



**CLAREMONT**  
NORTH CAROLINA

City Council Meeting  
August 4, 2014  
Claremont City Hall 7:00 PM



**CITY OF CLAREMONT  
CITY COUNCIL MEETING**

**Regular Meeting**

**August 4, 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 – July 7, 2014
  - B. Closed Session Minutes- July 7, 2014
  - C. Resolution 06-14 Voluntary Annexation Sufficiency (ANX 14-02)
  - D. Resolution 07-14 Voluntary Annexation Public Hearing ( ANX 14-02)
  - E. Resolution 08-14 Awarding Retiring Police Sergeant Duane Cozzen
- 6. CITIZEN'S CONCERNS AND COMMENTS**
- 7. PRESENTATION**
  - A. PJ Stanley Memorial Scholarships
  - B. Police Dept
- 8. OLD BUSINESS**
- 9. NEW BUSINESS**
  - A. Resolution 05-14 Exchange of Land Rights
  - B. Ordinance 02-14 Animal Updates
  - C. Harris Local Government MyGovHub Web Portal
- 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

<b><u>City Council Meeting</u></b> 1 <sup>st</sup> Monday of each month	September 1 <sup>st</sup>	Council Chambers 7:00pm
<b><u>Planning Board</u></b> 2 <sup>nd</sup> Monday of each month	August 11 <sup>th</sup>	Council Chambers 7:00 pm
<b><u>Appearance Committee</u></b> 2 <sup>nd</sup> Monday of each month	Next meeting in Sept.	Claremont Library 6:00 pm
<b><u>Parks &amp; Recreation</u></b> 4 <sup>th</sup> Monday of each month	August 25 <sup>th</sup>	Claremont City Offices 6:00 pm
<b><u>Youth Council</u></b> 1 <sup>st</sup> Sunday of each month	September 7 <sup>th</sup>	Council Chambers 3:00 pm
<b><u>Claremont Tailgate Market</u></b> Every Friday beginning April 26 <sup>th</sup>		City Hall Parking Lot 3-6pm

#### **SAVE THE DATE:**



**REQUEST FOR COUNCIL ACTION**

Date of Meeting: August 4, 2014

**To:** Mayor and the City Council

**From:** Doug Barrick, City Manager

**Action Requested: Approval of Consent Agenda**

- A. Regular Meeting Minutes – July 7, 2014
- B. Closed Session Minutes- July 7, 2014
- C. Resolution 06-14 Voluntary Annexation Sufficiency (ANX 14-02)
- D. Resolution 07-14 Voluntary Annexation Public Hearing ( ANX 14-02)
- E. Resolution 08-14 Awarding Retiring Police Sergeant Duane Cozzen

**Recommendation: Approve the Consent Agenda**



## **City of Claremont Regular Meeting Minutes Monday, July 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, July 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, Rick Damron, Lieutenant Allen Long, Jessica Miller, Fire Chief Bart Travis, Melinda Bumgarner, Police Chief Gary Bost, Sgt. David Clark, Officer Dillon Keller and City Planner Shelley Stevens.

Others in attendance were: Robert Smith, Andrea Ramsey, David Morrow, John Cathey, Leasa DeLozier, John Dollar, Bill Shillito, Evan Matsumoto, Crystal Clark, Charles Connor III, Jim Acker, Tiffany Winters, Heather Morgan, Cameron Morgan, Ray Ball, Bruce Hartsoe, Brian Helms, Rev. Wesley Frye, Lori Little, Kevin Little, Kaley Clark, Gene Monday, Kathy Lowrance, Scott Ramsey, Michael Donato, Jason Lowrance, Jennifer Lowrance, John Polinski, Pat Polinski, Duane Cozen, Stephen Bumgarner, Alan Russell, and Fred Zeytoonjian.

### **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. Wesley Frye. Councilmember Dale Sherrill led the pledge of allegiance.

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

Mayor Brown started with recognizing two Claremont Police officers: Sgt. David Clark and Officer Dillon Keller. These officers were first on the scene to a cardiac arrest. They performed life saving techniques. The patient has been allowed home from the hospital. He also commended Chief Bost and Lt. Long for their work on a forgery case and a recent bank robbery. He spoke briefly about several thank you letters to the City. He announced that Bunker Hill's Hope 4 a Cure is donating \$400 to the PJ Stanley Memorial Fund.

## 5. CONSENT AGENDA

**A. June 2, 2014 Regular Meeting Minutes** – Councilmember Timothy Lowrance made a motion to accept June 2, 2014 regular meeting minutes as presented. Councilmember Nicky Setzer seconded the motion. The motion passed unanimously.

**B. June 2, 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 01-14 Appearance Committee Appointment-** Councilmember Timothy Lowrance made a motion to appoint David Morrow to the Appearance Committee. Second was made by Councilmember Nicky Setzer. Motion passed unanimously.

**D. Resolution 02-14 Carolina Thread Trail-** Councilmember Timothy Lowrance made a motion to accept Resolution 02-14, to support and commit to funding construction of a paved greenway trail in coordination with Carolina Thread Trail. Second was made by Councilmember Nicky Setzer. Motion passed unanimously.

**E. Memorandum of Understanding with North Carolina Wireless-** With the city’s approval NCW proposes to conduct engineering studies, and site survey’s to demonstrate the feasibility of broadband service to new and expanding business park and others in the general area.

Councilmember Timothy Lowrance made a motion to accept the proposal from North Carolina Wireless. Second was made by Councilmember Nicky Setzer. Motion passed unanimously.

## 6. CITIZEN’S CONCERN’S & COMMENTS- none

## 7. PRESENTATIONS

**A. Fiscal Year 2014 Goal Reviews-** Each department discussed there year end accomplishments.

**B. Connor Family-** Charles Connor III purchased the original sign that hung at the Claremont Depot. He in turn sold it to the city for a donation. This sign was presented to council and those in attendance.

**C. Fire Department 2014-2015 Officer Installations-** Fire Chief Bart Travis and City Manager Barrick swore in the newly elected officers of the Claremont Fire Department.

Assistant Chief – Jason Lowrance

Assistant Chief – Bruce Hartsoe

Captain- Brian Helms

Captain- Kevin Little

Lieutenant – Cameron Morgan

Lieutenant- Ray Ball

Lieutenant- Jim Acker

**8. PUBLIC HEARING-** Motion was made by Councilmember Timothy Lowrance to open a public hearing at 7:50 p.m. Second was made by Councilmember Dale Sherrill. Motion passed

unanimously. Purpose of the public hearing: Development Agreement between the City of Claremont and Apple Inc.

Motion was made by Councilmember Timothy Lowrance to close the public hearing at 8:05 p.m. Second was made by Councilmember Dayne Miller. Motion passed unanimously.

Motion was made by Councilmember Dale Sherrill to open a public hearing at 8:05 p.m. Second was made by Councilmember Nicky Setzer. Motion passed unanimously. Purpose of the public hearing: Economic Development Agreement between the City of Claremont and Apple Inc.

Motion was made by Councilmember Nicky Setzer to close the public hearing at 8:06 p.m. and go back into regular session. Second was made by Councilmember Dayne Miller. Motion passed unanimously.

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

## **10. NEW BUSINESS**

**A. Fiscal Year 2014 Audit Contract-** North Carolina General Statutes require that the City Council Select and Approve a Certified Public Accountant as soon as possible after the close of each fiscal year to audit all accounts. The auditor shall be selected by and shall report directly to the governing board.

Motion was made by Councilmember D.B. Setzer to accept the contract from Melanie Starr, CPA for the fiscal year 2014 audit. Second was made by Councilmember Nicky Setzer. Motion passed unanimously.

**B. Wooten Company Contract for CMAQ Sidewalks- C-5195-** The City has been awarded a CMAQ grant for the design and construction of sidewalks within the city totaling 8,030 feet of sidewalks. The Wooten Company was selected by staff using a qualifications based selection process. The contract amount is in line with the project budget. It is recommended that City Council approve this contract pending any final changes from NCDOT.

Motion was made by Councilmember Nicky Setzer to approve this contract pending any final changes from NC DOT. Second was made by Councilmember Dayne Miller. Motion passed unanimously.

**C. Contract with Smeal Fire Apparatus Company-** As a member of the HGAC buy consortium the City has been negotiating with various Fire Apparatus companies to find the best apparatus at the best price that meets the department's operational needs for the next 25-30 years. Smeal Fire Apparatus as presented a contract for a 5 man custom cab pumper featuring a 450 hp engine, a 1500 g.p.m pump, 1000 gallon tank, 30 gallon foam system, a booster reel, electric deck gun, and a SCBA air fill station. The proposed custom cab engine cost is \$445,000. This price is above the proposed budget of \$425,000 however for the needed features no apparatus manufacture has been able to meet the proposed budget for this purchase. In FY 13 the budget for this truck was set at \$475,000 and was dropped in FY 14 due to increased budget needs from the dept. Recently the dept. has been awarded a radio grant which will free up needed capital. It is proposed to authorize an expenditure of \$475,000 to purchase and up fit this truck for service. This would come in the form of a cash down payment followed by installment financing or use of the Capital Reserve funds depending on the results of the financing market.

