



Town of Clayton  
Town Council Regular Meeting Agenda  
Monday, October 7, 2024 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
  - September 16, 2024 - Regular Session
  - September 16, 2024 - Closed Session

*Presenter:* Heidi Holland, Town Clerk  
[September 16, 2024 - Regular Session](#)
- b. Harvest Festival MOU  
*Presenter:* Amy Shearin, Economic Development  
[MOU CCOC TOWN Harvest Fest FINAL](#)
- c. Hocutt-Ellington Memorial Library Technology Lending Policy  
*Presenter:* Mel Poole, Circulation Supervisor  
[Hocutt-Ellington Memorial Library Technology Lending Policy](#)
- d. Resolution To Accept Public Utilities into The Town of Clayton Public Utility System for Maintenance – O'Neil Overlook  
*Presenter:* Michael Worner, Engineering  
[Resolution To Accept Public Utilities into The Town of Clayton Public Utility System for Maintenance – O'Neil Overlook](#)
- e. Resolution To Accept Public Utilities into The Town of Clayton Public Utility System for Maintenance – Spinning Mill Phase 2 Water Line  
*Presenter:* Michael Worner, Engineering  
[Resolution To Accept Public Utilities into The Town of Clayton Public Utility System for Maintenance – Spinning Mill Phase 2 Water Line](#)
- f. Resolution to Acquire Easements for the Walmart Pump Station Abandonment Project  
*Presenter:* Joshua Baird, Interim Engineering Director  
[Resolution to Acquire Easements for the Walmart Pump Station Sanitary Sewer Line Project](#)

**POTENTIAL ACTION:**

Approve Consent Agenda as Presented

**4. ADMINISTRATIVE ITEMS**

- a. Clayton4U  
*Presenter:* Nathanael Shelton, Communication Director

**5. INTRODUCTIONS AND SPECIAL PRESENTATIONS**

- a. National Community Planning Month Proclamation  
*Presenter:* Council Member Archer to Present to the Planning Department  
[National Community Planning Month Proclamation](#)
- b. National Arts and Humanities Month Proclamation  
*Presenter:* Council Member Casey to Present to Cultural Arts  
[National Arts and Humanities Month Proclamation](#)
- c. Public Power Week Proclamation  
*Presenter:* Mayor Pro Tem Sims to Present to the Electric Department  
[Public Power Week Proclamation](#)
- d. National Day of Service Proclamation  
*Presenter:* Mayor McLeod to Present to Trish Perna, TWCC President  
[National Day of Service Proclamation](#)
- e. Little Library Project  
*Presenters:* Sara Perricone and Joe Slaton, Public Art Advisory Board

**6. PUBLIC HEARINGS**

**7. QUASI-JUDICIAL HEARING**

**8. OLD BUSINESS**

- a. Copper District Elevated Storage Tank - Tentative Award  
*Presenter:* Joshua Baird, Interim Engineering Director  
[Copper District Elevated Storage Tank - Tentative Award](#)

**POTENTIAL ACTION:**

Adoption of Resolution #2024-98

- b. Legend Park Update  
*Presenters:* Joshua Baird, Water Resources Director/Interim Engineering Director and Rich Cappola, Town Manager

**9. NEW BUSINESS**

- a. FY 2023 Staffing for Adequate Fire and Emergency Response (SAFER) Grant  
*Presenter:* David Ranes, Fire Chief  
[FY 2023 Staffing for Adequate Fire and Emergency Response \(SAFER\) Grant](#)

**POTENTIAL ACTION:**

Adoption of Resolution #2024-97

**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**

## **13. ADJOURNMENT**

- a. Adjourn

### **POTENTIAL ACTION:**

Motion To Adjourn

## **INFORMATION FOR THE PUBLIC**

### **3. CONSENT AGENDA**

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

### **7. QUASI-JUDICIAL HEARING**

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

### **11. OTHER BUSINESS – INFORMAL DISCUSSION & PUBLIC COMMENT**

#### **RULES FOR PERSONS ADDRESSING TOWN COUNCIL**

- During public hearings and public comment periods, each speaker will identify him/herself by giving his or her name and place of residence.
- Each speaker will be limited to speaking one time on any topic. When you are finished speaking, please step away from the podium and be seated.
- Each speaker will be limited to three (3) minutes and each group's representative will be limited to a maximum of five (5) total minutes. Each group is encouraged to designate a single spokesperson for their group.



**Town of Clayton**  
**Town Council Regular Meeting Minutes**  
**Monday, September 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 Porter Casey  
Council Member Andria Archer  
Council Member Gretchen Williams  
Council Member Ruth Anderson\*

*\*Joined Remotely*

**Staff Present:**

Rich Cappola, Town Manager  
Jim Cauley, Town Attorney  
Dolores Gill, Deputy Town Manager  
Lee Barbee, Deputy Town Manager  
Robert McKie, Finance Director  
Nathanael Shelton, Communication Director  
Conrad Olmedo, Planning Director  
Sam Johnson-Phillips, Deputy Town Clerk

**Council Absent:**

None

**1. CALL TO ORDER**

- a. Call to Order

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

- b. Pledge of Allegiance

Mayor McLeod led the Pledge of Allegiance.

- c. Invocation

Mayor McLeod provided the Invocation.

**2. ADJUSTMENT OF THE AGENDA**

- a. Town Manager Cappola provided the adjustment of the agenda to add closed session to discuss a Legal Matter in accordance with NC GS 143-318.11(a)(3) and to swap item 6b. UDO Text Amendments - UDO 2-24 with item 6d. Town of Clayton Strategic Plan to be heard in that order.

**Approve or Adjust the Agenda**

|                |                    |
|----------------|--------------------|
| <b>RESULT:</b> | <b>CARRIED 5-0</b> |
| <b>MOVER:</b>  | Michael Sims       |

|                  |                                                                                  |
|------------------|----------------------------------------------------------------------------------|
| <b>SECONDER:</b> | Andria Archer                                                                    |
| <b>YES:</b>      | Porter Casey, Andria Archer, Michael Sims, Gretchen Williams, and Ruth Anderson* |
| <b>NO:</b>       | None                                                                             |

### 3. **CONSENT AGENDA**

#### a. Minutes

- August 19, 2024 - Regular Session
- August 19, 2024 - Closed Session
- September 3, 2024 - Work Session
- September 3, 2024 - Regular Session
- September 3, 2024 - Closed Session

*Presenter:* Heidi Holland, Town Clerk

#### b. NCDOT Road Closure Request

*Presenter:* Amy Shearin, Community Events and Engagement Coordinator

#### **Approve Consent Agenda as Presented**

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

### 4. **ADMINISTRATIVE ITEMS**

#### a. Clayton4U

*Presenter:* Nathanael Shelton, Communication Director

Mr. Shelton presented the latest episode of Clayton4U which focused on the difference between building inspections versus home inspections.

### 5. **INTRODUCTIONS AND SPECIAL PRESENTATIONS**

#### a. National Finance and Accounting Appreciation Week Proclamation

*Presenter:* Mayor McLeod To Present To Staff

Mayor McLeod read and presented the National Finance and Accounting Appreciation Week proclamation to the Finance Department. Mayor McLeod also read and presented the Certificate of Achievement to Robert McKie.

#### b. National IT Professionals Day Proclamation

*Presenter:* Mayor Pro Tem Sims To Present To Staff

Mayor Pro Tem Sims read the National IT Professionals Day proclamation.

- c. Human Resources Professionals Day Proclamation  
*Presenter:* Council Member Archer To Present To Staff

Council Member Archer read the Human Resources Professionals Day proclamation.

- d. National Custodian Day Proclamation  
*Presenter:* Council Member Williams To Present To Staff

Council Member Williams read and presented the National Custodian Day proclamation to the custodian department.

## 6. PUBLIC HEARINGS

- a. 2023-202-ANX NCRR Industrial Development  
*Presenter:* Conrad Olmedo, Planning Director

Mr. Olmedo provided highlights of an annexation petition request. The applicant is seeking annexation of +/- 72 acres of contiguous real property into the town limits of Clayton. It was reported that the property is located on the corner of 70 and NC 42 and it's currently in the ETJ. Mr. Olmedo informed the Council there would be a subsequent TRC review of a site plan for this development but that would not be part of this request. It was stated the current zoning is heavy industrial and the future land use map has it as an employment center.

Mayor Pro Tem Sims asked if this area was industrial, Mr. Olmedo responded in the affirmative and that it's a heavy industrial zoning district. Council Member Archer communicated gratitude to the applicant for their desire to join the Town of Clayton. Mayor McLeod noted this as a public hearing and asked if anyone wished to speak. With no one wishing to speak, Mayor McLeod turned it over to Council for their deliberation.

### Adoption of Ordinance #2024-09-01

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

- b. UDO Text Amendments - UDOTA 2-24  
*Presenter:* Conrad Olmedo, Planning Director  
Chad Meadows, Consultant CodeWright Planners

Mr. Meadows summarized the amendments found in the UDOTA 2-24. It was communicated there were 113 changes in the UDO. There were a series of nine

procedural changes. It was stated there were a series of eight changes to the zoning districts.

- Type 3 Conditional Rezoning - Concept plan subject to vesting; does not run with the land
- DTNC - Removed height provision for corner buildings
- Mixed Use Development must comply with Mixed-Use Design Standards in chapter 6 (DTNC, DTNN, DTNT, MXD)
- MXD District - There is a maximum street setback, not a minimum street setback
- RLD District - Sidewalks may be required in certain areas
- Methods of Demonstrating Higher Quality Development for Type 3 Conditional Rezoning (landscaping, parking, traffic lights)
- Lot Coverage - Only areas under buildings or roofs = lot coverage; prior approvals subject to rules in effect when approved
- Off-Street Parking - May encroach into setbacks except in DTNC and DTNT

It was communicated to Council the nine changes to Uses:

- Parking and Shipping Uses - permitted by right in PUB
- Vehicle Towing or Storage - Allowed in CZC
- Bungalow Court - Requires Type B (not Type C buffer)
- Single Family Attached - All lots in Downtown districts less than 50 feet wide must be rear loaded
- Secondary Structures - some permitted in front of principal dwelling when lot is 2 acres in size or more; requires doubled front setback
- Push carts added to mobile restaurants; removes separation from schools, churches, cemeteries
- RV Parking - Removed from CRM, LID, HID, CZC, CZI
- Vehicle Towing or Storage - Added as a secondary use, subject to same standards applied to principal use
- Outdoor dining may take place on an adjacent lot, but if so, not credited towards open space set-aside standards

It was communicated to Council the three changes to the Infrastructure:

- Placement of features within an easement requires prior approval from easement holder
- Easements are permitted features in passive and active open space set-asides
- Potable water & sanitary sewer minimum connection distances are measured as straight lines from point-to-point

Shared with Council were the 25 changes to the Development Standards chapter:

- Clarifies applicability of access & circulation standards for redevelopment (increase by 50% or more of floor area, use area, provided parking)

- Single Family Attached
- Increase min. driveway depth for single family detached from 20 to 25 feet
- Driveway spacing
- Setbacks from Alternative Access are same as street setback; Engineering Director may allow alternative accessway of 30 feet (down from 50')
- Driveways
- Parking Lot Cross Access
- Mixed Use standards applied to all principal buildings in a mixed-use development
- Bike Lanes in Mixed Use developments
- Mixed Use parking location
- Mixed Use weather protection
- Multi-Family Buildings must be parallel to street when within 100 feet of street
- Multi-Family Building Facade Elements
- Multi-Family Building Articulation
- Clarifies maximum building height
- Limit use of gates across accessways serving multi-family
- Clarifies non-residential design standards
- Non-Residential building articulation features
- Non-Residential outparcels on street corners
- Large format retail structures may utilize allowable alternatives to transparent windows and doors
- Residential design guidelines apply to triplexes & quadplexes
- Remove limits on concrete foundations
- Distinctly different requirements for SFD reduced from 6 to 4
- Lighting plans shall be prepared by a lighting professional
- Additional provisions allowing gravel to be used for surface parking

Changes in the Definition section:

- Mid-block Alley
- Vehicle Towing or Storage

It was communicated to Council that on August 26, 2024 the Planning Board considered the following revisions:

- Revise the maximum height of multi-family buildings within 100' of an existing single-family detached or attached residence to be two stories or up to 24 feet (up from 18 feet) in height
- Continue to integrate "enhancements" guidance language for Type 3 conditional rezonings in UDOTA3-24
- Explore further limits to driveway entrances for developing lots along arterial streets in UDOTA3-24 (to protect road capacity)

Some of additional amendments based on the September 3, 2024 work session,

discussion mentioned were:

- Clarify that neighborhood meetings must be conducted no more than 60 days before application submittal
- Clarify that annexation petitions do not require neighborhood meetings (though Town Council may still require one if they desire)
- Clarify the rules for public notice regarding annexations petitions
- Add to gravel parking lot surfacing rules to permit Aggregate Base Course (ABC) gravel or other configuration as an alternative to 4 inches of #57 stone (subject to Engineering Director approval)
- Limit the ability to establish vehicle towing or storage as a principal use except in CZC or CZI. It may be permitted by right as a secondary use (LID, HID, CZC, CZI)

Mayor McLeod noted this as a public hearing and asked if anyone wished to speak. With no one wishing to speak, Mayor McLeod turned it over to Council for their deliberation.

