

Jody L. McLeod
MAYOR

Bruce Thompson
TOWN ATTORNEY

Steve Biggs
TOWN MANAGER



Bob Satterfield
R.S. "Butch" Lawter, Jr.
Art Holder
Jason Thompson
COUNCIL MEMBERS

Michael Grannis
MAYOR PRO TEM

TOWN COUNCIL MEETING

AUGUST 19, 2013

AGENDA

MAYOR AND TOWN COUNCIL

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

**COUNCILMAN ART HOLDER
COUNCILMAN R.S. "BUTCH" LAWTER, JR.
COUNCILMAN JASON THOMPSON**

TOWN STAFF

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

AGENDA
THE WORK SESSION MEETING OF THE CLAYTON TOWN COUNCIL

MONDAY, AUGUST 19, 2013
6:30 PM

THE CLAYTON CENTER
COUNCIL CHAMBERS

1. **CALL TO ORDER**
Pledge of Allegiance & Invocation – Mayor Jody L. McLeod
2. **ADJUSTMENT OF THE AGENDA**
3. **ACTION AGENDA**
 - a. Draft minutes from the August 5, 2013, work session.
 - b. Certificate of Sufficiency and resolution noticing public hearing for annexation petition 2013-07-01 submitted by Harvey Moss of C&H Rentals for property located at 1018 West Stallings Street.
 - c. Notice of public hearing for proposed text amendments to Chapter 155 (Item 5f).
4. **INTRODUCTIONS AND SPECIAL PRESENTATIONS**
 - a. Introduction of new Town of Clayton employee(s).
 - b. Presentation of Squealin on the Square request.
 - c. Presentation of Shindig request.
5. **ITEMS SCHEDULED FOR THE REGULAR MEETING AGENDA**
 - a. Presentation of revisions to the Town of Clayton Customer Service Policy Manual.
 - b. Presentation of revision to the Recreation Fees as posted in the Town’s Comprehensive List of Fees and Charges.
 - c. Presentation of resolution for Water and Sewer Systems Revenue Bonds, Series 2013 that will be sold to the USDA
 - d. Presentation of second supplement with NCDOT for the Clayton Community Center (CCC) Pedestrian Connector.
 - e. Presentation of Secondary Road Right of Way Agreement.
 - f. Presentation of text amendments to Chapter 155 for the following sections:
 - Section 155.400 “Access”
 - Section 155.401 “Off-Street Parking and Loading”
 - Section 155.403 “Signs”
 - Section 155.713 “Sign Permit” &
 - Section 155.714 “Common Signage Plan”
6. **ITEMS CONTINGENT FOR THE REGULAR MEETING**

7. **ITEMS FOR DISCUSSION**
8. **OLD BUSINESS**
 - a. Status of 110 West Front Street, former Red & White Store.
 - b. Status of the acquisition of easements for the Clayton-Raleigh sewer transmissions project.
9. **STAFF REPORTS**
 - a. Town Manager
 - Update on off-budget equipment request(s) for Town departments.
 - b. Town Attorney
 - c. Town Clerk
 - Calendar of Events
 - d. Other Staff
10. **OTHER BUSINESS**
 - a. Informal Discussion & Public Comment.
 - b. Council Comments.
11. **ADJOURNMENT**

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

Agenda Item: 3a

Meeting Date: 8/19/13

TITLE: DRAFT MINUTES FROM THE AUGUST 5, 2013, WORK SESSION MEETING.

DESCRIPTION: Minutes.

RELATED GOAL: Administrative

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
8-19-13	Approval.	DRAFT 8/5/2013 minutes.

**MINUTES
CLAYTON TOWN COUNCIL
AUGUST 05, 2013**

The first regular meeting of the Clayton Town Council for the month of August was held on Monday, August 05, 2013, at 6:30 PM at Town Hall, 111 East Second Street.

PRESENT: Mayor Jody L. McLeod, Mayor Pro Tem Michael Grannis, Councilman Bob Satterfield, Councilman R.S. “Butch” Lawter Jr., Councilman Art Holder, and Councilman Jason Thompson.

ALSO PRESENT: Steve Biggs, Town Manager; Katherine Ross, Town Attorney; Sherry Scoggins, Town Clerk; David DeYoung, Planning Director; Christie Starnes, Library Director; Lee Barbee, Fire Chief; Bruce Naegelen, Downtown Development Coordinator; Larry Bailey, Parks & Recreation Director; Tim Simpson, Public Works & Utilities Director; Dale Medlin, Electric System Director; Stacy Beard, Public Information Officer; Tommy Roy, Information Services Technician.

ITEM 1. CALL TO ORDER

Mayor McLeod called the meeting to order at 6:35 PM. Mayor McLeod gave the invocation.

ITEM 2. ADJUSTMENT OF THE AGENDA

The following adjustment of the agenda was requested:

- Add as Item 9c, closed session to consult with the Town Attorney in accordance with NC GS 143-318.11 (a) (3)

It was the consensus of the Council to proceed with the agenda as adjusted.

ITEM 3. ACTION AGENDA

Councilman Thompson and Councilman Lawter simultaneously motioned to approve the action agenda as presented; Mayor Pro Tem Grannis seconded the motion. The motion carried unanimously at 6:37 PM with the following action agenda items being approved:

- Item 3a. Draft minutes from the July 15, 2013, work session meeting.
- Item 3b. Parks and Recreation Comprehensive Plan Update.
- Item 3c. Amendment to the Town’s Comprehensive List of Fees and Charges: Cemeteries.

- Item 3d. Resolution directing the clerk to investigate a citizen initiated annexation petition submitted by Harvey Moss of C&H Rentals for property located at 1018 West Stallings Street.
- Item 3e. Warranty acceptance of Spring Branch Medical & Commercial Park, Phase 2.

ITEM 4. INTRODUCTIONS AND SPECIAL PRESENTATIONS

- Item 4a. Recognize the Town of Clayton Public Works Streets crew for the FY 12-13 Sidewalk Handicap Ramp Installation Project.

Public Information Officer Stacy Beard stated a video was made to recognize the work by our public works street crew to make Town sidewalks ADA compliant.

The Council applauded the public works street crew efforts to make Clayton accessible and mobile.

ITEM 5. PUBLIC HEARINGS

- Item 5a. Evidentiary hearing for subdivision request SUB 2013-08 for Old Fields Subdivision located off of Corbett Road.

Mayor Jody McLeod announced subdivision application SUB 2013-08 for Old Fields Subdivision located at Corbett Road and US 70 HWY Bypass has been noticed for an evidentiary hearing at 6:42 PM. He called upon Town Attorney Katherine Ross to explain the rules of procedure for an evidentiary hearing.

Town Attorney Katherine Ross introduced the evidentiary hearing procedures used for subdivision application SUB 2013-08. She explained this has been before the Council previously. She stated it came to our attention it was not properly noticed so it is being done again to good measures to ensure there are no issues.

Mayor McLeod called all those wishing to give evidence, whether for or against the subdivision application, to come forward and be sworn in. Town Clerk Sherry Scoggins administered the oath to: David DeYoung, Steve Biggs, Aley Gilbert, and Michael Blinson.

Town Attorney Ross stated the staff does not have to repeat the presentation in its entirety.

Planning Director David DeYoung stated the applicant has requested one change to the previous approval. He stated at the previous approval a waiver was granted for one side of the street. He stated the request is to allow for a

waiver for sidewalk on both sides of the street. He stated if this were a 10 or 11 unit subdivision, it would not require sidewalk. He stated because of the location, it is in the (Johnston) County Environmentally Sensitive Overlay District. He stated instead of the 50 percent impervious surface area under the Town regulations, this may have 60 percent impervious surface area under the County regulations. He stated adding sidewalks would significantly impact the ability to build houses of the size that would be appropriate for the size lots. He stated staff is recommending to amend the waiver.

Town Attorney Ross stated at the previous hearing there was a fee in lieu accepted for one side of the street with a requirement for sidewalk to be built on the other side of the street. She stated it was not a waiver of the requirement for the sidewalk. She stated she would re-state the request before the Council.

Planning Director DeYoung re-stated the request is to either have five foot sidewalks on one side of the street or a fee in lieu for sidewalks on both sides of the street per section 155.602 (H) of the Town of Clayton Code of Ordinances. He stated the previous approval was for a fee in lieu on one sidewalk with sidewalk on the other and the request by the applicant is to pay the fee in lieu for both sides of the street.

Councilman Satterfield stated he thought Council granted sidewalk on one side of the street and not on both sides.

Planning Director DeYoung stated in the affirmative. He added the applicant is requesting a fee in lieu for all sidewalks in the subdivision.

Councilman Satterfield questioned if Council was requiring sidewalk on the right side of the street and a fee in lieu for the left side of the street.

Planning Director DeYoung stated in the affirmative.

Mayor Pro Tem Grannis stated his understanding is the fee in lieu was waived. He stated in reviewing the minutes from the previous meeting that is not the case.

Councilman Satterfield stated his understanding is instead of sidewalks on both sides to only place on one side or fee in lieu for the one side. He stated the Council discussed sidewalk in the subdivision but not around the bulb of the cul-de-sac.

Planning Director DeYoung stated in the affirmative. He added what the applicant is requesting is to have the option of paying a fee in lieu instead of having any sidewalk within the subdivision.

Mayor McLeod questioned if the fee in lieu is calculated for all of the sidewalk or only the one side.

Planning Director DeYoung stated it would be calculated for all of the sidewalk.

Mayor Pro Tem Grannis questioned the estimated fee in lieu amount for this project.

Planning Director DeYoung stated Mr. Gilbert provided a figure at the last meeting per linear foot.

Mr. Gilbert stated he does not have an exact amount.

Mayor Pro Tem Grannis stated a letter and a quote are in the agenda packet. He stated the high quote appears to be \$16,976. He questioned if that is the fee in lieu for this project.

Planning Director DeYoung stated fee in lieu or payment for public infrastructure is reviewed by the Public Works Director and then set.

Councilman Satterfield stated the request before Council this evening is for a fee in lieu of everything.

Planning Director DeYoung stated the request is for the fee in lieu in the event there is an issue with the impervious surface.

Mayor Pro Tem Grannis stated he would like to raise a question. He stated with respect to the sensitive environmental situation, it could create a dilemma for the square footage of the homes if the sidewalk is required. He questioned is it reasonable for the Council to accept no fee in lieu for sidewalk.

Planning Director DeYoung stated that is at the discretion of Council.

Mayor Pro Tem Grannis questioned if it is appropriate to request the Council waive both.

Mayor McLeod stated he is not in favor of that because the point behind the fee in lieu is to have a revenue stream that allows the Town to expand and repair current sidewalk. He stated if the wish is to opt out of the fee in lieu, then the Town (staff) can calculate what is deemed to be the correct estimate and use that option.

Councilman Satterfield stated he concurs with Mayor McLeod. He added what concerns him is the developer could drop one lot and not have to put in sidewalk. He stated the next developer coming in may have one more lot and request a waiver. He stated he does not wish to set a precedent.

Planning Director DeYoung stated it is a case-by-case basis. He stated this subdivision is in the County's Environmentally Sensitive Overlay District. He stated it is a limited area that overlays with the Town of Clayton. He stated this is also in the Town's Scenic Highway Overlay District. He stated there are currently no sidewalks on Corbett Road nor are any sidewalks proposed for Corbett Road. He stated even if sidewalk was placed on one side of the street, the sidewalk will not connect to the main road. He stated these are the considerations when staff reviewed this request.

Councilman Satterfield stated he would be the first to admit that sidewalks are not for this subdivision. He stated but our rules do require sidewalk. He stated the question is, does the Council stand by its rules or review on a case-by-case basis.

Planning Director DeYoung stated the regulations allow for a choice by Council in certain circumstances. He added that the staff recommendation for this request for a fee in lieu for the sidewalk is acceptable.

Councilman Satterfield stated the Town Code of Ordinances is clear that if the subdivision was reduced by one, sidewalks are not required.

Councilman Holder stated he is not in favor of waiving the fees. He stated he does not want to set a precedent for other developers.

Mr. Michael Blinson stated he thought his request was for half the street and he is now learning that he is required to pay for all of the street.

Councilman Satterfield questioned Mr. Gilbert on the recollection of the sidewalk as he did not recall half.

Mr. Alsey Gilbert stated the discussion was that the long side would have sidewalk and the short side would be a fee in lieu. He stated the discussion was the bulb around the cul-de-sac would not be included.

Planning Director DeYoung stated they were going to put in sidewalk on one half of the street and pay a fee in lieu for the other half of the street. He stated the request now is to pay the fee in lieu. He added the subdivision regulations do require sidewalk on both sides.

Mayor McLeod stated that is correct.

Mayor Pro Tem Grannis stated his thanks to Council for taking into account his question and the comments.

As no one spoke in opposition, Mayor McLeod called the Council into deliberation at 6:58 PM.

Councilman Satterfield motioned to approve the request to accept payment for fee in lieu of sidewalk; Councilman Holder seconded the motion. Motion carried unanimously at 6:58 PM.

Councilman Lawter motioned:

Based on the substantial and competent evidence and testimony presented to the Town Council on this matter, the Council finds and concludes that Subdivision Application **SUB 2013-08**, subject to the conditions recommended by the Planning Board and Planning Staff:

1. Driveway Permits must be approved by NCDOT.
2. Existing wells must be closed out in accordance with state requirements.
3. Restrictive covenants or homeowners' association documents must state that the road will be maintained by the homeowners until such time as the road is accepted by NCDOT.
4. Per section 155.602(H)(4) of the Unified Development Code, ~~sidewalks shall be required on both sides of the street~~ and based on the fact that this the Johnston County Environmentally Sensitive Area and within the Town of Clayton Scenic Highway Overlay District, payment for fee in lieu of sidewalk for both sides of the street is acceptable; with a cost estimate to be prepared by the project engineer and approved by the Town of Clayton Public Works & Utilities Director for both sides of the street, excluding the cul-de-sac.

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

- (1) That the subdivision meets all required specifications of the Town Unified Development Ordinance;
- (2) That the subdivision will not be detrimental to the use or orderly development of other properties in the surrounding area and will not violate the character of existing standards for development of properties in the surrounding area;
- (3) That the subdivision design will provide for the distribution of traffic in a manner that will avoid or mitigate congestion within the immediate area, will provide for the unified and orderly use of or extension of public

infrastructure, and will not materially endanger the environment, public health, safety, or the general welfare; and

- (4) That the subdivision will not adversely affect the general plans for the orderly growth and development of the town and is consistent with the planning policies adopted by the Town Council.

Councilman Holder seconded the motion. Motion carried unanimously at 7:00 PM.

Councilman Holder 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 Subdivision Application **SUB 2013-08**.

Councilman Lawter seconded the motion. Motion carried unanimously at 7:00 PM.

- Item 5b. Public hearing for rezoning request RZ 2013-34 for the property known as the Clayton Spinning Mill located at 150 Mill Street; currently zoned O&I and requesting rezoning to B-1.

Planning Director David DeYoung provided the following PowerPoint presentation; herewith attached and incorporated into the record. He provided the following overview of RZ 2013-34:

- Applicant is requesting rezoning from O&I to B-1
- Applicant is Michael Hubbard
- Owner is HYC, LLC
- Request is part of a larger property that will come back in the near future as part of a comprehensive development
- Access is off of Central Street and East Front Street
- Request is generally consistent with Strategic Growth Plan
- Request is consistent with Downtown Master Plan as a re-use adaptive project
- Request is consistent with UDO
- Request is compatible with existing land uses
- Neighborhood meeting held on May 8, 2013
- Planning Board recommended approval
- Staff recommended approval

Mayor McLeod opened the public hearing at 7:03 PM. As no one came forward, Mayor McLeod closed the public hearing at 7:03 PM.

Mayor Pro Tem Grannis questioned if there will be future requests to rezone other parts.

Mr. Michael Hubbard stated the hope is yes. He stated a master plan development is hopeful. He stated phase one is putting tenants into the building and phase two is looking at the remainder of the building.

Mayor McLeod closed the public hearing at 7:05 PM.

Mayor Pro Tem Grannis motioned to approve the rezoning request as presented; Councilman Holder seconded the motion. Motion carried unanimously at 7:05 PM

Mayor Pro Tem Grannis motioned to approve the statement of consistency and reasonableness for the rezoning as included in the agenda packet; Councilman Holder seconded the motion. Motion carried unanimously at 7:05 PM.

Item 5c. Public hearing to receive citizen comment on the preliminary assessment roll for the John Street Sewer Improvement project.

Town Manager Steve Biggs stated this is a public hearing required by the North Carolina General Statutes to authorize the assessment for improvements to real property. He stated consistent with Town policy in this matter, the Town did a sewer line replacement for the John Street Townhomes property.

Mayor McLeod stated this has been noticed as a public hearing at 7:06 PM.

Ms. Janice Batts prepared a letter and submitted the letter into the record; herewith attached and incorporated. She stated she would like the Council to respond to paragraphs four and seven of the letter. She stated she would like to make her payments for the assessment by installment. She stated for paragraph seven she would be reimbursed and she has not heard anything since March 2013.

Town Manager Biggs stated in response to paragraph four, the NC GS provide that either the assessment is collected within a specified date or when ad valorem taxes are due. He stated to give the owners time for payment, the ad valorem tax date was chosen. He added the assessment can be paid at any time.

Ms. Batts questioned the payment for the assessment.

Town Clerk Sherry Scoggins stated the spreadsheet included in the last mailing is the preliminary assessment roll. She added if the Council adopts the

preliminary assessment roll this evening, then another notice is required 20 days after the date of adoption.

Mayor McLeod stated if the Council adopts the preliminary assessment roll this evening then that is when the clock begins. He stated a follow up notice will be sent after the preliminary assessment roll is confirmed by the Town Council.

Ms. Batts questioned if this can be paid earlier than January.

Town Manager Biggs stated in the affirmative.

Ms. Batts stated that is much better. She questioned what can be done for the request in paragraph seven.

Public Information Officer Stacy Beard stated she contacted her plumber but had not heard back from him. She apologized for dropping the ball and stated she would contact the plumber.

Ms. Batts stated she recalls the men working on the water main that day and believes that is why it backed up. She stated it was a verbal communication to her from the plumber who spoke with the crew working on the line.

Mayor McLeod stated written document from the plumber will help with this process.

Ms. Batts questioned when she signed the release her understanding was that she did not own the land.

Town Manager Biggs stated there are two types of easements. He stated there were temporary easements and a permanent easement. He stated the permanent easement is the owner of record surrounding the property.

Ms. Batts questioned where the sewer was located.

Town Manager Biggs stated the sewer was located on the private property of the townhomes.

Ms. Patsy West read a letter into the record and submitted the letter into the record; herewith attached and incorporated:

“I would like to take a few minutes to voice my concerns and frustrations regarding the John Street Townhome Sewer Project.

First of all, I do not feel as if I ever owned the sewer system. I did not purchase it and it is not in a private yard. I bought my townhome in December 1999. I never knew the sewer system was considered to be private, never knew it was supposedly owned by the townhome owners. Why did the town never let us know that we owned a sewer system? How did you make the determination that we own this sewer system? Just to be clear, I never had any problems with my sewer.

If I understand correctly, the original sewer lines were too small to service the 16 townhomes. It seems that issue should have been addressed before the original lines were put down. Why should we have to pay for that oversight or whatever you want to call it that was approved by the town?

I realize that nothing that is said here tonight will make a bit of difference. However, I must say to you that I feel as if I (we) are being railroaded, victimized, and taken advantage of by you. I highly resent the fact that I and the other homeowners must pay \$4,488.94 that we do not owe. To add insult to injury, you expect to receive payment by January 6. The timing for the payment is immediately after Christmas. What a hard-ship that will be for some of us. The timing of this schedule shows me you just don't care about us. Again, let me say, I don't owe the Town of Clayton \$4,488.94.

In closing, I would like to just say, respectfully, to you – that when speaking to a concerned citizen, please be respectful and courteous because some of you were not.”

Ms. Mary Fuller stated she has only been in her townhome for two years. She stated she had no water, sewer or other problems when she moved in. She stated the trees that were there were beautiful. She stated the dogwood and grass that were planted are dying. She stated Ms. Finch and Ms. McGee who live across the street were just as involved in the replacement of the streets. She stated Ms. Finch had requested that the crepe myrtles be placed against her house and they were not. She stated it would be fair to give Ms. Finch and Ms. McGee trees. She stated the sewer system was in the middle of the street. She requested this be reconsidered.

Mayor McLeod closed the public hearing at 7:25 PM.

Councilman Satterfield requested Ms. West to provide her written comments.

Ms. West stated she would. She added the one person who has been interested in their cause has been Stacy Beard. She stated she feels like the residents were not as informed as could be.

Mayor Pro Tem Grannis stated he knows there have been hardships for the folks on John Street. He stated he does have compassion for concerns and issues. He stated it will not be known if the sewer would be a problem because it has been upgraded. He stated because of those problems, the Town did what was felt to be in the best interest of the citizens. He stated he does respect the concerns and issues expressed. He stated he believes the process was as fair as it could be. He thanked the residents for attending.

Ms. West stated at the onset of this, several residents met with a Town official. She stated a question was asked on the approval process for the original sewer system that was installed. She stated the response was, “I have that paperwork, but I don’t have to show it to you and I’m not.”

Councilman Satterfield questioned who made the comment.

Town Manager Biggs stated he does. He stated that comment was not made when he addressed the group. He stated the townhomes were built over a decade ago and the Town does not have those plans. He stated his comment was that he did not know where those plans were.

Ms. West stated she disagrees. She added this process has been nerve wracking from the start. She added that it has yet to be explained how a homeowner owns a sewer system.

Mayor Pro Tem Grannis motioned to approve the assessment roll as presented; Councilman Lawter seconded the motion. Motion carried unanimously at 7:32 PM.

Item 5d. Public hearing to receive citizen comment on “piggyback” purchase of athletic field lighting for East Clayton Community Park.

Town Manager Biggs stated by utilizing the “piggyback” purchase for athletic field lighting for East Clayton Community Park, the Town saves time as well as transaction expense for the public bidding process.

Mayor McLeod opened the public hearing at 7:33 PM. As no one came forward, Mayor McLeod closed the public hearing at 7:33 PM.

Mayor Pro Tem Grannis motioned to approve the piggyback purchase for the athletic field lighting for East Clayton Community Park as presented; Councilman Holder seconded the motion.

Councilman Satterfield stated there are different options for payment. He questioned how this will be financed.

Town Manager Biggs stated the recommendation is to pay cash from the fund balance reserves.

Councilman Satterfield questioned if that is in the motion.

Mayor Pro Tem Grannis stated in the affirmative.

All Council members voted in favor of approving the motion at 7:34 PM.

Item 5e. Public hearing for text amendment to Town Code of Ordinance Chapter 155, section 402.

Planning Director David DeYoung provided the following PowerPoint presentation; herewith attached and incorporated into the record. He provided the following overview of text amendment to Chapter 155 Section 402 of the Town Code of Ordinances:

- Due to an advertising error, this is back before the Council
- Everything that was part of the previous record stands

Mayor McLeod opened the public hearing opened at 7:35 PM. As no one came forward to on this item, the public hearing was closed at 7:35 PM.

Mayor Pro Tem Grannis motioned to approve the ordinance amendment to Chapter 155 Section 402 of the Town of Clayton Code of Ordinances as presented; Councilman Lawter seconded the motion. Motion carried unanimously at 7:35 PM.

Mayor Pro Tem Grannis motioned to approve the Statement of Consistency and Reasonableness for the text amendment as included in the agenda packet; Councilman Lawter seconded the motion. Motion carried unanimously at 7:36 PM.

ITEM 6. OLD BUSINESS

Item 6a. Discussion of expanded library operating hours.

Deputy Town Manager Nancy Medlin stated in May at the budget work session there was discussion of operating hours at the library. She provided an overview of the operating hours; herewith attached to the record. She stated in order to achieve the proposed operating hours, one part-time position is requested for a cost of \$10,660. She stated the pay rate for part-time library assistant is requested for adjustment. She stated exam proctoring service is requested to be ended as this is offered by the private sector.

Councilman Satterfield questioned the dollar amount for the year for cost.

Deputy Town Manager Medlin stated it is the cost of the addition of the part-time person.

Councilman Satterfield motioned to approve as presented.

Mayor Pro Tem Grannis questioned if the additional funding is the FY 13-14 budget.

Town Manager Biggs stated it will come from the Council contingency.

Councilman Holder questioned when the new hours will begin.

Library Director Christie Starnes stated the new hours are slated to begin October 1.

Mayor Pro Tem Grannis seconded the motion.

All Council members voted in favor of approving the motion at 7:43 PM.

Item 6b. Status of 110 West Front Street, former Red & White Store.

Town Manager Steve Biggs stated this past Monday Town staff met with the custodian of the property. He stated the part of the canopy that was hazardous was removed. He stated some work has been done to shore up the structure. He stated a meeting on the design is forthcoming.

Mayor Pro Tem Grannis stated a concerned citizen questioned if asbestos is in the building and if there is any demolition.

Town Manager Biggs stated before any demolition work was initiated, an asbestos test was required and none was found.

Mayor Pro Tem Grannis stated there is a portion of an awning and he questioned if it is safe.

Town Manager Biggs stated it appears to be part of the original structure.

Item 6c. Status of the acquisition of easements for the Clayton-Raleigh sewer transmissions project.

Town Attorney Katherine Ross stated the notices of condemnation for six of the seven properties were served. She stated four of the return cards were received. She stated they will reach out to those owners to have additional conversations before filing a condemnation complaint. She stated the seventh property is being researched as it is an estate.

Item 6d. Memorial and Donation Policy.

Downtown Development Coordinator Bruce Naegelen stated a memo addressing concerns from the previous meeting and minor revisions were recommended to the policy. He stated the concern on the charge for maintenance was clarified. He stated he believes the policy is donor friendly and fiscally responsible.

Mayor Pro Tem Grannis stated he is displeased with the maintenance fee being the responsibility of the donor.

Town Manager Biggs stated the Town will not require a fee for maintenance. He stated the Town will evaluate on a case-by-case basis the item of donation to the Town. He stated an example would be a building to the Town, such as the Red and White building. He stated the donation of the building sounds good until evaluating the cost of rehabilitating the structure. He stated the policy would enable the Town to decline the donation.

Mayor Pro Tem Grannis stated the explanation is acceptable.

Councilman Holder requested the policy be re-worded to sound like what Town Manager Biggs explained.

Mayor Pro Tem Grannis read the following into the record:

“Maintenance: Donated elements, and/or their associate donation acknowledgements, become Town property. Accordingly, the Town has the duty to maintain the donation only for the expected life cycle of the donation. If the current information is on file, the donor will be informed and given the opportunity to take further action at the expiration of the original life cycle.”

Mayor Pro Tem read the following into the record:

“Cost: The Town has an interest ensuring that the donor covers the full-cost of

the purchase, installation, and maintenance during the expected life cycle of any donated elements. The Town also has an interest in ensuring that on-going maintenance costs do not negatively impact the resources available for maintenance of other Town facilities. **Consequently, the Town will provide quality, durable and low-maintenance choices to the donor in order to keep maintenance expenses low. The donation agreement will address the full cost of the donation.”**

Mayor Pro Tem Grannis stated he can understand Councilman Holder’s concern. He requested this to be more specific.

Town Manager Biggs recommended the following revisions:

- Section labeled maintenance is acceptable
- Section labeled cost, remove verbiage “and maintenance”

Councilman Holder stated the last paragraph is also a concern relating to ownership and he read the following into the record:

“The long-term care and maintenance of donated elements is important to both the donor and the Town. Periodic maintenance will be made on each donation to ensure that they remain in the highest quality. At the end of the donation’s life-cycle term, the donor may choose to extend the ~~life-cycle term~~ **at a current value outlined in a new donation agreement.** ~~by paying for the current value of a new donation and its associated maintenance cost.~~ The Town reserves the right to seek a new donor for the donation at the end of the established life cycle should the original donor choose not to renew the donation or if the Town has not been able to contact the original donor.

Councilman Holder stated his understanding is that the donation belongs to the Town.

Town Manager Biggs stated an example would be a bench. He stated a bench has a life cycle of 10 years. He stated 10 years down the road when it is time to replace the benches, whoever donated the bench would have first right to place a new bench in that location.

Town Manager Biggs recommended the owner may choose to extend the term to replace the donation with a like item at current value.

Mayor Pro Tem Grannis motioned to approve with the revisions; Councilman Holder seconded the motion. Motion carried unanimously at 8:02 PM.

ITEM 7. NEW BUSINESS

Item 7a. SCADA (Supervisory Control and Data Acquisition) Award.

Town Manager Biggs stated this item was in last year's water and sewer budget and the funds were re-allocated to this year's water and sewer budget.

Councilman Satterfield motioned to approve as presented; Councilman Thompson and Councilman Holder simultaneously seconded the motion. Motion carried unanimously at 8:03 PM.

Item 7b. Resolution recognizing Raindownus.org.

Mayor Pro Tem Grannis motioned to approve the resolution as presented; Councilman Holder seconded the motion. Motion carried unanimously at 8:01 PM.

