Town of Clayton
Regular Town Council Meeting Agenda
Tuesday, September 6, 2022 at 6:00 PM
111 E Second Street, Council Chambers

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. Approval or Adjustment of the Agenda

POTENTIAL ACTION: Approve or Amend 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
- August 15, 2022 Minutes (Regular Session)
- August 15, 2022 Closed Session (2 Sets)

Presenter: Heidi Holland, Town Clerk; CMC and NCCMC
August 15, 2022 DRAFT Minutes

b. Resolution 2022-59 Directing the Clerk to Set the Date for Public Hearing for Annexation 2022-112-ANX Barber Mill Townhomes, located at Barber Mill Road and Grovewood Drive
Presenter: Bruce Venable, Planner I
Cover
Certificate of Sufficiency
Annexation Petition
Metes and Bounds
Survey
Newspaper Ad
Resolution Fixing Date for Public Hearing

c. Approved Positions Listed in the Adopted Budget Ordinance for FY 2023
Presenter: Robert McKie, Finance Director
Cover
Budget Ordinance #2022-09-03

d. Resolution 2022-60 to Accept Public Utilities into the Town of Clayton Public Utility System for Maintenance – Cameron Crossing, Phases 2 & 3

Presenter: Jonathan Jacobs, Assistant Town Engineer
Cover
UtilityFinalAcceptanceResolution

e. Resolution 2022-61 to Accept Public Utilities into the Town of Clayton Public Utility System for Maintenance – Parkview Subdivision, Phases 4 & 6
Presenter: Jonathan Jacobs, Assistant Town Engineer
Cover
UtilityFinalAcceptanceResolution

f. Resolution 2022-62 to Accept Streets into the Town of Clayton Street System for Maintenance – Parkview Subdivision, Phases 8 & 9
Presenter: Jonathan Jacobs, Assistant Town Engineer
Cover
StreetFinalAcceptanceResolution

g. Resolution 2022-63 to Accept Public Utilities into the Town of Clayton Public Utility System for Maintenance – Parkview Subdivision, Phases 8 & 9
Presenter: Jonathan Jacobs, Assistant Town Engineer
Cover
UtilityFinalAcceptanceResolution

h. Resolution 2022-64 to Accept Public Utilities into the Town of Clayton Public Utility System for Maintenance – Parkview Subdivision, Phases 10 & 11
Presenter: Jonathan Jacobs, Assistant Town Engineer
Cover
Utility Final Acceptance Resolution

POTENTIAL ACTION: Approve, Deny or Amend Consent Agenda as Presented

4. ADMINISTRATIVE ITEMS

a. Personnel Actions
Presenter: Mayor McLeod

5. INTRODUCTIONS AND SPECIAL PRESENTATIONS

a. Employee Introduction
Presenter: Kenya Walls, Human Resources Director
- Deane Mills, Safety Officer

Presenter: Joshua Baird, Engineering Director
- Tim Robbins, Project Manager

6. PUBLIC HEARINGS

a. Public Hearing for Rezoning Request for 2022-69-RZ for Jason & Vilamon Carroll
Presenter: Aaron Prichard, Planner II
Continued from the August 15, 2022 Meeting

0 Cover Sheet 2022-69-RZ Jason & Vilamon Carroll

1 Staff Report 2022-69-RZ Jason & Vilamon Carroll
2 Application 2022-69-RZ Jason & Vilamon Carroll
3 Neighborhood Meeting Materials 2022-69-RZ Jason & Vilamon Carroll
4 Survey 2022-69-RZ Jason & Vilamon Carroll
5 Staff Report Map 2022-69-RZ Jason & Vilamon Carroll
Consistency & Reasonableness Statement 2022-69-RZ
Ordinance 2022-08-08

POTENTIAL ACTION: Approve, Deny or Send Back to the Planning Board for Additional Consideration for Rezoning Ordinance #2022-08-08

7. OLD BUSINESS

a. NCDOT/Town of Clayton Agreement - U-6223 (Ranch Rd Extension Funding)
Presenter: Tim Robbins, Project Manager
Cover
Clayton_U-6223_Supplemental_Agreement
Town of Clayton Additional LAPP Funding Request_7-22-22
U-6223
Resolution_U6223

POTENTIAL ACTION: Approve, Amend or Deny Agreement

POTENTIAL ACTION: Approve, Deny, or Amend Resolution #2022-68

b. Riverwalk on the Neuse Greenway Bridges DB Contract Amendment
Presenter: Jonathan Jacobs, Assistant Town Engineer & Robert McKie, Finance Director
Cover - Greenway Bridges
Cover - Budget Amendments
Attachment A
Attachment B
Attachment C
Fund 614 Budget Amendment
Fund 616 Budget Amendment
Resolution2022-69

POTENTIAL ACTION: Approve, Amend or Deny Contract

POTENTIAL ACTION: Approve, Amend or Deny Ordinance #2022-09-01

POTENTIAL ACTION: Approve, Amend or Deny Ordinance #2022-09-02

POTENTIAL ACTION: Approve, Deny or Amend Resolution #2022-69

8. NEW BUSINESS

a. Reimbursement Resolution (Electric Fund and Water/Sewer Fund)
Presenter: Robert McKie, Finance Director
Cover

Reimbursement Resolution #2022-66 (Water and Sewer Infrastructure)
Reimbursement Resolution #2022-67 (Electric Infrastructure)

POTENTIAL ACTION: Approve, Amend or Deny Resolution #2022-66

POTENTIAL ACTION: Approve, Amend or Deny Resolution #2022-67

9. STAFF REPORTS

a. Town Manager

b. Town Attorney

c. Town Clerk

d. Other Staff

Downtown Master Plan Update
Presenter: Ben Howell, Planning Director

Downtown Strategic Plan Update
Presenter: Patrick Pierce, Economic Development Director

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. Closed Session to Discuss Economic Development in accordance with NC GS 143.318-11 (a) (4).

b. Closed Session to Discuss Personnel in accordance with NC GS 143.318-11 (a) (6).

12. ADJOURNMENT

a. Adjournment

POTENTIAL ACTION: Motion to Adjourn

Town of Clayton
Regular Town Council Meeting Minutes
Monday, August 15, 2022 at 6:00 PM
Council Chambers

Council Present: Mayor Jody McLeod, Council Member Jason Thompson, Council Member Porter Casey, Council Member Avery Everett, Council Member Andria Archer, and Council Member Michael Sims **Council Absent:**	**Staff Present:** Rich Cappola, Interim Town Manager, Sherry Scoggins, Interim Town Clerk, Heidi Holland, Deputy Town Clerk, Jim Cauley, Town Attorney - CauleyPridgen, Dolores Gill, Deputy Town Manager, Robert McKie, Finance Director, Greg Tart, Police Chief, Joshua Baird, Town Engineer, Nathanael Shelton, Communication Director, Aaron Prichard, Planner II, Scott Barnard, Parks & Rec Director, and Bruce Venable, Planner I

1. CALL TO ORDER

a. Call to Order

Mayor McLeod called the meeting to order at 6:00 p.m.

b. Pledge of Allegiance

Mayor McLeod led the Pledge of Allegiance.

c. Invocation

Mayor McLeod provided the Invocation.

2. ADJUSTMENT OF THE AGENDA

a. Approval or Adjustment of the Agenda

Interim Town Manager Rich Cappola requested the following adjustment of the agenda:

- Add Closed Session to discuss economic development in accordance with NC GS 143-318.11 (a)(4)
  - Order of Closed Sessions to follow: Economic Development, Legal, and Personnel
- Item 6e., Public Hearing for Rezoning Request for 2022-69-RZ for Jason & Vilamon Carroll, Applicant requests to continue this item to the September 6, 2022 Meeting.

Approve or Amend the Agenda

RESULT:	**CARRIED 4-0**
MOVER:	Avery Everett
SECONDER:	Jason Thompson
YES:	Jason Thompson, Avery Everett, Andria Archer, and Michael Sims
NO:	None
ABSENT:	Porter Casey

3. CONSENT AGENDA

a. Minutes:
- August 1, 2022, DRAFT Work Session Minutes
- August 1, 2022, DRAFT Regular Meeting Minutes
- August 1, 2022, DRAFT Closed Session Minutes (2 sets)

b. Approval of Resolution Directing the Clerk to Investigate a Petition for Annexation 2022-112-ANX Barber Mill Townhomes, located at Barber Mill Road and Grovewood Drive
Presenter: Bruce Venable, Planner I

c. Resolution 2022-57 to Accept Streets into the Town of Clayton Street System for Maintenance - Parkview, Phases 4& 6
*Presente*r: Jonathan Jacobs, Assistant Town Engineer

d. Resolution 2022-58 to Accept Public Utilities into the Town of Clayton Public Utility System for maintenance - Parkview, Phases 4&6
Presenter: Jonathan Jacobs, Assistant Town Engineer

e. School Resource Officer Memorandum of Understanding (MOU)
Presenter: Greg Tart, Police Chief

Approve, Amend or Deny the Consent Agenda

RESULT:	**CARRIED 4-0**
MOVER:	Jason Thompson
SECONDER:	Avery Everett
YES:	Jason Thompson, Avery Everett, Andria Archer, and Michael Sims
NO:	None
ABSENT:	Porter Casey

4. ADMINISTRATIVE ITEMS (NONE)

5. INTRODUCTIONS AND SPECIAL PRESENTATIONS

a. Follow-up presentation by the G Force Girls Robotic Team
Presenter: Joy Garretson, Library Director

This is a follow up presentation by the G Force Girls Robotic Team. Ms. Garretson gave the history of this Robotics Team. She stated they did 2 great programs for the library. In March, the library was able to put funding for this team into their budget. She introduced three of the team members. A presentation was shared.

One of the members stated they are the largest all girls team in the state. Discussed was the STEM Education and Community Service outreach the team provides. Discussed was the importance of giving back to the community as well as events that this team has attended and programs they are involved in.

Council Member Everett stated he loves the fact that they want to serve the community. Council Member Archer stated all the work in the community is awesome. Mayor Pro Tem Thompson stated this presentation and demonstration is amazing and highly technical. He stated what they are doing to empower young women is admirable. Mayor McLeod stated he can't thank them enough for what they are doing. He thanked them for being here this evening.

b. Clayton Clovers Baseball - Carolina Collegiate League Winners
Presenters: Scott Barnard, Parks and Recreation Director; Louis DeCarolic, Owner; and Caleb Sharp, Owner

Mr. Barnard thanked Mayor McLeod and Council for this opportunity. He introduced the owner's of the Clayton Clovers, Louis DeCarolic and Caleb Sharp and shared a video. Mr. DeCarolic thanked Mayor McLeod and Council for helping get this off the ground. He stated the entire staff of Parks & Rec. was a pleasure to work with as well as Police Department Staff. He stated Clayton's involvement has just been unmatched.

Council Member Everett thanked the owner's for representing Clayton in a big way. Council Member Sims congratulated the Clover's on winning the championship and stated he loved the whole atmosphere at the games.

Mr. Barnard stated he has been using software that utilizes cell phone data to share statistics during the Clovers season. During the season, there were 31,000 visitor's at East Clayton, which is a 50% increase. He stated the number is much higher because there were two fields under construction during the entire Clovers season. He shared 10,000 visitors stayed over 150 minutes, which means they were staying for the entirety of the game. He thanked Mayor McLeod and Council for their support.

c. Clayton Community Garden Presentation
Presenters: Scott Barnard, Parks and Recreation Director; Felice Chadwick, Garden Manager; and Marshall Warren, Extension Agent-Horticulture

Mr. Barnard spoke about the Community Garden behind the Community Center. He stated there are 1,000's of volunteer hours that made this happen. He stated every year a check is presented and this has been the biggest year the Garden Center has ever had. He stated none of this would be possible without Garden Manager Felice Chadwick and her volunteers.

Mr. Barnard introduced Mr. Warren. He stated he works with master garden volunteers and helps train people in Johnston County with horticulture. He shared more of his involvement.

Ms. Chadwick stated she appreciates all the support the Community Center provides. She stated it gives the space to teach others. This year the class she teaches at the Community Center has really grown in registration. This was the most successful plant sale yet. The sale proceeds run the greenhouse as well as the facility, water and electricity. She encouraged everyone to visit the site.

Mayor McLeod was asked to accept a check from Ms. Chadwick and Mr. Warren. Mayor McLeod thanked them both for all they do.

d. New Employee Introductions:
Presenter: Joshua Baird, Engineering Director
- Tim Robbins, Project Manager

Presenter: Ann Game, Revenue & Utility Customer Service Director
- Rhonda Thompson, Customer Service Specialist

Mr. Robbins was not able to make this meeting tonight.

Ms. Game introduced Rhonda Thompson, Customer Service Specialist. She comes with years of Human Resource & Customer Service experience. She stated she has done an incredible job so far. Mayor McLeod and Council welcomed her.

6. PUBLIC HEARINGS

a. Public Hearing for Annexation Petition 2022-79-ANX for O'Neil Overlook located on O'Neil Road and Oakdale Avenue
Presenter: Bruce Venable, Planner I

Mr. Venable provided information on this annexation. He stated the applicant is seeking to annex 15.546 acres. He stated there are 2 parcels that make up this annexation. The location is O'Neil Street and Oakdale Avenue.

Mayor McLeod stated this has been noted as a public hearing and asked if anyone wished to speak.

Beth Mountz from Hearth Pointe was present and asked if anyone had any questions.

With no one further wishing to speak, this public hearing was closed and turned over to council for their deliberation.

Approve or Deny Annexation Ordinance 2022-08-04

RESULT:	**CARRIED 4-0**
MOVER:	Andria Archer
SECONDER:	Michael Sims
YES:	Andria Archer, Michael Sims, Jason Thompson, and Avery Everett
NO:	None
ABSENT:	Porter Casey

b. Public Hearing for Annexation Petition 2022-9-ANX for Ashcroft Section 2 located on

N. O'Neil Street and the Neuse River
Presenter: Bruce Venable, Planner I

Mr. Venable provided information on this request. He stated the applicant is seeking to annex 221 acres with a total of 6 different contiguous parcels.

Mayor McLeod stated this has been noted as a public hearing and asked if anyone wished to speak.

Beth Mountz from Hearth Pointe was present and asked if anyone had any questions.

With no one further wishing to speak, this public hearing was closed and turned over to council for their deliberation.

Approve or Deny Annexation Ordinance 2022-08-05

RESULT:	**CARRIED 4-0**
MOVER:	Andria Archer
SECONDER:	Avery Everett
YES:	Avery Everett, Andria Archer, Jason Thompson, and Michael Sims
NO:	None
ABSENT:	Porter Casey

c. Public Hearing for Annexation Petition 2022-100-ANX for River Mews located at 1603 NC HWY 42 East
Presenter: Bruce Venable, Planner I

Mr. Venable spoke on the River Mews annexation. He stated this annexation is 147 acres of non-contiguous land in the city limits and located off Hwy 42. He asked if there were any questions.

Mayor McLeod stated this has been noted as a public hearing and asked if anyone wished to speak.

Jason Wenzel, Attorney from Smithfield, stated he is here on behalf of Flowers Planation. He stated approximately 19 years ago, this property was transferred to Greg Moore from Becky Flowers. He distributed a copy of a vesting deed from 2003 to Council. With approximately three thousand acres, Flowers Plantation is the largest planned unit development (“PUD”) community in the Triangle, located just to the east of the Town of Clayton, across the Neuse River. Flowers Plantation currently consists of over forty neighborhoods and multiple commercial centers.

This property was part of the originally planned PUD. Under Johnston County ordinances, there was a public hearing, but this is a Special Use so there are specific findings that go along with this. He stated their objection is those density units can not be part of the Town and must stay with the PUD. He stated if the Town is going to annex this property, they will need density back (sewer, water). He stated Flowers Plantation has tried to work this out with the applicant with no luck.

Attorney Armstrong was present. He stated he is here tonight to try to solve this

problem. He is requesting to table this item. The density has always been the issue. Density is only useful if you are in the PUD. He is asking tonight to table this item to allow some time to work toward a conditional agreement.

Council Member Sims asked Mr. Armstrong that he is asking us to table based on conversations that has not been able to happen. Mr. Armstrong stated that is true. Council Member Sims wants to know if there is anything different in order to do anything to establish communication on the other end. Mr. Armstrong stated tabling this tonight would allow Becky Flowers more time to iron this out with the other side.

Mr. Venable stated the applicant is not here tonight.

With no one further wishing to speak, this public hearing was closed and turned over to council for their deliberation.

Mayor McLeod stated he is worried about any lawsuit against the Town if this action moves forward. He stated there could be issues either way legally. Attorney Cauley stated from his perspective, these issues are private civil matters between property owners and not Town issues, but this doesn't mean the Town couldn't find itself in a lawsuit. He stated ultimately the issues are between the private parties.

Council Member Archer stated she has a lot of questions. Her inclination as reading the agenda was to table this tonight just for her own understanding.

Mayor Pro Tem Thompson stated he is concerned the applicant is not here and there are communication issues. He stated tabling this would be his recommendation.

Council Member Sims stated after reading agenda, he was set to move forward with this. He stated if you are the applicant, you should be in front of Council for your item.

Mayor McLeod stated he is in favor of tabling this item but he would like to state that when the General Assembly took away from municipalities the ability to annex, all the Town could have in terms of growth was what was volunteered to be annexed. He stated the roles of the elected officials is to grow our tax base in a format that is healthy, that the expenditures of providing the service to that annexed area does not exceed the tax revenues that are generated for the Town from that area. He stated we are in business to annex, not get in the middle of issues that have not been ironed out before being presented. He stated he hoped this would be ironed out within 30 days.

Motion to Table This Item Until the September 19th Meeting

RESULT:	**CARRIED 4-0**
MOVER:	Jason Thompson
SECONDER:	Andria Archer
YES:	Jason Thompson, Andria Archer, Avery Everett, and Michael Sims
NO:	None
ABSENT:	Porter Casey

d. Public Hearing for the Rezoning of Multiple Town of Clayton Properties
Presenter: Bruce Venable, Planner I

Mr. Venable shared details on this rezoning, which are all town initiated. He stated there are 63 town owned properties in this rezoning. Town staff and the Planning Board does recommend these rezonings. He stated when this was approved by the Planning Board, it was approved at 65 properties. They were notified that 2 of the properties were under development and Planning Board was notified of this. He asked if there were any questions.

Mayor McLeod stated this has been noted as a public hearing and asked if anyone wished to speak.

Clayton Citizen Arie, stated he lives near the pump station. His concern was the animals in the forest, he asked if the forest would stay. Mr. Venable said there is no planned development for this area, it actually gives this area in discussion more protection.

With no one wishing to speak, this public hearing was closed and turned over to council for their deliberation.

Approve, Deny or Send Back to the Planning Board for Additional Consideration for Rezoning Ordinance Amendment 2022-08-07

RESULT:	**CARRIED 4-0**
MOVER:	Andria Archer
SECONDER:	Avery Everett
YES:	Avery Everett, Andria Archer, Jason Thompson, and Michael Sims
NO:	None
ABSENT:	Porter Casey

e. Public Hearing for Rezoning Request for 2022-69-RZ for Jason & Vilamon Carroll
Presenter: Aaron Prichard, Planner II

This item was asked to be continued to the September 6th meeting.

Moved to continue this item to the September 6th meeting.

RESULT:	**CARRIED 4-0**
MOVER:	Jason Thompson
SECONDER:	Andria Archer
YES:	Jason Thompson, Andria Archer, Avery Everett, and Michael Sims
NO:	None
ABSENT:	Porter Casey

f. Public Hearing for Three Text Amendments to Chapter 155
- Upper Story Residential (155.301(K))
- Action After Approval - Conditional Zoning District (155.05(L)(6))
- Burden of Proof - Variance (155.716(D))

Presenter: Aaron Prichard, Planner II

Mr. Prichard spoke on this item. He stated the proposed ordinance amendments are for three separate sections of the UDC.

The amendments reflect:
Upper-Story Residential: NC Accessibility Code contains requirements for accessible ground-floor units in buildings with upper-story residential and no elevator service. Current Code language doesn't speak to that requirement.

Action After Approval (under 'Conditional Zoning District'): Applicant on a Conditional Zoning project wondered if they still had to get SUPs for Apartments and Townhomes even if a Conditional Zoning Master Plan is approved. This clarifies that land uses on approved CZ Master Plans noted as 'Permitted' shall not need an SUP.

Burden of Proof (under 'Variance'): Recent Case Law has gone away from the term "Burden of Proof" with respect to Quasi-Judicial evidentiary standards. This amendment simply changes that section title to "Evidentiary Standards" and replaces the word 'presenting' with 'producing' to align with language from recent legal opinions.

He stated the Planning Board recommends approval of all three amendments. If Council adopts the proposed text amendments, Consistency Statement 2022-126-OA is also recommended to be adopted.

Mayor McLeod stated this has been noted as a public hearing and asked if anyone wished to speak. With no one wishing to speak, this public hearing was closed and turned over to council for their deliberation.

Approve, Deny or Send Back to the Planning Board for Additional Consideration for Text Amendment Ordinance 2022-08-09

RESULT:	**CARRIED 4-0**
MOVER:	Michael Sims
SECONDER:	Avery Everett
YES:	Avery Everett, Michael Sims, Jason Thompson, and Andria Archer
NO:	None
ABSENT:	Porter Casey

Approve the Statement of Consistency and Reasonableness

RESULT:	**CARRIED 4-0**
MOVER:	Jason Thompson
SECONDER:	Andria Archer
YES:	Jason Thompson, Avery Everett, Andria Archer, and Michael Sims
NO:	None
ABSENT:	Porter Casey

7. OLD BUSINESS (NONE)

8. NEW BUSINESS

a. Revenue Bonds Findings Resolution 2022-55 for the Sam's Branch Water Reclamation Facility
Presenter: Robert McKie, Finance Director

Mr. McKie spoke on this item. He stated he is asking council to approve revenue bonds to help financing Sam's Branch Water Reclamation Facility.

Approve or Deny Resolution 2022-55

RESULT:	**CARRIED 4-0**
MOVER:	Andria Archer
SECONDER:	Avery Everett
YES:	Avery Everett, Andria Archer, Jason Thompson, and Michael Sims
NO:	None
ABSENT:	Porter Casey

b. Resolution 2022-56 and Policies related to the American Rescue Plan Act (ARPA)
Presenter: Robert McKie, Finance Director

Mr. McKie stated this is a resolution related to requirements for ARPA. He stated there are 6 policies that need to be adopted:

- Eligible Use Policy
- Cost Principles Policy
- Nondiscrimination Policy
- Real Property Policy
- Record Retention Policy
- Conflict of Interest Policy

Approve or Deny Resolution 2022-56; Policy 2022-01; Policy 2022-02; Policy 2022-03; Policy 2022-04; Policy 2022-05; Policy 2022-06

RESULT:	**CARRIED 4-0**
MOVER:	Avery Everett
SECONDER:	Jason Thompson
YES:	Jason Thompson, Avery Everett, Andria Archer, and Michael Sims
NO:	None
ABSENT:	Porter Casey

c. Budget Amendments for the following:
- Budget Ordinance Amendment 2022-08-01 for American Rescue Plan Act (ARPA)
- Budget Ordinance Amendment 2022-08-02 for School Resource Officer
- Budget Ordinance Amendment 2022-08-03 for Copper District

Presenter: Robert McKie, Finance Director

Mr. McKie spoke on this item. He stated all three are directly related.

Approve or Deny Ordinance 2022-08-01

RESULT:	**CARRIED 4-0**
MOVER:	Andria Archer
SECONDER:	Jason Thompson
YES:	Jason Thompson, Andria Archer, Avery Everett, and Michael Sims
NO:	None
ABSENT:	Porter Casey

Approve or Deny Ordinance 2022-08-02

RESULT:	**CARRIED 4-0**
MOVER:	Andria Archer
SECONDER:	Avery Everett
YES:	Avery Everett, Andria Archer, Jason Thompson, and Michael Sims
NO:	None
ABSENT:	Porter Casey

Approve or Deny Ordinance 2022-08-03

RESULT:	**CARRIED 4-0**
MOVER:	Andria Archer
SECONDER:	Avery Everett
YES:	Avery Everett, Andria Archer, Jason Thompson, and Michael Sims
NO:	None
ABSENT:	Porter Casey

9. STAFF REPORTS

a. Town Manager

Mr. Cappola stated on the agenda there were several public hearings and appreciated everyone's efforts but moving forward the agenda would have no more than 3 public hearings per meeting.

He provided an update on the Water Reclamation Facility. The pre-bid meeting was held for the five pre-qualified contractors last week. He stated prior to the meeting, one of the contractors dropped out, leaving it to four contractors. It did appear our timeline of September 1st was aggressive and in reviewing the potential bidders, it was decided to push the bid deadline to September 20th. This will push us to the November LGC meeting. Mr. McKie has assured us that the auditor would be able to work through the annual audit and get it submitted in time in order to make the November meeting.

He stated the library would be having new furniture installed, still waiting on final delivery date. During that installation, the library will be closed for a day. The communications team would make sure that information goes out.

He recognized Nathanael Shelton, for receiving his remote pilot certificate and is now qualified to operate the Town's drone.

b. Town Attorney

c. Town Clerk

d. Other Staff

Follow Up on Policy for Non-Profits
Presenter: Scott Barnard, Parks and Recreation Director

Mr. Barnard brought answers to any questions at the current rate structure. Provided were benchmark stats.

Mr. Barnard discussed the fee structure of the Parks & Rec. He discussed the resident and non-resident rates. He stated 3 out of 5 municipalities were offering a non-profit rate. Some of these rates were based on time slots. He shared information on the benchmarking study.

He asked if there were any questions. Council Member Sims stated he appreciates all the information and strongly believes in setting standards.

Mayor Pro Tem Thompson, thinks this is complex and not that simple as if you live in town or not. He stated he doesn't know if this is as clear cut as resident or non-resident. He stated he thinks there is a better way, not sure what that is. He stated we need to figure out the best way for Clayton to include the special populations that contribute to the community.

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.

Ben Chapman, off Amelia Church Road, stated he is speaking up for his community. He spoke on the LGT community and a orphan situation. He provided same sex marriage statistics. He wants to speak on local non-discrimination ordinance, would like to advocate a more extension ordinance.

b. Council Comments

Mayor Pro Tem Thompson discussed the Town's State of Emergency that is in place because of COVID. He suggested that now North Carolina's State of Emergency has expired, he feels ours can expire as well.

Mayor Pro Tem Thompson stated he wants to thank citizen Ben Chapman for speaking tonight, he stated we pride ourselves in being better. He stated he has had conversations on what we can do more on this subject in the community. He thanked him for coming and working on inclusiveness.

Council Member Everett stated it is very important and takes a lot of courage for Mr. Chapman to stand and share his comments. He stated he appreciates him.

Mayor McLeod stated the is still concerned about the 18 wheelers on Main Street. He feels like he is not seeing the results he is looking for. He shared a situation today. He would like to see an actual strategy on what this subject and bring this back to Council.

Move to remove the Town's State of Emergency

RESULT:	**CARRIED 4-0**
MOVER:	Jason Thompson
SECONDER:	Andria Archer
YES:	Jason Thompson, Andria Archer, Avery Everett, and Michael Sims
NO:	None
ABSENT:	Porter Casey

11. CLOSED SESSION

a. Closed session to consult with the Town Attorney in accordance with NC GS 143-318.11 (a) (3)
Presenter: Rich Cappola, Interim Town Manager

b. Closed session to discuss a personnel matter in accordance with NC GS 143-318.11 (a) (6)
Presenters: Jody McLeod, Mayor and Kenya Walls, Human Resources Director

Move to go into Closed Session at 8:00 p.m.

RESULT:	**CARRIED 4-0**
MOVER:	Jason Thompson
SECONDER:	Michael Sims
YES:	Jason Thompson, Michael Sims, Avery Everett, and Andria Archer
NO:	None
ABSENT:	Porter Casey

Move to return to Open Session at 9:25 p.m.

RESULT:	**CARRIED 4-0**
MOVER:	Jason Thompson
SECONDER:	Michael Sims
YES:	Jason Thompson, Michael Sims, Avery Everett, and Andria Archer
NO:	None
ABSENT:	Porter Casey

12. ADJOURNMENT

a. **Move to adjourn at 9:25 p.m.**

RESULT:	**CARRIED 4-0**
MOVER:	Michael Sims
SECONDER:	Avery Everett
YES:	Avery Everett, Michael Sims, Jason Thompson, and Andria Archer
NO:	None

ABSENT: Porter Casey

Duly adopted this the 6th day of September, 2022 while in regular session.

_____

Jody L. McLeod
Mayor

ATTEST:

_____

Heidi L. Holland, CMC, NCCMC
Town Clerk

Town Council Agenda Cover Sheet

Meeting Date
September 6, 2022

Agenda Location
Consent Agenda

Item Title

Resolution Directing the Clerk to set a date for a public hearing of Annexation #2022-112-ANX Barber Mill Townhomes which is located at Barber Mill Rd and Grovewood Dr.

Presenter:
Bruce Venable - Planner I

Summary/Description
Applicant is seeking to annex +- 4.218 Acres on contiguous real property into the town limits of Clayton. Current zoning is Single-Family-Residential 10 (R-10) This Resolution is to allow Town Council to direct the Town Clerk to set a date for a public hearing.

Requested Action
Approval

Funding Source (If Applicable):
N/A

Cost: **N/A** **Yes** ☐ **No** ☒

Additional Documents to be Included in Agenda Packet
Petition For Annexation
Legal Description of Metes and Bounds
Plat
Resolution Directing Clerk to Investigate for Sufficiency

Meeting Timeline
Click or tap here to enter text.

TOWN OF CLAYTON
CERTIFICATE OF SUFFICIENCY
Annexation Petition 2022-112-ANX

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

I, Heidi L. Holland, Deputy Town Clerk, do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein, in accordance with N.C. G.S. 160A-31.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Clayton, this 17th day of August 2022.

Heidi L. Holland

Heidi L. Holland, NCCMC
Deputy Town Clerk

DESCRPTION/ADDRESS:
Pin #: 05G04199I for **2022-112-ANX** Barber Mill Townhomes
Contiguous; 4.218 acres

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

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

PETTITION FOR VOLUNTARY ANNEXATION

VOLUNTARY ANNEXATION: Upon receipt of a valid petition signed by all of 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 due by 5pm on the first working day of each month.

REQUEST INFORMATION

☑ **Contiguous Annexation** ☐ **Non-Contiguous Annexation**

The following items must accompany an annexation petition:

To be completed by the applicant:	Included?	
	Yes	No
1. Petition for Annexation with original signatures	☑	☐
2. A boundary plat of the area to be annexed meeting requirements of the Plat Checklist (included in this application packet).	☑	☐
3. Legal Description (metes and bounds)	☑	☐

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 – PROPERTY INFORMATION
COMPLETE IF A LIMITED LIABILITY COMPANY:

Submittal Date: _____ **Petition No.:** _____

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:	4.03
Existing housing units:	0
Population of acreage to be annexed:	0
Existing Zoning District*:	R-10
Proposed Town Zoning District*:	R-10 Fire District: N/A, CTD6 PLANNING AREA
Reason for petitioner to annex:	X Receive Town Services
	____ Other (please specify): _____

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

In witness whereof, MTR Properties, LLC a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this 17 day of May, 2022

Name of Limited Liability Company: MTR PROPERTIES, LLC

By: _____
Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

Sworn and subscribed before me, Melissa B. Ray, a Notary Public for the above State and County, this 17th day of, May, 2022.

SEAL — MELISSA B RAY NOTARY PUBLIC HARNETT COUNTY, NC

_____
Notary Public

My Commission Expires: 5/9/2024

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.	The following certification must be placed on the map near a border to allow the map to be sealed: Annexation #_____ I, , Planning Director, Clayton, North Carolina certify this is a true and exact map of annexation adopted the _____ day of _____, _____, by the Town Council. I set my hand and seal to the Town of Clayton, _____. Day/Month/Year _____ Planning Director Signature
14.	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.

MORRIS & RITCHIE ASSOCIATES OF NC, PC
AN AFFILIATE OF MORRIS & RITCHIE ASSOCIATES, INC. WHICH
PROVIDES ENGINEERING, ARCHITECTURE, PLANNING, SURVEYING &
LANDSCAPE ARCHITECTURE THROUGHOUT THE MID-ATLANTIC REGION
AND LANDSCAPE ARCHITECTS

Contiguous Annexation Description – Westpark Subdivision
4.218 Acre Parcel of Land
Clayton Township – Johnston County, North Carolina

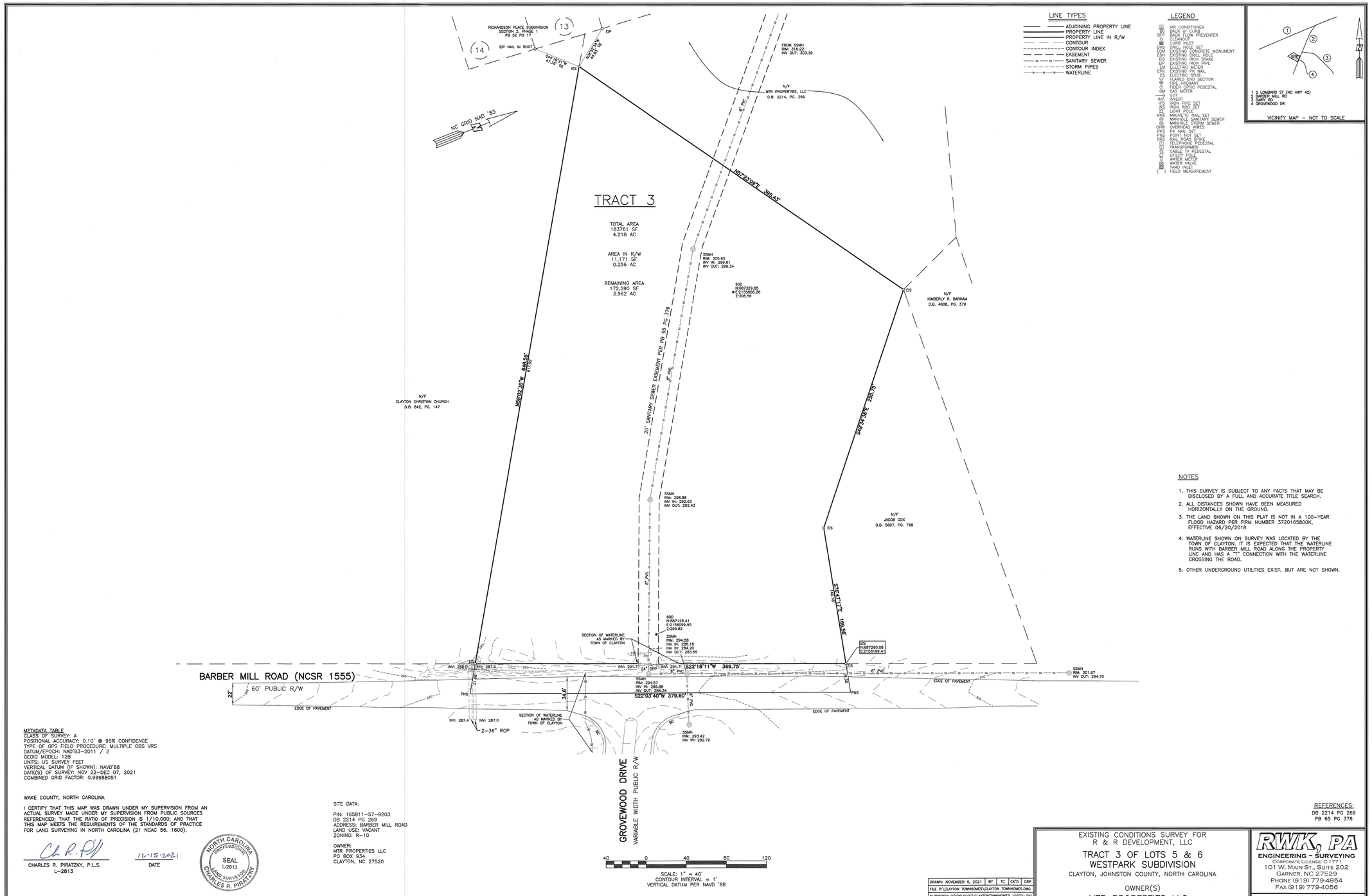
Beginning at a point located on the northerly right-of-way line of Barber Mill Road (SR 1555 – 60 feet wide), said point being designated as "EIS" on the Existing Conditions Survey recorded in plat book among the Land Records of Johnston County, North Carolina, said "EIS" having coordinates of N 687,290.08 E 2,156,199.41. Thence, South 76°47'17" East 29.38 feet to a point in the center of Barber Mill Road; thence, with said centerline, South 22°03'40" West 379.60 feet to a point; thence, leaving the centerline, North 58°02'35" West 31.06 feet to an existing iron stake on the Northerly right-of-way line of Barber Mill Road; thence, leaving said right-of-way line, North 58°02'35" West 617.50 feet to an existing iron stake; thence, North 57°23'09" East 395.43 feet to an existing iron stake; thence, South 49°34'36" East 255.75 feet to an existing iron stake; thence, South 76°47'17" East 169.56 feet to the point of beginning.
Containing an area of 4.218 acres of land, more or less.

Subject to any and all matters of which a current title package would disclose, including but not limited to the right-of-way of the aforementioned Barber Mill Road.

For further description see map entitled "EXISTING CONDITIONS SURVEY PREPARED BY R&R DEVELOPMENT, LLC" prepared by RWK, PA.



5605 Chapel Hill Road, Suite 112, Raleigh, NC 27607 (984) 200-2103 www.mragta.com
Abingdon, MD (410) 515-9000 ✦ Baltimore, MD (443) 490-7201 ✦ Laurel, MD (410) 792-9792 ✦ Towson, MD (410) 821-1690 ✦ Georgetown, DE (302) 855-5734 ✦ New Castle, DE (302) 326-2200 ✦ Leesburg, VA (703) 994-4047 ✦ Raleigh, NC (984) 200-2103



LINE TYPES

- ADJOINING PROPERTY LINE
- PROPERTY LINE
- PROPERTY LINE IN R/W
- CONTOUR
- CONTOUR INDEX
- EASEMENT
- SANITARY SEWER
- STORM PIPES
- WATERLINE

LEGEND

AC	AIR CONDITIONER
BC	BACK OF CURB
BFP	BACK FLOW PREVENTER
CO	CLEANOUT
CI	CURB INLET
DHS	DRILL HOLE SET
ECM	EXISTING CONCRETE MONUMENT
EDH	EXISTING DRILL HOLE
EIS	EXISTING IRON STAKE
EIP	EXISTING IRON PIPE
EM	ELECTRIC METER
EP	ELECTRIC PEDESTAL
ES	ELECTRIC STUB
FES	FLARED END SECTION
FH	FIRE HYDRANT
FO	FIBER OPTIC PEDESTAL
GM	GAS METER
G	GUY
INV	INVERT
IPS	IRON PIPE SET
IRS	IRON ROD SET
LP	LIGHT POLE
MNS	MAGNETIC NAIL SET
MH	MANHOLE SANITARY SEWER
MH	MANHOLE STORM SEWER
OHW	OVERHEAD WIRES
PKS	PK NAIL SET
PNS	POINT NOT SET
RRS	RAIL ROAD SPIKE
SP	SPRINKLER PEDESTAL
TP	TRANSFORMER PAD
TV	CABLE TV PEDESTAL
UP	UTILITY POLE
WM	WATER METER
WV	WATER VALVE
YI	YARD INLET
( )	FIELD MEASUREMENT

VICINITY MAP – NOT TO SCALE

NOTES

1. THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
2. ALL DISTANCES SHOWN HAVE BEEN MEASURED HORIZONTALLY ON THE GROUND.
3. THE LAND SHOWN ON THIS PLAT IS NOT IN A 100-YEAR FLOOD HAZARD PER FIRM NUMBER 3720165800K, EFFECTIVE 06/20/2018
4. WATERLINE SHOWN ON SURVEY WAS LOCATED BY THE TOWN OF CLAYTON. IT IS EXPECTED THAT THE WATERLINE RUNS WITH BARBER MILL ROAD ALONG THE PROPERTY LINE AND HAS A "T" CONNECTION WITH THE WATERLINE CROSSING THE ROAD.
5. OTHER UNDERGROUND UTILITIES EXIST, BUT ARE NOT SHOWN.

METADATA TABLE
CLASS OF SURVEY: A
POSITIONAL ACCURACY: 0.10' @ 95% CONFIDENCE
TYPE OF GPS FIELD PROCEDURE: MULTIPLE OBS VRS
DATUM/EPOCH: NAD'83-2011 / 2
GEOID MODEL: 12B
UNITS: US SURVEY FEET
VERTICAL DATUM (IF SHOWN): NAVD'88
DATE(S) OF SURVEY: NOV 22-DEC 07, 2021
COMBINED GRID FACTOR: 0.99988051

WAKE COUNTY, NORTH CAROLINA

I CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION FROM PUBLIC SOURCES REFERENCED; THAT THE RATIO OF PRECISION IS 1/10,000; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56. 1600).

CHARLES R. PIRATZKY, P.L.S.
L-2813

12.15.2021
DATE

NORTH CAROLINA PROFESSIONAL SEAL L-2813 LAND SURVEYOR CHARLES R. PIRATZKY

SITE DATA:

PIN: 165811-57-9203
DB 2214 PG 269
ADDRESS: BARBER MILL ROAD
LAND USE: VACANT
ZONING: R-10

OWNER:
MTR PROPERTIES LLC
PO BOX 934
CLAYTON, NC 27520

REFERENCES:
DB 2214 PG 269
PB 65 PG 376

DRAWN: NOVEMBER 5, 2021	BY	TC	CK'D	CRP
FILE P:\CLAYTON TOWNHOMES\CLAYTON TOWNHOMES.DWG				
SURVEYED: Q:\FIELDLOC\CLAYTONTOWNHOMES 102721.TXT Q:\FIELDLOC\CLAYTONTOWNHOMES.TXT Q:\FIELDLOC\CLAYTONTOWNHOMESGPS.TXT				

EXISTING CONDITIONS SURVEY FOR
R & R DEVELOPMENT, LLC

TRACT 3 OF LOTS 5 & 6
WESTPARK SUBDIVISION
CLAYTON, JOHNSTON COUNTY, NORTH CAROLINA

OWNER(S)
MTR PROPERTIES LLC

RWK, PA
ENGINEERING ~ SURVEYING
CORPORATE LICENSE: C-1771
101 W. MAIN ST., SUITE 202
GARNER, NC 27529
PHONE (919) 779-4854
FAX (919) 779-4056

SHEET 1 OF 1

PUBLIC NOTICE

The Clayton Town Council has called a public hearing at 6:00 PM on September 19, 2022, at Town Hall, 111 E. Second Street, on the question of annexing the following described contiguous requested by annexation petition(s) 2022-112-ANX Barber Mill Townhomes Annexation filed pursuant to G.S. 160A-31

The area(s) proposed for annexation are described as the following: Lying and being in Clayton Township, Johnston County, North Carolina and being more particularly described as follows:

2022-112-ANX Barber Mill Townhome:
4.218 Acres of contiguous real property located at Barber Mill Road and Grovewood Drive into the town limits of Clayton. Deed book: 2214 Page 269

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

Heidi Holland, CMC, NCCMC
Town Clerk
Town of Clayton
919-553-5002 ext. 5301

_____
The Johnstonian Newspaper

Please advertise on the following date:

September 7th, 2022

Affidavit of publication required.

TOWN OF CLAYTON
RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION PURSUANT TO NC G.S. 160A-31

RESOLUTION 2022-59

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

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

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

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

SECTION 1. A public hearing on the question of annexation of the area described herein will be held at the Clayton Town Hall, Chambers, at 6:00 p.m. on Monday, September 19, 2022.

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

Applicant is seeking to annex +- 4.218 Acres on contiguous real property into the town limits of Clayton. Current zoning is Single-Family-Residential 10 (R-10)

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

Duly adopted this 6th day of September 2022, while in regular session.

_____
Jody L. McLeod,
Mayor

ATTEST:

_____
Sherry L. Scoggins, MMC
Town Clerk

Annexation Petition: 2022-112-ANX Barber Mill Townhomes

Town Council Agenda Cover Sheet

Meeting Date
September 6, 2022

Agenda Location
Consent Agenda

Item Title
Approved Positions

Presenter:
Robert McKie, Finance Director

Summary/Description
Amendment to correct the authorized position count listed in Section 8 of the adopted budget ordinance for FY 22-23 due to the inadvertent omission of previously approved positions, including the recently approved school resource officer, in conjunction with providing a count breakdown for position classifications. This amendment is required for compliance with G.S. 159-15.

Requested Action
Approval

Funding Source (If Applicable):
Click or tap here to enter text.

Cost: **Yes** ☐ **No** ☐

Additional Documents to be Included in Agenda Packet
FY 2022-2023 Budget Ordinance Amendment – Section 8 Position Count

Meeting Timeline
Click or tap here to enter text.

Ordinance #2022-09-03

Town of Clayton
Amendment to the FY 22-23 Budget

BE IT HEREBY ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON that the following amendment shall be made to Section 8 in the Fiscal Year 2022-2023 Adopted Budget Ordinance:

Section 8 previously read: There are hereby five (5) new positions approved for Fiscal Year 2022-2023. ~~Authorized positions will increase to 288 full-time and 98 part-time~~. New position authorizations are initially established by the annual budget ordinance and changes authorized by the Town Manager to this schedule may occur during the fiscal year as reclassifications of authorizations to meet the changing needs of the organization.

Section 8 shall now read: There are hereby six (6) new positions approved for Fiscal Year 2022-2023. Authorized position totals are as follows: 6 elected officials, 289 full-time, 13 permanent part-time, 2 full-time apprentices, 5 interns, and a pool of seasonal/roster workers as needed to support operations. New position authorizations are initially established by the annual budget ordinance and changes authorized by the Town Manager to this schedule may occur during the fiscal year as reclassifications of authorizations to meet the changing needs of the organization.

