

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

SEPTEMBER 3, 2013

AGENDA

MAYOR AND TOWN COUNCIL

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

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

TOWN STAFF

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

AGENDA
THE REGULAR MEETING OF THE CLAYTON TOWN COUNCIL

TUESDAY, SEPTEMBER 03, 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. **CONSENT AGENDA**
(Items on the consent agenda are considered routine in nature or have been thoroughly discussed at previous meetings. Any member of the Council may request to have an item removed from the consent agenda for further discussion.)
 - a. Draft minutes from the August 5, 2013, closed session meeting; and August 19, 2013, work session meeting.
 - b. Squealin on the Square request.
 - c. Shindig request.
 - d. Revisions to the Town of Clayton Customer Service Policy Manual.
 - e. Revision to the Recreation Fees as posted in the Town’s Comprehensive list of Fees and Charges.
 - f. Resolution for Water and Sewer Systems Revenue Bonds, Series 2013 that will be sold to the USDA.
 - g. Second supplement with NCDOT for the Clayton Community Center (CCC) Pedestrian Connector.
 - h. Secondary road right-of-way agreement.
4. **INTRODUCTIONS AND SPECIAL PRESENTATIONS**
 - a. Presentation of Constitution Week Proclamation.
 - b. Presentation by the Public Art Advisory Board requesting to amend the by-laws of the membership and recommendation of public art projects for FY 13-14.
 - c. Presentation of Christmas Village and Tree Lighting event request.
 - d. Presentation of Christmas Parade request.
 - e. Presentation of Halloween Parade request.
5. **PUBLIC HEARINGS**
 - a. Public hearing for annexation petition 2013-07-01 submitted by Harvey Moss of C&H Rentals for property located at 1018 West Stallings Street.

- b. **Public hearing for text amendments to Chapter 155 for the following sections:**
 - **Section 155.400 “Access”**
 - **Section 155.401 “Off-Street Parking and Loading”**
 - **Section 155.403 “Signs”**
 - **Section 155.713 “Sign Permit” &**
 - **Section 155.714 “Common Signage Plan”**

- 6. **OLD BUSINESS**
 - a. **Status of the acquisition of easements for the Clayton-Raleigh sewer transmissions project.**

- 7. **NEW BUSINESS**
 - a. **Resolution recognizing S. Ellis Hankins of the North Carolina League of Municipalities.**

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

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

- 10. **ADJOURNMENT**

TOWN OF CLAYTON
TOWN COUNCIL
AGENDA COVER SHEET

Agenda Item: 3a

Meeting Date: 9/03/13

TITLE: DRAFT MINUTES FROM THE AUGUST 5, 2013, CLOSED SESSION MEETING; AND DRAFT MINUTES FROM THE AUGUST 19, 2013, WORK SESSION MEETING.

DESCRIPTION: Attached.

RELATED GOAL: Administrative

ITEM SUMMARY:

Date:

Action:

Info. Provided:

9-03-13

Approval.

DRAFT minutes from the 8/19/2013 meeting.

****DRAFT minutes from the 8/5/2013 closed session Meeting will be hand-Delivered.***

**MINUTES
CLAYTON TOWN COUNCIL
AUGUST 19, 2013**

The second regular meeting of the Clayton Town Council for the month of August was held on Monday, August 19, 2013, at 6:30 PM at Town Hall, 111 East Second Street.

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

ALSO PRESENT: Steve Biggs, Town Manager; Jamie Schwedler, Town Attorney; Sherry Scoggins, Town Clerk; Nancy Medlin, Deputy Town Manager; David DeYoung, Planning Director; Ann Game, Customer Service Director; Dale Medlin, Electric System Director; Robert McKie, Finance Director; Larry Bailey, Parks & Recreation Director; Jimmy Bradley, Athletic Supervisor; Tim Simpson, Public Works & Utilities Director; Bruce Naegelen, Downtown Development Coordinator; Lee Barbee, Fire Chief; Stacy Beard, Public Information Officer; Tommy Roy, Information Services Technician

ITEM 1. CALL TO ORDER

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

ITEM 2. ADJUSTMENT OF THE AGENDA

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

ITEM 3. ACTION AGENDA

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

- Item 3a. Draft minutes from the August 5, 2013, work session.
- Item 3b. Certificate of Sufficiency and resolution noticing public hearing for annexation petition 2013-07-01 submitted by Harvey Moss of C&H Rentals for property located at 1018 West Stallings Street.
- Item 3c. Notice of public hearing for proposed text amendments to Chapter 155 (Item 5f).

ITEM 4. INTRODUCTIONS & SPECIAL PRESENTATIONS

Item 4a. Introduction of new Town of Clayton employees.

The following new Town of Clayton employee was introduced:

- Howard Creech, Energy Services Technician

Item 4b. Presentation of Squealin on the Square request.

Items 4b and 4c were heard concurrently.

Downtown Development Coordinator Bruce Naegelen stated Squealin on the Square begins Friday October 4, 2013, in the evening and ends Saturday October 5, 2013, at noon. He stated the Shindig request will begin Saturday, October 5, 2013, when the Squealin on the Square event ends.

Chamber Executive Director Jim Godfrey stated the request is for the use of the Town Square for Squealin on the Square. He stated this collaboration will allow both groups to share event expenses. He stated the Squealin on the Square will be similar to last year with BBQ plates available for sale earlier.

Dave Brown with the Clayton Mid-Day Rotary stated Downtown Development Coordinator Bruce Naegelen has been phenomenal to work with during this process. He stated the first Shindig was held in the FlipSide parking lot. He stated there will be five bands this year. He stated this is for people to come out and have a good time in downtown with cool music.

Downtown Development Coordinator Bruce Naegelen stated the request is to close Fayetteville Street between Main Street and Second Street Friday October 4, 2013, at 3 PM and re-open on Saturday October 5, 2013, at 9 PM.

It was the consensus of the Council to place these requests on the consent agenda for the Tuesday, September 3, 2013 agenda.

Item 4c. Presentation of Shindig request.

Items 4b and 4c were heard concurrently.

ITEM 5. ITEMS SCHEDULED FOR THE REGULAR MEETING AGENDA

Item 5a. Presentation of revisions to the Town of Clayton Customer Service Policy Manual.

Customer Service Director Ann Game stated this is a revision to the Town of Clayton Customer Service Policy Manual.

Mayor Pro Tem Grannis questioned if any part of the guidelines are given to the customers.

Customer Service Director Game stated customers receive excerpts of the policy manual. She stated information on how to pay bills, when bills are due, and the extension policy are some of the sections provided to customers.

Based upon question by Council, Customer Service Director Game stated the social security is collected for a program used by the State to collect unpaid bills.

Based upon question by Council, Customer Service Director Game stated if the tampering was done by someone other than the occupant, then the fee is not applicable.

Based upon question by Council, Customer Service Director Game stated the 24 month billing adjustment was in the previous policy and she does not know its history.

Deputy Town Manager Nancy Medlin stated it has been in the policy since her employment with the Town and it can be researched.

Based upon question by Council, Customer Service Director Game stated customers are notified when checks are returned.

Based upon question by Council on the removal of door hangers, Customer Service Director Game stated in addition to door hangers customers are contacted by email.

Mayor Pro Tem Grannis stated he is in agreement with the statement, “In the event a new customer posts a utility account deposit by personal or corporate check and the check is returned to the Town for insufficient funds, the account will be immediately disconnected without benefit of prior notification.” He requested that be either bolded or highlighted.

Based upon question by Council on the Medical Alert Program, Customer Service Director Game stated she keeps the list and each December the list is reviewed and updated.

Based upon question by Council on how those on the Medical Alert Program are contacted to ensure the power is restored, Electrical System Director Dale Medlin stated the list is cross-checked to ensure the power is restored as soon as possible for Medical Alert Program customers.

Dale Medlin stated if there is a large power outage, citizens on the list are contacted and asked if the power is back on.

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

Item 5b. Presentation of revision to the Recreation Fees as posted in the Town's Comprehensive List of Fees and Charges.

Parks & Recreation Director Larry Bailey stated this update is to include the East Clayton Community Park and was a review of the other fees for service.

Athletic Supervisor Jimmy Bradley provided a review of the proposed revisions. He stated a comparison between Cary and Smithfield was the basis for the proposed revisions to the fee schedule.

Based upon question by Council about adult sports, Athletic Supervisor Bradley stated the team fee is a flat fee. He stated if the participant on the team is an in-town resident, there is not an additional cost. He stated if the participant on the team is an out-of-town resident, there is an additional \$40 fee per participant on the team.

Based upon question by Council, Athletic Supervisor Bradley stated the field rentals reflect in-town and out-of-town rates. He stated it is his opinion the rates are competitive regionally.

Based upon question by Council, Athletic Supervisor Bradley stated the cost for an official per game is the same.

Based upon question by Council, Athletic Supervisor Bradley stated the Summer Playground is the summer program.

Parks & Recreation Director Bailey stated he realized the fee is out-of-date and it will be updated as this program has re-located to the Clayton Community Center.

Based upon question by Council about the cost of lighting, Parks & Recreation Director Bailey stated an analysis was done when the fees were originally set and the calculation is complicated because cost is based on time of use.

Town Manager Steve Biggs stated when performing the analysis, the electrical cost was nominal. He stated maintenance and repair were not factored into the cost.

Based upon question by Council on the cost difference between East Clayton Community Park and Community Park, Athletic Supervisor Bradley stated East Clayton Community Park is a full sized baseball field and Community Park is a soft ball sized field.

Based upon question by Council for the tournament field rental, Parks & Recreation Director Bailey stated when most of these teams rent the facilities there is an admission fee. He stated instead of a percentage of the admission fees, a flat fee is charged.

Councilman Thompson stated thank you. He stated the experience and expertise has shown through in this evening's presentation.

Parks & Recreation Director Bailey stated thank you. He added Athletic Supervisor Bradley has done a lot of research.

Councilman Lawter stated he sees picnic rental fees for Municipal Park and Community Park. He questioned if All-Star and East Clayton Community Park have picnic areas.

Parks & Recreation Director Bailey stated the picnic rental fees can be added for All Star Park and East Clayton Community Park.

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

Item 5c. Presentation of resolution for Water and Sewer Systems Revenue Bonds, Series 2013 that will be sold to the USDA.

Town Manager Steve Biggs stated this is a necessary last step in financing the elevated water storage tank. He stated payment for the tank is through a number of sources including an EDA grant, USDA funding support and Rural Center grant. He stated the permanent financing is for \$1.604 million dollars and it would take the form of revenue bonds purchased by the USDA.

Based upon question by Council on payment, Town Manager Biggs stated there is likelihood of a payment or two from the general fund. He stated there are large projects such as the SCADA project and the water-sewer project with Rollingwood. He stated after those projects are in place, the general fund can be evaluated for revenues and reserves.

Based upon question by Council about the interest rate, Town Manager Biggs stated the interest rate has lowered to 3.5%.

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

Item 5d. Presentation of second supplement with NCDOT for the Clayton Community Center (CCC) Pedestrian Connector.

Planning Director David DeYoung stated this agreement is for the construction of the Clayton Community Center (CCC) Pedestrian Connector. He stated the construction would be at the Clayton Community Center on Amelia Church Road

along Little Creek to Lombard Street and then under Lombard Street to Hamby Street. He stated the total contract value is \$1.2 million dollars. He stated the Town will have a 20% match for a cost of about \$224,000.

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

Item 5e. Presentation of Secondary Road Right of Way Agreement.

Town Manager Steve Biggs stated when the HWY 42 widening project was proposed and shown for public review, Caterpillar expressed concern about the impact of the widening on their operations. He stated in working with NCDOT and Caterpillar, a street connection from the production facility directly onto Glen Laurel Road was a solution. He stated as part of the overall package to the permanent facility, the Town agreed to donate right of way to the NCDOT in support of the access to Glen Laurel Road.

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

Item 5f. Presentation of text amendments to Chapter 155 for the following sections:

- Section 155.400 “Access”
- Section 155.401 “Off-Street Parking and Loading”
- Section 155.403 “Signs”
- Section 155.713 “Sign Permit” &
- Section 155.714 “Common Signage Plan”

Planning Director David DeYoung presented the following PowerPoint presentation of the text amendments; herewith attached and incorporated into the record. He provided the following overview:

- Access - consolidated and updated sections so that residential requirements are in one section
- Access - consolidated and updated sections so that non-residential requirements are in one section
- Access – modified definitions and terminology for consistency with other sections of the code
- Access – clarified the need for driveway permits
- Access - text reformatted to be consistent with other sections
- Section 155.401 – corrected terminology, removed how to use section, updated the parking requirements, added bicycle parking, added circulation standards, updated standards for shared and off-site parking agreements, modified the valet parking standards, modified queuing standards
- Signs - began revision after the Council retreat as it was a Council goal
 - Sign committee created with the mission to: update standards, improve readability and usability, improve consistency, allow flexibility
 - First sign committee meeting held on 2/11/2013

- Signs – completely re-written, definitions expanded, exemptions section updated, prohibited signs updated, tables and images added for each sign type, updated the sign square footage calculation, included provisions for electronic signage, updated temporary signage allowances, replaced common signage plan with a master signage plan, included alternative signage plan
 - Current ordinance allows for time and temperature electronic signage only
 - Proposed ordinance lists three types of electronic signs
 - Alternative signage plan comes to Council for creative and innovative signs

Based upon question by Council about color limitations, Planning Director DeYoung stated electronic signs are a black background and whatever LED color is selected. He stated for the public and not-for profit, it is the black background with the white lettering, red lettering, or amber lettering. He stated for the gas station price signs it is limited to red and green. He stated for non-residential signs, it is the black background with white lettering only. He stated this may be reviewed as CVS is black background with red lettering and Meineke is black background with yellow lettering.

Based upon question by Council on frequency and time of electronic sign updates, Planning Director DeYoung stated it is recommended to change once per hour.

Planning Director DeYoung stated the Master Signage Plan limits in-line tenants to one pantone matching color.

Based upon question by Council on the current and the proposed sign code for temporary use, Planning Director DeYoung stated any temporary use signage requires a permit. He stated the timeframe for close-out or liquidation sales is proposed for 60 days.

Based upon question by Council on the brightness of electronic signs, Planning Director DeYoung stated there is a proposal to a limit on the brightness measured by foot candle in the revised amendment.

Mayor Pro Tem Grannis commended the Planning Department staff for being objective with the electronic sign process.

Mayor McLeod stated he is excited with the alternative plan as it is very pro-business.

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

ITEM 6. ITEMS CONTINGENT FOR THE REGULAR MEETING

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

ITEM 7. ITEMS FOR DISCUSSION

No items for discussion were presented to the Council.

ITEM 8. OLD BUSINESS

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

Town Manager Steve Biggs stated he met with Town Engineer John McCullen to discuss the former Red & White Store project. He stated staff recommends putting the property owner on notice with an expectation to see rehabilitation work initiated by October 1 with completion by January 31.

Item 8b. Status of the acquisition of easements for the Clayton-Raleigh sewer transmissions project.

Town Attorney Jamie Schwedler stated a report will be presented at the next meeting.

ITEM 9. STAFF REPORTS

Item 9a. Town Manager

Town Manager Steve Biggs stated no additional.

Item 9b. Town Attorney

Town Attorney Jamie Schwedler stated no additional.

Item 9c. Town Clerk

Town Clerk Scoggins stated the Town is on Open Recruitment for Citizen Advisory Boards through the end of August.

Item 9d. Other Staff

No other staff presented a report to Council.

ITEM 10 OTHER BUSINESS

Item 10a. Informal Discussion & Public Comment.

No informal discussion and public comment were presented to Council.

Item 10b. Council Comments.

No Council comments were presented.

ITEM 11. ADJOURNMENT

With there being no further business brought before the Council, Councilman Satterfield motioned to adjourn. Councilman Thompson seconded the motion. Motion carried unanimously at 7:45 PM.

Duly adopted by the Clayton Town Council this ____ day of September 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: 9/03/13

TITLE: SQUEALIN ON THE SQUARE REQUEST.

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

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

At its August 19, 2013, Council meeting, it was the consensus of the Council to place this item on the consent agenda.

