Town of Clayton
Town Council Regular Meeting Agenda
Monday, February 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:** Approve or Adjust the Agenda

3. CONSENT AGENDA

a. Minutes
- December 16, 2024 - Regular Session
- December 16, 2024 - Closed Session
- January 6, 2025 - Work Session
- January 6, 2025 - Regular Session
- January 6, 2025 - Closed Session

Presenter: Heidi Holland, Town Clerk
December 16, 2024 - Regular Session
January 6, 2025 - Work Session
January 6, 2025 - Regular Session

b. Certification of Sufficiency by the Clerk: 2024-128-ANX, 3945 Powhatan Road Annexation
Presenter: Heidi Holland, Town Clerk
Certificate of Sufficiency 2024-128-ANX

c. Certification of Sufficiency by the Clerk: 2024-127-ANX, 3967 Powhatan Road Annexation
Presenter: Heidi Holland, Town Clerk
Certificate of Sufficiency 2024-127-ANX

d. Resolution To Accept Public Utilities into The Town of Clayton Public Utility System for Maintenance – Carolina Overlook Phases F, G, & K
Presenter: Michael Worner, Engineering
Resolution #2025-04

e. Resolution To Accept Greenways into The Town of Clayton Greenway System for Maintenance – Highgate Phase 5 Public Greenway
Presenter: Michael Worner, Engineering
Resolution #2025-05

f. Resolution to Set the Public Hearing Date for 2024-127-ANX 3967 Powhatan Road Annexation
Presenter: Conrad Olmedo, Planning Director
Resolution #2025-08

g. Resolution to Set Public Hearing Date for 2024-128-ANX, 3945 Powhatan Road Annexation
Presenter: Conrad Olmedo, Planning Director
Resolution #2025-09

h. Second Street and Atkinson Street Utility Improvements Project Award
Presenter: Mark Moore, Project Manager
Resolution #2025-11

i. Final Resolution to Award - Elevated Water Storage Tank
Presenter: Shannon Poole, Engineering
Resolution #2025-12

j. Resolution to Approve Agreement for Purchase of Nitrogen Allocation
Presenter: Joshua Baird, PE, Water Resources Director
Resolution #2025-13

k. Appointment to Economic Development Advisory Board
Presenter: Heidi Holland, Town Clerk
Appointment to Economic Development Advisory Board

l. Automatic Aid Response with Knightdale Fire Department
Presenter: David Ranes, Fire Chief
Automatic Aid Response with Knightdale Fire Department

POTENTIAL ACTION: Approve Consent Agenda as Presented

4. ADMINISTRATIVE ITEMS

a. Clayton4U
Presenter: Nathanael Shelton, Communication Director

5. INTRODUCTIONS AND SPECIAL PRESENTATIONS

a. American Public Power Association Mutual Aid Commendation Recognition
Presenter: Allen Turnage, Electric Director

b. Black History Month Proclamation
Presenter: Council Member Williams to Read
Black History Month Proclamation

c. Student Art Month Proclamation
Presenter: Council Member Casey to Present to Susan Johnson, Art Festival Chair
Student Art Month Proclamation

d. Customer Service Day Proclamation
Presenter: Council Member Archer to Present to Customer Service
Customer Service Day Proclamation

e. National School Resource Officer Day Proclamation
Presenter: Mayor Pro Tem Sims to Present to the Police Department
National School Resource Officer Day Proclamation

6. PUBLIC HEARINGS

a. FY25-26 Budget - Public Input

- Link to Budget Survey
  https://www.townofclaytonnc.org/850

Presenters: Rich Cappola, Town Manager and Robert McKie, Finance Director

7. QUASI-JUDICIAL HEARING

8. OLD BUSINESS

9. NEW BUSINESS

a. Donation of Surplus Fire Engine to Johnston Community College
Presenter: David Ranes, Fire Chief
Resolution #2025-10

POTENTIAL ACTION: Adoption of Resolution #2025-10

b. FY24-25 Mid-Year Budget Update and Amendment
Presenter: Rich Cappola, Town Manager
Ordinance #2025-01-03

POTENTIAL ACTION: Adoption of Ordinance #2025-01-03

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)(3), A Legal Matter in Accordance with NCGS 143-318.11 (a)(4), and A Personnel Matter in Accordance with NCGS 143-318.11 (a)(6)

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

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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, December 16, 2024 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 Ruth Anderson
Council Member Gretchen Williams

Council Absent:
Council Member Porter Casey

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
Greg Tart, Police Chief
David Ranes, Fire Chief
Robert McKie, Finance Director
Nathanael Shelton, Communication Director
Conrad Olmedo, Planning Director
Donald Perry, Engineering Director
Audrey Duchesne, Senior Planner
Sam Johnson-Phillips, Deputy Town Clerk

1. CALL TO ORDER

a. Call to Order
Mayor McLeod called the meeting to order at 6:03 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 requested to table Item 8a. 2024-47-CZM Novo Nordisk Art Center until January 6, 2025, meeting, and add item 12a. to close session to discuss economic development in accordance with NC GS 143-318.11 (a)(4).

Approve or Adjust the Agenda

RESULT:	**CARRIED 4-0**

MOVER:	Andria Archer
SECONDER:	Michael Sims
YES:	Andria Archer, Michael Sims, Ruth Anderson, and Gretchen Williams
NO:	None
ABSENT:	Porter Casey

3. CONSENT AGENDA

a. Minutes
- October 29, 2024 - Council Retreat
- October 30, 2024 - Council Retreat
- December 2, 2024 - Work Session
- December 2, 2024 - Regular Session

Presenter: Sam Johnson-Phillips, Deputy Town Clerk

b. Policy and Procedures for Appointments to Advisory Boards Update
Presenter: Heidi Holland, Town Clerk

c. Update to Town Advisory Board By-Laws
- Downtown Development Advisory Board
- Fire Advisory Board
- Library Advisory Board
- Public Art Advisory Board
- Parks and Recreation Advisory Board

Presenter: Heidi Holland, Town Clerk

d. Grassroots Grant Award
Presenter: Martha Vandergriff, The Clayton Center and Shaun Mizell, Procurement, Contracts and MWBE Manager

e. Strategic Property Acquisitions
Presenter: Robert McKie, Finance Director

f. Adoption of the Updated Manual of Specifications, Standards, and Design (MSSD)
Presenter: Donald M. Perry, Engineering Director

g. Accept Public Utilities into The Town of Clayton Public Utility System for Maintenance – Carolina Overlook Phase 2A
Presenter: Michael Worner, Engineering

Approve Consent Agenda as Presented

RESULT:	**CARRIED 4-0**
MOVER:	Andria Archer
SECONDER:	Michael Sims
YES:	Andria Archer, Michael Sims, Ruth Anderson, and Gretchen Williams

NO:	None
ABSENT:	Porter Casey

4. ADMINISTRATIVE ITEMS

a. Clayton4U
Presenter: Nathanael Shelton, Communication Director

Mr. Shelton reported there have been 15 episodes of Clayton4U, the final episode of 2024 entitled "Where Does Our Electric Come From" was presented to Council.
Mayor McLeod stated this has been a fantastic series.

b. Advisory Board Recommendations
Presenter: Heidi Holland, Town Clerk

Ms. Holland presented the Advisory Board Recommendations to Council. The individuals and their assigned boards are as follows:

Board of Adjustment

- Rich Maida: New Appointment: Alt. (In-Town)
- Karen Spicer: New Appointment: Alt. (ETJ)

DDA

- Valerie Mullins: New Appointment
- Stephanie Lanier: New Appointment
- Paul Auclair: Re-Appointment
- Corina Knott: New Appointment
- David Colclough: New Appointment
- Jennifer Hamilton: New Appointment

Fire Advisory Board

- Jeffrey Stallings: Re-Appointment
- Stacey Turner: Re-Appointment
- Adam Gross: New Appointment
- Keith Herring: New Appointment

Library Advisory Board

- Meredith Sewell: New Appointment
- Amanda Gawthorpe: New Appointment
- Amber Revels-Stocks: Re-Appointment
- Katie Tompkins: Re-Appointment
- Victoria Privette Re-Appointment
- Sarah Chera: New Appointment
- Miriam Herrell: New Appointment

Planning Board

- Ronald Williams: Re-Appointment (In-Town)
- Jason Carter: New Appointment (In-Town)
- Deborah Hooker: New Appointment (In-Town)
- Mark Hall: New Appointment (ETJ)
- Tom McKearney: New Appointment Alt. (In-Town)

Public Art

- Roy White: New Appointment
- Dane Martin: Re-Appointment
- Kelly Miller: New Appointment
- Joanne Thomas: Re-Appointment
- Adriana Ameigh: New Appointment
- Nancy Crowder: New Appointment
- Aaron Clinard: New Appointment
- Lisa Richmond: New Appointment

Recreation Advisory Board

- Corie Miller: New Appointment
- Charles Counts: New Appointment
- Mark Morgan: Re-Appointment
- Greg Forde: New Appointment
- Denise Husband: New Appointment

Approval of Recommendations for Appointment

RESULT:	**CARRIED 4-0**
MOVER:	Ruth Anderson
SECONDER:	Michael Sims
YES:	Andria Archer, Michael Sims, Ruth Anderson, and Gretchen Williams
NO:	None
ABSENT:	Porter Casey

5. INTRODUCTIONS AND SPECIAL PRESENTATIONS

6. PUBLIC HEARINGS

a. UDOTA 3-24 (Unified Development Ordinance Text Amendments)
Presenter: Conrad Olmedo, Planning Director
Chad Meadows, CodeWright Planners

Mr. Olmedo provided an update to the UDOTA 3-24. It was reported this is the third and final one of the year.

There have been 65 changes that have been organized into 11 groups.

- Resource Conservation Area (§6.11)
- Open Space (set-aside amount features)
- Trees (tree protection, street trees)
- Use Standards (principal, secondary, temporary)
- Refuse/Recycling Container Standards (§4.5.5.BB)
- ROW-Related (C&G, driveways, alternative access)
- Parking (measurement, driveway parking)
- Signs (nonconforming, min. clearance, illumination)
- Various Standards (stormwater, lot size in RMF, etc)
- Procedures (test amendment, zoning compliance permit, TIA)
- Agriculture Exemptions (§1.1.3.B)

Mr. Olmedo provided an update on the Resource Conservation Area, noting that the applicant had requested an amendment. This amendment would allow steep slopes to be allocated a ratio where for every square foot of impact, three square feet of resource conservation area would be designated.

Open Space Set Aside

It was reported that every district has a minimum percentage requirement regarding Open Space Set Aside. This amendment modification would align districts and would provide internal consistency with the required percentages of the total site to be dedicated towards open space.

Tree Protection

There have been significant modifications to the Tree Protection section of the UDO. It was stated this was a consolidation of parts of the UDO and rectified areas with credits. Mr. Olmedo stated there were technical clarifications to provide internal consistency.

Use Standards (Principal)

There was a review and update of the manufacturing uses (light, heavy). There is a new "medium" manufacturing use. It was stated any tower over 80' in height (even concealed) would be treated as a major tower.

Use Standards (Secondary)

Mr. Olmedo shared clarifications made in the UDO regarding when it would be required to have a zoning compliance permit for the secondary uses in town. It was stated home occupation permits would be required but the Town would not require a zoning compliance permit for a playground or flagpole. Another changed mentioned was home occupations level two would be conditional rezoning instead of a special use permit, as it was in the previous code.

Use Standards (Temporary)

Clarification has been made regarding construction trailers being used as offices on construction sites. It was stated there is now a process for those types of requests. It was stated, clarification has been made to temporarily allow wireless facilities in all zoning districts, the duration increased to six months with four allowable renewals.

Refuse/Recycling Containers
Mr. Olmedo mentioned, he and his team established the necessary standards for conducting site plan reviews.

Right-of-Way Related
A technical update was provided regarding curbs, gutters, and driveways. The Planning Board provided comments regarding driveways, the number of driveways and future text amendments.

Parking Related
Mr. Olmedo provided clarification of measurement and stated permits for driveway parking for townhouse development with rear-loaded driveways (otherwise limited to 6 units).

Signage
There was an update on nonconforming signs for consistency with SL2024-45. There was mention of reducing the height of a projecting sign from nine feet to eight feet above a sidewalk.

Various Standards
Mr. Olmedo mentioned a technical clarification regarding lot size in RMF for duplexes, triplexes, and quadplexes. He also clarified the distinction between "cessation" and "abandonment" in nonconformities according to state statutes. Regarding stormwater, he stated that provision must be made for access to an easement to the SCM from an adjacent street or travel way. Additionally, he noted that a passing inspection is required before the issuance of the Certificate of Occupancy (CO).

Procedures
It was communicated to Council, a resident or property owner within the Town can submit a text amendment request. There has been a modification to the Transportation Impact Analysis in which Mr. Olmedo would provide clarification later in the presentation.

Agricultural Exemptions
Mr. Olmedo stated there were clarifications made to define Bona Fide Farm Purposes and the required documentation.

Mr. Olmedo presented a list of the Planning Board comments from the work

session, all of which have been noted. He mentioned that these will be addressed in the next round of text amendments, scheduled for winter or early spring of next year.

- Refuse Containers
  - Definition and Placement
- Temporary Construction Offices
  - Timing for removal
- Citizen-Initiated Text Amendments
  - Property Owner in Town/ETJ
  - Process Type
- Easements to Storm Control Measures (SCMs)
- Traffic Impact Analysis
  - Expiration
- UDOTA Effective Date
- Curb and Gutter for Private Streets
- Resource Conservation Areas (RCA)
  - Not being counted for Open Space Set Aside
- Bona Fide Farms

Mr. Olmedo reviewed the staff updates from November 19, 2024, Planning Board meeting, which were presented at the December 2, 2024, Work Session. The language regarding traffic assessments has been revised to use "shall." Previously, projects that did not trigger 100 vehicular AM/PM peak trips or 1,000 trips in a day were exempt from a traffic impact analysis, with an option for a traffic assessment. It was stated that it is now a requirement for the Engineering Director to mandate a traffic assessment for projects that do not trigger a traffic impact analysis.

Regarding the Resource Conservation Area, it was noted that the discretion of the Planning Director is removed when state or federal permits are issued for stream buffers and jurisdictional wetlands that permit development.

Mr. Olmedo clarified that applicants would have 30 days to provide any missing application materials. Applications with deficiencies will have 6 months to submit resubmittals, aligning this timeline with permit requirements. He stated that the 6-month timeline is consistent with state statutes.

Also proposed was to designate the Planning Director as the Town staff member responsible for staff reviews/actions, staff reports/recommendations, and the distribution of applications/staff reports.

Mr. Olmedo mentioned that staff were available to answer any questions. Mayor McLeod opened the floor for public comments, and with no one wishing to speak, closed the public comment period. Mayor McLeod then asked the Council

if there were any questions or comments. Hearing none, he moved to entertain the motion.

Approve, Table or Deny Ordinance #2024-12-02 with Statement of Consistency and Reasonableness

RESULT:	**CARRIED 4-0**
MOVER:	Andria Archer
SECONDER:	Michael Sims
YES:	Andria Archer, Michael Sims, Ruth Anderson, and Gretchen Williams
NO:	None
ABSENT:	Porter Casey

7. QUASI-JUDICIAL HEARING

a. 2023-197-SUP NSC Holdings LLC
(Continued from the November 4, 2024 Meeting)
Presenter: Audrey Duchesne, Senior Planner

Ms. Duchesne stated this SUP was initiated in 2023. It was reported this is an application for a Special Use Permit to build a new 9,750 square foot metal building with associated site improvements to allow the warehouse (6,750 square feet), related office uses (3,000 square feet) and limited outdoor storage (+/- 1,650 square feet) on property. The property size is approximately 1.44 acres, the location of this property is on State Ave near Guy Rd and NC HWY 42 W. It was stated the lot is vacant.

The request is for two uses, one of the requests is for a warehouse. The warehouse use falls under B-3, in the nonresidential, zoning district and would require a Special Use approval. The outdoor storage also falls under the exact same zoning and would require a Special Use approval. The request for office use is already permitted in the B3 district.

Ms. Duchesne presented an associated site plan that was reviewed with the TRC. The first approval was October 1st, and the last approval was December 10, 2024, because outdoor storage was added to the request. It was stated, Town Council would only decide on the Special Use Permit. The TRC has already reviewed the site plan, everything was in compliance with the UDC.

The consistency is with the comprehensive growth plan 2045, the future land use map indicates high density residential. Because of this, it is not consistent with the future land use map, as it encourages residential uses and some commercial uses that support residential areas, such as grocery stores. However, the neighboring uses are commercial and institutional.

It was reported the North, South and East of the studied lot is a CRM which was

B3 before on the UDC. West of the lot is an office institution which is a religious institution. The other reported existing uses are commercial: pest control, automotive repair, and flooring business. Every abutting lots are also under a high density residential as future land use.

The following considerations were mentioned for this Special Use Permit:

- Town Council shall make final decisions regarding the Special Use Permits
- Special Use Permits shall address specific Findings of Fact. The burden of proof is on the applicant. These findings must be met for a Special Use Permit to be approved.
- Town Council shall consider the recommendations(s) in this staff report, and may approve the SUP with the proposed conditions, add or remove conditions (with the agreement of the applicant), deny the application upon finding that one or more of the Findings of Fact are not met, or may send the application back to the Technical Review Committee for additional consideration.

Ms. Duchesne communicated the Findings of Fact:

- That the application will not materially endanger the public health or safety if located where proposed and developed according to the plans as submitted and approved.
- That the application meets all required specifications and conforms to the standards and practices of sound land use planning and the Town Code of Ordinances and other applicable regulations.
- That the application will not substantially injure the value of adjoining or abutting property and will not be detrimental to the use or development of adjacent properties or other neighborhood uses.
- That the application will not adversely affect the adopted plans and policies of the Town or violate the character of existing standards for development of the adjacent properties.

Ms. Duchesne conveyed the Staff recommendations to Council. If approved, staff recommend the conditions to be approved and be placed on the application. The recommended conditions are as follows:

- The development shall be constructed in substantial conformance with the Special Use Permit as approved by the Clayton Town Council and associated Site Plan (2023-197-SP) as approved by Town staff.
- Any conditions imposed as part of the Site Plan (2023-197-SP) approval shall remain in effect.

It was communicated to Council, the applicant was present for any questions.

Mayor McLeod asked if Council had questions. With no questions, the floor was given to the applicant. All parties were sworn in and signed the oath sheet.

Mr. Worth Mills from Long Leaf Law Partners was present on behalf of the property owner and the applicant. He also introduced the following: Mr. Dwight Row and Mr. Brad Hawk from LKN Mechanical Incorporated. Mr. Marty Bizzell, Lead Engineer from BNK Engineering. Mr. Nick Kirkland from Kirkland Appraisal, it was stated he performed the appraisal analysis. Mr. Nate Bouquin, Traffic Engineer with McAdam's, performed the Trip Generation Study

Mr. Mills communicated to Council, the property owner and the applicant propose to build an office and warehouse building with limited outdoor storage at 129 State Avenue. The warehouse and storage uses are Special Uses under the Old Highway Business Zoning District therefore the request tonight. It was stated, five conditions of approval were offered, Council may approve any number of conditions of approval. The five conditions of Special Use Permit approval are as follows:

- The Development shall be constructed in substantial conformance with the Special Use Permit as approved by the Clayton Town Council and associated Site Plan (2023-197-SP) as approved by Town staff.
- Any conditions imposed as part of the Site Plan (2023-197-SP) approval shall remain in effect.
- Following Town Council approval, an electronic copy of the associated site plan and Conditions of Approval shall be submitted to the Planning Department for final approval.
- The Development shall meet all adopted Town of Clayton Unified Development Code (UDC) requirements, Town of Clayton Engineering and Stormwater design standards, and the North Carolina Fire Code and NFPA Fire standards, except where specifically modified by the approved Special Use Permit. The Development reserves the right to seek any administrative or quasi-judicial available under the UDC.
- The Development will utilize LED lighting and external glare shields for all site lighting in order to reduce light leakage at the property lines.

Mr. Mills mentioned that the site is "nearly entirely forested" and is bordered by commercial properties. A Google Maps image was shared, highlighting Eagle Self Storage directly across State Avenue, along with other businesses and commercial properties that create a triangular area formed by Guy Road, State Avenue, and Highway 42. A Google Street View image was shown to Council, which showed the property frontage completely forested.

It was reported this site plan and request were filed under the Town of Clayton's previous development code, and previous zoning map. Mr. Mills presented a slide of the previous zoning map. He stated the green star denotes 129 State Avenue. He continued to state that almost all of the properties abutting it were

zoned Highway Business, with the XRC Church zoned as Office Institutional. The properties zoned for Highway Business has been rezoned to Corridor Commercial, which is similar to this property.

Mr. Mills stated the limited outdoor storage and warehouse use are Special Use Permits and office use is permitted by right.

Mr. Bizzell, a Licensed Professional Engineer with Bass, Nixon, and Kennedy for 23 years, stated that they prepared the following documents: site plan, utility plan, vehicle tracking plan, grading and drainage plan, landscape plan, and the site lighting plan, which was presented this evening.

Mr. Bizzell stated the site is located behind Rainbow Lanes. It was stated the site plan is straightforward. They have provided 23 parking spaces as per the requirement of the UDO. Mr. Bizzell communicated to Council, the approximate 1600 square foot outdoor storage has been indicated on the site plan in the rear with outdoor seating in the back. It was stated the outdoor storage back area would be screened in with an 8-foot opaque wooden fence, with the appropriate landscaping that has been noted on the landscape plan.

It was mentioned along with the required parking spaces, they have provided two loading docks on the side. One of the loading docks would be at grade and the other would be a four-foot loading dock. The vehicle tracking plan shows that being accessible with a 50ft truck, which could get both in and out of the site fairly easily.

Highlights were provided on the Grading and Drainage Plan. It was stated that according to the preliminary drainage layout, everything would be piped and directed to the rear of the site in a wet pond. This is a stormwater control measure, which would meet the nitrogen and PE continuation requirements which were stated in the UDO.

Mr. Bizzell stated the landscaping plan has a mixture of vehicular surface planning for the parking lots, yard plantings and a Class C buffer. He reported they are taking credit for the 8-foot opaque fence.

It was communicated there was a preliminary lighting plan, and there is a request to use LED lighting throughout.

It was reported, they have provided a building elevation. The building was reported to be metal in the staff report. Mr. Bizzell provided a correction, it was stated the building is ephas. The elevation on the side will be at grade, with a loading area as well as a 4 foot loading dock. Mr. Bizzell presented renderings of what the building would look like upon completion.

Mr. Mills expounded on the first of four specific Special Use Permit Standards.

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

- Warehouse use is fully enclosed within the building
- Outdoor storage is located within the property's interior, away from State Street and the sidewalk
- Site plan provides space for service vehicles to turn around within the property, so that these vehicles can enter and exit the property in a forward motion
- 8' tall fence around the outdoor storage area to buffer the use from adjacent properties
- The use will not endanger vehicle or pedestrian traffic along State Avenue, nor will it interfere with adjoining properties' use or enjoyment

Mr. Bouquin, Lead Traffic Engineer with McAdams, Licensed Professional Engineer in North Carolina, South Carolina and Texas, Certified Professional Traffic Operations Engineer. He stated he was brought onboard to review the expected traffic operations for the proposed site. Mr. Bouquin stated a trip generation letter was prepared which reviewed the area roadway infrastructure and the anticipated trip generation for the 9,750 square foot proposed facility site. It was stated they utilized the IT Trip Generation Manual, more specifically the specialty trade contractor. The land use code was used to determine the proposed development is expected to generate approximately 96 daily trips, 16 weekdays AM Peak Hour trips which when broken down would be 12 entering and 4 exiting, and 19 weekday PM peak hour trips when broken down would be 6 entering and 13 exiting. It was stated, Town of Clayton requires a Traffic Impact Analysis if expected trips exceed 1,000 daily trips or 100 peak hour trips. NC DOT requires a Traffic Impact Analysis if a development exceeds 3,000 daily trips. As part of the review, they also considered the access and location of the proposed site. It was stated State Avenue is a local street providing connection between Guy Rd and NC 42. Mr. Bouquin stated State Avenue is not a heavily traveled roadway and is not expected to become one in the future. Based on the latest published information by the NC DOT, the R3410 project will widen NC 42 to a four-lane roadway. This will maintain full movement intersections for both NC 42 at State Avenue as well as Guy Road at NC 42. It was stated due to the proposed site access, available roadway infrastructure and minor trip generation expected by the proposed development, Mr. Bouquin stated the proposed use is expected to have a negligible impact on the adjacent roadway infrastructure and would not negatively impact the health and safety of the public from a traffic operations perspective.

Town Attorney Cauley reminded Mr. Bouquin, Mr. Bizzell and Mr. Mills to sign the sign in sheet. Mr. Bouquin, Mr. Bizzell and Mr. Mills signed the sheet.

Mr. Mills expanded on the second of four specific Special Use Permit Standards.

2. The application has met all required specifications and conforms to the standards and practices of sound land use planning and the Town code of ordinance and other applicable regulations.

- The site plan has been reviewed by Clayton's planning staff and has been approved by TRC on December 10, 2024.
- The applicant has addressed all of the staff's comments.
- Site plan complies with all relevant standards
- The applicant is not seeking any variances or other types of relief to any applicable standards or regulations.

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

Mr. Kirkland approached and signed in and provided his credentials. Mr. Kirkland is a State Certified General Appraiser with Kirkland Appraisals. He is State Certified in North Carolina and seven other States. It was stated the proposed location has had an impact study completed to determine if there would be an impact on the adjoining property values. They looked at the most common types of externalities. It was determined there are not any specific hazardous materials planned for the site that would cause a negative impact to the neighbors. Mr. Kirkland stated there aren't any specific odors related to the proposed development as previously testified. It was reported, the noise would be consistent with other commercial uses in the area and similar to other allowable by right uses of that site. It was stated there are not any stigmas associated with the proposed development. Mr. Kirkland stated there will be a large fence and vegetative buffers per requirements to ameliorate any concerns of appearance. It was communicated to Council, there would be no basis for an impact to the adjoining properties. Mr. Kirkland stated that is largely due to the properties being mostly commercial to flex industrial in nature. It was reported, these uses are the least likely to absorb an impact, those types of uses are typically valued based on the rent they can command and the neighbor developing their property with a use like is proposed here would not impact the rent.

Mr. Kirkland provided a summary of the appraisal analysis:

- Measuring impacts on adjoining industrial properties is challenging.
- Least likely to experience negative impacts from adjoining uses.
- Unique industrial uses provide fewer data points for comparison
- Analysis considered similar locations with outdoor storage in proximity to other industrial uses and religious facilities.
- 3 instances within Clayton
- 1 instance within Cary
- Analysis also considered the various factors of externality that would explain how property use could impact an adjoining property and addressed the possibility of that being a factor at and around the subject property.

Mr. Kirkland provided examples of the three similar locations with outdoor storage in proximity to other uses. The first comparable one that was discussed was Eagle Storage, 900 NC 42 Highway in Clayton. This consists of two parcels to the South where there is an outdoor storage component to a self-storage facility. This is a very consistent use with this immediate area.

The second comparable unit is found on 111 North Tech Drive in Clayton. This is more focused on the outdoor storage, but it shows consistency with it being a typical use, adjoining not just commercial type properties but also some residential uses here in Town.

The third comparable unit is Plantation Self Storage, 65 A Plantation Dr in Clayton. It was communicated this is an storage facility that has outdoor storage as part of it. Mr. Kirkland indicated to Council, the property labeled 110 at the top right of the screen had a "Sale/Resale Analysis" conducted on it. The analysis took a look at when it was sold before the adjoining use was developed and when it was sold after it was developed. A Federal database was used to determine the expected appreciation. It was stated it sold within 3% of the projected appreciation, that was over a 20-year time period. Mr. Kirkland stated this is in strong support of the proposed development not having an impact on the adjoining uses.

Mr. Kirkland spoke on the fourth comparable unit is Packman Mobile Storage, located 8712 Holly Springs Road in Cary. This unit has adjoining residential uses as well as a religious use located. It is located Northwest on Holly Springs Road in Cary. The site where the church is located is large and it was developed close to the adjoining commercial industrial outdoor storage. It was stated, there has not been an impact with it being that close.

Mr. Mills discussed the fourth Special Use Permit Standard.

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

Mr. Mills discussed the Future Land Use map displayed. It was stated the property is within a high density residential designated area. It was also stated, it is within a neighborhood center. Mr. Mills described the High Density Residential being intended for a range of housing types and that can accompany neighborhood commercial uses. The Neighborhood Center designation is intended for neighborhoods serving commercial uses with some office Civic and institutional uses included as well.