ITEM 8. STAFF REPORTS

Item 8a. Town Manager

- Update on off-budget equipment request(s) for Town departments; previously presented at the June 17 meeting

Town Manager Steve Biggs requested an extension so that an additional piece of equipment may be included on the list for Council consideration. He stated based on this evening's presentation of the sidewalk project, an additional item with significant cost is being researched as the Town is dialoguing with a local industry for a discount for this piece of equipment.

Councilman Satterfield requested that when that item is before Council to include the remaining amount of Council contingency budget that is left after the library request. He also requested the amount and percentage of the fund.

Item 8b. Town Attorney

Town Attorney Katherine Ross stated no report.

Item 8c. Town Clerk

Town Clerk Sherry Scoggins stated the NCLM Annual Conference will be hosted in Hickory October 13 -15, 2013. She stated if a member would like to attend, to let her know and she would assist with registration.

Town Clerk Sherry Scoggins stated Open Recruitment for Town Boards launched on Thursday, August 1, 2013. She added prior to the launch of Open Recruitment the web pages for each board was reviewed and refreshed. She stated eligible members with terms expiring December 31, 2013, have been sent a letter and an application. She added Public Information Officer Beard is assisting with noticing the Open Recruitment.

Item 8d. Other Staff

Downtown Development Coordinator Bruce Naegelen displayed the post that will go in front of the Downtown Sculpture Trail. He stated the display includes bar code for scanning with the artist and art work description.

Public Information Officer Stacy Beard stated there was a visit with the website team. She stated the website team could feel the enthusiasm of the Town.

ITEM 9. OTHER BUSINESS

Item 9a. Informal Discussion and Public Comment.

No informal discussion and public comment were presented to the Town Council.

Item 9b. Council Comments.

Mayor Pro Tem Michael Grannis stated for John Street he is convinced the Council and staff went above and beyond in working with and communicating with the property owners.

Mayor Pro Tem Grannis stated he has noticed skateboards on Horne Square. He stated the benches are scuffed.

Mayor McLeod stated it is important to notify law enforcement. He stated the Town may wish to review the “No Skateboarding” signage.

Councilman Holder requested that the Town Engineer look at the benches and suggest if they can be modified so it is not conducive to skateboarders.

Item 9c. Closed session to consult with the Town Attorney on Wise Recycling v the Town of Clayton in accordance with NC GS 143-318.11 (a) (3).

Councilman Satterfield motioned to go into closed session to consult with the Town Attorney in accordance with NC GS 143-318.11 (a) (3). Mayor Pro Tem

Grannis seconded the motion. Motion carried unanimously at 8:14 PM.

Mayor Pro Tem Grannis motioned to return to open session. Councilman Lawter seconded the motion. Motion carried unanimously at 8:30 PM.

ITEM 10. ADJOURNMENT

Mayor Pro Tem Grannis motioned to adjourn; Councilman Satterfield seconded the motion. Motion carried unanimously at 8:31 PM.

Duly adopted by the Town Council this 19th day of August 2013, 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: 8/19/13

TITLE: CERTIFICATE OF SUFFICIENCY AND RESOLUTION NOTICING PUBLIC HEARING FOR A CITIZEN INITIATED ANNEXATION PETITION 2013-07-01 SUBMITTED BY HARVEY MOSS OF C&H RENTALS FOR PROPERTY LOCATED AT 1018 WEST STALLINGS STREET.

DESCRIPTION: Attached.

At its July 15, 2013, Council meeting, it was the consensus of the Council to place this item on the consent agenda.

At its August 5, 2013, Council meeting, Council approved the resolution directing the clerk to investigate the annexation petition received from Harvey Moss of C&H Rentals.

This item is slated for public hearing at the TUESDAY, September 3, 2013, Council meeting.

RELATED GOAL: Legislative.

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
7-15-13	Presentation.	Resolution & Map.
8-05-13	Approval.	Resolution & Map.
8-19-13	Public Notice.	Certificate of Notice, Resolution & Map.



**ANNEXATION PETITION 2013-07-01
1018 W. Stallings Street
Parcel: 05029026
Owner – C&H Rentals (Harvey Moss)
CONTIGUOUS, .56 +/- acres**

CERTIFICATE OF SUFFICIENCY

To the Town Council of the Town of Clayton, North Carolina:

I, Sherry L. Scoggins, Town Clerk, do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein, in accordance with G.S. 160A-31.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Clayton, this 12 day of August 2013.

**Sherry L. Scoggins, MMC
Town Clerk**

**ANNEXATION PETITION 2013-07-01
1018 W. Stallings Street
Parcel: 05029026
Owner – C&H Rentals (Harvey Moss)
CONTIGUOUS, .56 +/- acres**

**TOWN OF CLAYTON
RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION
OF ANNEXATION PURSUANT TO G.S. 160A-31**

WHEREAS, a petition requesting annexation of the area described herein has been received; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Clayton, North Carolina, that:

Section 1. A public hearing on the question of annexation of the area described herein will be held at The Clayton Center, Council Chambers, 111 East Second Street, at 6:30 PM on Tuesday, September 3, 2013.

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

As recorded at the Johnston County Register of Deeds Office in Deed Book 1438, pages 433-436:

Schedule A

BEGINNING at an existing concrete monument in the western right of way line of Liberty Loop Lane said monument being a common corner with Lot Six; thence running with the line of Lot Six South 52 degrees 10 minutes 23 seconds West 170.07 feet to an existing concrete monument located in the eastern right of way line of Stallings Street; thence running with the eastern right of way line of Stallings Street North 42 degrees 15 minutes 00 seconds West 205.77 feet to an existing axle located in the eastern right of way line of Stallings Street; thence running with the line of Lot Eleven North 53 degrees 04 minutes 40 seconds East 202.52 Feet to an existing concrete monument in the western right of way line of Liberty Loop Lane; thence running with the western right of way line of Liberty Loop Lane South 33 degrees 08 minutes 27 seconds East 202.64 feet to an existing concrete monument, said monument marking the point and place of **BEGINNING**, containing .87 acres more or less, according to a survey entitled "Physical Survey for C & H

Rentals” prepared by A. L. Lewis, RLS, dated April 13, 1995, to which reference is hereby made for a more complete and accurate description.

Said property is also known as Lot 7 through 10 Pound Farm as shown on plat recorded in Plat Book 5, page 3, of the Johnston County Registry.

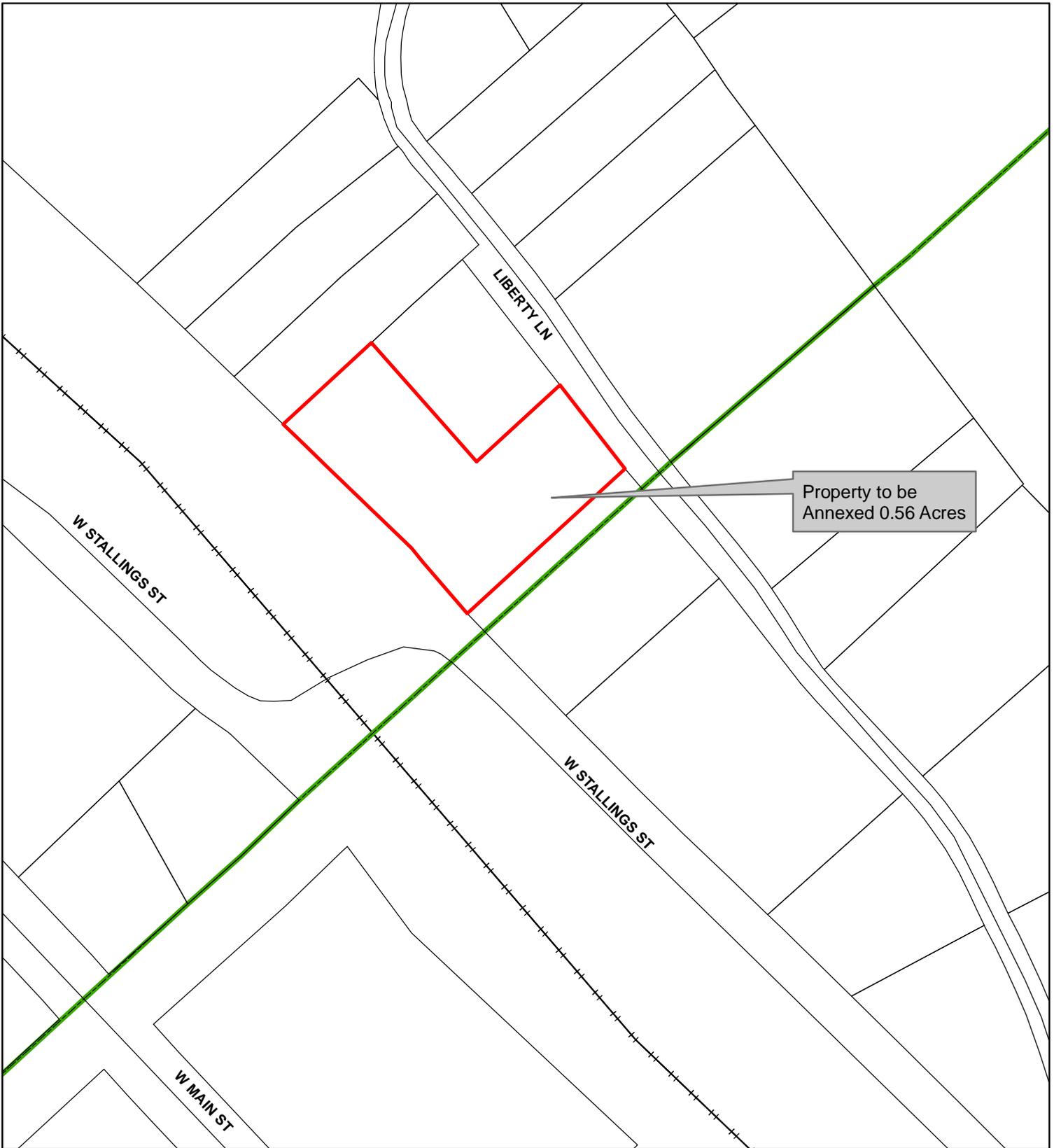
Section 3. Notice of the public hearing shall be published in the Clayton News-Star, a newspaper having general circulation in the Town of Clayton, at least ten (10) days prior to the date of the public hearing.

Duly adopted this 19th day of August 2013, while in regular session.

ATTEST:

Jody L. McLeod, Mayor

Sherry L. Scoggins, MMC; Town Clerk



Property to be Annexed 0.56 Acres

Legend

-  Clayton Town Limits
-  Clayton ETJ
-  Parcels
-  Roads
-  Railroads

Annexation Map

Applicant(s): C & H Rentals (Harvey Moss)
 Property Owner(s): C & H Rentals
 Parcel Number(s) 05029026
 File Number(s): Annex 2013-07-01



1 inch = 100 feet



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

Agenda Item: 3c

Meeting Date: 8/19/13

**TITLE: NOTICE OF PUBLIC HEARING FOR PROPOSED TEXT
AMENDMENTS TO CHAPTER 155 (ITEM 5F).**

DESCRIPTION: Public notice.

RELATED GOAL: Legislative

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
8-19-13	Public notice.	N/A.

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

Agenda Item: 4a

Meeting Date: 8/19/13

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

DESCRIPTION: Introduction(s).

RELATED GOAL: Administrative

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
8-19-13	Introduction(s).	N/A.

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

Agenda Item: 4b

Meeting Date: 8/19/13

TITLE: PRESENTATION OF SQUEALIN ON THE SQUARE REQUEST.

DESCRIPTION: The Clayton Chamber requests permission to use the town Square on Friday, October 4, 2013, beginning at 7 PM through Saturday, October 5, 2013, ending at 4 PM.

For the safety of the participants and patrons, the Clayton Chamber requests the temporary closure of Fayetteville Street on Friday, October 4, 2013, beginning at 3 PM until Saturday, October 5, 2013 at 4 PM.

RELATED GOAL: Think Downtown

ITEM SUMMARY:

Date:

Action:

Info. Provided:

8-19-13

Presentation

Letter from Clayton Chamber & Staff Report.

CLAYTON

NC

CHAMBER of COMMERCE

301 East Main Street • P.O. Box 246 • Clayton, NC 27528 • 919-553-6352 • 919-553-1758 fax

June 4, 2013

LETTER OF REQUEST

Clayton Town Council
c/o Mr. Steve Biggs, Town Manager
Town of Clayton
P.O. Box 879
Clayton, NC 27528

Dear Town Manager and Council Members,

The Clayton Chamber of Commerce will be holding the 3rd Annual Squealin' On The Square event in October which again this year KS Bank will serve as the Title Sponsor. The 2013 event is scheduled for October 4 - 5, 2013. This event will be a barbeque cooking competition and will include entertainment plus the selling of barbeque plates. Our goal will be to have a least 15 cooking teams competing for prize money and trophies.

TOWN SQUARE:

The Chamber staff respectfully requests the Council's permission to use the Town Square at the corner of Main and Fayetteville Street on Friday, October 4, 2013 through Saturday, October 5, 2013. We are planning to have one stage for the band. The stage will be set up in the grassy area, while the cookers will be located on the paved parking area of the Town Square as well as on Fayetteville Street from Second St. to First Street.

The cooking competition will begin on Friday night at 8:00 pm and judging will begin at 8:00 a.m. Saturday. Barbeque plates will go on sale at 12 noon on Saturday and our entertainment will begin on Friday evening at 7:00 p.m. until 10:00 p.m., then again on Saturday beginning at 12 noon until 3:00 p.m.

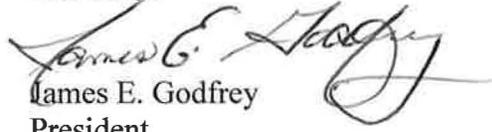
STREET CLOSURES:

We request that Fayetteville Street be closed between Main and Second Street on Friday, October 4, 2013 beginning at 3:00 p.m. until Saturday, October 5, 2013 at 4:00 p.m.

We further request that our cooking teams be allowed to park their vehicles in the parking lot directly behind the Town Hall.

Thank you for your consideration of this request.

Sincerely,


James E. Godfrey
President

Cc: Bruce Naegelen



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

SPECIAL EVENTS COMMITTEE REPORT

Application Number: 2013-0886
Event Name: Squealin' On The Square
Event Date(s): October 4-5, 2013
Location: Town Square, 110 W Main Street

Downtown/Town Limits/ETJ: Downtown

Applicant: Clayton Chamber of Commerce

Contact: Jim Godfrey, (919) 553-6352

Committee Meeting: June 27, 2013

Attendance: Lee Barbee, Fire Chief; Tony Atkinson, Fire Marshall; Stacy Beard, PIO; Bruce Naegelen, Downtown Development Coordinator; Dede Bumgarner, CZO; Andy Jernigan, CPD; Capt. John Coley, CPD; Christie Starnes, Librarian; Martha Vandergriff, The Clayton Center; Jeffra Patton, Safety Officer;

Guests: Jim Godfrey, Clayton Chamber of Commerce; Larry Bailey, Clayton Parks & Recreation

EVENT LOCATION: Town Square, bounded by W Main, Fayetteville, O'Neil and Second streets

EVENT DESCRIPTION:

This is a barbecue cooking competition with at least 15 cooking teams. Pig cookers will be in parking lot and Fayetteville Street between Main & Second. Stage for live band will be in Town Square adjacent to O'Neil Street. Beer & wine will be sold on Friday night by the Clayton Downtown Development Association, Inc.

7:00 pm – 10:00 pm Friday: Live band
8:00 pm – overnight Friday: Pig cooking
8:00 am – Saturday: Judging begins
11:00 am – Live band at 11:00 am
12:00 pm – 3:00 pm Saturday: BBQ plates go on sale
12:00 pm – 2:00 pm Rotary/Shindig Cornhole Tournament

SERVICES REQUESTED:

1. Electrical service from existing outlets
2. Closure and use of Town Square Parking lot for pig cookers 10/4/13 from 3:00 pm to 4:00 pm 10/5/13
3. Closure and use of Fayetteville Street between Main & Second for pig cookers 10/4/13 from 3:00 pm to 4:00 pm 10/5/13

4. Use of The Clayton Center/Town Hall parking lot for cooking teams to park their vehicles overnight Friday and into Saturday morning
 - a. Clayton Center staff will need to review schedule before providing permission

COMMITTEE ANALYSIS AND COMMENTARY:**6/27/2013 Committee Mtg:**

- Parking of vehicles at Horne Street/Clayton Center parking lot is okay with The Clayton Center staff, providing no rentals are booked for Oct 4 or 5
- Chamber staff agreed to locate alternate site as a “plan B”
- Discussion about disposal of grease
 - Suggestion was made that the portable toilet rental company should have a unit in which to dispose of grease
- Discussion about concurrent use of Town Square by Rotary Club’s “The Shindig”
 - “The Shindig” application not yet submitted
 - Best to present both events to Council at same meeting
 - Suggested to delay presentation to August Council work session
 - Applicant agreed to delay
- **Staff will request placement on the August 19, 2013 Town Council Agenda.**
- Special Event Permit will be issued by Planning Department upon Council approval

COMMITTEE CONDITIONS

- **Action Issues:**
 - Applicant will identify an alternate parking plan for pig cooker vehicles (not trailers)
 - Applicant will procure a portable unit in which to dispose of cooking grease
 - Applicant will place cardboard or plywood under cookers to keep grease from leaking onto asphalt
 - ABC permits shall be submitted to TOC before Special Event Permit will be issued

TOWN COUNCIL CONSIDERATIONS

1. Closure of Fayetteville Street between Main & Second Street from 3:00 pm 10/4/13 to 4:00 pm on 10/5/13
2. Closure of Town Square parking lot from 3:00 pm 10/4/13 to 4:00 pm on 10/5/13

TOWN COUNCIL ACTION/COMMENTS

-

DOCUMENTATION RECEIVED:

- Special Event Application
- Special Event Committee Report
- Site Map

POST EVENT REVIEW:

Scheduled: October 31, 2013

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

Agenda Item: 4c

Meeting Date: 8/19/13

TITLE: PRESENTATION OF SHINDIG REQUEST.

DESCRIPTION: The applicant is Clayton Mid-Day Rotary. The event is concurrent with Squealin on the Square on Saturday, October 5, 2013, from 10 AM to 7 PM.

RELATED GOAL: Think Downtown

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
8-19-13	Presentation	Staff Report.



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

SPECIAL EVENTS COMMITTEE REPORT

Application Number: 2013-1160
Event Name: **The Shindig**
Event Date(s): **October 5, 2013**
Time: **10:00 am – 7:00 pm**
Location: Town Square, 110 W Main Street

Downtown/Town Limits/ETJ: Downtown

Applicant: Clayton Mid-Day Rotary

Contact: Dave Brown (919) 812-6969

Committee Meeting: July 25, 2013

Attendance: Lee Barbee, Fire Chief; Tony Atkinson, Fire Marshall; Steve Biggs, Town Manager; Bruce Naegelen, Downtown Development Coordinator; Dede Bumgarner, CZO; Christie Starnes, Librarian; Scotty Henley & Martha Vandergriff, The Clayton Center; Jeffra Patton, Safety Officer; Tim Simpson & Steve Blasko, Public Works; Barry Rose, Electric Department

Guests: Pam Baumgartner, Friends of the Library; Dave Brown, Mid-Day Rotary; Larry Bailey, Clayton Parks & Recreation

EVENT LOCATION: Town Square, 110 W Main Street

EVENT DESCRIPTION:

- **Event is concurrent with “Squealin’ on the Square”***
- Fundraising bluegrass concert and Corn-hole tournament.
- Proceeds go to Toys for Tots Program
- 10:00 am - 7:00 pm
- Vendors, food vendors
- Beer sales – 3 local micro-brews
- Expecting 500+ people
- Tickets will be sold for \$10 each
- Motorcycle Poker Run – Shindig will be final destination for activity
- Portable toilets will be provided

SERVICES REQUESTED:

1. Closure of Fayetteville Street
 - a. Main Street to Second Street
 - b. Concurrent with “Squealin’ on the Square” to 9:00 pm 10/5/13

2. Closure of Town Square Parking Lot
 - a. Concurrent with "Squealin' on the Square" to 9:00 pm 10/5/13
 3. Electrical service for bands
 - a. 200 amp capacity
 - b. 8 – 20 amp outlets
 - c. 1 – 15 amp outlets
 - d. 1 – 60 amp outlet
 4. Trash Carts
-

COMMITTEE ANALYSIS AND COMMENTARY:

- Trash cart discussion –
 - Town will contact Waste Management for additional roll-out carts
 - Organizer asked if it would be okay to use a 3rd party vendor, Aardvark Trash, who is an event sponsor
 - **ACTION: Organizer will contact Aardvark to determine their level of involvement and advise Planning Department of plan by September 9**
-

COMMITTEE CONDITIONS

1. Organizer to provide copies of ABC Permits for alcohol sales by September 9
 - a. 2 off-duty officers will need to be engaged @ \$25 per hour each
 - b. Capt. John Coley is contact at 919-553-1572 x7404
 2. Organizer to provide certificate of insurance naming TOC as additional insured by September 9
 3. Organizer to provide signed Indemnification Agreement by September 9
 4. Copies of any and all other permits to be submitted to Planning Dept. by September 9
 5. Presentation to Town Council on August 19 at 6:30 pm
 6. Special event permit to be submitted:
 - a. Upon approval of road closure
 - b. Satisfaction of conditions
-

COMMITTEE ACTIONS

- Committee recommended approval
 - Staff will schedule Town Council presentation by organizer at August 19 meeting (6:30 pm)
 - Special Event Permit will be issued upon:
 - Approval of Road Closure request by Town of Clayton, and
 - Satisfaction of Committee Conditions
-

TOWN COUNCIL CONSIDERATIONS

1. Closure of Fayetteville Street
 - a. Main Street to Second Street
 - b. Concurrent with "Squealin' on the Square" to 9:00 pm 10/5/13
 2. Closure of Town Square Parking Lot
 - a. Concurrent with "Squealin' on the Square" to 9:00 pm 10/5/13
-

DOCUMENTATION RECEIVED:

- Special Event Application
 - Site layout
-

POST EVENT REVIEW:

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

Agenda Item: 5a

Meeting Date: 8/19/13

**TITLE: PRESENTATION OF REVISIONS TO THE TOWN OF CLAYTON
CUSTOMER SERVICE POLICY MANUAL.**

DESCRIPTION: Attached.

**RELATED GOAL: Financially Responsible Town Government Providing Quality
Service**

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
8-19-13	Presentation	Policy.

TOWN OF CLAYTON

Customer Service Policy Manual



Duly Adopted by Town Council and effective May 7, 2012

Establishing Service

The Town's Customer Service Department is located in The Clayton Center, 111 E. Second Street. The Town Hall is open from 8:00 a.m. to 5:00 p.m. Monday through Friday. The Customer Service Department has extended hours on Wednesdays until 6:00 p.m. Routine and regular service is performed during these hours except for holidays.

Any request for utility service, or a request to add another service connection by a customer will be handled as a request for all services applicable to the location.

1. **Application for Service:** To begin the process, a customer must complete a Utility Service Application which may be obtained by one of the following methods:
 - a. Visit our website and download a form
 - b. Email customerservice@townofclaytonnc.org to request a form
 - c. Call Customer Service at (919) 553-5002 and request a form be faxed, mailed or emailed
 - d. Visit the Customer Service Department at 111 E. Second Street
2. **Additional Information and Deposits:** In addition to the fully completed Utility Service Application the customer must provide:
 - a. Account deposit
 - b. Photo ID
 - c. Social Security Number or Federal Tax ID Number. In the absence of either, the account will be assessed a higher deposit.
 - d. Lease agreement, if applicable.
 - e. Provide hot water heater fuel source, heating fuel source and cooling fuel source, if applicable
 - f. Presence of in-ground irrigation system, if applicable
 - g. Presence of swimming pool, if applicable

Upon completion of the Utility Service Application, review of additional information and payment of deposit, the account shall be scheduled for connection. Customers may request connection dates in the future. Requests for immediate connection will be honored on the same day if made prior to 10 a.m. otherwise service will be activated the next business day.

Prior Debt

The Town will not furnish service to an applicant who is indebted to the Town for service previously furnished unless and until the debt is satisfied in full.

Customer Deposits

1. Residential: All utility accounts must include a guarantee of payment, which can be demonstrated by either:
 - a. Paying an account deposit as defined in the fee schedule
 - OR-
 - b. Providing a letter of credit from a current utility provider demonstrating good payment history with no late payments within the preceding, no returned checks, no returned drafts, and no disconnects for nonpayment within the preceding 12-months.

2. Non-residential: All non-residential utility accounts must include a guarantee of payment which must be demonstrated paying an account deposit.

Customers with unpaid delinquent balances with other units of government shall be required to bring all delinquent accounts current before services can be established with the Town of Clayton, and they may be subject to a higher deposit.

Future Deposits: Any customer whose service is involuntarily terminated for non-payment, meter tampering, or other reasons may be required to pay a deposit, or an additional deposit, as specified in the above information, prior to reconnection of service. This includes all customer accounts. The future deposit may be at a greater amount based upon account history. Any customer required to post a deposit under the provisions of this paragraph shall forfeit any right for refund of the deposit in advance of closing-out the account.

Refunding Deposits: A deposit will be credited to the customer's account upon disconnection of service. After the deposit is applied, all outstanding balances on the final bill will be the responsibility of the customer and must be paid within ninety (90) days or the balance will be turned over for collection. The deposit will not be refunded if the customer has another account with a past due balance. The remaining credit on the account will be transferred to the account with a past due balance.

Billing: Each account shall be billed on a monthly schedule. From the date of the bill, the customer has 20 days to pay the account without penalty. On the 21st day, a 5% penalty will be applied. If payment is not received prior to the 30th day, a non-payment penalty (see fee schedule) will be applied and the account becomes eligible for disconnection.

Billing Adjustments: The Town makes every effort to accurately bill all utility accounts. From time to time however, errors may occur. These errors may result in over billing or under-billing a customer's account. Immediately upon discovery of such error, the Town shall begin the process of either billing the customer for undercharges or crediting the customer's account for overcharges. In no circumstance shall the Town back bill a customer or credit a customer's account for greater than a 24 month period.

Customer Requested Adjustments: The Town recognizes that customers may experience failure of equipment and appliances that can result in higher than normal consumption. On a case by case basis, the Town shall investigate the nature of the failure and determine if the account is eligible for an adjustment. In most cases however, accounts are not eligible for an adjustment. A notable acceptance would be in the case of a burst water pipe which may be eligible for a credit on the calculated cost of sewer service. If the Town determines that an account is eligible for an adjustment, proof of repair in the form of a paid invoice to a contractor or a receipt for repair supplies must be provided before to the adjustment can be completed.

Payments: All accounts must be paid in full by the due date on a monthly basis or they may become eligible for disconnection. Customers may make payments by:

1. Mailing a check or money order to Post Office Box 63024, Charlotte, NC 27263-3024
2. Using a debit or credit card via the Town of Clayton's website at www.townofclaytonnc.org
3. Participation in automatic bank draft. An application for bank draft can be found at www.townofclaytonnc.org
4. Visiting the Customer Service Department at 111 E. Main Street during normal business hours. We accept cash, checks and money orders. Credit and debit card payments can be processed on site by the customer at a Town provided terminal.
5. For customer convenience, payments by check or money-order may be placed in our drive-thru drop box located in the parking lot at the Horne Street entrance of the Clayton Center. Payments are retrieved twice daily during regular business hours.

Time Extensions

Customers may request an extension for their delinquent utility bill balance before their disconnect date. The maximum length of time allowed is 10 days past the disconnect date. The extension must be requested by the account holder and must be documented on the customer's account. If payment is not received as

documented, utility services will be disconnected without further notice and the balance must be paid in full to restore services.

An extension is a privilege and may be granted based on customer need and circumstances. Approval of an extension request is not guaranteed. No more than two (2) extensions shall be granted within a 12-month period.

Returned Checks or Drafts

The Town will accept only cash, certified check or money order from any customer having two (2) returned checks or drafts within a twelve-month period. Upon receipt of the first returned check or draft, the customer will be informed either by phone call or door hanger that they have 48 hours from notification to pay the returned item with either money order or cash. After the first occurrence of a returned check or draft the customer will not receive a phone call or door hanger prior to disconnection of service. Upon receipt of a second returned check or draft, the customer will be advised that all bills must be paid in cash or by money order for one year. After the one year period ends, if another returned check or draft is received, all future payments must be made in cash or with money order.

If a returned check or draft is not paid within the 48 hour period, utility service will be disconnected without further notice. Customers disconnected subsequent to a returned check or draft which has not been satisfied within 48 hours shall be notified that they have 10-days to clear the unpaid balance with the Town or the matter is turned over to the Johnston County District Attorney's office for collection.

In the event a new customer posts a utility account deposit by personal or corporate check and the check is returned to the Town for insufficient funds, the account will be immediately disconnected without benefit of prior notification. A notation of this provision shall be included on the customer service agreement signed by the customer at the time of account activation. (Adopted July 20, 1998)

As allowed by the State of North Carolina, a charge is added to the customer's bill for each returned check. (See fee schedule for returned check fee amount)

Assistance for Paying Bills

There are several organizations that will assist customers who are having difficulty paying their bills. We encourage each customer to seek assistance prior to their disconnection of services for non-payment.

