

Jody L. McLeod
MAYOR

Bruce Thompson
TOWN ATTORNEY

Steve Biggs
TOWN MANAGER



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

Michael Grannis
MAYOR PRO TEM

TOWN COUNCIL MEETING

MAY 20, 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. SCOGGINS, TOWN CLERK
BRUCE THOMPSON II, TOWN ATTORNEY**

AGENDA
THE WORK SESSION MEETING OF THE CLAYTON TOWN COUNCIL

MONDAY, MAY 20, 2013
6:30 PM

THE CLAYTON CENTER
COUNCIL CHAMBERS

1. **CALL TO ORDER**
Pledge of Allegiance & Invocation – Mayor Jody L. McLeod
2. **ADJUSTMENT OF THE AGENDA**
3. **ACTION AGENDA**
 - a. Draft minutes from the May 6, 2013, regular Council meeting.
 - b. 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
4. **INTRODUCTIONS AND SPECIAL PRESENTATIONS**
 - a. Introduction of new Town of Clayton employee(s).
 - b. Presentation of temporary street closure request for the Clayton Harvest & Music Festival.
5. **ITEMS SCHEDULED FOR THE REGULAR MEETING AGENDA**
 - a. Presentation of text amendment to Chapter 155, Section 402 of the Town of Clayton Unified Development Code.
 - b. Presentation of preliminary subdivision request SUB 2013-08 located at Corbett Road and US 70 HWY Bypass.
 - c. Presentation of Inter-Local Agreement for Provision of Fire Service with Johnston County.
 - d. Presentation of audit contract with Anderson Smith & Wike PLLC for fiscal year 2012-2013.
 - e. Presentation of resolution donating surplus property.
6. **ITEMS CONTINGENT FOR THE REGULAR MEETING**
7. **ITEMS FOR DISCUSSION**
 - a. Resolution of request for improvements to emergency access road.

8. **OLD BUSINESS**
 - a. **Status of 110 West Front Street, Former Red & White Store.**

9. **STAFF REPORTS**
 - a. **Town Manager**
 - b. **Town Attorney**
 - c. **Town Clerk**
 - **Calendar of Events**
 - d. **Other Staff**

10. **OTHER BUSINESS**
 - a. **Informal Discussion & Public Comment.**
 - b. **Council Comments.**

11. **ADJOURNMENT**

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

Agenda Item: 3a

Meeting Date: 5/20/13

TITLE: DRAFT MINUTES FROM THE MAY 6, 2013, REGULAR COUNCIL MEETING.

DESCRIPTION: Minutes.

RELATED GOAL: Administrative

ITEM SUMMARY:

Date:

Action:

Info. Provided:

5-20-13

Approval.

DRAFT 5/6/13 minutes.

**MINUTES
CLAYTON TOWN COUNCIL
MAY 06, 2013**

The first regular meeting of the Clayton Town Council for the month of May was held on Monday, May 06, 2013, at 6:30 PM at Town Hall, 111 East Second Street.

PRESENT: Mayor Jody L. McLeod, Mayor Pro Tem Michael Grannis, Councilman Bob Satterfield, Councilman Art Holder, and Councilman Jason Thompson.

ABSENT: Councilman R.S. "Butch" Lawter Jr.

ALSO PRESENT: Steve Biggs, Town Manager; Katherine Ross, Town Attorney; Sherry Scoggins, Town Clerk; Nancy Medlin, Deputy Town Manager; David DeYoung, Planning Director; Robert McKie, Finance Director; Stacy Beard, Public Information Officer; Tommy Roy, Information Services Technician.

ITEM 1. CALL TO ORDER

Mayor McLeod called the meeting to order at 6:34 PM. Mayor McLeod led the Pledge of Allegiance and gave the invocation.

ITEM 2. ADJUSTMENT OF THE AGENDA

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

ITEM 3. ACTION AGENDA

Councilman Holder motioned to approve the action agenda as presented; Councilman Thompson seconded the motion. The motion carried 4-0 at 6:35 PM with the following action agenda items being approved:

- Item 3a. Draft minutes from April 15, 2013, work session; April 15, 2013, closed session; and April 1, 2013, closed session.
- Item 3b. Community Shred Event – Thursday, June 6, 2013, from 2:30 PM to 4:30 PM, Town Square Parking lot.
- Item 3c. Background Check Policy.
- Item 3d. Meter Tampering Fees.
- Item 3e. Warranty acceptance for public water, sewer, and associated storm drainage utilities for Spring Branch Commercial Subdivision, Phase 1.

ITEM 4. INTRODUCTIONS AND SPECIAL PRESENTATIONS

Item 4a. Presentation of Certificate of Achievement for Excellence in Financial Reporting (CAFR) for fiscal year ended June 30, 2012.

Town Manager Steve Biggs provided background for the Certificate of Achievement for Excellence in Financial Reporting (CAFR).

Finance Director Robert McKie provided an overview of the CAFR process.

Mayor Pro Tem Grannis stated his appreciation to Mr. McKie and Town team for this achievement.

ITEM 5. PUBLIC HEARINGS

Item 5a. Public hearing for planned development district request PDD 2013-05, revision to Riverwood Ranch master plan.

Planning Director David DeYoung provided the following PowerPoint, herewith attached as Exhibit A, PDD 2013-05. He provided the following overview:

- Modification to existing master plan for Riverwood Ranch
- Request is a reconfiguration of lot lines, dimensions and future uses
- 266 acre tract
- Originally approved in 2008 and subsequently revised in April 2012
- The 2012 approval included two commercial parcels and two senior housing parcels near the front of the development
- Revision is a combination of the two senior housing parcels and add residential use for Lot 8
- Lots 7, 8, and 9:
 - Lot 7 request is to increase .93 acres, use to remain the same
 - Lot 8 request is to reduce by 2.5 acres, use requested from senior housing to residential
 - Lot 9 request is to reduce by .24 acres, use to remain the same
- Biggest change is the addition of residential
 - Developer may include multi-family on Lot 8
- Class C buffer around the entire planned development district request
- Recreation open space has been met and exceeds the minimum
- Staff is recommending traffic impact analysis be done to take into account the modifications of the development plan prior to the issuance of zoning compliance permit for Lots 6 and 7
 - Purpose is to validate if signal is warranted at Pritchard Road and Riverwood Athletic Club
- Overall development is consistent with the Town's Strategic Growth Plan
- Overall development is consistent with the Town's Unified Development Code

- No new uses are proposed
- Neighborhood meeting held on March 11, 2013, and no opposition expressed to the application
- Recommending approval with the staff recommendations
- Planning Board recommended approval on March 25, 2013

Mayor McLeod opened the public hearing at 6:44 PM and announced anyone wishing to speak to come forward. As no one came forward, Mayor McLeod closed the public hearing at 6:44 PM.

Mayor Pro Tem Grannis motioned to approve the request changing PDD 2013-05 as revised and stated by the Planning Director. Councilman Satterfield seconded the motion. Motion carried 4-0.

Mayor Pro Tem Grannis motioned: THE TOWN COUNCIL OF THE TOWN OF CLAYTON HEREBY STATES PDD-MU 2013-05 is consistent with the Town of Clayton Strategic Growth Plan. Councilman Satterfield seconded the motion. Motion carried 4-0.

Mayor Pro Tem Grannis motioned: THE TOWN COUNCIL OF THE TOWN OF CLAYTON HEREBY STATES that PDD-MU 2013-05 is consistent with the Town of Clayton Strategic Growth Plan and based upon information presented at the public hearing and by the applicant, 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 155.705 (J) of the Unified Development Code of the Town of Clayton, PDD-MU 2013-05 is reasonable and in the public interest. Councilman Holder seconded the motion. Motion carried 4-0.

Item 5b. Evidentiary hearing for preliminary subdivision request SUB 2013-06, for lots 6 – 9 of Riverwood Ranch.

Mayor McLeod announced subdivision application SUB 2013-06 for lots 6-9 of Riverwood Ranch has been noticed for an evidentiary hearing at 6:47 PM. He called upon Town Attorney Ross to explain the rules of procedure.

Town Attorney Katherine Ross introduced the evidentiary hearing procedures used for subdivision application SUB 2013-06. She explained that subdivision applications are different in certain respects from the capacity in which the Town Council normally functions. Ms. Ross stated the Town Council normally functions in a legislative capacity; subdivision application hearings are “quasi-judicial,” which means that the Council would act essentially as a court of law. She stated there is a burden that the applicant of the subdivision application must meet the four findings of fact as found in the Unified Development Code (UDC) of the Town Code of Ordinances. She added anyone

opposed to the application would have to put on evidence of a similar kind, showing the findings of fact have not been met. She stated testimony must be given under oath. She stated all testimony and evidence provided to the Council must be competent and material and substantial. She stated pursuant to the North Carolina General Statutes, competent evidence does not include opinion testimony of lay witnesses on certain matters. She stated hearsay evidence will not be admitted. She stated the Town Council will apply the criteria contained in the Unified Development Code and make its decision based on the evidence and testimony presented at the hearing. She stated following the hearing the Council will make separate motions on the approval of the rezoning and the approval of preliminary plat. She added the Council will take separate votes on each motion. Town Attorney Ross stated her role during the hearing is to monitor all evidence and testimony to ensure that it complies with North Carolina law, the Town's Code of Ordinances and procedures and all other applicable requirements.

