



Town of Clayton
Town Council Regular Meeting Agenda
Monday, March 3, 2025 at 6:00 PM
Council Chambers, Town Hall
111 E. Second Street

THE PUBLIC MAY VIEW THE LIVE COUNCIL MEETING ON THE TOWN'S YOUTUBE CHANNEL:
<https://www.youtube.com/TownofClaytonNC>

1. CALL TO ORDER

- a. Call to Order
- b. Pledge of Allegiance
- c. Invocation

2. ADJUSTMENT OF THE AGENDA

- a. **POTENTIAL ACTION:** Adopt or Adjust the Agenda

3. CONSENT AGENDA

- a. Minutes
 - February 17, 2025 - Regular Session

Presenter: Heidi Holland, Town Clerk
[February 17, 2025 - Regular Session](#)
- b. Clayton Clovers Joint Use Agreement
Presenter: Dolores Gill, Deputy Town Manager
[Clayton Clovers Joint Use Agreement](#)
- c. Utility Reimbursement Relocation Agreement - Sanitary Sewer
Presenter: Donald Perry, Engineering Director
[Utility Reimbursement Relocation Agreement - Sanitary Sewer](#)
- d. Utility Services Agreement between Johnston County Board of Education and Town of Clayton
Presenter: Donald Perry, Engineering Director
[Utility Services Agreement between Johnston County Board of Education and Town of Clayton](#)
- e. Purchase of Real Property - Bolyard Property on Jack Road
Presenter: Rich Cappola, Town Manager
[Purchase of Real Property - Bolyard Property on Jack Road](#)
- f. Resolution for Warranty Acceptance of ROW & Street Sections within Phase 1 of the Meadowview Subdivision
Presenter: Chris Rowland, Engineering
[Resolution #2025-15](#)
- g. Resolution To Accept the Subject Greenway Sections into the Town of Clayton Greenway System for Maintenance – Phase 1 of the Meadowview Subdivision
Presenter: Chris Rowland, Engineering
[Resolution #2025-16](#)

- h. Resolution To Accept Public Utilities into The Town of Clayton Public Utility System for Maintenance – Spinning Mill Phase 3 Utilities
Presenter: Michael Worner, Engineering
[Resolution #2025-17](#)

POTENTIAL ACTION: Adoption of Consent Agenda as Presented

4. ADMINISTRATIVE ITEMS

- a. Clayton4U
• Zoning Part 1
Presenter: Nathanael Shelton, Communication Director
- b. 2025-26 Sculpture Trail Selections
Presenters: Heidi Holland, Town Clerk and Dane Martin, Public Art Advisory Board Chair

5. INTRODUCTIONS AND SPECIAL PRESENTATIONS

- a. National Procurement Month Proclamation
Presenter: Council Member Anderson to Present to Procurement
[National Procurement Month Proclamation](#)
- b. Employee Appreciation Day Proclamation
Presenter: Council Member Williams to Read and Recognize Employees
[Employee Appreciation Day Proclamation](#)
- c. Clayton Comets Men's Basketball Team Proclamation
Presenter: Mayor Pro Tem Sims to Present to the Clayton Comets
[Clayton Comet Mens Basketball Team Proclamation](#)

6. PUBLIC HEARINGS

7. QUASI-JUDICIAL HEARING

8. OLD BUSINESS

9. NEW BUSINESS

10. STAFF REPORTS

- a. Town Manager
- b. Town Attorney
- c. Town Clerk
- d. Other Staff

11. OTHER BUSINESS

- a. Informal Discussion & Public Comment
- b. Council Comments

12. CLOSED SESSION

- a. To Discuss Economic Development in Accordance with NCGS 143-318.11 (a)(4), A Legal Matter in Accordance with NCGS 143-318.11 (a)(3), and To Discuss Purchase of Real Property in Accordance with NCGS 143-318.11 (a)(5)

POTENTIAL ACTION: Motion To Go Into Closed Session

POTENTIAL ACTION: Motion To Return To Open Session

13. ADJOURNMENT

- a. Adjourn

POTENTIAL ACTION: Motion To Adjourn

INFORMATION FOR THE PUBLIC

3. CONSENT AGENDA

Items on the consent agenda are considered routine in nature or have been thoroughly discussed at previous meetings. Any member of the Council may request to have an item removed from the consent agenda for further discussion.

7. QUASI-JUDICIAL HEARING

A quasi-judicial hearing resembles a court trial where testimony is presented. Citizens may give testimony in a quasi-judicial hearing after they have taken an oath. Town Council acts like a court of law and receives only sworn testimony and other credible evidence. In addition, the Town Council must make findings of fact based upon the evidence presented. The Town Council refrains from "ex parte communication" about these cases, as the Town Council must make a decision based solely on the evidence presented at the hearing itself. Staff is available to assist with inquiries from citizens.

11. OTHER BUSINESS – INFORMAL DISCUSSION & PUBLIC COMMENT

RULES FOR PERSONS ADDRESSING TOWN COUNCIL

- During public hearings and public comment periods, each speaker will identify him/herself by giving his or her name and place of residence.
- Each speaker will be limited to speaking one time on any topic. When you are finished speaking, please step away from the podium and be seated.

- Each speaker will be limited to three (3) minutes and each group's representative will be limited to a maximum of five (5) total minutes. Each group is encouraged to designate a single spokesperson for their group.



Town of Clayton
Town Council Regular Meeting Minutes
Monday, February 17, 2025 at 6:00 PM
Council Chambers, Town Hall
111 E. Second Street

Council Present:

Mayor Jody McLeod
Mayor Pro Tem Michael Sims
Council Member Andria Archer
Council Member Porter Casey
Council Member Ruth Anderson
Council Member Gretchen Williams

Staff Present:

Rich Cappola, Town Manager
Jim Cauley, Town Attorney
Heidi Holland, Town Clerk
Dolores Gill, Deputy Town Manager
Lee Barbee, Deputy Town Manager
Courtney Tanner, Deputy Town Manager
David Ranes, Fire Chief
Robert McKie, Finance Director
Nathanael Shelton, Communication Director
Conrad Olmedo, Planning Director
Donald Perry, Engineering Director
Joe Stallings, Economic Development Director
Sam Johnson-Phillips, Deputy Town Clerk
Joshua Propst, Digital Media Specialist

Council Absent:

None

1. CALL TO ORDER

a. Call to Order

Mayor McLeod called the meeting to order at 6:01 p.m.

b. Pledge of Allegiance

Mayor McLeod led the Pledge of Allegiance.

c. Invocation

Mayor McLeod provided the Invocation.

2. ADJUSTMENT OF THE AGENDA

- a. Mr. Cappola adjusted the agenda to Move Item: 9a. Trash Trap Installation and Management MOU to 4b., to Add Item: 3d. 2025 Council Meeting Schedule Revised and to request to continue item 6d. 2024-27-CZM Amelia Church

Townhomes to the March 17, 2025, Council Meeting.

Adopt or Adjust the Agenda

RESULT:	CARRIED 5-0
MOVER:	Porter Casey
SECONDER:	Michael Sims
YES:	Andria Archer, Michael Sims, Porter Casey, Ruth Anderson, and Gretchen Williams
NO:	None

3. CONSENT AGENDA

- a. Minutes
 - February 3, 2025 - Work Session
 - February 3, 2025 - Regular Session
 - February 3, 2025 - Closed Session

Presenter: Sam Johnson-Phillips, Deputy Town Clerk
- b. Budget Amendment - Nutrient Capacity Purchase
Presenter: Robert McKie, Finance Director
- c. NCDOT Road Closure Request
Presenter: Amy Shearin
- d. 2025 Council Meeting Schedule Revised
Presenter: Heidi Holland, Town Clerk

RESULT:	CARRIED 5-0
MOVER:	Michael Sims
SECONDER:	Porter Casey
YES:	Andria Archer, Michael Sims, Porter Casey, Ruth Anderson, and Gretchen Williams
NO:	None

4. ADMINISTRATIVE ITEMS

- a. Clayton4U
Presenter: Nathanael Shelton, Communication Director

Mr. Shelton introduced the latest Clayton4U video on Ordinance Awareness.

- b. Trash Installation and Management MOU
Presenter: Donald Perry, Engineering Director

Mr. Perry introduced Ms. Samantha Krop, Neuse River Keeper and Director of Advocacy at Sound Rivers. Ms. Krop shared insights into the organization's efforts in stormwater management and water pollution, highlighting their work in water quality monitoring across the Neuse River Basin. She mentioned

Sound Rivers' programs focused on water quality sampling and trash reduction efforts in Clayton, as well as a hotline for the public to report pollution investigations.

Ms. Krop explained that Sound Rivers, a non-profit organization, has been dedicated to protecting the health of the Neuse and Tar-Pamlico River basins for over 43 years. Their mission is to uphold the Clean Water Act by ensuring waterways remain fishable, swimmable, drinkable, and accessible for all.

She emphasized the issue of water pollution caused by impervious surfaces, noting that 95% of trash in area rivers is plastic, including hard plastics, soft plastics, and Styrofoam. Over time, plastics break down into microplastics, posing risks to both aquatic and public health. These plastics have been found in marine life such as oysters, fish, and crabs, and can impact human health, affecting hormone production, reproduction, cardiovascular systems, and insulin secretion.

Ms. Krop presented the Trash Trap Program, established in 2022, as a solution to this issue. The passive litter traps are installed in small urban creeks to capture trash before it enters the Neuse River. The traps are cleaned monthly to maximize effectiveness, and as water levels rise, the traps float, allowing fish to pass underneath.

The specifications for the trash traps include:

- Dimensions: 2' (h) x 6' (w) x 8' (l)
- Weight: 250 lbs.
- Frame: Galvanized steel
- Pontoons: 6010 aluminum
- Gate: 3/4 expanded mesh

Additionally, the site specifications include:

- Bank width not to exceed 50 feet
- Maximum historical flow rate: 5k cfs

The program has been so successful that it is expanding across the Neuse River and the Tar-Pamlico Basin. Currently, there are trash traps in Raleigh, Kinston, New Bern, Washington, Greenville, and other areas, with plans to install two more in Johnston County this year.

Ms. Krop discussed key considerations, such as:

- The traps allow for aquatic life to pass through
- Designed to withstand high storm flows
- Located to avoid user conflicts (e.g., fishing/boating)
- Not contributing to flooding
- Can be removed ahead of extreme storms

The traps are estimated to collect 1,000 pounds of trash annually. Sound Rivers has engaged over 300 community members, including organizations like Girl Scouts, local Rotary Clubs, and community cleanup groups. They recently launched an "Adopt a Trash Trap" program, allowing local groups to take responsibility for cleaning the traps.

Ms. Krop presented a map of current trap locations in various cities, with over 300 volunteers contributing to the collection of more than 7,000 pounds of trash.

In conclusion, Ms. Krop explained that installing a trash trap in Clayton would reduce litter in Little Creek and the Neuse River downstream. It would also provide an opportunity for community education on stormwater runoff and water quality, while engaging local groups in volunteer efforts. Sound Rivers would purchase and install the trap, coordinating with local organizations for monthly maintenance and assuming liability.

Council Member Casey shared his positive experience assisting with cleaning a trash trap and expressed support for the project. He praised Sound Rivers for its educational efforts and noted that local Boy Scout groups were interested in helping with trap cleanups.

Council Member Archer echoed Council Member Casey's comments, emphasizing that this initiative is a rare opportunity and a win-win for the community.

Mr. Perry noted that this would be the first trash trap installed in Clayton and Johnston County.

Mayor McLeod opened the floor to Council for action.

5. INTRODUCTIONS AND SPECIAL PRESENTATIONS

a. Engineers' Week Proclamation

Presenter: Mayor Pro Tem Sims to Present to the Engineering Department

Mayor Pro Tem Sims read the proclamation and presented it to the Engineering Department. Mr. Perry expressed thanks to the Engineering Department for all their hard work. He continued to express thanks to Council and Executive Staff for their continued support.

b. Government Communicators Day Proclamation

Presenter: Council Member Archer to Present to the Communication Department

Council Member Archer read the proclamation and presented it to the Communications Department. Mayor McLeod stated the Communications Department does a remarkable job for the Town of Clayton and he expressed appreciation to them.

c. National Leadership Day Proclamation

Presenter: Mayor McLeod to Read

Mayor McLeod read the proclamation and acknowledged the Leadership within the Town of Clayton.

d. Parks and Recreation Advisory Board Annual Update

Presenter: Emily Beddingfield, Parks and Rec. Advisory Board Chair

Ms. Beddingfield introduced Mrs. Natasha Ellis-Smith and Mr. Chen and provided an overview of the Parks and Recreation Advisory Board's purpose, mission, and membership. She explained that the Board serves as an advisory body to Parks and Recreation and the Town, acting as a liaison between the citizens, Town staff, and Town Council. The Board advises on recreation policies, programs, personnel, and the acquisition and disposal of lands related to community recreation. The Parks and Recreation Advisory Board consists of 13 members.

Mrs. Ellis-Smith shared that the Parks and Recreation Department is the most public-facing department, serving not only Town residents but also those from the ETJ, Johnston County, Wake County, and surrounding Towns in the Triangle area. She expressed the department's commitment to keeping Clayton "the premier community for active families." Mrs. Ellis-Smith emphasized the importance of strengthening the community to achieve their goals, particularly by providing teens and kids with opportunities to develop leadership skills and connect with people outside their immediate neighborhoods.

