

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**

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## **TOWN COUNCIL MEETING**

**JUNE 03, 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 REGULAR MEETING OF THE CLAYTON TOWN COUNCIL**

**MONDAY, JUNE 3, 2013**  
**6:30 PM**

**THE CLAYTON CENTER**  
**COUNCIL CHAMBERS**

**1. CALL TO ORDER**

Pledge of Allegiance – Boy Scout Troop 124  
Invocation – Mayor Jody L. McLeod

**2. ADJUSTMENT OF THE AGENDA**

**3. CONSENT AGENDA**

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

- a. Draft minutes from the May 20, 2013, work session meeting.
- b. Temporary street closure request for the Clayton Harvest & Music Festival.
- c. Inter-local agreement for provision of fire service with Johnston County.
- d. Audit contract with Anderson Smith & Wike PLLC for fiscal year 2012-2013.
- e. Resolution donating surplus property.
- f. Request for improvements to emergency access road.

**4. INTRODUCTIONS AND SPECIAL PRESENTATIONS**

- a. Presentation of proposed sculpture trail by representative of the Public Art Advisory Board.
- b. Presentation of proposal for the implementation of fitness standards on the Clayton Police Department.

**5. PUBLIC HEARINGS**

- a. Public hearing for the proposed FY 2013-2014 budget.
- b. Public hearing for text amendment to Chapter 155 Section 402 of the Town of Clayton Unified Development Code.
- c. Evidentiary hearing for preliminary subdivision request SUB 2013-08 located at Corbett Road and US 70 HWY Bypass.

**6. OLD BUSINESS**

- a. Status of 110 West Front Street, former Red & White Store.
- b. Status of traffic review and sidewalk needs for Champion Street.
- c. East Front Street Extension bid opening tabulation (TIP # U-3605).

- d. Resolution authorizing donation of a 1980 forklift declared as surplus.

**7. NEW BUSINESS**

**8. STAFF REPORTS**

- a. Town Manager
- b. Town Attorney
- c. Town Clerk
  - Calendar of Events
- d. Other Staff

**9. OTHER BUSINESS**

- a. Informal Discussion & Public Comment.
- b. Council Comments.

**10. ADJOURNMENT**

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

Agenda Item: 3a

Meeting Date: 6/03/13

**TITLE: DRAFT MINUTES FROM THE MAY 20, 2013, WORK SESSION MEETING.**

**DESCRIPTION: Attached.**

**RELATED GOAL: Administrative**

**ITEM SUMMARY:**

**Date:**

**Action:**

**Info. Provided:**

6-03-13

Approval.

DRAFT 5/20/2013 minutes.

**MINUTES  
CLAYTON TOWN COUNCIL  
MAY 20, 2013**

The second regular meeting of the Clayton Town Council for the month of May was held on Monday, May 20, 2013, at 6:30 PM at Town Hall, 111 East Second Street.

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

**ABSENT:** Councilman Bob Satterfield and Councilman Jason Thompson.

**ALSO PRESENT:** Steve Biggs, Town Manager; Katherine Ross, Town Attorney; Nancy Medlin, Deputy Town Manager; David DeYoung, Planning Director; Bruce Naegelen, Downtown Development Coordinator; Robert McKie, Finance Director; Lee Barbee, Fire Chief; Stacy Beard, Public Information Officer; Tommy Roy, Information Services Technician; Amber Bond, Clerk to the Board

**ITEM 1. CALL TO ORDER**

Mayor McLeod called the meeting to order at 6:32 PM. Mayor McLeod gave the invocation.

**ITEM 2. ADJUSTMENT OF THE AGENDA**

The following adjustment of the agenda was requested:

- No adjustments to the agenda were presented.

It was the consensus of the Council to proceed with the agenda with the adjustment.

**ITEM 3. ACTION AGENDA**

Councilman Art Holder motioned to approve the action agenda as presented; Councilman Butch Lawter seconded the motion. The motion carried 3-0 with the following action agenda items approved at 6:33 PM:

Item 3a. Draft minutes from the May 6, 2013, regular Council meeting.

Item 3b. Public notice of the following items for the June 3, 2013, Council meeting:

- Public hearing for the proposed FY 2013-2014 budget
- Public notice for a request of donation of a declared as surplus 1980 forklift
- Public hearing for text amendment to Chapter 155, Section 402 of the Town of Clayton Code of Ordinances

- Evidentiary hearing for preliminary subdivision request SUB 2013-08, Old Fields Subdivision

**ITEM 4. INTRODUCTIONS & SPECIAL PRESENTATIONS**

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

No new Town of Clayton employees were introduced.

Item 4b. Presentation of temporary street closure request for the Clayton Harvest & Music Festival.

Chamber of Commerce Director of Special Projects Mary Beth Roberti presented a request to temporarily close East Main Street, specifically Smith Street to O’Neil Street, on September 21, 2013, from 5:30 AM to 6:00 PM. She added the Chamber of Commerce is also requesting to close Fayetteville Street from East Main Street to Second Street beginning Thursday September 18, 2013, at 3:00 PM until Saturday, September 21, 2013, at 11:30 PM.

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

**ITEM 5. ITEMS SCHEDULED FOR THE REGULAR MEETING AGENDA**

Item 5a. Presentation of text amendment to Chapter 155, Section 402 of the Town of Clayton Unified Development Code.

Planning Director David DeYoung presented revisions to the Town of Clayton Unified Development Code, Chapter 155 Section 402. He explained the changes were made to clarify, update, re-organize and improve readability of the UDC. He stated black vinyl coated chain link fencing was made allowable in certain situations.

Based upon question by Council, Planning Director DeYoung stated decorative fencing would be used on corner lots, such as wrought iron, wood, aluminum; but not chain link. He stated vinyl chain link fencing is permitted on interior and back yards for aesthetic purposes. He added the black vinyl coating tends to blend in better with the surroundings than the other colors.

This item is slated for public hearing on Monday, June 3, 2013, at the regular Town Council meeting.

Item 5b. Presentation of preliminary subdivision request SUB 2013-08 located at Corbett Road and US 70 HWY Bypass.

Planning Director David DeYoung provided the staff overview of SUB 2013-08, Old Fields Subdivision at Corbett Road and US 70 HWY Bypass for the subdivision of 12 lots. He stated water will be provided by Johnston County and the lots will be served by septic tank. He stated per the Town of Clayton UDC, subdivisions with 11 or more lots require five foot sidewalks on both sides of the right-of-way. He added the developer will either need to put in the sidewalk or request to pay a fee in lieu. He stated the development is consistent with the Town's Strategic Growth Plan. He stated the neighborhood meeting was held on March 18, 2013, and no opposition was received for this request.

Based upon question by Council, Planning Director DeYoung stated the decision on sidewalks will be made by Council at its next meeting. He stated the section of road for the subdivision is to NCDOT cross sections standards and will have swales.

Based upon question by Council, Planning Director DeYoung stated the fee in lieu would be calculated by the developer's engineer. He stated the Council will have four options to consider for sidewalk:

- Sidewalk on both sides of the street
- Sidewalk on one side of the street
- Fee in lieu
- No sidewalk

Mayor Jody McLeod requested an established value at the next meeting if the Council does a fee in lieu.

This item is slated for public hearing on Monday, June 3, 2013, at the regular Town Council meeting.

Item 5c. Presentation of Inter-Local Agreement for Provision of Fire Service with Johnston County.

Town Manager Steve Biggs provided an overview of the Inter-Local Agreement for provision of fire service with Johnston County.

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

Item 5d. Presentation of audit contract with Anderson Smith & Wike PLLC for fiscal year 2012-2013.

Finance Director Robert McKie provided an overview of the audit contract with Anderson, Smith & Wike PLLC for the fiscal year 2012-2013. He stated the costs will remain the same as the fiscal year 2011-2012 audit contract.

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

Item 5e. Presentation of resolution donating surplus property.

Deputy Town Manager Nancy Medlin provided an overview of the resolution to donate a forklift to Flowing Water World Outreach Center, a non-profit organization. She stated the request is in keeping with the North Carolina General Statute (NC GS 160A-280). She stated the organization will be able to use the forklift to expedite the day to day operations of their food bank.

Based upon question by Council, Deputy Town Manager Medlin stated the forklift does not have the lift capacity needed by the Town. She stated the lift capacity by the non-profit is much less and there is a volunteer that can service the forklift.

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

#### **ITEM 6. ITEMS CONTINGENT FOR THE REGULAR MEETING**

No items contingent for the regular meeting were presented to the Council.

#### **ITEM 7. ITEMS FOR DISCUSSION**

Item 7a. Resolution of request for improvements to emergency access road.

Town Manager Steve Biggs provided an overview of the resolution requesting improvements to an emergency access road at Grifols. He stated the revised resolution is without referral back to when and how the road was built.

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

#### **ITEM 8. OLD BUSINESS**

Item 8a. Status of 110 West Front Street, former Red & White Store.

Town Manager Steve Biggs stated that necessary permits have been acquired and the necessary inspections have been performed on the project. He added that work should start within the next couple of weeks.

#### **ITEM 9. STAFF REPORTS**

Item 9a. Town Manager

Town Manager Steve Biggs stated that this will be a two part report with Planning Director David DeYoung.

Planning Director David DeYoung stated it has come to the Town's attention that several property owners within the R-E zoning district have concern with the property size requirements for water and sewer. He stated if owners have water and sewer the lot is 20,000 square foot. He stated if owners have water and no sewer or well and septic the lot is 40,000 square feet. He stated several developers have stated it is possible to have water and septic on lots that are smaller than 40,000 square feet and slightly larger than 20,000 square feet. He stated staff has been researching and is drafting a recommendation for a transitional overlay that is ready for development or infill.

Town Manager Steve Biggs stated there may be areas where it is not practical to provide municipal services. He stated in follow up to the creation of an overlay district, there will be a study on the feasibility of infrastructure in the ETJ. He clarified it would not be a capital improvements study.

Based upon question by Council, Planning Director DeYoung stated there have not been discussions about square footage outside of staff. He stated this came up during the Old Field Subdivision review and there is not a pending subdivision review with a similar request.

Based upon question by Council, Planning Director DeYoung stated the lot size review for subdivisions in the ETJ would be a floating zone and does not mean annexation into the Town at the time of review.

Town Manager Steve Biggs distributed "Traffic Study Summary of Champion Street/Everette Avenue;" herewith attached and incorporated into the record. He stated a speed trailer was placed on Champion Street for eight days. He stated during that time, a sampling was received and is included in the summary. He stated a cost estimate for sidewalk is being prepared.

Mayor Pro Tem Grannis questioned if there is a way to incorporate specific times for the report.

Town Manager Biggs stated this is a first time the speed trailer was used to generate a report. He stated that can be done and that can be brought back.

Town Manager Steve Biggs stated that Front Street Extension project bid opening was last Thursday. He stated there were six bidders and the lowest bid was received from Barnhill Construction for the amount of \$1,552,228.00. He stated this is a good bid as the original estimate by the engineer was \$2.2 million. He added the project is estimated for completion at end of calendar year.

Town Manager Steve Biggs stated that close-out negotiations are on-going with the contractor for the East Clayton Community Park project.

Town Manager Steve Biggs stated the Town began maintaining East Clayton Community Park this past week. He stated the area along Glen Laurel Road is narrow and steep. He stated a lawnmower attachment is a needed piece of equipment to mow that section and the cost is estimated at \$19,000.00. He stated this item can be used along the greenway trails. He added he has heard from a Council member that expediting this item is amendable.

Mayor Pro Tem Michael Grannis made a motion to suspend Town Council rules in order to take action. Councilman Art Holder seconded the motion. The motion passed 3-0 at 7:15 PM.

Mayor Pro Tem Michael Grannis made a motion to approve the purchase of a lawnmower apparatus to use at East Clayton Community Park as well as other areas in the Town's park system. Councilman Art Holder seconded the motion. The motion passed 3-0 at 7:15 PM.

Town Manager Steve Biggs distributed the fiscal year budget 2013-2014 notebook to each Council member. He recommended Wednesday, May 29, 2013, as a budget work session meeting.

Mayor Pro Tem Michael Grannis motioned to schedule a budget work session on Wednesday, May 29, 2013 at 5:00 PM at the Clayton Law Enforcement Center. Councilman Butch Lawter seconded the motion. The motion passed 3-0 at 7:19 PM.

Item 9b. Town Attorney

Town Attorney Katherine Ross stated no report.

Item 9c. Town Clerk

Clerk to the Board Amber Bond stated no report.

Item 9d. Other Staff

## **ITEM 10 OTHER BUSINESS**

Item 10a. Informal Discussion & Public Comment.

Mr. Frank Price, resident of 107 Stone Lane in Clayton, stated that he has been re-appointed to serve on the US Safety Committee as a representative of Johnston County. He stated through the sponsorship of the US Safety Committee and collaboration with NCRR initiated an Economic Impact Study on

Highway 70. He added that he will keep the Clayton Town Council abreast of the latest news with this project.

Mr. James Lipscomb, resident of 3407 Barber Mill Road in Clayton, stated he would like the Town Council to look into the sidewalk ordinance of the Town of Clayton UDC. He stated specifically the fee in lieu.

Mayor Jody McLeod informed the Council that the fee in lieu was originally created as a revenue stream for the Town for sidewalk improvement for the Town. He added that they will look into the matter but he is not in favor of losing that as a possible revenue source.

Mayor Pro Tem Michael Grannis asked Mr. Lipscomb provide information about the points of the code that he feels need to be modified in addition to the ones that have been brought to the Council for consideration.

Mr. Lipscomb stated that he would be willing to do that.

Councilman Holder expressed concern about sidewalk in the ETJ. He stated he is concerned about fees in the ETJ for property that may not be taken into the Town.

Item 10b. Council Comments.

Mayor Jody McLeod stated that they need to work on the speed limit on North Fayetteville Street. He stated it is posted as 35 MPH at First Baptist Church as well as further north. He added O'Neil Street is currently posted as 25 MPH. He added this was brought to his attention by a citizen.

Town Manager Steve Biggs stated that can be reviewed.

Mayor Pro Tem Michael Grannis stated a few months back that there was a similar incident on Vinson Road.

Town Manager Steve Biggs stated that he will follow up on this issue.

Mayor Jody McLeod read the following public announcement:

The Town Council will be celebrating the dedication of the Sam's Branch Public Art Advisory Board unveiling the Butterfly Public Art Project on Sunday June 2, 2013 at 3:00 PM. This event is open to public and all are invited to attend. Will be the first viewing of Clayton's first outdoor public art project.

**ITEM 11. ADJOURNMENT**

With there being no further business brought before the Council, Councilman Art Holder motioned to adjourn. The motion carried 3-0 at 7:32 PM.

Duly adopted by the Clayton Town Council this \_\_\_\_\_ day of June 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: 6/03/13

**TITLE: TEMPORARY STREET CLOSURE REQUEST FOR CLAYTON  
HARVEST & MUSIC FESTIVAL.**

**DESCRIPTION: Presentation.**

At its May 20, 2013, Council meeting, it was the consensus of the Council to place this item on the consent agenda.

**RELATED GOAL: Think Downtown**

**ITEM SUMMARY:**

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
5-20-13	Presentation.	Staff Report & Map.
6-03-13	Approval.	Staff Report & Map.



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:** 2013-0459  
**Event Name:** Clayton Harvest & Music Festival  
**Event Date(s):** September 18 – September 22, 2013  
**Location:** Main Street (from Smith St to O'Neil St)

**Downtown/Town Limits/ETJ:** Downtown

**Applicant:** Clayton Chamber of Commerce

**Contact:** Mary Beth Roberti (919) 553-6352 (office) (919) 333-4745 (cell)  
[Marybeth@claytonchamber.com](mailto:Marybeth@claytonchamber.com)

**Committee Meeting:** April 25, 2013

**Attendance:** Dale Medlin, Electric Dept.; Tim Simpson & Rusty Clawson, Public Works; Tony Atkinson, Fire Marshall; Capt. John Coley & Ken Lunger, PD; Dede Bumgarner, Zoning Admin; Martha Vandergriff, The Clayton Center; Steve Biggs, Town Manager; Bruce Naegelen, Downtown Development Coordinator

**Guests:** Pam Baumgartner, Friends of the Library; Eric Brock & Ben Myers, Southside Church; Rob Baker, St. Baldrick's; Mary Beth Roberti, Clayton Chamber of Commerce

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**EVENT LOCATION:** Main Street area from Smith St to O'Neil St, including Horne Square, Town Square

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### EVENT DESCRIPTION:

- The 2013 Clayton Harvest & Music Festival is the premier annual event in Clayton.
- Includes, but not limited to: carnival rides, food vendors, vendor booths selling various items, concerts and contests, including Clayton Idol.
- The festival takes place in various locations in downtown Clayton: Horne Square, Town Square and the length of East Main Street.
- This is a fund-raising event for the Clayton Chamber of Commerce
- This is an annual event the Town of Clayton has partnered with for many years
- \*Thursday night concert, which would include the closure of Fayetteville Street from Main Street to Second Street (see 3/28/13 Committee Notes).
  - In previous years, the Town Square Concert Series was held on this night with a similar closure.
- The difference is the Chamber would like to close Fayetteville Street from Thursday (9/18) at 3:00 pm to Saturday (9/21) at 11:00 pm. – **could be Sunday at 5:00 pm if an activity is worked out** Downtown Development Coordinator Bruce Naegelen sought guidance from Town Council on 4/15/2013 regarding request to close Fayetteville Street between

Main & Second from 9/18/2013 at 3 pm – 9/21/2013 at 11:00 pm and there was no opposition as long as it was coordinated with The Clayton Center staff.

- Committee will meet again with event organizers in August for continued communications
- 

#### **SERVICES REQUESTED:**

1. Electric service behind HTR using existing service pole
  2. Barriers and cones to close streets and parking lot
  3. Roll-out trash & recycled carts same number as 2012 (Public Works – Rusty Clawson)
  4. Clayton Downtown Development Association, Inc. will be selling beer/wine at Town Square on Thursday, Friday and Saturday night (**Hours to be determined**)
    - a. Off-duty officers will be needed all three nights to be contracted by CDDA, Inc.
- 

#### **COMMITTEE DISCUSSION AND COMMENTARY:**

##### **Item**

##### **1. VENDORS.**

- Chamber will make stronger effort with traffic control
- Discussion about vendors accessing Main Street via Fayetteville and exiting on S Church Street
- Mary Beth will copy Bruce Naegelen on letter to downtown businesses participating in festival to find which storefront spaces need to remain open
- Open space in front of businesses – need to utilize tape similar to crime scene tape but NOT crime scene tape
- Discussion about developing a Vendor Breakdown Policy for vendors to be off the street by 5:00 pm; consider a penalty of some sort.

##### **2. TENTS.**

- Building Permits are required for all tents greater than 240 sf.

##### **3. SECURITY & FIRE PROTECTION.**

- Working in conjunction with TOC Police & Fire Department (ICS)

##### **4. CROWD CONTROL.**

- No written plan

##### **5. HEALTH & SANITATION.**

- Portable toilets will be located at various locations throughout event area

##### **6. MEDICAL.**

- No written plan available

##### **7. TRAFFIC CONTROL & PARKING.**

- Working in conjunction with TOC PD (ICS)

##### **8. TEMPORARY LIGHTING or TEMPORARY ELECTRICAL SERVICE.**

- Potential Upgrade of electrical source at Town Square & Horne Square
  - Chamber to determine vendor needs
    - Plug configuration, outlets, amps, voltage
    - Due to committee by July 1 (attn: Bruce Naegelen)
- HTR Parking Lot
  - Can be used “as is”
  - No stage at this location but small sound system will be used.

##### **9. COMMUNICATIONS.**

- To be submitted (ICS)

##### **10. TRASH & SANITARY FACILITIES.**

- Dumpster locations:
  - HTR location - 2

- Town Hall – existing plus 1
  - Roll-Out Carts
    - An additional number of carts will need to be ordered
- 11. **CLEAN-UP & WASTE DISPOSAL.**
  -
- 12. **NOISE CONTROL.**
  - To be submitted
- 13. **OWNER'S CONSENT.**
  - N/A
- 14. **INSURANCE.**
  - Indemnification Agreement received 3/24/13
  - Need Certificate of Additional Insured
- 15. **TEMPORARY SIGNAGE**
  - Banner over Main (permit required)
  - Signs for Alcohol Sales at exit points – “unlawful to remove alcohol from premises”
- 16. **PERMITS.**
  - ABC Permits required for Thursday, Friday, Saturday alcohol sales at Town Square
- 17. **SITE PLAN.**
  - Vendor Space Layout received 3/25/13

## COMMITTEE CONDITIONS

- Committee members recommend approval of the event with the following conditions:
- Damage deposit will be required from carnival/rides vendor
- Ride vendor needs to locate rides away from emergency access areas on First St Extension
- Chamber will provide Ride Layout Plan to committee
- Communication plan needs to be submitted to Committee by August 15, 2013
- Clean-up plan needs to be submitted to Committee by August 15, 2013
- Copies of all permits issued by State, County or Town need to be submitted to TOC Planning Department prior to August 31, 2013
- ICS Worksheet to be completed with initiation and coordination through Downtown Development Coordinator

## COMMITTEE ACTIONS:

- Staff report will be submitted to Town Clerk by May 10, 2013 for presentation on the May 2013 Town Council Agenda
- Special Event Permit will be issued by Planning Department upon
  - Town Council approval of requests
  - Receipt of NCDOT Letter of Approval for road closures
  - Proof of all conditions being met

## TOWN COUNCIL CONSIDERATIONS

1. Closure & Use of Horne Square 9/16/2013 - 9/23/2013
2. Closure & Use of Town Square & parking lot (110 W Main St) from 5:00 am - 9/18/13 to 5:00 pm 9/22/13
3. Closure of Fayetteville Street between Main & Second Street from 3:00 pm (9/19/13 – 5:00 pm (9/22/13)

4. Closure of Main Street (Smith St to O'Neil St) 9/21/13 from 5:00 am – 6:00 pm
  5. Closure of S Lombard St (Main St to Second St) 9/21/13 from 5:00 am – 5:00 pm
  6. Closure of N Lombard St (Main St to NCRR ROW) 9/21/12 from 5:00 am – 5:00 pm on 9/22/2013
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#### **TOWN COUNCIL ACTION/COMMENTS**

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#### **DOCUMENTATION RECEIVED**

- Special Event Application (includes site plan)
- 

#### **POST EVENT REVIEW**

**Scheduled:** September 26, 2013



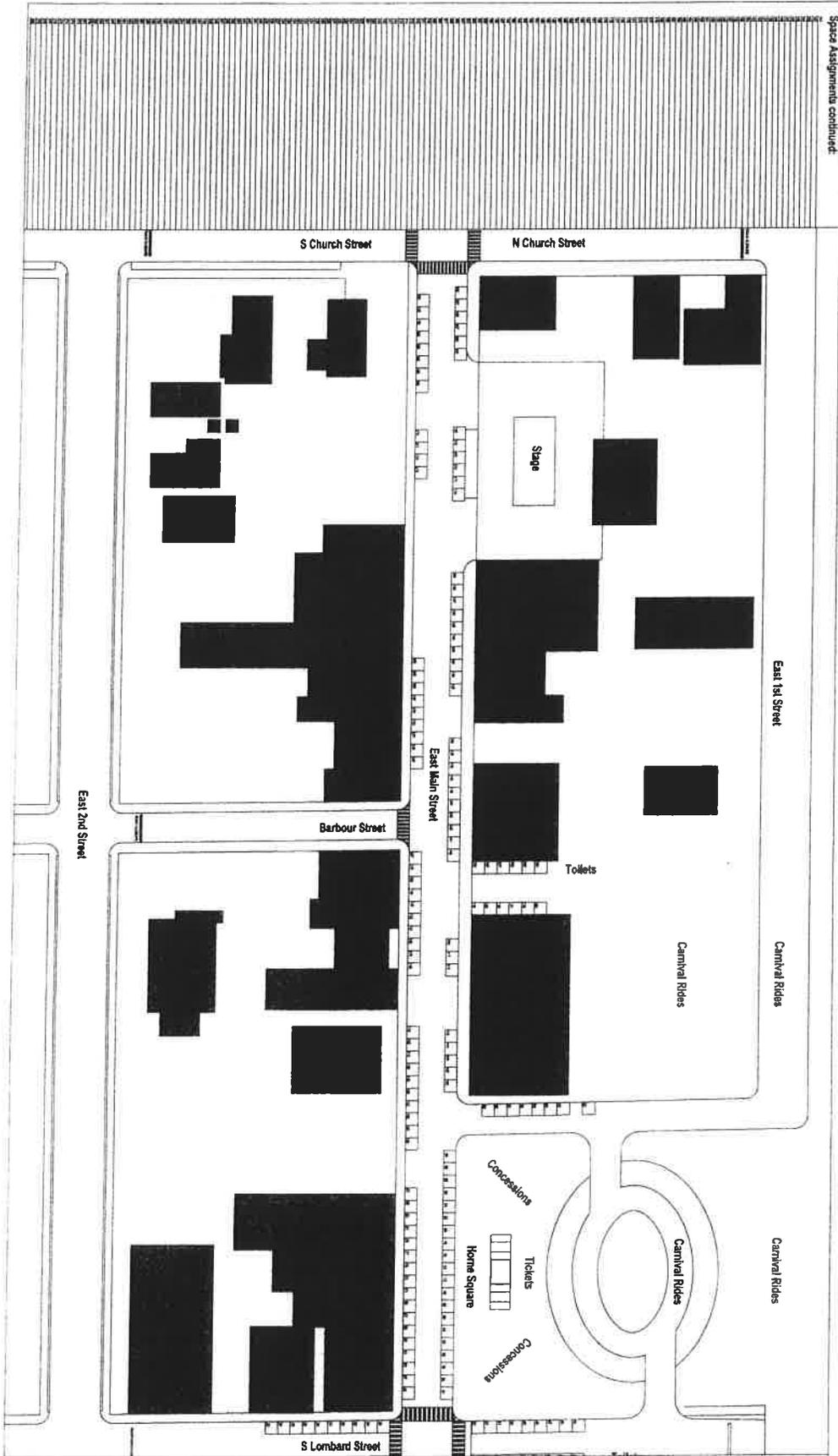
# Clayton Harvest Festival Vendor space layout

