



Town of Clayton
Regular Town Council Meeting Agenda
Monday, November 6, 2023 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

(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.)

- a. Minutes
October 16, 2023
Presenter: Heidi Holland, Town Clerk
[October 16, 2023 Draft Minutes](#)
- b. NC Arts Council - Organization Support Grant
Presenter: Shaun Mizell, Procurement, Contracts and MWBE Manager
[Complete with DocuSign NC Arts Council Grant \(1\) Org Support Grant award](#)
[2023 Org Support Grant FINAL APPLICATION with attachments](#)
[Organization Support Grant 2023-2024](#)
- c. Trojan Sole Source
Presenter: Shaun Mizell, Procurement, Contracts and MWBE Manager
[Trojan Sole Source](#)
- d. Resolution 2023-79: To Accept Streets into the Town Of Clayton Street System for Maintenance – Ashcroft Subdivision, Phases 5 & 6
Presenter: Jonathan K. Jacobs, PE, CFM - Assistant Engineering Director
[Resolution 2023-79: To Accept Streets into the Town Of Clayton Street System for Maintenance – Ashcroft Subdivision, Phases 5 & 6](#)
- e. Resolution 2023-80: To Accept Public Utilities into The Town of Clayton Public Utility System for Maintenance – Carolina Overlook Phase 1 F&G
Presenter: Jonathan K. Jacobs, PE, CFM - Assistant Engineering Director

[Resolution To Accept Public Utilities into The Town of Clayton Public Utility System for Maintenance – Carolina Overlook Phase 1 F&G](#)

POTENTIAL ACTION: Approve Consent Agenda as Presented

4. ADMINISTRATIVE ITEMS

5. INTRODUCTIONS AND SPECIAL PRESENTATIONS

- a. Recognition of Colonel Gerry Berry
Presenter: Mayor McLeod
- b. Operation Green Light for Veterans Proclamation
Presenter: Mayor McLeod to Present
[Operation Green Light for Veterans Proclamation](#)
- c. National Apprenticeship Week Proclamation
Presenter: Mayor McLeod to Present
[National Apprenticeship Week Proclamation](#)
- d. GIS Day Proclamation
Presenter: Mayor McLeod to Present to GIS
[GIS Day Proclamation](#)

6. PUBLIC HEARINGS

- a. 2023-92-ANX 2311 HWY 42 Contiguous Annexation
Presenter: Steven Mott, Planner II
[2023-92-ANX 2311 HWY 42 Contiguous Annexation](#)
POTENTIAL ACTION: Adoption of Ordinance #2023-10-07
- b. 2023-93-ANX 2364 NC Hwy 42 Non-Contiguous Annexation
Presenter: Steven Mott, Planner II
[2023-93-ANX 2364 NC Hwy 42 Non-Contiguous Annexation](#)
POTENTIAL ACTION: Adoption of Ordinance #2023-10-06
- c. 2023-96-ANX ETM JR Property LLC Non-Contiguous Annexation
Presenter: Steven Mott, Planner II
[2023-96-ANX ETM JR Property LLC Non-Contiguous Annexation](#)
POTENTIAL ACTION: Adoption of Ordinance #2023-10-05
- d. 2022-125-CZM: Summer Glen Conditional Zoning with Master Plan
(Continued from the October 2, 2023 meeting)
DOCUMENTS STILL PENDING
Presenter: Bruce Venable, Planner I
POTENTIAL ACTION: Adoption of Ordinance #2023-09-02 and Consistency and Reasonableness Statement
POTENTIAL ACTION: Adoption of Wastewater Resolution #2023-70

7. OLD BUSINESS

8. NEW BUSINESS

- a. Wastewater Regionalization Resolution
Presenter: Rich Cappola, PE, MPA, CFM
[ToC Water-Sewer Authority Study-Resolution](#)

POTENTIAL ACTION: Adoption of Resolution #2023-81

9. STAFF REPORTS

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

10. OTHER BUSINESS

- a. Informal Discussion & Public Comment
- Individuals have three (3) minutes to address the Town Council.
 - Groups will designate a spokesperson. Spokesperson will have five (5) minutes to address the Town Council.
- b. Council Comments

11. CLOSED SESSION

- a. To Discuss Legal Matter in Accordance with NC GS 143-318.11(a)(3); To Discuss Economic Development in accordance with NC GS 143-318.11(a)(4); and To Discuss Personnel Matter in accordance with NC GS 143-318.11(a)(6)

POTENTIAL ACTION: Motion to Go Into Closed Session

POTENTIAL ACTION: Motion to Return To Open Session

12. ADJOURNMENT

- a. Adjourn

POTENTIAL ACTION: Motion To Adjourn



Town of Clayton
Regular Town Council Meeting Minutes
Monday, October 16, 2023 at 6:00 PM
Council Chambers, Town Hall
111 E. Second Street

Council Present:

Mayor Jody McLeod
Mayor Pro Tem Jason Thompson
Council Member Porter Casey
Council Member Avery Everett
Council Member Andria Archer
Council Member Michael Sims

Staff Present:

Rich Cappola, Town Manager
Heidi Holland, Town Clerk
Jim Cauley, Town Attorney
Dolores Gill, Deputy Town Manager
Lee Barbee, Deputy Town Manager
Robert McKie, Finance Director
Jonathan Jacobs, Interim Planning Director &
Assistant Engineering Director
Joshua Baird, Engineering Director
Nathanael Shelton, Communications Officer
David Ranes, Fire Chief
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. **Approve or Amend the Agenda**

RESULT:	CARRIED 5-0
MOVER:	Jason Thompson
SECONDER:	Porter Casey
YES:	Jason Thompson, Porter Casey, Avery Everett, Andria Archer, and Michael Sims
NO:	None

3. CONSENT AGENDA

- a. Minutes
- October 2, 2023 - Work Session
 - October 2, 2023 - Regular Session
 - October 2, 2023 - Closed Session
- Presenter:* Heidi Holland, Town Clerk
- b. NCEMPA – Amended and Restated Full Requirements Power Sales Agreement
Presenter: Heidi Holland, Town Clerk
- c. Certificate of Sufficiency - Annexation 2023-92-ANX, 2311 NC Hwy 42
Presenter: Heidi Holland, Town Clerk
- d. Certificate of Sufficiency - Annexation 2023-93-ANX, 2364 NC Hwy 42
Presenter: Heidi Holland, Town Clerk
- e. Certificate of Sufficiency - Annexation 2023-96-ANX, ETM Jr. Property, LLC
Presenter: Heidi Holland, Town Clerk
- f. Resolution 2023-78 to Accept Public Utilities into The Town of Clayton Public Utility System for Maintenance – Spinning Mill Apartments
Presenter: Jonathan K. Jacobs, PE, CFM - Assistant Engineering Director

Approve Consent Agenda as Presented

RESULT:	CARRIED 5-0
MOVER:	Jason Thompson
SECONDER:	Michael Sims
YES:	Jason Thompson, Porter Casey, Avery Everett, Andria Archer, and Michael Sims
NO:	None

4. ADMINISTRATIVE ITEMS

- a. Lead and Copper Rules Revision
Presenter: Brandon Carroll, Utilities Compliance Supervisor

Mr. Carroll reported on a project was tasked by the EPA and the North Carolina Department of Environmental Quality. It was stated they worked with Jacob's Engineering as they assisted in getting them started with the project. Mr. Carroll stated they have been in many meetings with the State, Jacob's Engineering, other municipalities, North Carolina Water and others across the State.

It was reported two senior Water Resources employees, Mr. Dantrez Kelly and Mr. Dylan Carroll volunteered to lead one of the biggest Town Staff driven projects. Mr. Carroll expressed appreciation to them for volunteering to help.

Mr. Carroll explained what the Lead and Copper Rule Revision was. It was stated after Flint Michigan there were treatment changes in the water system in Flint. When they changed the water quality a lot of the flaking of the lead piping, they had in their system begun to flake off and get into the water system. It was reported Town of Clayton doesn't have many lead lines if any at all. Mr. Carroll doesn't believe there are

any. Discussion continued to state this is the purpose of the process. The Council was made aware of the project to identify all lead service lines, potential galvanized service lines, copper lines, PEC and or poly found in the ground.

Mr. Carroll acknowledged this project was different than most because they knew 95% of the time what the Town side was, but limited records of what was installed on the customer's side. It was stated the biggest portion of this product was finding out and identifying what was on the customer's side of the service line.

The Council was informed this is the beginning stage. As time progresses the public will be educated as well as themselves because rules continue to change. Mr. Carroll stated there are still a lot of unknown gray areas, he reported DEQ was a tremendous help and discussion continue to state the EPA is ultimately in charge of the rule.

Mr. Carroll stated once they get through the initial inventory process and get it complete, they must have every unknown service line identified by October 2024. It was stated that are approximately 1,800 services for both customers and Town side. Any that are not identified must be identified as unknown and must be treated as if they are lead. Mr. Carroll continued to state they are trying make all identifications so that there aren't any unknowns between now and October 2024.

It was reported they have a partnership with North Carolina 811 so when there are locates to be called in, all the underground services can be identified. Town Staff has done the water, sewer and electric locates. Partnerships and cooperation with the gas companies and the telecommunications companies are needed. Mr. Carroll stated 253 locates have been called in within the first month making it a very busy first month.

It was stated as part of the project that was being worked on houses constructed in 1987 or before which there isn't a lot of information on. Some were installed when the Town standards were not in place. Mr. Carroll stated if any of those issues are discovered they are doing their best to update any straight set services where they don't have an actual meter set so they can turn the water on and off effectively. They are going back to install those so they will be current to Town standard.

Mr. Carroll stated in partnership with the Engineering Department they are trying to get an RFP for an on-call plumber(s) in the instance if damage to the customer side service line was caused by the Town Staff. He continued to state if the customer side service line is not in their purview and damage is done while excavating, the Town Staff will call a plumber to come repair the line and reconnect to the backside of the Town.

It was communicated they are using Cityworks with the help of the IT department and they have done many projects for them and Water Resources over the years, but this one is by far the largest. They have created all new assets across the board. They have also created a spreadsheet that will be presented to the State.

Mr. Carroll presented a power point slide stating the gray double dots are what must be identified. He restated there are approximately 1,800 of those in which some have been found, some of which were eliminated because they were incorrectly marked in their GIS System. He stated that there will be a lot of digging as they move forward.

On the next power point slide, some of the gray dots are now blue on blue meaning that was the first area of excavations. All of them have been identified.

Mr. Carroll explained they have been excavating for 13 days, they have completed 174 service line excavations, they have called in 253 locates and have averaged 13.4% service line identifications a day. It was stated their goal was 12 a day, which might not sound like a lot but over a course of a year and with some of the conditions that have been found, 12 is a really tasking number. Mr. Carroll reported last week was shortened because of rain they were however able to complete 64 in three days. He expressed appreciation to his guys and their continued improvement.

Mr. Carroll stated this information is available for Town Staff and customers on the Town's Website. As they progress in the project, a standalone website will be created through Ezri and Ark Map, where they have all this information. Customers will be able to click on their service dots and see they have been identified. A self-evaluation survey is offered so that the customer can complete it on behalf of the Town to help.

It was reported they are required to sample 30 different locations in the Clayton System since the system changed last July, now 40 locations are required for lead and copper in Clayton North Riverwood System.

Mr. Carroll stated since this is such a lofty project, they wanted to build leadership within. He stated two of his senior guys will gain leadership experience guiding crew members. This knowledge would move them to the next level of their life with the town. Other goals mentioned are to replace all galvanized or lead service lines found. Galvanized is steel that has corroded badly. They get rusty and all the tuberculation inside the line reduces capacity for customers. To date, nine have been identified and would be replaced in the future. Their goal was to reach 12, one month in they have reached 13. As the winter goes, more crews will get involved in hopes to have the project completed by October 2024.

Mr. Mayor confirmed this is a mandate that we must come into compliance and continued to say any home built prior to 1987 is what must be checked out.

Mr. Carroll responded in the affirmative and continued to say all the blue on light blue dots they do allow records to be had or construction date as an identifier. With help from the GIS Staff all the blue-on-blue dots have been identified as post 1988. That eliminates quite a few of them. He reported they have approximately 13,000 services in town. About 80% are post 1988 fortunately. It was stated 1987 has been beneficial to them because some of the municipalities have many more millions potentially of services, they had to identify the same way.

Council Member Archer expressed gratitude for protecting our water and expressed the importance of it. Ms. Archer stated it is great that we are being proactive after seeing what happened in Flint.

b. Youth Athletics

Presenter: Matt Lorion, Acting Parks and Rec. Director

Matt Lorion reported a few months ago that Staff and Town Management came

together to discuss youth athletics. A couple of gaps were seen since they play countywide not just in Town. It was stated there were a couple of gaps in their training with the internal part-time staff. Over the past couple of months, Mr. Trey Meek and Ms. Megan Rivers came together and provided research. Ms. Rivers provided Staff training and Mr. Meek provided policies and procedures for Athletics regarding rules and regulations in the county.

Mr. Meek stated they do not play countywide in all the sports. With there being approximately 600 kids, they are able to keep everything in house. It was reported that parent behavior has escalated, and it has pushed officials away. Mr. Meek stated they have communicated with five municipalities that have Parks and Rec. and they are on the Johnston County Athletic Association (JCAA). It was reported as a collective, they went in and looked at their Parent Code of Conduct and the Coach's Code of Conduct and tried to line them up as close as possible.

It was communicated to Council, when a child is being registered, the Parent's Code of Conduct is now attached to the registration, and it must be signed.

Mr. Meek reported they started meeting countywide more with the Parks and Rec. Athletics individuals. A Code of Conduct was created for coaches and is provided to their coaches at the head coach's meeting before each season.

Mr. Meek stated if an individual was banned in a different municipality for conduct, that conduct wouldn't carry over to the next municipality. When the meeting took place in August everyone agreed that if someone was banned for their conduct in one municipality it would be countywide, not just the municipality they were banned in.

Ms. Rivers reported that a PowerPoint was created to increase staff training. This training is conducted each quarter for sports specific training with each season. It was stated the PowerPoint includes "how-to's, practice's, competitions and games." Staff are required to read the part-time staff handbook, which includes their duties and dress code. Ms. Rivers communicated videos have been implemented as well. Mayor Pro Tem Thompson inquired roughly; how many children participate? Mr. Meek responded volleyball grew this year to 150, youth soccer has ages four-seven and there are 225 kids, basketball is approximately 600, baseball and softball approximately 200-300 kids and 8 t-ball teams. It communicated to Council, since post COVID kids are beginning to come out more.

Mayor Pro Tem Thompson expressed appreciation and gratitude to the staff for being proactive and setting the ground rules. Mayor McLeod agreed with Mayor Pro Tem Thompson and expressed appreciation and gratitude to the staff for being proactive.

5. INTRODUCTIONS AND SPECIAL PRESENTATIONS

- a. National Arts and Humanities Month Proclamation
Presenter: Mayor McLeod to Present to Cultural Arts

Mayor McLeod presented the Proclamation and took a photo with the recipients.

6. PUBLIC HEARINGS

- a. 2023-92-ANX 2311 HWY 42 Non-Contiguous Annexation
Presenter: Steven Mott, Planner II

Motion to Continue to November 6, 2023 Meeting

RESULT:	CARRIED 5-0
MOVER:	Jason Thompson
SECONDER:	Michael Sims
YES:	Jason Thompson, Porter Casey, Avery Everett, Andria Archer, and Michael Sims
NO:	None

- b. 2023-93-ANX 2364 NC Hwy 42 Non-Contiguous Annexation
Presenter: Steven Mott, Planner II

Motion to Continue to November 6, 2023 Meeting

RESULT:	CARRIED 5-0
MOVER:	Jason Thompson
SECONDER:	Michael Sims
YES:	Jason Thompson, Porter Casey, Avery Everett, Andria Archer, and Michael Sims
NO:	None

- c. 2023-96-ANX ETM JR Property LLC Non-Contiguous Annexation
Presenter: Steven Mott, Planner II

Motion to Continue to November 6, 2023 Meeting

RESULT:	CARRIED 5-0
MOVER:	Jason Thompson
SECONDER:	Michael Sims
YES:	Jason Thompson, Porter Casey, Avery Everett, Andria Archer, and Michael Sims
NO:	None

- d. Ordinance 2023-10-03 to Enact the "Codify Clayton" Unified Development Ordinance
Presenter: Jonathan K. Jacobs, PE, CFM - Interim Planning Director

Mr. Jacobs introduced Mr. Chad Meadows, with CodeWright Planners who presented an update. Mr. Jacobs stated this is the first comprehensive update to the Unified Development Code since the current code was adopted in November 2005. There have been several updates since 2005 but this is the first comprehensive overhaul. During that time the Town of Clayton's population has more than doubled in size. Staff performed a rigorous request for qualification review and the selection panel chose CodeWright Planners to perform this service for the Town and have embarked on an 18 month process to write a new Unified Development ordinance. Staff and the Consultant posted the public draft on September 11, 2023, this was also provided to Council on that same date. This public draft is a result of a total of 13 unified development ordinance Steering Committee meetings, multiple development stakeholder interviews, three public forums and extensive staff review and collaboration to discuss the findings and the public drafts. The Steering Committee

consisted of the Planning Board and three members of the Board of Adjustment. The Consultant kept a dedicated website to keep the public and the development community informed of the process.

Mr. Jacobs stated Staff has requested Council to consider an ordinance and adoption of the new unified development ordinance. In summary, that ordinance would repeal and replace in its entirety Chapter 151 the flood damage prevention code, Chapter 155 the unified development code, Chapter 156 the erosion and sediment control code and Chapter 158 the storm water management code, all from the Code of Ordinances. Then updating Chapter 51.03c the utility extension policy to reference the unified development code. Mr. Jacobs stated on September 25th the same presentation was provided to the Planning Board and they provided a unanimous vote of recommendation of approval.

Mr. Meadows presented an overview of five topics that were discussed. Project Background, Project Goals, 5 Key Changes, Testing Results and Public Hearing.

