Town of Clayton
Regular Town Council Meeting Agenda
Tuesday, September 7, 2021 @ 6:00 PM
Council Chambers

THE PUBLIC MAY VIEW THE LIVE COUNCIL MEETING ON THE TOWN'S YOU TUBE CHANNEL:
https://www.youtube.com/channel/UCwz_EIU1ENyy7BkFsqmWYzQ

BELOW PLEASE FIND ADDITIONAL INFORMATION REGARDING PROCEDURES FOR IN-PERSON MEETINGS:

- **ALL persons attending must wear a mask.**
- **We will be following proper social distancing at all times.**
- **All council/board members will be socially distanced in the council chambers and wearing face masks.***
- **All staff and visitors will be socially distanced while within the council chambers. Face masks will be worn.***
- **Hand sanitizer will be available, both in the lobby and council chambers.**
- **Podium/microphone will be sanitized after each speaker.**

Masks may be lowered when speaking.

1. CALL TO ORDER

Pledge of Allegiance and Invocation

2. ADJUSTMENT OF 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. Draft Minutes
- August 16, 2021

August 16 2021 DRAFT Minutes

b. Utility Relocation Agreement - Shotwell @ US 70
Cover
Agreement
Johnston County Agreement Exhibit A
Johnston County Agreement Exhibit C
Estimate
NC DOT Letter

c. Resolution for Retirement of K-9 Abel
Resolution # 2021-39

d. Warranty Acceptance
- The Villages at Little Creek, Phase 2
- RWAC, Badger Pass Phase 7A & 7B, Street & ROW Warranty

Warranty Acceptance The Village at Little Creek, Phase 2
RWAC, Badger Pass Phase 7A & 7B, Street & ROW Warranty

e. Big Read Proclamation
Proclamation

f. Constitution Week Proclamation
Proclamation

POTENTIAL ACTION: Adoption of Consent Agenda as Presented

4. ADMINISTRATIVE ITEMS

5. INTRODUCTIONS AND SPECIAL PRESENTATIONS

a. Presentation of Big Read Proclamation
Presented To: Joy Garretson - Library Director and Members of Friends of the Library & Library Advisory Board

b. Presentation of Constitution Week Proclamation
Presented To: Cynthia Lescault - Constitution Week Chair, National Society Daughters of the American Revolution

c. Employee Introductions
Presenters: Joe Pitt - Fleet Services Superintendent; Matt Lorion - Parks & Recreation Superintendent; Greg Tart - Police Chief; Rich Cappola - Interim Town Manager and Lee Barbee - Fire Chief/Interim Deputy Town Manager

- Hunter Johnson - Fleet Maintenance Mechanic
- Lauren Lambert - Marketing & Events Coordinator
- Kelly Young - Recreation Support Specialist
- Vernon Hanchey - Police Officer
- Patrick Crocitto - Police Officer
- Dylan Simpson - Police Officer
- Jeffery Demarest - Police Officer
- Kenya Wall - HR Director
- Ben Howell - Planning Director

d. Life Saving Award - Police Officer Ashton Anderson
Presenter: Greg Tart, Police Chief

e. Introduction of Two New Police Canines
Presenter: Greg Tart, Police Chief
- Tim
- Titan

f. Presentation of Retirement Resolution
Presented To: Greg Tart - Police Chief & Jamie Brantley - Police Officer
- Police Canine - Abel

6. PUBLIC HEARINGS

a. 2020-103-PDD - Lumen - Rezoning
Presenter: Planning Department

POTENTIAL ACTION: Continue to October 4, 2021

b. 2020-104-SD - Lumen
Presenter: Planning Department

POTENTIAL ACTION: Continue to October 4, 2021

c. Economic Development Incentive Agreement - Lumen
Presenter: Planning Department

POTENTIAL ACTION: Continue to October 4, 2021

d. 2020-97-RZ - Champion East - Rezoning
Presenter: Planning Department
Cover
Application
Staff Report Map
Neighborhood Meeting
Survey
Adj Property Owner Letter
Newspaper Ad
Staff Report
Consistency & Reasonableness Statement
Motion Form
Ordinance

POTENTIAL ACTION: Adoption of Ordinance #2021-09-01

e. 2021-71-RZ - Johnston Prep Charter HS - Rezoning
Presenter: Planning Department
Application
Neighborhood Meeting Material
Site Plan
Building Rendering
Planning Board Adj Property Letter
Town Council Adj Property Letter
Newspaper Ad
Staff Report Map
Staff Report
Motion Form
Ordinance #2021-09-02

POTENTIAL ACTION: Adoption of Ordinance #2021-09-02

f. 2021-72-ANX - Johnston Prep Charter HS - Annexation
Presenter: Planning Department
Cover
Application
Conditions of Approval
Survey
Newspaper Ad
Ordinance #2021-09-03

POTENTIAL ACTION: Adoption of Ordinance #2021-09-03

g. 2021-96-OA - Text Amendment - Reduced Downtown Parking Requirements
Presenter: Planning Department
Cover
Application
Staff Report
Proposed Text Amendment
Ad
Motion Form
Ordinance #2021-09-04

POTENTIAL ACTION: Adoption of Ordinance #2021-09-04

7. OLD BUSINESS

a. Amend Design-Build Contract - WWTF
Presenter: Rich Cappola, Interim Town Manager
Cover
Gannett Flemming Amendment No.1 (9-2-2021)
Exhibit A for Amendment 1
Project Execution Approach Change

POTENTIAL ACTION: Authorize Staff to Execute Amendment

b. Interlocal Agreement - Fire Protection
Presenter: Lee Barbee, Fire Chief
Cover
Town of Clayton Information Request
Johnston County Information Response
2021 Interlocal Agreement for Fire Protection Services

POTENTIAL ACTION: Authorize Staff to Execute Agreement

8. NEW BUSINESS

9. STAFF REPORTS

a. Town Manager

b. Town Attorney

c. Town Clerk

d. Other Staff

10. OTHER BUSINESS

a. Informal Discussion & Public Comment

b. Council Comments

11. CLOSED SESSION

a. Closed Session Pursuant to NCGS 143.318.11.(a)(4)

12. ADJOURNMENT

Quasi-Judicial (evidentiary) – These hearings are different from other public hearings in that they resemble a court hearing where testimony is presented and the Town Council acts like a court of law. During evidentiary hearings, the Town Council receives only sworn testimony and

other credible evidence. In addition, the Town Council must make findings of fact based upon the evidence presented. Citizens may give testimony in an evidentiary hearing after they have taken an oath.

Town of Clayton
Regular Town Council Meeting Minutes
Monday, August 16, 2021 @ 6:00 PM
Council Chambers

COUNCIL PRESENT:
Mayor McLeod
Mayor Pro Tem Thompson
Council Member Holder
Council Member Grannis
Council Member Bunn
Council Member Everett

STAFF PRESENT:
Dolores Gill, D/Town Manager
Lee Barbee, Fire Chief & Interim D/Town Manager
Jim Cauley, Town Attorney
Kimberly Moffett, Town Clerk
Ben Paynter, Planner
Shaun Mizzell, Procurement & Contract Manager
Liz Jernigan, Administrative Coordinator
Amy Shearin, Emergency Services Coordinator
Matt Sutphin, D/Fire Chief
Robert McKie, Finance Director
Nathaniel Shelton, Communication Director

COUNCIL ABSENT:

1 CALL TO ORDER

Pledge of Allegiance and Invocation

a) Mayor McLeod called the meeting to order at 6:01 p.m. He led everyone in the Pledge of Allegiance as well as offering the Invocation.

2 ADJUSTMENT OF THE AGENDA

a) It was requested that the agenda be adjusted to include the following:

- Removal of Items 3a & 3c from Consent and place them as Items 8e & 8f under New Business
- Addition of Old Business Item 7d - FEMA Assistance & Firefighter Grant
- Addition of Old Business Item 7e - Proclamation - Kendra "Keni" Harrison Day
- Addition Under Staff Reports - "Keni" Harrison Parade Update & Concert Update

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) ~~Certification of Sufficiency - 2021-72-ANX~~
- ~~Johnston Prep High School~~

b) Final Acceptance
- Highgate Subdivision - Phase 2

c) ~~Resolution to Set Public Hearing for September 7, 2021~~
- ~~2021-72-ANX - Johnston Prep High School~~

d) Budget Amendment - Joint Venture and Use Agreement w/ Johnston County Board of Education

e) DRAFT Minutes
- August 2, 2021 - Regular Session

ACTION: Adoption of Consent Agenda as Presented

Motion: Council Member Holder
Second: Council Member Everett
Vote: Unanimous

4 ADMINISTRATIVE ITEMS

5 INTRODUCTIONS AND SPECIAL PRESENTATIONS

a) Clayton Chamber of Commerce Annual Update
Presenter: Melissa Oliver, Board Chair of Chamber of Commerce

Ms. Oliver was present and offered her thanks to the Chamber Board members who were in attendance. She spoke about the great collaboration between the Chamber staff and Town staff. Provided was a copy of the 2021 Legislative Agenda. Ms. Oliver requested the continuity of support from the town. She shared details about two new programs: Launch Johnston County and STEP. She also spoke about the support to increase the talent pipeline for businesses and industries through initiatives such as JOCO works and the development of a workforce development study for Johnston County. Also shared were details regarding the long-standing Harvest Festival and the desire to capture additional statistics about the event. Numerous additional projects were shared. Spoke about Small Business Grant funding of $27,000 that helped numerous small businesses during COVID last year.

Mayor Pro Tem Thompson offered his thanks for the support of the Chamber and shared how happy the town was to part of the Small Business Grant opportunity and all the wonderful work being done by the Chamber.

Council Member Grannis spoke about the current great relationship between the Chamber and the Town. He stated he was very excited about Launch JOCO. He offered his thanks to the board, chamber staff and chamber members.

Mayor McLeod spoke about what a great resource the Chamber of Commerce is. He offered his thanks and appreciation for the outstanding leadership. He shared how wonderful the Clayton 101 Tour is.

6 PUBLIC HEARINGS

a) 2021-54-RZ - Landmark Industrial Light Building

Presenter: Ben Paynter, Planner

Mr. Paynter was present and shared details about this item. He stated request is to rezone from Planned Development Commercial to Light Industrial. The total property size is 24.81 acres. Current use is vacant, and the property is located at Shotwell Road and City Dump Road.

A map showing surrounding zoning areas was shared. He stated the proposed zoning would allow for numerous industrial uses.

Mr. Paynter stated the proposed use is consistent with existing uses along Shotwell Road. Future Land Use and Comp plan designates the parcel as community mixed used.

Staff recommended approval as did the Planning Board.

Council Member Grannis confirmed the Future Land Use Map would allow for this use.

Mr. Williams, applicant, was present and shared details about the project. He stated there were no objections from adjacent property owners regarding this requested proposal. He stated this project would be a $22 million investment.

Council Member Grannis asked about potential number of employees. Mr. Williams stated at this time since there is no confirmed end user. that number can't be confirmed but it was anticipated approximately 200. Council Member Grannis also questioned applicant response to AM/PM trips. Mr. Williams stated a full TIA would be completed at time of project.

With there being nothing further, the public hearing was closed at 6:31 p.m. and turned over to Council for their deliberation.

Mayor Pro Tem Thompson reminded this was hearing was strictly for the rezoning.

ACTION: Adoption of Ordinance #2021-08-02

Motion: Mayor Pro Tem Thompson
Second: Council Member Grannis
Vote: Unanimous

7 OLD BUSINESS

a) Facility Condition Assessment
Presenter: Dolores Gill, Deputy Town Manager

Ms. Gill provided details regarding a Comprehensive Assessment of all town owned facilities. A copy of all assessments was provided to council.

Ms. Gill stated assessment was completed by Jacobs Engineering and included architectural, mechanical, electrical, plumbing, ADA, roofing, and safety checks. A team of professionals were on site for 3 days.

With regarding to next steps, Ms. Gill stated first up would be to prioritize correction of identified deficiencies, create operational budget development and capital budget planning. She stated that both ADA and the Clayton Auditorium would make up the greatest number of items that would be included in priorities.

Council Member Bunn asked about listing of each individual item. Ms. Gill stated there was a spreadsheet that was provided by Jacobs. She stated the costs would need to be updated as we work into the future.

Mayor offered his thanks and stated this is a great plan to move us forward.

b) Resolution Awarding Design Build for Municipal Park
Presenter: Shaun Mizzell, Procurement & Contracts Manager

Mr. Mizzell stated provided background details for the Design Build for Municipal Park. Background information include that on June 23 an RFQ issued, on July 15 a total of 8 proposals were received and evaluated, and from those 8 proposals a short list was created a total of 4 teams were interviewed. Following all interviews, the interview selection team selected Balfour. Mr. Mizzell stated that negotiation on the contract took place was fair to both parties. Mr. Mizzell further added that a supplemental agreement would be forthcoming at the start of Phase 1. He also stated that costs would be reimbursed through Bond sale.

Staff requested authorized for town manager to execute contract.

Mayor Pro Tem Thompson offered thanks for informative presentation.

ACTION: Adoption of Resolution #2021-35

Motion: Council Member Grannis
Second: Mayor Pro Tem Thompson
Vote: Unanimous

ACTION: Adopt Ordinance #2021-08-03

Motion: Council Member Grannis
Second: Council Member Everett
Vote: Unanimous

c) SRF Application/Re-Adoption of Capital Improvement Plan
Presenter: Robert McKie, Finance Director

Mr. McKie provided details and requirement for application and re-adoption of the Capital Improvement Plan. He stated this is the fourth application and further that additional funding was being considered in this application.

ACTION: Adoption of Resolution #2021-36

Motion: Council Member Bunn
Second: Council Member Everett
Vote: Unanimous

d) FEMA Assistance to Firefighter Grant
Presenter: Liz Jernigan, Administrative Coordinator

Ms. Jernigan was present and shared details about FEMA grant recently approved. This grant would allow sprinkler installation in both Fire Stations 1 & 2. It was stated the cost share portion would be just under $8,000. Approval to accept the grant was requested.

ACTION: Approval to Accept Grant

Motion: Mayor Pro Tem Thompson
Second: Council Member Everett
Vote: Unanimous

e) Proclamation Declaring August 24, 2021 as Keni Harrison Day
Presenter: Kimberly Moffett, Town Clerk

Ms. Moffett provided a draft version of a Proclamation that would declare August 24, 2021 as Keni Harrison Day.

ACTION: Adoption of Proclamation

Motion: Council Member Grannis
Second: Mayor Pro Tem Thompson
Vote: Unanimous

8 NEW BUSINESS

a) Special Events Support Policy Update & Clayton Farmers Community Market and Horne Square Policy
Presenter: Amy Shearin, Emergency Services Coordinator

Ms. Shearin was present and shared details about the Special Event Policy. The proposed changes would simplify both the process and policy. Proposed changes clearly define the categories of event and all impacts those events would have on town services. Additionally, the roles of all involved departments have been clarified.

Council Member Grannis offered thanks for the policy update and was very happy to see event categories.

Ms. Shearin provided details regarding Clayton Farmers Community Market and Horne Square Policy agreement.

ACTION: **Adoption of Resolution # 2021-37**

Motion: Council Member Grannis
Second: Council Member Bunn
Vote: Unanimous

ACTION: **Adoption of Resolution #2021-38**

Motion: Council Member Grannis
Second: Council Member Holder
Vote: Unanimous

b) Archer Lodge Fire Department Service Agreement - 4th Amendment
Presenter: **Matt Sutphin, Deputy Fire Chief**

Chief Sutphin provided details about the amendment to the service agreement. He stated there were minor changes made. Approval to have agreement executed was requested.

ACTION: **Authorize Execution of Agreement**

Motion: Mayor Pro Tem Thompson
Second: Council Member Everett
Vote: Unanimous

c) Code of Ordinance Amendment - Chapter 91 - Animals
***Presenter*:** **Greg Tart, Police Chief**

Chief Tart was present and shared details about the proposed changes to Chapter 91 of our Code of Ordinances. He stated this change was the result of a recent incident where a 9-year-old was bitten and hospitalized. He stated that upon his reading the current ordinance, it was determined that the process was not defined. Chief Tart stated he viewed the County ordinance, and it outlined a step-by-step process. He also stated he review the NCGS. The proposed ordinance includes a compilation of both the county ordinance and the NCGS. He further stated at the town attorney had reviewed and approved.

ACTION: **Adoption of Ordinance #2021-08-04**

Motion: Council Member Bunn
Second: Council Member Everett
Vote: Unanimous

d) Real Property Purchase
- **324 E. Horne Street**

Presenter: **Robert McKie, Finance Director**

Mr. McKie provided details regarding budget amendment to purchase above real property that would be utilized for future expansion.

ACTION: Adoption of Ordinance #2021-08-05

Motion: Council Member Bunn
Second: Council Member Everett
Vote: Unanimous

ACTION: Authorize Execution of Agreement to Purchase Property

Motion: Council Member
Second: Council Member
Vote: Unanimous

e) Certification of Sufficiency - 2021-72-ANX

Mayor Pro Tem Thompson recused from voting on both Items 8e and 8f due to a conflict of interest.

ACTION: Adoption of Certification

Motion: Council Member Holder
Second: Council Member Bunn
Vote: Unanimous

f) Resolution to Set Public Hearing for September 7, 2021
2021-72-ANX - Johnston Prep High School

ACTION: Adoption of Resolution #2021-34

Motion: Council Member Bunn
Second: Council Member Everett
Vote: Unanimous

9 STAFF REPORTS

a) Town Manager
Chief Barbee reported that both the HR Director and Planning Director would be starting on August 30, 2021. He also reported that resident that attended previous council meeting with concerns regarding Ashcroft, had been contacted and staff was working with developer and plans had been submitted to work on the change. Additionally, he reported staff has kept resident informed.

b) Town Attorney

c) Town Clerk

d) Other Staff

- Keni Harrison Parade Update
  Presenter: Amy Shearin, Emergency Services Coordinator

Ms. Shearin reports that Tuesday - August 24, 2021 would be declared Keni Harrison Day and further that a parade would be held the same day. Ms. Shearin provided details about the parade that will begin at 6:00 p.m. and shared details about a presentation that would take place outside of the gym at Clayton HS at 7:00 p.m.

Ms. Shearin also shared details about concert this Thursday at Town Square. She stated that all CDC protocols would be followed, and we would be requesting everyone to maintain as much separation as possible.

Mayor McLeod offered his thanks to citizens and felt assured that everyone would take necessary steps to keep everyone safe.

10 OTHER BUSINESS

a) Informal Discussion & Public Comment

b) Council Comments

Mayor stated he was very excited about the parade and very proud of Keni Harrison. Big parade route will allow for social distancing.

11 ADJOURNMENT

a) Adjourn the Meeting

With there being nothing further, the meeting was adjourned at 7:13 p.m.

ACTION: Motion to Adjourn

Motion: Council Member Grannis
Second: Council Member Holder
Vote: Unanimous

Duly adopted this the 7th day of September, 2021 while in regular session.

_____
Jody L. McLeod
Mayor

ATTEST:

_____
Kimberly A. Moffett, CMC, NCCMC
Town Clerk

August 16, 2021
Minutes

Town Council Agenda Cover Sheet

Meeting Date
September 7, 2021

Agenda Location
Consent Agenda

Item Title
W-5704B Shotwell at US 70 - Utility Relocation Agreement

Presenter
Joshua Baird – Engineering Director

Summary/Description
NCDOT is picking back up and preparing for project W-5704B which includes improvements to the Shotwell and US 70 Business intersection. The project is scheduled to be LET in October 2021 and construction should begin late 2021. Town of Clayton has water and sewer infrastructure within the project limits that will be in conflict with proposed improvements and will need to be relocated. Per G.S. 136-27.1, the work is a shared cost with Town of Clayton paying 25% and NCDOT paying 75%. Based on the proposed design, the Town's share will be approximately $46,444 and due upon completion of the complete road project. Staff request approval of the Utility Relocation agreement and authorize Town Manager to execute. Staff do not anticipate payment to be due until winter 2023 but will encumber the funds to verify funds are appropriated and pre-audit can be executed.

Requested Action
Approval/Denial

Funding Source (If Applicable):
N/A

Cost: **Approx. $46,444** **Yes** ☒ **No** ☐

Additional Documents to be Included in Agenda Packet
Cover Letter
Relocation Agreement
UC Plans
Agreement Special Provisions
Cost Estimate

Meeting Timeline
Click or tap here to enter text.

NORTH CAROLINA

JOHNSTON COUNTY

UTILITY CONSTRUCTION AGREEMENT (UCA)

DATE: 8/25/2021

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

AND

WBS Elements: 80074

TOWN OF CLAYTON

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

W I T N E S S E T H:

WHEREAS, the Department has prepared and adopted plans to make certain street and highway improvements under Project W-5704B, in Johnston County, said plans consists of relocating water and sewer lines crossing US 70 at Shotwell road.; Johnston County; said project having a right-of-way width as shown on the project plans on file with the Department's office in Raleigh, North Carolina; and,

WHEREAS, the parties hereto wish to enter into an agreement for certain utility work to be performed by the Department's construction contractor with full reimbursement by the Municipality for the costs thereof as hereinafter set out.

NOW, THEREFORE, it is agreed as follows:

PRELIMINARY ENGINEERING

1. The Department shall use its utility limited service agreement for Project W-5704B, JOHNSTON County.

2. The Municipality shall be responsible for the costs of the Preliminary Engineering Design. The actual cost to the Municipality is $8,509.44 as shown on the attached cost estimate, Exhibit "B". It is understood by both the Department and the Municipality that this is a final cost unless the Municipality requests additional work not covered under this Agreement, or plan review by the

Department and/or Municipality does not properly identify all existing conflicts or Department revises highway plans before or during construction. Under this agreement, the Municipality reserves the right to re-engineer plans due to the Department's plan revisions.

3. Upon the satisfactory completion of the utility construction plans covered under this Agreement, the Municipality shall review and approve the plans, the associated estimated utility construction cost and special provisions to be made part of the Department's roadway contract for highway construction; the Municipality shall release the Department of any future responsibility for the design of the utility construction plans. Said releases shall be deemed to be given by the Municipality upon completion of the plans, estimate, special provisions and acceptance by the Department and [Short Name] for the plans to be made part of the highway roadway contract.

CONSTRUCTION

4. The Department shall place provisions in the construction contract for Project W-5704B Johnston County, for the contractor to adjust and relocate water and sewer lines. Said work shall be accomplished in accordance with plan sheets, attached hereto as Exhibit "A", cost estimate attached hereto as Exhibit "B", and project specific provisions, if applicable, attached hereto as Exhibit "C".

5. The Municipality shall be responsible for water and sewer lines cost as shown on the attached Exhibit "A". The estimated cost to the Municipality is $37,935 as shown on the attached Exhibit "B". It is understood by both parties that this is an estimated cost and is subject to change. The Municipality shall reimburse the Department for said costs as follows:

REIMBURSEMENT TO THE DEPARTMENT – FINAL BILLING

6. The Municipality shall reimburse the Department for said costs as follows:

   A. Upon completion of the utility construction plans, the Department shall submit an invoice to the Municipality for costs incurred. Billing will be based upon the negotiated cost and any supplemental agreements made part of this agreement. Reimbursement shall be made by the Municipality in one final payment within sixty (60) days of said invoice.

B. Upon completion of the highway work, the Department shall submit an itemized invoice to the Municipality for costs incurred. Billing will be based upon the actual bid prices and actual quantities used.

C. Reimbursement shall be made by the Municipality in one final payment within sixty (60) days of said invoice.

D. If the Municipality does not pay said invoice within sixty (60) days of the date of the invoice, the Department shall charge interest on any unpaid balance at a variable rate of the prime plus (1%) in accordance with G.S. 136-27.3.

E. Said interest rate shall be set upon final execution of the Agreement by the Department. The Municipality will be notified of the set interest rate by the Department's approval letter upon receipt of the fully executed agreement.

F. Any cost incurred due to additional utility work requested by the Municipality after award of the construction contract, shall be solely the responsibility of the Municipality. The Municipality shall reimburse the Department 100% of the additional utility cost.

G. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment hereinabove provided, North Carolina General Statute 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to said Municipality by North Carolina General Statute, Section 136-41.1, until such time as the Department has received payment in full.

H. At any time prior to final billing by the Department, the Municipality may prepay any portion of the estimated cost by sending a check with the WBS Element noted to the below address. The Department will provide a final billing based on actual costs, less any previous payments that have been made.

REMITTANCE ADDRESS:
NC Department of Transportation
ATTN: Accounts Receivable
1514 Mail Service Center
Raleigh, NC 27699-1514

7. Upon the satisfactory completion of the relocations and adjustments of the utility lines covered under this Agreement, the Municipality shall assume normal maintenance operations to the said utility lines. Upon completion of the construction of the highway project, the Municipality shall release the Department from any and all claims for damages in connection with adjustments made to its utility lines; and, further, the Municipality shall release the Department of any future responsibility for the cost of maintenance to said utility lines. Said releases shall be deemed to be given by the Municipality upon completion of construction of the project and its acceptance by the Department from its contractor unless the Municipality notifies the Department, in writing, to the contrary prior to the Department's acceptance of the project.

8. It is further agreed that the following provisions shall apply regarding the utilities covered in this Agreement.

   I. The Municipality obligates itself to service and to maintain its facilities to be retained and installed over and along the highway within the Department's right-of-way limits in accordance with the mandate of the North Carolina General Statutes and such other laws, rules, and regulations as have been or may be validly enacted or adopted, now or hereafter.

   J. If at any time the Department shall require the removal of or changes in the location of the encroaching facilities which are being relocated at the Municipality's expense, the Municipality binds itself, its successors and assigns, to promptly remove or alter said facilities, in order to conform to the said requirement (if applicable per G.S. 136-27.1), without any cost to the Department.

9. The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

10. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

11. 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, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

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

L.S. ATTEST:

BY: _____

TITLE: _____

TOWN OF CLAYTON

BY: _____

TITLE: _____

DATE: _____

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(SEAL)

_____
(FINANCE OFFICER)

Federal Tax Identification Number

_____

Remittance Address:

Town of Clayton

_____

_____

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

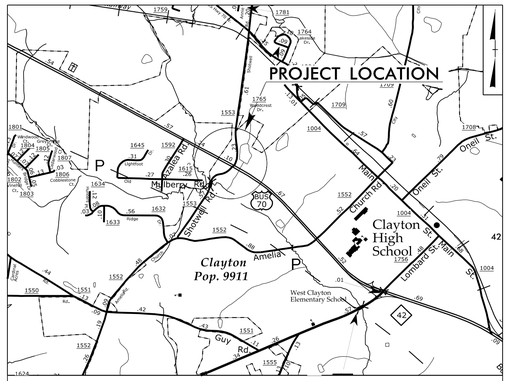
DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)

04-AUG-2021 14:45
S:\Server Files\PROJECTS\2021\A2021302.00_SEPI_Shotwell Road\Design\Utilities\Engineering\Agreement Plans\80074_UT_tsh_UCI_psh.dgn
$$$$USERNAME$$$$

TIP PROJECT: 80074

See Sheet 1A For Index of Sheets
See Sheet 1B For Conventional Symbols
See Sheet 1C-1 Thru 1C-6 For Survey Control Sheets



VICINITY MAP

STATE OF NORTH CAROLINA
DIVISION OF HIGHWAYS

T.I.P. NO.	SHEET NO.
80074	UC–1

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

UTILITY CONSTRUCTION PLANS JOHNSTON COUNTY

LOCATION: US–70 BUSINESS FROM SR 1553 (SHOTWELL ROAD) TO WILDWOOD DRIVE

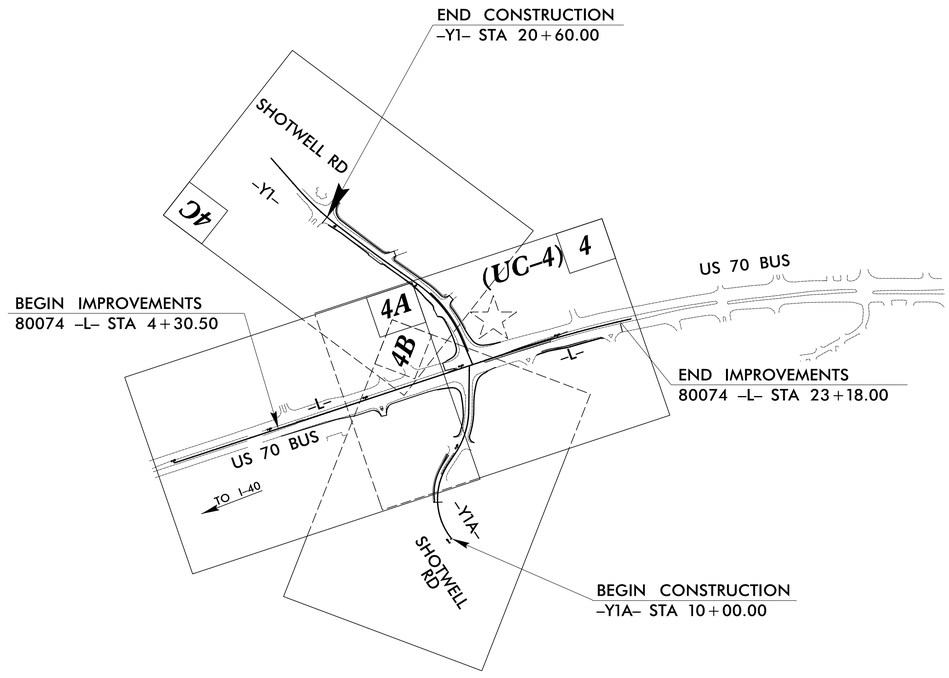
TYPE OF WORK: WATER AND SANITARY SEWER RELOCATIONS

UPDATED SIGNAL
PROPOSED SIGNAL

NAD 83/2011

EXHIBIT A

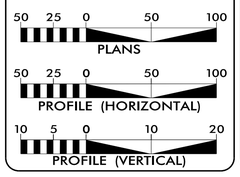
AGREEMENT PLANS



COST BREAKDOWN LEGEND	
STATE COST (NCDOT)	
TOWN OF CLAYTON COST	

* WITH NCDOT PARTICIPATING
SEE GS–136–27.1 (b)

GRAPHIC SCALES



INDEX OF SHEETS

SHEET NO.	DESCRIPTION
UC–1	TITLE SHEET
UC–2	UTILITY SYMBOLOGY
UC–3	NOTES
UC–3A TO UC–3D	DETAILS
UC–4	UTILITY CONSTRUCTION SHEET
UC–5 TO UC–6	PROFILE SHEETS

WATER AND SEWER OWNERS ON PROJECT

(A) TOWN OF CLAYTON

PREPARED IN THE OFFICE OF:

HINDE ENGINEERING
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NORTH CAROLINA PROFESSIONAL SEAL 023041 ENGINEER COREY D. BOUSQUET

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STATE OF NORTH CAROLINA
DIVISION OF HIGHWAYS

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License No. C-2639
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PROJECT REFERENCE NO.	SHEET NO.
80074	UC-2

EXHIBIT A

AGREEMENT PLANS

UTILITIES PLAN SHEET SYMBOLS

PROPOSED WATER SYMBOLS

- Water Line (Sized as Shown) — 12" WL
- 11¼ Degree Bend
- 22½ Degree Bend
- 45 Degree Bend
- 90 Degree Bend
- Plug
- Tee
- Cross
- Reducer
- Gate Valve — GV
- Butterfly Valve — BV
- Tapping Valve — TGV
- Line Stop — LS
- Line Stop with Bypass — LS/BP
- Blow Off — BO
- Fire Hydrant — PFH
- Relocate Fire Hydrant — RFH
- Remove Fire Hydrant — REM FH
- Water Meter — PWM
- Relocate Water Meter — RWM
- Remove Water Meter — REM WM
- Water Pump Station — PS(W)
- RPZ Backflow Preventer — RPZ
- DCV Backflow Preventer — PBFP
- Relocate RPZ Backflow Preventer — RRPZ
- Relocate DCV Backflow Preventer — RBFP

PROPOSED SEWER SYMBOLS

- Gravity Sewer Line (Sized as Shown) — 12" SS
- Force Main Sewer Line (Sized as Shown) — 12" FSS
- Manhole (Sized per Note)
- Sewer Pump Station — PS(SS)

PROPOSED MISCELLANOUS UTILITIES SYMBOLS

- Power Pole
- Telephone Pole
- Joint Use Pole
- Telephone Pedestal — TEL PED
- Utility Line by Others (Type as Shown) — PROP O/H POW LINES
- Trenchless Installation — 12" TL INSTALL
- Encasement by Open Cut — 24" ENCAS BY OC
- Encasement — 24" ENCASEMENT
- Thrust Block
- Air Release Valve — AR
- Utility Vault — UV
- Concrete Pier — CP
- Steel Pier — SP
- Plan Note — NOTE
- Pay Item Note — PAY ITEM

EXISTING UTILITIES SYMBOLS

- Power Pole
- Telephone Pole
- Joint Use Pole
- Utility Pole
- Utility Pole with Base
- H-Frame Pole
- Power Transmission Line Tower
- Water Manhole
- Power Manhole
- Telephone Manhole
- Sanitary Sewer Manhole
- Hand Hole for Cable
- Power Transformer
- Telephone Pedestal
- CATV Pedestal
- Gas Valve
- Gas Meter
- Located Miscellaneous Utility Object
- Abandoned According to Utility Records — AATUR
- End of Information — E.O.I.
- *Underground Power Line — P
- *Underground Telephone Cable — T
- *Underground Telephone Conduit — TC
- *Underground Fiber Optics Telephone Cable — T FO
- *Underground TV Cable — TV
- *Underground Fiber Optics TV Cable — TV FO
- *Underground Gas Pipeline — G
- Aboveground Gas Pipeline — A/G Gas
- *Underground Water Line — W
- Aboveground Water Line — A/G Water
- *Underground Gravity Sanitary Sewer Line — SS
- Aboveground Gravity Sanitary Sewer Line — A/G Sanitary Sewer
- *Underground SS Forced Main Line — FSS
- Underground Unknown Utility Line — ?UTL
- SUE Test Hole
- Water Meter
- Water Valve
- Fire Hydrant
- Sanitary Sewer Cleanout

*For Existing Utilities

- Utility Line Drawn from Record (Type as Shown) — W
- Designated Utility Line (Type as Shown) — W

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UTILITY CONSTRUCTION

HINDE ENGINEERING
License No. C-2639
401 Harrison Oaks Blvd., Suite 220 Cary, NC 27513

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

PROJECT REFERENCE NO.	SHEET NO.
80074	UC-3
DESIGNED BY: JKC	
DRAWN BY: JKC	
CHECKED BY: CLS	
APPROVED BY: CDB	
REVISED:	

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

UTILITIES ENGINEERING SEC.
PHONE:(919)707-6690
FAX:(919)250-4151

NORTH CAROLINA PROFESSIONAL SEAL 023041 ENGINEER COREY D. BOUSQUET

UTILITY CONSTRUCTION PLANS ONLY

UTILITY CONSTRUCTION

EXHIBIT A

AGREEMENT PLANS

GENERAL NOTES:

1. THE PROPOSED UTILITY CONSTRUCTION SHALL MEET THE APPLICABLE REQUIREMENTS OF THE NC DEPARTMENT OF TRANSPORTATION'S "STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES" DATED JANUARY 2012.

2. THE EXISTING UTILITIES BELONG TO TOWN OF CLAYTON. THE CONTACT PERSON FOR THE TOWN OF CLAYTON IS MR. JOSHUA BAIRD, MR. BAIRD CAN BE REACHED BY PHONE AT (919) 359-9379.

3. ALL WATER LINES TO BE INSTALLED WITHIN COMPLIANCE OF THE RULES AND REGULATIONS OF THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY, DIVISION OF WATER RESOURCES, PUBLIC WATER SUPPLY SECTION. ALL SEWER LINES TO BE INSTALLED WITHIN COMPLIANCE OF THE RULES AND REGULATIONS OF THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENT QUALITY, DIVISION OF WATER RESOURCES, WATER QUALITY SECTION. PERFORM ALL WORK IN ACCORDANCE WITH THE APPLICABLE PLUMBING CODES.

4. THE UTILITY OWNER OWNS THE EXISTING UTILITY FACILITIES AND WILL OWN THE NEW UTILITY FACILITIES AFTER ACCEPTANCE BY THE DEPARTMENT. THE DEPARTMENT OWNS THE CONSTRUCTION CONTRACT AND HAS ADMINISTRATIVE AUTHORITY. COMMUNICATIONS AND DECISIONS BETWEEN THE CONTRACTOR AND UTILITY OWNER ARE NOT BINDING UPON THE DEPARTMENT OR THIS CONTRACT UNLESS AUTHORIZED BY THE ENGINEER. AGREEMENTS BETWEEN THE UTILITY OWNER AND CONTRACTOR FOR THE WORK THAT IS NOT PART OF THIS CONTRACT OR IS SECONDARY TO THIS CONTRACT ARE ALLOWED, BUT ARE NOT BINDING UPON THE DEPARTMENT.

5. PROVIDE ACCESS FOR THE DEPARTMENT PERSONNEL AND THE OWNER'S REPRESENTATIVES TO ALL PHASES OF CONSTRUCTION. NOTIFY DEPARTMENT PERSONNEL AND THE UTILITY OWNER TWO WEEKS PRIOR TO COMMENCEMENT OF ANY WORK AND ONE WEEK PRIOR TO SERVICE INTERRUPTION. KEEP UTILITY OWNERS' REPRESENTATIVES INFORMED OF WORK PROGRESS AND PROVIDE OPPORTUNITY FOR INSPECTION OF CONSTRUCTION AND TESTING.

6. THE PLANS DEPICT THE BEST AVAILABLE INFORMATION FOR THE LOCATION, SIZE, AND TYPE OF MATERIAL FOR ALL EXISTING UTILITIES. MAKE INVESTIGATIONS FOR DETERMINING THE EXACT LOCATION, SIZE, AND TYPE MATERIAL OF THE EXISTING FACILITIES AS NECESSARY FOR THE CONSTRUCTION OF THE PROPOSED UTILITIES AND FOR AVOIDING DAMAGE TO EXISTING FACILITIES. REPAIR ANY DAMAGE INCURRED TO EXISTING FACILITIES TO THE ORIGINAL OR BETTER CONDITION AT NO ADDITIONAL COST TO THE DEPARTMENT.

7. MAKE FINAL CONNECTIONS OF THE NEW WORK TO THE EXISTING SYSTEM WHERE INDICATED ON THE PLANS, AS REQUIRED TO FIT THE ACTUAL CONDITIONS, OR AS DIRECTED.

8. MAKE CONNECTIONS BETWEEN EXISTING AND PROPOSED UTILITIES AT TIMES MOST CONVENIENT TO THE PUBLIC, WITHOUT ENDANGERING THE UTILITY SERVICE, AND IN ACCORDANCE WITH THE UTILITY OWNER'S REQUIREMENTS. MAKE CONNECTIONS ON WEEKENDS, AT NIGHT, AND ON HOLIDAYS IF NECESSARY.

9. ALL UTILITY MATERIALS SHALL BE APPROVED PRIOR TO DELIVERY TO THE PROJECT. SEE 1500-7, " SUBMITTALS AND RECORDS" IN SECTION 1500 OF THE STANDARD SPECIFICATIONS.

10. CONTRACTOR SHALL FIELD VERIFY THE VERTICAL AND HORIZONTAL ALIGNMENTS OF THE PROPOSED UTILITY TIE-IN POINTS SHOWN ON THE PLANS. ONCE THE TIE-IN POINTS AND GRADE OF PROPOSED UTILITY LINES ARE VERIFIED AS CORRECT, THE CONTRACTOR CAN BEGIN CONSTRUCTION ON THE PROPOSED UTILITY LINES.

PROJECT SPECIFIC NOTES:

1. PROPOSED 12" WATER LINE FROM STATION 10+70.76 TO STATION 14+86.37 LINE -Y1- SHALL BE D.I.R.J. (DUCTILE IRON RESTRAINED JOINT) PIPE.

2. PROPOSED 16" WATER LINE FROM STATION 14+77.84 TO STATION 15+09.77 LINE -L- SHALL BE D.I.R.J. (DUCTILE IRON RESTRAINED JOINT) PIPE.

3. PROPOSED 16" WATER LINE FROM STATION 16+59.44 TO STATION 16+84.44 LINE -L- SHALL BE D.I.R.J. (DUCTILE IRON RESTRAINED JOINT) PIPE.

4. PROPOSED 8" FORCE MAIN FROM STATION 16+40.68 TO STATION 18+17.40 LINE -Y1A- SHALL BE D.I.R.J. (DUCTILE IRON RESTRAINED JOINT) PIPE.

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PROJECT TYPICAL DETAILS

NOT TO SCALE

EXHIBIT A

AGREEMENT PLANS

HINDE ENGINEERING
License No. C-2639
401 Harrison Oaks Blvd., Suite 220 Cary, NC 27513

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PROJECT REFERENCE NO.	SHEET NO.
80074	UC-3A
DESIGNED BY: JKC	
DRAWN BY: JKC	
CHECKED BY: CLS	
APPROVED BY: CDB	
REVISED:	

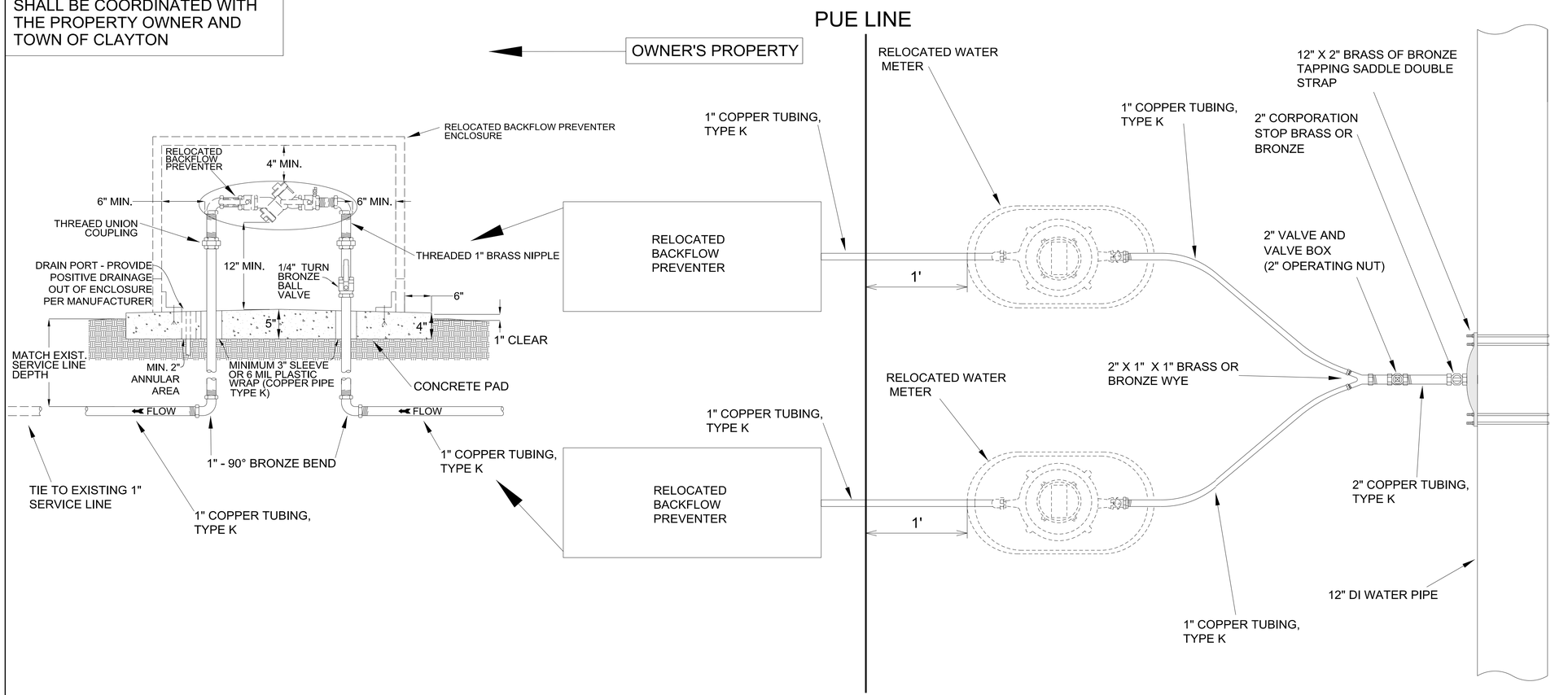
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
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NORTH CAROLINA PROFESSIONAL SEAL 023041 ENGINEER COREY D. BOUSQUET

UTILITY CONSTRUCTION PLANS ONLY

UTILITY CONSTRUCTION

RELOCATION OF WATER METERS AND BACKFLOW PREVENTERS SHALL BE COORDINATED WITH THE PROPERTY OWNER AND TOWN OF CLAYTON



ALL FITTINGS, TAPPING SADDLES, CORPORATION STOPS AND BALL VALVES ARE INCIDENTAL TO RELOCATE WATER METER, RELOCATE RPZ BACKFLOW PREVENTION ASSEMBLY AND WATER SERVICE LINE PAY ITEMS

WATER METER AND BACKFLOW PREVENTER RELOCATION

PLACE 3" OF #57 OR #78 WASHED STONE BENEATH RELOCATED WATER METERS

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80074	UC-3B
DESIGNED BY: JKC	
DRAWN BY: JKC	
CHECKED BY: CLS	
APPROVED BY: CDB	
REVISED:	

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NORTH CAROLINA PROFESSIONAL SEAL 023041 ENGINEER COREY D. BOUSQUET

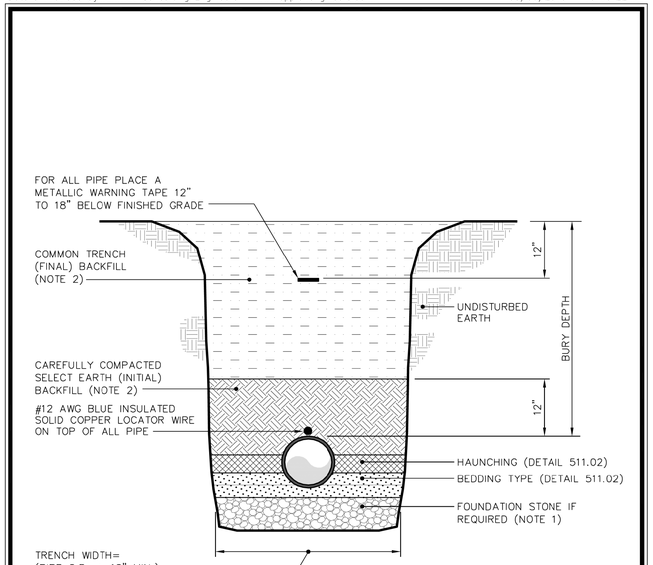
UTILITY CONSTRUCTION PLANS ONLY

EXHIBIT A

AGREEMENT PLANS

PROJECT TYPICAL DETAILS

Details Provided by APPIAN Consulting Engineers – www.appianengineers.com 08/06/2010 – 10:40:22 AM



INSTALL TRACER WIRES ON WATER AND FORCE MAINS AS DIRECTED BY THE TOWN OF CLAYTON

NOTES:

1. 8" deep No. 57 stone or equal wrapped in non-woven geotextile filter fabric lightly compacted. Overlap fabric by minimum one pipe O.D.
2. See specifications Section 02275, Part 2 – PRODUCTS for composition of Select Earth Backfill and Common Trench Backfill.

