

Jody L. McLeod  
**MAYOR**

Bruce Thompson  
**TOWN ATTORNEY**

Steve Biggs  
**TOWN MANAGER**



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

Michael Grannis  
**MAYOR PRO TEM**

---

---

## **TOWN COUNCIL MEETING**

**MAY 19, 2014**

### **AGENDA**

#### **MAYOR AND TOWN COUNCIL**

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

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

#### **TOWN STAFF**

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

## **AGENDA**

### **THE WORK SESSION MEETING OF THE CLAYTON TOWN COUNCIL**

**MONDAY, MAY 19, 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 the May 5, 2014, regular meeting.
  - b. Public notice for public hearings slated for the Monday, June 2, 2014, Town Council meeting:
    - Public comment on the proposed FY 14-15 budget [NC GS 159-12(b)]
    - Public hearing for the minor text amendments throughout Chapter 155; proposed revisions available for viewing in the Planning Department, Town Clerk’s office, and on the Town of Clayton website: [www.townofclaytonnc.org](http://www.townofclaytonnc.org) [NC GS 160A-364]
    - Public hearing for text amendments to Chapter 155, Section 403, Signs; proposed revisions available for viewing in the Planning Department, Town Clerk’s office, and on the Town of Clayton website: [www.townofclaytonnc.org](http://www.townofclaytonnc.org) [NC GS 160A-364]
4. **INTRODUCTIONS AND SPECIAL PRESENTATIONS**
  - a. Introduction of new Town of Clayton employee(s).
  - b. Presentation of resolution requesting support for Johnston County bike routes.
  - c. Presentation of community event request for Rock the Block, proposed for June 21, 2014.
5. **ITEMS SCHEDULED FOR THE REGULAR MEETING AGENDA**
  - a. Presentation of contract for fiscal year 2013-2014 audit.
  - b. Presentation of alternative sign plan request ASP 2014-282 for American Pride Car Wash Commercial Subdivision.
  - c. Presentation of minor corrections throughout Chapter 155 of the Town of Clayton Code of Ordinances
  - d. Presentation of text amendments to the Town Code of Ordinances: Chapter 155 Section 403, Signs.

- e. Presentation of memorandum of understanding between the Capital Area Metropolitan Planning Organization (CAMPO) and the Town of Clayton.
  - f. Presentation of resolution directing the clerk to investigate annexation petition request 2014-03-01 located on Glen Laurel Road and Vinson Road for 12 parcels.
  - g. Presentation of warranty acceptance for subject public water, sewer, and associated storm drainage utilities for Mitchiner Hills Subdivision, Phase 2.
6. ITEMS CONTINGENT FOR THE REGULAR MEETING
7. ITEMS FOR DISCUSSION
- a. Discussion of inquiring to sell Town of Clayton property.
  - b. Discussion of urban deer hunting. [Steve]
8. OLD BUSINESS
- a. Status report on Brownfield agreement in reference to the DuPont Property.
9. STAFF REPORTS
- a. Town Manager
  - b. Town Attorney
  - c. Town Clerk
    - Calendar of Events
  - d. Other Staff
10. OTHER BUSINESS
- a. Informal Discussion & Public Comment.
  - b. Council Comments.
11. ADJOURNMENT

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

**Agenda Item: 3a**

**Meeting Date: 5/19/14**

**TITLE: DRAFT MINUTES FROM THE MAY 5, 2014, REGULAR MEETING.**

**DESCRIPTION: Minutes.**

**RELATED GOAL: Administrative**

**ITEM SUMMARY:**

**Date:**

**Action:**

**Info. Provided:**

**05-19-14**

**Approval.**

**DRAFT 5/5/2014 minutes.**

## **MINUTES CLAYTON TOWN MAY 05, 2014**

The first regular meeting of the Clayton Town Council for the month of May was held on Monday, May 05, 2014, at 6:30 PM at Town Hall, 111 East Second Street.

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

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

### **ITEM 1. CALL TO ORDER**

Mayor Jody McLeod called the meeting to order at 6:38 PM. Mayor McLeod gave the invocation.

### **ITEM 2. ADJUSTMENT OF THE AGENDA**

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

### **ITEM 3. ACTION AGENDA**

Mayor Pro Tem Michael Grannis motioned to approve the action agenda as presented; Councilman Art Holder seconded the motion. The motion carried unanimously at 6:40 PM with the following action agenda items being approved:

- Item 3a. Draft minutes from the April 21, 2014, work session meeting.
- Item 3b. Community event requests for the following:
  - HeartChase 2014 slated for Saturday, May 17, 2014
  - Clayton Harvest & Music Festival slated for September 17-21, 2014
- Item 3c. Proclamation: May 2014 as "Older Americans Month."
- Item 3d. Proclamation: May 4-10, 2014, as "Municipal Clerks Week."
- Item 3e. Warranty acceptance for the following:
  - Asphalt pavement installed in Mitchiner Hills Subdivision, Phase 2;

- Public water, sewer, & associated storm drainage utilities for RWAC, Phases 2D & 2F (Ravens Ridge);
- Public water utility for Riverwood Ranch Boulevard Extension; and
- Public water, sewer, & associated storm drainage utilities for RWAC, Phases 6D-1 (Alpine Valley)

Item 3f. Ordinance enacting and adopting a supplement to the Code of Ordinances for the Town of Clayton.

#### **ITEM 4. INTRODUCTIONS AND SPECIAL PRESENTATIONS**

No introductions and special presentations were made to the Town Council.

#### **ITEM 5. PUBLIC HEARINGS**

No public hearings were scheduled for the May 5, 2014, Council meeting.

#### **ITEM 6. OLD BUSINESS**

Item 6a. Proposal to revise the Façade Grant.

Downtown Development Coordinator Bruce Naegelen provided an overview to revise the façade grant program formula to increase the amount from 50% to 75%. He stated a report of prospective projects was included in the agenda packet; herewith attached.

Mayor Pro Tem Grannis questioned if any of the projects would have proceeded at the 50% match.

Downtown Development Coordinator Naegelen stated at least one.

Based upon question, Downtown Development Coordinator Naegelen stated the maximum threshold amount is \$5,000.

Mayor Pro Tem Michael Grannis motioned to approve the increase from 50% to 75% on the façade grant program. Councilman Art Holder seconded the motion. Motion carried unanimously at 6:43 PM.

Item 6b. Status report on Town of Clayton Greenway projects.

Planning Director David DeYoung provided a PowerPoint presentation and overview of the Town of Clayton Greenway projects; PowerPoint presentation herewith attached and incorporated into the record.

Based upon question by Council, Planning Director DeYoung stated the likelihood of federal funding is good as the Town of Clayton would have the design work completed.

Based upon question by Council, Planning Director DeYoung stated widening of O'Neil Street will take place for the construction of the entrance of the Ashcroft Subdivision and would be considered for the design of the tunnel.

Councilman Lawter questioned if the pre-qualification of engineers and consultants for these projects.

Town Manager Biggs stated yes.

## **ITEM 7. NEW BUSINESS**

Item 7a. Resolution – Providing for the Issuance of a \$650,000 Electric System Revenue Bond, Series 2014.

Town Manager Steve Biggs provided an overview of the resolution for the issuance of a \$650,000 electric system revenue bond, series 2014; herewith attached and incorporated into the record. He stated the purpose of the bonds is to finance new construction in support of development. He stated Carter Bank and Trust was the successful bidder.

Councilman Bob Satterfield motioned to approve as presented; Councilman Jason Thompson seconded the motion. Motion carried unanimously at 6:55 PM.

Item 7b. Discussion of FY 14-15 insurance renewal and selection of plan.

Town Manager Steve Biggs provided an overview of the FY 14-15 insurance renewal and distributed two handouts; handouts are herewith attached and incorporated into the record.

- Town has a Wellness Program
- 90 / 10 employer / employee share
  - Purpose of sharing cost is so that employees who met the criteria of not having a condition were made whole and received a \$600 check for the cost of insurance premiums
- Program is dynamic and being re-defined
- Proposal for this year is the Town will pay for the premiums for two plans and employees will be in one of the two plans
  - High plan for employees identified with low to no-risk
    - Co-pays are less
  - Low plan for employees identified with a risk
    - Co-pays are more

- Town is paying 100% of the health plan premiums
- Maximum out of pocket for the two plans is the same
- Intent is to promote incentive for employees to take charge of their wellness
- Rates for family coverage may be adjusted
- Co-pay for an emergency room visit may be adjusted
- Presented to the Wellness Committee and it was favorably received

Mayor Pro Tem Michael Grannis questioned what determines not being able to satisfy the requirements of the program and placing a person in the low-plan.

Town Manager Biggs stated the following criteria apply to all employees: annual physical, dental visit, and completion of health assessment form. He stated the remaining factors are through blood tests that are offered on-site or employees may go to their physician.

Mayor Pro Tem Grannis questioned the use of medication to meet the criteria.

Town Manager Biggs stated prescribed medication is encouraged.

#### **ITEM 8. STAFF REPORTS**

Item 8a. Town Manager

Town Manager Steve Biggs stated no additional report.

Item 8b. Town Attorney

Town Attorney Katherine Ross stated no additional report.

Item 8c. Town Clerk

Town Clerk Sherry Scoggins stated the Town of Clayton is hosting the Live Ethics Webinar on Wednesday, May 14, 2014.

Item 8d. Other Staff

No other staff had a report.

#### **ITEM 9. OTHER BUSINESS**

Item 9a. Informal Discussion and Public Comment.

No informal discussion and public comment were presented to the Town Council.

**Item 9b. Council Comments.**

Mayor Pro Tem Michael Grannis provided an update on the Universal Playground. He stated three weeks ago a finance (sub) committee was formed and held its first meeting this past Thursday. He stated the group received an additional grant from Wal-Mart in the amount of \$2,500.00. He stated there will be a presentation on June 2, 2014, to the (Johnston) County Commissioners.

Councilman Jason Thompson stated he attended the Clayton Fire Department Awards Banquet. He stated the guest speaker was a retired fire department member from Florida who spoke very highly of our Town Council for its support of public safety.

Mayor Pro Tem Michael Grannis stated he attended a softball game sponsored by the Lions Club between the Clayton Fire Department and the Clayton Police Department. He stated the accolades go to our Clayton Fire Department. He stated it appeared that fun was had by all.

**ITEM 10. ADJOURNMENT**

It was the consensus of the Council to adjourn the May 5, 2014, regular Council meeting at 7:15 PM.

Duly adopted by the Clayton Town Council this [ ] day of [ ] 2014, while in regular session.

ATTEST:

---

Jody L. McLeod  
Mayor

---

Sherry L. Scoggins, MMC  
Town Clerk

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

**Agenda Item: 3b**

**Meeting Date: 5/19/14**

**TITLE: PUBLIC NOTICE FOR PUBLIC HEARINGS SLATED FOR THE MONDAY, JUNE 2, 2014, TOWN COUNCIL MEETING:**

- **PUBLIC COMMENT ON THE PROPOSED FY 14-15 BUDGET [NC GS 159-12(b)];**
- **PUBLIC HEARING FOR THE MINOR TEXT AMENDMENTS THROUGHOUT CHAPTER 155; PROPOSED REVISIONS AVAILABLE FOR REVIEW IN THE PLANNING DEPARTMENT, TOWN CLERK'S OFFICE, AND ON THE TOWN OF CLAYTON WEBSITE: [WWW.TOWNOFCLAYTONNC.ORG](http://WWW.TOWNOFCLAYTONNC.ORG) [NC GS 160A-364];**
- **PUBLIC HEARING FOR TEXT AMENDMENTS TO CHAPTER 155, SECTION 403: SIGNS; PROPOSED REVISIONS AVAILABLE FOR REVIEW IN THE PLANNING DEPARTMENT, TOWN CLERK'S OFFICE, AND ON THE TOWN OF CLAYTON WEBSITE: [WWW.TOWNOFCLAYTONNC.ORG](http://WWW.TOWNOFCLAYTONNC.ORG) [NC GS 160A-364].**

**DESCRIPTION: Public notice included.**

**RELATED GOAL: Legislative**

**ITEM SUMMARY:**

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
05-19-14	Approval.	Public notice.



## PUBLIC NOTICE

Notice is hereby given that the Clayton Town Council of the Town of Clayton will hold the following hearings on **Monday, June 2, 2014, at 6:30 PM** in the Council Chambers of the Town Hall, 111 East Second Street:

- In accordance with NC GS 159-12(b), a public hearing to receive public comment on the proposed 2014-2015 fiscal year budget which may include proposed fee amendments to the Town's Comprehensive List of Fees and Charges for Town services. A copy of the proposed budget and any proposed fee amendments is on file in the Town Clerk's office at Town Hall, 111 East Second Street.
- In accordance with NC GS 160A-364, a public hearing to consider amendments to the Unified Development Code. Copies of the proposed amendments are available for review in the Planning office, the Town Clerk's office and on the Town of Clayton website: [www.townofclaytonnc.org](http://www.townofclaytonnc.org). The proposed amendments include:
  - Minor modifications throughout Chapter 155; and
  - 155.403 Signs

This is an open meeting and the public is invited to attend.

---

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

All meetings of the Clayton Town Council are public meetings and citizens are invited to attend. Public hearings and evidentiary hearings may be scheduled during a public meeting; however each hearing functions differently:

- Public hearing, also known as legislative hearing, occurs when an agenda item has been advertised and noticed according to the law thus allowing persons to come before the Council to state their view. After receiving public comment, the item is turned over to the Council for discussion and action.
- Evidentiary hearing, also known as quasi-judicial hearing, occurs when an agenda item has been advertised and noticed according to the law; however, the Council acts like a court of law. During an evidentiary hearing, the Council receives only sworn testimony and other credible evidence. In addition, the Council must make findings of fact based upon the evidence presented. Citizens may give testimony in an evidentiary hearing after they have taken an oath.

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

**Agenda Item: 4a**

**Meeting Date: 5/19/14**

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

**DESCRIPTION: Introduction(s).**

**RELATED GOAL: Administrative**

**ITEM SUMMARY:**

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
05-19-14	Introduction(s).	N/A.

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

**Agenda Item: 4b**

**Meeting Date: 5/19/14**

**TITLE: PRESENTATION OF RESOLUTION REQUESTING SUPPORT FOR JOHNSTON COUNTY BIKE ROUTES.**

**DESCRIPTION:** On behalf of the Johnston County Tourism Board and Johnston County Sports Council, a representative of the Johnston County Visitors Bureau will make the presentation requesting the Town's support of the attached resolution.

Both the Town of Clayton Planning Department and the Town of Clayton Parks & Recreation Department have been a part of this process.

This request is for Council review and instruction.

**RELATED GOAL:** Cultural and Recreation.

**ITEM SUMMARY:**

Date:

Action:

Info. Provided:

05-19-14

Presentation.

Resolution and map.

**TOWN OF CLAYTON  
RESOLUTION OF SUPPORT - JOHNSTON COUNTY BIKE ROUTES**

**WHEREAS**, tourism in Johnston County is a \$197 million dollar industry and is vital to small business owners along Interstates 95 and 40 and US Highway 70, such as, hotels, restaurants, shopping, attractions, and transportation services; and

**WHEREAS**, tourism in Johnston County provides over 4000 jobs and \$29 million in payroll in the county and generates over \$15 million in state and local taxes; and

**WHEREAS**, the Johnston County Sports Council and the Johnston County Tourism Authority recognize the potential for sports and recreation to drive additional tourism dollars to the county; and

**WHEREAS**, bicycle tourism is a growing industry in North Carolina, contributing to the economies of communities that provide facilities for such tourist; and

**WHEREAS**, several well established bike routes are utilized every day by biking enthusiasts; and

**WHEREAS**, bike routes are currently identified in the Johnston County Comprehensive Land Use Plan; and

**WHEREAS**, the Johnston County Sports Council has expanded town bike routes to include county roads which have been vetted by the NC Department of Transportation; and

**WHEREAS**, the Johnston County Visitors Bureau will market these four bike routes to attract visitors to the county through brochures and with online maps; and

**WHEREAS**, each community touched by these bike routes have reviewed each route as it pertains to their transportation plan,

**NOW, THEREFORE, LET IT BE RESOLVED THAT** the Mayor and Town Council of the Town of Clayton support and adopt the Johnston County Bike Routes.

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

(SEAL)

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

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



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

**Agenda Item: 4c**

**Meeting Date: 5/19/14**

**TITLE: PRESENTATION OF COMMUNITY EVENT REQUEST FOR ROCK THE BLOCK, PROPOSED FOR JUNE 21, 2014.**

**DESCRIPTION:** The applicant, Crossroads Church, is requesting the use of the Town Square, Town Square parking lot, and the temporary closure of Fayetteville Street between Main Street and Second Street for a community event, "Rock the Block," for Saturday, June 21, 2014, from 2 PM until 9 PM.

This request is for Council review and instruction.

**RELATED GOAL:** Cultural and Recreation.

**ITEM SUMMARY:**

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
05-19-14	Presentation.	Staff report.



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

## SPECIAL EVENTS COMMITTEE REPORT

**Permit Application Number:** 2014-9  
**Event Name:** ROCK THE BLOCK  
**Event Date(s):** June 21, 2014  
**Location:** TOWN SQUARE

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

**Applicant:** Crossroads Church (XRC)  
**Contact (name, phone, email):** Jeff Gray, (919) 901-5119 HVAC4God@yahoo.com

**Committee Meeting:** April 24, 2014

---

### ORGANIZATION INFO:

**Name of Organization:** Crossroads Church (XRC)  
**Organization Address:** 277 Guy Rd Clayton, NC 27520  
**Organization Contact:** Jeff Gray **Phone:** same as above **Email:** same as above

---

### EVENT INFORMATION

**Location:** Town Square  
**Event Address:** 110 W Main Street, Clayton NC  
**Event Start Time:** 2:00 pm **Event End Time:** 9:00 pm  
**Road Closures:** YES  
**Set Up Time:** 8:00 am **Clean Up Ends:** 11:00 pm **Estimated Attendance:** 400-500  
**Description of Event:** Live music, guest speakers, free food, Teen Challenge, IChoose and Troy Lee, speaker from Clayton High School

---

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: 4-5 Size(s): 10'x10' & 1- 10'x20'  
 Membrane Structures? No

**Power Sources**

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

**Voice/Music Amplification**

YES Musical Entertainment # of Bands: 2-3  
 YES Temporary Stage # of Stages: 2 16x16x18 & a smaller one  
 YES Amplified Sound Start Time: 2:00 pm End Time: 8:00 pm

**Hazardous Materials**

YES Propane, butane, gasoline, diesel tanks, helium cylinders: **propane for pig cooker (hot dogs only)** Organizer will utilize a grease-cup and place protective covering under the cooker to protect asphalt from grease.  
 Portable Heaters:  
 Deep fat fryers:  
 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:  
 YES Food Vendors: Organizer only – no sales  
 N/A Temporary Food Event Sponsor Form received?

**TOWN SERVICES**

**Trash**

4 # Trash Roll-Out Carts  
 4 # Recycled Roll-Out Carts

Delivery Location(s): Town Square at entry – organizer will distribute and return for pickup  
 Delivery date: 6/20/14 Pickup Date: 6/23/14

**Cleanup**

YES Portable Toilets  
 Delivery date: 6/20/14 Pickup date: 6/23/14  
 YES Event Area Cleanup: Volunteers will clean up and place trash in roll carts

**Safety & Security**

NO Security required for:  
 N/A # off-duty Hours/Dates required:  
 N/A Overnight Security Hours/Dates required:

YES **Site Plan** – with application

**EVENT BOUNDARY & ROAD TRAFFIC PLAN**

YES Using Public Streets - **for music load-in**  
Parade, March/Walk, Vehicles, Vendors, Foot/Bike Race, Other  
# of expected participants  
# vehicles participating  
# of animals participating in the event  
Type of animals –

**Boundary** – Town Square and parking lot bounded by W Main, O’Neil, E Second & S Fayetteville

**ROAD CLOSURE REQUEST**

YES • Fayetteville Street from Main to Second June 21, 2014 8:00 am – 11:00 pm  
YES • Town Square Parking Lot June 21, 2014 from 8:00 am – 11:00 pm  
400-500 # of participants expected

**Event Route** – n/a

**Barricades/Cones**

**Where:** Town Square parking lot **Who will Provide:** Public Works  
**Delivery Date:** 6/20/14 **Pickup:** 6/23/14 **Who will Put in Place:** ORGANIZER

n/a **Road Closure/Detour Plan**  
*Refer to maps*

**USE OF TOWN OWNED PROPERTIES**

Signed Use Policy & Procedures received for:  
pending *Town Square*  
n/a *Horne Square*  
*Other*

---

**COMMITTEE DISCUSSION & COMMENTS**

- Public Works requested a grease catcher with grill and a protective covering under cooker to protect asphalt from grease

---

**COMMITTEE CONDITIONS**

- n/a

---

**COMMITTEE ACTIONS:**

- **Committee recommends: APPROVAL**
- Committee report will be submitted to Town Clerk by 5/9/14 for Council Agenda on 5/19/14 and final approval on 6/2/14
- Special Event Permit will be issued by Planning Department upon
  - Town Council approval of requests
  - Proof of all conditions being met

## **TOWN COUNCIL CONSIDERATIONS**

- Close S Fayetteville Street from Main Street to Second Street 6/21/14 8 am – 11 pm
  - Close Town Square Parking Lot 6/21/14 8 am – 11 pm
- 

## **TOWN COUNCIL ACTION/COMMENTS**

- 5/9/14:
  - 6/2/14:
- 

## **DOCUMENTATION TO BE RECEIVED**

### **Rules of Use – Town Square**

---

## **POST EVENT REVIEW**

**Scheduled:** June 26, 2014

- 

- 

**SUBMIT SPECIAL EVENT PERMIT APPLICATION for next year by: March 26, 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:** File Number 2014-9 **Rock the Block**  
**Event Date(s):** June 21<sup>st</sup>, 2014 **Event Time(s):** 2:00 pm to 9:00 pm  
**Event Location:** Town Square 110 W. Main Street  
**Event Coordinator:** Jeff Gray **Contact Number:** 919-901-5119  
**Contact Email:** Hvac4god@yahoo.com  
**Attendees (Per Day):** 400-500

**TOWN SERVICES REQUESTED:**

Department / Division	Requested Services	Date/Time	Primary Contact	Contact Phone #
Planning	Road closure (Fayetteville Street from Main Street to Second Street)	6-21-2014	Bruce Naegelen	553-5002
	Use of Town Square	6-21-2014		
Operations	Roll out carts 4 of each - trash and recycle	Placed: 6-20-14 Removed: 6-23-14	Steve Blasko	553-1530
	Blockade/Cones			

**STAFF USE: Issuance of permit will occur after Council approval of Town Square use and road closure request on June 2<sup>nd</sup>, 2014.**

APPROVED:

DENIED:

DATE: 4-24-2014

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

**Agenda Item: 5a**

**Meeting Date: 5/19/14**

**TITLE: PRESENTATION OF CONTRACT FOR FISCAL YEAR 2013-2014  
AUDIT.**

**DESCRIPTION:** Attached is the contract to audit accounts for the fiscal year 2013-2014 by Anderson Smith & Wike PLLC. The proposed amounts for the upcoming contract are: standard hourly rates; audit - \$21,000 to \$22,000, not to exceed \$22,000; and preparation of financial statements \$7,000 to \$8,000, not to exceed \$8,000.

Mr. Anderson performed the Town’s audit for FY 2012-13 with year-end booking assistance at standard hourly rates; audit - \$21,000 to \$22,000, not to exceed \$22,000; and preparation of financial statements \$7,000 to \$8,000, not to exceed \$8,000.

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

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

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

This request is for Council review and instruction.