Duly adopted this ____ day of _____, 2022 while in regular session.

_____
Jody L. McLeod
Mayor

Attest:

_____
Heidi L. Holland, CMC, NCCMC
Town Clerk

Town Council Agenda Cover Sheet

Meeting Date
September 6, 2022

Agenda Location
Consent Agenda

Item Title
Resolution 2022-60 to Accept Public Utilities into the Town of Clayton Public Utility System for Maintenance – Cameron Crossing, Phases 2 & 3

Presenter:
Jonathan K. Jacobs, PE – Assistant Town Engineer

Summary/Description
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. A one-year warranty period for the subject public utilities expired on February 12, 2022 and additional repairs were made prior to a final acceptance inspection by Engineering staff. Engineering staff recommends final acceptance of the subject public utility infrastructure into the Town of Clayton Public Utility System for maintenance.

Requested Action
Approval

Funding Source (If Applicable):
N/A

Cost: **N/A** **Yes** ☐ **No** ☒

Additional Documents to be Included in Agenda Packet
Resolution

Meeting Timeline
Click or tap here to enter text.

Resolution #2022-60

RESOLUTION TO ACCEPT PUBLIC UTILITIES INTO THE TOWN OF CLAYTON PUBLIC UTILITY SYSTEM FOR MAINTENANCE – CAMERON CROSSING, PHASES 2 & 3

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

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

WHEREAS, the public utility segments listed below were placed under a warranty period for one-year to monitor for construction deficiencies, which expired on February 12, 2022; and

WHEREAS, Town of Clayton Engineering staff has inspected the public utility segments listed below on August 22, 2022, and recommends final acceptance by Town Council for operation and maintenance by the Town and;

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

SUBDIVISION	LOCATION DESCRIPTION	UTILITY TYPE AND SIZE	LENGTH
Cameron Crossing, Ph 2 & 3	Enterprise Drive	8” Waterline	828.00
Cameron Crossing, Ph 2 & 3	Liam Street	8” Waterline	20.00
Cameron Crossing, Ph 2 & 3	Liam Street	6” Waterline	640.00
Cameron Crossing, Ph 2 & 3	Enterprise Drive	8” Sanitary Sewer	805.00
Cameron Crossing, Ph 2 & 3	Liam Street	8” Sanitary Sewer	468.00
		TOTAL	2,761.00LF

Duly adopted this the 6th day of September 2022

_____
Jody McLeod
Mayor

ATTEST:

_____
Heidi L. Holland, CMC, NCCMC
Town Clerk

Town Council Agenda Cover Sheet

Meeting Date
September 6, 2022

Agenda Location
Consent Agenda

Item Title
Resolution 2022-61 to Accept Public Utilities into the Town of Clayton Public Utility System for Maintenance – Parkview Subdivision, Phases 4 & 6

Presenter:
Jonathan K. Jacobs, PE – Assistant Town Engineer

Summary/Description
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. A one-year warranty period to monitor for construction deficiencies for the subject public utilities has expired. Engineering staff recommends final acceptance of the subject public utility infrastructure into the Town of Clayton Public Utility System for maintenance.

Requested Action
Approval

Funding Source (If Applicable):
N/A

Cost: **N/A** **Yes** ☐ **No** ☒

Additional Documents to be Included in Agenda Packet
Resolution

Meeting Timeline
Click or tap here to enter text.

Resolution #2022-61

RESOLUTION TO ACCEPT PUBLIC UTILITIES INTO THE TOWN OF CLAYTON PUBLIC UTILITY SYSTEM FOR MAINTENANCE – PARKVIEW SUBDIVISION, PHASES 4 & 6

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

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

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

WHEREAS, Town of Clayton Engineering staff has inspected the public utility segments listed and recommends final acceptance by Town Council for operation and maintenance by the Town and;

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

SUBDIVISION	LOCATION DESCRIPTION	UTILITY TYPE AND SIZE	LENGTH
Parkview, Phases 4 & 6	Cullen Court	6-Inch PVC Water Line	864.00
Parkview, Phases 4 & 6	Cullen Court	6-Inch DIP	72.00
Parkview, Phases 4 & 6	Cullen Court	8-Inch SDR-35 Sewer	873.00
		TOTAL	**1,809.00LF**

Duly adopted this the 6th day of September 2022.

_____
Jody McLeod
Mayor

ATTEST:

_____
Heidi L. Holland, CMC, NCCMC
Town Clerk

Town Council Agenda Cover Sheet

Meeting Date
September 6, 2022

Agenda Location
Consent Agenda

Item Title
Resolution 2022-62 to Accept Streets into the Town of Clayton Street System for Maintenance – Parkview Subdivision, Phases 8 & 9

Presenter:
Jonathan K. Jacobs, PE - Assistant Town Engineer

Summary/Description
Streets and rights-of-way are required to be designed and built according to the Town of Clayton Manual of Standards, Specifications, and Design. The subject streets have been verified through inspections to have been installed per the Town's Manual of Standards, Specifications, and Design. Engineering staff recommends acceptance of the subject streets and entering the one-year warranty period. Upon final acceptance, the subject streets are eligible for funding through NCDOT's Powell Bill Program.

Requested Action
Approval

Funding Source (If Applicable):
N/A

Cost: **N/A** **Yes** ☐ **No** ☒

Additional Documents to be Included in Agenda Packet
Resolution

Meeting Timeline
Click or tap here to enter text.

Resolution #2022-62

RESOLUTION TO ACCEPT STREETS INTO THE TOWN OF CLAYTON STREET SYSTEM FOR MAINTENANCE – PARKVIEW, PHASES 8 & 9

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 public street segments listed below were placed under a warranty period for one-year to monitor for construction deficiencies which has expired; and

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

NOW, THEREFORE, BE IT RESOLVED Town of Clayton Engineering staff has inspected the public street segments listed and recommends final acceptance by Town Council for this list of streets and right-of-way into the Town of Clayton Street System.

SUBDIVISION	STREET NAME	BEGINNING DESCRIPTION	END DESCRIPTION	LENGTH
Parkview, Phases 8 & 9	Forsyth Parkway	Phase Line	Cul-de-sac	600.00
Parkview, Phases 8 & 9	Griffith Place	Forsyth Parkway	Crawford Parkway	380.00
Parkview, Phases 8 & 9	Crawford Parkway	Phase Line	Phase Line	232.00
			TOTAL	0.23mi

Duly adopted this the 6th day of September 2022.

_____
Jody McLeod
Mayor

ATTEST:

_____
Heidi L. Holland, CMC, NCCMC
Town Clerk

Town Council Agenda Cover Sheet

Meeting Date
September 6, 2022

Agenda Location
Consent Agenda

Item Title
Resolution 2022-63 to Accept Public Utilities into the Town of Clayton Public Utility System for Maintenance – Parkview Subdivision, Phases 8 & 9

Presenter:
Jonathan K. Jacobs, PE – Assistant Town Engineer

Summary/Description
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. A one-year warranty period to monitor for construction deficiencies for the subject public utilities has expired. Engineering staff recommends final acceptance of the subject public utility infrastructure into the Town of Clayton Public Utility System for maintenance.

Requested Action
Approval

Funding Source (If Applicable):
N/A

Cost: **N/A** **Yes** ☐ **No** ☒

Additional Documents to be Included in Agenda Packet
Resolution

Meeting Timeline
Click or tap here to enter text.

Resolution #2022-63

RESOLUTION TO ACCEPT PUBLIC UTILITIES INTO THE TOWN OF CLAYTON PUBLIC UTILITY SYSTEM FOR MAINTENANCE – PARKVIEW SUBDIVISION, PHASES 8 & 9

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

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

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

WHEREAS, Town of Clayton Engineering staff has inspected the public utility segments listed and recommends final acceptance by Town Council for operation and maintenance by the Town and;

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

SUBDIVISION	LOCATION DESCRIPTION	UTILITY TYPE AND SIZE	LENGTH
Parkview, Phases 8 & 9	Forsyth Parkway	6-Inch Water Line	588.00
Parkview, Phases 8 & 9	Griffith Place	6-Inch Water Line	375.00
Parkview, Phases 8 & 9	Forsyth Parkway	8-Inch Sewer	387.00
Parkview, Phases 8 & 9	Griffith Place	8-Inch Sewer	385.00
Parkview, Phases 8 & 9	Crawford Parkway	6-Inch Water Line	265.00
Parkview, Phases 8 & 9	Crawford Parkway	8-Inch Sewer	148.00
Parkview, Phases 8 & 9	Outfall Sewer	8-Inch Sewer	493.00
		Total	2,641.00 LF

Duly adopted this the 6th day of September 2022.

_____
Jody McLeod
Mayor

ATTEST:

_____
Heidi L. Holland, CMC, NCCMS
Town Clerk

Town Council Agenda Cover Sheet

Meeting Date
September 6, 2022

Agenda Location
Consent Agenda

Item Title
Resolution 2022-64 to Accept Public Utilities into the Town of Clayton Public Utility System for Maintenance – Parkview Subdivision, Phases 10 & 11

Presenter:
Jonathan K. Jacobs, PE – Assistant Town Engineer

Summary/Description
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. A one-year warranty period to monitor for construction deficiencies for the subject public utilities has expired. Engineering staff recommends final acceptance of the subject public utility infrastructure into the Town of Clayton Public Utility System for maintenance.

Requested Action
Approval

Funding Source (If Applicable):
N/A

Cost: **N/A** **Yes** ☐ **No** ☒

Additional Documents to be Included in Agenda Packet
Resolution

Meeting Timeline
Click or tap here to enter text.

Resolution #2022-64

RESOLUTION TO ACCEPT PUBLIC UTILITIES INTO THE TOWN OF CLAYTON PUBLIC UTILITY SYSTEM FOR MAINTENANCE – PARKVIEW SUBDIVISION, PHASES 10 & 11

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

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

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

WHEREAS, Town of Clayton Engineering staff has inspected the public utility segments listed and recommends final acceptance by Town Council for operation and maintenance by the Town and;

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

SUBDIVISION	LOCATION DESCRIPTION	UTILITY TYPE AND SIZE	LENGTH
Parkview, Phases 10 & 11	Crawford Parkway	6-Inch Water Line	599.00
Parkview, Phases 10 & 11	Crawford Parkway	8-Inch Sewer	1,209.00
		Total	1,808.00 LF

Duly adopted this the 6th day of September 2022.

_____
Jody McLeod
Mayor

ATTEST:

_____
Heidi L. Holland, CMC, NCCMC
Town Clerk

Town Council Agenda Cover Sheet

Meeting Date
September 6, 2022

Agenda Location
Public Hearings

Item Title
2022-69-RZ Jason & Vilamon Carroll Rezoning

Presenter: Aaron Prichard, Planner II

Summary/Description
Rezoning of property located at 906 E Main St from Highway Business (B-3) to Central Business (B-1).

Requested Action
Approval/Denial

Funding Source (If Applicable):
N/A

Cost: **N/A** **Yes** ☐ **No** ☒

Additional Documents to be Included in Agenda Packet
Application
Neighborhood Meeting Materials
Survey
Staff Report Maps

Meeting Timeline
Planning Board: July 25, 2022
Town Council: August 15, 2022 (CONTINUED)
Town Council: September 6, 2022

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

Planning Board: 07/25/2022
Town Council: 08/15/2022 (CONTINUED)
Town Council: 09/06/2022

STAFF REPORT

Application Number: 2022-69-RZ
Project Name: Jason & Vilamon Carroll – Rezoning

TAG #: 05008014
Town Limits/ETJ: Town Limits
Applicant: Alsey J. Gilbert PLS, and Vilamon Carroll
Owners: Jason & Vilamon Carroll
Location: 906 E Main St, Clayton, NC 27520
Project Planner: Aaron Prichard, Planner II

Public Noticing Dates:

- **Neighborhood Meeting:** July 11, 2022
- **Sign posted:** July 14, 2022
- **PB Adjacent Property Letters Mailed:** July 15, 2022
- **TC Adjacent Property Letters Mailed:** July 26, 2022
- **Newspaper Advertisement Publication:** August 3 & August 10, 2022

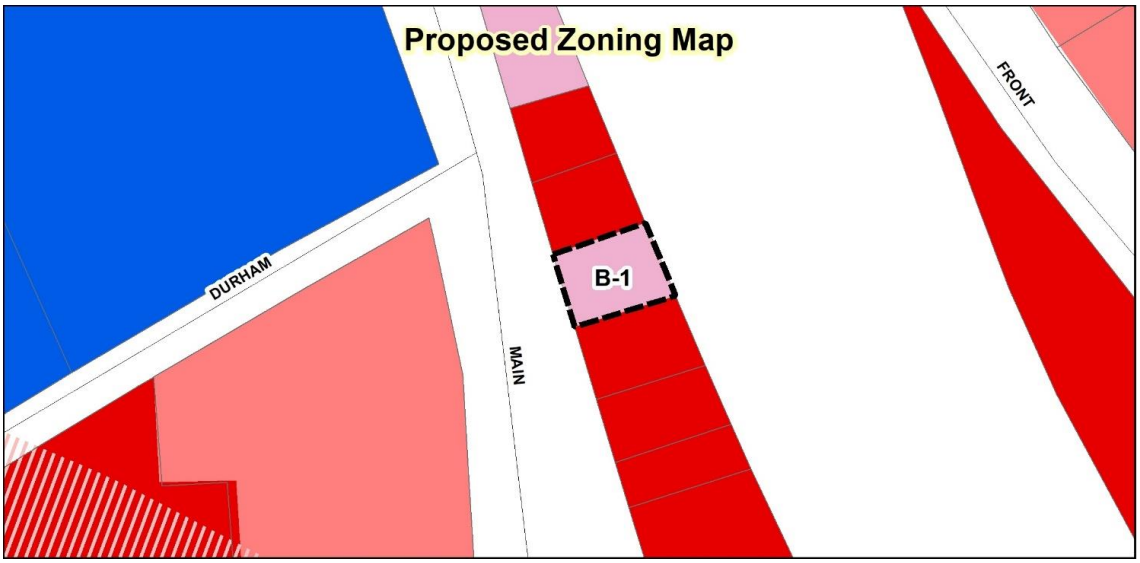
REQUEST: Rezoning from Highway Business (B-3) to Central Business (B-1).



SITE DATA:
Acreage: +/- 0.077 acres
Existing Use: Vacant

ADJACENT ZONING AND LAND USES:

Direction	Zoning	Existing Use
North	B-3 (Highway Business)	Vacant
South	B-3 (Highway Business), Downtown Overlay	Vacant
East	North Carolina Railroad	Right-of-Way
West	East Main Street	Right-of-Way



STAFF ANALYSIS AND COMMENTARY:

Overview

The site is within the Clayton Municipal Limits and falls within the Downtown Overlay zoning district. The site contains an unoccupied Single-Family Detached home and is located along East Main Street near the intersection with Durham Street. The applicant is requesting to rezone this lot from Highway Business (B-3) to Central Business (B-1) to enable the property owner to use the property for a personal service business. The applicant has not submitted any plans to develop the property at this time. The parcel is nonconforming per UDC § 155.110(C), as it is only about 3,354 square feet and the minimum parcel size for B-3 zones is 8,000 square feet. It is also only about 50 feet wide at the front setback line and B-3 zoning requires at least 60 feet. During a pre-application meeting with the applicant on January 4, 2022 it was discovered that the applicant could not meet the dimensional standards of the B-3 zoning district without obtaining a series of variances. Under B-1, there are no requirements for minimum lot area, minimum lot width, minimum setbacks, maximum building coverage, or maximum impervious surface percentage. Granting this rezone would therefore remove the nonconforming lot status for this site.

As you can see on the Proposed Zoning Map above, if granted, this lot would create a B-1 island surrounded by parcels zoned B-3. This would technically be a spot zone. While not illegal, spot zoning is generally considered bad practice. Therefore, Planning staff cannot officially endorse the rezoning at this time. Staff would like to point out that the parcel directly north of the Carroll property is Town-owned and is currently under a petition to rezone the lot from B-3 to Public Facilities (PF). The next parcel north (902 E Main St) held a Pre-Application meeting on August

2, however staff discouraged them from seeking a rezone based on the determination that their use would not be allowed under their new zoning district. Staff does not believe that property owner will seek a rezone, so this site will likely remain a B-1 island.

Consistency with the Comprehensive Growth Plan 2045

The Future Land Use Map identifies this area as "Downtown Support" (see map below). Page 20 of the Comprehensive Growth Plan states that Downtown Support areas provide for "housing options and non-residential uses located in close proximity to the Downtown Core, often providing a transition to the Downtown Neighborhood or other lower intensity character uses" and are "designed to allow a variety of medium to higher-density housing types in tandem with smaller-scale retail and office uses that support and foster growth of the Downtown Core." These guidelines are consistent with the purpose and function of B-1 zoning, as stated above. The rezoning request would be consistent with the Downtown Support Future Land Use designation.

Comprehensive Growth Plan Goals supporting the rezoning request include:

Goal LU 1: Preserve Clayton's character while allowing for growth and development in appropriate areas.

Policy LU 1.5: Protect and enhance the historic downtown character while promoting quality redevelopment and infill.

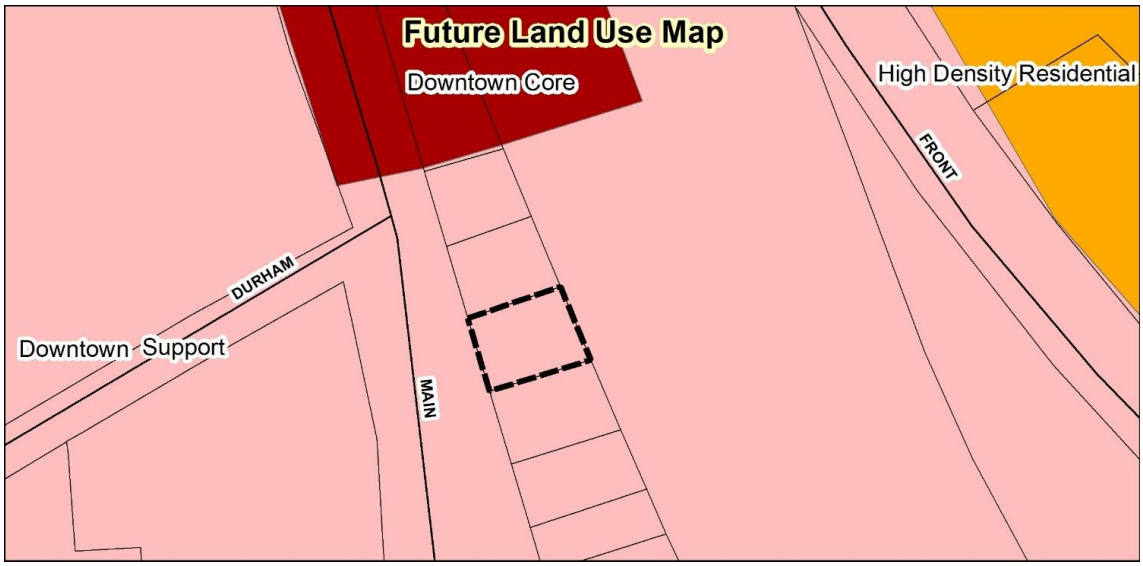
Strategy LU 1.5.1: Implement the Goals, Policies, and Strategies of the Downtown Chapter of this Plan.

Goal DT 1: Promote quality adaptive re-use, and infill development project Downtown while preserving historic character.

Policy DT 1.1: Utilize and enhance the existing regulations, design review and approval process to promote attractive, compatible development Downtown.

Strategy DT 1.1.1: Continue to use the Unified Development Code (UDC) to set standards for the design of development and consider modifications to encourage flexibility while preserving the character of different parts of Downtown.

>> Regulate signage, setbacks, dimensional requirements, parking and street improvements for new development by utilizing the Downtown Overlay District.



PLANNING BOARD RECOMMENDATION:

The Planning Board has recommended approval of the proposed rezone, however, that action occurred prior to the Pre-Application meeting with the property located to the north at 902 E. Main Street.

STAFF RECOMMENDATION:

Staff makes no formal recommendation on the proposed rezoning request. Staff believes there are several factors to consider and would like to present them as clearly as possible for the Town Council so they may take action after weighing all relevant factors.

ATTACHMENTS:

1) Application
2) Neighborhood Meeting Materials
3) Survey
4) Staff Report Maps

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

REZONING APPLICATION

☑ Standard Rezoning Fee: $500.00
☐ Planned Development Rezoning Fee: $1,000 + $5.00 per acre
☑ Advertisement Fee: $200.00

SITE INFORMATION

Name of Project: Jason & Vilamon Carroll

Acreage of Property: 0.07 Acres **Zoning District:** B-3

County Tag #: 05008014 **NC Pin #:** 166806-29-9537

Address/Location: 906 E. Main St.

Existing Zoning District: B-3 **Proposed Zoning District:** B-1

APPLICANT INFORMATION

Applicant: Alsey J. Gilbert PLS

Mailing Address: 442 ½ E. Main St Clayton NC 27520

Phone Number: 919-422-4838 **Fax:**

Contact Person:

Email Address: alseygilbert@ymail.com

PROPERTY OWNER INFORAMTION

Name: Jason & Vilamon Carroll

Mailing Address: 210 Idyndfall Lane

Phone Number: ~~OF~~ **Fax:**

Email Address:

OFFICE USE ONLY

Date Received: RECEIVED MAY 01 2022 TOWN OF CLAYTON PLANNING DEPARTMENT

Amount Paid: $700.00 PAID

File Number:

EXPLANATION OF PROJECT

Please provide detailed information concerning all requests. Attach additional sheets if necessary.

Rezone from B-3 to B-1

APPROVAL CRITERIA

All applications for a Rezoning must address the following findings:

1. Consistency with the adopted plans of the Town.

   Project is a natural progression of Downtown

2. Suitability of the subject property for uses permitted by the current vs. the proposed district.

   Property is limited due to size ie: Parking & Setbacks
   Makes property more suitable to development

3. Whether the proposed change tends to improve the balance of uses, or meets specific demand in the Town.

   Most properties in area are converting to O-I or B-1

4. The capacity of adequate public facilities and services including schools, roads, recreation facilities, wastewater treatment, potable water supply and stormwater drainage facilities is available for the proposed use.

   ~~Cap~~ Property will meet current uses

5. It has been determined that the legal purposes for which zoning exists are not violated.

   Not in Violation

6. It has been determined that there will be no adverse effect upon adjoining property owners unless such effect can be justified by the overwhelming public good or welfare.

   Property will not affect surrounding uses

7. It has been determined that no one property owner or small group of property owners will benefit materially from the change to the detriment of the general public.

Property change will no be detrimental to the Public

APPLICANT AFFIDAVIT

I/We, the undersigned, do hereby make application and petition to the Town Council of the Town of Clayton to amend the Zoning Ordinance and change the Official Zoning Map of the Town of Clayton as requested.. I hereby certify that I have full legal right to request such action and that the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge. I understand this application, related material and all attachments become official records of the Planning Department of the Town of Clayton, North Carolina, and will not be returned.

Vilamm Carroll	VCarroll	April 1 2022
Print Name	*Signature of Applicant*	*Date*

Jason and Vilamon Carroll
906 E Main Street
Clayton, NC 27520
j.carrolleletric@gmail.com

Dear Clayton Area Property Owner:

The purpose of this letter is to notify you of an application filed with the Town of Clayton for a Rezoning proposal involving property adjacent or near property shown in your ownership by Johnston County tax records. Per Town of Clayton regulations, a Neighborhood meeting will be held to provide information to area residents about the proposal. A representative of the applicant will be present to explain their application, answer questions and solicit comments.

Meeting Date: **July 11th 2022** at **6:30 pm at 906 East Main** St Clayton NC 27520

Purpose of application: Rezoning 906 E. Main St. from B3 to B1

Date of Public Meetings:

Planning board July 25th 2022

Town Council Meeting: TBD

If you have any questions please contact me (Jason Carroll or Vilamon Carroll), 919-559-9780.

ADJACENT PROPERTY OWNERS LIST

Project Name: Jason & Vilamon Carroll

The following are all the persons, firms, or corporations owning property within 100 feet and immediately adjacent to the property (including across street rights of way) subject to this request. Where the subject property immediately adjoins a public or private right-of-way, landscape or riparian buffer, commonly-owned private area, public property, or homeowners' association property, then letters of notification shall be sent to adjoining property owners as if they directly abut the subject property. Please use a separate sheet if necessary

It is the responsibility of the applicant to correctly identify the current owner, based upon records in the Johnston County GIS Office, for all property owners of land within the required public notice radius.

PARCEL NUMBER	NAME	ADDRESS
05008013	Percy & Joyce Lee	2149 Shotwell Rd Clayton NC 27520
05008015	Town of Clayton	P.O. Box 879 Clayton NC 27528
05008008	Charles B Gordon	Po Box 327 Clayton NC 27528
05008016	EDA Rina Fernandez	6053 Beale Rd ~~Clayton NC 2752~~ Raleigh NC 27616
05008007	Sharon E. Underwood	910 E. Main St Clayton NC 27520

NEIGHBORHOOD MEETING ATTENDANCE ROSTER

Project: Rezone B3 to B1, 906 E. Main Street, Clayton, NC 27520

Application:

Location/Date: 906 E Main Street, Clayton NC 27520

	NAME	ADDRESS
1	Nina Fernandez	6053 Beale Road, Raleigh NC 27616
2		
3		
4		
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7		
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9		
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14		
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17		
18		
19		
20		

NEIGHBORHOOD MEETING SUMMARY FORM

FILL OUT THE FOLLOWING:

Application: JASMO Vilamm Carroll

Date of Mailing: June 27th, 2022

Date of Meeting: July 11, 2022 **Time of Meeting:** 6:30 pm

Location of Meeting: 906 E. Main Street, Clayton, NC 27520

I hereby attest that letters were mailed to the addresses listed on the Adjacent Property Owners List (attached) ten days prior to the Neighborhood Meeting, and that all required information was presented at the Meeting:

Printed Name: Vilamm Carroll **Signature:** Vcarroll

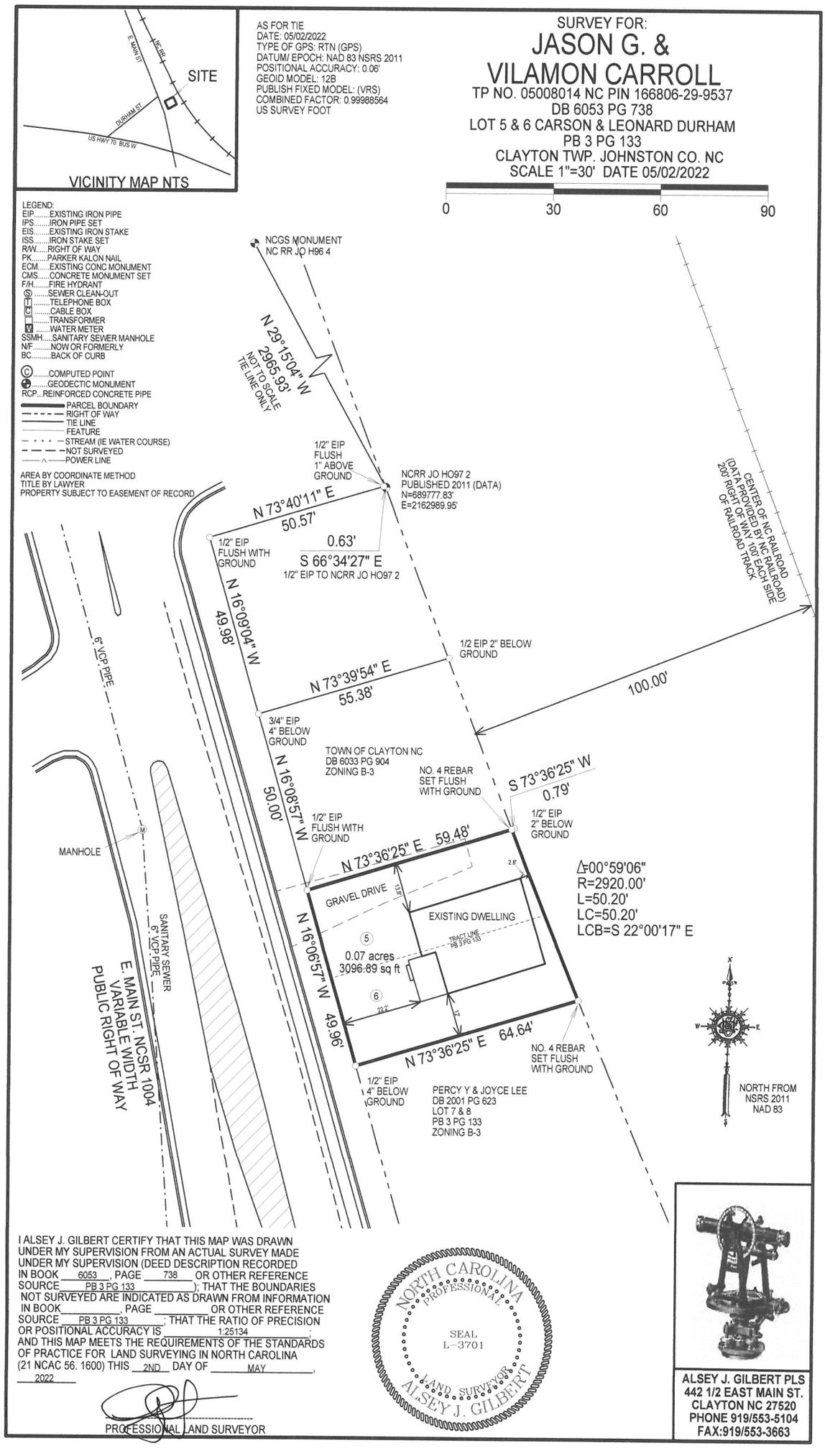
Meeting Summary/Minutes: *provide a summary of the discussion held at the meeting, including issues raised and any resolution discussed, and any changes made to the application as a result of the meeting.*

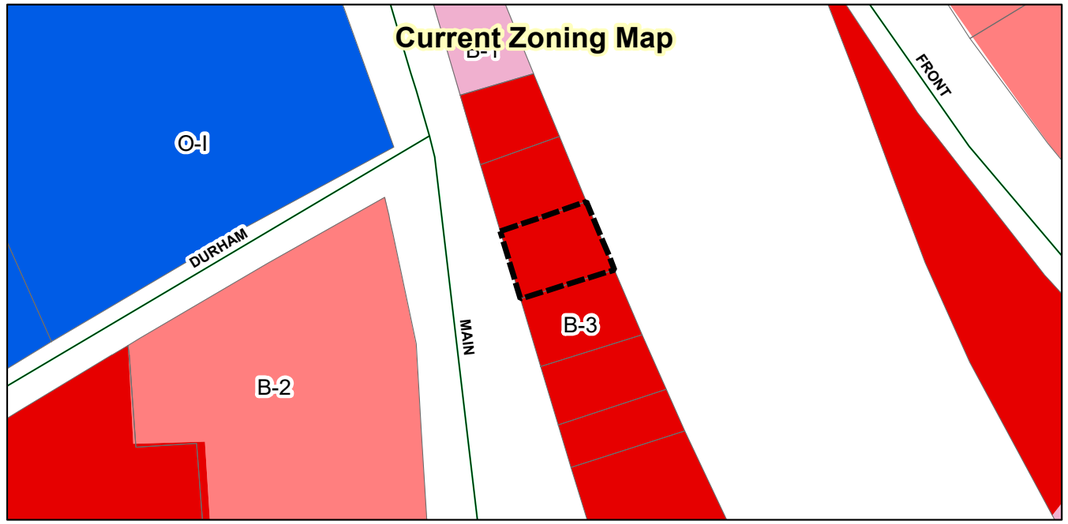
We spoke with Rina Fernandez regarding change of use & rezone from B3 to B1.

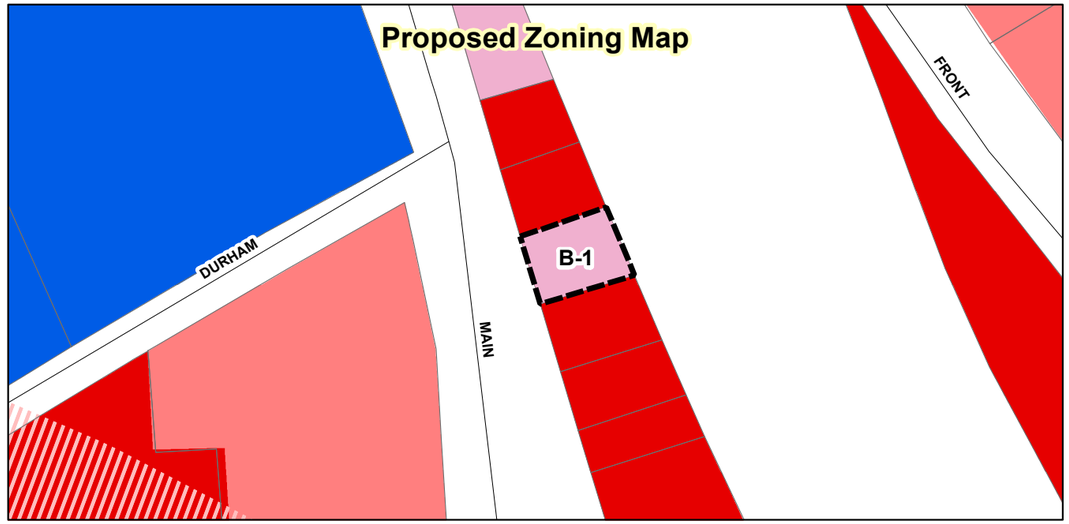
She said she would like to rezone herself. (Rina)
She also asked the process. (Rina)

No issues. Meeting went very well.

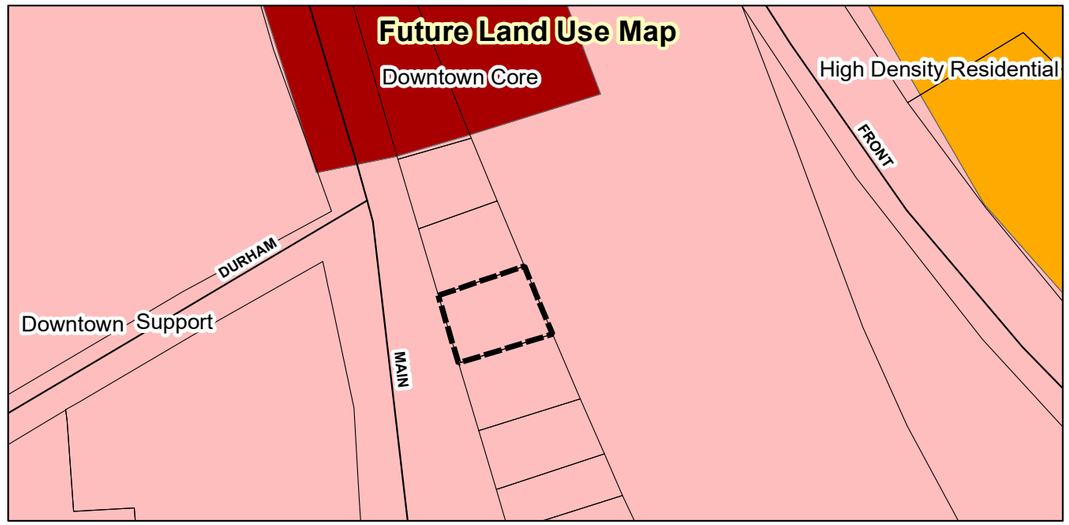
Please write clearly (or submit a typed summary). Use additional sheets if necessary.


VICINITY MAP NTS
E MAIN ST
NC 96
SITE
DURHAM ST
US HWY 70 BUS W
AS FOR TIE
DATE: 05/02/2022
TYPE OF GPS: RTN (GPS)
DATUM/ EPOCH: NAD 83 NSRS 2011
POSITIONAL ACCURACY: 0.06'
GEOID MODEL: 12B
PUBLISH FIXED MODEL: (VRS)
COMBINED FACTOR: 0.99988564
US SURVEY FOOT
SURVEY FOR:
JASON G. &
VILAMON CARROLL
TP NO. 05008014 NC PIN 166806-29-9537
DB 6053 PG 738
LOT 5 & 6 CARSON & LEONARD DURHAM
PB 3 PG 133
CLAYTON TWP. JOHNSTON CO. NC
SCALE 1"=30' DATE 05/02/2022
0
30
60
90
LEGEND:
EIP.....EXISTING IRON PIPE
IPS.....IRON PIPE SET
EIS.....EXISTING IRON STAKE
ISS.....IRON STAKE SET
R/W.....RIGHT OF WAY
PK.....PARKER KALON NAIL
ECM.....EXISTING CONC MONUMENT
CMS.....CONCRETE MONUMENT SET
F/H.....FIRE HYDRANT
S.....SEWER CLEAN-OUT
T.....TELEPHONE BOX
C.....CABLE BOX
.....TRANSFORMER
W.....WATER METER
SSMH.....SANITARY SEWER MANHOLE
N/F.....NOW OR FORMERLY
BC.....BACK OF CURB
C.....COMPUTED POINT
.....GEODECTIC MONUMENT
RCP...REINFORCED CONCRETE PIPE
PARCEL BOUNDARY
RIGHT OF WAY
TIE LINE
FEATURE
STREAM (IE WATER COURSE)
NOT SURVEYED
POWER LINE
AREA BY COORDINATE METHOD
TITLE BY LAWYER
PROPERTY SUBJECT TO EASEMENT OF RECORD
NCGS MONUMENT
NC RR JO H96 4
N 29°15'04" W
2965.93'
NOT TO SCALE
TIE LINE ONLY
1/2" EIP
FLUSH
1" ABOVE
GROUND
NCRR JO HO97 2
PUBLISHED 2011 (DATA)
N=689777.83'
E=2162989.95'
CENTER OF NC RAILROAD
(DATA PROVIDED BY NC RAILROAD)
200' RIGHT OF WAY 100' EACH SIDE
OF RAILROAD TRACK
N 73°40'11" E
50.57'
1/2" EIP
FLUSH WITH
GROUND
0.63'
S 66°34'27" E
1/2" EIP TO NCRR JO HO97 2
N 16°09'04" W
49.98'
6" VCP PIPE
1/2 EIP 2" BELOW
GROUND
N 73°39'54" E
55.38'
100.00'
3/4" EIP
4" BELOW
GROUND
TOWN OF CLAYTON NC
DB 6033 PG 904
ZONING B-3
NO. 4 REBAR
SET FLUSH
WITH GROUND
S 73°36'25" W
0.79'
N 16°08'57" W
50.00'
1/2" EIP
FLUSH WITH
GROUND
1/2" EIP
2" BELOW
GROUND
MANHOLE
N 73°36'25" E 59.48'
Δ=00°59'06"
R=2920.00'
L=50.20'
LC=50.20'
LCB=S 22°00'17" E
GRAVEL DRIVE
EXISTING DWELLING
TRACT LINE
PB 3 PG 133
0.07 acres
3096.89 sq ft
5
6
N 16°06'57" W
49.96'
N 73°36'25" E 64.64'
NO. 4 REBAR
SET FLUSH
WITH GROUND
1/2" EIP
4" BELOW
GROUND
PERCY Y & JOYCE LEE
DB 2001 PG 623
LOT 7 & 8
PB 3 PG 133
ZONING B-3
SANITARY SEWER
6" VCP PIPE
E. MAIN ST. NCSR 1004
VARIABLE WIDTH
PUBLIC RIGHT OF WAY
NORTH FROM
NSRS 2011
NAD 83
I ALSEY J. GILBERT CERTIFY THAT THIS MAP WAS DRAWN
UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE
UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED
IN BOOK 6053, PAGE 738 OR OTHER REFERENCE
SOURCE PB 3 PG 133); THAT THE BOUNDARIES
NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION
IN BOOK_____, PAGE _____ OR OTHER REFERENCE
SOURCE PB 3 PG 133; THAT THE RATIO OF PRECISION
OR POSITIONAL ACCURACY IS 1:25134;
AND THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS
OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA
(21 NCAC 56. 1600) THIS 2ND DAY OF MAY,
2022
PROFESSIONAL LAND SURVEYOR
NORTH CAROLINA
PROFESSIONAL
SEAL
L-3701
LAND SURVEYOR
ALSEY J. GILBERT
ALSEY J. GILBERT PLS
442 1/2 EAST MAIN ST.
CLAYTON NC 27520
PHONE 919/553-5104
FAX:919/553-3663









Request:
2022-69-RZ, to Rezone a parcel from Highway Business (B-3) to Central Business (B-1)

Applicant: Vilamon Carroll
Property Owners: Jason & Vilamon Carroll
Tag #: 05008014

Site

N

Staff Report Map
Prepared by: TOC Planning Department
July 15, 2022

Disclaimer: Town of Clayton assumes no legal responsibility for the quality fo the data represented here.

Document Path: O:\PLANNING\REZONING\Rezoning\2022\2022-69-RZ Jason & Vilamon Carroll\Staff Report Maps\Staff Report Map - 2022-69-RZ Jason & Vilamon Carroll.mxd

TOWN OF CLAYTON

ZONING MAP AMENDMENT

CONSISTENCY AND REASONABLENESS STATEMENT

[2022-69-RZ Jason & Vilamon Carroll Rezoning]
(Parcel TAG #: 05008014)

The Town Council of the Town of Clayton hereby states:

Section 1: The above referenced zoning map amendment IS APPROVED.

Section 2: The above referenced zoning map amendment IS REASONABLE and in the public interest because of the site's location within the Downtown Overlay Zoning District and Downtown Support Future Land Use category, along with its current nonconforming lot status, which would be removed by granting the rezone.

Section 3: The above referenced zoning map amendment IS CONSISTENT with:

The Comprehensive Growth Plan 2045, specifically:

- Goal LU 1: Preserve Clayton's character while allowing for growth and development in appropriate areas.
    - Policy LU 1.5: Protect and enhance the historic downtown character while promoting quality redevelopment and infill.
        - Strategy LU1.5.1: Implement the Goals, Policies, and Strategies of the Downtown Chapter of this Plan.
- Goal DT 1: Promote quality adaptive re-use, and infill development projects Downtown while preserving historic character.
    - Policy DT 1.1: Utilize and enhance the existing regulations, design review and approval process to promote attractive, compatible development Downtown.
        - Strategy DT 1.1.1: Continue to use the Unified Development Code (UDC) to set standards for the design of development and consider modifications to encourage flexibility while preserving the character of different parts of Downtown.
          >> Regulate signage, setbacks, dimensional requirements, parking and street improvements for new development by utilizing the Downtown Overlay District.

The requested zoning map amendment is consistent with the above referenced goal from the Comprehensive Growth Plan 2045. The proposed action seeks to amend the zoning map for the above-referenced parcels to change the zoning district from Residential-Estate (R-E) to Office-Institutional (O-I).

PPAB 2574608v3

Section 4: Based upon information presented at the public hearings and by the applicant, and based upon the recommendations and detailed information developed by staff and the Planning Board contained in the staff report, and considering the criteria applicable sections of the Unified Development Code of the Town of Clayton, specifically

that the zoning map amendment is consistent with Chapter 155 of the Town of Clayton's Code of Ordinances and the Comprehensive Growth Plan 2045.

Ordinance #2022-08-08

AN ORDINANCE AMENDING THE ZONING ORDINANCE AND ZONING MAP OF THE TOWN OF CLAYTON, NORTH CAROLINA

WHEREAS a petition has been filed with the Town Council of the Town of Clayton requesting an amendment to the Zoning Ordinance and Zoning Map of the Town of Clayton to include in the Central-Business (B-1) zone the property described below, said property formerly being zoned Highway-Business (B-3); and

WHEREAS said property is owned by Jason and Vilamon Carroll; and

WHEREAS the Planning Board of the Town of Clayton has reviewed the proposed change(s) and made a recommendation thereupon; and

WHEREAS the requested Zoning Map Amendment was advertised in accordance with all requirements of the law; and

WHEREAS a notice of the proposed zoning classification action was mailed to the owner(s) of the parcel(s) of land involved, as shown on the County Tax Listings, and to the owners of all parcels of land abutting that (those) parcel(s) of land and within 100 feet of the subject parcel(s) of land, as shown on the County Tax Listings, by depositing a copy of the same in the United States Mail, first class postage paid, as required by Section 155.702(D) of the Zoning Ordinance of the Town of Clayton and by Section 160D-602 of the General Statutes; and

WHEREAS said public hearing was actually conducted at 6:00 p.m. on September 6, 2022, wherein a reasonable opportunity was given to all those in attendance to speak either in favor or against the said change or to make relevant comments; and

THEREFORE, after duly considering the matter, THE TOWN COUNCIL OF THE TOWN OF CLAYTON DOES HEREBY ORDAIN:

SECTION 1. That the Unified Development Code of the Town of Clayton is hereby amended to include in the Central-Business (B-1) zone the following described property:

General Description:
East side of Main Street, southeast of intersection of E. Main Street and Durham Street

Or

Specific Description:
NC Parcel TAG Number: 05008014

SECTION 2. That the official Town of Clayton Zoning Map is hereby amended to include in the Central-Business (B-1) zone the above-described property and will be so marked.

SECTION 3. That if any section, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. That the Town Council hereby adopts the following Statement of Consistency and Reasonableness for the proposed rezoning:

> The Town Council hereby finds this rezoning action to be consistent with the 2045 Comprehensive Growth Plan Goals LU1 and DT1, Policies LU1.5 and DT1.1, and Strategies LU1.5.1 and DT1.1.1. The Town Council further finds this rezoning action to be reasonable and in the public interest because the rezoning is in line with the Future Land Use Map and furthers the objectives of the 2045 Comprehensive Growth Plan.

