

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

SEPTEMBER 6, 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. SCGGINS, TOWN CLERK
BRUCE THOMPSON II, TOWN ATTORNEY**

AGENDA
THE REGULAR MEETING OF THE CLAYTON TOWN COUNCIL

TUESDAY, SEPTEMBER 6, 2011 THE CLAYTON CENTER
7:30 PM COUNCIL CHAMBERS

1. CALL TO ORDER

Pledge of Allegiance
Invocation – Mayor Jody L. McLeod

2. ADJUSTMENT OF THE AGENDA

3. CONSENT AGENDA

(Items on the consent agenda are considered routine in nature or have been thoroughly discussed at previous meetings. Any member of the Council may request to have an item removed from the consent agenda for further discussion.)

- a. Draft minutes from the August 15, 2011, work session meeting.
- b. Budget ordinance amendment.
- c. Locally administered project agreement between NCDOT and the Town of Clayton for Front Street Extension.
- d. Ordinance correction to Chapter 51, Section 21 of the Water and Sewer Extension Policy.
- e. 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
- f. Warranty acceptance for public water and sewer utilities at Caterpillar PDC Test Facility – Phase 2A.

4. INTRODUCTIONS AND SPECIAL PRESENTATIONS

5. PUBLIC HEARINGS

- a. Public hearing for street closure request STC 11-01 for the unopened portion of Hamby Street between 517 Starling Street and 605 Starling Street.
- b. Presentation of ordinance amendment for Chapter 155, Section 203, Part 1 – Residential District tables.
- c. Presentation of rezoning request for RZ 2011-46 requesting the rezoning of 5.97 acres located at 4055 Powhatan Road currently split districts of RE-Residential and B3-Highway to I-1, Light Industrial.

6. **OLD BUSINESS**
 - a. Discuss PEG channel operations agreement.
7. **NEW BUSINESS**
 - a. Proclamation – September 2011 as Lyme Disease Awareness Month.
8. **STAFF REPORTS**
 - a. Town Manager
 - b. Town Attorney
 - c. Town Clerk
 - Calendar of Events
 - d. Other Staff
9. **OTHER BUSINESS**
 - a. Informal Discussion & Public Comment.
 - b. Council Comments.
10. **ADJOURNMENT**

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

Agenda Item: 3a

Meeting Date: 9/06/11

TITLE: DRAFT MINUTES FROM THE AUGUST 15, 2011, REGULAR MEETING.

DESCRIPTION: Attached.

RELATED GOAL: Administrative

ITEM SUMMARY:

Date:

Action:

Info. Provided:

9-06-11

Approval.

DRAFT minutes the
8/15/2011 meeting.

**MINUTES
CLAYTON TOWN COUNCIL
AUGUST 15, 2011**

The second regular meeting of the Clayton Town Council for the month of August was held on Monday, August 15, 2011, at 7:30 PM at Town Hall, 111 East Second Street.

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

ABSENT: Mayor Jody L. McLeod

ALSO PRESENT: Steve Biggs, Town Manager; Brenton McConkey, Town Attorney; Sherry Scoggins, Town Clerk; Nancy Medlin, Deputy Town Manager; David DeYoung, Planning Director; Tim Simpson, Public Works & Utilities Director; Ronnie Wood, Electric System Director; Robert McKie, Finance Director; Stephen Blasko, Streets/Property Maintenance Superintendent; Tommy Roy, Information Services Technician

ITEM 1. CALL TO ORDER

Mayor Pro Tem Grannis called the meeting to order at 7:33 PM and led the Pledge of Allegiance. Mayor Pro Tem Grannis gave the invocation.

ITEM 2. ADJUSTMENT OF THE AGENDA

As no adjustment of the agenda was requested, it was the consensus of the Council to approve the agenda as presented.

ITEM 3. ACTION AGENDA

Councilman Holder motioned to approve the action agenda as presented; Councilman Harding seconded the motion. The motion carried 5-0 with the following action agenda item being approved at 7:34 PM:

Item 3a. Draft minutes from the August 1, 2011, regular meeting.

ITEM 4. INTRODUCTIONS & SPECIAL PRESENTATIONS

Item 4a. Introduction of new Town of Clayton employee(s).

The following new Town of Clayton employee was introduced:

- Rusty Clawson, Streets Department Supervisor
- Dale Medlin, Interim Electric System Supervisor

ITEM 5. ITEMS SCHEDULED FOR THE REGULAR MEETING AGENDA

Item 5a. Evidentiary hearing for special use permit SUP 2011-62, Christ Church at 307 Tew Court.

Mayor Pro Tem Grannis stated special use permit SUP 2011-62 for Christ Church located at 307 Tew Court has been noticed for an evidentiary hearing at 7:39 PM. He called upon Town Attorney McConkey to explain the rules of procedure.

Town Attorney Brenton McConkey introduced the evidentiary hearing procedures used for Special Use Permit SUP 2011-62. He explained that special use permits are different in certain respects from the capacity in which the Town Council normally functions. Mr. McConkey stated that the Town Council normally functions in a legislative capacity; special use permit hearings are “quasi-judicial,” which means that the Council would act essentially as a court of law. He stated there is a burden that the applicant of the special use permit must meet the four criteria as found in the Town’s Unified Development Code. He added anyone opposed to the application would have to put on evidence of a similar kind, showing the criteria have not been met. Mr. McConkey stated that testimony must be given under oath. He added all testimony and evidence provided to the Council must be competent, material and substantial. He stated pursuant to the North Carolina General Statutes, competent evidence does not include opinion testimony of lay witnesses on certain matters and hearsay evidence will not be admitted. Mr. McConkey stated the Town Council will apply the criteria contained in the Town’s Unified Development Code and make its decision based on the evidence and testimony presented at the hearing. Mr. McConkey also explained that his role during the hearing is to monitor all evidence and testimony to ensure that it complies with North Carolina law, the Town’s Code and procedures, and all other applicable requirements.

Mayor Pro Tem Grannis called all those wishing to give evidence, whether for or against the special use permit, to come forward and be sworn in. Town Clerk Sherry Scoggins administered the oath to the following: Planning Director David DeYoung, Town Manager Steve Biggs, and Timothy Lee Minton.

Planning Director David DeYoung provided a PowerPoint presentation overview:



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.

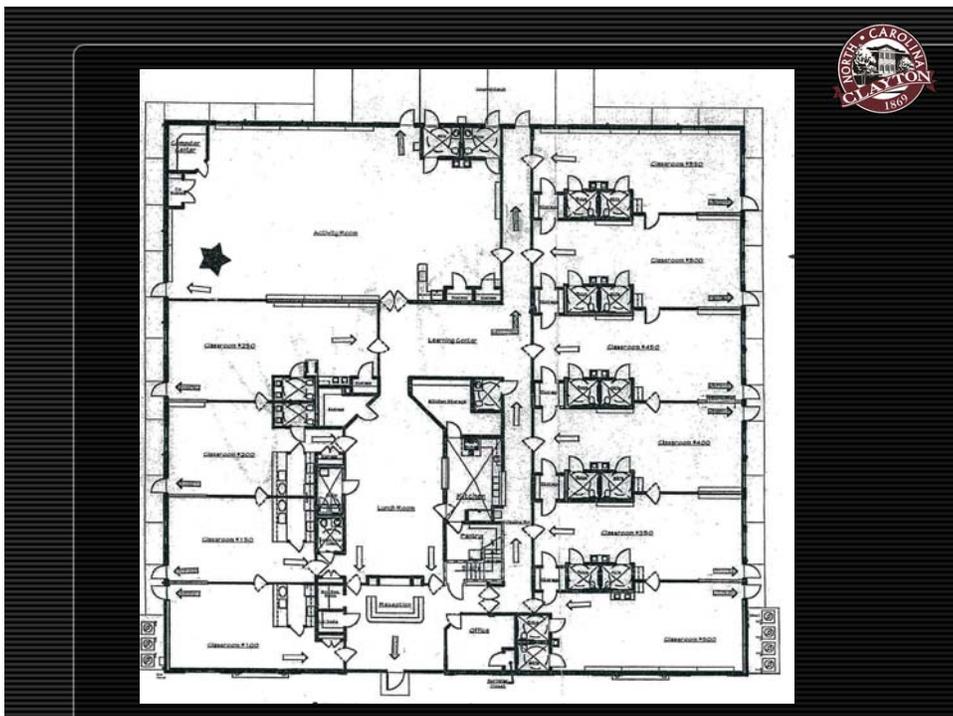
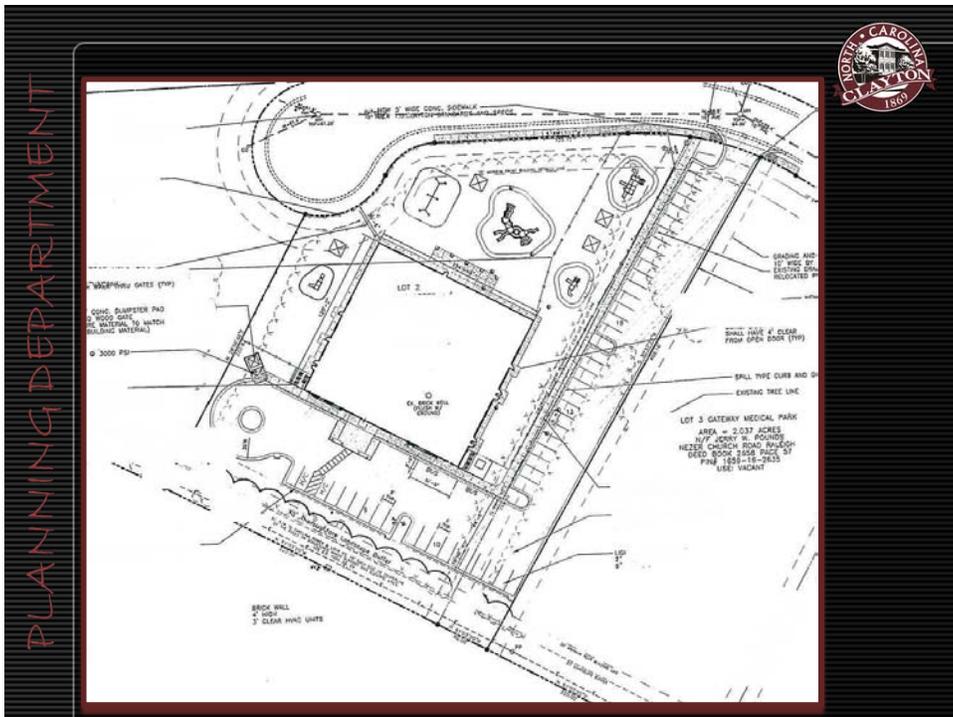


Christ Church

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 a Special Use Permit approval
 - Applicant has addressed Findings of Fact
- ◆ Surrounding Land Uses
 - Minimal to no additional impact

Mayor Pro Tem Grannis stated anyone wishing to speak to come forward. As no one came forward, Mayor Pro Tem Grannis closed the hearing and turned this over to Council for inquiry.

Councilman Harding questioned if this is a start up church.

Planning Director DeYoung stated this is not a start up. He stated the church had been operating in Archer Lodge and the lease expired.

Councilman Harding questioned the square footage of the proposed site.

Planning Director DeYoung stated the entire building is 15,000 square feet. He stated the (activity) room is about 3,000 square feet.

Councilman Harding questioned if this is a lease.

Planning Director DeYoung stated affirmative. He stated the terms are for weekend use.

Mayor Pro Tem Grannis called the Council into deliberation at 7:44 PM.

Mayor Pro Tem Grannis stated this particular agenda item will require a vote and also Item 8a will require a vote. He stated in order to do so, the Council would need to suspend its rules.

Councilman Satterfield motioned to suspend the rules in order to take action on Items 5a and 8a; Councilman Harding seconded the motion. Motion carried 5-0.

Councilman Harding motioned:

Based on the substantial and competent evidence and testimony presented to the Town Council on this matter, the Council finds and concludes that Special Use Permit Application **SUP 2011-62**, subject to the conditions recommended by the Planning Board and Planning Staff:

- No additional conditions were recommended

And with full incorporation of all statements and agreements entered into the record by the testimony of the applicant and applicant's representatives:

- (1) Will not materially endanger the public health or safety if located where proposed and developed according to the plans as submitted and approved;
- (2) Meets all required specifications and conforms to the standards and practices of sound land use planning and the Town of Clayton's Unified Development Ordinance or all other applicable regulations;
- (3) Will not substantially injure the value of adjoining or abutting property and will not be detrimental to the use or development of adjacent properties and other neighborhood uses; and
- (4) Will not adversely affect the general plans for the development of the Town of Clayton and will not violate the character or existing standards for development of the adjacent properties.