**RELATED GOAL:** Finance.

**ITEM SUMMARY:**

<u>Date:</u> 05-19-14	<u>Action:</u> Presentation.	<u>Info. Provided:</u> Contract.
--------------------------	---------------------------------	-------------------------------------

LGC-205 (Rev. 2013)

**CONTRACT TO AUDIT ACCOUNTS**  
Of Town of Clayton, NC  
Governmental Unit

On this 2nd day of April, 2014, Anderson Smith & Wike, PLLC

P. O. Box 697      Rockingham NC 28380 Auditor

Mailing Address

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

the Auditor, and The Town Council of Town of Clayton, NC , hereinafter referred

Governing Board

Governmental Unit

to as the Governmental Unit, agree as follows:

1. The Auditor shall audit all statements and disclosures required by generally accepted accounting principles (GAAP) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit for the period beginning July 1, 2013, and ending June 30, 2014. The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion will be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate discretely presented component units, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).
2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with generally accepted auditing standards. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB Circular A-133 and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated workpapers may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit and/or workpapers are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC CPA Board).
3. This contract contemplates an unqualified opinion being rendered. If financial statements are not prepared in accordance with GAAP, or the statements fail to include all disclosures required by GAAP, please provide an explanation for that departure from GAAP in an attachment.
4. This contract contemplates an unqualified opinion being rendered. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of their most recent peer review report regardless of the date of the prior peer review report to the Governmental Unit and the Secretary of the LGC prior to the execution of the audit contract (See Item 22). If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.  
  
If the audit engagement is not subject to *Government Accounting Standards*, the Auditor shall provide an explanation as to why in an attachment.
6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to the State and Local Government Finance Division (SLGFD) within four months of fiscal year end. Audit report is due on: October 31, 2014. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay must be submitted to the Secretary of the LGC for approval.
7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's systems of internal control and accounting as same relates to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor will make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his findings, together with his recommendations for improvement. That written report must include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] The process for

## Contract to Audit Accounts (cont.) Town of Clayton, NC

(Name of Governmental Unit)

invoice approval has changed. All invoices for Audit work must be submitted by email in PDF format to the Secretary of the LGC for approval. The invoices must be sent through the portal at: <http://nctreasurer.slgfd.leapfile.net>. Subject line should read "Invoice - only. The PDF invoice marked 'approved' with approval date will be returned by email to the Auditor for them to present to the Governmental Unit for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

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

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

Audit \$21,000 - \$22,000 Not to exceed \$22,000

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

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

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

The LGC's process for submitting contracts, audit reports and Invoices are subject to change. Auditors should use the submission process in effect at the time of submission. The most current instructions will be found on our website: <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>

In addition, if the OSA designates certain programs to be audited as major programs, a turnaround document and a representation letter addressed to the OSA shall be submitted to the LGC.

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

**Contract to Audit Accounts (cont.)** Town of Clayton, NC  
(Name of Governmental Unit)

- 16. Whenever the Auditor uses an engagement letter with the Governmental Unit, Item 17 is to be completed by referencing the engagement letter and attaching a copy of the engagement letter to the contract to incorporate the engagement letter into the contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract will control. Engagement letter terms are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 23 of this contract. Engagement letters containing indemnification clauses will not be approved by the LGC.
- 17. Special provisions should be limited. Please list any special provisions in an attachment. *See Attached engagement letter*
- 18. A separate contract should not be made for each division to be audited or report to be submitted. A separate contract must be executed for each component unit which is a local government and for which a separate audit report is issued.
- 19. The contract must be executed, pre-audited, physically signed by all parties and submitted in PDF format including Governmental Unit and Auditor signatures to the Secretary of the LGC. The current portal address to upload your contractual documents is <http://nctreasurer.slgfd.leapfile.net>. Electronic signatures are not accepted at this time. Included with this contract are instructions to submit contracts and invoices for approval as of September 4, 2013. These instructions are subject to change. Please check the NC Treasurer's web site at [www.nctreasurer.com](http://www.nctreasurer.com) for the most recent instructions.
- 20. The contract is not valid until it is approved by the LGC Secretary. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.
- 21. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.
- 22. The Auditor acknowledges that any private employer transacting business in this State who employs 25 or more employees in this State must, when hiring an employee to work in the United States, use E Verify to verify the work authorization of the employee in accordance with N.C.G.S. §64 26(a). The Auditor acknowledges further that any such private employer and its subcontractors must comply with all of the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (North Carolina's E-verify law), and that such private employer has a duty under the law to ensure compliance by its subcontractors. The Auditor further acknowledges that this contract is of the type governed by S.L. 2013-418, which makes it unlawful for a local government to enter into certain types of contracts unless the contractor and its subcontractors comply with North Carolina's E-verify law, and that failure to comply with such law could render this contract void. The Auditor hereby covenants, warrants and represents for itself and its subcontractors that with respect to this contract the Auditor and its subcontractors shall comply with the provisions of North Carolina's E-verify law and that failure to comply with such law shall be deemed a breach of this contract and may render this contract void.
- 23. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted: (See Item 16.)
- 24. **All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.**

**Audit Firm Signature:**  
 Firm: Anderson Smith & Wike, PLLC  
 By: Kenneth R. Anderson  
 (Please type or print name)  
*Kenneth R. Anderson*  
 (Signature of authorized audit firm representative)  
 Email Address of Audit Firm:  
krandersoncpa@bellsouth.net  
 Date: 4-2-2014

**Governmental Unit Signatures:**  
 By: Jody McLeod -Mayor  
 (Please type or print name and title)

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

**Date Governing Body Approved Audit Contract - G.S. 159-34(a)**  
 Date: \_\_\_\_\_

**Unit Signatures (continued):**  
 By: N/A  
 (Chair of Audit Committee- please type or print name)  
*N/A*  
 (Signature of Audit Committee Chairperson)  
 Date: N/A  
 (If Governmental Unit has no audit committee, this section should be marked "N/A.")

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

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

(Signature)  
 Email Address of Finance Officer  
rmckie@townofclaytonnc.org

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

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

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

April 2, 2014

Town of Clayton  
P.O.Box 296  
Robbins, NC 27325

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

We will audit the general purpose financial statements of the Town of Clayton as of and for the year ended June 30, 2014. In addition we will subject the Town of Clayton's Schedule of Expenditures of Federal and State Awards to the auditing procedures applied in our audit of the general purpose financial statements. However, the documents issued by the Town of Clayton for the year ended June 30, 2014 may include additional information which will not be subject to the auditing procedures applied in our audit of the general purpose financial statements, and for which our auditors' report will disclaim an opinion.

*Audit Objectives*

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

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

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

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

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

#### Management Responsibilities

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

Management is responsible for making all financial records and related information available to us. We understand that you will provide us with such information required for our audit and that you are responsible for the accuracy and completeness of that information. We will advise you about appropriate accounting principles and their application and will assist in the preparation of your financial statements, including the schedule of expenditures of federal awards, but the responsibility for the financial statements remains with you. That responsibility includes the establishment and maintenance of adequate records and effective internal control over financial reporting and compliance, the selection and application of accounting principles, and the safeguarding of assets. Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on June 30, 2014.

Audit Procedures - General

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

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

Audit Procedures - Internal Controls

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

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

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

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

#### Audit Procedures - Compliance

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

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

#### Management Responsibilities For Non-attest Services

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

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

#### Non-attest Services

We will provide the following non-attest service:

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

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

*Audit Administration, Fees and Other*

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

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

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

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

Our fees for these services will not exceed the amount listed in the attached Contract to Audit Accounts unless circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances. This fee is based on the amount and type of federal and state awards received by the Town of Clayton during the year ended June 30, 2014 and the related compliance requirements in effect as of the date of this contract. If significant changes have occurred or additional investigation is required, the Auditor shall inform the Governing Board in writing of the circumstances and the additional compensation required. Our invoices for these fees will be rendered as work progresses and are payable on presentation based on the guidelines permitted by the Local Government Commission. This estimate is based on anticipated cooperation from your personnel and the assumption that you have performed clerical checks, reconciliations, comparisons of assets with record accountability and management review of reports that summarize the detail of account balances. Our fees to assist you beyond the scope of the audit will be billed at \$90 to \$125 per hour.

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

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

Very truly yours,



RESPONSE:

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

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

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

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



## SYSTEM REVIEW REPORT

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

We have reviewed the system of quality control for the accounting and auditing practice of Anderson, Smith & Wike, PLLC (the firm) in effect for the year ended March 31, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

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

In our opinion, the system of quality control for the accounting and auditing practice of Anderson, Smith & Wike, PLLC in effect for the year ended March 31, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Anderson, Smith & Wike, PLLC has received a peer review rating of *pass*.

*Koonce, Wooten & Haywood, LLP*

Koonce, Wooten & Haywood, LLP

July 9, 2013

**Raleigh**

4060 Barrett Drive  
 Post Office Box 17806  
 Raleigh, North Carolina 27619

919 782 9265  
 919 783 8937 FAX

**Durham**

3511 Shannon Road  
 Suite 100  
 Durham, North Carolina 27707

919 354 2584  
 919 489 8183 FAX

**Pittsboro**

10 Sanford Road  
 Post Office Box 1399  
 Pittsboro, North Carolina 27312

919 542 6000  
 919 542 5764 FAX

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

**Agenda Item: 5b**

**Meeting Date: 5/19/14**

**TITLE: PRESENTATION OF ALTERNATIVE SIGN PLAN REQUEST ASP  
2014-282 FOR AMERICAN PRIDE CAR WASH COMMERCIAL  
SUBDIVISION.**

**DESCRIPTION: The applicant, Marvel Management LLC, is requesting  
approval of an alternative sign plan to permit a sign that is 16  
square feet larger than allowed in the thoroughfare overlay  
district.**

**This request is for Council review and instruction.**

**RELATED GOAL: Administration.**

**ITEM SUMMARY:**

**Date:**

**Action:**

**Info. Provided:**

**05-19-14**

**Presentation.**

**Staff report and  
Application.**



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:** ASP 2014-282 (Alternative Sign Plan)  
**Project Name:** Alternative Sign Plan for the American Pride Car Wash Commercial Subdivision

**NC PIN / Tax ID:** 165915-62-2978 / 05025005G  
**Town Limits/ETJ:** Town Limits  
**Overlay:** Thoroughfare Overlay District  
**Applicant:** Marvel Management LLC  
**Owners:** American Properties Holdings  
**Planning Board Meeting:** April 28, 2014

**PROJECT LOCATION:** The proposed sign is located at the site of the existing digital sign at the entrance to the American Pride Car Wash, located on the south side of US 70 Business Highway West across from Moore Street and adjacent to Clayton Corners Shopping Plaza.

**REQUEST:** The applicant is requesting approval of an Alternative Sign Plan to permit a sign that is 16 square feet larger than allowed in the Thoroughfare Overlay District.

### STAFF ANALYSIS AND COMMENTARY:

The applicant is requesting approval of an Alternative Sign Plan (ASP) to allow a sign that is larger than permitted by the Unified Development Code (UDC). In this case, the request is to allow a sign 16 square feet larger than is permitted by the Thoroughfare Overlay District (US 70 Bus Hwy W).

This particular request is for the expansion of the existing sign which currently serves multiple commercial parcels, including three parcels (four businesses):

- 165915-62-2978 (American Pride Car Wash)
- 165915-63-0010 (Char-Grill restaurant)
- 165915-62-1761 (Self-Storage Facility and Meineke Car Repair)



*Request/Proposed:* The request is to expand the existing sign by 16 square feet (per side) to include four 1' x 4' internally lit (non-digital) panels that could hold the names of businesses within that commercial subdivision. The existing digital sign would remain at its current size. The structure would also be encased with brick on all four sides. Brick would match the nearby KS Bank in color.

*Overlay District:* Per Section 155.204(A)(5)(b) of the UDC, in the Thoroughfare Overlay District street yard, one freestanding sign is permitted which may not exceed six feet in height at 24 square feet.

*Existing:* The current sign is 24 square feet and six feet in height, and meets the requirements of the Thoroughfare Overlay District. The current request would add 16 square feet of signage in the form of four two-sided panels for a total of 40 square feet per side of the two-sided sign.

*Common Signage Plan:* The sign is subject to a Common Signage Plan (CSP) on file with the Planning Department. The CSP includes the above-referenced properties. Per the CSP, a total of 498.75 square feet of sign face area is available to be allotted among those properties. Of that, 345.48 square feet has been used (by the four businesses and including the existing digital sign). Thus, 153.27 square feet remain to be allocated. The Plan does not note a limit to the size of the multi-tenant sign.

<b>American Pride Common Signage Plan Sign Allocation</b>				
<b>As of 8-2-13</b>				
	Linear Frontage	SF Multiplier	Total SF Allowed	
Sign SF Allowance	399	1.25	<b>498.75</b>	
Business	Sign Type 1 SF	Sign Type 2 SF	Sign Type 3 SF	Total
Meineke	79.3	24.98	45	149.28
CharGrill	38.7	60		98.7
AmeriPride	22.5			22.5
All Temp Storage	19.5	31.5		51
Project Identification Sign (Electric)	24			24
<b>TOTAL USED / EXISTING</b>				<b>345.48</b>
<b>TOTAL REMAINING</b>				<b>157.27</b>

If the ASP is approved, the on-file CSP would be modified to limit the multi-tenant panel colors to those proposed by the applicant of a white panel background with black lettering.



*Current Sign is 6' x 4' (24 SF) and meets UDC requirements.*



*Proposed Sign – This sign structure is 12.5 feet wide and 6 feet high. It includes four 1' x 4' sign panels and one 4' x 6' digital sign. The sign would have a brick surrounding structure.*

*Alternative Sign Plan (ASP):* Although the request does not comply with UDC requirements, according to Section 155.403(K) of the UDC an ASP may be submitted to request approval of signage that does not comply with the requirements of the UDC.

“The purpose and intent of an Alternative Sign Plan (ASP) is to allow for creativity of sign design, providing an opportunity to demonstrate the intent of this Section can be exceeded, in whole or in part, through an ASP.”

ASPs are reviewed by Town Staff and the final decision is made by the Town Council.

➤ **Consistency with the Approval Criteria (155.403(K)(3))**

To qualify for consideration, an ASP shall demonstrate compliance with the approval criteria. Each approval criteria is followed by staff's analysis of whether and how the request meets these criteria:

(a) Components of the ASP shall be consistent with the Town of Clayton General Design Guidelines.

**Staff analysis:**

- *The Design Guidelines indicate monument-style signs should be consistent with the associated buildings – in this case nearby buildings are all brick. A brick façade is appropriate. Staff feels that the structure needs to include additional architectural features to improve the aesthetics of the sign.*
- *The Design Guidelines suggest that listing tenants in a multi-tenant sign “typically produces visual clutter illegible to passing motorists.” Staff feels that by keeping a simple design, and requiring consistent font and color among each panel, legibility is improved. Based on Planning Board recommendations, staff will work with the applicant to ensure the proposed panel sizes will provide legibility and be appropriate for the sign.*
- *The Design Guidelines suggest attractive landscaping to draw attention to signs. A landscape bed currently exists (as required by the UDC) and no modifications to that landscaped area are proposed in this request. If landscaping is removed in the process of sign installation, replacement of plantings would be required.*

(b) The proposed sign design, size, color, and placement are compatible in style and character with any building to which the sign is to be attached, any surrounding structures, and any adjoining signage on the site.

**Staff analysis:**

- *The proposed sign has a brick structure on all four sides. Surrounding buildings and structures all utilize brick materials and so the structure is compatible. As stated above, staff feels that the structure needs to include additional architectural features to improve the aesthetics of the sign.*

(c) Innovative use of materials and design techniques in response to unique characteristics of the specific site.

**Staff analysis:**

- *See (b), above. The existing electronic sign allows signage for parcels within the commercial subdivision that do not have frontage on Highway 70. The proposed modifications to the existing sign will improve the existing sign significantly while providing individual tenant spaces. This conversion mimics characteristics of the adjacent KS Bank sign by incorporating brick in an innovative way to frame the existing sign.*

(d) Placement of sign incorporates or preserves existing native vegetation.

**Staff analysis:**

- *A landscaped bed equal to one half the size of the sign face (in this case, a landscaped bed of 20 square feet) is required for all monument signs. As noted above, a landscaped bed currently exists.*
- *A condition of approval is recommended by staff, requiring the landscaped bed to incorporate additional, native vegetation, with species to be approved by Planning staff.*

(e) Sign design, scale, and placement are oriented to pedestrian traffic.

**Staff analysis:**

- *Not applicable. There are no sidewalks or pedestrian traffic expected at this sign.*

(f) Integrates architectural features in a manner compatible with the surroundings in which the development is located.

- *The sign does not take architectural features of adjacent or associated buildings into account. Staff recommends a condition of approval that the sign include architectural features which add visual interest. Examples include decorative columns, cap stone along top of sign and decorative/ "built-in" planter beds (see pictures below as an example).*



(g) Includes pedestrian facilities, including but not limited to sidewalks, walkways, street furniture, landscaping, and lighting.

**Staff analysis:**

- *As mentioned in (e), above, in this particular location pedestrian traffic is very limited and is not encouraged due to a lack of sidewalks along US 70 Bus Hwy W.*

(h) Consistent with approved neighborhood plans, studies, or area plans.

**Staff analysis:**

- *There are no plans or studies for this area.*
- *The proposed sign is not consistent with the requirements of the Thoroughfare Overlay District. However, staff feels that larger signage on Hwy 70 is warranted for multi-tenant situations where multiple monument/freestanding signs are effectively consolidated into one sign, reducing overall signage and enhancing visibility.*

(i) Future tenants will be provided adequate opportunities to construct, erect, or maintain a sign for identification.

**Staff analysis:**

- *The proposal allocates signage for all affected parcels.*

- (j) Directional signage and building addressing is adequate for pedestrian and vehicular circulation and emergency vehicle access.

**Staff analysis:**

- *Not applicable. Existing signage is considered adequate to allow for navigation of vehicles and pedestrians.*

- (k) The ASP improves the safety and welfare of the general public by minimizing distractions, hazards, and obstructions from sign design or placement.

**Staff analysis:**

- *While these businesses would not have each had a sign on US 70 Bus Hwy W, consolidating signage to one location reduces sign clutter visible from US 70 Bus Hwy W, the access drive and the shopping plaza. The digital sign is now conformance with the UDC by restricting colors to a black background with white lettering, and changing the sign just once every 20 minutes. These requirements improve public safety by limiting driving distractions.*

In conclusion, staff recommends approval subject to additional architectural enhancements to the sign. The proposed sign in its current configuration reflects minimal design for a sign located along US 70 Business Highway West. Additional architectural features need to be included in order to meet the intent of the Alternative Sign Plan section of the UDC.

Staff does support larger signs for multi-tenant purposes, with the intent of consolidating signage and reducing sign clutter. In this specific location, staff feels that 24 square feet is not adequate for the multiple businesses to advertise. A larger sign that minimizes size while providing legible business advertising is a solution to sign clutter and businesses with no frontage on major roadways.

---

## CONSIDERATIONS

- Signage that does not meet the requirements of the UDC can request approval via an Alternative Sign Plan, but must show that the sign exceeds the intent of the UDC by providing a superior design.
- The Town Council approves Alternative Sign Plans.

---

## STAFF RECOMMENDATION:

Staff is recommending approval of the site plan with the following conditions:

1. The construction of the sign is limited to the site design and uses approved by the Town Council. Modifications to the approved Alternative Sign Plan shall require review and approval in accordance with Section 155.403(K) of the Unified Development Code.
2. Following Board approvals, three copies of the Final Alternative Sign Plan meeting the Conditions of Approval shall be provided to the Planning Department.
3. A landscaped bed at least ½ the area of one side of the sign face area is required at the base of the sign. If this requirement is not met by existing vegetation, a plan showing the size, extent, and species of the

landscaped bed shall be provided to the Planning Department for review and approval. Landscaping shall incorporate native, drought-tolerant species of vegetation.

4. The sign structure shall incorporate additional architectural features to add visual interest to the sign. Features should be compatible with surrounding buildings or signage. The revised sign shall be submitted for review and approval by the Planning Department.
5. Panels shall be white with black font lettering.
6. The Planning Department shall conduct a final site inspection upon installation of the sign and landscaping.

---

**PLANNING BOARD RECOMMENDATION:**

See attachment 1.

**ATTACHMENTS:** 1) Planning Board Recommendation Form, 2) Application Materials



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

## SIGN PERMIT APPLICATION

Pursuant to Article 7, Section 155.713 of the Unified Development Code (UDC), no sign, unless specifically exempted under Section 155.403(D) of the UDC may be erected, located or altered in any manner until a sign permit (and building permit if necessary) has been secured from the Planning Department. An owner of land within the jurisdiction of the Town (or a duly authorized agent) may make application with the Planning Department for a Sign Permit.

See Section 155.403 of the UDC for information on sign regulations. Note that signs in overlay districts (i.e. Downtown Overlay) may be subject to additional requirements.

### SIGN TYPE

- Permanent Sign (\$50.00)       Master Sign Plan (\$100.00)       Alternative Sign Plan (\$100.00)  
 New \_\_\_ Modification \_\_\_      New \_\_\_ Modification \_\_\_      New \_\_\_ Modification X

### SITE INFORMATION

Business Name: AMERICA PRIDE CAR WASH      Parcel Number: 050250056

Business Address  
 (include suite #, if applicable): 11553 US 70 BUSINESS WEST

Is the business in a multi-tenant building or shopping center? If yes, which one?       No       Yes: SHOPPING CENTER

(If located in a multi-tenant building, sign may be subject to Master or Alternative Sign Plan criteria)

Applicable Master or Alternative Sign Plan: American Pride Common Signage Plan

Property Owner: American Properties Holdings

Overlay District: Thoroughfare Overlay District

### APPLICANT INFORMATION

Applicant: MARVEL MANAGEMENT LLC

Mailing Address: 2127 WILLOW HILL LANE CLAYTON NC 27520

Phone Number: 919 585 2365      Fax: \_\_\_\_\_

Contact Person: MIKE MARVEL

Email Address: PWMARVEL@AOL.COM      PHGCMARVEL@AOL.COM

### OFFICE USE ONLY

Amount Paid: 100.00      Date Received: 2-28-14      Permit Number: 2014-282

## SIGN FACE AREA CALCULATION

The permitted sign face area amount calculation is based on the distance of street frontage for the subject property. Use the calculation below to determine total allowable sign face area for a site.

1.25 X ~~Street Frontage in Linear Feet\*~~ = 24 Square Feet of total allowable sign face area - Thoroughfare Overlay District

\*Note: If site is has frontage on two streets, use the linear footage of the longest street frontage.

### SIGN SQUARE FOOTAGE TOTALS

Total amount of sign face area allowed = 24 Square Feet per sign face/side.

Total amount of sign face area requested = 40 Square Feet\*

\*Provide the total for all signs requested – see Section 155.403 of the Unified Development Code for instructions on how to calculate sign face area.

- o Include details for individual signs on separate sheets as described in "required information" below
- o Both sides of a two-sided sign must be calculated in the total signage requested.

## REQUIRED INFORMATION

The following items **MUST** be provided by the applicant. See Section 155.403 of the Unified Development Code for sign regulations.

**ALL APPLICATIONS** For all sign applications (including Master and Alternative Sign Plans), provide the following:

Provided?		Item
Yes	N/A	
<input checked="" type="checkbox"/>		One copy of this application, signed.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Owner's Consent Form (if applicant is other than the property owner).
<input checked="" type="checkbox"/>		Permit Fee (\$50.00 for a permanent sign; \$100 for a Master or Alternative Sign Plan).

**PERMANENT SIGN** For new or modified permanent sign applications, provide the following:

Provided?		Item
Yes	N/A	
<input type="checkbox"/>		A color rendering of each proposed sign. Renderings must include sign type, materials, height, width, sign face area (in square feet), type of illumination, letter style/font, letter size, and sign color (include background color, raceway color, and PMS numbers or vinyl manufacturer and number).
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Construction plans demonstrating compliance with Section H of the North Carolina Building Code (if applicable).
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Plan of the property drawn to scale that clearly depicts the location of proposed sign(s), safe sight triangles, applicable setbacks and landscaping. For signs attached to the wall, provide an image or drawing of the building that indicates the location of the sign, drawn to scale.

If subject to a Master or Alternative Sign Plan, application must demonstrate the proposed sign is consistent with the approved Plan.