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

Planning Director David DeYoung provided the following PowerPoint, herewith attached as Exhibit B, SUB 2012-96. He provided the following overview:

- Lots 6 – 9 are located at the front of the community
- 12 +/- acres
- Land is currently vacant
- Lots 6 & 7 are commercial
- Lot 8 is residential
- Lot 9 is senior apartments
- Development is generally consistent with the Town's Strategic Growth Plan
- Development is consistent with section 155.705 PDD and 155.706 Subdivision
- Applicant has met the findings of fact; incorporated in the agenda packet as Exhibit A (herewith attached and incorporated into the permanent record)
- Neighborhood meeting held on March 11, 2013, and no opposition to the subdivision request received
- Staff recommends approval with the conditions listed within the staff report
- Planning Board recommended approval as presented by staff on March 25, 2013

Mr. Donnie Adams of 404 Swann Trail in Clayton stated he is the engineer for this project.

Mayor McLeod stated if anyone is opposed to this request to come forward. As no one came forward, Mayor McLeod turned the item over to Council for inquiry.

As there was no inquiry by Council, Mayor McLeod called the Council into deliberation at 6:51PM.

Mayor Pro Tem Grannis motioned:

Based on the substantial and competent evidence and testimony presented to the Town Council on this matter, the Council finds and concludes that Subdivision Application **SUB 2013-06**, subject to the conditions recommended by the Planning Board and Planning Staff:

1. Approval of the subdivision is contingent upon approval of the modifications to the Riverwood Ranch Master Plan.
2. Upon final plat, the 20 foot wide greenway easement extending from the property line of the lot and adjacent the riparian corridor, and connecting to the sanitary sewer easement (and then running along the same geography as the sanitary sewer easement to the edge of the property) shall be recorded.
3. Resource conservation areas shall be protected in perpetuity by a binding legal instrument that is recorded with the deed. The instrument for permanent protection shall include clear restrictions on the use of the of resource conservation area. These restrictions shall include all restrictions contained in this section, as well as any further restrictions the applicant chooses to place on the use of the resource conservation areas. Where appropriate, the instrument shall allow for stream or habitat restoration.
4. Development of each lot is subject to site plan review and approval.
5. Development is subject to the requirements and standards set forth in the Riverwood Ranch Planned Development Master Plan.

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

- (1) That the subdivision meets all required specifications of the Town Unified Development Ordinance;
- (2) That the subdivision will not be detrimental to the use or orderly development of other properties in the surrounding area and will not violate the character of existing standards for development of properties in the surrounding area;
- (3) That the subdivision design will provide for the distribution of traffic in a manner that will avoid or mitigate congestion within the immediate area, will provide for the unified and orderly use of or extension of public infrastructure, and will not materially endanger the environment, public health, safety, or the general welfare; and
- (4) That the subdivision will not adversely affect the general plans for the orderly growth and development of the town and is consistent with the planning policies adopted by the Town Council.

Councilman Satterfield seconded the motion. Motion carried 4-0.

Mayor Pro Tem Grannis motioned to approve:

Based upon satisfactory compliance with the above four stated findings and fully contingent upon acceptance and compliance with all conditions as previously noted herein I move to approve Subdivision Application **SUB 2013-06**.

Councilman Holder seconded the motion. Motion carried 4-0.

Item 5c. Public hearing for planned development district request PDD 2013-11, Stallings Station Senior Apartments.

Planning Director David DeYoung provided the following PowerPoint, herewith attached as Exhibit C, PDD 2013-11. He provided the following overview:

- Applicant is requesting rezoning of 3.09 acres for planned development mixed use
- Property located on Shotwell Road and south of US 70 HWY
- Requested approval of a master site plan for a 42 unit senior family apartment complex
- Minor subdivision is required and will be done by staff
- Currently, the entire parcel is designated residential R-10 and the request is to split it so that the project is designated as PDD-MU and the remainder will continue as R-10
- Site is currently vacant
- Proposal is a three story senior apartment complex containing 42 units
- 42 units equates to 13.59 dwelling units per acre
- Maximum height of 50 feet
- Overall site has an impervious surface of 41 percent
- Two access points off of Shotwell Road
 - South access will be a right out only
- Senior apartment facility will have brick, dormers, and siding
- Architecture on all four sides of the structure
- High side of the building will be towards Shotwell Road and parking will be behind the building
- Circular covered entrance for the residents
- Garden plots for the residents
- Large riparian buffer and heavily vegetated and not seen from the rear side
- Applicant is requesting waiver to the Class C buffer
 - Applicant will keep the amount of materials and requests to remove the wall berm
- Application is consistent with the Town's Strategic Growth Plan
- If approved, the rezoning will be consistent with the requirements of the Unified Development Code, subject to the approval of the waiver
- Applicant has done an alternate plan for parking
 - Approved by the Planning Board at its March 25, 2013, meetings

- Staff is recommending approval of the Stalling Station subject to the 11 conditions of approval and the updated waiver request
- Planning Board recommended approval of the request with the conditions and waiver at its March 25, 2013, meeting

Mayor McLeod stated this item has been noticed for public hearing and anyone wishing to speak to come forward at 6:59 PM.

Scott Redinger stated he is a housing consultant attorney with the John H Wellons Foundation who is developing this property. He stated with him are Phil Kiester, project architect, and Jeremy Keene, civil engineer. He stated at the last meeting the Council requested changes to the buffer. He distributed handouts to depict the changes; herewith and attached.

Mr. Jeremy Keene stated they did not want to reduce the number of plantings required. He stated the request is the removal of the wall.

Mr. Phil Kiester stated he is with Tise Kiester Architects. He stated this is a senior development and all the units will be fully handicap accessible. He stated the parking is at the back. He stated on the street side is a terrace.

Mr. Redinger stated the distributed information shows the amended buffer.

Mr. Keene stated the last couple of pages in the handout describe the buffer.

Mr. Keister stated the doctor's office is to the south and there is a proposed retention pond.

Mr. Keene stated that is the south end of the site.

Mr. Keister reviewed each of the pages and sections.

Councilman Satterfield questioned how old the project would be before the trees are that tall.

Mr. Keene stated within a five to ten year range as a medium fast grow tree is used.

Mayor McLeod stated his concern is this is a blank canvas and there is more development coming for this type of senior living. He stated he wants to ensure this is aesthetically pleasing. He stated he still has concerns that it will be five or ten years out before it has a nice appeal to it.

Mr. Redinger stated they try to incorporate various architectural features in the plans and designs to make an attractive building. He stated the side facing Shotwell Road is the back and great efforts were made to include a terrace and the sidewalk. He stated the buffers will over a period of time provide adequate screening from the adjoining properties. He stated the John Wellons Foundation works hard to provide a quality senior product. He stated each unit is type A and fully handicap accessible. He stated the Wellons Foundation has had a history since 1981 to provide affordable housing for senior citizen. He stated the hope is to fund this project.

As no one else came forward to speak on this item, Mayor McLeod closed the public hearing at 7:07 PM.

Mayor Pro Tem Grannis questioned if the caliper of the trees for this proposal are in compliance with the Town's UDO.

Planning Director DeYoung stated that is correct.

Mayor Pro Tem Grannis motioned for approval of wastewater allocation request of 3,240 gpd for this development. Councilman Holder seconded the motion. Motion carried 4-0.

Mayor Pro Tem Grannis motioned to approve the rezoning request (PDD-MU 2013-11) as presented. Councilman Holder seconded the request. Motion carried 4-0.

Mayor Pro Tem Grannis motioned that THE TOWN COUNCIL OF THE TOWN OF CLAYTON HEREBY STATES PDD-MU 2013-11 is consistent with the Town of Clayton Strategic Growth Plan. Councilman Holder seconded the motion. Motion carried 4-0.

Mayor Pro Tem Grannis motioned that THE TOWN COUNCIL OF THE TOWN OF CLAYTON HEREBY STATES that PDD-MU 2013-11 is consistent with the Town of Clayton Strategic Growth Plan and based upon information presented at the public hearing and by the applicant, 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 155.705 (J) of the Unified Development Code of the Town of Clayton, PDD-MU 2013-11 is reasonable and in the public interest. Councilman Holder and Councilman Thompson simultaneously seconded the motion. Motion carried 4-0.

Item 5d. Evidentiary hearing for planned development district request PDD 2013-09, Bristol at Cobblestone.

Mayor McLeod announced subdivision application PDD 2013-09 for Bristol at Cobblestone has been noticed for an evidentiary hearing at 7:11 PM. He stated Town Attorney Ross provided the rules of procedure for an evidentiary hearing earlier (Item 5b, SUB 2013-06).

Town Attorney Katherine Ross stated that a protest petition was received and it is valid. She stated this means a super-majority vote is necessary in order for the rezoning request to pass.