Councilman Holder seconded the motion. Motion carried 5-0.

Councilman Harding motioned to approve:

Based upon satisfactory compliance with the above four stated findings and fully contingent upon acceptance and compliance with all conditions as previously noted herein I move to approve Special Use Permit Application **SUP 2011-62**.

Councilman Holder seconded the motion. Motion carried 5-0.

ITEM 6. ITEMS CONTINGENT FOR THE REGULAR MEETING

- Item 6a. Presentation of ordinance amendment for Chapter 155, Section 203 Part 1 Residential District tables.

Planning Director David DeYoung provided a PowerPoint presentation overview of ordinance amendment for Chapter 155, Section 203, Part 1 for Residential District Tables:



Residential District Dimensional Standards UDC Section 155.203 Part 1

The goal of the update is to consolidate the standards into two tables and require minimum dwelling unit size by Zoning District. The standards also:

- Indicate the required lot areas
- Establish minimum lot widths and building setbacks
- Limit the amount of impervious surface



Residential District Dimensional Standards

The update was presented to the Planning Board on June 27, 2011 and received a Board recommendation to form a committee to determine appropriate size standards. The committee met on:

- July 5, 2011
- July 20, 2011

The Planning Board recommended approval of updated standards on July 22, 2011.



Residential Dimensional Standards

The amended update:

- Defines the purpose and intent of the standards
- Consolidates the standards into two tables
- Clarifies density allowances
- Sets a minimum dwelling unit size



Residential Dimensional Standards

Purpose and Intent:

“The purpose and intent of the residential districts is to provide a safe and healthy living environment for residents, protect the Town’s existing neighborhoods from incompatible uses, maintain natural areas and open spaces within neighborhoods, encourage connectivity and interconnectivity for multiple modes of transportation, and ensure adequate public facilities and services are available to meet the needs of current and future residents.”

Conventional Subdivision Standards																
Zoning District	Unit Type	Lot Standards							Density (dwelling units / acre)	Minimum Setbacks (ft.)				Building Standards		Accessory Structures
		Min. Site Area (Acres)	Min. Parcel Size (sq. ft.)	Min. Lot Area (sq. ft.)	Min. Lot Width (ft.)	Max Lot Coverage (%)	Max Impervious Surface (%)	Front		Side Interior	Side Street	Rear	Max. Height (ft.)	Min. Dwelling Unit Size (sq. ft.)		
R-E	Single Family with water and sewer	--	--	20,000	80	35	50	2	35	15	25	30	35	4,800 1,400	See \$155.305	
	Single Family with well and septic	--	--	40,000	100	35	50	1	35	15	25	30	35	4,800 1,400		
R-10	Single Family	--	--	10,000	70	35	50	4	30	10	20	25	35	4,800 1,100	See \$155.305	
	Zero Lot Line	--	--	10,000	70	35	50	4	30	0	20	25	35	4,800 1,100		
	Alley Loaded	--	--	10,000	70	35	50	4	30	10	20	25	35	4,800 1,100		
	Two Family		12,000	Set by Special Use Process												
	Townhouse (2 units)		12,000													
	Townhouse (3+ units)		20,000													
R-8	Single Family	--	--	8,000	60	35	55	5	25	10	15	25	35	4,200 1,100	See \$155.305	
	Zero Lot Line	--	--	8,000	60	35	55	5	25	0	15	25	35	4,200 1,100		
	Alley Loaded	--	--	8,000	60	35	55	5	15	10	15	25	35	4,200 1,100		
	Two Family		10,000	Set by Special Use Process												
	Townhouse (2 units)		10,000													
	Townhouse (3+ units)		20,000													
R-6	Single Family	--	--	6,000	50	35	60	7	20	6	10	20	35	900 950	See \$155.305	
	Zero Lot Line	--	--	6,000	50	35	60	7	20	0	10	25	35	900 950		
	Alley Loaded	--	--	6,000	50	35	60	7	10	6	10	25	35	900 950		
	Two Family		8,000	Set by Special Use Process												
	Townhouse (2 units)		8,000													
	Townhouse (3+ units)		20,000													

Notes

- 1 Minimum dwelling unit size = total heated square footage
- 2 Manufactured homes and manufactured home parks shall meet the minimum requirements set forth in UDC §155.302 (F) and (G)
- 3 In no instance shall the area of a residential lot be less than the size determined to be adequate by the County Health Department after soil and ground water table investigations have been made.
- 4 A minimum of 1,245 square feet of Recreation and Open Space is required per unit for Single Family, Zero Lot Line and Alley Loaded units.
- 5 Public water and sewer is required in the R-10, R-8 and R-6 Zoning Districts. Within Town limits, connection to public water and sewer is also required for lots contiguous to existing service.
- 6 Lots using a zero side interior setback for one lot line are required to double the side interior setback requirement established for a single family unit for the opposite lot line.
- 7 In the R-10 and R-8 Zoning Districts, townhouse parcels, apartment parcels, and upper story residential shall not exceed a density of 10 dwelling units per acre.
- 8 In the R-6 Zoning District, townhouse parcels, apartment parcels, and upper story residential shall not exceed a density of 12 dwelling units per acre.

Planning Director DeYoung clarified that the minimum dwelling unit size is for heated square footage, not gross square footage.



Open Space Subdivision Standards																
Zoning District	Unit Type	Lot Standards							Density (dwelling units / acre)	Minimum Setbacks (ft.)				Building Standards		Accessory Structures
		Min. Site Area (Acres)	Min. Parcel Size (sq. ft.)	Min. Lot Area (sq. ft.)	Min. Lot Width (ft.)	Max Lot Coverage (%)	Max Impervious Surface (%)	Front		Side Interior	Side Street	Rear	Max. Height (ft.)	Min. Dwelling Unit Size (sq. ft.)		
R-E	Single Family	10	--	12,000	48	35	50	3	21	9	15	18	35	4,800 1,400	See \$155.305	
R-10	Single Family	10	--	8,000	50	35	50	5	25	6	15	15	35	4,200 1,100	See \$155.305	
	Zero Lot Line	10	--	8,000	50	35	50	5	25	0	15	15	35	4,200 1,100		
	Alley Loaded	10	--	6,000	42	35	50	7	15	5	10	15	35	900 950		
	Two Family	10	12,000	12,000	75	35	50	3	25	6	15	15	35	900 950		
	Townhouse (2 units)	10	12,000	6,000	42	35	50	3	25	6	15	15	35	900 950		
	Townhouse (3+ units)	10	20,000	4,000	25	35	50	10	25	15	15	15	35	700		
R-8	Single Family	10	--	6,000	42	35	55	7	20	6	10	15	35	900 950	See \$155.305	
	Zero Lot Line	10	--	6,000	42	35	55	7	20	0	10	15	35	900 950		
	Alley Loaded	10	--	4,800	40	40	55	9	10	5	10	15	35	700 950		
	Two Family	10	10,000	9,000	65	40	55	4	20	6	10	15	35	4,800 700		
	Townhouse (2 units)	10	10,000	4,800	40	40	55	9	20	6	10	15	35	700		
	Townhouse (3+ units)	10	20,000	3,000	21	40	55	10	20	--	10	15	35	700		
R-6	Single Family	10	--	6,000	42	35	55	7	20	6	10	15	35	900 950	See \$155.305	
	Zero Lot Line	10	--	6,000	42	35	55	7	20	0	10	15	35	900 950		

Notes

- 1 Minimum dwelling unit size = total heated square footage
- 2 Minimum dwelling unit size for multi-family is a per unit minimum
- 3 Manufactured homes and manufactured home parks shall meet the minimum requirements set forth in UDC §155.302 (F) and (G)
- 4 In no instance shall the area of a residential lot be less than the size determined to be adequate by the County Health Department after soil and ground water table investigations have been made.
- 5 A minimum of 1,245 square feet per unit of public Recreation and Open Space is required in the R-E Zoning District
- 6 A minimum of 12.5% of the total site acreage is required to be Recreation and Open Space in all Open Space Subdivisions.
- 7 Public water and sewer is required in all residential Zoning Districts.
- 8 Lots using a zero side interior setback for one lot line are required to double the side interior setback requirement established for a single family unit for the opposite lot line.
- 9 In the R-10 and R-8 Zoning Districts, townhouse parcels, apartment parcels, and upper story residential shall not exceed a density of 10 dwelling units per acre.
- 10 The minimum building separation for townhouse parcels and apartment parcels is 20 feet.

Town Manager Biggs stated the establishment of the minimum square footage for residential dwellings relates back to a retreat adopted goal.

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

- Item 6b. 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.

Planning Director David DeYoung provided a PowerPoint presentation:

RZ 2011-46
Clayton 115kV Substation Expansion

Request:

- ◆ Rezoning from a split zoning of Highway-Business (B-3) and Residential Estate (R-E) to Industrial-Light (I-1).



PLANNING DEPARTMENT



The image is a slide from a PowerPoint presentation. On the left side, the text 'PLANNING DEPARTMENT' is written vertically in red. The main title is 'RZ 2011-46 Clayton 115kV Substation Expansion'. Below the title, the word 'Request:' is followed by a bullet point: '◆ Rezoning from a split zoning of Highway-Business (B-3) and Residential Estate (R-E) to Industrial-Light (I-1)'. To the right of the text is a map showing a street grid with colored zoning areas. A red outline highlights a specific area containing B-3 and R-E zones. The map labels include 'POWATAN RD', 'NORTH TECH DR', and 'H. JAMES STUBBS DR'. In the top right corner of the slide, there is a circular seal for 'NORTH CAROLINA CLAYTON 1909'.



Clayton/Progress Energy Substation

Site Data:

- ◆ 5.79 acre parcel
- ◆ Highway-Business (B-3) and Residential-Estate (R-E) Zoning
- ◆ Located just east of the southeast corner of Powhatan Road and US 70 BUS HWY W
- ◆ Existing substation
- ◆ Rezoning to I-1 appropriate for major utility



Clayton/Progress Energy Substation

Site Improvements:

- ◆ The existing substation will be upgraded and slightly expanded.

Access:

- ◆ Existing access from Powhatan will be maintained.

Compatibility with Surrounding Zoning:

- ◆ The site is adjacent to industrially zoned and commercially zoned property.



PLANNING DEPARTMENT



Clayton/Progress Energy Substation

The proposed development is generally consistent with:

- ◆ Strategic Growth Plan
 - Proposed use / development location / infrastructure availability / roadway access
- ◆ Unified Development Code
 - The proposed rezoning is consistent with the UDC
 - Applicant has addressed the Rezoning Criteria
- ◆ Surrounding Land Uses
 - Minimal to no additional impact

Based upon question by Council, Town Manager Biggs stated the rezoning request could have a financial impact that would be a benefit to the Town. He added it would not be an immediate benefit.

Based upon question by Council, Planning Director DeYoung stated there is an encroachment in the southeastern corner. He stated the owners are aware of the encroachment and no known agreement for the encroachment exists.

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

Item 6c. Presentation of budget ordinance amendment.

Finance Director Robert McKie provided an overview of the ordinance amendment.

It was the consensus of the Council to place this item on the consent agenda.

Item 6d. Presentation of locally administered project agreement between NCDOT and the Town of Clayton for Front Street Extension.

Town Manager Biggs stated in working with CAMPO the Town received local funding. He stated the inter-local agreement was included and has a very tight schedule. He stated work is being done on the NCDOT level so Front Street can be reclassified. He stated this is before the Council for adoption so that it is in place when NCDOT completes its classification and agreement. He stated the

estimated environmental assessment work is \$20,000 and the estimated survey work is \$10,000. He added these costs are Town costs and not subject to reimbursement. He stated the 20% cost for the road construction scope of work will be recaptured through a local developer. He stated this property will cross private land by means of constructing the Front Street Extension. He stated the private land will be made more suitable for future development. He stated so as to not provide direct benefit to private property owners the \$324,000 identified as the Town's mandatory cost will be returned to the Town in the form of a reimbursement agreement with the developer. He added that agreement will be drafted based on the terms in this agreement. He stated a reimbursement agreement will be brought back for Council consideration in the next couple of months between the Town and the private developer for that portion of cost. He stated this is estimated as a \$1.6 million asset and the Town will incur less than 10% of the cost.

