

AGENDA
THE WORK SESSION MEETING OF THE CLAYTON TOWN COUNCIL

MONDAY, AUGUST 18, 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. **ACTION AGENDA**
 - a. Draft minutes from August 4, 2014.
4. **INTRODUCTIONS AND SPECIAL PRESENTATIONS**
 - a. Introduction of new Town of Clayton employee(s).
 - b. Special Events Committee Report
 - i. -Clayton Shindig & Squealin' on the Square.
 - ii. -Christmas Village and Tree Lighting.
 - iii. -Halloween Parade.
 - c. Proclamation designating September as Charcot Marie Tooth Disease awareness month.
5. **ITEMS SCHEDULED FOR THE REGULAR MEETING AGENDA**
 - a. Presentation of agreement between Johnston County and Town of Clayton for Fire Department Medical Responder.
 - b. Presentation of warranty acceptance and acceptance of dedications for South Tech Park, Tract 2 [Source Recycling].
 - c. Special Use SUP2014-,) : Presentation of application from RNC Entertainment for an Internet Sweepstakes operation.
 - d. Preliminary Subdivision PSD2014-12: Presentation of Riverwood Ranch Phase 2A.
6. **ITEMS CONTINGENT FOR THE REGULAR MEETING**
 - a) Budget amendment for Police Special Revenue Fund.
7. **ITEMS FOR DISCUSSION**
 - a) Discussion of request received regarding cemetery openings.
 - b) Discussion of proposed retail study and recruitment services contract.
 - c) Discussion of proposed ordinance amendment related to right-of-way encroachments.
 - d) Discussion of proposed ordinance amendment related to solid waste collection and disposal services.

8. **OLD BUSINESS**
 - a. **Wastewater Allocation Request- Stallings Mill Apartments (formerly The Promenade).**

9. **STAFF REPORTS**
 - a. **Town Manager**
 - b. **Town Attorney**
 - c. **Town Clerk**
 - **Calendar of Events**
 - e. **Other Staff**
 - **Planning Director: UDC Use Regulations.**

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

11. **ADJOURNMENT**

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

Agenda Item: 3a

Meeting Date: 8/18/14

TITLE: DRAFT MINUTES FROM AUGUST 4, 2014

DESCRIPTION: Minutes.

RELATED GOAL: Administrative

ITEM SUMMARY:

Date:

Action:

Info. Provided:

08-18-14

Approval.

DRAFT

TOWN OF CLAYTON, NORTH CAROLINA

**TRANSCRIPT OF THE PROCEEDINGS
TOWN COUNCIL AUGUST 4, 2014, SESSION**

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1 **MAYOR MCLEOD:** As the Mayor of the Town
2 of Clayton, I call this regular meeting of the
3 Clayton Town Council to order. I ask you to stand
4 for the Pledge of Allegiance and remain standing
5 for the invocation.
6 (Pledge of Allegiance recited.)
7 Let us pray. Most gracious and Heavenly
8 Father, we stop to say "thank you" for the many
9 blessings you've given to us today. And we ask,
10 Lord, now, that you be with us as we proceed with
11 the business for the Town of Clayton. For it's in
12 your great name we pray, amen.
13 Are there any adjustments to the agenda?
14 **MR. BIGGS:** I have none that I need to
15 make.
16 **MAYOR MCLEOD:** All right. Next up is the
17 consent agenda.
18 **MR. HOLDER:** Move to approve.
19 **MR. LAWTER:** Second.
20 **MAYOR MCLEOD:** I have a motion and a
21 second, a motion by Councilman Holder and a second
22 by Councilman Lawter for approval of the consent
23 agenda. Is there any discussion? All in favor of
24 the motion, say "aye."
25 (Voice vote.)

1 **MAYOR MCLEOD:** Opposed, like sign?
2 The motion carries. Next up is a
3 recognition for receipt of Blue Cross/Blue Shield
4 Garden Grant. Good evening.
5 **MS. WELLS:** Good evening, Mr. Mayor and
6 members of the Council. My name's Michelle Wells.
7 I'm the Director of North Carolina Recreation and
8 Parks Association. It's a pleasure to be here
9 before you tonight. The North Carolina Recreation
10 and Parks Association is a non-profit organization.
11 We're dedicated to the advancement of education
12 about parks and recreation in our state. And I'm

13 here tonight to applaud you and your support of the
14 Clayton Parks and Recreation Department in your
15 facilities, in your programs, and your staff, for
16 the wonderful job that they have done.
17 Earlier this year, our organization, in
18 conjunction with the Blue Cross/Blue Shield of
19 North Carolina Foundation, offered a grant program
20 to encourage local parks and recreation departments
21 to participate in healthy eating. And this
22 opportunity was for them to purchase equipment to
23 help them achieve that goal.
24 So in case you're not familiar, the Town
25 of Clayton Parks and Recreation Department applied

1 for one of these grants to build a greenhouse at
2 the community center. It would be in conjunction
3 to work with the community gardens that they had
4 established [inaudible] in 2011 through University
5 of North Carolina Garden Program.
6 There were 16 of these grants supported,
7 and we're very pleased that Clayton has been one of
8 those. The garden is a complement -- the
9 greenhouse is a complement to their garden. It
10 allows them to do education year-round, not just
11 during the months when they can be outside in the
12 garden, but it really does become an outdoor
13 classroom for them to educate the citizens of your
14 community, and also the children who participate in
15 their after-school programs, and also the summer
16 camp program.
17 One of the things that I have noticed in
18 their application is the great partnerships that
19 they've been able to establish and enhance within
20 their community. They're working with Cooperative
21 Extension. They're working with National Gardeners
22 Program. They're working with the high school,
23 [inaudible] and private education programs. They
24 are working with the health department.
25 And in case you didn't know, all the

1 produce grown at the garden goes to the Clayton
2 area -- the Clayton Area Ministries, and they are
3 currently feeding, I think it's about two hundred
4 families in need of produce grown right there at

5 the garden.
6 So we are very proud of the involvement
7 of the Town of Clayton and the Parks and Recreation
8 Department in setting an example for other parks
9 and recreation departments in the state to help out
10 and engage citizens in healthy activities, be that
11 physical activity and eating.
12 And so, we just wanted to come here
13 tonight and say thank you very much for supporting
14 the Parks and Recreation Department in their grant
15 in the development of this program.
16 **MAYOR MCLEOD:** Thank you so much.
17 Next on the agenda is a public hearing
18 for initial rezoning for property annexed into the
19 Town of Clayton on July 7th, 2014. And --
20 **MR. DEYOUNG:** I'm David DeYoung with the
21 planning department. This is the initial zoning of
22 the property we annexed on July 7, 2014, known as
23 the Gordon tract. It's 31.76 acres, and we're
24 establishing the initial zoning [inaudible]
25 consistent with the [inaudible].

1 **MAYOR MCLEOD:** This has been noted as a
2 public hearing. I'll now open the public hearing,
3 and anyone who wishes to speak on this matter,
4 please step forward and state your name for the
5 clerk -- or the PI.

6 **MR. BARNES:** Good evening. [inaudible]
7 members of the Council. My name is Jonathan
8 Barnes. I'm employed at Dalton Engineering &
9 Associates. The office is located on 446 East Main
10 Street in Clayton. I've been assisting the
11 [inaudible] of the project [inaudible] petition.
12 And I will be more than happy to answer any
13 questions you have.

14 **MAYOR MCLEOD:** Okay. Anyone else?
15 All right. If not, I'll close the public hearing
16 and turn it over to Council for question or
17 discussion.

18 Mr. Thompson?

19 **MR. THOMPSON:** Mr. Mayor, I make a motion
20 to approve the zoning request as [inaudible].

21 **MR. HOLDER:** Second.

22 **MAYOR MCLEOD:** We have the motion by Mr.
23 Thompson and a second by Mr. Holder for approval.

24 Is there any other discussion? All in favor of the
25 motion, say aye.

1 (Voice vote.)

2 MAYOR MCLEOD: Opposed, like sign? The
3 motion carries.

4 Mr. Grannis?

5 MR. GRANNIS: Mr. Mayor, I make a motion
6 for the -- to approve the consistency and
7 reasonableness statement for RZ-2014-84. The Town
8 Council of the Town of Clayton [inaudible] that RZ-
9 2014-84 is consistent with the Town of Clayton's
10 strategic growth plan, and based upon information
11 presented at the public hearing and by the
12 applicant, and based upon the recommendations and
13 detailed information developed by the staff and the
14 planning board contained in the staff report, and
15 considering the criteria of Section 155.704J of the
16 Unified Development Code of the Town of Clayton,
17 RZ-2014-84 is reasonable and in the public
18 interest.

19 MR. HOLDER: Second.

20 MAYOR MCLEOD: We have a motion by Mayor
21 Pro-Tem Grannis and a second by Councilman Holder.
22 Is there any other discussion? All in favor of
23 that motion, say aye.

24 (Voice vote.)

25 MAYOR MCLEOD: Opposed, like sign? And

1 the motion carries.

2 Next up, under old business, is the
3 Facade Grant Program.

4 MR. NAEGELEN: Good evening. Bruce
5 Naegelen, Downtown Development Coordinator. And
6 here, in response to our last meeting -- again --
7 asking, you know, again, to increase the request
8 for reimbursement to the facade grant program based
9 on the success of the program at the end of the
10 last fiscal year.
11 Staff is requesting an increase in the
12 reimbursement percentage from 50 percent to 75
13 percent, projects to be [inaudible]. Maximum
14 project expenditure will remain at \$5,000 per
15 project. And scoring criteria is being

16 established; staff is researching other eastern
17 communities for scoring criteria. And the purpose
18 would be to ensure that the projects bring the most
19 additional improvement and impact to downtown.
20 As you can see, these are the programs
21 that were -- projects that were funded this past
22 fiscal year -- that we funded. The first two
23 projects, Spencer's Realty [inaudible], were
24 already in the system [inaudible] earlier in the
25 spring, later in the spring last fiscal year. But

1 that was about where we ended.
2 The first one of the projects that was
3 really in violation of the code -- a code violation
4 was [inaudible] for that, so we're going to fix
5 that one up. And then the other one was a new
6 business and brought a lot of new things to
7 downtown, [inaudible] as well as commercial
8 business. The others came in after the request and
9 after Council approved the increase at 75 percent.
10 And it's a good -- it's a good benefit.
11 Most of those projects that are being
12 completed and certainly are in process, all the
13 grant funds were expended by the end of the fiscal
14 year. Fortunately or unfortunately, whichever the
15 case may be, there were several other projects that
16 came in, brought applications in at that same time,
17 that could not be funded under the last fiscal
18 year. And so that's the reason for the request
19 this time around, is to fund them now there at 75
20 percent, that were hoping to come in last year.
21 Let's see. So, \$15,000 is currently
22 allocated for this current fiscal year. As I
23 mentioned, several projects were submitted last
24 fiscal year, but the funding was exhausted. And
25 with the increase of three additional projects that

1 are in the queue as such.
2 And one of the things that you can really
3 see a difference already with the projects that
4 were funded this past fiscal year, Spencer's Realty
5 has a new sign and a repaired awning and all that.
6 Country Folks Creamery was painted, that building
7 was painted, and it has a new sign, [inaudible]

8 hardwood. It's a lit sign, which is good. Also,
9 Clayton Paint Plus, Main Street, one of their
10 projects. We wanted to just brighten that whole
11 place up, and you can see the whole building had to
12 be [inaudible] and repainted and all, and new
13 signage. And a man who's [inaudible] the building
14 next door are in the process of being -- it was
15 painted a week or so ago, waiting for awnings and
16 sign brackets and all that.
17 So, the additional 25 percent of keeping
18 momentum going here and have time for those other
19 projects, several of them definitely need it for
20 that. Again, the difference would be, as you go
21 along, the maximum grant will continue to be \$5,000
22 on these.
23 MAYOR MCLEOD: Mr. Satterfield?
24 MR. SATTERFIELD: Bruce, if you could, go
25 back to the first slide.

1 MR. NAEGELEN: Uh-huh.
2 MR. SATTERFIELD: There you go.
3 MR. NAEGELEN: Go to that one?
4 MR. SATTERFIELD: That one right there.
5 That's right. Did Clayton Paint and Wallpaper --
6 currently have an awning, and then put a new canvas
7 on top of it?
8 MR. NAEGELEN: No. They replaced an
9 awning.
10 MR. SATTERFIELD: They put a new awning
11 up --
12 MR. NAEGELEN: Yes.
13 MR. SATTERFIELD: -- where there wasn't
14 one before?
15 MR. NAEGELEN: There was one,
16 [inaudible].
17 MR. SATTERFIELD: All right. The reason
18 I was asking, that one seemed to be very high. Do
19 y'all have any process of going over the bids to
20 make sure they're not jacked up, so they can get
21 75 -- y'all do have that? Okay. Motion to
22 approve.
23 MR. GRANNIS: Second.
24 MAYOR MCLEOD: We have a motion by Mr.
25 Satterfield and a second by Mayor Pro-Tem Grannis

1 to approve the request as presented this evening.
2 Is there any further discussion? All in favor of
3 that, say aye.
4 (Voice vote.)
5 MAYOR MCLEOD: Opposed, like sign? And
6 the motion carries. Thank you, Mr. Naegelen.
7 Next on the agenda is an update on the
8 brownfields agreement for the DuPont property.
9 MR. BIGGS: Mr. Mayor and members of the
10 Council, you [inaudible] of past discussions, we're
11 working with the Department of Environment and
12 Natural Resources Brownfields Program to have a
13 brownfields agreement to protect this for
14 acquisition of the property. The brown property is
15 located adjacent to our river park near the
16 intersection of Covered Bridge Road and Loop Road.
17 Brownfields agreement in its pre-final-
18 draft form is included in your agenda packet. The
19 reason that I have included a pre-final-draft form
20 is, just this morning, we submitted to the Town
21 Attorney a proposed final version, and the only
22 changes between that version and what you have in
23 your agenda packet are really administrative
24 details. All the substantive issues have been
25 worked out in the brownfields agreement by the

1 brownfields staff.
2 And before I sent to them a proposed
3 final agreement, so before they received something
4 that we were calling "final," I wanted the Council
5 to get a couple weeks to review it and offer any
6 feedback on anything that you have questions or
7 concerns about.
8 So, our goal is, probably the first of
9 next week or so, we submit it, and then we'd
10 receive it back in turn from them at the end of
11 this week or the first of next week, and then you'd
12 have [inaudible]. But my goal is that before we
13 send something to the brownfields staff saying, 'We
14 feel that this is a final wording,' I wanted to put
15 it in front of this council in advance. So, if you
16 have any questions or any concerns about anything
17 included in the agenda, you can see me and we will
18 go forward and address that.

19 MAYOR MCLEOD: All right.
20 MR. BIGGS: Again, once we have the final
21 from brownfields staff, we have the final version,
22 and we would enter at that point and have 30 days
23 of public comment period.
24 MAYOR MCLEOD: All right. Any questions
25 or comments for Steve?

1 All right. Thank you for the update.
2 Next up on the agenda is a report on Recreation
3 Grant opportunities.
4 MR. BAILEY: Mr. Mayor and Council, as
5 you know, I came to your last meeting to inform you
6 about the pending recreation open space grant funds
7 that are available and we did apply for. And you
8 asked me to put together some information related
9 to [inaudible].
10 What I included here tonight in the
11 [inaudible] case that you have is basically the
12 County's disbursement policy that they have. So
13 basically, [inaudible] it shows you how they are
14 distributing, the procedures, of funds, and then it
15 gives you an example of the dollar amounts.
16 On the second page, what I went through
17 was a couple of projects that were mentioned last
18 time with some details in there. I have some
19 details with the Pickleball courts that were
20 mentioned last time. I don't have a lot of
21 specific information on the expansion of the
22 parking area at Sam's Branch, but I did include
23 some of the information there.
24 And the reason we hadn't taken it yet,
25 some very detailed work there. I talked to David

1 and to Tim whether we're going to be -- the last
2 page that you see there is the acreage that we work
3 out with the developer over five years that we have
4 their interest waived.
5 One of the things that has got to occur
6 there as they start developing these projects is
7 that the entry road down to the trailer and parking
8 has got it coming off O'Neil as it does now, it's
9 going to be coming off, there's a subdivision. So,
10 they're getting ready to start working that

11 project, and once they do, it probably won't be
12 until that time that we determine where the
13 [inaudible] is going to be, how long it's going to
14 be, and then as it goes into [inaudible].
15 [Inaudible] that we got right now, if
16 you're just following the trail down to that open
17 field, that's basically the riding track
18 [inaudible].
19 So, we're going to -- we know we've got
20 to make some changes out there [inaudible]. And
21 with this fund, we could take -- with the 18,000
22 that is available, we could kind of look at that
23 and see just how much we could get, [inaudible].
24 The other information that I've had here
25 related to the pickleball court, as I have

1 mentioned before. Just to give you an idea of what
2 the expense and the cost that's involved in that.
3 We can put it in for a USTA grant to resurface the
4 [inaudible] in this year's budget. And one of the
5 things that we've gotten a price on would be if we
6 [inaudible] three pickleball courts onto the
7 existing tennis courts, which would give us three
8 outdoor courts.
9 What we plan to do right now is we're
10 doing a program called Quick Start with the USTA,
11 and that's where we do the little kids; it's an
12 introductory to tennis. And that court is a
13 modified court, so we are already planning to put
14 three of those courts with quick start lines, and
15 then we could take the other three and put
16 pickleball courts, court lines, that we'd give our
17 players somewhere to go outside in addition to
18 that.
19 Most of the pickleball is played in the
20 mornings, so there wouldn't be as much competition.
21 You obviously create some competition there when
22 you put two kinds of courts into one. But we think
23 the time of day, most of our tennis leagues are in
24 the evening. Most of the pickleball players play
25 on Tuesday nights. So the one thing that would

1 be -- but you can see there, there it's just about
2 \$300 a court to put them together. [Inaudible]

3 And then we did go ahead and get from one
4 of our vendors that does this kind of construction,
5 just to give you an idea of what new courts cost,
6 that's starting from scratch, so that's basically
7 taking the site, the site and doing it at East
8 Clayton there where we have that little plateau.
9 The courts could fit in there, and we could get at
10 least four to six courts in there, which is what we
11 believe determines, but you're talking about
12 everything from site prep, past all fencing,
13 basically the same as tennis court construction,
14 just on a smaller scale.
15 So, looking at, you see there, the
16 explanation on that is 58- to \$70,000. Since we do
17 not have that as part of the request, I think that
18 should be maybe a long-term goal, to look towards
19 doing that and [inaudible].
20 The other than we came back on, we got
21 information on there that other use of the property
22 out on the river there, there's the DuPont property
23 we just discussed, the acquisition of that. We can
24 apply for funds, for additional funds to help
25 support the purchase of that. And as you see

1 there, that property is going to be in the 600,000
2 range, and the idea there is we'd apply for at
3 least 10 percent, or \$60,000 for the money that is
4 appropriated for the Harnett high school district.
5 And I did talk to the Planning Department
6 down there, to David. They're going to be
7 overseeing part of this grant process and gets
8 those numbers, so that's why I put in the two
9 applications.
10 So, what we've got are two different
11 properties. We're going to go ahead and do both of
12 those, if that's what your pleasure is. But I just
13 needed your opinions on what to do with the funds
14 that have -- for the 18,000. The reason I said 18
15 there and 17 on the others, when Barry talked to me
16 today, he said they have got another \$1600 coming
17 in to put into the pot. The original 17,1 was from
18 March 26th. So, that's the reason why we have a
19 gap [inaudible].
20 MAYOR MCLEOD: Mr. Satterfield?
21 MR. SATTERFIELD: Larry, I had a meeting

22 with [inaudible] last week and were unable to get
23 together, so maybe you could explain something to
24 me. How were the school districts divided up to
25 where we're at the very end of it?

1 MR. BAILEY: Well, the way it was
2 explained to me was that the formula they used,
3 when they went to the legislature, they had to get
4 special permission from the legislature to use this
5 land for projects. They said that the departmental
6 requirements [inaudible] was to put the money back
7 into the areas where they received the funds from
8 it. So, in other words, these areas were
9 [inaudible] areas that already -- we already have a
10 [inaudible] in the program that [inaudible] our
11 jurisdiction's going into. These funds that we got
12 in there now for selected projects that were needed
13 were outside that time period. But that's the
14 reason that you see large amounts, particularly in
15 the [inaudible] area.

16 MR. SATTERFIELD: But these funds were
17 gained in that area which these came from? So, the
18 money was --

19 MR. BAILEY: Correct. They signed to use
20 the high school district as the [inaudible] since
21 they already determined. Now, how they determine
22 that, I don't know. That would be another question
23 you would want to ask them, but that's what they
24 decided to do the appropriation on, is based on
25 those high school districts and the communities or

1 the entities or the associations or whatever was
2 falling within that district.

3 MR. BIGGS: But in simple terms, Mr.
4 Bailey, the money's collected from one of those
5 districts, and would be coming from those
6 districts. The reason they don't [inaudible] is
7 because most of the [inaudible] occurs in the area
8 of Clayton, if anything, but you said that those
9 areas are unincorporated, and [inaudible].

10 MR. SATTERFIELD: I don't like it, but I
11 understand it.

12 MAYOR MCLEOD: Mr. Holder?

13 MR. HOLDER: Larry, [inaudible].
14 MR. BAILEY: Well, we went and applied
15 for the funds. So, I would just like a direction
16 on how you would like for us to apply for the
17 funds.
18 MR. HOLDER: If you get the 60,000,
19 [inaudible] If you get the 60,000 towards the
20 brownfields purpose, wouldn't it make 60,000
21 [inaudible] that we were going to use for that for
22 pickleball courts?
23 MR. SATTERFIELD: Oh. Good question.
24 MR. BIGGS: In order to purchase the
25 DuPont property and fully fund it, [inaudible]. So

1 the full \$600,000 is [inaudible].

2 MR. HOLDER: Yes, I know that.

3 MR. BIGGS: So, if we had savings, it
4 would be at the discretion of this council.

5 MR. HOLDER: So, my point is, if we get
6 the 60,000, all we have to do is add 10 and we
7 would be able to afford the pickleball courts that
8 he's talking about. I think we need to go ahead
9 and shadow line the existing courts. And my
10 question there is, would it be in use then for the
11 Senior Games?

12 MR. BAILEY: Yes, for this year. We're
13 probably -- because it's a lot to get down the
14 road. Currently, we don't know how many people are
15 going to be participating in the Senior Games next
16 year, but we are all prepared to put those indoor
17 on the indoor courts. We would like to be able to
18 do them outside, but that's going to be a weather-
19 driven event. But yes, we could -- we could play
20 them out there if we needed to, yes, that's
21 correct. If we get those lines down, we can use
22 them [inaudible].

23 MR. HOLDER: I say let's go through it
24 [inaudible].

25 MAYOR MCLEOD: I agree, but I would just

1 like to suggest that maybe if there is a windfall,
2 if there is a sizeable grant that the Town is able
3 to receive, that we get a list of items that we
4 might can invest that extra money in. Not that I'm

5 against pickleball, but I would also like to know
6 what else has been put on the back burner due to
7 funding. I want to have a broad look at everything
8 before we decide to tackle what we should just
9 do --

10 MR. HOLDER: The next time these
11 residents come after me about pickleball, I'm going
12 to send them to you.

13 MAYOR MCLEOD: You tell them to come see
14 the Mayor. Mr. Grannis?

15 MR. GRANNIS: Larry, as I understand it,
16 the money that we could get from the [inaudible]
17 request -- or grant request, we don't have to use
18 that in that general area. We can use it anywhere.
19 Is that correct?

20 MR. BAILEY: No, it has to be within that
21 high school district and this particular project
22 falls within the high school district, which I
23 think probably stops there, somewhere [inaudible].

24 MR. GRANNIS: So, then the reality is
25 that 60,000 could not be used for pickleball courts

1 at East Clayton community. Is that something we
2 would have to do a determination on?

3 MR. BAILEY: You would still have to use
4 it as -- you would have to use it for that and then
5 free up funds. You couldn't be using that.

6 MR. GRANNIS: Just as long as it was
7 dedicated. You couldn't utilize it somewhere else,
8 but it's --

9 MR. BAILEY: -- [inaudible] push back
10 that property, and then if there was 60,000 made
11 available because of that and any other, then it
12 would just have to be -- you know, we wouldn't be
13 taking the grant money to do it.

14 MR. GRANNIS: Okay.

15 MR. BAILEY: Well, what we can do -- we
16 can do the 900. What I was going to do was see if
17 the other recommendation would be a move toward the
18 expansion [inaudible] for the other Town of Clayton
19 [inaudible]. We would do those two things for that
20 small grant and we'll apply for the larger grant.
21 One thing he couldn't tell me today is,
22 you kept telling me that the money is left over,
23 they plan on carrying it over for projects next

24 year. I tried to assure him I didn't think that
25 was going to be a problem in Clayton for money left

1 over. In this year's, I'm concerned already about
2 the possibility of running out, and the same thing
3 [inaudible]. I guess [inaudible] decision, and
4 then we can come back to you and let you know where
5 that stands, and then we will go from there as far
6 as future projects or applications.

7 But for right now, I'll get the grant
8 turned in. I just wanted the okay to do the
9 expansion of the trail head. We will shadow line
10 the courts out there, so we can get the courts and
11 then apply for the funds.

12 MR. GRANNIS: I say go for it.

13 MR. SATTERFIELD: I say go for it.

14 MAYOR MCLEOD: So, we're basically
15 looking at two grant applications?

16 MR. BAILEY: Correct.

17 MAYOR MCLEOD: Yes, I'm in favor of that.
18 Is that consent?

19 MR. HOLDER: Second.

20 MAYOR MCLEOD: We need a motion.

21 MR. BAILEY: We'll have the grants in
22 front of you before your next meeting on the 15th.

23 MAYOR MCLEOD: Okay. Mr. Lawter?

24 MR. LAWTER: I make the motion that we
25 apply for the \$18,000 available for the Clayton

1 High district from the Johnston County open space
2 fund grant to look through the expansion of the
3 Sam's Branch trail head parking lot, and also
4 reapply for the -- for \$60,000 for the Corinth
5 Holders High School district for the purchase of
6 the DuPont property.

7 MAYOR MCLEOD: We have a motion and a
8 second by Mr. Holder. Is there any discussion?

9 All in favor of the motion, say aye.

10 (Voice vote.)

11 MAYOR MCLEOD: Opposed, like sign? The
12 motion carries. Thank you, Larry.

13 Next up is the bid results for the Red
14 and White building demolition.

15 MR. BIGGS: Mr. Mayor and members of the

16 Council, this project can be moved through a formal
17 bid process and opened to bids this past week. And
18 [inaudible] the results of that bid. We had eight
19 firms [inaudible]. We've noticed the spread on the
20 bids is wide, but we have what appears to be a
21 qualified local bid, [inaudible] Solutions. This
22 is a very attractive bid number. Just for the
23 verification purposes, the bid specifications did
24 include both asbestos removal and general
25 demolition, and we would hate to see this bid get

1 away from us.

2 We do have, as you know, a condemnation
3 order that is pending on this property, but we also
4 have the [inaudible] the owners, and we've made up
5 some of these [inaudible] closed session to consult
6 with our attorney about what our options are in
7 moving forward this evening [inaudible].
8 What I would ask of you is that you
9 authorize the manager to award the bid subject to
10 [inaudible] with the town attorney. And while the
11 town attorney can go through the legal process, if
12 you have a legal process, if we get through that
13 legal process, if you're amenable to [inaudible]'s
14 bid, then you're in a position to do that. If you
15 don't do that, then once we get through the legal
16 process and we lose time, and I come back to you to
17 seek authorization to award the bid, and I don't
18 know how long these contractors will stand on those
19 numbers.

20 MR. SATTERFIELD: And when were you --
21 I'm sorry.

22 MAYOR MCLEOD: Mr. Satterfield?

23 MR. SATTERFIELD: When were you looking
24 to go into closed session? Tonight?

25 MR. BIGGS: I guess closed session would

1 be only done this evening for the purpose of
2 consulting with our attorney, and having attorney-
3 client privilege.

4 MR. SATTERFIELD: Then I would suggest we
5 make that motion when we come back from closed
6 session.

7 MAYOR MCLEOD: I'm good with that. All

8 right. Moving right along, the next item is the
9 contract approval for the Little Creek Church Road
10 property.
11 MR. BIGGS: We have included in your
12 agenda packet an agreement for purchase and sale of
13 the property. This is the property that was
14 purchased on the Conservation Fund. It is located
15 southeast of town on Little Creek Church Road. The
16 Conservation Fund has a program where they work on
17 behalf of urban areas to secure properties that are
18 available for open space and park development. And
19 so, they have acquired this property on our behalf.
20 Purchase price for this property is
21 included as an appropriation in the current year
22 budget. The property has been purchased by the
23 Conservation Fund [inaudible], and they are holding
24 it on our behalf until we can close on the
25 property. It's our desire to close on the property

1 this month.