Mr. Mills stated because of the type of use that is being proposed, it is a very small limited outdoor storage space of 1600 square feet, and a warehouse use that is fully enclosed with nothing being visible to the nearby residential properties and to the immediately abutting commercial properties. They are

contending that this project is consistent overall with the future land use map designation, more specifically the Neighborhood Center designation. It was mentioned the proposed uses are completely compatible with the types of existing uses along State Avenue. A Google Earth image was shown, and nearby commercial uses were pointed out for Council.

Mr. Mills concluded the presentation and requested all presentation materials and written materials that were submitted be entered into the record. He also stated they are available should Council have questions.

Mayor McLeod asked Council if there were any questions for the applicant. Council Member Archer requested the slide with the five conditions be brought up and asked staff if these conditions been seen by staff and were they in the packet.

Mr. Olmedo stated, staff recommended conditions of approval and they only have two of those conditions. Mr. Olmedo asked if the applicant was proposing to add those conditions as part of the application. Mr. Mills responded that Mr. Bizzell submitted these potentially three to four months ago as part of a submittal. Mr. Bizzell stated they were a separate document submitted three to four months ago during the review. Council Member Archer expressed her interest in condition number five. She stated she liked seeing that and she would support. She wanted to make Council aware of that condition in case they had not seen it. Council Member Archer also wanted to confirm with staff that, that would work.

Town Attorney Cauley requested Mr. Mills address the last sentence in condition number four. Mr. Mills mentioned it does not immediately grant them any potential administrative or quasi-judicial remedies. It was stated, if something were to happen and a slight modification was needed, they would have the ability to do that. It would be either the staff or Council to grant that relief. Mr. Mills stated he used UDC rather than the updated UDO because that was the code under which they were operating. If it is a question of UDC and UDO, that would not be a problem.

Town Attorney Cauley asked Mr. Mills if he would be comfortable removing that sentence. Mr. Mills asked if they would retain the right to seek any administrative or quasi-judicial relief. Town Attorney Cauley stated they would. Mr. Mills responded they would remove it.

Mayor Pro Tem Sims asked if the loading dock would be for 18 wheelers? Mr. Bizzell responded in the affirmative and that it is on the vehicle tracking plan. Mayor Pro Tem Sims inquired would the trip generation numbers show the number of 18 wheelers entering/existing, the number of customers and employees. Mr. Bouquin responded the total number of vehicles would assume to have some of trucks included. It was stated the specific breakdown of the

vehicles isn't something the trip generation manual provides. Mayor Pro Tem Sims asked about the approximate number of 18-wheeler deliveries that would travel Guy Road onto State Road. Mr. Bizzell responded one to two a day would be the max.

Mayor McLeod asked if there was anyone else wishing to speak. Deputy Town Manager Courtney Tanner requested to be sworn in to provide testimony. Mr. Olmedo swore Deputy Town Manager Tanner in. Deputy Town Manager Tanner stated the UDC doesn't allow for LED lighting, they would be required to meet current regulations. She stated if they opted to come under the LED lighting, they would have to modify in order to meet the current requirements.

Mr. Bizzell stated they were aware that the UDO doesn't allow for LED lighting. Their lighting crew stated it would be very difficult not to provide LED lighting. That is why that condition was added so that they would be in compliance by adding LED lighting, which the new code does take into account. Council Member Anderson asked if it would be difficult because of it not being available. Mr. Bizzell replied that the information is staff has provided. Mr. Bizzell stated they intend to provide glare shields.

Mr. Olmedo requested condition number five, with regard to the lighting be repeated. Council Member Archer confirmed the development would utilize LED lighting and external glare shields for all site lighting in order to reduce light leakage at the property lines. Council Member Archer asked if that would be adequate for that condition and if that would accomplish what is needed. Deputy Town Manager Tanner responded, the challenge is under the UDC, the LED is not allowed, and the site plan was submitted under the old UDC. The second challenge is most of the other lighting options are not the norm and finding lighting would be a challenge for them. Deputy Town Manager Tanner recommended to strike it and then to work jointly and determine how to rectify it. There have been times when things were not permitted because industry standards had changed. It was stated SUP doesn't have the ability to modify ordinance regulations but there can be administrative modification with interpretation through the Planning Department and waiving the fee if that would allow them to stand in the old UDC and meet the current technology. Council Member Archer stated we are trying to accomplish something that is wanted. It was communicated, in the new code LED lighting is used but this came in under the old code which does not accommodate that, but there is a process to work it out. Council Member Anderson confirmed to strike it out and then staff and the applicant would work on it jointly. Town Manager Tanner recommended to strike four and five, and allow one, two and three as drafted. Council Member Archer asked if the applicant would be comfortable striking conditions four and five at this time and to be worked on. Mr. Mills stated they were comfortable moving forward with conditions one, two and three as written and striking conditions four and five and working to find a solution with staff. He stated they want to be good neighbors and not create light pollution.

Mayor McLeod asked if there was anyone that wished to speak in opposition. With no one wishing to speak in opposition and being no need to rebuttal, Mayor McLeod called the Council into deliberation.

Council Member Archer expressed thanks to both staff and the applicant for the information provided. It was stated they were both prepared and addressed all concerns. It was stated the use proposed is consistent with the surrounding zoning and she stated that she doesn't have any issues. Council Member Archer communicated her appreciation of the improved building facade. It was stated the application does meet all four findings of fact.

Council Member Archer made a motion to approve ordinance 2024-11-05 with conditions one through three as presented in the hearing this evening.

Approve Ordinance #2024-11-05 With Conditions One Through Three As Presented

RESULT:	**CARRIED 4-0**
MOVER:	Andria Archer
SECONDER:	Michael Sims
YES:	Andria Archer, Michael Sims, Ruth Anderson, and Gretchen Williams,
NO:	None
ABSENT:	Porter Casey

8. OLD BUSINESS

a. 2024-47-CZM Novo Nordisk Art Center
(Continued from the December 2, 2024 Meeting)
(Public Hearing Has Been Closed)
Presenter: Conrad Olmedo, Planning Director

Continue to the January 6, 2025 Meeting

9. NEW BUSINESS

a. Purchase of Real Property - Robertson Mule Stable
Presenter: Rich Cappola, Town Manager

Mr. Cappola reported this is an iconic building which stands proudly at the corner of Second Street and Lombard. The Robertson Mule Stable building has served Clayton for over 100 years. It was stated this purchase was fully funded through the land acquisition reserve that was established last year. This purchase would not impact any current or future planned projects. The next step would be to have our consultants complete the building assessments and to provide

recommendations as to how to maximize the use of this building for the community. Mr. Cappola stated this demonstrates the commitment to preserve Clayton's rich history while creating new opportunities to connect and engage as community.

Mr. Cappola expressed excitement about the opportunity and gratitude to the Robertson family on making this happen.

Adoption of Resolution #2024-124

RESULT:	**CARRIED 4-0**
MOVER:	Michael Sims
SECONDER:	Andria Archer
YES:	Andria Archer, Michael Sims, Ruth Anderson, and Gretchen Williams
NO:	None
ABSENT:	Porter Casey

b. Purchase of Real Property - Covered Bridge Road
Presenter: Rich Cappola, Town Manager

Mr. Cappola stated there has been works on purchasing a property north of the river to be able to better serve the communities in the Riverwood area. He stated a deal is being finalized to purchase a piece of land on Cover Bridge Road across from Loop Road with the intent to close by the end of the year. It was reported this would give a location that would be the fourth police/fire station, that would better suite the community in that area of town.

Adoption of Resolution #2024-125

RESULT:	**CARRIED 4-0**
MOVER:	Michael Sims
SECONDER:	Ruth Anderson
YES:	Andria Archer, Michael Sims, Ruth Anderson, and Gretchen Williams
NO:	None
ABSENT:	Porter Casey

10. STAFF REPORTS

a. Town Manager

Mr. Cappola expressed thanks to Council for all of their support and leadership throughout the last year. It was stated big moves were made including the two approvals from this evening. Mr. Cappola thanked the members of the community. In conclusion, gratitude was expressed to the staff for their hard work and he stated it doesn't go unnoticed.

It was stated Town Hall would be closed December 24 - 26 for the Christmas holiday break as well New Year's Day.

b. Town Attorney

c. Town Clerk

d. Other Staff

11. OTHER BUSINESS

a. Informal Discussion & Public Comment

Mr. Bruce Naglen, a Clayton resident and Vice President of the Clayton Historical Association (CHA), shared his thoughts on the Robertson Mule Stable. He expressed gratitude to the family for allowing the CHA to use the stables over the years to highlight Clayton's history. Mr. Naglen also affirmed that the CHA fully supports the Town's decision to purchase the Robertson Mule Stable, noting their enthusiasm about preserving this important piece of Clayton's heritage. Additionally, he mentioned that the CHA is willing and prepared to participate in discussions about the adaptive reuse of the building to create public spaces.

b. Council Comments

Town Council expressed gratitude and thanks to staff and wished season greetings.

Mayor McLeod recognized the Clayton Rotary Club for hosting an outstanding Christmas parade in downtown Clayton. He extended his wishes for a Merry Christmas and a Happy New Year to everyone. The Mayor reflected on the year, noting that it had been remarkable for the Town of Clayton, thanks to the hard work, dedication, and energy of staff, citizens, employees, and volunteers. Their collective commitment has helped make Clayton a premier community for active families, as well as a wonderful place to live, work, and play. Looking ahead to 2025, Mayor McLeod emphasized that Clayton would continue to offer countless opportunities to explore and create, all while advancing the town’s progress.

12. CLOSED SESSION

a. To Discuss Economic Development in Accordance with NC GS 143-318.11

Motion To Go Into Closed Session

RESULT:	**CARRIED 4-0**
MOVER:	Michael Sims
SECONDER:	Gretchen Williams
YES:	Andria Archer, Michael Sims, Ruth Anderson, and Gretchen

	Williams
NO:	None
ABSENT:	Porter Casey

Motion To Return To Open Session

RESULT:	**CARRIED 4-0**
MOVER:	Michael Sims
SECONDER:	Gretchen Williams
YES:	Andria Archer, Michael Sims, Ruth Anderson, and Gretchen Williams
NO:	None
ABSENT:	Porter Casey

13. ADJOURNMENT

a. Adjourn

With nothing further, the meeting was adjourned at 8:39 p.m.

Motion To Adjourn

RESULT:	**CARRIED 4-0**
MOVER:	Michael Sims
SECONDER:	Ruth Anderson
YES:	Andria Archer, Michael Sims, Ruth Anderson, and Gretchen Williams
NO:	None
ABSENT:	Porter Casey

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

_____
Michael Sims
Mayor Pro Tem

ATTEST:

_____
Heidi L. Holland, CMC, NCCMC
Town Clerk

Town of Clayton
Town Council Work Session Minutes
Monday, January 6, 2025 at 3:00 PM
Rotary Room, Town Hall
111 E. Second Street

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

Council Absent:
None

Staff Present:
Rich Cappola, Town Manager
Jim Cauley, Town Attorney
Heidi Holland, Town Clerk
Robert McKie, Finance Director
Allen Turnage, Electric Director
Ann Game, Revenue & Utility Customer Service Director
John Mack, Information Systems Director
Todd Melton, Budget Manager

1 CALL TO ORDER

a) Mayor McLeod called the meeting to order at 3:03 p.m.

2 ADJUSTMENT OF THE AGENDA

a) **Approve or Adjust the Agenda**

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

3 STAFF INTRODUCTIONS AND RECOGNITIONS

4 ITEMS FOR DISCUSSION

a) 3:00 - 3:45 p.m.
Electric Department Load Management Update
Presenters: Allen Turnage, Electric Director and Ethan Poppe, Project Coordinator

Mr. Cappola stated since the 90s it has been a Town requirement to install load management boxes on all properties; owners could opt into the program and

receive credits on their utility bill. The more appliances enrolled; the more credits received. Out of approximately 15,000 customers, about 3,640 are enrolled; 3,174 AC units are controlled; 2,236 water heaters are controlled; and 2,125 heat pumps are controlled.

Mr. Turnage discussed this program further in detail. He stated the Town's wholesale bill is split in two pieces: energy and demand. Our bill is about 60% demand.

Shared were the costs of the program for FY24:

- $355,000 in credits
- $25,000 per year for electricians to install and inspect boxes
- $51,200 per year for staff and vehicle time
- $132 per switch which equals $39,600 per year (assuming 300 new customers per year
- For a total of $470,820 to continue the program

There was discussion on how the units operate. It was stated there is not an accurate way to tell how many units are working correctly. If a heat unit gets replaced, a lot of the time the boxes are disconnected, and staff is not made aware. Out of the approximately 3,640 boxes, we may only have about 1,800 working. Without sending staff door to door, we do not have a way to find out an accurate number that is working.

The policy did change a few years ago to state we would install the boxes we had on hand and stop installing when those ran out. It was stated if there were major problems with the boxes, we would have to hire an electrician.

Mr. Turnage stated that the Town hired a consultant to analyze the hourly electric consumption data of all residential customers and evaluate the program's effectiveness. The study compared customers enrolled in the program with non-participating customers during load control events. Results indicated that the most effective group consisted of 400 customers with AC and heat pump controls. However, the consultant's analysis found that, overall, the 3,640 enrolled customers had no measurable reduction in load. This means the $470,820 program cost is not producing any measurable benefits, leading to the recommendation for its discontinuation.

Discussed were current customer savings offerings which include Home Energy Audits through ElectriCities, no-interest loans to residential customers for energy efficiency upgrades (new appliances, weather stripping, etc., and residential solar interconnections.

There was discussion on the options of moving forward with the Load Management program. It was stated there would be a cost either way we

choose. The program could be slowly phased out, suddenly stopped, begin a Smart Thermostat program, or rate design. Phasing out the program would involve some combination of not allowing new customers and decreasing credits; this option would have the lowest impact to our existing customers. Suddenly stopping the program would cause payments to stop on all load management credits and the Town may have some customers demand their load management boxes be removed, which would require hiring an electrician. It was stated suddenly stopping the program may be the most expensive option.

Beginning a Smart Thermostat program would help our customers save energy. This option would provide a free smart thermostat in exchange for cancellation of their load management credits. It was stated the rate design involves charging customers a rate that increases the cost of electricity during peak hours. The incentivizes customers to reduce electricity usage during the peak. This is a fairer across-the-board option and is discussed at almost every ElectriCities conference. If a customer uses more during peak, they would pay for it; if they use less during peak, they pay less.

There was discussion on ways to get the boxes back from our customers. Mr. Cappola suggested if a customer applies for a permit and we know they have a box, we can offer to deduct a certain amount off their bill when the box is returned. Council Member Anderson stated it looks like the rate design is the way to go. She stated a big part of this would be educating our citizens. Council Member Casey stated he liked the idea of sunsetting the current program as the rate design program comes online. It was stated the soonest the rate design could happen would be FY27.

5 BREAK

a) 3:45 - 3:50 p.m.

6 ITEMS FOR DISCUSSION

a) 3:50 - 4:15 p.m.
Technology Update
Presenter: John Mack, Chief Information Officer

Mr. Mack stated there was a 3-year plan to move away from VC3 which has almost been met.

Shared were his department's accomplishments:

- Almost 95% of the town migrated away from VC3
- Full network infrastructure upgrade to include NextGen firewalls
- Redundant internet connectively using IPSEC and SDWAN technologies
- Secure offsite backup installation and configuration on include office 365 data

- Internal server infrastructure installation and configuration
- CityWorks, New World, Active Directory migrations
- PC and Laptop iPad refresh
    - To ensure technology stays up to date. He stated he is working on all being on a 3-year replacement cycle.
- GeoTab Implementation
    - This is for all fleet vehicles to use for GPS. It shows data such as seat belt violations and failure to stop at stop signs. He stated we are not fully utilizing the capabilities but would have more of a handle on this in the future.
- PD Toughbook refresh
- New Antivirus and VPN solution
- SharePoint deployment
- Multi Factor Authentication Implementation
- Arctic Wolf Cyber Security Awareness Group
- NinjaOne RMM (Remote Monitoring and Management) for internal remote support and software patching
    - This helps users remote into laptops and can proactively let the end user know if they are running out of space.
- ATT First Net migration
    - For public safety, it has better service. Almost all Town phones have been switched over to this.
- Over 4200 service requests and over 130 new equipment requests completed
    - These requests have different degrees of difficulty.

Current Projects

- Town wide Wireless Infrastructure upgrade
    - There would be a kickoff meeting this Friday.
- Intune Deployment for mobile Device Management
    - This allows IT to have control over devices if in the event an employee leaves and the device is locked.
- Viva Goals configuration and implementation
    - This was discussed at the most recent Council retreat; it would be used to align strategic plan goals.
- SIEM (security information and event management) implementation
    - This is in progress; this piece of software would help us not to be compromised.
- CityWorks Respond Mode deployment
- IT Department Reorganization
    - He stated we have lost a few staff members, and this reorganization would help to keep some of the talent we currently have.
- Town Fiber optic repair upgrade
    - This process to get all the fiber lines tested and repaired and/or replaced. There has been discussion with Lumos on a possible

partnership.
- Town barcoding asset inventory initiative

Future Projects
- Develop IT Master Plan
- Conduct an AI usage survey across dept. to identify pain points and process improvement opportunities
- API Systems integration
- Implement a zero-trust architecture across all endpoints, apps and data
- Enhance collaboration across all departments
- Staff development and skill building
- Data driven decision making

Mayor Pro Tem Sims stated ISSA has individuals from different municipalities; he asked if the Town would like to be a part of that? Mr. Mack stated yes, we are getting to a place where we can implement things like this. He stated we have the capability to do this with the League. Council Member Casey asked about the status of the Town-wide WiFi; Mr. Mack stated he would know more on Friday.

b) 4:15 - 4:40 p.m.
Mid-Year Budget Discussion/FY26 Budget Survey Launch
Presenters: Todd Melton, Budget Manager and Robert McKie, Finance Director

It was stated this is the third year we have conducted a mid-year budget review. Shared were the fund balance categories. Mr. McKie stated based upon the fund balance projection, we would see the operation target is 13.4% which leaves $1.7M for discretionary purposes. He stated $3.9M has been removed for land purchases.

Mr. Melton shared the budget process calendar for the fiscal year. He stated the budget kick off would be in January. The next few things for staff to keep in mind are revenue and expense changes and any positions that need to be added.

Mr. McKie shared and discussed mid-year numbers for the general fund. All departments have plugged in their estimates for the end of the year. We are seeing lower projections for contract services and lower maintenance projections for special projects. He stated salaries and benefits are going to be lower than projects.

A mid-year snapshot for the water and sewer fund was shared. He stated the model used for the budget had higher projections. There would be lower projections for the WWTP contract services and higher projections for Town utility costs. A mid-year for the electric fund was shared. He discussed lower

projection costs for contract services and indicated a workers compensation expense.

He stated the only budget adjustments that have been made have been for the property acquisitions of $3.9M.

Shared were the Operational Budget Considerations:

- Library renovation financing – PAYGO recommended
- Public safety complex & facilities financing strategy – LOBs
- Rolling stock acquisitions (Vehicle Replacement Plan)
- Staffing

Shared were final thoughts:

- Strategic Plan is a living roadmap and will evolve.
- Revaluation strategy – property values are expected to increase a minimum of 60%.
- Town of Clayton maintains a healthy reserve fund.
- Sales tax revenues remain stable (5.77% higher than FY 2024).
- Capital projects and programs included in the capital improvement plan remain a priority for successful completion.
- 40% possibility of an interest rate increase by the Federal Reserve in calendar 2025 due to the strong economy, potential for lower taxes, higher tariffs, and immigration restrictions.
- Ongoing recruitment of quality, professional staff.

Shared were recommended mid-year adjustments:

- Communications – Convert PT Communications Specialist to FT Communications Specialist
- Electric Enterprise – Create Apprenticeship position with intent to convert to FT Lineman after Apprenticeship period
- Human Resources – Create FT Safety Specialist position
- Human Resources – Convert PT File Technician position to FT
- Parks & Recreation – Convert PT Athletics Facility Supervisor to PPT
- Lobbyist contract - $22K for FY26

Mr. Melton stated the official budget launch date would be February 3, 2025. A budget survey would be opened to the public for 6 weeks and all survey questions would be submitted to Council.

7 ADJOURNMENT

a) With nothing further, the meeting was adjourned at 5:14 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 February 2025 while in regular session.

_____
Michael Sims
Mayor Pro Tem

ATTEST:

_____
Heidi L. Holland, CMC, NCCMC
Town Clerk

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

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

Council Absent:
None

Staff Present:
Rich Cappola, Town Manager
Jim Cauley, Town Attorney
Heidi Holland, Town Clerk
Lee Barbee, Deputy Town Manager
David Ranes, Fire Chief
Robert McKie, Finance Director
Nathanael Shelton, Communication Director
Conrad Olmedo, Planning Director
Donald Perry, Engineering Director

1. CALL TO ORDER

a. Call to Order

Mayor McLeod called the meeting to order at 6:00 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. **Approve 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. Resolution Directing the Clerk To Investigate 2024-127-ANX 3967 Powhatan Road Annexation
Presenter: Conrad Olmedo, Planning Director

b. Resolution Directing the Clerk To Investigate 2024-128-ANX 3945 Powhatan Road Annexation
Presenter: Conrad Olmedo, Planning Director

c. To Accept Streets into the Town of Clayton Street System for Permanent Maintenance – Ashcroft Subdivision Section 1, Phase 7
Presenter: Chris Rowland, Engineering

Adopt Consent Agenda as Presented

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

4. ADMINISTRATIVE ITEMS

a. Clayton4U Program Update
Presenter: Nathanael Shelton, Communication Director

Mr. Shelton stated this has been a successful season and they are currently developing topics for the second season. An email was sent and asked Council to pick their favorite videos of the season; these would be shared at the next meeting. Shared was a trailer previewing season two.

5. INTRODUCTIONS AND SPECIAL PRESENTATIONS

6. PUBLIC HEARINGS

7. QUASI-JUDICIAL HEARING

8. OLD BUSINESS

a. 2024-47-CZM Novo Nordisk Art Center
(Continued from the December 16, 2024 Meeting)
(Public Hearing Has Been Closed)
Presenter: Conrad Olmedo, Planning Director

Mayor McLeod stated this item has been continued from the December 16, 2024 meeting and the public hearing has been closed, however, the applicant would like to make a clarification.

Ms. Williford, the Attorney for Novo Nordisk was present. She wanted to clarify a statement made at a prior Council meeting related to the multi-use pathway. Her colleague Donnie Parker accurately stated that Novo would support the installation of the multi-use pathway along the Gordon Road side of the property, most of that area are wetlands. It was not clear they would oppose the multi-use pathway along GLP One Way considering the road is heavy with delivery truck traffic and directly feeds onto Novo Nordisk's secure personal property. She stated they appreciate the Town's policies and ordinances are intended to protect the public interest and recently believe that a public use pathway along GLP One Way would create risk for pedestrians. She stated this clarification had been shared with Planning Director Conrad Olmedo.

Mayor Pro Tem Sims stated he is excited about this Art Center for the employees of Novo Nordisk.

Council Member Archer made a motion to approve this rezoning request with Motion #1 Approval in the statement of consistency and reasonableness; seconded by Mayor Pro Tem Sims. Council Member Archer clarified her motion does include adoption of the conditions of approval signed on January 3, 2025; Mayor Pro Tem Sims agreed.

Approve Ordinance #2024-11-06 with Motion #1 in the Statement of Consistency and Reasonableness to Include Adoption of Conditions of Approval Signed on January 3, 2025

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

9. NEW BUSINESS

a. Interlocal Agreement Between the Town of Clayton and County of Johnston
Presenter: Rich Cappola, Town Manager

Mr. Cappola stated the Town has been working with the County over the last few months to negotiate this agreement to be considered by both boards. This morning the Johnston County Board of Commissioners did approve this agreement. This agreement provides an offsetting revenue in part for services the Town provides to the RTZ in Johnston County. This is a long-term agreement to be able to share those resources. He stated the Town is happy to work with the County.

Approval of Agreement

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

b. RTZ Annexation Application
Presenter: Rich Cappola, Town Manager

Mr. Cappola stated this property has just been rezoned earlier in this meeting and this parcel has been requested to be added into the RTZ. As part of this application, because this parcel is in the Town's ETJ, general statutes require this application be formally adopted by Council and then formally move the parcels identified into the RTZ in Johnston County.

Approval of Application

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

10. STAFF REPORTS

a. Town Manager

Mr. Cappola addressed the recent notices regarding revaluation of properties in Johnston County. He stated there has been a lot of discussion on the impact on our citizens. He directed all to the Johnston County website where they have videos on how this process works. This first step is getting the properties revalued in terms of the current valuation in the current market. As we continue to move through the budgeting process for FY26, the County and the Town would be considering the new tax rate to be associated with the new valuations. As obligated by the general statutes, the Town would provide the revenue neutral rate to what our current .65 cent rate valuations and then Council would decide what the new tax rate would be.

He stated before our citizens get concerned that their taxes would be going up about 60%, please review the information provided by Johnston County.

He stated the elevator in Town Hall has been out of service for most of the month. We were waiting for one part which had arrived. An inspection has been scheduled for next week with the hope of the elevator working by the end

of next week.

b. Town Attorney

c. Town Clerk

d. Other Staff

11. OTHER BUSINESS

a. Informal Discussion & Public Comment

John Scarpa, Clayton resident, thanked all Council and wished them all a Happy New Year. He spoke about the positions on the advisory board and stated he was disappointed he was not selected to serve. He offered his services to any member of the board and stated if there was some tasks he could help with that he would welcome it.

b. Council Comments

Council Member Williams wished all a year of love, laughter and great memories and she looks forward to working with all.

12. CLOSED SESSION

a. To Discuss a Legal Matter in Accordance with NC GS 143-318.11(a)(3); To Discuss Real Property Acquisition in Accordance with NC GS 143-318.11(a)(5); and To Discuss Personnel Matter in Accordance with NC GS 143-318.11(a)(6).

Motion To Go Into Closed Session

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

Motion To Return To Open Session

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

13. ADJOURNMENT

a. Adjourn

With nothing further, the meeting was adjourned at 7:20 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 February 2025 while in regular session.

_____
Michael Sims
Mayor Pro Tem

ATTEST:

_____
Heidi L. Holland, CMC, NCCMC
Town Clerk

TOWN OF CLAYTON
CERTIFICATE OF SUFFICIENCY
Annexation Petition 2024-128-ANX

To the Town Council of the Town of Clayton, North Carolina:

I, Heidi L. Holland, Town Clerk, do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein, in accordance with N.C. G.S. 160A-58.1.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Clayton, this 9th day of January 2025.

Heidi L. Holland

Heidi L. Holland, CMC, NCCMC
Town Clerk

DESCRPTION/ADDRESS:
Pin #:167700-38-9625
Address: 3945 Powhatan Road
Non-Contiguous: 1.57 acres

TOWN OF CLAYTON
INCORPORATED
APRIL 1869
CLAYTON, N.C.

TOWN OF CLAYTON
CERTIFICATE OF SUFFICIENCY
Annexation Petition 2024-127-ANX

To the Town Council of the Town of Clayton, North Carolina:

I, Heidi L. Holland, Town Clerk, do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein, in accordance with N.C. G.S. 160A-58.1.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Clayton, this 9th day of January 2025.

Heidi L. Holland

Heidi L. Holland, CMC, NCCMC
Town Clerk

DESCRPTION/ADDRESS:
Pin #:167700-38-8841
Address: 3967 Powhatan Road
Non-Contiguous: .46 acres

TOWN OF CLAYTON
INCORPORATED
APRIL 1869
CLAYTON, N.C.

Town Council Regular Meeting
Agenda Cover Sheet

Meeting Date	Agenda Location
February 3, 2025	CONSENT AGENDA

Item Title

Resolution To Accept Public Utilities into The Town of Clayton Public Utility System for Maintenance – Carolina Overlook Phases F,G, & K

Presenter(s)

Michael Worner, Engineering

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

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 final acceptance of the subject public utility infrastructure.

