



Town of Clayton
Regular Town Council Meeting Agenda
Monday, October 17, 2022 at 6:00 PM
Council Chambers, Town Hall
111 E Second Street

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

1. CALL TO ORDER

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

2. ADJUSTMENT OF THE AGENDA

- a. 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

- October 3, 2022 Work Session
- October 3, 2022 Regular Session
- October 3, 2022 Closed Session

Presenter: Heidi Holland, Town Clerk

[October 3, 2022 DRAFT WORK SESSION Minutes](#)

[October 3, 2022 DRAFT REGULAR SESSION Minutes](#)

- b. Accept Public Utilities into the Town of Clayton Public Utility System for Maintenance – Carolina Overlook, Phase 1A-E, I, J

Presenter: Jonathan K. Jacobs, PE, CFM – Assistant Engineering Director

[Cover](#)

[Resolution #2022-77](#)

- c. Accept Public Utilities into the Town of Clayton Public Utility System for Maintenance – Creekside Commons, Phase 6

Presenter: Jonathan K. Jacobs, PE, CFM – Assistant Engineering Director

[Cover](#)

[Resolution #2022-78](#)

- d. Accept Public Utilities into the Town of Clayton Public Utility System for Maintenance – Durham Street Townhomes

Presenter: Jonathan K. Jacobs, PE, CFM – Assistant Engineering Director

[Cover](#)

[Resolution #2022-79](#)

- e. Accept Public Streets into the Town of Clayton Street System for Maintenance – Riverwood Athletic Club Phases 3B – 3E-2

Presenter: Jonathan K. Jacobs, PE, CFM – Assistant Engineering Director

[Cover](#)

[Resolution #2022-80](#)

- f. Accept Public Streets into the Town of Clayton Street System for Maintenance – Riverwood Athletic Club Phases 6A-4

Presenter: Jonathan K. Jacobs, PE, CFM – Assistant Engineering Director

[Cover](#)

[Resolution #2022-81](#)

- g. Accept Public Utilities into the Town of Clayton Public Utility System for Maintenance – Villages at Parkview, Phases 1-16

Presenter: Jonathan K. Jacobs, PE, CFM – Assistant Engineering Director

[Cover](#)

[Resolution #2022-82](#)

- h. Accept Public Utilities into the Town of Clayton Public Utility System for Maintenance – Walk at East Village, Phase 3A, 3B, and 3C

Presenter: Jonathan K. Jacobs, PE, CFM – Assistant Engineering Director

[Cover](#)

[Resolution #2022-83](#)

POTENTIAL ACTION:

Approve or Amend Consent Agenda as Presented

4. ADMINISTRATIVE ITEMS

- a. Board of Adjustment Appointment

Presenter: Heidi Holland, Town Clerk

[Cover](#)

[Application](#)

POTENTIAL ACTION:

Approval of Appointment

5. INTRODUCTIONS AND SPECIAL PRESENTATIONS

- a. Employee Introductions

- Fred Evans, Floor Custodian

Presenter: Presenter: Greg Nelson, Facilities Maintenance Supervisor

- b. Governors Proclamation in Recognition of Minority Enterprise Development Month

Presenter: Shaun Mizell, Procurement Contracts and MWBE Manager

[Cover](#)

[Minority Enterprise Development Month Proclamation](#)

6. PUBLIC HEARINGS

7. OLD BUSINESS

- a. Notice of Intent to Award Sam's Branch

Presenter: Louis Duffie, Asst. Program Manager

[Cover](#)

8. NEW BUSINESS

- a. Water Resources USDA Loan Payoff Budget Amendment
Presenter: Robert McKie, Finance Director
[Cover](#)
[Water & Sewer Fund Budget Amendment USDA Loan Payoff Ordinance #2022-10-02](#)
- POTENTIAL ACTION:** Adoption of Ordinance #2022-10-02
- b. Capital Arts Grant – The Johnston County Tourism Authority Grant 2022-2023
Presenter: Shaun Mizell, Procurement Manager & Martha Vandergriff, Conference Center Coordinator
[Cover](#)
[2022 JC Tourism Authority Grant documentation - Town of Clayton v2](#)
- POTENTIAL ACTION:** Approve the Acceptance of the Grant and Give Authority to the Town Manager to Execute the Acceptance Letter
- c. North Carolina Arts Council – Lead Scholarship Grant 2022-2023
Presenter: Shaun Mizell, Procurement Manager & Martha Vandergriff, Conference Center Coordinator
[Cover](#)
[2022 LEAD Grant Final Doc for Council - Cult Arts](#)
- POTENTIAL ACTION:** Approve the Acceptance of the Grant and Give Authority to the Town Manager to Execute the Acceptance Letter
- d. Spark the Art Grant – North Carolina Arts Council Grant 2022-2023
Presenter: Shaun Mizell, Procurement Manager & Martha Vandergriff, Conference Center Coordinator
[Cover](#)
[2022 Spark the Arts Grant Final Documentation](#)
- POTENTIAL ACTION:** Approve the Acceptance of the Grant and Give Authority to the Town Manager to Execute the Acceptance Letter
- e. School Bond Resolution of Support
Presenter: Council Member Casey
[School Bond Support - Resolution #2022-84](#)
- POTENTIAL ACTION:** Adoption of Resolution #2022-84

9. STAFF REPORTS

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

Dump Truck Art Partnership with Schools
Presenter: Rusty Clawson, Street Maintenance Superintendent

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 Legal Matter in accordance with NC GS 143.318-11 (a) (3).

12. ADJOURNMENT

- a. **POTENTIAL ACTION:** Motion to Adjourn



Town of Clayton
Town Council Work Session Minutes
Monday, October 3, 2022 at 3:00 PM
Rotary Room

Council Present:

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

Council Absent:

None

Staff Present:

Rich Cappola, Town Manager
Heidi Holland, Town Clerk
Jim Cauley, Town Attorney – CauleyPridgen
Dolores Gill, Deputy Town Manager
Lee Barbee, Fire Chief
Robert McKie, Finance Director
Jonathan Jacobs, Assistant Town Engineer
Joshua Baird, Engineering Director
Patrick Pierce, Economic Development Director
Ben Howell, Planning Director
Chad Meadows, CodeWright Planners

1 CALL TO ORDER

- a) Mayor McLeod called the meeting to order at 3:10 p.m.

2 APPROVAL OF THE AGENDA

3 ITEMS FOR DISCUSSION

- a) Consultant to Discuss Progress of the Unified Development Code (1.5 Hours)
Presenter: Ben Howell, Planning Director

Chad Meadows was presented and stated we are on schedule. This is the last phase of this process. There was a second public forum on September 29, 2022, had a meeting with the development community, all had good insight. Fourteen people attended and several elected officials. He stated this was a great positive experience.

Presentation Overview:

1. Project Goals and Status
2. Purpose for Annotated Outline
3. Document Basics
4. Chapter-by-Chapter Review
5. Next Steps

Project Goals:

1. Make the Code more user-friendly and predictable
2. Implement the 2045 Comprehensive Growth Plan
3. Raise the bar for development quality & design

4. Accommodate a wider range of housing options
5. Encourage employment-generating uses
6. Foster downtown development/redevelopment
7. Protect community character and property values

Shared was Project Status:

- Project Kickoff on 4.14.22
- Stakeholder Interviews Complete on 5.23.22
- UDC Committee Meeting 1 –Project Introduction on 5.23.22
- UDC Committee Meeting 2 –Diagnosis on 6.27.22
- UDC Committee Meeting 2A -Diagnosis on 7.20.22
- UDC Committee Meeting 3 –Annotated Outline on 9.12.22
- UDC Committee Meeting 3A –Annotated Outline on 9.26.22

Document Basics:

- Ch. 1 Administration
- Ch. 2 Applications
- Ch. 3 Districts
- Ch. 4 Land Uses
- Ch. 5 Nonconformities
- Ch. 6 Standards
- Ch. 7 Violations
- Ch. 8 Word Usage
- Ch. 9 Appendices

Shared were the next steps:

1. Review Annotated Outline
2. Forward Questions/Comments (if you like)
3. UDC Committee Review Meeting 9.26.22 (6p?)
4. Public Forum 2 9.29.22 (this is a great time to come by for detailed discussion)
5. Review of Annotated Outline with Town Council 10.3.22

Mr. Meadows asked how Council feels about possibly about asking Board of Adjustment to approve SUP instead of Council? Mr. Meadows feels this is the right body to approve SUPs. Council Member Archer asked what other towns are doing, Mr. Meadows stated he has seen it either way, whichever is comfortable. Council Member Casey stated he is more in favor of this now, but would like Council input in this decision. Council Member Sims asked how many SUP's came in last year, Ben Howell stated probably in the range of 8-10 and currently have another 6-8 this year making their way through the process, all with the exception of 3 are Townhomes. Mr. Howell stated the Findings of Fact would probably change and would be more similar to what other jurisdictions use.

Council Member Archer feels the members on the Board of Adjustment that we currently have would do a good job at vetting different uses. There was discussion on the different types of uses that are listed and how often those would come through. Mr. Meadows stated when this gets adopted, if several rezoning's come through, they

will be able to be adopted with one motion.

Council Member Casey asked about the time frame, Mr. Meadows stated he would like to have the document adopted no later than November of next year. He stated there needs to be a series of meetings to discuss and go through the changes. Mr. Howell will start talking to Council again next spring after a lot of the draft is completed.

Council Member Casey discussed the historic overlay district. Mr. Meadows stated it came up at a public forum about historical overlay. Mr. Howell discussed the changes on the different districts and overlays.

b) Main Street Striping and Crosswalks (20 Minutes)

Presenter: Joshua Baird, Engineering Director

Jonathan Jacobs stated NCDOT recent repaved from Hwy 70 to West Stallings. One of the things discussed with DOT was an implementation of a left lane intersection of O'Neil and Main Street, which was put in overnight w/out staff being unaware. There is discussion of installing a left turn lane at the intersection of Lombard and E. Main at Horne square. This would result in a loss of about 14 parking spaces to complete this.

Patrick Pierce stated he has talked to citizens in that area and they don't see an issue as of right now. He stated taking away the parking is not worth the left turn. Downtown business owners stated maybe this could be an improvement that could be completed at a later time. At this point, they don't think the cost is worth the benefit. Mayor McLeod stated he agrees. Mr. Jacobs stated there is no immediate safety issue. Mayor Pro Tem Thompson stated once you make that lane, with people turning left, it may back the traffic up with people trying to turn left. Council Member Casey stated he agrees, parking is a premium in that area. Mr. Jacobs stated the suggestion from NCDOT is for the Town to take over Main Street, he stated they are still evaluating what that looks like. Mayor Pro Tem Thompson stated to ask NCDOT for data before deciding to take this over. Mayor McLeod stated the corners of Fayetteville and O'Neil Street need to be repainted, people are parking in these spots again. Consensus of Council is not to move forward with installing this left lane.

c) Advisory Board Appointment Discussion (5 Minutes)

- Board of Adjustment

Presenter: Heidi Holland, Town Clerk

Ms. Holland stated there was a vacancy on the Board of Adjustment. Two applications were received and interviews were scheduled for both applicants. This morning, one applicant declined the interview leaving only one applicant to be interviewed. Ruth Anderson was interviewed and chosen for recommendation of appointment. This will be brought back to Council at their October 17, 2022 meeting for approval of recommendation.

d) Quarter 1 Goals Updates (5 Minutes)

Presenter: Rich Cappola, Town Manager

Mr. Cappola provided a highlight of goals reached in this timeframe. Quarterly goals by department, department should be able to see the wins.

Mr. Cappola stated staff was tasked with a goal of getting processes identified and reviewed. Ms. Gill stated discussed the process of staff uploading quarterly goals into SharePoint.

Secondly, staff is to create a consistent temple for SOP's and SOG's, and the third part is to develop a SharePoint site to house all these that others could see and visit. She stated staff has met with Data Analyst Josh Grubb to create a SharePoint site. All departments were asked to create a Goal tab. Goal 1 is to create one SOP. Goal 2 is to develop and utilize a SharePoint site. Ms. Gill shared the SOP template and discussed the different sections of this template. She stated every dept. now has a SharePoint site. She stated the Town has created a total of 61 SOPs.

She shared the data that Josh Grubb has created, this is a compellation of all departments and their goals reached. Shared was permit information, a budget table and consumption charges for utilities.

4 ADJOURNMENT

a) Adjournment

There was a motion made to adjourn at 5:14 p.m.

Motion to Adjourn

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

Duly adopted this the 17th day of October, 2022, while in regular session.

ATTEST:

Jody L. McLeod
Mayor

Heidi L. Holland, CMC, NCCMC
Town Clerk



Town of Clayton
Regular Town Council Meeting Minutes
Monday, October 3, 2022 at 6:00 PM
111 E Second Street, Council Chambers

Council Present:

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

Council Absent:

None

Staff Present:

Rich Cappola, Town Manager
Jim Cauley, Town Attorney – CauleyPridgen
Dolores Gill, Deputy Town Manager
Lee Barbee, Fire Chief
Heidi Holland, Town Clerk
Robert McKie, Finance Director
Greg Tart, Police Chief
Joshua Baird, Engineering Director
Nathanael Shelton, Communication Director
Ben Howell, Planning Director
Patrick Pierce, Economic Development Director
Joy Garretson, Library Director

1. CALL TO ORDER

- a. Call to Order

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

- b. Pledge of Allegiance

Mayor McLeod led the Pledge of Allegiance.

- c. Invocation

Mayor McLeod provided the Invocation.

2. ADJUSTMENT OF THE AGENDA

- a. Adjustment of the Agenda

Mr. Cappola adjusted the agenda as follows:

Add Under Administrative Items

4a. Kerosene Spill

Presenter: Rich Cappola, Town Manager

Add Under Staff Reports

9d. Hurricane Ian Response Update
Presenter: Amy Shearin, Emergency Management Coordinator

Under Closed Session:

11a. The title indicates Economic Development, is actually a Legal Matter. The statute reference is correct and does indicate a legal matter.

Approve or Amend the Agenda

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

3. CONSENT AGENDA

- a. Minutes
 - September 19, 2022 Regular Session

Presenter: Heidi Holland, Town Clerk
- b. Approval of Transfer of Mountains-to-Sea Greenway Easement from Wake County to Town of Clayton
Presenters: Scott Barnard, Parks and Recreation Director and Patrick Pierce, Economic Development Director

Presenter: Scott Barnard, Parks and Recreation Director and Patrick Pierce, Economic Development Director
- c. Approval of the 2023 Holiday Schedule
Presenter: Heidi Holland, Town Clerk
- d. Approval of the 2023 Council Meeting Schedule
Presenter: Heidi Holland, Town Clerk
- e. Approval of Disposition of Records Resolution
Presenter: Heidi Holland, Town Clerk
- f. Resolution 2022-65 Authorizing the Town Manager to Execute a Reimbursement Agreement with O'Neil Overlook, LLC for a Utility Infrastructure Improvements and Associated Pavement Repairs
Presenter: Jonathan K. Jacobs, PE, Assistant Town Engineer

Approve or Amend Consent Agenda as Presented

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

4. ADMINISTRATIVE ITEMS

a. Kerosene Spill

Presenter: Rich Cappola, Town Manager

Mr. Cappola stated there was a kerosene release over the weekend. Clayton Fire Department investigated this Friday night as part of Hurricane Ian response, but was not able to locate anything due to the remnants of the storm. Saturday morning, they were able to identify a kerosene release occurring at the TR Lee Oil Company on Main Street. The company immediately initiated cleanup efforts and the required reporting. They brought in a company called Hepaco to perform the cleanup. The incident was reported to all appropriate local, State and federal agencies.

Out of an abundance of caution and speaking with the Dept. of Health and Human Services, a recommendation for recreational water advisory for the section of Little Creek between Main Street and US 70 Business beyond Lombard was issued. This is not a drinking water source which is why it is a recreational advisory only. Until the water is tested and declared safe, it was recommended to avoid swimming and skin contact.

This is an ongoing cleanup and could take a couple days. As of today, the section of Main Street from TR Lee down to Mitchell Street had been flushed and an environmentally friendly agent had been added to try to mitigate the odor. He stated tomorrow morning there would be another flushing down to behind the McDonald's on Amelia Church. A portion of Amelia Church Road would have to be shut down after the morning commute. Once the cleanup is completed, the Town would coordinate with Johnston County Emergency Management, they would fly a drone to make sure everything had been cleaned up. Any costs associated with this would be paid by the permit holder which is TR Lee. The release may be storm related and may be reimbursable to them in the future. The Town is tracking all expenditures to make sure costs will be recouped. Once it is clear, the recreational ban would be lifted.

5. INTRODUCTIONS AND SPECIAL PRESENTATIONS

a. Employee Introductions:

Presenter: Justin Pulley, Grounds Superintendent

- Justin Gause, Property Maintenance

Mr. Pulley was unavailable tonight, Dolores Gill introduced Justin Gause from the Grounds Department. Mr. Gause joined the Town two months ago with 12 years experience from RDU Airport. Ms. Gill stated they couldn't be happier to have him as part of staff. Mr. Gause thanked the Town for this opportunity. Mayor McLeod welcomed him.

b. Harbor Shelter Domestic Violence Awareness Month Proclamation

- Mayor McLeod to Read and Present the Proclamation

Presenter: Kay Johnson, Executive Director of Harbor Shelter

Kay Johnson, Executive Director of Harbor Shelter was present tonight as well as Ruth Anderson, Chair of Board of Directors. She provided an overview of Domestic Violence Awareness Month. She thanked Council for bringing awareness to domestic

violence by adopting this Proclamation. Mayor McLeod read the Proclamation into the record and presented this to Ms. Johnson and Ms. Anderson.

c. National Community Planning Month Proclamation

Presenter: Mayor McLeod to Read and Present the Proclamation

Mayor McLeod read the Proclamation into the record. Ben Howell, Planning Director, Planning board members and Board of Adjustment board members were present to receive this Proclamation presented by Mayor McLeod.

d. Clayton Award Presentation - Sculpture Trail

Presenter: Bynum Walter, AICP APA-NC Awards Co-Chair

Ms. Walter was present to discuss this award. She stated she is pleased to recognize the Clayton Sculpture Trail with an Honorable Mention Award for a great place for public art, she stated this is one of 15 awards recognized. She stated this is a great project and the scale of this exhibit is remarkable. The Awards Committee noted the annual change out of the sculptures and observed the community engagement with this sculpture. Ms. Walter presented this award to Mayor McLeod and Sara Perricone, Public Art Advisory Board chair. Mayor McLeod thanked Ms. Walter for the acknowledgement.