Motion was made by Councilmember Timothy Lowrance to accept the bid from Smeal for \$445,000 for the fire apparatus and \$30,000 for the equipment needed for the truck; for a total of \$475,000. Second was made by Councilmember D.B. Setzer. Motion passed unanimously.

#### **D. Development Agreement between the City of Claremont and Apple Inc. –**

**Proposed Project:** a 100 acre 17.50 megawatt solar farm; with an initial investment of \$55 million. The project is located outside of the City at this time however Apple has agreed to a voluntary annexation.

#### **Highlights of the Development Agreement:**

Apple with Voluntary Annex in to the corporate limits of the City  
The City will provide a fire hydrant at the entrance to the farm  
The City will provide normal police and fire services  
Apple and Claremont will exchange lands  
Apple will lease back new city property for a period of 2 years for construction  
The City will vest the development rights for this project for a period of 20 years

Motion was made by Councilmember Nicky Setzer to accept the Development Agreement with Apple, Inc. Second was made by Councilmember Timothy Lowrance. Motion passed unanimously.

#### **E. Economic Development Agreement between the City of Claremont and Apple Inc. –**

**Proposed Project:** a 100 acre 17.50 megawatt solar farm; with an initial investment of \$55 million. The project is located outside of the City at this time however Apple has agreed to a voluntary annexation.

#### **Highlights of the Economic Development Agreement:**

- Investment of \$55 Million in the property
- Creation of 75 indirect jobs during the construction
- City to provide annual grant payments of 80% of the solar value –only if NCGS 105-275 is repealed or revised. Under a revision the City would pick up the delta between the revised law and 80%.

Motion was made by Councilmember D.B. Setzer, to accept the agreement between the City of Claremont and Apple, Inc. Second was made by Councilmember Dayne Miller. Motion passed unanimously.

**F. Resolution 03-14 Exchange of Land Rights-** Pursuant to North Carolina General Statute § 160A-271, the City Council of the City of Claremont, North Carolina, states its intention to authorize the exchange of certain City-owned property for certain property owned by Apple Inc. or Apple Inc. has the right to own.

The exchange involves the following interests of land:

The City shall receive from Apple Inc. for greenway, public recreation and other public purposes two tracts of land of approximately 8.264 and 17.995 acres located North and South of Kelly Boulevard between Penny Road and South Depot Street with reservations of various easements and rights. These tracts of land are portions of Tax Parcel Number 376109156074 and their combined value is \$92,793.00

The land rights to be conveyed by the City shall be:

A tract of land approximately 1.51 acres, being the City's former South Waste Water Treatment Plant site and being described in Deed Book 940, Page 324, Catawba County Registry and identified as Tax Parcel Number 376105175825, together with land and access and utility easements in and near South

Oxford Road and the City's former Waste Water Treatment Plant site North of Kelly Boulevard and their combined value is \$36,000.00.

Motion was made by Councilmember Timothy Lowrance to accept Resolution 03-14 Exchange of Land. Second was made by Councilmember Dale Sherrill. Motion passed unanimously.

**G. Resolution 04-14 Surplus Property-** The items up for surplus under this resolution are a 2005 Toro zero turn lawnmower that has been replaced with a new mower and a 1987 Ford F-350. The Ford will be replaced by the recently ordered Engine 71. It is recommended to sell this vehicle now to gain the maximum value. These items will be sold via Govdeals.com.

Motion was made by Councilmember Nicky Setzer to accept Resolution 04-14. Second was made by Councilmember Timothy Lowrance. Motion passed unanimously.

**H. Coffee Pot- Streetscape Enhancement Funding-** In an effort to create a vibrant and active downtown the City has from time to time participated in the enhancement of local businesses that are starting up or expanding their operations.

A request from Candy Coffee of the soon to be Coffee Pot at 3279 East Main Street has come into City Hall for this grant. The request will be used to enhance the streetscape of the building and to provide a suitable restaurant environment.

Motion was made by Councilmember Dale Sherrill to accept the Streetscape Enhancement Grant Request. Second was made by Councilmember Dayne Miller. Councilmember Nicky Setzer abstained from voting. Motion passed unanimously.

**I. Ordinance 01-14 Budget Amendment-** Motion was made by Councilmember Nicky Setzer to accept Ordinance 01-14. Second was made by Councilmember Dayne Miller. Motion passed unanimously.

**J. Budget Transfer-** This budget transfer was for information purpose only.

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

**A. Quarterly Financial Reports-**

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

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

**D. Appearance-** Councilmember Nicky Setzer discussed the yard of the month winner, Jana Lemoine.

**12. CITY MANAGER'S REPORT-** City Manager Barrick introduced Shelley Stevens. Shelley is the new City Planner. He also discussed that the city will begin online bill pay for water and sewer services beginning in August. Manager Barrick reported that he would be sitting down with Catawba County Animal Control to clarify and update some of the animal control ordinances.

**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) (4) at 8:47 p.m. Second was made by Councilmember Dayne Miller. Motion passed unanimously.

Motion was made by Councilmember Timothy Lowrance to recess the closed session at 9:18 p.m. Second was made by Councilmember Dale Sherrill. Motion passed unanimously.

**14. ADJOURN-** Motion was made by Councilmember Dayne Miller to adjourn the meeting at 9:23 p.m. Second was made by Councilmember Nicky Setzer. Motion passed unanimously.

Respectfully submitted,  
Wendy L. Helms, Administrative Support Clerk

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Shawn R. Brown, Mayor

Attested:

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Douglas L. Barrick, City Clerk



**CITY OF CLAREMONT  
NORTH CAROLINA**

**RESOLUTION # 06-14**

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**A RESOLUTION PERTAINING TO THE SUFFICIENCY OF THE PETION TO  
EXTEND THE CITY OF CLAREMONT CORPORATE LIMITS (ANX 14-02)**

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**WHEREAS**, the City of Claremont received a petition requesting voluntary annexation of an area described in said petition; and

**WHEREAS**, G.S. 160A-31 provides that the sufficiency of the petition of the petition shall be investigated by the City Clerk before further annexation proceedings may take place; and

**WHEREAS**, the City Council of the City of Claremont deems it advisable to proceed in response to this voluntary request for annexation;

**NOW THEREFORE, BE IT RESOVLED BY THE CLAREMONT CITY COUNCIL  
THAT:**

The City Clerk is hereby directed to investigate the sufficiency of the petition and to certify to the City Council prior to the extension of the Claremont Corporate Limits.

Adopted this 4<sup>th</sup> day of August 2014.

\_\_\_\_\_  
Shawn R. Brown, Mayor

ATTEST:

\_\_\_\_\_  
Doug Barrick  
City Clerk



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

Date: 7-30-14

Catawba County Tax Parcel #(s): 375112872357

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): REMAINDER OF TRACT E OF PLAT 51-15B  
2421 BEA DRIVE CLAREMONT, N.C. 28610

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
GARY E. MATTHEWS	210 1ST. AVE. S. CONOVER	YES	
<u>Bobby E Matthews</u>			<u>Bobby E Matthews</u>

For official use only: Date Received: \_\_\_\_\_ Date to Council: \_\_\_\_\_ Date Approved: \_\_\_\_\_


\* 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

VESTED RIGHTS = 240,600 S.F. MAY BE COVERED BY IMPERVIOUS SURFACE.





**CITY OF CLAREMONT  
NORTH CAROLINA**

**RESOLUTION # 07-14**

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**A RESOLUTION PERTAINING TO SETTING A DATE FOR THE PUBLIC  
HEARING ON THE QUESTION OF A VOLUNTARY ANNEXATION  
PURSUANT TO G.S. 160A-31 (ANX 14-02)**

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**WHEREAS**, a petition requesting voluntary annexation of an area described herein has been received; and

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

**WHEREAS**, certification by the City Clerk as to the sufficiency of the petition has been made;

**NOW THEREFORE, BE IT RESOVLED BY THE CLAREMONT CITY  
COUNCIL THAT:**

Section 1. A public hearing on the question 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.

Section 2. The area proposed for annexation is described as follows:

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.

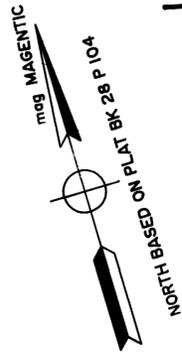
Section 3. Notice of the public hearing will be published in a newspaper having general circulation in the City of Claremont. The advertisement will fulfill the requirement to post the date of the public hearing at least ten (10) days prior to the date of the public hearing.

Adopted this 4<sup>th</sup> day of August 2014.

