

Jody L. McLeod
MAYOR

Bruce Thompson
TOWN ATTORNEY

Steve Biggs
TOWN MANAGER



Bob Satterfield
Alex Harding
R.S. "Butch" Lawter, Jr.
Art Holder
COUNCIL MEMBERS

Michael Grannis
MAYOR PRO TEM

TOWN COUNCIL MEETING

AUGUST 15, 2011

AGENDA

MAYOR AND TOWN COUNCIL

**MAYOR JODY L. MCLEOD
MAYOR PRO TEM MICHAEL GRANNIS
COUNCILMAN BOB SATTERFIELD**

**COUNCILMAN ALEX HARDING
COUNCILMAN R.S. "BUTCH" LAWTER, JR.
COUNCILMAN ART HOLDER**

TOWN STAFF

**STEVE BIGGS, TOWN MANAGER
SHERRY L. SCOGGINS, TOWN CLERK
BRUCE THOMPSON II, TOWN ATTORNEY**

AGENDA
THE WORK SESSION MEETING OF THE CLAYTON TOWN COUNCIL

MONDAY, AUGUST 15, 2011
7:30 PM

THE CLAYTON CENTER
COUNCIL CHAMBERS

1. **CALL TO ORDER**
Pledge of Allegiance
Invocation – Mayor Jody L. McLeod
2. **ADJUSTMENT OF THE AGENDA**
3. **ACTION AGENDA**
 - a. Draft minutes from the August 1, 2011, regular meeting.
4. **INTRODUCTIONS AND SPECIAL PRESENTATIONS**
 - a. Introduction of new Town of Clayton employee(s).
5. **ITEMS SCHEDULED FOR THE REGULAR MEETING AGENDA**
 - a. Evidentiary hearing for special use permit SUP 2011-62, Christ Church at 307 Tew Court.
6. **ITEMS CONTINGENT FOR THE REGULAR MEETING**
 - a. Presentation of ordinance amendment for Chapter 155, Section 203 Part 1 Residential District tables.
 - b. Presentation of rezoning request RZ 2011-46 requesting the rezoning of 5.97 acres located at 4055 Powhatan Road from split RE Residential and B3 Highway to I-1 Light Industrial.
 - c. Presentation of budget ordinance amendment.
 - d. Presentation of locally administered project agreement between NCDOT and the Town of Clayton for Front Street Extension.
 - e. Presentation of ordinance correction to Chapter 51, Section 21 of the Water and Sewer Extension Policy.
 - f. Presentation of final acceptance for the following projects:
 - Public water and sewer utilities for Johnston Medical Hospital & MOB Facility
 - JMH 6-inch force main and lift station facility
 - g. Presentation of warranty acceptance for public water and sewer utilities at Caterpillar PDC Test Facility – Phase 2A.

7. **ITEMS FOR DISCUSSION**
 - a. Discuss PEG channel operations agreement.
8. **OLD BUSINESS**
 - a. Phase 2 of the streets bonds bid opening results.
9. **STAFF REPORTS**
 - a. Town Manager
 - b. Town Attorney
 - c. Town Clerk
 - Calendar of Events
 - d. Other Staff
10. **OTHER BUSINESS**
 - a. Informal Discussion & Public Comment.
 - b. Council Comments.
 - c. Highlights of the July Planning Board meeting.
11. **ADJOURNMENT**

**TOWN OF CLAYTON
TOWN COUNCIL
AGENDA COVER SHEET**

Agenda Item: 3a

Meeting Date: 8/15/11

TITLE: DRAFT MINUTES FROM THE AUGUST 1, 2011, REGULAR MEETING.

DESCRIPTION: Minutes.

RELATED GOAL: Administrative

ITEM SUMMARY:

Date:

Action:

Info. Provided:

8-15-11

Approval.

DRAFT minutes from
8-01-2011 meeting.

MINUTES CLAYTON TOWN COUNCIL AUGUST 01, 2011

The first regular meeting of the Clayton Town Council for the month of August was held on Monday, August 1, 2011, at 7:30 PM at Town Hall, 111 East Second Street.

PRESENT: Mayor Jody L. McLeod, Mayor Pro Tem Michael Grannis, Councilman Bob Satterfield, Councilman Alex Harding, Councilman R. S. "Butch" Lawter Jr., and Councilman Art Holder.

ALSO PRESENT: Steve Biggs, Town Manager; Brenton McConkey, Town Attorney; Sherry Scoggins, Town Clerk; Nancy Medlin, Deputy Town Manager; David DeYoung, Planning Director; Tommy Roy, Information Services Technician

ITEM 1. CALL TO ORDER

Mayor McLeod called the meeting to order at 7:35 PM.

The following members of Boy Scout Troop 24 sponsored by the Clayton Civitans led everyone in the Pledge of Allegiance:

- | | | |
|------------------|-------------------|----------------|
| ▪ Sean Glass | ▪ Justin Bell | ▪ Andy Bird |
| ▪ Chad Sprouse | ▪ Steven Zinn | ▪ Jack Wiedman |
| ▪ Caleb Rudisill | ▪ Matthew Lewczyk | |
| ▪ Andy Catron | ▪ Sheldon Salazar | |

Mayor McLeod gave the invocation.

ITEM 2. ADJUSTMENT OF THE AGENDA

As there was no adjustment of the agenda, it was the consensus of the Council to proceed with the agenda as presented.

ITEM 3. ACTION AGENDA

Mayor Pro Tem Grannis motioned to approve the action agenda as presented; Councilman Holder and Councilman Lawter simultaneously seconded the motion. The motion carried unanimously at 7:37 PM with the following action agenda items being approved:

- Item 3a. Draft minutes from the July 18, 2011, work session meeting.
- Item 3b. Powhatan R.A.C.E. request.
- Item 3c. NCDOT agreement for Clayton Community Center Pedestrian Connector.
- Item 3d. Proclamation – August 2011 as Firefighter Appreciation Month.
- Item 3e. Initial warranty acceptances for asphalt pavement for the following:
 - Cassedale Subdivision

- Harvest Mill Lane
- RWAC: Phases 3B, 3C, 3D, 3E & Athletic Club Boulevard

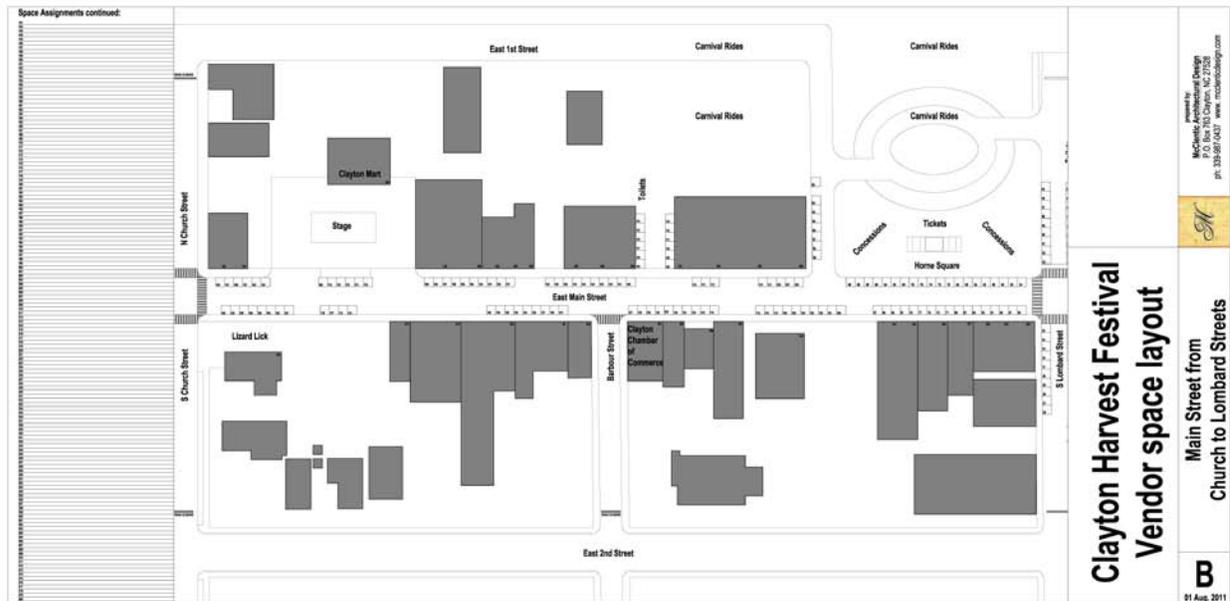
ITEM 4. INTRODUCTIONS AND SPECIAL PRESENTATIONS

Item 4a. Presentation by the Clayton Chamber of Commerce for the 2011 Harvest Festival; continuance from the July 18, 2011, Council meeting.

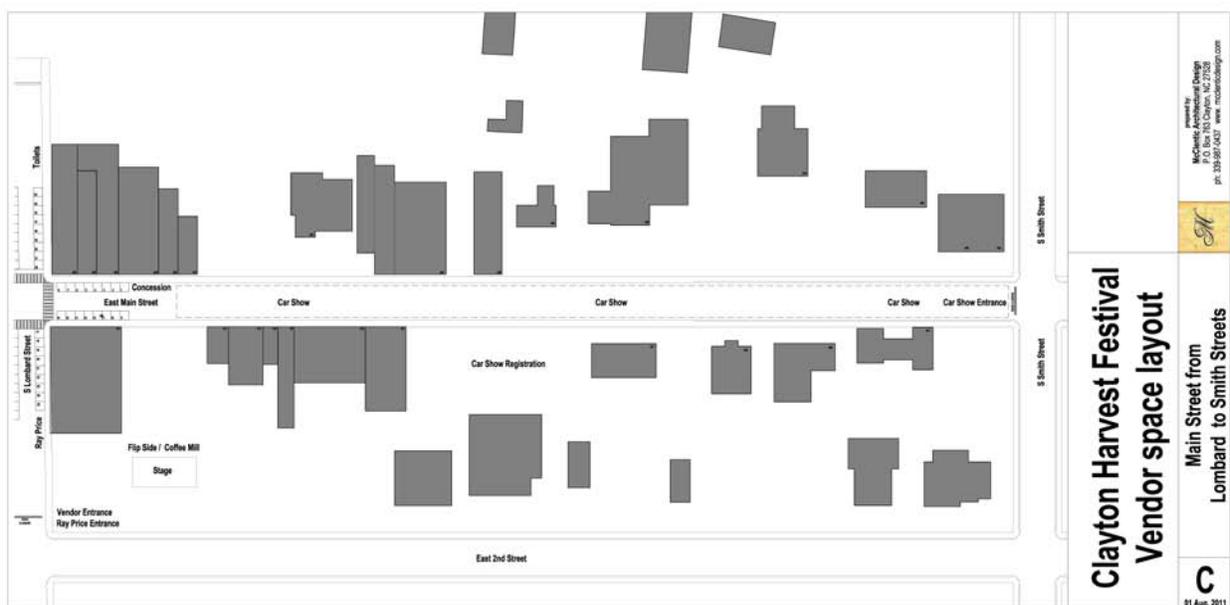
Mr. James Lipscomb, Chairman of the Harvest Festival, provided an overview and displayed maps of the Harvest Festival layout for this year:



Mr. Lipscomb stated the Town Square lot displays two stages. He stated the hope is to double the performance acts from last year so the performances are continuous with minimal downtown. He stated the Clayton Farmers Market will relocate onto Main Street between O'Neal and Fayetteville Streets. He stated on the north side is an EMS Village. He stated the pirate reenactment troupe will be in the Four Oaks Bank parking lot. He stated the car show will be moved closer to Smith Street and the vendors will begin after Four Oaks Bank and continue down Main Street. He stated the merchants will be asked if they will be open so accommodations can be made for access to the business.



Mr. Lipscomb stated the petting zoo will move beside Studio Blue because it has a big oak tree. He stated the crews of Lizard Lick Towing and All Worked Up will be in front of Stokes Chiropractor. He stated the bands and larger demonstrations will perform in front of the Clayton Mart. He stated vendors will be located in front of Mulberry’s down to Lombard Street. He stated vendors in front of Horne Square will be opened on two sides. He stated there will be two concession trailers on Horne Square. He stated the asphalt area will be the lighter weight rides and games. He stated the bigger rides will be at the railroad right of way. He stated the area behind HomeTowne Realty will be set up like it was last year.



Mr. Lipscomb stated depending on number of arts and crafts vendors, the car

show will start at Lombard Street and go to Smith Street. He stated the stage will be in the Flip Side / Coffee Mill parking lot and the lot in front creates an amphitheater. He stated Ray Price Harley Davidson will bring a simulator for set up on Lombard Street at Main Street and motorcycles will be displayed on Lombard Street.

Based upon comment by Council, Mr. Lipscomb stated there are churches that have space and some will sell water and some will give water away.

Based upon question by Council, Mr. Lipscomb stated vendor access is controlled through set-up. He added there is no ID tag. He added there is no control for citizens who set up in their own yard.