#### **Adoption of Ordinance #2024-09-02 and Consistency Statement**

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

- c. Town of Clayton Downtown Plan  
*Presenters:* Conrad Olmedo, Planning Director and Dan Lambert, McAdam's LLC

Mr. Olmedo provided an overview of the Town of Clayton Downtown Plan. Consultant Dan Lambert from McAdam's LLC was present. They have been working on this plan for at least over a year. It was stated there has been a significant amount of public engagement, discussions with the Downtown Development Advisory Board, Planning Board and with Council at the work sessions.

Mr. Lambert provided highlights of the final Clayton Downtown Plan presentation. It was stated the Downtown Plan itself has a couple of items that are new to the general public in terms of the land use within the central downtown core. Two new districts mentioned that were added were the Historic Downtown Core District and the Downtown Development District. The Historic Downtown Core district is the central focus, and the heart of Clayton is known today. The intention of this district is to preserve the historic small-town character of Downtown Clayton through the addition of protective language to the UDO for existing properties of historic significance and the establishment of architectural guidelines for new development and redevelopment within the

district. It was stated that the future land use plan presents as a variation on what is in the comprehensive land use plan, with some of the adaptations of what they came up with as a result of their planning process, including those two new categories. Mr. Lambert mentioned the Downtown Development district is the remainder of the expanded Downtown Core outside of the Historic Downtown Core district. The intention of this district is to concentrate density in new development within Downtown to minimize the gentrification impact on surrounding neighborhoods. Also, just as with the Historic Downtown Core, establishment of architectural guidelines helps to keep the character of Downtown Clayton intact while adapting to future growth pressures.

### **Traffic, Transportation, and Parking Recommendations**

#### **Near Term (0-5 years):**

- Add a 125 - foot eastbound left-turn lane on Main Street at O'Neil Street
- Add a 125-foot westbound right-turn lane on Main Street at O'Neil Street
- Traffic improvements on Main St including turn lanes.
- Better maintain pedestrian focus to not widen streets within downtown Clayton.
- Reduce the speed limit to 25 mph on Main Street from Stallings Street to Robertson Street.
- Incorporate a four-way stop at the intersection of Main Street + Moore Street.
- close the North Carolina Railroad crossing at Church Street
- Hire commuter rail planning consultants to study best possible location(s) for a commuter rail station in or near downtown Clayton
- continue to pursue BRT opportunities on US 70 BUS as well as bike/ped connectivity to downtown
- perform a formal Downtown Parking Study using projections derived from the land use and development patterns recommended in this Downtown Plan.
- to establish an agreement with NCCR to allow First Street and Front Street parking and pedestrian improvements,
- Design + construct First Street and Front Street and pedestrian improvements,
- Construct a need and feasibility study for surface and structure parking to identify possible sites, triggers for development of each and cost factors for implementing each
- Add funding line item to budget and Capital Improvements Plan to begin accruing necessary funds to implement either parking solution

#### **Mid Term (6-10 years):**

- Add a 75-foot eastbound left-turn lane on Main Street as Robertson Street
- Add a 100-foot westbound left-turn lane on Main Street at Robertson Street

- Add a 50-foot westbound left-turn lane on Main Street as Smith Street
- Realign Stallings Street to North of Railroad Corridor, Closing the railroad crossing as Stallings Street
- Establish a three-route network of micro-transit including the Green Route (Barber Mill + North O'Neil), Gold Route (US 70, and Pink Route NC 42)
- Acquire property for implementation of recommended long-term parking solution based on need and feasibility study

Long Term (10 years +):

- Develop Main Street into more of a 'complete street'
- Acquire property for implementation of recommended long-term parking solution based on need and feasibility study
- Design + construct preferred parking solution (Surface Lots or Structure)

### **Bicycle and Pedestrian Improvement Recommendations**

Near Term (0-5 years):

- (from 2022 Clayton Pedestrian Plan) Pedestrians at Signalized Intersections: install pedestrian signal heads, provide adequate pedestrian crossing time
- Design + Construct Priority Project #2 (from 2022 Clayton Pedestrian Plan): Main Street Pedestrian Improvements from Moore Street to Central Street
- Design + Construct Project #7 (from 2022 Clayton Pedestrian Plan): East Coast Greenway Completion: Downtown Clayton Feasibility Study
- (from 2022 Clayton Pedestrian Plan) Improves signage identifying parking as the Clayton Center and the route to Main Street
- Study, Design + Construct a grade separated pedestrian rail crossing including a greenway tunnel at Lombard Street to connect Main Street to the East Coast Greenway, creating a designated rail crossing for greenway traffic
- Plan, prioritize, design + construct consistent greenway scale walkway access along the length of the rail corridor through Downtown Clayton making connections to all pedestrian crossings of the rail corridor and improving access to Municipal Park from all parts of the Downtown Core
- (from CAMPO LAPP Program) Design + Construct East Main Street Sidewalk Connector from Central Street to US 70 Business
- (from CAMPO LAPP Program) Design + Construct the Mountain to Sea (MTS) Greenway Trail, also known as the Cross-Clayton Connector. This is included in the Move Clayton Transportation Plan as Priority Project #1: Robertson Street Sidewalk Gaps and Crossing Improvements from Clayton High School to Main Street
- (from CAMPO LAPP Program) Close approximately 900-foot-long sidewalk gap on Stallings Street from Crawford Parkway to McCullers Street to provide a more direct connection to the residents on Crawford

- Parkway to Municipal Park
- (from 2022 Clayton Pedestrian Plan): Implement Pedestrian Intersection Guidance at Signalized Intersections
- (from 2022 Clayton Pedestrian Plan): Implement Pedestrian Traffic Signal Enhancements
- Study Main Street Corridor for Potential to Incorporate Mid-Block Crossings under the NCDOT Action Plan
- Incorporate Funding for Sidewalk Gap Closures + Crossing Improvements
- Establish Priority List of Sidewalk Gap Closures + Crossing Improvements
- Seek Alternative Funding Sources for On-Street Connections such as bike lanes or shared lane markings to Area Greenways + East Coast Greenway Completion through Downtown Greenway Completion
- (from 2022 Clayton Pedestrian Plan): Form Active Transportation Advisory Committee (ATAC) + Include Downtown Representation
- (from 2022 Clayton Pedestrian Plan): Become Designated as a Walk Friendly Community
- (from 2022 Clayton Pedestrian Plan): Contract Planning + Design Services for an Integrated Branding, Signage + Wayfinding System
- Erect Decorative/Protective Fencing Along Rail Corridor Along First Street + Front Street for Full Length of Downtown Corridor from Atkinson Street to Central Street Restricting Crossings
- Improve Pedestrian Facilities at Railroad Crossings Including Controlled Access Control Measures
- (from 2022 Clayton Pedestrian Plan): Contract Planning + Design Services for an Integrated Branding, Signage + Wayfinding System

Mid Term (6-10 years):

- (from 2022 Clayton Pedestrian Plan) Construct Parking Lane/Enhancement Zone improvements including curb extensions, parklets, bicycle corrals, etc. in the pavement width typically used for on-street parallel parking
- (from 2022 Clayton Pedestrian Plan) Design + Construct Sidewalks Connecting First Street to Main Street, between Fayetteville Street and Church Street
- (from 2022 Clayton Pedestrian Plan) Design + Construct Sidewalks Connecting First Street to Main Street, between Church Street and Horne Square
- Improve Pedestrian railroad crossings at Robertson Street, O'Neil Street, and Central Street. Based on traffic counts at the railroad crossings, these intersections are the most used by pedestrians
- Study, Design + Construct pedestrian facility connections from Main Street at Robertson Street to the proposed greenway tunnel under the railroad, connecting the tunnel to the existing sidewalk on Main Street at Robertson Street

Long Term (10 years +):

- (from 2022 Clayton Pedestrian Plan) Construct Parking Lane/Enhancement Zone improvement including curb extensions, parklets, bicycle corrals, etc. in the pavement width typically used for on-street parallel parking
- (from 2022 Clayton Pedestrian Plan) Design + Construct Sidewalks Connecting Second Street to Main Street, between Lombard Street and Smith Street
- Plan, Prioritize, Design + Construct Consistent sidewalk access to primary destinations + main attractions in Clayton that are within walking distance of the public parking provided downtown including:
  - Downtown Clayton (Main Street)
  - Clayton High School
  - Town Hall and The Clayton Center
  - Hocutt-Ellington Library
  - US Post Office on Front Street
  - Municipal Park
- Implement Parking Lane/Enhancement Zone Concept throughout Downtown Core Area
- Implement + Construct Integrated Branding, Signage + Wayfinding System

**Downtown Events and Programming Recommendations**

Near Term (0-5 years):

- Identify Preferred Location for Construction of a Permanent Public Restroom Building for Year-Round Event and Public Use
- Add Funding Line Item to Annual Budget to Reserve Funds for Construction, Maintenance, and Security Patrol of Permanent Public Restroom Building and Related Infrastructure
- Add Funding Line Item to Annual Budget to Reserve Funds for Construction of Permanent Pavilion Structure(s) and Infrastructure
- Study Vendors from Current + Prior Farmers' Markets and Identify Gaps in Offerings to Customers
- Study if Downtown Events involving performances can be moved to Municipal Park or if a new stage should be constructed elsewhere
- Identify Available Location for Expanded Concert Series Including Different Venues at Different Scales
- Work with Other Series Such As Family Movie Night to Fill Empty Slots in Schedule with Regular Functions
- Work with Cultural Arts Department and The Clayton Center to Book Complimentary Performance Events
- Actively Seek a Variety of Vendors, Craftsmen, Artisans + Artist to Contract Spaces at the Farmers' Market
- Create a new position or empower an existing position to coordinate

downtown events and their planning

Mid Term (6-10 years):

- Identify Preferred Location for Permanent Pavilion Structure(s) for Year-Round Market Use
- Contract, Plan, Design + Construct Farmers' Market Pavilion Structure(s) + Infrastructure
- Actively Seek Larger and More Frequent Events through Target Marketing Campaigns

Long Term (10 years +):

- Contract, Plan, Design + Construct Permanent Public Restroom Building + Related Infrastructure

### **Infrastructure Improvement Recommendations**

Near Term (0-5 years):

- Utilizing the Downtown Stormwater Analysis Study (anticipated completion in late 2024), identify capacity needed and trigger points at which expansion of the needed capacity would occur at anticipated plan growth rates
- Contract a Water and Wastewater Analysis Study to identify capacity needed and identify need for new treatment facilities and locations for them as well as trigger points at which expansion of the needed capacity would occur at anticipated plan growth rates
- Contract an Electrical Service Capacity Analysis Study to identify capacity needed and identify need for new supply and transmission facilities and locations for them as well as trigger points at which expansion of the needed capacity would occur at anticipated plan growth rates
- Establish plan and funding for integrated utility network information to be created, populated, and updated in a format that works well with design firms working within the Town (such as a BIM system) as well as unification and consolidation of GIS data
- Pursue utility conversion from overhead to underground to alleviate visual clutter and to reduce conflicts

### **Unified Development Ordinance (UDO) Text Revisions Recommendations**

Near Term (0-5 years):

- Section 1.8: Review Authorities: To establish authority for enforcement of architectural guidelines in the Historic Downtown Core District (HDTC), a review board and its review authority and process needs to be established within section 1.8
- Section 1.11: Vested Rights: For properties entitled to lesser densities, particularly in the newly established Downtown Development District

- (DTDD)
- Section 2.2: Application Summary Tables: Include new district classifications in all application process language including any variation specific to the new districts and their criteria
- Section 2.3: Application Types: For properties entitled to lesser densities, particularly in the newly established Downtown Development District (DTDD)
- Section 2.4: Review Procedures: Include review procedure(s) for Historic Downtown Core Architectural Review
- Section 3.2: Conventional Zoning Districts: Add language for two new zoning districts, DTDD and Historic Downtown Core District (HTDC), and revisit language for Downtown Core (DTNC) with it being parsed into two new districts
- Section 3.4: General Dimensional Standards: Add language for two new zoning districts, DTDD, HTDC, and revisit language for DTNC with it being parsed into two new districts
- Section 3.8: Zoning Map: Revise Zoning Map to reflect Future Land Use Map recommendations from the Downtown Plan including two new classifications
- Chapter 5: Nonconformities: Revise each section within this chapter to reflect the restrictive requirements of the new HDTC such that it incentivizes the redevelopment of properties that do not match the intended preserved and enhanced character of the district
- Section 6.2: Design Standards and Guidelines: Contract development of architectural and design standards and guidelines for the new HDTC and DTDD

Council Member Archer stated this has been thoroughly vetted and expressed thanks to Mr. Lambert. Council Member Casey stated he liked the historic preservation elements of the plan and the new buildings mold and blend well with the current historic buildings in the community. Council Member Casey asked the Town Manager for an update on the stormwater study. Council Member Casey expressed thanks to Mr. Lambert, Staff and to the community for the feedback.