2 MAYOR MCLEOD: All right. Any questions
3 or comments? Mr. Lawter?

4 MR. LAWTER: I had a quick question,
5 Steve, just very quick. Was there a requirement
6 for us to do a Phase 1 just in case there's
7 something out there doing it?

8 MR. BIGGS: I believe we have, yes. It
9 was completed and in fact, when [inaudible], they
10 didn't even find any signs of [inaudible].

11 MAYOR MCLEOD: Very good. All right.
12 Thank you. Next up on the agenda is the --

13 MR. HOLDER: Whoa, we need to --

14 MAYOR MCLEOD: Oh, we need a -- motion.

15 MR. HOLDER: I make a motion to approve
16 the contract.

17 MR. LAWTER: Second.

18 MAYOR MCLEOD: We have a motion and a
19 second for approval of the contract. Is there any
20 discussion?

21 MR. GRANNIS: Yes.

22 MAYOR MCLEOD: Mr. Grannis?

23 MR. GRANNIS: Just for clarification
24 purposes for the record with the approval of the
25 contract -- I'm sorry, the contract that we're

1 approving is specifically for Little Creek Church
2 Road property?
3 MR. BIGGS: Yes, sir, it's for the --
4 MR. GRANNIS: That's for the record.
5 MAYOR MCLEOD: And all in favor of the
6 motion, say aye.
7 (Voice vote.)
8 MAYOR MCLEOD: Opposed, like sign?
9 Motion carries.
10 Next up is the urban archery preliminary
11 draft ordinance for discussion.
12 MR. BIGGS: Mr. Mayor, based on the
13 presentation that the Council received, we have put
14 together just a very rough topical outline of
15 elements that we would expect to include in a local
16 ordinance. Those topics include such things as
17 setbacks from property lines and dwellings. The
18 requirement that urban archers receive a Town-
19 issued permit that identifies them as being
20 authorized, and what properties they are authorized
21 to hunt on, and a minimum area [inaudible].
22 What our particular interest in and
23 desire from the board is, one, your concurrence
24 that this has the kind of content that you were
25 expecting to see based on presentations to date.

1 But more important would be the desire to receive
2 some input on public participation. We wanted to
3 make sure that the public was more informed that
4 this is [inaudible] that we are undertaking. It
5 was my request to be received. We don't want
6 anyone to be surprised to see archer activity
7 within the town and be unaware of the ordinance,
8 because we wouldn't want [inaudible] or cause
9 distress.

10 MAYOR MCLEOD: Mr. Satterfield?

11 MR. SATTERFIELD: You're a hunter. Do
12 you have to have a hunting license to hunt on your
13 own property?

14 MR. BIGGS: Yes. To hunt in North
15 Carolina, you have to possess a valid North
16 Carolina hunting license.

17 MR. SATTERFIELD: On your own property?

18 MR. BIGGS: Yes. The theory behind it is

19 that if you own a property with wildlife on it.
20 So, in order to be able to hunt wildlife, you have
21 to have [inaudible].
22 MR. SATTERFIELD: Okay.
23 MAYOR MCLEOD: Mr. Grannis?
24 MR. GRANNIS: I'm in full agreement with
25 you, with respect to being able to have the public

1 become as involved as possible with this, so they
2 are aware. I, personally, don't really have an
3 issue with what we're considering here. But what
4 does concern me is that there will be a member of
5 the public that may come forward, being totally
6 unaware of this. And I think everything that we
7 can do to make the public aware that this is under
8 consideration, the better off we're going to be.

9 MAYOR MCLEOD: Mr. Lawter?

10 MR. LAWTER: Steve, I did have one
11 question. You mentioned the tract sizing here of
12 five acres. Is there any other ordinance that
13 would consider some minimum dimension? I know that
14 five acres will come up to a lot of shapes. Is
15 there some minimum dimension that -- from a weird-
16 shaped lot that we wouldn't allow?

17 MR. BIGGS: Yeah. I referenced
18 ordinances in the City of Durham and the Town of
19 Wake Forest, both of which have five acres. Five
20 acres could be an assemblage of multiple lots, but
21 I didn't see any kind of unusual requirements,
22 other than a requirement that any archery activity
23 be oriented from the outside of the lot towards the
24 inside of the lot. So, I mean, that doesn't have
25 anything to do with the dimensions of the lot

1 itself. I figure that's customary, when you have
2 oddly-shaped tracts that may be little, narrow
3 ones.

4 MR. LAWTER: The other thing I would ask
5 is that at some point in the process, if you get
6 the GIS folks just to show us how many properties,
7 we don't need to have assemblages, but the ones
8 that by themselves stand five acres around
9 [inaudible].

10 MR. BIGGS: Yeah, I think that if someone

11 does not fit the [inaudible] future phases of
12 annexed subdivisions. But if you look at the town
13 and its layout and the existence of five-acre
14 tracts, particularly five-acre open meadow tracts,
15 you're not allowing it there.
16 MR. LAWTER: Yeah. That's would help
17 with the public education part so that everybody's
18 not [inaudible] lower than my backyard. That's it.
19 MAYOR MCLEOD: Okay. Anyone else? All
20 right. If not, we'll move right along with the
21 staff reports, beginning with the manager.
22 MR. BIGGS: Just two items. One is
23 the -- I've actually given [inaudible] to Council
24 members to come forward and express if they feel
25 like a 25 mile per hour speed limit on the new

1 extension of Front Street is too slow. My
2 observation, I find that I can run about 40 very
3 comfortably, and certainly, I don't want to put
4 people in a speed trap situation where people are,
5 for instance, based on the perception of safety
6 issues, are exceeding the speed limit by as much as
7 15 miles per hour. So, I just wanted to put before
8 the Council to see if anybody feels that 25 miles
9 per hour is the correct designation, or should it
10 be increased appropriately.

11 MR. GRANNIS: I'm in favor of 35.

12 MR. HOLDER: Same here.

13 MAYOR MCLEOD: So, Mr. Thomp -- Mr.
14 Grannis.

15 MR. THOMPSON: I'll make the motion to
16 make the speed limit 35 miles per hour [inaudible].

17 MR. GRANNIS: Second.

18 MAYOR MCLEOD: All right. We have a
19 motion by Mr. Thompson and a second by Mr. Grannis.
20 Is there any other discussion? All in favor of the
21 motion, say aye.

22 (Voice vote.)

23 MAYOR MCLEOD: Opposed, like sign?
24 Motion carries.

25 MR. BIGGS: Just to let you know that the

1 next four days, I will not be in the office because
2 we will be [inaudible].

3 MAYOR MCLEOD: Thank you, sir. Town
4 Attorney?
5 TOWN ATTORNEY: No. Nothing.

Any other

9 staff? All right. If not, then I'll open the
10 floor for informal discussion and public comment.
11 Anyone who wishes to speak, please come forward and
12 state your name for the clerk.
13 MS. LIGHT: Ladies and gentlemen, I'm
14 speaking for you. I have -- I have three or four
15 items that I would like to discuss quickly.
16 MAYOR MCLEOD: So, state your name for
17 the record.
18 MS. LIGHT: Oh, I'm sorry. I'm Bonnie
19 Light from the Eye of the Eagle Art Center on 1st
20 Street. And what I want to talk about is that --
21 is [inaudible] here?
22 UNIDENTIFIED: She couldn't make it.
23 MS. LIGHT: Okay. But it was two or
24 three items I want to talk about. One is, I tried
25 to find an ordinance online for loitering for the

1 Town of Clayton. I couldn't find it. Is there
2 such a thing? Number 2 is, we're working on this
3 walk around Clayton on Monday night, with Bruce's
4 approval. And what I'm doing is we're trying to
5 get people come down and walk around Clayton. And
6 for now, we're concentrating on Thursday nights and
7 Saturdays, because I think we should -- businesses
8 shouldn't be open [inaudible].
9 So, my concern here is for safety. And
10 what I wanted from the chief was to know if there
11 would be more patrols on Thursday nights and
12 Saturdays in that area we're talking about. And
13 then, we all know what this is stemming from; it's
14 stemming from the stabbing.
15 I don't usually let things get to me, but
16 when I saw that, it was just sickening. And why it
17 sickened me, for one reason, is [inaudible] death.
18 But I was thinking about my students that I had.

19 My students every night had a class that I just got
20 there. When it gets dark, these students have to
21 go out in the dark to their cars, and et cetera.
22 So, I'm concerned about that.
23 But the other idea that I had was that in
24 that area, if that's where it's all going on, I
25 mean, I don't have to tell you that. They're doing

1 the drug deals. They're drinking out of their
2 brown paper bags. It's all alarming. Meanwhile,
3 so I [inaudible]. Well, what I would like to see
4 done is, again, have more patrols in that area,
5 especially on Thursdays and Saturdays. And to see
6 if we could come up with a satellite.
7 I went over to the police in Winter Park,
8 Florida. We had satellite stations all around
9 Winter Park where the police could stop, get a cup
10 of coffee and do paperwork. And if we can set up
11 something like that in that area, that that might
12 help. The way it's going, I just can't see me
13 staying here for much longer and anybody else
14 coming. So, these things that really -- I'm not
15 presenting it very well, but these are things that
16 have been really [inaudible].
17 And with the walk around Clayton, I'm
18 seeing [inaudible], it's working. I put signs up
19 on the street and signs at the other end of the
20 street. Just talk to people what is here in
21 Clayton, that they can just -- it's all in walking
22 distance and that they can walk around. So, one
23 end, the other end -- north, south, east, west,
24 type of a thing.
25 And I think that it would work, but we

1 have got to address these other issues first,
2 because I'm not going to be -- I don't encourage
3 people to go down there at night and have to
4 witness what I witnessed, because, you know, it's
5 not going to work for them wanting to come.
6 The other thing that I was thinking, is
7 there a loitering ordinance? If there is, why
8 isn't it being enforced? So, basically, that's my
9 concerns. If you have any questions, I would love
10 to answer them.

11 MAYOR MCLEOD: Questions?
12 MR. GRANNIS: Actually, I may have one
13 not of you, but of our staff. We do have an
14 ordinance for loitering, correct?
15 MR. BIGGS: Not for loitering.
16 MR. GRANNIS: Okay.
17 MR. BIGGS: In fact, it is extremely
18 difficult, if not impossible, to graph an ordinance
19 on loitering that's going to get through the
20 courts. The courts are very unfavorable to laws
21 tht restrict public gatherings. You go to private
22 properties where people can serve them with
23 trespass [inaudible] but just the mere act of being
24 present and being present [inaudible]
25 constitutional boundaries.

1 MR. GRANNIS: But I would assume that we
2 must have some sort of laws pertaining to granting
3 the public on the street for --
4 MR. BIGGS: It would be illegal to
5 consume alcohol or drugs on the streets. Exactly.
6 MS. LIGHT: It's going on all the time.
7 And if I called the police every time something was
8 going on there, you know, you definitely
9 [inaudible]. And I love my home, I love my
10 business, and I love Clayton, but I just cannot
11 encourage people to come downtown if they can't be
12 sure that it's safe.
13 And I think if we could come up with
14 something like a satellite, I don't know if that
15 will [inaudible], that building's still for sale.
16 But if you get funding to find that building and
17 put it on the satellite in there, you know, fix it
18 up -- get people to volunteer to fix it up, I can
19 vote to have a fundraiser to go out and try to
20 purchase the building that's available for that
21 purpose.
22 So, there's a lot of things that we can
23 do, but we have to do -- we have to do it now --
24 not ten years from now, because I'm not going to be
25 here in ten years, and I don't, you know, very much

1 the way this is going. And that's [inaudible].
2 So, that's most of my concerns I have. I'd

3 appreciate if you would address them. And as far
4 as the loitering, I mean every, as far as I know,
5 town in America has an ordinance.

6 MAYOR MCLEOD: But these -- you better do
7 your research.

8 MS. LIGHT: So, they don't -- I mean I
9 don't know --

10 MAYOR MCLEOD: Well, you just said every
11 town has one, but I'm just encouraging you to do
12 your research.

13 MS. LIGHT: But I come from the old
14 school with this, so it -- I worked for the
15 Department of Defense for 20 years. You know, I'm
16 still thinking back 20 years. That's part of
17 getting old.

18 MAYOR MCLEOD: Thank you so much. Mr.
19 Thompson?

20 MR. THOMPSON: I just want to point to
21 you just to make sure you're aware that our main
22 law enforcement center is two blocks behind you.

23 MS. LIGHT: I know where it's at.

24 MR. THOMPSON: And we have a satellite
25 police station three blocks in the opposite

1 direction.

2 MS. LIGHT: Where's it at?

3 MR. THOMPSON: On Church Street. There's
4 a police office over there. So, you know, where
5 Church Street and [inaudible].

6 MS. LIGHT: Okay, so it's not downtown?

7 MR. THOMPSON: It's three blocks north of
8 here on Church Street.

9 MS. LIGHT: Yeah.

10 MR. THOMPSON: But I just wanted you to
11 be aware that they are there, and there are
12 officers that do, you know, community-oriented
13 police activities and [inaudible].

14 MS. LIGHT: Well, that's fine. I agree
15 with that. That's not where I speak [inaudible].
16 They smoke and they drink and they're selling to
17 underage. I've seen it. And it never gets
18 [inaudible] So, we know where the problem is, and
19 I just, you know, I would like you to just think
20 about it as a satellite. Okay? All right. Thank
21 you very much.

22 **MAYOR MCLEOD:** Yes, ma'am. Anyone else?
23 If not, I'll turn it over to Council for comments.
24 No comments; I'll entertain a motion to go into
25 closed session.

1 **MR. THOMPSON:** So moved.

2 **MR. GRANNIS:** Second.

3 **MAYOR MCLEOD:** All in favor of the
4 motion, say aye.
5 (Voice vote.)

6 **MAYOR MCLEOD:** The motion carries.
7 (RECESS FOR CLOSED SESSION, 7:23:13 - 8:11:53 P.M.)

8 **MAYOR MCLEOD:** All right. I'll give the
9 floor to Mr. Grannis.

10 **MR. GRANNIS:** Mr. Mayor, I would like to
11 make the motion that we have the Town Manager with
12 the concurrence of our Town Attorney to move
13 forward with the approval to award the bid on the
14 Red & White demolition process to the lowest
15 qualified bidder.

16 **MR. THOMPSON:** Second.

17 **MR. GRANNIS:** And with one addendum to
18 that: we want to make sure that it does include
19 asbestos abatement.

20 **MAYOR MCLEOD:** All right. We have a
21 motion by Mr. Grannis and second by Mr. Thompson.
22 Is there any other discussion? All in favor of the
23 motion, say aye.

24 (Voice vote.)

25 **MAYOR MCLEOD:** Opposed, like sign? The

1 motion carries.

2 All right. Anything else to come before

3 this board? If not, I will entertain a motion to
4 adjourn.

5 **MR. LAWTER:** So moved.

6 **MR. GRANNIS:** Second.

7 **MAYOR MCLEOD:** All in favor of the
8 motion, say aye.
9 (Voice vote.)

10 **MAYOR MCLEOD:** Motion carries. Good
11 night.

12 (THE MEETING ADJOURNED AT 8:12:50 P.M.)

TOWN OF CLAYTON

TOWN COUNCIL
AGENDA COVER SHEET

Agenda Item: 4a

Meeting Date: 8/18/14

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

DESCRIPTION: Introduction(s).

RELATED GOAL: Administrative

ITEM SUMMARY:

Date:

Action:

Info. Provided:

08-18-14

Introduction(s).

N/A.

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

Agenda Item: 4b

Meeting Date: 8-18-14

TITLE: Special Events Committee Report.

DESCRIPTION: Report on upcoming special events, schedule, street closures, and related information.

RELATED GOAL: Premier Community For Active Families

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
8-18-14	Presentation	3 events as noted.



Town of Clayton
 Planning Department
 111 E. Second Street, Clayton, NC 27520
 P.O. Box 879, Clayton, NC 27528
 Phone: 919-553-5002
 Fax: 919-553-1720

SPECIAL EVENT ACTION ITEM REPORT

Planning Staff Contact: Bruce Naegelen: 919-280-1278

EVENT INFORMATION:

Event Name: Squealin' on the Square (SOS) & The Clayton Shindig **File Number:** 2014-14 / 2014-17

Event Date(s): October 10-11, 2014 **Event Time(s):** 3:00 pm (Friday) to 11:30 pm (Saturday)

Event Location: Town Square – 110 W Main Street

Event Coordinator: Jim Godfrey (SOS) **Contact Number:** 919 915-0373 (Jim cell)
Dave Brown (Shindig) 919-812-6969 (Dave cell)

Contact Email: Jim @ claytonchamber.com dbrown@icommcorp.com

Attendees (Per Day): 2500

TOWN SERVICES REQUESTED:

Department / Division	Requested Services	Date/Time	Primary Contact	Contact Phone #
Operations	20 Trash Roll-Out Carts 10 Recycled Roll-Out Carts @ Town Square	Delivery date: 10/10/14 Pickup Date: 10/13/14	Steve Blasko	553-1530
Operations	Barricades/Cones – 1) Fayetteville St. @ Main & Second; 2) Second St. from O'Neil to Fayetteville; 3) Town Square Parking Lot; 4) Horne St. Parking lot @ The Clayton Center	Delivery Date: 10/10/14 Pickup: 10/13/14	Steve Blasko	553-1530
PD	Road Closure: Fayetteville St. @ Main & Second;	10/10/14 3:00 pm – 10/11/14 11:30 pm	Lt Ken Lunger	553-0826
PD	Road Closure: Second St. from O'Neil to Fayetteville;	10/11/14 6:00 am to 11:30 pm	Lt Ken Lunger	553-0826
PD	Town Square Parking Lot and Horne St. Parking lot @ The Clayton Center	6:00 am 10/11/14 to 11:30 pm	Lt Ken Lunger	553-0826

STAFF USE:

APPROVED:

DENIED:

DATE: 7-31-14

FINAL APPROVAL REQUIRED FROM TOWN COUNCIL - DATES: Work: 8/18/14 Final: 9/2/14



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: **2014-14 & 2014-17**
Committee Meeting: **JULY 31, 2014**

PLEASE NOTE: These events run concurrent with "Squealin' on the Square" starting Friday afternoon (10/10/14) and going through the night, with judging in the morning and BBQ plate sales being sold throughout the day during "The Shindig." Since the services and closures will be utilized by both events, this is a combined report and request.

Event Name: **SQUEALIN' ON THE SQUARE & CLAYTON SHINDIG**
Event Date(s): **OCTOBER 10 & 11, 2014**
Location: **TOWN SQUARE**

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

Applicant: **CLAYTON CHAMBER OF COMMERCE**
Contact: **Jim Godfrey, President**
Phone: (919) 553-6352 (o) (919) 915-0373 (Cell)
E-Mail: jim@claytonchamber.com
Address: PO Box 246, Clayton NC 27528

Applicant: **CLAYTON MID-DAY ROTARY CLUB**
Contact: **Dave Brown**
Phone: (919) 812-6969 (daytime) (919) 971-6800 (cell)
E-Mail: dbrown@icommc.com
Address: 567 Rock Pillar Rd. Clayton, NC 27520

ORGANIZATION INFO:

Name of Organization: Clayton Chamber of Commerce **FED ID:** 56-0900962
Purpose of Organization: The Clayton Chamber of Commerce is a business membership organization that is responsible for networking and promoting businesses in Clayton and the surrounding areas.
Organization Address: PO Box 246, Clayton, NC 27528
Organization Contact: Jim Godfrey, President
Phone: (919) 553-6352 **Email:** jim@claytonchamber.com

Name of Organization: Clayton Mid-Day Rotary **FED ID:** 27-3036588
Purpose of Organization: Rotary is a volunteer organization of 1.2 million business and professional leaders united worldwide to provide humanitarian service and help build goodwill and peace.
Organization Address: PO Box 365, Clayton, NC 27528
Organization Contact: Dave Brown
Phone: (919) 812-6969 **Email:** dbrown@icommc.com

20 # Trash Roll-Out Carts (these will be used for both events)
10 # Recycled Roll-Out Carts (these will be used for both events)
Delivery Location(s): **Town Square Parking Lot**
Delivery date: 10/10/14 Pickup Date: 10/13/14

Cleanup
YES Portable Toilets
Delivery date: 10/10/14 Pickup date: 10/12/14
Event Area Cleanup: Event volunteers will clean-up following the event

Safety & Security
YES Security required for: **ALCOHOL SALES & EVENT SECURITY (The Shindig)**
2 # off-duty 2 Hours/Dates required: 10/11/14 FROM 11:00 AM TO 8:00 PM
1 on duty from 11:00 am to 6 pm and then 2 on duty from 3:00 pm to 8:00 pm
NO Overnight Security Hours/Dates required:

Site Plan – ATTACHED

EVENT BOUNDARY & ROAD TRAFFIC PLAN
YES Using Public Streets -
N/A Parade, March/Walk, Vehicles, Vendors, Foot/Bike Race, Other
N/A # of expected participants
N/A # vehicles participating
N/A # of animals participating in the event
Type of animals –

YES **Boundary** – Within Town Square and Parking lot and Fayetteville Street

YES **ROAD CLOSURE REQUEST**

- **Fayetteville St. from Main Street to Second St. - 10/10/14 3:00 pm to 11:30 pm 10/11/14**
- **Second St. from O'Neil to Fayetteville Streets 10/11/14 6:00 am to 11:30 pm**
- **Town Square Parking Lot 10/10/14 3:00 pm to 11:30 pm 10/11/14**
- **Horne St. Parking lot at The Clayton Center 10/11/14 6:00 am to 11:30 pm**

n/a # of participants expected

Event Route – REFER TO MAPS

Barricades/Cones

Where: (1) Fayetteville @ Main & Second; (2) Second St. from O'Neil to Fayetteville Streets; (3) Town Square Parking Lot; (4) Horne St. Parking lot at The Clayton Center

Who will Provide: Public Works

Delivery Date: 10/10/14 Pickup: 10/13/14 Who will Put in Place: VOLUNTEERS

Road Closure/Detour Plan

Refer to maps

USE OF TOWN OWNED PROPERTIES

Signed Use Policy & Procedures received for:

Pending Town Square –
Horne Square

COMMITTEE DISCUSSION & COMMENTS

-
-

COMMITTEE CONDITIONS

- Horne Street parking lot at The Clayton Center barricades should be removed immediately following the event to allow Sunday morning church parking

COMMITTEE ACTIONS:

- **Committee recommends: APPROVAL**
- Committee report will be submitted to Town Clerk by **AUGUST 8, 2014** for Council Agenda on **August 18, 2014** and final approval on **SEPTEMBER 2, 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:

- **Fayetteville St. from Main Street to Second St. - 10/10/14 3:00 pm to 11:30 pm 10/11/14**
- **Second St. from O'Neil to Fayetteville Streets 10/11/14 6:00 am to 11:30 pm**
- **Town Square Parking Lot 10/10/14 3:00 pm to 11:30 pm 10/11/14**
- **Horne St. Parking lot at The Clayton Center 10/11/14 6:00 am to 11:30 pm**

TOWN COUNCIL ACTION/COMMENTS

- **8/18/14:**
- **9/2/14:**

DOCUMENTATION TO BE RECEIVED

POST EVENT REVIEW

Scheduled: October 30, 2014

-

SUBMIT SPECIAL EVENT PERMIT APPLICATION for next year by: JUNE 6, 2015



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: **2014-18**
Committee Meeting: **JULY 31, 2014**

Event Name: **HALLOWEEN PARADE**
Event Date(s): **OCTOBER 31, 2014**
Location: **MAIN STREET BETWEEN SMITH AND TOWN SQUARE**

Applicant: **CLAYTON PARKS & RECREATION**
Contact: **Matt Lorian, Recreation Program Supervisor**
Phone: (919) 553-1550(o) (919) 624-9807 (Cell)
E-Mail: mlorian@townofclaytonnc.org
Address: PO Box 879, Clayton NC 27528

ORGANIZATION INFO:

Name of Organization: Clayton Parks & Recreation **FED ID:** n/a
Purpose of Organization:
Organization Address: PO Box 879, Clayton, NC 27528
Organization Contact: Larry Bailey, Director
Phone: (919) 553-1550 Email: lbailey@townofclaytonnc.org

EVENT INFORMATION

Location: Main Street between Smith Street & Town Square
Event Address: 110 W Main Street
Event Start Time: **2:30 PM 10/31/14** Event End Time: **4:00 pm PM 10/31/14**
Road Closures: **YES**
Set Up Time: **11:00 am 10/31/14** Clean Up Ends: **5:00 pm 10/31/14**
Estimated Attendance: 500 people

Description of Event: participants will trick or treat businesses up and down Main Street starting at Horne Square towards Smith Street and then to Town Square. The event will begin at 2:30 pm.

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: **5** Size(s): **10'X10'**
NO Membrane Structures?

Power Sources
NO Generators:
YES TOC power source(s): **Town Square**

Voice/Music Amplification

NO Musical Entertainment # of Bands: 0
NO Temporary Stage # of Stages:
NO Amplified Sound Start Time: End Time:

Hazardous Materials

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

ALCOHOL

NO Sold/Served: Type:
Name of person/organization responsible:
Times of Alcohol Sales:
Permit Received:

VENDORS

NO Mechanical rides Type:
NO Food Vendors:
NO Temporary Food Event Sponsor Form received?