RELATED GOAL: Think Downtown

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
8-19-13	Presentation	Letter from Clayton Chamber & Staff Report.
9-03-13	Approval.	Letter from Clayton Chamber & Staff Report.

CLAYTON

NC

CHAMBER of COMMERCE

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

June 4, 2013

LETTER OF REQUEST

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

Dear Town Manager and Council Members,

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

TOWN SQUARE:

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

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

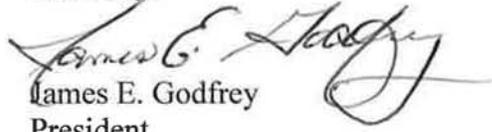
STREET CLOSURES:

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

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

Thank you for your consideration of this request.

Sincerely,


James E. Godfrey
President

Cc: Bruce Naegelen



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

SPECIAL EVENTS COMMITTEE REPORT

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

Downtown/Town Limits/ETJ: Downtown

Applicant: Clayton Chamber of Commerce

Contact: Jim Godfrey, (919) 553-6352

Committee Meeting: June 27, 2013

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

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

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

EVENT DESCRIPTION:

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

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

SERVICES REQUESTED:

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

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

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

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

COMMITTEE CONDITIONS

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

TOWN COUNCIL CONSIDERATIONS

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

TOWN COUNCIL ACTION/COMMENTS

-

DOCUMENTATION RECEIVED:

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

POST EVENT REVIEW:

Scheduled: October 31, 2013

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

Agenda Item: 3c

Meeting Date: 9/03/13

TITLE: SHINDIG REQUEST.

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

At its August 19, 2013, Council meeting, it was the consensus of the Council to place this item on the consent agenda.

RELATED GOAL: Think Downtown

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
8-19-13	Presentation	Staff Report.
9-03-13	Approval.	Staff Report.



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

SPECIAL EVENTS COMMITTEE REPORT

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

Downtown/Town Limits/ETJ: Downtown

Applicant: Clayton Mid-Day Rotary

Contact: Dave Brown (919) 812-6969

Committee Meeting: July 25, 2013

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

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

EVENT LOCATION: Town Square, 110 W Main Street

EVENT DESCRIPTION:

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

SERVICES REQUESTED:

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

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

COMMITTEE ANALYSIS AND COMMENTARY:

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

COMMITTEE CONDITIONS

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

COMMITTEE ACTIONS

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

TOWN COUNCIL CONSIDERATIONS

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

DOCUMENTATION RECEIVED:

- Special Event Application
 - Site layout
-

POST EVENT REVIEW:

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

Agenda Item: 3d

Meeting Date: 9/03/13

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

DESCRIPTION: Attached.

At its August 19, 2013, Council meeting, it was the consensus of the Council to place this item on the consent agenda.

RELATED GOAL: Financially Responsible Town Government Providing Quality Service

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
8-19-13	Presentation.	Policy.
9-03-13	Approval.	Policy.

TOWN OF CLAYTON

Customer Service Policy Manual



Duly Adopted by Town Council and effective May 7, 2012

Establishing Service

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

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

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

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

Prior Debt

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

Customer Deposits

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

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

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

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

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

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

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

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

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

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

Time Extensions

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

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

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

Returned Checks or Drafts

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

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

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

(Adopted July 20, 1998)

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

Assistance for Paying Bills

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

- | | |
|-------------------------------------|--------------|
| 1. Jo. Co. Dept of Social Services | 919-989-5300 |
| 2. Clayton Area Ministries | 919-553-5654 |
| 3. Johnston-Lee
Community Action | 919-209-0530 |
| 4. Salvation Army | 919-934-9102 |
| 5. St. Ann's Catholic Church | 919-934-2084 |

Budget Bill Program

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

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

Bank Draft Plan

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

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

Please contact the Customer Service Department to determine your billing cycle. The participating customer is required to provide Customer Service with a Bank Draft Authorization Form and a voided check for the purpose of establishing the draft. Only customers with good credit are eligible for this program. The Town

defines good credit as no delinquencies, no returned checks or drafts in the most recent 12 month period for residential customers and non-residential customers.

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

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

Medical Alert Program

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

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

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

Load Management

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

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

The credits available are as follows:

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

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

Disconnecting Service

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

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

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

3. **Transferring Service:** If transferring service from one location to another that the Town services, all past due bills must be paid in full. The remaining amount owed and any fees will be transferred to the new account. A new deposit may also be assessed.

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

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

Reconnection

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

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

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

Meter Reading

Utility meters are read by the Town according to an established schedule. Reading dates vary slightly from month to month due to weekends, holidays, weather

conditions, and other factors. Monthly billing periods are assumed to be 30 days, but may range from 27 to 33 days. The Town's well-trained meter readers use modern meter reading equipment and techniques. If meter reading corrections are necessary, the Town will make the adjustments and a new bill may be issued upon request. A credit due to a customer from a meter reading error will be posted to the customer's account.

Meter & Load Management Switch Tampering

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

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

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

(ATTEST)

Jody L. McLeod, Mayor

Sherry L. Scoggins, Town Clerk

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

Agenda Item: 3e

Meeting Date: 9/03/13

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

DESCRIPTION: Attached.

During its August 19, 2013, Council meeting, the Council discussed including the fees for the picnic shelters located at All-Star and East Clayton Community Park (ECCP) and amending the Summer Program information. The schedule was updated to include these recommendations.

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

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

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
8-19-13	Presentation	Excerpt from Comprehensive List of Fees & Charges.
9-03-13	Approval.	Excerpt from Comprehensive List of Fees & Charges.

RECREATION DEPARTMENT

ATHLETICS:

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

Adult Sports	Team Fee	Non-Resident Fee
Adult Softball	\$550	\$40/player
Adult Soccer	\$350	\$40/player
Adult Volleyball	\$300	\$30/player
*Adult Soccer added 8/13		

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

PROGRAMS:

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

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

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

Summer Playground	Resident Fee	Non-Resident Fee
Registration Fee (All Participants)		
\$25	\$50	\$100
*Fees updated 8/13		

FACILITIES:

CLAYTON COMMUNITY CENTER GYM RENTAL		
	Resident Fee	Non-Resident Fee
Full Court	\$65/hour	\$80/hour
Half Court	\$35/hour	\$50/hour
Scoreboard*	\$20/hour	\$20/hour
*Half Court Fee added 8/13		

FIELD RENTAL		
	Resident Fee	Non-Resident Fee
CCP Field #1	\$15/hour	\$30/hour
CCP Field #2	\$15/hour	\$30/hour
CCP Field #3	\$15/hour	\$30/hour
Legend	\$15/hour	\$30/hour
Municipal	\$15/hour	\$30/hour
ECCP Baseball Field	\$25/hour	\$40/hour
ECCP Soccer Field (*Games only, 2 hour minimum rental)	\$50/hour	\$65/hour
ECCP Multipurpose – Full Field	\$30/hour	\$45/hour
ECCP Multipurpose – Half Field	\$15/hour	\$30/hour
*Fees updated, ECCP fees added 8/13		

FIELD RENTAL ADD ONS	
Lights (CCP, Municipal, Legend)	\$15/hour
Lights (ECCP Soccer & Baseball)	\$20/hour
Baseball/Softball Field Prep (All Fields)	\$30/application
ECCP Soccer Field Paint	Included in field rental
*Fees added 8/13	

TOURNAMENT FIELD RENTAL			
	Resident Fee	Non-Resident Fee	Additional Services
CCP - All Day Rental (Sat & Sun, 8 -15 hours)	\$200/Field/Day	\$250/Field/Day	
CCP - Half Day Rental (5-7 hours)	\$100/Field	\$125/Field	
ECCP Baseball – All Day Rental	\$300/Day	\$350/day	
*additional field prep			\$30/field
*scoreboard usage			\$25/Field/Day
*drying agents			\$10/Bag
*admission fee to Town			\$50/Day
*concessions			Only CPRD allowed
*other vendors (Non-Food)			\$50/Vendor/Weekend
All Tournament Field Rentals Include 1 Part-Time Staff @ Facility at all times			
All Tournament Field Rentals include initial field prep for first game, charges apply for additional field prep throughout the day			
*ECCP Fee added 8/13			

PICNIC SHELTER FEES		
	Resident Fee	Non-Resident Fee
Municipal Park		
Up to 2 hours	\$15	\$30
Up to 4 hours	\$25	\$50
4 hours or more	\$75	\$125
Community Park, All-Star Park & East Clayton Community Park (ECCP)		
Up to 2 hours	\$20	\$40
Up to 4 hours	\$30	\$60
4 hours or more	\$100	\$150
*Fees amended 6/4/2007, 9/3/2013		

RECREATION MEMBERSHIP RATES:

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

Membership Terms Defined:

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

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

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

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

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

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

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

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

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

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

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

Membership Includes:

Advanced registration time periods.

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

Access to walking track during operating hours.

Resident rates on programs to include:

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

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

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

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

Duly adopted by the Clayton Town Council this 3rd day of September 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: 3f

Meeting Date: 9/03/13

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

DESCRIPTION: Attached.

At its August 19, 2013, Council meeting, it was shared that the Town would lock in at the lower interest rate of 3.5%.

At its August 19, 2013, Council meeting, it was the consensus of the Council to place this item on the consent agenda.

RELATED GOAL: Financially Responsible Town Government Providing Quality Service

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
8-19-13	Presentation	Resolution.
9-03-13	Approval.	Resolution.

TOWN COUNCIL
OF THE
TOWN OF CLAYTON, NORTH CAROLINA

Excerpt of Minutes
of Meeting of September 3, 2013

Present: Mayor _____ presiding, and
Councilmen: _____
Absent: _____

* * * * *

The following resolution was discussed and its title was read:

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

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

WHEREAS the Council has adopted a Bond Order entitled:

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

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

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

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

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

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

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

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

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

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

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

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

and bearing interest on the unpaid part of such principal at a rate of three and one-half percent (3.500%) per annum until payment thereof, such interest to be payable on June 1, 2014, and annually thereafter on the first day of June of each year until paid.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. The Local Government Commission of North Carolina is hereby requested to sell the Bonds at private sale pursuant to G.S. 159-123 to USDA, subject to the approval of the Town Council; provided, however, that the purchase price of the Bonds is at least \$1,604,000, and that the maximum interest rate does not exceed 3.500% per annum.

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

11. This resolution shall take effect upon its passage.

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

Ayes: _____

Nays: _____

* * * * *

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

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

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

Town Clerk
Town of Clayton, North Carolina

(SEAL)

FORM OF SERIES 2013 BOND

No. R-1

\$1,604,000

REGISTERED BOND WITHOUT COUPONS

(Registered as to both principal and interest)

United States of America
State of North Carolina

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

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

UNITED STATES OF AMERICA
UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT

or registered assigns or legal representative the principal sum of

ONE MILLION SIX HUNDRED FOUR THOUSAND AND NO/100 DOLLARS

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

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

and to pay interest from the date hereof on the unpaid part of such principal sum at the rate of (3.500% per annum until payment thereof, such interest to be payable on June 1, 2014, and annually thereafter on the first day of June of each year until paid. The interest so payable on any such interest payment date will be paid to the person in whose name this Bond is registered at the close of business on the record date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date. Both the principal of and the interest on this Bond are payable in any coin or currency of the United States of America which, at the respective date of payment thereof, is legal tender for the payment of public and private debts.

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

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

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

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

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

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

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

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

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

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

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

Mayor

[SEAL]

Clerk

CERTIFICATE OF LOCAL GOVERNMENT COMMISSION

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

T. Vance Holloman
Secretary of the Local Government Commission

By: _____
Designated Assistant

CERTIFICATE OF AUTHENTICATION

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

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

Bond Registrar

Date of Authentication: _____

ASSIGNMENT

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

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

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

Dated: _____

In the presence of:

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

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

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

Agenda Item: 3g

Meeting Date: 9/03/13

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

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

At its August 19, 2013, Council meeting, it was the consensus of the Council to place this item on the consent agenda.

RELATED GOAL: Financially Responsible Town Government Providing Quality Service

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
7-18-11	Presentation.	Agreement.
8-01-11	Approval.	Agreement.
10-15-12	Presentation.	Supplement Agreement And Agreement (8/17/2011).
11-05-12	Approval.	Supplement Agreement.
8-19-13	Presentation	Second Supplement, First Supplement, & Initial Agreement.
9-03-13	Approval.	Second Supplement.

NORTH CAROLINA
JOHNSTON COUNTY

2nd SUPPLEMENTAL AGREEMENT

DATE: 7/24/2013

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: EL-5100OB

AND

WBS ELEMENTS: PE 41821.1.33

ROW 41821.2.33

TOWN OF CLAYTON

CON 41821.3.33

FEDERAL-AID #: STPDA-0406(5)

CFDA #: 20.205

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

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department", and the Town of Clayton, hereinafter referred to as the "Municipality."

WITNESSETH:

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

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

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

The following provisions are amended:

2. SCOPE OF PROJECT

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

3. FUNDING

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

4. TIME FRAME

The Municipality shall complete the Project by 9/1/2015. Completion for this Agreement is defined as completion of all construction activities, acceptance of the project, and submission of a final reimbursement package to the Department.

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

The following provisions have been added to the agreement:

17. CONSTRUCTION AUTHORIZATION

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

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

18. CONTRACTOR PROCUREMENT

ADVERTISE FOR BIDS

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

CONSTRUCTION CONTRACTOR REQUIREMENTS

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

CONSTRUCTION SUBCONTRACTOR REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference <https://connect.ncdot.gov/projects/Contracts/Pages/LGA-Projects.aspx>.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.

- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

AWARDING CONTRACT

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

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

DELAY IN PROCUREMENT

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

FORCE ACCOUNT

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

19. CONSTRUCTION

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

CONSTRUCTION CONTRACT ADMINISTRATION

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

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

RETAINAGE

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

SIGNAGE

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

SITE LAYOUT

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

RIGHT TO INSPECT

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

CONTRACTOR COMPLIANCE

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

CHANGE ORDERS

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

SHOP DRAWINGS

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

20. CLOSE-OUT

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

FINAL INSPECTION

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

FINAL PROJECT CERTIFICATION

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

21. MAINTENANCE

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

22. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Construction

REIMBURSEMENT GUIDANCE

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

REIMBURSEMENT LIMITS

- **WORK PERFORMED BEFORE NOTIFICATION**

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

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

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

- **UNSUBSTANTIATED COSTS**

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

- **WORK PERFORMED BY NCDOT**

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$830,770 available to the Municipality under this Agreement. If the cost of work done by the Department exceeds the funding award, the Department will bill the Municipality for the excess costs.

- **CONSTRUCTION ADMINISTRATION**

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

- **CONSTRUCTION CONTRACT UNIT PRICES**

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

- **RIGHT OF WAY**

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

- **FORCE ACCOUNT**

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

BILLING THE DEPARTMENT

- **PROCEDURE**

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

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

- **INTERNAL APPROVALS**

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

- **TIMELY SUBMITTAL OF INVOICES**

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

- **FINAL INVOICE**

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

23. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

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

PROJECT RECORDS

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

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

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

ATTEST:

TOWN OF CLAYTON

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

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

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

Town of Clayton

DEPARTMENT OF TRANSPORTATION

BY: _____

(CHIEF ENGINEER)

DATE: _____

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

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

Agenda Item: 3h

Meeting Date: 9/03/13

TITLE: SECONDARY ROAD RIGHT OF WAY AGREEMENT.

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

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

At its August 19, 2013, Council meeting, it was the consensus of the Council to place this item on the consent agenda.

RELATED GOAL: Grow the Local Economy

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
8-20-12		
8-19-13	Presentation	Agreement and map.
9-03-13	Approval.	Agreement and map.