**MASTER SIGN PLAN** For a new or modified Master Sign Plan, provide the following:

Item provided? Yes: <input type="checkbox"/>	
Provide a typed document which details all proposed signage, including the following information. See Section 155.403(J) for more Master Sign Plan requirements and approval criteria.	
1.	<b>Date:</b> Effective Date
2.	<b>Name:</b> Development Name
3.	<b>Location:</b> Development Location/Address
4.	<b>Allocation of Sign Area:</b> Allocation of total permitted sign face area (among tenants and all proposed site signs)
5.	<b>Permitted Sign Types:</b> Sign type(s) to be permitted (monument, wall signs, window signs, etc)
6.	<b>Sign Design:</b> For each sign type, provide a sketch of generic sign design and appearance to act as a guide for final sign design
7.	<b>Location:</b> <ul style="list-style-type: none"> <li>- Proposed freestanding sign locations, shown on a site plan</li> <li>- Other sign type locations, including required positioning as applicable (i.e. walls signs centered above the doorway)</li> </ul>
8.	<b>Materials:</b> Construction materials permitted for each sign type
9.	<b>Illumination:</b> List what sign types will be permitted to be illuminated, and type of illumination
10.	<b>Colors:</b> Color palette permitted, including PMS numbers or vinyl manufacturer and number. <i>Note one color is permitted for multi-tenant building wall signs (such as a strip shopping center), unless permitted as an Alternative Sign Plan – see below.</i>
11.	<b>Trademarked Logos:</b> Will trademarked logos with colors other than the approved color be permitted? (maximum 12 SF permitted)
12.	<b>Sign Approvals:</b> Include a note that all signage must receive approval from the Town of Clayton Planning Department

**ALTERNATIVE SIGN PLAN** For a new or modified Alternative Sign Plan, provide the following:

Item provided? Yes: <input checked="" type="checkbox"/>	
Provide a typed document including the following items. See Section 155.403(K) of the UDC for Alternative Sign Plan requirements and approval criteria.	
<b>For all Alternative Sign Plan applications:</b>	
✓ 1.	Justification statement which details project information, modifications being requested, specific code references and proposed alternatives
✓ 2.	Location (address and development name)
✓ 3.	All information required for the applicable sign application that the Alternative Sign Plan is replacing (permanent sign or master sign plan), as listed above

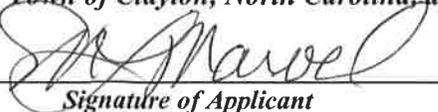
**APPLICANT AFFIDAVIT**

*I/We, the undersigned, do hereby make application and petition to the Planning Department of the Town of Clayton to approve the subject Sign 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.*

MARVEL MANAGEMENT LLC

MICHAEL L. MARVEL

Print Name

  
Signature of Applicant

2/28/14  
Date

February 25, 2014

Mr. David DeYoung  
Planning Director  
Town of Clayton

Dear Mr. DeYoung,

I am formally submitting an Alternative Sign Plan for the sign located at 11553 US 70 Business West, under sign permit 2010-452. The scope of work for the project is to increase the size of the existing sign by 48" x 45" or 15 square feet. In addition, the sign will be contained by a trim border of masonry & brick. The additional square footage will display four stationary sign panels representing advertisement for the four businesses contained in the Green Valley subdivision.

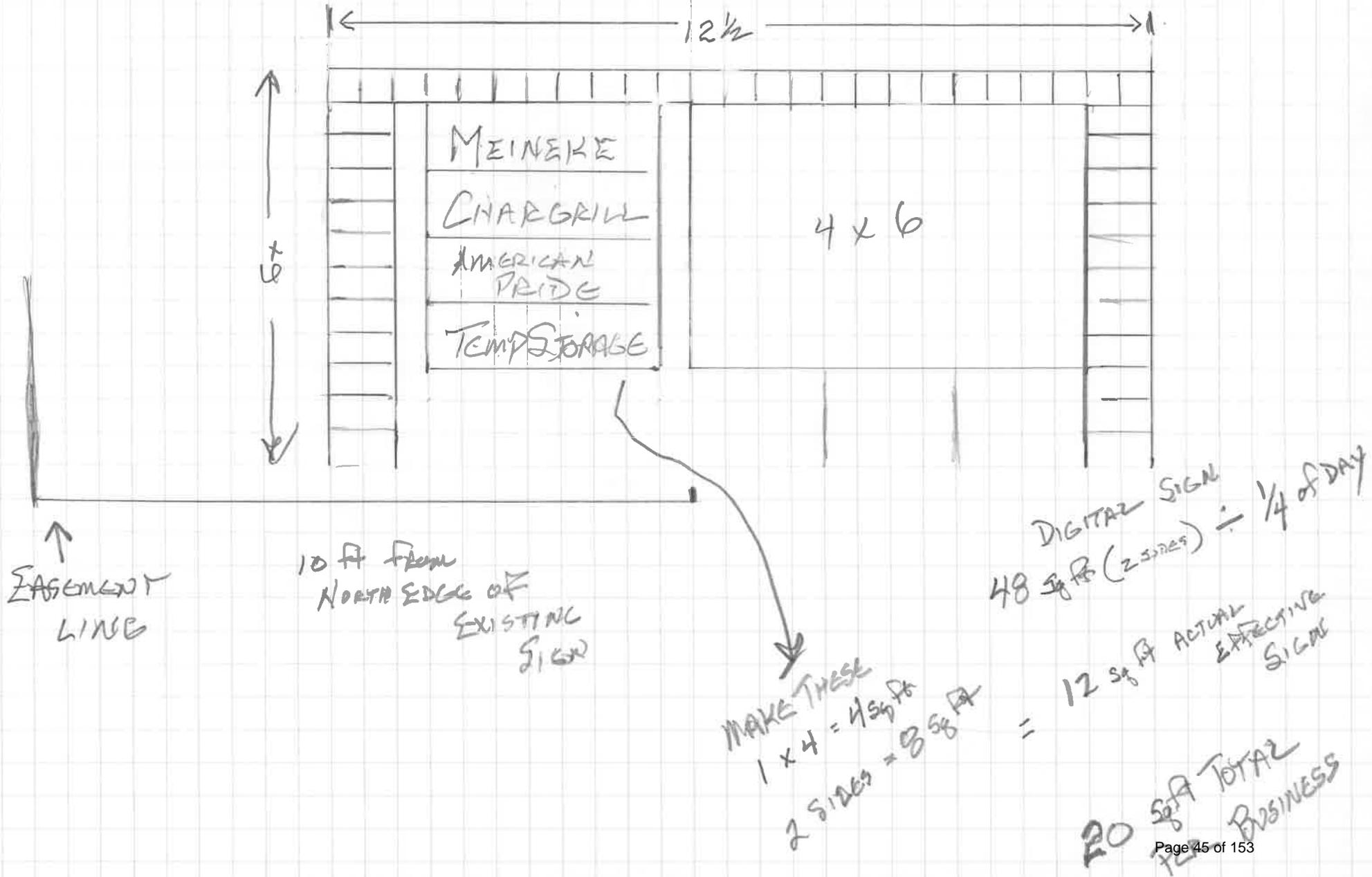
The reason for this request is twofold. First, I believe that it has recently been accepted that Green Valley is a subdivision of its own but unfortunately has very little road frontage on US 70 Business West. Since previous sign ordinances were based on the amount of road frontage, the size restriction was very limited for the advertising of four separate businesses included in the subdivision. I respectfully suggest that this expansion would be more equitable when comparing the amount of advertising space on other existing signs for businesses to the east and the west of this sign.

The second reason is the existing sign is not aesthetically congruous with the other signs in the adjoining subdivisions to the east and the west of us. This new sign will solve that situation and I believe will make it much more acceptable in regard to the intent of the sign ordinances.

Sincerely,

Michael L. Marvel  
Marvel Management LLC  
2127 Willow Hill Lane  
Clayton, NC 27520

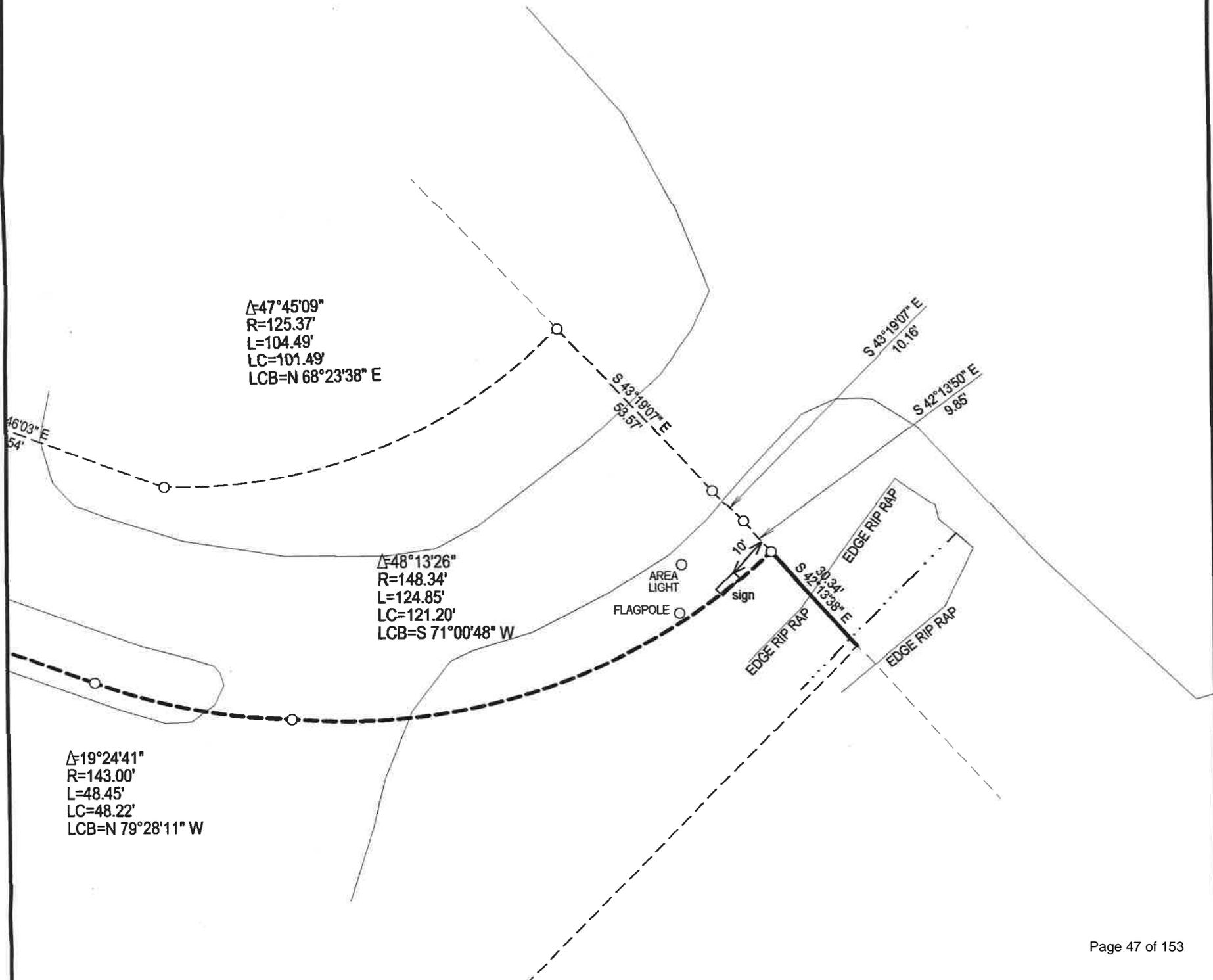


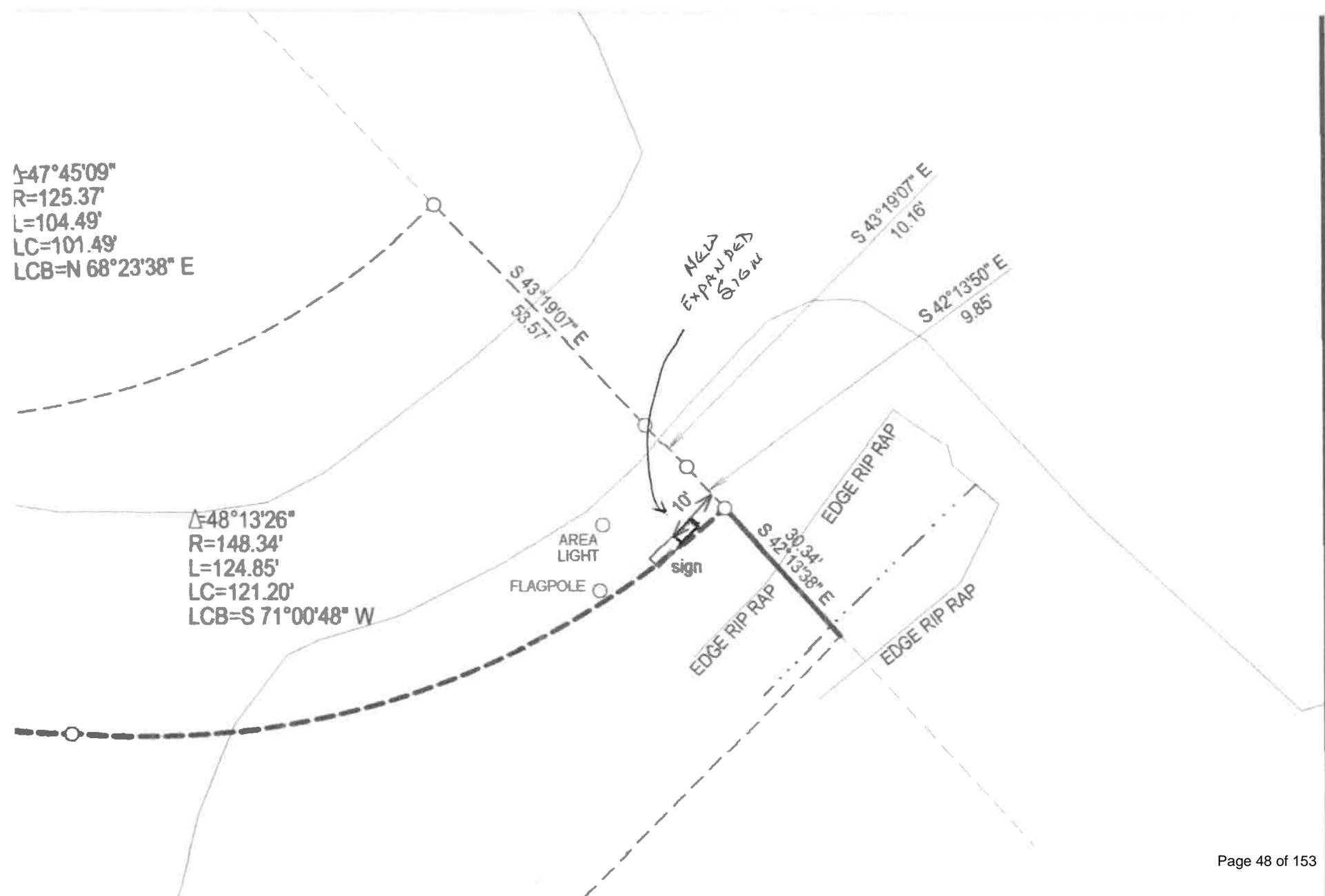


PANEL 6' X 8' 11"  
FRAME 12 X 8' 11"



Example of Brick to be utilized to match adjacent KS Bank sign





**ORIGINAL SIGN PERMIT  
FOR DIGITAL SIGN**

## Town of Clayton Planning Department

# TOTAL SIGN TABULATION SHEET

**A. PERMITTED SIGN AREA CALCULATION:**

- The total amount of on premises signage area permitted on any lot shall not exceed 1.25 times the amount of street frontage of the property. \* 10% bonus permitted if no pole sign is requested.

1.25 x Amount of street frontage (linear feet) = Total amount of signage allowed on site

1.25 x \_\_\_\_\_ = \_\_\_\_\_

+ 10% if applicable = \_\_\_\_\_ (total area permitted)

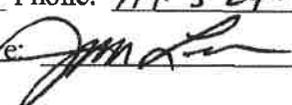
- COMMON SIGNAGE PLAN: YES  NO   
25% bonus if applicable x \_\_\_\_\_ (total area permitted) = Number 3 below \_\_\_\_\_

3. Total amount of signage allowed on site: 24 SQ FT.

4. Total amount of signage requested on site: 24 SQ FT

	<u>REQUESTED</u>	<u>PERMITTED</u>
1. TOTAL WALL/FACIA SIGN AREA: _____		25% of wall or window
2. FREE STANDING SIGN AREA:		
a. GROUND SIGN AREA: <u>24 SQ. FT.</u>		0.25 sq. ft.} per l.f.
b. MONUMENT SIGN AREA: _____		0.20 sq. ft.} of lot
c. POLE SIGN AREA: _____		.125 sq. ft.} frontage
TOTAL FREE STANDING SIGN AREA: _____		
3. TOTAL PROJECTING SIGN AREA: _____		10 sq. ft./side
4. TOTAL AWNING, MARQUEE, CANOPY, AND HANGING SIGN AREA: _____		75% of surface

**B. TOTAL BILLBOARD SIGN AREA:** \_\_\_\_\_  
Distance to nearest existing billboard \_\_\_\_\_

Print Business Name: WALTON GROUP  
 Address: 442 1/2 E. MAIN ST.  
 Contact Person: JIM LEE Phone: 919 524-1019  
 Print Applicant Name: JIM LEE Signature: 

**NOTE:** Construction and Electrical permits must be secured through the Inspections Department located.

**SIGNAGE PLAN FACT SHEET**

**PROJECT NAME** GREEN VALLEY

Indicate type of sign: Wall, Projecting, Billboard, and Free Standing: Ground, Monument, Pole.

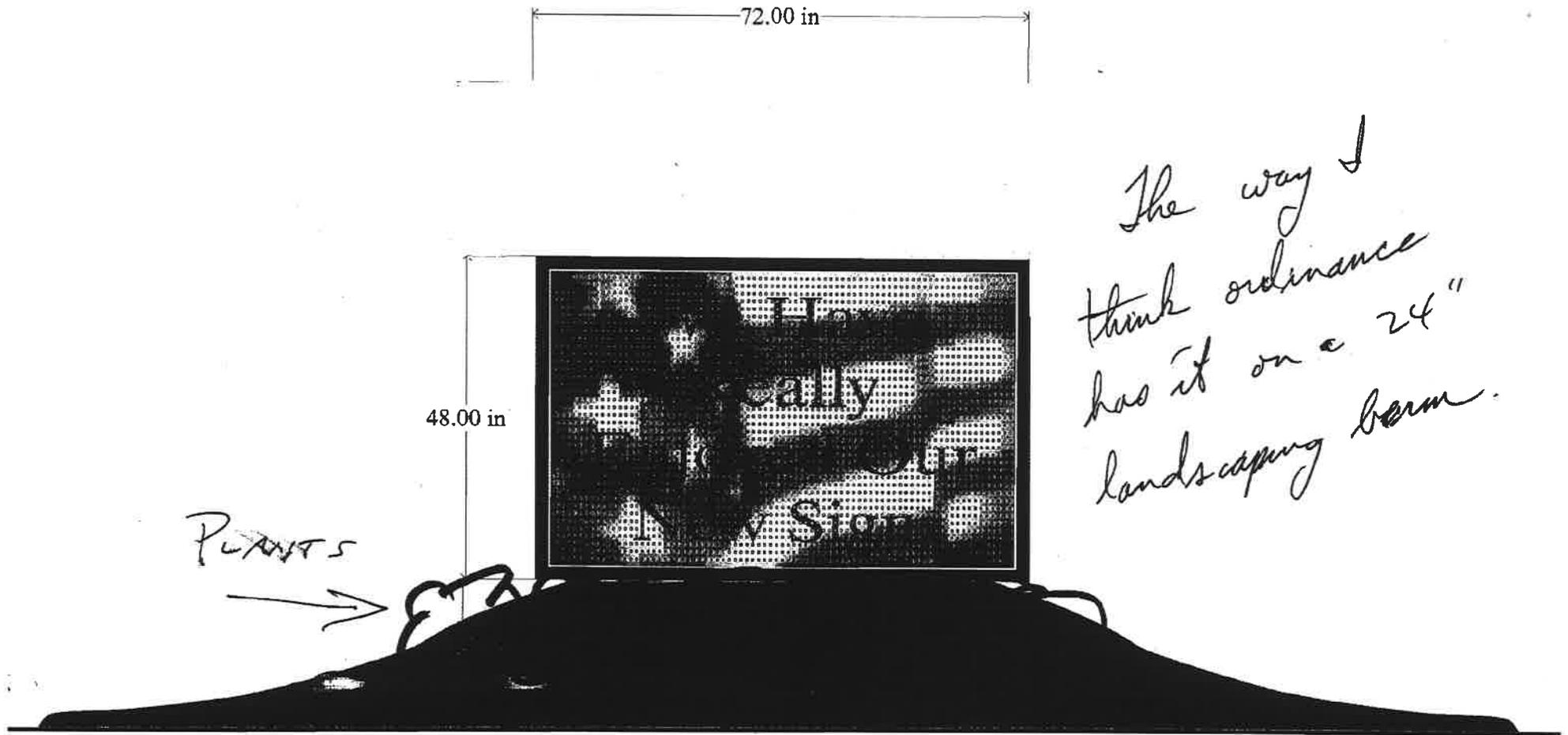
Type =

Type =

Type =

HEIGHT	4 FT		
DIMENSIONS	4 X 6		
SIGN AREA (SQUARE FEET)	24		
PERMITTED SIGN AREA	24		
TYPE OF ILLUMINATION	DIGITAL L.E.D.		
INFORMATION TO BE DISPLAYED	TENANT INFO		
MATERIALS	STEEL, ALUM, GLASS		
LETTER STYLE	VARIES		
LETTER SIZE	VARIES		
COLORS TO BE USED IN SIGN	RED WHITE BLUE		
BACKGROUND COLOR	BLACK		

**NOTE:** Construction and Electrical permits must be secured through the Inspections Department located.



**WALTHOM GROUP - Jim Lee**

**4' x 6' LED Sign (Full Color)**

**SIGN & AWNING SYSTEMS, INC.**

2785 US Hwy 301 N. Dunn NC 28334  
PH 910.892.5900 FX 910.892.2140

LICENSE AGREEMENT FOR SIGN LOCATION

Filed in JOHNSTON COUNTY, NC  
CRAIG OLIVE, Register of Deeds  
Filed 5/6/2010 8:27:15 AM  
BOOK 3842 PAGE 461 - 465  
INSTRUMENT # 2010284785  
Real Estate Excise Tax: \$0  
Deputy/Assistant Register of Deeds: L KIRBY

Prepared by: Howard P Satsky  
Return to: Satsky & Silverstein, LLP 900 Ridgefield Drive, Suite 250 Raleigh, NC 27609

STATE OF NORTH CAROLINA

COUNTY OF JOHNSTON

LICENSE AGREEMENT

This License Agreement (the "Agreement") is made as of the 2<sup>nd</sup> day of MARCH, 2010 by and between American Properties Holdings, LLC, a North Carolina limited liability company ("Licensor"), and Walthom Group, a North Carolina general partnership ("Licensee").

RECITALS

WHEREAS Licensor is the owner of a tract of land located on U. S. Highway 70 in the Town of Clayton, Johnston County, North Carolina shown and described as Lot 1 in Book of Maps 55, Page 48, Johnston County Registry, and further described on the Johnston County Tax Listings as No. 05025005G (the "Licensor Property"); and

WHEREAS situate on the Licensor Property is a business owned by American Pride, Inc., an affiliate of Licensor; and

WHEREAS Licensee is the owner of a tract of land adjacent to and southwest of the Licensor Property shown and described as Lot 2 in Book of Maps 55, Page 48, Johnston County Registry (Tax Listing No. 05E99017F), on which is located a business known as "Temp Storage" and an additional business known as "All Tune and Lube", owned; and

WHEREAS Licensee, having no frontage on US Highway 70, desire to erect a digital LED sign (the "Sign") on the Licensor Property, and Licensor has agreed to grant Licensee a limited, revocable, and non-exclusive license to erect such signage on the Licensor Property, all pursuant and subject to the terms and provisions of this Agreement.