Funding Source

N/A

Corresponding Documentation

Carolina Overlook Phases F,G, & K Utility Final Acceptance Resolution

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Submitted By: Michael Worner, Engineering

Reviewed By:

Donald Perry, Engineering Director	Approved - Dec 31 2024
Heidi Holland, Town Clerk	Approved - Jan 02 2025

RESOLUTION #2025-04

Resolution To Accept Public Utilities into The Town of Clayton Public Utility System for Maintenance – Carolina Overlook Phases F, G, & K

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 December 30, 2024, 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
Carolina Overlook	Sewer outfall	8" Sanitary Sewer	1,153 LF
Carolina Overlook	Whirlaway Street	8" Sanitary Sewer	53 LF
Carolina Overlook	Shadowbrook Trail.	8" Sanitary Sewer	587 LF
Carolina Overlook	Secretariat Drive	8" Sanitary Sewer	844 LF
Carolina Overlook	War Admiral Drive	8" Sanitary Sewer	1,329 LF
		Total:	3,966 LF

SUBDIVISION	LOCATION DESCRIPTION	UTILITY TYPE AND SIZE	LENGTH
Carolina Overlook	Shadowbrook Trl.	8" Waterline	619 LF
Carolina Overlook	Whirlaway Street	8" Waterline	294 LF
Carolina Overlook	Secretariat Drive	8" Waterline	842 LF
Carolina Overlook	War Admiral Drive	8" Waterline	1,316 LF
		Total:	3071 LF

Duly adopted this 3rd day of February, 2025.

_____
Michael Sims
Mayor Pro Tem

ATTEST:

_____
Heidi L. Holland, CMC, NCCMC
Town Clerk

Town Council Regular Meeting
Agenda Cover Sheet

Meeting Date	Agenda Location
February 3, 2025	CONSENT AGENDA

Item Title

Resolution To Accept Greenways into The Town of Clayton Greenway System for Maintenance – Highgate Phase 5 Public Greenway

Presenter(s)

Michael Worner, Engineering

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

Public greenways and rights-of-way are required to be designed and built according to the Town of Clayton Manual of Standards, Specifications, and Design. The subject greenways have been verified through inspections to have been installed per the Town's Manual of Standards, Specifications, and Design. Engineering staff recommends acceptance of the subject greenways and entering the one-year warranty period.

Funding Source

N/A

Corresponding Documentation

Highgate Phase 5 Greenway Acceptance Resolution

Submitted By: Michael Worner, Engineering

Reviewed By:

Donald Perry, Engineering Director	Approved - Dec 31 2024
Heidi Holland, Town Clerk	Approved - Jan 02 2025

Resolution # 2025-05

Resolution To Accept Greenways into The Town of Clayton Greenway System for Maintenance – Highgate Phase 5 Public Greenway

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 have 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 December 31, 2025; 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 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
Highgate Phase 5	Highgate Phase 5 at Bridge Ln	Meadowview at Channel Drop Dr.	1,950 LF
			0.37 MI

Duly adopted the 3rd day of February, 2025.

_____
Michael Sims
Mayor Pro Tem

ATTEST:

_____
Heidi L. Holland, CMC, NCCMC
Town Clerk

Town Council Regular Meeting
Agenda Cover Sheet

Meeting Date	Agenda Location
February 3, 2025	CONSENT AGENDA

Item Title

Resolution to Set the Public Hearing Date for 2024-127-ANX 3967 Powhatan Road Annexation

Presenter(s)

Conrad Olmedo, Planning Director

Suggested Action

Adoption of Resolution
Suggested Action (2): Set Public Hearing

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

Applicable General Statute Number: NCGS 160A-58.2

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
☐ Public Hearing (Not Required by GS)
☐ Newspaper Notice (Not Required by GS)
☐ Press Release
☐ Website

☐ Social Media
☐ Special Mailing
☐ Survey
☒ None Required

Summary

Resolution to set a public hearing for 2024-127-ANX, 3967 Powhatan Road Annexation. This is a request to schedule a public hearing for February 17, 2025.

Funding Source

N/A

Corresponding Documentation

1 Annexation Petition_2024-127-ANX_3967 Powhatan

2 Owner's Consent_2024-127-ANX_3967 Powhatan

3 Annexation Plat_2024-127-ANX_3967 Powhatan

4 Legal Description_2024-127-ANX_3967 Powhatan

Resolution #2025-08

Meeting Timeline

January 6, 2025: Authorization for Clerk to Investigate Sufficiency of Petition
January 21, 2025: Setting of Public Hearing for February 17, 2025
February 17, 2025: Anticipated Public Hearing Date for Consideration of Request

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Submitted By: Haley Hogg, Planning

Reviewed By:
Heidi Holland, Town Clerk Approved - Jan 15 2025

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

PETITION FOR VOLUNTARY ANNEXATION

VOLUNTARY ANNEXATION: Upon receipt of a valid petition signed by all the owners of real property in the area described therein, the Town may annex an area either contiguous or not contiguous to its primary corporate limits when the area meets the standards set out under North Carolina General Statutes 160A-31 and 160A-58.1.

Applications are accepted on a rolling basis and can be submitted to the Town of Clayton Planning Department.

www.ClaytonNC.org/Fees

Applicable Fees: Development Submittal Fees Annexation

PROCESS:

Review by Staff: The Planning, Engineering and Public Works Departments review the annexation submission. Comments will be sent to the applicant. There is an initial 15 business day review cycle with 3 Council hearing meetings. Expect an estimated minimum of 2-3 months for review/approval.

Annexation Plat and Legal Description (Metes & Bounds) Submission: The plat and a legal description (metes and bounds) must be submitted with the application and review fee.

Is the proposed land for annexation located outside the Claytex Fire District? ____ Yes __X__ No

**If the proposed land for annexation is located outside of the Claytex Fire District, the Fire District in which the land is located must be notified by the Town, and a payment from the applicant to the Town covering the proportional share of Fire District Debt of the land (as determined by the Fire District) will be required to be made. This process will increase the timeline for approval of these annexations.*

Legal Advertisement: A legal advertisement will be published no more than 25 days and no less than 10 days prior to the date of the public hearing.

Town Council Meeting: The Town Council will pass a resolution directing the Town Clerk to investigate the annexation petition. The Town Clerk will present to the Town Council a Certificate of Sufficiency indicating that the annexation petition is complete. A resolution setting the date of the public hearing is then approved. These first two actions generally occur during the Consent Agenda item on 2 consecutive Town Council meetings.

Public Hearing/Town Council Meeting: The Town Council will either adopt or deny an ordinance to extend the corporate limits of the Town of Clayton. The Public Hearing is generally held during the 3rd Council meeting, following approval of the Certificated Sufficiency and Resolution setting the Public Hearing date.

Recordation: If the annexation is approved by the Town Council, the applicant is required to submit one (1) Mylar annexation plat to the Planning Department for signature. The Annexation Plat shall be recorded at the appropriate county Register of Deeds.

Name of Project: 3967 Powhatan Rd **Date:** 11-19-2024

Applicant Name: Blacktip Properties **Phone:** 919-867-9363 **Email:** Pgormaninc@gmail.com

Petition for Voluntary Annexation Application

1. **Application Type:** ☐ Individual ☐ Corporation ■ LLC ☐ Partnership

2. **The proposed annexation will be:** ☐ Contiguous Annexation ■ Non-Contiguous Annexation

Property Information

To the Town Council of the Town of Clayton, North Carolina:

1. I/We the undersigned owner(s)* of real property respectfully request that the area described in Paragraph 2 below be annexed to the Town of Clayton, North Carolina.

   *If the owner of real property is a corporation or religious entity, attach a copy of the articles of incorporation describing who is/are authorized to sign the petition.

2. The area to be annexed is ☐ contiguous, ■ non-contiguous to the Town of Clayton, North Carolina and the boundaries of such territory are as provided in the boundary plat attached hereto.

3. If contiguous, this annexation will include all intervening rights-of-way for streets, railroads, and other areas as stated in G.S. 160A-31(f), unless otherwise stated in the annexation amendment.

4. Attached is a statement of the schedule for full development of the property to be annexed, which includes the type, number, and estimated value of planned improvements, if applicable.

   Total Acreage to be annexed: 0.46 Existing Housing Units: 1

   Population of acreage to be annexed: 2 Fire District: Clayton

   Existing Zoning District*: LID Proposed Town Zoning District*: _____

   County Recorded Plat Book and Page #: Book 5137 page 370

   Reason for petitioner to annex: X Receive Town Services ____Other (please specify): _____

5. **I/We** acknowledge that any zoning vested rights acquired pursuant to G.S. 160A-385.1 or G.S. 153A-344.1 must be declared and identified on this petition. I/We further acknowledge that failure to declare such rights on this petition shall result in the termination of vested rights previously acquired for the property. (If zoning vested rights are claimed, indicate on the following page, and attach proof.)

FOR OFFICE USE ONLY		
Date Received:	Amount Paid:	Petition Number:

This page must be notarized prior to submitting to the Town for review

Complete ONLY if applying for an individual annexation and if property is owned by individual (s):

_____ Please Print

_____ Signature

_____ Please Print

_____ Signature

Complete ONLY if applying for a Corporation Annexation:

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its secretary by order of its Board of Directors, this ____ day of _____, 20____.

Corporate Name: _____

SEAL

By: _____ (Signature)

Attest: _____ Secretary (Signature)

Complete ONLY if applying for a Limited Liability Company Annexation:

In witness whereof, Blacktop properties LLC a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this 5th day of December, 2024.

Name of Limited Liability Company: Blacktop Properties LLC

By: _____ Signature of Member/Manager

Complete ONLY if applying for a Partnership Annexation:

In witness whereof, _____ a partnership, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this ____ day of _____, 20____.

Name of Partnership: _____

By: _____ Signature of General Partner

By: _____

By: _____ Signature of General Partner

By: _____

STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

Sworn and subscribed before me, Hallie Stokes, a Notary Public for the above State and County, this 5th day of, December, 2024.

_____ Notary Public

SEAL

HALLIE STOKES
NOTARY PUBLIC
WAKE COUNTY, N.C.
Notary # 202228000286

My Commission Expires: 10/05/2027

Voluntary Annexation Plat Checklist

#	Required Plat Items
1.	Fully dimensioned by metes and bounds, and the location of intersecting boundary lines of the existing town limits, labeled and distinctly marked. Include full right-of-way if the area on both sides is or will be in the corporate limits.
2.	Any utility easements with metes and bounds.
3.	Accurate locations and descriptions of all monuments, markers and control points.
4.	Ultimate right-of-way widths on all streets.
5.	Entitle "ANNEXATION MAP FOR THE TOWN OF CLAYTON" OR "SATELLITE ANNEXATION MAP FOR THE TOWN OF CLAYTON," as appropriate.
6.	Name of property owner(s).
7.	Name, seal, and registration of Professionally Licensed Surveyor (PLS).
8.	Date of the survey and map preparation; a north arrow indicating whether the index is true magnetic North Carolina grid (NAD 83 of NAD 27) or deed; graphic scale; and declination.
9.	Names of the township, county, and state.
10.	A detailed vicinity map.
11.	Include address of property if assigned.
12.	Show all contiguous or non-contiguous town limits.
13.	Leave a 2-inch by 2-inch space for the county Register of Deeds stamp on the plat. All final plats must be stamped and signed before they can be accepted by the Town.

Haley Hogg

TOWN OF CLAYTON
Planning Department
111 E. Second St., P.O. Box 879
Clayton, NC 27528
Phone: 919-553-5002
Fax: 919-553-1720

OWNER'S CONSENT FORM

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

Project Name: 3967 & 3945 Powhatan Rd **Address or PIN #:** 3967 & 3945 Powhatan Rd.

AGENT/APPLICANT INFORMATION:

Paul Gorman (Vice President)
(Name - type, print clearly)

PO Box 189
(Address)
Clayton, NC 27528
(City, State, Zip)

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

3967 Powhatan Rd.	Annexation Petition
3945 Powhatan Rd.	Annexation Petition

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

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

OWNER AUTHORIZATION:

Nathan Evans
(Name - type, print clearly)

PO Box 189
(Address)

Clayton, NC 27528
(City, State, Zip)

(Owner's Signature)

STATE OF North Carolina
COUNTY OF Johnston

Sworn and subscribed before me Cameron Sullivan, a Notary Public for the above State and County, this the 11 day of December 2024.

SEAL

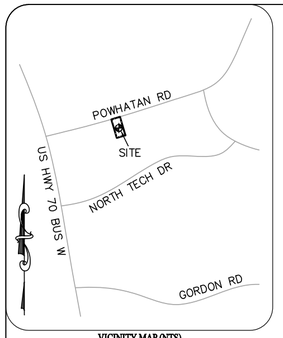
CAMERON D. SULLIVAN NOTARY PUBLIC JOHNSTON COUNTY, NC

Notary Public

My Commission Expires: 8/16/2025

June 2024

Page 1 of 1



VICINITY MAP (NTS)

LEGEND

●	EXISTING IRON ROD
○	EXISTING IRON PIPE
□	EXISTING CONCRETE MONUMENT
△	CALCULATED/SET POINT
———	BOUNDARY LINE
———	ADJOINER LINE
———	RIGHT OF WAY LINE
P.O.L.	POINT ON LINE
AG	ABOVE GROUND
BG	BELOW GROUND
N.T.L.	NEW TOWN LIMITS (NON-CONTIGUOUS)

NOTES:

A. NO GRID MONUMENTS RECOVERED WITHIN 2000' OF THE SUBJECT PROPERTY.
B. SURVEYED ON 08/30/2024.
C. ALL DISTANCES ARE HORIZONTAL GROUND UNLESS OTHERWISE STATED.
D. ALL AREAS COMPUTED BY COORDINATE METHOD.
E. THE PARCEL(S) SHOWN HEREON ARE SUBJECT TO ANY AND ALL EASEMENTS, RIGHT OF WAY AND RESTRICTIONS OF RECORD.
F. LINES NOT SURVEYED ARE SHOWN DASHED.
G. NO TITLE REPORT FURNISHED.
H. ALL ELEVATIONS BASED ON NAVD88/GEOID12B
I. CONTOUR DATA DERIVED FROM FIELD SURVEY AND PUBLISHED LIDAR DATA
J. "RUN OF WHITE OAK SWAMP" ESTIMATED BASED ON ADJOINING PLATS, AERIAL PHOTOGRAPHY, AND FIELD SURVEY. AT THE TIME OF SURVEY THE SWAMP AREA WAS INUNDATED WITH WATER DUE TO BEAVER ACTIVITY.
K. NO ATTEMPT WAS MADE TO LOCATE ANY CEMETERIES, WETLANDS, HAZARDOUS MATERIAL SITES, UNDERGROUND UTILITIES OR ANY OTHER FEATURES ABOVE OR BELOW GROUND OTHER THAN THOSE SHOWN.

CERTIFICATE OF FLOODWAY INFORMATION

PROPERTY SHOWN HEREON ____ IS __X__ IS NOT LOCATED IN A FEMA DESIGNATED FLOOD ZONE.

FLOOD HAZARD PANEL NO. 3720167700k

EFFECTIVE DATE: 06/20/2018

10/30/2024
DATE SURVEYOR

I, MICHAEL STOKES, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (REFERENCES SHOWN HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN THE REFERENCES SHOWN HEREON; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10000 OR GREATER; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 30TH DAY OF OCTOBER, A.D. 2024

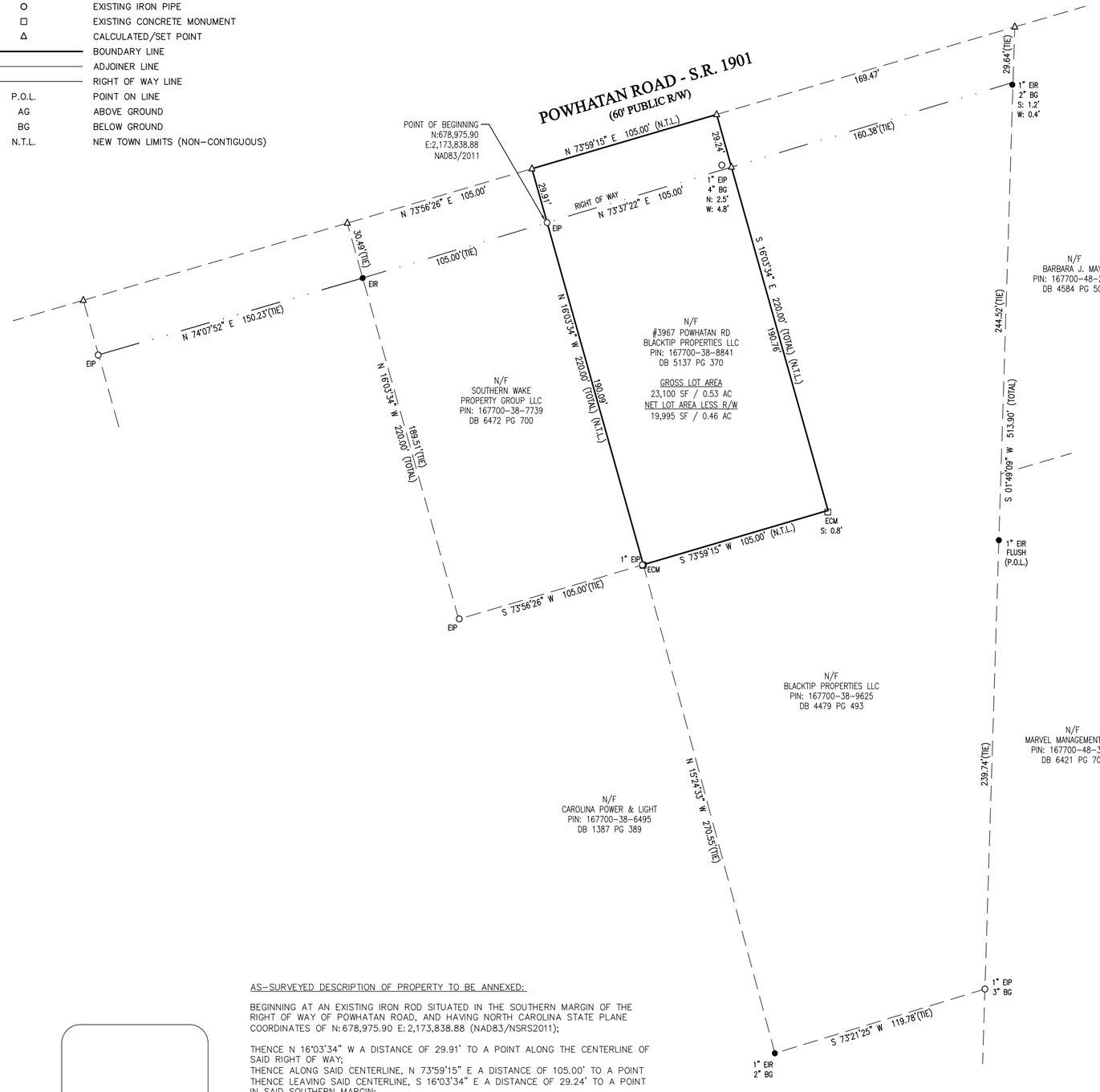
SIGNATURE _____
MICHAEL S. STOKES L-4996

NORTH CAROLINA PROFESSIONAL L-4996 LAND SURVEYOR MICHAEL S. STOKES

PRELIMINARY

I, MICHAEL STOKES, CERTIFY:

THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET



AS-SURVEYED DESCRIPTION OF PROPERTY TO BE ANNEXED:

BEGINNING AT AN EXISTING IRON ROD SITUATED IN THE SOUTHERN MARGIN OF THE RIGHT OF WAY OF POWHATAN ROAD, AND HAVING NORTH CAROLINA STATE PLANE COORDINATES OF N:678,975.90 E:2,173,838.88 (NAD83/NSRS2011);

THENCE N 16°03'34" W A DISTANCE OF 29.91' TO A POINT ALONG THE CENTERLINE OF SAID RIGHT OF WAY;
THENCE ALONG SAID CENTERLINE, N 73°59'15" E A DISTANCE OF 105.00' TO A POINT
THENCE LEAVING SAID CENTERLINE, S 16°03'34" E A DISTANCE OF 29.24' TO A POINT IN SAID SOUTHERN MARGIN;
THENCE LEAVING SAID R/W, S 16°03'34" E A DISTANCE OF 190.76' TO AN EXISTING CONCRETE MONUMENT;
THENCE S 73°59'15" W A DISTANCE OF 105.00' TO AN EXISTING CONCRETE MONUMENT;
THENCE N 16°03'34" W A DISTANCE OF 190.09' TO AN EXISTING IRON ROD;
WHICH IS THE POINT OF BEGINNING;
HAVING AN AREA OF 19,995 SQUARE FEET, 0.46 ACRES, AND BEING THE LESS PORTION OF LANDS DESCRIBED IN DEED BOOK 4479 PAGE 493, JOHNSTON COUNTY REGISTRY, NORTH CAROLINA.

40 0 20 40 80
SCALE: 1" = 40'

STOKES
SURVEYING & MAPPING, PLLC
Firm License # P-1139
1425-105 B Rock Quarry Rd.
Raleigh, NC 27610
(919)-971-7897
www.stokes-surveying.com

SATELLITE ANNEXATION MAP FOR THE TOWN OF CLAYTON:

3967 Powhatan Road

Prepared for:
BLACKTIP PROPERTIES, LLC

SHEET 1 OF 1		
SCALE: 1" = 40'		
REVISION:		
DRAWN BY: PPD	COUNTY: JOHNSTON	STATE: NORTH CAROLINA
CHECKED BY: MSS	TOWNSHIP: CLAYTON	PIN: 167700-38-8841
FIELD BY: AS JH	ZONED: LID	
CADD FILE: 24300		DATE: 10-30-2024

3967 POWHATAN ROAD

AS-SURVEYED DESCRIPTION OF PROPERTY TO BE ANNEXED:

BEGINNING AT AN EXISTING IRON ROD SITUATED IN THE SOUTHERN MARGIN OF THE RIGHT OF WAY OF POWHATAN ROAD, AND HAVING NORTH CAROLINA STATE PLANE COORDINATES OF N:678,975.90 E:2,173,838.88 (NAD83/NSRS2011);

THENCE N 16°03'34" W A DISTANCE OF 29.91' TO A POINT ALONG THE CENTERLINE OF SAID RIGHT OF WAY;
THENCE ALONG SAID CENTERLINE, N 73°59'15" E A DISTANCE OF 105.00' TO A POINT
THENCE LEAVING SAID CENTERLINE, S 16°03'34" E A DISTANCE OF 29.24' TO A POINT IN SAID SOUTHERN MARGIN;
THENCE LEAVING SAID R/W, S 16°03'34" E A DISTANCE OF 190.76' TO AN EXISTING CONCRETE MONUMENT;
THENCE S 73°59'15" W A DISTANCE OF 105.00' TO AN EXISTING CONCRETE MONUMENT;
THENCE N 16°03'34" W A DISTANCE OF 190.09' TO AN EXISTING IRON ROD;
WHICH IS THE POINT OF BEGINNING;
HAVING AN AREA OF 19,995 SQUARE FEET, 0.46 ACRES, AND BEING THE LESS PORTION OF LANDS DESCRIBED IN DEED BOOK 4479 PAGE 493, JOHNSTON COUNTY REGISTRY, NORTH CAROLINA.

Resolution #2025-08

TOWN OF CLAYTON
RESOLUTION TO SET A PUBLIC HEARING FOR A PETITION RECEIVED UNDER NC G.S. 160A-58.2

WHEREAS, a petition requesting annexation of the area described herein has been received; and

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

WHEREAS, certification by the Town Clerk as to the sufficiency of the petition has been made.

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

SECTION 1. A public hearing on the question of annexation of the area described herein will be held at the Clayton Town Hall, Chambers, at 6:00 p.m. on Monday, February 17, 2025.

SECTION 2. The area proposed for annexation is described as follows:

Non-contiguous and approximately .46 acres of property located within the Town's ETJ. PIN # 167700-38-8841.
BEGINNING AT AN EXISTING IRON ROD SITUATED IN THE SOUTHERN MARGIN OF THE RIGHT OF WAY OF POWHATAN ROAD, AND HAVING NORTH CAROLINA STATE PLANE COORDINATES OF N:678,975.90 E:2,173,838.88 (NAD83/NSRS2011);
THENCE N 16°03'34" W A DISTANCE OF 29.91' TO A POINT ALONG THE CENTERLINE OF SAID RIGHT OF WAY;
THENCE ALONG SAID CENTERLINE, N 73°59'15" E A DISTANCE OF 105.00' TO A POINT
THENCE LEAVING SAID CENTERLINE, S 16°03'34" E A DISTANCE OF 29.24' TO A POINT IN SAID SOUTHERN MARGIN;
THENCE LEAVING SAID R/W, S 16°03'34" E A DISTANCE OF 190.76' TO AN EXISTING CONCRETE MONUMENT;
THENCE S 73°59'15" W A DISTANCE OF 105.00' TO AN EXISTING CONCRETE MONUMENT;
THENCE N 16°03'34" W A DISTANCE OF 190.09' TO AN EXISTING IRON ROD;
WHICH IS THE POINT OF BEGINNING;

HAVING AN AREA OF 19,995 SQUARE FEET, 0.46 ACRES, AND BEING THE LESS PORTION OF LANDS DESCRIBED IN DEED BOOK 4479 PAGE 493, JOHNSTON COUNTY REGISTRY, NORTH CAROLINA.

SECTION 3. Notice of the public hearing shall be published in the Johnstonian News, a newspaper having general circulation in the Town of Clayton, at least ten days prior to the date of the public hearing.

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

_____
Michael Sims
Mayor Pro Tem

ATTEST:

_____
Heidi Holland, CMC, NCCMC
Town Clerk

DESCRIPTION/ADDRESS:
Address: 3967 Powhatan Road
Pin #: 167700-38-8841
Non-Contiguous; .46 acres

Town Council Regular Meeting
Agenda Cover Sheet

Meeting Date	Agenda Location
February 3, 2025	CONSENT AGENDA

Item Title

Resolution to Set Public Hearing Date for 2024-128-ANX, 3945 Powhatan Road Annexation

Presenter(s)

Conrad Olmedo, Planning Director

Suggested Action

Adoption of Resolution
Suggested Action (2): Set Public Hearing

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

Applicable General Statute Number: NCGS 160A-58.1

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
☐ Public Hearing (Not Required by GS)
☐ Newspaper Notice (Not Required by GS)
☐ Press Release
☐ Website

☐ Social Media
☐ Special Mailing
☐ Survey
☒ None Required

Summary

Resolution to set a public hearing for 2024-128-ANX, 3945 Powhatan Road Annexation. This is a request to schedule a public hearing for February 17, 2025.

Funding Source

N/A

Corresponding Documentation

01_Annexation Petition_2024-128-ANX_3945 Powhatan

02_Owner's Consent Form_2024-128-ANX_3945 Powhatan

03_3945 Powhatan Road - 2024-128 - ANX - signed

04_Annexation Plat_2024-128-ANX_3945 Powhatan

05_Legal Description_2024-128-ANX_3945 Powhatan

Resolution #2025-09

Meeting Timeline

January 6, 2025: Resolution allowing Clerk to Investigate Sufficiency of Request
January 21, 2025: Resolution to Schedule a Public Hearing
February 17, 2025: Anticipated Public Hearing Date

Submitted By: Haley Hogg, Planning

Reviewed By:
Heidi Holland, Town Clerk Approved - Jan 15 2025

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

PETITION FOR VOLUNTARY ANNEXATION

VOLUNTARY ANNEXATION: Upon receipt of a valid petition signed by all the owners of real property in the area described therein, the Town may annex an area either contiguous or not contiguous to its primary corporate limits when the area meets the standards set out under North Carolina General Statutes 160A-31 and 160A-58.1.

Applications are accepted on a rolling basis and can be submitted to the Town of Clayton Planning Department.

www.ClaytonNC.org/Fees

Applicable Fees: Development Submittal Fees Annexation

PROCESS:

Review by Staff: The Planning, Engineering and Public Works Departments review the annexation submission. Comments will be sent to the applicant. There is an initial 15 business day review cycle with 3 Council hearing meetings. Expect an estimated minimum of 2-3 months for review/approval.

Annexation Plat and Legal Description (Metes & Bounds) Submission: The plat and a legal description (metes and bounds) must be submitted with the application and review fee.

Is the proposed land for annexation located outside the Claytex Fire District? ___ Yes _X_ No

**If the proposed land for annexation is located outside of the Claytex Fire District, the Fire District in which the land is located must be notified by the Town, and a payment from the applicant to the Town covering the proportional share of Fire District Debt of the land (as determined by the Fire District) will be required to be made. This process will increase the timeline for approval of these annexations.*

Legal Advertisement: A legal advertisement will be published no more than 25 days and no less than 10 days prior to the date of the public hearing.