Based upon question by Council, Town Manager Biggs stated it will most likely be bid out locally due to the amount of the contract as it does not require a formal bid process.

Based upon question by Council, Town Manager Biggs stated the Town would cash flow the project. He stated the Town will have in the agreement with the developer that the developer provide to the Town as part of the execution of the agreement a performance bond. He stated if there was a default, the Town would use the performance bond.

Based upon question by Council, Town Manager Biggs stated the property is still owned by the original developer. He added adoption of this agreement does not bind the developer. He stated the agreement with the developer is an entirely separate action.

Based upon question by Council, Town Manager Biggs stated the funding for improvements for the agreed upon closure of the railroad crossings was for three crossings. He stated the commitment for Smith Street has been satisfied.

It was the consensus of the Council to place this item on the consent agenda.

Item 6e. Presentation of ordinance correction to Chapter 51, Section 21 of the Water and Sewer Extension Policy.

Town Manager Steve Biggs stated this is an administrative correction and it was found when researching for the proposed spring street project.

It was the consensus of the Council to place this item on the consent agenda.

- Item 6f. 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

It was the consensus of the Council to place these items on the consent agenda.

- Item 6g. Presentation of warranty acceptance for public water and sewer utilities at Caterpillar PDC Test Facility – Phase 2A.

It was the consensus of the Council to place this item on the consent agenda.

ITEM 7. ITEMS FOR DISCUSSION

- Item 7a. Discuss PEG channel operations agreement.

Town Manager Steve Biggs stated this is an important project to the Town and an efficient use of resources. He stated over the last several years the Town has improved its public communication program. He stated the one part of the Town's public communication program that is lagging is the public education government, hereafter PEG, channel. He stated by the Town's franchise agreement with Time Warner Cable, hereafter TWC, TWC is required to provide access to a PEG channel. He stated in the past few years it has been used sparingly. He stated the Town does not have expertise in that area. He stated the proposed agreement would enable the Town to take advantage of the PEG by partnering with East Wake Television, hereafter EWTV. He stated the agreement would give the Town access to EWTV when the funds dedicated for the PEG are directed to EWTV. He stated this would enhance the Town's PEG presence.

Based upon question by Council, Town Manager Biggs stated the PEG channel number is 11. He stated it is accessible by anyone with TWC within the Town of Clayton franchise area. He stated there may be opportunity to borrow neighbor community work and air in the Town of Clayton.

Based upon comment by Council, Town Manager Biggs stated as part of this agreement, EWTV will provide production assistance. He stated EWTV will also assist with community pieces such as the Clayton Christmas Parade or July 4th Celebration. He stated the Town can do as much production work as the Town would want to do. He added the Town could do a piece on Downtown Clayton.

Based upon question by Council, Town Manager Biggs stated the community pieces done last year could air on the PEG. He stated any existing production would be ideal.

Based upon question by Council, Town Manager Biggs stated no soft costs are anticipated. He stated this will be under the Deputy Town Manager and Mr. Kemp Ward can provide assistance. He added this is a good opportunity at this time.

ITEM 8. OLD BUSINESS

Item 8a. Phase 2 of the streets bonds bid opening results.

Town Manager Steve Biggs provided an overview of the streets bonds bid opening results from the last meeting. He stated the most negative feedback received about the streets bonds program was the exclusion of John Street. He stated John Street was not included because the cost of the repair was so immense there was concern it would consume a great proportion of the bond proceeds. He stated the proposal is to delete certain segments from phase 2 of the streets bonds project and include them in a spring project with John Street. He stated the streets proposed to defer until the spring project are Joyner Street from John to Durham, Durham Street from Joyner to Pond and Pond to Parrish, Parrish Street from John to Durham, Hobbs Street from Durham an Damon and Damon to Everett. He stated these four street areas are in the immediate vicinity of John Street. He stated he believes this will provide an advantage to the Town in terms of construction management and cost. He stated there is an extensive list of streets remaining for the phase 2 of the streets bonds project. He stated the streets requested for deferral are a small portion of the streets work.

Town Manager Biggs stated \$2 million was the original street bonds fund. He stated the Town is carrying a Powell Bill fund balance from past years of \$760,786. He stated the Town will receive Powell Bill funds for the year just closed out. He stated what is proposed for the subsurface work (i.e. water and sewer) is to transfer from the water and sewer enterprise funds to cover that scope of work. He stated in the original bond project, \$500,000 was allocated for subsurface utilities. He stated the scope of work in the phase 2 bond program remaining for utilities is \$287,324. He stated all of the revenues combined total \$4,186,360. He stated on the expenditure side, the scope of work done to date is subtracted, which is \$949,000; in FY 10-11 there was \$314,000 in expenditures. He stated included is a commitment to pay \$210,313 in bond interest from Powell Bill funds for the current fiscal year. He stated the revised phase 2 contract for option 1 is \$1,882,588. He stated the future cost of the deferred work is \$485,352. He stated the future cost is a straight deduct from the numbers on hand today. He stated if material costs remain constant the Town could get a better cost value on the scope of work in the spring because the Town would have a significantly compact project area. He stated the cost estimate for John Street is \$530,581. He stated the total estimated expenditures is \$4,372,789. He stated that produces an \$186,000 deficit. He stated the Town does have at least an additional \$18,000 in savings when

making deductions for deferral for scope of work in the phase 2 project when Town staff entered into discussions with the Fred Smith Company. He stated the actual deficit for the work being discussed is a maximum of \$168,000.

Town Manager Steve Biggs stated the request this evening is for authorization to award bid to the Fred Smith Company for phase 2 of the streets bonds project in the amount of \$1,882,588. He added he is also requesting Council authorization to move forward with the design and bidding for a spring project of the deferred work plus John Street. He stated in doing that the Town would be committed to making a fund balance appropriation of \$168,000.

Based upon Council question about fund balance, Town Manager Steve Biggs distributed the following spreadsheet, herewith incorporated:

Analysis of Fund Balance- Spring 2012 Streets Project.

June 30, 2011 Fund Balance*	5,139,798
FY 11-12 Budgeted GF Expenditures	15,418,182
FB as Percent of Budgeted Exp	33.34%
Est. FB Contribution to Spring Sts Project	186,426
FB as Percent of Budgeted Exp less Contribution towards Spring Sts Project	32.13%

* Unaudited.

Note: By Council Action July 19 2010 a \$210,000 Fund Balance Appropriation was approved for CLEC That appropriation was not made. The then projected deficit was covered by expenditure cuts.

FY 11-12 Budget does not include a FB appropriation.

Based upon question by Council, Town Manager Biggs stated the existing fund balance is \$5,139,798. He stated the analysis was prepared this morning and does not include the adjustment of the \$168,000. He stated the current fund balance as a percentage of current year budgeted year expenditures is 33.34%. He stated if the Town made a fund balance contribution to the spring street project of \$186,000 it would reduce the fund balance percentage by 1.2%. He stated in July 2010 staff came before the Council with a financing plan for the Clayton Law Enforcement project that included private sector financing in order to save money. He stated for the current year Council authorized a \$210,000 appropriation to meet the debt service. He stated because of other cost savings in operations, the Town did not have to make that fund balance appropriation.

Based upon question by Council, Town Manager Biggs stated the maximum fund balance amount is over 30% and the minimum is 20%. He added this is from memory recall and he would verify that with the policy.

Based upon question by Council, Town Manager Biggs stated the State requirement is 8%. He stated the Town adopted a financial investment policy and he would verify the percentage amounts.

Mayor Pro Tem Grannis requested a report at the next Council meeting on the agreed upon maximum and minimum percentages.

Based upon question by Council, Town Manager Biggs stated the total amount of bid from the Fred Smith Company is \$1.8 million.

Councilman Satterfield motioned to approve awarding the phase 2 of the streets bond opening for \$1.8 million to the Fred Smith Company; motion seconded by Councilman Holder.

Councilman Lawter questioned if the amount included the \$18,000 reductions.

Town Manager Biggs stated the number is not adjusted down for the \$18,000. He added the amount does not include any project contingency. He requested the \$18,000 amount remain and be administered as project construction contingency.

Councilman Lawter questioned how the \$18,000 reduction was derived.

Town Manager Biggs stated the reductions were \$16,000 for the mobilization and approximately \$2,000 reduction in clearing and grubbing.

Based upon question by Council, Town Manager Biggs stated the \$1.8 million is for the immediate work and the \$940,000 is completed work. He stated staff is seeking direction on what is referred to as the deferred work and John Street. He added the John Street project includes a 15% allowance for contingency. He clarified staff is seeking direction this evening. He stated staff will come back with a budget amendment to reconcile the numbers.

Based upon question by Council, Town Manager Biggs stated the spring project would go out to bid and that would come before Council for action.

Mayor Pro Tem Grannis stated there is a motion on the floor.

Councilman Satterfield motioned to approve the award of bid to the Fred Smith Company for \$1.8 million. Councilman Holder seconded the motion. Motion carried 5-0.

Town Manager Biggs stated based on Council direction, staff will proceed with moving forward with design for John Street and moving forward with the spring street project.

ITEM 9. STAFF REPORTS

Item 9a. Town Manager

Town Manager Steve Biggs stated for the financial policy, the goals are maximum of 31% and minimum of 21%.

Item 9b. Town Attorney

Town Attorney Brenton McConkey stated no additional report.

Item 9c. Town Clerk

Town Clerk Sherry Scoggins stated the Public Art Advisory Board slated for August 16th will move from the Green Room to the Council Chambers.

Town Clerk Sherry Scoggins stated there is no August Board of Adjustment meeting and the next meeting is slated for Wednesday, September 21, 2011, at 6 PM.

Town Clerk Sherry Scoggins thanked the Council for their support and encouragement while serving as an officer for the North Carolina Association of Municipal Clerks (NCAMC). She stated this past Saturday she was sworn in as the NCAMC president and will serve for one-year.

Item 9d. Other Staff

No other staff presented comments.

ITEM 10. OTHER BUSINESS

Item 10a. Informal Discussion & Public Comment.

Mr. Frank Price stated he is the County appointed representative to the TAC and US 70 Commission. He stated last Thursday a couple of items came up from NCDOT. He stated the first involves Powell Bill fund distribution for this year. He stated instead of receiving the entire appropriation in October, municipalities will receive half of the appropriation in October and the other appropriation half in January 2012. He stated there is now a capped limit on the fund balance of Powell Bill funds meaning municipalities must either use the appropriation or lose it.

Mr. Frank Price stated Bobby Lewis, Division 4 Engineer, is going to Raleigh to serve as Chief Operating Officer Jim Trogdon’s assistant. He stated John Rouse, Division 2 Maintenance Engineer, has been appointed as Division 4 Engineer.

Mr. Frank Price stated he attended a conference in Asheville on the rail division. He stated some 15 railroad crossings will be closed this year. He stated six involve grade separations and the remaining will be closings. He stated this is for the portion between Charlotte and Raleigh. He stated the next year 17 crossings are slated for closure in which 1/3 to 1/2 will be separations and the remaining be closings. He stated following that portion between Raleigh and Goldsboro will be evaluated for future passenger rail operation. He stated it is likely the closings in Clayton will be brought back up.

Councilman Satterfield questioned if at that point the closures would be done by some entity other than the Town.

Mr. Price stated his understanding for the closures slated for the Piedmont section have let design contracts and construction is anticipated for the upcoming fiscal year. He stated there are 17 slated for following year. He stated after that the Raleigh to Goldsboro section will be evaluated. He stated the goal is to have the rail traveling at 75 miles per hour and that necessitates the closures. He stated all crossings are being evaluated.

Councilman Lawter questioned if there will be negotiations such as the Stallings Street in which the Town hoped for street improvements.

Mr. Price stated the object is to close the crossings or separate. He added it is not very feasible to separate crossings within Clayton. He stated the Town may have some negotiation, and he added the intent is to close crossings in order to raise the speed. He stated each at grade crossing is viewed as a potential hazard.

Item 10b. Council Comments.

Councilman Satterfield questioned if a permit was obtained for the large gathering at the barber shop on HWY 70.

Town Manager Steve Biggs stated it was permitted and this is the second year. He stated last year the same event was not as well attended.

Item 10c. Planning Board Highlights of the July 2011 meeting.

The Planning Board Highlights were distributed as information.

