



CITY OF CLAREMONT CITY COUNCIL MEETING

Regular Meeting

April 6, 2015

7:00 PM

City Hall Council Chambers

AGENDA

- 1. CALL TO ORDER**
- 2. APPROVAL OF AGENDA**
- 3. INVOCATION & PLEDGE OF ALLEGIANCE**
- 4. MAYOR'S REPORT**
- 5. CONSENT AGENDA**
 - A. Regular Meeting Minutes –March 2, 2015
 - B. Closed Session Minutes- March 2, 2015
 - C. Municipal Mowing Agreement with NC DOT
 - D. Amended Audit Contract
- 6. CITIZEN'S CONCERNS AND COMMENTS**
- 7. PRESENTATION**
 - A. 2014 Annual Audit, Melanie Starr
- 8. OLD BUSINESS**
- 9. NEW BUSINESS**
 - A. Ordinance 19-14 Amend the Code of Ordinances Title 4 & 5
 - B. Ordinance 20-14 Amending the Fiscal Year 2015 Budget
 - C. Resolution 20-14 Adopting the Unifour Regional Hazard Mitigation Plan
 - D. Resolution 21-14 Designating an Official to Make Recommendations to the NC ABC Commission
- 10. DEPARTMENT & COMMITTEE REPORTS**
 - A. Department Dashboard Report
- 11. CITY MANAGER'S REPORT**
- 12. CLOSED SESSION**
 - A. Potential Economic Development - G.S. 143-318.11 (4)
- 13. ADJOURN**



Item # 5 A, B, C

Request for Council Action

To: Mayor and City Council

From: Catherine Renbarger, City Manager

Action Requested: Consent Agenda

A. Regular Session Minutes- March 2, 2015

B. Closed Session Minutes- March 2, 2015

C. Municipal Mowing Agreement with NC DOT

D. Amended Audit Contract- Due to prior period adjustments, not included in scope of services.

Recommendations: Approve as presented



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

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, March 2, 2015.

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

The following personnel of the City of Claremont were present: City Manager Catherine Renbarger, City Attorney Bob Grant, Finance Officer Stephanie Corn, City Clerk Wendy Helms, Rick Damron, Lieutenant Allen Long, Melinda Bumgarner, Police Chief Gary Bost, Public Works Director Tom Winkler and Recreation Coordinator Michael Orders.

Others in attendance were: Robert Smith, Zack Gardner, Lisa Travis, Robert Winrow, Summer Jenkins, Kim Bolick, Jeff Swagger, Andrea Ramsey and Gene Monday.

1. CALL TO ORDER

Mayor Shawn R. Brown called the Claremont City Council meeting to order at 7:01 p.m.

2. APPROVAL OF AGENDA

The agenda was approved as presented.

3. INVOCATION & PLEDGE OF ALLEGIANCE

The invocation was given by Reverend Gary Haddock from St. Mark's Lutheran Church.

4. MAYOR'S REPORT

Mayor Brown spoke briefly about his plans to attend the National League of Cities Conference in Washington D.C.

5. CONSENT AGENDA

A. February 2, 2015, Regular Meeting Minutes – Councilmember Timothy Lowrance made a motion

to accept February 2, 2015 regular meeting minutes as presented. Councilmember Dayne Miller seconded the motion. The motion passed unanimously.

B. February 2, 2015 Closed Session Minutes- Councilmember Timothy Lowrance made a motion to accept February 2, 2015 closed session minutes. Councilmember Dayne Miller seconded the motion. The motion passed unanimously.

C. Resolution 18-14 Adopt the 2015 Action Plan- Councilmember Timothy Lowrance made a motion to accept Resolution 18-14, to adopt the 2015 Action Plan. Councilmember Dayne Miller seconded the motion. The motion passed unanimously.

D. Municipal Retention Schedule Amendment to Standard 9 & 12- Councilmember Timothy Lowrance made a motion to accept Amendments to the Retention Schedule; Schedule 9 and 12. Councilmember Dayne Miller seconded the motion. The motion passed unanimously.

E. Municipal Retention Schedule Amendment to Standard 4 & 12- Councilmember Timothy Lowrance made a motion to accept Amendments to the Retention Schedule; Schedule 4 and 12. Councilmember Dayne Miller seconded the motion. The motion passed unanimously.

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

7. PROCLAMATION

A. National Nutrition Month- Mayor Brown recognized Summer Jenkins from The Corner Table. Ms. Jenkins spoke about a local movement "Give Healthy". This movement has been launched to encourage the donation of foods filled with the nutrients adults and children need for healthy living in partnership with Eastern Catawba Cooperative Christian Ministries; Greater Hickory Cooperative Christian Ministries; Hickory Soup Kitchen; and the Corner Table.

Mayor Brown read excerpts from the proclamation. Motion was made by Councilmember Nicky Setzer to approve the Proclamation designating March as National Nutrition Month. Second was made by Councilmember D.B. Setzer. Motion passed unanimously.

8. OLD BUSINESS-

A. Budget Transfer- A budget transfer was presented to Council for informational purposes only. This budget transfer was made to account for additional legal fees.

9. NEW BUSINESS-

A. Ordinance 18-14 Budget Amendment – Ordinance 18-14 is a budget amendment that reflects funds that were reimbursed to the City as part of a Department of Public Safety Grant, for cameras at Bunker Hill High School. Motion was made by Councilmember Nicky Setzer to accept Ordinance 18-14 as presented. Second was made by Councilmember Dayne Miller. Motion passed unanimously.

10. DEPARTMENT & COMMITTEE REPORTS

A. Youth Council- Zack Gardner spoke on behalf of the Youth Council. He gave a summary of events they plan to host. The 5th annual Easter egg hunt will be held in the City Park on March 28th. The Youth Council is in the planning stages of developing a Color Run, tentatively scheduled for June 6th. The Youth Council would also like to place boxes in local businesses to take donations of food for the local food banks. The next meeting of the Youth Council will be held April 11th.

B. Monthly Department Dashboard Report- The monthly dashboard report was presented. Chief Bost spoke to Council about the recent audit performed by the State of North Carolina. Public Works Director, Tom Winkler informed Council the construction of a waterline on Kelly Blvd has begun.

C. Recreation Committee- Recreational Coordinator, Michael Orders informed Council that the current slab at the Veteran's Memorial was full. They have established a wait list for new names to be added.

11. CITY MANAGER REPORT

City Manager Catherine Renbarger gave Council a brief overview of several subjects.

- Gave updates on process and repairs were given regarding the Waste Water Treatment Plant.
- Claremont Elementary /Summer Reading will take place in the Council chambers the summer of 2015.
- Currently there are two vacancies at Public Works; interviews will begin the week of March 4th.
- Department of Commerce has issued a grant in the amount of \$240,000 for building updates at Prysmium. The City will invest \$12,000 for grant administration.
- Rodeway Inn has paid their occupancy tax.
- Council will hold their budget workshop on April 11th.
- 2014 audit will be wrapping up this week; final numbers should be available soon.

12. CLOSED SESSION

Motion was made by Councilmember Dale Sherrill to go into a closed session in reference to G.S. 143-318.11(a) (4) at 7:22 p.m. Second was made by Councilmember Dayne Miller. Motion passed unanimously.

13. ADJOURN

Motion was made by Councilmember Timothy Lowrance to adjourn the meeting at 7:59 p.m. Second was made by Councilmember Nicky Setzer. Motion passed unanimously.