Based upon question by Council, Mr. Lipscomb stated the food vendors will be permitted by the Johnston County Health Department.

Based upon question by Council, Mr. Lipscomb stated there will be no parking at the FlipSide. He stated Mr. Godfrey is working directly with the Food Town owner for parking.

Mayor McLeod stated at the last meeting Council expressed concern about the vegetation at Horne Square. He shared it would be awesome for the schools to use that space by advertising the school art program.

Town Manager Biggs stated a concern is there is underground water and electric lines in those beds. He stated a suggestion for this year would involve stakes in the bed and decorative plastic chains as seen at golf events creating a visual barrier.

Mayor McLeod requested the owners of the Wagner House be contacted and made aware of the changes of the Harvest Festival.

Mr. Lipscomb stated Wednesday evening is the Clayton Idol and the winners will perform during the Harvest Festival. He stated there will be a music event from Wednesday through Sunday evenings.

Based upon comment by Council, Town Manager Biggs stated there will be recycle bins available for this event.

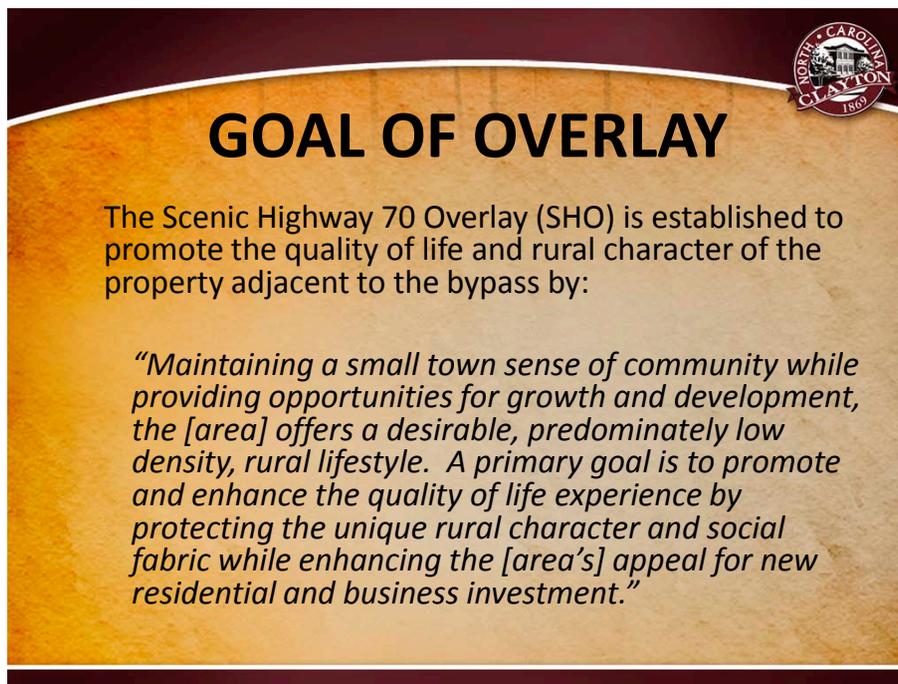
ITEM 5. PUBLIC HEARINGS

No public hearings were scheduled for the August 1, 2011, Council meeting.

ITEM 6. OLD BUSINESS

Item 6a. Ordinance Amendment OA 2011-25 to the UDC to add Scenic Highway Overlay Regulations – UDC Section 155.204.

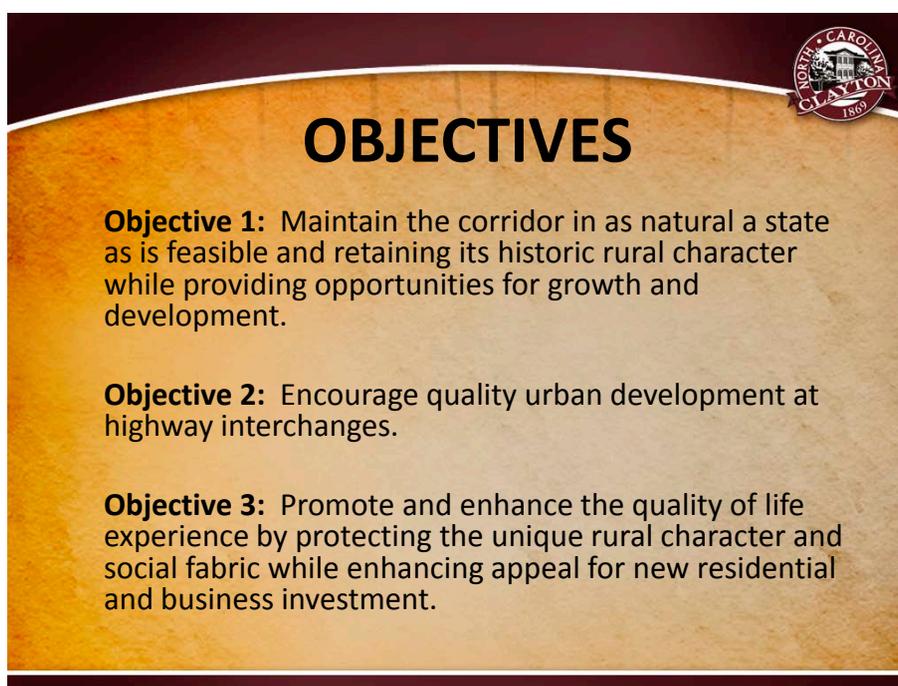
Planning Director David DeYoung stated at last Council meeting he was tasked with addressing concerns presented by Council and Mr. Holder. He provided the following PowerPoint presentation:



GOAL OF OVERLAY

The Scenic Highway 70 Overlay (SHO) is established to promote the quality of life and rural character of the property adjacent to the bypass by:

“Maintaining a small town sense of community while providing opportunities for growth and development, the [area] offers a desirable, predominately low density, rural lifestyle. A primary goal is to promote and enhance the quality of life experience by protecting the unique rural character and social fabric while enhancing the [area’s] appeal for new residential and business investment.”

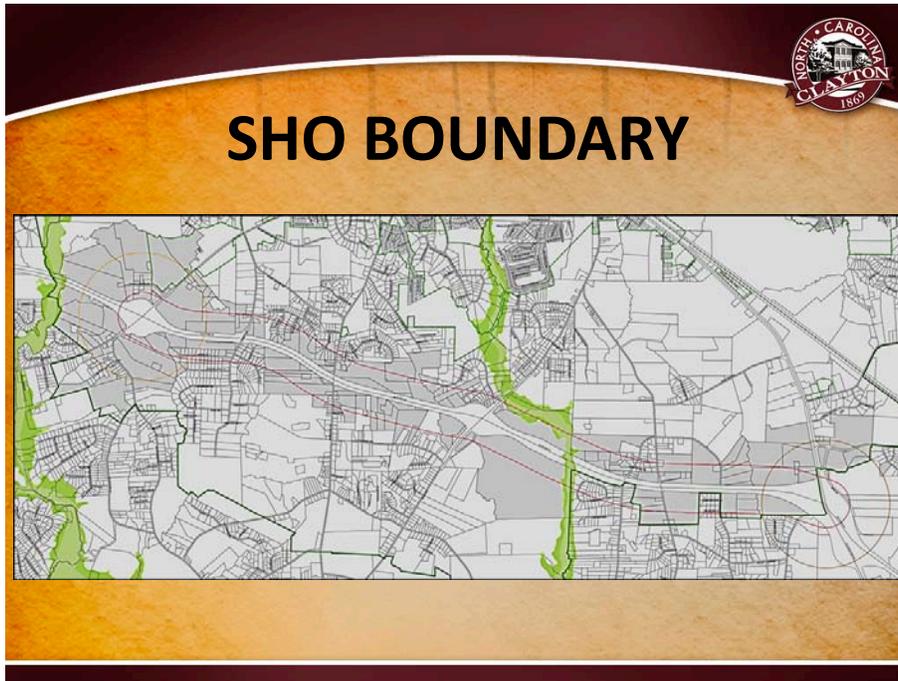


OBJECTIVES

Objective 1: Maintain the corridor in as natural a state as is feasible and retaining its historic rural character while providing opportunities for growth and development.

Objective 2: Encourage quality urban development at highway interchanges.

Objective 3: Promote and enhance the quality of life experience by protecting the unique rural character and social fabric while enhancing appeal for new residential and business investment.



REMAINING COMMENTS

Following the July 18th Town Council Meeting, there were 8 remaining comments. These are:

Comment #	UDC Section	Regulation Objection	Requested Alternative	Status (as of 7-18)	Comments
1	155.204(C)(2) <i>Designation (Public Comment)</i>	Geographic boundary of SHO too big at 2,000 feet from centerline within corridor	1. Reduce distance from centerline	Modified – Code Furthers Objective 1 and 3	Modification: Reduced corridor distance to 1,000 feet <ul style="list-style-type: none"> Elevated topography including median elevations limit views along majority of corridor 155.204(C)(11)(h)1. “balloon test” will protect open view corridors from negative impacts
2	155.204 (C)(7) <i>Waivers (Council Discussion 7/18)</i>	Waivers should be limited to Town Council approval	1. Remove other Boards from waiver approval	Open Item – Code Furthers Objective 3	<ul style="list-style-type: none"> Waiver issued by approving Board All Boards were added to ensure process would not be bogged down by waiver approval.



REMAINING COMMENTS

Comment #	UDC Section	Regulation Objection	Requested Alternative	Status (as of 7-18)	Comments
3	155.204(C)(9)(f) Setback requirements <i>(Councilman Holder Comment)</i>	Interchange setback too large at 50 feet	1. Reduce interchange setback from 50 feet to 25 feet	Open Item – Code Furthers Objective 2	<ul style="list-style-type: none"> 25 feet is less restrictive than current code (TOD II = 40 feet average, Non-residential in R-E requires 35 feet) Moving buildings closer will impede pedestrian spaces (outdoor seating, public art, etc.) Waiver process is available if deemed necessary
4	155.204(C)(9)(h) Interchange site development guidelines <i>(Councilman Holder Comment – Public Comment)</i>	Interchange height requirement too restrictive at two stories or 25 feet	1. Reduce height requirements	Modified – Code Furthers Objective 2	<p>Modification: Incentives provided for compliance</p> <ul style="list-style-type: none"> Important to establish sense of arrival at interchanges Not an uncommon practice to require additional height Waiver process is available if necessary









Planning Director DeYoung stated the photos are examples of false two-story facades.



REMAINING COMMENTS

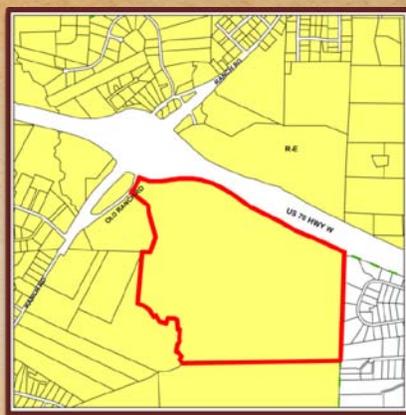
Comment #	UDC Section	Regulation Objection	Requested Alternative	Status (as of 7-18)	Comments
5	155.204(C)(8) SHO interchange Development (Councilman Holder Comment – Public Comment)	Ranch Rd. and Scenic US HWY 70 should be included as an interchange	1. Add Ranch Rd. and Scenic US HWY 70 as an included interchange	Open Item – Code Furthers Objective 2	<ul style="list-style-type: none"> • May encourage premature development pattern at intersection • Ranch Road may not function without widening with increased traffic volumes • May dilute “sense of arrival” at more prominent interchanges
6	155.204(C)(11)(b) SHO corridor development (Councilman Holder Comment – Public Comment)	Corridor setback requirement Too restrictive at 100 feet	1. Reduce setback to 50 feet for non-residential and 25 feet for residential	Modified – Furthers Objective 1 and 3	<p>Modification: Setbacks have been reduced for residential to 50 feet with density bonus incentives to maintain 100 feet.</p> <ul style="list-style-type: none"> • Maintained 100 foot setback for non-residential • Waiver process is available if necessary

Planning Director DeYoung stated adding the Ranch Road interchange may dilute the sense of arrival for the other two interchanges.