NOW THEREFORE in consideration of mutual promises and covenants contained herein, the Parties do hereby agree as follows:

*Handwritten initials*

1. Licensor hereby grants to Licensee, subject to all the terms and conditions hereof, a limited, revocable and non-exclusive license to erect the Sign on the Licensor Property. The size, shape, materials, design and copy of the Sign as well as the exact location of the Sign on the Licensor Property shall at all times be subject to Licensor's prior written approval, which Licensor may grant, deny or condition in its sole and absolute discretion. In addition, any landscaping, repairs or changes to or in connection with the Sign are at all times subject to Licensor's prior written approval, which Licensor may grant, deny or condition in its sole and absolute discretion.

2. The construction and installation as well as the maintenance and repair of an approved Sign shall be done by Licensee at the sole cost and expense of Licensee, and in compliance with all laws, regulations and ordinances applicable thereto. Licensee shall not construct or install or permit the construction or installation of any barrier or other obstruction which would prohibit, restrict or hinder the use of the Licensor Property by Licensor. If Licensee fails to comply with its installation, repair and maintenance obligations, Licensor may but shall not be required to correct such failure and shall be entitled to reimbursement from Licensee of all expenses occurred therefore.

3. It is acknowledged and understood that a further condition of any Sign approval by Licensor shall be Licensor's right to a one-third sharing of the use of the Sign for advertising the business of Licensor. In addition, Licensee further agrees that the four (4) colors for the digital LED sign will be black (cabinet, frame and pole covers) red, white, and blue, and all electrical connections will be concealed inside the pole covers to the sign.

4. Licensee, jointly and severally, shall indemnify, defend and hold Licensor harmless from and against any and all claims, damages or liabilities (including reasonable attorney fees) resulting from or in any way connected with (i) the use of the Sign by Licensee, its successors, assigns, affiliates, officers, partners, employees, invitees, customers, agents or guests. , (ii) the use of the Licensor Property by Licensee, its successors, assigns, affiliates, officers, partners, employees, invitees, customers, agents or guests, or (iii) the failure of Licensee, its successors, assigns, affiliates, officers, partners, employees, invitees, customers, agents or guests, to comply with any of the conditions, restrictions or provisions of this Agreement. Licensor shall not be liable to Licensee for any reason whatsoever in connection with Licensee's use of the Sign, including, without limitation, should Licensee's access to the Sign be hindered or disturbed. This indemnity shall survive any termination of this Agreement.

5. Unless otherwise terminated, this Agreement shall terminate December 31, 2030. Notwithstanding anything (including any implication) to the contrary contained in this Agreement, Licensor may terminate the license granted to Licensee by this Agreement at any time by giving Licensee at least ninety (90) days notice of such termination, except that Licensor may, at its election, terminate the permission forthwith at any time if Licensee fails to comply with or abide by each and all of the provisions hereof or keep all of Licensee's promises herein. Upon termination of the license by

Licensor and upon request of Licensor, Licensee must remove the Sign and any other related improvements from the Licensor Property. Failure of Licensee to do so within fifteen (15) days of such notice of termination shall entitle Licensor to remove such improvements and recover all of its cost and expenses in doing so from Licensee.

6. Nothing contained herein is intended to be or shall be construed or deemed a constitute a grant of an easement or a dedication, expressed or implied, in any real property to or for any public use or purpose whatsoever. Licensee agrees that it does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Licensor Property, by virtue of this license or Licensee's occupation or use hereunder and Licensor conveys no interest in the Licensor Property to Licensee by this Agreement.

7. The terms, covenants, conditions and provisions of this Agreement may be extended, abrogated, modified, rescinded or amended in whole or in part only with the consent of Licensor and Licensee and only in writing.

8. This Agreement shall be governed in all respects by the laws of the State of North Carolina.

9. Any notices or other communications to be given hereunder shall be in writing and shall be deemed to have been given if delivered in person or mailed by United States Certified or Registered Mail, postage prepaid, return receipt requested, to the parties at the following addresses or to such other addresses that shall be given in writing from one party to another:

If to Licensor:

Charles T. Bell  
Manager  
PO Box 20909  
Raleigh, NC 27619  
(919) 847-7700  
(919) 847-7999 Fax  
cb@americanprideus.com

If to Licensee:

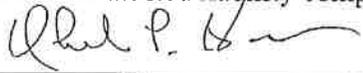
F. Norwood Thompson  
a North Carolina general partnership  
442 ½ E. Main St  
Clayton, NC 27520  
(919) 553-5400  
(919) 550-3814 Fax  
ghales@walthomgroup.com

10. No waiver of any condition, covenant or restriction of this Agreement by either party shall be deemed to imply or constitute a further waiver of the same or any way limit or amplify the terms and provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, all as of the day and year first above written.

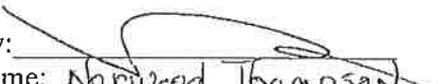
**LICENSOR**

**American Properties Holdings, LLC**, a  
North Carolina limited liability company

By:   
Charles T. Bell, Manager

**LICENSEE**

**Walthom Group**  
a North Carolina general partnership

By:   
Name: Norwood Thompson  
Title: Partner

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I certify that the following persons(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Charles T. Bell, Manager of American Properties Holdings, LLC

Date: 3.2.10

, Notary Public

My Commission Expires: 03.14.2014



STATE OF NORTH CAROLINA

COUNTY OF ~~WAKE~~ Johnston

I certify that the following persons(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: F. Novwood Thompson, managing partner for Waltron Group

Date: March 3, 2010

Celeste M. Lopez Notary Public



My Commission Expires: October 22, 2011

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

**Agenda Item: 5c**

**Meeting Date: 5/19/14**

**TITLE: PRESENTATION OF MINOR CORRECTIONS THROUGHOUT  
CHAPTER 155 OF THE TOWN OF CLAYTON CODE OF  
ORDINANCES.**

**DESCRIPTION: Attached.**

This request is slated for public hearing at the June 2, 2014,  
Council meeting.

**RELATED GOAL: Administration.**

**ITEM SUMMARY:**

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
05-19-14	Presentation.	Spreadsheet.

**Unified Development Code  
Glitch Amendments  
April 2014**

Section	Current	Proposed	Reason
155.203(G) Table 2-2	R-E Zoning District requires min. 40,000 square foot lots without well and septic.	Add new line to R-E in the Table which allows the minimum lot area with public water and a septic system shall be 30,000 square feet. See Attachment "A".	Allows a lot adjustment if soils are appropriate without modifying density allowances.
155.204(A)(5)(b)6	One on-premises sign not exceeding six feet in height and 24 square feet.	<del>Other than a Development Identification Sign described in Section 155.403, freestanding one-on-premises signs may not exceed</del> six feet in height and 24 square feet <u>per sign face.</u>	Corrected to reflect sign code.
155.204(C)(9)(b) Table 2-8	<b>Key:</b> C- Conditional Use permitted if approved by the Planning Board.	<b>Key:</b> C- Conditional Use permitted if approved by the <del>Planning Board</del> <u>of Adjustment.</u>	Corrected Board reference.
155.301(C)(4)	For developments of 40 or more dwelling units, a divided ingress-egress driveway with a landscaped median for all entrances from public streets shall be provided for all developments.	For developments of 40 or more dwelling units, a divided ingress-egress driveway with a landscaped median <u>is required at the main entrance to the community. for all entrances from public streets shall be provided for all developments.</u>	Burdensome requirement of more than one project entrance is proposed.
155.309(D)	<i>Temporary outdoor display of merchandise.</i> Permanent outdoor display of merchandise may be approved as a part of a major site plan (see §155.405).	<i>Temporary outdoor display of merchandise.</i> Permanent outdoor display of merchandise may be approved as a part of a major site plan (see §155. <del>311405</del> ).	Correct reference changed by code updates
155.309(D)(3)	The requirements of this section do not supersede the permanent outdoor storage or display requirements of §155.405.	The requirements of this section do not supersede the permanent outdoor storage or display requirements of §155. <del>311405</del> .	Correct reference changed by code updates
155.310(N)(5)(b)8.	Applicants should submit the information required by subsections (a) through (g) above for multiple designs that would be consistent with the prevailing design aesthetic in various Town, to be determined at the pre-application conference.	Applicants should submit the information required by subsections (1a) through (7g) above for <u>each design, if multiple designs are proposed. that would be consistent with the prevailing design aesthetic in various Town, to be determined at the pre-application conference.</u>	Section needed clarification.
155.310 (N)(7)(d)	A stamped or sealed structural analysis of the proposed tower prepared by a registered professional engineer licensed by the State of North	A stamped or sealed structural analysis of the proposed tower prepared by a registered professional engineer licensed by the State of North	Clayton has land area in both Wake and Johnston County.

Section	Current	Proposed	Reason
	Carolina indicating the proposed and future loading capacity of the tower is compliant with EIA/TIA-222-G (as amended) for Johnston County, North Carolina.	Carolina indicating the proposed and future loading capacity of the tower is compliant with EIA/TIA-222-G (as amended) for <u>either Johnston or Wake County</u> , North Carolina, <u>as appropriate</u> .	
155.310(N)(7)(n)	List of adjacent property owners and keyed to the map. The list must be from the most current ownership information supplied by the Town Tax Department, together with two sets of mailing labels for such property owners.	List of adjacent property owners and keyed to the map. The list must be from the most current ownership information supplied by the <u>Town appropriate County</u> Tax Department, together with two sets of mailing labels for such property owners.	Clayton has land area in both Wake and Johnston County.
155.310(O)(1)(c)	A stamped or sealed structural analysis of the proposed tower prepared by a registered professional engineer licensed by the State of North Carolina indicating the proposed and future loading capacity of the tower is compliant with EIA/TIA-222-G (as amended) for Johnston County, North Carolina.	A stamped or sealed structural analysis of the proposed tower prepared by a registered professional engineer licensed by the State of North Carolina indicating the proposed and future loading capacity of the tower is compliant with EIA/TIA-222-G (as amended) for <u>either Johnston or Wake County</u> , North Carolina <u>as appropriate</u> .	Clayton has land area in both Wake and Johnston County.
155.310(O)(1)(h)	List of property owners within 1,000 feet in residential zoning districts and 500 feet in all other zoning districts and keyed to the map. The list must be from the most current ownership information supplied by the Town Tax Department, together with two sets of mailing labels for such property owners.	List of property owners within 1,000 feet in residential zoning districts and 500 feet in all other zoning districts and keyed to the map. The list must be from the most current ownership information supplied by the <u>Town appropriate County</u> Tax Department, together with two sets of mailing labels for such property owners.	Clayton has land area in both Wake and Johnston County.
155.401(C)(3)(b) Table 4-3	Note 5 missing.	<u>Notes:</u> <u>5. Handicap parking spaces are required to have a minimum five foot wide access aisle for loading and unloading. Access aisle may be shared between two spaces.</u>	Note 5 missing.
155.402 (D)(1)(b)	One canopy tree, one understory tree, and two shrubs shall be planted for each 1,000 square feet of landscape area required. Trees need to be evenly planted throughout the landscaped area, but may be staggered or clustered as necessary to maximize visual and screening objectives, and to meet the needs of the particular species of plants for root space, water, light, and air circulation. At the time of	One canopy tree, one understory tree, and two shrubs shall be planted for each 1,000 square feet of landscape area required. Trees need to be evenly planted throughout the landscaped area, but may be staggered or clustered as necessary to maximize visual and screening objectives, and to meet the needs of the particular species of plants for root space, water, light, and air circulation. <u>At the time of</u>	Move size requirements to 155.402(H)(1)(a)3.

Section	Current	Proposed	Reason
	planting all canopy trees shall be at least six feet in height, all understory trees shall be at least four feet in height, and all shrubs shall be at least one foot in height.	<del>planting all canopy trees shall be at least six feet in height, all understory trees shall be at least four feet in height, and all shrubs shall be at least one foot in height.</del>	
155.402(E)(3) Figure 4-1	Class C Buffer requires one wall or berm.	Update Class C Buffer to require “ <u>a wall, opaque fence, hedge, berm or combination thereof with a minimum height of six feet at installation.</u> ”	Added for flexibility in design.
155.402(E)(7)(c)3.	Fences shall be constructed of high quality materials, such as treated wood, black vinyl coated chain link and wrought iron. Vinyl coated chain link fencing is subject to the requirements set forth in §155.402(F)(6) below.	Fences <del>shall be constructed of high quality materials, such as treated wood, black vinyl coated chain link and wrought iron.</del> Vinyl coated chain link fencing <u>is</u> are subject to the requirements set forth in §155.402( <del>G</del> F)(6) below.	Eliminating redundancy and correcting reference
155.402(G)(6)(b)1.	<i>Residential Uses</i>  Black vinyl coated chain link fencing is permitted for individual lots from the front façade of the house in the side and/or rear. It may not be used along a side street, forward of the front façade or between the house and the side property line.	<i>Residential Uses</i>  Black vinyl coated chain link fencing is permitted for individual lots from the front façade of the house in the side and/or rear. It may not be used <del>along a side street,</del> forward of the front façade. <u>It may be used along a side street</u> or between the house and the side property line <u>if screened from view by landscape materials maintained at the same height as the fence or higher. Shrubs shall be at least 30 inches in height at planting.</u>	Screening allows the use and accomplishes the intent of the section.
155.402(H)(1)(a).	155.402(H)(1)(a)3. is missing.	<u>3. Except as otherwise indicated, selected trees shall be a minimum of two and one-half caliper inches at the time of planting. Canopy trees shall be at least eight feet in height and understory trees shall be at least six feet in height at planting. Shrubs shall be at least 30 inches in height at planting.</u>	Adding section 3 to provide a better location for minimum size requirements for plantings.
155.700(A)(1)	The Town Council is established and composed pursuant to Chapter 30 of the Town's Code of Ordinance's.	The Town Council is established and composed pursuant <u>to the Town Charter and</u> Chapter 30 of the Town's Code of Ordinances.	Correcting establishment references.

Section	Current	Proposed	Reason
155.713(D)	Following completion of the technical review period, the Planning Board shall review and take final action on Alternative Sign Plans and billboards provided that all requirements of this Chapter, and all other applicable electrical and North Carolina Building Code requirements.	Following completion of the technical review period, the <del>Planning Board</del> <u>Town Council</u> shall review and take final action on Alternative Sign Plans and billboards provided that all requirements of this Chapter, and all other applicable electrical and North Carolina Building Code requirements.	Incorrect Board reference.
155.802	<b>Lot of Record</b> A lot which is part of a subdivision recorded in the Office of the Register of Deeds of Johnston County, or a lot described by metes and bounds, the description of which has been so recorded.	<b>Lot of Record</b> A lot which is part of a subdivision recorded in the Office of the Register of Deeds of Johnston County <u>or Wake County, as appropriate</u> , or a lot described by metes and bounds, the description of which has been so recorded.	Clayton has land area in both Wake and Johnston County.

### Attachment A

Conventional Subdivision Standards															
Zoning District	Unit Type	Lot Standards						Density (dwelling units / acre)	Minimum Setbacks (ft.)				Building Standards		
		Min. Site Area (Acres)	Min. Parcel Size (sq. ft.)	Min. Lot Area (sq. ft.)	Min. Lot Width (ft.)	Max Lot Coverage (%)	Max Impervious Surface (%)		Front	Side Interior	Side Street	Rear	Max. Height (ft.)	Min. Dwelling Unit Size (sq. ft)	Accessory Structures
<b>R-E</b>	Single Family with water and sewer	--	--	20,000	80	35	50	2	35	15	25	30	35	1,400	See §155.308
	Single Family with well and septic	--	--	40,000	100	35	50	1	35	15	25	30	35	1,400	
	Single Family with public water and septic			30,000	80	35	50	1	35	15	25	30	35	1,400	
<b>Notes</b>															
1	Minimum dwelling unit size = total heated square footage														
2	Manufactured homes and manufactured home parks shall meet the minimum requirements set forth in UDC §155.301 (F) and (G)														
3	In no instance shall the area of a residential lot be less than the size determined to be adequate by the County Health Department after soil and ground water table investigations have been made.														
4	A minimum of 1,245 square feet of Recreation and Open Space is required per unit for Single Family, Zero Lot Line and Alley Loaded units.														
5	Public water and sewer is required in the R-10, R-8 and R-6 Zoning Districts. Within Town limits, connection to public water and sewer is also required for lots contiguous to existing service.														
6	Lots using a zero side interior setback for one lot line are required to double the side interior setback requirement established for a single family unit for the opposite lot line.														
7	In the R-10 and R-8 Zoning Districts, townhouse parcels, apartment parcels, and upper story residential shall not exceed a density of 10 dwelling units per acre.														
8	In the R-6 Zoning District, townhouse parcels, apartment parcels, and upper story residential shall not exceed a density of 12 dwelling units per acre.														

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

**Agenda Item: 5d**

**Meeting Date: 5/19/14**

**TITLE: PRESENTATION OF TEXT AMENDMENTS TO THE TOWN CODE OF ORDINANCES: CHAPTER 155, SECTION 403, SIGNS.**

**DESCRIPTION: Attached.**

**This request is slated for public hearing at the June 2, 2014, Council meeting.**

**RELATED GOAL: Administration.**

**ITEM SUMMARY:**

**Date:**

**Action:**

**Info. Provided:**

**05-19-14**

**Presentation.**

**Proposed ordinance.**

## ARTICLE 4: GENERAL DEVELOPMENT STANDARDS

### § 155.403 SIGNS

#### (A) PURPOSE AND INTENT

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

#### (B) PERMIT REQUIRED

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

#### (C) SIGN DEFINITIONS

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

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

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

##### (2) **Billboard**

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

##### (3) **Cabinet Sign**

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

##### (4) **Changeable Copy Sign – Manual**

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

##### (5) **Deteriorated Sign**

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

**(6) Development Identification Sign – Non-residential**

A sign that identifies a non-residential development with multiple buildings. The sign may contain the name of the development, names of the tenants, or a combination of these components.

**(7) Development Identification Sign - Residential**

A sign that identifies a residential development such as a single family subdivision or multi-family development.

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

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

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

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

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

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

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

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

**(10)(12) Freestanding Sign**

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

**(11)(13) Hanging Sign**

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

**(12)(14) Historic Sign**

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

**(13)(15) Inflatable Sign**

Signs that are inflated using air pressure.

**(14)(16) Monument Sign**

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

**(15)(17) Obsolete Sign**

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

**(16)(18) Off-Premises Sign**

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

**(17)(19) On-Premises Sign**

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

**(18)(20) Pole Sign**

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

**(19)(21) Portable Sign**

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

**(20)(22) Post Sign**

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

**(21)(23) Post and Arm Sign**

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

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

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

**(23)(24) Projecting Sign**

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

**~~(24)~~(25) Roof Sign**

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

**~~(25)~~(26) Temporary Signs**

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

**~~(26)~~(27) Wall/Fascia Sign**

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

**~~(27)~~(28) Windblown Sign**

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

**~~(28)~~(29) Window Sign**

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

**(D) EXEMPTIONS**

The following signs shall not be subject to regulation hereunder:

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

message is included, then the signs square footage will be counted against the total allowable site signage.

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

**TABLE 4-8: REAL ESTATE SIGN STANDARDS**

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

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

**(E) SIGNS PROHIBITED**

The following signs are expressly prohibited within all zoning districts:

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

**(F) GENERAL SIGN REGULATIONS****(1) Signs Located in Overlay Districts**

Signs located within an Overlay District are subject to the provisions of this Section, except that regulations within § 155.204 (Overlay Districts) shall supersede and may be either more or less restrictive than the regulations for signs contained in this Section ~~-,~~ unless permitted as an Alternative Sign Plan per (K) of this Section.

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

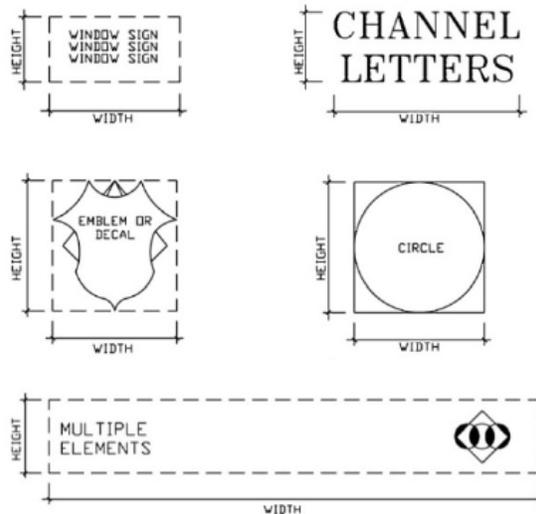
Signs erected in connection with a home occupation pursuant to § 155.308(C)(2) are subject to the provisions of this Section, except that regulations within § 155.308(C)(2) shall supersede and may be either more or less restrictive than the regulations for signs

contained in this Section—, unless permitted as an Alternative Sign Plan per (K) of this Section.

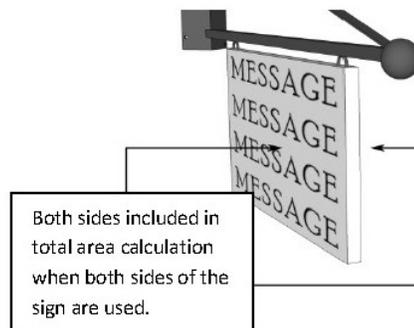
### (3) Computation of Sign Measurements

#### (a) Computation of Sign Area

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



- Where a sign has two or more faces, the area of all faces shall be included in determining the area of the sign, unless otherwise specified.



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

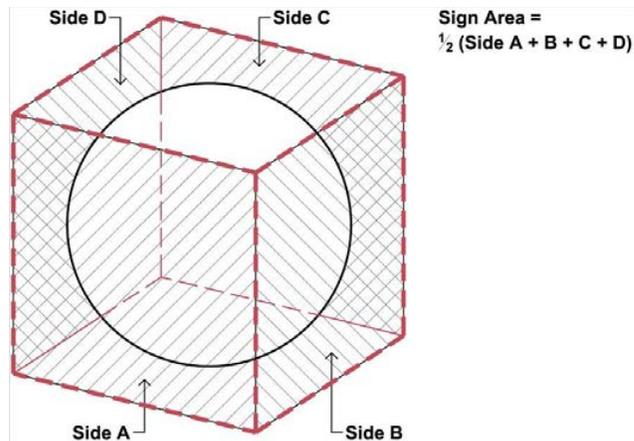


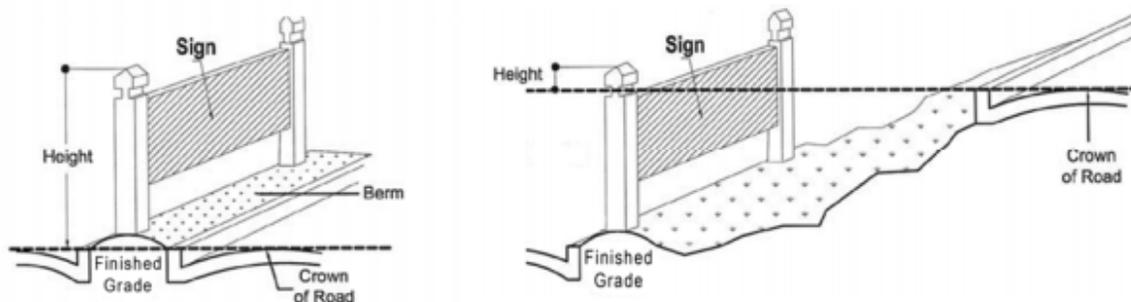
Illustration of sign area for sculptural non-planar signs.

