

Jody L. McLeod
MAYOR

Bruce Thompson
TOWN ATTORNEY

Steve Biggs
TOWN MANAGER



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

Michael Grannis
MAYOR PRO TEM

TOWN COUNCIL MEETING

AUGUST 04, 2014

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
BRUCE THOMPSON II, TOWN ATTORNEY**

AGENDA
THE REGULAR MEETING OF THE CLAYTON TOWN COUNCIL

MONDAY, AUGUST 4, 2014
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 July 21, 2014, work session.
- b. Special event request for Santa Baby: An Old Town Winter Festival [Road Race] slated for Saturday, December 6, 2014, at Town Square.
- c. Retirement proclamation for Bob Clifford, Town of Clayton Fleet Maintenance Supervisor.
- d. Warranty and dedication acceptances for the following:
 - One year warranty acceptance for asphalt at Cobblestone Subdivision, Phase 11-A (7 lots)
 - One year warranty acceptance for asphalt at Cobblestone Subdivision, Phase 11-B
 - Final acceptance for Cassedale Subdivision asphalt pavement
 - Final acceptance for public water, sewer, and associated storm drainage utilities for Cobblestone Subdivision, Phase 7D – 7I

4. INTRODUCTIONS AND SPECIAL PRESENTATIONS

- a. Recognition for receipt of Blue Cross Blue Shield garden grant.

5. PUBLIC HEARINGS

- a. Public hearing for initial zoning for property annexed into the Town of Clayton on July 7, 2014.

6. OLD BUSINESS

- a. Façade grant program.
- b. Update on the Brownfields agreement for the DuPont property.
- c. Report- Recreation Grant Opportunities.
- d. Bid Results- Red & White Building Demolition

- e. **Contract Approval- Little Creek Church Road Property.**
- f. **Urban Archery- Preliminary Draft Ordinance for discussion.**

7. NEW BUSINESS

8. STAFF REPORTS

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

9. OTHER BUSINESS

- a. **Informal Discussion & Public Comment.**
- b. **Council Comments.**
- c. **Closed Session.**

10. ADJOURNMENT

Items being tracked:

- **Town property located at Horne & O'Neil Streets**

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

Agenda Item: 3a

Meeting Date: 8/04/14

TITLE: DRAFT MINUTES FROM THE JULY 21, 2014, WORK SESSION MEETING.

DESCRIPTION: Attached.

RELATED GOAL: Legislative

ITEM SUMMARY:

Date:

Action:

Info. Provided:

08-04-14

Approval.

**DRAFT 7/21/2014
Minutes.**

**MINUTES
CLAYTON TOWN COUNCIL
JULY 21, 2014**

The second regular meeting of the Clayton Town Council for the month of July was held on Monday, July 21, 2014, at 6:30 PM at Town Hall, 111 East Second Street.

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

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

ITEM 1. CALL TO ORDER

Mayor Jody McLeod called the meeting to order at 6:33 PM. Mayor McLeod gave the invocation.

ITEM 2. ADJUSTMENT OF THE AGENDA

The following adjustment of the agenda was requested:

- Discussion of grant application under other staff reports, Item 9d

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

ITEM 3. ACTION AGENDA

Councilman Art Holder motioned to approve the action agenda as presented; Councilman Jason Thompson seconded the motion. The motion carried unanimously with the following action agenda items approved at 6:34 PM:

- Item 3a. Draft minutes from the July 7, 2014, regular meeting.
- Item 3b. Public notice for hearing to zone property recently annexed into the Town of Clayton.

ITEM 4. INTRODUCTIONS & SPECIAL PRESENTATIONS

Item 4a. Recognition of long-term service by Town of Clayton employee(s).

Fire Chief Lee Barbee recognized Mr. Jason Barbour who is retiring with long-term service to the Town of Clayton Fire Department.

Mr. Jason Barbour stated he is honored to be here and he is third generation to the fire department.

Mayor Jody McLeod read the following proclamation into the record:

**TOWN OF CLAYTON
RETIREMENT RECOGNITION FOR JASON BARBOUR**

WHEREAS, our life is like a book; each completed milestone representing a chapter of our life; and

WHEREAS, Jason Barbour began his career with the Town of Clayton Fire Department on November 1, 1991; and

WHEREAS, Jason Barbour has served in various officer positions within the Town of Clayton Fire Department; and

WHEREAS, Jason Barbour has announced he will retire from the Clayton Fire Department effective April 16, 2014; thus completing his chapter with the Town of Clayton Fire Department; and

WHEREAS, Jason's dedication to our community and devotion to duty has had a valuable effect on the efficiency and morale of his colleagues, and we wish to extend to him our sincere appreciation for his outstanding performance of duty; and

WHEREAS, he will be missed professionally and we extend our very best wishes for his continued success in the next chapter of his life – Retirement!

Duly proclaimed by the Mayor and Town Council this 21st of July 2014, while in regular session.

Mayor McLeod presented the proclamation to Mr. Barbour for his service to the Town of Clayton.

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

The following new Town of Clayton employees were introduced:

- Denise Sullivan, Accounting/Payroll Technician

▪ **Kenny Hales, Utility Department**

Item 4c. Presentation by a North Carolina Wildlife Commission representative on urban archery.

Town Manager Steve Biggs stated this is in follow up to a citizen request to allow urban archery within the Town of Clayton. He stated a representative of the North Carolina Wildlife Commission was invited to share what is involved with urban archery.

Sergeant R. Kelly Brantley of the North Carolina Wildlife Commission provided an overview of his work experience and duties. He stated his district includes the counties of Wake, Johnston, and Wayne. He stated urban archery allows hunters to control the deer population. He stated urban archery is very up close whereas gun hunting is not. He stated in his 23 years of experience, he has not investigated a bow hunting accident.

Based upon question by Council, Sgt. Brantley stated the number of deer harvested in Johnston County is not differentiated between bow and gun.

Based upon question by Council, Sgt. Brantley stated the municipalities that allow urban archery are listed in the North Carolina Inland Fishing, Hunting, and Trapping Regulations Digest [Available at: <http://www.ncwildlife.org/Portals/0/Regs/Documents/2013-14/NC-Regs-Digest.pdf>]

Based upon question by the Town Manager, Sgt. Brantley stated the rule for harvesting deer is that if the deer runs and dies on another owner's property, the hunter must have the permission of the property owner to harvest the deer.

Based upon question by Council, Sgt. Brantley stated hunting education courses are different for each state. Sgt. Brantley stated the purposes for hunting education in North Carolina are: keep the public safe, ensure the resources are not depleted, and sportsmanship.

Item 4d. Presentation by the special events committee for Santa Baby: An Old Town Winter Festival [Road Race] request.

Downtown Development Coordinator Bruce Naegelen provided the following overview for the Santa Baby request:

- Saturday, December 6, 2014
- 9 AM to 3 PM
- 500 plus people anticipated
- First time event
- Request to use Town Square
- Organized by Reciprocity Events for Partnership for Children of Johnston County
- One mile fun run and 5K road race that will utilize the Clayton Road Race course
- Off duty officers will be utilized
- Request the temporary closure of the following:
 - Parking lot of the Clayton Center [Horne Street side] from midnight to 11:30 AM on 12/6/2014
 - Parking lot of Town Square from 6 PM on 12/5/2014 to 3 PM on 12/6/2014

- Town of Clayton streets from 8:30 AM to 11 AM for the road race on 12/6/2014
 - Special events committee recommended approval
 - Public works will provide barriers, cones, trash carts and recycling carts

Councilman Jason Thompson stated a concern is the Christmas Parade is the following week.

Downtown Development Coordinator Naegelen stated the Christmas Tree Lighting and Parade is three days before this event.

Councilman Thompson stated his concern is the use of the off-duty officers for each of the events. He stated that is two weekends in a row.

Downtown Development Coordinator Naegelen stated the organizers will pay for the off-duty officers.

Mayor Pro Tem Michael Grannis stated in the list of functions taking place there will be music and it will be amplified. He stated his concern is that the amplified sound is in accordance with the Town's Ordinances. He questioned if the permit had been received for the alcohol.

Mr. Calvin Spradlin stated any alcohol at the event would be by license.

Downtown Development Coordinator Naegelen stated copies of the licenses will be received prior to the function.

Based upon question by Council, Town Manager Biggs stated the Clayton Center parking lot closure is for an event at the Clayton Center.

Councilman Lawter questioned for future events that are for profit organizations that require Town staff and resources if there is a fee.

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

ITEM 5. ITEMS SCHEDULED FOR THE REGULAR MEETING AGENDA

Item 5a. Presentation of façade grant request.

Downtown Development Coordinator Bruce Naegelen stated in May 2014 the Council amended the façade grant program by increasing the grant amount from 50% to 75% for a maximum amount not to exceed \$5,000. He stated the amendment resulted in three project requests that used all the funding. He stated since that time, three more applications were received.

After discussion by Council, it was the consensus of the Council for staff to develop criteria to prioritize and weight (50% or 75%) façade grant requests and to bring back to the Council at its next meeting.

Item 5b. Presentation of zoning request to property recently annexed into the Town of Clayton.

Planning Director David DeYoung stated last month the Gordon tract was annexed into the Town of Clayton on July 7, 2014. He stated 10 of the 12 parcels have town zoning and the remaining two have County zoning. He stated the request is to establish initial zoning for the two parcels presently zoned A-R (Johnston County).

Item5c. Presentation of retirement proclamation for Bob Clifford, Town of Clayton Fleet Maintenance Supervisor.

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

Item 5d. Presentation of the following warranty acceptances:

- One year warranty acceptance for asphalt at Cobblestone Subdivision, Phase 11-A (7 lots)
- One year warranty acceptance for asphalt at Cobblestone Subdivision, Phase 11-B
- Final acceptance for Cassedale Subdivision asphalt pavement
- Final acceptance for public water, sewer, and associated storm drainage utilities for Cobblestone Subdivision, Phase 7D – 7I

Town Manager Steve Biggs stated one of the changes in procedure with warranty acceptances is that in addition to a warranty acceptance that the Town would have acceptance of dedicated easements. He stated the request is to assign the requested items to the consent agenda and it will include the acceptance of the easements.

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

ITEM 6. ITEMS CONTINGENT FOR THE REGULAR MEETING

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

ITEM 7. ITEMS FOR DISCUSSION

No items for discussion were presented to the Town Council.

ITEM 8. OLD BUSINESS

Item 8a. Update on the Brownfields agreement for the DuPont property.

Town Manager Steve Biggs stated there has been significant progress in working both with the DuPont Corporation and the Brownfields program. He stated a proposed Brownfields agreement is anticipated in the next two weeks. He stated once a proposed Brownfields agreement that is when the 30 day public comment will begin. He stated at the conclusion of the 30 day comment period, the Town could be in a position to execute the agreement.

ITEM 9. STAFF REPORTS

Item 9a. Town Manager

Town Manager Steve Biggs stated no additional report.

Item 9b. Town Attorney

Town Attorney Katherine Ross stated no report.

Item 9c. Town Clerk

Town Clerk Sherry Scoggins stated no report.

Mayor Jody McLeod stated this evening is the last evening with Town Clerk Sherry Scoggins. He stated Sherry is leaving the Town of Clayton. He stated for the past 11 years, the Town Clerk has written more proclamations than anybody he knows. He presented the following proclamation:



Town of Clayton, NC

Proclamation of Appreciation

WHEREAS, the town clerk is very important to the basic functions of Town of Clayton, especially the Mayor and Council, keeping records accurate and acting as the liaison between elected officials and Town staff.

WHEREAS, Sherry Scoggins has served at the Town of Clayton as the Town Clerk since January 21, 2003.

WHEREAS, Mrs. Scoggins made a lasting contribution to the Town of Clayton by performing all the many tasks required of a municipal clerk including, interacting with elected officials, staff, public, and media, and serving as a custodian of Town records.

WHEREAS, Mrs. Scoggins is an active member in the clerk community, is a member of the International Institute of Municipal Clerks, a certified Master Municipal

Clerk, a North Carolina Notary Public and has served in various roles, including President, as part of the North Carolina Association of Municipal Clerks.