\_\_\_\_\_  
Shawn R. Brown, Mayor

ATTEST:

\_\_\_\_\_  
Doug Barrick  
City Clerk

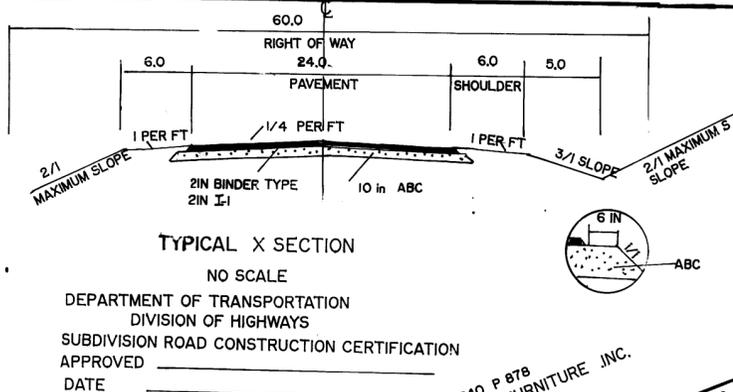


CURVE TABLE

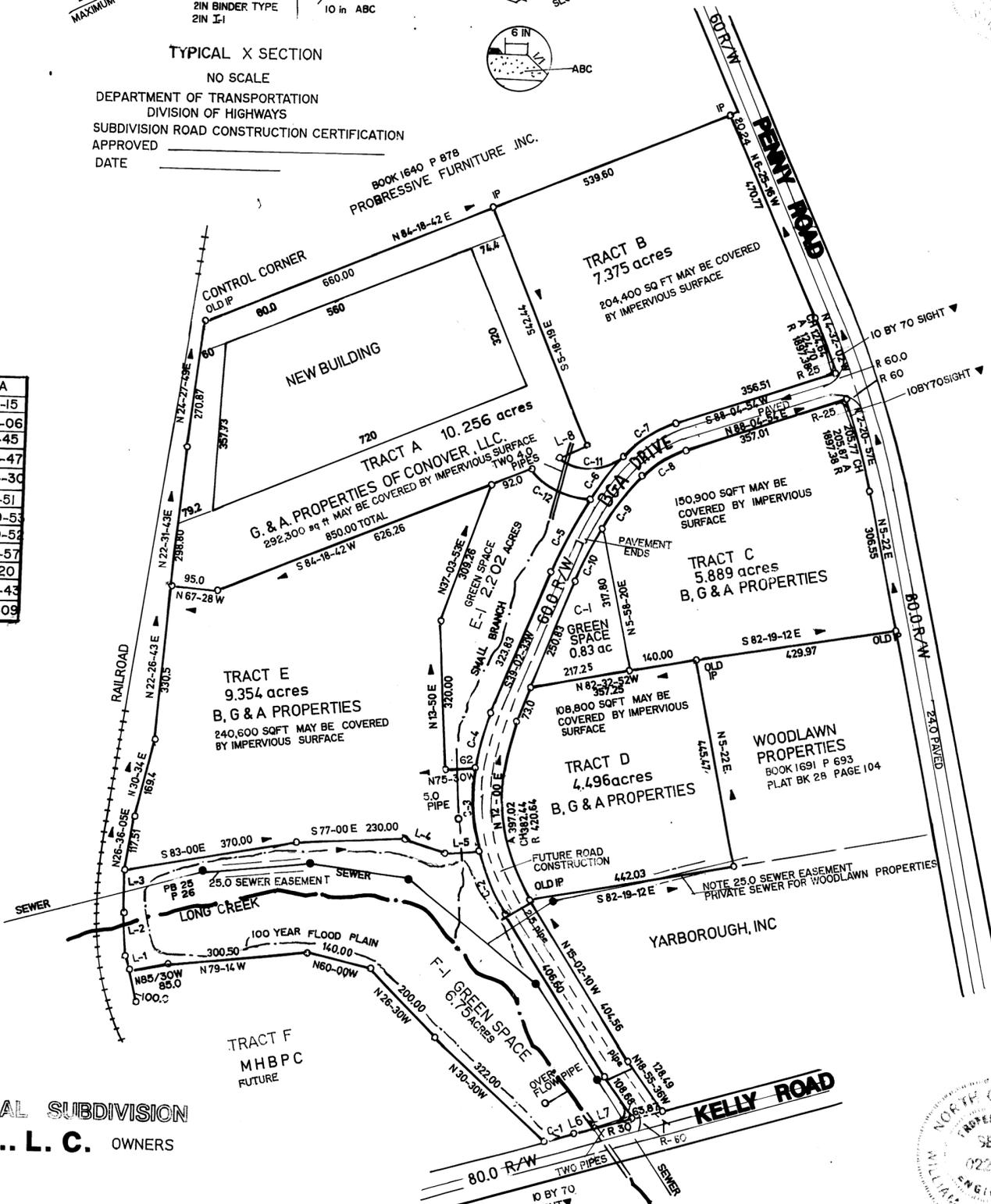
CURVE	RADIUS	ARC	TANGENT	CHORD	CH BEARING	DELTA
C-1	5417.77	65.00	32.50	65.00	S88-34-23E	C-41-15
C-2	480.64	145.00	73.05	144.45	S 6-23-37E	17-17-06
C-3	480.64	178.64	90.36	177.62	S 12-53-23W	21-17-45
C-4	480.64	130.00	65.39	129.60	S31-17-39W	15-29-47
C-5	783.90	172.04	86.37	171.70	S 45-18-46W	12-34-30
C-6	783.90	115.80	58.00	115.70	N 55-52-30E	8-27-51
C-7	278.00	135.85	69.30	134.50	S74-04-54V	27-59-53
C-8	218.00	106.53	54.35	105.47	N74-04-54E	27-59-53
C-9	723.90	135.80	68.10	135.61	N54-42-23E	10-44-57
C-10	723.90	130.00	65.17	129.82	N44-11-14E	10-17-20
C-11	95.0	155.41	101.39	138.65	N73-03-11W	93-43-43
C-12	155.00	145.32	78.50	140.06	S44-56-37E	53-43-09

LINE TABLE

LINE	DISTANCE	BEARING
L-1	28.60	S 3-54-21W
L-2	96.5	S14-30-24W
L-3	92.09	S17-28-37W
L-4	90.48	S54-24-16 E
L-5	70.0	S78-00E
L-6	45.0	S 88-55-00E
L-7	80.18	S 88-52-00E
L-8	69.34	S84-18-42W



DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
SUBDIVISION ROAD CONSTRUCTION CERTIFICATION  
APPROVED \_\_\_\_\_  
DATE \_\_\_\_\_



PLAT OF **MATTHEWS INDUSTRIAL SUBDIVISION**  
**B, G & A PROPERTIES, L. L. C.** OWNERS  
CLINES TSHP  
CATAWBA COUNTY, N.C.  
SCALE 1" = 200'

REFERENCE: PIN NO 3751-08-87-9713, TM 4200-85, PLAT BK 22 P 42, BOOK 2179 PAGE 966, BOOK 104 PAGES 385,381, BOOK 1504 PAGE 155

DRAWN BY: SAM ROWE JR, REGISTERED SURVEYOR, 102 NORTH MAIN AVE, NEWTON N.C. 28658, PH 464-3916



NOTES  
LONG CREEK FLOOD PLAIN FIRM FLOOD MAPS  
COMM PANEL NO 370050-01358 SEPT 3,1980  
FLOOD PROFILES 105 P  
NO HORIZONTAL CONTROL WITHIN 2000 FEET  
FLOOD PLAIN SHOWN AT APPROX LOCATION  
ZONING L-1 SETBACKS  
FRONT 50.0  
REAR 20.0  
SIDE 15.0

STATE OF NORTH CAROLINA  
CATAWBA COUNTY  
I, **SAM ROWE JR** REGISTERED SURVEYOR, CERTIFY THAT THE MAP AS SHOWN HEREON WAS DRAWN FROM AN ACTUAL FIELD SURVEY BY ME, DEED RECORDED IN BOOK 2179 PAGE 966, BOOK 1504 PAGE 155 THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS ONE TO 10,000. BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM DEED PAGE \_\_\_\_ THIS MAP WAS PREPARED IN ACCORDANCE WITH GS 47-30 AS AMENDED. WITNESS MY HAND AND SEAL THIS 15TH DAY OF MAY 2000

*Sam Rowe Jr*  
SAM ROWE JR L-713

STATE OF NORTH CAROLINA  
COUNTY OF CATAWBA  
I, **Dennis C. Overby Jr** REVIEW OFFICER  
OF CATAWBA COUNTY CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING  
DATE 9/11/00  
*Dennis C. Overby Jr*  
REVIEW OFFICER

THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND  
SIGNED *Sam Rowe Jr*  
SAM ROWE JR L-713

FILED FOR REGISTRATION 10:15 O'CLOCK A M  
ON THE 23 DAY OF OCT, 2000, IN THE OFFICE OF CATAWBA COUNTY REGISTER OF DEEDS  
PLAT BOOK 51 PAGE 158

STATE OF NORTH CAROLINA  
COUNTY OF CATAWBA  
THE FOREGOING CERTIFICATE OF A NOTARY PUBLIC OF CATAWBA COUNTY, STATE OF NORTH CAROLINA IS CERTIFIED TO BE CORRECT, THIS THE \_\_\_\_ DAY OF \_\_\_\_ 2000.