(b) **Computation of Sign Height**

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

1. *Freestanding Signs*

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



2. *Signs Attached to Buildings*

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

(4) **Construction Standards**

- (a) All signs shall comply with the appropriate provisions of the North Carolina Building Code, the National Electric Code, and this Section.
- (b) Signs shall be located in such a way that they maintain sufficient horizontal and vertical clearance of all overhead electrical conductors in accordance with National

Electric Code specifications, provided that no sign, except governmental signs, shall be installed closer than ten feet horizontally or vertically from any conductor or public utility guy wire.

- (c) In no way shall a sign hinder or obstruct the visibility of the right-of-way, as defined by § 155.400(L), either at intersections or points of ingress or egress from parking lots.

(G) **SPECIFIC SIGN REGULATIONS**

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

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

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

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

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

(2) **Sign Color**

The Pantone Matching System (PMS) colors, ~~and/or~~ vinyl manufacturer and numbers, or comparable industry standard of color identification shall be clearly indicated for each proposed sign when applying for a sign permit.

**(3) Wall/Fascia Signs****(a) Size (max)**

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

**(b) Number**

No limit.

**(b)(c) Positioning**

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

**(c)(d) Projection (max)**

12 inches from wall. [\(See Section \(G\)\(6\), Projecting Wall Signs\)](#)

**(d)(e) Clearance (min)**

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

**(e)(f) Construction**

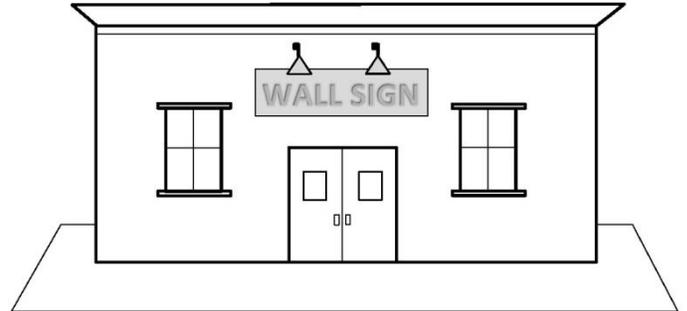
1. All wall signs shall be fastened directly to the supporting wall.
2. Flush-mounted channel letters are encouraged over raceway-mounted channel letters.

**(f)(g) Illumination**

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

**(g)(h) Location**

1. [Allowed in residential districts as part of a permitted non-residential use.](#)  
—Allowed in all non-residential and mixed use districts.
- 2.



#### (4) Window/Door Signs

##### (a) Area (max)

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

##### (b) Positioning

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

##### (c) Illumination

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

##### ~~(d) Construction~~

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

##### ~~(e)(d) Location~~

1. Allowed in residential districts as part of a permitted non-residential use.
- ~~1.2.~~ Allowed in all non-residential and mixed use districts.



**(5) Freestanding Signs (Monument Sign, Post Sign, Post and Arm Sign)****(a) Size (max) Per Sign Face**

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

**(b) Height (max)**

Eight feet.

**(c) Minimum Frontage**

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

**(d) Number (max) Per Site**

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

**(e) Setback and Separation (min)**

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

**(f) Construction**

~~Shall be constructed in accordance with the North Carolina Building Code and the National Electric Code. Materials shall be consistent with the primary building construction.~~

**(g) Illumination**

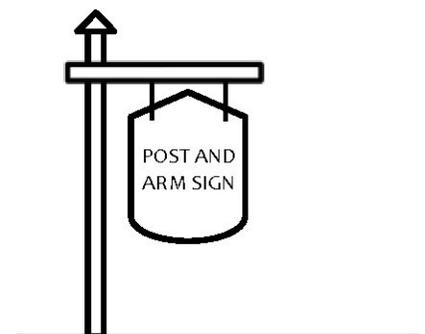
1. May be illuminated internally or externally.
2. Internal Illumination is prohibited in residential districts.
3. Illumination is prohibited 12am – 6am when sign is located within 50 feet of a residential zoning district.

**(h) Location**

Allowed in all non-residential and mixed use districts.

**(i) Landscaping**

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



## (6) Projecting Signs and Hanging Signs

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

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

### (b) Number (max) Per Site

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

### (c) Positioning and Clearance

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

### (d) Projection (max)

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

### (e) Construction

1. Projecting Signs: Signs shall be fastened directly to a building wall and shall intersect the building wall at right angles. When a building corner is at the intersection of two streets, one projecting sign at a 45 degree angle is allowed.
2. Hanging Signs: Shall be fastened directly and securely to the awning / marquee / canopy.

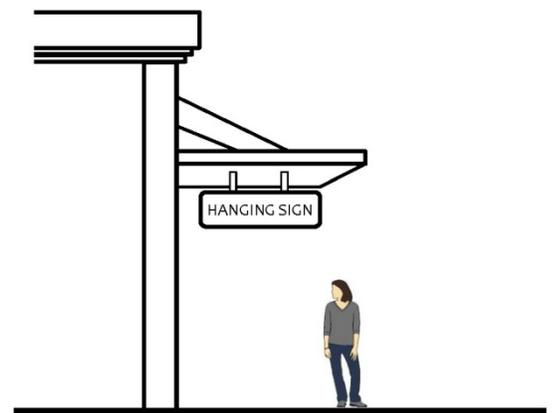
~~All signs shall be constructed in accordance with the North Carolina Building Code and the National Electric Code.~~

### (f) Illumination

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

### (g) Location

1. Allowed in residential districts as part of a permitted non-residential use.
- ~~2.~~ Allowed in all non-residential and mixed use districts.



---

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

**(a) Size (max)**

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

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

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

**(c) Clearance**

Minimum eight feet from the ground level.

**(d) Construction**

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

**(e) Illumination**

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

**(f) Location**

1. Allowed in residential districts as part of a permitted non-residential use.
- ~~1.2.~~ Allowed in all non-residential and mixed use districts.

**(8) Easel/Sandwich Boards****(a) Size (max) Per Sign Face**

12 square feet.

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

One per business unit.

**(c) Positioning**

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

**(d) Height (max.)**

Four feet.

**(e) Width (max.)**

Three feet.

**(f) Construction**

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

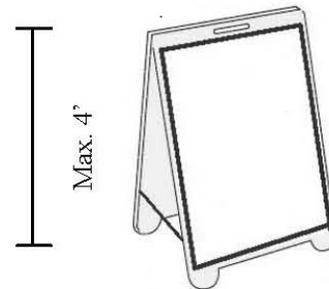
**(g) Illumination**

Illumination is prohibited.

**(h) Location**

1. Allowed in residential districts as part of a permitted non-residential use.

~~1.2.~~ Allowed in all non-residential and mixed use districts.



**(9) Drive-Thru Menu Boards****(a) Number (max)**

Two per drive-thru lane.

**(b) Height (max)**

Eight feet.

**(c) Construction**

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

**(d) Illumination**

May be illuminated internally or externally.

**(e) Other**

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

**(10) Changeable Copy Sign - Manual****(a) Location**

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

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

One per business development site.

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

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

**(d) Construction**

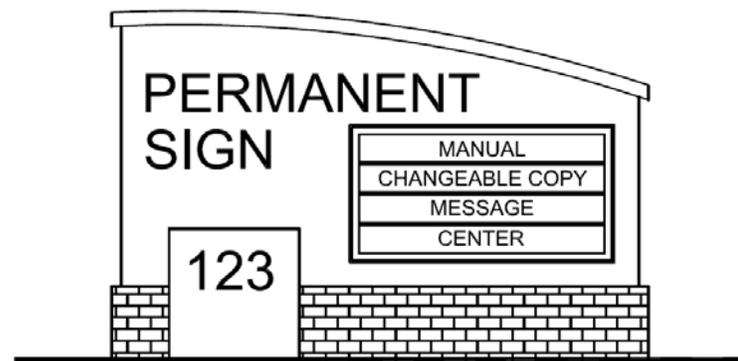
1. Sign structure shall be constructed of high quality materials.
2. Materials shall be consistent with the primary building construction~~must match principal structure~~.

**(e) Illumination**

Internal Illumination is prohibited.

**(f) Landscaping**

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



**(11) Electronic Changeable Copy Sign**~~(11)~~**(a) Location**

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

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

One per business development site.

**(c) Size**

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

**(d) Illumination**

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

**(e) Permitted Colors**

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

**(f) Copy/Text**

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

**(g) Construction**

1. Sign structure shall be constructed of high quality materials.
2. Materials ~~must match principal structures~~ shall be consistent with the primary building construction.

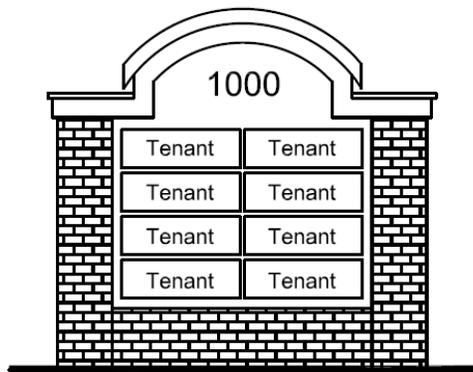
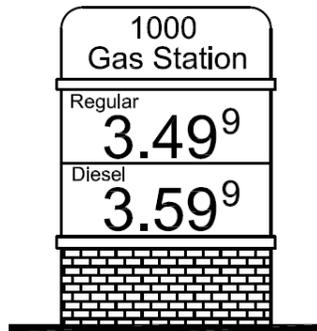
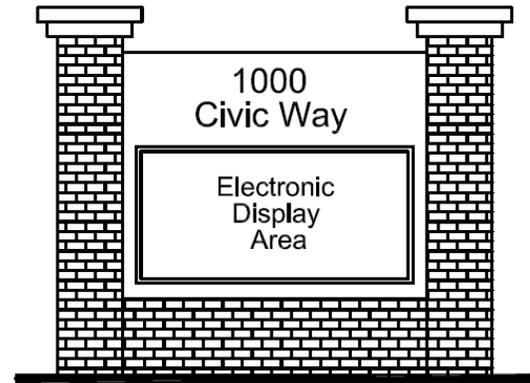
**(h) Other**

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

**(i) Landscaping**

A planting bed area equal to at least one-half of the sign face area (for two-sided signs, use only one sign face area for the calculation) shall be planted around the entire base of any

freestanding sign, using shrubs, flowers, or ground cover.



(12) Billboards

(a) Size (max) Per Sign Face.

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

**(b) Spacing between billboards (min)**

2,000 feet.

**(c) Setback (min)**

50 feet from right-of-way.

**(d) Height (max) of structure**

25 feet.

**(e) Clearance (min)**

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

~~(f) Construction~~

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

~~(g)(f) Illumination~~

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

~~(h)(g) Location~~

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

~~(i)(h) Annexation~~

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

**(13) Development Identification Signs – Residential****(a) Size (max) per sign face**

~~1-~~ 24 square feet.

**(a) Number (max) per site**

Two per each major project/development entrance, or one in the median of an entrance driveway.

**(b) Height (max)**

1. Six feet for freestanding signs.

~~1-2.~~ If sign is attached to an entrance feature, sign face may not exceed the height of the structure to which it is attached. Entrance features shall comply with the provisions of this Chapter.

**(c) Setbacks (min)**

Five feet from the public right-of-way or property line and may not encroach into safe sight triangles.

**(d) Construction**

1. Sign may take the form of a freestanding sign or wall style sign.

2. Freestanding signs shall be a monument style sign or post and arm style sign.

~~1-3.~~ Sign may be attached to a decorative wall or fence, or to a building wall.

**~~(a)~~(e) Illumination**

May be illuminated externally or backlit.

**~~(b)~~(f) Location**

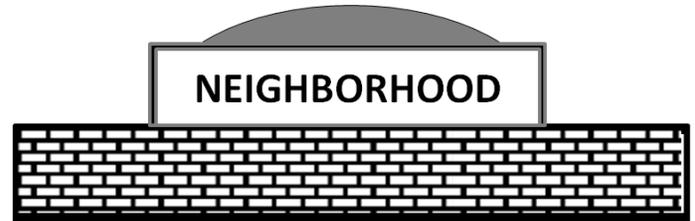
1. Shall be located on property contiguous to the development identified.

2. Shall be located on private property or within the median of the entrance driveway.

~~1-3.~~ May be located on one or both sides of major entrances to the development, or one sign may be located in the median of the entrance driveway with a sign easement and permission from NCDOT or the Town as applicable.

**(g) Landscaping**

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

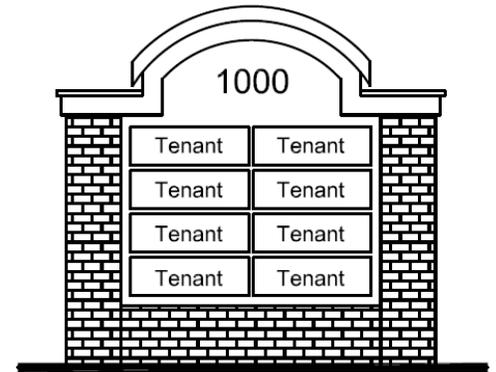


**(14) Development Identification Signs – Non-residential (Sites with Multiple Buildings)**

A Non-residential Development Identification Sign may be used in association with a parcel with multiple buildings, or a grouping of parcels such as a medical park, business park or a shopping center with outparcels. A building with multiple tenants is not eligible for a Development Identification Sign.

Non-residential Development Identification Signs are approved via a Master Sign Plan (or Alternative Sign Plan). Applications shall clearly identify what businesses, buildings, or parcels are included.

In addition to a Development Identification Sign, parcels within the development and subject to the Master Sign Plan (or Alternative Sign Plan) may have one monument style freestanding sign with a maximum of 24 square feet of sign face (per side of a two-sided sign) and a maximum of six feet in height. All other sign specifications shall be in accordance with Section 155.403(G)(5) above.



**(c)(a) Size (max)**

- ~~1.~~ 64 square feet.

**(a) Number (max) per roadway frontage**

- ~~1.~~ One sign along roadway at main entrance to the development.

**(b) Height (max)**

- ~~1.~~ Eight feet.

- ~~1.2.~~ If sign is attached to an approved entrance feature, sign face may not exceed 8 feet in height. Entrance features shall comply with the provisions of this Chapter.

**(c) Setbacks (min)**

- ~~1.~~ Five feet from the public right-of-way or property line and may not encroach into safe sight triangles.

**(d) Construction**

- ~~1.~~ 1. Shall be a freestanding monument style sign, or attached to an entry feature.  
~~2.~~ 2. Materials shall be consistent with primary building construction.

**(e) Illumination**

May be illuminated internally or externally.

**(f) Location**

- ~~1.~~ 1. Shall be located on property contiguous to the development identified.  
~~2.~~ 2. Shall be located on private property or within the median of the entrance driveway.  
~~1.3.~~ 3. May be located at the main entrance to the development, or within the median of the entrance driveway with a sign easement and permission from NCDOT or the Town as applicable.

**(g) Landscaping**

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

**(13)(15) Temporary Signs**

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

**(a) On-Premises Construction Sign****1. Residential**

One sign, not to exceed 20 square feet in size, may be erected in a residential zoning district.

**~~1.2. Non-Residential, and~~**

Up to two on-premises construction project signs may be erected in a business, industrial, or office and institutional zoning district, so long as the total sign face area does not exceed 32 square feet. If a sign is two-sided with faces positioned back to back, only one side of the sign face shall be included in this calculation.

~~sum of the areas of one face of these signs does not exceed 32 square feet.~~

**2.3.** Construction signs shall not be erected prior to site plan or plat approval or the issuance of a building permit, and shall be removed within 15 days after final inspection and approval of the project.

**(b) Political Signs**

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

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

1. Limited to two feather signs, not exceeding 16 square feet each, or one banner style sign, not exceeding 32 square feet.
2. Signs may be erected, placed, or located for maximum of ~~seven~~10 consecutive days.
3. Limited to four times per calendar year (~~40~~28 days in total).
4. Such signs shall be removed by the applicant by the permit expiration date.
5. The Planning Director shall have the authority to extend the timeframe up to a maximum of 60 days for new businesses or businesses undergoing exterior renovation.

**(d) Yard Sale Signs**

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

**(e) Gas Balloons**

1. May be erected, placed, or located in connection with a special event, such as a fair, carnival, grand opening, sale, or similar non-permanent activity.
2. Balloons may be used for maximum of ~~seven~~10 consecutive days.
3. Limited to four times per calendar year (~~28~~40 days in total).
4. Balloons shall be removed by the applicant within seven days after the event has taken place.

**(H) REMOVAL OF OBSOLETE OR DETERIORATED SIGNS****(1) Obsolete Signs****(a) Removal**

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

**(2) Deteriorated Signs****(a) Removal/Compliance**

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

**(I) MAINTENANCE**

- (1) All signs shall be maintained in a state of good repair. The Planning Director or designee is authorized to inspect each sign periodically to determine that it meets the requirements set forth in this subchapter. Whenever a sign has been built or is being maintained in violation of this subchapter, such sign shall be made to conform to all regulations herein, or shall be removed at the expense of the owner within 15 days after written verification thereof by the Planning Director.
- (2) To ensure that signs are erected and maintained in a safe and attractive manner, the following maintenance requirements shall apply to all signs visible from any street right-of-way or public area:

- (a) A sign shall have no more than five percent of its surface area covered with peeling paint, chipped corners, rust, mud, broken parts and pieces, or other unsightly conditions for a period of more than 15 successive days.
- (b) A sign shall not stand with bent or broken sign facing, broken supports, loose appendages or struts, or leaning more than 15 percent from vertical for a period greater than 15 successive days.
- (c) A sign shall not have weeds, trees, vines, or other vegetation growing upon it, that obscures the view of the sign from the street or right-of-way from which it is to be viewed, for a period greater than ten successive days.

(J) **MASTER SIGN PLAN**

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

(1) **Application**

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

(2) **MSP Elements**

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

- (a) Location.
- (b) Allocation of permitted sign area among tenants and any other proposed signs. Total allowable sign face area for the project is determined using the total sign face area allowance calculation defined in (G)(1) of this Section.
- (c) Sketches of generic sign design and appearance for each sign type.
- (d) Construction materials.
- (e) Color palette, provided in- Pantone Matching System (PMS) colors, vinyl manufacturer and numbers, or comparable industry standard of color identification. Permitted colors for each sign component shall be specified, including but not limited to sign face backgrounds, font, and sign structure.

(f) Illumination, including type, where illumination is permitted, and lighting fixture style.

~~(e)~~(g) Map/site plan showing what buildings and parcels are included within the MSP.

### (3) **Approval Criteria**

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

- (a) The proposed sign design, size, color, and placement are compatible in style and character with any building to which the sign is to be attached, any surrounding structures, and any adjoining signage on the site.
- (b) Similar sign types are constructed of similar materials.
- (c) The MSP provides for signs that meet size limitations, location requirements, material standards and other applicable requirements of this Section.
- (d) One standard Pantone Matching System (PMS) color, ~~and/or~~ vinyl manufacturer and number, or comparable industry standard of color identification shall be permitted for wall signs, with the exception of wall signs on outparcels. Black may be used as an accent to the permitted color. If the exterior of the sign includes trim, the material and color must be identified for consistency. Federal and state registered trademarks may be employed in addition to the specified color, but may not exceed 12 square feet in copy area.
- (e) Future tenants will be provided adequate opportunities to construct, erect, or maintain a sign for identification.
- (f) Directional signage and building addressing is adequate for pedestrian and vehicular circulation and emergency vehicle access.
- (g) The MSP improves the safety and welfare of the general public by minimizing distractions, hazards, and obstructions from sign design or placement.
- (h) Sign design, scale, and placement are oriented to pedestrian traffic.
- (i) Components of the MSP are consistent with the Town of Clayton General Design Guidelines.

### (4) **Conditions of Approval**

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

### (5) **Amendments**

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

(K) **ALTERNATIVE SIGN PLAN**

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

(1) **Application**

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

(2) **ASP Elements**

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

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

(3) **Approval Criteria**

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

- (a) Components of the ASP shall be consistent with the Town of Clayton General Design Guidelines.
- (b) The proposed sign design, size, color, and placement are compatible in style and character with any building to which the sign is to be attached, any surrounding structures, and any adjoining signage on the site.
- (c) Innovative use of materials and design techniques in response to unique characteristics of the specific site.
- (d) Placement of sign incorporates or preserves existing native vegetation.

- (e) Sign design, scale, and placement are oriented to pedestrian traffic.
  - (f) Integrates architectural features in a manner compatible with the surroundings in which the development is located.
  - (g) Includes pedestrian facilities, including but not limited to sidewalks, walkways, street furniture, landscaping, and lighting.
  - (h) Consistent with approved neighborhood plans, studies, or area plans.
  - (i) Future tenants will be provided adequate opportunities to construct, erect, or maintain a sign for identification.
  - (j) Directional signage and building addressing is adequate for pedestrian and vehicular circulation and emergency vehicle access.
  - (k) The ASP improves the safety and welfare of the general public by minimizing distractions, hazards, and obstructions from sign design or placement.
- (4) **Conditions of Approval**

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

(5) **Amendment**

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

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

**Agenda Item: 5e**

**Meeting Date: 5/19/14**

**TITLE: PRESENTATION OF MEMORANDUM OF UNDERSTANDING BETWEEN THE CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION (CAMPO) AND THE TOWN OF CLAYTON.**

**DESCRIPTION: At its August 19, 2005, Council meeting, Council approved an MOU to join CAMPO.**

**The attached MOU would supersede the 2005 MOU.**

**This request is for Council review and instruction.**

**RELATED GOAL: Administration.**

**ITEM SUMMARY:**

**Date:**

**Action:**

**Info. Provided:**

**05-19-14**

**Presentation.**

**Memorandum of Understanding.**

**NORTH CAROLINA  
CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN**

**THE GOVERNOR OF THE STATE OF NORTH CAROLINA,  
TOWN OF ANGIER, TOWN OF APEX, TOWN OF ARCHER LODGE, TOWN OF  
BUNN, TOWN OF CARY, TOWN OF CLAYTON, CITY OF CREEDMOOR, TOWN  
OF FRANKLINTON, TOWN OF FUQUAY-VARINA, TOWN OF GARNER, TOWN  
OF HOLLY SPRINGS, TOWN OF KNIGHTDALE, TOWN OF MORRISVILLE, CITY  
OF RALEIGH, TOWN OF ROLESVILLE, TOWN OF WAKE FOREST, TOWN OF  
WENDELL, TOWN OF YOUNGSVILLE, TOWN OF ZEBULON, COUNTY OF  
FRANKLIN, COUNTY OF GRANVILLE, COUNTY OF HARNETT, COUNTY OF  
JOHNSTON, COUNTY OF WAKE, TRIANGLE TRANSIT AUTHORITY, AND THE  
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
(Hereinafter referred to as the Municipalities, the Agencies, the Counties and the State)**

**IN COOPERATION WITH  
THE UNITED STATES DEPARTMENT OF TRANSPORTATION,**

**Agreement No. 2005-06-15**

**WITNESSETH THAT**

**WHEREAS, Chapter 136, Article 3A, Section 136.66.2(d)** provides that:

*"For MPOs, either the MPO or the Department of Transportation may propose changes in the plan at any time by giving notice to the other party, but no change shall be effective until it is adopted by both the Department of Transportation and the MPO."; and*

**WHEREAS, Section 134(a) of Title 23 United States Code** states:

*"It is in the national interest to encourage and promote the development of transportation systems embracing various modes of transportation in a manner which will efficiently maximize mobility of people and goods within and through urbanized areas and minimize transportation-related fuel consumption and air pollution. To accomplish this objective, metropolitan planning organizations, in cooperation with the State, shall develop transportation plans and programs for urbanized areas of the State. Such plans and programs shall provide for the development of transportation facilities (including pedestrian walkways and bicycle transportation facilities) which will function as an intermodal transportation system for the State, the metropolitan areas, and the Nation. The process for developing such plans and programs shall provide for*

**N. C. Capital Area Metropolitan Planning Organization**

**Memorandum of Understanding (cont.)**

April 16, 2014

*consideration of all modes of transportation and shall be continuing, cooperative, and comprehensive to the degree appropriate, based on the complexity of the transportation problems.”; and*