Mayor McLeod noted this as a public hearing and asked if anyone wished to speak. With no one wishing to speak, Mayor McLeod turned it over to Council for their deliberation.

#### **Adoption of Ordinance #2024-09-03 and Consistency Statement**

|                  |                                                     |
|------------------|-----------------------------------------------------|
| <b>RESULT:</b>   | <b>CARRIED 5-0</b>                                  |
| <b>MOVER:</b>    | Andria Archer                                       |
| <b>SECONDER:</b> | Porter Casey                                        |
| <b>YES:</b>      | Porter Casey, Andria Archer, Michael Sims, Gretchen |

|            |                              |
|------------|------------------------------|
|            | Williams, and Ruth Anderson* |
| <b>NO:</b> | None                         |

- d. Town of Clayton Strategic Plan  
*Presenter:* Dolores Gill, Deputy Town Manager

Mrs. Gill presented the proposed adoption of the new Clayton Strategic Plan.

- November 2023 - Sought consultant firms to engage the Town of Clayton in the development of a Town Strategic Plan for the next 3 to 5 years.
- December 2023 - Engaged Raftelis Consulting Strategic Planning Services
- December 2023 - Understanding the Context
- January - February 2024 - Engaged Stakeholders
- March 2024 - Gathered Input and Finalized the Strategic Framework
- May 2024 - Strategy, Alignment and Measurement
- July 2024 - Final Deliverables and Accountability Guidelines

It was communicated to Council that one of the important parts of the process was their involvement in setting the framework and setting their priorities. It was stated that there were major activities throughout the entire process.

- Data Reviews
- Employee and Public Surveys
- Town Council Visioning Workshops
- Town Staff Strategic Planning Sessions
- Stakeholder Engagement Focus Group Meetings
- Town Staff Implementation Workshops to include KPI's (Key Performance Indicators)
- Submission of a Town of Clayton Environmental Scan
- Finalization of a Town of Clayton Strategic Plan
- Dashboard development for external and internal reporting

Mrs. Gill discussed the Key Focus Areas and stated these were worked through in February and were further supported with the staff and the community:

- Vibrant Downtown
- Desirable Amenities and Spaces
- Sustainable Infrastructure Investment
- Mobility, Transportation, and Transit
- Diversified Economic Development
- Community Outreach and Engagement
- Public Safety

It was communicated to Council that a deeper dive was taken to look at the strategies. Mrs. Gill provided a synopsis of those and showed an example of what the Town of Clayton's Strategic Plan would look like.

Council was made aware of what would be the next steps. The next step would be the adoption of the beginning roll out phase. It was reported that the Executive Team is reviewing the documents for KPI's and Alignment now. Also, managers are working with each department to create operational plans and to bring the strategies to life. They would continue to meet monthly for priority work group sessions and would be trained on the dashboard that was developed in December. It was stated that these strategies would be formally implemented at the beginning of Quarter 2.

Council Member Archer thanked Mrs. Gill, staff, and Council and acknowledged the amount of work that went into this. Mayor McLeod agreed and commended and extended a kudos to Council for being a visionary and realizing that this is a three-to-five-year plan.

**Adoption of Ordinance #2024-09-04**

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

**7. QUASI-JUDICIAL HEARING**

**8. OLD BUSINESS**

**9. NEW BUSINESS**

**10. STAFF REPORTS**

a. Town Manager

Mr. Cappola commended Council on two major milestones that were voted on this evening. It was stated the Downtown Master Plan would be a big focus over the coming years. He also expressed thanks to Mr. Olmedo, the Planning Department, and the many before him that provided content and commentary. Mr. Cappola also acknowledged and extended a congratulations to Deputy Town Manager Gill for her hard work.

b. Town Attorney

c. Town Clerk

d. Other Staff

**11. OTHER BUSINESS**

a. Informal Discussion & Public Comment

Mr. Grannis read a letter to Council and stated a copy would be provided. Mr. Grannis resigned from his position as the Town of Clayton Representative of ElectriCities Organization, his last official day would be November 30, 2024.

Mayor McLeod stated that Mr. Grannis has been a tremendous supporter of the Town of Clayton in both prior and current elected official capacity as a representative for ElectriCities on their board and on the rate commission. Mayor McLeod communicated that Mr. Grannis' expertise has been tremendously appreciated by the Council and by the Administrative Staff and by the Town of Clayton. Mayor McLeod expressed gratitude to Mr. Grannis.

Mr. Holland, President of My Forever Home, presented highlights of the non-profit specialized housing community. The homes are projected to go up in late 2025. Mayor McLeod expressed thanks to Mr. Holland and his organization.

Mr. Scarpa, a Clayton resident, commended Mr. Grannis on his eloquent resignation letter and suggested a day be named after Mr. Grannis.

b. Council Comments

Council Member Casey thanked Town Staff, Downtown Development Association, and the community on a successful Second Annual Clayton Barbecue Challenge. There were 30 competition teams with over 1,000 people in attendance.

Mayor Pro Tem Sims expressed thanks to the Chamber, Mrs. Dana Wooten, and her staff for the event that was put on for the First Responders. It was stated the event was outstanding and well attended. Mayor Pro Tem Sims expressed thanks to Mr. Grannis and stated he is the epitome of public service.

Council Member Archer thanked Mr. Holland for coming out and for all he is doing. Council Member Archer provided the website to Mr. Holland's non-profit organization: [www.myforeverhomenc.com](http://www.myforeverhomenc.com).

## 12. CLOSED SESSION

- a. To Discuss Personnel Matter in Accordance with NC GS 143-318.11 (a)(6) and To Discuss Purchase of Real Property in Accordance with NC GS 143-318.11 (a)(5)

### Motion To Go Into Closed Session

|                |                    |
|----------------|--------------------|
| <b>RESULT:</b> | <b>CARRIED 5-0</b> |
| <b>MOVER:</b>  | Michael Sims       |

|                  |                                                                                  |
|------------------|----------------------------------------------------------------------------------|
| <b>SECONDER:</b> | Porter Casey                                                                     |
| <b>YES:</b>      | Porter Casey, Andria Archer, Michael Sims, Gretchen Williams, and Ruth Anderson* |
| <b>NO:</b>       | None                                                                             |

**Motion To Return To Open Session**

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

**13. ADJOURNMENT**

- a. Adjourn

With nothing further, the meeting was adjourned at 8:55 p.m.

**Motion To Adjourn**

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

Duly adopted this 7th day of October 2024, while in regular session.

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

ATTEST:

\_\_\_\_\_  
Heidi L. Holland, CMC, NCCMC  
Town Clerk



## MEMORANDUM OF UNDERSTANDING

BETWEEN

**CLAYTON CHAMBER OF COMMERCE**

AND

**TOWN OF CLAYTON**

**THIS MEMORANDUM OF UNDERSTANDING (“MOU”)** by and between **CLAYTON CHAMBER OF COMMERCE** herein referred to as “**CCOC**” and the Town of Clayton, a North Carolina municipal corporation, herein referred to as the “Town”, each additionally referred to herein as either a “Party”, and collectively as the “Parties,” have agreed to the following:

The Harvest Festival is the flagship event for the CCOC, serving as both a centerpiece for its mission to **ADVANCE** business development, **ELEVATE** opportunities, and **INFLUENCE** the future of the Clayton area, as well as a critical revenue source for the organization. As such, the Harvest Festival continues to have the full support of CCOC Board of Directors and the Clayton Town Council.

Clayton Town Council has given the CCOC Harvest Festival “legacy event” status because of the event’s significant positive impact on the community, attracting thousands of visitors to the Town and providing family friendly recreational options for its residents. As such, the Clayton Town Council has directed staff to dedicate the necessary Town resources to ensure a safe and successful event.

According to the CCOC’s Economic Impact Study in 2022 and mobile data from Placer.ai, the Harvest Festival brings in a minimum of 25,000 people to Downtown Clayton over the four-day period. Utilization of resources and personnel from both agencies in a coordinated manner will maximize the opportunity for a safe and successful event.

This Agreement serves as a part of the larger collaboration between CCOC and the Town to foster and further develop a healthier community. This MOU outlines the roles and responsibilities of each Party.

### **1. General Principles of Collaboration**

The CCOC is responsible for programming and executing the event, and the Town hosts the event, providing the venue and public safety staffing, resources, and logistics.

The event runs four days, Thursday through Sunday. The Carnival is open on all four days in Horne Square and the surrounding area. Thursday, Friday and Sunday family events occur in Town Square. The Saturday Vendor Fair has the largest impact on the community, with over 250 vendors, activities and entertainment along Main Street between Robertson St and Smith St. See the specific schedule in Section 3. **Event Specific Schedules.**

The consideration for this Agreement shall be the mutual benefit of both parties to be gained through the collaboration of CCOC and the Town.

No compensation shall be paid to either Party, except as otherwise stated herein.

For the mutual consideration as heretofore stated, the Parties, within the context of the policies of the Parties, and availability of time, equipment, and the facilities, have agreed to explore and implement mutually rewarding viable initiatives as a part of the larger agreement made herein.

## **2. Responsibilities**

### **2.1 Joint Responsibilities**

The Parties shall mutually agree to work together to do the following:

- a. Coordinate and communicate with Downtown businesses in relation to Road Closures and parking implications.
- b. Mark vendor spaces along Main Street the week of the event.
- c. Communicate to the public about road closures, parking opportunities, and other public safety considerations.
- d. Advertise the event to each agency's unique audience.
- e. Coordinate and communicate with each other to secure a mutually agreed upon week of the Festival and Festival location by the end of the first quarter of each calendar year.

### **2.2 Town of Clayton**

Provide Town Resources to support the event, including but not limited to:

- a. Maintaining Incident Action Plans for each day of the festival and setting up an Emergency Operations Center (EOC) as necessary.
- b. Staffing Police personnel for road closures & crowd control during festival hours, as necessary.
- c. Staffing Fire Department personnel to respond to medical calls during Saturday's vendor fair.
- d. Coordinating with Johnston County Emergency Services, as necessary.
- e. Providing positive barriers for road closures, communicating with NCDOT about closures; provide and place NO PARKING signs, as needed.
- f. Maintain an annual Certificate of Insurance providing General Liability Insurance naming the NCRR.
- g. Providing cones, alcohol fencing and rollout trash cans to utilize during the week of the Harvest Festival, limited to the Town's inventory on hand.
- h. Providing exclusive use of Horne Square for ten (10) days, starting the Sunday before the Festival until the Tuesday following the Festival.
- i. Providing exclusive use of Town Square during the four days of the Festival.
- j. Maintaining a single point of contact (POC) to the CCOC to coordinate all Town resources. The POC will attend Festival task force meetings hosted by the CCOC, including pre-planning and post-event evaluations.
- k. Thursday, before the carnival moves in, until the business day following move out, the public water and electric meters, listed below, will be switched onto the CCOC's existing Town utility account. The bill will be paid and is the responsibility of the CCOC:
  - o Electric Meters
    - i. NXG031131580

- ii. NXG031131579
- iii. NXG031131557
- iv. NXG031131555
- v. 2J6040247599
- vi. NXG031131556
- vii. NXG031131330
- viii. NXG031131511
- ix. NXG031131558
- x. NXG031131490

- Water Meters

- i. Meter 89458380
- ii. Meter 89233154
- iii. Meter 87979925
- iv. Meter 89233115
- v. Meter 87979924

Town is responsible for and will conduct the annual backflow test on all water meters listed above.

### 2.3 CCOC

CCOC is the event organizer and is responsible for the planning and execution of the various program elements of Harvest Festival and has ultimate financial responsibility for the Festival. These elements include, but are not limited to:

- a. Handling all vendor registrations and communication, including vendor selection, cost of vendor spaces and placement.
- b. Securing all contracts for amenities, including but not limited to: parking shuttles, carnivals, entertainment, stage, sound, and port-a-johns.
- c. Collaboration with private property owners for use of space.
- d. Communicating with downtown business owners and property owners impacted by the event, about downtown booth spaces, festival layout and impacts.
- e. Work with carnival and game vendors to ensure that all game booths, amusement rides, and temporary fencing or roping are placed no closer than fifty-five (55) feet to the center of the rail for the duration of the Harvest Festival. All game booths must face away from tracks.
- f. Providing a representative in the Emergency Operation Center (EOC), during the times of its operation. The representative needs to have the authority to make and communicate decisions on behalf of the CCOC in the event of an emergency.
- g. Securing any necessary permits including but not limited to: Health Department (Food Vendors), ABC (alcohol sales).
- h. Paying utility bills on the water and electric meters listed above in 2.2k.
- i. Maintain a “Park and Ride/shuttle” option for participants to ease parking in the Downtown area.
- j. Provide Certificate of Insurance per the requirements under Section 10. Insurance.
- k. List the “Town of Clayton” as a Community Sponsor.
- l. Reserve the Town eight (8) vendors spaces on Main Street, in addition to any trucks and tents within the first responder area, at no charge.
- m. Provide a non-permanent solution (marking paint, duct tape, etc.) for vendor space street markings.