SECTION 5. That this ordinance shall become effective immediately upon its adoption.

Duly adopted this 6th day of September 2022, while in regular session.

_____
Jody L. McLeod
Mayor

ATTEST:

_____
Sherry L. Scoggins, MMC
Interim Town Clerk

APPROVED AS TO FORM:

_____
Jim Cauley
Town Attorney

Town Council Agenda Cover Sheet

Meeting Date
September 6, 2022

Agenda Location
Old Business

Item Title
U-6223 – NCDOT/Town of Clayton Agreement

Presenter:
Tim Robbins – Project Manager

Summary/Description
Agreement between NCDOT and Town to cover funding gap in project U-6223 to extend Ranch Rd on new location between US70 Business and Little Creek Church Rd. and realignment of intersection of Ranch Rd. and Little Creek Church Rd. This project includes improvements to water distribution system, as well. Staff previously budgeted $1,000,000 from General fund to cover overages and $500,000 from utility fund to cover utility betterments. In addition, the Town has also received an additional $2,500,000 from CAMPO. NCDOT-Division 4 committed an additional $1,000,000. The funding gap is closed between the three sources. Staff request Town Council approve the agreement and authorize Town Manager or designee to execute the agreement in its substantial form.

Requested Action
Approval

Funding Source (If Applicable):
100-55-98-58 Capital Outlay

Cost: N/A Yes ☒ No ☐

Additional Documents to be Included in Agenda Packet
Agreement
Funding Request Letter

Meeting Timeline
Click or tap here to enter text.

ACCOUNTS RECEIVABLE
TIP AGREEMENT-PROJECT COSTS
CONSTRUCTION
1000015387

AGREEMENT OVERVIEW

DATE: 08/25/2022

NORTH CAROLINA
JOHNSTON COUNTY

PARTIES TO THE AGREEMENT:

PROJECT NUMBERS

TIP NUMBER: U-6223
WBS ELEMENT (PE):
WBS ELEMENT (ROW):
WBS ELEMENT (CON): 48811.3.1
FUNDING WBS:

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

AND

TOWN OF CLAYTON

The purpose of this Agreement is to identify the participation in project costs, project delivery and/or maintenance, by the other party to this Agreement, as further defined in this Agreement.

SCOPE OF TIP Project ("Project"): extension of Ranch Road on new location between US 70 Business and Little Creek Church Road and the realignment of the intersection of Ranch Road and Little Creek Church Road.

ESTIMATED COST OF THE PROJECT: $13,418,750
FEDERAL FUNDING ALLOCATED TO PROJECT: $9,235,000
DEPARTMENT'S FUNDING: $2,683,750
State Contingency: $1,683,750
High Impact Low Cost: $1,000,000
ESTIMATED COSTS TO OTHER PARTY: $1,500,000

PAYMENT TERMS: The Municipality shall provide payment upon execution of the Agreement

MAINTENANCE: Department

EFFECTIVE DATES OF AGREEMENT:
START: Upon Full Execution of this Agreement
END: When work is complete and all terms are met.

This **AGREEMENT** is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the **DEPARTMENT** and the Town of Clayton, hereinafter referred to as the **Municipality.**

The parties to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this

Agreement and refer to this Agreement, represents the entire understanding between the parties with respect to its subject matter and supersedes any previous communication or agreements that may exist.

I. WHEREAS STATEMENTS

WHEREAS, this Agreement is made under the authority granted to the **Department** by the North Carolina General Assembly under General Statutes of North Carolina (NCGS), particularly Chapter 136-66.1 and 136-66.3; and,

WHEREAS, the **Department** and the **Municipality** have agreed that the jurisdictional limits of the Parties, as of the date of entering the agreement for the above-mentioned project, are to be used in determining the duties, responsibilities, rights and legal obligations of the Parties hereto for the purposes of this Agreement; and,

WHEREAS, the **Municipality** has requested that the **Department** perform all phases of said work or provide services; and,

WHEREAS, the **Department** and the **Municipality** previously entered into an Agreement (#9563) on 12/15/2020 for the **Department** to perform all phases of the Project, utilizing Federal STBG-DA funds allocated by CAMPO (Capital Area Metropolitan Planning Organization) with a non-federal match provided by the **Department**; and,

WHEREAS, due to increased costs of the Project, the **Municipality** has requested additional funding from CAMPO and has agreed to participate in the non-federal match; and,

WHEREAS, the **Department** has also agreed to increase their participation in the costs of the Project; and,

WHEREAS, the Parties hereto wish to enter into an agreement for scoped work to be performed or provided by the **Department** (including reviews, goods or services) with reimbursement for the costs thereof by the **Municipality** as hereinafter set out; and,

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

II. RESPONSIBILITIES

- The **Department** shall be responsible for all phases of project delivery to include planning, design, right of way acquisition, utility relocation, construction and maintenance as shown in the **PROJECT DELIVERY** Provision, unless specific maintenance responsibilities are assigned to the **Municipality**, as noted in the previously executed Agreement.
- The **Municipality** shall be responsible for payment as shown in the **COSTS AND FUNDING** Provision.

III. PROJECT DELIVERY REQUIREMENTS

A. PLANNING, DESIGN, AND CONSTRUCTION

The **Department** will be responsible for preparing the environmental and/or planning document, obtaining any environmental permits and preparing the project plans and specifications.

The **Department** shall construct the Project in accordance with the plans and specifications for the Project. The **Department** shall administer the construction contract for said Project. All work shall be done in accordance with Departmental standards, specifications, policies and procedures.

B. RIGHT OF WAY ACQUISITION

The **Department** will be responsible for acquiring any needed right of way required for the Project in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual.

C. MUNICIPAL UTILITY RELOCATIONS

RESPONSIBILITIES

The **Municipality** shall be responsible for the relocation and adjustment of all municipally owned utilities in conflict with the Project and shall exercise any rights that it may have under any franchise to effect all necessary changes, adjustments, and relocations of communications and electric power lines; underground cables, gas lines, and, and other pipelines or conduits; or any privately- or publicly-owned utilities.

1. Said work shall be performed in a manner satisfactory to the **Department** prior to the **Department** beginning construction of the Project. The **Municipality** shall make every effort to promptly relocate said utilities in order that the **Department** will not be delayed in the construction of the Project.

2. The **Municipality** shall make all necessary adjustments to house or lot connections or services lying within the right of way or construction limits, whichever is greater, of the Project.

3. The Department, where necessitated by construction, will make vertical adjustments of two (2) feet or less to the existing manholes, meter boxes, and valve boxes at no expense to the Municipality.

4. The **Department** shall not be liable for any work that the **Municipality** undertakes with respect to said utility relocation.

COSTS AND FUNDING

5. If applicable, the **Department** will reimburse the **Municipality** in accordance with NCGS 136-27.1. A separate utility agreement may be prepared to address these costs and payment terms.

UTILITY RELOCATION BY DEPARTMENT

6. If the **Municipality** requests the **Department** to include the relocation and/or adjustment of municipally owned utilities in its construction contract provisions, and the **Department** agrees, then a separate utility agreement will be prepared to state the cost estimate and the reimbursement terms, if applicable. The **Municipality** shall reimburse the **Department** all or a portion of the costs associated with said relocation, in accordance with NCGS 136-27.1. Reimbursement will be based on final project plans and actual costs of relocation.

D. MAINTENANCE

Upon completion of the Project:

1. The **Department** shall be responsible for all traffic operating controls and devices which shall be established, enforced, and installed and maintained in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the "Policy on Street and Driveway Access to North Carolina Highway," and department criteria.

2. The roadway improvements that are within state-owned right of way shall be considered a part of the State Highway System and shall be owned and maintained by the **Department**.

IV. COSTS AND FUNDING

A. PROJECT COSTS and FUNDING

The estimated cost of the Project is $13,418,750. The Municipality shall participate in the costs of the Project in accordance with the Funding Table below. All costs that exceed the total approved funding will be the responsibility of the Municipality.

	Federal Funds		**State/Local Funds**	
Priority 1	$6,735,000 (F)	80%	$1,683,750 (S)	20%
Priority 2	$2,500,000 (F)	50%	$1,500,000 (L)	50%
			$1,000,000 (S)	
Subtotal	**$9,235,000**		**$4,183,750**	
TOTAL APPROVED FUNDING		**$13,418,750**		

B. DOWNPAYMENT

The Municipality shall provide their share of the Project funding as a down payment when the Agreement is fully executed, per the cover memo attached to this Agreement.

C. CONSULTATION ON COST CHANGES

The Department may consult with the **Municipality** on changes to cost estimates prior to construction, or changes to costs during construction. Consultation between the Department and the **Municipality** is offered as a courtesy to apprise the **Municipality** of potential cost increases and to allow appropriate budgeting. Failure of the Department to notify the Town of cost increases does not affect the terms of the agreement, which require the **Municipality** to be responsible for the providing funding for costs that exceed approved funding.

D. INVOICING BY THE DEPARTMENT

Upon completion of the Project, the Department will calculate actual costs of the Project and will invoice the **Municipality** for their share of the actual costs of the Project, if costs exceed approved funding. In the event that costs are less than approved funding, the Department will return any overpayment. Reimbursement to the Department shall be made in one final payment within sixty days of invoicing by the Department. A late payment penalty and interest will be charged on any unpaid balance due in accordance with G. S. 147-86.23.

At any time prior to final billing by the **Department**, the **Municipality** may prepay any portion of the estimated cost by sending payment per the attached cover memo. The **Department** will provide a final billing based on the actual cost, less any previous payments that have been made.

V. STANDARD PROVISIONS

A. Agreement Modifications

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a written Supplemental Agreement.

B. Assignment of Responsibilities

The **Department** must approve any assignment or transfer of the responsibilities of the **Municipalit**y set forth in this Agreement to other parties or entities.

C. Agreement for Identified Parties Only

This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

D. Other Agreements

The **Municipality** is solely responsible for all agreements, contracts, and work orders entered into or issued by the **Municipality** to meet the terms of this Agreement. The **Department** is not responsible for any expenses or obligations incurred for the terms of this Agreement except those specifically eligible for the funds and obligations as approved by the **Department** under the terms of this Agreement.

E. Authorization to Execute

The parties hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective parties to the terms contained herein.

F. DocuSign

The **Department** and the **Municipality** acknowledge and agree that the electronic signature application DocuSign may be used, at the sole election of the **Department** or the **Municipality**, to execute this Agreement. By selecting "I Agree," "I Accept," or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the DocuSign application, the **Department** and **Municipality** consent to be legally bound by the terms and conditions of Agreement and that such act constitutes Department's signature as if actually signed by **Department** in writing or **Municipality's** signature as if actually signed by **Municipality** in writing. The **Department** and the **Municipality** also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. The **Department** and the **Municipality** acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby through the DocuSign application, will have the same effect as physical delivery of the paper document bearing an original written signature.

G. Debarment Policy

It is the policy of the **Department** not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the **Municipality** certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

H. Indemnification

To the extent authorized by state and federal claims statutes, the **Municipality** shall be responsible for its actions under the terms of this agreement and save harmless the FHWA (if applicable), the **Department**, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns to the extent allowed by law, from and against any and all claim for payment, damages and/or liabilities of any nature, asserted against the **Department** in connection with this Agreement. The **Department** shall not be liable and shall be held harmless from any and all third-party claims that might arise on account of the **Municipality's** negligence and/or responsibilities under the terms of this agreement.

I. Availability of Funds

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

J. Gift Ban

By Executive Order 24, issued by Governor Perdue, and NCGS 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, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

ACCOUNTS RECEIVABLE
TIP AGREEMENT-PROJECT COSTS
CONSTRUCTION
1000015387

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the DEPARTMENT and the MUNICIPALITY by authority duly given.

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the DEPARTMENT and the MUNICIPALITY by authority duly given.

TOWN OF CLAYTON

FED TAX ID NO: _____

REMITTANCE ADDRESS:

Authorized Signer: _____

Print Name:_____

Title: _____

Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Act:

Finance Officer: _____

Print Name: _____

Date Signed: _____

DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: _____

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O:___9/8/2022_____ (DATE)

MAYOR
Jody L. McLeod

INTERIM TOWN MANAGER
Richard D. Cappola, Jr.

TOWN ATTORNEY
Cauley Pridgen, P.A.

MAYOR PRO TEM
Jason Thompson

COUNCIL MEMBERS
Andria Archer
Porter Casey
Avery Everett
Michael Sims

July 22, 2022

Chris Lukasina, AICP, GISP
Executive Director
Capital Area MPO
421 Fayetteville Street, Suite 203
Raleigh, NC 27601

Subject: Town of Clayton Request for Additional Funding for the NC 42E Extension Project (TIP U-6223)

Dear Mr. Lukasina,

The Town would like to request additional funding for the NC 42E Extension Project (U-6223), which was funded in the FFY2020 round of LAPP for Right-of-Way and Construction. This project will extend NC 42E approximately 2,000 Linear Feet from US Highway 70 Business West to Ranch Road, utilizing a portion of Little Creek Church Road, creating a new direct connection between NC 42E and the US 70 Bypass. This will allow for a future NC 42 Bypass around Clayton utilizing the US 70 Bypass and Ranch Road.

The Town has partnered with NCDOT on the project, with NCDOT managing the ROW acquisition and construction. The project was originally estimated to cost $8,418,750, with the Town and NCDOT providing 20% of the project cost ($1,683,750) and the LAPP funding providing 80% of the project cost ($6,735,000). Of the total project cost, the ROW phase cost was estimated at $1,898,750 and the CON phase cost was estimated at $6,250,000. The ROW Acquisition is nearly complete, and existing programmed funding is expected to cover that cost.

NCDOT opened construction bids on July 19th, with the low bid of approximately $9,750,000. After adding a 15% Engineering and Inspection cost and additional contingency to the low bid, the total construction cost comes to an estimated $11,250,000, or $5,000,000 over the original estimated Construction cost. The Town and NCDOT are willing to contribute an additional $2,500,000 to the project (50% of the needed $5,000,000) and are requesting that the other

$2,500,000 is provided from the LAPP program, equating to a 50/50 match for the additional funds.

NCDOT has provided the following justification for the request:
"Our preliminary estimate where the current construction funding was developed, was based on a conceptual cost/mile basis for this type of roadway, with additional estimated items included. We did not have a design completed at that point to have finite quantities, which have increased overall. That estimate is also nearly 2 years old and did not include the cost of 2 traffic signals, nor the cost of a noise wall, along with the inflationary growth we've seen over the last 2 years. The line item costs have grown exponentially due to higher gas prices, material shortages, material availability issues, and material cost increases, labor shortages and wage increases, and the increased risk associated with these items. We have seen this type of increase on many projects like this across the state."

Below is a summary of the information above:

Original Project Construction Estimate:	$6,250,000
LAPP Share (80%):	$5,000,000
Town/NCDOT Share (20%):	$1,250,000
Construction Bid Price:	$9,750,000
E&I and Contingency:	$1,500,000
New Total Construction Price:	$11,250,000
Funding Shortfall:	$5,000,000
Town Additional Funding:	$1,500,000 (30% of $5,000,000 Shortfall)
NCDOT Additional Funding:	$1,000,000 (20% of $5,000,000 Shortfall)
Requested LAPP Additional Funding:	$2,500,000 (50% of $5,000,000 Shortfall)
New LAPP Share:	$7,500,000 (67% of Construction Cost)
New Town/NCDOT Share:	$3,750,000 (33% of Construction Cost)

Thank you in advance for considering our request, and please let me know if you have any questions or need additional information.

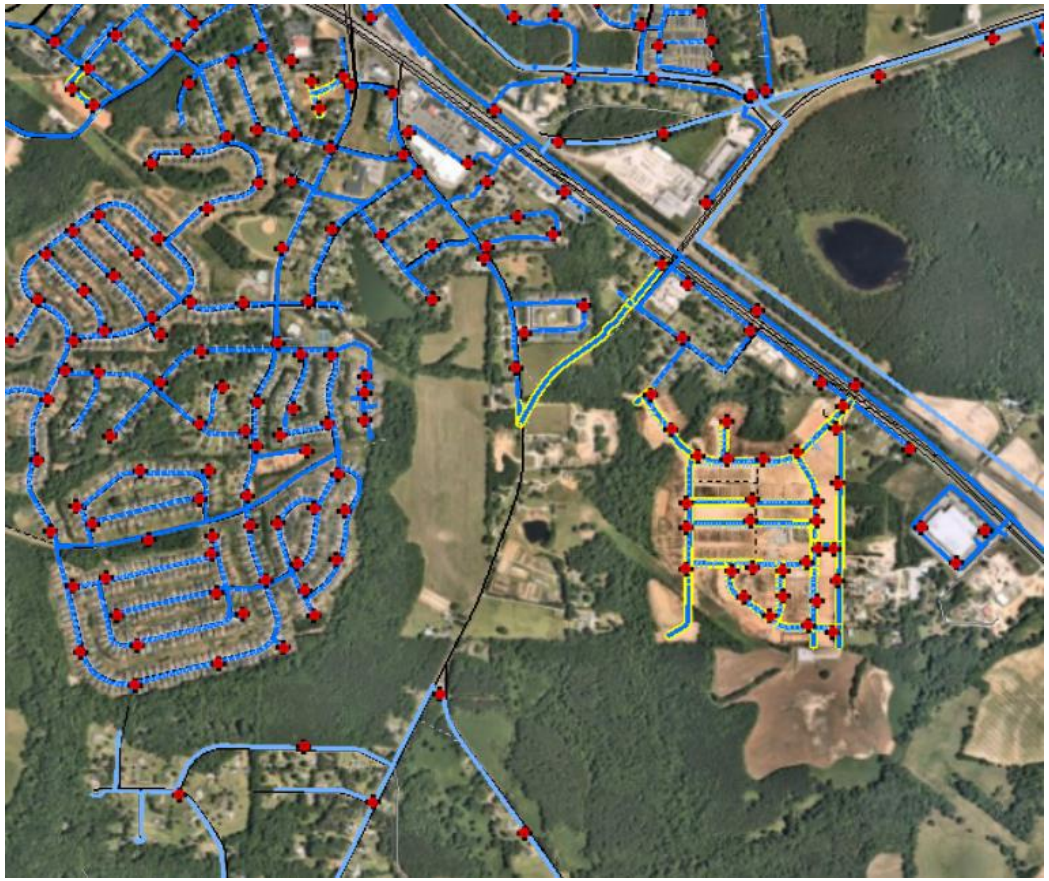
Sincerely,

Benjamin W. Howell

Benjamin Howell, AICP, CZO
Planning Director, Town of Clayton

Cc: Rich Cappola, PE, Interim Town Manager, Town of Clayton
Kevin G. Bowen, PE, Division Engineer, NCDOT Division 4

U-6223



RESOLUTION #2022-68

TOWN OF CLAYTON
RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF CLAYTON AND NORTH CAROLINA DEPARTMENT OF TRANSPORTATION FOR THE RANCH ROAD EXTENSION PROJECT (TIP # U-6223)

WHEREAS, North Carolina Department of Transportation (NCDOT) proposes to extend Ranch Road between Little Creek Church Road and US 70 Business as part of the TIP #6223 project; and

WHEREAS, North Carolina Department of Transportation (NCDOT) has let the project and identified a funding gap; and

WHEREAS, the project has been awarded additional funding through Capital Area Metropolitan Planning Organization; and

WHEREAS, The Town of Clayton previously budgeted for overages; and

WHEREAS, NCDOT has obtained additional funding; and

NOW, THEREFORE, BE IT RESOLVED, The Town Manager of the Town of Clayton is hereby authorized to execute on behalf of the Town of Clayton the attached agreement with NCDOT.

Duly adopted by the Clayton Town Council this 6th day of September 2022.

_____
Jody McLeod
Mayor

ATTEST:

_____
Sherry L. Scoggins, MMC
Interim Town Clerk

Town Council Agenda Cover Sheet

Meeting Date
September 6, 2022

Agenda Location
Old Business

Item Title
Mountains to Sea Trail Bridges – Crowder Construction GMP Contract Amendment

Presenter:
Jonathan Jacobs, PE – Assistant Town Engineer

Summary/Description
On January 16,2020, Town Council approved voted to award phase 1 of a progressive design-build contract (Attachment A) with Crowder Construction Group to perform preliminary engineering services to replace three deficient greenway bridges along the Riverwalk on the Neuse Greenway.

The design build team has completed the 60% design and has presented their design-build proposal with a Guaranteed Maximum Price (GMP) of $3,038,814.66. (attachment B)

This proposed contract amendment will allow the design-build team to begin phase 2 of the contract to perform construction services at a GMP with an estimated completion date of February 21, 2023.

The design-build proposal includes two additional maintenance items that were determined to need to be performed during design; resurfacing of the existing Greenway between Bridge 3 and 5 and stream restoration and rehabilitation beneath Bridge 4. Upon field investigation, it was determined the asphalt within the project limits is nearing the end of its useful life and is in need of replacement. Staff is recommending this additional item to minimize greenway user impacts again in the future and reduce over costs to the Town of the work was performed separately. Additionally, it was determined severe scouring and erosion was occurring beneath bridge 4 which will threaten the substructure of the replacement bridge. Staff is recommending performing the stream restoration and rehabilitation at this time to ensure safety of the greenway users and maintain integrity of the new bridge structure. The additional cost of these repairs is $35,000 and $160,000, respectfully.

Staff recommends Town council approve the Town Manager, or his designee, to execute the progressive design-build contract amendment in its substantial form (attachment C) to enter phase 2 services of the greenway bridge replacements along the Riverwalk on the Neuse at the GMP with the two recommended maintenance items.

Requested Action
Approval

Funding Source (If Applicable):

Cost: Click or tap here to enter text. **Yes** ☒ **No** ☐

Additional Documents to be Included in Agenda Packet
Attachment A – Existing Design-Build Contract executed February 1, 2022
Attachment B – Proposed GMP and 60% Plans
Attachment C – Contract GMP amendment

Meeting Timeline
Click or tap here to enter text.

Town Council Agenda Cover Sheet

Meeting Date
September 6, 2022

Agenda Location
Old Business

Item Title
Budget Amendments

Presenter:
Robert McKie, Finance Director

Summary/Description
The Finance Director will present two budget amendments related to the replacement of three greenway bridges that are utilized for recreational purposes in the interest of public safety.

Requested Action
Approval

Funding Source (If Applicable):
GO Bond Proceeds

Cost: **$2,000,000** **Yes** ☒ **No** ☐

Additional Documents to be Included in Agenda Packet
Fund 614 Capital Project Budget Ordinance Amendment
Fund 616 Capital Project Budget Ordinance Amendment

Meeting Timeline
Click or tap here to enter text.

Resolution #2022-69

RESOLUTION OF AUTHORIZING TOWN MANAGER TO EXECUTE GARUNTEED MAXIMUM PRCE CONTRACT AMENDMENT WITH CROWDER CONSTRUCTION

WHEREAS, the Town of Clayton, North Carolina entered into a Design-Build contract with Crowder Construction on February 1, 2022; and

WHEREAS, Crowder Construction has completed 60% design and provided staff with a Guaranteed Maximum Price (GMP); and

WHEREAS, staff have evaluated the proposal and recommend execution of the GMP amendment; and

WHEREAS, it is further recommended that town manager or designee be authorized to execute the contract amendment; and

NOW, THEREFORE, BE IT RESOLVED the Town Manager or designee is hereby authorized to execute on behalf of the Town of Clayton the attached amendment with Crowder Construction.

Duly adopted this the 6th day of September, 2022 while in regular session.

_____
Jody McLeod
Mayor

ATTEST:

_____
Heidi Holland, CMC, NCCMC
Town Clerk

6409 Brookshire Boulevard
Charlotte, NC 28216
704-332-8184 Fax 704-372-9946

www.crowderusa.com

CROWDER CONSTRUCTION COMPANY

Heavy Civil Division

Date: 8/29/2022

Attn: Town of Clayton, NC
Jonathan K. Jacobs, PE
Assistant Town Engineer

Project:

Crowder is pleased to provide the following proposal to the Town of Clayton, NC for the Clayton River Walk on the Neuse Greenway Bridge Replacements. This GMP proposal is based on the attached 60% design plans.

Pricing:

- Base Bid Construction Cost (does not include preconstruction cost): $2,743,000

Scope of Work

The base price for this project includes demolishing the existing boardwalks at the bridge #3, #4, and #5 sites, and replacing them with new single span aluminum pedestrian bridges.

- Base Bid:
  - Install pedestrian detour signage though the neighborhood located adjacent to the greenway. Close the greenway to pedestrian traffic.
  - Select clearing of tree limbs in the work area.
  - Demolition and disposal of the existing structures.
  - Rough grading
  - Structure construction (H-Pile installation, concrete caps, aluminum pedestrian bridges with Composite Decking)
  - Fine grading, milling, ABC stone and new asphalt at the approaches to each structure.
  - Approach railings
  - Bridge #4 channel stabilization.
  - Resurfacing asphalt trail between bridges #3-#4, between bridges #4-#5, and to Saranez Dr. and Hardaway Point.
  - Powder coating finish on the aluminum bridges.

Schedule & Duration

Our duration of 4 months is based on our best estimate of the work based on information we have and may need to be adjusted if conditions vary.

Value Engineering

- Gator bridge structure depth
- Using H-Pile or Helical Pile instead of Micropile at end bents

Specific Inclusions in Scope:

- Full-time on-site Superintendent
- The cost for a Performance and Payment bond is included in this proposal
- Crowder has included the cost of temporary facilities i.e. dumpsters, portable toilets

Specific Exclusions in Scope:

- This proposal assumes no existing utility conflicts are found during earthwork and construction operations. Crowder will place a one-call for utility markings prior to starting the work.
- This proposal assumes no existing or abandoned military ordinance is found along the project site.
- Differing site conditions.
- Hazmat disposal and permit.
- Our proposal excludes the relocation of underground or overhead obstructions.
- Any cost for Quality Assurance.
- Preconstruction cost

Clarifications

This proposal is based on our normal work schedule therefore overtime is not included.

Our proposal is based on providing our standard insurance coverage. Should special insurance be required then we can provide pricing for that coverage.

Portions of this proposal cannot be separated for your convenience without our consent.

This proposal is based upon Crowder Construction Company and the Client negotiating mutually acceptable contract terms and conditions.

Our proposal is based upon Crowder Construction Company not being responsible for Liquidated, Actual or Consequential Damages.

We reserve the opportunity to adjust our pricing should negotiations and acceptance be extended beyond 30 days. Crowder will negotiate in good faith with the Client in an effort to reach an agreement within 30 days.

Payment is to be made to Crowder Construction Company within 30 days after submittal of each pay request.

We trust that you will find this proposal to be in order however should you have questions please contact this office.

Sincerely,
Crowder Construction Company

George Ellis
Division Manager

Clayton Riverwalk Bridge Replacements Project

CONSTRUCTION SCHEDULE OF VALUES						
Line Item	**Description**	**Quantity**	**Unit**	**Unit Price**	**Total**	**Notes**
10	MOBILIZATION	1.00	LS	$137,135.90	$137,135.90	
20	CONSTRUCTION SURVEY	1.00	LS	$50,000.00	$50,000.00	
30	EROSION CONTROL AND FINAL SEEDING	1.00	LS	$80,000.00	$80,000.00	
40	MAINTENANCE OF TRAFFIC - MOT	1.00	LS	$50,000.00	$50,000.00	
50	DEMOLITION OF EXISTING STRUCTURES	3.00	EA	$30,000.00	$90,000.00	
60	CLEARING AND GRUBBING	1.00	LS	$111,661.27	$111,661.27	
70	GRADING	1.00	LS	$380,198.56	$380,198.56	INCLUDES BRIDGE 4 CHANNEL STABILIZATION
80	ASPHALT & RESURFACING	1.00	LS	$448,919.75	$448,919.75	
90	PEDESTRIAN BRIDGE SUBSTRUCTURES	6.00	EA	$53,443.23	$320,659.39	
100	PEDESTRIAN BRIDGE SUPERSTRUCTURES	3.00	EA	$358,047.73	$1,074,143.19	
	TOTAL GMP	**1.00**	**LS**		**$2,742,718.06**	

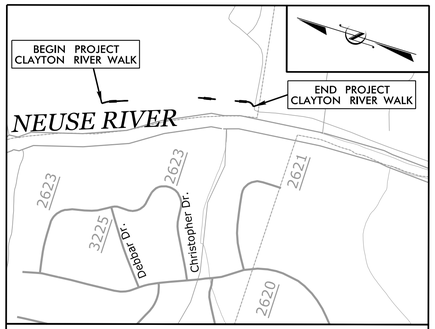
Unit Price Allowances:						
Line Item	**Description**	**Quantity**	**Unit**	**Unit Price**	**Total**	**NOTES**
110A	CLASS II RIP RAP	1.00	TN	$172.98	$172.98	ONLY IF QUANTITY EXCEEDS 150 TN
120A	AGGREGATE BASE COURSE, 6" ABC (ASPHALT TRAIL)	1.00	TN	$253.00	$253.00	ONLY IF QUANTITY EXCEEDS 126TN
130A	ASPHALT BASE COURSE	1.00	TN	$718.75	$718.75	ONLY IF QUANTITY EXCEEDS 166TN
140A	ASPHALT SURFACE COURSE, 2.5", SF9.5A	1.00	TN	$483.00	$483.00	ONLY IF QUANTITY EXCEEDS 636TN
150A	ASPHALT BINDER @ 7.57%	1.00	TN	$1,150.00	$1,150.00	ONLY IF QUANTITY EXCEEDS 58TN

6/10/2022
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mlamy

TIP PROJECT:

CONTRACT:

See Sheet 1A For Index of Sheets
See Sheet 1B For Conventional Symbols



VICINITY MAP

N.T.S.

STATE OF NORTH CAROLINA
DIVISION OF HIGHWAYS

JOHNSTON COUNTY

LOCATION: PEDESTRIAN BRIDGE REPLACEMENTS ALONG CLAYTON RIVER WALK

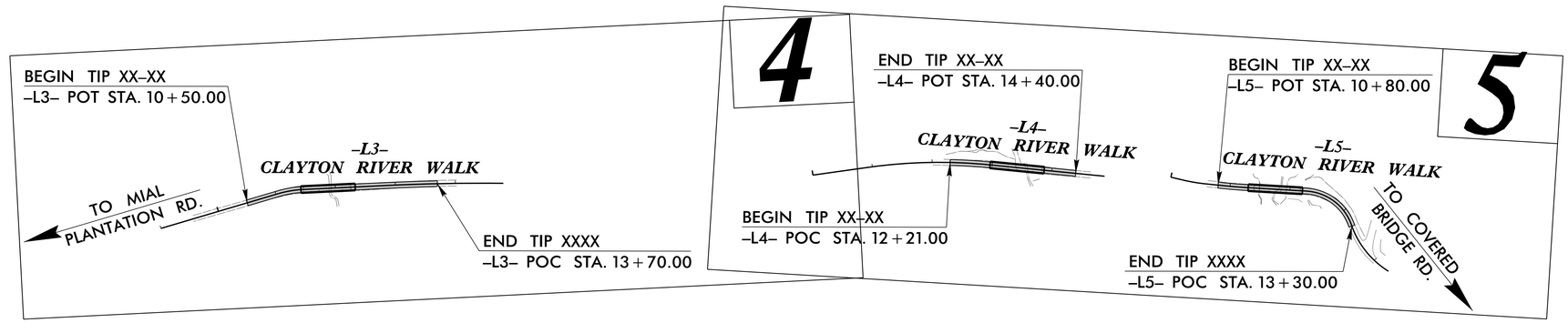
TYPE OF WORK: GRADING, DRAINAGE, PAVING, AND STRUCTURES

STATE	STATE PROJECT REFERENCE NO.	SHEET NO.	TOTAL SHEETS
N.C.		1	

STATE PROJ. NO.	F. A. PROJ. NO.	DESCRIPTION



NAD 83/
NA 2011



NOTES:
THIS PROJECT IS WITHIN THE MUNICIPAL BOUNDARIES OF THE TOWN OF CLAYTON.
CLEARING ON THIS PROJECT SHALL BE PERFORMED TO THE LIMITS ESTABLISHED BY METHOD II.

PROGRESS PLANS
06–10–2022

INCOMPLETE PLANS
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DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

GRAPHIC SCALES

50 25 0 50 100
PLANS

50 25 0 50 100
PROFILE (HORIZONTAL)

5 2.5 0 5 10
PROFILE (VERTICAL)

DESIGN DATA

ADT =
ADT =
K = %
D = %
T = % *
V = MPH
* TTST = DUAL
FUNC CLASS = GREENWAY
SUBREGIONAL TIER

PROJECT LENGTH

LENGTH OF GREENWAY TIP PROJECT XX–XX	=	*0.061 MILES*
LENGTH OF GREENWAY TIP PROJECT XX–XX	=	*0.041 MILES*
LENGTH OF GREENWAY TIP PROJECT XX–XX	=	*0.047 MILES*
TOTAL LENGTH TIP PROJECT XX–XX	=	*0.149 MILES*

PLANS PREPARED BY:

AMT
A. MORTON THOMAS AND ASSOCIATES, INC.
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2018 STANDARD SPECIFICATIONS

RIGHT OF WAY DATE:

LETTING DATE:

STEPHEN ROBERTS, PE
PROJECT ENGINEER

MATTHEW LAMY, PE
PROJECT DESIGN ENGINEER

HYDRAULICS ENGINEER

SIGNATURE: *P.E.*

ROADWAY DESIGN ENGINEER

SIGNATURE: *P.E.*

STATE OF NORTH CAROLINA • DEPARTMENT OF TRANSPORTATION •

INDEX OF SHEETS, LIST OF STANDARD DRAWINGS, & GENERAL NOTES

PROJECT REFERENCE NO.	SHEET NO.
CLAYTON RIVER WALK	1A

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

ROADWAY DESIGN ENGINEER

INCOMPLETE PLANS
DO NOT USE FOR R/W ACQUISITION

INDEX OF SHEETS

SHEET NUMBER	SHEET
1	TITLE SHEET
1A	INDEX OF SHEETS, GENERAL NOTES AND STANDARD DRAWINGS
1B	CONVENTIONAL SYMBOLS
2A-1	PAVEMENT SCHEDULE AND TYPICAL SECTIONS
4 THRU 5	PLAN AND PROFILE SHEETS
X-1	CROSS-SECTION INDEX SHEET
X-2 THRU X-16	CROSS-SECTION SHEETS

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\\amtnc3-addc5.amtmainsrv.amtengineering.com\network$\Projects\Raleigh\21-0764.001 - Town of Clayton Design-Build Services\05-CAD\Clayton River Walk\Roadway\Proj\Clayton River Walk_Rdy_psh01A.dgn
6/10/2022
1:24pm

9/10/2021

PROJECT REFERENCE NO.	SHEET NO.
CLAYTON RIVER WALK	1B

STATE OF NORTH CAROLINA, DIVISION OF HIGHWAYS

CONVENTIONAL PLAN SHEET SYMBOLS

Note: Not to Scale

BOUNDARIES AND PROPERTY:

- State Line
- County Line
- Township Line
- City Line
- Reservation Line
- Property Line
- Existing Iron Pin (EIP) — EIP
- Computed Property Corner
- Existing Concrete Monument (ECM) — ECM
- Parcel/Sequence Number — 23
- Existing Fence Line
- Proposed Woven Wire Fence
- Proposed Chain Link Fence
- Proposed Barbed Wire Fence
- Existing Wetland Boundary — WLB
- Proposed Wetland Boundary — WLB
- Existing Endangered Animal Boundary — EAB
- Existing Endangered Plant Boundary — EPB
- Existing Historic Property Boundary — HPB
- Known Contamination Area: Soil — S
- Potential Contamination Area: Soil — S
- Known Contamination Area: Water — W
- Potential Contamination Area: Water — W
- Contaminated Site: Known or Potential

BUILDINGS AND OTHER CULTURE:

- Gas Pump Vent or U/G Tank Cap
- Sign — S
- Well — W
- Small Mine
- Foundation
- Area Outline
- Cemetery
- Building
- School
- Church
- Dam

HYDROLOGY:

- Stream or Body of Water
- Hydro, Pool or Reservoir
- Jurisdictional Stream — JS
- Buffer Zone 1 — BZ 1
- Buffer Zone 2 — BZ 2
- Flow Arrow
- Disappearing Stream
- Spring
- Wetland
- Proposed Lateral, Tail, Head Ditch — FLOW
- False Sump

RAILROADS:

- Standard Gauge — CSX TRANSPORTATION
- RR Signal Milepost — MILEPOST 35
- Switch — SWITCH
- RR Abandoned
- RR Dismantled

RIGHT OF WAY & PROJECT CONTROL:

- Primary Horiz Control Point
- Primary Horiz and Vert Control Point
- Secondary Horiz and Vert Control Point
- Vertical Benchmark
- Existing Right of Way Monument
- Proposed Right of Way Monument (Rebar and Cap)
- Proposed Right of Way Monument (Concrete)
- Existing Permanent Easement Monument
- Proposed Permanent Easement Monument (Rebar and Cap)
- Existing C/A Monument
- Proposed C/A Monument (Rebar and Cap)
- Proposed C/A Monument (Concrete)
- Existing Right of Way Line
- Proposed Right of Way Line — RW
- Existing Control of Access Line — CA
- Proposed Control of Access Line — CA
- Proposed ROW and CA Line — RW CA
- Existing Easement Line — E
- Proposed Temporary Construction Easement — E
- Proposed Temporary Drainage Easement — TDE
- Proposed Permanent Drainage Easement — PDE
- Proposed Permanent Drainage/Utility Easement — DUE
- Proposed Permanent Utility Easement — PUE
- Proposed Temporary Utility Easement — TUE
- Proposed Aerial Utility Easement — AUE

ROADS AND RELATED FEATURES:

- Existing Edge of Pavement
- Existing Curb
- Proposed Slope Stakes Cut — C
- Proposed Slope Stakes Fill — F
- Proposed Curb Ramp — CR
- Existing Metal Guardrail
- Proposed Guardrail
- Existing Cable Guiderail
- Proposed Cable Guiderail
- Equality Symbol
- Pavement Removal

VEGETATION:

- Single Tree
- Single Shrub
- Hedge
- Woods Line
- Orchard
- Vineyard — Vineyard

EXISTING STRUCTURES:

MAJOR:

- Bridge, Tunnel or Box Culvert — CONC
- Bridge Wing Wall, Head Wall and End Wall — CONC WW

MINOR:

- Head and End Wall — CONC HW
- Pipe Culvert
- Footbridge
- Drainage Box: Catch Basin, DI or JB — CB
- Paved Ditch Gutter
- Storm Sewer Manhole — S
- Storm Sewer — S

UTILITIES:

** SUE – Subsurface Utility Engineering*
LOS – Level of Service – A,B,C or D (Accuracy)

POWER:

- Existing Power Pole
- Proposed Power Pole
- Existing Joint Use Pole
- Proposed Joint Use Pole
- Power Manhole — P
- Power Line Tower
- Power Transformer
- U/G Power Cable Hand Hole
- H–Frame Pole
- U/G Power Line Test Hole (SUE – LOS A)*
- U/G Power Line (SUE – LOS B)* — P
- U/G Power Line (SUE – LOS C)* — P
- U/G Power Line (SUE – LOS D)* — P

TELEPHONE:

- Existing Telephone Pole
- Proposed Telephone Pole
- Telephone Manhole — T
- Telephone Pedestal — T
- Telephone Cell Tower
- U/G Telephone Cable Hand Hole — HH
- U/G Telephone Test Hole (SUE – LOS A)*
- U/G Telephone Cable (SUE – LOS B)* — T
- U/G Telephone Cable (SUE – LOS C)* — T
- U/G Telephone Cable (SUE – LOS D)* — T
- U/G Telephone Conduit (SUE – LOS B)* — TC
- U/G Telephone Conduit (SUE – LOS C)* — TC
- U/G Telephone Conduit (SUE – LOS D)* — TC
- U/G Fiber Optics Cable (SUE – LOS B)* — T FO
- U/G Fiber Optics Cable (SUE – LOS C)* — T FO
- U/G Fiber Optics Cable (SUE – LOS D)* — T FO

WATER:

- Water Manhole — W
- Water Meter
- Water Valve
- Water Hydrant
- U/G Water Line Test Hole (SUE – LOS A)*
- U/G Water Line (SUE – LOS B)* — W
- U/G Water Line (SUE – LOS C)* — W
- U/G Water Line (SUE – LOS D)* — W
- Above Ground Water Line — A/G Water

TV:

- TV Pedestal — C
- TV Tower
- U/G TV Cable Hand Hole — HH
- U/G TV Test Hole (SUE – LOS A)*
- U/G TV Cable (SUE – LOS B)* — TV
- U/G TV Cable (SUE – LOS C)* — TV
- U/G TV Cable (SUE – LOS D)* — TV
- U/G Fiber Optic Cable (SUE – LOS B)* — TV FO
- U/G Fiber Optic Cable (SUE – LOS C)* — TV FO
- U/G Fiber Optic Cable (SUE – LOS D)* — TV FO

GAS:

- Gas Valve
- Gas Meter
- U/G Gas Line Test Hole (SUE – LOS A)*
- U/G Gas Line (SUE – LOS B)* — G
- U/G Gas Line (SUE – LOS C)* — G
- U/G Gas Line (SUE – LOS D)* — G
- Above Ground Gas Line — A/G Gas

SANITARY SEWER:

- Sanitary Sewer Manhole
- Sanitary Sewer Cleanout
- U/G Sanitary Sewer Line — SS
- Above Ground Sanitary Sewer — A/G Sanitary Sewer
- SS Force Main Line Test Hole (SUE – LOS A)*
- SS Force Main Line (SUE – LOS B)* — FSS
- SS Force Main Line (SUE – LOS C)* — FSS
- SS Force Main Line (SUE – LOS D)* — FSS

MISCELLANEOUS:

- Utility Pole
- Utility Pole with Base
- Utility Located Object
- Utility Traffic Signal Box — S
- Utility Unknown U/G Line (SUE – LOS B)* — ?UTL
- U/G Tank; Water, Gas, Oil
- Underground Storage Tank, Approx. Loc.
- A/G Tank; Water, Gas, Oil
- Geoenvironmental Boring
- Abandoned According to Utility Records — AATUR
- End of Information — E.O.I.