01 Aug 2011  
**A**

Main Street from  
O'neil to Church Streets



prepared by:  
McClellent Architectural Design  
P.O. Box 763 Clayton, NC 27528  
ph. 339-987-0437 www.mcclellentdesign.com



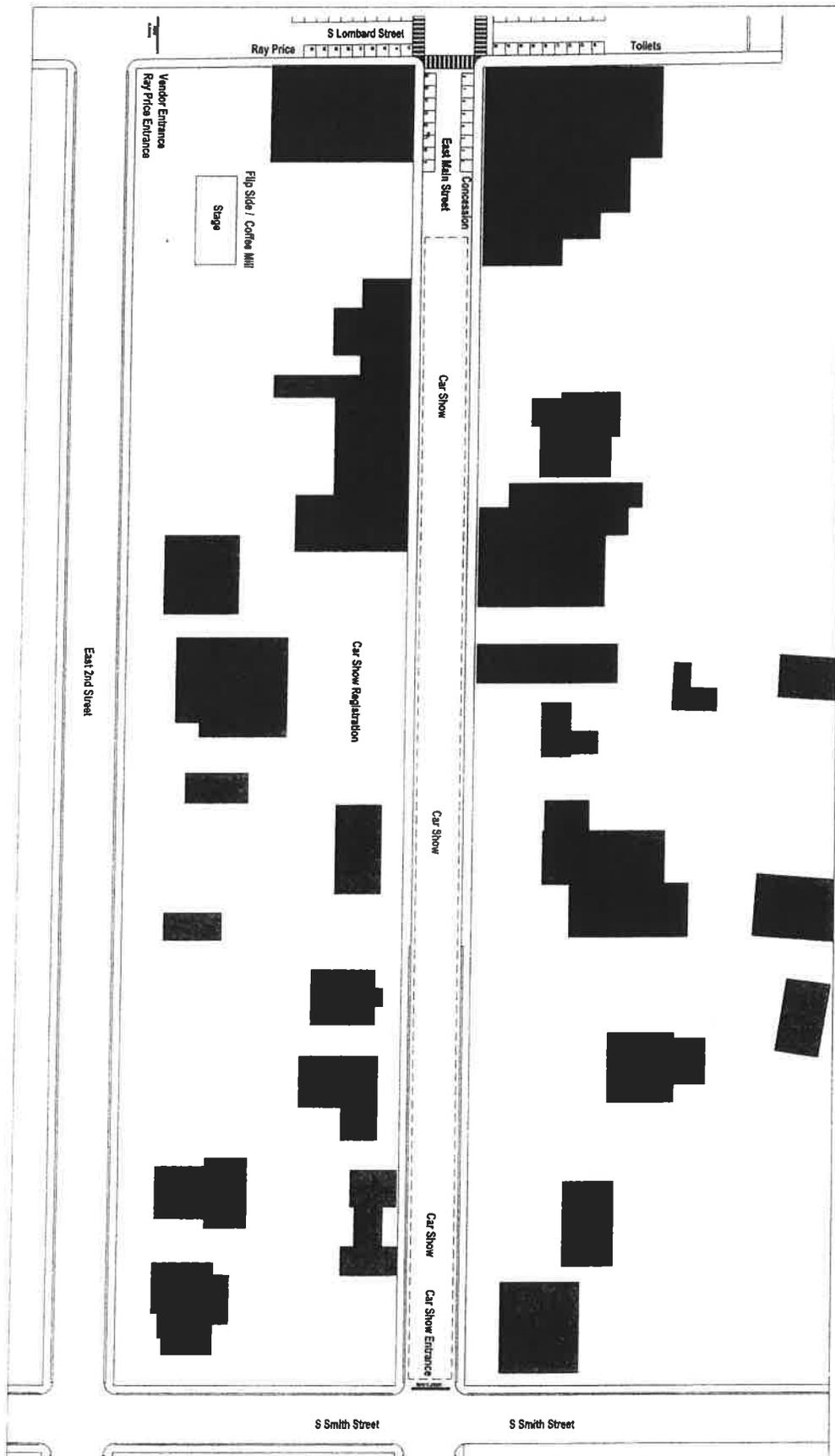
# Clayton Harvest Festival Vendor space layout

Main Street from  
Church to Lombard Streets

01 Aug 2011  
**B**



prepared by:  
McClellie Architectural Design  
P.O. Box 763 Clayton, NC 27528  
ph: 339-987-0437 www.mcclelliedesign.com



# Clayton Harvest Festival Vendor space layout

01 Aug 2011  
**C**

Main Street from  
Lombard to Smith Streets



prepared by:  
McClellent Architectural Design  
P.O. Box 763 Clayton, NC 27526  
ph. 339-987-0437 www.mcclellentdesign.com

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

Agenda Item: 3c

Meeting Date: 6/03/13

**TITLE: INTER-LOCAL AGREEMENT FOR PROVISION OF FIRE SERVICE WITH JOHNSTON COUNTY.**

**DESCRIPTION: The Town of Clayton last approved a fire contract with Johnston County at its May 4, 2009, Council meeting.**

**At its May 20, 2013, Council meeting, it was the consensus of the Council to place this item on the consent agenda.**

**RELATED GOAL: Financially Responsible Town Government Providing Quality Services.**

**ITEM SUMMARY:**

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
5-20-13	Presentation.	Proposed Agreement & 2009 Adopted Agreement.
6-03-13	Approval.	Agreement.

**NORTH CAROLINA  
JOHNSTON COUNTY**

**INTER-LOCAL AGREEMENT FOR PROVISION OF FIRE SERVICE**

This Contract, made and entered into this the first day of July, 2013, by and between Johnston County, a political subdivision of the State of North Carolina, hereinafter referred to as the "County," and the Town of Clayton, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "Town";

WHEREAS, the Town and the County are authorized pursuant to N.C. General Statute § 160A-460, *et seq.*, to enter into an inter-local agreement; and

WHEREAS, the Town and the County wish to enter into such an agreement by which the County will assess and collect a fire tax and the Town will provide certain fire protection as described herein.

Now therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the parties hereto contract and agree as follows:

- 1) The County agrees that it will cause to be assessed or levied a special fire tax within statutory limits after consultation with the Town; and will collect said fire tax on an ad valorem basis on property within the Claytex Fire District (hereinafter the "District").
- 2) The Town after consultation with the Fire District Tax Commission for the District; shall submit in writing to the Johnston County Manager a proposed budget and the requested rate of fire tax to be levied by the established deadline each year. This request shall be forwarded to the Johnston County Board of Commissioners for approval.
- 3) "Fire Department" as used herein refers to the Town, acting by and through its Fire Department.
- 4) Funds collected by the County as a result of said special fire tax shall be distributed in accordance with the rate of fire tax levied per hundred dollars valuation of all real property and personal property in the District and the provisions established by the Johnston County Finance Office.
- 5) Fire tax (N.C. General Statute 153A-301) funds levied and collected by the County and paid to the Fire Department by the County shall be used for fire department operations: Fire protection and emergency services in the District, whether within or without the Town's corporate boundaries, and other areas of response as dispatched and to meet the standards established by this agreement.
- 6) The Fire Department will furnish fire protection and related emergency services consistent with the level and quality of service provided in the past by the Fire Department, within the District (sometimes referred to herein as "primary service area") and shall provide the necessary equipment, personnel, and those things necessary for furnishing such protection in the District. The services shall be in accordance with minimum standards set forth in this agreement and all future amendments adopted in accordance with paragraph 18 of this agreement. The Fire Department shall furnish said fire protection without charge to all persons and property located in the District in an efficient and workmanlike manner. This provision shall not prohibit the Fire Department from recouping costs and expenses

from incidents or from entering into contracts with the Federal, State, or local governments or utility companies for the provision of emergency protection services for a fee.

- 7) The Fire Department shall furnish all applicable materials and financial statements for the purpose of the annual audit conducted by the Town in conformity with general accepted accounting principles. The Town shall follow the applicable statutory procedures for letting of public contracts for fire apparatus, equipment, and construction.
- 8) Repeated failures to provide protection or meet conditions as contemplated in this contract may result in the County withholding any and all funds unless a plan for compliance or resolution is made.
- 9) The Fire Department shall obtain and keep in force during the term of this contract the following minimum insurance coverage:
  - a. Worker's Compensation
    - i. Coverage for all paid and volunteer emergency workers for statutory limits in compliance with applicable state and federal laws.
  - b. Comprehensive General Liability, Malpractice and Errors and Omissions
    - i. \$100,000.00 for property damage per occurrence
    - ii. \$500,000.00 for property damage aggregate
    - iii. \$1,000,000.00 for personal bodily injury to any one person; and
    - iv. \$2,000,000.00 for bodily injury aggregate per single accident or occurrence.
  - c. Business Auto Policy
    - i. \$2,000,000.00 for bodily injury and consequent death per occurrence
    - ii. \$1,000,000.00 for bodily injury and consequent death to any one person; and
    - iii. \$500,000.00 for property damage per occurrence.
  - d. Upon request, the Town shall furnish the County a certificate of insurance.
  - e. The Town agrees to fully indemnify and hold harmless the County, its officers, agents, employees, boards, commissions, and agencies against all loss, liability, claims or actions for damages to persons or property arising out of omissions of the Fire Department, its employees, or agents, or to which the Fire Department's negligence shall in any way contribute.
  - f. Nothing contained herein shall be construed as a waiver of immunity by the County.
- 10) The Fire Department shall provide services within the District (N.C. General Statute 153A-233) and maintain a minimum of a 9S rating or better with the North Carolina Department of Insurance, Office of State Fire Marshal. The Fire Department, shall continuously comply with all applicable laws, ordinances, and State regulations.
- 11) The Fire Department shall create and maintain an incident report for all emergency responses for a minimum of five (5) years. The County shall provide and maintain an incident reporting database for the Fire Department's use. The Fire Department shall

submit incident reports electronically to their respective County in a timely manner, either through direct entry into the County database or by electronic transmission of incident reports to the County.

- 12) The Fire Department shall provide annually to the Johnston County Fire Marshal's Office a current and complete roster of members of the Fire Department to include contact numbers for the Chief and Assistant Chief(s).
- 13) The Fire Department agrees to provide automatic and mutual aid services to other emergency services providers in Johnston County. The Fire Department understands that other agencies will maintain their own liability policies and be responsible for their own expenses. The Fire Department further agrees that it will be responsible for its own expenses while responding to a request for mutual aid to another agency within the county. The current automatic aid agreement is included in Appendix A of this contract.

In areas where the fire district has been extended to six miles, the Fire Department agrees to maintain agreements with adjoining districts to respond with a minimum of one apparatus capable of transporting a minimum of 1,000 gallons of water to all alarms involving reported structure fires. This apparatus will be dispatched simultaneously with the department within whose district the incident occurs.

- 14) The following minimal performance standards are agreed upon by the County, Town, and the Fire Department and are part of this contract:
  - a. The Fire Department shall comply with the procedures for radio communications and established protocols for the dispatch of emergencies as defined by the Johnston County Communications Center Protocols.
  - b. The Fire Department officer in charge at all fire scenes shall attempt to determine the origin and cause of every fire. When the officer in charge cannot determine the origin and cause of the fire, or if the cause is suspected to be of an incendiary nature, the officer in charge should request assistance from the Johnston County Fire Marshal's Office.
  - c. The Fire Department shall keep all records on site for minimum period of five (5) years. All State and County required reports and rosters shall be submitted by the requested deadlines.
  - d. If pressurized fire hydrants are located within the fire district, the Fire Department shall adhere to the guidelines established by the Johnston County Public Utilities Department for the flowing of hydrants. The Fire Department shall immediately report any malfunctions or damage to hydrants to the entity owning the water system.
  - e. The Fire Department shall follow the Johnston County Emergency Operations Plan when responding to an emergency or disaster.
  - f. During a declared State of Emergency affecting the County, the Fire Department shall assist, within the limits of its personnel and equipment and capabilities and with deference to its primary service area, to the extent possible with the following services: 1) Debris removal from roadways; 2) Traffic Control; 3) Alert and notification; 4) Search and rescue; 5) Evacuation; and 6) other life saving and

property protection measures as necessary. Request for additional assistance outside the primary service area shall be directed to the Fire Chief or designee. All operations shall be in accordance with the Johnston County Emergency Operations Plan.

- g. The Fire Department should have a public fire/life safety education program or similar activities for, at a minimum, educating persons regarding life safety from fire.
- h. When determining the need and location of additional facilities (fire stations, etc.), the Fire Department shall participate in a planning process involving the County Fire Marshal which evaluates, at a minimum, the needs of the department, the effects on property owners, the effects on insurance grading, and the impacts on adjoining fire districts.
- i. Each Fire Department may elect to voluntarily participate in certain services. Each department that provides these services shall be contracted or franchised for the operation of such service, pursuant to the rules set forth by the Johnston County Board of Commissioners. If the Fire Department has chosen to participate in any of these programs, the agreements can be found as Appendices of this contract:

<b>SERVICE</b>	<b>APPENDIX #</b>
Medical Services	B
Rescue Services	C
Other Services	D

- 15) This agreement shall become effective the first day of July, 2013, and remain in effect for a period not to exceed two years, subject to the continued legal existence of the Fire District and the Fire Department, and further subject to the termination provisions of paragraph 17 hereof.
- 16) This agreement may not be transferred or assigned by the Town, nor may the services contracted for herein be sub-contracted to other parties unless approved by Johnston County.
- 17) This contract may be terminated by either party upon advance notification to the other party by certified mail at least sixty (60) days prior to termination.
- 18) Either party may propose an amendment to this agreement by submitting the amendment in writing at least sixty (60) days in advance of the amendment's proposed effective date. Amendments to this agreement must be approved by both the County and the Town prior to becoming effective.
- 19) If any part of this Contract is for any reason held invalid or unconstitutional by any court of competent jurisdiction, that part shall be deemed a separate, distinct and independent provision, and the holding shall not affect the validity of the remaining portions of this Contract.
- 20) This contract is not intended to serve for the benefit of any third party. The rights and obligations contained herein belong exclusively to the entities that are parties hereto and no third party shall rely upon anything contained herein as a benefit to that third party.

21) The terms and provisions herein contained constitute the entire agreement by and between the County and the Town and shall supersede all previous communications, representations, or agreements, either oral or written between the parties hereto with respect to the subject matter hereof.

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by the Chairman of the Board of County Commissioners and attested by the Clerk to the Board of County Commissioners, and Town of Clayton has caused this instrument to be signed in its name by its Mayor, attested by its Clerk, all by the authorization of their respective Boards duly given.

Johnston County Board of County Commissioners

By: \_\_\_\_\_  
Chairman: Jeff Carver

Attest:

\_\_\_\_\_  
Clerk

Town of Clayton

By: \_\_\_\_\_  
Mayor: Jody L. McLeod

Attest:

\_\_\_\_\_  
Clerk: Sherry L. Scoggins, MMC

**NORTH CAROLINA  
JOHNSTON COUNTY**

**FIRE PROTECTION CONTRACT**

**APPENDIX A**  
**COUNTY AUTOMATIC AID AGREEMENT**

Appendix D  
AUTOMATIC AID AGREEMENT FOR FIRE PROTECTION

NORTH CAROLINA  
JOHNSTON COUNTY

The agreement, made and entered into this the 18<sup>th</sup> day of September 2006, by and between the Fire Departments of Johnston County, North Carolina, namely, Antioch Fire Department, Incorporated; Archer Lodge V.F.D., Incorporated; Town of Benson Fire Department; Bentonville Volunteer Fire Department, Incorporated; Bethany Rural Fire Department of Johnston County, Incorporated; Blackmon's Crossroads V.F.D., Incorporated; Brogden Rural Fire Department, Incorporated; Town of Clayton Fire Department; Cleveland Fire Department, Incorporated; Corinth Holder V.F.D., Incorporated; Elevation Fire Department, Incorporated; 50-210 Community Fire Department, Incorporated; Four Oaks Volunteer Fire Department, Incorporated; Kenly Volunteer Fire Department, Incorporated; Meadow Volunteer Fire Department, Incorporated; Micro Volunteer Fire Department, Incorporated; Nahunta Volunteer Fire Department, Incorporated; Newton Grove Volunteer Fire Department, Incorporated; Oakland Volunteer Fire Department, Incorporated; Pine Level Voluntary Fire Department, Incorporated; Princeton Volunteer Fire Department, Incorporated; Town of Selma Fire Department; Town of Smithfield Fire Department; Strickland's Crossroads Fire Department, Incorporated; Thanksgiving Fire Department, Incorporated; West Johnston Fire Department, Incorporated; and Wilson's Mills Fire Department, Incorporated.

THAT, WHEREAS, the General Assembly of North Carolina did enact into law an act to authorize mutual aid assistance between fire departments whereby full authority may be exercised for fire departments to send firefighters and apparatus beyond the territorial limits which they normally serve, said act having been codified as Chapter 69, Section 40, of the General Statutes of North Carolina.

WHEREAS, the purpose of this agreement is to provide each of the parties hereto, through their mutual cooperation, a pre-determined plan by which each of them might render aid to the other in case of conflagration, holocaust, civil disorder or natural disaster, any of which demand fire services to a degree beyond the existing capabilities of either party;

Appendix D  
AUTOMATIC AID AGREEMENT FOR FIRE PROTECTION

WHEREAS, it is deemed to be in the public interest for parties hereto to enter into an agreement for automatic aid assistance in fire protection and in order to increase fire defenses and to assure proper fire control, as well as providing reserves needed to assure the community of adequate fire protection;

WHEREAS, by action of the governing bodies creating and supporting aforesaid fire departments, this agreement for reciprocal automatic aid assistance was duly authorized;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and between the parties hereto, it is hereby agreed as follows:

- 1) Should it become necessary to activate the terms of this agreement as herein set forth, due to conflagration, holocaust, civil disorder or natural disaster, the Chief of the Fire Department shall have the implicit authority, upon notification of one of the parties to the other that an emergency does, in fact, exist and that aid is needed, to order available apparatus, equipment and manpower into action to assist the requesting party as may be required.
- 2) It shall be the responsibility of the officer of the fire department of the responding party to ensure that all personnel responding to the request for assistance are responsible persons and that the conduct and actions of said personnel shall be the responsibility of the party sending assistance.
- 3) The party responding to the request for automatic aid under the terms of this agreement shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The party responding shall also assume all liability and responsibility for any damage caused by its own apparatus while responding to or returning from a specific location.
- 4) The party responding under the terms of this agreement shall assume no responsibility or liability for property damaged or destroyed at the actual scene of any disorder, holocaust, conflagration or natural disaster due to firefighter and rescue operations, fire control tactics and strategy or other operations as may be required or ordered; said liability and responsibility shall rest solely with the party requesting such aid and within whose boundaries the property shall exist, or the incident occur.

## AUTOMATIC AID AGREEMENT FOR FIRE PROTECTION

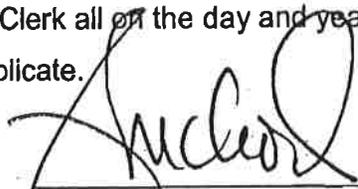
- 5) The party who requests automatic aid shall in no way be deemed liable or responsible for the personal property of the members of the fire department of the responding party which may be lost, stolen or damaged while performing their duties under the response terms herein.
- 6) Each party to this agreement shall assume all costs of salaries, wages, bonuses or other compensation for its own personnel that responds for duty under the terms of this agreement and shall assume all costs involving the use of apparatus, equipment, tools used specifically in response to the request for aid and shall make no charge for such use to the party requesting assistance; however, any special extinguishing agents used by the responding party from its own supply shall be paid for by the party requesting the aid upon receipt of an itemized statement of costs for such extinguishing agents.
- 7) Upon receipt of a request for assistance by the officer of the fire department from the requesting party, and upon a determination by the officer of the fire department of the responding party that the request be honored without impairing the capacity to provide fire protection within its own jurisdiction, the officer of the responding fire department may take such steps as necessary to furnish apparatus, manpower and assistance to the requesting party as he/she deems appropriate. Such response shall remain solely the decision of the officer of the fire department of the responding party. Neither party to this agreement shall be bound to dispatch apparatus, equipment or personnel to the assistance of the other but every effort should be made to furnish such assistance if, in the judgment of the officer of the fire department of either party, such dispatch would not impose upon his/her own respective community a serious impairment to the fire defenses and fire protection.
- 8) The fire chief, officer-in-charge, or incident commander of the fire department in whose community or fire district where the emergency exists shall in all instances be in command of the emergency as to the aspects of strategy, fire control tactics and overall direction of the operations.

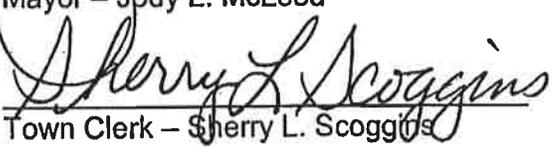
Appendix D  
AUTOMATIC AID AGREEMENT FOR FIRE PROTECTION

- 9) Either party may, at any time, terminate this agreement, through its respective Fire Chief, upon the serving of a thirty-day written notice to the Emergency Services Department and the 911 Emergency Communications Center.
- 10) When fire department personnel are sent to respond to a request for aid pursuant to this agreement, the jurisdiction, authority, rights, privileges and immunities, including coverage under worker's compensation laws, which they have in their normal service area shall be also enjoyed by them outside their normal service area when said personnel are acting within the scope of their authority or in the course of their employment and pursuant to the terms of this agreement until completion of the entire incident.
- 11) When any party contained in this agreement is providing automatic aid to another party, it is agreed to respond with a minimum of one piece of fire apparatus capable of carrying a minimum of 1,000 gallons of water.

IN WITNESS WHEREOF, each of the aforesaid Fire Departments of Johnston County has caused this instrument to be signed by its President or Mayor/Town Manager and Fire Chief, attested by its Secretary or Town Clerk all on the day and year first above written and this agreement is executed in duplicate.

Town of Clayton Fire Department,

  
\_\_\_\_\_  
Mayor – Jody L. McLeod

  
\_\_\_\_\_  
Town Clerk – Sherry L. Scoggins

  
\_\_\_\_\_  
Fire Chief – H. Lee Barbee

**NORTH CAROLINA  
JOHNSTON COUNTY**

**FIRE PROTECTION CONTRACT**

**APPENDIX B  
MEDICAL SERVICES**

**JOINT RESOLUTION REGARDING  
TOWN of CLAYTON AND JOHNSTON COUNTY  
CARDIAC ARREST EMERGENCY RESPONSE**

**WHEREAS**, Johnston County and all emergency service providers desire to promote better care for its constituency; and,

**WHEREAS**, that in cases of cardiac arrest, the intervention of trained personnel at the earliest possible time can greatly enhance the chances of recovery by the victim; and,

**WHEREAS**, the Clayton Fire Department is currently under contract with Johnston County to provide fire protection and emergency services and is a participant in the Johnston County Mutual Aid Agreement; and,

**WHEREAS**, the Clayton Fire Department voluntarily agrees to accept additional emergency duties for its designated geographic area; and,

**NOW THEREFORE**, let it be resolved that Town of Clayton and Clayton Fire Department agree to be dispatched to and to provide personnel for assistance with management of cardiac arrest emergencies. **AND THEREFORE**, let it be resolved that the following provisions and conditions will be in force and that the parties to this understanding agree to abide by the following:

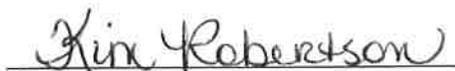
- A. The Clayton Fire Department will maintain equipment necessary to provide effective response to cardiac arrest emergencies consistent with CFD Standard Operating Guidelines Section 005-05, Emergency Tools & Equipment..
- B. The Clayton Fire Department will ensure that personal dispatched for call cardiac arrest emergencies are properly trained and certified in accordance with CFD Standard Operating Guidelines Section 003-09 Training and Education and CFD Standard Operating Guidelines Section 003-08 Medical and First Aid, specifically including certification in providing cardio-pulmonary resuscitation and blood borne pathogens.
- C. The Fire Department will be available for response twenty-four hours daily to the extent possible, realizing that the number of responders may be limited.