Mayor McLeod called all those wishing to give evidence, whether for or against the planned development district request with subdivision application, to come forward and be sworn in. Town Clerk Sherry Scoggins administered the oath to: David DeYoung, Steve Biggs, Stephen C Greene, Daniel Blackburn, Harvey Montague, Shelia Beach, Andrew Wilson, Janice Sheehan, Jeannette Roberts, Stephanie Duke, Karrie Guck, Amy Ryder Burge, Alice Sanders,

Planning Director David DeYoung provided the following PowerPoint, herewith attached as Exhibit D, PDD 2013-09. He provided the following overview:

- Modifications and updated approval to a previously approved master plan and preliminary subdivision plan for a single family subdivision
- Originally named Pine Grove Subdivision
- Original request approved by Council in 2006
- 94 +/- acre tract
- Currently zoned PDD-R
- Request is an updated approval for PDD-R
- Land is currently vacant
- Proposing 260 units whereas previous approval was 264 units
- Access off of Champion Street
- Traffic Impact Analysis was done as part of the prior approval and that study was approved
- Request is to develop the site in four phases
- Pine Grove Subdivision approval expires May 29, 2013
- Staff requested the applicant to consider going back through the review process because the storm water approval requirements changed
- Biggest change in the plan is the open space areas and the BMPs which are required under the current code
- Applicant is proposing greenways through the communities slated for the second phase
- Applicant is proposing a private recreation area slated for phase one
- Current request includes resource conservation areas of 12.25 acres
- Current request includes recreation and open space

- Current request for wastewater allocation is 66,500 gpd
- Generally consistent with the Town’s Strategic Growth Plan
- Generally consistent with the Town’s Unified Development Code
- Master Plan is generally consistent with the Town’s Unified Development Code
- Major subdivision is consistent with section 155.706
- Applicant has addressed the findings of fact and are included for the record
- Class C buffer is proposed
- Neighborhood meeting on March 13, 2013
 - Concern about traffic
- Staff recommends approval of the modifications and subject to the 14 conditions of approval
- Worked with the applicant to modify two of the conditions:
 - Condition 4 – Improvements to the Little Creek Greenway will have an asphalt paved trail
 - Condition 11 – Engineer shall design storm water control that measures to remove a minimum of 35 percent of the total suspended sediments. The number 35 is a typo and it should read 85 percent.
- Planning Board recommended approval on March 25, 2013
- Planning staff requested to modify Condition 14:
 - Prior to the issuance of certificate of occupancy an updated traffic study shall be performed with revised build-out dates and traffic improvement recommendations.
 - New Condition: All traffic improvements required through the review of the updated traffic study shall be constructed prior to the phase of development which generates the need for the traffic improvements
- It is the opinion of staff these conditions are looking out for the best interests of the surrounding neighborhood

Councilman Satterfield requested clarification the certificate of occupancy and questioned if that is for the first house.

Planning Director DeYoung stated yes.

Mayor McLeod questioned before the first house is built or issued a certificate of occupancy, the applicant will have to present an updated traffic study.

Planning Director DeYoung stated yes.

Mayor Pro Tem Grannis questioned the changes in conditions is not something new to the applicant and the applicant was made aware of this prior to this evening.

Planning Director DeYoung stated yes.

Mr. Harvey Montague, 10305 Penny Road of Raleigh, stated he is the applicant. He stated he feels the traffic study done prior to the changing of the straightening of the road at US 70 and that the traffic is not a problem. He stated if it happens to be a problem, they will make it right.

Mayor Pro Tem Grannis questioned if Mr. Montague is not adverse to the traffic study if requested.

Mr. Montague stated that is correct. He stated the original traffic analyst is in attendance. He stated he will do an updated version of the study.

Mr. Danny Blackburn, Blackburn Consulting Engineering of Clayton, stated the plan is approved. He stated construction drawings for the first phase have been put on hold to address the changes. He stated the main reason for the change is the storm water. He stated the approval was previously received from the Town and other agencies. He stated the 85 is the requirement of the phase two program for storm water. He stated as far as changes to the plan, streets were changed in the south for connectivity, lots were reduced due to storm water requirements, paved trail system for future Little Creek, and wastewater allocation. He stated the original wastewater allocation was done prior to the site plan and was done on the land with an estimated 400 homes. He stated the new wastewater allocation is for 260 homes.

Mayor McLeod opened the floor at 7:31 PM.

Ms. Janice Sheehan of Champion Street stated her concerns are the projections from 2006 and this is 2013. She stated her concern is the additional traffic with the new homes.

Ms. Shelia Beach of Champion Street stated her concern is the traffic.

Mr. Andrew Wilson of Champion Street stated the heavy equipment trailers come lose and tear up yards and he is concerned about the traffic.

Ms. Jeannette Roberts of Champion Street stated her concern is traffic.

Ms. Stephanie Duke stated she and her children reside in the older part of Cobblestone. She stated her concern is the school buses. She stated more houses mean more school buses.

Mayor McLeod turned this item over to the applicant for rebuttal at 7:40 PM.

Mr. Stephen Greene stated he is a registered professional engineer in the state of North Carolina. He stated he works with Ramey Kemp and Associates at 5808 Faringdon Place in Raleigh. He added he lives in the Cleveland community of Johnston County. He stated the traffic study of 2006 took into consideration Cobblestone Subdivision. He stated included in the projections was the by-pass and the straightening of Champion Street to Main Street at US 70. He stated conservative estimates were used in trip diversions. He stated in reviewing the 2006 to present traffic count on US 70 it dropped 23,000 vehicles a day. He stated Little Creek Church Road has stayed roughly the same. He stated based on the figures by NCDOT, the traffic has not increased. He added the applicant is willing to do an updated study. He stated he believes that based on current traffic it will basically come out the same and that there is more traffic going out to Ranch Road. He stated prior to 2008, the traffic study had Johnston County traffic growing by as much as nine percent. He stated he is not saying Champion Street is not busy. He stated it is possible the speed limit may be too high

Mayor Pro Tem Grannis stated you indicated the traffic on US 70 has dropped approximately 23,000 cars per day since 2006.

Mr. Green stated yes.

Mayor Pro Tem Grannis questioned where the information was obtained.

Mr. Green stated NCDOT.

Mayor Pro Tem Grannis questioned the age of the information.

Mr. Green stated that is a 2011 count. He counts for US 70 from Raleigh to New Bern has stayed about the same for the past few years.

Mayor Pro Tem Grannis questioned what to say to the residents who perceive this as in issue.

Mr. Green stated he would look at what is currently occurring as this is a current and not a future development issue. He stated there may need to be a more effective traffic calming measure. He stated there may be need for pedestrian facilities. He stated traffic studies are very conservative.

Mayor McLeod questioned if the opposition has rebuttal at 7:46 PM.

Ms. Amy Ryder Burge stated there remains a traffic concern on Champion Street.

Mayor McLeod stated perhaps the issue is lack of enforcements, perhaps it is not proper engineering of the road, or perhaps it's the current posting of the speed. He stated the Town has not put enough resources toward this concern.

Ms. Ryder Burge stated she would like it addressed.

Mayor McLeod called the Council called into inquiry at 7:47 PM.

Councilman Satterfield stated this comment is to those in opposition. He stated there is an approved subdivision today that can be built today without further Council input. He stated the applicant came in and requested to make improvements to the subdivision.

Mayor McLeod stated the applicant is already approved for 264 houses. He stated with the North Carolina laws on storm water, the standards have gone up. He stated the plan is before the Council to address where the storm water will go. He added the applicant did not have to do this. He added the applicant has already an approved request.

Councilman Satterfield stated he does want the issue at Champion Street reviewed. He questioned the time of day is the busiest.

Citizens in attendance shared morning and afternoon, mainly in the morning when leaving for work.

Mayor McLeod stated he lives near the high school and if his wife is not out of the driveway by 6:45 AM, then she is not out of the driveway until 7:20 AM. He stated when people live on a thoroughfare he stated that is the nature of the road. He stated he has spoken about the speed on the hill on Fayetteville Street. He stated because of their attendance, a request for additional police presence can be made to issue tickets to enforce the speed limit.

Councilman Satterfield stated this means the residents need to be aware of what has been requested and enforcement on Champion Street is for everyone.

Citizens in attendance shared drivers on Champion Street are not stopping for the school buses picking up children.

Councilman Satterfield stated the light at US 70 HWY Business may need to be reviewed by NCDOT.

Mayor Pro Tem Grannis stated this is an evidentiary hearing. He stated one of the considerations to take into account is the distribution of traffic. He stated the Council is hearing from citizens about concerns. He stated he thinks this is

a good development. He stated the traffic study needs to be sooner rather than later. He stated he does not have a problem with asking staff to evaluate the traffic on Champion Street. He questioned if a delay is appropriate because of his concern about traffic. He stated he appreciates what the developer has done and making it what it is. He stated it is obvious to him they are working with the Town. He stated he does not believe the developer is creating the problem.

Planning Director DeYoung stated the developer has gone out on limb for this. He stated the current approval is valid through the end of this month. He stated a delay will eliminate the current approval. He stated a future action puts the purchase of the development at risk. He stated staff is requesting that the traffic study be completed before issuance of a certificate of occupancy. He stated it will be awhile to start construction with the new plans. He stated the two conditions on traffic address that.

Mayor McLeod stated in fairness to the Mayor Pro Tem if he would like a condition for a specific timeline for a study that would be fine.

Planning Director DeYoung stated absolutely.

Mayor Pro Tem Grannis stated along with that the Town has homework to do by observing Champion Street. He stated he goes through there a lot, but he is not going at the times suggested by the citizens in attendance. He stated he respects what has been said by the Planning Director. He stated he likes the idea of pushing the traffic study up. He added this is an evidentiary hearing and he heard comments specifically related to traffic.

Town Attorney Katherine Ross stated this is an evidentiary hearing and testimony has to be competent, material and substantial. She stated the court has specifically spoken to lay evidence such as danger of traffic. She stated it has been excluded and required that it be expert testimony. She stated that is being offered to the Council when considering the subdivision request.

Mayor Pro Tem Grannis stated his appreciation.

Mayor McLeod questioned if this will be served by Clayton Power.

Planning Director DeYoung stated yes.

Councilman Satterfield stated he appreciates the comments what could or could not be added to this. He stated he believes staff has done an excellent job on covering what needs to be covered as far as possibility of road improvements.

He stated he is sure that whoever is developing will not be waiting on road improvements in order to sell a house.

Mayor Pro Tem Grannis motioned for Wastewater Allocation Request: In a letter from Blackburn Consulting Engineering dated 2/27/2013, the wastewater allocation request for the Bristol at Cobblestone is 66,500 gpd. [Previous Council approval on 11/6/2006 was for 65,750 gpd to the project then known as Pine Grove Subdivision.]

