City of Claremont
City Council Meeting
January 5, 2015

Agenda Packet

CITY OF CLAREMONT
CITY COUNCIL MEETING
Regular Meeting
January 5, 2015
7:00 PM
City Hall Council Chambers

AGENDA

1. **CALL TO ORDER**

2. **APPROVAL OF AGENDA**

3. **INVOCATION** – Pastor Dennis Richards

4. **PLEDGE OF ALLEGIANCE**

5. **MAYOR'S REPORT**

6. **CONSENT AGENDA**
   - A. Regular Meeting Minutes – December 1, 2014
   - B. Closed Session Minutes- December 1, 2014
   - C. Closed Session Minutes- December 8 and 9, 2014
   - D. Closed Session Minutes- December 9, 2014

7. **CITIZEN'S CONCERNS AND COMMENTS**

8. **PUBLIC HEARING**
   - A. Text Amendment 14-02- Zoning and Subdivision Ordinance

9. **OLD BUSINESS**
   - A. Prysmian Agreement- Resolution 16-14
   - B. Update on Water, Sewer and Solid Waste Policy

10. **NEW BUSINESS**
   - A. Announcement of City Manager/ Terms of Employment
   - B. Ordinance 12-14 Amend the Code of Ordinances Title 9 Planning and Community Development Zoning and Subdivision Regulations
   - C. Recommended Financing for Fire Truck

D. Authorize the City Manager to Bid the Construction of Pump Station at North Plant, Funding of the Project
E. Resolution 15-14- Declaring Surplus Property
F. Ordinance 13-14- Budget Amendment
G. Authorize the City Manager to enter into an Inter local Agreement with NC DOT for reimbursement of Right of Way Mowing.
H. Ordinance 14-14- Amend the Code of Ordinances Title 3 Public Safety, Chapter 2 Fire Protection
I. Stewart Cooper Newell Proposal- Public Works

11. DEPARTMENT & COMMITTEE REPORTS

A. Department Dashboard Report

12. CITY MANAGER'S REPORT

A. Comments

13. CLOSED SESSION

A. Potential Economic Development - G.S. 143-318.11 (4)

14. ADJOURN

Request for Council Action

To: Mayor and City Council

From: Mike McLaurin, Interim City Manager

Action Requested: Approval of Consent Agenda

A. Regular Meeting Minutes – December 1, 2014

B. Closed Session Minutes- December 1, 2014

C. Closed Session Minutes- December 8 and 9, 2014

D. Closed Session Minutes- December 9, 2014

Recommendations: Approve the Consent Agenda

City of Claremont Regular Meeting Minutes
Monday, December 1, 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, December 1, 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 Sherrill and Councilmember Dale Setzer.

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

Others in attendance were: Robert Smith, Shelly Stevens, Anthony Starr, Andrea Ramsey, Jason Lowrance and Dee Blackwell.

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 Reverend Wesley Frye from Mt. Calvary Lutheran Church. The pledge was led by Councilmember Dayne Miller.

4. MAYOR'S REPORT

Mayor Brown read a thank you note from the family of Darrin Hollar, an appreciation letter from New Life Fellowship Church and an article from the Observer News about fire prevention. Mayor Brown also reminded everyone of the WPCOG annual meeting to be held April 23, 2015

5. CONSENT AGENDA

A. November 3, 2014 Regular Meeting Minutes – Councilmember Timothy Lowrance made a motion to accept November 3, 2014 regular meeting minutes as presented. Councilmember Dayne Miller seconded the motion. The motion passed unanimously.

B. November 3, 2014 Closed Session Minutes- Councilmember Timothy Lowrance made a motion to accept November 3, 2014 closed session minutes. Councilmember Dayne Miller seconded the motion. The motion passed unanimously.

C. 2015 Meeting Calendar- Councilmember Timothy Lowrance made a motion to accept the 2015 meeting schedule as presented. Councilmember Dayne Miller seconded the motion. The motion passed unanimously.

6. CITIZEN'S CONCERN'S & COMMENTS-

Robert Smith spoke to Council regarding the appreciation for the Claremont Police Department. They recently helped to direct traffic for New Life Fellowship Baptist Church Fall Festival.

7. PRESENTATIONS-

A. BGA Shell Building- Catawba County EDC has taken the video we had prepared and added it to their website. This along with a brochure describing the project is available for potential companies. Council and those in attendance watched the video.

8. OLD BUSINESS-

A. Resolution 12-14, amending Resolution 11-14- After last month's approval of Resolution 11-14; Jackie McSwain sent back changes to our original resolution. Motion was made by Councilmember Timothy Lowrance to accept Resolution 12-14, to amend Resolution 11-14. Second was made by Councilmember Nicky Setzer. Motion passed unanimously.

9. NEW BUSINESS-

A. Appoint a City Clerk. – With the departure of Doug Barrick, Council was tasked with appointing a City Clerk. Motion was made by Councilmember Nicky Setzer to appoint Wendy Helms, City Clerk. Second was made by Councilmember Dale Sherrill. Motion passed unanimously.

Interim City Manager, Mike McLaurin gave the oath of office to Mrs. Helms.

B. Proposal for a Pay Rate Study- NCLM MAPS Group was asked to submit a proposal for a pay rate study. The study will cost $5,000 to perform. It will also be completed within a thirty day period after submission date. A proposal for a rate study was presented. Scope of the services will evaluate:

- All positions within the city (full and part time)
- Conduct a comprehensive salary survey
- Prepare and Update class specifications
- Prepare a Pay Plan

- Identify "exempt" and "non-exempt" employees
- Review and recommend effectiveness of the City's compensation system

Councilmember D.B. Setzer made a motion to move forward with the pay rate study. Second was made by Councilmember Dayne Miller. Motion passed unanimously.

C. Adoption of 2015 – 2016 Budget Calendar – Council members and Department Heads were presented a 2015-2016 Budget Calendar. These will be key dates to start the budget process. One date was changed; the budget workshop was moved to Saturday, March 28, 2015.

Motion was made by Councilmember Timothy Lowrance to accept the Budget Calendar with the correction of the March 28th workshop. Second was made by Councilmember Nicky Setzer. Motion passed unanimously.

D. Resolution 13-14 Planning Board Re-appointment- Chairman of the Planning Board, Robert Smith, has recommended that Larry Pannell be re-appointed to a term to expire December 2017.

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

E. Resolution 14-14 Planning Board Appointment- Gene Monday has expressed interest in an open seat on the Claremont Planning Board. Chairman, Robert Smith has recommended that he be appointed to an ETJ member.

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

F. Policy/Procedures for Non-Payment of Solid Waste Fee/Sewer Only Accounts- Staff was in need of direction from council about an ongoing problem since a three dollar charge has been in effect for garbage/recycling services. The city has not been charging a late fee on these accounts, but would like council to be informed of the situation. This subject was for information only.

G. Ordinance 10-14 to Amend the 2015 Budget- Ordinance 10-14 a budget amendment to transfer money received as a reimbursement for a grant to install an Interview Room at the Police Department. Also to move money paid, by members of the Fire Department, for upgraded helmets.

Motion was made by Councilmember Dayne Miller to accept Ordinance 10-14. Second was made by Councilmember Dale Sherrill. Motion passed unanimously.

H. Ordinance 11-14 to Amend the 2015 Budget- Ordinance 11-14 a budget amendment to transfer money received as a reimbursement for the sale of Francis Sigmon Park.

Motion was made by Councilmember Timothy Lowrance to accept Ordinance 11-14. Second was made by Councilmember D.B. Setzer. Motion passed unanimously.

10. DEPARTMENT & COMMITTEE REPORTS

A. Monthly Department Dashboard Report- The monthly dashboard was presented, there were no questions.

11. CITY MANAGER REPORT

Interim City Manager, Mike McLaurin assured council a finalized RFP for financing of the fire truck which is already on order will be ready soon. He also asked Council to reclassify a job which was approved in the 2014-2015 budget. Council was presented a draft job description for a Recreation Events and Park Maintenance Coordinator. The job description was approved.