SECONDARY ROAD RIGHT OF WAY AGREEMENT

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

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

NORTH CAROLINA
COUNTY OF JOHNSTON
TOWNSHIP OF CLAYTON

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

TOWN OF CLAYTON

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

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

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

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

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

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

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

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

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

TOWN OF CLAYTON

BY: _____
JODY L. MCLEOD

(Mayor)

(Seal)

ATTEST: _____
SHERRY L. SCOGGINS

(Town Clerk)

NORTH CAROLINA, _____ COUNTY

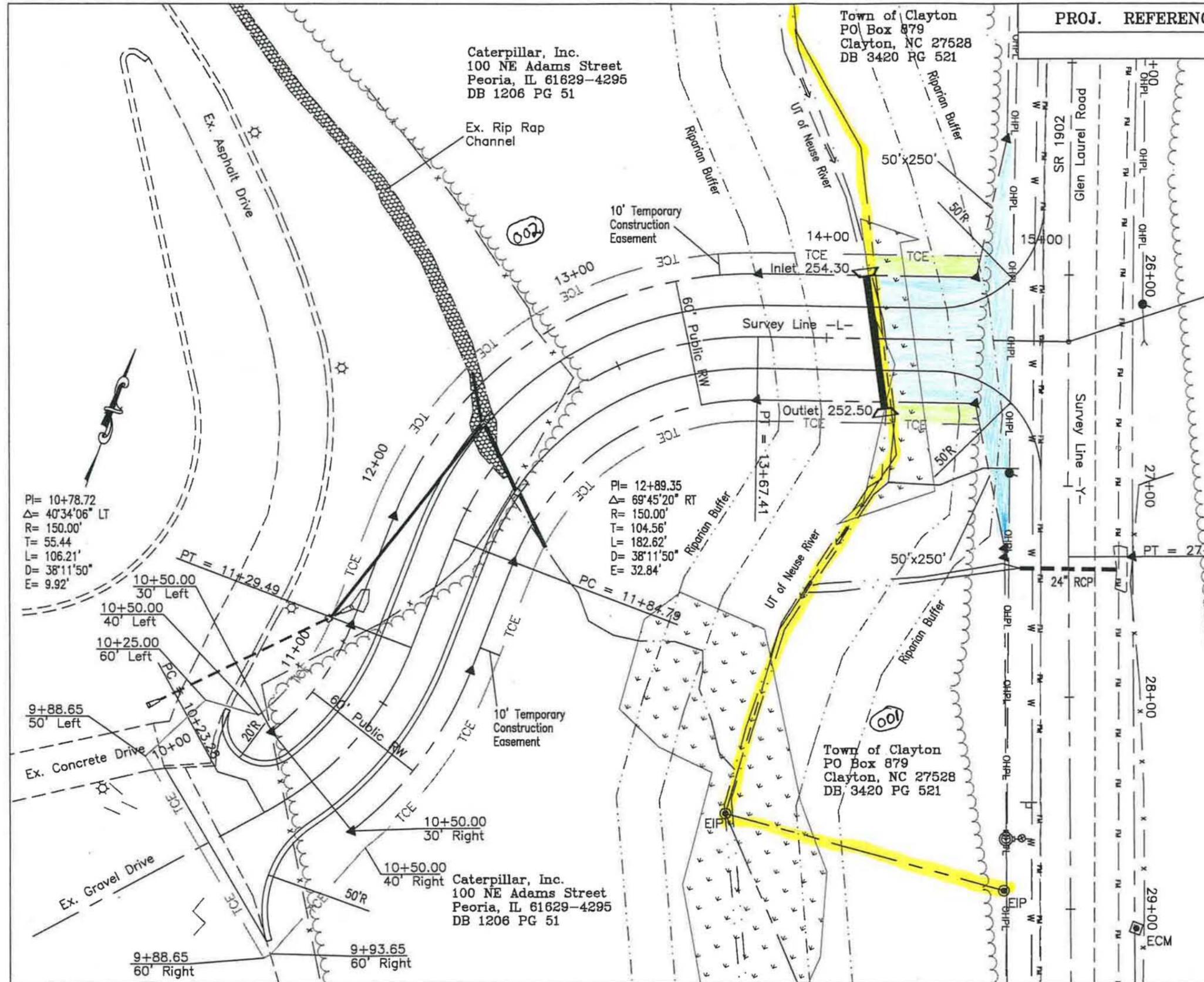
I, a Notary Public of the County and State aforesaid certify that _____ Sherry L. Scoggins personally came before me this day and acknowledged that she is Town Clerk of _____ Clayton, North Carolina a municipal corporation, and that by authority duly given and as the act of the corporation, the foregoing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

My commission expires: _____

Notary Public

Notary Seal

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



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

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

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

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

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

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

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

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

DATE ??



"Caterpillar Access Road"

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

Agenda Item: 4a

Meeting Date: 9/03/13

TITLE: PRESENTATION OF CONSTITUTION WEEK PROCLAMATION.

**DESCRIPTION: The week of September 17 – 23 is recognized as
Constitution Week.**

RELATED GOAL: Administrative

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
9-03-13	Presentation.	Proclamation.

TOWN OF CLAYTON

Constitution Week 2013

WHEREAS, September 17, 2013, marks the two hundred and twenty-sixth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

WHEREAS, it is fitting and proper to officially recognize the patriotic celebrations which will commemorate the occasion; and

WHEREAS, public law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

NOW, THEREFORE, the Honorable Mayor and Town Council do hereby proclaim September 17 through 23, 2013, to be

CONSTITUTION WEEK

In the Town of Clayton, North Carolina, and urge our citizens to reaffirm the ideals the Framers of the Constitution had in 1787.

Duly proclaimed by the Honorable Mayor and Town Council this 3rd day of September 2013, while in regular session.

Jody L. McLeod
Mayor

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

Agenda Item: 4b

Meeting Date: 9/03/13

**TITLE: PRESENTATION BY THE PUBLIC ART ADVISORY BOARD
REQUESTING TO AMEND THE BY-LAWS OF THE MEMBERSHIP
AND PRESENTATION OF RECOMMENDED PUBLIC ART
PROJECTS FOR FY 13-14.**

DESCRIPTION: At its February 4, 2008, Council meeting, the Clayton Town Council adopted a resolution establishing the Public Art Advisory Board:

- Comprised of five members
- Develop by-laws for operations and policies for the performance of the duties assigned by the Town Council
- Present reports to the Council on activities at least once a year

RELATED GOAL: Administrative

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
9-03-13	Presentation.	Resolution (2008-010), Revised By-laws.

**TOWN OF CLAYTON
RESOLUTION ESTABLISHING A PUBLIC ART ADVISORY BOARD**

WHEREAS, it is in the best interest of the Town of Clayton and its citizens to establish a collection of artistic works for the benefit of the community and the betterment of public spaces and facilities; and,

WHEREAS, a viable and preferred means of making decisions about acquisition, display, and collection of art is to involve qualified, knowledgeable, and interested citizens as a Board for the in evaluation and recommendations on collection of artistic works; and,

WHEREAS, the purpose of the Board is to establish a procedure through which the Town of Clayton can acquire and accept artwork on loan or as a gift and make recommendations to the Town Council of the Town of Clayton toward the creation of a Public Art Program; and,

WHEREAS, The Public Art Advisory Board will review and make recommendations to Council for all acquisitions and exhibition of all artwork loaned to, donated to, purchased by, or commissioned by the Town of Clayton, with the exception of rotating monthly exhibits inside the Clayton Center lobby/exhibit area as administered by Clayton Visual Arts; and,

WHEREAS, the Public Art Advisory Board will establish guidelines for the acquisition, maintenance and removal or relocation of all public art as necessary within the Town of Clayton; and,

WHEREAS, Public Art shall be defined as any and all forms of visual art conceived in any medium placed in areas accessible or visible to the public and will not include any architectural or landscape design, except when commissioned and designed by an artist.

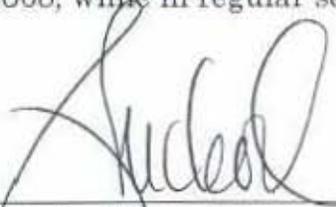
NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Clayton hereby establishes a Public Art Advisory Board.

1. The Public Art Advisory Board shall be appointed by the Town of Clayton and be comprised of five (5) individuals who have special knowledge, interest or experience in the arts, key business leaders, design professionals, educators, civic and community groups and property owners.

2. That the Public Art Advisory Board shall develop by-laws for operation and policies for the performance of the duties assigned by the Town Council, herein above.
3. That the Public Art Advisory Board shall make periodic reports to the Council on its activities, goals, and accomplishments with such reports happening at least once per calendar year.

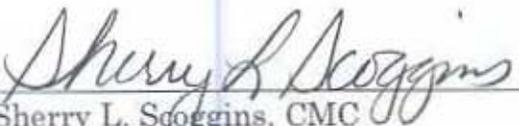
This resolution shall be effective immediately.

Duly adopted this 4th day of February 2008, while in regular session.



Jody L. McLeod
Mayor

Attest:



Sherry L. Scoggins, CMC
Town Clerk

Town of Clayton
Public Art Advisory Board

Aug. 23, 2013

Dear Mayor and members of the Town Council,

During our meeting on Aug. 20, 2013, we discussed the need to expand the size of our board to take on new roles such as fundraising, event planning, marketing and project coordination—all of which are needed as we take on larger and more-involved public art projects.

Toward that end, we are recommending that our bylaws be amended to allow four additional members, bringing the total to nine. We would also like to move our election of officers up a month to November and to add the deputy town manager as an ex-officio member of our board.

As you know, we need your approval to make these changes to the bylaws.

I will be available at your meeting on Sept. 3 to answer any questions. As always, thank you for your support of public art.

Sincerely,
Suzette Rodriguez
Chairman, Public Art Advisory Board

Town of Clayton Public Art Advisory Board By-laws

Mission

The mission of the Public Art Advisory Board of the Town of Clayton is to

- Enhance public spaces and facilities through incorporation of art and artful design,
- Advise on the acquisition and collection of public artworks owned by the Town, and
- Annually report to the Town Council on all matters related to public art

Public art is defined as any form and medium of visual art in public space.

Public art shall exclude architecture, landscapes and site design unless the Town of Clayton chooses to incorporate an artist or art concepts into the building or open space design. Public art in Clayton may be permanent or temporary, and may be the result of collaboration among artists and designers or artist-initiated projects.

Public Art Advisory Board Roles and Responsibilities

1. **Public Art Advisory Board:** Defined by the Public Art Advisory Board resolution. The Board will advise on the acquisition, loan, placement, maintenance, display and disposal of public art and artworks contracted for, placed on, erected on property of the Town of Clayton, or become the property of the Town through acquisition or otherwise or in the custody of

the Town by loan or otherwise. No public art or artworks shall be acquired, loaned, or installed nor shall existing public art or artworks be de-accessioned or removed from public places without a review by the Advisory Board.

2. **Appointments:** Members of the Public Art Advisory Board shall be appointed by the Clayton Town Council. Membership shall consist of **five** **nine** (95) regular members. The Town Manager, Deputy Town Manager, Cultural Arts/Clayton Center Executive Director, the Mayor and/or member of the Town Council shall serve as ex-officio members of the Board with full rights of participation except authority to vote on matters before the board.
3. **Terms:** Terms for all members shall be for three (3) years and terms may be renewed one (1) time consecutively. No person shall serve more than two (2) consecutive full terms; however, appointments to unexpired terms shall not count towards this limitation and persons may be reappointed to the Board following two completed terms once a single year has elapsed since last service on the Board. Initially, two members will be appointed to a two year term and three members to a three year term. Terms will run on a calendar year.

4. **Election of Officers:** Officers terms will run on a calendar year, with election of Officers taking place each year at the Board's **December** [November](#) meeting or at another time when necessitated by vacancy.

The following Officers shall be appointed upon majority vote of the membership present at an official meeting: Chair and Secretary.

Members should state their desire to run for office at the **November** [October](#) meeting. Officers may succeed themselves.

5. **Duties of Officers:**

1) **Chair:** The Chair shall preside at meetings and shall retain full voting rights. The Chair shall make appointments to special and standing committees of the Board. The Chair may call a special meeting with a minimum of 48 hours notice to the membership in accordance with NCGS (North Carolina General Statute) 143.318.12. The Chair shall serve as ex-officio member of all standing committees. The Chair, in conjunction with ex-officio Town officials, shall serve as exclusive spokespersons on behalf of the Board for all contact with the media.

2) **Secretary:** The Secretary shall take the official minutes. Draft minutes will be provided to Board members within two weeks after regularly scheduled meetings.

6. **Qualifications of Members:** Members may be individuals who have special knowledge, interest or experience in the arts, key business leaders, design professionals, educators and civic and community activists.

7. **Meetings and Reporting:** The Public Art Advisory Board will meet monthly according to an adopted calendar. In the event that no business is pending and no agenda developed a meeting may be cancelled except that no more than 2 consecutive meetings may be cancelled. Special meetings may be called by the chair or upon written request from the majority of the body in accordance with applicable rules and guidelines.

The Board shall make periodic reports to the Council on its activities, goals, and accomplishments at least once per calendar year.

All members are expected to attend regular and special meetings. Failure to attend three consecutive meetings without prior notice of absence may result in removal from the Board and shall require no action beyond notification to the Town Council of the need for appointment to an unexpired term.

Business of the Board shall only take place in the course of an official meeting. An official meeting shall only take place in the presence of a quorum at regular scheduled or properly called special meetings.

8. **Resignation and Removal:** Resignation of Board members must be provided in writing. Board members may be removed by unanimous vote of remaining members or by Council action.
9. **Quorum:** A quorum is defined as ~~3~~5 or more regular members present at one time.
10. **Changes to By-laws:** Changes to the by-laws shall be made by a majority vote of the membership following review and consent of the Clayton Town Council.
11. **Establishment of Special Committees:** The Chair may, as needed, establish standing or special committees without necessity of revision to or amendment of the by-laws.
12. **Conflicts of Interest:** Any conduct that creates an appearance of impropriety or may otherwise impair a Board member's judgment in the selection of a project site, finalist, or artist is prohibited. The Chair and/or Town Council may ask a member to relinquish his/her position should a member engage in such conduct.

In addition, anyone in a position to receive financial gain from the selection of artists will be ineligible to serve on a selection panel.

Panelists must declare any conflict of interest and excuse themselves from discussion of said project if a conflict of interest arises.

Members will declare any conflicts of interest at any point during the public art selection process and refrain from discussing or voting on any component of the process in which they may have a conflict of interest.

13. Other topics: The Town of Clayton Public Art Advisory Board is established by and serves as an advisory board to the Town of Clayton. The Board shall continue to serve and exist unless and until official action is taken by the Town Council to abolish or modify the Board. No action other than majority vote of the Clayton Town Council shall have the effect of abolishing or otherwise ending the purposes, duties, responsibilities, or authorities of the Board.

Duly adopted this ~~6th~~3rd day of ~~April~~September 20~~13~~09, while in regular session.

ATTEST:

Sherry L. Scoggins, MMC
Town Clerk

Jody L. McLeod
Mayor

Town of Clayton
Public Art Advisory Board
Aug. 23, 2013

Dear Mayor and members of the Town Council,

At our last meeting on Aug. 20, our Advisory Board voted to continue two popular public art projects from the prior fiscal year: The Downtown Clayton Sculpture Trail and the student art installation along Sam's Branch Greenway.

We anticipate raising \$10,000 to supplement our budget appropriation of \$11,000 this fiscal year. Specifically, we've applied for a grant to offset expenses for the greenway project, which will once again bring together artist George Le Chevallier of Garner and students at Clayton High and Powhatan Elementary schools to make art to attach to the rails of the long footbridge along the trail. This new art installation would succeed the wooden, painted butterflies, which we're recommending be auctioned and the proceeds used to support the new project.

We're also mulling possibilities for commercial sponsorships of the sculpture trail. We now have in place a process and timeline that will make the project easier to manage this year.

In the early part of next year, we would like to schedule a public art retreat with the town council, members of the staff and our board, which will by then have several new members and new officers. We look forward to talking with you about the future of our program.

Thank you for your continued support of public art.

Sincerely,
Suzette Rodriguez
Chairman, Public Art Advisory Board

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

Agenda Item: 4c

Meeting Date: 9/03/13

**TITLE: PRESENTATION OF CHRISTMAS VILLAGE AND TREE LIGHTING
EVENT REQUEST.**

DESCRIPTION: The Clayton Downtown Development Association respectfully requests the temporary closure of Main Street between Smith Street and O'Neil Street from 5 PM to 9 PM on Thursday, December 5, 2013, for the Christmas Village and Tree Lighting event.