Mr. Chen spoke about the Board's accomplishments, noting their involvement in the Parks and Recreation Master Plan conducted last year. The Advisory Board joined the Steering Committee and provided valuable advice and feedback throughout the process. Mr. Chen highlighted the Board's ongoing work with the Parks and Recreation staff to build upon projects initiated by the previous Parks Bond and continue expanding programming.

Mr. Chen also mentioned that the findings from the Master Plan revealed that the Town of Clayton is not currently meeting certain benchmarks, indicating a need to expand both programs and facilities to effectively meet current and future demands.

In conclusion, Ms. Beddingfield shared that the Town's parks are in constant use, and a significant number of residents benefit from the department's

services. She expressed her gratitude to the Council for their continued support.

Mayor McLeod thanked Ms. Beddingfield for her leadership and commended the Board members for their work. He expressed pride in the phenomenal quality of life in Clayton and praised both the Advisory Board and the Parks and Recreation staff.

Mayor McLeod noted that the Town Council is dedicated to showcasing and improving Clayton's assets and acknowledged that this could not be achieved without the invaluable contributions of boards like the Parks and Recreation Advisory Board and the staff. He then requested that the Parks and Recreation Advisory Board stand to be recognized.

6. PUBLIC HEARINGS

- a. 2024-127-ANX - 3967 Powhatan Road Annexation
Presenter: Conrad Olmedo, Planning Director

Mr. Olmedo presented highlights of the proposed annexation, noting that this request is one of two annexation requests located next to each other.

He explained that the applicant has requested a non-contiguous annexation of approximately 0.46 acres of land, currently within the Town's ETJ, to receive Town services. The property is located at 3967 Powhatan Road.

Mr. Olmedo indicated that the sufficiency check has been completed, and the public hearing notice dates were displayed for the Council's reference.

He informed the Town Council that the current zoning for the property is Light Industrial (LID), and the future land use map designates the area as an employment center.

Staff have recommended approval of the annexation petition.

Mayor McLeod inquired if there were questions for staff. With no questions, Mayor McLeod opened the public hearing and requested that any speakers provide their name for the record.

Mr. Scarpa, a town resident, asked what the Town's advantage would be in approving a non-contiguous annexation. Mr. Olmedo explained that annexation is required for projects that need utilities to be connected. He clarified that while there is no current project on this property, the adjacent property to the East is part of the next annexation request, which would eventually be developed. He stated that annexing this area would increase the Town's tax base, expand

business opportunities, and promote further development in the region.

With no one else wishing to speak, Mayor McLeod turned the discussion over to Council.

Adoption of Ordinance #2025-02-01

RESULT:	CARRIED 5-0
MOVER:	Andria Archer
SECONDER:	Michael Sims
YES:	Andria Archer, Michael Sims, Porter Casey, Ruth Anderson, and Gretchen Williams
NO:	None

- b. 2024-128-ANX - 3945 Powhatan Road Annexation
Presenter: Conrad Olmedo, Planning Director

Mr. Olmedo presented highlights of the adjacent property to the one recently voted on. The applicant has requested a non-contiguous annexation of approximately 1.57 acres of land located at 3945 Powhatan Road, within the Town's ETJ, to receive Town services.

He noted that the sufficiency checks have been completed and the request for a public hearing was finalized.

The current zoning for the property is Light Industrial (LID), and the future land use map designates it as an employment center.

Staff have recommended approval of the annexation request.

Mayor McLeod asked if there were any questions for staff. With no questions, Mayor McLeod opened the public hearing and requested that any speakers provide their name for the record.

With no one wishing to speak, Mayor McLeod closed the public hearing and turned the discussion over to Council.

Adoption of Ordinance #2025-02-02

RESULT:	CARRIED 5-0
MOVER:	Michael Sims
SECONDER:	Andria Archer
YES:	Andria Archer, Michael Sims, Porter Casey, Ruth Anderson, and Gretchen Williams
NO:	None

c. 2024-12-CZM Front Street Duplexes
Presenter: Conrad Olmedo, Planning Director

Mr. Olmedo presented an overview of a conditional rezoning request to permit duplexes on each of the two proposed lots. Currently zoned as Residential High Density (RHD), the request is to change the zoning to Conditional Zoning Residential District (CZR).

The two properties are sized at approximately 0.14 acres (6,000 square feet) and 0.21 acres (8,000-9,000 square feet), respectively.

Both properties are vacant and located at the intersection of North Church Street and East Front Street, just north of downtown, across from the railroad tracks.

Mr. Olmedo informed the Council that the public notice for the rezoning request had been made in accordance with state statutes and that the properties were posted.

The Concept Plan and Project Data were reviewed. The plan showed a duplex on each of the two lots. Council was informed that the lots would share a 15-foot driveway on the side of Church Street. Although the Planning Board had discussed a 24-foot-wide driveway at their December 17, 2024, meeting, the presence of a manhole restricted this width, reducing it to 15 feet where it meets Church Street. However, the driveway width would increase to 24 feet once it enters the property, allowing for two-way traffic behind the duplexes.

Mr. Olmedo noted there would be no parking in front of the duplexes. Discussions with staff had focused on placing parking at the rear of the buildings to maintain the single-family residential character along East Front Street. To achieve this, the homes would be positioned closer to the street, which would deviate from district standards but would be permitted under this Conditional Rezoning.

The plan also included sidewalk connections along both East Front Street and Church Street, with one entry façade for each duplex. The applicant has agreed to comply with the Unified Development Ordinance (UDO) Residential Design Guidelines.

Conditional considerations were discussed, including setbacks. The proposed street setback for East Front Street would be 5 feet, while the district requires 20 feet. For Church Street, the proposed setback would be 10 feet, while the district requires 20 feet. The proposed lot area for each property was 6,000 square feet, while the district requires 7,200 square feet.

Staff observed that two different Future Land Uses overlap on the properties: Downtown Neighborhood (DN) and Downtown Support (DS).

The Planning Board's recommendations were shared, including a requirement that the shared driveway width be 24 feet. However, the manhole restriction limits the driveway width at Church Street. Additionally, the driveway's full width applies beyond the right-of-way.

The Planning Board also recommended moving the building forward to East Front Street, which would allow for a wider driveway at the back.

Curb cut restrictions were discussed, with the aim of focusing the duplex entry along Church Street and eliminating curb cuts along East Front Street. This restriction would be included in Condition #16.

Mayor McLeod inquired about the neighborhood meeting and whether it had been held according to the UDO's standards. Mr. Olmedo clarified that the original meeting was held on a weekend at a local brewery, which did not meet UDO standards.

Mr. Olmedo explained that if the rezoning is approved, the Concept Plan and associated conditions would be tied to the land under NC Statute Chapter 160D.

The Planning Board recommended approval of the rezoning, as reflected in Motion 1 of the Consistency Statement.

Mayor McLeod opened the floor to questions from the Council. Mayor Pro Tem Sims asked for clarification on the driveway width, confirming that it would be 15 feet at the Church Street entrance and 24 feet on the property. He also inquired about parking, confirming that there would be eight parking spaces at the rear of the duplexes and no parking allowed in front.

Mr. Olmedo confirmed that any additional off-street parking would be in addition to the eight spaces provided on the site. Sims also asked about the access easement and setbacks, to which Mr. Olmedo explained that the 30-foot-wide easement would provide access to parcel two.

Council Member Casey inquired about visibility concerns with the house placement along East Front Street. Mr. Olmedo reassured the Council that the sight distance triangle, as per the Town's Street Design guidelines, would not be impacted by the building's location.

Council Member Casey also asked if the shared driveway would be a long-term solution for the two parcels. Mr. Olmedo responded that the staff is confident in

the plan, as it maintains the single-family appearance of the duplexes while accommodating two units.

Mr. Olmedo also introduced the applicant, Mr. Bostick, who clarified that the first neighborhood meeting had one attendee, who supported the project. The second neighborhood meeting was held per UDO requirements, but no one attended.

Mayor McLeod asked if anyone wished to speak during the public hearing. Mr. Scarpa, a Town resident, expressed concerns about the driveway, parking, and the lack of communication regarding the neighborhood meeting.

Mr. Hodges, another resident, asked about the minimum required lot size for the duplexes. Mr. Olmedo explained that the UDO requires a 7,200 square foot minimum for duplexes, though parcel one would only have 6,024 square feet.

Council Member Archer responded to Mr. Scarpa, noting that the neighborhood meeting details were posted on the online agenda, and there were no attendees at the second meeting.

Mr. Olmedo confirmed that letters were sent to property owners within 300 feet, and no comments were received.

Mr. Bostick addressed the Council, explaining the two neighborhood meetings and confirming that the neighbor who attended the first meeting was on board with the project. He noted that the second meeting had no attendees.

With no further comments, Mayor McLeod closed the public hearing and opened the discussion for Council.

Council Member Casey asked Mr. Bostick if he would consider adding a paved walkway from the sidewalk to the front doors of the duplexes. Mr. Bostick agreed to the condition. Mr. Olmedo clarified that if new conditions were added, the item would need to be tabled until the applicant signed the revised conditions.

Council Member Casey also asked about the overall size of the project, confirming that both parcels combined would exceed 17,000 square feet. Mr. Olmedo clarified that while the total size exceeds the required minimum, the project is being considered as two separate parcels.

Council Member Anderson sought clarification on the location of the second door for each duplex, and Mr. Bostick explained that it would be located a few feet from the corner on the right side of each unit.

Mayor McLeod asked if the duplexes would have two entrances, to which Mr. Bostick confirmed.

Council Member Archer expressed her support for the project, noting that it aligns with the recently completed Downtown Master Plan and this project encourages density within downtown. She acknowledged the compromises made on setbacks and lot size in exchange for a valuable development.

Council Member Casey also expressed excitement about the project.

Ms. Tanner, Deputy Town Manager, informed the Council that the applicant had agreed to the following updated condition:

- Installation of a sidewalk from East Front Street to the main entrance of each duplex.

It was stated that the applicant signed the revised condition, and Council could vote on the proposal that evening.

Council Member Archer made a motion to adopt Ordinance 2025-01-01 with the updated condition and to approve the rezoning request based on consistency with the future land use map, noting that the action is reasonable and in the public interest.

Adoption of Ordinance #2025-01-01 with Statement of Consistency and Reasonableness

RESULT:	CARRIED 5-0
MOVER:	Porter Casey
SECONDER:	Michael Sims
YES:	Andria Archer, Michael Sims, Porter Casey, Ruth Anderson, and Gretchen Williams
NO:	None

- d. 2024-27-CZM Amelia Church Townhomes
Presenter: Conrad Olmedo, Planning Director

This item was continued until March 17, 2025 Council Meeting.

Motion To Continue to the March 17, 2025 Council Meeting.

RESULT:	CARRIED 5-0
MOVER:	Porter Casey
SECONDER:	Michael Sims
YES:	Andria Archer, Michael Sims, Porter Casey, Ruth Anderson, and Gretchen Williams

NO: None

7. QUASI-JUDICIAL HEARING

8. OLD BUSINESS

9. NEW BUSINESS

10. STAFF REPORTS

a. Town Manager

Town Manager Cappola introduced Joe Stallings, Economic Development Director.

Town Manager Cappola provided an update on the current winter weather conditions. He noted that the retreat has been postponed as per the motion passed during the consent agenda. This motion also modified the standard calendar, extending both March 3, 2025, and April 7, 2025, Work Sessions to make up for the time missed this week.

Public Works crews have already begun treating the roadways, setting up equipment, and preparing for potential weather impacts. The Electric Department has been in contact with outside contractors, and they are on standby if necessary.

A decision regarding the opening of Town facilities on Wednesday will be made during tomorrow's 11:30 a.m. briefing.

b. Town Attorney

c. Town Clerk

d. Other Staff

Website Redesign

Presenter: Nathanael Shelton, Communication Director

Mr. Shelton provided an update on the Town website, stating that it has been live for almost four years. He explained that during the initial launch, the focus was on enhanced navigation, a modernized design, responsive layout, and improved search and accessibility.

Mr. Shelton noted that it is now time for a redesign, which is included in the current contract. He informed the Council that there is an annual review of the

website, and new ADA Compliance rules will be implemented in 2026. Mr. Shelton also mentioned that the website domain may change from "nc.org" to "ClaytonNC.gov" as part of a realignment. He emphasized that the redesign would offer the opportunity to streamline navigation, improve search functionality, maximize website modules, and hire a Digital Media Specialist.

Mr. Shelton introduced Joshua Propst, the new Digital Media Specialist, who would lead the website redesign project. Mr. Propst would be responsible for leading content cleanup and strategy, partnering with departments to streamline pages, modernizing the website for a better user experience across all devices, and ensuring compliance with the new 2026 ADA standards.