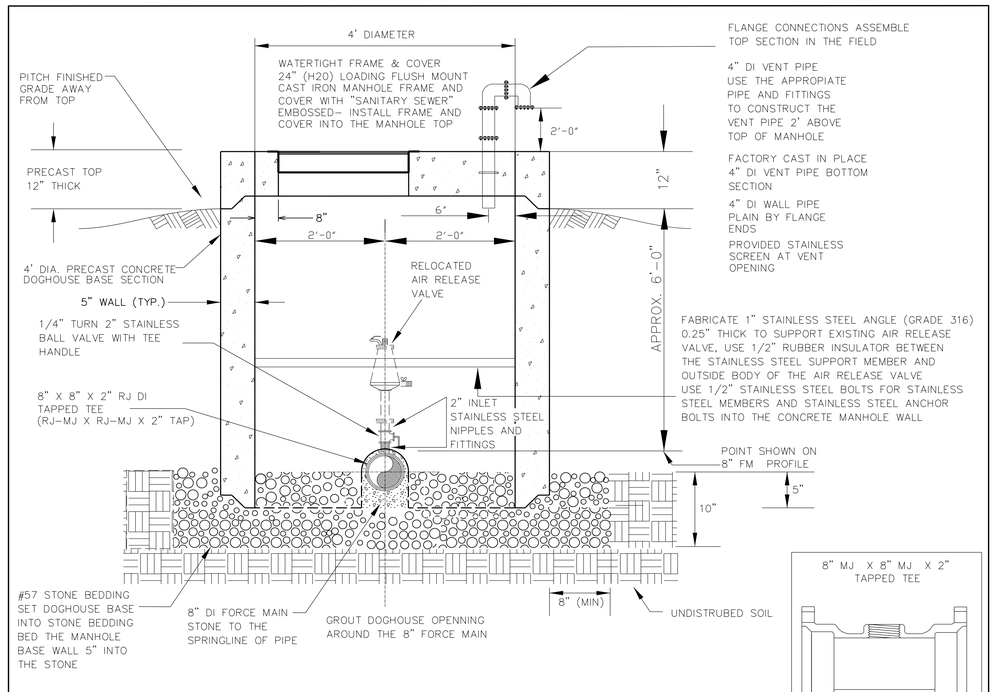
TOWN of CLAYTON
USE WITH THE TOWN of CLAYTON STANDARD SPECIFICATIONS ONLY

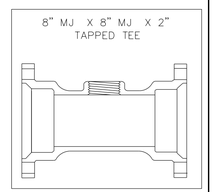
SEWER & WATER MAIN PIPE LAYING CONDITIONS

SCALE:	DETAIL #
Not To Scale	511.01
REVISION DATE: July, 2010	SHEET #: 1 of 1

MAXIMUM TRENCH WIDTH AT TOP OF PIPE

NOMINAL PIPE SIZE (INCHES)	TRENCH WIDTH (INCHES)	NOMINAL PIPE SIZE (INCHES)	TRENCH WIDTH (INCHES)
4	28	20	44
6	30	24	48
8	32	30	54
10	34	36	60
12	36	42	66
14	38	48	72
16	40	54	78
18	42		





NOTES:

1. USE NECESSARY FITTINGS SPECIFIED BY THE TOWN OF CLAYTON TO CONNECT THE EXISTING AIR RELEASE VALVE TO THE PROP. 8" FORCE MAIN.
2. MANHOLE STRUCTURE/ FRAME AND COVER TO BE RATED FOR AASHTO H20 LOADING.
3. CONNECT RELOCATED AIR RELEASE VALVE USING NECESSARY FITTINGS.
4. ALL MANHOLE JOINTS TO BE T & G W/ PREFORMED BUTYL RUBBER (MASTIC) OR O-RING GASKET.

USE REINFORCEMENT STEEL FOR PRECAST MANHOLE AS SHOWN IN NCDOT ROADWAY STANDARD DRAWING 2018 "STANDARD DETAIL 840.52"

RELOCATE AIR RELEASE VALVE
(8" FORCE MAIN)
NTS

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License No. C-2639
401 Harrison Oaks Blvd., Suite 145 Cary, NC 27513

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80074	UC-3C
DESIGNED BY: JKC	
DRAWN BY: JKC	
CHECKED BY: CLS	
APPROVED BY: CDB	
REVISED:	

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NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 023041 COREY D. BOUSQUET

UTILITY CONSTRUCTION PLANS ONLY

PROJECT TYPICAL DETAILS

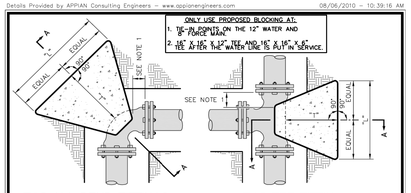
UTILITY CONSTRUCTION

EXHIBIT A

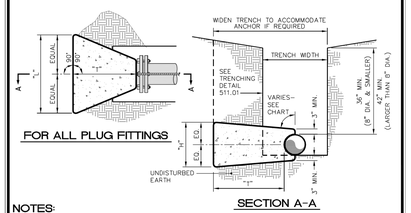
AGREEMENT PLANS

Details Provided by APPIAN Consulting Engineers – www.appianengineers.com 08/06/2010 – 10:39:16 AM

ONLY USE PROPOSED BLOCKING AT:
1. TIE-IN POINTS ON THE 12" WATER AND 6" FORCE MAIN
2. JOINTS ON THE WATER LINE IS PUT IN SERVICE.



FOR ALL BEND FITTINGS FOR TEE FITTING



FOR ALL PLUG FITTINGS SECTION A-A

NOTES:
1. Concrete blocking is to be formed to ensure accessibility to fittings and poured against undisturbed earth.
2. Fittings are to be completely wrapped with plastic, prior to pouring concrete.
3. Concrete to be minimum 3,000 psi. @ 28 days.

TOWN of CLAYTON
USE WITH THE TOWN of CLAYTON STANDARD SPECIFICATIONS ONLY

HORIZONTAL BLOCKING DETAIL for BENDS, TEE, & PLUG

SCALE: Not To Scale	DETAIL # 512-01
REVISION DATE: July, 2010	SHEET # 1 of 2

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TEST PRESSURE = 150 P.S.I.

PIPE SIZE	TYPE FITTING	DIMENSIONS (Ft.) "L"	"H"	"T"	VOLUME CONCRETE CU. YD.
4 INCHES	11 1/4°	---	---	---	---
	22 1/2°	1.00	1.00	1.50	0.06
	45°	1.00	1.00	1.50	0.06
	90°	1.00	1.00	2.50	0.09
	TEE / PLUG	1.00	1.00	2.00	0.07
6 INCHES	11 1/4°	1.00	1.00	2.50	0.09
	22 1/2°	1.00	1.00	2.50	0.09
	45°	1.00	1.00	2.50	0.09
	90°	1.50	1.50	2.50	0.15
	TEE / PLUG	1.50	1.50	2.00	0.12
8 INCHES	11 1/4°	1.50	1.50	2.50	0.15
	22 1/2°	1.50	1.50	2.50	0.15
	45°	1.50	1.50	2.50	0.15
	90°	2.00	2.00	3.00	0.28
	TEE / PLUG	2.00	2.00	2.50	0.23
12 INCHES	11 1/4°	2.00	2.00	2.50	0.23
	22 1/2°	2.00	2.00	2.50	0.23
	45°	2.00	2.00	2.75	0.25
	90°	3.00	2.00	3.00	0.39
	TEE / PLUG	3.00	2.00	2.50	0.32
16 INCHES	11 1/4°	2.00	2.00	3.00	0.28
	22 1/2°	2.00	2.00	3.00	0.28
	45°	3.00	2.50	3.00	0.47
	90°	4.50	3.00	3.50	0.94
	TEE / PLUG	4.50	3.00	3.00	0.81

TEST PRESSURE = 200 P.S.I.

PIPE SIZE	TYPE FITTING	DIMENSIONS (Ft.) "L"	"H"	"T"	VOLUME CONCRETE CU. YD.
4 INCHES	11 1/4°	1.00	1.00	1.00	0.04
	22 1/2°	1.00	1.00	1.50	0.06
	45°	1.00	1.00	1.50	0.06
	90°	1.50	1.50	2.50	0.15
	TEE	1.50	1.50	2.00	0.12
6 INCHES	11 1/4°	1.00	1.00	2.50	0.09
	22 1/2°	1.00	1.00	2.50	0.09
	45°	1.50	1.50	2.50	0.15
	90°	1.50	1.50	2.50	0.15
	TEE	1.50	1.50	2.00	0.12
8 INCHES	11 1/4°	1.50	1.50	2.50	0.15
	22 1/2°	1.50	1.50	2.50	0.15
	45°	1.50	1.50	2.50	0.15
	90°	2.50	2.00	3.00	0.33
	TEE	2.50	2.00	2.50	0.28
12 INCHES	11 1/4°	2.00	2.00	2.50	0.23
	22 1/2°	2.00	2.00	2.50	0.23
	45°	2.00	2.00	2.50	0.23
	90°	4.00	2.00	3.00	0.50
	TEE	4.00	2.00	2.50	0.42
16 INCHES	11 1/4°	2.00	2.00	3.00	0.28
	22 1/2°	3.00	2.00	3.00	0.39
	45°	4.00	2.50	3.00	0.61
	90°	5.50	3.00	3.50	1.13
	TEE	5.50	3.00	3.00	0.97
18 INCHES	11 1/4°	2.00	2.00	3.00	0.28
	22 1/2°	4.00	2.00	3.00	0.50
	45°	5.50	3.00	3.50	1.13
	90°	7.50	4.00	3.50	2.01
	TEE	7.50	4.00	3.00	1.72

CHART NOTES:
1. If blocking excavation is in lightly compacted fill areas, or in areas where boulders or stumps have been removed, blocking size must be re-sized for the specific location/circumstance by a NC licensed Professional Engineer.
2. Blocking sizes shown in these tables assume the following:
   A. Blocking is constructed in residual soils as shown in detail.
   B. Soil bearing pressure = 2000 psf
   C. Velocity of flow = 15 fps.
3. This detail not applicable to reducing bends.
4. Neither the weight of the concrete blocking nor friction between concrete blocking and soil was added into blocking sizes computation. Therefore, blocking size is conservative.

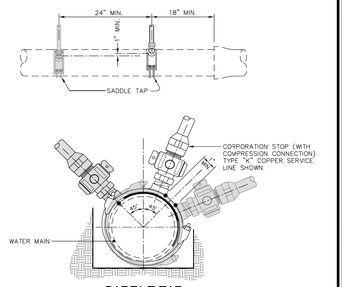
TOWN of CLAYTON
USE WITH THE TOWN of CLAYTON STANDARD SPECIFICATIONS ONLY

HORIZONTAL BLOCKING DETAIL for BENDS, TEE, & PLUG

SCALE: Not To Scale	DETAIL # 512-01
REVISION DATE: July, 2010	SHEET # 2 of 2

Details Provided by APPIAN Consulting Engineers – www.appianengineers.com 08/06/2010 – 10:40:57 AM

PART	MANUFACTURER MODEL / Cat. No.
SADDLE (BRASS OR BRONZE FOR "CC" THREADS)	FORD / 202B MUELLER / BR2B SMITH BLAIR / 325-000 SERIES (OR APPROVED EQUAL)
CORP. STOP (BRASS OR BRONZE FOR "CC" THREADS)	MUELLER / H-15008 SERIES FORD / F-10000 A.Y. McDONALD / 4701T (OR APPROVED EQUAL)



SADDLE TAP

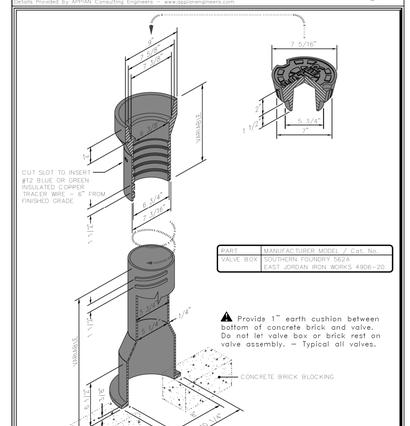
NOTES:
1. If 2 taps are made on each side of the main there shall be a minimum of 24" horizontal separation. Multiple taps on the same side shall have a minimum 24" horizontal separation and staggered a minimum of 1" vertically to prevent damage to the main.

TOWN of CLAYTON
USE WITH THE TOWN of CLAYTON STANDARD SPECIFICATIONS ONLY

STANDARD WATER TAP DETAIL (3/4" AND 1" TAPS)

SCALE: Not To Scale	DETAIL # 513.04
REVISION DATE: July, 2010	SHEET # 1 of 1

Details Provided by APPIAN Consulting Engineers – www.appianengineers.com



PART	MANUFACTURER MODEL / Cat. No.
VALVE BOX	SOUTHERN FOUNDRY / M6X-1 EAST JORDAN IRON WORKS 4906-2S

▲ Provides 1" earth cushion between bottom of concrete brick and valve. Do not let valve box or brick rest on valve assembly. – Typical all valves.

NOTES:
1. Use heavy duty traffic lid marked "WATER" OR "SEWER"

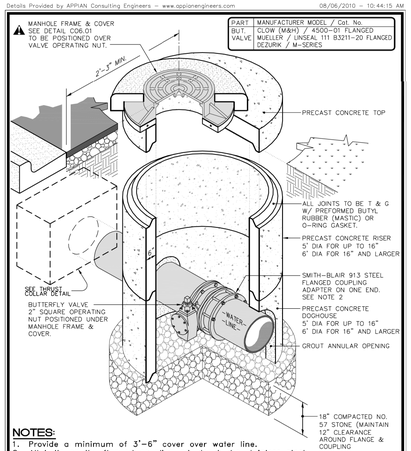
TOWN of CLAYTON
USE WITH THE TOWN of CLAYTON STANDARD SPECIFICATIONS ONLY

STANDARD SCREW VALVE BOX DETAIL

SCALE: Not To Scale	DETAIL # 513.01
REVISION DATE: APRIL, 2014	SHEET # 1 of 1

Details Provided by APPIAN Consulting Engineers – www.appianengineers.com 08/06/2010 – 10:44:15 AM

PART	MANUFACTURER MODEL / Cat. No.
BUTTERFLY VALVE	CLOW (MKH) / 4500-01 FLANGED MUELLER / LINSEAL 111 B3211-20 FLANGED DEZURIK / M-SERIES



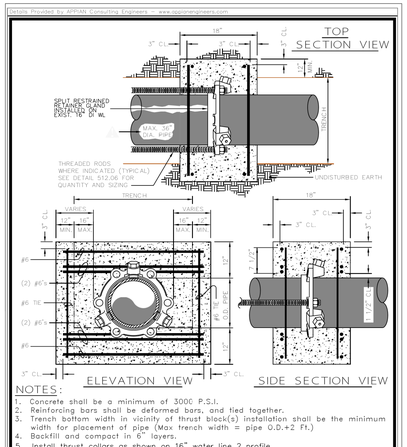
NOTES:
1. Provide a minimum of 3'–6" cover over water line.
2. All bolts on the flanged coupling adaptor to be stainless steel.

TOWN of CLAYTON
USE WITH THE TOWN of CLAYTON STANDARD SPECIFICATIONS ONLY

BUTTERFLY VALVE (16" and LARGER) in PRECAST MANHOLE

SCALE: Not To Scale	DETAIL # 513.09
REVISION DATE: July, 2010	SHEET # 1 of 2

Details Provided by APPIAN Consulting Engineers – www.appianengineers.com



NOTES:
1. Concrete shall be a minimum of 3000 P.S.I.
2. Reinforcing bars shall be deformed bars, and tied together.
3. Trench bottom width in vicinity of thrust block(s) installation shall be the minimum width for placement of pipe (Max trench width = pipe O.D.+2 Ft.)
4. Backfill and compact in 6" layers.
5. Install thrust collars as shown on 16" water line 2 profile.
6. Install thrust collars on existing 16" water prior to installing the proposed 16" water line

TOWN of CLAYTON
USE WITH THE TOWN of CLAYTON STANDARD SPECIFICATIONS ONLY

THRUST COLLAR & BLOCKING with WEDGE ACTION RESTRAINER GLAND

SCALE: Not To Scale	DETAIL # 513.10
REVISION DATE: July, 2010	SHEET # 1 of 1

Details Provided by APPIAN Consulting Engineers – www.appianengineers.com 08/06/2010 – 10:41:48 AM

TIE ROD ANCHORS DATUM

PIPE SIZE (INCHES)	ROD DIAMETER	NUMBER OF SS RODS REQUIRED
TEST PRESSURE = 150 PSI		
6	3/4"	2
8	3/4"	2
10	3/4"	2
12	3/4"	4
16	3/4"	6
20	3/4"	8
24	3/4"	8
30	1"	10
36"	1"	12
TEST PRESSURE = 200 PSI		
6	3/4"	2
8	3/4"	2
10	3/4"	4
12	3/4"	6
16	3/4"	8
20	3/4"	12
24	3/4"	10
30	1"	14
36"	1"	16

316 GRADE STAINLESS STEEL (ALL THREAD) RODS

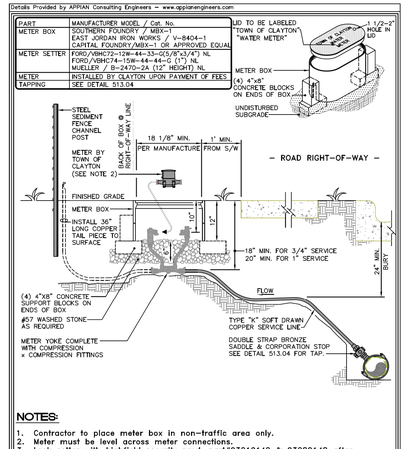
TOWN of CLAYTON
USE WITH THE TOWN of CLAYTON STANDARD SPECIFICATIONS ONLY

TIE ROD ANCHORS DATUM CHART

SCALE: Not To Scale	DETAIL # 512.06
REVISION DATE: July, 2010	SHEET # 1 of 1

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PART	MANUFACTURER MODEL / Cat. No.
METER BOX	SOUTHERN FOUNDRY / M8X-1 EAST JORDAN IRON WORKS / V-8404-1 CAPITAL FOUNDRY/M8X-1 OR APPROVED EQUAL
METER SETTER	FORD/VBHC72-12W-44-33-QS/8"x3/4"] NL FORD/VBHC74-15W-44-44-Q (1") NL MUELLER / B-2470-2A (12" HEIGHT) NL
METER	INSTALLED BY CLAYTON UPON PAYMENT OF FEES.
TAPPING	SEE DETAIL 513.04



NOTES:
1. Contractor to place meter box in non-traffic area only.
2. Meter must be level across meter connections.
3. Lock setter with highfield security prod. part#93210142 & 93280148 after waterline testing is completed.

TOWN of CLAYTON
USE WITH THE TOWN of CLAYTON STANDARD SPECIFICATIONS ONLY

3/4" & 1" WATER METER SERVICE DETAIL

SCALE: Not To Scale	DETAIL # 519.04
REVISION DATE: OCT., 2014	SHEET # 1 of 2

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PROJECT REFERENCE NO.	SHEET NO.
80074	UC-3D
DESIGNED BY: JKC	
DRAWN BY: JKC	
CHECKED BY: CLS	
APPROVED BY: CDB	
REVISED:	

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

UTILITIES ENGINEERING SEC.
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FAX:(919)250-4151

NORTH CAROLINA PROFESSIONAL SEAL 023041 ENGINEER COREY D. BOUSQUET

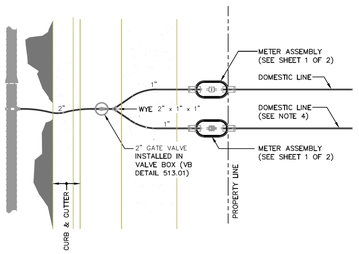
UTILITY CONSTRUCTION PLANS ONLY

UTILITY CONSTRUCTION

EXHIBIT A

AGREEMENT PLANS

PROJECT TYPICAL DETAILS

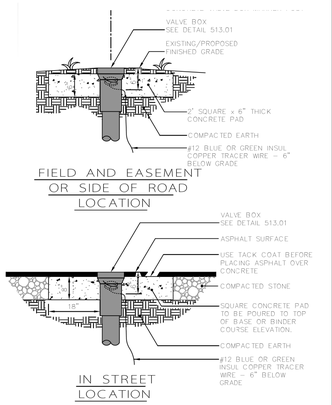


NOTES:
1. See detail 513.03 for top of valve box treatment.
2. See detail sheet 1 of 2 for water meter assembly.
3. This detail to be used when directed by Town Engineer.

TOWN of CLAYTON
USE WITH THE TOWN of CLAYTON STANDARD SPECIFICATIONS ONLY

TAP for DUPLEX SERVICE or IRRIGATION USE

SCALE:	DETAIL #:
Not To Scale	≥ 519.01
REVISION DATE:	SHEET #:
July, 2010	2 of 4



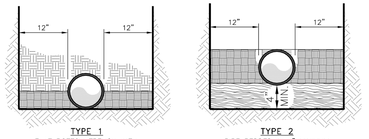
NOTES:
1. Concrete to be minimum 3,000 PSI @ 28 days.

TOWN of CLAYTON
USE WITH THE TOWN of CLAYTON STANDARD SPECIFICATIONS ONLY

VALVE, VALVE BOX, AND MARKER INSTALLATION DETAIL

SCALE:	DETAIL #:
Not To Scale	513.03
REVISION DATE:	SHEET #:
APRIL, 2014	1 of 1

Details Provided by APPIAN Consulting Engineers — www.appianengineers.com 08/06/2010 — 10:40:13 AM



TYPE 1
FLAT BOTTOM TRENCH WITH BACKFILL LIGHTLY CONSOLIDATED TO CENTERLINE OF PIPE (FLAT BOTTOM IS DEFINED AS UNDISTURBED EARTH)

TYPE 2
PIPE BEDDED IN 4" MINIMUM SAND OR LOOSE SOIL (NOTE 5) TO A DEPTH OF 1/8 PIPE DIA. WITH BACKFILL COMPACTED TO TOP OF PIPE

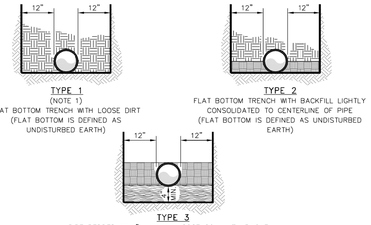
NOTES:
1. For normal pipe sizes 14 inch and larger, consideration should be given to the use of laying conditions other than type 1.
2. Consideration of the pipe-zone embedment conditions included in this figure may be influenced by factors other than pipe strength. For additional information on pipe bedding and backfill, see ANSI/AWWA C600.
3. See detail 511.01 for unsuitable trench subgrade requirements.
4. See Specifications Section 02275, Section 2.1.2 for pipe bedding definitions.
5. Loose soil shall be either native soil excavated from trench or borrow, both conforming in composition to "Select Earth Backfill" as defined in Specifications Section 02275, Part 2 – PRODUCTS.

TOWN of CLAYTON
USE WITH THE TOWN of CLAYTON STANDARD SPECIFICATIONS ONLY

WATER MAIN EMBEDMENT DETAILS

SCALE:	DETAIL #:
Not To Scale	≥ 511.02
REVISION DATE:	SHEET #:
July, 2010	1 of 4

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TYPE 1
(NOTE 1)
FLAT BOTTOM TRENCH WITH LOOSE DIRT (FLAT BOTTOM IS DEFINED AS UNDISTURBED EARTH)

TYPE 2
FLAT BOTTOM TRENCH WITH BACKFILL LIGHTLY CONSOLIDATED TO CENTERLINE OF PIPE (FLAT BOTTOM IS DEFINED AS UNDISTURBED EARTH)

TYPE 3
PIPE BEDDED IN 4" MINIMUM LOOSE SOIL WITH BACKFILL LIGHTLY CONSOLIDATED TO TOP OF PIPE (LOOSE SOIL IS DEFINED AS NATIVE SOIL EXCAVATED FROM THE TRENCH, FREE OF ROCKS, ORGANIC MATERIAL, FOREIGN MATERIALS AND FROZEN EARTH)

TYPE 4
PIPE BEDDED IN SAND, GRAVEL, or CRUSHED STONE TO A DEPTH OF 1/8 PIPE DIAMETER, 4" MINIMUM. WITH BACKFILL COMPACTED TO TOP OF PIPE. (APPROXIMATELY 80 PERCENT STANDARD PROCTOR, AASHTO T-99)

TYPE 5
PIPE BEDDED TO IT'S CENTERLINE IN COMPACTED GRANULAR MATERIAL, 4" MINIMUM UNDER PIPE. COMPACTED GRANULAR OR SELECT MATERIAL TO TOP OF PIPE. (APPROXIMATELY 90 PERCENT STANDARD PROCTOR, AASHTO T-99) (SELECT MATERIAL IS DEFINED AS NATIVE SOIL EXCAVATED FROM THE TRENCH, FREE OF ROCKS, ORGANIC MATERIAL, FOREIGN MATERIALS AND FROZEN EARTH)

NOTES:
1. For normal water pipe sizes 14 inch and larger, consideration should be given to the use of laying conditions other than Type 1.
2. Consideration of the pipe-zone embedment conditions included in this figure may be influenced by factors other than pipe strength. For additional information on pipe bedding and backfill, see ANSI/AWWA C600.

TOWN of CLAYTON
USE WITH THE TOWN of CLAYTON STANDARD SPECIFICATIONS ONLY

PIPE EMBEDMENT DETAILS

SCALE:	DETAIL #:
Not To Scale	≥ 511.02
REVISION DATE:	SHEET #:
July, 2010	2 of 4

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TABLE 10.7 – DESCRIPTION OF MATERIAL CLASSIFICATION (As Defined in ASTM 2321)

Class	Type	Soil Symbol Group	Description ASTM D 2487	Percentage Passing Sieve Sizes No. 4 (4.75 mm)	No. 200 (0.075 mm)	Atterberg Limits LL	PL	Density Control Cu	Coefficients Cc
IA	Manufactured Aggregates, open-graded, clean	None	Angular, crushed stone or rock, crushed gravel, open-graded material consisting of crushed stone or shells; large void content, little or no fines	100	≤10%	Non Plastic			
IB	Manufactured Processed Aggregates, dense graded, clean	None	Angular, crushed stone (or other Class IA materials) with sufficient binder material to interlock and minimize consolidation or loss of certain particle sizes	100	≤20%	Non Plastic			
II	Coarse-Grained Soils, clean	GW	Well-graded gravels and gravel-sand mixtures, little or no fines	100	≤20% of Coarse Fraction	Non Plastic		≥4	1 to 3
		GP	Poorly-graded gravels and gravel-sand mixtures, little or no fines					≤4	<1 or >3
		SW	Well-graded sands and gravelly sands, little or no fines		>20% of Coarse Fraction			≥6	1 to 3
		SP	Poorly-graded sands and gravelly sands, little or no fines					≤6	<1 or >3
	Coarse-Grained Soils with Fines	4% GW-GC, SP-SM	Gravels and sands which are borderline between clean and with fines	100	Varies	≤5% to ≤12%	Non Plastic		Same as for GW, GP, SW and SP
III	Coarse-Grained Soils with Fines	GM	Silty gravels, gravel-sand-silt mixtures	100	>20% of Coarse Fraction	>12% to <50%		≥4	1 to 3
		GC	Clayey gravels, gravel-clay mixtures					≤4	<1 or >3
		SM	Silty sands, sand-silt mixtures					≥6	1 to 3
		SC	Clayey sands, sand-silt mixtures					≤6	<1 or >3
IV	Fine-Grained Soils (inorganic)	ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands, or clayey silts with slight plasticity	100	≥50	<50	>4 or <7% Line		
		CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays				>7 or >4% Line		
		MH	Inorganic silts, micaceous or diatomaceous fine sands or silts, elastic silts	100	≥50	≥50	<4% Line		
V	Fine-Grained Soils (inorganic)	CH	Inorganic clays of high plasticity, fat clays	100	≥50	≥50	>4% Line		
	Organic Soils	OL	Organic silts and organic silty clays of low plasticity	100	≥50	<50	<4 or <7% Line		
		OH	Organic clays of medium to high plasticity, organic silts			≥50	<4% Line		
VI	Highly Organic	PT	Peat and other highly organic soils						

Details Provided by APPIAN Consulting Engineers — www.appianengineers.com 08/06/2010 — 10:39:36 AM

TABLE 10.8
RECOMMENDATIONS FOR INSTALLATION AND USE OF SOILS AND AGGREGATES FOR FOUNDATION, EMBEDMENT AND BACKFILL

	Soil Class (see Table 10.7)A			
	CLASS IA	CLASS IB	CLASS II	CLASS III
General Recommendations and Restrictions	Do not use where conditions may cause migration of fines. Provide drainage as required. Not to be used as backfill material for pipe with flexible watertight joints where adjacent material is susceptible to migration of fines.	Process materials as required to meet classification. Provide drainage as required. Not to be used as backfill material for pipe with flexible watertight joints where adjacent material is susceptible to migration of fines.	Where hydrostatic groundwater conditions exist, specify well graded material. Not to be used as backfill material for pipe with flexible watertight joints where adjacent material is susceptible to migration of fines.	Do not use where water conditions exist unless stabilized.
Foundation	Suitable as foundation and for replacing over-excavated or unstable trench bottom as compacted in 6-in. maximum layers.	Suitable as foundation and for replacing over-excavated or unstable trench bottom as compacted in 6-in. maximum layers.	Suitable as foundation and for replacing over-excavated or unstable trench bottom as compacted in 6-in. maximum layers.	Suitable as foundation as restricted above. Do not use if pumping occurs. Place in 12 in. loose, and compact in 6-in. maximum layers.
Bedding	Suitable as restricted above. Install and compact in 6-in. maximum layers. Bank-run gravel or crushed stone, minimum depth 4 in. (6 in. in rock cuts).	Suitable as restricted above. Install and compact in 6-in. maximum layers. Bank-run gravel or crushed stone, minimum depth 4 in. (6 in. in rock cuts).	Suitable as restricted above. Install and compact in 6-in. maximum layers. Bank-run gravel or crushed stone, minimum depth 4 in. (6 in. in rock cuts).	Suitable only in dry trench conditions. Install and compact in 6-in. maximum layers. Level final grade by hand. Minimum depth 4 in. (6 in. in rock cuts).
Haunching	Suitable as restricted above. Install and compact in 6-in. layers. Bank-run gravel or crushed stone to pipe springline for support.	Suitable as restricted above. Install and compact in 6-in. layers. Bank-run gravel or crushed stone to pipe springline for support.	Suitable as restricted above. Install and compact in 6-in. layers. Bank-run gravel or crushed stone to pipe springline for support.	Suitable only in dry trench conditions. Install and compact in 6-in. maximum layers. Bank-run gravel or crushed stone to pipe springline for support.
Initial Backfill	Suitable as restricted above. Install to a minimum of 6 in. above pipe. Bank-run gravel or crushed stone.	Suitable as restricted above. Install to a minimum of 6 in. above pipe. Bank-run gravel or crushed stone.	Suitable as restricted above. Install to a minimum of 6 in. above pipe. Bank-run gravel or crushed stone.	Suitable as restricted above. Install to a minimum of 6 in. above pipe. Compact as required by the Engineer.
Final Backfill	Compact as required by the Engineer.	Compact as required by the Engineer.	Compact as required by the Engineer.	Compact as required by the Engineer.

TOWN of CLAYTON
USE WITH THE TOWN of CLAYTON STANDARD SPECIFICATIONS ONLY

PIPE EMBEDMENT DETAILS

SCALE:	DETAIL #:
Not To Scale	≥ 511.02
REVISION DATE:	SHEET #:
July, 2010	4 of 4

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80074	UC-4
DESIGNED BY: JKC	
DRAWN BY: JKC	
CHECKED BY: CLS	
APPROVED BY: CDB	
REVISED:	

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UTILITY CONSTRUCTION PLANS ONLY

UTILITY CONSTRUCTION

EXHIBIT A

AGREEMENT PLANS

NAD 83/NA 2011

1-12" VALVE (RELSILIENT WEDGE GATE VALVE)

PROP. 513' OF 12" WATER LINE
(RJ, DI PC 350)
1-12" VALVE (RELSILIENT WEDGE GATE VALVE)
SEE 12" WATER LINE 1 ON SHEET UC-5 FOR PROFILE

PROP. 11' OF WATER SERVICE LINE
(2" COPPER, TYPE K)
1-2" VALVE (RESILIENT WEDGE GATE VALVE)
RELOCATE 2-1" WATER METERS AND
2-1" RPZ BACKFLOW PREVENTION ASSEMBLIES
20' OF WATER SERVICE LINE
(1" COPPER, TYPE K)
22' OF WATER SERVICE LINE
(1" COPPER, TYPE K)
SEE DETAILS ON SHEET UC-3A, UC-3C AND UC-3D

PROP. 25' OF 16" WATER LINE
(RJ, DI PC 250)
1-16" VALVE (BUTTERFLY VALVE & MANHOLE)
SEE 16" WATER LINE 2 ON SHEET UC-5 FOR PROFILE

1-12" VALVE (RELSILIENT WEDGE GATE VALVE)

ABANDON 385' OF 12" UTILTIY PIPE

PROP. 29' OF FIRE HYDRANT LEG
(RJ, DI PC 350)
1-6" VALVE (RESILIENT WEDGE GATE VAVLE)

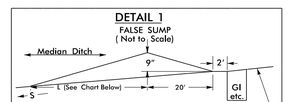
PROP. 33' OF 16" WATER LINE
(RJ, DI PC 250)
TIE-IN PROP. 16" WL DIRECTLY TO THE EXISTING 16" BUTTERFLY WITH RESTRAINED RETAINER GLAND
SEE 16" WATER LINE 2 ON SHEET UC-5 FOR PROFILE

ABANDON UTILITY MANHOLE (REMOVE)

PROP. 185' OF 8" FORCE MAIN SEWER (RJ, DI PC 350)
RELOCATE AIR RELEASE VALVE WITH NEW MANHOLE
SEE DETAIL ON SHEET UC-3B
1-8" FORCE MAIN VAVLE
SEE 8" FORCE MAIN 3 ON SHEET UC-6 FOR PROFILE

ABANDON 58' OF 16" UTILTIY PIPE (REMOVE)

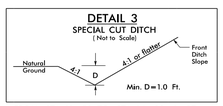
DETAIL 1
FALSE SUMP
(Not to Scale)



Ditch Grade	L	Ditch Grade	L
0.0% To 2.0%	20'	Over 4.0% To 6.0%	40'
Over 2.0% To 4.0%	30'	Over 6.0%	50'

FROM STA. 21+57 TO STA. 21+97 -L- MED

DETAIL 3
SPECIAL CUT DITCH
(Not to Scale)



FROM STA. 11+50 TO STA. 14+00 -L- RT

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80074	UC-5
DESIGNED BY: JKC	
DRAWN BY: JKC	
CHECKED BY: CLS	
APPROVED BY: CDB	
REVISED:	

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

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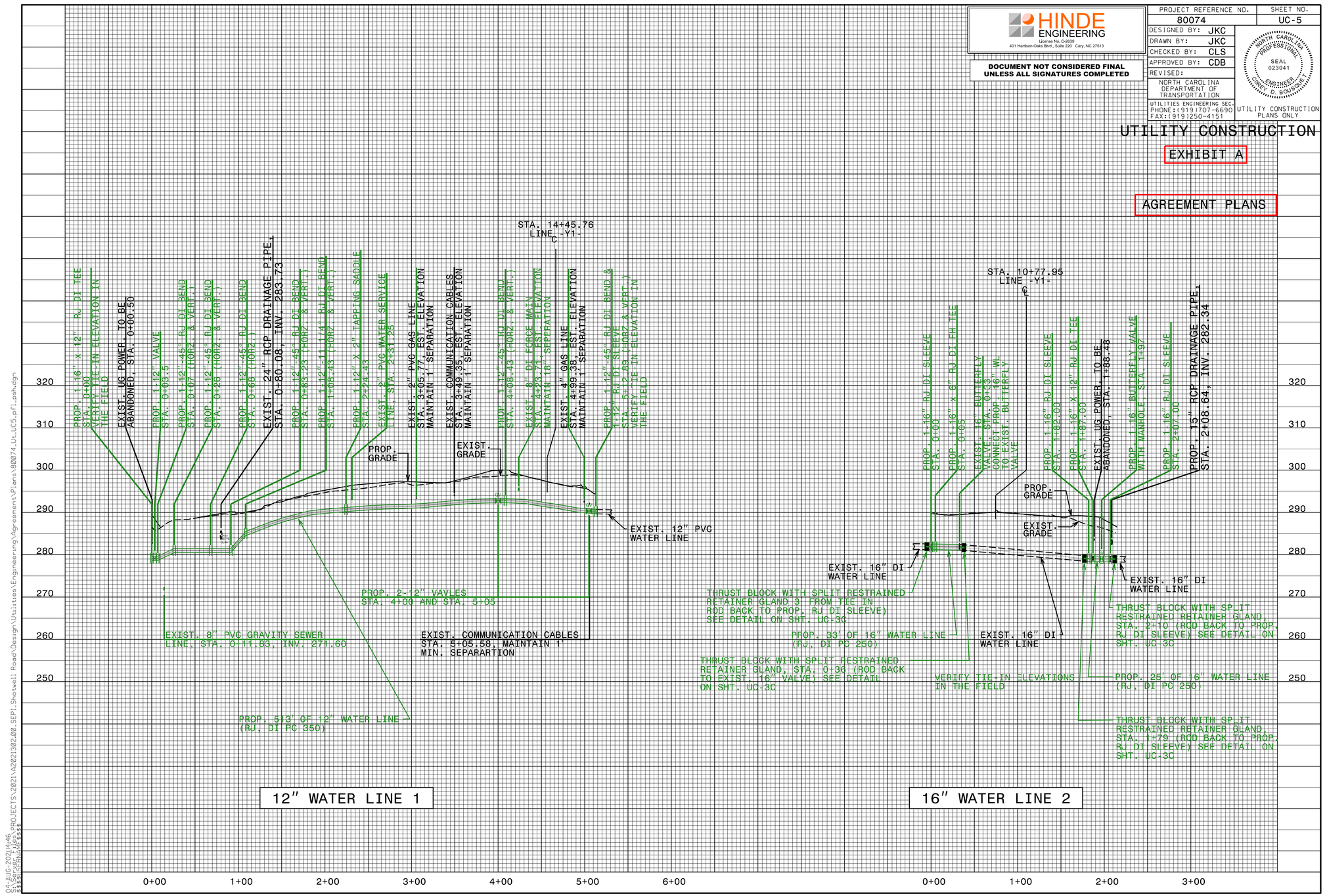
NORTH CAROLINA PROFESSIONAL SEAL 023041 ENGINEER CASEY D. BOUSQUET

UTILITY CONSTRUCTION PLANS ONLY

UTILITY CONSTRUCTION

EXHIBIT A

AGREEMENT PLANS



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PROJECT REFERENCE NO.	SHEET NO.
80074	UC-6
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APPROVED BY: CDB	
REVISED:	

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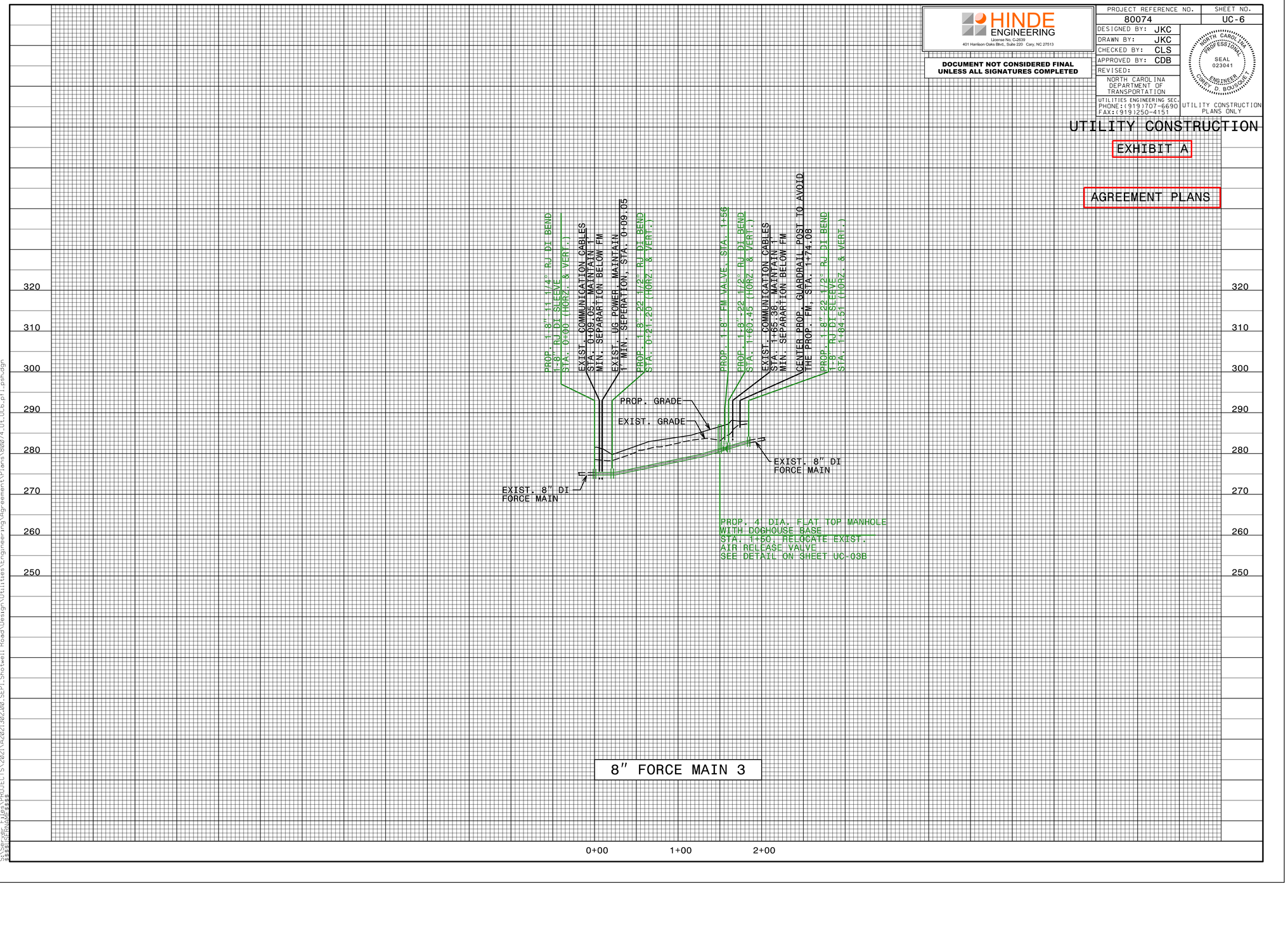
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UTILITY CONSTRUCTION PLANS ONLY

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EXHIBIT A

AGREEMENT PLANS



8" FORCE MAIN 3

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Project: 80074 **UC-1** County: Johnston

[AGREEMENT SPECIAL PROVISIONS - EXHIBIT C]

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401 Harrison Oaks Blvd.
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(919) 653-0001

NORTH CAROLINA PROFESSIONAL SEAL 23041 ENGINEER COREY D. BOUSQUET

PROJECT SPECIAL PROVISIONS
Utility Construction

Revise the 2018 Standard Specifications as follows:

Page 15-1, Sub-article 1500-2 COOPERATION WITH UTILITY OWNERS, paragraph 2: add the following sentences:

The utility owner is the Town of Clayton. The contact person for the Town of Clayton is Mr. Joshua Baird, Mr. Baird can be reached by phone at (919) 359-9379.