TOWN SERVICES

YES **Trash**
6 # Trash Roll-Out Carts
6 # Recycled Roll-Out Carts
Delivery Location(s): Town Square parking lot
Delivery date: 10/31/14 Pickup Date: 11/3/14

Cleanup

NO Portable Toilets
Delivery date: Pickup date:
Event Area Cleanup: Parks & Recreation staff will clean-up following the event

Safety & Security

NO Security required for:
off-duty 0 Hours/Dates required: FROM

Overnight Security Hours/Dates required:

Site Plan – ATTACHED

EVENT BOUNDARY & ROAD TRAFFIC PLAN

YES Using Public Streets - Main Street
YES Parade, March/Walk, Vehicles, Vendors, Foot/Bike Race, Other
500 # of expected participants
N/A # vehicles participating
N/A # of animals participating in the event
Type of animals –

YES **Boundary – Town Square, bounded by W Main, Fayetteville, O’Neil and Second streets**

YES ROAD CLOSURE REQUEST

- Main St. to Smith St. 2:00 pm 10/31/14 to 4:00 pm 10/31/14
- Town Square Parking Lot 5:30 am 10/31/14 to 4:00 pm 10/31/14

1,500 # of participants expected

Event Route – Main Street from Smith Street to Town Square (Fayetteville Street) starting at Horne Square

Barricades/Cones

Where: Town Square Parking Lot

Who will Provide: Public Works

Delivery Date: 5:30 am - 10/31/14 **Pickup:** 11/3/14 **Who will Put in Place:** Public Works

Road Closure/Detour Plan n/a

USE OF TOWN OWNED PROPERTIES

Signed Use Policy & Procedures received for:

- pending
- Town Square –
 - Horne Square –
 - Other

COMMITTEE DISCUSSION & COMMENTS

-
-

COMMITTEE CONDITIONS

-

COMMITTEE ACTIONS:

- **Committee recommends: APPROVAL**
- Committee report will be submitted to Town Clerk by **AUGUST 8, 2014** for Council Agenda on **August 18, 2014** and final approval on **SEPTEMBER 2, 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:

- **Main Street from Smith Street to Fayetteville Street 2:00 pm – 4:00 pm 10/31/14**
- **Town Square Parking Lot – 5:30 am to 4:00 pm 10/31/14**

TOWN COUNCIL ACTION/COMMENTS

- **8/18/14:**
- **9/2/14:**

DOCUMENTATION TO BE RECEIVED

POST EVENT REVIEW

Scheduled: November 27, 2014

-

SUBMIT SPECIAL EVENT PERMIT APPLICATION for next year by: July 6, 2015



Town of Clayton
 Planning Department
 111 E. Second Street, Clayton, NC 27520
 P.O. Box 879, Clayton, NC 27528
 Phone: 919-553-5002
 Fax: 919-553-1720

SPECIAL EVENT ACTION ITEM REPORT

Planning Staff Contact: Bruce Naegelen: 919-280-1278

EVENT INFORMATION:

Event Name: Halloween Parade File Number: 2014-18
 Event Date(s): October 31, 2014 Event Time(s): 2 pm to 4 pm
 Event Location: Main Street & Town Square
 Event Coordinator: Matt Lorion Contact Number: 919-553-1550
 Contact Email: mlorion@townofclaytonnc.org
 Attendees (Per Day): 500

TOWN SERVICES REQUESTED:

Department / Division	Requested Services	Date/Time	Primary Contact	Contact Phone #
Operations	6 Trash Roll-Out Carts 6 Recycled Roll-Out Carts	Out: 10/31/14 Pick Up: 11/3/14	Steve Blasko	553-1530
	Barricades/Cones – Town Square	Delivery Date: 5:30 am - 10/31/14 Pickup: 11/3/14		
PD	Road Closures - Main St. to Smith St.	2:00 pm to 4:00 pm 10/31/14	Lt. Ken Lunger	553-0826
	Town Square Parking Lot	5:30 am to 4:00 pm 10/31/14		553-5002
DDC			Bruce Naegelen	

STAFF USE:

APPROVED:

DENIED:

DATE: 7/31/14

FINAL APPROVAL REQUIRED FROM TOWN COUNCIL - DATES:

Work: 8/18/14

Final: 9/2/14



Town of Clayton
 Planning Department
 111 E. Second Street, Clayton, NC 27520
 P.O. Box 879, Clayton, NC 27528
 Phone: 919-553-5002
 Fax: 919-553-1720

SPECIAL EVENT ACTION ITEM REPORT

Planning Staff Contact: Bruce Naegelen: 919-280-1278

EVENT INFORMATION:

Event Name: Christmas Village & Tree Lighting File Number: 2014-15
 Event Date(s): December 4th, 2014 Event Time(s): 5:00 pm to 9:00 pm
 Event Location: Main Street/Horne Square/Town Square
 Event Coordinator: Bruce Naegelen Contact Number: 919-280-1278
 Contact Email: bnagelen@townofclaytonnc.org
 Attendees (Per Day): 5000+

TOWN SERVICES REQUESTED:

Department / Division	Requested Services	Date/Time	Primary Contact	Contact Phone #
Operations	4 Trash Roll-Out Carts 4 Recycled Roll-Out Carts	Delivery date: 12/4/14 Pickup Date: 12/5/14	Steve Blasko	553-1530
Operations	Barricades/Cones - Main Street @ O'Neil Main Street @ Smith Street Fayetteville St. @ Main St. & Second St. Church Street @ Main St. & Second St. Barbour Street @ Main St. & Second St. S Lombard @ Main St. & Second St. N Lombard St. @ Main Street to dead-end	Delivery Date: 12/4/14 Pickup: 12/5/14	Steve Blasko	553-1530
PD	Road Closure Main Street from O'Neil to Smith Fayetteville St. from Main St. to Second St. Church Street from Main St. to Second St. Barbour Street from Main St. to Second St. S Lombard from Main St. to Second St.	12/4/14 From 5:00 pm - 9:00 pm	Lt Ken Lunger	553-0826

	N Lombard St. @ Main Street to dead-end			
	Town Square Parking Lot	12/4/14 from 5:30 am to 9:30 pm		
	Horne Square	12/4/14 from 5:30 am to 9:30 pm		
DDC			Bruce Naegelen	553-5002

STAFF USE:

APPROVED:

DENIED:

DATE: 7/21/14

FINAL APPROVAL REQUIRED FROM TOWN COUNCIL - DATES:

Work: 8/18/14

Final: 9/2/14



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: **2014-15**
Committee Meeting: **JULY 31, 2014**

Event Name: **CHRISTMAS VILLAGE & TREE LIGHTING**
Event Date(s): **DECEMBER 4, 2014**
Location: **MAIN STREET FROM O'NEIL STREET TO SMITH STREET**

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

Applicant: **CLAYTON DOWNTOWN DEVELOPMENT ASSOCIATION INC.**
Contact: **Diane Bean, Chair or Bruce Naegelen, Downtown Development Coordinator**
Phone: (919) 210-3061 (Diane) (919) 280-1278 (Bruce)
E-Mail: info@downtownclayton.org
Address: **PO Box 879, Clayton NC 27528**

ORGANIZATION INFO:

Name of Organization: Clayton Downtown Development Association Inc. **FED ID:** 56-1844302
Purpose of Organization: to foster a center of activity and ensure economic stability for the heart of Clayton through historic preservation, communication, education, promotion and economic revitalization.
Organization Address: PO Box 879, Clayton, NC 27528
Organization Contact: Bruce Naegelen, Downtown Development Coordinator
Phone: (919) 812-6969 **Email:** info@downtownclayton.org

EVENT INFORMATION

Location: MAIN STREET FROM O'NEIL TO SMITH AND TOWN SQUARE & HORNE SQUARE
Event Address: MAIN STREET / HORNE SQUARE /TOWN SQUARE
Event Start Time: 5:30 PM **Event End Time:** 8:30 PM

Road Closures: **YES**

Set Up Time: 12/4/14 at 12:00 PM **Clean Up Ends:** 12/4/14 at 9:30 pm

Estimated Attendance: 5,000+ people

Description of Event: Main Street will be closed from O'Neil Street to Smith Street. Activities include: Business Open House, dance, choral and musical performances along Main Street, storefront decorating contest, live Nativity, Doggie Christmas Costume Contest & Parade, Santa Claus, Tree Lighting at Town Square.

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: **2-3** Size(s): **10'X10'**
NO Membrane Structures?

Power Sources

NO Generators:
YES TOC power source(s): **Town Square and Horne Square**

Voice/Music Amplification

YES Musical Entertainment # of Bands: **0**
YES Temporary Stage # of Stages: **2** – 1 at Horne Square & 1 at Town Square
YES Amplified Sound Start Time: **5:00 PM** End Time: **8:30 PM**

Hazardous Materials

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

ALCOHOL

NO Sold/Served: Type:
Name of person/organization responsible:
Times of Alcohol Sales:
Permit Received:

VENDORS

NO Mechanical rides Type:
Food Vendors:
Temporary Food Event Sponsor Form received?

TOWN SERVICES

YES **Trash**
4 # **Trash Roll-Out Carts**
4 # **Recycled Roll-Out Carts**
Delivery Location(s): **2 each at Town Square & 2 each at Horne Square**
Delivery date: **12/4/14** Pickup Date: **12/5/14**

Cleanup

YES Portable Toilets
Delivery date: **12/4/14** Pickup date: **12/5/14**
Event Area Cleanup: Event volunteers will clean-up following the event

Safety & Security

NO Security required for: **ALCOHOL SALES & EVENT SECURITY**
off-duty **0** Hours/Dates required: FROM

Overnight Security Hours/Dates required:

Site Plan – ATTACHED

EVENT BOUNDARY & ROAD TRAFFIC PLAN

YES Using Public Streets - Main Street
N/A Parade, March/Walk, Vehicles, Vendors, Foot/Bike Race, Other
N/A # of expected participants
N/A # vehicles participating
N/A # of animals participating in the event
Type of animals –

YES **Boundary** – Main Street from O’Neil to Smith

ROAD CLOSURE REQUEST

- **Main Street from O’Neil to Smith Street 12/4/14** from 5:00 pm – 9:00 pm
 - Fayetteville St. from Main St. to Second St.
 - Church Street from Main St. to Second St.
 - Barbour Street from Main St. to Second St.
 - S Lombard from Main St. to Second St.
 - N Lombard St. from Main Street to dead-end
- **Town Square Parking Lot 12/4/14** from 5:30 am to 9:30 pm
- **Horne Square Parking Lot 12/4/14** from 5:30 am to 9:30 pm

n/a # of participants expected

Event Route – REFER TO MAPS

Barricades/Cones

Where: Fayetteville @ Main & Second **Who will Provide:** Public Works
Delivery Date: 10/10/14 **Pickup:** 10/13/14 **Who will Put in Place:** VOLUNTEERS

Road Closure/Detour Plan

West bound traffic on Main Street will be detoured at Smith Street to Second Street to O’Neil Street and left on W Main St.. East bound traffic will be detoured at O’Neil Street to Second Street to Smith Street and right onto E Main Street.

USE OF TOWN OWNED PROPERTIES

Signed Use Policy & Procedures received for:

YES Town Square – received 7/24/14
YES Horne Square – received 7/24/14
Other

COMMITTEE DISCUSSION & COMMENTS

- Same layout as previous year
-

COMMITTEE CONDITIONS

-
-

COMMITTEE ACTIONS:

- **Committee recommends: APPROVAL**
 - Committee report will be submitted to Town Clerk by **AUGUST 8, 2014** for Council Agenda on **August 18, 2014** and final approval on **SEPTEMBER 2, 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:

- **Main Street from O'Neil to Smith Street 12/4/14** from 5:00 pm – 9:00 pm
 - Fayetteville St. from Main St. to Second St.
 - Church Street from Main St. to Second St.
 - Barbour Street from Main St. to Second St.
 - S Lombard from Main St. to Second St.
 - N Lombard St. from Main Street to dead-end
 - **Town Square Parking Lot 12/4/14** from 5:30 am to 9:30 pm
 - **Horne Square Parking Lot 12/4/14** from 5:30 am to 9:30 pm
-

TOWN COUNCIL ACTION/COMMENTS

- **8/18/14:**
 - **9/2/14:**
-

DOCUMENTATION TO BE RECEIVED

POST EVENT REVIEW

Scheduled: January 29, 2015

-

SUBMIT SPECIAL EVENT PERMIT APPLICATION for next year by: July 3, 2015

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

Agenda Item: 4c

Meeting Date: 8-18-14

TITLE: Proclamation: Charcot Marie Tooth Disease Month.

DESCRIPTION: Proclamation to declare September as Charcot Marie Tooth (CMT) Disease Month.

RELATED GOAL: Safest, Healthiest Town in Triangle Area

ITEM SUMMARY:

Date:

Action:

Info. Provided:

8-18-14

Presentation

Proclamation, Support info

TOWN OF CLAYTON

PROCLAIMING SEPTEMBER 2014 Charcot-Marie-Tooth Disease MONTH

WHEREAS, Charcot-Marie-Tooth disease (CMT) is one of the most common inherited neurological disorders, affecting approximately 1 in 2,500 people in the United States, including several Clayton residents; and

WHEREAS, this disorder, named after the three physicians who discovered it in 1886, Jean-Martin Charcot, Pierre Marie, and Howard Henry Tooth, is characterized by a slow and progressive degeneration of the muscles in the feet, lower legs, hands, and arms, causing loss of normal function and/or sensation that can be severely disabling and may be accompanied by chronic pain and overwhelming fatigue; and

WHEREAS, patients with CMT must constantly advocate on their own behalf to doctors medical professionals, and educators who re often unaware of, or insufficiently, educated about the disorder, its symptoms, and the obstacles faced by those affected by the disorder; and

WHEREAS, the mission of the Charcot-Marie-Tooth Association (CMTA) is to support the development of new drugs to treat CMT, to improve the quality of life for people with CMT, and ultimately to find a cure for CMT; and

WHEREAS, the CMTA's Strategy to Accelerate Research (STAR) Initiative is making great strides toward developing therapies for CMT through an innovative public/private partnership combining the National Institutes of Health, and universities and laboratories around the world to improve the treatment of CMT; now

NOW, THEREFORE, the Honorable Mayor and Clayton Town Council wish to recognize the month of September 2014 as

"CHARCOT-MARIE-TOOTH AWARENESS MONTH"

and remind our citizens of the vital importance of the health care of those around us and to support programs to help people with CMT.

Duly proclaimed by the Clayton Town Council this 18th day of August 2014, while in regular session.

Jody L. McLeod
Mayor

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

Agenda Item: 5a

Meeting Date: 8/18/14

TITLE: PRESENTATION OF AGREEMENT BETWEEN JOHNSTON COUNTY AND TOWN OF CLAYTON FOR FIRE DEPARTMENT MEDICAL RESPONDER.

DESCRIPTION: If the Town Council approves the agreement, the Clayton Fire Department would begin the Medical Responder program on October 1, 2014.

RELATED GOAL: Public Safety

ITEM SUMMARY:

Date:

Action:

Info. Provided:

08-18-14

Presentation.

Agreement.

NORTH CAROLINA
JOHNSTON COUNTY

FIRE DEPARTMENT MEDICAL RESPONDER AGREEMENT

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

WHEREAS, that in cases of severe life-threatening illness and/or trauma, the intervention of trained personnel at the earliest possible time can greatly enhance the chances of recovery by the victim; and,

WHEREAS, Fire Departments agreeing to participate in the Medical Responder Program have been approved by the Johnston County Emergency Services Department for that purpose;

THEREFORE, let it be resolved that _____ agrees to become a participating party in the Johnston County Medical Responder Program and that the following provisions and conditions will be in force and that the parties to this understanding agree to abide by the following:

- A. The Fire Department will organize and maintain a medical responder unit that will comply with the applicable terms of the Johnston County EMS System Medical Responder Guidelines.
- B. The Fire Department will operate at the EMR or EMT-B certification level, as approved by the Johnston County EMS System per the Johnston County EMS System Medical Responder Guidelines.

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

Executed this the _____ day of _____, 20____.

DIRECTOR
JOHNSTON CO. EMERGENCY SERVICES

PRESIDENT/MAYOR/MANAGER/CHIEF
FIRE DEPARTMENT

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

Agenda Item: 5b

Meeting Date: 8/18/14

**TITLE: PRESENTATION WARRANTY ACCEPTANCE FOR SOUTH TECH PARK,
TRACT 2 [SOURCE RECYCLING].**

DESCRIPTION: Warranty acceptance for subject public water and sewer utilities.

RELATED GOAL: Administrative

ITEM SUMMARY:

Date:

Action:

Info. Provided:

08-18-14

Presentation.

Memorandum.

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 *CR*

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

Date: July 17, 2014

Subject: South Tech Park, Tract 2 (Source Recycling)

Please place a warranty acceptance request for the subject public water & sewer utilities on the next available agenda. All punch list items have been addressed and record drawings have been accepted. Subsequently, a final inspection will be done and all deficient items corrected by the developer's contractor prior to final acceptance.

received
7-17-2014 *DR*

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

Agenda Item: 5c

Meeting Date: 8-18-14

TITLE: Staff presentation on application SUP2014-,) : An application by RNC Entertainment.

DESCRIPTION: Staff report on application with memorandum on the topic from the Town Attorney.

RELATED GOAL: Administrative

ITEM SUMMARY:

Date:

Action:

Info. Provided:

8-18-14

Presentation

SUP Ap, Attorney Memo



Memorandum

Via E-mail [sbiggs@townofclaytonnc.org]

To: Town of Clayton
From: Parker Poe Adams & Bernstein LLP (KER)
Date: August 13, 2014
Re: Video Sweepstakes Law in North Carolina

Introduction

At the request of Steve Biggs, Town Manager, we have prepared this memo to provide an overview of North Carolina laws regarding video or internet sweepstakes (“video sweepstakes”) and what has occurred recently in various jurisdictions across North Carolina. There is uncertainty surrounding sweepstakes operations in North Carolina. Jurisdictions are taking differing approaches and local governments will likely have to continue to make independent and individual determinations as to what enforcement actions to take for some time to come.

Background

Apart from the North Carolina State Lottery and certain types of Bingo games and raffles, gambling in North Carolina has been illegal for many years.¹ However, due to the development of new forms of technology, “video poker” and other forms of gambling involving computers and the Internet started to proliferate.² As a result, the North Carolina General Assembly banned video poker and all other forms of electronic gambling in 2006 with the passage of Senate Bill 912.³ Quickly companies began finding ways around the 2006 video poker ban. Specifically, “businesses reformatted their machines to include sweepstakes rather than direct betting, but used the same video gambling interfaces to simulate the gambling experience.”⁴

Electronic video sweepstakes involve operators selling telephone or internet time to customers and providing participants entries from a predetermined, finite pool of entries.⁵ Some of these entries are associated with a prize value and some are not. Sweepstakes operators like to analogize this process to receiving a scratch-off game ticket with the purchase of food or drink at McDonald’s as part of their “Monopoly” promotion since this type of game is legal.

¹ N.C. Gen. Stat. § 14–292.

² *Hest Technologies, Inc. v. State ex rel. Perdue*, 366 N.C. 289, 749 S.E.2d 429, 431 (2012) cert. denied, 134 S. Ct. 99, 187 L. Ed. 2d 34 (U.S.N.C. 2013).

³ S.L. 2006-6 (gradually phasing out permissible video poker machines, with all removed by July, 2007).

⁴ *Hest* at 289, 749 S.E.2d at 433.

⁵ Jeff Welty, *Supreme Court Upholds Internet Sweepstakes Ban*, (December 17, 2012), <http://nccriminalaw.sog.unc.edu/?p=4014>.

In video sweepstakes, the participants usually receive a magnetic stripe card which allows them to access a game station terminal that stores the information related to their individual sweepstakes entries. While playing the sweepstakes at the terminal, the program reveals the contents of the sweepstakes entry by displaying various simulated games. However, these simulated games do not determine and cannot modify the actual sweepstakes outcome or any prize associated with the sweepstakes entry. If the sweepstakes participant wins, the prize is usually claimed in cash at the counter of the establishment or can be used to purchase more entries at the terminal.

This alternative form of video gaming appeared not to fall under the video poker ban of 2006. Thus, in 2008 the General Assembly banned the use of simulated slot machines and simulated video gambling in server-based electronic game promotions, which included sweepstakes, with the enactment of N.C.G.S. § 14–306.3.⁶ Nonetheless, video sweepstakes operators continued to find ways to change their gaming systems to circumvent the 2008 law. In 2010, the General Assembly enacted N.C.G.S. § 14–306.4 in an effort to ban video sweepstakes machines all together.⁷ This statute was the “culmination of a protracted effort by the General Assembly to eradicate electronic gambling.”⁸

The Ban on Video Sweepstakes

N.C.G.S. § 14–306.4, which became effective December 1, 2010, bans the operation of electronic machines that conduct “sweepstakes” through the use of an “entertaining display.”⁹ “Sweepstakes” is defined as “any game...which, with or without payment of any consideration, a person may enter to win or become eligible to receive any prize, the determination of which is based upon chance.”¹⁰ “Entertaining display” is defined as “visual information...that takes the form of actual game play, or simulated game play, such as, **by way of illustration and not exclusion**:

- a. A video poker game or any other kind of video playing card game.
- b. A video bingo game.
- c. A video craps game.
- d. A video keno game.
- e. A video lotto game.
- f. Eight liner.
- g. Pot-of-gold.
- h. A video game based on or involving the random or chance matching of different pictures, words, numbers, or symbols not dependent on the skill or dexterity of the player.
- i. **Any other video game not dependent on skill or dexterity that is played while revealing a prize as the result of an entry into a sweepstakes.**¹¹

It is important to note that the list of prohibited gaming types in N.C.G.S. § 14–306.4 are illustrative and non-exclusive. Thus, the ban does not specifically prohibit *only* the listed games. Rather, the legislation bans electronic machines that reveal the result of a sweepstakes entry. Rather, the legislation bans electronic machines that reveal the result of a sweepstakes entry

⁶ Hest at 289, 749 S.E.2d at 433.

⁷ Id.

⁸ Hest at 289, 749 S.E.2d at 433.

⁹ N.C. Gen. Stat. § 14–306.4(b).

¹⁰ N.C. Gen. Stat. § 14–306.4(a)(5).

¹¹ N.C. Gen. Stat. § 14-306.4(a)(3) (emphasis added).

via an “entertaining display...that takes the form of actual game play or simulated game play.”¹² It is also important to note that subsection (i) is a catchall provision that prohibits other sweepstakes games, not specifically described or listed, which reveal prizes and do not involve “skill” or “dexterity.”¹³ Finally, the definition section of this legislation does not include a definition of “game” and, therefore, it is unclear what exactly constitutes a “game” for the purposes of enforcing this legislation.

The Current Legal Environment

While the 2010 ban had an effective date of December 1, 2010, multiple legal challenges from the gaming industry have ensued and prevented certainty on enforcement of the law. On December 14, 2012, the North Carolina Supreme weighed in on the matter and upheld the 2010 ban in Hest Technologies, Inc. v. State ex rel. Perdue, 366 N.C. 289, 749 S.E.2d 429 (2012). In that case, the plaintiffs (sweepstakes operators) challenged the constitutionality of the 2010 ban under the First Amendment to the United States Constitution and Article I, Section 14 of the North Carolina Constitution. In upholding the law, the N.C. Supreme Court held that the 2010 ban did not violate the sweepstakes operators’ free speech rights and was therefore constitutional.¹⁴ However, the Court specifically declined to conclude that electronic sweepstakes are “gambling” as traditionally defined under the law.¹⁵ The Court found that there was no evidence that internet time and telephone calling cards sold by sweepstakes operators were not actually used by customers. Had such evidence been presented, the Court may have found that the sale of such internet time and telephone calling cards were a mere pretext for gambling. However, such evidence was not found and, therefore, this decision focused on the constitutionality and validity of the 2010 ban as a whole and less on the nuanced statutory interpretation of the law.

In the wake of the Hest decision, the N.C. Attorney General’s Office has declined so far to offer an official advisory opinion as to what types of video sweepstakes machines can continue to operate under the ban.¹⁶ Attorney General Roy Cooper has publicly stated that it is up to each individual local government to determine whether or not to shut down a sweepstakes operation and enforce the legislation.¹⁷ Attorney General Cooper has also stated that his office is working closely with and helping local law enforcement and prosecutors and that his office “will go down and argue these cases if asked by the D.A.’s.”¹⁸ Attorney General Cooper has also stated that, while “overall you’ve seen a reduction in the number of these businesses in North Carolina either ...,” the sweepstakes industry may never completely go away because the gaming industry has “come up with a different kind of nuance” to get around the bans.¹⁹

Sweepstakes operators have continued to find ways to adapt the games or sweepstakes to fit the letter of the law since the video poker ban of 2006. Indeed, lawyers for some of the

¹² N.C. Gen. Stat. §14-306.4(b).

¹³ N.C. Gen. Stat. § 14-306.4(a)(3)(i).

¹⁴ Id. at 289, 749 S.E.2d at 439.

¹⁵ Id. at 289, 749 S.E.2d at 434.

¹⁶ Chris McLaughlin, *What’s Next for Video Sweepstakes?*, (January 17, 2013), <http://canons.sog.unc.edu/?p=6971>.

¹⁷ *The Continuing Debate Over Internet Sweepstakes Cafes*, WITN-TV, November 19, 2013, <http://www.witn.com/home/headlines/The-Continuing-Debate-Over-Internet-Sweepstakes-Cafes-232592151.html>.

¹⁸ Id.

¹⁹ Chris McLaughlin, *Internet Sweepstakes, One Year Later*, (January 9, 2014), <http://canons.sog.unc.edu/?p=7480>.

companies providing video sweepstakes technology have actually informed local governments that they planned to continue to tweak their systems so as to conform with new laws.²⁰ One method that sweepstakes operators are employing to get around the 2010 ban is changing the games to a “pre-reveal” system, which involves new software that allows players to see what they win *before* they play the game.²¹ Attorney General Cooper has publicly stated that he believes the “new software [sweepstakes operators] have been touting still is illegal under the law.”²²

Another way in which sweepstakes operators are attempting to circumvent the ban is by using new games designed to incorporate an element of skill. By doing so, sweepstakes operators are attempting to avoid the language in N.C.G.S. § 14-306.4 that defines “sweepstakes” as a system for distributing prizes “based upon chance,”²³ and defines an “entertaining display” as involving a game “not dependent on skill or dexterity.”²⁴

There are District Attorneys charging sweepstakes operators criminally. For example, an Edgecombe County jury recently found two sweepstakes operators guilty of violating N.C.G.S. § 14-306.4 for operating an illegal sweepstakes parlor in December 2013.²⁵ Three more sweepstakes operators were indicted in Wake County on charges of gambling for operating sweepstakes cafes/parlors in January 2014.²⁶ However, it’s important to note that, according to the U.N.C. School of Government, a number of operators who have been criminally charged under N.C.G.S. § 14-306.4 have also been found innocent because their systems either revealed winning entries without or before the use of “entertaining displays” or because their games involved skill or dexterity rather than simple luck.²⁷

While some local governments are taking active steps to close sweepstakes operators, others are taking a more passive role. The U.N.C. School of Government reports receiving feedback from some local governments that are not only declining to take any active steps to shut down video sweepstakes businesses, but are actively allowing such business to remain open.²⁸ For example, the City of Roanoke Rapids’ attorney has stated that he reviewed N.C.G.S. § 14-306.4 and that the new game systems employed in Roanoke Rapids were legal.²⁹ This city attorney’s opinion is not binding on local law enforcement or the courts, but is an example of how some local governments are choosing to handle this issue.

²⁰ Chris McLaughlin, *What’s Next for Video Sweepstakes?*, (January 17, 2013), <http://canons.sog.unc.edu/?p=6971>.

²¹ *The Continuing Debate Over Internet Sweepstakes Cafes*, WITN-TV, November 19, 2013, <http://www.witn.com/home/headlines/The-Continuing-Debate-Over-Internet-Sweepstakes-Cafes-232592151.html>

²² *Id.*

²³ N.C. Gen. Stat. § 14-306.4(a)(5).

²⁴ N.C. Gen. Stat. § 14-306.4(a)(3).

²⁵ Calvin Adkins, *Internet Cafe Duo Guilty*, *The Daily Southerner*, December 30, 2013, <http://www.dailysoutherner.com/local/x1956136381/Internet-cafe-duo-guilty>

²⁶ Thomas McDonald, *Three people indicted on charges of operating Internet sweepstakes parlors in Raleigh*, *The News & Observer*, January 8, 2014, <http://www.newsobserver.com/2014/01/08/3516800/three-people-indicted-on-charges.html#storylink=cpy>

²⁷ Chris McLaughlin, *Internet Sweepstakes, One Year Later*, (January 9, 2014), <http://canons.sog.unc.edu/?p=7480>.

²⁸ Chris McLaughlin, *What’s Next for Video Sweepstakes?*, (January 17, 2013), <http://canons.sog.unc.edu/?p=6971>.

²⁹ *Roanoke Rapids betting on latest version of sweepstakes games*, WRAL-TV, January 3, 2013, <http://www.wral.com/roanoke-rapids-betting-on-latest-version-of-sweepstakes-games/11940145/>

The U.N.C. School of Government also reported that there have been several civil cases across the state where sweepstakes operators have sued local governments and local law enforcement agencies seeking injunctions against enforcement of N.C.G.S. 14-306.4.³⁰ While most of these cases have been dismissed or resulted in the denial of the sought after injunction, at least one sweepstakes operator in Onslow County won an injunction against the Sheriff in that County.³¹ In granting the injunction, the court concluded that the type of sweepstakes system operated required “skill” and “dexterity” and was, therefore, outside the scope of N.C.G.S. § 14-306.4.³² It is unclear whether that ruling will have any effect statewide or will be appealed, but this case appears to be the exception to the trend in enforcement rulings.

The uncertain landscape of sweepstakes operations continues, even after the N.C. Supreme Court’s decision in Hest. The level of enforcement by local governments varies greatly across North Carolina, depending on the discretion of local officers and district attorneys.³³ The 2010 ban on sweepstakes operations has been upheld and validated, but the “on-the-ground” enforcement of the law remains inconsistent. As a result, local governments and law enforcement agencies will have to continue to make independent and individual determinations as to what enforcement actions to take, if any, and wait for further clarity from the courts and official guidance from the N.C. Attorney General’s Office.

³⁰ Jeff Welty, *Sweepstakes Update*, (November 25, 2013), <http://nccriminallaw.sog.unc.edu/?p=4539>.

³¹ Id.

³² Id.

³³ *Roanoke Rapids betting on latest version of sweepstakes games*, WRAL-TV, January 3, 2013, <http://www.wral.com/roanoke-rapids-betting-on-latest-version-of-sweepstakes-games/11940145/>



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

Town Council

STAFF REPORT

Application Number: SUP 2014-85 (Special Use Permit)
Project Name: RNC Entertainment - Internet Café at 12809 US 70 Bus Hwy W

NC PIN / Tax #: 165909-06-0707 / 05G02001B
Town Limits/ETJ: Town Limits
Overlay: Thoroughfare Overlay District
Applicant: Tony Ro
Owners: 813 Town Centre Boulevard Holdings LLC

Neighborhood Meeting: Held July 18, 2014
Public Noticing: Property Posted July 18, 2014

PROJECT LOCATION: The project is located at 12809 US 70 Bus Hwy W, in the Town Centre (Walmart) Shopping Center Plaza, in the old Blockbuster site and adjacent to Capital Bank.

REQUEST: The applicant is requesting approval of a Special Use Permit to allow Video Sweepstakes Operations business at 12809 US 70 Bus Hwy W, within the Town Centre (Walmart) Shopping Center.

SITE DATA:

Acreage: 1.82 acres
Present Zoning: B-3-S (Highway Business Special Use District)
Existing Use: Commercial (storefront is vacant)

DEVELOPMENT DATA:

Proposed Uses: Video Sweepstakes Operations
Buildings: One existing building. Business is in a storefront within a 10,858 SF multi-tenant building.
of Machines: 80
Square footage: 5,664 SF
Required Parking: 28 (1 space per 200 SF or 1 space per 3 seats, whichever is greater. In this case $5,664 \text{ SF} / 200 = 28$)

Proposed Parking: Utilizing existing parking. The site has 59 parking spaces available.
Access/Streets: Access is through an existing driveway off of Town Centre Blvd (internal circulation within the Town Centre Shopping Plaza). No site modifications are proposed.