6. PUBLIC HEARINGS

7. OLD BUSINESS

a. Upset Bid for the R. Steven Biggs Regional Wastewater Pretreatment Facility

Presenter: Patrick Pierce, Economic Development Director

Attorney Cauley asked Town Clerk to verify no other bids have been received. Ms. Holland stated as of 5:00 p.m. today, no other bids have been received.

Mr. Pierce stated the piece of land under consideration is just over 22 acres that has been annexed into town limits. There is 8 acres of excess real property in the front of the facility and an ECIA pump station in the rear of the property. This is in close proximity to both of the Novo Nordisk facilities.

This facility opened on October 11, 2019 as part of Novo Nordisk's \$2 billion API announcement. This was originally constructed as a regional facility to serve multiple different users. Currently, it is owned by the Town of Clayton and operated by a third party but is only utilized by a single user, Novo Nordisk. The Town did go through a system valuation in August 2022. The facility was valued at \$32 million, the excess real property was valued between \$1.25 million and \$2.25 million. This is consistent with the Town's financial statements. This was originally built as a regional facility for multiple existing users in the RTZ. The scope of Novo Nordisk's operations in Clayton have changed since the facility's inception 5+ years ago.

Mr. Pierce discussed the upset bid process (160A-269). He stated the Town received an offer from Novo on September 16, 2022 for \$34.25 million dollars. Town Council authorized an advertising offer on September 19, 2022. The Town Clerk published the advertisement in the News & Observer on September 22, 2022

Other Offer Details

- Company will work with Town to grant necessary easements for ECIA pump station
- Deal will close on or before Dec 31, 2022
- Company will pay all fees and associated costs for the purchase of the Facility
- Grant funding agencies have concurred in the sale

Staff recommends approval.

- All proceeds, except reimbursement of general fund for land costs, will be used for the Sam's Branch Wastewater Reclamation Facility, closing the funding gap
- Town will incur less debt, helping to contain future borrow costs and rate increases
- Appropriate for a single-user facility to be owned and operated by the user
- Important infrastructure for Novo Nordisk's continued operation and growth in Clayton.

Next Steps (if approved)

- Staff will work with Company to transfer facility and property, with necessary easements, by end of calendar year
- Company's first priority is to make necessary upgrades and expand the wastewater pretreatment facility

Accept Offer from Novo Nordisk, to include Adoption of Resolution #2022-76

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

8. NEW BUSINESS

a. Budget Amendment: Nonrecurring State Aid to Libraries

Presenter: Joy Garretson, Library Director & Robert McKie, Finance Director

Ms. Garretson stated she is here to ask acceptance for the library to accept a budget amendment for non-occurring State Aid from the State Library. She stated earlier this spring the State Library contacted the library to let them know they had received extra funds from the State and would be dispersing to libraries. In July, early August, the State Library contacted the library to let them know they would be giving lump sums in the form of non-recurring state aid. The amount to be given to Hocutt is \$47,277. These funds have slightly different rules than normal, some of this money could be spent on furniture, carpeting, a few different things.

Ms. Garretson said they have not decided yet how the money would be spent but would do their best to be wise with it. She stated those funds would not have to be encumbered until December 31, 2024 and they would not have to be spent until December 31, 2026. Mr. McKie stated the funds were received September 29, 2022.

This budget amendment is to appropriate the revenue

Mayor Pro Tem Thompson stated the State recognizes a good library, he stated he is shocked with this amount and is happy they have faith this money will be put to good use.

Approve, Deny or Amend Ordinance #2022-10-01

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

9. STAFF REPORTS

- a. Town Attorney
- b. Town Manager

Mr. Cappola stated yesterday was National Custodian Appreciation Day, he stated we have a great team and want to recognize them. Also, a reminder that it is Public Power Week, the Town does have several appreciation events planned for all the staff associated with delivering electric to our customers.

October 4, 2022 2:00 p.m. is officially the bid opening for Wastewater Reclamation Facility project. He stated a report would be brought back on this once the received bids have been opened and verified.

- c. Town Clerk
- d. Other Staff

Stormwater Program Audit Update
Presenter: Joshua Baird, Engineering Director

LAPP Projects
Presenter: Patrick Pierce, Economic Development Director & Joshua Baird, Engineering Director

Hurricane Ian Response Update
Presenter: Amy Shearin, Emergency Management Coordinator

Stormwater Program Audit Update
Presenter: Joshua Baird, Engineering Director

Mr. Baird stated several months back the program was going under an MS4 (Municipal Separate Storm Sewer System) audit through the National Pollutant Discharge Elimination System. The program went under an audit in March of 2022 and in September the reports were received. The audit coincides with the permit cycle which are five-year cycles, our permit is up for renewal in January and the audit falls on the heels of that and then feedback is received of any deficiencies and then goes into the renewal of the new permit.

In March 2022 the auditors from DEQ went over 3 of the minimum measures. The measures focused on were the illicit discharge detection and elimination, construction stormwater and pollution prevention and good housekeeping and as an overall they looked also at the program implementation in terms of how the Town is record keeping and what documents are on file. As part of the pollution prevention and good housekeeping, DEQ did request to visit the operations center to see it is managed. Mr. Baird stated the final report was received on September 30, 2022, a copy was emailed to all of Council today. A notice of deficiency was received, it is one of the three outcomes that could come from it. The State will issue either a notice of compliance, a notice of deficiency or notice of violation. He discussed a few key things mentioned in the report.

He stated the notice of deficiency does call out several items that the Town does have to respond to in writing within 30 days to state it was received and it is being worked on. Also required is a self-evaluation of public education and outreach, public involvement and participation and post-construction site runoff controls. The third thing required is to develop a stormwater management plan. He stated a draft is already completed and has been sent to the State for comments. Also are supposed to submit an application for the next permit cycle, this has been submitted.

LAPP Projects

Presenter: Patrick Pierce, Economic Development Director & Joshua Baird, Engineering Director

Mr. Pierce stated every year before submitting LAPP projects just want to inform council of what staff is submitting. Mr. Pierce stated every year before submitting LAPP projects just want to inform council of what staff is submitting. The Federal Fiscal Year 2024, there are two projects up for consideration

- Robertson & W Main Streets Sidewalk Connector
- Shotwell Rd/US HWY 70 BUS Intersection Improvements

Details were shared for the Robertson & W. Main Sidewalk Connector project:

- Robertson St - Cross Clayton Pedestrian Connector to W Main
- W Main St – Robertson St to Atkinson St
- Sidewalk on both sides of each street (where feasible)
- Applying for Design and Right-of-Way
- \$1,000,000 grant requested
- Requires a \$250,000 Town match FY 23-24 budget (20% match)

Details were shared for the Shotwell Rd/US HWY 70 BUS Intersection Improvements

- Originally a NCDOT project, permanently delayed due to funding
- Applying for Construction Only
- Second left turn lane:
 - NB Shotwell to BUS 70
 - EB BUS 70 to Shotwell Rd
- Second NB lane on Shotwell from BUS 70
- \$4.6 million grant requested
- All matching fund provided by NCDOT

Mr. Baird stated two quick items, on the Robertson & Main Street project, in looking to submit for the preliminary engineering and design as well as the right-of-way, if we do go for that and receive funding, there is a commitment that the Town does look to construct within 10 years of the project. He stated this project could be upwards of \$3-\$3.5 million and there would be a minimum 20% match. He stated what makes Shotwell and US 70 a great project is DOT has acquired the needed easements.

Council Member Archer stated these are both great projects. Mayor McLeod shared his concerns on the back up on Hwy 70 by Bojangles, he asked if there is any way to help with that, should the turning lane going into Bojangles be extended 20 feet or so? Mr. Baird stated he would go back to the designers and look into that.

Hurricane Ian Response Update

Presenter: Amy Shearin, Emergency Management Coordinator

Ms. Shearin stated the Fire Department responded to 35 weather related calls and the Police Department responded to numerous calls. She stated at the height of the storm, 4100 customers were without power but all had power restored by 10:00 p.m. Friday night. The Water Department was on site Friday and Saturday morning repairing a water main break at Moore and Atkinson Street, the crew from the Sewer Department we're checking pump stations all evening, the Streets Department spent numerous hours before the storm clearing storm drains and cleaning debris from the roadway after the storm and Property Maintenance dealt with leaks.

She thanked Heather Probst and Penny Adams for taking calls from residents well into the evening, she stated it was a great team effort. She thanked the other departments involved in this situation. Mayor McLeod thanked everyone for all the excellent service provided to our citizens. He stated our rates may be a little higher, but our service is remarkable. Mayor Pro Tem stated with all the different departments involved, this was an all hands-on deck. He stated he appreciated everyone.

10. OTHER BUSINESS

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

Council Member Sims stated he wants to thank Amy Shearin and her team for the employee breakfast, her team prepared everything, he stated the response was amazing from the employees.

11. CLOSED SESSION

- a. Closed Session to Discuss Legal Matter in accordance with NC GS 143.318-11 (a) (3).

Move to Go into Closed Session at 7:10 p.m.

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

Move to Return to Open Session at 7:54 p.m.

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

12. ADJOURNMENT

- a. Adjourn

Motion to Adjourn at 7:54 p.m.

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

Duly adopted by the Town Council this 17th of October, 2022 while in regular session.

Jody L. McLeod
Mayor

ATTEST:

Heidi L. Holland, CMC, NCCMC
Town Clerk

October 3, 2022
Minutes



Town Council Agenda Cover Sheet

Meeting Date

October 17, 2022

Agenda Location

Consent Agenda

Item Title

Resolution 2022-77 to Accept Public Utilities into the Town of Clayton Public Utility System for Maintenance – Carolina Overlook, Phase 1A-E, I, J

Presenter:

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

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. Engineering staff recommends acceptance of the subject public utility infrastructure and entering the one-year warranty period.

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 TO ACCEPT PUBLIC UTILITIES INTO THE TOWN OF CLAYTON PUBLIC UTILITY SYSTEM
FOR MAINTENANCE – CAROLINA OVERLOOK PHASE 1 A-E, I, J**

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

WHEREAS, Town of Clayton Engineering staff has inspected the public utility segments listed below on October 3, 2022 and recommends acceptance by Town Council for maintenance by the Town; and

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

WHEREAS, the public utility segments listed below will be placed under a warranty period for one-year to monitor for construction deficiencies, such warranty period expiring on October 3, 2023; and

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

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

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

SUBDIVISION	LOCATION DESCRIPTION	UTILITY TYPE AND SIZE	LENGTH
Carolina Overlook	Broad Hollow Way	8" Waterline	1401.24
Carolina Overlook	Broad Hollow Way	8" Sanitary Sewer	1412.02
Carolina Overlook	Whirlaway St	8" Waterline	2336.00
Carolina Overlook	Whirlaway St	8" Sanitary Sewer	1626.00
Carolina Overlook	Jockey Club Lane	8" Waterline	465.24
Carolina Overlook	Jockey Club Lane	8" Sanitary Sewer	531.08
Carolina Overlook	Gallant Fox Lane	8" Waterline	416.75
Total:			7723.06LF

Duly adopted this the 17th day of October 2022.

Jody L. McLeod
Mayor

ATTEST:

Heidi L. Holland, CMC, NCCMC
Town Clerk



Town Council Agenda Cover Sheet

Meeting Date

October 17, 2022

Agenda Location

Consent Agenda

Item Title

Resolution 2022-78 to Accept Public Utilities into the Town of Clayton Public Utility System for Maintenance – Creekside Commons, Phase 6

Presenter:

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

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 has expired 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 TO ACCEPT PUBLIC UTILITIES INTO THE TOWN OF CLAYTON PUBLIC UTILITY SYSTEM
FOR MAINTENANCE – CREEKSIDE COMMONS, PHASE 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 monitored and inspected for any construction deficiencies, and

WHEREAS, Town of Clayton Engineering staff has inspected the public utility segments listed below on October 3, 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
Commons Creekside Phase 6	Matrix Ct.	6" Waterline	439.50
Creekside Commons Phase 6	Matrix Ct.	8" Sanitary Sewer	253.76
		Total:	693.26 LF

Duly adopted this the 17th day of October 2022.

Jody L. McLeod
Mayor

ATTEST:

Heidi L. Holland, CMC, NCCMC
Town Clerk



Town Council Agenda Cover Sheet

Meeting Date

October 17, 2022

Agenda Location

Consent Agenda

Item Title

Resolution 2022-79 to Accept Public Utilities into the Town of Clayton Public Utility System for Maintenance – Durham Street Townhomes

Presenter:

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

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. Engineering staff recommends acceptance of the subject public utility infrastructure and entering the one-year warranty period.

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 TO ACCEPT PUBLIC UTILITIES INTO THE TOWN OF CLAYTON PUBLIC UTILITY SYSTEM
FOR MAINTENANCE – DURHAM STREET TOWNHOMES**

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

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

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

WHEREAS, the public utility segments listed below will be placed under a warranty period for one-year to monitor for construction deficiencies, such warranty period expiring on September 1, 2023; and

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

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

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

SUBDIVISION	LOCATION DESCRIPTION	UTILITY TYPE AND SIZE	LENGTH
Durham Street Townhomes	Durham Street	6" Waterline	550.00
Durham Street Townhomes	Durham Street	8" Sanitary Sewer	425.00
Durham Street Townhomes	Sewer Outfall	24" Sanitary Sewer	149.00
			1,124.00 LF

Duly adopted this the 17th day of October 2022.

Jody L. McLeod
Mayor

ATTEST:

Heidi L. Holland, CMC, NCCMC
Town Clerk



Town Council Agenda Cover Sheet

Meeting Date

October 17, 2022

Agenda Location

Consent Agenda

Item Title

Resolution 2022-80 to Accept Public Streets into the Town of Clayton Street System for Maintenance – Riverwood Athletic Club Phases 3B – 3E-2

Presenter:

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

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 which were placed under a five-warranty period, which has subsequently expired. 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 TO ACCEPT STREETS INTO THE TOWN OF CLAYTON STREET SYSTEM FOR
MAINTENANCE – RIVERWOOD ATHLETIC CLUB, PHASES 3B – 3E-2**

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

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

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

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

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

SUBDIVISION	STREET NAME	BEGINNING DESCRIPTION	END DESCRIPTION	LENGTH
RWAC, Phase3B	Sarazen Drive	Phase Line Tract B3	Phase Line 3C	0.18
RWAC, Phase 3C	Mattingly Lane	Sarazen Drive	Phase Line 3D	0.03
RWAC, Phase 3C	Sarazen Drive	Phase Line 3B	Phase Line 3E-1	0.24
RWAC, Phase 3C	Nelson Lane	Sarazen Drive	Phase Line 3E-2	0.01
RWAC, Phase 3C	Spalding Lane	Sarazen Drive	Phase Line 3E-1	0.02
RWAC, Phase 3D	Boswell Lane	Sarazen Drive	Phase Line 3E-2	0.18
RWAC, Phase 3E-1	Sarazen Drive	Phase Line 3C	Phase Line 3E-2	0.20
RWAC, Phase 3E-1	Wright Lane	Sarazen Drive	Sarazen Drive	0.09
RWAC, Phase 3E-1	Spalding Lane	Phase Line 3C	Sarazen Drive	0.11
RWAC, Phase 3E-2	Nelson Lane	Phase Line 3C	Phase Line 3F	0.16
RWAC, Phase 3E-2	Sarazen Drive	Phase Line 3E-1	Boswell Lane	0.09
RWAC, Phase 3E-2	Boswell Lane	Phase Line 3-D	Phase Line 3-F	0.07
TOTAL				1.56 MI

Duly adopted this the 17th day of October 2022.

Jody L. McLeod
Mayor

ATTEST:

Heidi L. Holland, CMC, NCCMC
Town Clerk



Town Council Agenda Cover Sheet

Meeting Date

October 17, 2022

Agenda Location

Consent Agenda

Item Title

Resolution 2022-81 to Accept Public Streets into the Town of Clayton Street System for Maintenance – Riverwood Athletic Club Phases 6A-4

Presenter:

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

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 which were placed under a five-warranty period, which has subsequently expired. 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 TO ACCEPT STREETS INTO THE TOWN OF CLAYTON STREET SYSTEM FOR
MAINTENANCE – RIVERWOOD ATHLETIC CLUB, PHASE 6A-4**

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

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

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

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

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

SUBDIVISION	STREET NAME	BEGINNING DESCRIPTION	END DESCRIPTION	LENGTH
RWAC, Phase 6A-4	Elway Drive	Phase Line 6A-3	End of Elway Drive	0.13
RWAC, Phase 6A-4	Singletary Court	Elway Drive	End of Singletary Court	0.04
TOTAL				0.17mi

Duly adopted this the 17th Day of October 2022

Jody L. McLeod
Mayor

ATTEST:

Heidi L. Holland, CMC, NCCMC
Town Clerk



Town Council Agenda Cover Sheet

Meeting Date

October 17, 2022

Agenda Location

Consent Agenda

Item Title

Resolution 2022-82 to Accept Public Utilities into the Town of Clayton Public Utility System for Maintenance – Villages at Parkview, Phases 1-16

Presenter:

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

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 has expired 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 TO ACCEPT PUBLIC UTILITIES INTO THE TOWN OF CLAYTON PUBLIC UTILITY SYSTEM
FOR MAINTENANCE – VILLAGES AT PARKVIEW, PHASES 1-16**

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 subsequently expired and

WHEREAS, Town of Clayton Engineering staff has inspected the public utility segments listed below 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
Villages at Parkview Phases 1-16	Zion Place	6" Waterline	400.00
Villages at Parkview Phases 1-16	Zion Place	8" Sanitary Sewer	208.00
Villages at Parkview Phases 1-16	Prospect Drive	6" Waterline	940.00
Villages at Parkview Phases 1-16	Prospect Drive	8" Sanitary Sewer	960.00
Villages at Parkview Phases 1-16	Outlook Place	6" Waterline	633.00
Villages at Parkview Phases 1-16	Outlook Place	8" Sanitary Sewer	630.00
Villages at Parkview Phases 1-16	Encanto Way	6" Waterline	70.00
Villages at Parkview Phases 1-16	City Road	10" Waterline	862.00
Villages at Parkview Phases 1-16	Off-Site	8" Sanitary Sewer	400.00
Total Length			5103.00LF

Duly adopted this the 17th day of October 2022.