All proposed water and sewer line relocation work shall be performed at a time to be coordinated with the utility owner. Water and sewer lines shall not be taken out of service without prior approval of the utility owner and service interruptions shall not exceed four hours.

Page 15-2, Sub-article 1500-7 SUBMITTALS AND RECORDS, paragraph 3: add the following sentences:

As-built plans shall be provided to the Town of Clayton showing the size and type of material installed with the horizontal and vertical coordinates of all installed piping and appurtenances. As-built plans and associated documentation shall be provided to the Engineer prior to acceptance of the work.

Page 15-8, Sub-article 1515-3C Backflow Prevention Assembly: add the following sentences:

A licensed backflow tester is required to test the relocated backflow preventers and shall submit passing tests to www.bsionline.com under CCN 9L63-L7FA before the water service lines can be activated. The tester must be registered with BSI Online, and shall be proficient in the latest testing certification and test kit calibration.

1. FORCE MAIN VALVE:

Force main valves shall be installed in accordance with the applicable utility provisions herein, as shown on the utility plans, and/or as directed by the Engineer.

Valves shall be iron body and shall conform to ANSI/AWWA C509 for resilient seat type valves. Valves shall have non-rising stems with a 2 inch square operating nut and O-ring seals, and shall open by turning counterclockwise. Valves shall have mechanical joint ends conforming to ANSI/AWWA C111/A21.11 unless otherwise shown on the plans or directed by the Engineer. Valves shall have a design working water pressure of 200 psig.

All valves shall be installed with an approved valve box, normally flush with the ground or pavement. Valve boxes shall be of the screw or slip type with a base to fit the valve yoke and removable plug cap with the word "SEWER" cast therein. Valve boxes shall be made of cast iron conforming to ASTM A48, Class 25, unless otherwise shown on the utility plans and/or as directed by the Engineer.

The quantity of valves and valve boxes, installed in accordance with the plans and provisions herein and accepted, will be measured and paid for at the contract unit price per each for "8" Force Main Valve". Such prices and payments will be full compensation for all materials, labor, excavations, installation, sterilization, pressure testing, valve box installation with the necessary extension pieces, backfilling, and incidentals necessary to complete the work as required.

2. RELOCATE AIR RELEASE VALVE WITH NEW MANHOLE:

Relocated air release valves and new manholes shall be installed in accordance with the applicable utility provisions herein, as shown on the utility plans, and/or as directed by the Engineer.

Relocated air release valves and new manholes shall consist of the relocated air release valve, 8”x 8” x 2” DI tapped tee, inlet pipe or nipple, inlet valve, necessary fittings and a precast doghouse manhole with manhole ring and cover.

The relocated air release valve shall be put back in service on the proposed force main with the same inlet pipe diameter as on the existing force main. Review all the materials used tapping saddle, inlet pipe, inlet valve and all necessary fittings with the Town of Clayton prior to installation.

The precast doghouse manhole to house the relocated air release valve shall be precast concrete conforming to ASTM C478 and the Standard Specifications for Roads and Structures Section 1525.

Manhole frames and covers shall be of cast iron conforming to ASTM A48 Class 30, shall be traffic bearing, and shall have machined contact surface with the word “Sanitary Sewer” cast in

the center of the manhole cover. Manhole frames and covers shall be as shown on plans or an approved equal.

The quantity of relocated air release valves with new manholes, installed in accordance with the plans and provisions herein and accepted, will be measured and paid for at the contract unit price each for "Relocate Air Release Valve with New Manhole". Such prices and payments shall be full compensation for all labor, materials, excavation, backfilling, equipment, relocated air release valve, inlet valve, inlet pipe, fittings, manhole and frame/cover, and incidentals necessary to complete the work as required.

END OF SECTION

HINDE ENGINEERING
401 Harrison Oaks Blvd., Suite 220
Cary, North Carolina 27513
(919) 653-0001 (office)
(704) 814-9042 (fax)

Hinde Proj. Number 2021302 [AGREEMENT ESTIMATE - EXHIBIT B]
NCDOT Proj. Number 80074.00
Project US-70 Business From SR 1553 (Shotwell Road) To Wildwood Drive
Location Johnston County
Calculated By ASW Date 8/4/2021
Reviewed By CDB Date 8/4/2021

TOWN OF CLAYTON COST

ITEM	ITEM NUMBER	SECTION	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT
D	0318000000-E	300	FOUNDATION CONDITIONING MATERIALS, MINOR STRS	TON	30		
D	0320000000-E	300	FOUNDATION CONDITIONING GEOTEXTILE	SY	5		
U	5326200000-E	1510	12" WATER LINE	LF	513		
U	5326600000-E	1510	16" WATER LINE	LF	58		
U	5329000000-E	1510	DUCTILE IRON WATER PIPE FITTINGS	LB	3,400		
U	5536000000-E	1515	2" VALVE	EA	1		
U	5540000000-E	1515	6" VALVE	EA	1		
U	5558000000-E	1515	12" VALVE	EA	3		
U	5558600000-E	1515	16" VALVE	EA	1		
U	5648000000-E	1515	RELOCATE WATER METER	EA	2		
U	5673000000-E	1515	FIRE HYDRANT LEG	LF	29		
U	5686500000-E	1515	WATER SERVICE LINE	LF	22		
U	5686000000-E	1515	2" WATER SERVICE LINE	LF	11		
U	5709400000-E	1520	8" FORCE MAIN SEWER	LF	185		
U	5882000000-N	SP	8" FORCE MAIN VALVE	EA	1		
U	5769000000-E	1520	DUCTILE IRON SEWER PIPE FITTINGS	LB	610		
U	5882000000-N	SP	RELOCATE AIR RELEASE VALVE WITH NEW MANHOLE	EA	1		
U	5804000000-E	1530	ABANDON 12" UTILITY PIPE	LF	385		
U	5810000000-E	1530	ABANDON 16" UTILITY PIPE	LF	58		

Total $151,740.00

BASED ON OPINION OF PROBABLE COST

25% TOWN OF CLAYTON COST **$37,935.00**
75% STATE COST (NCDOT) $113,805.00

HINDE ENGINEERING
401 Harrison Oaks Blvd., Suite 220
Cary, North Carolina 27513
(919) 653-0001 (office)
(704) 814-9042 (fax)

Hinde Proj. Number 2021302 [AGREEMENT ESTIMATE - EXHIBIT B]
NCDOT Proj. Number 80074.00
Project US-70 Business From SR 1553 (Shotwell Road) To Wildwood Drive
Location Johnston County
Calculated By ASW Date 8/4/2021
Reviewed By CDB Date 8/4/2021

STATE COST (NCDOT)

ITEM	ITEM NUMBER	SECTION	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT
U	5656100000-E	1515	RELOCATE 1" RPZ BACKFLOW PREVENTION ASSEMBLY	EA	2		
U	5686500000-E	1515	WATER SERVICE LINE	LF	20		

Total $6,300.00

BASED ON OPINION OF PROBABLE COST

100% STATE COST (NCDOT) $6,300.00

Engineering Design cost (Total Project) = $34,037.77
(25% Town of Clayton cost) ($8,509.44)
(75% State cost - NCDOT) ($25,528.33)

Construction cost total = $151.740.00
Engineering Design cost total = +$34,037.77

$185,777.77

Town Cost Total (25%) = $46,444.44

State Cost Total (75%) = $139,333.33
(+ $6,300.00) BPA
$145,633.33

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

STATE PROJECT: W-5704B (44850.3.2)
COUNTY: Johnston
DESCRIPTION: US 70 at Shotwell Rd. (water/sewer work)

DATE: August 20, 2021

SUBJECT: Utility Construction Agreement – Town of Clayton

Joshua Baird, PE
Town Engineer – Town of Clayton
111 East 2nd Street
Clayton, NC 27520

Dear Joshua:

Enclosed is the Utility Construction Agreement to adjust and relocate water/sewer lines owned by the Town.

After you have reviewed this agreement, please have the appropriate authority approve and execute the agreement. Once signed, two originals should be returned to the Utility Coordinator for Departmental execution. One fully executed agreement will be returned to you for your file.

In order to keep the project on schedule, please approve and return the signed agreement back to this office no later than **September 24th**. Should this office not receive the signed agreement by the requested date, the project is subject to be delayed.

If revisions are necessary, please email me kapleasant@ncdot.gov or call (252) 640-6403 to make the appropriate changes. I will promptly return the revised agreement to you for review and execution.

Sincerely,

DocuSigned by:
Kyle Pleasant
5FTC586F8E704F5...

Kyle Pleasant
Division 4 Utility Engineer

Enclosures
cc: Corey McLamb, PE; Division Construction Engineer
Timothy McHugh; Contract Officer

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
1555 MAIL SERVICE CENTER
RALEIGH, NC 27699-1555

Telephone: (919) 707-6690
Fax: (919) 250-4151
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Location:
1000 BIRCH RIDGE DRIVE
RALEIGH, NC 27610

Resolution #2021-39

TOWN OF CLAYTON
K-9 RETIREMENT RESOLUTION

WHEREAS, K-9 Abel is owned by the Town of Clayton; and

WHEREAS, K-9 Abel has faithfully served the town and its citizens for seven years; and

WHEREAS, K-9 Abel will retire from his position as Police Canine effective September 1, 2021; and

WHEREAS, the Mayor and Town Council, by this resolution, wish to express its great appreciation to K-9 Abel for service, loyalty, and dedication to the Town of Clayton;

NOW THEREFORE, **BE IT RESOVED** that the Town of Clayton in accord with North Carolina General Statute 160A-266 declares K-9 Abel to be surplus property upon retirement from service and authorizes his assigned handler, Jamie Brantley to take ownership of K-9 Abel upon his execution of a hold harmless agreement to provide proper care for the dog for the remainder of the life of the animal. By executing that agreement, Jamie Brantley will assume all liability and responsibility for the dog.

Duly resolved this 7th day of September 2021, while in regular session.

_____
Jody L. McLeod
Mayor

ATTEST:

_____
Kimberly A. Moffett, CMC, NCCMC
Town Clerk

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

MEMORANDUM

To: Kimberly Moffett, Town Clerk

From: Chris Rowland, Construction Project Administrator CR

Copy: Keith Gettle, caa Engineers
Kippy Prevoznak, Mungo Homes
Karen Durham, Engineering & Inspections Coordinator

Date: August 18, 2021

Subject: The Villages at Little Creek, Phase 2

Please place a warranty acceptance request for the subject public water, sewer, associated storm drainage utilities, and all pertinent easements on the next available agenda. Record drawings have been reviewed and accepted. Following acceptance, the utilities will be subject to a one-year warranty period. Following warranty expiration, a final inspection will be done with all deficient items corrected by the developer prior to final acceptance.

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

MEMORANDUM

To: Kimberly Moffett, Town Clerk

From: Chris Rowland, Construction Project Administrator

Copy: Donnie Adams, Adams & Hodge Engineering
Karen Durham, Engineering & Inspections Coordinator
Mark Turner, Providence Construction
Dave DeYoung, Hearthpointe Development

Date: August 26, 2021

Subject: RWAC, Badger Pass Phase 7A & 7B, Street & Right-of-Way Warranty

Please place a warranty acceptance request for the subject street and right of way sections along with all pertinent easements on the next available agenda. All identified items have been satisfactorily addressed. Following acceptance, the subject will be subject to a **five-year** warranty period as has been practice with all streets within the RWAC subdivision. Following the warranty, a final inspection will be done, and all deficient items corrected by the developer prior to final acceptance.

Proclamation

Big Read Clayton

WHEREAS, reading for enjoyment and enlightenment can enrich the lives of individuals; and

WHEREAS, reading is a cornerstone of education for people of all ages; and

WHEREAS, democracy needs an informed citizenry and reading is critical to this purpose; and

WHEREAS, a community-wide reading event can encourage the love of reading and growth of understanding; and

WHEREAS, The Big Read is a series of free outreach events designed to promote literacy, reading and open dialogue within our community; the 2021 series will focus on author Sandra Cisneros's novel *The House on Mango Street*; and

WHEREAS, The Hocutt-Ellington Memorial Library is one of 61 organizations nationwide to receive a grant as part of The Big Read project by the National Endowment for the Arts; The Hocutt-Ellington Memorial Library, along with its community partners, will host various Big Read events throughout the year, including: book discussions, guest speakers, theatre workshops and performances, art classes, and an art exhibition; and

WHEREAS, such a reading program can bring people of diverse backgrounds and viewpoints together, through the shared experience of reading, discussing, and exploring the same book.

NOW, THEREFORE, I, Jody McLeod, Mayor of the Town of Clayton, on behalf of all its citizens, do hereby proclaim September 2021 through May 2022 to be The Big Read Community Reading Program for the Town of Clayton, and urge all citizens to become involved by reading *The House on Mango Street* and by participating in various community activities related to the reading program.

Duly adopted this the 7th day of September 2021, while in regular session.

_____

Jody McLeod
Mayor

Proclamation

2021 Constitution Week

WHEREAS, September 17, 2021, marks the two hundred and thirty-fourth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week; and

WHEREAS, remind our citizens of the ideals of the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

NOW THEREFORE, I Mayor Jody McLeod, on behalf of the Clayton Town Council, proclaim the week of September 17 – 23, 2021 as

Constitution Week

Duly adopted this the 7th day of September 2021 while in regular session.

_____

Jody McLeod
Mayor

Town Council Agenda Cover Sheet

Meeting Date
September 7, 2021

Agenda Location
Public Hearings

Item Title
Champion East – Rezoning

Presenter
Jeff Caines, AICP – Senior Planner

Summary/Description
The applicant is requesting to re-zone the property from Office-Institutional (O-I) and Single-Family Residential (R-8) to Single-Family Residential (R-6). The site is approximately 1.853 acres and is located on the northeast corner of Champion and Everett Streets. Properties abutting the site are zoned Highway Business (B-3) and Single-Family Residential (R-8) and adjacent to the site are zoned and Single-Family Residential (R-6) to the west and south.

Requested Action
Approval

Funding Source (If Applicable):
N/A

Cost: **N/A** **Yes** ☐ **No** ☒

Additional Documents to be Included in Agenda Packet
Application & Owners Consent Form
Staff Report
Staff Report Maps
Neighborhood Meeting Materials
Site Plan
PB Adjacent Property Letter
TC Adjacent Property Letter
Newspaper Notice
Consistency & Reasonableness Statement

Meeting Timeline
July 27, 2020 – Planning Board (public hearing); August 24, 2020- Planning Board (recommendation); Applicant put the project on hold until further notice. July 26, 2021 – Applicant requested re-zone project to move to Town Council for final decision.

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

REZONING APPLICATION

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

SITE INFORMATION

Name of Project: Champion East

Acreage of Property: 1.853 ACS **Zoning District:** R-6

County Tag #: See Exhibit A **NC Pin #:** See Exhibit A

Address/Location: 310 Champion Street

Existing Zoning District: O-I & R-8 **Proposed Zoning District:** R-6

APPLICANT INFORMATION

Applicant: Adams & Hodge Engineering, PC

Mailing Address: 314 E. Main Street, Clayton, NC 27527

Phone Number: 919-243-1332 **Fax:** N/A

Contact Person: Donnie Adams / Amy Stancil

Email Address: donnie@adamsandhodge.com / amy@adamsandhodge.com

PROPERTY OWNER INFORAMTION

Name: Cloudbreak Investments, LLC

Mailing Address: PO Box 189, CLayton, NC 27528

Phone Number: 919-345-6729 **Fax:** N/A

Email Address: nathan@nlevans.com

OFFICE USE ONLY

Date Received: _____ Amount Paid: _____ File Number: _____

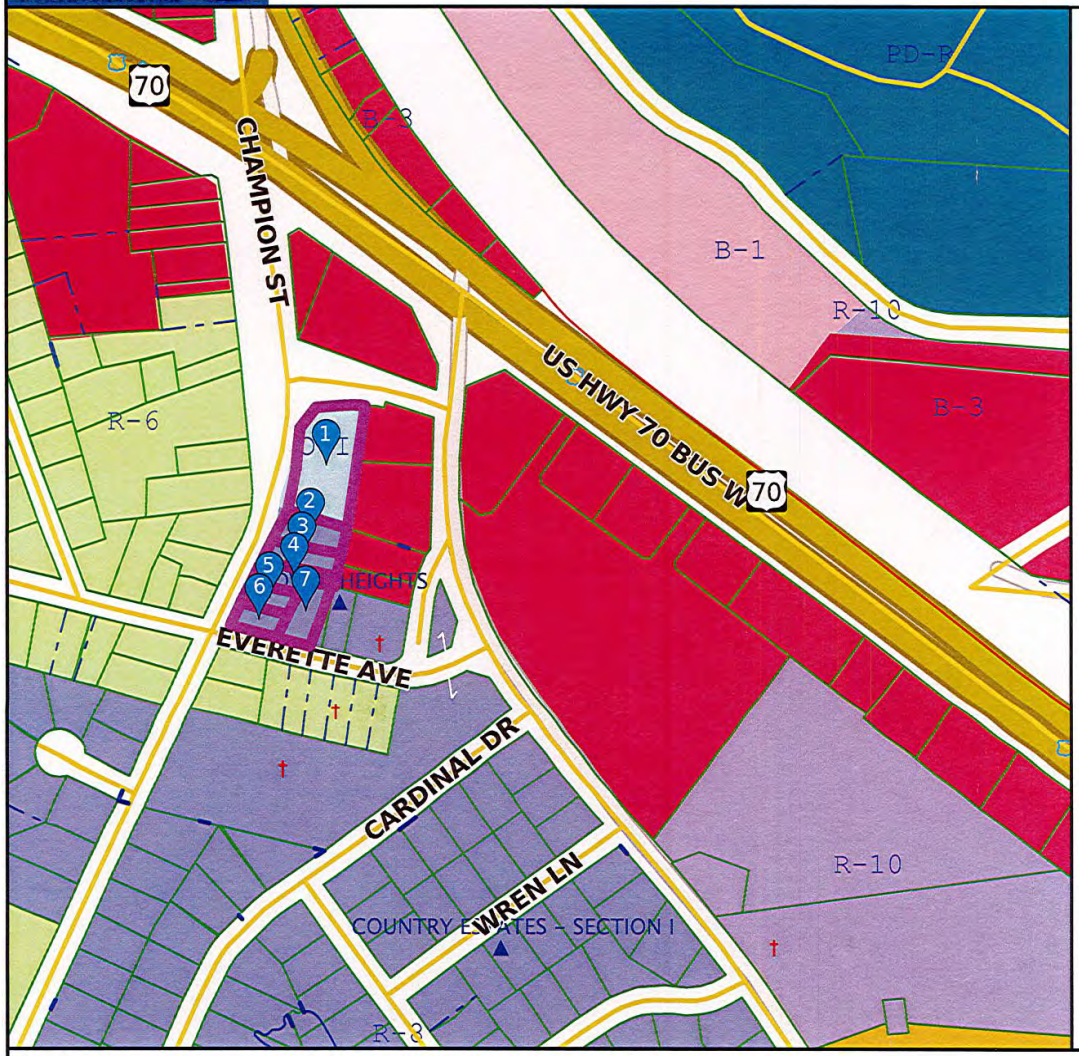
Exhibit A

Tag # and NC Pin #'s for site

JOHNSTON COUNTY
NORTH CAROLINA

*** DISCLAIMER ***

Johnston County assumes no legal responsibility for the information represented here.



Result 1

id:	05003003
Tag:	05003003
NCPin:	166806-38-1375
Mapsheet No:	166806
Owner Name 1:	CLOUDBREAK INVESTMENTS, LLC
Owner Name 2:	
Mail Address 1:	
Mail Address 2:	PO BOX 189
Mail Address 3:	CLAYTON, NC 27528-0189
Site Address 1:	
Site Address 2:	
Book:	05498
Page:	0211
Market Value:	230000
Assessed Acreage:	0.880
Calc. Acreage:	0.850
Sales Price:	350000
Sale Date:	2019-12-31

Scale: 1:4285 - 1 in. = 357.07 feet

(The scale is only accurate when printed landscape on a 8 1/2 x 11 size sheet with no page scaling.)

Johnston County GIS
February 3, 2020

*** DISCLAIMER ***

Johnston County assumes no legal responsibility for the information represented here.

Result 2

id:	05003011
Tag:	05003011
NCPin:	166806-38-1230
Mapsheet No:	166806
Owner Name 1:	CLOUDBREAK INVESTMENTS, LLC
Owner Name 2:	
Mail Address 1:	
Mail Address 2:	PO BOX 189
Mail Address 3:	CLAYTON, NC 27528-0189
Site Address 1:	310 CHAMPION ST
Site Address 2:	CLAYTON, NC 27520-
Book:	05498
Page:	0211
Market Value:	28500
Assessed Acreage:	0.200
Calc. Acreage:	0.210
Sales Price:	350000
Sale Date:	2019-12-31

Result 3

id:	05003012
Tag:	05003012
NCPin:	166806-38-1115
Mapsheet No:	166806
Owner Name 1:	CLOUDBREAK INVESTMENTS, LLC
Owner Name 2:	
Mail Address 1:	
Mail Address 2:	PO BOX 189
Mail Address 3:	CLAYTON, NC 27528-0189
Site Address 1:	
Site Address 2:	
Book:	05498
Page:	0211
Market Value:	9980
Assessed Acreage:	0.180
Calc. Acreage:	0.180
Sales Price:	350000
Sale Date:	2019-12-31

Result 4

id:	05003014
Tag:	05003014
NCPin:	166806-38-0180
Mapsheet No:	166806
Owner Name 1:	CLOUDBREAK INVESTMENTS, LLC
Owner Name 2:	
Mail Address 1:	
Mail Address 2:	PO BOX 189
Mail Address 3:	CLAYTON, NC 27528-0189
Site Address 1:	314 CHAMPION ST
Site Address 2:	CLAYTON, NC 27520-
Book:	05498
Page:	0211
Market Value:	18530
Assessed Acreage:	0.160
Calc. Acreage:	0.160
Sales Price:	350000
Sale Date:	2019-12-31

Result 5

id:	05003015
Tag:	05003015
NCPin:	166806-38-0046
Mapsheet No:	166806
Owner Name 1:	CLOUDBREAK INVESTMENTS, LLC
Owner Name 2:	
Mail Address 1:	
Mail Address 2:	PO BOX 189
Mail Address 3:	CLAYTON, NC 27528-0189
Site Address 1:	316 CHAMPION ST
Site Address 2:	CLAYTON, NC 27520-
Book:	05498
Page:	0211
Market Value:	14250
Assessed Acreage:	0.120
Calc. Acreage:	0.120
Sales Price:	350000
Sale Date:	2019-12-31

*** DISCLAIMER ***

Johnston County assumes no legal responsibility for the information represented here.

Result 6

id:	05003016
Tag:	05003016
NCPin:	166806-38-0021
Mapsheet No:	166806
Owner Name 1:	CLOUDBREAK INVESTMENTS, LLC
Owner Name 2:	
Mail Address 1:	
Mail Address 2:	PO BOX 189
Mail Address 3:	CLAYTON, NC 27528-0189
Site Address 1:	320 CHAMPION ST
Site Address 2:	CLAYTON, NC 27520-
Book:	05498
Page:	0211
Market Value:	14250
Assessed Acreage:	0.140
Calc. Acreage:	0.130
Sales Price:	350000
Sale Date:	2019-12-31

Result 7

id:	05003010
Tag:	05003010
NCPin:	166806-38-1013
Mapsheet No:	166806
Owner Name 1:	CLOUDBREAK INVESTMENTS, LLC
Owner Name 2:	
Mail Address 1:	
Mail Address 2:	PO BOX 189
Mail Address 3:	CLAYTON, NC 27528-0189
Site Address 1:	
Site Address 2:	
Book:	05498
Page:	0211
Market Value:	28500
Assessed Acreage:	0.200
Calc. Acreage:	0.210
Sales Price:	350000
Sale Date:	2019-12-31

EXPLANATION OF PROJECT

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

See Exhibit B

APPROVAL CRITERIA

All applications for a Rezoning must address the following findings:

1. Consistency with the adopted plans of the Town.

   See Exhibit B

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

   See Exhibit B

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

   See Exhibit B

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

   See Exhibit B

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

   See Exhibit B

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

   See Exhibit B

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

See Exhibit B

APPLICANT AFFIDAVIT

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

Amy D. Stancil
Print Name

Signature of Applicant

07/01/2020
Date

Exhibit B

Explanation of Project Findings of Fact

ADAMS & HODGE ENGINEERING, PC

Explanation of Project

Champion East townhomes are proposed to be constructed on 1.853 acres of land located on Champion Street. The land is comprised of 7 vacant lots that will be rezoned to R-6. The largest lot is currently zoned O-I and the other 6 lots are currently zoned R-8. The development will include 20 two story townhomes along Champion Street and Everette Avenue. A private one-way alley, constructed to Town of Clayton standards, will provide access for project. Parking and garages to be located in the rear of the townhomes with access off the one-way alley.

The adjacent zonings and uses around the property include R-6 and R-8 single family homes as well as properties that are zoned B-3 with medical offices. The request for a zoning of R-6 with a maximum density of 12 units per acre (10.79 units/ac actual) which is consistent with the 2040 comprehensive plan.

Water, sewer and electric infrastructure is available and will be provided by the Town of Clayton. Stormwater management facilities will be designed on site in compliance with Johnston County standards.

There are no active or passive recreational facilities proposed on-site. The project opts for a fee in lieu of on-site recreational facilities to be paid to the Town of Clayton.

Item No. 1 **Consistency with the adopted plans and policies of the Town.**

The proposed development is in compliance with the Town of Clayton Comprehensive Plan 2040. In the Plan, the area of the townhome subdivision is designated as High Density Residential (HDR) land use. The HDR land use encourages higher density residential development by using multifamily developments (apartments and townhomes) that have high density (up to 12 units/ac). The proposed development has a total acreage of 1.853 acres with .61 acres of open space. When the density is calculated at build out using 20 units, the density is 10.79 units per acre of land. The proposed townhome development will continue to address the high-density residential component envisioned in the Comprehensive Plan 2040 and will complement the surrounding areas on Champion Street.

Item No. 2 **Suitability of the subject property for uses permitted by the current vs. the proposed district.**

The proposed use is permitted in both the current and proposed zoning district; however, the proposed allows additional density consistent with the 2040 comprehensive plan.

Item No. 3 **Whether the proposed change tends to improve the balance of uses, or meets specific demand in the Town.**

The proposed townhome project meets the current and expected future need for housing in the general area while providing a transition from the office/retail/commercial area to the single family residential area.

Item No. 4 **The capacity of adequate public facilities and services including schools, roads, recreation facilities, wastewater treatment, potable water supply and stormwater drainage facilities is available for the proposed use.**

Given the proximity of the development in relation to the downtown area as well as the US Hwy 70 corridor, the roadway, water, sewer, electric and stormwater infrastructure is in plan to accommodate the proposed use. Educational and recreational opportunity are located within a short drive.

Item No. 5 **It has been determined that the legal purposes for which zoning exists are not violated.**

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

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

The proposed townhome project meets the current and expected future need for housing in the general area while providing a transition from the office/retail/commercial area to the single family residential area.

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

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

ADJACENT PROPERTY OWNERS LIST

Project Name: Champion East

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

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

PARCEL NUMBER	NAME	ADDRESS
See Exhibit C		

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

OWNER'S CONSENT FORM

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

Project Name: Champion East

Address or PIN #: 166806-38-1375, 166806-38-1230 166806-38-1115, 166806-38-0180, 166806-38-0046, 166806-38-0021 & 166806-38-1013

AGENT/APPLICANT INFORMATION:

Adams & Hodge Engineering, PC
(Name - type, print clearly)

314 E Main Street
(Address)
Clayton, NC 27520
(City, State, Zip)

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

Major Subdivision (Planning) — Final Plats
Construction Plans — Administrative Amendment

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

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

OWNER AUTHORIZATION:

Cloudbreak Investments LLC
(Name - type, print clearly)

PO Box 189
(Address)

(Owner's Signature)

Clayton NC, 27528
(City, State, Zip)

STATE OF North Carolina
COUNTY OF Johnston

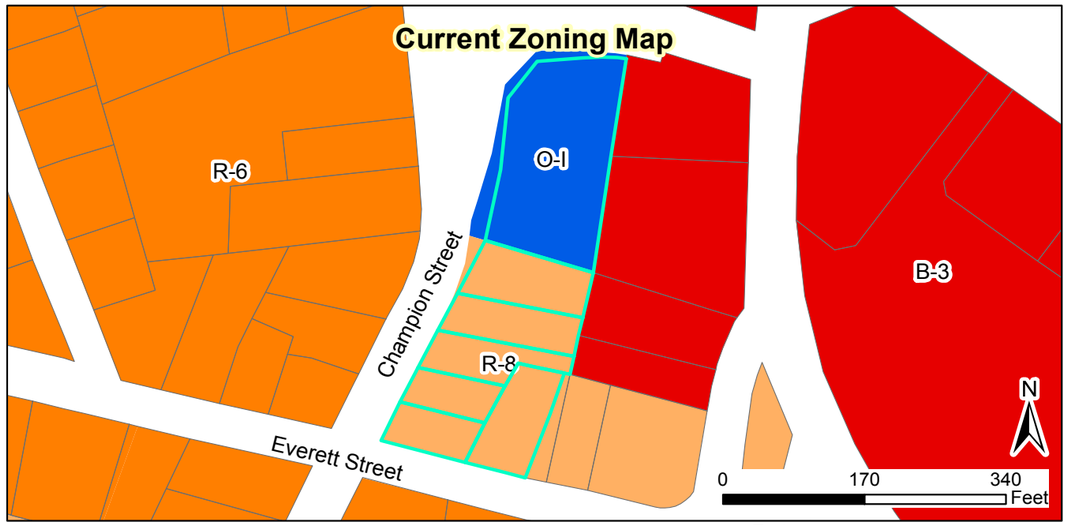
Sworn and subscribed before me Natalie W Braxton, a Notary Public for the above State and County, this the 29 day of May, 2020.

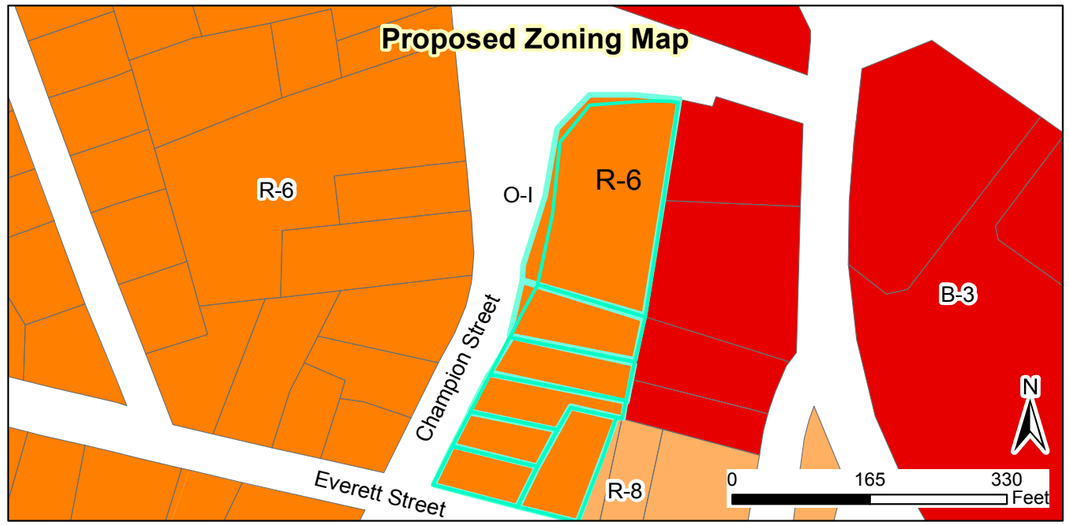
Natalie W Braxton
Notary Public

SEAL

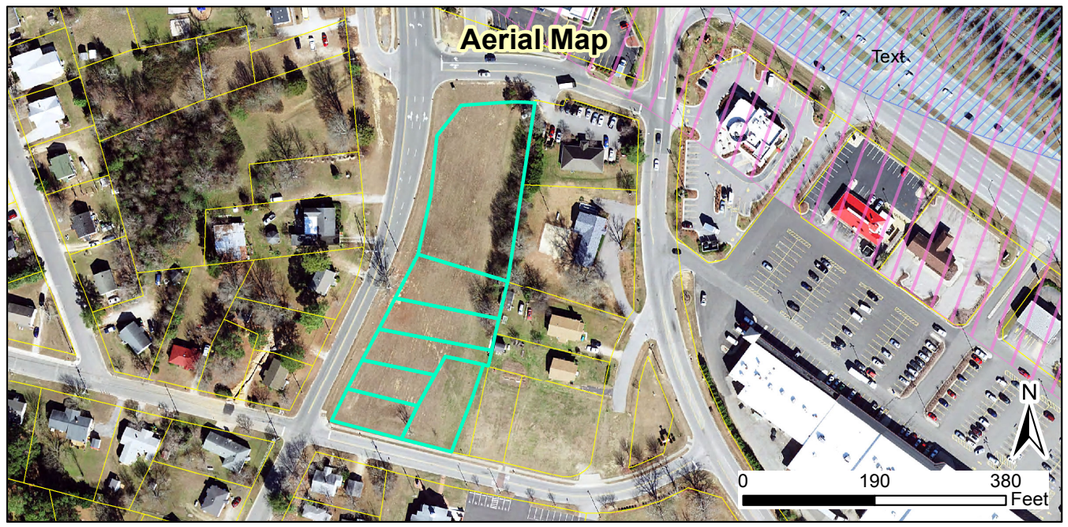
My Commission Expires: 09-26-22

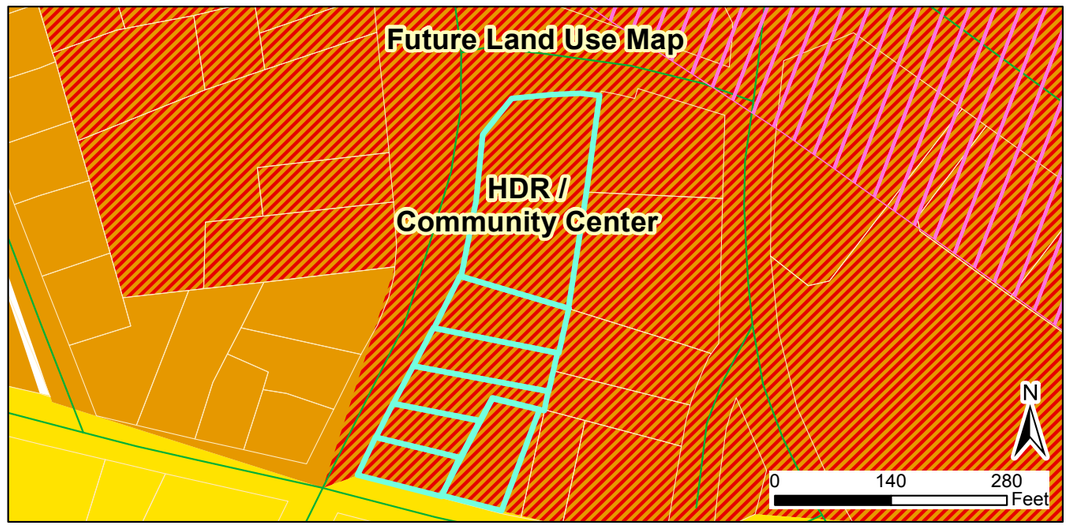
April 2019





Text





Request:
2020-97-RZ - O-I / R-8 to R-6.

Applicant: Adams & Hodge Engineering, PC
Property Owners: Cloudbreak Investments, LLC
Tag #: 05003003; 05003011; 05003012; 05003014;
05003015; 05003016; 05003010

Staff Report Map

7/13/2020

Produced by: TOC Planning

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

Document Path: O:\PLANNING\REZONING\Rezoning\2020\2020-97-RZ Champion East Rezoning\Staff Report Maps\3_2020-97-RZ-Champion East - Staff Report Map.mxd

Legend

- 100-yr Flood Zone
- Thoroughfare Overlay
- Watershed Protection Overlay
- Site

ADAMS & HODGE ENGINEERING, PC

July 10, 2020

Dear Clayton Area Property Owner:

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

Meeting Date: **Tuesday, July 21, 2020**

Meeting Time: **7:00 p.m.**

Meeting Location: **314 E. Main St. (Adams & Hodge Engineering – Entrance and Parking in the back of building) We will meet outside.**

Type of Application: **New Major Subdivision Plan Application, Rezoning Application and Special Use Application**

Project/proposal property location: **This project location is 310 Champion Street Clayton, NC 27520**

Description of project/proposal: **Champion East townhomes are proposed to be constructed on 1.853 acres of land located on Champion Street. The development is comprised of 20 two story townhomes located on private one-way alley that will be constructed to Town of Clayton standards.**

At a minimum, the following will be available for your inspection at the Neighborhood Meeting:

1. A copy of the project application.
2. A schedule of all upcoming public meetings for application.
3. A map at scale that is appropriate to the project and shows neighboring properties and roads.
4. A map, drawing, or other depiction of the proposed land use change or development proposal.

A map is enclosed with this letter showing the location of the property that is subject to this application for land use change and/or development proposal.

If you have any questions prior to or after this meeting, you may contact us at ***(919)763-7278***.

You may also contact the Planning Department at 919-553-5002.

Sincerely,

Donald C. Adams, Jr., PE

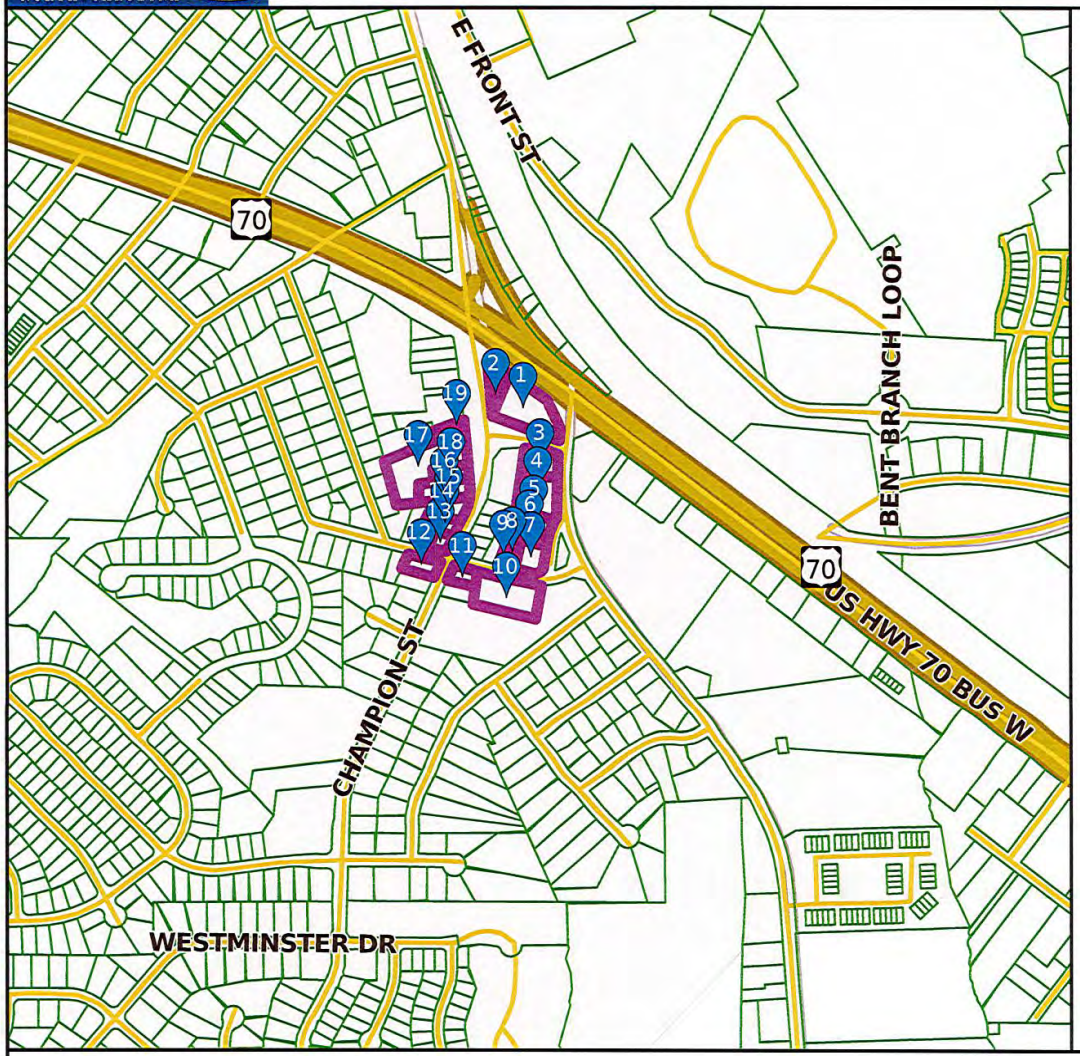
NORTH CAROLINA PROFESSIONAL SEAL 25469 ENGINEER DONALD C. ADAMS, JR.

Exhibit C

Adjacent Property Owners List

*** DISCLAIMER ***

Johnston County assumes no legal responsibility for the information represented here.



Result 1

id:	05003001A
Tag:	05003001A
NCPin:	166806-38-2666
Mapsheet No:	166806
Owner Name 1:	101 BOLING STREET LLC
Owner Name 2:	
Mail Address 1:	1241 NE 83RD ST
Mail Address 2:	
Mail Address 3:	MIAMI, FL 33138-4140
Site Address 1:	101 S BOLING ST
Site Address 2:	CLAYTON, NC 27520-
Book:	05032
Page:	0129
Market Value:	1680120
Assessed Acreage:	1.040
Calc. Acreage:	1.050
Sales Price:	2050000
Sale Date:	2017-09-25

Scale: 1:8827 - 1 in. = 735.55 feet

(The scale is only accurate when printed landscape on a 8 1/2 x 11 size sheet with no page scaling.)

Johnston County GIS
May 28, 2020

*** DISCLAIMER ***

Johnston County assumes no legal responsibility for the information represented here.

Result 2

id:	05003001
Tag:	05003001
NCPin:	166806-38-1736
Mapsheet No:	166806
Owner Name 1:	IRONWOOD DEVELOPERS, LLC
Owner Name 2:	
Mail Address 1:	442 1/2 EAST MAIN ST
Mail Address 2:	
Mail Address 3:	CLAYTON, NC 27520
Site Address 1:	
Site Address 2:	
Book:	04726
Page:	0573
Market Value:	29400
Assessed Acreage:	0.270
Calc. Acreage:	0.270
Sales Price:	0
Sale Date:	2016-03-01

Result 3

id:	05003002
Tag:	05003002
NCPin:	166806-38-3411
Mapsheet No:	166806
Owner Name 1:	KHUSAYEM, MAZEN DR
Owner Name 2:	
Mail Address 1:	
Mail Address 2:	P O BOX 997
Mail Address 3:	CLAYTON, NC 27528-0000
Site Address 1:	
Site Address 2:	
Book:	01870
Page:	0885
Market Value:	403960
Assessed Acreage:	0.400
Calc. Acreage:	0.430
Sales Price:	88000
Sale Date:	1999-09-22

Result 4

id:	05003004
Tag:	05003004
NCPin:	166806-38-3206
Mapsheet No:	166806
Owner Name 1:	KHUSAYEM, MAZEN
Owner Name 2:	
Mail Address 1:	205 S BOLING ST
Mail Address 2:	
Mail Address 3:	CLAYTON, NC 27520
Site Address 1:	205 S BOLING ST
Site Address 2:	CLAYTON, NC 27520-
Book:	05329
Page:	0604
Market Value:	366940
Assessed Acreage:	0.680
Calc. Acreage:	0.680
Sales Price:	240000
Sale Date:	2019-04-16

Result 5

id:	05003005
Tag:	05003005
NCPin:	166806-38-2195
Mapsheet No:	166806
Owner Name 1:	BYRD, TERESSA P.
Owner Name 2:	JARMIN, DONNA P.
Mail Address 1:	204 FREEDOM RD
Mail Address 2:	
Mail Address 3:	SMITHFIELD, NC 27577-8123
Site Address 1:	209 S BOLING ST
Site Address 2:	CLAYTON, NC 27520-
Book:	02224
Page:	0199
Market Value:	90020
Assessed Acreage:	1.000
Calc. Acreage:	0.300
Sales Price:	0
Sale Date:	2002-04-30

*** DISCLAIMER ***

Johnston County assumes no legal responsibility for the information represented here.