Town Council Meeting: The Town Council will pass a resolution directing the Town Clerk to investigate the annexation petition. The Town Clerk will present to the Town Council a Certificate of Sufficiency indicating that the annexation petition is complete. A resolution setting the date of the public hearing is then approved. These first two actions generally occur during the Consent Agenda item on 2 consecutive Town Council meetings.

Public Hearing/Town Council Meeting: The Town Council will either adopt or deny an ordinance to extend the corporate limits of the Town of Clayton. The Public Hearing is generally held during the 3rd Council meeting, following approval of the Certificated Sufficiency and Resolution setting the Public Hearing date.

Recordation: If the annexation is approved by the Town Council, the applicant is required to submit one (1) Mylar annexation plat to the Planning Department for signature. The Annexation Plat shall be recorded at the appropriate county Register of Deeds.

Name of Project: 3945 Powhatan Rd **Date:** 11-19-2024

Applicant Name: Blacktip Properties **Phone:** 919-867-9363 **Email:** Pgormaninc@gmail.com

Petition for Voluntary Annexation Application

1. **Application Type:** ☐ Individual ☐ Corporation ■ LLC ☐ Partnership

2. **The proposed annexation will be:** ☐ Contiguous Annexation ■ Non-Contiguous Annexation

Property Information

To the Town Council of the Town of Clayton, North Carolina:

1. I/We the undersigned owner(s)* of real property respectfully request that the area described in Paragraph 2 below be annexed to the Town of Clayton, North Carolina.

   *If the owner of real property is a corporation or religious entity, attach a copy of the articles of incorporation describing who is/are authorized to sign the petition.

2. The area to be annexed is ☐ contiguous, ■ non-contiguous to the Town of Clayton, North Carolina and the boundaries of such territory are as provided in the boundary plat attached hereto.

3. If contiguous, this annexation will include all intervening rights-of-way for streets, railroads, and other areas as stated in G.S. 160A-31(f), unless otherwise stated in the annexation amendment.

4. Attached is a statement of the schedule for full development of the property to be annexed, which includes the type, number, and estimated value of planned improvements, if applicable.

   Total Acreage to be annexed: 1.57 Existing Housing Units: 1

   Population of acreage to be annexed: 2 Fire District: Clayton

   Existing Zoning District*: LID Proposed Town Zoning District*: _____

   County Recorded Plat Book and Page #: Book 4479 page 493

   Reason for petitioner to annex: X Receive Town Services ____Other (please specify): _____

5. **I/We** acknowledge that any zoning vested rights acquired pursuant to G.S. 160A-385.1 or G.S. 153A-344.1 must be declared and identified on this petition. I/We further acknowledge that failure to declare such rights on this petition shall result in the termination of vested rights previously acquired for the property. (If zoning vested rights are claimed, indicate on the following page, and attach proof.)

FOR OFFICE USE ONLY		
Date Received:	Amount Paid:	Petition Number:

This page must be notarized prior to submitting to the Town for review

Complete ONLY if applying for an individual annexation and if property is owned by individual (s):

_____ Please Print

_____ Signature

_____ Please Print

_____ Signature

Complete ONLY if applying for a Corporation Annexation:

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its secretary by order of its Board of Directors, this ____ day of _____, 20____.

Corporate Name: _____

SEAL

By: _____ (Signature)

Attest: _____ Secretary (Signature)

Complete ONLY if applying for a Limited Liability Company Annexation:

In witness whereof, Blacktip Properties LLC a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this 05 day of December, 2024.

Name of Limited Liability Company: Blacktip Properties LLC

By: _____ Signature of Member/Manager

Complete ONLY if applying for a Partnership Annexation:

In witness whereof, _____ a partnership, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this ____ day of _____, 20____.

Name of Partnership: _____

By: _____ Signature of General Partner

By: _____

By: _____ Signature of General Partner

By: _____

STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

Sworn and subscribed before me, Hallie Stokes, a Notary Public for the above State and County, this Fifth day of, December, 2024.

SEAL

HALLIE STOKES
NOTARY PUBLIC
WAKE COUNTY, N.C.
Notary # 202228000286

_____ Notary Public

My Commission Expires: 10/05/2027

Voluntary Annexation Plat Checklist

#	Required Plat Items
1.	Fully dimensioned by metes and bounds, and the location of intersecting boundary lines of the existing town limits, labeled and distinctly marked. Include full right-of-way if the area on both sides is or will be in the corporate limits.
2.	Any utility easements with metes and bounds.
3.	Accurate locations and descriptions of all monuments, markers and control points.
4.	Ultimate right-of-way widths on all streets.
5.	Entitle "ANNEXATION MAP FOR THE TOWN OF CLAYTON" OR "SATELLITE ANNEXATION MAP FOR THE TOWN OF CLAYTON," as appropriate.
6.	Name of property owner(s).
7.	Name, seal, and registration of Professionally Licensed Surveyor (PLS).
8.	Date of the survey and map preparation; a north arrow indicating whether the index is true magnetic North Carolina grid (NAD 83 of NAD 27) or deed; graphic scale; and declination.
9.	Names of the township, county, and state.
10.	A detailed vicinity map.
11.	Include address of property if assigned.
12.	Show all contiguous or non-contiguous town limits.
13.	Leave a 2-inch by 2-inch space for the county Register of Deeds stamp on the plat. All final plats must be stamped and signed before they can be accepted by the Town.

Haley Hogg

TOWN OF CLAYTON
Planning Department
111 E. Second St., P.O. Box 879
Clayton, NC 27528
Phone: 919-553-5002
Fax: 919-553-1720

OWNER'S CONSENT FORM

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

Project Name: 3967 & 3945 Powhatan Rd **Address or PIN #:** 3967 & 3945 Powhatan Rd.

AGENT/APPLICANT INFORMATION:

Paul Gorman (Vice President)
(Name - type, print clearly)

PO Box 189
(Address)
Clayton, NC 27528
(City, State, Zip)

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

3967 Powhatan Rd.	Annexation Petition
3945 Powhatan Rd.	Annexation Petition

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

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

OWNER AUTHORIZATION:

Nathan Evans
(Name - type, print clearly)

PO Box 189
(Address)

Clayton, NC 27528
(City, State, Zip)

(Owner's Signature)

STATE OF North Carolina
COUNTY OF Johnston

Sworn and subscribed before me Cameron Sullivan, a Notary Public for the above State and County, this the 11 day of December 2024.

SEAL

CAMERON D. SULLIVAN NOTARY PUBLIC JOHNSTON COUNTY, NC

Notary Public

My Commission Expires: 8/16/2025

June 2024

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

TRC CERTIFICATION

December 19, 2024

Blacktip Properties, LLC
3945 Powhatan Road
Raleigh, NC 27612
Pgormanin@gmail.com

Re: 3945 Powhatan Road – 2024-128 - ANX

Mr. Diegel,

The project listed above received certification from the Technical Review Committee on **12/19/2024**.

The project is now *tentatively* scheduled for the following Council meetings:

Town Council: January 6th –authorize clerk to investigate sufficiency of the petition
Town Council: January 21st –schedule a public hearing for the annexation petition
Town Council: February 17th – public hearing for annexation petition

Planning staff will contact you regarding next steps, or if any additional information is needed ahead of your tentative meeting dates.

Please contact the Planning Director if you have any questions at 919-553-5002 ext.5402 or Colmedo@townofclaytonnc.org.

Thank you,

Aileen Menjivar
Development Services Coordinator
amenjivar@townofclaytonnc.org
(919) 359-8717

TRC Certification:

Conrad Olmedo (Dec 19, 2024 09:53 EST)
Planning Director

12/19/2024
Date

Updated February 2024

3945 Powhatan Road - 2024-128 - ANX

Final Audit Report 2024-12-19

Created:	2024-12-19
By:	Aileen Menjivar (amenjivar@townofclaytonnc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7wuZnEKMZLRm56hI8mKm5TPBg0L3Jwo8

"3945 Powhatan Road - 2024-128 - ANX" History

Document created by Aileen Menjivar (amenjivar@townofclaytonnc.org)
2024-12-19 - 2:16:42 PM GMT

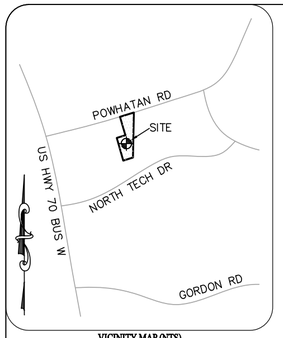
Document emailed to Conrad Olmedo (colmedo@townofclaytonnc.org) for signature
2024-12-19 - 2:16:46 PM GMT

Email viewed by Conrad Olmedo (colmedo@townofclaytonnc.org)
2024-12-19 - 2:53:36 PM GMT

Document e-signed by Conrad Olmedo (colmedo@townofclaytonnc.org)
Signature Date: 2024-12-19 - 2:53:59 PM GMT - Time Source: server

Agreement completed.
2024-12-19 - 2:53:59 PM GMT

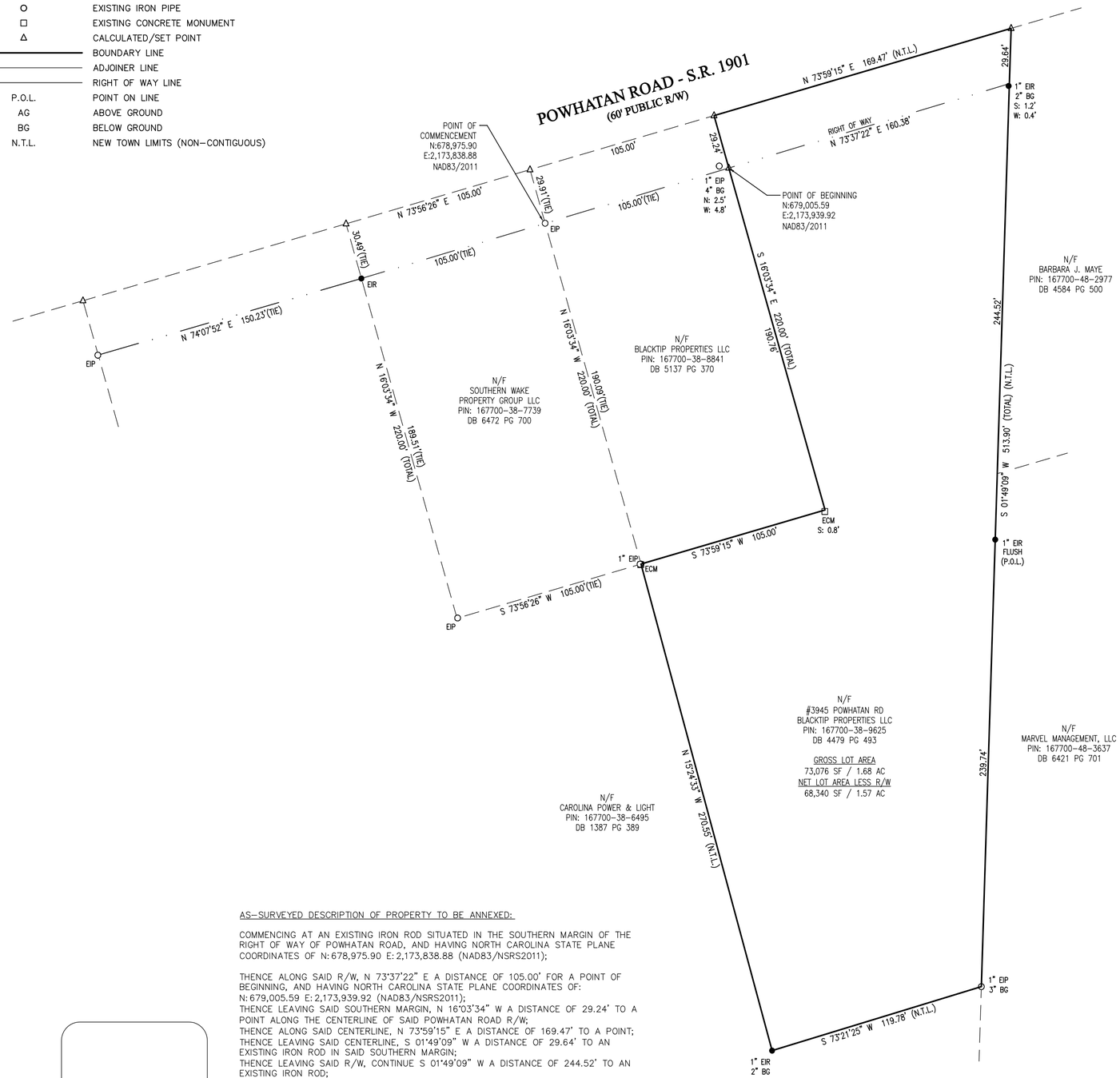
Adobe Acrobat Sign



VICINITY MAP (NTS)

LEGEND

●	EXISTING IRON ROD
○	EXISTING IRON PIPE
□	EXISTING CONCRETE MONUMENT
△	CALCULATED/SET POINT
———	BOUNDARY LINE
———	ADJOINER LINE
———	RIGHT OF WAY LINE
P.O.L.	POINT ON LINE
AG	ABOVE GROUND
BG	BELOW GROUND
N.T.L.	NEW TOWN LIMITS (NON-CONTIGUOUS)



SCALE: 1" = 40'

NOTES:

A. NO GRID MONUMENTS RECOVERED WITHIN 2000' OF THE SUBJECT PROPERTY.
B. SURVEYED ON 08/30/2024.
C. ALL DISTANCES ARE HORIZONTAL GROUND UNLESS OTHERWISE STATED.
D. ALL AREAS COMPUTED BY COORDINATE METHOD.
E. THE PARCEL(S) SHOWN HEREON ARE SUBJECT TO ANY AND ALL EASEMENTS, RIGHT OF WAY AND RESTRICTIONS OF RECORD.
F. LINES NOT SURVEYED ARE SHOWN DASHED.
G. NO TITLE REPORT FURNISHED.
H. ALL ELEVATIONS BASED ON NAVD88/GEOID12B
I. CONTOUR DATA DERIVED FROM FIELD SURVEY AND PUBLISHED LIDAR DATA
J. "RUN OF WHITE OAK SWAMP" ESTIMATED BASED ON ADJOINING PLATS, AERIAL PHOTOGRAPHY, AND FIELD SURVEY. AT THE TIME OF SURVEY THE SWAMP AREA WAS INUNDATED WITH WATER DUE TO BEAVER ACTIVITY.
K. NO ATTEMPT WAS MADE TO LOCATE ANY CEMETERIES, WETLANDS, HAZARDOUS MATERIAL SITES, UNDERGROUND UTILITIES OR ANY OTHER FEATURES ABOVE OR BELOW GROUND OTHER THAN THOSE SHOWN.

CERTIFICATE OF FLOODWAY INFORMATION

PROPERTY SHOWN HEREON ____ IS __X__ IS NOT LOCATED IN A FEMA DESIGNATED FLOOD ZONE.

FLOOD HAZARD PANEL NO. __3720167700k____

EFFECTIVE DATE: ___06/20/2018_____

10/30/2024
DATE SURVEYOR

I, MICHAEL STOKES, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (REFERENCES SHOWN HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN THE REFERENCES SHOWN HEREON; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10000 OR GREATER; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 30TH DAY OF OCTOBER, A.D. 2024

SIGNATURE _____
MICHAEL S. STOKES L-4996

NORTH CAROLINA PROFESSIONAL LAND SURVEYOR MICHAEL S. STOKES L-4996

PRELIMINARY

I, MICHAEL STOKES, CERTIFY:

THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET

AS-SURVEYED DESCRIPTION OF PROPERTY TO BE ANNEXED:

COMMENCING AT AN EXISTING IRON ROD SITUATED IN THE SOUTHERN MARGIN OF THE RIGHT OF WAY OF POWHATAN ROAD, AND HAVING NORTH CAROLINA STATE PLANE COORDINATES OF N: 678,975.90 E: 2,173,838.88 (NAD83/NSRS2011);

THENCE ALONG SAID R/W, N 73°37'22" E A DISTANCE OF 105.00' FOR A POINT OF BEGINNING, AND HAVING NORTH CAROLINA STATE PLANE COORDINATES OF: N: 679,005.59 E: 2,173,939.92 (NAD83/NSRS2011);
THENCE LEAVING SAID SOUTHERN MARGIN, N 16°03'34" W A DISTANCE OF 29.24' TO A POINT ALONG THE CENTERLINE OF SAID POWHATAN ROAD R/W;
THENCE ALONG SAID CENTERLINE, N 73°59'15" E A DISTANCE OF 169.47' TO A POINT;
THENCE LEAVING SAID CENTERLINE, S 01°49'09" W A DISTANCE OF 29.64' TO AN EXISTING IRON ROD IN SAID SOUTHERN MARGIN;
THENCE LEAVING SAID R/W, CONTINUE S 01°49'09" W A DISTANCE OF 244.52' TO AN EXISTING IRON ROD;
THENCE CONTINUE S 01°49'09" W A DISTANCE OF 239.74' TO AN EXISTING IRON PIPE;
THENCE S 73°21'25" W A DISTANCE OF 119.78' TO AN EXISTING IRON ROD;
THENCE N 15°24'33" W A DISTANCE OF 270.55' TO AN EXISTING CONCRETE MONUMENT;
THENCE N 73°59'15" E A DISTANCE OF 105.00' TO AN EXISTING CONCRETE MONUMENT;
THENCE N 16°03'34" W A DISTANCE OF 190.76' TO A POINT;
WHICH IS THE POINT OF BEGINNING;
HAVING AN AREA OF 68,340 SQUARE FEET, 1.57 ACRES, AND BEING ALL OF LANDS DESCRIBED IN DEED BOOK 4479 PAGE 493, JOHNSTON COUNTY REGISTRY, NORTH CAROLINA.

STOKES
SURVEYING & MAPPING, PLLC
Firm License # P-1139
1425-105 B Rock Quarry Rd.
Raleigh, NC 27610
(919)-971-7897
www.stokes-surveying.com

SATELLITE ANNEXATION MAP FOR THE TOWN OF CLAYTON:

3945 Powhatan Road

Prepared for:
BLACKTIP PROPERTIES, LLC

SHEET 1 OF 1		
SCALE: 1" = 40'		
REVISION:		
DRAWN BY: PPD	COUNTY: JOHNSTON	STATE: NORTH CAROLINA
CHECKED BY: MSS	TOWNSHIP: CLAYTON	PIN: 167700-38-9625
FIELD BY: AS JH	ZONED: LID	
CADD FILE: 24300		DATE: 10-30-2024

3945 POWHATAN ROAD

AS-SURVEYED DESCRIPTION OF PROPERTY TO BE ANNEXED:

COMMENCING AT AN EXISTING IRON ROD SITUATED IN THE SOUTHERN MARGIN OF THE RIGHT OF WAY OF POWHATAN ROAD, AND HAVING NORTH CAROLINA STATE PLANE COORDINATES OF N:678,975.90 E:2,173,838.88 (NAD83/NSRS2011);

THENCE ALONG SAID R/W, N 73°37'22" E A DISTANCE OF 105.00' FOR A POINT OF BEGINNING, AND HAVING NORTH CAROLINA STATE PLANE COORDINATES OF: N:679,005.59 E:2,173,939.92 (NAD83/NSRS2011);
THENCE LEAVING SAID SOUTHERN MARGIN, N 16°03'34" W A DISTANCE OF 29.24' TO A POINT ALONG THE CENTERLINE OF SAID POWHATAN ROAD R/W;
THENCE ALONG SAID CENTERLINE, N 73°59'15" E A DISTANCE OF 169.47' TO A POINT;
THENCE LEAVING SAID CENTERLINE, S 01°49'09" W A DISTANCE OF 29.64' TO AN EXISTING IRON ROD IN SAID SOUTHERN MARGIN;
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THENCE CONTINUE S 01°49'09" W A DISTANCE OF 239.74' TO AN EXISTING IRON PIPE;
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THENCE N 16°03'34" W A DISTANCE OF 190.76' TO A POINT;
WHICH IS THE POINT OF BEGINNING;
HAVING AN AREA OF 68,340 SQUARE FEET, 1.57 ACRES, AND BEING ALL OF LANDS DESCRIBED IN DEED BOOK 4479 PAGE 493, JOHNSTON COUNTY REGISTRY, NORTH CAROLINA.

Resolution #2025-09

TOWN OF CLAYTON
RESOLUTION TO SET A PUBLIC HEARING FOR A PETITION RECEIVED UNDER NC G.S. 160A-58.2

WHEREAS, a petition requesting annexation of the area described herein has been received; and

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

WHEREAS, certification by the Town Clerk as to the sufficiency of the petition has been made.

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

SECTION 1. A public hearing on the question of annexation of the area described herein will be held at the Clayton Town Hall, Chambers, at 6:00 p.m. on Monday, February 17, 2025.

SECTION 2. The area proposed for annexation is described as follows:

PIN # 167700-38-8841

COMMENCING AT AN EXISTING IRON ROD SITUATED IN THE SOUTHERN MARGIN OF THE RIGHT OF WAY OF POWHATAN ROAD, AND HAVING NORTH CAROLINA STATE PLANE COORDINATES OF N:678,975.90 E:2,173,838.88 (NAD83/NSRS2011);

THENCE ALONG SAID R/W, N 73°37'22" E A DISTANCE OF 105.00' FOR A POINT OF BEGINNING, AND HAVING NORTH CAROLINA STATE PLANE COORDINATES OF: N:679,005.59 E:2,173,939.92 (NAD83/NSRS2011);
THENCE LEAVING SAID SOUTHERN MARGIN, N 16°03'34" W A DISTANCE OF 29.24' TO A POINT ALONG THE CENTERLINE OF SAID POWHATAN ROAD R/W;
THENCE ALONG SAID CENTERLINE, N 73°59'15" E A DISTANCE OF 169.47' TO A POINT;
THENCE LEAVING SAID CENTERLINE, S 01°49'09" W A DISTANCE OF 29.64' TO AN EXISTING IRON ROD IN SAID SOUTHERN MARGIN;
THENCE LEAVING SAID R/W, CONTINUE S 01°49'09" W A DISTANCE OF 244.52' TO AN EXISTING IRON ROD;

THENCE CONTINUE S 01°49'09" W A DISTANCE OF 239.74' TO AN EXISTING IRON PIPE;
THENCE S 73°21'25" W A DISTANCE OF 119.78' TO AN EXISTING IRON ROD;
THENCE N 15°24'33" W A DISTANCE OF 270.55' TO AN EXISTING CONCRETE MONUMENT;
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THENCE N 16°03'34" W A DISTANCE OF 190.76' TO A POINT;
WHICH IS THE POINT OF BEGINNING;
HAVING AN AREA OF 68,340 SQUARE FEET, 1.57 ACRES, AND BEING ALL OF LANDS DESCRIBED IN DEED BOOK 4479 PAGE 493, JOHNSTON COUNTY REGISTRY, NORTH CAROLINA.

SECTION 3. Notice of the public hearing shall be published in the Johnstonian News, a newspaper having general circulation in the Town of Clayton, at least ten days prior to the date of the public hearing.

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

_____
Michael Sims
Mayor Pro Tem

ATTEST:

_____
Heidi Holland, CMC, NCCMC
Town Clerk

DESCRIPTION/ADDRESS:
Address: 3945 Powhatan Road
Pin #: 167700-38-8841
Contiguous; 1.57 acres

Town Council Regular Meeting
Agenda Cover Sheet

Meeting Date	Agenda Location
February 3, 2025	CONSENT AGENDA

Item Title

Second St. and Atkinson St. Utility Improvements Project Award

Suggested Action

Approval of Bid Award
Suggested Action (2): 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? Yes

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

On January 9th, 2025, staff received sealed bids for Second & Atkinson Utility Improvements. Select water and sewer lines along Second St. from Hardee St. to S. Lombard St., Atkinson St. from S. Moore St. to Main St., and W. Horne from Atkinson St. to S. Moore St. are in need of replacement. Project supports the Sustainable Infrastructure Investment for the Town. Corbett Constructing Inc. was the lowest bidder with a base bid in the amount of $1,333,153.00. The lowest unit price bid is within the project budget.

Recommendation

Per Town of Clayton Purchasing Policies and North Carolina General Statutes, Construction projects over $500,000 require formal bid procedures, which includes award of the contract from Town Council. Town staff have verified all the necessary documents are in order and recommend awarding the contract to Corbett Construction Inc. for a total contract of $1,333,153.00. Proposed contract is based on standard Town construction contract and has been reviewed by contracts office. Contract time is 120 days to substantial completion. Staff request Town Council authorize Town Manager or designee to execute construction contract and any change orders required to deliver the project within budget.

Funding Source

N/A

Cost

Yes

Corresponding Documentation

Bid Tabulation

Second and Atkinson Utilty Improvements Award of Bid Resolution

Corbett Contracting Bid Packet Second and Atkinson v2

Submitted By: Mark Moore, Engineering

Reviewed By:

Donald Perry, Engineering Director	Approved - Jan 28 2025
Rich Cappola, Town Manager	Approved - Jan 29 2025
Heidi Holland, Town Clerk	Approved - Jan 29 2025

Company	Corbett Construction I	Moffat Pipe	Axis Utility Inc
Bid Bond	Yes	Yes	Yes
Bid Final Amount	$1,333,153.00	$2,028,847.00	$1,878,650.00
Bid Documents			
Qualifications Statement	Yes	Yes	Yes
Equipment List	Yes	Yes	Yes
Bidders Certification	Yes	Yes	Yes
Non-Collusive	Yes	Yes	Yes
Non-Discrimination	Yes	Yes	Yes
Equal Employment	Yes	Yes	Yes
MWBE Identification	Yes	Yes	Yes
Affidavit A or B	A with 65 Points	A with 55 Points	A with 50 Points
Addendum 1	Yes	Yes	Yes
Photocopy of CG	Yes	Yes	Yes
Cert of Bus. License	Yes	Yes	Yes
Self Perform 40%	Yes	No	No
Sub List	Yes	Yes	Yes
E-Verifty Affidavit	Yes	Yes	Yes

	Second St.			Corbett Construction Inc	Moffat Pipe	Axis Utility Inc
1	DROP INLET PROTECTION	EA	2	$1,500.00	$400.00	$1,500.00
2	0-2" MILLING ASPHALT	SY	1900	$7,600.00	$24,700.00	$57,000.00
3	2" ASPHALT	TON	220	$36,300.00	$59,400.00	$49,500.00
4	REMOVE & REPLACE CURB	LF	25	$3,750.00	$2,500.00	$2,500.00
5	SEWER - BYPASS PUMPING	LS	1	$40,000.00	$36,200.00	$16,000.00
6	REMOVE and REPLACE SEWER - 8" PVC MAIN	LF	500	$65,000.00	$127,500.00	$82,500.00
7	REMOVE and REPLACE SEWER - 4" PVC SERVICE	EA	14	$52,500.00	$3,514.00	$50,400.00
8	SEWER – INSTALL MANHOLE	EA	1	$9,500.00	$12,600.00	$19,000.00
9	SEWER - ABC STONE TRENCH	TON	300	$18,000.00	$23,700.00	$19,500.00
10	WATER - 6" PVC MAIN	LF	650	$57,200.00	$123,500.00	$97,500.00
11	WATER - 6" GATE VALVE	EA	1	$3,500.00	$5,100.00	$8,500.00
12	WATER - 6" x 6" HYDRANT TEE	EA	1	$1,250.00	$2,500.00	$2,500.00
13	WATER – METER BOX (VARIOUS SIZES) Ref 7H	EA	12	$9,000.00	$18,600.00	$9,000.00
14	WATER – SERVICES (5/8")	EA	7	$17,500.00	$30,800.00	$22,400.00
15	WATER – SERVICES (1")	EA	5	$15,000.00	$23,000.00	$19,000.00
16	WATER - ABC STONE TRENCH	TON	400	$24,000.00	$31,600.00	$42,000.00
17	WATER SERVICE LINES – REMOVE & DISPOSE	EA	12	$7,080.00	$11,760.00	$30,000.00
18	STORM WATER - CURB INLET & CATCH BASIN	LS	2	$9,000.00	$45,400.00	$25,600.00
19	STORM WATER – RCP (12" Concrete)	LF	30	$2,850.00	$8,130.00	$7,500.00
20	Mobilization	LS	1	$30,000.00	$37,000.00	$12,000.00
21	Traffic Control	LS	1	$35,000.00	$67,000.00	$12,500.00
22	Allowance Final As Built Plans	LS	1	$5,000.00	$5,000.00	$5,000.00
	Water Bypass	LS	1	$25,000.00	$55,000.00	$25,000.00
			Total Cost	$475,530.00	$754,904.00	$616,400.00
	Atkinson St.					
Item No.	**Description**	**Unit**	**Estimated Quantity**			
1	0-2" Milling Asphalt	SY	6500	$26,000.00	$71,500.00	$52,000.00
2	2" ASPHALT	TON	570	$94,050.00	$136,800.00	$128,250.00
3	REMOVE & REPLACE CURB	LF	40	$6,000.00	$4,000.00	$4,000.00
4	WATER - 8" PVC MAIN (Atkinson St.)	LF	2470	$234,650.00	$432,250.00	$444,600.00
5	WATER - 6" PVC MAIN (Horne St)	LF	521	$45,848.00	$80,234.00	$78,150.00
6	WATER - 8" x 6" HYDRANT TEE	EA	2	$3,000.00	$5,000.00	$5,600.00
7	REPLACE HYDRANT	EA	2	$25,000.00	$30,600.00	$37,000.00
8	WATER – METER BOX (VARIOUS SIZES) Ref 7H	EA	17	$21,250.00	$26,350.00	$25,500.00
9	WATER - SERVICE (5/8")	EA	12	$30,000.00	$52,800.00	$38,400.00
10	WATER - SERVICE (3/4")	EA	1	$2,750.00	$4,400.00	$6,500.00
11	WATER - SERVICE (1")	EA	2	$6,000.00	$9,200.00	$8,800.00
12	WATER - SERVICE (2")	EA	2	$22,500.00	$9,700.00	$14,400.00
13	WATER - ABC STONE TRENCH	LS	800	$48,000.00	$63,200.00	$84,000.00
14	WATER - ABANDON EXISTING WATER LINE (FLOWABLE FILL)	LS	1	$41,000.00	$35,000.00	$18,000.00
15	STORM WATER - 36" RCP	LF	121	$39,325.00	$51,909.00	$66,550.00
16	STORM WATER - 42" RCP	LF	50	$19,750.00	$22,600.00	$52,500.00
17	Mobilization	LS	1	$35,000.00	$63,000.00	$12,000.00
18	Traffic Control	LS	1	$30,000.00	$79,000.00	$12,500.00
19	Allowance Final As Built Plans	LS	1	$5,000.00	$5,000.00	$5,000.00
20	Water - Gate Valve 8"	EA	11	$44,000.00	$66,000.00	$104,500.00
21	Water - Gate Valve 6"	EA	3	$10,500.00	$15,300.00	$25,500.00
22	Water - Gate Valve 4"	EA	1	$3,000.00	$5,100.00	$8,500.00
23	Water Bypass	LS	1	$65,000.00	$5,000.00	$30,000.00
			Total Cost	$857,623.00	$1,273,943.00	$1,262,250.00
			Total	$1,333,153.00	$2,028,847.00	$1,878,650.00

Resolution #2025-11

RESOLUTION OF AWARD OF BID FOR SECOND STREET AND ATKINSON STREET UTILTY IMPRVOEMENTS PROJECT

WHEREAS, the Town of Clayton publicly advertised an invitation for bids to be received for the Second Street and Atkinson Street Utility Improvements on December 12, 2024; and

WHEREAS, a public bid opening was held on January 9, 2025, and a total of three-bids were received; and

WHEREAS, the lowest responsive/responsible bidder was Corbett Contracting Inc. for the base bid amount of $1,333,153.00; and

WHEREAS, Corbett Contracting Inc., is properly licensed and experienced in the type of construction involved in this project; and

WHEREAS, based on review of the bids received it is the recommendation that award of the construction contract be granted to Corbett Contracting Inc.; and

WHEREAS, the Town of Clayton intends to construct said project in accordance with the approved plans and specifications,

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

The Town of Clayton award the construction of Clayton to Second Street and Atkinson Street Utility Improvements Project to Corbett Contracting Inc. in the amount of $1,333,153.00.