Respectfully submitted,
Wendy L. Helms, City Clerk

Attested:

Shawn R. Brown, Mayor

Wendy Helms, City Clerk

NORTH CAROLINA
CATAWBA COUNTY

MUNICIPAL MOWING AGREEMENT

DATE: 2/19/2015

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

AND

WBS Element: 12.101815

CITY OF CLAREMONT

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of Claremont, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, the Municipality has requested to perform "routine" and/or "clean-up" mowing of vegetation within the rights of way of certain State maintained routes.

WHEREAS, the Municipality has agreed to perform said mowing with reimbursement from the Department subject to the conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

1. The Municipality, and or its contractor, shall provide the equipment, labor, materials, and traffic controls to perform said mowing service. All work shall be performed in accordance with generally accepted horticultural practices, Departmental standards and specifications and the attached Exhibits "A" & "B."
2. The Municipality shall provide for the mowing maintenance in accordance with NCDOT mowing requirements, the 2012 NCDOT Roadway Standard Drawings and Standard Specifications for Road and Structures and Amendments or Supplements thereto under the general administrative control of the Department's Division Engineer. These routes may be amended or deleted and other applicable routes may be added as mutually agreed upon by both parties in writing prior to performing the work. The Division Engineer shall approve any requests by the Municipality for changes to NCDOT mowing requirements including but not limited to mowing time frames, mowing heights, mowing equipment, etc.
3. Any contract entered into with another party to perform work associated with the requirements of this agreement shall contain appropriate provisions regarding the utilization of Minority Businesses, Women Businesses, or Small Professional Services Firms as required by GS 136-28.4 and the North Carolina Administrative Code. The Department will provide the appropriate

provisions to be contained in those contracts. Those provisions are available on the Department's website at: www.ncdot.org/doh/preconstruct/ps/contracts/sp/2012sp/municipal.html.

- (A) No advertisement shall be made nor any contract be entered into for services to be performed as part of this Agreement without prior written approval of the advertisement or contents of the contract by the Department.
 - (B) Failure to comply with these requirements will result in funding being withheld until such time as these requirements are met.
4. The Municipality agrees to provide traffic control devices, lane closures, road closures, positive protection and/or any other warning or positive protection devices necessary for the safety of road users during performance of the work including any construction and subsequent maintenance. This work shall be performed in conformance with the latest NCDOT Roadway Standard Drawings and Standard Specifications for Road and Structures and Amendments or Supplements thereto. When there is no guidance provided in Roadway Standard Drawings or Specifications, work shall be in compliance with the Manual on Uniform Traffic Control Devices for Streets and Highways and Amendment or Supplement thereto. Information regarding these rules and regulations may be obtained from the Department's Division Engineer.
 5. The Municipality shall complete at least two (2) mowing cycles, one in late spring/early summer and one in late summer/early fall, that will include the entire limits of the highway right-of-way on each side of the road's centerline (approximately 30 feet on each side of the road's centerline) or the established mowing limits along the route, and shall include median trimming at the guardrail. The remainder of the mowing cycles shall include at least the road shoulders, as well as the ditch and back slope areas.
 6. The Department shall reimburse the Municipality up to a maximum of four (4) mowing cycles per year. Two cycles will be clean-up mowing cycles and two cycles may be routine cycles. The yearly reimbursement for this agreement is estimated to be \$1,393.35. Municipal shoulder mile rates will be adjusted to current rate paid to NCDOT's awarded contractor.
 7. Reimbursement shall be made annually upon completion of the yearly mowing cycle. The Municipality shall submit an itemized invoice to the Department upon completion of the yearly mowing cycle. Reimbursement shall be made upon approval of said invoice by the Department's Division Engineer and Financial Management Division. The invoice shall be itemized by date, mowing route, and costs for performing each mowing cycle for eligible reimbursable costs. All final invoices must be submitted within one (1) year after the work is performed or said work will not be reimbursed by the Department. Reimbursement shall be made upon approval of said invoice by the Department's District Engineer or designee and Financial Management Division.
 8. The Municipality, and or its agent, shall maintain adequate records and documentation to support the work performed under this agreement and shall permit free access to its records by official

representatives of the State of North Carolina. Furthermore, the Municipality, or its agent, shall maintain all pertinent records and documentation for a period of not less than six (6) years following the final audit by the Department.

9. At the end of the first one year period, upon written mutual consent, this Agreement may be renewed and shall continue as written, with the understanding that the Department or the Municipality reserves the right to cancel this Agreement with a thirty (30) day written notice to the opposite party. If the Municipality desires to continue the mowing service described in this agreement, the Municipality and the Department shall re-negotiate the fee, if applicable. This Agreement may be amended in writing without a Supplemental Agreement for each performance period year, and include agreed upon changes to routes and increases or decreases in reimbursable costs.
10. The Division Engineer shall notify the Municipality in writing at the beginning of the performance period (calendar year mowing season) or as soon thereafter each quarter, of the amount of allocated funds estimated to be available to the Municipality for mowing maintenance. The available allocation shall be based upon and shall not exceed estimated cost of the work if performed by the Department.
11. The Department, at its option, may elect to increase or decrease the reimbursement rates each year the Agreement is in force in consideration of inflation rates, cost increases and decreases, changes in funding, etc., subject to the availability of funds and the performance of the Municipality.
12. This Agreement shall continue thereafter with automatic yearly renewal extensions subject to the following termination conditions:
 - (A) At any time either party may cancel the Agreement with a thirty (30) day written notice to the opposite party. On behalf of the Municipality, this Agreement may be canceled by the Town Manager and/or his designee.
 - (B) Upon the effective date of the cancellation, neither party shall owe any obligations under this Agreement, except that all obligations performed under this Agreement, including but not limited to invoicing, record retention, and payment for work performed prior to the effective date of cancellation, shall remain in effect.
13. The Municipality shall comply with all applicable federal, state and local environmental regulations, and shall obtain all necessary federal, state and local environmental permits, including but not limited to, those related to sediment control, storm water, wetland, streams, endangered species, and historical sites.
14. The Municipality, and or its agent, shall maintain adequate records and documentation to support the work performed under this Agreement and shall permit free access to its records by official representatives of the State of North Carolina. Furthermore, the Municipality, or its agent, shall

maintain all pertinent records and documentation for a period of not less than five (5) years following the close of the fiscal year during which the services were performed.

15. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.
16. Each of the parties covenants that if it enters into any subcontracts in order to perform any of its obligations under this contract, it shall require that the contractors and their subcontractors comply with the requirements of NC Gen. Stat. Article 2 of Chapter 64. In this E-Verify Compliance section, the words contractors, subcontractors, and comply shall have the meanings intended by N.C. Gen. Stat. § 160A-20.1.
 1. This Agreement is solely for the benefit of the Department and the Municipality and is not for the benefit of any other persons or any entities, and no other persons or entities shall have any rights, claims, or entitlements under this Agreement.
 2. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities in writing.
 3. The Municipality agrees to indemnify and save harmless, the Department, for all damages and claims for damage that may arise as result of performance of mowing operations by its employees and/or contractors.
 4. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

ATTEST: CITY OF CLAREMONT

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____

Approved by _____ of the local governing body of the City of Claremont as

attested to by the signature of Clerk of said governing body on _____ (Date)

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Federal Tax Identification Number

(SEAL)

Remittance Address:

City of Claremont

DEPARTMENT OF TRANSPORTATION

BY: _____

(CHIEF ENGINEER)

DATE: _____

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: _____

CITY OF CLAREMONT

EXHIBIT "A"

DEFINITIONS:

"Routine Mowing" – The area to be mowed along each roadway shall be in conformance with previously established mowing patterns. Generally, the area to be mowed is from the travelway to the shoulder point and one "swath" beyond in fill sections and from the travelway to the ditch line and one "swath" beyond in cut sections. A "swath" is the width of cut for the mower being used and shall be a minimum of 5 feet. Routine mowing also includes the mowing of sight distance areas at intersections, interchanges, along curves, and sight distance at signs on freeways.