Result 6

id: 05003006
Tag: 05003006
NCPin: 166806-38-2079
Mapsheet No: 166806
Owner Name 1: BYRD, TERESSA P.
Owner Name 2: JARMIN, DONNA P.
Mail Address 1: 204 FREEDOM RD
Mail Address 2:
Mail Address 3: SMITHFIELD, NC 27577-8123
Site Address 1: 211 S BOLING ST
Site Address 2: CLAYTON, NC 27520-
Book: 02224
Page: 0199
Market Value: 63480
Assessed Acreage: 1.000
Calc. Acreage: 0.200
Sales Price: 0
Sale Date: 2002-04-30

Result 7

id: 05003007
Tag: 05003007
NCPin: 166806-37-2979
Mapsheet No: 166806
Owner Name 1: EVERETT'S CHAPEL FWB CHURCH
Owner Name 2:
Mail Address 1:
Mail Address 2:
Mail Address 3:
Site Address 1:
Site Address 2:
Book: 00598
Page: 0584
Market Value: 28500
Assessed Acreage: 1.000
Calc. Acreage: 0.360
Sales Price: 0
Sale Date: 1962-01-01

Result 8

id: 05003009
Tag: 05003009
NCPin: 166806-38-1091
Mapsheet No: 166806
Owner Name 1: BYRD, TERESSA P.
Owner Name 2: JARMIN, DONNA P.
Mail Address 1: 204 FREEDOM RD
Mail Address 2:
Mail Address 3: SMITHFIELD, NC 27577-8123
Site Address 1:
Site Address 2:
Book: 02224
Page: 0199
Market Value: 28500
Assessed Acreage: 1.000
Calc. Acreage: 0.160
Sales Price: 0
Sale Date: 2002-04-30

Result 9

id: 05010199
Tag: 05010199
NCPin: 166806-37-1959
Mapsheet No: 166806
Owner Name 1: DONALD KEITH POLLARD TRUST
Owner Name 2: BYRD, TERESA P. TRUSTEE
Mail Address 1: 204 FREEDOM RD
Mail Address 2:
Mail Address 3: SMITHFIELD, NC 27577-8123
Site Address 1:
Site Address 2:
Book: 00771
Page: 0302
Market Value: 2850
Assessed Acreage: 1.000
Calc. Acreage: 0.050
Sales Price: 0
Sale Date: 1974-01-01

*** DISCLAIMER ***

Johnston County assumes no legal responsibility for the information represented here.

Result 10

id: 05004012A
Tag: 05004012A
NCPin: 166806-37-0775
Mapsheet No: 166806
Owner Name 1: EVERETT CHAPEL CHURCH
Owner Name 2:
Mail Address 1: 420 BARBOUR ST
Mail Address 2:
Mail Address 3: CLAYTON, NC 27520-0000
Site Address 1:
Site Address 2:
Book: 00731
Page: 0002
Market Value: 57000
Assessed Acreage: 1.030
Calc. Acreage: 0.973
Sales Price: 0
Sale Date: 1972-01-01

Result 11

id: 05004011
Tag: 05004011
NCPin: 166806-27-9971
Mapsheet No: 166806
Owner Name 1: IRONWOOD DEVELOPERS, LLC
Owner Name 2:
Mail Address 1: 442 1/2 EAST MAIN ST
Mail Address 2:
Mail Address 3: CLAYTON, NC 27520
Site Address 1: 309 EVERETTE AVE
Site Address 2: CLAYTON, NC 27520-
Book: 04726
Page: 0573
Market Value: 87910
Assessed Acreage: 0.200
Calc. Acreage: 0.190
Sales Price: 0
Sale Date: 2016-03-01

Result 12

id: 05004009
Tag: 05004009
NCPin: 166806-27-7808
Mapsheet No: 166806
Owner Name 1: WALTHOM GROUP
Owner Name 2:
Mail Address 1: 442 1/2 EAST MAIN STREET
Mail Address 2:
Mail Address 3: CLAYTON, NC 27520-0000
Site Address 1: 403 CHAMPION ST
Site Address 2: CLAYTON, NC 27520-
Book: 02989
Page: 0776
Market Value: 109740
Assessed Acreage: 1.000
Calc. Acreage: 0.243
Sales Price: 95000
Sale Date: 2005-10-04

Result 13

id: 05003018
Tag: 05003018
NCPin: 166806-28-8076
Mapsheet No: 166806
Owner Name 1: LEE, JAMES W JR
Owner Name 2: LEE, BRAXTON A
Mail Address 1: 401 PATE ST
Mail Address 2:
Mail Address 3: APEX, NC 27520-0000
Site Address 1: 315 CHAMPION ST
Site Address 2: CLAYTON, NC 27520-
Book: 02647
Page: 0212
Market Value: 71660
Assessed Acreage: 0.140
Calc. Acreage: 0.150
Sales Price: 0
Sale Date: 2004-03-05

*** DISCLAIMER ***

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Result 14

id: 05003018A
Tag: 05003018A
NCPin: 166806-28-8184
Mapsheet No: 166806
Owner Name 1: LEE, BRAXTON A
Owner Name 2: LEE, JAMES W JR
Mail Address 1: 401 PATE ST
Mail Address 2:
Mail Address 3: APEX, NC 27502-0000
Site Address 1:
Site Address 2:
Book: 02840
Page: 0590
Market Value: 11240
Assessed Acreage: 0.190
Calc. Acreage: 0.200
Sales Price: 37000
Sale Date: 2005-02-07

Result 15

id: 05003017
Tag: 05003017
NCPin: 166806-28-8143
Mapsheet No: 166806
Owner Name 1: COATS, MAYNARD MAURICE
Owner Name 2: COATS, VIRGINIA O
Mail Address 1: 307 CHAMPION ST
Mail Address 2:
Mail Address 3: CLAYTON, NC 27520-0000
Site Address 1: 313 CHAMPION ST
Site Address 2: CLAYTON, NC 27520-
Book: 01273
Page: 0439
Market Value: 70320
Assessed Acreage: 1.000
Calc. Acreage: 0.302
Sales Price: 35000
Sale Date: 1992-08-01

Result 16

id: 05003021
Tag: 05003021
NCPin: 166806-28-8299
Mapsheet No: 166806
Owner Name 1: COATS, MAYNARD MAURICE
Owner Name 2: COATS, VIRGINIA O
Mail Address 1: 307 CHAMPION ST
Mail Address 2:
Mail Address 3: CLAYTON, NC 27520-0000
Site Address 1: 307 CHAMPION ST
Site Address 2: CLAYTON, NC 27520-
Book: 00745
Page: 0524
Market Value: 155990
Assessed Acreage: 1.000
Calc. Acreage: 0.430
Sales Price: 0
Sale Date: 1973-01-01

Result 17

id: 05003022
Tag: 05003022
NCPin: 166806-28-8410
Mapsheet No: 166806
Owner Name 1: STEPHENSON, THOMAS ALAN
Owner Name 2: STEPHENSON, ELIZABETH KING
Mail Address 1: 2013 SMITH DR
Mail Address 2:
Mail Address 3: CLAYTON, NC 27520-8253
Site Address 1: 305 CHAMPION ST
Site Address 2: CLAYTON, NC 27520-
Book: 05438
Page: 0549
Market Value: 71250
Assessed Acreage: 1.400
Calc. Acreage: 1.380
Sales Price: 0
Sale Date: 2019-10-02

*** DISCLAIMER ***

Johnston County assumes no legal responsibility for the information represented here.

Result 18

id:	05003021A
Tag:	05003021A
NCPin:	166806-28-9326
Mapsheet No:	166806
Owner Name 1:	COATS, MAYNARD MAURICE
Owner Name 2:	COATS, VIRGINIA O
Mail Address 1:	307 CHAMPION ST
Mail Address 2:	
Mail Address 3:	CLAYTON, NC 27520-0000
Site Address 1:	
Site Address 2:	
Book:	00745
Page:	0523
Market Value:	28500
Assessed Acreage:	0.220
Calc. Acreage:	0.220
Sales Price:	0
Sale Date:	1973-02-20

Result 19

id:	05003035
Tag:	05003035
NCPin:	166806-28-9515
Mapsheet No:	166806
Owner Name 1:	JOHNSTON LEE COMMUNITY ACTION
Owner Name 2:	
Mail Address 1:	
Mail Address 2:	
Mail Address 3:	
Site Address 1:	
Site Address 2:	
Book:	
Page:	
Market Value:	28500
Assessed Acreage:	1.000
Calc. Acreage:	0.150
Sales Price:	0
Sale Date:	

ADAMS & HODGE
ENGINEERING, PC

July 21, 2020

Lori Bryant
Development Services Coordinator
Town of Clayton
111 E. Second Street
Clayton, NC 27527

Subject: Champion East
Neighborhood Meeting

Dear Ms. Bryant,

The neighborhood meeting for Champion East was held last night, July 21, 2020. Please find attached the attendance Roster the Meeting Minutes for the Champion East Project, and a letter that we received in the mail from an adjacent property owner.

Please let me know if you need anything else.

Sincerely,

Holland Adams
919-763-2780
holland@adamsandhodge.com

NEIGHBORHOOD MEETING ATTENDANCE ROSTER

Project: Champion East

Application: New Major Subdivision, Rezoning, + Special Use

Location/Date: Adams & Hodge Engineering 314 E. Main St - Clayton 7-21-2020 7:00pm

	NAME	ADDRESS
1	Donnie Adams	404 Swann Trail Clayton
2	Holland Adams	404 Swann Trail Clayton
3	Teresa Byrd	204 Freedom Rd Smithfield 27577
4	Donna Jarman	108 Wellmade DR / Benson, NC 27504
5	Shirley Brett	90 Showy Orchid Ln Smithfield NC 27577
6		
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ADAMS & HODGE ENGINEERING, PC

Champion East Neighborhood Meeting Minutes
Date: July 21, 2020
Time: 7:00pm
Location: 314 E. Main Street (Adams & Hodge Engineering – outside parking lot due to Covid 19)

The Meeting began at 7:10. There were 5 people total at the meeting (see attendance roster).
The plans and applications were on a table for the attendees to view.
Donnie Adams began by explaining the application process with the Town of Clayton and discussing the zoning. The two adjacent property owners, Teresa Byrd and Donna Jarman and their realtor Shirley Brett asked about the zoning areas. Donnie explained what the different zoning areas meant and showed them where they were on the set of plans. Donnie went through the plans with the ladies and showed them the proposed 20 townhome units, what they would look like, the private access from the back, the mail cluster units, and proposed 1 car garage. He also showed them the utilities, stormwater, erosion control and landscape plan. Donna Jarman asked what kind of landscape would be along her property? Donnie showed Donna the buffer area adjacent to her property. Shirley Brett asked if there were going to be any amenities like a clubhouse or pool? Donnie said they had not planned any amenities. Shirley also asked if there was going to be an HOA? Donnie said yes. Shirley wanted to know if the developer would be pre-selling any of these units. Donnie responded that would be a developer question.
The ladies continued to look over the plans. Donnie asked for any other questions and there were none. The meeting adjourned at 7:45.

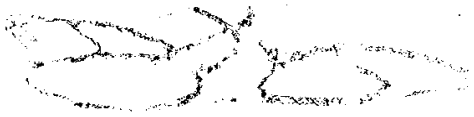
Ironwood Developers
442 ½ East Main Street
Clayton, NC 27520

July 17, 2020

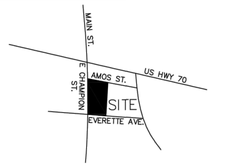
Donald C Adams, Jr
Adams & Hodge
314 E Main Street
Clayton, NC 27520

Donald,

We approve of the project for Champion East Townhomes.



Norwood Thompson



VICINITY MAP (NOT TO SCALE)

CERTIFICATE OF OWNERSHIP AND DEDICATION

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISH MINIMUM BUILDING SETBACK LINES AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER SITES AND EASEMENTS TO PUBLIC AND PRIVATE USE AS NOTED. FURTHERMORE, I DEDICATE ALL ELECTRICAL SYSTEMS AND ALL SEWER AND WATER LINES TO THE TOWN OF CLAYTON.

DATE _____ OWNER _____

THIS PLAT REPRESENTS A RECOMBINATION OF PREVIOUSLY RECORDED PARCELS OF LAND AND DOES NOT CONSTITUTE A SUBDIVISION AS SPECIFIED BY THE NORTH CAROLINA GENERAL STATUTES. APPROVAL FOR RECORDATION BY THE TOWN OF CLAYTON IS GRANTED BY CERTIFICATION BELOW.

DATE _____ PLANNING DIRECTOR–TOWN OF CLAYTON, N.C.

PROPERTY SHOWN HEREON ___IS___ XXXX ___IS NOT LOCATED IN A FEMA DESIGNATED FLOOD ZONE.
FEMA FLOOD HAZARD PANEL NO. 3720166800 K
EFFECTIVE DATE: JUNE 20, 2018

04–14–20 _____
DATE SURVEYOR

THIS SURVEY:

- ☐ A. CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
- ☐ B. IS LOCATED IN A PORTION OF A COUNTY OR MUNICIPALITY THAT IS UNREGULATED AS TO AN ORDINANCE THAT REGULATES PARCELS OF LAND.
- ☐ C. IS ONE OF THE FOLLOWING:
  - 1) IS OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.
  - 2) IS OF AN EXISTING FEATURE, SUCH AS A BUILDING OR OTHER STRUCTURE, OR NATURAL FEATURE, SUCH SUCH AS A WATERCOURSE.
  - 3) IS A CONTROL SURVEY
  - 4) IS OF A PROPOSED EASEMENT FOR A PUBLIC UTILITY AS DEFINED IN G.S. 62–3.
- ■ **D. IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT–ORDERED SURVEY, OR OTHER EXEMPTION OR EXCEPTION TO THE DEFINITION OF SUBDIVISION.**
- ☐ E. THE INFORMATION AVAILABLE TO THE SURVEYOR IS SUCH THAT THE SURVEYOR IS UNABLE TO MAKE A DETERMINATION TO THE BEST OF THE TO THE BEST OF THE SURVEYOR'S PROFESSIONAL ABILITY AS TO PROVISIONS CONTAINED IN (A) THROUGH (D) ABOVE.

04–14–20 _____
DATE SURVEYOR

SURVEYOR'S DISCLAIMER: NO ATTEMPT WAS MADE TO LOCATE ANY CEMETERIES, WETLANDS, HAZARDOUS MATERIAL SITES, UNDERGROUND UTILITIES OR ANY OTHER FEATURES ABOVE OR BELOW GROUND OTHER THAN THOSE SHOWN.

04–14–20 _____
DATE SURVEYOR

STATE OF NORTH CAROLINA, ___JOHNSTON___ COUNTY

I, CURK T. LANE , DO HEREBY CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 5498 , PAGE 211 , ETC.); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK 5498 , PAGE 211 ; THAT THE RATIO OF PRECISION AS CALCULATED IS 1: 10,000+ ; THAT THE GLOBAL POSITIONING ACCURACY (GPS) OBSERVATIONS WERE PERFORMED TO THE GEOSPATIAL POSITIONING ACCURACY STANDARDS, PART 2: STANDARDS FOR GEODETIC NETWORKS AT 1 CENTIMETER ACCURACY CLASSIFICATION (95% CONFIDENCE) USING RTK NETWORK; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47–30 AS AMENDED. THAT THIS PLAT MEETS THE REQUIREMENT OF G.S. 47–30 SECTION F–11 m.D. WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS 14th DAY OF APRIL , A.D. 2020

NORTH CAROLINA SURVEYOR SEAL L-3990 CURK T. LANE

_____
SURVEYOR

L – 3990
LICENSE NUMBER

REVIEW OFFICER'S CERTIFICATE

I, _____ REVIEW OFFICER OF JOHNSTON COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

_____ _____
DATE REVIEW OFFICER

STATE OF NORTH CAROLINA, JOHNSTON COUNTY

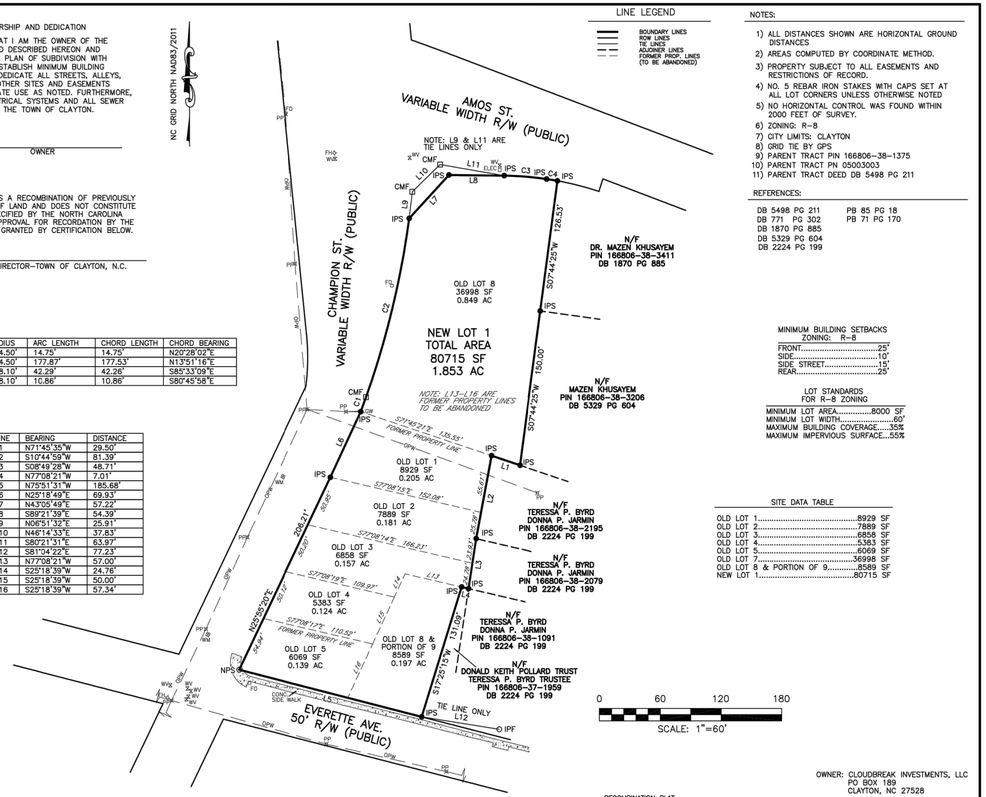
THIS INSTRUMENT WAS PRESENTED FOR REGISTRATION AND RECORDING THIS _____ DAY OF _____ 20_____ AT_____.

CRAIG OLIVE ___BY_____
REGISTER OF DEEDS DEPUTY REG. OF DEEDS

RECORDED IN PB_____PG_____

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	834.50'	14.75'	14.75'	N20°28'02"E
C2	834.50'	177.83'	177.53'	N13°51'16"E
C3	318.10'	42.29'	42.26'	S85°33'09"E
C4	318.10'	10.86'	10.86'	S80°45'58"E

LINE	BEARING	DISTANCE
L1	N71°45'35"W	29.50'
L2	S10°44'59"W	81.39'
L3	S08°49'28"W	48.71'
L4	N77°08'21"W	7.01'
L5	N79°51'31"W	185.68'
L6	N25°18'49"E	69.93'
L7	N43°05'49"E	57.22'
L8	S89°21'39"E	54.39'
L9	N06°51'32"E	25.91'
L10	N46°14'33"E	37.83'
L11	S80°21'31"E	63.97'
L12	S81°04'22"E	77.23'
L13	N77°08'21"W	57.00'
L14	S25°18'39"W	24.78'
L15	S25°18'39"W	50.00'
L16	S25°18'39"W	57.34'



NOTES:

1) ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES
2) AREAS COMPUTED BY COORDINATE METHOD.
3) PROPERTY SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
4) NO. 5 REBAR IRON STAKES WITH CAPS SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED
5) NO HORIZONTAL CONTROL WAS FOUND WITHIN 2000 FEET OF SURVEY.
6) ZONING: R–8
7) CITY LIMITS: CLAYTON
8) GRID TIE BY GPS
9) PARENT TRACT PIN 166806–38–1375
10) PARENT TRACT PIN 05003003
11) PARENT TRACT DEED DB 5498 PG 211

REFERENCES:

DB 5498 PG 211 PB 85 PG 18
DB 771 PG 302 PB 71 PG 170
DB 1870 PG 885
DB 5329 PG 604
DB 2224 PG 199

MINIMUM BUILDING SETBACKS
ZONING: R–8

FRONT	25'
SIDE	10'
SIDE, STREET	15'
REAR	25'

LOT STANDARDS
FOR R–8 ZONING

MINIMUM LOT AREA	8000 SF
MINIMUM LOT WIDTH	60'
MAXIMUM BUILDING COVERAGE	35%
MAXIMUM IMPERVIOUS SURFACE	55%

SITE DATA TABLE

OLD LOT 1	8929 SF
OLD LOT 2	7889 SF
OLD LOT 3	6858 SF
OLD LOT 4	5383 SF
OLD LOT 5	6069 SF
OLD LOT 7	36998 SF
OLD LOT 8 & PORTION OF 9	8589 SF
NEW LOT 1	80715 SF

OWNER: CLOUDBREAK INVESTMENTS, LLC
PO BOX 189
CLAYTON, NC 27528

RECOMBINATION PLAT
FOR

CLOUDBREAK INVESTMENTS, LLC

CLAYTON TOWNSHIP, JOHNSTON COUNTY
NORTH CAROLINA
APRIL 10, 2020

LEGEND

○	IPF	IRON PIPE FOUND
●	IPS	IRON PIPE SET
■	CMF	CONCRETE MONUMENT FOUND
○	PKNF	PARKER–KALON NAIL FOUND
●	PKNS	PARKER–KALON NAIL SET
●	RRS	RAILROAD SPIKE
○	CSF	COTTON SPIKE FOUND
●	CSS	COTTON SPIKE SET
○	CF	CONTROL CORNER
△	CP	CALCULATED POINT
	P/P	POWER POLE
	OPW	OVERHEAD POWER LINE
	R/W	RIGHT OF WAY
	S.F.	SQUARE FEET
	AC	ACRES
	DB	DEED BOOK
	PB	PLAT BOOK
	MM	MILEAGE OF MAPS
	PG	PAGE
	LF	LINEAR FEET
	1SS	LOT HAS OFFSITE SEWER
	1SSL	OFFSITE SEWER LOT
	1SR	RECOMBINATION LOT
	100	STREET ADDRESS
		LINES NOT SURVEYED

SURVEYED BY:	FERNANDO
DRAWN BY:	KAMAL
CHECKED BY:	CURK
DRAWING NAME:	RECOMB EAST.DWG
SURVEY DATE:	4/2/2020
JOB NO.	1900.034

TRUE LINE SURVEYING, P.C.

205 WEST MAIN STREET
CLAYTON, N.C. 27520
TELEPHONE: (919) 359–0427
FAX: (919) 359–0428
www.truelinesurveying.com

C–1859

ADAMS & HODGE ENGINEERING, PC
314 EAST MAIN STREET
CLAYTON, NC 27520
info@adamsandhodge.com
(919) 553–5002
FIRM # C-4187

REVISIONS:

CHAMPION EAST
TOWN OF CLAYTON, JOHNSTON COUNTY, NORTH CAROLINA

SEALED BOUNDARY

DESIGN	DCA
DRAWN	
CHECKED	DCA
HORIZONTAL SCALE	SEE GRAPHIC SCALE
VERTICAL SCALE	N/A
DATE	05/11/2020
JOB NO.	
SHEET	C1.00

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

August 18, 2021

NOTICE

SUBJECT:	**Project:**	2020-97-RZ Champion East – Re-Zoning
	Address / Location:	310 Champion Street Northeast Corner of Champion Street and Everett Street
	TAG #:	05003003; 05003011; 05003012; 05003014; 05003015; 05003016; 05003010
	Applicant:	Adams & Hodge Engineering, PC

Dear Clayton Area Property Owner:

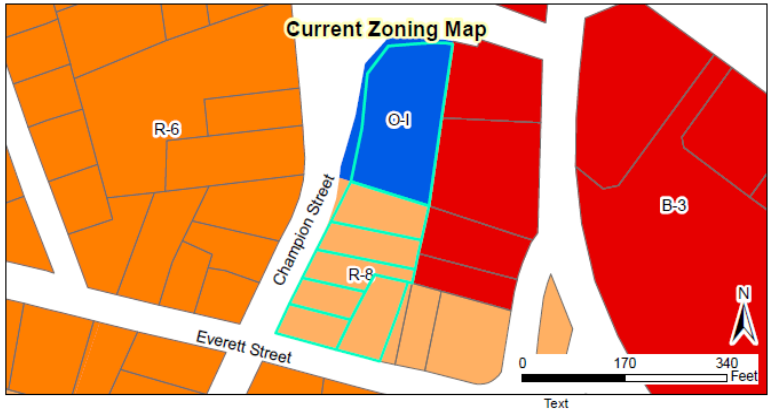
Notice is hereby given that the Clayton Town Council will hold a public hearing on ***September 7, 2021 at 6:00 PM***, at Town Hall, 111 E. Second Street, to make a decision on the above referenced Rezoning application. The applicant is requesting to rezone 1.853 acres from Office-Institutional (O-I - Parcel-ID 05003003) and R-8 (Single Family Residential-8) to R-6 (Single Family Residential-6). The project is located on the north east corner of Champion Street and Everett Street; please see the map on the back of this letter.

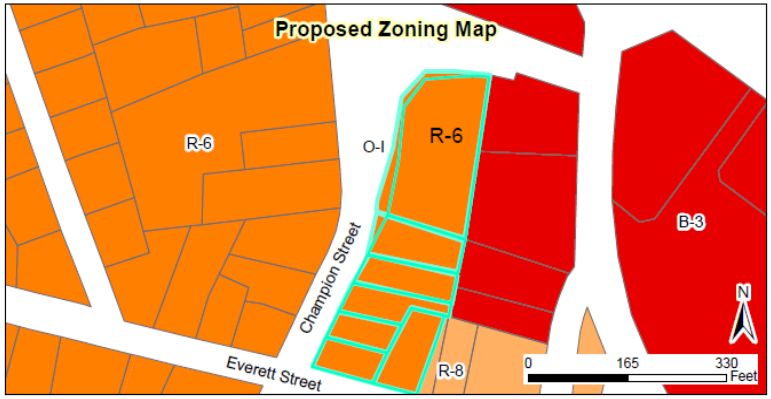
Based upon records in the Johnston County Tax Office, you are the owner of property that is within 100 feet of this proposed rezoning request. You are invited to join this meeting and express your opinions on this request to the Planning Board.

If you should need additional assistance or information, please contact the Planning Department at (919) 553-5002 or email at jcaines@townofclaytonnc.org.

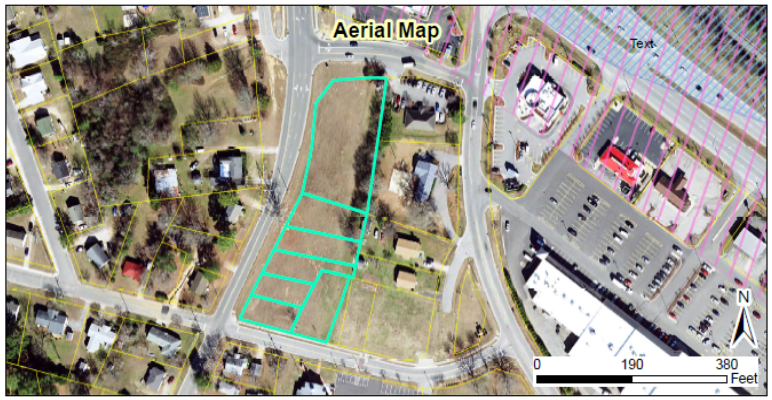
Sincerely,

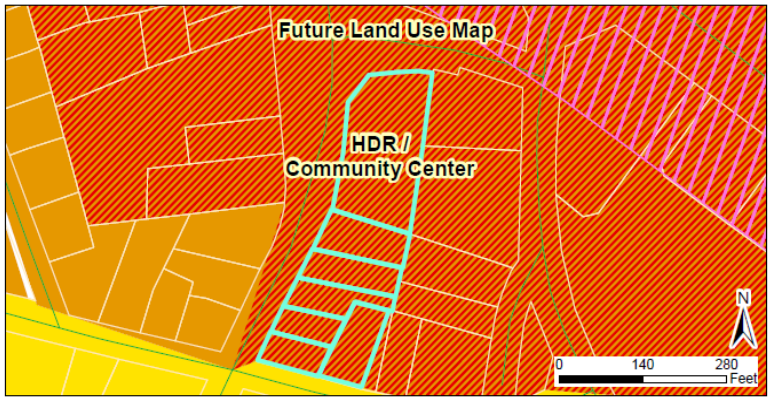
Jeff Caines, AICP
Senior Planner





Text





Request:
2020-97-RZ - O-I / R-8 to R-6.

Applicant: Adams & Hodge Engineering, PC
Property Owners: Cloudbreak Investments, LLC
Tag #: 05003003; 05003011; 05003012; 05003014; 05003015; 05003016; 05003010

Staff Report Map

7/13/2020
Produced by: TOC Planning
Disclaimer: Town of Clayton assumes no legal responsibility for the quality fo the data represented here.

Document Path: O:\PLANNING\REZONING\Rezoning\2020\2020-97-RZ Champion East Rezoning\Staff Report Maps\3_2020-97-RZ-Champion East - Staff Report Map.mxd

Legend
- 100-yr Flood Zone
- Thoroughfare Overlay
- Watershed Protection Overlay
- Site

PUBLIC NOTICE

In accordance with NC GS 160D-602, the Clayton Town Council will hold a public hearing on September 7, 2021, at 6 PM at Town Hall, 111 East Second Street, to consider the following rezoning requests:

- **2020-97-RZ – Champion East – rezone 1.853 acres from Office-Institutional (O-I - Parcel-ID 05003003) and Single Family Residential-8 (R-8 – Parcel-ID 05003011; 05003012; 05003014; 05003015; 05003016; 05003010) to Single Family Residential-6 (R-6).**

The Clayton Town Council reserves the right to approve the request as presented or any portion of the request without necessity of withdrawal or modification of the application or additional public hearing on the matter. Likewise, the Town Council may designate approval to the district requested or another district or districts without modification of the request or additional public hearing.

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

Jeff Caines, Senior Planner
919-553-5002

_____

The Johnstonian Newspaper

Please advertise on the following dates:
September 1, 2021
August 25, 2021

Affidavit of publication required.

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

Planning Board, 07/27/2020; 08/24/2020
Town Council, September 7, 2021

STAFF REPORT

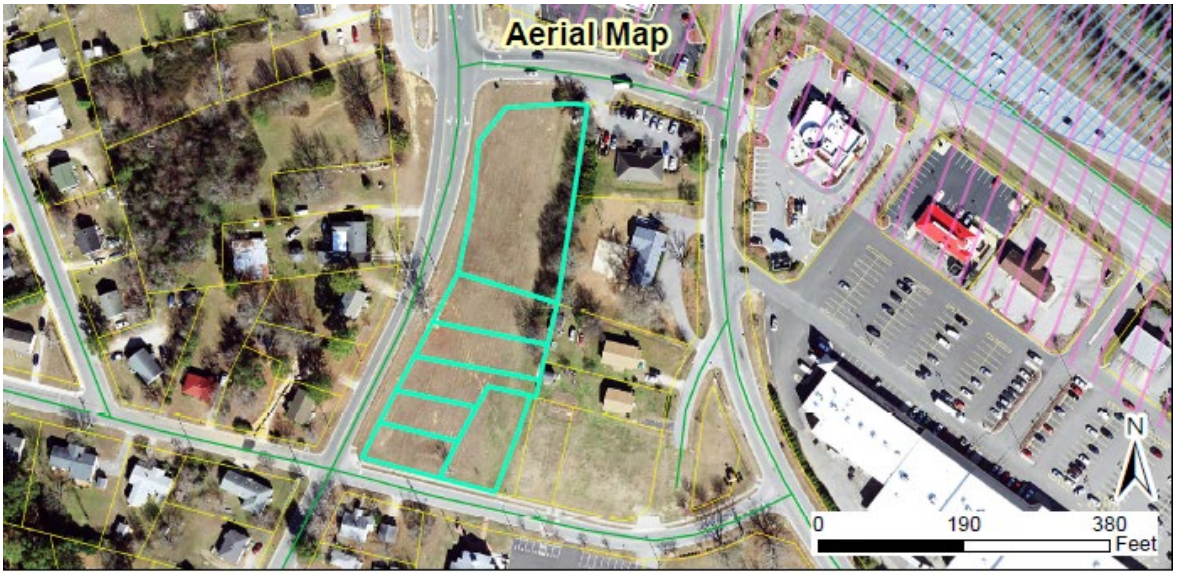
Application Number: 2020-97-RZ
Project Name: Champion East – Rezoning

TAG #(s): 05003003; 05003011; 05003012; 05003014; 05003015; 05003016; 05003010
Town Limits/ETJ: Town Limits
Applicant: True Line Surveying
Owner: Cloudbreak Investments, LLC
Location: 310 Champion Street
Project Planner: Jeff Caines, Planner

Public Noticing Dates:

- **Neighborhood Meeting:** July 21, 2020
- **Sign posted:** July 17, 2020 (PB) / September 11, 2020 (TC)
- **Adjacent Property Letters Mailed:** July 17, 2020 (PB) / September 11, 2020 (TC)
- **Newspaper Ad published:** August 25, 2021 / September 1, 2021

REQUEST: Rezone 1.853 acres from Office-Institutional (O-I - Parcel-ID 05003003) and Single Family Residential-8 (R-8) to Single Family Residential-6 (R-6).



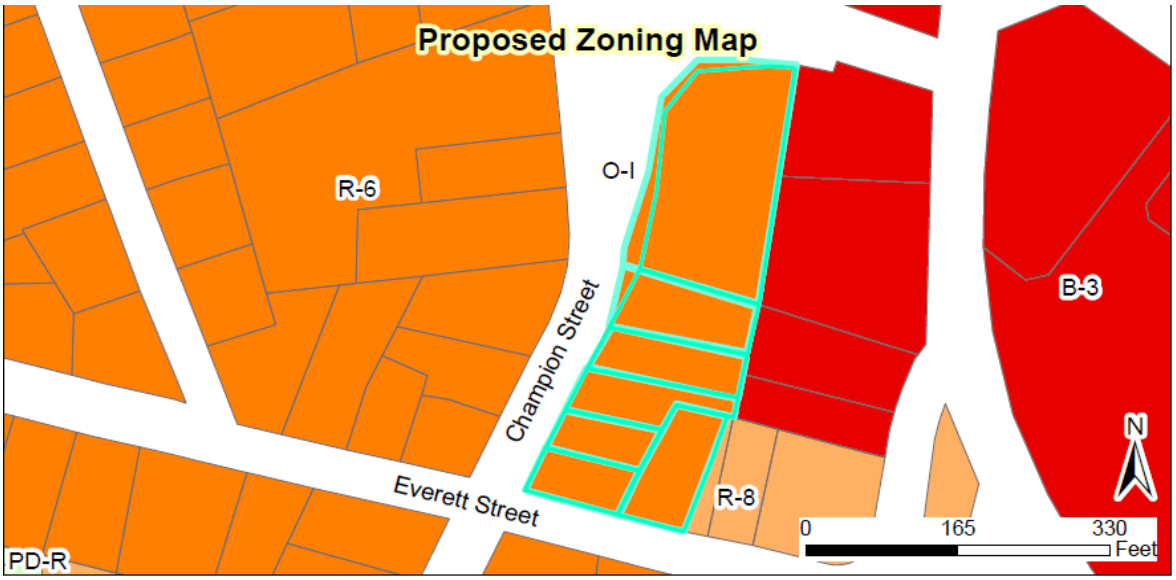
SITE DATA:

Acreage: 1.853 acres

Existing Use: Vacant

ADJACENT ZONING AND LAND USES:

Direction	Zoning	Existing Use
North	B-3	Commercial (Burger King)
South	R-6	Residential
East	B-3 / R-8	Medical Office / Residential
West	R-6	Residential



STAFF ANALYSIS AND COMMENTARY:

Overview

The site is located on the northeast corner of Champion and Everett Street; it is currently vacant. The applicant is requesting to rezone 1.853 acres from Office-Institutional (O-I - Parcel-ID 05003003) and Single Family Residential-8 (R-8) to Single Family Residential-6 (R-6). The High Density Residential area provides for housing options located in close proximity to major transportation corridors, existing commercial areas. High Density Residential is designed to include all housing types and would allow developments up to 12 dwelling units/acre via a Special Use Permit. The applicant has applied for a Subdivision and a Special Use Permit which are being reviewed separately and on their own merits. However, staff does find that this application is appropriate and does meet the goals of the Comprehensive Plan by providing a transition between lower-density residential use and commercial uses.

Consistency with the Comprehensive Plan 2040
The proposed zone is consistent with the Comprehensive Plan designation of High Density Residential and Community Center. The objective of the High Density Residential area provides for housing options located in close proximity to major transportation corridors, existing commercial areas and Downtown services. These areas have a connected street network, adequate pedestrian and bicycle facilities, and are served by public water and sewer. High Density Residential is designed to include all housing types. In some instances, this designation provides for a transition between lower-density residential use and commercial uses. This property is located near a major transportation corridor (US Highway 70-BUS).

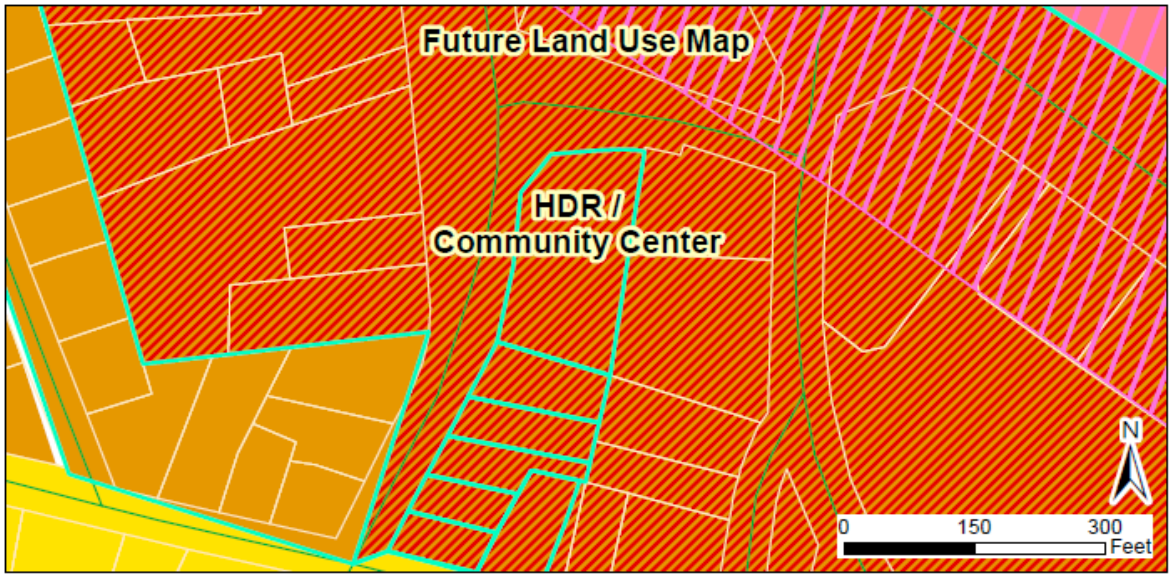
As stated above, the applicant has submitted a Subdivision and a Special Use Permit to provide higher density residential units and to serve as a transitional buffer between commercial uses and lower density residential. These applications will be reviewed on their own merits and in accordance with the requirements of the Unified Development Code.

The Compatible Zoning Districts, in the Comprehensive Plan, identifies High Density Residential (HDR) as a compatible Use with the R-6 zoning district. The Future Land Use Map (shown below) highlights this property as well as the surrounding properties as being identified as High Density Residential / Community Centers.

Comprehensive Plan Goals supporting the rezoning request include:

GOAL LU2: Encourage quality development which maximizes existing infrastructure, promotes walking and biking, and enhances travel safely.

- **Objective LU2.1:** Promote location and intensity of development that mitigates impacts to the transportation network and leads to reduced vehicle trips and/or shorter trip lengths, enhanced circulation, and increased public safety.
- **Strategy LU2.1.1:** Consider higher densities and intensities for mixed-use projects which reduce internal vehicular trips and promote pedestrian circulation.



CONSIDERATIONS:

- Rezonings are decided by the Town Council. The Planning Board shall make a recommendation to the Town Council.
- When adopting or rejecting the rezoning, the Town Council shall approve a statement describing whether its action is consistent with adopted plans and/or policies of the Town and explaining why the Council considers the action taken to be reasonable and in the public interest.

STAFF RECOMMENDATION:

Adopt Planning Board's recommendation of ***APPROVAL*** of the proposed rezoning request.

ATTACHMENTS:

1) Application & Owner's Consent Form
2) Staff Report Maps
3) Neighborhood Meeting Materials
4) Site Plan
5) PB Adjacent Property Letter
6) TC Adjacent Property Letter
7) Newspaper Notice
8) Consistency & Reasonableness Statement

CONSIDERATIONS:

- Rezonings are decided by the Town Council. The Planning Board made a recommendation of APPORVAL for the Town Council to consider.
- When adopting or rejecting the rezoning, the Town Council shall approve a statement describing whether its action is consistent with adopted plans and/or policies of the Town and explaining why the Council considers the action taken to be reasonable and in the public interest.

TOWN OF CLAYTON

ZONING AMENDMENT

CONSISTENCY AND REASONABLENESS STATEMENT

2020-97-RZ, Champion East, Rezone

The Town Council of the Town of Clayton hereby states:

Section 1: The above referenced zoning amendment IS APPROVED.

Section 2: The above referenced zoning amendment IS CONSISTENT with:

The Town of Clayton's Comprehensive Plan 2040, specifically:

- GOAL LU2: Encourage quality development which maximizes existing infrastructure, promotes walking and biking, and enhances travel safely.
- Objective LU2.1: Promote location and intensity of development that mitigates impacts to the transportation network and leads to reduced vehicle trips and/or shorter trip lengths, enhanced circulation, and increased public safety.
- Strategy LU2.1.1: Consider higher densities and intensities for mixed-use projects which reduce internal vehicular trips and promote pedestrian circulation.

The requested rezoning is consistent with the above referenced objectives within the Comprehensive Plan 2040. The Future Land Use Map designates this property High Density Residential / Community Center which provides for housing options located in close proximity to major transportation corridors, existing commercial areas and Downtown services. These areas have a connected street network, adequate pedestrian and bicycle facilities, and are served by public water and sewer. High Density Residential is designed to include all housing types. In some instances, this designation provides for a transition between lower-density residential use and commercial uses. The proposed land use zone designation of Single-Family Residential-6 (R-6) is compatible with the existing comprehensive plan designation.

Section 3: Based upon information presented at the public hearings, by the applicant, and based upon the recommendations and detailed information developed by staff and the Planning Board contained in the staff report; and considering the criteria applicable sections of the Unified Development Code of the Town of Clayton, specifically Consistency with the adopted plans and policies of the town; suitability of the subject property for uses permitted by the current versus the proposed district; whether the proposed change tends to improve the balance of uses, or meets a specific demand in the town.

Furthermore, that the rezoning is consistent with the Future Land Use Map designation in the Comprehensive Plan 2040, the above referenced zoning amendment is reasonable and in the public interest.

Town of Clayton
Town Council
Zoning Ordinance Amendment Motion Sheet

After considering the recommendations of the Planning Board and Planning Director, I move to **[approve OR deny]** **Case 2020-97-RZ**

[IF APPROVING]

and to approve the Statement of Consistency and Reasonableness included in the Agenda packet [with the following modifications: STATE MODIFICATIONS, IF ANY]**.**

MOTION FORM
Item 6e
2020-97-RZ
Champion East Rezoning

Ordinance #2021-09-01

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

WHEREAS a petition has been filed with the Town Council of the Town of Clayton requesting an amendment to the Zoning Ordinance and Zoning Map of the Town of Clayton to include in the Residential-6 (R-6) zone the property described below, said property formerly being zoned Office-Institutional (O-I) and Residential-8 (R-8); and

WHEREAS said property is owned by Cloudbreak Investments, LLC. and

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

WHEREAS notice of a public hearing to consider the proposed change was published in accordance with law in The Johnstonian, a local newspaper, as required by Section 155.702(D) of the Clayton Unified Development Code and by Section 160A-364 of the North Carolina General Statutes; and

WHEREAS a notice of the proposed zoning classification action was mailed to the owner(s) of the parcel(s) of land involved, as shown on the County Tax Listings, and to the owners of all parcels of land abutting that (those) parcel(s) of land and within 100 feet of the subject parcel(s) of land, as shown on the County Tax Listings, by depositing a copy of the same in the United States Mail, first class postage paid, as required by Section 155.702(D) of the Zoning Ordinance of the Town of Clayton and by Section 160A-384 of the General Statutes; and

WHEREAS the said public hearing was actually conducted at 6:00 p.m. on September 7, 2021 wherein a reasonable opportunity was given to all those in attendance to speak either in favor or against the said change or to make relevant comments;

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

SECTION 1. That the Unified Development Code of the Town of Clayton is hereby amended to include in Residential-6 (R-6) zone the following described property:

General Description:
Property is located at 310 Champion Street

Specific Description:
NC Parcel TAG Numbers: 05003003; 05003011; 05003012; 05003014; 05003015; 05003016; 05003010

SECTION 2. That the official Town of Clayton Zoning Map is hereby amended to include in the Residential-6 (R-6) zone the above-described property and will be so marked.