Jody L. McLeod
Mayor

ATTEST:

Heidi L. Holland, CMC, NCCMC
Town Clerk



Town Council Agenda Cover Sheet

Meeting Date

October 17, 2022

Agenda Location

Consent Agenda

Item Title

Resolution 2022-83 to Accept Public Utilities into the Town of Clayton Public Utility System for Maintenance – Walk at East Village, Phase 3A, 3B, and 3C

Presenter:

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

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. Engineering staff recommends acceptance of the subject public utility infrastructure and entering the one-year warranty period.

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 TO ACCEPT PUBLIC UTILITIES INTO THE TOWN OF CLAYTON PUBLIC UTILITY SYSTEM
FOR MAINTENANCE – WALK AT EAST VILLAGE PHASE 3A, 3B, 3C**

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

WHEREAS, Town of Clayton Engineering staff has inspected the public utility segments listed below on September 19, 2022 and recommends acceptance by Town Council for maintenance by the Town; and

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

WHEREAS, the public utility segments listed below will be placed under a warranty period for one-year to monitor for construction deficiencies, such warranty period expiring on September 19, 2023; and

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

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

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

SUBDIVISION	LOCATION DESCRIPTION	UTILITY TYPE AND SIZE	LENGTH
Walk at East Village 3A, 3B & 3C	Village Walk Dr.	6" Waterline	1241.00
Walk at East Village 3A, 3B & 3C	Village Walk Dr.	8" Sanitary Sewer	497.81
Walk at East Village 3A, 3B & 3C	Swain St	6" Waterline	838.40
Walk at East Village 3A, 3B & 3C 2	Swain St.	8" Sanitary Sewer	767.91
Walk at East Village 3A, 3B & 3C	Yancy Ln.	6" Waterline	257.30
Walk at East Village 3A, 3B & 3C	Watauga Way	6" Waterline	70.10
Walk at East Village 3A, 3B & 3C	Watauga Way	8" Sanitary Sewer	79.06
Total:			3751.58LF

Duly adopted this the 17th day of October 2022.

Jody L. McLeod
Mayor

ATTEST:

Heidi L. Holland, CMC, NCCMC
Town Clerk



Town Council Agenda Cover Sheet

Meeting Date

October 17, 2022

Agenda Location

Administrative

Item Title

Board of Adjustment Appointment

Presenter:

Heidi Holland, Town Clerk

Summary/Description

The Board of Adjustment had one in-town vacancy with an unexpired term of December 31, 2023. Applications were received and interviews were scheduled and conducted. The interview panel included council liaison, staff member to the board and board chair.

Based on interviews, the following recommendations are presented for council consideration as appointment to this board:

BOA 1 (In-Town) – Ruth Anderson – Term Exp. 12/31/2023

Requested Action

Approval

Funding Source (If Applicable):

N/A

Cost: N/A Yes ☐ No ☒

Additional Documents to be Included in Agenda Packet

Cover

Application

Meeting Timeline



Town of Clayton ADVISORY BOARD CANDIDATE APPLICATION

BA-22-48

Received Date: August 16, 2022

Application Type: Board of Adjustment

Name:

Ruth Anderson

☐ Male

☒ Female

Phone Number:

919-631-2118

Email:

ruthanderson@rneshield.com

Address:

331 S Fayetteville St, 331 S. Fayetteville St, NC, 27520

Residency within the Town limits or ETJ (extra territorial jurisdiction) is required for membership on most Council advisory boards.

Length of residency:

40 years

Do you live in Clayton Corporate Limits?

yes

Do you live in ETJ?

no

How did you find about this board?

Friend

Employment Status:

Employed

Employer:

Self Employed

Please list any experience, education and/or work experience you have relevant to the board you are applying for:

Vice President of Turnbery Development Company, Willowbrook Construction Company, these were under the same ownership umbrella.

Outline your qualifications and why you wish to serve on the board you indicated:

I worked in the decision making process on the development and construction process in this position for 13 years. I was the lead person in getting the first PUD designation in Johnston County. We developed and built out a subdivision, built individual spec and custom homes in Wake and Johnston County. We also were involved in light commercial building.

I was the first and I think only female Chairman of the Board of the Johnston County Homebuilders for two years.

Do you anticipate a conflict of interest if asked to serve as a member of the requested board?

no

Please list any current or previous service to the community, civic organizations, activities and any special talents:

Chairman of the Board and Board member of the Chamber of Commerce
Chairman of the Board of Harbor
Program Chair for Clayton Rotary
Volunteer for many Chamber and Town functions, from Harvest Festival to Town Square events.
Flags for Heroes
Christmas Parade

Printed Name:
Ruth Anderson



Town Council Agenda Cover Sheet

Meeting Date

October 17, 2022

Agenda Location

Introductions & Special Presentations

Item Title

Governors Proclamation in Recognition of Minority Enterprise Development Month

Presenter:

Shaun Mizell Procurement Contracts and MWBE Manager

Summary/Description

Governor Roy Cooper proclaimed October 2022 as Minority Enterprise Development Month. To acknowledge the outstanding achievements of North Carolina Minority Businesses, Corporations, and financial institutions.

Requested Action

Informational Only

Funding Source (If Applicable):

N/A

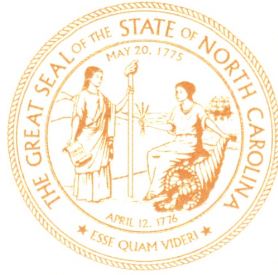
Cost: N/A Yes ☐ No ☒

Additional Documents to be Included in Agenda Packet

Governor Cooper Minority Enterprise and Development Month

Meeting Timeline

Click or tap here to enter text.



State of North Carolina

ROY COOPER
GOVERNOR

MINORITY ENTERPRISE DEVELOPMENT MONTH

2022

BY THE GOVERNOR OF THE STATE OF NORTH CAROLINA

A PROCLAMATION

WHEREAS, diverse entrepreneurship encourages progress toward innovative solutions for economic growth and stability, and supports the promise of thriving communities that embrace inclusion and a better life for all families; and

WHEREAS, the state of North Carolina recognizes minority-owned businesses as key drivers of economic success at the national, state, and local level; according to the United States Census Bureau, there are more than 183,000 minority-owned businesses in North Carolina which realize more than \$16.1 billion in sales each year; and

WHEREAS, to support post-pandemic recovery efforts, the North Carolina Minority Business Development Agency (MBDA) increased the number of federal, state, and local contracts awarded to minority businesses, closing the 2021-2022 fiscal year with over \$21 million in contracts awarded and over 450 jobs sustained and/or created; and

WHEREAS, the North Carolina Department of Administration's Office for Historically Underutilized Businesses (HUB) distributed more than \$37 million to minority-owned businesses through the RETOOLNC small business grant program, administered in partnership with the North Carolina Department of Transportation (NCDOT), North Carolina Institute of Minority Economic Development and the Carolina Small Business Development Fund to aid the state's HUB and Disadvantaged Business Enterprise (DBE) firms post-pandemic; and

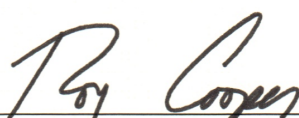
WHEREAS, due to statewide support, spending with HUB firms for building construction, goods, and services in the past fiscal year is the highest in 10 years; goods and services spending with HUB firms was over \$648 million, an increase of over \$400 million from Fiscal Year 12-13; building construction spending with HUB firms was over \$213 million, an increase of over \$143 million from Fiscal Year 12-13, and there has been an increase in 3,100 new HUB certifications since June 2017; in addition, there are more than 2,300 DBEs certified in North Carolina; and

WHEREAS, NCDOT's Office of Civil Rights has also been critical in advancing efforts to increase small, minority and women owned businesses through outreach, development, match making, and mentorship programs; the Office has utilized innovative strategies and federal grants for the On the Job Training program to develop and grow the workforce for transportation businesses across the state; and

WHEREAS, the State of North Carolina recognizes and celebrates the achievements of minority-owned businesses, and encourages participation in programs that honor the contributions of minority-owned businesses and impact the expansion of access to economic opportunity statewide;

NOW, THEREFORE, I, ROY COOPER, Governor of the State of North Carolina, do hereby proclaim October, 2022, as "**MINORITY ENTERPRISE DEVELOPMENT MONTH**" in North Carolina, and commend its observance to all citizens.





Roy Cooper
Governor

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of North Carolina at the Capitol in Raleigh this twenty-ninth day of September in the year of our Lord two thousand and twenty-two and of the Independence of the United States of America the two hundred and forty-seventh.



Town Council Agenda Cover Sheet

Meeting Date

October 17, 2022

Agenda Location

Old Business

Item Title

Notice of Intent to Award Sam's Branch WRF Construction Contract

Presenter:

H. Louis Duffie

Summary/Description

The Town of Clayton received three (3) bids on October 11, 2022 and there is an apparent low bidder, Thalle Construction. The Town's Engineer, Gannett Fleming, has certified that all the necessary documents are in order and recommend awarding the contract to Thalle Construction. It should be noted that a formal Authority to Award is contingent on approval from North Carolina Department of Environmental Quality.

Requested Action

Approval

Funding Source (If Applicable):

CWSRF, ARPA, Bond Sale

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

Additional Documents to be Included in Agenda Packet

Engineer's Recommendation to Award
Thalle Construction's Bid

Meeting Timeline

Click or tap here to enter text.



Town Council Agenda Cover Sheet

Meeting Date

October 17, 2022

Agenda Location

New Business

Item Title

Budget Amendment – USDA Loan

Presenter:

Robert McKie, Finance Director

Summary/Description

Amendment to payoff the USDA debt for the Clayton to Raleigh Force Main with a portion of the proceeds from the sale of the R. Steven Biggs Regional Wastewater Pretreatment Facility to facilitate the issuance of revenue bonds for the Sam's Branch Water Reclamation Facility. The USDA debt covenants require the Town to submit a request for parity consent to the national office, which has an extended approval timeline that does not align with the upcoming sale of revenue bonds. 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

USDA Debt Service Budget Amendment

Meeting Timeline

Click or tap here to enter text.

**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 amendments shall be made to the FY 22-23 Budget:

Fund: Water and Sewer Fund

<u>Line Item</u>	<u>Previous Appropriation</u>	<u>Adjustment</u>	<u>Revised Appropriation</u>
Revenue			
300-56-00-48 72	Misc. - Sale of Real Property -	+5,892,237	\$5,892,237
Expenditures			
300-56-90-57 050	Debt Service – USDA Clayton/Raleigh \$229,603	+5,892,237	\$6,121,840

Explanation:

Amendment to payoff the USDA debt for the Clayton to Raleigh Force Main with a portion of the proceeds from the sale of the R. Steven Biggs Regional Wastewater Pretreatment Facility, which will facilitate the issuance of the revenue bond for the Sam's Branch Water Reclamation Facility due to the timing of obtaining parity consent from the USDA national office. This amendment is required to comply with G.S. 159-15.

Duly adopted this 17th day of October, 2022 while in regular session.

Jody L. Mcleod
Mayor

ATTEST:

APPROVED AS TO FORM:

Heidi L. Holland, CMC, NCCMC
Town Clerk

Town Attorney



Town Council Agenda Cover Sheet

Meeting Date

October 17, 2022

Agenda Location

New Business

Item Title

Acceptance of Capital Arts Grant – The Johnston County Tourism Authority Grant 2022-2023

Presenter:

Shaun Mizell/Martha Vandergriff

Summary/Description

The Clayton Center has been awarded a Capital Grant from the Johnston County Tourism Authority. This grant is awarded for the amount \$16,000.00 to use to paint the main auditorium. The work should be and request for funds should be submitted by June 15, 2023. Staff is requesting Council to approve the acceptance of the Grant and give authority to the Town Manager to execute the acceptance letter.

Requested Action

Approval

Funding Source (If Applicable):

N/A

Cost: N/A Yes ☐ No ☒

Additional Documents to be Included in Agenda Packet

Johnston County Tourism Authority – Capital Grant

Meeting Timeline

Click or tap here to enter text.



October 6, 2022

The Clayton Center
PO Box 879
Clayton, NC 27528

Dear Clayton Center,

The Johnston County Tourism Authority has selected the Town of Clayton to receive a \$16,000 Capital Grant to be used to paint the main auditorium of The Clayton Center.

The grant is a dollar for dollar match up to \$16,000, and the Visitors Bureau will reimburse The Clayton Center with a check when work has been completed on the improvements. The work on the grant should be completed and requests for funds should be submitted by June 15, 2023.

We look forward to our continued partnership with The Clayton Center.

Sincerely,

Donna Bailey-Taylor
President/CEO



June 1, 2022

Steven Langston
The Clayton Center
PO Box 879
Clayton, NC 27528

Dear Stephen,

The Johnston County Tourism Authority has selected the Town of Clayton/Clayton Cultural Arts Foundation to receive a \$16,000 Capital Grant to be used to paint the main auditorium of The Clayton Center. With Scotty Henley's departure, please advise if this project is included in the Town of Clayton's FY 2022-23 budget.

The grant is a dollar for dollar match up to \$16,000, and the Visitors Bureau will reimburse The Clayton Center with a check when work has been completed on the improvements. The work on the grant should be completed and requests for funds should be submitted by June 15, 2023.

We look forward to our continued partnership with The Clayton Center.

Sincerely,

A handwritten signature in black ink, appearing to read "Donna".

Donna Bailey-Taylor
President/CEO

MAYOR
Jody L. McLeod
INTERIM TOWN MANAGER
Richard D. Cappola, Jr.
TOWN ATTORNEY
Cauley Pridgen, P.A.



*Granted
\$16,000
2022-23*

MAYOR PRO TEM
Jason Thompson
COUNCIL MEMBERS
Andria Archer
Porter Casey
Avery Everett
Michael Sims

Johnston County Visitors Bureau
234 Venture Drive
Smithfield, NC 27577
Re: JCVB Grants Fund

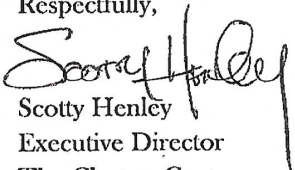
March 18, 2022

Dear Application Committee,

I'm excited to see the reinstatement of the JCVB Grants program and equally excited to submit my application for a paint makeover of The Clayton Center auditorium.

This project is documented in the town's Capitol Improvement Plan for Fiscal Year 2023. The provided figure for a complete painting of the walls, ceiling, proscenium arch, stage façade and apron totals at \$33,250. Please see proposal included with the application packet.

I hope this request meets the specifications for approval and I look forward to hearing from the committee soon.

Respectfully,

Scotty Henley
Executive Director
The Clayton Center



Revised February 9, 2022

CAPITAL GRANTS PROGRAM GUIDELINES

Description of the Program

In 2022, the Johnston County Visitors Bureau will provide Capital Grant funds in three categories to foster community growth through tourism development projects. These funds have been established to stimulate economic growth by supporting non-profit visitor attractions of Johnston County in developing new visitor attractions or enhancing and restoring existing structures. Primary consideration will be given to those projects that have the greatest potential for positive economic impact for tourism. Highest priority will be given to those projects which promote travel from outside Johnston County which may generate overnight stays in our area accommodations. Funds will be granted for projects such as new bricks and mortar construction, existing building repair and improvements, cultural and historical acquisitions, and conservation of artifacts.

Categories for grants have been established and organizations may apply in only one category in an annual grant cycle.

Bricks and Mortar
Museum Artifact and Conservation
Municipalities without Hotel Taxes

Definitions for each grant category established for funding are as follows:

Bricks and Mortar

Grant funds for traditional bricks and mortar include construction for new projects or needed repairs or improvements to existing visitor-related structures. Funds may not be used to purchase land for future projects or to pay off loans for projects. Brick and Mortar grants require a dollar-for-dollar match with a cap of \$50,000 per organization, over a five-year period.

Museum Artifact and Conservation Care

Grants may be awarded to museums in Johnston County for the purpose of preserving and protecting the valuable artifacts through conservation practices, staffing, supplies, and in rare instances acquisition of artifacts of significance to the museum. No match is required for this grant which is capped at \$10,000 annually.

Municipalities without Hotel Tax

The Johnston County Visitors Bureau recognizes that municipalities with hotels and city-based room taxes benefit more from marketing and investment from these hotel's revenues and JCVB programs. And the Bureau realizes that smaller municipalities may not have matching funds for tourism and recreation projects, therefore, a \$5,000 non-matching grant is available to the towns of Archer Lodge, Micro, Pine Level, Princeton, and Wilson's Mills for tourism related or community enhancement

projects such as parks and recreation improvements, walking and biking trails, signage to tourism attractions nearby, and tourism-related projects of merit to the town.

Purpose - Capital Funding

Projects performed under this program must be for travel and tourism related development **only** and may not contain or include elements not vital to the destination's development. Projects not adhering to this provision will not be considered. All projects approved for funding must be designated by the Johnston County Tourism Authority as a visitor attraction or community development project that may attract and serve visitors to Johnston County.

Eligibility - Requirement of Non-profit status

Any legally chartered non-profit Johnston County organization representing a visitor attraction or tourism related community development project, which includes tourism promotion among its major activities, is eligible to apply for a grant under this program. Documentation of legal status, tax exemption, federal identification number, budget, and organizational purpose is required with each application. The organization applying for funds must show that they own the property, and it is not leased by the organization.