### 3. Event Specific Schedules

The Clayton Harvest Festival occurs during the last week of October, unless an alternative date is mutually agreed upon. In years when the Saturday vendor fair falls on Halloween (October 31), a mutual agreement on the dates for the event needs to occur prior to finalizing dates.

Public Schedule: The public schedule of the four (4) day event is not to exceed the following, without mutual agreement in writing by both parties at least 90 days prior to the week of the event.

Thursday:

- Evening event in Town Square
- Evening carnival in Horne Square

Friday:

- Evening event in Town Square
- Evening carnival in Horne Square

Saturday:

- Daytime vendor fair on Main Street
- Daytime & evening carnival in Horne Square

Sunday:

- Afternoon event in Town Square
- Afternoon & evening carnival in Horne Square

Road Closures: Timing and location, will not exceed the following, without approval by the Police Chief, or his/her designee:

Thursday:

- Fayetteville Street between Main Street and Second Street from 4pm-10pm

Friday:

- Fayetteville Street between Main Street and Second Street from 4pm-10pm

Saturday:

- Main Street between Robertson Street and Smith Street from 5am-6pm
- Lombard Street between Main Street and Second Street from 5am-6pm
- Barbour Street between Main Street and Second Street from 5am-6pm
- Church Street between First Street and Second Street from 5am-6pm
- Fayetteville Street between First Street and Second Street from 5am-6pm
- O'Neil Street between First Street and Second Street from 5am – 6pm

Sunday:

- Fayetteville Street between Main Street and Second Street from 9am-6pm

### **3. Implementation and Duration of the MOU**

This MOU is effective upon the date of full execution by the Parties and will remain in force upon execution for a period of 5 years.

Each Party reserves the right to terminate this MOU upon ninety (90) days written notice to the other. In addition, if CCOC shall fail to fulfill in timely and proper manner the obligations under this Agreement for any reason, the Town shall have the right to terminate this Agreement by giving written notice to CCOC and termination will be effective upon receipt.

#### **4. Meetings**

To accomplish these objectives, Parties shall meet at least once per year, at least six month prior to the Harvest Festival, for the purposes of program planning and monitoring, evaluating outcomes, and to review and ensure that each partner is in compliance with this Memorandum of Understanding.

#### **5. Notice**

All notices or other communications arising hereunder shall be sent to the following:

| Town of Clayton                                                                                                                                                                          | CCOC                                                                                                                                                                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Attn: Economic Development Department<br>PO Box 879<br>Clayton, NC 27520<br>Phone: 919-553-5002<br>Email: <a href="mailto:ashearin@townofclaytonnc.org">ashearin@townofclaytonnc.org</a> | Clayton Chamber of Commerce<br>301 E Main St<br>Clayton, NC 27520<br>(919) 553-6352<br>Email: <a href="mailto:Maria@claytonchamber.com">Maria@claytonchamber.com</a> |

#### **6. Assignment**

This Agreement may not be assigned without the express written consent of the Town.

#### **7. Amendment**

Any amendment to this Agreement to be effective must be in writing, signed by both Parties, and executed with the same formality and approvals as the foregoing Agreement.

#### **8. Indemnification and Financial Responsibility**

Town shall be responsible for, and to the extent permitted by law, indemnify and hold CCOC harmless from all loss, liability, claims or expense (including reasonable attorney's fees) arising from bodily injury, including death or to any person or persons or property damage caused in whole or in part by the sole negligence or willful misconduct of Town of Clayton, its officers, agents, or employees, except to the extent that the same are caused by negligence or willful misconduct of CCOC, its officers, directors, students, agents, contractors, employees, or representatives.

CCOC shall be responsible for, and to the extent permitted by law, indemnify and hold the Town harmless from all loss, liability, claims or expense (including reasonable attorney's fees) arising from bodily injury, including death or to any person or persons or property damage caused in whole or in part by the sole negligence or willful misconduct of CCOC, its officers, directors, students, agents, contractors, employees, or representatives, except to the extent that the same are caused by negligence or willful misconduct of the Town of Clayton.

CCOC shall compensate the Town for any damage to the premises arising from the knowing and willful use of the premises by CCOC or anyone on or at Town facilities in connection with CCOC's use thereof, or with the permission of CCOC, beyond that expected from its intended use and with the exception of ordinary wear and tear.

#### **9. No Waiver of Sovereign or Qualified Immunity**

Nothing in this Agreement shall be construed to mandate purchase of insurance by Town pursuant to N.C.G.S. 160A-485 or to in any way waive Town's defense of sovereign or governmental immunity from any cause of action alleged or brought against any Party for any reason if otherwise available as a matter of law. No officer, agent or employee of Town shall be subject to any personal liability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in their individual capacities. This section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

#### **10. Insurance**

CCOC hereby agrees that as a condition precedent to commencing an event, it will present to the Town acceptable certificates of insurance and corresponding endorsements, or at the Town's request, copies of the executed policies evidencing the maintenance of the following insurance coverage of the CCOC and demonstrating that the Town is an additional insured under all policies, except the workers compensation policy.

CCOC, it's Carnival Vendor and any vendor selling alcohol on Town property shall provide and maintain the following types and amounts of insurance:

**Commercial General Liability Insurance:**

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

**Each Occurrence Limit**

Bodily Injury/Property Damage Liability \$1,000,000

Personal Injury Liability \$1,000,000

General Aggregate Limit \$2,000,000

Products/Completed Operations Aggregate Limit \$5,000,000

The policy must include:

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

The Town is to be named as an additional insured in the policies with respect to this Project using the **Additional Insured-Owners, Contractor** endorsements (CG 20 10 10 01 & 20 37 10 01), or a substitute providing equivalent coverage. Verification of additional insured status shall be furnished to the Town by mailing a copy of the endorsement AND Certificate of Insurance.

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

**11. Non-Appropriation**

The Town of Clayton is a governmental entity, and the Agreement validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that funds are not available and not appropriated to the program specified in this Agreement, then this Agreement shall automatically expire without penalty to either party.

In the event of a legal change in the Town's statutory authority, mandate, and mandated functions which adversely affects the authority to continue performing obligations under this Agreement, then this Agreement shall automatically expire without penalty to either party.

**12. No Third Party Beneficiaries**

This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the Parties hereto and shall not confer any rights or remedies upon any person or entity other than the Parties hereto.

### **13. Governing Law**

The parties acknowledge Agreement is a “business contract” subject to the provisions of N.C.G.S. Chapter 1G and agree that Agreement and the rights and duties of the Parties shall be governed by the laws of the State of North Carolina, without regards to conflict of laws provisions. The Parties further agree that any dispute arising from Agreement shall be litigated in the courts of the State of North Carolina and any and all suits or actions related to Contract shall be brought exclusively in Johnston County, North Carolina. Service of process on a party may be effected by delivery by any method permitted under the N.C. Rules of Civil Procedure and by the same method on the office or individual specified in Paragraph 5 ‘Notice’ or on any officer of the CCOC.

### **14. Relationship of Parties**

CCOC and the Town are and shall remain independent contractors with respect to any service or function performed under this Agreement. Except as provided for in this Agreement, each party shall select the means, method, and manner of performing their respective services herein. Each party is an independent contractor and shall not represent itself or be deemed as an officer, agent or employee of the other party for any purpose. Nothing under this Agreement is intended or should be construed in any manner to create a partnership or venture between the Parties. Each party agrees that it will obey all State and Federal statutes, rules and regulations which are applicable to any responsibility or duty outlined herein.

### **15. Public Record**

CCOC acknowledges that records in the custody of Town are public records and subject to public records requests. Town may provide copies of such records, including copyrighted records, in response to public record requests, except that, upon request of and indemnification by CCOC, the Town will not disclose records that meet all of the requirements of a trade secret as set forth in N.C.G.S. 66-152, that are specifically designated as a “trade secret” or “confidential” at the time of initial disclosure by CCOC, and that are otherwise entitled to protection under N.C.G.S. 132-1.2(1). If CCOC, its employees or subcontractors, during provision of Services, becomes aware of or has access to confidential records or information or information of the Town that is protected from disclosure by Federal or State law (“Confidential Information”), CCOC, its employees and subcontractors, shall not disclose any such Confidential Information. Any definition of “confidential,” “confidential information,” “trade secret,” or the like contained in Agreement is hereby disclaimed and deleted.

### **16. E-Verify**

Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of Contractor’s knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

### **17. Non-Discrimination**

To the extent permitted by North Carolina law, the parties hereto for themselves, their agents, officials and employees agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap with reference to the subject matter of this Contract.

### **18. Advertising**

CCOC shall not use the existence of this MOU, or the name of the Town of Clayton, as part of any advertising without the prior written approval of the Town.

**19. Miscellaneous**

CCOC shall be responsible for the proper custody and care of any property furnished or purchased by the Town for use in connection with the performance of this Agreement, and will reimburse the Town for the replacement value of its loss or damage.

**20. Severability**

If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.

**21. Emergencies**

Notwithstanding anything else in this Agreement, while federal, state, or local state(s) of emergency are in effect, or when a public health emergency has been declared, CCOC shall comply with all guidance and recommendations of the Centers for Disease Control, the State of North Carolina, or Johnston County, unless mutually agreed to by Town and CCOC.

**22. Gifts and Favors**

CCOC shall become aware of and comply with laws related to gifts and favors, conflicts of interest and the like, including N.C.G.S. §14-234, N.C.G.S. §133-1, and N.C.G.S. §133-32.

**23. Performance of Government Functions**

Nothing contained in this Agreement shall be deemed or construed so as to restrict or inhibit the Town's police powers or regulatory authority.

**24. Counterparts**

This Agreement may be executed in several counterparts, each of which shall be deemed an original.

**25. Prohibited Agreement Terms**

In no event shall there be any of the following without Town's express prior written agreement: (i) any limitation on, or disclaimer of, implied or express warranties or the liability of Contractor; (ii) any limitation on damages, including a limitation on consequential damages; (iii) any requirement for arbitration or for mandatory mediation; (iv) any requirement that Town officials or employees keep information confidential or any requirement that records be kept confidential by the Town, unless the requirement for confidentiality meets the requirements of the Public Records Law (N.C.G.S. §132-1 et.seq.).

**26. Incorporation of Documents/Complete Agreement**

This Agreement, and any documents incorporated below, represent the entire Agreement between the parties and suspend all prior oral or written statements, agreements or Contracts.

Specifically incorporated into this Agreement are the following attachments, or if not physically attached, are incorporated fully herein by reference:

(List Incorporated attachments, etc.)

In cases of conflict between this Agreement and any of the above incorporated attachments or references, the terms of this Agreement shall prevail.

The remainder of this page remains blank intentionally.

THIS AGREEMENT is entered into this day: \_\_\_\_\_.

IN WITNESS WHEREOF, CCOC has executed the foregoing with the signature(s) of its duly authorized officer(s), and the Town has executed with the signature of its Town Manager or Designee.

**Clayton Chamber of Commerce**

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(typed or printed name)

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

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

**Town of Clayton**

By: \_\_\_\_\_  
(signature)

Name: Richard D. Cappola, Jr.  
(typed or printed name)

Title: Town Manager

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

Approved to Form: \_\_\_\_\_



## Town Council Regular Meeting Agenda Cover Sheet

### Meeting Date

October 7, 2024

### Agenda Location

CONSENT AGENDA

### Item Title

Hocutt-Ellington Memorial Library Technology Lending Policy

### Suggested Action

Place on Consent Agenda

### Strategic Priorities Alignment



☐  
Think Clayton  
(Administrative)



☐  
Think Arts &  
Culture



☐  
Think  
Downtown



☐  
Think  
Economic  
Development



☐  
Think Land  
Use &  
Housing



☐  
Think  
Mobility



☐  
Think Parks,  
Recreation  
& Natural  
Resources



☐  
Think Public  
Services &  
Infrastructure

**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 Hocutt-Ellington Memorial Library has updated its Technology Lending Policy. This policy was agreed upon by the Library Advisory Board and should be reviewed and agreed upon by the Town Council.

**Funding Source**

N/A

**Corresponding Documentation**

[Resolution for Library Lending Policy](#)

[Technology Lending Policy 2024](#)

---

**Submitted By:** Mel Poole, Library

**Reviewed By:**

|                                   |                        |
|-----------------------------------|------------------------|
| Dolores Gill, Deputy Town Manager | Approved - Sep 30 2024 |
| Rich Cappola, Town Manager        | Approved - Oct 02 2024 |
| Heidi Holland, Town Clerk         | Approved - Oct 02 2024 |

**TOWN OF CLAYTON  
HOCUTT-ELLINGTON MEMORIAL LIBRARY  
TECHNOLOGY LENDING POLICY**

**BE IT RESOLVED** by the Clayton Town Council to adopt the Hocutt-Ellington Memorial Library Technology Lending Policy as attached:

Duly adopted this 7<sup>th</sup> day of October 2024 while in regular session.