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

SECTION 4. That this ordinance shall become effective immediately upon its adoption.

DULY ADOPTED by the Clayton Town Council this 7th day of September 2021, while in regular session.

_____

Jody McLeod
Mayor

ATTEST:

_____

Kimberly A. Moffett, CMC, NCCMC
Town Clerk

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

REZONING APPLICATION

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

SITE INFORMATION

Name of Project: Johnston Preparatory High School

Acreage of Property: 38.46 **Zoning District:** R-E

County Tag #: 05I05036 **NC Pin #:** 167700-16-9558

Address/Location: 7705 US HWY 70 BUS

Existing Zoning District: R-E **Proposed Zoning District:** O & I

APPLICANT INFORMATION

Applicant: Charter Development Company LLC, a subsidiary of National Heritage Academies

Mailing Address: 3850 Broadmoor Ave SE, Grand Rapids, Mi 49512

Phone Number: 616-299-6611 **Fax:**

Contact Person: Robert Dunston - Real Estate Manager

Email Address: bdunston@nhaschools.com

PROPERTY OWNER INFORAMTION

Name: Tuttle Land Management LLC, John P Tuttle: Manager

Mailing Address: 95 Cabernet Ct, Clayton, NC 27520

Phone Number: 919-553-5510 **Fax:**

Email Address: jptuttle@embarqmail.com

OFFICE USE ONLY

Date Received: RECEIVED JUL 01 2021 TOWN OF CLAYTON PLANNING DEPARTMENT

Amount Paid: 700.00 PAID

File Number: 2021-71-RZ

EXPLANATION OF PROJECT

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

Charter Development Company is proposing to construct a new Charter Public High School, authorized by the North Carolina State Board of Education with an anticipated opening date of August 2022. The site is also large enough to support a future K-8 Charter Public School. The High School open with 450 students in grades 9 & 10, adding an additional grade each subsequent year, and reaching an enrollment of 800 students.

A future K-8 Charter Public School could be opened in the fall of 2023 as a K-6 and add an additional grade each subsequent year, serving 772 students at full capacity.

APPROVAL CRITERIA

All applications for a Rezoning must address the following findings:

1. Consistency with the adopted plans of the Town.
   SEE ATTACHED
2. Suitability of the subject property for uses permitted by the current vs. the proposed district.
   SEE ATTACHED
3. Whether the proposed change tends to improve the balance of uses, or meets specific demand in the Town.
   SEE ATTACHED
4. The capacity of adequate public facilities and services including schools, roads, recreation facilities, wastewater treatment, potable water supply and stormwater drainage facilities is available for the proposed use.
   SEE ATTACHED
5. It has been determined that the legal purposes for which zoning exists are not violated.
   SEE ATTACHED
6. It has been determined that there will be no adverse effect upon adjoining property owners unless such effect can be justified by the overwhelming public good or welfare.
   SEE ATTACHED.

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

SEE ATTACHED

APPLICANT AFFIDAVIT

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

Robert Dunston
Print Name

Signature of Applicant

6/25/21
Date

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

OWNER'S CONSENT FORM

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

Project Name: Johnston Prepatory HS **Address or PIN #:** 167700-16-9558

AGENT/APPLICANT INFORMATION:

Charter Development Company LLC: Robert Dunston
(Name - type, print clearly)

3850 Broadmoor Ave SE
(Address)
Grand Rapids, MI 49512
(City, State, Zip)

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

Annexation, Rezoning, Site Plan
Neighborhood Meetings
Utility Extension Agreements, Stormwater Agreements

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

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

OWNER AUTHORIZATION:

John P Tuttle: Manager of Tuttle Land Management LL
(Name - type, print clearly)

John P Tuttle
(Owner's Signature)

95 Cabernet Ct.
(Address)
Clayton, NC 27520
(City, State, Zip)

STATE OF NC
COUNTY OF Johnston

Sworn and subscribed before me Rae R Boyd, a Notary Public for the above State and County, this the 29th day of June, 2021.

SEAL

RAE R. BOYD NOTARY PUBLIC JOHNSTON COUNTY, NC My Comm. Exp. 7-12-2023

Rae R Boyd
Notary Public

My Commission Expires: July 12, 2023

July 2018

1. Consistency with the adopted plans of the Town.

   The Future Land Use Map designates this property as an Employment Center. The Town's Growth Plan provides guidance that properties with the Employment Center designation should provide locations for primary employment and economic development opportunities. Uses encouraged in the Employment Center include but are not limited to, industrial, warehouse, office, research and development, tech-flex, hospital, renewable energy, recycling, fabrication, assembly, and technology. Employment Center uses may also include a limited amount of supporting commercial uses, such as restaurants and convenience retailers to serve employees.

   The O-I zoning district is intended to permit offices, institutions, and associated administrative, executive, professional and research uses in new and existing structures and limited retail uses. This is in line with the vision for Employment Centers outlined in the Town's Growth Plan. Moreover, the O-I zoning district is consistent with the guidance in the Growth Plan that properties with the Employment Center designation should be located along or proximate to major roadways. Therefore, the proposed rezoning is consistent with the adopted plans of the Town.

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

   The current zoning district on the property is Residential-Estate (R-E). This zoning district most likely was a "holding district" applied to the property upon initial zoning before any fully vetted plans had been adopted by the Town. Under the current zoning, almost none of the uses contemplated for Employment Centers within the Growth Plan can be established on the property. By contrast, the proposed district will allow for a variety of uses envisioned within Employment Centers. Therefore, the site is suitable for the uses which the requested zoning will allow.

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

   Given that the current zoning allows for very little development, both because of use restrictions and dimensional requirements associated with the R-E district, the proposed O-I district will improve the balance of uses allowed along a major corridor in Town. Moreover, the Growth Plan identifies this area as an Employment Center in recognition of the need for additional employment and non-residential opportunities in the periphery of the Town. Therefore, the proposed change improves the balance of uses and meets a specific demand in the Town.

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

   This site is ideal for development because it has convenient access to major transportation infrastructure. Moreover, public utilities are located at both the front and rear of the property,

which provides multiple options for the services required due to additional demand from new development on the site. The rezoning could facilitate the development of a new school or schools or provide opportunities for additional public facilities to be developed.

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

   The proposed application does not violate the Town's zoning authority, and, in fact, is in line with the Town's adopted policies and plans. Moreover, as a general use rezoning, the rezoning does not contravene any prohibition on contract or spot zoning. The rezoning is lawful and is sought for lawful purposes.

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

   The proposed rezoning will not have an adverse effect upon the rights of adjoining property owners. To the contrary, the rezoning could facilitate new development on the property which, in turn, might spur more economic activity in the area. With new development on the property, it is possible that improvements will be made to the public infrastructure which could support additional development in the area.

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

   While the applicant seeks to rezone the property, the zoning sought is consistent with the Town's long-range plans for this area. Certainly, the applicant believes it stands to gain from the rezoning, but it cannot be argued that such benefit is to the detriment of the general public. The applicant in this case hopes to develop a new public charter school or schools on the property which facilities may also include a day care. Given that the Johnston County Public School Board capped 14 elementary schools, 4 middle schools, and 4 high schools for the 2020-2021 school year based on the school system's limited capacity, it appears the prospect of a new school opening in Johnston County could not come any sooner.

NEIGHBORHOOD MEETING INFORMATION PACKAGE
Virtual Meeting Scheduled for July 22, 2021 from 6 to 8pm

RE: Instructions to attend the virtual neighborhood meeting, pertaining to the Re-Zoning and Annexation of the Tuttle Family Property located on Hwy70 Bus, Clayton, NC.

Please allow me to introduce myself and National Heritage Academies. My name is Bob Dunston, and I am the Real Estate Manager for National Heritage Academies("NHA"). NHA constructs and operates Charter Public Schools in North Carolina and eight other states. We currently provide tuition free public education to over 60,000 students in the USA. We currently operate Johnston Charter Academy, a K-8 Charter Public school located on the north side of Clayton, near the Walmart Superstore.

We are proposing to construct and operate a new Charter Public School on the Tuttle Family parcel and are scheduled to open in the fall of 2022. A second K-8 school is proposed to open the following year in the fall of 2023.

This package includes my contact information, copy of the rezoning application, schedules of the upcoming meetings, an aerial map of the property and neighboring properties and a conceptual site plan depicting the proposed schools.

We will be hosting a virtual meeting on July 22, 2021 from 6pm to 8pm. You may call into the meeting at +1 573-375-5255 PIN: 813 176 031#, or attend via internet at **Google Meet joining info** https://meet.google.com/wtv-fmiu-qzr.

We are scheduled for the July 26th Planning Commission meeting and anticipate our Rezoning and Annexation applications to be in front of the Town Council at the September 7th meeting.

Regards,

Bob Dunston
Bob Dunston | Real Estate & Development Group
NATIONAL HERITAGE ACADEMIES
P 616.954.6374 | C 616.299.6611
BDUNSTON@NHASCHOOLS.COM

TUTTLE LAND MANAGEMENT, LLC
PO BOX 132
CLAYTON, NC 27528-0132

DEAKIN, JAMES ADAM
DEAKIN, CLAIRE NORMAN
88 PEELE RD
CLAYTON, NC 27520-4314

SMITH, MICHAEL C
SMITH, LISA M
166 PEELE ROAD
CLAYTON, NC 27520-9571

LINDER, RALPH E
134 PEELE ROAD
CLAYTON, NC 27520-0000

JOYNER, GWEN RIFFLE
32 PEELE RD
CLAYTON, NC 27520-4314

SMOOCH, LLC
PO BOX 2346
SMITHFIELD, NC 27577-2346

STRATCON CONTRACTING CORP.
2705 OLD WILLIAMS RD
RALEIGH, NC 27610-5140

SRRRE LLC
440 S TECH PARK LN
CLAYTON, NC 27520-5016

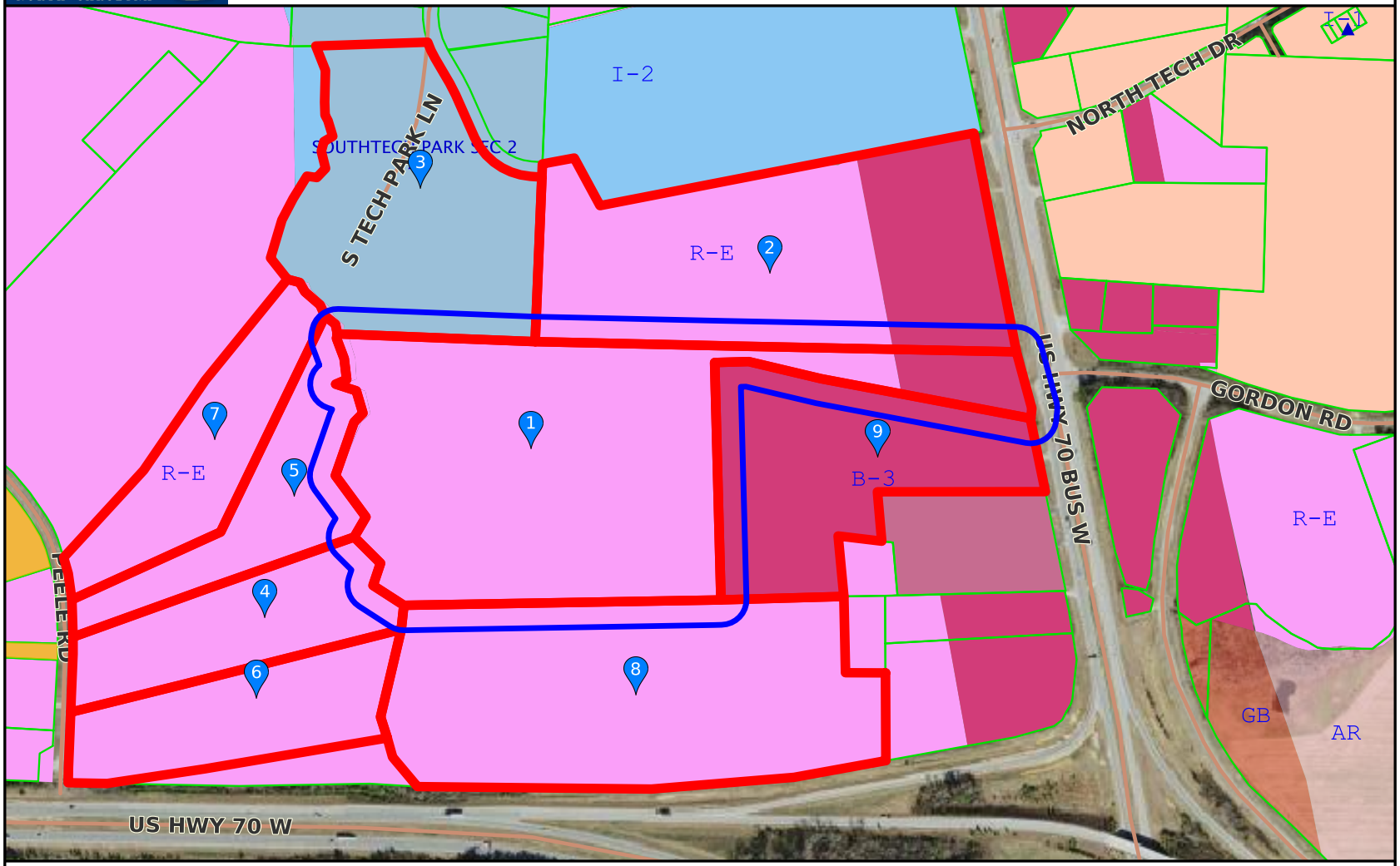
DORIS M. MATTHEWS LIVING TRUST
PRIVETTE, PATRICIA MATTHEWS TRUSTEE
2420 FIELDSTONE DR
LENOIR CITY, TN 37772-4890

NOTE: Turn off 'Fit to Page' in print dialog before printing.

Label Type: AV5160
9 label(s) printed

*** DISCLAIMER ***

Johnston County assumes no legal responsibility for the information represented here.



Scale: 1:6534 - 1 in. = 544.51 feet

(The scale is only accurate when printed landscape on a 8 1/2 x 11 size sheet with no page scaling.)

Johnston County GIS
July 13, 2021


240'
150'
210'
150'

ADJACENT PROPERTY OWNERS LIST

Project Name: _ 2021-71-RZ and 2021-72-ANX Johnston Preparatory High School

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

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

PARCEL NUMBER	NAME	ADDRESS
05I05036	Tuttle Land Management, LLC	PO Box 132, Clayton, NC 27528-0132
05E99021H	Michael C & Lisa M Smith	166 Peele Road, Clayton, NC 27520-9571
05E99026M	Ralph E Linder	134 Peele Road, Clayton, NC 27520-0000
05I05038	Dorris M Mathews Living Trust	5850 Northshore Dr, Hixson, TN 37343-4621
05E99021J	Gwen Riffle-Joyner	32 Peele Rd, Clayton NC 27520-4314
05I05038Z	SRRRE LLC	440 S Tech Park LN, Clayton, NC 27520-5016
05I05035B	Stratcon Contracting Corp.	2705 Old Williams Rd, Raleigh, NC 27610-6140
05I05033	Smooch, LLC	PO Box 2346, Smithfield, NC 27577-2346
05E99026O	James A & Claire N Deakin	88 Peele Rd, Clayton, NE 27520-4314

SAMPLE NEIGHBORHOOD MEETING LETTER
(PLACE ON AGENT'S OR OWNER'S LETTERHEAD)

July 13, 2021

Dear Clayton Area Property Owner:

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

Meeting Date:	July 22, 2021	Meeting Time:	6 pm to 8pm
Meeting Location:	Virtual Meeting		

Type of Application:	Rezoning of property and Annexation into the Town of Clayton
Project/proposal property address:	7705 Hwy 70 Bus
Description of project/proposal:	National Heritage Academies is proposing to construct and operate a new Charter Public High School, scheduled to open in the fall of 2022. A second Charter Public K-8 Elementary school, is proposed to open in the fall of 2023
Upcoming public meetings for this application (Planning Board and/or Town Council):	Planning Board July 26, 2021, Town Council August 2 or 16

At a minimum, the following will be available for your inspection at the Neighborhood Meeting:

1. A copy of the project application.
2. A schedule of all upcoming public meetings for the application.
3. A map at a scale that is appropriate to the project and shows neighboring properties and roads.
4. A map, drawing, or other depiction of the proposed land use change or development proposal.

A map is enclosed with this letter showing the location of the property that is subject to this application for land use change and/or development proposal.

If you have any questions prior to or after this meeting, you may contact us at 616-954-6374. You may also contact the Town of Clayton Planning Department at 919-553-5002.

Sincerely,

Robert Dunston, National Heritage Academies

Cc: Town of Clayton Planning Department

NEIGHBORHOOD MEETING SUMMARY FORM

FILL OUT THE FOLLOWING:

Application: 2021-71-RZ and 2021-72-ANX Johnston Preparatory High School

Date of Mailing: July 13, 2021

Date of Meeting: July 22, 2021 Time of Meeting: 6 to 8pm

Location of Meeting: Virtual Meeting via Google Meeting

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

Printed Name: Robert Dunston Signature: 7/22/21

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

See attached summary report dated 7.22.21, prepared by Robert Dunston, Real Estate Manager for National Heritage Academies.

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

NEIGHBORHOOD MEETING ATTENDANCE ROSTER

Project: Johnston Prepatory High School

Application: 2021-71-RZ and 2021-72-ANX Johnston Preparatory High School

Location/Date: Virtual Meeting, July 22, 2021

	NAME	ADDRESS
1	Robert Joyner	32 Peele Rd, Clayton NC
2	Gwen Riffle - Joyner	32 Peele Rd, Clayton, NC
3	Trisha Privette - Matthews Trust	5850 Northshore Dr, Hixon TN
4	James Deakin	88 Peele Rd, Clayton NC
5		
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18		
19		
20		7/22/21

Johnston Prep High School Neighborhood Meeting Summary

2021-71-RZ and 2021-72-ANX Johnston Prepatory High School

Virtual Meeting held on July 22, 2021 from 6 to 8 pm est.

The virtual meeting link was opened at 5:45 pm, est. The formal meeting began promptly at 6pm. Mr. Dunston took role as each guest signed into the meeting and confirm their address against the mailing list. By 6:03 Robert & Gwen Joyner, Tricia Privette (Dorris M Mathews Living Trust), and Jay Deakin had joined the meeting by phone. At 6:05 the Mr. Dunston began the meeting with a brief introduction and stated his position as Real Estate Manager for National Heritage Academies("NHA"). Mr. Dunston provided background on National Heritage Academies, status and timing of the entitlements, construction schedule and anticipated high school opening of August 2022. Mr. Dunston referenced the conceptual site plan that each party had received with their package and stated that the civil engineering firm had recently started preparation of the formal site plan. Mr. Dunston also stated he believed the formal site plan would be very similar to the conceptual design and that he would be happy to share it with anyone interested in seeing it when completed. He anticipated the site plan would be submitted within 45 days. At 6:15 Mr. Dunston began taking questions from the neighbors.

Gwen Joyner inquired as to the zoning classification NHA was requesting. Mr. Dunston stated NHA was requesting to re-zone the property from R1 Residential to Office & Institutional(O&I) and seeking Voluntary Annexation into the City of Clayton to access public utilities. Mr. Dunston also discussed Clayton's 2040 Master Land Use Plan and the neighboring industrial uses. He pointed out the existing natural buffers that would remain in place because of their delineated/designated wetland classifications, stream classification with associated buffers, required setbacks, natural vegetation buffers and existing easements on adjoining properties.

Ms. Privatte expressed liability concerns with children crossing her property (Mathews Trust) and setbacks of NHA's primary drive to HWY Bus 70. Mr. Dunston responded most of the driveway would lie approximately 30' from the contiguous property line. At the narrowest point it would meet the setback requirements of the ordinance and would be buffered with existing wetlands and a 50’ to 75’ gas main easement located on the Mathews Trust parcel, furthermore NHA, and NCDOT had no desire to provide or see sidewalks along the driveway to Hwy 70 Bus and no crosswalks were present or desired by NCDOT at this intersection. Mr. Dunston also stated that NHA would consider installing a fence if this proved to be an issue but felt the dense natural buffer was more than adequate.

Mr. Deakin inquired as to the lighting of the soccer field and the associated noise generated from athletic events. He was also concerned the new zoning may be imposed upon his property. Mr. Dunston responded that NHA does not currently have lighting on

their existing high school fields but explained that they would adhere to the ordinance requirements in the future if lighting was sought. He also pointed out the dense vegetation and wetlands were approximately 900' wide and the field would fall almost 1/4 mile from their home.

The neighbors finished signing off at 7:13pm, est. Mr. Dunston remained on-line until 8:15pm, est. although no additional neighbors signed into the meeting.

Respectfully,



Robert Dunston
Real Estate Manager
National Heritage Academies
3850 Broadmoor Ave SE
Grand Rapids, MI 49512


240'
150'
210'
150'







Johnston Prep

NATIONAL HERITAGE ACADEMIES

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

July 14, 2021

NOTICE

SUBJECT:	**Project:**	2021-71-RZ Johnston Prep High School Rezoning
	Address:	* No Site Address *
	TAG #:	05I05036
	Applicant:	Charter Development Company LLC

Dear Clayton Area Property Owner:

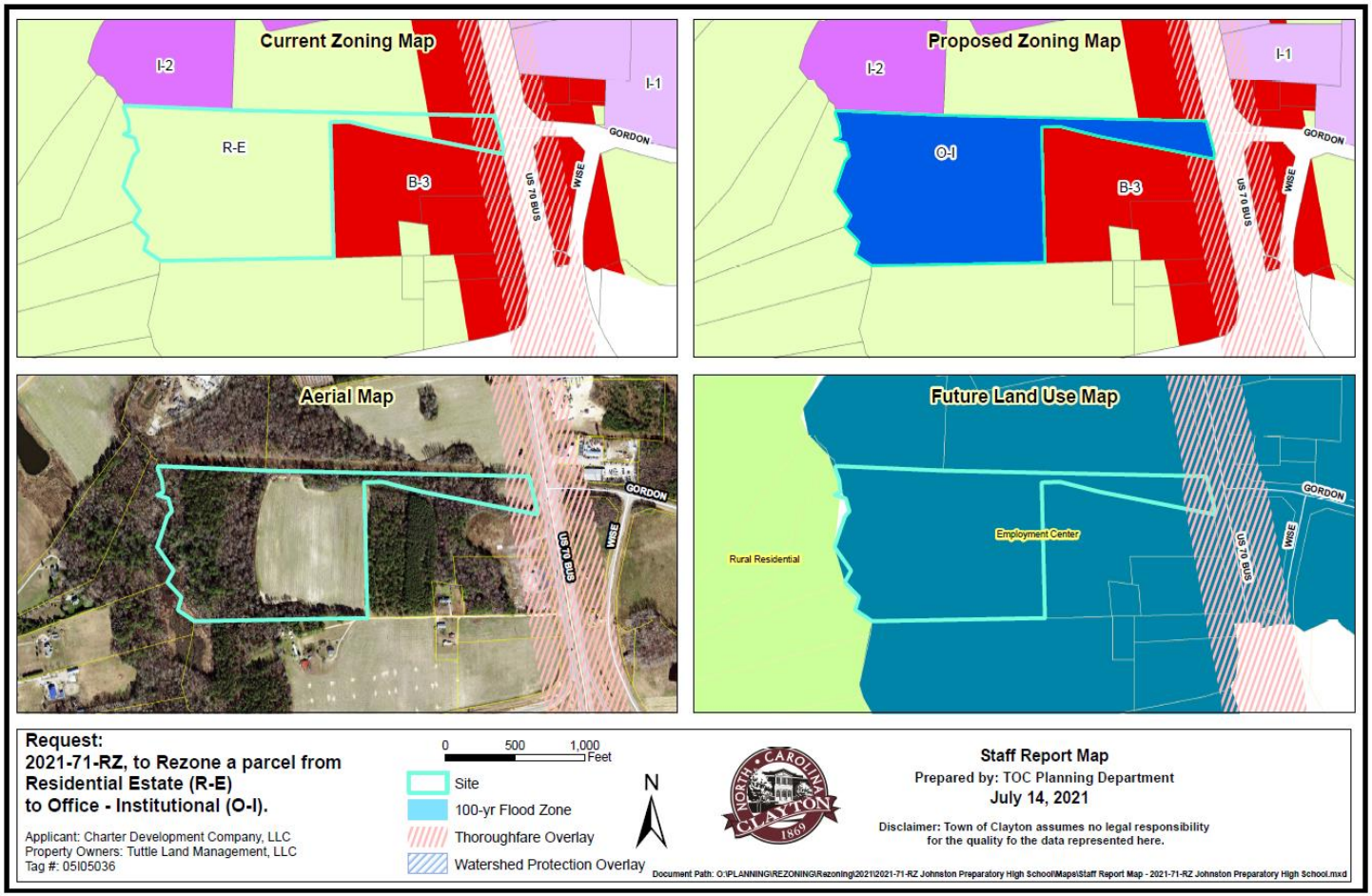
Notice is hereby given that the Clayton Planning Board will hold a public meeting on ***Monday July 26, 2021 at 6:00 PM*** at Town Hall, 111 E. Second Street, to make a recommendation on the above referenced Rezoning application. This application will proceed to Town Council for a public hearing following Planning Board recommendation. Another notice will be sent prior to the date of the scheduled public hearing. The applicant is requesting to rezone 38.46 acres from Residential Estate (R-E) / Highway Business (B-3) to Office-Institutional (O-I). Please see the map on the back of this letter.

Based upon records in the Johnston County Tax Office, you are the owner of property that is within 100 feet of this proposed rezoning request. You are invited to attend this meeting and express your opinions on this request to the Planning Board.

If you should need additional assistance or information, please contact the Planning Department at (919) 553-5002 or email at jcaines@TownOfClaytonNC.org.

Sincerely,

Jeff Caines, AICP
Senior Planner


Current Zoning Map
I-2
I-1
R-E
B-3
GORDON
US 70 BUS
WISE
Proposed Zoning Map
I-2
I-1
O-I
B-3
GORDON
US 70 BUS
WISE
Aerial Map
GORDON
US 70 BUS
WISE
Future Land Use Map
Rural Residential
Employment Center
GORDON
US 70 BUS
WISE
Request:
2021-71-RZ, to Rezone a parcel from Residential Estate (R-E) to Office - Institutional (O-I).
Applicant: Charter Development Company, LLC
Property Owners: Tuttle Land Management, LLC
Tag #: 05I05036
0 500 1,000 Feet
Site
100-yr Flood Zone
Thoroughfare Overlay
Watershed Protection Overlay
N
NORTH CAROLINA CLAYTON 1869
Staff Report Map
Prepared by: TOC Planning Department
July 14, 2021
Disclaimer: Town of Clayton assumes no legal responsibility for the quality fo the data represented here.
Document Path: O:\PLANNING\REZONING\Rezoning\2021\2021-71-RZ Johnston Preparatory High School\Maps\Staff Report Map - 2021-71-RZ Johnston Preparatory High School.mxd

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

August 17, 2021

NOTICE

SUBJECT:	**Project:**	2021-71-RZ, Johnston Prep. High School – Rezoning
	Address:	* No Site Address *
	TAG #:	05I05036
	Applicant:	Charter Development Company LLC

Dear Clayton Area Property Owner:

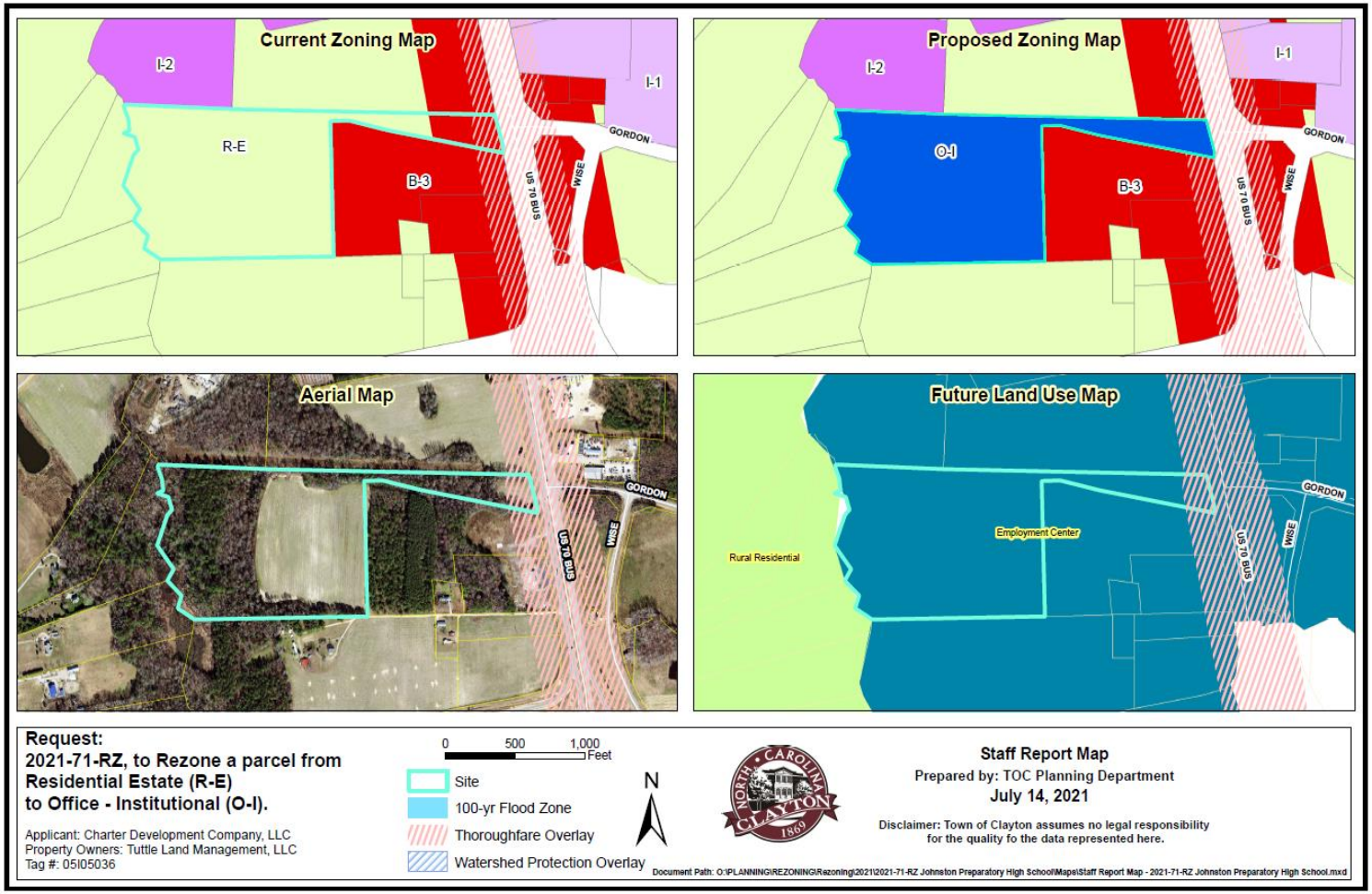
Notice is hereby given that the Clayton Town Council will hold a public hearing on ***September 7, 2021 at 6:00 PM*** at Town Hall, 111 E. Second Street, to make a decision on the above referenced Rezoning application. The applicant is requesting to rezone 38.46 acres from Residential Estate (R-E) / Highway Business (B-3) to Office-Institutional (O-I). Please see the map on the back of this letter.

Based upon records in the Johnston County Tax Office, you are the owner of property that is within 100 feet of this proposed rezoning request. You are invited to attend this meeting and express your opinions on this request to the Town Council.

If you should need additional assistance or information, please contact the Planning Department at (919) 553-5002 or email at jcaines@townofclaytonnc.org.

Sincerely,

Jeff Caines, AICP
Senior Planner


Current Zoning Map
I-2
I-1
R-E
B-3
GORDON
US 70 BUS
WISE
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PUBLIC NOTICE

In accordance with NC GS 160D-602, the Clayton Town Council will hold a public hearing on September 7, 2021, at 6 PM at Town Hall, 111 East Second Street, to consider the following rezoning requests:

- **2021-71-RZ - Johnston Preparatory High School – requested zone change from Residential Estate (R-E) and Highway Business (B-3) to Office-Institutional (O-I); TAG # 05I05036**

- **2020-97-RZ – Champion East – rezone 1.853 acres from Office-Institutional (O-I - Parcel-ID 05003003) and Single Family Residential-8 (R-8 – Parcel-ID 05003011; 05003012; 05003014; 05003015; 05003016; 05003010) to Single Family Residential-6 (R-6).**

The Clayton Town Council reserves the right to approve the request as presented or any portion of the request without necessity of withdrawal or modification of the application or additional public hearing on the matter. Likewise, the Town Council may designate approval to the district requested or another district or districts without modification of the request or additional public hearing.

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

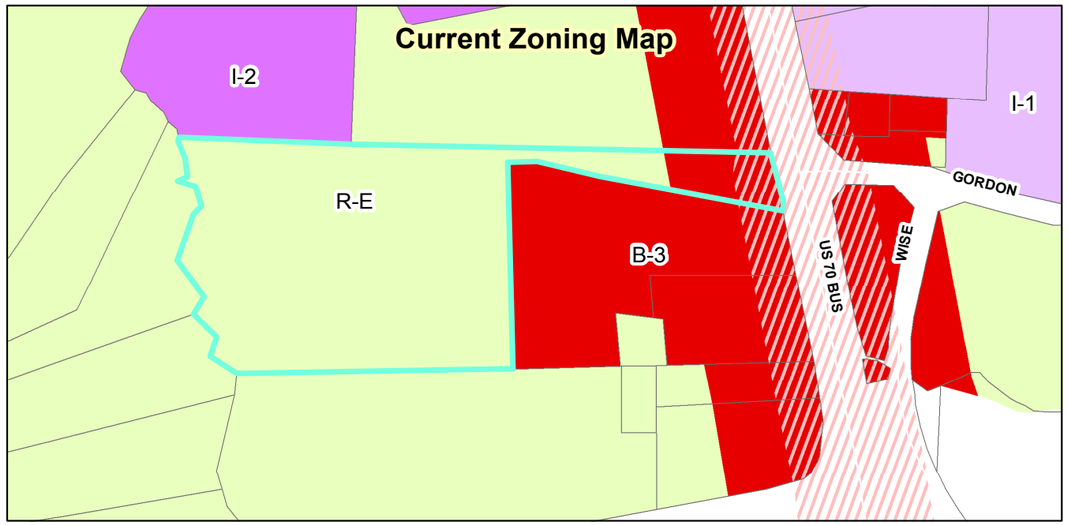
Jeff Caines, Senior Planner
919-553-5002

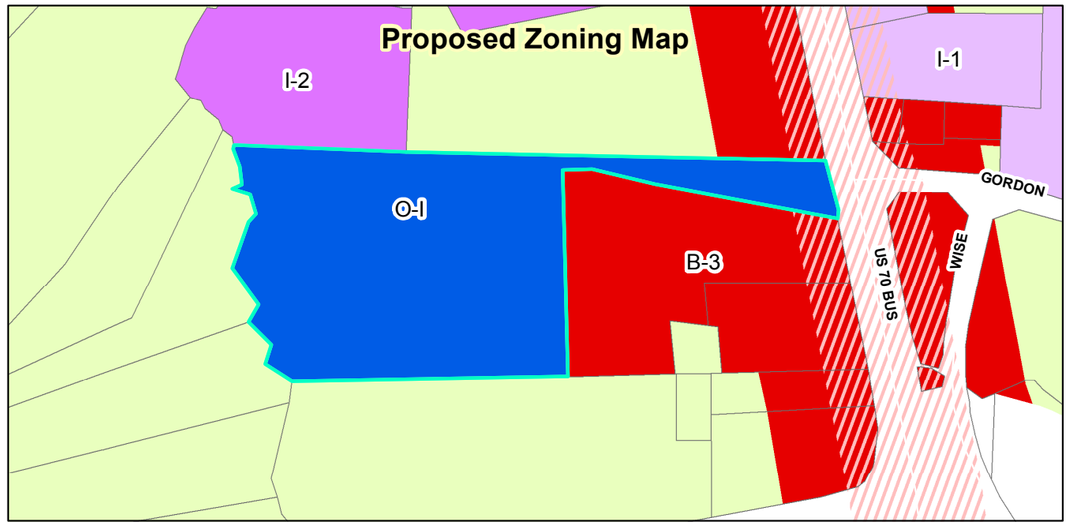
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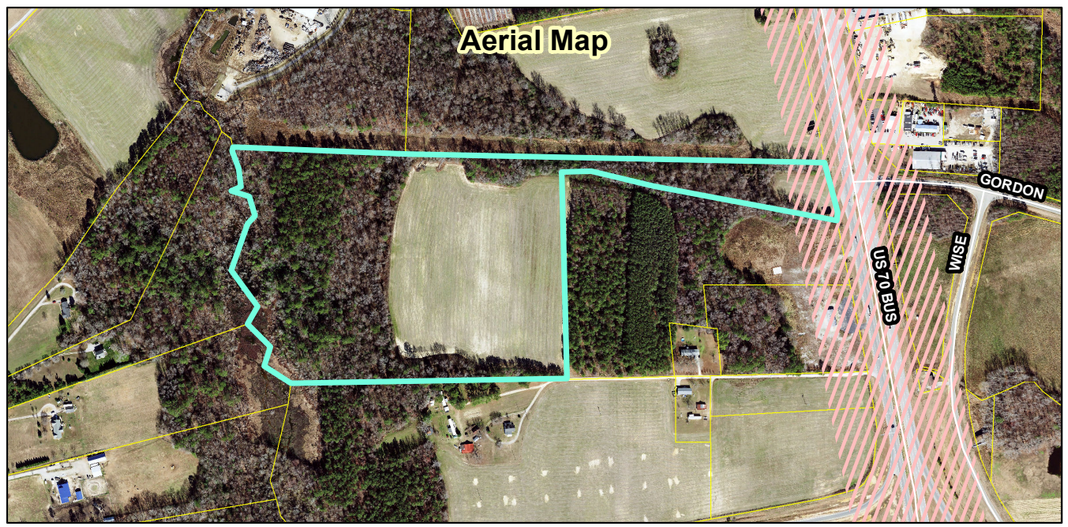
The Johnstonian Newspaper

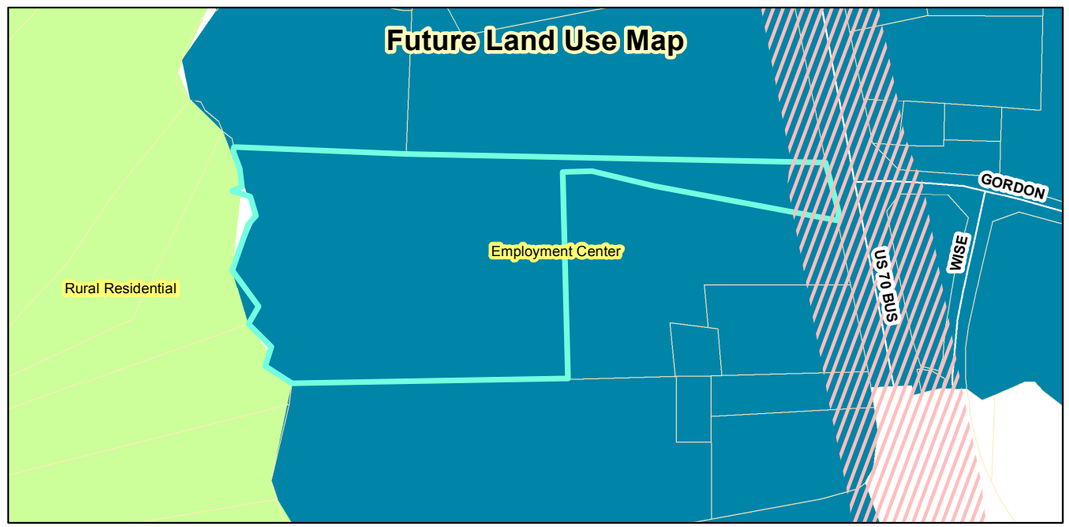
Please advertise on the following dates:
August 25, 2021
September 1, 2021

Affidavit of publication required.









Request:
2021-71-RZ, to Rezone a parcel from Residential Estate (R-E) to Office - Institutional (O-I).

Applicant: Charter Development Company, LLC
Property Owners: Tuttle Land Management, LLC
Tag #: 05I05036

0 500 1,000 Feet

Site
100-yr Flood Zone
Thoroughfare Overlay
Watershed Protection Overlay

N

Staff Report Map
Prepared by: TOC Planning Department
July 14, 2021

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Document Path: O:\PLANNING\REZONING\Rezoning\2021\2021-71-RZ Johnston Preparatory High School\Maps\Staff Report Map - 2021-71-RZ Johnston Preparatory High School.mxd

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

Planning Board, 07/26/2021
Town Council, 09/07/2021

STAFF REPORT

Application Number: 2021-71-RZ
Project Name: Johnston Preparatory High School – Rezoning

TAG #(s): 05I05036
Town Limits/ETJ: ETJ
Applicant: Charter Development Company LLC
Owner: Tuttle Land Management LLC – John Tuttle: Manager
Location: West side of HWY 70 BUS; West of Gordon Road
Project Planner: Jeff Caines, Planner

Public Noticing Dates:

- **Neighborhood Meeting:** July 22, 2021
- **Sign posted:** August 23, 2021
- **TC Adjacent Property Letters Mailed:** August 17, 2021

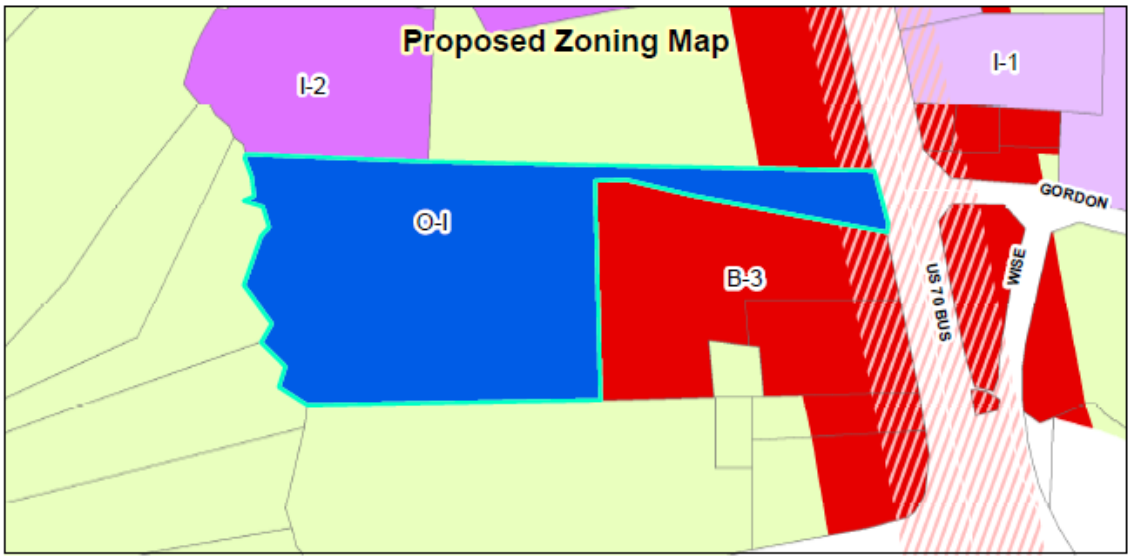
REQUEST: Rezoning from Residential Estate (R-E) / Highway Business (B-3) to Office – Institutional (O-I)



SITE DATA:
Acreage: +/- 38.46 acres
Existing Use: Vacant

ADJACENT ZONING AND LAND USES:

Direction	Zoning	Existing Use
North	I-2 (Industrial Heavy) & R-E (Residential Estate)	Recycle Center / Vacant
South	R-E (Residential Estate)	Farm Use w/ Home
East	B-3 (Highway Business)	Vacant
West	R-E (Residential Estate)	Residential Homes



STAFF ANALYSIS AND COMMENTARY:

Overview

The site is currently outside the Town limits of Clayton and has applied for annexation. Annexation will be reviewed and decided upon by the Town Council. The site is located on the west side of US HWY 70 BUS, south of downtown Clayton, across from Gordon Road; being shown as vacant on the Aerial Map. The applicant is requesting to re-zone the property from Residential Estate (R-E) / Highway Business (B-3) to Office – Institutional (O-I) to allow for the future development of a new High School; which would be allowed as a Permitted (P) use as shown on Table 155.202 – Table 2-1. The future development will be filed under a separate application and reviewed independently. The O-I district establishes a transitional zone between more intense uses to the north and less intense uses under the B-3 (Highway Business) zoning to the south. This type of transitional zoning leads to and provides a more orderly development pattern between different types of uses and their associated intensities.