Mr. Propst presented the website redesign timeline, which is broken down into five phases:

Phase 1: Research and Planning (March-April 2025)

- Gather feedback from staff, the public, and officials
- Conduct surveys and focus groups
- Audit site performance and accessibility
- Coordinate with CivicPlus

Phase 2: Content Development (April-June 2025)

- Work one-on-one with departments to update and refine content
- Streamline and modernize pages
- Improve module usage and functionality

Phase 3: Design and User Experience (July-September 2025)

- Implement streamlined navigation and modernized layout
- Optimize accessibility and ADA compliance
- Conduct usability testing

Phase 4: Implementation and Testing (October-December 2025)

- Submit updates and ensure seamless domain transition to ClaytonNC.gov
- Refine search function (key terms)
- Optimize for mobile vs. desktop usage

Phase 5: Website Launch (December 2025 and Beyond)

- Official transition to ClaytonNC.gov
- Monitor user experience and optimize
- Collect ongoing feedback and make refinements
- Analyze data for continued improvement

Council Member Anderson expressed her appreciation for the website's usage tracking and how areas with the highest traffic are being prioritized for

enhancement.

11. OTHER BUSINESS

a. Informal Discussion & Public Comment

Mr. Scarpa, Clayton resident, spoke on searching the Town's website using the mobile device.

Council Member Anderson expressed her wish that more residents attend the meetings. She emphasized that attending these meetings is a valuable way for people to stay informed.

b. Council Comments

Council Member Casey requested the addition of stop markings at the corner of Church and Front Street. Town Manager Cappola responded that the matter has been referred to the Traffic Safety Committee, which meets quarterly. The discussion continued with a suggestion to have the Engineering staff review and create a draft design for the markings.

Mayor Pro Tem Sims announced that the Air Force Heritage Brass Band would be performing next Thursday, February 27, 2023, at 6:30 p.m. at the Clayton Center.

12. CLOSED SESSION

a. To Discuss a Personnel Matter in Accordance with NCGS 143-318.11 (a)(6)

Motion To Go Into Closed Session

RESULT:	CARRIED 5-0
MOVER:	Michael Sims
SECONDER:	Porter Casey
YES:	Andria Archer, Michael Sims, Porter Casey, Ruth Anderson, and Gretchen Williams
NO:	None

Motion To Go Into Regular Session

RESULT:	CARRIED 5-0
MOVER:	Michael Sims
SECONDER:	Porter Casey
YES:	Andria Archer, Michael Sims, Porter Casey, Ruth Anderson, and Gretchen Williams

NO:	None
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13. ADJOURNMENT

a. Adjourn

With nothing further, the meeting was adjourned at 9:22 p.m.

Motion To Adjourn

RESULT:	CARRIED 5-0
MOVER:	Michael Sims
SECONDER:	Porter Casey
YES:	Andria Archer, Michael Sims, Porter Casey, Ruth Anderson, and Gretchen Williams
NO:	None

Duly adopted by the Town Council this 3rd day of March 2025 while in regular session.

Jody L. McLeod
Mayor

ATTEST:

Heidi L. Holland, CMC, NCCMC
Town Clerk



Town Council Regular Meeting Agenda Cover Sheet

Meeting Date

March 3, 2025

Agenda Location

CONSENT AGENDA

Item Title

Clayton Clovers Joint Use Agreement

Presenter(s)

Dolores Gill, Deputy Town Manager

Suggested Action

Place on Consent Agenda

Strategic Priorities Alignment



☐
Vibrant Downtown



☐
Desirable
Amenities and
Spaces



☐
Sustainable
Infrastructure



☐
Mobility,
Transportation,
and Transit



☐
Diversified
Economic
Development



☐
Community
Outreach and
Engagement



☐
Public Safety

Public Hearing: No

If Approved, Will Document Require Recordation? No

Does This Item Require a Communication Plan?

☐ Public Hearing (Required by GS)

☐ Newspaper Notice (Required by GS)

☐ Public Forum/Input Session

☐ E-News Distribution

☐ Social Media

☐ Special Mailing

☐ Public Hearing (Not Required by GS)

☐ Newspaper Notice (Not Required by GS)

☐ Press Release

☐ Website

☐ Survey

☐ None Required

Summary

The Town of Clayton and Clayton Sports Club LLC ("Club") have negotiated a Joint Use Agreement for the nonexclusive use of East Clayton Community Park ("Park") for the operation of a summer collegiate amateur baseball team (Clayton Clovers). This request is for approval of the Joint Use Agreement.

Funding Source

N/A

Corresponding Documentation

[Clayton Clovers Joint Use Agmt - ECS edits \(clean\) 2.7.2025 v2 \(1\)](#)

[Clayton Clovers Joint Use Agreement](#)

Submitted By: Heidi Holland, Administration

Reviewed By:

Rich Cappola, Town Manager

Heidi Holland, Town Clerk

Approved - Feb 27 2025

Approved - Feb 27 2025

**NORTH CAROLINA
COUNTY OF JOHNSTON**

JOINT USE AGREEMENT

THIS JOINT USE AGREEMENT is made, entered and effective this _____ day of _____, 2025 by and between the Town of Clayton, North Carolina, a North Carolina municipal corporation, hereinafter designated as "Town", and Clayton Sports Club LLC, a North Carolina limited liability company with principal offices located in Clayton, North Carolina, hereinafter designated as the "Club".

WITNESSETH:

WHEREAS, the Club desires to operate a summer collegiate amateur baseball team in the Town of Clayton and for that purpose to jointly use East Clayton Community Park in the Town of Clayton hereinafter designated as the "Park"; and

WHEREAS, the Club and Town desire to provide the citizens of Clayton and other persons with the opportunity to attend and view amateur baseball; and

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, the Town does hereby grant to the Club the nonexclusive use of the Park for the purposes and pursuant to the provisions contained in this Agreement, all under the following terms and conditions.

Article 1- Definitions and Interpretation

1.1 Definitions. For all purposes of this Agreement, the following terms shall have the meanings specified in this Section.

- (a) "Amateur Baseball Games" means any baseball game or exhibition played by organized teams in college, high school or other adult leagues, organizations or groups, and the organized practices for such games where players are not generally paid for their services.
- (b) "Concessions" includes the following items provided by the Club or it's sub-concessionaires at the park: non-alcoholic beverages, confections, peanuts, popcorn, ice cream, hot dogs, hamburgers, and other food and

beverage items, and souvenirs, including t-shirts, hats logo apparel, baseball cards, programs novelties and any and all promotional items relating to baseball that are customarily provided to patrons at baseball games. "Concessions" shall also include alcoholic beverages provided that the sale thereof has been pre-approved as provided in Town Code Section 130.02.

- (c) "Park" shall mean the baseball field and adjacent spectator area of that public recreation facility known as East Clayton Community Park located at 1774 Glen Laurel Road, Clayton, North Carolina or other designed facility operated by Clayton Parks and Recreation mutually agreed upon by both parties.

Article 2 - Length of Term

2.1 Length of Term. The term of this Agreement shall be for use during Baseball Season starting _____, 2025 and continuing through September 1, 2027. "Baseball Season" is defined as May 15 through August 15.

2.2 Renewal. At the end of the initial term, this Agreement may be renewed by mutual agreement of the Town and the Club for two (2) additional terms of three (3) years each under such terms and conditions mutually satisfactory to the Town and the Club.

Article 3 – Rent

3.1 Rent. Throughout the term of this Agreement, the Club shall pay rent for the three (3) baseball seasons in the total amount of Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00).

3.2 Payment Due Dates. Rents shall be paid to and received by the Town on over the course of three (3) years, subject to the following payment schedule:

- (a) For the year 2025, a total of \$15,000 to be paid as follows:
 - a. \$5,000.00 to be paid no later than May 1, 2025;
 - b. \$5,000.00 to be paid no later than June 1, 2025; and
 - c. \$5,000.00 to be paid no later than July 1, 2025.
- (b) For the year 2026, a total of 12,500 to be paid as follows:
 - a. \$4,166.67 to be paid no later than May 1, 2026;
 - b. \$4,166.67 to be paid no later than June 1, 2026; and

- c. \$4,166.66 to be paid no later than July 1, 2026.
- (c) For the year 2027, a total of \$10,000 to be paid as follows:
 - a. \$3,333.34 to be paid no later May 1, 2027;
 - b. \$3,333.33 to be paid no later than June 1, 2027; and
 - c. \$3,333.33 to be paid no later than July 1, 2027.

Any payments due under this Agreement which are not received by the Town by the due date shall include a late payment fee of five percent (5%) of the amount due. In addition, if rent is not timely paid, the non-payment shall be a basis for termination, or the Town may require an immediate security deposit in the amount of \$5,000.00.

3.3 Nonpayment of Rent. It is expressly agreed that if the Club shall neglect to make any payment of rent when due, that the Town may, with ten (10) days written notice to the Club, immediately declare this Agreement terminated and take possession of said premises without prejudice to any other legal remedy the Town may have on account of such nonpayment or other breach of the Agreement.

Article 4 - Use of Park

4.1 Use by the Club.

(a) The Club may use the Park at its regularly scheduled games, rescheduled games and for practice, during Baseball Season. Each year's schedule shall be given to the Town for review and approval no later than March 1. Town shall have thirty (30) days, after receipt of the schedule, to review and approve or disapprove the proposed schedule and to reserve priority dates for Town events. The Club shall not allow the use of the Park for other purposes or allow use by any other team ("Non-Game Events") without the advance written approval of the Town.

(b) Should the Club wish to use the Park for Non-Game Events, then the Club shall provide notice to the Town 60 (sixty) days prior to promotion and published scheduling of Non-Game Events. If applicable, Non-Game Events must follow the special events process as set out in the Town ordinances. Non-Game Events include, but are not limited to: camps, barbeques, and other promotions.

(c) In no event shall the Club use the Park outside of Baseball Season unless otherwise permitted by the Town.

4.2 Use by the Town. The Department of Parks and Recreation of the Town shall have exclusive control for scheduling the dates for use of the park for all non-club events. In addition, the Town's Parks and Recreation Director, or his designee, shall have authority to cancel any scheduled Club events, if necessary, in his sole discretion, to protect the field during periods of wet weather conditions.

Article 5 - Concessions and Souvenirs

5.1 Concessions by the Club. The Club may provide or provide concessions at every Club-related event in the park. The Club shall engage only qualified and reputable sub-concessionaires to assist the Club in providing concessions.

5.2 Other Concession Requirements.

- (a) The Club shall order, maintain, and furnish Concessions to provide adequate, efficient, and sufficient levels of service to patrons.
- (b) The Club shall apply for and take any necessary steps to procure and maintain all licenses and permits required for the Club's operation and sale of Concessions, including any inspections and licensure from the Health Department or Johnston County. Any request by the Club to serve alcoholic beverages shall be submitted to the Town as provided in Town Code Section 130.02. If alcohol sales are approved by the Town, the Club shall be responsible for any such sales and consumption at the Park and the Club does hereby assume all responsibility for maintaining proper order and decorum when alcohol is consumed.
- (c) The Club shall operate and maintain all Concession areas, equipment, fixtures, and facilities in a neat, clean, sanitary, and safe condition.
- (d) The Club shall provide fresh and sanitary food and beverages and shall provide all beverages in paper or plastic cups. No glass bottles shall be provided or allowed for beverage Concessions.

5.3 Food Trucks. Food trucks are allowed pursuant to approval of a Zoning Compliance Permit by the Town's Planning Department and consistent with Town UDO. All food trucks shall comply with Chapter 4 Land Uses, Section 4.5.5, Paragraph S, "Mobile Restaurant or Push Cart".

Article 6 - Advertising

6.1 Advertising the Club. Subject to the Town's right to approve/disapprove as set forth below, during the Term the Club shall have the non-exclusive right to sell and display advertising on the inside of the outfield fence and including such other areas as may be approved by the Director of Parks and Recreation for the Town. Only the Town and the Club will have advertising rights during the length of this agreement. The Club shall not place or allow to be placed any advertising on the outside of the Park fencing or safety netting. The Club shall provide one (1) advertising sign for the Town at no charge. All signs must comply with the Town code. The Town shall have the absolute right in its sole discretion to approve/disapprove any advertising within the Park, including sponsored promotions and locations of signs. Advertisements are allowed to remain beyond the length of the season, for which permission may be granted from the Town and at the sole discretion of the Town, it remains the responsibility of the Club to inspect and maintain signs in good repair and condition. Any sign the Parks and Recreation Department deems in disrepair or causing a safety issue, will be removed and provided back to the Club.

Article 7 - Maintenance and Repairs

7.1 Club Responsibility.

(a) The Club shall at the Club's sole expense keep and maintain in good condition all alterations, improvements, furnishings, and equipment existing at the time of this Agreement or during the term and any renewal of this Agreement made or provided by the Club.

(b) All alterations, modifications, improvements, additions, and enhancements to the Park, including any land disturbing and soil amendment activities, shall be paid for by the Club, and subject to review and approval by the Town's Parks and Recreation Department.

(c) The Club shall be responsible for providing and maintaining baseball equipment. Equipment shall be maintained and stored in a neat, clean, sanitary, and safe condition. No equipment may be stored on site at the Park without prior approval by the Town's Parks and Recreation Department.

(d) The Club is responsible for operating the public address system and scoreboard for Club events in adherence to town noise and lighting ordinances.

(e) The Club is responsible for proper supervision and security of the Park including the adjacent parking areas, for Club events. The Club is responsible for maintaining traffic control, as may be directed by the Town's Chief of Police. The Club shall prohibit vehicles from driving or parking on turf, greenways, sidewalks or anywhere other than designated parking area.