Mr. Meadows presented a slide of the project scope and schedule and showed seven steps in the process of which 5 are completed:

- 1.) project initiation
- 2.) diagnosis
- 3.) annotated outline
- 4.) drafting
- 5.) testing
- 6.) adoption
- 7.) delivery

It was stated they are still on task six. The adopted version of the documents has been available for review since approximately September 11, 2023. The delivery of the document would take place after adoption. Mr. Meadows suggested regardless of the adoption date, the UDO effective date be delayed until January 1, 2024. That would allow time to complete the procedures manual, adjust any application forms, train staff and to get comfortable with the document.

Mr. Meadows stated a diagnosis was prepared in June of 2022; it served as a road map for the UDC update. It included a review of the comprehensive plan, the current UDC, it summarized the input collected from stakeholders and provided a set of recommendations. Which were organized into seven key themes. An annotated outline was also prepared.

Mr. Meadows reported public engagement has always been a pivotal part of this process. Some of which included the Codify Clayton website, 10 stakeholder meetings: April, May 2022, and brochure for 2022 Harvest Festival to name a few.

Mr. Meadows presented to Council the Codify Clayton Project Goals:

1. Make the Code more user-friendly and predictable
2. Implement the 2045 Comprehensive Growth Plan
3. Raise the bar for development quality and design
4. Accommodate a wider range of housing options

5. Encourage employment-generating uses
6. Foster downtown development/redevelopment
7. Protect community character and property values

Mr. Meadows stated those have been their compass point as they have worked through this project.

The next topic Mr. Meadows addressed were the 5 key changes in the UDO. Those are five key changes between the current UDC and the draft UDO.

1. Useability
2. Flexibility
3. Precision
4. Comprehensiveness
5. Legal Sufficiency

Council Member Sims asked about the number of pages that were increased. Mr. Jacobs responded stating there isn't a good way to compare the current code versus the new code because the current code is written in a codified format like our code of ordinance, whereas the proposed is easier to read and has a lot more visuals and larger fonts. Mr. Jacobs concluded this isn't a good comparison. Council Member Sims asked about the illustrations. Mr. Jacobs responded there's 99% more illustrations in the proposed UDO versus the current.

Council Member Casey asked about the open space and set aside requirements for the large lot subdivisions. Mr. Casey asked if it was 10% or 30%. Mr. Jacobs stated the Town Clerk sent a correction to this document and the person, that if comment stated it was 30%. Mr. Jacobs responded, "the open space set aside requirement of 30% for residential subdivisions with lots over 20,000 square feet are too high and should be reduced since residents have large lots to meet their own recreational needs." Mr. Meadows responded that the change was made because the standard isn't 30%, it is 10%. Council Member acknowledged Mr. Meadows.

Mr. Meadows presented 5 topics to note to Council:

1. Planning Board Recommendations which were a unanimous approval on September 25, 2023
2. UDO is a Living Document
3. Delayed Effective Date; suggested date January 1, 2024
4. Potential Motion Language
5. Next Steps

Mr. Jacobs highlighted the new proposed ordinance consists of a few things and that it is about 3 pages long. Repeal and replace Chapters 151, 155, 156, 158 and reword 5103c. He reiterated what Mr. Meadows mentioned about the effective date currently proposed to be January 2, 2024, that would be the first workday that we would accept submittals in the New Year. Also, Mr. Jacobs clarified the typo of the recommended, the statement it should say 30%. Mr. Jacobs also stated in the ordinance the updated zoning district translation can be seen. All currently zoned properties would retain their zoning district except for a section in Riverwood which is proposed to be rezoned because it would be inconsistent with the market commercial area through the core of Riverwood, which will happen later. All those zoning districts would translate to the new zoning districts of the UDO's. There are six new zoning districts proposed, three

new overlay districts with two of the overlays being the groundwork for future documents. They aren't being applied to any property, but they are there to assist staff in the future with small area plans or if would determine there's a desire for a local historic district.

Mayor McLeod noted it as a public hearing and opened the public hearing to anyone that wished to speak. With no one wishing to speak, this was turned over to Council for deliberation.

Council Member Casey stated he was excited and thanked Mr. Meadows for what he had done. Mr. Casey stated this rewrite was something the Town needed and expressed appreciation to everyone's efforts. Mr. Casey stated that we are still getting feedback on the document that has been drafted. Mr. Casey requested that this be continued if the January 1, 2024, deadline won't be jeopardized.

Council Member Archer agreed with what Council Member Casey stated. Ms. Archer stated she feels as if this is a great code and she's especially pleased with the feedback received. Ms. Archer stated by continuing to receive feedback and information, she would be in favor of having this continued. Council Member Archer stated she was looking for additional time to read and understand some of the newer items of the errata document and to see how the parts of the code that specifically address downtown would correlate with the downtown master plan.

Mr. Jacobs stated to Council he wanted to ensure there would be ample time to work with Council at the staff level to make sure that any questions are addressed. Mr. Jacobs asked to please consider providing any feedback or questions to staff as soon as they come up.

Town Manager Rich Cappola stated if there were specific items that you would like to discuss to please give them to Mr. Jacobs by the end of the week. So that Mr. Jacobs and Mr. Meadows could compile information together in case space would need to be created November 9th at the retreat.

Adoption of Ordinance #2023-10-03 continued to November 20, 2023

RESULT:	CARRIED 5-0
MOVER:	Jason Thompson
SECONDER:	Avery Everett
YES:	Jason Thompson, Porter Casey, Avery Everett, Andria Archer, and Michael Sims
NO:	None

7. OLD BUSINESS

- a. Amendment to Lumen (Copper District) Elevated Storage Tank Option to Purchase (PUT) Agreement and Acceptance of American Rescue Plan (ARP) Funds
Presenter: Joshua Baird, PE, CFM - Engineering Director

Mr. Cappola reported the Town entered into a public agreement for the developer to construct a 1-million-gallon water tank on the property. The Town provided reimbursement funds for the Town's portion of the enlargement of that project. Since

then, the Town has requested \$4 million of ARPA Funds in session law 2021 with the plan to build a tank North of the Riverwood area. Since then, the counties have finished their project to combine our two water systems which then freed up that \$4 million to be applied to this water tank project.

The caveat to that is ARPA funds and we are the recipient of the \$4 million. The Town needs to be the deliverer of that project and the management of that project. Mr. Cappola stated the contract has been renegotiated with the developer to where we are now going to be in control of the project and manage it moving forward. Mr. Cappola reported we've got it to their proportional share of the original project with a fee in lieu of \$1.7 million would be provided to the Town. Then the Town would construct the project in its totality. Discussion continued to state one caveat to this, there is a lighting package that was originally agreed upon, the cost of that package would fully be borne by the developer on the back end of this project.

Approval of Agreement Pending Final Legal Review

RESULT:	CARRIED 5-0
MOVER:	Jason Thompson
SECONDER:	Avery Everett
YES:	Jason Thompson, Porter Casey, Avery Everett, Andria Archer, and Michael Sims
NO:	None

Adoption of Resolution #2023-77

RESULT:	CARRIED 5-0
MOVER:	Jason Thompson
SECONDER:	Avery Everett
YES:	Jason Thompson, Porter Casey, Avery Everett, Andria Archer, and Michael Sims
NO:	None

8. NEW BUSINESS

9. STAFF REPORTS

a. Town Manager

Town Manager thanked the staff that assisted with Chief Raney swearing in ceremony. He welcomed Chief Raney to the Clayton family.

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

10. OTHER BUSINESS

a. Informal Discussion & Public Comment

- Individuals have three (3) minutes to address the Town Council.
- Groups will designate a spokesperson. Spokesperson will have five (5)

minutes to address the Town Council.

b. Council Comments

Council Member Casey thanked the Public Arts Advisory Board for the yarn bombing that they did downtown. Mr. Casey stated it drew a lot of attention from both the community and Facebook. He encouraged others to walk around downtown, Horne Square and the library to look at this project.

Council Member Avery expressed gratitude to Staff, Council, and citizens. Mr. Avery stated this has been a great experience being on the Council.

Mayor Pro Tem Thompson stated that the two deputy town managers did a great job while Town Manager Cappola was on vacation. Mayor Pro Tem continued to express their hard work every day.

11. CLOSED SESSION

12. ADJOURNMENT

a. Adjourn

Motion To Adjourn

RESULT:	CARRIED 5-0
MOVER:	Porter Casey
SECONDER:	Avery Everett
YES:	Jason Thompson, Porter Casey, Avery Everett, Andria Archer, and Michael Sims
NO:	None

b.

With nothing further, the meeting was adjourned at 7:18 p.m.

Duly adopted by the Town Council this 6th day of November 2023 while in regular session.

Jody L. McLeod
Mayor

ATTEST:

Heidi L. Holland, CMC, NCCMC
Town Clerk

October 16, 2023
Minutes



ATTENTION:

The North Carolina Arts Council's grants contracting process has CHANGED. Please review your grantee instructions at ncarts.org/gov-applicants/open and follow these steps:

1

DOCUSIGN this contract for ALL your FY 2023-24 grant awards, detailed on next page

2

COMPLETE required grantee documentation from ncarts.org/grants-dashboard and **UPLOAD** completed documents in GO Smart at ncarts.gosmart.org

*If you have been awarded more than 1 grant, upload all req'd documents into your grant application with the largest award

Once you have completed these two steps the grants office will process your payment(s).

For electronic payment, **EMAIL** the electronic payment form located at ncarts.org/grants-dashboard to ncac.grantsoffice@dncr.nc.gov. If you've already filled out this form in a prior fiscal year, you will automatically receive electronic payment. If banking info has changed, email a new copy.

**NORTH CAROLINA ARTS COUNCIL
GRANT CONTRACT
FISCAL YEAR 2023-24**

This Contract is hereby entered into by and between the North Carolina Department of Natural and Cultural Resources, North Carolina Arts Council (Agency) and the following Grantee (referred to collectively as the 'Parties').

Organization Name:	Town of Clayton		
Address:	111 E 2nd St		
City, State, Zip:	Clayton	NC	27520-2459
Contact Name:	Martha Vandergriff		
Contact Email:	mvandergriff@townofclaytonnc.org		
Federal Tax ID:	56-6001203		
UEI Number:	ZFG6SS4UQWV6		
Fiscal Year End:	30-Jun		

This Contract pertains to the following grant award(s). A detailed summary of each grant award is on the next page(s).

	Grant number	Grant category	Grant Amount
1.	94037	OSG	\$7,500.00
2.	N/A		
3.	N/A		
4.	N/A		
5.	N/A		
6.	N/A		

This Contract consists of the following components:

1. This general terms and conditions document.
2. The corresponding grant application(s) submitted to the North Carolina Arts Council by the Grantee via GO Smart, which contain the scope of services and budget details.
3. The grantee requirements published on the North Carolina Arts Council website (ncarts.org/grants-resources/grants/grantee-requirements).
4. Additional required documents uploaded into GO Smart application as per grantee instructions: **NC substitute w9, current Conflict of Interest form on organization letterhead, No Overdue Tax Debt form (notarized), Accessibility Worksheet.** Required forms can be found at ncarts.org/grants-dashboard. **Revised budget (if required)** should be updated in GO Smart.

These components constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements. The awarding of this grant is subject to allocation and appropriation of funds to the Agency for the purposes set forth in the Contract and all its components.

GRANT AWARD(S) DETAILS

1. Grant number:	94037
Grant category:	OSG
Amount awarded:	\$7,500.00
Grant description (project title):	Arts programs and administrative support
Project period start date:	7/1/2023
Project period end date:	6/30/2024
Final report due date:	7/31/2024
Source of funds:	S
CFDA # / NEA grant #	/
Staff contact:	Jamie Katz Court
Revised budget required? (Y/N):	NO
Stipulations:	N/A

2. Grant number: N/A

Grant category: _____

Amount awarded: _____

Grant description (project title): _____

Project period start date: _____

Project period end date: _____

Final report due date: _____

Source of funds: _____

CFDA # / NEA grant # /

Staff contact: _____

Revised budget required? (Y/N): _____

Stipulations: _____

3. Grant number: N/A
Grant category: _____
Amount awarded: _____
Grant description (project title): _____

Project period start date: _____
Project period end date: _____
Final report due date: _____
Source of funds: _____
CFDA # / NEA grant # _____ / _____
Staff contact: _____
Revised budget required? (Y/N): _____
Stipulations: _____

4. Grant number: N/A
Grant category: _____
Amount awarded: _____
Grant description (project title): _____

Project period start date: _____
Project period end date: _____
Final report due date: _____
Source of funds: _____
CFDA # / NEA grant # _____ / _____
Staff contact: _____
Revised budget required? (Y/N): _____
Stipulations: _____

5. Grant number: N/A
Grant category: _____
Amount awarded: _____
Grant description (project title): _____

Project period start date: _____
Project period end date: _____
Final report due date: _____
Source of funds: _____
CFDA # / NEA grant # _____ / _____
Staff contact: _____
Revised budget required? (Y/N): _____
Stipulations: _____

6. Grant number: N/A
Grant category: _____
Amount awarded: _____
Grant description (project title): _____

Project period start date: _____
Project period end date: _____
Final report due date: _____
Source of funds: _____
CFDA # / NEA grant # _____ / _____
Staff contact: _____
Revised budget required? (Y/N): _____
Stipulations: _____

General Terms and Conditions

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein:

"Agency" means the North Carolina Arts Council.

"Audit" means an examination of records or financial accounts to verify their accuracy.

"Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.

"Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.

"Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and subgrantee.

"Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.

"Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.

"Fiscal Year" means the annual operating year of the non-State entity.

"Grant" means financial assistance provided by a State agency to an eligible grantee to carry out activities identified in the Contract agreement.

"Grantee" means an entity that receives State funds as a grant from a State agency.

"Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.

"Non-State Entity" has the meaning in G.S. 143-C-1-1(d)(18).

"Public Authority" has the meaning in G.S. 159-7(10).

"Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.

"Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.

"State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include Federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are subgranted to other organizations.

"Subgrantee" has the meaning in G.S. 143C-6-23(a)(3).

"Unit of Local Government has the meaning in G.S. 159-7(15).

TERMS AND CONDITIONS

1. **Choice of Law:** The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the Parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.
2. **Independent Contractor:** The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.
3. **Key Personnel:** The Grantee shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Agency's Contract Administrator. The individuals designated as key personnel for purposes of this Contract are those specified in the Grantee's proposal.
4. **Assignment:** No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:
 - (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
 - (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all contract obligations.
5. **Beneficiaries:** Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the Parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.
6. **Indemnification:** The Grantee shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation

furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Grantee in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Grantee provided that the Grantee is notified in writing within 30 days that the State has knowledge of such claims. The Grantee represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of Grantee goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.

7. **Termination by Mutual Consent:** The Parties may terminate this Contract by mutual consent with 60 days notice to the other Party, or as otherwise provided by law. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract shall, at the option of the Agency, become its property. If the Contract is terminated by the Agency as provided herein, the Grantee shall be paid for services satisfactorily completed, less payment or compensation previously made.
8. **Termination for Cause:** If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined.

In case of default by the Grantee, the State may procure the services from other sources and hold the Grantee responsible for any excess cost occasioned thereby. The State reserves the right to require a performance bond or other acceptable alternative performance guarantees from successful offeror without expense to the State.

In addition, in the event of default by the Grantee under this Contract, the State may immediately cease doing business with the Grantee, immediately terminate for cause all existing contracts the State has with the Grantee, and de-bar the Grantee from doing future business with the State.

Upon the Grantee filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Grantee, the State may immediately terminate, for cause, this Contract and all other existing contracts the Grantee has with the State, and de-bar the Grantee from doing future business.

9. **Waiver of Default:** Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the Contract.
10. **Availability of Funds:** The Parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.
11. **Force Majeure:** Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

12. **Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
13. **Copyrights, Ownership and Licensing of Deliverables:** All deliverable items produced pursuant to this Contract shall be the exclusive property of the Grantee, including all rights, title and interest in the deliverable items, whether they arise in intellectual property or otherwise.

Notwithstanding the foregoing, the Grantee agrees to grant to the Agency, at no charge to the Agency, a non-exclusive, royalty-free, non-transferable, non-assignable license to use, publish, distribute, reproduce, and make derivative works from all deliverable items produced pursuant to this Contract throughout the world, an unlimited number of times, and in any and all media or format, now known or hereafter invented, for any use the Agency deems appropriate and in keeping with the intention of the grant, including, but not limited to, advertising and promotion.

This license is not to be construed as a conveyance or surrender of copyright, trademark, or any other right or interest, based in intellectual property or otherwise, that is or may be vested in the Grantee's ownership of the deliverable items.

Furthermore, the Grantee warrants and represents that the Grantee is the sole owner of all rights, title and interest in all deliverable items produced pursuant to this Contract, including but not limited to, copyright, trademark and any other intellectual property rights, and that this Contract and the rights licensed herein do not violate any other party's rights or interests in intellectual property or otherwise.

In addition, the Grantee agrees not to use the deliverable items in any manner that could be perceived as inflammatory, discriminatory, or violently or sexually suggestive, or to suggest speech on the part of the Agency or the State of North Carolina which would be unlawful by a government agency.