ADJACENT ZONING AND LAND USES:

North: Zoning: Highway Business (B-3)
Existing Use: Funeral Home & Cemetery

South: Zoning: Highway Business Special Use District (B-3-S)
Existing Use: Commercial (Walmart)

East: Zoning: Highway Business Special Use District (B-3-S)
Existing Use: Commercial (Capital Bank)

West: Zoning: Highway Business Special Use District (B-3-S)
Existing Use: Commercial (Vacant)

STAFF ANALYSIS AND COMMENTARY:

Overview

The applicant is requesting approval of a Special Use Permit to allow a Video Sweepstakes Operations business at an outparcel within the Walmart Shopping Center. The outparcel has a small multi-tenant building and the proposed use will operate out of one of the vacant commercial spaces available. Usually a Conditional Use Permit is required to operate a Video Sweepstakes Operation, but because this site is in a Special Use District, the new use must receive a Special Use District to locate here. A separate Conditional Use Permit is not required.



Site of proposed Internet Cafe

Video Sweepstakes Operations are defined in the UDC (Section 155.305(GG)) as follows: “Any business enterprise, whether as a principal or accessory use, where persons utilize electronic machines, including but not limited to computers and gaming materials, to conduct games of chance, including sweepstakes, and where cash, merchandise or other items of value are redeemed or otherwise distributed, whether or not the value of such distribution is determined by electronic games played or by predetermined odds. This term includes, but is not limited to internet cafes, internet sweepstakes, and cybercafes. This does not include any lottery approved by the State of North Carolina.”

The code also sets the following restrictions:

- 1) Unaccompanied persons under the age of 18 are prohibited from entering the premises.
- 2) The hours of operation shall be limited to Sunday through Thursday 9 am to 1am and Friday and Saturday 9am to 2am.
- 3) A maximum of up to 100 machines may be permitted at each establishment.

The applicant has requested the following:

- 1) # of Machines: maximum of 80

Associated Plans

Site Plan # 02-27 was the initial site plan for the Blockbuster site.

The Walmart Plaza was originally approved under Special Use Permit # SUP 02-01.

State Law related to Internet Sweepstakes

The applicant has indicated they fully intend to operate within the confines of State laws and will comply with any state and local regulations that apply to internet sweepstakes, now or in the future. The issuance of a Special Use Permit is not evidence that the Town has determined the applicant is operating within the state law.

Parking Considerations

Based on current parking requirements, the subject site is conforming in terms of the number of required spaces.

Total Building = 10,800 square feet

Internet Café = 5,664 SF

- At a rate of 1 space per 200 SF, 28 spaces required

Remaining Building = 5,136 SF (mix of office and retail)

- At the rate of 1 space per 200 SF (conservative since office requires less parking than retail), 26 spaces required

Total parking required for building: 54 spaces

Total parking provided: 59 spaces

Consistency with the Unified Development Code

The proposed development is consistent with and meets the applicable requirements of the Unified Development Code (UDC), so long as the Special Use Permit is approved.

Compatibility with Surrounding Land Uses

The use is compatible with the surrounding uses in the shopping plaza (retail, service, restaurant, and other commercial businesses).

Landscaping and Buffering

No additional landscaping or buffering is required.

Signs

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

Waivers/Deviations/Variations from Code Requirements

None.

CONSIDERATIONS:

- The Town Council approves Special Use Permits.

FINDINGS:

When considering a Special Use Permit application, The Town Council shall consider specific Findings of Fact. A Special Use which fails to meet any of these Findings shall be deemed adverse to the public interest and shall not be approved. The applicant has addressed the Findings expressly established by Chapter 155.711 (l) of the UDC. Please refer to the "Attachment 1" for the applicant's response.

CONDITIONS:

Staff recommends that if the Town Council reaches positive conclusions on the required findings of fact, the approval of the petition be subject to the following conditions:

1. The hours of operation shall be limited to Sunday through Thursday 9 am to 1am and Friday and Saturday 9am to 2am.
2. Unaccompanied persons under the age of 18 are prohibited from entering the premises.
3. Prior to the issuance of a Privilege License, the applicant shall provide a final floor plan identifying the number of seats provided in the facility for gaming. This facility is limited to a maximum of 80 seats/machines.
4. A maximum of 25% of the window and door areas may be covered with signage or other opaque materials.

PLANNING BOARD RECOMMENDATION:

Approval with the conditions in the staff report, which are the same conditions in this staff report. See Attachment 2 – Planning Board Recommendation Form.

ATTACHMENTS:

- 1) Findings of Fact, 2) Planning Board Recommendation Form 3) Aerial and Zoning Map, 4) Floor Plan, 5) Application Materials, 6) Neighborhood Meeting Materials

REQUIRED FINDINGS OF FACT

Section 155.711(I) of the Unified Land Development Code requires applications for a Special Use to address the following findings. The burden of proof is on the applicant and failure to adequately address the findings may result in denial of the application. Please attach additional pages if necessary.

1. That the application will not materially endanger the public health or safety if located where proposed, and developed according to the plans as submitted and approved.

~~Our establishment will provide relaxing and comfortable lounge areas within the premises to where the customers have access to computers for entertainment purposes. We will provide non-alcoholic beverages and snakes to all of our customers. We will provide a wait staff in order to tend to all of our customers to ensure attentiveness and satisfaction. We plan to provide security assistance after hours as well to ensure safety if necessary. We will in no way shape or form endanger the public health and safety for the community with our system in place.~~

2. That the application meets all required specifications and conforms to the standards and practices of sound land use planning and the Town Code of Ordinances and other applicable regulations.

~~We will definitely meet all requirments regarding the land use due to all activities regarding the business being held in doors and for entertainment purposes only. Very limited activities will be held outside of the establishment.~~

3. That the application will not substantially injure the value of adjoining or abutting property, and will not be detrimental to the use or development of adjacent properties or other neighborhood uses.

~~Majority of the business will be conducted after the hours of 7pm which will not clash with the neighboring businesses. We will utilize minamal parking spaces, and will not affect our neighboring businesses. We are hoping to bring in more traffic to this area to help promote our neighboring businesses as well.~~

4. That the application will not adversely affect the adopted plans and policies of the Town, or violate the character of existing standards for development of the adjacent properties.

~~We are in full compliance to the laws and regulations of the state of North Carolina regarding the type of gaming system which are allowed to be utilized by our customers.~~

TOWN OF CLAYTON, NC

PLANNING BOARD RECOMMENDATION FORM

Application Name & Number:

SUP 2014-85, RNC Entertainment Internet Sweepstakes - Special Use Permit

On July 28th, 2014 the Planning Board heard the above-referenced request and made the following vote:

- Recommendation of approval of the request. *with conditions as recommended by staff. Mr. Jim Lee voted in opposition - vote was 9-1*
- Recommendation of approval of the request with the following amendments to the conditions presented by staff at the meeting:

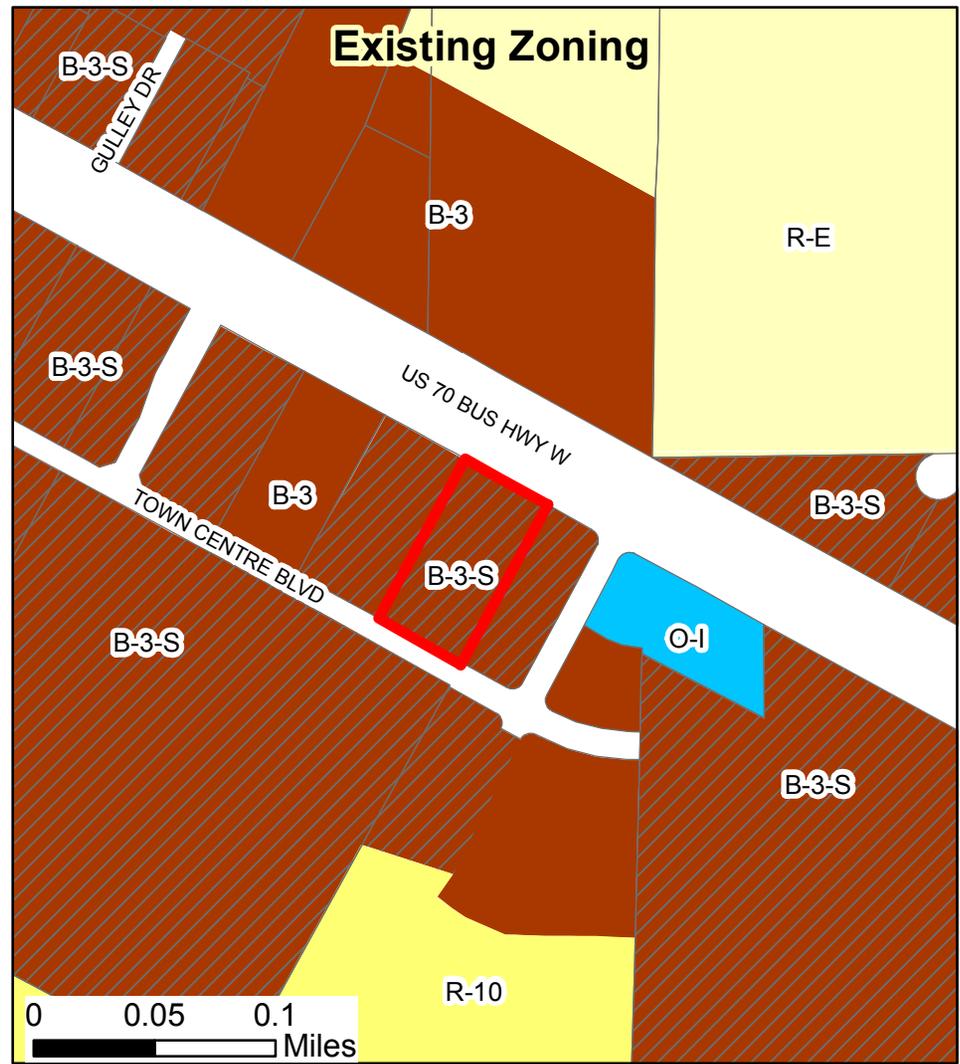
- Recommendation of denial of the request.

Recommendation made this 29th day of July, 2014 while in regular session.

Signed:



Frank Price, Planning Board Chair

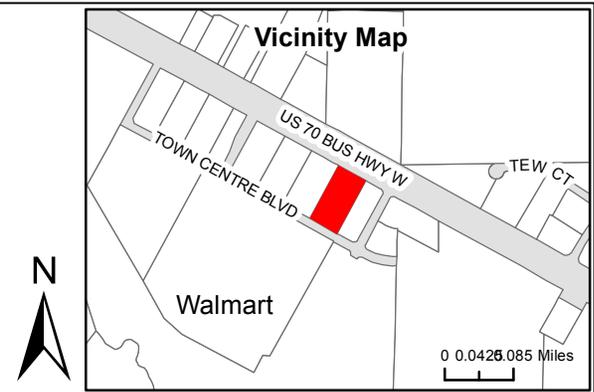


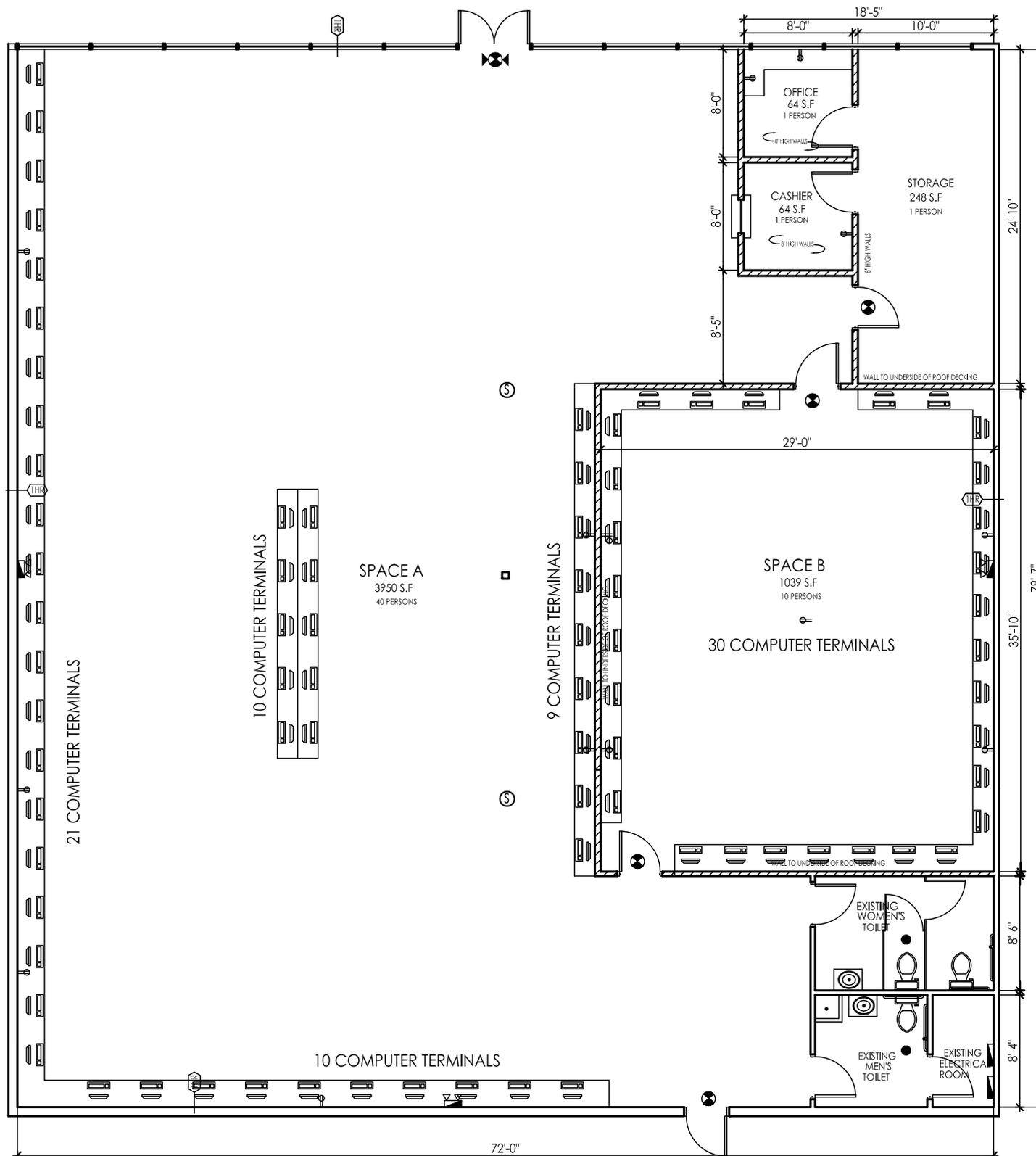
RNC Entertainment - Internet Cafe @ 12809 US 70 Bus Hwy W Special Use Permit

Applicant: Insook Kye
 Property Owners: Don. 813 Town Centre Boulevard Holdings LLC
 Parcel ID Number: 165909-06-0707
 File Number: SUP 2014-85

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

7/15/14





TOTAL AREA= 5664 S.F

TOTAL NUMBER OF COMPUTER TERMINALS= 80

FLOOR PLAN
SCALE: NTS

THE G.H. WILLIAMS
COLLABORATIVE, PA.

ARCHITECTURE
PLANNING
ECONOMIC
DEVELOPMENT
CONSTRUCTION
MANAGEMENT



4110 DUKE UNIVERSITY ROAD
P.O. BOX 105
DURHAM, NORTH CAROLINA 27702
TELEPHONE: 919-286-7100
FAC: 919-288-4822
E-MAIL: ghwilliams@ghwilliams.com
www.ghwilliams.com

SEAL



DATE 6/11/14 REVISIONS:

RETAIL CENTER
12809 TOWN CENTRE BLVD
CLAYTON, NC 27520
FLOOR PLAN



Town of Clayton
 Planning Department
 111 E. Second Street, Clayton, NC 27520
 P.O. Box 879, Clayton, NC 27528
 Phone: 919-553-5002
 Fax: 919-553-1720

SPECIAL USE APPLICATION

Pursuant to Article 7, Section 155.711 of the Unified Development Code, an owner of land within the jurisdiction of the Town (or a duly authorized agent) may petition the Town Council to allow a Special Use. Special Uses are uses that may be appropriate in a particular district, but have the potential to create incompatibilities with adjacent uses.

Fee: The application fee is \$400.00. All fees are due when the application is submitted.

Please note that Section 155.702(B) of the Unified Development Code requires a Neighborhood Meeting for all Special Use Permit applications.

APPLICATION TYPE

- New Special Use Permit
 Major Modification to an approved SUP
Permit Modified: _____

SITE INFORMATION

Name of Project: RNC Entertainment Acreage of Property: _____
 Parcel ID Number: 165909-06-0707 Tax ID: 05G02001B
 Deed Book: 04344 Deed Page(s): 0376
 Address/Location: ~~12077 US Highway 70 Clayton NC 27520~~
 12809 US 70 Business Hwy W
 Existing Use: Formerly Blockbuster Proposed Use: Internet Cafe
 Is project within a Planned Development? No Yes
 Planned Development District (if applicable): _____
 Is project within an Overlay District: No Yes
 Overlay District (if applicable): Thoroughfare Overlay District

OFFICE USE ONLY

Date Received: <u>7/9/14</u>	Amount Paid: <u>\$400.00</u>	Permit Number: <u>2014-085</u>
------------------------------	------------------------------	--------------------------------

PROPERTY OWNER INFORMATION

Name: _____
 Mailing Address: _____
 Phone Number: _____ Fax: _____
 Email Address: _____

APPLICANT INFORMATION

Applicant: Tony Ro
 Mailing Address: 2814 Old Trawick Way Raleigh NC. 27604
 Phone Number: (252) 955-9329 Fax: (919) 878-6705
 Contact Person: Tony Ro
 Email Address: tony@ro-holdings.com

REQUIRED INFORMATION *(to be submitted with the application)*

The following items must accompany a Conditional Use Permit (CUP) application.

To be completed by the applicant:			To be completed by staff:		
	Yes	N/A	Yes	No	N/A
1. A pre-application conference was held with Town of Clayton staff. Date: <u>7/7/14</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
2. Review Fee (\$400)	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
3. Completed application (9 copies)	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
4. Owner's Consent Form (9 copies)	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
5. Adjacent property owners list (9 copies)	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
6. Wastewater allocation request OR verification of wastewater allocation (9 copies)	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
7. Signed and sealed traffic impact analysis (2 copies)	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
8. If applicant is concurrently applying for site plan approval, a copy of the proposed site plan.	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
9. Neighborhood meeting notice letter (9 copies) <i>See sample letter and meeting requirements included in this packet</i>	May be provided at time of submittal if meeting date is known – otherwise must be submitted by email or mail on date the letter is mailed out.				
10. Set of stamped, addressed envelopes using the adjacent property owners list	May be provided at time of submittal OR no later than 25 days prior to the Town Council meeting.				
11. Neighborhood meeting summary form (9 copies) <i>Form is included in this packet</i>	Must be submitted after neighborhood meeting is held and at least 10 days prior to Planning Board meeting.				

Note: More information may be requested by the Planning Department depending on the project

REQUIRED FINDINGS OF FACT

Section 155.711(I) of the Unified Land Development Code requires applications for a Special Use to address the following findings. The burden of proof is on the applicant and failure to adequately address the findings may result in denial of the application. Please attach additional pages if necessary.

1. That the application will not materially endanger the public health or safety if located where proposed, and developed according to the plans as submitted and approved.

~~Our establishment will provide relaxing and comfortable lounge areas within the premises to where the customers have access to computers for entertainment purposes. We will provide non-alcoholic beverages and snakes to all of our customers. We will provide a wait staff in order to tend to all of our customers to ensure attentiveness and satisfaction. We plan to provide security assistance after hours as well to ensure safety if necessary. We will in no way shape or form endanger the public health and safety for the community with our system in place.~~

2. That the application meets all required specifications and conforms to the standards and practices of sound land use planning and the Town Code of Ordinances and other applicable regulations.

~~We will definitely meet all requirments regarding the land use due to all activities regarding the business being held in doors and for entertainment purposes only. Very limited activities will be held outside of the establishment.~~

3. That the application will not substantially injure the value of adjoining or abutting property, and will not be detrimental to the use or development of adjacent properties or other neighborhood uses.

~~Majority of the business will be conducted after the hours of 7pm which will not clash with the neighboring businesses. We will utilize minamal parking spaces, and will not affect our neighboring businesses. We are hoping to bring in more traffic to this area to help promote our neighboring businesses as well.~~

4. That the application will not adversely affect the adopted plans and policies of the Town, or violate the character of existing standards for development of the adjacent properties.

~~We are in full compliance to the laws and regulations of the state of North Carolina regarding the type of gaming system which are allowed to be utilized by our customers.~~

EXPLANATION OF PROJECT

Please provide detailed information concerning all requests. Attach additional sheets if necessary.

RNC Entertainment is providing an Internet Cafe which is in full compliance with the state of North Carolina. We will be utilizing a Blue Diamond gaming program which is PRE-REVEIL and approved by the government. Total of 80 computer systems will be implemented. We will provide multiple stations for the computers and also provide multiple lounge areas for the customers to relax and mingle. The atmosphere will be upscale with a modern feel to it. We will provide a wait staff to tend to the customer's needs and as well provide excellent service. We will provide non-alcoholic beverages and snacks. The business will be open 24 hours and will have security assistance after hours to ensure safety and protection for our customers (if necessary).

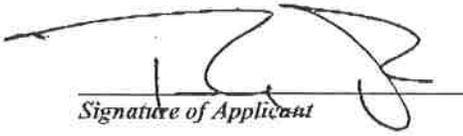
In conclusion, RNC Entertainment's goal is to welcome the community to an upscale and modern establishment which provides a variety of different computer games and programs for the customers to enjoy and spend their past time.

APPLICANT AFFIDAVIT

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

Tony Ro

Print Name



Signature of Applicant

7/08/2014

Date

Date: 07/08/2014

Dear Clayton Area Property Owner:

The purpose of this letter is to notify you of an application filed with the Town of Clayton for a land use proposal involving property adjacent to, or in close proximity to, property shown in your ownership by Johnston County tax records. Per Town of Clayton regulations, a neighborhood meeting will be held to provide information to area residents about the nature of the proposal. A representative of the applicant will be present to explain their application, answer questions, and solicit comments.

Meeting Date: Friday, July 18th

Location: 12809 US 70 Business Highway West (Former Blockbuster)
Clayton NC 27520

Time: 6pm

Type of Application: Special Use Permit

General Description: Request for a Special Use Permit to locate an Internet Café in the old Blockbuster store location at 12809 US 70 Business Highway West.

If you have any questions prior to or after this meeting, you may contact us at : 252-955-9329. Thank you.

Sincerely,



Tony Ro

cc: Clayton Planning Dept.

NEIGHBORHOOD MEETING SUMMARY FORM

FILL OUT THE FOLLOWING:

Date of Mailing: 07/08/2014

I hereby attest that letters were mailed to the addresses listed on the Adjacent Property Owners List (attached):

Printed Name: Tony Po

Signature: 

Date of Meeting: 07/18/2014

Time of Meeting: 6:00 PM

Location of Meeting: 12809-05 Highway 70 Clayton NC 27520

Meeting Summary/Minutes: provide a summary of the discussion held at the meeting, including issues raised and any changes made by the applicant as a result of the meeting.

No attendees.

Please write clearly (or submit a typed summary), and use additional sheets if necessary.

NEIGHBORHOOD MEETING ATTENDANCE ROSTER

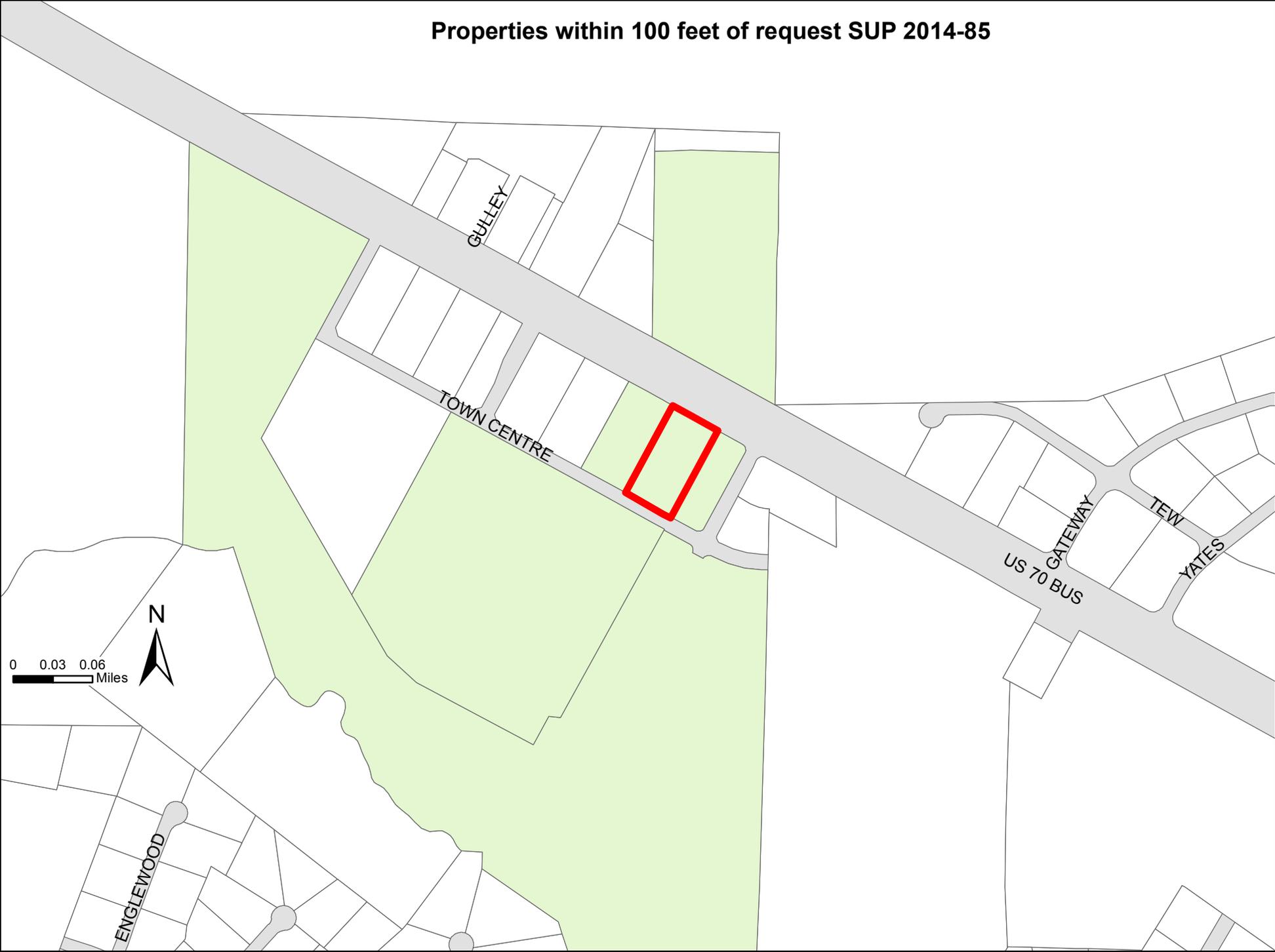
Applicant: MITO ENTERTAINMENT LLC / Tony Ro

Location/Date: 12809 US 70 Bus Hwy W. Clayton Nc. 27520

	NAME	ADDRESS
1		
2		
3		
4	No ATTENDANCE	
5	_____	
6	_____	
7		
8		
9		
10		
11		
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13		
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16		
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18		
19		
20		

DATE: 07/18/2014

Properties within 100 feet of request SUP 2014-85



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

Agenda Item: 5d

Meeting Date: 8-18-14

TITLE: Preliminary Subdivision PSD2014-12 for Riverwood Ranch Phase 2A.

DESCRIPTION: As noted in title.

RELATED GOAL: Business Community: Diverse & Profitable

ITEM SUMMARY:

Date:

Action:

Info. Provided:

8-18-14

Presentation

Ap, Map



Town of Clayton
Planning Department
111 E. Second Street, Clayton, NC 27520
P.O. Box 879, Clayton, NC 27528
Phone: 919-553-5002
Fax: 919-553-1720

Town Council

STAFF REPORT

Application Number: PSD 2014-12 (major subdivision)
Project Name: Riverwood Ranch Phase 2A

NC PIN: A portion of 177100-11-0255
Town Limits/ETJ: Town Limits
Overlay: None
Master Plan: Riverwood Ranch
Applicant: DC Adams Engineering, Inc.
Owners: Riverwood on the Neuse, LLC

Neighborhood Meeting: Not required (part of Planned Development)
Public Noticing: Property posted September 13, 2013

PROJECT LOCATION: The project is located within the Riverwood Ranch Planned Development, just northwest of the Food Lion Shopping Plaza and accessed from Pritchard Road.