PROJECT REFERENCE NO.	SHEET NO.
CLAYTON RIVER WALK	2A-1
ROADWAY DESIGN ENGINEER	PAVEMENT DESIGN ENGINEER

INCOMPLETE PLANS
DO NOT USE FOR R/W ACQUISITION

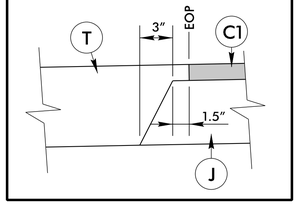
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PAVEMENT SCHEDULE

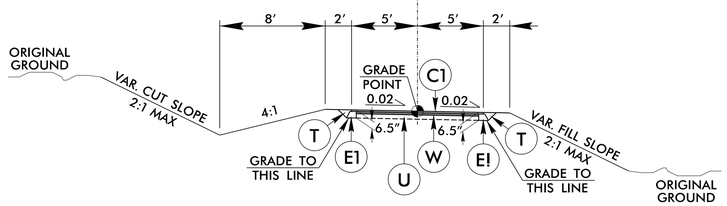
(PRELIMINARY PAVEMENT DESIGN)

C1	PROP. APPROX. 2½" ASPHALT CONCRETE SURFACE COURSE, TYPE S9.5B, AT AN AVERAGE RATE OF 137.5 LBS. PER SQ. YD. IN EACH OF TWO LAYERS	T	EARTH MATERIAL
C2	PROP. VAR. DEPTH ASPHALT CONCRETE SURFACE COURSE, TYPE S9.5B, AT AN AVERAGE RATE OF 110 LBS. PER SQ. YD. PER 1" DEPTH. TO BE PLACED IN LAYERS NOT LESS THAN 1" IN DEPTH OR GREATER THAN 3" IN DEPTH.	U	EXISTING PAVEMENT
E1	PROP. APPROX. 4" ASPHALT CONCRETE BASE COURSE, TYPE B25.0C, AT AN AVERAGE RATE OF 456 LBS. PER SQ. YD.	V	INCIDENTAL MILLING
E2	PROP. VAR. DEPTH ASPHALT CONCRETE BASE COURSE, TYPE B25.0C, AT AN AVERAGE RATE OF 114 LBS. PER SQ. YD. PER 1" DEPTH. TO BE PLACED IN LAYERS NOT LESS THAN 3" IN DEPTH OR GREATER THAN 5.5" IN DEPTH.	W	VARIABLE DEPTH ASPHALT PAVEMENT (SEE WEDGING DETAILS)
J	PROP. 6" COMPACTED AGGREGATE BASE COURSE		

PAVEMENT EDGE DESIGN



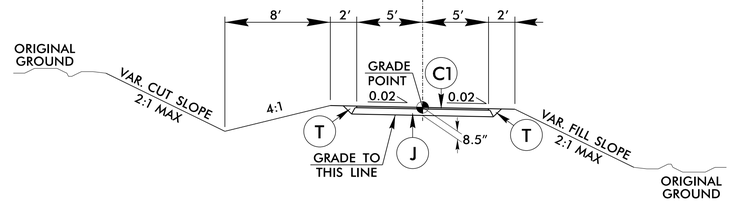
℄ CLAYTON RIVERWALK GREENWAY –L3–, –L4–, & –L5–



TYPICAL SECTION NO. 1

FROM –L3– STA. 10+50.00 TO STA. 10+92.64
FROM –L3– STA. 12+83.11 TO STA. 13+70.00
FROM –L4– STA. 12+30.00 TO STA. 12+46.56
FROM –L4– STA. 14+37.06 TO STA. 14+40.00
FROM –L5– STA. 12+70.79 TO STA. 13+30.00

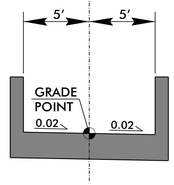
℄ CLAYTON RIVERWALK GREENWAY –L3–, –L4–, & –L5–



TYPICAL SECTION NO. 2

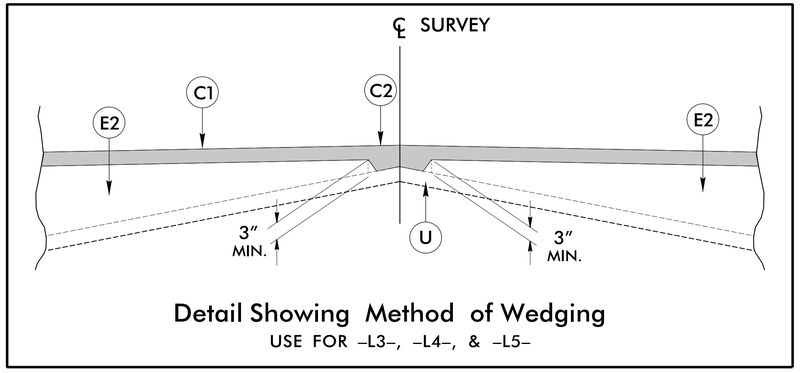
FROM –L3– STA. 10+92.64 TO STA. 11+42.64 (BEGIN BRIDGE)
FROM –L3– STA. 12+33.11 (END BRIDGE) TO STA. 12+83.11
FROM –L4– STA. 12+46.56 TO STA. 12+96.56 (BEGIN BRIDGE)
FROM –L4– STA. 13+87.06 (END BRIDGE) TO STA. 14+37.06
FROM –L5– STA. 10+80.00 TO STA. 11+30.29 (BEGIN BRIDGE)
FROM –L5– STA. 12+20.79 (END BRIDGE) TO STA. 12+70.79

℄ CLAYTON RIVERWALK GREENWAY –L3–, –L4–, & –L5–



TYPICAL SECTION NO. 3

FROM –L3– STA. 11+42.64 (BEGIN BRIDGE) TO STA. 12+33.11 (END BRIDGE)
FROM –L4– STA. 12+96.56 (BEGIN BRIDGE) TO STA. 13+87.06 (END BRIDGE)
FROM –L5– STA. STA. 11+30.29 (BEGIN BRIDGE) TO STA. 12+20.79 (END BRIDGE)



Detail Showing Method of Wedging

USE FOR –L3–, –L4–, & –L5–

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mjamir

8/17/99

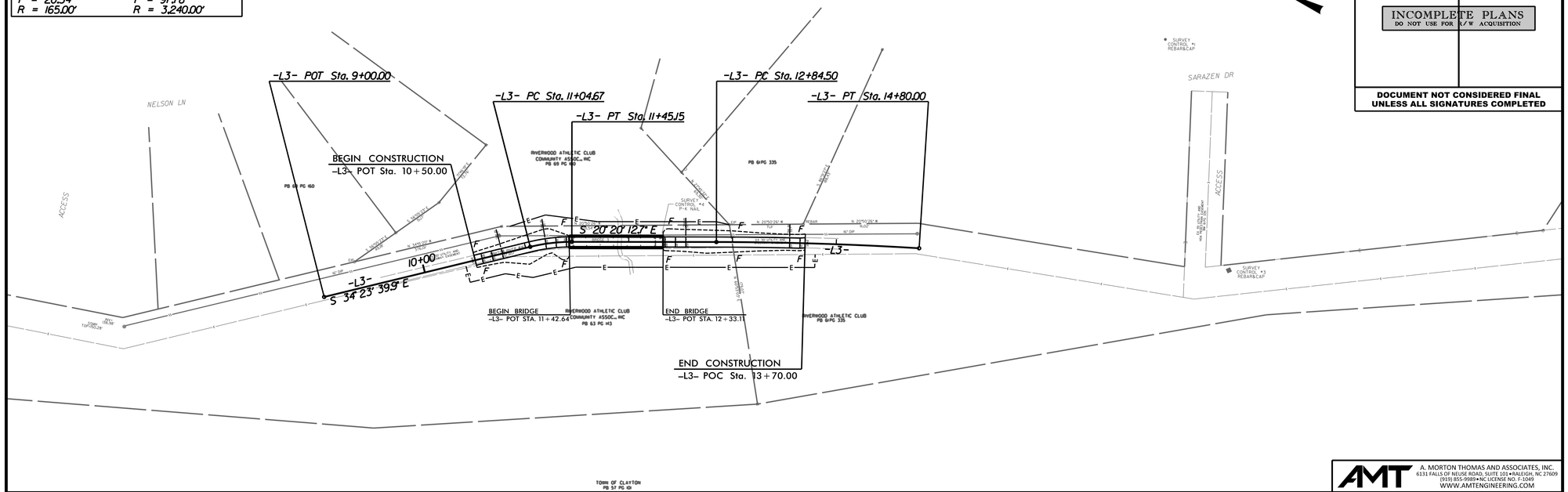
-L3-	
PI Sta 11+25.01	PI Sta 13+82.28
Δ = 14° 03' 27.3" (RT)	Δ = 3° 27' 26.0" (RT)
D = 34° 43' 29.0"	D = 1° 46' 06.2"
L = 40.48'	L = 195.50'
T = 20.34'	T = 97.78'
R = 165.00'	R = 3,240.00'

PROJECT REFERENCE NO.	SHEET NO.
CLAYTON RIVER WALK	04
R/W SHEET NO.	
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER

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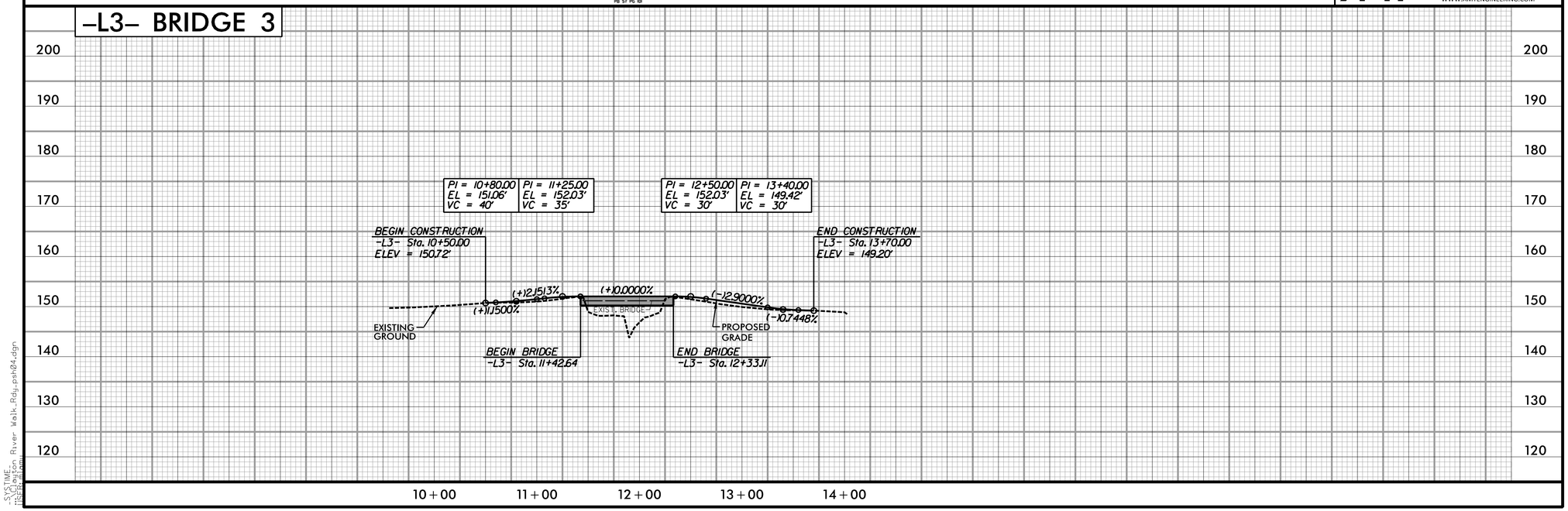
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-L3- BRIDGE 3



-SYSTIME-
-C:\Clayton River Walk_Rdy.psh\04.dgn
-USER-

8/17/99

-L4-
PI Sta 11+95.70
△ = 13° 55' 33.5" (RT)
D = 6° 56' 41.8"
L = 200.52'
T = 100.76'
R = 825.00'

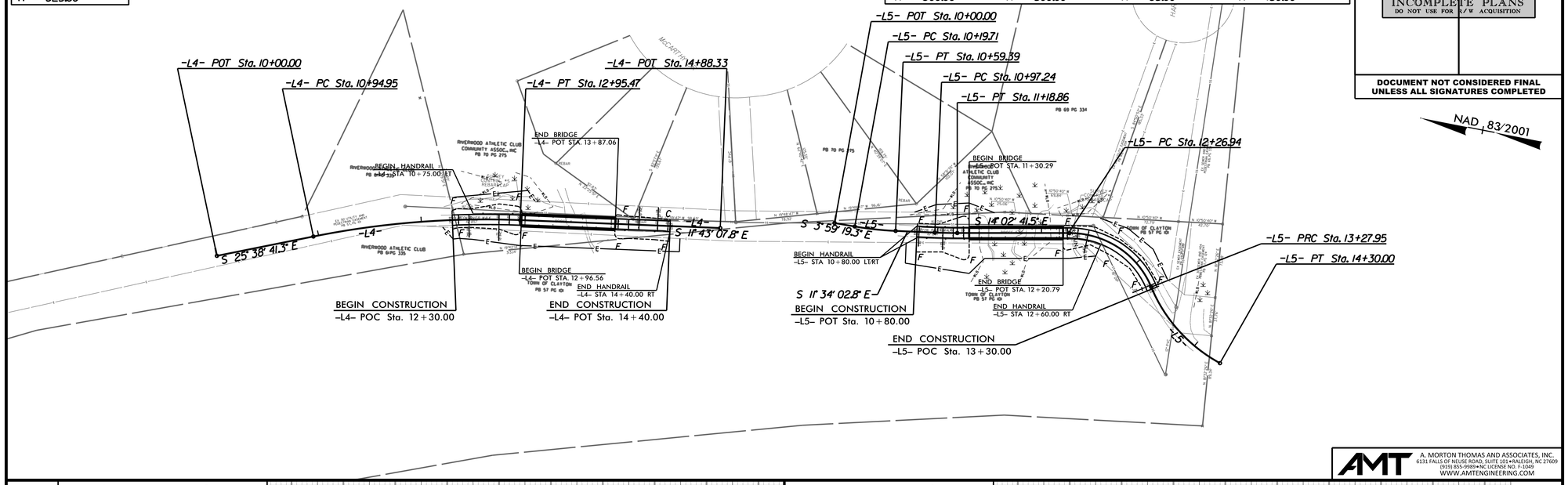
-L5-			
PI Sta 10+39.58	PI Sta 11+08.06	PI Sta 12+84.37	PI Sta 13+81.04
△ = 7° 34' 43.4" (LT)	△ = 2° 28' 38.7" (LT)	△ = 68° 04' 57.7" (RT)	△ = 38° 58' 54.1" (LT)
D = 19° 05' 54.9"	D = 11° 27' 33.0"	D = 67° 24' 24.5"	D = 38° 11' 49.9"
L = 39.68'	L = 21.62'	L = 101.01'	L = 102.05'
T = 19.87'	T = 10.81'	T = 57.42'	T = 53.09'
R = 300.00'	R = 500.00'	R = 85.00'	R = 150.00'

PROJECT REFERENCE NO.	SHEET NO.
CLAYTON RIVER WALK	05
R/W SHEET NO.	
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER

INCOMPLETE PLANS
DO NOT USE FOR R/W ACQUISITION

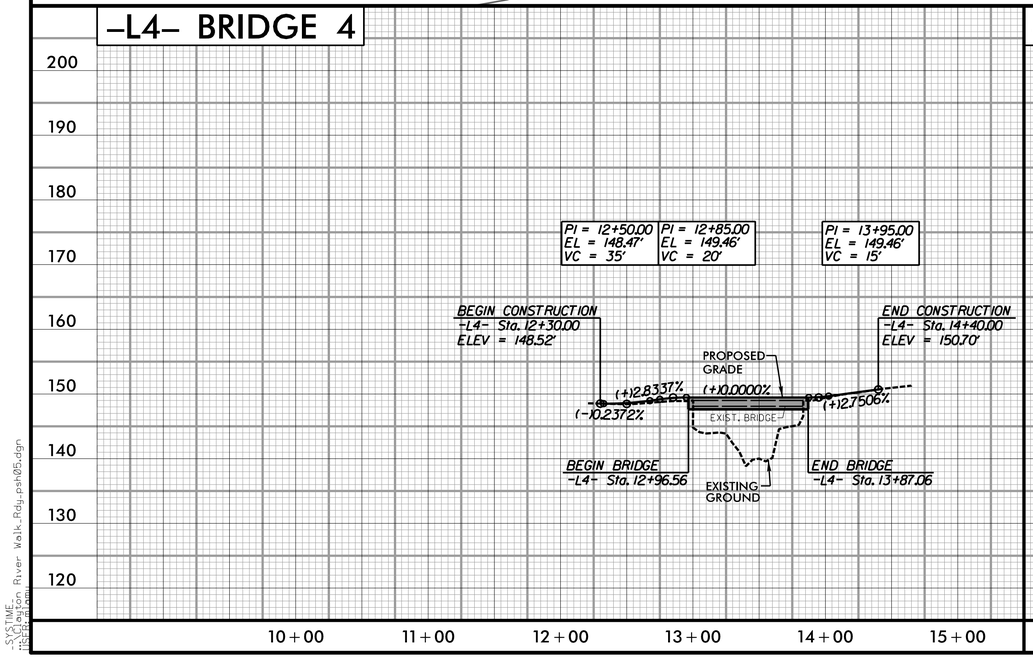
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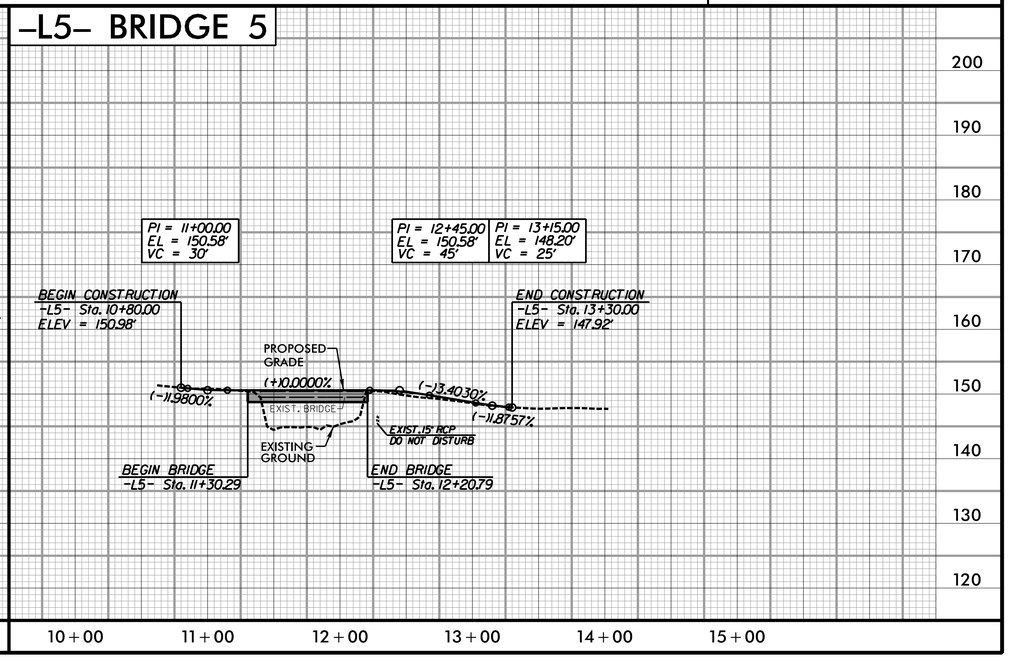


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-L4- BRIDGE 4



-L5- BRIDGE 5



SYSTIME
-Clayton River Walk_Rdy_psh05.dgn
jtischler

PROJECT REFERENCE NO.	SHEET NO.
Clayton River Walk	X-1

INCOMPLETE PLANS
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CLAYTON RIVER WALK

CROSS SECTION INDEX

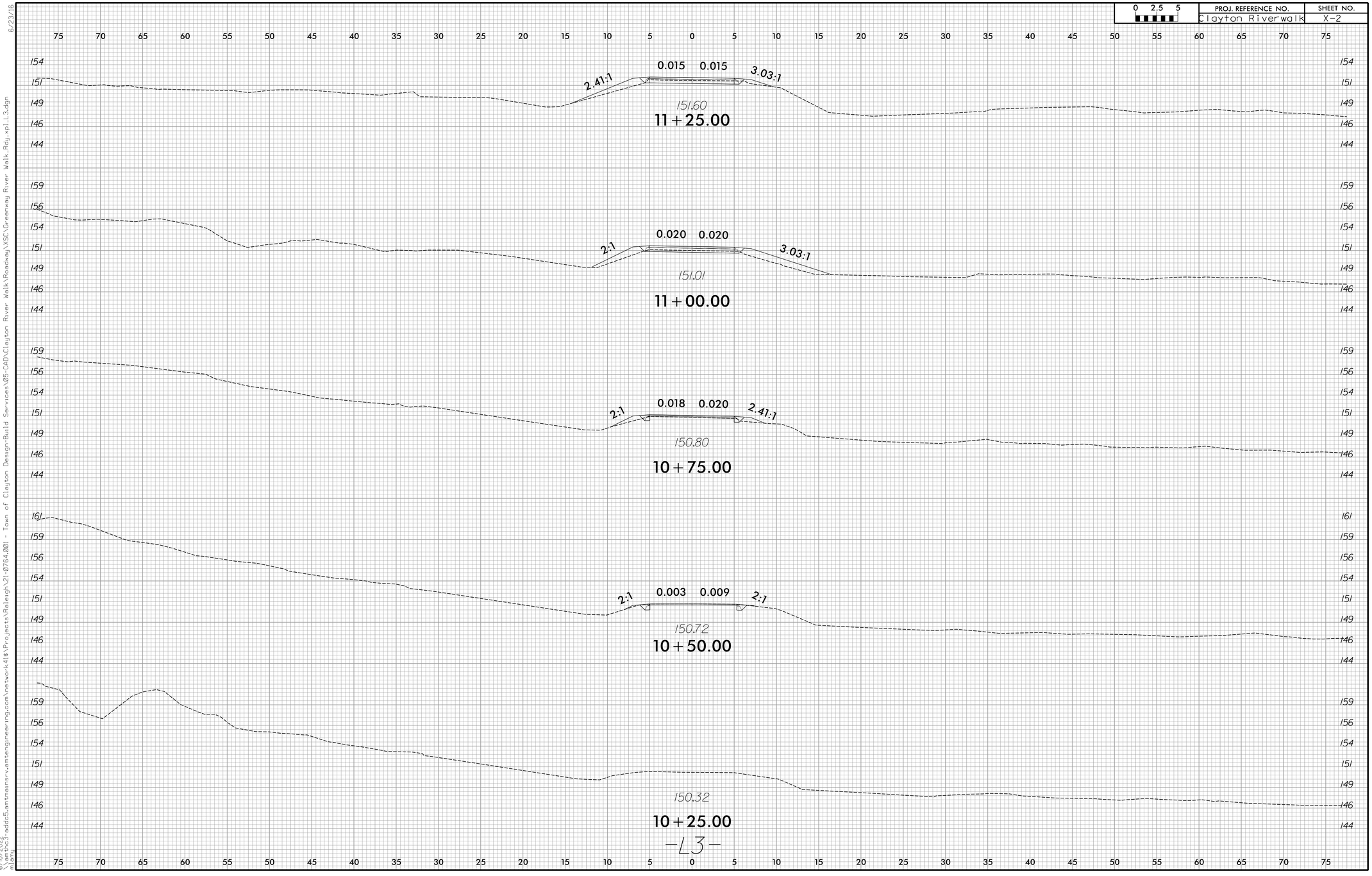
ALIGNMENT	SHEETS
-L3-	X-2 THRU X-5
-L4-	X-6 THRU X-10
-L5-	X-11 THRU X-16

Note: Approximate quantities only. Unclassified Excavation, Fine Grading, Clearing and Grubbing, Breaking of Existing Pavement, and Removal of Existing Asphalt Pavement will be paid for at the contract lump sum price for "Grading."

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6/10/2022
amthc3

0 2.5 5	PROJ. REFERENCE NO.	SHEET NO.
	Clayton Riverwalk	X-2



6/23/16

6/10/2022
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mlamb

6/23/16

0 2.5 5

PROJ. REFERENCE NO.	SHEET NO.
Clayton Riverwalk	X-3

75 70 65 60 55 50 45 40 35 30 25 20 15 10 5 0 5 10 15 20 25 30 35 40 45 50 55 60 65 70 75

160 157 155 152 150 147 145 142 140

0.000 0.000

151.50

12+25.00

159 156 154 151 149 146 144 142

0.000 0.000

146.85

12+00.00

159 156 154 151 149 146 144

0.000 0.000

148.95

11+50.00

159 156 154 151 149 146 144

0.000 0.000

152.02

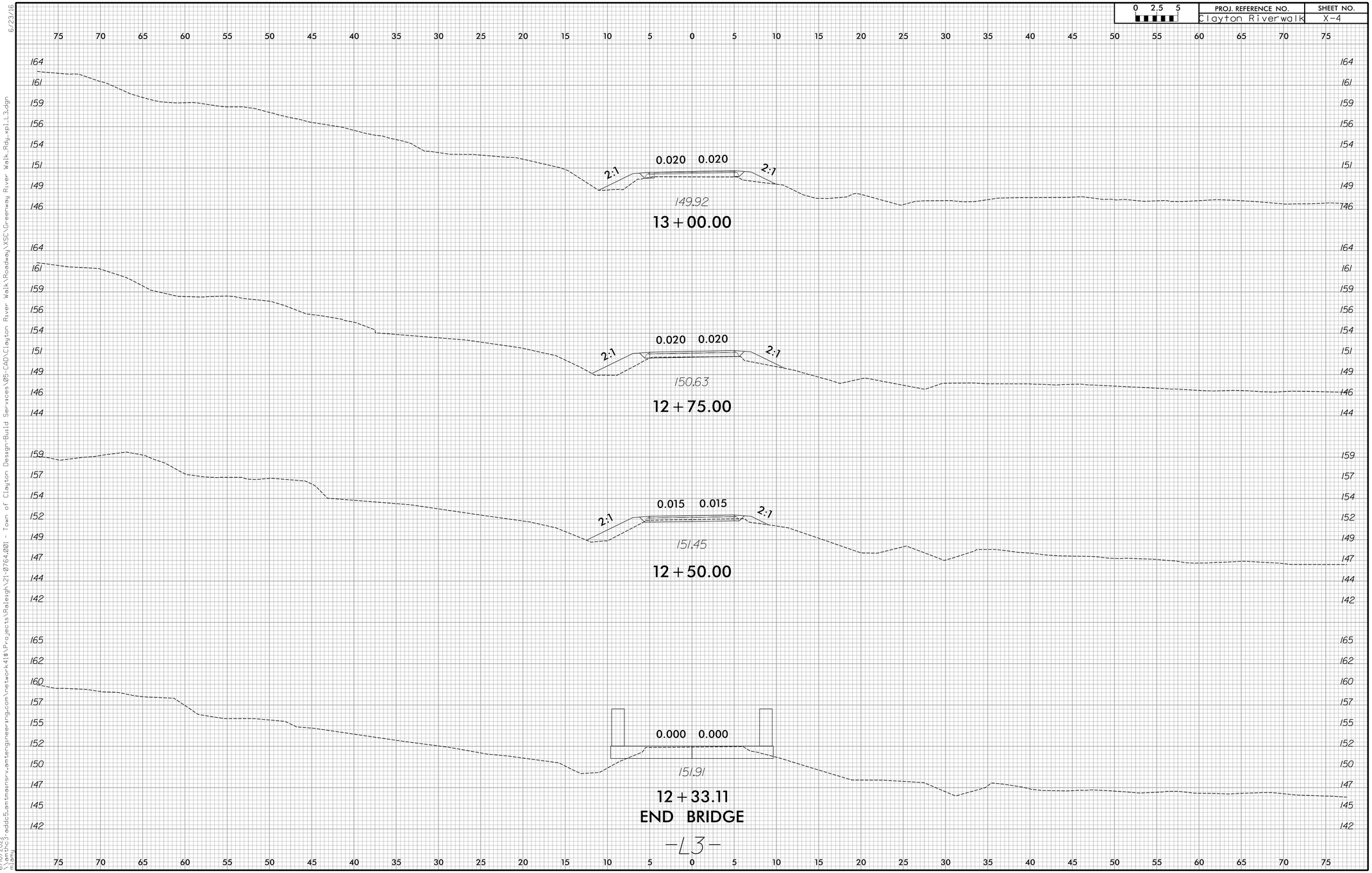
11+42.64

BEGIN BRIDGE

-L3-

75 70 65 60 55 50 45 40 35 30 25 20 15 10 5 0 5 10 15 20 25 30 35 40 45 50 55 60 65 70 75

6/10/2022
\\rmcs-sdd5.amtengineering.com\network41$\Projects\Raleigh\21-0764.001 - Town of Clayton Design-Build Services\05-CAD\Clayton River Walk\Roadway\XSC\Greenway River Walk_Rdy_xpl_L3.dgn
mlee



6/23/16
6/10/2022
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mlamy

6/23/16

0 2.5 5

PROJ. REFERENCE NO.	SHEET NO.
Clayton Riverwalk	X-5

149.15

13+75.00

149.20

13+70.00

END CONSTRUCTION

149.28

13+50.00

149.45

13+25.00

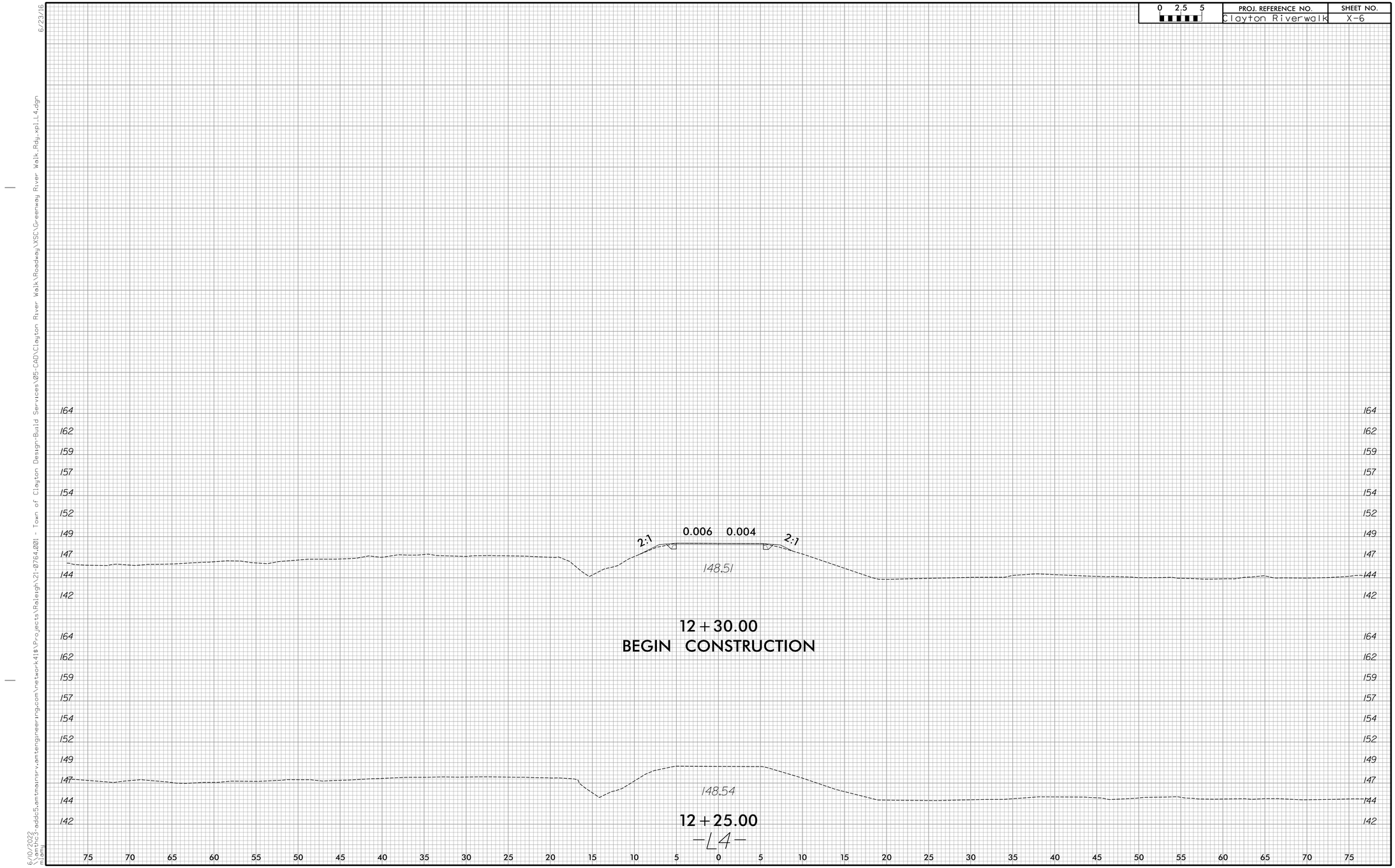
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mlamy

6/23/16

0 2.5 5

PROJ. REFERENCE NO.	SHEET NO.
Clayton Riverwalk	X-6



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mlamy

6/23/16

0 2.5 5	PROJ. REFERENCE NO.	SHEET NO.
	Clayton Riverwalk	X-7

75 70 65 60 55 50 45 40 35 30 25 20 15 10 5 0 5 10 15 20 25 30 35 40 45 50 55 60 65 70 75

156 154 151 149 146 144 141 139 136 134

0.000 0.000

148.90

12+96.56
BEGIN BRIDGE

156 154 151 149 146 144 141 139 136 134

0.020 0.020

2:1 2:1

148.76

12+75.00

162 160 157 155 152 150 147 145 142 140

0.020 0.020

2:1 2:1

148.44

12+50.00

-L4-

75 70 65 60 55 50 45 40 35 30 25 20 15 10 5 0 5 10 15 20 25 30 35 40 45 50 55 60 65 70 75

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mlamy

6/23/16

0 2.5 5	PROJ. REFERENCE NO.	SHEET NO.
	Clayton Riverwalk	X-8

75 70 65 60 55 50 45 40 35 30 25 20 15 10 5 0 5 10 15 20 25 30 35 40 45 50 55 60 65 70 75

156 154 151 149 146 144 141 139 136 134

0.000 0.000

140.02

13+50.00

156 154 151 149 146 144 141 139 136 134

0.000 0.000

143.88

13+25.00

156 154 151 149 146 144 141 139 136 134

0.000 0.000

148.54

13+00.00

-L4-

75 70 65 60 55 50 45 40 35 30 25 20 15 10 5 0 5 10 15 20 25 30 35 40 45 50 55 60 65 70 75

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mlamy

6/23/16

0 2.5 5	PROJ. REFERENCE NO.	SHEET NO.
	Clayton Riverwalk	X-9

75 70 65 60 55 50 45 40 35 30 25 20 15 10 5 0 5 10 15 20 25 30 35 40 45 50 55 60 65 70 75

158 156 153 151 148 146 143 141 138 136

2:1 0.010 0.010 2:1

149.42

14+00.00

156 154 151 149 146 144 141 139 136 134

0.000 0.000

148.89

13+87.06
END BRIDGE

156 154 151 149 146 144 141 139 136 134

0.000 0.000

145.01

13+75.00

-L4-

6/10/2022
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mlamb

6/23/16

0 2.5 5

PROJ. REFERENCE NO.	SHEET NO.
Clayton Riverwalk	X-10

75 70 65 60 55 50 45 40 35 30 25 20 15 10 5 0 5 10 15 20 25 30 35 40 45 50 55 60 65 70 75

162 159 157 154 152 149 147 144 142

150.95

14+50.00

164 162 159 157 154 152 149 147 144 142

0.010 0.010

2:1

150.70

14+40.00

END CONSTRUCTION

164 162 159 157 154 152 149 147 144 142

2:1 0.020 0.020 2:1

150.27

14+25.00

-L4-

75 70 65 60 55 50 45 40 35 30 25 20 15 10 5 0 5 10 15 20 25 30 35 40 45 50 55 60 65 70 75

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mlamy

6/23/16

0 2.5 5	PROJ. REFERENCE NO.	SHEET NO.
	Clayton Riverwalk	X-11

75 70 65 60 55 50 45 40 35 30 25 20 15 10 5 0 5 10 15 20 25 30 35 40 45 50 55 60 65 70 75

162 160 157 155 152 150 147 145 142 140

2:1 0.020 0.018 2:1

150.98

10+80.00
BEGIN CONSTRUCTION

166 163 161 158 156 153 151 148 146 143 141 138 136

151.07

10+75.00

-L5-

75 70 65 60 55 50 45 40 35 30 25 20 15 10 5 0 5 10 15 20 25 30 35 40 45 50 55 60 65 70 75

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mlamy

6/23/16

0 2.5 5

PROJ. REFERENCE NO.	SHEET NO.
Clayton Riverwalk	X-12

75 70 65 60 55 50 45 40 35 30 25 20 15 10 5 0 5 10 15 20 25 30 35 40 45 50 55 60 65 70 75

162 159 157 154 152 149 147 144 142

0.000 0.000

150.41

11+30.29

164 162 159 157 154 152 149 147 144 142

2:1 0.000 0.000 2:1

150.49

11+25.00

166 164 161 159 156 154 151 149 146 144 141 139 136 134

0.020 0.020

2:1

150.81

11+00.00

-L5-

75 70 65 60 55 50 45 40 35 30 25 20 15 10 5 0 5 10 15 20 25 30 35 40 45 50 55 60 65 70 75

6/10/2022
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mlamy

6/23/16

0 2.5 5	PROJ. REFERENCE NO.	SHEET NO.
	Clayton Riverwalk	X-13

75 70 65 60 55 50 45 40 35 30 25 20 15 10 5 0 5 10 15 20 25 30 35 40 45 50 55 60 65 70 75

158 155 153 150 148 145 143 140 138

0.000 0.000

145.33

12+00.00

158 156 153 151 148 146 143 141 138 136

0.000 0.000

144.92

11+75.00

158 156 153 151 148 146 143 141 138 136

0.000 0.000

144.44

11+50.00

-L5-

6/10/2022
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mlamy

6/23/16

0 2.5 5	PROJ. REFERENCE NO.	SHEET NO.
	Clayton Riverwalk	X-14

75 70 65 60 55 50 45 40 35 30 25 20 15 10 5 0 5 10 15 20 25 30 35 40 45 50 55 60 65 70 75

168 165 163 160 158 155 153 150 148 145 143 140 138

2:1 0.020 0.020 2:1

149.76

12+50.00

157 155 152 150 147 145 142 140

2:1 0.000 0.000 2:1

150.45

12+25.00

157 155 152 150 147 145 142 140

0.000 0.000

150.48

12+20.79
END BRIDGE

-L5-

75 70 65 60 55 50 45 40 35 30 25 20 15 10 5 0 5 10 15 20 25 30 35 40 45 50 55 60 65 70 75

6/10/2022
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mlamy

6/23/16

0 2.5 5

PROJ. REFERENCE NO.	SHEET NO.
Clayton Riverwalk	X-15

75 70 65 60 55 50 45 40 35 30 25 20 15 10 5 0 5 10 15 20 25 30 35 40 45 50 55 60 65 70 75

152 150 147 145 142 140

2:1 0.020 0.024 2:1

147.92

13+30.00

END CONSTRUCTION

152 150 147 145 142 140

2:1 0.020 0.020 2:1

148.00

13+25.00

157 155 152 150 147 145 142 140

2:1 0.020 0.020 2:1

148.57

13+00.00

166 163 161 158 156 153 151 148 146 143 141 138 136

2:1 0.020 0.020 2.41:1

149.24

12+75.00

-L5-

75 70 65 60 55 50 45 40 35 30 25 20 15 10 5 0 5 10 15 20 25 30 35 40 45 50 55 60 65 70 75

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mlamy

0 2.5 5	PROJ. REFERENCE NO.	SHEET NO.
	Clayton Riverwalk	X-16

6/23/16

75 70 65 60 55 50 45 40 35 30 25 20 15 10 5 0 5 10 15 20 25 30 35 40 45 50 55 60 65 70 75

152
150
147
145
142
140

147.72

13+50.00

-L5-

152
150
147
145
142
140

75 70 65 60 55 50 45 40 35 30 25 20 15 10 5 0 5 10 15 20 25 30 35 40 45 50 55 60 65 70 75

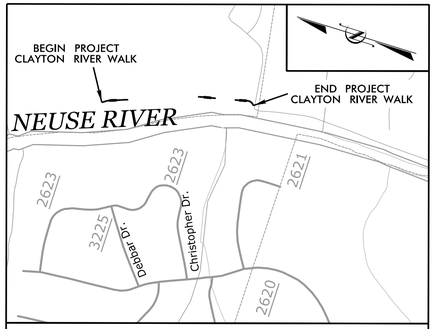
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mlamy

09/08/99

TIP PROJECT:

CONTRACT:

See Sheet 1A For Index of Sheets
See Sheet 1B For Conventional Symbols



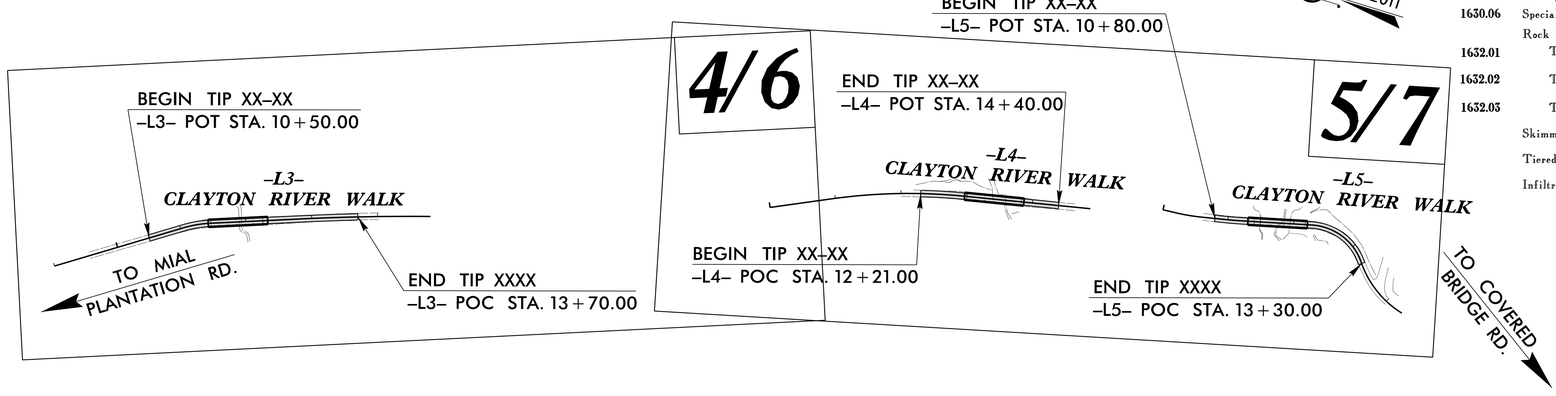
VICINITY MAP

N.T.S.

STATE OF NORTH CAROLINA
DIVISION OF HIGHWAYS
PLAN FOR PROPOSED
HIGHWAY EROSION CONTROL

STATE	STATE PROJECT REFERENCE NO.	SHEET NO.	TOTAL SHEETS
N.C.	CLAYTON RIVERWALK	EC-1	

STATE PROJ. NO.	F. A. PROJ. NO.	DESCRIPTION



EROSION AND SEDIMENT CONTROL MEASURES

Std. #	Description	Symbol
1630.03	Temporary Silt Ditch	TSD
1630.05	Temporary Diversion	TD
1605.01	Temporary Silt Fence	
1606.01	Special Sediment Control Fence	
1622.01	Temporary Berms and Slope Drains	
1630.02	Silt Basin Type B	
1633.01	Temporary Rock Silt Check Type-A	
	Temporary Rock Silt Check Type-A with Matting and Polyacrylamide (PAM)	
1633.02	Temporary Rock Silt Check Type-B	
	Wattle / Coir Fiber Wattle	EW CFW
	Wattle / Coir Fiber Wattle with Polyacrylamide (PAM)	
1634.01	Temporary Rock Sediment Dam Type-A	
1634.02	Temporary Rock Sediment Dam Type-B	
1635.01	Rock Pipe Inlet Sediment Trap Type-A	
1635.02	Rock Pipe Inlet Sediment Trap Type-B	
1630.04	Stilling Basin	
1630.06	Special Stilling Basin	
	Rock Inlet Sediment Trap:	
1632.01	Type A	A
1632.02	Type B	B
1632.03	Type C	C
	Skimmer Basin	
	Tiered Skimmer Basin	
	Infiltration Basin	

THIS PROJECT CONTAINS EROSION CONTROL PLANS FOR CLEARING AND GRUBBING PHASE OF CONSTRUCTION.

INCOMPLETE PLANS
DO NOT USE FOR R/W ACQUISITION

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

PROGRESS PLANS
06–20–2022

GRAPHIC SCALE

50 25 0 50 100
PLANS

THESE EROSION AND SEDIMENT CONTROL PLANS COMPLY WITH THE APPLICABLE REGULATIONS SET FORTH BY THE NCG–010000 GENERAL CONSTRUCTION PERMIT EFFECTIVE APRIL 1, 2019 AND ISSUED BY THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY DIVISION OF WATER RESOURCES.

EROSION CONTROL ENGINEER

P.E.

SIGNATURE

Prepared In the Office of:

AMT
A. MORTON THOMAS AND ASSOCIATES, INC.
6131 FALLS OF NEUSE ROAD, SUITE 120 • RALEIGH, NC 27609
(919) 855-9989 • NC LICENSE NO. F-1049
WWW.AMTENGINEERING.COM

Designed by:

SAM MacDONALD, PE *4131*

NAME *LEVEL III CERTIFICATION NO.*

Roadway Standard Drawings

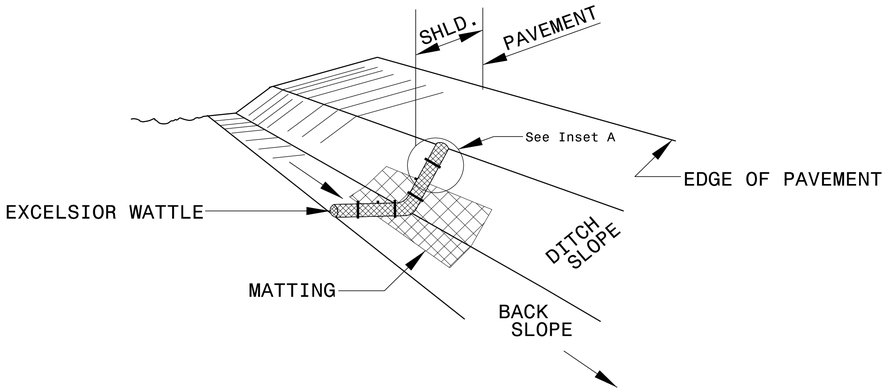
The following roadway english standards as appear in "Roadway Standard Drawings"– Roadway Design Unit – N. C. Department of Transportation – Raleigh, N. C., dated January 2018 and the latest revision thereto are applicable to this project and by reference hereby are considered a part of these plans.

1604.01	Railroad Erosion Control Detail	1632.01	Rock Inlet Sediment Trap Type A
1605.01	Temporary Silt Fence	1632.02	Rock Inlet Sediment Trap Type B
1606.01	Special Sediment Control Fence	1632.03	Rock Inlet Sediment Trap Type C
1607.01	Gravel Construction Entrance	1633.01	Temporary Rock Silt Check Type A
1622.01	Temporary Berms and Slope Drains	1633.02	Temporary Rock Silt Check Type B
1630.01	Riser Basin	1634.01	Temporary Rock Sediment Dam Type A
1630.02	Silt Basin Type B	1634.02	Temporary Rock Sediment Dam Type B
1630.03	Temporary Silt Ditch	1635.01	Rock Pipe Inlet Sediment Trap Type A
1630.04	Stilling Basin	1635.02	Rock Pipe Inlet Sediment Trap Type B
1630.05	Temporary Diversion	1640.01	Coir Fiber Baffle
1630.06	Special Stilling Basin	1645.01	Temporary Stream Crossing
1631.01	Matting Installation		

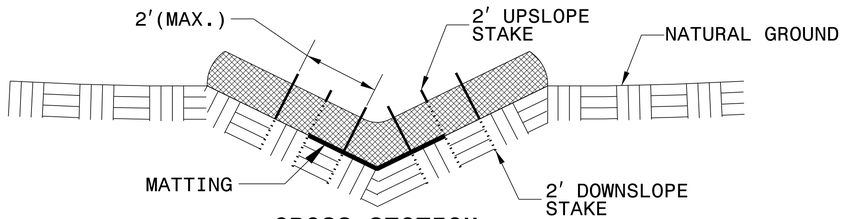
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tsh

PROJECT REFERENCE NO.	SHEET NO.
CLAYTON_RIVER_WALK	EC-2A
R/W SHEET NO.	