WHEREAS, during her time at the Town of Clayton, Mrs. Scoggins did whatever was necessary to assure that the Town of Clayton was just the way it should be for the benefit of all. She showed exemplary pride in every aspect of her job.

WHEREAS, Mrs. Scoggins is leaving the Town of Clayton for a new adventure and her dedication and work ethic will be missed by the Mayor, Councilmen, staff and public. Her service to the Town of Clayton was exemplary and worthy of special notice.

NOW, THEREFORE, I, Jody McLeod, Mayor of the Town of Clayton, North Carolina, on behalf of the Town Council, do hereby join the staff of the Town of Clayton in expressing appreciation to Sherry Scoggins for her loyal and dedicated service. I extend my personal best wishes upon her new career path and for continued success in life's pursuits. May God continue to bless you and your family.

DULY proclaimed this 21st day of July, 2014.

Mayor McLeod stated when the Town has had distinguished guests and something needed to be presented, the Town Clerk would take care of it. He presented a plaque to Town Clerk Scoggins in appreciation of 11 years of outstanding service as Town Clerk.

Town Clerk Sherry Scoggins stated it has been an honor to serve the Town of Clayton in the capacity as Town Clerk. She stated she has been most fortunate to have elected officials that have been dedicated to the Town of Clayton. She stated it has made what she does easy because of their dedication and commitment to the Town. She stated for that, the Town Council is awesome.

Item 9d. Other Staff

▪ **Discussion of grant application**

Parks & Recreation Director Larry Bailey stated the Johnston County Board of Commissioners has reinstated the County Recreation Grant program. He stated it was not in place for the past five or seven years. He stated the allocation to communities is different and the funding available to the Clayton High School area is \$17,113. He stated eligible applicants would apply and the requests reviewed. He stated selected applicants would have to contribute five percent of the total cost of the project to receive funding. He stated the potential projects are the expansion of the parking area for the trailhead parking lot and a pickle ball court. He stated pickle ball is a new sport that is similar to tennis, uses a wiffle ball and a paddle and the court is similar to a badminton court.

Town Manager Steve Biggs stated the staff is requesting Council provide a statement of priority.

Based on question from Council, Parks & Recreation Director Bailey stated the schools may also apply for the grant.

Based on question from Council, Town Manager Steve Biggs stated the current program allocates funds from developers based on open space programs. He stated the funds were distributed to the district of the high schools from which they were collected. He stated Corinth High School has residents within the Town of Clayton and Cleveland High School does not have residents within the Town of Clayton.

Town Manager Biggs stated the staff is seeking the Council's guidance on the preferred project for the Town to apply.

Parks & Recreation Director Bailey stated the pickle ball has not yet been analyzed for the cost of a court.

Based on question by Council, Parks & Recreation Director Bailey stated there is not a pickle ball court in Johnston County. He added pickle ball is for all ages.

It was the consensus of the Council to receive additional information on the pickle ball: repurposing existing tennis courts, cost to build a new court, equipment and maintenance.

ITEM 10 OTHER BUSINESS

Item 10a. Informal Discussion & Public Comment.

Michelle Denning stated she is running for the Johnston County Clerk of Superior Court. She stated it is exciting to be a member of the Town of Clayton. She provided an overview of her personal background and professional experience.

John McFadden of Mitchener Hills questioned if the urban archery is restricted to the hunting season.

Town Manager Steve Biggs stated it would be during the deer hunting season only.

Jay Hall stated he is excited about pickle ball. He stated he brought the archery request to Town Manager Biggs and he expressed his appreciation for it being considered by the Town Council.

Item 10b. Council Comments.

Mayor Pro Tem Michael Grannis stated he has a request of the Planning Department. He stated he would like to see an evaluation to ensure that businesses are designated in the correct zoning district. He stated an example would be a lumber business in a B-1 zoning district.

ITEM 11. ADJOURNMENT

With there being no further business brought before the Council, Councilman Art Holder motioned to adjourn. Councilman Bob Satterfield seconded the motion. Motion carried unanimously at 7:54 PM.

Duly adopted by the Clayton Town Council this 4th day of August 2014, while in regular session.

ATTEST:

Jody L. McLeod,
Mayor

Nancy Medlin,
Deputy Town Clerk

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

Agenda Item: 3b

Meeting Date: 8/04/14

TITLE: SPECIAL EVENT REQUEST FOR SANTA BABY: AN OLD TOWN WINTER FESTIVAL [ROAD RACE] SLATED FOR SATURDAY, DECEMBER 6, 2014, AT TOWN SQUARE.

DESCRIPTION: The applicant, Reciprocity Events for Partnership for Children of Johnston County, requests to host a one mile fun run and 5K fun run along with vendors and sponsors, arts, crafts, food and drink on the Town Square on Saturday, December 5, 2014, from 9 AM to 3 PM.

At its July 21, 2014, Council meeting, it was the consensus of the Town Council to place this item on the consent agenda.

RELATED GOAL: Administrative

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
07-21-14	Presentation.	Report.
08-04-14	Approval.	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

Permit Application Number: 2014-12
Committee Meeting: JUNE 26, 2014

Event Name: SANTA BABY: AN OLD TOWN CLAYTON WINTER FESTIVAL
Event Date(s): DECEMBER 6, 2014
Location: TOWN SQUARE

Downtown/Town Limits/ETJ: DOWNTOWN

Applicant: RECIPROCITY EVENTS *for Partnership for Children of Johnston County*
Contact (name, phone, and email): CALVIN R. SPRADLIN, PRESIDENT
Phone: (919) 802-5334 (daytime) (919) 802-5334 (cell)
E-Mail: reciprocityevents@gmail.com
Address: 8521 SOUTHBRIAR DRIVE, RALEIGH, NC 27606

ORGANIZATION INFO:

Name of Organization: Partnership for Children of Johnston County FED ID: 56-2063680
Organization Address: 1200 S. Pollock Street, Selma, NC 27606
Organization Contact: Dwight Morris, Executive Director
Phone: (919) 202-0002 x250 Email:

EVENT INFORMATION

Location: TOWN SQUARE & ADJOINING STREETS
Event Address: 110 W MAIN STREET
Event Start Time: 9:00 AM Event End Time: 3:00 PM

Road Closures: YES

Set Up Time: 12/5/14 at 6:00 PM Clean Up Ends: 12/6/14 at 5:00 pm

Estimated Attendance: 500+ people

Description of Event: 1 MILE FUN RUN & 5K FUN RUN ALONG WITH VENDORS AND SPONSORS, ARTS, CRAFTS, FOOD, DRINKS ON TOWN SQUARE. NOTE: RUNS WILL UTILIZE CLAYTON ROAD RACE ROUTES.

The following information is a summary from the Special Event Permit Application. Additional detail may be found on the application.

YES/NO

Tents & Membrane Structures

YES Tents: **20** Size(s): **10'X10'**
NO Membrane Structures?

Power Sources

YES Generators:
NO TOC power source(s):

Voice/Music Amplification

YES Musical Entertainment # of Bands: **DJ ONLY**
NO Temporary Stage # of Stages:
YES Amplified Sound Start Time: **8:00 AM** End Time: **3:00 PM**

Hazardous Materials

YES Propane, butane, gasoline, diesel tanks, helium cylinders: **vendors**
NO Portable Heaters:
NO Deep fat fryers:
NO Fireworks, lasers, torches, candles or other pyrotechnics:

ALCOHOL

YES Sold/Served: **SOLD** Type: **DRAFT BEER**
Pending Name of person/organization responsible: **TBD**
Times of Alcohol Sales: **11:00 AM – 3:00 PM**
Pending Permit Received: **NOT AS OF 6/26/14**

VENDORS

NO Mechanical rides Type:
YES Food Vendors:
Pending Temporary Food Event Sponsor Form received? **Not as of 6/26/14**

TOWN SERVICES

YES **Trash**
7 **# Trash Roll-Out Carts**
7 **# Recycled Roll-Out Carts**
Delivery Location(s): **Town Square Parking Lot**
Delivery date: **12/5/14** Pickup Date: **12/8/14**

Cleanup

YES Portable Toilets
Delivery date: **12/5/14** Pickup date: **12/8/14**
Event Area Cleanup: **ORGANIZER WILL POLICE THE ENTIRE EVENT AND COURSE AT CONCLUSION OF EVENT. RUN COURSE BREAKDOWN & CLEANUP WILL START AS SOON AS LAST PARTICIPANT FINISHES. PENNANTS, STAKES AND SIGNAGE WILL BE REMOVED BY VOLUNTEER STAFF ALONG WITH DETAILED POLICING OF ENTIRE ROUTE. TOWN SQUARE BREAKDOWN AND CLEANUP WILL START AT 3 PM AND CONTINUE UNTIL COMPLETED.**

YES **Safety & Security**
Security required for: **ALCOHOL SALES & EVENT SECURITY – DURING THE 1 MILE & 5 K RUNS, APPROXIMATELY 22 MARSHALLS (VOLUNTEERS) WILL BE NEEDED ALONG THE COURSE AND 11 OFF-DUTY POLICE & MOTORCYCLE LEAD AND EMS ON STANDBY**
pending # off-duty Hours/Dates required: 12/6/14 FROM 8:30 AM TO 3:00 PM
NO Overnight Security Hours/Dates required:

Site Plan – ATTACHED

YES **EVENT BOUNDARY & ROAD TRAFFIC PLAN**
Using Public Streets - **SEE RACE ROUTES (start/finish at Town Square)**
FOOT Parade, March/Walk, Vehicles, Vendors, Foot/Bike Race, Other
RACE

500+ # of expected participants
NO # vehicles participating
NO # of animals participating in the event
Type of animals –

YES **Boundary – PER ROAD RACE ROUTE MAPS**
1 MILE FUN RUN – 9:00 AM – 10:00 AM & 5 K FUN RUN – 10:00 AM – 11:30 AM

YES **ROAD CLOSURE REQUEST**
• 12/6/14 8:30 am to 11:30 am Same roads as Clayton Road Race (see map and Council Considerations) and Clayton Center (Horne St.) parking lot
• Town Square Parking Lot 6:00 pm 12/5/14 to 3:00 pm 12/6/14
500+ # of participants expected

Event Route – REFER TO MAPS

Barricades/Cones

Where: same as Clayton Road Race **Who will Provide: Public Works**
Delivery Date: 12/5/14 Pickup: 12/8/14 Who will Put in Place: VOLUNTEERS

Road Closure/Detour Plan

Refer to maps

USE OF TOWN OWNED PROPERTIES

Signed Use Policy & Procedures received for:
YES *Town Square – RECEIVED WITH APPLICATION*
Horne Square
Other

COMMITTEE DISCUSSION & COMMENTS

- **Reciprocity Events** is a for-profit company that donates 10-20% of the gross proceeds to a non-profit (in this case, Partnership for Children of Johnston County)
- **The Clayton Center has a show evening of the event (12/6/14)**
 - The Clayton Center will block off “backstage” section of Horne Street parking lot for show load-in

- **Race Security** – Organizer proposed using volunteers during road race, but PD said 15 officers are used during Clayton Road Race. It was recommended that off-duty officers be used to address issues that can arise with disgruntled residents.
 - **ACTION: Mr. Spradlin and Lt Kenneth Lunger will meet to discuss the course and number of off-duty officers needed**
 - *Lt. Lunger met with the Santa Baby Event Coordinator, Calvin Spradlin, on July 1 reference to traffic control concerns during this event. After reviewing his plan and running route we agreed that ten (10) officers would be sufficient, along with the Rotary Club Volunteers. He has also requested that a motorcycle officer lead the race (11 total), as we do for the Clayton Road Race. Mr. Spradlin was given Captain Herring's contact information to schedule these "off-duty" officers at the department approved rate.*
- **Emergency:** EMS unit will be put in place during race

COMMITTEE CONDITIONS

-

COMMITTEE ACTIONS:

- **Committee recommends: APPROVAL**
- Committee report will be submitted to Town Clerk by **JULY 11, 2014** for Council Agenda on **JULY 21, 2014** and final approval on **AUGUST 4, 2014**
- Special Event Permit will be issued by Planning Department upon
 - Town Council approval of requests
 - Proof of all conditions being met