Duly adopted this the 3rd day of February, 2025, while in regular session.

_____
Michael Sims
Mayor Pro Tem

ATTEST:

_____
Heidi Holland, CMC, NCCMC
Town Clerk

BID FORM FOR CONSTRUCTION CONTRACT

FROM

BIDDER NAME: Corbett Contracting Inc.

BIDDER ADDRESS: 1030 Napoleon Rd. Selma NC 27576

DATE OF BID: 1-9-25

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1 – OWNER AND BIDDER

1.01 This Bid is submitted to: **Town of Clayton**
Attention: Mark Moore
111 E. Second Street
Clayton, NC 27520

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work, furnishing all labor, materials, tools, equipment, apparatus, supplies, and as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents, for and because of the construction, erection, and/or installation of the proposed "Project"

Project Name: Second St & Atkinson St Utility Improvements
Bid Number: 700-ENG-2025-08

For the Town of Clayton, North Carolina in accordance with the Contract Documents, including Addenda thereto. There is deposited, herewith, a certified check, or a Bid Bond in the amount of **Five Percent (5%)** of the total aggregate amount of the Bid, made payable to the Owner, the same to be refunded to the Bidder under the conditions of and in accordance with the terms of this Bid, which are as follows:

THAT: The rights of the Owner and the recommendations of the Engineer shall not be questioned in the Award of the Contract.

THAT: it is the intention of the Owner to let contracts on the basis of the Bids received in accordance with G.S. 143-129 and in such manner as the Owner may deem to be for the best interests of the Owner.

THAT: The Owner reserves the right to reject any or all Bids.

THAT: The work under each Section will be awarded under one Contract and that the Owner shall have the right to include such items or items as the Owner may deem to be in the best interest of the Owner.

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THAT: On being awarded the Contract, the Bidder shall execute a Performance Bond and a Payment Bond, on the forms included herein, each equal to one hundred percent (100%) of the Contract Price (Contract Sum), as security for the faithful performance of the Contract.

THAT: The Bidder shall submit, in the blank spaces provided, all data, guarantees and other information called for.

THAT: The Bid shall be signed and submitted in the manner prescribed in the Instructions to Bidders.

THAT: Should the Bid not be accepted by the Owner, the certified check, or the five percent (5%) Bid Bond, as applicable, deposited herewith shall be returned to the Bidder.

THAT: Should this Bid be accepted by the Owner and the Bidder Fail or neglect to execute the Contract and furnish the required Bonds with ten (10) business days after receiving notifications of the acceptance of the Bid and/or receipt of the formal Contract and Bond forms, the certified check, or the Bid Bond deposited herewith shall be retained by the Owner as liquidated damages, it being understood that the Owner reserves the right to extend the time allowed for executing the Contract and/or furnishing the Bond in its sole discretion.

THAT: The Bidder shall complete such Contract as may be entered into within the number of consecutive calendar days specified in the Contract from the date of the Notice to Proceed.

THAT: The Bidder proposed to enter into a Contract in accordance with this Bid, the Plans and Specifications and the Contract Documents included herein, for the prices shown on the following pages.

THAT: The successful bidder shall be required to submit a complete detailed cost breakdown of the Lump Sum Bid Pirce amount for payment purposes, for approval by the Engineer, prior to the Award of the Contract.

THAT: It is the intent of these Contract Documents to obtain a Contract based on a Lump Sum Price except where Unit Prices are specifically requested. Where a discrepancy exists between words and numbers in the Bid amount, the written words shall govern. Where a discrepancy exists between unit prices and mathematical computations in the Itemized Proposal, the unit prices and quantities in the Itemized Proposal shall govern.

THAT: The successful bidder shall have all proper Bidder licenses and other applicable licenses required under North Carolina state laws governing their respective trade(s).

THAT: The successful bidder and all subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," and shall provide documentation or sign affidavits or any other documents requested by the Town of Clayton demonstrating such compliance.

ARTICLE 2—ATTACHMENTS TO THIS BID

1. The following documents are submitted with and made a condition of this Bid. Your Bid may be deemed non-responsive if this information is not completely filled out and included with your bid. See Section 3 for applicable forms and information:

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A. ☑ Required Bid Bond or other allowable Bid security; **Bid Security/Bonds must be submitted separate from the sealed bidding documents. Place the Bid Security/Bond in a separate sealed envelope.**

B. ☑ Qualifications Statement

C. ☑ Certified List of Equipment/Materials Manufacturer

D. ☑ Bidders Certification as to Organization and Authority

E. ☑ Non-Collusive Affidavit

F. ☑ Non-Discrimination Clause

G. ☑ Equal Employment opportunity Addendum

H. ☑ MWBE Identification of Minority Business Participation.

I. ☑ Affidavit A or Affidavit B as applicable.

J. ☑ Addendum Acknowledgement Signature Page for each addendum issued (if applicable).

K. ☑ Photocopy of Bidder's North Carolina General Contractors License

L. ☑ Certificate of Authorization to do business in North Carolina (Secretary of State)

M. ☑ Contractors Statement of Compliance to Self-Perform 40% of work (use contractor letterhead).

N. ☑ List of ALL Subcontractors, identifying trade.

O. ☑ E-Verify Affidavit

On the outside of the sealed Bid Security/Bond envelope and the Bid sealed envelope must write the following: Bid number, Project Name, Attention, Name of Bidder, NC General Contractor License number.

ARTICLE 3—BASIS OF BID—UNIT PRICES

3.01 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

Second Street

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	DROP INLET PROTECTION	EA	2	$ 750.00	$ 1500.00
2	0-2" MILLING ASPHALT	SY	1,900	$ 4.00	$ 7600.00
3	2" ASPHALT	TON	220	$ 165.00	$ 36300.00
4	REMOVE & REPLACE CURB	LF	25	$ 150.00	$ 3750.00
5	SEWER - BYPASS PUMPING	LS	1	$ 40000.00	$ 40000.00
6	REMOVE and REPLACE SEWER - 8" PVC MAIN	LF	500	$ 130.00	$ 65000.00
7	REMOVE and REPLACE SEWER - 4" PVC SERVICE	EA	14	$ 3750.00	$ 52500.00
8	SEWER – INSTALL MANHOLE	EA	1	$ 9500.00	$ 9500.00
9	SEWER - ABC STONE TRENCH	TON	300	$ 60.00	$ 18000.00

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10	WATER - 6" PVC MAIN	LF	650	$ 88.00	$ 57200.00
11	WATER - 6" GATE VALVE	EA	1	$ 3500.00	$ 3500.00
12	WATER - 6" x 6" HYDRANT TEE	EA	1	$ 1250.00	$ 1250.00
13	WATER – METER BOX (VARIOUS SIZES) Ref 7H	EA	12	$ 750.00	$ 9000.00
14	WATER – SERVICES (5/8")	EA	7	$ 2500.00	$ 17500.00
15	WATER – SERVICES (1")	EA	5	$ 3000.00	$ 15000.00
16	WATER - ABC STONE TRENCH	TON	400	$ 60.00	$ 24000.00
17	WATER SERVICE LINES – REMOVE & DISPOSE	EA	12	$ 590.00	$ 7080.00
18	STORM WATER - CURB INLET & CATCH BASIN	LS	2	$ 4500.00	$ 9000.00
19	STORM WATER – RCP (12" Concrete)	LF	30	$ 95.00	$ 2850.00
20	Mobilization	LS	1	$ 30000.00	$ 30000.00
21	Traffic Control	LS	1	$ 35000.00	$ 35000.00
22	Allowance Final As Built Plans	LS	1	$5,000	$ 5000.00
23	Water Bypass	LS	1	$ 25000.00	$ 25000.00
Total of All Unit Price Bid Items					$475530.00

B. Bidder will perform the following Work at the indicated unit prices:

Atkinson St and section of Horne St.

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	0-2" Milling Asphalt	SY	6,500	$ 4.00	$ 26000.00
2	2" ASPHALT	TON	570	$ 165.00	$ 94050.00
3	REMOVE & REPLACE CURB	LF	40	$ 150.00	$ 6000.00
4	WATER - 8" PVC MAIN (Atkinson St.)	LF	2,470	$ 95.00	$ 234650.00
5	WATER - 6" PVC MAIN (Horne St)	LF	521	$ 88.00	$ 45848.00
6	WATER - 8" x 6" HYDRANT TEE	EA	2	$ 1500.00	$ 3000.00
7	REPLACE HYDRANT	EA	2	$ 12500.00	$ 25000.00
8	WATER – METER BOX (VARIOUS SIZES) Ref 7H	EA	17	$ 1250.00	$ 21250.00
9	WATER - SERVICE (5/8")	EA	12	$ 2500.00	$ 30000.00
10	WATER - SERVICE (3/4")	EA	1	$ 2750.00	$ 2750.00
11	WATER - SERVICE (1")	EA	2	$ 3000.00	$ 6000.00
12	WATER - SERVICE (2")	EA	2	$ 11250.00	$ 22500.00
13	WATER - ABC STONE TRENCH	LS	800	$ 60.00	$ 48000.00
14	WATER - ABANDON EXISTING WATER LINE (FLOWABLE FILL)	LS	1	$ 41000.00	$ 41000.00
15	STORM WATER - 36" RCP	LF	121	$ 325.00	$ 39325.00
16	STORM WATER - 42" RCP	LF	50	$ 395.00	$ 19750.00

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17	Mobilization	LS	1	$ 35000.00	$ 35000.00
18	Traffic Control	LS	1	$ 30000.00	$ 30000.00
19	Allowance Final As Built Plans	LS	1	$5,000	$ 5000.00
20	WATER - GATE VALVE 8"	EA	11	$ 4000.00	$ 44000.00
21	WATER - GATE VALVE 6"	EA	3	$ 3500.00	$ 10500.00
22	WATER - GATE VALVE 4"	EA	1	$ 3000.00	$ 3000.00
23	Water Bypass	LS	1	$ 65000.00	$ 65000.00
Total of All Unit Price Bid Items					$857623.00

C. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.02 *Total Bid Price (Lump Sum and Unit Prices)*

Total Bid Price (Total of all Lump Sum and Unit Price Bids)	$1,333,153.00

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder agrees that the Work will be substantially complete within 120 calendar days for after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **30** calendar days after the date when the Contract Times commence to run.

4.03 Bidder accepts the provisions of the Agreement as to liquidated damages of 500.00 dollars per day.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

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Addendum Number	Addendum Date
1	12-19-24

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

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11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:

a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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BIDDER hereby submits this Bid as set forth above:

Bidder: Corbett Contracting, Inc.
(typed or printed name of organization)

By: [signature]
(individual's signature)

Name: Dennis Corbett
(typed or printed)

Title: President
(typed or printed)

Date: 1/9/25
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: [signature]
(individual's signature)

Name: Sharon Corbett
(typed or printed)

Title: Secretary
(typed or printed)

Date:
(typed or printed)

Address for giving notices:
1030 Napoleon Rd. Selma NC 27576
abatten@ncrrbiz.com, ncscorbett@ncrrbiz.com

Bidder's Contact:

Name: Dennis Corbett
(typed or printed)

Title: President
(typed or printed)

Phone: 919-965-6008 (o) 919-422-1701 (c)

Email: cci1030@ncrrbiz.com

Address:
1030 Napoleon Rd.
Selma, NC 27576

Bidder's Contractor License No.: (if applicable) 37318

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BID SECURITY*

BID SECURITY:

Accompanying this Bid is a (1) Bid Bond in the amount of (2)_____Dollars ($_____).

NOTE:
(1) Insert the words "bank draft," "certified check," "bid bond", or "cashier's check", as the case may be.
(2) Amount must be equal to at least five percent (5%) of the total Bid.

BIDDER'S LICENSE:

The Bidder certifies that (he/she/it) is licensed as a Bidder under the specific North Carolina state law regulating (his/her/its) particular trade and that the number of the license under which (he/she/it) now operates is 37318.

BIDDER'S CERTIFICATION AS TO ORGANIZATION AND AUTHORITY:

The Bidder certifies that the Affidavit of Organization and Authority, like the other documents attached hereto, form an integral part of the Proposal, and the Bidder acknowledges that the Owner will rely on the information provided therein in reviewing the Proposal and awarding a Contract.

LIQUIDATED DAMAGES:

The Bidder agrees, further, that the Owner may retain those amounts indicated in the Contract from the amount of compensation due the Bidder, under the terms of the Contract, for each and every day that the work remains incomplete and/or unsatisfactory beyond the completion date(s) specified in the Notice to Proceed. This amount is agreed upon as the proper measure of liquidated damages the Owner will sustain, per day, by the failure of the Bidder to complete the work within the stipulated time, and it is not to be construed in any sense as a penalty.

The Bidder shall not have or bring a claim against the Owner, or raise as a defense against the imposition of liquidated damages, other construction purportedly impeding Bidder's progress or timely project completion.

*G.S. 143-129(b) states that a bid cannot be "accepted or considered" unless it is accompanied by a sufficient bid bond. Therefore, Bid Security/Bonds must be submitted separate from the sealed bidding document. Place the Bid Security/Bond in a separate sealed envelope. Deliver both sealed envelopes to the Issuing office. This helps determine if all bids meet the bid deposit requirement before unsealing the bid documents.

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(BID SECURITY SIGNATURE PAGE)

Dated 1/9, 2025.

Corbett Contracting Inc (SEAL)
Bidder—Legal Entity

By: [signature] (SEAL)
(SIGN HERE)

SEAL-if corporation

Dennis Corbett
Printed Name

1030 Napoleon Rd.
Selma, NC 27576
Address

(919) 965-6008
Telephone No.

Subscribed and sworn to before me this 9th day of January, 2025

[signature]
Notary Public

My Commission Expires:

9-29-29

ALLISON BATTEN
Notary Public, North Carolina
Johnston County
My Commission Expires
9-29-29

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Qualifications Statement

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	Corbett Contracting, Inc.		
Corporate Office			
Name:	Dennis Corbett	Phone number:	919-965-6008
Title:	President	Email address:	cci1030@ncrrbiz.com
Business address of corporate office:	1030 Napoleon Rd. Selma, NC 27576		
Local Office	Same		
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☒ Corporation		
☐ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	04/1995	State in which Business was formed:	NC
Is this Business authorized to operate in the Project location?	☒ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business: N/A

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

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1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Dennis Corbett	Title:	President
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$ Unlimited
Name:	Sharon Corbett	Title:	Secretary
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$ Unlimited
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	Water and Sewer Utilities (Unlimited)		
Licensing Agency:	NC Licensing Board for General Contractors		
License No:	37318	Expiration Date:	12-31-25
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☒ None		

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ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Dennis Corbett	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
N/A		

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2024			2023			2022		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Corbett Contracting Inc.	.91	—	—	.92	—	—	1.26	—	—

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	Truist	
Business address:	1112 N. Brightleaf Blvd. Smithfield, NC 27577	
Date of Business's most recent financial statement:	12/31/23	☑ Attached
Date of Business's most recent audited financial statement:	12/31/23	☑ Attached
Financial indicators from the most recent financial statement		
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)		
Contractor's Quick Ratio (Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)		
List all Claims, prior and pending, against the Bidder (including the Town of Clayton) including the resolution of such Claims, if any:		

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ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Great Midwest Insurance Company		
Surety is a corporation organized and existing under the laws of the state of:	TX		
Is surety authorized to provide surety bonds in the Project location?	☒ Yes ☐ No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☐ Yes ☐ No			
Mailing Address (principal place of business):	800 Gessner Rd. STE 600 Houston, TX 77024		
Physical Address (principal place of business):	800 Gessner Rd. STE 600 Houston, TX 77024		
Phone (main):	713-973-0226	Phone (claims):	800-203-1179

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
National Trust Company Company Accident Funds Ins. Co of America		Commercial Auto WC	
Are providers licensed or authorized to issue policies in the Project location?		☒ Yes ☐ No	
Does provider have an A.M. Best Rating of A-VII or better?		☐ Yes ☐ No	
Mailing Address (principal place of business):	2301 Sugar Bush Road Suite 600 Raleigh NC 27612		
Physical Address (principal place of business):	same		
Phone (main):	919-786-5660	Phone (claims):	

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ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	8
Estimate of revenue for the current year:	2 million
Estimate of revenue for the previous year:	2.5 million

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:			29
As a general contractor:	29	As a joint venturer:	—
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No			
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No			
Been released from a bid in the past 5 years? ☐ Yes ☑ No			
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☑ No			
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☑ No			
Been a party to any currently pending litigation or arbitration? ☐ Yes ☑ No			
Provide full details in a separate attachment if the response to any of these questions is Yes.			

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

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E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

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This Statement of Qualifications is offered by:

Business: Corbett Contracting, Inc.
(typed or printed name of organization)

By: [signature]
(individual's signature)

Name: Dennis Corbett
(typed or printed)

Title: President
(typed or printed)

Date: 1/9/25
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: [signature]
(individual's signature)

Name: Allison Batten
(typed or printed)

Title: Secretary
(typed or printed)

Address for giving notices:
1030 Napoleon Road, Selma NC 27576

Designated Representative:

Name: Dennis Corbett
(typed or printed)

Title: President
(typed or printed)

Address:
1030 Napoleon Road, Selma NC 27576

Phone: 919-965-6008

Email: abatten@ncrrbiz.com, ncscorbett@ncrrbiz.com

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Schedule A—Current Projects

Name of Organization	~~Barnhill Contracting Co.~~ Corbett Contracting				
Project Owner	~~Bar~~ Barnhill Contracting	Project Name	Knightdale Station R8		
General Description of Project	Water & Sewer Utilities				
Project Cost	~~$1,088,586.00~~ $671,058.14	Date Project	Fall 2024		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Dennis Corbett				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner	Barnhill Contracting Co.	Project Name	Mullott ph 1A/B		
General Description of Project	Water & Sewer Utilities				
Project Cost	$1,088,586.00	Date Project	2023-2024		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Dennis Corbett				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner	J & J Finch	Project Name	Downtown Kenly Subdivision		
General Description of Project	Water & Sewer Utilities				
Project Cost	$ 228,223.00	Date Project	Fall 2024		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Dennis Corbett				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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Schedule B—Previous Experience with Similar Projects

Name of Organization	Corbett Contracting Inc.			
Project Owner	City of Sanford	Project Name	Haine Road	
General Description of Project	Water and Sewer Replacement			
Project Cost	$637,970.75	Date Project	Fall 2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Dennis Corbett			

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner	Town of Clayton	Project Name	Hamby St.	
General Description of Project	Water and Sewer Replacement			
Project Cost	$309,950.00	Date Project	2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Dennis Corbett			

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner	Town of Clayton	Project Name	Vogue Street 6" Main Extension	
General Description of Project	6" Main Extension			
Project Cost	$204,730.00	Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Dennis Corbett			

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

EJCDC® C-451, Qualifications Statement—Schedule B—Previous Experience with Similar Projects.
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Schedule C—Key Individuals

Project Manager			
Name of individual		Dennis Corbett	
Years of experience as project manager		29	
Years of experience with this organization		29	
Number of similar projects as project manager		All projects	
Number of similar projects in other positions		—	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
All Projects			
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Travis Jessup	Name James Blalock	
Title/Position	WRD Superintendint	Title/Position	Assist. Director, Water Resources
Organization	Town of Clayton	Organization	Town of Clayton
Telephone	919-553-1530	Telephone	919-553-1530 ext. 6524
Email	tjessup@townofclayton.org	Email	jblalock@townofclayton.org
Project		Project	
Candidate's role on project		Candidate's role on project	
Project Superintendent			
Name of individual		Same as above	
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager

EJCDC® C-451, MODIFIED Qualifications Statement—Schedule C—Key Individuals.
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Name of individual			
Years of experience as project manager		Same as above	
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual			
Years of experience as project superintendent		Same as above	
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

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Dennis Corbett

Selma, NC | 919.422.1701 | cci1030@ncrrbiz.com

Owner/President of Corbett Contracting, Inc. (April 1995 - Current)

Summary

Skilled and safety-oriented general contractor and utility worker with 25+ years of experience in the industry. Demonstrates a commitment to excellence through a focus on safety, strong leadership, organization, planning, teamwork, and customer service. Strives to operate a company that is efficient and reliable.

Previous Experience

Belcher Utilities, Foreman/Supervisor (1988-1995)

Batten Construction, Foreman (1986-1988)

Skills

- Leadership Experience
- Critical Thinking and Problem Solving
- Professionalism
- Strong Work Ethic

Qualifications

- General Contractors License - Unlimited - Public Utilities (Water and Sewer Lines)

CERTIFIED LIST OF EQUIPMENT/MATERIAL MANUFACTURERS

The Bidder, as part of the procedure for the submission of Bids on the Project, submits the following list of Equipment/Materials Manufacturers to be used in the performance of work to be done on said Project. The list of Manufacturers and all equipment/materials furnished shall be based on the requirements of the Contract Documents. Changes to this list after the Bid opening shall only be as approved by the Owner upon request by the Bidder or as required by the Owner based upon review of Bidder's submittals:

EQUIPMENT/MATERIALS	MANUFACTURER
Pipe	Core & Main
Mh's	Lindsay Precast
Excavators	John Deere

It is understood and agreed that, if awarded a Contract, the Bidder shall not make any additions, deletions, or substitutions to this certified list without the consent of the Owner. Failure to identify a manufacturer for any or all the items listed shall constitute an entry of one of the manufacturers listed in its respective technical specification.

CERTIFICATION AFFIDAVIT

THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED A CONTRACT, THIS CERTIFICATION SHALL BE ATTACHED THERETO AND BECOME A PART THEREOF.

Corbett Contracting, Inc.
[If Bidder is not an individual, enter entity name here]

BY: _____
(Signature)

NAME OF SIGNER: Dennis Corbett
(Please Print or Type)

TITLE OF SIGNER: President
(Please Print or Type)

DATE: 1/9/25

BIDDERS CERTIFICATES
AFFIDAVIT OF ORGANIZATION AND AUTHORITY SWORN STATEMENT

STATE OF North Carolina)

COUNTY OF Johnston)

Dennis Corbett being first duly sworn on oath deposes and says that the Bidder on the attached Bid is organized as indicated below and that all statements herein made are made on behalf of such Bidder and that this deponent is authorized to make them.

(Fill Out Applicable Paragraph)

CORPORATION:

The Bidder is a corporation organized and existing under the laws of the State of North Carolina, it operates under the legal name of Corbett Contracting Inc., and the full names of its officers are as follows:

President Dennis Corbett
Secretary Sharon Corbett
Treasurer Sharon Corbett

And it (does) _____ have a corporate seal. The officers (is/are) authorized to sign construction bids, proposals and contracts for the company by action of its Board of Directors taken 4-21-1995, a certified copy of the Certificate of Authority is hereto attached.

PARTNERSHIP: N/A

The Bidder is a [limited/general] partnership consisting of individual/corporate partners as follows:

General Partners	Limited Partners

And if does _____ have a corporate seal. The partnership does business under the name of: _____. _____ is/are authorized to sign construction bids, proposals, and contracts for the partnership by action of the partnership taken _____. A certified copy of the Certificate of Authority is hereto attached.

LIMITED LIABILITY COMPNAY: N/A

The Bidder is a [member-managed/manager-managed] limited liability company consisting of the following individual/corporate members/managers:

Managers	Members

The LLC does _____ have a corporate seal. _____ is/are authorized to sign construction bids, proposals, and contracts for the company by action of its Managers/Members taken _____. A certified copy of the Certificate of Authority is hereto attached.

JOINT VENTURE: N/A

The Bidder is a joint venture consisting of the following joint ventures:

_____

_____

And it does _____have a corporate seal. The joint venture does business under the name of: _____. _____ is/are authorized to sign construction bids, proposals, and contracts for the joint venture by action of the joint ventures taken _____. A certified copy of the Certificate of Authority is hereto attached.

INDIVIDUAL: N/A

The Bidder is an individual whose full name is:

_____

and if operating under a trade name, said trade name is as follows:

_____

The business address of the Bidder is: 1030 Napoleon Road
Selma, NC 27576

Its phone number is: 919-965-6008

The contact person for this Bid is: Dennis Corbett

Contact phone number and email address is: 919-965-6008, abatten@ncrrbiz.com,

Corbett Contracting, Inc.
Bidder

By

Subscribed and sworn to before me this 9th day of Jan, 2025.

Allison Batten
Notary Public

Johnston
County

My Commission Expires:

9/29/29

ALLISON BATTEN
Notary Public, North Carolina
Johnston County
My Commission Expires
9-29-29

STATE OF NORTH CAROLINA

Department of The Secretary of State

To all whom these presents shall come, Greetings:

I, Rufus L. Edmisten, *Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of*

ARTICLES OF INCORPORATION
OF
CORBETT CONTRACTING, INC.

the original of which was filed in this office on the 21st *day of* August, 1995.

IN WITNESS WHEREOF, *I have hereunto set my hand and affixed my official seal at the City of Raleigh, this* 21st *day of* August, 1995.