DENSITY INCENTIVE

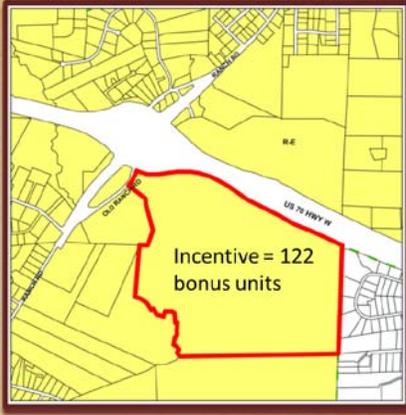
- ◆ A portion (243 acres) of the Carolina Packers property is located at the interchange of Ranch Road and Scenic HWY 70





DENSITY INCENTIVE

- ◆ Site developed with a 50 foot buffer along HWY 70 = No density bonus.
- ◆ Site developed with a 100 foot buffer = density bonus of ½ unit per acre of property.
- ◆ **Bonus = approx. 122 dwelling units**




REMAINING COMMENTS

Comment #	UDC Section	Regulation Objection	Requested Alternative	Status (as of 7-18)	Comments
7	155.204(C)(9)(i) and (C)(11)(i) Prohibited elements (Town Council Comment)	Building materials not restrictive enough	1. Expand requirements	Open Item – Code Furthers Objectives 1, 2 and 3	Clarification: Section(C)(9)(c) Site design incorporates the Town's General Design Guidelines to clarify visual aspects of the SHO <ul style="list-style-type: none"> • The intent of the overlay design criteria is to encourage creative and quality design while prohibiting certain elements • Specific building materials can be added (metal buildings) to direct building design
8	155.204(C)(10)(d) Trademark forms and colors (Councilman Holder Comment)	May discourage some chain establishments	1. Eliminate requirement	No Change – Code Furthers Objective 2 and 3	Clarification: The SHO does not prohibit trademark symbols <ul style="list-style-type: none"> • The intent is to only restrict trademarks and symbols with a negative visual impact

Planning Director DeYoung stated it is not the intent of this section to restrict trademark forms and colors. He stated signage size and location may be limited.

Planning Director DeYoung provided an overview on the density incentives for developers.



Minor Revisions

155.204(C) (7) Waivers.

- “A waiver of one or more requirements of the SHO may be granted by the ~~Town Council~~ Town Board with approval authority if the waiver criteria set forth below have been met.”

155.204(C) (8) Interchange Use Regulations.

- “SHO interchanges ~~shall~~ generally include ~~all~~ properties within ½ mile radius of the intersection point of the following highway interchanges...”

155.204(C) (9) (b) Interchange Use Regulations.

- Remove “Amusement Center” Use and replace it with “Indoor Entertainment” Use



Minor Revisions Cont.

155.204(C) (11) (b) SHO Corridor Development.

- “...The following exceptions are permitted within the special setback:
 1. Landscaping;
 2. Drainage features designed to mimic the natural environment;
 3. Public utilities and facilities and private well and septic systems;
 4. Driveways and streets; and
 5. Sidewalks, pedestrian ways, or bikeways.”

Councilman Harding stated he likes the changes and he appreciated the public input.

Councilman Satterfield stated he is concerned with the other boards having approval authority for waivers and added he prefers the Council be the approval board for waivers.

Town Attorney McConkey stated the Board of Adjustment makes quasi-judicial decisions. He stated a waiver is not quasi-judicial.

Planning Director DeYoung added the Board of Adjustment does not review site plans.

Councilman Satterfield stated he prefers the site plans be reviewed by the Council as the Council answers to the citizens.

Councilman Holder stated he is concerned that the Ranch Road interchange is not included in the SHO. He stated this could be the first development to come before the Council for approval.

Planning Director DeYoung stated Ranch Road will be developed in time. He added he does not see that area as strictly a commercial development.

Councilman Holder stated Johnston County has need of a major shopping center and that land has potential because of acreage.

Planning Director DeYoung stated that in the event something major comes along, the developers could petition the Council to add the interchange.

Councilman Lawter questioned what happens if Carolina Packers builds a development/subdivision.

Planning Director DeYoung stated if part of the interchange the preference is to have development close to the road whereas in the SHO district the preference is to have the development away from the road.

Councilman Lawter questioned if it would be developed like Riverwood Athletic Club.

Town Manager Biggs stated when a developer comes in with a mixed use major development the Town becomes a partner to the project because of the complexities of services desired. He stated a development of that size may be worked on for six to eight months.

Councilman Harding stated in the time he has served on the Council, the Council has never pushed back a quality project that has come before the Council.

Mayor Pro Tem Grannis stated he is grateful for the density credits explanation. He stated the major concern with the Ranch Road interchange is quality development. He stated if Ranch Road is left as is, people can come back and request that it be changed.

Councilman Satterfield stated a procedure is being worked on to expedite the process.

Mayor Pro Tem Grannis motioned to approve ordinance amendment OA 2011-25 for section 155-204 with the exception that the approving boards be excluded and replaced with Town Council as the board able to approve waivers; Councilman Satterfield seconded the motion. Motion carried 4-1 with Councilman Holder dissenting.

Item 6b. Phase 2 of the streets bonds bid opening results.

Town Manager Biggs stated on July 28th bids were opened for the phase 2 of the streets bonds and incorporated are the bid opening results. He stated it appears the Fred Smith Company is the low bidder with a project cost of \$2.317 million. He added action is not being sought this evening. He stated he has received feedback from the public and Council members on the street bond program. He stated a street that has been pointed to as deficient and not on the list is John Street. He stated the \$2.317 bid amount is high and the Town may receive an advantage by splitting up Phase 2 of the streets bond. He stated what he would like for the Council to consider and to take action on at the August 15th meeting is splitting out some streets from Phase 2 and include those in a spring 2012 project that would include the streets removed from this bid process and include those with John Street. He stated between now and spring 2012 there would be time to design John Street. He stated the idea is to put John Street with the other streets needing repair the Town will receive good pricing. He stated the incorporated spreadsheet s show two options for deferring certain streets from the streets bond project:

Option One:

Hobbs Street, East Joyner, Parrish Drive and Durham Street and add John Street for the spring 2012 making the Phase 2 Streets Bonds Project cost \$1.882 million. He stated the project will be a large project and manageable for 2011.

Option Two:

Hobbs Street, East Joyner, Parrish Drive, Durham Street, South Fayetteville Street, Hamby Street, Willow, and West Second. He stated staff is not favoring this option.

Town Manager Biggs stated out of the \$1.882 million dollars there is an amount committed to water and sewer improvements. He added he believes the amount for water and sewer will exceed what was included in the street bonds.

Town Manager Biggs stated before the next Council meeting staff will go through each line item and separate the utility cost from the work that is street, sidewalk and storm drainage. He stated the funds for the amount to be drawn down and the amount included in the bonds program and a recommendation of award will then be presented to Council with scope of streets to include, scope of streets to

exclude, and the amount of money from the capital reserves from the utility fund to complete that scope of work.

TOWN OF CLAYTON - 2010 STREET BOND IMPROVEMENT PROJECT PHASE 2
July 29, 2011
ITEMIZED BID OPTIONS

ITEM #	ITEM DESCRIPTION	ORIGINAL QUANTITY	OPTION 1 QUANTITY	OPTION 2 QUANTITY	UNIT	Fred Smith Company			
						ORIGINAL UNIT BID	ORIGINAL AMOUNT BID	OPTION 1 AMOUNT BID	OPTION 2 AMOUNT BID
1	Mobilization	1	1	1	LS	\$109,000.00	\$109,000.00	\$109,000.00	\$109,000.00
2	Cleaning, Grubbing, Sealing and Clean Up	1	1	1	LS	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
3	MI (1.25')	13,881	10,728	8,166	SY	\$4.90	\$67,918.90	\$52,557.40	\$40,008.50
4	MI (2.00')	667	667	0	SY	\$5.10	\$3,401.70	\$3,401.70	\$0.00
5	MI (3.00')	2,916	2,916	2,916	SY	\$5.30	\$15,454.80	\$15,454.80	\$15,454.80
6	FCP (2") - Asphalt Concrete Intermediate Course, Type 119.0 B	25	25	25	SY	\$29.00	\$725.00	\$725.00	\$725.00
7	FCP (3") - Asphalt Concrete Intermediate Course, Type 119.0 B	109	38	0	SY	\$33.00	\$3,615.00	\$1,330.00	\$0.00
8	FCP (4") - Asphalt Concrete Intermediate Course, Type 119.0 B	5,010	4,857	3,965	SY	\$47.00	\$185,330.00	\$160,281.00	\$130,845.00
9	FCP (6") - Asphalt Concrete Intermediate Course, Type 119.0 B	40	40	38	SY	\$7.50	\$1,880.00	\$1,880.00	\$1,786.00
10	Overlay (1.25") - Asphalt Concrete Surface Course, Type S9.5 B	58,413	48,228	39,860	SY	\$7.50	\$438,097.50	\$361,695.00	\$298,875.00
11	Overlay (2.00") - Asphalt Concrete Surface Course, Type S9.5 B	2,460	2,460	0	SY	\$11.00	\$27,060.00	\$27,060.00	\$0.00
12	Catch Basin Repair (NCDOT Type Grate, Frame, & Hood)	1	0	0	EA	\$1,500.00	\$1,500.00	\$0.00	\$0.00
13	Drop Inlet Repair (NCDOT Type Grate & Frame)	3	3	0	EA	\$1,400.00	\$4,200.00	\$4,200.00	\$0.00
14	Add 24" Standard Concrete Curb & Gutter	25	25	0	LF	\$15.00	\$375.00	\$375.00	\$0.00
15	Add 30" Standard Concrete Curb & Gutter	815	815	815	LF	\$18.50	\$15,077.50	\$15,077.50	\$15,077.50
16	Add 30" Valley Concrete Curb & Gutter	440	440	440	LF	\$18.00	\$7,920.00	\$7,920.00	\$7,920.00
17	24" Concrete Curb & Gutter Removal & Replacement	509	198	188	LF	\$27.00	\$13,743.00	\$5,346.00	\$5,076.00
18	30" Concrete Curb & Gutter Removal & Replacement	229	229	229	LF	\$28.50	\$6,526.50	\$6,526.50	\$6,526.50
19	Concrete Driveway Apron Removal & Replacement	154	112	86	SY	\$59.85	\$9,216.90	\$6,703.20	\$5,087.25
20	Replace Traffic Loop Detector	1	1	1	EA	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
21	Pavement Marking - 4" White Thermoplastic Edge Line (60 mils)	130	130	130	LF	\$2.00	\$260.00	\$260.00	\$260.00
22	Pavement Marking - 4" Double Yellow Thermoplastic Center Line (120 mils)	1,681	1,681	100	LF	\$2.00	\$3,362.00	\$3,362.00	\$2,000.00
23	Pavement Markings - White Thermoplastic Stop Bar (120 mils)	24	24	24	LF	\$25.00	\$600.00	\$600.00	\$600.00
24	Pavement Markings - White Thermoplastic Turn Arrow Symbols (90 mils)	1	1	1	EA	\$300.00	\$300.00	\$300.00	\$300.00
25	Valve Box Adjustments	49	41	27	EA	\$325.00	\$15,925.00	\$13,325.00	\$8,775.00
26	Valve Box Repair	8	8	6	EA	\$385.00	\$3,080.00	\$3,080.00	\$1,925.00
27	Install 6" Gate Valve	38	24	18	EA	\$1,800.00	\$68,400.00	\$38,400.00	\$28,800.00
28	Install 10" Gate Valve	1	1	0	EA	\$2,700.00	\$2,700.00	\$2,700.00	\$0.00
29	Fire Hydrant Assembly	9	6	6	EA	\$4,500.00	\$40,500.00	\$27,000.00	\$27,000.00
30	Remove & Replace Fire Hydrant Assembly	3	3	3	EA	\$4,000.00	\$12,000.00	\$12,000.00	\$12,000.00
31	Install 6" PVC (C-900 SCR 18) Waterline	3,606	2,435	2,435	LF	\$55.00	\$208,148.00	\$141,230.00	\$141,230.00
32	2" Blowoff Assembly	1	1	1	EA	\$1,900.00	\$1,900.00	\$1,900.00	\$1,900.00
33	Add/Replace Water Services	106	84	72	EA	\$1,500.00	\$159,000.00	\$126,000.00	\$108,000.00
34	Manhole Adjustments	43	35	21	EA	\$500.00	\$17,500.00	\$11,500.00	\$10,500.00
35	Manhole Rehab (0-6')	4	4	4	EA	\$2,800.00	\$11,200.00	\$11,200.00	\$11,200.00
36	Manhole Rehab (6-8')	6	6	4	EA	\$3,100.00	\$18,600.00	\$15,500.00	\$12,400.00
37	Manhole Rehab (8-10')	5	3	1	EA	\$3,300.00	\$16,500.00	\$9,900.00	\$3,300.00