TOWN COUNCIL CONSIDERATIONS

- Consider closure of Streets on 12/6/14 from 8:30 am – 11:30 am:
 - Second Street/Fayetteville Street (Barricade @ Main)
 - Second Street/Church Street (Cones)
 - Second Street/Barbour Street (Cones)
 - Barbour Street/Horne Street (Cones)
 - Barbour Street/Blanche Street (Cones)
 - Barbour Street/Hamby Street (Barricade)
 - Hamby Street/Fayetteville Street (Barricade)
 - Penny Street/Fayetteville Street (Cones)
 - Blanche Street/Fayetteville Street (Cones)
 - Second Street/O'Neil Street (Cones)
 - Second Street/Ellington Street (Cones)
 - Second Street/Robertson Street (Barricade @ Main)
 - Second Street/Mulberry Street (Cones)
 - Second Street/Charles Street (Cones)
 - Second Street/Moore Street (Cones)
 - Second Street/Atkinson Street (Barricade)
 - Horne Street/Atkinson Street (Cones)
 - Bartex Mill Street/Atkinson Street (Cones)
 - Moore Street/Atkinson Street (Barricade)
 - Horne Street/Robertson Street (Cones)
 - Horne Street/Ellington Street (Cones)
 - Horne Street/O'Neil Street (Cones)
 - Horne Street/Fayetteville Street (Barricade)
 - Horne Street/Church Street (Cones)

- Closure of The Clayton Center Parking Lot on Horne Street from midnight to 11:30 am 12/6/14
 - Closure of Town Square parking lot from 6:00 pm 12/5/14 to 3:00 pm 12/6/14
-

TOWN COUNCIL ACTION/COMMENTS

- 7/21/14:
 -
-

DOCUMENTATION TO BE RECEIVED

POST EVENT REVIEW

Scheduled: JANUARY 29, 2015

-

SUBMIT SPECIAL EVENT PERMIT APPLICATION for next year by: AUGUST 15, 2014

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

Agenda Item: 3c

Meeting Date: 8/04/14

TITLE: RETIREMENT PROCLAMATION FOR BOB CLIFFORD, TOWN OF CLAYTON FLEET MAINTENANCE SUPERVISOR.

DESCRIPTION: Attached.

At its July 21, 2014, Council meeting, it was the consensus of the Town Council to place this item on the consent agenda.

RELATED GOAL: Administrative

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
07-21-14	Presentation.	Proclamation.
08-04-14	Approval.	Proclamation.

**TOWN OF CLAYTON
RETIREMENT PROCLAMATION – Bob Clifford**

WHEREAS, certain individuals are inspired to serve their community by pursuing a career in local government; and

WHEREAS, in the book of life Bob Clifford heeded the call of public service by joining the Town of Clayton on June 3, 1993, in the capacity of Equipment Maintenance Superintendent; and

WHEREAS, by his participation and leadership Bob Clifford contributed to the Town of Clayton through his knowledge of vehicle maintenance and repair by:

- ☛ His oversight and direction to ensure vehicle readiness and reliability in support of the Town’s commitment to customer service.

WHEREAS, our lives are like a book in that the completion of a milestone concludes a chapter; and

WHEREAS, Bob Clifford is retiring, thus completing his chapter of service to the Town of Clayton on July 31, 2014.

WHEREAS, the Clayton Town Council recognizes the many contributions provided to the Town of Clayton and its citizens during Bob Clifford’s tenure as a Fleet Service Supervisor.

NOW, THEREFORE, the honorable Mayor and Town Council of the Town of Clayton, North Carolina, do hereby recognize and express deep appreciation to Bob Clifford for his 21 years of service to the Town of Clayton. Furthermore, the Mayor and Town Council of the Town of Clayton, North Carolina, do hereby wish the best to Bob Clifford in the next chapter of his life...retirement.

DULY PROCLAIMED this 4th day of August 2014, while in regular session.

Jody L. McLeod, Mayor

Michael Grannis, Mayor Pro Tem

Bob Satterfield, Councilman

R.S. “Butch” Lawter Jr., Councilman

Art Holder, Councilman

Jason Thompson, Councilman

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

Agenda Item: 3d

Meeting Date: 8/04/14

TITLE: WARRANTY AND DEDICATION ACCEPTANCES FOR THE FOLLOWING:

- ONE YEAR WARRANTY ACCEPTANCE FOR ASPHALT AT COBBLESTONE SUBDIVISION, PHASE 11-A (7 LOTS)
- ONE YEAR WARRANTY ACCEPTANCE FOR ASPHALT AT COBBLESTONE SUBDIVISION, PHASE 11-B
- FINAL ACCEPTANCE FOR CASSEDALE SUBDIVISION ASPHALT PAVEMENT
- FINAL ACCEPTANCE FOR PUBLIC WATER, SEWER, AND ASSOCIATED STORM DRAINAGE UTILITIES FOR COBBLESTONE SUBDIVISION, PHASE 7D – 7I

DESCRIPTION: Attached.

At its July 21, 2014, Council meeting, it was the consensus of the Town Council to place this item on the consent agenda.

RELATED GOAL: Administrative

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
07-21-14	Presentation.	Memorandums (4).
08-04-14	Approval.	Memorandums (4).

TOWN OF CLAYTON OPERATIONS CENTER

"SERVICE"

ELECTRIC SERVICE
(919) 553-1530

VEHICLE MAINTENANCE
(919) 553-1530



"ENVIRONMENT"

PUBLIC WORKS
(919) 553-1530

WATER RECLAMATION
(919) 553-1535

MEMORANDUM

To: Sherry Scoggins, Town Clerk

From: Chris Rowland, Construction Inspector 

Copy: Danny Blackburn, Blackburn Engineering
Dave DeYoung, Planning Director

Date: June 5, 2014

Re: Cobblestone Subdivision, Phase 11-A (7 Lots)

The referenced asphalt pavement has been installed. Please schedule Council action for the acceptance of this work, subject to a one-year warranty period. Upon expiration of the warranty period, pavement and base course condition will be evaluated and any identified faults corrected prior to final acceptance.

received
6-10-2014

TOWN OF CLAYTON OPERATIONS CENTER

"SERVICE"

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(919) 553-1530

VEHICLE MAINTENANCE
(919) 553-1530



"ENVIRONMENT"

PUBLIC WORKS
(919) 553-1530

WATER RECLAMATION
(919) 553-1535

MEMORANDUM

To: Sherry Scoggins, Town Clerk

From: Chris Rowland, Construction Inspector 

Copy: Danny Blackburn, Blackburn Engineering
Dave DeYoung, Planning Director

Date: July 7, 2014

Re: Cobblestone Subdivision, Phase 11-B

The referenced asphalt pavement has been installed. Please schedule Council action for the acceptance of this work, subject to a one-year warranty period. Upon expiration of the warranty period, pavement and base course condition will be evaluated and any identified faults corrected prior to final acceptance.

received
7-7-2014

TOWN OF CLAYTON OPERATIONS CENTER

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VEHICLE MAINTENANCE
(919) 553-1530



"ENVIRONMENT"

PUBLIC WORKS
(919) 553-1530

WATER RECLAMATION
(919) 553-1535

MEMORANDUM

To: Sherry Scoggins, Town Clerk

From: Chris N. Rowland, Construction Inspector 

Date: July 7, 2014

Cc: Dave DeYoung, Planning Director
Jonathan Barnes, Dalton Engineering

Subject: Cassedale Subdivision Asphalt Pavement

Please place a final acceptance request for the referenced asphalt pavement on the next available agenda. A final inspection was completed with no deficiencies noted. Upon Council acceptance, the Town will assume permanent maintenance duties.

received
7-7-2014

TOWN OF CLAYTON OPERATIONS CENTER

"SERVICE"

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(919) 553-1530

VEHICLE MAINTENANCE
(919) 553-1530



"ENVIRONMENT"

PUBLIC WORKS
(919) 553-1530

WATER RECLAMATION
(919) 553-1535

MEMORANDUM

To: Sherry Scoggins, Town Clerk

From: Chris Rowland, Construction Inspector *CR*

Copy: Steven Sanderson, Sanderson Engineering
David DeYoung, Planning Director

Date: July 8, 2014

Subject: Cobblestone SD, Phase 7D - 7I

Please place a final acceptance request for the subject public water, sewer, & associated storm drainage utilities on the next available agenda. A final inspection was done and all punch list items have been completed. Following acceptance, the Town will assume all operation and maintenance duties.

received
7-9-2014 *SAH*

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

Agenda Item: 4a

Meeting Date: 8/04/14

TITLE: RECOGNITION FOR RECEIPT OF BLUE CROSS BLUE SHIELD GARDEN GRANT.

DESCRIPTION: A representative of the North Carolina Recreation and Park Association will provide an overview of the Blue Cross Blue Shield garden grant for which the Town of Clayton is a recipient.

RELATED GOAL: Administrative

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
08-04-14	Approval.	N/A.

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

Agenda Item: 5a

Meeting Date: 8/04/14

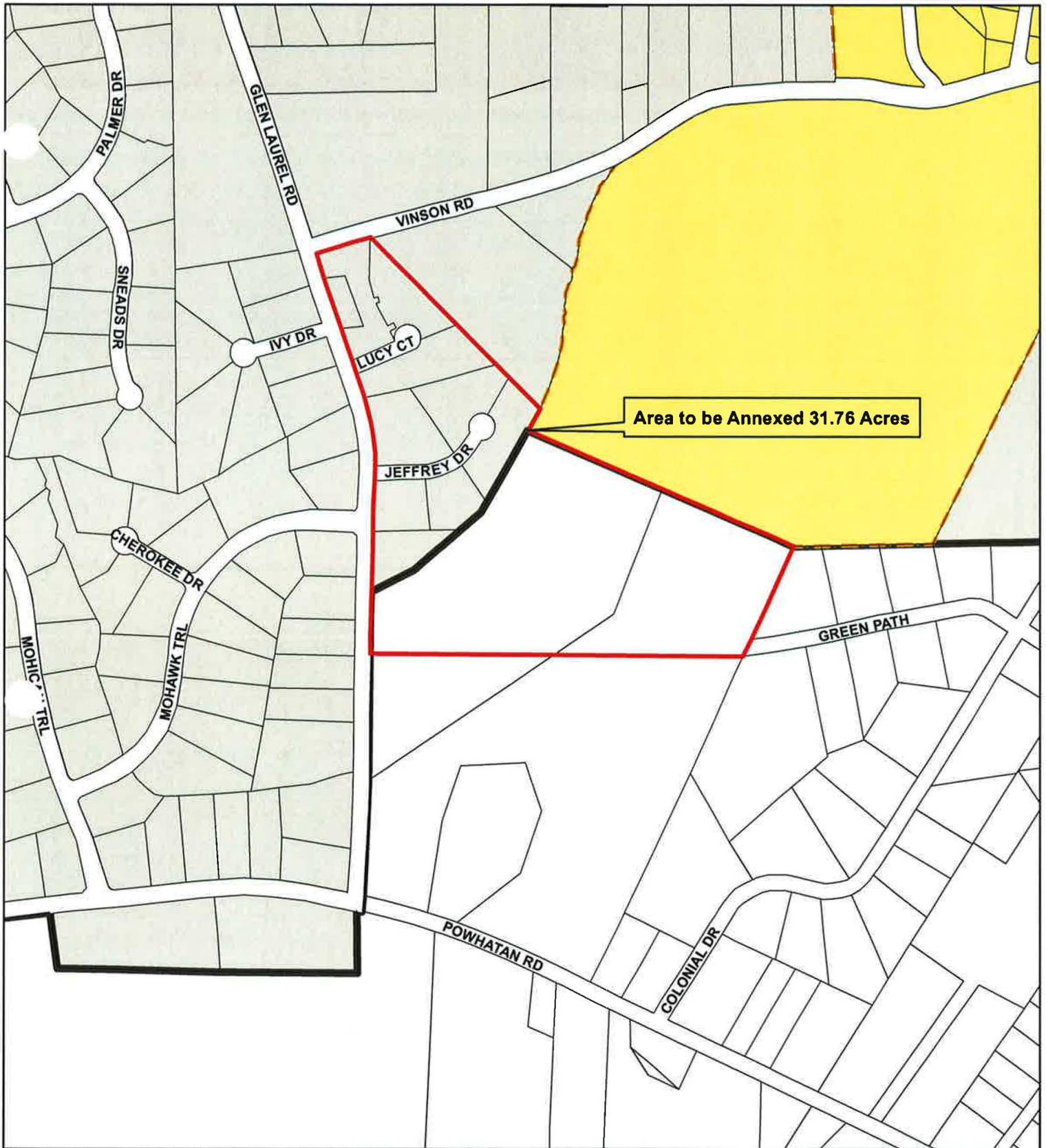
**TITLE: PUBLIC HEARING FOR INITIAL ZONING FOR PROPERTY
ANNEXED INTO THE TOWN OF CLAYTON ON JULY 7, 2014.**

DESCRIPTION: At its July 7, 2014, Town Council meeting, the Town Council held a public hearing and adopted annexation petition 2014-03-1. The request consisted of 12 parcels: 10 within the Town's ETJ and two within Johnston County. The request is to apply Town zoning to the two parcels that were outside of the Town's ETJ.