This Agreement will be in effect from the date of adoption until such time as either party terminates the agreement upon sixty (60) days written notice to withdraw.

Adopted this the 5<sup>th</sup> day of November 2012, while in regular session. .



Jody L. McLeod  
Mayor,  
Town of Clayton, North Carolina



Chief, DIRECTOR  
Johnston County Emergency Services

**NORTH CAROLINA  
JOHNSTON COUNTY**

**FIRE PROTECTION CONTRACT**

**APPENDIX C  
RESCUE SERVICES**

Appendix C

NORTH CAROLINA  
JOHNSTON COUNTY

**RESCUE SERVICES AGREEMENT**

**WHEREAS**, Johnston County and the Johnston County Fire Departments desire to provide and promote the highest level of emergency services possible for Johnston County; and,

**WHEREAS**, the Fire Department is currently under contract with Johnston County to provide fire protection and emergency services and is a participant in the Johnston County Mutual Aid Agreement; and,

**WHEREAS**, the Fire Department voluntarily agrees to accept additional emergency duties for its designated geographic area; and,

**NOW THEREFORE**, let it be resolved that the Town of Clayton agrees to become a participating party in the program(s) indicated below:

- EXTRICATION SERVICES PROVIDER
- LIGHT RESCUE PROVIDER (as outlined by N.C. Assoc. of Rescue and EMS)
- MEDIUM RESCUE PROVIDER (as outlined by N.C. Assoc. of Rescue and EMS)
- HEAVY RESCUE PROVIDER (as outlined by N.C. Assoc. of Rescue and EMS)
- AGRICULTURAL RESCUE (as outlined by N.C. Assoc. of Rescue and EMS)
- AIR RESCUE (as outlined by N.C. Assoc. of Rescue and EMS)
- CONFINED SPACE RESCUE (as outlined by N.C. Assoc. of Rescue and EMS)
- HEAVY VEHICLE/MACHINERY EXTRICATION (as outlined by N.C. Assoc. of Rescue and EMS)
- HIGH ANGLE RESCUE (as outlined by N.C. Assoc. of Rescue and EMS)
- TRENCH RESCUE (as outlined by N.C. Assoc. of Rescue and EMS)
- WATER RESCUE-DIVE (as outlined by N.C. Assoc. of Rescue and EMS)
- WATER RESCUE-OPEN (STILL WATER) (as outlined by N.C. Assoc. of Rescue and EMS)

**AND THEREFORE**, let it be resolved that the following provisions and conditions will be in force and that the parties to this understanding agree to abide by the following:

- A. The Fire Department will maintain the necessary equipment to provide the service(s) indicated above.
- B. The Fire Department will ensure that members involved are properly trained to provide the services(s) indicated above.
- C. The Fire Department will be available for response twenty-four hours daily to the extent possible, realizing that the number of responders may be limited.

This Agreement will be in effect from July 1, 2009 until such time as either party terminates the agreement upon one hundred eighty (180) days written notice to withdraw.

Appendix C

Duly executed this the 14<sup>th</sup> day of May, 2009 while in regular session.

ATTEST:

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

Jody L. McLeod  
Jody L. McLeod  
Mayor

Seal

Duly executed this the 1 day of June, 2009 while in regular session.

ATTEST:

Paula G. Woodard

Kim Robertson  
Director  
Johnston Co Emergency Services

Seal



**NORTH CAROLINA  
JOHNSTON COUNTY**

**FIRE PROTECTION CONTRACT**

**THIS APPENDIX DOES NOT APPLY TO THIS DEPARTMENT**

**APPENDIX D  
OTHER SERVICES**

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

**Agenda Item: 3d**

**Meeting Date: 5/20/2013**

**TITLE: AUDIT CONTRACT WITH ANDERSON SMITH & WIKE PLLC FOR FISCAL YEAR 2012 – 2013.**

**DESCRIPTION:** Attached is the contract to audit accounts for the fiscal year 2012-13 by Anderson Smith & Wike PLLC. The proposed amounts for the upcoming contract are year-end booking assistance at standard hourly rates; audit - \$21,000 to \$22,000, not to exceed \$22,000; and preparation of financial statements \$7,000 to \$8,000, not to exceed \$8,000.

Mr. Anderson performed the Town's audit for FY 11-12 with year-end booking assistance at standard hourly rates; audit - \$21,000 to \$22,000, not to exceed \$22,000; and preparation of financial statements \$7,000 to \$8,000, not to exceed \$8,000.

Mr. Anderson performed the Town's audit for FY 10-11 with year-end booking assistance at standard hourly rates; audit - \$20,750 to \$21,750, not to exceed \$21,750; and preparation of financial statements \$6,750 to \$7,750, not to exceed \$7,750.

Mr. Anderson performed the Town's audit for FY 09-10 with year-end booking assistance \$90 to \$125 per hour; audit - \$20,000 to \$21,000, not to exceed \$21,000; and preparation of financial statements \$6,500 to \$7,500, not to exceed \$7,500.

Mr. Anderson performed the Town's audit for FY 08-09 with year-end booking assistance \$90 to \$125 per hour; audit - \$19,500 to \$21,000, not to exceed \$21,000; and preparation of financial statements - \$5,500 to \$6,500, not to exceed \$6,500.

At its May 20, 2013, Council meeting, it was the consensus of the Council to place this item on the consent agenda.

**RELATED GOAL:** Administrative

**ITEM SUMMARY:**

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
5-20-2013	Presentation.	Contract
6-03-2013	Approval.	Contract.

CONTRACT TO AUDIT ACCOUNTS

Of Town of Clayton, NC  
Governmental Unit

On this 2nd day of April, 2013, Anderson Smith & Wike PLLC

Auditor

P.O. Box 697 Rockingham NC 28380

Mailing Address

\_\_\_\_\_ , hereinafter referred to as

the Auditor, and the Town Council of Town of Clayton, NC , hereinafter referred  
Governing Board Governmental Unit

to as the Governmental Unit, agree as follows:

1. The Auditor shall audit all statements and disclosures required by generally accepted accounting principles and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit for the period beginning July 1, 2012, and ending June 30, 2013. The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion will be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate discretely presented component units, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).
2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with generally accepted auditing standards. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB Circular A-133 and the State Single Audit Implementation Act, the auditor shall perform a Single Audit. This audit and all associated workpapers may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the LGC. If the audit and/or workpapers are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners.
3. This contract contemplates an unqualified opinion being rendered. If financial statements are not prepared in accordance with generally accepted accounting principles (GAAP), or the statements fail to include all disclosures required by GAAP, please provide an explanation for that departure from GAAP in an attachment.
4. This contract contemplates an unqualified opinion being rendered. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, July 2007 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of their most recent peer review report regardless of the date of the prior peer review report to the Governmental Unit and the Secretary of the Local Government Commission prior to the execution of the audit contract. (See Item 22) If the audit firm received a peer review rating other than pass, the auditor shall not contract with any Local Government Units without first contacting the Secretary of the Local Government Commission for a peer review analysis that may result in additional contractual requirements.  
  
If the audit engagement is not subject to *Government Accounting Standards*, the Auditor shall provide an explanation as to why in an attachment.
6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to the SLGFD within four months of fiscal year end. Audit report is due on: October 31, 2013. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay must be submitted to the Secretary of the Local Government Commission for approval.
7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's systems of internal control and accounting as the systems relate to accountability of funds, adherence to budget requirements, and adherence to law requirements. In addition, the Auditor will make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his findings, together with his recommendations for improvement. That written report must include all matters defined as "significant deficiencies and material weaknesses" in AU 325 of the *AICPA Professional Standards*. The Auditor shall file a copy of that report with the Secretary of the Local Government Commission.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the Local Government Commission. This includes annual or special audits, agreed upon procedures related to Internal Control, bookkeeping or other assistance necessary to prepare the Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the Local Government Commission. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] The process for invoice approval has changed. All invoices for Audit work must be submitted by email in PDF format to the Secretary of the Local Government Commission for approval. The invoices must be emailed to: [lgc.invoices@nctreasurer.com](mailto:lgc.invoices@nctreasurer.com)

Email Subject line should read “unit name – invoice. The PDF invoice marked approved with approval date will be returned by email to the Auditor for them to present to the Local Government Unit for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. In consideration of the satisfactory performance of the provisions of this agreement, the Governmental Unit shall pay to the Auditor, upon approval by the Secretary of the Local Government Commission, the following fee, which includes any cost the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (Federal and State grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts:

**Year-end bookkeeping assistance – [For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards]** At standard hourly rates

**Audit** \$21,000 to \$22,000, not to exceed \$22,000

**Preparation of the annual financial statements** \$7,000 to \$8,000, not to exceed \$8,000

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) auditors may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee. **The 75% cap for interim invoice approval for this audit contract is \$** \$22,500

10. The auditor working with a local governmental unit that has outstanding revenue bonds will include in the notes to the audited financial statements, whether or not required by the revenue bond documents, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the auditor should be aware that any other bond compliance statements or additional reports required in the authorizing bond documents need to be submitted to the Local Government Commission simultaneously with the local government's audited financial statements unless otherwise specified in the bond documents.
11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include but not be limited to the following information: (a) Management’s Discussion and Analysis, (b) the financial statements and notes of the governmental unit and all of its component units prepared in accordance with generally accepted accounting principles, (c) supplementary information requested by the client or required for full disclosure under the law, and (d) the Auditor’s opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board as soon as practical after the close of the accounting period.
12. If the audit firm is required by the NC CPA Board or the Secretary of the Local Government Commission to have a pre-issuance review of their audit work, there must be a statement added to the engagement letter specifying the pre-issuance review including a statement that the Unit of Government will not be billed for the pre-issuance review. The pre-issuance review must be performed **prior** to the completed Audit being submitted to the Local Government Commission. The pre-issuance report must accompany the audit report upon submission to the Local Government Commission.
13. The Auditor shall electronically submit the report of audit to the Local Government Commission when (or prior to) submitting the invoice for services rendered. The report of audit, as filed with the Secretary of the Local Government Commission, becomes a matter of public record for inspection and review in the offices of the Secretary by any interested parties. Any subsequent revisions to these reports must be sent to the Secretary of the Local Government Commission. These audited financial statements are used in the preparation of Official Statements for debt offerings (the auditors’ opinion is not included), by municipal bond rating services, to fulfill secondary market disclosure requirements of the Securities and Exchange Commission, and other lawful purposes of the government, without subsequent consent of the auditor. If it is determined by the Local Government Commission that corrections need to be made to the unit’s financial statements they should be provided within three days of notification unless, another time frame is agreed to by the Local Government Commission.

The Local Government Commission’s process for submitting contracts, audit reports and Invoices are subject to change. Auditors should use the submission process in effect at the time of submission.

In addition, if the North Carolina Office of the State Auditor designates certain programs to be audited as major programs, a turnaround document and a representation letter addressed to the State Auditor shall be submitted to the Local Government Commission.

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the Local Government Commission, this agreement may be varied or changed to include the increased time and/or compensation as may be agreed upon by the Governing Board and the Auditor.
15. If an approved contract needs to be varied or changed for any reason, the change must be made in writing, signed and dated by all parties and pre-audited if the change includes a change in audit fee. This document and a written explanation of the change must be submitted by email in PDF format to the Secretary of the Local Government Commission for approval. The portal address to upload your amended contract and Letter of explanation documents is <http://nctreasurer.slgfd.leapfile.net> No change shall be effective unless approved by the Secretary of the Local Government Commission, the Governing Board, and the Auditor.

16. Whenever the Auditor uses an engagement letter with the client, Item 17 is to be completed by referencing the engagement letter and attaching a copy of the engagement letter to the contract to incorporate the engagement letter into the contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract will control. Engagement letter terms are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 22 of this contract. Engagement letters containing indemnification clauses will not be approved by the Local Government Commission.
17. Special provisions should be limited. Please list any special provisions in an attachment.  
As noted in the attached engagement letter
18. A separate contract should not be made for each division to be audited or report to be submitted. A separate contract must be executed for each component unit which is a local government and for which a separate audit report is issued.
19. The contract must be executed, pre-audited, physically signed by all parties and submitted in PDF format including unit and auditor signatures to the Secretary of the Local Government Commission. The current portal address to upload your contractual documents is <http://nctreasurer.slgfd.leapfile.net> Electronic signatures are not accepted at this time. Included with this contract are instructions to submit contracts and invoices for approval as of March 5, 2012. These instructions are subject to change. Please check the NC Treasurer's web site at [www.nctreasurer.com](http://www.nctreasurer.com) for the most recent instructions.
20. The contract is not valid until it is approved by the Local Government Commission. The staff of the Local Government Commission shall notify the unit and auditor of contract approval by email. The audit should not be started before the contract is approved.
21. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the Local Government Commission.
22. All of the above paragraphs are understood and shall apply to this agreement, except the following numbered paragraphs shall be deleted: (See Item 16.)
23. **All communications regarding Audit contract requests for modification or official approvals will be sent to the email Addresses provided in the following areas.**

**Audit Firm Signature:**

Firm Anderson Smith & Wike PLLC

By Kenneth R. Anderson  
(Please type or print name)

  
(Signature of authorized audit firm representative)

Email Address of Audit Firm:  
krandersoncpa@bellsouth.net

Date April 2, 2013

**Unit Signatures:**

By Jody McLeod - Mayor  
(Please type or print name and title)

\_\_\_\_\_  
(Signature of Mayor/Chairperson of governing board)

Date \_\_\_\_\_

Date Governing Body Approved Audit Contract - G.S. 159-34(a)

\_\_\_\_\_

**Unit Signatures (continued):**

By N/A  
(Chair of Audit Committee- please type or print name)

N/A  
(Signature of Audit Committee Chairperson)

Date N/A  
(If unit has no audit committee, this section should be marked "N/A.")

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act. Additionally, the following date is the date this audit contract was approved by the governing body.

Robert McKie  
Governmental Unit Finance Officer (Please type or print name)

\_\_\_\_\_  
(Signature)

Email Address of Finance Officer  
rmckie@townofclaytonnc.org

Date \_\_\_\_\_  
(Preaudit Certificate must be dated.)



220 East Washington Street  
Post Office Box 697  
Rockingham, North Carolina 28380  
(910) 895-2899

Other Office Locations:  
Gastonia, North Carolina  
Statesville, North Carolina

April 2, 2013

Town of Clayton  
P.O. Box 879  
Clayton, North Carolina 27520

***This attachment to "Contract To Audit Accounts" (LGC-205) is intended to further clarify certain provisions of the Contract.***

We will audit the general purpose financial statements of the Town of Clayton as of and for the year ended June 30, 2013. In addition we will subject the Town of Clayton's Schedule of Expenditures of Federal and State Awards to the auditing procedures applied in our audit of the general purpose financial statements. However, the documents issued by the Town of Clayton for the year ended June 30, 2013 may include additional information which will not be subject to the auditing procedures applied in our audit of the general purpose financial statements, and for which our auditors' report will disclaim an opinion.

*Audit Objectives*

The objective of our audit is the expression of an opinion as to whether your general purpose financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the general purpose financial statements taken as a whole. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996, OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and the State Single Audit Implementation Act.

The reports on internal control and compliance will each include a statement that the report is intended for the information and use of the governing body or management, federal and state awarding agencies and, if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with generally accepted auditing standards; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of OMB Circular A-133, and the State Single Audit Implementation Act and will include tests of accounting records, a determination of major program(s) in accordance with Circular A-133 and the State Single Audit Implementation Act, and other procedures we consider necessary to enable us to express such an opinion and to render the required reports. If our opinion on the general purpose financial statements or the single audit compliance opinion is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

In connection with our single audit, we will test the types of compliance requirements described in OMB Circular A-133 and the *Audit Manual for Governmental Auditors in North Carolina*, issued by the Local Government Commission that are in effect as of the date of this contract. If significant changes are made to either of these documents after the date of the contract, we will discuss with you their effect on the audit and quoted fees.

#### Management Responsibilities

Management is responsible for establishing and maintaining internal control and for compliance with the provisions of contracts, agreements, and grants. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorizations and recorded properly to permit the preparation of general purpose financial statements in accordance with generally accepted accounting principles, and that federal award programs are managed in compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making all financial records and related information available to us. We understand that you will provide us with such information required for our audit and that you are responsible for the accuracy and completeness of that information. We will advise you about appropriate accounting principles and their application and will assist in the preparation of your financial statements, including the schedule of expenditures of federal awards, but the responsibility for the financial statements remains with you. That responsibility includes the establishment and maintenance of adequate records and effective internal control over financial reporting and compliance, the selection and application of accounting principles, and the safeguarding of assets. Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on June 30, 2013.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Also, we will plan and perform the audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud. As required by the Single Audit Act Amendments of 1996, OMB Circular A-133, and the State Single Audit Implementation Act, our audit will include tests of transactions related to major federal and state assistance programs for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. However, because an audit is designed to provide reasonable but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material errors, fraud, other illegal acts or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial errors, fraud, or other illegal acts that do not have a direct effect on the general purpose financial statements or to major programs. However, we will inform you of any material errors and any fraud that comes to our attention. We will also inform you of any other illegal acts that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a single audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to matters that might arise during any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representation from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Audit Procedures - Internal Controls

In planning and performing our audit, we will consider the internal control sufficient to plan the audit in order to determine the nature, timing, and extent of our auditing procedures for the purpose of expressing our opinions on the Town of Clayton's general purpose financial statements and on its compliance with requirements applicable to major programs.

We will obtain an understanding of the design of the relevant controls and whether they have been placed in operation, and we will assess control risk. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the general purpose financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the general purpose financial statements. Tests of controls relative to the general purpose financial statements are required only if control risk is assessed below the maximum level. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements, applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify reportable conditions. However, we will inform the governing body or audit committee of any matters involving internal control and its operation that we consider to be reportable conditions under standards established by the American Institute of Certified Public Accountants. Reportable conditions involve matters coming to our attention relating to significant deficiencies in the design or operation of the internal control that, in our judgment, could adversely affect the entity's ability to record, process, summarize, and report financial data consistent with the assertions of management in the general purpose financial statements. We will also inform you of any non-reportable conditions or other matters involving internal control, if any, as required by OMB Circular A-133.

#### Audit Procedures - Compliance

Our audit will be conducted in accordance with the standards referred to in the section titled Audit Objectives. As part of obtaining reasonable assurance about whether the general purpose financial statements are free of material misstatement, we will perform tests of the Town of Clayton's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 and the State Single Audit Implementation Act require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of the applicable procedures described in the *OMB Circular A-133 Compliance Supplement* and the *Audit Manual for Government Auditors in North Carolina* for the types of compliance requirements that could have a direct and material effect on each of the Town of Clayton's major programs. The purpose of those procedures will be to express an opinion on the Town of Clayton's compliance with requirements applicable to major programs in our report on compliance issued pursuant to OMB Circular A-133 and the State Single Audit Implementation Act.

#### Management Responsibilities For Non-attest Services

You are responsible for all management decisions and for performing all management functions, and for designating an individual possessing suitable skill, knowledge and/or experience to oversee the non-attest services we will provide. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results of such services. You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The non-attest services we will provide are covered in the following paragraphs.

#### Non-attest Services

We will provide the following non-attest service:

- We will advise management about appropriate accounting principles and their application and will assist in preparation of the Town's financial statements. The responsibility for the financial statements and all representations contained therein remains with management, which includes the Finance Officer;

You are responsible for evaluating the adequacy and results of the above non-attest services performed and accepting responsibility for the results of such services. This includes your review and approval of all adjustments we may propose to the accounting records of the Town or its financial statements as a result of these services.

Audit Administration, Fees and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any invoices selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. However, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal and state awards, summary schedule of prior audit findings, auditors' reports, and a corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The workpapers for this engagement are the property of Anderson Smith & Wike PLLC and constitute confidential information. However, we may be requested to make certain workpapers available to a federal or state agency pursuant to authority given to it by law or regulation. If requested, access to such workpapers will be provided under the supervision of Anderson Smith & Wike PLLC personnel. Furthermore, upon request, we may provide photocopies of selected workpapers to a federal or state agency. The federal or state agency may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies.

The workpapers for this engagement will be retained for a minimum of three years after the date the auditors' report is issued or for any additional period requested by the Town of Clayton, a federal or state agency, or other pass-through entity. If we are aware that an awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the workpapers.

Our fees for these services will not exceed the amount listed in the attached Contract to Audit Accounts unless circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances. This fee is based on the amount and type of federal and state awards received by the Town of Clayton during the year ended June 30, 2013 and the related compliance requirements in effect as of the date of this contract. If significant changes have occurred or additional investigation is required, the Auditor shall inform the Governing Board in writing of the circumstances and the additional compensation required. Our invoices for these fees will be rendered as work progresses and are payable on presentation based on the guidelines permitted by the Local Government Commission. This estimate is based on anticipated cooperation from your personnel and the assumption that you have performed clerical checks, reconciliations, comparisons of assets with record accountability and management review of reports that summarize the detail of account balances. Our fees to assist you beyond the scope of the audit will be billed at \$90 to \$125 per hour.

Our fees include assisting you with the preparation of the Town of Clayton's financial statements as well as the copying and binding of the Town of Clayton's financial statements. Quantities in excess of twenty-five (25) will be billed at \$30.00 per CAFR.

We appreciate the opportunity to be of service to the Town of Clayton and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



**RESPONSE:**

This attachment to LGC-205 correctly sets forth our understanding of the terms of the engagement.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# BOYCE, FURR & COMPANY, LLP

CERTIFIED PUBLIC ACCOUNTANTS

SAMUEL A. BOYCE, PARTNER  
BOBBIE W. FURR, PARTNER

SANDY P. NEWELL, CPA  
JO ELLEN B. LOY, CPA  
DAVID E. BOYCE, CPA  
CHERYL W. GAZALEH, CPA  
DAWN E. DEES, CPA

## SYSTEM REVIEW REPORT

July 21, 2010

Anderson, Smith & Wike, PLLC and the  
Peer Review Committee, North Carolina Association  
of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Anderson, Smith & Wike, PLLC (the firm) in effect for the year ended March 31, 2010. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under the *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Anderson, Smith & Wike, PLLC in effect for the year ended March 31, 2010, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Anderson, Smith & Wike, PLLC has received a peer review rating of *pass*.

*Boyce, Furr & Company, LLP*

BOYCE, FURR & COMPANY, LLP

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

Agenda Item: 3e

Meeting Date: 6/03/13

TITLE: RESOLUTION DONATING SURPLUS PROPERTY.

DESCRIPTION: Attached.

At its May 20, 2013, Council meeting, it was the consensus of the Council to place this item on the consent agenda.

RELATED GOAL: Administrative.

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
5-20-13	Presentation.	Resolution, NC GS 160A-280, & Non-profit documentation.
6-03-2013	Approval.	Resolution.

**TOWN OF CLAYTON  
RESOLUTION DONATING SURPLUS PROPERTY**

**Whereas**, on April 1, 2013, the Clayton Town Council approved the resolution to auction surplus Town of Clayton equipment, which included a 1980 forklift; and

**Whereas**, the Town of Clayton values the time and talent of the services provided by the volunteers of our non-profits; and

**Whereas**, Flowing Waters World Outreach Center is a food bank providing nourishment to families who are financially challenged and would not otherwise have food; and

**Whereas**, Flowing Waters World Outreach Center receives food from generous sponsors by tractor trailer delivery; and

**Whereas**, Flowing Waters World Outreach Center is challenged to unload the tractor trailer within an allotted time of 30 minutes through the physical labor of its volunteers; and

**Whereas**, Flowing Waters World Outreach Center has expressed an interest in the recently declared surplus 1980 forklift so that it may more efficiently and effectively unload deliveries of food within the allotted time.

**Now Therefore**, the Honorable Mayor and Clayton Town Council authorizes the public notice of the request for the donation of the 1980 forklift to further the mission of Flowing Waters World Outreach Center, a duly organized non-profit corporation of North Carolina, in accordance with **NC GS 160A-280**.

Duly adopted by the Clayton Town Council this 3rd of June 2013 while in regular session.

\_\_\_\_\_  
Jody L. McLeod, Mayor

ATTEST:

\_\_\_\_\_  
Sherry L. Scoggins, MMC; Town Clerk

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

**Agenda Item: 3f**

**Meeting Date: 6/03/13**

**TITLE: RESOLUTION OF REQUEST FOR IMPROVEMENTS TO  
EMERGENCY ACCESS ROAD.**

**DESCRIPTION: Attached.**

At its May 6, 2013, Council meeting, Council approved a resolution for improvements to Grifols/Novo emergency access road.

After review, it is requested that the attached amended resolution be adopted for this request.

At its May 20, 2013, Council meeting, it was the consensus of the Council to place this item on the consent agenda.

**RELATED GOAL: Grow the Local Economy**

**ITEM SUMMARY:**

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
5-06-13	Presentation.	Email and support letters (2) And resolution.
5-20-13	Presentation.	Resolution.
6-03-2013	Approval.	Resolution.