14. **Compliance with Laws:** The Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority.
15. **Equal Employment Opportunity:** The Grantee shall comply with all federal and state laws relating to equal employment opportunity. The Grantee shall take affirmative action in complying with all federal and state requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability. By signing this Agreement, the Grantee certifies its compliance with Title VI Civil Rights laws, and that it will cooperate in demonstrating compliance as may be required by the US Treasury. Further information on North Carolina's duties may be found in Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406).
16. **Access to Persons and Records:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with N.C.G.S. 147-64.7. The Grantee shall retain all records for a period of five years following completion of the contract. Additionally, the Agency and the North Carolina Office of State Budget and Management shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

17. **Record Retention:** Records shall not be destroyed, purged or disposed of without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the Contract is subject to Federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.
18. **Amendment:** This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.
19. **Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.
20. **Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.
21. **Travel Expenses:** Travel expenses shall not be reimbursed in the performance of this Contract. If travel is necessary in the performance of this Contract, it shall be included in the approved project budget and narrative.
22. **Sales/Use Tax Refunds:** If eligible, the Grantee and all subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.
23. **Entire Agreement:** This Contract and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the offeror's proposal are incorporated herein by reference as though set forth verbatim. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
24. **By Executive Order 24**, issued by Governor Perdue, and N.C.G.S. §133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor) to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:
 - (1) have a contract with a government agency; or
 - (2) have performed under such a contract within the past year; or
 - (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

25. **Effective Period:** This Contract shall be effective upon signature by all Parties to this Contract and shall terminate upon final expenditure of all funds and submission of all reports as required by law.
26. **Grantee's Duties:** The Grantee shall complete and return any applicable revised budget page(s) and this Contract.

The Grantee shall carry out the grant project as described in its North Carolina Arts Council grant application containing the scope of project, budget, and project narrative with any applicable stipulation(s); any applicable revised budget page(s). The Grantee shall carry out the grant project in compliance with all parts of this Contract including the attachments for the grant awards and in accordance with applicable State and Federal laws and any local requirements. In addition, the Grantee shall maintain all grant records for a period of five years or until all audit exceptions have been resolved, whichever is longer.

The Grantee shall provide services resulting from the grant to all members of the community served, in compliance with all State and Federal statutes relating to non-discrimination on the basis of race, color, national origin, sex, handicap, or age, which are contained in the Grantee Requirements at ncarts.org/grants-resources/grants/grantee-requirements

The Grantee shall keep Agency staff informed about project activities. For the purposes of on-site monitoring and evaluation by the Agency, tickets and admissions may be made available for attendance at funded performances, exhibitions, and other ticketed events during the grant year.

27. **Agency Duties:** The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract documents under the Payment Provisions section. Contracts shall be paid at the direction of the State Budget Officer. Federally funded grants will be paid one month in advance or on a reimbursement basis. The Agency shall assist the Grantee as appropriate and necessary with the implementation of this project. The Agency shall provide monitoring and oversight through a combination of periodic e-mails, calls, visits, attendance at events, and review of reports.
28. **Matching Requirements of the Grantee:** The Grantee shall match this grant according to the project budget shown in its application or any subsequent revision of that budget approved in writing by the Agency.
29. **Reversion of Unexpended Funds:** Any unexpended grant funds shall revert to the Agency immediately upon determination and no later than May 31 of the project year.
30. **Reporting Requirements:** The Agency has determined that this Contract is subject to the reporting requirements described in the Grantee Requirements.

The Grantee must ensure that when grant funds are audited that they are audited in compliance with State and Federal audit requirements for local governments and public authorities, institutions of higher education, and nonprofit organizations, and, as applicable, according to the standards of the Federal Single Audit Act Amendments of 1996 and Circular A-133 "Audits of States, Local Governments, and Nonprofit Organizations" as supplied by the Executive Office of the President, Office of Management and Budget, Washington, DC.

31. **Payment Provisions:** The Agency will pay organizations with grants at the direction of the State Budget Officer. Current Grantees will not be paid until the Agency has received and approved their final reports for all previous grants. If a prior year report was late, the current fiscal year grant(s) will be paid on a reimbursement basis. All payments are contingent upon fund availability.
32. **Disbursements:** As a condition of this Contract, Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:
- a) Implement adequate internal controls over disbursements;
 - b) Ensure sufficient account coding information to provide for tracking of grant funds through the Grantee's accounting system.
 - c) Assure adequate control of signature stamps/plates;
 - d) Assure adequate control of negotiable instruments; and
 - e) Implement procedures to ensure that account balance is solvent and reconcile the account monthly.
33. **Outsourcing/Assignability/Subcontracting:** The Grantee shall not subcontract any of the work contemplated under this contract without prior written approval from the Agency. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or Subgrantee. The Grantee or Subgrantee is not relieved of any of the duties and responsibilities of this Contract. Furthermore, any Subgrantee must agree to abide by the standards contained in this Contract and to provide all information to allow the Grantee to comply with these standards.

[THIS SPACE INTENTIONALLY LEFT BLANK]

34. **Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

In Witness whereof, the Grantee and the Agency have executed this Contract in duplicate originals, with one original being retained by each party.

Town of Clayton

Name of Organization

Signature of Authorizing Official

Date

Rich Capola

Town Manager

Printed Name

Title

North Carolina Arts Council

Victoria Vitiello, Director of Operations

Date

Grants Office approval_____



North
Carolina
Arts
Council
*Fifty years
of leadership*

North Carolina Arts Council - Organization Support Grant 2023-24

Town of Clayton

Application #OS240151

Primary Contact:

Phone:

Email:

Mrs. Martha R Vandergriff

(919) 553-3152

mvandergriff@townofclaytonnc.org

Applicant Profile

Applicant Type

Organization

Legal Name

Town of Clayton

Address

111 E 2nd St

Clayton, North Carolina 27520-2459

UNITED STATES

Telephone

(919) 553-3152

Fax

(919) 553-8919

Primary Contact

Mrs. Martha R Vandergriff

Family and Educational Programming Coordinator

Phone: (919) 553-3152

Email: mvandergriff@townofclaytonnc.org

Applicant Status

Government - Municipal

Applicant Institution

Performance Facility

Applicant Discipline

Multidisciplinary

FEIN / TAX ID

56-6001203

Date Organization Formed

04/12/1869

Fiscal Year Ends Date

06/30

UEI

ZFG6SS4UQWV6

Web Address

theclaytoncenter.com

Mission Statement

The Clayton Center's mission is to enhance the quality of life in Clayton by providing state-of-the-art meeting and entertainment facilities; and to support and promote the arts in our community and surrounding regions. It is our goal to engage, enrich, and educate individuals by presenting a diverse array of high-quality artists.

Organization History

The Clayton Center Auditorium and Conference Center, located in the heart of historic downtown Clayton, NC, is a wonderful example of how a group of private individuals can work with local government to preserve a piece of the past without sacrificing service to the community. The property and the buildings that comprise The Clayton Center have been the cornerstone of community life in Clayton since 1915. The Center has its roots in the former Clayton School, which was full of life and activity for nearly 75 years before the Johnston County Board of Education closed the facility in 1997. The site sat neglected for several years until a group of citizens came together as the Clayton Cultural Arts Foundation and worked to save the old school buildings from demolition. Between 1999 and 2002, the foundation raised \$2.1 million to restore the school auditorium (circa 1926), while the town government spent an additional \$6 million to renovate the classroom building. After several years of hard work and dedication to the project, the Town opened the doors to The Clayton Center – a



North
Carolina
Arts
Council
*Fifty years
of leadership*

North Carolina Arts Council - Organization Support Grant 2023-24

Town of Clayton

Application #OS240151

Primary Contact:

Phone:

Email:

Mrs. Martha R Vandergriff

(919) 553-3152

mvandergriff@townofclaytonnc.org

unique, multipurpose space that is home to a 600-seat performing arts auditorium, a comfortable conference center for public and private events, and office space for town government operations. Opening night was New Year's Eve 2002. Today The Clayton Center, which serves patrons in Johnston County and the greater Triangle area, is the result of a successful public-private partnership between individuals committed to preserving the past, honoring the present, and looking toward the future.



North
Carolina
Arts
Council
*Fifty years
of leadership*

North Carolina Arts Council - Organization Support Grant 2023-24

Town of Clayton

Application #OS240151

Primary Contact:

Phone:

Email:

Mrs. Martha R Vandergriff

(919) 553-3152

mvandergriff@townofclaytonnc.org

Before you begin

Before beginning the application, please thoroughly review the Organization Support Grant guidelines and all relevant policies and eligibility criteria to make sure you are eligible to apply.

The staff of the North Carolina Arts Council are available to answer questions and provide assistance as you prepare your grant application. We encourage you to email us before you submit the application.

If your work aligns with a specific art discipline, contact the program director that serves that art form.

- Dara Silver – Visual Arts, Craft, Film, Theater, Literature
- Kathleen Collier – Arts in Education, Arts Accessibility, Arts in Healthcare
- Jamie Katz Court - Music, Dance
- Zoe van Buren – Folk and Traditional Arts, Community Arts

Unsure who to contact? Karen Tarkulich, Program Administrator, will assist.

If you need accessibility assistance or accommodation in order to apply for our grants, please contact Kathleen Collier at kathleen.collier@ncdcr.gov or 919-814-6515.

I have reviewed the guidelines for the Organization Support Grant.

I have reviewed the General Grant Policies and Eligibility Criteria for all North Carolina Arts Council grants.

I have contacted the appropriate staff person at the North Carolina Arts Council to discuss my application.



North
Carolina
Arts
Council
*Fifty years
of leadership*

North Carolina Arts Council - Organization Support Grant 2023-24

Town of Clayton

Application #OS240151

Primary Contact:

Phone:

Email:

Mrs. Martha R Vandergriff

(919) 553-3152

mvandergriff@townofclaytonnc.org

Project contacts

The primary project contact is the person in charge of this project and the person who will serve as the main point of contact to the North Carolina Arts Council.

The authorized signator is the person authorized to sign grant contracts and documentation on behalf of your organization/project. If your application is funded, the authorized signator will receive contract materials at the email provided.

Project contact name

Martha Vandergriff

Project contact title

Family & Educational Programming Coordinator

Address

111 E Second Street

Address (line 2)

City

Clayton

State

NC

Zip code

27520

Phone number

919-553-3152, ext. 4

Email address

mvandergriff@townofclaytonnc.org

Unique Entity Identifier (UEI) number

ZFG6SS4UQWV6

#OS240151

Page 4 of 13



North
Carolina
Arts
Council
*Fifty years
of leadership*

North Carolina Arts Council - Organization Support
Grant 2023-24

Town of Clayton

Application #OS240151

Primary Contact:

Phone:

Email:

Mrs. Martha R Vandergriff

(919) 553-3152

mvandergriff@townofclaytonnc.org

Authorized signator

Authorized signator name

Rich Cappola

Authorized signator title

Town Manager

Phone number

919-553-5002

Email address

mvandergriff@townofclaytonnc.org



North
Carolina
Arts
Council
*Fifty years
of leadership*

North Carolina Arts Council - Organization Support Grant 2023-24

Town of Clayton

Application #OS240151

Primary Contact:

Phone:

Email:

Mrs. Martha R Vandergriff

(919) 553-3152

mvandergriff@townofclaytonnc.org

Organizational info

College and university-based arts organizations/programs [i.e. theaters, museums, galleries, writers series] should provide their organizational or program budget figures.

PDF files are preferred. For help saving Word and Excel documents as PDFs, [click here](#).

2021-22 (2022) actual FY income:

\$83,524.00 - Ticket Sales (Remaining amount covered by taxes to Town.)

2021-22 (2022) actual FY expenses:

\$522,891.90

2022-23 (2023) projected FY income:

\$130,000.00 - Ticket sales and grant money (Remaining amount covered by taxes to Town.)

2022-23 (2023) projected FY expenses:

\$475,000.00

2023-24 (2024) projected FY income:

\$130,777.00 - Ticket Sales and grant money (Remaining amount covered by taxes to Town.)

2023-24 (2024) projected FY expenses:

\$287,945.00

Does your organization have an accumulated deficit totaling 5% or more of your last year's operating budget or are you showing a shortfall for the last, current, or upcoming year?

No

What is the amount of the accumulated deficit?

N/A

Briefly describe how the organization is addressing the accumulated deficit or current or projected shortfalls.

N/A



North
Carolina
Arts
Council
*Fifty years
of leadership*

North Carolina Arts Council - Organization Support Grant 2023-24

Town of Clayton

Application #OS240151

Primary Contact:

Phone:

Email:

Mrs. Martha R Vandergriff

(919) 553-3152

mvandergriff@townofclaytonnc.org

Project information and narrative

Refer to the guidelines while preparing your narrative. It is advisable that you craft your narrative text responses for grant application questions in a text editing program such as Microsoft Word or Google Docs before entering the information into the online system. If you choose to work directly in the application, please remember to click the SAVE button regularly to avoid losing your data.

1. Please select the Project Title provided.

Arts programs and administrative support

2. What category best describes your organization?

Multi-Disciplinary

3. Describe your artistic programs and activities for the proposed grant period. Include details about the artists who will conduct programs and the anticipated dates and locations where the program(s) will take place.

All performances/programs will take place at The Clayton Center at 111 E Second Street in Clayton, NC.

In 2023-2024, we will present two shows in our Student Series.

- Buckets N Boards: Comedy Percussion Show is a hilarious, high-energy and interactive show that has captivated audiences of all ages worldwide! Gareth Sever and Matt Levingston bring a joyous charm and lightning quick wit to this full stage production. Buckets N Boards will be presented on November 15, 2023 to over 1000 elementary school students.

- We will present Donna Washington in the Spring of 2024, potentially reaching over 2,000 students in elementary and middle school. Donna Washington is an internationally known, multiple award winning storyteller, spoken word recording artist, and author.

Our Family Series for 2023-2024 consists so far of Animaniacs In Concert, starring the show's original Emmy-Winning composer, Randy Rogel and voice talents of Emmy winner Rob Paulsen (Yakko & Pinky on Animaniacs; Raphael & Donatello on Teenage Mutant Ninja Turtles). Randy and Rob are joined by Emmy winner Maurice LaMarche (Brain on Pinky & the Brain/Animaniacs, Kiff & Calculon on Futurama, & Big-Bob on Hey Arnold). Animaniacs In Concert is scheduled for February 9, 2024.

As part of its "See It Live" Series, The Clayton Center will present the following professional shows in 2023-2024:

- Hyprov: Improv Under Hypnosis on 9/7/23. Created by improv and comedy legend Colin Mochrie ("Whose Line Is It Anyway?"), and co-star World Renowned Hypnotist Asad Mecci, HYPROV has been called "hilarious and fascinating" by Time Out New York and "catnip for those who relish spontaneity and informality" by The



North
Carolina
Arts
Council
*Fifty years
of leadership*

North Carolina Arts Council - Organization Support Grant 2023-24

Town of Clayton

Application #OS240151

Primary Contact:

Phone:

Email:

Mrs. Martha R Vandergriff

(919) 553-3152

mvandergriff@townofclaytonnc.org

Wall Street Journal.

- The Collingsworth Family on 9/22/23. Since their first engagement together as musicians for a church camp in Petersburg, Michigan in August, 1986 until now, the ministry God has given Phil & Kim has expanded and flourished until it is a full-time livelihood that involves their entire family.
- A Tribute to Twitty & Lynn on 9/30/22. Tayla Lynn and Tre Twitty have country music in their blood. The grandchildren of famed duo Loretta Lynn and Conway Twitty, the two have taken to the road to honor their grandparents in an intimate evening of music and storytelling as only they can tell.
- Lonestar on 10/19/23. Dean Sams (keyboards, acoustic guitar, background vocals), Michael Britt (lead guitarist, background vocals), Keech Rainwater (drums) and Drew Womack (lead vocals, guitar) make up the band that is celebrating over 30 years of country music.
- The Second City on 12/2/23. Make merry at The Second City with this original sketch, variety, and improv celebration of the season.
- Stand Up Comedy with Cathy Ladman on 3/15/23. Ladman's show is a self-probing, anxiety-venting vehicle, which draws laughter from exposing personal neurosis. She has not only appeared on "The Tonight Show" nine times, but was also the only female comic to appear on the last two Johnny Carson "Tonight Show Anniversary" shows.
- The Drifters on 4/14/23. Up on the Roof. Under the Boardwalk. This Magic Moment. There Goes My Baby. Dance with Me. Spanish Harlem. Stand by Me. The list of hits goes on and on. THE DRIFTERS...one of Rock & Roll's founding vocal groups is once again touring the U.S.

4. Upload a tentative schedule of events for the upcoming season or year of programming.

2023 NC Arts Org Support Grant Schedule of events.pdf

5. Describe your educational programs for adults and schoolchildren, such as in-school performances, field trips, lecture series, post-performance discussions, publications, and other ways you interpret the artistic content you present and engage the audiences you serve. Explain how you integrate education into your overall programming approach.

Our Student Series for 2023-2024 is the focal point of this grant application; it is this programming that we hope to support with this funding.

In addition to the Professional "See It Live" Series and the Family Series the Town of Clayton produces through its Cultural Arts Department, we also began a Student Series in 2022-2023, wherein we provided opportunities for local students to attend a professional show in the Auditorium during school hours. In 2022-2023, we presented Cuentos: Tales From the Latino World by David Gonzalez to 3rd-5th graders, and The Ugly Duckling by tutti frutti Productions to Kindergarten-2nd graders. Both shows were a huge success, receiving accolades from students, teachers, and school administrators. Funding for these programs was provided by the Town of Clayton and grants from the Johnston County Arts Council.



North
Carolina
Arts
Council
*Fifty years
of leadership*

North Carolina Arts Council - Organization Support Grant 2023-24

Town of Clayton

Application #OS240151

Primary Contact:

Phone:

Email:

Mrs. Martha R Vandergriff

(919) 553-3152

mvandergriff@townofclaytonnc.org

In 2023-2024, The Clayton Center plans to present two shows in its Student Series. Local schools will be invited to participate in these programs. Study/curriculum guides will be provided to teachers and administrators as they plan their experience. The Johnston County Fine Arts Coordinator, Sarah McLamb, will provide communication support and guidance in implementing the programming and executing the logistics of transporting students to our venue.

1. Buckets N Boards - <https://www.harmonyartists.com/artist/buckets-n-boards-2#>

Buckets N Boards: Comedy Percussion Show is a hilarious, high-energy and interactive show that has captivated audiences of all ages worldwide! Gareth Sever and Matt Levingston bring a joyous charm and lightning quick wit to this full stage production.

Their Arts in Ed programs teach the concepts of tap dance, body percussion, beatbox and drumming. The sessions focus on helping the audience to learn basic skills in each discipline and encouraging them to explore and create on their own, ultimately being able to perform on stage as part of the program.