**WHEREAS, Section 134(c) of Title 23 United States Code** states:

*Development of long-range plans and TIPs.— To accomplish the objectives in subsection (a), metropolitan planning organizations designated under subsection (d), in cooperation with the State and public transportation operators, shall develop long-range transportation plans and transportation improvement programs for metropolitan planning areas of the State; and*

**WHEREAS, Chapter 136, Article 3A, 66.2(a)** of the General Statutes of North Carolina require that:

*“Each MPO, with cooperation of the Department of Transportation, shall develop a comprehensive transportation plan in accordance with 23 U.S.C. § 134. In addition, an MPO may include projects in its transportation plan that are not included in a financially constrained plan or are anticipated to be needed beyond the horizon year as required by 23 U.S.C. § 134. For municipalities located within an MPO, the development of a comprehensive transportation plan will take place through the metropolitan planning organization. For purposes of transportation planning and programming, the MPO shall represent the municipality's interests to the Department of Transportation.”; and,*

**WHEREAS, Chapter 136, Article 3A, 66.2(b)** provides that:

*“After completion and analysis of the plan, the plan shall be adopted by both the governing body of the municipality or MPO and the Department of Transportation as the basis for future transportation improvements in and around the municipality or within the MPO. The governing body of the municipality and the Department of Transportation shall reach agreement as to which of the existing and proposed streets and highways included in the adopted plan will be a part of the State highway system and which streets will be a part of the municipal street system. As used in this Article, the State highway system shall mean both the primary highway system of the State and the secondary road system of the State within municipalities.”; and,*

**WHEREAS,** a transportation planning process includes the operational procedures and working arrangements by which short and long-range transportation plans are soundly conceived and developed and continuously evaluated in a manner that will:

1. Assist governing bodies and official agencies in determining courses of action and in formulating attainable capital improvement programs in anticipation of community needs; and,
2. Guide private individuals and groups in planning their decisions which can be important factors in the pattern of future development and redevelopment of the area; and,

**N. C. Capital Area Metropolitan Planning Organization**

**Memorandum of Understanding (cont.)**

April 16, 2014

**WHEREAS**, it is the desire of these agencies that a continuing, cooperative, and comprehensive transportation planning process as set forth in a Memorandum of Understanding dated January 28, 1993 comply with Title 23 U.S.C. Section 134; and any subsequent amendments to that statute, and any implementing regulations; Title 49 U.S.C. Chapter 53 and any subsequent amendments to these statutes and any implementing regulations; and the clean Air Act of 1970, as amended, [42 U.S.C.7504 and 7506(c)]. **NOW THEREFORE**, the following **Memorandum of Understanding** is made:

**Section I. Membership**

It is hereby agreed that the Municipalities, the agencies, the Counties and the State in cooperation with the United States Department of Transportation, will participate in a continuing, cooperative and comprehensive (“3-C”) transportation planning process with responsibilities and undertakings as related in the following paragraphs:

1. The **N. C. Capital Area Metropolitan Planning Area** (as defined by the Metropolitan Area Boundary, also known as the Planning Area Boundary) will be all of Wake County and parts of Franklin, Granville, Harnett, and Johnston Counties.
2. The **N. C. Capital Area Metropolitan Planning Organization (MPO)** shall include the local governments of the Municipalities and the Counties, the North Carolina Department of Transportation, an **Executive Board** hereinafter defined, a **Technical Coordinating Committee** hereinafter defined, and the various agencies and units of local, regional, and state government participating in the transportation planning for the area.
3. The **Urbanized Area Boundary** and the **Metropolitan Area Boundary** shall be periodically reviewed and revised in light of new developments and basic data projections.
4. The continuing transportation planning process will be a cooperative one reflective of and responsive to the programs of the North Carolina Department of Transportation, and to the comprehensive plans for growth and development of the Municipalities and the Counties in the Triangle Region with attention being given to cooperative planning with the neighboring metropolitan and rural planning organizations.
5. The continuing transportation planning process will be in accordance with the intent, procedures and programs of Title VI of the Civil Rights Act of 1964, as amended.
6. The continuing transportation planning process will be in accordance with the intent, procedures, and programs of the Clean Air Act of 1970, as amended.
7. Transportation policy decisions within the planning area are the shared responsibility of the North Carolina Board of Transportation, the Executive Board and the governing bodies of the participating local governments.

**N. C. Capital Area Metropolitan Planning Organization**

**Memorandum of Understanding (cont.)**

April 16, 2014

8. Transportation plans and programs and land use policies and programs having regional impacts will be coordinated with the applicable regional Councils of Governments.
9. **An Executive Board is hereby established** with the responsibility for cooperative transportation planning decision making for the MPO. The **Executive Board** shall have the responsibility for keeping the policy boards of the participating local governments informed of the status and requirements of the transportation planning process; for assisting in the dissemination and clarification of the decisions and policies of the policy boards; and for providing opportunities for citizen participation in the transportation planning process.

The **Executive Board** will be responsible for carrying out the provisions of 23 U.S.C. Section 134 and Title 49 U.S.C. Chapter 53; and 42 U.S.C. 7504 and 7506(c); including, but not necessarily limited to:

- a. Establishment of goals and objectives for the transportation planning process.
- b. Review and approval of a **Prospectus** for transportation planning which defines work tasks and responsibilities for the various agencies participating in the transportation planning process;
- c. Review and approval of changes to the **Metropolitan Area Boundary** as well as review and recommendation for changes to the **National Highway System**;
- d. Review and approval of the transportation **Unified Planning Work Program**;
- e. Review and approval of the adopted **Comprehensive and Metropolitan Transportation Plans**. As specified in General Statutes Section 136-66.2(a), the Comprehensive Transportation Plan shall include the projects in the Metropolitan Area's Transportation Plan as well as projects that are not included in the financially constrained plan or are anticipated to be needed beyond the horizon year as required by 23 U.S.C. Section 134. As specified in General Statutes Section 136-66.2(d) certain revisions to the **Comprehensive Transportation Plan** may be required to be jointly approved by the North Carolina Department of Transportation;
- f. Review and approval of the MPO's **Transportation Improvement Program** for multimodal capital and operating expenditures ensuring coordination between local and State capital improvement and operating programs. As specified in 23 U.S.C. Section 134(k), all federally funded projects carried out within the boundaries of a metropolitan planning area serving a transportation management area (excluding projects carried out on the National Highway System) shall be selected for implementation from the approved TIP by the metropolitan planning organization designated for the area in consultation with the State and any affected public transportation operator;

**N. C. Capital Area Metropolitan Planning Organization**

**Memorandum of Understanding (cont.)**

April 16, 2014

- g. Review and approval of planning procedures for air quality conformity and review and approval of air quality conformity determination for projects, programs, and plans;
- h. Review and approval of a Congestion Management Process;
- i. Review and approval of the distribution and oversight of federal funds designated for the Raleigh Urbanized Area under the provisions of MAP-21 and any other subsequent Transportation Authorizations;
- j. Review and approval of a policy for public involvement for the MPO;
- k. Review and approval of an agreement between the MPO, the State, and public transportation operators serving the Metropolitan Planning Area that defines mutual responsibilities for carrying out the metropolitan planning process in accordance with 23 C.F.R. 450.314;
- l. Development and approval of committee by-laws for the purpose of establishing operating policies and procedures;
- m. Oversight of the MPO Staff;
- n. Revisions to membership of Technical Coordinating Committee as defined herein;
- o. Review and approval of cooperative agreements with other transportation organizations, transportation providers, counties, and municipalities.

The membership of the **Executive Board** shall include:

- One member of the Angier Town Board of Commissioners
- One member of the Apex Town Council
- One member of the Archer Lodge Town Council
- One member of the Bunn Town Council
- One member of the Cary Town Council
- One member of the Clayton Town Council
- One member of the Creedmoor Board of Commissioners
- One member of the Franklinton Town Board of Commissioners
- One member of the Fuquay-Varina Town Board of Commissioners
- One member of the Garner Town Council
- One member of the Holly Springs Town Council
- One member of the Knightdale Town Council
- One member of the Morrisville Town Council

**N. C. Capital Area Metropolitan Planning Organization**

**Memorandum of Understanding (cont.)**

April 16, 2014

- One member of the Raleigh City Council
- One member of the Rolesville Town Board of Commissioners
- One member of the Wake Forest Town Board of Commissioners
- One member of the Wendell Town Board of Commissioners
- One member of the Youngsville Town Board of Commissioners
- One member of the Zebulon Town Board of Commissioners
- One member of the Franklin County Board of Commissioners
- One member of the Granville County Board of Commissioners
- One member of the Harnett County Board of Commissioners
- One member of the Johnston County Board of Commissioners
- One member of the Wake County Board of Commissioners
- Three members of the North Carolina Board of Transportation representing the Highway Divisions (currently 4, 5, and 6) within the Metropolitan Planning Area
- One member of the Triangle Transit Board of Trustees; and
- The Division Administrator of the Federal Highway Administration or his or her representative who shall serve as an advisory, non-voting member.
- The Regional Administrator of the Federal Transit Administration or his or her representative, who shall serve as an advisory, non-voting member.
- The Regional Administrator of the Federal Rail Administration or his or her representative, who shall serve as an advisory, non-voting member.

Municipal and county public transit providers shall be represented on the Executive Board through their respective municipal and county local government board members.

Voting representatives of the Municipalities and the Counties shall be designated by their respective governing boards. Requirements for voting, quorums, and membership in good standing shall be included in the adopted bylaws of the Executive Board. Weighted voting shall be applied as invoked by any voting member of the Executive Board. In the instance of a weighted vote, each member government shall be apportioned weighted voting based on the most recent certified North Carolina Population Estimates for Municipalities and Counties utilizing a vote weighting formula of one vote for each 10,000 of population, or portion thereof. Other voting agencies without population-based representation on the Executive Board shall vote in accordance with the voting schedule in the Executive Board adopted bylaws. The adopted bylaws of the Executive Board shall outline the most current weighted voting schedule.

**N. C. Capital Area Metropolitan Planning Organization**

**Memorandum of Understanding (cont.)**

April 16, 2014

At the invitation of the **Executive Board**, other local, regional, State or Federal agencies impacting transportation within the planning area may serve as non-voting members of the **Executive Board**.

As established in its adopted bylaws, the **Executive Board** shall meet as deemed appropriate and shall elect officers with the responsibility for coordination of the committee's activities. A member of the MPO staff will serve as secretary to the Committee.

As established in its adopted bylaws, the Executive Board may create an executive committee and/or subcommittees to carry out its responsibilities.

10. **A Technical Coordinating Committee (TCC) shall be established** with the responsibility of general review, guidance and coordination of the transportation planning process for the planning area and with the responsibility for making recommendations to the Executive Board and to other entities designated by the Executive Board regarding any necessary actions relating to the continuing transportation planning process. The TCC shall be responsible for development, review and recommendations of the **Prospectus, Unified Planning Work Program, Transportation Improvement Program, Metropolitan Area Boundary, Urbanized Area Boundary, and National Highway System**, for revisions to the **Transportation Plan**, for planning citizen participation and for documenting reports of the transportation study.

**Membership of Technical Coordinating Committee (TCC)** shall include technical representatives from local, regional and State governmental agencies; as well as major modal transportation providers directly related to and concerned with the transportation planning process for the planning area. Each member agency's representative(s) shall be designated by the chief administrative officer of that agency. Departments or divisions within local and state agencies that should be represented on the TCC include, but are not limited to, those responsible for transportation planning, land use planning, transportation operations, public works and construction, engineering, public transportation, environmental conservation and planning, bicycle and pedestrian planning, and economic development. The voting membership shall include, at a minimum, representation from the following agencies/organizations, with specific numbers of members from each agency/organization outlined in the Technical Coordinating Committee's adopted bylaws:

- Town of Angier
- Town of Apex
- Town of Archer Lodge
- Town of Bunn
- Town of Cary
- Town of Clayton

**N. C. Capital Area Metropolitan Planning Organization**

**Memorandum of Understanding (cont.)**

April 16, 2014

- City of Creedmoor
- Town of Franklinton
- Town of Fuquay-Varina
- Town of Garner
- Town of Holly Springs
- Town of Knightdale
- Town of Morrisville
- City of Raleigh
- Town of Rolesville
- Town of Wake Forest
- Town of Wendell
- Town of Youngsville
- Town of Zebulon
- County of Franklin
- County of Granville
- County of Harnett
- County of Johnston
- County of Wake
- Triangle J Council of Governments
- Capital Area Transit
- Cary Transit
- Raleigh-Durham Airport Authority
- Triangle Transit
- North Carolina Department of Transportation
- Rural Transit Systems Serving Franklin , Granville, Harnett, Johnston and Wake Counties
- North Carolina State University
- Research Triangle Foundation
- Triangle North Executive Airport

The City of Raleigh's membership shall not include members of the MPO staff.

In addition to voting membership, the TCC shall invite officials responsible for other types of planning activities that are affected by transportation in the area (including State and local planned growth, economic development, environmental protection, airport operations, and freight movements) to coordinate their planning process, to the maximum extent practicable, with MPO planning activities. Such organizations and agencies may include:

**N. C. Capital Area Metropolitan Planning Organization**

**Memorandum of Understanding (cont.)**

April 16, 2014

- a. The Federal Highway Administration
  - b. The Federal Transit Administration
  - c. The Federal Rail Administration
  - d. The U.S. Army Corps of Engineers
  - e. The U.S. Environmental Protection Agency
  - f. The U.S. Fish and Wildlife Service
  - g. The N.C. Department of Cultural Resources
  - h. The N.C. Department of Commerce
  - i. The U.S. Department of Housing and Urban Development
  - j. The N.C. Railroad Company
  - k. The N.C. Trucking Association
  - l. The N.C. Motorcoach Association
  - m. Regional Transportation Alliance
11. The Technical Coordinating Committee shall operate as determined by its adopted bylaws. Any agency not listed above which wishes representation on the TCC may request such representation for consideration under the adopted bylaws of the TCC. As established in its adopted bylaws, the TCC may create an executive committee and/or subcommittees to carry out its responsibilities.
12. The governing boards of the Municipalities and the Counties and the North Carolina Board of Transportation shall serve as the primary means for citizen input to the continuing transportation planning process. Citizen involvement will also be obtained through procedures outlined in the MPO's policy for public involvement and through various special studies and projects undertaken by the MPO.

The Executive Board should also provide opportunities for citizen participation in the transportation planning process.

**Section II. Responsibilities**

It is further agreed that the subscribing agencies will have the following responsibilities, these responsibilities being those most logically assumed by the several agencies:

**The Municipalities and the Counties**

The Municipalities and the Counties will assist in the transportation planning process by providing assistance, data and inventories in accordance with the Prospectus. The Municipalities and the Counties shall coordinate zoning and subdivision approval within their respective jurisdictions in accordance with the adopted Metropolitan Transportation Plan. Additionally, the City of Raleigh will serve as the **Lead Planning Agency** for the MPO.

The Municipalities and the Counties will participate in funding the portion of the costs of the MPO's work program not covered by federal or state funding (minimum 20%

**N. C. Capital Area Metropolitan Planning Organization**

**Memorandum of Understanding (cont.)**

April 16, 2014

match of actual annual expenditures) as approved by the Executive Board. The portion to be paid by each Municipal and County member government will be based upon its pro rata share of population within the MPO Planning Area, utilizing the most recent certified North Carolina Office of State Planning municipal and county population estimates. In addition, MPO members may also voluntarily contribute additional funds for other purposes such as to participate in funding the costs of special studies, or other specialized services as mutually agreed upon.

Failure to pay the approved share of costs shall invalidate the MPO's Unified Planning Work Program and annual MPO self-certification as required by 23 CFR 450.334. Failure to certify shall result in the withholding of transportation project funds to the metropolitan planning area in accordance with federal law. In order to avoid this, the Executive Board shall amend the Unified Planning Work Program.

The municipalities and the counties receiving federal transportation funding designated for the Raleigh Urbanized Area as approved by the Executive Board through the Unified Planning Work Program shall comply with adopted reporting and oversight procedures.

**North Carolina Department of Transportation**

The Department will assist in the transportation planning process by providing planning assistance, data and inventories in accordance with the Prospectus. The Department, to the fullest extent possible, and as permitted by existing State and Federal regulations, will provide assistance in the protection of necessary rights-of-way for those transportation corridors designated on the Transportation Plan.

**Triangle Transit**

Triangle Transit will assist in the transportation planning process by providing planning assistance, data, and inventories in accordance with the Prospectus. Triangle Transit shall comply with adopted reporting and oversight procedures for the receipt of federal transportation funding designated for the Raleigh Urbanized Area as approved by the Executive Board through the Unified Planning Work Program

**Section III. Termination**

Parties to this Memorandum of Understanding may terminate their participation in the N. C. Capital Area Metropolitan Planning Organization by giving thirty (30) days written notice to the other parties prior to the date of termination. If any party should terminate participation, this memorandum of understanding shall remain in force and the MPO shall continue to operate as long as 75% or more of the population within the Metropolitan Planning Area is represented by the remaining members.

**N. C. Capital Area Metropolitan Planning Organization**

**Memorandum of Understanding (cont.)**

April 16, 2014

**Section IV. Ratification**

In witness whereof, the parties of this Memorandum of Understanding have been authorized by appropriate and proper resolutions to sign the same, The Town of Angier by its Mayor, the Town of Apex by its Mayor, the Town of Archer Lodge by its Mayor, the Town of Bunn by its Mayor, the Town of Cary by its Mayor, the Town of Clayton by its Mayor, the City of Creedmoor by its Mayor, the Town of Franklinton by its Mayor, the Town of Fuquay-Varina by its Mayor, the Town of Garner by its Mayor, the Town of Holly Springs by its Mayor, the Town of Knightdale by its Mayor, the Town of Morrisville by its Mayor, the City of Raleigh by its Mayor, the Town of Rolesville by its Mayor, the Town of Wake Forest by its Mayor, the Town of Wendell by its Mayor, the Town of Youngsville by its Mayor, the Town of Zebulon by its Mayor, the Triangle Transit Authority by its Chair, Franklin County by its Chairman of the Board of Commissioners, Granville County by its Chairman of the Board of Commissioners, Harnett County by its Chairman of the Board of Commissioners, Johnston County by its Chairman of the Board of Commissioners, Wake County by its Chairman of the Board of Commissioners, and by the Secretary of Transportation on behalf of the Governor of the State of North Carolina and the North Carolina Department of Transportation, this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**[SIGNATURE PAGES TO FOLLOW]**

**N. C. Capital Area Metropolitan Planning Organization**

**Memorandum of Understanding (cont.)**

April 16, 2014

**(Seal)**

**TOWN OF ANGIER**

\_\_\_\_\_ By \_\_\_\_\_  
Clerk Mayor

**N. C. Capital Area Metropolitan Planning Organization**

**Memorandum of Understanding (cont.)**

April 16, 2014

(Seal)

**TOWN OF APEX**

\_\_\_\_\_ By \_\_\_\_\_  
Clerk Mayor

**N. C. Capital Area Metropolitan Planning Organization**

**Memorandum of Understanding (cont.)**

April 16, 2014

**(Seal)**

**TOWN OF ARCHER LODGE**

\_\_\_\_\_ By \_\_\_\_\_  
Clerk Mayor

**N. C. Capital Area Metropolitan Planning Organization**

**Memorandum of Understanding (cont.)**

April 16, 2014

(Seal)

**TOWN OF BUNN**

\_\_\_\_\_ By \_\_\_\_\_  
Clerk Mayor

**N. C. Capital Area Metropolitan Planning Organization**

**Memorandum of Understanding (cont.)**

April 16, 2014

(Seal)

**TOWN OF CARY**

\_\_\_\_\_ By \_\_\_\_\_  
Clerk Mayor

**N. C. Capital Area Metropolitan Planning Organization**

**Memorandum of Understanding (cont.)**

April 16, 2014

(Seal)

**TOWN OF CLAYTON**

\_\_\_\_\_ By \_\_\_\_\_  
Clerk Mayor

**N. C. Capital Area Metropolitan Planning Organization**

**Memorandum of Understanding (cont.)**

April 16, 2014

(Seal)

**CITY OF CREEDMOOR**

\_\_\_\_\_ By \_\_\_\_\_  
Clerk Mayor

**N. C. Capital Area Metropolitan Planning Organization**

**Memorandum of Understanding (cont.)**

April 16, 2014

**(Seal)**

**TOWN OF FRANKLINTON**

\_\_\_\_\_ By \_\_\_\_\_  
Clerk Mayor

**N. C. Capital Area Metropolitan Planning Organization**

**Memorandum of Understanding (cont.)**

April 16, 2014

(Seal)

**TOWN OF FUQUAY-VARINA**

\_\_\_\_\_ By \_\_\_\_\_  
Clerk Mayor

**N. C. Capital Area Metropolitan Planning Organization**

**Memorandum of Understanding (cont.)**

April 16, 2014

(Seal)

**TOWN OF GARNER**

\_\_\_\_\_ By \_\_\_\_\_  
Clerk Mayor

**N. C. Capital Area Metropolitan Planning Organization**

**Memorandum of Understanding (cont.)**

April 16, 2014

(Seal)

**TOWN OF HOLLY SPRINGS**

\_\_\_\_\_ By \_\_\_\_\_  
Clerk Mayor

**N. C. Capital Area Metropolitan Planning Organization**

**Memorandum of Understanding (cont.)**

April 16, 2014

(Seal)

**TOWN OF KNIGHTDALE**

\_\_\_\_\_ By \_\_\_\_\_  
Clerk Mayor

**N. C. Capital Area Metropolitan Planning Organization**

**Memorandum of Understanding (cont.)**

April 16, 2014

(Seal)

**TOWN OF MORRISVILLE**

\_\_\_\_\_ By \_\_\_\_\_  
Clerk Mayor

**N. C. Capital Area Metropolitan Planning Organization**

**Memorandum of Understanding (cont.)**

April 16, 2014

(Seal)

**CITY OF RALEIGH**

\_\_\_\_\_ By \_\_\_\_\_  
Clerk Mayor

**N. C. Capital Area Metropolitan Planning Organization**

**Memorandum of Understanding (cont.)**

April 16, 2014

(Seal)

**TOWN OF ROLESVILLE**

\_\_\_\_\_ By \_\_\_\_\_  
Clerk Mayor

**N. C. Capital Area Metropolitan Planning Organization**

**Memorandum of Understanding (cont.)**

April 16, 2014

(Seal)

**TOWN OF WAKE FOREST**

\_\_\_\_\_ By \_\_\_\_\_  
Clerk Mayor

**N. C. Capital Area Metropolitan Planning Organization**

**Memorandum of Understanding (cont.)**

April 16, 2014

(Seal)

**TOWN OF WENDELL**

\_\_\_\_\_ By \_\_\_\_\_  
Clerk Mayor

**N. C. Capital Area Metropolitan Planning Organization**

**Memorandum of Understanding (cont.)**

April 16, 2014

(Seal)

**TOWN OF YOUNGSVILLE**

\_\_\_\_\_ By \_\_\_\_\_  
Clerk Mayor

**N. C. Capital Area Metropolitan Planning Organization**

**Memorandum of Understanding (cont.)**

April 16, 2014

(Seal)

**TOWN OF ZEBULON**

\_\_\_\_\_ By \_\_\_\_\_  
Clerk Mayor

**N. C. Capital Area Metropolitan Planning Organization**

**Memorandum of Understanding (cont.)**

April 16, 2014

(Seal)

**TRIANGLE TRANSIT AUTHORITY**

\_\_\_\_\_ By \_\_\_\_\_  
Clerk Chair

**N. C. Capital Area Metropolitan Planning Organization**

**Memorandum of Understanding (cont.)**

April 16, 2014

**(Seal)**

**FRANKLIN COUNTY**

\_\_\_\_\_ By \_\_\_\_\_  
County Manager Chairman

**N. C. Capital Area Metropolitan Planning Organization**

**Memorandum of Understanding (cont.)**

April 16, 2014

(Seal)

**GRANVILLE COUNTY**

\_\_\_\_\_ By \_\_\_\_\_  
County Manager Chairman

**N. C. Capital Area Metropolitan Planning Organization**

**Memorandum of Understanding (cont.)**

April 16, 2014

(Seal)

**HARNETT COUNTY**

\_\_\_\_\_ By \_\_\_\_\_  
County Manager Chairman

**N. C. Capital Area Metropolitan Planning Organization**

**Memorandum of Understanding (cont.)**

April 16, 2014

**(Seal)**

**JOHNSTON COUNTY**

\_\_\_\_\_ By \_\_\_\_\_  
County Manager Chairman

**N. C. Capital Area Metropolitan Planning Organization**

**Memorandum of Understanding (cont.)**

April 16, 2014

(Seal)

**WAKE COUNTY**

\_\_\_\_\_ By \_\_\_\_\_  
County Manager Chairman

**N. C. Capital Area Metropolitan Planning Organization**

**Memorandum of Understanding (cont.)**

April 16, 2014

(Seal)

**STATE OF NORTH CAROLINA AND  
DEPARTMENT OF TRANSPORTATION**

By \_\_\_\_\_  
Secretary of Transportation

Approved for Execution

By \_\_\_\_\_  
Assistant Attorney General

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

**Agenda Item: 5f**

**Meeting Date: 5/19/14**

**TITLE: PRESENTATION OF RESOLUTION DIRECTING THE CLERK TO INVESTIGATE ANNEXATION PETITION REQUEST 2014-03-01 LOCATED ON GLEN LAUREL ROAD AND VINSON ROAD FOR 12 PARCELS.**

**DESCRIPTION: The owners, CGC Properties LLC & Charles B Gordon & Powhatan Rd Limited Partnership, submitted a non-contiguous citizen initiated annexation petition request for 12 parcels with a total acreage of 31.76 +/-.**

This is for Council review and instruction.