Consistency with the Comprehensive Plan 2040

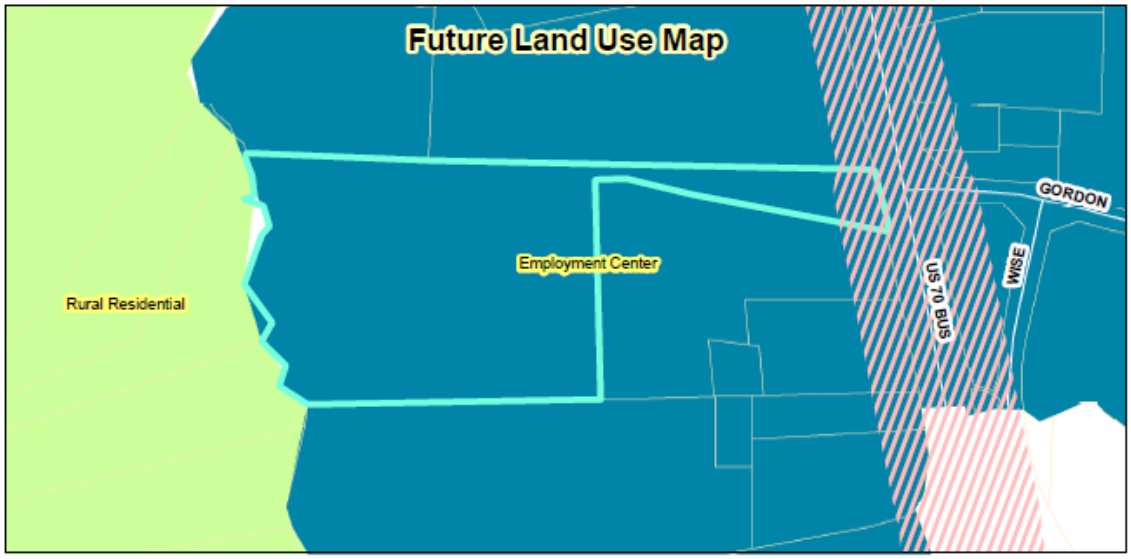
Although the proposed zone of O-I is not consistent with the Comprehensive Plan designation of Employment Center, the properties to the west are smaller and have residential homes already constructed with a Rural Residential Future Land Use Map designation placed on it; furthermore, the Highway Business (B-3) designation allows for a more intense use. Therefore, by having an Office – Institutional zoning designation between the two Future Land Uses, a transitional zone is created. Finally it should be noted that Cooper Branch which ultimately feeds into the Neuse River is on the western boundary of the property. By having a less intense use, certain environmental protections can be in place; this will not prevent future development for the applicants next phase in the overall development process, specifically a High School Site Plan.

Comprehensive Plan Goals supporting the rezoning request include:

Goal IC1: Coordinate with local, regional, state, and federal agencies to ensure consistency among plans and policies, identify and resolve conflicts, and promote cooperation.

Objective IC1.1: Facilitate communication between the Town and other governmental entities.

Strategy IC1.1.1: Support and facilitate coordination of planning with Johnston County Schools for the location and development of public educational facilities to support both existing and future population growth.



CONSIDERATIONS:

- Rezoning applications are decided by the Town Council. The Planning Board shall make a recommendation to the Town Council.

STAFF RECOMMENDATION:

Staff recommends ***APPROVAL*** of the proposed rezoning request pending annexation by the Town Council. Planning Board recommended ***APPROVAL*** of the proposed rezoning request pending annexation by the Town Council

---

ATTACHMENTS:

1) Application / Owner's Consent Form
2) Neighborhood Meeting Materials
3) Johnston Prep HS Site Plan
4) Johnston HS Building Rendering
5) PB Adjacent Property Letter
6) TC Adjacent Property Letters
7) Staff Report Maps

Town of Clayton
Town Council
Zoning Ordinance Amendment Motion Sheet

After considering the recommendations of the Planning Board and Planning Director, I move to **[approve OR deny]** **Case 2021-71-RZ**

[IF APPROVING]

and to approve the Statement of Consistency and Reasonableness included in the Agenda packet [with the following modifications: STATE MODIFICATIONS, IF ANY]**.**

MOTION FORM
Item 6f
2021-71-RZ
Johnston Prep Charter HS Rezoning

Ordinance #2021-09-02

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

WHEREAS a petition has been filed with the Town Council of the Town of Clayton requesting an amendment to the Zoning Ordinance and Zoning Map of the Town of Clayton to include in the Office – Institutional (O-I) zone the property described below, said property formerly being zoned Residential Estate (R-E) and Highway Business (B-3 ; and

WHEREAS said property is owned by Tuttle Land Management, LLC. and

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

WHEREAS notice of a public hearing to consider the proposed change was published in accordance with law in The Johnstonian, a local newspaper, as required by Section 155.702(D) of the Clayton Unified Development Code and by Section 160A-364 of the North Carolina General Statutes; and

WHEREAS a notice of the proposed zoning classification action was mailed to the owner(s) of the parcel(s) of land involved, as shown on the County Tax Listings, and to the owners of all parcels of land abutting that (those) parcel(s) of land and within 100 feet of the subject parcel(s) of land, as shown on the County Tax Listings, by depositing a copy of the same in the United States Mail, first class postage paid, as required by Section 155.702(D) of the Zoning Ordinance of the Town of Clayton and by Section 160A-384 of the General Statutes; and

WHEREAS the said public hearing was actually conducted at 6:00 p.m. on September 7, 2021 wherein a reasonable opportunity was given to all those in attendance to speak either in favor or against the said change or to make relevant comments;

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

SECTION 1. That the Unified Development Code of the Town of Clayton is hereby amended to include in the Office – Institutional (O-I) zone the following described property:

General Description:
Property is located westside of Highway 70 Business; West of Gordon Road

Specific Description:
NC Parcel TAG Number: 05I05036

SECTION 2. That the official Town of Clayton Zoning Map is hereby amended to include in the Office – Institutional (O-I) zone the above-described property and will be so marked.

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

SECTION 4. That this ordinance shall become effective immediately upon its adoption.

DULY ADOPTED by the Clayton Town Council this 7th day of September 2021, while in regular session.

_____
Jody McLeod
Mayor

ATTEST:

_____
Kimberly A. Moffett, CMC, NCCMC
Town Clerk

Town Council Agenda Cover Sheet

Meeting Date
September 7, 2021

Agenda Location
Public Hearings

Item Title

Johnston Preparatory High School

Presenter

Jeff Caines, AICP - Senior Planner

Summary/Description

Annexation of Real Property – Approximately 38.46 acres of land into the town limits of Clayton

Requested Action
Approval

Funding Source (If Applicable):
N/A

Cost: **N/A** **Yes** ☐ **No** ☒

Additional Documents to be Included in Agenda Packet

Annexation Application
Site Survey

Meeting Timeline
Click or tap here to enter text.

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

PETTITION FOR VOLUNTARY ANNEXATION

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

Applications are due by 5pm on the first working day of each month.

REQUEST INFORMATION

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

The following items must accompany an annexation petition:

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

PROCESS:

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

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

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

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

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

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

Project # 2021-72-ANX

RECEIVED
JUL 01 2021
TOWN OF CLAYTON
PLANNING DEPARTMENT

PETITION FOR VOLUNTARY ANNEXATION APPLICATION – PROPERTY INFORMATION COMPLETE IF A LIMITED LIABILITY COMPANY:

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

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

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

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

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

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

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

Total acreage to be annexed:	38.46		
Existing housing units:	0		
Population of acreage to be annexed:	0		
Existing Zoning District*:	R-E		
Proposed Town Zoning District*:	O & I	Fire District:	Willson Mills FD to CTD3
Reason for petitioner to annex:	YES	Receive Town Services	
	_____	Other (please specify):	_____

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

In witness whereof, Tuttle Land Management Company, a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this 29 day of JUNE, 2021.

Name of Limited Liability Company: Tuttle Land Managment Company, LLC

By: John P. Tuttle
Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

Sworn and subscribed before me, Rae R Boyd, a Notary Public for the above State and County, this 29th day of, June, 2021.

Rae R Boyd
Notary Public

SEAL

RAE R. BOYD NOTARY PUBLIC JOHNSTON COUNTY, NC My Comm. Exp. 1-12-2023

My Commission Expires: July 12, 2023

Voluntary Annexation Plat Checklist

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

Filed in JOHNSTON COUNTY , NC
CRAIG OLIVE, Register of Deeds
Filed 11/09/2020 10:59:00 AM
DEED BOOK: 5750 PAGE: 159-161
INSTRUMENT # 2020716966
Real Estate Excise Tax $0.00
Deputy/Assistant Register of Deeds Ineal

Excise Tax: $ NONE (no revenue)

Parcel Identifier Number. 167700-16-9558 Verified on this date: _____
by _____

Mail to: Mitchiner & Small, PLLC, 805 Spring Forest Road, Suite 100, Raleigh, NC 27609-9196

This instrument was prepared by: Joseph H. Mitchiner, Attorney (no search or opinion)

Brief description for the Index: Tuttle Land, US Hwy 70 Bus W

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED made this date: October 20, 2020, by and between

GRANTOR	GRANTEE
Richard H. Newton, Trustee of the John P. Tuttle, Jr., Trust u/w Helen P. Tuttle W. Woods Doster, Trustee of the Frances T. Coats Trust u/w Helen P. Tuttle Michael S. Yopp, Trustee of the Donna T. Holder Trust u/w Helen P. Tuttle	Tuttle Land Management, LLC a NC Limited Liability Company Mailing Address (not property address): c/o John P. Tuttle, Jr., Manager Post Office Box 132 Clayton, NC 27528

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor has and by these presents does grant and convey unto the Grantee in fee simple all of that certain lot or parcel of land situated in the Township of Clayton, County of Johnston, State of North Carolina, and more particularly described as follows:

SEE ATTACHED "DEED DESCRIPTION (Formerly Helen P. Tuttle's Land)"

☐ The property does include the residence of a Grantor. ☒ The property does not include the residence of a Grantor.

The property hereinabove described was acquired by Grantor by Will filed in Johnston County Estate File 17-E-066 (Helen Parrish Tuttle, deceased) and previously by instrument recorded in Book 0665, Page 0263.

A map showing the above described property is recorded in Plat Book (none), Page (none).

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereunto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the exceptions hereinafter stated: (no exceptions)

And each Trustee certifies respectively for its trust separately named as a Grantor that the trust has not been revoked, modified, or amended in any way from its original terms under the said Will of Helen P. Tuttle.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

The John P. Tuttle, Jr., Trust u/w Helen P. Tuttle

By: Richard H. Newton
Richard H. Newton, Trustee

The Frances T. Coats Trust u/w Helen P. Tuttle

By: W. Woods Doster
W. Woods Doster, Trustee

The Donna T. Holder Trust u/w Helen P. Tuttle

By:
Michael S. Yopp, Trustee

State of North Carolina, County of Wake

I, the undersigned Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, each acknowledging to me that (s)he voluntarily signed the foregoing document for the purposes therein stated and in the capacity indicated: Richard H. Newton, Trustee of the John P. Tuttle, Jr., Trust u/w/ Helen P. Tuttle

Witness my hand and official stamp or seal this 20th day of October, 2020.

JOHN D WOODS NOTARY PUBLIC WAKE COUNTY, NC

(Official Seal)

Sign: John D. Woods
Print: John D. Woods, Notary Public
My Commission Expires: 10/3/24

State of North Carolina, County of Lee

I, the undersigned Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, each acknowledging to me that (s)he voluntarily signed the foregoing document for the purposes therein stated and in the capacity indicated: W. Woods Doster, Trustee of the Frances T. Coats Trust u/w Helen P. Tuttle

Witness my hand and official stamp or seal this 26th day of October, 2020.

Michele Shaw
Notary Public
Harnett County
North Carolina
My Commission Expires 7/23/2024

(Official Seal)

Sign: Michele Shaw
Print: Michele Shaw, Notary Public
My Commission Expires: 7/23/2024

State of North Carolina, County of Wake

I, the undersigned Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, each acknowledging to me that (s)he voluntarily signed the foregoing document for the purposes therein stated and in the capacity indicated: Michael S. Yopp, Trustee of the Donna T. Holder Trust u/w Helen P. Tuttle

Witness my hand and official stamp or seal this 2nd day of November, 2020.

JOHN M DAVIS
NOTARY PUBLIC
WAKE COUNTY, NC
My Commission Expires 3-25-2022

(Official Seal)

Sign: John M Davis
Print: John M Davis, Notary Public
My Commission Expires: 3.25.22

Deed Description
(Formerly Helen P. Tuttle's Land)

Beginning at an iron stake (concrete marker) in the western edge of US Highway No. 70, N. J. Mitchiner's southeast property corner, and runs thence along said Mitchiner property line N. 82° 55′ W. 2700 feet to an iron stake (concrete marker) in Cooper Branch, N. J. Mitchiner's southwest property corner, thence along the run of said Branch as it meanders in a southerly direction to an iron stake (concrete marker) JC Blinson's northwest property line/corner, thence along said Blinson's property line S 85°40′ E. 1257.22 feet to an iron stake in the center of a dirt road leading from said Blinson's property to US Highway No. 70, Gretchen P. Mitchiner's new southwest property corner, thence along the said Gretchen P. Mitchiner's property line (across an open field) N. 4° 20′ E. 952.28 feet to an iron stake near the wooded area, said Mitchiner's northwest property corner, thence along said Mitchiner's property line S. 85° 40′ E. 132.65 feet to an iron stake near the wooded area, thence S. 70° 18′ E. 289.51 feet to an iron stake in the center of a ditch, thence continuing along the center of the Highway Easement ditch S. 73° 10′ E. 871.54 feet to the center of said ditch in the western edge of US Highway No. 70, Gretchen Mitchiner's northeast property corner, thence along the edge of said Highway N. 5° 33′ W. 266.12 feet to the Point of Beginning, containing 42 acres, more or less, and being that portion of the Alma H. Parrish (deceased in 1967) lands devised in her Last Will and Testament to Helen P. Tuttle as duly probated and recorded in the office of the Clerk of Superior Court of Johnston County, which was surveyed and platted by Ragsdale Engineers dated December 28, 1967, and being a part of the 67 acre tract of land devised to Alma Cleo Hall (Parrish) by her father, J. F. Hall.

Being all of the property conveyed to Tuttle Land Management, LLC in Deed Book 5750, Page 159 of the Johnston County Registry, lying and being situate in Clayton Township, Johnston County, North Carolina, and being more particularly described as follows:

Description of Annexation Area

COMMENCING at NCGS Monument "Montague" and having North Carolina Grid Coordinates: Northing: 679,055.10'; Easting: 2,173,022.81' thence South 51°45'24" West a distance of 3,089.50 feet to an Existing 1" Iron Pipe having NC Grid Coordinates: Northing: 677,142.63'; Easting: 2,170,596.52' and being the southwestern corner of SRRRE LLC (NCPIN# 167700-07-8761 / Deed Book 4296, Page 184), and being the point of BEGINNING; thence with the line of SRRRE LLC, and Doris M. Matthews Living Trust, et al (NCPIN# 167700-27-3413 / Deed Book 1878, Page 888) South 88°03'12" East a distance of 2689.18 feet to a Set Iron Pipe on the western Right of Way of US Highway 70 Business (a variable width public R/W); thence with the R/W of US Highway 70 Business South 06°01'04" East a distance of 267.09 feet to a Set Iron Pipe at the northeastern corner of Stratcon Contracting Corp. (NCPIN# 167700-26-3593 / Deed Book 5356, Page 956), said point being located in a drainage ditch from US Highway 70 Business; thence with the line of Stratcon Contracting Corp. and the drainage ditch the following two (2) calls North 78°03'48" West a distance of 841.19 feet to an Existing 1" Iron Pipe; thence North 75°16'49" West a distance of 289.51 feet to an Existing 1" Iron Pipe; thence continuing with the line of Stratcon Contracting Corp. the following two (2) calls South 89°21'11" West a distance of 132.65 feet to a Set Iron Pipe; thence South 00°38'49" East a distance of 952.28 feet to an Existing 1" Iron Pipe on the line of Smooch, LLC (NCPIN# 167700-15-7659 / Deed Book 4877, Page 726); thence with the line of Smooch, LLC South 89°21'03" West a distance of 1257.19 feet to a point in Cooper Branch; thence along the meander of Cooper Branch the following twelve (12) calls North 58°51'33" West a distance of 136.08 feet to a point; thence North 15°34'29" East a distance of 104.97 feet to a point; thence North 48°24'43" West a distance of 142.18 feet to a point; thence North 32°37'48" East a distance of 94.34 feet to a point; thence North 31°52'21" West a distance of 212.44 feet to a point; thence North 22°04'43" East a distance of 217.84 feet to a point; thence North 45°17'48" East a distance of 56.50 feet to a point; thence North 12°49'33" West a distance of 92.97 feet to a point; thence North 71°59'39" West a distance of 78.82 feet to a point; thence North 59°08'35" East a distance of 42.66 feet to a point; thence North 00°10'02" West a distance of 67.90 feet to a point; thence North 21°04'27" West a distance of 112.79 feet to the point of BEGINNING, containing an area of 1,672,566 square feet, or 38.40 acres, more or less.

For further description see map entitled "NHA Johnston Prepatory High School" prepared by Ballentine Associates, P.A., David E. Bowers, PLS L-4966, said map dated _____ and recorded in the Office of the Register of Deeds of Johnston County in Plat Book _____, Page _____.

RE
JUL 0 1 2021
TOWN
PLANNING DEPARTMENT

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

September 1, 2021

Bob Dunston
National Heritage Academies
bdunston@nhaschiils.com

Re: 2021-72-ANX, Johnston Preparatory Highschool, Annexation to the Town of Clayton

Mr. Dunston,

The Town of Clayton Planning staff is recommending to the Town Council that condition(s) of approval be placed upon the above referenced application, which proceeds to Town Council on September 7, 2021. This recommended condition(s) of approval are outlined on the back of this letter.

Please read through these potential condition(s) of approval, and sign below if you are in agreement with the condition(s) as proposed. If you are not in agreement please respond accordingly in writing. This will be included within the agenda packet for Council review.

Thank you.

Sincerely,

Jeff Caines, AICP
Senior Planner – Town of Clayton

Recommend Condition(s) of Approval (2021-72-ANX, Johnston Preparatory Highschool):

General

1. The Developer shall pay for debt service of the Wilson's Mills Fire District Financial obligation in accordance with G.S. 160A-31.1.

APPLICANT AFFIDAVIT

I/We, the undersigned, do herby certify that I have reviewed the recommended conditions of approval and am in agreement with the conditions as they are outlined within this letter.

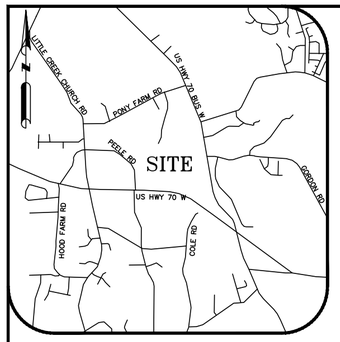
_____	_____	_____
Print Name	***Signature of Applicant***	***Date***

GENERAL NOTES

1. THIS IS A SURVEY OF AN EXISTING PARCEL(S) OF LAND. THIS IS A SATELLITE ANNEXATION MAP FOR THE TOWN OF CLAYTON, NORTH CAROLINA.
2. THIS IS A CLASS "A" SURVEY BASED ON NC GRID COORDINATES NAD 83 TIED TO GPS DERIVED DATA FROM REAL TIME KINEMATIC OBSERVATIONS.
3. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
4. EXISTING ZONING: R-E (RESIDENTIAL ESTATE); B-3 (HIGHWAY BUSINESS); I-2 (INDUSTRIAL HEAVY)
5. AREA BY COORDINATE GEOMETRY.
6. SITE ADDRESSES: 7705 US 70 BUSINESS HWY W
7. FLOOD NOTE: THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD ZONE. IT IS LOCATED IN ZONE "X" AS DEFINED BY F.E.M.A F.I.R.M COMMUNITY PANEL #3720167700K DATED JUNE 20, 2018.
8. REFERENCES: DB 5356, PG 956; DB 4877, PG 726; DB 4755, PG 690; DB 1223, PG 836; DB 4296, PG 184; DB 1878, PG 888; PB 87, PG 292; PB 78, PG 199 OF THE JOHNSTON COUNTY REGISTER OF DEEDS.
9. ADJACENT PROPERTY INFORMATION, TOWN OF CLAYTON LIMITS, AND ZONING INFORMATION WAS OBTAINED FROM JOHNSTON COUNTY G.I.S. ON JUNE 30, 2021.
10. COORDINATES FOR NCGS MONUMENT "MONTAGUE" ARE FROM NGS DATASHEET INFORMATION OBTAINED ON JUNE 30, 2021.

VICINITY MAP

NOT TO SCALE.



SATELLITE ANNEXATION AREA TO BE ANNEXED 38.40 ACRES

SATELLITE ANNEXATION MAP NOT FOR CONVEYANCES OR SALES

LEGEND

- EXISTING IRON PIPE
- EXISTING CONCRETE MONUMENT
- IRON PIPE SET
- CALCULATED CORNER
- PROPERTY TO BE ANNEXED
- R/W RIGHT OF WAY

NCGS MONUMENT
"MONTAGUE"
NC GRID NAD83
N: 679,055.10'
E: 2,173,022.81'

TIE TO NCGS MONUMENT "MONTAGUE"
N 51°45'24" E 3089.50' (GRID)
COMBINED SCALE FACTOR = 1.00012143432692

CONTROL CORNER
EXISTING 1" IRON PIPE
NC GRID (NAD83/2011)
N: 677,142.63'
E: 2,170,596.52'

S 88°03'12" E 2689.18'

N 78°03'48" W 841.19'

S 00°36'49" E 952.28'

PROPOSED CITY LIMITS
OUTSIDE CITY LIMITS
S 89°21'03" W 1257.19'

EXISTING CITY LIMITS
OUTSIDE CITY LIMITS

EXISTING CITY LIMITS
PROPOSED CITY LIMITS

OUTSIDE CITY LIMITS
PROPOSED CITY LIMITS

CENTERLINE OF BRANCH IS PROPERTY LINE PER DEED CALLS FROM ADJACENT PROPERTIES SHOWN HEREON

US HIGHWAY 70 BUSINESS
VARIABLE WIDTH PUBLIC R/W

ID# 05I05038Z
NCPIN# 167700-07-8761
SRRRE LLC
DB 4296, PG 184
PB 78, PG 199 [LOT 12]

ID# 05I05038
NCPIN# 167700-27-3413
DORIS M. MATTHEWS LIVING TRUST, ET AL
DB 1878, PG 888

ID# 05I05036
NCPIN# 167700-16-9558
TUTTLE LAND MANAGEMENT, LLC
DB 5750, PG 159
AREA: 1,672,566 SQ. FT.
AC: 38.40

ID# 05I05035B
NCPIN# 167700-26-3593
STRATCON CONTRACTING CORP.
DB 5356, PG 956
PB 87, PG 292 [LOT 1]

ID# 05I05035A
NCPIN# 167700-36-0370
7635 HWY 70 CLAYTON LLC
DB 5462, PG 70
PB 87, PG 292 [LOT 2]

ID# 05I05035
NCPIN# 167700-26-6270
PATRICIA C. JORDAN, ET AL
DB 5196, PG 474

ID# 05I05034A
NCPIN# 167700-36-1001
WORTH M. POUNDS JR.
DB 527, PG 274

ID# 05E99026M
NCPIN# 167700-06-1233
RALPH E. LINDER
DB 1223, PG 836

ID# 05E990260
NCPIN# 167700-05-3934
JAMES ADAM DEAKIN, ET AL
DB 4755, PG 690

ID# 05I05033
NCPIN# 167700-15-7659
SMOOCH, LLC
DB 4877, PG 726

ID# 05I05033A
NCPIN# 167700-25-6963
SMOOCH, LLC
DB 4877, PG 726

NC GRID NAD 83

GRAPHIC SCALE
200 0 100 200 400
1 inch = 200 ft.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 06°01'04" E	267.09'
L2	N 75°16'49" W	289.51'
L3	S 89°21'11" W	132.65'
L4	N 58°51'33" W	136.08'
L5	N 15°34'29" E	104.97'
L6	N 48°24'43" W	142.18'
L7	N 32°37'48" E	94.34'
L8	N 31°52'21" W	212.44'
L9	N 22°04'43" E	217.84'
L10	N 45°17'48" E	56.50'
L11	N 12°49'33" W	92.97'
L12	N 71°59'39" W	78.82'
L13	N 59°08'35" E	42.66'
L14	N 00°10'02" W	67.90'
L15	N 21°04'27" W	112.79'

I, DAVID E. BOWERS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION FROM DEED DESCRIPTIONS RECORDED IN BOOK 5750, PAGE 159; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AND DRAWN FROM INFORMATION FOUND IN PLAT BOOK (AS SHOWN), PAGE (AS SHOWN); THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL THIS 30TH DAY OF JUNE, 2021.

DAVID E. BOWERS PLS L-4966

I HEREBY CERTIFY THAT THIS PLAT IS OF THE FOLLOWING TYPE: G.S. 47-30 (f)(11)(c)(1). THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

DAVID E. BOWERS PLS L-4966

NORTH CAROLINA PROFESSIONAL SEAL L-4966 LAND SURVEYOR DAVID E. BOWERS

ANNEXATION #_____

I, _____, Planning Director, Clayton, North Carolina certify this is a true and exact map of annexation adopted the _____ day of _____, _____, by the Town Council. I set my hand and seal to the Town of Clayton, _____, Day/Month/Year

Planning Director Signature

BALLENTINE ASSOCIATES, P.A.
2116 PROVIDENCE ROAD, CHAPEL HILL, N.C. 27514
(919) 489-7599 (919) 489-7599

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Ballentine Associates, P.A. CORPORATE SEAL C328 NORTH CAROLINA Chapel Hill

OWNER INFORMATION:
TUTTLE LAND MANAGEMENT, LLC
PO BOX 132
CLAYTON, NC 27528-0132
OWNERS REPRESENTATIVE:
NATIONAL HERITAGE ACADEMIES
BOB DUNSTON
PH. (616) 954-6374
EMAIL: bdunston@nhaschools.com

REVISED	DATE
:	:

NHA JOHNSTON PREPATORY HIGH SCHOOL
7705 US 70 BUSINESS HWY W
CLAYTON, NC, 27520
CLAYTON TOWNSHIP, JOHNSTON COUNTY, NORTH CAROLINA

SATELLITE ANNEXATION MAP FOR THE TOWN OF CLAYTON

JOB NUMBER:	119012.04
DATE:	30 JUN 21
SCALE:	1"=200'
DRAWN BY:	EJS & DDSI
REVIEWED BY:	DEB

SHEET
1 OF 1

PUBLIC NOTICE

The Clayton Town Council has called a public hearing at 6:00 PM on September 7, 2021, at Town Hall, 111 E. Second Street, on the question of annexing the following described non-contiguous area, requested by annexation petition 2021-72-ANX Johnston Preparatory School filed pursuant to G.S. 160A-58.1:

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

BEGINNING AT AN IRON STAKE (CONCRETE MARKER) IN THE WESTERN EDGE OF US HIGHWAY NO. 70, N. J. MITCHINER'S SOUTHEAST PROPERTY CORNER, AND RUNS THENCE ALONG SAID MITCHINER PROPERTY LINE N. 82° 55' W. 2700 FEET TO AN IRON STAKE (CONCRETE. MARKER) IN COOPER BRANCH, N. J. MITCHINER'S SOUTHWEST PROPERTY COMER, THENCE ALONG THE RUN OF SAID BRANCH AS.IT MEANDERS IN A SOUTHERLY DIRECTION TO AN IRON STAKE (CONCRETE MARKER) JC BLINSON'S NORTHWEST PROPERTY LINE/COMER, THENCE ALONG SAID BLINSON'S PROPERTY LINE S 85°40' E. 1257.22 FEET TO AN IRON STAKE IN THE CENTER OF A DIRT ROAD LEADING FROM SAID BLINSON'S PROPERTY TO US HIGHWAY NO. 70, GRETCHEN P. MITCHINER'S NEW SOUTHWEST PROPERTY CORNER, THENCE ALONG THE SAID GRETCHEN P. MITCHINER'S PROPERTY LINE (ACROSS AN OPEN FIELD) N. 4° 20' E. 952.28 FEET TO AN IRON STAKE NEAR THE WOODED AREA, SAID MITCHINER'S NORTHWEST PROPERTY COMER, THENCE ALONG SAID MITCHINER'S PROPERTY LINE S. 85° 40' E. 132.65 FEET TO AN IRON STAKE NEAR THE WOODED AREA, THENCE S. 70° 18' E. 289 51 FEET TO AN IRON STAKE IN THE CENTER OF A DITCH, THENCE CONTINUING ALONG THE CENTER OF THE HIGHWAY EASEMENT DITCH S. 73° 10' E. 871.54 FEET TO THE CENTER OF SAID DITCH IN THE WESTERN EDGE OF US HIGHWAY NO. 70, GRETCHEN MITCHINER'S NORTHEAST PROPERTY CORNER, THENCE ALONG THE EDGE OF SAID HIGHWAY N. 5° 33' W. 266.12 FEET TO THE POINT OF BEING, CONTAINING 42 ACRES, MORE OR LESS, AND BEING THAT PORTION OF THE ALMA H. PARRISH (DECEASED IN 1967) LANDS DEVISED IN HER LAST WILL AND TESTAMENT TO HELEN P. TUTTLE AS PROBATED AND RECORDED IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF JOHNSTON COUNTY, WHICH WAS SURVEYED AND PLATTED BY RAGSDALE ENGINEERS DATED DECEMBER 28, 1967, AND BEING A PART OF THE 67 ACRE TRACT OF LAND DEVISED TO ALMA CLEO HALL (PARRISH) BY HER FATHER, J. F. HALL.

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

Kimberly A. Moffett, CMC, NCCMC
Town Clerk
Town of Clayton
919-553-5002 ext. 5004

_____

The Johnstonian Newspaper

Please advertise on the following date:

August 25, 2021
Affidavit of publication required.

Ordinance #2021-09-03

ANNEXATION PETITION 2021-72-ANX
Johnston Prep Charter HS
Owners: **Tuttle Land Management, LLC**
Non-Contiguous; 38.46acres

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE TOWN OF CLAYTON, NORTH CAROLINA

WHEREAS, the Town of Clayton has been petitioned under G.S. 160A-58 to annex the area described below; and

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

WHEREAS, the Town Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at Town Hall at 6:00 PM on September 7, 2021 with due notice of publication on August 25, 2021.

WHEREAS, the Town of Clayton finds that the petition meets the requirements of G.S. 160A-58.

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

Section 1. By virtue of the authority granted by G.S. 160A-58, the following described territory is hereby annexed and made part of the Town of Clayton as of September 7, 2021.

BEGINNING AT AN IRON STAKE (CONCRETE MARKER) IN THE WESTERN EDGE OF US HIGHWAY NO. 70, N. J. MITCHINER'S SOUTHEAST PROPERTY CORNER, AND RUNS THENCE ALONG SAID MITCHINER PROPERTY LINE N. 82° 55' W. 2700 FEET TO AN IRON STAKE (CONCRETE. MARKER) IN COOPER BRANCH, N. J. MITCHINER'S SOUTHWEST PROPERTY COMER, THENCE ALONG THE RUN OF SAID BRANCH AS.IT MEANDERS IN A SOUTHERLY DIRECTION TO AN IRON STAKE (CONCRETE MARKER) JC BLINSON'S NORTHWEST PROPERTY LINE/COMER, THENCE ALONG SAID BLINSON'S PROPERTY LINE S 85°40' E. 1257.22 FEET TO AN IRON STAKE IN THE CENTER OF A DIRT ROAD LEADING FROM SAID BLINSON'S PROPERTY TO US HIGHWAY NO. 70, GRETCHEN P. MITCHINER'S NEW SOUTHWEST PROPERTY CORNER, THENCE ALONG THE SAID GRETCHEN P. MITCHINER'S PROPERTY LINE (ACROSS AN OPEN FIELD) N. 4° 20' E. 952.28 FEET TO AN IRON STAKE NEAR THE WOODED AREA, SAID MITCHINER'S NORTHWEST PROPERTY COMER, THENCE ALONG SAID MITCHINER'S PROPERTY LINE S. 85° 40' E. 132.65 FEET TO AN IRON STAKE NEAR THE WOODED AREA, THENCE S. 70° 18' E. 289 51 FEET TO AN IRON STAKE IN THE CENTER OF A DITCH, THENCE CONTINUING ALONG THE CENTER OF THE HIGHWAY EASEMENT DITCH S. 73° 10' E. 871.54 FEET TO THE CENTER OF SAID DITCH IN THE WESTERN EDGE OF US HIGHWAY NO. 70, GRETCHEN MITCHINER'S NORTHEAST PROPERTY CORNER, THENCE ALONG THE EDGE OF SAID HIGHWAY N. 5° 33' W. 266.12 FEET TO THE POINT OF BEING, CONTAINING 42 ACRES, MORE OR LESS, AND BEING THAT PORTION OF THE ALMA H. PARRISH (DECEASED IN 1967) LANDS DEVISED IN HER LAST WILL AND TESTAMENT TO HELEN P. TUTTLE AS PROBATED AND RECORDED IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF JOHNSTON COUNTY, WHICH WAS SURVEYED AND PLATTED BY RAGSDALE ENGINEERS DATED DECEMBER 28, 1967, AND BEING A PART OF THE 67 ACRE TRACT OF LAND DEVISED TO ALMA CLEO HALL (PARRISH) BY HER FATHER, J. F. HALL.

Section 2: Upon and after September 7, 2021 the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the Town of Clayton and shall be entitled to the same privileges and benefits as other parts of the Town of Clayton. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

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

Duly adopted this the 7th day of September 2021 while in regular session.

_____
Jody L. McLeod
Mayor

ATTEST:

_____
Kimberly A. Moffett, CMC, NCCMC
Town Clerk

NORTH CAROLINA
JOHNSTON COUNTY

This the _____ day of_____, 2021 _____personally appeared before me, Kimberly A. Moffett, Clerk of the Town of Clayton, who, being duly sworn by me, says that she knows the common seal of the Town of Clayton and is acquainted with Jody L. McLeod, who is the Mayor and presiding member of said municipal corporation; and that she saw the said Mayor sign the foregoing instrument and saw the said common seal of said municipal corporation affixed to said instrument by said Mayor, and that she, the said Kimberly A. Moffett, signed her name in attestation of said instrument in the presence of said Mayor.

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

_____
Notary Public - Signature

(SEAL)

_____
Notary Public – Printed Name

Commission Expires: _____

County of Commission: _____

Town Council Agenda Cover Sheet

Meeting Date
September 7, 2021

Agenda Location
Public Hearings

Item Title

Text Amendment – Downtown Parking Requirement

Presenter

Planning Department

Summary/Description

Change Unified Development Code (UDC) §155.401(B)(8) to read: In the Downtown Overlay District, the off-street parking requirements for non-residential development shall be 50% of that specified in this Section.

Requested Action
Approval

Funding Source (If Applicable):
N/A

Cost: **N/A** **Yes** ☐ **No** ☒

Additional Documents to be Included in Agenda Packet

Proposed Text Changes

Meeting Timeline
Click or tap here to enter text.

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

ORDINANCE AMENDMENT APPLICATION

Pursuant to Article 7, Section 155.703 of the Unified Development Code, the Town Council, Board of Adjustment, Planning Board, Planning Director, or the general public may petition the Town Council to amend the Code of Ordinances.

Application Fee: TBD
Advertisement Fee: $100.00
All fees are due when the application is submitted.

AMENDMENT INFORMATION

Project Name: Downtown Proposed Parking Ordinance Amendment

Existing title of Code Section(s): Chapter 155, Article 4: Off-Street Parking and Loading

Code Section Number(s): 155.401(B)(8)

APPLICANT/CONTACT INFORMATION

Applicant: Town of Clayton

Mailing Address: PO BOX 879, Clayton, NC 27528

Phone Number: 919-553-5002 **Fax:** _____

Contact Person: Dick Hails, AICP

Email Address: dhails@townofclaytonnc.org

DESCRIPTION OF REQUESTED CHANGES

Please provide a general justification of the requested ordinance amendment. Attach additional sheets if necessary.

The proposed ordinance amendment is to amend Article 4 of Chapter 155. The changes are subject to occur in section 155.401 Change is related to the Downtown Overlay District.

FOR OFFICE USE ONLY

Date Received: _____ Amount Paid: _____ File Number: 2021-96-OA

REQUIRED INFORMATION (*to be submitted with the application*)

The following items must accompany this application for it to be deemed complete.

To be completed by the applicant:			For staff use only:		
Submit 9 copies of all materials unless otherwise noted or directed by staff	Yes	N/A	Yes	No	N/A
1. A pre-application conference was held with Town of Clayton staff. Date: Waived DH	☐	X			
2. Review Fee and Advertisement Fee	☐	X			
3. Completed application	☑				
4. A bound strikethrough/underline copy of the Code section(s) proposed for revision	☑				
5. A bound "clean" copy of the Code section(s) proposed for revision	☑				

APPROVAL CRITERIA

All applications for Ordinance Amendment must address the following criteria:

1. The extent to which the proposed text amendment is consistent with the remainder of the chapter, including specifically, any purpose and intent statements.
   The proposed text amendment is consistent with the remainder of the chapter. It meets the intent of the code.

2. The extent to which the proposed text amendment represents a new idea not considered in the existing chapter, or represents a revision necessitated by changing circumstances over time.
   The text amendment updates the code to meet current best practice and standards.

3. Whether or not the proposed text amendment corrects an error in the chapter.
   The text amendment does not correct an existing error but updates the article.

4. Whether or not the proposed text amendment revises the chapter to comply with state or federal statutes or case law.
   The ordinance changes do comply with state and federal law.

APPLICANT AFFIDAVIT

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

Richard D. Cappola Jr. — *Print Name*

Signature of Applicant

08/23/2021 — *Date*

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

Planning Board: August 23, 2021
Town Council: September 7, 2021

STAFF REPORT

Application Number: 2021-96-OA
Project Name: Downtown Parking Standards Ordinance Amendment

Applicant: Town of Clayton

Public Noticing:
- Newspaper ad published August 25, 2021 & September 1, 2021

REQUEST: Request to make amendments to the text of the Unified Development Code (UDC) §155.401(B)(8) to read: In the Downtown Overlay District, the off-street parking requirements for non-residential development shall be 50% of that specified in this Section. The proposed change is minor in scope.

SECTIONS PROPOSED FOR AMENDMENT:

The following sections of Title XV, Chapter 155 and their general description are proposed for amendment:
- 401 – Off-Street Parking and Loading

STAFF ANALYSIS AND COMMENTARY:

Overview
This amendment seeks to amend the parking requirement in the Downtown Overlay District. On July 14, 2021 the Town Council held a Special Town Council Meeting to discuss Downtown Parking Concerns. Staff was directed to look at the parking section of the Unified Development Code and propose a text amendment to reduce the non-residential development parking requirement. The proposed text amendment has been submitted for a recommendation by the Planning Board with a final decision by the Town Council, scheduled at the September 7, 2021 meeting.

Approval Criteria:

1. The extent to which the proposed text amendment is consistent with the remainder of the chapter, including, specifically, any purpose and intent statements, and must adopt a statement describing whether the action is consistent or inconsistent with approved plans;

Response: The proposed text amendment is consistent with the remainder of the chapter, It meets the intent of the code.

2. The extent to which the proposed text amendment represents a new idea not considered in the existing chapter, or represents a revision necessitated by changing circumstances over time;

Response: The text amendment updates the code to meet current best practices and standards, as directed by the Town Council.

3. Whether or not the proposed text amendment corrects an error in the chapter;

Response: The text amendment does not correct an existing error but updates the article per the Council's direction.

4. Whether or not the proposed text amendment revises the chapter to comply with state or federal statutes or case law;

Response: The ordinance changes do comply with state and federal law.

5. Any adopted plans of the Town

Response: The text amendment does not modify any adopted plan of the Town.

CONSIDERATIONS

- The Planning Board shall make a recommendation to Town Council. The Town Council shall make a final decision regarding revisions to the Town Code.

STAFF RECOMMENDATION:

Staff is recommending approval of changes to the downtown parking standards.
Planning Board recommended approval of changes to the downtown parking standards.

CONDITIONS:

Staff has no recommendation of Conditions.

ATTACHMENTS:

1) Application
2) Draft Ordinance Amendment, in strikethrough/underline
3) Draft Ordinance- Clean Copy

UDC 155.401(B)(8)

In the Downtown Overlay District, ~~the Planning Director may allow a new use to be established, or existing structure expansion even if off-street parking and loading requirements of this Section cannot be met for the new use, provided that as much off-street parking and loading as can reasonably be provided is provided, and no foreseeable traffic congestion problems will be created.~~

UDC 155.401(B)(8)

In the Downtown Overlay District, the off-street parking requirements for non-residential development shall be 50% of that specified in this Section.

Column

INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Johnstonian News** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(919) 284-2295**.

Notice ID: A8elEAf8xwndH9xzTR9N | **Proof Updated: Aug. 20, 2021 at 11:39am EDT**
Notice Name: 2021-96-OA - Downtown Parking Ordinance Amend

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER	FILING FOR
Kimberly Moffett	Johnstonian News
kmoffett@townofclaytonnc.org	

Columns Wide: 1 **Ad Class:** Legals

25 Aug 2021 - Custom	29.92
1 Sep 2021 - Custom	29.93

Subtotal	$59.85
Tax %	0.00
Processing Fee	$5.99
Total	**$65.84**

In accordance with NC GS 160D-602, the Clayton Town Council will hold a public hearing on September 7, 2021, at 6 PM at Town Hall, 111 East Second Street, to consider a text amendment:

2021-96-OA - Downtown Proposed Parking Ordinance Amendment - requested charge to Downtown Parking Standards.

Copies of the proposed amendment are available in the Planning office and the Town Clerk's office for review by the public. Title XV, Chapter 155 is proposed to be amended to modify the following sections:

Article 4 : General Development Standards
Section 401: (Off Street Parking and Loading)

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

Jeff Caines, Planner
919-553-5002
The Johnstonian
August 25, September 1, 2021

Town of Clayton
Town Council
Motion Sheet
Text Amendment

After considering the recommendations of the Planning Board and Planning Director, I move to **[approve OR deny]** **2021-96-OA**

[IF APPROVING]

and to approve the Statement of Consistency and Reasonableness included in the Agenda packet [with the following modifications: STATE MODIFICATIONS, IF ANY]**.**

MOTION FORM
Item 6d
2021-96-OA
Text Amendments to Chapter 155

Ordinance #2021-09-04

TOWN OF CLAYTON
AMENDMENT TO THE CODE OF ORDINANCES

CHAPTER 155

BE IT HEREBY ADOPTED THAT THE TOWN COUNCIL FOR THE TOWN OF CLAYTON, NORTH CAROLINA amend Chapter 155, Section 401(B)(8) of its Code of Ordinances to read as follows:

§155.401(B)(8)

In the Downtown Overlay District, the off-street parking requirements for non-residential development shall be 50% of that specified in this Section.

Duly adopted this the 7th day of September 2021, while in regular session.

_____

Jody McLeod
Mayor

ATTEST:

_____

Kimberly A. Moffett, CMC, NCCMC
Town Clerk

Town Council Agenda Cover Sheet

Meeting Date
September 7, 2021

Agenda Location
Old Business

Item Title
Gannett-Fleming Design Build Contract - Amendment Number 1

Presenter
Louis Duffie – Assistant Program Manager, Joshua Baird – Engineering Director, HDR Consultant Team

Summary/Description
With 30% design, assessment of market conditions and equipment lead times complete staff and owner's advisor (HDR) propose shifting the Guaranteed Maximum Price from 60% to 90% design. In doing so, additional design and general condition costs ($2,321,200) are to be pulled forward prior to execution of the GMP. These costs would have been within the Phase 2/GMP amendment but are being pulled forward to Phase 1/pre-construction. The additional pre-construction phase costs covers complete design of the New Neuse River Water Reclamation Facility to Issue for Construction (IFC) Drawings. Furthermore, the date to establish GMP will be revised to May 20, 2022 and the date of substantial completion will be revised to November 1, 2024. Staff request Town Council approve Town Manager to execute the amendment modifying the contract amount and contract completion dates.

Requested Action
Approval/Denial

Funding Source (If Applicable):
CWSRF

Cost: **$2,321,200** **Yes** ☒ **No** ☐

Additional Documents to be Included in Agenda Packet

Contract Amendment No.1
Exhibit A
Decision Document provided by Owner's Advisor (HDR)

Meeting Timeline
Click or tap here to enter text.

AMENDMENT NO. 1
TO THE AGREEMENT DATED JUNE 1, 2021
BETWEEN
TOWN OF CLAYTON, NORTH CAROLINA
AND
GANNETT FLEMING PROJECT DEVELOPMENT CORPORATION
FOR PROGRESSIVE DESIGN-BUILD SERVICES

This **AMENDMENT No. 1** dated ___ day of _____, 2021, is hereby made to the Agreement dated June 1, 2021, between Town of Clayton, North Carolina (Owner), and Gannett Fleming Project Development Corporation (Design-Builder) for Design-Build services for the Neuse River Water Reclamation Facility Project. The Parties have agreed to modify the scope of services for Phase 1 and compensation associated with final design in Phase 2 as per the following.