Buckets N Boards was born from Matt and Gareth's shared passion for comedy, music and rhythm. Both are college graduates with degrees in theatre comedy and Gareth has been teaching tap and instruments for 20 years as well as being a vocal coach.

With 13 critically acclaimed summer seasons (so far) in Branson, MO, touring Performing Arts Centers nationwide, having headlined with the Kansas City Symphony and currently one of the top requested featured acts on Disney Cruise Lines, Buckets N Boards have firmly established themselves in the live performance world.

2. Donna Washington - <https://dlwstoryteller.com/>

We will present Donna Washington in the Spring of 2024. The plan is to have her here for two days, with two shows each day, potentially reaching over 2,000 students in elementary and middle school.

Donna Washington is an internationally known, multiple award winning storyteller, spoken word recording artist, and author.

A highly animated performer, she has been entertaining, educating, and inspiring audiences with her vocal pyrotechnics, elastic face, and deep characterizations that bring folklore, literary tales, and personal narratives to life for over thirty years.

Donna has been called a "Walking Disney Movie", and told she was "better than television".

6. Describe the audiences that you reach with your current programs and new audiences you plan to



North
Carolina
Arts
Council
*Fifty years
of leadership*

North Carolina Arts Council - Organization Support Grant 2023-24

Town of Clayton

Application #OS240151

Primary Contact:

Phone:

Email:

Mrs. Martha R Vandergriff

(919) 553-3152

mvandergriff@townofclaytonnc.org

engage in the upcoming year, especially those with limited opportunities to experience your programs due to factors such as educational background, geography, ethnic or cultural diversity, or economic constraints. Include participation statistics and demographic profiles for your audiences.

The Town of Clayton and its ETJ has grown to more than 28,000 people. However, The Clayton Center programming reach extends much further, drawing audiences and clientele both from the greater Johnston County and Research Triangle area. The Clayton Center serves diverse populations and works to offer programming for patrons of all ages and ethnicity. In 2022 The Clayton Center Auditorium was the hosting site to over 30 events, serving more than 8,000 patrons through its programs and performing arts rentals. Those numbers are expected to grow significantly in 2023.

With our Student Series, we will target elementary and middle school students in the Johnston County Public School System. We plan to bring in two groups of up to 600 students, teachers, and chaperones (1,200 total) for the Buckets N Boards show on Wednesday, November 15, 2023. In the spring of 2024, we will bring in four groups of up to 600 students, teachers, and chaperones (2,400 total) over the course of two days to experience Donna Washington's storytelling show.

The following chart from Johnston County Public Schools' website details the racial composition of students in the county.

Student Profile

White - 48.13%

Hispanic - 28.38%

African American - 17.09%

Multi - 5.22%

Asian - 0.85%

American Indian - 0.28%

Pacific Islander - 0.95%

"Our district has students from 69 different countries. More than 65 different native languages are spoken by students in JCPS. In addition to English, the top five languages spoken are: Spanish, Arabic, Chinese, Vietnamese, and Russian."

7. Describe the qualifications of your board and/or staff who serve in leadership roles. Give recent examples of how your board actively promotes, participates in, and provides resources for the organization.

As a municipal venue, The Clayton Center is led by the Town of Clayton's elected Town Council and Town of Clayton administrators. Foremost, the Council and Town administration supports The Clayton Center by providing operating funds for arts programming.



North
Carolina
Arts
Council
*Fifty years
of leadership*

North Carolina Arts Council - Organization Support Grant 2023-24

Town of Clayton

Application #OS240151

Primary Contact:

Phone:

Email:

Mrs. Martha R Vandergriff

(919) 553-3152

mvandergriff@townofclaytonnc.org

However, Council is comprised of community members with varied backgrounds, all working to provide the best possible quality of life for Clayton residents as well as those in Clayton's ETJ and surrounding Johnston County communities. The current Council has been particularly supportive of the Center's efforts to present educational programming for students in local schools. Council members advocated on behalf of The Clayton Center for FY 2023 support from Johnston County Public Schools and continue to provide financial, capital and staffing resources to ensure the success of the programs.

Although not a board member or staff member, The Clayton Center also partners with the Fine Arts Teaching & Learning Specialist for the Johnston County Public Schools District. Ms. Sarah Fawn McLamb currently holds this position and is a valuable resource for The Clayton Center, who manages all of the logistics of school selection and transportation of students to the Center.

8. Upload a list of current staff and board members and identify with titles or professional expertise.

Current Staff and Board Members - 2023 Org Support Grant.pdf

9. Describe your organization's planning process and summarize the key goals and objectives of your current long-range plan.

The Cultural Arts Department full time staff meets weekly to discuss programming ideas, plans, and progress. A team approach is employed to research, book, market, advance, and execute programming for the See It Live Series, the Family Series, and the Student Series. We have cultivated relationships with other presenters, agents, and artists that we can network with to find shows we want to present. We attend meetings and conferences related to the performing arts to learn more about artists available for booking. Regular check-ins with administration and Council take place to evaluate programming successes and areas for improvement. Community stakeholders and patrons are solicited via surveys and informal conversations to gather ideas and get feedback on shows we present. Ticket sales and marketing methods are reviewed and evaluated to look for areas where we can improve or for methods that prove to be worth repeating.

Our priority at The Clayton Center is to attract audiences by presenting quality performances in our Auditorium at affordable prices for Clayton and its surrounding communities. In order to keep doing that and to stay relevant, we know that we need to continue to grow our patron base with entertainment that appeals to a variety of ages, races, and perspectives. The performing arts are a wonderful way to introduce new ideas and perspectives to audiences, which can in turn make us more empathetic toward one another. In short, the arts can make us kinder, better people! What better place to start with those lessons than with our youngest audiences?

The Student Series has proven to be a very effective way to fill the seats with eager minds. With this grant, we will be sure to fund the Student Series programming we have planned for 2023-2024, and continue to grow this programming for the future. Performances for the Student Series will always focus on themes and lessons that



North
Carolina
Arts
Council
*Fifty years
of leadership*

North Carolina Arts Council - Organization Support
Grant 2023-24

Town of Clayton

Application #OS240151

Primary Contact:

Phone:

Email:

Mrs. Martha R Vandergriff

(919) 553-3152

mvandergriff@townofclaytonnc.org

are valuable to every student in the room, whether it be a fun-filled Buckets N Boards show reinforcing the skills of rhythm and dance or a theatrical performance like The Ugly Duckling with themes of acceptance and unconditional love. With that effort, we not only cultivate a future patron base for the performing arts while they are children, we introduce them to important life lessons and the possibility of their own participation in the arts.

10. Upload your most recent audit or a 990 or financial statement for the period.

FY22 TOC CA Programming Budget Performance Report.pdf

(Optional) Please upload any additional information that will help us to know your organization better such as marketing materials, a strategic plan, press coverage, etc.

TCCSchoolPrograms2-sidedhandout.pdf



North
Carolina
Arts
Council
*Fifty years
of leadership*

North Carolina Arts Council - Organization Support
Grant 2023-24

Town of Clayton

Application #OS240151

Primary Contact:

Phone:

Email:

Mrs. Martha R Vandergriff

(919) 553-3152

mvandergriff@townofclaytonnc.org

Certification page

By checking off the radio button next to the statement, you are certifying the following:

- All information contained in this application is true and accurate.

We certify that the application has been reviewed for accuracy, and the information contained in this application, including attachments and supporting material, is true and accurate to the best of our knowledge.

2023-2024 Programming at The Clayton Center

The Student Series for 2023-2024 will include:

- | | |
|-------------------|------------------|
| November 15, 2023 | Buckets N Boards |
| Spring 2024 | Donna Washington |

In addition to the Student Series, The Clayton Center has also scheduled the following in its professional "See It Live" Series:

- | | |
|--------------------|--|
| September 7, 2023 | Hyprov: Improv Under Hypnosis |
| September 22, 2023 | The Collingsworth Family |
| September 30, 2023 | A Tribute to Twitty & Lynn |
| October 19, 2023 | Lonestar |
| December 2, 2023 | The Second City presents "What The Elf?" |
| March 15, 2023 | Stand Up Comedy: Cathy Ladman |
| April 14, 2023 | The Drifters |

As part of its Family Series, The Clayton Center has confirmed the following:

- | | |
|------------------|-----------------------|
| February 9, 2024 | Animaniacs In Concert |
|------------------|-----------------------|

*More shows will be added as opportunities arise.

Town of Clayton: Cultural Arts Staff and Town Board Members

Cultural Arts/The Clayton Center Staff – Performing Arts Presenters

Steven Langston, Interim Executive Director

Martha Vandergriff, Family and Educational Programming Coordinator

Cathy Marraccini, Marketing & Administrative Coordinator

Justin Doan, Event Manager

Town of Clayton Administration

Rich Cappola, Town Manager

Dolores Gill, Deputy Town Manager and former public school educator/administrator

Clayton Town Council

Jody McLeod, Mayor

Jason Thompson, Mayor Pro Tem

Avery Everett, Councilmember

Porter Casey, Councilmember

Andria Archer, Councilmember

Michael Sims, Councilmember



Budget Performance Report

Date Range 07/01/21 - 06/30/22

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd
Fund 100 - GF									
REVENUE									
Department 65 - Cultural and Performing Arts									
Division 02 - Administration									
44	Sales & Serv								
44 52	Sales & Serv Cultural Arts	80,808.00	.00	80,808.00	(1,819.78)	.00	83,524.29	(2,716.29)	103
44 - Sales & Serv Totals		\$80,808.00	\$0.00	\$80,808.00	(\$1,819.78)	\$0.00	\$83,524.29	(\$2,716.29)	103%
Division 02 - Administration Totals		\$80,808.00	\$0.00	\$80,808.00	(\$1,819.78)	\$0.00	\$83,524.29	(\$2,716.29)	103%
Department 65 - Cultural and Performing Arts Totals		\$80,808.00	\$0.00	\$80,808.00	(\$1,819.78)	\$0.00	\$83,524.29	(\$2,716.29)	103%
REVENUE TOTALS		\$80,808.00	\$0.00	\$80,808.00	(\$1,819.78)	\$0.00	\$83,524.29	(\$2,716.29)	103%
EXPENSE									
Department 65 - Cultural and Performing Arts									
Division 02 - Administration									
50	Salaries								
50 00	Salaries Full-time	203,556.00	.00	203,556.00	15,039.71	.00	212,920.76	(9,364.76)	105
50 02	Salaries Part-time	16,774.00	.00	16,774.00	1,778.55	.00	12,291.66	4,482.34	73
50 50	Salaries Cashout	4,188.00	.00	4,188.00	523.50	.00	4,188.00	.00	100
50 - Salaries Totals		\$224,518.00	\$0.00	\$224,518.00	\$17,341.76	\$0.00	\$229,400.42	(\$4,882.42)	102%
51	Benefits								
51 00	Benefits Longevity	3,900.00	.00	3,900.00	.00	.00	3,900.00	.00	100
51 10	Benefits FICA	17,473.00	.00	17,473.00	1,319.11	.00	17,652.60	(179.60)	101
51 11	Benefits Group Insurance - Health	22,012.00	.00	22,012.00	1,059.54	.00	15,422.24	6,589.76	70
51 15	Benefits Life Insurance	734.00	.00	734.00	34.68	.00	453.40	280.60	62
51 20	Benefits Retirement - General Employees	23,842.00	.00	23,842.00	1,813.00	.00	24,331.61	(489.61)	102
51 30	Benefits 401K - General Employees	8,465.00	.00	8,465.00	622.54	.00	8,821.53	(356.53)	104
51 - Benefits Totals		\$76,426.00	\$0.00	\$76,426.00	\$4,848.87	\$0.00	\$70,581.38	\$5,844.62	92%
52	Op Exp								
52 01	Op Exp Postage and Shipping Expense	1,075.00	.00	1,075.00	59.77	.00	117.77	957.23	11
52 16	Op Exp Telephone Exp - Mobile	2,700.00	.00	2,700.00	534.65	.00	2,023.44	676.56	75
52 25	Op Exp Advertising Expense	75,050.00	.00	75,050.00	15,974.57	.00	76,389.57	(1,339.57)	102
52 26	Op Exp Professional Development	1,934.00	.00	1,934.00	.00	.00	2,007.13	(73.13)	104
52 27	Op Exp Local Mileage	75.00	.00	75.00	.00	.00	88.63	(13.63)	118
52 35	Op Exp Maint and Repair - Equipment	2,920.00	.00	2,920.00	.00	.00	796.94	2,123.06	27
52 60	Op Exp Equipment Purchase	1,950.00	.00	1,950.00	.00	.00	1,884.89	65.11	97
52 62	Op Exp Dues and Subscriptions	10,390.00	.00	10,390.00	97.99	.00	12,018.95	(1,628.95)	116
52 85	Op Exp Departmental Supplies	4,800.00	.00	4,800.00	618.51	.00	5,271.44	(471.44)	110
52 - Op Exp Totals		\$100,894.00	\$0.00	\$100,894.00	\$17,285.49	\$0.00	\$100,598.76	\$295.24	100%
53	Op Exp								
53 03	Op Exp Worker's Compensation Insurance	4,544.00	.00	4,544.00	.00	.00	627.57	3,916.43	14
53 - Op Exp Totals		\$4,544.00	\$0.00	\$4,544.00	\$0.00	\$0.00	\$627.57	\$3,916.43	14%



Budget Performance Report

Date Range 07/01/21 - 06/30/22

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd
Fund 100 - GF									
EXPENSE									
Department 65 - Cultural and Performing Arts									
Division 02 - Administration									
54	Programs								
54 30	Programs Community Based Production	15,600.00	.00	15,600.00	.00	.00	3,500.00	12,100.00	22
54 31	Programs Professional Season	95,000.00	.00	95,000.00	519.35	.00	102,669.35	(7,669.35)	108
54 37	Programs Hospitality	7,700.00	.00	7,700.00	.00	.00	9,462.17	(1,762.17)	123
54 - Programs Totals		\$118,300.00	\$0.00	\$118,300.00	\$519.35	\$0.00	\$115,631.52	\$2,668.48	98%
56	Cont Serv								
56 11	Cont Serv Contract Services	3,250.00	.00	3,250.00	391.01	.00	3,327.25	(77.25)	102
56 50	Cont Serv Equipment Rental	3,700.00	.00	3,700.00	.00	.00	2,725.00	975.00	74
56 - Cont Serv Totals		\$6,950.00	\$0.00	\$6,950.00	\$391.01	\$0.00	\$6,052.25	\$897.75	87%
Division 02 - Administration Totals		\$531,632.00	\$0.00	\$531,632.00	\$40,386.48	\$0.00	\$522,891.90	\$8,740.10	98%
Department 65 - Cultural and Performing Arts Totals		\$531,632.00	\$0.00	\$531,632.00	\$40,386.48	\$0.00	\$522,891.90	\$8,740.10	98%
EXPENSE TOTALS		\$531,632.00	\$0.00	\$531,632.00	\$40,386.48	\$0.00	\$522,891.90	\$8,740.10	98%
Fund 100 - GF Totals									
REVENUE TOTALS		80,808.00	.00	80,808.00	(1,819.78)	.00	83,524.29	(2,716.29)	103%
EXPENSE TOTALS		531,632.00	.00	531,632.00	40,386.48	.00	522,891.90	8,740.10	98%
Fund 100 - GF Totals		(\$450,824.00)	\$0.00	(\$450,824.00)	(\$42,206.26)	\$0.00	(\$439,367.61)	(\$11,456.39)	
Grand Totals									
REVENUE TOTALS		80,808.00	.00	80,808.00	(1,819.78)	.00	83,524.29	(2,716.29)	103%
EXPENSE TOTALS		531,632.00	.00	531,632.00	40,386.48	.00	522,891.90	8,740.10	98%
Grand Totals		(\$450,824.00)	\$0.00	(\$450,824.00)	(\$42,206.26)	\$0.00	(\$439,367.61)	(\$11,456.39)	



STUDENT ENGAGEMENT

2022-2023

School Stage Series

@theclaytoncenter

CUENTOS: TALES FROM THE LATINO WORLD

October 18 and 19, 2022



Cuentos, performed by musician and storyteller David Gonzalez, paints a vivid picture of the people and rich cultures of the Spanish-speaking world with colorful tales from the Caribbean, South America, and the Bronx. These tales are filled with memorable characters, fantastic plots and positive messages for children. Spanish language words are sprinkled throughout the stories and songs of *Cuentos: Tales from the Latino World* in such a way that young audiences can repeat and retain their sound and meaning. Solid entertainment and a great introduction to the marvelous world of Latino literature and culture. Grades 3-5.

Meet the most unusual duckling the pond has ever seen! In their nest at the edge of a pond, the baby ducklings wait impatiently for Mummy's enormous egg to hatch. But their new brother doesn't look like everyone else. He doesn't even quack like a proper duckling! Teased and called Ugly by his siblings, our hero goes on an adventure in search of a place to fit in. This show brings to life Hans Christian Andersen's well known tale with a menagerie of mischievous animals, inventive physicality, and live music and songs that quack and trill. This charming production, presented by tutti frutti and Holden & Arts Associates, plays with the importance of identity, self-worth and takes us on a journey to discover inner beauty. Grades K-2.

THE UGLY DUCKLING

February 17, 2023



Sponsored by The Clayton Center

✉ mvandergriff@townofclaytonnc.org

📍 111 E. Second Street

🌐 theclaytoncenter.com

☎ 919-553-3152



STUDENT ENGAGEMENT

2022-2023

School Stage Series

@theclaytoncenter

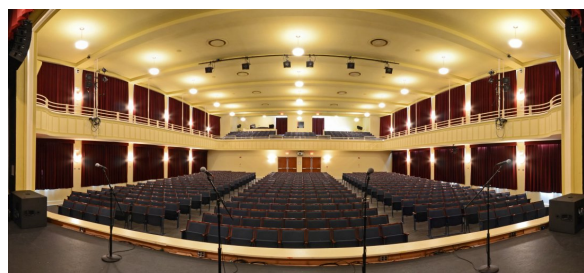
ABOUT THE PROGRAM

Johnston County students in grades K-2 and grades 3-5 can discover the magic of live theatre this school year with two grade-level productions presented by The Clayton Center. Arts education is important at all grade levels — live performances inspire students to view their world more creatively and to connect with literature and other areas of study more deeply. The performances offered by The Clayton Center are FREE to schools and are designed to engage students as they discover the excitement of the performing arts while learning valuable lessons that can then be applied to their classroom learning. Curriculum guides will be available to teachers for each performance.