Councilman Holder seconded the motion. Motion carried 4-0.

Mayor Pro Tem Grannis motioned to approve the request as presented or any portion of the request without necessity of withdrawal or modification of the application or additional public hearing on the matter. Likewise, the Town Council may designate approval to the district requested or another district or districts without modification of the request or additional public hearing.

Councilman Thompson and Councilman Holder simultaneously seconded the motion. Motion carried 4-0.

Councilman Thompson motioned THE TOWN COUNCIL OF THE TOWN OF CLAYTON HEREBY STATES PDD-R 2013-09 is consistent with the Town of Clayton Strategic Growth Plan.

Councilman Holder seconded the motion. Motion carried 4-0 at 8:01 PM.

Councilman Thompson motioned THE TOWN COUNCIL OF THE TOWN OF CLAYTON HEREBY STATES that PDD-R 2013-09 is consistent with the Town of Clayton Strategic Growth Plan and based upon information presented at the public hearing and by the applicant, 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 155.705 (J) of the Unified Development Code of the Town of Clayton, PDD-R 2013-9 is reasonable and in the public interest.

Councilman Satterfield seconded the motion. Motion carried 4-0 at 8:02 PM.

MOTION GRANTING SUBDIVISION APPROVAL

Councilman Holder motioned: Based on the substantial and competent evidence and testimony presented to the Town Council on this matter, the Council finds and concludes that Subdivision Application PDD-R 2013-09,

subject to the conditions recommended by the Planning Board and Planning Staff:

1. The recreation amenity area shall be subject to site plan review.
 2. Where storm water ponds are wet detention ponds, a four-foot high decorative fence shall be required.
 3. The Little Creek Greenway Trail shall be completed as part of Phase II, as indicated in the Phasing Plan.
 4. Improvements to the Little Creek Greenway shall include building a minimum 10' wide asphalt paved trail with 2' shoulders and a bridge over the small branch draining to Little Creek. This shall contribute to the 25% requirement for open space improvements to the site.
 5. A 20 foot greenway easement shall be provided from the proposed greenway trail down to the Town of Clayton property to the south to accommodate future connections to the Little Creek Greenway.
- Conditions from the previously approved master plan:**
6. Utility acreage and access fees for water/sewer shall be paid prior to recording of final plat, subject to the approval of wastewater allocation.
 7. The review and approval of project water, sewer, post construction storm drainage, and street construction drawings is a separate process. These drawings must be submitted to the Public Works Department when they become available.
 8. Debris from the clearing of the site will not be burned within TOC Limits.
 9. Wetland and riparian buffer areas will be undisturbed in accordance with state and local regulations. A minimal amount of clearing is to take place in constructing the proposed roadways and utilities.
 10. Existing trees and vegetation will be preserved as much as practical and in accordance with all applicable regulations.
 11. A licensed engineer shall design storm water control measures to remove a minimum 85% Total Suspended Sediments (TSS) and include measures to protect all environmentally sensitive areas such as stream buffers and steep slopes in compliance with Town of Clayton and NC DWQ standards.
 12. A homeowner's association document shall be reviewed by staff and recorded prior to final plats. Such document shall assure responsibility for maintenance of all common facilities and provide adequate means for funding to do so.
 13. Construct the project entrance as one egress and one ingress lane as shown on the plan.
 14. Prior to the issuance of a Certificate of Occupancy, an updated traffic study shall be performed with revised build-out dates and traffic improvement recommendations.

15. All traffic improvements required through the review of the updated traffic study shall be constructed prior to the phase of the development which generates the need for the traffic improvements.

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

- (1) That the subdivision meets all required specifications of the Town Unified Development Ordinance;
- (2) That the subdivision will not be detrimental to the use or orderly development of other properties in the surrounding area and will not violate the character of existing standards for development of properties in the surrounding area;
- (3) That the subdivision design will provide for the distribution of traffic in a manner that will avoid or mitigate congestion within the immediate area, will provide for the unified and orderly use of or extension of public infrastructure, and will not materially endanger the environment, public health, safety, or the general welfare; and
- (4) That the subdivision will not adversely affect the general plans for the orderly growth and development of the town and is consistent with the planning policies adopted by the Town Council.

Councilman Thompson seconded the motion. Motion carried 4-0.

Councilman Holder motioned to approve: Based upon satisfactory compliance with the above four stated findings and fully contingent upon acceptance and compliance with all conditions as previously noted herein I move to approve Subdivision Application **PDD-R 2013-09**.

Councilman Thompson seconded the motion. Motion carried 4-0.

Councilman Holder thanked those in attendance for expressing the concerns about traffic. He requested that when there is a problem to bring it to the Town's attention.

Councilman Thompson stated his thanks to those in attendance. He stated the Council is in favor of the officers enforcing the traffic laws.

Mayor Pro Tem Grannis thanked the citizens for attending this evening. He stated he has heard the citizens perceive a problem in their neighborhood.

Mayor McLeod stated the Town Attorney reminded the Council to be mindful of the evidence presented by professionals. He stated that was done. He stated while the local government officials do listen to the citizens.

The citizens in attendance expressed concern about the notification for the public hearing.

ITEM 6. OLD BUSINESS

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

Town Manager Steve Biggs stated staff spoke with the representative and owner on Friday and today. He stated an agreement was reached to expedite the removal of the canopy because it is a safety concern and shoring of the roof system. He stated there is a required asbestos inspection prior to demolition. He stated a permit will be issued for limited demolition. He stated it is recommended to stay enforcement action.

ITEM 7. NEW BUSINESS

Item 7a. Proclamation recognizing May 2013 as “Older Americans Month.”

Councilman Thompson motioned to approve the proclamation as presented. Mayor Pro Tem Grannis seconded the motion. Motion carried 4-0.

Item 7b. Resolution of request for North Carolina Department of Transportation participation in improvements to Grifols/Novo emergency access road.

Town Manager Steve Biggs stated this was requested by Mr. Durwood Stephenson. He stated with the expansion of Grifols, there was an emergency access road that was constructed. He stated the situation now is Grifols wants the road improved.

Based upon question by Council, Town Manager Biggs stated there is no financial impact on the Town at this time.

Mayor Pro Tem Grannis motioned to approve the resolution as presented. Councilman Satterfield seconded the motion. Motion carried 4-0 at 8:16 PM.

ITEM 8. STAFF REPORTS

Item 8a. Town Manager

Town Manager Steve Biggs stated Tuesday, June 11, 2013, is the proposed date for the elevated water tank ceremony.

Item 8b. Town Attorney

Town Attorney Katherine Ross stated no report.

Item 8c. Town Clerk

Town Clerk Sherry Scoggins stated the Clayton Road Race is this Saturday, May 11, 2013, at 9 AM at the Town Hall.

Town Clerk Sherry Scoggins stated there will not be a May Board of Adjustment meeting.

Town Clerk Sherry Scoggins stated the Town of Clayton Parks & Recreation Department and the Community and Senior Services of Johnston County will co-host activities at the Clayton Town Hall on Friday, May 17, 2013, from 10 AM to 12 noon. She added if a Council member would like to stop in and say hello to our guests, they are most welcome to do so.

Mayor McLeod announced this Thursday is the Johnston County Fireman's Association meeting.

Item 8d. Other Staff

No other staff provided a report.

ITEM 9. OTHER BUSINESS

Item 9a. Informal Discussion and Public Comment.

No informal discussion and public comment were received by the Council.

Item 9b. Council Comments.

Mayor Pro Tem Grannis thanked the Town Attorney for the direction this evening during the evidentiary hearing.

Councilman Holder stated he had a fire in a rental house Thursday morning. He stated the Clayton Fire Department and Archer Lodge Fire Department did an excellent job as there was minimal water damage.

Mayor McLeod stated the Town has been working with Deep River Brewery to find funding. He stated the Johnston County Economic Development Corporation is lending Deep River Brewery \$50,000 to assist in buying kegs and equipment for the manufacturing process.

Councilman Thompson stated he attended the K-9 graduation for Major and his handler Officer Vause. He stated the instructor spoke highly of Major.

Public Information Officer Stacy Beard provided an update on the Clayton Derby Day and added she enjoyed the event.

Councilman Holder stated his wife shared with him that the Town of Clayton does not have enough dress up events.

ITEM 10. ADJOURNMENT

Councilman Satterfield motioned to adjourn; Councilman Holder seconded the motion. Motion carried 4-0 at 8:23 PM.

Duly adopted by the Town Council this [REDACTED] day of May 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: 5/20/13

TITLE: 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**

DESCRIPTION: Public notice.

RELATED GOAL: Legislative

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
5-20-13	Public notice.	N/A.

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

Agenda Item: 4a

Meeting Date: 5/20/13

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

DESCRIPTION: Introduction(s).

RELATED GOAL: Administrative

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
5-20-13	Introduction(s).	N/A.

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

Agenda Item: 4b

Meeting Date: 5/20/13

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

DESCRIPTION: Presentation.

RELATED GOAL: Think Downtown

ITEM SUMMARY:

Date:

Action:

Info. Provided:

5-20-13

Presentation.