On divided highways, mowing in the median shall be performed in accordance with the established mowing patterns.

"Clean-Up" Mowing – Mowing within the right of way which includes the area established for "routine" mowing extends beyond these limits generally to the right of way line or to established mowing patterns. The areas included are shown on the typical mowing patterns included elsewhere in this proposal. Clean-up mowing includes the mowing of sight distance areas at intersections, interchanges, and along curves. On divided highways, mowing in the median shall be performed in accordance with established mowing patterns. Guardrail trimming is included in the clean-up mowing.

"Additional" Mowing – Any mowing required to be done which is not part of routine or clean-up mowing. Additional mowing will be performed only when and as directed by the Engineer.

PROJECT SPECIAL PROVISIONS

Mowing Height for this contract shall be six (6) inches.

GENERAL INFORMATION:

Policy – It is the policy of the North Carolina Department of Transportation to maintain State Highway system roadsides in a pleasing and safe condition commensurate with the function and service rendered by individual highway segments. It is intended that grass height within established mowing zones will be maintained between the height shown in the Project Special Provisions and eighteen (18) inches along interstate, primary, major paved secondary, and urban routes. Along minor paved and unpaved secondary routes, grass heights may exceed eighteen (18) inches for varying periods of time; however, safe sight distances will be maintained.

Growth Regulators/Retardants – The City's attention is direct to the fact that the Department may elect to use growth regulators/retardants on some sections of roadway. These sections will be identified to the prospective bidders at the Pre-Bid Conference. Generally, the need for mowing of these sections will be reduced during the mowing season. No payment will be made for mowing these sections unless mowing is specifically authorized by the Engineer.

"Routine" Mowing – The mowing pattern along each roadway shall be determined by the Engineer.

"Clean-Up" Mowing – Mowing within the right of way which includes the area established for "routine" mowing and extends beyond these limits generally to the right of way line or to established mowing patterns.

Clean-up mowing includes the mowing of sight distance areas at intersections, interchanges, and along curves. On divided highways, mowing in the median shall be performed in accordance with established mowing patterns. Clean-up will include trimming at guardrails.

Equipment – The City must demonstrate to the satisfaction of the Engineer that the mowing equipment to be used in the work is in good working condition and suitable for performing the work required. Mowers shall consist of a tractor equipped with rear mounted rotary or flail mower and a side mounted rotary, flail, or sickle mower. When used in combination, the mowers shall overlap. Rear mounted mowers shall be a minimum of 60" wide.

Mowers are to be equipped with shields which preclude foreign objects from being thrown out from the cutting unit enclosures. Tractors shall be equipped so as to conform to the prevailing Occupational Safety Health Act Standards. Tractors shall also be equipped with a minimum of two outside blinking amber lights, visible from both directions and one top of cab mounted amber rotating light, visible from both directions. The City must furnish, mount, and maintain a "Caution Mower" sign or a "caution" sign on the rear of each mower. In addition, the City shall display his company name on each tractor.

Signing – The City will furnish and erect "Mowing Ahead" signs which are to be kept appropriately spaced. The Engineer will determine the specific requirements for signing.

Hours of Work – The City's operations will be restricted to daylight hours and no work may be performed on Sundays and legal State holidays unless otherwise approved by the Engineer. Work shall only be performed when visibility conditions allow safe operations.

ENGINEER:

Engineer – The Engineer for this project shall be the Division Engineer, Division of Highways, North Carolina Department of Transportation, for the Division in which the project is located, acting directly or through his duly authorized representatives.

Authority – The Engineer will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the City. He shall have the authority to alter mowing priorities in order to address special needs of the Department. His decision shall be final and he shall have executive authority to enforce and make effective such decisions and orders if the City fails to carry out promptly.

Public Liability and Property Damage – The City shall take out and maintain during the life of this contract such public Liability and Property Damage Insurance as shall protect him and subcontractors

performing work covered by this contract from claims for damage for property damages which may arise from operations under this contract. Whether such operations are done by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

Public Liability Insurance in an amount not less than \$150,000 for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$300,000 on account of one accident, and Property Damage Insurance in an amount not less than \$150,000.

Proof of insurance, as described above, shall be furnished to the Engineer prior to beginning work.

Supervision – At all times that work is actually being performed, the City shall have available on the project one competent individual who has been authorized to act in a supervisory capacity over all work. The individual who has been so authorized shall be experienced in the type of work being performed and is to be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract; and of receiving and carrying out directions from the Engineer or his authorized representative.

Prosecution of Work – The City will be notified by the Engineer as to when to begin operations for each cycle or portion thereof and for any additional mowing, the City shall begin work within five (5) working days after being notified. Any work performed prior to the time of notification by the engineer will not be included in any payment to the City. The City will be required to prosecute the work in a continuous and uninterrupted manner.

Operation of Equipment – The City shall operate the equipment in a safe manner so as not to create a hazard to the traveling public. Insofar as possible, the tractor wheels are to remain off the travelway during mowing operations. The equipment shall not be parked within the State Highway System right of way overnight or at other times when work has been suspended, unless approved by the Engineer.

Responsibility for Damage Claims – The City shall indemnify and save harmless the Department of Transportation and its officers, agents, and employees from all suits, actions or claims by any character brought for any injury or damages received or sustained by any person, persons, or property by reason of any act of the City, its agents or employees, in the performing of the contract.

Protection and Restoration of Property – The City shall be responsible for the protection from his activities of all public and private property on and adjacent to the work and shall use every reasonable precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures, and to poles, wires, cables, and other overhead structures.

The City shall conduct his operations so as to prevent damage to roadway delineators and signs. Should any essential sign (YIELD, ONE WAY, etc.) suffer more than minor damage, the Engineer, or his representative, shall be notified no later than the end of that working day.

Damage to STOP signs shall be reported immediately. Such signs will be repaired or replaced by the Department at the City's expense. Damage to other signs, delineators, etc. may be repaired or replaced by the City subject to approval by the Engineer or they may be repaired or replaced by the Department at the City's expense.

The City shall protect carefully from disturbance or damage all land monuments and property markers.

The City shall be responsible for the removal, preservation, and resetting of all mail boxes disturbed by the mowing operations. The mail boxes and their supports, when reset, shall be left in as good a condition as they were prior to the mowing operation.

The City will be held responsible for all damage or injury to property of any character resulting from any act, omission, negligence, or misconduct in the prosecution of the work. When any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, negligence, or misconduct in the execution of the work, he shall either restore at his own expense such property to a condition similar or equal to that existing before such damage or injury was done, or shall make good such damage or injury in a manner acceptable to the owner of the damaged property and to the Department. In case of failure on the part of the City to restore such property or make good such damage or injury the Department may at the City's expense repair, rebuild, or otherwise restore such property in such manner as the Engineer may consider necessary.