*Ruth Mackie*  
RUTH MACKIE, REGISTER OF DEEDS

BY \_\_\_\_\_ ASST/DEPUTY

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE CITY OF CLAREMONT AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISH MINIMUM BUILDING SETBACK LINES AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED FURTHERMORE, I HEREBY DEDICATE ALL SANITARY SEWER, STORM SEWER, AND WATER LINES TO THE CITY OF CLAREMONT

*William G. Hight*  
WILLIAM G. HIGHT  
DATE \_\_\_\_\_

CATAWBA COUNTY NORTH CAROLINA  
I, A NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID CERTIFY THAT THE OWNER *William G. Hight* PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT WITNESS MY HAND AND SEAL THIS THE 23 DAY OF OCT 2000.

*William G. Hight*  
NOTARY PUBLIC My Comm. Exp. 1-5-05

I HEREBY CERTIFY THAT ALL UTILITIES AND OTHER REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO CITY SPECIFICATIONS AND STANDARDS IN THE MATTHEWS INDUSTRIAL SUBDIVISION. THE REMAINING ROADWAY AND WATER LINE CONSTRUCTION TO PROVIDE INFRASTRUCTURE TO TRACTS D & E IS GUARANTEED TO THE CITY OF 95,000.00 (LETTER OF CREDIT) PROVIDED BY THE DEVELOPER. THIS LETTER WILL BE HELD BY THE CITY UNTIL IMPROVEMENTS ARE SATISFACTORILY MADE OR THE CITY IS REQUIRED TO USE THE LETTER TO PROVIDE THESE SERVICES

*William G. Hight*  
CITY ENGINEER OR CITY MANAGER  
DATE 8/29/00

THE CLAREMONT PLANNING BOARD HEREBY APPROVES THE FINAL PLAT FOR THE SUBDIVISION

*Robert E. Smith*  
CHAIRMAN, CLAREMONT PLANNING BOARD  
DATE 9-11-2000

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY OF CLAREMONT, NORTH CAROLINA AND THAT THIS PLAT HAS BEEN APPROVED BY CITY COUNCIL FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF CATAWBA COUNTY

*Donna A. Morrison*  
MAYOR, CITY OF CLAREMONT  
DATE 9-11-2000

**51-158**



**CITY OF CLAREMONT  
NORTH CAROLINA**

**RESOLUTION # 08-14**

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**A RESOLUTION AWARDING RETIRING POLICES SERGEANT DUANE  
COZZEN HIS BAGDE AND SERVICE WEAPONS**

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**WHEREAS**, G.S.20-187.2 provides that retiring members of municipal law enforcement agencies may receive, at the time of their retirement, the badge worn or carried by them during their service with the municipality; and

**WHEREAS**, G.S. 20-187.2 further provides that the governing body of the municipal law enforcement agency may, in its discretion, award to a retiring member the service sidearm of such retiring member; and

**WHEREAS**, 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.

**NOW, THEREFORE, BE IT RESOLVED BY THE CLAREMONT CITY COUNCIL**, that the City Manager is hereby authorized in accordance with the provisions of G.S. 20-187.2 to transfer to Duane Cozzen, the badge worn by him during his service with the Claremont Police Department and his service side arm, a Glock Model 23, .40 Caliber, serial number RDP-365.

Adopted this 4<sup>th</sup> day of August 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: August 4, 2014

**To:** Mayor and the City Council

**From:** Doug Barrick, City Manager

**Action Requested: PJ Stanley Memorial 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

**Recommendation:** Present the awards

**REQUEST FOR COUNCIL ACTION**

Date of Meeting: August 4, 2014

**To:** Mayor and the City Council

**From:** Doug Barrick, City Manager

**Action Requested: Resolution 05-14 Exchange 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.

This is a draft with a final version to presented at or before the meeting.

**Recommendation:** Discuss Draft and Approve Final



**CITY OF CLAREMONT  
NORTH CAROLINA**

**RESOLUTION # 05-14**

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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAREMONT  
AMENDING RESOLUTION 05-14 LAND EXCHANGE**

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**WHEREAS**, the City of Claremont on July 7, 2014 adopted resolution 03-14 authorizing land exchange rights with Apple Inc. and Duke Energy; and

**WHEREAS**, Apple Inc. has asked to amend Resolution 03-14; and

**WHEREAS**, in order to proceed with the exchange, the City Council agrees to the stated exchange land rights in Resolution 03-14, and finds that this exchange provides the City full and fair consideration and compensation in accordance with the standards of the North Carolina General Statutes.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City, in its regular session duly assembled, as follows to amend Section B Subsection 2 of Resolution 03-14 to:

- B. The City shall convey in exchange the following land rights:
2. The Land, which is approximately 1.51 acres conveyed by the Special Warranty Deed to Apple attached as Exhibit III of this resolution.

**BE IT FURTHER RESOLVED**, that the City Council for the City of Claremont authorizes the City Manager to execute the necessary legal documents to complete the exchange of the land rights described in this resolution.

ADOPTED this 4th day of August, 2014.

ATTEST:

\_\_\_\_\_  
Doug Barrick, City Clerk

\_\_\_\_\_  
Shawn R. Brown, Mayor

**CERTIFICATION**

I, \_\_\_\_\_, City Clerk of the City of Claremont, North Carolina, do hereby certify that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Claremont, North Carolina, in regular session convened on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, and the reference having been made in Minute Book \_\_\_\_\_, Page \_\_\_\_\_, and recorded in full in Resolutions Book \_\_\_\_\_, Page \_\_\_\_\_.

WITNESS my hand and the corporate seal of the City of Claremont, North Carolina, this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Shawn R. Brown, Mayor

ATTEST:

\_\_\_\_\_  
Doug Barrick  
City Clerk

**REQUEST FOR COUNCIL ACTION**

Date of Meeting: August 4, 2014

**To:** Mayor and the City Council

**From:** Doug Barrick, City Manager

**Action Requested: Ordinance 02-14 Animal Control Updates**

The City has been approached by the County to align our ordinances with the County code for Animal services. In order 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.

**Recommendation:** Approve Ordinance 02-14

City Council of the City of Claremont

Catawba County, North Carolina

Ordinance No. 02-14

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF  
CLAREMONT TITLE 8 OFFENSES CHAPTER 2 ANIMALS

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 8 Chapter Two, is hereby amended by adding the following sections:

**Sec 8-2-5 Animal Control Officer & Authority**

Unless otherwise provided in this chapter all Animal Control laws, enforcement and officers within the corporate limits of the City of Claremont shall be governed under the provisions of the Catawba County Code of Ordinances Chapter 6. Furthermore the powers granted, extended, professes and set forth in the Catawba County Code of Ordinances Chapter 6 shall be in full force of the Claremont Police Department and its officers.

**Sec 8-2-6 Nuisance Animals**

Nuisance means any act of an animal or its owner that annoys or disturbs rights and privileges common to the public or enjoyment of private property. The commission on more than one occasion of a nuisance act shall be evidence of a nuisance. A nuisance act shall include, but not limited to, the following:

- (1) Turns over garbage containers or removes garbage from them.
- (2) Walks on or sleeps on automobiles of another.
- (3) Damages gardens, foliage or other real personal property of another.
- (4) Continuously or frequently roams or is found on the property of another.
- (5) Is maintained in an unsanitary condition so as to be offensive to sight or smell.
- (6) Is not confined to a building or secure enclosure with in estrus.
- (7) Chases, snaps at, attacks, or otherwise molests pedestrians, bicyclist, motor vehicle passengers, farm stock or domestic animals.

(8)Eliminates on private property without the permission of the owner.

(9)Is diseased or dangerous to the health of the public.

(10)Is household or restrained less than 15 feet from a public street, road or sidewalk and, in discretion of the animal control officer, poses a threat to the general safety, health and welfare of the general public.

Owner means any person, group of persons, firm, partnership or corporation owning, keeping, having charge of or taking care of an animal or allowing an animal to remain on his/her property.

### **Sec 8-2-7 Sanctions and penalties**

(1)Upon determining that a violation of this article has occurred, the animal control officer or police officer shall issue a written warning instructing the owner of the animal to abate the nuisance.