ABOUT THE CLAYTON CENTER

The Clayton Center is a full service performing arts center serving the Triangle and Eastern North Carolina. The auditorium seats a total of 607 on the main floor (426) and in the balcony (124), with an additional seven wheelchair spaces. The building is fully accessible to individuals of all abilities. The Clayton Center is located at 111 E. Second Street in downtown Clayton, just one block off of Main Street.



 mvandergriff@townofclaytonnc.org

 theclaytoncenter.com

 111 E. Second Street

 919-553-3152



Town Council Agenda Cover Sheet

Meeting Date

October 17, 2022

Agenda Location

Consent Agenda

Item Title

North Carolina Arts Council Organizational Support Grant 2023-2024

Presenter:

Shaun Mizell Procurement Contracts and MWBE Manager

Summary/Description

The Clayton Center has been awarded grant funding from the North Carolina Arts Council. This grant is awarded for the amount \$7,500.00 to provide arts programming and performances to promote new engagement opportunities with family audiences. Staff is requesting Council to approve the acceptance of the Grant and give authority to the Town Manager to execute the acceptance letter.

Requested Action

Approval

Funding Source (If Applicable):

N/A

Cost: N/A Yes ☐ No ☒

Additional Documents to be Included in Agenda Packet

North Carolina Arts Council – Organizational Support Grant

Meeting Timeline

Click or tap here to enter text.



Regular Town Council Meeting Agenda Cover Sheet

Meeting Date

November 6, 2023

Agenda Location

CONSENT AGENDA

Item Title

Trojan Sole Source

Presenter(s)

Shaun Mizell, Procurement, Contracts and MWBE Manager

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 Towns Procurement Division and Water/Sewer Department are proposing to procure replacement parts for the Trojan System UV3000 Plus under the Competitive Bidding Exception outlined in General Statute 143-129 € (6), which is labeled as “Sole Source” in the chart located in the agenda packet. Regarding the Trojan System UV3000 PLUS™’s performance guarantee, it is vital to use approved components and replacement parts to maintain it. Key components, including UV lamps, electronic ballasts, wiper components, and printed circuitry, directly impact system reliability and performance. Using non-approved parts may compromise germicidal output, thus voiding the guarantee.

To uphold the equipment performance guarantee, we recommend purchasing specialized system components directly from Trojan Technologies. In North Carolina, Trojan Technologies collaborates with customers for parts and service. They source validated components (lamps, ballasts, etc.) from trusted suppliers, ensuring they meet the performance standards before passing them on to their customers.

Funding Source

N/A

Corresponding Documentation

[Trojan Sole Source Letter](#)

[Exceptions to State Competitive Bidding Requirements Town of Clayton Manual](#)

Submitted By: Heidi Holland, Finance Department

Reviewed By:

Heidi Holland, Town Clerk

Approved - Oct 25 2023

TROJAN TECHNOLOGIES

10/18/2023

Town of Clayton – Sam's Branch Water Reclamation Facility:

RE: Trojan System UV3000 PLUS™ Replacement Parts

Dear Mr. Simpson,

In the Engineered Submittal Package for the Trojan System UV3000 PLUS™, Trojan provided an equipment performance guarantee stating that the system will meet the required level of disinfection provided that the system is operated and maintained in accordance with recommendations made by Trojan Technologies.

For this equipment guarantee to be maintained, it is imperative that the appropriate components and replacement parts be used in the system. There are key replacement parts and system components that directly influence the performance and reliability of the system. Among these critical replacement parts are the UV lamps, electronic ballasts, wiper components and printed circuitry. Without using these critical replacement parts that are approved and validated by Trojan Technologies, we cannot guarantee that the system will provide the required germicidal output.

In order to keep the equipment performance guarantee intact, it is recommended that specialized system components be purchased directly from Trojan Technologies. In North Carolina, Trojan Technologies works directly with our customers for parts and service. Trojan purchases only validated system components (lamps, ballasts etc.) from our suppliers and only those components meeting our performance standards are passed on to the customer.

Best regards,

Barron Futral

BARRON FUTRAL | Regional Account Manager – Aftermarket Parts Sales
SouthernUS@trojantechnologies.com
Mobile: (205) 597-3374



Exceptions to State Competitive Bidding Requirements For North Carolina Local Governments

Exception	Applies To:	Description	Board Approval Required?	Other Requirements
Purchases				
Purchase from other units of Government G.S. 143-129(e)(1)	Informal and formal purchases and leases	Purchase directly from another unit of federal, state, or local government anywhere in the U.S.	No	None
Emergency G.S. 143-129(e)(2)	Informal and formal purchases and construction/repair	Present, immediate, and existing special emergency involving public health and safety of people or property	No	None
Fuel Purchase G.S. 143-129(e)(5)	Informal and formal purchases	Purchase of gasoline, diesel fuel, alcohol fuel, motor oil, fuel oil, or natural gas	No	Informal bidding requirements apply to purchases costing \$30,000 or more (including purchases over \$90,000)
Sole Source G.S. 143-129(e)(6)	Informal and formal purchases	Available when (1) performance or price competition is not available; (2) product is available from only one source; or (3) standardization or compatibility is the overriding consideration	Yes	None
Group Purchasing Program G.S. 143-129(e)(3)	Informal and formal purchases	Competitive bidding process by a formally organized program offering discount prices to at least 2 public agencies	No	None



Exceptions to State Competitive Bidding Requirements For North Carolina Local Governments

Exception	Applies To:	Description	Board Approval Required?	Other Requirements
State Contract G.S. 143-129(e)(9)	Informal and formal purchases	Purchases from contracts established by State of NC if the contractor is willing to extend the same or more favorable prices, terms and conditions	No	None
Federal Contract G.S. 143-129(e)(9a)	Informal and formal purchases	Purchases from contracts established by a federal agency if the contractor is willing to extend the same or more favorable prices, terms and conditions	No	None
Used Goods G.S. 143-129(e)(10)	Informal and formal purchases	Purchase of used goods from a public or private entity; remanufactured, refabricated, or demo goods are not included under this exception	No	None
Piggyback G.S. 143-129(g)	Formal purchases	Purchases from contracts entered into by any federal, state, or local government in U.S. that have been competitively bid within the previous 12 months if the contractor is willing to extend the same or more favorable prices, terms and conditions	Yes	Board approval at a regular meeting after at least 10 days public notice (notice may be given by publication and electronic means; notice by electronic means only requires governing board approval)



Exceptions to State Competitive Bidding Requirements For North Carolina Local Governments

Exception	Applies To:	Description	Board Approval Required?	Other Requirements
Trade-In G.S. 143-129.7	Informal and formal purchases	Units may include trade-in of used items as part of the specifications for purchases, and may award one contract for both the sale of the trade-in item and the purchase of the new item	No	Items sold as a trade-in under G.S. 143-129.7 are not subject to property disposal requirements of Article 12 of Chapter 160A
Transportation Authority Purchases G.S. 143-129(h)	Informal and formal purchases and leases	Regional public transportation authorities (RPTA) and regional transportation authorities (RTA) may use RFP process for purchases	Yes	RFP process required by G.S. 143-129(h); governing board must approve use of RFP process at a regularly scheduled meeting before RFP is issued; governing board must certify that RFP process has been followed and approve contract at a regularly scheduled meeting
Nonprofit Work Centers for Blind and Severely Disabled G.S. 143-129.5	Informal and formal purchases	Purchases from a nonprofit work center for the blind and severely disabled as defined in G.S. 148-48	No	None
School Food Services G.S. 115C-264	Informal and formal purchases	Local school unit purchase of supplies and food for food services (nutrition programs) at school	No	None; federal requirements will apply to food services that are federally funded



Exceptions to State Competitive Bidding Requirements For North Carolina Local Governments

Exception	Applies To:	Description	Board Approval Required?	Other Requirements
Construction and Repair				
Change Order G.S. 143-129(e)(4)	Informal and formal construction/repair	Construction/repair work undertaken during the progress of a competitively bid project that is within the scope of the original project	No	None
Emergency G.S. 143-129(e)(2)	Informal and formal purchases and construction/repair	Present, immediate, and existing special emergency involving public health and safety of people or property	No	None; FEMA procurement requirements will apply in Presidentially declared disasters
Force Account Work G.S. 143-135	Construction/repair (within dollar limits)	Use of unit's own employees (on permanent payroll) and officers to perform construction work when either (1) total cost of the project is under \$125,000; or (2) total cost of the labor is under \$50,000	Yes	Purchases of materials used on the project still subject to competitive bidding requirements; unit must keep accurate records of entire cost of project
Guaranteed Energy Savings Contract (GESCC) G.S. 143-129(e)(8)	Informal and formal construction/repair and related purchases	GESCC for improvements to existing facilities to achieve energy savings sufficient to pay for the costs of the improvements over the term of the contract	Yes if financing of project subject to LGC approval	RFP process required under Article 3B of Chapter 143



Exceptions to State Competitive Bidding Requirements For North Carolina Local Governments

Exception	Applies To:	Description	Board Approval Required?	Other Requirements
Construction Management at-Risk (CM@R) G.S. 143-129(e)(11)	Informal and formal construction and repair	Construction or repair projects performed by a construction manager at-risk	No	CM@R hired under the Mini-Brooks Act QBS process (G.S. 143-64.31); contracts for construction project subject to requirements of G.S. 143-128.1
Solid Waste Management Facilities G.S. 143-129.2	Construction and operation of solid waste management facilities	Contract for the design, construction, operation, management and maintenance of highly complex and innovative solid waste management facilities and sludge management facilities; "ancillary facilities" (such as roads, water and sewer lines, and transfer stations) are excluded from the exemption	No	RFP process required under G.S. 143-129.1



Exceptions to State Competitive Bidding Requirements For North Carolina Local Governments

Exception	Applies To:	Description	Board Approval Required?	Other Requirements
Information Technology Goods and Services				
State ITS G.S. 143-129(e)(7)	Informal and formal purchases of information technology goods and services	Purchases made through contracts established by the State Office of Information Technology Services ("information technology" defined under G.S. 147-33.81(2))	No	None
IT goods and services G.S. 143-129.8	Informal and formal purchases of information technology goods and services	Contract for combination of information technology goods and services ("information technology defined under" G.S. 147-33.81(2))	No	RFP process required under G.S. 143-129.8



Regular Town Council Meeting Agenda Cover Sheet

Meeting Date

November 6, 2023

Agenda Location

CONSENT AGENDA

Item Title

Resolution 2023-79: To Accept Streets into the Town Of Clayton Street System for Maintenance – Ashcroft Subdivision, Phases 5 & 6

Presenter(s)

Jonathan K. Jacobs, PE, CFM - Assistant 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

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

☐ Special Mailing

☐ None Required

Summary

Streets and rights-of-way are required to be designed and built according to the Town of Clayton Manual of Standards, Specifications, and Design. Engineering staff has verified through the inspection process that the subject street and right of sections have been installed to meet or exceed this standard and recommends final acceptance. Upon final acceptance, the subject streets are eligible for funding through NCDOT's Powell Bill Program.

Funding Source

N/A

Corresponding Documentation

[Ashcroft Ph 5 & 6 Final Acceptance Resolution ROW 10-30-23](#)

Submitted By: Chris Rowland, Engineering

Reviewed By:

Jonathan Jacobs, Assistant Engineering Director	Approved - Nov 01 2023
Sam Johnson-Phillips, Deputy Town Clerk	Approved - Nov 01 2023
Heidi Holland, Town Clerk	Approved - Nov 01 2023

**RESOLUTION TO ACCEPT STREETS INTO THE TOWN OF CLAYTON STREET SYSTEM FOR
MAINTENANCE – ASHCROFT, PHASES 5 & 6**

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

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

WHEREAS, the street segments listed below were placed under a one-year warranty period to monitor for construction deficiencies, which subsequently expired; and

WHEREAS, Town of Clayton Engineering staff has inspected the street segments shown on the attached map and recommends final acceptance by Town Council for 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 streets and right-of-way into the Town of Clayton Street System.

SUBDIVISION	STREET NAME	BEGINNING DESCRIPTION	END DESCRIPTION	LENGTH
Ashcroft, Ph 5 & 6	Atwood Drive	Phase Line (1 & 3)	Cul-de-Sac	844.00'
Ashcroft, Ph 5 & 6	Soapberry Court	Int of Atwood Drive	Cul-de-Sac	211.00'
TOTAL				0.2 mi

Duly adopted on this 6th day of November 2023.

Jody McLeod
Mayor

ATTEST:

Heidi L. Holland, CMC, NCCMC
Town Clerk



Regular Town Council Meeting Agenda Cover Sheet

Meeting Date

November 6, 2023

Agenda Location

CONSENT AGENDA

Item Title

Resolution 2023-80: To Accept Public Utilities into The Town of Clayton Public Utility System for Maintenance – Carolina Overlook Phase 1 F&G

Presenter(s)

Jonathan K. Jacobs, PE, CFM - Assistant Engineering Director

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

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

☐ Special Mailing

☐ None Required

Summary

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

Funding Source

N/A

Corresponding Documentation

[UtilityAcceptanceResolution_Carolina Overlook phase 1 F&G](#)

Submitted By: Michael Worner, Engineering

Reviewed By:

Jonathan Jacobs, Assistant
Engineering Director

Approved - Nov 01 2023

Sam Johnson-Phillips, Deputy Town
Clerk

Approved - Nov 01 2023

Heidi Holland, Town Clerk

Approved - Nov 01 2023

**Resolution To Accept Public Utilities into The Town of Clayton Public Utility System for
Maintenance – Carolina Overlook Phase 1 F&G**

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, Town of Clayton Engineering staff has inspected the public utility segments listed below on October 20, 2023 and recommends acceptance by Town Council for maintenance by the Town; 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 will be placed under a warranty period for one-year to monitor for construction deficiencies, such warranty period expiring on October 20, 2024; and

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

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

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

SUBDIVISION	LOCATION DESCRIPTION	UTILITY TYPE AND SIZE	LENGTH
Carolina Overlook	Sewer Easement	8" Sanitary Sewer	900.20 LF
Carolina Overlook	Secretariat Drive	8" Sanitary Sewer	843.80 LF
Carolina Overlook	Secretariat Drive	8" Waterline	842.25 LF
Carolina Overlook	War Admiral Drive	8" Sanitary Sewer	1329.30 LF
Carolina Overlook	War Admiral Drive	8" Waterline	1316.39 LF
Total:			5231.94 LF

Duly adopted this on the 6th day of November 2023.

Jody McLeod
Mayor

ATTEST:

Heidi L. Holland, NCCMC
Deputy Town Clerk

**TOWN OF CLAYTON
PROCLAMATION
OPERATION GREEN LIGHT FOR VETERANS**

WHEREAS, the residents of the Town of Clayton have great respect, admiration, and the utmost gratitude for all of the men and women who have selflessly served our country and this community in the Armed Forces; and

WHEREAS, the contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, the Town of Clayton seeks to honor these individuals who have paid the high price for freedom by placing themselves in harm's way for the good of all; and

WHEREAS, Veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veteran Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability and compensation benefits each year; and

WHEREAS, approximately 200,000 service members transition to civilian communities annually and an estimated 20 percent increase of service members will transition to civilian life in the near future; and

WHEREAS, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life; and

WHEREAS, active military service members transitioning from military service are at a high risk for suicide during their first year after military service; and

WHEREAS, the Town of Clayton appreciates the sacrifices of our United State Military Personnel and believes specific recognition should be granted; and

WHEREAS, the Town of Clayton hereby declares November 6-12, 2023 a time to salute and honor the service and sacrifice of our men and women in uniform transitioning from active service; therefore, be it further

RESOLVED, that in observance of Operation Green Light, the Town of Clayton encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying a green light in a window of their place of business or residence.

Proclaimed this the 6th day of November 2023, while in regular session.

Jody L. McLeod
Mayor

**TOWN OF CLAYTON
PROCLAMATION
NATIONAL APPRENTICESHIP WEEK**

WHEREAS, to maintain and enhance the Town Clayton's economic competitiveness, our Town needs a well-educated, diverse, and talented workforce; and

WHEREAS, some employers attribute their difficulty in finding qualified workers to a lack of relevant education, technical skills, and durable skills among applicants; and

WHEREAS, a growing number of individuals, particularly high school and community college students, are turning to apprenticeships to help them start their chosen careers; and

WHEREAS, employers around the state in partnerships with ApprenticeshipNC, have created apprenticeship programs to help develop a talented workforce for their industry; and

WHEREAS, last year 13, 377 individuals and 1,698 employers across North Carolina were served by apprenticeship programs in fields like clean energy, health care, and manufacturing; and

WHEREAS, the Town of Clayton is committed to connecting job seekers, which ensures that people in our Town have a relevant and efficient workforce development system that develops skilled talent to meet the current and future needs of workers and businesses;

NOW, THEREFORE, on behalf of the Clayton Town Council, I, Mayor McLeod, hereby proclaim November 13-19, 2023, National Apprenticeship Week.

Proclaimed this the 6th day of November, 2023.