ITEM #	ITEM DESCRIPTION	ORIGINAL QUANTITY	OPTION 1 QUANTITY	OPTION 2 QUANTITY	UNIT	Fred Smith Company			
						ORIGINAL UNIT BID	ORIGINAL AMOUNT BID	OPTION 1 AMOUNT BID	OPTION 2 AMOUNT BID
38	Manhole Replace (0-6)	17	15	14	EA	\$2,200.00	\$37,400.00	\$33,000.00	\$30,800.00
39	Manhole Replace (6-8)	3	3	2	EA	\$2,500.00	\$7,500.00	\$7,500.00	\$5,000.00
40	Manhole Replace (8-10)	3	2	1	EA	\$2,900.00	\$8,700.00	\$5,800.00	\$2,900.00
41	Manhole Replace (10-12)	2	2	2	EA	\$3,100.00	\$6,200.00	\$6,200.00	\$6,200.00
42	4" Manhole (0-6)	2	2	1	EA	\$1,800.00	\$3,600.00	\$3,600.00	\$1,800.00
43	4" Manhole (6-8)	1	1	0	EA	\$2,100.00	\$2,100.00	\$2,100.00	\$0.00
44	8" DIP (Class 200) Sewer Main (0-6)	50	50	0	LF	\$100.00	\$5,000.00	\$5,000.00	\$0.00
45	8" DIP (Class 200) Sewer Main (6-8)	83	83	0	LF	\$84.00	\$7,802.00	\$7,802.00	\$0.00
46	8" PVC (SCR 35) Sewer Main (0-6)	2,144	1,481	1,111	LF	\$80.00	\$128,840.00	\$88,880.00	\$66,680.00
47	8" PVC (SCR 35) Sewer Main (6-8)	1,102	952	814	LF	\$85.00	\$1,130.00	\$81,880.00	\$52,910.00
48	8" PVC (SCR 35) Sewer Main (8-10)	511	211	182	LF	\$72.00	\$36,792.00	\$15,192.00	\$13,104.00
49	8" PVC (SCR 35) Sewer Main (10-12)	70	70	70	LF	\$82.00	\$5,740.00	\$5,740.00	\$5,740.00
50	Add/Replace Sewer Services	160	103	73	EA	\$1,100.00	\$176,000.00	\$113,300.00	\$80,300.00
51	Concrete Sidewalk Removal	34	14	14	SF	\$31.00	\$1,054.00	\$434.00	\$434.00
52	Install 6" Thick Concrete Sidewalk	3,683	1,940	1,636	SY	\$27.45	\$101,098.35	\$53,253.00	\$42,135.75
53	Install 6" Thick Concrete Sidewalk	553	411	376	SY	\$29.70	\$16,424.10	\$12,206.70	\$11,167.20
54	Handicap Ramps	29	16	13	EA	\$900.00	\$26,100.00	\$14,400.00	\$11,700.00
55	Silt Fence	3,579	1,972	1,648	LF	\$2.00	\$7,156.00	\$3,944.00	\$3,086.00
56	Fine Grade Shoulder	8,830	8,830	7,720	LF	\$2.10	\$18,543.00	\$18,543.00	\$16,212.00
57	Backfilling Edge of Pavement	8,830	8,830	7,720	LF	\$2.10	\$18,543.00	\$18,543.00	\$16,212.00
58	Seeding & Mulching	8,830	8,830	7,720	LF	\$1.65	\$14,569.50	\$14,569.50	\$12,738.00
59	Remove Tree/Shrub	32	24	21	EA	\$240.00	\$7,680.00	\$5,760.00	\$5,040.00
60	Trim Tree	1	0	0	EA	\$1,100.00	\$0.00	\$0.00	\$0.00
61	22" Thick Class 1 Rip Rap with Fabric Underliner	43	43	33	SY	\$80.00	\$3,440.00	\$3,440.00	\$2,640.00
62	Adjust Roof Drain	1	1	0	EA	\$2,200.00	\$2,200.00	\$2,200.00	\$0.00
63	Adjust Wooden Ramp to House	1	1	0	LS	\$1,200.00	\$1,200.00	\$1,200.00	\$0.00
64	Handrail	125	125	60	LF	\$40.00	\$5,000.00	\$5,000.00	\$2,000.00
65	Remove Fence	3	3	3	LF	\$70.00	\$210.00	\$210.00	\$210.00
66	Remove Pavers	55	55	16	SF	\$14.00	\$770.00	\$770.00	\$210.00
67	Remove Wall	54	50	50	LF	\$32.00	\$1,728.00	\$1,728.00	\$1,600.00
68	Adjust Water Meter Box	18	14	14	EA	\$300.00	\$5,400.00	\$4,200.00	\$4,200.00
69	Repair Water Meter Box	1	0	0	EA	\$750.00	\$750.00	\$0.00	\$0.00
70	Adjust Sewer Clean Out	4	2	2	EA	\$350.00	\$1,400.00	\$700.00	\$700.00
71	Repair Sewer Clean Out	2	2	2	EA	\$500.00	\$1,000.00	\$1,000.00	\$1,000.00
72	Relocate Private Light	1	1	1	EA	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
73	Remove Driveway Pipe	96	96	96	LF	\$30.00	\$2,880.00	\$2,880.00	\$2,880.00
74	4" ABC	944	944	944	SY	\$7.00	\$6,608.00	\$6,608.00	\$6,608.00
75	Borrow Material	461	461	461	CY	\$23.00	\$10,603.00	\$10,603.00	\$10,603.00
76	Add CB (NCDOT Type Grate, Frame & Hood)	3	2	0	EA	\$1,800.00	\$5,400.00	\$3,600.00	\$0.00
77	Add DI (NCDOT Type Grate, & Frame)	1	1	0	EA	\$1,800.00	\$1,800.00	\$1,800.00	\$0.00
78	Add DI (NCDOT Grate & Frame) with Concrete Agron	3	3	3	EA	\$2,300.00	\$6,900.00	\$6,900.00	\$6,900.00

ITEM #	ITEM DESCRIPTION	ORIGINAL QUANTITY	OPTION 1 QUANTITY	OPTION 2 QUANTITY	UNIT	Fred Smith Company			
						ORIGINAL BID	ORIGINAL AMOUNT	OPTION 1 AMOUNT	OPTION 2 AMOUNT
79	Grade Shoulder & Define Ditch	600	600	600	LF	\$1.60	\$960.00	\$960.00	\$960.00
80	Metting - North American Green C125 or equivalent	1,034	1,034	1,034	SF	\$2.65	\$2,740.10	\$2,740.10	\$2,740.10
81	18" RCP	327	327	47	LF	\$68.00	\$22,236.00	\$22,236.00	\$3,196.00
82	24" RCP	24	12	12	LF	\$140.00	\$3,360.00	\$1,680.00	\$1,680.00
83	30" RCP	8	8	0	LF	\$100.00	\$800.00	\$800.00	\$0.00
84	18" FES	2	2	2	EA	\$600.00	\$1,200.00	\$1,200.00	\$1,200.00
85	24" FES	2	2	2	EA	\$800.00	\$1,600.00	\$1,600.00	\$1,600.00
86	30" FES	1	1	0	EA	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00
87	Segmental Block Retaining Wall	1,120	960	950	SF	\$18.00	\$20,160.00	\$17,100.00	\$17,100.00
88	Remove Island	1	1	1	EA	\$1,900.00	\$1,900.00	\$1,900.00	\$1,900.00
89	Pavement Removal	50	50	50	SF	\$23.00	\$1,150.00	\$1,150.00	\$1,150.00
90	Adjust Fire Hydrant	1	1	1	EA	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00
91	Build Concrete Steps	20	4	4	SF	\$110.00	\$2,200.00	\$440.00	\$440.00
92	Remove & Replace Concrete Valley Drain	45	45	45	SF	\$86.85	\$3,908.25	\$3,908.25	\$3,908.25
93	Tie to Existing 18" WL (w/ TSS&V)	2	2	2	EA	\$9,300.00	\$18,600.00	\$18,600.00	\$18,600.00
94	18" Median Curb	50	50	50	LF	\$25.50	\$1,275.00	\$1,275.00	\$1,275.00
95	Build Inside Drop in MH w/ DIP	1	0	0	EA	\$1,700.00	\$1,700.00	\$0.00	\$0.00
Bid Totals =							\$2,371,939.10	\$1,882,587.65	\$1,536,090.85
							Fred Smith Company		

OPTION 1 - SHALL BE DEFINED AS THE ORIGINAL QUANTITY MINUS THE FOLLOWING STREETS: HOBBS ST, E JOYNER ST, FARRISH DR, DURHAM ST
 OPTION 2 - SHALL BE DEFINED AS THE ORIGINAL QUANTITY MINUS THE FOLLOWING STREETS: HOBBS ST, E JOYNER ST, FARRISH DR, DURHAM ST,
 & S FAYETTEVILLE ST, E HAMBY ST, WILLOW DR, W SECOND ST

TOWN OF CLAYTON - 2010 STREET BOND IMPROVEMENT PROJECT PHASE 2
 BID DATE - JULY 28, 2011 @ 2:00 PM
 ITEMIZED BID TAB

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	Fred Smith Company		Triangle Grading & Paving	
				UNIT BID	AMOUNT BID	UNIT BID	AMOUNT BID
1	Mobilization	1	LS	\$109,000.00	\$109,000.00	\$120,000.00	\$120,000.00
2	Clearing, Grubbing, Seeding and Clean Up	1	LS	\$50,000.00	\$50,000.00	\$24,200.00	\$24,200.00
3	Mill (1.25")	13,861	SY	\$4.90	\$67,918.90	\$3.75	\$51,978.75
4	Mill (2.00")	667	SY	\$5.10	\$3,401.70	\$6.00	\$5,336.00
5	Mill (3.00")	2,916	SY	\$5.30	\$15,454.80	\$5.00	\$14,580.00
6	PDP (2") - Asphalt Concrete Intermediate Course, Type I19.0 B	25	SY	\$29.00	\$725.00	\$75.00	\$1,875.00
7	PDP (3") - Asphalt Concrete Intermediate Course, Type I19.0 B	109	SY	\$35.00	\$3,815.00	\$76.00	\$8,284.00
8	PDP (4") - Asphalt Concrete Intermediate Course, Type I19.0 B	5,010	SY	\$33.00	\$165,330.00	\$42.00	\$210,420.00
9	PDP (6") - Asphalt Concrete Intermediate Course, Type I19.0 B	40	SY	\$47.00	\$1,880.00	\$53.00	\$2,120.00
10	Overlay (1.25") - Asphalt Concrete Surface Course, Type S9.5 B	58,413	SY	\$7.50	\$438,097.50	\$5.75	\$335,874.75
11	Overlay (2.00") - Asphalt Concrete Surface Course, Type S9.5 B	2,460	SY	\$11.00	\$27,060.00	\$9.25	\$22,755.00
12	Catch Basin Repair (NCDOT Type Grate, Frame, & Hood)	1	EA	\$1,500.00	\$1,500.00	\$1,305.00	\$1,305.00
13	Drop Inlet Repair (NCDOT Type Grate & Frame)	3	EA	\$1,400.00	\$4,200.00	\$1,145.00	\$3,435.00
14	Add 24" Standard Concrete Curb & Gutter	25	LF	\$15.00	\$375.00	\$34.00	\$850.00
15	Add 30" Standard Concrete Curb & Gutter	815	LF	\$16.50	\$13,447.50	\$21.00	\$17,115.00
16	Add 30" Valley Concrete Curb & Gutter	440	LF	\$18.00	\$7,920.00	\$25.00	\$11,000.00
17	24" Concrete Curb & Gutter Removal & Replacement	509	LF	\$27.00	\$13,743.00	\$30.00	\$15,270.00
18	30" Concrete Curb & Gutter Removal & Replacement	229	LF	\$28.50	\$6,526.50	\$30.00	\$6,870.00
19	Concrete Driveway Apron Removal & Replacement	154	SY	\$59.85	\$9,216.90	\$52.00	\$8,008.00
20	Replace Traffic Loop Detector	1	EA	\$1,200.00	\$1,200.00	\$450.00	\$450.00
21	Pavement Marking - 4" White Thermoplastic Edge Line (90 mils)	130	LF	\$2.00	\$260.00	\$2.00	\$260.00
22	Pavement Marking - 4" Double Yellow Thermoplastic Center Line (120 mils)	1,681	LF	\$2.00	\$3,362.00	\$2.00	\$3,362.00
23	Pavement Marking - 24" White Thermoplastic Stop Bar (120 mils)	24	LF	\$25.00	\$600.00	\$25.00	\$600.00
24	Pavement Markings - White Thermoplastic Turn Arrow Symbols (90 mils)	1	LF	\$300.00	\$300.00	\$300.00	\$300.00
25	Valve Box Adjustments	49	EA	\$325.00	\$15,925.00	\$250.00	\$12,250.00
26	Valve Box Repair	8	EA	\$385.00	\$3,080.00	\$375.00	\$3,000.00
27	Install 6" Gate Valve	38	EA	\$1,600.00	\$60,800.00	\$1,800.00	\$68,400.00
28	Install 10" Gate Valve	1	EA	\$2,700.00	\$2,700.00	\$2,800.00	\$2,800.00
29	Fire Hydrant Assembly	9	EA	\$4,500.00	\$40,500.00	\$4,800.00	\$43,200.00
30	Remove & Replace Fire Hydrant Assembly	3	EA	\$4,000.00	\$12,000.00	\$5,530.00	\$16,590.00
31	Install 6" PVC (C-900 SDR 18) Waterline	3,606	LF	\$58.00	\$209,148.00	\$50.00	\$180,300.00
32	2" Blowoff Assembly	1	EA	\$1,900.00	\$1,900.00	\$3,050.00	\$3,050.00
33	Add/Replace Water Services	106	EA	\$1,500.00	\$159,000.00	\$1,700.00	\$180,200.00
34	Manhole Adjustments	43	EA	\$500.00	\$21,500.00	\$350.00	\$15,050.00
35	Manhole Rehab (0-6")	4	EA	\$2,800.00	\$11,200.00	\$6,600.00	\$26,400.00
36	Manhole Rehab (6-8")	6	EA	\$3,100.00	\$18,600.00	\$12,500.00	\$75,000.00
37	Manhole Rehab (8-10")	5	EA	\$3,300.00	\$16,500.00	\$12,700.00	\$63,500.00
38	Manhole Replace (0-6")	17	EA	\$2,200.00	\$37,400.00	\$3,260.00	\$55,420.00
39	Manhole Replace (6-8")	3	EA	\$2,500.00	\$7,500.00	\$3,890.00	\$11,670.00
40	Manhole Replace (8-10")	3	EA	\$2,900.00	\$8,700.00	\$4,040.00	\$12,120.00
41	Manhole Replace (10-12")	2	EA	\$3,100.00	\$6,200.00	\$4,350.00	\$8,700.00
42	4" Manhole (0-6")	2	EA	\$1,800.00	\$3,600.00	\$2,200.00	\$4,400.00
43	4" Manhole (6-8")	1	EA	\$2,100.00	\$2,100.00	\$2,400.00	\$2,400.00
44	8" DIP (Class 200) Sewer Main (0-6")	50	LF	\$100.00	\$5,000.00	\$109.00	\$5,450.00
45	8" DIP (Class 200) Sewer Main (6-8")	83	LF	\$94.00	\$7,802.00	\$110.00	\$9,130.00
46	8" PVC (SDR 35) Sewer Main (0-6")	2,144	LF	\$60.00	\$128,640.00	\$63.00	\$135,072.00
47	8" PVC (SDR 35) Sewer Main (6-8")	1,102	LF	\$65.00	\$71,630.00	\$66.50	\$73,283.00
48	8" PVC (SDR 35) Sewer Main (8-10")	511	LF	\$72.00	\$36,792.00	\$73.00	\$37,303.00
49	8" PVC (SDR 35) Sewer Main (10-12")	70	LF	\$82.00	\$5,740.00	\$100.00	\$7,000.00
50	Add/Replace Sewer Services	160	EA	\$1,100.00	\$176,000.00	\$2,000.00	\$320,000.00
51	Concrete Sidewalk Removal	34	SF	\$31.00	\$1,054.00	\$2.00	\$68.00
52	Install 4" Thick Concrete Sidewalk	3,683	SY	\$27.45	\$101,098.35	\$33.00	\$121,539.00
53	Install 6" Thick Concrete Sidewalk	553	SY	\$29.70	\$16,424.10	\$43.00	\$23,779.00
54	Handicap Ramps	29	EA	\$900.00	\$26,100.00	\$900.00	\$26,100.00
55	Silt Fence	3,579	LF	\$2.00	\$7,158.00	\$2.00	\$7,158.00
56	Fine Grade Shoulder	8,830	LF	\$2.10	\$18,543.00	\$1.80	\$15,894.00
57	Backfilling Edge of Pavement	8,830	LF	\$2.10	\$18,543.00	\$1.00	\$8,830.00
58	Seeding & Mulching	8,830	LF	\$1.65	\$14,569.50	\$0.85	\$7,505.50