In consideration of the mutual promises contained herein, the parties hereby agree to modify and amend the Agreement as follows:

1. **Article 2, Section 2.2.1 Phase 1 Services is revised to read as follows:**

2.2.1 Phase 1 Services. Design-Builder shall perform the services of design (through final design), geotechnical services, and procurement of the early Work packages as set forth below based on the Owner's Project Criteria, as may be revised in accordance with Section 2.1 hereof, as set forth in Exhibit B, Scope of Services. The Design-Builder shall perform such services to the level of completion required for Design-Builder and Owner to establish the Contract Price for each early Work package, as set forth in Section 2.3 below, no later than December 23, 2021. The Contract Price for Phase 2 shall be developed during Phase 1 on an "open-book" basis at ninety percent (90%) design. Design-Builder's Compensation for Phase 1 Services is set forth in Section 7.1 herein. The level of completion required for Phase 1 Services is defined in Exhibit B, Scope of Services (either as a percentage of design completion or by defined deliverables). The early Work packages may be broken up into 1 to 4 separate packages for pricing and may include the following:

1. Sitework
2. Concrete structures – foundations and tanks
3. Early underground piping packages for concrete structures
4. Blowers
5. MCCs
6. Clarifier mechanism
7. Aeration Distribution in tanks

Design-Builder must competitively bid all early Work packages in accordance with the same contractual and statutory requirements that would apply if the Work was being performed in Phase 2. No early Work packages may be released for completion as part of Phase 1 Services until approved in writing by Owner. Design-Builder shall submit each Application for Payment for all early Work packages in accordance with Article 8 of the Agreement.

2. Article 2, Section 2.3 and subsection 2.3.1 and 2.3.1.1 are revised to read as follows:

2.3 Proposal. Upon completion of the Phase 1 Services, including completion of design to a ninety percent (90%) basis and any other Basis of Design Documents upon which the parties may agree, Design-Builder shall submit a proposal to Owner (the "Proposal") for the completion of the design and construction for the Project for the Contract Price, which shall be based on Design-Builder's Fee and Cost of the Work subject to a final GMP, being established no later than May 20, 2022.

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

2.3.1.1 The Contract Price shall be based on Design-Builder's Fee and Cost of the Work, subject to a GMP, which shall be the sum of:

i. Design-Builder's Fee as defined in Section 7.4.1 hereof;
ii. The estimated Cost of the Work as defined in Section 7.5 hereof, inclusive of (a) any Design-Builder's Contingency as defined in Section 7.5.2 hereof, and (b) all early work packages as defined in Section 2.2.1 hereof; and
iii. If applicable, any prices established under Section 7.1.3 hereof; and

3. Article 6.2.1 is revised to read as follows:

6.2.1 Substantial Completion of the entire Work shall be achieved no later than November 1, 2024.

4. Article 6.4 is revised to read as follows:

6.4 Liquidated Damages. Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by thirty (30) days after the Scheduled Substantial Completion Date (the "LD Date"), Design-Builder shall pay Owner liquidated damages for each day that Substantial Completion extends beyond the LD Date per the following schedule:

- LD date through the end of 2024: $2,500 per day
- Starting January 1, 2025: $6,000 per day

Design-Builder's total liability for liquidated damages shall not exceed One Million Dollars ($1,000,000).

5. Article 7, Section 7.1 is revised to read as follows:

7.1 Contract Price.

7.1.1 Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of

Contract the sum of Four Million Six Hundred Six Thousand Six Hundred Forty-Nine Dollars and Ten Cents ($4,606,649.10) (Original Contract ($1,311,000), Approved Design Change Costs ($974,449.10), and Contract Amendment No. 1 ($2,321,200)) for the Phase 1 Services, subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Phase 1 Services compensation is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

6. Article 7.5.3 is revised to read as follows:

7.5.3 Savings.

7.5.3.1 If the sum of the actual Cost of the Work and Design-Builder's Fee (and, if applicable, any prices established under Section 7.1.3 hereof) is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference ("Savings") shall be shared as follows:

(Choose one of the following:)

☒ Thirty-five percent (35%) to Design-Builder and sixty-five percent (65%) to Owner. Notwithstanding the foregoing, under no circumstances shall the total amount of the savings to be paid to Design-Builder exceed $300,000.

7. Phase 1 Scope of Services is amended to include Full Design Services, through Issue for Construction drawings and specifications, as outlined in Exhibit A.

The Agreement and the terms and conditions therein shall remain unchanged an in full force and effect other than as specifically set forth above.

In executing this Amendment, Design-Builder represents that it has the necessary financial resources to fulfill its obligations under the Agreement, including this Amendment, and has the necessary corporate approvals to execute this Amendment and perform the services described herein.

OWNER:	**DESIGN-BUILDER:**
Town of Clayton	Gannett Fleming Project Development Corporation
(Name of Owner)	*(Name of Design-Builder)*
_____	_____
(Signature)	(Signature)
Rich Cappola, PE	Craig E. Crowther, PE
(Printed Name)	*(Printed Name)*
Interim Town Manager	Senior Vice President
(Title)	*(Title)*
Date: _____	Date:_____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

_____
Finance Director

Exhibit A

Project Overview

The Town of Clayton, located in the piedmont region of North Carolina, provides wastewater conveyance and treatment services to a population of approximately 32,000 residents and several biopharma industrial customers. The Town currently owns and operates the Little Creek Water Reclamation Facility (LCWRF), with a permitted maximum month capacity of 2.5 million gallons per day (MGD). Additionally, the Town has purchased treatment capacity via regional contracts from neighboring utilities. The Town owns 1.4 MGD capacity at the Johnston County Wastewater Treatment Plant and has contracted 1.0 MGD in capacity through 2027 from the City of Raleigh's Neuse River Wastewater Treatment Plant (WWTP), which brings the Town's current total permitted wastewater treatment capacity to 4.9 MGD. The Town is seeking to expand their wastewater treatment capacity and increase system resiliency by constructing a new 6 MGD WRF, the plan to expand is driven by LCWRF's ageing infrastructure, expected residential and industrial growth, and the upcoming expiration of one of the Town's regional contracts. A recent capacity study indicated the Town will require approximately 10 MGD in total wastewater treatment capacity over the next twenty years to meet future needs, including major increases in industrial flow from the bio-pharma customers. The Town is planning a phased approach to meet this expected demand, with an initial step to reach 6 MGD in Town-owned treatment capacity. These plans include provisions for incremental capacity increases as additional treatment capacity needs are realized through 2040. The Town of Clayton has developed a Design Build RFQ-Preliminary Basis of Design Report that outlines design basis information for the proposed new water reclamation facility, located adjacent to the existing Neuse 2 Pump Station site. The proposed new WRF will replace the Town's existing LCWRF. This report has been prepared in accordance with the Scope of Services contracted by the Town and CH2M Hill North Carolina, Inc. (CH2M), a wholly-owned subsidiary of the Jacobs Engineering Group, Inc. and with WithersRavenel. It is the Town's intention to construct the facility under a Progressive Design Build (DB) contract; therefore, further development of the design and facility construction shall be completed by the selected DB Contractor. The new WRF will receive a combination of domestic and pre-treated industrial wastewater. The primary function of the new WRF is to treat this combined influent as required to reliably satisfy applicable North Carolina Department of Environmental Quality (NCDEQ) requirements and meet or exceed the National Pollutant Discharge Elimination System (NPDES) permit conditions for the plant outfall into the Neuse River.

Base Bid: The Town of Clayton has selected Gannett Fleming to prepare a 60% design package and a GMP to construct the project under a DB contract. The project will be delivered in a phased approach.

Base Bid-Additional Services: The Phase 1 Base Bid services are being expanded to include the following:

Design: Development of 90% design documents. Refer to Contract Amendment No. 1

Design: Development of 100% IFC documents. Refer to Contract Amendment No. 1

Additional PPCO's can be submitted for design changes resulting from direction from the Town of Clayton. At this time, the Basis of Design Report has been validated and all omissions have been addressed.

Phase 1 30% Design Services-Base Bid: Cost is included in the Fee for the 60% Design Services Below

1. Project Management
    a. Manage the Design Team
    b. Attend Weekly Meetings-7 Allowed
    c. Prepare Meeting Minutes and Correspondences
    d. Maintain an Action Items List
    e. Provide Cost Reporting
    f. Manage Change Management
    g. Schedule Maintenance: Develop and Manage the Schedule. Project Schedule will be updated and issued every 2 weeks.
    h. Provide a Monthly Progress Report
2. Architectural
    a. Perform Building Programming
    b. Develop Facility Datasheets
    c. Perform Building Code Review, Including Life Safety
    d. Program the Lab and Develop an Equipment List
    e. Develop Preliminary Floor Plans
3. Process
    a. Confirm Biowin Modeling
    b. Confirm Hydraulics for BOD layout
    c. Perform Flow and Volume Calculations
    d. Review Site Circulation Analysis for BOD layout
    e. P&ID Review and Development
    f. Confirm Equipment Sizing and Selection
    g. Develop Equipment List
    h. Provide a Summary of BOD Process Changes

Phase 1-60% Design Services-Base Bid: $948,800 (Documents generated to a 60% Design Completion to support the development of the GMP. Refer to Gannett Fleming's Proposal Dated March 4, 2021 for a Project Deliverable List, pages 14-24)

1. Project Management
    a. Manage the Design Team
    b. Attend Weekly Status Meetings at the ToC-11 Allowed
    c. Prepare Meeting Minutes and Correspondences
    d. Maintain an Action Items List
    e. Provide Cost Reporting
    f. Manage Change Management
    g. Schedule Maintenance: Develop and Manage the Schedule. Project Schedule will be updated and issued every 2 weeks.
    h. Provide a Monthly Progress Report
2. Civil
    a. Prepare Major Site Plan Package
    b. Develop Design for Sediment and Erosion Control
    c. Prepare Underground Utilities Drawings
    d. Develop Preliminary Specifications
3. Structural
    a. Develop IFC Foundations Package – Buildings and Hydraulic Structures
    b. Develop Preliminary Building Frames and Details
    c. Develop Preliminary Details for Stairs, Frames, Platforms, Pipe Supports

d. Prepare Preliminary Specifications

4. Architectural
    a. Continue with Building Code Reviews
    b. Continue Life Safety Reviews
    c. Prepare Preliminary Floor Plans
    d. Develop Building Elevations
    e. Develop PEMB Performance Specifications and Support Bid Package Development
    f. Prepare Preliminary Specifications
5. Process
    a. Prepare Preliminary Piping Plans
    b. Prepare Under Slab Piping Early Bid Package-Drawings and Specifications
    c. Major Equipment Confirmation
    d. Develop Equipment Data Sheets and Specifications
    e. Prepare Procurement Specifications for Early Equipment:
        i. Blowers
        ii. MCCs
        iii. Clarifier Mechanism
        iv. Aeration Distribution
    f. Update Equipment Lists
    g. Develop Preliminary Specifications
6. Mechanical (HVAC and Plumbing)
    a. Provide HVAC Sizing Calculations
    b. Develop Airflow Diagrams
    c. Prepare Preliminary HVAC Plans showing Equipment and Ductwork
    d. Prepare Preliminary Plumbing Plans (Domestic Water, Waste and Vent)-Site and Buildings
    e. Develop Preliminary Specifications
7. Electrical
    a. Update and Finalize Single Line Diagrams
    b. Prepare MCC Elevations
    c. Prepare Preliminary Power Plans - Site and Buildings
    d. Prepare Preliminary Lighting Plans - Site and Buildings
    e. Confirm Generator Sizing Analysis and Issue Specifications
    f. Develop Preliminary Specifications
8. Instrumentation and Controls
    a. Develop System Architecture Diagram
    b. Specify SCADA Performance Criteria – Thin Client
    c. Support P&ID Updates and add I&C Nomenclature
    d. Review Equipment Datasheets and confirm SCADA Interface Requirements
    e. Develop Preliminary Instrument List
    f. Develop Preliminary Terminals Plan
    g. Provide P&ID Instrument Data Sheets
    h. Develop Preliminary Specifications

Phase 1 Preconstruction Services-Base Bid: $220,000

1. Develop an Integrated EPC Schedule-Preliminary Issued with 30% Package and will be updated every 2 weeks.
2. Develop a Detailed Project Execution Plan (PEP)-Preliminary Issued with the GMP Package. A Table of Contents will be provided to ToC for review.
3. Convert MS Project to P6 Schedule and Issue with GMP.

4. Develop the GMP for Phase 2 services of the contract. The GMP will be developed thru a combination of soliciting pricing from the subcontractor market and internal estimating. To be performed with 90% GMP
5. Review Permitting Requirements with NCDEQ to support a phased project execution and amend the PEP as required.
6. Submit Documents for Permits:
    a. Sedimentation and Erosion Control
    b. Major Site and Stormwater
    c. Foundations and Concrete

Phase 1 Geotech Services-Base Bid: $50,000

1. Perform 26 additional borings (825 ft) to support the construction of the BOD layout and complete the Geotech report, including a site-specific shear wave velocity test.
2. Note: Additional borings and analysis will be required to support the D110 tanks and will be processed as a change order, including time and expenses for GFPDC personnel to visit the site and periodically observe the work.

Phase 1 Procurement Services-Base Bid: $92,200

1. Attend Meetings with the ToC to review Procurement Requirements and Documentation-2 Allowed
2. Prepare procurement documents to bid the following work and submit for early funding approval:
    a. Early sitework
    b. Concrete structures-foundations and tanks
    c. Early underground piping packages for concrete structures
3. Prepare procurement documents to bid the following equipment and submit for early funding approval:
    a. Blowers
    b. MCCs
    c. Clarifier Mechanism
    d. Aeration Distribution in tanks
4. Note: Thru the development of the GMP, additional equipment and Scopes of Work may need to be procured early and will be processed as a change order for additional services. These services would have normally been part of the GMP after acceptance of the GMP, but may be accelerated due to market constraints, extended lead times or construction sequencing.
5. Procurement Services for the items listed above is limited to the contractor's effort on preparing scope documents, soliciting pricing, and submitting for funding approval. Once funding approval is complete, then the efforts to support order placement, shop drawing development and associated construction administration will be additional services.

TOTAL: $1,311,000

The original Phase 1 Base Bid Services are being amended to add the following:

Phase 1-90% and 100% IFC Design-Alternate Services

1. Project Management
    a. Manage the Design Team
    b. Attend Weekly Status Meetings at the ToC-14 Allowed
    c. Prepare Meeting Minutes and Correspondences
    d. Maintain an Action Items List
    e. Provide Cost Reporting
    f. Manage Change Management
    g. Schedule Maintenance: Develop and Manage the Schedule. Project Schedule will be updated and issued every 2 weeks.
    h. Provide a Monthly Progress Report
2. Civil
    a. Prepare Major Site Plan Package
    b. Develop Design for Sediment and Erosion Control
    c. Prepare Underground Utilities Drawings
    d. Develop Specifications
3. Structural
    a. Update IFC Foundations Packages – Buildings and Hydraulic Structures-In addition to the early packages as required.
    b. Develop Building Frames and Details
    c. Develop Details for Stairs, Frames, Platforms, Pipe Supports
    d. Support Bid Package Development
    e. Prepare Specifications
4. Architectural
    a. Complete Building Code Reviews
    b. Complete Life Safety Reviews
    c. Prepare Floor Plans
    d. Develop Building Elevations
    e. Support Bid Package Development
    f. Prepare Specifications
5. Process
    a. Prepare Piping Plans
    b. Update Under Slab Piping Early Bid Package-Drawings and Specifications as Required
    c. Major Equipment Confirmation
    d. Develop Equipment Data Sheets and Specifications
    e. Prepare Procurement Specifications for Equipment
    f. Update and Maintain Equipment Lists
    g. Prepare Specifications
6. Mechanical (HVAC and Plumbing)
    a. Provide and Update HVAC Sizing Calculations
    b. Develop Airflow Diagrams
    c. Prepare HVAC Plans showing Equipment and Ductwork
    d. Prepare Plumbing Plans (Domestic Water, Waste and Vent)-Site and Buildings
    e. Develop Specifications
7. Electrical
    a. Update and Finalize Single Line Diagrams
    b. Update and Finalize MCC Elevations

c. Update and Finalize Power Plans - Site and Buildings
d. Update and Finalize Lighting Plans - Site and Buildings
e. Confirm Generator Sizing Analysis and Issue Specifications-Update as Required
f. Develop Specifications

8. Instrumentation and Controls
    a. Update and Finalize System Architecture Diagram(s)
    b. Specify SCADA Performance Criteria – Thin Client-Update and Finalize
    c. Support P&ID Updates and add I&C Nomenclature
    d. Review Equipment Datasheets and confirm SCADA Interface Requirements
    e. Update and Finalize Instrument List
    f. Update and Finalize Terminals Plan
    g. Update and Finalize P&ID Instrument Data Sheets
    h. Develop Specifications

TOTAL: $2,321,200

Phase 1 Preconstruction-Alternate Services: Refer to PPCO #022

1. Develop an Integrated EPC Schedule- Issued with 60% Estimate Package and will be updated every 2 weeks to the 90% package.
2. Develop a 60% cost estimate.
3. Convert MS Project to P6 Schedule and Issue with GMP.
4. Develop the GMP for Phase 2 services of the contract utilizing the 90% design documents. The GMP will be developed thru a combination of soliciting pricing from the subcontractor market and internal estimating.

Phase 1 Procurement-Alternate Services: Refer to PPCO #004 and #021

1. Attend Meetings with the ToC to review Procurement Requirements and Documentation - 5 Allowed
2. Prepare procurement documents to bid the following work and submit for early funding approval:
    a. Yard piping, Refer to PPCO #021
3. Prepare procurement documents to bid the additional equipment and submit for early funding approval:
    a. Refer to PPCO #004
4. Note: Thru the development of the GMP, additional equipment and Scopes of Work may need to be procured early and will be processed as a change order for additional services. These services would have normally been part of the GMP after acceptance of the GMP, but may be accelerated due to market constraints, extended lead times or construction sequencing.
5. Procurement Services for the items listed above is limited to the contractor's effort on preparing scope documents, soliciting pricing, and submitting for funding approval. Once funding approval is complete, then the efforts to support order placement, shop drawing development and associated construction administration will be additional services.

Table of Approved Change Orders (dated August 31, 2021)

Pre GMP – Phase 1	PCCO #	Cost
Additional Borings for D110 Tanks	001	$49,492.10
Project Schedule Extension Meetings	002	$6,884
Design of Replacement Structures for PEMB	003	$157,647
Screening Estimate	004	$0
HAZOP Meeting	005	$24,226
UV Channel, IPS Hoist, Septage Canopy, PS Curbs	006	$67,900
Odor Control for Thickening Building	007	$88,100
Odor Control for IPS and EQ Tanks	008	$58,900
Reprogramming of Thickening/Dewatering Building	009	$159,800
WAS Pump Relocation	010	$8,400
Addition of 3rd Screw Press	011	$13,200
Addition of Aeration in Effluent Splitter Box	012	$17,400
Cover Over Post Cascade Aeration	013	$11,900
Control Room Addition in Thickening Building	014	$19,000
RAS Pump Monorail	015	$15,600
Solids Drying Addition	016	$18,900
RDT Day Tanks	017	$64,600
Design Management for 60%-90%	018	$66,800
Early Procurement of Ductile Iron Piping	019	$28,000
60% Cost Estimate	020	$39,500
Addition of Blower to Bioreactor	021	$58,200
Total		$974,449.10

Assumptions:

We provide the following assumptions and clarifications with regard to this 60% design portion of work:

General

Existing Jacobs Basis of Design drawings, topography plan, site survey and Early Grading Plans are provided in ACAD format.

Basis of proposal is Jacobs's Preliminary Basis of Design report. No rework of the Basis of Design or identified technology selections are included.

Gannett Fleming has included permitting for NCDOT, Stormwater, Sediment & Erosion Control, Major Site, Zoning Compliance/Construction Plan and Building.

Public communication and outreach are managed by Town of Clayton or their Engineering Professional.

~~60% Engineering design is anticipated to be complete on 08/03/21. GMP pricing is slated to be provided to the Town of Clayton by 10/01/21.~~ Refer to Contract for Dates.

Application/Review/Permit Fees and Engineering Construction Administration costs are included as part of GMP.

Assumptions and clarifications associated with pricing are included in Appendix F, Attachment B.

Civil

FONSI, NPDES Modification and Rough Grading/S&EC permitting has been completed by the Town of Clayton or their Design Professional.

Early rough grading and site access road are by Town of Clayton.

All cut soils and overburden related to rough grading activities are removed from site by Town of Clayton.

We have included the cost for generating a Geotechnical Additional Borings Scope of Work document. Cost of additional borings for tank foundations is included in early site works package.

Additional surveying is included as part of GMP.

Gravity sanitary sewer collection systems are included. Mechanical lift stations are additional services.

Traffic studies or signal design are excluded.

Irrigation system design is excluded.

Architectural

None

Structural

Building foundations to be shallow mat type. All tank foundations to be reinforced concrete per ACI-350.

No retaining walls are anticipated.

Process / Piping

BioWin modeling has been conducted by Town of Clayton Design Professional and confirms technology meets State's Water Discharge Requirements.

NCDEQ Authorization to Construct (ATC) submittal is by Town of Clayton. We have included time to support NCDEQ preliminary discussion meetings and submittal preparation within our design compensation.

Tank structures are per ACI 350 Code or AWWA D110 Standard.

Mechanical/HVAC

Natural gas service is not available on-site and propane is not preferred by Town of Clayton. All HVAC equipment will be electric with stand alone local controls.

Plumbing

Primary potable water service to site is provided by others.

Fire Protection

Fire alarm plans and details are included for each building. Fire suppression systems are not required by Code.

No engineering for onsite fire protection systems (fire pump, storage tank and related appurtenances) is included.

Electrical

Short Circuit, Protection Device Co-ordination and Arc Flash Studies are based on As-Built conditions and as such are part of Engineering Construction Administration services.

Northside Substation to provide primary power (13.2/23 KV) to site.

Site lighting is coordinated through the Town-owned Northside Substation personnel.

Instrumentation & Controls

P&IDs shall show the instrumentation / control components using ISA Symbology Standard 5.1.

P&ID's will show flows, temperatures, tie-in points, and pressures to the best extent. In addition, control logic, normal open/close positions on control valves, and interlocks shall be shown.

Integrator provides Loop Diagrams as needed.

Schedule:

1. Refer to the schedule for anticipated dates. Hard dates are referenced in the contract for the following:

1. Submission of 90% Documents: January 25, 2022
2. Submission of 90% GMP: April 25, 2022

The ToC requested 8 days to review the 30%, 60% and 90% design packages, and the GMP submission. This time request has been allotted in the schedule.

Drawings:

The listed drawings are for the project and are not necessarily specific to Phase 1. Drawings for Phase 1, as a collective package, will be completed to a 60% level to establish the GMP:

Civil

Key Map / Overall Plans
Site Plans
Utility Plans
Underground Piping Plans
Water Main and Profile
Sanitary Sewer Details
Sediment and Erosion Control Plans
Grading and Drainage Plans
Cofferdam – Outfall Plan and Details

Structural

Legend/Definitions/General
NotesDetails Sheets
Admin/Laboratory and Maintenance Building Foundation Plan Admin/Laboratory and Maintenance Building Roof Plan Admin/Laboratory and Maintenance Building Sections and DetailsElectrical and Standby Generator Building Foundation Plan Electrical and Standby Generator Building Roof Plan
Electrical and Standby Generator Building Sections and DetailsElectrical Building 2 Foundation Plan

Influent Junction Box Foundation and Wall SectionsHeadworks Foundation Plan
Headworks Roof Plan Headworks Sections and Details
Septage Receiving Foundation and Containment PlanSeptage Receiving Sections and Details
Chemical Unloading Foundation and Containment PlanChemical Unloading Sections and Details
Chemical Storage and Feed Building Foundation PlanChemical Storage and Feed Building Roof Plan
Chemical Storage and Feed Building Sections and DetailsThickening Building Foundation Plan and Details Thickening Building PEMB Specification Input
Dewatering Building Foundation Plan and DetailsDewatering Building PEMB Specification Input
Dewatering Building Equipment Platform Foundation Plan and Sections
Dewatering Building Equipment Platform Framing Plan and Sections
Tertiary Filters Foundation Plan and Details
Tertiary Filters PEMB Specification Input
Tertiary Filters Internal Bridge Crane Foundation Plan and Sections Tertiary Filters Internal Bridge Crane Framing Plan and Sections Equalization Pump Station Canopy Foundation Plan and Sections Equalization Pump Station Foundation

Canopy Framing Plan and SectionsBlowers Canopy Foundation Plan and Sections
Blowers Canopy Framing Plan and Sections
UV Disinfection Facility Canopy Foundation Plan and SectionsUV Disinfection Facility Canopy Framing Plan and Sections RAS/WAS Pump Station Canopy Foundation Plan and SectionsRAS/WAS Pump Station Canopy Framing Plan and Sections Influent Pump Station Wet Wells 1 and 2 Foundation Plan Influent Pump Station Wet Wells 1 and 2 Top Plan
Influent Pump Station Wet Wells 1 and 2 Section
Influent Pump Station Wet Wells 1 and 2 Crane Framing Plan Influent Pump Station Wet Wells 1 and 2 Crane Plan and Sections
Secondary Clarifier Flow Splitter Box Foundation and Wall Sections – Ferric Option Secondary Clarifier Flow Junction Structure Foundation and Wall Sections – Ferric Option Plant Water Pump Station Foundation and Wall Sections
Post Aeration Facility – Cascade Foundation, Sections and DetailsEffluent Splitter Box Foundation and Wall Sections
Drain Pump Stations – Specification for Precast Vault and Manhole(s)Equipment Pads – Odor Control, Miscellaneous
Process Bioreactors Foundation PlanProcess Bioreactors Upper Plan
Process Bioreactors Sections and Details Process Bioreactors Stair Plans and Sections
Secondary Clarifiers Stair Plans and Sections
Parshall Flume Plan and Sections Pipe and Cable Tray Supports – Typical Bioreactor WalkwayPipe and Cable Tray Supports – Typical Bioreactor Side WallPipe and Cable Tray Supports – Typical Yard/Site

Architectural

Title Sheet – Building
PermitBuilding Code
Review
Facility Programing – Admin/Laboratory and Maintenance
BuildingLegend/Definitions/General Notes
Mounting Heights and Accessibility Schedule
Architectural Site Plan
Code Summary & Appendix B – Admin/Laboratory and Maintenance BuildingCode Summary & Appendix B – Electrical and Standby Generator Building Code Summary & Appendix B – Electrical Building 2
Code Summary & Appendix B – Headworks
Code Summary & Appendix B – Chemical Storage and Feed BuildingLife Safety Plan – Admin/Laboratory and Maintenance Building
Life Safety Plan – Electrical and Standby Generator BuildingLife Safety Plan – Electrical Building 2
Life Safety Plan – Headworks
Life Safety Plan – Chemical Storage and Feed Building
PEMB Specifications – Thickening Building, Dewatering Building and Tertiary Filters
Floor Plans – Admin/Laboratory and Maintenance Building
Floor Plans – Electrical and Standby Generator Building
Floor Plans – Electrical Building 2
Floor Plans – Headworks
Floor Plans – Chemical Storage and Feed Building
Reflected Ceiling Plan – Admin/Laboratory and Maintenance Building
Enlarged Restroom Plan and Elevations – Admin/Laboratory and Maintenance BuildingLaboratory Plan and Details – Admin/Laboratory and Maintenance Building
Roof Plans – Admin/Laboratory and Maintenance Building Roof Plans – Electrical and Standby Generator Building
Roof Plans – Electrical Building 2Roof Plans – Headworks
Roof Plans – Chemical Storage and Feed Building Elevations – Admin/Laboratory and Maintenance Building
Elevations – Electrical and Standby Generator Building Elevations – Electrical Building 2
Elevations – Headworks
Elevations – Chemical Storage and Feed Building

Sections and Details – Admin/Laboratory and Maintenance BuildingSections and Details – Electrical and Standby Generator Building
Sections and Details – Headworks
Sections and Details – Chemical Storage and Feed BuildingSections and Details – Building Stairs, if Required
Wall SectionsRoof Details
Room Finish Schedules
Door and Window
Schedules

Process and Piping
Equipment List
Legend/Definitions/General NotesProcess Details Sheet
Process Flow Diagram
Hydraulic Profiles
(27) P&ID Input for Finalization
Piping Plans – Yard
Underslab Piping Plan – EQ Tanks Underslab Piping Plan – Process Bioreactor
Underslab Piping Plan – Secondary Clarifiers Underslab Piping Plan – Aerated Sludge Holding TanksUnderslab Piping Plan – Headworks
Underslab Piping Plan – Chemical Storage and Feed BuildingUnderslab Piping Plan – Thickening Building
Underslab Piping Plan – Dewatering BuildingUnderslab Piping Plan – Tertiary Filters Underslab Piping Plan – Septage Receiving
Sectional Plan – Process Bioreactor
Top Plan – Process Bioreactor
Tank Sections – EQ Tanks
(2) Tank Sections – Process Bioreactor
(2) Wall Penetration Locations – Process Bioreactor
(2) Wall Casting Plans – Process BioreactorHandrail Layout – Process Bioreactor
Equipment General Arrangement – Headworks
Equipment General Arrangement – Chemical Storage and Feed BuildingEquipment General Arrangement – Thickening Building
Equipment General Arrangement – Dewatering BuildingEquipment General Arrangement – Tertiary Filters
Equipment General Arrangement – Influent Pump StationEquipment General Arrangement – Blowers
Equipment General Arrangement – UV Disinfection Equipment General Arrangement – RAS/WAS Pump Station
Equipment General Arrangement – Odor Control Facility Sections – Headworks
Sections – Chemical Storage and Feed Building
Details – Chemical Storage Tank Farm and Piping SchematicSections – Thickening Building
Sections – Dewatering Building Sections – Tertiary Filters Sections – Influent Pump StationSections – UV Disinfection
Sections – RAS/WAS Pump Station
Air Piping and Thermal Expansion Compensation – Process BioreactorPiping Plan and Sections – Influent Pump Station
Piping Plan and Sections – Secondary Clarifier Flow Splitter Piping Plan and Sections – Secondary Clarifier Flow Junction
Piping Plan and Sections – Blowers
Piping Plan and Sections – UV DisinfectionPiping Plan and Sections – Post Aeration
Piping Plan and Sections – RAS/WAS Pump StationPiping Plan and Sections – Influent Junction Box Piping Plan and Sections – Odor Control Facility Piping Plan and Sections – Plant Water Pump Station
Piping Plan and Sections – Drain Pump Stations TypicalPiping Plan and Sections – Effluent Splitter Box
Piping Plan and Sections – Outfall Reclamation/Re-use Water Plan – HeadworksReclamation/Re-use Water Plan – EQ Tanks Reclamation/Re-use Water Plan – Bioreactors
Reclamation/Re-use Water Plan – Secondary Clarifiers Reclamation/Re-use Water Plan – Sludge Holding Tanks
Reclamation/Re-use Water Plan – Post Aeration Reclamation/Re-use Water Plan – Parshall Flume

(18) Major Process Component Specifications/Data Sheets:

- –Screens
- –Grit Chamber
- –Odor Control
- –EQ Tank
- –EQ Pumps
- –Blowers
- –Bioreactor
- –Aeration Systems
- –Mixers
- –Clarifiers
- –Disc Filters
- –UV Disinfection
- –Post Aeration
- –RAS/WAS Pumps
- –RDT
- –Sludge Holding
- –Screw Presses
- –Conveyors

Instrumentation and Controls

Legend/Definitions/General NotesI&C Details Sheet
P&ID – Influent Pump StationP&ID – Septage Receiving P&ID – Headworks Screens P&ID–Headworks Grit Basins
P&ID–Headworks Grit Pumps and Classifiers
P&ID–Headworks Odor Control Fans
P&ID–IPS and EQ Odor Control Fans P&ID–EQ Tanks and Recirculation PumpsP&ID–EQ Return Pumps
P&ID–Bioreactor and Secondary Clarifier Flow SplitterP&ID–Bioreactors 1, 2, & 3
P&ID–Bioreactor Blowers
P&ID–Secondary Clarifiers 1, 2, & 3 and Scum PumpingP&ID–RAS and WAS Pump Station
P&ID – Filter System P&ID–UV DisinfectionP&ID–Post Aeration
New P&ID–Water Reclamation/Re-use DistributionP&ID–Rotary Drum Thickener
P&ID–Aerated Sludge Holding TankP&ID – Aerated Sludge Blowers P&ID–Screw Press
P&ID–Dewatering System Conveyor and Truck LoadingP&ID–Polymer Storage and Feed System 1
P&ID–Polymer Storage and Feed System 2
P&ID–Supplemental Carbon Storage and Feed SystemP&ID–Metal Salt Storage and Feed System
P&ID–Generator No. 1P&ID–Generator No. 2
Sequence of Operation–Process SystemsSCADA Network Schematic Diagram
Standard Control Strategies and Monitoring Specialized Control Strategies and Monitoring
Maintenance Monitoring and Generic Motor Control LogicInstrument Index List
Data Sheets-Major InstrumentsWiring Diagrams, as Required

Mechanical-HVAC

Legend/Definitions/General NotesHVAC Equipment Schedule
HVAC Details Sheet
HVAC Floor Plans–Admin/Laboratory and Maintenance BuildingHVAC Floor Plans – Electrical and Standby
Generator Building HVAC Floor Plans–Electrical Building 2
Heating and Ventilation Floor Plans–Headworks
Heating and Ventilation Floor Plans–Chemical Storage and Feed BuildingHVAC Floor Plans–Thickening Building
HVAC Floor Plans–Dewatering BuildingHVAC Floor Plans–Tertiary Filters
HVAC Roof Plans–Admin/Laboratory and Maintenance BuildingHVAC Roof Plans – Electrical and Standby
Generator Building HVAC Roof Plans–Electrical Building 2
Ventilation / Exhaust Roof Plans–Headworks
Ventilation / Exhaust Roof Plans–Chemical Storage and Feed BuildingHVAC Roof Plans–Thickening Building
HVAC Roof Plans–Dewatering BuildingHVAC Roof Plans–Tertiary Filters
HVAC Air Flow Diagrams and Sequence of Operation–Admin/Laboratory and Maintenance Building
HVAC Air Flow Diagrams and Sequence of Operation – Electrical and Standby Generator Building
HVAC Air Flow Diagrams and Sequence of Operation–Electrical Building 2
Ventilation / Exhaust Air Flow Diagrams and Sequence of Operation–Headworks
Ventilation / Exhaust Air Flow Diagrams and Sequence of Operation–Chemical Storage and Feed
Building HVAC Air Flow Diagrams and Sequence of Operation–Thickening Building
HVAC Air Flow Diagrams and Sequence of Operation–Dewatering Building
HVAC Air Flow Diagrams and Sequence of Operation – Tertiary Filters Sections and Details

Mechanical-Plumbing

Legend/Definitions/General Notes
Plumbing Fixture Schedule–Faucets, Sinks, Toilets, Eye Wash Stations and Water HeatersPlumbing Details Sheet
Domestic Waste and Vent (DWV) Plans–Admin/Laboratory and Maintenance BuildingDomestic Waste and Vent (DWV) Plans–Headworks
Domestic Waste and Vent (DWV) Plans – Chemical Storage and Feed Building Domestic Waste and Vent (DWV) Plans

– Thickening Building
Domestic Waste and Vent (DWV) Plans – Dewatering Building Domestic Waste and Vent (DWV) Plans – Tertiary Filters
Domestic Water (DW) Plans – Admin/Laboratory and Maintenance Building Domestic Water (DW) Plans – Headworks
Domestic Water (DW) Plans – Chemical Storage and Feed Building Domestic Water (DW) Plans – Thickening Building
Domestic Water (DW) Plans – Dewatering Building Domestic Water (DW) Plans – Tertiary Filters
DWV and DW Isometrics – Admin/Laboratory and Maintenance Building DWV and DW Isometrics – Headworks
DWV and DW Isometrics – Chemical Storage and Feed Building DWV and DW Isometrics – Thickening Building
DWV and DW Isometrics – Dewatering Building DWV and DW Isometrics – Tertiary Filters

Mechanical-Fire Protection
Fire Alarm Plans – Admin/Laboratory and Maintenance Building Fire Alarm Plans – Electrical and Standby Generator Building Fire Alarm Plans – Electrical Building 2
Fire Alarm Plans – Headworks
Fire Alarm Plans – Chemical Storage and Feed Building Fire Alarm Plans – Thickening Building
Fire Alarm Plans – Dewatering Building Fire Alarm Plans – Tertiary Filters

Electrical
Legend/Definitions/General Notes
One Line Diagrams – SWGR-1
One Line Diagrams – SWGR-2
One Line Diagrams – SWGR-3
One Line Diagrams – MCC-1A
One Line Diagrams – MCC-1B
One Line Diagrams – MCC-2A
One Line Diagrams – MCC-2B
One Line Diagrams – Future MCC-3A
One Line Diagrams – Future MCC-3B
Cable and Conduit Schedules
Panel Schedules Fixture Schedule
Site Power Plan – Underground
Power Plan – Admin/Laboratory and Maintenance Building
Power Plan – Electrical and Standby Generator Building
Power Plan – Electrical Building 2
Power Plan – Headworks
Power Plan – Chemical Storage and Feed Building
Power Plan – Thickening Building
Power Plan – Dewatering Building Power Plan – Tertiary Filters
Power Plan – Process Bioreactor
Roof Power Plan – Admin/Laboratory and Maintenance Building
Roof Power Plan – Headworks
Roof Power Plan – Chemical Storage and Feed
Building Lighting Plan – Admin/Laboratory and Maintenance
Building Lighting Plan – Electrical and Standby Generator
Building Lighting Plan – Electrical Building 2
Lighting Plan – Headworks
Lighting Plan – Thickening Building
Lighting Plan – Dewatering Building
Lighting Plan – Tertiary Filters
Lighting Plan – Process Bioreactor

Cable Tray Plan – Electrical and Standby Generator Building
Cable Tray Plan – Electrical Building 2
Cable Tray Plan – Headworks
Cable Tray Plan – Process Bioreactor
Cable Tray Plan – Bioreactor
Cable Tray Plan – Site
Grounding Plans – All Buildings
Grounding Plans – Exterior Process
Grounding Plans – Site
Special Systems Plan – Fire Alarm, Security, Communications, Data – Admin/Laboratory and Maintenance Building
Special Systems Plan – Fire Alarm, Security, Communications, Data – Electrical and Standby Generator Building
Special Systems Plan – Fire Alarm, Security, Communications, Data – Electrical Building 2
Special Systems Plan – Fire Alarm, Security, Communications, Data – Headworks
Special Systems Plan – Fire Alarm, Security, Communications, Data – Chemical Storage and Feed Building
Power and Lighting Plan – EQ Tanks
Power and Lighting Plan – Secondary Clarifiers
Power and Lighting Plan – Aerated Sludge Holding Tanks
Power and Lighting Plan – Odor Control Facility
Power and Lighting Plan – Septage Receiving
Power and Lighting Plan – Plant Water Pump Station
Power and Lighting Plan – Equalization Pump Station
Power and Lighting Plan – Blowers
Power and Lighting Plan – UV Disinfection Facility
Power and Lighting Plan – RAS/WAS Pump Station
Power and Lighting Plan – Influent Pump Station
Power and Lighting Plan – Post Aeration Facility
Power and Lighting Plan – Drain Pump Stations
Power and Lighting Plan – Parshall Flume
Lighting Plan – Road and Site
Lighting Plans – Exterior Process: Influent Junction Box, Effluent Splitter Box, etc.