12. 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, 3, 6) at 7:40 p.m. Second was made by Councilmember D.B. Setzer. Motion passed unanimously.

Motion was made by Councilmember Timothy Lowrance to recess the closed session at 8:47 p.m. Second was made by Councilmember Dayne Miller. Motion passed unanimously.

13. ADJOURN

Motion was made by Councilmember Dayne Miller to adjourn the meeting at 9:08 p.m. Second was made by Councilmember Timothy Lowrance. Motion passed unanimously.

Respectfully submitted,
Wendy L. Helms, City Clerk

_____
Shawn R. Brown, Mayor

Attested:

_____
Wendy Helms, City Clerk

Request for Council Action

To: Mayor and City Council

From: Mike McLaurin, Interim City Manager

Action Requested: Public Hearing

Public Hearing has been called for January 5, 2015 to consider Text Amendment 14-02 to the City's Zoning and Subdivision Ordinances.

Recommendations: Go into a Public Hearing

TO: **Observer News Classifieds**
FROM: **Shelley Stevens, City Planner**
DATE: **January 5th, 2014**
SUBJ: **Public Hearing Notice**

Please publish below the line in legal ads on:
Thursday December 18th and Thursday December 25th.

Send bill and affidavit to:
City of Claremont
PO Box 446
Claremont, NC 28610

NOTICE OF PUBLIC HEARING

The public shall hereby take notice that on **Monday January 5th at 7:00pm**, the Claremont City Council will hold a public hearing at the Claremont City Hall, located at 3288 E Main Street.

At the public hearing, City Council will consider **Text Amendment 14-02** to the City's Zoning and Subdivision Ordinances. **Text Amendment 14-02** includes grammatical revisions, Planning Board/Board of Adjustment composition revisions, and allows for acceptance of digital plats (Zoning Ordinance Articles M and O, and Subdivision Article C). For further information regarding this public hearing or a complete copy of the proposed changes, please contact Shelley Stevens at the WPCOG at (828)485-4238. Notice is hereby given in accordance with NCGS 160A-364.

All interested parties are invited to attend and will be given the opportunity to be heard.

CITY OF CLAREMONT

Memorandum

Date: December 29, 2014

To: Mayor and City Council

From: Mike McLaurin, Interim City Manager

Ref: Request to Authorize the Western Piedmont Council of Government to Administer the Prysmian Building Reuse Grant

This is to request the city contract with the Western Piedmont Council of Government to administer the above mention grant. Under the grant provisions, the city must provide a 5% match. As proposed the grant request is for $ 240,000 of which 5% would be $ 12,000. Therefore I am recommending that if the grant is approved, the city will contract with Western Piedmont Council of Government in the amount of up to 5% of the grant amount.

828-466-7255 City Hall · 828-459-0596 Fax
3288 East Main Street · Post Office Box 446 · Claremont, NC 28610

CITY OF CLAREMONT
NORTH CAROLINA

RESOLUTION # 16-14

Authorizing Resolution Rural Economic Development Division North Carolina Department of Commerce Building Reuse Program Prysmian Group Building Reuse Application

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WHEREAS, the North Carolina General Assembly authorized in 2014 funds to the North Carolina Department of Commerce Rural Economic Development Division to stimulate economic development and job creation. A portion of the funding authorized the making of grants to aid eligible units of government to stimulate the creation of jobs through the expansion and renovation of buildings currently in use that will spur economic activity; and

WHEREAS, Claremont desires to assist through grant funding the economic renovation of a now vacant section of the Prysmian Group facility located at 2511 Penny Road in Claremont; and

WHEREAS, Claremont intends to request from NC Department of Commerce Rural Economic Development Division grant assistance for the project from the Building Reuse Program for the renovation and restoration of a now vacant section of the facility allowing for a new manufacturing line that will create new full-time employment at the facility:

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

That Claremont provides the minimum 5% cash match for an application request up to $240,000 if a grant award is made.

That Michael McLaurin, Interim City Manager, and successor city managers, are hereby authorized to execute and file an application on behalf of Claremont with The NC Department of Commerce Rural Economic Development Division for a grant to assist in the re-development of the project described above.

That Michael McLaurin, Interim City Manager, and successor city managers, are hereby authorized and directed to furnish such information as The NC Department of Commerce Rural Economic Development Division may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That Claremont has substantially complied or will substantially comply with all Federal, State, and Local laws, rules, regulations, and ordinances applicable to the project and to the grants pertaining thereto.

Adopted this the 5th day of January, 2015 at Claremont, North Carolina.

_____

Shawn R. Brown, Mayor

CERTIFICATE OF RECORDING OFFICER

The undersigned duly qualified Wendy L. Helms, City Clerk, does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with The NC Department of Commerce Rural Economic Development Division, as adopted at a legally convened meeting of the Claremont City Council duly held on the 5th day of January 2015; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of January, 2015.

_____

Wendy L. Helms
City Clerk

Request for Council Action

To: Mayor and City Council

From: Mike McLaurin, Interim City Manager

Action Requested: Update on Water, Sewer and Solid Waste Policy

Interim City Manager, Mike McLaurin will give an update to these policies.

Recommendations: Consider recommendations

Request for Council Action

To: Mayor and City Council

From: Mike McLaurin, Interim City Manager

Action Requested: Announcement of New City Manager/ Terms of Employment

Recommendations: Introductions

Request for Council Action

To: Mayor and City Council

From: Mike McLaurin, Interim City Manager

Action Requested: Ordinance 12-14 Amend the Code of Ordinances Title 9 Planning and Community Development Zoning and Subdivision Regulations

City Planner, Shelley Stevens will hold a public hearing on these revisions.

Recommendations: Approve as Presented

Memorandum

From: Shelley Stevens, City Planner
Date: December 23rd, 2014
Subject: **Text Amendment 15-01**

Dear Mayor and Council,

Please find the attached proposed language for amendments to the City's Zoning and Subdivision Ordinances. The text amendment includes grammatical revisions, Planning Board/Board of Adjustment composition revisions, and allows for acceptance of digital plats (Zoning Ordinance Articles M and O, and Subdivision Article C).

The Planning Board recommends approval of the proposed changes. New language is in red. The public hearing was advertised in the Observer News Enterprise 18 days prior to the hearing, December 18th and December 25th.

Please contact me prior to the meeting if you have any questions:
shelley.stevens@wpcog.org or 828-485-4238.

CITY OF CLAREMONT
NORTH CAROLINA

ORDINANCE #12-14

AN ORDINANCE TO AMEND TO THE CODE OF ORDINANCES

OF THE CITY OF CLAREMONT

TITLE 9

PLANNING AND COMMUNITY DEVELOPMENT

ZONING AND SUBDIVISION REGULATIONS

WHEREAS, the City of Claremont proposes to amend the Zoning and Subdivision Ordinances because it is important to update regulations as situations change;

WHEREAS, the Planning Board of the City of Claremont has considered the proposed amendment and recommend said amendment for approval by the City Council; and

WHEREAS, the Claremont Land Development Plan does not address this specific amendment,

WHEREAS, City Council has conducted a public hearing to consider comments relative to the proposed amendment; and

WHEREAS, notification of the public hearing was duly published,

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

That Title Nine (9) Sections 9-3-222, 9-3-251, 9-4-34, 9-4-36 and 9-4-37 are hereby amended by changing the following:

Article M: Watershed Protection Rules

Sec. 9-3-222 Buffer areas required.

1. A minimum one hundred (100) foot vegetative buffer is required for all new development activities that exceed the low density option; otherwise, a minimum thirty (30) foot vegetative buffer for development activities is required along the stream bank of all perennial waters indicated on the most recent versions of US GS 1:24,000 (7.5 minute) scale topographic maps or as determined by local government studies. Desirable artificial stream bank or shoreline stabilization is permitted.