The attached staff report is a preliminary report. The Events Team meeting is Thursday, August 29, 2013.

RELATED GOAL: Think Downtown

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
9-03-13	Presentation.	Special Events Committee Report (Preliminary).



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 (PRELIMINARY)

Application Number: 2013-1387
Event Name: Christmas Village & Tree Lighting
Event Date(s): December 5, 2013
Time: 6:00 pm – 8:30 pm
Location: Main Street - Downtown

Downtown/Town Limits/ETJ: Downtown

Applicant: Clayton Downtown Development Association, Inc.

Contact: Diane Bean, Event Chair (919) 210-3061
Bruce Naegelen, DDC, (919) 359-9349

Committee Meeting: August 29, 2013

Attendance:

Guests:

EVENT LOCATION: Main Street from Smith to O'Neil

EVENT DESCRIPTION:

- 5:00 pm – 9:00 pm. Main Street will be closed from Smith to O'Neil.
- Activities include Business Open House, dance, choral and musical performances along Main Street, including Horne and Town Square. Live Nativity, Doggie Christmas Costume Contest & Parade, Santa Claus, horse & carriage, High School Marching Band, Tree Lighting at Town Square

Estimated Attendees per day: 5,000+

SERVICES REQUESTED:

- Closure of Main Street from Smith to O'Neil Street
 - Use of Horne Square
 - Use of Town Square
-

COMMITTEE ANALYSIS AND COMMENTARY:

COMMITTEE CONDITIONS

- -
 - Notify NC Railroad about parade at least 30 days in advance with copy of letter to Town of Clayton Planning Department
 - Special Event Permit will be issued by Planning Department pending road closure approval by Town Council & NCDOT
-

COMMITTEE ACTIONS

- - Staff scheduled Town Council presentation for September 3, 2013
 - Special Event Permit will be issued upon:
 - Approval of Road Closure request by Town of Clayton, and NCDOT
 - Satisfaction of Committee Conditions
-

TOWN COUNCIL CONSIDERATIONS

- Closure of Main Street (Smith St to O'Neil St) from 5:00 pm – 9:00 pm
 - Closure of Horne Square parking lot from 6:00 am – 9:00 pm
 - Closure of Town Square parking lot from 6:00 am - 9:00 pm
 - **COUNCIL ACTION:**
-

DOCUMENTATION RECEIVED:

- Special Event Application
 - Site plan
-

POST EVENT REVIEW:

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

Agenda Item: 4d

Meeting Date: 9/03/13

TITLE: PRESENTATION OF CLAYTON CHRISTMAS PARADE REQUEST.

DESCRIPTION: The Clayton Chamber respectfully requests the temporary closure of Main Street between US 70 Business HWY and Robertson Street from 12 PM (noon) to 5 PM on Saturday, December 14, 2013, for the Clayton Christmas Parade.

The attached staff report is a preliminary report. The Events Team meeting is Thursday, August 29, 2013.

RELATED GOAL: Think Downtown

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
9-03-13	Presentation.	Special Events Committee Report (Preliminary).



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 (PRELIMINARY)

Application Number: 2013-1369
Event Name: Clayton Christmas Parade
Event Date(s): December 14, 2013
Time: 3:00 pm
Location: Main Street - Downtown

Downtown/Town Limits/ETJ: Downtown

Applicant: Clayton Chamber of Commerce

Contact: Mary Beth Roberti, (919) 553-6352

Committee Meeting: August 29, 2013

Attendance:

Guests:

EVENT LOCATION: Main Street, Downtown

EVENT DESCRIPTION:

12:00 pm – 5:00 pm Main St. will be closed from US 70 Bus to Robertson St
3:00 pm – Parade

Main Street will be closed to allow time for parade units to line up, beginning at Smith Street working backward toward US 70 Business. Parade will proceed down E Main Street to Fayetteville Street where it will continue to Clayton High School. Floats or vehicles carrying participants will disembark in the CHS gymnasium parking lot – others will proceed to US 70 Business.

Estimated Attendees per day: 10,000

SERVICES REQUESTED:

- Main Street road closure, barricades, trash carts, and safety personnel typically associated with this event.

COMMITTEE ANALYSIS AND COMMENTARY:

Committee will meet August 29, 2013

COMMITTEE CONDITIONS

1. (pending)
 2. Notify NC Railroad of parade 30 days in advance
 3. Presentation to Town Council on September 3 at 6:30 pm
 4. Road closure approval from Town of Clayton & NCDOT
-

COMMITTEE ACTIONS

- (Pending)
 - Staff has scheduled Town Council presentation by organizer at Sept 3 meeting (6:30 pm)
 - Special Event Permit will be issued upon:
 - Approval of Road Closure request by Town of Clayton, and
 - Satisfaction of Committee Conditions
-

TOWN COUNCIL CONSIDERATIONS

- Consider closure of Main Street from US 70 Business to Robertson Street from 12:00 pm to 5:00 pm on Saturday, December 14, 2013

 - **COUNCIL ACTION:**
-

DOCUMENTATION RECEIVED:

- Special Event Application
 - Site layout
-

POST EVENT REVIEW:

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

Agenda Item: 4e

Meeting Date: 9/03/13

TITLE: PRESENTATION OF HALLOWEEN PARADE REQUEST.

DESCRIPTION: The Clayton Parks & Recreation Department respectfully requests the temporary closure of Main Street between Lombard Street and North O'Neil Street from 2 PM to 3:15 PM and the temporary closure of Fayetteville Street from 3 PM to 4:30 PM on Thursday, October 31, 2013.

The Events Team meeting is Thursday, August 29, 2013.

RELATED GOAL: Think Downtown

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
9-03-13	Presentation.	Memorandum.

The Parks & Recreation Department will hold the annual Halloween Parade on Thursday, October 31, 2013. As in years past, the downtown businesses that agree to participate will pass out candy to the children as they go on parade down Main Street. The parade will begin on Main and Lombard Streets and will end at the Town Square.

We are requesting the temporary closure of Main Street between Lombard and Fayetteville Streets during the event. Main Street will need to be closed at 2 PM and remain closed until approximately 3:15 PM, once the children successfully complete the parade to the Town Square. We are requesting that Fayetteville Street between Main and Second Streets be closed from 3 PM until 4:30 PM, once the activities end.

The Parks & Recreation Department will be in contact with the Police Department to help with the temporary street closures and the redirecting of traffic during this event.

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

Agenda Item: 5a

Meeting Date: 9/03/13

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

DESCRIPTION: Attached.

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

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

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

RELATED GOAL: Legislative.

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
7-15-13	Presentation.	Resolution & Map.
8-05-13	Approval.	Resolution & Map.
8-19-13	Public Notice.	Certificate of Notice, Resolution & Map.
9-03-13	Public Hearing.	Ordinance & Map.

Ordinance Number:

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

**AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF
THE TOWN OF CLAYTON, NORTH CAROLINA**

WHEREAS, the Town of Clayton has been petitioned under G.S. 160A-31 to annex the area described below; and

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

WHEREAS, the Town Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at Town Hall at 6:30 PM on Tuesday, September 3, 2013, after due notice by publication on August 21, 2013; and

WHEREAS, the Town of Clayton finds that the petition meets the requirements of G.S. 160A-31;

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

Section 1. By virtue of the authority granted by G.S. 160A-31, the following described territory is hereby annexed and made part of the Town of Clayton as of September 3, 2013:

Parcel ID 05029026; containing .56 +/- acres; located at 1018 West Stallings Street; and as described in Deed Book 1438 Pages 433-436 available at the Johnston County Register of Deeds Office:

Schedule A

BEGINNING at an existing concrete monument in the western right of way line of Liberty Loop Lane said monument being a common corner with Lot Six; thence running with the line of Lot Six South 52 degrees 10 minutes 23 seconds West 170.07 feet to an existing concrete monument located in the eastern right of way line of Stallings Street; thence running with the eastern right of way line of Stallings Street North 42 degrees 15 minutes 00 seconds West 205.77 feet to an existing axle located in the eastern right of way line of Stalling Street; thence running with the line of Lot Eleven North 53 degrees 04 minutes 40 seconds East 202.52 feet to an existing concrete monument in the western right of way line of Liberty Loop Lane; thence running with the western right of way line of Liberty Loop Lane South 33 degrees 08 minutes 27 seconds East 202.64 feet to an existing concrete monument, said monument marking the point and place of **BEGINNING**, containing .87 acres more or less, according to a survey entitled "Physical Survey for C & H Rentals" prepared by A. L. Lewis, RLS, dated April 13, 1995, to which reference is hereby made for a more complete and accurate description.

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

Section 2. Upon and after September 3, 2013, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Clayton and shall be entitled to the same privileges and benefits as other parts of the Town of Clayton. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 3. The Mayor of the Town of Clayton shall cause to be recorded in the office of the Register of Deeds of Johnston County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the County Board of Elections, as required by G.S. 163-288.1.

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

ATTEST:

Jody L. McLeod,
Mayor

Sherry L. Scoggins, MMC
Town Clerk

Katherine Ross,
Town Attorney

.....
**NORTH CAROLINA
JOHNSTON COUNTY**

This ____ day of _____, 2013, personally appeared before me Sherry L. Scoggins, Clerk of the Town of Clayton, who, being duly sworn by me, says that she knows the common seal of the Town of Clayton and is acquainted with Jody L. McLeod, who is the Mayor and presiding member of said municipal corporation; and that she saw the said Mayor sign the foregoing instrument and saw the said common seal of said municipal corporation affixed to said instrument by said Mayor, and that she, the said Sherry L. Scoggins, signed her name in attestation of said instrument in the presence of said Mayor.

Witness my hand and notarial seal, this the day and year first above written.

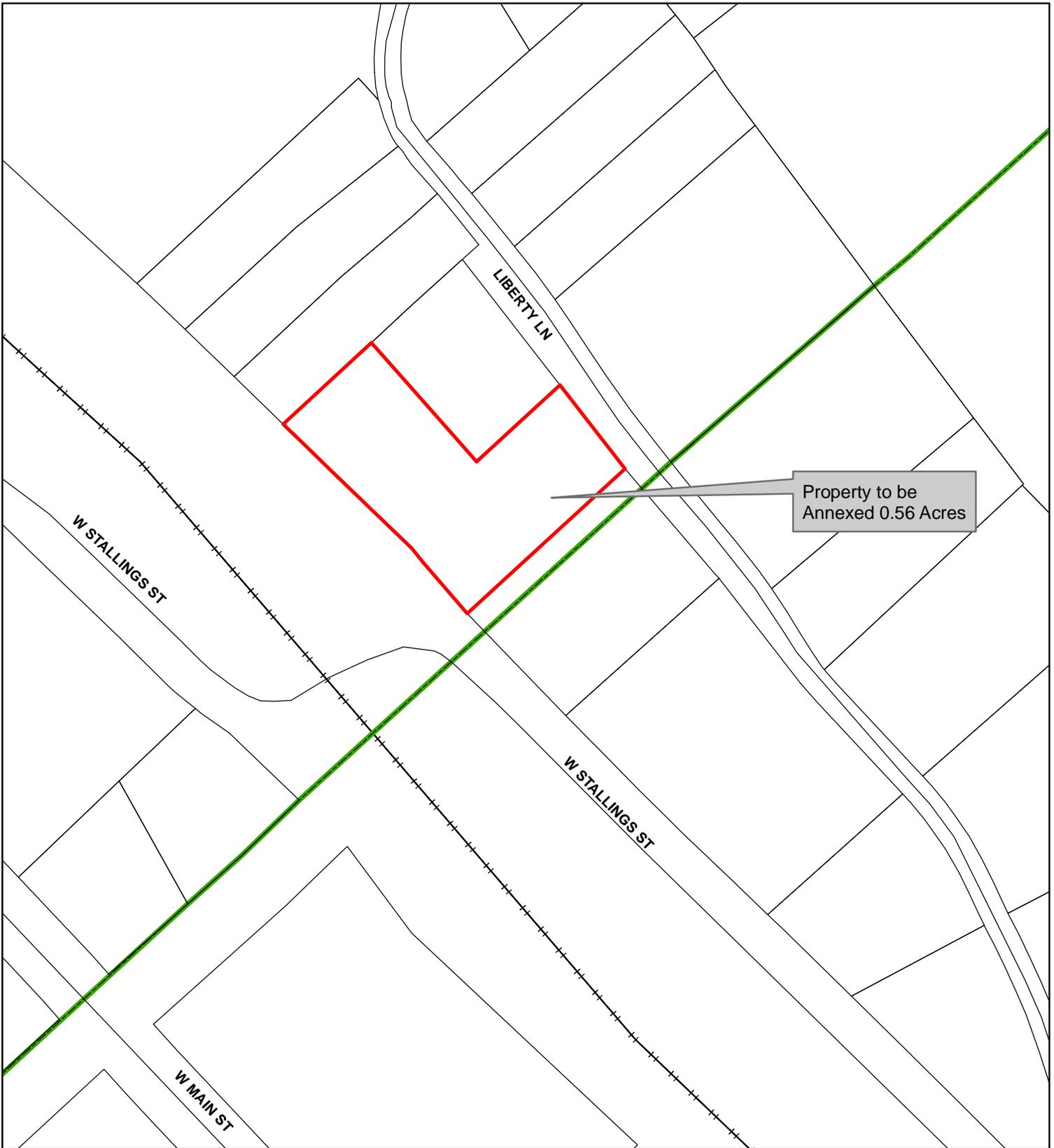
Notary Public - Signature

(SEAL)

Notary Public – Printed Name

Commission Expires: _____

County of Commission: Johnston



Property to be Annexed 0.56 Acres

Legend

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

Annexation Map

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



1 inch = 100 feet



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

Agenda Item: 5b

Meeting Date: 9/03/13

**TITLE: PUBLIC HEARING FOR TEXT AMENDMENTS TO CHAPTER 155
FOR THE FOLLOWING SECTIONS:**

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

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

DESCRIPTION: Attached.

RELATED GOAL: Manage Growth Producing Quality Developments

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
8-19-13	Presentation	Text Amendments.
9-03-13	Public Hearing.	Motion Form, Ordinance Amendments, And Consistency & Reasonableness Statement.

1. ACTION [MOTION] ON PROPOSED TEXT AMENDMENT

Motion:

Council motion to approve [or deny] the proposed text amendment.

If the text amendment request is approved, Council will continue with the Consistency and Reasonableness Statement.

2. ACTION [MOTION] ON CONSISTENCY AND REASONABLENESS STATEMENT

MOTION:

Council motion to approve [or deny] the Statement of Consistency and Reasonableness for the text amendment as included in the agenda packet.

TOWN OF CLAYTON
Amendment to Chapter 155 Section 400

BEING HEREBY ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON, NORTH CAROLINA to amend Chapter 155 Section 400 with the following:

Amend to read as follows:

ARTICLE 4: GENERAL DEVELOPMENT STANDARDS

§ 155.400 ACCESS

(A) PURPOSE AND INTENT

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

(B) ACCESS

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

(C) ACCESS REQUIRED

- (1) Except as provided in paragraph(C)(2) below, no principal building, structure, or use may be erected or established on any lot which does not abut at least 30 feet on a street that is publicly-dedicated and maintained by the Town or the North Carolina Department of Transportation.
- (2) The Planning Director may authorize, in specific situations, alternative driveway access when:
 - (a) The effect of such application would be to deprive the parcel of reasonable access; or
 - (b) The size, configuration, or lack of frontage makes alternatives infeasible.
 - (c) At a minimum, entrances and exits, except those associated with a single-family residential use, shall be subject to the dimensional standards provided in Table 4-1 below.

TABLE 4-1 –DIMENSIONAL STANDARDS OF ACCESS WAYS

Min. Entrance/Exit Width	Feet ⁽¹⁾
One-Way	15
Two-Way without median	25 (35 maximum)
Two-way with median	40 ⁽²⁾
Right Turn Radius ⁽³⁾	
Minimum	25
Maximum	30
Notes:	
1. All entrances and exits are subject to approval by the Town of Clayton and/or NCDOT. Widths exceeding these standards may be approved by the Planning Director or Town Engineer, depending on the use. 2. Width excludes median. 20 foot unobstructed pavement required on both sides of median, excluding landscape islands. 3. Measured on side of driveway exposed to entry or exit by right turning vehicles.	