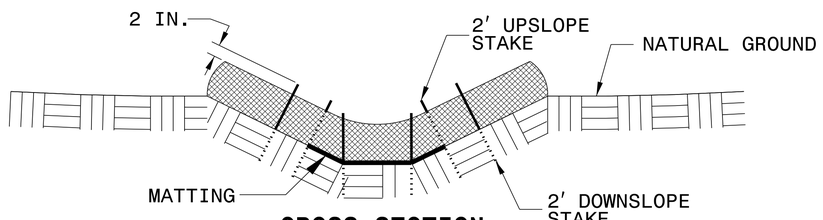
WATTLE DETAIL



ISOMETRIC VIEW



CROSS SECTION VEE DITCH



CROSS SECTION TRAPEZOIDAL DITCH

NOTES:

USE MINIMUM 12 IN. DIAMETER EXCELSIOR WATTLE.

USE 2 FT. WOODEN STAKES WITH A 2 IN. BY 2 IN. NOMINAL CROSS SECTION.

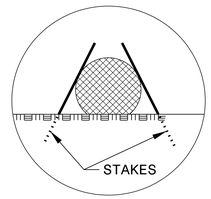
ONLY INSTALL WATTLE(S) TO A HEIGHT IN DITCH SO FLOW WILL NOT WASH AROUND WATTLE AND SCOUR DITCH SLOPES AND AS DIRECTED.

INSTALL A MINIMUM OF 2 UPSLOPE STAKES AND 4 DOWNSLOPE STAKES AT AN ANGLE TO WEDGE WATTLE TO BOTTOM OF DITCH.

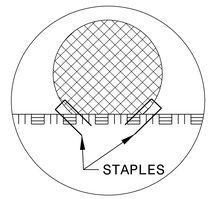
PROVIDE STAPLES MADE OF 0.125 IN. DIAMETER STEEL WIRE FORMED INTO A U SHAPE NOT LESS THAN 12" IN LENGTH.

INSTALL STAPLES APPROXIMATELY EVERY 1 LINEAR FOOT ON BOTH SIDES OF WATTLE AND AT EACH END TO SECURE IT TO THE SOIL.

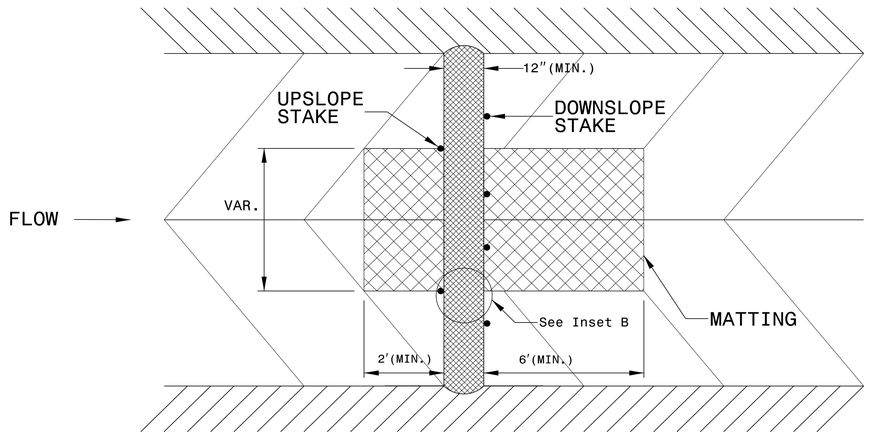
INSTALL MATTING IN ACCORDANCE WITH SECTION 1631 OF THE STANDARD SPECIFICATIONS.



INSET A



INSET B



TOP VIEW

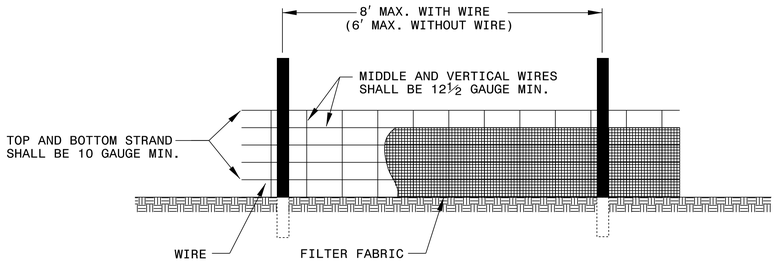
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kkoon

PROJECT REFERENCE NO.	SHEET NO.
CLAYTON_RIVER_WALK	EC-2B
R/W SHEET NO.	

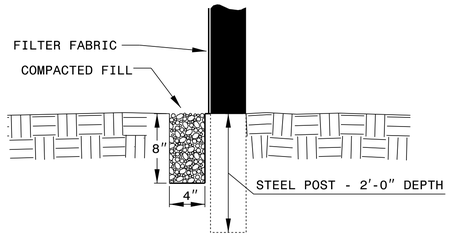
STATE OF NORTH CAROLINA
DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS
RALEIGH, N.C.

ENGLISH STANDARD DRAWING FOR
TEMPORARY SILT FENCE

SHEET 1 OF 1
1605.01



NOTES
USE WIRE A MINIMUM OF 32″ IN WIDTH AND WITH A MINIMUM OF 6 LINE WIRES WITH 12″ STAY SPACING.
USE FILTER FABRIC A MINIMUM OF 36″ IN WIDTH AND FASTEN ADEQUATELY TO THE WIRE AS DIRECTED BY THE ENGINEER.
PROVIDE 5′-0″ STEEL POST OF THE SELF-FASTENER ANGLE STEEL TYPE.



EXTENSION OF FABRIC AND WIRE INTO TRENCH

STATE OF NORTH CAROLINA
DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS
RALEIGH, N.C.

ENGLISH STANDARD DRAWING FOR
TEMPORARY SILT FENCE

SHEET 1 OF 1
1605.01

STATE OF NORTH CAROLINA
DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS
RALEIGH, N.C.

ENGLISH STANDARD DRAWING FOR
SPECIAL SEDIMENT CONTROL FENCE

SHEET 1 OF 1
1606.01

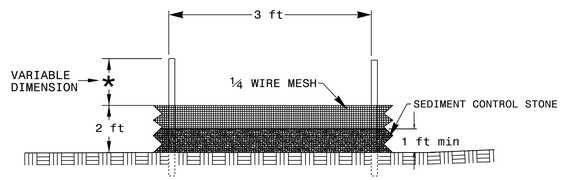
GENERAL NOTES:

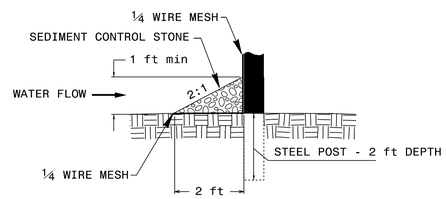
USE NO. 5 OR NO. 57 STONE FOR SEDIMENT CONTROL STONE.

USE HARDWARE CLOTH 24 GAUGE WIRE MESH WITH 1/4 INCH MESH OPENINGS.

INSTALL 5 FT. SELF FASTENER ANGLE STEEL POST 2 FT. DEEP MINIMUM.

SPACE POST A MAXIMUM OF 3 FT.





STATE OF NORTH CAROLINA
DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS
RALEIGH, N.C.

ENGLISH STANDARD DRAWING FOR
SPECIAL SEDIMENT CONTROL FENCE

SHEET 1 OF 1
1606.01

Special Sediment Control Fence:

Description:

The work covered by this section consists of the construction, maintenance, and removal of special sediment control fence. Place special sediment control fence as shown on the plans or as directed by the Engineer.

Materials:

(A) Posts:

Steel posts shall be at least 5 feet in length, approximately 1 3⁄8 inches wide measured parallel to the fence, and have a minimum weight of 1.25 lb⁄ft of length. The post shall be equipped with an anchor plate having a minimum area of 14.0 square inches, and shall have a means of retaining wire in the desired position without displacement.

(B) 1⁄4 inch Hardware Cloth:

Hardware cloth shall have 1⁄4 inch openings constructed from #24 gauge wire. Install hardware cloth according to the detail shown on the plans.

(C) Sediment Control Stone:

Sediment control stone shall meet the requirements of Section 1005. Install stone according to the detail shown on the plans.

Maintenance and Removal:

The Contractor shall maintain the special sediment control fence until the project is accepted or until the fence is removed, and shall remove and dispose of silt accumulations at the fence when so directed by the Engineer in accordance with Section 1630.

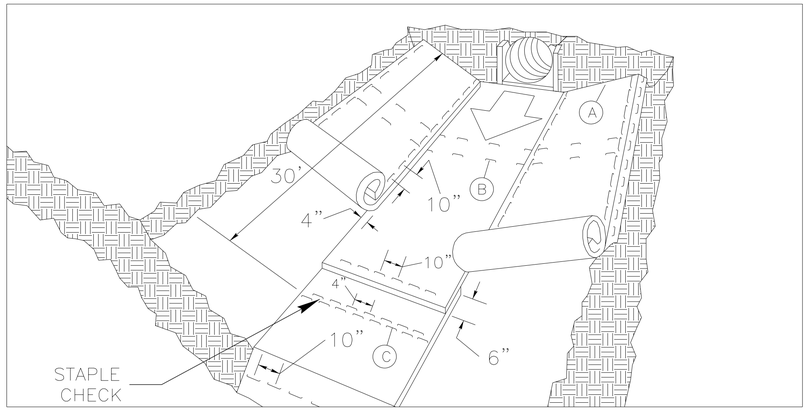
The quantity of posts, sediment control stone and hardware cloth as measured above will be paid for at the contract price for "Lump Sum for Erosion Control". Such price and payment will be full compensation for all work covered by this provision, including but not limited to, furnishing all materials, installation, and removal and disposal of silt accumulations and materials.

A. MORTON THOMAS AND ASSOCIATES, INC.
6131 FALLS OF NEUSE ROAD, SUITE 101 • RALEIGH, NC 27609
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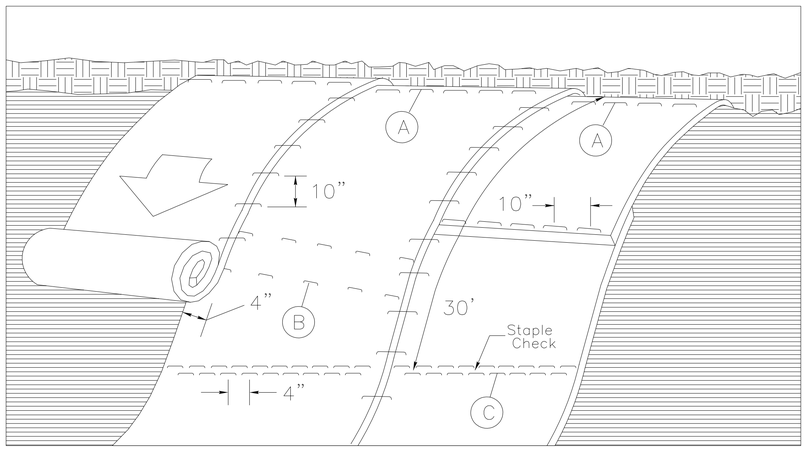
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PROJECT REFERENCE NO.	SHEET NO.
CLAYTON_RIVER_WALK	EC-2C
R/W SHEET NO.	

MATTING INSTALLATION DETAIL



MATTING IN DITCHES



MATTING ON SLOPES

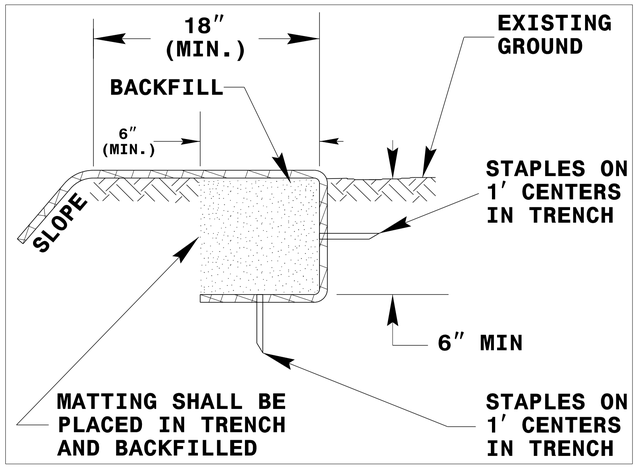


DIAGRAM (A)

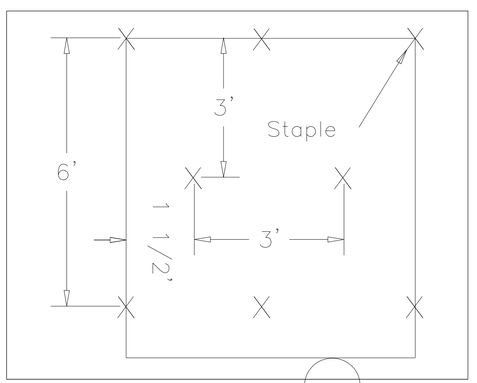


DIAGRAM (B)

Staple Check Pattern

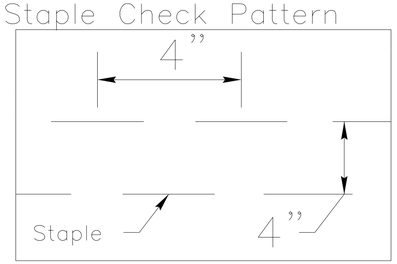


DIAGRAM (C)

NOTES:

THIS DETAIL APPLIES TO STRAW, EXCELSIOR, AND PERMANENT SOIL REINFORCEMENT MAT (PSRM) INSTALLATION.

STAPLES SHALL BE NO. 11 GAUGE STEEL WIRE FORMED INTO A "U" SHAPE WITH A MINIMUM THROAT WIDTH OF 1 INCH AND NOT LESS THAN 6 INCHES IN LENGTH.

NOT TO SCALE

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PROJECT REFERENCE NO.	SHEET NO.
CLAYTON_RIVER_WALK	EC-2D
R/W SHEET NO.	

GROUND STABILIZATION AND MATERIALS HANDLING PRACTICES FOR COMPLIANCE WITH THE NCG01 CONSTRUCTION GENERAL PERMIT

Implementing the details and specifications on this plan sheet will result in the construction activity being considered compliant with the Ground Stabilization and Materials Handling sections of the NCG01 Construction General Permit (Sections E and F, respectively). The permittee shall comply with the Erosion and Sediment Control plan approved by the delegated authority having jurisdiction. All details and specifications shown on this sheet may not apply depending on site conditions and the delegated authority having jurisdiction.

SECTION E: GROUND STABILIZATION

Required Ground Stabilization Timeframes

Site Area Description	Stabilize within this many calendar days after ceasing land disturbance	Timeframe variations
(a) Perimeter dikes, swales, ditches, and perimeter slopes	7	None
(b) High Quality Water (HQW) Zones	7	None
(c) Slopes steeper than 3:1	7	If slopes are 10' or less in length and are not steeper than 2:1, 14 days are allowed
(d) Slopes 3:1 to 4:1	14	-7 days for slopes greater than 50' in length and with slopes steeper than 4:1 -7 days for perimeter dikes, swales, ditches, perimeter slopes and HQW Zones -10 days for Falls Lake Watershed
(e) Areas with slopes flatter than 4:1	14	-7 days for perimeter dikes, swales, ditches, perimeter slopes and HQW Zones -10 days for Falls Lake Watershed unless there is zero slope

Note: After the permanent cessation of construction activities, any areas with temporary ground stabilization shall be converted to permanent ground stabilization as soon as practicable but in no case longer than 90 calendar days after the last land disturbing activity. Temporary ground stabilization shall be maintained in a manner to render the surface stable against accelerated erosion until permanent ground stabilization is achieved.

GROUND STABILIZATION SPECIFICATION

Stabilize the ground sufficiently so that rain will not dislodge the soil. Use one of the techniques in the table below:

Temporary Stabilization	Permanent Stabilization
• Temporary grass seed covered with straw or other mulches and tackifiers • Hydroseeding • Rolled erosion control products with or without temporary grass seed • Appropriately applied straw or other mulch • Plastic sheeting	• Permanent grass seed covered with straw or other mulches and tackifiers • Geotextile fabrics such as permanent soil reinforcement matting • Hydroseeding • Shrubs or other permanent plantings covered with mulch • Uniform and evenly distributed ground cover sufficient to restrain erosion • Structural methods such as concrete, asphalt or retaining walls • Rolled erosion control products with grass seed

POLYACRYLAMIDES (PAMS) AND FLOCCULANTS

1. Select flocculants that are appropriate for the soils being exposed during construction, selecting from the *NC DWR List of Approved PAMS/Flocculants*.
2. Apply flocculants at or before the inlets to Erosion and Sediment Control Measures.
3. Apply flocculants at the concentrations specified in the *NC DWR List of Approved PAMS/Flocculants* and in accordance with the manufacturer's instructions.
4. Provide ponding area for containment of treated Stormwater before discharging offsite.
5. Store flocculants in leak-proof containers that are kept under storm-resistant cover or surrounded by secondary containment structures.

EQUIPMENT AND VEHICLE MAINTENANCE

1. Maintain vehicles and equipment to prevent discharge of fluids.
2. Provide drip pans under any stored equipment.
3. Identify leaks and repair as soon as feasible, or remove leaking equipment from the project.
4. Collect all spent fluids, store in separate containers and properly dispose as hazardous waste (recycle when possible).
5. Remove leaking vehicles and construction equipment from service until the problem has been corrected.
6. Bring used fuels, lubricants, coolants, hydraulic fluids and other petroleum products to a recycling or disposal center that handles these materials.

LITTER, BUILDING MATERIAL AND LAND CLEARING WASTE

1. Never bury or burn waste. Place litter and debris in approved waste containers.
2. Provide a sufficient number and size of waste containers (e.g dumpster, trash receptacle) on site to contain construction and domestic wastes.
3. Locate waste containers at least 50 feet away from storm drain inlets and surface waters unless no other alternatives are reasonably available.
4. Locate waste containers on areas that do not receive substantial amounts of runoff from upland areas and does not drain directly to a storm drain, stream or wetland.
5. Cover waste containers at the end of each workday and before storm events or provide secondary containment. Repair or replace damaged waste containers.
6. Anchor all lightweight items in waste containers during times of high winds.
7. Empty waste containers as needed to prevent overflow. Clean up immediately if containers overflow.
8. Dispose waste off-site at an approved disposal facility.
9. On business days, clean up and dispose of waste in designated waste containers.

PAINT AND OTHER LIQUID WASTE

1. Do not dump paint and other liquid waste into storm drains, streams or wetlands.
2. Locate paint washouts at least 50 feet away from storm drain inlets and surface waters unless no other alternatives are reasonably available.
3. Contain liquid wastes in a controlled area.
4. Containment must be labeled, sized and placed appropriately for the needs of site.
5. Prevent the discharge of soaps, solvents, detergents and other liquid wastes from construction sites.

PORTABLE TOILETS

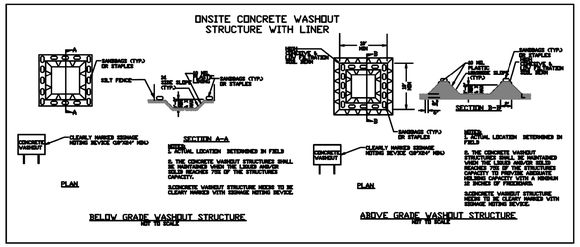
1. Install portable toilets on level ground, at least 50 feet away from storm drains, streams or wetlands unless there is no alternative reasonably available. If 50 foot offset is not attainable, provide relocation of portable toilet behind silt fence or place on a gravel pad and surround with sand bags.
2. Provide staking or anchoring of portable toilets during periods of high winds or in high foot traffic areas.
3. Monitor portable toilets for leaking and properly dispose of any leaked material. Utilize a licensed sanitary waste hauler to remove leaking portable toilets and replace with properly operating unit.

EARTHEN STOCKPILE MANAGEMENT

1. Show stockpile locations on plans. Locate earthen-material stockpile areas at least 50 feet away from storm drain inlets, sediment basins, perimeter sediment controls and surface waters unless it can be shown no other alternatives are reasonably available.
2. Protect stockpile with silt fence installed along toe of slope with a minimum offset of five feet from the toe of stockpile.
3. Provide stable stone access point when feasible.
4. Stabilize stockpile within the timeframes provided on this sheet and in accordance with the approved plan and any additional requirements. Soil stabilization is defined as vegetative, physical or chemical coverage techniques that will restrain accelerated erosion on disturbed soils for temporary or permanent control needs.

NORTH CAROLINA Environmental Quality

ONSITE CONCRETE WASHOUT STRUCTURE WITH LINER



CONCRETE WASHOUTS

1. Do not discharge concrete or cement slurry from the site.
2. Dispose of, or recycle settled, hardened concrete residue in accordance with local and state solid waste regulations and at an approved facility.
3. Manage washout from mortar mixers in accordance with the above item and in addition place the mixer and associated materials on impervious barrier and within lot perimeter silt fence.
4. Install temporary concrete washouts per local requirements, where applicable. If an alternate method or product is to be used, contact your approval authority for review and approval. If local standard details are not available, use one of the two types of temporary concrete washouts provided on this detail.
5. Do not use concrete washouts for dewatering or storing defective curb or sidewalk sections. Stormwater accumulated within the washout may not be pumped into or discharged to the storm drain system or receiving surface waters. Liquid waste must be pumped out and removed from project.
6. Locate washouts at least 50 feet from storm drain inlets and surface waters unless it can be shown that no other alternatives are reasonably available. At a minimum, install protection of storm drain inlet(s) closest to the washout which could receive spills or overflow.
7. Locate washouts in an easily accessible area, on level ground and install a stone entrance pad in front of the washout. Additional controls may be required by the approving authority.
8. Install at least one sign directing concrete trucks to the washout within the project limits. Post signage on the washout itself to identify this location.
9. Remove leavings from the washout when at approximately 75% capacity to limit overflow events. Replace the tarp, sand bags or other temporary structural components when no longer functional. When utilizing alternative or proprietary products, follow manufacturer's instructions.
10. At the completion of the concrete work, remove remaining leavings and dispose of in an approved disposal facility. Fill pit, if applicable, and stabilize any disturbance caused by removal of washout.

HERBICIDES, PESTICIDES AND RODENTICIDES

1. Store and apply herbicides, pesticides and rodenticides in accordance with label restrictions.
2. Store herbicides, pesticides and rodenticides in their original containers with the label, which lists directions for use, ingredients and first aid steps in case of accidental poisoning.
3. Do not store herbicides, pesticides and rodenticides in areas where flooding is possible or where they may spill or leak into wells, stormwater drains, ground water or surface water. If a spill occurs, clean area immediately.
4. Do not stockpile these materials onsite.

HAZARDOUS AND TOXIC WASTE

1. Create designated hazardous waste collection areas on-site.
2. Place hazardous waste containers under cover or in secondary containment.
3. Do not store hazardous chemicals, drums or bagged materials directly on the ground.

NCG01 GROUND STABILIZATION AND MATERIALS HANDLING

EFFECTIVE: 04/01/19

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PROJECT REFERENCE NO.	SHEET NO.
CLAYTON_RIVER_WALK	EC-2E
R/W SHEET NO.	

PART III
SELF-INSPECTION, RECORDKEEPING AND REPORTING

SECTION A: SELF-INSPECTION

Self-inspections are required during normal business hours in accordance with the table below. When adverse weather or site conditions would cause the safety of the inspection personnel to be in jeopardy, the inspection may be delayed until the next business day on which it is safe to perform the inspection. In addition, when a storm event of equal to or greater than 1.0 inch occurs outside of normal business hours, the self-inspection shall be performed upon the commencement of the next business day. Any time when inspections were delayed shall be noted in the Inspection Record.

Inspect	Frequency (during normal business hours)	Inspection records must include:
(1) Rain gauge maintained in good working order	Daily	Daily rainfall amounts. If no daily rain gauge observations are made during weekend or holiday periods, and no individual-day rainfall information is available, record the cumulative rain measurement for those un-attended days (and this will determine if a site inspection is needed). Days on which no rainfall occurred shall be recorded as "zero." The permittee may use another rain-monitoring device approved by the Division.
(2) E&SC Measures	At least once per 7 calendar days and within 24 hours of a rain event ≥ 1.0 inch in 24 hours	1. Identification of the measures inspected, 2. Date and time of the inspection, 3. Name of the person performing the inspection, 4. Indication of whether the measures were operating properly, 5. Description of maintenance needs for the measure, 6. Description, evidence, and date of corrective actions taken.
(3) Stormwater discharge outfalls (SDCs)	At least once per 7 calendar days and within 24 hours of a rain event ≥ 1.0 inch in 24 hours	1. Identification of the discharge outfalls inspected, 2. Date and time of the inspection, 3. Name of the person performing the inspection, 4. Evidence of indicators of stormwater pollution such as oil sheen, floating or suspended solids or discoloration, 5. Indication of visible sediment leaving the site, 6. Description, evidence, and date of corrective actions taken.
(4) Perimeter of site	At least once per 7 calendar days and within 24 hours of a rain event ≥ 1.0 inch in 24 hours	If visible sedimentation is found outside site limits, then a record of the following shall be made: 1. Actions taken to clean up or stabilize the sediment that has left the site limits, 2. Description, evidence, and date of corrective actions taken, and 3. An explanation as to the actions taken to control future releases.
(5) Streams or wetlands onsite or offsite (where accessible)	At least once per 7 calendar days and within 24 hours of a rain event ≥ 1.0 inch in 24 hours	If the stream or wetland has increased visible sedimentation or a stream has visible increased turbidity from the construction activity, then a record of the following shall be made: 1. Description, evidence and date of corrective actions taken, and 2. Records of the required reports to the appropriate Division Regional Office per Part III, Section C, Item (2)(a) of this permit.
(6) Ground stabilization measures	After each phase of grading	1. The phase of grading (installation of perimeter E&SC measures, clearing and grubbing, installation of storm drainage facilities, completion of all land-disturbing activity, construction or redevelopment, permanent ground cover). 2. Documentation that the required ground stabilization measures have been provided within the required timeframe or an assurance that they will be provided as soon as possible.

NOTE: The rain inspection resets the required 7 calendar day inspection requirement.

PART III
SELF-INSPECTION, RECORDKEEPING AND REPORTING

SECTION B: RECORDKEEPING

1. E&SC Plan Documentation

The approved E&SC plan as well as any approved deviation shall be kept on the site. The approved E&SC plan must be kept up-to-date throughout the coverage under this permit. The following items pertaining to the E&SC plan shall be kept on site and available for inspection at all times during normal business hours.

Item to Document	Documentation Requirements
(a) Each E&SC measure has been installed and does not significantly deviate from the locations, dimensions and relative elevations shown on the approved E&SC plan.	Initial and date each E&SC measure on a copy of the approved E&SC plan or complete, date and sign an inspection report that lists each E&SC measure shown on the approved E&SC plan. This documentation is required upon the initial installation of the E&SC measures or if the E&SC measures are modified after initial installation.
(b) A phase of grading has been completed.	Initial and date a copy of the approved E&SC plan or complete, date and sign an inspection report to indicate completion of the construction phase.
(c) Ground cover is located and installed in accordance with the approved E&SC plan.	Initial and date a copy of the approved E&SC plan or complete, date and sign an inspection report to indicate compliance with approved ground cover specifications.
(d) The maintenance and repair requirements for all E&SC measures have been performed.	Complete, date and sign an inspection report.
(e) Corrective actions have been taken to E&SC measures.	Initial and date a copy of the approved E&SC plan or complete, date and sign an inspection report to indicate the completion of the corrective action.

2. Additional Documentation to be Kept on Site

In addition to the E&SC plan documents above, the following items shall be kept on the site and available for inspectors at all times during normal business hours, unless the Division provides a site-specific exemption based on unique site conditions that make this requirement not practical:

(a) This General Permit as well as the Certificate of Coverage, after it is received.

(b) Records of inspections made during the previous twelve months. The permittee shall record the required observations on the Inspection Record Form provided by the Division or a similar inspection form that includes all the required elements. Use of electronically-available records in lieu of the required paper copies will be allowed if shown to provide equal access and utility as the hard-copy records.

3. Documentation to be Retained for Three Years

All data used to complete the e-NOI and all inspection records shall be maintained for a period of three years after project completion and made available upon request. [40 CFR 122.41]

PART III
SELF-INSPECTION, RECORDKEEPING AND REPORTING

SECTION C: REPORTING

1. Occurrences that Must be Reported

Permittees shall report the following occurrences:

(a) Visible sediment deposition in a stream or wetland.

(b) Oil spills if:
- They are 25 gallons or more,
- They are less than 25 gallons but cannot be cleaned up within 24 hours,
- They cause sheen on surface waters (regardless of volume), or
- They are within 100 feet of surface waters (regardless of volume).

(c) Releases of hazardous substances in excess of reportable quantities under Section 311 of the Clean Water Act (Ref: 40 CFR 110.3 and 40 CFR 117.3) or Section 102 of CERCLA (Ref: 40 CFR 302.4) or G.S. 143-215.85.

(d) Anticipated bypasses and unanticipated bypasses.

(e) Noncompliance with the conditions of this permit that may endanger health or the environment.

2. Reporting Timeframes and Other Requirements

After a permittee becomes aware of an occurrence that must be reported, he shall contact the appropriate Division regional office within the timeframes and in accordance with the other requirements listed below. Occurrences outside normal business hours may also be reported to the Department's Environmental Emergency Center personnel at (800) 858-0368.

Occurrence	Reporting Timeframes (After Discovery) and Other Requirements
(a) Visible sediment deposition in a stream or wetland	• ***Within 24 hours***, an oral or electronic notification. • ***Within 7 calendar days***, a report that contains a description of the sediment and actions taken to address the cause of the deposition. Division staff may waive the requirement for a written report on a case-by-case basis. • If the stream is named on the NC 303(d) list as impaired for sediment-related causes, the permittee may be required to perform additional monitoring, inspections or apply more stringent practices if staff determine that additional requirements are needed to assure compliance with the federal or state impaired-waters conditions.
(b) Oil spills and release of hazardous substances per Item 1(b)-(c) above	• ***Within 24 hours***, an oral or electronic notification. The notification shall include information about the date, time, nature, volume and location of the spill or release.
(c) Anticipated bypasses [40 CFR 122.41(m)(3)]	• ***A report at least ten days before the date of the bypass, if possible***. The report shall include an evaluation of the anticipated quality and effect of the bypass.
(d) Unanticipated bypasses [40 CFR 122.41(m)(3)]	• ***Within 24 hours***, an oral or electronic notification. • ***Within 7 calendar days,*** a report that includes an evaluation of the quality and effect of the bypass.
(e) Noncompliance with the conditions of this permit that may endanger health or the environment[40 CFR 122.41(l)(7)]	• ***Within 24 hours***, an oral or electronic notification. • ***Within 7 calendar days***, a report that contains a description of the noncompliance, and its causes; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time noncompliance is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance. [40 CFR 122.41(l)(6). • Division staff may waive the requirement for a written report on a case-by-case basis.

PART II, SECTION G, ITEM (4)
DRAW DOWN OF SEDIMENT BASINS FOR MAINTENANCE OR CLOSE OUT

Sediment basins and traps that receive runoff from drainage areas of one acre or more shall use outlet structures that withdraw water from the surface when these devices need to be drawn down for maintenance or close out unless this is infeasible. The circumstances in which it is not feasible to withdraw water from the surface shall be rare (for example, times with extended cold weather). Non-surface withdrawals from sediment basins shall be allowed only when all of the following criteria have been met:

(a) The E&SC plan authority has been provided with documentation of the non-surface withdrawal and the specific time periods or conditions in which it will occur. The non-surface withdrawal shall not commence until the E&SC plan authority has approved these items,
(b) The non-surface withdrawal has been reported as an anticipated bypass in accordance with Part III, Section C, Item (2)(c) and (d) of this permit,
(c) Dewatering discharges are treated with controls to minimize discharges of pollutants from stormwater that is removed from the sediment basin. Examples of appropriate controls include properly sited, designed and maintained dewatering tanks, weir tanks, and filtration systems,
(d) Vegetated, upland areas of the sites or a properly designed stone pad is used to the extent feasible at the outlet of the dewatering treatment devices described in Item (c) above,
(e) Velocity dissipation devices such as check dams, sediment traps, and riprap are provided at the discharge points of all dewatering devices, and
(f) Sediment removed from the dewatering treatment devices described in Item (c) above is disposed of in a manner that does not cause deposition of sediment into waters of the United States.

NORTH CAROLINA Environmental Quality

NCG01 SELF-INSPECTION, RECORDKEEPING AND REPORTING

EFFECTIVE: 04/01/19

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PROJECT REFERENCE NO.	SHEET NO.
CLAYTON RIVER WALK	EC-3
R/W SHEET NO.	

DIVISION OF HIGHWAYS
STATE OF NORTH CAROLINA

SOIL STABILIZATION TIMEFRAMES

SITE DESCRIPTION	STABILIZATION TIME	TIMEFRAME EXCEPTIONS
PERIMETER DIKES, SWALES, DITCHES AND SLOPES	7 DAYS	NONE
HIGH QUALITY WATER (HQW) ZONES	7 DAYS	NONE
SLOPES STEEPER THAN 3:1	7 DAYS	IF SLOPES ARE 10' OR LESS IN LENGTH AND ARE NOT STEEPER THAN 2:1, 14 DAYS ARE ALLOWED.
SLOPES 3:1 OR FLATTER	14 DAYS	7 DAYS FOR SLOPES GREATER THAN 50' IN LENGTH.
ALL OTHER AREAS WITH SLOPES FLATTER THAN 4:1	14 DAYS	NONE, EXCEPT FOR PERIMETERS AND HQW ZONES.

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8/17/99

-L3-	
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D = 34° 43' 29.0"	D = 1° 46' 06.2"
L = 40.48'	L = 195.50'
T = 20.34'	T = 97.78'
R = 165.00'	R = 3,240.00'

PROJECT REFERENCE NO.	SHEET NO.
CLAYTON RIVER WALK	EC-04
R/W SHEET NO.	
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER

INCOMPLETE PLANS
DO NOT USE FOR R/W ACQUISITION

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

NAD 83/2011

-L3- POT Sta. 9+00.00
-L3- PC Sta. 11+04.67
-L3- PT Sta. 11+45.15
-L3- PC Sta. 12+84.50
-L3- PT Sta. 14+80.00

BEGIN CONSTRUCTION
-L3- POT Sta. 10+50.00

END CONSTRUCTION
-L3- POC Sta. 13+70.00

-L3-
S 34°23'39.9" E

10+00

NELSON LN

ACCESS

CARLTON DR

SURVEY CONTROL #1 REBAR&CAP

SURVEY CONTROL #3 REBAR&CAP

RIVERWOOD ATHLETIC CLUB COMMUNITY ASSOC., INC PB 69 PG 160

RIVERWOOD ATHLETIC CLUB COMMUNITY ASSOC., INC PB 63 PG 143

RIVERWOOD ATHLETIC CLUB PB 69 PG 335

TOWN OF CLAYTON PB 57 PG 101

6/2/2022
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8/17/99

-L4-
PI Sta 11+95.70
△ = 13° 55' 33.5" (RT)
D = 6° 56' 41.8"
L = 200.52'
T = 100.76'
R = 825.00'

-L5-

PI Sta 10+39.58	PI Sta 11+08.06	PI Sta 12+84.37	PI Sta 13+81.04
△ = 7° 34' 43.4" (LT)	△ = 2° 28' 38.7" (RT)	△ = 68° 04' 57.7" (RT)	△ = 38° 58' 54.1" (LT)
D = 19° 05' 54.9"	D = 11° 27' 33.0"	D = 67° 24' 24.5"	D = 38° 11' 49.9"
L = 39.68'	L = 21.52'	L = 101.00'	L = 102.05'
T = 19.87'	T = 10.81'	T = 57.42'	T = 53.09'
R = 300.00'	R = 500.00'	R = 85.00'	R = 150.00'

PROJECT REFERENCE NO.	SHEET NO.
CLAYTON RIVER WALK	EC-05
R/W SHEET NO.	
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER

INCOMPLETE PLANS
DO NOT USE FOR R/W ACQUISITION

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

NAD 83/2001

-L4- POT Sta. 10+00.00
-L4- PC Sta. 10+94.95
-L4- PT Sta. 12+95.47
-L4- POT Sta. 14+88.33
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-L5- PT Sta. 10+59.39
-L5- PC Sta. 10+97.24
-L5- PT Sta. 11+18.86
-L5- PC Sta. 12+26.94
-L5- PRC Sta. 13+27.95
-L5- PT Sta. 14+30.00

IMPERVIOUS DIKE

S 25° 38' 41.3" E
S 11° 43' 07.8" E
S 3° 59' 19.3" E
S 11° 34' 02.8" E

BEGIN CONSTRUCTION
-L4- POC Sta. 12+30.00

END CONSTRUCTION
-L4- POT Sta. 14+40.00

BEGIN CONSTRUCTION
-L5- POT Sta. 10+80.00

END CONSTRUCTION
-L5- POC Sta. 13+30.00

RIVERWOOD ATHLETIC CLUB
PB 61 PG 335

RIVERWOOD ATHLETIC CLUB COMMUNITY ASSOC., INC
PB 70 PG 275

TOWN OF CLAYTON
PB 57 PG 101

PB 69 PG 334

6/21/2022
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kkoon

A. MORTON THOMAS AND ASSOCIATES, INC.
6131 FALLS OF NEUSE ROAD, SUITE 101 • RALEIGH, NC 27609
(919) 855-9989 • NC LICENSE NO. P-1049
WWW.AMTENGINEERING.COM

8/17/99

-L3-

PI Sta 11+25.01
△ = 14° 03' 27.3" (RT)
D = 34° 43' 29.0"
L = 40.48'
T = 20.34'
R = 165.00'

PI Sta 13+82.28
△ = 3° 27' 26.0" (RT)
D = 1° 46' 06.2"
L = 195.50'
T = 97.78'
R = 3,240.00'

PROJECT REFERENCE NO.	SHEET NO.
CLAYTON RIVER WALK	EC-06
R/W SHEET NO.	

ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER

INCOMPLETE PLANS
DO NOT USE FOR R/W ACQUISITION

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

NAD 83/2011

-L3- POT Sta. 9+00.00
-L3- PC Sta. 11+04.67
-L3- PT Sta. 11+45.15
-L3- PC Sta. 12+84.50
-L3- PT Sta. 14+80.00

BEGIN CONSTRUCTION
-L3- POT Sta. 10+50.00

END CONSTRUCTION
-L3- POC Sta. 13+70.00

BEGIN BRIDGE
-L3- POT STA. 11+42.64

END BRIDGE
-L3- POT STA. 12+33.11

Place Matting for Erosion Control on Slope as Work Allows.
Sta. -L3-LT-10+50 to Sta.-L3-LT-11+45

NELSON LN
CARLTON DR
ACCESS
RIVERWOOD ATHLETIC CLUB COMMUNITY ASSOC., INC PB 69 PG 160
PB 69 PG 160
PB 61 PG 335
RIVERWOOD ATHLETIC CLUB COMMUNITY ASSOC., INC PB 63 PG 143
RIVERWOOD ATHLETIC CLUB PB 61 PG 335
TOWN OF CLAYTON PB 57 PG 101
SURVEY CONTROL #1 REBAR&CAP
SURVEY CONTROL #2 P.K. NAIL
SURVEY CONTROL #3 REBAR&CAP
-L3-
S 34° 23' 39.9" E
10+00
S 20° 20' 24" E
N 20°50'26" W 110.00'
N 69°09'34" E
90° DIP
N 69°09'34" E 100.00'
N 20°50'26" W 100.00'
N 20°50'26" W 110.00'
REBAR
NAIL
10' BURIED ARS, 10' WATER EASEMENT
6" WATER
12" WATER
8" SEWER
8" GAS
UTILITY EASEMENT
TOP/BANK
TOE/DITCH

6/2/2022
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mcoll

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(919) 855-9988 • NC LICENSE NO. P-1049
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8/17/99

-L4-
PI Sta 11+95.70
△ = 13° 55' 33.5" (RT)
D = 6° 56' 41.8"
L = 200.52'
T = 100.76'
R = 825.00'

-L5-

PI Sta 10+39.58	PI Sta 11+08.06	PI Sta 12+84.37	PI Sta 13+81.04
△ = 7° 34' 43.4" (LT)	△ = 2° 28' 38.7" (LT)	△ = 68° 04' 57.7" (RT)	△ = 38° 58' 54.1" (LT)
D = 19° 05' 54.9"	D = 11° 27' 33.0"	D = 67° 24' 24.5"	D = 38° 11' 49.9"
L = 39.68'	L = 21.82'	L = 101.01'	L = 102.05'
T = 19.87'	T = 10.91'	T = 57.42'	T = 53.09'
R = 300.00'	R = 500.00'	R = 85.00'	R = 150.00'

PROJECT REFERENCE NO.	SHEET NO.
CLAYTON RIVER WALK	EC-07
R/W SHEET NO.	
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER

INCOMPLETE PLANS
DO NOT USE FOR R/W ACQUISITION

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

NAD 83/2001

-L4- POT Sta. 10+00.00
-L4- PC Sta. 10+94.95
-L4- PT Sta. 12+95.47
-L4- POT Sta. 14+88.33
-L5- POT Sta. 10+00.00
-L5- PC Sta. 10+19.71
-L5- PT Sta. 10+59.39
-L5- PC Sta. 10+97.24
-L5- PT Sta. 11+18.86
-L5- PC Sta. 12+26.94
-L5- PRC Sta. 13+27.95
-L5- PT Sta. 14+30.00

S 25° 38' 41.3" E
S 11° 43' 07.8" E
S 3° 59' 19.3" E
S 14° 02' 41.5" E
S 11° 34' 02.8" E

BEGIN CONSTRUCTION
-L4- POC Sta. 12+30.00

END CONSTRUCTION
-L4- POT Sta. 14+40.00

BEGIN CONSTRUCTION
-L5- POT Sta. 10+80.00

END CONSTRUCTION
-L5- POC Sta. 13+30.00

BEGIN BRIDGE
-L4- POT STA. 12+96.56
TOWN OF CLAYTON
PB 57 PG 101

END BRIDGE
-L4- POT STA. 13+87.06

BEGIN HANDRAIL
-L4- STA 10+75.00 LT

END HANDRAIL
-L4- STA 14+40.00 RT

CLASS B RIP RAP
CHANNEL STABILIZATION

BEGIN HANDRAIL
-L5- STA 10+80.00 LT/RT

BEGIN BRIDGE
-L5- POT STA. 11+30.29
ATHLETIC CLUB COMMUNITY ASSOC., INC
PB 70 PG 275

END BRIDGE
-L5- POT STA. 12+20.79
TOWN OF CLAYTON
PB 57 PG 101

END HANDRAIL
-L5- STA 12+60.00 RT

Place Matting for Erosion Control on Slopes Adjacent to Permitted Wetlands as Work Allows.