**RELATED GOAL: Legislative.**

**ITEM SUMMARY:**

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
05-19-14	Presentation.	Resolution & Maps (2).

**ANNEXATION PETITION 2014-03-01  
Glen Laurel Road and Vinson Road  
Multiple Parcels (total of 12)  
Owners: CGC Properties LLC & Charles B. Gordon & Powhatan Rd Limited  
Partnership  
Non-Contiguous; 31.76 +/- acres**

**TOWN OF CLAYTON  
RESOLUTION DIRECTING THE CLERK TO INVESTIGATE  
A PETITION RECEIVED UNDER G.S. 160A-58.1**

**WHEREAS**, a petition requesting annexation of an area described in said petition was received on March 6, 2014, by the Town of Clayton; and

**WHEREAS**, G.S. 160A-58.2 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

**WHEREAS**, the Town Council of the Town of Clayton deems it advisable to proceed in response to this request for annexation:

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Clayton that:

The Town Clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify as soon as possible to the Town Council the results of her investigation.

Duly adopted this \_\_\_\_ day of 2014, while in regular session.

**ATTEST:**

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

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

## D E S I G N D E S C R I P T I O N

Beginning at a point where the Southern Right-of-way line of Vanson road (SR 1903) intersects the Eastern Right-of-way line of Glen Laurel Road (SR1902);

THENCE South 18 degrees 14 minutes 48 seconds East for a distance of 228.48 feet along the Eastern Right-of-way line of Glen Laurel road to a point marking the Northeastern corner of a cemetery;

THENCE North 80 degrees 06 minutes 04 seconds East for a distance of 44.07 feet along the Northern line of the cemetery to an existing iron pipe;

THENCE South 10 degrees 43 minutes 13 seconds East for a distance of 22.89 feet along the Eastern line of the cemetery to an existing iron pipe;

THENCE South 79 degrees 14 minutes 12 seconds West for a distance of 40.30 feet along the Southern line of the cemetery to a point in the Eastern Right-of-way line of Glen Laurel Road;

THENCE South 18 degrees 34 minutes 47 seconds East for a distance of 206.77 feet along the Eastern Right-of-way line of Glen Laurel Road to a Point;

THENCE South 18 degrees 11 minutes 48 seconds East for a distance of 138.53 feet along the Eastern Right-of-way line of Glen Laurel Road;

THENCE South 18 degrees 16 minutes 51 seconds East for a distance of 46.08 feet along the Eastern Right-of-way line of Glen Laurel road;

THENCE South 14 degrees 26 minutes 01 seconds East for a distance of 39.51 feet along the Eastern Right-of-way line of Glen Laurel Road;

THENCE South 12 degrees 31 minutes 54 seconds East for a distance of 36.61 feet along the Eastern right-of-way line of Glen Laurel Road;

THENCE South 08 degrees 51 minutes 39 seconds East for a distance of 37.35 feet along the Eastern Right-of-way line of Glen Laurel Road;

THENCE South 06 degrees 51 minutes 23 seconds East for a distance of 39.16 feet along the Eastern Right-of-way line of Glen Laurel Road;

THENCE South 03 degrees 08 minutes 46 seconds East for a distance of 41.7 feet along the Eastern Right-of-way line of Glen Laurel Road;

THENCE South 00 degrees 11 minutes 01 seconds East for a distance of 55.32 feet along the Eastern Right-of-way line of Glen Laurel road;

THENCE South 11 degrees 01 minutes 46 seconds West for a distance of 63.14 feet along the Eastern Right-of-way line of Glen Laurel Road;

THENCE South 66 degrees 44 minutes 30 seconds East for a distance of 1406.08 feet to an Existing Iron pipe Marking the end of the Southern Right-of-way of Green Path (SR 2014) ;

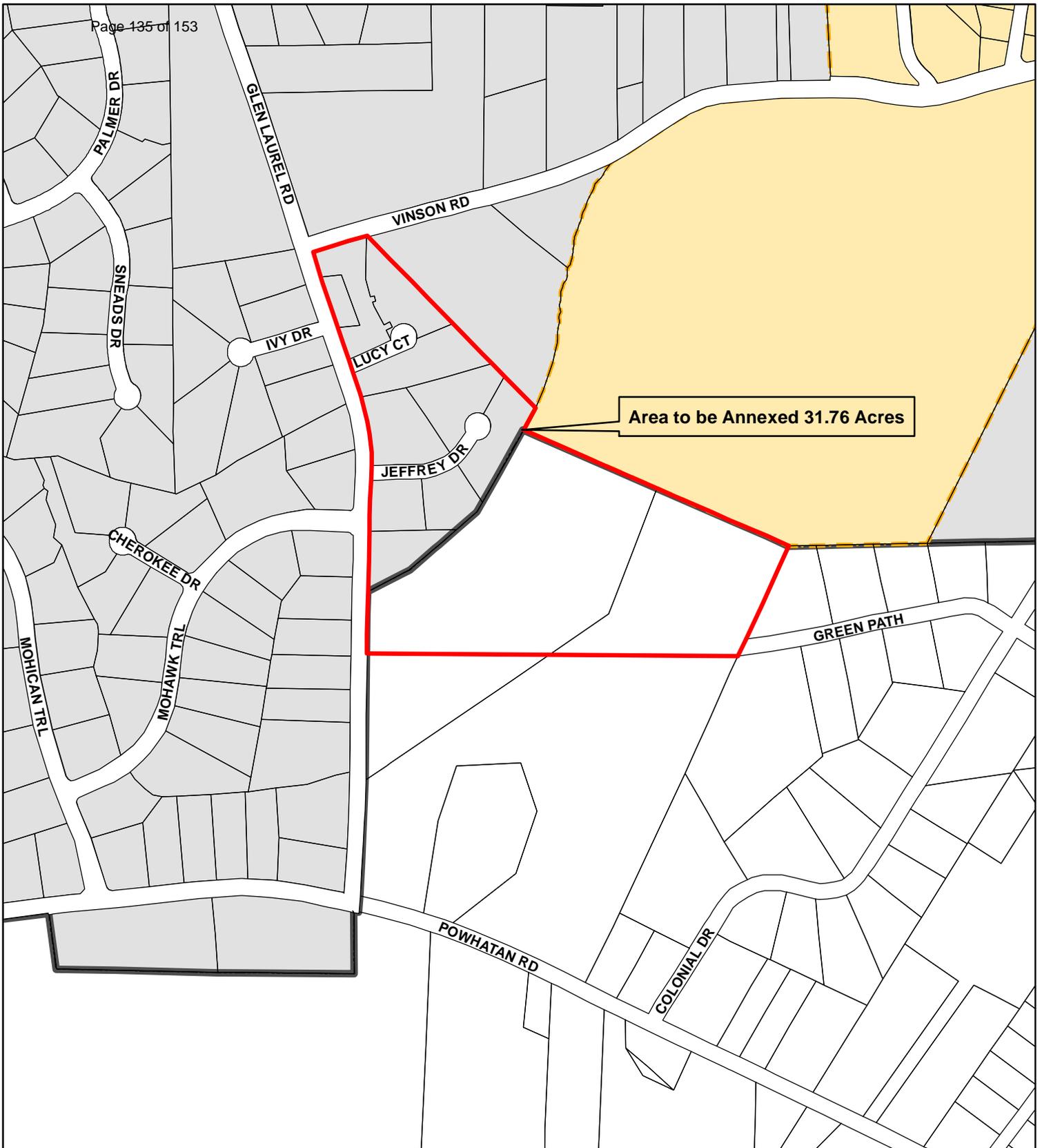
THENCE North 14 degrees 44 minutes 54 seconds East for a distance of 454.73 feet to an existing iron pipe, a corner with Kimberly S. Bowles and Johnston County;

THENCE North 85 degrees 45 minutes 16 seconds West for a distance of 1101.45 feet along the line of Johnston County to an existing iron pipe;

THENCE North 26 degrees 45 minutes 15 seconds East for a distance of 47.74 feet along the line of Johnston County to an existing iron pipe, a corner with Johnston County and Eugene D. Woodall;

THENCE North 44 degrees 31 minutes 37 seconds West for a distance of 415.32 feet along the line of Woodall to a point in the Southern Right-of-way of Vinson Road;

THENCE South 75 degrees 26 minutes 13 seconds West for a distance of 214.76 feet along the Southern Right-of-way line of Vinson Road to the Place and Point of Beginning, and containing 31.76 acres more or less.



Area to be Annexed 31.76 Acres

### Legend

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

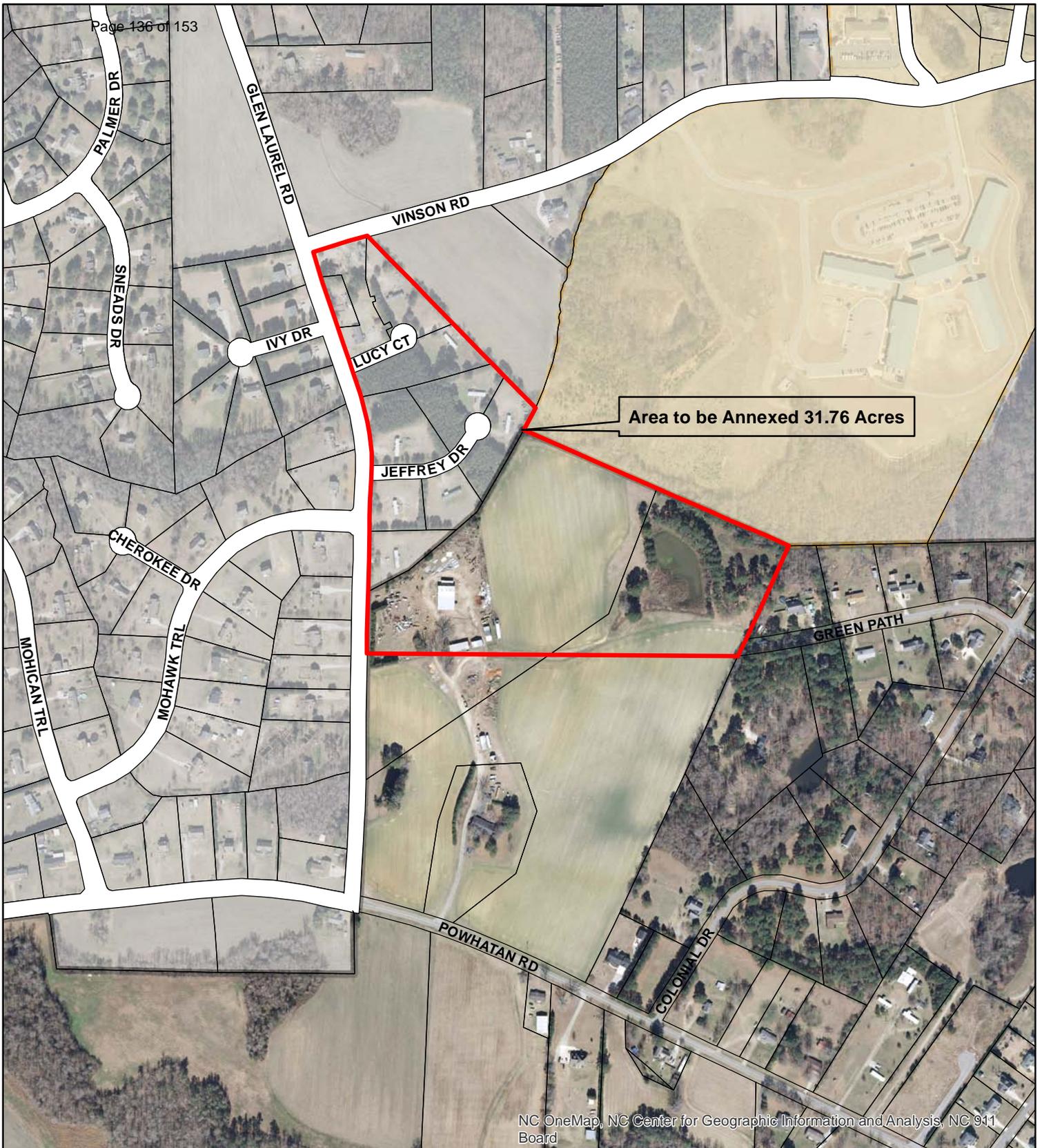
### Annexation Map

Applicant(s): Charles B Gordon Jr, Eric B Gordon,  
 Faye G Batten, Ricky Crocker, & David Crisafulli  
 Property Owner(s): CGC Properties LLC & Charles B Gordon  
 Parcel Number(s) 05I04012, 05I04012A, 05I04012B, 05I04012C,  
 05I04012D, 05I04012E, 05I04012F, 05I04012G, 05I04012H,  
 05I04012I, Portions of 05I04199R & 05E99007H  
 File Number(s): Annex 2014-03-01



1 inch = 500 feet





NC OneMap, NC Center for Geographic Information and Analysis, NC 941 Board

**Legend**

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

**Annexation Map**

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

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

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

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



1 inch = 500 feet



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

**Agenda Item: 5g**

**Meeting Date: 5/19/14**

**TITLE: PRESENTATION OF WARRANTY ACCEPTANCE FOR SUBJECT PUBLIC WATER, SEWER, AND ASSOCIATED STORM DRAINAGE UTILITIES FOR MITCHINER HILLS SUBDIVISION, PHASE 2.**

**DESCRIPTION: Attached.**

**This is for Council review and instruction.**

**RELATED GOAL: Administration.**

**ITEM SUMMARY:**

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
05-19-14	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 

Copy: Cliff Credle, Credle Engineering Company, Inc.  
Dave DeYoung, Planning Director

Date: April 28, 2014

Subject: Mitchiner Hills Subdivision, Phase 2

Please place a warranty acceptance request for the subject public water, sewer, and associated storm drainage utilities on the next available agenda. As-built drawings have been reviewed and accepted. Following Council acceptance, the utilities will be subject to a one-year warranty period. Following the warranty period, a final inspection will be done and all deficient items corrected by the developer's contractor prior to final acceptance.

Recd 4-28-14  
Page 138 of 153

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

**Agenda Item: 7a**

**Meeting Date: 5/19/14**

**TITLE: DISCUSSION OF INQUIRY TO SELL TOWN OF CLAYTON  
PROPERTY.**

**DESCRIPTION:** The Town of Clayton has received an inquiry on the sale of a Town owned parcel located at Horne Street and O’Neil Street – the former water tank site.

In accordance with NC GS 160A-266, Council may sell real property by:

- Advertisement for sealed bids
- Negotiated offer, advertisement, and upset bid
- Public auction

NC GS 160A-266 does not permit the private negotiation and sale of real property.

This is for Council review and instruction.

**RELATED GOAL:** Administration.

**ITEM SUMMARY:**

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
05-19-14	Presentation.	Letter, Warranty Deed For the parcel, GIS Map, Jo Co Appraisal Card, & NC GS 160A-266.



Charlotte Rybinski – Realtor/Broker  
Allen Tate Realtors  
96 Hastings Drive  
Clayton, NC 27527

April 10, 2014

Town Council  
Town of Clayton  
PO Box # 879  
Clayton, NC 27528

ATTENTION – Town Clerk

Dear Town Council;

I am a realtor working in the Johnston County area. I recently sold a property located at 220 Fayetteville Street in Clayton. My client is interested in purchasing the small parcel of land located behind the house on the corner of Horne and O’Neil. I am told that this is the piece of property that the old water tower used to be located on.

I am inquiring to see if the Town of Clayton would consider allowing my client to purchase this piece of property to give him inclusiveness to his property. His property currently forms a “jag” around this small area and he would like to incorporate it all into his lawn.

If the Council agrees to approve his request, please let me know how to proceed. Thank you in advance for your consideration.

Sincerely,

Charlotte Rybinski

Realtor/Broker

Allen Tate Realtors

919-633-3300

ALLEN TATE FAMILY OF COMPANIES  
Real Estate • Mortgage • Insurance • Relocation • Home Services  
Builder Services • School of Real Estate



STATE OF NORTH CAROLINA, ..... COUNTY.

I, ....., Clerk of the Superior Court, hereby certify that  
and  
his wife, personally appeared before me this day and acknowledged the due execution of the annexed Deed of Conveyance; and  
the said ..... being by me privately examined, separate and apart from  
her said husband, touching her voluntary execution of the same, doth state that she signed the same freely and voluntarily, with-  
out fear or compulsion of her said husband, or any other person, and that she doth still voluntarily assent thereto. Let the instru-  
ment, with this certificate, be registered.

Witness my hand and official seal, this ..... day of ....., A. D. 191.....

.....  
Clerk Superior Court.

STATE OF NORTH CAROLINA, Johnston COUNTY.

I, M. G. Gullett, Justice of the Peace, do hereby certify that  
E. L. Hinton and Lela Hinton  
his wife, personally appeared before me this day and acknowledged the due execution of the annexed Deed of Conveyance; and  
the said Lela Hinton being by me privately examined, separate and apart from  
her said husband, touching her voluntary execution of the same, doth state that she signed the same freely and voluntarily, with-  
out fear or compulsion of her said husband, or any other person, and that she doth still voluntarily assent thereto.

Witness my hand and private seal, this 31 day of March, A. D. 1913.

M. G. Gullett, J.P. (Seal)

STATE OF NORTH CAROLINA, Johnston COUNTY.

The foregoing certificate of M. G. Gullett, a Justice of the Peace of  
..... County, is adjudged to be in due form and correct, and the foregoing deed is adjudged to  
have been duly acknowledged and proven. Let the instrument, with the certificates, be registered.

Witness my hand and official seal, this 4th day of June, A. D. 1913.

W. D. Stevens  
Clerk Superior Court.

*Chg to Town of Clayton*

## Warranty Deed

E. L. Hinton, and wife,

Lela Hinton

TO

Commissioners for the

town of Clayton, N.C.

Consideration, . . . . . \$405.00

Dated 29th day of March, 1913.

Filed for registration on the 4th day

of June, 1913,

at 10:14 o'clock A.M., and regis-

tered in the office of the Register of Deeds for

Johnston  
County, N. C., this 4 day of

June, 1913, at

11:14 o'clock A.M., in Book 7 # 17

of Deeds, on page 456, etc.

Alvin B. Brown  
Register of Deeds.

*Prob am 20  
Reg 11 100*

STATE OF NORTH CAROLINA Johnston County.

THIS DEED, Made this 29th day of March, 1913, by E. L. Hinton, and wife, Lela Hinton

of Johnston County and State of North Carolina, of the first part, to C.W.Horne, C.M.Thomas, E.L.Oneal, J.J.Young and A.S.White, Commissioners for the town of Clayton, North Carolina, and their successors in office, of Johnston County and State of North Carolina, of the second part:

WITNESSETH, That said E. L. Hinton, and wife, Lela Hinton in consideration of Four Hundred Five Dollars, to them paid by C.W.Horne, C.M.Thomas, E.L.Oneal, J.J.Young and A.S.White, Commissioners for the town of Clayton, North Carolina, the receipt of which is hereby acknowledged, have bargained and sold, and by these presents do hereby grant, bargain, sell and convey to said C.W.Horne, C.M.Thomas, E.L.Oneal, J.J.Young and A.S.White, Commissioners for the town of Clayton, North Carolina, and their successors in office, and assigns, a certain tract or parcel of land in Johnston County, State of North Carolina, adjoining the lands of J. T. Talton, E. L. Hinton

and others, and bounded as follows, viz: Known as Lot No. 15 of the Honeycutt land, surveyed and plotted by Riddick and Mann, a plat of which is duly recorded in Book I#12 on page 594 Registry of Johnston county, said lot fronting 50 feet on Horne street and running back with Oneal street 100 feet to E. L. Hinton's line, said lot conveyed to E. L. Hinton by deed from Sam T. Honeycutt, Commissioner, dated March 26th 1913.

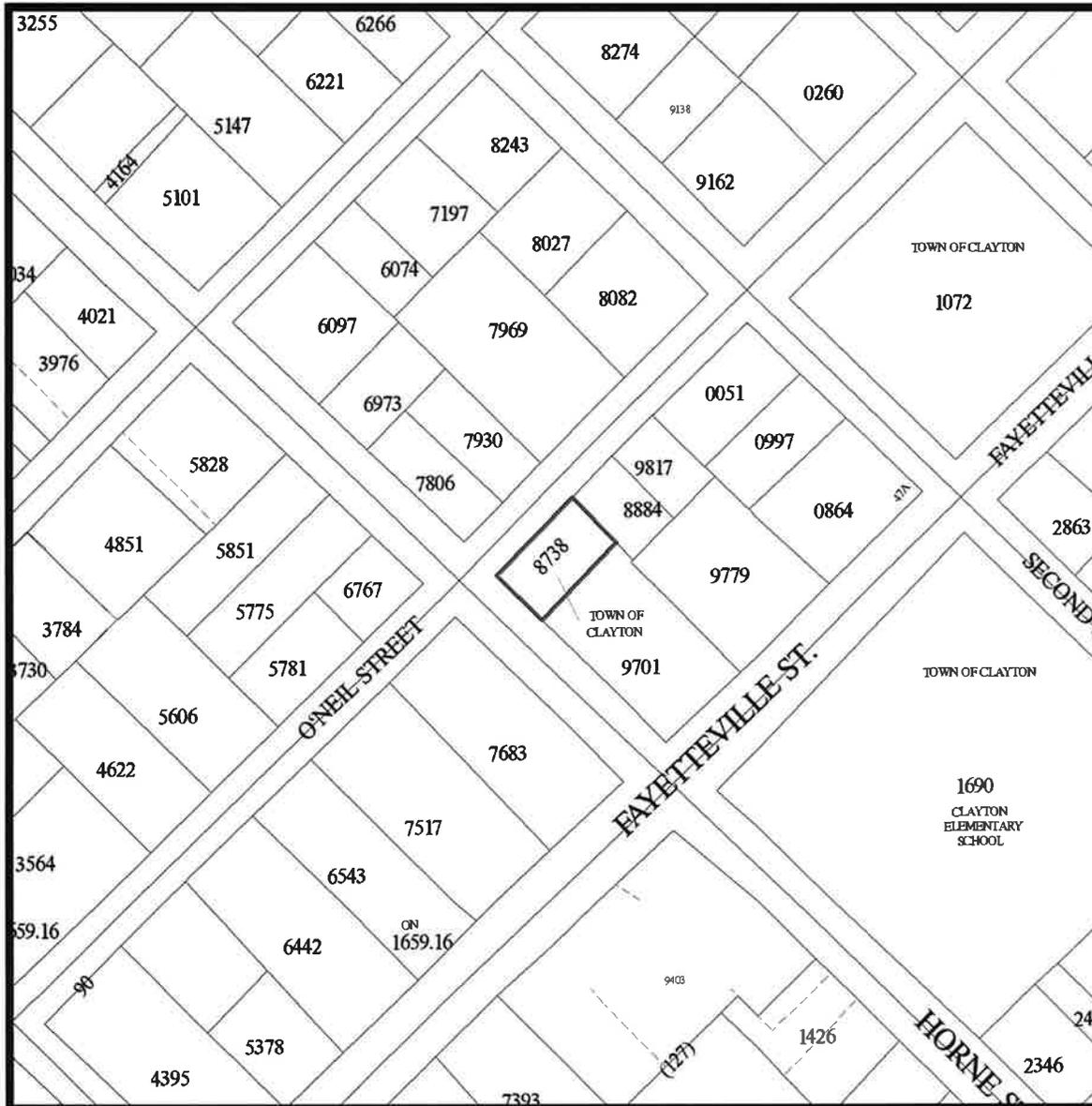
TO HAVE AND TO HOLD the aforesaid tract or parcel of land, and all privileges and appurtenances thereto belonging, to the said C.W.Horne, C.M.Thomas, E.L.Oneal, J.J.Young and A.S.White, Commissioners, their successors and assigns, to their only use and behoof forever.