(f) The Club shall be responsible for the removal and disposal of all rubbish, trash, litter, and garbage from the Park after each Club event, including parking areas and adjacent areas as needed and the same shall be placed in trash containers to be provided by the Town and left outside the Park for pick-up by the Town.

(g) The Club should maintain all cameras as installed as of June 2024, and the Club is responsible for internet fees connecting the cameras.

7.2 Town Responsibility.

(a) The Town shall be responsible for providing the Club with trash containers and for picking up and disposing of trash contained within the Town-provided trash containers.

(b) The Town shall maintain the playing field in a good condition. The Town shall keep the field edged and mowed.

(c) The Town is responsible for preparing and lining the field and for preparing the pitcher's mound and homeplate area prior to each game or contest.

(d) Except as is otherwise the responsibility of the Club pursuant to the Agreement, and except where the Town determines such repair and improvement thereon to be necessary as a result of extraordinary wear and tear attributable to the Club, the Town shall maintain all structures and systems of the Park in at least as

good condition as of the date of this Agreement.

(e) The Town shall provide all supplies and materials for proper maintenance of all areas of the Park which are to be used by the Club under this Agreement.

(f) The Town is responsible for providing needed Turface, Quick Dry, Klakon, and Paint for each of the games or contests.

Article 8 - Insurance and Indemnity

8.1 Insurance by the Club. At all times during the Term, the Club shall, at the Club's expense procure and thereafter maintain the insurance specified in this section with insurance companies acceptable to the Town and licensed to do business in the State of North Carolina. Copies of the aforementioned policies shall be promptly submitted to the Town prior to the commencement of the initial Term; and such copies shall be given to the Town throughout the initial and any renewal term of the Agreement to insure continuous required coverage.

a. Workers Compensation Insurance shall be maintained by the Club providing statutory benefits as required by law.

b. Liability Insurance shall be maintained by the Club providing commercial general liability insurance, including but not limited to the following coverage's: premise operations, personal injury, host liquor liability and contractual liability. Such insurance shall contain a combined single limit of not less than Five Million Dollars (\$5,000,000) per occurrence. Each such policy of insurance shall name the Town as an additional insured and should contain a provision that the same may not be canceled or reduced in amount of coverage except upon not less than thirty (3) days prior written notice by the insurance company to Town.

8.2 Indemnity by the Club. The Club shall indemnify and save the Town harmless from and against all claims, losses, damages, and expenses, including attorney fees and suit costs, for personal injuries and property damages, arising out of the use of the Park by the Club if caused by willful acts, negligence, or improper operations of the Club by its officers, servants, agents, employees or patrons.

8.3 Immunity Preserved. This Agreement is not entered with a profit

motive but instead is intended by the Town to cover a portion of the Town's costs of providing public recreation facilities and to compliment the public recreation offerings and programs for its citizens. The Town does hereby preserve and maintain its immunity under law from liability for recreation functions.

Article 9 – Termination

9.1 Termination. This Agreement may be canceled by either party hereto upon the failure of the other party to carry out its obligation hereunder, without prejudice to its right to recover damages, if legally recoverable on account of such breach.

Article 10- Default

10.1 Noncompliance. It is expressly agreed that if the Club shall neglect to do and perform any matter or thing herein agreed to be done and performed by it (other than the payment of rent, which is provided for elsewhere) and shall remain in default thereof for a period of 30 days after written notice from the Town calling attention to such default, Town may declare this Agreement in default and take possession of said premises without prejudice to any other legal remedy they may have on account of such default. Said notice to be sent by certified mail to Club. It is expressly understood that the 30 day period called for herein shall begin to run from the date of mailing of said notice in an official depository of the United States Postal Corporation (postage prepaid) and shall not be determined from the date of receipt by Club of said notice.

10.2 Default. If this Agreement has been declared to be in default, Town may elect to terminate this Agreement, whereupon it shall be lawful for Town to re-enter said premises and the same to have again, repossess and enjoy as the Town's first and former estate, and thereupon this Agreement and everything herein contained on Town's behalf to be done and performed shall cease, terminate and be void, but the Club, its successors and assigns shall be and remain liable to Town for any loss and damages suffered or to be suffered by Town because of the breach by the Club, its successors and assigns, or any covenant, promise or condition on said Club's part to be paid or performed prior to the date of such re-entry; or Town may elect to treat this Agreement as continuing and re-enter and re-let the premises, or any part thereof, as agent of the Club for the best rent attainable during all or part of the remaining term of

this Agreement, in which event the rentals received shall be deemed to be for the account of the Club and Club shall be and remain liable for any deficiency in rental below the sum called for the terms of this Agreement and entitled to any excess of such rentals over the amount called for by the terms of this Agreement; or Town may permit Club to remain in possession and bring an action or successive actions for damages suffered by Town because of any breach or breaches of any covenant or condition this Agreement including the obligation to pay rent, without prejudice to the right of Town to elect thereafter to pursue any other remedy given hereunder or by law for any future breach or breaches of covenants or conditions by the Club in the event Town enters and takes possession of the premises as aforesaid, Club waives any damages that may be caused by Town thus re-entering and taking possession, and any claim or damage that may result from the destruction of or injury to the premises or building and any claim for damage or loss of any property belonging to the Club which may be in or upon the premises.

Article 11 - Miscellaneous

11.1 Nondiscrimination. The Club shall not discriminate on the basis of race, creed, color, sex, age, religion, handicapped status or national origin with respect to use and occupancy of the Park.

11.2 Notices. Except where oral notices have been explicitly provided for in this Agreement, any notice required by the Town or the Club by the terms hereof, shall be in writing and be deemed given and received on the date of the mailing of such notice in writing to the Town or the Club provided such notice is transmitted by certified or registered mail and addressed to the party due such notice. Until notice of a change of address is given to the other party in accordance with the provisions of this section, notices shall be delivered, addressed or directed as follows:

If Town: Town of Clayton PO
Box 879
Clayton, NC 27528
Attn: Town Manager

If to Club: Clayton Sports Club, LLC

Attn: _____

11.3 Entire Agreement. This Agreement contains and represents the entire Agreement between the Town and the Club.

11.4 Avoidance of Waiver. No failure on the part of the Town to enforce any covenant or provision herein contained, nor any waiver of any right thereunder by the Town, unless in writing, shall discharge or invalidate such covenant or provision or affect the right of the Town to enforce the same in the event of any subsequent breach or default.

11.5 No Assignment. The Club may not assign this Agreement without the express written permission of the Town and any purported assignment hereof will be void and of no effect without such written consent. In the event that this Agreement is so assigned by Club, the Club shall within a reasonable time thereafter deliver to the Town a duplicate original of the instrument of assignment and assumption in and by which the assignee of this Agreement accepts such assignment and assumes all of the obligations of the Assignor hereunder. This Agreement and covenants, terms and conditions thereof shall be binding upon any such assignee.

11.6 Governing Law/Jurisdiction. This Agreement shall be governed by its terms and the laws of the State of North Carolina. The parties agree that this Agreement shall be deemed executed and completed in North Carolina, that this Agreement shall be performed in North Carolina, and that the courts of North Carolina shall have exclusive jurisdiction over any disputes as to the terms of this Agreement. By the signatures below, the parties consent to the exclusive, personal jurisdiction by the courts of North Carolina and further, waive any objection thereto. Venue shall be Johnston County, North Carolina.

IN WITNESS WHEREOF, the Town of Clayton, acting by and through its Interim Manager, has caused this instrument to be executed by its duly authorized managing member all on the day and year first above written.

Town of Clayton

By: _____
Rich Cappola, Town Manager

(TOWN SEAL)

Clayton Sports Club LLC

By:_____
TK Kuegler, Owner

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

Robert McKie, Finance Director

**A RESOLUTION APPROVING THE JOINT USE AGREEMENT BETWEEN THE TOWN OF
CLAYTON AND CLAYTON SPORTS CLUB LLC FOR THE USE OF EAST CLAYTON
COMMUNITY PARK (CLAYTON CLOVERS)**

WHEREAS, the Town of Clayton, North Carolina ("Town") and Clayton Sports Club LLC ("Club") have negotiated a Joint Use Agreement for the nonexclusive use of East Clayton Community Park ("Park") for the operation of a summer collegiate amateur baseball team; and

WHEREAS, the Club and the Town desire to provide the citizens of Clayton and other persons the opportunity to attend and view amateur baseball games within the Park; and

WHEREAS, under the terms of the Agreement, the Club shall pay rent in the amount of Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00) over three (3) baseball seasons, with payments scheduled annually from 2025 through 2027; and

WHEREAS, the Agreement outlines the responsibilities of both parties regarding scheduling, concessions, advertising, maintenance, insurance, and indemnity, as well as provisions for renewal, default, and termination; and

WHEREAS, the Town finds that entering into this Agreement will enhance recreational opportunities for residents and promote community engagement through organized amateur baseball events; and

WHEREAS, it is in the best interest of the Town to approve and authorize the execution of the Joint Use Agreement as presented.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CLAYTON AS
FOLLOWS:**

1. The Joint Use Agreement between the Town of Clayton and Clayton Sports Club LLC for the use of East Clayton Community Park is hereby approved.
2. The Town Manager is authorized to execute the Agreement on behalf of the Town and to take such further action as necessary to implement its provisions.
3. This Resolution shall take effect immediately upon its adoption.

Duly adopted this 3rd day of March 2025 while in regular session.

Jody L. McLeod
Mayor

ATTEST:

Heidi L. Holland, CMC, NCCMC
Town Clerk



Town Council Regular Meeting Agenda Cover Sheet

Meeting Date

March 3, 2025

Agenda Location

CONSENT AGENDA

Item Title

Utility Reimbursement Relocation Agreement - Sanitary Sewer

Presenter(s)

Donald Perry, Engineering Director

Suggested Action

Approval of Agreement

Strategic Priorities Alignment



☐ Vibrant Downtown



☐ Desirable Amenities and Spaces



☒ Sustainable Infrastructure



☐ Mobility, Transportation, and Transit



☐ Diversified Economic Development



☐ Community Outreach and Engagement



☐ Public Safety

Public Hearing: No

If Approved, Will Document Require Recordation? No

Does This Item Require a Communication Plan?

☐ Public Hearing (Required by GS)

☐ Newspaper Notice (Required by GS)

☐ Public Forum/Input Session

☐ E-News Distribution

☐ Social Media

☐ Special Mailing

☐ Public Hearing (Not Required by GS)

☐ Newspaper Notice (Not Required by GS)

☐ Press Release

☐ Website

☐ Survey

☐ None Required

Summary

The Town is consistently repairing, rehabbing, and upgrading its existing sanitary sewer infrastructure. The existing sanitary sewer outfall main between Mitchell Street and Carter Street has been identified as needing repairs and improvements.

As such, entering into a developer reimbursement agreement with the developer of Candlewood Townes to reroute and abandon the existing subject sewer outfall line as part of their construction activities is desirable. The developer has agreed to install the sewer main at extra depth for the Town's benefit. The Town will reimburse the developer for the additional cost for the extra bury depth.

Funding Source

N/A

Corresponding Documentation

[InfrastructureReimbursement_CandlewoodTownes](#)

Submitted By: Donald Perry, Engineering

Reviewed By:

Courtney Tanner, Deputy Town
Manager

Approved - Feb 25 2025

Rich Cappola, Town Manager

Approved - Feb 27 2025

Heidi Holland, Town Clerk

Approved - Feb 27 2025

**NORTH CAROLINA
JOHNSTON COUNTY**

INFRASTRUCTURE REIMBURSEMENT AGREEMENT

THIS INFRASTRUCTURE REIMBURSEMENT AGREEMENT (“Agreement”), entered into as of this ____ day of _____, 2025, by and between the TOWN OF CLAYTON, a North Carolina municipal corporation (“Town”), and J&B Real Estate Consultants, LLC, a North Carolina limited liability company (“Developer”).