**TOWN OF CLAYTON**  
**Resolution of Request for North Carolina Department of Transportation**  
**Participation in Improvements to Grifols/Novo**  
**Emergency Access Road**

**WHEREAS**, the Town of Clayton through its Strategic Plan Update 2006 has adopted a set of Goals to guide the Town in making decisions; and,

**WHEREAS**, Goal Number One was identified as “Grow the Local Economy” accompanied by the objectives “Continuing to partner with Economic Development Organizations, Johnston County, RTRP, and NC DOT; and,

**WHEREAS**, Grifols has recently announced further expansion of its facilities generating \$27,000,000 in new investment and 114 additional employees thereby making safe and reliable site access all the more important.

**WHEREAS**, the North Carolina Department of Transportation promotes the economic wellbeing and safe public travel for communities across the State by providing new roadways, improvements to existing roadways, roadway maintenance, and public transportation.

**NOW, THEREFORE, BE IT RESOLVED** that the Town Council for the Town of Clayton is requesting the participation of the North Carolina Department of Transportation to provide essential paving and improvements to the Grifols/ Novo Emergency Access Road in support of continuing economic vitality of this major employment area and assurance of safe roadway conditions for emergency responders and the public.

Adopted this the 3rd day of June 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: 4a

Meeting Date: 6/03/13

**TITLE: PRESENTATION OF PROPOSED SCULPTURE TRAIL BY MEMBER OF THE PUBLIC ART ADVISORY BOARD.**

**DESCRIPTION: A member of the Public Art Advisory Board will make a PowerPoint presentation.**

**RELATED GOAL: Beautify the Town of Clayton and Create an Arts Community.**

**ITEM SUMMARY:**

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
6-03-13	Presentation.	Memorandum.

## **Clayton Public Art Advisory Board**

To the Mayor and Town Council:

Our Clayton Public Art Advisory Board has chosen eight public sites and sculptures for the first annual Downtown Clayton Sculpture Trail. These were selected on May 21 by a committee made up of local artists, business owners as well as members of the town staff and our advisory board. In all, ten artists responded to our call for entries and submitted 17 sculptures for our consideration.

As you will recall, the downtown sculpture trail is a project proposed in the Public Art Report prepared by Jody Servon in May 2012. We think this installation will surprise and delight our downtown visitors, and will become a public art event that everyone looks forward to.

With the help of town staff, our plan is to install the sculptures during the second and third week of this month. At our next meeting, our advisory board will discuss how best to promote the trail through signage, a brochure and/or painted directions on sidewalks. And we'll also talk about planning an event, probably later this summer or early fall, to introduce the artists to the community.

In addition, we'll select the winning entry for our \$3,000 prize. All the artists will receive a \$1,000 honorarium for lending their sculpture to us for the coming fiscal year, from July 1, 2013 to June 30, 2014.

For your next council meeting, we have prepared a PowerPoint presentation that will give you a good idea of how each sculpture will look at each site. Specifically, these locations are at Horne Square, Town Square, the Clayton Center and Hocutt-Ellington Memorial Library.

Once you see our presentation, we think you'll agree that the sculpture trail will be an exciting addition to downtown Clayton.

On behalf of our advisory board, thank you for support of public art.

Suzette Rodriguez

Chairman of the Clayton Public Art Advisory Board

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

**Agenda Item: 4b**

**Meeting Date: 6/03/13**

**TITLE: PRESENTATION OF PROPOSAL FOR THE IMPLEMENTATION OF FITNESS STANDARDS ON THE CLAYTON POLICE DEPARTMENT.**

**DESCRIPTION: The attached proposal provides information regarding the implementation of a physical fitness program at the Clayton Police Department. A departmental fitness program will assist the agency in reducing absenteeism and liability, while increasing productivity and citizen confidence.**

**There will be no cost associated with the program. We will utilize departmental fitness instructors who have already been trained for the purpose and the officers have access to gym facilities at the police department. Testing will be conducted at a course set up at one of two area community colleges.**

**RELATED GOAL: Administrative.**

**ITEM SUMMARY:**

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
6-03-13	Presentation.	Memorandum.

## Proposal for the Implementation of Fitness Standards on the Clayton Police Department

### **Purpose:**

The purpose of physical fitness standards in law enforcement should be clear. In order to provide quality service to the citizens of Clayton, it is necessary for officers to maintain a level of fitness at or above that required of a young officer seeking to graduate from Basic Law Enforcement Training. Increased fitness has been proven to increase productivity and lower injuries and absences.

### **Background:**

While other areas of the workforce have been increasing their level of fitness, law enforcement has actually seen a reduction in the level of fitness of officers across the United States. This lack of fitness makes officers prone to on-duty injuries and illnesses, increases their exposure to liability, and engenders a loss of respect from the community based on their appearance.

Studies have shown that law enforcement officers have a greater morbidity and mortality rate than the general public. This is due primarily to cardiovascular disease, colon cancer, and suicide (*Cooper Institute for Aerobics Research Study*). The risk of heart attack has been shown to double with each decade of law enforcement service.

Police officers generally suffer more job related stress than those in other career fields. The nature of police work exposes officers to increased levels of stress in the form of times of extreme danger, high demands, ambiguity in work encounters, as well as exposure to human misery and death. Job related stress is a major health concern for the law enforcement community because it can affect the physical, emotional, and mental well-being of the officers. Stress related emotional problems such as divorce, suicide, and alcoholism are prevalent in the law enforcement community. Physically, stress has been linked to cardiovascular disease, hypertension, lower back pain, and gastrointestinal disorders. However, exercise and physical activity have been shown to reduce stress levels and alleviate some of the pressures officers feel as part of their profession.

To determine at what level of health risk an individual may be, a statistical measure called relative risk was developed. Relative risk evaluates the likelihood of dying or developing a particular disease for an individual with an identified risk factor. An average risk would be noted as a relative risk of 1.0. The relative risk for law enforcement officers in terms of fitness and inactivity was noted as 2.2. This means that an unfit or inactive officer has a chance of suffering a heart attack that is 2.2 times greater than those officers who participate in a physical fitness program. If an officer has

a second risk factor such as smoking, high blood pressure, or high cholesterol the increased risk factor rises to 6.6 times. A study of a major metropolitan police department showed that almost 50 percent of its officers had at least three of the five major risk factors for coronary heart disease (high cholesterol, smoking, obesity, inactivity/poor cardiovascular fitness, or high blood pressure). This is one of the primary reasons an officer's average life expectancy after retirement is only between two and five years.

### **Fitness and Officer Performance:**

The Town of Clayton's job description for the position of police officer lists possible duties and tasks that an officer may be required to perform. Some of these tasks clearly involve an increased level of fitness and are listed below

*Patrolling on foot and on bicycle*

*Traffic control work*

*Apprehending suspects*

*"Work is often performed under stressful emergency conditions"*

*Climbing*

*Balancing*

*Pulling*

*Lifting*

*Perform very heavy work (over 100 pounds occasionally and 50 pounds frequently)*

Fitness has a direct impact upon job performance. In over 75 percent of police apprehensions, the amount of resistance given by the suspect is described as moderate or strong, and the average amount of time it takes to subdue a subject can vary between 30 seconds and two minutes. For most physical tasks lasting over two minutes, officers use 75 - 90 percent of their maximum capability. Cardiovascular endurance, flexibility, anaerobic power, muscular strength, endurance, and body composition are all underlying factors that determine a successful outcome during a physical encounter.

Police Chief Magazine conducted a survey of 40 life threatening assaults on officers from across the country. These assaults were selected because they had favorable outcomes for the officers. The goal of the survey was to determine how and why these officers survived. In all but one case the officers credited their survival to their fitness routine. These routines generally involved a mix of running and weight training.

Physical fitness can also protect officers from becoming victims. In numerous offender interviews conducted by the FBI over the course of the past 10 years, it was learned that offenders typically "size up" the officer before assaulting them. Many of the offenders had difficulty identifying a particular trait or mannerism that made them decide to assault the officer or submit, but they did articulate that the deciding factor was whether or not they thought they could "take them".

The Clayton Police Department has had 13 assaults on its officers that could be categorized as serious in the last 5 years. These do not include people who run from officers or simply resist being arrested.

### **Cost of the Least Fit**

National accident, injury, and illness data has shown that 20 percent of the average law enforcement agency's workforce is responsible for 80 percent of the cost of the accidents/illnesses. The small percentage of the least-fit officers is responsible for the majority of the compensable injuries. Various law enforcement agencies calculated the average cost of an in-service heart attack to be between \$400,000 and \$700,000. Heart disease accounts for 20 – 50 percent of all early retirements, and back problems account for another 15 – 35 percent. Lack of physical activity is one major contributor to both conditions.

A total fitness program (supplemented by the Town's wellness program) provides benefits to participants as well as to the agency that establishes such a program. Officers stand to benefit from an improved ability to perform job functions, reduce stress, and maintain better physical and psychological health.

### **North Carolina Law Enforcement and Fitness:**

The State of North Carolina has long realized the need for an officer to possess a level of fitness that exceeds that of the general population. For this reason there have been standards in place for completion of Basic Law Enforcement Training for many years.

Currently an officer must complete the Police Officer Physical Abilities Test in 7 minutes and 20 seconds to graduate from Basic Law Enforcement Training. This test is commonly referred to as the "POPAT". The test is designed to simulate stresses that an officer may face on the street such as fighting and pursuing a suspect. The test consists of the following elements.

- \*Exit the patrol vehicle and advance 200 yards on foot*
- \* Remove victim from vehicle and body drag 50 feet*
- \*Scale staircase (up and down) 3 times while touching all steps*
- \* Advance 25 feet to negotiate 50 pound "body force" door*
- \* Complete 20 push-ups and 20 sit-ups (in that order)*
- \*Return 25feet to scale staircase (up and down) 3 times while touching all steps*
- \*Advance 25 feet to 40 foot culvert and crawl completely through*
- \*Complete 20 push-ups and 20 sit-ups*
- \*Advance 200 yards on foot*
- \*Body drag standing victim 50 feet*

The issue that is problematic for the law enforcement community is that there are currently no established guidelines for continuing fitness testing after graduation. This means that law enforcement stresses conditioning during training and then abandons it once the officer is performing the job function.

Some North Carolina agencies have implemented fitness standards on their departments. The Garner Police Department requires its officers to run the POPAT. They currently require an officer to complete the POPAT in less than fourteen (14) minutes and have provisions for re-testing and formulation of workout programs designed to increase an officer's physical conditioning.

The Cary Police Department has also implemented the POPAT as a measure of fitness for its officers. They have left the "pass/fail" time at 7:20 and use the test as a means for determining suitability for promotion, special assignments and evaluations. They also have fitness programs for those employees who may require additional training to reach an acceptable fitness level.

The Knightdale Police Department also tests using the POPAT and other agencies (*primarily in Wake County*) are considering some form of testing. The Wake County Sheriff's Department uses the old Cooper Test. Clearly fitness testing is in law enforcement's future.

**Proposal:**

I am proposing that the Clayton Police Department begin physical fitness testing by utilizing the Police Officer Physical Abilities Test. The POPAT is a validated test in North Carolina and should stand up to legal scrutiny. It uses job related tasks to measure fitness and is reasonable.

Safety will be of paramount importance during the testing phase and it will begin with our instructors taking the blood pressure and resting heart rate of each individual participant. The department currently has two fitness instructors who are trained to teach fitness and to obtain accurate blood pressure and pulse rates.

Over the years, law enforcement has seen time limits placed on tests that take into account the age of the officer. This was primarily true of the Cooper Fitness Test which most agencies have left in favor of the POPAT. I believe that there may be some validity to providing additional time for older officers but have decided to increase the time for everyone rather than develop a graduated list of possibly ambiguous times for different age groups. Each Clayton police officer taking the test should be able to complete it in nine (9) minutes or less. Completion of the course in nine minutes is not reflective of the fitness level that I would like to see in our officers however; I think that it is a reasonable place for us to start.

I intend to start this program by running the course for no other purpose than that of assessing an officers fitness and allowing our fitness instructors the opportunity to observe an individual's strengths and weaknesses. Those individuals who are unable to complete the course in less than nine minutes will be given a fitness program by one of the department's two fitness instructors. They will be on their own to complete the fitness program and demonstrate improvement on the next test.

The first testing period (first year) would be for assessment purposes only. During the second year of testing the results will be tied to an officer's performance evaluation. It is reasonable to expect that an officer cannot exceed expectations if they do not pass this assessment. Officers that fail to pass the assessment will be retested within ninety (90) days. An officer could be retested sooner at their request.

During the third year, an officer who failed to meet the standard of nine (9) minutes could not meet expectations on their evaluation. At that time, we would begin to assess the officer's fitness for duty, just as we would an officer who did not meet expectations for a reason unrelated to the fitness test.

When considering what is fair and reasonable, I would expect that officers would take into account foremost the necessity of fitness to perform their job. I would also expect that they would appreciate the investment that the town has placed in providing them facilities to prepare themselves physically to complete their job, and the willingness of the department to allow them to exercise on duty (*conditions permitting*). It is time that the Town began to see a return on their investment.

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

Agenda Item: 5a

Meeting Date: 6/03/13

**TITLE: PUBLIC HEARING FOR THE PROPOSED FISCAL YEAR 2013-2014 BUDGET.**

**DESCRIPTION: Public notice.**

The Clayton Town Council received an overview of the proposed fiscal year 2013-2014 budget by staff at the budget work session retreat held on Wednesday, May 29, 2013.

In accordance with NC GS 159-12, the Clayton Town Council noticed that the Council will receive comment from citizens wishing to be heard on the budget at its June 3, 2013, Council meeting. Action on the Town of Clayton FY 2013-2014 budget is slated for the June 17, 2013, Clayton Town Council meeting.

**RELATED GOAL: Financially Responsible Town Government Providing Quality Services.**

**ITEM SUMMARY:**

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
5-20-13	Public notice.	
5-29-13	Budget work session.	
6-03-13	Public hearing.	

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

**Agenda Item: 5b**

**Meeting Date: 6/03/13**

**TITLE: PUBLIC HEARING FOR TEXT AMENDMENT TO CHAPTER 155  
SECTION 402 OF THE TOWN OF CLAYTON CODE OF  
ORDINANCES.**

**DESCRIPTION: Attached.**

As this is an amendment to the Town's land use ordinances,  
the following Council action is requested:

- Action on the proposed text amendment; if approved,  
then
- Action on the Statement of Reasonableness and  
Consistency

**RELATED GOAL: Manage Growth Producing Quality Developments**

**ITEM SUMMARY:**

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
5-20-13	Public notice.	
5-20-13	Presentation.	Text amendment.
6-03-13	Public hearing.	Text amendment & Motion form.

## § 155.402 LANDSCAPING, SCREENING AND BUFFERING.

### (A) PURPOSE AND INTENT.

The purpose and intent of this Section is to establish minimum standards for the design, layout, installation and continued maintenance of landscaping. It is the intent of this Section to encourage creativity in landscape design while providing general direction and criteria for the evaluation of landscaping.

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

- (1) Unless specifically exempt, all ~~existing and proposed~~ development ~~for~~ which requires site plan approval ~~is required~~ (see § 155.707) shall meet the provisions of this Section.
- (2) Buildings and structures lawfully existing as of the effective date of this Chapter may be redeveloped, renovated or repaired without providing or modifying landscaping, screening, and buffering in conformance with this Section, provided there is no increase in gross floor area in such building or structure or impervious area on the site.
- (3) The maintenance standards in ~~(HG)~~(2) of this sSection shall apply as of the effective date of this eChapter to all existing development and new construction.
- (4) Where a building or structure existed as of the effective date of this eChapter, and such building or structure is enlarged in gross floor area or impervious area by 10% or 2,000 square feet, whichever is less, landscaping, screenings, and buffering as specified in this Section shall be provided.
- (5) Landscaping 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 landscaping contained in this Section. In the ~~Central Business District~~Downtown Overlay District, the Planning Director may allow a new use to be established, even if all landscaping, screening, and buffering requirements cannot be met for the new use, provided that as much landscaping, screening and buffering as can reasonably be provided is provided by the use.

~~(5)~~

### ~~(B)~~(C) LANDSCAPE PpLAN RrEQUIRED.

- (1) A landscape plan shall be submitted in conjunction with a required site plan (see § 155.707).
- (2) A registered landscape architect shall prepare all landscape plans, except where expressly exempted by the Planning Director. The landscape treatment shall adequately detail the requirements of this section and any additional considerations set forth in the Clayton General Design Guidelines.

~~(2)~~—

(C) ~~How to use this section.~~ This section is divided into the following:

<del>Part 1. <u>Site Interior Landscaped Areas Requirements</u></del>	<del>§ 155.402(D)</del>
<del>Part 2. <u>Perimeter Buffers.</u></del>	<del>§ 155.402(E)</del>
<del>Part 3. <u>Street Yard Trees.</u></del>	<del>§ 155.402(F)</del>
<del>Part 4. <u>Screening.</u></del>	<del>§ 155.402(G)</del>
<del>Part 5. <u>General Landscaping, Screening and Buffering Provisions.</u></del>	<del>§ 155.402(H)</del>

**PART 1. ~~LANDSCAPED AREAS~~ SITE INTERIOR LANDSCAPE REQUIREMENTS**

**(D) ~~Landscaped (D)~~ SITE INTERIOR LANDSCAPING areas.**

All site plans requiring landscaping in accordance with this Section shall ~~have a landscape plan designed to provide site interior landscaping in the following manner. These standards shall not apply in the B-1 District.~~ Perimeter Buffer requirements set forth in PART 2 and Street Yard Trees set forth in PART 3 of this Section shall be provided completely, as required, in addition to these requirements.

**(1) ~~Interior Landscaping.~~**

~~(1) Twenty percent of the total lot area shall be landscaped.~~

(a) 20 percent of the total lot area shall be landscaped.

(b) ~~No less than one~~ One canopy tree, one understory tree, and two shrubs shall be planted for each 1,000 square feet of landscape area required. Trees need to be evenly planted throughout the landscaped area, but may be staggered or clustered as necessary to maximize visual and screening objectives, and to meet the needs of the particular species of plants for root space, water, light, and air circulation. At the time of planting all canopy trees shall be at least six feet in height, all understory trees shall be at least four feet in height, and all shrubs shall be at least one foot in height.

1. Landscaping provided within vehicular use areas may be counted toward the site interior landscape requirement.

~~(2)~~ 2. Resource conservation areas (see § 155.500) may be used to satisfy a maximum of 40% of the total required landscaped area.

~~Landscape areas may include interior landscaping in parking lots and other vehicular use areas (see § 155.401(C)(3)(d)2.). However, the district boundary buffer requirements of (E)(2)(c) of this section shall be provided completely, as required, in addition to these requirements. Resource conservation areas (see § 155.500) may be used to satisfy a maximum of 40% of the total required landscaped area.~~

(2) Vehicular Use Areas

All vehicular use areas 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.

Parking areas in excess of 1,500 square feet or five spaces shall provide landscaped areas in accordance with the requirements set forth in this Section.

(a) ~~P~~Perimeter ~~S~~creening

1. The perimeter of all parking areas and other vehicular use areas adjacent to residentially-zoned property shall provide a Class C buffer as set forth in PART 2 of this Section. The perimeter of all parking areas and other vehicular use areas with frontage on any portion of an existing public right-of-way shall be screened by either a berm, a continuous landscaped hedge, a decorative masonry wall or any combination thereof.
2. At the time of installation, such screening shall be at least 30 inches in height. Any vegetative screen be maintained at a minimum height of 36 inches within two years of planting.
3. No such buffer shall be required along an alley.

(b) Landscaping Islands

1. Interior ~~I~~islands

An interior landscape islands 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. Each island shall 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.

2. Terminal ~~I~~islands

All parking rows shall terminate in a curbed landscaped island. All terminal islands shall include a minimum of one tree with a minimum caliper of two and one-half inches.

3. Median ~~I~~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.

(c) Curbing

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.

~~(3)~~ \_\_\_\_\_

**PART 2. PERIMETER BUFFERS**

~~(D)~~**(E) BUFFERS**

(1) Buffer Defined

~~(1)~~ —A buffer is a specified land area, located parallel to and within the outer perimeter of a lot and extending to the lot line, together with the planting and landscaping required on the land. A buffer may also contain, or be required to contain, a barrier such as a berm or wall where such additional screening is necessary to achieve the desired level of buffering between various land use activities. A buffer is not intended to be commensurate with the term "yard" or "setback."

(2) Buffer Types

~~(2)~~ There are four types of required buffers that may occur on any given parcel (for the specific width and plant material for each buffer classification see (E)(3) of this section.

(a) **Street B**uffers.

1. All new development with frontage on a commercial street or designated minor thoroughfare shall provide a Class A buffer as set forth in (E)(3) of this section.
2. Double frontage lots abutting a collector street or residential collector street shall provide a Class A buffer along the entire rear yard frontage.

(b) Parking buffers.

~~(b)~~ Parking buffer requirements are set forth in PART 1 of this Section.

~~1. —The perimeter of all parking areas and other vehicular use areas with frontage on any portion of an existing public right-of-way shall be screened by either a berm, a continuous landscaped hedge, a decorative masonry wall or any combination thereof.~~

2. ~~At the time of installation, such screening shall be at least 30 inches in height. Any vegetative screen shall reach a maximum height of 36 inches within two years of planting.~~

3. ~~No such buffer shall be required along a alley. A compact hedge may be substituted for any individual shrubs that may be required in the Thoroughfare Overlay District (see § 155.204(A)(6)) or street buffer (see (E)(2)(a) of this section).~~

~~1. District boundary Compatibility Buffers.~~

~~(c)~~

~~2.~~

~~Required buffers.~~ Perimeter compatibility is required along the boundaries of all incompatible zoning districts. ~~The following~~ table 4-5 shall be used to determine the required buffer classification between adjacent districts.

**TABLE 4-5- COMPATIBILITY BUFFER REQUIREMENTS**

Subject Property District	Adjacent Property District										
	R-E	R-10	R-8	R-6	O-R	O-I	B-1	B-2	B-3	I-1	I-2
R-E	--	--	--	--	--	--	--	--	--	--	--
R-10	A	--	--	--	--	--	--	--	--	--	--
R-8	B	A	--	--	--	--	--	--	--	--	--
R-6	B	A	A	--	--	--	--	--	--	--	--
O-R	B	A	A	A	--	--	--	--	--	--	--
O-I	B	B	B	B	A	--	--	--	--	--	--
B-1	B	B	B	B	B	B	--	B	--	--	--
B-2	B	B	B	B	B	B	--	--	--	--	--
B-3	C	C	C	C	C	B	B	B	--	--	--
I-1	C	C	C	C	C	C	C	C	B	--	--
I-2	C	C	C	C	C	C	C	C	B	--	--

~~3.~~

Subject Property District	Adjacent Property District										
	R-E	R-10	R-8	R-6	O-R	O-I	B-1	B-2	B-3	I-1	I-2
R-E	--	--	--	--	--	--	--	--	--	--	--
R-10	A	--	--	--	--	--	--	--	--	--	--
R-8	B	A	--	--	--	--	--	--	--	--	--
R-6	B	A	A	--	--	--	--	--	--	--	--
O-R	B	A	A	A	--	--	--	--	--	--	--
O-I	B	B	B	B	A	--	--	--	--	--	--
B-1	B	B	B	B	B	B	--	B	--	--	--
B-2	B	B	B	B	B	B	--	--	--	--	--

B-3	€	€	€	€	€	B	B	B	--	--	--
T-1	€	€	€	€	€	€	€	€	B	--	--
T-2	€	€	€	€	€	€	€	€	B	--	--

~~4. Credit for existing plant material. Credit for existing plant material shall be allocated on a one-for-one basis for canopy trees, understory trees or shrubs. The size of material shall not be taken into account, except where such material is below the required minimum planting size.~~

(d) **Project ~~B~~ boundary ~~B~~ buffers**

~~(c) The following p~~Project boundary buffers ~~have been~~are established to mitigate the effect of specific types of development on adjacent properties. ~~Where project boundaries coincide with district boundaries the following project boundary buffers shall apply. A project boundary buffer shall not be required along a major thoroughfare (see § 155.204(A)(6)), collector street, and minor thoroughfare (see (E)(2)(a) of this section).~~

1. ~~Open ~~S~~space ~~R~~residential ~~S~~subdivision.~~

~~1. A Class C~~ buffer ~~shall be~~is required along all project boundaries of an open space subdivision (see § 155.203(~~H~~G)(~~8~~7)).

2. ~~Planned ~~D~~development~~

~~2. A Class C~~ buffer ~~shall be~~is required along all project boundaries of a planned development. A Class B buffer may be used when a Planned Development - Commercial (PD-C) abuts a non-residential district (see § 155.203(~~K~~L)).

3. ~~Manufactured ~~H~~home ~~p~~Park.~~

~~3. A Class C~~ buffer ~~shall be~~is required along all project boundaries of a manufactured home park (see § ~~155.302~~155.301(G)(4)).