RELATED GOAL: Administrative

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
07-21-14	Presentation.	Map.
8-04-14	Public Hearing.	Map, Action Form, & Statement of Consistency And Reasonableness Form.



Legend

-  Clayton Town Limits
-  Clayton ETJ
-  Parcels
-  Area to be Annexed

Annexation Map

Applicant(s): Charles B Gordon Jr, Eric B Gordon, Faye G Batten, Ricky Crocker, & David Crisafulli

Property Owner(s): CGC Properties LLC & Charles B Gordon

Parcel Number(s) 05I04012, 05I04012A, 05I04012B, 05I04012C, 05I04012D, 05I04012E, 05I04012F, 05I04012G, 05I04012H, 05I04012I, Portions of 05I04199R & 05E99007H

File Number(s): Annex 2014-03-01



1 inch = 500 feet



1. ACTION [MOTION] FOR REZONING REQUEST

Motion:

Council motion to approve [or deny] the rezoning request RZ 2014-53.

If the rezoning 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 rezoning request as included in the agenda packet.

TOWN OF CLAYTON
CONSISTENCY AND REASONABLENESS STATEMENT

RZ 2014-84

THE TOWN COUNCIL OF THE TOWN OF CLAYTON HEREBY STATES that **RZ 2014-84** 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)~~, Section 155.704(J) and/or ~~Section 155.705(J)~~ of the Unified Development Code of the Town of Clayton, RZ 2014-84 is reasonable and in the public interest.

Date of approval: August 4, 2014

ATTEST:

Jody L. McLeod,
Mayor

Sherry L. Scoggins, MMC
Town Clerk

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

Agenda Item: 6a

Meeting Date: 8/04/14

TITLE: FAÇADE GRANT PROGRAM.

DESCRIPTION: Excerpt from the Town Council May 5, 2014, Town Council meeting:
“Downtown Development Coordinator Bruce Naegelen provided an overview to revise the façade grant program formula to increase the amount from 50% to 75%. He stated a report of prospective projects was included in the agenda packet; herewith attached.
Mayor Pro Tem Grannis questioned if any of the projects would have proceeded at the 50% match.
Downtown Development Coordinator Naegelen stated at least one.
Based upon question, Downtown Development Coordinator Naegelen stated the maximum threshold amount is \$5,000.
Mayor Pro Tem Michael Grannis motioned to approve the increase from 50% to 75% on the façade grant program.
Councilman Art Holder seconded the motion. Motion carried unanimously at 6:43 PM.”

RELATED GOAL: Administrative

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
04-21-14	Presentation.	Memorandum.
05-05-14	Discussion.	
07-21-14	Presentation.	Report.
08-04-14		

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

Agenda Item: 6b

Meeting Date: 8/04/14

TITLE: UPDATE ON THE BROWNFIELDS AGREEMENT FOR THE DUPONT PROPERTY.

DESCRIPTION: Update.

RELATED GOAL: Administrative

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
05-19-14	Verbal report.	N/A.
07-07-14	Verbal report.	N/A.
07-21-14	Verbal report.	N/A.
08-04-14	Review	Pre-final Draft

EXHIBIT A

NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

IN THE MATTER OF: Town of Clayton

UNDER THE AUTHORITY OF THE)	BROWNFIELDS AGREEMENT re:
BROWNFIELDS PROPERTY REUSE ACT)	<u>DuPont Farms</u>
OF 1997, N.C.G.S. § 130A-310.30, <u>et seq.</u>)	<u>1833 Loop Road</u>
Brownfields Project # 16040-12-051)	<u>Clayton, Johnston County</u>

I. INTRODUCTION

This Brownfields Agreement (“Agreement”) is entered into by the North Carolina Department of Environment and Natural Resources (“DENR”) and Town of Clayton (collectively the "Parties") pursuant to the Brownfields Property Reuse Act of 1997, N.C.G.S. § 130A-310.30, et seq. (the “Act”).

The Town of Clayton is an incorporated town in Johnston County, North Carolina. Its mailing address is PO Box 879, Clayton, NC 27528. This Agreement concerns property located at 1833 Loop Road in Clayton, North Carolina. The tax ID for the property is 16103029A and the NC PIN is 176000-91-4881. The undeveloped property comprises 39.27 acres and was previous used as an agrochemical research field. The Town of Clayton intends to develop the property for public use for recreation, athletic fields, equipment staging area for the local fire department, and associated parking. A map showing the location of the property which is the subject of this Agreement is attached hereto as Exhibit 1.

The Parties agree to undertake all actions required by the terms and conditions of this Agreement. The purpose of this Agreement is to settle and resolve, subject to reservations and limitations contained in Section VIII (Certification), Section IX (DENR’s Covenant Not to Sue DuPont Farms

and Reservation of Rights) and Section X (Prospective Developer's Covenant Not to Sue), the potential liability of Town of Clayton for contaminants at the property which is the subject of this Agreement.

The Parties agree that Town of Clayton's entry into this Agreement, and the actions undertaken by Town of Clayton in accordance with the Agreement, do not constitute an admission of any liability by Town of Clayton.

The resolution of this potential liability, in exchange for the benefit Town of Clayton shall provide to DENR, is in the public interest.

II. DEFINITIONS

Unless otherwise expressly provided herein, terms used in this Agreement which are defined in the Act or elsewhere in N.C.G.S. 130A, Article 9 shall have the meaning assigned to them in those statutory provisions, including any amendments thereto.

1. "Property" shall mean the Brownfields Property which is the subject of this Agreement, and which is depicted in Exhibit 1 to the Agreement.
2. "Prospective Developer" shall mean Town of Clayton.

III. STATEMENT OF FACTS

3. The Property comprises 39.27 acres. Prospective Developer has committed itself to redevelopment for no uses other than public use for recreation, athletic fields, equipment staging area for the local fire department, and associated parking purposes.
4. The Property is bordered to the northwest by Covered Bridge Road, to the northeast by Loop Road, to the southeast by agricultural land, and to the southwest by the Neuse River.
5. Prospective Developer obtained or commissioned the following reports, referred to

hereinafter as the “Environmental Reports,” regarding the Property:

Title	Prepared by	Date of Report
Memorandum – Soil Sampling Results, Proposed Events Lawn, Former Clayton Farms Research Site, Clayton, NC	Parsons	March 17, 2014
Memorandum – REVISED Sampling Plan for the Proposed Events Lawn, former DuPont Clayton Farms Research site, Clayton, NC	Parsons	November 21, 2013
Receptor Survey and Additional Information, Clayton Farms Application, 1540 Loop Road, Clayton, Johnston County, NC	URS Corporation - North Carolina	April 11, 2013
Memorandum – Phase II ESA Well Installation and Sampling Results, Former DuPont Clayton Farms Site, Clayton, NC	Parsons	June 1, 2011
Summary of Results from Phase II Environmental Site Assessment, Clayton Farms Application, Clayton, Johnston County, NC	URS Corporation - North Carolina	February 2008

6. For purposes of this Agreement, DENR relies on the following representations by Prospective Developer as to use and ownership of the Property:

a. From 1954 until the December 10, 1975, I.E. DuPont De Nemours and Company (DuPont) leased the Property from William G. and Christina B. Massey for use as an agrochemical research farm. DuPont researched the efficacy of various crop protection chemicals on conventional row crops planted on the Property.

b. On December 11, 1975, DuPont purchased the Property from Mr. and Mrs. Massey. The company continued the use of the Property as a research farm until the mid-1980s when operations ceased. The Property was used for tobacco farming purposes since the mid-

1980s.

b. On May 7, 2012, Prospective Developer signed a Letter of Agreement with DuPont, the owner of the Property.

7. The most recent environmental sampling at the Property reported in the Environmental Reports assessed the proposed “Events Lawn” and occurred on January 15, 2014. The following tables set forth, for contaminants present at the Property above applicable standards or screening levels, the concentration found at each sample location and the applicable standard or screening level. Screening levels and groundwater and or surface water standards are shown for reference only and are not set forth as cleanup levels for the purposes of this Agreement.

a. Groundwater contaminants in micrograms per liter (the equivalent of parts per billion), the standards for which are contained in Title 15A of the North Carolina Administrative Code, Subchapter 2L, Rule .0202(2L), April 1, 2013 version); or the 2L Groundwater Interim Maximum Allowable Concentration (IMAC) for Aldrin, (April 1, 2013 version):

Groundwater Contaminant	Sample Location	Date of Sampling	Concentration Exceeding Standard (µg/L)	Standard (µg/L)
<u>Dieldrin</u>	<u>MW-001</u>	<u>2/16/2011</u>	<u>0.003 J²</u>	<u>0.002</u>
<u>Dieldrin</u>	<u>MW-002</u>	<u>2/15/2011</u>	<u>0.0023 J</u>	<u>0.002</u>
<u>Toxaphene</u>	<u>MW-001</u>	<u>2/16/2011</u>	<u>0.53 J</u>	<u>0.03</u>
<u>Toxaphene</u>	<u>MW-002</u>	<u>2/15/2011</u>	<u>0.25 J</u>	<u>0.03</u>
<u>Aldrin</u>	<u>MW-002</u>	<u>2/15/2011</u>	<u>0.0021 J</u>	<u>0.002 IMAC</u>
<u>Alpha-BHC¹</u>	<u>In-Situ</u>	<u>8/7/2009</u>	<u>0.037</u>	<u>0.02</u>
<u>Bis(2-ethylhexyl)phthalate</u>	<u>In-Situ</u>	<u>8/7/2009</u>	<u>7.8</u>	<u>3</u>

¹ Alpha-BHC is the alpha isomer of benzene hexachloride, or hexachlorocyclohexane

² J denotes an estimated concentration, a value between the laboratory method reporting limit and the method detection limit

b. Soil contamination has been found in a trench on the Property. This trench

shall be subject to the removal requirements outlined in paragraph 12. Soil contaminants in the trench area are in milligrams per kilogram (the equivalent of parts per million), the screening levels for which are derived from the Residential Preliminary Soil Remediation Goals of the Inactive Hazardous Sites Branch of DENR’s Superfund Section January, 2014 version):

Soil Contaminant	Sample Location	Depth FT	Date of Sampling	Concentration Exceeding Screening Level (mg/kg)	Residential Screening Level ¹ (mg/kg)
4,4-DDT	SB-2	4 - 8	8/9/2007	2.2	1.7
Aldrin	SB-154	0 – 6	6/12/2008	ND ²	0.029
Dieldrin	SB-154	0 – 6	6/12/2008	ND ²	0.030
Alpha- BHC	SB-154	0 – 6	6/12/2008	ND ²	0.022
Delta-BHC	SB-154	0 – 6	6/12/2008	0.15	NSL ³
Heptachlor Epoxide	SB-154	0 – 6	6/12/2008	ND ²	0.053
Toxaphene	SB-154	0 – 6	6/12/2008	ND ²	0.440

¹Screening levels displayed for non-carcinogens are for hazard quotient equal to 0.2. Screening levels displayed for carcinogens are for 1.0E-6 lifetime incremental cancer risk target.