(D) COMPLIANCE WITH LOCAL AND STATE REQUIREMENTS

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

(E) ACCESS TO RESIDENTIAL SUBDIVISIONS

- (1) When a residential subdivision borders on or contains a major thoroughfare, direct driveway access from lots within the subdivision onto the thoroughfare shall not be permitted.
- (2) In order to accommodate emergency and service vehicles, the following standards shall apply:
 - (a) Any residential subdivision of greater than 30 lots shall include at least two access points. The second access may consist of an existing or future street connection to an adjacent development.
 - (b) Any residential subdivision of greater than 75 lots shall include at least two access points. The second access may consist of a street connection to an existing adjacent development.

- (c) No more than 75 certificates of occupancy may be issued within the subdivision until the required secondary access has been constructed or bonded for construction.
 - (d) Residential subdivisions of 250 or more lots shall provide three separate access points. Where three or more access points are required, the Town Council may waive the requirement for immediate construction of more than two access points, provided that subdivision phasing and design illustrates the additional required connections.
- (3) A waiver (see § 155.706(l)(7)) of these standards may be allowed by the Town Council during approval of the preliminary subdivision plat only where limited frontage, natural features (slope, topography), or similar circumstances preclude the required connections and there is no substantial impact noted regarding emergency service delivery.

(F) RESIDENTIAL DRIVEWAY STANDARDS

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

(1) Design

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

(2) Width

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

(3) Number

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

(4) Setbacks

- (a) Residential driveways shall be spaced at least 20 feet from any other driveway on the same lot.
- (b) Driveways shall be no closer than three and one-half feet to any lot line, except where two residential driveways coincide along the same lot line.

- (c) The minimum corner clearance from the curb line or edge of pavement of intersecting streets shall be at least 20 feet from the point of tangency of the radius curvature, or 20 feet from the intersection of right-of-way lines, whichever is greater.
- (d) The radius of the driveway shall not encroach on the minimum corner clearance.

(G) NON-RESIDENTIAL DRIVEWAY STANDARDS

(1) Design

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

(2) Number

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

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

(3) Outparcels

Outparcels shall take access from within the development, where possible.

(H) CROSS ACCESS CONNECTIONS

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

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

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

(I) SHARED ACCESS

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

(J) CLOSURE OR RELOCATION OF EXISTING ACCESS POINTS

- (1) The Planning Board or Town Council, in conjunction with NCDOT, shall have the authority to require the closure or relocation of existing access points where multiple access points to the site are available.
- (2) The Planning Board or Town Council may approve the closure of driveway access in those cases where adjoining parcels are subsequently developed with a residential use.

(K) VISIBILITY AT INTERSECTIONS

- (1) On a corner lot, nothing shall be erected, placed, planted, or allowed to grow in such a manner as to materially impede vision between a height of 30 inches and ten feet in a triangular area formed by a diagonal line between two points on the right-of-way lines, 20 feet from where they intersect.
- (2) Adequate sight distance should be provided at all driveway access points and shall be in accordance with the standards provided in the manual, *Policy on Street and Driveway Access to North Carolina Highways*, as adopted and amended by the NCDOT.

(L) THOROUGHFARE OVERLAY DISTRICT

In addition to the standards set forth in this Section, driveways to be constructed within a Thoroughfare Overlay District are subject to the additional standards set forth in § 155.204(A).

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

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

Jody L. McLeod
Mayor

ATTEST:

APPROVED AS TO FORM:

Sherry L. Scoggins, MMC
Town Clerk

Katherine E. Ross
Town Attorney

TOWN OF CLAYTON
CONSISTENCY AND REASONABLENESS STATEMENT

Text Amendment to 155.400: Access

THE TOWN COUNCIL OF THE TOWN OF CLAYTON HEREBY STATES that the text amendment to 155.400: Access, 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 155.703 (H) [Text Amendment], ~~Section 155.704(J) [Rezoning] and/or Section 155.705(J) [Planned Development District]~~ of the Unified Development Code of the Town of Clayton, the text amendment is reasonable and in the public interest.

Date of approval: Tuesday, September 3, 2013

ATTEST:

Jody L. McLeod
Mayor

Sherry L. Scoggins, MMC
Town Clerk

1. ACTION [MOTION] ON PROPOSED TEXT AMENDMENT

Motion:

Council motion to approve [or deny] the proposed text amendment.

If the text amendment request is approved, Council will continue with the Consistency and Reasonableness Statement.

2. ACTION [MOTION] ON CONSISTENCY AND REASONABLENESS STATEMENT

MOTION:

Council motion to approve [or deny] the Statement of Consistency and Reasonableness for the text amendment as included in the agenda packet.

TOWN OF CLAYTON
Amendment to Chapter 155 Section 401

BEING HEREBY ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON, NORTH CAROLINA to amend Chapter 155 Section 401 with the following:

Amend to read as follows:

ARTICLE 4: GENERAL DEVELOPMENT STANDARDS

§ 155.401 OFF-STREET PARKING AND LOADING

(A) **PURPOSE AND INTENT**

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

(B) **APPLICABILITY**

- (1) The standards of this Section shall apply to all new development or existing development that is modified to the extent that it includes uses or site design features that were not specifically shown on previously approved plans. All off-street parking areas shall be maintained in accordance with this Section. No Certificate of Occupancy shall be issued until the requirements of this Section are met.
- (2) All required off-street parking shall be provided on the same lot as the principal use, except developments with common parking lots and as provided in §155.401(C)(4)(d), Shared Parking. The location of required off-street parking spaces shall not interfere with normal vehicular, bicycle and pedestrian traffic flow or with the operation of queuing and backup areas. Loading areas shall not obstruct pedestrian pathways.
- (3) With the exception of the restriping of a parking area or other vehicular use area which does not result in a reconfiguration of the parking spaces, any modification to existing off-street parking and loading facilities shall conform to the requirements of this Section.
- (4) No land shall be developed as a parking area or parking garage without an approved site plan issued in accordance with § 155.707 or a Zoning Permit in accordance with § 155.709.
- (5) Buildings and uses lawfully existing as of the effective date of this chapter may be redeveloped, renovated or repaired without providing additional off-street parking and loading facilities, provided there is no increase in gross floor area or change in use of existing floor area that would increase parking demands.

- (6) Where a vehicular use area existed as of the effective date of this Chapter, and such building is enlarged in gross floor area or impervious area by less than 10% or 2,000 square feet, whichever is less, the off-street parking and loading requirements as specified in this Section shall only be required for the enlarged area.
- (7) A change in use of a building or of a use existing as of the effective date of this Chapter shall require additional off-street parking and loading facilities to comply with the requirements of this Section for the new use unless the new use has the same parking requirement or a lesser requirement than the previous use.
- (8) Parking required within an Overlay District is subject to the provisions of this Section, except that regulations within § 155.204 (Overlay Districts) shall supersede and may be either more or less restrictive than the regulations for parking contained in this Section.
- (9) In the Downtown Overlay District, the Planning Director may allow a new use to be established, or existing structure expansion even if off-street parking and loading requirements of this Section cannot be met for the new use, provided that as much off-street parking and loading as can reasonably be provided is provided, and no foreseeable traffic congestion problems will be created.

PART 1. PARKING STANDARDS

(C) OFF-STREET PARKING REQUIREMENTS

(1) Computing Parking Standards

- (a) Developments containing more than one use shall provide parking spaces in an amount equal to the total of the requirements for all uses.
- (b) Off-street parking requirements that are based on square footage shall be computed using Gross Floor Area (GFA), unless another measurement is specifically called for in this Section.
- (c) Where fractional spaces result, the parking spaces required shall be construed to be the next highest whole number.
- (d) The parking space requirements for a use not specifically listed in the Table 4-2 below shall be the same as for the listed use deemed most similar to the proposed use by the Planning Director.
- (e) In residential districts in which garage space is provided, the garage space may be considered in determining whether required parking has been met.

(2) Minimum Parking Requirements

Off-street vehicular and bicycle parking spaces shall be provided in accordance with Table 4-2, Minimum Off-Street Parking Requirements. An alternative parking plan with data submitted in support of higher or lower ratios in accordance with § 155.401(C)(4) may be

submitted to support variations to the requirements below. 1. For bicycle parking, the minimum required parking shall be two bicycle parking spaces (or one rack) unless “no requirement” is listed in the table.

TABLE 4-2 MINIMUM OFF-STREET PARKING REQUIREMENTS

Use Type	Parking Ratio	Bicycle Parking Ratio
Residential Uses		
Accessory Dwelling	1 space per unit	None
Farm Residence	2 spaces per unit	None
Farm Worker Quarters	1 space per 4 units or	None
Guest Cottage	1 space per cottage	None
Home Occupation	N/A	None
Multi-Family (including Apartments and Manufactured Home Parks)	1 space per studio or 1 bedroom unit; 2 spaces per unit (two bedrooms or more); plus 1 guest parking space per 4 units	1 rack per building or 1 per 50 units*
Nursing Home (Congregate Living Facility)	1 space per unit or 2 beds (whichever is greater) plus 1 space per 200 sq. ft. of office space	1 rack per building
Security or Caretaker Quarters	1 space per unit	No requirement
Senior Apartments	1.3 spaces per unit	1 rack per building
Single-family, Zero Lot Line, Alley Loaded, Two-Family, Townhouse, or Manufactured Home	2 spaces per unit	No requirement
Public and Civic Uses		
Assembly, Not For Profit	1 space per 3 seats or 200 sq. ft. for the principal place of assembly, whichever is greater.	1 rack, or 1 rack per 100 auto spaces*
Cemetery	1 space per 200 sq. ft. of office space; plus 1 space per 500 sq. ft. of maintenance area; plus a minimum of 5 public spaces.	No requirement
Church or Place of Worship	1 space per 3 seats or 200 sq. ft. for the principal place of worship, whichever is greater.	1 rack, or 1 rack per 100 auto spaces*
Civic Club	1 space per 500 sq. ft.	1 rack, or 1 rack per 100 auto spaces*
College or University	1 space per 2 students; plus 1 space per 5 seats in gymnasiums and auditoriums; plus 1 space per 200 sq. ft. of administrative and educational office space	1 rack per 40 students and employees
Day Care	1 space per 5 persons plus drop off stall	No requirement
Government Services	1 space per 500 sq. ft.; or 1 space per 3 seats, whichever is greater	1 rack
Homeless Resource Centers	1 space per 200 sq. ft. of accessory service delivery areas	1 rack, or 1 rack per 100 auto spaces*
Hospital or Medical Center	1 space per 2 beds; plus 1 space per 200 sq. ft. of outpatient treatment area	1 rack per building, or 1 rack per 50,000 sf*
School: Elementary or Secondary	1 space per employee, 1 visitor space for every 50 students, 1 space for every 5.5 students in 10th thru 12th grade; Auditorium or stadium- 1 space per 3 seats	1 rack per 40 students above 2 nd grade and all employees

Use Type	Parking Ratio	Bicycle Parking Ratio
School: Technical, Trade or Business	1 space per classroom; plus 1 space per 5 students; plus 1 space per 200 sq. ft. of administration, and assembly areas	1 rack per 40 students and employees
Recreational Uses		
Arena, Auditorium or Stadium	1 space per 3 seats	3 racks, or 1 rack per 50 auto spaces*
Bowling Alley	3 spaces per lane	3 racks, or 1 rack per 100 auto spaces*
Campground	1 space per campsite	1 rack
Community Clubhouse	1 space per 300 sq. ft.	3 racks, or 1 rack per 50 auto spaces*
Entertainment, Indoor (except Bowling Alley)	1 space per 200 sq. ft. or 1 space per 3 seats, whichever is greater	3 racks, or 1 rack per 100 auto spaces*
Entertainment, Outdoor	1 space per 3 seats; or 10 spaces per acre occupied by amusements, whichever is greater	3 racks, or 1 rack per 100 auto spaces*
Fitness Center	1 space per 200 sq. ft.	3 racks, or 1 rack per 100 auto spaces*
Golf Course	4 spaces per hole; plus 1 space per 300 sq. ft. of clubhouse	3 racks, or 1 rack per 100 auto spaces*
Gun Club or Gun Range	1 space per target area	1 rack, or 1 rack per 100 auto spaces*
Park, Passive	2 spaces for the first acre plus 1 space for each additional 2 acres; accessory uses shall be parked as required	3 racks, or 1 rack per 50 auto spaces*
Special Event	1 space per 3 seats; or 10 spaces per acre occupied by amusements, whichever is greater	No requirement
Stable, Commercial or Private	1 space per 500 sq. ft.; plus 1 space per 4 animal stalls	1 rack, or 1 rack per 100 auto spaces*
Swimming pool	1 space per 200 sq. ft. of pool area	3 racks, or 1 rack per 100 auto spaces*
Tennis and Basketball Courts	1.5 spaces per court	3 racks, or 1 rack per 100 auto spaces*
Agricultural Uses		
Agriculture Use (Unless Otherwise Specified)	1 space per 1,000 sq. ft. or 1 space per employee on maximum shift	No requirement
Agriculture, Sales and Service	1 space per 250 sq. ft.	No requirement
Agriculture, Storage	1 space per 1,000 sq. ft.	No requirement
Agriculture, Accessory Use	5 spaces or 1 space per employee, whichever is greater	No requirement
Community Garden	4 spaces per garden	3 racks, or 1 rack per 50 auto spaces*
Nursery, retail	1 space per 500 sq. ft. of indoor or covered retail and office areas plus 1 space per 4 acres if the nursery is 20 acres or less, or 1 space per 5 acres if the nursery is greater than 20 acres	No requirement
Nursery, wholesale	1 space per 4 acres if the nursery is 20 acres or less, or 1 space per 5 acres if the nursery is greater than 20 acres	No requirement
Produce Stand	1 space per 200 sq. ft. including outdoor sales display area	No requirement
Commercial Uses		
Adult Oriented Business	1 space per 200 sq. ft.	1 rack, or 1 rack per 100 auto spaces*
Bed and Breakfast	2 spaces for the primary dwelling unit plus 1 space per guest room	No requirement

Use Type	Parking Ratio	Bicycle Parking Ratio
Car Wash / Auto Detailing	1 space per 200 sq. ft. of office, retail, or indoor seating area	No requirement
Contractor Office	1 space per 200 sq. ft.	No requirement
Contractor Storage Yard	1 space per 5,000 sq. ft. of outdoor storage area	No requirement
Convenience Store, with or without Gas Sales	1 space per 200 sq. ft.	1 space per 20 auto spaces provided
Creative Studio	1 space per 400 sq. ft.	1 rack, or 1 rack per 100 auto spaces*
Dispatching Office	1 space per 250 sq. ft.	1 rack
Financial Institution	1 space per 250 sq. ft.	1 rack, or 1 rack per 100 auto spaces*
Funeral Home	1 space per 4 seats	1 rack
Hotel/Motel	1.25 spaces per room (convention areas, restaurants, etc. over 2,000 sq. ft. to be calculated separately)	1 space per 20 auto spaces provided
Kennel	1 space per employee; and, 1 space for each 200 sq. ft. of sale, grooming or office area.	1 rack
Kiosk	N/A	No requirement
Laundry Services	1 space per 200 sq. ft.	1 rack
Lounge, Cocktail	1 space per 3 seats	1 rack, or 1 rack per 100 auto spaces*
Microbrewery	1 space per 1,000 sq. ft. (accessory uses calculated separately)	1 rack, or 1 rack per 100 auto spaces*
Newspaper Publisher	1 space per 1,000 sq. ft.	1 rack
Office, General	1 space per 300 sq. ft.	1 rack, or 1 rack per 100 auto spaces*
Office, Medical	1 space per 200 sq. ft.	1 rack, or 1 rack per 100 auto spaces*
Outdoor Seating / Sidewalk Cafe	1 space per 3 seats	1 rack, or 1 rack per 100 auto spaces*
Pawn Shop	1 space per 200 sq. ft.	1 rack, or 1 rack per 100 auto spaces*
Personal services	1 space per 200 sq. ft.	1 rack, or 1 rack per 100 auto spaces*
Radio or Television Studio	1 space per 300 sq. ft.	1 rack, or 1 rack per 100 auto spaces*
Restaurant	1 space per 3 seats including outdoor seating area	1 rack, or 1 rack per 100 auto spaces*
Retail Sales, General	1 space per 200 sq. ft.	1 rack, or 1 rack per 100 auto spaces*
Retail Sales, Neighborhood	1 space per 200 sq. ft.	1 rack, or 1 rack per 100 auto spaces*
Self-Service Storage	1 space per 100 storage bays; minimum of 5 customer spaces (security quarters calculated separately)	No requirement
Service, General	1 space per 200 sq. ft.	1 rack, or 1 rack per 100 auto spaces*
Service, Neighborhood	1 space per 200 sq. ft.	1 rack, or 1 rack per 100 auto spaces*
Theater, indoor	1 space per 3 seats	1 space per 20 auto spaces provided
Vehicle Repair or Service	1 space per 250 sq. ft.	No requirement
Vehicle Sales or Rental	1 space per 250 sq. ft. of enclosed area; plus 1 space per 5,000 sq. ft. of outdoor sales, rental and display area; plus 2 spaces per service bay	1 rack