(2)If an additional violation of this article occurs after the owner of the animal has been issued a written warning, the animal control officer or police officer shall issue a declaration of nuisance to the owner of the animal along with a civil penalty in accordance with section 8-2-8. The owner shall cause the animal to abate the nuisance immediately and may be required by animal services to physically restrain the animal. If the nuisance for which the warning is issued is a condition which is offensive to sight or smell, the owner shall have 72 hours within which to abate the condition before a written declaration of nuisance is issued.

(3)Subsequent violations of this article shall subject the owner of the animal to civil penalties in accordance with section 8-2-8 or criminal penalties as provided by law or in the discretion of the Animal Services Manager certain preventive measures may be prescribed.

(4)Any animal found off of the property of its owner after having been declared a nuisance or any animal creating a nuisance for whom an owner is unknown and cannot be determined may be seized and impounded. A notice of impoundment shall be served upon the owner or affixed to the owner's premises. The animal may be redeemed pursuant to the Catawba County Code of Ordinances Chapter 6.

(5)Nothing in this article shall prevent a private citizen from bringing an action to abate a nuisance or from bringing an action for damage, loss or injury to the private citizen or his property resulting from the animal being a public nuisance.

### **Sec 8-2-8 Civil penalties.**

Unless otherwise provided for in a particular section, Catawba County Animal Services & the Claremont Police Department are authorized to assess civil penalties in the following manner:

(1)A civil penalty of \$50.00 shall be assessed for the first violation of any provision of this chapter.

(2)A civil penalty of \$75.00 shall be assessed for the second violation of this chapter.

(3)A civil penalty of \$150.00 shall be assessed for third violation of this chapter.

(4)A civil penalty of \$250.00 shall be assessed for habitual violations, as defined herein, of any provision of this chapter.

(5)A civil penalty of \$150.00 shall be assessed for violation of any provision of this chapter by a dog that has been declared dangerous or potentially dangerous.

(6)A civil penalty of \$300.00 shall be assessed for any animal cruelty violation as defined in this chapter.

A civil penalty is due and owing upon assessment. Surrender of an animal or failure to redeem an animal shall not relieve the owner of responsibility for payment of any outstanding civil penalty that was assessed prior to the animal being surrendered or as a result of the animal being impounded. If payment of a civil penalty is not received within five working days of issuance, animal services may initiate legal proceedings to recover the amount of the penalty.

INTRODUCED at a regular meeting of the City Council of the City of Claremont on August 4, 2014

ADOPTED at a regular meeting of the City Council of the City of Claremont on August 4, 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: August 4, 2014

**To:** Mayor and the City Council

**From:** Doug Barrick, City Manager

**Action Requested: Purchase Agreement for My Gov Web Portal**

This web portal for Online bill pay and 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 flexibill 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.

**Recommendation:** Approve purchase agreement

## Why Implement Resident Portal?

Dramatically increase efficiency and the level of service you provide to your citizens with Harris' Resident Portal. Customers can pay their bills online, check usage, see payment history, and maintain automatic notifications. Your staff will save time by your customers paying their utility bills online.

### CUSTOMER BENEFITS

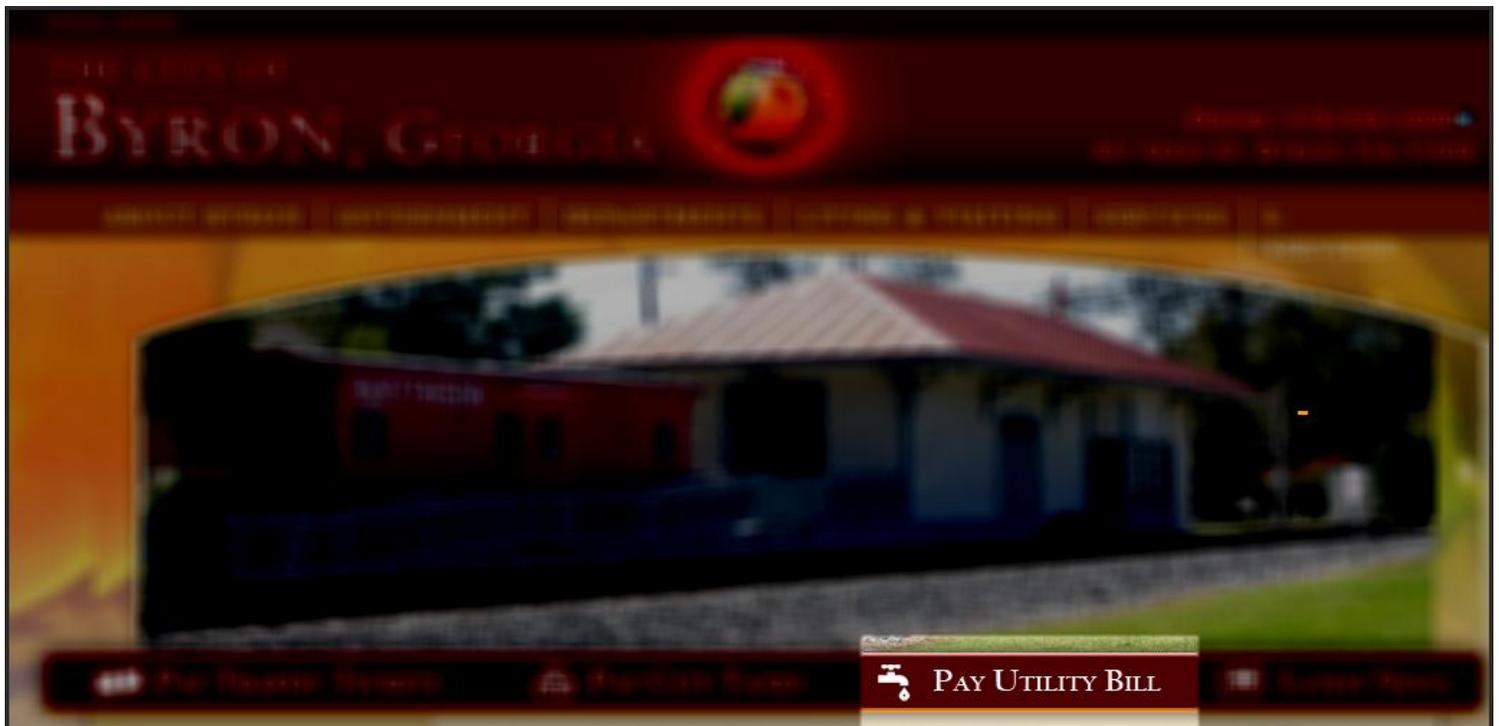
- Access, review, and pay bills online
- Provide faster, more efficient service
- Increase convenience and customer satisfaction

### CITY BENEFITS

- Interface instantly with Spectrum (FlexiBill)
- Link to Resident Portal page via city's website
- Receive assistance from Harris Payment Gateway for all merchant negotiations

## Online Utility Bill Pay

Citizens will access Resident Portal via your city's website. Resident Portal allows citizens to access, review, and pay bills online. They can also view Account History, including past payments, or have a complete look at their account and related activities. A fully integrated solution, Resident Portal instantly updates to Spectrum module/database as well as Spectrum updates back to Resident Portal. So this means if a payment is received via a walk-in, Resident Portal will be updated with the payment information providing citizens full payment history.



**Log-In** Can make payments with or without a profile.

Your Logo Here ←

Email Password Sign in

View and pay your bills  
all in one place.

It only takes about a minute — Create a profile or sign in.

In a hurry? **Pay Now** (no profile needed)

Create a Profile

First Name

Last Name

Email Address

Create a Password

Confirm Your Password

Create Profile

**Accounts** Can have multiple accounts associated with a profile.

Any City Online Payment Portal Jane Doe

Overview Utilities

Accounts + Add Account

Utilities	\$99.03
514 N Parker St Utility - 68686082	\$0.00
517 E Wilson St Utility - 68686061	\$99.03 <b>PAY NOW</b>

Welcome

Thank you for using the Any City Online Payment Portal.