~~(a) Buffer ~~C~~classification.~~

(3)

~~(b)~~

The following ~~t~~Table 4-6 Figure 4-1 ~~establishes~~es the specific width and plant material ~~for for a variety~~each buffer classifications. The applicant ~~is free to~~may choose ~~from each~~any

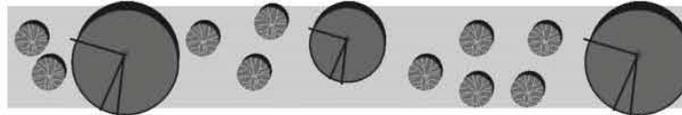
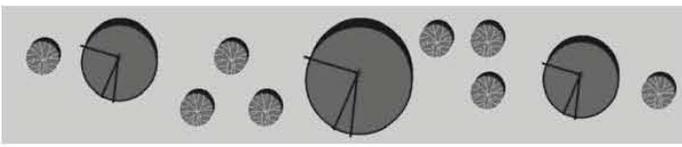
alternative (1, 2, or 3) in the respective buffer classification. Buffers planted below overhead utility lines shall apply any of the allowed buffer alternatives, except that understory trees shall replace any canopy trees at a rate of two understory trees per required canopy tree. The plantings below are intentionally over-planted at maturity, in order to provide an immediate beneficial impact.

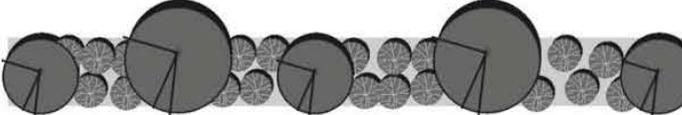
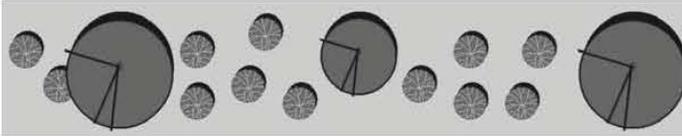
~~TABLE 4-6 BUFFER CLASSIFICATION~~

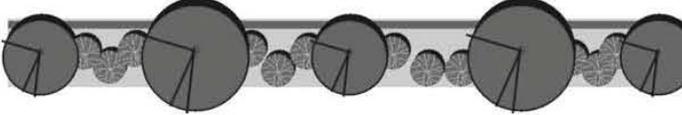
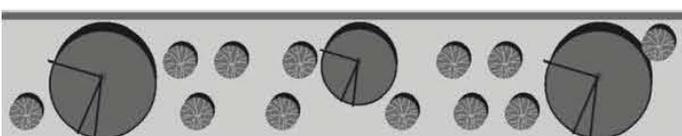
~~(c)~~

~~(d) As determined by the Planning Director, a wall or berm meeting the standards in (E)(8) of this section may be substituted in lieu of some of the required shrubs in buffer types A and B. A wall or berm is required in all Type C buffers~~

FIGURE 4-1 LANDSCAPE BUFFERS

CLASS A BUFFER (plants/100 linear feet)	Alternative 1 10 feet		2 canopy trees 2 understory trees 12 shrubs
	Alternative 2 15 feet		2 canopy trees 1 understory tree 10 shrubs
	Alternative 3 20 feet		1 canopy tree 2 understory trees 8 shrubs

CLASS B BUFFER (plants/100 linear feet)	Alternative 1 10 feet		2 canopy trees 3 understory trees 20 shrubs
	Alternative 2 15 feet		2 canopy trees 2 understory trees 16 shrubs
	Alternative 3 20 feet		2 canopy trees 1 understory tree 12 shrubs

CLASS C BUFFER (plants/100 linear feet)	Alternative 1 10 feet		1 wall or berm 2 canopy trees 3 understory trees 12 shrubs
	Alternative 2 15 feet		1 wall or berm 2 canopy trees 2 understory trees 12 shrubs
	Alternative 3 20 feet		1 wall or berm 2 canopy trees 1 understory tree 12 shrubs

**CLASS A BUFFER**  
(plants/100 linear feet)

Alternative 1 10 feet		2 canopy trees 2 understory trees 12 shrubs
Alternative 2 15 feet		2 canopy trees 1 understory tree 10 shrubs
Alternative 3 20 feet		1 canopy tree 2 understory trees 8 shrubs

**CLASS B BUFFER**  
(plants/100 linear feet)

Alternative 1 10 feet		2 canopy trees 3 understory trees 20 shrubs
Alternative 2 15 feet		2 canopy trees 2 understory trees 16 shrubs
Alternative 3 20 feet		2 canopy trees 1 understory tree 12 shrubs

**CLASS C BUFFER**  
(plants/100 linear feet)

Alternative 1 10 feet		1 wall or berm 2 canopy trees 3 understory trees 12 shrubs
Alternative 2 15 feet		1 wall or berm 2 canopy trees 2 understory trees 12 shrubs
Alternative 3 20 feet		1 wall or berm 2 canopy trees 1 understory tree 12 shrubs

~~(3)~~(4) Location of **B**uffer.

- (a) Buffers shall be located ~~within~~ along the outer perimeter of a lot or parcel, parallel to and extending to the lot or parcel boundary line. Buffers shall not be located on any portion of an existing, dedicated or reserved public or private street or right-of-way.
- (b) Except as provided below, the required buffer shall be provided along the entire frontage abutting the existing, dedicated or reserved public or private street or right-of-way, district boundary, or project boundary, as applicable.
- (c) A buffer may be interrupted in order to provide access (pedestrian or vehicular) to adjacent parcels or public right-of-way.

~~(4) Design variations. While the buffer depth is normally calculated as parallel to the property line, design variations may be permitted and are calculated on the average depth of the buffer per 100 feet or portion of buffer. The minimum depth of the buffer at any one point shall not be less than one-half the required depth of the buffer chosen. Maximum depth for the purposes of installing required landscaping, or receiving credit for existing vegetation, shall not be more than one and one-half the required depth of the buffer chosen.~~

(5) Plant and **S**tructure Location within **b**uffers

- ~~(5)~~ The placement of required plants and structures shall be the decision of the applicant, except that the following requirements shall be satisfied:
- (a) Plant materials shall be located so as to achieve the maximum level of protection. Plant material shall meet the buffer requirements every 100 feet.
  - (b) Canopy trees shall be located no closer than five feet from any structure. Understory trees shall be planted no closer than three feet from any structure.
  - (c) Buffer areas not retained in native habitat shall be seeded or sodded with lawn, established with ground cover, or mulched with organic mulch. No turfgrass shall be planted under the dripline of trees. Inorganic ground cover shall not exceed 20% of the total required area of the buffer.

(6) Planting in **E**asements.

- (a) ~~No **b**uffers shall be~~ may not be planted in wet retention ponds or drainage easements.
- (b) Trees and shrubs shall be installed ~~a minimum~~ no closer than of five feet ~~away from~~ to the flow line of a swale.
- (c) Existing trees may remain in dry retention ponds provided that the natural grade is undisturbed to the tree line, ~~the~~ species ~~that~~ are planted ~~that are~~ are adapted to seasonal flooding and the pond is adequately maintained.

- (d) Trees may be planted ~~in underground~~within the boundaries of utility easements with ~~Planning~~Public Works Director approval, provided the root structure of the proposed tree is not anticipated to extend more than three feet below the ground. Shrubs may be planted, provided they are only within the outer three feet of the easement. Where such trees and shrubs are planted, the property owner shall be responsible for replacement of such required vegetation if maintenance or other utility requirements require their temporary removal.
- (e) A minimum buffer width of five feet, or at least half the minimum required buffer width, whichever is greater, shall be provided outside of any required easements. The majority of buffer plantings and all structures shall be located outside the easements.

(7) **Permitted ~~s~~Structures in ~~b~~Buffer ~~A~~reas:**

(a) **Walls:**

~~(a)~~ Where walls are placed within ~~any~~ required buffer area, they shall meet the following requirements:-

1. Walls shall ~~be a~~have a minimum height of three feet and a maximum height of six feet ~~in height~~. Additional height may be approved by the Planning Director after taking into account site topography, existing and proposed vegetative screening, setbacks, or unique site conditions.
2. Walls shall be constructed of one or a combination of the following materials: stucco over concrete block, brick, stone, split-faced block or glass block in a structurally safe and attractive condition. Alternative walls (including vinyl, EIFS or other similar systems) may be permitted with the approval of the Planning Director. No walls of exposed concrete block are permitted, whether painted or not.
3. No wall shall be located within any required drainage, utility or similar easement.
4. The applicant shall be required to demonstrate provision for access and maintenance of landscaping and the wall structure at the time of landscape plan approval.
5. Breaks in the wall may be provided for pedestrian connections to adjacent developments.

(b) **Berms:**

~~(b)~~ Where berms are placed within any required buffer area, they shall meet the following requirements.

1. Berms shall have a minimum average height of ~~two and one half feet~~30 inches with side slopes of not less than four feet horizontal for each one foot vertical.

2. Slopes in excess of four feet horizontal for each one foot vertical may be permitted if sufficient erosion control methods are taken and deemed by the Public Works Director to be maintainable.

~~2.~~

(c) **Fences.**

~~(c)~~

1. Fences ~~in accordance with (G)(6) of this section~~ may be constructed in a required buffer, ~~however, no reduction in buffer width shall be provided based on the provision of a fence.~~
2. Fences shall ~~be~~ have a minimum height of three feet and a maximum height of six feet ~~in height~~. Additional height may be approved by the Planning Director after taking into account elements including, but not limited to, site topography, existing and proposed vegetative screening, setbacks, or unique site conditions.
3. Fences shall be constructed of high quality materials, such as treated wood black vinyl coated chain link and wrought iron. Vinyl coated chain link fencing is subject to the requirements set forth in § 155.402 (G)(6) below.
- ~~3. Chain-link fences shall not be permitted.~~
4. Breaks in the fence may be provided for pedestrian connections to adjacent developments.
5. Fences shall be maintained in a structurally safe and attractive condition and with finished faces and required plantings located towards the adjacent property. ~~with at least one upright shrub for every six linear feet of fence length.~~
6. Any fence constructed in a buffer shall be capable of withstanding a 30 pound per square foot horizontal wind load from any direction.

(8) **Permitted ~~u~~Use of ~~b~~Buffer ~~a~~Area.**

~~(8)~~ A buffer area shall not be used for any principal building or use, accessory building or use, vehicle use area or storage area except as specifically permitted below.

- (a) A buffer may be used for passive recreation and picnic facilities; and it may contain pedestrian or bike trails, provided that:
  1. Trails may be incorporated provided that adequate width (minimum 15 feet) is added to the required buffer width to accommodate both the trail and the

required buffer plantings. Buffers with trails may also count toward the provision of recreation and open space for the development.

2. ~~No e~~Existing plant material, ~~shall be eliminated~~, other than nuisance exotics, shall be preserved to the greatest extent possible; and
  3. All other requirements of this section shall be met.
- (b) Other appurtenances which require high visibility and easy access, such as fire hydrants, ~~public and emergency telephones~~, mail boxes and bus shelters or benches, are also permitted in a buffer. No screening of such appurtenances shall be required.
- (c) A ~~required~~ buffer is encouraged to retain areas of native habitat and may incorporate water resources including stormwater detention or retention facilities. However a minimum 10-foot contiguous width of the buffer shall be preserved as a planting area without stormwater facilities.

(9) **Ownership of B**uffers.

~~(9)~~ Buffers may remain in the ownership of the original applicant; they may be subjected to deed restrictions and subsequently be freely conveyed; or they may be transferred to any consenting grantees, such as the Town, a land conservancy or land trust, or homeowners association. Any such conveyance shall adequately guarantee the protection and maintenance of the buffer in perpetuity and in accordance with the provisions of this section.

(10) **Alternative C**ompliance.

- (a) ~~The b~~uffer requirements may be modified by the Planning Board upon a finding that a modification would be consistent with the purpose of this ~~C~~hapter, this ~~S~~ection and the adopted plans and policies of the Town; that such modification would not adversely affect the land use compatibility or public interest; and that the subject parcel or modified buffer complies with one or more of the following criteria:
1. The buffer is parallel and adjacent to an existing utility or drainage easement of at least 100 feet in width;
  2. The buffer is between uses that are to be developed under a common development plan or series of development plans;
  3. The buffer is adjacent to a property that has a joint use agreement with the subject parcel under;
  4. The buffer is parallel and adjacent to an existing railroad right-of-way; or
  5. The topography of the parcel is such that buffering would not be effective.

- (b) Financial hardship due to meeting the requirements of this is Section shall not be sufficient justification for alternative compliance.

**PART 3. STREET YARD TREES**

~~(E)(F)~~ **STREET YARD TREES**

- (1) Street yard trees shall be required along ~~all collector streets, residential collector streets, residential streets and cul-de-sac streets~~ all rights of way at the rate of one canopy tree per lot or one canopy tree for every 40 linear feet (spaced a maximum of 50 feet part).
- (2) All street yard trees shall be a minimum of two and one-half caliper inches at time of planting and shall be planted no less than five feet or more than 15 feet from the back of the sidewalk.
- (3) Credit shall be ~~provided~~ given for any existing tree with a minimum dbh of six inches that is preserved within the planting strip at rate of one preserved tree for two required street yard trees.
- (4) Double frontage lots abutting a collector street or residential collector street shall provide a Class A buffer along the entire rear yard frontage.

**PART 4. SCREENING**

~~(F)(G)~~ **SCREENING**

(1) **Drive-thru Facilities**

~~(4)~~ Drive-thru windows and lanes shall be designed to adhere to the following standards:

- (a) Drive-thru windows and lanes placed between the right-of-way and the associated building shall require landscape plantings installed and maintained along the entire length of the drive-thru lane, located between the drive-thru lane and the adjacent right-of-way.
- (b) Such screening shall be a compact evergreen hedge or other type of dense foliage. At the time of installation, such screening shall be at least 36 inches in height and ~~shall reach~~ be maintained at a minimum height of 48 inches within two years of planting.
- (c) ~~No~~ Drive-thru windows ~~shall be~~ are not permitted on the side of a building adjacent to any residential district.

(2) **Service Areas**

- (a) Trash collection, trash compaction, recycling collection and other similar service areas shall be located on the side or rear of the building and shall be effectively screened from view from residential properties or public rights-of-way.

- (b) Screening enclosures shall be fully enclosed by opaque walls or fences at least eight feet high with self-closing access doors and shall be constructed of the same materials as the primary building.
- (c) All service areas ~~shall be~~ are limited to the area shown on an approved site plan.
- (d) All service areas shall be located a minimum of 50 feet away from any residentially-zoned property line.

**(3) Loading Areas**

~~(3)~~ Loading areas shall be subject to the following screening requirements:

- (a) ~~Provide a~~ A ~~minimum~~ 100% year-round screen of all loading areas visible from residential properties or public rights-of-way is required.
- (b) ~~This~~ s Screening shall consist of berms, walls, fences, plant material or combination thereof totaling eight feet in height at installation or completion of construction. Wall or fence materials shall be compatible with the primary structure.
- ~~(c)~~ Loading docks not in an I-1 or I-2 District shall be located at the side or rear of buildings a minimum of 50 feet away from any residentially-zoned property, unless the loading area is wholly within a closed building.

(4) **Mechanical Equipment-**

- (a) All roof, ground and wall mounted mechanical equipment (~~e.g.including, but not limited to~~ air handling equipment, vents, compressors, duct work, transformers and elevator equipment) shall be screened from view. ~~from residential properties or public rights-of-way at ground level of the property line.~~
- (b) Roof-mounted mechanical equipment shall be shielded from view on all sides. Screening shall consist of materials consistent with the primary building materials, and may include metal screening or louvers which are painted to blend with the primary structure.
- (c) Wall or ground-mounted equipment screening shall be constructed of:
1. Planting screens;
  2. Brick, stone, reinforced concrete, or other similar masonry materials; or
  3. Redwood, cedar, preservative pressure treated wood, or other similar materials.

(5) **Utilities**

~~(5)~~ —Above-ground utilities and appurtenances to underground utilities which require above-ground installation shall be screened by a continuous planting of shrubs, with a minimum mature height equal to that of the utility structure. Required accessways to these utilities ~~are~~ is exempt from the screening provisions.

(6) **Fencing and Walls-**

(a) A fence or wall not more than six feet in height may be installed along any side and rear lot line. A fence or wall in any required front yard shall not exceed four feet in height.

(b) Fences and walls shall be constructed of high quality materials, such as decorative blocks, brick, stone, treated wood, ~~and~~ wrought iron and black vinyl coated chain link fence . Black vinyl coated chain link fence is permitted subject to the following additional requirements:~~Chain-link fences and b~~

1. Residential Uses

—Black vinyl coated chain link fencing is permitted for individual lots from the front façade of the house in the side and/or rear. It may not be used along a side street, forward of the front façade or between the house and the side property line. Chain link fencing is not permitted for use by a developer for

buffering and screening. Black vinyl coated fencing may be used for recreational uses including, but not limited to parks, playgrounds, swimming pools, tennis courts and basketball courts.

2. Non-Residential Uses

Black vinyl coated chain link fencing is permitted for the accessory enclosures of day care facilities, kennels or veterinary clinics. Black vinyl coated chain link fencing is permitted for industrial uses. Vinyl coating is not required for fences when not visible from adjacent property or right-of-way.

3. Public Utilities

Black vinyl coated chain link fencing is permitted for public utility purposes. Vinyl coating is not required for industrial fences when it is not visible from adjacent property or right-of-way.

4. The Planning Director may authorize the use of black coated vinyl chain link fencing for uses not listed above if the use of such material is consistent with, and will not impact the aesthetic appearance of the surrounding area.

(c) Fences topped with razor, concertina, or barbed wire are limited to properties designated for industrial or utility use. The material may be used for security at commercial uses subject to Technical Review Committee approval. In no case shall the material be used below a point of five feet. Barbed wire or concertina wire shall not be permitted from ground level, or visible from public streets or adjacent residential areas.

(b) —, unless used as an enclosure for outdoor recreation, animals or similar use on publicly owned lands.

~~(e)~~(d) Breaks in the fence or wall may be provided for pedestrian connections to adjacent developments.

~~(d)~~—The maximum length of a continuous, unbroken and uninterrupted fence or wall plane shall be 100 feet. Breaks shall be provided through the use of columns, landscaped areas, transparent sections and a change in material.

## PART 5. GENERAL LANDSCAPING, SCREENING AND BUFFERING PROVISIONS

### ~~(G)~~(H) GENERAL ~~provisions~~PROVISIONS.

#### (1) Design, ~~I~~installation and ~~E~~establishment.

##### ~~(a)~~ Plant ~~M~~material.

~~(a)~~

1. Plant material shall be chosen from the lists of recommended plant species contained in the Clayton General Design Guidelines. Plant materials shall be reviewed for suitability with regard to the eventual size and spread, susceptibility to diseases and pests, and appropriateness to existing soil, climate and site conditions. Plant materials that vary from this list may be used with the approval of the Planning ~~Board~~Director.
2. The preferred plant list shall be used to define the species of trees and shrubs deemed to be canopy trees, understory trees and shrubs. The lists may be expanded but are intended to provide guidance in selecting predominately hardy North Carolina native species.

##### ~~(b)~~ Cold ~~H~~hardy and ~~D~~drought ~~T~~tolerant ~~p~~Plants

~~(b)~~ — Plantings shall be cold hardy for the specific location where they are to be planted. Trees and shrubs shall be salt tolerant and drought tolerant and able to survive on natural rainfall once established with no loss of health.

##### ~~(c)~~ Soils

~~(c)~~ — Planting areas shall have uncompacted coarse loam that is a minimum of 12 inches deep. Soils shall be appreciably free of gravel, stones, rubble or trash. All compacted soil, contaminated soil or roadbase fill shall be removed.

##### ~~(d)~~ Issuance of ~~C~~ertificate of ~~e~~Occupancy.

~~(d)~~ The Code Enforcement Officer may not issue a permanent ~~C~~ertificate of ~~O~~ccupancy for an approved site plan or part thereof, until all seeding, trees, and plant material have been placed in accordance with the approved site plan and requirements of this ~~S~~section. A temporary ~~C~~ertificate of ~~e~~Occupancy may be issued for a period of 30 days under circumstances that would affect the seeding and planting of the site, or until the proper planting season is reached to complete the landscaping requirements, and may be extended up to 90 days upon request to the Code Enforcement Officer.

#### (2) Requirements for ~~m~~Maintaining ~~P~~lanted ~~A~~reas.

##### ~~(a)~~ Responsibility.

(a) The responsibility for maintenance of a planted area shall remain with the owner, his or her successors, heirs, assignees or any consenting grantee. Maintenance is required in order to ensure the proper functioning of a planted area.

(b) **Maintenance-**

1. All plantings shall be maintained in an attractive and healthy condition. Maintenance shall include, but not be limited to, watering, mulching, fertilizing and pest management, mowing, weeding, removal of litter and dead plant material, and necessary pruning and trimming.
2. Necessary pruning and trimming shall be in accordance with the *American National Standards for Tree Care Operations: Tree Shrub and Other Woody Plant Maintenance - Standards Practices (Pruning)*, and shall not be interpreted to include topping of trees through removal of crown material or the central leader, or any other similarly severe procedures such as lollipopping or meatballing that cause irreparable harm to the natural form of the tree, except where such procedures are necessary to maintain public overhead utilities. Any such activity shall be a violation of this ~~e~~Chapter. Additional plant material shall be required to replace or supplement the damaged plant material.
3. Dead *or* diseased plantings shall be removed. Replacement plantings shall be provided for any required plants which die or are removed for any reason and shall meet all minimum standards and conform to these regulations.
4. *Natural* water courses shall be maintained in a natural condition.
5. A water source shall be supplied within 50 feet of any planting requiring continuing watering. Where non-*native* or non-drought tolerant native vegetation is incorporated an irrigation system shall be required. Irrigation systems shall meet the standards of the Town.
6. Landscape *structural* features such as walls, fences, berms or water features shall be maintained in a structurally safe and attractive condition.
7. Where *other* uses, including pedestrian, bike or other trails these uses shall be maintained to provide for their safe use.

(c) **Failure to ~~M~~aintain-**

(e) In the event that any owner of a planted area fails to maintain the planted area according to the standards of this section, the Town shall have the right to recover the cost of enforcement, including reasonable attorney fees. The Town may also, following reasonable notice and a demand that deficiency of maintenance be corrected, enter the planted area to take maintenance action. The cost of such maintenance shall be charged to the party having the primary responsibility for maintenance of the planted area.

(3) **Credit for existing plant material-**

~~(a)~~ **Credit for existing plant material-** With the exception of street yard tree credit, credit for existing plant material shall be allocated on a one-for-one basis for canopy trees, understory trees or shrubs. The size of material shall not be taken into account, except where such material is below the required minimum planting size.

~~(a)~~(b) Required planting areas shall incorporate existing natural vegetation to the maximum extent feasible. Prior to disturbance of a required planting area approval shall be obtained from the Town. Where existing vegetation is inadequate to meet the required planting standards, additional plant material shall be required.

~~(b)~~(c) The retention of existing vegetation shall be maximized within proposed planting areas. Existing native habitat or vegetation located within planting area that meets the requirements of this section may be counted, provided such plant material meets the minimum standards of this section. If the existing vegetation has been credited and is subsequently removed or dies, it shall be replaced with the appropriate planting material.

~~(c)~~(d) Credit may be permitted for existing plant material and walls on adjacent property, provided such items are in a permanently protected area, including, but not limited to:

1. A conservation easement or preserve area on adjacent property; or
2. An existing utility or drainage easement exceeding 100 feet in width.

(4) Tree Protection During Construction-

Existing trees specified on the landscape plan to remain on the site as a function of fulfilling the purpose of this Section shall be protected from vehicular movement and material storage over their root spaces during the following construction. An undisturbed area with a porous surface shall be reserved around a tree, based on dbh of the tree as ~~follows~~ provided in Table 4-7, and with no protective distance less than four feet from the base of the tree.

~~(4)~~ TABLE 4-7 TREE PROTECTION

Trunk Diameter dbh	Area Required
4-10 inches	80 sq. ft.
11-16 inches	180 sq. ft.
17-20 inches	320 sq. ft.
21 inches plus	340 sq. ft.

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

**TOWN OF CLAYTON  
CONSISTENCY AND REASONABLENESS STATEMENT**

Text Amendments to Section 402 of Chapter 155

**THE TOWN COUNCIL OF THE TOWN OF CLAYTON HEREBY STATES:**

Section 1: Text Amendments to Chapter 155 Section 402 of the Unified Development Code are consistent with the Town of Clayton Strategic Growth Plan.

Section 2: Based upon information presented at the public hearings and based upon the recommendations and detailed information developed by staff and/or the Planning Board contained in the staff report, and considering the criteria of Section 155.703(H) of the Unified Development Code of the Town of Clayton, Text Amendment revisions to Chapter 155 Section 402 of the Unified Development Code are reasonable and in the public interest.

Duly approved this 3rd day of June 2013, while in regular session.