ITEM 11. ADJOURNMENT

With there being no further business brought before the Council, Councilman Satterfield motioned to adjourn; Councilman Holder seconded the motion. Motion carried 5-0 at 8:50 PM.

Duly adopted by the Town Council this 6th 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: 3b

Meeting Date: 9/06/11

TITLE: 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 State, which were received in FY 10-11.

At the August 15, 2011, Council meeting, it was the consensus of the Council to place this item on the consent agenda.

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.
9-06-11	Approval.	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 6th 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: 3c

Meeting Date: 9/06/11

TITLE: 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.

At the August 15, 2011, Council meeting, it was the consensus of the Council to place this item on the consent agenda.

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.
9-06-11	Approval.	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/legregs/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/legregs/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/legregs/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: 3d

Meeting Date: 9/06/11

TITLE: 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.

At the August 15, 2011, Council meeting, it was the consensus of the Council to place this item on the consent agenda.

RELATED GOAL: Administrative.

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
8-15-11	Presentation.	Ordinance Amendment.
9-06-11	Approval.	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 § 51.24 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 § 51.24.

Duly adopted by the Clayton Town Council this 6th day of September 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: 3e

Meeting Date: 9/06/11

TITLE: 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**

DESCRIPTION: Attached.

At the August 15, 2011, Council meeting, it was the consensus of the Council to place this item on the consent agenda.

RELATED GOAL: Administrative.

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
8-15-11	Presentation.	Memorandums (2).
9-06-11	Approval.	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: 3f

Meeting Date: 9/06/11

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

DESCRIPTION: Attached.

At the August 15, 2011, Council meeting, it was the consensus of the Council to place this item on the consent agenda.

RELATED GOAL: Administrative.

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
8-15-11	Presentation.	Memorandum.
9-06-11	Approval.	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: 5a

Meeting Date: 9/06/11

TITLE: PUBLIC HEARING TO CLOSE THE UNOPENED PORTION OF HAMBY STREET BETWEEN 517 STARLING STREET AND 605 STARLING STREET.

**DESCRIPTION: Mr. Michael Baker of 605 Starling Street submitted the attached letter requesting consideration of closing the unopened portion of Hamby Street between 517 and 605 Starling Street.
Mr. Baker submitted a similar request in January 2003. After proper notice, this item was considered by the Town Council at its April 28, 2003, Council meeting. At that time, Council was unable to approve the request as it was the means of ingress and egress for Mr. Hardee.
If it is the pleasure of the Council to proceed with this request, a resolution of request will be presented at the August 1, 2011, Council meeting. If the resolution of intent is adopted it would be incorporated into a legal notice for publication for four successive weeks; adjacent property owners and NCDOT would be notified by certified mail; and the property would be posted for public hearing. The public hearing would be slated for the Tuesday, September 5, 2011, Council meeting.**

RELATED GOAL: Administrative

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
7-18-11	Discussion.	Letter, Checklist, Resolution of Intent, & Map.
8-01-11	Discussion.	Resolution of Intent & Map.
9-06-11	Public hearing.	Certificate of Notice, Street Closing Order & Map.

Certificate of Notice

I, Sherry L. Scoggins, Town Clerk of the Town of Clayton, do hereby certify to the Clayton Town Council that notices of a requested street closing for the unopened portion of Hamby Street between 517 and 605 Starling Street (STC 2011-01) were mailed by **certified mail** on August 3, 2011. The addresses attached are listed as the last mailing addresses (according to the Johnston County GIS and Mapping application) for owners of the property abutting the property petitioned for street closing. In addition, Mr. Tim Little, NCDOT, was contacted via Certified Mail as this is in the Town of Clayton's corporate limits.

Sherry L. Scoggins, MMC
Town Clerk

Property Owner
William R. O'Neal 517 Starling Street Clayton, NC 27520
Marie Stallings Monsees 107 Teasel Court Clayton, NC 27527
Timothy A Redmer 2728 East Garner Rd Raleigh, NC 27610
Michael E. Baker 605 Starling Street Clayton, NC 27520
Cambridge Clayton LLC 831 Mor4ehead St Ste 245 Charlotte, NC 28202
Doris V Parker PO BOX 598 Clayton, NC 27528
Tim Little NCDOT 2671 US 70 HWY West Goldsboro, NC 27530

**TOWN OF CLAYTON
STREET CLOSING ORDER -- STC 11-01**

A Resolution Ordering the Closing of the unopened portion of Hamby Street located between 517 Starling Street and 605 Starling Street

WHEREAS, on the 1st day of August 2011, the Town Council of the Town of Clayton directed the Town Clerk to publish the Resolution of Intent of the Town Council to consider closing that portion of Smith Street at the Rail Road Crossing in the Clayton News-Star newspaper once each week for four successive weeks, such resolution advising the public that a meeting would be conducted in the Town Hall on Tuesday, September 6, 2011; and

WHEREAS, the Town Council on the 1st day of August 2011, ordered the Town Clerk to notify all persons owning property abutting on that unopened portion of Hamby Street between 517 Starling Street and 605 Starling Street, as shown on the county tax records, by registered or certified mail, enclosing with such notification a copy of the Resolution of Intent; and

WHEREAS, the Town Clerk has advised the Town Council that she sent a letter to each of the abutting property owners advising them of the day, time and place of the meeting, enclosing a copy of the Resolution of Intent, and advising the abutting property owners that the question as to closing that portion of Smith Street at the Rail Road Crossing would be acted upon, said letters having been sent by registered or certified mail; and

WHEREAS, the Town Clerk has advised the Town Council that adequate notices were posted on the applicable street as required by G.S. 160A-299; and

WHEREAS, after full and complete consideration of the matter and after having granted full and complete opportunity for all interested persons to appear and register any objections that they might have with respect to the closing of said street in the public hearing held on Tuesday, September 6, 2011; and

WHEREAS, it now appears to the satisfaction of the Town Council that the closing of said street is not contrary to the public interest, and that no individual owning property, either abutting the street or in the vicinity of the street or in the subdivision in which the street is located, will as a result of the closing be thereby deprived of a reasonable means of ingress and egress to his property;

NOW, THEREFORE, subject to the reservation of any easements to the Town of Clayton for utility purposes, the unopened portion of Hamby Street between 517 Starling Street and 605 Starling Street is hereby authorized for closure; and all right, title, and interest that may be vested in the public to said area for street purposes is hereby released and quitclaimed to the abutting property owners in accordance with the provisions of G.S. 160A-299.

The Mayor and the Town Clerk are hereby authorized to execute quitclaim deeds or other necessary documents in order to evidence vesting of all right, title and interest in those persons owning lots or parcels of land adjacent to the street or alley, such title, for the width of the abutting land owned by them, to extend to the centerline of the herein closed street (with provision for reservation of any easements to the Town of Clayton for utility purposes) in accordance with the provision of G.S. 160A-299(c).

The Town Clerk is hereby ordered and directed to file in the Office of the Register of Deeds of Johnston County a certified copy of this resolution and order.

Upon motion duly made by Councilman _____ and duly seconded by Councilman _____, the above resolution was duly adopted by the Town Council at a meeting held on the 6th day of September 2011, in the Town Hall.

Upon call for a vote the following Council Members voted in the affirmative:

Councilman

Councilman

Councilman

Councilman

Mayor Pro Tem

and the following Council Members voted in the negative:

Councilman

This the _____ day of September 2011, at _____ PM.

Jody L. McLeod
Mayor

ATTEST:

Sherry L. Scoggins, MMC
Town Clerk

NORTH CAROLINA
JOHNSTON COUNTY

I hereby certify that the foregoing is a true and accurate copy of a resolution duly adopted by the Town Council of the Town of Clayton, North Carolina, at a meeting held September 6, 2011, at 7:30 p.m. at the Town Hall in the Town of Clayton.

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the official corporate seal of said Town to be affixed, this the _____ day of _____ 2011.

Sherry L. Scoggins, MMC
Town Clerk

NORTH CAROLINA
JOHNSTON COUNTY

I, _____, a Notary Public, do hereby certify that Sherry L. Scoggins, Town Clerk, personally appeared before me this day and acknowledged the due execution of the foregoing certification, for the purposes therein expressed.

WITNESS my hand and notarial seal this _____ day of _____ 2011.

Signature of Notary Public

Expiration of Term

STC 2011-01

**Street Closing
E Hamby Street**

STC Petitioner: William O'Neal &
Michael Baker

Property Owner: NA

Parcel Number(s) NA



Map produced by TOC/Planning

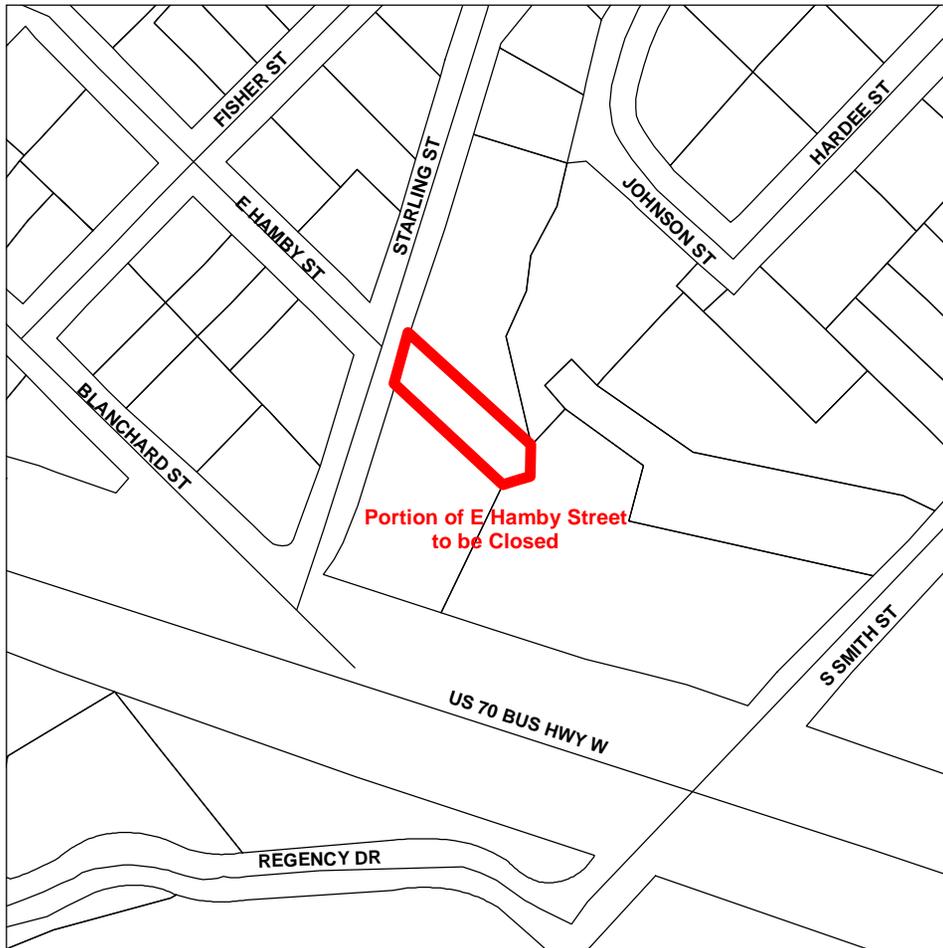
Date: July 22, 2011

Disclaimer: Town of Clayton assumes no legal
responsibility for the information represented here.

Aerial Photography Date: February/March 2010

Scale: 1" = 200'

1



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

Agenda Item: 5b

Meeting Date: 9/06/11

TITLE: PUBLIC HEARING FOR 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.
9-06-11	Public hearing.	Ordinance Amendment.

TOWN OF CLAYTON
Amendment to the Code of Ordinances: Chapter 155
Unified Development Code

BEING HEREBY ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON, NORTH CAROLINA to amend 155.203 Part 1. Residential Districts with the following:

PART 1. RESIDENTIAL DISTRICTS

(E) *Purpose and intent.* The purpose and intent of the residential districts is to provide a safe and healthy living environment for residents, protect the Town's existing neighborhoods from incompatible uses, maintain natural areas and open spaces within neighborhoods, encourage connectivity and interconnectivity for multiple modes of transportation, and ensure adequate public facilities and services are available to meet the needs of current and future residents.

(F) *Residential subdivision types.* Development within the residential districts allows a variety of housing types. . To further the purpose of residential districts, two types of residential subdivisions are permitted, as follows.