## Bill Details

Any City Online Payment Portal Jane Doe ▾

Overview Utilities ▾

**Account:** 68686061  
Utility - 517 E Wilson St  
Gay Hill

Your current balance is: **\$99.03**  
as of Thu, Sep 12, 2013

Make a Payment

  
Due Mon, Jul 15

### Bill Details

BILL DETAILS
BILLING HISTORY
PAYMENT HISTORY
USAGE REPORTS

<ul style="list-style-type: none"> <li>Jul 1, 2013</li> <li>Jun 1, 2013</li> <li>May 1, 2013</li> <li>Apr 1, 2013</li> </ul>	<p><b>Billed on July 1, 2013</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Previous Balance</td> <td style="text-align: right;">\$227.19</td> </tr> <tr> <td>Payments Received</td> <td style="text-align: right;">(\$170.00)</td> </tr> <tr> <td><b>Balance</b></td> <td style="text-align: right;"><b>\$57.19</b></td> </tr> <tr> <td>Current Charges <a href="#">↗</a></td> <td style="text-align: right;">\$72.84</td> </tr> <tr> <td><b>Amount Due</b></td> <td style="text-align: right;"><b>\$130.03</b></td> </tr> <tr> <td colspan="2"><small>Due in Full by Mon, Jul 15</small></td> </tr> </table> <p style="margin-top: 10px;"><b>As of September 12, 2013</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td>Charges</td> <td style="text-align: right;">\$9.00</td> </tr> </table>	Previous Balance	\$227.19	Payments Received	(\$170.00)	<b>Balance</b>	<b>\$57.19</b>	Current Charges <a href="#">↗</a>	\$72.84	<b>Amount Due</b>	<b>\$130.03</b>	<small>Due in Full by Mon, Jul 15</small>		Charges	\$9.00	<div style="background-color: #e0e0e0; padding: 5px; margin-bottom: 5px;">             ▾ Manage Account           </div> <ul style="list-style-type: none"> <li>• <a href="#">View current bill</a></li> <li>• <a href="#">Pay my bill</a></li> <li>• <a href="#">View payment history</a></li> <li>• <a href="#">View my usage</a></li> </ul>
Previous Balance	\$227.19															
Payments Received	(\$170.00)															
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<b>Amount Due</b>	<b>\$130.03</b>															
<small>Due in Full by Mon, Jul 15</small>																
Charges	\$9.00															

It can take up to 24 hours for payments to appear online.

## Billing History

Any City Online Payment Portal Jane Doe ▾

Overview Utilities ▾

**Account:** 68686061  
Utility - 517 E Wilson St  
Gay Hill

Your current balance is: **\$99.03**  
as of Thu, Sep 12, 2013

Make a Payment

  
Due Mon, Jul 15

### Billing History

BILL DETAILS
BILLING HISTORY
PAYMENT HISTORY
USAGE REPORTS

Billed on	Total Charges	
05/21/2013	\$130.03	<a href="#">View</a>
04/23/2013	\$227.19	<a href="#">View</a>
03/22/2013	\$116.25	<a href="#">View</a>
02/25/2013	\$51.76	<a href="#">View</a>

▾ Manage Account

- [View current bill](#)
- [Pay my bill](#)
- [View payment history](#)
- [View my usage](#)

## Payment History

Any City Online Payment Portal Jane Doe ▾

Overview Utilities ▾

**Account:** 68686061  
Utility - 517 E Wilson St  
Gay Hill

Your current balance is: **\$99.03**  
as of Thu, Sep 12, 2013

Make a Payment

  
■ Due Mon, Jul 15

## Payment History

BILL DETAILS | BILLING HISTORY | PAYMENT HISTORY | USAGE REPORTS

10 ▾ per page Search

Date ▾	Method ▾	Payment Total ▾	Status ▾	Confirmation # ▾	Bill Date ▾
06/28/2013	Cash	\$40.00	Applied		06/01/2013
05/30/2013	Cash	\$170.00	Applied		05/01/2013

Showing 1 to 2 of 2 entries

First | Previous | 1 | Next | Last

▾ Manage Account

- View current bill
- Pay my bill
- View payment history
- View my usage

## Usage Reports

Any City Online Payment Portal Jane Doe ▾

Overview Utilities ▾

**Account:** 68686061  
Utility - 517 E Wilson St  
Gay Hill

Your current balance is: **\$99.03**  
as of Thu, Sep 12, 2013

Make a Payment

  
■ Due Mon, Jul 15

## Usage Reports

BILL DETAILS | BILLING HISTORY | PAYMENT HISTORY | USAGE REPORTS

Water

Filter by Date Range  
From  To 

Apply | Reset

10 ▾ per page Search

METER				
Number ▲	Read Date ▾	Reading ▾	Type ▾	Usage ▾
83044079	May 21, 2013	785650	Actual Read	1990
83044079	Apr 23, 2013	783660	Actual Read	1830
83044079	Mar 22, 2013	781830	Actual Read	1600

Showing 1 to 3 of 3 entries

First | Previous | 1 | Next | Last

▾ Manage Account

- View current bill
- Pay my bill
- View payment history
- View my usage

**Notifications** a customer can receive a notification when there is a bill ready to pay

Any City Jane Doe | ▾  
Online Payment Portal

Overview Utilities | ▾

## Notifications

[MY PROFILE](#) | [NOTIFICATIONS](#)

For New Bills

Account Type	Service Address	Account #	Name	Notification
Utility	517 E WILSON ST	68686061	GAY HILL	<input checked="" type="checkbox"/> Email
Utility	514 N PARKER ST	68686082	H. R. HARRIS	<input checked="" type="checkbox"/> Email

From: [no-reply@anytown.com](mailto:no-reply@anytown.com)  
 Sent: Tuesday, July 23, 2013 4:12 PM  
 To: David Wade  
 Subject: Your Utility Bill is now available

Your latest utility bill is now available online. Please sign in to the [Municipality] [OnlinePaymentPortal] to manage your account, view your bill details, or pay your bill.

[View and Pay My Bill »](#)

If you have already paid your bill or scheduled your payment, then please disregard this email.

Thanks,  
 [Municipality] [OnlinePaymentPortal] Administrator

*You can change your email notification preferences at any time by and visiting the Notifications page.*

**Payments** can pay using Visa/Debit Card or E-Check

## Make a Payment

**Account Information**

Name: GAY HILL  
 Account Number: 68686061  
 Additional Information:

**Payment Amount**

Payment Amount: \$99.03

**Payment Method**

Pay by Credit/Debit Card

Email Address:

Card Type:

Card Number:

Expiration Date (MMYY):

CVV:

Name on Card:

Cardholder Address:

Zip Code:

Pay by E-Check

Email Address:

Bank Account Holder Name:

Bank Routing Number:

Bank Account Number:

Account Type:

Bank Name:

Bank Account Holder Address:

City:

## Other general information:

1. When creating a profile, the user will get an email for authentication.
2. Payment History will show portal payments as well as any off line payments (i.e. payments made at the counter).
3. Harris Payment Gateway is going to provide all services related to payment processing to merchant negotiations.
4. A customer will receive a payment confirmation from the payment gateway even with quick pay so long as they entered an email address.
5. Future enhancements include the ability to make payments in Tax, Business License, and Accounts Receivable.
6. A paper bill will still be emailed to the customer. Later, the customer will be able to opt out of receiving paper bills.
7. Administrator will have rights to view customer accounts and see exactly what the customer is seeing.
8. Features to be added to admin rights are sending out generic emails, feeding text that will display on the website as well as user accounts.



Software Solutions for the Public Sector

# Purchase Agreement

Date: 7/30/2014  
 Expiration Date: 10/31/2014  
 Contract Number: KRI - CLA- 155

This Agreement between **City of Claremont** of P.O. Box 446 Claremont, NC 28610("Purchaser") and **N. Harris Computer Corporation** of 2429 Military Road, Suite 300, Niagara Falls, NY 14304 ("Harris") confirms the purchase of the following licensed software products and services:

Hosting Products:	
Description	Rate
<b>FlexiBill MyGovHub Web Portal</b> <b>Monthly Hosting fee:</b> - based on estimate of 1000 accounts calculated as follows: \$125 base charge (includes first 1,000 accounts) plus \$0.03 per account for all accounts in excess of 1,000.	\$125/month

Professional Services:	
Description	Rate
<b>One-time installation / setup / configuration fee:</b>	\$1500
<b>Consultation:</b> 2 hours of training by telephone billed at \$150/hr.	\$ 300

Total Hosting Fees: \$125 / month  
 Total Professional Services: \$1800

Optional Items:		
Initial All that Apply	Product Name	Rate
	<b>eBills Standard</b> - Setup standard generic HTML eBill.  <b>Per-item fee for each generated eBill notification:</b>	\$450 one-time fee.  \$0.30/per eBill
	<b>eBills Custom</b> - Setup custom HTML eBill which resembles your current paper bill.  <b>Per-item fee for each generated eBill notification:</b>	\$1200 one-time fee.  \$0.30/per eBill

State Taxes are applicable on prices listed. If the Purchaser is Tax Exempt a valid Tax Exemption Certificate must be provided with this signed Contract in order to avoid taxable billings.

**\* Merchant Transaction Fees - Absorbed Fee Model (cost determined based on your average account payment)**

<b>Avg Payment</b>	<b>Payment Method</b>	<b>Max Payment Amt</b>	<b>Cost/Payment</b>
0-\$100	Credit/Debit	\$250	\$2.25
	eCheck	No Max	\$1.00
\$100.01-\$200	Credit/Debit	\$500	\$2.75
	eCheck	No Max	\$1.00
\$200.01-\$300	Credit/Debit	\$750	\$3.25
	eCheck	No Max	\$1.00
\$300.01-\$400	Credit/Debit	\$750	\$3.75
	eCheck	No Max	\$1.00

- \$20.00 account on file fee per month for each merchant account
- \$20.00 per credit card chargeback
- Assumes Payment Process (TWI) will direct debit fees at the end of each month for fees due unless otherwise negotiated.