ATTEST:

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Jody L. McLeod  
Mayor

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Sherry L. Scoggins, MMC  
Town Clerk

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

Agenda Item: 5c

Meeting Date: 6/30/13

**TITLE: EVIDENTIARY HEARING FOR PRELIMINARY SUBDIVISION  
REQUEST SUB 2013-08 LOCATED AT CORBETT ROAD AND US 70  
HWY BYPASS.**

**DESCRIPTION: Black Creek Holdings submitted an application requesting preliminary subdivision SUB 2013-08 located on Corbett Road near the intersection of the US 70 Clayton Bypass. This is a 9.44 acre tract within the R-E and scenic highway overlay district with a request for 12 lots.**

The applicant mailed the notices for neighborhood meeting on March 6, 2013; the neighborhood meeting was held on March 18, 2013.

The Planning Board reviewed this item at its April 22, 2013, meeting and recommended approval of the request with the conditions recommended by staff with the revision that Condition 3 be stricken.

At its May 20, 2013, Council meeting, Council requested the applicant provide the estimate for the fee in lieu.

**RELATED GOAL: Manage Growth Producing Quality Developments.**

**ITEM SUMMARY:**

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
5-20-13 5-20-13	Public notice. Presentation.	Application, Neighborhood Meeting Information, Staff Report & Exhibit A, Aerial Map & Site Plan.
6-03-13	Evidentiary hearing.	Hearing procedures, Application, Neighborhood Meeting Information, Staff Report & Exhibit A, Aerial Map, Site Plan & Motion form.

# **Town of Clayton Subdivision Review Application Hearing Procedure**

1. **HEARING.** The Mayor shall call the hearing and announce the case.
2. **RULES OF PROCEDURE.** The procedure by which testimony may be given shall be announced by the Town Attorney. The Town Attorney shall be responsible for keeping all testimony within acceptable legal guidelines.
3. **OATHS.** Oaths shall be administered to all speakers. A statement of oath shall be signed by all persons taking the oath.
4. **STAFF REPORT.** The Staff shall give its report.
5. **APPLICANT TESTIMONY.** The applicant shall be called to present their case. If the applicant or a representative is not present to give testimony, the Mayor shall call for a vote of the members present to continue the hearing for thirty days. The applicant shall be notified of such action. The Mayor shall be responsible for keeping the testimony relevant and factual. No questions shall be asked by the Town Council at this time.
6. **OPPOSITION TESTIMONY.** Those speaking in opposition to the application shall be called upon to present their case. The Mayor shall be responsible for keeping the testimony relevant and factual. No questions shall be asked by the Town Council at this time.
7. **APPLICANT REBUTTAL.** The applicant and/or those in support of the application shall be provided an opportunity to rebut testimony provided by the opposition. The Council may also ask questions of the applicant at this time.
8. **OPPOSITION REBUTTAL.** Those in opposition to the application shall be provided an opportunity to rebut testimony provided by the applicant. The Council may also ask questions of the opposition at this time.
9. **COUNCIL INQUIRY.** The Council shall ask any additional questions of the applicant, opposition, or staff at this time. The Mayor shall be responsible for keeping questions and responses relevant and factual.

10. **DELIBERATION.** The Mayor shall call the Council into deliberation. Once called into deliberation no person may address the Council and no questions may be asked by Council to the public.
11. **UTILITY ALLOCATION (WHEN APPLICABLE).** In the event of pending action on a utility allocation request related to the case and there being no additional testimony, the Council shall take action on a utility allocation in accordance with related policies and procedures.
12. **ACTION-FINDINGS FOR DECISION.** Once discussion of the evidence has been completed and action taken on the utility allocation (when applicable); each finding shall be discussed in turn and a motion, second and vote shall be made for each finding by selecting one of the three alternatives. A majority vote shall prevail. All four findings shall be addressed.
13. **ACTION-APPLICATION.** Once all four findings have been decided and based on the results of the evaluation and vote on those findings, the Council shall make a motion and vote to approve or deny the application.



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

## SUBDIVISION APPLICATION

*Pursuant to Article 7, Section 155.706 of the Unified Development Code, an owner of land within the jurisdiction of the Town (or a duly authorized agent) may petition the Town of Clayton to approve a Subdivision (major, minor, final plat, or exempt) application. Applicants seeking subdivision approval shall schedule a pre-application conference with the Planning Director in accordance with Section 155.702(A).*

*Subdivision applications must be accompanied by nine (9) sets of the application, nine (9) sets of required plans, an Owner's Consent Form (attached) and the application fee. The application fees are as follows:*

- *Minor Subdivision: \$200.00 +5.00/lot.*
- *Major Subdivision: 2-15 Lots = \$200.00 +5.00/lot; 16-40 Lots = \$300.00 +5.00/lot; 41-80 Lots = \$400.00 +5.00/lot; 81+ Lots = \$500.00 +5.00/lot; and. Open Space Subdivision = \$500.00 + \$5/lot.*
- *Final Plat: \$250.00*
- *Exempt Map/Recombination: \$50.00*

*All fees are due when the application is submitted. Please note that Section 155.702(B) of the Unified Development Code requires a Neighborhood Meeting for all Major Subdivision applications.*

### SUBDIVISION TYPE:

Application Type:

- Minor Subdivision     
  Major Subdivision     
  Final Plat     
  Exempt Map  
 Recombination

### SITE INFORMATION:

Name of Project: OLD FIELDS      Acreage of Property: 9.44

Preliminary Plat Approval Date (if applicable): \_\_\_\_\_

Parcel ID Number: 05G 03058B      Tax ID: Sam

Location: CORBETT RD

Section(s): 1      Phase(s): 1

Number of Lots (Existing): 0 (Proposed): 12      Min. Lot Size: 20,000

Zoning District: RC      Planned Development? (Y/N): H      Electric Provider: CP&L

Specific Use: \_\_\_\_\_

Recreation/Open Space Requirement:     Fee in lieu     Land Dedication (acreage) \_\_\_\_\_

### FOR OFFICE USE ONLY

File Number: 2013-08      Date Received: 2/11/13 AB      Amount Paid: 260.00

**OWNER INFORMATION:**

Name: M Blinson Blackcreek Holdings LLC  
Mailing Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**APPLICANT INFORMATION:**

Applicant: Alsoy Gilbert PLS  
Mailing Address: 1124 Church St.  
Phone Number: 919-553-5104 Fax: 919-553-3664  
Contact Person: \_\_\_\_\_  
Email Address: alsoy.gilbert@gmail.com

**REQUIRED PLANS AND SUPPLEMENTAL INFORMATION**

*The following items must accompany a Subdivision Plan application. This information is required, except where otherwise noted:*

- Required plans (please see the plan requirements checklist below).
- Road Name Approval Application (if applicable).
- A signed and sealed traffic impact analysis (if required).
- Verification of wastewater allocation (granted or requested).
- Verification of approval for the potable water and waste water system improvements from North Carolina Department of Environment and Natural Resources (NCDENR).
- Verification of approval for individual well and septic systems from Johnston County Department of Environmental Health Services (if applicable).
- Driveway permits (Town of Clayton or NCDOT encroachment with associated documentation).
- A copy of proposed deed restrictions and/or covenants (if applicable).

**APPLICANT AFFIDAVIT**

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

Alsoy Gilbert  
Print Name

[Signature]  
Signature of Applicant

11/31/13  
Date

**APPLICANT STATEMENT – MAJOR SUBDIVISIONS ONLY**

**Section 155.706(I)(10) of the Unified Development Code requires that certain findings must be made by the Town Council before a Major Subdivision may be approved. Outline below (you may attach additional sheets) how the application addresses each of the following findings:**

- (1) That the subdivision meets all required specifications of the town Subdivision Regulations and conforms to the town Unified Development Code.

*Yes*

- (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.

*No, subdivision meet or exceeds all adjacent properties*

- (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.

*Project is ~~with~~ <sup>violate</sup> septic. septic will be approved by Johnston County Health. Property is one of few left on Corbett rd. & has only 12 lots & will have minimal traffic impact*

- (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.

*Project is consistent with Plans & will be in compliance with scenic highway district*



# Aalsey J. Gilbert PLS

112 North Church St.

Clayton N.C. 27520

Email: [aalseygilbert@ymail.com](mailto:aalseygilbert@ymail.com)

Website [www.surveyingnc.com](http://www.surveyingnc.com)

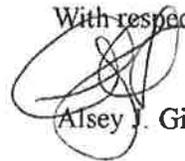
Phone 919-553-5104

Fax: 919-553-3663

Dear Clayton Area Property Owner,

A neighborhood meeting will be held at 7:00 pm at 112 North Church St. Clayton NC (Gilbert Land Surveying) on March 18<sup>th</sup> 2013 to discuss the proposed Old Fields Subdivision located on Corbett Rd. This parcel has a tax id no. on Johnston county Gis of 05G03058B if you would like to view on the GIS site on [Johnstonnc.com](http://Johnstonnc.com).

With respects,



Aalsey J. Gilbert PLS

112 N. Church St.  
Clayton NC 27520

RALEIGH NC 275  
Research Triangle Region  
06 MAR 2013 PM 6 L



Emily Bedding field  
Town of Clayton Planning  
Clayton NC 27520

2752039999





# Alsey J. Gilbert PLS

112 North Church St.

Clayton N.C. 27520

Email: [alseygilbert@ymail.com](mailto:alseygilbert@ymail.com)

Website [www.surveyingnc.com](http://www.surveyingnc.com)

Phone 919-553-5104

Fax: 919-553-3663

To: Town of Clayton

Re:Old Fields Neighborhood Meeting

On March 18<sup>th</sup> at 7:00 pm at the office of Alsey J. Gilbert PLS a neighborhood meeting was held to discuss the Old Fields Subdivision. It was attended by Alsey J. Gilbert and Johnny Corbett who was also representing his mother Laura Corbett and was asked to pick up a map for Lois Weeks. Mainly what was discussed was Mr. Corbett desire to purchase a strip of property or Lot from the developer. I told Mr. Corbett I would relay this to the developer. Another Item discussed was style home and appearance, I told Mr. Corbett it would be comparable to Hannahs Creek.

With respects,



Alsey J. Gilbert PLS

# NEIGHBORHOOD MEETING ATTENDANCE ROSTER

**Applicant:** Alsey Gilbert

**Location/Date:** 112 N. Church St. CAYTON NC 27520

	NAME	ADDRESS
1	<i>Alsey Gilbert</i>	<i>371 Gilbert Rd.</i>
2	<i>Alsey Gilbert copy to Mrs. Wks</i>	
3	<i>Alsey Gilbert copy to Mrs. Gilbert</i>	<i>354 Gilbert Rd.</i>
4		
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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

Town Council

**STAFF REPORT**

**Application Number:** SP 2013-08 (Major Subdivision)  
**Project Name:** Old Fields Subdivision

**NC PIN:** 165803-01-3795  
**Town Limits/ETJ:** ETJ  
**Overlay:** Scenic Highway Overlay  
**Applicant:** Alsey Gilbert, PLS  
**Owners:** Black Creek Holdings, LLC

**Neighborhood Meeting:** Held March 18, 2013

**PROJECT LOCATION:** The project is located on Corbett Road near the intersection with the US 70 Clayton Bypass.

**REQUEST:** The applicant is requesting preliminary subdivision approval for 12 lots in the Residential Estate (R-E) district.

**SITE DATA:**

**Acreage:** 9.44 acres  
**Present Zoning:** Residential Estate (R-E)  
**Proposed Zoning:** Residential Estate (R-E)  
**Existing Use:** Vacant

**DEVELOPMENT DATA:**

**Proposed Uses:** Single Family Residential  
**Buildings:** Only single family residential buildings are proposed as a part of this subdivision.  
**Number of Stories:** N/A (max. height 35 feet)  
**Impervious Surface:** Maximum 50% permitted  
**Proposed Density:** 1.27 units/acre (maximum of 1.5 units/acre permitted with Scenic Highway Overlay 100 foot setback density bonus)

Proposed Parking: At least 2 spaces will be provided per dwelling unit (minimum 2 spaces per dwelling unit required)

Fire Protection: Town of Clayton Fire Department

Access/Streets: Via a new roadway connection to Corbett Road

Water/Sewer Provider: Water: Johnston County  
Sewer: Individual septic systems

Electric Provider: Duke Energy

**ADJACENT ZONING AND LAND USES:**

**North:** Zoning: Residential Estate (R-E)  
Existing Use: Single Family Residential

**South:** Zoning: Public Right-of-Way  
Existing Use: Clayton US 70 Bypass

**East:** Zoning: Residential Estate (R-E)  
Existing Use: Single Family Residential, Open Space

**West:** Zoning: Residential-Estate (R-E), Public Right-of-Way  
Existing Use: Single Family Residential, Corbett Road

**STAFF ANALYSIS AND COMMENTARY:**

The applicant is requesting preliminary subdivision plat approval for 12 lots with access off of Corbett Road near the interchange with the Clayton US 70 Bypass. Lot sizes range from 0.46 acres to 1.30 acres with an overall density of 1.27 units/acre. No lots are under 20,000 square feet in size. The property sits adjacent to the US 70 Bypass and thus is part of the Scenic Highway Overlay District. The proposed subdivision is more than ½ mile from the interchanges as defined in Section 155.204(C)(9), and thus is not subject to the Scenic Highway Overlay Interchange requirements.

Typically, subdivisions that do not have connections to both water and sewer are limited to one dwelling unit per acre and a minimum of 40,000 square feet. However, the applicant has chosen to utilize the density bonus of an additional one-half unit per acre, which is available to residential development in the Scenic Highway Overlay corridor that provides a 100 foot setback from the US 70 Bypass (Section 155.204(C)(11)). Septic systems are still held to the same environmental permitting requirements so this increased density does not pose an increased environmental concern.

➤ **Consistency with the Strategic Growth Plan**

The proposed subdivision is consistent with the Strategic Growth Plan.

➤ **Consistency with the Unified Development Code**

The proposed development is consistent with and meets the applicable requirements of the Unified Development Code (UDC).

➤ **Landscaping and Buffering**

A 100 foot setback from the Clayton US 70 Bypass is proposed. No other buffering is required. Street yard trees shall be required along the proposed residential street at a rate of one canopy tree per lot or one canopy tree for every 40 linear feet (spaces a maximum of 50 feet apart), per Section 155.402(F).

➤ **Recreation and Open Space**

No recreation and open space is provided in this subdivision; recreation fee-in-lieu will be required in accordance with 155.203(I).

➤ **Environmental**

There are no significant environmental concerns at this site. The site is not located within the Watershed Protection Overlay and there are no known resource conservation areas located on or adjacent to the subject property. Septic systems will require approval from the Johnston County Environmental Health.

➤ **Signs**

All signage will be required to comply with Town of Clayton UDC requirements.

➤ **Access/Streets**

The site will be accessed via a new roadway connection to Corbett Road. The applicant has indicated the roadway will be built to NCDOT standards and ultimately accepted by NCDOT as a public right-of-way after roadway construction if it meets all applicable NCDOT standards. The homeowners association documents or restrictive covenants will indicate that the road is to be maintained by the homeowners until such time the roadway is accepted by NCDOT.

➤ **Multi-Modal Access**

Sidewalk access (five feet in width) will be required on both sides of the roadway within the subdivision, as required by Section 155.602(H).

➤ **Architecture**

N/A. The development is not located within the Strategic Highway Overlay Interchange area and so these additional design standards do not apply.

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

None.

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**FINDINGS:**

Section 155.706(I)(10) of the Unified Development Code requires that certain findings must be made by the Town Council before a Major Subdivision may be approved. The applicant has addressed the Major Subdivision Approval Criteria outlined in UDC Section 155.706(I)(10). The applicant's Findings of Fact are incorporated into the record as Exhibit A of the Staff Report.

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## CONSIDERATIONS

- The Town Council approves major subdivisions.
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## RECOMMENDATION:

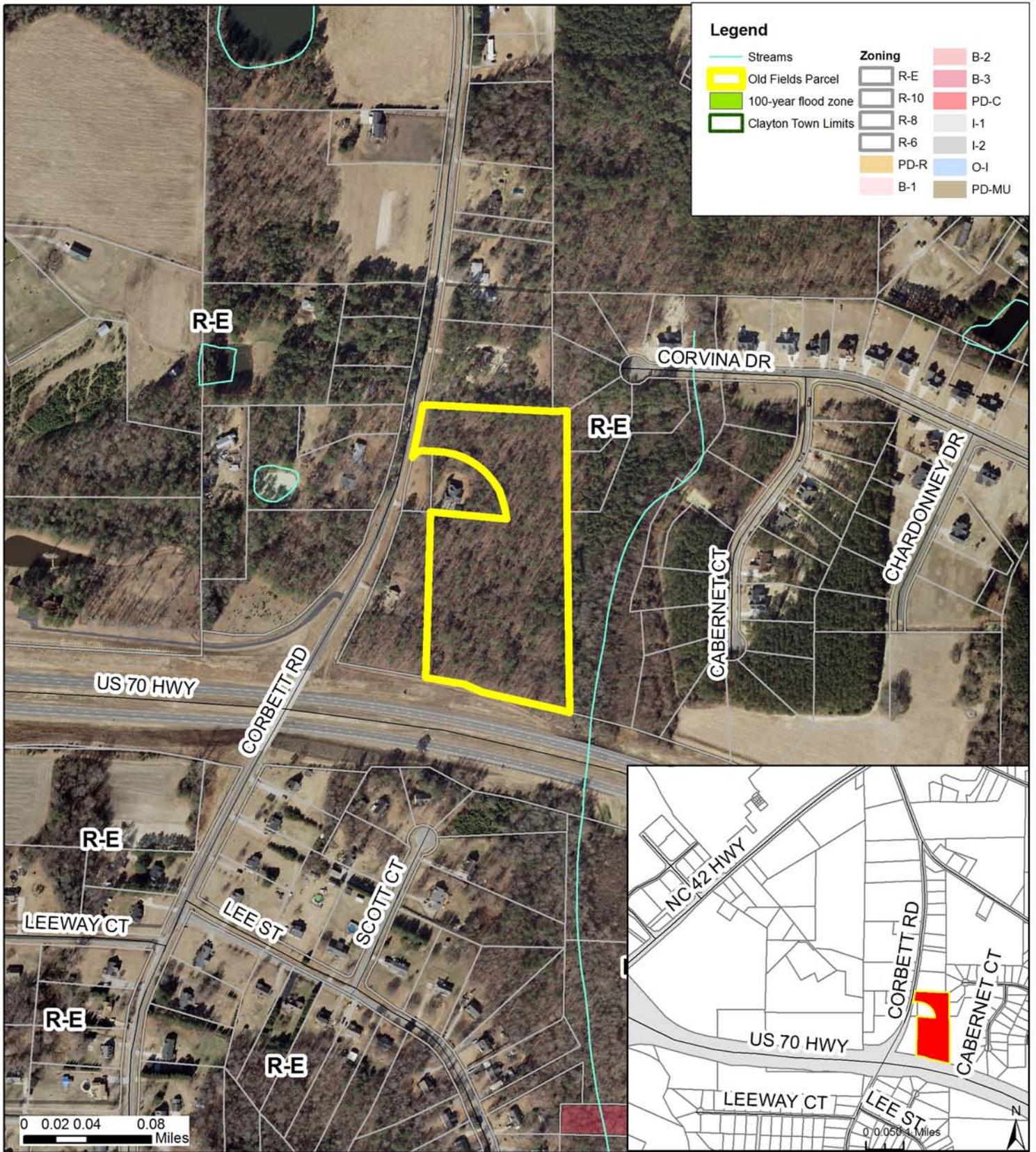
Staff is recommending:

- Approval of the subdivision subject to the following conditions:
    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) of the Unified Development Code, sidewalks shall be required on both sides of the street.
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## PLANNING BOARD RECOMMENDATION:

At their regular meeting held April 22, 2013, the Planning Board recommended unanimous approval of the request with the conditions recommended in the staff report, with the exception of Condition #3 which was recommended to be completely removed from the list of conditions.

- ~~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.~~



# Old Fields Subdivision Preliminary Subdivision Approval

Applicant: Aley Gilbert  
 Property Owner: Blackcreek Holdings LLC  
 Parcel ID Number: 165803-01-3795  
 File Number: PSD 2013-8



Produced by: TOC Planning  
 Disclaimer: Town of Clayton assumes no legal responsibility for the information represented here.





**TOWN OF CLAYTON  
SUBDIVISION APPLICATION  
EVALUATION FORM**

Application Number: SUB 2013-08

The Town Council shall decide the matter of Subdivision Application Number SUB 2013-08 by motion and vote on each of the following four findings of fact. Any motion to find against the application must be supported by statement of specific reasons or conclusions reached in support of the motion.

**Finding One of Four:**

Circle One

- A. Based on the evidence and testimony presented it is the finding of the Council that the subdivision, if approved, will meet all required specifications and will conform to the Town Unified Development Ordinance. (Applicant meets the criteria for approval).
  
- B. Based on the evidence and testimony presented it is the finding of the Council that the subdivision, if approved, will meet all required specifications and will conform to the Town Unified Development Ordinance: (Applicant meets the criteria for approval upon acceptance of the noted conditions.)

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- C. Based on the evidence and testimony presented it is the finding of the Council that the subdivision, if approved, will not meet all required specifications and/or will not conform to the Town Unified Development Ordinance for the following stated reasons: (Applicant fails to meet the criteria for approval.)

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**Finding Two of Four:**

**Circle One**

- A. Based on the evidence and testimony presented it is the finding of the Council that the subdivision, if approved, 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. (Applicant meets the criteria necessary for approval.)
  
- B. Based on the evidence and testimony presented it is the finding of the Council that the subdivision, if approved, 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 upon compliance with the following stated conditions: (Applicant meets the criteria necessary for approval upon acceptance of the noted conditions.)

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- C. Based on the evidence and testimony presented it is the finding of the Council that the subdivision, will be detrimental to the use or orderly development of other properties in the surrounding area and/or will violate the character of existing standards for development of properties in the surrounding area for the following stated reasons: (Applicant fails to meet the criteria necessary for approval.)

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**Finding Three of Four:**

**Circle One**

- A. **Based on the evidence and testimony presented it is the finding of the Council that the subdivision design, if approved, 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. (Applicant meets the criteria necessary for approval.)**
  
- B. **Based on the evidence and testimony presented it is the finding of the Council that the subdivision design, if approved, 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 upon compliance with the following stated conditions: (Applicant meets the criteria necessary for approval upon acceptance of the noted conditions.)**

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- C. **Based on the evidence and testimony presented it is the finding of the Council that the subdivision design, if approved, will not provide for the distribution of traffic in a manner that will avoid or mitigate congestion within the immediate area, will not provide for the unified and orderly use of or extension of public infrastructure, and/or will materially endanger the environment, public health, safety, or the general welfare for the following reasons. (Applicant fails to meet the criteria for approval.)**

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**Finding Four of Four:**

**Circle One**

**A. Based on the evidence and testimony presented it is the finding of the Council that the subdivision, if approved, 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. (Applicant meets the criteria necessary for approval.)**

**B. Based on the evidence and testimony presented it is the finding of the Council that the subdivision, if approved, 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 upon compliance with the following stated conditions: (Applicant meets the criteria necessary for approval upon acceptance of the noted conditions.)**

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**C. Based on the evidence and testimony presented it is the finding of the Council that the subdivision, if approved, will adversely affect the general plans for the orderly growth and development of the town and/or is not consistent with the planning policies adopted by the Town Council for the following stated reasons: (Applicant fails to meet the criteria necessary for approval.)**

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Once all findings have been decided one of the two following motions must be made:

**Motion 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 and with full incorporation of all statements and agreements entered into the record by the testimony of the applicant and applicant's representative I move to approve Subdivision Application # \_\_\_\_\_.

**Motion to Deny:** Based upon failure to meet all of the above four stated findings and for reasons stated therein, I move to deny Subdivision Application # \_\_\_\_\_.

**Record of Decision:**

Based on a motion and majority vote of the Clayton Town Council Subdivision Application Number SUB 2013-08 is hereby:

\_\_\_\_\_ approved upon acceptance and conformity with all stated conditions; or,

\_\_\_\_\_ denied for the noted reasons.

Decision made this \_\_\_\_ day of \_\_\_\_\_, 2013 while in regular session.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk

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

Agenda Item: 6a Meeting Date: 6/03/13  
**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 section153.027.
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.	

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

**Agenda Item: 6b**

**Meeting Date: 6/03/13**

**TITLE: STATUS OF TRAFFIC CALMING AND SIDEWALK NEEDS FOR CHAMPION STREET.**

**DESCRIPTION:** During a public hearing at the May 3, 2013, Council meeting, citizens residing on Champion Street in the Cobblestone Subdivision expressed concern about traffic. It was the consensus of the Council to direct staff to review the traffic on Champion Street.

At its May 20, 2013, Council meeting, staff updated Council on the Champion Street traffic review and sidewalk needs.