WITNESSETH:

WHEREAS, the Developer is developing a thirty (30) unit duplex development residential community known as Candlewood Townes (the “Project”) located in Clayton, North Carolina and is in the process of obtaining required permits for the Project;

WHEREAS, the Town provides water service in the general area of the Project as well as other areas in the Town’s jurisdiction;

WHEREAS, the Developer desires for the Town to provide sanitary sewer service to the Project, when the Project is completed;

WHEREAS, the Town has determined that the replacement and relocation of an existing 8” Vitrified Clay Pipe (VCP) between Mitchell Street and Carter Street is imperative to provide sanitary sewer service within the general area of the Project and other areas in the Town’s jurisdiction and is of significant benefit and in the interest of the health, safety, and general welfare of the residents of the Town and its extraterritorial jurisdiction (“Infrastructure Improvements”);

WHEREAS, the Town has determined the Infrastructure Improvements shall be installed on Mitchell Street and Carter Street in Clayton, North Carolina, as depicted on the map identifying the location of Infrastructure Improvements attached hereto as **Exhibit A**;

WHEREAS, the Town is willing to participate in the Infrastructure Improvements through infrastructure reimbursement agreement pursuant to N.C.G.S. 160A-499 by reimbursing Developer for the cost of constructing the Infrastructure Improvements under the terms and conditions set forth in this Agreement;

WHEREAS, the Town has determined that the public cost for the Developer to construct the Infrastructure Improvements is less than it would cost for the Town to design and construct such improvements through a separate public contract;

WHEREAS, the Developer has submitted and the Town has approved the signed and sealed engineered drawings, specifications, and proposal for the Infrastructure Improvements (“Approved Plans”); and

WHEREAS, the parties wish to agree to provide a mechanism for compensating Developer by reimbursing the costs with respect to the construction of the Infrastructure Improvements.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. The Developer shall perform the activities necessary to construct and install the Infrastructure Improvements, as further described on Exhibit B, attached hereto (the “Work”). The Work shall be executed and completed in accordance with the plans and specifications approved by the Town, suitable for public use, and consistent with regulatory standards, requirements, and specifications of the Town of Clayton and other applicable law. The parties agree that the Work shall be completed on or before June 30, 2026. Developer agrees to notify the Town if the scheduled completion is or will be delayed.
2. Developer’s estimated cost of the Work, is based on the Engineer’s Estimate provided to Developer by its Engineer of Record, Adams and Hodge Engineering, PC, dated November 22, 2024, and attached hereto as Exhibit C.
3. Upon satisfactory completion of the Infrastructure Improvements and the Town’s acceptance of the same, the Developer shall invoice the Town for the portion of the of Work performed. The Town shall reimburse the Developer in the amount of \$49,820.00. The Town agrees to submit payment to the Developer within thirty (30) days of receipt of the invoice for the Work.
4. Immediately following the completion of the Work, the Town will make all final inspections and required tests for the purpose of ascertaining that the Work has been completed in accordance with the Approved Plans and requirements of this Agreement (“Final Inspection”). Should the Town determine that the Infrastructure Improvements have not been completed in accordance with the Approved Plans or this Agreement, the Town shall provide the Developer with written notice and punch-list of such deficiencies; in such event, the Developer shall then correct or cause to be corrected the deficiencies within a reasonable period of time for further inspection by the Town, unless the Developer contests the Town’s notice of deficiencies, in which the parties shall work in good faith to promptly resolve such contest.

When all punch-list deficiencies from the Final Inspection have been corrected or any contest regarding such deficiencies have been resolved and the Work has been completed in all aspects in accordance with this Agreement, the Town shall accept the Work and shall thereafter be responsible for ownership, operation, maintenance, and repair of the Infrastructure Improvements, subject to the warranties set forth in Section 5 (hereinafter “Acceptance”). Thereafter no further performance of the Work shall be required of the Developer or its contractor(s).

Upon Acceptance of the Infrastructure Improvements by the Town, the Town shall provide prompt notice of the same to the Developer, and the Developer shall be relieved of the duty of maintaining and protecting the Work, and the risk of loss thereof or damage thereto. Acceptance of the Infrastructure Improvements shall not be unreasonably withheld by the Town.

5. The Developer shall warrant that the Work associated with the Infrastructure Improvements be undertaken by its contractor(s) be in accordance with the approved plans, and any modifications thereto, for the period of one (1) year from the date of Final Inspection of the Infrastructure Improvements by the Town (the "Warranty Period"). During the Warranty Period, the Developer shall cause its contractor(s) to repair, replace, or remedy any defects in materials, equipment, or workmanship and replace any portions of the subject infrastructure and related improvements, upon receipt of written notice from either the Developer or the Town of the discovery of any defects during that period.
6. The Town shall identify and designate at least one (1) but no more than two (2) of its employees to act as the Town's representative(s) (the "Town Representative") and serve as liaison between the Town and the Developer, prior to the commencement of the Work. Notwithstanding any such designation, the Town Representative shall bear primary responsibility for coordination of Town reviews, approvals, inspections, and acceptance in an effort to promote efficient interaction between the Town, the Developer, and Developer's contractor(s).
7. The Town is not a party to any proposed contract entered into between Developer and its contractor(s) for the Work necessary to complete the Infrastructure Improvements.
8. For avoidance of doubt, all ordinances, approvals, and permits otherwise applicable to the Infrastructure Improvements contemplated herein shall continue to apply to Developer's Work.
9. All notices, requests for payment, requests to modify the Infrastructure Improvements, and any other questions concerning the Work should be addressed as follows:

If to the Town:	Town of Clayton 111 East 2nd Street Clayton, NC 27520 Attn: Town Manager Email: RCappola@townofclaytonnc.org
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If to the Developer:	J&B Real Estate Consultants, LLC 328 E Main Street Clayton, NC 27520
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Attn: Emily Beddingfield, AICP
Email: Emily@lipscomdevelopment.com

Notice shall be effective upon the date of receipt by the intended recipient, provided that any notice that is sent by electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

10. To the fullest extent permitted by law, the Developer shall indemnify and hold harmless the Town and its agents and employees from and against that portion of all claims, damages, losses, expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work in connection with the Infrastructure Improvements, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of any contractor or subcontractor, anyone directly or indirectly employed by any of them or any one for whose acts any of them may be liable.
11. The Developer shall purchase and maintain or cause its contractor(s) installing the Infrastructure Improvements to purchase and maintain insurance during the life of this Agreement with a company authorized to do business in the State of North Carolina in the amounts set forth in **Exhibit D**, attached hereto.
12. As a condition of entering into this Agreement, the Developer agrees to promptly provide to the Town all information and documentation that may be requested by the Town from time to time regarding the solicitation, selection, and payment of contractors and subcontractors in connection with this Agreement.
13. Any party (the "Nondefaulting Party") may terminate this Agreement in the event that any other party (the "Defaulting Party") fails for any reason (other than a default by the Nondefaulting Party) to perform any of the Defaulting Party's obligations hereunder: (i) within ten (10) days after written notice of such default is given to the Defaulting Party by the Nondefaulting Party in the case of any default in making any payment which is required by this Agreement; and (ii) within thirty (30) days after notice of such default is given to the Defaulting Party by the Nondefaulting Party in the case of any other default under this Agreement.
14. The Developer shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify), and shall require all of its subcontractors to do so as well.
15. The Developer shall comply with all applicable federal, state, and local laws and regulations and shall obtain all applicable permits and licenses in connection with its obligations under this Agreement.

16. In the event that any party to this Agreement (the “Delayed Party”) is delayed or prevented from performing any of its respective obligations under this Agreement by reason of strikes, lockouts, labor problems, inability to procure materials, contractors, professionals, pandemic, inability to obtain utilities or failure of utilities, laws or other governmental requirements, riots, war, or other cause not brought about by the Delayed Party, and not related to any financial liability on the part of the Delayed Party, the time for performance of the obligation shall be extended by a period of time equal to the period of such delay or prevention.
17. No waiver of any provision of this Agreement will constitute a waiver of any other provision, nor will it constitute a continuing waiver, unless expressly provided for by a written amendment to this Agreement. Nor will any waiver of any default under this Agreement constitute a waiver of any subsequent default of defaults of the same type. The Town's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Developer. The Town's exercise of any right under this Agreement will not relieve the Developer from any obligation to construct or install the Infrastructure Improvements under the Town's ordinances and will not constitute a waiver of the Town's right to exercise any enforcement action under those ordinances.
18. This Agreement can be modified or amended only by an instrument in writing duly executed by each of the parties hereto.
19. This Agreement is entered into by and between the parties hereto for their exclusive benefit. The parties do not intend to create or establish by this Agreement any third-party beneficiary status or rights, and no such third-party shall be entitled to enforce any right of obligation or enjoy any benefit created or established by this Agreement.
20. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.
21. This Agreement shall be enforced, interpreted and construed by and under the laws of the State of North Carolina. Venue shall be the Superior Court of Johnston County, North Carolina.
22. If any part or paragraph of this Agreement is found void or unenforceable, the remainder of this Agreement shall not be affected by that finding.
23. This Agreement is the entire agreement between the parties with respect to its subject matter and there are no other representations, understandings or agreements between the parties relative to such subject matter. No amendment or modification to the Agreement shall be valid unless in writing and signed by both parties to this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

DEVELOPER:

J&B REAL ESTATE CONSULTANTS, LLC

ATTEST

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Date: _____

TOWN:

TOWN OF CLAYTON

ATTEST

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Date: _____

PRE-AUDIT CERTIFICATION

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

By: _____

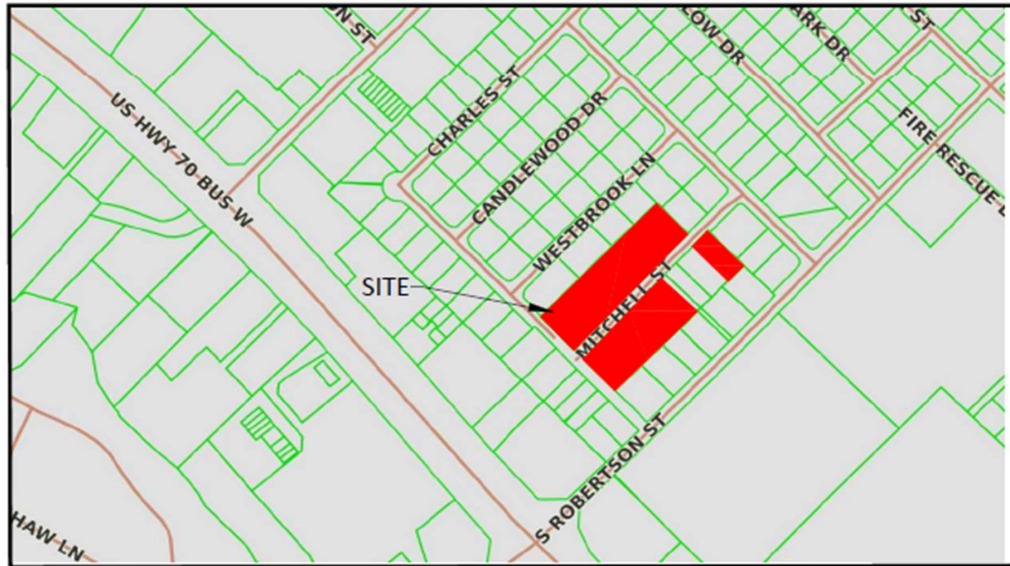
Name: Robert McKie

Finance Officer

Town of Clayton

EXHIBIT A

**MAP AREA OF INFRASTRUCTURE IMPROVEMENTS
MITCHELL STREET AND CARTER STREET
IN
CLAYTON, NC**



VICINITY MAP
SCALE:1:400



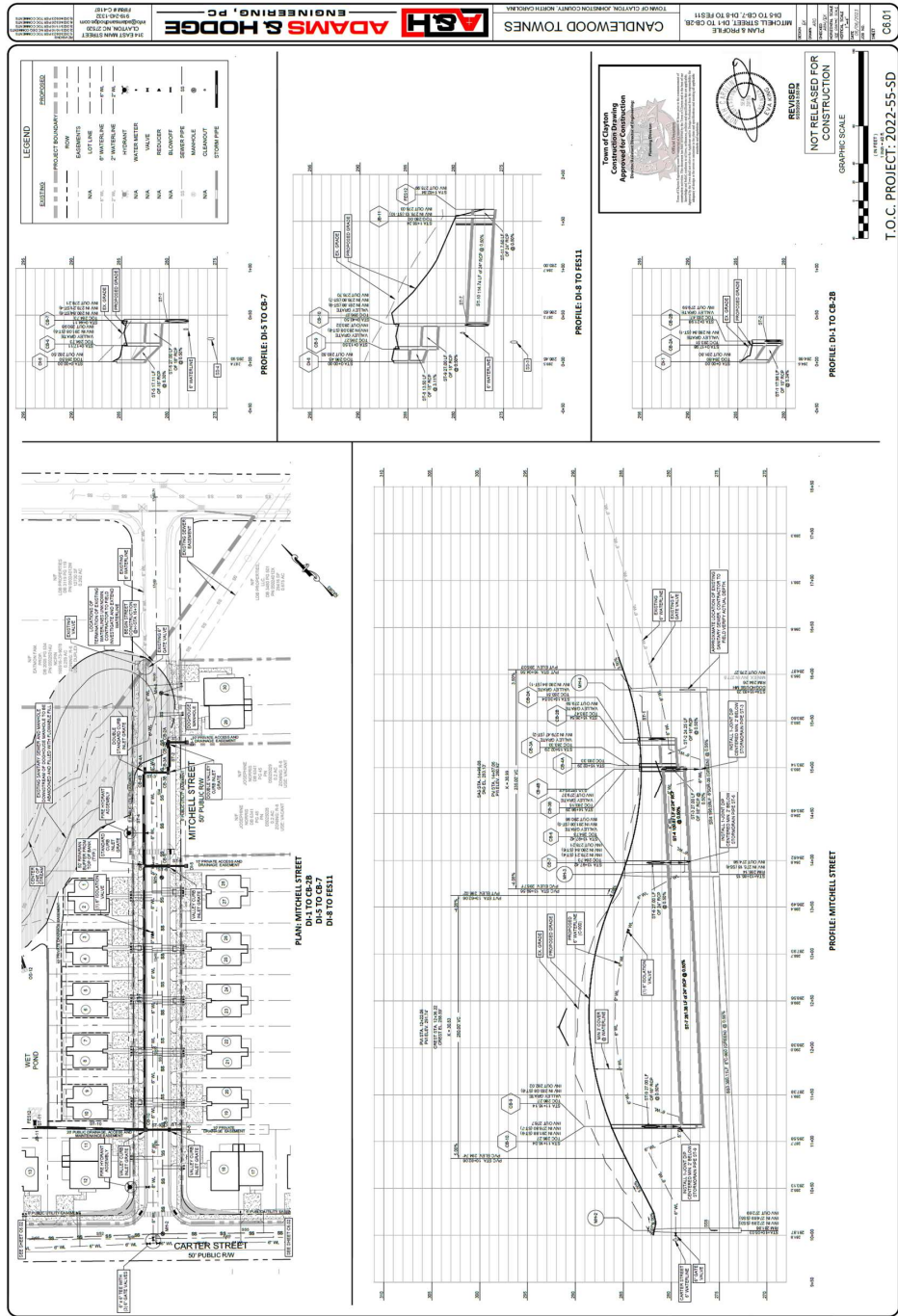


EXHIBIT B

Existing 8" Vitrified Clay Pipe (VCP) sanitary sewer interceptor along a stream between Mitchell Street and Carter Street is to be replaced by rerouting a new sanitary sewer interceptor within the right-of-way of Mitchell Street and Carter Street. The developer will install the new interceptor and abandon the existing interceptor as part of their construction of Candlewood Townes. Upon satisfactorily meeting the Town's construction requirements, the developer will be reimbursed for this work.