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	Fred Smith Company		Triangle Grading & Paving	
				UNIT BID	AMOUNT BID	UNIT BID	AMOUNT BID
59	Remove Trees/Shrub	32	EA	\$240.00	\$7,680.00	\$202.00	\$6,464.00
60	Trim Tree	1	EA	\$1,100.00	\$1,100.00	\$350.00	\$350.00
61	22" Thick Class 1 Rip Rap with Fabric Underliner	43	SY	\$80.00	\$3,440.00	\$74.00	\$3,182.00
62	Adjust Roof Drain	1	EA	\$2,200.00	\$2,200.00	\$135.00	\$135.00
63	Adjust Wooden Ramp to House	1	LS	\$1,200.00	\$1,200.00	\$950.00	\$950.00
64	Handrail	125	LF	\$40.00	\$5,000.00	\$65.00	\$8,125.00
65	Remove Fence	3	LF	\$70.00	\$210.00	\$64.00	\$192.00
66	Remove Pavers	55	SF	\$14.00	\$770.00	\$3.00	\$165.00
67	Remove Wall	54	LF	\$32.00	\$1,728.00	\$40.00	\$2,160.00
68	Adjust Water Meter Box	18	EA	\$300.00	\$5,400.00	\$68.00	\$1,224.00
69	Repair Water Meter Box	1	EA	\$750.00	\$750.00	\$163.00	\$163.00
70	Adjust Sewer Clean Out	4	EA	\$350.00	\$1,400.00	\$142.00	\$568.00
71	Repair Sewer Clean Out	2	EA	\$500.00	\$1,000.00	\$431.00	\$862.00
72	Relocate Private Light	1	EA	\$1,000.00	\$1,000.00	\$200.00	\$200.00
73	Remove Driveway Pipe	96	LF	\$30.00	\$2,880.00	\$11.00	\$1,056.00
74	4" ABC	944	SY	\$7.00	\$6,608.00	\$9.00	\$8,496.00
75	Borrow Material	461	CY	\$23.00	\$10,603.00	\$22.00	\$10,142.00
76	Add CB (NCDOT Type Grate, Frame & Hood)	3	EA	\$1,800.00	\$5,400.00	\$671.00	\$2,013.00
77	Add DI (NCDOT Type Grate, & Frame)	1	EA	\$1,800.00	\$1,800.00	\$513.00	\$513.00
78	Add DI (NCDOT Grate & Frame) with Concrete Apron	3	EA	\$2,300.00	\$6,900.00	\$1,188.00	\$3,564.00
79	Grade Shoulder & Define Ditch	600	LF	\$1.60	\$960.00	\$6.39	\$4,194.00
80	Matting - North American Green C125 or equivalent	1,034	SY	\$2.65	\$2,740.10	\$3.00	\$3,102.00
81	18" RCP	327	LF	\$68.00	\$22,236.00	\$78.00	\$25,506.00
82	24" RCP	24	LF	\$140.00	\$3,360.00	\$93.00	\$2,232.00
83	30" RCP	8	LF	\$100.00	\$800.00	\$130.00	\$1,040.00
84	18" FES	2	EA	\$600.00	\$1,200.00	\$1,050.00	\$2,100.00
85	24" FES	2	EA	\$800.00	\$1,600.00	\$1,250.00	\$2,500.00
86	30" FES	1	EA	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00
87	Segmental Block Retaining Wall	1,120	SF	\$18.00	\$20,160.00	\$14.00	\$15,680.00
88	Remove Island	1	EA	\$1,900.00	\$1,900.00	\$900.00	\$900.00
89	Pavement Removal	50	SY	\$23.00	\$1,150.00	\$20.00	\$1,000.00
90	Adjust Fire Hydrant	1	EA	\$1,300.00	\$1,300.00	\$500.00	\$500.00
91	Build Concrete Steps	20	SY	\$110.00	\$2,200.00	\$120.00	\$2,400.00
92	Remove & Replace Concrete Valley Drain	45	SY	\$86.85	\$3,908.25	\$80.00	\$3,600.00
93	Tie to Existing 16" WL (w/ TSI&V)	2	EA	\$9,300.00	\$18,600.00	\$5,320.00	\$10,640.00
94	18" Median Curb	50	LF	\$25.50	\$1,275.00	\$32.00	\$1,600.00
95	Build Inside Drop in MH w/ DIP	1	EA	\$1,700.00	\$1,700.00	\$2,730.00	\$2,730.00
Bid Totals =				\$2,371,939.10		\$2,580,558.00	
				Fred Smith Company		Triangle Grading & Paving	

CERTIFICATION:

THE BIDS TABULATED HEREIN WERE OPENED AT 2:00 P.M. LOCAL TIME ON THE 26TH DAY OF JULY 2011, AT THE OFFICE OF TOWN OF CLAYTON PUBLIC WORKS OPERATIONS CENTER. THE TABULATION IS CORRECT IN THAT IT CONTAINS THE UNIT PRICES AS PRESENTED IN THE ORIGINAL PRICE PROPOSAL OF EACH BIDDER, AND ALL SUBTOTALS AND TOTALS ARE ARITHMETICALLY CORRECT. THIS PROJECT WAS BID IN ACCORDANCE WITH NORTH CAROLINA GENERAL STATUTES FOR FORMAL PUBLIC BIDDING REQUIREMENTS.

James E Canfield, PE
WITHERS & RAVENEL, INC.

Mayor Pro Tem Grannis questioned if option one is selected and John Street included, if it would be on the south side of 70.

Town Manager Biggs stated affirmative.

Based upon question by Council, Town Manager Biggs stated for the spring 2012 street project the bond money will be exhausted. He stated the Town has \$1.1 million remaining in bond money and almost \$800,000 of Powell Bill money in reserves. He added the Town anticipates an additional \$450,000 for the FY 11-12. He added he would bring back financial detail of the monies anticipated for use for these projects.

Based upon question by Council, Town Manager Biggs stated the enterprise money comes from the water and sewer fund and would be used for water and sewer work.

Based upon comment from Council, Town Manager Biggs stated when Hobbs, Joyner, Parrish, and Durham Streets are pulled from the project and included in the spring 2012 street project with John Street the Town will see a better value for those streets. He stated the current project is dispersed because Phase 1 streets did not require a lot of utility work. He stated by putting the project in a defined area the Town will receive good value bids.

Based on question by Council, Town Manager Biggs stated the mobilization line item is a lump sum fee contractors include for project start up. He stated it is the miscellaneous costs associated with setting up to do the project that does not measure out in units.

Town Manager Biggs stated between now and the next meeting staff will talk with the contractor to discuss costs of the project and inquire on a reduced mobilization number.

Based upon question by Council, Town Manager Biggs stated planned contingency is not factored into the cost.

Item 6c. Citizen request to close the unopened portion of Hamby Street between 517 Starling Street and 605 Starling Street.

Mayor Pro Tem Grannis motioned to approve the resolution of intent as presented; Councilman Lawter seconded the motion. Motion carried unanimously.

ITEM 7. NEW BUSINESS

Item 7a. Presentation of special use permit request, SUP 2011-62, for a proposed church to co-locate at 307 Tew Court, currently the Kids-R-Kids Daycare.

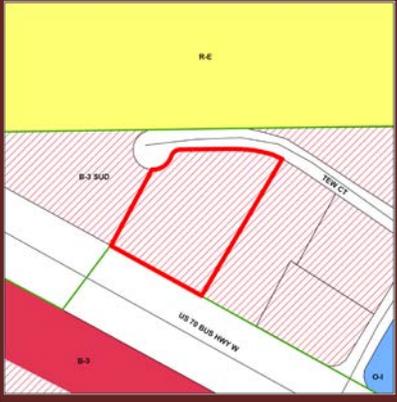
Planning Director David DeYoung provided the following PowerPoint presentation for special use permit request SUP 2011-62:

PLANNING DEPARTMENT

**SUP 2011-62
Christ Church**

Request:

- ◆ Special Use Permit to allow the operation of a place of worship located at 307 Tew Court, adjacent to the north side of US HWY 70 Business West.