**RELATED GOAL:** Administrative

**ITEM SUMMARY:**

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
5-03-13	Public hearing.	Citizen comment.
5-20-13	Discussion.	
6-03-13		

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

**Agenda Item: 6c**

**Meeting Date: 6/03/13**

**TITLE: STATUS OF EAST FRONT STREET EXTENSION.**

**DESCRIPTION: NCDOT and the Town of Clayton entered into a project agreement for the Front Street Extension project on September 6, 2011.**

**At its February 4, 2013, Council meeting, the Town Council approved a supplement agreement with the NCDOT for the Front Street Extension project.**

**The East Front Street Extension bid opening was held on Thursday, May 16, 2013.**

**RELATED GOAL: Administrative**

**ITEM SUMMARY:**

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
8-15-11	Presentation.	Project Agreement.
9-06-11	Approval.	Project Agreement.
1-23-13	Presentation.	Supplement Agreement & Initial Project Agreement.
2-4-13	Approval.	Supplemental Agreement.
6-03-13	Approval.	Project Engineer letter of Recommendation, bid Tabulation, & Resolution To NCDOT.

May 20, 2013

Mr. Tim Simpson, P.E.  
Public Works & Utilities Director  
Town of Clayton  
653 Highway 42 West  
Clayton, NC 27520

Reference: Recommendation of Award  
East Front Street Extension, TIP# U-3605  
Clayton, NC  
AECOM Project No. 60267800

Mr. Simpson:

Formal bids for the East Front Street Extension Roadway Project were received on Thursday, May 16, 2013 at 2:00 P.M. Six (6) bids were received. A copy of the certified bid tabulation is enclosed. Barnhill Contracting Company is the low bidder. Presented below is information on their bid:

Barnhill Contracting Company P.O. Box 30097 Raleigh, NC 27622	
Bid Amount (Bid Items 1 through 107):	\$1,552,228.53

It is recommended the Town of Clayton award the East Front St. Extension project to Barnhill Contracting Co. based on the Bid received in the amount of \$1,552,228.53.

If there are any questions, or if additional information is needed, please do not hesitate to contact us.

Sincerely,

**AECOM Technical Services of North Carolina, Inc.**



Kevin J. Van Metre, P.E.  
Project Engineer

Cc: Sreekanth "Sunny" Nandagiri, P.E.  
Project Engineer



TIP # U-3605

### East Front Street Extension

Town of Clayton, NC

### BID OPENING

May 16, 2013  
2:00 P.M.



<u>CONTRACTOR</u>	<u>LICENSE NUMBER</u>	<u>BID BOND</u>	<u>BID AMOUNT</u>
LANIER	18152	<input type="checkbox"/> Certified Check <input checked="" type="checkbox"/> Bid Bond	\$ 1,934,260.80 ✓
FRED SMITH	43848	<input type="checkbox"/> Certified Check <input checked="" type="checkbox"/> Bid Bond	\$ 1,687,581.00 ✓
ST WOOTEN	2835	<input type="checkbox"/> Certified Check <input checked="" type="checkbox"/> Bid Bond	\$ 1,997,969.48 ✓
BARNHILL	3194	<input type="checkbox"/> Certified Check <input checked="" type="checkbox"/> Bid Bond	\$ 1,552,228.53 ✓ <b>LOW BID</b>
PLT	29958	<input type="checkbox"/> Certified Check <input checked="" type="checkbox"/> Bid Bond	\$ 2,025,221.43 ✓
TRIANGLE GRADING & PAVING	17456	<input type="checkbox"/> Certified Check <input checked="" type="checkbox"/> Bid Bond	\$ <del>1,563,856.80</del> X 1,743,856.80
		<input type="checkbox"/> Certified Check <input type="checkbox"/> Bid Bond	\$
		<input type="checkbox"/> Certified Check <input type="checkbox"/> Bid Bond	\$

BLUE INK: RECORDED & READ ALOUD  
AT BID OPENING

BLACK INK: COMPLETED AFTER OPENING  
RED " " " "

Engineer's Estimate = \$2,216,167.00



## U-3605 BID TABULATIONS

I certify this to be true and accurate tabulation of bids as received.  
 BY: KEVIN J. VAN METRE 5/20/13

Client: Town of Clayton, N.C. Project: East Front St. Extension, TIP# U-3605 Bid Opening: 2:00 PM, Thurs. May 16, 2013 Place: Clayton Operations Center Training Room	Barnhill Const. Co. PO Box 30097 Raleigh, NC 27622  5% Bid Bond	Fred Smith Co. 6105 Chapel Hill Rd. Raleigh, NC 27607  5% Bid Bond	Lanier Const. Co. 1505 Browntown Rd. Snow Hill, NC 28580  5% Bid Bond	Triangle Grading & Paving, Inc. PO Drawer 2570 Burlington, NC 27215  5% Bid Bond	Wooten Corp. PO Box 2408 Wilson, NC 27894  5% Bid Bond
<b>AECOM TECHNICAL SERVICES OF NC, INC.</b> <b>RALEIGH, NORTH CAROLINA</b>					

ITEM-DESCRIPTION-MEASURE UNIT	QTY	BID	TOTAL	BID	TOTAL	BID	TOTAL	BID	TOTAL	BID	TOTAL
1. MOBILIZATION (LS)	1	38,000.00	38,000.00	83,500.00	83,500.00	92,000.00	92,000.00	43,000.00	43,000.00	99,850.00	99,850.00
2. SEALING ABANDONED WELLS (EA)	1	2,200.00	2,200.00	2,200.00	2,200.00	2,500.00	2,500.00	2,750.00	2,750.00	2,100.00	2,100.00
3. CLEARING/GRUBBING 3.6 ACRE(S) (LS)	1	35,705.00	35,705.00	118,000.00	118,000.00	35,000.00	35,000.00	48,000.00	48,000.00	222,500.00	222,500.00
4. SUPP. CLEARING/GRUBBING (ACR)	1	1,000.00	1,000.00	1.00	1.00	6,500.00	6,500.00	3,000.00	3,000.00	1.00	1.00
5. UNCLASSIFIED EXCAVATION (CY)	3880	5.00	19,400.00	6.50	25,220.00	8.00	31,040.00	6.60	25,608.00	5.68	22,038.40
6. UNDERCUT EXCAVATION (CY)	1120	11.30	12,656.00	26.00	29,120.00	12.00	13,440.00	11.70	13,104.00	13.09	14,660.80
7. BORROW EXCAVATION (CY)	20300	9.30	188,790.00	6.50	131,950.00	9.50	192,850.00	11.00	223,300.00	6.90	140,070.00
8. DRAINAGE DITCH EXCAVATION (CY)	60	3.85	231.00	10.00	600.00	20.00	1,200.00	3.50	210.00	30.35	1,821.00
9. BERM DITCH CONSTRUCTION (LF)	200	3.85	770.00	5.00	1,000.00	10.00	2,000.00	2.40	480.00	3.75	750.00
10. REMOVAL/EXISTING ASPHALT (SY)	730	2.80	2,044.00	4.60	3,358.00	8.00	5,840.00	5.50	4,015.00	6.40	4,672.00
11. PROOF ROLLING (HR)	4	300.00	1,200.00	140.00	560.00	300.00	1,200.00	100.00	400.00	363.00	1,452.00
12. GEOTEXTILE/SOIL STABILIZATION (SY)	1450	1.80	2,610.00	2.00	2,900.00	2.00	2,900.00	2.10	3,045.00	3.05	4,422.50
13. SELECT MATERIAL, CLASS VI (TON)	190	27.40	5,206.00	26.00	4,940.00	35.00	6,650.00	26.00	4,940.00	36.65	6,963.50
14. FD. COND. MAT./MINOR STRUCTURES (TON)	372	27.40	10,192.80	25.00	9,300.00	32.00	11,904.00	27.50	10,230.00	50.00	18,600.00
15. FD. COND. GEOTEXTILE (SY)	1058	1.80	1,904.40	1.50	1,587.00	3.00	3,174.00	1.80	1,904.40	6.25	6,612.50
16. 15" RC PIPE CULVERTS, CL. III (LF)	172	21.50	3,698.00	24.00	4,128.00	22.00	3,784.00	33.00	5,676.00	31.30	5,383.60
17. 18" RC PIPE CULVERTS, CL. III (LF)	148	25.00	3,700.00	27.00	3,996.00	24.00	3,552.00	36.00	5,328.00	35.10	5,194.80
18. 24" RC PIPE CULVERTS, CL. III (LF)	116	31.30	3,630.80	33.00	3,828.00	29.00	3,364.00	43.00	4,988.00	41.60	4,825.60
19. 30" RC PIPE CULVERTS, CL. III (LF)	36	44.80	1,612.80	52.00	1,872.00	48.00	1,728.00	52.00	1,872.00	54.50	1,962.00
20. 54" RC PIPE CULVERTS, CLASS III (LF)	124	137.00	16,988.00	170.00	21,080.00	176.00	21,824.00	205.00	25,420.00	225.35	27,943.40
21. 15" RC PIPE CULVERTS, CL. IV (LF)	1816	22.60	41,041.60	24.00	43,584.00	24.00	43,584.00	32.00	58,112.00	34.70	63,015.20
22. 18" RC PIPE CULVERTS, CL. IV (LF)	720	25.25	18,180.00	29.00	20,880.00	27.00	19,440.00	38.00	27,360.00	36.75	26,460.00
23. 24" RC PIPE CULVERTS, CL. IV (LF)	108	34.75	3,753.00	42.00	4,536.00	36.00	3,888.00	53.00	5,724.00	47.15	5,092.20
24. 30" RC PIPE CULVERTS, CL. IV (LF)	60	43.70	2,622.00	58.00	3,480.00	56.00	3,360.00	83.00	4,980.00	65.10	3,906.00
25. PIPE REMOVAL (LF)	52	20.00	1,040.00	14.00	728.00	12.00	624.00	19.00	988.00	15.40	800.80

## U-3605 BID TABULATIONS

I certify this to be a true and accurate tabulation of bids as received.  
 BY:  5/20/13

Client: Town of Clayton, N.C. Project: East Front St. Extension, TIP# U-3605 Bid Opening: 2:00 PM, Thurs. May 16, 2013 Place: Clayton Operations Center Training Room	Barnhill Cont. Co. PO Box 30097 Raleigh, NC 27622	Fred Smith Co. 6105 Chapel Hill Rd. Raleigh, NC 27607	Lanier Const. Co. 1505 Browntown Rd. Snow Hill, NC 28580	Triangle Grading & Paving, Inc. PO Drawer 2570 Burlington, NC 27215	S.T. Wooten Corp. PO Box 2408 Wilson, NC 27894
<b>AECOM TECHNICAL SERVICES OF NC, INC. RALEIGH, NORTH CAROLINA</b>	5% Bid Bond	5% Bid Bond	5% Bid Bond	5% Bid Bond	5% Bid Bond

ITEM-DESCRIPTION-MEASURE UNIT	QTY	BID	TOTAL	BID	TOTAL	BID	TOTAL	BID	TOTAL	BID	TOTAL
26. FINE GRADING (19400 SY)(LS)	1	56,277.00	56,277.00	157,500.00	157,500.00	65,000.00	65,000.00	17,600.00	17,600.00	115,500.00	115,500.00
27. AGGREGATE BASE COURSE (TON)	10050	18.20	182,910.00	15.00	150,750.00	22.00	221,100.00	20.00	201,000.00	16.90	169,845.00
28. INCIDENTAL STONE BASE (TON)	1000	15.80	15,800.00	15.00	15,000.00	26.00	26,000.00	27.00	27,000.00	10.50	10,500.00
29. SHOULDER BORROW (CY)	1074	11.25	12,082.50	3.00	3,222.00	17.00	18,258.00	11.00	11,814.00	7.12	7,646.88
30. PRIME COAT (GAL)	1775	3.20	5,680.00	4.00	7,100.00	4.65	8,253.75	2.20	3,905.00	4.95	8,786.25
31. INCIDENTAL MILLING (SY)	20	100.00	2,000.00	56.00	1,120.00	25.00	500.00	22.00	440.00	412.40	8,248.00
32. ASPHALT BASE B25.0B (TON)	20	101.40	2,028.00	70.00	1,400.00	145.00	2,900.00	70.00	1,400.00	117.84	2,356.80
33. ASPHALT INTER. I19.0B (TON)	2195	27.50	60,362.50	23.00	50,485.00	35.00	76,825.00	38.00	83,410.00	46.15	101,299.25
34. ASPHALT SURFACE S9.5B (TON)	3070	28.50	87,495.00	27.00	82,890.00	36.00	110,520.00	42.00	128,940.00	48.64	149,324.80
35. ASPHALT BINDER FOR PLANT MIX (TON)	290	596.00	172,840.00	600.00	174,000.00	720.00	208,800.00	500.00	145,000.00	496.60	144,014.00
36. REINFORCED ENDWALLS (CY)	5	650.00	3,250.00	1,500.00	7,500.00	1,200.00	6,000.00	800.00	4,000.00	895.08	4,475.40
37. MASONRY DRAINAGE STRUCTURES (EA)	38	1,090.00	41,420.00	1,400.00	53,200.00	1,100.00	41,800.00	1,200.00	45,600.00	1,289.00	48,982.00
38. MASONRY DRAINAGE STRUCTURES (LF)	2.92	200.00	584.00	250.00	730.00	400.00	1,168.00	220.00	642.40	265.00	773.80
39. FRAME/GRATING STD 840.16 (EA)	5	354.00	1,770.00	500.00	2,500.00	510.00	2,550.00	390.00	1,950.00	494.50	2,472.50
40. FRAME/GRATE/HOOD 840.03, E (EA)	7	488.00	3,416.00	500.00	3,500.00	580.00	4,060.00	480.00	3,360.00	575.00	4,025.00
41. FRAME/GRATE/HOOD 840.03, F (EA)	12	512.00	6,144.00	500.00	6,000.00	610.00	7,320.00	480.00	5,760.00	575.00	6,900.00
42. FRAME/GRATE/HOOD 840.03, G (EA)	13	512.00	6,656.00	500.00	6,500.00	458.00	5,954.00	480.00	6,240.00	575.00	7,475.00
43. FRAME/COVER 840.54 (EA)	1	238.00	238.00	350.00	350.00	385.00	385.00	320.00	320.00	382.00	382.00
44. 1'-6" CONCRETE CURB/GUTTER (LF)	310	12.50	3,875.00	12.50	3,875.00	25.00	7,750.00	9.80	3,038.00	11.90	3,689.00
45. 2'-6" CONCRETE CURB/GUTTER (LF)	8580	11.60	99,528.00	10.00	85,800.00	16.00	137,280.00	11.75	100,815.00	12.30	105,534.00
46. CONCRETE CURB RAMP (EA)	10	695.00	6,950.00	690.00	6,900.00	975.00	9,750.00	750.00	7,500.00	931.00	9,310.00
47. 5" MONOLITHIC CONC. ISLANDS (SY)	1350	36.00	48,600.00	39.00	52,650.00	52.00	70,200.00	35.00	47,250.00	48.00	64,800.00
48. STEEL BM GUARDRAIL (LF)	137.5	21.00	2,887.50	18.00	2,475.00	27.10	3,726.25	23.50	3,231.25	18.00	2,475.00
49. ADDITIONAL GUARDRAILS POSTS (EA)	5	13.00	65.00	35.00	175.00	11.50	57.50	10.00	50.00	35.00	175.00
50. GUARDRAIL ANCHOR UNITS 350 (EA)	2	2,300.00	4,600.00	2,050.00	4,100.00	2,650.00	5,300.00	2,300.00	4,600.00	2,050.00	4,100.00

Error in Line 27 of Submitted Bid  
Submitted \$21,000.00 on Item 27



## U-3605 BID TABULATIONS

I certify this to be a true and accurate tabulation of bids as received.  
 BY: *Kevin L. Van Meter* 5/20/13

Client: Town of Clayton, N.C. Project: East Front St. Extension, TIP# U-3605 Bid Opening: 2:00 PM, Thurs. May 16, 2013 Place: Clayton Operations Center Training Room	Barnhill Cont. Co. PO Box 30097 Raleigh, NC 27622  5% Bid Bond	Fred Smith Co. 6105 Chapel Hill Rd. Raleigh, NC 27607  5% Bid Bond	Lanier Const. Co. 1505 Browntown Rd. Snow Hill, NC 28580  5% Bid Bond	Triangle Grading & Paving, Inc. PO Drawer 2570 Burlington, NC 27215  5% Bid Bond	S.T. Wooten Corp. PO Box 2408 Wilson, NC 27894  5% Bid Bond
<b>AECOM TECHNICAL SERVICES OF NC, INC.          RALEIGH, NORTH CAROLINA</b>					

ITEM-DESCRIPTION-MEASURE UNIT	QTY	BID	TOTAL								
51. RIP RAP, CL. I (TON)	95	44.60	4,237.00	55.00	5,225.00	60.00	5,700.00	50.00	4,750.00	55.00	5,225.00
52. RIP RAP, CL. B (TON)	30	44.00	1,320.00	55.00	1,650.00	55.00	1,650.00	45.00	1,350.00	54.00	1,620.00
53. GEOTEXTILE FOR DRAINAGE (SY)	595	1.80	1,071.00	1.00	595.00	3.00	1,785.00	1.80	1,071.00	3.79	2,255.05
54. SEEDING/MULCHING (PERMANENT)(ACR)	4	1,700.00	6,800.00	1,780.00	7,120.00	2,500.00	10,000.00	1,950.00	7,800.00	1,780.00	7,120.00
55. HANDRAIL (LF)	300	40.00	12,000.00	40.00	12,000.00	50.00	15,000.00	65.00	19,500.00	40.00	12,000.00
56. 6" STAMPED CONCRETE (SY)	475	45.00	21,375.00	84.00	39,900.00	125.00	59,375.00	75.00	35,625.00	45.00	21,375.00
57. TEMPORARY SILT FENCE (LF)	7120	1.90	13,528.00	2.50	17,800.00	2.25	16,020.00	1.80	12,816.00	1.80	12,816.00
58. EROSION CONTROL STONE, CL. A (TON)	190	42.50	8,075.00	40.00	7,600.00	42.00	7,980.00	50.00	9,500.00	44.75	8,502.50
59. EROSION CONTROL STONE, CLASS B (TON)	530	41.00	21,730.00	25.00	13,250.00	47.00	24,910.00	45.00	23,850.00	45.00	23,850.00
60. SEDIMENT CONTROL STONE (TON)	480	35.40	16,992.00	20.00	9,600.00	38.00	18,240.00	33.00	15,840.00	38.00	18,240.00
61. TEMPORARY MULCHING (ACR)	16.5	900.00	14,850.00	200.00	3,300.00	775.00	12,787.50	900.00	14,850.00	880.00	14,520.00
62. SEED FOR TEMPORARY SEEDING (LB)	600	3.50	2,100.00	2.00	1,200.00	5.00	3,000.00	4.00	2,400.00	4.00	2,400.00
63. FERTILIZER FOR TEMPORARY SEEDING (TON)	3.3	1,000.00	3,300.00	500.00	1,650.00	900.00	2,970.00	1,325.00	4,372.50	880.00	2,904.00
64. TEMPORARY SLOPE DRAINS (LF)	325	15.00	4,875.00	25.00	8,125.00	15.00	4,875.00	15.30	4,972.50	19.00	6,175.00
65. SAFETY FENCE (LF)	100	1.40	140.00	5.00	500.00	4.00	400.00	1.80	180.00	1.80	180.00
66. SILT EXCAVATION (CY)	1930	5.60	10,808.00	3.00	5,790.00	5.50	10,615.00	6.50	12,545.00	2.00	3,860.00
67. MATTING FOR EROSION CONTROL (SY)	2090	1.50	3,135.00	1.25	2,612.50	2.00	4,180.00	2.20	4,598.00	1.30	2,717.00
68. COIR FIBER MAT (SY)	60	3.00	180.00	6.00	360.00	7.00	420.00	3.50	210.00	5.00	300.00
69. 1/4" HARDWARE CLOTH (LF)	1025	3.75	3,843.75	3.10	3,177.50	5.00	5,125.00	2.40	2,460.00	3.10	3,177.50
70. SPECIAL STILLING BASINS (EA)	2	965.00	1,930.00	200.00	400.00	750.00	1,500.00	300.00	600.00	485.00	970.00
71. WATTLE (LF)	70	7.50	525.00	10.00	700.00	10.00	700.00	10.00	700.00	8.00	560.00
72. COIR FIBER WATTLE (LF)	140	8.50	1,190.00	15.00	2,100.00	7.00	980.00	7.00	980.00	15.00	2,100.00
73. POLYACRYLAMIDE (PAM)(LB)	50	7.50	375.00	15.00	750.00	6.00	300.00	20.00	1,000.00	10.00	500.00
74. COIR FIBER BAFFLE (LF)	585	3.50	2,047.50	5.00	2,925.00	6.00	3,510.00	5.00	2,925.00	5.00	2,925.00
75. 1-1/2" SKIMMER (EA)	7	545.00	3,815.00	700.00	4,900.00	2,000.00	14,000.00	810.00	5,670.00	2,400.00	16,800.00



## U-3605 BID TABULATIONS

I certify this to be a true and accurate tabulation of bids as received.  
 BY: MEVIN J. VAN METRE 5/20/13

Client: Town of Clayton, N.C. Project: East Front St. Extension, TIP# U-3605 Bid Opening: 2:00 PM, Thurs. May 16, 2013 Place: Clayton Operations Center Training Room	Barnhill Cont. Co. PO Box 30097 Raleigh, NC 27622	Fred Smith Co. 6105 Chapel Hill Rd. Raleigh, NC 27607	Lanier Const. Co. 1505 Browntown Rd. Snow Hill, NC 28580	Triangle Grading & Paving, Inc. PO Drawer 2570 Burlington, NC 27215	S.T. Wooten Corp. PO Box 2408 Wilson, NC 27894
<b>AECOM TECHNICAL SERVICES OF NC, INC.</b> <b>RALEIGH, NORTH CAROLINA</b>	5% Bid Bond	5% Bid Bond	5% Bid Bond	5% Bid Bond	5% Bid Bond

ITEM-DESCRIPTION-MEASURE UNIT	QTY	BID	TOTAL	BID	TOTAL	BID	TOTAL	BID	TOTAL	BID	TOTAL
76. SEEDING AND MULCHING (TEMPORARY)(ACR)	18	1,300.00	23,400.00	200.00	3,600.00	1,800.00	32,400.00	1,110.00	19,980.00	1,256.00	22,608.00
77. MOWING (ACR)	12	70.00	840.00	80.00	960.00	300.00	3,600.00	135.00	1,620.00	80.00	960.00
78. SEED FOR REPAIR SEEDING (LF)	200	5.00	1,000.00	5.00	1,000.00	5.50	1,100.00	6.25	1,250.00	12.00	2,400.00
79. FERTILIZER FOR REPAIR SEEDING (TON)	0.5	1,000.00	500.00	900.00	450.00	1,000.00	500.00	1,400.00	700.00	980.00	490.00
80. SEED FOR SUPPLEMENTAL SEEDING (LB)	425	5.00	2,125.00	4.00	1,700.00	5.00	2,125.00	5.00	2,125.00	4.00	1,700.00
81. FERTILIZER TOPDRESSING (TON)	12.5	1,000.00	12,500.00	200.00	2,500.00	850.00	10,625.00	1,180.00	14,750.00	880.00	11,000.00
82. IMPERVIOUS DIKE (LF)	15	225.00	3,375.00	150.00	2,250.00	75.00	1,125.00	64.10	961.50	85.00	1,275.00
83. SPECIALIZED HAND MOWING (MHR)	10	55.00	550.00	60.00	600.00	45.00	450.00	28.00	280.00	60.00	600.00
84. RESPONSE FOR EROSION CONTROL (EA)	19	125.00	2,375.00	300.00	5,700.00	250.00	4,750.00	150.00	2,850.00	388.00	7,372.00
85. THERMO PVMNT. LINES(4" 90 MILS)(LF)	374	0.50	187.00	0.50	187.00	0.70	261.80	0.50	187.00	0.50	187.00
86. THERMO PVMNT. LINES(4"120 MILS)(LF)	9220	0.60	5,532.00	0.60	5,532.00	0.75	6,915.00	0.60	5,532.00	0.60	5,532.00
87. THERMO PVMNT. LINES(8" 90 MILS)(LF)	90	3.00	270.00	3.00	270.00	3.50	315.00	3.00	270.00	3.00	270.00
88. THERMO PVMNT. LINES(12" 1200 MILS)(LF)	38	5.00	190.00	5.00	190.00	5.75	218.50	5.00	190.00	5.00	190.00
89. THERMO PVMNT. LINES(24" 120 MILS)(LF)	270	8.00	2,160.00	8.00	2,160.00	6.90	1,863.00	8.00	2,160.00	8.00	2,160.00
90. THERMO PVMNT. SYMBOL (90 MILS)(LF)	28	100.00	2,800.00	100.00	2,800.00	167.00	4,676.00	100.00	2,800.00	100.00	2,800.00
91. PERMANENT RAISED PVMNT. MARKERS (EA)	119	5.00	595.00	5.00	595.00	11.50	1,368.50	5.00	595.00	5.00	595.00
92. CONTRACTOR FURNISHED, TYPE E SIGN (SF)	91.5	10.75	983.63	14.00	1,281.00	16.00	1,464.00	13.50	1,235.25	13.50	1,235.25
93. SUPPORTS, 3-LB STEEL U-CHANNEL (LF)	169	4.75	802.75	6.00	1,014.00	7.00	1,183.00	6.00	1,014.00	6.00	1,014.00
94. SIGN ERECTION, TYPE E (EA)	13	75.00	975.00	80.00	1,040.00	75.00	975.00	65.00	845.00	65.00	845.00
95. TEMPORARY TRAFFIC CONTROL (LS)	1	11,702.00	11,702.00	1,000.00	1,000.00	5,500.00	5,500.00	22,400.00	22,400.00	11,100.00	11,100.00
96. ASPHALT PLANT MIX, PAVEMENT REPAIR (TON)	1	300.00	300.00	385.00	385.00	210.00	210.00	175.00	175.00	845.00	845.00
97. ELECTRICAL DUCT, TYPE SCH 40 PVC, SIZE 4" (LF)	1880	10.90	20,492.00	9.00	16,920.00	11.30	21,244.00	15.00	28,200.00	9.80	18,424.00
98. ELECTRICAL DUCT, TYPE SCH 40 PVC, SIZE 6" (LF)	164	13.00	2,132.00	10.00	1,640.00	13.75	2,255.00	18.00	2,952.00	11.90	1,951.60
99. 2" WATER LINE (TYPE K COPPER)(LF)	46	36.00	1,656.00	50.00	2,300.00	30.00	1,380.00	43.00	1,978.00	46.50	2,139.00
100. 6" WATER LINE (DI)(LF)	46	40.00	1,840.00	90.00	4,140.00	125.00	5,750.00	84.00	3,864.00	58.00	2,668.00