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

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

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

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
-

TOWN COUNCIL ACTION/COMMENTS

-
-

DOCUMENTATION RECEIVED

- Special Event Application (includes site plan)
-

POST EVENT REVIEW

Scheduled: September 26, 2013

Space Assignments:



Clayton Harvest Festival Vendor space layout

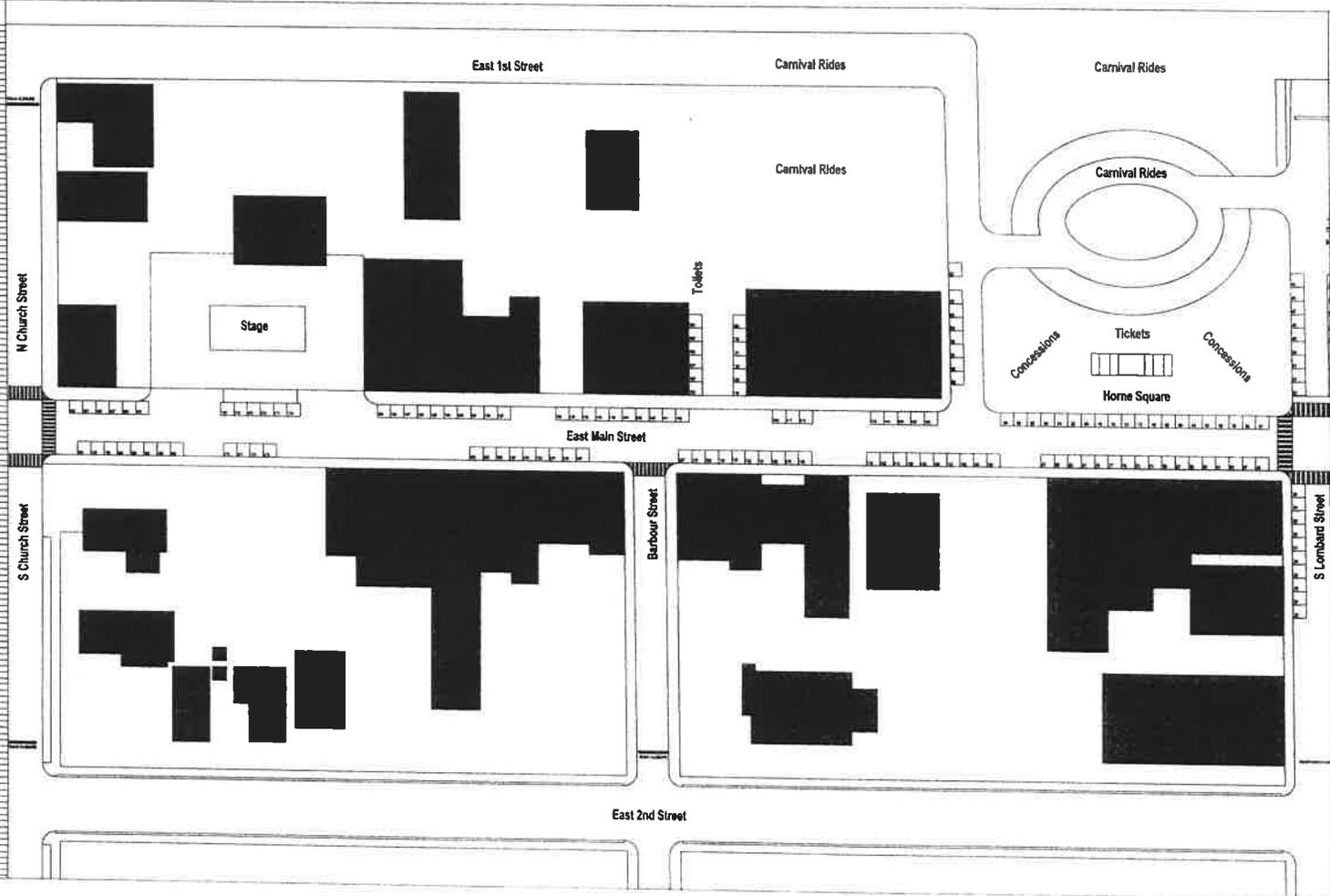
Main Street from
O'neil to Church Streets

A
01 Aug. 2011



prepared by:
McClenic Architectural Design
P.O. Box 763 Clayton, NC 27526
ph. 336-887-0437 www.modernbodiesign.com

Space Assignments continued:



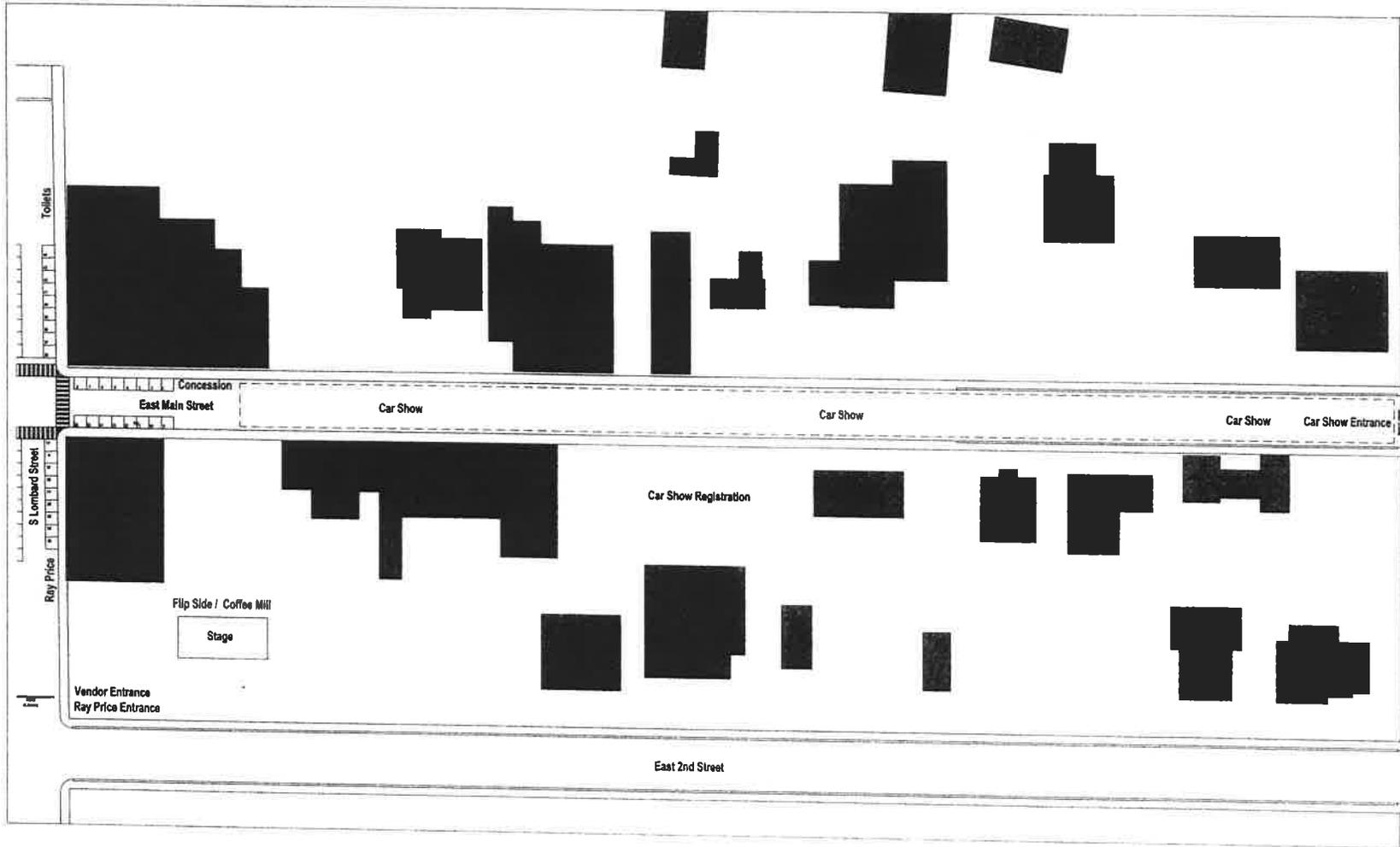
Clayton Harvest Festival Vendor space layout

Main Street from
Church to Lombard Streets

B
01 Aug. 2011



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



Clayton Harvest Festival Vendor space layout

Main Street from
Lombard to Smith Streets

C
01 Aug. 2011

prepared by
McClain's Architectural Design
P.O. Box 763 Clayton, NC 27926
ph 336-987-0437 www.mccaindesign.com



S Smith Street

S Smith Street

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

Agenda Item: 5a

Meeting Date: 5/20/13

TITLE: PRESENTATION OF TEXT AMENDMENT TO CHAPTER 155 SECTION 402 OF THE TOWN OF CLAYTON CODE OF ORDINANCES.

DESCRIPTION: Attached.

RELATED GOAL: Manage Growth Producing Quality Developments

ITEM SUMMARY:

Date:

Action:

Info. Provided:

5-20-13

Presentation.

Text amendment.

§ 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 site plan approval is required (see § 155.707) shall meet the provisions of this Ssection.
- (2) Buildings and structures lawfully existing as of the effective date of this Cchapter may be redeveloped, renovated or repaired without providing or modifying landscaping, screening, and buffering in conformance with this Ssection, 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 Ssection 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 PLAN REQUIRED.

- (1) A landscape plan shall 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.

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

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

PART 1. LANDSCAPED AREAS SITE INTERIOR LANDSCAPE REQUIRMENTS

(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 are shall be landscaped.

(b) No less than 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.

(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-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 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 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 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 ~~(D)(E)~~(3) of this section.