REQUEST: The applicant is requesting a major subdivision / preliminary plat approval for Phase 2A of the Riverwood Ranch Planned Development to allow 15 single family residential lots, within Town Limits.

SITE DATA:

Acreage: 4.06 acres
Zoning: PD-MU (Planned Development – Mixed Use)
Existing Use: Vacant
Existing Impervious: None - property is vacant.

DEVELOPMENT DATA:

Proposed Uses: Single Family Residential
Buildings: 15 single family homes
Number of Stories: Maximum height of 40 feet

Impervious Surface:	Maximum 4,000 SF per lot. Max 45% for overall phase, including streets, lot impervious, and sidewalk.
Required Parking:	2 spaces per unit
Proposed Parking:	2 spaces per unit
Fire Protection:	The Town of Clayton Fire Department will provide fire protection.
Access/Streets:	Access will be provided off of Stetson Lane, which is accessed from Riverwood Ranch Blvd (off of Pritchard Road and directly across from Athletic Club Blvd).
Water/Sewer Provider:	Town of Clayton
Electric Provider:	Progress Energy

ADJACENT ZONING AND LAND USES (of total Parcel):

North:	Zoning:	Residential Estate (R-E)
	Existing Use:	Residential
South:	Zoning:	Residential-10 (R-10), Planned Development Mixed Use (PD-MU)
	Existing Use:	Single Family Residential (Riverwood Athletic Club), Commercial (Riverwood Ranch)
East:	Zoning:	Residential Estate (R-E)
	Existing Use:	Residential
West:	Zoning:	Residential Estate (R-E), Residential-10 (R-10)
	Existing Use:	Residential

STAFF ANALYSIS AND COMMENTARY:

Overview

The applicant is requesting preliminary subdivision plat approval for Phase 2A as depicted on the Riverwood Ranch Master Plan (most recently updated as Administrative Amendment 2014-89).

The applicant is requesting approval for a total of 15 single family lots (density of 3.7 dwelling units/acre). Proposed lot standards are presented on the preliminary subdivision plan.

The lots range in size from 0.19 acre to 0.27 acre.

Consistency with the Strategic Growth Plan

The request is consistent with the Strategic Growth Plan.

Consistency with Master Plan

The request is consistent with the Riverwood Ranch Master Plan.

Consistency with the Unified Development Code

The proposed development is consistent with and meets the applicable requirements of the Unified Development Code (UDC). Individual lot development specifications such as driveway placement will be required to meet all Town standards and be consistent with the provisions of the approved Master Plan and Final Plat.

Compatibility with Surrounding Land Uses

The proposed development is consistent with the approved Riverwood Ranch Master Plan, which shows this area to be single family residential. Single Family Residential is planned on the East, West, and North sides of this phase.

Landscaping and Buffering

A 20 foot landscape easement is proposed along Stetson Lane. This landscape easement is not required by the Unified Development Code, but has been proposed by the developer. Street trees are required along all rights-of-way at a rate of one canopy tree per lot or one every 40 linear feet (maximum 50 feet apart). Trees will be planted at a caliper of 2.5 inches and shall be at least 8 feet in height.

Recreation and Open Space

Recreation and open space requirements have been met by the overall Riverwood Ranch Planned Development.

Environmental

No environmental impacts are expected at this site. The site contains no riparian areas and is not located in a 100 year flood plain.

Signs

No signage is requested as part of this request.

Access/Streets

Access to the phase is provided off of Stetson Lane, a new road that will also provide access to the Riverwood Haven senior apartments. Stetson Lane is accessed off of Riverwood Ranch Blvd, which connects to Pritchard Road. Provisions are in place for a traffic signal to be placed at the intersection of Pritchard Road and Athletic Club Blvd/Riverwood Ranch Blvd when the following traffic warrants are met:

- 75 new residential permits are issued; or
- A commercial outparcel is under construction; or
- 24 months have passed (September 1, 2016)

Multi-Modal Access

5-foot sidewalks are provided along both sides of the street.

Architecture/Design

N/A.

Waivers/Deviations/Variances from Code Requirements

None.

CONSIDERATIONS:

- The applicant is requesting Preliminary Subdivision Plat approval for Phase 2A.
 - The Town Council approves major preliminary subdivision plats.
-

FINDINGS:

The applicant has addressed the Major Subdivision Approval Criteria outlined in UDC Section 155.706. The applicant’s Findings of Fact are incorporated into the record as “Attachment 1” of the Staff Report.

CONDITIONS:

If approved, staff recommends the following conditions be applied to the approval of the preliminary subdivision plan:

1. Following Board approvals, three copies of the final Preliminary Subdivision Plan meeting the requirements of the Conditions of Approval shall be submitted to Planning Department for final approval.
 2. The final plat and subsequent development of the site shall be consistent with the specifications of the approved Preliminary Subdivision Plan. Modifications may require additional approvals pursuant to Section 155.706 of the Unified Development Code.
 3. Development shall be consistent with the specifications of the approved Riverwood Ranch Planned Development Master Plan.
 4. All development fees shall be paid prior to final plat recordation, except that Capacity fees shall be paid prior to issuance of building permits.
 5. A homeowners’ association document shall be reviewed by staff and recorded prior to final plats. Such document shall assure responsibility for maintenance of all common facilities and provide adequate means for funding to do so.
-

PLANNING BOARD RECOMMENDATION:

Approval with the conditions in the staff report, which are the same conditions as presented in this staff report. See Attachment 2 – Planning Board Recommendation Form.

ATTACHMENTS:

- 1)** Subdivision Findings of Fact, **2)** Planning Board Recommendation Form, **3)** Zoning & Aerial Map, **4)** Application, **5)** Preliminary Subdivision Plan, **6)** Copy of Riverwood Ranch Master Plan

APPLICANT STATEMENT – MAJOR SUBDIVISIONS ONLY

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

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

THIS SUBDIVISION MEETS REQUIREMENTS OF THE TOWN'S SUBDIVISION REGULATIONS AND CONFORMS TO THE UDC.

- (2) That the subdivision will not be detrimental to the use or orderly development of other properties in the surrounding area and will not violate the character of existing standards for development of properties in the surrounding area.

THIS SUBDIVISION IS CONSISTENT WITH THE APPROVED MASTER PLAN AND WILL BE A BENEFIT TO THE COMMUNITY.

- (3) That the subdivision design will provide for the distribution of traffic in a manner that will avoid or mitigate congestion within the immediate area, will provide for the unified and orderly use of or extension of public infrastructure, and will not materially endanger the environment, public health, safety, or the general welfare.

THIS SUBDIVISION IS DESIGNED TO PROVIDE PROPER AND SAFE INGRESS + EGRESS TO PROPERTY FROM EXISTING AND PROPOSED STATE + TOWN STREETS.

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

THIS PLAN IS PART OF THE OVERALL MASTER PLAN FOR THE DEVELOPMENT AND IS CONSISTENT WITH PLANNING POLICIES ADOPTED BY THE TOWN.

TOWN OF CLAYTON, NC

PLANNING BOARD RECOMMENDATION FORM

Application Name & Number:

PSD 2014-12, Riverwood Ranch Phase 2A Preliminary Subdivision Plan

On July 28, 2014 the Planning Board heard the above-referenced request and made the following vote:

Recommendation of approval of the request with the conditions as presented by staff at the meeting.

Recommendation of approval of the request with the following amendments to the conditions presented by staff at the meeting:

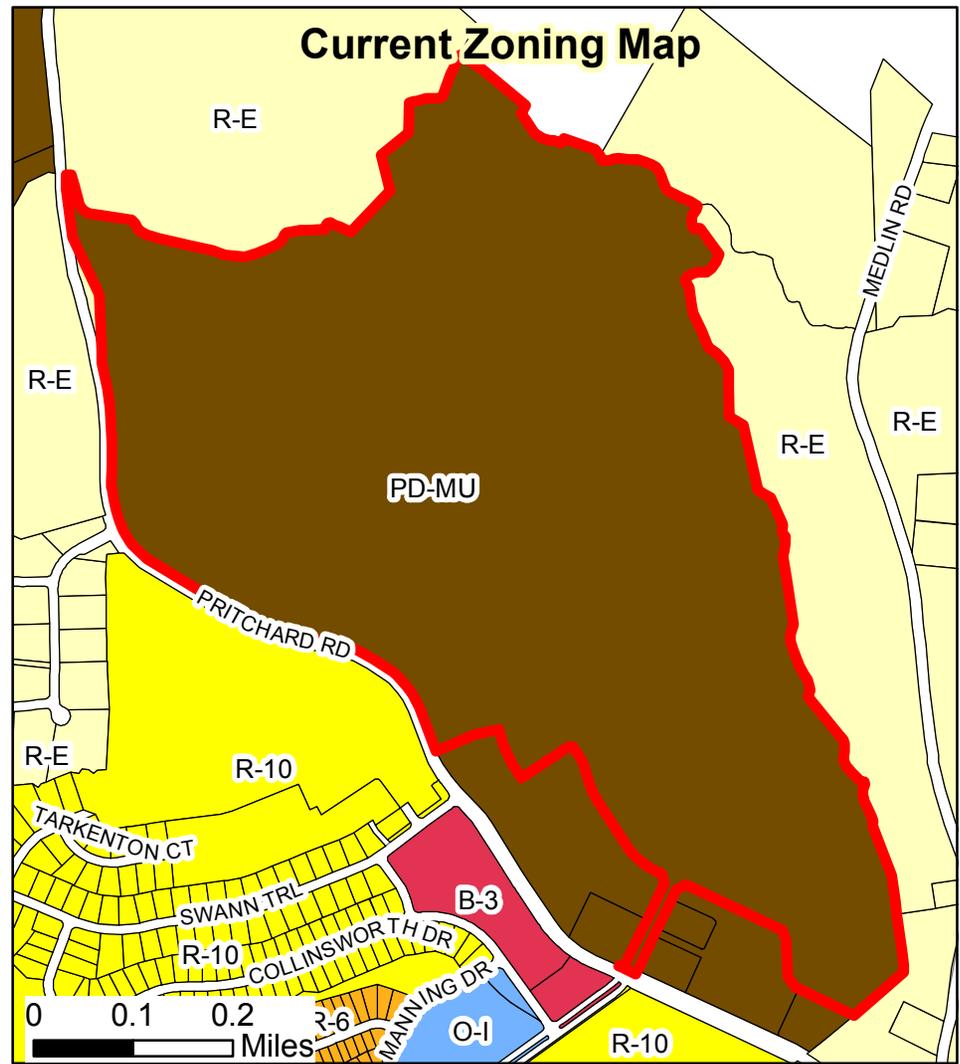
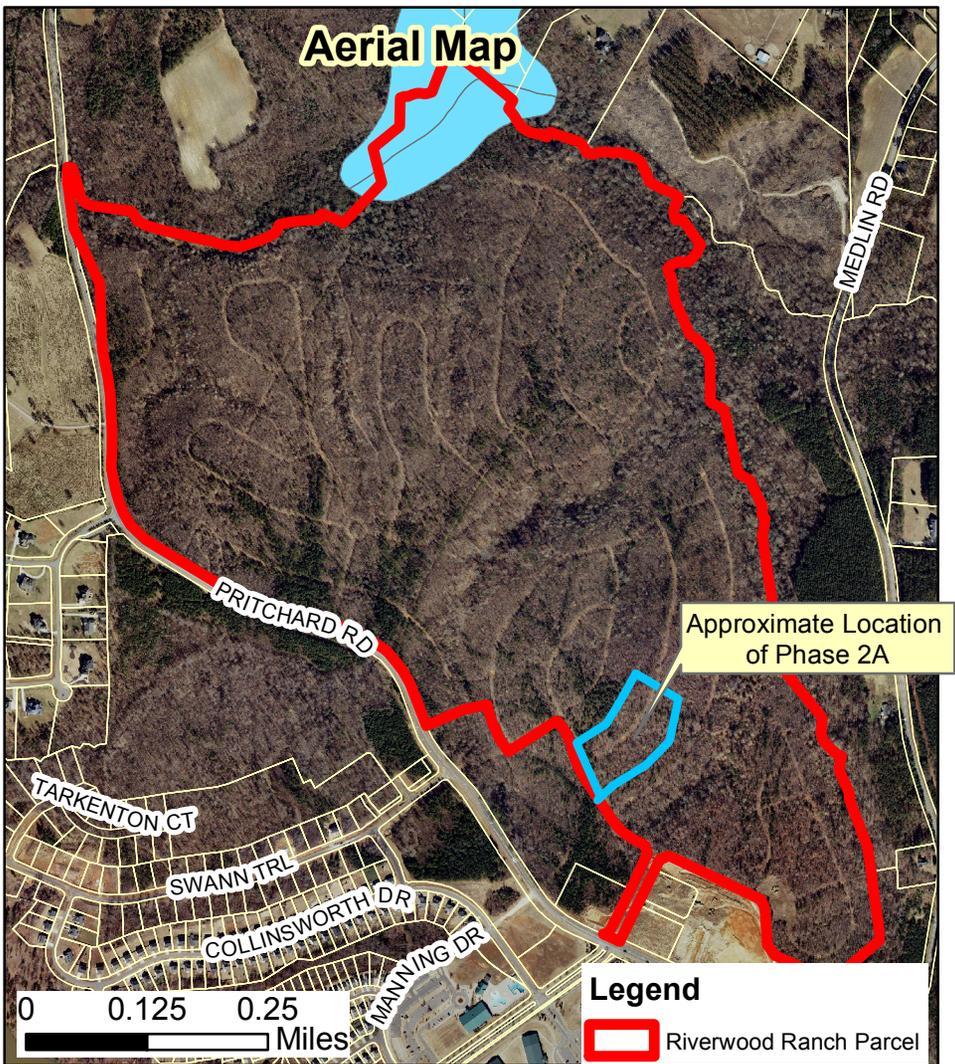
Recommendation of denial of the request.

Recommendation made this 28th day of July, 2014 while in regular session.

Signed:



Frank Price, Planning Board Chair

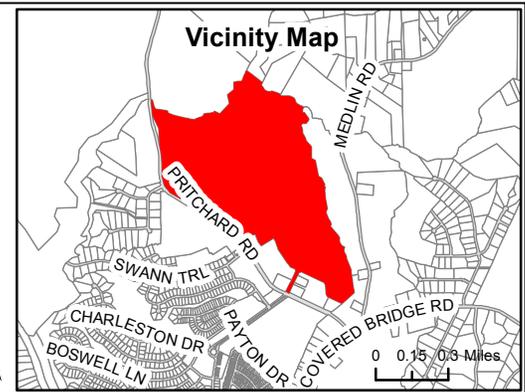


Riverwood Ranch Phase 2A - Preliminary Subdivision Plan

Applicant: DC Adams Engineering, Inc.
 Property Owners: Riverwood on the Neuse, LLC
 Parcel ID Number: A portion of 177100-11-0255
 File Number: PSD 2014-12

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

7/16/14





Town of Clayton
 Planning Department
 111 E. Second Street, Clayton, NC 27520
 P.O. Box 879, Clayton, NC 27528
 Phone: 919-553-5002
 Fax: 919-553-1720

SUBDIVISION APPLICATION

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

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

- *Minor Subdivision: \$200.00 + \$5.00/lot.*
- *Major Subdivision: \$400.00 + \$5.00/lot.*
- *Open Space Subdivision = \$700.00 + \$5.00/acre.*
- *Final Plat: \$250.00 + \$5.00/lot.*
- *Exempt Map/Recombination: \$100.00.*

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

SUBDIVISION TYPE:

Application Type:

- Minor Subdivision
 Major Subdivision
 Final Plat
 Exempt Map
 Recombination

SITE INFORMATION:

Name of Project: RIVERWOOD RANCH Acreage of Property: 9.64 ACS
 Preliminary Plat Approval Date (if applicable): N/A
 Parcel ID Number: 177100-11-0255 Tax ID: 16I02026B
 Location: STETSON DR - OFF OF RIVERWOOD RANCH BLVD (ACROSS PEITCHARD RD FROM RWAC)
 Section(s): _____ Phase(s): 2A
 Number of Lots (Existing): — (Proposed): 34 Min. Lot Size: 35'x75'
 Zoning District: PDMU Planned Development? (Y/N): Y Electric Provider: DUKE ENERGY PROGRESS
 Specific Use: SINGLE FAMILY RESIDENTIAL
 Recreation/Open Space Requirement:
 Fee in lieu
 Land Dedication (acreage) _____

FOR OFFICE USE ONLY

File Number: 2014-12 Date Received: 2/3/14 Amount Paid: _____

OWNER INFORMATION:

Name: RIVERWOOD ON THE MEUSE, LLC
Mailing Address: 400 RIVERWOOD DR, CLAYTON, NC 27527
Phone Number: 919-550-5056 Fax: N/A
Email Address: Brian.Strickland@fredsmithcompany.com

APPLICANT INFORMATION:

Applicant: DC ADAMS ENGINEERING, Inc
Mailing Address: 404 SWANNE TRAIL, CLAYTON, NC 27527
Phone Number: 919-763-7278 Fax: EMAIL
Contact Person: DONNIE ADAMS
Email Address: donnie@dcadamspe.com

REQUIRED PLANS AND SUPPLEMENTAL INFORMATION

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

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

APPLICANT AFFIDAVIT

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

DONNIE ADAMS
Print Name

[Signature]
Signature of Applicant

2/3/2014
Date

APPLICANT STATEMENT – MAJOR SUBDIVISIONS ONLY

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

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

THIS SUBDIVISION MEETS REQUIREMENTS OF THE TOWN'S SUBDIVISION REGULATIONS AND CONFORMS TO THE UDC.

- (2) That the subdivision will not be detrimental to the use or orderly development of other properties in the surrounding area and will not violate the character of existing standards for development of properties in the surrounding area.

THIS SUBDIVISION IS CONSISTENT WITH THE APPROVED MASTER PLAN AND WILL BE A BENEFIT TO THE COMMUNITY.

- (3) That the subdivision design will provide for the distribution of traffic in a manner that will avoid or mitigate congestion within the immediate area, will provide for the unified and orderly use of or extension of public infrastructure, and will not materially endanger the environment, public health, safety, or the general welfare.

THIS SUBDIVISION IS DESIGNED TO PROVIDE PROPER AND SAFE INGRESS + EGRESS TO PROPERTY FROM EXISTING AND PROPOSED STATE + TOWN STREETS.

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

THIS PLAN IS PART OF THE OVERALL MASTER PLAN FOR THE DEVELOPMENT AND IS CONSISTENT WITH PLANNING POLICIES ADOPTED BY THE TOWN.



Town of Clayton
Planning Department
 111 E. Second Street, Clayton, NC 27520
 P.O. Box 879, Clayton, NC 27528
 Phone: 919-553-5002
 Fax: 919-553-1720

OWNER'S CONSENT FORM

Consent is required from the property owner(s) if an agent will act on their behalf. A separate form is required from each owner. Consent is valid for one year from date of notary, unless otherwise specified. All fields must be completed.

Project Name: RIVERWOOD RANCH Address or PIN #: 177100-11-0255 + 177000-18-3995

AGENT/APPLICANT INFORMATION:

DC ADAMS ENGINEERING, INC
 (Name - type, print clearly)

404 SWANA TRAIL
 (Address)
CLAYTON, NC 27527
 (City, State, Zip)

I hereby give CONSENT to the above referenced agent/applicant to act on my behalf, to submit applications and all required materials and documents, and to attend and represent me at all meetings and public hearings pertaining to the following processes (list applicable requests):

MASTER PLAN
SUBDIVISION PLANS

FINAL PLANS

Furthermore, I hereby give consent to the party designated above to agree to all terms and conditions which may arise as part of the approval of this application.

I hereby certify that I have authority to execute this consent form as/on behalf of the property owner. I understand that any false, inaccurate or incomplete information provided by me or my agent will result in the denial, revocation or administrative withdrawal of this application, request, approval or permits. I further agree to all terms and conditions which may be imposed as part of the approval of this application.

OWNER AUTHORIZATION:

RIVERWOOD ON THE NEWSA, LLC
 (Name - type, print clearly)
[Signature]
 (Owner's Signature) FRED J. SMITH, JR.

400 RIVERWOOD DR
 (Address)
CLAYTON, NC 27527
 (City, State, Zip)

STATE OF NORTH CAROLINA
 COUNTY OF JOHNSTON

Sworn and subscribed before me 27th SUSAN V. JONES, a Notary Public for the above State and County, this the 27 day of JANUARY, 2014.

SEAL



[Signature]
 Notary Public

My Commission Expires: 03/14/15

PRELIMINARY PLAN REQUIREMENTS

The following information is required for all preliminary subdivision plans:

Provided

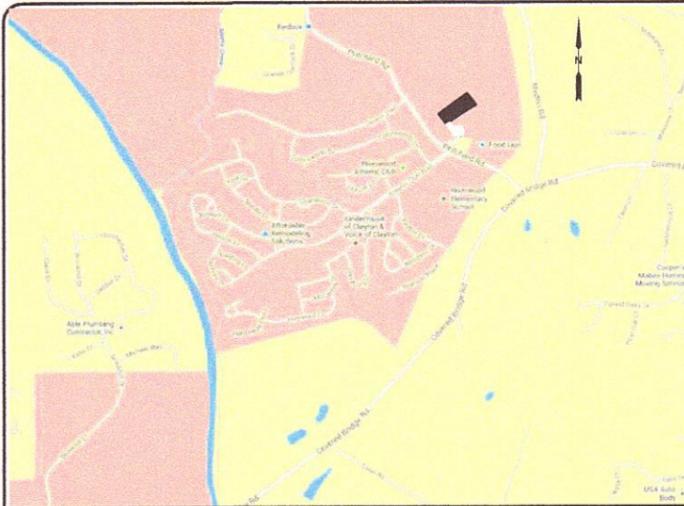
- | Yes | No | N/A | |
|-------------------------------------|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Plans are 18 ²⁴ inches by 24 ³⁶ inches with a scale no smaller than 1 inch = 100 feet. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Name of subdivision (including phase numbers if applicable) and plan type (Subdivision, Final Plat, Exempt Plat, or Recombination). |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Name of township, county, and state in which the property is located. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Vicinity sketch. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Provide project data in tabular form: |
| | | <input checked="" type="checkbox"/> | Area of tract in square feet and acres |
| | | <input checked="" type="checkbox"/> | Owner's name and address |
| | | <input checked="" type="checkbox"/> | Within Town limits or ETJ |
| | | <input checked="" type="checkbox"/> | Zoning of property (and any special conditions if applicable) |
| | | <input checked="" type="checkbox"/> | Number of lots per acre (density) |
| | | <input checked="" type="checkbox"/> | Acreage in Resource Conservation Areas (UDC § 155.500) |
| | | <input checked="" type="checkbox"/> | Indicate if the site is within a Watershed Protection Overlay |
| | | <input checked="" type="checkbox"/> | Annexation number (if applicable) |
| | | <input checked="" type="checkbox"/> | FEMA designated flood plain and floodway (including FIRM panel reference number and effective date) or certification that no flood plain exists within the subdivision. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Surveyor or professional engineer's name, seal, and registration number. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Date of survey and plat preparation. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <u>An accurately positioned north arrow</u> indicating true north, magnetic north, North Carolina grid ("NAD 83" or "NAD 27"), or is referenced to old deed or plat bearings. If the north index is magnetic or referenced to an old deed or plat bearings, the date and the source (if known) the index was originally determined is clearly indicated. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | The exact course and distance of every boundary line of the tract to be subdivided, fully dimensioned (metes and bounds) along with the location of intersecting boundary lines of adjoining lands in accordance with the North Carolina General Statutes § 47-30 - Plats and subdivisions; mapping requirements. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | All lot boundaries changed or eliminated by requested combination are indicated by dashed lines. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Accurate location and description of all monuments, markers and control points. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Blocks numbered consecutively throughout entire subdivision with lots numbered consecutively in each block. Lot numbers shall be placed in a circle or labeled "Lot ___". |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | The names of adjacent landowners, or lot, block, parcel, subdivision designations or other legal reference where applicable. |

- | | | | |
|-------------------------------------|--------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Location and width of all existing and proposed rights-of-way, Resource Conservation Areas, easements and areas dedicated to public use with the purpose of each stated where crossing or forming any boundary line of the property shown. Sight triangles noted where required. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Location of all existing buildings and structures. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Minimum building setbacks are noted. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Location of all existing and proposed utilities (water, sewer, electric, natural gas, etc.). |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Location of all existing and proposed fire hydrants. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Location of all existing and proposed drainage structures. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Proposed streets are labeled, named and dimensioned. Street names must be approved by Johnston County. Correct street cross section detail provided. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Location, purpose and dimensions of areas to be used for purposes other than residential and public. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Any other information considered by either the applicant or the town to be pertinent to the review. |

FINAL PLAN REQUIRMENTS

In addition to the information listed above, the following information is required for all final subdivision plans:

- | Provided | | | |
|--------------------------|--------------------------|-------------------------------------|--|
| Yes | No | N/A | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | All lot boundaries changed or eliminated by requested combination are indicated by dashed lines. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Approved street names are labeled. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Width and type of buffer is noted (if applicable). |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Verification of minimum Finished Floor Elevation (FFE). The minimum FFE must be at least two feet above the Base Flood Elevation (BFE) on properties affected by FEMA 100 year flood plain. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Indicate the boundaries of any greenway dedicated to the Town of Clayton and label "Public Greenway Dedicated to the Town of Clayton." |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Resource Conservation Areas must be shown and dimensioned on the plat. The following note must also be provided:
<i>"The Resource Conservation Area shown hereon is being provided per the requirements of Article 5 of the Town of Clayton's Unified Development Code. This Resource Conservation Area must be preserved in perpetuity."</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | If streets are to remain private: <ul style="list-style-type: none"> <input type="checkbox"/> The Home Owners Association (HOA) documents must be approved by the Town Attorney <input type="checkbox"/> Streets are labeled "Private Streets – No Town Maintenance" |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Any other information considered by either the applicant or the town to be pertinent to the review. |



VICINITY MAP NOT TO SCALE



NOTE:
A COMPLETE SET OF CONSTRUCTION DRAWINGS FOR WATER, SEWER, EROSION CONTROL, GRADING AND STREET EXTENSION TO BE SUBMITTED TO AND APPROVED BY TOWN'S PLANNING ENGINEERING DEPARTMENT PRIOR TO CONSTRUCTION.