2. No new development is allowed in the buffer except for water dependent structures and public projects such as road crossings and greenways where no practical alternative exists. These activities should minimize built-upon surface area, direct runoff away from the surface waters and maximize the utilization of stormwater ~~B~~best ~~M~~management ~~P~~practices. (Ord. of 12-7-04, No. 37-02)

Article O: Planning Board

Sec. 9-3-251 Establishment of Planning Board.

A Planning Board is hereby established as provided in Section 160A-361 of the General Statutes of North Carolina. Said Board shall consist of eight (8) regular members and one (1) alternate member and shall have proportional representation from within the corporate limits and the extraterritorial jurisdiction (ETJ) of the City of Claremont. ~~Six (6)~~ Five (5) regular members and one (1) alternate member shall reside inside city limits and be appointed by the City of Claremont. ~~Two (2)~~ Three (3) regular members shall reside outside city limits but inside the city's ETJ and be appointed by the Catawba County Board of Commissioners. Members shall serve overlapping terms of three (3) years. Initially the City Council and County Commissioners shall appoint two (2) regular members for a three (3) year term, two (2) regular members for a two (2) year term and one (1) alternate member for a one (1) year term. The alternate member of the Planning Board shall be called on to attend only those meetings and hearings at which one (1) or more regular members are absent or are unable to participate in hearing a case (considering a text or zoning amendment) because of an impermissible conflict of interest as set out in N.C.G.S. 160A-388. Except at the election of officers, at no time shall more than eight (8) members participate officially in any meeting or hearing. Should population in either the city or extraterritorial jurisdiction change enough to require an additional member to the Planning Board or the Zoning Board of Adjustment then numbers appointed by the City Council and the Claremont County Board of Commissioners will be changed accordingly. (Ord. of 12-7-04; No. 37-02; Ord. of 8-7-06; No. 18-06)

Article C: Procedure for Review and Approval of Subdivision Plats

Sec. 9-4-34 Procedure for review of minor subdivisions.
(a) Prior to submission of a final plat, the subdivider shall submit to the subdivision administrator three copies of a sketch plan or a digital copy of the proposed subdivision containing the following information:

Sec. 9-4-36 Final plat for minor subdivisions.
(c) Three copies of the final plat shall be submitted to the subdivision administrator. One of these shall be on reproducible material, and two shall be black or blue line paper prints or, alternatively, in the form of a digital copy. Material and drawing medium for the original shall be in accordance with the Manual of Practice for Land Surveying in North Carolina, where applicable, and the requirements of the Catawba County Register of Deeds. In the event of conflict between material and drawing medium for the original as set forth in the Manual of Practice for Land Surveying in North Carolina and the requirements of the Catawba County Register of Deeds, the requirements of the Catawba County Register of Deeds shall control.

Sec. 9-4-37 Certifications to be depicted on final plat.
(a) The final plat shall meet the specifications in section 9-4-42. The following signed certificates shall appear on all three copies of the final plat or the digital plat and original:

Adopted this the 5th day of January, 2015.

_____
Shawn Brown, Mayor

ATTEST:

_____
Wendy Helms, City Clerk

CITY OF CLAREMONT

Memorandum

Date: December 29, 2014

To: Mayor and City Council

From: Mike McLaurin, Interim City Manager

Ref: Requests for Proposals to Finance New Fire Truck

Earlier this month the city released a Request for Proposals to fund the remaining cost of the Smeal Fire Apparatus scheduled to be completed in April 2015. Proposals were sent to BB&T, Regions, and Peoples Bank. In addition, a notice was placed on the city's website.

The Request for Proposal was for 10 year financing of up to $ 264,000 with a request that quotes be provided for both advance and arrears payment. The information received include:

Facility	Payment Type	Interest Rate	Annual Payment	First Payment
BB & T	Advance	2.39%	$29,499.15	2015
Regions	Advance	2.42%	$29,329.97	2015
BB & T	Arrears	2.48%	$20,133.15	2016
Regions	Arrears	2.50%	$30,039.75 (See Note 1)	2016

Note: 1 – Region's cover letter reports the Arrears payment to be $ 30,039.75 while the Normal Amortization Letter is showing a cost of $ 30,133.15.

Over the next few days, I and the city attorney will be evaluating the proposals and will have a recommendation for you at your meeting.

828-466-7255 City Hall · 828-459-0596 Fax
3288 East Main Street · Post Office Box 446 · Claremont, NC 28610

BB&T

BB&T Governmental Finance

PO Box 31273
Charlotte, N.C. 28231
(704) 954-1700
Fax (704) 954-1799

December 24, 2014

Stephanie Corn
Finance Director
City of Claremont
101 W. First Street
Claremont, North Carolina 28098

Dear Ms. Corn:

Branch Banking and Trust Company ("BB&T") is pleased to offer this proposal for the financing requested by the City of Claremont, North Carolina ("City").

(1) Project: Smeal Fire Apparatus Pumper Truck

(2) Amount To Be Finance: $264,000.00

(3) Interest Rates, Financing Terms and Corresponding Payments:

Term	Rate
9 years (advance)	2.39%
10 years (arrears)	2.48%

Payments shall be annually in advance or in arrears, as requested. See the attached amortization schedule(s) for information on payments.

The financing proceeds shall be deposited on behalf of the City in a project fund account with Branch Banking & Trust. Earnings on the project fund shall accrue to the benefit of the City for use on Project costs or interest payments.

The interest rate stated above is valid for a closing not later than 45 days after today. A convenient date and time shall be mutually agreed upon for closing. Closing is contingent upon completing documentation acceptable to BB&T and upon the condition of the equipment acceptable to BB&T. BB&T shall provide a list of required documentation for closing should we be the successful proposer. Additionally, we shall review your most recent financial statements before funding this transaction.

All applicable taxes, permits, costs of counsel for the City and any other costs shall be the City's responsibility and separately payable by the City. The financing documents shall allow prepayment of the principal balance in whole on a scheduled payment date with a 1% prepayment premium.

The stated interest rate assumes that the City expects to borrow less than $10,000,000 in calendar year 2014 and that the City shall comply with IRS Code Sections 141, 148, 149(e) and Section 265(b)(3). BB&T reserves the right to terminate its interest in this bid or to negotiate a mutually acceptable rate if the financing is not a qualified tax-exempt financing.

(4) Financing Documents:

BB&T and its counsel shall prepare all documentation for the City. We shall provide a sample of those documents to you should BB&T be the successful proposer. This financing shall be secured by a first lien security interest in all property acquired with proceeds.

* * * * *

BB&T appreciates the opportunity to make this financing proposal and requests to be notified within ten days of this proposal should BB&T be the successful proposer.

BB&T shall have the right to cancel this offer by notifying the City of its election to do so (whether or not this offer has previously been accepted by the City) if at any time prior to the closing there is a material adverse change in the City's financial condition, if we discover adverse circumstances of which we are currently unaware, if we are unable to agree on acceptable documentation with the City or if there is a change in law (or proposed change in law) that changes the economic effect of this financing to BB&T. We reserve the right to negotiate and/or terminate our interest in this transaction should we be the successful proposer.

Should we become the successful proposer, we have attached the form of a resolution that your governing board can use to award the financing to BB&T. If your board adopts this resolution, then BB&T shall not require any further board action prior to closing the transaction.

Please call me at (704) 954-1700 with your questions and comments. We look forward to hearing from you.

Sincerely,

BRANCH BANKING AND TRUST COMPANY

F. Louis Loyd III/RLE
Senior Vice President

Enclosure

Resolution Approving Financing Terms

WHEREAS: The City of Claremont ("City") has previously determined to undertake a project for a Smeal Fire Apparatus Pumper Truck (the "Project"), and the Finance Officer has now presented a proposal for the financing of such Project.