DEFAULT TO CONTRACT:

Declaration of Default – The Department shall have the right to declare a default of contract for breach by the City of any material term or condition of the contract. Material breach by the City shall include, but specifically shall not be limited to, failure to begin work under the contract within the time specified; failure to provide workmen or equipment adequate to perform the work; unsatisfactory performance of the work, or failure to maintain satisfactory work progress.

Sanctions – In the event of a breach of the contract by the City, the Department shall have the right, power and authority, in its sole discretion, without violating the contract or releasing the surety; to perform the work or any part thereof with Department personnel and equipment; to re-let the work upon such terms and conditions as the Department shall deem appropriate; to employ any other methods that it may determine are required for completion of the contract in an acceptable manner; and to withhold any sums due the City under the contract without penalty or interest until the work is completed.

Notice – Before invoking any of the sanctions provided for herein, the Department, acting through the Engineer, will give the City at least seven (7) days written notice with a copy to the surety, which will set forth the breach of contract involved and the sanctions to be imposed. The Department, in its discretion, may grant the City time in excess of seven (7) days within which to comply with the contract terms and the time allowed will be set forth in writing. If the Department determines during such period that the City is not proceeding satisfactorily to compliance, it may impose the sanction after twenty-four (24) hours notice to the City. If the Department determines that the City is not in

compliance at the end of the time allowed, it may immediately impose any of the sanctions set forth herein and will advise the City, in writing, with a copy to the surety of the sanctions imposed.

Payment – After declaration of default, the City will be entitled to receive payment for work satisfactorily completed, less any sums that may be due the Department from the City. The Department, at its election, may retain the sum due the City, or any portion thereof, without interest or penalty, until the contract work is completed; or it may make payment to the City upon declaration of default for work satisfactorily completed to the date that notice of default is received by the City. Determination of the method of payment shall be in the sole discretion of the Engineer, and he will advise the City, in writing, of his determination with reference to the specific type of work or service to be performed.

If all costs or expenses incurred by the Department arising out of the breach and imposition of sanctions, together with the total cost to the Department of securing the performance of the work set forth in the contract, exceed the sum that would have been payable under the contract, the City and the Surety shall be liable to the Department for such excess and shall pay such amount to the Department.

Authority of Engineer – The Engineer will exercise the powers and discretion vested in him by the contract conditions in carrying out the term of this article. He will have full power and authority to carry out any orders, directives, or resolutions issued by the Department in connection with a declaration of default. In the event that the Department fails to specify the sanctions to be imposed, the notice to be given, or the method of completing the work, the Engineer may, in his discretion, impose such sanctions, give such notice, and select such methods of completing the work, as are authorized by this article, and such actions shall have the same effect and validity as if taken pursuant to an express order, directive, or resolution of the Department.

Obligations of City and Surety – No term or terms of this article and no action taken pursuant hereto by the Department of Transportation, its agent, or employees, will be construed to release or discharge the City or the Surety upon the obligation set forth in the contract bonds, and the City and the Surety shall remain bound thereon unto the Department until the work set forth in the contract has been completed and accepted by the Department and all obligations of the City and the Surety arising under the contract and contract bond have been discharged.

INSPECTION, ACCEPTANCE, MEASUREMENT, AND PAYMENT

Inspection – All work shall be subject to inspection by the Engineer at any time. Routinely, the Engineer will make periodic inspections of the completed work. It will be the responsibility of the City to keep the Engineer informed of his proposed work plan and to submit written reports of work accomplished on a frequency to be determined by the Engineer.

Basis of Acceptance – It is intended that the work will be completed in a neat, workmanlike manner. Gapped or rolled down, uncut areas will not be considered acceptable. Vegetation around structures, delineators, mail boxes, guardrail and sign posts shall be mowed to provide a neat appearance.

Exhibit "B"
City of Claremont

PRIMARY PAVED

Hwy 70	1.1
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SECONDARY PAVED

Oxford St	SR 1715	0.3
Depot St / Catawba St	SR 1722	1.5
Penny Rd	SR 1730	0.8
Kelly Blvd	SR 2436	0.6
Centennial Blvd	SR 2438	1.1
Lookout St	SR 1716	0.9

**AMENDED CONTRACT TO AUDIT ACCOUNTS OF
CITY OF CLAREMONT
WITH MELANIE M. STARR, CPA, PLLC
TO ORIGINAL CONTRACT DATED JULY 2, 2014**

A. Explanation of the delay in completing the audit:

The City of Claremont has a very small finance staff of three individuals. These individuals do not have the expertise to draft the financial statements for the City of Claremont. The 2013 audit was prepared by another auditing firm. During the course of their audit they asked the finance officer to contact me regarding various amounts for receivables and expenditures. I provided them a verbal response to their inquiries regarding what was included in the due from other governments receivable for the General Fund. I explained it was the revenues generated from sales taxes and utilities taxes and other taxes on sales for April to June 2013, but the revenue was paid to the City in July, August and September of 2013. After the 2013 audit was completed and submitted and approved the City Manager and Finance Officer contacted me again asked if was interested in continuing to provide audit services for 2014. I agreed to continue to provide auditing services for the City of Claremont for 2014. As I started the planning for the audit, I noted various unusual amounts in some of the accounts and upon further review it was determined that prior period adjustments were needed to properly establish the correct balances for 2013 restated financial statements and the opening balances for 2014. I reviewed various accounts that seem improper and adjusted the 2013 records for the restatement. The restatement of the 2013 required a lot of extra work to ensure that 2014 amounts were correct.

B. Actions taken to prevent future delays:

There should be no need for prior period adjustment for next year. The City will work with the auditor to ensure getting our 2015 audit in a timely manner.

C. Report Completion

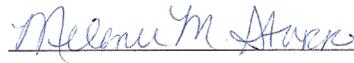
The audit was submitted on March 23, 2015 and has been approved by the Local Government Commission. Due to increase in work involved with the 2013 restatement, the fee for the audit will be increased in the amount of \$5,000 for a total fee of \$22,500.

Melanie M. Starr CPA, PLCC

City of Claremont

By: Melanie M. Starr, CPA

By: Shawn R. Brown



Date 4/2/2015

Date _____

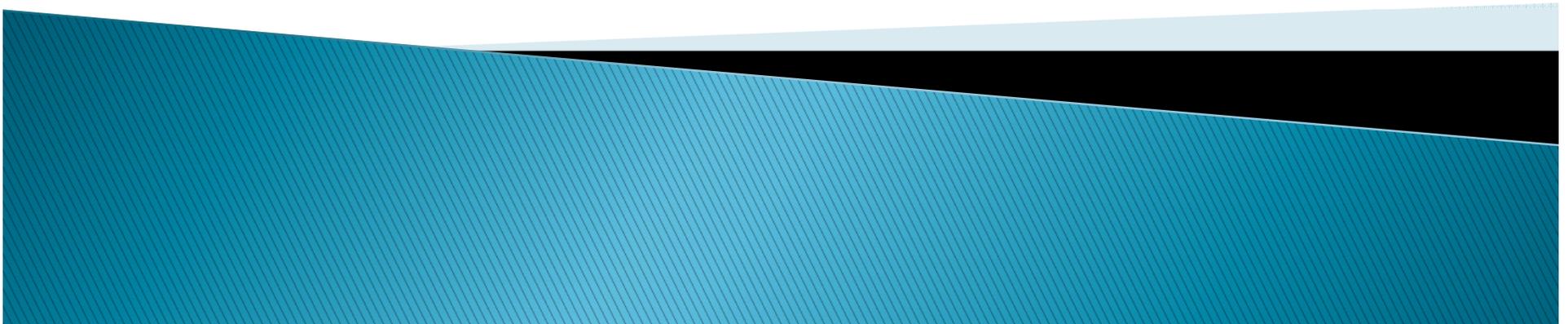
This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

By: Catherine Renbarger, Town Manager

Date: _____

City of Claremont Audit Review

Year Ended June 30, 2014



General Fund

The General Fund is the major operating fund for the City of Claremont. It includes all revenues and expenditures for the various city departments except for water and sewer.