²Laboratory method reporting limits exceeded Residential Screening Levels.

³No screening level has been established by North Carolina

Toxic Equivalent Concentration for Dioxins and Furans

The dioxin and furan compounds reported in nanograms per kilogram (the equivalent of parts per trillion), the screening levels for which are derived from the Residential Preliminary Soil Remediation Goals of the Inactive Hazardous Sites Branch of DENR’s Superfund Section January, 2014 version). Based on the results the total equivalent to the 2,3,7,8-TCDD standard, represented by the ‘Sum of TEQ Conc.’, is about 10 times less than the residential risk-based standard for the dioxin and furan compound concentrations reported, and therefore do not represent a risk to public health or the environment.

Constituent	Date of Collection	Sum of TEQ Concentration (ng/kg)	IHSB PSRG Residential Value 2,3,7,8-TCDD (ng/kg)
Dioxins & Furans	01/15/2014	0.47	4.5

Arsenic was reported in several locations at concentrations exceeding the IHSB Residential PSRG of 0.61 mg/kg; however, current risk-based standards for residential redevelopment use allow 34 mg/kg arsenic averaged over ¼ acre land sections. The reported arsenic concentrations did not exceed this risk-based standard.

c. Surface water contaminants reported for one sample collected from the on-site pond which are shown in nanograms per liter (the equivalent of parts per trillion), the standards for which can be found in surface water quality standards as adopted per 15A NCAC 2B .0200s (May 1, 2007):

Surface Water Contaminant	Sample Location	Date of Sampling	Concentration Exceeding Standard (ng/L)	US EPA Mid-Atlantic Region Residential Tapwater Screening Level ² (ng/L)
4,4'-DDT	SW-002	2/15/2011	4.1 J ¹	200.0

¹J denotes an estimated concentration, a value between the laboratory method reporting limit and the method detection limit

²US EPA Mid-Atlantic Regional Screening Level (RSL) Tapwater Support Table, November 2013

The U.S. E.P.A. tapwater standard for 4,4'-DDT is currently 200 ng/L, approximately 50 times the value found in the pond. No soil or groundwater contaminants with potential for vapor intrusion risk have been reported at the Property.

8. For purposes of this Agreement DENR relies on Prospective Developer's representations that Prospective Developer's involvement with the Property has been limited to obtaining or commissioning the Environmental Reports, preparing and submitting to DENR a Brownfields Property Application dated Property Application dated September 5, 2012, and the following:

a. On May 7, 2012 Prospective Developer and DuPont entered into a Memorandum of Understanding which granted the Prospective Developer a conditional right to purchase the Property.

9. Prospective Developer has provided DENR with information, or sworn certifications regarding that information on which DENR relies for purposes of this Agreement, sufficient to demonstrate that:

a. Prospective Developer and any parent, subsidiary, or other affiliate has substantially complied with federal and state laws, regulations and rules for protection of the environment, and with the other agreements and requirements cited at N.C.G.S. § 130A-310.32(a)(1);

b. as a result of the implementation of this Agreement, the Property will be suitable for the uses specified in the Agreement while fully protecting public health and the environment;

c. Prospective Developer's reuse of the Property will produce a public benefit commensurate with the liability protection provided Prospective Developer hereunder;

d. Prospective Developer has or can obtain the financial, managerial and technical means to fully implement this Agreement and assure the safe use of the Property; and

e. Prospective Developer has complied with all applicable procedural requirements.

10. The Parties agree that a \$30,000 “Redevelopment Now” fee Prospective Developer has paid suffices as the \$2,000 fee to seek a brownfields agreement required by N.C.G.S. § 130A-310.39(a)(1), and, within the meaning of N.C.G.S. § 130A-310.39(a)(2), the full cost to DENR and the North Carolina Department of Justice of all activities related to this Agreement, unless a change is sought to a Brownfield document after it is in effect, in which case there shall be an additional fee of at least \$1,000.

IV. BENEFIT TO COMMUNITY

11. The redevelopment of the Property proposed herein would provide the following public benefits:

- a. a return to productive use of the Property;
- b. a spur to additional community redevelopment through increased community activity on and around the Property
- c. development of recreational amenities and quality of life enhancement;
- d. improve the capabilities of local firefighters.

V. WORK TO BE PERFORMED

12. Prior to initiating any on-site activities Prospective Developer will prepare and submit a plan for removal of soil exceedances located within the trench area ~~and within the Former Main Building Area~~, as described above in the Environmental Reports in paragraph 5 and within the contaminant tables shown above in paragraph 7. This plan will provide for the removal of contaminants to risk-based levels and requires confirmation sampling ~~to establish~~

~~risk determine residential levels were achieved.~~ The plan will be submitted to the Brownfields Program for review, comment, and approval prior to implementation. The PD shall implement the approved plan prior to initiating any other redevelopment activities at the Property.

13. Prior to initiating any on-site activities Prospective Developer will submit a plan to DENR for placing institutional controls that prevent access and/or use of the on-site pond, denoted on the survey plat (Exhibit B of the Notice of Brownfields Property referenced below in paragraph 21). Such a plan may include, without limitation, posting of signs prohibiting activities that include fishing, wading, swimming, and boating. The plan shall be implemented within 30 days after written approval of DENR.

14. Within 30 days after the effective date of this Agreement, Prospective Developer shall notify DENR that it is ready to effect the abandonment of all groundwater monitoring wells, injection wells, recovery wells, piezometers and other man-made points of groundwater access at the Property in accordance with Subchapter 2C of Title 15A of the North Carolina Administrative Code. Unless DENR notifies Prospective Developer within 10 days of receiving such notification to refrain from such abandonment, Prospective Developer shall, on a schedule acceptable to DENR, effect said abandonment and, within 30 days after doing so, provide DENR a report, subject to DENR approval, setting forth the procedures and results.

15. Based on the information in the Environmental Reports, and subject to imposition of and compliance with the land use restrictions set forth below, and subject to Section IX of this Agreement (DENR's Covenant Not to Sue and Reservation of Rights), DENR is requiring, in addition to paragraphs 12 through 14 above, Prospective Developer to perform any remediation that may be required pursuant to a DENR-approved Environmental Management Plan (EMP)

required by this Section to set forth procedures and methodologies for evaluating and handling known or newly discovered contaminated or potentially contaminated environmental media (e.g., soils, groundwater, building materials, containers) during redevelopment activities at the Property.

16. By way of the Notice of Brownfields Property referenced below in paragraph 21, Prospective Developer shall impose the following land use restrictions under the Act, running with the land, to make the Property suitable for the uses specified in this Agreement while fully protecting public health and the environment. All references to DENR shall be understood to include any successor in function.

a. No use may be made of the Property other than for public use for recreation, athletic fields, staging area for fire department training, and associated parking. For purposes of this restriction, the following definitions apply:

i “Recreation” Public or private golf courses, swimming pools, tennis courts, ball fields, ball courts, and similar uses which are not enclosed in buildings and are operated on a commercial or membership basis.

ii. “Athletic Fields” refers to land parcels used for indoor and outdoor exercise-related and otherwise physically focused activities, whether active or passive, and the facilities for same, including sports-related courts and fields and open space and greenways.

iii. “Staging Area for Local Fire Department” refers a location where people, vehicles, equipment or material are assembled before use. Activities such as setting or managing fires for training or other purposes, or storage or use of chemicals, fuels, or solvents of any kind for this purpose is prohibited.

iv. "Parking" refers to the temporary accommodation of motor vehicles in an area designed for same.

b. Surface water and groundwater at the Property may not be used for any purpose, including recreation, without the prior written approval of DENR.

c. Soil disturbances must be handled in accordance with an approved Soil Management Plan, including subsequent DENR approved modifications to that plan.

d. No activity that cuts or excavates soil within the area denoted on the survey plat (Exhibit B of the Notice of Brownfields Property referenced below in paragraph 21) labeled "former disposal trench (now removed)" may occur unless and until DENR states in writing, in advance of the proposed activity, that said activity may occur if carried out along with any measures DENR deems necessary to ensure the Property will be suitable for the uses specified in subparagraph 16.a. above while fully protecting public health and the environment, except in connection with, mowing and pruning of above-ground vegetation, landscape plantings that do not exceed 18 inches in depth; and, for emergency repair of underground infrastructure, provided that DENR shall be given written notice (if only by email) of any such emergency repair no later than the next business day, and that any related assessment and remedial measures required by DENR shall be taken.

e. None of the contaminants known to be present in the environmental media at the Property above applicable standards or screening levels, including those listed in paragraph 7, may be used or stored at the Property without the prior written approval of DENR, except in *de minimis* amounts for cleaning and other routine housekeeping activities.

f. The Property may not be used as a playground, or for child care centers or

schools without the prior written approval of DENR.

g. The owner of any portion of the Property where any existing, or subsequently installed DENR-approved monitoring well is damaged shall be responsible for repair or replacement and/or abandonment of any such wells to DENR's written satisfaction.

h. Contamination on the Property that is known to exist or is discovered prior to or during redevelopment and that falls within the jurisdiction of DENR's Underground Storage Tank ("UST") Section, shall be addressed in accordance with the applicable provisions of law and the Guidelines of DENR's UST Section. Summaries of all reports with corresponding maps and data tables relating to such contamination, including any "No Further Action" letters issued by DENR's UST Section, shall be submitted to the DENR contact referenced in paragraph 36.a. below within seven (7) days after the date of the report.

i. Neither DENR, nor any party conducting environmental assessment or remediation at the Property at the direction of, or pursuant to a permit, order or agreement issued or entered into by DENR, may be denied access to the Property for purposes of conducting such assessment or remediation, which is to be conducted using reasonable efforts to minimize interference with authorized uses of the Property.

j. During January of each year after the year in which the Notice referenced below in paragraph 21 is recorded, the owner of any part of the Property as of January 1st of that year shall submit a notarized Land Use Restrictions Update ("LURU") to DENR, and to the chief public health and environmental officials of Johnston County, certifying that, as of said January 1st, the Notice of Brownfields Property containing these land use restrictions remains recorded at the Johnston County Register of Deeds office and the land use restrictions are being complied

with, and stating:

i. the name, mailing address, telephone and facsimile numbers, and contact person's e-mail address of the owner submitting the LURU if said owner acquired any part of the Property in fee during the previous calendar year; and

ii. the transferee's name, mailing address, telephone and facsimile numbers, and contact person's e-mail address, if said owner transferred any part of the Property in fee during the previous calendar year.

k. Any deed or other instrument conveying an interest in the Property executed by an owner of any interest in the Property shall contain the following notice: "The property which is the subject of this instrument is subject to the Brownfields Agreement attached as Exhibit A to the Notice of Brownfields Property recorded in the Johnston County land records, Book ____, Page ____." A copy of any such instrument shall be sent to the persons-listed in Section XVI (Notices and Submissions), though financial figures related to the conveyance may be redacted, and such disclosure may be made subject to the confidentiality and trade secret provisions of the North Carolina Public Records Law (to the extent applicable).

l. The Property may not be used for aquaculture.

17. The desired result of the above-referenced land use restrictions is to make the Property suitable for the uses specified in the Agreement while fully protecting public health and the environment.

18. The guidelines, including parameters, principles and policies within which the desired results are to be accomplished are, as to field procedures and laboratory testing, the Guidelines of the Inactive Hazardous Sites Branch of DENR's Superfund Section, as embodied

in their most current version.

19. The consequence of achieving the desired results will be that the property will be suitable for the uses specified in the Agreement while fully protecting public health and the environment. The consequence of not achieving the desired results will be that modifications to land use restrictions and/or remediation in some form may be necessary to fully protect public health and/or the environment.

VI. ACCESS/NOTICE TO SUCCESSORS IN INTEREST

20. In addition to providing access to the Property pursuant to subparagraph 16.i. above, Prospective Developer shall provide DENR, its authorized officers, employees, representatives, and all other persons performing response actions under DENR oversight, access at all reasonable times to other property controlled by Prospective Developer in connection with the performance or oversight of any response actions at the Property under applicable law. While Prospective Developer owns the Property, DENR shall provide reasonable notice to Prospective Developer of the timing of any response actions to be undertaken by or under the oversight of DENR at the Property. Except as may be set forth in the Agreement, DENR retains all of its authorities and rights, including enforcement authorities related thereto, under the Act and any other applicable statute or regulation, including any amendments thereto.