Rufus L. Edmisten

Secretary of State

NON-COLLUSIVE AFFIDAVIT

State of North Carolina)

County of Johnston)

Dennis Corbett being first duly sworn,

deposes and says that:

(1) He/she is the Owner | President
(Owner, Partner, Officer, Representative or Agent)
of Corbett Contracting, Inc. the BIDDER that has submitted the attached BID;

(2) He is fully informed respecting the preparation and contents of the attached BID and of all pertinent circumstances respecting such BID;

(3) Such BID is genuine and is not a collusive or sham BID;

(4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm, or person to submit a collusive or sham BID in connection with the Contract for which the attached BID has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any BIDDER, firm, or person to fix the price or prices in the attached BID or of any other BIDDER, or to fix any overhead, profit, or cost elements of the BID price or the BID price of any other BIDDER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against The Town of Clayton, or any person interested in the proposed Contract;

(5) The price or prices quoted in the attached BID are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Corbett Contracting, Inc.
BIDDER

BY _____

ITS President
(Title)

Subscribed and sworn to before me this 9th day of January, 20 25.

Allison Batten
Notary Public

Johnston
County

My Commission Expires: 9/29/29

ALLISON BATTEN
Notary Public, North Carolina
Johnston County
My Commission Expires
9-29-29

NONDISCRIMINATION CLAUSE

It is specifically agreed as part of the consideration of the signing of this BID, and the resulting execution of a Contract, that the parties hereto, their agents, officials, employees, or servants shall not discriminate in any manner on the basis of age, handicap, race, color, creed, or national origin with reference to the subject matter of the Contract, no matter how remote.

This provision, being incorporated for the benefit of the Town of Clayton and its residents, may be enforced as set out in the ordinances of the Town of Clayton, enforcement of this provision shall be by action for specific performance, injunctive relief, or other remedy as by law provided.

This provision shall be binding on the successors and assigns of the parties hereto with reference to the subject matter of the Contract.

(Use the following form for SIGNATURES by a CORPORATION):

Corbett Contracting Inc
Corporate Name

ATTEST: _____
(Assistant Secretary)

Sharon Corbett
(Printed Name)

BY: _____
(~~Vice~~) President

Dennis Corbett
(Printed Name)

(CORPORATE SEAL)

(Use the following form for signatures by a PARTNERSHIP):

_____
Witness

_____
(Printed Name)

_____(SEAL)
Partnership Name

BY: _____(SEAL)
General Partner

(Use the following form for signatures by a LIMITED LIABILITY COMPANY): N/A

_____ _____(SEAL)
Witness Company Name

_____ BY: _____(SEAL)
(Printed Name) Manager/Member

(Use the following form for signatures by an INDIVIDUAL):

_____ BY: _____(SEAL)
Witness

_____ _____
(Printed Name) (Printed Name)

Subscribed and sworn to before me this 9th day of January, 20 25.

Allison Batten Johnston
Notary Public County

My Commission Expires:
9/29/29

ALLISON BATTEN
Notary Public, North Carolina
Johnston County
My Commission Expires
9-29-29

EQUAL EMPLOYMENT OPPORTUNITY ADDENDUM ("ADDENDUM")

During the performance of the Contract the Bidder agrees as follows:

a. The Bidder shall not discriminate against any employee or applicant because of race, color, religion, sex, or national origin. The Bidder shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.

b. The Bidder shall, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c. The Bidder shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract understanding, a notice, to be provided, advising the labor union or worker's representative of the Bidder's commitments under the Equal Employment Opportunity Section of the Contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. In the event of the Bidder's noncompliance with the nondiscrimination clauses of the Contract or with any of such rules, regulations, or orders, the Contract may be canceled, terminated, or suspended in whole or in part and the Bidder may be declared ineligible for further OWNER contracts.

e. The Bidder will include the provisions of this Addendum in every subcontract or purchase order unless exempted by rules, regulations, or orders of the OWNER so that such provisions will be binding upon each Subcontractor or vendor.

(Use the following form for execution by a CORPORATION):

Corbett Contracting Inc.
Corporate Name

ATTEST: _____
(Assistant Secretary)

BY: _____
~~(Vice)~~ President

(CORPORATE SEAL)

(Use the following form for execution by a PARTNERSHIP): N/A

_____(SEAL)
Partnership Name

BY: _____(SEAL)
General Partner

(Use the following form for execution by a LIMITED LIABILITY COMPANY): N/A

_____(SEAL)
Company Name

BY: _____(SEAL)
Manager/Member

(Use the following form for execution by an INDIVIDUAL): N/A

BY: _____(SEAL)

WITNESS:
Dennis Corbett

Subscribed and sworn to before me this 9th day of January, 20 25.

Allison Batten
Notary Public

Johnston
County

ALLISON BATTEN
Notary Public, North Carolina
Johnston County
My Commission Expires
9-29-29

My Commission Expires:
9/29/29

TOWN OF CLAYTON, NORTH CAROLINA

SPECIAL INSTRUCTIONS TO BIDDERS REGARDING UTILIZATION OF MINORITY BUSINESSES IN CONSTRUCTION PROJECTS

The North Carolina General Statutes require that bids be awarded to the lowest responsible, responsive bidder "without regard to race, religion, color, creed, national origin, sex, age, or handicapping condition." Also, contractors are not required to make purchases of materials or equipment or award subcontracts to minority businesses that do not submit the lowest responsible bid(s).

NCGS 143.128.2 requires each city, county, or other local public entity to adopt a verifiable percentage goal for participation by minority businesses in the total value of work for building projects. The Town of Clayton has adopted a goal of ten percent (10%). Public entities shall require contractors to make good faith efforts in the recruitment and selection of minority businesses for participation in building construction projects.

The term "minority business" means a business:

a. In which at least fifty-one percent (51%) is owned by one or more minority persons or socially and economically disadvantaged individuals, or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals; and
b. Of which the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it.

A "Minority" is a person who is a citizen or lawful permanent resident of the United States and who is:

a. Black, that is, a person having origins in any of the black racial groups in Africa;
b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;
c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, or the Pacific Islands;
d. American Indian, that is, a person having origins in any of the original Indian peoples of North America; or
e. Female

The term "socially and economically disadvantaged individual" means the same as defined in 15 U.S.C. 637. "Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities." "Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged."

Each bidder shall identify on its bid the minority businesses that it will use on the project ("Identification of Minority Business Participation"), the total value of the bid that will be performed by the minority businesses, and an affidavit "Affidavit A" listing the good faith efforts it has made. A contractor that performs all of the work under a contract with its own workforce may submit an Affidavit B in lieu of Affidavit A.

The apparent lowest responsible, responsive bidder shall **within 3 business days** of being notified of being the low bidder file one of the following:

a. "Affidavit C" if the portion of the work to be executed by minority businesses is equal to or greater than 10% of the bidders total contract price; or
b. "Affidavit D" and required documentation of the good faith efforts, if the goal of 10% participation by minority businesses is not achieved with required backup documentation required by the Town.

Contractor must submit with each pay request and final payment, "MWBE Documentation for Contract Payment.

No subcontractor listed in this documentation may be replaced with a different subcontractor except:

a. if the subcontractor's bid is later determined to be nonresponsible or nonresponsive, or if the subcontractor refuses to enter into a contract for the work, or
b. With the approval of the Town of Clayton for good cause. The prime contractor shall make a good faith effort to replace a minority business subcontractor with another minority business subcontractor and approval of good faith effort by the procurement MWBE Manager.

If during the construction of a project, additional subcontracting opportunities become available, the prime contractor shall make a good faith effort to solicit subcontract bids from minority businesses and approved by the Procurement MWBE Manager.

IDENTIFICATION OF MWBE PARTICIPATION

Formal Contracts & Construction Contracts Equal or Exceeding $100,000

Due with Bid

This Identification of MWBE Participation Form is for the purpose of capturing information regarding the utilization of MWBE suppliers on Town Construction Contracts equal or exceeding $100,000. MWBE participation is encouraged for all Town of Clayton contracting opportunities. Please refer to the Town MWBE Policy for any contract specific requirements.
Copy this Form as needed.

BIDDER NAME	Corbett Contracting, Inc.		
PROJECT NAME	2nd St. & Atkinson St. Utility Improvements		
BID NUMBER		**TOWN DEPARTMENT**	
CONTRACT TYPE	☒ Construction ☐ Services ☐ Other _____ *		
☐ **PRIME IS MWBE**	Classification: _____ ☐ Certified with NCHUB ☐ Certified with NCDOT-DBE	**BID SUBMITTAL DATE**	1-9-25

MWBE Classifications: American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)
*For Professional Services Contracts, please use the Identification of MWBE Participation for Professional Services Form

☐ **WORK TO BE SELF-PERFORMED**

Check this box **only** if you intend to perform 100% of the work on this Project/Contract with your own current work forces, and you normally perform and have the capability to perform all elements of this work on this Project/Contract with your own current work forces.

MWBE SUBCONTRACTORS

Complete the chart below for all MWBE subcontractors that you intend to use on this Project/Contract regardless of dollar amount.

Company Name	MWBE Classification	Description of Services	Percentage of Total Contract*	Total Projected Utilization ($)*
Asphalt Services on Demand	WBE	Asphalt	≈ 11%	150K

MWBE Classifications: American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)
*If the proposal is subject to an RFQ process, you may enter "N/A".

Total Estimated MWBE Utilization* $ 150000.00

Total Proposal Amount* $ 1333153.00

Percent Estimated MWBE Utilization* about 11% %

(Total Estimated MWBE Utilization divided by Total Bid Amount)

The HUB Certification will be verified by the MWBE Manager for the Town and that will determine if the 10% MWBE goal has been met.

Revised 4/16/24

AFFIDAVIT A

Listing of Good Faith Efforts (GFE)

Due with Bid

Affidavit of Corbett Contracting, Inc.

(Name of Bidder)

Bidder Name	Dennis Corbett		
Project Name	Second St. + Atkinson St. Utility Improvements		
Bid Number		**Bid Submittal Date**	1-9-25

Total Available GFE Points: **155**		Minimum Number GFE Points Required: **50**
POINTS		**GOOD FAITH EFFORT (GFE)**
☑	10	Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government-maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
☑	10	Made construction plans, specifications and requirements available for review by prospective MWBE businesses or provided these documents at least 10 days before bids are due.
☑	15	Broken down or combined elements of work into economically feasible units to facilitate MWBE business participation.
☑	10	Worked with MWBE businesses trade, community, or contractor organizations identified by the MWBE Office and included in the bid documents that provide assistance in recruitment of MWBE businesses.
☑	10	Attended pre-bid meetings schedule by the public owner.
☐	20	Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
☐	15	Negotiated in good faith with interested MWBE businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a MWBE business based on lack of qualification should have the reasons documented in writing.
☐	25	Provided assistance to MWBE businesses in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBE businesses in obtaining the same unit pricing with the bidder's suppliers in order to help MWBE businesses in establishing credit.
☐	20	Negotiated joint venture and partnership arrangements with MWBE businesses in order to increase opportunities for MWBE businesses participation on a public construction or repair project when possible.
☐	20	Provided quick pay agreements and policies to enable MWBE business contractors and suppliers to meet cash flow demands.
Total GFE Points _____		

The undersigned certifies the preceding representation is a true and accurate statement of Good Faith Efforts made toward the participation of MWBE businesses in the performance of this Project/Contract. Failure to provide accurate and truthful information is a violation of the Town of Clayton MWBE Policy and may result in the bid being deemed non-reponsive.

This the 9 of Jan, 20 25 _____ Signature

Dennis Corbett / President
Printed Name/Title

Revised 4/16/24

N/A

AFFIDAVIT B
Intent to Perform Contract with Own Workforce
Due with Bid

Affidavit of Corbett Contracting, Inc.
(Name of Bidder)

Project Name	Second St. + Atkinson St. Utility Improvements		
Total Project Bid		**Bid Submittal Date**	1-9-25
Bid Number			
☐ **PRIME IS MWBE**	Classification: _____	☐ Certified with NCHUB ☐ Certified with NCDOT-DBE	

*MWBE Classifications: American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

The Bidder hereby certifies having read and understood the Town of Clayton MWBE Policy, and affirms that it is the intent of the Bidder to **perform 100% of the work** required for the above-named Contract.

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements of work on this project** with the Bidder's own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the Town in support of the above statement. If additional scopes of work are added after the Bidder has been awarded the Contract, then the Bidder agrees to make a Good Faith Effort to utilize Minority and Women-Owned Business Enterprises (MWBEs), as applicable, where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

N/A

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____

State of North Carolina, County of _____

Subscribed and sworn to before me this _____ day of _____20___

Notary Public _____ My commission expires _____

SEAL

Revised 4/16/24

December 19, 2024

Request for Qualifications – Second St. & Atkinson St. Utility Improvements

Bid# 700-ENG-2025-08

Addendum 01

QUESTIONS & ANSWERS

1. **Question** – Service is to be maintained during the project, can we run a temporary water line?

   Answer – Service do need to be maintained. Means and method is up to the contractor to determine best practice during construction.

2. **Question** – What does replace in place mean?

   Answer – Replacement pipe should be laid with the center line of the new pipe within the Town Standard trench width to the minimum distance to existing line. Exposure of the existing line is based on bidders means and methods. Maintaining construction and repair standards. Existing line is to be abandoned in place with flowable fill.

   Refer to for existing line/service: Title 15A NCAC 18C .0904(b) To allow for construction and repair, a minimum distance of 12 inches shall be maintained between the outside of the water main and the outside of other utilities.

   Refer to for TOC Stand trench width: Town of Clayton Water Main Pipe Laying Conditions require a 12" Min to 24" Max trench width for new pipe.

   Refer to TOC MSSD for new line: The accepted quantities of PVC water line pipe will be paid for at the contract unit price per linear foot of the various types, depths, and size pipe specified (fittings, valves, and specialty items are paid separately), complete in place. This price shall include all labor, equipment, materials, trench excavation (excluding rock and select fill), shoring, or use of trench box, installation, concrete thrust blocking, marking tape, copper wire with valve boxes, making connections to existing mains, installing in existing casing, pumping, backfilling, compaction, testing of failed trenches, disposal of excess material, pressure testing, chlorinating, dichlorination, and bacteriological testing and all other work incidental to the complete installation of the mains in accordance with these specifications.

   Refer to TOC MSSD 02510 – Water Distribution Part 3 G regarding Abandon in place.

3. **Question** – Can we install a temporary water main?

Answer – Service do need to be maintained. Means and method is up to the contactor to determine best practice during construction.

4. **Question** - Do you have any stamped plans?

   Answer – Historical stamped plans are not available.

5. **Question** - Note 2 on Atkinson says to replace 5ea 8" valves. Are these valves cut in valves going on an existing line or on the new line?

   Answer – Payment for valve box/valve removed shall be made at the contract unit price for each valve box/valve removed and delivered to the Water Resources Department. Valve box/valve removal shall include valve box removal, removal of the gate valve, plugging of tee, placement of select fill material, compaction, and pavement repair. This price shall include all labor, equipment, materials necessary for removal of valve box(es)/valve(s) and all other work incidental to the complete removal of the valve box(es)/valve(s) in accordance with the specifications. Review adjusted Bid tabulation for total valves to be replaced along Atkison and Horne.

6. **Question** - Are these valves incidental or should there be a pay item?

   Answer – Refer to Question 5.

Respondents are hereby notified that this Addendum shall be attached to and made a part of the Submittal Package and Agreement Documents.

This addendum must be acknowledged and signed by an authorized representative of the firm and must be returned with your submittal.

Failure to do so will cause your submittal to be rejected:

By: _____
(Signature)

Name: Dennis Corbett
(Printed)

Title: President

Date 1/9/25

Addendum Acknowledgement

If Applicable

Sign and Attach to Bid

Expiration Date

2025

License No.

37318

North Carolina

Licensing Board for General Contractors

This is to Certify That:

Corbett Contracting, Inc.

Selma, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited

Classification: Highway, PU(Water Lines & Sewer Lines)

until

December 31, 2025

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

01/01/2025

This certificate may not be altered.

LICENSING BOARD FOR GENERAL CONTRACTORS * NORTH CAROLINA * MAY 20, 1775

Chairman

Secretary-Treasurer

North Carolina General Contractors License

Attach Copy

1/6/2022

BUSINESS CORPORATION ANNUAL REPOR

SOSID: 0376000
Date Filed: 11/22/2024
Elaine F. Marshall
North Carolina Secretary of State
CA2024 327 00397

NAME OF BUSINESS CORPORATION: **Corbett Contracting, Inc.**

SECRETARY OF STATE ID NUMBER: 0376000 STATE OF FORMATION: NC

REPORT FOR THE FISCAL YEAR END: 12-31-23

Filing Office Use Only

☒ Changes

SECTION A: REGISTERED AGENT'S INFORMATION

1. NAME OF REGISTERED AGENT: Dennis K Corbett

2. SIGNATURE OF THE NEW REGISTERED AGENT: _____
SIGNATURE CONSTITUTES CONSENT TO THE APPOINTMENT

3. REGISTERED AGENT OFFICE STREET ADDRESS & COUNTY	4. REGISTERED AGENT OFFICE MAILING ADDRESS
1030 Napoleon Rd.	1030 Napoleon Rd.
Selma, NC 27576-7891 Johnston	Selma, NC 27576-7891 Johnston

SECTION B: PRINCIPAL OFFICE INFORMATION

1. **DESCRIPTION OF NATURE OF BUSINESS:** Utility Contractor

2. **PRINCIPAL OFFICE PHONE NUMBER:** (919) 965-6008 3. **PRINCIPAL OFFICE EMAIL:** ncscorbett@att.net

4. PRINCIPAL OFFICE STREET ADDRESS	5. PRINCIPAL OFFICE MAILING ADDRESS
1030 Napoleon Rd.	1030 Napoleon Rd.
Selma, NC 27576-7891 Johnston	Selma, NC 27576-7891 Johnston

6. **Select one of the following if applicable. (Optional see instructions)**

☐ The company is a veteran-owned small business

☐ The company is a service-disabled veteran-owned small business

SECTION C: OFFICERS (Enter additional officers in Section E.)

NAME: Dennis Corbett	NAME: Sharon Corbett	NAME:
TITLE: President	TITLE: Secretary	TITLE:
ADDRESS: 1030 Napoleon Rd.	ADDRESS: 1030 Napoleon Road	ADDRESS:
Selma, NC 27576 Johnston	Selma, NC 27576 Johnston	

SECTION D: CERTIFICATION OF ANNUAL REPORT. Section D must be completed in its entirety by a person/business entity.

[signature] 11-20-24
SIGNATURE DATE

Form must be signed by an officer listed under Section C of this form.

NAME: Sharon D Corbett Secretary
Print or Type Name of Officer Print or Type Title of Officer

SUBMIT THIS ANNUAL REPORT WITH THE REQUIRED FILING FEE OF $25

MAIL TO: Secretary of State, Business Registration Division, Post Office Box 29525, Raleigh, NC 27626-0525

Certificate of Authorization to do Business in North Carolina

Attach Copy

CORBETT CONTRACTING, INC
1030 Napoleon Road
Selma, NC 27576
Office 919-965-6008
Fax 919-965-6088

January 9, 2025

Town of Clayton
RE: Bid Opportunity – 2nd and Atkinson St.

Corbett Contracting, Inc. will be performing 40%+ of the work proposed for this job.

Signature: _____

Name: Dennis Corbett
Date: 1/9/2025

Contractors Statement of Compliance to Self Perform

Attach Copy

Subcontract List

Subcontractor Name	Trade	Address and Phone	Sub or 2nd Tier	MWBE/HUB
Asphalt Services on Demand	Asphalt	140 Uzzle Industrial Dr. Clayton NC 919-938-0045	Sub	Yes
Batten Concrete	Concrete	6003 NC Hwy 39, Selma 919-291-8976	Sub	No

E-VERIFY
AFFIDAVIT

STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

I, Dennis Corbett (hereinafter the "Affiant"), duly authorized by and on behalf of Corbett Contracting Inc. (hereinafter the "Employer") after being first duly sworn deposes and says as follows:

1. I have submitted a bid for contract or desire to enter into a contract with the Town of Clayton;
2. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):
   - ☐ Employer employees 25 or more employees in the State of North Carolina, and after hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or
   - ☒ Employer employs fewer than twenty-five (25) employees in the State of North Carolina and is therefore not subject to the provisions of North Carolina General Statute Article 2 of Chapter 64.
3. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of North Carolina General Statutes Article 2 of Chapter 64.
4. Employer shall keep the Town of Clayton informed of any change in its status pursuant of North Carolina General Statutes Article 2 of Chapter 64.

This the 9th day of JAN, 20 25.

Affiant

STATE OF NORTH CAROLINA
COUNTY OF Johnston

Sworn to and subscribed before me, this the 9th day of Jan, 2025.

Notary Public

My Commission Expires: 9-29-29

[OFFICAL SEAL]

ALLISON BATTEN
Notary Public, North Carolina
Johnston County
My Commission Expires
9-29-29

CORBETT CONTRACTING INC
SELMA, NORTH CAROLINA

FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2023

CORBETT CONTRACTING INC
SELMA, NORTH CAROLINA
DECEMBER 31, 2023

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"C" Statement of Income

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Notes to Financial Statements

Schedule

"1" Analysis of Uncompleted Contracts

LINWOOD E. BRASWELL, INC.
ACCOUNTANT

POST OFFICE BOX 731
SMITHFIELD, NORTH CAROLINA 27577
(919) 934-3078

Independent Accountant's Review Report

To The Board of Directors
CORBETT CONTRACTING INC
1030 NAPOLEON ROAD
SELMA, NC 27576

I have reviewed the accompanying financial statements of CORBETT CONTRACTING INC, which comprise the balance sheet as of December 31, 2023, and the related statements of income, retained earnings and cash flows for the year then ended and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, I do not express such a opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

My responsibility is to conduct the review engagement in accordance with accounting principles generally accepted in the United States of America. Those standards require me to perform procedures to obtain limited assurance as a basis for reporting whether I am aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. I believe that the results of my procedures provide a reasonable basis for my report.

Accountant's Conclusion

Based on my review, I am not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Linwood E. Braswell, Inc.

Linwood E Braswell Inc
June 26, 2024

MEMBER
NATIONAL SOCIETY OF PUBLIC ACCOUNTANTS • NORTH CAROLINA SOCIETY OF ACCOUNTANTS
ENROLLED TO PRACTICE BEFORE THE INTERNAL REVENUE SERVICE

Exhibit "A"

CORBETT CONTRACTING INC
BALANCE SHEET
DECEMBER 31, 2023

Assets

Current Assets	
Cash in Bank - BB&T	$ 1,587.54
Accounts Receivable	779,094.10
Retainage Receivable	285,394.19
Employee Loans	2,306.01
Prepaid Taxes	683.67
Total Current Assets	1,069,065.51
Property and Equipment	
Machinery & Equipment	3,019,729.90
Office Equipment	18,241.64
Buildings	74,035.22
Vehicles	760,527.46
Total Property and Equipment	3,872,534.22
Less Accumulated Depreciation	(2,222,280.59)
Net Property and Equipment	1,650,253.63
Non Current Assets	
Shareholder Loans	151,115.54
Total Non Current Assets	151,115.54
Total Assets	$ 2,870,434.68

See Accompanying Notes and Accountants' Review Report

Exhibit "A"

CORBETT CONTRACTING INC
BALANCE SHEET
DECEMBER 31, 2023

Liabilities and Stockholders' Equity

Current Liabilities		
Accounts Payable	$	262,067.96
Notes Payable - Current Portion		329,777.22
Billings in Excess of Cost and Estimated Profit		477,262.33
Payroll Taxes Payable		4,490.02
Accrued Salaries & Wages		19,057.00
Total Current Liabilities		1,092,654.53
Long-Term Liabilities		
Note Payable - Trusit Bank		131,304.63
Note Payable - John Deere Financial		560,101.13
Total Long-Term Liabilities		691,405.76
Less Note Payable - Current Portion		329,777.22
Long-Term Liabilities, Net of Current Portion		361,628.54
Total Liabilities		1,454,283.07
Stockholders' Equity		
Capital Stock		100.00
Retained Earnings		1,416,051.61
Total Stockholders' Equity		1,416,151.61
Total Liabilities and Stockholders' Equity	$	2,870,434.68

See Accompanying Notes and Accountants' Review Report

Exhibit "B"

CORBETT CONTRACTING INC
STATEMENT OF RETAINED EARNINGS
FOR THE YEAR ENDED DECEMBER 31, 2023

Beginning Retained Earnings	$	1,767,561.18
Plus Net Income		67,008.35
Less Dividends Paid		418,517.92
Ending Retained Earnings	$	1,416,051.61

See Accompanying Notes and Accountant's Review Report

Exhibit "C"

CORBETT CONTRACTING INC
STATEMENT OF INCOME
FOR THE YEAR ENDED DECEMBER 31, 2023

Income	
Contract Income	$ 4,627,559.46
Total Income	4,627,559.46
Cost of Goods Sold	
Direct Labor - Water	369,390.40
Direct Labor - Sewer	431,542.19
Direct Labor - Misc.	93,102.53
Equipment Rental	128,712.55
Equipment Fuel	64,658.27
Materials	1,851,481.68
Subcontracting	544,118.76
Water Sample Testing	435.00
Total Cost of Goods Sold	3,483,441.38
Gross Profit	1,144,118.08
Operating Expenses	
Loan Fees	650.00
Miscellaneous Tax	1,585.95
Truck Radios	16,391.95
Administrative Wages	47,685.00
Officer Salaries	81,250.00
Auto Fuel	78,767.67
Auto Service	29,664.61
Contributions	9,541.45
Credit Line Interest	639.87
Depreciation Expense	350,530.33
Equipment Maintenance	66,460.37
Insurance	93,865.67
Employees Hospital Insurance	31,871.82
Bonds	375.00
Interest Expense	18,130.15
Late Fees/Bank Charges	2,653.75
Supplies	39,790.85

See Accompanying Notes and Accountants' Review Report

Exhibit "C"

CORBETT CONTRACTING INC
STATEMENT OF INCOME
FOR THE YEAR ENDED DECEMBER 31, 2023

Office Expense	3,560.77
Rent	42,000.00
Repairs and Maintenance	10,864.79
Telephone	6,622.31
Electricity	2,291.59
Utilities (Propane & Trash)	7,821.43
Legal and Accounting Fees	8,925.00
Software Support Fees	620.25
Payroll Tax Expense	79,113.73
Franchise Tax	200.00
Penalties	994.62
Dues & Subscriptions	4,559.80
Meals	5,984.93
Permits, Tags & Fees	65,461.07
Total Operating Expenses	1,108,874.73
Operating Income (Loss)	35,243.35
Other Income (Expenses)	
Miscellaneous Income	470.00
Gain/Loss on Sale of Assets	48,359.00
Total Other Income (Expenses)	48,829.00
Net Income (Loss) Before Taxes	84,072.35
State Income Tax	17,064.00
Net Income (Loss)	$ 67,008.35

See Accompanying Notes and Accountants' Review Report

Exhibit "D"

CORBETT CONTRACTING INC
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2023

Cash Flows from Operating Activities	
Net Income (Loss)	$ 67,008.35
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:	
Depreciation and Amortization	350,530.33
Decrease (Increase) in Operating Assets:	
Accounts Receivable	(56,345.77)
Shareholder Loans	150,000.00
Employee Loans	(1,706.08)
Cost and Estimated Profit in Excess of Billings	22,626.68
Prepaid Expenses	(683.67)
Increase (Decrease) in Operating Liabilities:	
Accounts Payable	473.04
Accrued Salaries & Wages	19,057.00
Payroll Taxes Payable	(4,915.54)
Billings in Excess of Cost and Estimated Profit	359,064.88
Total Adjustments	838,100.87
Net Cash Provided By (Used In) Operating Activities	905,109.22
Cash Flows from Investing Activities	
Capital Expenditures	(441,676.80)
Sale of Fixed Asset, Net of Accum. Depr.	21,141.00
Net Cash Provided By (Used In) Investing Activities	(420,535.80)
Cash Flows from Financing Activities	
Increase (Decrease) in Long-Term Debt	(79,352.75)
Distributions to Shareholders	(418,517.92)
Net Cash Provided By (Used In) Financing Activities	(497,870.67)
Net Increase (Decrease) In Cash and Cash Equivalents	(13,297.25)
Beginning Cash and Cash Equivalents	14,884.79
Ending Cash and Cash Equivalents	$ 1,587.54

See Accompanyinng Notes and Accountant's Review Report

CORBETT CONTRACTING INC
Notes to Financial Statements
December 31, 2023

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

The Company is a water and sewer utilities contractor serving independent developers and municipalities in Wake, Johnston and surrounding counties in North Carolina. The Company regularly grants credit to its customers. The work is performed under fixed price contracts and is billed based upon percentage of completion. Major customers in 2023 include Barnhill Contracting Co., Chatham Park Investors and Johnston Flex, LLC.