Place Matting for Erosion Control on Slope as Work Allows.
Sta. –L5–RT–10+80 to Sta.–L5–RT–11+20

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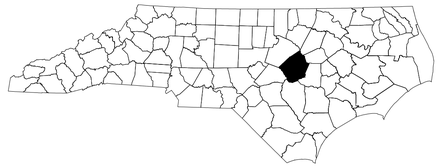
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kcook

6/7/2022
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mlamy

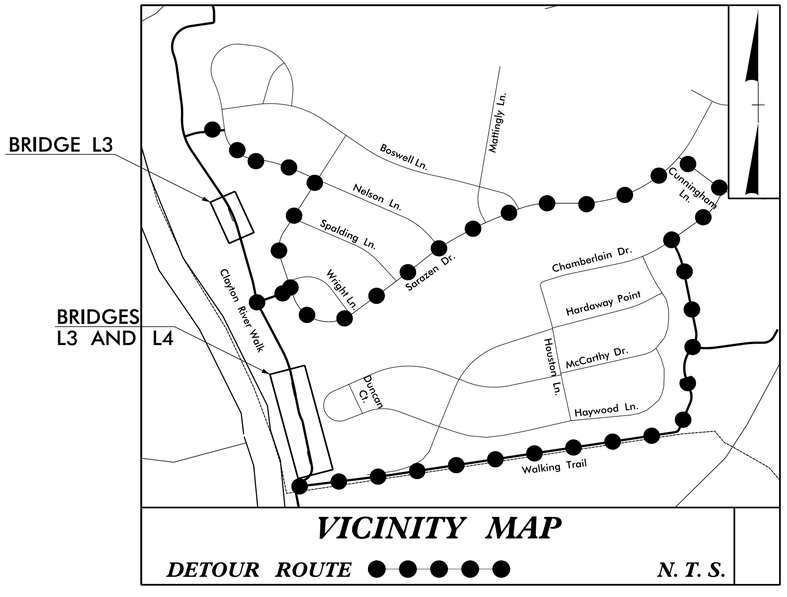
STATE OF NORTH CAROLINA
DIVISION OF HIGHWAYS

TRANSPORTATION MANAGEMENT PLAN

JOHNSTON COUNTY



LOCATION: PEDESTRIAN BRIDGE REPLACEMENTS ALONG CLAYTON RIVER WALK



VICINITY MAP

DETOUR ROUTE ●●●●● ***N. T. S.***



WORK ZONE SAFETY & MOBILITY
"from the MOUNTAINS to the COAST"

PLANS PREPARED BY:

NCDOT CONTACTS:

PROJECT ENGINEER

PROJECT DESIGN ENGINEER

DIVISION OF HIGHWAYS · STATE OF NORTH CAROLINA · DEPARTMENT OF TRANSPORTATION · WORK ZONE TRAFFIC CONTROL

INDEX OF SHEETS

SHEET NO.	TITLE
TMP-1	TITLE SHEET, VICINITY MAP, AND INDEX OF SHEETS
TMP-1A	LIST OF APPLICABLE ROADWAY STANDARD DRAWINGS, AND LEGEND
TMP-1B	TRANSPORTATION OPERATIONS PLAN: (MANAGEMENT STRATEGIES, GENERAL NOTES, AND LOCAL NOTES)
TMP-2	SPECIAL SIGN DESIGN
TMP-3	OFF-SITE DETOUR FOR BRIDGES L4 AND L5
TMP-4	OFF-SITE DETOUR FOR BRIDGE L3

60% PLANS
06–10–2022

INCOMPLETE PLANS
DO NOT USE FOR R/W ACQUISITION

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DATE: _____

__/__/__ DATE SUBMITTED
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- [ ] STAGING CONCEPT
- [x] MIDPOINT
- [ ] PRE-FINAL
- [ ] FINAL

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SHEET NO.
TMP-1

TIP PROJECT: CLAYTON RIVERWALK

6/7/2022
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mlamy

ROADWAY STANDARD DRAWINGS

THE FOLLOWING ROADWAY STANDARDS AS SHOWN IN "ROADWAY STANDARD DRAWINGS" - N.C. DEPARTMENT OF TRANSPORTATION - RALEIGH, N.C., DATED JANUARY 2018 ARE APPLICABLE TO THIS PROJECT AND BY REFERENCE HEREBY ARE CONSIDERED A PART OF THESE PLANS:

STD. NO.	TITLE
1101.03	TEMPORARY ROAD CLOSURES
1101.11	TRAFFIC CONTROL DESIGN TABLES
1110.01	STATIONARY WORK ZONE SIGNS
1145.01	BARRICADES

PROJ. REFERENCE NO.	SHEET NO.
Clayton Riverwalk	TMP-1A

INCOMPLETE PLANS
DO NOT USE FOR R/W ACQUISITION

LEGEND

GENERAL

- DIRECTION OF TRAFFIC FLOW
- DIRECTION OF PEDESTRIAN TRAFFIC FLOW
- EXIST. PVMT.
- NORTH ARROW
- PROPOSED PVMT.
- TEMP. SHORING (LOCATION PURPOSES ONLY)

SIGNALS

EXISTING PROPOSED TEMPORARY

PAVEMENT MARKINGS

- EXISTING LINES
- TEMPORARY LINES

TRAFFIC CONTROL DEVICES

- BARRICADE (TYPE III)
- CONE
- DRUM SKINNY DRUM TUBULAR MARKER
- TEMPORARY CRASH CUSHION
- FLASHING ARROW BOARD
- FLAGGER
- LAW ENFORCEMENT
- TRUCK MOUNTED ATTENUATOR (TMA)
- CHANGEABLE MESSAGE SIGN

TEMPORARY SIGNING

- PORTABLE SIGN
- STATIONARY SIGN
- STATIONARY OR PORTABLE SIGN

PAVEMENT MARKERS

- CRYSTAL/CRYSTAL
- CRYSTAL/RED
- YELLOW/YELLOW

PAVEMENT MARKING SYMBOLS

PAVEMENT MARKING SYMBOLS

APPROVED: _____

DATE: _____

__/__/__ DATE SUBMITTED
SUBMITTAL:
- [ ] STAGING CONCEPT
- [X] MIDPOINT
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DIVISION OF HIGHWAYS * STATE OF NORTH CAROLINA * DEPARTMENT OF TRANSPORTATION * WORK ZONE TRAFFIC CONTROL

ROADWAY STANDARD DRAWINGS & LEGEND

6/7/2022
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PROJ. REFERENCE NO.	SHEET NO.
Clayton Riverwalk	TMP-1B

INCOMPLETE PLANS
DO NOT USE FOR R/W ACQUISITION

GENERAL NOTES

CHANGES MAY BE REQUIRED WHEN PHYSICAL DIMENSIONS IN THE DETAIL DRAWINGS, STANDARD DETAILS, AND ROADWAY DETAILS ARE NOT ATTAINABLE TO MEET FIELD CONDITIONS OR RESULT IN DUPLICATE OR UNDESIRED OVERLAPPING OF DEVICES. MODIFICATION MAY INCLUDE: MOVING, SUPPLEMENTING, COVERING, OR REMOVAL OF DEVICES AS DIRECTED BY THE ENGINEER.

THE FOLLOWING GENERAL NOTES APPLY AT ALL TIMES FOR THE DURATION OF THE CONSTRUCTION PROJECT EXCEPT WHEN OTHERWISE NOTED IN THE PLAN OR DIRECTED BY THE ENGINEER.

TRAFFIC PATTERN ALTERATIONS

A) NOTIFY THE ENGINEER THIRTY (30) CALENDAR DAYS PRIOR TO ANY PEDESTRAIN PATTERN ALTERATION.

SIGNING

B) INSTALL ADVANCE WORK ZONE WARNING SIGNS WHEN WORK IS WITHIN 40 FT FROM THE EDGE OF GREENWAY AND NO MORE THAN THREE (3) DAYS PRIOR TO THE BEGINNING OF CONSTRUCTION.

C) PROVIDE SIGNING AND DEVICES REQUIRED TO CLOSE THE GREENWAY ACCORDING TO THE ROADWAY STANDARD DRAWINGS AND TRAFFIC CONTROL PLANS.

PROVIDE SIGNING REQUIRED FOR THE OFF-SITE DETOUR ROUTE AS SHOWN IN THE TRAFFIC CONTROL PLANS.

D) COVER OR REMOVE ALL SIGNS AND DEVICES REQUIRED TO CLOSE THE GREENWAY WHEN ROAD CLOSURE IS NOT IN OPERATION.

COVER OR REMOVE ALL SIGNS REQUIRED FOR THE OFF-SITE DETOUR WHEN THE DETOUR IS NOT IN OPERATION.

E) ENSURE ALL NECESSARY SIGNING IS IN PLACE PRIOR TO ALTERING ANY PEDESTRAIN PATTERN.

TRAFFIC CONTROL DEVICES

F) PLACE TYPE III BARRICADES, WITH "SIDEWALK CLOSED" SIGN R9-9 ATTACHED, OF SUFFICIENT LENGTH TO CLOSE ENTIRE GREENWAY.

PHASING

CONTRACTOR MAY CONSTRUCT PHASES IN ANY ORDER UPON APPROVAL FROM THE ENGINEER.

PHASE 1

STEP 1: USING SHEET TMP-3 AND RSD 1101.03 (SHEET 2 OF 9), INSTALL DETOUR ROUTE SIGNING TO CLOSE CLAYTON RIVERWALK GREENWAY ON PROPOSED -L4- AND -L5- FROM STA. -L4- 12+30+/- TO STA. -L5- 13+30+/-.

STEP 2: AWAY FROM TRAFFIC, COMPLETE CONSTRUCTION OF PROPOSED GREENWAY, BRIDGE, DRAINAGE, AND HANDRAIL, THROUGHOUT THE ENTIRE PROJECT FOR BOTH ALIGNMENTS.

STEP 3: REMOVE TEMPORARY TRAFFIC CONTROL DEVICES AND OPEN -L4- AND -L5- TO PROPOSED GREENWAY PATTERN.

PHASE 2

STEP 1: USING SHEET TMP-4 AND RSD 1101.03 (SHEET 2 OF 9), INSTALL DETOUR ROUTE SIGNING TO CLOSE CLAYTON RIVERWALK GREENWAY ON PROPOSED -L3- FROM STA. 10+50+/- TO STA. 13+70+/-.

STEP 2: AWAY FROM TRAFFIC, COMPLETE CONSTRUCTION OF PROPOSED GREENWAY, BRIDGE, AND DRAINAGE THROUGHOUT THE ENTIRE PROJECT FOR -L3-.

STEP 3: REMOVE TEMPORARY TRAFFIC CONTROL DEVICES AND OPEN -L3- TO PROPOSED GREENWAY PATTERN.

LOCAL NOTES

1. NOTIFY JOHNSON COUNTY AT LEAST ONE MONTH PRIOR TO GREENWAY CLOSURE.

MANAGEMENT STRATEGIES

THE FOLLOWING LISTED WORK ZONE STRATEGIES ARE RECOMMENDED FOR INCLUSION WITHIN THIS TRANSPORTATION MANAGEMENT PLAN (TMP).

RECOMMENDED STRATEGIES:

TRAFFIC MANAGEMENT STRATEGIES:
- FULL GREENWAY CLOSURES
- OFF-SITE DETOURS / USE OF ALTERNATIVE ROUTES

APPROVED: _____

DATE: _____

__/__/__ DATE SUBMITTED
SUBMITTAL:
- [ ] STAGING CONCEPT
- [X] MIDPOINT
- [ ] PRE-FINAL
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DO NOT USE FOR CONSTRUCTION

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

DIVISION OF HIGHWAYS * STATE OF NORTH CAROLINA * DEPARTMENT OF TRANSPORTATION * WORK ZONE TRAFFIC CONTROL

TRANSPORTATION OPERATIONS PLAN

PROJ. REFERENCE NO.	SHEET NO.
Clayton Riverwalk	TMP-2

INCOMPLETE PLANS
DO NOT USE FOR R/W ACQUISITION

SIGN NUMBER: SP-1
TYPE: D
QUANTITY: 1
SIGN WIDTH: 2'-6"
HEIGHT: 1'-6"
TOTAL AREA: 3.8 Sq.Ft.
BORDER TYPE: FLUSH
RECESS: 0.47"
WIDTH: 0.63"
RADII: 1.5"
NO. Z BARS:
LENGTH:

BACKG COLOR: Orange
COPY COLOR: Black

SYMBOL	X	Y	WID	HT

MAT'L: 0.063" (1.6 mm) ALUMINUM
0.080" (2.0 mm) ALUMINUM
0.125" (3.2 mm) ALUMINUM

USE NOTES:

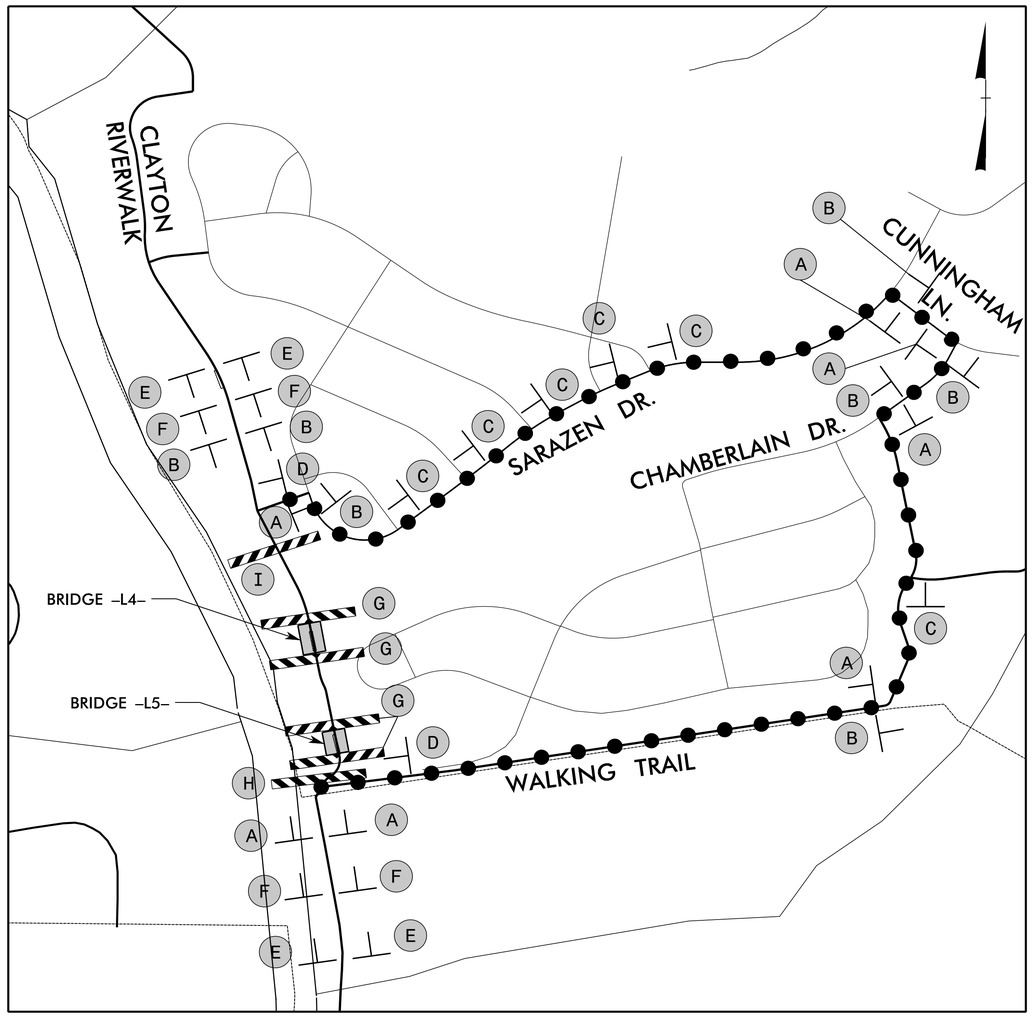
1. Legend and border(except those that are colored black) shall be direct applied Grade C sheeting.
2. Background shall be Grade A, B, or C reflective sheeting.
3. Shields; A, B, and C type arrows shall be on 0.032" (0.8mm) aluminum with Grade C reflective sheeting and demountable.
4. Bottom panel shall be yellow Grade C sheeting. Legend shall be direct applied black non-reflective sheeting. Arrow shall be on 0.032" aluminum, black non-reflective sheeting an demountable. Yellow panel is:

DESIGN BY: JA
PROJECT ID: ID
CHECKED BY:
LOCATION:
May 23, 2022
DIV: 4


2'-6"
CLAYTON
RIVER WALK
1'-6"
BORDER
R=1.5"
TH=0.63"
IN=0.47"
1.5"
27.3"
1.5"
3.5"
3.5"
3

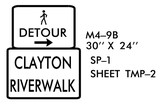
PROJ. REFERENCE NO.	SHEET NO.
Clayton Riverwalk	TMP-3

INCOMPLETE PLANS
DO NOT USE FOR R/W ACQUISITION



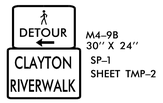
OFF-SITE DETOUR ROUTE

WORK AREA



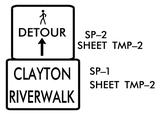
M4-9B
30" X 24"
SP-1
SHEET TMP-2

A



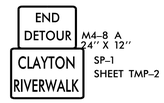
M4-9B
30" X 24"
SP-1
SHEET TMP-2

B



SP-2
SHEET TMP-2
SP-1
SHEET TMP-2

C



M4-8 A
24" X 12"
SP-1
SHEET TMP-2

D



SP-200
36" X 36"

E



W20-2
36" X 36"

F

R9-9
24" X 12"

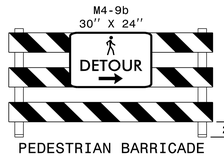


2" MAX

PEDESTRIAN BARRICADE

G

M4-9b
30" X 24"

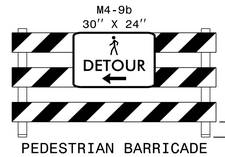


2" MAX

PEDESTRIAN BARRICADE

H

M4-9b
30" X 24"



2" MAX

PEDESTRIAN BARRICADE

I

APPROVED: _____

DATE: _____

__/__/__ DATE SUBMITTED
SUBMITTAL:
☐ STAGING CONCEPT
☒ MIDPOINT
☐ PRE-FINAL
☐ FINAL
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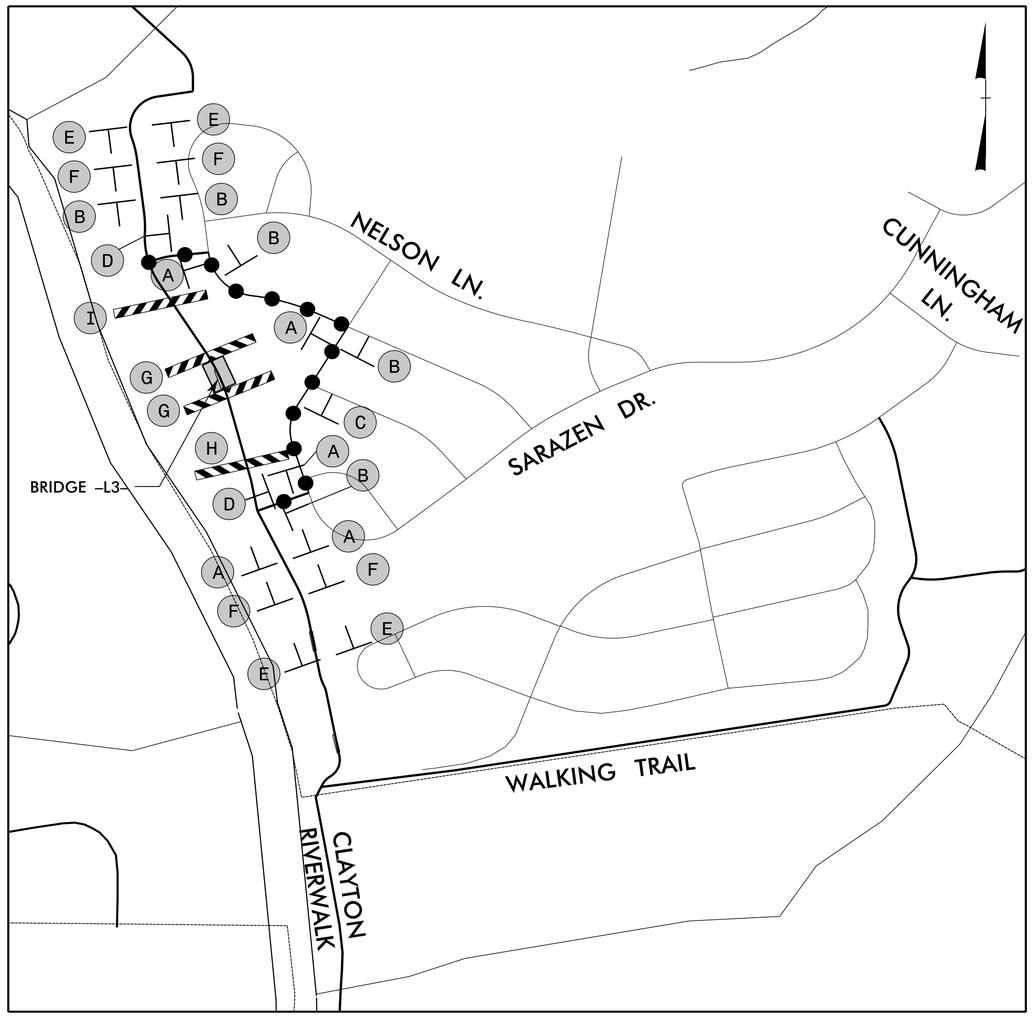
DIVISION OF HIGHWAYS
STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
WORK ZONE TRAFFIC CONTROL

OFF-SITE DETOUR FOR BRIDGES L4 AND L5

6/7/2022
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mcamy

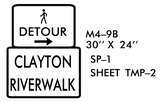
PROJ. REFERENCE NO.	SHEET NO.
Clayton Riverwalk	TMP-4

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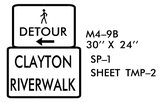
OFF-SITE DETOUR ROUTE

WORK AREA



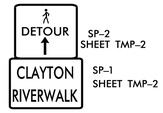
M4-9B
30" X 24"
SP-1
SHEET TMP-2

A



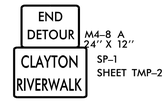
M4-9B
30" X 24"
SP-1
SHEET TMP-2

B



SP-2
SHEET TMP-2
SP-1
SHEET TMP-2

C



M4-8 A
24" X 12"
SP-1
SHEET TMP-2

D



SP-200
36" X 36"

E



W20-2
36" X 36"

F

R9-9
24" X 12"



2" MAX

PEDESTRIAN BARRICADE

G

M4-9b
30" X 24"



2" MAX

PEDESTRIAN BARRICADE

H

M4-9b
30" X 24"



2" MAX

PEDESTRIAN BARRICADE

I

APPROVED: _____

DATE: _____

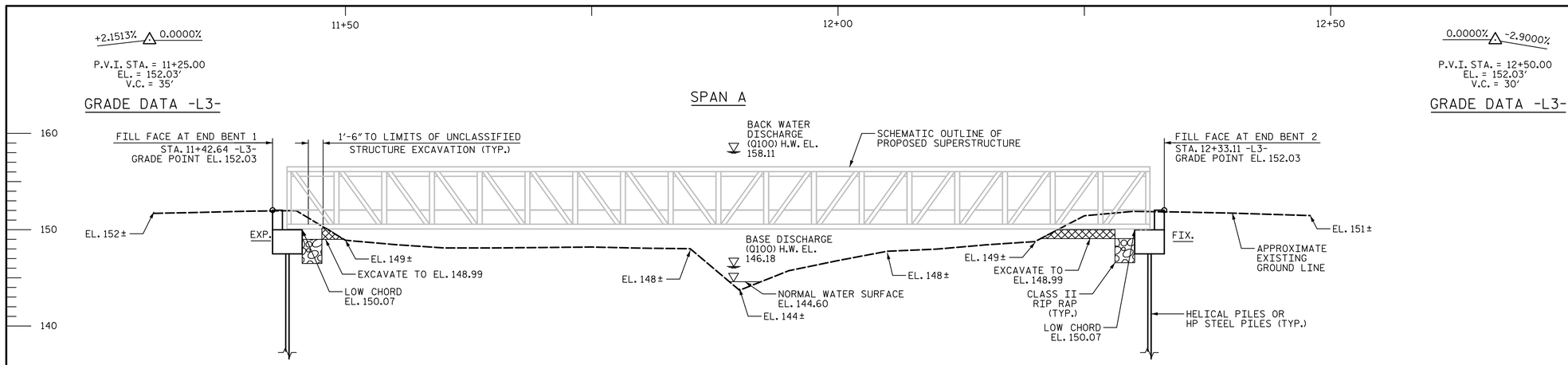
__/__/__ DATE SUBMITTED
SUBMITTAL:
☐ STAGING CONCEPT
☒ WIDPOINT
☐ PRE-FINAL
☐ FINAL
DO NOT USE FOR CONSTRUCTION

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

DIVISION OF HIGHWAYS
STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
WORK ZONE TRAFFIC CONTROL

OFF-SITE DETOUR FOR BRIDGE L3

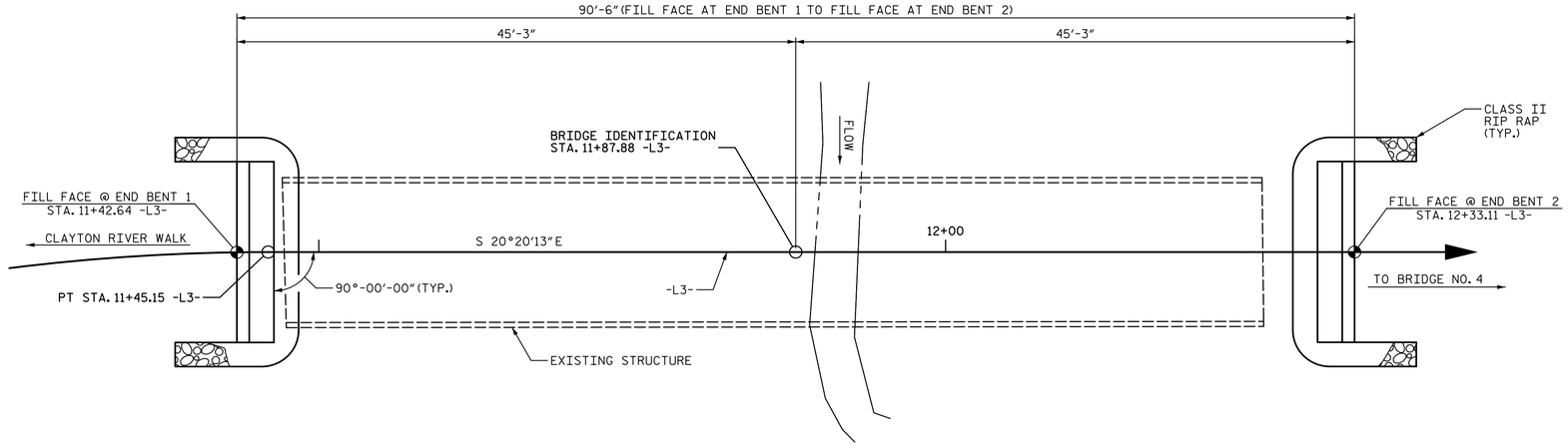
6/7/2022
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mlamy



SECTION ALONG -L3-

EXISTING SUBSTRUCTURE NOT SHOWN FOR CLARITY

NAD 83/2011



PLAN

PILES NOT SHOWN FOR CLARITY

HORIZONTAL CURVE DATA -L3-

P.I. STA. = 11+25.01
Δ = 14°03'27.3"(RT)
D = 34°43'29.0"
L = 40.48'
T = 20.34'
R = 165.00'

PROJECT NO. CLAYTON RIVER WALK
WAKE/JOHNSTON COUNTY
STATION: 11+87.88 -L3-

REPLACES BRIDGE NO. 3

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

TOWN OF CLAYTON

GENERAL DRAWING

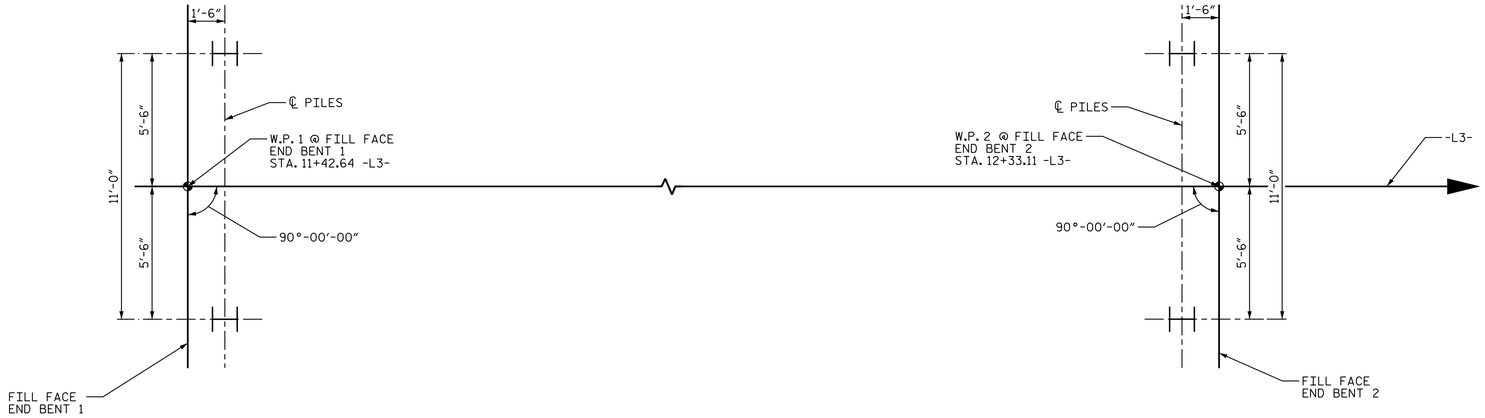
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CHECKED BY : MAL DATE : 05/2022
DESIGN ENGINEER OF RECORD: MAL DATE : 05/2022

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A. Morton Thomas and Associates, Inc.
8121 Fallon Ne Use Rd, Suite 101
Raleigh, NC 27606
NC License No. F-1049

REVISIONS						SHEET NO.
NO.	BY:	DATE:	NO.	BY:	DATE:	S1-1
1			3			TOTAL SHEETS
2			4			6

6/10/2022
X:\Raleigh\21-0764.001 - Town of Clayton Design-Build Services\05-CAD\Clayton River Walk\Structures\CAD\60pct\401_001_Clayton-DB_GD01_S3-1.dgn
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END BENT 1

END BENT 2

FOUNDATION LAYOUT

FOUNDATION NOTES:

1. NOTE 1...
2. NOTE 2...
3. NOTE 3...
4. NOTE 4...

NOTES TO BE COMPLETED ONCE GIVEN FOUNDATION REPORT FROM GEOTECH

NOTES:

ALL DIMENSIONS ARE PARALLEL OR NORMAL TO FILL FACES.

ALL PILE DIMENSIONS ARE TO CENTERLINES OR PILES.

HP STEEL PILES SHOWN, HELICAL PILES ALSO BEING CONSIDERED.

CLAYTON
PROJECT NO. RIVER WALK
WAKE/JOHNSTON COUNTY
STATION: 11+87.88 -L3-

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

TOWN OF CLAYTON

FOUNDATION LAYOUT

DRAWN BY :	GPA	DATE : 05/2022
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DESIGN ENGINEER OF RECORD:	MAL	DATE : 05/2022

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Raleigh, NC 27615
NC License No. F-1049

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1			3			TOTAL SHEETS
2			4			6

6/10/2022
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gackall

SUPERSTRUCTURE NOTES:

THESE PLANS ARE INCOMPLETE UNLESS ACCOMPANIED BY THE SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS INCLUDED IN THE CONTRACT DOCUMENTS.

WELDING AND NON-DESTRUCTIVE TESTING:
ALL FABRICATION, WELDING, NON-DESTRUCTIVE TESTING AND VISUAL INSPECTION SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE ANSI/AASHTO/AWS BRIDGE WELDING CODE D1.5

BEARINGS/ANCHOR BOLTS

BEARINGS SHALL BE ELASTOMERIC BEARINGS. CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN OF THE BEARING ASSEMBLIES AND ANCHOR BOLTS IN ACCORDANCE WITH AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 8TH EDITION, THE NC SMU STRUCTURES DESIGN MANUAL AND THE CONTRACT SPECIAL PROVISIONS. CONTRACTOR SHALL SUBMIT BEARING ASSEMBLY AND ANCHOR BOLT DESIGN CALCULATIONS AND SHOP DRAWINGS FOR APPROVAL PRIOR TO CONSTRUCTION. ALL PAYMENT FOR BEARINGS AND ANCHOR BOLTS SHALL BE INCLUDED IN THE LUMP SUM PAYMENT FOR THE PREFABRICATED ALUMINUM TRUSS.

SHOP DRAWINGS SHALL PROVIDE COMPLETE DETAILS AND DIMENSIONS OF THE BEARING ASSEMBLY TO ENSURE PROPER SIZE OF BEARING SEATS HAVE BEEN ESTABLISHED.

SHOP DRAWINGS SHALL CLEARLY DEFINE THE FINAL SEAT ELEVATIONS FOR THE TRUSS BEARINGS SEATS.

PAYMENT FOR ALL DESIGN, MATERIALS, EQUIPMENT, TOOLS, LABOR, AND INCIDENTALS NECESSARY FOR THE ELASTOMERIC BEARINGS SHALL BE INCLUDED IN THE LUMP SUM PAYMENT FOR THE PREFABRICATED ALUMINUM TRUSS.

BRIDGE DECK

THE BRIDGE DECK SHALL BE DESIGNED AS A COMPOSITE WOOD DECK IN ACCORDANCE WITH THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 8TH EDITION, AND THE NC SMU STRUCTURES DESIGN MANUAL.

NOTES:

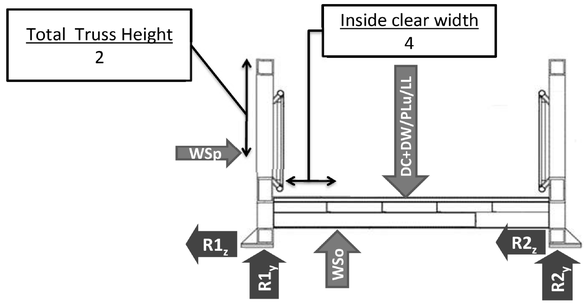
1. ASSUMED LIVE LOAD = 90 PSF FOR PEDESTRIAN LIVE LOAD IN ACCORDANCE WITH THE AASHTO GUIDE SPECIFICATION FOR DESIGN OF PEDESTRIAN BRIDGES. H10 LOADING ALSO CONSIDERED.
2. THIS BRIDGE HAS BEEN DESIGNED IN ACCORDANCE WITH THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS
3. THIS BRIDGE IS LOCATED IN SEISMIC ZONE 1.

DESIGN LOADS

TABLE FROM GATOR BRIDGE

Est. Min. Expansion Range: 1.65 in

	$R1_z$	$R1_y$	$R1_x$	$R2_z$	$R2_y$	$R2_x$
Unfactored - Dead Load (DC+DW)	---	4,659	---	---	4,659	---
Unfactored - Ped. Live Load (PLu)	---	19,800	---	---	19,800	---
Unfactored - Vehicle Live Load (LLv)*	---	0	---	---	0	---
Unfactored - Horizontal Wind (WSp)	5,073	-3,318	---	5,073	3,318	---
Unfactored - Overturning Wind (WSo)	---	-7,920	---	---	-2,640	---
Strength I - Ped. [(DC+DW)(1.25) + (PLu)(1.75)]	---	40,474	---	---	40,474	---
Strength I - Vehicle [(DC+DW)(1.25) + (LLv)(1.75)]	---	5,824	---	---	5,824	---
Strength III - [(DC+DW)(1.25) + (WSp)(1.4)+(WSo)(1.4)]	7,102	-9,910	---	7,102	6,774	---
Expansion/Contraction	---	---	0	---	---	0



CLAYTON
PROJECT NO. RIVER WALK
WAKE/JOHNSTON COUNTY
STATION: 11+87.88 -L3-

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

TOWN OF CLAYTON

SUPERSTRUCTURE NOTES

DRAWN BY : GPA DATE : 05/2022
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DESIGN ENGINEER OF RECORD: MAL DATE : 05/2022

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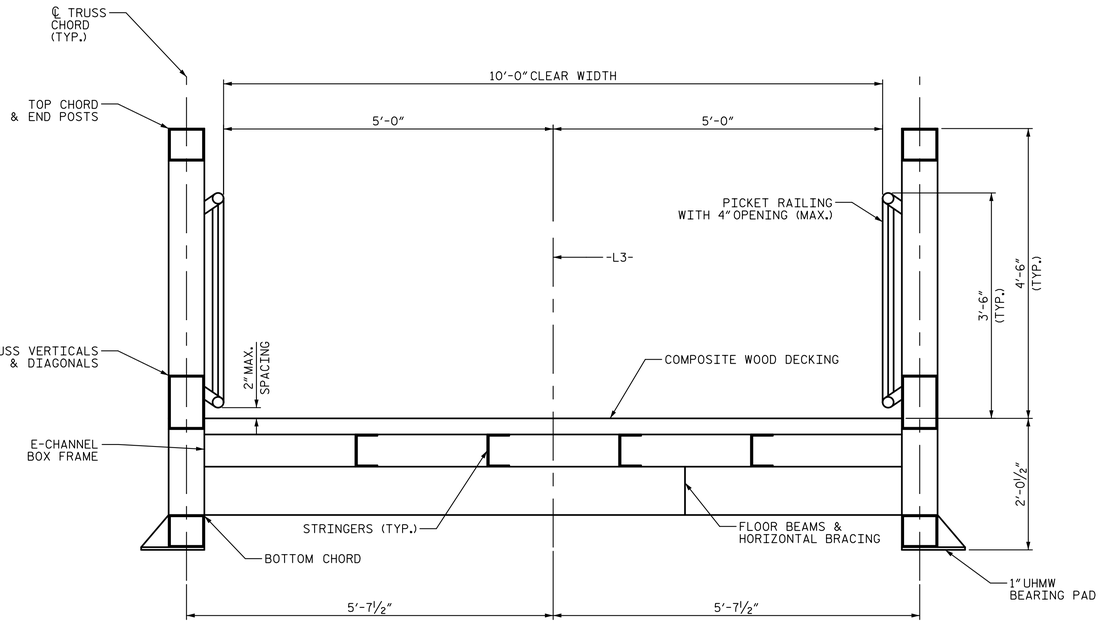
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6311 FALLS OF NEUSE RD, SUITE 101
RALEIGH, NC 27609
NC LICENSE NO. F-1049

REVISIONS						SHEET NO.
NO.	BY:	DATE:	NO.	BY:	DATE:	S1-3
1			3			TOTAL SHEETS
2			4			6

6/10/2022
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gackall

NOTES:

1. DETAILS SHOWN ARE SCHEMATIC IN NATURE AND ARE INTENDED AS A GUIDE.
2. FOR ADDITIONAL SUPERSTRUCTURE NOTES, SEE SHEET 3 OF 6.



TYPICAL SECTION

PROPOSED SINGLE SPAN ALUMINUM
BRIDGE LENGTH = 88'-0"

PROJECT NO. CLAYTON RIVER WALK
WAKE/JOHNSTON COUNTY
STATION: 11+87.88 -L3-

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

TOWN OF CLAYTON

TYPICAL SECTION

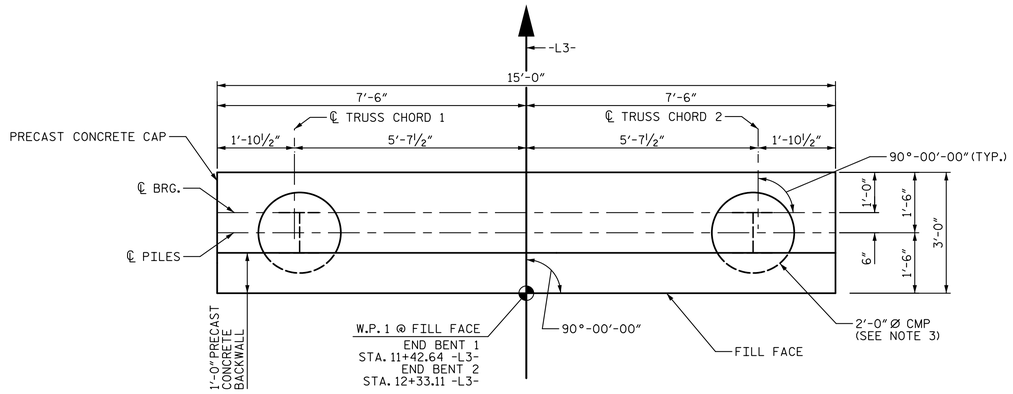
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CHECKED BY :	MAL	DATE :	05/2022
DESIGN ENGINEER OF RECORD:	MAL	DATE :	05/2022

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NC License No. F-1049

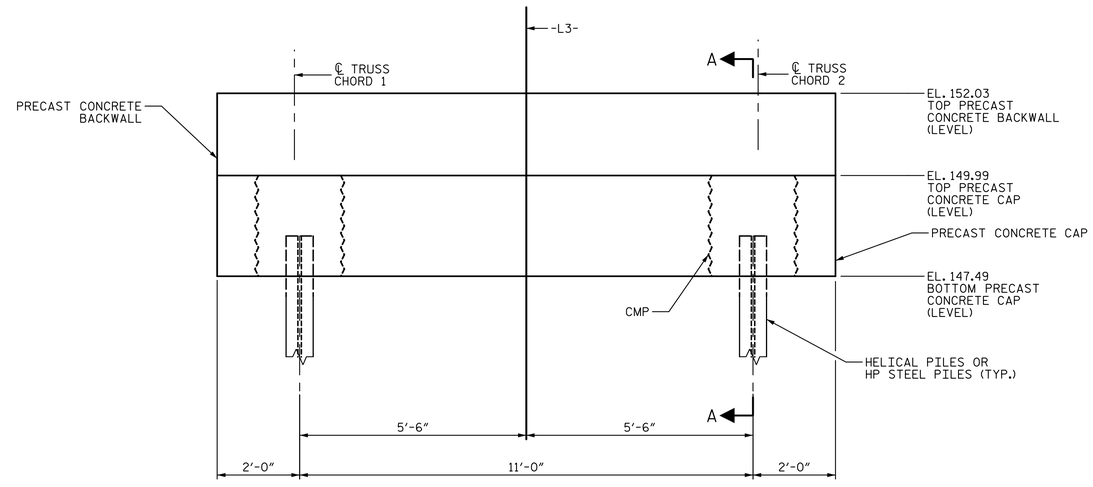
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PLAN

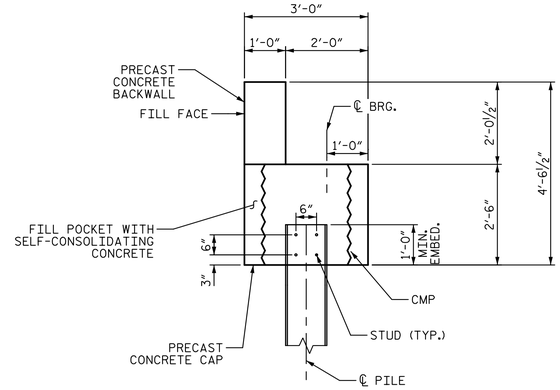
END BENT 1 SHOWN, END BENT 2 SIMILAR



ELEVATION

NOTES

1. CENTERLINES OF TRUSS AND ASSOCIATED SPACINGS AND DIMENSIONS HAVE BEEN ASSUMED. ACTUAL VALUES SHALL BE DETERMINED AND PROVIDED BY TRUSS MANUFACTURER, AND SHALL BE SUBMITTED FOR REVIEW. ADJUSTMENTS TO THIS SPACING BASED ON ACTUAL TRUSS DIMENSIONS MAYBE MADE.
2. FOR ANCHOR BOLT NOTES, SEE "SUPERSTRUCTURE SPECIFICATIONS SHEET 3 OF 6" SHEET.
3. 2'-0" Ø CMP POCKET TO BE FILLED WITH SELF-CONSOLIDATING CONCRETE AFTER FINAL POSITIONING OF PRECAST END BENT CAP AND BEFORE PLACEMENT OF PRECAST CONCRETE BACKWALL.