(1) *Conventional residential subdivision.* A conventional residential subdivision is a pattern of residential development that provides a majority of property owners with substantial yards on their own property. A. recreation and open space dedication or payment of a fee-in-lieu is required for conventional residential subdivisions.

(2) *Open space residential subdivision.* An open space residential subdivision trades conventional minimum lot size and dimensions for additional common recreation and open space. An open space residential subdivision shall be a sufficient size to ensure adequate common recreation and open space can be incorporated into the subdivision design. An open space residential subdivision may allow additional density provided certain enhancements are incorporated into the design of the subdivision.

(G) *Conventional subdivision standards.*

(1) *Applicability.* A conventional residential subdivision is permitted in all residential districts subject to the following standards.

(2) *Density.* In the R-10 and R-8 Districts, townhouse parcels, apartment parcels and upper-story residential units shall not exceed a density of ten units per acre. In the R-6 District, townhouse parcels, apartment parcels and upper-story residential units shall not exceed a density of 12 units per acre.

(3) *Development standards.* Applicants utilizing the conventional residential subdivision option shall meet all applicable development standards as set forth in § 155.400 through § 155.405 and § 155.500 through § 155.502. Applicants shall comply with all other provisions in this chapter and all other applicable laws.

(4) *Lots not served by public water and sewer.* No permit to install a septic tank system shall be issued until the County Health Director has determined by a

field investigation of the area that the site is acceptable for a septic tank system and that such a system can be installed at the site in compliance with these rules and regulations. The field investigations shall include evaluation of such factors as size and shape of the lot or lots, character and porosity of soil, percolation rate, topography, depth of the water table, rock or other impervious formations, location or proposed location of any water supply wells, and the success or failure history of any other septic tank systems in the area. The County Health Director shall not issue a permit if he determines that the site is not acceptable for septic tank systems.

(5) **Minimum square footage.** Minimum square footage requirements have been established for conventional subdivisions to ensure the scale of new construction is consistent with the established neighborhood patterns. Residential subdivisions which have a valid subdivision/plat approval, and additions to existing dwelling units are exempt from the minimum square footage requirements.

(6) ***Dimensional standards.*** Applicants utilizing the conventional residential subdivision option shall meet the dimensional standards provided in Table 2-2. Applicants shall comply with all other provisions in this chapter and all other applicable laws.

Table 2-2 Conventional Subdivision Regulations

Conventional Subdivision Standards															
Zoning District	Unit Type	Lot Standards						Density (dwelling units / acre)	Minimum Setbacks (ft.)				Building Standards		
		Min. Site Area (Acres)	Min. Parcel Size (sq. ft.)	Min. Lot Area (sq. ft.)	Min. Lot Width (ft.)	Max Lot Coverage (%)	Max Impervious Surface (%)		Front	Side Interior	Side Street	Rear	Max. Height (ft.)	Min. Dwelling Unit Size (sq. ft)	Accessory Structures
R-E	Single Family with water and sewer	--	--	20,000	80	35	50	2	35	15	25	30	35	1,400	See §155.305
	Single Family with well and septic	--	--	40,000	100	35	50	1	35	15	25	30	35	1,400	
R-10	Single Family	--	--	10,000	70	35	50	4	30	10	20	25	35	1,100	See §155.305
	Zero Lot Line	--	--	10,000	70	35	50	4	30	0	20	25	35	1,100	
	Alley Loaded	--	--	10,000	70	35	50	4	30	10	10	25	35	1,100	
	Two Family		12,000	Set by Special Use Process											
	Townhouse (2 units)		12,000												
	Townhouse (3+ units)		20,000												
	Apartments		20,000												
R-8	Single Family	--	--	8,000	60	35	55	5	25	10	15	25	35	1,100	See §155.305
	Zero Lot Line	--	--	8,000	60	35	55	5	25	0	15	25	35	1,100	
	Alley Loaded	--	--	8,000	60	35	55	5	15	10	15	25	35	1,100	
	Two Family		10,000	Set by Special Use Process											
	Townhouse (2 units)		10,000												
	Townhouse (3+ units)		20,000												
Apartments		20,000													
R-6	Single Family	--	--	6,000	50	35	60	7	20	6	10	20	35	960	See §155.305
	Zero Lot Line	--	--	6,000	50	35	60	7	20	0	10	25	35	960	
	Alley Loaded	--	--	6,000	50	35	60	7	10	6	10	25	35	960	
	Two Family		8,000	Set by Special Use Process											
	Townhouse (2 units)		8,000												
	Townhouse (3+ units)		20,000												
	Apartments		20,000												

Notes

- 1 Minimum dwelling unit size = total heated square footage
- 2 Manufactured homes and manufactured home parks shall meet the minimum requirements set forth in UDC §155.302 (F) and (G)
- 3 In no instance shall the area of a residential lot be less than the size determined to be adequate by the County Health Department after soil and ground water table investigations have been made.
- 4 A minimum of 1,245 square feet of Recreation and Open Space is required per unit for Single Family, Zero Lot Line and Alley Loaded units.
- 5 Public water and sewer is required in the R-10, R-8 and R-6 Zoning Districts. Within Town limits, connection to public water and sewer is also required for lots contiguous to existing service.
- 6 Lots using a zero side interior setback for one lot line are required to double the side interior setback requirement established for a single family unit for the opposite lot line.
- 7 In the R-10 and R-8 Zoning Districts, townhouse parcels, apartment parcels, and upper story residential shall not exceed a density of 10 dwelling units per acre.
- 8 In the R-6 Zoning District, townhouse parcels, apartment parcels, and upper story residential shall not exceed a density of 12 dwelling units per acre.

(H) *Open space subdivision standards.*

(1) *Intent.* The intent of an open space residential subdivision is to provide a development alternative to a conventional subdivision. An open space residential subdivision involves clustering home sites within a portion of the development site and allowing housing units on smaller lots than those permitted in a conventional residential subdivision. Open space subdivisions promote the preservation of environmentally sensitive land and allows for efficient use of the land to provide additional common open space. Open space subdivision development is encouraged by the Town in the form of these flexible design and maximum density provisions. Other purposes of an open space residential subdivision include the following:

(a) To preserve in perpetuity unique or sensitive natural resources such as groundwater, floodplains, wetlands, streams, steep slopes, woodlands and wildlife habitat.

(b) To preserve important historic and archaeological sites.

(c) To permit clustering of houses and structures in a manner that will reduce the amount of infrastructure, including paved surfaces and utility easements, necessary for residential development.

(d) To reduce erosion and sedimentation by minimizing land disturbance and removal of vegetation in residential development.

(e) To promote interconnected greenways and corridors throughout the community.

(f) To create contiguous green space within and adjacent to the development site.

(g) To protect scenic views.

(h) To protect prime agricultural land and preserve farming as an economic activity.

(2) *Applicability.* An open space residential subdivision is permitted in the R-E, R-10, and R-8 Zoning Districts subject to the following standards.

(3) *Mix of housing types.* Two-family, townhouse, apartment, and upper-story residential units may comprise no more than 50percent of the total dwelling units of a proposed open space residential subdivision. In no case shall the density allowance be exceeded for the overall site. In the R-10 and R-8 Districts, townhouse parcels, apartment parcels, and upper-story residential units shall not exceed a density of ten units per acre.

(4) *Minimum square footage.* Minimum square footage requirements have been established for open space subdivisions to ensure the scale of new construction is consistent with the established neighborhood patterns. Existing

dwelling units, including any additions thereto, are exempt from the minimum square footage requirements.

(5) *Development standards.* Applicants utilizing the open space residential subdivision option shall meet all applicable development standards as set forth in §§ [155.400](#) through [155.405](#) and §§ [155.500](#) through [155.502](#). Applicants shall comply with all other provisions in this chapter and all other applicable laws.

(6) *Dimensional standards.* Applicants utilizing the open space residential subdivision option shall meet the dimensional standards provided in Table 2-3. Applicants shall comply with all other provisions this chapter and all other applicable laws.

Table 2-3 Open Space Subdivision Regulations

Open Space Subdivision Standards															
Zoning District	Unit Type	Lot Standards						Density (dwelling units / acre)	Minimum Setbacks (ft.)				Building Standards		
		Min. Site Area (Acres)	Min. Parcel Size (sq. ft.)	Min. Lot Area (sq. ft.)	Min. Lot Width (ft.)	Max Lot Coverage (%)	Max Impervious Surface (%)		Front	Side Interior	Side Street	Rear	Max. Height (ft.)	Min. Dwelling Unit Size (sq. ft)	Accessory Structures
R-E	Single Family	10	--	12,000	48	35	50	3	21	9	15	18	35	1,400	See §155.305
R-10	Single Family	10	--	8,000	50	35	50	5	25	6	15	15	35	1,100	See §155.305
	Zero Lot Line	10	--	8,000	50	35	50	5	25	0	15	15	35	1,100	
	Alley Loaded	10	--	6,000	42	35	50	7	15	5	10	15	35	960	
	Two Family	10	12,000	12,000	75	35	50	3	25	6	15	15	35	960	See §155.305
	Townhouse (2 units)	10	12,000	6,000	42	35	50	3	25	6	15	15	35	960	
	Townhouse (3+ units)	10	20,000	4,000	25	35	50	10	25	15	15	15	35	700	
	Apartments	10	20,000	--	--	35	50	10	25	15	15	15	35		
R-8	Single Family	10	--	6,000	42	35	55	7	20	6	10	15	35	960	See §155.305
	Zero Lot Line	10	--	6,000	42	35	55	7	20	0	10	15	35	960	
	Alley Loaded	10	--	4,800	40	40	55	9	10	5	10	15	35	960	
	Two Family	10	10,000	9,000	65	40	55	4	20	6	10	15	35	700	
	Townhouse (2 units)	10	10,000	4,800	40	40	55	9	20	6	10	15	35	700	
	Townhouse (3+ units)	10	20,000	3,000	21	40	55	10	20	--	10	15	35	700	
	Apartments	10	20,000	--	--	40	55	10	15	10	15	20	35		
Notes															
1	Minimum dwelling unit size = total heated square footage														
2	Minimum dwelling unit size for multi-family is a per unit minimum														
3	Manufactured homes and manufactured home parks shall meet the minimum requirements set forth in UDC §155.302 (F) and (G)														
4	In no instance shall the area of a residential lot be less than the size determined to be adequate by the County Health Department after soil and ground water table investigations have been made.														
5	A minimum of 1,245 square feet per unit of public Recreation and Open Space is required in the R-E Zoning District														
6	A minimum of 12.5% of the total site acreage is required to be Recreation and Open Space in all Open Space Subdivisions.														
7	Public water and sewer is required in all residential Zoning Districts.														
8	Lots using a zero side interior setback for one lot line are required to double the side interior setback requirement established for a single family unit for the opposite lot line.														
9	In the R-10 and R-8 Zoning Districts, townhouse parcels, apartment parcels, and upper story residential shall not exceed a density of 10 dwelling units per acre.														
10	The minimum building separation for townhouse parcels and apartment parcels is 20 feet.														

(7) *Utilities.* To the maximum extent feasible, utilities in open space residential subdivisions shall be placed underground.

(8) *Project boundary buffer.*

(a) No buffer is required where the width of the project's perimeter lots is equal to or greater than the minimum lot width of the adjoining development or the minimum lot width required by the zoning district applied to any adjoining undeveloped parcel.

(b) Where narrower lot widths are provided, a Class C buffer shall be provided (see § [155.402](#)) along all project boundaries of an open space subdivision.

Duly adopted this 6th day of September 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: 5c

Meeting Date: 9/06/11

**TITLE: PUBLIC HEARING FOR 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 recommended
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:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
8-15-11	Presentation & Public Notice.	Application, Staff Report, Maps (Zoning & Topo) & Site Plan.
9-06-11	Public hearing.	Application, staff report, Maps (zoning and topo) & Site Plan.



Town of Clayton
 Planning Department
 111 E. Second Street, Clayton, NC 27520
 P.O. Box 879, Clayton, NC 27528
 Phone: 919-553-1545
 Fax: 919-553-1720

REZONING APPLICATION

Pursuant to Article 7, Section 155.704 of the Unified Development Code, an owner of land within the jurisdiction of the Town (or a duly authorized agent) may petition the Town Council to amend the Official Zoning Map.