Matching Grant Amount for Bricks and Mortar Grants

The Johnston County Visitors Bureau matching grant formula will be one grant dollar for each dollar spent by the organization, up to \$50,000 per project. Due to the number of grant applications received each year, expect that the full amount of your organization's grant may not be awarded. Typical grant awards average between \$5,000 and \$10,000. Grant awards are capped at \$50,000 per organization, and once this amount has been distributed to an organization, they must sit out of the grant application process until the JCTA opens up a new round of grants. Multiple non-profits **may not** apply for the same project, and multiple departments of a town and town owned facilities, all fall under the town's \$50,000 cap. The Johnston County Visitors Bureau will annually budget the dollars to be awarded for capital projects based on projected funds available.

Funding in Consecutive Years

Organizations may apply for grants every year that capital funds are available until they reach the \$50,000 cap. Recipients will be awarded one grant at a time, therefore, giving all eligible organizations equal opportunity for consideration. Should your grant project take more than one fiscal year to complete, it will be classified as "continued", and funding will be carried-over for one additional year. Organizations so designated will have to give an update to the JCTA Special Projects Committee on the continued project each grant cycle, with status for completion, budget, and funding totals. Grants that are encumbered for more than 24 months will be released and the organization may reapply when the project gets back on track for completion. Grants for museum conservation and municipalities without hotels are annually recurring with no cap as long as budgeted by the Tourism Authority.

Pledge of Support

Should your organization be in the fund-raising stage for any tourism-related capital project, and not ready to start construction in the year of the grant application, it is possible to request a resolution of support from the Johnston County Tourism Authority to assist in securing funding and/or grants. Grant applicants must show proof with written documentation that 50% of the project funding has been secured by the time this application is submitted to the JCVB.

Deadline for the Receipt of Applications

Applications must be received no later than **April 1, 2022** Capital grants must have the written approval or a formal resolution of the governing board, relevant municipal government, and/or chamber of commerce endorsement and list of other contributions to the project. Before an organization can apply for a grant or capital donation, they must have a projected budget outline prepared and a business plan for securing funding.

Notification of the Grant Awards

Applicants will receive written notice as to the status of their request for matching funds by **June 30, 2022**. No information regarding grant status will be given over the phone. The Johnston County Tourism Authority reserves the right to refuse any application.

JCTA Participation

The Visitors Bureau must aptly be recognized for the grant or donation at the project site on donor boards or room naming opportunities, ground breakings, and in media articles. JCTA Board Members will be invited to events related to the project via the bureau staff.

Reporting the withdrawal of a project

The grantee must notify the Johnston County Visitors Bureau in writing no later than **January 1, 2023** for any grant project that has been changed in scope, delayed, or canceled. Failure to report the withdrawal of an approved project will affect the grantee's application for matching funds in a future year. Forfeited funds for allocated projects for any given fiscal year may be distributed to other projects as approved by the Tourism Authority.

Disbursement of Funds

Once the project is completed, the grantee will be required to submit invoices and copies of checks to the JCVB staff for reimbursement. Grants funds **will not** be disbursed in advance of the project for any reason.

Tourism Related Asset

The organization must keep the tourism related asset open to the public a minimum of five years after grant funds are awarded, or partial return of grant funds may be requested by the Johnston County Tourism Authority.

Examples of expenses that will not be granted or reimbursed:

- Event or festival operational costs
- Routine administrative costs
- Routine postage and shipping charges
- Telephone and communication charges
- Lodging/travel/entertainment costs
- Office supplies
- Salaries for full-time, part-time or temporary employees
- Any publications or items for sale
- Office Equipment purchasing or leasing
- In-kind services by suppliers, vendors or consultants
- Familiarization tour expenses
- Advertising or marketing expenses
- Housing Projects
- Political projects

Sporting Events
Funding to individuals
Public Art Projects
For-profit organizations
Streetscape or Lighting improvements or expenditures
Non-tourism related Wayfaring Signage
Church construction
Public or Private School Projects
Municipal services or utility improvements
Projects on leased lands or buildings
Water/sewer improvements
Sidewalks or appearance improvement projects
Road Construction

Mission Statement



**JCVB CAPITAL GRANTS FUND
APPLICATION**

NAME OF ORGANIZATION Town of Clayton/Clayton Cultural Arts Foundation

ADDRESS PO Box 879 Clayton, NC 27528 Physical: 111 East 2nd St. Clayton, NC 27520

PHONE 919-553-3152

FAX 919-553-8919

EMAIL shenley@townofclaytonnc.org

WEB ADDRESS www.theclaytoncenter.com

CONTACT PERSON Scotty Henley

TAX EXEMPT FEDERAL ID # Foundation: 56-2175042 town:56-6001203

LEGAL NON PROFIT STATUS VERIFICATION 501 (c) 3

ORGANIZATIONS MISSION STATEMENT:

The Clayton Cultural Arts Foundation serves as a catalyst for providing cultural opportunities and artistic resources for the community and as an economic engine of entertainment vitality in Clayton, N.C. It is the goal of the CCAF to make visual and live performance arts accessible to the entire population.

REQUESTED AMOUNT IN THE FOLLOWING CATEGORY:

BRICKS AND MORTAR _____

MUSEUM CONSERVATION CARE _____

JOHNSTON COUNTY ECONOMIC _____ **DEVELOPMENT**

MUNICIPALITIES WITHOUT \$16,000
HOTEL TAX

PROPOSED BUDGET FOR PROJECT ENCLOSED: ☒ YES ☐ NO

ORGANIZATION BUDGETS FOR PAST TWO YEARS ENCLOSED: ☒ YES ☐ NO

MOST RECENT TAX AUDIT LETTER OR COPY OF IRS 990 FORM ENCLOSED: ☒ YES ☐ NO

EXPLANATION OF PROJECT AND WHAT GRANT FUNDS WILL BE USED FOR: (25-50 words)

A freshening up of the auditorium's walls, ceiling, and Proscenium opening with new paint.

PROJECT DESCRIPTION: Attach up to five typed 8.5 x 11 pages using 12-point type including the answers to the following:

- (1) Complete project summary and how grant funds will be utilized
- (2) Organization Mission and Vision Statements
- (3) Demonstrate the need for this project in the community
- (4) Determine the economic impact on tourism for the county/community

SUPPORT LETTERS FROM LOCAL MUNICIPALITY OR CHAMBER ENCLOSED: ☐ YES ☒ NO

ARCHITECTURAL PLANS FOR PROPOSED PROJECT ENCLOSED: ☐ YES ☒ NO

PERCENT OF PROJECT DEDICATED TO TOURISM: _____65_____

OUTLINE OF PROJECT STEPS AND/OR TIMELINE ENCLOSED: ☒ YES ☐ NO

ORGANIZATIONAL BOARD MEMBERS ENCLOSED: ☒ YES ☐ NO

HAVE 50% OF PROJECT FUNDS BEEN SECURED: ☒ YES ☐ NO

PROJECTED COMPLETION DATE: _____Approximately by June 15, 2023

DISBURSEMENT OF FUNDS: At the completion of the project, requests for grant funds should be submitted to the Visitors Bureau via a cover letter with summary of expenses, invoices, and copies of checks enclosed.

ADDITIONAL COMMENTS OR SUPPORTING DOCUMENTS MAY BE ATTACHED WITH THE APPLICATION AS DEEMED NECESSARY BY THE APPLICANT.

Scoring Sheet for JCVB Capital Grant Applications is directly related to the grant guidelines and will be used to assist the grant committee. Applicant to complete using best estimates available.

Qualification	Response/potential points	Points Allotted
---------------	---------------------------	-----------------

Applicant Project is 100% utilized for tourism.	☐ Yes, 10 points ☒ No, at least 50%, 5 points ☐ No, less than 50%, no points	
Number of visitors to the county per year is greater than 1,000 and less than 4,999.	☒ Yes, 5 points ☐ No, 0 points	
Number of visitors to the county per year is greater than 5,000.	☒ Yes, 10 points ☐ No, 0 points	
Open to the public minimum of five days a week.	☒ Yes, 5 points ☐ No, 0 points	
Estimated number of annual room nights generated by the visitor attraction: (circle one)	☒ Greater than 100, 5 points ☐ Greater than 250, 10 points ☐ Greater than 500, 15 points	
First time applicant	☐ Yes, 5 points ☒ No, 0 points	
Grant application completed per grant instructions	☒ Yes, 5 points ☐ No, 0 points	
	Scoring Totals	35

Signature of applicant: I, _____ have completed the application to the best of my ability and that numbers provided are accurate as of the date submitted _____.

PLEASE TYPE IN 12 POINT TYPE OR PRINT CLEARLY. SUBMIT FIVE COMPLETED SETS OF YOUR APPLICATION FOR THE REVIEW COMMITTEE WITH ONLY ONE SET OF DRAWINGS IF APPLICABLE. RETURN GRANT APPLICATIONS TO THE JOHNSTON COUNTY VISITORS BUREAU, 234 Venture Drive, Smithfield, NC 27577 postmarked by July 15, 2017. Incomplete applications will be returned for consideration in the next grant cycle. The Johnston County Tourism Authority reserves the right to refuse any application.

Description

The Clayton Center's first presentation was in December of 2002. 20 years later, only minor touch ups do to repairs or the covering scuff marks has paint been applied to this auditorium. The scope of work is to paint the entire venue; ceiling, walls, proscenium opening and stage façade/apron.

Section 2

Clayton Cultural Arts Foundation Mission Statement

The Clayton Cultural Arts Foundation serves as a catalyst for providing cultural opportunities and artistic resources for the community and as an economic engine of entertainment vitality in Clayton, N.C. It is the goal of the CCAF to make visual and live performance arts accessible to the entire population.

Section 3

The Clayton Center is a central landmark for the town of Clayton. Up until the pandemic, over 100,000 individuals would attend performances, celebrate milestones, educate, and or meet to learn about a particular event/activity coming forward in Clayton.

Section 4

In the Fiscal 19 budget year, The Clayton Center reported a 66% out of town user/visitor rate (those not living in Clayton or the ETJ). We anticipate an additional 15 % increase in FY 2023 based on the expansion projects of Grifols, Novo Nordisk, and housing construction, HOA meetings, community, social and volunteer summits and the reopening of audience attended entertainment.

Using the Americans for the Arts research from 2015, on average a local individual attending an entertainment event will spend approximately \$34.00 not including the price of admission. In looking over past meeting/presentational events held in the Auditorium, the average catering bill, per person, was \$18.00

For live performance events, we seldom have individuals staying over a night. With training sessions occurring over more than one day, our local hoteliers do report an uptick in rooms reserved. The major impact economically, has been in the restaurants, boutiques and local beverage providers. Restaurants report a tremendous increase in patronage during lunch hours when The Clayton Center is hosting training seminars and an even stronger total tabletop turn over count when evening events take place here.

Weddings have a large impact on the local economy in relation to the amount of food, beverages, employment, and rental equipment utilized. FY 18, The Clayton Center hosted 4 weddings and 3 receptions. With the added higher quality video projection on top of the already upgraded features of

Overall, we see considerable prospects with increased outside user rentals in the auditorium based on increased residency, stronger price points, and the need for residence to curl tail driving distances. In turn, additional monies will contribute to local businesses economy and potentially result in increased overnight stays.

**Board Member
as of July 2018**

	Address	City	State	Zip	Phone	Email
Lyn Austin, President	6237 Cornwallis Road	Garner	NC	27529	919-553-4439 919-219-9442	lyntaustin@aol.com
Bobby Parker	2052 Walden Way	Clayton	NC	27527	919-553-3018 919-427-2000	bparker021@nc.rr.com
Mike Marvel	2127 Willow Hill Lane	Clayton	NC	27520	919-553-7505 919-810-3508	pwm Marvel@aol.com
Allen Tew	202 S Lombard St	Clayton	NC	27528	919-553-5459 919-553-6142	allen@atewlawfirm.com
Annette Edgerton	Novo Nordisk 3612 Powhatan Road	Clayton	NC	27527	919-550-2209	aed@novonordisk.com
Boo Carver	85 Christenbury Lane	Clayton	NC	27527	919-215-9518	carvero12@hotmail.com
Scotty Henley	111 E Second Street	Clayton	NC	27520	919-553-3152	shenlev@townofclaytonnc.org



Town Council Agenda Cover Sheet

Meeting Date

October 17, 2022

Agenda Location

New Business

Item Title

Acceptance of North Carolina Arts Council – Lead Scholarship Grant 2022-2023

Presenter:

Shaun Mizell/Martha Vandergriff

Summary/Description

The Clayton Center has been awarded grant funding from the North Carolina Arts Council. The Lead Scholarship Grant is awarded in the amount of \$2,500.00 to provide technical assistance for enhancement of the Clayton Center. The grant is being appropriated with ARPA funds, staff will ensure that the proper UG Guidelines are followed for compliance and reporting for use of ARPA funds. The expenditures have been appropriated in the FY 23 budget. Staff is requesting Council to approve the acceptance of the Grant and give authority to the Town Manager to execute the acceptance letter.

Requested Action

Approval

Funding Source (If Applicable):

N/A

Cost: N/A Yes ☐ No ☒

Additional Documents to be Included in Agenda Packet

North Carolina Arts Council – Spark the Arts Grant

Meeting Timeline

Click or tap here to enter text.



North
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Council
*Fifty years
of leadership*

North Carolina Arts Council - LEAD Scholarship Grant 2022-23

Town of Clayton

Application #LEAD-230011

Primary Contact:

Phone:

Email:

Mrs. Martha R Vandergriff

(919) 553-3152

mvandergriff@townofclaytonnc.org

Applicant Profile

Applicant Type

Organization

Legal Name

Town of Clayton

Address

111 E 2nd St

Clayton, North Carolina 27520-2459

UNITED STATES

Telephone

(919) 553-3152

Fax

(919) 553-8919

Primary Contact

Mrs. Martha R Vandergriff

Family and Educational Programming Coordinator

Phone: (919) 553-3152

Email: mvandergriff@townofclaytonnc.org

Applicant Status

Government - Municipal

Applicant Institution

Performance Facility

Applicant Discipline

Multidisciplinary

FEIN / TAX ID

56-6001203

Date Organization Formed

04/12/1869

Fiscal Year Ends Date

06/30

UEI

ZFG6SS4UQWV6

Web Address

theclaytoncenter.com

Mission Statement

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

Organization History

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



North
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of leadership*

North Carolina Arts Council - LEAD Scholarship Grant 2022-23

Town of Clayton

Application #LEAD-230011

Primary Contact:

Phone:

Email:

Mrs. Martha R Vandergriff

(919) 553-3152

mvandergriff@townofclaytonnc.org

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



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North Carolina Arts Council - LEAD Scholarship Grant 2022-23

Town of Clayton

Application #LEAD-230011

Primary Contact:

Phone:

Email:

Mrs. Martha R Vandergriff

(919) 553-3152

mrvandergriff@townofclaytonnc.org

Before you begin

Before beginning the application, please thoroughly review the LEAD Scholarship grant guidelines and all relevant policies and eligibility criteria.

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

Staff Contact:

- Kathleen Collier, Arts in Education Director & Accessibility Coordinator

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

I have reviewed the guidelines for the LEAD Scholarship grant category.

Yes

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

Yes

I have contacted the relevant staff person at the North Carolina Arts Council to discuss my proposed project.

Yes



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North Carolina Arts Council - LEAD Scholarship Grant 2022-23

Town of Clayton

Application #LEAD-230011

Primary Contact:

Phone:

Email:

Mrs. Martha R Vandergriff

(919) 553-3152

mvandergriff@townofclaytonnc.org

Project contacts

The project contact should be the person from your organization who will be participating in the LEAD Scholarship grant program.

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

(Note: If you have a fiscal agent, fill out their information on the next page; fiscal agents will also be sent contract paperwork for signature.)

Project contact name

Steven Langston

Project contact title

Operations Manager

Briefly describe the primary responsibilities of the project contact within the organization.

Mr. Langston assures the continuity of activities/performances that take place on the Auditorium's stage

Address

PO Box 879

Address (line 2)

111 East 2nd St.

City

Clayton

State

NC

Zip code

27528

Phone number

9193599357

Email address

#LEAD-230011

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North
Carolina
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of leadership*

North Carolina Arts Council - LEAD Scholarship Grant
2022-23

Town of Clayton

Application #LEAD-230011

Primary Contact:

Phone:

Email:

Mrs. Martha R Vandergriff

(919) 553-3152

mvandergriff@townofclaytonnc.org

slangston@townofclaytonnc.org

Unique Entity Identifier (UEI)

ZFG6SSUQWV6

Authorized signator

Authorized signator name

Scotty Henley

Authorized signator title

Executive Director

Phone number

9193599357

Email address

shenley@townofclaytonnc.org

#LEAD-230011

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North
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North Carolina Arts Council - LEAD Scholarship Grant
2022-23

Town of Clayton

Application #LEAD-230011

Primary Contact:

Phone:

Email:

Mrs. Martha R Vandergriff

(919) 553-3152

mvandergriff@townofclaytonnc.org

rg

Fiscal agent information

Fiscal agent organization name

Fiscal agent contact name

Fiscal agent contact title

Address

Address (line 2)

City

State

Zip code

Fiscal agent phone number

Fiscal agent email address

Employee Identification Number (EIN)

Unique Entity Identifier (UEI) number

What date did the fiscal agent organization receive 501(c)(3) tax-exempt status from the IRS?

Upload a copy of the fiscal agent organization's most recent 990 form.

No File Uploaded

Upload a letter of agreement between the fiscal agent and the applicant that states the terms for administering finances for the proposed application.

No File Uploaded

Upload a list of the fiscal agent organization's current board of directors.