BE IT THEREFORE RESOLVED, as follows:

1. The City hereby determines to finance the Project through Branch Banking and Trust Company ("BB&T"), in accordance with the proposal dated December 24, 2014. The amount financed shall not exceed $264,000.00, the annual interest rate (in the absence of default or change in tax status) shall not exceed 2.39%, and the financing term shall not exceed nine (9) years from closing.

2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the City are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.

3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by City officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.

4. The City shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The City hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

5. The City intends that the adoption of this resolution will be a declaration of the City's official intent to reimburse expenditures for the project that is to be financed from the proceeds of the BB&T financing described above. The City intends that funds that have been advanced, or that may be advanced, from the City's general fund, or any other City fund related to the project, for project costs may be reimbursed from the financing proceeds.

6. All prior actions of City officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this _____ day of _____, 2014.

By: _____ (Clerk)

By: _____ (Mayor)

SEAL

Resolution Approving Financing Terms

WHEREAS: The City of Claremont ("City") has previously determined to undertake a project for a Smeal Fire Apparatus Pumper Truck (the "Project"), and the Finance Officer has now presented a proposal for the financing of such Project.

BE IT THEREFORE RESOLVED, as follows:

1. The City hereby determines to finance the Project through Branch Banking and Trust Company ("BB&T"), in accordance with the proposal dated December 24, 2014. The amount financed shall not exceed $264,000.00, the annual interest rate (in the absence of default or change in tax status) shall not exceed 2.48%, and the financing term shall not exceed ten (10) years from closing.

2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the City are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.

3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by City officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.

4. The City shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The City hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

5. The City intends that the adoption of this resolution will be a declaration of the City's official intent to reimburse expenditures for the project that is to be financed from the proceeds of the BB&T financing described above. The City intends that funds that have been advanced, or that may be advanced, from the City's general fund, or any other City fund related to the project, for project costs may be reimbursed from the financing proceeds.

6. All prior actions of City officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this _____ day of _____, 2014.

By: _____ (Clerk)

By: _____ (Mayor)

SEAL

City of Claremont - Smeal Fire Apparatus Pumper Truck

Compound Period: Annual

Nominal Annual Rate: 2.390%

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	1/15/2015	264,000.00	1		
2	Payment	5/1/2015	29,499.15	1		
3	Payment	5/1/2016	29,499.15	9	Annual	5/1/2024

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	1/15/2015				264,000.00
1	5/1/2015	29,499.15	1,857.83	27,641.32	236,358.68
2015 Totals		29,499.15	1,857.83	27,641.32	
2	5/1/2016	29,499.15	5,648.97	23,850.18	212,508.50
2016 Totals		29,499.15	5,648.97	23,850.18	
3	5/1/2017	29,499.15	5,078.95	24,420.20	188,088.30
2017 Totals		29,499.15	5,078.95	24,420.20	
4	5/1/2018	29,499.15	4,495.31	25,003.84	163,084.46
2018 Totals		29,499.15	4,495.31	25,003.84	
5	5/1/2019	29,499.15	3,897.72	25,601.43	137,483.03
2019 Totals		29,499.15	3,897.72	25,601.43	
6	5/1/2020	29,499.15	3,285.84	26,213.31	111,269.72
2020 Totals		29,499.15	3,285.84	26,213.31	
7	5/1/2021	29,499.15	2,659.35	26,839.80	84,429.92
2021 Totals		29,499.15	2,659.35	26,839.80	
8	5/1/2022	29,499.15	2,017.88	27,481.27	56,948.65
2022 Totals		29,499.15	2,017.88	27,481.27	
9	5/1/2023	29,499.15	1,361.07	28,138.08	28,810.57

2023 Totals		29,499.15	1,361.07	28,138.08	
10	5/1/2024	29,499.15	688.58	28,810.57	0.00
2024 Totals		29,499.15	688.58	28,810.57	
Grand Totals		294,991.50	30,991.50	264,000.00	

City of Claremont - Smeal Fire Apparatus Pumper Truck

Compound Period: Annual

Nominal Annual Rate: 2.480%

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	1/5/2015	264,000.00	1		
2	Payment	1/5/2016	30,133.15	10	Annual	1/5/2025

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	1/5/2015				264,000.00
2015 Totals		0.00	0.00	0.00	
1	1/5/2016	30,133.15	6,547.20	23,585.95	240,414.05
2016 Totals		30,133.15	6,547.20	23,585.95	
2	1/5/2017	30,133.15	5,962.27	24,170.88	216,243.17
2017 Totals		30,133.15	5,962.27	24,170.88	
3	1/5/2018	30,133.15	5,362.83	24,770.32	191,472.85
2018 Totals		30,133.15	5,362.83	24,770.32	
4	1/5/2019	30,133.15	4,748.53	25,384.62	166,088.23
2019 Totals		30,133.15	4,748.53	25,384.62	
5	1/5/2020	30,133.15	4,118.99	26,014.16	140,074.07
2020 Totals		30,133.15	4,118.99	26,014.16	
6	1/5/2021	30,133.15	3,473.84	26,659.31	113,414.76
2021 Totals		30,133.15	3,473.84	26,659.31	
7	1/5/2022	30,133.15	2,812.69	27,320.46	86,094.30
2022 Totals		30,133.15	2,812.69	27,320.46	
8	1/5/2023	30,133.15	2,135.14	27,998.01	58,096.29
2023 Totals		30,133.15	2,135.14	27,998.01	

9	1/5/2024	30,133.15	1,440.79	28,692.36	29,403.93
2024 Totals		30,133.15	1,440.79	28,692.36	
10	1/5/2025	30,133.15	729.22	29,403.93	0.00
2025 Totals		30,133.15	729.22	29,403.93	
Grand Totals		301,331.50	37,331.50	264,000.00	

REGIONS
EQUIPMENT FINANCE
CORPORATION

December 23, 2014

City of Claremont
ATTN: Stephanie Corn
3288 East Main Street
Claremont, NC 28610

Dear Ms. Corn,

Regions Equipment Finance Corporation is pleased to furnish the following tax-exempt Installment Purchase Contract (lease proposal) for your review and consideration.

Lessor:	Regions Equipment Finance Corporation, or its Assignee.
Lessee:	City of Claremont, North Carolina
Equipment:	Smeal Fire Apparatus Pumper
Equipment Cost:	Up to $ 264,000.00
Delivery / Facility Term:	Anticipated on or around January 15, 2015
Base Term:	120 Months
Option 1:	**Bank Qualified**
Rental:	A.) $29,329.97 (Principal and Interest) – Payments in Advance B.) $30,039.75 (Principal and Interest) – Payments in Arrears
Payment Frequency:	Annually (in Advance or Arrears per above option A or B)
Payment Method:	Lessee agrees that all rent and other payments will be made by automatic funds withdrawal (ACH), and Lessee will execute documentation satisfactory to Lessor to facilitate such payments.
Implicit Rate:	A.) 2.42%; or B.) 2.50%
Rental Factor Adjustment:	The Rental Factor presented in this proposal is based on current market conditions and Regions Cost of Funds on December 22, 2014. The Rental Factor as quoted on this proposal shall be adjusted upward or downward in order to maintain Lessor's economic yield as exists at this date. Payments shall be fixed at closing.
Lease Commencement:	The Base Term shall commence on the date of closing and delivery and acceptance of the Equipment. The first monthly rental shall be due, based upon anticipated Delivery, on: A.) January 15, 2015, or B.) January 15, 2016. Remaining rental payments shall be due annually thereafter. All payments shall be subject to any applicable state and local sales/use taxes.