The Company utilized the products and services of these major suppliers and subcontractors in 2023:
Core & Main LP, Oldcastle Precast, Inc., Wake Stone Corporation,TEC Utilities Supply Co., Inc., Red Star Oil Company, Inc. and James River Equipment, LLC.

Use of Estimates

The process of preparing financial statements in conformity with generally accepted accounting principles requires the use of estimates and assumptions regarding certain types of assets, liabilities, revenues and expenses. Such estimates primarily relate to unsettled transactions and events as of the financial date. Accordingly, upon settlement, actual results may differ from estimated amounts.

Accounting Method

The Company uses the accrual basis of accounting in accordance with generally accepted accounting principles. Revenues from contracts are recognized using the percentage-of-completion method, which is based on materials used and management estimate of percent complete. Therefore the financial statements take into account the profit earned to date on contracts not yet completed.

Property and Equipment

Property and equipment are recorded at cost. Expenditures for maintenance and repairs are charged to operations as incurred. The straight-line method of accounting is utilized for computing depreciation over the respective asset's estimated useful life.

Income Taxes

The Company, with the consent of its shareholders, elected "S" status under Section 1361 of the Internal Revenue Code. Under those provisions the Company will not pay corporate income taxes on its taxable income. Instead the shareholders will be liable for individual federal and state income taxes on his respective share of the Company's taxable income. Therefore, no provision or liability for federal or state income tax is included in these financial statements.

NOTE B - RELATED PARTY TRANSACTIONS

The Company rents its shop and office buildings from the shareholders of the corporation. The Company pays monthly rent which is estimated at fair rental value. The Company also bears the expense of utilities, insurance and ongoing maintenance of the property. Rent expense for the year ended December 31, 2023 was $42,000.00.

At variable times, the Company's shareholders will borrow funds from, or loan funds to the Company. At December 31, 2023, there was a outstanding shareholder loan of $151,115.54. Shareholder loans are non-interest bearing and due on demand.

CORBETT CONTRACTING INC
Notes to Financial Statements
December 31, 2023

NOTE C - LONG TERM DEBT

As of December 31, 2023 long-term debt consisted of the following:

The Company has a $150,000.00 secured working capital line of credit with Truist Bank. Interest is payable monthly at prime plus 2% with a minimum of 6.00%. At December 31, 2023 there was a outstanding balance of $0. The line of credit is secured by a first deed of trust on the personal residence and 57.26 acres of farmland owned by Dennis K. and Sharon O. Corbett.	$	0.00
Note Payable to John Deere Financial, payable in 48 monthly installments of $4,845.31, including interest at 0.00%. The note is collateralized by a John Deere 245G Excavator VIN # 1FF245GSCMF801886.		77,524.58
Note Payable to Truist Bank, payable in 60 monthly installments of $682.64 and interest due April 14, 2027, including interest at 5.76%. The note is collateralized by a 2023 Dorsey Trailer VIN # 7KYFB4824PED34557.		24,754.48
Note Payable to John Deere Financial, payable in 36 monthly installments of $3,633.07, including interest at 1.5%. The note is collateralized by a Hamm H 5ip Compactor S/N H270-0563 and a Hamm H 5ip Compactor S/N H270-0464.		32,495.04
Note Payable to Truist Bank, payable in 60 monthly installmennts of $2,005.94, including interest at 3.32%. The note is collateralized by a 2021 Chev 2500 HD S/N 1GB1YLE76MF217970 and a 2021 Chev 2500 HD S/N 1GB1WLE70MF193414.		55,790.62
Note Payable to Truist Bank, payable in 60 monthly installments of $1,206.03, including interest at 6.5%. The note is collateralized by a 2023 Manac Dump Trailer S/N 5MC423418P3212444 .		50,759.53
Note Payable to John Deere Financial, payable in 36 monthly installments of $2,945.00, including interest at 0.00%. The note is collateralized by a John Deere 344L Loader S/N 1LU344LXKZB049991.		2,945.06
Note Payable to John Deere Financial, payable in 48 monthly installments of $4,651.72, including interest at 0.00%. The Note is collateralized by a John Deere 135G Excavator S/N 1FF135GXJMF502712.		93,034.48
Note Payable to John Deere Financial, payable in 48 monthly installments of $6,926.89, including interest at 4.5%. The Note is collateralized by a John Deere 350 P-Tier Excavator Vin # 1FF350PAKPF001022.		286,310.63
Note Payable to John Deere Financial, payable in 48 monthly installments of $7,633.49, including interest at 3.25%. The note is collateralized by a John Deere 345G Excavator Vin # 1FF345GXLKF020366		67,791.34
Total Long-Term Debt		691,405.76
Less Current Portion		366,018.73
Net Long-Term Debt	$	325,387.03

Maturities of long-term debt are as follows:

Year Ending December 31	
2024	$ 330,165.46
2025	174,142.69
2026	109,253.61
2027	77,844.00
Total	$ 691,405.76

Schedule "1"

CORBETT CONTRACTING, INC.
ANALYSIS OF UNCOMPLETED CONTRACTS
As of December 31, 2023

JOB	TOTAL CONTRACT AMOUNT	TOTAL ESTIMATED COST	TOTAL ESTIMATED PROFIT	PERCENT COMPLETE	ESTIMATED PROFIT IN CONTRACT TO DATE	ESTIMATED PROFIT IN BALANCE OF CONTRACT	COST TO DATE	BILLINGS TO DATE	COST & ESTIMATED PROFIT IN EXCESS OF BILLINGS	BILLINGS IN EXCESS OF COST & ESTIMATED PROFIT	BILLINGS TO COMPLETE	ESTIMATED COST TO COMPLETE
Anna Drive	$ 961,966.00	852,542.00	109,424.00	83.37%	91,224.96	18,199.04	710,750.00	820,174.00	-	18,199.04	141,792.00	141,792.00
Chatham Park 5.1 East	1,112,520.00	979,738.00	132,782.00	97.49%	129,446.65	3,335.35	955,128.00	1,087,910.00		3,335.35	24,610.00	24,610.00
Grant Drive PH-1B	181,090.00	160,537.00	20,553.00	17.48%	3,591.79	16,961.21	28,055.00	48,608.00	-	16,961.21	132,482.00	132,482.00
Grant Drive PH-3	526,401.00	461,979.00	64,422.00	33.65%	21,677.87	42,744.13	155,455.00	219,877.00		42,744.13	306,524.00	306,524.00
Knightdale Station R8	518,070.00	518,070.00	-	4.17%	-	-	21,609.00	21,609.00		-	496,461.00	496,461.00
Mellott PH-1A & 1B	1,088,586.00	974,196.00	114,390.00	13.36%	15,288.07	99,101.93	130,200.00	244,590.00		99,101.93	843,996.00	843,996.00
Mellott Pump Station	2,763,265.00	2,462,860.00	300,405.00	3.39%	10,179.22	290,225.78	83,454.00	383,860.00		290,226.78	2,379,405.00	2,379,406.00
Park On Page - Top Golf	687,005.00	618,176.00	68,829.00	90.27%	62,135.11	6,693.89	558,056.00	626,885.00	-	6,693.89	60,120.00	60,120.00
TOTAL	$ 7,838,903.00	$ 7,028,098.00	$ 810,805.00		$ 333,543.68	$ 477,261.32	$ 2,642,707.00	$ 3,453,513.00	$ -	$ 477,262.33	$ 4,385,390.00	$ 4,385,391.00

See Accompanying Notes and Accountants' Review Report

Town Council Regular Meeting
Agenda Cover Sheet

Meeting Date	Agenda Location
February 3, 2025	CONSENT AGENDA

Item Title

Final Resolution to Award - Elevated Water Storage Tank

Presenter(s)

Shannon Poole - Engineering Department

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? Yes

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

On October 7, 2024, Town Council approved Resolution 2024-98, granting tentative award and authorizing the Town Manager to execute a construction contract, along with any necessary change orders, with Phoenix Fabricators & Erectors, LLC for the Elevated Water Storage Tank project.

The project is funded using ARPA funds, which required Authority to Award approval from the North Carolina Division of Water Infrastructure (NCDWI) before proceeding. The Town received Authority to Award on November 20, 2024.

Staff recommends approval of Resolution 2025-12, the final Resolution of Award, allowing Town Manager to execute the construction contract, along with any necessary change orders for commencement of construction.

Funding Source

N/A

Corresponding Documentation

2025_12_RESOLUTION_FinalAward_EST

Clayton SRP-D-ARP-0342 ATA

2024-9~1

Submitted By: Shannon Poole, Engineering

Reviewed By:

Donald Perry, Engineering Director	Approved - Jan 29 2025
Heidi Holland, Town Clerk	Approved - Jan 30 2025

Resolution #2025-12

RESOLUTION OF FINAL AWARD

WHEREAS, the Town of Clayton, North Carolina has received bids, pursuant to due and proper advertisement and notice thereof, for construction of the Copper District Elevated Storage Tank, DWI Project No. SRP-D-ARP-0342(the "Project"), and

WHEREAS, based solely upon the information and documentation provided in the bid packages submitted on September 19, 2024, Pheonix Fabricators and Erectors, LLC. was the lowest responsive responsible bidder for the Project contract, in the total bid amount of $8,525,336.00, and

WHEREAS, McKim & Creed, the Engineer of Record, has reviewed all of the bids and has recommended the award of construction to Pheonix Fabricators and Erectors, LLC., the lowest responsive responsible bidder; and

WHEREAS, award of the Project contract to Pheonix Fabricators and Erectors, LLC. was contingent on receiving Authority to Award by the North Carolina Division of Water Infrastructure. Authority to Award was received on November 20, 2024.

WHEREAS Resolution of Tentative Award, 2024-98 was adopted on October 7, 2024.

NOW, THEREFORE, BE IT RESOLVED that FINAL AWARD is hereby made to Pheonix Fabricators and Erectors, LLC. in the Total Bid Amount of $8,525,336.00,

BE IT FURTHER RESOLVED that upon failure of any of the foregoing conditions, this Resolution shall be void ab initio.

Upon motion of _____, seconded by_____, this Resolution was unanimously adopted, this the 3rd day of February 2025.

_____
Michael Sims
Mayor Pro Tem

(Seal)

ATTEST:

_____
Heidi Holland, CMC, NCCMC
Town Clerk

ROY COOPER
Governor
MARY PENNY KELLEY
Secretary
SHADI ESKAF
Director

NORTH CAROLINA
Environmental Quality

November 20, 2024

Mr. Richard D. Cappola, Town Manager
Town of Clayton
Post Office Box 879
Clayton, NC 27528

SUBJECT: Authority to Award
Project No. SRP-D-ARP-0342
Copper District Elevated
Storage Tank
Clayton, NC

Dear Mr. Cappola:

The Project Bid Information documents, including the Disadvantaged Business Enterprise (DBE) solicitations, have been reviewed for the subject project. The project budget is approved as follows:

Project Expenses	**Total Amount**	**Eligible Amount**
Phoenix Fabricators and Erectors	$8,525,336	$7,385,336**
Construction Phase Engineering	$165,000	$165,000
Contingency 5%*	$426,267*	$426,267*
Total Costs	**$9,116,603*** **	**$7,976,603*** **

Subject to further review
****Architecture Items ineligible***
*****Note: ARPA award is limited to $4,000,000. This document does not increase available funding.***

Please note that the funding amount is restricted to the eligible costs noted above. This amount may be less than the amount in the executed Funding Offer. If costs increase during construction, please contact the Division regarding the possibility of increasing funding. Increases will only be considered to cover unforeseen conditions and will not be considered for any increases to the scope.

You may award the contract and issue work orders to begin construction. Please provide **Pam Whitley** of this office with the following:

- An original executed bound contract with specifications

NORTH CAROLINA Department of Environmental Quality
North Carolina Department of Environmental Quality | Division of Water Infrastructure
512 N. Salisbury Street | 1633 Mail Service Center | Raleigh, North Carolina 27699-1633
919.707.9160

- Notice to Proceed.

The approval of contracts is not required prior to issuance of work orders, but no disbursements can be processed until the contract documents have been approved. Additionally, please note that this office will not process any payments until we receive the executed funding agreement.

The subcontractors in the table below, and their DBE status, are noted as part of this Authority to Award. Should any of these subcontractors not be able to perform the work noted, the selection of a new subcontractor will entail utilizing "Good Faith Efforts" again and providing this office with that evidence.

Subcontractors for Phoenix Fabricators and Erectors			
TRADE	**SUBCONTRACTOR**	**PRICE**	**DBE**
H-Piles	American Deep Foundation, Inc.	$525,000	n/a
Site-Work/Civil	A.C. Schultes of Carolina, Inc.	$1,100,000	n/a
Electrical	Brother's Electric Company, Inc.	$580,000	n/a
Architecture	Trademark Visual, Inc.	$1,150,000	n/a

All Payment requests must be supported by adequate documentation of costs. Your attention is directed to the special funding conditions included with your funding agreement regarding items that must be addressed prior to payments being made for construction costs.

The assigned inspector for your project is Kamal Koudas. Please contact him prior to scheduling the preconstruction conference. He will need to attend this first meeting. His contact information is kamal.koudas@deq.nc.gov. Please be advised that all change orders must be forwarded to the inspector for review and a funding eligibility determination. Your construction of this project is a step forward in protecting our valuable water resources.

If you have questions regarding this matter, you can contact Lynn Kern at lynn.kern@deq.nc.gov.

Sincerely,

Mark L. Hubbard, P.E.
Grant Management Unit

cc: Richard D. Cappola, Town Manager, (rcappola@townofclaytonnc.org)
Shannon Poole, Engineering Technician, (spoole@townofclaytonnc.org)
Michael Penny, P.E., McKim & Creed Inc., (mpenny@mckimcreed.com)
Kamal Koudas, DWI (via email)
Pam Whitley, DWI (via email)
ARPA **(P_ATA)**
Agreement ID: 2000069053

Resolution #2024-98

RESOLUTION OF TENTATIVE AWARD

WHEREAS, the Town of Clayton, North Carolina has received bids, pursuant to due and proper advertisement and notice thereof, for construction of the Copper District Elevated Storage Tank, DWI Project No. SRP-D-ARP-0342(the "Project"), and

WHEREAS, based solely upon the information and documentation provided in the bid packages submitted on September 19, 2024, Pheonix Fabricators and Erectors, LLC. was the lowest responsive responsible bidder for the Project contract, in the total bid amount of $8,525,336.00, and

WHEREAS, McKim & Creed, the Engineer of Record, has reviewed all of the bids and has recommended the **award of construction** to Pheonix Fabricators and Erectors, LLC., the lowest responsive responsible bidder; and

WHEREAS, award of the Project contract to Pheonix Fabricators and Erectors, LLC. is subject to Authority to Award by the North Carolina Division of Water Infrastructure.

NOW, THEREFORE, BE IT RESOLVED that TENTATIVE AWARD is hereby made to Pheonix Fabricators and Erectors, LLC. in the Total Bid Amount of $8,525,336.00, but expressly subject to and contingent upon Authority to Award by the North Carolina Division of Water Infrastructure and action by the Town Council to make a **FINAL AWARD**; and

BE IT FURTHER RESOLVED that upon failure of any of the foregoing conditions, this Resolution shall be void ab initio.

Upon motion of MPT Sims, seconded by CM Archer, this Resolution was unanimously adopted, this the 7th day of October, 2024.

TOWN OF CLAYTON
INCORPORATED
APRIL 1869
CLAYTON, N.C.

Jody McLeod, Mayor

(Seal)

ATTEST:

Heidi Holland

Heidi Holland, Town Clerk

Town Council Regular Meeting
Agenda Cover Sheet

Meeting Date	Agenda Location
February 3, 2025	CONSENT AGENDA

Item Title

Resolution to Approve Agreement for Purchase of Nitrogen Allocation

Presenter(s)

Joshua Baird, PE - Water Resources Director

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

Staff are seeking approval for the purchase of 2,360 pounds per year of nitrogen allocation (at the estuary) to support the continued growth of the Town and the future expansion of the Sam's Branch Water Reclamation Facility. This purchase is necessary to ensure compliance with environmental regulations while accommodating anticipated increases in wastewater flow resulting from development and economic expansion.

The Town is required to maintain sufficient nitrogen allocation under the Neuse River Basin Nutrient Sensitive Waters Management Strategy and other regulations to support its wastewater treatment operations. To proactively address future capacity needs, this purchase will provide additional nitrogen allocation, ensuring that the Town's infrastructure can support continued development and regulatory compliance.

The purchase consists of 2,360 pounds per year of nitrogen allocation at an industry standard rate of $500 per pound, bringing the total transaction cost to $1,180,000. The acquisition will be funded through development nitrogen offset fees, which are revenues collected from development projects. The nitrogen allocation is being purchased from Covation Biomaterials LLC in Kinston NC.

Securing this additional nitrogen allocation is essential for supporting the Town's ongoing growth and ensuring that wastewater treatment capacity aligns with future demands. As Clayton continues to expand, investing in nitrogen allocation now will prevent potential capacity constraints and regulatory compliance challenges in the future. The expansion of the Sam's Branch Reclamation Facility relies on securing sufficient nitrogen allocation, making this purchase a critical step in the Town's long-term planning efforts.

Staff request Town Council approval of the resolution to enter into purchase agreement with Covation Biomaterials LLC and authorize Town Manager to complete the purchase transaction.

Funding Source

N/A

Corresponding Documentation

COVATION-AGREEMENT OF PURCHASE AND SALE TN ALLOCATION- Final 01-30-25

Resolution 2025-13

Submitted By: Joshua Baird, Public Works/Operations

Reviewed By:

Rich Cappola, Town Manager	Approved - Jan 30 2025
Heidi Holland, Town Clerk	Approved - Jan 30 2025

State of North Carolina
County of Johnston

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE ("Agreement") is made and entered into as of the Effective Date set forth on the signature page of this Agreement, by and between **TOWN OF CLAYTON,** a body politic and corporate organized under and virtue of the laws of the State of North Carolina ("Purchaser") and **COVATION BIOMATERIALS LLC,** a limited liability company organized under and by virtue of the State of Delaware ("Seller"). Purchaser and Seller are individually referred to as a "Party" and collectively as the "Parties."

RECITALS

A. Seller is entitled to sell a portion of its annual mass loading limit for total nitrogen ("TN Allocation") according to the Neuse River Basin Nutrient Sensitive Waters Management Strategy: Wastewater Discharge Requirements adopted by the North Carolina Environmental Management Commission in 15A NCAC 2B .0713 (formerly 15A NCAC 2B.0234) which the Seller acquired when it purchased the polyester spinning plant facilities located on NC Highway 11 in Grifton, NC.

B. Seller desires to sell 2,360 pounds at the Estuary of said TN Allocation (Seller's "Offered TN Allocation").

C. Purchaser has determined that is in the best interests of its rate payers to acquire the Offered TN Allocation to facilitate the future expansion of its wastewater flow. Seller has determined that it no longer has a need for the Offered TN Allocation and that it is in the best interest to sell the same.

NOW, THEREFORE, for and in consideration of the foregoing recitals, the mutual promises and covenants contained herein, and the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1: PURCHASE OF PORTION OF SELLERS'S TN ALLOCATION

1.1 Purchase of Seller's Offered TN Allocation. Seller hereby agrees to sell and Purchaser agrees to purchase Seller's Offered TN Allocation, together with all of Seller's rights to and uses for said Seller's Offered TN Allocation. Upon the payment by Purchaser of the full Purchase Price, ownership, title and any other rights and interests in the Offered TN Allocation shall transfer from Seller to Purchaser.

ARTICLE II: PURCHASE PRICE

2.1 Purchase Price. The Purchase Price ("Purchase Price") for the Seller's Offered TN Allocation shall be $1,180,000 U.S. DOLLARS, which shall be payable in full at Closing on the terms set forth hereinbelow.

2.2 Reduction in Seller's Allocation. The Purchase Price is based upon the Seller being able to transfer to Purchaser at Closing an allocation amount of 2,360 Lbs/Yr of TN at the Estuary in compliance with the governing regulatory framework and the requirements set out in this Agreement. In the event Seller is unable to transfer an allocation of 2,360 Lbs/Yr of TN at the Estuary, notwithstanding Seller's commitment to do all it can to preserve the full amount of the Offered TN Allocation for purposes of this transaction and not to sell any portion of it before Closing, Purchaser shall have the right, in its sole discretion, to terminate this Agreement or proceed with the purchase of such lesser number of Lbs/Yr as Seller is then able to transfer at a Purchase Price to be calculated based on FIVE HUNDRED ($500.00) U.S. DOLLARS per pound of TN at the Estuary, which Purchase Price shall be paid in full at Closing as set forth hereinbelow.

ARTICLE III: CLOSING DATE; CLOSING DOCUMENTATION; PRORATIONS

3.1 Closing. Closing of the purchase shall occur at a location, date and time mutually agreed upon by both parties.

3.2 Closing Documentation

3.2.1 Payment of Purchase Price. At Closing, Purchaser shall pay to the Seller the Purchase Price on the terms set forth above. Payment will be in

the form of wire transfer or other immediately available funds. The Seller's Offered TN Allocation will not be transferred to Purchaser, until the funds are received in Seller's financial accounts as indicated by Seller.

3.2.2 Bill of Sale and Additional Documentation. Seller shall deliver to the Purchaser at Closing a Bill of Sale. The parties shall also execute and deliver at Closing any other documents reasonably identified by Purchaser or Seller in writing prior to the date of Closing, as necessary or appropriate to complete and evidence the transaction contemplated thereby.

ARTICLE IV: CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATION TO PURCHASE

The obligations and liabilities of Purchaser hereunder shall be in all respects conditioned upon satisfaction of each of the following conditions precedent, the failure of any which, unless waived by Purchaser, shall entitle Purchaser, in addition to its other rights and remedies provided in the Agreement, to terminate this Agreement by written notification given to Seller on or before the Closing Date.

4.1 No Change in Seller's TN Allocation. Seller shall hold the entire Seller's Offered TN Allocation, provided however that in the event Seller's TN Allocation should be fewer than 2,360 Lbs/Yr at the Estuary, Purchaser, in its sole discretion, may close the purchase as described in Paragraph 2.2 herein.

4.2 Change in Laws. There shall have been no change in statutes or regulations and no administrative or legal decision or opinion by any court or administrative agency materially affecting Purchaser's ability to acquire, hold, and use Seller's TN Allocation for the purposes described herein, or affecting Seller's ability to transfer Seller's TN Allocation.

4.3 Accuracy of Representations and Warranties. All representations and warranties made by Seller in this Agreement shall be true and accurate in all material respects.

4.4 NCDEQ Approval. In the event NCDEQ fails to approve the Purchaser's request to modify its National Pollutant Discharge Elimination System (or NPDES)

permit for the TN Estuary Allocation, Seller, upon written demand from Purchaser, shall return to the Purchaser all monies paid pursuant to this Agreement. In the event that Seller returns to the Purchaser all monies paid pursuant to this Agreement, Purchaser shall transfer to Seller the TN Allocation conveyed pursuant to this Agreement and disclaim any ownership interest in that TN Allocation.

ARTICLE V. REPRESENTATIONS AND WARRANTIES OF SELLER

To induce Purchaser to enter into this Agreement and to purchase the Offered TN Allocation, Seller hereby makes the representations, warranties, and covenants set forth in this Section, upon each of which Seller acknowledges and agrees that Purchaser is entitled to rely and has relied.

5.1 Authority. Seller has corporate power and authority to execute, deliver and perform its obligations under this Agreement and this Agreement has been duly authorized, executed and delivered by Seller, constitutes the valid binding agreement of Seller and is enforceable in accordance with its terms.

5.2 Organization. Seller is a duly organized and validly existing limited liability company under the laws of the State of Delaware, is registered with the North Carolina Secretary of State and authorized to transact business in the State of North Carolina, and is in good standing with the States of Delaware and North Carolina.

5.3 Representations and Warranties of Seller. Seller represents and warrants to Purchaser that, with respect to the TN Allocation delivered to Buyer hereunder: (i) each pound of TN Allocation sold hereunder meets the specifications set forth in this Agreement ; (ii) Seller has good and legal ownership to the TN Allocation; and (iii) all right, title and interest in and to the TN Allocation are free and clear of any liens, taxes, claims, security interests, or other encumbrances, and upon receipt of the TN Allocation by Purchaser, Purchaser shall have all right, title, and interest in and to such TN Allocation. SELLER EXPRESSLY NEGATES ANY OTHER REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS RELATED TO THE CREDITS.

5.4 No Default-Laws or Other Agreements. The execution and delivery of and the performance by Seller of its obligations hereunder do not and will not contravene, or constitute a default under, any provisions of applicable law or regulation, or any agreement, judgment, injunction, order, decree or other instrument binding upon Seller or result in the creation of any lien or other encumbrance on any asset of Seller.

5.5 No Adverse Legal Proceedings. To Seller's knowledge, there is no action, suit or proceeding pending or known to be threatened against or affecting Seller in any court or before any arbitrator or before any governmental body which: (a) in any manner raises any questions affecting the validity or enforceability of this Agreement or any other agreement or instrument to which Seller is a party or by which it is bound and that is to be used in connection with, or is contemplated by, this Agreement; (b) could adversely affect the ability of Seller to perform its obligations hereunder, or under any document to be delivered pursuant hereto; or (c) could adversely affect the Offered TN Allocation or the use or purposes thereof. Seller has not filed a petition or an answer seeking reorganization or an arrangement with creditors or to take advantage of any insolvency or bankruptcy law.

ARTICLE VI: REPRESENTATIONS AND WARRANTIES OF PURCHASER

To induce Seller to enter into this Agreement and to sell the Offered TN Allocation as herein provided, Purchaser hereby makes the representations and warranties set forth in this Section, upon each of which Purchaser acknowledges and agrees that Seller is entitled to rely and has relied.

6.1 Authority. This Agreement has been duly executed and delivered by Purchaser, constitutes the valid and binding agreement of Purchaser and is enforceable in accordance with its terms. Purchaser has complied or will comply with all requirements under Article 5, Chapter 162A of the North Carolina General Statutes to duly authorize this Agreement.

6.2 No Default-Laws or Other Agreements. The execution and delivery of and the performance by Purchaser on its obligations hereunder do not and will not contravene, or constitute a default under, any provisions of applicable law or

regulation, or any agreement, judgment, injunction, order, decree or other instrument binding upon Purchaser or result in the creation of any lien or other encumbrance on any asset of Purchaser.

ARTICLE VII: SELLER'S COVENANTS

7.1 Cooperation With Purchaser. Seller shall cooperate with and assist, and shall take no action that might impede, Purchaser in obtaining any legal authorizations provided that Seller shall not be obligated to incur any expense in doing so.

7.2 Maintenance of TN Allocation. Seller shall not sell or transfer any portion of Offered TN Allocation to any other person besides Purchaser prior to Closing, and take no action that might harm its value prior to Closing. In the event Seller becomes aware before Closing of any action or event that potentially may cause loss of value, totally or partially, to the Offered TN Allocation, Seller shall promptly notify Purchaser of such action or event.

ARTICLE VIII: REMEDIES ON DEFAULT

8.1 Event of Default. For purposes of this Agreement , a party shall be in default (each of the following, an " Event of Default "): (i) if that party fails to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within five (5) business days of written notice from the other party; (ii) if that party materially breaches any or all of its obligations under this Agreement and such breach is not cured within ten (10) business days of written notice of such breach from the other party; (iii) if any representation or warranty made by a party pursuant to this Agreement proves to have been false in any material respect when made; or, before the conclusion of all actions required for the sale, delivery, and performance of obligations under this Agreement, (iv) if a party makes an assignment or any general arrangement for the benefit of its creditors; files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors; has a petition filed against it; or otherwise becomes bankrupt or insolvent (however evidenced); (v) if that party repudiates any obligation under this Agreement.

8.1 Default by Purchaser. In the event of a default or other failure to perform hereunder by Purchaser on any of the terms, conditions and provisions of this Agreement prior to Closing, Seller, upon written notice to Purchaser and following notice and opportunity to cure, may terminate this Agreement.

8.2 Default by Seller. In the event of a default or other failure to perform hereunder by Seller of any of the terms, conditions and provisions of this Agreement prior to Closing, Purchaser, upon written notice to Seller, and following notice and opportunity to cure, may terminate this Agreement.