The General Fund also includes the assets, liabilities and fund balances of the General Fund, Powell Bill Fund, Police Seizure Fund and Radio Grant Fund.



Major Revenues

The major revenue source for the General Fund is ad valorem taxes collected by Catawba County and the State of North Carolina on behalf of the City.

Additional sources of revenues includes:

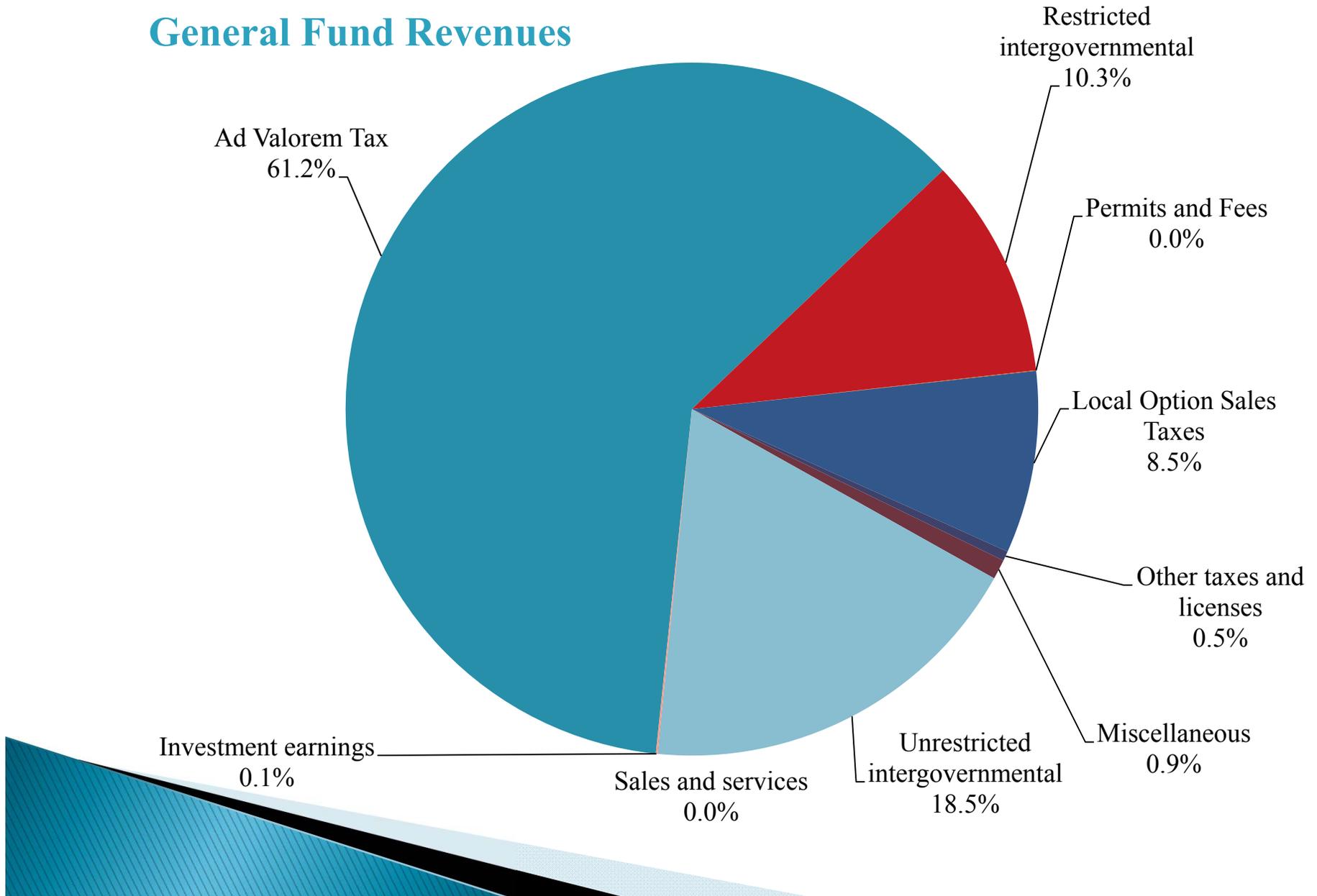
- ▶ Local option sales taxes
- ▶ Other unrestricted revenues and taxes, including various other taxes levied by the State and local occupancy taxes
- ▶ Restricted revenues, such as grants with restrictions on use
- ▶ Other revenues includes permits and fees, sales and services, investment earnings and miscellaneous revenues.



General Fund Revenues

	2014 Budget	2014 Actual	Variance	Restated 2013 Actual
Ad valorem taxes	1,720,462	1,752,654	32,012	1,719,123
Local option sales tax	220,100	244,634	24,534	228,620
Other taxes and licenses	9,200	849	-8,351	6,601
Unrestricted intergovernmental	313,578	468,087	154,509	482,848
Restricted intergovernmental	276,236	279,093	2,857	274,561
Permits and fees	2,000	1,120	-880	986
Sales and services	500	768	268	768
Investment earnings	2,000	519	-1,481	1,214
Miscellaneous	<u>48,246</u>	<u>73,761</u>	<u>25,515</u>	<u>48,728</u>
Total revenues	<u>2,592,502</u>	<u>2,821,485</u>	<u>228,983</u>	<u>2,763,449</u>

General Fund Revenues



Major Expenditures

The expenditures for the General Fund includes the operating expenditures for all City departments, excluding the Water and Sewer Funds, the PJ Scholarship Fund, Economic Development Fund, and the General Capital Projects Fund.