1. Jo. Co. Dept of Social Services

919-989-5300

- | | |
|-------------------------------------|--------------|
| 2. Clayton Area Ministries | 919-553-5654 |
| 3. Johnston-Lee
Community Action | 919-209-0530 |
| 4. Salvation Army | 919-934-9102 |
| 5. St. Ann's Catholic Church | 919-934-2084 |

Budget Bill Program

The Town offers our customers a payment option which allows them to pay a flat amount per month for utility service. This amount is the average of the prior twelve (12) months of utility consumption. Due dates for payments remain the same as the normal and all penalty and disconnect policies will remain in effect. No penalties will accrue, regardless of the account balance, if the payment is received by the due date. In the event of nonpayment disconnection, the customer will be required to bring their account to a zero balance and will no longer be eligible for the program. During the customer's twelfth month of participation, their monthly payment will be recalculated. At that time, the credit or balance will be rolled into the new payment year and the customer will be notified by letter of the new monthly payment amount. If the customer chooses to be removed from Budget Bill, the past due balance is owed immediately.

Any customer, who has had any delinquencies or bad checks, in the previous twelve months, will not be eligible to participate in the Budget Bill Program.

Bank Draft Plan

The Town offers customers the option of having their checking accounts drafted on a set date of the month. This relieves the customer of having a lost or late payment and saves a trip to Town Hall or the cost of an envelope or stamp. Draft dates are as follows:

Cycle 1	8 th	15 th	22 nd
Cycle 2	15 th	22 nd	29 th
Cycle 3	15 th	22 nd	29 th
Cycle 4	8 th	22 nd	29 th

Please contact the Customer Service Department to determine your billing cycle. The participating customer is required to provide Customer Service with a Bank Draft Authorization Form and a voided check for the purpose of establishing the draft. Only customers with good credit are eligible for this program. The Town defines good credit as no delinquencies, no returned checks or drafts in the most recent 12 month period for residential customers and non-residential customers.

Any draft returned by the bank because of insufficient funds or a closed account will be treated as a returned check, and the customer will be removed from the bank draft program.

To make any changes to the Bank Draft Plan requires a customer to complete a new Bank Draft Authorization Form and provide a voided check.

Medical Alert Program

The purpose of this program is to identify customers with chronic or critical health concerns by means of a medical seal affixed to the electric meter on the home. In the event of unplanned interruptions of electric service, such as are common following storms, homes designated with a medical seal are given higher priority for restoration of service. Due to circumstances beyond the control of the Town and its employees (storm damage, loss of generation, etc), electric power cannot be guaranteed 100 percent of the time. Each customer listed with the Medical Alert Program should have a back-up plan for movement of the life support patient if the Town is unable to restore power in a length of time that is acceptable.

In the event of non-payment, homes designated with a medical seal are given personal notification in the form of a phone call, face to face meeting or certified letter of the pending disconnection of electric service. Customers with a medical seal will be disconnected for nonpayment following diligent and proper notice.

Participation in the Medical Alert Program is restricted to customers with documented chronic or critical health concerns. The Town must receive an annual certification of medical necessity form completed by a physician or hospital.

Load Management

Residential Load Management is a means of reducing the amount of electricity being consumed in the home, especially during periods of peak demand. Load management is used to reduce electric demands and provides savings to customers.

Participating customers can have a load management switch installed on their electric water heater, electric heat strips on the heat pump, and/or air conditioner compressor to receive participation credits on their monthly electric bill. During periods of heavy demand for electricity, the switch will activate to interrupt the noted appliances. The more switches the Town has in place the great the impact of the load management program and the more savings available.

The credits available are as follows:

DEVICE	CREDIT AMOUNT	DURATION
--------	------------------	----------

Electric Water Heater	\$5.00	January - December (12 months)
Heat Pump	\$12.00	December - March (4 months)
A/C Compressor 25% -OR-	\$6.00	June - September (4 months)
A/C Compressor 50%	\$10.00	June - September (4 months)

Customers can receive as much as \$148 per year in savings.

Disconnecting Service

1. **Voluntary Disconnection:** A customer may request voluntary disconnection of service. This can be done by:
 - a. Visiting the Town's website at and downloading a Utility Disconnect Request form.
 - b. Emailing customerservice@townofclaytonnc.org to request a Utility Disconnect Request form
 - c. Call Customer Service at 919-553-5002 and request a form be faxed, mailed or emailed
 - d. Visit Customer Service Department at 111 E. Second Street

The Utility Disconnect Request form must be completed in its entirety and submitted to Customer Service. Upon completion and review for additional information, the account shall be scheduled for disconnection. Customers may request disconnection dates in the future. Immediate disconnection request will be honored same day if made prior to 9 a.m. otherwise service will be provided the next business day.

2. **Involuntary Disconnection of Service:** The Town may discontinue utility service for any of the of the following reasons:
 - a. Failure of the customer to pay bills for utility service.
 - b. Failure of the customer to pay deposits for utility service.
 - c. Failure of the customer to pay a returned check or draft.
 - d. Upon discovery of meter tampering including bypassing the meter or altering its function.
 - e. Failure of the customer to permit Town employee's access to their meters and/or load management switches at all reasonable hours. Locked gates, loose dogs, parking cars over meters, etc. are violations of Town policy.
 - f. Use of power for unlawful reasons
 - g. Discovery of a condition which is determined to be hazardous or unsafe.
 - h. Provision of false information on a Utility Service Application.
3. **Transferring Service:** If transferring service from one location to another that the Town services, all past due bills must be paid in full. The remaining

amount owed and any fees will be transferred to the new account. A new deposit may also be assessed.

After an account has been closed either by customer request or policy of the Town, all funds, including deposits, refunds, load management, and overcharge credits will be first applied to amounts owed the Town on the closed account. Remaining funds will then be applied to any amounts owed on any other accounts the customer may have with the Town. When those accounts have been fully satisfied, a check for any remaining funds will be issued to the customer.

4. **Disconnection During Extreme Weather:** The Town will not exercise its right to disconnect service for non-payment of any bill when the safety and well being of a customer may be at stake. For that reason, disconnection for non-payment may not be conducted on an extremely cold winter day or extremely hot summer day, taking into consideration temperature, precipitation and other weather conditions. If a customer's bill remains unpaid on the next business day, the disconnect for non-payment may then occur. This delay in disconnection for non-payment will not preclude the Town from disconnection at a future date and does not change the customer's liability for payment of all bills and fees.

Reconnection

When it becomes necessary for the Town to discontinue services for any of the reasons listed in Involuntary Disconnection of Service, service will be restored after payment of:

1. All past due bills due to the Town including additional fees and charges required by this policy
2. Any deposit as required
3. Any material and labor cost incurred by the Town according to the current fee schedule.

After hours reconnection is **not** available to our customers.

Meter Reading

Utility meters are read by the Town according to an established schedule. Reading dates vary slightly from month to month due to weekends, holidays, weather conditions, and other factors. Monthly billing periods are assumed to be 30 days, but may range from 27 to 33 days. The Town's well-trained meter readers use

modern meter reading equipment and techniques. If meter reading corrections are necessary, the Town will make the adjustments and a new bill may be issued upon request. A credit due to a customer from a meter reading error will be posted to the customer's account.

Meter & Load Management Switch Tampering

Tampering with a meter or bypassing a meter is the same as stealing. The large majority of good paying customers who would be financially burdened with paying for the stolen services requires the aggressive enforcement of this policy. The Town will call for prosecution of cases of meter tampering, electric water theft and fraud to the fullest extent of the law. Load management devices are considered by this policy to be the same as meters. Any damage to these devices will be paid by the customer. Should any Town personnel find an electric meter with the seal cut or removed, whether during utility disconnection or normal meter reading cycles, a charge of up to \$500 will be added to the customer's account, which will be subject to any utility payment policies of the Town. Should a customer discover and report their seal cut, no charge will be levied.

Any person with three or more incidences of a cut seal, whether voluntarily reported or through Town discovery, will face permanent discontinuance of service with the Town.

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

Agenda Item: 5b

Meeting Date: 8/19/13

TITLE: PRESENTATION OF REVISION TO THE RECREATION FEES AS POSTED IN THE TOWN'S COMPREHENSIVE LIST OF FEES AND CHARGES.

DESCRIPTION: Attached.

RELATED GOAL: Financially Responsible Town Government Providing Quality Service & Expand Leisure Opportunities

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
8-19-13	Presentation	Excerpt from Comprehensive List of Fees & Charges.

RECREATION DEPARTMENT

ATHLETICS:

Youth Sports	Resident Fee	Non-Resident Fee
Per Activity	\$25	\$60

Adult Sports	Team Fee	Non-Resident Fee
Adult Softball	\$550	\$40/player
Adult Volleyball Soccer	\$300 \$350	\$30 \$40/player

Adult Sports fees vary according to sport; additional charge for non-resident participants.

PROGRAMS:

	Resident Fee	Non-Resident Fee
Classes ^a	Base	Base plus \$15
Senior Activity	Base	Base plus \$20

^aClass fees vary according to the cost of the facility, instructor, and number of participants enrolled; additional charge of \$15 for non-resident participants.

^bSenior activity fees vary according to trip and number of participants; additional charge of \$20 for non-resident participants.

Summer Playground	Resident Fee	Non-Resident Fee
Registration Fee (All Participants)	\$40 \$50	\$80 \$100

FACILITIES:

CLAYTON COMMUNITY CENTER GYM RENTAL		
	Resident Fee	Non-Resident Fee
Full Court	\$65/hour	\$80/hour
Half Court	\$35/hour	\$50/hour
Scoreboard*	\$20/hour	\$20/hour
Volleyball Set Up*	\$30/hour	\$30/hour
*= Optional Items		

FIELD RENTAL		
	Resident Fee	Non-Resident Fee
CCP Field #1	\$25\$15/hour	\$50\$30/hour
CCP Field #2	\$25\$15/hour	\$50\$30/hour
CCP Field #3	\$25\$15/hour	\$50\$30/hour
Legend	\$25\$15/hour	\$50\$30/hour
Municipal	\$25\$15/hour	\$50\$30/hour
ECCP Baseball Field	\$25/hour	\$40/hour
ECCP Soccer Field (*Games only, 2 hour minimum rental)	\$50/hour	\$65/hour
ECCP Multipurpose – Full Field	\$30/hour	\$45/hour
ECCP Multipurpose – Half Field	\$15/hour	\$30/hour

FIELD RENTAL ADD ONS	
Lights (CCP, Municipal, Legend)	\$15/hour
Lights (ECCP Soccer & Baseball)	\$20/hour
Baseball/Softball Field Prep (All Fields)	\$30/application
ECCP Soccer Field Paint	Included in field rental

TOURNAMENT FIELD RENTAL			
	Resident Fee	Non-Resident Fee	Additional Services
CCP - All Day Rental (Sat & Sun, 8 -15 hours)	\$200/Field/Day	\$250/Field/Day	
CCP - Half Day Rental (5-7 hours)	\$75\$100/Field	\$125/Field	
ECCP Baseball – All Day Rental	\$300/Day	\$350/day	
*additional field prep			\$75\$30/field
*scoreboard usage			\$25/Field/Day
*drying agents			\$10/Bag
*temporary fencing			\$50/Field/Tourn.
*admission fee to Town			\$50/Day
*concessions			Only CPRD allowed
*other vendors (Non-Food)			\$50/Vendor/Weekend
*= Optional Items			
All Tournament Field Rentals Include 1 Part-Time Staff @ Facility at all times			
All Tournament Field Rentals include initial field prep for first game, charges apply for additional field prep throughout the day			

PICNIC SHELTER FEES <i>(Amended 6/4/2007)</i>		
	Resident Fee	Non-Resident Fee
Municipal Park		
Up to 2 hours	\$15	\$30
Up to 4 hours	\$25	\$50
4 hours or more	\$75	\$125
Community Park		
Up to 2 hours	\$20	\$40
Up to 4 hours	\$30	\$60
4 hours or more	\$100	\$150

RECREATION MEMBERSHIP RATES:

Membership Type	Clayton Residents	Clayton Nonresidents Year Membership	Clayton Nonresidents Monthly Rate	Clayton Nonresidents Daily Rate
Individual	\$5.00	\$100.00	\$12.00	\$10.00
Middle School Students	\$5.00	\$65.00	\$10.00	\$6.00
High School Students	\$5.00	\$65.00	\$10.00	\$6.00
Family w/ Dependents	\$5.00	\$160.00	\$20.00	\$10.00
Family No Dependents	\$5.00	\$140.00	\$15.00	\$10.00
Senior Individual	\$5.00	\$50.00	\$10.00	\$6.00
Senior Family No Dependents	\$5.00	\$75.00	\$12.00	\$6.00

Membership Terms Defined:

Individual: Consists of an individual 18 – 54 years of age at time of membership registration.

Middle School Students: Defined as any individual enrolled in middle school at the time of membership registration. All students must have a parent and/or legal guardian come to the Community Center and register their child/student for a membership.

High School Students: Defined as any individual enrolled in high school at the time of membership registration. All students must have a parent and/or legal guardian come to the Community Center and register their child/student for a membership.

Family w/ Dependents: Consists of parents and/or legal guardian with children (under the age of 23) living in the same household.

Family w/ No Dependents: Consists of two adults living in same household.

Senior Individual: Defined as one person age 55 & over at time of membership registration.

Senior Family No Dependents: Consist of two adults ages 55 & over living in the same household.

Resident/Nonresident: Clayton Residents are defined as anyone living in the Town limits of Clayton. Residents are required to bring a utility bill with their address for proof of residency status at the time of registration.

Memberships: All participant memberships with Clayton Parks and Recreation are based on an executed contract and agreement.

Annual Memberships: Non-residents purchasing an annual membership will be eligible to register for all classes as well as youth and adult athletics for the resident rate

as well as register in advance with Clayton residents. Persons or families subscribing to a monthly membership to the Clayton Community Center shall not be eligible to register for programs at the resident rate or during the Town resident advance registration period.

Membership Includes:

Advanced registration time periods.

Open gym times for basketball, volleyball, and other sports.

Access to walking track during operating hours.

Resident rates on programs to include:

- All athletic programs
- All classes
- Rentals (picnic shelters, future rental of Community Center rooms, etc.)
- Camps
- Senior Trips

Membership Card Policy: All members will receive a membership card that will allow them access to the Community Center and for proof of membership when enrolling in a class or registering for an athletic program. Each member must swipe their card in order to enter the Community Center each visit. Members must also have their picture taken for Clayton Parks and Recreation's access only. There will be a \$10.00 replacement fee for lost cards.

Note: Clayton Parks and Recreation reserves the right to revise fees for membership and all programs and events without advance notification. Membership rights are as defined by Clayton Parks and Recreation and memberships may be rescinded for cause or violation of policy with a refund of a pro rata share of the original cost based on time remaining in the membership.

(Adopted on 5/3/2010; Amended on 10/04/2010.)

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

Agenda Item: 5c

Meeting Date: 8/19/13

TITLE: PRESENTATION OF RESOLUTION FOR WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2013 THAT WILL BE SOLD TO THE USDA.

DESCRIPTION: Attached.

RELATED GOAL: Financially Responsible Town Government Providing Quality Service

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
8-19-13	Presentation	Resolution.

TOWN COUNCIL
OF THE
TOWN OF CLAYTON, NORTH CAROLINA

Excerpt of Minutes
of Meeting of September 3, 2013

Present: Mayor _____ presiding, and

Councilmen: _____

Absent: _____

* * * * *

The following resolution was discussed and its title was read:

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2013 OF THE TOWN OF CLAYTON, NORTH CAROLINA IN THE AGGREGATE PRINCIPAL AMOUNT OF \$1,604,000

WHEREAS, the Town of Clayton, North Carolina (the "Town") acting by and through its Town Council (the "Council"), is authorized by The State and Local Government Revenue Bond Act of North Carolina, NCGS § 159-80 to issue revenue bonds and notes (the "Act"); and

WHEREAS the Council has adopted a Bond Order entitled:

"BOND ORDER OF THE TOWN OF CLAYTON, NORTH CAROLINA AUTHORIZING THE ISSUANCE OF WATER AND SEWER SYSTEM REVENUE BONDS TO PROVIDE FUNDS TO CONSTRUCT IMPROVEMENTS TO ITS WATER AND SEWER SYSTEM, INCLUDING CONSTRUCTION OF AN ELEVATED WATER STORAGE TANK; PROVIDING FOR THE ISSUANCE OF ADDITIONAL REVENUE BONDS FOR VARIOUS PURPOSES; PROVIDING FOR THE ISSUANCE OF REVENUE BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF REVENUE BONDS; PROVIDING FOR THE CREATION OF CERTAIN SPECIAL FUNDS; PLEDGING TO THE PAYMENT OF THE PRINCIPAL OF AND THE INTEREST ON THE REVENUE BONDS AND NOTES CERTAIN REVENUES OF THE WATER AND SEWER SYSTEM; SETTING FORTH THE RIGHTS AND REMEDIES OF HOLDERS; AND SETTING FORTH THE DETAILS OF CERTAIN RELATED MATTERS"; and

WHEREAS, the Bond Order hereinafter described was authorized and adopted by the Council on February 20, 2012; and

WHEREAS, the Council desires to provide for the issuance of \$1,604,000 Water and Sewer System Revenue Bonds, Series 2013 (the "Bond") to refund \$1,604,000 Water and Sewer System Revenue Bond Anticipation Notes previously issued pursuant to such Bond Order;

NOW, THEREFORE, the Council for the Town, meeting in regular session in Clayton, North Carolina, on September 3, 2013, does the following:

BE IT RESOLVED BY THE COUNCIL FOR THE TOWN OF CLAYTON, NORTH CAROLINA:

1. The Council has determined and does hereby find and declare as follows:

(a) A Bond Order authorizing \$1,604,000 Water and Sewer System Revenue Bonds of the Town was adopted by the Council on February 20, 2012.

(b) None of the Bonds have been issued and there is outstanding a \$1,604,000 Water and Sewer System Revenue Bond Anticipation Note, Series 2012, dated March 8, 2012, maturing September 11, 2013, and bearing interest at the rate of 1.45% per annum, which note was issued in anticipation of the receipt of the proceeds of the sale of a like amount of Bonds.

(c) It is necessary to issue \$1,604,000 of the Water and Sewer System Revenue Bonds at this time, all of the proceeds thereof, together with other moneys of the Town, to be applied to the payment of the outstanding note at its maturity.

(d) The maximum period of usefulness of the water and sewer system improvements to be provided with the proceeds of the Bonds authorized hereby is estimated as a period of forty (40) years from September 11, 2013, the anticipated date of issuance of the Bonds, and such period expires on September 11, 2053.

2. Pursuant to the Bond Order, there shall be issued water and sewer revenue bonds in the aggregate principal amount not to exceed \$1,604,000. Such bonds shall be issued as a single bond in the denomination of \$1,604,000, numbered R-1, designated "Water and Sewer System Revenue Bond, Series 2013," (the "2013 Bonds") dated as of the date of delivery thereof, and maturing in annual installments on the first day of June in the following years and in the following amounts:

Year of Maturity	Principal Amount	Year of Maturity	Principal Amount
2014	\$18,000.00	2034	\$38,000.00
2015	\$20,000.00	2035	\$39,000.00
2016	\$20,000.00	2036	\$40,000.00
2017	\$21,000.00	2037	\$42,000.00
2018	\$22,000.00	2038	\$43,000.00
2019	\$23,000.00	2039	\$45,000.00
2020	\$23,000.00	2040	\$46,000.00
2021	\$24,000.00	2041	\$48,000.00
2022	\$25,000.00	2042	\$50,000.00
2023	\$26,000.00	2043	\$51,000.00
2024	\$27,000.00	2044	\$53,000.00
2025	\$28,000.00	2045	\$55,000.00
2026	\$29,000.00	2046	\$57,000.00
2027	\$30,000.00	2047	\$59,000.00
2028	\$31,000.00	2048	\$61,000.00
2029	\$32,000.00	2049	\$63,000.00
2030	\$33,000.00	2050	\$65,000.00
2031	\$34,000.00	2051	\$68,000.00
2032	\$35,000.00	2052	\$70,000.00
2033	\$37,000.00	2053	\$73,000.00

and bearing interest on the unpaid part of such principal at a rate of four and one-eighth percent (4.1250%) per annum until payment thereof, such interest to be payable on June 1, 2014, and annually thereafter on the first day of June of each year until paid.

The 2013 Bonds shall be sold to the United States of America, acting by and through United States Department of Agriculture, Rural Development (formerly Farmers Home Administration) (“USDA”) by private sale in accordance with Sections 11 and 12 hereof. The 2013 Bonds shall not be defeased without written consent of USDA during such time as USDA shall remain the registered owner of the Bond.

Each 2013 Bonds shall bear interest from the interest payment date next preceding the date on which it is authenticated unless it is (a) authenticated upon an interest payment date in which event it shall bear interest from such interest payment date or (b) authenticated prior to the first interest payment date in which event it shall bear interest from its date; provided, however, that if at the time of authentication interest is in default, the 2013 Bonds shall bear interest from the date to which interest has been paid.

The principal of and the interest and any redemption premium on the 2013 Bonds shall be payable in any coin or currency of the United States of America which is legal tender for the payment of public and private debts on the respective dates of payment thereof.

Payment of interest on the 2013 Bonds shall be made by the Bond Registrar (hereinafter defined) on each interest payment date to the person appearing on the registration books of the Town hereinafter provided for as the registered owner of such 2013 Bonds (or the previous bond or bonds evidencing the same debt as that evidenced by such bond) at the close of business on

the record date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date. During the time that USDA is the registered owner of the 2013 Bonds, payment of the installments of principal and interest when due and payable on the 2013 Bonds shall be made at the office of such fiscal agent as USDA shall designate without presentation or surrender thereof and, during any such time as an assignee thereof is the registered owner of the 2013 Bonds, payment of the installments of principal when due and payable on the 2013 Bonds shall be made at the corporate trust office of U. S. Bank, National Association, Raleigh, North Carolina, upon the presentation and surrender thereof, and payment of the interest when due and payable on the 2013 Bonds shall be made by check mailed to such assignee at his address as it appears on the bond registration books of the Town hereinafter mentioned without the presentation or surrender thereof.

3. As long as USDA is the registered owner of the 2013 Bonds (the “Bonds”), the Bonds may be redeemed, at the option of the Town, at any time prior to the maturity of any installment of the principal thereof, either in whole or in part in the inverse order of the maturity dates of the installments of principal, from any moneys that may be made available for such purpose, at the aggregate principal amount of the installments of principal to be redeemed, together with the interest accrued thereon to the date fixed for redemption, but without any premium. During any time as any owner other than USDA is the owner of the Bonds, the principal installments of the Bonds maturing on or after June 1, 2023, may be redeemed in whole or in part on any date on or after June 1, 2022, from any moneys that may be made available for such purpose, at the aggregate principal amount of the installments of principal to be redeemed, together with the interest accrued thereon to the date fixed for redemption, but without any premium.

In case of a redemption of all or any part of the Bonds, a notice of redemption shall be sent by registered mail, mailed at least forty (40) days prior to the date fixed for redemption, addressed (a) during the time that USDA is the owner of the Bonds, to the Finance Office, Rural Development, United States Department of Agriculture, 1530 Market Street, St. Louis, Missouri, 63103, or to such other address as USDA may designate by registered or certified mail forwarded to the Town at least fifty (50) days prior to any redemption date, and (b) during any time as any owner other than USDA is the owner of the Bonds, to the address as it appears on the registration books of the Town hereinafter mentioned.

On the date fixed for redemption, notice having been given in the manner and under the conditions hereinabove provided, the Bonds or part thereof called for redemption shall be due and payable at the redemption price provided therefor, plus accrued interest to such date. If moneys sufficient to pay the redemption price of the Bonds or part thereof to be redeemed plus accrued interest thereon to the date fixed for redemption are held at such place as USDA may designate (or, if the Bonds shall have been assigned by USDA, at the corporate trust office of U. S. Bank National Association, Raleigh, North Carolina pursuant to Section 2 hereof) in trust for such purpose, interest on the Bonds or part thereof called for redemption shall cease to accrue, such Bonds or part thereof shall cease to be entitled to any benefits or security under this resolution or to be deemed outstanding, and the registered owners of such Bonds or part thereof shall have no rights in respect thereof except to receive payment of the redemption price thereof, plus accrued interest to the date of redemption.

In the event that an installment of principal of the Bonds shall be redeemed, the Bond Registrar shall direct the registered owner thereof to evidence such redemption by appropriate notation on the schedule attached to such Bonds for such purpose.

4. The Bonds, upon surrender thereof at the principal office or corporate trust office of the Bond Registrar, together with an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar, may, at the option of the registered owner thereof, be exchanged for bonds, having maturities corresponding to the maturities of the installments of principal of such bond then unpaid, issuable in fully registered form in the denomination of \$1,000 or any integral multiple thereof and bearing interest at the same rate.

The transfer of the Bonds may be registered by the registered owner thereof only upon an execution of an assignment thereof duly executed by such registered owner or his attorney or legal representative. Notice of such assignment shall be given promptly by the assignor to the Bond Registrar by registered mail, such notice to be in such form as shall be satisfactory to the Bond Registrar, and upon receipt of such notice, such Bonds shall be registered as to both principal and interest on such registration books in the name of the assignee named in such notice.

The transfer of any bond issued in exchange for the Bonds as provided above may be registered only upon the registration books of the Town upon the surrender thereof to the Bond Registrar together with an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the Bond Registrar shall authenticate and deliver in exchange for such bond a new bond or bonds, registered in the name of the transferee, of any denomination or denominations authorized by this resolution, in an aggregate principal amount equal to the unredeemed principal amount of such bond so surrendered, of the same maturity and bearing interest at the same rate.

In all cases in which the Bonds shall be exchanged or the transfer of bonds shall be registered hereunder and a new bond or bonds are to be delivered in exchange therefor, the Bond Registrar shall authenticate and deliver at the earliest practicable time bonds in accordance with the provisions of this Resolution. All bonds surrendered in any such exchange or registration of transfer shall forthwith be canceled by the Bond Registrar. The Bond Registrar shall not be required to make any such exchange or registration of transfer of (a) any bond during a period beginning at the opening of business fifteen (15) days before the day of the mailing of a notice of redemption of bonds or any portion thereof and ending at the close of business on the day of such mailing or (b) any bond called for redemption in whole or in part pursuant to Section 3 of this resolution.

As to any bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal or redemption price of any such bond and the interest on any such bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such bond, including the redemption premium, if any, and interest thereon, to the extent of the sum or sums so paid.

The Town shall appoint such registrars, transfer agents, depositaries or other agents as may be necessary for the registration, registration of transfer and exchange of bonds within a reasonable time according to then current commercial standards and for the timely payment of installments of principal and interest with respect to the Bonds. The Finance Director of the Town is hereby appointed the registrar, transfer agent and paying agent (the "Bond Registrar") for the Bonds, subject to the right of the governing body of the Town to appoint another Bond Registrar, and as such shall keep at his office the books of the Town for the registration, registration of transfer, exchange and payment of the Bonds as provided in this resolution; provided, however, that, in the event that the bond registered in the name of USDA is assigned, the paying agent with respect to such bond shall be U. S. Bank National Association, Raleigh, North Carolina.

5. The Bonds shall bear the manual or facsimile signatures of the Mayor or Mayor Pro-Tem, Town Manager, Finance Director and the Clerk of the Town, and the official seal or a facsimile of the official seal of the Town shall be impressed or imprinted, as the case may be, on the Bonds.

The certificate of the Local Government Commission of North Carolina to be endorsed on the Bonds shall bear the manual or facsimile signature of the Secretary of the Commission, and the certificate of authentication of the Bond Registrar to be endorsed on the bonds shall be executed as provided hereinafter.

In case any officer of the Town or the Local Government Commission of North Carolina whose manual or facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office until such delivery, and the Bonds may bear the manual or facsimile signatures of such persons as at the actual time of the execution of such Bonds shall be the proper officers to sign such Bonds although at the date of such bond such persons may not have been such officers.

6. No bond shall be valid or become obligatory for any purpose or be entitled to any benefit or security under this resolution until it shall have been manually authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed thereon.

7. The Bonds and the endorsements thereon shall be in the form attached hereto as Exhibit A.

8. The Town covenants that, to the extent permitted by the Constitution and laws of the State of North Carolina, it will comply with the requirements of the Internal Revenue Code of 1986, as amended or as may be amended from time to time (the "Code"), and any Treasury regulations now or hereafter promulgated thereunder, to the extent necessary so that interest on the Bonds will not be included in gross income of the owners of the Bonds for purposes of federal income tax.

9. The Local Government Commission of North Carolina is hereby requested to sell the Bonds at private sale pursuant to G.S. 159-123 to USDA, subject to the approval of the Town Council; provided, however, that the purchase price of the Bonds is at least \$1,604,000, and that the maximum interest rate does not exceed 4.125% per annum.

10. The Mayor or Town Manager is hereby authorized to approve the purchase price of the Bonds and the rate of interest on the Bonds in connection with the private sale of the Bonds, subject to the provisions of Section 9 of this resolution.