**PUBLIC
TYPICAL RESIDENTIAL STREET
50' RIGHT OF WAY W/
SIDEWALK**

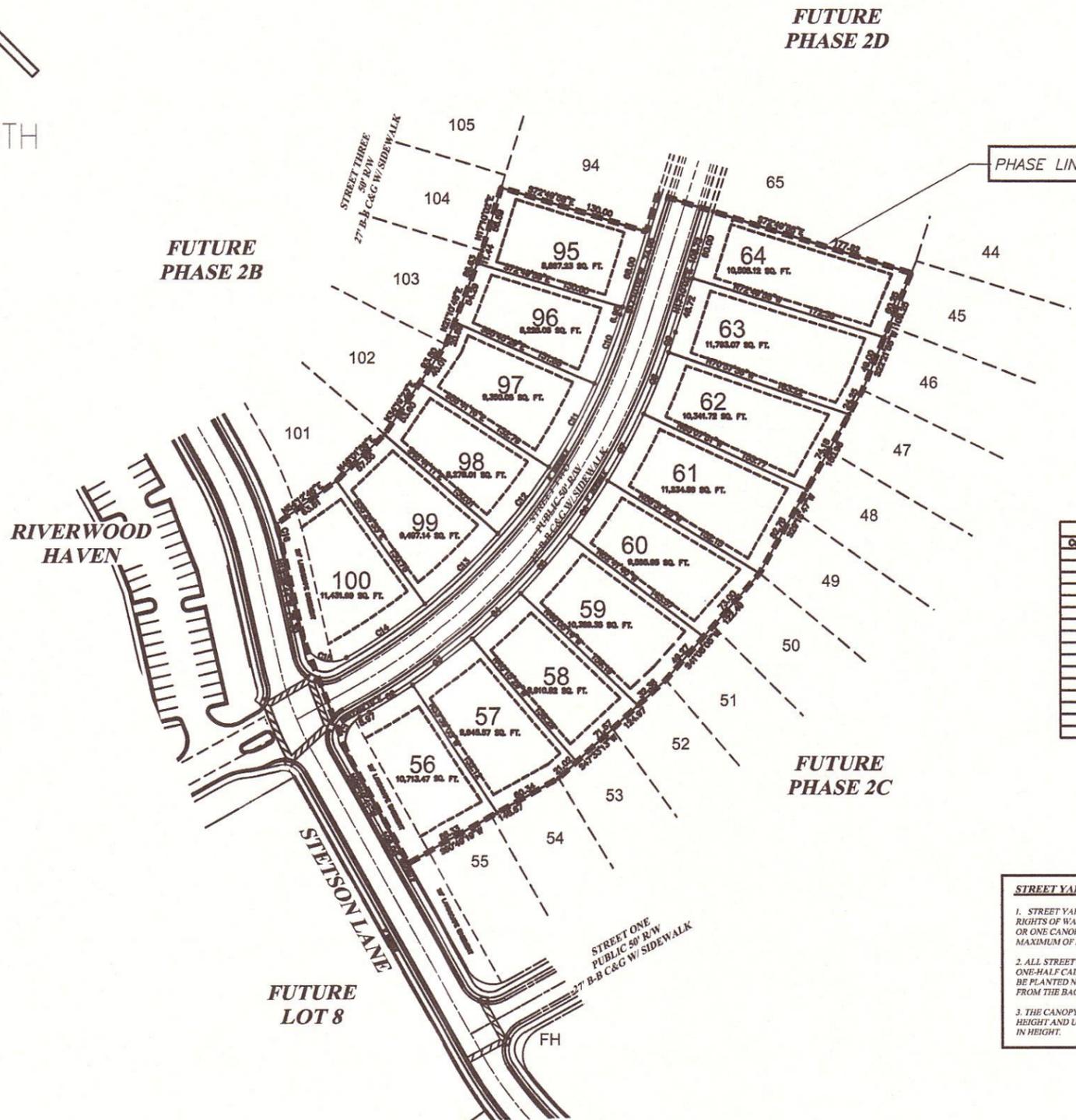


SITE INFORMATION

- OWNERS: RIVERWOOD ON THE NEUSE, LLC
400 RIVERWOOD DR
CLAYTON, NC 27527
- PARCEL #: A PORTION OF 177000-19-0251
- TAX #: A PORTION OF 161020269
- SITE IS LOCATED IN CLAYTON TOWN LIMITS
- TOWNSHIP: WILDERS
- TOTAL SITE ACREAGE = 4.06 ACS (176,645 SF)
- CURRENT ZONING: PDMU
- PROPOSED LOTS = 15
- PROPOSED DENSITY = 3.71 LOTS/ACRE
- NO PORTION OF THE PROPERTY IN THIS PHASE LIES WITHIN THE 100YR FLOOD PLAIN.
- THE DEVELOPER WILL BE RESPONSIBLE FOR THE REPLACEMENT OF ANY DAMAGED TREES WITHIN ANY LAND USE BUFFER.
- MAXIMUM IMPERVIOUS AREA = 80,212 SF (INCLUDING STREETS, SIDEWALK, ALLEYS AND 4000SF PER LOT) = 45%
- WATER AND SEWER PROVIDED BY TOWN OF CLAYTON

LOT STANDARDS TABLE

PHASE	UNIT TYPE	AREA (ACS)	# OF UNITS	MIN. LOT WIDTH (FT)	MIN. LOT DEPTH (FT)	MIN. LOT AREA (SF)	MAX. LOT COVERAGE	MAX. IMPERVIOUS AREA PER LOT (SF)	SETBACKS				MIN. BLDG. SEPARATION (FT)	MAX. BLDG. HEIGHT (FT)
									FRONT (FT)	SIDE (FT)	REAR (FT)	STREET SIDE (FT)		
2A	SINGLE FAMILY	4.06	15	35	75	4800	45%	4000	20	6	5	12	10	40
	TOTALS	4.06	15											



NOT RELEASED FOR CONSTRUCTION

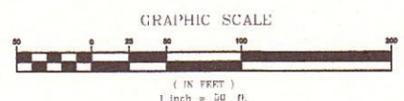


REVISED
4:40 pm, Jul 21, 2014

CURVE TABLE

Curve	Length	Radius	Chord Bearing	Chord
C1	39.27	28.00	N18°40'10"E	38.38
C2	44.10	685.00	N88°38'04"E	44.09
C3	68.18	685.00	N83°02'44"E	68.12
C4	67.48	685.00	N46°48'30"E	67.48
C5	68.18	685.00	N40°38'33"E	68.12
C6	67.48	685.00	N34°23'28"E	67.48
C7	68.18	685.00	N28°10'22"E	68.12
C8	67.48	685.00	N21°57'16"E	67.48
C9	18.47	685.00	N18°06'15"E	18.47
C10	63.99	615.00	S20°45'17"W	63.98
C11	61.53	615.00	S28°46'38"W	61.44
C12	71.92	615.00	S37°18'48"W	71.88
C13	87.71	615.00	S46°11'33"W	87.60
C14	81.90	615.00	S55°37'37"W	81.81
C15	48.84	28.00	N86°08'53"W	40.28
C16	28.671	328.00	N14°44'30"W	28.67

- STREET YARD TREES**
- STREET YARD TREES SHALL BE REQUIRED ALONG ALL RIGHTS OF WAY AT THE RATE OF ONE CANOPY TREE PER LOT OR ONE CANOPY TREE FOR EVERY 40 LINEAR FEET (SPACE A MAXIMUM OF 50 FEET APART).
 - ALL STREET YARD TREES SHALL BE A MINIMUM OF TWO AND ONE-HALF CALIPER INCHES AT TIME OF PLANTING AND SHALL BE PLANTED NO LESS THAN FIVE FEET OR MORE THAN 15 FEET FROM THE BACK OF THE SIDEWALK.
 - THE CANOPY TREES SHALL BE AT LEAST EIGHT FEET IN HEIGHT AND UNDERSTORY TREES SHALL BE AT LEAST SIX FEET IN HEIGHT.



DC ADAMS ENGINEERING, INC
 404 SWANN TRAIL, CLAYTON, NC 27527
 (919) 763-7278
 domie@dcadamspe.com
 FIRM # C-3894
 RIVERWOOD RANCH
 FRED SMITH COMPANY, CLAYTON, NC 27527
 SUBDIVISION PLAN FOR PHASE 2A (GRAVITY)
 FILE NO. 14-000000
 DESIGN: DCA
 CHECKED: DCA
 HORIZONTAL SCALE: 1"=100'
 VERTICAL SCALE: 1"=10'
 DATE: 6/23/2014
 SHEET: 1 OF 2



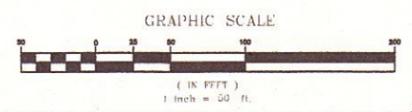
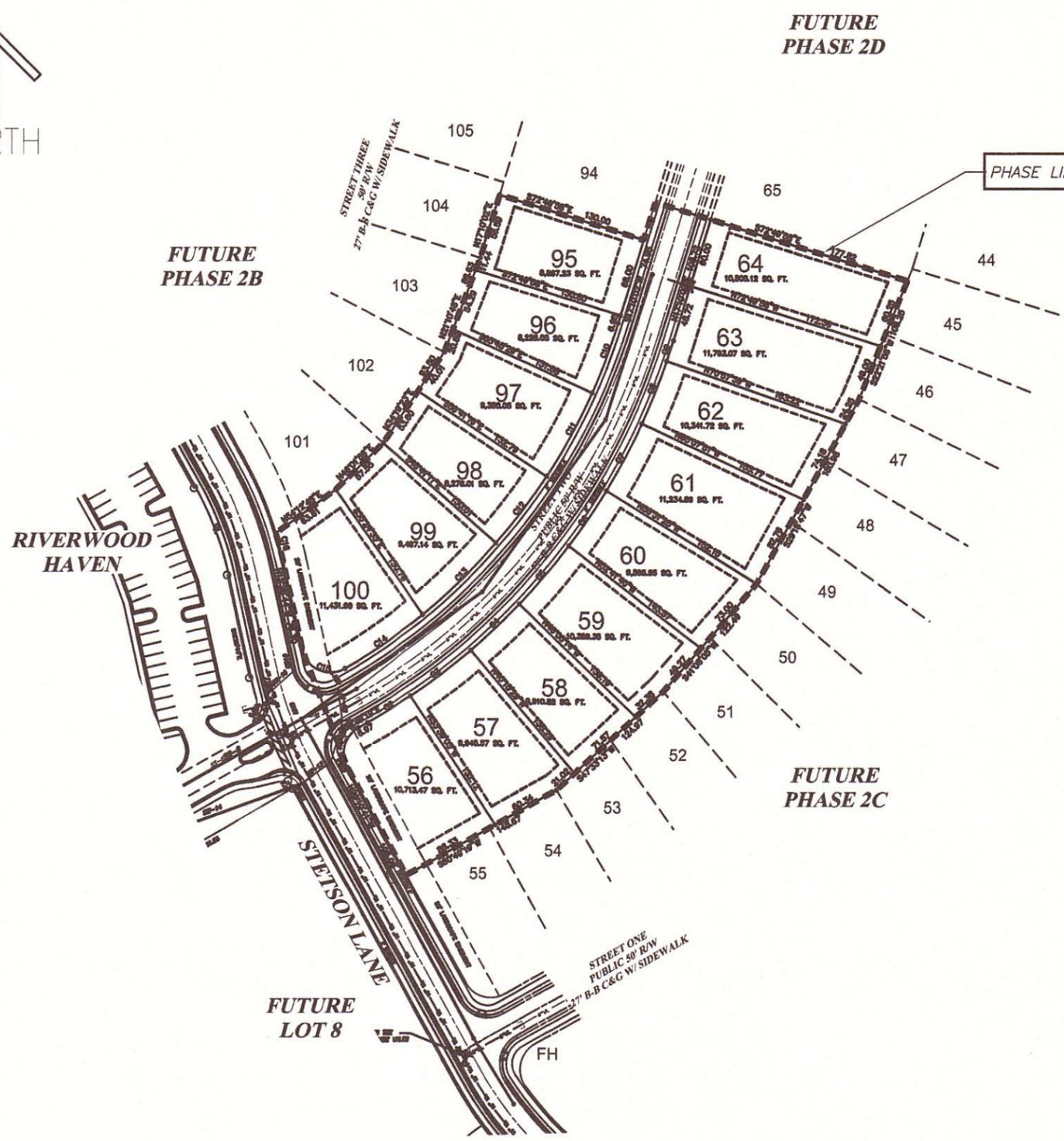
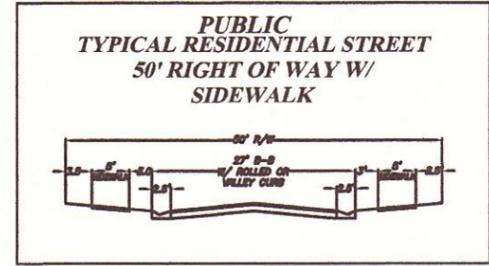
NOT RELEASED FOR
CONSTRUCTION



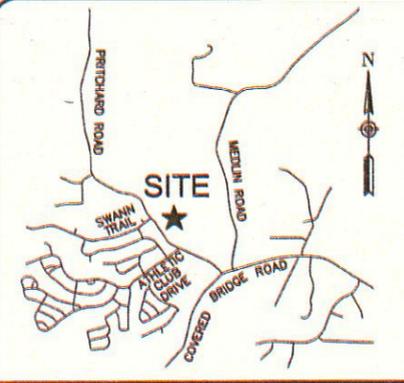
DA Adams

REVISED
4:41 pm, Jul 21, 2014

NOTE:
A COMPLETE SET OF CONSTRUCTION
DRAWINGS FOR WATER, SEWER,
EROSION CONTROL, GRADING AND
STREET EXTENSION TO BE SUBMITTED
TO AND APPROVED BY TOWN'S
PLANNING ENGINEERING DEPARTMENT
PRIOR TO CONSTRUCTION.

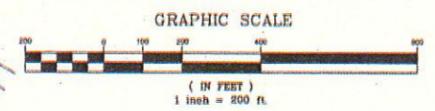


REVISIONS PER TOWN COMMENTS 7/17/2014
DC ADAMS ENGINEERING, INC
404 SWANN TRAIL, CLAYTON, NC 27527
dominic@dcadamspe.com (919) 763-7278 FIRM # C-3894
RIVERWOOD RANCH
FRED SMITH COMPANY, CLAYTON, NC 27527
SUBDIVISION PLAN FOR
PHASE 2A (UTILITIES)
FILE
DESIGN: DCA
DRAWN: DCA
CHECKED: DCA
HORIZONTAL SCALE
1" = 100'
VERTICAL SCALE
N/A
DATE:
7/14/2014
JOB NO.
SHEET
20
of
2



VICINITY MAP

- Previous Conditions from past Master Plan approval:
1. A final plan for improvements to Pritchard Road in Phases 1 & 2, based upon recommendations and review comments for the Traffic Impact Analysis, shall be approved by NCDOT, the Town of Clayton, and the developer prior to approval of any driveway permits. (Submitted by Planning Board)
 2. A 12 foot wide and 12 foot high barrier wall shall be constructed at the intersection of Pritchard Road and the site.
 3. Left turn lane into the development from the east bound approach on Pritchard Rd will be constructed.
 4. Driveway will be a left and right in and right out city design (no left turn movements).
 5. A 12 foot wide and 12 foot high barrier wall shall be constructed along Pritchard Rd that be required across the bridge of Phase 2, at that phase driveway and a right turn lane at the intersection of Pritchard Road and the site.
 6. Installation of 20 foot additional right-of-way on Pritchard Rd will be required on an bridge of Pritchard Road and a 12 foot wide barrier wall to Town of Clayton standards will be constructed on the bridge as well, plus signage.
 7. The improvements specified in 1, 2, 3, 4, 5, 6, and 7 shall be completed prior to the start of construction of Phase 1 of Riverwood Ranch.
 8. Unless otherwise noted, a traffic impact study shall be prepared at the developer's expense at intersection of Pritchard Road and Pritchard Rd.
 9. All driveway connections to Pritchard Road will require a minimum protective area of 100 feet.
 10. The plan for the construction and maintenance of the site shall be approved by the Planning Board.
 11. A wastewater treatment plant must be extended and approved by Town Council prior to starting the Master Plan.
 12. Plans for an public facilities shall be approved by the Town of Clayton Public Works Department subject to their specifications.
 13. A revised Traffic Impact Analysis shall be prepared at the developer's expense to the development plan must be approved prior to the issuance of a zoning compliance permit for commercial lot 10.



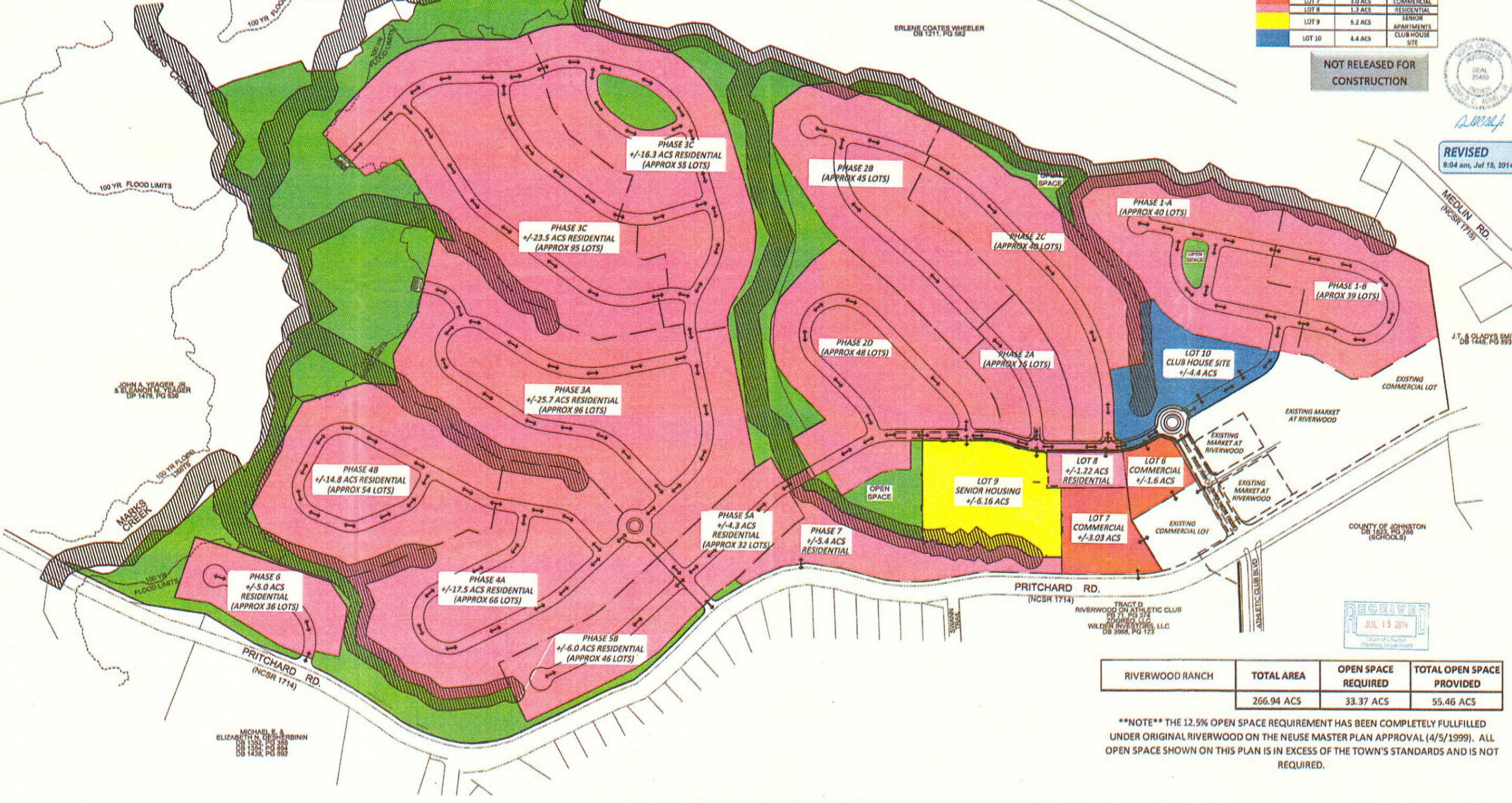
- SITE DATA:**
1. TOTAL AREA FOR RIVERWOOD RANCH = +/- 266.94 ACS
 2. PIN 177100-11-0255, 17000-18-3995
 3. CURRENT ZONING = PDMU
 4. MAXIMUM DWELLING UNITS ALLOWED = N/A
 5. A CLASS "C" BUFFER IS REQUIRED FOR ENTIRE PERIMETER OF THE PDG.
 6. ALL OUTLET POINTS IN THE STORM WATER SYSTEM WILL BE RELEASED VIA SHEET FLOW INTO NATURAL DRAINAGE WAYS.
 7. THE WATER SYSTEM & GRAVITY SEWER SYSTEM WILL BE EXTENSIONS OF THE EXISTING SYSTEMS IN RIVERWOOD ATHLETIC CLUB AND ALONG PRITCHARD ROAD.
 8. DRIVEWAYS ARE SUBJECT TO NCDOT AND TFC APPROVAL.
 9. STREET YARD TREES: SPACED EVERY 40 LINEAR FEET (MAX. 50' APART)
 10. EXISTING TREES WILL BE PROTECTED TO THE MAXIMUM EXTENT PRACTICAL.
 11. PROPOSED USE AND ACREAGE VARY BY PHASE PER THE TABLE BELOW:

PHASE	ACREAGE	PROPOSED USE
1	20.5 ACS	SINGLE FAMILY
2	25.8 ACS	SINGLE FAMILY
3	23.5 ACS	SINGLE FAMILY
4	27.3 ACS	SINGLE FAMILY
5	10.3 ACS	DUPLEXES
6	5.0 ACS	DUPLEXES
7	3.4 ACS	MULTI-FAMILY
LOT 9	1.6 ACS	COMMERCIAL
LOT 7	3.0 ACS	COMMERCIAL
LOT 8	1.2 ACS	RESIDENTIAL SENIOR
LOT 9	6.2 ACS	APARTMENTS CLUB HOUSE SITE
LOT 10	4.4 ACS	CLUB HOUSE SITE

NOT RELEASED FOR CONSTRUCTION



REVISED 9:04 am, Jul 15, 2014



RIVERWOOD RANCH	TOTAL AREA	OPEN SPACE REQUIRED	TOTAL OPEN SPACE PROVIDED
	266.94 ACS	33.37 ACS	55.46 ACS

NOTE THE 12.5% OPEN SPACE REQUIREMENT HAS BEEN COMPLETELY FULLFILLED UNDER ORIGINAL RIVERWOOD ON THE NEUSE MASTER PLAN APPROVAL (4/5/1999). ALL OPEN SPACE SHOWN ON THIS PLAN IS IN EXCESS OF THE TOWN'S STANDARDS AND IS NOT REQUIRED.

DC ADAMS ENGINEERING, INC.
 404 SWANN TRAIL, CLAYTON, NC 27527
 dcadams@dcadamseng.com (919) 763-7278 FIRM # C-3894

RIVERWOOD RANCH
 FRED SMITH COMPANY
 400 RIVERWOOD DR., CLAYTON, NC 27527

MASTER PLAN

FILE: RIVERWOOD-SCM01
 DESIGN: DCA
 DRAFTER: DCA
 CHECKED: DCA
 VERIFICATION SCALE: 1"=40'
 VERTICAL SCALE: N/A
 DATE: 12/21/2011
 SHEET: 1 OF 1

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

Agenda Item: 6a

Meeting Date: 8-18-14

TITLE: Budget Amendment for Police Special Revenue Fund.

DESCRIPTION: The Police Department receives special funds through forfeitures, seizures, and tax stamps for drug related enforcement activities. These funds must be accounted and budgeted separate from the regular operating budget.

RELATED GOAL: Safest, Healthiest Town in Triangle Area

ITEM SUMMARY:

Date:
8-18-14

Action:
Presented

Info. Provided:
Amendment

Town of Clayton
Amendment to the FY 14-15 Budget

BE IT HEREBY ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON that the following amendments shall be made to the FY 14-15 Budget:

Fund: General Fund and Police Special Revenue Fund

Line Item	Previous Appropriation	Adjustment	Revised Appropriation
Expenditures			
100-50-00-55 06	Drug Seizure Funds – State \$0	+5,971	\$5,971
212-55 05	Drug Seizure Funds – Federal \$0	+6,835	\$6,835
Revenue			
100-40-00-48 99	Fund Balance Appropriated \$1,501,893	+5,971	\$1,507,864
212-48 99	Fund Balance Appropriated \$0	+6,835	\$6,835

-Explanation: Amendment necessary to reflect the appropriation of Fund Balance to purchase equipment for police investigations with the proceeds from unauthorized substance tax distributions (USTD) from the State and forfeited property from the U.S. Department of Justice Asset Forfeiture Program, which were received in prior years. The General Statutes (G.S. 105-113.113) mandates the Department of Revenue to distribute 75% of the USTD funds to the local law enforcement agency that conducted the investigation of a dealer that led to the assessment. The State establishes a special nonreverting account for the USTD funds. The Controlled Substances Act, Section 881(e)(3) of Title 21, United States Code authorizes the sharing of forfeited property. All funds received from USTD and the forfeiture program are restricted to directly enhancing the law enforcement activities of the Clayton Police Department.

Duly adopted this ____ day of _____, 2014 while in regular session.

Jody L. McLeod
Mayor

Attest:

Nancy Medlin
Deputy Town Clerk

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

Agenda Item: 7a

Meeting Date: 8-18-14

TITLE: Cemetery Grave Openings- Letter Received.

DESCRIPTION: The Council has received a request for reconsideration of the current fee for the opening of graves in relation to burial of cremains.

RELATED GOAL: Value for Taxes and Public Fees

ITEM SUMMARY:

Date:

Action:

Info. Provided:

8-18-14

Discussion

Letter & Invoice

LEVINSON LAW FIRM, P.A.

ATTORNEYS AND COUNSELLORS AT LAW

JAMES R. LEVINSON
J. LEE LEVINSON

P.O. BOX 117
124 EAST MAIN STREET
BENSON, NORTH CAROLINA 27504
PHONE (919) 894-2518 • (919) 894-3466
FAX (919) 894-4108
email: levinsonlaw@embarqmail.com

219 JOHNSTON STREET
SMITHFIELD, NORTH CAROLINA 27577
PHONE (919) 934-8553
FAX (919) 934-5110

July 23, 2014

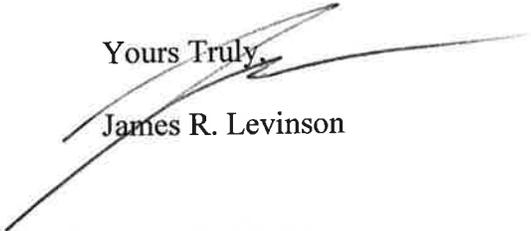
Town of Clayton
Attention: Town Council
P.O. Box 879
Clayton, N.C. 27520

RE: Maplewood Cemetery Grave opening/closing charges

Dear Sirs:

I am writing in regards to the enclosed invoice. While we certainly can and will pay it, I think the council should reconsider the cost of opening and closing a grave for cremations. These days, more and more people are involved in cremation and it is unreasonable to charge \$1,000.00 have someone take a shovel, dig an 18 inch deep hole to bury a cloth bag, not much larger than a coffee cup and then cover it back up. Particularly, when the families may be facing a lot of other bills, it is simply too much. The family, of course, has already paid for the gravesite. I can certainly understand that cost if the town has to bring in a backhoe to dig a hole big enough for a casket and then cover it up but you may want to revisit that cost. I spoke with Stella Gibson at the operations center and said that when the town set this fee some years ago, the question came up about cremations and the council said that they would revisit it at a later date.

Yours Truly,


James R. Levinson



Remit Payment To:

Town of Clayton
PO Box 879
Clayton, NC 27528

INVOICE

Billing Date: 07/11/2014
Due Date: 07/25/2014
Invoice Number: GRAVE-2015-00000001
Customer Number: 11797

Total Due: \$1,000.00

Ginger Levinson
P.O. Box 851

Clayton, NC 27528

BILL PAYMENT OPTIONS

- BY MAIL – Please enclose the top portion of your bill with your check or money order and mail to remit address above.
- IN PERSON – At Customer Service, located in Town Hall, 111 E. Second St. Please bring your bill with you.
- DROP BOX – Located in front of Town Hall, 111 E. Second St. Please insert check or money order with the top portion of your bill in an envelope.

PAYMENT TERMS

WHEN BILLS ARE PAST DUE: An account is considered PAST DUE if payment has not been received by 5:00pm on the due date.
----- tear here -----

Please remit the top portion with payment

Town of Clayton
PO Box 879
Clayton, NC 27528

Billing Date: 07/11/2014
Due Date: 07/25/2014
Total Due: \$1,000.00

Invoice Number: GRAVE-2015-00000001
Customer Number: 11797

Description: Maplewood Cemetery

Description		Total Price
Grave Opening	Interment of Ann Duncan Earp in Maplewood Cemetery Section L, Plot 974, Grave B	\$900.00
Grave Marker	Footstone Marker for Ann Duncan Earp Maplewood Cemetery Section L, Plot 974, Grave B	\$100.00

Invoice Total: \$1,000.00
Prepaid Amount: (\$0.00)
Balance Due: \$1,000.00

RETURNED CHECK CHARGES: In accordance with North Carolina Law (G.S. 25-3-512) a fee is charged for each returned check.

CUSTOMER RIGHTS: The customer has the right to request a review by the Town's Finance Director if a billing error cannot be resolved with the Finance Department. Please contact the Finance Director at Town Hall, 111 E. Second St., Clayton, NC or by telephone (919) 553-5002 between the hours of 8:00am and 5:00pm Monday through Friday.

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

Agenda Item: 7b

Meeting Date: 8-18-14

TITLE: Retail Study and Recruitment Contract.

DESCRIPTION: Working through ElectriCities Economic Development staff the Town has identified a consultant to assist with retail sector economic development. Normal Cost for services is \$90,000 over three years. By working through ElectriCities the contract is **REDUCED TO \$76,000 over 3 years with ElectriCities paying half.** Total cost to Town over 3 years is \$38,000, a 58% discount from standard. Services include business analysis and active recruitment with key contacts in retail sector.

RELATED GOAL:

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
8-18-14	Discussion	Proposal & Contract



**AGREEMENT TO PROVIDE
PROFESSIONAL CONSULTING AND RELATED SERVICES**

THIS AGREEMENT is entered into by and between Retail Strategies, LLC, an Alabama limited liability company (hereinafter referred to as “Consultant”) and the Town of Clayton, North Carolina (hereinafter referred to as “Client”) on this the ___ day of _____, 2014, as follows:

WHEREAS, the Client desires to have performed those services identified on Exhibit A attached hereto (the “Project”) for the Town of Clayton, NC, which it believes will promote the efficient operation of the Client; and,

WHEREAS, Consultant has made a proposal to the Client to provide consulting services related to the Project to Client as further set forth below.

W-I-T-N-E-S-S-E-T-H:

NOW, THEREFORE, this agreement is made and entered into on the date first above written by and between the Client and Consultant, by which Consultant will provide professional consulting and related services to the Client as hereinafter specified, through individuals possessing a high degree of professional skill where the personality of the individual will play a decisive role as follows:

1. SCOPE OF SERVICES

Consultant agrees, for the consideration as stated herein, to provide professional consulting and related services to the Client for the Project as set out in Exhibit A.