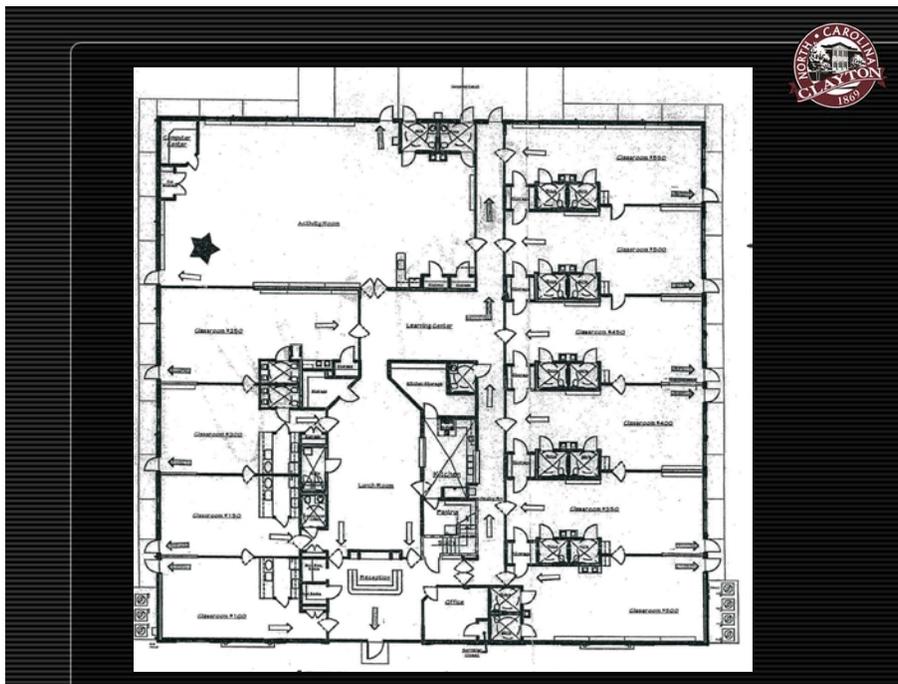
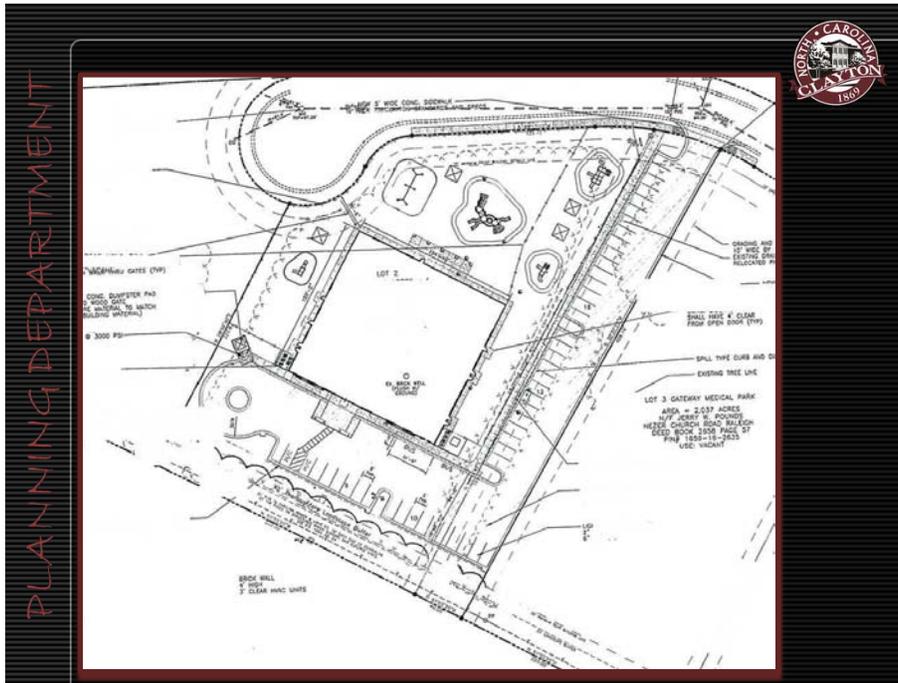
PLANNING DEPARTMENT

Christ Church

Site Data:

- ◆ 2.14 acre parcel
- ◆ Highway-Business (B-3) Zoning with Special Use District (SUD)
- ◆ Currently occupied by Kids R Kids existing one-story 15,750 SF structure
- ◆ Will be used by church on weekends
- ◆ Approx. 40 seats





PLANNING DEPARTMENT



Christ Church

The proposed development is generally consistent with:

- ◆ Strategic Growth Plan
 - Balanced growth - development location / infrastructure availability / roadway access
- ◆ Unified Development Code
 - The proposed use is consistent with the UDC with Conditional Use Permit
 - Applicant has addressed Findings of Fact
- ◆ Surrounding Land Uses
 - Minimal to no additional impact

Council did not have any additional questions of the applicant.

Item 7b. Presentation of application to serve on the Public Art Advisory Board.

Mayor Jody L. McLeod stated there is a vacancy and the applicant, Jessica Meadows Hammett, has prior experience on the Public Art Advisory Board.

Mayor Pro Tem Grannis motioned to approve the appointment of Jessica Meadows Hammett to complete the term expiring December 31, 2013; Councilman Holder seconded the motion. Motion carried unanimously.

ITEM 8. STAFF REPORTS

Item 8a. Town Manager

Town Manager Steve Biggs stated no additional report.

Item 8b. Town Attorney

Town Attorney Brenton McConkey stated no additional report.

Item 8c. Town Clerk

Town Clerk Sherry Scoggins stated the Board of Adjustment will meet on Wednesday, August 3, 2011, at 6 PM in the Council Chambers.

Item 8d. Other Staff

No other staff made a presentation.

ITEM 9. OTHER BUSINESS

Item 9a. Informal Discussion & Public Comment.

Mr. James Lipscomb of HomeTowne Realty stated in working with the staff on the scenic highway overlay district and the proposed amendment to change the dwelling standards he noticed the R-E zoning category needed review. He added there may be a need for an additional zoning category as the way it is currently written, it advocates mass grading and not preservation of the existing vegetation. He is requesting a committee to review this request.

Town Manager Biggs stated the application of the RE zoning category is much broader than the previous zoning category. He stated much of the area zoned RE is actually transition area. He stated the application of RE over a large area will not be best for Clayton in the long-term.

Based upon question by Council, Planning Director DeYoung stated a committee of the Town Council's preference to review this item would be appropriate.

Mayor Pro Tem Grannis expressed an interest in serving on the committee.

Mayor McLeod stated the Council supports this committee and appointed Mayor Pro Tem Grannis as a Council representative.

Item 9b. Council Comments.

Councilman Lawter questioned the status of the Glen Laurel Road project.

Town Manager Biggs stated he will check on it.

Councilman Lawter stated now that the Mountains-to-Sea Trail, hereafter MST, and the Sam's Branch Trail are near completion, he would like a committee appointed to review hosting races on those facilities and course layout.

Town Manager Biggs stated the trails will be a valuable asset. He stated the Sam's Branch Greenway is in the punch list phase. He stated the MST is slated for opening in November.

Councilman Harding questioned the percentage of natural trails to paved trails.

Town Manager Biggs stated the MST is primarily an asphalt surface because it is federal dollars.

Councilman Satterfield stated Mr. Grannis and he ran into the contractor with DS Simmons last week and the grading contract had not yet been let out. He added as of today at quarter to six he did not see equipment.

Town Manager Biggs stated the East Clayton Community Park has a 360 day turn around date.

Mayor McLeod stated the North Carolina Railroad is establishing a committee to study commuter rail needs and he will attend and bring back a summary.

Mayor McLeod acknowledged Jason Thompson, candidate for Clayton Town Council.

Item 10. ADJOURNMENT

Councilman Holder motioned to adjourn; Mayor Pro Tem Grannis seconded the motion. Motion carried unanimously at 8:59 PM.

Duly adopted by the Town Council this day of August 2011, while in regular session.

ATTEST:

Jody L. McLeod
Mayor

Sherry L. Scoggins, MMC
Town Clerk

**TOWN OF CLAYTON
TOWN COUNCIL
AGENDA COVER SHEET**

Agenda Item: 4a

Meeting Date: 8/15/11

TITLE: INTRODUCTION OF NEW TOWN OF CLAYTON EMPLOYEE (S).

DESCRIPTION: Introduction(s).

RELATED GOAL: Administrative

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
8-15-11	Introduction(s).	N/A.

**TOWN OF CLAYTON
TOWN COUNCIL
AGENDA COVER SHEET**

Agenda Item: 5a

Meeting Date: 8/15/11

TITLE: PUBLIC HEARING FOR SPECIAL USE PERMIT REQUEST SUP 2011-62, FOR A PROPOSED CHURCH TO CO-LOCATE AT 307 TEW COURT, CURRENTLY THE KIDS-R-KIDS DAYCARE.

DESCRIPTION: Request submitted by Christ Church to occupy a portion of the Kids-R-Kids Daycare facility as a place of worship. The property is owned by Abernathy Property Management Group. The property is zoned B-3 SUD HWY Business Special Use District.

RELATED GOAL: Manage Growth Producing Quality Developments

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
8-01-11	Presentation & Public Notice.	Application, Staff Report, Map & Site Plans.
8-15-11	Evidentiary Hearing.	Application, Staff Report, Map, Site Plans & Motion Form.

**TOWN OF CLAYTON
TOWN COUNCIL
AGENDA COVER SHEET**

Agenda Item: 6a

Meeting Date: 8/15/11

TITLE: PRESENTATION OF ORDINANCE AMENDMENT FOR CHAPTER 155, SECTION 203 PART 1 RESIDENTIAL DISTRICT TABLES.

DESCRIPTION: Section 155.203 Part 1 of the UDC defines standards for both conventional and open space subdivisions. These standards are currently delineated by zoning district and subdivision, creating seven separate tables for dimensional standards. The Planning Department is proposing a UDC amendment to consolidate the tabular information into two tables - one for conventional subdivisions and one for open space subdivisions. In addition, the proposed amendment clarifies section text, adds maximum density allowances, and requires a minimum residential dwelling size based on a minimum floor to area ratio.

This item was discussed by the Planning Board at its July 15, 2011, meeting. Members voted 8-1 (Mr. Whitley dissenting) to recommend the proposal for Council consideration.

This item is slated for public hearing at the Clayton Town Council's Tuesday, September 6, 2011, Council meeting.

RELATED GOAL: Manage Growth Producing Quality Developments.

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
8-15-11	Presentation & Public Notice.	DRAFT Ordinance Amendment.

**TOWN OF CLAYTON
TOWN COUNCIL
AGENDA COVER SHEET**

Agenda Item: 6b

Meeting Date: 8/15/11

**TITLE: PRESENTATION OF REZONING REQUEST RZ 2011-46
REQUESTING THE REZONING OF 5.97 ACRES LOCATED AT 4055
POWHATAN ROAD FROM SPLIT RE RESIDENTIAL AND B3
HIGHWAY TO I-1 LIGHT INDUSTRIAL.**

**DESCRIPTION: On behalf of Progress Energy, a representative has
submitted a rezoning application requesting a rezoning from
split RE (Residential Estate) and B3 (Highway Business) to I-
2 (Industrial). This is for parcel number 05I05020 located
within the Town's ETJ.**

**This item was discussed by the Planning Board at its July 15,
2011, meeting. The Planning Board members recommend
approval of RZ 2011-46 with a change of the request from I-2
to I-1.**

**This item is slated for public hearing at the Clayton Town
Council's Tuesday, September 6, 2011, Council meeting.**

RELATED GOAL: Manage Growth Producing Quality Developments.

ITEM SUMMARY:

Date:

Action:

Info. Provided:

8-15-11

**Presentation &
Public Notice.**

**Application, Staff Report,
Maps (Zoning & Topo) &
Site Plan.**

**TOWN OF CLAYTON
TOWN COUNCIL
AGENDA COVER SHEET**

Agenda Item: 6c

Meeting Date: 8/15/11

TITLE: PRESENTATION OF BUDGET ORDINANCE AMENDMENT.

DESCRIPTION: Amendment to the budget ordinance for FY 11-12 to reflect the appropriation of fund balance to purchase communication and computer equipment for police investigations with the proceeds from unauthorized substance tax distributions (USTD) from the Stated, which were received in FY 10-11.

RELATED GOAL: Financially Responsible Town Government Providing Quality Service.

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
8-15-11	Presentation.	Ordinance Amendment.

Town of Clayton
Budget Ordinance Amendment to the FY 11-12 Budget

BE IT HEREBY ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON that the following amendments shall be made to the FY 11-12 Budget:

Fund: General Fund

Line Item	Previous Appropriation	Adjustment	Revised Appropriation
Expenditures			
100-50-30-52 60	Operating Expense – Equipment Purchase \$7,053	+19,263	\$26,316
Revenue			
100-40-00-48 99	Fund Balance Appropriated \$32,430	+19,263	\$51,693

-Explanation: Amendment necessary to reflect the appropriation of Fund Balance to purchase and communications and computer equipment for police investigations with the proceeds from unauthorized substance tax distributions (USTD) from the State, which were received in FY 10-11. The General Statutes (G.S. 105-113.113) mandates the Department of Revenue to distribute 75% of the USTD funds to the local law enforcement agency that conducted the investigation of a dealer that led to the assessment. The State establishes a special nonreverting account for the USTD funds. The USTD funds are intended to directly enhance the law enforcement activities of the Clayton Police Department.

Duly adopted this ____ day of September, 2011 while in regular session.

ATTEST:

 Jody L. McLeod
 Mayor

 Sherry L. Scoggins, MMC
 Town Clerk

**TOWN OF CLAYTON
TOWN COUNCIL
AGENDA COVER SHEET**

Agenda Item: 6d

Meeting Date: 8/15/11

TITLE: PRESENTATION OF LOCALLY ADMINISTERED PROJECT AGREEMENT BETWEEN NCDOT AND THE TOWN OF CLAYTON FOR FRONT STREET EXTENSION.

DESCRIPTION: The agreement is for the receipt of federal funding for the Front Street Extension, not to exceed a maximum award amount for \$1,296,000. The Town shall be responsible for administering all work performed and for certifying to NCDOT that all terms are met. The funding is 80 – 20 and the Town’s match is \$324,000 for a total estimated project cost of \$1,620,000. Additionally, the Town would be responsible for costs that exceed the total estimated cost. The project is to be completed by July 31, 2013.