SECTION A-A

HP STEEL PILE SHOWN, HELICAL PILES ALSO BEING CONSIDERED

ITEM	EST. QTY.	UNIT
PRECAST CONCRETE END BENT CAP	175	LB/CY
PRECAST CONCRETE BACKWALL	175	LB/CY

CLAYTON
PROJECT NO. RIVER WALK
WAKE/JOHNSTON COUNTY
STATION: 11+87.88 -L3-

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

TOWN OF CLAYTON

END BENT 1 AND 2 PLAN AND ELEVATION

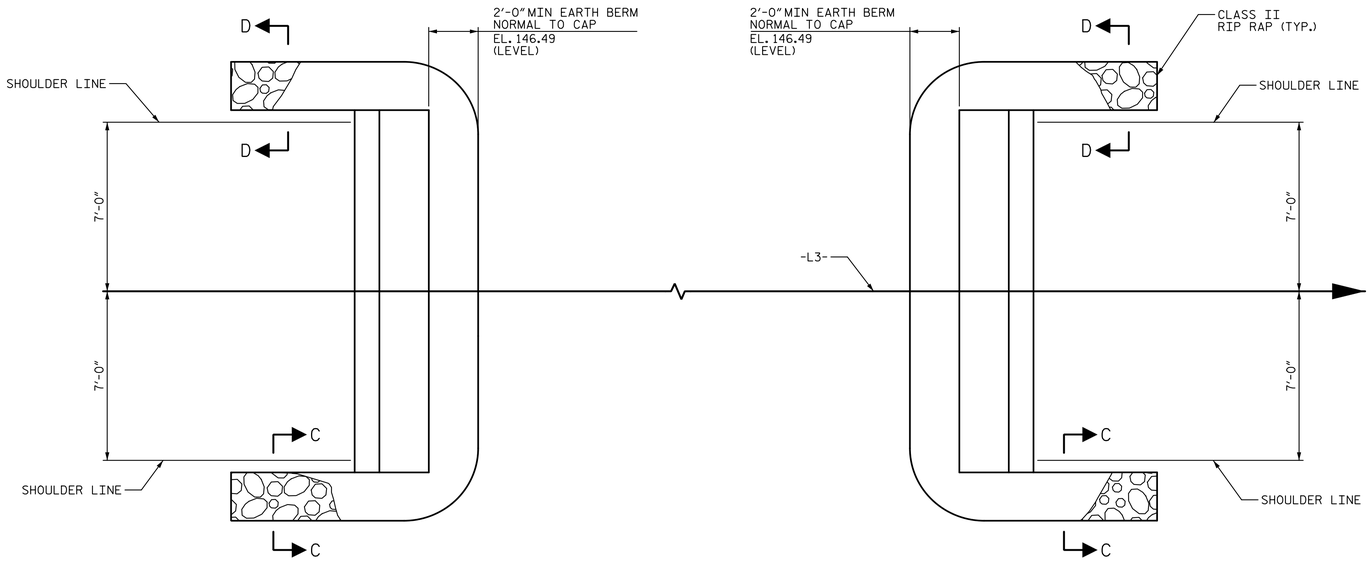
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DESIGN ENGINEER OF RECORD: MAL DATE : 05/2022

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RALEIGH, NC 27609
NC LICENSE NO. F-1049

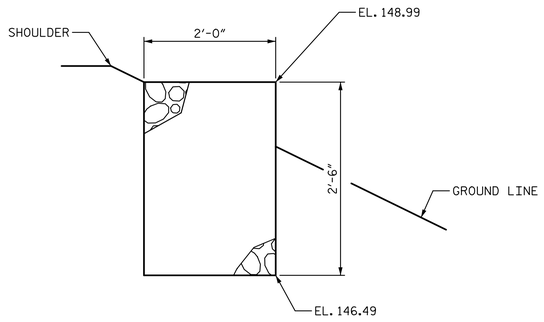
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NO.	BY:	DATE:	NO.	BY:	DATE:	S1-5
1			3			TOTAL SHEETS
2			4			6

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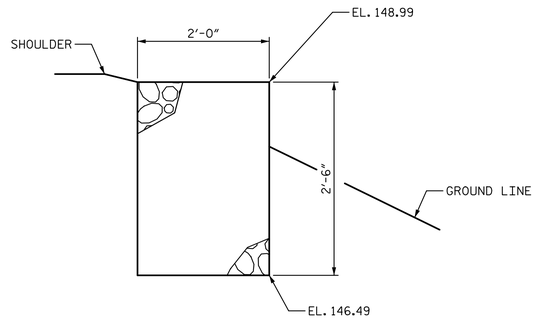


END BENT 1

END BENT 2



SECTION C-C



SECTION D-D

ESTIMATED QUANTITIES		
BRIDGE @ STA. 11+87.88 -L3-	RIP RAP CLASS II (2'-6" THICK)	GEOTEXTILE FOR DRAINAGE
	TONS	SQUARE YARDS
END BENT 1	9	8
END BENT 2	9	8

CLAYTON
PROJECT NO. RIVER WALK
WAKE/JOHNSTON COUNTY
STATION: 11+87.88 -L3-

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

TOWN OF CLAYTON

RIP RAP DETAILS

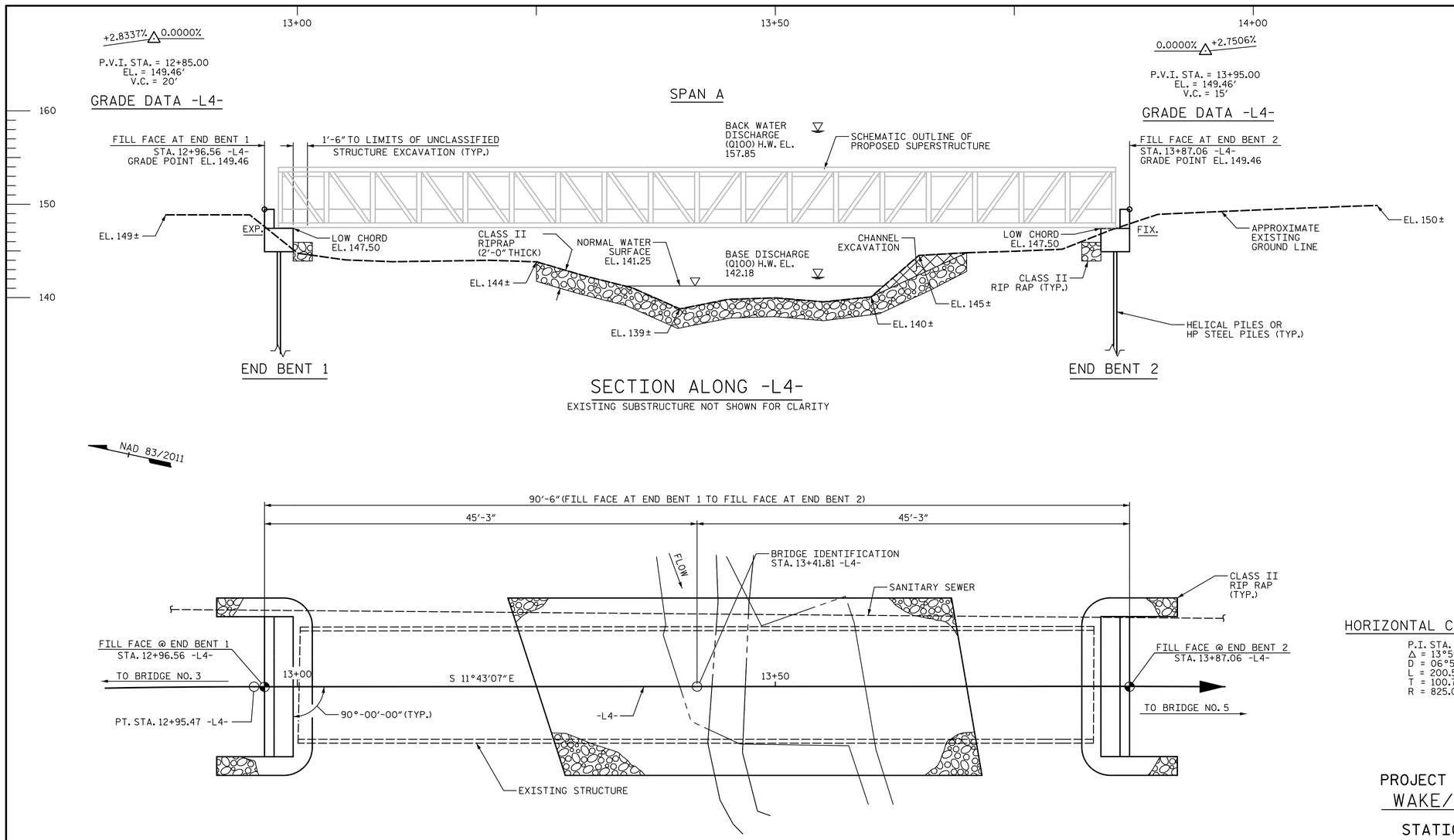
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NC LICENSE NO. F-1049

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1			3			TOTAL SHEETS
2			4			6

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SECTION ALONG -L4-

EXISTING SUBSTRUCTURE NOT SHOWN FOR CLARITY

NAD 83/2011

PLAN

PILES NOT SHOWN FOR CLARITY

HORIZONTAL CURVE DATA -L4-

P.I. STA. = 11+95.70
Δ = 13°55'34"
D = 06°56'42"
L = 200.52'
T = 100.76'
R = 825.00'

CLAYTON
PROJECT NO. RIVER WALK
WAKE/JOHNSTON COUNTY
STATION: 13+41.81 -L4-

REPLACES BRIDGE NO. 4

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

TOWN OF CLAYTON

GENERAL DRAWING

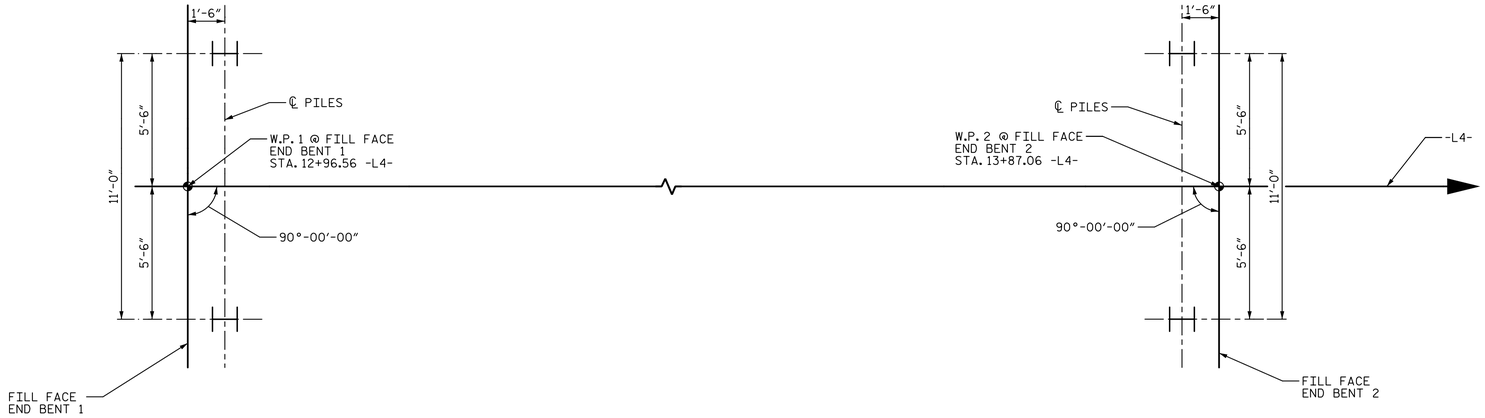
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NC License No. F-1049

REVISIONS						SHEET NO.
NO.	BY:	DATE:	NO.	BY:	DATE:	S2-1
1			3			TOTAL SHEETS
2			4			6

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END BENT 1

END BENT 2

FOUNDATION LAYOUT

FOUNDATION NOTES:

1. NOTE 1...
2. NOTE 2...
3. NOTE 3...
4. NOTE 4...

NOTES TO BE COMPLETED ONCE GIVEN FOUNDATION REPORT FROM GEOTECH

NOTES:

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HP STEEL PILES SHOWN, HELICAL PILES ALSO BEING CONSIDERED.

PROJECT NO. CLAYTON RIVER WALK
WAKE/JOHNSTON COUNTY
STATION: 13+41.81 -L4-

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

TOWN OF CLAYTON

FOUNDATION LAYOUT

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6/10/2022
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SUPERSTRUCTURE NOTES:

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WELDING AND NON-DESTRUCTIVE TESTING:
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BEARINGS/ANCHOR BOLTS

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PAYMENT FOR ALL DESIGN, MATERIALS, EQUIPMENT, TOOLS, LABOR, AND INCIDENTALS NECESSARY FOR THE ELASTOMERIC BEARINGS SHALL BE INCLUDED IN THE LUMP SUM PAYMENT FOR THE PREFABRICATED ALUMINUM TRUSS.

BRIDGE DECK

THE BRIDGE DECK SHALL BE DESIGNED AS A COMPOSITE WOOD DECK IN ACCORDANCE WITH THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 8TH EDITION, AND THE NC SMU STRUCTURES DESIGN MANUAL.

NOTES:

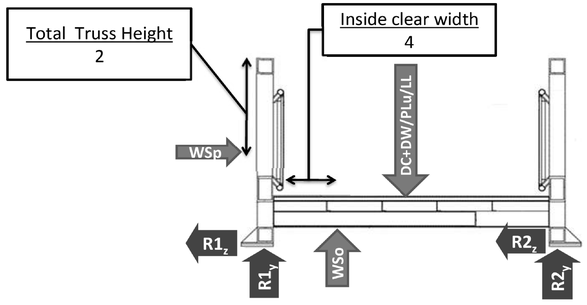
1. ASSUMED LIVE LOAD = 90 PSF FOR PEDESTRIAN LIVE LOAD IN ACCORDANCE WITH THE AASHTO GUIDE SPECIFICATION FOR DESIGN OF PEDESTRIAN BRIDGES. H10 LOADING ALSO CONSIDERED.
2. THIS BRIDGE HAS BEEN DESIGNED IN ACCORDANCE WITH THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS
3. THIS BRIDGE IS LOCATED IN SEISMIC ZONE 1.

DESIGN LOADS

TABLE FROM GATOR BRIDGE

Est. Min. Expansion Range: 1.65 in

	$R1_z$	$R1_y$	$R1_x$	$R2_z$	$R2_y$	$R2_x$
Unfactored - Dead Load (DC+DW)	---	4,659	---	---	4,659	---
Unfactored - Ped. Live Load (PLu)	---	19,800	---	---	19,800	---
Unfactored - Vehicle Live Load (LLv)*	---	0	---	---	0	---
Unfactored - Horizontal Wind (WSp)	5,073	-3,318	---	5,073	3,318	---
Unfactored - Overturning Wind (WSo)	---	-7,920	---	---	-2,640	---
Strength I - Ped. [(DC+DW)(1.25) + (PLu)(1.75)]	---	40,474	---	---	40,474	---
Strength I - Vehicle [(DC+DW)(1.25) + (LLv)(1.75)]	---	5,824	---	---	5,824	---
Strength III - [(DC+DW)(1.25) + (WSp)(1.4)+(WSo)(1.4)]	7,102	-9,910	---	7,102	6,774	---
Expansion/Contraction	---	---	0	---	---	0



CLAYTON
PROJECT NO. RIVER WALK
WAKE/JOHNSTON COUNTY
STATION: 13+41.81 -L4-

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

TOWN OF CLAYTON

SUPERSTRUCTURE NOTES

DRAWN BY : GPA DATE : 05/2022
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DESIGN ENGINEER OF RECORD: MAL DATE : 05/2022

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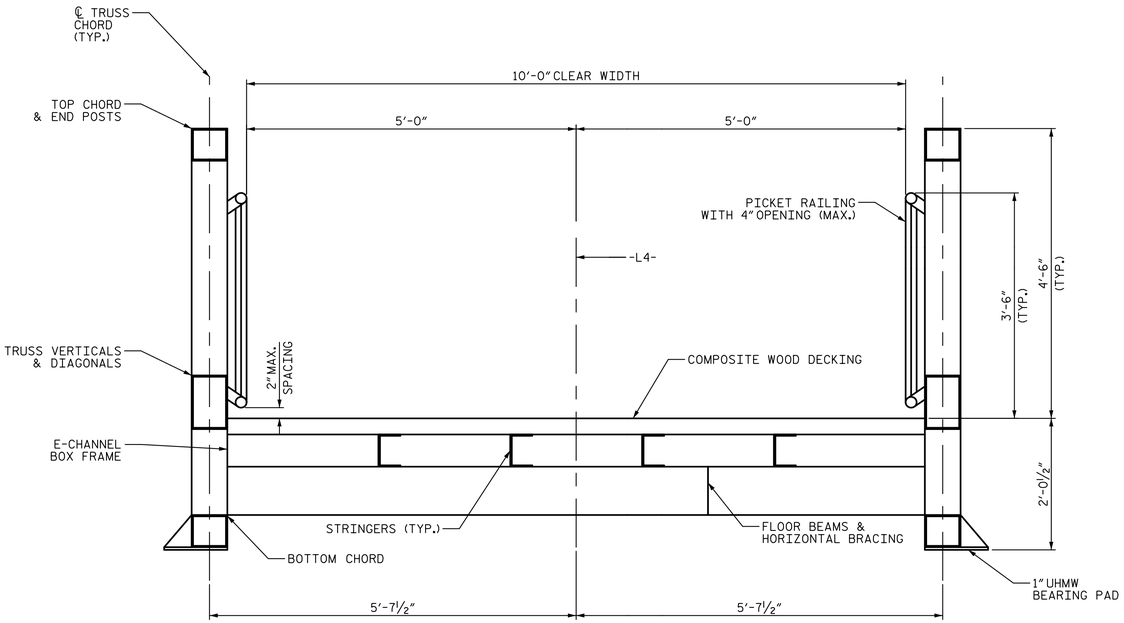
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6311 FALLS OF NEUSE RD, SUITE 101
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NC LICENSE NO. F-1049

REVISIONS						SHEET NO.
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1			3			TOTAL SHEETS
2			4			6

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NOTES:

1. DETAILS SHOWN ARE SCHEMATIC IN NATURE AND ARE INTENDED AS A GUIDE.
2. FOR ADDITIONAL SUPERSTRUCTURE NOTES, SEE SHEET 3 OF 6.



TYPICAL SECTION

PROPOSED SINGLE SPAN ALUMINUM
BRIDGE LENGTH = 88'-0"

PROJECT NO. CLAYTON RIVER WALK
WAKE/JOHNSTON COUNTY
STATION: 13+41.81 -L4-

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

TOWN OF CLAYTON

TYPICAL SECTION

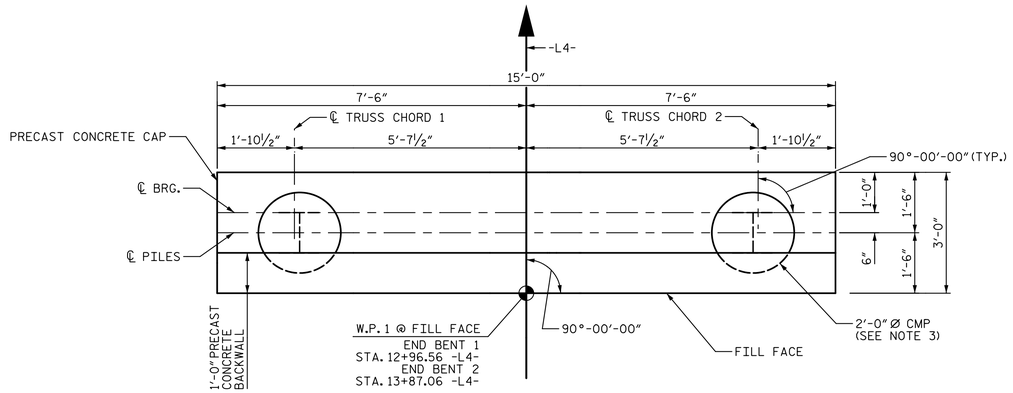
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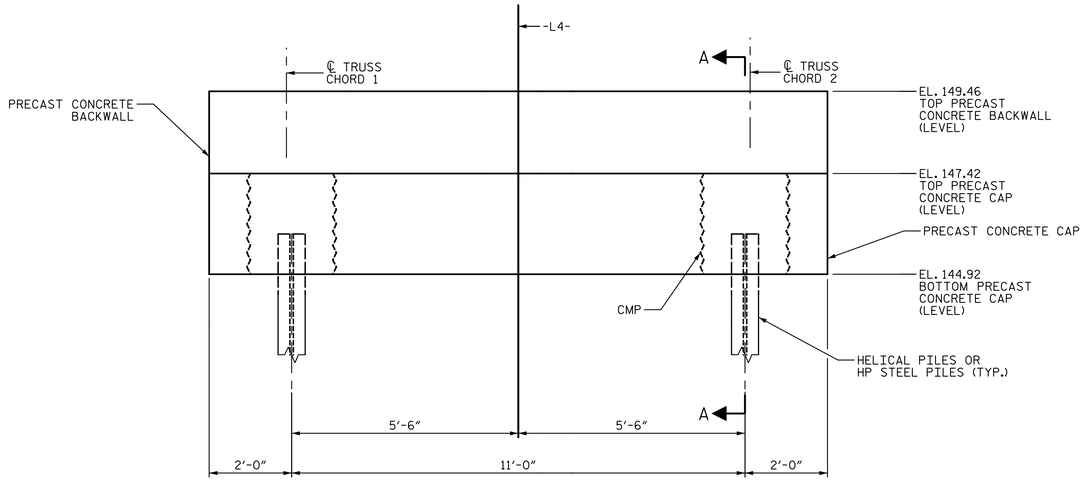
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PLAN

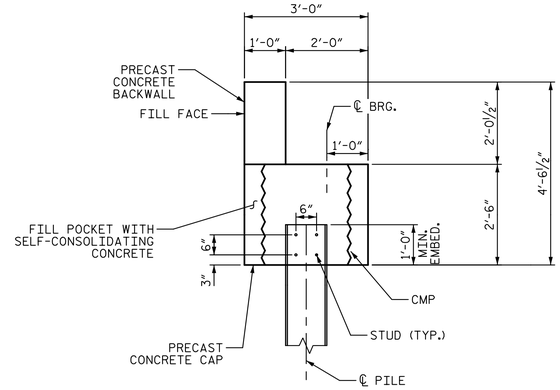
END BENT 1 SHOWN, END BENT 2 SIMILAR



ELEVATION

NOTES

1. CENTERLINES OF TRUSS AND ASSOCIATED SPACINGS AND DIMENSIONS HAVE BEEN ASSUMED. ACTUAL VALUES SHALL BE DETERMINED AND PROVIDED BY TRUSS MANUFACTURER, AND SHALL BE SUBMITTED FOR REVIEW. ADJUSTMENTS TO THIS SPACING BASED ON ACTUAL TRUSS DIMENSIONS MAYBE MADE.
2. FOR ANCHOR BOLT NOTES, SEE "SUPERSTRUCTURE SPECIFICATIONS SHEET 3 OF 6" SHEET.
3. 2'-0" Ø CMP POCKET TO BE FILLED WITH SELF-CONSOLIDATING CONCRETE AFTER FINAL POSITIONING OF PRECAST END BENT CAP AND BEFORE PLACEMENT OF PRECAST CONCRETE BACKWALL.



SECTION A-A

HP STEEL PILE SHOWN, HELICAL PILES ALSO BEING CONSIDERED

ITEM	EST. QTY.	UNIT
PRECAST CONCRETE END BENT CAP	175	LB/CY
PRECAST CONCRETE BACKWALL	175	LB/CY

CLAYTON
PROJECT NO. RIVER WALK
WAKE/JOHNSTON COUNTY
STATION: 13+41.81 -L4-

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

TOWN OF CLAYTON

END BENT 1 AND 2 PLAN AND ELEVATION

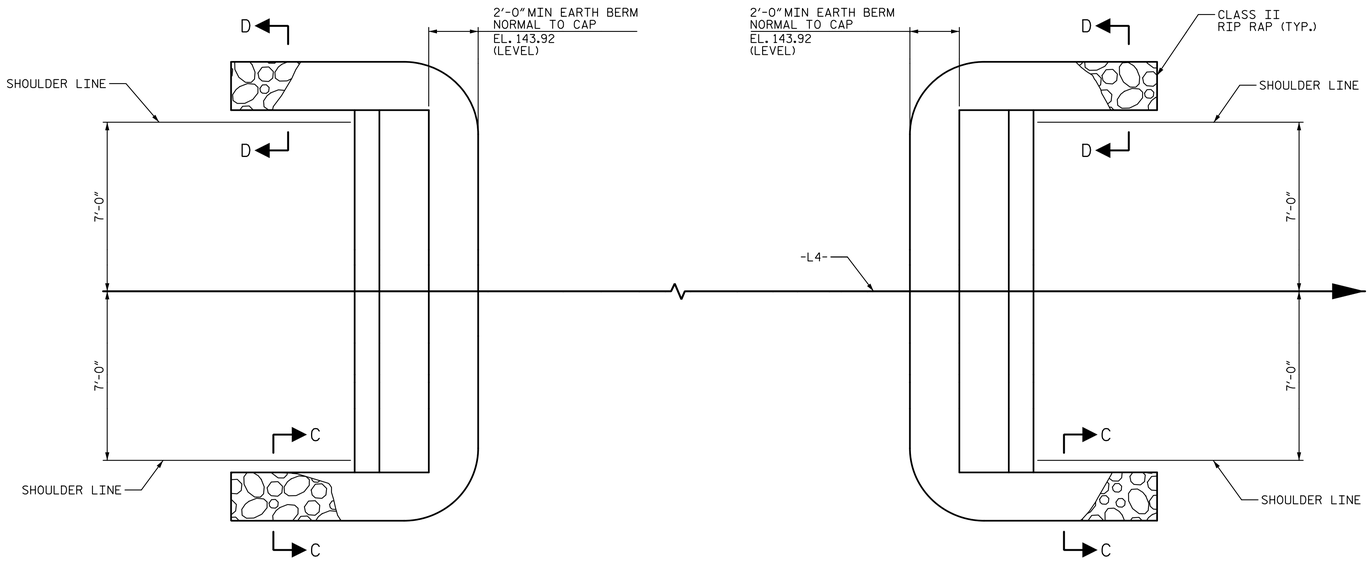
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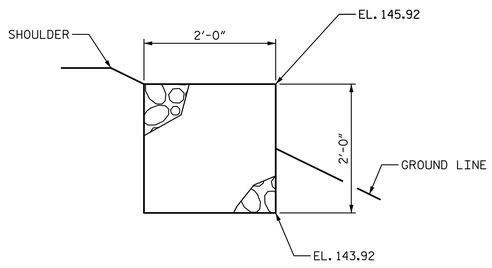
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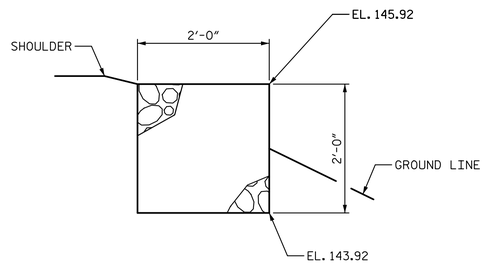


END BENT 1

END BENT 2



SECTION C-C



SECTION D-D

ESTIMATED QUANTITIES		
BRIDGE @ STA. 13+41.81 -L4-	RIP RAP CLASS II (2'-0" THICK)	GEOTEXTILE FOR DRAINAGE
	TONS	SQUARE YARDS
END BENT 1	7	8
END BENT 2	7	8
CHANNEL STABILIZATION	86	95

NOTE: SEE GENERAL DRAWING, SHEET S2-1 FOR CHANNEL STABILIZATION LIMITS

CLAYTON
PROJECT NO. RIVER WALK
WAKE/JOHNSTON COUNTY
STATION: 13+41.81 -L4-

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

TOWN OF CLAYTON

RIP RAP DETAILS

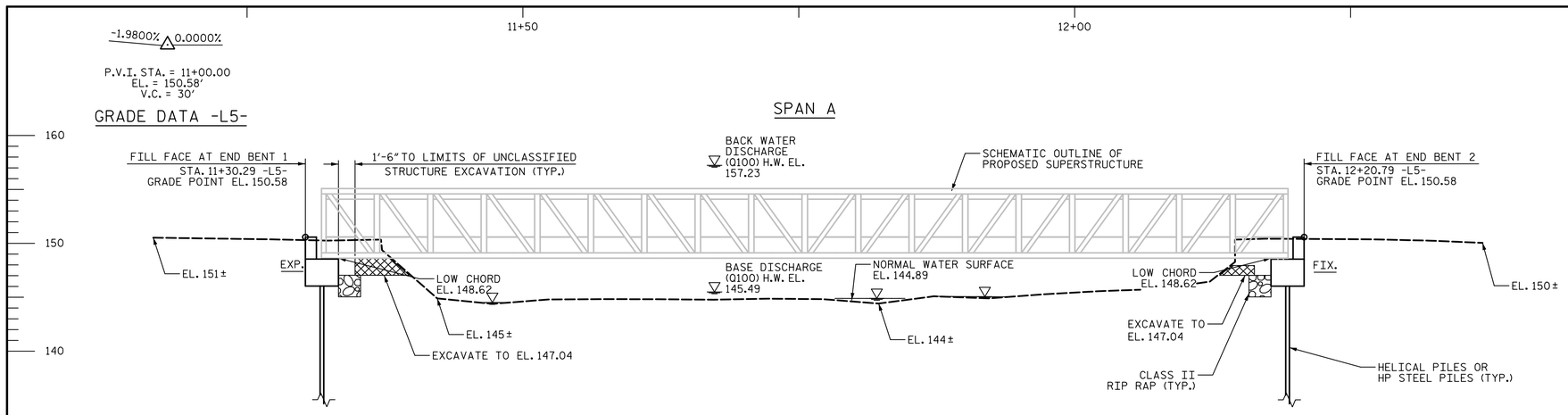
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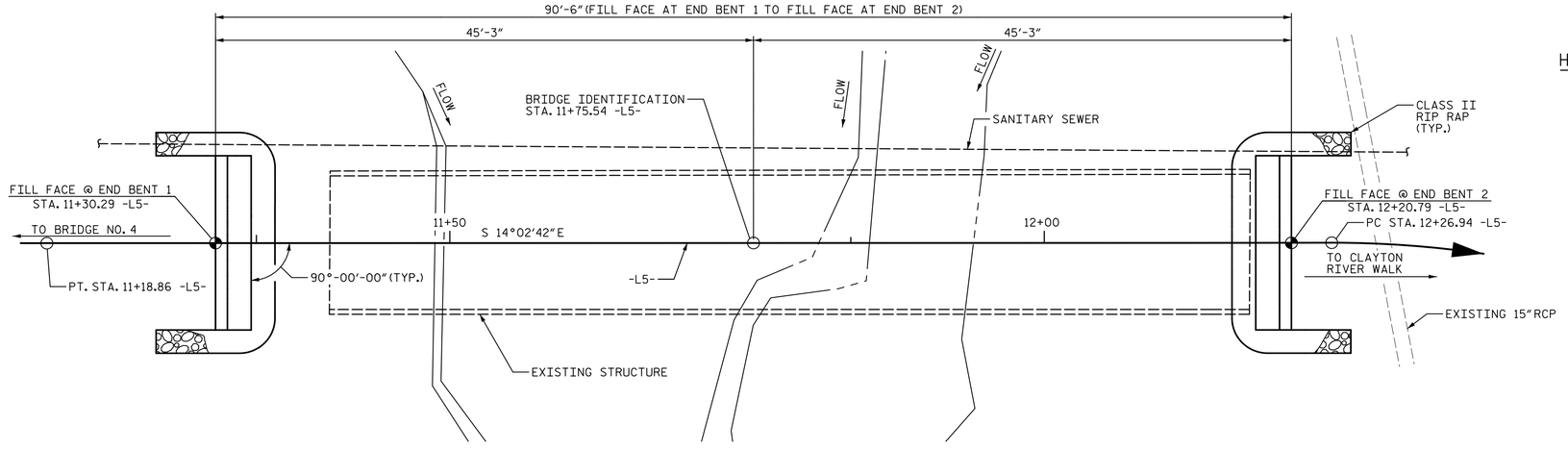
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SECTION ALONG -L5-

EXISTING SUBSTRUCTURE NOT SHOWN FOR CLARITY

NAD 83/2011



PLAN

PILES NOT SHOWN FOR CLARITY

HORIZONTAL CURVE DATA -L5-

P.I. STA. = 10+39.58
Δ = 07°34'43.4" (LT)
D = 19°05'54.9"
L = 39.68'
T = 19.87'
R = 300.00'

P.I. STA. = 11+08.06
Δ = 02°28'38.7" (LT)
D = 11°27'33.0"
L = 21.62'
T = 10.81'
R = 500.00'

CLAYTON
PROJECT NO. RIVER WALK
WAKE/JOHNSTON COUNTY
STATION: 11+75.54 -L5-

REPLACES BRIDGE NO. 5

PRELIMINARY PLANS
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TOWN OF CLAYTON

GENERAL DRAWING

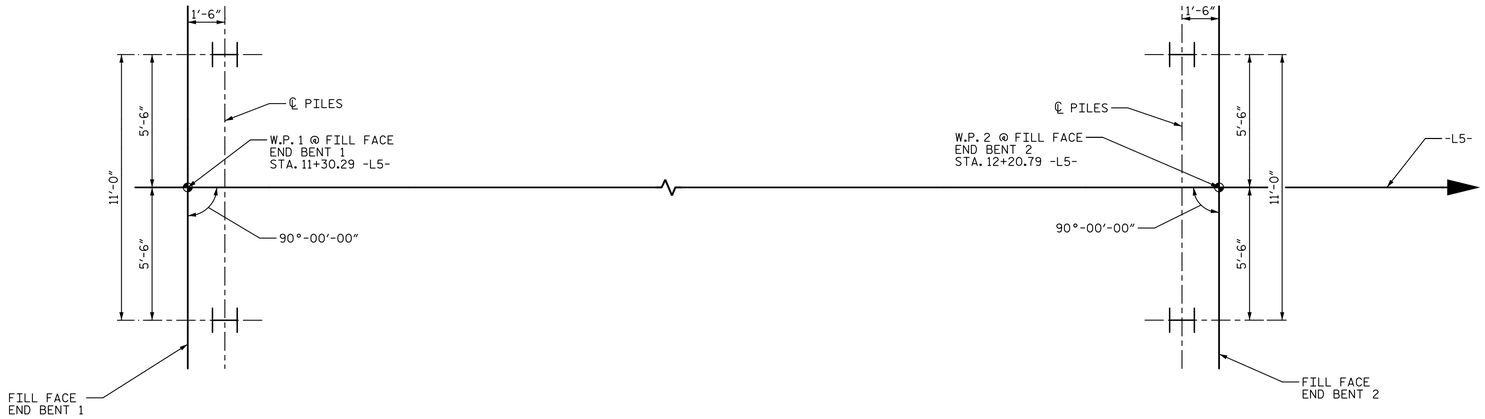
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END BENT 1

END BENT 2

FOUNDATION LAYOUT

FOUNDATION NOTES:

1. NOTE 1...
2. NOTE 2...
3. NOTE 3...
4. NOTE 4...

NOTES TO BE COMPLETED ONCE GIVEN FOUNDATION REPORT FROM GEOTECH

NOTES:

ALL DIMENSIONS ARE PARALLEL OR NORMAL TO FILL FACES.

ALL PILE DIMENSIONS ARE TO CENTERLINES OR PILES.

HP STEEL PILES SHOWN, HELICAL PILES ALSO BEING CONSIDERED.

CLAYTON
PROJECT NO. RIVER WALK
WAKE/JOHNSTON COUNTY
STATION: 11+75.54 -L5-

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

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FOUNDATION LAYOUT

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SUPERSTRUCTURE NOTES:

THESE PLANS ARE INCOMPLETE UNLESS ACCOMPANIED BY THE SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS INCLUDED IN THE CONTRACT DOCUMENTS.

WELDING AND NON-DESTRUCTIVE TESTING:
ALL FABRICATION, WELDING, NON-DESTRUCTIVE TESTING AND VISUAL INSPECTION SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE ANSI/AASHTO/AWS BRIDGE WELDING CODE D1.5

BEARINGS/ANCHOR BOLTS

BEARINGS SHALL BE ELASTOMERIC BEARINGS. CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN OF THE BEARING ASSEMBLIES AND ANCHOR BOLTS IN ACCORDANCE WITH AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS. 8TH EDITION, THE NC SMU STRUCTURES DESIGN MANUAL AND THE CONTRACT SPECIAL PROVISIONS. CONTRACTOR SHALL SUBMIT BEARING ASSEMBLY AND ANCHOR BOLT DESIGN CALCULATIONS AND SHOP DRAWINGS FOR APPROVAL PRIOR TO CONSTRUCTION. ALL PAYMENT FOR BEARINGS AND ANCHOR BOLTS SHALL BE INCLUDED IN THE LUMP SUM PAYMENT FOR THE PREFABRICATED ALUMINUM TRUSS.

SHOP DRAWINGS SHALL PROVIDE COMPLETE DETAILS AND DIMENSIONS OF THE BEARING ASSEMBLY TO ENSURE PROPER SIZE OF BEARING SEATS HAVE BEEN ESTABLISHED.

SHOP DRAWINGS SHALL CLEARLY DEFINE THE FINAL SEAT ELEVATIONS FOR THE TRUSS BEARINGS SEATS.

PAYMENT FOR ALL DESIGN, MATERIALS, EQUIPMENT, TOOLS, LABOR, AND INCIDENTALS NECESSARY FOR THE ELASTOMERIC BEARINGS SHALL BE INCLUDED IN THE LUMP SUM PAYMENT FOR THE PREFABRICATED ALUMINUM TRUSS.

BRIDGE DECK

THE BRIDGE DECK SHALL BE DESIGNED AS A COMPOSITE WOOD DECK IN ACCORDANCE WITH THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 8TH EDITION, AND THE NC SMU STRUCTURES DESIGN MANUAL.

NOTES:

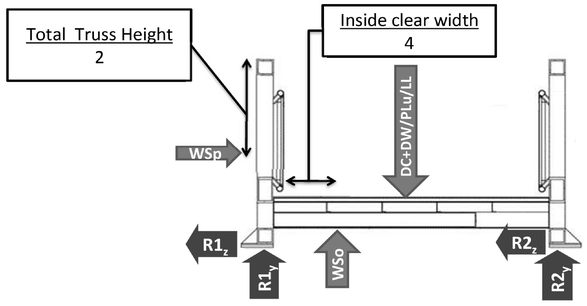
1. ASSUMED LIVE LOAD = 90 PSF FOR PEDESTRIAN LIVE LOAD IN ACCORDANCE WITH THE AASHTO GUIDE SPECIFICATION FOR DESIGN OF PEDESTRIAN BRIDGES. H10 LOADING ALSO CONSIDERED.
2. THIS BRIDGE HAS BEEN DESIGNED IN ACCORDANCE WITH THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS
3. THIS BRIDGE IS LOCATED IN SEISMIC ZONE 1.

DESIGN LOADS

TABLE FROM GATOR BRIDGE

Est. Min. Expansion Range: 1.65 in

	$R1_z$	$R1_y$	$R1_x$	$R2_z$	$R2_y$	$R2_x$
Unfactored - Dead Load (DC+DW)	---	4,659	---	---	4,659	---
Unfactored - Ped. Live Load (PLu)	---	19,800	---	---	19,800	---
Unfactored - Vehicle Live Load (LLv)*	---	0	---	---	0	---
Unfactored - Horizontal Wind (WSp)	5,073	-3,318	---	5,073	3,318	---
Unfactored - Overturning Wind (WSo)	---	-7,920	---	---	-2,640	---
Strength I - Ped. [(DC+DW)(1.25) + (PLu)(1.75)]	---	40,474	---	---	40,474	---
Strength I - Vehicle [(DC+DW)(1.25) + (LLv)(1.75)]	---	5,824	---	---	5,824	---
Strength III - [(DC+DW)(1.25) + (WSp)(1.4)+(WSo)(1.4)]	7,102	-9,910	---	7,102	6,774	---
Expansion/Contraction	---	---	0	---	---	0



CLAYTON
PROJECT NO. RIVER WALK
WAKE/JOHNSTON COUNTY
STATION: 11+75.54 -L5-

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

TOWN OF CLAYTON

SUPERSTRUCTURE NOTES

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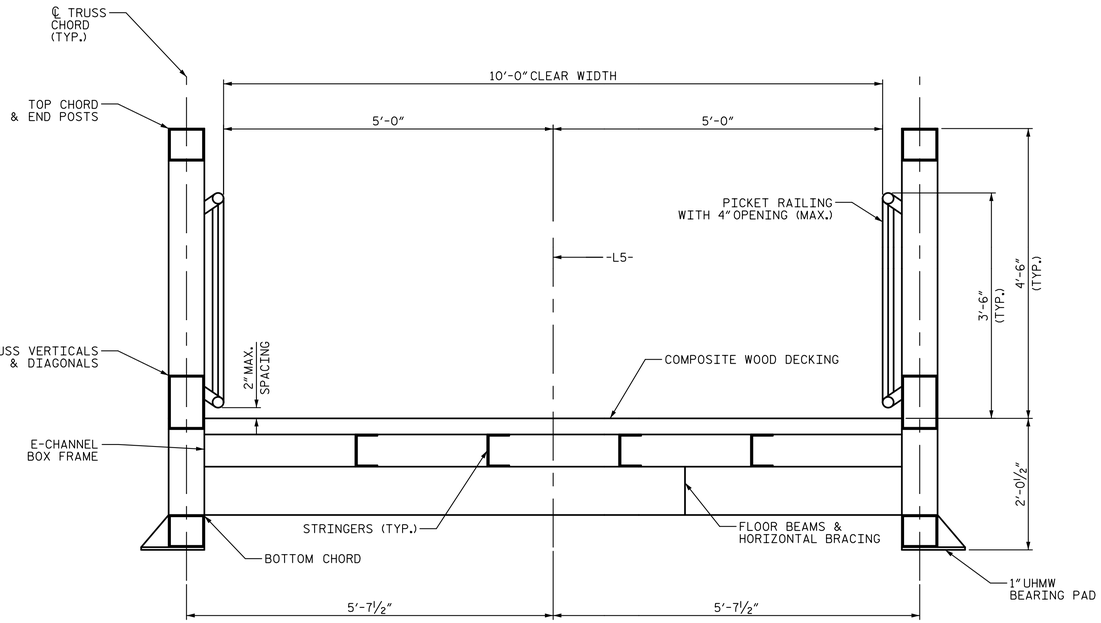
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NOTES:

1. DETAILS SHOWN ARE SCHEMATIC IN NATURE AND ARE INTENDED AS A GUIDE.
2. FOR ADDITIONAL SUPERSTRUCTURE NOTES, SEE SHEET 3 OF 6.



TYPICAL SECTION

PROPOSED SINGLE SPAN ALUMINUM
BRIDGE LENGTH = 88'-0"

PROJECT NO. CLAYTON RIVER WALK
WAKE/JOHNSTON COUNTY
STATION: 11+75.54 -L5-

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

TOWN OF CLAYTON

TYPICAL SECTION

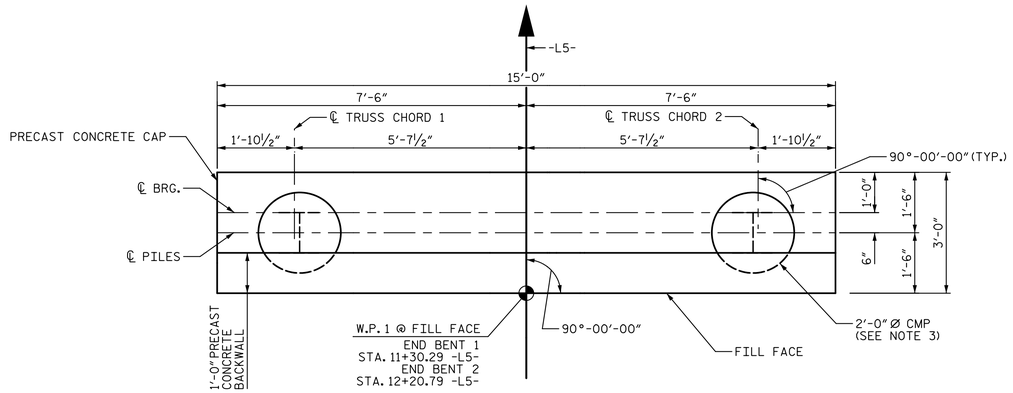
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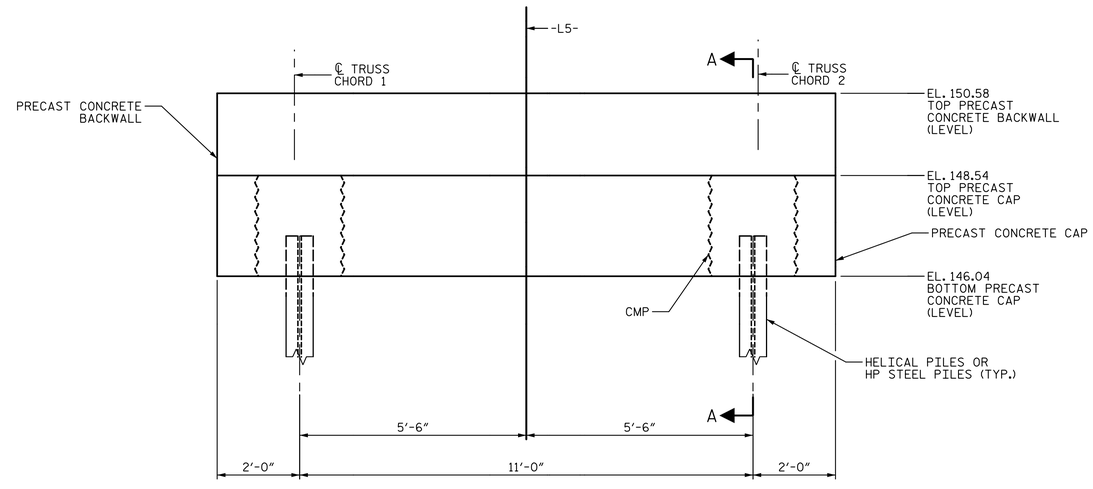
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PLAN

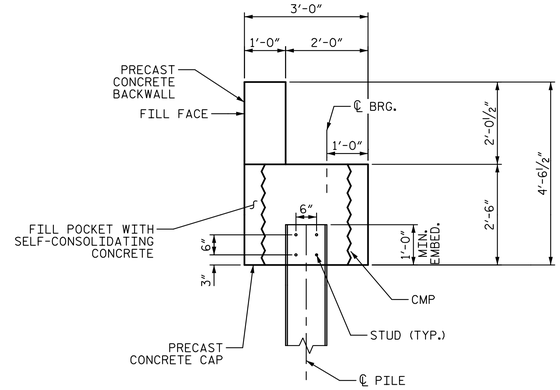
END BENT 1 SHOWN, END BENT 2 SIMILAR



ELEVATION

NOTES

1. CENTERLINES OF TRUSS AND ASSOCIATED SPACINGS AND DIMENSIONS HAVE BEEN ASSUMED. ACTUAL VALUES SHALL BE DETERMINED AND PROVIDED BY TRUSS MANUFACTURER, AND SHALL BE SUBMITTED FOR REVIEW. ADJUSTMENTS TO THIS SPACING BASED ON ACTUAL TRUSS DIMENSIONS MAYBE MADE.
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3. 2'-0" Ø CMP POCKET TO BE FILLED WITH SELF-CONSOLIDATING CONCRETE AFTER FINAL POSITIONING OF PRECAST END BENT CAP AND BEFORE PLACEMENT OF PRECAST CONCRETE BACKWALL.