## U-3605 BID TABULATIONS

I certify this to be a true and accurate tabulation of bids as received.  
 BY: *[Signature]* 5/20/13

Client: Town of Clayton, N.C. Project: East Front St. Extension, TIP# U-3605 Bid Opening: 2:00 PM, Thurs. May 16, 2013 Place: Clayton Operations Center Training Room		Barnhill Cont. Co. PO Box 30097 Raleigh, NC 27622		Fred Smith Co. 6105 Chapel Hill Rd. Raleigh, NC 27607		Lanier Const. Co. 1505 Browntown Rd. Snow Hill, NC 28580		Triangle Grading & Paving, Inc. PO Drawer 2570 Burlington, NC 27215		S.T. Wooten Corp. PO Box 2408 Wilson, NC 27894	
AECOM TECHNICAL SERVICES OF NC, INC. RALEIGH, NORTH CAROLINA		5% Bid Bond		5% Bid Bond		5% Bid Bond		5% Bid Bond		5% Bid Bond	
ITEM-DESCRIPTION-MEASURE UNIT	QT'Y	BID	TOTAL	BID	TOTAL	BID	TOTAL	BID	TOTAL	BID	TOTAL
101. 8" WATER LINE (DI)(LF)	90	44.00	3,960.00	100.00	9,000.00	135.00	12,150.00	69.00	6,210.00	61.00	5,490.00
102. 6" VALVE (EA)	1	2,500.00	2,500.00	1,300.00	1,300.00	725.00	725.00	1,250.00	1,250.00	950.00	950.00
103. 12" VALVE (EA)	1	4,800.00	4,800.00	2,799.00	2,799.00	2,500.00	2,500.00	4,200.00	4,200.00	3,600.00	3,600.00
104. 6" FORCE MAIN SEWER (LF)	416	40.00	16,640.00	70.00	29,120.00	35.00	14,560.00	60.00	24,960.00	49.35	20,529.60
105. 8" FORCE MAIN SEWER (LF)	130	44.00	5,720.00	135.00	17,550.00	40.00	5,200.00	98.00	12,740.00	100.40	13,052.00
106. ABANDON 8" UTILITY PIPE (LF)	128	25.00	3,200.00	16.00	2,048.00	12.00	1,536.00	12.00	1,536.00	5.00	640.00
107. 16" ENCASEMENT PIPE (LF)	82	125.00	10,250.00	125.00	10,250.00	55.00	4,510.00	51.00	4,182.00	74.00	6,068.00
<b>TOTAL PRICE BID - ITEMS 1 - 107</b>			<b>1,552,228.53</b>		<b>1,687,581.00</b>		<b>1,934,260.80</b>		<b>1,743,856.80</b>		<b>1,997,969.48</b>

Submitted Bid of \$1,563,856.80  
 Contained Error from Item 27



## U-3605 BID TABULATIONS

I certify this to be a true and accurate tabulation of bids as received.  
 BY: [Signature] 5/20/13

Client: Town of Clayton, N.C. Project: East Front St. Extension, TIP# U-3605 Bid Opening: 2:00 PM, Thurs. May 16, 2013 Place: Clayton Operations Center Training Room	PLT Const. Co. 5676 Thompson Chapel Ch Rd Wilson, NC 27896		ENGINEER'S OPINION OF PROBABLE COST Prepared By AECOM		
<b>AECOM TECHNICAL SERVICES OF NC, INC.</b> <b>RALEIGH, NORTH CAROLINA</b>		5% Bid Bond			

ITEM-DESCRIPTION-MEASURE UNIT	QTY	BID	TOTAL	BID	TOTAL	BID	TOTAL	BID	TOTAL	BID	TOTAL
1. MOBILIZATION (LS)	1	100,000.00	100,000.00	-	-	250,000.00	250,000.00	-	-	-	-
2. SEALING ABANDONED WELLS (EA)	1	11,128.00	11,128.00	-	-	1500.00	1,500.00	-	-	-	-
3. CLEARING/GRUBBING 3.6 ACRES(S) (LS)	1	165,000.00	165,000.00	-	-	20000.00	20,000.00	-	-	-	-
4. SUPP. CLEARING/GRUBBING (ACR)	1	9,500.00	9,500.00	-	-	4500.00	4,500.00	-	-	-	-
5. UNCLASSIFIED EXCAVATION (CY)	3880	14.45	56,066.00	-	-	8.00	31,040.00	-	-	-	-
6. UNDERCUT EXCAVATION (CY)	1120	10.65	11,928.00	-	-	25.80	28,896.00	-	-	-	-
7. BORROW EXCAVATION (CY)	20300	8.90	180,670.00	-	-	20.00	406,000.00	-	-	-	-
8. DRAINAGE DITCH EXCAVATION (CY)	60	15.25	915.00	-	-	4.50	270.00	-	-	-	-
9. BERM DITCH CONSTRUCTION (LF)	200	11.55	2,310.00	-	-	2.50	500.00	-	-	-	-
10. REMOVAL/EXISTING ASPHALT (SY)	730	6.55	4,781.50	-	-	3.00	2,190.00	-	-	-	-
11. PROOF ROLLING (HR)	4	174.85	699.40	-	-	185.00	740.00	-	-	-	-
12. GEOTEXTILE/SOIL STABILIZATION (SY)	1450	2.75	3,987.50	-	-	2.00	2,900.00	-	-	-	-
13. SELECT MATERIAL, CLASS VI (TON)	190	38.35	7,286.50	-	-	38.00	7,220.00	-	-	-	-
14. FD. COND. MAT./MINOR STRUCTURES (TON)	372	19.00	7,068.00	-	-	32.00	11,904.00	-	-	-	-
15. FD. COND. GEOTEXTILE (SY)	1058	2.25	2,380.50	-	-	1.75	1,851.50	-	-	-	-
16. 15" RC PIPE CULVERTS, CL. III (LF)	172	21.00	3,612.00	-	-	22.00	3,784.00	-	-	-	-
17. 18" RC PIPE CULVERTS, CL. III (LF)	148	25.00	3,700.00	-	-	25.00	3,700.00	-	-	-	-
18. 24" RC PIPE CULVERTS, CL. III (LF)	116	31.00	3,596.00	-	-	27.00	3,132.00	-	-	-	-
19. 30" RC PIPE CULVERTS, CL. III (LF)	36	45.00	1,620.00	-	-	38.00	1,368.00	-	-	-	-
20. 54" RC PIPE CULVERTS, CLASS III (LF)	124	155.00	19,220.00	-	-	115.00	14,260.00	-	-	-	-
21. 15" RC PIPE CULVERTS, CL. IV (LF)	1816	22.00	39,952.00	-	-	28.00	50,848.00	-	-	-	-
22. 18" RC PIPE CULVERTS, CL. IV (LF)	720	27.00	19,440.00	-	-	32.50	23,400.00	-	-	-	-
23. 24" RC PIPE CULVERTS, CL. IV (LF)	108	35.00	3,780.00	-	-	42.00	4,536.00	-	-	-	-
24. 30" RC PIPE CULVERTS, CL. IV (LF)	60	52.00	3,120.00	-	-	62.00	3,720.00	-	-	-	-
25. PIPE REMOVAL (LF)	52	10.00	520.00	-	-	9.00	468.00	-	-	-	-



## U-3605 BID TABULATIONS

I certify this to be a true and accurate tabulation of bids as received.  
 BY: [Signature] 5/29/13

Client: Town of Clayton, N.C. Project: East Front St. Extension, TIP# U-3605 Bid Opening: 2:00 PM, Thurs. May 16, 2013 Place: Clayton Operations Center Training Room	PLT Const. Co. 5676 Thompson Chapel Ch Rd Wilson, NC 27896		ENGINEER'S OPINION OF PROBABLE COST Prepared By AECOM		
<b>AECOM TECHNICAL SERVICES OF NC, INC.</b> <b>RALEIGH, NORTH CAROLINA</b>		5% Bid Bond			

ITEM-DESCRIPTION-MEASURE UNIT	QTY	BID	TOTAL	BID	TOTAL	BID	TOTAL	BID	TOTAL	BID	TOTAL
26. FINE GRADING (19400 SY)(LS)	1	159,607.50	159,607.50	-	-	60,000.00	60,000.00	-	-	-	-
27. AGGREGATE BASE COURSE (TON)	10050	17.80	178,890.00	-	-	13.50	135,675.00	-	-	-	-
28. INCIDENTAL STONE BASE (TON)	1000	24.95	24,950.00	-	-	30.00	30,000.00	-	-	-	-
29. SHOULDER BORROW (CY)	1074	14.40	15,465.60	-	-	2.00	2,148.00	-	-	-	-
30. PRIME COAT (GAL)	1775	5.00	8,875.00	-	-	4.75	8,431.25	-	-	-	-
31. INCIDENTAL MILLING (SY)	20	94.00	1,880.00	-	-	10.00	200.00	-	-	-	-
32. ASPHALT BASE B25.0B (TON)	20	120.00	2,400.00	-	-	50.00	1,000.00	-	-	-	-
33. ASPHALT INTER. I19.0B (TON)	2195	36.00	79,020.00	-	-	32.75	71,886.25	-	-	-	-
34. ASPHALT SURFACE S9.5B (TON)	3070	40.00	122,800.00	-	-	32.00	98,240.00	-	-	-	-
35. ASPHALT BINDER FOR PLANT MIX (TON)	290	642.55	186,339.50	-	-	475.00	137,750.00	-	-	-	-
36. REINFORCED ENDWALLS (CY)	5	800.00	4,000.00	-	-	980.00	4,900.00	-	-	-	-
37. MASONRY DRAINAGE STRUCTURES (EA)	38	950.00	36,100.00	-	-	1,100.00	41,800.00	-	-	-	-
38. MASONRY DRAINAGE STRUCTURES (LF)	2.92	200.00	584.00	-	-	195.00	569.40	-	-	-	-
39. FRAME/GRATING STD 840.16 (EA)	5	495.00	2,475.00	-	-	460.00	2,300.00	-	-	-	-
40. FRAME/GRATE/HOOD 840.03, E (EA)	7	530.00	3,710.00	-	-	500.00	3,500.00	-	-	-	-
41. FRAME/GRATE/HOOD 840.03, F (EA)	12	540.00	6,480.00	-	-	500.00	6,000.00	-	-	-	-
42. FRAME/GRATE/HOOD 940.03, G (EA)	13	540.00	7,020.00	-	-	510.00	6,630.00	-	-	-	-
43. FRAME/COVER 840.54 (EA)	1	375.00	375.00	-	-	315.00	315.00	-	-	-	-
44. 1'-6" CONCRETE CURB/GUTTER (LF)	310	8.77	2,718.70	-	-	11.00	3,410.00	-	-	-	-
45. 2'-6" CONCRETE CURB/GUTTER (LF)	8580	10.05	86,229.00	-	-	13.00	111,540.00	-	-	-	-
46. CONCRETE CURB RAMP (EA)	10	975.00	9,750.00	-	-	975.00	9,750.00	-	-	-	-
47. 5" MONOLITHIC CONC. ISLANDS (SY)	1350	30.42	41,067.00	-	-	50.00	67,500.00	-	-	-	-
48. STEEL BM GUARDRAIL (LF)	137.5	18.00	2,475.00	-	-	15.00	2,062.50	-	-	-	-
49. ADDITIONAL GUARDRAILS POSTS (EA)	5	35.00	175.00	-	-	12.50	62.50	-	-	-	-
50. GUARDRAIL ANCHOR UNITS 350 (EA)	2	2,050.00	4,100.00	-	-	1,700.00	3,400.00	-	-	-	-



## U-3605 BID TABULATIONS

I certify this to be a true and accurate tabulation of bids as received.  
 BY: J. Van Metre 5/20/13

Client: Town of Clayton, N.C. Project: East Front St. Extension, TIP# U-3605 Bid Opening: 2:00 PM, Thurs. May 16, 2013 Place: Clayton Operations Center Training Room				PLT Const. Co. 5676 Thompson Chapel Ch Rd Wilson, NC 27896				ENGINEER'S OPINION OF PROBABLE COST Prepared By AECOM							
<b>AECOM TECHNICAL SERVICES OF NC, INC.</b> <b>RALEIGH, NORTH CAROLINA</b>				5% Bid Bond											
ITEM-DESCRIPTION-MEASURE UNIT		QTY	BID	TOTAL	BID	TOTAL	BID	TOTAL	BID	TOTAL	BID	TOTAL			
51. RIP RAP, CL. I (TON)		95	47.30	4,493.50		-	37.00	3,515.00		-		-			
52. RIP RAP, CL. B (TON)		30	46.20	1,386.00		-	35.00	1,050.00		-		-			
53. GEOTEXTILE FOR DRAINAGE (SY)		595	3.35	1,993.25		-	1.90	1,130.50		-		-			
54. SEEDING/MULCHING (PERMANENT)(ACR)		4	3,650.00	14,600.00		-	1,650.00	6,600.00		-		-			
55. HANDRAIL (LF)		300	54.00	16,200.00		-	110.00	33,000.00		-		-			
56. 6" STAMPED CONCRETE (SY)		475	125.00	59,375.00		-	95.00	45,125.00		-		-			
57. TEMPORARY SILT FENCE (LF)		7120	1.80	12,816.00		-	2.00	14,240.00		-		-			
58. EROSION CONTROL STONE, CL. A (TON)		190	46.20	8,778.00		-	34.00	6,460.00		-		-			
59. EROSION CONTROL STONE, CLASS B (TON)		530	46.20	24,486.00		-	35.00	18,550.00		-		-			
60. SEDIMENT CONTROL STONE (TON)		480	40.10	19,248.00		-	32.50	15,600.00		-		-			
61. TEMPORARY MULCHING (ACR)		16.5	880.00	14,520.00		-	410.00	6,765.00		-		-			
62. SEED FOR TEMPORARY SEEDING (LB)		600	4.00	2,400.00		-	2.25	1,350.00		-		-			
63. FERTILIZER FOR TEMPORARY SEEDING (TON)		3.3	880.00	2,904.00		-	620.00	2,015.00		-		-			
64. TEMPORARY SLOPE DRAINS (LF)		325	16.20	5,265.00		-	15.00	4,875.00		-		-			
65. SAFETY FENCE (LF)		100	1.80	180.00		-	2.50	250.00		-		-			
66. SILT EXCAVATION (CY)		1930	10.30	19,879.00		-	6.00	11,580.00		-		-			
67. MATTING FOR EROSION CONTROL (SY)		2090	1.25	2,612.50		-	2.00	4,180.00		-		-			
68. COIR FIBER MAT (SY)		60	5.00	300.00		-	4.50	270.00		-		-			
69. 1/4" HARDWARE CLOTH (LF)		1025	3.10	3,177.50		-	4.75	4,868.75		-		-			
70. SPECIAL STILLING BASINS (EA)		2	1,141.00	2,282.00		-	5.25	10.50		-		-			
71. WATTLE (LF)		70	8.00	560.00		-	5.25	367.50		-		-			
72. COIR FIBER WATTLE (LF)		140	15.00	2,100.00		-	9.25	1,295.00		-		-			
73. POLYACRYLAMIDE (PAM)(LB)		50	10.00	500.00		-	7.50	375.00		-		-			
74. COIR FIBER BAFFLE (LF)		585	5.00	2,925.00		-	4.25	2,486.25		-		-			
75. 1-1/2" SKIMMER (EA)		7	1,300.40	9,102.80		-	775.00	5,425.00		-		-			





## U-3605 BID TABULATIONS

I certify this to be a true and accurate tabulation of bids as received.  
 BY: KEVIN VAN METRE 5/29/13

Client: Town of Clayton, N.C. Project: East Front St. Extension, TIP# U-3605 Bid Opening: 2:00 PM, Thurs. May 16, 2013 Place: Clayton Operations Center Training Room	PLT Const. Co. 5676 Thompson Chapel Ch Rd Wilson, NC 27896  5% Bid Bond		ENGINEER'S OPINION OF PROBABLE COST Prepared By AECOM		
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ITEM-DESCRIPTION-MEASURE UNIT	QTY	BID	TOTAL	BID	TOTAL	BID	TOTAL	BID	TOTAL	BID	TOTAL
101. 8" WATER LINE (DI)(LF)	90	95.00	8,550.00		-	60.00	5,400.00		-		-
102. 6" VALVE (EA)	1	800.00	800.00		-	1,200.00	1,200.00		-		-
103. 12" VALVE (EA)	1	2,200.00	2,200.00		-	1,800.00	1,800.00		-		-
104. 6" FORCE MAIN SEWER (LF)	416	45.00	18,720.00		-	25.00	10,400.00		-		-
105. 8" FORCE MAIN SEWER (LF)	130	70.00	9,100.00		-	50.00	6,500.00		-		-
106. ABANDON 8" UTILITY PIPE (LF)	128	6.00	768.00		-	5.50	704.00		-		-
107. 16" ENCASEMENT PIPE (LF)	82	100.00	8,200.00		-	100.00	8,200.00		-		-
<b>TOTAL PRICE BID - ITEMS 1 - 107</b>			<b>2,025,221.23</b>		<b>-</b>		<b>2,074,635.69</b>		<b>-</b>		<b>-</b>

Note: Engineer's Opinion of Probable Cost Updated to Reflect Field Office Eliminated and the Addition of Sealing Abandoned Well item. Also, No 5% Contingency included in Comparison.

**TOWN OF CLAYTON  
RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF  
OF THE TOWN OF CLAYTON A CONTRACT AND ANY CHANGE  
ORDERS WITHIN THE BUDGETED AMOUNT WITH BARNHILL  
CONTRACTING COMPANY FOR THE PROJECT KNOWN AS THE EAST  
FRONT STREET EXTENSION PROJECT**

**WHEREAS**, the Clayton Town Council desires to work cooperatively with the North Carolina Department of Transportation on the project known as the East Front Street Extension Project (U-3605); and

**WHEREAS**, the East Front Street Extension Project will improve mobility for Clayton residents and visitors; and

**WHEREAS**, the East Front Street Extension Project is funded in part by the North Carolina Department of Transportation and all project expenditures beyond the Municipal Agreement approved amount of \$1,296,000 will be considered part of Clayton's Local Match.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF CLAYTON THAT:**

The Mayor of the Town of Clayton is hereby authorized to execute on behalf of the Town of Clayton the attached contract with Barnhill Contracting Company in the amount of \$1,552,228.53 and any change orders within the budgeted amount for the East Front Street Extension Project pending concurrence by the North Carolina Department of Transportation.

Duly adopted by the Clayton Town Council this 3rd day of June 2013 while in regular session.

**ATTEST:**

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Sherry L. Scoggins, MMC  
Town Clerk

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Jody L. McLeod  
Mayor

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

Agenda Item: 6d

Meeting Date: 6/03/13

**TITLE: RESOLUTION AUTHORIZING DONATION OF A 1980 FORKLIFT  
DECLARED AS SURPLUS.**

**DESCRIPTION: At its May 20, 2013, Council meeting, Council approved the  
resolution authorizing notice of a 1980 forklift declared as  
surplus.**

**The attached resolution acknowledges the public notice and  
Council authorization to surplus the 1980 forklift.**

**RELATED GOAL: Administrative**

**ITEM SUMMARY:**

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
5-20-13	Public notice.	Resolution.
6-03-13	Approval.	Resolution.

**TOWN OF CLAYTON  
RESOLUTION DONATING SURPLUS PROPERTY**

**Whereas**, on April 1, 2013, the Clayton Town Council approved the resolution to auction surplus Town of Clayton equipment, which included a 1980 forklift; and

**Whereas**, the Town of Clayton values the time and talent of the services provided by the volunteers of our non-profits; and

**Whereas**, Flowing Waters World Outreach Center is a food bank providing nourishment to families who are financially challenged and would not otherwise have food; and

**Whereas**, Flowing Waters World Outreach Center receives food from generous sponsors by tractor trailer delivery; and

**Whereas**, Flowing Waters World Outreach Center is challenged to unload the tractor trailer within an allotted time of 30 minutes through the physical labor of its volunteers; and

**Whereas**, Flowing Waters World Outreach Center has expressed an interest in the recently declared surplus 1980 forklift so that it may more efficiently and effectively unload deliveries of food within the allotted time; and

**Whereas**, the Honorable Mayor and Clayton Town Council authorized the public notice of the request for the donation of the 1980 forklift to further the mission of Flowing Waters World Outreach Center, a duly organized non-profit corporation of North Carolina, in accordance with **NC GS 160A-280**.

**Now Therefore**, after the required public notice, the Honorable Mayor and Clayton Town Council do hereby resolve to donate the surplus 1980 forklift to further the mission of Flowing Waters World Outreach Center of serving as a food bank so that it may continue its mission of providing nourishment to families.

Duly adopted by the Clayton Town Council this 3rd of June 2013 while in regular session.

\_\_\_\_\_  
Jody L. McLeod, Mayor

ATTEST:

\_\_\_\_\_  
Sherry L. Scoggins, MMC; Town Clerk

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

Agenda Item: 8c

Meeting Date: 6/03/13

TITLE: TOWN CLERK

DESCRIPTION: Calendar of Events:

- Planning Board Mtg – **TUESDAY**, May 28, 2013 @ 6 PM
- Budget Work Session – Wednesday, May 29, 2013 @ 5 PM at the Clayton Law Enforcement Center in the Training Room located at 315 East Second Street
- MillStock Music & Art Faire – Saturday, June 1, 2013 @ Horne Square from 10 AM to 4 PM
- Sam's Branch Trail Dedication & Unveiling of Butterfly Public Art Project – Sunday, June 2, 2013, @ 3 PM at Sam's Branch Trail, 1357 North O'Neil Street
- Council Mtg – Monday, June 3, 2013 @ 6:30 PM
- Community Shred Event – Thursday, June 6, 2013, from 2:30 PM to 4:30 PM at the Town Square. This event is open to residents on a first come first served with a 2 bag (or box) maximum
- Council Mtg – Monday, June 17, 2013 @ 6:30 PM
- Board of Adjustment Mtg – Wednesday, June 19, 2013 @ 6:00 PM
- Clayton Town Square Concert Series: **The Central Park Band** – Thursday, June 20, 2013 from 7 PM to 9 PM
- Planning Board Mtg – Monday, June 24, 2013 @ 6:00 PM
- Independence Day Holiday – Thursday, July 4, 2013
- Clayton Annual July 4<sup>th</sup> Celebration: Municipal Park, 340 McCullers Drive – activities begin at 4:30 PM and fireworks begin at 9:15 PM
- Filing for Municipal Office opens – Friday, July 5, 2013 @ 12 noon at the Johnston County Board of Elections, 205 South Second Street, Smithfield
- Council Mtg – Monday, July 15, 2013 @ 6:30 PM
- Board of Adjustment Mtg – Wednesday, July 17, 2013 @ 6:00 PM
- Clayton Town Square Concert Series: **Craig Woolard Band** – Thursday, July 18, 2013 from 7 PM to 9 PM
- Filing for Municipal Office closes – Friday, July 19, 2013 @ 12 noon at the Johnston County Board of Elections, 205 South Second Street, Smithfield
- Planning Board Mtg – Monday, July 22, 2013 @ 6:00 PM
- Clayton Town Square Concert Series: **Johnny Orr Band** – Thursday, August 15, 2013 from 7 PM to 9 PM
- Labor Day Holiday – Monday, September 2, 2013
- 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
- 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
- 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
- Thanksgiving Holiday – Thursday, November 28, 2013 & Friday, November 29, 2013
- Christmas Holiday – Tuesday, December 24, 2013; Wednesday, December 25, 2013; & Thursday, December 26, 2013

Date:  
6-03-13

Action:  
N/A.

Info. Provided:  
Calendar of Events.