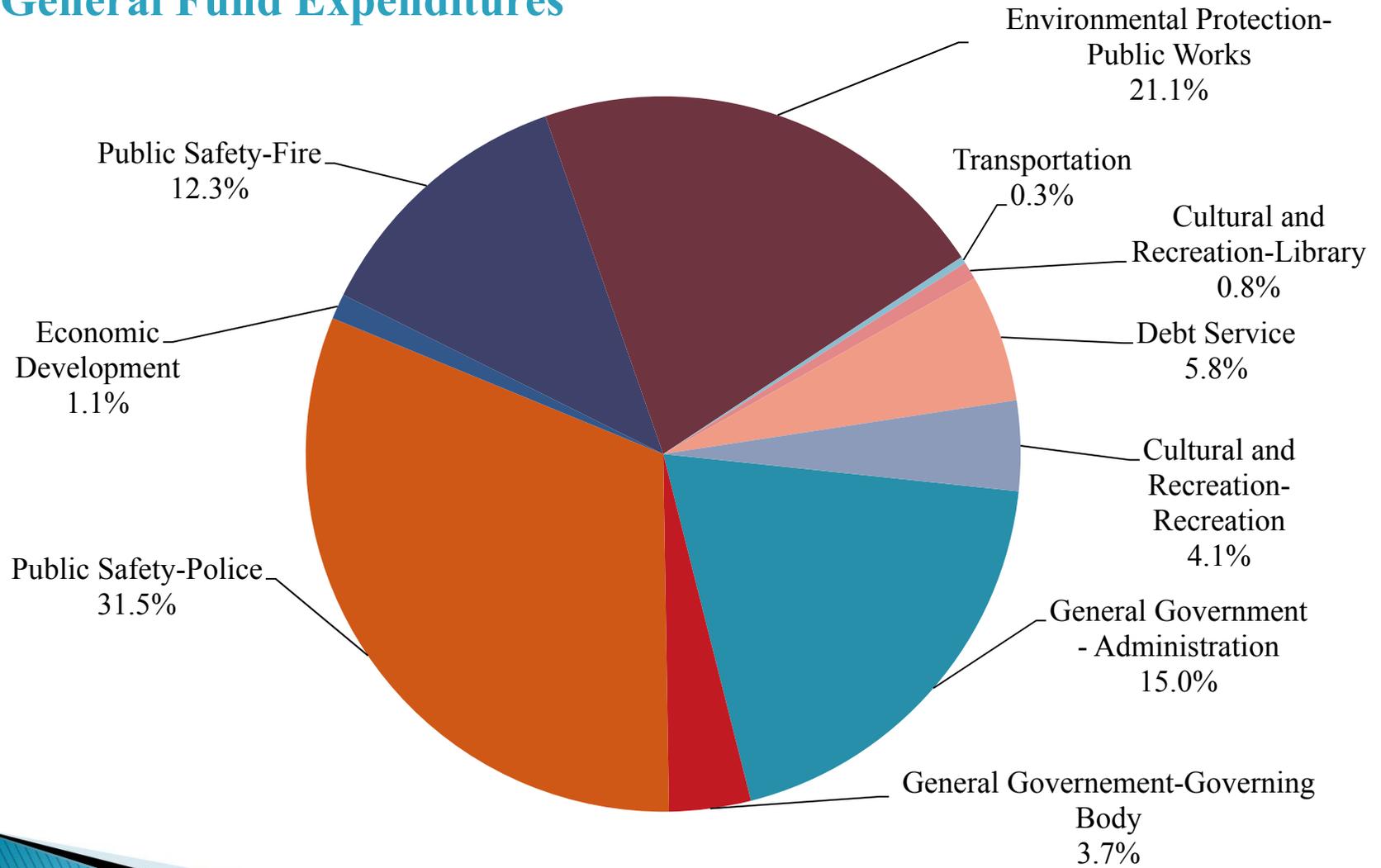
Expenditures includes all department costs such as

- ▶ Salaries and related benefits
- ▶ Supplies and materials
- ▶ Contracted services
- ▶ Travel and training
- ▶ Repairs and maintenance
- ▶ Capital Outlay (as needed)
- ▶ Debt Service

General Fund Expenditures

	2014 Budget	2014 Actual	2014 Variance	Restated 2013 Actual
General Government	598,086	586,725	11,361	480,555
Public Safety	1,187,167	1,112,675	74,492	1,429,560
Environmental Protection	573,484	535,657	37,827	572,552
Economic Development	29,150	29,150	0	27,329
Transportation	43,000	7,854	35,146	164,284
Cultural and Recreation	104,628	103,635	1,005	93,796
Debt Service	<u>147,520</u>	<u>146,560</u>	<u>960</u>	<u>147,520</u>
Total Expenditures	<u>2,703,335</u>	<u>2,542,544</u>	<u>160,791</u>	<u>2,915,596</u>

General Fund Expenditures



General Fund Summary

	2014 Budget	2014 Actual	2014 Variance	Restated 2013 Actual
Total Revenues	2,592,502	2,821,485	228,983	2,763,449
Total Expenditures	2,703,335	2,542,544	160,791	2,915,596
Excess of Revenues over (under) Expenditures	-110,833	278,941	389,774	-152,147
Other financing sources(uses)	110,833	24,129	-86,704	3,993
Change in Fund Balance	0	303,070	303,070	-148,154
Beginning Fund Balance		1,756,558		1,988,878
Prior Period Adjustment		84,166		0
Ending Fund Balance		2,143,794		1,840,724

Fund Balance-General Fund-2013

The ending fund balance reported in the General Fund at June 30, 2013 was \$1,756,558. However, prior period adjustments were needed to restate the 2013 ending balance to \$1,840,724.

Of this fund balance, \$326,249 is restricted fund balance, which is not available for appropriation in the budget. Restated restricted amounts includes public safety at \$2,525, streets \$6,304 and stabilization for state statute of \$205,391.

In the 2014 FY budget, \$48,000 is budgeted as designated for subsequent's years budget and this amounts is reported as assigned fund balance.

Total restated unassigned fund balance was \$1,840,724.



Fund Balance-General Fund-2014

The ending fund balance reported in the General Fund at June 30, 2014 was \$2,143,794. However, prior period adjustments were needed to restate the 2013 ending balance to \$1,840,724.

Of this fund balance, \$326,249 is restricted fund balance, which is not available for appropriation in the budget. Restated restricted amounts include public safety at \$3,026, streets at \$43,532, economic development at \$5,000 and stabilization for state statute of \$218,492.

In the 2015 FY budget, \$56,536 is budgeted as designated for subsequent years budget and this amount is reported as assigned fund balance.

Total unassigned fund balance was \$1,817,208 at June 30, 2014.



Water and Sewer Fund

The Water and Sewer Fund is operated as an Enterprise Fund because the purpose of this fund to account for services in which a charge is made to cover the cost of services. This is similar to operation of a regular business. Currently, the following funds are combined to make up the Water and Sewer Fund:

- ▶ Water and Sewer Operations
- ▶ Water and Sewer Capital Reserve



These funds are budgeted on a modified accrual basis, but is required to reported the full accrual basis of accounting for financial statement purposes.

The major differences in modified accrual basis and full accrual basis accounting include the following adjustments:

- ▶ Capital outlay items over \$5,000 are treated as assets, not as expenditures
 - ▶ Depreciation expense is reported as an expense
 - ▶ Debt services principal payments are treated as reduction of debt balances, not as expenditures
 - ▶ Accrued interest at year end on loans is recorded as additional expenditures
- 

Therefore in years where major construction costs are incurred, paid with grant funds and assets capitalized, the fund may show a higher than normal net income on the full accrual basis due to capitalization of the construction costs. Year to year comparison may vary substantially from year to year.



Water and Sewer Fund Summary

	2014	Restated 2013
Operating Revenues	\$ 1,165,780	\$ 888,116
Operating Expenditures (excluding depreciation)	1,112,707	623,092
Depreciation	244,291	203,015
Operating income(loss)	-,191,218	62,009
Nonoperating revenues (expenses)	-4,128	-42,081
Change in Fund Balance	-195,346	19,928
Beginning Net Position	5,855,440	5,659,592
Prior Period Adjustment	-85,636	
Beginning Net Position , Restated	5,769,805	
Ending Net Assets	5,574,459	5,679,520

Capital Projects Funds

The City of Claremont's 2014 audit report reflects activity only the following Capital Projects:

- ▶ General Capital Project Fund - This fund is a basically a reserve fund established for build up reserves for future capital needs. This fund only had activity of investment income in 2014. No amounts were transferred in or out.