SECTION A-A

HP STEEL PILE SHOWN,
HELICAL PILES ALSO
BEING CONSIDERED

ITEM	EST. QTY.	UNIT
PRECAST CONCRETE END BENT CAP	175	LB/CY
PRECAST CONCRETE BACKWALL	175	LB/CY

CLAYTON
PROJECT NO. RIVER WALK
WAKE/JOHNSTON COUNTY
STATION: 11+75.54 -L5-

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

TOWN OF CLAYTON

END BENT 1 AND 2 PLAN AND ELEVATION

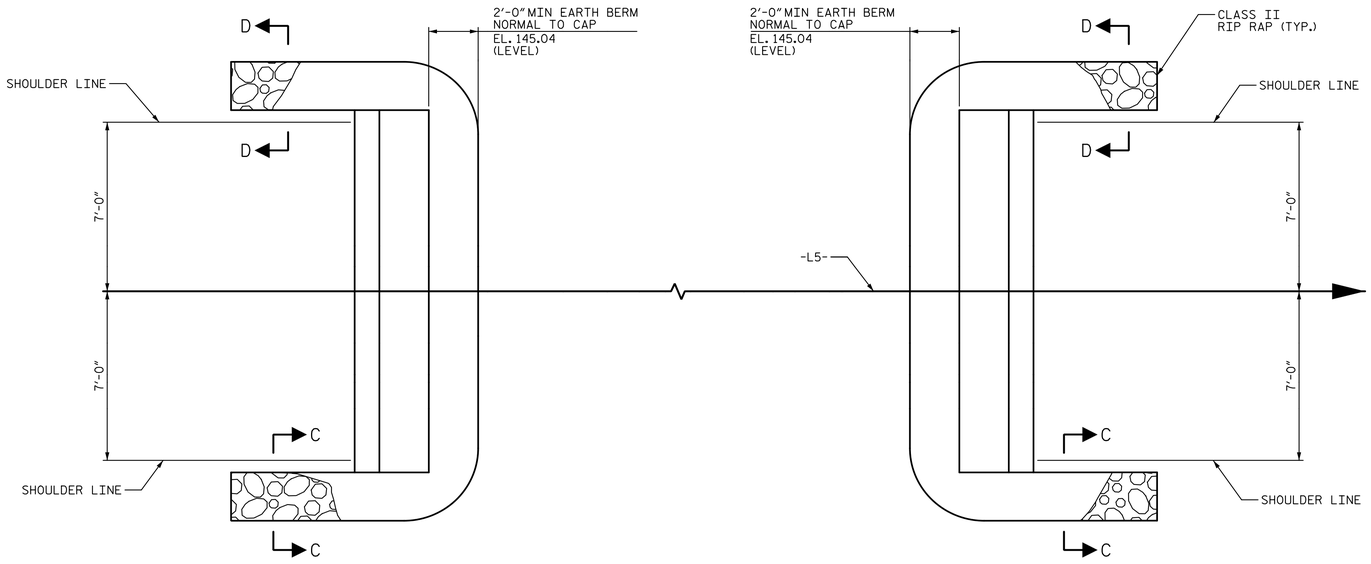
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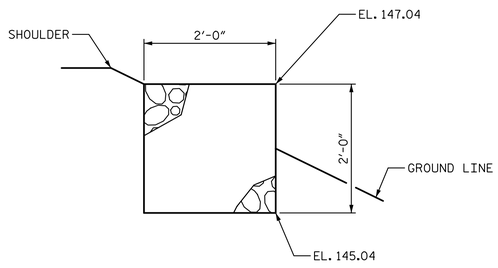
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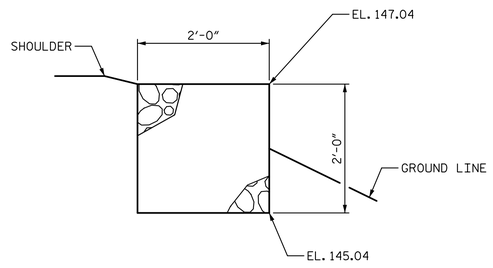


END BENT 1

END BENT 2



SECTION C-C



SECTION D-D

ESTIMATED QUANTITIES		
BRIDGE @ STA. 11+75.54 -L5-	RIP RAP CLASS II (2'-0" THICK)	GEOTEXTILE FOR DRAINAGE
	TONS	SQUARE YARDS
END BENT 1	7	8
END BENT 2	7	8

CLAYTON
PROJECT NO. RIVER WALK
WAKE/JOHNSTON COUNTY
STATION: 11+75.54 -L5-

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

TOWN OF CLAYTON

RIP RAP DETAILS

DRAWN BY : GPA DATE : 05/2022
CHECKED BY : MAL DATE : 05/2022
DESIGN ENGINEER OF RECORD: MAL DATE : 05/2022

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

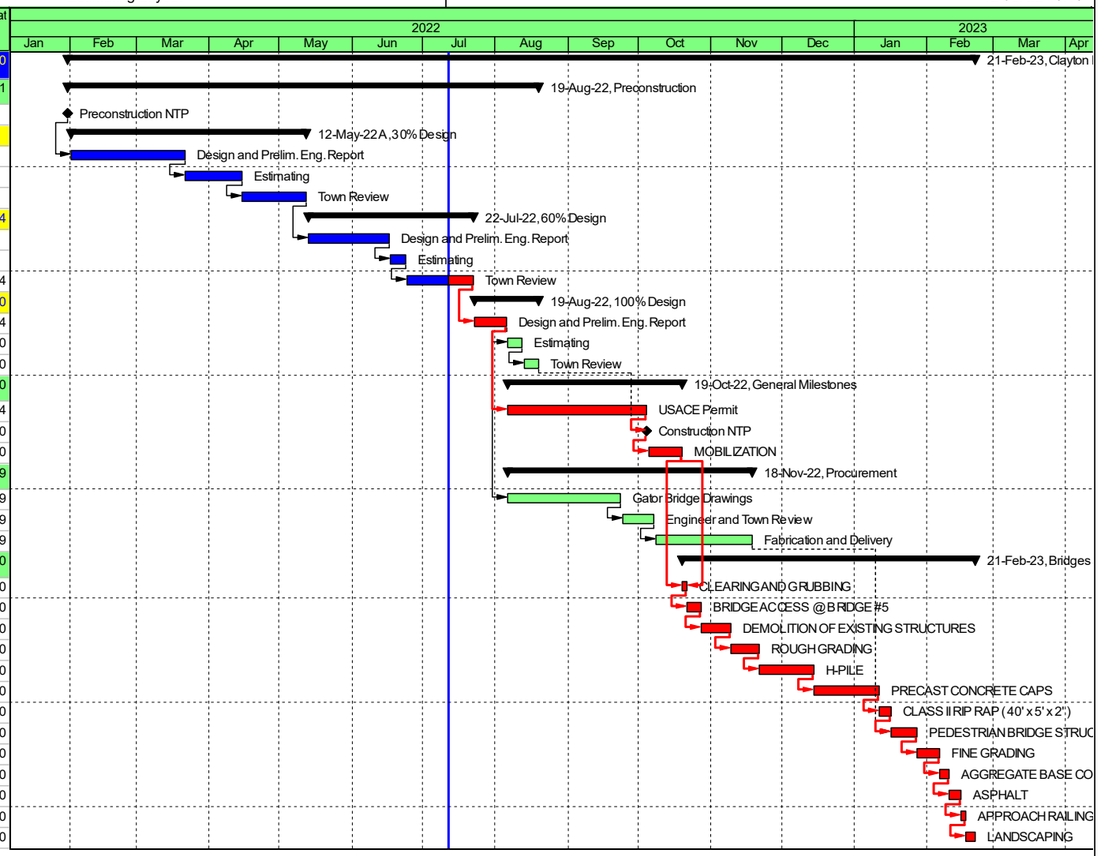
A. Morton Thomas and Associates, Inc.
6311 Falls of Neuse Rd, Suite 101
Raleigh, NC 27609
NC License No. F-1049

REVISIONS						SHEET NO.
NO.	BY:	DATE:	NO.	BY:	DATE:	S3-6
1			3			TOTAL SHEETS
2			4			6

6/10/2022
X:\Raleigh\21-0764.001 - Town of Clayton Design-Build Services\05-CAD\Clayton River Walk\Structures\CAD\60pct\403_011_Clayton-DB_GD01_S5-6.dgn
gackall

Clayton Riverwalk Prog DB ped bridges | Estimating Layout | 12-Jul-22 15:18

Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
Clayton Riverwalk Prog DB ped bridges		270	31-Jan-22 A	21-Feb-23	120
Preconstruction		143	31-Jan-22 A	19-Aug-22	151
A1230	Preconstruction NTP	0	31-Jan-22 A		
30% Design		102	01-Feb-22 A	12-May-22 A	
A1140	Design and Prelim. Eng. Report	49	01-Feb-22 A	21-Mar-22 A	
A1150	Estimating	14	22-Mar-22 A	15-Apr-22 A	
A1160	Town Review	28	15-Apr-22 A	12-May-22 A	
60% Design		56	13-May-22 A	22-Jul-22	174
A1170	Design and Prelim. Eng. Report	35	13-May-22 A	16-Jun-22 A	
A1180	Estimating	14	17-Jun-22 A	24-Jun-22 A	
A1190	Town Review	14	24-Jun-22 A	22-Jul-22	174
100% Design		28	23-Jul-22	19-Aug-22	220
A1200	Design and Prelim. Eng. Report	14	23-Jul-22	05-Aug-22	174
A1210	Estimating	7	06-Aug-22	12-Aug-22	220
A1220	Town Review	7	13-Aug-22	19-Aug-22	220
General Milestones		52	06-Aug-22	19-Oct-22	120
A1280	USACE Permit	60	06-Aug-22	04-Oct-22	174
A1240	Construction NTP	0	04-Oct-22		120
A1000	MOBILIZATION	10	05-Oct-22	19-Oct-22	120
Procurement		105	06-Aug-22	18-Nov-22	229
A1250	Gator Bridge Drawings	49	06-Aug-22	23-Sep-22	229
A1260	Engineer and Town Review	14	24-Sep-22	07-Oct-22	229
A1270	Fabrication and Delivery	42	08-Oct-22	18-Nov-22	229
Bridges 3, 4, & 5		85	19-Oct-22	21-Feb-23	120
A1030	CLEARING AND GRUBBING	2	19-Oct-22	21-Oct-22	120
A1010	BRIDGE ACCESS @ BRIDGE #5	4	21-Oct-22	27-Oct-22	120
A1020	DEMOLITION OF EXISTING STRUCTURES	9	27-Oct-22	09-Nov-22	120
A1050	ROUGH GRADING	8	09-Nov-22	21-Nov-22	120
A1100	H-PILE	15	21-Nov-22	14-Dec-22	120
A1110	PRECAST CONCRETE CAPS	18	14-Dec-22	11-Jan-23	120
A1090	CLASS II RIP RAP (40' x 5' x 2')	3	11-Jan-23	16-Jan-23	120
A1120	PEDESTRIAN BRIDGE STRUCTURES	9	16-Jan-23	27-Jan-23	120
A1060	FINE GRADING	6	27-Jan-23	06-Feb-23	120
A1070	AGGREGATE BASE COURSE GABC - 6"	4	06-Feb-23	10-Feb-23	120
A1080	ASPHALT	3	10-Feb-23	15-Feb-23	120
A1130	APPROACH RAILINGS	2	15-Feb-23	17-Feb-23	120
A1040	LANDSCAPING	2	17-Feb-23	21-Feb-23	120



Actual Work | Critical Remaining Work | Summary
Remaining Work | Milestone

Page 1 of 1

TASK filter: All Activities

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DBIA Contract Document **#544**

Progressive Design-Build Agreement

Document No. 544
First Edition, 2019

© Design-Build Institute of America
Washington, D.C.

Design-Build Institute of America - Contract Documents

LICENSE AGREEMENT

By using the DBIA Contract Documents, you agree to and are bound by the terms of this License Agreement.

1. **License.** The Design-Build Institute of America ("DBIA") provides DBIA Contract Documents and licenses their use worldwide. You acknowledge that DBIA Construction Documents are protected by the copyright laws of the United States. You have a limited nonexclusive license to: (a) Use DBIA Contract Documents on any number of machines owned, leased, or rented by your company or organization; (b) Use DBIA Contract Documents in printed form for bona fide contract purposes; and (c) Copy DBIA Contract Documents into any machine-readable or printed form for backup or modification purposes in support of your permitted use.
2. **User Responsibility.** You assume sole responsibility for the selection of specific documents or portions thereof to achieve your intended results, and for the installation, use, and results obtained from the DBIA Contract Documents. You acknowledge that you understand that the text of the DBIA Contract Documents has important legal consequences and that consultation with an attorney is recommended with respect to use or modification of the text. You will not represent that any of the contract documents you generate from DBIA Contract Documents are DBIA documents unless (a) the document text is used without alteration or (b) all additions and changes to, and deletions from, the text are clearly shown.
3. **Copies.** You may not use, copy, modify, or transfer DBIA Contract Documents, or any copy, modification, or merged portion, in whole or in part, except as expressly provided for in this license. Reproduction of DBIA Contract Documents in printed or machine-readable format for resale or educational purposes is expressly prohibited. You will reproduce and include DBIA's copyright notice on any printed or machine-readable copy, modification, or portion merged into another document or program.
4. **Transfers.** You may not transfer possession of any copy, modification or merged portion of DBIA Contract Documents to another party, except that a party with whom you are contracting may receive and use such transferred material solely for purposes of its contract with you. You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement, and any attempt to do so is void.
5. **Term.** The license is effective for one year from the date of purchase. DBIA may elect to terminate it earlier, by written notice to you, if you fail to comply with any term or condition of this Agreement.
6. **Limited Warranty.** DBIA warrants the electronic files or other media by which DBIA Contract Documents are furnished to be free from defects in materials and workmanship under normal use during the Term. There is no other warranty of any kind, expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. DBIA does not warrant that the DBIA Contract Documents will meet your requirements or that the operation of DBIA Contract Documents will be uninterrupted or error-free.
7. **Limitations of Remedies.** DBIA's entire liability and your exclusive remedy shall be: the replacement of any document not meeting DBIA's "Limited Warranty," which is returned to DBIA with a copy of your receipt, or at DBIA's election, your money will be refunded. In no event will DBIA be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use DBIA Contract Documents even if DBIA has been advised of the possibility of such damages, or for any claim by any other party. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.
8. **Acknowledgement.** You acknowledge that you have read this agreement, understand it, and agree to be bound by its terms and conditions and that it will be governed by the laws of the District of Columbia. You further agree that it is the complete and exclusive statement of your agreement with DBIA which supersedes any proposal or prior agreement, oral or written, and any other communications between the parties relating to the subject matter of this agreement.

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Progressive Design-Build Agreement

This document has important legal consequences. Consultation with an attorney is recommended with respect to its completion or modification.

This **AGREEMENT** is made as of the _____ day of January in the year of 2022, by and between the following parties, for services in connection with the Project identified below:

OWNER:
(Name and address)
Town of Clayton
111 E. Second Street
Clayton, NC 27528
Attn: Richard Cappola, PE. Interim Town Manager

DESIGN-BUILDER:
(Name and address)
Crowder Construction Company
6425 Brookshire Boulevard
Charlotte, NC 28216
Attn: George Ellis, Division Manager, Vice President

PROJECT:
(Include Project name and location as it will appear in the Contract Documents)

Clayton Riverwalk on the Neuse Greenway Bridge Replacements

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

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Article 1

General

1.1 Duty to Cooperate. Owner and Design-Builder commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith to permit each party to realize the benefits afforded under this Agreement.

1.2 Definitions. Terms, words and phrases used in this Agreement shall have the meanings given them in DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition) ("General Conditions of Contract").

1.3 Design Services. Design-Builder shall, consistent with applicable state licensing laws, provide design services, including architectural, engineering, and other design professional services required by this Agreement. Such design services shall be provided through qualified, licensed design professionals who are either (i) employed by Design-Builder, or (ii) procured by Design-Builder from independent sources. Nothing in this Agreement is intended to create any legal or contractual relationship between Owner and any independent design professional.

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services.

2.1.1 Owner shall provide Design-Builder with Owner's Project Criteria describing Owner's program requirements and objectives for the Project as set forth in Exhibit A. Owner's Project Criteria shall include Owner's use, space, price, time, site, performance, and expandability requirements. Owner's Project Criteria may include conceptual documents, design specifications, design performance specifications, and other technical materials and requirements prepared by or for Owner.

2.1.2 If Owner's Project Criteria have not been developed prior to the execution of this Agreement, Design-Builder will assist Owner in developing Owner's Project Criteria, with such service deemed to be billable at the hourly rates established in exhibit B. If Owner has developed Owner's Project Criteria prior to executing this Agreement, Design-Builder shall review and prepare a written evaluation of such criteria, including recommendations to Owner for different and innovative approaches to the design and construction of the Project. The parties shall meet to discuss Design-Builder's written evaluation of Owner's Project Criteria and agree upon what revisions, if any, should be made to such criteria.

2.2 Phased Services.

2.2.1 Phase 1 Services. Design-Builder shall perform the services of design, pricing, and other services for the Project based on Owner's Project Criteria, as may be revised in accordance with Section 2.1 hereof, as set forth in Exhibit B, Scope of Services. Design-Builder shall perform such services to the level of completion required for Design-Builder and Owner to establish the Contract Price for Phase 2, as set forth in Section 2.3 below. The Contract Price for Phase 2 shall be developed during Phase 1 on an “open-book” basis. Design-Builder’s Compensation for Phase 1 Services is set forth in Section 7.0 herein. The level of completion required for Phase 1 Services is defined in Exhibit B, Scope of Services (either as a percentage of design completion or by defined deliverables).

2.2.2 Phase 2 Services. Design-Builder’s Phase 2 services shall consist of the completion of design services for the Project, the procurement of all materials and equipment for the Project,

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the performance of construction services for the Project, the start-up, testing, and commissioning of the Project, and the provision of warranty services, all as further described in the Contract Price Amendment. Upon receipt of Design-Builder's proposed Contract Price for Phase 2, Owner may proceed as set forth in Article 2.3.

2.3 Proposal. Upon completion of the Phase 1 Services and any other Basis of Design Documents upon which the parties may agree, Design-Builder shall submit a proposal to Owner (the "Proposal") for the completion of the design and construction for the Project for the Contract Price, which may be based on Lump Sum with specific pay items that can be used by the Owner.

2.3.1 The Proposal shall include the following unless the parties mutually agree otherwise:

2.3.1.1 The Contract Price that may be based on a Lump Sum with specific pay items that can be used by the Owner. Payment of the work will be based on the schedule of values listed below:

Clayton Riverwalk Bridge Replacements Project

CONSTRUCTION SCHEDULE OF VALUES						
Line Item	Description	Quantity	Unit	Unit Price	Total	Notes
10	MOBILIZATION	1.00	LS	$137,135.90	$137,135.90	
20	CONSTRUCTION SURVEY	1.00	LS	$50,000.00	$50,000.00	
30	EROSION CONTROL AND FINAL SEEDING	1.00	LS	$80,000.00	$80,000.00	
40	MAINTENANCE OF TRAFFIC - MOT	1.00	LS	$50,000.00	$50,000.00	
50	DEMOLITION OF EXISTING STRUCTURES	3.00	EA	$30,000.00	$90,000.00	
60	CLEARING AND GRUBBING	1.00	LS	$111,661.27	$111,661.27	
70	GRADING	1.00	LS	$380,198.56	$380,198.56	Includes bridge 4 channel stabilization
80	ASPHALT & RESURFACING	1.00	LS	$448,919.75	$448,919.75	
90	PEDESTRIAN BRIDGE SUBSTRUCTURES	6.00	EA	$53,443.23	$320,659.39	
100	PEDESTRIAN BRIDGE SUPERSTRUCTURES	3.00	EA	$358,047.73	$1,074,143.19	
	TOTAL GMP	**1.00**	**LS**		**$2,742,718.06**	

Unit Price Allowances:						
Line Item	Description	Quantity	Unit	Unit Price	Total	NOTES
110A	CLASS II RIP RAP	1.00	TN	$172.98	$172.98	ONLY IF EXCEEDS 150 TN
120A	AGGREGATE BASE COURSE, 6" ABC (ASPHALT TRAIL)	1.00	TN	$253.00	$253.00	ONLY IF EXCEEDS 126TN
130A	ASPHALT BASE COURSE	1.00	TN	$718.75	$718.75	ONLY IF EXCEEDS 166TN
140A	ASPHALT SURFACE COURSE, 2.5", SF9.5A	1.00	TN	$483.00	$483.00	ONLY IF EXCEEDS 636TN
150A	ASPHALT BINDER @ 7.57%	1.00	TN	$1,150.00	$1,150.00	ONLY IF EXCEEDS 58TN

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2.3.1.2 The Basis of Design Documents, which may include, by way of example, Owner's Project Criteria, which are set forth in detail and are attached to the Proposal;

2.3.1.3 A list of the assumptions and clarifications made by Design-Builder in the preparation of the Proposal, which list is intended to supplement the information contained in the drawings and specifications and is specifically included as part of the Basis of Design Documents;

2.3.1.4 The Scheduled Substantial Completion Date upon which the Proposal is based, to the extent said date has not already been established under Section 6.2.1 hereof, and a schedule upon which the Scheduled Substantial Completion Date is based and a Project Schedule for the Work;

2.3.1.5 If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis;

2.3.1.6 If applicable, a schedule of alternate prices;

2.3.1.7 If applicable, a schedule of unit prices;

2.3.1.8 If applicable, a statement of Additional Services which may be performed but which are not included in the Proposal, and which, if performed, shall be the basis for an increase in the Contract Price and/or Contract Time(s);

2.3.1.9 If applicable, a Savings provision;

2.3.1.10 If applicable, Performance Incentives;

2.3.1.11 The time limit for acceptance of the Proposal; and

2.3.1.12 An Owner's permit list, a list detailing the permits and governmental approvals that Owner will bear responsibility to obtain.

2.3.2 Review and Adjustment to Proposal.

2.3.2.1 After submission of the Proposal, Design-Builder and Owner shall meet to discuss and review the Proposal. If Owner has any comments regarding the Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Design-Builder of such comments or findings. If appropriate, Design-Builder shall, upon receipt of Owner's notice, make appropriate adjustments to the Proposal.

2.3.2.3 Acceptance of Proposal. If Owner accepts the Proposal, as may be amended by Design-Builder, the Contract Price and its basis shall be set forth in an amendment to this Agreement, when mutually agreed between the parties (Contract Price Amendment). Once the parties have agreed upon the Contract Price and Owner has issued a Notice to Proceed with Phase 2, Design-Builder shall perform the Phase 2 Services, all as further described in the Contract Price Amendment, as it may be revised.

2.3.2.4 Failure to Accept the Proposal. If Owner rejects the Proposal, or fails to notify Design-Builder in writing on or before the date specified in the Proposal that it accepts the Proposal, the Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Design-Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:

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i. Owner may suggest modifications to the Proposal, whereupon, if such modifications are accepted in writing by Design-Builder, the Proposal shall be deemed accepted and the parties shall proceed in accordance with Section 2.3.2.3 above.

ii. or

iii. Owner may terminate this Agreement for convenience in accordance with Article 9 hereof; provided, however, in this event, Design-Builder shall not be entitled to the payment provided for in Section 9.2 hereof.

If Owner fails to exercise any of the above options, Design-Builder shall have the right to (a) continue with the Work as if Owner had elected to proceed in accordance with Item 2.3.2.4 ii. above, and be paid by Owner accordingly, unless and until Owner notifies it in writing to stop the Work, (b) suspend performance of Work in accordance with Section 11.3.1 of the General Conditions of Contract, provided, however, that in such event Design-Builder shall not be entitled to the payment provided for in Section 9.2 hereof, or (c) may give written notice to Owner that it considers this Agreement completed. If Owner fails to exercise any of the options under Section 2.3.2.4 within ten (10) days of receipt of Design-Builder's notice, then this Agreement shall be deemed completed. If Owner terminates the relationship with Design-Builder under Section 2.3.2.4(iii), or if this Agreement is deemed completed under this paragraph, then Design-Builder shall have no further liability or obligations to Owner under this Agreement.

Article 3

Contract Documents

3.1 The Contract Documents are comprised of the following:

3.1.1 All written modifications, amendments, minor changes, and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Agreement Between Owner and Design-Builder* (2010 Edition) ("General Conditions of Contract");

3.1.2 The Contract Price Amendment referenced in Section 2.3.2.3 herein or the Proposal accepted by Owner in accordance with Section 2.3 herein.

3.1.3 This Agreement, including all exhibits (List for example, performance standard requirements, performance incentive arrangements, markup exhibits, allowances, unit prices, or exhibit detailing offsite reimbursable personnel) but excluding, if applicable, the Contract Price Amendment;

3.1.4 The General Conditions of Contract;

3.1.5 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract;

3.1.6 Exhibit B, Scope of Services; and

3.1.7 The following other documents, if any:

Exhibit C, Design-Builders RFQ, dated October 27, 2021
Exhibit D, Insurance Exhibit
Exhibit E, Payment and Performance Bond Forms
Exhibit F, Contractor and Subcontractor Release and Lien Waiver Forms

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Exhibit G, Weather Days

Article 4

Interpretation and Intent

4.1 Design-Builder and Owner, at the time of acceptance of the Proposal by Owner in accordance with Section 2.3 hereof, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement, or if applicable, prior to Owner's acceptance of the Proposal.

4.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after Owner's acceptance of the Proposal, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict, or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 3.1 hereof. *(Note, the parties are strongly encouraged to establish in the Contract Price Amendment or Proposal (as applicable) the priority of the various documents comprising such exhibit or proposal.)*

4.3 Terms, words, and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

4.4 If Owner's Project Criteria contain design specifications: (a) Design-Builder is entitled to reasonably rely on the accuracy of the information represented in the design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any design performance specifications; and (b) Design-Builder shall be entitled to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification.

4.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 5

Ownership of Work Product

5.1 Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights, and/or patents, subject to the provisions set forth in Sections 5.2 through 5.5 below.

5.2 Owner's Limited License upon Project Completion and Payment in Full to Design-Builder. Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant Owner a limited license to use the Work Product in connection with Owner's occupancy of the Project, conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligation to provide the indemnity set forth in Section 5.5 herein.

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5.3 Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Agreement for its convenience as set forth in Article 9 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 5.2 above, conditioned on the following:

5.3.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party, and on the Owner's obligation to provide the indemnity set forth in Section 5.5 herein, and

5.3.2 Owner agrees to pay Design-Builder the additional sum of Dollars ($0) as compensation for the right to use the Work Product to complete the Project and subsequently use the Work Product in accordance with Section 5.2 if Owner resumes the Project through its employees, agents, or third parties.

5.4 Owner's Limited License upon Design-Builder's Default. If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 5.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 5.3 above.

5.5 Owner's Indemnification for Use of Work Product. Owner recognizes that in the event of an early termination of the Work, whether for convenience or for cause, Design-Builder will not have the opportunity to finish or to finalize its Work Product. Therefore, if Owner uses the Work Product, in whole or in part, or if Owner is required to indemnify any Indemnified Parties based on the use or alteration of the Work Product under any of the circumstances identified in this Article 5, Owner shall defend, indemnify, and hold harmless the Indemnified Parties from and against any and all claims, damages, liabilities, losses, and expenses, including attorneys' fees, arising out of or resulting from the use or alteration of the Work Product, to the fullest extent permitted by applicable law.

Article 6

Contract Time

6.1 Date of Commencement. The Phase 1 Services shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed unless the parties mutually agree otherwise in writing. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed for Phase 2 Services ("Date of Commencement") if the Proposal is accepted and the Contract Price Amendment is amended to this Agreement unless the parties mutually agree otherwise in writing.

6.2 Substantial Completion and Final Completion.

6.2.1 Substantial Completion of the entire Work shall be achieved no later than Two-Hundred Seventy (270) calendar days after the Date of Commencement ("Scheduled Substantial Completion Date").

☒ The parties agree that the definition for Substantial Completion set forth in Section 1.2.18 of the General Conditions of Contract is hereby modified to read as follows:

"*Substantial Completion* is the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes, and meets all of the requirements

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for Substantial Completion in the Agreement including but not limited to the receipt of all approvals for such use by governmental entities having juris

6.2.2 Interim milestones and/or Substantial Completion of identified portions of the Work shall be achieved as follows: No Interim Milestones

6.2.3 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.7 of the General Conditions of Contract.

6.2.4 All of the dates set forth in this Article 6 ("Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

6.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

6.4 Liquidated Damages. Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by Thirty (30) days after the Scheduled Substantial Completion Date (the "LD Date"), Design-Builder shall pay Owner Five Hundred Dollars ($500) as liquidated damages for each day that Substantial Completion extends beyond the LD Date.

6.5 Any liquidated damages assessed pursuant to this Agreement shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties, and any other damages, whether special or consequential, and of whatsoever nature, incurred by Owner which are occasioned by any delay in achieving Substantial Completion, Interim Milestone Dates (if any) or Final Completion.

6.6 Early Completion Bonus. If Substantial Completion is attained on or before Ninety (90) days before the Scheduled Substantial Completion Date (the "Bonus Date"), Owner shall pay Design-Builder at the time of Final Payment under Section 8.4 hereof an early completion bonus of Twenty-Hundred Seventy-Five Dollars ($275) for each day that Substantial Completion is attained earlier than the Bonus Date.

Article 7

Contract Price

7.1 Contract Price.

7.1.1 Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum Two-Hundred Ninety-Six Thousand Eighty-Six Dollars and 60/100 ($ 296,086.60) for the Phase 1 Services, subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Phase 1 Services compensation is deemed to include all sales, use, consumer, and other taxes mandated by applicable Legal Requirements. Final contract value will be based on actual rates and quantities worked and agreed to by the Owner using the established rates and estimates found in Exhibit B. Lump Sum items will be paid in full upon completion.

Upon exhaustion of 80% of the Phase 1 Services contract value, the Design-Build Team will notify the Owner of any expected additional expenditures. Written approval, subject to the

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General Conditions of Contract, by the Owner must be executed prior to overrunning the value/hours worked. along with a new Not to Exceed estimate

7.1.2 For Phase 2 Services, Owner shall pay Design-Builder in accordance with Article 7 of the General Conditions of Contract a contract price ("Contract Price") equal to the Lump Sum amount set forth in Section 7.2 hereof or in the Contract Price Amendment, subject to any GMP established in Section 7.6 hereof or as set forth in the Contract Price Amendment and any adjustments made in accordance with the General Conditions of Contract.

7.1.3 For the specific Work set forth below, Owner agrees to pay Design-Builder, as part of the Contract Price, on the following basis:

7.2 Lump Sum. Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum of **Two-Million Seven Hundred Forty Two Thousand Seven Hundred Eighteen and 06/100** Dollars ($2,742,718.06) ("Contract Price") for the Work for Phase 2 Services, subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer, and other taxes mandated by applicable Legal Requirements.

7.3 Markups for Changes. If the Contract Price requires an adjustment due to changes in the Work, and the cost of such changes is determined under Sections 9.4.1.3 or 9.4.1.4 of the General Conditions of Contract, the following markups shall be allowed on such changes:

7.3.1 For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of **Seven and 50/100** percent (**7.5**%) of the additional costs incurred for that Change Order.

7.3.2 For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include no additional reduction to account for the Design-Builder's Fee or any other markup.

7.4 The Guaranteed Maximum Price. (**This section will be completed upon review of the Proposal for Phase 2 Services and Contract Amendment)**

7.4.1 Design-Builder guarantees that it shall not exceed the GMP of **Two-Million Seven Hundred Forty Two Thousand Seven Hundred Eighteen and 06/100** Dollars (**$2,742,718.06**). The Proposal includes Unit price Adders that will go into effect if the specified quantities in the Schedule of Values are exceeded. If the need for the unit price adders is required than those values are in addition to the GMP value stated above. Documents used as a basis for the GMP shall be identified in the Contract Price Amendment to this Agreement. Design-Builder does not guarantee any specific line item provided as part of the GMP and has the sole discretion to apply payment due to overruns in one line item to savings due to underruns in any other line item. Design-Builder agrees, however, that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with the Contract Documents and Unit Price line item adjustments.

7.5 Allowance Items and Allowance Values.

7.5.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in the Contract Price Amendment or the Proposal.

7.5.2 Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will

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continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

7.5.3 No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

7.5.4 The Allowance Value includes the direct cost of labor, materials, equipment, transportation, taxes, and insurance associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and general conditions costs, overhead and Fee, are deemed to be included in the original Contract Price, and are not subject to adjustment notwithstanding the actual amount of the Allowance Item.

7.5.5 Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 7.5.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

Article 8

Procedure for Payment

8.1 Payment for Preliminary Services. Design-Builder and Owner agree upon the following method for partial and final payment to Design-Builder for the services hereunder: *(Insert terms.)*

8.2 Contract Price Progress Payments.

8.2.1 Design-Builder shall submit to Owner on the First (1st) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

8.2.2 Owner shall make payment within thirty (30) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

8.2.3 If Design-Builder's Fee under Section 7.4 hereof is a fixed amount, the amount of Design-Builder's Fee to be included in Design-Builder's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Design-Builder's Fee.

8.3 Retainage on Progress Payments.

8.3.1 Owner will retain **Five** percent (**5.0**%) of the cost of Work, exclusive of General Conditions costs, and any amounts paid to Design-Builder's Design Consultant, from each Application for Payment provided, however, that when fifty percent (50%) of the Work has been satisfactorily completed by Design-Builder and Design-Builder is otherwise in compliance with its contractual obligations, Owner will not retain any additional amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Subcontractors completing their work early in the Project.

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8.3.2 Within fifteen (15) days after Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to: (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion; and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.

8.4 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment (less any amount the parties may have agreed to set aside for warranty work) within ten (10) days after Owner's receipt of the Final Application for Payment, provided that: (a) Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

8.5 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing five (5) days after payment is due at the rate of **One** percent (**1.0** %) per month until paid. Payment shall be due 30 days following the invoice date.

8.6 Record Keeping and Finance Controls. Design-Builder acknowledges that this Agreement is to be administered on an "open book" arrangement relative to Costs of the Work. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time to time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda, and other data relating to the Work, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by the Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, but the composition of such multiplier or markup is not subject to audit. Any lump sum agreed to by the Owner and Design-Builder as part of this Agreement is not subject to audit.

Article 9

Termination for Convenience

9.1 Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

9.1.1 All services performed and Work executed and for proven loss, cost, or expense in connection with the services and Work;

9.1.2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and

9.1.3 The fair and reasonable sums for overhead and profit on the sum of items 9.1.1 and 9.1.2 above.

9.2 In addition to the amounts set forth in Section 9.1 above, Design-Builder shall be entitled to receive one of the following as applicable:

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9.2.1 If Owner terminates this Agreement prior to commencement of construction, Design-Builder shall be paid Eighteen percent (18%) of the remaining balance of the Contract Price or, if a GMP has not been established, the remaining balance of the most recent estimated Contract Price.

9.2.2 If Owner terminates this Agreement after commencement of construction, Design-Builder shall be paid Twenty percent (20%) of the remaining balance of the Contract Price or, if a GMP has not been established, the remaining balance of the most recent estimated Contract Price. Additionally, the Design-Builder shall be reimbursed for all direct costs of materials and/or services rendered.

9.3 If Owner terminates this Agreement pursuant to Section 9.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 5.3 hereof. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 5.

[The following Article 10 should only be used if Owner and Design-Builder agree to establish their respective representatives at the time the Agreement is executed rather than during the performance of the Project.]

Article 10

Representatives of the Parties

10.1 Owner's Representatives.

10.1.1 Owner designates the individual listed below as its Senior Representative ("Owner Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

Joshua Baird, PE – Engineering Director
Town of Clayton
111 E. Second Street
Clayton, NC 27528
(919) 553-5002

10.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract:

Jonathan K. Jacobs, PE – Assistant Engineering Director
Town of Clayton
111 E. Second Street
Clayton, NC 27528
(919) 359-1297

10.2 Design-Builder's Representatives.

10.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:
George Ellis – Division Manager, Vice President
Crowder Construction Company

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6425 Brookshire Boulevard
Charlotte, NC 28216
10.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract:
George Ellis – Division Manager, Vice President
Crowder Construction Company
6425 Brookshire Boulevard
Charlotte, NC 28216

Article 11

Bonds and Insurance

11.1 Insurance. Design-Builder and Owner shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto and in accordance with Article 5 of the General Conditions of Contract.

11.2 Bonds and Other Performance Security. Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security:

Performance Bond.
(Check one box only. If no box is checked, then no bond is required.)

☒ Required ☐ Not Required

Payment Bond.
(Check one box only. If no box is checked, then no bond is required.)

☒ Required ☐ Not Required

Other Performance Security.

☐ Required ☒ Not Required

Article 12

Other Provisions

12.1 Other provisions, if any, are as follows:

12.2 Listing of Exhibits and documents incorporated herein:

Exhibit A – Owner's Project Criteria, Original RFQ (with Addendum 1 and 2)
Exhibit B – Scope of Services (Phase 1)
DBIA Document No. 535, Standard Form of General Conditions of Contract Between Owner and Design-Builder (2010 Edition) ("General Conditions of Contract")
Contract Price Amendment, if any.

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Article 13

Limitation of Liability

13.1 Limitation. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Design-Builder, its Design Consultants, and Subcontractors, surety (if any) and their respective officers, directors, employees, and agents, and any of them, to Owner and anyone claiming by, through or under Owner, for any and all claims, losses, liabilities, costs, or damages whatsoever arising out of, resulting from, or in any way related to, the Project or this Agreement from any cause, including but not limited to the negligence, indemnity, professional errors or omissions, strict liability, breach of contract, or warranty (express or implied) shall not exceed **Five** percent (**5.0**%) of the Contract Price. The parties agree that specific consideration has been given by the Design-Builder for this limitation and that it is deemed adequate.

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:	**DESIGN-BUILDER:**
Town of Clayton *(Name of Owner)*	Crowder Construction Company *(Name of Design-Builder)*
_____ *(Signature)*	_____ *(Signature)*
_____ *(Printed Name)*	_____ *(Printed Name)*
_____ *(Title)*	_____ *(Title)*
Date: _____	Date: _____

Caution: An original DBIA document has this caution printed in blue. This is a printable copy and an original assures that changes will not be obscured as may occur when documents are reproduced.

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Design-Build Institute of America
1331 Pennsylvania Ave. NW, 4th Floor
Washington, DC 20004

(202) 682-0110
dbia@dbia.org

Ordinance #2022-09-01

Town of Clayton
Amendment to the Capital Project Budget Ordinance

BE IT HEREBY ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON that the following amendments shall be made to the Greenway System Capital Projects Budget Ordinance:

Fund: 614 – Greenway System Projects

Line Item		Previous Appropriation	Adjustment	Revised Appropriation
Revenues				
614-49 85	Due from Capital Projects Fund	-	+2,000,000	$2,000,000
Expenditures				
614-58 01	Construction	$1,250,000	+1,950,000	$3,200,000
614-58 24	Design	$250,000	+50,000	$300,000

Explanation: Amendment to the capital project budget ordinance for the transfer of funds from the 2021 GO Bonds Parks Projects Capital Project Budget Ordinance to cover the cost to complete the installation of three greenway bridges utilized for recreational purposes that require replacement in the interest of public safety. This amendment is required for compliance with G.S. 159-13.2.

Duly adopted this ____ day of _____, 2022 while in regular session.

_____
Jody L. McLeod
Mayor

Attest:

_____
Heidi L. Holland, CMC, NCCMC
Town Clerk

Ordinance #2022-09-02

Town of Clayton
Amendment to the Capital Project Budget Ordinance

BE IT HEREBY ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON that the following amendments shall be made to the 2021 GO Bonds Parks Projects Capital Projects Budget Ordinance:

Fund: 616 – 2021 GO Bonds Projects

Line Item		Previous Appropriation	Adjustment	Revised Appropriation
Expenditures				
616-58 21	Site Improvements	$14,200,000	-2,000,000	$12,200,000
616-59 23	Transfer to Capital Project Fund	$0	+2,000,000	$2,000,000

Explanation: Amendment to the capital project budget ordinance to transfer funds to the Greenway Systems Projects Capital Project Budget Ordinance to cover the cost to complete the installation of three greenway bridges utilized for recreational purposes that require replacement in the interest of public safety. This amendment is required for compliance with G.S. 159-13.2.

Duly adopted this ____ day of _____, 2022 while in regular session.

_____
Jody L. McLeod
Mayor

Attest:

_____
Heidi L. Holland, CMC, NCCMC
Town Clerk

Resolution #2022-69

RESOLUTION OF AUTHORIZING TOWN MANAGER TO EXECUTE GARUNTEED MAXIMUM PRCE CONTRACT AMENDMENT WITH CROWDER CONSTRUCTION

WHEREAS, the Town of Clayton, North Carolina entered into a Design-Build contract with Crowder Construction on February 1, 2022; and

WHEREAS, Crowder Construction has completed 60% design and provided staff with a Guaranteed Maximum Price (GMP); and

WHEREAS, staff have evaluated the proposal and recommend execution of the GMP amendment; and

WHEREAS, it is further recommended that town manager or designee be authorized to execute the contract amendment; and

NOW, THEREFORE, BE IT RESOLVED the Town Manager or designee is hereby authorized to execute on behalf of the Town of Clayton the attached amendment with Crowder Construction.

Duly adopted this the 6th day of September, 2022 while in regular session.

_____
Jody McLeod
Mayor

ATTEST:

_____
Heidi Holland, CMC, NCCMC
Town Clerk

Town Council Agenda Cover Sheet

Meeting Date
September 6, 2022

Agenda Location
New Business

Item Title
Reimbursement Resolutions

Presenter:
Robert McKie, Finance Director

Summary/Description
The Finance Director will present two reimbursement resolutions, which will enable the Town to reimburse expenditures with the proceeds from a debt issuance. This resolution will facilitate management of the Town's capital improvement program.

Requested Action
Approval

Funding Source (If Applicable):
Click or tap here to enter text.

Cost: Click or tap here to enter text. **Yes** ☐ **No** ☐

Additional Documents to be Included in Agenda Packet
Water and Sewer Infrastructure Reimbursement Resolution
Electric System Infrastructure Reimbursement Resolution

Meeting Timeline
Click or tap here to enter text.

TOWN COUNCIL
OF THE TOWN OF CLAYTON. NORTH CAROLINA

RESOLUTION #2022-66

Excerpt of Minutes of Meeting on
September 6, 2022

Present: Mayor _____ presiding, and

Councilmembers :_____

Absent: _____

* * * * * * * * * * *

The following resolution was discussed and its title was read:

RESOLUTION OF OFFICIAL INTENT TO PURSUE TAX EXEMPT FINANCING AND TO REIMBURSE EXPENDITURES WITH PROCEEDS OF A BORROWING

WHEREAS, the Town Council of the Town of Clayton, North Carolina (the "Town") intends to provide a portion of the financing of the acquisition, construction, renovation and equipping of certain capital improvements to its water and sewer system and water and sewer system infrastructure, such as the improvements described in its "Capital Improvement Plan – Water & Sewer Fund" approved on June 21, 2022 (the "Project");

WHEREAS, the Town may advance its own funds to pay expenditures related to the Project, may borrow funds on a short term taxable or tax exempt basis in order to pay such expenditures or may enter into contracts obligating third parties to make certain expenditures relating to the Project (the "Expenditures") prior to incurring indebtedness and to receive reimbursement for such Expenditures from proceeds of tax-exempt bonds or taxable debt, or both;

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CLAYTON, NORTH CAROLINA:

1. The Town intends to utilize the proceeds of tax-exempt indebtedness, including but not limited to revenue bonds or notes (the "Indebtedness") or to incur other debt, to pay the costs of the Project in an amount not currently expected to exceed $70,000,000.

2. The Town intends that the proceeds of the Indebtedness be used to reimburse the Town for Expenditures with respect to the Project made on or after the date that is no more than 60 days prior to the date of this resolution. The Town reasonably expects on the date hereof that it will reimburse the Expenditures with the proceeds of the Indebtedness or other debt.

3. The Town intends that the adoption of this resolution confirms the "official intent" within the meaning of Treasury Regulations Section 1.150-2 promulgated under the Internal Revenue Code of 1986, as amended.

4. This resolution shall take effect immediately upon its passage.

Councilmember _____ moved the passage of the foregoing resolution, Councilmember _____ seconded the motion, and the resolution was passed by the following vote:

Ayes: _____

Nays: _____

Not Voting: _____

* * * * * * * * * * *

Duly adopted this the 6h day of September 2022, while in regular session.

_____
Jody L. McLeod
Mayor

ATTEST:

_____
Heidi L. Holland, CMC, NCCMC
Deputy Town Clerk

* * * * * * *

I, Sherry L. Scoggins, Interim Town Clerk for the Town of Clayton, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and complete copy of so much of the proceedings of the Town Council for the Town at a regular meeting duly called and held on September 6, 2022, and that the proceedings of such meeting are recorded in the Minutes of Town Council. Pursuant to G.S. § 143-318.12, a current copy of a schedule of regular meetings of the Town Council of the Town is on file in my office.

WITNESS my hand and the official seal of the Town this _____ day of September 2022.

_____
Sherry L. Scoggins, MMC
Interim Town Clerk

(SEAL)

TOWN COUNCIL
OF THE TOWN OF CLAYTON. NORTH CAROLINA

RESOLUTION #2022-67

Excerpt of Minutes
of Meeting on
September 6, 2022

Present: Mayor _____ presiding, and

Councilmembers :_____

Absent: _____

* * * * * * * * * * *

The following resolution was discussed and its title was read:

RESOLUTION OF OFFICIAL INTENT TO PURSUE TAX EXEMPT FINANCING AND TO REIMBURSE EXPENDITURES WITH PROCEEDS OF A BORROWING

WHEREAS, the Town Council of the Town of Clayton, North Carolina (the "Town") intends to provide a portion of the financing of the acquisition, construction, renovation and equipping of certain capital improvements to its electric system and electric system infrastructure, such as the improvements described in its "Capital Improvement Plan – Electric Fund" which was approved on June 21, 2022 (the "Project");

WHEREAS, the Town may advance its own funds to pay expenditures related to the Project, may borrow funds on a short term taxable or tax exempt basis in order to pay such expenditures or may enter into contracts obligating third parties to make certain expenditures relating to the Project (the "Expenditures") prior to incurring indebtedness and to receive reimbursement for such Expenditures from proceeds of tax-exempt bonds or taxable debt, or both;

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CLAYTON, NORTH CAROLINA:

1. The Town intends to utilize the proceeds of tax-exempt indebtedness, including but not limited to revenue bonds or notes (the "Indebtedness") or to incur other debt, to pay the costs of the Project in an amount not currently expected to exceed $4,100,000.

2. The Town intends that the proceeds of the Indebtedness be used to reimburse the Town for Expenditures with respect to the Project made on or after the date that is no more than 60 days prior to the date

of this resolution. The Town reasonably expects on the date hereof that it will reimburse the Expenditures with the proceeds of the Indebtedness or other debt.

3. The Town intends that the adoption of this resolution confirms the "official intent" within the meaning of Treasury Regulations Section 1.150-2 promulgated under the Internal Revenue Code of 1986, as amended.

4. This resolution shall take effect immediately upon its passage.

Councilmember _____ moved the passage of the foregoing resolution, Councilmember _____ seconded the motion, and the resolution was passed by the following vote:

Ayes: _____

Nays: _____

Not Voting: _____

* * * * * * * * * * *

Duly adopted this the 6h day of September 2022, while in regular session.

_____
Jody L. McLeod
Mayor

ATTEST:

_____
Heidi L. Holland, CMC, NCCMC
Deputy Town Clerk

* * * * * * *

I, Sherry L. Scoggins, Interim Town Clerk for the Town of Clayton, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and complete copy of so much of the proceedings of the Town Council for the Town at a regular meeting duly called and held on September 6, 2022, and that the proceedings of such meeting are recorded in the Minutes of Town Council. Pursuant to G.S. § 143-318.12, a current copy of a schedule of regular meetings of the Town Council of the Town is on file in my office.

WITNESS my hand and the official seal of the Town this _____ day of September 2022.

_____
Sherry L. Scoggins, MMC
Interim Town Clerk

(SEAL)