No File Uploaded

#LEAD-230011

Page 6 of 12



North
Carolina
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*Fifty years
of leadership*

North Carolina Arts Council - LEAD Scholarship Grant
2022-23

Town of Clayton

Application #LEAD-230011

Primary Contact:

Phone:

Email:

Mrs. Martha R Vandergriff

(919) 553-3152

mvandergriff@townofclaytonnc.org

Organizational information

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

If you are a public school, municipality, or are applying as an individual with a fiscal agent, you are not required to complete this page.

2020-21 (2021) FY actual income

2020-21 (2021) FY actual expenses

2021-22 (2022) FY income

2021-22 (2022) FY expenses

2022-23 (2023) FY income

2022-23 (2023) FY expenses

Budget Deficit

Does your organization have an accumulated deficit totaling 5% or more of your operating budget?

What is the amount of the accumulated deficit?

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

Upload a list of your organization's current board of directors.

No File Uploaded



North
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Council
*Fifty years
of leadership*

North Carolina Arts Council - LEAD Scholarship Grant
2022-23

Town of Clayton

Application #LEAD-230011

Primary Contact:

Phone:

Email:

Mrs. Martha R Vandergriff

(919) 553-3152

mvandergriff@townofclaytonnc.org

Project information and narrative

We recommend that you craft your narrative text responses for grant application questions in a Word document before entering the information into the online system. If you choose to work directly in the application, please remember to click the SAVE button regularly to avoid losing your data.

PDF Files are preferred. For help saving Word and Excel documents as PDFs, click here.

1. Please describe the types of accessibility programs and initiatives your organization currently offer.

The Clayton Center is in the developmental stages of presenting performances with accessibility features that will include our patrons who have not received the proper format to enjoy visiting The Clayton Center.

A couple of months prior to the pandemic and subsequent shuttering of the auditorium, The Clayton Center and Clayton Youth Theatre were to partner in presenting a program developed through the Penguin Project organization. If we had been able to move forward, permanent modifications to our backstage area were to be made for safe entry and exit of the elevated stage for those unable to utilize stairs. The performance would have been performed/paired with those with accessibility needs and those who required no assistance.

Unfortunately, this project was not able to take place as planned and in the timeline of the shutdown CYT chose to take a sabbatical and determine how they could best serve their constituents.

The town as a whole just concluded an ADA transition plan so the timing is perfect for The Clayton Center to carry further the need improvements and programming for this facility.

2. What benefits do you see for your organization by attending the LEAD Conference and participating in a statewide arts accessibility learning cohort?

In context, The Clayton Center seeks the foundation to know what we need to provide for our patrons in all walks of life. This means opening our sightlines beyond the average patron and seeing the want of individuals who cannot enjoy what I take for granted.

With permission to attend the LEAD conference, I'm confident a foundation will be established relating to the how, what, where, and when we can create the environment for stronger accessibility. Learning from those who have deeper experience will cut down the wrong turns, frustrations, and wrongful assessments The Clayton Center could find themselves in.

Having like valued venues and managers to share experiences, tactics, and resources to develop those contacts when The Clayton Center begins developing programming is a major benefit in participating with this conference.

3. How will participation in the LEAD Scholarship Program benefit your own professional development and responsibilities within your organization?

Professionally, this opportunity will broaden my relationship with our community with a strong humanistic value that closes the gap in attempting to serve all. With schools of all formations in our area, and the central location



North
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*Fifty years
of leadership*

North Carolina Arts Council - LEAD Scholarship Grant
2022-23

Town of Clayton

Application #LEAD-230011

Primary Contact:

Phone:

Email:

Mrs. Martha R Vandergriff

(919) 553-3152

mvandergriff@townofclaytonnc.org

of the venue I'm convinced The Clayton Center would be seen as a responsible venue and I as a resource. The psychological benefits in bringing the arts to a population, who has not been recognized equally, has a stronger value than any other measure of my success we have attained here. The extended goal would be as a resource to other venues as they develop accessibility plans while developing the relationships and knowledge base to continue improving our community depth.

4. As the primary participant, do you have any experience in arts accessibility and/or what types of resources do you hope to learn more about by participating in this program?

Primary experience has been via workshops provided through conference I have attended where a facilitator will walk us through situations where a venue could improve the accessibility and usage of the facility.

As I presented with the first question, The Clayton Center wants to be a better community citizen to all who live and visit Clayton regardless of abilities. My hope/desire is this conference will aid in our establishing the proper elements so we can serve all of our citizens regardless of their individual needs and in the process reduce an individuals hesitancy in visiting with us because of possible self-conscious thoughts stepping their way.

5. Can you attend the in-person LEAD Conference in Raleigh scheduled for August 3 - 5, 2022, and participate in the monthly statewide arts accessibility learning cohort meetings?

Yes



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Project budget expenses

	Grant amount	Applicant cash match	Cash expenses
Organizational staff - administrative	2,500 +	0 =	2,500
Organizational staff - artistic	0 +	0 =	0
Organizational staff - technical production	0 +	0 =	0
Artistic contracts	0 +	0 =	0
Other contracts	0 +	0 =	0
Space rental	0 +	0 =	0
Travel	0 +	0 =	0
Marketing	0 +	0 =	0
Subtotals:	\$2,500 +	\$0 =	\$2,500

Remaining project expenses

	Grant amount	Applicant cash match	Cash expenses
	0 +	0 =	0
	0 +	0 =	0
	0 +	0 =	0
	0 +	0 =	0
Subtotals:	\$0 +	\$0 =	\$0
Expense Totals:	\$2,500 +	\$0 =	\$2,500



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Project budget income

[Click here for a budget glossary.](#)

Project Income	Cash Income
Admissions	0
Contracted services revenue	0
Other revenue	0
Corporate support	0
Foundation support	0
Other private support	0
Federal government support	0
State/regional government support (not including this request)	0
Local government support	0
Existing applicant funds	0
North Carolina Arts Council grant amount requested	0
SubTotals:	\$0
Income Totals:	\$0



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2022-23

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Email:

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(919) 553-3152

mrvandergriff@townofclaytonnc.org

Certification page

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

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

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



North Carolina Arts Council
Fifty years of leadership

D. Reid Wilson
Secretary

Roy Cooper
Governor, State of
North Carolina

TO: North Carolina Arts Council Grantees
FROM: Jeff Bell, Executive Director
SUBJECT: Notification of Grant Funding for 2022-23
DATE: August 2022

I'm very pleased to inform you that your organization has been awarded grant funding from the North Carolina Arts Council. After such a difficult couple of years, it is heartening to have positive news from the N.C. General Assembly: our \$1 million increase to the Grassroots Arts Program was made recurring in the final state budget, and \$7.5 million of our state appropriated ARPA funds are available for disbursement this year. These resources will be put to excellent use by organizations and artists throughout the state as we all come out of the pandemic and catch our stride.

The instructions for completing your contract are attached to this email. Additional forms and materials you will need for managing your grant award are located on our website at www.ncarts.org. Please note the following:

- Our veteran grantees will be delighted to know that you no longer have to submit a hard copy of the notarized "No Overdue Tax Form," a scanned copy can now be emailed.
- Americans for the Arts (AFTA) launched the sixth iteration of its Arts and Economic Prosperity study (AEP6) in May. The study's purpose is to measure the economic impact of the nonprofit arts and culture industry nationwide. The Arts Council is once again the statewide partner for the study, coordinating with local partners across the state to carry out successful data collection. Thanks to our local partners who are working to collect audience-intercept surveys at arts events in their communities. AFTA will send an organizational survey to round out data collection for the study – be on the lookout for the survey and please take the time to complete it.
- The Arts Council has several new staff members, including myself. We encourage you to reach out to get to know our team. Our contact information is found at www.ncarts.org/staff-directory.

We hope that throughout the year you will continue to make your legislators and fellow citizens aware of all the great work you do and why the North Carolina Arts Council is important to your organization and to our state. Congratulations on your grant, and we wish you all the best in the coming year.



North Carolina Arts Council
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Street Address
109 East Jones Street
Raleigh, NC 27601
919.814.6514

Mailing Address
North Carolina Arts Council
Department of Natural &
Cultural Resources
4632 Mail Service Center
Raleigh, NC 27699-4600

Martha R Vandergriff, Family and Educational Programming Coordinator
Town of Clayton
111 E 2nd St
Clayton, NC 27520-2459

August 11, 2022

GRANT AWARD LETTER
FISCAL YEAR 2023

Please read the enclosed Instruction page.

Grant Category	Technical Assistance		
Awarded	\$2,500.00		
Start Date	July 1, 2022		
End Date	June 30, 2023		
NCAC Report Due	July 31, 2023		
Project Title	Lead Scholarship		
Stipulations			
Revised Budget Needed?	No		
Grant Number	FY2023-93201		
SER ID	50956		
Fiscal Agent			
Federal Tax ID	56-6001203	Fiscal Year End	630
Source of Funds	Federal Funds		GOV-Basic Fed Arts
CFDA#			
Staff Contact	Kathleen Collier, Arts in Education Director & Accessibility Coordinator 919-814-6515		
Payment Questions	Grants Manager 919-814-6514		

Governmental



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Street Address
109 East Jones Street
Raleigh, NC 27601
919.814.6514

Mailing Address
North Carolina Arts Council
Department of Natural &
Cultural Resources
4632 Mail Service Center
Raleigh, NC 27699-4600

Contract

This Contract is hereby entered into by and between the North Carolina Department of Natural and Cultural Resources, North Carolina Arts Council (Agency) and the following Grantee (referred to collectively as the 'Parties'). The Grantee's federal tax identification number is found in the Grant Award Letter(s).

Town of Clayton

Contract Documents: This Contract consists of the following documents:

- (a) Grant Award letter(s) (Attachment A)
FY2023-93201 --Technical Assistance \$2,500.00
- (b) Grantee Instructions (Attachment B)
- (c) The NC Arts Council grant application form containing the scope of services, budget, and project narrative (Attachment C - available at www.NCArts.org)
- (d) Grantee Requirements (Attachment D - available at www.NCArts.org)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

The awarding of this grant is subject to allocation and appropriation of funds to the Agency for the purposes set forth in the Contract (Grant Award letter(s) and the grant application form containing the scope of services, budget, and project narrative).

Governmental

General Terms and Conditions

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

The Grantee's federal tax identification number is 56-6001203 .

This Contract consists of the following documents:

- 1) The General Terms and Conditions
- 2) Grantee Award Letter(s) (Attachment A)
- 3) Grantee Instructions (Attachment B)
- 4) Grant Application (Attachment C, available at www.NCArts.org)
- 5) Notice of Certain Reporting and Grantee Requirements (Attachment D, available at www.NCArts.org)
- 6) State Grant Certification – No Overdue Tax Debts form (Attachment E)
- 7) Model Conflict of Interest (Attachment F)

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

DEFINITIONS

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

"Agency" means the North Carolina Arts Council.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TERMS AND CONDITIONS

1. **Choice of Law:** The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the Parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.
2. **Independent Contractor:** The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

3. **Key Personnel:** The Grantee shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Agency's Contract Administrator. The individuals designated as key personnel for purposes of this Contract are those specified in the Grantee's proposal.
4. **Assignment:** No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:
 - (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
 - (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all contract obligations.
5. **Beneficiaries:** Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the Parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.
6. **Indemnification:** The Grantee shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Grantee in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Grantee provided that the Grantee is notified in writing within 30 days that the State has knowledge of such claims. The Grantee represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of Grantee goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.
7. **Termination by Mutual Consent:** The Parties may terminate this Contract by mutual consent with 60 days notice to the other Party, or as otherwise provided by law. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract shall, at the option of the Agency, become its property. If the Contract is terminated by the Agency as provided herein, the Grantee shall be paid for services satisfactorily completed, less payment or compensation previously made.
8. **Termination for Cause:** If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined.

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

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

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

9. **Waiver of Default:** Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the Contract.
10. **Availability of Funds:** The Parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.
11. **Force Majeure:** Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
12. **Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
13. **Copyrights, Ownership and Licensing of Deliverables:** All deliverable items produced pursuant to this Contract shall be the exclusive property of the Grantee, including all rights, title and interest in the deliverable items, whether they arise in intellectual property or otherwise.

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

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

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

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

14. **Compliance with Laws:** The Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority.
15. **Equal Employment Opportunity:** The Grantee shall comply with all federal and state laws relating to equal employment opportunity. The Grantee shall take affirmative action in complying with all federal and state requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability. By signing this Agreement, the Grantee certifies its compliance with Title VI Civil Rights laws, and that it will cooperate in demonstrating compliance as may be required by the US Treasury. Further information on North Carolina's duties may be found in Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406).
16. **Access to Persons and Records:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with N.C.G.S. 147-64.7. The Grantee shall retain all records for a period of five years following completion of the contract. Additionally, the Agency and the North Carolina Office of State Budget and Management shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.
17. **Record Retention:** Records shall not be destroyed, purged or disposed of without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the Contract is subject to Federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.
18. **Amendment:** This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.
19. **Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.
20. **Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.
21. **Travel Expenses:** Travel expenses shall not be reimbursed in the performance of this Contract. If travel is necessary in the performance of this Contract, it shall be included in the approved project budget and narrative.

22. **Sales/Use Tax Refunds:** If eligible, the Grantee and all subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.
23. **Entire Agreement:** This Contract and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the offeror's proposal are incorporated herein by reference as though set forth verbatim. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
24. By Executive Order 24, issued by Governor Perdue, and N.C.G.S. §133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor) to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:
- (1) have a contract with a government agency; or
 - (2) have performed under such a contract within the past year; or
 - (3) anticipate bidding on such a contract in the future.

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

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

25. **Effective Period:** This Contract shall be effective upon signature by all Parties to this Contract and shall terminate upon final expenditure of all funds and submission of all reports as required by law.
26. **Grantee's Duties:** The Grantee shall complete and return any applicable revised budget page(s) and this Contract. If the grant is being paid with Federal funds, then the Grantee must also complete and return **Cash Request** form(s) at the appropriate time.

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

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

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

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

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

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

34. **Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Agency:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Agency: North Carolina Arts Council Mail Address: 4632 Mail Service Center City, State, Zip: Raleigh, NC 27699-4600 Telephone: 919-814-6514	Agency: North Carolina Arts Council Street Address: 109 East Jones Street City, State, Zip: Raleigh, NC 27601

For the Grantee:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name/Title: Martha Vandergriff/Family & Educational Program Coordinator Company Name: Town of Clayton Mail Address: PO Box 879 City, State, Zip: Clayton, NC 27528 Telephone: (919) 553-3152 Fax: 919-553-8919 Email: mvandergriff@townofclaytonnc.org	Name/Title: Martha Vandergriff/Family & Educational Program Coordinator Company Name: Town of Clayton Street Address: 111 E Second Street City, State, Zip: Clayton, NC 27520

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

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

Town of Clayton

Name of Organization

DocuSigned by:

Martha R. Vandergriff

9/8/2022

Signature of Authorizing Official

Date

Martha R. Vandergriff

Family & Educational Prog Co

Printed Name

Title

[CORPORATE SEAL] – (optional)

Name of Fiscal Agent Organization (if using one): _____

Signature of Authorizing Official

Date

Printed Name

Title

North Carolina Arts Council

DocuSigned by:

Vicki Vitiello

9/12/2022

Victoria Vitiello, Director of Operations and Arts Learning

Date

GRANTEE INSTRUCTIONS FOR GOVERNMENTAL ORGANIZATIONS



GET IN TOUCH WITH US

- 🌐 Bookmark the Grants Dashboard for all your grants needs

www.ncarts.org/grants-dashboard

- @ Grants office email
ncac.grantsoffice@ncdcr.gov

- 📞 Phone numbers

Tanya McGuire (919) 814-6514
Barbette Hunter (919) 814-6507

- 👤 Staff contacts
www.ncarts.org/grant-application-resources-and-assistance

Award notifications come via email and will include this instructional document and a grant award letter. General terms & conditions are sent separately via DocuSign. All documents should be carefully reviewed to note any stipulations.

COMPLETE YOUR GRANT CONTRACT & DOCUMENTATION

To receive your funds you must submit all listed documents. You will receive General Terms & Conditions via DocuSign; **all other documents must be emailed to the Grants Office (unless otherwise noted).**

- ☐ General Terms & Conditions (via DocuSign)
- ☐ A signed and dated (this year) [NC substitute W9 form](#)
- ☐ A completed [accessibility checklist \(via Microsoft forms\)](#)
- ☐ A revised budget IF INDICATED on your Grant Award letter; submit through GO Smart and email PDF to staff contact (NOT grant office)



If you are not able to implement the project you proposed at the grant amount awarded, let us know immediately by contacting the person listed under "Staff Contact" on the grant award letter.

PAYMENT PROCEDURES

 No grant funds will be issued until all required documents are received.

FEDERALLY FUNDED GRANTS

If "Source of Funds" on grant award Letter lists "Federal Funds," you must complete a [Cash Request Form](#) to receive your payments. One form should be submitted for each month's expense until the entire grant amount has been requested. If you can anticipate a schedule of cash needs, you may prepare several forms and submit all at once. Email forms to the Grants Office.

 To receive electronic payments, submit the [Electronic Payment Form](#). Otherwise, you will receive a check in the mail.

Note: You do not need to fill this out if you have already done so unless your banking information has changed.

FISCAL AGENTS

The following only applies if you are using a fiscal agent:

- Fiscal agents will submit a separate set of required documents corresponding to their organization type.
- Payment will be issued to the fiscal agent.

RETURN UNSPENT FUNDS BY DEADLINE

 By **April 1st**, you must inform the staff if you will not be able to spend all your grant funds.

 Unspent funds should be returned as soon as possible and no later than **May 31st**.

If your unspent grant funds are returned after this deadline you may not be eligible to receive grant funds during the next fiscal year.

KEEP STAFF INFORMED OF PROJECT ACTIVITIES AND CHANGES

You must keep your staff contact(s) informed about your project activities. Add them to your mailing lists to receive season brochures and event notices. For evaluation and monitoring purposes, please provide tickets and admissions to appropriate staff when requested so that they may attend funded performances, exhibitions, and events.