Use Type	Parking Ratio	Bicycle Parking Ratio
Veterinary Clinic	1 space per 250 sq. ft. of floor area	1 rack, or 1 rack per 100 auto spaces*
Video Sweepstakes Operation / Internet Cafe	1 space per 200 sq. ft. or 1 space per 3 seats, whichever is greater	1 rack, or 1 rack per 100 auto spaces*
Industrial Uses		
Building Supplies, Wholesale	1 space per 1,000 sq. ft.	No requirement
Crematorium	1 space per 4 seats or 100 square feet of chapel area, whichever is greater	No requirement
Gas and Fuel, Wholesale	1 space per 250 sq. ft.	No requirement
Laboratory, Research	1.5 spaces per 1,000 sq. ft.	1 rack
Manufacturing and Processing	1.5 spaces per 1,000 sq. ft.	1 rack
Research and Development	1.5 spaces per 1,000 sq. ft.	1 rack
Salvage or Junk Yard	1 space per 200 sq. ft. of office space; plus 1 space per employee	No requirement
Transportation Facility	1 space per 200 sq. ft. of office space	1 rack
Warehouse	1 space per 1,000 sq. ft.; plus 1 space per 200 sq. ft. of office space	1 rack
Wholesaling, General	1 space per 1,000 sq. ft.	1 rack
Utilities		
Electric Power Facility	1 space per 200 sq. ft. of office space; plus 1 space per 10,000 sq. ft.	No requirement
Recycling Center	1 space per 200 sq. ft. of office space; plus one space per 250 sq. ft. of warehouse and maintenance area; plus 1 space per 10,000 sq. ft.	No requirement
Recycling Drop-Off Bin	1 space per bin	No requirement
Renewable Energy Facility	1 space per site and 1 space per 200 sq. ft. of office space	No requirement
Sanitary Landfill	1 space per 200 sq. ft. of office space; plus 1 space per employee	No requirement
Solid Waste Transfer Station	1 space per 1,000 sq. ft.	No requirement
Telecommunication Facility	Exempt from parking regulations unless otherwise required by Planning Director	No requirement
Utility	1 space per 200 sq. ft. of office space plus 1 space per employee	No requirement
Notes:		
<ol style="list-style-type: none"> The provision of parking spaces and passenger loading areas for persons who have disabilities shall be governed by the Americans with Disabilities Act (ADA) Standards for Accessible Design. In addition to the parking requirements of Table 4.2, Minimum Off-Street Parking Requirements, uses with company vehicles shall provide 1 space per company vehicle. The Planning Director may reduce the required number of parking spaces by up to 10% for reasons of topography, tree preservation, mixes of uses, ride sharing programs, availability of transit, or other conditions specific to the site, provided that the reduction in the required number of parking spaces satisfies the intent of this chapter. The Planning Director may reduce the required number of bike racks, provided that the reduction in the required number of spaces satisfies the intent of this chapter. <p>* Whichever is greater</p>		

(3) Design Standards

(a) Landscaping

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

(b) **Dimensions**

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

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

Angle	Type	Space Width (feet)	Space Depth (feet)	Aisle Width (feet)
0	General	10.0	23	12.0
	Handicapped	10.0	23	12.0
45	General	9.0	19.0	13.0
	Handicapped	12.5	19.0	13.0
60	General	9.0	19.0	18.0
	Handicapped	12.5	19.0	18.0
70	General	9.0	19.0	18.0
	Handicapped	12.5	19.0	18.0
75	General	9.0	19.0	24.0
	Handicapped	12.5	19.0	24.0
80	General	9.0	19.0	24.0
	Handicapped	12.5	19.0	24.0
90	General	9.0	19.0	24.0
	Handicapped	12.5	19.0	24.0
Notes:				
<ol style="list-style-type: none"> 1. 0 angle parking represents parallel parking 2. Angled parking with two-way traffic movement shall be a minimum of 24 feet wide 3. The maximum grade permitted for any required parking shall not exceed 8%. 4. Parking spaces using geometric standards other than those specified above may be approved if developed and sealed by a registered engineer subject to a determination by the Town Engineer that the proposed facility will satisfy off-street parking requirements as adequately as would a facility using those specified above. 				

(c) **Bicycle Parking Facilities**

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

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

(d) Circulation Standards

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

5. A continuous internal pedestrian walkway shall be provided from each adjacent perimeter public sidewalk to all customer entrances.

(e) **Surfacing Material**

1. Unless provided below, all off-street facilities provided for parking or any other vehicular use area shall be surfaced with asphalt or concrete and shall be maintained in a smooth, well-graded condition. Alternative surfaces may be reviewed and approved by the Town Engineer.

2. **Grass Parking**

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

(f) **Pavement Markings**

All pavement markings shall be maintained so as to be distinguishable.

(g) **Lighting**

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

(h) **Drainage**

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

(i) **Entrances and Exits**

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

(4) **Alternative Parking Plans**

(a) **General**

The Planning Board may modify the parking ratios set forth in Table 4-2 of this Section where applicant-submitted parking data, prepared and sealed by a registered

engineer in the State North of Carolina, illustrates that the standards of this Section do not accurately apply to a specific development. The alternative parking request shall include:

1. The size and type of the proposed development;
2. The mix of uses;
3. The anticipated peak parking need;
4. The proposed parking rate; and
5. The data necessary to support the request.

(b) **On-Street Parking**

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

(c) **Off-Site Parking**

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

1. **Ineligible Activities**

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

2. **Location**

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

3. **Zoning Classification**

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

4. **Agreement**

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

(d) **Shared Parking**

The Planning Director may authorize a reduction in the number of required parking spaces for multiple and mixed use projects and for uses that are in close proximity to one another and which have different peak parking demands and operating hours. Shared parking shall be subject to the following standards:

1. **Application**

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

2. **Location**

All uses which participate in a shared parking plan shall be located on the same lot or on contiguous lots. The shared parking lot shall have access as though the uses were a single project.

3. **Shared Parking Study**

The shared parking study, shall clearly establish the uses that will use the shared spaces at different times of the day, week, month or year. The study shall:

- A. Be based on a generally accepted methodology for determining shared parking;
- B. Define the size and type of activities, the composition of tenants, the rate of turnover for proposed shared spaces, and the anticipated peak parking and traffic demands; and
- C. Provide for no reduction in the number of required handicapped spaces.

4. **Shared Parking Agreement**

A shared parking plan will be enforced through written agreement among all owners of record, subject to review by, and in a form acceptable to the Town Attorney.

5. **Change in Use**

Should any of the uses in the shared parking study change, or should the Planning Director find that any of the conditions described in the approved shared parking study or agreement no longer exist, the owner of record shall

have the option of submitting a revised shared parking study in accordance with the standards of this Section or of providing the number of spaces required for each use as if computed separately.

(e) **Valet Parking**

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

1. Adequate assurance of the continued operation of the valet parking is provided, such as a contractual agreement for valet services or the tenant's affidavit agreeing to provide such services;
2. The maximum number of spaces reserved for valet parking shall not exceed 25 percent of the minimum number of required off-street parking spaces.
3. Valet parking area shall not be located within 200 feet of a public entrance to a building. Areas designated for valet parking shall not interfere with vehicular circulation or emergency access and shall not cause customers who do not use the valet service to park off-premise or cause queuing in the right-of-way.

PART 2. QUEUING STANDARDS

(D) **OFF-STREET QUEUING REQUIREMENTS**

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

(1) **Minimum Number Of Spaces**

Queuing spaces shall be provided as indicated in Table 4-4 below.

TABLE 4-4 - MINIMUM QUEUING STANDARDS

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

PART 3. LOADING STANDARDS

(E) OFF-STREET LOADING REQUIREMENTS

(1) Loading Facilities Required

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

(2) **Design and Layout**

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

(3) **Screening**

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

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

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

Jody L. McLeod
Mayor

ATTEST:

APPROVED AS TO FORM:

Sherry L. Scoggins, MMC
Town Clerk

Katherine E. Ross
Town Attorney

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TOWN OF CLAYTON

CONSISTENCY AND REASONABLENESS STATEMENT

Text Amendment to 155.401: Off-Street Parking and Loading

THE TOWN COUNCIL OF THE TOWN OF CLAYTON HEREBY STATES that the text amendment to 155.401: Off-Street Parking and Loading, 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 155.703 (H) [Text Amendment], ~~Section 155.704(J) [Rezoning] and/or Section 155.705(J) [Planned Development District]~~ of the Unified Development Code of the Town of Clayton, the text amendment is reasonable and in the public interest.

Date of approval: Tuesday, September 3, 2013

ATTEST:

Jody L. McLeod
Mayor

Sherry L. Scoggins, MMC
Town Clerk

1. ACTION [MOTION] ON PROPOSED TEXT AMENDMENT

Motion:

Council motion to approve [or deny] the proposed text amendment.

If the text amendment request is approved, Council will continue with the Consistency and Reasonableness Statement.

2. ACTION [MOTION] ON CONSISTENCY AND REASONABLENESS STATEMENT

MOTION:

Council motion to approve [or deny] the Statement of Consistency and Reasonableness for the text amendment as included in the agenda packet.

TOWN OF CLAYTON
Amendment to Chapter 155 Section 403

BEING HEREBY ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON, NORTH CAROLINA to amend Chapter 155 Section 403 with the following:

Amend to read as follows:

ARTICLE 4: GENERAL DEVELOPMENT STANDARDS

§ 155.403 SIGNS

(A) **PURPOSE AND INTENT**

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

(B) **PERMIT REQUIRED**

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

(C) **SIGN DEFINITIONS**

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

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

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

(2) **Billboard**

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

(3) **Cabinet Sign**

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

(4) **Changeable Copy Sign – Manual**

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

(5) **Deteriorated Sign**

Any sign which, together with its supports, braces, anchors, and other structural elements, is not maintained in accordance with the provisions of the North Carolina State Building Code, or where elements of the display area or panel are visibly cracked, broken, or discolored, or where the support structures or frame members are visibly corroded, bent, broken, torn, or dented, or where the message can no longer be read under normal viewing conditions.

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

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

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

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

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

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

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

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

(10) **Freestanding Sign**

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

(11) **Hanging Sign**

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

(12) **Historic Sign**

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

(13) **Inflatable Sign**

Signs that are inflated using air pressure.

(14) **Monument Sign**

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

(15) **Obsolete Sign**

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

(16) **Off-Premises Sign**

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

(17) **On-Premises Sign**

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

(18) **Pole Sign**

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

(19) **Portable Sign**

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

(20) **Post Sign**

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

(21) **Post and Arm Sign**

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

(22) **Project/Development Identification Sign**

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

(23) **Projecting Sign**

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

(24) **Roof Sign**

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

(25) **Temporary Signs**

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

(26) **Wall/Fascia Sign**

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

(27) **Windblown Sign**

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

(28) **Window Sign**

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

(D) **EXEMPTIONS**

The following signs shall not be subject to regulation hereunder:

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

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

TABLE 4-8: REAL ESTATE SIGN STANDARDS

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

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

(E) **SIGNS PROHIBITED**

The following signs are expressly prohibited within all zoning districts:

- (1) Portable signs, including any signs painted on or displayed on vehicles or trailers parked or located for the primary purpose of displaying that sign, except easel/sandwich board signs located on the ground as regulated in (G)(7) of this Section.
- (2) Roof signs.
- (3) Squared or rectangular cabinet signs attached to a building wall, except that portion that is a federally or state registered trademark.
- (4) Inflatable signs, with the exception of those erected in connection with the observance of holidays and do not bear an advertising message as described in D(8) of this Section.
- (5) Any sign or device set into motion by mechanical, electrical, or other means, except barber poles and those regulated in (G)(10) of this Section.
- (6) Any sign or device displaying flashing or intermittent lights, lights of changing degrees or intensity, or animation. This includes electronic video display signs. However, electronic changeable copy signs, as regulated in (G)(10) are permitted.
- (7) Any sign which is a copy or imitation of an official sign, or which purports to have official status.
- (8) Off-premises signs, except billboards.
- (9) Unless approved as part of a temporary sign permit, temporary product/promotional advertisement signs that are hung on, attached to or placed over a permanent fixture including but not limited to a light pole, tree, fence or bollard, whether on or off-premises.
- (10) Pole signs.
- (11) Windblown signs, except those exempted in (D)(2) of this Section and those allowed as part of a temporary sign permit in accordance with §155.713 (F).

(F) **GENERAL SIGN REGULATIONS**

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

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

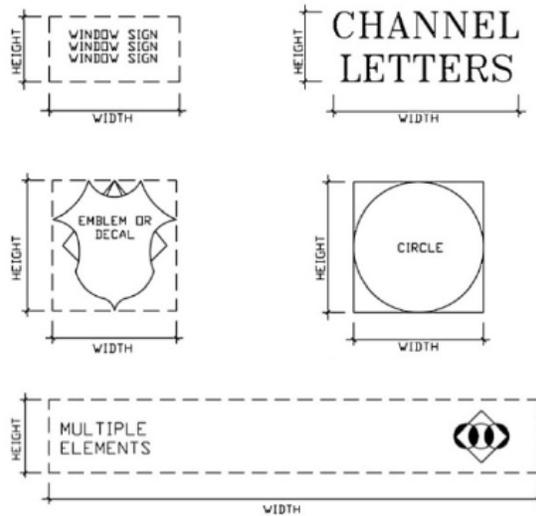
(2) **Signs Located as Part of a Home Occupation**

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

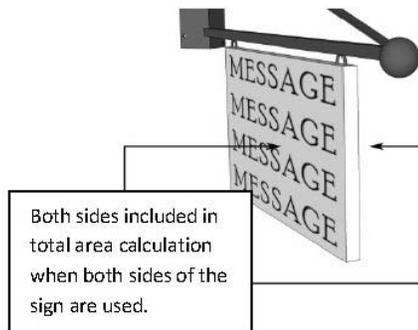
(3) **Computation of Sign Measurements**

(a) **Computation of Sign Area**

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



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



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

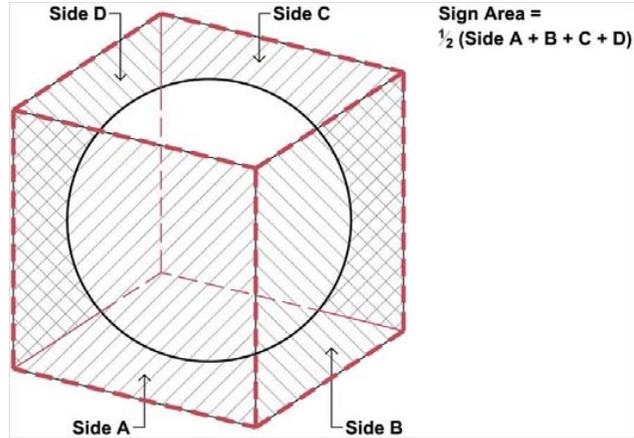


Illustration of sign area for sculptural non-planar signs.