Rezoning applications must be accompanied by nine (9) sets of the application, nine (9) sets of required plans, an Owner's Consent Form (attached) and the application fee. The application fee is \$400.00 for a rezoning to a Standard District. A rezoning to a Planned Development District requires a fee of \$500.00 +\$5.00 per lot or unit for residential uses or \$500.00 +\$5.00 per acre for non residential uses. All fees are due when the application is submitted.

If the rezoning request is to a Planned Development District, the application must be accompanied by a Major Site Plan application and associated fees.

Please note that Section 155.702(B) of the Unified Development Code requires a Neighborhood Meeting for all Rezoning Petitions.

SITE INFORMATION:

Clayton 115kV

Name of Project: Substation Expansion **Acreeage of Property:** 5.79 Acres

Parcel ID Number: 167700-38-6495 **Tax ID:** 05I05020

Deed Book: 1387 **Deed Page(s):** 0389

Address: 4055 Powhatan Rd., Clayton, NC 27520

Location: Heading east on US 70 BUS E, turn left onto Powhatan Road, turn right into substation.

Existing Use: Major Utility **Proposed Use:** Major Utility

Existing Zoning District: R-E and B-3

Requested Zoning District: I-2

Is project within a Planned Development: Yes No

Planned Development District (if applicable): _____

Is project within an Overlay District: Yes No

Overlay District (if applicable): _____

FOR OFFICE USE ONLY

File Number: RZ 2011-46 Date Received: JUN - 1 2011 Amount Paid: \$ 400⁰⁰

APPROVAL CRITERIA

All applications for a Rezoning must address the following findings:

1. Consistency with the adopted plans of the Town.

The property is currently located within the Town of Clayton ETJ. The property currently has a mixed zoning of R-E and B-3. Based on the use of the property as a Transmission Facility, and the surrounding land uses, the Town Staff has recommended I-2 as the proposed zoning. The Town of Clayton Strategic Growth Plan, dated 2008, identifies the proposed land use of the property as "industrial". Therefore, the proposed zoning is consistent with the overall vision of the Town of Clayton Proposed Land Use Plan.

2. Suitability of the subject property for uses permitted by the current vs. the proposed district.

There is currently an existing substation on the subject parcel. The use group associated with the facility is classified as "major utility" per the Town of Clayton UDO. Based on the UDO Permitted Uses Table, the most suitable zoning for permitted major utility use would be I-1 or I-2. Therefore, the proposed zoning is suitable for the subject property.

3. Whether the proposed change tends to improve the balance of uses, or meets specific demand in the Town.

The proposed change does not impact the balance of uses. The improvement is needed for providing safe, reliable electrical power for the residents and businesses in Clayton.

4. The capacity of adequate public facilities and services including schools, roads, recreation facilities, wastewater treatment, potable water supply and stormwater drainage facilities is available for the proposed use.

Public services including schools, recreation facilities, wastewater treatment and potable water are not required for this project. The substation expansion will not generate additional traffic to the substation. Therefore, the level of service for the existing transportation infrastructure should not be compromised. Storm water management will be permitted through Johnston County. Peak flow and nitrogen removal will be addressed on site as required by the Johnston County Storm Water Ordinance. All storm water infrastructure will be designed to minimize the impact on adjacent infrastructure.

5. It has been determined that the legal purposes for which zoning exists are not violated.
The property is located adjacent to Industrial zoning to the south and east. The proposed zoning change will not create a "spot" zoning issue for the Town. The I2 zoning is consistent with the use of the property.
6. It has been determined that there will be no adverse effect upon adjoining property owners unless such effect can be justified by the overwhelming public good or welfare.
The zoning request will not adversely effect adjoining property owners. The required buffers will be maintained and the use of the site is not changing.
7. It has been determined that no one property owner or small group of property owners will benefit materially from the change to the detriment of the general public.
No property owner(s) will materially benefit from this request to the detriment of the general public.

APPLICANT AFFIDAVIT

I/We, the undersigned, do hereby make application and petition to the Town Council of the Town of Clayton to amend the Zoning Ordinance and change the Official Zoning Map of the Town of Clayton as requested. I hereby certify that I have full legal right to request such action and that the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge. I understand this application, related material and all attachments become official records of the Planning Department of the Town of Clayton, North Carolina, and will not be returned.

RICHARD A. BROWN *Richard A. Brown* 5/31/2011
 Print Name Signature of Applicant Date



Town of Clayton
Planning Department
111 E. Second Street, Clayton, NC 27520
P.O. Box 879, Clayton, NC 27528
Phone: 919-553-1545
Fax: 919-553-1720

STAFF REPORT

Application Number: RZ 2011-46
Project Name: Clayton 115kV Substation Expansion
NC PIN: 167700-38-6495
Town Limits/ETJ: ETJ
Applicant: Richard Brown/Carolina Power & Light d/b/a Progress Energy Carolinas
Owners: Carolina Power & Light d/b/a Progress Energy Carolinas
Agents: Richard Brown/Reuben Jones
Neighborhood Meeting: Held July 12, 2011

PROJECT LOCATION: The project is located at 4055 Powhatan Road, Clayton, NC 27520 residing in the ETJ.

REQUEST: The request is to rezone Parcel Number 05105020 from R-E (Residential Estate) and B-3 (Highway Business) to I-1 (Industrial-Light).

SITE DATA:

Acreage: 5.79 acres
Present Zoning: R-E (Residential-Estate), and B-3 (Highway Business)
Proposed Zoning: I-1(Industrial-Light)
Existing Use: Major Utility (Substation)
Impervious Surface: NA

DEVELOPMENT DATA:

Proposed Use: Same as existing
Buildings: NA
Number of Stories: NA
Required Parking: NA
Proposed Parking: NA

ENVIRONMENTAL: No environmental concerns.

ADJACENT ZONING AND LAND USES:

North:	Zoning:	B-3
	Existing Use:	Commercial
South:	Zoning:	I-1
	Existing Use:	Industrial
East:	Zoning:	R-E and I-1
	Existing Use:	Residential and Vacant
West:	Zoning:	B-3
	Existing Use:	Commercial and Vacant

STAFF ANALYSIS AND COMMENTARY:

The subject site is currently used as an electrical substation for Progress Energy of the Carolinas. Electrical substations are considered a major utility and are only permitted within the industrial Zoning Districts (I-1 and I-2). To bring the site into conformance with the UDC, Planning staff initially recommended a rezoning the subject site to I-2, Industrial-Heavy. After further consideration, it has been deemed more appropriate and more compatible with the surrounding land uses to rezone the property to I-1, Industrial-Light.

- **Consistency with the Strategic Growth Plan**

The proposed development is consistent with the Strategic Growth Plan, which indicates that industrial development is an appropriate use for this area.

- **Consistency with the Unified Development Code**

The existing use of the subject site as an electrical substation will be consistent with the UDC once rezoned to an industrial Zoning District.

- **Compatibility with Surrounding Land Uses**

The subject site is already occupied by a major electrical substation. No additional impact on the surrounding land uses is anticipated.

- **Landscaping and Buffering**

NA

- **Signs**

NA

- **Site Design**

NA

- **Architecture**

NA

- **Waivers/Deviations/Variances from Code Requirements**

None requested.

OTHER:

FIRE PROTECTION: The Town of Clayton Fire Department will provide fire protection.

SCHOOL IMPACTS: NA

PARKS AND RECREATION: NA

ACCESS/STREETS: The site will utilize the existing permitted access on Powhatan Road.

WATER/SEWER PROVIDER: NA

ELECTRIC PROVIDER: Progress Energy

FINDINGS:

When considering a Rezoning application, The Town Council shall consider Approval Criteria. A Rezoning which fails to meet any of these Criteria shall be deemed adverse to the public interest and shall not be approved. The applicant has addressed the Approval Criteria expressly established by Chapter 155.704 (J) of the UDC. Please refer to Exhibit "A" for the applicant's response.

CONDITIONS OF APPROVAL:

Staff is recommending the following conditions of approval: None

PLANNING BOARD RECOMMENDATION:

The Planning Board has recommend approval to Council, RZ 2011-46 with a change of the request from I-2 to I-1.

RZ 2011-46

5.79 Acres

Rezoning R-E & B-3 to I-1

Rezoning Petitioner: Richard Brown
Property Owner: Carolina Power & Light
Parcel Number(s) 05105020
Scale: 1" = 400'



Map produced by TOC/Planning
Date: July 15 2011
Disclaimer: Town of Clayton assumes no legal
responsibility for the information represented here.
Aerial Photography Date: February/March 2010

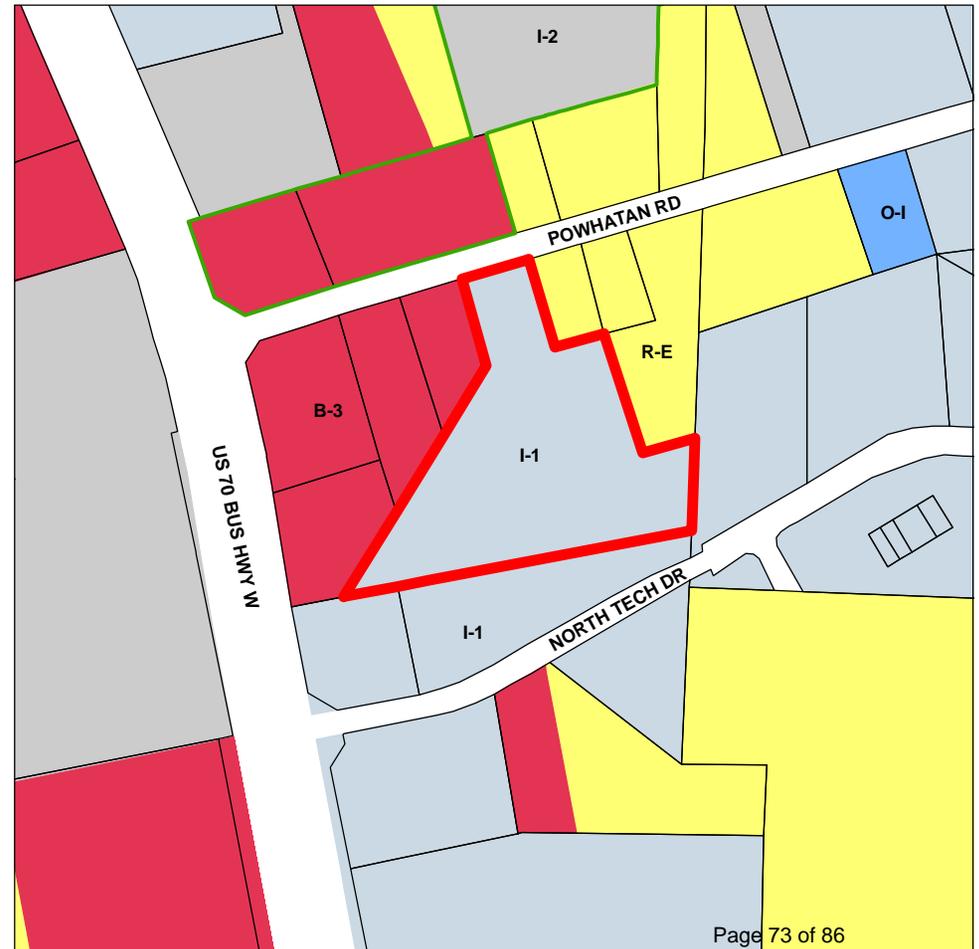
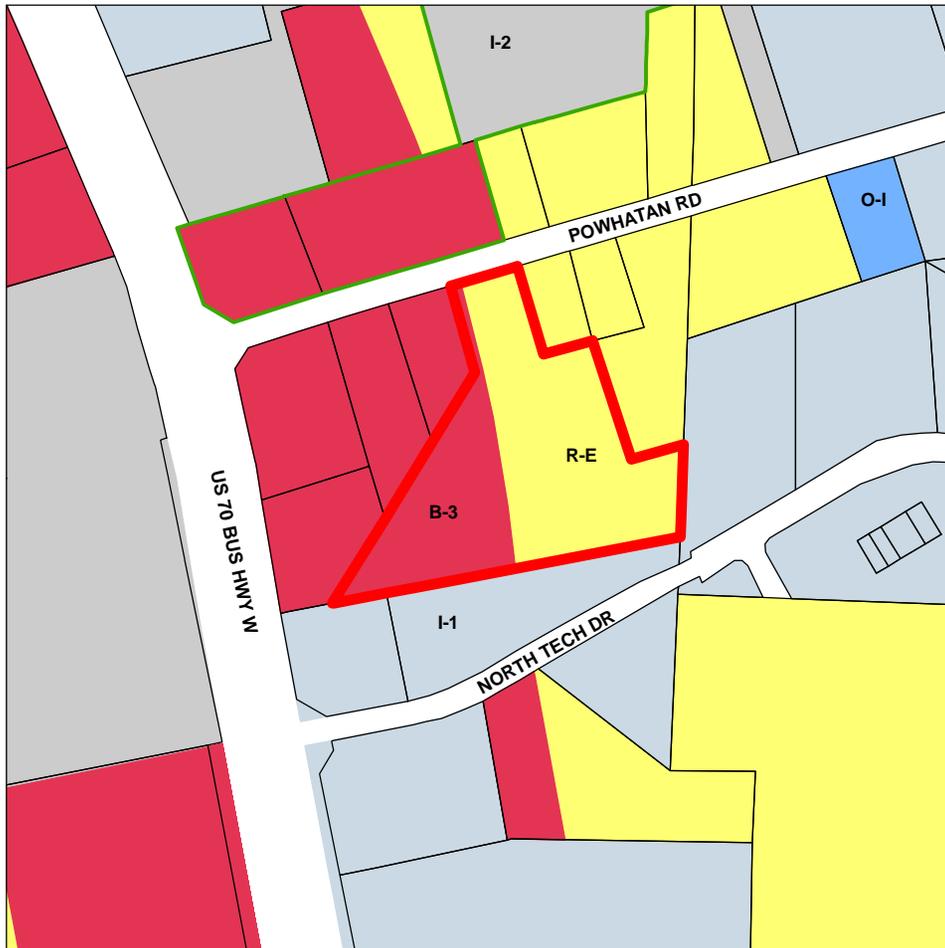
Existing Zoning