21. DENR has approved, pursuant to N.C.G.S. § 130A-310.35, a Notice of Brownfields Property for the Property containing, inter alia, the land use restrictions set forth in Section V (Work to Be Performed) of this Agreement and a survey plat of the Property. Pursuant to N.C.G.S. § 130A-310.35(b), within 15 days of the effective date of this Agreement Prospective Developer shall file the Notice of Brownfields Property in the Johnston County, North Carolina,

Register of Deeds' office. Within three (3) days thereafter, Prospective Developer shall furnish DENR a copy of the documentary component of the Notice containing a certification by the Register of Deeds as to the Book and Page numbers where both the documentary and plat components of the Notice are recorded, and a copy of the plat with notations indicating its recordation.

22. This Agreement shall be attached as Exhibit A to the Notice of Brownfields Property. Subsequent to recordation of said Notice, any deed or other instrument conveying an interest in the Property shall contain the following notice: "The property which is the subject of this instrument is subject to the Brownfields Agreement attached as Exhibit A to the Notice of Brownfields Property recorded in the Johnston County land records, Book ____, Page ____." A copy of any such instrument shall be sent to the persons listed in Section XV (Notices and Submissions), though financial figures related to the conveyance may be redacted.

23. The Prospective Developer shall ensure that a copy of this Agreement is provided to any current lessee or sublessee on the Property within seven days of the effective date of this Agreement and shall ensure that, to the extent it can legally do so, any subsequent leases, subleases, assignments or transfers of the Property or an interest in the Property are consistent with this Section (Access/Notice To Successors In Interest), and Section V (Work to be Performed) of this Agreement.

VII. DUE CARE/COOPERATION

24. The Prospective Developer shall exercise due care at the Property with respect to the manner in which regulated substances are handled at the Property and shall comply with all applicable local, State, and federal laws and regulations. The Prospective Developer agrees to

cooperate fully with any remediation of the Property by DENR and further agrees not to interfere with any such remediation. In the event the Prospective Developer becomes aware of any action or occurrence which causes or threatens a release of contaminants at or from the Property, the Prospective Developer shall immediately take all appropriate action to prevent, abate, or minimize such release or threat of release, and shall, in addition to complying with any applicable notification requirements under N.C.G.S. 130A-310.1 and 143-215.85, and Section 103 of CERCLA, 42 U.S.C. § 9603, or any other law, immediately notify DENR of such release or threatened release.

VIII. CERTIFICATION

25. By entering into this Agreement, the Prospective Developer certifies that, without DENR approval, it will make no use of the Property other than that committed to in the Brownfields Property Application dated September 10, 2012 by which it applied for this Agreement. That is public use for recreation, athletic fields, equipment staging area for the local fire department, and associated parking. Prospective Developer also certifies that to the best of its knowledge and belief it has fully and accurately disclosed to DENR all information known to Prospective Developer and all information in the possession or control of its officers, directors, employees, contractors and agents which relates in any way to any past use of regulated substances or known contaminants at the Property and to its qualification for this Agreement, including the requirement that it not have caused or contributed to the contamination at the Property.

IX. DENR'S COVENANT NOT TO SUE AND RESERVATION OF RIGHTS

26. Unless any of the following apply, Prospective Developer shall not be liable to

DENR, and DENR covenants not to sue Prospective Developer, for remediation of the Property except as specified in this Agreement:

- a. The Prospective Developer fails to comply with this Agreement.
- b. The activities conducted on the Property by or under the control or direction of the Prospective Developer increase the risk of harm to public health or the environment, in which case Prospective Developer shall be liable for remediation of the areas of the Property, remediation of which is required by this Agreement, to the extent necessary to eliminate such risk of harm to public health or the environment.
- c. A land use restriction set out in the Notice of Brownfields Property required under N.C.G.S. 130A-310.35 is violated while the Prospective Developer owns the Property, in which case the Prospective Developer shall be responsible for remediation of the Property to unrestricted use standards.
- d. The Prospective Developer knowingly or recklessly provided false information that formed a basis for this Agreement or knowingly or recklessly offers false information to demonstrate compliance with this Agreement or fails to disclose relevant information about contamination at the Property.
- e. New information indicates the existence of previously unreported contaminants or an area of previously unreported contamination on or associated with the Property that has not been remediated to unrestricted use standards, unless this Agreement is amended to include any previously unreported contaminants and any additional areas of contamination. If this Agreement sets maximum concentrations for contaminants, and new information indicates the existence of previously unreported areas of these contaminants, further

remediation shall be required only if the areas of previously unreported contaminants raise the risk of the contamination to public health or the environment to a level less protective of public health and the environment than that required by this Agreement.

f. The level of risk to public health or the environment from contaminants is unacceptable at or in the vicinity of the Property due to changes in exposure conditions, including (i) a change in land use that increases the probability of exposure to contaminants at or in the vicinity of the Property or (ii) the failure of remediation to mitigate risks to the extent required to make the Property fully protective of public health and the environment as planned in this Agreement.

g. The Department obtains new information about a contaminant associated with the Property or exposures at or around the Property that raises the risk to public health or the environment associated with the Property beyond an acceptable range and in a manner or to a degree not anticipated in this Agreement.

h. The Prospective Developer fails to file a timely and proper Notice of Brownfields Property under N.C.G.S. 130A-310.35.

27. Except as may be provided herein, DENR reserves its rights against Prospective Developer as to liabilities beyond the scope of the Act, including those regarding petroleum underground storage tanks pursuant to Part 2A, Article 21A of Chapter 143 of the General Statutes.

28. This Agreement does not waive any applicable requirement to obtain a permit, license or certification, or to comply with any and all other applicable law, including the North Carolina Environmental Policy Act, N.C.G.S. § 113A-1, et seq.

29. Consistent with N.C.G.S. § 130A-310.33, the liability protections provided herein, and any statutory limitations in paragraphs 26 through 28 above, apply to all of the persons listed in N.C.G.S. § 130A-310.33, including future owners of the property, to the same extent as Prospective Developer, so long as these persons are not otherwise potentially responsible parties or parents, subsidiaries, or affiliates of potentially responsible parties.

X. PROSPECTIVE DEVELOPER'S COVENANT NOT TO SUE

30. In consideration of DENR's Covenant Not To Sue in Section IX of this Agreement and in recognition of the absolute State immunity provided in N.C.G.S. § 130A-310.37(b), the Prospective Developer hereby covenants not to sue and not to assert any claims or causes of action against DENR, its authorized officers, employees, or representatives with respect to any action implementing the Act, including negotiating, entering, monitoring or enforcing this Agreement or the above-referenced Notice of Brownfields Property.

XI. PARTIES BOUND

31. This Agreement shall apply to and be binding upon DENR, and on the Prospective Developer, its officers, directors, employees, and agents. Each Party's signatory to this Agreement represents that she or he is fully authorized to enter into the terms and conditions of this Agreement and to legally bind the Party for whom she or he signs.

XII. DISCLAIMER

32. This Agreement in no way constitutes a finding by DENR as to the risks to public health and the environment which may be posed by regulated substances at the Property, a representation by DENR that the Property is fit for any particular purpose, nor a waiver of Prospective Developer's duty to seek applicable permits or of the provisions of N.C.G.S. §

130A-310.37.

33. Except for the Land Use Restrictions set forth in paragraph 16 above and N.C.G.S. § 130A-310.33(a)(1)-(5)'s provision of the Act's liability protection to certain persons to the same extent as to a prospective developer, no rights, benefits or obligations conferred or imposed upon Prospective Developer under this Agreement are conferred or imposed upon any other person.

XIII. DOCUMENT RETENTION

34. The Prospective Developer agrees to retain and make available to DENR all business and operating records, contracts, site studies and investigations, and documents relating to operations at the Property, for six (6) years following the effective date of this Agreement, unless otherwise agreed to in writing by the Parties. At the end of six (6) years, the Prospective Developer shall notify DENR of the location of such documents and shall provide DENR with an opportunity to copy any documents at the expense of DENR. To the extent DENR retains any copies of such documents, Prospective Developer retains all rights it then may have to seek protection from disclosure of such documents as confidential business information.

XIV. PAYMENT OF ENFORCEMENT COSTS

35. If the Prospective Developer fails to comply with the terms of this Agreement, including, but not limited to, the provisions of Section V (Work to be Performed), it shall be liable for all litigation and other enforcement costs incurred by DENR to enforce this Agreement or otherwise obtain compliance.

XV. NOTICES AND SUBMISSIONS

36. Unless otherwise required by DENR or a Party notifies the other Party in writing of a change in contact information, all notices and submissions pursuant to this Agreement shall be

sent by prepaid first class U.S. mail, as follows:

- a. for DENR:

James Rudder, P.G.
N.C. Division of Waste Management
Brownfields Program
Mail Service Center 1646
Raleigh, NC 27699-1646

- b. for Prospective Developer:

R. Steve Biggs
Town of Clayton
PO Box 879
Clayton, NC 27527

Notices and submissions sent by prepaid first class U.S. mail shall be effective on the third day following postmarking. Notices and submissions sent by hand or by other means affording written evidence of date of receipt shall be effective on such date.

XVI. EFFECTIVE DATE

37. This Agreement shall become effective on the date the Prospective Developer signs it, after receiving it, signed, from DENR. Prospective Developer shall sign the Agreement within seven (7) days following such receipt.

XVIII. TERMINATION OF CERTAIN PROVISIONS

38. If any Party believes that any or all of the obligations under Section VI (Access/Notice to Successors in Interest) are no longer necessary to ensure compliance with the requirements of the Agreement, that Party may request in writing that the other Party agree to terminate the provision(s) establishing such obligations; provided, however, that the provision(s) in question shall continue in force unless and until the Party requesting such termination receives written

agreement from the other Party to terminate such provision(s).

XVIII. CONTRIBUTION PROTECTION

39. With regard to claims for contribution against Prospective Developer in relation to the subject matter of this Agreement, Prospective Developer is entitled to protection from such claims to the extent provided by N.C.G.S. § 130A-310.37(a)(5)-(6). The subject matter of this Agreement is all remediation taken or to be taken and response costs incurred or to be incurred by DENR or any other person in relation to the Property.

40. The Prospective Developer agrees that, with respect to any suit or claim for contribution brought by it in relation to the subject matter of this Agreement, it will notify DENR in writing no later than 60 days prior to the initiation of such suit or claim.

41. The Prospective Developer also agrees that, with respect to any suit or claim for contribution brought against it in relation to the subject matter of this Agreement, it will notify DENR in writing within 10 days of service of the complaint on it.

XIX. PUBLIC COMMENT

42. This Agreement shall be subject to a public comment period of at least 30 days starting the day after the last to occur of the following: publication of the approved summary of the Notice of Intent to Redevelop a Brownfields Property required by N.C.G.S. § 130A-310.34 in a newspaper of general circulation serving the area in which the Property is located, conspicuous posting of a copy of said summary at the Property, and mailing or delivery of a copy of the summary to each owner of property contiguous to the Property. After expiration of that period, or following a public meeting if DENR holds one pursuant to N.C.G.S. § 130A-310.34(c), DENR may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations which indicate that this Agreement is inappropriate, improper or

inadequate.

IT IS SO AGREED:

NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

By:

Linda M. Culpepper
Deputy Director, Division of Waste Management

Date

IT IS SO AGREED:

Town of Clayton

By:

R. Steve Biggs
Town Manager

Date

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

Agenda Item: 6c

Meeting Date: 8/4/14

TITLE: Report- RECREATION GRANT OPPORTUNITIES.

DESCRIPTION: Follow-up report on cost analysis associated with potential grant applications.

RELATED GOAL:

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
7-21-14	Presentation, Discussion	
8-4-14	Presentation	Verbal

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

Agenda Item: 6d

Meeting Date: 8/4-14

TITLE: Bid Results- Red & White Building Demolition.

DESCRIPTION: As titled.