11. This resolution shall take effect upon its passage.

Upon motion of Mayor _____, seconded by Mayor _____, the foregoing resolution entitled "**RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF WATER AND SEWER SYSTEM REVENUE BONDS SERIES 2013 OF TOWN OF CLAYTON, NORTH CAROLINA IN THE AGGREGATE PRINCIPAL AMOUNT OF \$1,604,000**" was passed by the following vote:

Ayes: _____

Nays: _____

* * * * *

I, _____, Secretary to the Town of Clayton, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and complete copy of a resolution adopted by the Town Council at a regular meeting duly called and held on September 3, 2013, and that the proceedings of such meeting will be recorded in the minutes of said Council.

I DO HEREBY FURTHER CERTIFY that due notice of such meeting, stating its time and place and the subjects to be considered was posted, mailed or delivered as required by NCGS § 143-318.12(b)(2).

WITNESS my hand and the official seal of the Town Council this ____ day of September, 2013.

Town Clerk
Town of Clayton, North Carolina

(SEAL)

FORM OF SERIES 2013 BOND

No. R-1

\$1,604,000

REGISTERED BOND WITHOUT COUPONS

(Registered as to both principal and interest)

United States of America
State of North Carolina

TOWN OF CLAYTON, NORTH CAROLINA
WATER AND SEWER SYSTEM REVENUE BOND, SERIES 20113

The Town of Clayton, North Carolina (the "Town"), a municipal corporation duly organized and validly existing under the laws of the State of North Carolina, is justly indebted and for value received hereby promises to pay to the

UNITED STATES OF AMERICA
UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT

or registered assigns or legal representative the principal sum of

ONE MILLION SIX HUNDRED FOUR THOUSAND AND NO/100 DOLLARS

in annual installments on the 1st day of June in the following years and amounts:

Year of Maturity	Principal Amount	Year of Maturity	Principal Amount
2014	\$18,000.00	2034	\$38,000.00
2015	\$20,000.00	2035	\$39,000.00
2016	\$20,000.00	2036	\$40,000.00
2017	\$21,000.00	2037	\$42,000.00
2018	\$22,000.00	2038	\$43,000.00
2019	\$23,000.00	2039	\$45,000.00
2020	\$23,000.00	2040	\$46,000.00
2021	\$24,000.00	2041	\$48,000.00
2022	\$25,000.00	2042	\$50,000.00
2023	\$26,000.00	2043	\$51,000.00
2024	\$27,000.00	2044	\$53,000.00
2025	\$28,000.00	2045	\$55,000.00
2026	\$29,000.00	2046	\$57,000.00
2027	\$30,000.00	2047	\$59,000.00
2028	\$31,000.00	2048	\$61,000.00
2029	\$32,000.00	2049	\$63,000.00
2030	\$33,000.00	2050	\$65,000.00
2031	\$34,000.00	2051	\$68,000.00
2032	\$35,000.00	2052	\$70,000.00
2033	\$37,000.00	2053	\$73,000.00

and to pay interest from the date hereof on the unpaid part of such principal sum at the rate of (4.125% per annum until payment thereof, such interest to be payable on June 1, 2013, and annually thereafter on the first day of June of each year until paid. The interest so payable on any such interest payment date will be paid to the person in whose name this Bond is registered at the close of business on the record date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date. Both the principal of and the interest on this Bond are payable in any coin or currency of the United States of America which, at the respective date of payment thereof, is legal tender for the payment of public and private debts.

During the time that the United States of America is the registered owner of this Bond, payment of the installments of principal and interest when due and payable on this Bond shall be made at the office of such fiscal agent as the United States of America shall designate without presentation or surrender hereof and, during any such time as an assignee hereof is the registered owner of this Bond, payment of the installments of principal when due and payable on this Bond shall be made at the corporate trust office of U. S. Bank National Association, Raleigh, North Carolina, upon the presentation and surrender hereof, and payment of the interest when due and payable on this Bond shall be made by check mailed to such assignee at his address as it appears on the bond registration books of the Town hereinafter mentioned without the presentation or surrender hereof. Upon receipt of the payments of principal and interest, written acknowledgment of the receipt thereof shall be given promptly to the Bond Registrar hereinafter mentioned, and the Town shall be fully discharged of its obligation on this Bond to the extent of the payment so made. Upon final payment this Bond shall be surrendered to the Bond Registrar for cancellation.

This Bond is issued pursuant to and in accordance with Article 5 of Chapter 159 of the General Statutes of North Carolina, as amended, a bond order adopted by the Town Council (the “Council”) for the Town of Clayton, North Carolina (the “Town”) on February 20, 2012 (the “Bond Order”), and a series resolution adopted by the Council on September 3, 2013 (the “Series Resolution”). The proceeds of this Bond shall be used to pay a portion of the cost of the Project (as defined in the Bond Order).

This Bond is a special obligation of the Town payable solely from the Net Revenues (as defined in the Bond Order). Neither the credit nor the taxing power of the Town is pledged for the payment of this Bond and no holder of this Bond has the right to compel the exercise of the taxing power by the Town or the forfeiture of any of the Town’s property in connection with any default thereon, and the Town is not obligated to pay the principal of or interest on this Bond except from Net Revenues. Reference is hereby made to the Bond Order and the Series Resolution and to all amendments and supplements thereto for a description of the provisions, among others, respecting the nature and extent of the security, the rights, duties and obligations of the Town, the rights of the holder of this Bond and the terms upon which this Bond is issued and secured.

At the office of the Bond Registrar, in the manner and subject to the conditions provided in the Series Resolution, this Bond may be exchanged for an equal aggregate principal amount of bonds having maturities corresponding to the maturities of the installments of principal of this Bond then unpaid, issuable in fully registered form in the denomination of \$1,000 or any integral multiple thereof and bearing interest at the same rate.

This Bond is registered as to both principal and interest in the name of the United States of America on registration books of the Town kept by the Finance Director of the Town, as Bond Registrar, and the transfer hereof may hereafter be registered by the registered owner hereof only upon an execution of an assignment hereon duly executed by such registered owner or his attorney or legal representative. Notice of such assignment shall be given promptly by the assignor to the Bond Registrar by registered mail, such notice to be in such form as shall be satisfactory to the Bond Registrar, and upon receipt of such notice this Bond shall be registered as to both principal and interest on such registration books in the name of the assignee named in such notice.

As long as USDA is the registered owner of the Bond, this Bond may be redeemed, at the option of the Town, at any time prior to the maturity of any installment of the principal thereof, either in whole or in part in the inverse order of the maturity dates of the installments of principal, from any moneys that may be made available for such purpose, at the aggregate principal amount of the installments of principal to be redeemed, together with the interest accrued thereon to the date fixed for redemption, but without any premium. During any time as an owner other than USDA is the owner of this Bond, the principal installments of the Bond maturing on or after June 1, 2023, may be redeemed in whole or in part on any date on or after June 1, 2022, from any moneys that may be made available for such purpose, at the aggregate principal amount of the installments of principal to be redeemed, together with the interest accrued thereon to the date fixed for redemption, but without any premium.

On the date designated for redemption, notice having been given and moneys for payment of the redemption price being held in trust for such purpose, all as provided in the

Series Resolution, this Bond or part hereof shall become and be due and payable, and the interest on this Bond or part hereof so redeemed shall cease to accrue.

The Bond Registrar shall not be required to exchange or register any transfer of (a) any bond during a period beginning at the opening of business fifteen (15) days before the day of the mailing of a notice of redemption of bonds or any portion thereof and ending at the close of business on the day of such mailing or (b) any bond called for redemption in whole or in part pursuant to the Series Resolution.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of North Carolina to happen, exist and be performed precedent to and in the issuance of this Bond have happened, exist and have been performed in regular and due form and time as so required.

IN WITNESS WHEREOF, the Town of Clayton, North Carolina, by resolution duly passed by its Town Council, has caused this Bond to be manually signed by the Mayor and its Clerk and its official seal to be impressed hereon, all as of the ___ day of September, 2013.

Mayor

[SEAL]

Clerk

CERTIFICATE OF LOCAL GOVERNMENT COMMISSION

The issuance of the within Bond has been approved under the provisions of The Local Government Finance Act of North Carolina.

T. Vance Holloman
Secretary of the Local Government Commission

By: _____
Designated Assistant

CERTIFICATE OF AUTHENTICATION

This Bond is issued under the provisions of the within-mentioned Series Resolution.

Finance Director of the Town of Clayton, North Carolina, as Bond Registrar

Bond Registrar

Date of Authentication: _____

ASSIGNMENT

FOR VALUE RECEIVED the undersigned registered owner thereof hereby sells, assigns and transfers unto _____

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____,

attorney to register the transfer of the Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

In the presence of:

NOTICE: The signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration of enlargement or any change whatever.

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

Agenda Item: 5d

Meeting Date: 8/19/13

TITLE: PRESENTATION OF SECOND SUPPLEMENT WITH NCDOT FOR THE CLAYTON COMMUNITY CENTER (CCC) PEDESTRIAN CONNECTOR.

DESCRIPTION: The original participation was \$76,000. NCDOT agrees to reimburse the Municipality an additional \$830,770. The Municipality will provide \$207,693 as a local match – included in the FY 13-14 budget. The Municipality shall complete the project by 9/1/2015 and is defined as completion of all construction activities, acceptance of the project and submission of a final reimbursement package to the NCDOT.

RELATED GOAL: Financially Responsible Town Government Providing Quality Service

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
7-18-11	Presentation.	Agreement.
8-01-11	Approval.	Agreement.
10-15-12	Presentation.	Supplement Agreement And Agreement (8/17/2011).
11-05-12	Approval.	Supplement Agreement.
8-19-13	Presentation	Second Supplement, First Supplement, & Initial Agreement.

NORTH CAROLINA
JOHNSTON COUNTY

2nd SUPPLEMENTAL AGREEMENT

DATE: 7/25/2013

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: EL-5100OB

AND

WBS ELEMENTS: PE 41821.1.33

ROW 41821.2.33

TOWN OF CLAYTON

CON 41821.3.33

FEDERAL-AID #: STPDA-0406(5)

CFDA #: 20.205

TOTAL SUPPLEMENTAL FUNDS [NCDOT PARTICIPATION] \$830,770

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, the Department and the Municipality, on 8/17/2011, entered into a certain Locally Administered Project Agreement for the original scope: Planning, final design and right of way acquisition for the pedestrian connector from the intersection of Shotwell Road with Amelia Church Road, along Amelia Church Road as a paved pathway, transitioning to five-foot sidewalk, crossing US 70 and ending at Clayton High School. The project length is approximately 1.1 miles, programmed under Project EL-5100OB; and,

WHEREAS, the parties have agreed to add funding for the Construction Phase of the project; and,

NOW THEREFORE, the parties wish to supplement the aforementioned Agreement whereby the following provisions are amended and/or added.

The following provisions are amended:

2. SCOPE OF PROJECT

This Supplemental Agreement consists of the construction of the Clayton Community Center Pedestrian Connector.

3. FUNDING

The Department's original participation was \$76,000. The Department agrees to reimburse the Municipality an additional \$830,770 of STP-DA funds for construction. The Municipality will provide \$207,693 as their local match.

4. TIME FRAME

The Municipality shall complete the Project by 9/1/2015. 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.

The following provisions are added to the agreement:

17. 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.

18. 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 <https://connect.ncdot.gov/projects/Contracts/Pages/LGA-Projects.aspx>.

- 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.

19. 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.

RETAINAGE

The Municipality shall not retain any portion of a payment due the contractor.

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.

SHOP DRAWINGS

Shop Drawings shall be submitted in accordance with the approved plans and specifications and may require review by the Designer.

20. 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.

21. MAINTENANCE

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

22. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Construction

REIMBURSEMENT GUIDANCE

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

REIMBURSEMENT LIMITS

- **WORK PERFORMED BEFORE NOTIFICATION**

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

▪ **NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING**

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

▪ **UNSUBSTANTIATED COSTS**

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

▪ **WORK PERFORMED BY NCDOT**

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$490,000 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 approved reimbursement rate.

- **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.

23. 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.

Except as hereinabove provided, the Agreement heretofore executed by the North Carolina Department of Transportation and Town of Clayton on 8/17/2011 and 11/26/2013, are ratified and affirmed as therein provided.

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: Sherry L. Scoggins
~~Town Clerk~~

TITLE: Jody L. McLeod
~~Mayor~~

DATE: _____

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 _____ (Governing Board) of the Town of Clayton as attested to by the signature of _____, Clerk of the _____ (Governing Board) on _____ (Date)

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

Town of Clayton
PO BOX 879 (mailing
111 E 2nd Street (physical)
Clayton, NC 27528-0879

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

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

NORTH CAROLINA
JOHNSTON COUNTY

SUPPLEMENTAL AGREEMENT

DATE: 9/20/2012

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: EL-5100 OB

AND

WBS ELEMENTS: PE 41821.1.33

TOWN OF CLAYTON

FEDERAL AID NUMBER:: STPDA-0406(5)

CFDA #: 20.205

TOTAL SUPPLEMENTAL FUNDS [NCDOT PARTICIPATION] \$0

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, the Department and Municipality on 8/17/2011, entered into a certain Locally Administered Project Agreement for the original scope: Planning, design, and construction of a pedestrian connector from the intersection of Shotwell Road with Amelia Church Road, along Amelia Church Road as a paved pathway, transitioning to five-foot sidewalk, crossing US 70 and ending at Clayton High School. The project length is approximately 1.1 miles, programmed under Project EL-5100 OB; and,

WHEREAS, the Municipality has requested an extension of time and a modification to the scope, and;

WHEREAS, the Department and the Municipality have agreed that Right of Way funds be re-allocated to cover increased design costs;

NOW THEREFORE, the parties wish to supplement the aforementioned Agreement whereby the following provisions are amended:

SCOPE

The project will now consist of planning and final design of two specific improvements which facilitate the connection of the Clayton Community Center with several schools and downtown Clayton. The first improvement is a 1.2 mile multi-use pedestrian connector that ties into existing five-foot sidewalk at the Clayton Community Center, parallels Amelia Church Road, turns south and follows Little Creek and then transitions at Lombard St to a five-foot sidewalk, which continues to the intersection of Hamby St. The second improvement is an upgraded pedestrian crossing of the NC Railroad at its intersection with Church Street.

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

- Design
- Environmental Documentation

RESPONSIBILITIES

The Municipality shall complete the project by October 31, 2012.

TITLE VI

The Municipality shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs and activities of any recipient of Federal assistance.

Except as hereinabove provided, the Agreement heretofore executed by the North Carolina Department of Transportation and Town of Clayton on 8/17/2011, is ratified and affirmed as therein provided.

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

ATTEST:
BY: Sherry L. Scoggins
TITLE: Town Clerk
DATE: 11-05-2012

TOWN OF CLAYTON
BY: [Signature]
TITLE: Mayor
DATE: 11-05-2012

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 Clayton Town Council (Governing Board) of the Town of Clayton as attested to by the signature of Sherry L. Scoggins, Clerk of the Clayton Town Council (Governing Board) on 11-05-2012 (Date)

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

(SEAL)

[Signature]
(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

Town of Clayton

PO BOX 879

Clayton, NC 27528-0879

DEPARTMENT OF TRANSPORTATION

BY: _____

(CHIEF ENGINEER)

DATE: _____

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

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT -
FEDERAL**

JOHNSTON COUNTY

DATE: 6/2/2011

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

AND

TOWN OF CLAYTON

TIP #: EL-5100 OB

WBS Elements: PE 41821.1.33

ROW 41821.2.33

CON _____

OTHER FUNDING:

FEDERAL-AID NUMBER: STPDA-0406(5)

CFDA #: 20.205

Total Funds [NCDOT Participation] \$76,000

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 Clayton Community Center Pedestrian Connector, 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 \$76,000 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 planning, final design, and right of way acquisition ^{for} of a pedestrian connector from the intersection of Shotwell Road with Amelia Church Road, along Amelia Church Road as a paved pathway, transitioning to five-foot sidewalk, crossing US 70 and ending at Clayton High School. The project length is approximately 1.1 miles.

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

- Design
- Environmental Documentation
- ROW Acquisition

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 Seventy Six Thousand Dollars (\$76,000), 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	\$76,000	80 %	\$19,000	20 %
Total Estimated Cost		\$95,000		

4. TIME FRAME

The Municipality shall complete the Project by June 30, 2012. Completion for this Agreement is defined as completion of all pre-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/legregs/legislat.html and www.ncleg.net/gascripts/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/Statutes/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/legregs/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. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Design
- Environmental Documentation
- ROW Acquisition

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 \$76,000 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.

14. 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.

15. 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.

TITLE VI - CIVIL RIGHTS ACT OF 1964

The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for STP-DA funds and obligations as approved by the Department under the terms of this Agreement.

AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IMPROPER USE OF FUNDS, EXCESS USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, or if the cost of work done by the Department exceeds the funding award, the Department will bill the Municipality.

TERMINATION OF PROJECT

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

AUDITS

In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (www.whitehouse.gov/omb/circulars/a133/a133.html) dated June 27, 2003 and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-

41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

16. SUNSET PROVISION

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

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: Sherry L. Beiggins
TITLE: Town Clerk

BY: Judy McLeod
TITLE: Mayor

DATE: 8-1-2011

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 Judy McLeod, Mayor of the Town of Clayton as attested to by the signature of Sherry L. Beiggins, Town Clerk of the Town of Clayton on 8-1-2011 (Date)

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

Robert M. McLeod
(FINANCE OFFICER)

Federal Tax Identification Number



(SEAL)

Town of Clayton

Remittance Address:

P.O. Box 879

Clayton, NC 27528

DEPARTMENT OF TRANSPORTATION

BY: T. P. [Signature]
(STATE HIGHWAY ADMINISTRATOR)

DATE: 8/17/11

APPROVED BY BOARD OF TRANSPORTATION ITEM O: 8/4/11 (Date)

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

Agenda Item: 5e

Meeting Date: 8/19/13

TITLE: PRESENTATION OF SECONDARY ROAD RIGHT OF WAY AGREEMENT.

DESCRIPTION: During the August 20, 2012, Council meeting discussion of infrastructure improvement for Project Bee / Caterpillar, Town Manager Biggs stated an item of consideration is a sliver of Town property to the north of the Dog Park on Glen Laurel Road that would enable the adjacent Caterpillar site to have a secondary access. He added a dedication to the NCDOT for the access would be needed for this process.

The attached agreement is for a secondary road right of way agreement with NCDOT and the attached map is a visual of the proposed request.

RELATED GOAL: Grow the Local Economy

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
8-20-12		
8-19-13	Presentation	Agreement and map.

SECONDARY ROAD RIGHT OF WAY AGREEMENT

THIS INSTRUMENT DRAWN BY: SPC/James CHECKED BY: _____

RETURN TO: Lloyd Johnston, Jr.
NC DOT
P. O. Box 3165
Wilson, NC 27895

NORTH CAROLINA
COUNTY OF JOHNSTON
TOWNSHIP OF CLAYTON

PARCEL: 051SR1902 001
WBS ELEMENT: 4C.051027
SECONDARY ROAD No.: N/A
NAME OF ROAD: Caterpillar Access Road

TOWN OF CLAYTON

the undersigned owners of that certain property described in Deed Book 3420 at Page 521 in the Register of Deeds Office of Johnston County, and bounded by _____ recognizing the benefits to said property by reason of the Department of Transportation assuming responsibility for the maintenance of the above-described road, hereby grants to the North Carolina Department of Transportation, the right of way for said proposed road and releases the Department from all claims for damages by reason of said right of way across the lands of the undersigned and the past and future use thereof by the Department, its successors and assigns for all purposes for which the Department is authorized by law to subject said right of way; said right of way being the width indicated and across said property as follows:

60 feet in width measured 30 feet on each side of the centerline of said proposed road, and such additional widths as might be necessary to provide for cut and fill slopes, sedimentation control and drainage of road.

This agreement also includes additional right of way at the intersection located at Equality Station -L- Station 15+13.26 = -Y-Station 26+31.73 described as follows: Beginning at the intersection of the centerline of the project with the centerline of SR 1902, measure 250 feet along the centerline of SR 1902 in both southerly and northerly directions, setting Points A and C. Beginning again at said intersection, measure 50 feet westerly along the centerline of the project, setting Point B. The additional right of way comprises the triangle bounded by connecting Points A, B, and C with straight lines.

It is understood and agreed that the centerline of the 60 foot right of way hereinabove has been staked out upon the property of the undersigned and that the centerline of the road is located in the center of the right of way stakes. The undersigned property owners further agree not to erect any structures, including masonry mailboxes, masonry driveway headwalls, any fencing, etc., or engage in cultivation within the right of way granted herein, except as approved by the North Carolina Department of Transportation pursuant to G.S. 136-93 and N.C. Administrative Code 19A NCAC 02E.0404.

In addition to the above described right of way, the undersigned hereby grant to the Department a Temporary Construction Easement described as follows:

An area 10 feet in width, outside of and adjacent to the above described right of way on both the southeast and northwest sides of the new road between survey station 14+70, survey line -L- and the western property line of the Grantors common with Caterpillar, Inc., now or formerly.

It is understood and agreed that the DEPARTMENT shall have the right to construct and maintain the cut and/or fill slopes in the above-described areas until such time that the property owners alter the adjacent lands in such a manner that the lateral support of the cut and/or fill slopes is no longer needed. Any additional construction areas lying beyond the right of way limits and beyond any permanent easement areas will terminate upon completion of the project.

There are no conditions to this agreement not expressed herein. The undersigned hereby covenant and warrant that they are the sole owners of said property; that they solely have the right to grant this right of way, and that they will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this the _____ day of _____ 2013.

TOWN OF CLAYTON

BY: _____
JODY L. MCLEOD

(Mayor)

(Seal)

ATTEST: _____
SHERRY L. SCOGGINS

(Town Clerk)

NORTH CAROLINA, _____ COUNTY

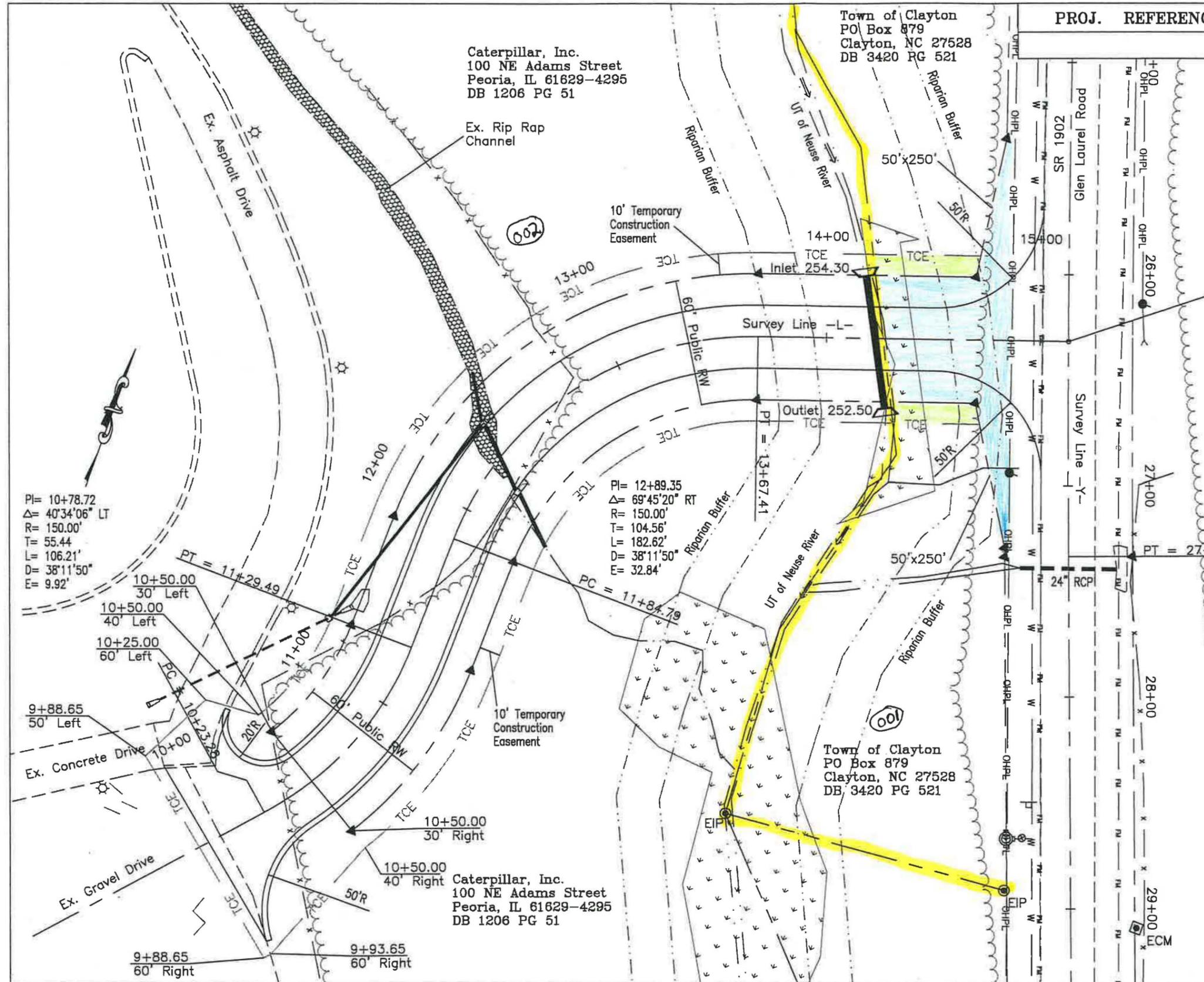
I, a Notary Public of the County and State aforesaid certify that _____ Sherry L. Scoggins personally came before me this day and acknowledged that she is Town Clerk of _____ Clayton, North Carolina _____ a municipal corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by _____ Sherry L. Scoggins _____ as its Town Clerk. Witness my hand and official stamp or seal, this the _____ day of _____, 2013.

My commission expires: _____

Notary Public

Notary Seal

PROJ. REFERENCE NO.	SHEET NO.	TOTAL SHEETS
	4	5



Caterpillar, Inc.
100 NE Adams Street
Peoria, IL 61629-4295
DB 1206 PG 51

Town of Clayton
PO Box 879
Clayton, NC 27528
DB 3420 PG 521

PI= 10+78.72
Δ= 40°34'06" LT
R= 150.00'
T= 55.44
L= 106.21'
D= 38°11'50"
E= 9.92'

PI= 12+89.35
Δ= 69°45'20" RT
R= 150.00'
T= 104.56'
L= 182.62'
D= 38°11'50"
E= 32.84'

Equality Station
-L- Station 15+13.26
-Y- Station 26+31.73

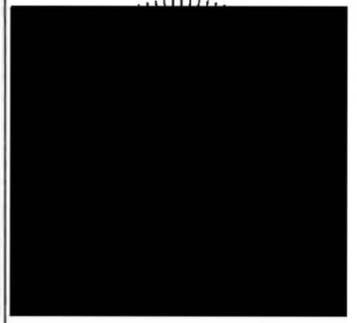
Town of Clayton
PO Box 879
Clayton, NC 27528
DB 3420 PG 521

The Contractor is responsible for verifying the type, size, depth, material and location of all existing utilities prior to construction.

"Caterpillar Access Road"

PLANS PREPARED BY:
SANDERSON ENGINEERING
2485 WENDELL BLVD P.O. BOX 2016
WENDELL, NC 27591 C-2218
919-366-2016 267-363-7254 FAX
sandersengineering@yahoo.com
Engineering and Land Planning

DATE ??



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

Agenda Item: 5f

Meeting Date: 8/19/13

TITLE: PRESENTATION OF TEXT AMENDMENTS TO CHAPTER 155 FOR THE FOLLOWING SECTIONS:

- SECTION 155.400 "ACCESS"
- SECTION 155.401 "OFF-STREET PARKING AND LOADING"
- SECTION 155.403 "SIGNS"
- SECTION 155.713 "SIGN PERMIT" &
- SECTION 155.714 "COMMON SIGNAGE PLAN"

This item is slated for public hearing at the TUESDAY, September 3, 2013, Council meeting.

DESCRIPTION: Attached.

RELATED GOAL: Manage Growth Producing Quality Developments

ITEM SUMMARY:

Date:

Action:

Info. Provided:

8-19-13

Presentation

Text Amendments.

ARTICLE 4: GENERAL DEVELOPMENT STANDARDS

§ 155.400 ACCESS.

(A) PURPOSE AND INTENT

§

It is the intent of this Section to establish procedures and design standards for driveways and access points which to promote efficiency and safety of the connecting street system, support operations of the surrounding pedestrian and bicycle network, ensure adequate safe roadway access to all parcels and lots, and promote a vibrant and attractive streetscape character. These procedures and standards are intended to preserve and enhance the character of the community, and protect the health, safety and general welfare of Clayton's residents.

~~(A) — Clayton general design guidelines. Additional considerations may be outlined in the Clayton General Design Guidelines.~~

(B) ACCESS.

For the purposes of this section, access means the point or points of ingress and egress from a development or parcel to the existing right-of-way network.

~~(B)~~(C) ACCESS REQUIRED.

(1) Except as provided in paragraph ~~(C)~~(2) below, no principal building, structure, or use may be erected or established on any lot which does not abut at least 30 feet on a street that is publicly-dedicated constructed to the standards of the Town and dedicated as a public street to the and maintained by the Town or the North Carolina Department of Transportation state.