Jody L. McLeod
Mayor

**TOWN OF CLAYTON
PROCLAMATION
GIS DAY**

WHEREAS, the Town of Clayton recognizes that an understanding, use and application of geospatial technology is crucial to operating our infrastructure, sustaining our natural resources, and stimulating economic growth, thus, benefitting the welfare of the general public throughout the Town; and

WHEREAS, geographic information systems (GIS) technology allows us to see and model complex relationships and patterns to more intelligently respond; and

WHEREAS, there is a need to promote GIS awareness, education and technical training to use this rapidly developing technology to its full potential; and

WHEREAS, the Town of Clayton acknowledges those that have chosen GIS as their profession or as part of their discipline to improve the lives of our citizens; and

WHEREAS, to recognize and support the efforts of nonprofits who work on activities to improve conservation, human services, and various humanitarian efforts to better our world; and

WHEREAS, the Town of Clayton is committed to utilizing GIS to inform decision making and better serve its residents and make useful geographic information open and easily available to the public, as a platform for innovation;

NOW, THEREFORE, on behalf of the Clayton Town Council, I, Mayor McLeod, hereby proclaim November 16, 2023 GIS Day.

Proclaimed this the 6th day of November, 2023.

Jody L. McLeod
Mayor



Regular Town Council Meeting Agenda Cover Sheet

Meeting Date

November 6, 2023

Agenda Location

PUBLIC HEARINGS

Item Title

2023-92-ANX 2311 HWY 42 Contiguous Annexation

Presenter(s)

Steven Mott, Planner II

Suggested Action

Adoption of Ordinance

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

Other/Special Instructions: Public Notice Signs Posted.

Summary

Applicant is petitioning the Town for annexation of contiguous real land, a 1.34 acre parcel inside of the Town of Clayton ETJ, into the Town limits.

Recommendation

Recommend Approval

Funding Source

N/A

Corresponding Documentation

[1 2023-92-ANX Staff Report 2311 NC HWY 42](#)

[2 Petition 2023-92-ANX 2311 NC Hwy 42 Annexation](#)

[3 Legal Description 2023-93-ANX 2311 NC Hwy 42 Annexation](#)

[4 Plat 2023-92-ANX 2311 NC Hwy 42](#)

[5 Ordinance 2023-92-ANX NC HWY 42 W 2311 Contiguous](#)

Submitted By: Steven Mott, Planning

Reviewed By:

Jonathan Jacobs, Assistant
Engineering Director

Approved - Sep 27 2023

Rich Cappola, Town Manager

Approved - Sep 27 2023

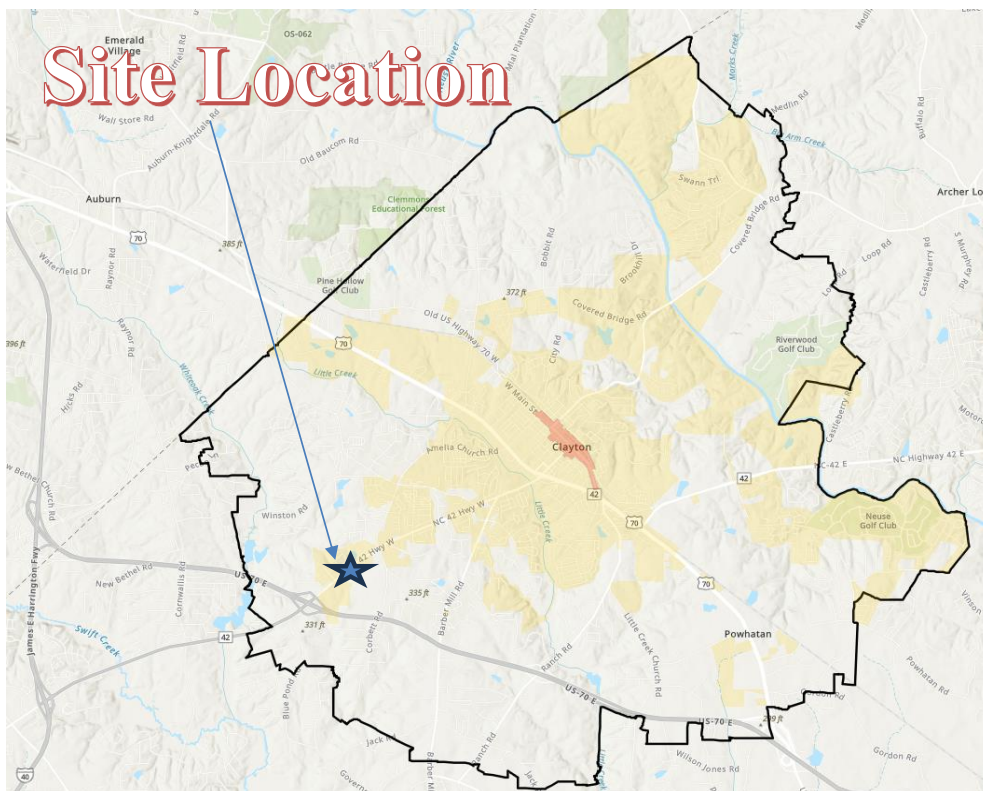
Heidi Holland, Town Clerk

Approved - Sep 27 2023



2311 NC HWY 42 ANNEXATION

Project #:	2023-92-ANX	Location:	Parcel is located along NC HWY 42 W and Johnson Estate Road
Applicant:	Spring Branch Square, LLC	Project Type:	ANNEXATION
Property Owner:	C4 Clayton Residual, LLC	Proposed Use:	Commercial
Staff Planner:	Bruce Venable, Planner I	TAG #(s):	05F02035A



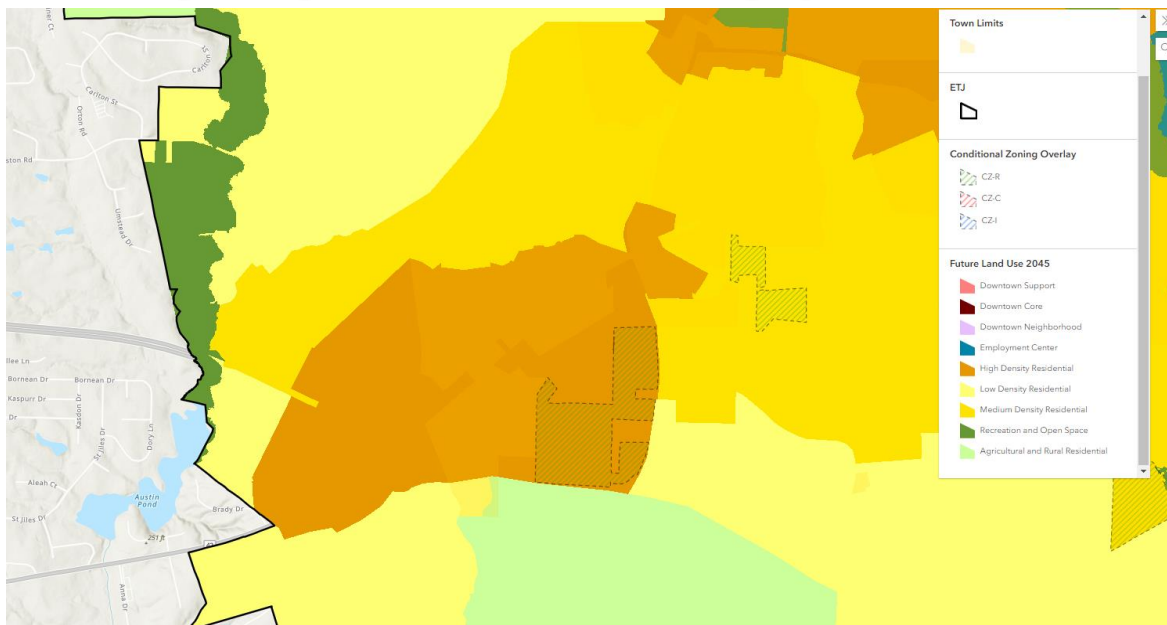
PROJECT SUMMARY

The site is located off NC HWY 42 W near the Johnston Health Center within Clayton's ETJ. The applicant has petitioned the Town to be annexed into the corporate limits of the Town of Clayton.

SITE DATA:

Acreage: +/- .1340 acres
Existing Use: Vacant

FUTURE LAND USE MAP



ATTACHMENTS:

- 1) Staff Report
- 2) Petition for Annexation
- 3) Legal Description of Metes and Bounds
- 4) Annexation Plat
- 5) Annexation Ordinance



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

Site Address: 2311 NC Hwy 42

PETITION FOR VOLUNTARY ANNEXATION

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

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

Review Fee:

Application Review Fee: \$200

Advertisement Fee: \$200

Please note that fees are subject to change annually

PROCESS:

Review by Staff: The Planning, Engineering and Public Works Departments review the annexation submission. Comments will be sent to the applicant.

Annexation Plat Submission: After the map and legal description are deemed sufficient by the Town, the applicant is required to submit two (2) Mylar annexation plats to the Planning Department.

Town Council Meeting: The Town Council will pass a resolution directing the Town Clerk to investigate the annexation petition. The Town Clerk will present to the Town Council a Certificate of Sufficiency indicating that the annexation petition is complete. A resolution setting the date of the public hearing is then approved.

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

Public Hearing/Town Council Meeting: The Town Council will either adopt or deny an ordinance to extend the corporate limits of the Town of Clayton.

Recordation: If the annexation is approved by the Town Council, the Annexation Plats shall be recorded at the appropriate county Register of Deeds.

Petition for Voluntary Annexation Application

1. Application Type: ☐ Individual ☐ Corporation ☒ LLC ☐ Partnership
2. The proposed annexation will be: ☒ Contiguous Annexation ☐ Non-Contiguous Annexation
3. Does the proposed annexed parcel(s) need to be rezoned? ☐ Yes ☒ No

If 3 acres or more please submit a rezoning application to be run concurrently.

Property Information

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

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

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

2. The area to be annexed is ☒ contiguous, ☐ non-contiguous to the Town of Clayton, North Carolina and the boundaries of such territory are as provided in the boundary plat attached hereto.
3. If contiguous, this annexation will include all intervening rights-of-way for streets, railroads, and other areas as stated in G.S. 160A-31(f), unless otherwise stated in the annexation amendment.
4. Attached is a statement of the schedule for full development of the property to be annexed, which includes the type, number, and estimated value of planned improvements, if applicable.

Total Acreage to be annexed: 0.804 AC Existing Housing Units: 1

Population of acreage to be annexed: 0 Fire District: Claytex

Existing Zoning District*: B-3 Proposed Town Zoning District*: B-3

County Recorded Plat Book and Page #: _____

Reason for petitioner to annex: ☒ Receive Town Services ☐ Other (please specify): _____

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

FOR OFFICE USE ONLY

Date Received: _____ Amount Paid: _____ Petition Number: _____

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

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

_____	_____
Please Print	Signature
_____	_____
Please Print	Signature

Complete ONLY if applying for a Corporation Annexation:

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

SEAL _____
Corporate Name: _____
By: _____
(Signature)
Attest: _____
Secretary (Signature)

Complete ONLY if applying for a Limited Liability Company Annexation:

In witness whereof, Spring Branch Plaza, LLC a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this 12 day of June, 2023.

Name of Limited Liability Company: Spring Branch Plaza, LLC
By: [Signature]
Signature of Member/Manager

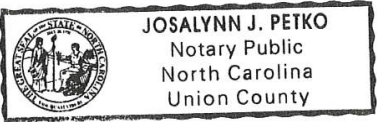
Complete ONLY if applying for a Partnership Annexation:

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

Name of Partnership: _____
By: _____
Signature of General Partner
By: _____
Signature of General Partner

**STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON**

Sworn and subscribed before me, Josalynn J. Petko, a Notary Public for the above State and County, this 12 day of June, 2023.

SEAL  Josalynn J. Petko
Notary Public
My Commission Expires: 3.11.2027

Voluntary Annexation Plat Checklist

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

"TRACT I" PARCEL 164800-63-6554 DESCRIPTION:

ALL THAT CERTAIN PIECE, PARCEL, OR TRACT OF LAND LYING AND BEING IN JOHNSTON COUNTY, NORTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN ON THE NORTHWESTERLY RIGHT-OF-WAY OF NC HIGHWAY 42 (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY) HAVING NC GRID COORDINATES OF N 683,429.12, E 2,146,748.53; THENCE S48°53'38"W A DISTANCE OF 274.89 FEET TO A CONCRETE MONUMENT, THENCE S82°41'56"W A DISTANCE OF 42.90 FEET TO AN IRON PIN, THENCE N51°07'32"W A DISTANCE OF 89.76 FEET TO AN IRON PIN, THENCE N49°07'42"E A DISTANCE OF 295.76 FEET TO AN IRON PIPE, THENCE S39°31'40"E A DISTANCE OF 110.59 FEET TO THE POINT OF BEGINNING AND CONTAINING 35,017 S.F. OR 0.804 ACRES MORE OR LESS.

Ordinance # #2023-10-07

Annexation Petition 2023-92-ANX
C4 Clayton Residual, LLC
Location: 05F02035A
Contiguous; 1.340 acres

**TOWN OF CLAYTON
ORDINANCE TO EXTEND THE CORPORATE LIMITS**

1. **WHEREAS**, the Clayton Town Council has been petitioned under NC GS 160A-31.
to annex the area described below; and

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

WHEREAS, the Town Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at Clayton Town Hall, 111 E Second Street at 6 p.m. on October 16, 2023, where the public hearing was continued by Town Council to the Town Council meeting occurring on November 6, 2023, after due notice by publication in the Johnstonian on October 4th, 2023; and

WHEREAS, the Clayton Town Council finds that the petition meets the requirements of NC GS 160A-31;

NOW THEREFORE, BE IT ORDAINED by the Clayton Town Council of the Town of Clayton, North Carolina that:

1. **SECTION 1** By virtue of the authority granted by NC GS 160A-31., the following described territory is hereby annexed and made part of the Town of Clayton as of November 6, 2023:

BEGINNING AT AN IRON PIN ON THE NORTHWESTERLY RIGHT-OF-WAY OF NC HIGHWAY 42 (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY) HAVING NC GRID COORDINATES OF N 683,429.12, E 2,146,748.53; THENCE N39°31'40"W A DISTANCE OF 110.59 FEET TO AN IRON PIPE, THENCE S49°07'42"W A DISTANCE OF 295.76 FEET TO AN IRON PIPE, THENCE S49°45'48"W A DISTANCE OF 33.45 FEET TO AN IRON PIN, THENCE S44°36'13"W A DISTANCE OF 52.60 FEET TO AN IRON PIN, THENCE N42°34'24"E A DISTANCE OF 27.43 FEET TO AN IRON PIN, THENCE N48°17'54"E A DISTANCE OF 529.20 FEET TO AN IRON PIN, THENCE S42°57'59"E A DISTANCE OF 163.45 FEET TO AN IRON PIN, THENCE S43°06'49"E A DISTANCE OF 10.21 FEET TO AN IRON PIN, THENCE S48°57'51"W A DISTANCE OF 232.74 FEET TO THE POINT OF BEGINNING AND CONTAINING 58,400 S.F. OR 1.340 ACRES MORE OR LESS.

SECTION 2 Upon and after November 6, 2023, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the Town of Clayton and shall be entitled to the same privileges and benefits as other parts of the Town of Clayton. Said territory shall be subject to municipal taxes in according to NC GS 160A-58.10.

SECTION 3 The Mayor of the Town of Clayton shall cause to be recorded in the office of the Register of Deeds of (COUNTY), and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in SECTION 1 above, together with a duly certified copy of the ordinance. Such a map shall also be delivered to the County Board of Elections, as required by NC GS 163-288.1.

ADOPTED this 6th day of November 2023.

Jody L. McLeod
Mayor

ATTEST:

APPROVED AS TO FORM:

Heidi Holland, CMC, NCCMC
Town Clerk

Jim Cauley
Town Attorney

.....

**NORTH CAROLINA
JOHNSTON COUNTY**

This the _____ day of _____, 2023, personally appeared before me Heidi Holland, Clerk of the Town of Clayton, who, being duly sworn by me, says that she knows the common seal of the Town of Clayton and is acquainted with Jody L. McLeod, who is the Mayor and presiding member of said municipal corporation; and that she saw the said Mayor sign the foregoing instrument and saw the said common seal of said municipal corporation affixed to said instrument by said Mayor, and that she, the said Heidi Holland, signed her name in attestation of said instrument in the presence of said Mayor.

Witness my hand and notarial seal, this the day and year first above written.

Notary Public - Signature

Notary Public - Printed Name

Commission Expires: _____

County of Commission: _____



Regular Town Council Meeting Agenda Cover Sheet

Meeting Date

November 6, 2023

Agenda Location

PUBLIC HEARINGS

Item Title

2023-93-ANX 2364 NC Hwy 42 Non-Contiguous Annexation

Presenter(s)

Steven Mott, Planner II

Suggested Action

Adoption of Ordinance

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

Applicant is petitioning the Town for annexation of non-contiguous real land, a 1.340 acre parcel inside of the Town of Clayton ETJ, into the Town limits.