Bank Qualified:	It is anticipated that this transaction will be bank qualified. The interest rate stated above assumes that the Lease will be a bank qualified tax-exempt obligation pursuant to Section 265(b) 3 of the Internal Revenue Code of 1986.
Opinion of Counsel:	Prior to closing the Lease, Lessor must be provided with an opinion of Lessee's counsel, at Lessee's expense, satisfactory to Lessor and its counsel, which shall include opinions that the Lease and related documentation are duly authorized, executed and delivered by Lessee, that the parties have complied with all applicable state laws, including laws regulating bidding or government contracts and that a portion of the rents designated and paid will be exempt from state and federal income taxes.
Net Lease:	The Lease will be a "net lease" with Lessee responsible for all expenses, including (a) maintenance costs, liability and physical damage insurance satisfactory to Lessor and (b) taxes relating to the purchase, lease, possession and use of the Equipment (some of which may be added to the cost of the Equipment or collected as the gross rentals as appropriate under state law), excluding taxes based solely on the net income of Lessor. Lessor is not responsible for the selection, suitability or performance of the Equipment and Lessee will be responsible for all payments and performance irrespective of any defect in the Equipment.
Purchase At End Of Term:	At the expiration of the Lease Term, and upon payment of all rentals, so long as no default exists thereunder and the Lease has not been earlier terminated, Lessee shall have the option to purchase all (but not less than all) of the Equipment on an AS IS, WHERE IS BASIS for one dollar ($1.00).
Documentation:	Lessor will provide all documentation required to close the Lease. Any modifications requested by Lessee must be approved by Lessor. Any associated legal fees will be reimbursed to Lessor by Lessee.
Transactional Costs:	Unless otherwise agreed in writing, Lessee will be responsible for all costs including, without limitation, appraisal fees, disbursements, and recording fees. Lessee will be responsible for all costs it incurs.
Insurance:	Lessee will be responsible to purchase and maintain liability insurance coverage equal to $1,000,000.00 naming Lessor as Additional Insured and physical damage insurance coverage with a deductible of no more than $5,000.00 naming Lessor as Loss Payee. Lessee will furnish satisfactory evidence of such insurance prior to funding.
Contingencies:	**This proposal is not and should not be construed as a commitment to fund.** The terms and provisions presented herein are subject to among other things (1) Lessor's credit review and approval of Lessor's investment in the Equipment and the economics of the proposed transaction, at Lessor's sole discretion, and (2) execution of all documentation in form and substance satisfactory to all parties to the transaction. Lessor makes no representation as to the legal, tax or accounting treatment of the Lease. Lessor shall not have any obligation whatsoever under this proposal and shall only be obligated under and as provided in the documentation referred to in clause (2) above. No notice of approval or other communication from Lessor or anyone claiming to act on its behalf shall waive or modify the limitations contained in this paragraph.

Federal law requires all financial institutions to obtain, verify, and record information regarding customers. Lessor has or will obtain and keep on file information complying with 31 CFR Part 103.121 regarding Lessee, including Lessee's name, address and copies of various identifying documents.

By acceptance of this proposal, Lessee requests Lessor to take all actions necessary to evaluate the transactions contemplated hereby, including ordering credit reports. This proposal shall expire as of the close of business on **January 15, 2015**, unless extended in writing by Lessor. This proposal may not be modified, supplemented or otherwise changed except in a writing signed by an officer of Lessor, subject to the further limitations expressed above.

We look forward to your early review and acceptance of this proposal. If there are any questions, please do not hesitate to contact me directly at (704) 770-3677.

Sincerely,

Ernest L. Meland
Vice President
Regions Equipment Finance Corporation

Patrick Mizzell
Vice President
Community Banking

PROPOSAL ACCEPTED:

By: _____

Title: _____

Date: _____

Confidentiality. This Term Sheet contains confidential and proprietary structuring and pricing information. Except for disclosure on a confidential basis to your accountants, attorneys and other professional advisors retained by you in connection with this financing or as may be required by law, the contents of this Term Sheet may not be disclosed in whole or in part to any other person or entity without our prior written consent, provided that nothing herein shall restrict disclosure of information relating to the tax structure or tax treatment of the proposed borrowing as required to comply with applicable Federal income tax rules relating to such disclosure.

No Fiduciary Role. The Lessee acknowledges and agrees that: (i) information contained in this document regarding the Tax-exempt Lease is for discussion purposes only in anticipation of engaging in arm's length commercial transactions with Lessee in which the Lessor would be acting solely as a principal, and not as a municipal advisor, financial advisor or fiduciary to Lessee or any other person or entity regardless of whether the Lessor or an affiliate has or is currently acting as such on a separate transaction; (ii) the Lessor has not assumed any advisory or fiduciary responsibility to the Lessee with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Lessor or its affiliates have provided other services or are currently providing other services to the Lessee on other matters); (iii) the only obligations the Lessor has to the Lessee with respect to the transaction contemplated hereby expressly are set forth in this term sheet; and (iv) the Lessee has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

Regions Capital Advantage, Inc. ("Lessor or Assignee") and its representatives are not registered municipal advisors and do not provide municipal advisory services to municipal entities and obligated persons under Section 15B of the Securities Exchange Act of 1934, including that Lessor and its representatives do not provide advice or recommendations concerning swaps or other derivatives or other municipal financial products or concerning the structure, timing or terms of the issuance of municipal securities. Lessor and its representatives do not owe you a fiduciary duty with respect to any information or services provided. Managed securities portfolio services are provided through Regions Investment Management, Inc., a registered investment adviser affiliate of Regions Bank. Corporate trust services are provided through Regions Institutional Services, a division of Regions Bank.

EXHIBIT - A

A.) AMORTIZATION TABLE - In Advance - 1st Payment Upon Delivery

date	funding	payment	interest	principal	balance
1/15/2015	264,000.00				264,000.00
1/15/2015		29,329.97	-	29,329.97	234,670.03
1/15/2016		29,329.97	5,679.01	23,650.95	211,019.08
1/15/2017		29,329.97	5,106.66	24,223.31	186,795.78
1/15/2018		29,329.97	4,520.46	24,809.51	161,986.27
1/15/2019		29,329.97	3,920.07	25,409.90	136,576.37
1/15/2020		29,329.97	3,305.15	26,024.82	110,551.55
1/15/2021		29,329.97	2,675.35	26,654.62	83,896.93
1/15/2022		29,329.97	2,030.31	27,299.66	56,597.27
1/15/2023		29,329.97	1,369.65	27,960.31	28,636.95
1/15/2024		29,329.97	693.01	28,636.95	-
	264,000.00	293,299.67	29,299.67	264,000.00	

B.) AMORTIZATION TABLE - In Arrears - 1st Payment due in 12 Mos.

date	funding	payment	interest	principal	balance
1/15/2015	264,000.00				264,000.00
1/15/2016		30,164.31	6,600.00	23,564.31	240,435.69
1/15/2017		30,164.31	6,010.89	24,153.42	216,282.27
1/15/2018		30,164.31	5,407.06	24,757.26	191,525.01
1/15/2019		30,164.31	4,788.13	25,376.19	166,148.82
1/15/2020		30,164.31	4,153.72	26,010.59	140,138.23
1/15/2021		30,164.31	3,503.46	26,660.86	113,477.37
1/15/2022		30,164.31	2,836.93	27,327.38	86,149.99
1/15/2023		30,164.31	2,153.75	28,010.56	58,139.43
1/15/2024		30,164.31	1,453.49	28,710.83	29,428.60
1/15/2025		30,164.31	735.71	29,428.60	-
	264,000.00	301,643.13	37,643.13	264,000.00	

Request for Council Action

To: Mayor and City Council

From: Mike McLaurin, Interim City Manager

Action Requested: Authorize the City Manager to Bid the Construction of Pump Station at North Plant, Funding of the Project

Authorize the City Manager to start the bid process of the construction of a Pump Station at the North Plant. Also give him direction and authorization for the funding of the project.

Recommendations: Give Authorization

Request for Council Action

To: Mayor and City Council

From: Mike McLaurin, Interim City Manager

Action Requested: Resolution 15-14 Declaring Surplus Property

Listed is city property housed at Public Works. It has been determined this equipment is beyond its use and would need repairs or replacement.