(a) **Street Buffers**

1. All new development with frontage on a commercial street or designated minor thoroughfare shall provide a Class A buffer as set forth in ~~(D)(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-1	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-1	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-1	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-1	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	—	—	—

1-2	€	€	€	€	€	€	€	€	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 Boundary Buffers

~~(c) The following Project boundary buffers have been 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 Space Residential Subdivision

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

2. Planned Development

~~2. A Class C buffer shall be 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)).~~

3. Manufactured Home Park

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

(a) Buffer Classification

~~(3)~~

~~(b)~~

The following ~~Table 4-6-Figure 4-1~~ establishes 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



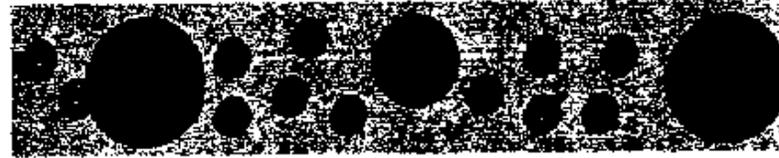
2 canopy trees
3 understory trees
20 shrubs

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



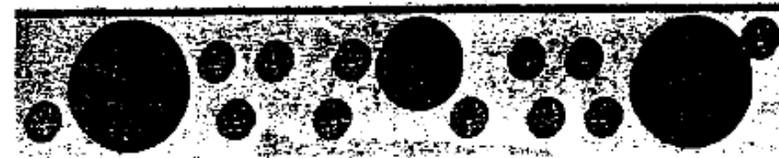
1 wall or berm
2 canopy trees
3 understory trees
12 shrubs

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 Buffer.

- (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 Structure Ilocation within buffers

- ~~(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 Easements.

- (a) ~~No buffer 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 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 Areas~~Areas

(a) Walls

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

1. Walls 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 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 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 (F)(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 F**acilities

- ~~(1)~~ 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~~ not permitted on the side of a building adjacent to any residential district.

(2) **Service A**reas

- (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~~ 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~~ minimum 100% year-round screen of all loading areas visible from residential properties or public rights-of-way ~~is required~~.
- (b) ~~This s~~creening 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 ~~E~~quipment-**

- (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 exempt from the screening provisions.

(6) **Fencing and ~~W~~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 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)~~ ~~(c)~~ Barbed wire or concertina wire shall not be ~~is not~~ permitted.

~~(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)~~ (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)~~ (b) Cold ~~H~~Hardy and ~~D~~Drought ~~T~~Tolerant ~~p~~Plants

~~(b)~~ (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)~~ (c) Soils

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

~~(d)~~ (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~~ection. 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)~~ (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 Maintain-**

~~(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
TOWN COUNCIL
AGENDA COVER SHEET**

Agenda Item: 5b

Meeting Date: 5/20/13

TITLE: PRESENTATION OF 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.

RELATED GOAL: Manage Growth Producing Quality Developments.

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
5-20-13	Presentation.	Application, Neighborhood Meeting Information, Staff Report & Exhibit A, Aerial Map & Site Plan.



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

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: 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~~ ^{violate} 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

Website www.surveyingnc.com

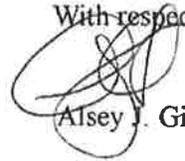
Phone 919-553-5104

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 18th 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.

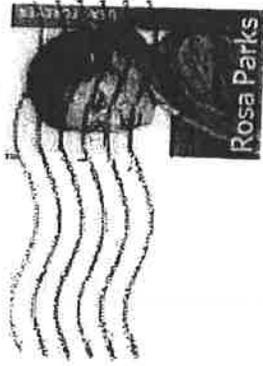
With respects,



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

Website www.surveyingnc.com

Phone 919-553-5104

Fax: 919-553-3663

To: Town of Clayton

Re:Old Fields Neighborhood Meeting

On March 18th 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		
5		
6		
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18		
19		
20		



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.

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.

CONSIDERATIONS

- The Town Council approves major subdivisions.
-

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.
-

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.~~

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.

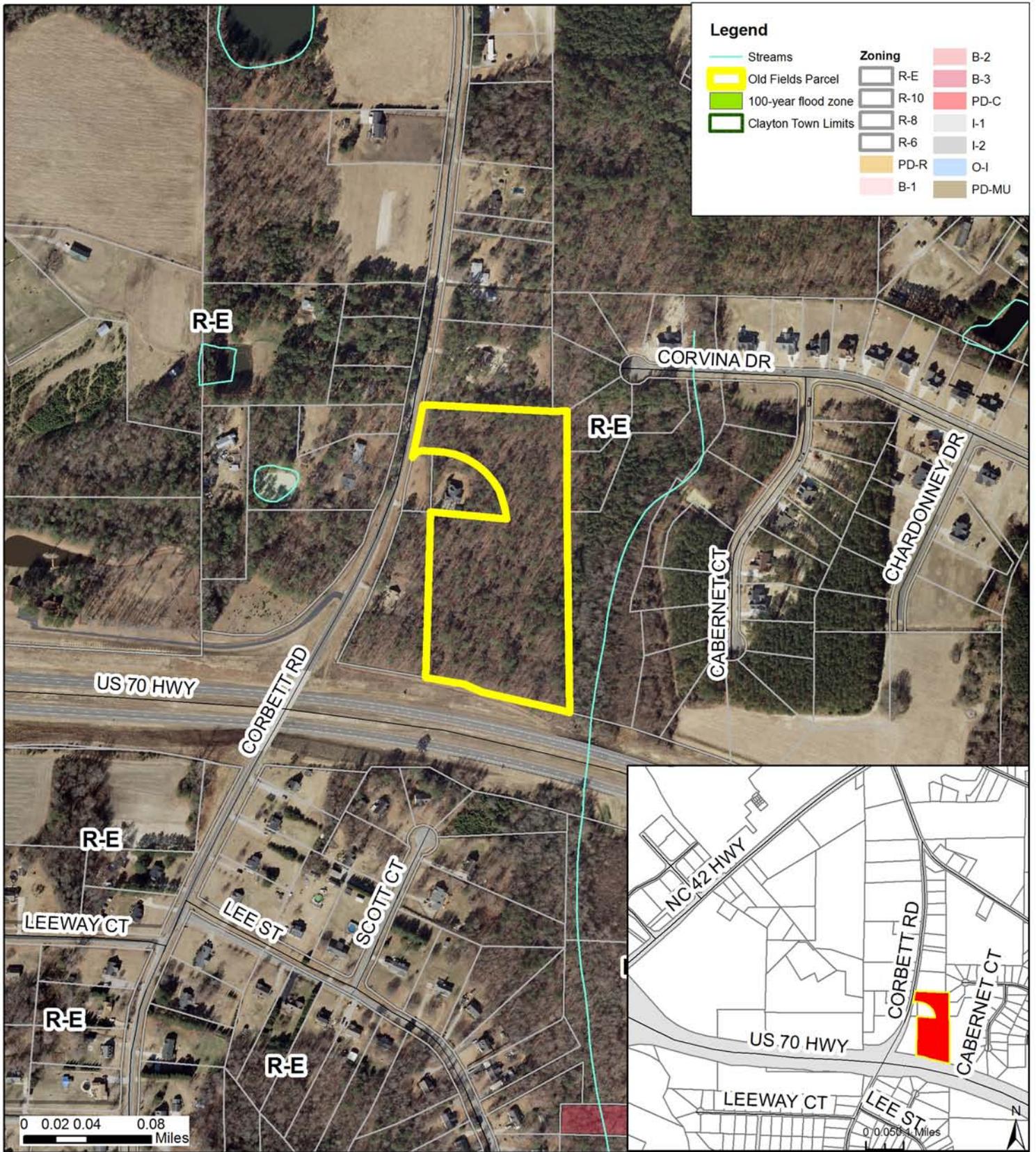
No, subdivision meet or exceeds all adjacent properties

- (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.

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- (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



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
TOWN COUNCIL
AGENDA COVER SHEET**

Agenda Item: 5c

Meeting Date: 5/20/13

TITLE: PRESENTATION OF 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.

RELATED GOAL: Financially Responsible Town Government Providing Quality Services.

ITEM SUMMARY:

Date:

Action:

Info. Provided:

5-20-13

Presentation.

**Proposed Agreement &
2009 Adopted 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 ~~Smithfield~~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 ~~Smithfield~~Claytex-Rural 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:

SERVICE	APPENDIX #
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~~by ~~the~~ 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 ~~Smithfield~~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 ~~Smithfield~~Clayton

By: _____
Mayor

Attest:

Clerk

**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 18th 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

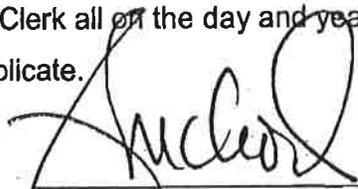
- 5) The party who requests automatic aid shall in no way be deemed liable or responsible for the personal property of the members of the fire department of the responding party which may be lost, stolen or damaged while performing their duties under the response terms herein.
- 6) Each party to this 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

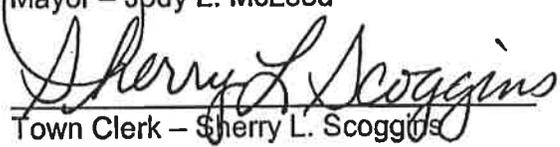
- 9) Either party may, at any time, terminate this agreement, through its respective Fire Chief, upon the serving of a thirty-day written notice to the Emergency Services Department and the 911 Emergency Communications Center.
- 10) When fire department personnel are sent to respond to a request for 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 5th 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 14th 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**

**NORTH CAROLINA
JOHNSTON COUNTY**

INTER-LOCAL AGREEMENT FOR PROVISION OF FIRE SERVICE

THIS AGREEMENT, made and entered into this 1st day of July, 2009, 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. Gen. Stat. § 160A-460 et seq. to enter into an inter-local agreement.