Recommendation

Recommend Approval

Funding Source

N/A

Corresponding Documentation

[1 2023-93-ANX Staff Report 2364 NC HWY 42](#)

[2 Petition 2023-93-ANX 2364 NC Hwy 42 Annexation](#)

[3 Legal Description 2023-93-ANX 2364 NC Hwy 42 Annexation](#)

[4 Plat 2023-93-ANX 2364 NC Hwy 42](#)

[5 Ordinance 2023-93-ANX NC HWY 42 W 2364 Non-Contiguous](#)

Submitted By: Steven Mott, Planning

Reviewed By:

Jonathan Jacobs, Assistant
Engineering Director

Approved - Sep 27 2023

Rich Cappola, Town Manager

Approved - Sep 27 2023

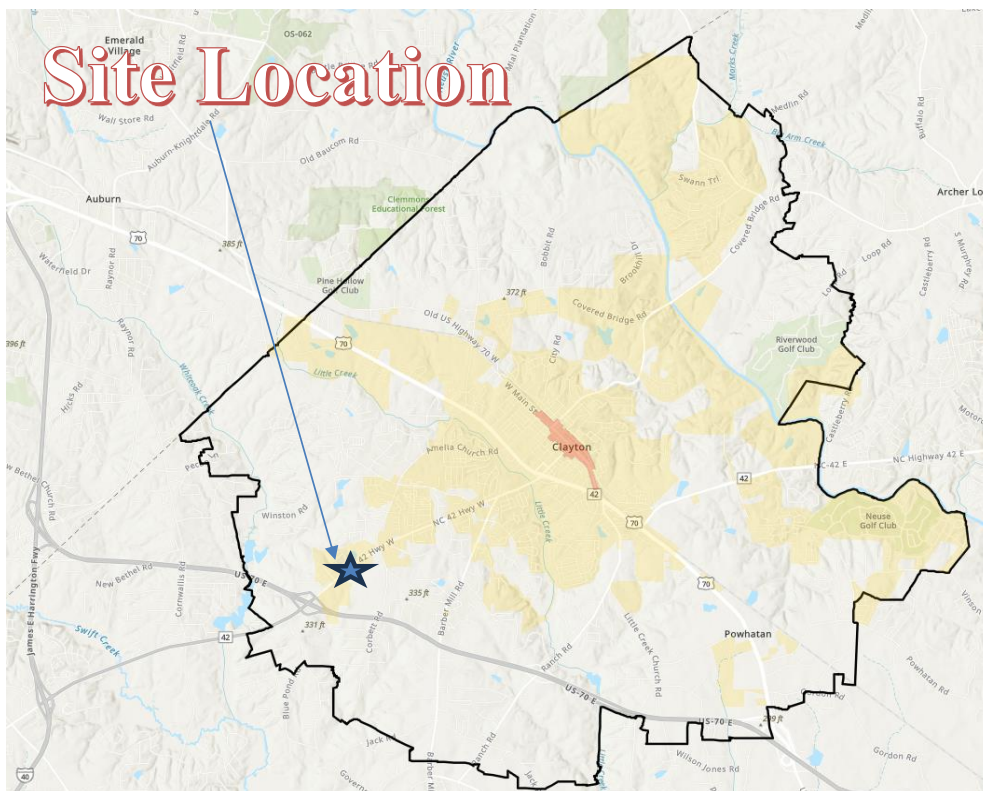
Heidi Holland, Town Clerk

Approved - Sep 27 2023



2364 NC HWY 42 ANNEXATION

Project #:	2023-93-ANX	Location:	Parcel is located along NC HWY 42 W and Johnson Estate Road
Applicant:	Spring Branch Square, LLC	Project Type:	ANNEXATION
Property Owner:	C4 Clayton Residual, LLC	Proposed Use:	Commercial
Staff Planner:	Bruce Venable, Planner I	TAG #(s):	05F02036



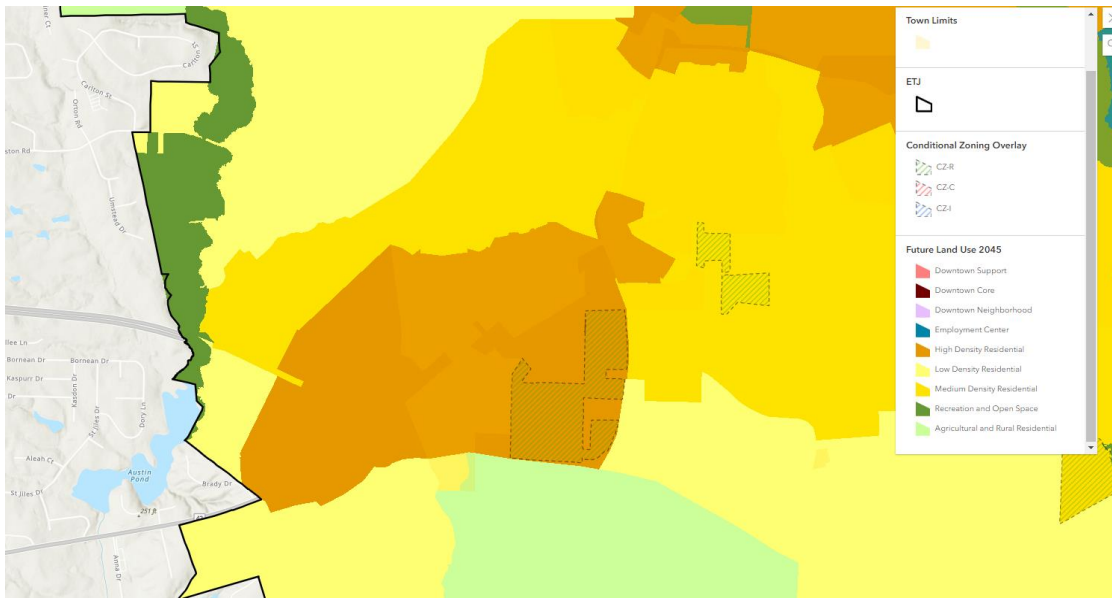
PROJECT SUMMARY

The site is located off NC HWY 42 W near the Johnston Health Center within Clayton's ETJ. The applicant has petitioned the Town to be annexed into the corporate limits of the Town of Clayton.

SITE DATA:

Acreage: +/- .804 acres
Existing Use: Vacant

FUTURE LAND USE MAP



ATTACHMENTS:

- 1) Staff Report
- 2) Petition for Annexation
- 3) Legal Description of Metes and Bounds
- 4) Annexation Plat
- 5) Annexation Ordinance



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

Address: 2364 NC Hwy 42

PETITION FOR VOLUNTARY ANNEXATION

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

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

Review Fee:

Application Review Fee: \$200

Advertisement Fee: \$200

Please note that fees are subject to change annually

PROCESS:

Review by Staff: The Planning, Engineering and Public Works Departments review the annexation submission. Comments will be sent to the applicant.

Annexation Plat Submission: After the map and legal description are deemed sufficient by the Town, the applicant is required to submit two (2) Mylar annexation plats to the Planning Department.

Town Council Meeting: The Town Council will pass a resolution directing the Town Clerk to investigate the annexation petition. The Town Clerk will present to the Town Council a Certificate of Sufficiency indicating that the annexation petition is complete. A resolution setting the date of the public hearing is then approved.

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

Public Hearing/Town Council Meeting: The Town Council will either adopt or deny an ordinance to extend the corporate limits of the Town of Clayton.

Recordation: If the annexation is approved by the Town Council, the Annexation Plats shall be recorded at the appropriate county Register of Deeds.

Petition for Voluntary Annexation Application

1. Application Type: ☐ Individual ☐ Corporation ☒ LLC ☐ Partnership
2. The proposed annexation will be: ☒ Contiguous Annexation ☐ Non-Contiguous Annexation
3. Does the proposed annexed parcel(s) need to be rezoned? ☐ Yes ☒ No

If 3 acres or more please submit a rezoning application to be run concurrently.

Property Information

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

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

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

2. The area to be annexed is ☒ contiguous, ☐ non-contiguous to the Town of Clayton, North Carolina and the boundaries of such territory are as provided in the boundary plat attached hereto.
3. If contiguous, this annexation will include all intervening rights-of-way for streets, railroads, and other areas as stated in G.S. 160A-31(f), unless otherwise stated in the annexation amendment.
4. Attached is a statement of the schedule for full development of the property to be annexed, which includes the type, number, and estimated value of planned improvements, if applicable.

Total Acreage to be annexed: 1.340 AC Existing Housing Units: 1

Population of acreage to be annexed: 0 Fire District: Claytex

Existing Zoning District*: B-3 Proposed Town Zoning District*: B-3

County Recorded Plat Book and Page #: _____

Reason for petitioner to annex: ☒ Receive Town Services ☐ Other (please specify): _____

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

FOR OFFICE USE ONLY

Date Received: _____ Amount Paid: _____ Petition Number: _____

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

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

Please Print

Signature

Please Print

Signature

Complete ONLY if applying for a Corporation Annexation:

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

Corporate Name: _____

SEAL

By: _____
(Signature)

Attest: _____
Secretary (Signature)

Complete ONLY if applying for a Limited Liability Company Annexation:

In witness whereof, Spring Branch Square, LLC a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this 12 day of June, 2023.

Name of Limited Liability Company: Spring Branch Square, LLC

By: [Signature]
Signature of Member/Manager

Complete ONLY if applying for a Partnership Annexation:

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

Name of Partnership: _____

By: _____
Signature of General Partner

By: _____

By: _____
Signature of General Partner

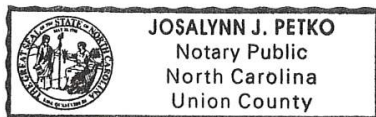
By: _____

**STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON**

Sworn and subscribed before me, Josalynn J. Petko, a Notary Public for the above State and County, this 12 day of June, 2023.

[Signature]
Notary Public

SEAL



My Commission Expires: 3.11.2027

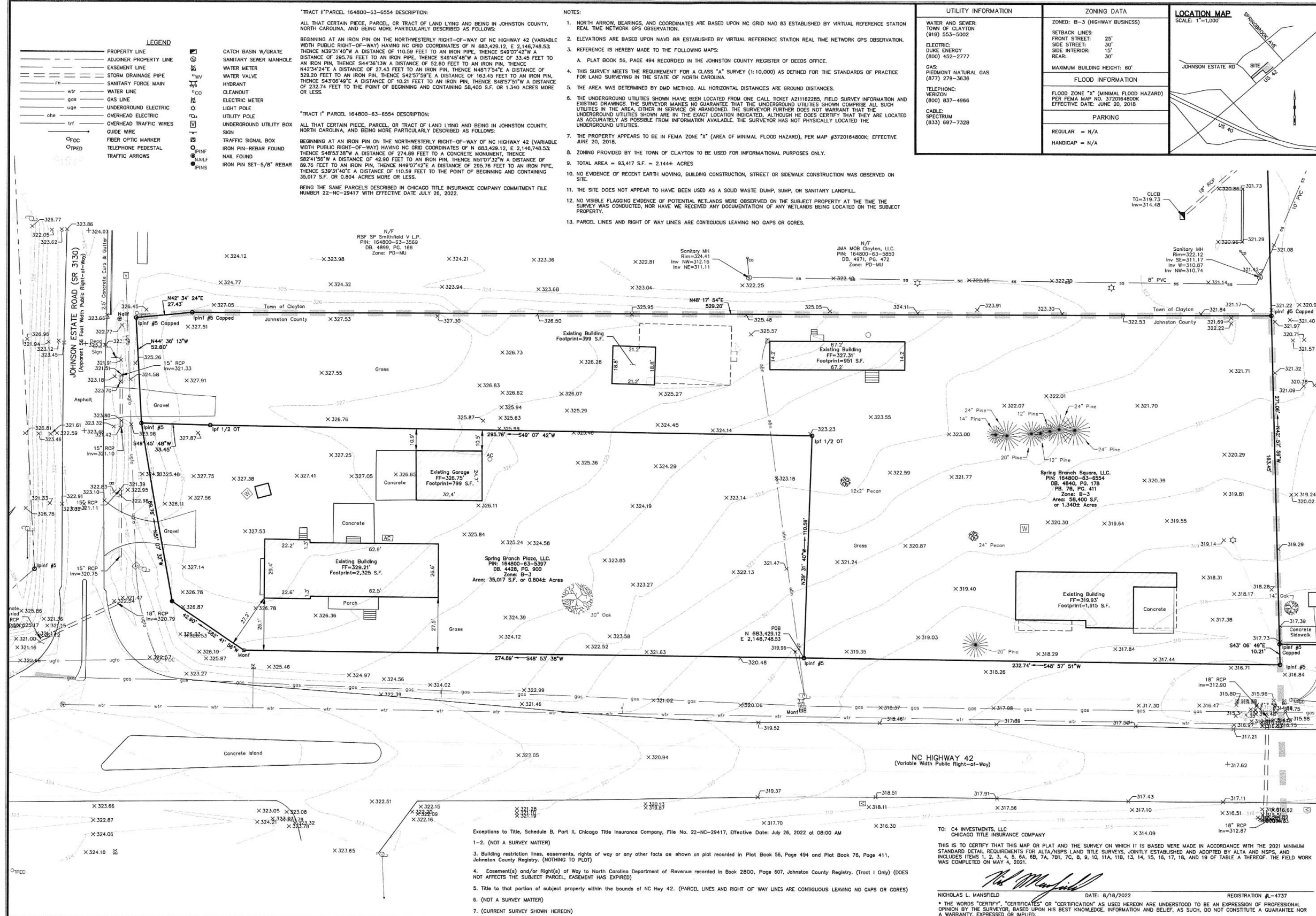
Voluntary Annexation Plat Checklist

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

"TRACT II" PARCEL 164800-63-6554 DESCRIPTION:

ALL THAT CERTAIN PIECE, PARCEL, OR TRACT OF LAND LYING AND BEING IN JOHNSTON COUNTY, NORTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN ON THE NORTHWESTERLY RIGHT-OF-WAY OF NC HIGHWAY 42 (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY) HAVING NC GRID COORDINATES OF N 683,429.12, E 2,146,748.53; THENCE N39°31'40"W A DISTANCE OF 110.59 FEET TO AN IRON PIPE, THENCE S49°07'42"W A DISTANCE OF 295.76 FEET TO AN IRON PIPE, THENCE S49°45'48"W A DISTANCE OF 33.45 FEET TO AN IRON PIN, THENCE S44°36'13"W A DISTANCE OF 52.60 FEET TO AN IRON PIN, THENCE N42°34'24"E A DISTANCE OF 27.43 FEET TO AN IRON PIN, THENCE N48°17'54"E A DISTANCE OF 529.20 FEET TO AN IRON PIN, THENCE S42°57'59"E A DISTANCE OF 163.45 FEET TO AN IRON PIN, THENCE S43°06'49"E A DISTANCE OF 10.21 FEET TO AN IRON PIN, THENCE S48°57'51"W A DISTANCE OF 232.74 FEET TO THE POINT OF BEGINNING AND CONTAINING 58,400 S.F. OR 1.340 ACRES MORE OR LESS.

[illegible]

Ordinance #2023-10-06

Annexation Petition 2023-93-ANX
C4 Clayton Residual, LLC
Location: 05F020336
Contiguous; .804 acres

**TOWN OF CLAYTON
ORDINANCE TO EXTEND THE CORPORATE LIMITS**

1. **WHEREAS**, the Clayton Town Council has been petitioned under NC GS 160A-31.
to annex the area described below; and

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

WHEREAS, the Town Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at Clayton Town Hall, 111 E Second Street at 6 p.m. on October 16, 2023, where the public hearing was continued by Town Council to the Town Council meeting occurring on November 6, 2023, after due notice by publication in the Johnstonian on October 4th, 2023; and

WHEREAS, the Clayton Town Council finds that the petition meets the requirements of NC GS 160A-31;

NOW THEREFORE, BE IT ORDAINED by the Clayton Town Council of the Town of Clayton, North Carolina that:

1. **SECTION 1** By virtue of the authority granted by NC GS 160A-31., the following described territory is hereby annexed and made part of the Town of Clayton as of November 6, 2023:

BEGINNING AT AN IRON PIN ON THE NORTHWESTERLY RIGHT-OF-WAY OF NC HIGHWAY 42 (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY) HAVING NC GRID COORDINATES OF N 683,429.12, E 2,146,748.53; THENCE N39°31'40"W A DISTANCE OF 110.59 FEET TO AN IRON PIPE, THENCE S49°07'42"W A DISTANCE OF 295.76 FEET TO AN IRON PIPE, THENCE S49°45'48"W A DISTANCE OF 33.45 FEET TO AN IRON PIN, THENCE S44°36'13"W A DISTANCE OF 52.60 FEET TO AN IRON PIN, THENCE N42°34'24"E A DISTANCE OF 27.43 FEET TO AN IRON PIN, THENCE N48°17'54"E A DISTANCE OF 529.20 FEET TO AN IRON PIN, THENCE S42°57'59"E A DISTANCE OF 163.45 FEET TO AN IRON PIN, THENCE S43°06'49"E A DISTANCE OF 10.21 FEET TO AN IRON PIN, THENCE S48°57'51"W A DISTANCE OF 232.74 FEET TO THE POINT OF BEGINNING AND CONTAINING 58,400 S.F. OR 1.340 ACRES MORE OR LESS.

SECTION 2 Upon and after November 6, 2023, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the Town of Clayton and shall be entitled to the same privileges and benefits as other parts of the Town of Clayton. Said territory shall be subject to municipal taxes in according to NC GS 160A-58.10.

SECTION 3 The Mayor of the Town of Clayton shall cause to be recorded in the office of the Register of Deeds of (COUNTY), and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in SECTION 1 above, together with a duly certified copy of the ordinance. Such a map shall also be delivered to the County Board of Elections, as required by NC GS 163-288.1.

ADOPTED this 6th day of November 2023.

Jody L. McLeod
Mayor

ATTEST:

APPROVED AS TO FORM:

Heidi Holland, CMC, NCCMC
Town Clerk

Jim Cauley
Town Attorney

.....

**NORTH CAROLINA
JOHNSTON COUNTY**

This the _____ day of _____, 2023, personally appeared before me Heidi Holland, Clerk of the Town of Clayton, who, being duly sworn by me, says that she knows the common seal of the Town of Clayton and is acquainted with Jody L. McLeod, who is the Mayor and presiding member of said municipal corporation; and that she saw the said Mayor sign the foregoing instrument and saw the said common seal of said municipal corporation affixed to said instrument by said Mayor, and that she, the said Heidi Holland, signed her name in attestation of said instrument in the presence of said Mayor.

Witness my hand and notarial seal, this the day and year first above written.

Notary Public - Signature

Notary Public - Printed Name

Commission Expires: _____

County of Commission: _____



Regular Town Council Meeting Agenda Cover Sheet

Meeting Date

November 6, 2023

Agenda Location

PUBLIC HEARINGS

Item Title

2023-96-ANX ETM JR Property LLC Non-Contiguous Annexation

Presenter(s)

Steven Mott, Planner II

Suggested Action

Adoption of Ordinance

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

Other/Special Instructions: Public Notice Signs Posted.