If you need to revise the description or budget of your funded project by more than 10% of the total award, you must submit a written request in advance. Discuss any revisions with your staff contact *before* submitting a written request.

N.C. ARTS COUNCIL MESSAGING REQUIRED ON ALL PUBLICITY MATERIALS

All grant recipients are required to prominently display the North Carolina Arts Council logo with tagline on-site at funded events and in all digital and printed publicity materials. Logos can be downloaded from our [website](#).

The following credit lines must also be displayed on all digital and printed publicity materials:

State funds

This project was supported by the North Carolina Arts Council, a division of the Department of Natural and Cultural Resources.

Federal funds

This project was supported by the North Carolina Arts Council, a division of the Department of Natural and Cultural Resources, with funding from the National Endowment for the Arts.

OR you may use the NEA logo* and the following:

This project was supported by the North Carolina Arts Council, a division of the Department of Natural and Cultural Resources.

*Please remember to remove the NEA logo and tagline from your materials and website at the completion of the project.

WRITE YOUR LEGISLATORS

All grantees are required to write their [state legislators](#) to thank them for appropriating funds for their grants and to inform them of project activities and community impact. Copies of your letters must be included with your final report. We hope you will also invite legislators to attend performances, exhibitions, and other project-related activities.

SUBMIT FINAL REPORT BY THE DEADLINE SHOWN ON YOUR AWARD LETTER

All grantees must complete final reports; submit through GO Smart and email a copy with **ONE** signature to Grants Office.



North Carolina Arts Council
www.NCArts.org

Street Address
109 East Jones Street
Raleigh, NC 27601
919.814.6514

Mailing Address
North Carolina Arts Council
Department of Natural &
Cultural Resources
4632 Mail Service Center
Raleigh, NC 27699-4600

CASH REQUEST

Cash Requests must be in the North Carolina Arts Council Grants Office **by the 15th of the month for payment during the next month.** You may request an advance for the next calendar month's anticipated grant expenditures, or you may be reimbursed for actual grant expenditures.

Payment will be sent after the first of the next month.

Email this form to the following address: ncac.grantsoffice@ncdcr.gov

Name of Grantee Organization Town of Clayton

Mailing Address PO Box 879

City Clayton State NC Zip Code 27528

Day Phone area code () number 919-553-3152

Grant Number (from contract) FY2023-93201

Month(s) Covered by This Request N/A

Amount of Request \$ None at this time - fields on this pg are required to complete docuSign

Certification

I certify that to the best of my knowledge these grant funds will be spent in accordance with the conditions of the grant contract and by the end of the month indicated above. If not spent by such time, I understand that the balance of the funds must be returned to the North Carolina Arts Council unless prior approval to extend the expenditure period has been obtained.

DocuSigned by:
Martha R. Vandergriff

9/8/2022

Signature of Authorizing Official for Grantee Organization

Date

Martha R. Vandergriff

Typed Name and Title



Town Council Agenda Cover Sheet

Meeting Date

October 17, 2022

Agenda Location

New Business

Item Title

Spark the Art Grant – North Carolina Arts Council Grant 2022-2023

Presenter:

Shaun Mizell Procurement Contracts and MWBE Manager

Summary/Description

The Clayton Center has been awarded grant funding from the North Carolina Arts Council. This grant is awarded for the amount \$12,683.00 to provide arts programming and performances to promote new engagement opportunities with family audiences with a NCAC report due July 31, 2023. Staff is requesting Council to approve the acceptance of the Grant and give authority to the Town Manager to execute the acceptance letter.

Requested Action

Approval

Funding Source (If Applicable):

N/A

Cost: N/A Yes ☐ No ☒

Additional Documents to be Included in Agenda Packet

North Carolina Arts Council – Spark the Arts Grant

Meeting Timeline

Click or tap here to enter text.



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North Carolina Arts Council - Spark the Arts Grants 2022-23

Town of Clayton

Application #STA230137

Primary Contact:

Phone:

Email:

Mrs. Martha R Vandergriff

(919) 553-3152

mrvandergriff@townofclaytonnc.org

Applicant Profile

Applicant Type

Organization

Legal Name

Town of Clayton

Address

111 E 2nd St

Clayton, North Carolina 27520-2459

UNITED STATES

Telephone

(919) 553-3152

Fax

(919) 553-8919

Primary Contact

Mrs. Martha R Vandergriff

Family and Educational Programming Coordinator

Phone: (919) 553-3152

Email: mrvandergriff@townofclaytonnc.org

Applicant Status

Government - Municipal

Applicant Institution

Performance Facility

Applicant Discipline

Multidisciplinary

FEIN / TAX ID

56-6001203

Date Organization Formed

04/12/1869

Fiscal Year Ends Date

06/30

UEI

ZFG6SS4UQWV6

Web Address

theclaytoncenter.com

Mission Statement

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

Organization History

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



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mvandergriff@townofclaytonnc.org

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



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(919) 553-3152

mrvandergriff@townofclaytonnc.org

Before you begin

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

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

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

- Dara Silver – Visual Arts, Craft, Film
- Kathleen Collier – Arts Accessibility, Arts in Healthcare
- Jeff Aguiar – Theater, Literature, Dance
- Zoe van Buren – Folk and Traditional Arts, Community Arts
- Heike Currie – Music

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

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

I have reviewed the guidelines for the Spark the Arts grant category.

Yes

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

Yes

I have contacted the relevant staff person at the North Carolina Arts Council to discuss my proposed project.

Yes



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North Carolina Arts Council - Spark the Arts Grants
2022-23

Town of Clayton

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(919) 553-3152

mvandergriff@townofclaytonnc.org

Project contacts

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

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

(Note: If you have a fiscal agent, fill out their information on the next page; fiscal agents will also be sent contract paperwork for signature.)

Project contact name

Martha Vandergriff

Project contact title

Family & Educational Programming Coordinator

Address

PO Box 879

Address (line 2)**City**

Clayton

State

North Carolina

Zip code

27528

Phone number

919-553-3152

Email address

mvandergriff@townofclaytonnc.org

Unique Entity Identifier (UEI) number

#STA230137

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North Carolina Arts Council - Spark the Arts Grants
2022-23

Town of Clayton

Application #STA230137

Primary Contact:

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(919) 553-3152

mvandergriff@townofclaytonnc.org

ZFG6SS4UQWV6

Authorized signator

Authorized signator name

Scotty Henley

Authorized signator title

Executive Director

Phone number

919-553-3152

Email address

shenley@townofclaytonnc.org

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North Carolina Arts Council - Spark the Arts Grants
2022-23

Town of Clayton

Application #STA230137

Primary Contact:

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(919) 553-3152

mvandergriff@townofclaytonnc.org

Fiscal agent information

Fiscal agent organization name

Fiscal agent contact name

Fiscal agent contact title

Address

Address (line 2)

City

State

Zip code

Fiscal agent phone number

Fiscal agent email address

Fiscal agent Employee Identification Number (EIN)

Fiscal agent Unique Entity Identifier (UEI) number

What date did the fiscal agent organization receive 501(c)(3) tax-exempt status from the IRS?

Upload a copy of the fiscal agent organization's most recent 990 form.

No File Uploaded

Upload a letter of agreement between the fiscal agent and the applicant that states the terms for administering finances for the proposed application.

No File Uploaded

Upload a list of the fiscal agent organization's current board of directors.

No File Uploaded

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North Carolina Arts Council - Spark the Arts Grants
2022-23

Town of Clayton

Application #STA230137

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mvandergriff@townofclaytonnc.org

rg

Organizational information

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

If you are a public school, municipality, or are applying as an individual with a fiscal agent, you are not required to complete this page.

2020-21 (2021) FY actual income

2020-21 (2021) FY actual expenses

2021-22 (2022) FY income

2021-22 (2022) FY expenses

2022-23 (2023) FY income

2022-23 (2023) FY expenses

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

What is the amount of the accumulated deficit?

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

Upload a list of your organization's current board of directors.

No File Uploaded



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North Carolina Arts Council - Spark the Arts Grants
2022-23

Town of Clayton

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Project information and narrative

We recommend that you craft your narrative text responses for grant application questions in a Word document before entering the information into the online system. If you choose to work directly in the application, please remember to click the SAVE button regularly to avoid losing your data.

Project summary

In 25 words or less, provide a brief summary of your project activities:

Provide arts programming and performances to promote new engagement opportunities with family audiences.

NC Arts Council staff contact

Please select which NC Arts Council staff member you've discussed your project with:

Kathleen Collier

Project county/counties

Select the county or counties where your project will physically take place.

Johnston

Narrative questions

1. Identify the primary engagement goal for your project.

a. Reengagement: bringing audiences back/reimagining engagement with audiences.

2. Provide an overview of the project. Include details about the scope of the work and the anticipated dates and locations where the program(s) will take place. Specifically, how will you use Spark the Arts grant money?

The Clayton Center is launching a new initiative in the 2022-2023 season. Our goal with this initiative is to get families and school children into the theater and to expose young minds to the arts and the possibilities that exist for their own participation in the arts. As this type of programming becomes a regular part of The Clayton Center's offerings, young audiences will become an integral part of our patron base, which will ensure an adult patron base for future programming.

In a post-Covid world, people are looking for ways to be entertained and engaged in the arts. The Clayton Center seeks to attract young audiences by offering quality family programming that brings artistic expression to life lessons and learning. With family and educational programming specifically, we hope that children and families will establish a habit of patronizing and contributing to the arts.

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North Carolina Arts Council - Spark the Arts Grants 2022-23

Town of Clayton

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Program Description: Programming will fall into two main categories.

1. Family Programming - Targeted toward families to enjoy together, ideally on a Saturday or Sunday afternoon. These events will likely be ticketed with discounted rates for children, but with the goal of making it an affordable outing for the family.
2. Educational Programming - Focused on local students participating in school field trips to The Clayton Center. Opportunities also exist to bring artists to the schools for a residency that lasts two or more days. This allows for intensive time with the artist(s) in workshops and in doing projects.

The first category described above is the programming for which we seek the Spark the Arts grant funds. We plan to contract for two family shows in the 2022-2023 season. They are:

1. The Joshua Show - November 5, 2022 at The Clayton Center
2. Jason Hudy: Mezmerizing Magic - January 28, 2023 at The Clayton Center

Grant money will be used primarily to pay artist fees including travel and marketing costs associated with these shows. Day-of staffing costs will also be factored into the grant amount requested.

3. Provide information about the intended audience/participants for the project and describe the strategies you will use to engage those audiences in a meaningful way (enhanced marketing, community partnerships, education and outreach, etc.)

Specifically, we want to make The Clayton Center a household name in the local community as a go-to destination for the performing arts. Clayton has seen incredible growth in the last decade, practically doubling in population since 2010, when the population was just over 16,000. A large part of that growth has been families. We want to capture their attention and get them into the theater for meaningful and memorable experiences with the performing arts.

The communication plan will include promoting shows through social media and online ads as well as posters and printed materials that will be distributed to organizations and groups throughout the community. We will continue to cultivate relationships with community groups such as area businesses, churches, preschools, and childcare centers to distribute information about the shows. We are currently building meaningful connections with county school leaders and administration to build the school-day programming for the coming year. These relationships will have a two-fold purpose, as those programs will draw attention to The Clayton Center for the family programming as well as other professional shows we bring.

Using the connections with families that other departments within the town have (such as Parks and Recreation and the Library), we believe that we can reach a large portion of the families in Clayton and beyond with our message.



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4. Who are the key people who will implement the project? Provide names and general responsibilities as well as any connections they have to intended audiences. Include details about any artists involved in the project. Describe how artists will be supported through payment of fees, services, and other appropriate benefits.

The project will be implemented by staff of the Town of Clayton's Cultural Arts Department, which oversees The Clayton Center operations. Executive Director Scotty Henley, and Family & Educational Programming Coordinator Martha Vandergriff will oversee booking the family shows, scheduling, marketing and logistics of each event. Additional full-time Clayton Center staff will assist with marketing and ticket sales. Part-time event staff will be utilized as well.

Each of the artists will be paid an agreed upon contract fee. The fee will include payment for the performance, plus hospitality services to include lodging, and marketing of the event.

Joshua Holden is an award-winning international puppeteer, actor, and joy-maker based in New York City and was named one of "20 Theatre Workers You should Know" by American Theatre Magazine. A modern day Mr. Rogers with hipster appeal, Joshua Holden and his puppet sidekick, Mr. Nicholas, bring their award-winning family production The Joshua Show across the globe. When Mr. Nichols makes an unnerving self-discovery that causes him to spiral down a path of loneliness and hopeless despair, it's up to Joshua and his cast of characters, including Larry the Lint and the Wonderbook, to show his best friend the joy in being yourself. With live music, tap dancing, physical comedy and multiple styles of puppetry, this whimsical show is sure to bring out everyone's joyful side.

Jason Hudy has over 8,000 performances around the world in the last 20 years, and it's no wonder that theaters, casinos, performing arts centers, cruise ships, late-night talk shows, amusement parks, corporations and many more all turn to Jason Hudy when in need of high-quality magical entertainment. Some of the clients that Jason has had the privilege of working with include: Disney Cruise Lines, Chevrolet, ESPN, Hershey, Mitsubishi and many more; you can be fully confident that Jason can deliver a top-notch show that will leave your audience mesmerized! Other highlights include: performing on national TV on the Late Late Show on CBS, being invited to present a TedX Talk, touring as part of a show that performed in 30 cities over three months across China, and performing as many as 622 shows in one year, (his average has been over 400 a year for the last 20 years)! He also starred at the "House of Magic" at Studio City Casino in Macau, near Hong Kong. When working with Jason, you can enjoy the peace of mind that comes from knowing that when you hire Jason to perform at your event, you are hiring a highly experienced performer who's "seen it all, done it all" and delivers excellent results, every time he performs! Delve into cutting edge magical entertainment that will draw you into the intricate world of illusion, with a 'one-of-a-kind' show that will leave your audience baffled! Jason's illusion shows will engulf your audience in powerful illusions that will redefine their ideas about what a magic show is! People appearing and vanishing, being sawed-in-half, and flying in the air; these are all part of an experience that will leave your audience breathless!



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5. Describe your planning process for the project and indicate how artists and key community partners are or will be involved in audience and program development. Summarize how you will raise matching funds and your progress so far. What comparable projects have you successfully produced in the past?

The planning process for this series began in November 2021 when The Clayton Center staff attended the NC Presenter's Consortium Arts Market event in Durham, NC. Arts Market includes performing artist showcases and brings presenting organizations and promoters together.

The staff met with agencies that represent children's performers and began negotiations to contract for events. Since then, the staff has met with Town administrators to discuss budgeting for the series and how to secure funding approval from the Clayton Town Council.

The Clayton Center is also working to build awareness of this program with community partners including Johnston County schools administrators, local preschool and daycare administrators to bolster target marketing efforts.

The Clayton Center has a 20-year history of presenting a diverse schedule of performing arts events. This includes several family shows that were well received by families with young children. These include:

- Sound of Music Sing-a-Long
- Peter Gros' Wild Kingdom
- Schoolhouse Rock! Live
- Tomas Kubinek
- The Billy Jonas Trio

6. Explain how you will measure the project's impact in terms of creative goals, audience engagement, community and economic benefit, and other tangible and intangible tracking methods you use. Provide details about your evaluation methodologies and how you use the information you've gathered.

The project's impact will be measured in the following ways:

- Audience follow-up surveys.
 - Work closely with Town of Clayton's Economic Development Department to survey downtown Clayton businesses in close proximity to The Clayton Center.
 - Informal discussion with project partners to gauge feedback from their constituents about the programs presented.
 - Seek sponsorships from local businesses that serve families with young children to increase their visibility.
- Survey results and formal and informal feedback will be compiled and used in planning future events.

7. Upload a detailed, itemized project budget that summarizes the project's expenses and income.

Final spark the arts exp and rev - The Clayton Center TOTALS.pdf



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North Carolina Arts Council - Spark the Arts Grants
2022-23

Town of Clayton

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Project budget expenses

Project expenses

	Grant amount	Applicant cash match	Cash expenses
Organizational staff - administrative	840 +	420 =	1,260
Organizational staff - artistic	0 +	0 =	0
Organizational staff - technical production	850 +	426 =	1,276
Artist contracts	8,000 +	4,000 =	12,000
Other contracts	0 +	0 =	0
Space rental	0 +	0 =	0
Travel	520 +	260 =	780
Marketing	2,473 +	1,237 =	3,710
Subtotals:	\$12,683 +	\$6,343 =	\$19,026

Remaining project expenses

	Grant amount	Applicant cash match	Cash expenses
	0 +	0 =	0
	0 +	0 =	0
	0 +	0 =	0
	0 +	0 =	0
Subtotals:	\$0 +	\$0 =	\$0
Expense Totals:	\$12,683 +	\$6,343 =	\$19,026



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Project budget income

[Click here for a budget glossary.](#)

Project income	Cash Income
Admissions	4,900
Contracted services revenue	0
Other revenue	0
Corporate support	0
Foundation support	0
Other private support	0
Federal government support	0
State/regional government support (not including this request)	0
Local government support	1,443
Existing applicant funds	0
North Carolina Arts Council grant amount requested	12,683
SubTotals:	\$19,026
Income Totals:	\$19,026



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Letters of support

Upload letters of support from key partners who have or will play a role in the planning of this project. Minimum of one (1) is required.

Please make sure that the letter includes language about the ways the partner has participated or will participate in the project planning, their overall role, and affirms their commitment to the project.

Letters of support can include: Copies of signed letters on letterhead, copies of emails etc.