RELATED GOAL: Beautify the Town of Clayton.

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
8-15-11	Presentation.	Project Agreement.

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT -
FEDERAL**

JOHNSTON COUNTY

DATE: 7/20/2011

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: U-3605

AND

WBS Elements: PE 39925.1.1

ROW 39925.2.1

TOWN OF CLAYTON

CON 39925.3.1

OTHER FUNDING:

FEDERAL-AID NUMBER: STPDA-0406(6)

CFDA #: 20.205

Total Funds [NCDOT Participation] \$1,296,000

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 Town of Clayton, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, Title 23, Sections 133(d)(3) and 133(f) of the US Code require suballocation of Surface Transportation Program Funds to urbanized areas; and,

WHEREAS, the Town of Clayton has requested federal funding for Front Street Extension, hereinafter referred to as the Project, in Johnston County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$1,296,000 for the Project; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

1. GENERAL PROVISIONS

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

AGREEMENT MODIFICATIONS

Any modification to this Agreement will be agreed upon in writing by all parties prior to being implemented.

Any increases to the funding amount will be agreed upon by all parties by means of a Supplemental Agreement.

SPONSOR TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the *Local Programs Management Handbook*.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

The Project consists of design and construction, including right of way acquisition and utility relocation as needed, of approximately one mile of a two-lane minor thoroughfare connection and extension of Front Street from Mills Street to NC 42.

The Department's funding participation in the Project shall be restricted to the following eligible items:

- Design
- ROW Acquisition
- Utility Relocation
- Construction

as further set forth in this Agreement.

3. FUNDING

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall participate up to a maximum amount of One Million Two Hundred Ninety Six Thousand Dollars (\$1,296,000), as detailed below. The Municipality shall provide a local match, as detailed in the FUNDING TABLE below, and all costs that exceed the total estimated cost.

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
STP-DA	\$1,296,000	80 %	\$324,000	20 %
Total Estimated Cost		\$1,620,000		

4. TIME FRAME

The Municipality, and/or its agent, shall complete pre-construction activities, to include Environmental Document, Right of Way Certification and final PS&E package, by August 31, 2012, in order to authorize construction funds prior to the end of the Federal Fiscal Year (September 30). In the event additional time is required to complete pre-construction activities, the Department will accept a written request for an extension of time as long as authorization of construction funds can still occur in the same Federal Fiscal Year. Any extensions of time beyond the current Federal Fiscal Year will require a supplemental agreement.

The Municipality shall complete the Project by July 31, 2013. Completion for this Agreement is defined as completion of all construction activities, acceptance of the project, and submission of a final reimbursement package to the Department.

The Department and/or FHWA reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates included herein.

5. PRELIMINARY ENGINEERING AUTHORIZATION

If Preliminary Engineering is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

6. PROFESSIONAL AND ENGINEERING SERVICES

The Municipality shall comply with the policies and procedures of this provision if Preliminary Engineering and/or Construction Contract Administration is an eligible expense.

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 49 Code of Federal Regulations Part 18.36; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64, Parts 31 and 32; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legsregs/legislat.html and www.ncleg.net/gascrpts/Statutes/Statutes.asp.

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- All Professional Services Firms shall be pre-qualified by the Department.
- If the proposed contract exceeds \$30,000, a pre-negotiation audit must be requested from the Department's External Audit Branch.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

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 Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation. These provisions are incorporated into this Agreement by reference www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

WORK BY ENTITY

If the Professional and Engineering Services required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

7. PLANNING / ENVIRONMENTAL DOCUMENTATION

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.
- The Municipality shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.
- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at www.ncleg.net/gascripts/Statues/Statutes.asp and obtaining those permits required thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

8. DESIGN

CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

9. RIGHT OF WAY / UTILITY AUTHORIZATION

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

10. PROJECT LIMITS AND RIGHT OF WAY (ROW)

SPONSOR PROVIDES ROW

The Municipality, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required ROW and/or easements for the Project.

ROW GUIDANCE

The Municipality shall accomplish all ROW activities, including acquisition and relocation, in accordance with the following: Title 23 of the Code of Federal Regulations, Part 710, Subpart B and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference at www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm; NCGS, Chapter 133, Article 2, Sections 133-5 through 133-18, Relocation Assistance, incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp; and the North Carolina Department of Transportation Right of Way Manual.

APPRAISAL

If the costs of ROW acquisition are an eligible expense, the Municipality shall submit the appraisal to the Department's Right of Way Branch for review and approval in accordance with Departmental policies and procedures.

CLEARANCE OF PROJECT LIMITS / ROW

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain or are) to be installed within the ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

RELOCATION ASSISTANCE

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of Title 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

11. UTILITIES

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules and regulations, prior to Municipality beginning construction of the project. This Agreement does not modify or supersede any existing Utility Encroachment Agreements that may be in place.

12. RIGHT OF WAY CERTIFICATION

The Municipality, upon acquisition of all right of way/property necessary for the Project, shall provide the Right of Way Agent, located at the Department's Local Right of Way Office, all required documentation (deeds/leases/easement/plans) to secure right of way certification from that office. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document and utilities in conflict with the project are relocated.

13. CONSTRUCTION AUTHORIZATION

The Municipality shall submit the required environmental and/or planning document, ROW certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

- After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.
- The Municipality shall not advertise for bids prior to receiving written construction authorization from the Department.

14. CONTRACTOR PROCUREMENT

ADVERTISE FOR BIDS

Upon receipt of written construction authorization from the Department, the Municipality may advertise the Project. The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract, according to Title 49 of the Code of Federal Regulations, Part 18.36 and Title 23 of the Code of Federal Regulations, Part 633 and Part 635, incorporated by reference at www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm; and NCGS, Chapter 143, Article 8 (Public Contracts), incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp.

CONSTRUCTION CONTRACTOR REQUIREMENTS

All Contractors submitting bids on the project shall be pre-qualified by the Department. All proposed subcontractors must be pre-qualified before construction work begins. Any subcontractors who are proposed to meet the Disadvantaged Business Enterprise goal must be certified by the Department.

CONSTRUCTION SUBCONTRACTOR REQUIREMENTS

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 Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

AWARDING CONTRACT

After the advertisement of the Project for construction bids, the Municipality shall request concurrence from the Department to award the construction contract by submitting a letter along

with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible, responsive bidder. The Department will review the submitted information and provide written approval to the Municipality prior to the contract being awarded by the Municipality.

DELAY IN PROCUREMENT

In the event the Project has not been let to contract within six (6) months after receiving construction authorization from the Department, the Municipality shall be responsible for documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.

FORCE ACCOUNT

Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than a contract awarded by a competitive bidding process, or there is an emergency. Written approval from the Department is required prior to the use of force account by the Municipality. Federal Highway Administration regulations governing Force Account are contained in Title 23 Code of Federal Regulations, Part 635.201, Subpart B; said policy being incorporated in this Agreement by reference www.fhwa.dot.gov/legisregs/directives/cfr23toc.htm. North Carolina General Statutes governing the use of Force Account, Chapter 143, Article 8 (Public Contracts) can be found at www.ncleg.net/gascripts/Statutes/Statutes.asp.

15. CONSTRUCTION

The Municipality, and/or its agents shall construct the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. During the construction of the Project, the procedures set out below shall be followed:

CONSTRUCTION CONTRACT ADMINISTRATION

The Municipality shall comply with the NCDOT Construction Manual as referenced at <http://www.ncdot.org/doh/operations/dp%5Fchief%5Feng/constructionunit/formsmanuals/construction/>, which outlines the procedures for records and reports that must be adhered to in order to obtain uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities,

project diaries, and pay records. The Municipality, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing. The Municipality shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

SIGNAGE

The Municipality shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control plans for the Project and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, or any subsequent revision of the same, published by the Federal Highway Administration and effective at the time of award of the contract.

SITE LAYOUT

The Municipality shall be responsible for ensuring that all site layout, construction work, and Project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations, including American Association of State Highway and Transportation Officials (AASHTO) guidelines and Americans with Disabilities Act (ADA) Standards for Accessible Design (www.usdoj.gov/crt/ada/stdspdf.htm).

RIGHT TO INSPECT

The Department and representatives of the Federal Highway Administration shall have the right to inspect, sample or test, and approve or reject, any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this Agreement. Prior to any payment by the Department, any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected.

CONTRACTOR COMPLIANCE

The Municipality will be responsible for ensuring that the contractor complies with all of the terms of the contract and any instructions issued by the Department or FHWA as a result of any review or inspection made by said representatives.

CHANGE ORDERS

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

16. CLOSE-OUT

Upon completion of the Project, the Municipality shall be responsible for the following:

FINAL INSPECTION

The Municipality shall arrange for a final inspection by the Department. Any deficiencies determined during the final field inspection must be corrected prior to final payment being made by the Department to the Municipality. Additional inspection by other entities may be necessary in accordance with the Department's guidelines and procedures. The Municipality shall provide the Department with written evidence of approval of completed project prior to requesting final reimbursement.

FINAL PROJECT CERTIFICATION

The Municipality will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

17. MAINTENANCE

The Municipality, at no expense or liability to the Department, shall assume all maintenance responsibilities for the Front Street Extension, or as required by an executed encroachment agreement.

18. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Design
- ROW Acquisition

- Utility Relocation
- Construction

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 49 Code of Federal Regulations, Part 18 (www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm) and Office of Management and Budget (OMB) Circulars A-102 (www.whitehouse.gov/omb/circulars/index.html) "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm and by Office of Management and Budget (OMB) Circular A-87 (www.whitehouse.gov/omb/circulars/index.html) "Cost Principles for State, Local, and Indian Tribal Governments." Reimbursement to the Municipality shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>) and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act" (FFATA). Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

▪ WORK PERFORMED BEFORE NOTIFICATION

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

▪ NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING

At no time shall the Department reimburse the Municipality costs that exceed the total federal funding.

▪ UNSUBSTANTIATED COSTS

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

- **WORK PERFORMED BY NCDOT**

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$1,296,000 available to the Municipality under this Agreement. If the cost of work done by the Department exceeds the funding award, the Department will bill the Municipality for the excess costs.

- **CONSTRUCTION ADMINISTRATION**

Reimbursement for construction contract administration will be made as governed by Departmental policy that limits reimbursement for construction contract administration to no more than fifteen (15%) percent of the actual construction contract of the Project. These costs will also include any cost overruns and charges to the Project by the Department during the Construction Phase.

- **CONSTRUCTION CONTRACT UNIT PRICES**

Reimbursement for construction contract work will be made on the basis of contract unit prices in the construction contract and any approved change orders.

- **RIGHT OF WAY**

Reimbursement will be limited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: realty appraisals, surveys, closing costs, and the approved appraised fair market value of the property, at the reimbursement rate as shown in the FUNDING TABLE.

- **FORCE ACCOUNT**

Invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in Office of Management and Budget (OMB) Circular A-87 (www.whitehouse.gov/omb/circulars/index.html) "Cost Principles for State, Local, and Indian Tribal Governments." Reimbursement shall be based on actual eligible costs incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.

BILLING THE DEPARTMENT

▪ PROCEDURE

The Municipality may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

Along with each invoice, the Municipality is responsible for submitting the FFATA Subrecipient Information Form, which is available at <http://www.ncdot.gov/programs/Enhancement/ProjectAdministration/Forms/>.

▪ INTERNAL APPROVALS

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

▪ TIMELY SUBMITTAL OF INVOICES

The Municipality may invoice the Department monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

▪ FINAL INVOICE

All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

19. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting quarterly Project evaluation reports, in accordance with the Department's guidelines and procedures, that detail the progress achieved to date for the Project.

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

20. OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies 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 Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

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:

TOWN OF CLAYTON

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

NCGS 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.

Approved by _____ of the Town of Clayton as attested to by the signature of _____ Clerk of the _____ on _____ (Date)

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

Town of Clayton

Remittance Address:

DEPARTMENT OF TRANSPORTATION

BY: _____
(STATE HIGHWAY ADMINISTRATOR)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)

**TOWN OF CLAYTON
TOWN COUNCIL
AGENDA COVER SHEET**

Agenda Item: 6e

Meeting Date: 8/15/11

**TITLE: PRESENTATION OF ORDINANCE CORRECTION TO CHAPTER 51,
SECTION 1 OF THE WATER AND SEWER EXTENSION POLICY.**

DESCRIPTION: This revision is to correct the reference number within the ordinance.

RELATED GOAL: Administrative.

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
8-15-11	Presentation.	Ordinance Amendment.