 Town Limits

1

Proposed Zoning

 Town Limits



RZ 2011-46

5.79 Acres

Rezoning R-E & B-3 to I-1

Rezoning Petitioner: Richard Brown
Property Owner: Carolina Power & Light
Parcel Number(s) 05105020
Scale: 1" = 300'

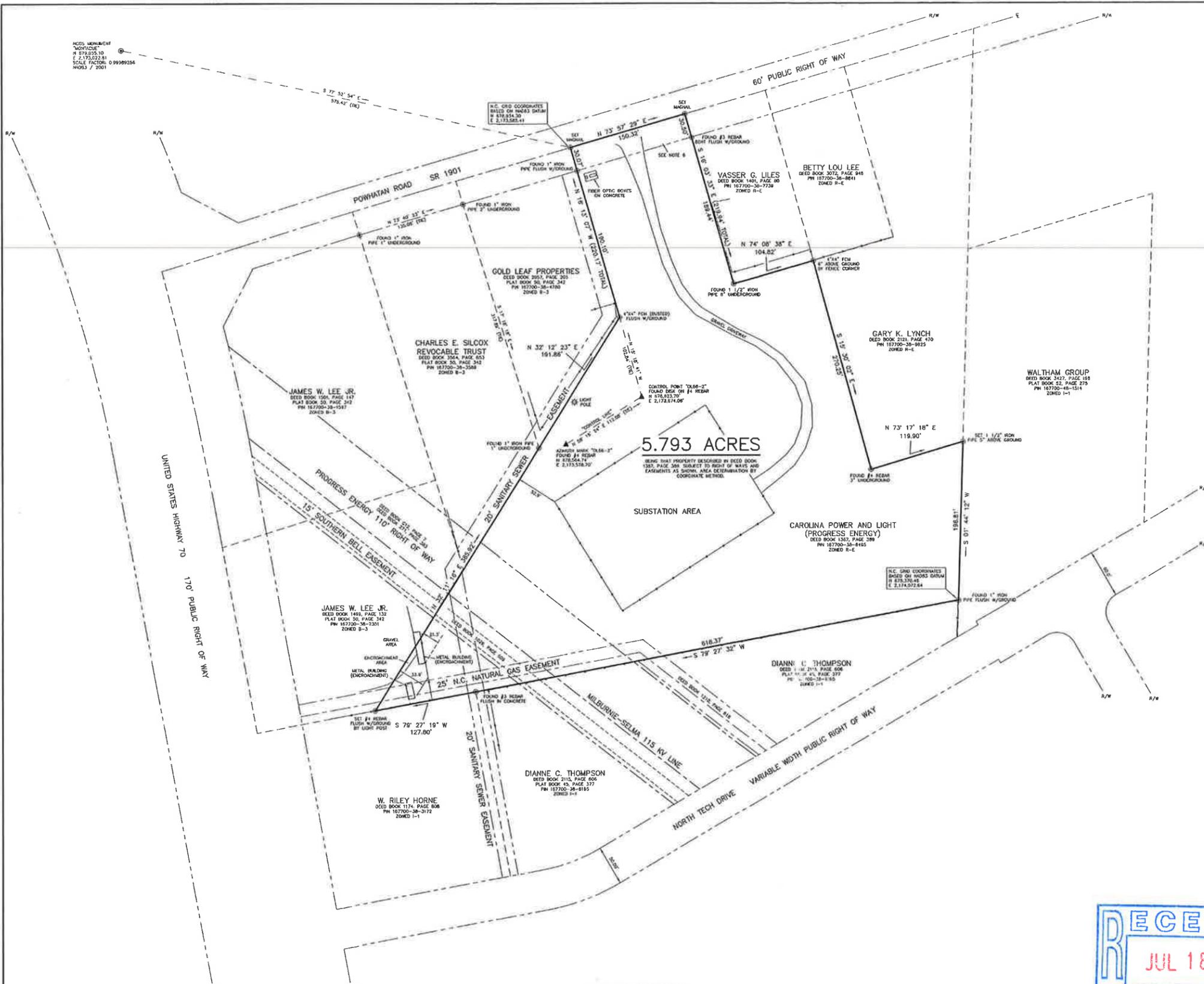


Map produced by TOC/Planning
Date: July 15 2011
Disclaimer: Town of Clayton assumes no legal
responsibility for the information represented here.
Aerial Photography Date: February/March 2010

Aerial View

1 Town Limits





- NOTES
1. ALL DISTANCES SHOWN ARE HORIZONTAL MEASUREMENTS.
 2. NCGS COGNATE SCALE FACTOR FOR THIS SITE IS 0.9998343.
 3. THIS MAP IS NOT PREPARED FOR RECORDATION AS PER G.S. 47-30.
 4. ZONING INFORMATION, IF SHOWN, IS AS PROVIDED BY THE JOHNSTON COUNTY GIS.
 5. THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL TITLE SEARCH. NO TITLE REPORT HAS BEEN SUPPLIED TO SURVEYOR.
 6. MULTIPLE UTILITIES INCLUDING, BUT POSSIBLE NOT LIMITED TO, WATER, SEWER, NATURAL GAS, PHONE, CABLE TV AND FIBER OPTIC RUN WITHIN THE RIGHT OF WAY OF POWHATAN ROAD ALONG THE NORTHERN PORTION OF SURVEYED PROPERTY.
 7. AN AREA OF ENCROACHMENT EXISTS AT THE SOUTHWEST CORNER OF SURVEYED PROPERTY AS SHOWN HEREON.

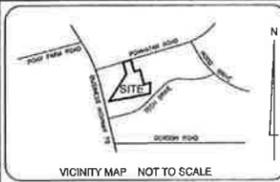


- REFERENCES
1. DEED BOOK 1387, PAGE 389 (SOURCE OF TITLE)
 2. PLAT BOOK 50, PAGE 342
 3. PLAT BOOK 45, PAGE 377
 4. PLAT BOOK 52, PAGE 275
 5. JOHNSTON COUNTY, NC TAX MAPPING

- LEGEND
- PROPERTY LINE (SURVEYED)
 - - - ADJOINING PROPERTY (NOT SURVEYED)
 - - - RIGHT OF WAY
 - - - FENCE LINE
 - ⊙ PROPERTY CORNER
 - ⊙ COMPLETED POINT (NO IRON SET)
 - ⊙ EASEMENT CORNER SET
 - ⊙ CONTROL CORNER



SURVEYOR'S CERTIFICATION
 I, JOHN C. GIBSON, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION FROM DEED BOOK 1387, PAGE 389 JOHNSTON COUNTY REGISTER OF DEEDS, THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED, THAT THE RATIO OF PRECISION AS CALCULATED IS 1:110,000+ AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56 1600).
 WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 6TH DAY OF JUNE, 2011.
John C. Gibson 6-6-11
 PROFESSIONAL LAND SURVEYOR L-4816 DATE



Dewberry
 Dewberry & Davis, Inc.
 6135 LAKEVIEW ROAD, SUITE 400
 CHARLOTTE, NORTH CAROLINA 28269
 PHONE: 704.509.9918
 FAX: 704.509.9937
 License: F-0679

Progress Energy
 Progress Energy Carolinas, Inc. Raleigh, NC
 Clayton Industrial 115kV Substation
 SITE BOUNDARY SURVEY
 LOCATION Johnston County, North Carolina
 SCALE 1" = 60' SCALE RATIO 1:1
 DRAWN T. Dennis CHK. JCG APP. V. Russell
 DATE JUNE 6, 2011 DWG. NO. 1 of 1

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

Agenda Item: 6a

Meeting Date: 9/06/11

TITLE: DISCUSS PEG CHANNEL OPERATIONS AGREEMENT.

DESCRIPTION: Attached.

RELATED GOAL: Administrative.

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
8-15-11	Discussion.	Agreement.
9-06-11	Discussion.	Agreement.

PEG OPERATIONS AGREEMENT

DRAFT FOR REVIEW

THIS AGREEMENT ("Agreement") is hereby entered into by and between the Town of Clayton, a North Carolina municipal corporation ("Clayton"), and East Wake Television ("EWTV"), a North Carolina non-profit corporation.

WITNESSETH

WHEREAS, EWTV is owned and operated by the four partnership towns of Knightdale, Rolesville, Wendell and Zebulon ("Partnership"); and

WHEREAS, EWTV currently provides community access television content and operations for its partnership towns; and

WHEREAS, EWTV broadcasts two existing channels known as "East Wake Television" channel 22 and "Wake Public Television" channel 181; and

WHEREAS, Clayton broadcasts one existing channel known as "WTOC" channel 11; and

WHEREAS, the Parties are committed to the delivery of the highest possible level of community access television programming to the citizens and residents of their broadcast areas; and

WHEREAS, Clayton desires EWTV to provide content and operations of WTOC for the citizens and residents of their broadcast area;

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1. Definitions.

For all purposes of this Agreement, unless the context requires otherwise, the following capitalized and underlined terms shall have the following meanings:

"East Wake Television" shall mean the partnership non-profit organization that operates the various PEG Channels funded pursuant to this Agreement along with the appurtenant management and operations of said channels.

"Effective Date" shall mean the latest date of execution by anyone of the Parties as evidenced from the signature pages of this Agreement.

"Expiration Date" shall mean 11:59 p.m. Eastern Daylight Time on that date marking the end of the Term.

"PEG Channels" shall mean any public, educational, or governmental access channels provided to any

or all Parties to this Agreement by Time Warner Cable and/or AT&T, its successors in interest, or other Cable System (as defined by the State) providing Cable Service (as defined by the State) within the jurisdictions of the Parties.

"Permanently Installed Equipment" shall mean equipment and cabling fastened to real property where removal would damage the real property.

"State" shall mean the State of North Carolina along with any agency of the State of North Carolina charged with administering the provisions of the Act.

"Term" shall mean collectively the Initial Term plus any Subsequent Terms created pursuant to this Agreement.

ARTICLE 2. Operations Agreement.

- 2.1. Clayton hereby agrees and covenants it shall fund East Wake Television pursuant to the terms of Article 4.
- 2.2. Initial Term. The term of this Agreement shall be five (5) years from the Effective Date.
- 2.3. Subsequent Terms. The Parties agree and acknowledge that this Agreement may be terminated by any one Party to this Agreement by Notice to the other Parties made no less than ninety (90) days prior to the Expiration Date (the "Termination Right"). Should any Party exercise its Termination Right, this Agreement shall terminate upon the Expiration Date. Should no Party exercise its Termination Right pursuant to this subsection, the Term shall automatically renew for an additional three (3) years measured from the end of the Term (the "Subsequent Terms").
- 2.4. Meetings. The Parties shall meet at least quarterly to discuss the management, operations and programming of WTOC.