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

1. The County contracts and agrees that it will cause to be assessed or levied a special fire tax within statutory limits after consultation with the Fire Department; and will collect said tax as a part of the ad valorem taxes of the County of Johnston provided, however, that the amount levied annually shall be based on the needs projected in the budget estimate submitted by the Fire Department to the Town and approved by the Town Council.
2. A special or separate fund shall be maintained by the County for funds collected as a result of said special tax. The funds will be accounted for by the Town in a separate Claytex Fire Service District Tax Fund Budgetary Account.
3. Rural Fire Protection tax district (G.S. 69-25) funds levied and collected by the County and paid to the Town by the County shall be used for fire department operations: Fire Protection, Fire Prevention, Response Preparedness, Equipment, Apparatus and related expenses regarding emergency services in the Fire District and other areas of response as dispatched and to meet the standards established by this agreement.
4. The Town will furnish fire protection and emergency services within the Fire District and shall provide the necessary equipment, personnel, and those things necessary for furnishing such protection in the Fire District. For operational purposes the Claytex Fire District and the established city limits of the Town of Clayton shall be treated as one 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 Town shall furnish said fire protection without charge to all persons and property located in the Fire District in an efficient and workmanlike manner. However the Town may charge the same fees for services and penalties in the Claytex Fire District as adopted by the Johnston County Board of Commissioners for special services, (Hazard Materials responses, false fire alarm responses, stand by fees, etc.) as adopted by Town Ordinances. This provision shall not prohibit the Fire Department from entering into contracts with the Federal, State, or local

governments or utility companies for the provision of emergency protection services for a fee.

5. The County shall have the right to inspect all books and accounts for the Fire Department at any time that it shall desire. Said inspection shall be conducted by the Johnston County Fire Marshal's Office and/or Johnston County Finance Office and/or their designee. It is further agreed that the Town will present the County with an annual audit/financial statement, by a CPA, which shall be in conformity with General Accepted Accounting Principals. Additionally, the Fire Department shall follow the procedures for letting of public contracts set forth in (N.C. General Statute 143-129).
6. If the Town fails and/or refuses to provide protection as contemplated in the contract and after an investigation by the Fire Marshal's Office certifies to the County Manager that the Town has failed and/or refused to provide services contemplated in the contract, then and in the event of an investigation, the County has a right to withhold any and all funds until a resolution is made. If conditions of this contract are not being met, the Johnston County Finance Officer has the authority to withhold any and all funds.
7. The Town shall obtain and keep in force during the term of this contract the following minimum insurance coverage:

(a) Worker's Compensation

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

Coverage with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate combined single minimum for bodily injury liability and property damage.

(c) Business Auto Policy

Coverage with minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired, and non-owned vehicles and employee non-ownership.

(d) Management or Directors and Officers Liability

Coverage with minimum limits of \$1,000,000 per claim and \$2,000,000 aggregate.

(e) Umbrella Liability

Coverage with a minimum limit of \$1,000,000 with underlying coverage of auto liability, general liability, employer's liability and \$1,000,000 aggregate.

- (f) The Fire Department shall indemnify and save harmless Johnston County, up to the limits of their liability insurance policies, from any and all liability and expenses, including attorney's fees, court costs, and other costs incurred by Johnston County caused by the negligence of the department, its volunteers, agents, and employees.
8. The Town shall maintain a minimum of 9S rating or better with the North Carolina Department of Insurance, State Fire Marshal's Office. The Town shall continuously comply with all applicable laws, ordinances, and State regulations pertaining to Emergency Services.
 9. The Town agrees that the Johnston County Fire Marshal's Office will be the point of contact for any business between the Fire Department and the County.
 10. The Town shall submit a copy of the State Fire Incident Report (current edition) of all emergency responses to the County and to the Office of State Fire Marshall at least quarterly. (Refer to paragraph #8).
 11. The Town shall provide twenty-four hour coverage, seven days per week for the district covered by the contract.
 12. The Town shall provide to the Johnston County Fire Marshal's Office, annually, a current and complete roster of members of the Fire Department to include contact numbers for the Chief and Assistant Chief(s).
 13. The Town agrees to provide automatic aid and mutual aid services to other emergency services providers within the County of Johnston. The Town understands that other agencies will maintain their own liability policies and be responsible for their own expenses. The Town further understands that it will be responsible for its own expenses while responding mutual aid to another agency. The current mutual aid agreement is included in Appendix A of this contract.

In areas where the 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 whose district the incident is occurring within.

14. The following minimal performance standards are agreed upon by the County and the Town and are a part of this contract:

(a) Dispatching Protocols

The Fire Department shall comply with the Johnston County Dispatching protocols.

(b) Response Time

The Town should have the goal of having an average response time (time of dispatch until time of arrival) of 9.2 minutes or less annually for structural fire calls within the Department of Insurance recognized fire district.

(c) Manpower on Scene

The Town should have adopted standard operating guidelines that address the appropriate number of firefighters needed on all type fire calls. A current, valid copy of the Fire Department's guideline should be kept on file. The Fire Department should have the goal of placing sufficient personnel on scene to operate at least one engine, one tanker (when necessary) and flow two 1.5" or 1.75" hose lines when making an initial attack on all structure fires.

(d) Training

The Town shall have the minimum standard training requirements set forth by the State Fire Marshal's Office for providing the Emergency services provided by the Fire Department to meet or retain the 9S rating requirements.

(e) Pre-Fire Incident Surveys and Inspections

The Town should have the goal of developing pre-fire incident surveys and updating them annually for all commercial buildings within the fire district. Facilities which should be given priority are institutional and assembly buildings and buildings housing hazardous materials. The Johnston County Fire Marshal's Office shall assist the Fire Department in developing pre-fire incident surveys when requested. The County Planning Department and the County Inspections Department shall furnish to the Town of Clayton Fire Inspector, a copy of site plan reviews for Subdivision and Commercial developments in the Claytex Fire District for necessary compliance.

(f) Fire Investigations

The Fire Department officer in charge at all fire scenes shall attempt to determine the cause and origin of every fire. When the officer in charge cannot determine the cause and origin of any fire within the District, or if the cause is suspected to be of an incendiary nature, the officer in charge may request assistance from the Johnston County Fire Marshal's Office. The Fire Department should provide whatever assistance is needed by the Johnston County Fire Marshal's Office at the fire scene.

(g) Reports

The Town shall keep all records in accordance with the North Carolina State Schedule for records retention and disposal. All State and County required reports and rosters shall be submitted by the requested deadline.

(h) Fire Hydrants

If fire hydrants are located within the 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 should conduct hydrant testing and maintenance on an annual basis. The Fire Department should ensure that every hydrant in the fire district is flushed and checked for accessibility, functionality, visibility, and operation. The Fire Department should report any malfunctions or damage to hydrants to the entity owning the water system.

(i) Emergency/Disaster Response

The Fire Department shall follow the Johnston County Emergency Operations Plan when responding to an emergency or disaster.

(j) State of Emergency

During a declared State of Emergency affecting the County the Fire Department shall assist 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. All operations shall be in accordance with the Johnston County Emergency Operations Plan and the Johnston County Emergency Management Ordinance.

(k) Other Services

The Town of Clayton may elect to participate in certain services. The Town must be contracted or franchised for the operation of such service(s), pursuant to the rules set forth by the Johnston County Board of Commissioners. If the Town has chosen to participate in any of these programs, the agreements can be found as Appendices of this contract:

SERVICE	APPENDIX #
First Responder Program	B
Rescue Services	C
Other Services	D

(l) Johnston County Fire Chief's and Firemen's Association

The Fire Department should have a representative present at all association meetings to provide for an exchange of information between the County and the Fire Department unless there are extenuating circumstances that would prevent someone attending.

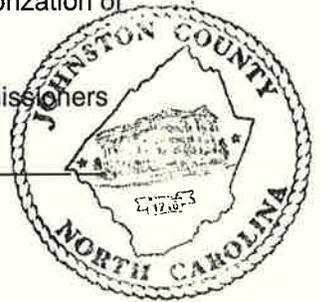
15. This agreement shall become effective as of the 1st day of July 2009 and remain in effect for a period not to exceed two years, subject to the continued legal existence of the Fire District and the Town, and further subject to the termination provisions of paragraph 19 hereof.

16. This agreement may not be transferred or assigned by the Town, nor may the services contracted for herein be subcontracted to other parties.
17. This contract may be terminated by either party upon advance written notice to the other party, served upon the other party by certified mail at least one hundred and eighty (180) days prior to termination. Failure of the County and the Town to agree upon the amount of funding shall terminate this contract in accordance with this section of this contract.
18. Either party may propose an amendment to this agreement by submitting the amendment in writing to the other party 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 in order to become effective.
19. 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 which are parties hereto and no third party shall rely upon anything contained herein as a benefit to that third party.
20. The terms and provisions herein contained constitute the entire agreement by and between the County and the Town and shall supercede 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 of the Board of County Commissioners, and the Town has caused this instrument to be signed in its name by its Mayor, attested by its Town Clerk, all by the authorization of its Town Councilmen duly given.