TOWN OF CLAYTON
Amendment to the Code of Ordinances: Chapter 51
Water and Sewer System Extension Policy

BEING HEREBY ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON, NORTH CAROLINA that the following text shall be amended to the Code of Ordinances:

Amend Section 51.21 DISCRETION OF TOWN to read as follows:

The town may extend water and/or sewer lines inside the town in its own discretion in the following circumstances:

(A) *To alleviate health problems.* When the Johnston County Health Department certifies to the town that a health problem exists in a certain area, the town may order the extension of water and/or sewer lines if said extension will alleviate the health problem. The town may finance those extensions through the assessment of adjacent property owners under the same procedure set out in § ~~51.25~~ 51.24 or through water and/or sewer fund proceeds.

(B) *To serve petition projects.* Upon receipt of a valid petition, the town may order the extension of a water and/or sewer line to serve the areas petitioned even though the property owners between the exiting water and/or sewer lines and the requested service area have not entered into the petition for water and/or sewer service. The properties to be served as a result will be assessed under the same procedure set out in § ~~51.25~~ 51.24.

Duly adopted by the Clayton Town Council this ____ day of ____ 2011 while in regular session.

Jody L. McLeod
Mayor

ATTEST:

APPROVED AS TO FORM:

Sherry L. Scoggins, MMC
Town Clerk

Brenton W. McConkey
Town Attorney

**TOWN OF CLAYTON
TOWN COUNCIL
AGENDA COVER SHEET**

Agenda Item: 6f

Meeting Date: 8/15/11

TITLE: PRESENTATION OF FINAL ACCEPTANCE FOR THE FOLLOWING PROJECTS:

- PUBLIC WATER AND SEWER UTILITIES FOR JOHNSTON MEDICAL HOSPITAL & MOB FACILITY
- JMH 6-INCH FORCE MAIN AND LIFT STATIN FACILITY

DESCRIPTION: Attached.

RELATED GOAL: Administrative.

ITEM SUMMARY:

Date:

Action:

Info. Provided:

8-15-11

Presentation.

Memorandums (2).

TOWN OF CLAYTON OPERATIONS CENTER

"SERVICE"

ELECTRIC SERVICE
(919) 553-1530

VEHICLE MAINTENANCE
(919) 553-1530



"ENVIRONMENT"

PUBLIC WORKS
(919) 553-1530

WATER RECLAMATION
(919) 553-1535

MEMORANDUM

To: Sherry Scoggins, Town Clerk

From: Chris Rowland, Construction Inspector 

Copy: Matthew W. Tays, P.E., Ingram Civil Engineering Group, LLC.

Date: July 21, 2011

Re: Johnston Medical Hospital & MOB Facility

Please place a final acceptance request for the subject public water and sewer utilities on the next available agenda. A final inspection was done and all noted deficiencies have been corrected. Following Council acceptance, the Town will assume all operation and maintenance duties.

received
7-25-11 *SK*

TOWN OF CLAYTON OPERATIONS CENTER

"SERVICE"

ELECTRIC SERVICE
(919) 553-1530

VEHICLE MAINTENANCE
(919) 553-1530



"ENVIRONMENT"

PUBLIC WORKS
(919) 553-1530

WATER RECLAMATION
(919) 553-1535

MEMORANDUM

To: Sherry Scoggins, Town Clerk

From: Chris Rowland, Construction Inspector 

Copy: David L. Smith, P.E., Rivers & Associates

Date: July 21, 2011

Re: JMH 6-Inch Force Main & Lift Station Facility

Please place a final acceptance request for the referenced public sewer utility on the next available agenda. A final inspection was done and all noted deficiencies have been corrected. Following Council acceptance, the Town will assume all operation and maintenance duties.

received
7-25-11 ASD

**TOWN OF CLAYTON
TOWN COUNCIL
AGENDA COVER SHEET**

Agenda Item: 6g

Meeting Date: 8/15/11

TITLE: PRESENTATION OF WARRANTY ACCEPTANCE FOR PUBLIC WATER AND SEWER UTILITIES AT CATERPILLAR PDC TEST FACILITY – PHASE 2A.

DESCRIPTION: Attached.

RELATED GOAL: Administrative.

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
8-15-11	Presentation.	Memorandum.

TOWN OF CLAYTON OPERATIONS CENTER

"SERVICE"

ELECTRIC SERVICE
(919) 553-1530

VEHICLE MAINTENANCE
(919) 553-1530



"ENVIRONMENT"

PUBLIC WORKS
(919) 553-1530

WATER RECLAMATION
(919) 553-1535

MEMORANDUM

To: Sherry Scoggins, Town Clerk

From: Chris Rowland, Construction Inspector *CR*

Copy: Grant Livengood, P.E., McKim & Creed
Keith Burke, Pipeline Utilities

Date: July 27, 2011

Subject: Caterpillar PDC Test Facility - Phase 2A

Please place a warranty acceptance request for the subject public water & sewer utilities on the next available agenda. All punch list items have been addressed and record drawings have been accepted. Following the one-year warranty, a final inspection will be scheduled and all deficient items corrected by the developer's contractor prior to final acceptance.

received
7-27-2011 *MP*

**TOWN OF CLAYTON
TOWN COUNCIL
AGENDA COVER SHEET**

Agenda Item: 7a

Meeting Date: 8/15/11

TITLE: DISCUSS PEG CHANNEL OPERATIONS AGREEMENT.

DESCRIPTION: Attached.

RELATED GOAL: Administrative.

ITEM SUMMARY:

Date:

Action:

Info. Provided:

8-15-11

Discussion.

Agreement.

**TOWN OF CLAYTON
TOWN COUNCIL
AGENDA COVER SHEET**

Agenda Item: 8a

Meeting Date: 8/15/11

TITLE: PHASE 2 OF THE STREETS BONDS BID OPENING RESULTS.

DESCRIPTION: At the August 1, 2011, Council meeting, staff presented the July 28th bid opening results for Phase 2 of the Streets Bonds. Staff also presented two options for the proposed Phase 2 of the Streets Bonds with a request to continue to the August 15, 2011, Council meeting with the provision of additional information for the Council's consideration.

RELATED GOAL: Financially Responsible Town Government Providing Quality Service.

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
08-01-11	Discussion.	Handouts distributed at The 8/01/2011 meeting.
0815-11	Discussion.	Spreadsheet & Analysis.

TOWN OF CLAYTON
TOWN COUNCIL
AGENDA COVER SHEET

Agenda Item: 9c

Meeting Date: 8/15/11

TITLE: TOWN CLERK

DESCRIPTION: Calendar of Events:

- Council Mtg – Monday, August 15, 2011 @ 7:30 PM
- ~~Board of Adjustment Mtg – Wednesday, August 17, 2011 @ 6 PM - Cancelled~~
- Town Square Concert Series: Central Park Band – Thursday, August 18, 2011 from 7 PM to 9 PM
- Planning Board Mtg – Monday, August 22, 2011 @ 7 PM
- 2011 ElectriCities Annual Conference – August 25 – 27, 2011; Grove Park Inn Asheville
- Labor Day Holiday – Monday, September 5, 2011
- Council Mtg – **TUESDAY**, September 6, 2011 @ 7:30 PM
- Clayton Harvest & Music Festival – September 14 – 18, 2011
- Town Square Concert Series: The Castaways – Thursday, September 15, 2011 from 7 PM to 9 PM
- Council Mtg – Monday, September 19, 2011 @ 7:30 PM
- Board of Adjustment Mtg – Wednesday, September 21, 2011 @ 6 PM
- Planning Board Mtg – Monday, September 26, 2011 @ 7 PM
- Council Mtg – Monday, October 3, 2011 @ 7:30 PM
- Clayton Library Board Mtg – Thursday, October 6, 2011 @ 2:30 PM at the Hocutt-Ellington Library, 100 South Church Street
- Downtown Development Association Mtg – Monday, October 10, 2011 @ 7:30 PM in Room GS 223
- Council Mtg – Monday, October 17, 2011 @ 7:30 PM
- Board of Adjustment Mtg – Wednesday, October 19, 2011 @ 6 PM
- 2011 North Carolina League of Municipalities (NCLM) Annual Conference – October 23 -25, 2011; Raleigh
- Planning Board Mtg – Monday, October 24, 2011 @ 7 PM
- Clayton Farm and Community Market: Season Closes – Saturday, October 29, 2011, 9 AM – 2 PM, at the Clayton Town Square
- Council Mtg – Monday November 7, 2011 @ 7:30 PM
- Elections – Tuesday, November 8, 2011
- Veteran’s Day Holiday – Friday, November 11, 2011
- Downtown Development Association Mtg – Monday, November 14, 2011 @ 7:30 PM, site TBA
- Board of Adjustment Mtg – Wednesday, November 16, 2011 @ 6 PM

- Council Mtg – Monday, November 21, 2011 @ 7:30 PM
- Thanksgiving Day Holiday – Thursday, November 24, 2011 & Friday, November 25, 2011
- Planning Board Mtg – Monday, November 28, 2011 @ 7 PM
- Council Mtg – Monday December 5, 2011 @ 7:30 PM
- Downtown Development Association Mtg – Monday, December 12, 2011 @ 7:30 PM in Room GS 223
- Council Mtg – Monday, December 19, 2011 @ 7:30 PM
- Board of Adjustment Mtg – Wednesday, December 21, 2011 @ 6 PM
- Christmas Holiday – Monday, December 26, 2011 & Tuesday, December 27, 2011
- Planning Board Mtg – **WEDNESDAY**, December 28, 2011 @ 7 PM

Date:
8-15-11

Action:
N/A.

Info. Provided:
Calendar of Events.

**TOWN OF CLAYTON
TOWN COUNCIL
AGENDA COVER SHEET**

Agenda Item: 10c

Meeting Date: 8/15/11

TITLE: HIGHLIGHTS OF THE JULY PLANNING BOARD MEETING.

DESCRIPTION: This item is presented as information as does not require Council action.

RELATED GOAL: Administrative

ITEM SUMMARY:

Date:

Action:

Info. Provided:

8-15-11

None.

Highlights.

HIGHLIGHTS FROM THE PLANNING BOARD MEETING
MONDAY, JULY 25, 2011
7:00 PM

- A. Members Present: Sarah Brooks, George Coats, Marty Bizzell, Ronald Johnson, Jim Lee, Dana Pounds, Chairman Frank Price, David Teem, Joseph Whitley and Councilman Bob Satterfield.
- B. Members Absent: Bob Ahlert and Derrick Thompson
- C. Staff Present: Dave DeYoung Planning Director, Beth Franson Planner and Cindy Batten Administrative Support.
- D. Adjustment to the Agenda: None
- E. Approval of June 27, 2011 meeting minutes.
Sarah Brooks made a motion to approve the June 27, 2011 meeting minutes as written. Ronald Johnson seconded the motion. Motion carried unanimously.
- F. Reports and Comments:
Dave DeYoung informed the Board that Cambridge Corners (O'Reilly Auto Parts) were originally approved for their store entrance with a different color than the red painted around the main entrance. The Board made the decision to leave the color as originally approved by the Planning Board in February, 2011.
- George Coats made a motion to leave the color as originally approved. David Teem seconded the motion. Motion carried unanimously.
- G. Old Business:
- A. **Modification to Amendment to the Unified Development Code (UDC)** - Residential District Dimensional Standards Revision – Section 155.203 Part 1 of the UDC defines standards for both conventional and open space subdivisions. These standards are currently delineated by zoning district and subdivision, creating seven separate tables for dimensional standards. The Planning Department is proposing a UDC amendment to consolidate the tabular information into two tables. One for conventional subdivisions and one for open space subdivisions. In addition, the proposed amendment clarifies section text, adds maximum density allowances, and requires a minimum residential dwelling size based on heated square footage.

Jim Lee made a motion to offer the proposed UDC amendment for Residential District Dimensional Standards Revision to the Council

per their request, otherwise, no minimum size limit felt needed. Marty Bizzell seconded the motion. Vote was 3(yes)-6(no). The motion failed.

Dana Pounds made a motion to offer the proposed UDC amendment for Residential District Dimensional Standards Revision to the Council per their request as proposed by staff. George Coats seconded the motion. Vote was 8 (yes) – 1 (no) Joseph Whitley dissenting. The motion passed.

H. New Business

- A. **RZ 2011-46 Clayton 115kV Substation Expansion** – Rezoning request of Parcel Number 05I05020, outside of the town limits. The requested change is from R-E (Residential Estate) and B-3 (Highway Business) to I-2 (Industrial).

George Coats made a motion to recommend approval to Council, RZ 2011-46. Joseph Whitley seconded the motion. Motion carried unanimously.

- B. **SUP 2011-62 Christ Church 307 Tew Court** – Request by Christ Church to occupy a portion of the Kids R Kids Day Care Facility as a place of worship. Parcel number is 05G02002Y and owned by Abernathy Property Management Group. The property is zoned B-3 SUD Highway Business Special Use District.

Ronald Johnson made a motion to recommend approval to Council, SUP 2011-62. Sarah Brooks seconded the motion. Motion carried unanimously.

I. Adjourn:

Joseph Whitley made a motion to adjourn. David Teem seconded the motion. Motion carried to adjourn at 8:07 p.m.

cb