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

Description:

Deputy Town Manager, Town of Clayton - Dolores Gill support letter

Letter of Support DGill.pdf

Description:

Mayor Pro Tem, Town of Clayton - Jason Thompson

Letter of Support J Thompson.pdf

Description:

No File Uploaded



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Town of Clayton

Application #STA230137

Primary Contact:

Phone:

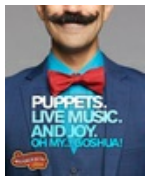
Email:

Mrs. Martha R Vandergriff

(919) 553-3152

mvandergriff@townofclaytonnc.org

Work samples



Title: The Joshua Show - 1
Download: 242788.
[View File](#)



Title: The Joshua Show - 2
Download: 242790.
[View File](#)



Title: The Joshua Show - 3
Download: 242791.
[View File](#)



Title: Jason Hudy Marketing
Poster
Download: 242796.
[View File](#)



Title: Jason Hudy - 2
Download: 242794.
[View File](#)



Title: Jason Hudy - 1
Download: 242793.
[View File](#)



Title: Jason Hudy - 3
Download: 242795.
[View File](#)



Title: Video Web Links -
Joshua Show and Jason
Hudy
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North
Carolina
Arts
Council
*Fifty years
of leadership*

North Carolina Arts Council - Spark the Arts Grants
2022-23

Town of Clayton

Application #STA230137

Primary Contact:

Phone:

Email:

Mrs. Martha R Vandergriff

(919) 553-3152

mvandergriff@townofclaytonnc.org

Additional support materials

Support materials may be included but are not required.

Examples of support materials include business and marketing plans, strategic plans, reviews of past programs, brochures and other marketing material. Please provide a brief description for each item.

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

Description:

Business Strategy for Family & Educational Programming - presented to Town Administration & Council

Family & Educ Prog Business Strategy Proposal updated 041522.pdf

Description:

Envisioning the Future of Theater for Young Audiences - research on benefits of theater for children

Envisioning the Future of TYA research study highlights.pdf

Description:

No File Uploaded



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North Carolina Arts Council - Spark the Arts Grants
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Application #STA230137

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Certification page

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

- All information contained in this application is true and accurate.
- The following pages have been reviewed to ensure the requested grant amount is the same on all parts of the application.
 - Project budget expenses
 - Project budget income

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

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

April 28, 2022

NC Arts Council
Spark the Arts Grant
109 East Jones Street
Raleigh, NC 27601

Dear Spark the Arts Grant Panelist,

It is my pleasure to write a letter in support of The Clayton Center's project to build Family and Educational Programming, which was recently submitted for funding through the Spark the Arts grant program. The Clayton Center is operated by the Town of Clayton's Cultural Arts Department, and as Deputy Town Manager, I intend to do whatever it takes to ensure the success of this program.

As a former educator, I understand the benefit of exposing young children to the performing arts. These experiences help children to develop critical thinking skills that will serve them in their academic and later lives. It also fosters a lifelong appreciation for the arts that translates into future attendance at venues like The Clayton Center.

I have worked closely with The Clayton Center staff in the initial planning stages for this project, and I believe that we are on the right track for attracting a fresh, new audience into our auditorium while improving the quality of life for families with young children in Clayton and the surrounding community.

Sincerely,

Dolores Gill
Deputy Town Manager

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

April 20, 2022

To Whom It May Concern,

I am writing this letter to express my enthusiastic support for The Clayton Center's application for the Spark the Arts grant. As an elected body, the Clayton Town Council has a strong track record for supporting cultural arts in our town. The Clayton Center was born through a public-private partnership consisting of our town government, private citizens and corporate sponsors and has been going strong for over twenty years. Clayton has a very active Cultural Arts foundation with strong leadership. The foundation regularly meets with both staff and elected officials to encourage collaboration, and advocate for the performing arts in the Town of Clayton.

As we emerge from the worst of the pandemic, we hope to engage more families and young audiences than ever before. If we cultivate a love and appreciation for performing arts in young people, we sincerely believe that love will grow as they grow and bring us audiences for many years to come. We have a state of the art facility, an active foundation, highly qualified staff members, and an engaged elected body. Receiving this grant will allow us to provide even more opportunities for a younger and more diverse population of our wonderful town.

As an elected official, I can assure our commitment to cultural arts in our community is firm. Not only do we provide fulltime staff and management of The Clayton Center, the town invests a significant amount of tax dollars into the facilities and programming. Should we be considered for the grant, the elected body will remain active and engaged in the success of The Clayton Center and ensure the money is invested directly into programming for younger and more diverse participants in our cultural arts programming.

Very Truly Yours,

Jason A. Thompson

Mayor Pro Tem

Business Strategy Proposal
Family and Educational Programming at The Clayton Center

Goals:

1. Expand performing arts offerings to include more diverse audiences within the local community.
2. Increase exposure of children, families, and adults to the arts and to The Clayton Center as a go-to venue for entertainment and their own private events and celebrations.
3. Explore the financial benefits of offering family and educational programs and how they affect our overall financial well-being.

Purpose: To get families and school children back into the theater and to expose young minds to the arts and the possibilities that exist for their own participation in the arts. As this type of programming becomes a regular part of The Clayton Center's offerings, young audiences will become an integral part of our patron base, which will ensure an adult patron base for future programming.

Rationale: In a post-Covid world in which people are looking for ways to be entertained and engaged in the arts, we have an opportunity to attract young audiences to The Clayton Center once again. These audiences can enjoy quality programming that brings artistic expression to life lessons and learning. With family and educational programming specifically, we hope that children and families will establish a habit of patronizing and contributing to the arts.

Program Description: Programming will fall into two main categories.

1. Family Programming - Targeted toward families to enjoy together, ideally on a Saturday or Sunday afternoon. These events will likely be ticketed with discounted rates for children, but with the goal of making it an affordable outing for the family.
2. Educational Programming - Focused on local students participating in school field trips to The Clayton Center. Opportunities also exist to bring artists to the schools for a residency that lasts two or more days. This allows for intensive time with the artist(s) in workshops and in doing projects.

Timing/Fees:

1. Family Programming - Flexibility on dates. 1 to 2 shows for FY23. Estimated artist fee of \$4,000-\$5,500 for one date. Ticket prices in the range of \$10-15 for adults and \$7-10 for children.
2. Educational Programming - School shows need to be coordinated with school schedules. For FY23, we plan to schedule two shows in the Auditorium – one in the fall, and one in the spring. Additionally, we are researching options for an artist in residence for at least one area school. Artist fees are estimated at \$4,500-6,500 per event.

Communication Plan:

1. Family Programming - Promote the show through our usual marketing strategies including social media and online ads. Continue to cultivate relationships with community groups such as area businesses, churches, preschools, and childcare centers to distribute information.
2. Educational Programming – Develop a partnership with local schools in offering experiences to students that may otherwise be very difficult to find. Continue communication with school administrators and teachers in the area to gather feedback about what types of programming is of interest. Make contact with appropriate Johnston County Schools staff to coordinate efforts. Hold a kick-off event in the fall of 2022 where school administrators, teachers, and county staff can learn about programming opportunities at The Clayton Center.

Benefits:

- Exposing young audiences to theater and performing arts when they may not otherwise have the opportunity
- Cultivating tomorrow's adult audiences for performing arts
- Strengthening partnerships and supporting local schools in offering quality programming
- Reaching current adult audiences (parents, teachers, administrators, community leaders) for other programming at The Clayton Center and using the venue for their own meetings, events, and celebrations.
- Reinforcing the importance and value of the arts in a heavily STEM-focused education system

Considerations:

- Funding
 - Family programming – While we will always aim to recoup 100% or more of expenses, for the first year, we expect to be able to recoup 50% of artist fees through ticketing, sponsorships, and potential grant money. We aim to recoup 65% by year 3.
 - Educational programming – Again, ideally we will recoup 100% of expenses, but in FY23, we anticipate recouping up to 50% of artist fees through grants and sponsorships. We need cooperation from the schools/school system to receive some of the grant money. By year 3, we aim to recoup 60%.
- Transportation - Schools will need to bus students to productions at The Clayton Center.
- Marketing – Establishing meaningful connections with schools, community groups, childcare centers, and other organizations will be key in gaining the trust and confidence of potential audiences and sponsors/supporters.

Total Budget: \$24,669

- Artist Fees - \$22,000
 - *The Joshua Show* (or similar act) - \$5,500
 - *Ugly Duckling* - \$4,500
 - David Gonzalez (or similar act) - \$6,500
 - *The Magic School Bus: Lost in the Solar System* (or similar act) - \$5,500
- Hospitality - \$2,699
 - *The Joshua Show* (or similar act) - \$428 for 2 hotel rooms and backstage hospitality
 - *Ugly Duckling* – \$691 for 4 hotel rooms and backstage hospitality
 - David Gonzalez (or similar act) - \$348 for 1 hotel room for 2 nights and artist meals
 - *The Magic School Bus: Lost in the Solar System* (or similar act) - \$1,232 for 8 hotel rooms and backstage hospitality

Envisioning the Future of Theater for Young Audiences



Written and Compiled By Jonathan Shmidt Chapman and Emma Halpern

A report from the National Endowment for the Arts in collaboration with Theatre for Young Audiences/USA

NATIONAL
ENDOWMENT for the ARTS

arts.gov

This report follows a convening held June 8, 2019 at the National YoungArts Foundation in Miami, Florida

Presented by

National Endowment for the Arts
Theatre for Young Audiences/USA, and
Theatre Communications Group

With additional support from Children's Theatre Foundation of America

A note on the term Theater for Young Audiences (TYA): For the purposes of this report, the term Theater for Young Audiences specifically refers to professional performance for young audiences (usually with professional adult performers), though the term can also encompass performance featuring non-professional or semi-professional child and teen performers.

Front cover: Elementary students from the SPARK Program watching *Mother Africa*. Photo by Alexis Buatti-Ramos, courtesy of the New Victory Theater.

National Endowment for the Arts

Mary Anne Carter, Chairman

Greg Reiner, Director, Theater & Musical Theater
Ouida Maedel, Theater & Musical Theater Specialist
Ian-Julian Williams, Theater & Musical Theater Specialist

Don Ball, Editor

Kelli Rogowski, Designer



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This publication is available free of charge as a downloadable PDF at [arts.gov](https://www.arts.gov)

Making the Case for the Impact of Theater for Young Audiences

What is the impact of Theater for Young Audiences on a child? Historically, little research has been conducted that assesses the value of theater in the lives of young audiences. In the last few years, several studies have provided tangible and compelling evidence of the impact that watching live theater can have on children and young people. The research provides concrete data to support what has been demonstrated anecdotally through the experiences of audiences at theaters for young audiences for decades.

Seeing live theater offers a range of academic, social, and emotional benefits to children. This includes a greater ability to accept people with different opinions from their own and understand the diversity of ways others experience the world; an increased hope for their own future, with the ability to imagine attending college and envisioning success; a greater recognition that the arts can have a place in their lives in the present and future; improved engagement and behavior in school environments, which can impact success; increased success on standardized tests; higher writing scores; and a stronger command of narrative devices.

The New Victory, a flagship theater for family audiences in New York City that presents international performances across disciplines, completed a landmark study with the arts and cultural research firm WolfBrown on the intrinsic impact of live performance on young audiences⁵. In the only longitudinal study of its kind, New Victory partnered with under-resourced school communities with no arts programming to track children in both treatment and control groups over three consecutive years⁶. The study found that:

- Children exposed to live theater are much more able to imagine the lives of others.
- Children exposed to live theater before the age of eight report that “Theater is for someone like me.” (The study found that trend to decline in children who are not exposed to live theater before the age of eight).
- Children demonstrate a range of intrinsic impacts after seeing live theater performance, including personal relevance, social bridging, aesthetic growth, and motivation to action. Their survey responses and comments suggest that different types of performances elicit different levels of these impacts.

An unexpected outcome of the New Victory Research indicates that children who engaged with the performing arts in a three-year program exhibited a more optimistic outlook toward their future than peers who did not. These children can imagine different futures—ones that include attending college. Speaking metaphorically, **young people discover and develop hope through the performing arts.**

New Victory’s results add to a growing body of research on the impact of arts field trips. Studies by Dr. Jay P. Greene (Department of Education Reform at the University of Arkansas) and his team shows that seeing live theater offers significant educational benefits to school-age children⁷, including a stronger command of the plot and vocabulary of those plays. (Students randomly assigned to watch a movie of the same or related content did not experience these benefits). He is leading a large-scale study with the Woodruff Arts Center on the impact of arts field trips across multiple art forms. An unexpected outcome of that study found that students who received multiple arts field trips experienced significantly

5 Maliekal, L.B., Boddie, C.J., Palmer Wolf, Dannie, and Holochwost, Steven J. (2019) Theaters for Learning: The NEW VICTORY THEATER SPARK Program in M. Finneran, M. Anderson (Eds.) Ed Finneran, Michael, Anderson, Michael (Eds.) *Education and Theatres: Beyond the Four Walls*. 195-207.

6 Palmer Wolf, Dannie, and Holochwost, Steven J. WolfBrown, (2019) New Victory Intrinsic Impact of Live Performance on Young Audience. (Forthcoming Publication in Review).

7 Greene, J. P., Erickson, H. H., Watson, A. R., & Beck, M. I. (2018). The Play’s the Thing: Experimentally Examining the Social and Cognitive Effects of School Field Trips to Live Theater Performances. *Educational Researcher*, 47(4), 246-254.

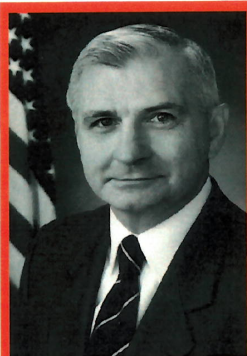
greater gains on their standardized test scores (Math and ELA) after the first year than the control students.⁸ Similarly, a recent NEA-funded study⁹ by Dr. Daniel H. Bowen at Texas A&M University and Dr. Brian Kisida at the University of Missouri examined Houston's Arts Access Initiative, finding that a substantial increase in arts educational experiences, including theater field trips and in-school performances from professional artists, has remarkable impacts on students' academic, social, and emotional outcomes. Relative to students assigned to the control group, treatment school students experienced reductions in disciplinary infractions, higher standardized writing scores, and an increase in their compassion for others.

This body of research suggests that seeing live theater offers children a range of demonstrated benefits that enrich their social and emotional growth, support their school engagement, and develop their ability to imagine the future. In developing a child's ability to understand the lives of others, and fostering a deeper sense of compassion and tolerance, theater also provides essential developmental tools for the adult they will become. Exposure to live theater impacts the success of young people today, while shaping their future as a more self-aware, compassionate, and empathetic generation of leaders and citizens.

Conclusion

Seeing live theater offers children a range of demonstrated benefits that enrich their social and emotional growth, support their school engagement, and develop their ability to imagine the future. In developing a child's ability to understand the lives of others, and fostering a deeper sense of compassion and tolerance, theater also provides essential developmental tools for the adult they will become. Exposure to live theater impacts the success of young people today, while shaping their future as a more self-aware, compassionate, and empathetic generation of leaders and citizens.

Children across the country should be introduced to the live performing arts as early as possible, ideally prior to the age of eight. They should be exposed to a range of performing arts, both within their school day and with their families. Children should be provided opportunities to engage with and further explore the theater they see on stage, ideally before and after the show. Engagement led by teaching artists will amplify the impact of the experience of theater-going. Artists and theater organizations should be supported in every community to ensure that as many children as possible have access to the performing arts.



Testimonial: Senator Jack Reed

"As a high school student in 1966, I was one of the kids who benefitted from NEA-funded Project Discovery. It gave me the chance to experience live theater, to see a performance of *Richard III* on stage, and that opened my eyes to a world of possibility. Thanks to Senator Pell's vision, Project Discovery and other NEA initiatives continue to inspire generations of young people."

Senator Jack Reed, the senior U.S. Senator from Rhode Island.

8 Greene, J. P. (2018). [An Unexpectedly Positive Result from Arts-Focus Field Trips](#). Brookings Brown Center Chalkboard.
9 Kisida, B., Bowen, D. H. (2019). [New Evidence of the Benefits of Arts Education](#). Brookings Brown Center Chalkboard.



North Carolina Arts Council
Fifty years of leadership

D. Reid Wilson
Secretary

Roy Cooper
Governor, State of
North Carolina

TO: North Carolina Arts Council Grantees
FROM: Jeff Bell, Executive Director
SUBJECT: Notification of Grant Funding for 2022-23
DATE: August 2022

I'm very pleased to inform you that your organization has been awarded grant funding from the North Carolina Arts Council. After such a difficult couple of years, it is heartening to have positive news from the N.C. General Assembly: our \$1 million increase to the Grassroots Arts Program was made recurring in the final state budget, and \$7.5 million of our state appropriated ARPA funds are available for disbursement this year. These resources will be put to excellent use by organizations and artists throughout the state as we all come out of the pandemic and catch our stride.

The instructions for completing your contract are attached to this email. Additional forms and materials you will need for managing your grant award are located on our website at www.ncarts.org. Please note the following:

- Our veteran grantees will be delighted to know that you no longer have to submit a hard copy of the notarized "No Overdue Tax Form," a scanned copy can now be emailed.
- Americans for the Arts (AFTA) launched the sixth iteration of its Arts and Economic Prosperity study (AEP6) in May. The study's purpose is to measure the economic impact of the nonprofit arts and culture industry nationwide. The Arts Council is once again the statewide partner for the study, coordinating with local partners across the state to carry out successful data collection. Thanks to our local partners who are working to collect audience-intercept surveys at arts events in their communities. AFTA will send an organizational survey to round out data collection for the study – be on the lookout for the survey and please take the time to complete it.
- The Arts Council has several new staff members, including myself. We encourage you to reach out to get to know our team. Our contact information is found at www.ncarts.org/staff-directory.

We hope that throughout the year you will continue to make your legislators and fellow citizens aware of all the great work you do and why the North Carolina Arts Council is important to your organization and to our state. Congratulations on your grant, and we wish you all the best in the coming year.



North Carolina Arts Council
Fifty years of leadership

Street Address
109 East Jones Street
Raleigh, NC 27601
919.814.6514

Mailing Address
North Carolina Arts Council
Department of Natural &
Cultural Resources
4632 Mail Service Center
Raleigh, NC 27699-4600

Martha R Vandergriff, Family and Educational Programming Coordinator
Town of Clayton
111 E 2nd St
Clayton, NC 27520-2459

September 6, 2022

GRANT AWARD LETTER
FISCAL YEAR 2023

Please read the enclosed Instruction page.