(2) The Planning Director may authorize, in specific situations, alternative driveway access when:

- (a) The effect of such application would be to deprive the parcel of reasonable access; or
- (b) The size, ~~or configuration, of the parcel being subdivided~~ or lack of frontage makes alternatives such as an access easement or cross access infeasible.
- (c) At a minimum, entrances and exits, except those associated with a single-family residential use, shall be subject to the dimensional standards provided in Table 4-1 below.

TABLE 4-1 – DIMENSIONAL STANDARDS OF ACCESS WAYS

Min. Entrance/Exit Width	Feet ⁽¹⁾
One-Way	152 ((2))
Two-Way without median	25 (35 maximum)
Two-way with median	40 ⁽²⁾
Right Turn Radius ⁽¹⁾	
Minimum	25
Maximum	30
Notes:	
1. All entrances and exits are subject to approval by the Town of Clayton and/or NCDOT. Widths exceeding these standards may be approved by the Planning Director or Town Engineer, depending on the use.	
2. Width excludes median. 20 foot unobstructed pavement required on both sides of median, excluding landscape islands.	
3. Measured on side of driveway exposed to entry or exit by right turning vehicles.	

~~(2) — THE ERECTION OR ESTABLISHMENT OF A PRINCIPAL BUILDING, STRUCTURE, OR USE ON A LOT NOT MEETING THESE REQUIREMENTS IF IT IS CLEAR THAT ADEQUATE PROVISION FOR ACCESS FOR THE TYPE AND INTENSITY OF USE PROPOSED HAS BEEN OR WILL BE PROVIDED, AND THERE ARE SPECIAL CIRCUMSTANCES, SUCH AS THE RURAL NATURE OF THE LOT AND AREA, OR IN THE CASE OF A NONRESIDENTIAL USE, THAT AN EASEMENT HAS BEEN RECORDED GUARANTEEING ACCESSIBILITY, THAT MAKE THE APPLICATION OF THESE REQUIREMENTS TO THE PROPOSED USE NOT FEASIBLE OR UNDESIRABLE.~~

(D) COMPLIANCE WITH LOCAL AND STATE REQUIREMENTS. ~~(C) — Access to major thoroughfares.~~

- (1) Prior to beginning any construction, permits necessary to connect to the right-of-way network of the town or state shall be secured. Driveway connections to individual residences are generally excluded from this requirement, but may be necessary if a safety concern is identified.
- (2) Failure to secure necessary permits prior to construction may result in the removal of the driveways and/or denial of access at that location.
- (3) A zoning permit or eCertificate of eOccupancy shall not be issued until the access requirements of this chapter have been met.

(E) ACCESS TO RESIDENTIAL SUBDIVISIONS.

- (1) When a residential subdivision borders on or contains a major thoroughfare, direct driveway access from lots within the subdivision onto a the thoroughfare shall not be permitted.

~~(1)~~(2) In order to accommodate emergency and service vehicles, the following standards shall apply:

- (a) Any residential subdivision of greater than 30 lots shall include at least two access points. The second access may consist of an existing or future street connection to an adjacent development.
- (b) Any residential subdivision of greater than 75 lots shall include at least two access points. The second access may consist of a street connection to an existing adjacent development.
- (c) No more than 75 certificates of occupancy may be issued within the subdivision until the required secondary access has been constructed or bonded for construction.
- (d) Residential subdivisions of 250 or more lots shall provide three separate access points. Where three or more access points are required, the Town Council may waive the requirement for immediate construction of more than two access points, provided that subdivision phasing and design illustrates the additional required connections.

~~(2)~~(3) A waiver (see § 155.706(l)(7)) of these standards may be allowed by the Town Council during approval of the preliminary subdivision plat only ~~in extreme cases~~ where limited frontage, natural features (slope, topography), or similar circumstances preclude the required connections and there is no substantial impact noted regarding emergency service delivery.

(F) RESIDENTIAL DRIVEWAYS STANDARDS.

~~(C)~~ Residential driveway access to and from streets shall be constructed in accordance with Town standards as outlined below:

(1) Design

~~(4)~~ The standard residential driveway access for the Town shall be a "ramp" type driveway section. Ramp-type driveways shall be constructed in accordance with Town standards and specifications as outlined in the Town's *Engineering Design Manual*.

(2) Width

~~(2)~~ The width of a residential driveway shall be no less than ten feet and no more than 24 feet. When two residential driveways coincide along a property line, the maximum width of both driveways combined shall not exceed 24 feet.

(3) Number

~~(3)~~ The number of driveway access points servicing a residential lot should be limited to one. In no instance shall there be more than two residential driveway access points servicing the lot.

(4) Setbacks

- (a) Residential driveways shall be spaced at least 20 feet from any other driveway on the same lot.
- (b) Driveways shall be no closer than three and one-half feet to any lot line, except where two residential driveways coincide along the same lot line.
- (c) The minimum corner clearance from the curb line or edge of pavement of intersecting streets shall be at least 20 feet from the point of tangency of the radius curvature, or 20 feet from the intersection of right-of-way lines, whichever is greater.
- (d) The radius of the driveway shall not encroach on the minimum corner clearance.

~~(4)~~

~~(1) Whenever a subdivision that involves the creation of one or more new streets borders on or contains an existing or proposed major thoroughfare, no direct driveway access may be provided from lots within the subdivision onto this street.~~

~~(2) When a lot or development borders on or contains an existing or proposed thoroughfare access to the thoroughfare may be limited by one of the following means:~~

~~(a) Driveway access between the lot and the thoroughfare shall be located not closer than 400 feet to the nearest centerline of any other proposed or existing driveway access along the same side of the thoroughfare.~~

~~(b) Lots shall be subdivided so as to provide access onto a frontage road or reverse frontage road. The centerline of the frontage or reverse frontage road where it intersects the thoroughfare shall be no closer than 800 feet to the centerline of the nearest proposed or existing driveway access or road.~~

~~(c) Approval of driveway access between a lot and the thoroughfare at an interval less than those specified may be granted only by review and recommendation of the Public Works Director and NCDOT.~~

~~(3) The driveway access provisions shall not be applicable to any subdivision lot where:~~

~~(a) The effect of such application would be to deprive the lot of reasonable access; or~~

~~(b) The size of the parcel being subdivided, or lack of frontage on the thoroughfare makes the alternatives above not feasible.~~

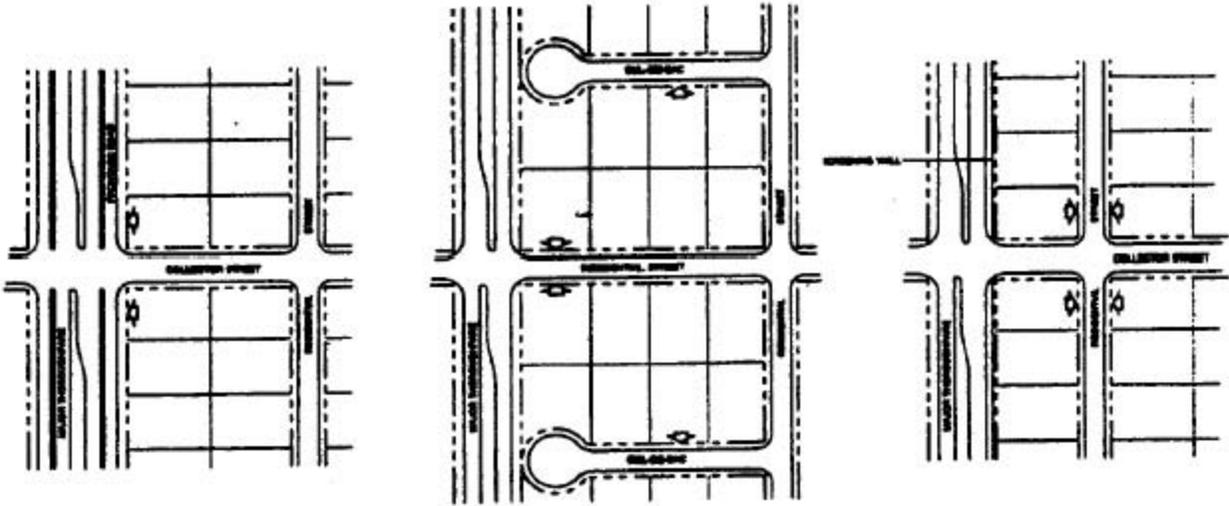
~~(4) No zoning permit or certificate of occupancy may be issued until the major thoroughfare access requirements of this chapter have been met.~~

~~(D) Access to minor thoroughfares. All access to minor thoroughfares shall occur in accordance with the following.~~

~~(1) Provision of a frontage road. Lots may take direct access onto a frontage road.~~

~~(2) Provision of cul-de-sacs. Lots may take indirect access by fronting on cul-de-sacs.~~

~~(3) Change of lot orientation. Lots may front on a parallel residential street.~~



~~(E) — Residential driveways. Residential driveway access to and from streets shall be constructed in accordance with Town standards as outlined below:~~

~~(5) — Driveway type. The standard residential driveway access for the Town shall be the "ramp" type driveway section. Ramp type driveways shall be constructed in accordance with Town standards and specifications as outlined in the Town's Engineering Design Manual.~~

~~(6) — Width of driveway. The width of a residential driveway shall be no less than ten feet and no more than 24 feet. When two residential driveways coincide along a property line, the maximum width shall not exceed 24 feet.~~

~~(7) — Number of driveway access points. The number of residential driveway access points servicing any lawful lot should be limited to one; however, in no instance shall there be more than two residential driveway access points servicing the lot.~~

~~(8) — Location of driveway access points. Residential driveways shall be spaced at least 20 feet from any other driveway on the same lot, but not nearer than three and one-half feet to any lot line, except where two residential driveways coincide along the same lot line. The minimum corner clearance from the curb line or edge of pavement of intersecting streets shall be at least 20 feet from the point of tangency of the radius curvature, or 20 feet from the intersection of right of way lines, whichever is greater. The radius of the driveway shall not encroach on the minimum corner clearance.~~

(G) NON-RESIDENTIAL DRIVEWAY STANDARDS

(1) Design

~~(F) — Nonresidential driveways.~~

Non-residential driveway access to and from streets shall be constructed in accordance with the standards and specifications provided in the manual, *Policy on Street and Driveway Access to North Carolina Highways*, as adopted and amended by NCDOT.

(2) Number

(a) For any development, the number of driveway access points may be restricted where it is necessary for purposes of decreasing traffic congestion or hazards. These restrictions may include required common access points.

(b) Approval of driveway access between a lot and the right-of-way at an interval less than those specified by the *Policy on Street and Driveway Access to North Carolina Highways* manual, as adopted and amended by NCDOT, may be granted only by review and recommendation of the Town Engineer and NCDOT.

~~(1) The Town Attorney shall approve the recordable documents for all required common access points.~~

(3) Outparcels

~~(2)~~ Outparcels shall take access from within the development, where possible.

(H) CROSS ACCESS CONNECTIONS:

~~*Nonresidential driveway access to adjacent development.*~~

(1) Internal ~~D~~driveway connections to adjacent existing or future development shall be provided for residential and commercial development, and clearly identified. All driveway connections shall be constructed and stubbed, and future development of adjacent property shall complete a connection to any existing stub.

(2) Access easements may be required to ensure outparcels or adjacent developments have adequate access if ownership patterns change.

(3) ~~(3)~~The Planning Board or Town Council may waive the requirement for a driveway connection required above in those cases where unusual topography or site conditions would render such a ~~n~~ connection or easement of no benefit to adjoining properties.

~~(4) The Planning Board or Town Council may approve the closure of driveway access in those cases where adjoining parcels are subsequently developed with a residential use.~~

(I) SHARED ACCESS:

A shared access easement may be required between adjacent lots fronting on ~~arterial and collector~~ a thoroughfare streets in order to minimize the total number of access points along those streets and to facilitate traffic flow between lots.

(J) CLOSURE OR RELOCATION OF EXISTING ACCESS POINTS.

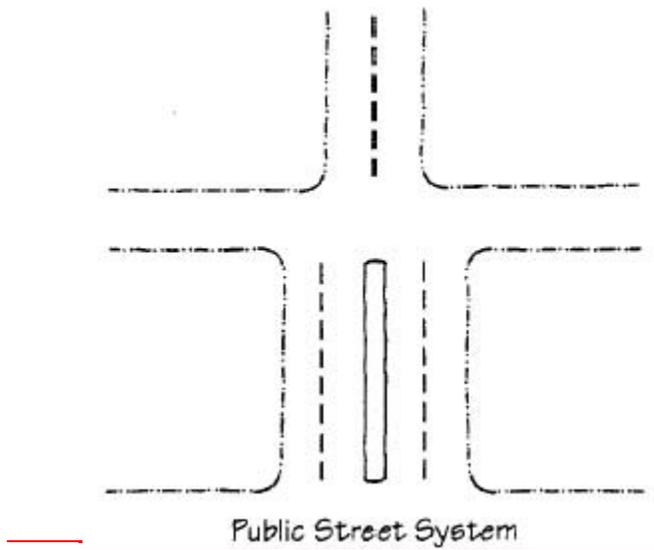
(1) The Planning Board or Town Council, in conjunction with NCDOT, shall have the authority to require the closure or relocation of existing access points where multiple access points to the site are available.

(2) The Planning Board or Town Council may approve the closure of driveway access in those cases where adjoining parcels are subsequently developed with a residential use.

~~(3) Emergency access drives shall be a minimum of 24 feet in width.~~

~~Multiple entrances required.~~

~~(G) Divided entrances required. Where the Town Council determines it is necessary, a divided entrance shall be required for a subdivision or development. Where a divided entrance is credited as two access points, the divided entrance shall be four travel lanes from the intersection with the public road system to the first intersection within the development.~~



(K) VISIBILITY AT INTERSECTIONS.

~~(H) Visibility at intersections.~~

(1) ~~Corner lots.~~ On a corner lot, nothing shall be erected, placed, planted, or allowed to grow in such a manner as to materially impede vision between a height of ~~two and one half feet~~ 30 inches and ten feet in a triangular area formed by a diagonal line between two points on the right-of-way lines, 20 feet from where they intersect.

- (2) ~~Driveways.~~—Adequate sight distance should be provided at all driveway access points and shall be in accordance with the standards provided in the manual, *Policy on Street and Driveway Access to North Carolina Highways*, as adopted and amended by the NCDOT.

(L) THOROUGHFARE OVERLAY DISTRICT.

~~(D)~~ In addition to the standards set forth in this Section, ~~Commercial or residential~~ driveways to be constructed within a Thoroughfare Overlay District ~~shall be~~ subject to the additional standards set forth in § 155.204(A).

(Ord. 2005-11-02, passed 11-21-05)

§ 155.401 OFF-STREET PARKING AND LOADING.

(A) PURPOSE AND INTENT.

~~The purpose of this Section is to ensure the provision of off-street parking, loading, queuing and on-site circulation is in proportion to the demand created by each use. By requiring such facilities, it is the intent of the town to ensure the provision of functional and functionally adequate, aesthetically pleasing and safe off-street parking, loading, queuing, and on-site circulation.~~

~~(A)~~(B) APPLICABILITY.

~~(1)~~ (1) The standards of this Section shall apply to all new development or existing development that is modified to the extent that it includes uses or site design features that were not specifically shown on previously approved plans. All off-street parking areas shall be ~~continuously~~ maintained in accordance with this Section. ~~Unless specifically exempt, all existing and proposed development shall provide off-street parking and loading facilities in accordance with this section.~~ No ~~C~~certificate of ~~O~~ccupancy shall be issued until ~~these parking~~the requirements ~~and regulations~~of this Section ~~have been~~are met.

~~(1)~~(2) All required off-street parking shall be provided on the same lot as the principal use, except developments with common parking lots and as provided in §155.401(C)(4)(d), Shared Parking. The location of required off-street parking spaces shall not interfere with normal vehicular, bicycle and pedestrian traffic flow or with the operation of queuing and backup areas. Loading areas shall not obstruct pedestrian pathways.

~~(2)~~(3) With the exception of ~~at~~he restriping of a parking area or other vehicular use area which does not result in a reconfiguration of the parking spaces, any modification to existing off-street parking and loading facilities shall conform to the requirements of this ~~S~~section.

~~(3)~~(4) No land ~~with more than five parking spaces~~ shall be developed as a parking area or parking garage without an approved site plan issued in accordance with § 155.707 or a Zoning Permit in accordance with § 155.709.

~~(4)~~(5) Buildings and uses lawfully existing as of the effective date of this chapter may be redeveloped, renovated or repaired without providing additional off-street parking and loading facilities, provided~~ing~~ there is no increase in gross floor area or change in use of existing floor area that would increase parking demands.

~~(5)~~(6) Where a ~~building vehicular use area~~ existed as of the effective date of this ~~C~~chapter, and such building is enlarged in gross floor area or impervious area by less than 10% or 2,000 square feet, whichever is less, the off-street parking and loading requirements as specified in this ~~S~~section shall only be required for the enlarged area.

~~(6)~~(7) A change in use of a building or of a use existing as of the effective date of this ~~C~~chapter shall require additional off-street parking and loading facilities to comply with the requirements of this ~~S~~section for the new use unless tThe new use has the same parking requirement or a lesser requirement than the previous one use.

÷

~~The building is less than 2,000 square feet in floor area; or~~

~~The new use has the same parking requirement or a lesser requirement than the previous on~~

~~(7) e.~~

~~(8)~~

(8) Parking required within an Overlay District is subject to the provisions of this Section, except that regulations within § 155.204 (Overlay Districts) shall supersede and may be either more or less restrictive than the regulations for parking contained in this Section.

(9) ~~In the Central Business~~In the Downtown Overlay District, the Planning Director may allow a new use to be established, or existing structure expansion, even if ~~all~~ off-street parking and loading requirements of this Section cannot be met for the new use, provided that as much off-street parking and loading as can reasonably be provided is provided ~~by the use~~, and no foreseeable traffic congestion problems will be created.

~~(B) HOW TO USE THIS SECTION. This section is divided into the following:~~

~~Part 1. Off Street Parking~~Parking Standards § 155.401(C)

~~Part 2. Off Street Stacking~~Queuing Standards. § 155.401(D)

~~Part 3. Off Street Loading~~Standards. § 155.401(E)

PART 1. OFF-STREET PARKING STANDARDS

(C) OFF-STREET PARKING REQUIREMENTS

~~(C) -~~
~~(1) -~~ **(1) Calculation of parking ratios** Computing Parking Standards

(a) Developments containing more than one use shall provide parking spaces in an amount equal to the total of the requirements for all uses.

(b) Off-street parking requirements that are based on square footage shall be computed using Gross Floor Area (GFA), unless another measurement is specifically called for in this Section.

~~(b)~~(c) Where fractional spaces result, the parking spaces required shall be construed to be the next highest whole number.

(d) The parking space requirements for a use not specifically listed in the Table 4-2 below shall be the same as for the listed use deemed most similar to the proposed use by the Planning Director.

(e) In residential districts in which garage space is provided, the garage space may be considered in determining whether required parking has been met.

~~(c) -~~
~~(2) Minimum Parking ratios~~ Requirements

~~(a) -~~ Minimum

Off-street vehicular and bicycle parking spaces shall be provided in accordance with Table 4-2, Minimum Off-Street Parking Requirements. The following minimum off-street parking ratios shall be applicable to all general use zoning districts. Where in the opinion of the applicant, a listed ratio requires too much or too little parking, the applicant may provide a An alternative parking plan with data submitted in support of higher or lower ratios in accordance with § 155.401(C)(4) may be submitted to support variations to the requirements below. 1. For bicycle parking, the minimum required parking shall be two bicycle parking spaces (or one rack) unless “no requirement” is listed in the table. (see (C)(4) of this section).

TABLE 4-2 MINIMUM OFF-STREET PARKING REQUIREMENTS

<u>Use Type</u>	<u>Parking Ratio</u>	<u>Bicycle Parking Ratio</u>
<u>Residential Uses</u>		
<u>Accessory Dwelling</u>	<u>1 space per unit</u>	<u>None</u>
<u>Farm Residence</u>	<u>2 spaces per unit</u>	<u>None</u>
<u>Farm Worker Quarters</u>	<u>1 space per 4 units or</u>	<u>None</u>
<u>Guest Cottage</u>	<u>1 space per cottage</u>	<u>None</u>
<u>Home Occupation</u>	<u>N/A</u>	<u>None</u>
<u>Multi-Family (including Apartments and Manufactured Home Parks)</u>	<u>1 space per studio or 1 bedroom unit; 2 spaces per unit (two bedrooms or more); plus 1 guest parking space per 4 units</u>	<u>1 rack per building or 1 per 50 units*</u>

Use Type	Parking Ratio	Bicycle Parking Ratio
Nursing Home (Congregate Living Facility)	1 space per unit or 2 beds (whichever is greater) plus 1 space per 200 sq. ft. of office space	1 rack per building
Security or Caretaker Quarters	1 space per unit	No requirement
Senior Apartments	1.3 spaces per unit	1 rack per building
Single-family, Zero Lot Line, Alley Loaded, Two-Family, Townhouse, or Manufactured Home	2 spaces per unit	No requirement
Public and Civic Uses		
Assembly, Not For Profit	1 space per 3 seats or 200 sq. ft. for the principal place of assembly, whichever is greater.	1 rack, or 1 rack per 100 auto spaces*
Cemetery	1 space per 200 sq. ft. of office space; plus 1 space per 500 sq. ft. of maintenance area; plus a minimum of 5 public spaces.	No requirement
Church or Place of Worship	1 space per 3 seats or 200 sq. ft. for the principal place of worship, whichever is greater.	1 rack, or 1 rack per 100 auto spaces*
Civic Club	1 space per 500 sq. ft.	1 rack, or 1 rack per 100 auto spaces*
College or University	1 space per 2 students; plus 1 space per 5 seats in gymnasiums and auditoriums; plus 1 space per 200 sq. ft. of administrative and educational office space	1 rack per 40 students and employees
Day Care	1 space per 5 persons plus drop off stall	No requirement
Government Services	1 space per 500 sq. ft.; or 1 space per 3 seats, whichever is greater	1 rack
Homeless Resource Centers	1 space per 200 sq. ft. of accessory service delivery areas	1 rack, or 1 rack per 100 auto spaces*
Hospital or Medical Center	1 space per 2 beds; plus 1 space per 200 sq. ft. of outpatient treatment area	1 rack per building, or 1 rack per 50,000 sf*
School; Elementary or Secondary	1 space per employee, 1 visitor space for every 50 students, 1 space for every 5.5 students in 10th thru 12th grade; Auditorium or stadium- 1 space per 3 seats	1 rack per 40 students above 2nd grade and all employees
School; Technical, Trade or Business	1 space per classroom; plus 1 space per 5 students; plus 1 space per 200 sq. ft. of administration, and assembly areas	1 rack per 40 students and employees
Recreational Uses		
Arena, Auditorium or Stadium	1 space per 3 seats	3 racks, or 1 rack per 50 auto spaces*
Bowling Alley	3 spaces per lane	3 racks, or 1 rack per 100 auto spaces*
Campground	1 space per campsite	1 rack
Community Clubhouse	1 space per 300 sq. ft.	3 racks, or 1 rack per 50 auto spaces*
Entertainment, Indoor (except Bowling Alley)	1 space per 200 sq. ft. or 1space per 3 seats, whichever is greater	3 racks, or 1 rack per 100 auto spaces*
Entertainment, Outdoor	1 space per 3 seats; or 10 spaces per acre occupied by amusements, whichever is greater	3 racks, or 1 rack per 100 auto spaces*
Fitness Center	1 space per 200 sq. ft.	3 racks, or 1 rack per 100 auto spaces*

<u>Use Type</u>	<u>Parking Ratio</u>	<u>Bicycle Parking Ratio</u>
<u>Golf Course</u>	<u>4 spaces per hole; plus 1 space per 300 sq. ft. of clubhouse</u>	<u>3 racks, or 1 rack per 100 auto spaces*</u>
<u>Gun Club or Gun Range</u>	<u>1 space per target area</u>	<u>1 rack, or 1 rack per 100 auto spaces*</u>
<u>Park, Passive</u>	<u>2 spaces for the first acre plus 1 space for each additional 2 acres; accessory uses shall be parked as required</u>	<u>3 racks, or 1 rack per 50 auto spaces*</u>
<u>Special Event</u>	<u>1 space per 3 seats; or 10 spaces per acre occupied by amusements, whichever is greater</u>	<u>No requirement</u>
<u>Stable, Commercial or Private</u>	<u>1 space per 500 sq. ft.; plus 1 space per 4 animal stalls</u>	<u>1 rack, or 1 rack per 100 auto spaces*</u>
<u>Swimming pool</u>	<u>1 space per 200 sq. ft. of pool area</u>	<u>3 racks, or 1 rack per 100 auto spaces*</u>
<u>Tennis and Basketball Courts</u>	<u>1.5 spaces per court</u>	<u>3 racks, or 1 rack per 100 auto spaces*</u>
<u>Agricultural Uses</u>		
<u>Agriculture Use (Unless Otherwise Specified)</u>	<u>1 space per 1,000 sq. ft. or 1 space per employee on maximum shift</u>	<u>No requirement</u>
<u>Agriculture, Sales and Service</u>	<u>1 space per 250 sq. ft.</u>	<u>No requirement</u>
<u>Agriculture, Storage</u>	<u>1 space per 1,000 sq. ft.</u>	<u>No requirement</u>
<u>Agriculture, Accessory Use</u>	<u>5 spaces or 1 space per employee, whichever is greater</u>	<u>No requirement</u>
<u>Community Garden</u>	<u>4 spaces per garden</u>	<u>3 racks, or 1 rack per 50 auto spaces*</u>
<u>Nursery, retail</u>	<u>1 space per 500 sq. ft. of indoor or covered retail and office areas plus 1 space per 4 acres if the nursery is 20 acres or less, or 1 space per 5 acres if the nursery is greater than 20 acres</u>	<u>No requirement</u>
<u>Nursery, wholesale</u>	<u>1 space per 4 acres if the nursery is 20 acres or less, or 1 space per 5 acres if the nursery is greater than 20 acres</u>	<u>No requirement</u>
<u>Produce Stand</u>	<u>1 space per 200 sq. ft. including outdoor sales display area</u>	<u>No requirement</u>
<u>Commercial Uses</u>		
<u>Adult Oriented Business</u>	<u>1 space per 200 sq. ft.</u>	<u>1 rack, or 1 rack per 100 auto spaces*</u>
<u>Bed and Breakfast</u>	<u>2 spaces for the primary dwelling unit plus 1 space per guest room</u>	<u>No requirement</u>
<u>Car Wash / Auto Detailing</u>	<u>1 space per 200 sq. ft. of office, retail, or indoor seating area</u>	<u>No requirement</u>
<u>Contractor Office</u>	<u>1 space per 200 sq. ft.</u>	<u>No requirement</u>
<u>Contractor Storage Yard</u>	<u>1 space per 5,000 sq. ft. of outdoor storage area</u>	<u>No requirement</u>
<u>Convenience Store, with or without Gas Sales</u>	<u>1 space pre 200 sq. ft.</u>	<u>1 space per 20 auto spaces provided</u>
<u>Creative Studio</u>	<u>1 space per 400 sq. ft.</u>	<u>1 rack, or 1 rack per 100 auto spaces*</u>
<u>Dispatching Office</u>	<u>1 space per 250 sq. ft.</u>	<u>1 rack</u>
<u>Financial Institution</u>	<u>1 space per 250 sq. ft.</u>	<u>1 rack, or 1 rack per 100 auto spaces*</u>
<u>Funeral Home</u>	<u>1 space per 4 seats</u>	<u>1 rack</u>
<u>Hotel/Motel</u>	<u>1.25 spaces per room (convention areas, restaurants, etc. over 2,000 sq. ft. to be calculated separately)</u>	<u>1 space per 20 auto spaces provided</u>