Summary

Applicant is petitioning the Town for annexation of non-contiguous real land into the Town limits. The petition contains two parcels, 7.02 & 2.79 acres, totaling 9.81 acres inside of the Town of Clayton ETJ.

Recommendation

Recommend Approval

Funding Source

N/A

Corresponding Documentation

- [1 2023-96-ANX Staff Report ETM JR LLC](#)
- [2 Petition 2023-96-ANX ETM JR Property LLC Annexation](#)
- [3 Legal Description 2023-96-ANX ETM JR Property LLC](#)
- [4 Plat 2023-96-ANX ETM JR Property LLC Annexation](#)
- [5 Ordinance 2023-96-ANX ETM JR LLC Non-Contiguous](#)

Submitted By: Steven Mott, Planning

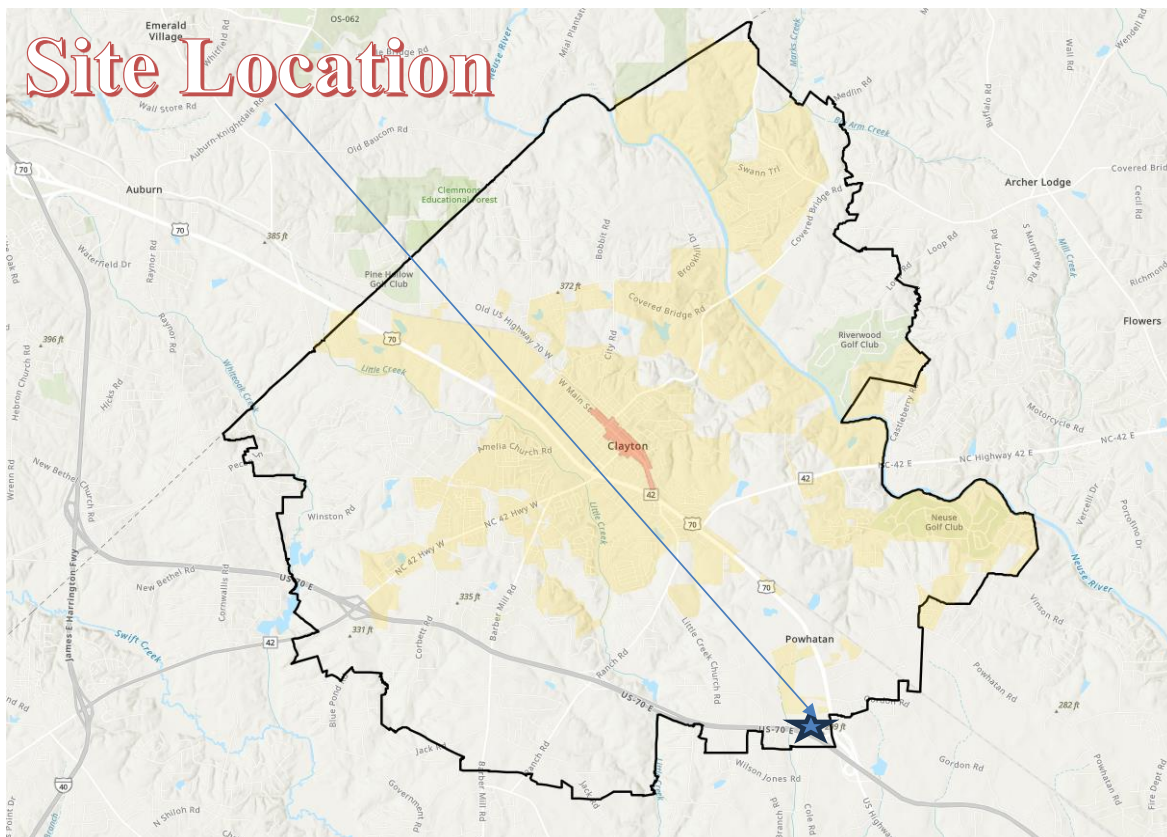
Reviewed By:

Jonathan Jacobs, Assistant Engineering Director	Approved - Oct 11 2023
Rich Cappola, Town Manager	Approved - Oct 11 2023
Heidi Holland, Town Clerk	Approved - Oct 11 2023



ETM JR LLC ANNEXATION

Project #:	2023-96-ANX	Location:	ETJ US HWY 70 Bus and 70 Bypass. (see attached plat and map below).
Applicant:	ETM JR, LLC	Project Type:	ANNEXATION
Property Owner:	ETM JR, LLC	Proposed Use:	Industrial
Staff Planner:	Bruce Venable, Planner I	TAG #(s):	05I05034 & 05I05034A



PROJECT SUMMARY

The site is located off US HWY 70 BUS within Clayton's ETJ. The applicant has petitioned the Town to be annexed into the corporate limits of the Town of Clayton.

SITE DATA:

Acreage: +/- 9.80 acres
Existing Use: Vacant



ATTACHMENTS:

- 1) Staff Report
- 2) Petition for Annexation
- 3) Legal Description of Metes and Bounds
- 4) Annexation Plat
- 5) Annexation Ordinance



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

PETITION FOR VOLUNTARY ANNEXATION

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

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

Review Fee:

Application Review Fee: \$200

Advertisement Fee: \$200

Please note that fees are subject to change annually

PROCESS:

Review by Staff: The Planning, Engineering and Public Works Departments review the annexation submission. Comments will be sent to the applicant.

Annexation Plat Submission: After the map and legal description are deemed sufficient by the Town, the applicant is required to submit two (2) Mylar annexation plats to the Planning Department.

Town Council Meeting: The Town Council will pass a resolution directing the Town Clerk to investigate the annexation petition. The Town Clerk will present to the Town Council a Certificate of Sufficiency indicating that the annexation petition is complete. A resolution setting the date of the public hearing is then approved.

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

Public Hearing/Town Council Meeting: The Town Council will either adopt or deny an ordinance to extend the corporate limits of the Town of Clayton.

Recordation: If the annexation is approved by the Town Council, the Annexation Plats shall be recorded at the appropriate county Register of Deeds.



Petition for Voluntary Annexation Application

1. Application Type: ☐ Individual ☐ Corporation ☒ LLC ☐ Partnership
2. The proposed annexation will be: ☒ Contiguous Annexation ☐ Non-Contiguous Annexation
3. Does the proposed annexed parcel(s) need to be rezoned? ☒ Yes ☐ No
If 3 acres or more please submit a rezoning application to be run concurrently.

Property Information

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

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

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

2. The area to be annexed is ☒ contiguous, ☐ non-contiguous to the Town of Clayton, North Carolina and the boundaries of such territory are as provided in the boundary plat attached hereto.
3. If contiguous, this annexation will include all intervening rights-of-way for streets, railroads, and other areas as stated in G.S. 160A-31(f), unless otherwise stated in the annexation amendment.
4. Attached is a statement of the schedule for full development of the property to be annexed, which includes the type, number, and estimated value of planned improvements, if applicable.

Total Acreage to be annexed: 9.80 Existing Housing Units: 0

Population of acreage to be annexed: 0 Fire District: _____

Existing Zoning District*: B3 and RE Proposed Town Zoning District*: I-1

County Recorded Plat Book and Page #: Plat Book 96, Page 165

Reason for petitioner to annex: ☒ Receive Town Services ☐ Other (please specify): _____

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

RECEIVED

FOR OFFICE USE ONLY

Date Received: JUN 21 2023 Amount Paid: _____ Petition Number: _____
TOWN OF CLAYTON
PLANNING DEPARTMENT

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

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

_____	_____
Please Print	Signature
_____	_____
Please Print	Signature

Complete ONLY if applying for a Corporation Annexation:

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

Corporate Name: _____

By: _____
(Signature)

SEAL



Secretary (Signature)

Complete ONLY if applying for a Limited Liability Company Annexation:

In witness whereof, ETM JR PROPERTY LLC a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this ____ day of _____, 20____.

Name of Limited Liability Company: ETM JR PROPERTY LLC

By: _____
Signature of Member/Manager

Complete ONLY if applying for a Partnership Annexation:

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

Name of Partnership: _____

By: _____
Signature of General Partner

By: _____

By: _____
Signature of General Partner

By: _____

STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

Sworn and subscribed before me, _____, a Notary Public for the above State and County, this ____ day of _____, 20____.

Notary Public

SEAL

My Commission Expires: _____

METES AND BOUNDS LEGAL DESCRIPTION
OF EMT JR PROPERTY, LLC, 7581/7531 U S Highway 70 BUSINESS

Beginning at a 3/4" eip, said point being in the western right of way line of US HWY 70 BUS W, said point being the southeastern corner of 7635 HWY 70 CLAYTON LLC said point being the POINT OF BEGINNING; thence along the western right of way of US HWY 70 BUS W the following calls S10 Deg 27 Min 32 SecE, a distance of 50.74' to a no. 4 rebar flush with ground in the southern line of an access easement; thence S10 Deg 27 Min 32 SecE, a distance of 97.04' to an existing no. 4 rebar 1" above ground; thence S10 Deg 27 Min 32 SecE, a distance of 105.05' to an existing right of way monument 6" below ground; thence S06 Deg 46 Min 34 SecW, a distance of 165.49' to a right of way disk said disk having NSRS 2011 coordinates of Northing=675682.16' and Easting=2173465.77' said point being the point of curvature of a non-tangent curve, concave to the northwest, having a radius of 164.04' a central angle of 46 Deg 59 Min 28 Sec, and a chord of 130.80' bearing S34 Deg 28 Min 01 SecW; thence South along said curve, a distance of 134.54' to a right of way disk found 12" below ground; thence along the acceleration ramp of US HWY 70 W (recorded at db 3067 pg 316) S73 Deg 04 Min 14 SecW, a distance of 159.12' to a right of way disk found 6" below ground ; thence continuing along said acceleration ramp S79 Deg 23 Min 46 SecW, a distance of 511.19' to a no. 4 rebar flush with ground; thence along the eastern line of Smooch LLC as recorded in db 4877 pg 726 N00 Deg 32 Min 34 SecW, a distance of 362.82' to a 1/2" eip bent with nail at base to a lot owned by Smooch LLC as recorded in db 4877 pg 726; thence along the eastern line of said lot N00 Deg 32 Min 34 SecW, a distance of 100.23' to a no. 4 rebar 1" above ground; thence continuing along eastern line of said lot N00 Deg 32 Min 34 SecW, a distance of 140.07' to a point in the southern line of a 50' access easement; thence N00 Deg 32 Min 34 SecW, a distance of 49.93' to a mag nail set; thence along the southern line of Patrica C. Jordan and 7635 Hwy 70 Clayton LLC N89 Deg 20 Min 16 SecE, a distance of 708.58' to the POINT OF BEGINNING; said described tract containing 9.80 Acres.

Ordinance #2023-10-05

Annexation Petition 2023-96-ANX
ETM JR, LLC .
Location: 05I05034 & 05I05034A
Non-Contiguous; 9.80 acres

**TOWN OF CLAYTON
ORDINANCE TO EXTEND THE CORPORATE LIMITS**

1. WHEREAS, the Clayton Town Council has been petitioned under NC GS 160A-58.1.
to annex the area described below; and

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

WHEREAS, the Town Clerk has certified the sufficiency of the petition and a public hearing on
the question of this annexation was held at Clayton Town Hall, 111 E Second Street at 6 p.m. on
October 16, 2023, where the public hearing was continued by Town Council to the Town Council
meeting occurring on November 6, 2023, after due notice by publication in the Johnstonian on
October 4th, 2023; and

WHEREAS, the Clayton Town Council finds that the petition meets the requirements of NC GS
160A-31;

NOW THEREFORE, BE IT ORDAINED by the Clayton Town Council of the Town of
Clayton, North Carolina that:

1. **SECTION 1** By virtue of the authority granted by NC GS 160A-58.1., the following
described territory is hereby annexed and made part of the Town of Clayton as of
November 6, 2023:

Beginning at a 3/4" eip, said point being in the western right of way line of US HWY 70
BUS W, said point being the southeastern corner of 7635 HWY 70 CLAYTON LLC said
point being the POINT OF BEGINNING; thence along the western right of way of US
HWY 70 BUS W the following calls S10 Deg 27 Min 32 SecE, a distance of 50.74' to a

no. 4 rebar flush with ground in the southern line of an access easement; thence S10 Deg 27 Min 32 SecE, a distance of 97.04' to an existing no. 4 rebar 1" above ground; thence S10 Deg 27 Min 32 SecE, a distance of 105.05' to an existing right of way monument 6" below ground; thence S06 Deg 46 Min 34 SecW, a distance of 165.49' to a right of way disk said disk having NSRS 2011 coordinates of Northing=675682.16' and Easting=2173465.77' said point being the point of curvature of a non-tangent curve, concave to the northwest, having a radius of 164.04' a central angle of 46 Deg 59 Min 28 Sec, and a chord of 130.80' bearing S34 Deg 28 Min 01 SecW; thence South along said curve, a distance of 134.54' to a right of way disk found 12" below ground; thence along the acceleration ramp of US HWY 70 W (recorded at db 3067 pg 316) S73 Deg 04 Min 14 SecW, a distance of 159.12' to a right of way disk found 6" below ground ; thence continuing along said acceleration ramp S79 Deg 23 Min 46 SecW, a distance of 511.19' to a no. 4 rebar flush with ground; thence along the eastern line of Smooch LLC as recorded in db 4877 pg 726 N00 Deg 32 Min 34 SecW, a distance of 362.82' to a ½" eip bent with nail at base to a lot owned by Smooch LLC as recorded in db 4877 pg 726; thence along the eastern line of said lot N00 Deg 32 Min 34 SecW, a distance of 100.23' to a no. 4 rebar 1" above ground; thence continuing along eastern line of said lot N00 Deg 32 Min 34 SecW, a distance of 140.07' to a point in the southern line of a 50' access easement; thence N00 Deg 32 Min 34 SecW, a distance of 49.93' to a mag nail set; thence along the southern line of Patrica C. Jordan and 7635 Hwy 70 Clayton LLC N89 Deg 20 Min 16 SecE, a distance of 708.58' to the POINT OF BEGINNING; said described tract containing 9.80 Acres.

SECTION 2 Upon and after November 6, 2023, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the Town of Clayton and shall be entitled to the same privileges and benefits as other parts of the Town of Clayton. Said territory shall be subject to municipal taxes in according to NC GS 160A-58.10.

SECTION 3 The Mayor of the Town of Clayton shall cause to be recorded in the office of the Register of Deeds of (COUNTY), and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in SECTION 1 above, together with a duly certified copy of the ordinance. Such a map shall also be delivered to the County Board of Elections, as required by NC GS 163-288.1.

ADOPTED this 6th day of November 2023.

Jody L. McLeod
Mayor

ATTEST:

APPROVED AS TO FORM:

Heidi Holland, CMC, NCCMC
Town Clerk

Jim Cauley
Town Attorney

.....

**NORTH CAROLINA
JOHNSTON COUNTY**

This the _____ day of _____, 2023, personally appeared before me Heidi Holland, Clerk of the Town of Clayton, who, being duly sworn by me, says that she knows the common seal of the Town of Clayton and is acquainted with Jody L. McLeod, who is the Mayor and presiding member of said municipal corporation; and that she saw the said Mayor sign the foregoing instrument and saw the said common seal of said municipal corporation affixed to said instrument by said Mayor, and that she, the said Heidi Holland, signed her name in attestation of said instrument in the presence of said Mayor.

Witness my hand and notarial seal, this the day and year first above written.

Notary Public - Signature

Notary Public - Printed Name

Commission Expires: _____

County of Commission: _____

**RESOLUTION SUPPORTING THE STUDY OF A WATER AND SEWER
AUTHORITY IN JOHNSTON COUNTY**

WHEREAS, water and wastewater services are essential to ensuring a community's public health, environmental health, and economic development; and

WHEREAS, Johnston County is among the fastest-growing counties in the state and will continue to see more demand for high-quality water and wastewater services; and

WHEREAS, Johnston County local elected officials have been discussing cooperative opportunities in water and wastewater for several years and wish to move the discussion to action; and

WHEREAS, the County of Johnston, supports the provision of safe, reliable, and cost-effective water and sewer services to the residents and businesses of the County of Johnston; and

WHEREAS, communities working together have proven to be a method to assure reliability, economy of scale, and shared cost when growing, maintaining, and operating water and wastewater system; and

WHEREAS, a discussion group was convened by the Chair of the Johnston County Board of Commissioners with municipal leaders on April 19, 2023. During the meeting, a consensus was reached to formalize an effort to study a water and sewer authority in Johnston County. Further, it was agreed that each local government would be requested to adopt a resolution indicating their support of moving forward with studying the feasibility of a water and sewer authority; and

WHEREAS, those in attendance at the April 19, 2023 meeting asked Triangle J Council of Governments (now Central Pines Regional Council) to provide a draft resolution for the local governments to consider, which would formalize their interest in studying a water and sewer authority and create a Steering Committee for the study; and

WHEREAS, the group asked Central Pines Regional Council to take the lead in facilitating the Steering Committee; and

WHEREAS, the County of Johnston desires to be a supportive and active regional partner for any forthcoming countywide water and sewer authority study,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY OF JOHNSTON:

We support researching the development of a countywide water and sewer authority, and we support Central Pines Regional Council facilitating a Johnston County Water/Sewer Authority Steering Committee. The Steering Committee will include one elected official from each participating community. Further, we direct staff to collaborate with the effort and participate as requested by the steering committee and/or Central Pines Regional Council. Further, we appoint Councilmember Porter Casey as the Steering Committee Appointee to represent the Town of Clayton and select Councilmember Michael Sims to serve as the alternate to the Steering Committee. This resolution shall take effect immediately.

Duly adopted by the Town of Clayton and witness my hand and the common seal of the Town of Clayton, North Carolina, this 6th day of November, 2023.

Jody L. McLeod, Mayor
Town of Clayton

Heidi Holland, CMC, NCCMC, Town Clerk
Town of Clayton Town Council