**\* Merchant Transaction Fees - Convenience Fee Model (cost determined based on your average account payment)**

<b>Avg Payment</b>	<b>Payment Method</b>	<b>Max Payment Amt</b>	<b>Cost/Payment</b>
0-\$100	Credit / Debit / eCheck	\$250	\$2.50
\$100.01-\$150	Credit / Debit / eCheck	\$400	\$3.25
\$150.01-\$200	Credit / Debit / eCheck	\$500	\$3.75
\$200.01-\$250	Credit / Debit / eCheck	\$600	\$4.25
\$250.01-\$300	Credit / Debit / eCheck	\$750	\$4.95
\$300.01-\$350	Credit / Debit / eCheck	\$750	\$5.50

- \$20.00 account on file fee per month for each merchant account
- \$20.00 per credit card chargeback
- Assumes Payment Processor (TWI) will direct debit fees at the end of each month for fees due unless otherwise negotiated.

**Minimum Hardware Requirements:**

Due to server and network demands for the interface, Peer-to-Peer networks are NOT supported for FlexiBill Resident Web Portal Interface. All network connections MUST be on at least a 100MB switch / hub.

**Recommended Client's FlexiBill Application Server**

Intel or AMD 2.0 GHz (or faster) Processor

2 GB (or more) memory  
1 GB free space for creation of temporary files  
Windows 2003 Server (or higher) with Login that runs at console level of Server

**ALL** current security patches  
Http port 80 open to Harris Spectrum Server IP address 209.29.10.178  
TCP/IP Port 5078 for bi-directional communication  
Allow remote Harris support via Webex connection

**Additional Purchaser Requirements:**

**Website:** It is the Purchaser's responsibility to update their website with the required hyperlink which points to the FlexiBill Resident Web Portal application residing on the Harris webserver. Purchaser must instruct their webmaster to contact Harris for the hyperlink specifications.

**Discount Rate Changes:** It is the Purchaser's responsibility to monitor changes in Purchaser's credit card transaction fees and to adjust their online convenience fees accordingly.

**AGREEMENT TERMS AND CONDITIONS:**

**1. Definition**

**a. Software Applications.** "Software Applications" are the computer programs explicitly listed above in the section titled "Software Products" and those indicated using initials by the Purchaser in the section titled "Software Options".

**2. Payment Terms:**

Order will be processed with the return of signed contract and an initial payment of 50% of the total software, professional services, hardware, and customizations as outlined above. Orders will not be processed until both of these two requirements are satisfied.

The remaining fees for the Software Applications shall be invoiced after delivery (CD-ROM or Electronic Transfer) to Purchaser and due thirty (30) days from the date of invoice.

License Transfer Fees, if applicable, shall be invoiced at the start of the project and due in thirty (30) days.

Professional Services and any applicable travel and lodging expenses, shall be billed monthly as the work is performed.

State Taxes are applicable on prices listed. If the Purchaser is Tax Exempt, a Tax Exemption Certificate must be provided with this signed Contract.

**3. Delivery Media Type:** CD-ROM or Electronic Transfer

**4. Delivery Schedule:**

The parties will agree upon an appropriate training, project, and delivery schedule based on, among other things, the modules in respect of which training is required and the skills and availability of both the Purchaser and Harris staff members.

**5. Data Conversion:**

The success of a data conversion is based on the format and quality of the input data. Unless otherwise indicated, conversion is strictly limited to non-dollar amounts. A typical utility billing conversion includes information such as names, addresses, phone numbers, and services. Only information explicitly listed in this document will be converted. Initial cost estimates for conversion are included in system pricing proposals but these are only estimates until inspections or sample data can be examined to verify data formats and data integrity. Only then can an accurate conversion cost can be established. Any costs associated with obtaining the data from the existing vendor are the responsibility of the Purchaser. Sample data shall be provided in standard fixed length format with ASCII display characters only. Data must be on a media formats readable by Harris. File layouts must include:

- |               |                |                                    |
|---------------|----------------|------------------------------------|
| * Record size | * Field length | * Field starting and ending points |
| * Field name  | * Field type   | * Data field description           |

Where ever possible, the data extraction shall be done twice. The first extraction is to test and create the conversion tools. The second extraction is done when the implementation is ready to go live.

In the event a data re-conversion is required, for whatever reason, Purchaser will be billed at the original rate quoted above in the Conversion section of the Agreement.

#### **6. Maintenance and Support Fees:**

Maintenance and Support fees ("MSF") include all program updates, enhancements and general releases that Harris makes available to the Purchaser as part of its regular software maintenance program. MSF does not include fees for any third party licenses or Harris services that may be necessary to perform a third party license upgrade. MSF also includes access to the Harris support hot line.

The initial maintenance amount will be billed and due the earlier of sixty (60) days from the date of signing of the Agreement or the date which represents the Completion of Services. Harris reserves the right to change maintenance and support fees from time to time.

Subsequent years MSF shall be rendered at the beginning of each year in which services are to be furnished. Lapses in annual MSF will be monitored and will lead to denial of support, upgrade privileges and termination of Licenses. In the event of a lapse, Purchaser will be subject to reactivation fees not to exceed 40% of the current annual MSF applied to each year of the lapse including partial year lapses plus the amount representing "the lapsed" MSF. The specific services provided by the technical support staff are outlined in the Harris Software Support Agreement Standard Guidelines.

#### **7. Additional Customization(s):**

The Purchaser and Harris have jointly reviewed the Software Applications and have determined that all items are adequate except as noted in the CUSTOMIZATIONS section. Additional customization(s) or report modifications not identified in this Agreement will be quoted as requested and billed at the hourly rate of \$150.00. Customizations and/or report modifications requested one year or more from the date of this agreement will be billed at the then current Harris hourly rate. No additional customizations will be undertaken without prior agreement by both parties on cost, scope of functionality, and the impact on the project schedule.

Ten percent of any fees associated with any customization services will automatically be added to the Purchaser's MSF.

#### **8. Forms:**

Purchaser agrees to use standard forms unless otherwise indicated. If purchaser does not order forms from Harris, forms must be approved by Harris Project Manager (named below in Section 15) before ordering. A Change Order may be issued to purchaser by Harris for any report modifications, which will be billed at a rate of one hundred-fifty dollars (\$150) per hour.

#### **9. Professional Services:**

Additional professional services are available on-site or via the telephone. Telephone work is billed at \$150.00 per hour. On-site work is billed at \$1000.00 per day plus travel, lodging and per diem expenses. Work performed one year or more from the date of this agreement will be billed at the then current Harris rates. Help line support does not include training. New employees must be trained by Purchaser or by making arrangements with Harris.

In the event, Purchaser wishes to schedule any professional services on a Saturday, there is a \$250 surcharge.

Application consulting and setup services may include but are not limited to: software installation, configuration, data validation, system setup, system balancing, interface setup, interface testing, process training, application training and business requirements gathering.

#### **10. Travel and Lodging Expenses:**

Travel and lodging expenses will be billed in conjunction with any services work performed at the Purchaser's offices by Harris personnel. Lodging expenses will include hotel expenses and will only be charged if an employee is required to spend the evening. Travel expenses may include airfare if the employee is required to travel by air to reach the Purchaser's offices. Travel may include the cost of a rental car. If an employee uses his/her personal vehicle, mileage will be charged at the currently published IRS reimbursement rate. When an employee is at or traveling to the Purchaser's offices, fifty dollars (\$50) per day will be charged to cover meals and incidentals. If an employee must travel on Saturday, Sunday, or a holiday, or is at the purchaser's office on a holiday, one hundred dollars (\$100) per day will be charged to cover meals and incidentals.

Harris will use its best efforts to minimize all travel and lodging expenses. Only actual travel and lodging expenses will be billed to the Purchaser.

#### **11. Grant of License**

Harris hereby grants Purchaser a nontransferable, nonexclusive, nonrefundable license under the terms of this Agreement to use the Software Applications on its equipment subject to the following:

- a. The Purchaser may not sublicense, rent, lease or assign the Software Applications.
- b. No license is given to Purchaser for the source code to the Software Applications. The Purchaser is expressly prohibited from reverse engineering, decompiling, or disassembling the Software Applications or from creating a derivative or modified copy of the Software Applications.

c. Initial delivery of the Software Application shall be COTS ("Commercial off the shelf"). Purchaser is not relying upon any future product future product availability or functionality upon entering into the payment obligations under this Agreement

## 12. Performance by Customer

**(a) Co-operation by Purchaser** -- The Purchaser acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the Purchaser and its staff and agrees to act reasonably and co-operate fully with the Consultant to achieve the Completion of Services.