Use Type	Parking Ratio	Bicycle Parking Ratio
Kennel	1 space per employee; and, 1 space for each 200 sq. ft. of sale, grooming or office area.	1 rack
Kiosk	N/A	No requirement
Laundry Services	1 space per 200 sq. ft.	1 rack
Lounge, Cocktail	1 space per 3 seats	1 rack, or 1 rack per 100 auto spaces*
Microbrewery	1 space per 1,000 sq. ft. (accessory uses calculated separately)	1 rack, or 1 rack per 100 auto spaces*
Newspaper Publisher	1 space per 1,000 sq. ft.	1 rack
Office, General	1 space per 300 sq. ft.	1 rack, or 1 rack per 100 auto spaces*
Office, Medical	1 space per 200 sq. ft.	1 rack, or 1 rack per 100 auto spaces*
Outdoor Seating / Sidewalk Cafe	1 space per 3 seats	1 rack, or 1 rack per 100 auto spaces*
Pawn Shop	1 space per 200 sq. ft.	1 rack, or 1 rack per 100 auto spaces*
Personal services	1 space per 200 sq. ft.	1 rack, or 1 rack per 100 auto spaces*
Radio or Television Studio	1 space per 300 sq. ft.	1 rack, or 1 rack per 100 auto spaces*
Restaurant	1 space per 3 seats including outdoor seating area	1 rack, or 1 rack per 100 auto spaces*
Retail Sales, General	1 space per 200 sq. ft.	1 rack, or 1 rack per 100 auto spaces*
Retail Sales, Neighborhood	1 space per 200 sq. ft.	1 rack, or 1 rack per 100 auto spaces*
Self-Service Storage	1 space per 100 storage bays; minimum of 5 customer spaces (security quarters calculated separately)	No requirement
Service, General	1 space per 200 sq. ft.	1 rack, or 1 rack per 100 auto spaces*
Service, Neighborhood	1 space per 200 sq. ft.	1 rack, or 1 rack per 100 auto spaces*
Theater, indoor	1 space per 3 seats	1 space per 20 auto spaces provided
Vehicle Repair or Service	1 space per 250 sq. ft.	No requirement
Vehicle Sales or Rental	1 space per 250 sq. ft. of enclosed area; plus 1 space per 5,000 sq. ft. of outdoor sales, rental and display area; plus 2 spaces per service bay	1 rack
Veterinary Clinic	1 space per 250 sq. ft. of floor area	1 rack, or 1 rack per 100 auto spaces*
Video Sweepstakes Operation / Internet Cafe	1 space per 200 sq. ft. or 1 space per 3 seats, whichever is greater	1 rack, or 1 rack per 100 auto spaces*
Industrial Uses		
Building Supplies, Wholesale	1 space per 1,000 sq. ft.	No requirement
Crematorium	1 space per 4 seats or 100 square feet of chapel area, whichever is greater	No requirement
Gas and Fuel, Wholesale	1 space per 250 sq. ft.	No requirement
Laboratory, Research	1.5 spaces per 1,000 sq. ft.	1 rack
Manufacturing and Processing	1.5 spaces per 1,000 sq. ft.	1 rack
Research and Development	1.5 spaces per 1,000 sq. ft.	1 rack
Salvage or Junk Yard	1 space per 200 sq. ft. of office space; plus 1 space per employee	No requirement
Transportation Facility	1 space per 200 sq. ft. of office space	1 rack

Use Type	Parking Ratio	Bicycle Parking Ratio
Warehouse	1 space per 1,000 sq. ft.; plus 1 space per 200 sq. ft. of office space	1 rack
Wholesaling, General	1 space per 1,000 sq. ft.	1 rack
Utilities		
Electric Power Facility	1 space per 200 sq. ft. of office space; plus 1 space per 10,000 sq. ft.	No requirement
Recycling Center	1 space per 200 sq. ft. of office space; plus one space per 250 sq. ft. of warehouse and maintenance area; plus 1 space per 10,000 sq. ft.	No requirement
Recycling Drop-Off Bin	1 space per bin	No requirement
Renewable Energy Facility	1 space per site and 1 space per 200 sq. ft. of office space	No requirement
Sanitary Landfill	1 space per 200 sq. ft. of office space; plus 1 space per employee	No requirement
Solid Waste Transfer Station	1 space per 1,000 sq. ft.	No requirement
Telecommunication Facility	Exempt from parking regulations unless otherwise required by Planning Director	No requirement
Utility	1 space per 200 sq. ft. of office space plus 1 space per employee	No requirement
Notes:		
<ol style="list-style-type: none"> 1. The provision of parking spaces and passenger loading areas for persons who have disabilities shall be governed by the Americans with Disabilities Act (ADA) Standards for Accessible Design. 2. In addition to the parking requirements of Table 4.2, Minimum Off-Street Parking Requirements, uses with company vehicles shall provide 1 space per company vehicle. 3. The Planning Director may reduce the required number of parking spaces by up to 10% for reasons of topography, tree preservation, mixes of uses, ride sharing programs, availability of transit, or other conditions specific to the site, provided that the reduction in the required number of parking spaces satisfies the intent of this chapter. 4. The Planning Director may reduce the required number of bike racks, provided that the reduction in the required number of spaces satisfies the intent of this chapter. <p>* Whichever is greater</p>		

RESIDENTIAL USES		
Single-family detached Zero-lot line Alley-loaded Two-Family Townhouse Manufactured home	All uses	2-per unit
Apartment	Studio	1.25-per unit

Upper-story residential	1-bedroom	1.50 per unit
	2-bedroom	1.75 per unit
	3+ bedroom	2.00 per unit
Manufactured home park	-	2 per unit +1 visitor space per 4 units
CIVIC USES		
Adult care home (2 to 6 adults)	All uses	2 per unit + 1 per 4 bedrooms
Adult care home (7 to 12 adults)		
Adult care home (13+ adults)		
Boarding house		
Child care home (3 to 8 children)	All uses	1 per employee
Child care center (9+ children)		
College	--	6 per classroom + 1 per 300 SF of office area + 1 per 5 seats in any auditorium or similar facility
Civic club	--	1 per 500 SF of GFA
Hospital	--	1 per 2 beds
Museum, library	--	1 per 200 SF or GFA
Nursing home	--	1 per 5 beds
Park, open area*	All uses	As determined by Planning Director
Place of worship	--	1 per 8 seats in largest assembly room
Public safety facility	--	As determined by Planning Director
School (public or private)	Elementary/	1 per classroom + 1 per 300 SF of office area
	Junior High	6 per classroom + 1 per 300 SF of office area + 1 per 5 seats in any auditorium or similar

	High School	facility
* = Group of Uses (§ 155.300)		
CIVIC USES		
Technical, trade or business school	—	6 per classroom + 1 per 300 SF of office area + 1 per 5 seats in any auditorium or similar facility
Utility, Minor*	All uses	1 per 1,000 SF of GFA
Utility, Major*	All uses	1 per 1,000 SF of GFA
Wireless telecommunication facility	—	As determined by Planning Director
COMMERCIAL USES		
Adult-oriented business	—	1 per 100 SF of seating area
Agriculture (involving livestock)*	All uses	As determined by Planning Director
Agriculture (sales and processing)*	All uses	As determined by Planning Director
Bed & Breakfast	—	1 per unit + 1 per guest room
Cemetery	—	As determined by Planning Director
Club, private	—	1 per 500 SF of GFA
Contractor's office	—	1 per 1,000 SF of GFA
Creative studios	—	1 per 400 SF of GFA
Funeral home	—	1 per 8 seats in largest assembly room
Gas station with convenience retail	—	1 per 200 SF of GFA
Hotel, motel	—	1 per guest room + 1 per 200 SF of

		conference/banquet/restaurant area
Indoor recreation (commercial)*	Bowling Alley	3 per lane
	All other uses	1 per 250 SF of GFA
Kennel	—	1 per 250 SF of GFA of office area
Manufacturing, Limited*	All uses	1 per 1,000 SF of GFA
Newspaper publisher	All uses	1 per 1,000 SF of GFA
Office, General*	Bank	1 per 250 SF of GFA
	All other uses	1 per 400 SF of GFA
Office, Medical*	All uses	1 per 250 SF of GFA

* = Group of Uses (§ 155.300)

COMMERCIAL USES

Outdoor recreation (commercial)*	Campground	1 per campsite
	Golf course	2 per hole
	All other uses	As determined by Planning Director
Radio or television studio	—	1 per 300 SF of GFA
Recreational club, private	—	1 per 500 SF of GFA
Restaurant	—	1 per 100 SF GFA
Retail, Neighborhood*	All uses	1 per 200 SF GFA
Retail, General*	All uses	1 per 200 SF GFA
Self-storage facility	—	Minimum 5 + 1 per 100 storage units
Service, Neighborhood*	All uses	1 per 200 SF GFA

Service, General*	All uses	1 per 200 SF GFA
Vehicle repair*	All uses	3 per service bay
Vehicle sales*	All uses	1 per 500 SF GFA
Vehicle service*	Car wash	1 per wash bay
	All other uses	3 per bay
Veterinarian, animal hospital	—	1 per 250 SF of GFA
Warehouse and freight movement*	All uses	1 per 1,000 SF of GFA
INDUSTRIAL USES		
Crematorium	—	1 per 8 seats in largest assembly room
Manufacturing, General*	All uses	1 per 1,000 SF of GFA
Manufacturing, Heavy*	All uses	1 per 1,000 SF of GFA
Research and development*	All uses	1 per 1,000 SF of GFA
Waste service*	All uses	1 per 5,000 SF of GFA + 1 per 5,000 SF of outside storage area
* = Group of Uses (§ 155.300)	-	-

(b) — Maximum.

1. — No use shall provide more than 110% of the required parking shown in the table above unless any parking above the 110% threshold is pervious or is provided through use of structured parking.

2. — Where a project is intended to be developed in phases, the Planning Board may approve development of a parking area intended to serve current and future development.

(c) — Modifications. The Planning Director may reduce the required number of spaces by up to 5% if for reasons of topography, mixes of uses, ride sharing programs, availability of

~~transit, or other conditions specific to the site, provided the reduction in the required number of parking spaces satisfies the intent of this chapter.~~

~~(3) Design Standards.~~

~~(1)~~

~~(a) Vehicular area Landscaping~~

~~1. Vehicular area landscaping, including interior, terminal and median islands, shall be designed in accordance with the requirements set forth in § 155.402(D)(2) of this Chapter.~~

~~(a) Clayton General Design Guidelines. Additional considerations may be outlined in the Clayton General Design Guidelines.~~

~~(b) Dimensions.~~

~~1. Parking space sizes shall be governed by the dimensions indicated in Table 4-3, Minimum Parking Dimensions For Nonresidential Uses and Residential Uses with Shared Parking Lots:~~

TABLE 4-3 MINIMUM PARKING DIMENSIONS FOR NONRESIDENTIAL USES AND RESIDENTIAL USES WITH SHARED PARKING LOTS

<u>Angle</u>	<u>Type</u>	<u>Space Width (feet)</u>	<u>Space Depth (feet)</u>	<u>Aisle Width (feet)</u>
9	<u>General</u>	<u>10.0</u>	<u>23</u>	<u>12.0</u>
	<u>Handicapped</u>	<u>10.0</u>	<u>23</u>	<u>12.0</u>
45	<u>General</u>	<u>9.0</u>	<u>19.0</u>	<u>13.0</u>
	<u>Handicapped</u>	<u>12.5</u>	<u>19.0</u>	<u>13.0</u>
60	<u>General</u>	<u>9.0</u>	<u>19.0</u>	<u>18.0</u>
	<u>Handicapped</u>	<u>12.5</u>	<u>19.0</u>	<u>18.0</u>
70	<u>General</u>	<u>9.0</u>	<u>19.0</u>	<u>18.0</u>
	<u>Handicapped</u>	<u>12.5</u>	<u>19.0</u>	<u>18.0</u>
75	<u>General</u>	<u>9.0</u>	<u>19.0</u>	<u>24.0</u>
	<u>Handicapped</u>	<u>12.5</u>	<u>19.0</u>	<u>24.0</u>
80	<u>General</u>	<u>9.0</u>	<u>19.0</u>	<u>24.0</u>
	<u>Handicapped</u>	<u>12.5</u>	<u>19.0</u>	<u>24.0</u>
90	<u>General</u>	<u>9.0</u>	<u>19.0</u>	<u>24.0</u>
	<u>Handicapped</u>	<u>12.5</u>	<u>19.0</u>	<u>24.0</u>
<u>Notes:</u>				

1. 0 angle parking represents parallel parking
2. Angled parking with two-way traffic movement shall be a minimum of 24 feet wide
3. The maximum grade permitted for any required parking shall not exceed 8%.
4. Parking spaces using geometric standards other than those specified above may be approved if developed and sealed by a registered engineer subject to a determination by the Town Engineer that the proposed facility will satisfy off-street parking requirements as adequately as would a facility using those specified above.

1. ~~—~~ Parking space sizes shall be governed by the following dimensions:

Parallel stall	20 feet x 9 feet
Angle stall	19 feet x 9 feet
Ninety-degree stall	19 feet x 9 feet
Handicapped stall	19 feet x 12.5 feet

2. ~~—~~ Minimum aisle widths shall be as follows:

Parking Angle	Aisle Width in Feet	
	One-Way Traffic	Two-Way Traffic
0-15	12	24 (0 degrees only)
16-37 degrees	11	—
38-57 degrees	13	—
58-74 degrees	18	—
75-90 degrees	24	24

3. ~~—~~ The maximum grade permitted for any required parking shall not exceed 8%.

4. ~~—~~ Parking spaces using geometric standards other than those specified above may be approved if developed and sealed by a registered engineer with expertise in parking facility design subject to a determination by the Public Works Director, that the proposed facility will satisfy off-street parking requirements as adequately as would a facility using those specified above.

(c) Bicycle Parking Facilities:

When required pursuant to Table 4-2, bicycle parking facilities shall meet the following requirements:

1. Each bicycle rack shall accommodate two bicycle parking spaces. Where a bike can be locked on both sides of a rack without conflict, each side can be counted as a required space.
2. Bicycle racks shall be securely anchored, easily usable with both U-locks and cable locks and support a bicycle at two points of contact to prevent damage to the bicycle wheels and frame.
3. Spacing of the racks shall provide clear and maneuverable access. Each required bicycle parking space must have at least two by six feet of clearance and be located no closer than three feet from a wall.
4. Bicycle racks may be placed on private property or within the public right-of-way. Facilities in the right-of-way must be approved by the Public Works Director or NCDOT, as applicable.
5. Bicycle rack location shall not impede pedestrian and vehicular traffic.
6. Bicycle racks must be publicly accessible and be located no more than 100 feet from the building entrance the bicycle rack is intended to serve.
7. Bicycle racks shall be separated from automobile parking by a physical barrier or by at least 6 feet where automobile parking is prohibited
8. Alternative bicycle parking facilities (both type and location) which meet the intent of the requirements listed in Table 4-2 may be provided subject to Planning Director approval.

(d) Circulation Standards

1. A safe arrangement of pedestrian pathways, bikeways, roads, driveways, and off-street parking and loading spaces within parking areas shall be provided.
2. Streets, pedestrian walks, parking areas, and open space shall be designed as integral parts of an overall site design and shall be properly related to existing and proposed buildings, adjacent uses and landscaped areas.
3. Structures, vehicular circulation lanes, parking spaces, driveways, and open spaces shall be designed to provide logical, impediment free pedestrian movement. The site shall be arranged so that pedestrians moving between buildings are not unnecessarily exposed to vehicular traffic.
4. Where off-street parking directly abuts a walkway or sidewalk, the parking area shall be separated from the walkway or sidewalk by concrete wheel stops or continuous curbing. Walkways or sidewalks shall be a minimum of five feet wide, exclusive of vehicle overhang. Single family residential uses are exempt from this requirement.
5. A continuous internal pedestrian walkway shall be provided from each adjacent perimeter public sidewalk to all customer entrances.

~~(c)~~(e) Surfacing Material.

1. ~~Surfacing required. Except as provided below~~Unless provided below, where all off-street facilities ~~are~~ provided for parking or any other vehicular use area, ~~they~~ shall be surfaced with asphalt ~~bituminous~~or, concrete ~~or dustless material approved by the Town Engineer~~ and shall be maintained in a smooth, well-graded condition. Alternative surfaces may be reviewed and approved by the Town Engineer.

2. ~~Grass lawn~~ **P**arking.

- A. Grass ~~lawn~~ or other pervious parking surfaces may be permitted for specific uses as set forth below, ~~provided they are approved by the Town Engineer subject to TRC approval.~~ Where provided, such alternative parking surfaces shall be maintained in a smooth, well-graded condition. If parking demand is such that the grass ~~or lawn~~ is ~~caused to be~~ damaged or destroyed to the extent that it ceases to grow ~~and is not repaired or replaced~~, then paving ~~of such an area~~ in accordance with this ~~S~~section ~~may will~~ be required.
- B. All driveways, access aisles and parking spaces (excluding handicapped) may be surfaced with grass ~~lawn~~ for the following:
- i. Uses which require parking on an average of less than five days per week during a month;
 - ii. Schools and churches; and
 - iii. Parks, trailheads, playgrounds, ballfields, football and baseball stadiums, fairgrounds, and other similar outdoor recreation areas.

~~(d) Landscaping. Off street parking areas in excess of 1,500 square feet or five spaces shall provide landscaped areas in accordance with the following requirements set forth in § 155.402(E)(2)(b).~~

~~1. Perimeter screening.~~

~~A. All parking areas and other vehicular use areas with frontage on any portion of an existing public right of way shall provide a parking buffer as set forth in § 155.402(E)(2)(b).~~

~~B. The perimeter of all parking areas and other vehicular use areas adjacent to residentially zoned property shall provide a Class C buffer (see § 155.402).~~

~~2. Interior landscaping.~~

~~A. Interior islands. An interior landscaped island shall be provided every ten spaces. Each island shall contain a minimum of 150 square feet of landscaped area with a minimum width of eight feet inside the curb and include a minimum of one tree with a minimum caliper of two and one half inches. Interior islands may be consolidated or intervals may be expanded in order to preserve existing trees where approved by the Planning Director.~~

~~B. Terminal islands. All rows of spaces shall terminate in a curbed landscaped island. Each island shall conform to the specifications described in (C)(3)(d)2.A. of this section.~~

~~C. — Median islands. A median island with a minimum width of eight feet inside the curb shall be sited between every six single parking rows and along primary internal and external access drives. Median intervals may be expanded in order to preserve existing trees, where approved by the Planning Director.~~

(f) Pavement Markings.

~~(e) Each parking stall shall be marked off and~~ All pavement markings shall be maintained so as to be distinguishable.

(g) Lighting.

~~(f) Where off-street facilities are provided for parking or any other vehicular use area adequate outdoor lighting shall be provided. Lighting shall be so arranged as to direct the light and glare away from streets and adjacent property (see in accordance with the requirements set forth in § 155.404).~~

~~(g) — Yards. All parking lots shall observe a minimum front yard of not less than five feet, and a side yard on a corner lot of not less than five feet. Parking lots in residential districts shall have front yards of not less than 15 feet and side and rear yards of not less than five feet.~~

~~(h) — Curbs.~~

~~1. — All landscaping in or adjacent to a vehicular use area shall be protected from vehicular damage by a raised concrete curb six inches in height or equivalent barrier, however, the barrier need not be continuous.~~

~~2. — Landscaped areas adjacent to parking areas shall be landscaped so that no plant material greater than 12 inches in height will be located within two feet of the curb or other protective barrier.~~

~~(i) — Separation from walkways and streets. In the event any parking area abuts a walkway, sidewalk, or street, the parking area shall be separated by curbing or other protective device with a minimum distance of three and one half feet between the protective device and the edge of the walkway.~~

(h) Drainage

Parking lots shall not drain onto or across public sidewalks or into adjacent property, except into a natural watercourse or a drainage easement. In already developed areas where this condition would be impossible to meet, the Town Engineer may exempt the applicant from this requirement, provided that provisions are made for drainage.

(i) Entrances and Exits

Entrances and exits, except those associated with a single-family residential use, are subject to the dimensional standards provided in § 155.400, Table 4-1-.

~~(2) —. Parking lots shall not drain onto or across public sidewalks or into adjacent property, except into a natural watercourse or a drainage easement. In already developed areas where this condition would be impossible to meet, the Public Works Director Town Engineer may exempt the applicant from this requirement, provided that adequate provisions is are made for drainage.~~

~~(j) — (j) — Entrances and Exits. Entrances and exits, except those associated with a single-family residential use, are subject to the dimensional standards provided in § 155.400, Table 4-1. On all corner lots, all vehicular openings shall be located at least 20 feet from the point of intersection of established right-of-way lines. No entrance and exit, whether or not on a corner lot, shall exceed 30 feet in width at the property line or 40 feet in width at the curb line. There shall be a minimum distance between driveways of 25 feet, measured along the curb line, unless such driveways are less than five feet apart.~~

~~(3) — Alternative pParking pPlans.~~

(4) Alternative Parking Plans

(a) General

~~—The Planning Board may modify the parking requirements of this section ratios set forth in Table 4-2 of this Section (beyond that permitted by (C)(2)(c) of this section) where applicant-submitted parking data, prepared and sealed by a registered engineer in the State North of Carolina with transportation expertise, illustrates that the standards of this Section do not accurately apply to a specific development. The alternative parking request shall include: The data submitted for an alternative parking plan shall include, at a minimum,~~

- ~~1.~~ 1. The size and type of the proposed development;
- ~~2.~~ 2. The mix of uses;
- ~~3.~~ 3. ~~the anticipated rate of parking turnover and the anticipated peak parking need; and traffic loads of all uses.~~the anticipated rate of parking turnover and the anticipated peak parking need;
- ~~4.~~ 4. The proposed parking rate; and
- ~~(1)5.~~ 5. The data necessary to support the request.

(b) On-Street Pparking.

~~(2)~~ The Planning Director may approve the use of on-street parking spaces to meet off-street parking requirements. To be considered, the on-street spaces shall be located immediately abutting the subject parcel, entirely within the extension of the side lot lines into the roadway, and not within any required clear sight triangle. ~~may be counted toward meeting off-street parking requirements.~~

(c) Off-Site ~~P~~Parking.

~~(3)~~ The Planning Director may approve the location of required off-street parking spaces on a separate lot from the lot on which the principal use is located if the off-site parking complies with the all of following standards.

1. Ineligible ~~a~~Activities.

~~1.~~ Off-site parking may not be used to satisfy the off-street parking requirements for residential uses (except for guest parking), as well as convenience stores or other convenience-oriented uses. Required parking spaces reserved for persons with disabilities may not be located off-site.

2. Location

~~2.~~ ~~—~~Off-site parking spaces shall be located within 750 feet from the primary entrance of the use served unless shuttle bus service is provided to the remote parking area. Off-site parking may not be separated from the use that it serves by a street right-of-way with a width of more than 80 feet unless a grade-separated pedestrian walkway is provided, or other traffic control or shuttle bus service is provided to the off-site parking area.

3. Zoning ~~C~~lassification.

~~3.~~ Off-site parking areas serving ~~uses located in non-residential uses shall be located nonresidential districts shall be located~~ in nonresidential districts. ~~Off-site parking areas serving uses located in residential districts may be located in residential or nonresidential districts.~~

4. Agreement.

Off-site parking shall be enforced by an off-site parking agreement, subject to review by, -and in a form acceptable to the Town Attorney.

~~—A copy of the agreement shall be submitted to the TRC for review and approval. The agreement shall be recorded with the Clerk of the Courts of Johnston County prior to issuance of a Zoning Permit. The agreement shall:~~

~~—List the names and ownership interest of all parties to the agreement and contain the signatures of those parties;~~

~~— Provide a legal description of the land;~~

~~— Include a site plan showing the area of the use and parking parcel;~~

~~— Agree and expressly declare the intent for the covenant to run with the land and bind all parties and all successors in interest to the covenant;~~

~~— Assure the continued availability of the spaces for use and provide assurance that all spaces will be usable without charge;~~

~~— Describe the obligations of each party, including the maintenance responsibility to retain and develop reserved areas for additional parking spaces if the need arises; and~~

~~— Require that the Planning Director be notified prior to the expiration or termination of an off-site parking area lease agreement;~~

~~4.—~~

~~1.— In the event that an off site parking area is not under the same ownership as the principal use served, a written agreement between the record owners shall be required.~~

~~2.— The owner of the off-site parking area shall enter into a written agreement with the Town, with enforcement running to the Town, providing that the land comprising the parking area shall never be disposed of except in conjunction with the sale of the building which the parking area serves so long as the facilities are required; and that the owner agrees to bear the expense of recording the agreement and such agreement shall bind his or her heirs, successors, and assigns.~~

~~3.— An off site parking agreement may be rescinded only if all required off-street parking spaces will be provided in accordance with this Section.~~

(d) Shared Parking.

~~(4) The Planning Director may allow shared parking facilities if the shared parking complies with the all of following standards. authorize a reduction in the number of required parking spaces for multiple and mixed use projects and for uses that are in close proximity to one another and which have different peak parking demands and operating hours. Shared parking shall be subject to the following standards:~~

~~1. Ineligible activities. Shared parking may not be used to satisfy the off street parking standards for upper story residential uses. Required parking spaces reserved for persons with disabilities may not be located off-site. Application:~~

~~A shared parking study shall be submitted in writing to the Planning Director.~~

~~1.—~~

2. Location

~~2. —All uses which participate in a shared parking plan shall be located on the same lot or on contiguous lots. The shared parking lot shall have access as though the uses were a single project. Shared parking spaces shall be located within 750 feet of the primary entrance of all uses served, unless shuttle bus service is provided to the parking area.~~

3. Shared Parking Study~~Zoning classification.~~

~~The shared parking study, shall clearly establish the uses that will use the shared spaces at different times of the day, week, month or year. The study shall: Shared parking areas serving uses located in nonresidential districts shall be located in nonresidential districts. Shared parking areas serving uses located in residential districts may be located in residential or nonresidential districts. Shared parking areas shall require the same or a more intensive zoning classification than that required for the most intensive of the uses served by the shared parking area.~~

A. Be based on a generally accepted methodology for determining shared parking;

B. Define the size and type of activities, the composition of tenants, the rate of turnover for proposed shared spaces, and the anticipated peak parking and traffic demands; and

C. Provide for no reduction in the number of required handicapped spaces.

~~3.—Shared parking study. Applicants wishing to use shared parking as a means of satisfying off-street parking requirements shall submit a shared parking analysis to the Planning Director that clearly demonstrates the feasibility of shared parking. The study shall be provided in a form established by the Planning Director and made available to the public. It shall address, at minimum, the size and type of the proposed development, the composition of tenants, the anticipated rate of parking turnover and the anticipated peak parking and traffic loads for all uses that will be sharing off-street parking spaces.~~

4. Shared Parking Agreement

~~A. —~~

~~i. —A shared parking plan will be enforced through written agreement among all owners of record, subject to review by, and in a form acceptable to the Town Attorney. A copy of the agreement shall be submitted to the TRC for review and approval. The agreement shall be recorded with the Clerk of the~~

~~Courts of Johnston County prior to issuance of a Zoning Permit. The agreement shall: An attested copy of the agreement between the owners of record shall be submitted to the Planning Director on forms made available by the Planning Director.~~

~~_____ List the names and ownership interest of all parties to the agreement and contain the signatures of those parties;~~

~~_____~~

~~_____ Provide a legal description of the land;~~

~~_____~~

~~_____ Include a site plan showing the shared parking area; agree and expressly declare the intent for the covenant to run with the land and bind all parties and all successors in interest to the covenant;~~

~~_____~~

~~_____ Assure the continued availability of the spaces for joint use and provide assurance that all spaces will be usable without charge to all participating uses;~~

~~_____~~

~~_____ Describe the obligations of each party, including the maintenance responsibility to retain and develop reserved areas for additional parking spaces if the need arises; and~~

~~_____~~

~~Incorporate the shared parking study by reference;~~

5. Change in Use:

~~Should any of the uses in the shared parking study change, or should the Planning Director find that any of the conditions described in the approved shared parking study or agreement no longer exist, the owner of record shall have the option of submitting a revised shared parking study in accordance with the standards of this Section or of providing the number of spaces required for each use as if computed separately.~~

~~_____~~

~~A shared parking agreement may be rescinded only if all required off-street parking spaces will be provided in accordance with this section.~~

~~B. _____~~

~~C. A shared parking agreement may be rescinded only if all required off-street parking spaces will be provided in accordance with this section.~~

(e) Valet Parking-

~~(5) The Planning Director may approve valet parking as a means of satisfying otherwise applicable off-street parking requirements, where all of the following standards have been met:~~ Valet parking shall not cause customers or patrons who do not use the valet service to park off site or in the right-of-way or cause queuing in a street, driveway, or drive aisle. The following additional standards shall apply to valet parking:

1. Adequate assurance of the continued operation of the valet parking is provided, such as a contractual agreement for valet services or the tenant's affidavit agreeing to provide such services;

~~2. The maximum number of spaces reserved for valet parking shall not exceed 25 percent of the minimum number of required off-street parking spaces. An equivalent number of valet spaces are available to replace the required parking spaces. Such valet spaces do not require individual striping, and may take into account the tandem or mass parking of vehicles. All valet parking areas visible from the public right-of-way shall meet the requirements of § 155.402(E)(2)(b).~~

~~2.---~~

~~3. Valet parking drop-off locations shall meet the requirements of (D) of this section; and~~

~~4.3. Valet parking area shall not be located within 200 feet of a public entrance to a building. Areas designated for valet parking shall not interfere with vehicular circulation or emergency access.~~ The design of the valet parking, and shall not cause customers who do not use the valet service to park off-premise or cause queuing in the right-of-way.

~~(6) Recording of approved plans. An attested copy of an approved alternative parking plan shall be recorded in the deed records for Johnston County on forms made available by the Planning Director. An alternative parking plan may be amended by following the same procedure required for the original approval. The applicant shall provide proof of recording prior to approval of the certificate of occupancy.~~

~~(7) Violations. Violations of an approved alternative parking plan constitute a violation of this chapter and will be subject to the enforcement and penalty provisions of § 155.720.~~

PART 2. OFF-STREET STACKING QUEUING STANDARDS

(D) OFF-STREET ~~stacking~~ QUEUING REQUIREMENTS-

~~(D)~~ Queuing shall be provided for all drive-thru establishments. Each queuing space shall be a minimum of eight feet by 20 feet, clearly defined and designed so as not to conflict or interfere with other traffic using the site. Unless otherwise indicated below, queuing shall be measured from the front of the stopped vehicle located at the point of service to the rear of the queuing lane. One additional queuing space shall also be provided after the point of service for all uses. The following vehicle stacking standards shall apply unless otherwise expressly approved by the Public Works Director. The Public Works Planning Director may require additional queuing stacking spaces where trip generation rates suggest that additional spaces will be needed.