Other information

During fiscal year 2014, the City of Claremont purchased a fire truck chassis for use by the fire department. This truck is currently being upfitted with the new equipment. Plans for this purchase has originally including borrowing for this truck for the installation of the specialized fire equipment.



Despite the current and future negative impacts noted to the fund balance of the General Fund, the City remains very healthy. The Local Government Commission suggest that governmental units maintain an unassigned fund balance of 8% to 12% of general fund expenditures. As of June 30, 2014, the unassigned fund balance was \$1,817,208, which represents 71.49% of total general fund expenditures. The total fund balance of \$2,143,794 represents 84.31% of total general fund expenditures.

With insightful planning for future capital needs, the City is poised to maintain a very positive financial position.





Request for Council Action

To: Mayor and City Council

From: Catherine Renbarger, City Manager

Action Requested: Consider for Adoption Ordinance 19-14

A. Ordinance 4-2-5 Containers required.

This will update the ordinance to reflect that the City or City's contractor now provides garbage containers.

B. Ordinance 4-2-11 Business, commercial, multi-family group housing developments

This change updates the ordinance to allow up to two solid waste containers at small commercial businesses.

C. Ordinance 5-1-88 Collection of service charges; penalties.

Removal of the exact charges for nonpayment of water and sewer bills will allow for future adjustments without changes to the ordinance.

D. Ordinance 5-1-89 Deposits required.

Removal of the exact dollar amount will allow for future adjustments without change to the ordinance.

Recommendation: Approve as presented



CITY OF CLAREMONT
NORTH CAROLINA

ORDINANCE #19-14

AN ORDINANCE TO AMEND TO THE CODE OF ORDINANCES

OF THE CITY OF CLAREMONT

TITLE 4 PUBLIC WORKS &

TITLE 5 MUNICIPAL UTILITIES

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

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

That Title 4 Section 2-5 and 2-11 along with Title 5 Sections 1-88 and 1-89, are hereby amended by changing the following:

Sec. 4-2-5 Containers required.

~~The occupant of every building or premises where garbage and refuse does or may exist shall provide containers made of substantial galvanized, iron, plastic, rubber or other non-rusting material in which shall be deposited all garbage and refuse existing at such building or premises. Each container shall be provided with handles or bails and with a tight fitting cover made of the same material as the container. All containers for collection by the city shall be watertight and they shall be of a size that can be conveniently handled by the collectors, and no container shall be more than~~ **provided by the city or their contractor.** ~~32 gallons in capacity.~~ All containers shall be kept in a reasonably clean condition. Containers shall be placed at the curbside or edge of the driveway no later than 6:00 a.m. on the regular garbage service day. These containers shall also be removed from the curbside and or driveway and stored out of sight from the right-of-way no later than 10:00 a.m. on the day following the collection. If containers are not removed from the curb, the property owner is subject to the provisions and penalties in section 1-1-6(c) of this code.

(Ord. of 11/1/10, No. 15-10)

Sec. 4-2-11 Business, commercial, multi-family group housing developments.

(a) Solid waste collection at small commercial businesses shall be limited to ~~six (6)~~ **two(2)** ~~containers~~ ~~32-gallon cans or bags per collection.~~ Small commercial businesses exceeding those limitations shall be required to utilize a container service and shall be responsible for 100% of the cost.



(b) Solid waste collection at multi-family group housing developments shall be limited to those of seven (7) units or less. Group housing developments exceeding those limitations shall be required to utilize a container service and shall be responsible for 100% of the cost. (Ord. of 7/11/88, No. 120-88)

Sec. 5-1-88 Collection of service charges; penalties.

(a) Water and sewer service charges are payable monthly and are due on the day following the day the bill is mailed.

(b) A charge for nonpayment of water and sewer bills **will be found in the current fee schedule** ~~in the amount of \$10 shall be due and payable on the 26th day after the billing date.~~

(c) Water and sewer service to a customer may be discontinued in the event of nonpayment ~~on or after the 26th day after the billing date.~~ Service shall not be resumed until payment of all current charges and penalties. ~~As a condition of resumption of service, the customer may be required to make an advance cash deposit in an amount equal to twice the customer's monthly bill. The deposit may be applied to the payment of future charges. Any funds remaining on deposit upon final termination of service to a customer shall be returned to him.~~

(d) In addition to the above fees, charges, deposit and penalties, the following charges shall be payable with respect to water service:

(1) When water service has been cut off, an additional charge ~~of \$15 shall be paid as a condition to~~ of the resumption of service; ~~provided, however, that if the a meter shall have been removed, the~~ **an** additional charge **may apply** ~~shall be \$125.~~

(2) If water service is turned on, without the same having been authorized or ordered by the city, after having been cut off, the meter may be removed. In such case, a penalty ~~of \$125 shall be payable as a~~ condition of the reinstallation of the meter or resumption of service. (Ord. of 4/5/77, Div. V, Art. 4; Ord. of 8/7/06, No. 17-06)

(3) Any funds remaining on deposit upon final termination of service to a customer shall be returned to him.

Sec. 5-1-89 Deposits required.

(a) At the time of request for water or sewer service, each residential customer not owning property for which the service is to be provided shall make a deposit **in accordance with the current City Fee Schedule.** ~~in the amount of \$100. Commercial customers shall make a \$125 deposit and industrial customers shall make a \$250 deposit. In the case of a customer making a deposit with respect to only one (1) service, no additional deposit shall be required upon subsequent request for the second service. After 90 days the deposit may be adjusted to reflect 30 days' service.~~

(b) The deposit shall be retained by the **C**ity during such time as service is continued, and may be applied to payment of future charges; provided, however, that such application to payment shall have no effect upon the operation of the provisions of this chapter relating to nonpayment. ~~If such application to payment is~~



~~made, there shall thereupon be due and payable an amount sufficient to restore the funds on deposit to a total of \$100 for residences, \$125 for commercial and \$250 for industrial. Any funds remaining upon termination of service to a customer shall be returned to him.~~

(c) The deposit required by this section shall be in addition to all other charges, fees, and assessments referred to in this chapter. (Ord. of 4/5/77, Div. V, Art. 5; Ord. of 3/5/90, No. 157-90; Ord. of 8/7/06, No. 17-06)

Adopted this the 6th day of April, 2015.

Shawn Brown, Mayor

ATTEST:

Wendy Helms, City Clerk

APPROVED AS TO FORM:

Robert M. Grant, City Attorney



Request for Council Action

To: Mayor and City Council

From: Catherine Renbarger, City Manager

Action Requested:

Ordinance 20-14 Budget Amendment

Reimbursement for an overpayment.

Recommendation: Approve as presented



Request for Council Action

To: Mayor and City Council

From: Catherine Renbarger, City Manager

Action Requested: Consider for Adoption

1. Resolution 20-14- Unifour Regional Hazard Mitigation Plan

The Unifour Hazard Mitigation Planning Committee and AECOM, led by Catawba County, initiated a Unifour Regional Hazard Mitigation Plan. Local governments in the Unifour contributed to the plan, based on assessed need for specific hazards and remedies. The plan includes Mitigation Actions specific to those local governments. Adopting the Unifour Regional Hazard Mitigation Plan will allow the City to be eligible for federal and state assistance in the event that a state of disaster is declared.