Johnston County Board of County Commissioners

By: Wade M. Stewart
Chairman: Wade M. Stewart

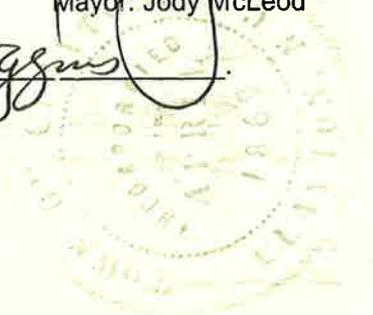


Attest: Paula Woodard
Clerk

Town of Clayton

By: Jody McLeod
Mayor: Jody McLeod

Attest: Sherry L. Stoggs
Town Clerk



**NORTH CAROLINA
JOHNSTON COUNTY**

FIRE PROTECTION CONTRACT

**APPENDIX A
COUNTY AUTOMATIC AID AGREEMENT**

THIS APPENDIX DOES NOT APPLY TO THIS DEPARTMENT

**NORTH CAROLINA
JOHNSTON COUNTY**

FIRE PROTECTION CONTRACT

THIS APPENDIX DOES NOT APPLY TO THIS DEPARTMENT

**APPENDIX B
FIRST RESPONDER PROGRAM**

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:

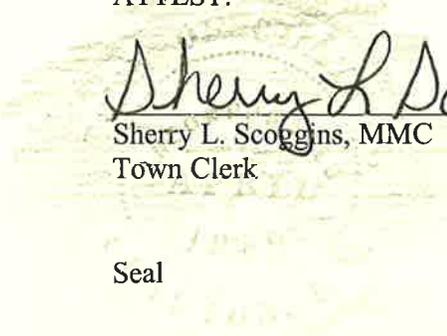
- A. The Fire Department will maintain the necessary equipment to provide the service(s) indicated above.
- B. The Fire Department will ensure that members involved are properly trained to provide the services(s) indicated above.
- C. The Fire Department will be available for response twenty-four hours 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 2nd 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



Appendix D
AUTOMATIC AID AGREEMENT FOR FIRE PROTECTION

NORTH CAROLINA
JOHNSTON COUNTY

The agreement, made and entered into this the 18th 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 be codified as Chapter 69, Section 40, of the General Statues 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, inconsideration 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

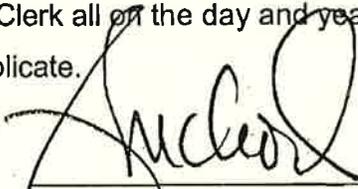
- 5) The party who requests automatic aid shall in no way be deemed liable or responsible for the personal property of the members of the fire department of the responding party which may be lost, stolen or damaged while performing their duties under the response terms herein.
- 6) Each party to this 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

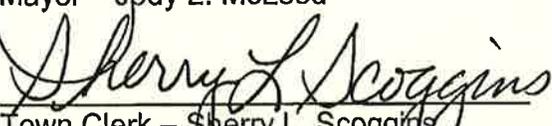
- 9) Either party may, at any time, terminate this agreement, through its respective Fire Chief, upon the serving of a thirty-day written notice to the Emergency Services Department and the 911 Emergency Communications Center.
- 10) When fire department personnel are sent to respond to a request for 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.

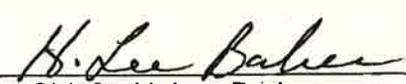
Town of Clayton Fire Department,



Mayor – Jody L. McLeod



Town Clerk – Sherry L. Scoggins



Fire Chief – H. Lee Barbee

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

Agenda Item: 5d

Meeting Date: 5/20/2013

TITLE: PRESENTATION OF 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.

RELATED GOAL: Administrative

ITEM SUMMARY:

Date:
5-20-2013

Action:
Presentation.

Info. Provided:
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

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 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.

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: 5e

Meeting Date: 5/20/13

**TITLE: PRESENTATION OF RESOLUTION DONATING SURPLUS
PROPERTY.**

DESCRIPTION: Attached.

RELATED GOAL: Administrative.

ITEM SUMMARY:

Date:

Action:

Info. Provided:

5-20-13

Presentation.

Resolution, NC GS 160A-280,
& Non-profit documentation.

**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 ____ of ____ 2013 while in regular session.

Jody L. McLeod, Mayor

ATTEST:

Sherry L. Scoggins, MMC; Town Clerk

§ 160A 280. Donations of personal property to other governmental units.

(a) A city may donate to another governmental unit within the United States, a sister city, or a nonprofit organization incorporated by (i) the United States, (ii) the District of Columbia, or (iii) one of the United States, any personal property, including supplies, materials, and equipment, that the governing board deems to be surplus, obsolete, or unused. The governing board of the city shall post a public notice at least five days prior to the adoption of a resolution approving the donation. The resolution shall be adopted prior to making any donation of surplus, obsolete, or unused personal property. For purposes of this section a sister city is a city in a nation other than the United States that has entered into a formal, written agreement or memorandum of understanding with the donor city for the purposes of establishing a long term partnership to promote communication, understanding, and goodwill between peoples and to develop mutually beneficial activities, programs, and ideas. The agreement or memorandum of understanding establishing the sister city relationship shall be signed by the mayors or chief elective officer of both the donor and recipient cities.

(b) For the purposes of this section, the term "governmental unit" shall have the same meaning as defined by G.S. 160A 274(a) and shall include North Carolina charter schools.

(c) The authority granted to a city under this section is in addition to any authority granted under any other provision of law. (2007 430, s. 1; 2009 141, ss. 1, 2, 3.)



Elaine F. Marshall
Secretary

North Carolina

**DEPARTMENT OF THE
SECRETARY OF STATE**

PO Box 29622 Raleigh, NC 27626-0622 (919)807-2000

[Account Login](#) [Register](#)

Date: 5/8/2013

Click here to:

[View Document Filings |](#)

PC, PLLC, LP and Non-Profit entities are not required to file annual reports.

Corporation Names

Name	Name Type
NC FLOWING WATERS WORLD OUTREACH CENTER	LEGAL
NC CORNERSTONE MINISTRIES INTERNATIONAL	PREV LEGAL

Non-Profit Corporation Information

SOSID:	0474209
Status:	Current-Active
Effective Date:	10/23/1998
Citizenship:	DOMESTIC
State of Inc.:	NC
Duration:	PERPETUAL

Registered Agent

Agent Name:	MASON, MARTY
Office Address:	901 OLD FAIRGROUND ROAD WILLOW SPRINGS NC 27592
Mailing Address:	901 OLD FAIRGROUND ROAD WILLOW SPRINGS NC 27592

Principal Office

Office Address:	901 OLD FAIRGROUND ROAD WILLOW SPRINGS NC 27592
Mailing Address:	901 OLD FAIRGROUND ROAD WILLOW SPRINGS NC 27592

Officers

This website is provided to the public as a part of the Secretary of State Knowledge Base (SOSKB) system. Version: 516

21 235 5023

State of North Carolina
Department of the Secretary of State

ARTICLES OF AMENDMENT
NONPROFIT CORPORATION

Pursuant to §55A-10-05 of the General Statutes of North Carolina, the undersigned corporation hereby submits the following Articles of Amendment for the purpose of amending its Articles of Incorporation.

1. The name of the corporation is: Cornerstone Ministries International

2. The text of each amendment adopted is as follows (state below or attach):

1. THE NEW NAME of the Corporation is Flowing Waters World Outreach Center.

3. The date of adoption of each amendment was as follows:

August 5th 2001

4. (Check a, b, and/or c, as applicable)

a. The amendment(s) was (were) approved by a sufficient vote of the board of directors or incorporators, and member approval was not required because (set forth a brief explanation of why member approval was not required) _____

b. The amendment(s) was (were) approved by the members as required by Chapter 55A.

c. Approval of the amendment(s) by some person or persons other than the members, the board, or the incorporators was required pursuant to N.C.G.S. §55A-10-30, and such approval was obtained.

5. These articles will be effective upon filing, unless a date and/or time is specified: _____

This the 28 day of August, 2001

CORNERSTONE Ministries International
NEW NAME
Flowing Waters World Outreach Center
Name of Corporation

Marty Mason
Signature

MARTY MASON (President)
Type or Print Name and Title

Notes:

1. Filing fee is \$25. This document and one exact or conformed copy of these articles must be filed with the Secretary of State.

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

Agenda Item: 7a

Meeting Date: 5/20/13

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.

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.

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 20th day of May 2013, while in regular session.

ATTEST:

Jody L. McLeod,
Mayor

Nancy Medlin,
Deputy Town Clerk

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

Agenda Item: 8a Meeting Date: 5/20/13
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, and Town Code Of Ordinances section 153.027.
10-15-12	None – Tracking.	Ordinance, map, NC GS 160A-439, and Town Code Of Ordinances section 153.027.
11-05-12	Discussion.	Ordinance, map, NC GS 160A-439, and Town Code Of Ordinances section 153.027.
11-19-12	Discussion.	Ordinance, map, NC GS 160A-439, and Town Code Of Ordinances 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.	

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

Agenda Item: 9c

Meeting Date: 5/20/13

TITLE: TOWN CLERK

DESCRIPTION: Calendar of Events

- Clayton Town Square Concert Series: **Hip Pocket Band** – Thursday, May 16, 2013 from 7 PM to 9 PM
- Senior Recognition Day – Friday, May 17, 2013, from 10 AM to 12 PM at The Clayton Center Council Chambers (111 East Second Street)
- HeartChase – Saturday, May 18, 2013 @ Town Square and in Downtown Clayton from 10 AM to 12 noon; registration begins at 9 AM.
- Council Mtg – Monday, May 20, 2013 @ 6:30 PM
- Clayton Chamber Business Expo – Tuesday, May 21, 2013, at the Clayton Center
- Memorial Day Holiday – Monday, May 27, 2013
- Planning Board Mtg – **TUESDAY**, May 28, 2013 @ 6 PM
- MillStock Music & Art Faire – Saturday, June 1, 2013 @ Horne Square from 10 AM to 4 PM
- 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 4th 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:
5-20-13

Action:
N/A

Info. Provided:
Calendar of Events