2. TIME OF PERFORMANCE

Consultant shall provide services pursuant to this agreement and expeditiously and in good faith conduct its work in such a manner as to complete its commitments for Client within three (3) calendar years which shall be calculated as August 2014 to August 2017.

Consultant shall commence, carry on and complete the Project with all practicable dispatch, in a sound, economical and efficient manner, in accordance with the provisions hereof and applicable laws. In accomplishing the Project, Consultant shall take such steps as are appropriate to insure that the work involved is properly coordinated with related work and policies being carried on by the Client.

3. COMPENSATION

Retail Strategies standard consulting agreement with municipalities in North Carolina is \$48,000 for year one and \$24,000 for each of the years two and three. ElectriCities of North Carolina has negotiated a 32% discounted rate with Consultant in the amount of \$35,000 for year one and \$18,000 for each of the years two and three to be offered to cities within the ElectriCities footprint. As part of this initiative, ElectriCities has agreed to provide partial funding for each identified Town, herein referred to as "Client". ElectriCities agrees to pay Consultant for the services as set forth herein, the sum of **\$15,000** of the first year fee. Payment from ElectriCities in the amount of **\$15,000** is to be made upon separate agreement and receipt of the invoice from Retail Strategies, LLC. The balance due from Client will be in the amount of **\$20,000** of the year one compensation. Client will remit payment to Consultant upon receipt of invoice but no later than within thirty (30) days from receipt of invoice. Client is responsible for years two and three in the amount of **\$18,000** per year payable in the same manner as set forth above. Payment from ElectriCities in the amount of **\$9,000** is to be made upon separate agreement and receipt of the invoice from Retail Strategies, LLC. The balance due from Client will be in the amount of **\$9,000** of the year two and three compensation. Should ElectriCities funding not be approved for years two and three, Client is responsible for the full amount. Client shall have the right to renew the contract for additional years, starting in year four, at the rate of **\$20,000** per year and thereafter, as mutually agreed between Client and Consultant. Client acknowledges that affiliates of Consultant act in the capaTown of a real estate brokerage service business and may earn fees for services including brokerage, development, leasing and management fees in the performance of such affiliates services as part of the scope of the Project.

4. CLIENT RESPONSIBILITIES

In addition to paying Consultant for services according to the preceding paragraph, the Client shall also provide for Consultant: access to its relevant personnel, facilities, and materials including, but not necessarily limited to, those items specified in Consultant's proposal to Client, and such records, reports, and information as reasonably requested by Consultant and in Client's possession.

5. LEVEL OF COMPETENCE

Consultant represents and warrants to the Client that it and all of its employees that will be working on the project for the Client are qualified and competent to perform the services required. Such personnel shall not be employees of or have any pre-existing contractual relationship with the Client. All of the services required hereunder will be performed by Consultant or under its supervision.

The Project Directors for the performance of services by Consultant pursuant to the terms and conditions of this agreement shall be Lacy Beasley, Chuck Branch and Robert Jolly, or other employees as deemed necessary by Consultant. Consultant may also use additional employees to assist with the performance of this Agreement as Consultant deems appropriate in Consultant's discretion.

6. MATERIALS/CONFIDENTIALITY

The Client agrees to cooperate with and provide Consultant with access to facilities and information within its reasonable possession and control, requested by Consultant for its review and use in performing the services herein. Provided, however, all such documents, information, results, memoranda and all other written information ("information") shall be held confidential by Consultant and any of its sub-contractors and shall not, without the prior written consent of the Client, be used for any purpose other than the performance of this agreement nor be disclosed to any other entity not connected with performance of this agreement. Upon completion of services, Consultant shall return all such information to the Client. The Client shall retain ownership of all such information provided by Client.

7. INTELLECTUAL PROPERTY

The Client and Consultant, jointly and separately, acknowledge and agree that the intellectual property of both parties shall remain owned by the respective party. With the exception of Consultant's periodic and final reports generated for performance of this agreement to or for the Client, reports, memorandums, electronic mail, facsimile transmissions and other written and prepared documents shall be owned by the party who authored, generated or who originally possessed the same and nothing in this agreement shall contravene said rights.

8. INFORMATION AND REPORTS

Consultant shall furnish an electronic version of a final written report and such periodic reports concerning the status of the project as may be requested by the Client's representative pursuant to the schedule to be provided by Consultant. Consultant shall furnish the Client, upon request, with electronic copies of all documents and other material prepared or developed in relation with or as part of the project. Such requests shall be reasonable and within normal business practices for such work.

9. COPYRIGHT INFORMATION

The Client acknowledges that all intellectual property developed during the course of this agreement by Consultant shall belong exclusively to Consultant. However, the Client may utilize any of the foregoing for and on behalf of its internal operations, but will take steps reasonably necessary with its employees with respect to the use, copying, protection and security of the foregoing.

10. APPLICABLE LAWS

Consultant shall register and comply with all State or Federal laws and/or regulations as they may relate to the services or activities of the Consultant to the Client.

11. INDEMNIFICATION

Consultant shall defend, indemnify and hold the Client, its officers, agents and employees free and harmless from and against any claims, demands, actions, damages, expenses, fees, liabilities and/or attorney's fees arising out of, by virtue of or associated with, any claims, demands or actions brought by third parties which are related in any way or are associated with the negligence, tortious acts or other unlawful conduct of Consultant or its respective owners, officers and employees in the performance of this agreement. Client shall defend, indemnify and hold the Consultant, its officers, agents and

employees harmless from and against any claims, demands, actions, damages, expenses, fees, liabilities and/or attorney's fees arising out of, by virtue of or associated with, any claims, demands or actions brought by third parties which are related in any way or are associated with the negligence, tortious acts or other unlawful conduct of the Client or its respective agents, officers and employees in the performance of this agreement.

12. INSURANCE

Consultant shall carry all appropriate and necessary insurance to be in compliance with state and national laws regarding the insurance coverage of its employees.

13. TERMINATION

Should Consultant violate any of the terms of this Contract or otherwise fail to fulfill its obligations set forth under Exhibit A of this Contract, Client shall immediately provide to Consultant written notice of any alleged deficiencies in performance and Consultant shall have thirty (30) days from the date notice is received to cure any alleged deficiencies in performance. In no way shall more than two (2) opportunities to cure be afforded to Consultant within a twelve month period. Should Consultant fail to remedy the alleged defect in performance after being given the opportunity to do so, Client shall have the right to terminate this Contract. All fees paid for any term shall be deemed fully earned when paid and are not subject to refund following any termination hereunder.

14. CONFLICT OF INTEREST

The Consultant represents and warrants to the Client, to the best of its knowledge, that neither it nor its Project Directors are aware of any conflict of interest which exists by means of its provision of services to the Client pursuant to the terms and conditions of this agreement.

15. NOTICES/PARTIES REPRESENTATIVES

The representative of the Client for this agreement shall be Town Manager, Steve Biggs, at the Town of Clayton, NC.

All notices, bills, invoices and reports required by this agreement shall be sufficient if sent by the parties hereto in the United States Mail, postage prepaid thereon to the addresses noted below:

Client:

Steve Biggs, Town Manager
Town Hall
Clayton, NC

Consultant:

Retail Strategies, LLC
120 18th Street South, Suite 201
Birmingham, AL 35233
Attention: Chuck Branch

16. REPRESENTATIVE CAPATOWN

While Consultant's role will be that of consultant to the Client, Consultant shall be and remain an independent contractor and not act in the role of an agent or legal representative on behalf of the Client. Consultant shall not have the authority to bind or obligate the Client, its officers, agents or employees.

17. MISCELLANEOUS

CapaTown: Each party to this agreement represents and warrants to the other as follows:

A. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.

B. That each has full power and capaTown to enter into this agreement, to perform and to conclude the same including the capaTown, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.

C. That to the extent required, each party has obtained the necessary approval of its governing body, board, council or other appropriate governing body and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the party.

D. That each party has duly authorized and empowered a representative to execute this agreement on their respective behalf and the execution of this agreement by such representative fully and completely binds the party to the terms and conditions hereof.

E. That absent fraud, the execution of this agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other party shall be entitled to rely upon the same. To the extent a party is a partnership, limited liability company or joint venture, the execution of this agreement by any member thereof shall bind the party and to the extent that the execution of agreement is limited to a manager, managing partner or specific member then the person so executing this agreement is duly authorized to act in such capacity for the party.

F. That each party represents and warrants to the other that, to the best of its knowledge, there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this agreement.

G. That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this agreement.

Third Party Beneficiaries: It is the intent of the parties hereto that there shall be no third party beneficiaries to this agreement.

Final Integration: This agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. In the event of a direct conflict between the provisions hereof and any prior agreement or amendment, the latter shall supersede the former. All written or oral understandings and agreements heretofore had between and among the parties are merged into this agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this agreement or expressly referred to herein have been relied on by any party in entering into this agreement.

Force Majeure: Neither party to this agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

Amendment in Writing: This agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

Binding Effect: This Agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatee, distributees, successors, and assigns. If any provision in this agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Captions: The captions of this agreement are for convenience and reference only, are not a part of this agreement, and in no way define, describe, extend, or limit the scope or intent of this agreement.

Construction: This agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

Mandatory and Permissive: "Shall", "will", and "agrees" are mandatory; "may" is permissive.

Governing Law: The laws of the State of Alabama, but without regard to conflict of laws principles, shall govern the validity of this agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this agreement.

Prohibition on Assignment and Delegation: No party to this agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and

such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

Waiver: Non-enforcement of any provision of this agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the agreement.

Agreement Date/Counterparts: The date of this agreement is intended as and for a date for the convenient identification of this agreement and is not intended to indicate that this agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

Arbitration: Should any dispute between Consultant and Client arise at any time out of any aspect of this Agreement or the relationship hereunder, or against any employee, officer, agent, director, member, affiliate, subsidiary or parent, the parties hereto agree to have any such dispute resolved by final and binding arbitration in accordance with the rules of the American Arbitration Association.

CLIENT:

Town of Clayton, NC

By _____

Title _____

Date _____

CONSULTANT:

RETAIL STRATEGIES, LLC

By _____

Title _____

Date _____

EXHIBIT A

METHODOLOGY AND APPROACH:

SUMMARY OF RETAIL ANALYSIS AND SERVICES:

- Custom Demographic Research – Historical, Current, and Projected Demographics – to include market trade areas by radius/drive-time, and custom trade areas associated with Clayton
- Tapestry Lifestyles – Psychographic Profile of Trade Area / Market Segmentation Analysis
- Retail GAP Analysis
- Thematic Mapping and Aerial Imagery by trade area
- Retail Competitor Mapping/Analysis
- Consumer Attitudes and Behaviors
- Market Maximization Summary and Strategic Leasing Plan
- Identification of Priority Business Categories for Recruitment and/or Local Expansion
- Analysis of future retail space requirements in relation to the retail market analysis, the market's growth potential and trends in the retail industry
- Identification of Retail Prospects to be targeted for recruitment
- Retailer Recruitment and Execution of the Retail Strategic Plan
- Introduction to Hospitality Developers as appropriate
- Updates on Retail Industry Trends

RETAIL STRATEGIES RESEARCH:

Our research solutions are not a “one size fits all” or pre-formatted by an industry standard radius or drive-time area. Each Town, community, or retail trade area requires unique analysis based on numerous factors including natural boundary areas, current retail tenant mix, travel times, radius areas and existing sites/buildings. Our research focuses on identifying the data points that are most likely to influence the site location decisions of retailers. Once these data points are determined – we provide thematic maps, aerial photos, asset maps, and customized research reports by retail concept.

Retail Strategies primary data resources include:

CENSUS, AGS AND ESRI DEMOGRAPHICS

By incorporating demographic data from multiple sources, DDR is able to better understand the population, income and retail spending shifts taking place in the current economic environment.

BUSINESS LOCATION DATA

This location data is ideal for competitive analysis, understanding market opportunities and evaluating market dynamics.

Sourced to D&B®, the world's most trusted source of sales and marketing solutions, all D&B information is powered by DUNSRight™, D&B's Quality Process which gives you the insight you need to identify and target prospects.

CONSUMER EXPENDITURES

This data includes 18 reports and close to 1,000 variables that collectively cover almost 95% of household spending. Based on extensive modeling of the BLS Consumer Expenditure Survey, CEX provides reliable estimates of market demand and average household expenditures.

RETAIL POTENTIAL

This new tabulation utilizes the Census of Retail Trade tables which cross-tabulates store type by merchandise line. The Consumer Expenditure data was aggregated to the merchandise line classification and then distributed to each of the major store types.

TAPESTRY

Tapestry classifies US neighborhoods into 65 market segments based on socioeconomic and demographic factors, then consolidates them into LifeMode and Urbanization Groups.

FINAL DELIVERABLE AND STRATEGIC RETAIL RECRUITMENT PLAN:

Upon completion of the research component of our engagement, the Retail Strategies team will create an online account through our BASECAMP platform available to the appropriate contacts in Clayton to access all research, analysis and the strategic plan.

1. Retailer Overview and Recruitment Plan- Summary of the primary retail gaps inclusive of the key retailers to be pursued with a prototypical overview of each retailer relative to size, economics, etc.
2. Local Property Catalog- Retail Strategies, LLC and its partners will work with the Town to catalog all local commercial properties that may be suitable sites to present to prospective new retailers. This will include maps, marked aerials and all pertinent contact and site specific information relative to each site.
3. Call List and Recruitment Update- an ongoing tracking form to keep the identified Town contacts updated relative to recruitment efforts and specific interaction with prospective retailers.

EXHIBIT B

ADDITIONAL CONSULTING SERVICES

Retail development in today's market, while improving from the downturn which occurred in the 2008-2011 period, requires much cooperation from all parties involved. Many new retail development projects show how this mutual partnership between the retailers, developers and municipalities can result in WIN-WIN scenarios for all involved. Economic development partnerships between cities seeking retail, developers looking for new opportunities and retailers looking to grow in new markets which seemed a stretch in the past, are now happening thru this team effort.

In the past, when development economics didn't seem to make sense, developers and retailers chose to move on to the next opportunity. However, success is now being realized in communities previously overlooked due to the creative and economically feasible alternatives municipalities can bring to the table.

Today, we believe the municipality needs to have a "seat" at the table initially in all new or re-development projects in their community. By making the municipality a "partner" in the development discussion, opportunities for creative assistance to bridge economic gaps can become deal makers versus deal breakers.

Each municipality in each state differs in the capability and method for providing assistance. Many development agreement alternatives exist to "bridge the gap" and deal with funding shortfalls to create successful developments. Some of these include Development Agreements in which the municipality uses funds from reserves or bond issues to assist with site infrastructure or similar improvements (from which sales or property tax increases are used as repayment along with alternatives for developer guaranty obligations), sales tax incentives (typically thru revenue sharing in some fashion with the developer or retailer) or joint developments in which the Town develops Town-owned property such as parking facilities or other public infrastructure to help mitigate shortfalls in development funds.

Municipalities realize a positive return on investment by providing methods to create development in their communities – plus job growth, higher property taxes, a broader tenant mix and ultimately, additional tax revenues to fund quality of life projects throughout the community. Developers now have a better understanding of what options are available to turn previously economically difficult deals into new development projects. By creating a partnership with the municipality from the outset of a deal, more opportunities exist for new and exciting retail developments to occur.

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

Agenda Item: 7c

Meeting Date: 8-18-14

TITLE: Encroachment Ordinance.

DESCRIPTION: Proposed ordinance as necessary to protect the condition and integrity of the Town streets, sidewalks, and infrastructure as located in the public right-of-way.

RELATED GOAL: Value for Taxes & Public Fees

ITEM SUMMARY:

Date:

Action:

Info. Provided:

8-18-14

Discussion

Draft Ordinance

TOWN OF CLAYTON: UTILITY RIGHT-OF-WAY USE ORDINANCE

Utility Right-of-Way Use

§ 1. Purpose

It is the intent of this Ordinance to provide for and specify the means to ensure the proper management and protection of the Town's rights-of-way or streets. The Town finds that the public convenience, safety and general welfare can best be served by exercising those regulatory powers granted to the Town under State law to control the Town's rights-of-way or streets. Any Utility Right-of-Way Agreement as defined in and issued pursuant to this Ordinance shall be deemed to include these findings as an integral part thereof.

§ 2. Definitions.

For the purpose of this Ordinance the following terms, phrases, words and their derivations shall have the meaning given herein in accordance with the intention to ensure the protection of the right of the Town to issue Utility Right-of-Way Agreements with regulation and control of its Town rights-of-way or streets.

- (A) **Applicant** shall mean the specific Person applying for a Utility Right-of-Way Agreement under this Ordinance.
- (B) **Application** shall mean that form approved by the Town which an Applicant must use to apply for consideration to enter into a Utility Right-of-Way Agreement with the Town.
- (C) **Emergency Facilities Work** shall mean work made necessary by an unexpected emergency condition, including, but not limited to the following:
 - (1) An unexpected or unplanned outage, cut, rupture, leak or any other failure of a facility that prevents or significantly jeopardizes the ability of the Town to provide service to customers;
 - (2) An unexpected or unplanned outage, cut, rupture, leak or any other failure of a facility that results or could result in danger to the public or a material delay or hindrance to the provision of service to the public if the outage, cut, rupture, leak or other such failure is not immediately repaired, controlled, stabilized or rectified; or
 - (3) Any occurrence involving a facility that a reasonable person would conclude, under the circumstances, warrants immediate and undelayed action by the owner of the facility, in order to protect the public, structures and Town owned rights-of-way and or streets.
- (D) **Enforcement Officer** shall mean the person or persons appointed by the Town Manager to administer and enforce the provisions of this Ordinance and shall include the Town Engineer, and any person appointed by the Town Manager. The Enforcement Officer(s) may be provided with agents to assist in administration and enforcement as directed by the Town Council.
- (E) **Facilities** shall mean, but is not limited to, any conduit, duct, line, pipe, wire, hose, cable, culvert, tube, pole, receiver, transmitter, satellite dish, repeater, amplifier or other device, material, apparatus or medium, for the transmission or distribution of any service or commodity, installed below or above ground within the Town rights-of-way or streets, whether used privately or made available to the public.

- (F) **Grantee** shall mean any natural person(s), partnership(s), domestic and foreign corporation(s), association(s), joint venture(s), or organization(s) of any kind which has legally entered into a Utility Right-of-Way Agreement with the Town, and shall include the lawful successor, transferee or assignee of such Grantee.
- (G) **Notice** shall mean a written notice addressed to the Grantee at its principal office or such other office as the Grantee has designated to the Town as the address to which notice shall be transmitted to it. In computing notice time, holidays recognized by the Town and Saturdays and Sundays shall be excluded.
- (H) **Town** shall mean the Town of Clayton, North Carolina as represented by the Town Council, or its designee, acting within the scope of its jurisdiction.
- (I) **Town Rights-of-Way Agreement area** shall mean the entire Town, or portions thereof, for which a Town Rights-of-Way Agreement is granted under the authority of this Ordinance.
- (J) **Town rights-of-way or streets or other rights-of-way** shall mean the surface, the air space above the surface, and the area below the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, parkway or tunnel, now or hereafter held by the Town in such a manner as to entitle the Town to grant to Grantee the use thereof for the purpose of installing and maintaining the Grantee's infrastructure. No reference herein, or in any Town Rights-of-Way Agreement shall be deemed to be a representation or guarantee by the Town that its title to any property is sufficient to permit its use for such purpose, and the Grantee shall, by its use of such terms, be deemed to gain only such rights to use property in the Town to which the Town may have the right and title.
- (K) **Utility** shall mean a company that owns and provides services to customers through utility facilities located in the Town rights-of-way. This definition shall include the Town for purposes of the Town's ownership of water, waste water, and stormwater utility facilities.
- (L) **Utility Right-of-Way Agreement** shall mean a contract entered into voluntarily by the Grantee, containing the specific provisions granted, including referenced specifications, applications and other related material. A Utility Right-of-Way Agreement granted pursuant to this Ordinance grants the Grantee the nonexclusive right to construct, operate and maintain the stated infrastructure for use as defined in the Applicant's application for construction that has been placed in the specified Town rights-of-way or streets. Any such authorization, in whatever form granted, shall not mean or include any license or permit required for the privilege of transacting and carrying on a business within the Town as required by other ordinances and laws of the Town.
- (M) **Utility System** shall mean a pole, tower, water main or line, sanitary sewer pipe or line, stormwater pipe or structure, gas pipe or gas line, telecommunications line or equipment, power line, conduit, or any like structure.

§ 3. Utility Right-of-Way Agreement required.

It shall be unlawful for any utility to occupy or use the Town rights-of-way or streets in the Town for the purpose of constructing or installing utility systems without first obtaining a Utility

Right-of-Way Agreement pursuant to this ordinance, unless such occupation or use has been approved through a separate Town permitting process.

(A) Contents. A Utility Right-of-Way Agreement **may or shall**, among other things:

- (1) grant to the Grantee the general right to construct, install, maintain, repair, or remove utility systems in the Town's rights-of-way or streets provided, however, that the Utility Right-of-Way Agreement does not constitute a permit as required under § 99.015 of this Code;
- (2) specify the term of the agreement ;
- (3) provide for the removal of abandoned utility systems;
- (4) acknowledge the Town's right to require the removal or relocation of utility systems when necessitated by a public need;
- (5) provide for the defense and indemnification of the Town, its officers, and employees for claims and suits arising out of the use of the right-of-way;
- (6) require proof of suitable levels of insurance coverage to be held by the Grantee;
- (7) state the rights, if any, to assign or transfer rights or obligations of the Grantee without the prior consent of the Town;
- (8) acknowledge the Town's full retention of its police power;
- (9) provide for the registration of all contractors who work in the Town's rights-of-way or streets on behalf of the Grantee; and
- (10) provide for the preparation, maintenance and maps of utility systems located within the Town.

(B) Exceptions. The holder of an unrevoked and unexpired franchise issued by the Town under Chapter 11 of this Code shall not be required to obtain a Utility Right-of-Way Agreement for purposes of the utility systems located in the Town's rights-of-way or streets that are used for the purpose authorized by the franchise. This section shall not apply to the Town of Clayton.

§ 4. Application for Utility Right-of-Way Agreement.

Prior to the construction, installation, maintenance, repair, or removal of a utility system in the Town's rights-of-way or streets, a **Utility Right-of-Way Agreement application** shall be applied for and completed by the Applicant. The application shall contain general information in regards to the Applicant's intended use of or occupation within the Town's rights-of-way or streets and the timeframe for actual work to begin. A form application shall be made available to Applicants on the Town website and in the Public Works Department offices. The application

Comment [n1]: Town to decide if they want to require (1)-(10) to be included in any agreement ("shall") or if they are okay with leaving them as optional provisions ("may")

Comment [n2]: Town should think about how to implement the following concerning the Utility Right-of-Way Agreement Application:

- 1) How approved?
- 2) Letter to applicant or formal agreement?
- 3) Timeframe for agreement?
- 4) How to provide on website and in department, etc.?

must be submitted by the Applicant and approved by the Public Works Director prior to any Utility Right-of-Way Agreement being entered into and before any construction, installation, maintenance, repair, or removal of a utility system begins within the Town's rights-of-way or streets.

§ 5. Utility Right-of-Way Agreement area.

The Utility Right-of-Way Agreement area shall be the portions of the Town's rights-of-way or streets to be impacted by the construction, installation, maintenance, repair, or removal of a utility system by a Utility.

§ 6. Emergency Facilities Work.

Notwithstanding the Grantee's use of the Town's rights-of-way or streets, the Town or its designee may at all times conduct Emergency Facilities Work within the Town's rights-of-way or streets, or infrastructure as needed with or without prior notice to the Grantee. The Town shall attempt to give the Grantee reasonable notice of non-emergency repairs and Emergency Facilities Work whenever possible.

§ 7. Term of Utility Right-of-Way Agreement.

The term of the Utility Right-of-Way Agreement shall commence upon execution of the agreement by the Town and the Grantee and shall continue for the period agreed to in the Utility Right-of-Way Agreement. Each Utility Right-of-Way Agreement shall continue for the period as specified unless sooner terminated as provided therein. Grantee shall have no property right upon the expiration of the Utility Right-of-Way Agreement term, except as provided by applicable law.

§ 8. Renewal of Utility Right-of-Way Agreement.

Upon completion of the term of any Utility Right-of-Way Agreement granted under this Ordinance, the Town may in its reasonable discretion grant or deny renewal of the Utility Right-of-Way Agreement of the Grantee.

§ 9. Utility Right-of-Way Agreement non-exclusive.

Any Utility Right-of-Way Agreement granted pursuant to this Ordinance shall be nonexclusive. The Town specifically reserves the right to (i) grant at any time such additional Utility Right-of-Way Agreement for a utility system as it deems appropriate, (ii) permit the use of the Town rights-of-way or streets for any purpose, and/or (iii) build, operate, and own such utility system or systems as it deems appropriate.

§ 10. Powers reserved.

A Utility Right-of-Way Agreement does not constitute a grant of all governmental approval necessary for the use and enjoyment of utility systems located in the Town's rights-of-way or streets. A Utility Right-of-Way Agreement is not a franchise as provided for in Chapter 11 of this Code. With respect to the Grantee of a Utility Right-of-Way Agreement, the Town fully retains its franchising authority and the Grantee of a Utility Right-of-Way Agreement is not relieved of its obligation to obtain all necessary franchises and permits and to comply with all other legal requirements. The Grantee shall also comply with all generally applicable laws, sections and regulations enacted by the Town pursuant to its police powers. Any conflict between the terms

of this Ordinance or the Utility Right-of-Way Agreement and any present or future lawful exercise of the Town's police powers shall be resolved in favor of the exercise of the Town's police powers.

§ 11. Deposits, letters of credit and bonds.

A cash deposit, letter of credit or warranty bond may be required in an amount prescribed by the Town to guarantee the completion of work in accordance with all rules and regulations.

§ 12. Enforcement.

Any of the following shall be a violation of this Ordinance and shall be subject to the enforcement remedies provided by § 13 and by State law:

- (A) To engage in any utility system construction or installation, regardless of the party actually constructing or installing, or other activity of any nature upon land or improvements thereon subject to the jurisdiction of this Ordinance.
- (B) To engage in any development, use, construction, remodeling, or other activity of any nature in any way inconsistent with any approved Utility Right-of-Way Agreement, plan, permit, certificate, or other form of authorization granted for such activity.
- (C) To violate, by act or omission, any term, variance, modification, condition, or qualification placed by the Town Council or its agent boards upon any required Utility Right-of-Way Agreement, permit, certificate, or other form of authorization for the use, development, or other activity upon land or improvements thereon.
- (D) To erect, construct, reconstruct, alter, repair, convert, maintain, or use any infrastructure or to use any Town right-of-way or street in violation or contravention of this Ordinance or any other regulation made under the authority conferred thereby.
- (E) Any of the above violations is a separate and distinct offense.

§ 13. Remedies.

Any or all of the following procedures may be used to enforce the provisions of this Ordinance.

- (A) Any violation of this Ordinance or of any condition, order, requirement, or remedy adopted pursuant hereto may be restrained, corrected, abated, mandated, or enjoined by other appropriate proceeding pursuant to State law.
- (B) Any person who violates any provision of this Ordinance shall be subject to the assessment of a civil penalty in accordance with § 10.98 of this Code.
- (C) The Enforcement Officer may withhold or deny any permit, certificate, or other authorization on any land, building, structure, sign, or use in which there is an uncorrected violation of a provision of this Ordinance, or of a condition or qualification of a permit, certificate, or other authorization previously granted.

- (D) The Enforcement Officer may condition the authorization of any permit or certificate upon the correction of the deficiency, payment of civil penalties within a specified time, or the posting of a compliance security as provided for under § 11 of this Code.
- (E) Whenever there is a land disturbing activity and/or a building, structure, sign, or part thereof is being constructed, reconstructed, altered, or repaired in association with a Utility Right-of-Way Agreement in violation of this Ordinance, the Enforcement Officer may order the work to be immediately stopped. The stop work order shall be in writing and directed to the owner, occupant, or person doing the work. The stop work order shall state the specific work to be stopped the specific reasons for the stoppage, and the conditions under which the work may be resumed. Such action shall be in accordance with N.C.G.S. 160A-421 or the N.C. Building Code.

§ 14. Responsible parties.

The Grantee and the owner or occupant of any land, building, structure, sign, use of land, or part thereof, and any architect, builder, contractor, subcontractor, agent, or other person who participates or acts in concert, assists, directs, creates, or maintains any condition that is in violation of this Ordinance may be held responsible for the violation and subject to the civil penalties and remedies provided by this Ordinance.

§ 15. Notice of Violation.

No civil penalty shall be assessed until the person alleged to be in violation has been notified in accordance with § 10.98. If after receiving a notice of violation under § 10.98 the owner or other violator fails to take corrective action, a civil penalty may be imposed in accordance with § 10.98.