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

ATTEST:

\_\_\_\_\_  
Heidi L. Holland, CMC, NCCMC  
Town Clerk

## HEML Technology Lending Policy

### Town of Clayton Policy & Procedure Statement



|                  |                                               |
|------------------|-----------------------------------------------|
| Policy Number    | LIBRARY 2024-06                               |
| Department       | Library                                       |
| Subject          | Technology Lending Policy                     |
| Approved By      | Town Council – Resolution #2021-41; #2024-100 |
| Effective Date   | September 20, 2021                            |
| Revision Date(s) | October 7, 2024                               |

#### Purpose:

Create guidelines and policies for lending of technology equipment.

#### **Clayton Library Technology**

The Hocutt-Ellington Memorial Library (“the Library”) is dedicated to connecting our citizens with innovative technology and access to meet their personal and professional needs. There is no charge to borrow equipment; however, fees/costs will be charged for late, damaged, lost, or stolen equipment.

Upon checkout, the borrower assumes full responsibility for the technology device and any accessories included in the kit. This includes financial responsibility for replacing an item if lost or stolen and/or for repair costs of damaged items.

#### **Guidelines for Borrowing and Use of Technology (“Device Kit”)**

1. Borrowers must be at least **18 years old**.
2. A valid Hocutt-Ellington Memorial Library card with current address information and no outstanding fines above \$25.00.
3. A valid government-issued ID must be presented at time of checkout.
4. Device Kits must be checked out and signed for at the circulation desk and must be returned to and signed back in at that same desk. **They CANNOT be returned in the afterhours book drop.** Device Kits must be returned to staff by the due date/time, in good working condition, and with all accessories. The Device Kit will not be considered returned until all components are present.
5. Borrowers are required to read and acknowledge the policy and sign the agreement at the circulation desk in the presence of a library staff member before each checkout.
6. Borrowers will confirm with library staff that all components of the Device Kit are present at the time of checkout.
7. The borrower must return the Device Kit to a library staff member who will confirm all parts and accessories in the Device Kit are present and in good condition. Device Kits will be held by staff for up to 48 hours upon return for cleaning and equipment maintenance.

## HEML Technology Lending Policy

### Time Limits and Availability

- Each household may borrow only one **Device Kit** at a time.
- Device Kits can be borrowed for one 3-week (21-day) interval at a time. They are not renewable and must be turned in before another device is checked out. If a patron/household has a Device Kit checked out, they cannot put one on hold until the first kit is checked in.
- Patrons borrowing Device Kits for in-house use may borrow only one Device Kit at a time, for up to 10 hours, depending on the building's hours of service. Device Kits are due 30 minutes before closing on the date they are checked out. They cannot leave the building.

### Fees and Costs

Library staff will review the contents of the device kits with borrowers upon return. Staff will notify borrowers if any part of the kit is missing and/or damaged.

- Lost or Damaged Device Kits or accessories: Patron will be charged cost of item. The borrower holds responsibility to protect against loss.
- The Device Kits CANNOT be returned in the afterhours book drop. Doing so will result in a \$10.00 fee, plus the cost of any damage to the device. If items are returned a second time to the book drop, device checkout privileges will be lost.
- If the Device Kit is not returned by the due date/time, Mobile Wi-Fi service will be disconnected on applicable technology, and the device in that kit will no longer be usable.
- Devices that are not returned in person by their due date will be subject to an extended-use rental charge of \$5/day, up to a maximum overdue fine of \$25.
- If the Device Kit is not returned within seven (7) days of the due date, it will be considered lost, and full replacement charges will be incurred. In-House Device Kits not returned by building closure will be considered lost, and full replacement charges will be incurred. Returning Device Kits undamaged and with all the pieces will remove replacement fees.

### Care and Use Information

- Device Kits must be kept in a temperature-controlled environment and must not be left in extreme temperatures, including vehicles.
- Applicable Device Kits run on the Verizon network and speed and availability of the connection will be dependent on the service area of Verizon towers. *Service connection is not guaranteed in all areas. Hotspots and Laptops have access to 25 GB of data per billing cycle. After the 25 GB threshold is exceeded, service may slow down during periods of high usage. Up to five devices may be connected to the hotspot.*
- There will be internet filtering on applicable Device Kit in compliance with the Children's Internet Protection Act (CIPA) and the Hocutt-Ellington Memorial Library Technology Policy. Caregivers are responsible for minors' use of devices.

### Disclaimers

1. The Library is not responsible for information accessed using these devices or for personal information that is shared over the Internet.

### **HEML Technology Lending Policy**

2. It is the responsibility of caregivers, not the Library, to determine what is appropriate for their minor children. Caregivers are responsible for any information accessed or observed by their minor children while using library devices.
3. The Library is not responsible for any liability, damages, or expense resulting from use or misuse of the device, connection to other electronic devices, or data loss resulting from use of a device. Wireless security is not implied.
4. The Library is not responsible for any computer viruses that may be transferred to user storage devices.
5. Tampering with Library device kits, including bypassing security functions, is prohibited.
6. Patrons must abide by the Library's Internet Use Policy and are encouraged to follow safe internet practices.
7. The Library reserves the right to make changes to this policy as needed and to refuse/limit checkouts at the discretion of management.
8. The Library is not responsible for personal data left by the user on the device. It is the borrower's responsibility to ensure no personal data has been left on the device.

**Policy:**

This policy shall remain in effect until such time as amended by the Town Council.



## Town Council Regular Meeting Agenda Cover Sheet

### Meeting Date

October 7, 2024

### Agenda Location

CONSENT AGENDA

### Item Title

Resolution To Accept Public Utilities into The Town of Clayton Public Utility System for Maintenance – O’Neil Overlook

### Suggested Action

Place on Consent Agenda

### Strategic Priorities Alignment



☐  
Think Clayton  
(Administrative)



☐  
Think Arts &  
Culture



☐  
Think  
Downtown



☐  
Think  
Economic  
Development



☐  
Think Land  
Use &  
Housing



☐  
Think  
Mobility



☐  
Think Parks,  
Recreation  
& Natural  
Resources



☐  
Think Public  
Services &  
Infrastructure

**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 acceptance of the subject public utility infrastructure.

**Funding Source**

N/A

**Corresponding Documentation**

[O'Neil Overlook UtilityFinalAcceptanceResolution](#)

**Submitted By:** Michael Worner, Engineering

**Reviewed By:**

|                                         |                        |
|-----------------------------------------|------------------------|
| Joshua Baird, Water Resources Director  | Approved - Oct 02 2024 |
| Sam Johnson-Phillips, Deputy Town Clerk | Approved - Oct 02 2024 |
| Heidi Holland, Town Clerk               | Approved - Oct 02 2024 |

**Resolution To Accept Public Utilities into The Town of Clayton Public Utility System for  
Maintenance – O’Neil Overlook**

**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 September 17, 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     |
|-----------------|----------------------|-----------------------|------------|
| O’Neil Overlook | Thunder Hill Court   | 8” Sanitary Sewer     | 155.00 LF  |
| O’Neil Overlook | Shenandoah Court     | 8” Sanitary Sewer     | 1887.00 LF |
| O’Neil Overlook | Raven Rock Place     | 8” Sanitary Sewer     | 127.00 LF  |
| O’Neil Overlook | Fetterbush Way       | 8” Sanitary Sewer     | 420.00 LF  |
| Total:          |                      |                       | 2589.00 LF |

| SUBDIVISION     | LOCATION DESCRIPTION | UTILITY TYPE AND SIZE | LENGTH     |
|-----------------|----------------------|-----------------------|------------|
| O’Neil Overlook | Shenandoah Court     | 6” Waterline          | 1972.00 LF |
| O’Neil Overlook | Raven Rock Place     | 6” Waterline          | 181.00 LF  |
| O’Neil Overlook | Thunder Hill Court   | 6” Waterline          | 189.00 LF  |
| O’Neil Overlook | Fetterbush Way       | 6” Waterline          | 390.00 LF  |
| O’Neil Overlook | O’Neil St.           | 6” Waterline          | 119.00 LF  |
| Total:          |                      |                       | 2581.00 LF |

Duly adopted this 7th day of October 2024 while in regular session.

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

ATTEST:

\_\_\_\_\_  
Heidi L. Holland, CMC, NCCMC  
Town Clerk



## Town Council Regular Meeting Agenda Cover Sheet

### Meeting Date

October 7, 2024

### Agenda Location

CONSENT AGENDA

### Item Title

Resolution To Accept Public Utilities into The Town of Clayton Public Utility System for Maintenance  
– Spinning Mill Phase 2 Water Line

### Suggested Action

Place on Consent Agenda

### Strategic Priorities Alignment



☐  
Think Clayton  
(Administrative)



☐  
Think Arts &  
Culture



☐  
Think  
Downtown



☐  
Think  
Economic  
Development



☐  
Think Land  
Use &  
Housing



☐  
Think  
Mobility



☐  
Think Parks,  
Recreation  
& Natural  
Resources



☐  
Think Public  
Services &  
Infrastructure

**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), their easements, and applicable apparatuses are required to be designed and built according to the Town of Clayton Manual of Standards, Specifications, and Design. The subject public utilities have been verified through testing and inspections to be installed per the Town's Manual of Standards, Specifications, and Design and have been certified and approved by the appropriate regulatory agencies. Engineering staff recommends acceptance of the subject public utility infrastructure.

**Funding Source**

N/A

**Corresponding Documentation**

[Spinning Mill Phase 2 UtilityFinalAcceptanceResolution](#)

**Submitted By:** Michael Worner, Engineering

**Reviewed By:**

|                                         |                        |
|-----------------------------------------|------------------------|
| Joshua Baird, Water Resources Director  | Approved - Oct 02 2024 |
| Sam Johnson-Phillips, Deputy Town Clerk | Approved - Oct 02 2024 |
| Heidi Holland, Town Clerk               | Approved - Oct 02 2024 |

**Resolution To Accept Public Utilities into The Town of Clayton Public Utility System for  
Maintenance – Spinning Mill Phase 2 Water Line**

**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 September 17, 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     |
|--------------------------|-------------------------------------------|-----------------------|------------|
| Spinning Mill Apartments | Peterman Dr. To 226<br>Spinning Mill Ave. | 8" Waterline          | 1061.00 LF |
|                          |                                           | Total:                | 1061.00 LF |

Duly adopted this 7th day of October 2024 while in regular session.

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

ATTEST:

\_\_\_\_\_  
Heidi L. Holland, NCCMC  
Town Clerk



## Town Council Regular Meeting Agenda Cover Sheet

### Meeting Date

October 7, 2024

### Agenda Location

CONSENT AGENDA

### Item Title

Resolution to Acquire Easements for the Walmart Pump Station Abandonment Project

### Presenter(s)

Joshua Baird - Interim Engineering Director

### Suggested Action

Adoption of Resolution

### Strategic Priorities Alignment



☐  
Think Clayton  
(Administrative)



☐  
Think Arts &  
Culture



☐  
Think  
Downtown



☐  
Think  
Economic  
Development



☐  
Think Land  
Use &  
Housing



☐  
Think  
Mobility



☐  
Think Parks,  
Recreation  
& Natural  
Resources



☒  
Think Public  
Services &  
Infrastructure

**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

Town staff has entered the easement acquisition phase for the Walmart Pump Station Abandonment Project. The project will require acquiring Public Utility Easements. Staff request approval of the resolution to acquire all 15 properties listed in Exhibit A either by purchase or to exercise the power eminent domain conferred upon the Town of Clayton by Chapter 40A of the North Carolina General Statutes to condemn such property if the Town is unable to acquire the interest through voluntary acquisition.