EXHIBIT C



November 22, 2024

Joshua Baird, PE, Water Resources Director
Donald Perry, PE, Engineering Director
Town of Clayton
111 E. Second Street
Clayton, NC 27527

Subject: Cost Estimate for Reimbursement Agreement
Candlewood Townes

Mr. Baird;

Please accept this cost estimate as a basis for the reimbursement agreement between the developer of Candlewood Townes and the Town of Clayton for additional work associated with a gravity sewer extension required by the town of Clayton. My estimate for work is as follows:

<u>Candlewood Townes</u>		<u>Client Option</u>		<u>Town Required Option</u>	
<u>Item Description</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Cost</u>	<u>Quantity</u>	<u>Cost</u>
8" SDR-35 0-6'	\$85.00/lf	786 lf	\$66,810.00	119 lf	\$10,115.00
8" SDR-35 6-8'	\$95.00/lf	50 lf	\$4,750.00	421 lf	\$39,995.00
8" SDR-35 8-10'	\$110.00/lf	0 lf	\$0.00	17 lf	\$1,870.00
8" PVC C-900 6-8'	\$107.00/lf	0 lf	\$0.00	48 lf	\$5,136.00
8" PVC C-900 8-10'	\$117.00/lf	0 lf	\$0.00	87 lf	\$10,179.00
8" PVC C-900 10-12'	\$127.00/lf	0 lf	\$0.00	101 lf	\$12,827.00
8" PVC C-900 12-14'	\$137.00/lf	0 lf	\$0.00	144 lf	\$19,728.00
Manhole 0-6'	\$4,500.00/lf	3 ea	\$13,500.00	0 ea	\$0.00
Manhole 6-8'	\$6,500.00/lf	2 ea	\$13,000.00	2 ea	\$13,000.00
Manhole 8-10'	\$7,800.00/lf	0 ea	\$0.00	1 ea	\$7,800.00
Doghouse Manhole 0-6'	\$7,850.00/lf	1 ea	\$7,850.00	0 ea	\$0.00
Doghouse Manhole 6-8'	\$9,550.00/lf	0 ea	\$0.00	1 ea	\$9,550.00
Tie to Existing Manhole	\$4,900.00/lf	1 ea	\$4,900.00	1 ea	\$4,900.00
Abandon Sewer (fillable flow)	\$26.50/lf	0 lf	\$0.00	620 lf	\$16,430.00
Abandon Manhole	\$1,600.00/lf	0 ea	\$0.00	1 ea	\$1,600.00
<u>Construction Admin/Inspection/Certification associated with abandoned sewer outfall 1ls</u>					<u>\$7,500.00</u>
Client Option Total = \$110,810.00			Town Required Option Total = \$160,630.00		

Town Required Option Total = \$160,630.00

Client Option Total = \$110,810.00

Reimbursement Total = \$49,820.00

Please feel free to give me a call with any questions that may arise – 919-763-7278. You may also email me at dadams@beckermorgan.com

Sincerely,

Donald C. Adams Jr., PE

11/22/2024



Becker Morgan Group, Inc • 314 E. Main St, Clayton, NC 27520 • 919-243-1332 • Firm # C-4347

EXHIBIT D

Developer hereby agrees that as a condition precedent to commencing such Work under this Agreement, it will present to the Town acceptable certificates of insurance and corresponding endorsements, or at the Town's request, copies of the executed policies evidencing the maintenance of the following insurance coverage of the Developer and demonstrating that the Town is an additional insured under all policies, except the workers compensation policy. Developer shall maintain such insurance in force at all times during the performance of any Work and for a period of one (1) year following completion of its work.

Developer (and its consultants and contractors or anyone directly or indirectly employed by any of them unless other insurance requirements are approved in writing, in advance by the Town) shall provide and maintain the following types and amounts of insurance:

1. Commercial General Liability Insurance:

Developer shall provide Commercial General Liability insurance using the 2013 ISO Occurrence Form or an equivalent form. The Commercial General Liability insurance must include coverage for "Premises-Operations", "Independent Developers", "Products-Completed Operations", Personal Injury" and "Contractual Liability" and must not include an exclusion for "action over" claims. The "Contractual Liability" must include the tort liability of another assumed in a business Agreement. The Developer or his agent shall verify that there is no endorsement or modification of the CGL limiting the scope of coverage for liability arising from "explosion", "collapse", or "underground" property damage (known as the "x,c,u" exclusions). This insurance shall be maintained throughout the duration of the Project and for a minimum of one (1) year following completion of the Work. Limits shall be as follows:

Each Occurrence Limit

Bodily Injury/Property Damage Liability	\$1,000,000
Personal Injury Liability	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$5,000,000

The policy must include:

The General Aggregate Limit is to be written on a "per project" basis using Developer's "Per Project" endorsement: Amendment-Aggregate Limits of Insurance (CG 2503 or equivalent form). The "Products/Completed Operations" Aggregate Limit must be at least \$5,000,000, or written confirmation provided that the Commercial Umbrella coverage affirmatively "follows form" and includes liability coverage arising out of the insured's "Completed Operations."

The Town is to be named as an additional insured in the Developer's policies with respect to this Project using the Additional Insured-Owners, Developer endorsements

(CG 20 10 10 01 & 20 37 10 01), or a substitute providing equivalent coverage. Verification of additional insured status shall be furnished to the Town by mailing a copy of the endorsement AND Certificate of Insurance.

This insurance will apply as primary insurance with respect to any other insurance or self-insurance the Town may have or elect to carry with respect to this Project.

Broad Form Property Damage coverage, including completed operations, or its equivalent.

The work “performed on your behalf by a Subcontractor” exception to the “Damage to Your Work” exclusion (Exclusion “I” in Section I of the ISO form CG 00 01 10 01 and earlier versions.) No limitation or restriction of this exception is allowed.

There shall be no exclusions for continuing or progressive losses not known by Developer to exist prior to policy inception.

2. Business Automobile Liability Insurance:
Developer must provide and maintain business automobile liability insurance for all “owned”, “non-owned” and “hired” vehicles on ISO form CA 00 01 12/90 or equivalent coverage form with the following limits:

Combined Single Limit	\$1,000,000 per accident
-----------------------	--------------------------

Equivalent “split limits” satisfying the Umbrella Excess Liability underlying requirements are acceptable, but should be noted on the Certificate of Insurance.

If necessary, the Business Automobile Liability policy shall be endorsed to provide Contractual liability coverage equivalent to that provided in the 1990 and later editions of the ISO CA 00 01 form.

The Town is to be named as an additional insured on the Business Automobile Liability policy. Verification of additional insured status shall be furnished to the Town by mailing a copy of the endorsement and Certificate of Insurance.

3. Workers Compensation:

Developer shall provide and maintain Workers Compensation and Employers Liability insurance providing coverage in the state (or states) in which the project is performed. Limits and coverage shall be as follows:

Workers Compensation Insurance	Statutory Limits
Employers Liability Insurance	\$500,000 each accident \$500,000 policy limit \$500,000 each employee

Developer waives all rights against the Town, its officers, agents, employees and representatives for any and all claims and injuries covered by Workers Compensation benefits. Developer shall require its Subcontractors to execute such a waiver in favor of the Town. Verification of such waiver of subrogation shall be furnished to Town by mailing a copy of the endorsement and Certificate of Insurance.

4. Umbrella Excess Liability:

Developer shall provide umbrella and/or excess liability insurance on an "occurrence" basis providing "following form" coverage for the underlying coverages outlined above with the following minimum limits:

Each Occurrence Limit	\$2,000,000
Aggregate Limit	\$2,000,000

The Town is to be named as an additional insured on the Umbrella/Excess Liability policy. Verification of additional insured status shall be furnished to the Town by mailing a copy of the endorsement and Certificate of Insurance.

5. Property Insurance:

- 5.1 Developer shall maintain “Special Form” property insurance (commonly referred to as “all risk” or “special perils” coverage) in an amount equal to the full replacement cost of all Developer’s real and personal property (for which it has title and/or risk of loss), as well as real and personal property which becomes a final part of the Project, during its off-Project status, in transit and while stored or worked upon away from, or on, the Project site. All policy proceeds shall be used for the repair or replacement of the property damaged or destroyed.
- 5.2 Developer hereby waives all rights of recovery against the Town including their subsidiaries, partners, partnerships, affiliated companies, successors and assigns, with respect to any loss or damage, including consequential loss or damage, to the Developer’s property caused or occasioned by any peril or perils covered under any policy or policies of property insurance carried by the Developer. Developer shall cause its insurance carriers to consent to such waiver of subrogation.

6. Waiver of Subrogation:

Developer waives all rights of subrogation or recovery of damages against Town (and Town’s agents and employees) to the extent such damages are covered by the insurance carried or required to be carried under the Agreement. Developer (and its consultants and Subcontractors, or anyone directly or indirectly employed by any of them) shall cause each policy required hereunder to contain provisions allowing waiver of rights

of recovery prior to a loss and waivers of rights of subrogation against Town on the part of the insurer. Developer shall cause its consultants, Subcontractors and sub-Subcontractors, agents and employees to execute similar waivers of subrogation in favor of Town for all insurance coverage except Worker's Compensation. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, Contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damage.

7. Evidence of Insurance:

Developer shall furnish Certificates of Insurance and required endorsements to the Town prior to commencement of the Work. The certificate holder (and additional insured) should read as follows:

Town of Clayton
ATTN: Town Manager
P.O. Box 879
Clayton, NC 27520

The Certificate(s) of Insurance and corresponding endorsements shall be signed by a duly authorized representative of each insurance company, showing compliance with the insurance requirements set forth herein. The certificate should expressly state that if there is any material change in coverage (cancellation, expiration, or exclusion of a specifically required coverage such as completed operations) that the Developer or his agent will make every reasonable effort to notify the Town at least thirty (30) days prior to such change by written notice.

8. The insurance companies providing coverage must be rated "A-" VII or better by A. M. Best's and be licensed in the state where the project is located. Any exceptions to the requirement of (1) being licensed by the state, or (2) having a Best's "A-" VII rating or better, must be referred to the Town for prior approval.
9. If Developer fails to maintain the required insurance as outlined above, the Town shall have the right, but not the obligation, to purchase such insurance at the Developer's sole expense. Developer's failure to maintain insurance as required may result in termination of this Agreement at the Town's option. However, the failure of the Town to demand Certificates of Insurance or evidence of full compliance with these insurance requirements shall not constitute a waiver of the Developer's obligation to maintain such insurance.



Town Council Regular Meeting Agenda Cover Sheet

Meeting Date

March 3, 2025

Agenda Location

CONSENT AGENDA

Item Title

Utility Services Agreement between Johnston County Board of Education and Town of Clayton

Presenter(s)

Donald Perry, Engineering Director

Suggested Action

Approval of Agreement

Strategic Priorities Alignment



☐ Vibrant Downtown



☒ Desirable Amenities and Spaces



☒ Sustainable Infrastructure



☐ Mobility, Transportation, and Transit



☐ Diversified Economic Development



☐ Community Outreach and Engagement



☐ Public Safety

Public Hearing: No

If Approved, Will Document Require Recordation? No

Does This Item Require a Communication Plan?

☐ Public Hearing (Required by GS)

☐ Newspaper Notice (Required by GS)

☐ Public Forum/Input Session

☐ E-News Distribution

☐ Social Media

☐ Special Mailing

☐ Public Hearing (Not Required by GS)

☐ Newspaper Notice (Not Required by GS)

☐ Press Release

☐ Website

☐ Survey

☒ None Required

Summary

Johnston County Board of Education (Customer) has requested additional water and wastewater capacity to support its expansion of Cooper Academy Elementary School located at 849 N. Mial Street, Clayton, NC 27520. To facilitate the Customer's needs the Town desires to provide the additional water and wastewater flow and treatment capacity to the Customer and allow Customer to continue to utilize the Town's water supply and sanitary sewer systems subject to payment by Customer of the capacity purchase and under the terms and conditions of this Utility Services Agreement.