§ 16. Appeal.

Any Grantee, and/or, the owner or occupant who has received a notice of violation provided for in § 15, or who's Application has been denied, may appeal in writing the decision of the Enforcement Officer to [redacted] within fifteen (15) days following the date of the notice of violation. The [redacted] shall hear an appeal within a reasonable time, and it may affirm, modify, or revoke the notice of violation. The decision of the [redacted], or other designated board, may be delivered to the aggrieved party either by personal service or by registered mail or certified mail return receipt requested. In the absence of an appeal, the decision of the Enforcement Officer shall be final and non-appealable. A ruling on appeal is subject to review in the Superior Court of Wake County by proceedings in the nature of certiorari. Any petition for writ of certiorari for review shall be filed with the Clerk of Superior Court within thirty (30) days after notice of the decision has been sent to the appellant.

Comment [n3]: Town to decide to which body a violation will be appealed (e.g., Zoning Board of Adjustment, Town Council, etc.)

Comment [n4]: Town to decide to whom a violation should be appealed (e.g., Zoning Board of Adjustment, Town Council, etc.)

Comment [n5]: Town to decide to whom a violation should be appealed (e.g., Zoning Board of Adjustment, Town Council, etc.)

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

Agenda Item: 7d

Meeting Date: 8-18-14

TITLE: Solid Waste Ordinance Amendment.

DESCRIPTION: The Town solid waste ordinance is outdated and ineffective. The purpose of the proposed amendment is to be more consistent with current State law on solid waste handling and the Town of Clayton service contract for waste collection and disposal and well as the changing nature of development including the proliferation of multi-family developments.

RELATED GOAL: Value for Taxes and Public Fees

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
<u>8-18-14</u>	<u>Presentation, Discussion</u>	<u>Draft Ordinance</u>

CHAPTER 96: SOLID WASTE MANAGEMENT

§96.00 -DEFINITIONS

(A) Building Materials

Materials used in the construction of buildings or other structures.

(B) Cart

A movable plastic container issued by the Town which is to be used for the collection and disposal of solid waste.

(C) Debris

A collection of loose material made up of fragments or remnants of something naturally scattered, destroyed, or broken.

(D) Dumpster

A large volume solid waste container that has a hooking mechanism which allows it to be raised and dumped into a sanitation truck.

(E) Force Majeure

An extraordinary circumstance such as a calamitous natural event, that prevents regular delivery of services or requires special measures in the interest of public health and welfare.

(F) Garbage

Waste materials, excluding Yard Waste, that are generated by daily living including food scraps, non-recyclable packaging and other materials not otherwise suitable for recycling.

(G) Landlord

Any person, agent, firm, corporation, or partnership that has charge, care or control of any premises or property.

(H) Recyclable Material

Waste materials including but not limited to metals, glass, plastic and paper which are disposed of but intended for reuse.

(I) Solid Waste

Any garbage, debris or other discarded materials.

(J) Yard Waste

Solid waste solely consisting of vegetative matter resulting from landscaping maintenance.

§96.01 GARBAGE AND RECYCLING COLLECTIONS TO BE MADE UPON DESIGNATED PICK-UP COLLECTION ROUTES AND SCHEDULES

COLLECTION REGULATIONS

(A) Where the Town provides collection of garbage and recycling, residential property owners or their tenants must use Town collection services.

(B) All Single family residential customers will receive once per week curbside collection of garbage, and yard waste (i.e., limbs, grass clippings, plant trimmings), and collection of recyclable materials every other week, and trash.

(C) Multi-family residential customers will receive once per week collection of garbage and the collection of recyclable materials every other week. It is the responsibility of the landlord to collect yard waste (i.e., limbs, grass clippings, plant trimmings).

(1) Multi-family developments will receive an equivalent level of solid waste collection service per unit for volume collected as compared to a single-family unit.

(2) Multi-family developments or complexes which cannot readily or practically be served with standard solid waste and recycling containers may be subject to a solid waste disposal surcharge, based on the actual cost to the Town to serve the subject property.

(3) All new multi-family developments with more than eight units must have dumpster facilities. The Town and the landlord may enter into an agreement for solid waste disposal facilities and services, or the landlord may enter into an agreement with a private solid waste contractor.

(D) Non-residential customers are required to contract with a private solid waste contractor for garbage collection.

~~(A)~~(E) To ensure an equitable and timely delivery of solid waste services collection of solid wastes all-residential areas shall be placed-divided into collection routes. Each route shall receive this-garbage and yard waste collection service once per week and recyclable collection every other week. The day of service may change as routes increase or decrease in size, but not without written notice. Each-aAffected customers shall be notified, in advance, of any changes to their service collection schedule.

~~(B)~~Each commercial customer shall be required to contract with a private solid waste contractor.

~~(C)~~(F) Interruptions in sNormal service may be delayed-occur in any of the normal collection schedules due to extreme weather conditions, holidays, equipment breakdowns, or due to

other unusual circumstances. In the case of holidays, ~~each affected customer will be notified,~~
in general notice shall be provided in advance, of any schedule change.

(Ord. passed 8-17-87; Am. Ord. passed 10-7-91; Am. Ord. passed 8-16-93; Am. Ord. 4-15-96) Penalty, see § 10.99

§ 96.02 TRASHGARBAGE & RECYCLING CONTAINER CARTS USE, CARE AND STORAGE REQUIREMENTS; PLACEMENT OF CONTAINERS FOR COLLECTION.

(A) The ~~Town, or its contractor,~~ shall provide ~~one 90-gallon~~ suitable container carts for garbage and recyclables, ~~on wheels,~~ to each single family residential customer, ~~and commercial customer if applicable,~~ The sole purpose of these carts is for the purpose of garbage and recycling collection. ~~(Yard waste, hazardous materials, tires, and all other materials banned from landfills not classified as municipal solid waste disposal shall be~~ prohibited from disposal in the Town provided carts).

(B) ContainerCarts provided by the ~~Town or its contractor,~~ shall be kept on the private premises of the customer, property owner, resident, or occupant.

(C) Every containercart, required provided by through this Section, shall be maintained in a sanitary condition and shall be cleaned (i.e., washing or otherwise) by the customer, property owner, resident, or occupant. Each residential customer shall be responsible for the care and custody of their assigned carts. It shall be the customer's financial responsibility to replace any cart damaged or destroyed by improper use or neglect. The Town shall replace carts which are damaged or destroyed as a result of age, defect, or other incident beyond the customer's control.
~~(C)~~

(D) It shall is be the responsibility of each customer ~~of the town~~ to place said containercarts curbside for pick-up collection such that they do not interfere with vehicular traffic on the street or pedestrian traffic on the sidewalk ~~beside the street (behind the curb or edge of pavement) on or prior to their scheduled day.~~ Any customer found in violation of this requirement may be subject to assessments or fines by the Town.

(E) Carts should be placed curbside with the front side facing the street and the back (handle) side facing the residence. Multiple carts placed curbside should be spaced such that the collection truck can reach each cart without contacting the adjoining cart.

~~(D)~~(F) A pull-out service may be performed by collection personnel ~~F~~for those customers who are unable to physically unable to move the containercart out to the street, either due to age, illness, or other physical disabilities, ~~the town or its contractor shall provide a pull-out service to be performed by the collection personnel.~~ Customers requiring pull-out service ~~These customers~~ must contact the Town Customer Service Department ~~or its contractor,~~ to request this special service. Each request shall be taken into consideration by the ~~Town or its contractor,~~ to determine the actual need of the customer making the request. This service shall

be granted at the ~~T~~town's ~~or its contractor's~~ discretion.

~~(E)(G)~~ ~~Container Carts may~~ shall not be placed ~~_at_~~ curbside ~~_before_~~ after 5:00 p.m. on the day before the scheduled collection day. The ~~container cart~~ must then be removed from the curbside no later than 8:00 a.m. on the day following the scheduled collection day. Any customer found to be in violation of this requirement may be subject to assessments or fines by the ~~T~~town.

~~(F)(H)~~ Garbage, ~~trash,~~ recyclables and other household ~~refuse_~~ debris shall be limited to that amount which can be contained_ ~~placed~~ within the ~~container carts~~ provided by the ~~T~~town, ~~or its contractor~~, with the lid closed at all times. The Town from time to time, may provide customers seasonal exceptions to this requirement limit. ~~Seasonal exceptions will be listed on the Town's website. customer shall be allowed to place up to, but not to exceed, three medium-sized (less than 45-gallons) plastic bags for collection each week, in addition to the 90-gallon container. These bags must be placed in close proximity to the 90-gallon container, but shall not be placed in the street, on the sidewalk, on in the drainage ditch.~~

~~Each customer shall be responsible for the care and custody of the serially numbered container assigned to each customer. It shall be the customer's responsibility to have replaced any container damaged or destroyed by improper use or neglect, and shall care for the container as though it were their own. It shall be the responsibility of the town or its contractor to replace those containers which are damaged or destroyed as a result of neglect or improper handling by the town or its contractor. The town or its contractor shall also be responsible for replacing all old, broken-down containers.~~

~~(G)(I)~~ Residential customers may request additional garbage carts and/or recycling carts for an additional fee.

(Ord. passed 8-17-87; Am. Ord. passed 10-7-91; Am. Ord. passed 8-16-93; Am. Ord. passed 4-15-96)
Penalty, see § 10.99

§ 96.03 TRASH GARBAGEYARD WASTE COLLECTION REQUIREMENTS.

~~(A) (1) The t~~ ~~own or its contractor shall collect trash along with scheduled garbage collection. TRASH is defined as household debris, construction materials, boxes (broken down), or other rubbish. The town or its contractor shall include the collection of this trash, in addition to what is contained within the 90-gallon container, once per week on the scheduled collection day. This additional trash must be containerized in medium-sized (less than 45-gallons) plastic bags or boxes (three or less). Construction materials may be placed out in tied bundles (two or less) in quantities equal to or less than six cubic feet for each bundle. This trash shall be placed out with the 90-gallon container on the scheduled collection day. Mixing of yard wastes with trash shall be prohibited. If yard wastes (including but not limited to, grass clippings, pine straw, leaves, soil, trees, limbs, shrubbery, shrubbery clippings, and the like) are mixed with this additional trash the town or its contractor shall not collect the trash or yard waste. If mixed, the wastes shall be separated before collection will be permitted.~~

~~(2) Amounts in excess of the above referenced quantities will not be collected again until the next scheduled collection day.~~

~~(A) (1)~~ As a part of the Town's monthly solid waste fee, the Town ~~or its contractor~~ shall collect up to two hoppers (approximately 7 cubic yards) of limbs yard waste placed outcurbside in accordance with this ordinance by per customers each ~~per~~ week. ~~(2)~~

~~(1)~~ Limbs ~~must be no greater than~~ up to four inches in diameter ~~are limited to and no greater than~~ six feet in length. Limbs greater than four inches in diameter but less than 10 ten inches in diameter shall be collected only if cut into lengths of two feet or less. Limbs greater than 10 inches in diameter will not be collected. Limbs shall be stacked neatly behind the curb ~~(not in the gutter or drainage ditch) and sidewalk~~ with all sawed ends facing the street.

~~(a)~~ Piles of limbs placed curb-side for collection shall be no greater than six feet in depth from the curb to the back of the pile, no greater than three feet high, and no greater than six feet wide.

~~(b)~~ Piles of limbs meeting the specified dimensions will be collected under the base collection fee.

1. Limbs exceeding the specified dimensions (size) in § 96.03(A)(1) above will not be collected and shall be considered in violation of this Ordinance.

2. A volume of limbs greater than the size specified in § 96.03(A)(1)(a) above shall be subject to a special collection fee.

3. In the event of force majeure, the Town Council may act to suspend special collection charges for a specified time period.

~~(B)~~

~~(C)~~ Except as specified in § 96.03(C) below, ~~Y~~ard waste (including but not limited to leaves, grass clippings, pine straw, shrubbery, shrubbery clippings, other small natural waste materials, ~~and the like~~) shall be containerized in plastic bags, boxes, or other plastic/metal containers (no greater than 50 gallons each) and shall be placed curbside behind the curb ~~(not in the gutter or drainage ditch) and sidewalk~~ for collection once per week. Standard Collection of yard waste collection service shall be included as part of the monthly solid waste fee.

~~(2)~~

~~(a)~~ Special collection fees shall be assessed for collection of all yard waste exceeding the dimensional standards established by this Ordinance. In the event of force majeure, the Town Council may act to suspend special collection charges for a specified time period.

~~(D)~~

~~(3)~~ Each year the Town ~~or its contractor~~ shall publish a schedule for the collection ~~collect~~ of loose leaves on the Town's website. During this loose leaf collection period, residents are relieved of the responsibility for containerizing leaves for collection and may place ~~these~~ leaves in the area generally located between behind the edge of the street curb ~~(not in the gutter or drainage ditch) and the sidewalk or ditch (not in the gutter or drainage ditch).~~

~~Leaves shall be free of sticks, limbs, rocks, soil, and other debris. If leaves are mixed with trash neither other debris, they will not be~~ shall be collected. ~~This mixture~~ Mixed piles of ~~trash debris~~ and leaves ~~will need to~~ must be separated before collection ~~shall be permitted~~.

(a)

(b) Customers ~~who wish to continue~~ who containerizing leaves can expect their leaves to be collected on the scheduled yard waste collection day each week.

a.

(c) Loose leaf collection shall not follow a set daily schedule except that each residence shall receive one time per week, loose leaf collection during the defined season. The defined season shall be provided on the Town's website.

~~(E)~~

(4) It is the responsibility of each customer to place yard waste so that it does not interfere with vehicular traffic on the street or pedestrian traffic on the sidewalk. Any customer found in violation of this requirement may be subject to assessments or fines by the Town.

~~(F)~~ (1) ~~The Town, or its contractor,~~ shall not collect any building construction materials left by a contractor. It shall be the sole responsibility of said contractor to properly dispose of these waste materials.

(5)

~~(G)~~

~~(2)~~ Construction materials placed out by residential customers shall not be collected unless said materials are containerized (50 gallons or less for each container and not more than 4 containers). All containerized construction materials shall be placed behind the curb (not in the gutter or drainage ditch) and sidewalk.

~~(H)~~ The Town or its contractor shall will not collect trees, stumps, limbs, and general debris related to land-clearing operations. It ~~shall be~~ is the sole responsibility of the contractor and/or owner to properly dispose of said materials.

(6)

~~(I)~~

~~(J)~~ (7) The ~~Town or its contractor~~ will not shall collect tree cuttings related to the work completed by a tree care professional (i.e., tree surgeon, tree trimmer, and the like) hired by a residential customer, ~~unless but only if~~ the cuttings comply with all requirements set forth in § 96.03 ~~(AB)~~ (1).

(Ord. passed 8-17-87; Am. Ord. passed 10-7-91; Am. Ord. passed 8-16-93; Am. Ord. passed 4-15-96) Penalty, see § 10.99

§ 96.04 SPECIAL PICK-UPS.

If a customer's placing wishes to have additional waste materials in a volume greater than a the dimensions specified for a regular collection, or outside the scope of a regular collection (including

but not limited to appliances (white goods), trash, limbs, furniture, building materials or household debris, and the like) collected, they may request shall be subject to a "special pick-up-" process and related charge. Customers may request a special pick-up with t~~his request must be placed with the~~ billing agency (i.e., either the town or its contractor, depending on who is responsible for billing)Town, prior to collection, to authorize the pick-upcollection and the assessment of a special collection fee (as indicated in theSee t~~See t~~Town's fee schedule which is provided on the Town's website). The request must include a description of all materials and quantities to be collected. This special collection fee shall then be~~is~~ applied to the customer's monthly utility bill after collectionpick up of the materials. If the requestor is not a resident of the T~~town,~~ but has residential property in T~~town,~~ the requestor must also include a mailing address so that the collection fee may be invoiced to the requestor for payment. Any customer found to be in violation of these requirements may be subject to assessments or fines by the Town.

(Ord. passed 4-15-96) Penalty, see § 10.99

~~§ 96.05 DISPOSAL OF APPLIANCES (WHITE GOODS).~~

~~The town or its contractor shall collect white goods (appliances such as water heaters, stoves, ovens, refrigerators, washing machines, dryers, and the like). Customers wishing to have white goods picked up must place a request with the billing agency (i.e., the town or its contractor, depending on who is responsible for billing), to schedule the pick up (including address/location, description of white goods, and quantities), and to authorize the assessment of a collection fee (see town's fee schedule) for this additional service. This fee shall then be applied to the customer's monthly utility bill after collection. If the requestor is not a resident of the town, but has residential property in town, the requestor must also include a mailing address so that the collection fee may be invoiced to the request of for payment.~~

~~(Ord. passed 4-15-96)~~

§ 96.06 TIRE DISPOSAL.

(A) ~~The T~~town or its contractor shall collect tires, upon request, from residential customers only. There shall be an additional charge for this collection service. Customers wishing to request collection of tires shall contact the billing agency (the town or its contractor, depending on who is responsible for billing)Town) to schedule the pick-upcollection (including address/ location and quantity of tires) and to authorize the assessment of a collection fee (as indicated in the see T~~town's~~ fee schedule which is provided on the Town's website) for this additional service. This fee shall then be applied to the customer's monthly utility bill after collectionpick of the materials.

(B) All tires must be clean and free of dirt and other foreign matter prior to collection. ~~The town, or its contractor, shall not collect or handle any tires known or suspected to have come from outside of the town limits. Tires shall not be collected by the t~~Town or its contractor from any commercial customers.

~~(C) Passenger and light truck tires shall be the only tires collected by the town or its contractor.~~

~~(D)~~(C)A maximum number of four tires to may be collected per from any one location customer per

week, shall be eight.

~~(E)(D)~~ Placement of tires in ~~container carts~~ provided by the ~~Town or its contractor shall be~~ prohibited. ~~Any container Carts~~ found to have tires inside will not be emptied until the tires are removed by the customer and disposed of properly in accordance with this ~~C~~chapter.

(Ord. passed 2-5-90; Am. Ord. passed 10-7-91; Am. Ord. passed 8-16-93; Am. Ord. passed 4-15-96)

§ 96.07 NONCONFORMING MATERIALS.

(A) Any materials that do not conform to the requirements set forth in § 96.03 shall not be allowed to remain along the streets of the ~~T~~town. Nonconforming materials are considered a nuisance violation, and fines will be assessed to the property owner in accordance with the provisions set forth in Chapter 97 of the Code of Ordinances. for more than seven days.

~~(B)~~ ~~The T~~town shall have the authority to abate the nuisance by removing the collect said nonconforming materials. The property owner will be billed for the costs of removal incurred by the Town, and to assess a \$50 administrative fee plus the cost (including, but not limited to, manpower, equipment, vehicles, landfill fees, and the like) to remove and properly dispose of the nonconforming materials.

~~(B)~~

~~(C)~~ Prior to collection of nonconforming materials, the Town shall provide notice and post it on the premises of the customer, notifying the customer that they are in violation of the Town's ordinance and that the Town will collect the materials pursuant to this Section and assess fines unless said nonconforming materials are removed prior to the expiration date documented on the notice.

~~(C)(D)~~ All administrative fees and charges assessed by the ~~T~~town for the collection of nonconforming materials shall be applied to the customer's monthly utility bill after collection of said materials and shall be in addition to any other charges that would normally be due under any other ~~S~~sections of this ~~C~~chapter.

~~(D)~~ ~~Prior to collection of nonconforming materials the town or its contractor shall cause a notice to be posted upon the premises of the customer, notifying said customer that they are in violation of the town's ordinance and that the town shall collect the materials pursuant to this section and assess a fine in the amount set forth herein in addition to any other applicable charges (i.e., disposal costs), unless said nonconforming materials are removed prior to the expiration date documented on the notice.~~

(Ord. passed 7-18-94; Am. Ord. passed 4-15-96)

§ 96.08 STOREFRONTS AND SIDEWALKS STREET SWEEPING.

~~The Street Maintenance division of the Department of Public Works shall maintain the responsibility for sweeping the streets of the town, excluding all privately owned streets and accesses. Residents and businesses may notify the Department when special needs for street sweeping aris~~

e. It shall be the sole responsibility of each property owner, resident, occupant, and business to keep store fronts, streets, and sidewalks clear of debris. Any debris removed from sidewalks and store front areas shall not be placed into the streets, gutters, or drainage ditches. The placement of ~~any trashgarbage~~, yard waste, or other debris in the streets, gutters, drainage ditches, and sidewalks of the ~~T~~town shall be prohibited. Anyone found to be in violation of this ~~S~~section may be subject to ~~financial assessment or enforcement~~ penalties by the ~~T~~town.

(Ord. passed 8-17-87; Am. Ord. passed 10-7-91; Am. Ord. passed 8-16-93; Am. Ord. passed 4-15-96)

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

Agenda Item: 9e

Meeting Date: 8-18-14

TITLE: Planning Director Report.

DESCRIPTION: UDC Use Table, particularly as related to Internet Sweepstakes.

RELATED GOAL: Administrative

ITEM SUMMARY:

**Date:
8-18-14**

**Action:
Presentation**

**Info. Provided:
Use table**



**Town of Clayton
Planning Department**

111 E. Second Street, Clayton, NC 27520
 P.O. Box 879, Clayton, NC 27528
 Phone: 919-553-5002
 Fax: 919-553-1720

TO: Town Council Members, Mayor Jody McLeod

FROM: David DeYoung, Planning Director

DATE: August 11, 2014

SUBJECT: STAFF REPORT - USE REGULATION TABLE (UDC TABLE 2-1) REVIEW

Background:

Town Council has asked the Planning Department to review the Use Regulations Table (Table 2-1 of the Unified Development Code (UDC)), and if necessary, suggest amendments to the allowances and/or processing track associated with individual uses.

Consideration:

Staff is looking for direction from Town Council on whether or not to proceed with UDC Table 2-1 amendments.

Table 2-1 Use Regulations

Use Type	Zoning Districts											Specific Use Section
	Residential				Nonresidential							
	R-E	R-10	R-8	R-6	O-R	O-I	B-1	B-2	B-3	I-1	I-2	
Residential Uses												
Adult Care Home (2-6 Adults)	P	P	P	P								\$155.301(A)
Adult Care Home (7-12 Adults)	S	S	S	S		C	S	S	S			\$155.301(A)
Adult Care Home (13+ Adults)						C	S	S	S			\$155.301(A)
Alley Loaded House		P	P	P								\$155.301(B)
Apartments		P/S	P/S	S	S	S	S	S	S			\$155.301(C)
Boarding House				C		P		P				\$155.301(D)
Child Care Home	C	C	C	C	C							\$155.301(E)
Manufactured Home	P											\$155.301(F)
Manufactured Home Park	S											\$155.301(G)
Nursing Home (Congregate Living Facility)	C			C		P		S	P			\$155.301(H)
Two family House		P/S	P/S	S	S							\$155.301(I)
Townhouse		P/S	P/S	S	S	S	S	S	S			\$155.301(J)
Security/Caretaker Quarters	C								C			\$155.301(K)
Single Family House	P	P	P	P								\$155.301(L)
Upper-story Residence		P/S	P/S	P/S	S	P	P	P	P			\$155.301(M)
Zero Lot Line House		P	P	P								\$155.301(N)
Public and Civic Uses												
Assembly, Not For Profit	S					P			P			\$155.302(A)
Cemetery	P S	S	S	S	S	S	S	S	S P	S	S	\$155.302(B)
Church or Place of Worship	C	C	C	C		C		C	C			\$155.302(C)

Use Type	Zoning Districts											Specific Use Section	
	Residential				Nonresidential								
	R-E	R-10	R-8	R-6	O-R	O-I	B-1	B-2	B-3	I-1	I-2		
College or University						P							\$155.302(D)
Day Care (Supervision for 3-8)	C	C	C	C	C								\$155.302(E)
Day Care (Supervision for 9+)	C	C	C	C	C	P	P	C	P				\$155.302(E)
Government Service	S	S	S	S	P	P	P	P	P	P	P		\$155.302(F)
Hospital or Medical Center						P			P				\$155.302(G)
School (Elementary or Secondary)	S	S	S	S		S							\$155.302(H)
School (Technical, Trade or Business)	S	S	S	S		P	P		P	P	P		\$155.302(I)
Recreational Uses													
Entertainment, Indoor						<u>C</u>	C	C	P	P			\$155.303(A)
Entertainment, Outdoor									C	P			\$155.303(B)
Fitness Center						<u>C</u>	C	C	P	P			\$155.303(C)
Golf Course	P	P	P	P									\$155.303(D)
Gun Range							S	S	S	S	S		\$155.303(E)
Park, Active	S	S	S	S	S	S	S	S	S	S	S		\$155.303(F)
Park, Passive	C	C	C	C	P	P	C	C	C	C	C		\$155.303(G)
Stable, Private	P												\$155.303(H)
Agricultural Uses													
Agriculture, Livestock	C										C		\$155.304(A)
Agriculture, Sales and Service	P									<u>C</u>	C		\$155.304(B)
Nursery	P					P	P	C	P				\$155.304(C)
Commercial Uses													
Adult Oriented Business									S		S		\$155.305(A)
Bed and Breakfast	P					P	P	P	P				\$155.305(B)
Car Wash/Auto Detailing						C	C	P	P				\$155.305(C)
Contractor Office						C	C		P	P	P		\$155.305(D)
Contractor Storage Yard									C	C	P		\$155.305(E)
Convenience Store with Gas Sales							C	C	P	P	P		\$155.305(F)
Creative Studio					P	P	P	P	P				\$155.305(G)
Financial Institution					P	P	P	P	P				\$155.305(H)
Funeral Home				C	<u>P</u>	P	P	P	P				\$155.305(I)
Hotel/Motel						S	S	<u>S</u>	P				\$155.305(J)
Kennel	C							C					\$155.305(K)
Laundry Services							C		C	P	P		\$155.305(L)
Lounge, Cocktail							S		S	S	S		\$155.305(M)
Microbrewery							P		P	P	<u>P</u>		\$155.305(N)
Newspaper Publisher									P	P	P		\$155.305(O)
Office, General					P	P	P	P	P	P			\$155.305(P)
Office, Medical					P	P	P	P	P	P			\$155.305(Q)
Outdoor Seating/Sidewalk Cafe						C	P	C	C				\$155.305(R)
Pawn Shop									C	P			\$155.305(S)
Radio or Television Studio									P	P	P		\$155.305(T)
Restaurant, Drive-Through						<u>E</u>	<u>E</u>	C	C	C			\$155.305(U)
Restaurant, General						C	P	P	P	C			\$155.305(V)
Retail Sales, General							P		P				\$155.305(W)
Retail Sales, Neighborhood							P	P	P				\$155.305(X)
Self-storage Facility								<u>E</u>	C	P	P		\$155.305(Y)
Service, General							P		P				\$155.305(Z)
Service, Neighborhood							P	P	P				\$155.305(AA)
Tattoo Parlor									S				\$155.305(BB)
Towing Service and Storage									C	C	C		\$155.305(CC)
Vehicle Repair or Service									S	P	P		\$155.305(DD)
Vehicle Sales and Rental									P	P	P		\$155.305(EE)
Veterinary Clinic						<u>C</u>	C	C	P				\$155.305(FF)
Video Sweepstakes Operations							<u>E</u>	<u>E</u>	C				\$155.305(GG)
Industrial Uses													
Building Supplies, Wholesale									C	P	P		\$155.306(A)
Crematorium										P	P		\$155.306(B)
Gas and Fuel, Wholesale										P	P		\$155.306(C)
Laboratory, Research						P			P	P	P		\$155.306(D)

Use Type	Zoning Districts											Specific Use Section
	Residential				Nonresidential							
	R-E	R-10	R-8	R-6	O-R	O-I	B-1	B-2	B-3	I-1	I-2	
Manufacturing, Limited										P	P	§155.306(E)
Manufacturing, General										C	P	§155.306(F)
Manufacturing, Heavy											P	§155.306(G)
Research and Development						P			P	P	P	§155.306(H)
Warehouse, Freight Movement									C	P	P	§155.306(I)
Utilities												
Recycling Center										P	P	§155.307(A)
Renewable Energy Facility										C	P	§155.307(B)
Telecommunication Facility	S	S	S	S	S	S	S	S	S	S	S	§155.307(C)
Utility, Minor	P	P	P	P	P	P	P	P	P	P	P	§155.307(D)
Utility, Major										P	P	§155.307(E)
Waste Service										C	P	§155.307(F)
Key:												
P – Permitted												
C – Conditional Use permitted in the zoning district only if approved by the Planning Board (PB) (§ 155.710)												
S – Special Use permitted in the zoning district only if approved by the Town Council (TC) (§ 155.711)												

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

Agenda Item: 9c

Meeting Date: 08/18/14

TITLE: ADMIN

DESCRIPTION: Calendar of Events

**Date:
08-18-14**

**Action:
N/A**

**Info. Provided:
Calendar of Events**