(b) **Computation of Sign Height**

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

1. *Freestanding Signs*

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

2. *Signs Attached to Buildings*

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

(4) **Construction Standards**

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

(G) **SPECIFIC SIGN REGULATIONS**

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

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

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

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

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

(2) **Sign Color**

The Pantone Matching System (PMS) colors and/or vinyl manufacturer and numbers shall be clearly indicated for each proposed sign when applying for a sign permit.

(3) Wall/Fascia Signs

(a) Size (max)

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

(b) Positioning

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

(c) Projection (max)

12 inches from wall.

(d) Clearance (min)

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

(e) Construction

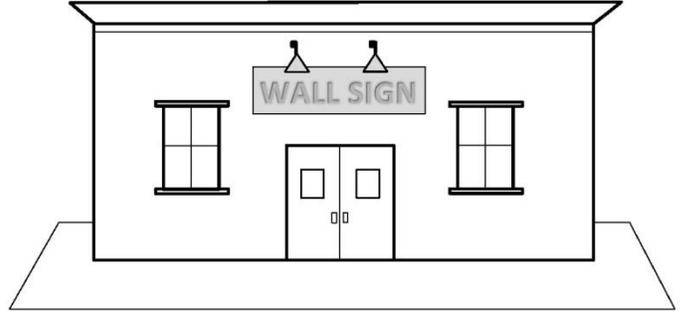
1. All wall signs shall be fastened directly to the supporting wall.
2. Flush-mounted channel letters are encouraged over raceway-mounted channel letters.

(f) Illumination

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

(g) Location

Allowed in all non-residential and mixed use districts.



(4) **Window/Door Signs**

(a) **Area (max)**

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

(b) **Positioning**

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

(c) **Illumination**

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

(d) **Construction**

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

(e) **Location**

Allowed in all non-residential and mixed use districts.



(5) **Freestanding Signs (Monument Sign, Post Sign, Post and Arm Sign)**

(a) Size (max) Per Sign Face

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

(b) Height (max)

Eight feet.

(c) Minimum Frontage

1. Monument and Post Signs: 100 linear feet
2. Post and Arms Signs: 50 linear feet.

(d) Number (max) Per Site

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

(e) Setback and Separation (min)

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

(f) Construction

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

(g) Illumination

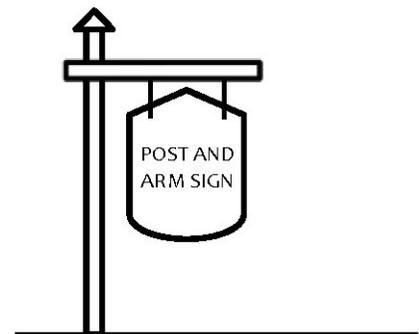
1. May be illuminated internally or externally.
2. Internal Illumination is prohibited in residential districts.
3. Illumination is prohibited 12am – 6am when sign is located within 50 feet of a residential zoning district.

(h) Location

Allowed in all non-residential and mixed use districts.

(i) Landscaping

A planting bed area equal to one-half of the sign face area (for two-sided signs, use only one sign face area for the calculation) shall be planted around the entire base of any freestanding sign, using shrubs, flowers, or ground cover.



(6) **Projecting Signs and Hanging Signs**

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

1. Projecting signs: 10 square feet.
2. Hanging signs: Six square feet.

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

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

(c) **Positioning and Clearance**

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

(d) **Projection (max)**

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

(e) **Construction**

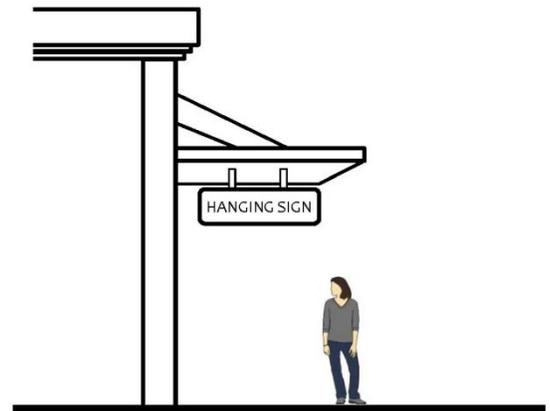
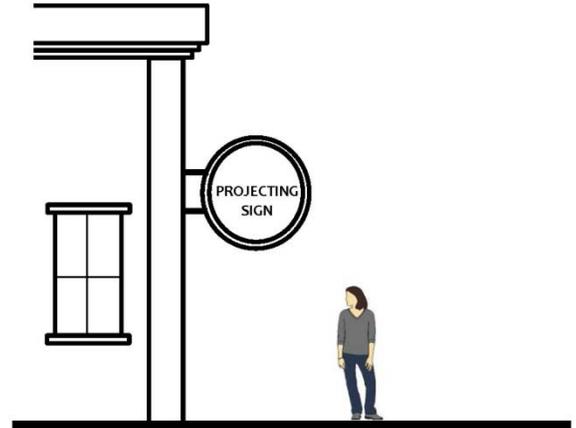
1. Projecting Signs: Signs shall be fastened directly to a building wall and shall intersect the building wall at right angles. When a building corner is at the intersection of two streets, one projecting sign at a 45 degree angle is allowed.
2. Hanging Signs: Shall be fastened directly and securely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

(f) **Illumination**

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

(g) **Location**

Allowed in all non-residential and mixed use districts.



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

(a) Size (max)

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

(b) Number (max) Per Site

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

(c) Clearance

Minimum eight feet from the ground level.

(d) Construction

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

(e) Illumination

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

(f) Location

Allowed in all non-residential and mixed use districts.

(8) Easel/Sandwich Boards

(a) Size (max) Per Sign Face

12 square feet.

(b) Number (max) Per Site.

One per business unit.

(c) Positioning

1. Sign must be located within 20 feet of the business entrance.
2. No easel/sandwich board sign shall be placed on any public sidewalk so as to leave less than 4 feet of clearance for pedestrians.
3. Prohibited within the public right-of-way.
4. No easel/sandwich board sign shall remain on any public sidewalk adjacent to any premises at any time when the premises are closed to the public.

(d) Height (max.)

Four feet.

(e) Width (max.)

Three feet.

(f) Construction

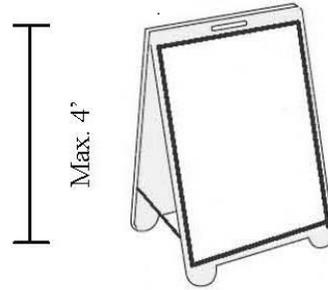
All A-frame/sandwich board signs shall be adequately weighted or anchored to prevent accidental movement of the sign and obstruction of any public street.

(g) Illumination

Illumination is prohibited.

(h) Location

Allowed in all non-residential and mixed use districts.



(9) Drive-Thru Menu Boards

(a) Number (max)

Two per drive-thru lane.

(b) Height (max)

Eight feet.

(c) Construction

Sign materials shall be consistent with the primary building construction or other signs on the site.

(d) Illumination

May be illuminated internally or externally.

(e) Other

Menu boards are only permitted as an accessory to a drive-thru business.

(10) Changeable Copy Sign - Manual

(a) Location

Manual changeable copy signs may be used as a part of a permitted freestanding sign for public, institutional and not-for-profit uses only, unless expressly prohibited elsewhere in the Town's code.

(b) Number (max) Per Site

One per business development site.

(c) Size (max) Per Sign Face

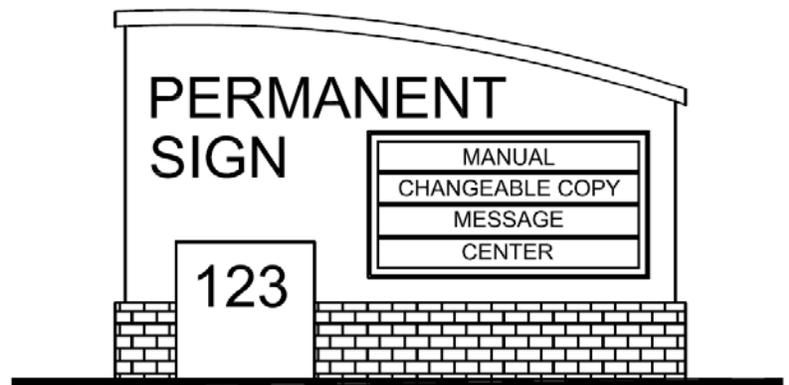
The changeable copy area shall be limited to 40 percent of the total sign, including structure.

(d) Construction

1. Sign structure shall be constructed of high quality materials.
2. Materials must match principal structure.

(e) Illumination

Internal Illumination is prohibited.



(11) Electronic Changeable Copy Sign

(a) Location

Electronic changeable copy signs may be a part of any permitted freestanding sign.

(b) Number (max) Per Site

One per business development site.

(c) Size

Sign face may be any part of the total allowable sign face area for a freestanding sign.

(d) Illumination

Electronic signs shall be equipped with dimming technology that automatically adjusts the display's brightness based on ambient light conditions at all times of day and night, and be set at a level no higher than .3 foot candles above ambient light conditions as to not cause glare, distraction, reduced visibility or safety concerns from adjacent roadways.

(e) Permitted Colors

1. Signs associated with associated with uses other than gas station pricing: background must be black. Electronic display is limited to text/logo which may be one of the following: white or red.
2. Signs associated with gas station pricing: background must be black. Pricing may be white, red, and green.

(f) Copy/Text

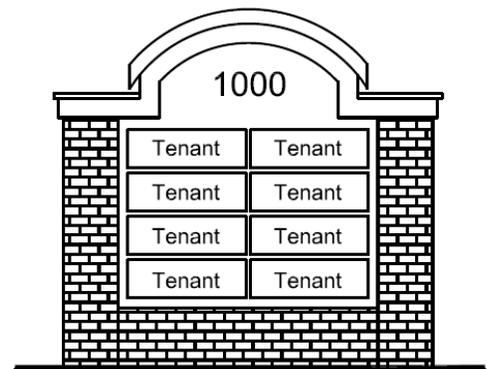
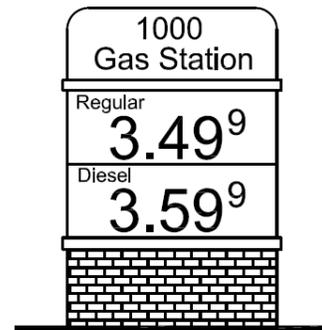
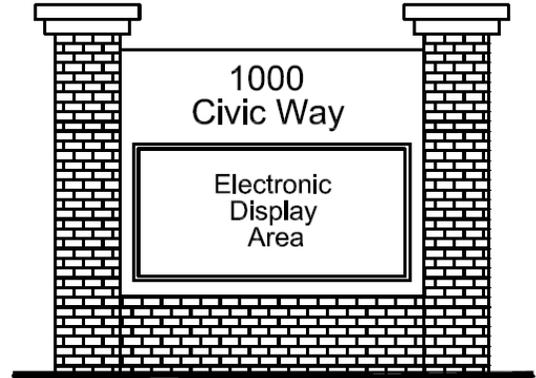
1. Copy/text may consist of alphanumeric symbols only, except that pictorial imagery associated with the logo may be permitted.

(g) Construction

1. Sign structure shall be constructed of high quality materials.
2. Materials must match principal structure.

(h) Other

1. Electronic changeable copy signs must be physically attached to the primary sign.
2. Must be static. No portion of the sign may flash, scroll, twirl, change color or in any manner imitate movement.
3. Copy may change once every 20 minutes.
4. A sign strictly displaying time and temperature may change on no less than a five second interval.



(12) **Billboards**

(a) Size (max) Per Sign Face.

1. 200 square feet per sign face.
2. Maximum sign face height of 15 feet.
3. Maximum sign face width of 20 feet.
4. Maximum one advertising face per side.

(b) Spacing between billboards (min)

2,000 feet.

(c) Setback (min)

50 feet from right-of-way.

(d) Height (max) of structure

25 feet.

(e) Clearance (min)

Eight feet above the ground at the base of the sign or highway grade level, whichever is higher.

(f) Construction

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

(g) Illumination

1. May be externally illuminated.
2. Internal illumination is prohibited.

(h) Location

1. Prohibited within Town limits.
2. Limited to locations on U.S. 70 Bus. HWY.
3. All billboards shall be primarily oriented toward the east-bound or west-bound lanes of U.S. 70 Business.
4. Billboards must be located off-premises.

(i) Annexation

Billboards located on property that is annexed into Town limits shall be removed within the timeframe established within a Developers Agreement or Annexation Agreement.

(13) **Temporary Signs**

The signs described below may be erected on a temporary basis only after a permit has been issued by the Planning Director. No sign shall be placed in a public right-of-way, nor attached to a utility pole or other utility-related structure.

(a) **On-Premises Construction Sign**

One sign, not to exceed 20 square feet in size, may be erected in a residential district, and up to two on-premises construction project signs may be erected in a business, industrial, or office and institutional zone, so long as the sum of the areas of one face of these signs does not exceed 32 square feet. Construction signs shall not be erected prior to site plan or plat approval or the issuance of a building permit, and shall be removed within 15 days after final inspection and approval of the project.

(b) **Political Signs**

The placement of political signs shall be in accordance with North Carolina General Statutes § 136-32, Regulation of Signs.

(c) **Special Event Signs** (fair, carnival, festival, grand opening, sale, or similar non-permanent activity)

1. Limited to two feather signs, not exceeding 16 square feet each, or one banner style sign, not exceeding 32 square feet.
2. Signs may be erected, placed, or located for maximum of seven consecutive days.
3. Limited to four times per calendar year (28 days in total).
4. Such signs shall be removed by the applicant by the permit expiration date.
5. The Planning Director shall have the authority to extend the timeframe up to a maximum of 60 days for new businesses or businesses undergoing exterior renovation.

(d) **Yard Sale Signs**

2. Prohibited within public rights-of-way.
3. Such signs may not exceed four square feet in size.
4. Signs shall not be erected more than seven days before the sale date and shall be removed within 48 hours of the sale date.

(e) **Gas Balloons**

5. May be erected, placed, or located in connection with a special event, such as a fair, carnival, grand opening, sale, or similar non-permanent activity.
6. Balloons may be used for maximum of seven consecutive days.
7. Limited to four times per calendar year (28 days in total).
8. Balloons shall be removed by the applicant within seven days after the event has taken place.

(H) **REMOVAL OF OBSOLETE OR DETERIORATED SIGNS**

(1) **Obsolete Signs**

(a) **Removal**

Obsolete signs shall be removed by the owner of the premises on which the sign is situated within 15 days of receipt of notification by the enforcement officer.

(2) **Deteriorated Signs**

(a) **Removal/Compliance**

Deteriorated signs shall be removed or brought into compliance with all codes and ordinances within 15 days of notification by the enforcement officer.

(I) **MAINTENANCE**

- (1) All signs shall be maintained in a state of good repair. The Planning Director or designee is authorized to inspect each sign periodically to determine that it meets the requirements set forth in this subchapter. Whenever a sign has been built or is being maintained in violation of this subchapter, such sign shall be made to conform to all regulations herein, or shall be removed at the expense of the owner within 15 days after written verification thereof by the Planning Director.
- (2) To ensure that signs are erected and maintained in a safe and attractive manner, the following maintenance requirements shall apply to all signs visible from any street right-of-way or public area:
 - (a) A sign shall have no more than five percent of its surface area covered with peeling paint, chipped corners, rust, mud, broken parts and pieces, or other unsightly conditions for a period of more than 15 successive days.
 - (b) A sign shall not stand with bent or broken sign facing, broken supports, loose appendages or struts, or leaning more than 15 percent from vertical for a period greater than 15 successive days.

- (c) A sign shall not have weeds, trees, vines, or other vegetation growing upon it, that obscures the view of the sign from the street or right-of-way from which it is to be viewed, for a period greater than ten successive days.

(J) **MASTER SIGN PLAN**

A Master Sign Plan (MSP) is required for development which includes multiple uses or tenants, planned developments, or residential developments where more than one sign is proposed. The purpose of the MSP is to provide a unified record of signs and promote coordinated signage. A MSP is required prior to the erection of any permanent signs and all signs within the development shall comply with the MSP. Applicants wishing to deviate from the requirements listed below may submit an Alternative Sign Plan pursuant to § 155.403(K).