Funding Source

N/A

Corresponding Documentation

[Utility Services Agreement with JC BdEd -Cooper ES SIGNED](#)

Submitted By: Donald Perry, Engineering

Reviewed By:

Courtney Tanner, Deputy Town
Manager

Approved - Feb 25 2025

Rich Cappola, Town Manager

Approved - Feb 27 2025

Heidi Holland, Town Clerk

Approved - Feb 27 2025

NORTH CAROLINA
JOHNSTON COUNTY

UTILITY SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this the ____ day of _____ 2025 by and between **JOHNSTON COUNTY BOARD OF EDUCATION**, a body politic and corporate of the state of North Carolina (hereinafter referred to as "Customer") and **TOWN OF CLAYTON**, North Carolina, a body politic and corporate of the state of North Carolina (hereinafter referred to as "Town").

WITNESSETH:

WHEREAS, Customer has requested additional capacity to support its facility on property located at 849 N Mial St., Clayton, NC 27520 (hereinafter collectively referred to as the "Property");

WHEREAS, Customer is currently a water and wastewater customer of the Town and desires for the Town to increase its allocated flow and treatment capacity for Customer via the Town's water and sanitary sewer systems beyond the service capacity currently at the Property;

WHEREAS, in order to provide the additional capacity requested by Customer, the Town will have to make upgrades and improvements to its water and wastewater system and Customer's capacity purchase will support required improvements. ;

WHEREAS, the parties have determined that the Town is the best and most reasonable option to provide the utility service levels desired by Customer to accommodate the use of the facility on its Property;

WHEREAS, to facilitate the Customer's needs the Town desires to provide the additional water and wastewater flow and treatment capacity to the Customer and allow Customer to continue to utilize the Town's water supply and sanitary sewer systems subject to payment by Customer of the capacity purchase and under the terms and conditions as set forth herein.

NOW THEREFORE, the parties hereby agree to the following terms and conditions.

1. Term: This Agreement shall be binding on both parties for a period of ten years.
2. Additional Water and Wastewater Capacity: Customer is currently allocated water and sewer capacity of 5,268 gallons per day. Subject to payment by Customer as set forth herein,

the Town will provide additional capacity to Customer of (i) 5,220 gallons per day for a total of 10,488 gallons per day of water capacity effective upon payment described herein and (ii) additional capacity to Customer of 5,220 gallons per day for a total of 10,488 gallons per day of sewer capacity effective upon payment described herein. All wastewater discharges shall strictly comply with the Town and State terms and conditions for Customer's usage.

3. Quality and Quantity. The Town agrees, subject to availability of supply, to furnish the water at the current point of delivery, during the term of this Contract or any renewal or extension thereof. The water supplied shall be potable treated water meeting applicable purity standards of the State of North Carolina in such quantity as may be required by the Customer but not to exceed per day capacity allocated under this or prior agreements.

4. Pressure. The parties agree that the water purchased hereunder will be furnished at reasonably constant pressure. If greater pressure than that normally available at the point of delivery is required by Customer, the cost of providing such greater pressure shall be borne by the Customer. Emergency failures of pressure or supply due to main supply line breaks, power failure, flood, fire and use of water to fight fire, earthquake or other catastrophe shall excuse the Town from this provision for such reasonable period of time as may be necessary to restore service.

5. Billing Procedure and Payment Date. Town shall furnish the Customer, not later than the 5th day of each month or otherwise on a day of the month consistent with the sites billing cycle, with an itemized statement of the amount of water furnished the Customer during the preceding month. Customer shall pay the Town, not later than the 20th day of each month. In the event that Customer fails to pay any amounts due under this Agreement, or any other rates, fees or charges due for water or services provided by Town, then Town may shut off the supply of water until such time as payment is received from Customer.

7. Rates and Capacity Charges to Customer:

- a. The Town's current schedule of rates shall apply, provided that Town may, in its sole discretion, modify the rates charged hereunder at any time it modifies or raises its rates to its other customers.
- b. Not later than 14 days following execution of this agreement, Customer shall pay to the Town the sum of One Hundred Forty-Six Thousand, One Hundred Sixty US Dollars (\$146,160.00) for the additional capacity to be provided under this Agreement. This sum is in addition to commodity charges under subsections 7.a.

above and is calculated as shown on Exhibit A attached hereto.

8. Metering Equipment. Town agrees to install, maintain and operate a 3-inch water meter or such other metering equipment as needed to measure the volume of water delivered and wastewater received under this Agreement. Town will calibrate such metering equipment whenever requested by the Customer but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate. The previous readings of any meter disclosed by test to be inaccurate shall be corrected for the two (2) months previous to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless Town and Customer shall agree upon a different amount. The metering equipment shall be read by Town on or before the last day of each month.

9. Failure to Deliver Water. The Town will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the Customer with quantities of water set forth herein. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water, or the supply of water available to the Town is otherwise diminished over an extended period of time, the supply of water to Customer shall be reduced or diminished in the same ratio or proportion as the supply to Town's consumers is reduced or diminished.

10. Modification. Except for the provisions of this Agreement pertaining to the schedule of rates to be paid by the Customer for water delivered, which may be modified in the sole discretion of Town at any time, the provisions of this Agreement may not be modified or altered except by mutual agreement.

11. Regulatory Agencies. Except as otherwise provided herein, this Agreement is subject to such rules, regulations, or laws as may be applicable to similar agreements in this State and the Town and Customer will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.

12. Severability; Integrated Contract. The terms of this Agreement are not severable. Each of the terms and conditions hereof are mutually dependent and this Agreement has been negotiated by the parties as an interdependent contract. If any term hereof should fail or be

determined to be unenforceable, this Agreement shall be void in its entirety.

13. Successor to the Customer. In the event of any occurrence rendering the Customer incapable of performing under this Agreement, any successor of the Customer, whether the result of legal process, assignment, or otherwise, shall succeed to the rights, duties, and obligations of the Customer hereunder.

14. Indemnity. It is understood and agreed by and between Town and Customer that Town shall not be liable for any failure of the water supply distribution system or wastewater treatment systems of Customer or that of the Town and that Customer hereby agrees to indemnify, to the extent permitted by law, Town against any loss, costs, expenses, causes of action and judgments in connection with any such failure.

15. Notices. All notices, requests, demands and other communications hereunder must be in writing and shall be deemed to have been duly given when delivered or when placed in the United States Mail and forwarded by Registered or Certified Mail, return receipt requested, postage prepaid, addressed to the party to whom such notice is being given at the following addresses:

IF TO TOWN: Town Manager
 Town of Clayton
 111 East Second Street
 Clayton, North Carolina _____

IF TO CUSTOMER: Superintendent
 Johnston County Board of Education
 2320 US 70 Business Hwy East
 Smithfield, NC 27577

Any party may change the address to which notices to it are to be sent by giving the notice of such change to the other parties in accordance with this paragraph.

16. Applicable Law. This Agreement shall be interpreted in accordance with the laws of the State of North Carolina and in accordance with the regulations and rules of the North Carolina Department of Environmental Quality and the Town's Code of Ordinances. Specifically, but not limited hereby, Customer shall comply with all applicable discharge requirements for users of the Town's wastewater system.

17. Waiver. No delay or omission of any party hereto in the exercise of any right

accruing upon any default hereunder on the part of any party hereto shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by a party hereto of a breach of, or a default in, any of the terms and conditions of this Agreement by any other party hereto shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement.

18. Entire Agreement: This Agreement constitutes the entire agreement between the parties and neither of the parties shall be bound by any written or oral promises, representations, or agreements except as are herein expressly set forth.

IN WITNESS WHEREOF, Customer and Town have duly executed this Agreement as of the day and year first written.

TOWN:
TOWN OF CLAYTON

BY: _____

CUSTOMER
JOHNSTON COUNTY BOARD OF EDUCATION

BY: *Lyn Andrews*
Board Chair, JCBDE

EXHIBIT A

<u>Calculation of Capacity Charges</u> <u>Cooper Academy ES</u>			
Water Capacity Fees			
Total Capacity Required	Existing Capacity	Additional Capacity Required to Purchase	Capacity Fee
(GPD)	(GPD)	(GPD)	\$8.00 per gallon per day (GPD)
10,488	5,268	5,220	\$ 41,760.00
Sewer Capacity Fees			
Total Capacity Required	Existing Capacity	Additional Capacity Required to Purchase	Capacity Fee
(GPD)	(GPD)	(GPD)	\$20.00 per gallon per day (GPD)
10,488	5,268	5,220	\$ 104,400.00
Total Capacity Purchase			\$ 146,160.00



Town Council Regular Meeting Agenda Cover Sheet

Meeting Date

March 3, 2025

Agenda Location

CONSENT AGENDA

Item Title

Purchase of Real Property - Bolyard Property on Jack Road

Presenter(s)

Rich Cappola, Town Manager

Suggested Action

Adoption of Resolution

Strategic Priorities Alignment



☐ Vibrant Downtown



☒ Desirable Amenities and Spaces



☒ Sustainable Infrastructure



☒ Mobility, Transportation, and Transit



☐ Diversified Economic Development



☐ Community Outreach and Engagement



☒ Public Safety

Public Hearing: No

If Approved, Will Document Require Recordation? No

Does This Item Require a Communication Plan?

☐ Public Hearing (Required by GS)

☐ Newspaper Notice (Required by GS)

☐ Public Forum/Input Session

☐ E-News Distribution

☐ Social Media

☐ Special Mailing

☐ Public Hearing (Not Required by GS)

☐ Newspaper Notice (Not Required by GS)

☐ Press Release

☐ Website

☐ Survey

☒ None Required

Summary

Purchase of an approximately 35-acre tract of land located on Jack Road in Clayton, North Carolina. This parcel directly abuts the recently acquired 114-acre property on Corbett Road. The purchase aligns with the town's long-term planning initiatives to accommodate growth and improve infrastructure.

Purpose and Benefits:

- **Roadway Connectivity:** The acquisition will facilitate a future roadway extension, enhancing local transportation infrastructure and connectivity.
- **Land Banking:** The property will be reserved for future municipal needs as the town grows.
- **Future Development Opportunities:** Potential uses include parks and recreation facilities, public safety infrastructure, and other municipal services to support the increasing population and community demands.

Strategic Alignment:

- Supports proactive infrastructure and growth planning.
- Provides opportunities for multi-use development to improve quality of life.
- Enhances the town's ability to meet future needs efficiently.

Recommendation

Approve

Funding Source

General Fund - Unassigned Fund Balance

Corresponding Documentation

[Resolution to Acquire Real Property - Bolyard Tract](#)

Meeting Timeline

10 Min

Submitted By: Rich Cappola, Administration

Reviewed By:

Rich Cappola, Town Manager
Heidi Holland, Town Clerk

Approved - Feb 27 2025
Approved - Feb 27 2025

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CLAYTON
AUTHORIZING THE ACQUISITION OF CERTAIN
INTERESTS IN REAL PROPERTY**

WHEREAS, the Town of Clayton (the “Town”) proposes to enter into a Purchase and Sale Agreement by and between the Town and the owners of the property described herein; and

WHEREAS, the Town Council of the Town of Clayton hereby determines that it is necessary and in the public interest to acquire the real property described as a 34.73 acre parcel of land PIN 164700-94-2306, Parcel ID 05G04050 (the “Property”); and

WHEREAS, the Town of Clayton, acting by and through the Town Council, proposes to purchase said interests in real property, under the terms and conditions set forth herein, to exercise the authority conferred upon the Town of Clayton by North Carolina General Statute Section 160A-265 through voluntary acquisition.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CLAYTON:

1. That the Town Council hereby approves, ratifies and affirms the transaction contemplated herein upon the following terms and conditions:
 - a. Purchase Price of \$1,400,000.00
 - b. Closing Date of March 4, 2025
2. That the Town Attorney to the Town of Clayton is authorized to proceed on behalf of the Town of Clayton to acquire by purchase under the terms and conditions of herein.
3. That the Town Attorney to the Town of Clayton is hereby authorized and directed to prepare all documents to effectuate the acquisition of the interest in the land hereinabove mentioned.

Adopted: This 3rd day of March, 2025.

Town of Clayton

By: _____
Jody L. McLeod, Mayor

ATTEST:

Heidi Holland, Town Clerk
(SEAL)



Town Council Regular Meeting Agenda Cover Sheet

Meeting Date

March 3, 2025

Agenda Location

CONSENT AGENDA

Item Title

Resolution # 2025-15 Warranty acceptance of ROW & Street sections within Phase 1 of the Meadowview subdivision.

Suggested Action

Adoption of Resolution

Strategic Priorities Alignment



☐ Vibrant Downtown



☐ Desirable Amenities and Spaces



☒ Sustainable Infrastructure



☐ Mobility, Transportation, and Transit



☐ Diversified Economic Development



☐ Community Outreach and Engagement



☐ Public Safety

Public Hearing: No

If Approved, Will Document Require Recordation? No

Does This Item Require a Communication Plan?

- | | |
|--|--|
| ☐ Public Hearing (Required by GS) | ☐ Public Hearing (Not Required by GS) |
| ☐ Newspaper Notice (Required by GS) | ☐ Newspaper Notice (Not Required by GS) |
| ☐ Public Forum/Input Session | ☐ Press Release |
| ☐ E-News Distribution | ☐ Website |
| ☐ Social Media | ☐ Survey |
| ☐ Special Mailing | ☐ None Required |

Summary

Streets and rights-of-way are required to be designed and built according to the Town of Clayton Manual of Standards, Specifications, and Design. The engineering staff has verified through the inspection process that the subject street and right of sections have been installed to meet or exceed this standard and recommends warranty acceptance.