Recommendation: Adopt Unifour Regional Hazard Mitigation Plan



**CITY OF CLAREMONT
NORTH CAROLINA
RESOLUTION # 20-14**

**A RESOLUTION ADOPTING THE UNIFOUR REGIONAL HAZARD MITIGATION
PLAN**

WHEREAS, the citizens and property within the City of Claremont are subject to the effects of natural hazards that pose threats to lives and cause damage to property, and with the knowledge and experience that certain areas of the county are particularly vulnerable to flood, tornado, winter storm/ice storm, drought, wildfire and geological hazards such as sink holes, landslides and earthquakes; and

WHEREAS, the City desires to seek ways to mitigate the impact of identified hazard risks; and

WHEREAS, the Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; Parts 3, 5, and 8 of Article 19 of Chapter 160A; and Article 8 of Chapter 160A of the North Carolina General Statutes, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Legislature of the State of North Carolina has in Section 1 Part 166A of the North Carolina General Statutes (adopted in Session Law 2001-214 --- Senate Bill 300 effective July 1, 2001), states therein in Item (a) (2) "For a state of disaster proclaimed pursuant to G.S. 166A-6(a) after August 1, 2002, the eligible entity shall have a hazard mitigation plan approved pursuant to the Stafford Act"; and

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000 states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five year cycle; and

WHEREAS, the City of Claremont has performed a comprehensive review and evaluation of each section of the previously approved Hazard Mitigation Plan and has updated said plan as required under regulations at 44 CFR Part 201 and according to guidance issued by the Federal Emergency Management Agency and the North Carolina Division of Emergency Management; and

WHEREAS, it is the intent of the City Council of the City of Claremont to fulfill this obligation in order that the City will be eligible for federal and state assistance in the event that a state of disaster is declared for a hazard event affecting the City.

NOW, therefore, be it resolved that the City Council of the City of Claremont hereby:

1. Adopts the Unifour Regional Hazard Mitigation Plan; and
2. Vests Planning & Zoning, Administration, Public Works, and Fire Departments with the responsibility, authority, and the means to:



- (a) Inform all concerned parties of this action.
 - (b) Cooperate with Federal, State and local agencies and private firms which undertake to study, survey, map and identify floodplain areas, and cooperate with neighboring communities with respect to management of adjoining floodplain areas in order to prevent exacerbation of existing hazard impacts.
3. Appoints the City Manager to assure that the Hazard Mitigation Plan is reviewed annually and every five years as specified in the Plan to assure that the Plan is in compliance with all State and Federal regulations and that any needed revisions or amendments to the Plan are developed.
4. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan.

Adopted on this day, April 6, 2015.

By: _____
Shawn R. Brown, Mayor

Certified by: _____ SEAL:

Date: _____



Request for Council Action

To: Mayor and City Council

From: Catherine Renbarger, City Manager

Action Requested:

Resolution 21-14 Resolution designating an Official to Make Recommendations to the NC ABC Commission on ABC Permits

This resolution would give the City Manager authority to make recommendations to the NC ABC Commission concerning ABC retail permits.

At this time, City Council has delegated this authority to the Mayor.

Recommendation: Approve as presented



City Council of the City of Claremont

Catawba County, North Carolina

Ordinance No. 20-14

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

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

General Fund

<u>Revenues</u>	<u>Increase</u>	<u>Decrease</u>
Miscellaneous Revenue 10.3350.0000	\$2,250	
<hr/>		
Total	\$2,250	
<u>Expenditures</u>		
Engineering 30.8220.045	\$2,250	
<hr/>		
Total	\$2,250	

INTRODUCED at the regular meeting of the City Council of the City of Claremont on
April 6, 2015.

ADOPTED at the regular meeting of the City Council of the City of Claremont on
April 6, 2015.

Shawn R. Brown, Mayor

ATTEST:

Wendy Helms, City Clerk



**CITY OF CLAREMONT
NORTH CAROLINA
RESOLUTION # 21-14**

Item # 9E

**A RESOLUTION DESIGNATING AN OFFICIAL TO MAKE RECOMMENDATIONS
TO THE NORTH CAROLINA ALCOHOLIC BEVERAGE CONTROL COMMISSION
ON ABC PERMIT APPLICATIONS**

WHEREAS, G.S. 18B-904(f) authorizes a governing body to designate an official, by name or by position, to make recommendations concerning the suitability of persons or locations for ABC permits; and

WHEREAS, THE City Of Claremont, County of Catawba, wishes to notify the NC ABC Commission of its designation as required by G.S. 18B-904(f);

BE IT THEREFORE RESOLVED that the City Manager is hereby designated to notify the North Carolina Alcoholic Beverage Control Commission of the recommendations of the City of Claremont, County of Catawba, regarding the suitability of persons and locations for ABC permits within its jurisdiction.

BE IT FURTHER RESOLVED THAT notices to the City of Claremont, County of Catawba, should be mailed or delivered to the official designated above at the following address:

Mailing Address: PO Box 446
Office Location: 3288 East Main Street
City: Claremont, NC
Zip: 28610
Telephone# (828) 466-7255

This the 6th day of April, 2015

Shawn R. Brown, Mayor

Sworn to and subscribed before me this the 6th day of April, 2015

Wendy L. Helms, City Clerk

Claremont March 2015 Dashboard Report

Police Dept.			Fire Dept.			Financials		
	Month	YTD		Month	YTD		% In	% Out
Calls Answered	866	2385	Calls for Service	31	86	General Fund	87%	71%
Citations Served	133	417	Working Fires	4	12	Water/Sewer Fund	68%	63%
Warnings	69	217	Training Hours	521	1026	Rescue Squad		
Number of Arrests	1	23	Prevention Programs	23	52		Month	YTD
Accidents	9	23	False Alarms	0	5	Calls for Service		156
Warrants	3	32	EMS Calls	12	20	Training Hours		66
Open Cases	7	25				Other Activities & Announcements		
Other Activities & Announcements			Other Activities & Announcements			Other Activities & Announcements		
Capt. Long graduated from LEEP training at NC State University. Officers have begun their yearly mandated In-Service training. Building construction is complete and final inspection has			Host for County Association meeting. Safety Bowl participant (Finished 4th) and sponsor. First site visit for new Engine 71. Ten new dual band radios in service.			No Update		
Public Works			Utility Dept.			Planning & Zoning Dept.		
	Month	YTD		Month	YTD		Month	YTD
Vehicles Serviced	6	27	Water Turned Off	5	31	Zoning Permits	7	17
Recycling %- Feb 2015	135%	90%	Water Taps	0	4	Residential Permits	4	5
Solid Waste Tonnage	30.1	106.04	Water Purchased	6,805,010	20,684,390	Commercial Permits	3	12
Street Lights Replaced	6	25	Water Sold	6,901,749	18,766,295	Enforcement Cases	3	9
Work Orders	43	102	McLin WWTP Avg.	128,000	139,667	Planning Board Work	1	5
Sewer Line Jetted	1630+10	3,878	North WWTP Avg.	65,000	66,667	Safety Permits	0	0
Other Activities & Announcements			Other Activities & Announcements			Other Activities & Announcements		
Working with Sunquest on three sites. Continued work on water line on Kelly Blvd. 817 AMR water meters have been installed. New employee has been hired, and will start to work 4/8/15.						Worked on site plan edits for solar project and site plan edits/subdivision review for Oxford Crossings. Worked with Markeyt Basket and Core 3 on business openings. Attended SOG Course.		