ARTICLE 3. Content and Programming

- 3.1. All programming provided on WTOC shall be non-commercial in nature.
- 3.2. Programming provided on WTOC shall be non-political in nature. Current office holders may appear on the channel and the channel may broadcast appropriate candidates forums.

- 3.3. Programming shall be provided on WTOC to meet the minimum requirements of North Carolina state statutes.
- 3.4.1.1. At the request of Clayton EWTV will purchase and install the audio, video, cabling and computer equipment necessary to broadcast Clayton Town Council meetings, currently two per month.
- 3.4.1.2. EWTV will train Clayton employees on the operation of audio/video equipment.
- 3.4.1.3. EWTV will be available at Clayton's request to record and broadcast the two monthly Town Council meetings on WTOC at the time designated by Clayton.
- 2.4.2.1. EWTV will provide access and support services to allow Clayton to fully utilize the EWTV Studio for various programming uses. Clayton will schedule the use of the Studio in advance.
- 2.4.2.2. Designated Clayton staff will have access to all shows produced by EWTV for broadcast on WTOC.
- 3.4.3 Clayton will provide reasonable space for the location of equipment and broadband internet service.
- 3.4.. EWTV will record, edit and broadcast on WTOC two regular shows;
- 3.4.4.1. A 28-minute monthly government operations show with the designated Clayton representative serving as the show's Producer and Scriptwriter.
- 3.4.4.2. A 5-minute weekly news show with the designated Clayton representative serving as the show's Producer and Scriptwriter.
- 3.4.5. Beginning after September 2012 EWTV will record, edit and broadcast special events during the year scheduled in advance by Clayton, including the Clayton Christmas Parade, Independence Day Celebration and the selected Clayton Center productions and performances. Others may be included upon request by Clayton.
- 3.4.6. EWTV may relocate the designated Clayton PEG related hardware to the EWTV Studio and shall maintain, schedule and operate that equipment for the benefit of Clayton.
- 3.4.7. EWTV shall provide Clayton with audio/video equipment for its use in recording shows, either as loaned equipment or, when appropriate, purchased and assigned to Clayton as the budget allows.
- 3.4.8. The Clayton Deputy Town Manager shall be the normal contact with EWTV and shall approve the content broadcast on WTOC. In the absence of the Deputy, the Town Manager or other designee will serve as the point of contact.

ARTICLE 4. East Wake Television Funding

- 4.1. Source of Funds. For the purpose of ensuring that adequate financial resources are available to accomplish the goals of the Parties, hereto, Clayton shall certify to the State on or before the due date established by the North Carolina Department of Revenue each year of Term the number of qualifying PEG Channels operated by the Parties, currently WTOC and Wake Public Television.
- 4.2. Funds received on or after June 15, 2011, shall be due on receipt to EWTV.
- 4.3. At the request of the Station Manager, Clayton shall apply for grant monies available to PEG Channels, including but not limited to the PEG Channel Fund established by N.C. Gen. Stat. § 66-359 with EWTV providing any required matching funds.

ARTICLE 5. Title to Property

- 5.1. Title to all personal property, equipment, and inventory previously committed to East Wake Television shall remain in the Party or Parties owning such property immediately prior to the Effective Date.
- 5.2. Notwithstanding the foregoing paragraph, title to any permanently installed equipment or fixtures acquired during the Term shall be with the fee owner of the real property to which the installed equipment or fixtures are affixed.
- 5.3. Title to any real property constructed on previously owned property shall remain in the Party holding title to such property.

ARTICLE 7. Termination

- 7.1. Except in accordance with the provisions of Section 2.3 hereinabove, no Party shall have the right to withdraw participation in this Agreement without the consent of all other Parties.
- 7.2. This Agreement shall not be terminated prior to the end of its Term except by agreement of all Parties except as contained in this article.
 - 7.3.1 This Agreement may be terminated by any Party if the N.C. General Assembly ends the current method of funding PEG channels.
 - 7.3.2. This Agreement shall void if Clayton becomes a partner in East Wake Television.

ARTICLE 8. Miscellaneous Provisions

8.1. Notices. Any notice, demand, consent, agreement, request or other communication required to be given, served, sent or obtained hereunder (a "Notice") must be in writing, and must be either (i) mailed by first-class mail, registered or certified, return-receipt requested, postage prepaid, (ii) hand delivered personally or by nationally recognized courier service, fees prepaid or (iii) transmitted by telecopy, addressed as follows:

8.2.

If to Clayton:

Town of Clayton
c/o Town Manager
P.O. Box 879 (Mailing)
111 E. Second Street (Physical)
Clayton, NC 27528

If to EWTN:

Station Manager
954 Steeple Square Court
Knightdale, NC 27545

8.3. Each party may designate by notice a new address to which any Notice thereafter may be given, served, or sent. Each Notice that is delivered in the manner described above will be deemed given and received for all purposes at the earlier of such time as it is delivered to the addressee (with the return-receipt, courier delivery receipt or telecopy answer-back confirmation being deemed conclusive evidence of such delivery) or such time as delivery is refused by the addressee upon presentation.

8.4. Amendments. No modification or amendment of this Agreement will be valid or binding upon any Party unless in writing and signed by the Party against whom such modification or amendment is asserted.

8.5. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to an interlocal agreement for the joint funding and operations of East Wake Television. All previous undertakings or agreements between the parties with respect to these matters are merged herein and superseded hereby. No representation, promise, or inducement not included herein shall be binding on any Party hereto.

8.6. Transferability. No additional Parties shall be allowed to participate during the Initial Term of this Agreement. This Agreement shall not be transferred or assigned, either voluntarily or involuntarily. Any purported transfer or assignment of a Party's rights under this Agreement shall be null and void, and shall not transfer any rights, interest or title to the purported transferee.

8.7. Interpretation. If there arises any issue regarding the intent of the Parties to this Agreement or the interpretation of any provision of this Agreement or any ambiguity arising from this Agreement, no presumption or burden of proof shall arise favoring or disfavoring any Party, and this Agreement shall not be strictly construed against any party. When the context in which a word is used in this Agreement indicates that such is the intent, a word in the singular number shall include the plural and vice-versa, and a word in the masculine gender shall include the

feminine and neuter and vice-versa. Any use in this Agreement of any form of the verb "to include" means the word stated but not limited to. The paragraph headings or titles used in this Agreement are for convenience only and shall not define, limit, extend or interpret the scope of this Agreement or any particular section, paragraph or provision of this Agreement. Any reference in this Agreement to any statute, code, rule or law (collectively or individually, a "Law") shall include any amendments to the Law referred to, any comparable successor Law that replaces the Law referred to, as well as any amendments to any such successor Law.

- 8.8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without giving effect to any conflict of law rule or provision thereof that would cause the application of the laws of any other jurisdiction.
- 8.9. **Faxed Signatures.** Any Party to this Agreement transmitting its signature on this Agreement by telecopy shall be deemed to have accepted and adopted such telecopy signature as that Party's original signature, and to have accepted that the same is sufficient to bind that party to this Agreement as if that Party's original handwritten signature were attached hereto, it being the intention of the Parties that a telecopy signature on this Agreement is binding from the time a copy of this Agreement with a Party's signature is telescoped to another party hereto, and that any person may rely on the authority thereof for implementing the provisions of this Agreement.
- 8.10. **Severability.** The Parties intend that this Agreement be enforced to the fullest extent permissible under the Law and public policy applied by any jurisdiction in which enforcement is sought. Accordingly, if any provision, sentence, phrase or word of this Agreement, or the application thereof to any person or circumstance, or the enforceability thereof in any jurisdiction, is held invalid, the remainder of this Agreement, or the application of such provision, sentence, phrase or word to persons or circumstances other than those as to which it is held invalid, or the enforceability thereof in other jurisdictions, shall not be affected thereby.
- 8.11. **Agreement in Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature pages, and this Agreement may be executed by the affixing of the signatures of each of the Parties to one of such counterpart signature pages. All of such signature pages shall be read as though one and they shall have the same force and effect as though all of the signers had signed a single signature page.
- 8.12. **Definitions.** Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Act.
- 8.14. **Force Majeure.** If either Party is delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strike, lockouts, labor troubles, power failure, riots, insurrection, war, fire, earthquake, flood, explosion, governmental sanctioned embargo, acts of God, inclement weather or other reason beyond such Party's control of like or unlike nature or cause, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to

the period of such delay.

- 8.15. Third-party Beneficiaries. Except as may be otherwise expressly provided herein, this Agreement shall not confer any rights or remedies upon any person or entity other than the Parties hereto, and their respective successors and permitted assigns.
- 8.16. Injunctive Relief. The Parties acknowledge that any breach or violation of this Agreement will cause irreparable harm to the non-breaching Parties for which there is no adequate remedy at Law. Accordingly, in addition to any other remedies available at law or equity, any Party hereto that is aggrieved by a breach or threatened breach of any of the provisions of this Agreement shall be entitled to seek from any court of competent jurisdiction an order for specific performance and/or for temporary and/or permanent injunctive relief to enforce the provisions of this Agreement without the necessity of proving actual damages or posting bond or other security. .

IN WITNESS WHEREOF, the Parties have caused this Agreement executed by their duly authorized officers as of the date noted below each officer's signature.

Town of Clayton
A North Carolina municipal corporation

By: _____
Name: Steve Biggs
Title: Town Manager
Date: _____

Attest: _____ [Municipal Seal]

By: _____
Name: Sherry Scoggins
Title: Town Clerk
Date: _____

East Wake Television
A North Carolina non-profit corporation

By: _____
Name: Gary McConkey
Title: Station Manager
Date: _____

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

Agenda Item: 7a

Meeting Date: 9/06/11

**TITLE: PROCLAMATION – SEPTEMBER 2011 AS LYME DISEASE
AWARENESS MONTH.**

DESCRIPTION: Attached.

RELATED GOAL: Administrative.

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
9-06-11	Approval.	Proclamation.

TOWN OF CLAYTON
PROCLAMATION – SEPTEMBER 2011 AS LYME DISEASE AWARENESS MONTH

WHEREAS, infected ticks carrying the bacteria, *Borrelia burgdorferi* which causes Lyme disease, continue to spread throughout North Carolina; and

WHEREAS, the total numbers of both suspected and confirmed Lyme disease cases reported to our state health department, continues to rise each year with over nearly 900 case events reported in 2010. Additionally, the Center for Disease Control estimates that Lyme disease may be under-reported by a factor 10 to 1 over actual cases; and

WHEREAS, the North Carolina Division of Public Health now encourages physicians and health care professionals to consider the diagnosis of Lyme disease in patients who present the symptoms of infection, even if the patient has no travel history outside of North Carolina; and

WHEREAS, Lyme disease is difficult to diagnose because it imitates other conditions and no reliable laboratory test can prove who is either infected or bacterial-free, which often leads to under-diagnosis or misdiagnosis; and

Whereas, early indicators of infection include flu-like symptoms, characterized by chills, headache, fatigue, muscle and joint aches and swollen lymph nodes; and

WHEREAS, weeks or months later, patients with untreated or under-treated Lyme disease can suffer from permanent and sometimes life-threatening damage to the brain, joints, heart, eyes, liver, spleen blood vessels and kidneys. For this reason it is imperative that all who may be exposed to Lyme disease receive immediate treatment; and

WHEREAS, the best solution to reduce the risk of contracting Lyme disease is awareness and education about the seriousness of the illness and the need for residents, especially children, to practice personal preventive techniques when engaging in outdoor activities - such as frequent tick checks, use of tick repellent and proper tick removal; and

WHEREAS, the warm summer months are considered the most active time for ticks and when the majority of residents are exposed to ticks during outdoor activities. Therefore it is important that residents are aware of Lyme disease and the preventive measures they can take to minimize the risk of infection.

NOW THEREFORE the Honorable Mayor and Clayton Town Council proclaim the month of September 2011 as *Lyme Disease Awareness Month* and urge citizens to learn all they can about this disease and its symptoms to enable them to seek early medical treatment.

DULY PROCLAIMED this 6th day of September 2011, while in regular session.

Jody L. McLeod
Mayor

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

Agenda Item: 9c

Meeting Date: 9/06/11

TITLE: TOWN CLERK

DESCRIPTION: Calendar of Events:

- 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:
9-06-11

Action:
N/A.

Info. Provided:
Calendar of Events.