Funding Source

N/A

Corresponding Documentation

[Ph 1 Street ROW Acceptance Resolution 2-13-25](#)

Submitted By: Chris Rowland, Engineering

Reviewed By:
Donald Perry, Engineering Director Approved - Feb 21 2025
Heidi Holland, Town Clerk Approved - Feb 24 2025

**RESOLUTION TO ACCEPT STREETS INTO THE TOWN OF CLAYTON STREET SYSTEM FOR
MAINTENANCE – MEADOWVIEW, PHASE 1**

WHEREAS, streets and right-of-way are required to be designed and built according to the Town of Clayton Manual of Standards, Specifications and Design; and

WHEREAS, Town of Clayton Engineering staff has inspected the street segments listed below and recommends acceptance by Town Council for maintenance by the Town; and

WHEREAS, the street segments listed below will be placed under a warranty period for one year to monitor for construction deficiencies; and

WHEREAS, prior to the expiration of the one-year warranty period, Town of Clayton Engineering staff will perform a final inspection and notify the developer to correct all deficient items (if any); and

WHEREAS, upon correction of all deficient items (if any), the Town of Clayton Engineering staff will issue a final acceptance notice to the developer; and

WHEREAS, approval by the Town of Clayton Town Council is necessary for eligibility to receive funding from the NCDOT's Powell Bill Program;

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Clayton, North Carolina accept this list of streets and right-of-way into the Town of Clayton Street System.

SUBDIVISION	STREET NAME	BEGINNING DESCRIPTION	END DESCRIPTION	LENGTH(MI)
Meadowview, Phase 1	Channel Drop Drive	Int of Shotwell Rd	Phase Line	0.29
Meadowview, Phase 1	Wildflower Circle	Int of Channel Drop Drive	End of CDS	0.17
Meadowview, Phase 1	Woodcrest Drive	Int of Wildflower Circle	End of Street	0.03
TOTAL				0.49MI

Duly adopted this the 3rd day of March 2025.

Jody L. McLeod
Mayor

ATTEST:

Heidi L. Holland, CMC, NCCMC
Town Clerk



Town Council Regular Meeting Agenda Cover Sheet

Meeting Date

March 3, 2025

Agenda Location

CONSENT AGENDA

Item Title

Resolution To Accept the Subject Greenway Sections into the Town of Clayton Greenway System for Maintenance – Phase 1 of the Meadowview Subdivision

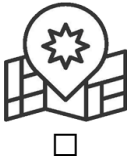
Presenter(s)

Chris Rowland, Engineering

Suggested Action

Adoption of Resolution

Strategic Priorities Alignment



☐ Vibrant Downtown



☐ Desirable Amenities and Spaces



☒ Sustainable Infrastructure



☐ Mobility, Transportation, and Transit



☐ Diversified Economic Development



☐ Community Outreach and Engagement



☐ Public Safety

Public Hearing: No

If Approved, Will Document Require Recordation? No

Does This Item Require a Communication Plan?

- | | |
|--|--|
| ☐ Public Hearing (Required by GS) | ☐ Public Hearing (Not Required by GS) |
| ☐ Newspaper Notice (Required by GS) | ☐ Newspaper Notice (Not Required by GS) |
| ☐ Public Forum/Input Session | ☐ Press Release |
| ☐ E-News Distribution | ☐ Website |
| ☐ Social Media | ☐ Survey |
| ☐ Special Mailing | ☒ None Required |

Summary

Greenway sections are designed and built according to the Town of Clayton Manual of Standards, Specifications, and Design. The engineering staff has verified through the inspection process that the subject greenway sections have been installed to meet or exceed this standard and recommends warranty acceptance.

Funding Source

N/A

Corresponding Documentation

[Phase 1 GreenwayAcceptanceResolution 2-13-25](#)

Submitted By: Chris Rowland, Engineering

Reviewed By:

Donald Perry, Engineering Director
Heidi Holland, Town Clerk

Approved - Feb 21 2025
Approved - Feb 24 2025

**RESOLUTION TO ACCEPT PUBLIC GREENWAY INTO THE TOWN OF CLAYTON GREENWAY SYSTEM
FOR MAINTENANCE – MEADOWVIEW, PHASE 1 GREENWAY TRAIL**

WHEREAS, public greenways are required to be designed and built according to the Town of Clayton Manual of Standards, Specifications and Design; and

WHEREAS, Town of Clayton Engineering staff has inspected the greenway listed below and recommends acceptance by Town Council for maintenance by the Town; and

WHEREAS, the greenway segment listed below will be placed under a warranty period for one year to monitor for construction deficiencies, such warranty period expiring on February 1, 2023; and

WHEREAS, prior to expiration of the one-year warranty period, Town of Clayton Engineering staff will perform a final inspection and notify the developer to correct all deficient items (if any); and

WHEREAS, upon correction of all deficient items (if any), the Town of Clayton Engineering staff will issue a final acceptance notice to the developer; and

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Clayton, North Carolina accept the greenway segment into the Town of Clayton Greenway System.

SUBDIVISION	BEGINNING DESCRIPTION	END DESCRIPTION	LENGTH(MI)
Meadowview, Phase 1	Phase 1	Phase Lines	0.17
		TOTAL	0.17

Duly adopted this the 3rd day of March 2025.

Jody L. McLeod
Mayor

ATTEST:

Heidi L. Holland, CMC, NCCMC
Town Clerk



Town Council Regular Meeting Agenda Cover Sheet

Meeting Date

March 3, 2025

Agenda Location

CONSENT AGENDA

Item Title

Resolution To Accept Public Utilities into The Town of Clayton Public Utility System for Maintenance
– Spinning Mill Phase 3 Utilities

Suggested Action

Place on Consent Agenda

Strategic Priorities Alignment



☐
Vibrant Downtown



☐
Desirable
Amenities and
Spaces



☐
Sustainable
Infrastructure



☐
Mobility,
Transportation,
and Transit



☐
Diversified
Economic
Development



☐
Community
Outreach and
Engagement



☐
Public Safety

Public Hearing: No

If Approved, Will Document Require Recordation? No

Does This Item Require a Communication Plan?

- | | |
|--|--|
| ☐ Public Hearing (Required by GS) | ☐ Public Hearing (Not Required by GS) |
| ☐ Newspaper Notice (Required by GS) | ☐ Newspaper Notice (Not Required by GS) |
| ☐ Public Forum/Input Session | ☐ Press Release |
| ☐ E-News Distribution | ☐ Website |
| ☐ Social Media | ☐ Survey |
| ☐ Special Mailing | ☐ None Required |

Summary

Public Utilities (water and sewer), their easements, and applicable apparatuses are required to be designed and built according to the Town of Clayton Manual of Standards, Specifications, and Design. The subject public utilities have been verified through testing and inspections to be installed per the Town's Manual of Standards, Specifications, and Design and have been certified and approved by the appropriate regulatory agencies. Engineering staff recommends acceptance of the subject public utility infrastructure and pump station and entering the one-year warranty period.

Funding Source

N/A

Corresponding Documentation

[Spinning Mill Phase 3 UtilityFinalAcceptanceResolution](#)

Submitted By: Michael Worner, Engineering

Reviewed By:	
Donald Perry, Engineering Director	Approved - Feb 21 2025
Heidi Holland, Town Clerk	Approved - Feb 24 2025

**Resolution To Accept Public Utilities into The Town of Clayton Public Utility System for
Maintenance – Spinning Mill Phase 3 Utilities**

WHEREAS, public utilities (water and sewer), their easements, and applicable apparatuses are required to be designed and built according to the Town of Clayton Manual of Standards, Specifications and Design; and

WHEREAS, the public utility segments listed below have been certified and approved by the appropriate regulatory agencies; and

WHEREAS, the public utility segments listed below were monitored and inspected for any construction deficiencies, and

WHEREAS, Town of Clayton Engineering staff has inspected the public utility segments listed below on February 5, 2025, and recommends final acceptance by Town Council for operation and maintenance by the Town and.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Clayton, North Carolina accept this list of public utilities and their apparatuses into the Town of Clayton Public Utility System.

SUBDIVISION	LOCATION DESCRIPTION	UTILITY TYPE AND SIZE	LENGTH
Spinning Mill Apartment	226 Spinning Ave. to Mills St	8" Waterline	360 LF
Spinning Mill Apartment	Mill St.	8" Waterline	429 LF
Spinning Mill Apartment	Creeside Dr.	8" Waterline	390 LF
Spinning Mill Apartment	Ridge Circle	8" Waterline	227 LF
Total			1406 LF

SUBDIVISION	LOCATION DESCRIPTION	UTILITY TYPE AND SIZE	LENGTH
Spinning Mill Apartment	Creeside Dr.	8" Sewer line	977 LF
Spinning Mill Apartment	Ridge Circle	8" Sewer Line	254 LF
Total			Total

Duly adopted on the 3rd day of March 2025.

Jody L. McLeod
Mayor

ATTEST:

Heidi L. Holland, CMC, NCCMC
Town Clerk

**TOWN OF CLAYTON
PROCLAMATION
PROCUREMENT MONTH 2025**

WHEREAS, the purchasing, acquisition, procurement, and materials management professions play a vital role in ensuring the quality, efficiency, and effectiveness of business and government operations throughout the United States; and

WHEREAS, professionals in these fields are employed across private and public sectors, including profit and non-profit organizations, contributing significantly to the economic and operational success of their respective entities; and

WHEREAS, public procurement is an essential function of local government, ensuring the acquisition of goods and services necessary for the safe and effective operations of the Town; and

WHEREAS, the Town's procurement professionals are engaged in critical responsibilities such as purchasing goods and services, executing and implementing contracts, developing procurement strategies, supervising the storage of materials, and fostering strong relationships with suppliers and departments within the organization; and

WHEREAS, procurement professionals uphold the highest ethical standards while ensuring the responsible use of taxpayer dollars, thereby providing efficient and effective service to the community; and

WHEREAS, local, state, and federal procurement professionals are responsible for managing and monitoring billions of dollars in goods and services annually, directly influencing the local and national economy; and

WHEREAS, the North Carolina Association of Governmental Purchasing, the National Institute of Governmental Purchasing, the North Carolina Department of Administration's Division of Purchase and Contract, and other local government organizations worldwide sponsor activities and special events to educate and inform the public about the importance of procurement; and

NOW, THEREFORE, on behalf of the Clayton Town Council, we hereby proclaim March 2025 as "**Procurement Month**" in Clayton, North Carolina, and encourage all citizens to recognize and appreciate the vital contributions of procurement professionals to our community and beyond.

Proclaimed by the Clayton Town Council this the 3rd day of March 2025.

Jody L. McLeod
Mayor

**TOWN OF CLAYTON
PROCLAMATION
EMPLOYEE APPRECIATION DAY**

WHEREAS, The Town of Clayton's citizens are served every day by public servants, the "unsung heroes", who do the jobs that keep our Town working; and,

WHEREAS, public employees make great contributions to their communities by serving in areas such as crime prevention, fire protection, utility service and administration; and,

WHEREAS, the public employees of the Town of Clayton are committed to exhibiting the highest standards of excellence, dedication, creativity and skills; and,

WHEREAS, day in and day out, they provide the quality and quantity of diverse services required and expected by the citizens of their local government with efficiency, effectiveness and integrity; and,

WHEREAS, without these public servants at every level, continuity of service would be impossible; and,

WHEREAS, The Town of Clayton recognizes the dedication and talents of public employees, as well as the value of the service they render; and,

NOW, THEREFORE, LET IT BE PROCLAIMED on behalf of the Clayton Town Council, we hereby proclaim March 7, 2025, be recognized as:

EMPLOYEE APPRECIATION DAY

Proclaimed by the Clayton Town Council this the 3rd day of March 2025.

Jody L. McLeod
Mayor

**TOWN OF CLAYTON
PROCLAMATION
CLAYTON COMETS MEN'S BASKETBALL TEAM**

WHEREAS, the Town of Clayton honors the Men's Clayton Comets Basketball Team as extraordinary athletes with great abilities and have shown this by winning the 2025 Greater Neuse River 4A Men's Basketball Conference Tournament Title; and

WHEREAS, the commitment required for student-athletes to be a part of a sports team includes meeting required grade, attendance, and in addition to attending daily practices and scheduled games; and

WHEREAS, the Men's Clayton Comets Basketball Team have exemplified strong leadership and a sense of determination during their games in the tournament; and

WHEREAS, with a commanding victory, the Men's Clayton Comets Basketball Team triumphed with a final score of 72 to 48 over the Garner Trojans; and

WHEREAS, it is with pride that the Town Council recognizes the commitment and dedication of these student athletes; and

NOW, THEREFORE, LET IT BE PROCLAIMED on behalf of the Clayton Town Council, we hereby commend the 2024-2025 Clayton Comets Men's Basketball Team for their tireless efforts and achievements.

Proclaimed by the Clayton Town Council this the 3rd day of March 2025

Jody L. McLeod
Mayor