(1) Minimum Number Of Spaces-

~~Off-street stacking spaces~~ Queuing spaces shall be provided as indicated in Table 4-4 below.

as follows:

TABLE 4-4 - MINIMUM QUEUING STANDARDS

		<u>Required By- Pass¹</u>
<u>Drive-Thru Financial Institution</u>		
<u>Teller Lanes</u>	<u>5</u>	
<u>Automatic Teller Lanes</u>	<u>3</u>	<u>Y</u>
<u>Drive-Thru Restaurant</u>	<u>6</u>	
<u>Minimum before Menu Board</u>	<u>4</u>	<u>Y</u>
<u>Drive-Thru Car Wash</u>		
<u>Automatic</u>	<u>5</u>	<u>N</u>
<u>Self-Service</u>	<u>3</u>	<u>Y</u>
<u>Drive-Thru Oil Change</u>	<u>4</u>	<u>Y</u>
<u>Gasoline Pump Island</u>	<u>20 feet of queuing at each end of pump island</u>	<u>N</u>
<u>Drive-Thru Dry Cleaning or Laundry</u>	<u>3</u>	<u>Y</u>
<u>Drive-Thru General Retail</u>	<u>4</u>	<u>Y</u>
<u>Notes:</u>		
1. <u>All Uses: a by-pass lane shall be required if 5 or more queuing spaces are provided. A by-pass lane a minimum of ten feet wide shall be provided before or around the point of service. Subject to the Planning Director's approval, a by-pass lane may not be required if the queuing lane is adjacent to a vehicular use area which functions as a by-pass lane. The by-pass lane shall be clearly designated and distinct from the queuing area.</u>		
2. <u>Queuing spaces shall not impede traffic circulation or movements into or out of off-street parking spaces.</u>		

(1) _____

	MINIMUM SPACES	MEASURED FROM
Automated teller machine	3	Machine
Bank teller lane	4	Teller or window
Car lubrication stall	2	Entrance to stall
Car wash stall, automated	4	Entrance to wash bay
Car wash stall, hand-operated	3	Entrance to wash bay
Day care drop-off	3	Passenger loading area
Gasoline pump island	2	Pump island
Parking area, controlled entrance	4	Key code box
Restaurant drive thru	6	Order box
Restaurant drive thru	4	Order box to pick-up window
Valet parking	3	Valet stand
School drop-off (Public and Private)	Determined by Public Works Director	
Other	Determined by Public Works Director	

(2) ~~Design and layout.~~ Required stacking spaces are subject to the following design and layout standards:

(a) ~~Dimensions.~~ Stacking spaces shall be a minimum of eight feet by 20 feet in size.

(b) ~~Location.~~ Stacking spaces shall not impede on- or off-site traffic movements or movements into or out of off-street parking spaces.

(c) ~~Design.~~ Stacking spaces shall be separated from other internal driveways by raised medians if deemed necessary by the Public Works Director for traffic movement and safety.

PART 3. ~~OFF-STREET~~ LOADING STANDARDS

(E) OFF-STREET LOADING REQUIREMENTS.

(1) Loading Facilities Required.

- (a) As determined by the Planning Director, off-street loading facilities shall required for uses that regularly handle large quantities of goods. Loading facilities shall be of sufficient quantity to adequately serve the proposed use.
- (b) Any vehicle sales or rental facility or similar use requiring delivery of vehicles by truck shall demonstrate adequate on-site area exists for the loading and unloading of such trucks.
- (c) Any convenience store or similar use requiring deliveries by truck shall demonstrate adequate on-site area exists for the loading and unloading of such trucks.

(2) **Design and ~~L~~ayout~~-~~**

- (a) Loading and unloading activity be shall not be permitted in any public right-of-way. In no case shall loading and unloading activity encroach on or interfere with the public use of streets, sidewalks, and lanes by automotive vehicles or pedestrians. Adequate space shall be made available for the unloading and loading of goods, materials, items or stock for delivery and shipping.
- (b) Where off-street loading facilities are provided, they shall be not less than 15 feet in width by 40 feet in length, with not less than 15 feet of vertical clearance.
- (c) Hours of loading and unloading operation adjacent to ground floor residential uses shall be limited between the hours of 6:30 a.m. and 10:00 p.m. Loading docks shall be signed to indicate "no idling."

(3) **Screening~~-~~**

- ~~(3)~~ All loading areas shall be screened in accordance with § 155.402(G).

(Ord. 2005-11-02, passed 11-21-05; Am. Ord. 2007-04-05, passed 4-2-07)

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ARTICLE 4: GENERAL DEVELOPMENT STANDARDS

§ 155.403 SIGNS

(A) PURPOSE AND INTENT

Signs are herein regulated in the interest of promoting traffic safety, safeguarding the public health, facilitating police and fire protection, preventing adverse community appearance, overcrowding of the land, and protecting the character of the area in which they are located. This Section is intended to establish requirements for the concentration, placement, height, bulk, and area of signs, while preserving community scenic, economic, and aesthetic values.

(B) PERMIT REQUIRED

Except as exempted in this Section and in accordance with §155.713, no sign may be erected, located, or altered in any manner until a sign permit, and building permit if necessary, has been secured from the Planning Department.

(C) SIGN DEFINITIONS

A sign is described as any visual device or representation designed or used for the purpose of communicating a message or identifying a product, service, person, organization, business or event, with the use of words or characters, visible from outside the premises on which such device is located.

(1) **Awning/Marquee/Canopy Sign**

A sign which is attached flat to an awning, marquee, or canopy.

(2) **Billboard**

A structure for the permanent display of off-premises advertising.

(3) **Cabinet Sign**

A sign in which a removable sign face (usually with translucent sign graphics) is enclosed on all edges by a cabinet.

(4) **Changeable Copy Sign – Manual**

A sign or portion thereof designed to accommodate frequent message changes composed of letters, characters, or illustrations and that can be changed or rearranged manually, without altering the face or surface of the sign.

(5) **Deteriorated Sign**

Any sign which, together with its supports, braces, anchors, and other structural elements, is not maintained in accordance with the provisions of the North Carolina State Building Code, or which is otherwise determined to be unsound or unsafe.

~~(5)~~(6) **Drive-thru Menu Board**

A sign displaying the bill of fare for a drive-thru restaurant.

~~(6)~~(7) **Easel/Sandwich Board Sign**

An upright “A”-frame or “H”-frame structure used for displaying promotional information to the public.

~~(7)~~(8) **Electronic Sign: Changeable Copy Sign**

A sign or portion thereof that displays non-pictorial, text information in which alphanumeric characters or symbols are defined by a small number of matrix elements using different combinations of light emitting diodes (LED’s), fiber optics, light bulbs or other illumination devices within the display area. Electronic changeable copy signs include computer programmable, microprocessor controlled electronic displays. Electronic changeable copy signs include projected images or messages with these characteristics onto buildings or other objects.

~~(8)~~(9) **Electronic Sign: Electronic Graphic or Video Display**

A sign or portion thereof that displays either static or moving pictorial images or graphics or with or without text information, defined by a small number of matrix elements using different combinations of light emitting diodes (LEDs), fiber optics, light bulbs or other electronic illumination devices within the display area. Electronic graphic or video display signs include computer programmable, microprocessor controlled electronic or digital displays, not including electronic changeable copy signs. Electronic graphic or video display signs include projected images or messages with these characteristics onto buildings or other objects.

~~(9)~~(10) **Freestanding Sign**

A sign supported by a structure that is not itself part of a building.

~~(10)~~(11) **Hanging Sign**

A sign that is hanging from an awning, marquee or canopy.

~~(11)~~(12) **Historic Sign**

A sign that is 50 years or older; particularly unique in character, design, or history; or part of the historic character of a business or building.

~~(12)~~(13) **Inflatable Sign**

Signs that are inflated using air pressure.

~~(13)~~(14) **Monument Sign**

A freestanding sign where the base of the sign is on the ground and is supported primarily by an internal structural framework or solid structural features other than support posts.

~~(14)~~ **Mural**

~~A piece of artwork painted or applied directly on a wall or other large permanent surface.~~

(15) Obsolete Sign

A sign whose message describes the availability of goods or services at a location where such goods and services are no longer available and have ceased to be available for a period of at least 60 days or, in the alternative, any sign whose content pertains to a time, event or purpose which has elapsed or expired.

~~(15)~~(16) Off-Premises Sign

A sign which conveys information about a business, product, service, or other activity not sold or offered on the premises on which the sign is located.

~~(16)~~(17) On-Premises Sign

A sign which conveys information about a business, product, service, or other activity offered or sold at the premises on which the sign is located.

~~(17)~~(18) Pole Sign

A sign mounted on a freestanding pole attached to the ground by a support structure having a ratio of greater than four to one sign width to narrowest width of support structure.

~~(18)~~(19) Portable Sign

A sign that is not directly attached to the ground and is designed to be easily transportable.

~~(19)~~(20) Post Sign

A freestanding sign permanently affixed to the ground by support posts and does not have a solid base.

~~(20)~~(21) Post and Arm Sign

A sign supported by an upright post with a horizontal arm, from which a sign is suspended.

~~(21)~~(22) Project/Development Identification Sign

A sign intended to identify larger developments such as a subdivision, office park, or industrial park where certain parcels are not visible from the primary entrance of the development. Project/development identification signs do not carry a commercial message.

~~(22)~~(23) Projecting Sign

A sign fastened directly to and extending out from a building face or wall, so that the sign face is perpendicular to or at an angle to the building face or wall.

~~(23)~~(24) Roof Sign

A sign that is mounted to a roof with an angle less than 75 degrees or a sign displayed above the highest point of the roofline on a pitched roof or the parapet wall on a flat roof.

~~(24)~~(25) Temporary Signs

A sign that is not intended or designed for permanent display.

~~(25)~~(26) **Wall/Fascia Sign**

A sign adhered to, attached to or mounted away from but parallel to the building wall.

~~(26)~~(27) **Windblown Sign**

Any sign composed of a banner, flag, pennant, or other objects, mounted and fastened in such a manner as to move upon being subjected to pressure by air pressure, wind, or breeze.

~~(27)~~(28) **Window Sign**

A sign attached to the inside or outside of a window, or displayed behind a window.

(D) **EXEMPTIONS**

The following signs shall not be subject to regulation hereunder:

- (1) Signs erected by, on behalf of, or pursuant to the authorization of a governmental body.
- (2) Flags, pennants, or insignia of any governmental or nonprofit organization, when not displayed in connection with a commercial promotion or as an advertising device.
- (3) Miscellaneous information signs. The following types of miscellaneous information signs shall be exempt from sign permit requirements:
 - (a) Informational signs appearing on gasoline pumps, such as the names of grades of fuel and prices and conditions relating to prices (i.e. full or self-service).
 - (b) Signs appearing on vending boxes.
 - (c) Signs appearing on or adjacent to entry doors such as PUSH, PULL, OPEN, and/or CLOSED.
 - (d) Signs appearing on display windows or doors denoting hours of operation, credit cards accepted, and similar information.
 - (e) Information pertaining to the operating instructions of vending machines and automatic teller machines, including bank logos on the face of ATM machines.
 - (f) Signs providing directions or guiding traffic on private property that do not exceed four square feet in size or four feet in height each and do not contain a business name, logo, or an advertising message. If business names, logos or an advertising message is included, then the signs square footage will be counted against the total allowable site signage.
- (4) Signs painted on or otherwise permanently attached to currently licensed motor vehicles that are not primarily used for or strategically parked to be used as a sign.
- (5) Signs not exceeding four square feet in size that are customarily associated with residential use and that are not of a commercial nature, such as signs giving names of occupants, signs

- on mailboxes and paper tubes, and signs posted on private property relating to private parking or warning the public against trespassing or danger from animals.
- (6) "Yard sale" signs displayed at the location of the yard sale, not exceeding four square feet in area, and not used in connection with any continuous commercial activity. Yard sale signs shall not be located in the public right-of-way.
 - (7) Signs containing the message that the real estate on which the sign is located is for sale, lease, or rent, together with information identifying the owner or agent are exempt but must meet the standards of the table 4-8 below. Such sign shall be removed within 15 days after sale, lease, or rental. Only one sign on each street frontage may be erected, but on lots having a street frontage in excess of 400 feet, a second sign not exceeding nine square feet in size may be erected.

TABLE 4-8: REAL ESTATE SIGN STANDARDS

Nonresidential or Mixed Use Property		
Acreage	Maximum sign area	Maximum Height
Less than two acres	16 square feet	Six feet
Greater than two acres	32 square feet	Six feet
Residential Property		
Acreage	Maximum sign area	Maximum Height
Less than one acre	Six square feet	Six feet
One - Five acres	Nine square feet	Six feet
Five – 20 acres	16 square feet	Six feet
Greater than 20 acres	32 square feet	Six feet

- (8) Displays, including lighting and inflatables, erected in connection with the observance of holidays that do not bear an advertising message. Such displays shall be removed within ten days following the holiday.
- (9) Sign face plate changes, unless the sign was approved as part of a common signage plan, master sign plan or alternative sign plan.
- (10) Historic signs, provided the Technical Review Committee (TRC) determines the sign meets the following criteria:
 - (a) The sign is 50 years or older;
 - (b) The sign is particularly unique in character, design, or history; or
 - (c) The sign is a part of the historic character of a building, business, or district.

(E) **SIGNS PROHIBITED**

The following signs are expressly prohibited within all zoning districts:

- (1) Portable signs, including any signs painted on or displayed on vehicles or trailers parked or located for the primary purpose of displaying that sign, except easel/sandwich board signs located on the ground as regulated in (G)(7) of this Section.
- (2) Roof signs.
- (3) Squared or rectangular cabinet signs attached to a building wall, except that portion that is a federally or state registered trademark.
- (4) Inflatable signs, with the exception of those erected in connection with the observance of holidays and do not bear an advertising message as described in D(8) of this Section.
- (5) Any sign or device set into motion by mechanical, electrical, or other means, except barber poles and those regulated in (G)(10) of this Section.

- (6) Any sign or device displaying flashing or intermittent lights, lights of changing degrees or intensity, or animation. This includes electronic video display signs. However, electronic changeable copy signs, as regulated in (G)(10) are permitted.
- (7) Any sign which is a copy or imitation of an official sign, or which purports to have official status.
- (8) Off-premises signs, except billboards.
- (9) Unless approved as part of a temporary sign permit, temporary product/promotional advertisement signs that are hung on, attached to or placed over a permanent fixture including but not limited to a light pole, tree, fence or bollard, whether on or off-premises.
- (10) Pole signs.
- (11) Windblown signs, [except those exempted in \(D\)\(2\) of this Section and those allowed as part of a temporary sign permit in accordance with §155.713 \(F\).](#)

(F) **GENERAL SIGN REGULATIONS**

(1) **Signs Located in Overlay Districts**

Signs located within an Overlay District are subject to the provisions of this Section, except that regulations within § 155.204 (Overlay Districts) shall supersede and may be either more or less restrictive than the regulations for signs contained in this Section.

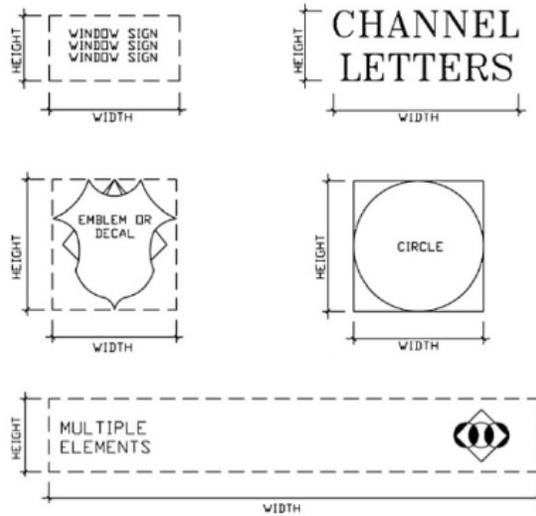
(2) **Signs Located as Part of a Home Occupation**

Signs erected in connection with a home occupation pursuant to § 155.308(C)(2) are subject to the provisions of this Section, except that regulations within § 155.308(C)(2) shall supersede and may be either more or less restrictive than the regulations for signs contained in this Section.

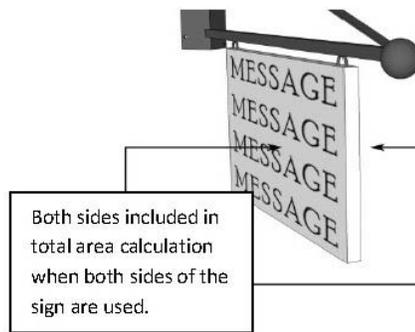
(3) **Computation of Sign Measurements**

(a) **Computation of Sign Area**

- 1. The area of a sign is measured by finding the area of the minimum imaginary rectangle or square which fully encloses all sign words, copy, or message, including any material or color forming the sign face or background used to differentiate the sign from the structure against which it is placed. Sign area does not include any supporting framework or bracing, unless it is part of the message or sign face.



- Where a sign has two or more faces, the area of all faces shall be included in determining the area of the sign.



- The sign area of free-form or sculptural (non-planar) signs is calculated as fifty percent of the sum of the area of the four vertical sides of the smallest cube that will encompass the sign.

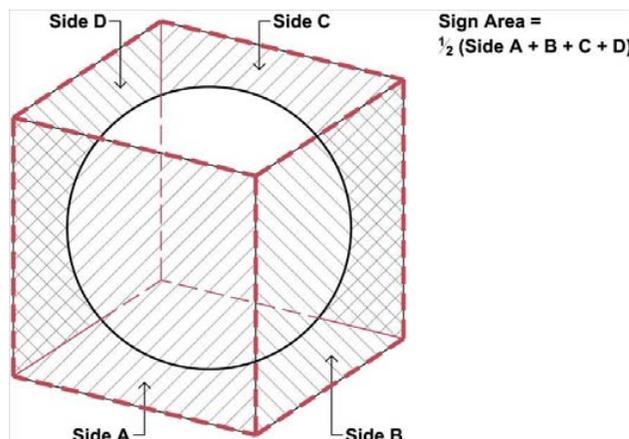


Illustration of sign area for 155.403(F)(2)(a)(3)

(b) **Computation of Sign Height**

Sign height is measured as described below. The height of a sign shall include the highest point of the sign, including the supporting structure and any decorative elements.

1. *Freestanding Signs*

The vertical distance from the average grade of the ground immediately surrounding the sign to the highest point of the sign, or from the level of the crown of the nearest abutting public street, alley or highway (other than a structurally elevated roadway) to the highest point of the sign, whichever measurement permits the greater elevation of the sign.

2. *Signs Attached to Buildings*

The vertical distance from the base of the building to which the sign is attached, to the highest point of the sign.

(4) **Construction Standards**

- (a) All signs shall comply with the appropriate provisions of the North Carolina Building Code, the National Electric Code, and this Section.
- (b) Signs shall be located in such a way that they maintain sufficient horizontal and vertical clearance of all overhead electrical conductors in accordance with National Electric Code specifications, provided that no sign, except governmental signs, shall be installed closer than ten feet horizontally or vertically from any conductor or public utility guy wire.
- (c) In no way shall a sign hinder or obstruct the visibility of the right-of-way, as defined by § 155.400(L), either at intersections or points of ingress or egress from parking lots.

(G) **SPECIFIC SIGN REGULATIONS**

Requirements for sign area, dimensions, placement, illumination, and other standards as necessary are described below. All signs must be located on-premises unless otherwise indicated.

(1) **Total Allowable Sign Face Area**

The total square footage of allowable sign face area permitted on any site shall be calculated by multiplying the amount of linear street frontage (in feet) by 1.25. The total sign face area for any site shall not exceed this calculation.

$$\text{Total allowable sign face area} = \text{Linear street frontage (feet)} \times 1.25$$

On lots with frontage on more than one street, the longest street frontage may be used to calculate the total allowable face area.

(2) **Wall/Fascia Signs**

(a) **Size (max)**

25 percent of the surface area of each wall area exclusive of windows/doors.

(b) **Positioning**

1. No portion of a wall/fascia sign may extend above the roof line of a building without a parapet wall.
2. No portion of a wall/fascia sign may extend above parapet walls.
3. No portion of wall/fascia sign may extend above the lower eave line of a building with a pitched roof with an angle less than 75 degrees.

(c) **Projection (max)**

12 inches from wall.

(d) **Clearance (min)**

If the sign projects more than six inches from the wall it is attached to, the sign shall maintain a clearance of 8 feet from the ground below.

(e) **Construction**

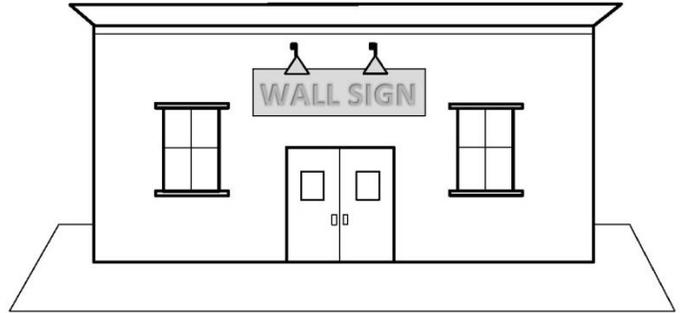
1. All wall signs shall be fastened directly to the supporting wall.
2. Flush-mounted channel letters are encouraged over raceway-mounted channel letters.

(f) **Illumination**

1. May be illuminated internally or externally.
2. Illumination is prohibited 12am – 6am when sign is located within 50 feet of a residential district.
3. Internally illuminated wall signs are prohibited in residential zoning districts.

(g) **Location**

Allowed in all non-residential and mixed use districts.



(3) Window/Door Signs**(a) Area (max)**

25 percent of the area of the surface of each window/door area. The window/door area is counted as a continuous surface until divided by a solid architectural or structural element with a width greater than 12 inches.

(b) Positioning

Attached to the inside or outside of a window or door, or displayed behind a window.

(c) Illumination

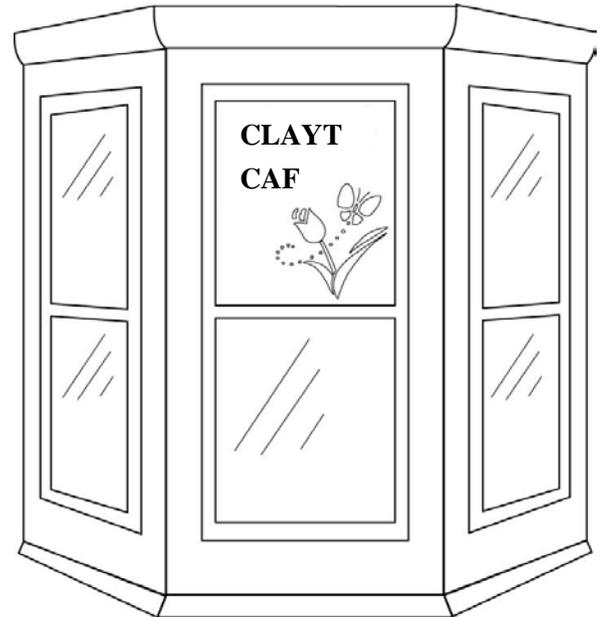
1. May be illuminated internally or externally.
2. Illuminated signs shall have no movement, including but not limited to flashing, blinking, or animation.
3. Illuminated window signs are prohibited in residential zoning districts.

(d) Construction

Shall be constructed in accordance with the North Carolina Building Code and the National Electric Code.

(e) Location

Allowed in all non-residential and mixed use districts.



(4) Freestanding Signs (Monument Sign, Post Sign)

(a) Size (max) Per Sign Face

1. Monument Signs: A total of 0.25 square feet per linear foot of street frontage along the street on which the sign is oriented.
2. Post Signs: A total of 0.20 square feet per linear foot of street frontage along the street on which the sign is oriented.

(b) Height (max)

Eight feet.

(c) Minimum Frontage

100 linear feet on the street to which the sign is to be oriented.

(d) Number (max) Per Site

1. 0 to 599 linear feet = 1 sign.
2. 600 to 1499 linear feet = 2 signs (min. 300 linear feet on two frontages = 2 signs).
3. 1500+ linear feet = 3 signs (min. 300 linear feet on three frontages = 3 signs).

(e) Setback and Separation (min)

1. Five feet from the public right-of-way.
2. 15 feet from any interior side lot line.
3. 50 feet between signs.

(f) Construction

Shall be constructed in accordance with the North Carolina Building Code and the National Electric Code.

(g) Illumination

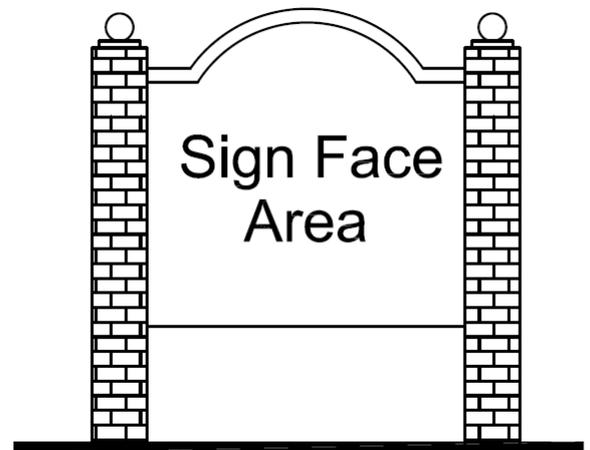
1. May be illuminated internally or externally.
2. Internal Illumination is prohibited in residential districts.
3. Illumination is prohibited 12am – 6am when sign is located within 50 feet of a residential zoning district.

(h) Location

Allowed in all non-residential and mixed use districts.

(i) Landscaping

A planting bed area equal to one-half of the sign area shall be planted around the entire base of any freestanding sign, using shrubs, flowers, or ground cover.



(5) **Projecting Signs/Hanging Signs/Post and Arm Signs**

(a) **Size (max) Per Sign Face**

1. Projecting signs: 10 square feet.
2. Hanging signs: Six square feet.
3. Post and Arm Sign: Six square feet.

(b) **Number (max) Per Site**

One per business unit. A corner business unit may have one per street frontage.

(c) **Positioning and Clearance**

1. Minimum eight feet from the ground level.
2. Maximum 15' from ground level.
3. Minimum three feet from curb line.
4. May not extend above roof eaves or parapet walls.

(d) **Projection (max)**

1. Projecting sign: Three feet from the building wall or one-half the width of the sidewalk.
2. Hanging Sign and Post & Arm Sign: N/A

(e) **Construction**

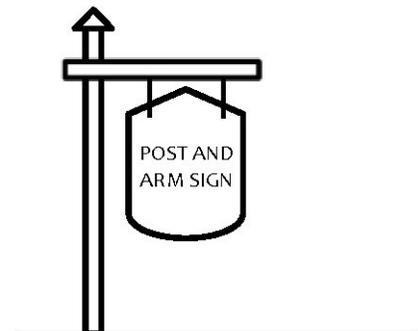
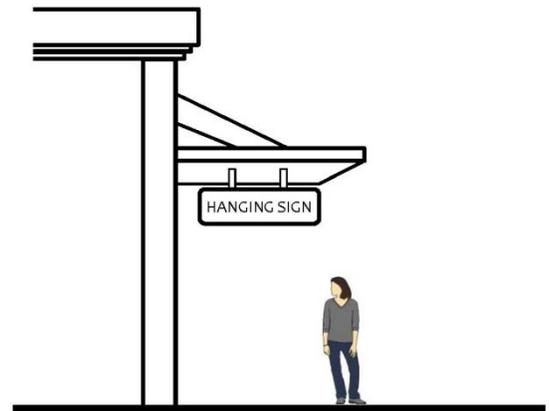
1. Projecting Signs: Signs shall be fastened directly to a building wall and shall intersect the building wall at right angles. When a building corner is at the intersection of two streets, one projecting sign at a 45 degree angle is allowed.
2. Hanging Signs: Shall be fastened directly and securely to the awning / marquee / canopy.
3. All signs shall be constructed in accordance with the North Carolina Building Code and the National Electric Code.

(f) **Illumination**

1. May be illuminated internally or externally.
2. Internal Illumination is prohibited in residential districts.
3. Illumination is prohibited 12am – 6am when sign is located within 50 feet of a residential district.

(g) **Location**

Allowed in all non-residential and mixed use districts.



(6) **Awning , Marquee, or Canopy Signs**

(a) Size (max)

75 percent of the surface area of the awning, marquee, or canopy to which it is attached.

(b) Number (max) Per Site

One permitted on each side of awning, marquee, or canopy.

(c) Clearance

Minimum eight feet from the ground level.

(d) Construction

Shall be fastened directly and securely to the awning/marquee/canopy.

(e) Illumination

1. May be illuminated internally or externally.
2. Illumination is prohibited 12am – 6am when sign is located within 50 feet of a residential zoning district.
3. Illumination is prohibited in residential zoning districts.

(f) Location

Allowed in all non-residential and mixed use districts.

(7) **Easel/Sandwich Boards**

(a) **Size (max) Per Sign Face**

12 square feet.

(b) **Number (max) Per Site.**

One per business unit.