Recommendations: Approve as presented

CITY OF CLAREMONT
NORTH CAROLINA

RESOLUTION # 15-14

A RESOULTION DECLARING SURPLUS PROPERTY

WHEREAS, it has been determined by the City Council that certain property owned by the City of Claremont is dilapidated and in need of repair or replacement; and

WHEREAS, it has been determined that the cost of repair is beyond the value of the pieces of equipment; and

WHEREAS, the City Council is desirous of disposing of the property; and

WHEREAS, North Carolina General Statue 160a-270© enables municipalities to conduct auctions of real or personal property electronically by authorizing the establishment of an electronic auction services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Claremont that the following pieces of property shall be declared surplus property and sold via GovDeals online auction service:

1. Bush Hog type finish mower, 6 foot cut, and brand unknown.
   M-60 three point hitch. Needs new blades

2. Utility truck bed trailer with dump bed, 8' x 6', new 16" tires.

3. Snyder 450 gallon portable water tank, clear.
   Holds water, no cracks or holes.

4. Poly tank- 250 gallons with hannay reel-Model # PPF282324RT
   Briggs and Stratton engine- Model # 25FA B23.
   Tank in good condition, motor and hose reel worked when removed from truck.

NOW, THEREFORE, IT IS FURTHER RESOLVED that the City Manager is hereby authorized to dispose of said equipment in accordance with law and may engage G.S. 160a-267 for the sale of said equipment listed above.

Adopted this 5th day of January 2015.

_____
Shawn R. Brown, Mayor

ATTEST:

_____
Wendy Helms, City Clerk

Request for Council Action

To: Mayor and City Council

From: Mike McLaurin, Interim City Manager

Action Requested: Ordinance 13-14 Budget Amendment

Rock Tenn Company paid their Hydrant and Sprinkler Charges twice. This would reimburse their overpayment.

Recommendations: Approve as presented

City Council of the City of Claremont

Catawba County, North Carolina

Ordinance No. 13-14

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

Revenues	Increase	Decrease
Miscellaneous Revenue 30.3350.0000	$1,450	
Total	$1,450	

Expenditures		
Miscellaneous 30.8100.5700	$1,450	
Total	$1,450	

This is to repay an over payment of hydrant/sprinkler charges made by Rock Tenn Company.

INTRODUCED at the regular meeting of the City Council of the City of Claremont on January 5, 2015.
ADOPTED at the regular meeting of the City Council of the City of Claremont on January 5, 2015.

_____
Shawn R. Brown, Mayor

ATTEST:

_____
Wendy Helms, City Clerk

APPROVED AS TO FORM:

_____
Bob Grant, City Attorney

Request for Council Action

To: Mayor and City Council

From: Mike McLaurin, Interim City Manager

Action Requested: Authorize the City Manager to enter into a local Agreement with NC DOT for reimbursement of Right of Way Mowing

Recommendations: Listen and consider

Request for Council Action

To: Mayor and City Council

From: Mike McLaurin, Interim City Manager

Action Requested: Ordinance 14-14 Amend the Code of Ordinances Title 3 Public Safety, Chapter 2 Fire Protection

Changes to the ordinance would allow the Fire Chief to appoint officers of the Fire Department annually.

Recommendations: Approve as presented

CITY OF CLAREMONT
NORTH CAROLINA

ORDINANCE #14-14

AN ORDINANCE TO AMEND TO THE CODE OF ORDINANCES

OF THE CITY OF CLAREMONT

TITLE 3PUBLIC SAFETY
CHAPTER 2 FIRE PROTECTION

WHEREAS, it is the desire of the City 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 CITY COUNCIL OF THE CITY OF CLAREMONT,

That Title Three (3) Chapter Two Section 3-2-3(b) are hereby amended by changing the following:

(b) The Chief is an employee of the City of Claremont and is hired by the city manager. The city personnel policy will state hiring guidelines. ~~The assistant chiefs and other officers shall be selected from the plurality vote of the members of the department subject to a confirmation vote of the City Council.~~ . The assistant chiefs and other officers will be appointed by the Fire Chief, or selected by plurality vote of the membership at the discretion of the Fire Chief, subject to a confirmation vote of the City Council.- Said appointments or elections shall be held ~~by the department at its~~ in the regular scheduled meeting in May of each year, and the recommendations for office shall be submitted to the council at the First regular meeting in June of each calendar year for approval and installation.

Adopted this the 5th day of January, 2015.

Shawn Brown, Mayor

ATTEST:

Wendy Helms, City Clerk

CITY OF CLAREMONT
NORTH CAROLINA

ORDINANCE #14-14

AN ORDINANCE TO AMEND TO THE CODE OF ORDINANCES

OF THE CITY OF CLAREMONT

TITLE 3PUBLIC SAFETY
CHAPTER 2 FIRE PROTECTION

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Adopted this the 5th day of January, 2015.

Shawn Brown, Mayor

ATTEST:

Wendy Helms, City Clerk

Request for Council Action

To: Mayor and City Council

From: Mike McLaurin, Interim City Manager

Action Requested: Consider a Proposal from Cooper Stewart Newell

This proposal is for Public Works Facilities Updates

Recommendations: Consider and approve

Stewart · Cooper · Newell

December 29, 2014

Mr. Michael McLaurin
Interim City Manager
City Of Claremont
3288 East Main Street
POB 446
Claremont, North Carolina 28610

704/807-5537

manager@cityofclarmont.org
milemclaurin@bellsouth.net

RE: Claremont Public Works

Dear Mike,

After reviewing the Public Works Facilities at South Oxford Street, the property on Kelly Boulevard, and your attached e-mail, I propose the following:

1) Staff Meetings – 4 x 6 hrs. = 24 hrs. x $165.00 =	$3,960.00
2) Site Visits – 2 x 6 hrs. = 12 hrs. x $165.00 =	$1,980.00
3) Council Meeting – 1 x 3 hrs. = 3 hrs. x $165.00 =	$ 495.00
4) Evaluation of Existing Building with associated cost – 1 x 8 hrs. = 8 hrs. x $165.00 =	$1,320.00
5) Programming, Schematic Design with Floor Plans and Site Studies	
Jim Stewart 2 x 8 hrs. = 16 hrs. x $165.00 =	$2,640.00
Greg Scott 4 x 8 hrs. = 32 hrs. x $100.00 =	$3,200.00
6) Reimbursable Expense Allowance See Attached	$1,000.00
Total Projected Fee:	$14,595.00

We would propose using an AIA-B151 Contract for our services.

If the project moves forward, we would credit a portion of the fee for this work toward the continuing work for the completion of the total project.

December 29, 2014

Mr. Michael McLaurin
Interim City Manager
City Of Claremont

manager@cityofclarmont.org
mikemclaurin@bellsouth.net

We would consider it a privilege to continue our relationship with the City of Claremont.

I hope this meets with the Council's approval.

If you have any questions, please do not hesitate to call.

Yours Very truly,

James C. Stewart, A.I.A.
JCS:r
N Projects jp-JSC-Claremont pub Works letter 12-29-14.doc

attachments: S-C-N-A Hourly Rate & Reimbursable Schedule R 6-2014
Mike McLaurin e-mail dated 12-22-14 3:14 pm
AIA B151

Stewart, Jim

From: Mike McLaurin <mikemclaurin@outlook.com>
Sent: Monday, December 22, 2014 3:14 PM
To: Stewart, Jim
Subject: Fw: Follow Up from our conversation

Sent from Windows Mail

From: Mike McLaurin
Sent: Monday, December 22, 2014 3:12 PM
To: jstewart@csn-architects.com

A) Meet with staff and management to discuss current and future roles and demands of the Public Services Department
and document the findings. Is there a national standard to which to compare?