Grant Category	Spark the Arts
Awarded	\$12,683.00
Start Date	July 1, 2022
End Date	June 30, 2023
NCAC Report Due	July 31, 2023
Project Title	Provide arts programming and performances to promote new engagement opportunities with family audiences.

Stipulations

Revised Budget Needed?	Yes		
Grant Number	FY2023-93699		
SER ID	50956		
Fiscal Agent			
Federal Tax ID	56-6001203	Fiscal Year End	630
Source of Funds	Federal Funds		GOV-Basic Fed Arts

CFDA#

Staff Contact	Kathleen Collier, Arts in Education Director & Accessibility Coordinator 919-814-6515
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Payment Questions	Grants Manager 919-814-6514
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Governmental



North Carolina Arts Council
Fifty years of leadership

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109 East Jones Street
Raleigh, NC 27601
919.814.6514

Mailing Address
North Carolina Arts Council
Department of Natural &
Cultural Resources
4632 Mail Service Center
Raleigh, NC 27699-4600

Contract

This Contract is hereby entered into by and between the North Carolina Department of Natural and Cultural Resources, North Carolina Arts Council (Agency) and the following Grantee (referred to collectively as the 'Parties'). The Grantee's federal tax identification number is found in the Grant Award Letter(s).

Town of Clayton

Contract Documents: This Contract consists of the following documents:

- (a) Grant Award letter(s) (Attachment A)
FY2023-93201 --Technical Assistance \$2,500.00
FY2023-93699 --Spark the Arts \$12,683.00
- (b) Grantee Instructions (Attachment B)
- (c) The NC Arts Council grant application form containing the scope of services, budget, and project narrative (Attachment C - available at www.NCArts.org)
- (d) Grantee Requirements (Attachment D - available at www.NCArts.org)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

The awarding of this grant is subject to allocation and appropriation of funds to the Agency for the purposes set forth in the Contract (Grant Award letter(s) and the grant application form containing the scope of services, budget, and project narrative).

Governmental

General Terms and Conditions

This Contract is hereby entered into by and between the North Carolina Department of Natural and Cultural Resources, NC Arts Council (the "Agency") and Town of Clayton (the "Grantee") (referred to collectively as the "Parties").
The Grantee's federal tax identification number is 56-6001203.

This Contract consists of the following documents:

- 1) The General Terms and Conditions
- 2) Grantee Award Letter(s) (Attachment A)
- 3) Grantee Instructions (Attachment B)
- 4) Grant Application (Attachment C, available at www.NCArts.org)
- 5) Notice of Certain Reporting and Grantee Requirements (Attachment D, available at www.NCArts.org)
- 6) State Grant Certification – No Overdue Tax Debts form (Attachment E)
- 7) Model Conflict of Interest (Attachment F)

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

DEFINITIONS

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

"Agency" means the North Carolina Arts Council.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TERMS AND CONDITIONS

1. **Choice of Law:** The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the Parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.
2. **Independent Contractor:** The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

3. **Key Personnel:** The Grantee shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Agency's Contract Administrator. The individuals designated as key personnel for purposes of this Contract are those specified in the Grantee's proposal.
4. **Assignment:** No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:
 - (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
 - (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all contract obligations.
5. **Beneficiaries:** Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the Parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.
6. **Indemnification:** The Grantee shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Grantee in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Grantee provided that the Grantee is notified in writing within 30 days that the State has knowledge of such claims. The Grantee represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of Grantee goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.
7. **Termination by Mutual Consent:** The Parties may terminate this Contract by mutual consent with 60 days notice to the other Party, or as otherwise provided by law. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract shall, at the option of the Agency, become its property. If the Contract is terminated by the Agency as provided herein, the Grantee shall be paid for services satisfactorily completed, less payment or compensation previously made.
8. **Termination for Cause:** If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined.

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

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

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

9. **Waiver of Default:** Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the Contract.
10. **Availability of Funds:** The Parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.
11. **Force Majeure:** Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
12. **Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
13. **Copyrights, Ownership and Licensing of Deliverables:** All deliverable items produced pursuant to this Contract shall be the exclusive property of the Grantee, including all rights, title and interest in the deliverable items, whether they arise in intellectual property or otherwise.

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

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

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

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

14. **Compliance with Laws:** The Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority.
15. **Equal Employment Opportunity:** The Grantee shall comply with all federal and state laws relating to equal employment opportunity. The Grantee shall take affirmative action in complying with all federal and state requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability. By signing this Agreement, the Grantee certifies its compliance with Title VI Civil Rights laws, and that it will cooperate in demonstrating compliance as may be required by the US Treasury. Further information on North Carolina's duties may be found in Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406).
16. **Access to Persons and Records:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with N.C.G.S. 147-64.7. The Grantee shall retain all records for a period of five years following completion of the contract. Additionally, the Agency and the North Carolina Office of State Budget and Management shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.
17. **Record Retention:** Records shall not be destroyed, purged or disposed of without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the Contract is subject to Federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.
18. **Amendment:** This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.
19. **Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.
20. **Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.
21. **Travel Expenses:** Travel expenses shall not be reimbursed in the performance of this Contract. If travel is necessary in the performance of this Contract, it shall be included in the approved project budget and narrative.

22. **Sales/Use Tax Refunds:** If eligible, the Grantee and all subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.
23. **Entire Agreement:** This Contract and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the offeror's proposal are incorporated herein by reference as though set forth verbatim. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
24. By Executive Order 24, issued by Governor Perdue, and N.C.G.S. §133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor) to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:
- (1) have a contract with a government agency; or
 - (2) have performed under such a contract within the past year; or
 - (3) anticipate bidding on such a contract in the future.

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

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

25. **Effective Period:** This Contract shall be effective upon signature by all Parties to this Contract and shall terminate upon final expenditure of all funds and submission of all reports as required by law.
26. **Grantee's Duties:** The Grantee shall complete and return any applicable revised budget page(s) and this Contract. If the grant is being paid with Federal funds, then the Grantee must also complete and return **Cash Request** form(s) at the appropriate time.

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

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

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

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

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

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

34. **Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Agency:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Agency: North Carolina Arts Council Mail Address: 4632 Mail Service Center City, State, Zip: Raleigh, NC 27699-4600 Telephone: 919-814-6514	Agency: North Carolina Arts Council Street Address: 109 East Jones Street City, State, Zip: Raleigh, NC 27601

For the Grantee:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name/Title: Martha Vandergriff / Family & Educational Program Manager Company Name: Town of Clayton Mail Address: PO Box 879 City, State, Zip: Clayton, NC 27528 Telephone: (919) 553-3152 Fax: 919-553-8919 Email: mvandergriff@townofclaytonnc.org	Name/Title: Martha Vandergriff / Family & Educational Pr Company Name: Town of Clayton Street Address: 111 E Second Street City, State, Zip: Clayton, NC 27520

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

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

Town of Clayton

Name of Organization

DocuSigned by:
Martha Vandergriff
8505817FAB444F...

9/10/2022

Signature of Authorizing Official

Date

Martha Vandergriff

Family & Educational Prog Co

Printed Name

Title

[CORPORATE SEAL] – (optional)

Name of Fiscal Agent Organization (if using one): _____

Signature of Authorizing Official

Date

Printed Name

Title

North Carolina Arts Council

DocuSigned by:
Vicki Vitiello
85A9F0E1C6B4387D...

9/14/2022

Victoria Vitiello, Director of Operations and Arts Learning

Date



North Carolina Arts Council
Fifty years of leadership

Jeff Bell
Executive Director

D. Reid Wilson
Secretary

Roy Cooper
Governor, State of
North Carolina

9/27/2022

Memorandum

To: Spark the Arts grantees

From: Tanya McGuire, Grants Manager

Re: Addendum I to your Spark the Arts General Terms and Conditions agreement

The source of funds for your Spark the Arts grant have changed from Basic Federal funding to "ARPA-State Fiscal Recovery Funds." These funds require different reporting requirements that are laid out in the attached Addendum I.

Please see Addendum I on the following page, and initial that you are in receipt of this addendum and understand that it is part of your Spark the Arts grant contract.

Addendum I

If the "Contract Award Letter" identifies the source of funds for your grant as **STATE FISCAL RECOVERY FUNDS (ARPA)**, the following information pertains to the administration of your award:

Authorization. This Award Agreement applies to federal Coronavirus State Fiscal Recovery Funds authorized in section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2, awarded to North Carolina, and appropriated in North Carolina by the 2021 Appropriations Act, S.L. 2021-180. Later legislation may modify these appropriations such as by technical corrections in S.L. 2021-189.

Reporting Thresholds. STATE FISCAL RECOVERY FUNDS (ARPA) that are granted by the North Carolina Arts Council are subject to state reporting requirements. Grantees shall comply with all rules and reporting requirements established by state statute or administrative rules. [as detailed in SUBCHAPTER 03M – UNIFORM ADMINISTRATION OF STATE AWARDS OF FINANCIAL ASSISTANCE [subchapter 3m rules.pdf \(state.nc.us\)](#)] For convenience, the requirements are set forth here:

There are three reporting levels established for grantees and subrecipients receiving state financial assistance. Reporting levels are based on the level of state financial assistance from all funding sources. The reporting levels are:

- (1) Level I – A grantee or subrecipient that receives, holds, uses, or expends state financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year.
- (2) Level II - A grantee or subrecipient that receives, holds, uses, or expends state financial assistance in an amount of at least twenty-five thousand (\$25,000) or greater, but less than five hundred thousand dollars (\$500,000) within its fiscal year.
- (3) Level III – A grantee or subrecipient that receives, holds, uses, or expends state financial assistance in an amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year.

Reporting requirements for grantees that meet the following reporting standards on an annual basis:

- (1) All grantees and subrecipients shall provide a certification that state financial assistance received or held was used for the purposes for which it was awarded.
- (2) All grantees and subrecipients shall provide an accounting of all state financial assistance received, held, used, or expended.
- (3) Level II and III grantees and subrecipients shall report on activities and accomplishments undertaken by the Grantee, including reporting on any performance measures established in this Award Agreement.
- (4) Level III grantees and subrecipients shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (also known as the Yellow Book).

All reports shall be filed with the Agency in the format and method specified by the Agency no later than three months following the end of the Grantee's fiscal year. Audits must be provided to the funding Agency no later than nine months following the end of the Grantee's fiscal year. The Grantee shall use the reporting package forms provided by the Agency in making and submitting reports to the Agency.

Unless prohibited by law, the costs of audits made in accordance with the provisions of this Award Agreement shall be allowable charges to state and federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2 CFR Part 200. The cost of any audit not conducted in accordance with this Award Agreement shall not be charged to state awards.

Notwithstanding the provisions of this Award Agreement, a grantee may satisfy the reporting requirements of this Award Agreement by submitting a copy of the report required under federal law with respect to the same funds.

Received and acknowledged

Initialed 

Name Martha Vandergriff

Organization Town of Clayton

Date 9/28/2022

GRANTEE INSTRUCTIONS FOR GOVERNMENTAL ORGANIZATIONS



GET IN TOUCH WITH US

- 🌐 Bookmark the Grants Dashboard for all your grants needs

www.ncarts.org/grants-dashboard

- @ Grants office email
ncac.grantsoffice@ncdcr.gov

- 📞 Phone numbers

Tanya McGuire (919) 814-6514
Barbette Hunter (919) 814-6507

- 👤 Staff contacts
www.ncarts.org/grant-application-resources-and-assistance

Award notifications come via email and will include this instructional document and a grant award letter. General terms & conditions are sent separately via DocuSign. All documents should be carefully reviewed to note any stipulations.

COMPLETE YOUR GRANT CONTRACT & DOCUMENTATION

To receive your funds you must submit all listed documents. You will receive General Terms & Conditions via DocuSign; **all other documents must be emailed to the Grants Office (unless otherwise noted).**

- ☐ General Terms & Conditions (via DocuSign)
- ☐ A signed and dated (this year) [NC substitute W9 form](#)
- ☐ A completed [accessibility checklist \(via Microsoft forms\)](#)
- ☐ A revised budget IF INDICATED on your Grant Award letter; submit through GO Smart and email PDF to staff contact (NOT grant office)



If you are not able to implement the project you proposed at the grant amount awarded, let us know immediately by contacting the person listed under "Staff Contact" on the grant award letter.

PAYMENT PROCEDURES

! No grant funds will be issued until all required documents are received.

FEDERALLY FUNDED GRANTS

If "Source of Funds" on grant award Letter lists "Federal Funds," you must complete a [Cash Request Form](#) to receive your payments. One form should be submitted for each month's expense until the entire grant amount has been requested. If you can anticipate a schedule of cash needs, you may prepare several forms and submit all at once. Email forms to the Grants Office.

\$ To receive electronic payments, submit the [Electronic Payment Form](#). Otherwise, you will receive a check in the mail.

Note: You do not need to fill this out if you have already done so unless your banking information has changed.

FISCAL AGENTS

The following only applies if you are using a fiscal agent:

- Fiscal agents will submit a separate set of required documents corresponding to their organization type.
- Payment will be issued to the fiscal agent.

RETURN UNSPENT FUNDS BY DEADLINE

 By **April 1st**, you must inform the staff if you will not be able to spend all your grant funds.

 Unspent funds should be returned as soon as possible and no later than **May 31st**.

If your unspent grant funds are returned after this deadline you may not be eligible to receive grant funds during the next fiscal year.

KEEP STAFF INFORMED OF PROJECT ACTIVITIES AND CHANGES

You must keep your staff contact(s) informed about your project activities. Add them to your mailing lists to receive season brochures and event notices. For evaluation and monitoring purposes, please provide tickets and admissions to appropriate staff when requested so that they may attend funded performances, exhibitions, and events.

If you need to revise the description or budget of your funded project by more than 10% of the total award, you must submit a written request in advance. Discuss any revisions with your staff contact *before* submitting a written request.

N.C. ARTS COUNCIL MESSAGING REQUIRED ON ALL PUBLICITY MATERIALS

All grant recipients are required to prominently display the North Carolina Arts Council logo with tagline on-site at funded events and in all digital and printed publicity materials. Logos can be downloaded from our [website](#).

The following credit lines must also be displayed on all digital and printed publicity materials:

State funds

This project was supported by the North Carolina Arts Council, a division of the Department of Natural and Cultural Resources.

Federal funds

This project was supported by the North Carolina Arts Council, a division of the Department of Natural and Cultural Resources, with funding from the National Endowment for the Arts.

OR you may use the NEA logo* and the following:

This project was supported by the North Carolina Arts Council, a division of the Department of Natural and Cultural Resources.

*Please remember to remove the NEA logo and tagline from your materials and website at the completion of the project.

WRITE YOUR LEGISLATORS

All grantees are required to write their [state legislators](#) to thank them for appropriating funds for their grants and to inform them of project activities and community impact. Copies of your letters must be included with your final report. We hope you will also invite legislators to attend performances, exhibitions, and other project-related activities.

SUBMIT FINAL REPORT BY THE DEADLINE SHOWN ON YOUR AWARD LETTER

All grantees must complete final reports; submit through GO Smart and email a copy with **ONE** signature to Grants Office.



North Carolina Arts Council
www.NCArts.org

Street Address
109 East Jones Street
Raleigh, NC 27601
919.814.6514

Mailing Address
North Carolina Arts Council
Department of Natural &
Cultural Resources
4632 Mail Service Center
Raleigh, NC 27699-4600

CASH REQUEST

Cash Requests must be in the North Carolina Arts Council Grants Office **by the 15th of the month for payment during the next month**. You may request an advance for the next calendar month's anticipated grant expenditures, or you may be reimbursed for actual grant expenditures.

Payment will be sent after the first of the next month.

You do not need to email this form; your DocuSign submission sends to the grants office.

Name of Grantee Organization Town of Clayton
Mailing Address PO Box 879
City Clayton State NC Zip Code 27528
Day Phone area code () number 919-553-3152
Grant Number (from contract) FY2023-93699
Month(s) Covered by This Request October 2022 - January 2023
Amount of Request \$ 12683

Certification

I certify that to the best of my knowledge these grant funds will be spent in accordance with the conditions of the grant contract and by the end of the month indicated above. If not spent by such time, I understand that the balance of the funds must be returned to the North Carolina Arts Council unless prior approval to extend the expenditure period has been obtained.

DocuSigned by:
Martha Vandergriff 9/27/2022
Signature of Authorizing Official for Grantee Organization Date
Martha Vandergriff Family & Educational Prog Co
Typed Name and Title

**RESOLUTION OF SUPPORT
OF THE 2022 SCHOOL BOND REFERENDUM**

WHEREAS, Johnston County is the fastest growing county in North Carolina and the 9th fastest growing county in the nation; and

WHEREAS, right now in our Johnston County Public Schools, we have 186 mobile classrooms; 72% of our schools are at or over capacity; and

WHEREAS, Johnston County Public Schools currently has an enrollment of more than 37,000 and remains the second fastest growing district in the state. Each year its student population increases by almost 700 students, and the passing of this bond will fund new schools and safety and security upgrades for all schools; and

WHEREAS, Johnston Community College serves more than 15,000 students and has significant infrastructure needs that will only grow over time. The college's portion of the bond will help pay for a new engineering building to house the college's growing engineering program; and

WHEREAS, this bond will provide \$61 million for Johnston County Public Schools and \$15 million for Johnston Community College for much needed improvements, expansions, and additions. The passing of this bond will allow Johnston County to finance the cost of the listed projects over a long period of time without a tax increase; and

WHEREAS, on Tuesday, August 9th, 2022, Johnston County Board of Education approved a \$177 million dollar bond referendum as a proposal for voter approval; and

NOW THEREFORE BE IT RESOLVED the Clayton Town Council wishes to express their support and urge Clayton residents to take the time to learn more and vote on November 8, 2022 in favor of this important bond.

Duly adopted this 17th day of October, while in regular session.

Jody L. McLeod
Mayor

ATTEST:

Heidi L. Holland, CMC, NCCMC
Town Clerk