**(b) Required Programs.** The Purchaser acknowledges that if the use of the Software requires that the Purchaser obtain and install additional software programs, then the Purchaser agrees that the acquisition of the additional software programs shall be at its sole cost and that the cost thereof is not included in the fees herein. The Purchaser further acknowledges that the operation of the Software requires the Purchaser's hardware to be of sufficient quality, condition and repair, and the Purchaser agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the achievement of Completion of Services.

**(c) Project Manager** -- The Purchaser shall appoint a project manager who shall work closely with Harris Staff to facilitate the successful completion of the implementation process and who shall be responsible for supervising the staff of the Purchaser and their co-operation with and participation in such process.

## 13. Warranty Disclaimer

Harris does not make, and hereby disclaims, any and all express and/or implied warranties regarding the services or any material provided by Harris to Purchaser pursuant to this agreement, including, but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement, and warranties arising from a course of dealing, usage or trade practice. Further, Harris does not warrant that the Software Licenses will meet any exact user requirements, and that the software will operate error free or uninterrupted. In the event an error is discovered in one of the Software Applications currently covered by MSF, and the error is confirmed, Harris will make reasonable efforts to provide Purchaser with a correction.

It is acknowledged by the parties hereto that the Hardware provided by Harris to Customer pursuant to this Agreement was manufactured and delivered to Customer by a third party manufacturer and Harris is reselling it to Customer. As such, Customer makes no warranties, express or implied, with respect to the Hardware, including, without limitation, their merchantability or fitness for a particular purpose. Any warranty Customer has with respect to the Hardware shall be solely provided by the manufacturer(s)."

## 14. Limitations on Liability

Purchaser agrees that Harris' liability hereunder for damages, regardless of the form of action, shall be limited to actual direct damages and shall not exceed the charges hereunder paid by Purchaser to Harris. Purchaser further agrees that Harris will not be liable for any other damages including consequential, incidental, special, exemplary damages, lost profits, failure to realize anticipated savings, data loss, loss of goodwill, business opportunities or reputation, economic loss or for any claim or demand by any third party, except a claim for patent or copyright infringement with respect to Licensed Software.

## 15. Change Order Process

With respect to any proposed changes to the Services defined by this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof, and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change in the allocation of the resources of Harris applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require Harris to provide additional work hours, Harris may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing, the Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute.

The following individuals are authorized to sign off on change orders on the Purchaser's behalf:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

The following individuals are authorized to sign off on change orders on Harris's behalf:

John Swan                      Professional Services and Support Manager  
Ruth Niermeyer              Vice President of Sales & Marketing

**16. Cancellation Policy**

In the event of cancellation of the Agreement by either party for any reason, Purchaser agrees to pay for all Software Applications delivered, any Professional Services rendered and T&L expenses incurred prior to the cancellation. Initial down payment of deposit is non-refundable. Purchaser must provide written notification to Harris if it wishes to cancel the Agreement.

Cancellation of any on-site Services by Purchaser is allowed for any reason if done in writing more than fourteen (14) days in advance of such Services. Cancellation by Purchaser with fourteen (14) days or less of scheduled on-site Services will be billed at fifty percent (50%) of the on-site fee, plus any non-recoverable costs incurred by Harris due to advance scheduling of travel. Additionally, Purchaser hereby acknowledges that cancellation of on-site Services means that such on-site Services will be rescheduled as Harris' then current schedule permits. Harris is not responsible for any delay in Purchaser's project resulting from Purchaser's cancellation of consulting. If additional services are required because the Purchaser was not adequately prepared for the on-site services, Harris will provide a Change Order to the Purchaser for the additional services.

**17. Governing Law; Venue**

This Agreement shall be governed by the substantive and procedural laws of the State of New York. Purchaser hereby agrees to submit to the exclusive jurisdiction of, and venue in, the courts in the State of New York in any dispute arising out of or related to this agreement.

**18. Entire Agreement**

This Agreement shall constitute the entire agreement between the parties hereto with respect to the matters covered herein. Any modification or waiver of this Agreement is effective only if it is in writing signed by an authorized representative of the party to be charged. Provisions of a Customer purchase order or similar document are not applicable if they conflict with or add to the terms of this Agreement.

Purchaser: **City of Claremont, NC**

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

Title: \_\_\_\_\_

<b>Purchaser's Project Leader:</b>	
Contact Name:	_____
Contact Title:	_____
E-mail address:	_____
Phone #:	_____
Fax#:	_____

<b>Purchaser's Billing Department Information:</b>	
Billing Address:	_____
	_____
Accounts Payable Contact:	_____
E-mail address:	_____
Phone & Fax #:	_____
Alternate Contact:	_____

Proposal Prepared By: **Kori Isaac** : Fax 716-297-4499

**Department, Committee & Manager Reports**

Date of Meeting: August 4, 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. Department Dashboard Report
- B. Parks & Recreation Committee

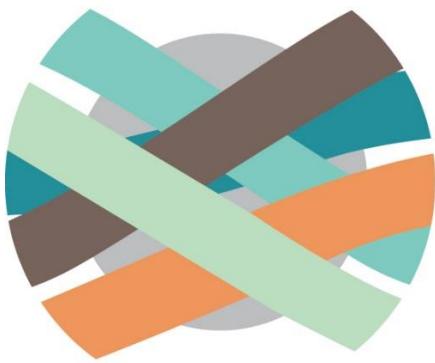
**Item 11**

City Managers Report

**Recommendation: Take Reports**

# Claremont July 2014 Dashboard Report

Police Dept.			Fire Dept.			Financials		
	<b>Month</b>	<b>YTD</b>		<b>Month</b>	<b>YTD</b>		<b>% In</b>	<b>% Out</b>
Calls Answered	891	4925	Calls for Service	43	184	General Fund	1%	12%
Citations Served	115	688	Working Fires	3	33	Enterprise Fund	9%	6%
Warnings	66	426	Training Hours	585	1956			
Number of Arrests	8	51	Prevention Programs	17	106	<b>Rescue Squad</b>		
Accidents	2	50	False Alarms	3	18		<b>Month</b>	<b>YTD</b>
Warrants	12	67	EMS Calls	7	40	Calls for Service		370
Open Cases	4	30				Training Hours		642
Other Activities & Announcements			Other Activities & Announcements			Other Activities & Announcements		
A suspect has been arrested for the Bank Robbery. Chief Bost Lt. Long, Sgt. Clark & Sgt. Cozzen are investigating a Felony B&E in Old Savannah with multiple arrests			The Station will be manned this month with an EMT on each working day of the week. The Fire Dept is beginning to assist on more EMS calls			The Squad has received applications for the Base 1 opening and looking to make a hire in August.		
Public Works			Utility Dept.			Planning & Zoning Dept.		
	<b>Month</b>	<b>YTD</b>		<b>Month</b>	<b>YTD</b>		<b>Month</b>	<b>YTD</b>
Vehicles Serviced	8	54	Water Turned Off	11	81	Zoning Permits	6	21
Recycling Tonnage	4.03	38.3	Water Taps	4	9	Residential Permits	2	10
Solid Waste Tonnage	25.19	209.84	Water Purchased		39,949,500	Commercial Permits	1	6
Street Lights Replaced	5	39	Water Sold	8,045,253	42,830,485	Enforcement Cases	5	31
Work Orders	53	244	McLin WWTP Avg.	142,000	164,333	Planning Board Work	2	16
Sewer Line Jetted	1,631	10,364	North WWTP Avg.	69,000	75,000	Safety Permits	2	7
Other Activities & Announcements			Other Activities & Announcements			Other Activities & Announcements		
Sidewalk installation on Cardinal Lane prep & Water taps for Villas completed			633 of 826 AMR meters installed to date Crews completed the replacement of 160 of water line on S. Lookout			Beginning E-Filing of large format plans and working to streamline permit process. Received 2 wireless upgrades		



# CLAREMONT NORTH CAROLINA

## FY 15 MISSION, VALUES, & GOALS

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### 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 2015 Departmental Goals

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### 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

- Evaluate options to expand the City's fiber network
- Evaluate City personnel pay and position classifications
- Seek ways to expand connections with the City

### Police

- Focus on Driver training
- Complete and Evidence Management System
- Begin strategic cross trainings with the Fire Dept.

### Fire

- Expand fire prevention programs
- Increase use of Firehouse Software
- Strive to bring all members up to NFPA 1403 standards

### Public Works

- Have all needed employees complete OSHA and NCDOT trainings
- Continue ASE certification training for the City Mechanic
- Begin a street edge clean off program
- Implement a storm water control maintenance program

### Parks & Recreation

- Evaluate existing programs & their effectiveness
- Add new programs that fit our outreach goals
- Implement the parks master plan

### Water & Sewer

- Continue in house certifications for distribution and collection systems
- Begin yearly valve cleaning and exercise program
- Begin planning for the expansion of the maintenance facility