RELATED GOAL:

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
8-4-14	Presentation	Bid Tabulation

Red White Demolition Bids 7/25/2014

Company	Location	Bid Amount
Total Construction	Clayton, NC	\$128,997.86
Cook Contractors	Whiteville, NC	\$107,450.00
Cecil Holcomb Renovations	Raleigh, NC	\$38,672.00
Greenway Waste Solutions	Raleigh, NC	\$34,950.00
TAP Construction	Four Oaks, NC	\$49,999.00
Country Construction	Benson, NC	\$43,000.00
EHG, LLC	Morrisville, NC	\$42,295.00
4 Season's Site & Demo Inc	Wilmington, NC	\$44,350.00

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

Agenda Item: 6e

Meeting Date: 8/4/14

TITLE: Contract Approval- Little Creek Church Road Property.

DESCRIPTION: The contract for purchase of the Little Creek Church Road (Devra Massey) park property.

RELATED GOAL: Premier Community for Active Families

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
8-4-14	Approval	Contract

AGREEMENT FOR THE PURCHASE AND SALE OF LAND

THIS AGREEMENT FOR THE PURCHASE AND SALE OF LAND (this “**Agreement**”) is made and entered into this ___ day of July 2014 (“**Effective Date**”) by and between **THE CONSERVATION FUND**, a Maryland Non-Profit corporation, and its successors and assigns (“**Seller**”), and **THE TOWN OF CLAYTON, NORTH CAROLINA**, a North Carolina municipality, and its successors and assigns (“**Buyer**”). Seller and Buyer may be referred to individually as a “**Party**” and collectively as the “**Parties**”.

BACKGROUND:

Seller is the owner of certain real property in Johnston County, North Carolina, more particularly described in the attached **Exhibit A** (the “**Property**”). Buyer desires to purchase, and Seller has agreed to sell to Buyer, the Property in accordance with the terms and conditions of this Agreement.

AGREEMENT:

In consideration of the mutual covenants made in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

ARTICLE 1. AGREEMENT TO PURCHASE PROPERTY

1.1 Agreement to Purchase Property. Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell, and Buyer agrees to purchase, all of the Property more particularly described in the attached **Exhibit A**, together with all rights, titles, privileges, and easements appurtenant to the Property.

1.2 Purchase Price. The purchase price for the Property is One Million, Two Hundred Eight Thousand, Four Hundred Sixty Six and No/100 Dollars (\$1,208,466.00), based on an acreage of 67.137 acres (“**Purchase Price**”). Buyer shall pay to Seller at Closing (as defined below) the Purchase Price, plus any cost pro-rations to be credited to Seller for items apportioned to Seller in this Agreement, in cash or other immediately available funds, less any cost pro-rations to be credited to Buyer at Closing.

1.3 Right of Entry. Prior to Closing, Buyer and Buyer’s employees, agents, contractors, subcontractors, and lenders shall be entitled to go on the Property from time to time to inspect the Property and to conduct such surveying, title examination, architectural, engineering, non-invasive environmental, topographical, geological, soil, marketing, feasibility, and other investigations, tests, measurements, and inspections as Buyer deems necessary or desirable.

ARTICLE 2. REPRESENTATIONS AND WARRANTIES

2.1 Seller’s Representations and Warranties. Seller makes the following representations and warranties as of the Effective Date and as of Closing: (i) Seller is a duly authorized and existing Maryland Non-Profit corporation that is authorized to transact business in North Carolina; (ii) Seller has full right and authority to enter into this Agreement and to consummate the transactions contemplated in this Agreement; (iii) each of the persons signing this Agreement on behalf of Seller is an agent of Seller authorized to do so by appropriate corporate action; (iv) to Seller's knowledge, there are no parties currently in possession of the Property, including lessees, tenants at sufferance, or trespassers, other than Seller, and no one has been granted any license, lease, or other right relating to the use or possession of

the Property, including the reservation of any oil, gas or mineral rights; and (v) to Seller's knowledge, there are no outstanding actual or potential liens (filed or unfiled) on the Property for labor, services, or materials for improvements to the Property, and all payments due to any person or company that has furnished labor, services, or materials in connection with the Property are current; and. Seller further represents and warrants, as of the Closing only, that there has been no material adverse change in the condition of the Property or the status of title to the Property since the Effective Date.

2.2 Buyer's Representations and Warranties. Buyer makes the following representations and warranties as of the Effective Date and as of Closing: (i) Buyer is a duly authorized and existing North Carolina municipality that is authorized to transact business in North Carolina; (ii) Buyer has full right and authority to enter into this Agreement and to consummate the transactions contemplated in this Agreement; and (iii) each of the persons signing this Agreement on behalf of Buyer is an agent of Buyer authorized to do so by appropriate corporate action.

2.3 Reliance; Survival. Buyer and Seller each acknowledge and agree that each Party is materially relying on the representations and warranties contained in this Article in entering into this Agreement. Each of the representations and warranties made in this Article shall survive Closing.

ARTICLE 3. CLOSING

3.1 Closing. The closing on the sale and purchase of the Property ("Closing") shall be held in the offices of Buyer in Clayton, North Carolina, or shall be conducted in escrow on the "Closing Date," which date shall be no later than August 31, 2014, provided Buyer notifies Seller of such date no fewer than ten (10) days prior to such date. If Closing is conducted in escrow, the Parties and their attorneys do not need to be physically present at the Closing and may deliver documents by overnight delivery service or other means; provided, all deliveries of closing documents to Buyer's counsel to be held in escrow pending Closing shall be accompanied by a closing instruction letter clearly stating the terms and conditions (consistent with this Agreement) pursuant to which the documents may be released and recorded at Closing. Upon payment of the Purchase Price to Seller, Seller shall deliver possession of the Property to Buyer at Closing.

3.2 Seller's Closing Documents. At Closing, Seller shall sign and deliver the following signed documents to Buyer. Each document shall be in a form and substance satisfactory to Buyer.

(a) Special Warranty Deed. A North Carolina Special Warranty Deed, signed by Seller conveying to Buyer good and marketable fee simple title to the Property, together with all rights, titles, privileges, easements, and appurtenances thereto, free and clear of all vendor liens, mechanic's liens, encumbrances, leases, easements, restrictions, covenants, and other title encumbrances, subject only to ad valorem taxes for the current year and the Permitted Encumbrances contained in the attached Exhibit B.

(b) Lien Affidavit. A mechanics' and materialmen's lien waiver and indemnity and no possession affidavit signed by Seller and all contractors and subcontractors that have done work on the Property or supplied materials to the Property within the one hundred twenty (120) days prior to Closing, in the form contained the attached Exhibit C.

(c) Tax Affidavits. Substitute Form 1099A, Non-Foreign affidavit, North Carolina Resident Affidavit, and any other necessary affidavits, to satisfy federal and state tax reporting requirements;

(d) Settlement Statement. Signed Settlement Statement (to be prepared by Buyer);
and

(e) Other Documents. Any other additional signed documents contemplated by this Agreement or mutually deemed by the Parties' attorneys to be appropriate to consummate the sale of the Property to Buyer.

3.3 Buyer's Closing Documents. At Closing, Buyer shall sign and deliver the following documents to Seller. Each document shall be in a form and substance satisfactory to Seller:

(a) Settlement Statement. A signed counterpart to the Settlement Statement; and

(b) Other Documents. Any other additional signed documents contemplated by this Agreement or mutually deemed by the Parties' attorneys to be appropriate to consummate the sale of the Property to Buyer.

3.4 Closing Costs. At Closing, Seller shall pay Seller's attorney's fees. Buyer shall pay all usual and customary buyer expenses and closing costs in connection with the Closing, including the title examination, title insurance, Buyer's attorney's fees, and recording fees for the deed(s), in addition to documentary stamps/excise tax and preparation of the Special Warranty Deed.

3.5 Taxes. Ad valorem property taxes applicable to the Property at Closing for the calendar year of the Closing will be paid by Buyer.

ARTICLE 4. REMEDIES

4.1 Buyer's and Seller's Remedies. Notwithstanding anything to the contrary in this Agreement, in the event of a breach under this Agreement by either Party, the breaching Party shall have ten (10) business days following receipt of notice of a breach from the non-breaching Party to cure such breach ("Cure Period"). If the breaching Party fails to cure such breach during the Cure Period, the non-breaching Party may pursue all remedies available at law or in equity.

ARTICLE 5. GENERAL PROVISIONS

5.1 Notices. To be effective, any notice or other communication required, permitted, or contemplated by this Agreement must be in writing and must be sent by facsimile, email, certified mail (return-receipt requested), overnight delivery service (with proof of delivery), or commercial courier (with proof of delivery) to the following addresses. Any notice given by facsimile or email also shall be delivered by certified mail, overnight delivery service, or commercial courier within two (2) days after the original transmission. Either Party may change its address(es) by giving five (5) days prior notice to the other Party of such change. Notice shall be deemed delivered or received upon the earliest to occur of: (a) receipt of the transmission if sent by facsimile or email; (b) three (3) days after the postmark if sent by certified mail; (c) the next day that is not a Saturday, Sunday, or legal holiday if sent by overnight delivery service, or (d) upon receipt if delivered by commercial courier.

If to Seller:

The Conservation Fund
Attn: David Proper
P.O. Box 271

With Required Copies to:

Kilpatrick Stockton LLP
Attn: Jeffrey Benson
Suite 1400

Chapel Hill, NC 27514

4208 Six Forks Road
Raleigh, NC 27609
Jbenson@kilpatricktownsend.com
Fax: (919) 510-6124

If to Buyer:

Town of Clayton
Attention: Steve Biggs, Town Manager
P.O. Box 879
Clayton, NC 27528
sbiggs@townofclaytonnc.org
Fax: (919) 553-8919

With Required Copies to:

Parker Poe Adams & Bernstein LLP
Attn: Jeffrey Bandini
150 Fayetteville Street
Suite 1400
Raleigh, NC 27601
jeffbandini@parkerpoe.com
Fax: (919) 834-4564

5.2 Weekends / Holidays. If the last day for any act to be performed by either Party under this Agreement falls on a Saturday, Sunday, federal holiday, or holiday in the state where the Property is located, then the deadline for performance of such act shall be extended to and include the next following business day.

5.3 Brokerage Commission. Seller and Buyer each represents to the other it has not entered into any agreement whereby a real estate brokerage fee or commission is, or shall be, due or owing in connection with the transaction contemplated by this Agreement. Seller and Buyer each shall indemnify, defend, pay, reimburse and hold harmless the other from and against any and all losses and expenses, including reasonable attorneys' fees and costs of litigation, which such Party may suffer or incur by reason of any claim for a commission regarding the transaction contemplated by this Agreement.

5.4 Applicable Law. This Agreement shall be construed and interpreted in accordance with the laws of North Carolina, excepting only its conflict of laws principles.

5.5 Non-Waiver. No course of dealing between the Parties or any delay on the part of a Party to exercise any right it may have under this Agreement shall operate as a waiver of any of the rights under this Agreement or a waiver of any rights provided by law or equity. No waiver of any prior default shall operate as a waiver of any subsequent default. No express waiver shall affect any term or condition other than the one specified in such waiver, and such waiver shall apply only for the time and manner specifically stated therein.

5.6 Entire Agreement. This Agreement constitutes the entire agreement between Seller and Buyer with respect to the Property, and all prior or contemporaneous oral or written agreements or instruments are merged herein. No amendment to this Agreement shall be effective unless it is in writing and signed by both Buyer and Seller. Both Parties have participated in drafting and negotiating this Agreement, and no interpretive presumption shall be drawn against either Party by virtue of its role in drafting this Agreement.

5.7 Severability. If any provision of this Agreement is held to be invalid or unenforceable, then such provision will be fully severable from this Agreement, and the remaining provisions of this Agreement will remain in full force and effect and will not be affected thereby. In lieu of such invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as

similar in terms to such invalid or unenforceable provision as may be reasonably possible and valid and enforceable.