And the said parties of the first part, for themselves and their heirs, executors and administrators, covenant with said parties of the second part, their successors and assigns, that they are seized of said premises in fee and have right to convey in fee simple; that the same are free and clear from all encumbrances, and that they do hereby forever warrant and will forever defend the said title to the same against the claims of all persons whomsoever.

IN TESTIMONY WHEREOF, The said E. L. Hinton, and wife, Lela Hinton have hereunto set their hands and seals, the day and year first above written.

Signatures of E. L. Hinton and Lela Hinton with seals.

Attest:



\*\*\* DISCLAIMER \*\*\*

Johnston County assumes no legal responsibility for the information.

---

Tag: 05019051  
 NCPin: 165916-92-8738  
 Mapsheet No: 165916  
 Owner Name1: TOWN OF CLAYTON  
 Owner Name2:  
 Mail Address1:  
 Mail Address2:  
 Mail Address3:  
 Site Address1: Not Available  
 Site Address2: Not Available  
 Book:  
 Page:  
 Market Value: 20050  
 Assessed Acreage: 0.12  
 Calc Acreage: 0.12  
 Sale Price:  
 Sale Date:

---



1 inch = 150 feet

(The scale is only accurate when printed landscape on a 8.5x11 in size sheet with page scaling set to none.)

Date May 12, 2014

JOHNSTON COUNTY, NC															5/12/2014 10:56:07 AM						
TOWN OF CLAYTON										Return/Appeal Notes: 05-0-19-051											
HORNE & O'NEIL ST										UNIQ ID 385495											
2000082969										ID NO: 165916-92-8738											
Reval Year: 2011 Tax Year: 2014					CLAYTON TAX (100), COUNTY TAX (100)					CARD NO. 1 of 1					0.120 AC						
Appraised by 21 on 03/24/2010 00380 L2-4					165916-261					TW-05					SRC= Estimated						
C-53 EX-5 AT- LAST ACTION 20101101																					
CONSTRUCTION DETAIL			MARKET VALUE					DEPRECIATION					CORRELATION OF VALUE								
TOTAL POINT VALUE			USE	MOD	Area	EF.	QUAL	BASE	RATE	RCN	EYB	AYB	CREDENCE TO								
BUILDING ADJUSTMENTS			97	00									% GOOD								
TOTAL ADJUSTMENT FACTOR			TYPE: VACANT										DEPR. BUILDING VALUE - CARD								
TOTAL QUALITY INDEX			STORIES:										DEPR. OB/XF VALUE - CARD								
													MARKET LAND VALUE - CARD								
													TOTAL MARKET VALUE - CARD								
													TOTAL APPRAISED VALUE - CARD								
													TOTAL APPRAISED VALUE - PARCEL								
													TOTAL PRESENT USE VALUE - PARCEL								
													TOTAL VALUE DEFERRED - PARCEL								
													TOTAL TAXABLE VALUE - PARCEL								
													PRIOR								
													BUILDING VALUE								
													OBXF VALUE								
													LAND VALUE								
													PRESENT USE VALUE								
													DEFERRED VALUE								
													TOTAL VALUE								
PERMIT																					
CODE			DATE			NOTE			NUMBER			AMOUNT									
ROUT: WTRSHD:																					
SALES DATA																					
OFF. RECORD			DATE			DEED			INDICATE SALES			PRICE									
BOOK			PAGE			MOYR			TYPE			Q/UV/I									
HEATED AREA																					
NOTES																					
SUBAREA			GS	RPL	CODE	QUALITY	DESCRIPTION	LTH	WTH	UNITS	UNIT PRICE	ORIG %	BLDG #/L/B	SIZE FACT	AYB	EYB	ANN DEP RATE	OVR	% COND	OB/XF DEPR. VALUE	
TOTAL OB/XF VALUE																					0
FIREPLACE																					
SUBAREA																					
TOTALS																					
BUILDING DIMENSIONS																					
LAND INFORMATION																					
HIGHEST AND BEST USE	USE CODE	LOCAL ZONING	FRONT TAGE	DEPTH	DEPTH / SIZE	LND MOD	COND FACT	OTHER ADJUSTMENTS AND NOTES				ROAD TYPE	LAND UNIT PRICE	TOTAL LAND UNITS	UNT TYP	TOTAL ADJUST	ADJUSTED UNIT PRICE	LAND VALUE	LAND NOTES		
RES LOTS	0100	RES	55	90	0.8100	2	1.0000						450.00	55.000	FF	0.810	364.50	20048			
TOTAL MARKET LAND DATA																					
TOTAL PRESENT USE DATA																					

**§ 160A-266. Methods of sale; limitation.**

(a) Subject to the limitations prescribed in subsection (b) of this section, and according to the procedures prescribed in this Article, a city may dispose of real or personal property belonging to the city by:

- (1) Private negotiation and sale;
- (2) Advertisement for sealed bids;
- (3) Negotiated offer, advertisement, and upset bid;
- (4) Public auction; or
- (5) Exchange.

(b) Private negotiation and sale may be used only with respect to personal property valued at less than thirty thousand dollars (\$30,000) for any one item or group of similar items. Real property, of any value, and personal property valued at thirty thousand dollars (\$30,000) or more for any one item or group of similar items may be exchanged as permitted by G.S. 160A-271, or may be sold by any method permitted in this Article other than private negotiation and sale, except as permitted in G.S. 160A-277 and G.S. 160A-279.

Provided, however, a city may dispose of real property of any value and personal property valued at thirty thousand dollars (\$30,000) or more for any one item or group of similar items by private negotiation and sale where (i) said real or personal property is significant for its architectural, archaeological, artistic, cultural or historical associations, or significant for its relationship to other property significant for architectural, archaeological, artistic, cultural or historical associations, or significant for its natural, scenic or open condition; and (ii) said real or personal property is to be sold to a nonprofit corporation or trust whose purposes include the preservation or conservation of real or personal properties of architectural, archaeological, artistic, cultural, historical, natural or scenic significance; and (iii) where a preservation agreement or conservation agreement as defined in G.S. 121-35 is placed in the deed conveying said property from the city to the nonprofit corporation or trust. Said nonprofit corporation or trust shall only dispose of or use said real or personal property subject to covenants or other legally binding restrictions which will promote the preservation or conservation of the property, and, where appropriate, secure rights of public access.

(c) A city council may adopt regulations prescribing procedures for disposing of personal property valued at less than thirty thousand dollars (\$30,000) for any one item or group of items in substitution for the requirements of this Article. The regulations shall be designed to secure for the city fair market value for all property disposed of and to accomplish the disposal efficiently and economically. The regulations may, but need not, require published notice, and may provide for either public or private exchanges and sales. The council may authorize one or more city officials to declare surplus any personal property valued at less than thirty thousand dollars (\$30,000) for any one item or group of items, to set its fair market value, and to convey title to the property for the city in accord with the regulations. A city official authorized under this section to dispose of property shall keep a record of all property sold under this section and that record shall generally describe the property sold or exchanged, to whom it was sold, or with whom exchanged, and the amount of money or other consideration received for each sale or exchange.

(d) A city may discard any personal property that: (i) is determined to have no value; (ii) remains unsold or unclaimed after the city has exhausted efforts to sell the property using any applicable procedure under this Article; or (iii) poses a potential threat to the public health or safety. (1971, c. 698, s. 1; 1973, c. 426, s. 42.1; 1983, c. 130, s. 1; c. 456; 1987, c. 692, s. 2; 1987 (Reg. Sess., 1988), c. 1108, s. 9; 1997-174, s. 6; 2001-328, s. 4; 2005-227, s. 3.)

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

**Agenda Item: 7b**

**Meeting Date: 5/19/14**

**TITLE: DISCUSSION OF URBAN DEER HUNTING.**

**DESCRIPTION: The Town of Clayton has received an inquiry to consider allowing bow hunting of deer within the Town of Clayton.**

**This is for Council review and instruction.**

**RELATED GOAL: Administration.**

**ITEM SUMMARY:**

**Date:**

**Action:**

**Info. Provided:**

**05-19-14**

**Presentation.**

**Email, 2014-2015 Big Game Season Dates from NC Wildlife and Chapter 130 of Town Code of Ordinances.**

**From:** [Steve Biggs](#)  
**To:** [Hall, Jay](#)  
**Cc:** [Butch Lawter](#); [Sherry Scoggins](#)  
**Subject:** RE: Urban deer hunting  
**Date:** Thursday, April 03, 2014 10:14:30 AM

---

Jay,

Thank you for your request. I will put some supporting info together on this with the initial intent of including it on the May 19 work session agenda. Given that this is our busiest time of the year due to budget we may need to push that to June, but we can let you know. I encourage you to attend when the item is initially discussed.

Steve

Town Manager  
Town of Clayton, NC  
919.359.9331

visit: [www.townofclaytonnc.org](http://www.townofclaytonnc.org)

-----Original Message-----

From: Hall, Jay [<mailto:jay.hall@jostens.com>]  
Sent: Thursday, April 03, 2014 8:09 AM  
To: Steve Biggs  
Subject: Urban deer hunting

Hey Steve,

I would like the Town of Clayton to consider allowing bow hunting (compound and cross bows) of deer within the city limits of Clayton during the prescribed deer season as regulated by the North Carolina Wildlife Commission. This would include Urban Archery season. (Here is link to upcoming season: <http://www.ncwildlife.org/Portals/0/Hunting/Documents/2014-15-Big-Game-Season-Dates-QR.pdf> )

The population of whitetail deer has increased and more deer have moved into the city as food sources outside the city limits has declined and hunting pressure has pushed deer into the city limits. With more deer and more traffic, this becomes a safety issue with the possibility of more deer being hit by cars. The police department may have some statistics on this.

Other towns within the triangle have done this including Chapel Hill, Durham, Wake Forest and Archer Lodge. One provision regulation that some of those towns have is a 5 acre minimum to hunt. I would ask the Town of Clayton to not consider this type of regulation as there are probably not that many 5+acre tracts within the city limits.

Thank you for your consideration!

Jay Hall, CJE  
jostens senior sales representative  
919.349.3021 (phone&text)  
[jay.hall@jostens.com](mailto:jay.hall@jostens.com)

[cid:40B0DE5B-092A-41C4-B472-873ACE9DF106]



## 2014-2015 Big Game Season Dates

This document is provided for planning purposes ONLY.

Final season dates and bag limits are published online at [ncwildlife.org](http://ncwildlife.org) and in the *2014-2015 Regulations Digest*, available Aug. 1, 2014.

2014-2015 BIG GAME SEASONS		
Locations	Type of Season	Open Dates
<b>Eastern Deer Season</b>	<b>Archery:</b> <b>Muzzleloader:</b> <b>Gun:</b>	Sept. 13 – Oct. 3, 2014 Oct. 4 – Oct. 17, 2014 Oct. 18, 2014 – Jan. 1, 2015
<b>Central Deer Season</b>	<b>Archery:</b> <b>Muzzleloader:</b> <b>Gun:</b>	Sept. 13 – Oct. 31, 2014 Nov. 1 – 14, 2014 Nov. 15, 2014 – Jan. 1, 2015
<b>Northwestern Deer Season</b>	<b>Archery:</b> <b>Muzzleloader:</b> <b>Gun:</b>	Sept. 13 – Nov. 7, 2014 Nov. 8 – 21, 2014 Nov. 22, 2014 – Jan. 1, 2015
<b>Western Deer Season</b>	<b>Archery:</b> <b>Muzzleloader:</b> <b>Gun:</b>	Sept. 13 – 28, 2014 and Oct. 12 – Nov. 23, 2014 Sept. 29 – Oct. 11, 2014 Nov. 24 – Dec. 13, 2014
<b>Gun Either-Sex Deer Seasons</b>	<b>Introductory Season:</b> <b>Conservative Season:</b> <b>Moderate Season:</b> <b>Maximum Season:</b>	Last open day of the applicable gun season. Last six open days of the applicable gun season. First six open days and last six open days of the applicable gun season. All open days of the applicable gun season.
<b>Urban Archery Deer Season</b> (open in participating cities only- refer to the Regulations Digest for list and contact information)	<b>Archery Only:</b>	Jan. 10, 2015 – Feb. 14, 2015

Continued....



Continued.....

## North Carolina 2014-2015 Big Game Season Dates

This document is provided for planning purposes ONLY.

Final season dates and bag limits are published online at [ncwildlife.org](http://ncwildlife.org) and in the *2014-2015 Regulations Digest*, available Aug. 1, 2014.

2014-2015 BIG GAME SEASONS	
Species	Open Dates
<b>Western Bear Season</b>	<b>Oct. 13 – Nov. 22, 2014 and Dec. 15, 2014 – Jan. 1, 2015:</b> In and west of Surry, Wilkes, Caldwell, Burke and Cleveland counties.
<b>Central Bear Seasons</b>	<b>Nov. 15, 2014 – Jan. 1, 2015:</b> Alamance, Anson, Cabarrus, Caswell, Chatham, Davidson, Durham, Granville, Guilford, Lee, Mecklenburg, Montgomery, Orange, Person, Randolph, Rockingham, Rowan, Stanly, and Union counties:  <b>Oct. 18, 2014 – Jan. 1, 2015:</b> Franklin, Harnett, Johnston, Hoke, Moore, Richmond, Scotland, Vance, Wake and Warren counties.  <b>Nov. 22, 2014 – Jan. 1, 2015:</b> Alexander, Catawba, Davie, Forsyth, Gaston, Iredell, Lincoln, Stokes, and Yadkin counties.
<b>Eastern Bear Seasons</b>	<b>Nov. 10 – Nov. 15, 2014 and Dec. 15 – 27, 2014:</b> Beaufort, Camden, Chowan, Craven, Dare, Edgecombe, Greene, Halifax, Hyde, Jones, Lenoir, Martin, Nash, Northampton, Pasquotank, Pitt, Tyrrell, Washington, Wayne, and Wilson counties.  <b>Nov. 8 – Nov. 15, 2014 and Dec. 15 – 27, 2014:</b> Bertie, Currituck, Gates, Hertford and Perquimans counties.  <b>Nov. 10, 2014 – Jan. 1, 2015:</b> Bladen, Carteret, Cumberland, Duplin, New Hanover, Onslow, Pamlico, Pender and Sampson counties.  <b>Dec. 1, 2014 – 20, 2014:</b> Brunswick, Columbus and Robeson counties.
<b>Wild Turkey Spring Season (male or bearded turkey only)</b>	<b>Apr. 11 – May 9, 2015</b>
<b>Wild Turkey Youth-only Season (male or bearded turkey only)</b>	<b>Apr. 4 – 10, 2015</b>

## CHAPTER 130: OFFENSES AGAINST PUBLIC PEACE AND SAFETY

### Section

- 130.01 Public intoxication
- 130.02 Consumption of alcoholic beverages in public
- 130.03 Discharge of firearms

### **§ 130.01 PUBLIC INTOXICATION.**

It shall be unlawful for any person to be drunk and disorderly in any public place or on any public road or street in the town.

('71 Code, § 11-6) (Ord. 7, passed 8-1-32) Penalty, see § 10.99

### **§ 130.02 CONSUMPTION OF ALCOHOLIC BEVERAGES IN PUBLIC.**

(A) No person shall consume any alcoholic beverages or unfortified wine or have in his possession any open container of alcoholic beverage or unfortified wine in a vehicle or on a parking lot, or within the rights-of-way of the public streets, boulevards, alleys, and sidewalks, or in municipal parks, within the town.

(B) Exceptions.

(1) Except as permitted by § 155.304(O).

(2) Subject to all applicable ABC regulations, the possession, sale, service, and consumption of malt beverages and unfortified wine, as defined by G.S. Ch. 18B, is permitted during any community-sponsored public function, festival or celebration when conducted on a public street, sidewalk or other publicly owned area pursuant to a written permit issued by the Town Manager or his duly authorized representative. However, before such permit is issued under this section, the Town Manager or his duly authorized representative shall designate the boundaries of the event and temporarily close any streets within the boundaries for general public use. Applicants must demonstrate proof of proper insurance for the planned event and make adequate provision for traffic control and public safety. The Town Manager or his representative may place such additional restrictions on the event as he deems reasonably necessary to ensure public safety and convenience.

('71 Code, § 11-16) (Ord. 7, passed 10-5-83; Am. Ord. 2007-05-02, passed 5-7-07) Penalty, see § 10.99

#### ***Statutory reference:***

*Possession of alcoholic beverages, see G.S. § 18B-301(f)*

### **§ 130.03 DISCHARGE OF FIREARMS.**

It shall be unlawful to discharge any firearm, spring-loaded gun, air gun, or bow and arrow in the town. This section shall not apply to law enforcement officers while in the performance of their official duties.

('71 Code, § 11-15) (Ord. 6, passed 8-1-32) Penalty, see § 10.99

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

**Agenda Item: 8a**

**Meeting Date: 5/19/14**

**TITLE: STATUS REPORT ON BROWNFIELD AGREEMENT IN REFERENCE TO THE DUPONT PROPERTY.**

**DESCRIPTION: This is for Council information.**

**RELATED GOAL: Administration.**

**ITEM SUMMARY:**

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
05-19-14	Verbal report.	N/A.

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

Agenda Item: 9c

Meeting Date: 05/19/14

TITLE: TOWN CLERK

DESCRIPTION: Calendar of Events

- 2014 Legislative Session [the Short Session] – Wednesday, May 14, 2014 at 12 noon
- Town Square Concert Series – Southern Grace – Thursday, May 15, 2014 from 6 PM to 9 PM at Town Square
- Senior Citizen Day activities co-sponsored by Town of Clayton Parks & Recreation and the Community and Senior Services of Johnston County – Friday, May 16, 2014, from 10:00 AM to 12:00 noon in the Council Chambers
- HeartChase 2014 – Saturday, May 17, 2014 @ Town Square & Downtown from 8:00 AM to 2:00 PM
- Council Mtg – Monday, May 19, 2014 @ 6:30 PM
- Board of Adjustment Mtg – Wednesday, May 21, 2014 @ 6 PM
- Fire Advisory Board Mtg – Thursday, May 22, 2014 @ 7 PM at Fire Station 1, 325 West Horne Street
- Memorial Day Holiday – Monday, May 26, 2014
- Planning Board Mtg – **TUESDAY**, May 27, 2014 @ 6 PM
- Council Budget Work Session – **WEDNESDAY**, May 28, 2014 @ 5:00 PM at Clayton Law Enforcement Center, Training Room; 315 E 2<sup>nd</sup> Street
- Council Mtg – Monday, June 2, 2014 @ 6:30 PM
- NCLM Town Hall Day – Wednesday, June 4, 2014
- MillStock Music & Art Faire – Saturday, June 7, 2014, from 10 AM to 4 PM at Horne Square
- Downtown Development Association Mtg – Monday, June 9, 2014 @ 6:30 PM in room GS 223
- Council Mtg – Monday, June 16, 2014 @ 6:30 PM
- Board of Adjustment Mtg – Wednesday, June 18, 2014 @ 6 PM
- Town Square Concert Series – Brickhouse Band – Thursday, June 19, 2014 from 6 PM to 9 PM at Town Square
- Planning Board Mtg – Monday, June 23, 2014 @ 6 PM
- Independence Day Holiday – Friday, July 4, 2014
- Council Mtg – Monday, July 7, 2014 @ 6:30 PM
- Board of Adjustment Mtg – Wednesday, July 16, 2014 @ 6 PM
- Town Square Concert Series – Steve Owens & Summertime – Thursday, July 17, 2014 from 6 PM to 9 PM at Town Square
- Council Mtg – Monday, July 21, 2014 @ 6:0 PM
- Fire Advisory Board Mtg – Thursday, July 24, 2014 @ 7 PM at Fire Station 1, 325 West Horne Street

- Planning Board Mtg – Monday, July 28, 2014 @ 6 PM
- Council Mtg – August 4, 2014 @ 6:30 PM
- National Night Out – Tuesday, August 5, 2014, from 5:30 PM to 8:30 PM at Town Square
- Council Mtg – August 18, 2014 @ 6:30 PM
- Board of Adjustment Mtg – Wednesday, August 20, 2014 @ 6:00 PM
- Town Square Concert Series – Mostly Crue – Thursday, August 21, 2014 from 6 PM to 9 PM at Town Square
- Planning Board Mtg – Monday, August 25, 2014 @ 6:00 PM
- Labor Day Holiday – Monday, September 1, 2014
- Council Mtg – **TUESDAY**, September 2, 2014 @ 6:30 PM
- Zaxby’s Movie Night – Saturday, September 13, 2014 from 6 PM to 10 PM at Town Square
- Council Mtg- Monday, September 15, 2014 @ 6:30 PM
- Clayton Harvest & Music Festival – September 17 – 21, 2014, Downtown Clayton
- Board of Adjustment Mtg –Wednesday, September 17, 2014 @ 6:00 PM
- Town Square Concert Series – Nantucket – Thursday, September 18, 2014 from 6 PM to 9 PM at Town Square
- Clayton Harvest & Music Festival: temporary closure of Main Street from O’Neil Street to Second Street for the vendors and car show – Saturday, September 20, 2014, 5:00 AM to 6:00 PM
- Planning Board Mtg – Monday, September 22, 2014 @ 6:00 PM
- Council Mtg – Monday, October 6, 2104 @ 6:30 PM
- NCLM Annual Conference – October 12-14, 2014; Greensboro, NC
- Board of Adjustment Mtg – Wednesday, October 15 2014 @ 6:00 PM
- Council Mtg – Monday, October 20, 2014 @ 6:30 PM
- Planning Board Mtg – Monday, October 27, 2014 @ 6:00 PM
- Fall Back: 2014 Daylight Saving Time ends – Sunday, November 2, 2014, at 2 AM
- Council Mtg – Monday, November 3, 2014 @ 6:30 PM
- Veteran’s Day Holiday – Tuesday, November 11, 2014
- Council Mtg – Monday, November 17, 2014 @ 6:30 PM
- Board of Adjustment Mtg – Wednesday, November 19, 2014 @ 6:00 PM
- Planning Board Mtg – Monday, November 24, 2014
- Thanksgiving Day Holiday – Thursday, November 27, 2014 & Friday, November 28, 2014
- Council Mtg – Monday, December 1, 2014 @ 6:30 PM
- Council Mtg – Monday, December 15, 2014 @ 6:30 PM
- Board of Adjustment Mtg – Wednesday, December 17, 2104 @ 6:00 PM
- Christmas Holiday – Wednesday, December 24, 2014; Thursday, December 25, 2014; & Friday, December 26, 2014

**Date:**  
05-19-14

**Action:**  
N/A

**Info. Provided:**  
Calendar of Events