(c) **Positioning**

1. Sign must be located within 20 feet of the business entrance.
2. No easel/sandwich board sign shall be placed on any public sidewalk so as to leave less than 4 feet of clearance for pedestrians.
3. Prohibited within the public right-of-way.
4. No easel/sandwich board sign shall remain on any public sidewalk adjacent to any premises at any time when the premises are closed to the public.

(d) **Height (max.)**

Four feet.

(e) **Width (max.)**

Three feet.

(f) **Construction**

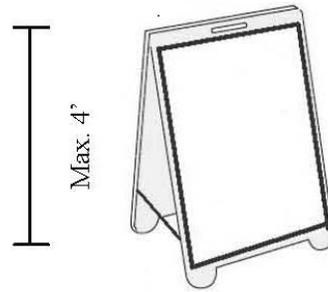
All A-frame/sandwich board signs shall be adequately weighted or anchored to prevent accidental movement of the sign and obstruction of any public street.

(g) **Illumination**

Illumination is prohibited.

(h) **Location**

Allowed in all non-residential and mixed use districts.



(8) Drive-Thru Menu Boards

(a) Number (max)

Two [per drive-thru lane](#).

(b) Height (max)

Eight feet.

(c) Construction

Sign materials shall be consistent with the primary building construction or other signs on the site.

(d) Illumination

May be illuminated internally or externally.

(e) Other

Menu boards are only permitted as an accessory to a drive-thru business.

(9) Changeable Copy Sign - Manual

(a) Location

Changeable copy signs may be used as a part of a permitted freestanding sign for public, institutional and not-for-profit uses only, unless expressly prohibited elsewhere in the Town's code.

(b) Number (max) Per Site

One per business development site.

(c) Size (max) Per Sign Face

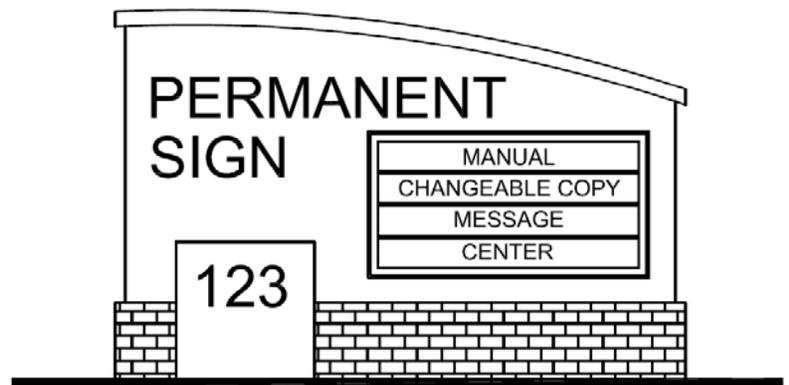
The changeable copy area shall be limited to 40 percent of the total sign, including structure.

(d) Construction

1. Sign structure shall be constructed of high quality materials.
2. Materials must match principal structure.

(e) Illumination

Internal Illumination is prohibited.



(10) **Electronic Changeable Copy Sign**

(a) **Location**

Electronic changeable copy signs may be a part of any permitted freestanding sign.

(b) **Number (max) Per Site**

One per business development site.

~~(c)~~ **Size (max) Per Sign Face**

~~The changeable copy area shall be limited to 40 percent of the total area of the sign, including the structure.~~

~~(d)~~(c) **Illumination**

The brightness of the sign must be reduced from dusk to dawn to a level which does not cause glare, distraction, reduced visibility or safety concerns from adjacent roadways.

~~(e)~~(d) **Permitted Colors**

1. Signs associated with civic, institutional, and not-for-profit uses: background must be black. Electronic display is limited to text which may be one of the following: black, white, amber, and/or red.
2. Signs associated with gas station pricing: background must be black. Text Pricing may be black, white, red, and green.
3. Signs associated with commercial uses (other than gas station pricing): background must be black and with white text/logo.

~~(f)~~(e) **Copy/Text**

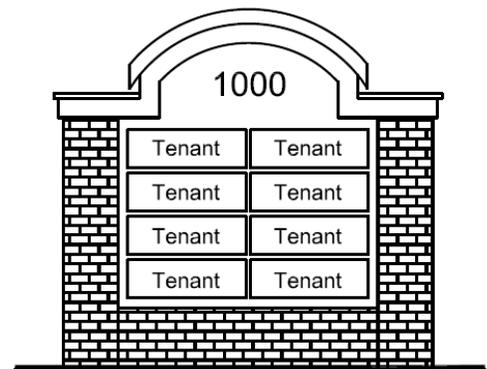
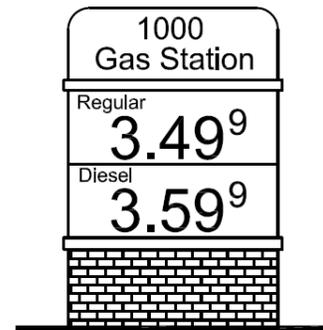
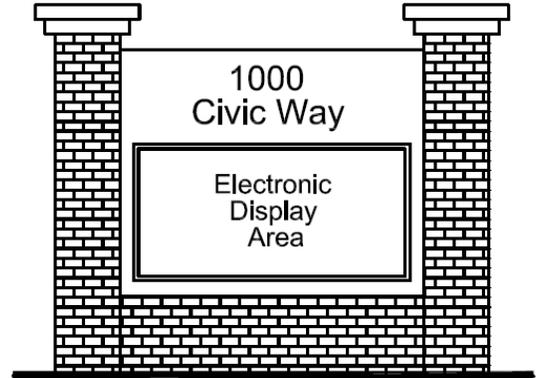
1. Copy/text may consist of alphanumeric symbols only, except that pictorial imagery associated with the logo may be permitted.

~~(g)~~(f) **Construction**

1. Sign structure shall be constructed of high quality materials.
2. Materials must match principal structure.

~~(h)~~(g) **Other**

1. Electronic changeable copy signs must be physically attached to the primary sign.
2. Must be static. No portion of the sign may flash, scroll, twirl, change color or in any manner imitate movement.
3. Copy may change once per hour.
4. A sign strictly displaying time and temperature may change on no less than a five second interval.



~~(11) Murals~~

~~(a) Location~~

~~Murals may be located in any district, subject to approval.~~

~~(b) Illumination~~

- ~~1. Murals may be externally illuminated.~~
- ~~2. Illumination is only permitted in non-residential district.~~
- ~~3. Illumination is prohibited 12am-6am when located within 50 feet of a residential property.~~

~~(c) Other~~

~~All applications for murals shall be reviewed by TRC and approved by the Public Arts Advisory Board (PAAB). Following approval by the PAAB, the proposed mural will be placed on a Town Council agenda for a final decision.~~

~~(12)~~(11) **Billboards**

(a) Size (max) Per Sign Face.

1. 200 square feet per sign face.
2. Maximum sign face height of 15 feet.
3. Maximum sign face width of 20 feet.
4. Maximum one advertising face per side.

(b) Spacing between billboards (min)

2,000 feet.

(c) Setback (min)

50 feet from right-of-way.

(d) Height (max) of structure

25 feet.

(e) Clearance (min)

Eight feet above the ground at the base of the sign or highway grade level, whichever is higher.

(f) Construction

Shall be constructed in accordance with the North Carolina Building Code and the National Electric Code.

(g) Illumination

1. May be externally illuminated.
2. Internal illumination is prohibited.

(h) Location

1. Prohibited within Town limits.
2. Limited to locations on U.S. 70 Bus. HWY.
3. All billboards shall be primarily oriented toward the east-bound or west-bound lanes of U.S. 70 Business.
4. Billboards must be located off-premises.

(i) Annexation

Billboards located on property that is annexed into Town limits shall be removed within [the timeframe established within a Developers Agreement or Annexation Agreement](#). ~~180 days of annexation.~~

~~(13)~~(12) **Temporary Signs**

The signs described below may be erected on a temporary basis only after a permit has been issued by the Planning Director. No sign shall be placed in a public right-of-way, nor attached to a utility pole or other utility-related structure.

(a) **On-Premises Construction Sign**

One sign, not to exceed 20 square feet in size, may be erected in a residential district, and up to two on-premises construction project signs may be erected in a business, industrial, or office and institutional zone, so long as the sum of the areas of one face of these signs does not exceed 32 square feet. Construction signs shall not be erected prior to site plan or plat approval or the issuance of a building permit, and shall be removed within 15 days after final inspection and approval of the project.

(b) **Political Signs**

The placement of political signs shall be in accordance with North Carolina General Statutes § 136-32, Regulation of ~~s~~Signs.

(c) **Special Event Signs** (fair, carnival, festival, grand opening, sale, or similar non-permanent activity)

1. ~~Limited to two feather signs, not exceeding 16 square feet each, or one banner style S~~sign, ~~shall not exceeding~~ 32 square feet ~~in sign face area~~.
2. Signs may be erected, placed, or located for maximum of seven consecutive days.
3. Limited to four times per calendar year (28 days in total).
4. Such signs shall be removed by the applicant by the permit expiration date.
5. The Planning Director shall have the authority to extend the timeframe up to a maximum of 60 days for new businesses or businesses undergoing exterior renovation.

(d) **Yard Sale Signs**

2. Prohibited within public rights-of-way.
3. Such signs may not exceed four square feet in size.
4. Signs shall not be erected more than seven days before the sale date and shall be removed within 48 hours of the sale date.

(e) **Gas Balloons**

5. May be erected, placed, or located in connection with a special event, such as a fair, carnival, grand opening, sale, or similar non-permanent activity.
6. Balloons may be used for maximum of seven consecutive days.
7. Limited to four times per calendar year (28 days in total).
8. Balloons shall be removed by the applicant within seven days after the event has taken place.

(H) **REMOVAL OF OBSOLETE OR DETERIORATED SIGNS**

(1) **Obsolete Signs**

~~(a)~~ **Definition**

~~A sign whose message describes the availability of goods or services at a location where such goods and services are no longer available and have ceased to be available for a period of at least 60 days or, in the alternative, any sign whose content pertains to a time, event or purpose which has elapsed or expired.~~

~~(b)~~(a) **Removal**

Obsolete signs shall be removed by the owner of the premises on which the sign is situated within 15 days of receipt of notification by the enforcement officer.

(2) **Deteriorated Signs**

~~(a)~~ **Definition**

~~Any sign which, together with its supports, braces, anchors, and other structural elements, is not maintained in accordance with the provisions of the North Carolina State Building Code, or which is otherwise determined to be unsound or unsafe.~~

~~(b)~~(a) **Removal/Compliance**

Deteriorated signs shall be removed or brought into compliance with all codes and ordinances within 15 days of notification by the enforcement officer.

(I) **MAINTENANCE**

- (1) All signs shall be maintained in a state of good repair. The Planning Director or designee is authorized to inspect each sign periodically to determine that it meets the requirements set forth in this subchapter. Whenever it shall appear to the Planning Director that any sign has been structured or is being maintained in violation of this subchapter, such sign shall be

made to conform to all regulations herein, or shall be removed at the expense of the owner within 15 days after written verification thereof by the Planning Director.

- (2) To ensure that signs are erected and maintained in a safe and attractive manner, the following maintenance requirements shall apply to all signs visible from any street right-of-way or public area:
 - (a) A sign shall have no more than five percent of its surface area covered with peeling paint, chipped corners, rust, mud, broken parts and pieces, or other unsightly conditions for a period of more than 15 successive days.
 - (b) A sign shall not stand with bent or broken sign facing, broken supports, loose appendages or struts, or leaning more than 15 percent from vertical for a period greater than 15 successive days.
 - (c) A sign shall not have weeds, trees, vines, or other vegetation growing upon it, that obscures the view of the sign from the street or right-of-way from which it is to be viewed, for a period greater than ten successive days.

(J) **MASTER SIGN PLAN**

A Master Sign Plan (MSP) is required for development which includes multiple uses or tenants, planned developments, or residential developments where more than one sign is proposed. The purpose of the MSP is to provide a unified record of signs and promote coordinated signage. A MSP is required prior to the erection of any permanent signs and all signs within the development shall comply with the MSP. Applicants wishing to deviate from the requirements listed below may submit an Alternative Sign Plan pursuant to § 155.403(K).

(1) **Application**

The MSP shall be submitted to the Planning Department for review following the process requirements of § 155.713 [with the decision made by the Planning Director](#). For new development, the MSP shall be submitted concurrently with the initial development site plan, master plan, or subdivision application.

(2) **MSP Elements**

The MSP shall include, at a minimum, criteria and specifications for the following:

- (a) Location,
- (b) Allocation of permitted sign area among tenants and any other proposed signs,
- (c) Sketches of generic sign design and appearance for each sign type,
- (d) Construction materials,
- (e) Color palette, and
- (f) Illumination.

(3) **Approval Criteria**

Prior to approval of a MSP, the following review criteria shall be satisfied:

- (a) The proposed sign design, size, color, and placement are compatible in style and character with any building to which the sign is to be attached, any surrounding structures, and any adjoining signage on the site.
- (b) Similar sign types are constructed of similar materials.
- (c) The MSP provides for signs that meet size limitations, location requirements, material standards and other applicable requirements of this Section.
- (d) One standard Pantone Matching System (PMS) color shall be permitted for wall signs, with the exception of wall signs on outparcels. Black may be used as an accent to the permitted color. Federal and state registered trademarks may be employed in addition to the specified color, but may not exceed 12 square feet in copy area.
- (e) Future tenants will be provided adequate opportunities to construct, erect, or maintain a sign for identification.
- (f) Directional signage and building addressing is adequate for pedestrian and vehicular circulation and emergency vehicle access.
- (g) The MSP improves the safety and welfare of the general public by minimizing distractions, hazards, and obstructions from sign design or placement.
- (h) Sign design, scale, and placement are oriented to pedestrian traffic.
- (i) Components of the MSP are consistent with the Town of Clayton General Design Guidelines.

(4) **Conditions of Approval**

Conditions of Approval may be imposed to carry out the intent of the MSP while still permitting each sign user opportunities for effective identification and communication. These conditions may include reductions in the allowable number of signs, total sign face area, location of signs, and types of signs allowed.

(5) **Amendments**

A MSP may be amended by filing a new master plan and updated application with the Planning Director. The amended MSP shall include a schedule that requires bringing all signs not conforming to the proposed plan into conformance.

(K) **ALTERNATIVE SIGN PLAN**

The purpose and intent of an Alternative Sign Plan (ASP) is to allow for creativity of sign design, providing an opportunity to demonstrate the intent of this Section can be exceeded, in whole or in

part, through an ASP. Any sign application, including a Master Sign Plan, may submit an ASP as an alternative. The ASP need not comply with the requirements of this Section, however in no case shall an ASP allow a prohibited sign. The ASP shall be prepared in accordance with the design principles set forth below.

(1) **Application**

The ASP shall be submitted to the Planning Department for review following the process requirements of § 155.713, with the decision made by Town Council. For new development, the ASP shall be submitted concurrently with the initial development site plan or subdivision.

(2) **ASP Elements**

The ASP shall include, at a minimum, criteria and specifications for the following:

- (a) Justification statement which details project information, modifications being requested, specific code references and proposed alternatives,
- (b) Location,
- (c) Allocation of permitted sign area among tenants and any other proposed signs,
- (d) Sketches of generic sign design and appearance for each sign type,
- (e) Construction materials,
- (f) Color palette, and
- (g) Illumination.

(3) **Approval Criteria**

To qualify for consideration, an ASP shall demonstrate compliance with the following review criteria:

- (a) Components of the ASP shall be consistent with the Town of Clayton General Design Guidelines.
- (b) The proposed sign design, size, color, and placement are compatible in style and character with any building to which the sign is to be attached, any surrounding structures, and any adjoining signage on the site.
- (c) Innovative use of materials and design techniques in response to unique characteristics of the specific site;
- (d) Placement of sign incorporates or preserves existing native vegetation;
- (e) Sign design, scale, and placement are oriented to pedestrian traffic.

- (f) Integrates architectural features in a manner compatible with the surroundings in which the development is located.
- (g) Includes pedestrian facilities, including but not limited to sidewalks, walkways, street furniture, landscaping, and lighting.
- (h) Consistent with approved neighborhood plans, studies, or area plans.
- (i) Future tenants will be provided adequate opportunities to construct, erect, or maintain a sign for identification.
- (j) Directional signage and building addressing is adequate for pedestrian and vehicular circulation and emergency vehicle access.
- (k) The ASP improves the safety and welfare of the general public by minimizing distractions, hazards, and obstructions from sign design or placement.

(4) **Conditions of Approval**

Conditions of Approval may be imposed to carry out the intent of the ASP while still permitting each sign user opportunities for effective identification and communication. These conditions may include reductions in the allowable number of signs, total sign face area, location of signs, and types of signs allowed.

(5) **Amendment**

An ASP may be amended by filing a new alternative plan and updated application with the Planning Director. The amended ASP shall include a schedule that requires bringing all signs not conforming to the proposed plan into conformance.

§ 155.713 SIGN PERMIT

(A) APPLICABILITY

- (1) Except as otherwise provided in [§ 155.403\(FD\)](#), no sign may be erected, located, or altered in any manner until a sign permit, and building permit if necessary, has been secured from the Planning Department. The change of copy on a legally constructed sign shall not require a permit unless it is included as part of an approved [master sign plan or alternative sign plan common signage plan](#) (see [§ 155.403\(J\)](#) and [§ 155.403\(K\)155.714](#)).
- (2) After January 19, 1999, all signs erected in conformance with these regulations shall display a sticker which is issued by the Planning Department. Any sign which does not display this sticker shall be considered a zoning violation or nonconforming sign, and subject to the relative provisions of this chapter.

Commentary: A common signage plan may be required before a sign permit can be issued (see § 155.714).

(B) APPLICATION REQUIREMENTS

An application for sign permit shall be submitted in accordance with [§ 155.702\(C\)](#).

(C) ACTION BY PLANNING DIRECTOR

Following completion of the technical review period, the Planning Director shall [review and approve](#) ~~take final action on~~ the sign permit for any sign less than eight feet tall, [or the Master Sign Plan](#), provided ~~the sign meets that~~ all requirements of this ~~C~~chapter, and all other applicable electrical and North Carolina Building Code requirements [are met](#).

(D) ACTION BY ~~PLANNING BOARD~~ TOWN COUNCIL

Following completion of the technical review period, the Planning Board ~~shall~~ [shall review and take final action](#) ~~approve the sign permit on Alternative Sign Plans and billboards for any sign eight feet in height or taller,~~ provided ~~the sign meets that~~ all requirements of this ~~ch~~Chapter, and all other applicable electrical and North Carolina Building Code requirements.

(E) INSPECTION OF PERMANENT SIGNS

- (1) The applicant shall request an inspection by the appropriate inspector after installation of the signs.

~~(2) If the signs are found to be in compliance, the applicant shall receive a permanent seal which identifies the sign. The applicant shall attach the identification in a conspicuous location which is accessible to the Planning Director. It is recommended that businesses place the permit in a lower corner of the front door of the business in those cases where the seal is not affixed to the sign.~~

- ~~(3)~~(2) The sign permit shall be null and void if sign installation is not completed within six months or the signs are not in conformance with the approved application.

~~(4)~~(3) Valid sign permits may be assigned to a successor as holder of a business license for the same premises.

(F) **TEMPORARY SIGN PERMIT**

A temporary sign permit shall be issued in accordance with [§ 155.403](#). A ~~common signage plan~~master sign plan shall not be required for applications for temporary sign permits.

(G) **REVOCACTION OF A SIGN PERMIT**

-The sign permit shall be revoked if a sign is found to be in violation of the requirements of this chapter, or other applicable electrical and North Carolina State Building Code requirements.

(H) **APPEAL**

Final action on a sign permit may be appealed to the Board of Adjustment in accordance with [§ 155.717](#).

(Ord. 2005-11-02, passed 11-21-05)

§ 155.714 ~~COMMON SIGNAGE PLAN~~RESERVED

Reserved. -

~~—(A)— *Applicability.*~~

~~—(1)— Except as listed in below, the owners or developers of two or more contiguous lots, or any multi-tenant use shall submit a common signage plan for approval as part of the site plan application. Other applicants may voluntarily submit a common signage plan in accordance with the standards of this section. Such developments may increase the amount of signage otherwise permitted by a maximum amount of 25% subsequent to approval of the common signage plan.~~

~~—(2)— Applications for temporary sign permits shall not be required to submit an approved common signage plan.~~

~~—(B)— *Application requirements.*~~

~~—(1)— An application for a common signage plan shall be submitted in accordance with [§ 155.702\(C\)](#).~~

~~—(2)— The elements of a common signage plan shall be in accordance with [§ 155.403](#).~~

~~—(3)— Where an application for site plan review is also required, the common signage plan shall be submitted concurrently with the site plan (see [§ 155.707](#)).~~

~~—(C)— *Action by Planning Director.*~~

~~—(1)— Following completion of the technical review, the Planning Director shall approve the common signage plan provided the plan meets all requirements of this section.~~

~~—(2)— The Planning Director may allow modifications to the lettering style to accommodate state and federally registered trademarks (logos) if the Planning Director feels that the intent of the common signage plan requirements is maintained. In allowing modifications, the Planning Director may limit the logo size. The requirements of a common signage plan shall apply to all tenants within a related project, even if the properties have been subdivided.~~

~~—(D)— *Revisions and amendments.*~~

~~—(1)— Revisions or amendments to the common signage plan shall require documentation from all tenants on the property prior to approval.~~

~~—(2)— It shall be the responsibility of the applicant and/or property owner to enforce the terms of the common signage plan, and a current copy of such plan, including any amendments, must be kept on file in the Planning Department.~~

~~—(E)— *Existing signs not conforming to common signage plan.* If any new or amended common signage plan is filed for a property on which existing signs are located, it shall include a schedule for bringing into conformance, within three years, all signs not conforming to the proposed amended plan or to the requirements of this chapter in effect on the date of submission.~~

~~—(F)— *Binding effect.* After approval of a common signage plan, no sign shall be erected, placed, painted, or maintained, except in conformance with such plan, and such plan may be enforced in the same way as any provisions of this chapter. In case of any conflict between the provisions of such a plan and any other provision of this chapter, this chapter shall control.~~

~~—(G)— *Appeal.* Final action on a common signage plan may be appealed to the Board of Adjustment in accordance with § 155.717.~~

(Ord. 2005-11-02, passed 11-21-05)

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

Agenda Item: 8a **Meeting Date:** 8/19/13
TITLE: STATUS OF 110 WEST FRONT STREET, FORMER RED & WHITE STORE.
DESCRIPTION: At the July 16, 2012, Council work session, it was the consensus of the Council that staff draft the ordinance authorizing the building inspector to have the property demolished in the event Town does not see work initiated within the specified timeframe.
 At its August 6, 2012, Council meeting, it was the consensus of the Council to continue this item for 90 days.
 At its November 5, 2012, Council meeting, the Council received information from the lien holder of this property. All Council members voted in favor of continuing this item to the November 19, 2012, Council meeting in order to receive additional information.
RELATED GOAL: Think Downtown & Administrative
ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
7-16-12	Discussion.	Ordinance.
8-06-12	Discussion.	Ordinance, map, NC GS 160A-439, & Town Code of Ord Section 153.027.
10-15-12	None – Tracking.	Ordinance, map, NC GS 160A-439, and Town Code of Ord section 153.027.
11-05-12	Discussion.	Ordinance, map, NC GS 160A-439, and Town Code of Ord Section 153.027.
11-19-12	Discussion.	Ordinance, map, NC GS 160A-439, and Town Code of Ord Section 153.027.
12-3-12	Discussion.	Ordinance, Map, NC GS 160A-439, and Town Code of Ords section 153.027.
12-17-12	Discussion.	N/A.
1-7-13	Discussion.	N/A.
1-23-13	Discussion.	N/A.
2-4-13	Discussion.	
2-18-13	Discussion.	
3-04-13	Discussion.	
3-18-13	Discussion.	
4-01-13	Discussion.	
4-15-13	Discussion.	
5-06-13	Discussion.	
5-20-13	Discussion.	
6-03-13	Discussion.	
6-17-13	Discussion.	
8-5-13	Discussion.	
8-19-13	Discussion.	

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

Agenda Item: 8b

Meeting Date: 8/19/13

TITLE: STATUS OF THE ACQUISITION OF EASEMENTS FOR THE CLAYTON-RALEIGH SEWER TRANSMISSION PROJECT.

DESCRIPTION: The Clayton-Raleigh Sewer Transmission project is a collaborative project between the Town of Clayton and City of Raleigh that began spring of 2007 and slowed when the economy slowed. In June 2012, the Town of Clayton submitted an application to rural development to secure a loan for the design and construction of a new wastewater force main to connect to the City of Raleigh for the transfer of up to 1 MGD of wastewater. On July 16, 2012, the Town Council approved a resolution for financing with the USDA – Rural Development (2012-037).

In order to construct the Clayton-Raleigh sewer transmission line, the Town of Clayton has been acquiring easements from property owners. The easements are located within the existing (CP&L / Progress Energy) Duke Energy easement.

RELATED GOAL: Legislative.

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
7-15-13	Presentation.	Resolutions (7).
8-05-13	Discussion.	
8-19-13	Discussion.	

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

Agenda Item: 9a

Meeting Date: 8/19/13

TITLE: TOWN MANAGER

DESCRIPTION: Update on off-budget equipment request(s) for Town departments.

RELATED GOAL: Administrative

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
6-17-13	Discussion.	
8-05-13	Discussion.	
8-19-13	Discussion.	

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

Agenda Item: 9c

Meeting Date: 8/19/13

TITLE: TOWN CLERK

DESCRIPTION: Calendar of Events

- Clayton Town Square Concert Series: **Johnny Orr Band** – Thursday, August 15, 2013 from 7 PM to 9 PM
- Council Mtg – Monday, August 19, 2013 @ 6:30 PM
- Board of Adjustment Mtg – Wednesday, August 21, 2013 @ 6 PM
- Planning Board Mtg – Monday, August 26, 2013 @ 6:00 PM
- Labor Day Holiday – Monday, September 2, 2013
- Council Mtg – TUESDAY, September 3, 2013, @ 6:30 PM
- Clayton Town Square Concert Series: **MikeMickXer** – Thursday, September 12, 2013 from 7 PM to 9 PM
- Zaxby's Movie Night – Saturday, September 14, 2013 @ Town Square from 6 PM to 10 PM
- Council Mtg – Monday, September 16, 2013 @ 6:30 PM
- Board of Adjustment Mtg – Wednesday, September 18, 2013 @ 6 PM
- Clayton Harvest & Music Festival – September 18 – 22, 2013 in Downtown Clayton
- Temporary closing of Main Street for vendors during the Clayton Harvest & Music Festival – Saturday, September 21, 2013, from 5 AM to 6 PM
- Planning Board Mtg – Monday, September 23, 2013 @ 6:00 PM
- Fire Advisory Board Mtg – Thursday, September 26, 2013 @ 7:30 PM at Fire Station 1, 325 West Horne Street
- Council Mtg – Monday, October 7, 2013 @ 6:30 PM
- Last day to register to vote for municipal elections – Friday, October 11, 2013 [CARD MUST BE POSTMARKED 25 DAYS BEFORE ELECTION OR RECEIVED IN THE BOARD OF ELECTIONS OFFICE BY 5:00 PM, 25 DAYS BEFORE ELECTION.]
- Zaxby's Movie Night – Saturday, October 12, 2013 @ Town Square from 6 PM to 10 PM
- Downtown Development Association Mtg – Monday, October 14, 2013 @ 6:30 PM at Clayton Town Hall, Room GS 223
- Board of Adjustment Mtg – Wednesday, October 16, 2013 @ 6 PM
- Council Mtg – Monday, October 21, 2013 @ 6:30 PM
- Planning Board Mtg – Monday, October 28, 2013 @ 6:00 PM
- Council Mtg – Monday, November 4, 2013 @ 6:30 PM
- Election Day – Tuesday, November 5, 2013; polls open from 6:30 AM to 7:30 PM
- Veteran's Day Holiday – Monday, November 11, 2013

- Canvass Day at the Board of Elections – Tuesday, November 12, 2013
- Council Mtg – Monday, November 18, 2013 @ 6:30 PM
- Board of Adjustment Mtg – Wednesday, November 20, 2013 @ 6 PM
- Fire Advisory Board Mtg – Thursday, November 21, 2013 @ 7:30 PM at Fire Station 1, 325 West Horne Street
- Planning Board Mtg – Monday, November 25, 2013 @ 6:00 PM
- Thanksgiving Holiday – Thursday, November 28, 2013 & Friday, November 29, 2013
- Council Mtg (Organizational Mtg) – Monday, December 2, 2013 @ 6:30 PM
- Downtown Development Association Mtg – Monday, December 9, 2013 @ 6:30 PM at Clayton Town Hall, Room GS 223
- Council Mtg – Monday, December 16, 2013 @ 6:30 PM
- Board of Adjustment Mtg – Wednesday, December 18, 2013 @ 6 PM
- Planning Board Mtg – Monday, December 23, 2013 @ 6:00 PM
- Christmas Holiday – Tuesday, December 24, 2013; Wednesday, December 25, 2013; & Thursday, December 26, 2013

Date:

Action:

Info. Provided:

8-19-13

N/A

Calendar of Events