### Funding Source

N/A

### Corresponding Documentation

[ROW Plan Sheet](#)

[Resolution to Acquire Real Property -Walmart Pump Station](#)

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**Submitted By:** Shannon Poole, Engineering

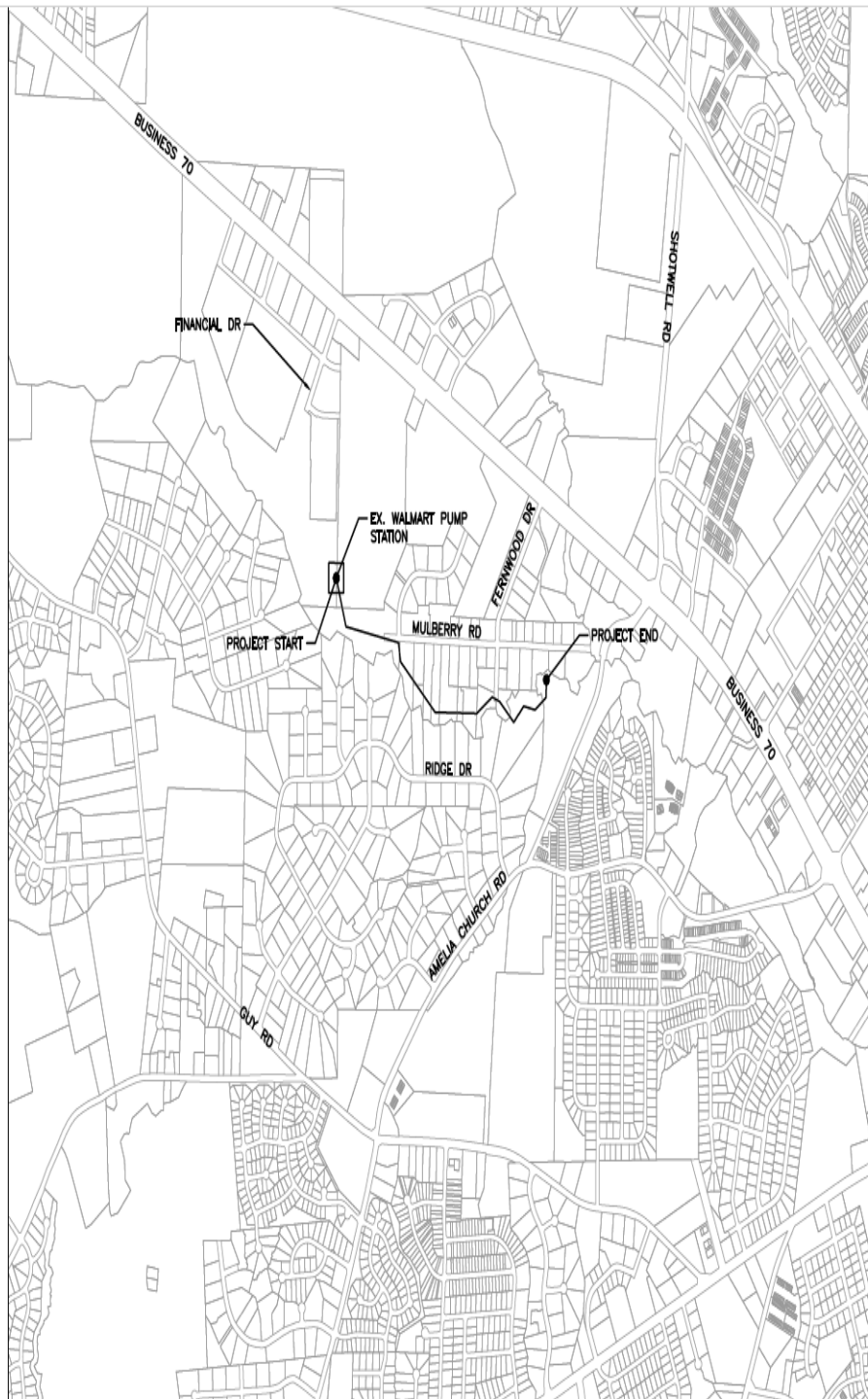
**Reviewed By:**

Joshua Baird, Water Resources  
Director

Approved - Oct 02 2024

Rich Cappola, Town Manager  
Heidi Holland, Town Clerk

Approved - Oct 02 2024  
Approved - Oct 02 2024



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

**WHEREAS**, the Town Council of the Town of Clayton hereby determines that it is necessary and in the public interest to acquire 30 foot wide Permanent Utility Easements in those parcels of land more particularly described on Exhibit A attached hereto and incorporated herein by reference (the “Property” or “Properties”); and

**WHEREAS**, the purpose for which such property is being acquired is to promote and protect the public health, safety, and welfare and; (i) Establishing, extending, enlarging, or improving storm sewer and drainage systems and works, or sewer and septic tank lines and systems; and (ii) for any other public purpose authorized by law;

**WHEREAS**, proper officials of the Town of Clayton have attempted or will attempt to acquire the appropriate interests in the Properties; and

**WHEREAS**, the Town of Clayton, acting by and through the Town Council, proposes to purchase said interests in real property, and to exercise the power of eminent domain conferred upon the Town of Clayton by Chapter 40A of the North Carolina General Statutes to condemn such property if the Town is unable to acquire the interests through voluntary acquisition.

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

1. That the Town Attorney to the Town of Clayton is authorized to proceed on behalf of the Town of Clayton to acquire by purchase or condemnation the interests in the Properties on Exhibit A attached hereto and incorporated herein by reference.
2. That the purpose for which the Properties are being acquired are (i) Establishing, extending, enlarging, or improving storm sewer and drainage systems and works, or sewer and septic tank lines and systems; and (ii) for any other public purpose authorized by law.
3. That the nature of the rights, title and interests to be acquired in the Properties described herein are 30 foot permanent utility easements in real property as more particularly set forth in Exhibit A.
4. That the Town Attorney to the Town of Clayton is hereby authorized and directed to institute the necessary proceedings, pursuant to Chapter 40A of the General Statutes of the State of North Carolina, to effectuate the acquisition of the interest in the land hereinabove mentioned and are hereby authorized on behalf of the Town of Clayton to give or receive such notice or notices as may by law be required.

Duly adopted this 7<sup>th</sup> day of October 2024 while in regular session.

**Town of Clayton**

By: \_\_\_\_\_  
Jody L. McLeod  
Mayor

**ATTEST:**

\_\_\_\_\_  
Heidi Holland, Town Clerk  
(SEAL)

Resolution to Acquire – Walmart Pump Station

**EXHIBIT A**

| <b>Property name</b>                                                             | <b>PIN</b>     | <b>Permanent<br/>Utility<br/>Easement<br/>Area (SF)</b> |
|----------------------------------------------------------------------------------|----------------|---------------------------------------------------------|
| Douglas I. Stephens Irrevocable Trust &<br>Cynthia M. Stephens Irrevocable Trust | 164900-95-2419 | 1088                                                    |
| Heavner Properties, 1997 Limited<br>Partnership                                  | 165909-05-8421 | 6911                                                    |
| Ferez, Nicholas J. & Ferez, Kimberly D.                                          | 165903-04-6160 | 26870                                                   |
| Sauls, Donald & Sauls, Diane                                                     | 165903-13-2760 | 8866                                                    |
| Ellerbe, Helen A.                                                                | 165903-13-5830 | 965                                                     |
| Ellerbe, Helen A.                                                                | 165903-13-5522 | 4836                                                    |
| Benson, Jimmy C. & Benson, Alice                                                 | 165903-13-5587 | 4664                                                    |
| Coates, Everett L. & Coates, Deborah P.                                          | 165903-13-6595 | 4080                                                    |
| Fisher, Garry A.                                                                 | 165903-13-9546 | 7669                                                    |
| Brantley, Christopher J. & Brantley, Lorraine<br>H.                              | 165903-23-1434 | 2554                                                    |
| Brantley, Christopher J. & Brantley, Lorraine<br>H.                              | 165903-23-2470 | 6067                                                    |
| Brantley, Christopher J. & Brantley, Lorraine<br>H.                              | 165903-23-5409 | 8679                                                    |
| Chesson, William R. & Chesson, Jennifer                                          | 165914-23-6372 | 7321                                                    |
| Corbett, Jesse V. Jr & Corbett, Janice                                           | 165914-23-8059 | 16901                                                   |
| Asco Builders Inc.                                                               | 165914-33-6257 | 1388                                                    |

**TOWN OF CLAYTON  
NATIONAL COMMUNITY PLANNING MONTH  
PROCLAMATION**

**WHEREAS**, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

**WHEREAS**, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and

**WHEREAS**, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

**WHEREAS**, the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

**WHEREAS**, the month of October is designated as National Community Planning Month throughout the United States of America and its territories; and

**WHEREAS**, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of the Town of Clayton.

**NOW, THEREFORE**, on behalf of the Clayton Town Council, we hereby proclaim the month of October as National Community Planning Month and extend a heartfelt thanks for the continued commitment to public service by these professionals.

Proclaimed this 7th day of October 2024.

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

**TOWN OF CLAYTON  
NATIONAL ARTS AND HUMANITIES MONTH  
PROCLAMATION**

**WHEREAS**, the month of October has been recognized as National Arts and Humanities Month by thousands of arts and cultural organizations, communities, and states across the country; and

**WHEREAS**, the cultural arts, such as music, art, drama, and dance, are tools that help develop the mind and body, refine feelings, and thoughts and reflect and represent our customs and values as a society; and

**WHEREAS**, the cultural arts embody much of the accumulated wisdom, intellect, and imagination of humankind; and

**WHEREAS**, the cultural arts play a unique role in the lives of our families, our communities, and our country; and

**WHEREAS**, the cultural arts are integral components of human civilization, shaping societies and individuals in profound ways. From creative expression to cultural identity, these aspects play crucial roles in fostering diversity, preserving heritage, and promoting social reflection; and

**WHEREAS**, National Arts & Humanities Month is an opportunity for everyone to help change public perception and promote the crucial role of cultural arts in promoting connecting cultures, highlighting inequities, and making our communities healthier and stronger.

**NOW, THEREFORE**, on behalf of the Clayton Town Council, we hereby proclaim the month of October as National Arts and Humanities Month and call upon our citizens to celebrate, promote, and participate in the cultural arts in our Town.

Proclaimed this 7th day of October 2024.

---

Jody L. McLeod  
Mayor

**TOWN OF CLAYTON**  
**PUBLIC POWER WEEK 2024 – POWERING OUR COMMUNITY’S FUTURE**  
**PROCLAMATION**

**WHEREAS**, the Town of Clayton provides electricity to its citizens; and

**WHEREAS**, the citizens of the Town of Clayton are consumers and owners of their public power systems and exercise local control over utility operations and policies; and

**WHEREAS**, our employees are neighbors serving neighbors; and

**WHEREAS**, our electric system is a community asset that contributes to the well-being of citizens by providing safe and reliable power, customer service, and economic development opportunities; and

**WHEREAS**, the Town of Clayton is one of more than 70 public power communities serving more than 500,000 residential, commercial, and industrial customers in North Carolina; and

**WHEREAS**, the Town of Clayton recognizes Public Power Week and commends the public power cities and towns across our state and nation for their outstanding contributions to our communities.

**NOW, THEREFORE**, on behalf of the Clayton Town Council, we hereby proclaim that the week of October 6 through 12, 2024 be recognized as “**PUBLIC POWER WEEK – POWERING OUR COMMUNITY’S FUTURE**” to promote public power and recognize those who work to provide the best possible electric service for our citizens.

Proclaimed this 7th day of October 2024.

---

Jody L. McLeod  
Mayor

**PROCLAMATION  
TOWN OF CLAYTON  
NATIONAL DAY OF SERVICE**

**WHEREAS**, The Woman’s Club of Clayton is a local nonprofit organization dedicated to community improvement through volunteer service, empowering members to make meaningful contributions to society; and

**WHEREAS**, National Day of Service is a day GFWC members across the nation come together to raise awareness, take action, and highlight the needs of their communities through volunteerism and service projects and honored by The Woman’s Club of Clayton; and

**WHEREAS**, the members of GFWC, including those in the Town of Clayton, play an essential role in identifying local needs and providing impactful solutions through a wide range of service activities that benefit our town and its citizens; and

**WHEREAS**, the National Day of Service provides an opportunity for all community members to unite in a spirit of compassion, collaboration, and civic duty, strengthening our bonds and improving the quality of life for all residents; and

**WHEREAS**, it is fitting and proper that the Town of Clayton recognize the valuable contributions of The Woman’s Club of Clayton and encourage community-wide participation in this important day of service.

**NOW, THEREFORE**, on behalf of the Clayton Town Council, we hereby proclaim that the last Saturday of September each year, be recognized as:

# National Day of Service

Let it also be proclaimed that all businesses, industries and citizens in the Clayton community are urged to support and encourage efforts to raise awareness, take action, and make a difference in our community.

Proclaimed this 7th day of October 2024.

---

Jody L. McLeod  
Mayor



## Town Council Regular Meeting Agenda Cover Sheet

### Meeting Date

October 7, 2024

### Agenda Location

OLD BUSINESS

### Item Title

Copper District Elevated Storage Tank - Tentative Award

### Presenter(s)

Joshua Baird - Interim Engineering Director

### Suggested Action

Adoption of Resolution

### Strategic Priorities Alignment



☐  
Think Clayton  
(Administrative)



☐  
Think Arts &  
Culture



☐  
Think  
Downtown



☐  
Think  
Economic  
Development



☐  
Think Land  
Use &  
Housing



☐  
Think  
Mobility



☐  
Think Parks,  
Recreation  
& Natural  
Resources



☒  
Think Public  
Services &  
Infrastructure

**Public Hearing:** No

**If Approved, Will Document Require Recordation?** No

### Does This Item Require a Communication Plan?

- ☐ Public Hearing (Required by GS)
- ☐ Newspaper Notice (Required by GS)
- ☐ Public Forum/Input Session
- ☐ E-News Distribution
- ☐ Social Media
- ☐ Special Mailing

- ☐ Public Hearing (Not Required by GS)
- ☐ Newspaper Notice (Not Required by GS)
- ☐ Press Release
- ☐ Website
- ☐ Survey
- ☐ None Required

### Summary

The Town of Clayton formally advertised for the Copper District Elevated Water Storage Tank on July 31st, 2024. On September 5th, 2024 the Town only received two sealed bids and were unable to open bids. The project was re-bid and on September 19, 2024 a second public bid opening was held. Two bids were received, one from Phoenix Fabricators & Erectors, LLC and one from Landmark Structures, LP. The apparent low bidder was Phoenix Fabricators & Erectors, LLC with base bid in the amount of \$8,525,336.00 and an additional alternate of \$0.00. The Engineer of Record has reviewed the bids and has issued a recommendation to award to Phoenix Fabricators & Erectors, LLC. The Town's procurement and MWBE Manager has reviewed the bid documents and has found Phoenix Fabricators & Erectors, LLC to be responsive and responsible. ARPA funds have been earmarked for this project. To utilize the ARPA funds, NCDWI must issue authority to award to the Town. Prior to North Carolina Division of Water Infrastructure (NCDWI) review, Town Council must approve and adopt a resolution of tentative award. Staff recommend and request approval of resolution #2024-98 and authorize Town Manager to execute construction for the base bid and alternate and any change orders required to deliver the project within existing budget. A final resolution of award will be recommended to Town Council upon receiving the authority to award from NCDWI.