B) Evaluate the current site including all structures in light of Step A above including but not limited to building layout, condition, internal and external, OSHA requirements, HAZMAT, security. Evaluate feasibility of building renovation. Tour McLin wastewater plant and consider recommendations on whether that plant can provide assistance to reliving the demand at the current site.

C) If the existing land area is not sufficient identify alternative and recommendations.

D) Provide cost estimates

E) Provide time lime

F) Site plan drawings acceptable based on the recommendations.

Sent from Windows Mail

Stewart · Cooper · Newell

HOURLY RATE & REIMBURSABLE SCHEDULE

Architectural Principal	$165.00 /hr.
Architect	$150.00 / hr.
Project Manager - I	$130.00 /hr.
Project Manager - II	$100.00 /hr.
Architectural Technician	$ 80.00 /hr.
Construction Administrators	$100.00 /hr.
Business / Office Manager	$ 90.00 /hr.
Clerical & Word Processing	$ 60.00 /hr.

REIMBURSABLE SCHEDULE

Reproduction:

Copies (Black & White)	$ 0.10 /ea.
Copies (Color - 8-1/2 x 11)	$ 0.85 /ea.
Copies (Color - 11 x 17)	$ 1.50 /ea.

Large Format Bond Plots:

24 x 36	$ 2.50 /ea.
18 x 24	$ 2.00 /ea.
30 x 42	$ 3.50 /ea.
30 x 21	$ 2.50 /ea.
36 x 48	$ 4.50 /ea.
12 x 18	$ 1.50 /ea.
11 x 17	$ 1.50 /ea.

Large Format Reproducibles:

24 x 36	$ 12.00 /ea.
30 x 42	$ 15.00 /ea.

Specifications ---------- $ 75.00 /ea.

Presentation Charges:

30 x 42 Color plot	$ 60.00 /ea.
30 x 42 Color plot on board	$ 80.00 /ea.
24 x 36 Color plot	$ 45.00 /ea.
24 x 36 Color plot on board	$ 65.00 /ea.

CD of drawings - $1.00 per drawing recorded on CD

Postage / Shipping / Courier ---------- Cost x 1.20

Fax ----------$ 1.00 per sheet

Travel (Meals, Lodging, Airfare, Rental Car)-------- Cost x 1.20

Mileage ---------- Federal mileage rate x 1.20

ARCHITECTURE
PLANNING
INTERIORS
CONSULTING

1.800.671.0621
719 East Second Avenue · Gastonia, NC 28054 · P: 704.865.6311 · F: 704.865.0046
9133 Two Notch Road · Columbia, SC 29223 · P: 803.765.9011
www.scn-architects.com

AIA Document B151

Abbreviated Form of Agreement Between Owner and Architect

for Construction Projects of Limited Scope

1987 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

AGREEMENT

made as of the day of in the year of
Nineteen Hundred and

BETWEEN the Owner:
(Name and address)

and the Architect:
(Name and address)

For the following Project:
(Include detailed description of Project, location, address and scope.)

The Owner and Architect agree as set forth below.

Copyright 1974, 1978, ©1987 by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1
ARCHITECT'S RESPONSIBILITIES

1.1 ARCHITECT'S SERVICES

1.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 12.

1.1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work.

1.1.3 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.5.1.

ARTICLE 2
SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITION

2.1.1. The Architect's Basic Services consist of those described under the three phases indentified below, any other services identified in Article 12, and include normal structural, mechanical and electrical engineering services.

2.2 DESIGN PHASE

2.2.1 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

2.2.2 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Design Documents consisting of drawings and other documents appropriate for the Project, and shall submit to the Owner a preliminary estimate of Construction Cost.

2.3 CONSTRUCTION DOCUMENTS PHASE

2.3.1 Based on the approved Design Documents, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project and shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost.

2.3.2 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.3.3 Unless provided in Article 12, the Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

2.4 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.4.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work, unless extended under the terms of Subparagraph 10.2.3.

2.4.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

2.4.3 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent shall not be unreasonably withheld.

2.4.4 The Architect shall be a representative of and shall advise and consult with the Owner (1) during construction until final payment to the Contractor is due and (2) as an Additional Service at the Owner's direction from time to time during the correction period described in the Contract for Construction.

2.4.5 The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work. *(More extensive site representation may be agreed to as an Additional Service, as described in Paragraph 3.2.)*

2.4.6 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

2.4.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.4.8 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect shall review and certify the amounts due the Contractor.

2.4.9 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Subparagraph 2.4.5 and on the

data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.4.10 The Architect shall have authority to reject Work which does not conform to the Contract Documents and will have authority to require additional inspection or testing of the Work whenever, in the Architect's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents.

2.4.11 The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

2.4.12 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if authorized or confirmed in writing by the Owner as provided in Paragraphs 3.1 and 3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

2.4.13 The Architect shall conduct inspections to determine the dates of Substantial Completion and final completion and shall issue a final Certificate for Payment.

2.4.14 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under the requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

ARTICLE 3

ADDITIONAL SERVICES

3.1 Additional Services shall be provided if authorized or confirmed in writing by the Owner or if included in Article 12, and they shall be paid for by the Owner as provided in this Agreement. Such Additional Services shall include, in addition to those described in Paragraphs 3.2 and 3.3, budget analysis, financial feasibility studies, planning surveys, environmental studies, measured drawings of existing conditions, coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed Construction Cost estimates, quantity surveys, interior design, planning of tenant or rental spaces, inventories of materials or equipment, preparation of record drawings, and any other services not otherwise included in this Agreement under Basic Services or not customarily furnished in accordance with generally accepted architectural practice.

3.2 If more extensive representation at the site than is described in Subparagraph 2.4.5 is required, such additional project representation shall be provided and paid for as set forth in Articles 11 and 12.

3.3 As an Additional Service in connection with Change Orders and Construction Change Directives, the Architect shall prepare Drawings, Specifications and other documentation and data, evaluate Contractor's proposals, and provide any other services made necessary by such Change Orders and Construction Change Directives.

ARTICLE 4

OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide full information, including a program which shall set forth the Owner's objectives, schedule, constraints, budget with reasonable contingencies, and criteria.

4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site and the services of geotechnical engineers or other consultants when such services are requested by the Architect.

4.3 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.4 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by the Owner.

4.5 The foregoing services, information, surveys and reports shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

4.6 Prompt written notice shall be given by the Owner to the Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

4.7 The proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution.

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ARTICLE 5

CONSTRUCTION COST

5.1 DEFINITION

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 It is recognized that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless a fixed limit has been agreed upon in writing and signed by the parties hereto. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

5.2.3 Any Project budget or fixed limit of Construction Cost may be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

5.2.4 If a fixed limit of Construction Cost is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- **.1** give written approval of an increase in such fixed limit;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** if the Project is abandoned, terminate in accordance with Paragraph 8.3; or
- **.4** cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

5.2.4 If the Owner chooses to proceed under Clause 5.2.4.4, the Architect, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Contract Documents shall be the limit of the Architect's responsibility arising out of the establishment of a fixed limit. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 6

USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

6.1 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project, and the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

6.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

6.3 - SEE PAGE 8

ARTICLE 7

ARBITRATION

7.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

7.2 In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

7.3 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 8

TERMINATION, SUSPENSION OR ABANDONMENT

8.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party

fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.

8.3 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Architect may terminate this Agreement by giving written notice.

8.4 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

8.5 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses.

8.7 Termination Expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination.

ARTICLE 9

MISCELLANEOUS PROVISIONS

9.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect.

9.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

9.4 The Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner and Architect each shall require similar waivers from their contractors, consultants and agents.