5.8 Counterparts. This instrument may be signed in multiple counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

5.9 Principles of Interpretation and Definitions. In this Agreement, unless the context requires otherwise: (a) the singular includes the plural, and the plural includes the singular; (b) the pronouns “it”, “its”, and “they” include the masculine and feminine; (c) references to statutes or regulations include all statutory and regulatory provisions consolidating, amending, or replacing the statute or regulation; (d) references to contracts and agreements shall be deemed to include all amendments thereto; (e) the words “include”, “includes”, and “including” are to be interpreted as if they were followed by either the phrase “without limitation” or “but not limited to”; (f) references to an “Article”, “Section”, “section”, or “paragraph” shall mean an article or section of this Agreement; (g) headings and titles of sections, paragraphs, and articles are for convenience only and shall not be construed to affect the meaning of this Agreement; (h) the word “shall” is mandatory; and (i) all exhibits, attachments, or documents attached to this Agreement or referred to in this Agreement are incorporated by reference into this Agreement as if fully set forth herein.

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be duly signed under seal on the day and year first above written.

BUYER:

SELLER:

TOWN OF CLAYTON,
a North Carolina municipality

THE CONSERVATION FUND,
a Maryland Non-Profit corporation

By: _____(SEAL)

By: _____(SEAL)

Print Name: _____

Print Name: _____

Title: _____

Title: _____

EXHIBIT A: Property Description

BEING all of that 67.137-acre tract of land as shown on that plat recorded in Plat Book 80, Page 89, Johnston County Registry, and being the same property described in that Deed recorded in Book 4466, Page 324, Johnston County Registry.

EXHIBIT B: Permitted Exceptions

1. Taxes and assessments for the year 2014 and subsequent years, not yet due and payable.
2. Easements, setback lines and any other matters shown on plat recorded in Plat Book 64, Pages 459 and 460; Plat Book 62, Pages 30 and 31; Plat Book 60, Pages 404 and 405; Plat Book 60, Pages 415 and 416, and Plat Book 80, Page 89, Johnston County Registry.
3. Easement for Rural Line Permit granted to Carolina Telephone and Telegraph Company recorded in Book 531, Page 21 and Book 546, Page 100, Johnston County Registry.
4. Easement(s) in favor of Carolina Power & Light Company as recorded in Book 458, Page 141; Book 805, Page 336; Book 850, Page 243; Book 1969, Page 266; and Book 1969, Page 267, Johnston County Registry; also possible easements in Book 502, Page 25 and Book 686, Page 6, Johnston County Registry.
5. Right of Way Agreement granted to State Highway Commission recorded in Book 581, Page 477, Johnston County Registry.

EXHIBIT C: Lien Affidavit Form

OWNER'S NO LIEN AFFIDAVIT

STATE OF NORTH CAROLINA

COUNTY OF _____

Before me, the undersigned authority, this day personally appeared _____ (“Affiant”), who being by me first duly sworn, deposes and says:

1. Affiant is the _____ of **THE CONSERVATION FUND**, a Maryland Non-Profit corporation (the “Owner”), and is authorized to make this Affidavit on its behalf.

2. The Owner is the owner of that certain real property located in Johnston County, North Carolina, and more particularly described as follows (the “Property”):

BEING all of that 67.137 acre tract of land as shown on that plat recorded in Plat Book 80, Page 89, Johnston County Registry, and more particularly described in that Deed recorded in Book 4466, Page 324, Johnston County Registry.

3. There have been no improvements, alterations or repairs made by Owner to the Property within the past one hundred and twenty (120) days for which the cost, or any part thereof, remains unpaid by Owner.

4. There are no parties in possession of the Property under any outstanding lease(s) or agreement(s), written or oral, recorded or unrecorded, entitling any other person or entity to possession of any part of the Property.

5. To the best of Affiant’s knowledge, there are no mechanics’, materialmen’s or laborers’ liens against the Property, or any part thereof, which liens would have been created or incurred by virtue of an obligation of the Owner, and no contractor, subcontractor, laborer, or materialman, engineer, land engineer, surveyor or any other party entitled to a lien has any lien or right to lien against the Property, or any part thereof, by virtue of any unpaid obligation created or incurred by the Owner, whether of record or otherwise.

6. This Affidavit may be relied upon by the purchaser in the purchase of the Property and by a title insurance company in the issuance of a title insurance policy or policies insuring title to the Property without exception to matters certified in this Affidavit. The provisions of this Affidavit shall survive the disbursement of funds and closing of this transaction and shall be binding upon Owner and anyone claiming by, through or under Owner.

[SIGNATURE ON FOLLOWING PAGE.]

Dated: _____, 2014

THE CONSERVATION FUND,
a Maryland Non-Profit corporation

By: _____ (SEAL)

Print Name: _____

Title: _____

SUBSCRIBED AND SWORN to me before this ____ day of _____, 2014.

Notary Public

My Commission Expires: _____

[NOTARY SEAL]

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

Agenda Item: 6f

Meeting Date: 8-4-14

TITLE: Urban Archery.

DESCRIPTION: First draft ordinance proposal for consideration and feedback. Need to discuss preferred process relative to public involvement and communication.

RELATED GOAL:

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
8-4-14	Review	Draft ordinance

Urban Archery- Preliminary Draft. (Ignore formatting issues.)

It shall be unlawful for any person to shoot any wild game or any squirrel, whether wild or tame, with a gun or firearm or to willfully poison any wild game or squirrel.

However, deer hunting by bow and arrow or crossbow ("collectively archery"), as defined by the state wildlife resources commission, is permitted on private property during the Eastern North Carolina deer archery season as established by the state wildlife resources commission. This Section creates an exception from the Town ordinance prohibiting the discharge of firearms within Town limits in Article _____, and violations of this Section shall subject the offender to penalties set forth in Article _____. Additionally, persons who violate this section shall immediately have their Town Hunting Permit revoked and will be ineligible to receive one for a period of three (3) years from the date of revocation.

(a) General

1. Oversight. Unless otherwise set forth in this Section, hunters must follow all federal, state and local laws, rules and ordinances regulating hunting.

2. Hunting License. Hunters must have in their possession a valid North Carolina hunting license (issued by the North Carolina Wildlife Resources Commission) and a Town Hunting Permit.

3. Town Hunting Permit Requirements.

Presentation of a valid photo I.D.

A copy of the prospective hunter's valid and current North Carolina hunting license.

Property information if the hunter intends to hunt on private property.

Owner permission if the prospective hunter doesn't own the private property.

Payment of a fee set by the Town fee schedule.

4. Securing the Harvest. Hunters will make every reasonable effort to track wounded deer for the purpose of completing the harvest and recovering the carcass. In the event that a wounded deer cannot be recovered or leaves the permitted hunting tract, the hunter immediately will notify the North Carolina Wildlife Resources Commission to seek the assistance of a Wildlife Officer or if a wildlife officer is not timely available the Town police may assist communication with adjoining property owners as necessary to track and recover the deer.

(b) Seasons

1. Fall Deer Season. Archery hunting may take place during the standard fall deer hunting season as prescribed by the North Carolina Wildlife Resources Commission on private property, subject to the provisions of this ordinance.

2. Urban Archery Season. Bow and arrow hunting may take place during Urban Archery Season, only when the Town has indicated its participation in Urban Archery Season for that particular year.

(c) Hunting Lands

1. Private property

Landowners may hunt on their own property, subject to this ordinance.

Persons may hunt on another's property only when possessing written permission from the property owner dated within the current calendar year.

(d) Access. If accessing a hunting area requires passing through other private land, a hunter must receive written permission dated within the current calendar year from that landowner to pass through the land into a designated hunting area.

(e) Safety. Permitted hunters must adhere to all of the following guidelines.

Elevation. Arrows must be fired from at least three yards (10 feet) above ground level and toward the interior of the hunting parcel.

Tract Size. Hunting is allowed only on a tract or parcel of land (or an aggregation of contiguous tracts or parcels) that is at least five (5) acres in size.

3. Buffer

Arrows may not be fired from, nor be propelled to within, 50 yards (150 feet) of any dwelling or road right-of-way except that the 50 yard (150 feet) provision shall not apply to the hunter's own dwelling unit.

Arrows may not be fired from, nor be propelled to within, 100 yards (300 feet) of any daycare, elementary or secondary school, church or Town park.

4. Hours. In accordance with established North Carolina Wildlife Commission Guidelines..

(f) Assumption of Risk

1. Notice is hereby given that the Town makes no warranties and assumes no liability for the actions of persons hunting with a Town Hunting Permit or persons allowing hunters to make use of their property for hunting or access. Nothing herein shall prevent the voluntary or contractual shifting of any risk of loss by and between the property owners and permitted hunters.

2. A person exercising privileges granted pursuant to this Section voluntarily assumes full responsibility for any risk of loss, property damage or personal injury, including death, caused or incurred by the hunter and shall indemnify and hold the Town harmless from any such claims.

3. A person exercising privileges granted pursuant to this Section to use property owned or controlled in whole or part by the Town is deemed to have released, waived, discharged and covenanted not to sue the Town for any loss, damage, or injury, including death, that may be sustained while participating in such activities, however caused on sustained.

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

Agenda Item: 8

Meeting Date: 08/04/14

TITLE: ADMINISTRATIVE

DESCRIPTION: Calendar of Events

- **Front Street Extension Opening Ceremony – Thursday, July 31, 2014 @ 4 PM near the Roundabout on Front Street**
- **Council Mtg – August 4, 2014 @ 6:30 PM**
- **National Night Out – Tuesday, August 5, 2014, from 5:30 PM to 8:30 PM at Town Square**
- **Council Mtg – August 18, 2014 @ 6:30 PM**
- **Board of Adjustment Mtg – Wednesday, August 20, 2014 @ 6:00 PM**
- **Town Square Concert Series – Mostly Crue – Thursday, August 21, 2014 from 6 PM to 9 PM at Town Square**
- **Planning Board Mtg – Monday, August 25, 2014 @ 6:00 PM**
- **Labor Day Holiday – Monday, September 1, 2014**
- **Council Mtg – *TUESDAY*, September 2, 2014 @ 6:30 PM**
- **Zaxby’s Movie Night – Saturday, September 13, 2014 from 6 PM to 10 PM at Town Square**
- **Council Mtg- Monday, September 15, 2014 @ 6:30 PM**
- **Clayton Harvest & Music Festival – September 17 – 21, 2014, Downtown Clayton**
- **Board of Adjustment Mtg –Wednesday, September 17, 2014 @ 6:00 PM**
- **Town Square Concert Series – Nantucket – Thursday, September 18, 2014 from 6 PM to 9 PM at Town Square**
- **Clayton Harvest & Music Festival: temporary closure of Main Street from O’Neil Street to Second Street for the vendors and car show – Saturday, September 20, 2014, 5:00 AM to 6:00 PM**
- **Planning Board Mtg – Monday, September 22, 2014 @ 6:00 PM**
- **Council Mtg – Monday, October 6, 2104 @ 6:30 PM**
- **NCLM Annual Conference – October 12-14, 2014; Greensboro, NC**
- **Board of Adjustment Mtg – Wednesday, October 15 2014 @ 6:00 PM**
- **Council Mtg – Monday, October 20, 2014 @ 6:30 PM**
- **Planning Board Mtg – Monday, October 27, 2014 @ 6:00 PM**
- **Fall Back: 2014 Daylight Saving Time ends – Sunday, November 2, 2014, at 2 AM**
- **Council Mtg – Monday, November 3, 2014 @ 6:30 PM**
- **Veteran’s Day Holiday – Tuesday, November 11, 2014**
- **Council Mtg – Monday, November 17, 2014 @ 6:30 PM**
- **Board of Adjustment Mtg – Wednesday, November 19, 2014 @ 6:00 PM**
- **Planning Board Mtg – Monday, November 24, 2014**

- Thanksgiving Day Holiday – Thursday, November 27, 2014 & Friday, November 28, 2014
- Council Mtg – Monday, December 1, 2014 @ 6:30 PM
- Council Mtg – Monday, December 15, 2014 @ 6:30 PM
- Board of Adjustment Mtg – Wednesday, December 17, 2104 @ 6:00 PM
- Christmas Holiday – Wednesday, December 24, 2014; Thursday, December 25, 2014; & Friday, December 26, 2014

Date:
08-04-14

Action:
N/A

Info. Provided:
Calendar of Events