### Funding Source

N/A

### Corresponding Documentation

[RESOLUTION TentativeAward\\_EST](#)  
[2024.09.26CopperDistrict\\_EST\\_RecommendationOfAward](#)

---

**Submitted By:** Shannon Poole, Engineering

**Reviewed By:**

|                                        |                        |
|----------------------------------------|------------------------|
| Joshua Baird, Water Resources Director | Approved - Oct 02 2024 |
| Rich Cappola, Town Manager             | Approved - Oct 02 2024 |
| Heidi Holland, Town Clerk              | Approved - Oct 02 2024 |

## 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 \_\_\_\_\_, seconded by \_\_\_\_\_, this Resolution was unanimously adopted, this the 7<sup>th</sup> day of October, 2024.

\_\_\_\_\_  
Jody McLeod, Mayor

(Seal)

**ATTEST:**

\_\_\_\_\_  
Heidi Holland, Town Clerk



ENGINEERS

SURVEYORS

PLANNERS

September 26, 2024

M&C 08183-0002

Shannon Poole.  
Engineering Technician – Engineering  
Town of Clayton  
111 East Second St  
Clayton, NC 27520

RE: Copper District Elevated Storage Tank  
Recommendation of Award of Construction Contract

Dear Ms. Shannon Poole:

The Copper District Elevated Storage Tank project was initially advertised and bids received on September 5, 2025. Since three (3) bids were not received, a second advertisement was issued and two (2) bids were received on September 19, 2024. The two (2) bids were opened by the Town and read aloud. The advertisement and bidding procedures were consistent with governing statutory requirements, to the best of our knowledge. Please refer to the attached bid summary tabulation and detailed bid tabulation for the bids received. The referenced bids have been reviewed by the Engineer. Phoenix Fabricators and Erectors, LLC (NC License #21640) is the apparent low bidder, with a bid submitted in the base bid amount of \$8,525,336.00. The bid submitted by Phoenix Fabricators and Erectors, LLC. also includes Unit Price Alternate Bid Item No. 1 in the amount of \$0.00. The following represents the potential award amounts based on the bid submitted by Phoenix Fabricators and Erectors, LLC.

- Total Base Bid: \$8,525,336.00
- Total Base Bid and Unit Price Alternate No. 1: \$0.00
- Total Base Bid, Unit Price Alternate No. 1, and Unit Price Alternate No. 2: \$8,525,336.00

Each combination of award of the base bid or base bid and alternate bid results in Phoenix Fabricators and Erectors, LLC. being the apparent low bidder. Phoenix Fabricators and Erectors, LLC. is properly licensed and experienced in the type of construction involved, as indicated by the information supplied with the bid.

4300 Edwards Mill Rd.  
Suite 200  
Raleigh, NC 27612  
919.233.8091  
[www.mckimcreed.com](http://www.mckimcreed.com)

Based on the Engineer's review of the bids, we recommend award of the project to the lowest responsible, responsive bidder, Phoenix Fabricators and Erectors, LLC, and for the Town to consider proceeding forward with the Alternate for "Subcontracting Owner-Preferred Architectural Fabricator/Provider".

Please accept this letter as the formal recommendation of award of construction contract to Phoenix Fabricators and Erectors, LLC. This recommendation of award is subject to acceptance of the submitted bid by the Town of Clayton.

Enclosed you will find the following documents:

- Certified Bid Summary Tabulation
- Certified Detailed Bid Tabulation

The Town maintains the original bid packages for both bids and therefore are not included as attachments.

- Phoenix Fabricators and Erectors, LLC. Bid Package
- Phoenix Fabricators and Erectors, LLC. Bid Bond

M&C understands the Town of Clayton will coordinate with Phoenix Fabricators and Erectors, LLC. to provide necessary post-bid submittals.

Should you have any questions or concerns regarding this letter or any of the enclosures, please do not hesitate to contact our office.

Sincerely,

McKIM & CREED, INC.



Michael Penny, PE  
Project Manager

Enclosures      Sealed Detailed Bid Tab



**CERTIFIED DETAILED BID TABULATION**

TOWN OF CLAYTON  
COPPER DISTRICT ELEVATED STORAGE TANK  
BID DATE: SEPTEMBER 19, 2024 @ 2:00 PM  
M&C PROJECT NO.: 08183-0002

| BASE BID                                            |                                                                                             |          |    | Phoenix Fabricators and Erectors, LLC.                          |                       | Landmark Structures I, LP                                       |                       |
|-----------------------------------------------------|---------------------------------------------------------------------------------------------|----------|----|-----------------------------------------------------------------|-----------------------|-----------------------------------------------------------------|-----------------------|
| Item                                                | Description                                                                                 | Quantity |    | Unit Price                                                      | Total Cost            | Unit Price                                                      | Total Cost            |
| 1                                                   | Mobilization (max 3% of Base Bid subtotal)                                                  | 1        | LS | \$248,000.00 /LS                                                | \$248,000.00          | \$200,000.00 /LS                                                | \$200,000.00          |
| 2                                                   | 1-Million Gallon Composite Elevated Storage Tank                                            | 1        | LS | \$6,344,836.00 /LS                                              | \$6,344,836.00        | \$7,074,000.00 /LS                                              | \$7,074,000.00        |
| 3                                                   | Steel H Piles OR Auger Cast Piles, Tank Foundation and Pilings to Standard Depth of 80 Feet | 1        | LS | \$600,000.00 /LS                                                | \$600,000.00          | \$739,500.00 /LS                                                | \$739,500.00          |
| 4                                                   | Steel H Piles OR Auger Cast Piles, Additional Piling Depth (beyond 80 feet)                 | 500      | VF | \$50.00 /VF                                                     | \$25,000.00           | \$19.00 /VF                                                     | \$9,500.00            |
| 5                                                   | Remove and Replace Unsuitable Excavated Material and Replace with Select Offsite Borrow     | 150      | CY | \$150.00 /CY                                                    | \$22,500.00           | \$60.00 /CY                                                     | \$9,000.00            |
| 6                                                   | Rock Removal and Replacement with Select Offsite Borrow                                     | 20       | CY | \$1,000.00 /CY                                                  | \$20,000.00           | \$100.00 /CY                                                    | \$2,000.00            |
| 7                                                   | Installation of Architectural Improvements                                                  | 1        | LS | \$150,000.00 /LS                                                | \$150,000.00          | \$215,000.00 /LS                                                | \$215,000.00          |
| 8                                                   | Subcontracting Contractor-Preferred Architectural Fabricator/Provider                       | 1        | LS | \$990,000.00 /LS                                                | \$990,000.00          | \$1,100,000.00 /LS                                              | \$1,100,000.00        |
| 9                                                   | Allowance for SCADA Improvements and Instrumentation and Control Services                   | 1        | LS | \$120,000.00 /LS                                                | \$120,000.00          | \$120,000.00 /LS                                                | \$120,000.00          |
| 10                                                  | Hydrant Meter Allowance                                                                     | 1        | LS | \$5,000.00 /LS                                                  | \$5,000.00            | \$5,000.00 /LS                                                  | \$5,000.00            |
| <b>TOTAL BASE BID (ITEMS 1-10)</b>                  |                                                                                             |          |    |                                                                 | <b>\$8,525,336.00</b> |                                                                 | <b>\$9,474,000.00</b> |
| ALTERNATE BID                                       |                                                                                             |          |    | Unit Price Change from Base Bid ("+" for ADD or "-" for DEDUCT) |                       | Unit Price Change from Base Bid ("+" for ADD or "-" for DEDUCT) |                       |
| Item                                                | Description                                                                                 | Quantity |    | Unit Price                                                      | Total Cost            | Unit Price                                                      | Total Cost            |
| ALT-1                                               | Subcontracting Owner-Preferred Architectural Fabricator/Provider                            | 1        | LS | \$0.00 /LS                                                      | \$0.00                | \$0.00 /LS                                                      | \$0.00                |
| <b>TOTAL ALTERNATE BID (ALT - 1)</b>                |                                                                                             |          |    |                                                                 | <b>\$0.00</b>         |                                                                 | <b>\$0.00</b>         |
| <b>TOTAL BASE BID + ALTERNATE BID</b>               |                                                                                             |          |    |                                                                 | <b>\$8,525,336.00</b> |                                                                 | <b>\$9,474,000.00</b> |
| Contractor's selected method for pile installation: |                                                                                             |          |    | Steel H-Piles                                                   |                       | Auger Cast                                                      |                       |

Certified as Correct

 9/26/2024  
Michael Penny, PE Date  
Project Manager  
McKim & Creed, Inc.





## Town Council Regular Meeting Agenda Cover Sheet

### Meeting Date

October 7, 2024

### Agenda Location

NEW BUSINESS

### Item Title

FY 2023 Staffing for Adequate Fire and Emergency Response (SAFER) Grant

### Presenter(s)

David Ranes, Fire Chief

### Suggested Action

Adoption of Resolution

### Strategic Priorities Alignment



☐  
Think Clayton  
(Administrative)



☐  
Think Arts &  
Culture



☐  
Think  
Downtown



☐  
Think  
Economic  
Development



☐  
Think Land  
Use &  
Housing



☐  
Think  
Mobility



☐  
Think Parks,  
Recreation  
& Natural  
Resources



☒  
Think Public  
Services &  
Infrastructure

**Public Hearing:** No

**If Approved, Will Document Require Recordation?** No

### Does This Item Require a Communication Plan?

- ☐ Public Hearing (Required by GS)
- ☐ Newspaper Notice (Required by GS)
- ☐ Public Forum/Input Session
- ☐ E-News Distribution
- ☐ Social Media
- ☐ Special Mailing

- ☐ Public Hearing (Not Required by GS)
- ☐ Newspaper Notice (Not Required by GS)
- ☐ Press Release
- ☐ Website
- ☐ Survey
- ☒ None Required

### Summary

The Town of Clayton has been awarded the FY23 Staffing for Adequate Fire and Emergency Response (SAFER) grant from the Federal Emergency Management Agency in the amount of \$1,512,151.68. This grant allows the Fire Department to hire six new firefighters and covers all salary and benefits for the six positions for a period of 36 months, at which time, the Town will assume all financial responsibility associated with these positions.

### Recommendation

It's the recommendation of staff that Council adopt the resolution accepting this staffing grant.

### Funding Source

N/A

### Cost

N/A

### Corresponding Documentation

[Award Package](#)

[Council Resolution for Grant](#)

---

**Submitted By:** David Ranes, Fire Department

**Reviewed By:**

David Ranes, Fire Chief

Rich Cappola, Town Manager

Heidi Holland, Town Clerk

Approved - Sep 20 2024

Approved - Oct 02 2024

Approved - Oct 02 2024

## Award Letter

U.S. Department of Homeland Security  
Washington, D.C. 20472

Effective date: 09/03/2024



David Ranes  
TOWN OF CLAYTON  
P.O. BOX 879  
CLAYTON, NC 27528  
EMW-2023-FF-00285

Dear David Ranes,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2023 Staffing for Adequate Fire and Emergency Response (FF) Grant funding opportunity has been approved in the amount of \$1,512,151.68 in Federal funding.

FEMA has waived, in part or in full, one or more requirements for this grant award. See the Summary Award Memo for additional information about Economic Hardship Waivers.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2023 FF Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink, appearing to read "P. Williams", is placed above the printed name.

PAMELA WILLIAMS  
Assistant Administrator, Grant Programs

## Summary Award Memo

**Program:** Fiscal Year 2023 Staffing for Adequate Fire and Emergency Response

**Recipient:** TOWN OF CLAYTON  
**UEI-EFT:** ZFG6SS4UQWV6  
**DUNS number:** 832464788  
**Award number:** EMW-2023-FF-00285

## Summary description of award

The purpose of the SAFER Grant Program is to provide funding directly to fire departments and volunteer firefighter interest organizations to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application — including budget information — was consistent with the SAFER Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2023 Staffing for Adequate Fire and Emergency Response (SAFER) Grant funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

## Approved Economic Hardship Waivers

### Position cost limit waiver

FEMA has waived the position cost limit requirement for this grant award. Costs are limited to the approved budget per position.

### Cost share waiver

FEMA has waived the cost share requirement for this grant award. You are not required to contribute non-Federal funds for this grant award. The recipient is responsible for any costs that exceed the Federal funding provided for this grant award.

### Minimum budget waiver

FEMA has waived the minimum budget requirement for this award.