(1) **Application**

The MSP shall be submitted to the Planning Department for review following the process requirements of § 155.713 with the decision made by the Planning Director. For new development, the MSP shall be submitted concurrently with the initial development site plan, master plan, or subdivision application.

(2) **MSP Elements**

The MSP shall include, at a minimum, criteria and specifications for the following:

- (a) Location.
- (b) Allocation of permitted sign area among tenants and any other proposed signs.
- (c) Sketches of generic sign design and appearance for each sign type.
- (d) Construction materials.
- (e) Color palette.
- (f) Illumination.

(3) **Approval Criteria**

Prior to approval of a MSP, the following review criteria shall be satisfied:

- (a) The proposed sign design, size, color, and placement are compatible in style and character with any building to which the sign is to be attached, any surrounding structures, and any adjoining signage on the site.
- (b) Similar sign types are constructed of similar materials.
- (c) The MSP provides for signs that meet size limitations, location requirements, material standards and other applicable requirements of this Section.

- (d) One standard Pantone Matching System (PMS) color and/or vinyl manufacturer and number shall be permitted for wall signs, with the exception of wall signs on outparcels. Black may be used as an accent to the permitted color. Federal and state registered trademarks may be employed in addition to the specified color, but may not exceed 12 square feet in copy area.
- (e) Future tenants will be provided adequate opportunities to construct, erect, or maintain a sign for identification.
- (f) Directional signage and building addressing is adequate for pedestrian and vehicular circulation and emergency vehicle access.
- (g) The MSP improves the safety and welfare of the general public by minimizing distractions, hazards, and obstructions from sign design or placement.
- (h) Sign design, scale, and placement are oriented to pedestrian traffic.
- (i) Components of the MSP are consistent with the Town of Clayton General Design Guidelines.

(4) **Conditions of Approval**

The Planning Director may impose Conditions of Approval to carry out the intent of the MSP while still permitting each sign user opportunities for effective identification and communication. These conditions may include, but are not limited to, reductions in the allowable number of signs, total sign face area, location of signs, and types of signs allowed.

(5) **Amendments**

A MSP may be amended by filing a new master plan and updated application with the Planning Director. The amended MSP shall include a schedule that requires bringing all signs not conforming to the proposed plan into conformance.

(K) **ALTERNATIVE SIGN PLAN**

The purpose and intent of an Alternative Sign Plan (ASP) is to allow for creativity of sign design, providing an opportunity to demonstrate the intent of this Section can be exceeded, in whole or in part, through an ASP. Any sign application, including a Master Sign Plan, may submit an ASP as an alternative. The ASP need not comply with the requirements of this Section, however in no case shall an ASP allow a prohibited sign. The ASP shall be prepared in accordance with the design principles set forth below.

(1) **Application**

The ASP shall be submitted to the Planning Department for review following the process requirements of § 155.713, with the decision made by Town Council. For new development, the ASP shall be submitted concurrently with the initial development site plan or subdivision.

(2) **ASP Elements**

The ASP shall include, at a minimum, criteria and specifications for the following:

- (a) Justification statement which details project information, modifications being requested, specific code references and proposed alternatives.
- (b) ASPs submitted in lieu of MSPs shall include all information required for an MSP.
- (c) ASPs submitted for a permanent sign shall include all information required for a permanent sign application.

(3) **Approval Criteria**

To qualify for consideration, an ASP shall demonstrate compliance with the following review criteria:

- (a) Components of the ASP shall be consistent with the Town of Clayton General Design Guidelines.
- (b) The proposed sign design, size, color, and placement are compatible in style and character with any building to which the sign is to be attached, any surrounding structures, and any adjoining signage on the site.
- (c) Innovative use of materials and design techniques in response to unique characteristics of the specific site.
- (d) Placement of sign incorporates or preserves existing native vegetation.
- (e) Sign design, scale, and placement are oriented to pedestrian traffic.
- (f) Integrates architectural features in a manner compatible with the surroundings in which the development is located.
- (g) Includes pedestrian facilities, including but not limited to sidewalks, walkways, street furniture, landscaping, and lighting.
- (h) Consistent with approved neighborhood plans, studies, or area plans.
- (i) Future tenants will be provided adequate opportunities to construct, erect, or maintain a sign for identification.
- (j) Directional signage and building addressing is adequate for pedestrian and vehicular circulation and emergency vehicle access.
- (k) The ASP improves the safety and welfare of the general public by minimizing distractions, hazards, and obstructions from sign design or placement.

(4) **Conditions of Approval**

The Town Council may impose Conditions of Approval to carry out the intent of the ASP while still permitting each sign user opportunities for effective identification and communication. These conditions may include, but are not limited to, reductions in the allowable number of signs, total sign face area, location of signs, and types of signs allowed.

(5) **Amendment**

An ASP may be amended by filing a new ASP and updated application with the Planning Director. The amended ASP shall include a schedule that requires bringing all signs not conforming to the proposed plan into conformance.

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

Jody L. McLeod
Mayor

ATTEST:

APPROVED AS TO FORM:

Sherry L. Scoggins, MMC
Town Clerk

Katherine E. Ross
Town Attorney

TOWN OF CLAYTON
CONSISTENCY AND REASONABLENESS STATEMENT

Text Amendment to 155.403: Signs

THE TOWN COUNCIL OF THE TOWN OF CLAYTON HEREBY STATES that the text amendment to 155.403: Signs, 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 155.703 (H) [Text Amendment], ~~Section 155.704(J) [Rezoning] and/or Section 155.705(J) [Planned Development District]~~ of the Unified Development Code of the Town of Clayton, the text amendment is reasonable and in the public interest.

Date of approval: Tuesday, September 3, 2013

ATTEST:

Jody L. McLeod
Mayor

Sherry L. Scoggins, MMC
Town Clerk

1. ACTION [MOTION] ON PROPOSED TEXT AMENDMENT

Motion:

Council motion to approve [or deny] the proposed text amendment.

If the text amendment request is approved, Council will continue with the Consistency and Reasonableness Statement.

2. ACTION [MOTION] ON CONSISTENCY AND REASONABLENESS STATEMENT

MOTION:

Council motion to approve [or deny] the Statement of Consistency and Reasonableness for the text amendment as included in the agenda packet.

TOWN OF CLAYTON
Amendment to Chapter 155 Sections 713 and 714

BEING HEREBY ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON, NORTH CAROLINA to amend Chapter 155 Sections 713 and 714 with the following:

Amend to read as follows:

ARTICLE 4: GENERAL DEVELOPMENT STANDARDS

§ 155.713 SIGN PERMIT

(A) **APPLICABILITY**

- (1) Except as otherwise provided in § 155.403(D), no sign may be erected, located, or altered in any manner until a sign permit, and building permit if necessary, has been secured from the Planning Department. The change of copy on a legally constructed sign shall not require a permit unless it is included as part of an approved master sign plan or alternative sign plan (see § 155.403(J) and § 155.403(K)).
- (2) After January 19, 1999, all signs erected in conformance with these regulations shall display a sticker which is issued by the Planning Department. Any sign which does not display this sticker shall be considered a zoning violation or nonconforming sign, and subject to the relative provisions of this chapter.

(B) **APPLICATION REQUIREMENTS**

An application for sign permit shall be submitted in accordance with § 155.702(C).

(C) **ACTION BY PLANNING DIRECTOR**

Following completion of the technical review period, the Planning Director shall review and take final action on the sign permit for any sign less than eight feet tall, or the Master Sign Plan, provided that all requirements of this Chapter, and all other applicable electrical and North Carolina Building Code requirements are met.

(D) **ACTION BY TOWN COUNCIL**

Following completion of the technical review period, the Planning Board shall review and take final action on Alternative Sign Plans and billboards provided that all requirements of this Chapter, and all other applicable electrical and North Carolina Building Code requirements.

(E) **INSPECTION OF PERMANENT SIGNS**

- (1) The applicant shall request an inspection by the appropriate inspector after installation of the signs.

- (2) The sign permit shall be null and void if sign installation is not completed within six months or the signs are not in conformance with the approved application.
- (3) Valid sign permits may be assigned to a successor as holder of a business license for the same premises.

(F) **TEMPORARY SIGN PERMIT**

A temporary sign permit shall be issued in accordance with § 155.403. A master sign plan shall not be required for applications for temporary sign permits.

(G) **REVOCAION OF A SIGN PERMIT**

The sign permit shall be revoked if a sign is found to be in violation of the requirements of this chapter, or other applicable electrical and North Carolina State Building Code requirements.

(H) **APPEAL**

Final action on a sign permit may be appealed to the Board of Adjustment in accordance with § 155.717.

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

§ 155.714 RESERVED

Reserved.

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

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

Jody L. McLeod
Mayor

ATTEST:

APPROVED AS TO FORM:

Sherry L. Scoggins, MMC
Town Clerk

Katherine E. Ross
Town Attorney

TOWN OF CLAYTON
CONSISTENCY AND REASONABLENESS STATEMENT

**Text Amendment to 155.713: Sign Permit &
155.714: Common Signage Plan**

THE TOWN COUNCIL OF THE TOWN OF CLAYTON HEREBY STATES that the text amendment to 155.713: Sign Permit & 155.714: Common Signage Plan, 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 155.703 (H) [Text Amendment], ~~Section 155.704(J) [Rezoning] and/or Section 155.705(J) [Planned Development District]~~ of the Unified Development Code of the Town of Clayton, the text amendment is reasonable and in the public interest.

Date of approval: Tuesday, September 3, 2013

ATTEST:

Jody L. McLeod
Mayor

Sherry L. Scoggins, MMC
Town Clerk

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

Agenda Item: 6a

Meeting Date: 9/03/13

TITLE: STATUS OF THE ACQUISITION OF EASEMENTS FOR THE CLAYTON-RALEIGH SEWER TRANSMISSION PROJECT.

DESCRIPTION: The Clayton-Raleigh Sewer Transmission project is a collaborative project between the Town of Clayton and City of Raleigh that began spring of 2007 and slowed when the economy slowed. In June 2012, the Town of Clayton submitted an application to rural development to secure a loan for the design and construction of a new wastewater force main to connect to the City of Raleigh for the transfer of up to 1 MGD of wastewater. On July 16, 2012, the Town Council approved a resolution for financing with the USDA – Rural Development (2012-037).

In order to construct the Clayton-Raleigh sewer transmission line, the Town of Clayton has been acquiring easements from property owners. The easements are located within the existing (CP&L / Progress Energy) Duke Energy easement.

RELATED GOAL: Legislative.

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
7-15-13	Presentation.	Resolutions (7).
8-05-13	Discussion.	
8-19-13	TRACKING.	
9-03-13	Discussion.	

TOWN OF CLAYTON
TOWN COUNCIL
AGENDA COVER SHEET

Agenda Item: 7a

Meeting Date: 9/03/13

TITLE: RESOLUTION RECOGNIZING S. ELLIS HANKINS OF THE NORTH CAROLINA LEAGUE OF MUNICIPALITIES.

DESCRIPTION: Attached.

RELATED GOAL: Administrative

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
9-03-13	Presentation.	Resolution.

**Town of Clayton
Resolution Recognizing S. Ellis Hankins**

Whereas, S. Ellis Hankins, Executive Director of the North Carolina League of Municipalities, a leader in municipal government and leadership for nearly 30 years, has announced his retirement; and

Whereas, S. Ellis Hankins began his career with the League in October 1982, as Assistant General Counsel and was promoted to Associate General Counsel; and

Whereas, S. Ellis Hankins was promoted to General Counsel and Chief legislative lobbyist in 1987 and served in that position until departing the League staff in 1994; and

Whereas, S. Ellis Hankins returned to the North Carolina League of Municipalities as its Executive Director in 1997; and

Whereas, S. Ellis Hankins is only the fifth full-time Executive Director of the North Carolina League of Municipalities in the 105-year history of the membership association representing nearly every municipality in the State of North Carolina; and

Whereas, the work of S. Ellis Hankins benefitted the citizens of the municipalities in the State of North Carolina; and

Whereas, S. Ellis Hankins has worked to promote good government in North Carolina through the League's offering non-partisan advocacy, insurance, and other services as directed by the membership.

Now, Therefore, Be It Resolved, the Council of the Town of Clayton, hereby honors S. Ellis Hankins, of the North Carolina League of Municipalities for faithful service and lasting contributions to municipal government.

Be It Further Resolved, that this resolution be made a part of the permanent records of the Town of Clayton and that a copy be forwarded to S. Ellis Hankins.

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

ATTEST:

Jody L. McLeod
Mayor

Sherry L. Scoggins, MMC
Town Clerk

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

Agenda Item: 8c

Meeting Date: 9/03/13

TITLE: TOWN CLERK

DESCRIPTION: Calendar of Events:

- Labor Day Holiday – Monday, September 2, 2013
- Council Mtg – TUESDAY, September 3, 2013, @ 6:30 PM
- Clayton Town Square Concert Series: **MikeMickXer** – Thursday, September 12, 2013 from 7 PM to 9 PM
- Zaxby's Movie Night – Saturday, September 14, 2013 @ Town Square from 6 PM to 10 PM
- Council Mtg – Monday, September 16, 2013 @ 6:30 PM
- Board of Adjustment Mtg – Wednesday, September 18, 2013 @ 6 PM
- Clayton Harvest & Music Festival – September 18 – 22, 2013 in Downtown Clayton
- Temporary closing of Main Street for vendors during the Clayton Harvest & Music Festival – Saturday, September 21, 2013, from 5 AM to 6 PM
- Planning Board Mtg – Monday, September 23, 2013 @ 6:00 PM
- Fire Advisory Board Mtg – Thursday, September 26, 2013 @ 7:30 PM at Fire Station 1, 325 West Horne Street
- Council Mtg – Monday, October 7, 2013 @ 6:30 PM
- Last day to register to vote for municipal elections – Friday, October 11, 2013 [CARD MUST BE POSTMARKED 25 DAYS BEFORE ELECTION OR RECEIVED IN THE BOARD OF ELECTIONS OFFICE BY 5:00 PM, 25 DAYS BEFORE ELECTION.]
- Zaxby's Movie Night – Saturday, October 12, 2013 @ Town Square from 6 PM to 10 PM
- Downtown Development Association Mtg – Monday, October 14, 2013 @ 6:30 PM at Clayton Town Hall, Room GS 223
- Board of Adjustment Mtg – Wednesday, October 16, 2013 @ 6 PM
- Council Mtg – Monday, October 21, 2013 @ 6:30 PM
- Planning Board Mtg – Monday, October 28, 2013 @ 6:00 PM
- Council Mtg – Monday, November 4, 2013 @ 6:30 PM
- Election Day – Tuesday, November 5, 2013; polls open from 6:30 AM to 7:30 PM
- Veteran's Day Holiday – Monday, November 11, 2013
- Canvass Day at the Board of Elections – Tuesday, November 12, 2013
- Council Mtg – Monday, November 18, 2013 @ 6:30 PM
- Board of Adjustment Mtg – Wednesday, November 20, 2013 @ 6 PM
- Fire Advisory Board Mtg – Thursday, November 21, 2013 @ 7:30 PM at Fire Station 1, 325 West Horne Street
- Planning Board Mtg – Monday, November 25, 2013 @ 6:00 PM

- Thanksgiving Holiday – Thursday, November 28, 2013 & Friday, November 29, 2013
- Council Mtg (Organizational Mtg) – Monday, December 2, 2013 @ 6:30 PM
- Downtown Development Association Mtg – Monday, December 9, 2013 @ 6:30 PM at Clayton Town Hall, Room GS 223
- Council Mtg – Monday, December 16, 2013 @ 6:30 PM
- Board of Adjustment Mtg – Wednesday, December 18, 2013 @ 6 PM
- Planning Board Mtg – Monday, December 23, 2013 @ 6:00 PM
- Christmas Holiday – Tuesday, December 24, 2013; Wednesday, December 25, 2013; & Thursday, December 26, 2013

Date:
9-03-13

Action:
N/A.

Info. Provided:
Calendar of Events.