ARTICLE IX: NOTICE

Notices given pursuant to this Agreement shall be in writing, delivered in person, or by a nationally recognized overnight delivery service-next business day delivery (e.g. Federal Express or like carrier) and shall be deemed effective upon the date received via personal delivery or overnight delivery service. Each party hereto may change the address to which Notices to it should be sent by notice given to the other party as provided herein. The addresses of the parties to which notice are to be sent shall be set forth on the signature page of this Agreement.

ARTICLE X: MISCELLANEOUS

10.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements and agreement heretofore entered into between these parties are superseded hereby. This Agreement may not be changed orally, but only by an agreement in writing signed by both Purchaser and Seller.

10.2 Waiver. No waiver of any of the provisions to this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced.

10.3 Assignment and Succession. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns. Closing shall

not terminate the obligations of the parties that are by their terms intended to survive closing.

10.4 Severability. If any article, section, phrase or portion of this Agreement is, for any reason, held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such article, section, phrase, or portion so adjudged will be deemed separate , severable and independent and the remainder of this Agreement will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided the basic purpose of this Agreement and the benefits to the Parties are not substantially impaired.

10.5 Governing Law. The provisions of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina.

10.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

10.7 No Third Party Beneficiaries. The provisions of this Agreement pursuant hereto shall not impart rights enforceable by any person or entity not a Party or not a permitted successor or assignee of a Party bound to this Agreement and shall not create, or be interpreted as creating, any standard of care or liability to any person not a Party hereto.

REMAINDER OF PAGE LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to become effective as of the date of signing by the last party to execute this Agreement, as indicated by the dates appearing next to the signatures below, the Effective Date.

PURCHASER:

Town of Clayton Witness:

BY: _____ _____
Name

Date: _____

Address: Town of Clayton
Attention: Town Manager
111 E. Second St
Clayton, NC 27520

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

_____
Finance Officer, Town of Clayton

SELLER:

Covation Biomaterials LLC

BY: _____
Dean Trivits
Covation Biomaterials LLC

Date: _____

Address: 4693 Highway 11 N
Grifton, NC 28530

Resolution #2025-13

A RESOLUTION APPROVING THE AGREEMENT OF PURCHASE AND SALE OF NITROGEN ALLOCATION WITH COVATOIN BIOMATERIALS LLC

WHEREAS, the Town of Clayton is committed to maintaining compliance with environmental regulations while supporting continued growth and economic development; and

WHEREAS, the Town is required to maintain sufficient nitrogen allocation under the Neuse River Basin Nutrient Sensitive Waters Management Strategy and other applicable regulations to support its wastewater treatment operations; and

WHEREAS, in order to proactively address future wastewater treatment capacity needs, the Town must secure additional nitrogen allocation to ensure its infrastructure can accommodate anticipated increases in wastewater flow and maintain regulatory compliance; and

WHEREAS, the Town intends to purchase 2,360 pounds per year of nitrogen allocation at the estuary from Covation Biomaterials LLC in Kinston, NC, at an industry-standard rate of $500 per pound, for a total transaction cost of $1,180,000; and

WHEREAS, the purchase will be funded through development nitrogen offset fees; and

WHEREAS, securing this additional nitrogen allocation is essential for the future expansion of the Sam's Branch Water Reclamation Facility, ensuring that the Town's wastewater treatment capacity aligns with future demands and avoids potential capacity constraints or regulatory compliance challenges;

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

1. The purchase of 2,360 pounds per year of nitrogen allocation from Covation Biomaterials LLC at a cost of $1,180,000 is hereby approved.
2. The Town Manager is authorized to execute the purchase agreement with Covation Biomaterials LLC and take all necessary actions to complete the transaction.

Duly adopted this the 3rd day of February, 2025, while in regular session.

_____
Michael Sims
Mayor Pro Tem

ATTEST:

_____
Heidi Holland, CMC, NCCMC
Town Clerk

Town Council Regular Meeting
Agenda Cover Sheet

Meeting Date	Agenda Location
February 3, 2025	CONSENT AGENDA

Item Title

Appointment to Economic Development Advisory Board

Presenter(s)

Heidi Holland, Town Clerk

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

Joe Stallings, the Town's new Economic Development Director, has applied for a position on the Economic Development Advisory Board. The Johnston County Board of Commissioners has requested a recommendation from the Council regarding his application. If approved, the recommendation will be included on the agenda for the next Johnston County Board of Commissioners meeting for final consideration and approval.

Funding Source

N/A

Submitted By: Heidi Holland, Administration

Reviewed By:

Heidi Holland, Town Clerk Approved - Jan 30 2025

Town Council Regular Meeting
Agenda Cover Sheet

Meeting Date	Agenda Location
February 3, 2025	CONSENT AGENDA

Item Title

Automatic Aid Response with Knightdale Fire Department

Presenter(s)

David Ranes, Fire Chief

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 automatic aid response agreement codifies the current practice of the Knightdale Fire Department sending their closest fire engine with staff on the initial dispatch to areas identified in the Shotwell Road and northwest part of the Claytex Fire District for building fires.

Background/History

The fire service has long used automatic aid to assist neighboring departments with fire apparatus and staffing during incidents of significant consequence like building fires. While we have this agreement in place with local Johnston County fire departments, we do not have an official agreement in place with the Knightdale Fire Department, even though this is a current practice.

Recommendation

Staff recommends that the Council approve and sigh the Automatic Aid Agreement for Fire Protection.

Funding Source

N/A

Cost

N/A

Corresponding Documentation

Auto Aid Agmt - Clayton Knightdale

Submitted By: David Ranes, Fire Department

Reviewed By:

David Ranes, Fire Chief	Approved - Jan 15 2025
Heidi Holland, Town Clerk	Approved - Jan 15 2025

NORTH CAROLINA

JOHNSTON COUNTY

AUTOMATIC AID AGREEMENT FOR FIRE PROTECTION

This Agreement, made and entered into this the _____ day of _____, 2025, by and between the Town of Clayton, North Carolina, a municipal corporation, (hereinafter "Town"), and the Town of Knightdale, a municipal corporation:

W I T N E S S E T H :

WHEREAS, the Town operates a municipal fire department to serve and protect the property and public safety of the citizens of the town; and

WHEREAS, the Town of Knightdalte operates a fire department to serve and protect the Knightdale area and public safety of the users thereof, said departments hereinafter sometimes referred to collectively as "the fire departments"; and

WHEREAS, pursuant to North Carolina General Statutes 58-83-1, the General Assembly of North Carolina has specifically authorized automatic aid assistance between fire departments whereby fire departments may send firemen and apparatus beyond the territorial limits which they normally serve; and

WHEREAS, the purpose of this agreement is to provide emergency response, through a predetermined plan, as agreed upon in dispatch protocol, by which the Town of Knightdale shall render aid to the Town in case of any incident occurring in the limits as set out on the attached district map, which is hereby incorporated into this Agreement; and

WHEREAS, it is in the public interest for the parties hereto to enter into an agreement for automatic aid assistance in order to increase fire defenses, to assure proper fire control, and to provide reserves needed to assure their respective jurisdictions of adequate fire protection; and

WHEREAS, by action of the undersigned officials, this agreement for automatic aid assistance was duly authorized.

NOW, THEREFORE, in consideration of the mutual covenants contained herein by and between the parties hereto, it is hereby agreed as follows:

1. To activate the terms of this agreement as herein set forth, due to conflagration, holocaust, civil disorder or natural disaster, upon notification that an emergency does, in fact, exist and that aid is needed, the Town of Knightdale will dispatch available

apparatus equipment and staffing into action to assist the Town of Clayton in the geographic area set forth above and as shown on the attached district map.

2. It shall be the responsibility of the officer of the fire department of the responding party that all personnel responding to the request for assistance are responsible persons and that the conduct and actions of said personnel shall be the responsibility of the party sending assistance.

3. The party responding to the request for automatic aid under the terms of this agreement shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The party responding shall also assume all liability and responsibility for any damage caused by its own apparatus while responding to or returning from a specific location.

4. Each party to this agreement shall assume all costs of salaries, wages, bonuses or other compensation for its own personnel that responds for duty under the terms of this agreement and shall also assume all cost involving the use of apparatus, equipment, tools used specifically in response to the request for aid and shall make no charge for such use to the party requesting assistance.

5. Either party may, at any time, terminate this agreement, through its Board of Directors or governing body, and upon the serving of a thirty-day (30) written notice.

6. When fire department personnel respond pursuant to the agreement, the jurisdiction, authority, rights, privileges, and immunities including coverage under workers compensation laws shall be extended to department personnel during the entire incident until completion.

7. When providing automatic aid under this agreement, it is agreed to respond with a minimum of one piece of fire apparatus capable of carrying a minimum of five-hundred (500) gallons of water and a staffing of three firefighters.

[Signatures to Follow]

TOWN OF CLAYTON

BY:_____
Jody McLeod, Mayor

ATTEST:

_____
Heidi Holland, City Clerk
(SEAL)

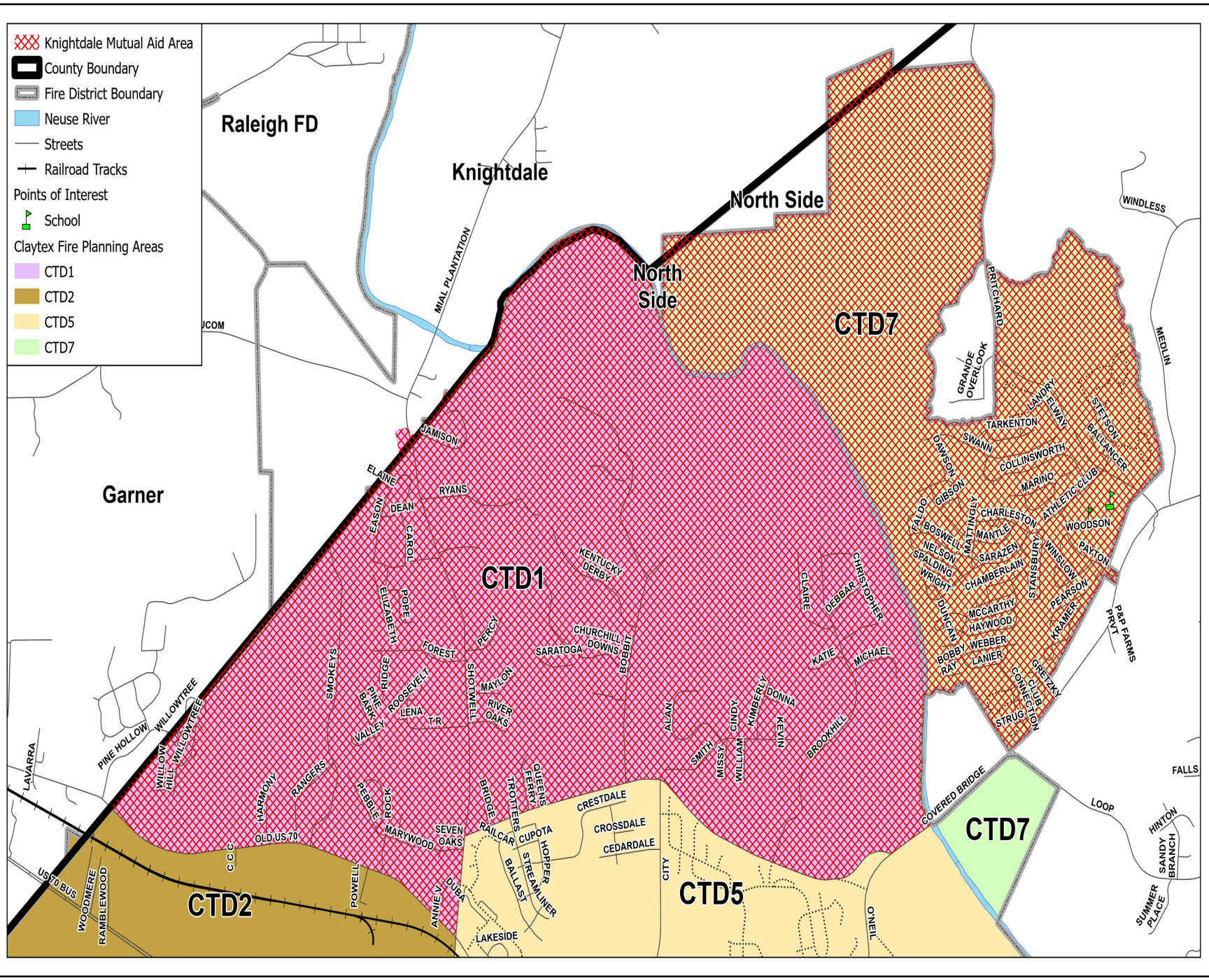
TOWN OF KNIGHTDALE

BY:_____
Loren Cone, Fire Chief

ATTEST:

_____
Secretary

(SEAL)


Knightdale Mutual Aid Area
County Boundary
Fire District Boundary
Neuse River
Streets
Railroad Tracks
Points of Interest
School
Claytex Fire Planning Areas
CTD1
CTD2
CTD5
CTD7
Raleigh FD
Knightdale
North Side
North Side
Garner
CTD1
CTD2
CTD5
CTD7
CTD7
MIAL PLANTATION
WINDLESS
MEDLIN
PRITCHARD
GRANDE OVERLOOK
LANDRY
ELWAY
STETSON
BALLANCER
TARKENTON
SWANN
DAWSON
COLLINSWORTH
MARINO
ATHLETIC CLUB
WOODSON
GIBSON
FALDO
BOSWELL
NELSON
SPALDING
WRIGHT
MATTINGLY
CHARLESTON
MANTLE
SARAZEN
CHAMBERLAIN
DUNCAN
MCCARTHY
HAYWOOD
WEBBER
LANIER
BOBBY RAY
STANSBURY
WINSLOW
PAYTON
PEARSON
KRAMER
CRETZKY
CONNECTION
CLUBHOUSE
STRUG
P&P FARMS PRVT
JAMISON
ELAINE
EASON
DEAN
RYANS
CAROL
KENTUCKY DERBY
CHURCHILL DOWNS
SARATOGA
BOBBIT
CLAIRE
DEBBAR
CHRISTOPHER
KATIE
MICHAEL
ELIZABETH
POPE
FOREST
PERCY
SMOKEYS
PINE RIDGE
BARK
VALLEY
ROOSEVELT
LENA
T R
SHOTWELL
MAYLON
RIVER OAKS
ALAN
SMITH
MISSY
WILLIAM
CINDY
KIMBERLY
DONNA
KEVIN
BROOKHILL
PINE HOLLOW
WILLOW
HILL
WILLOWTREE
LAVARRA
HARMONY
RANGERS
PEBBLE
ROCK
MARYWOOD
SEVEN OAKS
OLD US 70
BRIDGE
TROTTERS
QUEENS FERRY
RAILCAR
CUPOTA
HOPPER
STREAMLINER
BALLAST
CRESTDALE
CROSSDALE
CEDARDALE
CITY
O'NEIL
COVERED BRIDGE
LOOP
FALLS
HINTON
SANDY BRANCH
SUMMER PLACE
LAKESIDE
ANNIE V
DUBA
POWELL
C C C
US 70 BUS
WOODMERE
RAMBLEWOOD

TOWN OF CLAYTON
PROCLAMATION
BLACK HISTORY MONTH

WHEREAS, Black History Month was formally adopted in 1976 to honor and affirm the importance of Black History throughout our American experience; and

WHEREAS, the history of people of African heritage goes back tens of thousands of years and includes some of the greatest and most advanced and innovative societies in the history of human experience; and

WHEREAS, African-Americans have played a significant role in the history of the United States from the early days of the pioneers to our present-day leaders in such industries as aerospace, finance, government, and international trade; and

WHEREAS, during Black History Month all Americans are encouraged to reflect on the rich history and teachings of African Americans and bear witness to the progress, beauty, and achievements they have made throughout society.

NOW, THEREFORE, on behalf of the Clayton Town Council, we hereby proclaim February 2025 as Black History Month throughout the Town. We encourage the celebration of African Americans' collective ingenuity, creativity, cultures, and traditions and participation in community events honoring their contributions.

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

_____

Michael Sims
Mayor Pro Tem

TOWN OF CLAYTON
PROCLAMATION
STUDENT ART MONTH

WHEREAS, the arts, in its many forms, constitute an important part of the community and contribute to the development of our youth; and,

WHEREAS, participation in and enjoyment of the arts can take many forms, including the visual arts, fine arts and performing arts; and,

WHEREAS, The Woman's Club of Clayton has sought to promote the involvement of our youth in various art projects to the betterment of their minds and the community as a whole.

NOW, THEREFORE, LET IT BE PROCLAIMED by the Town Council of the Town of Clayton that the month of February each year, be recognized as:

STUDENT **A**RT **M**ONTH

Let it also be proclaimed that all businesses, industries, and citizens in the Clayton community are urged to support and encourage the school aged children of Clayton to participate in the arts.

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

_____

Michael Sims
Mayor Pro Tem

TOWN OF CLAYTON
PROCLAMATION
CUSTOMER SERVICE DAY

WHEREAS, Customer Service Day is a celebration that recognizes and appreciates the hard work of those in customer service roles; and

WHEREAS, it's a way to show appreciation for the individuals who go out of their way to ensure customers have a positive experience; and

WHEREAS, excellent customer service can help strengthen relationships with current customers, as well as attract potential new ones. By showing how much you value your customers through providing exceptional support, you can build higher levels of trust and loyalty between them and the organization; and

WHEREAS, having great customer service means incorporating all departments into the process, from sales to product development to operations; and

WHEREAS, this collaboration allows for more effective communication internally by creating smoother processes, resulting in better and faster resolution of matters related to customers.

NOW, THEREFORE, on behalf of the Clayton Town Council, we hereby proclaim Friday, January 17, 2025 as Customer Service Day.

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

_____

Michael Sims
Mayor Pro Tem

TOWN OF CLAYTON
PROCLAMATION
NATIONAL SCHOOL RESOURCE OFFICER DAY

WHEREAS, The National Association of School Resource Officers (NASRO) is dedicated to making schools and children safer by providing the highest-quality training to school-based law enforcement officers; and

WHEREAS, school resource officers (SROs) bridge gaps between youth and law enforcement and embrace a triad concept of school policing, serving in informal counseling, education and law enforcement roles to support students and communities they serve; and

WHEREAS, by training law enforcement officers to counsel, educate, and protect school communities, the men and women of NASRO continuously lead by example and promote a positive image of law enforcement to school children and school communities; and

WHEREAS, SRO programs across the globe are founded as collaborative efforts by police agencies, law enforcement officers, educators, students, parents, and communities to create safe learning environments, provide valuable resources to school staff members, foster positive relationships with students and develop strategies to resolve problems that affect youth with the goal of protecting all children, so they can reach their fullest potential; and

WHEREAS, school resource officers are valuable and essential members of the education community and deserve unwavering respect and support from the public in the pursuit of keeping schools and students safe; and

NOW, THEREFORE, on behalf of the Clayton Town Council, we hereby proclaim February 15, 2025 as National School Resource Officer Day, a special day to show appreciation for school-based law enforcement officers, and to encourage all citizens to show their gratitude with displays of support and personal messages.

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

_____

Michael Sims
Mayor Pro Tem

Town Council Regular Meeting
Agenda Cover Sheet

Meeting Date	Agenda Location
February 3, 2025	NEW BUSINESS

Item Title

Donation of Surplus Fire Engine to Johnston Community College

Presenter(s)

David Ranes, Fire Chief

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

Applicable General Statute Number: 160A-280

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
- ☐ Public Hearing (Not Required by GS)
- ☐ Newspaper Notice (Not Required by GS)
- ☐ Press Release
- ☐ Website
- ☐ Survey

☐ Special Mailing ☐ None Required

Summary

The Fire Department is seeking approval to partner with Johnston Community College on thedonation of a surplus fire engine to the Fire/Rescue Training Program. The fire engine is a 2006 Pierce Contender pumper, VIN# 4P1CC01A16A006069, Fleet ID# 0192. The truck has been deemed surplus and has limited resale value due to possible motor issues, which Johnston Community College is aware of.

Background/History

The Fire Department has demonstrated a history of helping out less fortunate departments and communities by donating surplus fire apparatus that have met their useful life in Clayton and have been deemed surplus. Just recently, we were able to assist the Marshallburg Fire Department in Carteret County with the donation of a 2003 fire engine. The surplus of this 2006 Pierce Contender pumper and subsequent surplus equipment provides us an opportunity to support the Fire/Rescue Training program at Johnston Community College. This fire engine was recently replaced in our fleet with a new apparatus and has met it's useful service life for the fire department. Prior to being designate as surplus, the apparatus was removed from service due to significant oil leaks and use/loss of coolant, indicating potential significant motor concerns. Johnston Community College has communicated a need for a fire engine in their training program and their diesel mechanics program is primed to evaluate and address any motor issues that they identify. This donation to Johnston Community College benefits the Clayton Fire Department, as the program is a pipeline for new hires. Recently, we have hired three employees who came through the JCC Fire Training program.

Recommendation

Staff recommends that Council adopt the resolution to donate the 2006 Pierce Contender pumper, VIN# 4P1CC01A16A006069 and associated surplus fire equipment to Johnston Community College.

Funding Source

N/A

Cost

N/A

Corresponding Documentation

RESOLUTION DECLARING CERTAIN REAL PROPERTY SURPLUS JCC

Submitted By: David Ranes, Fire Department

Reviewed By:

David Ranes, Fire Chief	Approved - Jan 15 2025
Heidi Holland, Town Clerk	Approved - Jan 15 2025

Resolution #2025-10

RESOLUTION DECLARING CERTAIN REAL PROPERTY SURPLUS

WHEREAS, North Carolina General Statute §160A-280 authorizes a city or town to donate personal property that is deemed surplus to its needs to another governmental unit, nonprofit organization, or similar entity, provided that the governing board approves the donation by resolution after publishing notice of the proposed donation; and

WHEREAS, it is in the best interest of the Town of Clayton and the public to support organizations that provide valuable services to the community by donating surplus property;

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

1. The 2006 Pierce Contender Pumper (VIN# 4P1CC01A16A006069) is hereby declared surplus and is no longer needed by the Town for its current operations.
2. The Town Council authorizes the donation of the 2006 Pierce Contender Pumper and associated equipment to Johnston Community College for the Fire/Rescue Training Program in Smithfield, North Carolina.
3. The Mayor and/or Town Manager are hereby authorized to execute any and all documents necessary to complete this donation in accordance with NCGS 160A-280.
4. This resolution shall become effective immediately upon adoption.

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

_____
Michael Sims
Mayor Pro Tem

ATTEST:

_____
Heidi L. Holland, CMC, NCCMC
Town Clerk

Ordinance #2025-01-03

Town of Clayton
Fiscal Year 2024-2025
Budget Ordinance

BE IT HEREBY ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON, NORTH CAROLINA that the following shall be the Fiscal Year 2024 - 2025 Budget:

Section 1: The following amounts are hereby appropriated in the General Fund for the operation of the town government and its activities for the fiscal year beginning July 1, 2024 and ending June 30, 2025 in accordance with the chart of accounts heretofore established for this town:

General Government	4,871,373
Financial Services	5,278,255
Community Development Services	920,444
Economic Development	337,437
Data and Technology Services	4,733,716
Communications	367,797
Customer Service	0
Engineering	1,012,486
Inspections	1,693,137
Law Enforcement	7,204,481
Fire Protection	6,431,949
Public Works	12,983,080
Parks & Recreational Services	2,997,620
Cultural & Performing Arts	932,702
Library Operations	1,043,565
Debt Service	2,697,313
Total	53,505,355

Section 2. It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025:

REVENUES PENDING

Ad Valorem Taxes	23,454,018
State Shared Revenues	11,367,386
Intergovernmental	4,017,603
Permits & Fees	2,085,475
Sales & Services	3,651,309
Grants & Donations	285,500
Other Financing Sources	2,680,000
Miscellaneous	2,961,450
Fund Balance/Cap. Reserve	3,002,614
Total	53,505,355

Section 3. The following amounts were hereby appropriated in the Water and Sewer Fund for the operation of the water and sewer utilities for the fiscal year beginning July 1, 2024 and ending June 30, 2025 in accordance with the chart of accounts heretofore approved for the Town:

Non-Departmental	12,024,395
Administration	1,488,419
Operations	7,603,264
Preventive Maintenance	1,586,253
Wastewater Treatment Plant	8,224,110
Debt Service	5,947,189
Capital Outlay	18,015,260
Inter-Departmental	4,622,930
Total	59,511,820

Section 4. It is estimated that the following revenues will be available in the Water/Sewer Fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025:

REVENUES PENDING

Permits & Fees	4,164,320
Sales & Services	39,296,500
Grants & Donations	14,000,000
Other Financing Sources	2,000,000
Miscellaneous	51,000
Fund Balance/Cap. Reserve	0
Total	59,511,820

Section 5. The following amounts are hereby appropriated in the Electric Fund for the operation of the electric utility for the fiscal year beginning July 1, 2024 and ending June 30, 2025 in accordance with the chart of accounts heretofore approved for the Town:

Non-departmental	426,841
Administration	381,709
Operations	13,840,358
Debt Service	549,718
Capital Outlay	2,570,000
Inter-departmental	1,745,374
Total	19,514,000

Section 6. It is estimated that the following revenues will be available in the Electric Fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025:

REVENUES PENDING

Permits & Fees	1,036,000
Sales & Services	18,360,000
Grants & Donations	0
Other Financing Sources	0
Miscellaneous	118,000
Fund Balance/Cap. Reserve	0
Total	19,514,000

Section 7. There is hereby levied a tax at the rate of sixty-five cents ($0.65) per one hundred dollars ($100) valuation of property as listed for taxes as of January 1, 2024 for the purpose of raising the revenue listed as “Ad Valorem Taxes” in the General Fund in Section 2 of this ordinance. This rate is based on estimated real property valuation for the purposes of taxation of $3,184,673,300 and an estimated rate of collection of 99.75%. The estimated rate of collection is based on the fiscal year 23-24 collection rate of 99.92%. The estimated vehicle property valuation for the purpose of taxation is $318,333,300. There is hereby levied a Municipal Vehicle Tax at a rate of $30 per vehicle registered as of July 1, 2024.

Section 8. Authorized position totals for Fiscal Year 2024-2025 are as follows: 6 elected officials; 348 full-time; 25 permanent part-time; 1 full-time water resources apprentice; 1 full-time Electric Enterprise apprentice; 10 interns; a pool of auxiliary positions in Fire and Police, and a pool of seasonal/roster workers as needed to support operations, subject to available funding at the discretion of the Town Manager. New position authorizations are initially established by the annual budget ordinance and changes authorized by the Town Manager to this schedule may occur during the fiscal year as reclassifications of authorizations to meet the changing needs of the organization. Succession planning may require onboarding a successor employee prior to the effective date of the current employee's retirement or separation from the Town to meet the needs of the organization. The Town Manager is authorized to utilize lapse salary for succession planning or reassignment of positions within each fund without Council approval. Other funding sources for succession planning require Council approval.

Section 9. The Budget Officer is hereby authorized to transfer appropriations except for amounts in line item for Council Contingency as contained herein under the following conditions:

a. The Budget Officer may reallocate appropriations within or across departments and/or major categories as deemed necessary. All reallocations will be reviewed and approved by the Budget Officer or his/her designee.
b. The Budget Officer may execute inter-fund transfers as anticipated by the Budget Ordinance without additional approval by Council.
c. The Budget Officer may reallocate funds accrued because of personnel lapse salary to provide the Town Manager with reasonable flexibility to mitigate unforeseen circumstances and/or effectively advance priorities operationally. The maximum amount that can be reallocated during the first six months of the fiscal year is $75,000 without Council approval. Another $75,000 can be added to the second half of the fiscal year. The Town Manager will provide a formal mid-year report in January on the usage overall within the first six months. Usage of lapse salary is subject to the Town Manager/Budget Officer's approval and may not be delegated.
d. No expenditure or transfer shall be made from line item for Council Contingency without express, prior approval by the Town Council.

Section 10. Operating funds encumbered on the financial records as of June 30, 2024, are hereby re-appropriated to Fiscal Year 2024-2025 subject to approval by the Town Manager/Budget Officer or his/her designee.

Copies of this Budget Ordinance shall be furnished to the Clerk, the Council, the Budget Officer, and Finance Director to be kept on file by them for their direction in the disbursement of funds.

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

_____
Michael Sims
Mayor Pro Tem

ATTEST:

_____
Heidi L. Holland, CMC, NCCMC
Town Clerk

APPROVED AS TO FORM

_____
Jim Cauley
Town Attorney