### Non-supplanting waiver

FEMA has waived the non-supplanting requirement for this award. SAFER grant funds may be used to replace funds that would be available from State or local sources or from the Bureau of Indian Affairs.

## Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award. The cost share amounts described in this award letter are based on the approved total project cost; however, the

Federal funding available is limited based on the applicable position cost limit and the applicable cost share as applied to actual costs.

The following are the total approved budgeted estimates for object classes for all funded firefighter positions for this award (including Federal share plus your cost share, if applicable, as applied to the estimated costs):

| Object Class     | First Year   | Second Year  | Third Year   | Total          |
|------------------|--------------|--------------|--------------|----------------|
| Personnel        | \$310,752.00 | \$326,292.00 | \$342,612.00 | \$979,656.00   |
| Fringe benefits  | \$161,144.34 | \$176,913.84 | \$194,437.50 | \$532,495.68   |
| Travel           | \$0.00       | \$0.00       | \$0.00       | \$0.00         |
| Equipment        | \$0.00       | \$0.00       | \$0.00       | \$0.00         |
| Supplies         | \$0.00       | \$0.00       | \$0.00       | \$0.00         |
| Contractual      | \$0.00       | \$0.00       | \$0.00       | \$0.00         |
| Construction     | \$0.00       | \$0.00       | \$0.00       | \$0.00         |
| Other            | \$0.00       | \$0.00       | \$0.00       | \$0.00         |
| Indirect charges | \$0.00       | \$0.00       | \$0.00       | \$0.00         |
| Federal          | \$471,896.34 | \$503,205.84 | \$537,049.50 | \$1,512,151.68 |
| Non-federal      | \$0.00       | \$0.00       | \$0.00       | \$0.00         |
| Total            | \$471,896.34 | \$503,205.84 | \$537,049.50 | \$1,512,151.68 |
| Program Income   |              |              |              | \$0.00         |

## Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2023 FF NOFO.

### Approved request details:

## Hiring of Firefighters

## New, Additional Firefighter(s)

### BENEFITS FUNDED

Years 1/2/3: FICA \$3,92.09/\$4,160.22/\$4,368.30; Retirement \$7,064.43/\$7,961.52/\$8,930.75; 401K \$2,589.60/\$2,719.10/\$2,855.10; Dental (employee only) \$402/\$402/\$402; Health (employee only) \$10,200/\$11,424/\$12,794.88; Longevity \$50/\$100/\$200; and Holiday Pay \$2,589.26/\$2,718.79/\$2,855.22. Total Benefits \$26,857.38/\$29,485.64/\$32,406.25

### NUMBER OF FIREFIGHTERS

6

|              | ANNUAL<br>SALARY PRICE | ANNUAL<br>BENEFITS | TOTAL PER<br>FIREFIGHTER |
|--------------|------------------------|--------------------|--------------------------|
| Year 1       | \$51,792.00            | \$26,857.39        | \$78,649.39              |
| Year 2       | \$54,382.00            | \$29,485.64        | \$83,867.64              |
| Year 3       | \$57,102.00            | \$32,406.25        | \$89,508.25              |
| 3 Year Total | \$1,512,151.68         |                    |                          |

## Agreement Articles

**Program:** Fiscal Year 2023 Staffing for Adequate Fire and Emergency Response

**Recipient:** TOWN OF CLAYTON

**UEI-EFT:** ZFG6SS4UQWV6

**DUNS number:** 832464788

**Award number:** EMW-2023-FF-00285

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**Article 1****Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications**

I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

**Article 2****General Acknowledgements and Assurances**

Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance. V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

**Article 3****Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

|                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Article 4</b> | <b>Activities Conducted Abroad</b><br>Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Article 5</b> | <b>Age Discrimination Act of 1975</b><br>Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Article 6</b> | <b>Americans with Disabilities Act of 1990</b><br>Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.                                                                                                                                                                                                                                                         |
| <b>Article 7</b> | <b>Best Practices for Collection and Use of Personally Identifiable Information</b><br>Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.                             |
| <b>Article 8</b> | <b>Civil Rights Act of 1964 – Title VI</b><br>Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7. |

**Article 9****Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

**Article 10****Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

**Article 11****Debarment and Suspension**

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

**Article 12****Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

**Article 13****Duplicative Costs**

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

|                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Article 14</b> | <b>Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX</b><br>Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA’s implementing regulations at 44 C.F.R. Part 19. |
| <b>Article 15</b> | <b>E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety</b><br>Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.                                                                                                                                                                                                                                                                |
| <b>Article 16</b> | <b>Energy Policy and Conservation Act</b><br>Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Article 17</b> | <b>False Claims Act and Program Fraud Civil Remedies</b><br>Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Article 18</b> | <b>Federal Debt Status</b><br>All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Article 19</b> | <b>Federal Leadership on Reducing Text Messaging while Driving</b><br>Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.                                                                                                                                                                                                                                                                                  |

**Article 20      Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: [Certificated Air Carriers List | US Department of Transportation](https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list), <https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list>) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

**Article 21      Hotel and Motel Fire Safety Act of 1990**

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

**Article 22      John S. McCain National Defense Authorization Act of Fiscal Year 2019**

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

**Article 23      Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

**Article 24      Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on [Grants.gov](https://www.grants.gov) as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on [Grants.gov](https://www.grants.gov) as the Disclosure of Lobbying Activities (SF-LLL).

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| <b>Article 25</b> | <b>National Environmental Policy Act</b><br>Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans. |
| <b>Article 26</b> | <b>Nondiscrimination in Matters Pertaining to Faith-Based Organizations</b><br>It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.                                                                                       |
| <b>Article 27</b> | <b>Non-Supplanting Requirement</b><br>Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Article 28</b> | <b>Notice of Funding Opportunity Requirements</b><br>All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.                                                                    |
| <b>Article 29</b> | <b>Patents and Intellectual Property Rights</b><br>Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.                                                                                                                                                                                                     |

**Article 30      Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

**Article 31      Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**Article 32      Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

**Article 33      Reporting Subawards and Executive Compensation**

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

**Article 34****Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. Definitions The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

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| <b>Article 35</b> | <b>SAFECOM</b><br>Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment   CISA. |
| <b>Article 36</b> | <b>Terrorist Financing</b><br>Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.                                                                                                                      |
| <b>Article 37</b> | <b>Trafficking Victims Protection Act of 2000 (TVPA)</b><br>Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.                                           |
| <b>Article 38</b> | <b>Universal Identifier and System of Award Management</b><br>Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.                                                                                 |
| <b>Article 39</b> | <b>USA PATRIOT Act of 2001</b><br>Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.                                                                                                                                                                 |
| <b>Article 40</b> | <b>Use of DHS Seal, Logo and Flags</b><br>Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.                                                                                    |
| <b>Article 41</b> | <b>Whistleblower Protection Act</b><br>Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.                                                                                                                                                                                                                                                                                   |

|                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
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| <b>Article 42</b> | <p><b>Environmental Planning and Historic Preservation (EHP) Review</b></p> <p>DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website at: <a href="https://www.fema.gov/grants/guidance-tools/environmental-historic">https://www.fema.gov/grants/guidance-tools/environmental-historic</a>. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.</p> |
| <b>Article 43</b> | <p><b>Applicability of DHS Standard Terms and Conditions to Tribes</b></p> <p>The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Article 44</b> | <p><b>Acceptance of Post Award Changes</b></p> <p>In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please call FEMA Grant Management Operations at (866) 927-5646 or via e-mail to: <a href="mailto:ASK-GMD@fema.dhs.gov">ASK-GMD@fema.dhs.gov</a> if you have any questions.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Article 45</b> | <p><b>Disposition of Equipment Acquired Under the Federal Award</b></p> <p>For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

**Article 46****Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

**Article 47****Indirect Cost Rate**

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

**Article 48****Award Performance Goals**

FEMA will measure the recipient's performance of the grant by comparing the firefighter hiring activities of new, additional firefighters, rehire laid off firefighters, or retain firefighters facing layoff OR recruitment and retention activities of volunteer firefighters who are involved with or trained in the operations of firefighting and emergency response as requested in its application. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients increased compliance with the National standards described in the NOFO.

**Obligating document**

|                                                                                              |                                |                                                                                                                                              |                                   |                                                                                                                                 |
|----------------------------------------------------------------------------------------------|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| <b>1. Agreement No.</b><br>EMW-2023-FF-00285                                                 | <b>2. Amendment No.</b><br>N/A | <b>3. Recipient No.</b><br>566001203                                                                                                         | <b>4. Type of Action</b><br>AWARD | <b>5. Control No.</b><br>WX03511N2024T                                                                                          |
| <b>6. Recipient Name and Address</b><br>TOWN OF CLAYTON<br>111 E 2ND ST<br>CLAYTON, NC 27520 |                                | <b>7. Issuing FEMA Office and Address</b><br>Grant Programs Directorate<br>500 C Street, S.W.<br>Washington DC, 20528-7000<br>1-866-927-5646 |                                   | <b>8. Payment Office and Address</b><br>FEMA, Financial Services Branch<br>500 C Street, S.W., Room 723<br>Washington DC, 20742 |

|                                                                                                                                                                                                                         |                                                     |                                                                                                                        |                                                                                                               |                                            |                            |                                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|--------------------------------------------|----------------------------|------------------------------------------|
| <b>9. Name of Recipient Project Officer</b><br>David Ranes                                                                                                                                                              | <b>9a. Phone No.</b><br>9194273919                  | <b>10. Name of FEMA Project Coordinator</b><br>Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program | <b>10a. Phone No.</b><br>1-866-274-0960                                                                       |                                            |                            |                                          |
| <b>11. Effective Date of This Action</b><br><br>09/03/2024                                                                                                                                                              | <b>12. Method of Payment</b><br><br>OTHER - FEMA GO | <b>13. Assistance Arrangement</b><br><br>COST SHARING                                                                  | <b>14. Performance Period</b><br>03/02/2025 to 03/01/2028<br><b>Budget Period</b><br>03/02/2025 to 03/01/2028 |                                            |                            |                                          |
| <b>15. Description of Action a. (Indicate funding data for awards or financial changes)</b>                                                                                                                             |                                                     |                                                                                                                        |                                                                                                               |                                            |                            |                                          |
| <b>Program Name Abbreviation</b>                                                                                                                                                                                        | <b>Assistance Listings No.</b>                      | <b>Accounting Data(ACCS Code)</b>                                                                                      | <b>Prior Total Award</b>                                                                                      | <b>Amount Awarded This Action + or (-)</b> | <b>Current Total Award</b> | <b>Cumulative Non-Federal Commitment</b> |
| FF                                                                                                                                                                                                                      | 97.083                                              | 2024-F3-GF01 - P410-xxxx-4101-D                                                                                        | \$0.00                                                                                                        | \$1,512,151.68                             | \$1,512,151.68             | \$0.00                                   |
| Totals                                                                                                                                                                                                                  |                                                     |                                                                                                                        | \$0.00                                                                                                        | \$1,512,151.68                             | \$1,512,151.68             | \$0.00                                   |
| <b>b. To describe changes other than funding data or financial changes, attach schedule and check here:</b><br>N/A                                                                                                      |                                                     |                                                                                                                        |                                                                                                               |                                            |                            |                                          |
| <b>16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)</b><br>This field is not applicable for digitally signed grant agreements |                                                     |                                                                                                                        |                                                                                                               |                                            |                            |                                          |
| <b>17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)</b>                                                                                                                                                                |                                                     |                                                                                                                        |                                                                                                               |                                            |                            | <b>DATE</b>                              |
| <b>18. FEMA SIGNATORY OFFICIAL (Name and Title)</b><br>PAMELA WILLIAMS, Assistant Administrator, Grant Programs                                                                                                         |                                                     |                                                                                                                        |                                                                                                               |                                            |                            | <b>DATE</b><br>09/03/2024                |

## **RESOLUTION BY GOVERNING BODY OF RECIPIENT**

**WHEREAS**, the Clayton Town has received a Staffing for Adequate Fire and Emergency Response (SAFER) grant from the FY23 SAFER Funding Grant, administered by the Federal Emergency Management Agency (FEMA), to assist with increasing the number of trained, "front line" firefighters available in Clayton; and

**WHEREAS**, the Federal Emergency Management Agency has offered the FY23 SAFER Grant in the amount of \$1,512,151.68 to increase fire apparatus staffing in the Clayton Fire Department, by six personnel for a period of 36 months, and,

**WHEREAS**, the Town of Clayton intends to perform said requirements in accordance with the agreed scope of work,

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

That the Town of Clayton does hereby accept the FY23 SAFER Grant of \$1,512,151.68.

That the Town of Clayton does hereby give assurance to the Federal Emergency Management Agency that any Conditions or Assurances contained in the Award Offer will be adhered to.

That Jody McLeod and successors so titled, is hereby authorized and directed to furnish such information as FEMA may request in connection with this project; to make the assurance as contained above; and to execute such other documents as may be required by the acceptance of this grant.

Adopted this 7<sup>th</sup> day of October 2024 at Clayton, North Carolina while in regular session.

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

ATTEST:

\_\_\_\_\_  
Heidi L. Holland, CMC, NCCMC  
Town Clerk