9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

9.6 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

9.8 The Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

ARTICLE 10

PAYMENTS TO THE ARCHITECT

10.1 DIRECT PERSONNEL EXPENSE

10.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable Expenses include expenses incurred by the Architect in the interest of the Project for:

- **.1** expense of transportation and living expenses in connection with out-of-town travel authorized by the Owner;
- **.2** long-distance communications;
- **.3** fees paid for securing approval of authorities having jurisdiction over the Project;
- **.4** reproductions;
- **.5** postage and handling of Drawings and Specifications;
- **.6** expense of overtime work requiring higher than regular rates, if authorized by the Owner;
- **.7** renderings and models requested by the Owner;
- **.8** expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and Architect's consultants; and
- **.9** ~~expense of computer-aided design and drafting equipment time when used in connection with the Project.~~

DELETE

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10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.3.1 An initial payment as set forth in Paragraph 11.1 is the minimum payment under this Agreement.

10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service.

10.3.3 If and to the extent that the time initially established in Subparagraph 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.3.2.

10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Subparagraph 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES

10.4.1 Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

10.5 PAYMENTS WITHHELD

10.5.1 No deductions shall be made from the Architect's compensation on account of sums withheld from payments to contractors.

ARTICLE 11
BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

11.1 AN INITIAL PAYMENT OF Dollars ($)
shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

11.2 BASIC COMPENSATION

11.2.1 FOR BASIC SERVICES, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.)

11.2.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

(Insert additional phases as appropriate.)

Schematic Design Phase:	(20%)	percent (20 %)
Design Development Phase:	(40%)	percent (20 %)
Construction Documents Phase:	(80%)	percent (40 %)
Bidding or Negotiation Phase:	(85%)	percent (05 %)
Construction Phase:	(100%)	percent (15 %)
Total Basic Compensation:		one hundred percent (100%)

10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.3.1 An initial payment as set forth in Paragraph 11.1 is the minimum payment under this Agreement.

10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service.

10.3.3 If and to the extent that the time initially established in Subparagraph 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.3.2.

10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Subparagraph 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES

10.4.1 Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

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11.2.1 FOR BASIC SERVICES, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.)

11.2.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

(Insert additional phases as appropriate.)

Design Phase:	percent (%)
Construction Documents Phase:	percent (%)
Construction Phase:	percent (%)
Total Basic Compensation:	one hundred percent (100%)

11.3 COMPENSATION FOR ADDITIONAL SERVICES

11.3.1 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 3.2, compensation shall be computed as follows:

11.3.2 FOR ADDITIONAL SERVICES OF THE ARCHITECT provided under Article 3 or identified in Article 12, compensation shall be computed as follows:

(Insert basis of compensation, including rates and/or multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

11.3.3 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Article 3 or identified in Article 12 as part of Additional Services, a multiple of ( ) times the amounts billed to the Architect for such services.

(Identify specific types of consultants in Article 12, if required.)

11.4 REIMBURSABLE EXPENSES

11.4.1 FOR REIMBURSABLE EXPENSES, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of ( ) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

11.5 ADDITIONAL PROVISIONS

11.5.1 IF THE BASIC SERVICES covered by this Agreement have not been completed within ( ) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Subparagraphs 10.3.3 and 11.3.2.

11.5.2 Payments are due and payable days from the date of the Architect's invoice. Amounts unpaid days after invoice date shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert any rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

11.5.3 The rates and multiples set forth for Additional Services shall be annually adjusted in accordance with normal salary review practices of the Architect.

ARTICLE 12

OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)

ARTICLE 12.1, CHANGE ARTICLE 6, ADD PARAGRAPH 6.3:

The Owner shall, upon payment of all compensation due to the Architect, obtain the rights and privileges to use the drawings and specifications prepared under this agreement. For such consideration, the Owner assumes the responsibility and liability for all damages, direct and indirect, for the future use of the documents. In addition, the Owner shall defend, indemnify and hold the Architect harmless from any and all costs, obligations or liability arising from law suits or threatened law suits by any person, firm or corporation arising from the future use of the documents, including payment of the Architect's defense cost and legal fees. The Owner acknowledges that the documents are site specific and shall not use the drawings and specifications for execution of any project, including renovations and additions, other than that for which it was originally developed, nor shall the Owner give, bequeath or sell the drawings or specifications to others under any circumstances, except by agreement in writing with the appropriate compensation to the Architect. The Architect may retain copies of the original documents and has full rights to reuse their content and reserves the right to remove his title block and seal from any reproducible copies provided the Owner.

ARTICLE 12.2:

The Architect shall be named as Additional insured on the Builder's Risk Insurance Policy that will be furnished by either the Owner or the General Contractor.
The Architect shall also be named as Additional Insured on the General Liability Insurance Policy; which includes Automobile Liability, Excess Liability, Worker's Compensation and Employer's Liability; that will be furnished by the General Contractor as a part of the General Construction Contract.
The Insurance Companies furnishing the policies for all of the above coverages will be required to furnish a waiver of its rights of subrogation against the Architects, the Architect's Employees and the Architect's Consultants.
The Insurance Policies and Waivers must be furnished to the Architects prior to the beginning of construction.

ARTICLE 12.3:

The Architect will bill the Owner on a monthly basis in accordance with the percentage of the work completed by the Architect in accordance with Article 1, Basis Of Compensation.

This Agreement entered into as of the day and year first written above.

OWNER	ARCHITECT
_____	_____
(Signature)	*(Signature)*
_____	_____
(Printed name and title)	*(Printed name and title)*

ARTICLE 12

OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER	ARCHITECT
(Signature)	*(Signature)*
(Printed name and title)	*(Printed name and title)*

Request for Council Action

To: Mayor and City Council

From: Mike McLaurin, Interim City Manager

Action Requested: Department & Committee Report/ City Manager Report

Recommendations: Take Reports

Claremont December 2014 Dashboard Report

Police Dept.

	Month	YTD
Calls Answered	844	9975
Citations Served	143	1431
Warnings	77	917
Number of Arrests	10	103
Accidents	7	89
Warrants	14	126
Open Cases	8	66

Other Activities & Announcements

Paperwork for Lt. David Clark has been submitted to the State for his Intermediate Certificate. Officer Dillon Keller completed his Intox-Certification on Friday and later that evening he was able to arrest a subject for DWI.

Fire Dept.

	Month	YTD
Calls for Service	24	347
Working Fires	3	50
Training Hours	245	3701
Prevention Programs	15	177
False Alarms	3	30
EMS Calls	4	73

Other Activities & Announcements

Financials

	% In	% Out
General Fund	38%	49%
Enterprise Fund	48%	44%

Rescue Squad

	Month	YTD
Calls for Service	57	1006
Training Hours	50	898

Other Activities & Announcements

Service award were given to the following members - Ryan Smith and Rick Sigmon - 5 years, Nick Farthing - 10 years, Donnie Deal - 15 years and Wayne Greiner - 25 years. Dustin Sigmon received the Thumb Award

Public Works

	Month	YTD
Vehicles Serviced		95
Recycling Tonnage	4.47	65.74
Solid Waste Tonnage	32.68	376.42
Street Lights Replaced	9	73
Work Orders	25	418
Sewer Line Jetted		16,442

Other Activities & Announcements

Utility Dept.

	Month	YTD
Water Turned Off	15	139
Water Taps		10
Water Purchased		73,956,400
Water Sold		71,943,370
McLin WWTP Avg.		160,000
North WWTP Avg.		73,700

Other Activities & Announcements

Planning & Zoning Dept.

	Month	YTD
Zoning Permits	2	34
Residential Permits	0	18
Commercial Permits	2	16
Enforcement Cases	2	60
Planning Board Work	5	31
Safety Permits	0	9

Other Activities & Announcements

Code revisions to PB & updated PB on current projects/developments; reviewed LDP survey results & worked on LDP; recombination review; revised Action Plan; work @ Register of Deeds; worked w/ Ecoplexus, Rodeway Inn, Apple, Oxford Crossing & Villas projects, answered inquiries

Request for Council Action

To: Mayor and City Council

From: Mike McLaurin, Interim City Manager

Action Requested: Closed Session

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

A. Potential Economic Development - G.S. 143-318.11 (4)

Recommendations: Hold a Closed Session