Specifications:

The listed specifications are for the project and are not necessarily specific to Phase 1. Specifications will be issued at various levels of completion for IFC and/or review:

Specification #	Title
GENERAL REQUIREMENTS	
011000	SUMMARY
013000	ADMINISTRATIVE REQUIREMENTS
013050	DESIGN PROCEDURES AND SUBSTANTIATION REQUIREMENTS
014000	QUALITY REQUIREMENTS
014100	REGULATORY REQUIREMENTS
015000	TEMPORARY FACILITIES AND CONTROLS
015713	TEMPORARY EROSION AND SEDIMENT CONTROL
CIVIL	

00950	MEASUREMENT & PAYMENT (TOWN FUNDED PROJECTS)
02200	EARTHWORK
02275	TRENCHING, BACKFILLING AND COMPACTION OF UTILITIES
02400	CURB & GUTTER, DRIVEWAYS & SIDEWALKS
02510	WATER DISTRIBUTION
02530	SANITARY SEWER
02630	STORM DRAINAGE
02740	BASE COURSE AND PAVING
02920	SEEDING, SODDING AND GROUNDCOVER
STRUCTURAL	
032000	CONCRETE REINFORCEMENT
033000	CAST IN PLACE CONCRETE - NON-BUILDING
033005	CAST IN PLACE CONCRETE - BUILDING
036000	GROUTING
050110	STRUCTURAL STEEL
051000	STRUCTURAL METAL FRAMING
053100	STEEL DECK
054000	COLD FORMED FRAMING
055000	METAL FABRICATIONS
ARCHITECTURAL	
040120	MASONRY CLEANING
042000	UNIT MASONRY
055000	METAL FABRICATIONS
061053	MISCELLANEOUS ROUGH CARPENTRY
064023	INTERIOR ARCHITECTURAL WOODWORK
066510	SOLID SURFACE FABRICATIONS
071900	WATER REPELLENTS
072100	THERMAL INSULATION
072700	AIR BARRIERS
072726	FLUID-APPLIED MEMBRANE AIR BARRIERS
074000	METAL ROOF AND SIDING PANELS
075423	THERMOPLASTIC-POLYOLEFIN (TP0) ROOFING (ATTACHMENT FM ROOFING CHECKLIST)
076200	SHEET METAL FLASHING AND TRIM
077100	ROOF SPECIALTIES
077200	ROOF ACCESSORIES
077253	SNOW GUARDS
079200	JOINT SEALANTS
081113	HOLLOW METAL DOORS AND FRAMES
081416	FLUSH WOOD DOORS
083323	OVERHEAD COILING DOORS
083613	SECTIONAL DOORS
084113	ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS
087100	DOOR HARDWARE

088000	GLAZING
088300	MIRRORS
089116	OPERABLE WALL LOUVERS
089119	LOUVERS
092216	NON-STRUCTURAL METAL FRAMING
092900	GYPSUM BOARD
093000	TILING
095113	ACOUSTICAL PANEL CEILINGS
096513	RESILIENT BASE
096813	TILE CARPETING
099123	INTERIOR PAINTING
099600	HIGH PERFORMANCE COATINGS
101400	SIGNAGE
102113.17	PHENOLIC-CORE TOILET COMPARTMENTS
102600	WALL AND DOOR PROTECTION
102800	TOILET, BATH, AND LAUNDRY ACCESSORIES
104413	FIRE EXTINGUISHER CABINETS
104416	FIRE EXTINGUISHERS
105113	METAL LOCKERS
115313	LABORATORY FUME HOODS
122113	HORIZONTAL LOUVER BLINDS
123553.13	METAL LABORATORY CASEWORK
133419	METAL BUILDING SYSTEMS
PROCESS AND PIPING	
220553	IDENTIFICATION FOR PIPING AND EQUIPMENT
221329	SANITARY SEWAGE PUMPS (I.E. INFLUENT, RAS, WAS, EQ. PUMPS, EQ. RECYCLE PUMPS, BIOREACTOR RECYCLE PUMPS, SURFACE WASTING PUMPS, SCUM PUMPS, ETC.)
400519	LIQUID PROCESS PIPING
400559	WASTEWATER GATES
400563	VALVES (I.E. WATER, WASTEWATER, AIR)
404113	PROCESS PIPING HEAT TRACING
404213	PROCESS PIPING INSULATION
404223	PROCESS EQUIPMENT INSULATION
404500	PARSHALL FLUME AND COMPOSITE SAMPLER
412213	BRIDGE CRANES
443000	ODOR CONTROL SYSTEMS
433300	CHEMICAL FEED AN STORAGE SYSTEMS
462100	MECHANICALLY CLEANED BAR SCREEN
462130	PLANT WATER SYSTEM (REUSE)
462183	SEPTAGE RECEIVING EQUIPMENT
462300	GRIT REMOVAL AND HANDLING EQUIPMENT
462366	GRIT STORAGE CONTAINERS
464100	MIXING EQUIPMENT

464300	CLARIFIER EQUIPMENT
465100	AIR AND GAS DIFFUSION EQUIPMENT (I.E. BLOWERS AND DIFFUSERS FOR BIOREACTORS AND SLUDGE HOLDING TANKS)
466100	FILTRATION EQUIPMENT
466656	ULTRAVIOLET EQUIPMENT
467133	ROTARY DRUM THICKENING EQUIPMENT
467627	SCREW PRESS EQUIPMENT
INSTRUMENTATION & CONTROLS	
406000	CONTROL AND INSTRUMENTATION GENERAL REQUIREMENTS
406001	STANDARD CONTROL IMPLEMENTATIONS - ELEMENT DEFINITIONS
406802	STANDARD CONTROL STRATEGIES AND GENERAL CONTROL REQUIREMENTS
406101	CONTROL WIRING
406102	CONTROLS RACEWAYS AND CABLE TRAYS
406121	CONTROLS COMMISSIONING
406301	SCADA SYSTEM
406302	PLC PROGRAMMING
406303	OPERATOR WORKSTATION CONFIGURATION
406716	CONTROL PANELS
406717	CONTROL PANEL PLC & NETWORK SWITCH COMPONENT SPECIFICATION
406718	MCC, STARTER, AND VARIABLE FREQUENCY DRIVE CONTROL INTERFACE REQUIREMENTS
406801	CONTROL INTERLOCK AND LOGIC DESCRIPTIONS
406802	MISCELLANEOUS CONTROL AND MONITORING
406803	DUTY/STANDBY GROUP FUNCTIONAL DEFINITION
406804	EQUIPMENT MAINTENANCE MONITORING
406805	SCADA SEQUENCE DEFINITIONS
407000	INSTRUMENTATION
407010	CONTROLS INDEX
MECHANICAL HVAC	
230548	VIBRATION CONTROLS FOR HVAC
230553	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT
230593	TESTING ADJUSTING AND BALANCING FOR HVAC
230713	DUCT INSULATION
233133	METAL DUCTS
233300	AIR DUCT ACCESSORIES
233346	FLEXIBLE DUCTS
233423	HVAC POWER VENTILATORS
233600	AIR TERMINAL UNITS
233713	AIR DIFFUSERS
233714	REGISTERS AND GRILLES
233723	HIGH GRAVITY VENTILATORS
237416	PACKAGED ROOFTOP UNIT
237423	PACKAGED, OUTDOOR, HEATING ONLY MAKEUP AIR UNITS
MECHANICAL PLUMBING	
220517	SLEEVES AND SLEAVE SEALS FOR PLUMBING PIPING

220518	ESCUTCHEONS FOR PLUMBING PIPING
220523.12	BALL VALVES FOR PLUMBING PIPING
220523.14	CHECK VALVES FOR PLUMBING PIPING
220523.15	GATE VALVES FOR PLUMBING PIPING
220529	HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT
220553	IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT
220719	PLUMBING PIPING INSULATION
221116	DOMESTIC WATER PIPING
221119	DOMESTIC WATER PIPING SPECIALTIES
221123.13	DOMESTIC WATER PACKAGED BOOSTER PUMPS
221316	SANITARY WASTE AND VENT PIPING
221319	SANITARY WASTE PIPING SPECIALTIES
FIRE PROTECTION	
210900	FIRE PROTECTION SYSTEMS
ELECTRICAL	
260500	COMMON WORK RESULTS FOR ELEC
24119.19	MINOR ELECTRICAL DEMOLITION
260519	LOW-VOLTAGE WIRE, CABLE, AND ACCESSORIES
260526	GROUNDING AND BONDING
260528	HANGERS AND SUPPORTS
260533.13	CONDUITS FOR ELEC SYSTEMS
260533.23	BOXES FOR ELECTRICAL SYSTEMS
260533.16	SURFACE RACEWAY
260533.19	WIREWAYS AND FITTINGS
260536	CABLE TRAYS AND FITTINGS
260548	VIBRATION ISOLATION & SEISMIC RESTRAINTS
260553	ELECTRICAL IDENTIFICATION
260563	ACCEPTANCE ELECTRICAL TESTING
260573	POWER SYSTEM STUDIES
260503	EQUIPMENT WIRING CONNECTIONS
260923	LIGHTING CONTROL DEVICES
262200	LOW-VOLTAGE TRANSFORMERS
262300	LOW-VOLTAGE SWITCHGEAR
262416	PANELBOARDS
262419	MOTOR CONTROL CENTERS
262726	WIRING DEVICES
262816.19	LOW-VOLTAGE ENCLOSED CIRCUIT BREAKERS
262816.13	LOW-VOLTAGE ENCLOSED SWITCHES
262913	ENCLOSED CONTROLLERS
262923.16	VARIABLE-FREQUENCY MOTOR CONTROLLERS FOR INDUSTRIAL APPLICATIONS
263213.13	DIESEL ELECTRIC GENERATORS
263323	CENTRAL BATTERY EQUIPMENT
263353	STATIC UNINTERRUPTIBLE POWER SUPPLY

264113	LIGHTNING PROTECTION
264313	SURGE PROTECTIVE DEVICE FOR LOW VOLTAGE POWER CIRCUITS
265100	INTERIOR LIGHTING
265600	EXTERIOR LIGHTING
271023	FIBER OPTIC CABLING
283100	FIRE DETECTION AND ALARM SYSTEMS
337119	ELECTRICAL UNDERGROUND DUCTS AND MANHOLES

DECISION REQUEST			
Project Name	Neuse River WRF – Project Execution Approach Change		
Decision Request Number	WRF-0035	**Request Date:** **Decision by Date:**	August 4, 2021 August 6, 2021
Description of Request	Gannett Fleming indicated nineteen early work packages need to be bid out prior to setting a GMP at 60% design by December 6, 2021, therefore requiring an additional twelve early work packages be brought forward to maintain the schedule. This request is to amend the original contract agreement to modify the original project execution approach, pulling forward the Gannett Fleming full design scope of services, allowing for multiple early work package procurement with guaranteed maximum pricings (GMP) (up to 4), and extend the final GMP to the 90% project design milestone.		
Options Considered	A range of options have been considered regarding approach to completing design of the Neuse River WRF and developing GMP for its construction. See Attachment A.		

REQUESTED ACTION

Gannett Fleming requests direction on how to proceed with completion of design and preparation of GMPs for the project.

DECISION RECOMMENDATION

It is recommended to amend the DBIA Contract 545 agreement to allow for additional early work packages to be bid out with each package having a GMP as part of Phase 1 services. At this time HDR does not agree or disagree that the Design-Builder must bring the twelve additional early work packages forward because no significant proof by the Design-Builder has been provided to confirm or deny this request, reference Attachment B for email correspondence between the Town and Design-Builder on this matter. Therefore, it is recommended to allow the contract to provide this flexibility if needed, which HDR anticipates some additional early work packages are warranted.

It is also recommended to amend the DBIA Contract 545 agreement to pay for 100% design services in Phase 1 since early work packages require additional design and the Town's intent from the start of the project was to have Gannett Fleming serve as the designer of record.

Basis of Decision:

HDR reviewed GF's schedule updated on July 23, 2021 and costs pertaining to moving twelve additional early work packages forward. HDR reviewed GF's correspondence with Core & Main on the delivery of ductile iron pipes and fittings from August 27, 2021. See Attachment B for correspondence between GF and Core & Main.

DECISION REQUEST		
Amend DBIA contract per Attachment C – Contract Amendment No. 1.		
FORM SUBMITTED BY	**FORM COMPLETED BY**	
Craig Crowther/Gannett Fleming	**Steve Brown/HDR**	
(name/firm)	(name/firm)	
REVIEWED BY		
Adam Sharpe/HDR, Pgm. Director		8/31/21
(name)	(signature)	(date)
APPROVED BY		
Rich Cappola, Interim Town Manager/Town of Clayton		8/31/21
(name)	(signature)	(date)

Referenced Additional Details:

Gannett Fleming, Memorandum of Market Conditions Requiring Change to Planned Procurement Approach (August 2021).

Attachment A

Original Project Execution Approach and Contract:

1. Procure Design-Builder
2. Set aggressive design schedule to 60% design by October 1, 2021 and develop GMP by December 6, 2021 (6 months from notice to proceed). Procure the following seven early work packages without an early GMP:
    a. Sitework
    b. Concrete structures – foundations and tanks
    c. Early underground piping packages for concrete structures
    d. Blowers
    e. MCCs
    f. Clarifier mechanism
    g. Aeration Distribution in tanks
3. Town pays for 60% design and early procurement phase services, if GMP was not negotiated, Town could off-ramp and have Gannett Fleming continue with 60 – 100% design.
4. If a GMP was negotiated, Design-Builder executes early work packages, designs from 60 – 100%, and meets overall project schedule end date of October 30, 2023

General Description of Current Challenges:

1. The design schedule is very aggressive and HDR and Gannett Fleming have found multiple errors and gaps in the basis of design report. Correcting these errors and closing the gaps have created challenges maintaining the design schedule.
2. Due to pandemic causing current production and delivery of materials issues, Design-Builder has requested to pull forward multiple early work packages to meet project schedule. The following is a list of the additional twelve work packages Design-Builder requested:
    a. Commissioning
    b. Clarifier Mechanisms
    c. Generators
    d. Grit Removal
    e. UV
    f. Screens
    g. Odor Control Equipment
    h. Mixers and Platforms
    i. RDTs
    j. Screw Presses
    k. Screw Conveyors
    l. Pumps
3. Pulling forward work requires an earlier commitment and increased funds to execute early work packages. This early commitment poses a greater risk to the Town of having a greater amount of funds committed prior to having a final GMP, and as a result, the Town could be faced with the project being over budget at the final GMP.
    a) However, earlier commitment of the additional work packages could maintain schedule, reduce, the total construction cost, and provide greater confidence in the final GMP since more work has been bid out and design has had time to progress beyond 60%. Maintaining the current contract approach poses the same risk of being over budget but poses a greater risk of not meeting the schedule, and not being able to negotiate a GMP.
    b) Reference options with pros/cons shared with the Town.

Options Reviewed by Town and OA:

Project Execution Options	Early Work Packages	GF Estimated Costs Prior to GMP	Risks	Pros	Cons
Approved by Town 60% GMP: December 2021	7	Encumbered: $27.5M Spent: $3.9M	• GMP may be over Town's budget	• Opportunity for cost to go down • Know maximum price early	• DB Can't meet schedule due to market conditions (unknown at award)
ALT 1 GF Requirement for schedule 60% GMP: December 2021 Increase WPs from 7 to 19	19	Encumbered: $40.7M Spent: $8.7M	• GMP may be over Town's budget • Spent ~$9M / Committed to $40.7M	• Meet original schedule • Opportunity for cost to go down (balance of plant will be bid out) • Know maximum price early • Earlier understanding if costs exceed budget	• Larger risk of GMP being over budget (inflated) • Larger risk if GMP is over budget (committed funds) • Decreased design quality
ALT 2 90% GMP: March 2021 6 Month Extension Original Contract WPs	7	Encumbered: $27.5M Spent: $3.9M	• GMP may be over Town's budget	• Improved design quality • Higher level of confidence in GMP (more hard bids)	• Did not meet original schedule • Less opportunity for costs to decrease
ALT 3 90% GMP: March 2021 No schedule extension Increase WPs from 7 to 19	19	Encumbered: $40.7M Spent: $8.7M	• GMP may be over Town's budget • Spent ~$9M / Committed to $40.7M	• Meet original schedule • Improved design quality • Higher level of confidence in GMP (more hard bids) • Earlier understanding if costs exceed budget	• Larger risk if GMP is over budget (committed funds) • Less opportunity for costs to decrease
ALT 4 60% GMP: December 2021 6-month construction ONLY ext. Increase WPs from 7 to 19	19	Encumbered: $40.7M Spent: $8.7M	• GMP may be over Town's budget • Spent ~$9M / Committed to $40.7M	• Opportunity for cost to go down (balance of plant will be bid out) • Know maximum price early • Better pricing than ALT 1 (less acceleration) • Earlier understanding if costs exceed budget	• Did not meet original schedule • Larger risk of GMP being over budget (inflated) • Larger risk if GMP is over budget (committed funds) • Decreased design quality
ALT 5 60% GMP: December 2021 6-month construction ONLY ext. Original Contract WPs	7	Encumbered: $27.5M Spent: $3.9M	• GMP may be over Town's budget	• Opportunity for cost to go down (balance of plant will be bid out) • Know maximum price early • Better pricing than ALT 1 (less acceleration)	• Did not meet original schedule • Less risk if GMP is over budget • Decreased design quality

Details on Pro/Cons 60% vs 90% Project Milestone for Final GMP:

GMP Date	Pros	Cons
60% GMP BOW December, 2021	1. Early maximum price cost 2. Ability to off-ramp, only paid for Phase 1 Services ~$1.3M • Pre-construction services - $220K • 60% design - $949K • Early equipment procurement – $92K • Additional geotechnical borings – $50K 3. Escalation risk (materials and labor prices) are shifted to Design-Builder, Design-Builder may require escalation clauses in Contract though	1. Design quality suffers due to accelerated design schedule and lack of time to review and make design decisions 2. Inflated GMP due to: • Inflated subcontractor pricing due to insufficient design to accurately price work • Inflated Design-Builder contingency to account for potential change orders from subcontractors • Inflated Design-Builder contingency for material and labor price escalation 3. Town staff will have little to no input in the design from 60 - 100%, reducing quality and eroding relationship with Design-Builder 4. Must be able to secure funding by GMP and pricing could be higher than anticipated at 30% target price = less price certainty
90% GMP BOW March, 2022	1. Increases price certainty by reducing inflated GMP and allows for a 60% cost estimate to be completed 2. Ability to off-ramp • Could finish design to 100%, bid project out • Procure different construction manager to deliver the construction 3. Allows the Town more time to secure funding (3 additional months) 4. Town maintains design input from 60 – 90% design, fostering a collaborative environment and improving design and construction quality 5. Early work packages would still maintain project schedule and design quality would improve, effectively still meeting the intent of having a 60% of the work designed and under construction	1. Greater exposure to escalation risk (materials and labor prices) in challenging market conditions 2. Off-ramping at 90% GMP has greater schedule impacts 3. Scope creep from Town's involvement = additional changes that could impact cost and schedule, but increase quality

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Attachments

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Gannett Fleming

Excellence Delivered ***As Promised***

ATTACHMENT A

August 25, 2021

Town of Clayton
PO Box 879
111 East Second Street
Clayton, NC 27528

Attn: Mr. Louis Duffie

Re: Funding Strategy Update

Dear Mr. Duffie:

The COVID-19 pandemic has created various supply issues from production limitations (manufacturing shutdowns and limited production schedules) to limitations on logistics (transportation shortages, import limitations, international shipping issues, and cost increases). These issues have created a significant amount of pricing and lead time volatility in the market. This volatility has a direct correlation to the materials and equipment that are essential to the construction of the Neuse River Water Reclamation Facility (NRWRF) Project. Gannett Fleming has worked with Town Staff to identify measures to hopefully mitigate the impact of this market volatility and continue progress towards a successful start to construction of the NRWRF. This heavily focuses on managing the uncertainty in cost associated with the procurement of construction materials and equipment. A targeted strategy has been developed to alter the original delivery plan for the NRWRF Project, and the purpose of this letter is to summarize the decisions that need to be made to implement these alterations to manage the risks associated with market volatility and achieve a executable construction schedule.

The purpose of this letter is to help summarize some of the decisions that have gone into moving the final GMP from 60% design documents to 90% design documents and for accelerating the procurement of the equipment and piping packages.

1. The original RFP approach was to develop the 60% design and then prepare a GMP. Along with this approach, the project had included early procurement of the following packages:
    a. Sitework
    b. Prestressed Concrete Tanks
    c. Concrete Structures
    d. Under Slab Piping
    e. Blowers
    f. MCCs
    g. Clarifiers
    h. Aeration Distribution

    We are recommending the project procure all the equipment early to help expedite and control the delivery. Prolonging the award of the equipment may allow manufacturing times to be increased and possibly create unforeseen project delays. Procurement of the equipment directly by GFPDC avoids a double mark-up as opposed to bidding the equipment in a subcontractor package.

GANNETT FLEMING PROJECT DEVELOPMENT CORP.
Suite 900, One Glenwood Avenue
Raleigh, NC 27603
Office: (919) 420-7660 Fax: (919) 999-3632
www.**gannettfleming**.com
F.E.I.N #23-2947721

2. As the design developed and preconstruction activities were taking place, it became evident that the delivery for ductile iron pipe has increased to 6 months after approval of shop drawings. The long lead time for the piping requires that an early order be placed to support the sequencing of work, rather than waiting for a subcontractor to procure the pipe after the 90% GMP package is approved. GFPDC is proposing to procure the yard piping early so that the material is available for installation when needed. Procurement of the ductile iron pipe directly by GFPDC avoids a double mark-up as opposed to bidding the equipment and pipe in a subcontractor package.
3. Depending on the materials of construction for the equipment, vendor quotations are valid for 5-30 days. Procurement of materials thru a subcontractor would add contingencies and increase the project's overall costs unnecessarily.
4. The development of a GMP on 90% design documents should result in a lower contingency rather than using 60% design documents and provide more competitive subcontractor pricing.

Please let know if additional information is needed.

Sincerely,
GANNETT FLEMMING PROJECT DEVELOPMENT CORP.



Craig E. Crowther, PE
Sr. Vice President

Attachment B

Zirkle, Drew

From: Crowther, Craig E. <ccrowther@GFNET.com>
Sent: Sunday, August 1, 2021 11:06 PM
To: H. Louis Duffie
Cc: prj-NewWRF; Peterson, Teresa L.; Broughton, David C.
Subject: RE: Additional Early Work Packages

CAUTION: [EXTERNAL] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Louis:

Good evening. The requirement for the additional packages to be pulled forward is based on the following: Time to bid and award, prepare the subcontracts and negotiate terms, generate/review shop drawings, manufacturing and delivery. The sequence/logic/lead times have been presented in the project schedule based on what we know today and the change order was presented when the ToC agreed to move the GMP date. The request is driven around having the equipment delivered to the site when it is needed or ahead of when it is needed. Fundamentally we need to control the project float upfront as opposed to equipment possibly being delayed and having accelerated installation costs on the backend of the project. Once the order is placed, we have control on when to receive it, but if we order late, we can only take the equipment when its delivered. A 3-5 month delay in ordering time sensitive equipment is not recommended and most likely will impact the project back end.

If the ToC elects not to take our recommendation to procure the equipment early, we will modify the schedule accordingly this week to procure after the GMP is approved. We also will need to resolve this week if the ToC is shifting the GMP from 60% to 90% design completion as this will also impact the award of the equipment.

Thanks,
Craig

Craig E. Crowther, PE
EPC Director, Sr. Vice President
Gannett Fleming Project Development Corp.
One Glenwood Avenue, Ste. 900, Raleigh, NC 27603
t 984.389.2372 | **c** 919.616.9911 | ccrowther@gfnet.com

From: H. Louis Duffie <lduffie@townofclaytonnc.org>
Sent: Thursday, July 29, 2021 2:03 PM
To: Crowther, Craig E. <ccrowther@GFNET.com>
Cc: prj-NewWRF <prj-NewWRF@townofclaytonnc.org>; Peterson, Teresa L. <tpeterson@GFNET.com>; Broughton, David C. <dbroughton@GFNET.com>
Subject: Additional Early Work Packages

[EXTERNAL EMAIL]: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Craig,

Based on the original signed contract it was our understanding that the below 7 early work packages would be bid out prior to setting a GMP by December 6, 2021.

Original 7 early work packages:

1. Early sitework
2. Concrete structures – foundations and tanks
3. Early underground piping packages for concrete structures
4. Blowers
5. MCCs
6. Clarifier mechanism
7. Aeration Distribution in tanks

It is our understanding that you are now proposing to bring the following additional 12 work packages forward:

1. Commissioning
2. Clarifier Mechanisms
3. Generators
4. Grit Removal
5. UV
6. Screens
7. Odor Control Equipment
8. Mixers and Platforms
9. RDTs
10. Screw Presses
11. Screw Conveyors
12. Pumps

We realize we have discussed these in our standing meetings, and understand the proposed approach and stated need to pull additional packages forward. Due to the significant costs associated with pulling the early packages forward in advance of the final GMP we need to gain a more detailed understanding of the justification for taking this approach. Please provide justification on why the additional work packages need to be brought forward prior to setting a GMP by December 6, 2021. Based on our review of the updated schedule on 07-23-2021, we cannot determine whether we agree or disagree that these packages need to be brought forward at this time to avoid construction schedule impacts. In addition, no documentation has been submitted showing what the lead times are for this equipment so that we can compare to the original submitted schedule.

Best,
Louis

Louis Duffie
Assistant Program Manager
Town of Clayton
919-695-1042
lduffie@townofclaytonnc.org

Attachment B

From: Crowther, Craig E.
To: Rich Cappola; Sharpe, Adam
Subject: FW: Delivery Times for Ductile Iron Pipe
Date: Monday, August 30, 2021 6:51:04 AM
Attachments: image002.png
A874831C85B84FFE85A836AA7B4E029A[522437].png
BC68CADE47B141BE9A68E5DAABA7D581[522438].png

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Rich and Adam:

FYI, Here is some feedback from Core and Main on the delivery of the ductile.

Thanks,
Craig

Craig E. Crowther, PE
EPC Director, Sr. Vice President
Gannett Fleming Project Development Corp.
One Glenwood Avenue, Ste. 900, Raleigh, NC 27603
t 984.389.2372 | **c** 919.616.9911 | ccrowther@gfnet.com

From: Jones, Jared <Jared.Jones@coreandmain.com>
Sent: Sunday, August 29, 2021 5:30 PM
To: Crowther, Craig E. <ccrowther@GFNET.com>
Cc: H. Louis Duffie <lduffie@townofclaytonnc.org>; Zirkle, Drew <Drew.Zirkle@hdrinc.com>; Pratt, Micheal <Micheal.Pratt@coreandmain.com>
Subject: RE: Delivery Times for Ductile Iron Pipe

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All,
Over the summer we have seen extended lead times from both import and domestic DI fitting manufacturers. This originally started with the import DI fitting manufacturers having long lead times, so as a source to get DI fittings to jobsite contractors have been turning to domestic DI fittings to pay the extra cost in order to get material sooner. Due to this scenario lead times on domestic (which is required on your project) are consistently 16-20 weeks. With this project having some fittings with special external coatings due to external corrosion concerns that adds to the lead time because the external coatings have to be applied to a bare fitting to get proper adhesion and protection. These fittings have to be manufactured from scratch at the 16-20 week lead time and then have the external coating applied. The external coating application process is taking about 3-4 weeks because those

same applicators also line Protecto 401 fittings and pipe.

In addition to the long lead times on DI fittings the piping side of the business has been experiencing long lead times as well. Since April of this year the DI pipe lead times from all three pipe manufacturers have been extending out longer each month. The latest lead times we have been seeing have been anywhere from 12 -20 weeks on standard material. With the special coated material I would be prepared to add that same 3-4 weeks on the pipe as I did for the fittings.

In regards to layout drawings, our current layout drawing lead time is running 3-4 weeks. Keep in mind that can change at any time, but right now our drafters are a little slower than normal.

These challenges do make the current supply chain issues different than normal and different from what end users are used to seeing. At Core & Main's Southeast Treatment Plant Group, we pride ourselves on the Project Management of our team. We are in touch with the supply chain issues and work to do our part to compare that with our Customer's construction schedule to help assist in meeting the construction schedule by utilizing proper planning.

Feel free to reach out to me for any additional details you would like to discuss in regards to lead time on these products and more. I hope we get the opportunity to work with this team on this project!

Thanks,
Jared Jones, Assoc. DBIA
SE Region Treatment Plant Group
Sales Representative
Mobile 205-572-8976
jared.jones@coreandmain.com





This message is for intended addressee(s) only and may contain confidential, proprietary or privileged information, exempt from disclosure, and subject to terms at: http://emailterms.coreandmain.com.

From: Crowther, Craig E.
Sent: Friday, August 27, 2021 10:00 AM
Subject: Delivery Times for Ductile Iron Pipe

CAUTION: External

Jared:

Good morning. The Town of Clayton would like for you to provide some input back on what you are seeing in the ductile iron pipe market for manufacturing and delivery after approved shop drawings. Based on our last discussion, we were allowing 110 days/22 weeks after shop drawing approval, taking into account the coatings we had for the pipe. If you can also elaborate on how the manufacturing times have been extending due to the demand that would be helpful. Can you also provide an estimated time frame for the development of shop drawings for both the D110 tanks and the yard piping order?

I have included the ToC and their representative HDR on the email. Please include both of them on the email response.

Louis and Drew: Here is the contact info for Jared if you would also like to call him:

Jared Jones, Assoc. DBIA
SE Region Treatment Plant Group
Sales Representative
Mobile 205-572-8976
jared.jones@coreandmain.com

Thanks for your help and let me know if you have any questions.

Craig

Craig E. Crowther, PE
EPC Director, Sr. Vice President
Gannett Fleming Project Development Corp.
One Glenwood Avenue, Ste. 900, Raleigh, NC 27603
t 984.389.2372 | **c** 919.616.9911 | ccrowther@gfnet.com

Town Council Agenda Cover Sheet

Meeting Date
September 7, 2021

Agenda Location
New Business

Item Title
Interlocal Agreement for Fire Protection

Presenter
Lee Barbee, Fire Chief

Summary/Description
The fire service agreements are updated every two years. This update is for July 1, 2021 to June 30, 2023. This agreement is for providing fire protection services to the Claytex Fire Protection Service District. Included in the agreement are appendixes for Automatic Aid, Medical Services and Rescue Services.

Requested Action
Approval/Denial

Funding Source (If Applicable):
Claytex Fire Tax

Cost: **N/A** **Yes** ☒ **No** ☐

Additional Documents to be Included in Agenda Packet
See additional email attachments

Meeting Timeline
Click or tap here to enter text.

From: Lee Barbee
To: Kevin Hubbard
Cc: Rich Cappola; Matt Sutphin
Subject: Rescue Services
Date: Monday, August 23, 2021 8:45:00 AM

Kevin,

As a follow up from our meeting last week, can you provide me with a list of any amount budgeted for each fire department providing any rescue services? I would like to be prepared to respond if ask by our Fire Department Advisory Board or the Town Council.

Thanks,

Lee Barbee
Fire Chief
Interim Deputy Manager
Town of Clayton
919-553-1755 office
919-422-3021 mobile

From: Kevin Hubbard
To: Lee Barbee
Subject: Information
Date: Tuesday, August 24, 2021 12:16:28 PM

Be Advised: This email originated from outside of the Town of Clayton's network. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Chief Barbee,

Here is the information you requested...

2021-2022 Proposed Rescue Operations

Princeton $4,500 ($1,500 for Dive, Swift Water, & Surface Water NCAREMS certifications)

Clayton $ 7,500 ($1,500 for Swift Water, Surface Water, Confined Space, High Angle, & Trench NCAREMS certifications)

2021-2022 Adopted Rescue Operations

Princeton $9,000 ($3,000 per the 3 NCAREMS certifications)
Clayton $ 15,000 ($3,000 per the 5 NCAREMS certifications)

Also the annual First Responder supplement was increased by $500 from $6,000 to $6,500 per FR department.

The First Responder pay per call was increased by $20,000 from $140,000 to $160,000

Kevin Hubbard
Director

JOHNSTON COUNTY EMERGENCY SERVICES
Email: khubbard@jocoes.com
Phone: (919) 989-5050 ext. 5831
Mail: PO Box 530, Smithfield, NC 27577
Web: https://www.johnstonnc.com/es

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Kevin Hubbard
Emergency Services Director

Main Office Phone: (919) 989-5050 | Fax: (919) 989-5052

May 10, 2021

Town of Clayton Fire Department
325 W Horne St
Clayton, NC 27520

Dear Chief Barbee:

There have been no changes to our fire service contract for contract dates July 1, 2021 to June 30, 2023. **The current contract will expire on June 30, 2021, coinciding with the execution of this new contract.**

Enclosed, you will find two copies of your 2021-2023 fire contract for your department's approval signatures. Please examine this document and notify me immediately if there are any questions or discrepancies. The following actions are required of your agency

1. Sign Page 8 of the contract document as designated for approval (two signatures).
2. **Return the signed documents to our office by June 25, 2021**.

Once approved with all signatures, one of the original signed documents will be returned to you. Again, if you have any questions, please do not hesitate to call me.

Sincerely,

Adam R. Stanley

Adam R. Stanley
Fire Division Chief/Fire Marshal

Enclosures

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Emergency Services Director

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NORTH CAROLINA
JOHNSTON COUNTY

INTERLOCAL AGREEMENT FOR PROVISION OF FIRE PROTECTION SERVICES

This Agreement (sometimes referred to as "Contract"), made and entered into this the first day of July, 2021, by and between County of Johnston, a political subdivision of the State of North Carolina, hereinafter referred to as the "County," and the **Town of Clayton**, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "Town" or "Contractor";

WHEREAS, the Town and the County are authorized pursuant to N.C. General Statute § 160A-460, *et seq*., to enter into an interlocal agreement; and

WHEREAS, the Town and the County wish to enter into such an agreement by which the County will assess and collect a special fire tax and the Town will provide certain fire protection services as described herein.

Now therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the parties hereto contract and agree as follows:

1) The County agrees that it will cause to be assessed or levied a special fire tax within statutory limits after consultation with the Town; and will collect said fire tax on an ad valorem basis on property within the **Claytex** Fire Protection Service District (hereinafter the "District").

2) The Town, after consultation with the Fire District Tax Commission for the District, shall submit in writing to the Johnston County Fire Marshal a proposed budget and the requested rate of fire tax to be levied by the established deadline each year. This request shall be forwarded to the Johnston County Manager and the Johnston County Board of Commissioners for consideration by the Johnston County Board of Commissioners. The Johnston County Board of Commissioners will determine and approve, in its discretion, the amount to be assessed or levied, taking into consideration the needs of the citizens of the District and the budget projections submitted by the Town and the recommendations of the Fire District Tax Commission.

3) "Fire Department" as used herein refers to the Town, acting by and through its Fire Department.

4) Funds collected by the County as a result of said special fire tax shall be distributed in accordance with the rate of fire tax levied per hundred dollars valuation of all real property and personal property in the District and the provisions established by the Johnston County Finance Office.

5) Fire Protection Service District (N.C. General Statute 153A-301) funds levied and collected by the County and paid to the Fire Department by the County shall be used exclusively for fire department operations to provide fire protection and emergency services in the District, whether within or outside the Town's corporate boundaries, and other areas of response as dispatched and to meet the standards established by this Agreement.

6) The Fire Department will furnish fire protection and related emergency services pursuant to the standards set forth by the North Carolina Department of Insurance, County, and all other

pertinent federal, state, and local laws and regulations within the Fire District (sometimes referred to herein as "primary service area") and shall provide the necessary equipment, personnel, and those things necessary for furnishing such protection in the District. The District is defined in the map of the Fire Protection Service District on record with the Clerk to the Johnston County Board of Commissioners and in the GIS/Land Records Management of Johnston County. The services shall be in accordance with minimum standards set forth in this Agreement and all future amendments adopted in accordance with paragraph 18 of this Agreement. The Fire Department shall furnish said fire protection without charge to all persons and property located in the District in an efficient and competent manner. This provision shall not prohibit the Fire Department from recouping costs and expenses from incidents or from entering into contracts with the Federal, State, or local governments or utility companies for the provision of emergency protection services for a fee, or from applying for and/or receiving any donations, grants, or contributions of any kind, whether governmental or private.

7) Fire Department agrees that County has the right to inspect all books and accounts of Fire Department at any time. Said inspection shall be conducted by the Johnston County Board of Commissioners through the Johnston County Fire Marshal, the Johnston County Finance Officer, or other designees of the Johnston County Board of Commissioners. The Fire Department shall furnish all applicable materials and financial statements for the purpose of the annual audit conducted by the Town in conformity with General Accepted Accounting Principles or other comprehensive basis of accounting. The Town shall follow the applicable statutory procedures for letting of public contracts for fire apparatus, equipment, and construction as may be amended by the North Carolina Legislature from time to time. Fire Department shall maintain an accurate inventory of any property with a purchase price of $5,000.00 or greater purchased in whole or in part with County Fire District funds for the purpose of providing and furnishing fire protection services to the Fire District pursuant to this Agreement.

8) If any condition of this Agreement is not being fulfilled by Fire Department to the satisfaction of County, in County's sole discretion, the Johnston County Finance Officer has the right to withhold any and all funds to be paid to Fire Department under this Agreement at any time and until such time as the Fire Department complies with the terms of this Agreement. If Fire Department refuses or fails to provide fire protection services, facilities, or functions as contemplated under this Agreement and to the sole satisfaction of County, the Johnston County Fire Marshal shall investigate the cause of said refusal or failure. During the investigation by the Johnston County Fire Marshal, County may withhold any and all funds due and payable to Fire Department. If the investigation by the Johnston County Fire Marshal determines that Fire Department has refused or failed to perform the duties and obligations of it as required herein, and certifies the results of the investigation to the County Manager, the County Manager may instruct the Finance Officer to withhold any and all funds to be aid to Fire Department under this Agreement until a resolution regarding the refusal or failure to perform is reached by the parties. If a resolution is unable to be reached by the parties, County, in its sole discretion, may withhold nay and all funds to be paid to Fire Department under this Agreement, terminate this Agreement for cause, or take any other such action as County deems necessary to protect the citizens of the District. Fire Department's failure to file reports required of it to any Federal, State, or local authority shall be grounds for County to terminate this Agreement with Fire Department for cause. If this Agreement is terminated by County for cause, Fire Department shall be liable to County for any and all funds appropriated and paid to Fire Department during the fiscal year in which the

JOHNSTON COUNTY
EMERGENCY SERVICES

Kevin Hubbard
Emergency Services Director

120 S. Third Street | PO Box 530 | Smithfield, NC 27577

Main Office Phone: (919) 989-5050 | Fax: (919) 989-5052

termination occurs. Additionally, Fire Department shall not be relieved of its obligations to County under paragraph (7) of this Agreement. Nothing herein shall affect Fire Department's ultimate rights to payments, or County's responsibility for payments, as outlined herein for services actually rendered by Fire Department prior to the effective date of any termination. Nothing herein shall prevent County and Fire Department, in the event of a termination of this Agreement for any reason, from entering into an agreement to provide services beyond the effective date of any such termination.

9) The Fire Department shall obtain and keep in force during the term of this contract the following minimum insurance coverage:

   a. Worker's Compensation: Coverage for all paid and volunteer workers meeting the statutory requirements of the State of North Carolina;
   b. Comprehensive General Liability, Malpractice, and Errors and Omissions: Coverage with minimum limits of $1,000,000.00 per occurrence, $1,000,000.00 aggregate combined single minimum for bodily injury liability and property damage liability;
   c. Business Auto Policy: Coverage with minimum limits of $1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired, and non-owned vehicles and employee non-ownership.
   d. Management or Directors and Officers Liability: Coverage with minimum limits of $1,000,000.00 per claim and $2,000,000.00 aggregate.
   e. Umbrella Liability: Coverage with a minimum limit of $1,000,000.00 with underlying coverage of auto liability, general liability, employer's liability, and $1,000,000.00 aggregate.
   f. County as an Additional Insured: County of Johnston shall be named as an additional insured on all policies of insurance required hereunder. Fire Department shall furnish County a certificate of insurance annually.
   g. Indemnity Agreement: Fire Department shall and hereby agrees to indemnify and save harmless County, from any and all liability and expenses, including attorney's fees, court costs, and other costs incurred by County caused by the negligent acts or omissions of Fire Department, its volunteers, agents and employees.
   h. Nothing contained herein shall be construed as a waiver of immunity by the County.

10) The Fire Department shall provide services within the District (N.C. General Statute 153A-233) and maintain a minimum of a 9S/E rating or better with the North Carolina Department of Insurance, Office of State Fire Marshal. The Fire Department, shall continuously comply with all applicable laws, ordinances, and State regulations. Fire Department shall submit to the Johnston County Fire Marshal a written plan outlining how it will maintain or upgrade its current insurance rating when requested by the Johnston County Fire Marshal.

11) The Fire Department shall use reporting software supplied by Johnston County. The following information is required to be reported in the reporting software to be used for compiling reports: 1. Incident; 2. Staff; 3. Hydrants Testing and Maintenance; 4. Training. Fire Incident Reports shall be completed, utilizing the software provided by County, by the 10th day of the month showing completion of the reports for the previous month. The Fire Department shall keep all reports and records on site at Contractor's principal place of business for at least five years from the creation date. All mandatory State and County reports and rosters shall be submitted to the appropriate authority by the requested deadline.

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12) The Fire Department shall provide annually to the Johnston County Fire Marshal's Office a current and complete roster of members of the Fire Department to include contact numbers for the Chief and Assistant Chief(s).

13) The Fire Department agrees to provide automatic and mutual aid services to other emergency services providers in Johnston County. The Fire Department understands that other agencies will maintain their own liability policies and be responsible for their own expenses. The Fire Department further agrees that it will be responsible for its own expenses while responding to a request for mutual aid to another agency within the county. The current automatic aid agreement is included in Appendix A of this contract.

    In areas where the fire district has been extended to six miles, the Fire Department agrees to maintain agreements with adjoining districts to respond with a minimum of one apparatus capable of transporting a minimum of 1,000 gallons of water to all alarms involving reported structure fires. This apparatus will be dispatched simultaneously with the department within whose district the incident occurs.

14) The following minimal performance standards are agreed upon by the County, Town, and the Fire Department and are part of this contract:

    a. The Fire Department shall comply with the procedures for radio communications and established protocols for the dispatch of emergencies as defined by the Johnston County Communications Center Protocols.

    b. The Fire Department officer in charge at all fire scenes shall attempt to determine the origin and cause of every fire. When the officer in charge cannot determine the origin and cause of the fire, or if the cause is suspected to be of an incendiary nature, the officer in charge shall request assistance from the Johnston County Fire Marshal's Division.

    c. The Fire Department shall keep all records on site for minimum period of five (5) years. These records include all those "Records and Documents" required to be maintained in order to meet and/or retain 9S classification, as published in that memo entitled "Requirements to Meet the 9S Rating for Initial Certification/Re-Inspection of Fire Departments in North Carolina," or any superseding memorandum or directive, published by the Office of the State Fire Marshal. All State and County required reports and rosters shall be submitted by the requested deadlines.

    d. The Fire Department shall adopt a standard operating guideline that addresses the number of firefighters required on all types of fire calls. A current, valid copy of the Contractor's guideline shall be kept on file with the Johnston County Fire Marshal. The Fire Department shall place at least four (4) personnel on the scene to operate at least one (1) pumper on all structure fire calls.

    e. The Fire Department shall have the minimum standard training requirements, as established by the State of North Carolina, for providing fire, rescue, and emergency management services. The Fire Department shall maintain training levels in accordance with National Incident Management System (NIMS) directives.

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f. The Fire Department shall participate in at least two (2) or more county wide mutual aid trainings each year.

g. The Fire Department shall develop a pre-fire incident survey and update it annually for all commercial buildings within the Fire Protection Service District. Facilities that should be given priority are those buildings displaying NFPA 704 placards, as well as hazardous, institutional, and assembly occupancies. The Fire Department agrees to cooperate with local fire code enforcement officials to determine hazards and occupancies. Upon request, the Johnston County Fire Marshal or his designee shall assist the Fire Department in developing pre-fire incident surveys for buildings within the Johnston County Fire Marshal's fire code enforcement service area.

h. If pressurized fire hydrants are located within the fire district, the Fire Department shall adhere to the guidelines established by the Johnston County Public Utilities Department for the flowing of hydrants. The Fire Department shall immediately report any malfunctions or damage to hydrants to the entity owning the water system. The Fire Department shall conduct fire hydrant testing and maintenance on not less than an annual basis. Testing shall ensure that every wet and dry fire hydrant in the Fire Protection Service District is flushed and checked for accessibility, functionality, visibility, and operation. Records of fire hydrant tests and maintenance conducted by the Fire Department shall be completed and maintained in compliance with the North Carolina Rating System.

i. The Fire Department shall follow the Johnston County Emergency Operations Plan when responding to an emergency or disaster.

j. During a declared State of Emergency affecting the County, the Fire Department shall assist, within the limits of its personnel and equipment and capabilities and with deference to its primary service area, to the extent possible with the following services: 1) Debris removal from roadways; 2) Traffic Control; 3) Alert and notification; 4) Search and rescue; 5) Evacuation; and 6) other life saving and property protection measures as necessary. Request for additional assistance outside the primary service area shall be directed to the Fire Chief or designee. All operations shall be in accordance with the Johnston County Emergency Operations Plan.

k. The Fire Department should have a public fire/life safety education program or similar activities for, at a minimum, educating persons regarding life safety from fire.

l. When determining the need and location of additional facilities (fire stations, etc.), the Fire Department shall participate in a planning process involving the County Fire Marshal which evaluates, at a minimum, the needs of the department, the effects on property owners, the effects on insurance grading, and the impacts on adjoining fire districts.

m. Each Fire Department may elect to voluntarily participate in certain services. Each department that provides these services shall be contracted or franchised for the operation of such service, pursuant to the rules set forth by the Johnston County Board of Commissioners. If the Fire Department has chosen to participate in any of these programs, the agreements can be found as Appendices of this contract:

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120 S. Third Street | PO Box 530 | Smithfield, NC 27577
Kevin Hubbard
Emergency Services Director
Main Office Phone: (919) 989-5050 | Fax: (919) 989-5052

SERVICE	APPENDIX #
Aid Agreement for Fire Protection	A
Medical Services	B
Rescue Services	C
Cardiac Arrest Assistance Agreement	

15) This agreement shall become effective the first day of July 2021, and remain in effect for a period not to exceed two years, subject to the continued legal existence of the District and the Fire Department, and further subject to the termination provisions of paragraph 8 and 17 hereof.

16) This agreement may not be transferred or assigned by the Town, nor may the services contracted for herein be sub-contracted to other parties unless approved by the Johnston County Board of Commissioners.

17) This contract may be terminated by either party upon advance notification to the other party by certified mail at least sixty (60) days prior to termination.

18) Either party may propose an amendment to this agreement by submitting the amendment in writing at least sixty (60) days in advance of the amendment's proposed effective date. Amendments to this agreement must be approved by both the County and the Town prior to becoming effective.

19) If any part of this Contract is for any reason held invalid or unconstitutional by any court of competent jurisdiction, that part shall be deemed a separate, distinct and independent provision, and the holding shall not affect the validity of the remaining portions of this Contract.

20) This contract is not intended to serve for the benefit of any third party. The rights and obligations contained herein belong exclusively to the entities that are parties hereto and no third party shall rely upon anything contained herein as a benefit to that third party.

21) The terms and provisions herein contained constitute the entire agreement by and between the County and the Town and shall supersede all previous communications, representations, or agreements, either oral or written between the parties hereto with respect to the subject matter hereof.

22) RELATIONSHIP OF THE PARTIES. The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained in this contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever; or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the party of the Fire Department to the County that may arise under the law or under the terms of this Agreement.

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23) IRAN DIVESTMENT AND DIVESTMENT FROM COMPANIES BOYCOTTING ISRAEL. By signing this agreement Contractor certifies that as of the date of execution they are not listed on the Final Divestment List created by the NC Office of State Treasurer pursuant to NCGS 147 Article 6E, Iran Divestment Act, Iran Divestment Act Certification. Contractor shall not utilize any subcontractor that is identified on the Final Divestment List. Any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than $1,000 with any company or business that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.

24) E-VERIFY. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

25) NOTICES: All notices or other communications which shall be made pursuant hereto shall be in writing and shall be deemed to be given and received (a) when hand delivered to the address stated below, (b) three (3) days after being mailed to the address stated below, postage prepaid by certified or registered mail of the United States, return receipt requested to the address set forth below:

TO FIRE DEPARTMENT:
Town of Clayton Fire Department
Post Office Box 879
Clayton, NC 27520
Attn: Fire Chief

TO COUNTY:
Johnston County Emergency Services
Post Office Box 530 (mail)
120 S. Third Street (physical)
Smithfield, North Carolina 27577
Attn: Johnston County Fire Marshal

With copy to:
County of Johnston
Post Office Box 1049 (mail)
Courthouse 206-B
207 E. Johnston Street (physical)
Smithfield, North Carolina 27577
Attn: County Attorney

26) Either party to this Contract may change its designated person or designated address at any time and from time to time by giving notice of such change to the other party in the manner set forth above.

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by the Chairman of the Board of County Commissioners and attested by the Clerk to the Board of County Commissioners, and Town of Clayton has caused this instrument to be signed in its name by its Mayor, attested by its Clerk, all by the authorization of their respective Boards duly given.

JOHNSTON COUNTY
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Emergency Services Director

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Johnston County Board of County Commissioners

By: _____
Chairman: Chad M. Stewart

Attest:

_____
Clerk

Town of Clayton
By: _____
Mayor

Attest:

_____
Clerk

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____
J. Chad McLamb, Finance Officer

AID AGREEMENT FOR FIRE PROTECTION

NORTH CAROLINA

JOHNSTON COUNTY

This Aid Agreement for Fire Protection ("Agreement") is made and entered into this the 1st day of November, 2014 by and between the Town of Benson, Town of Clayton, Town of Selma, Town of Smithfield, and Town of Zebulon, all municipal corporations and the 50-210 Community Fire Department, Inc., Antioch Fire Department, Incorporated, Archer Lodge Volunteer Fire Department, Inc., Bentonville Volunteer Fire Department, Inc., Bethany Rural Fire Department of Johnston County, Inc., Blackman's Crossroads Volunteer Fire Department, Inc., Brogden Rural Fire Department, Inc., Cleveland Fire Department, Incorporated, Corinth-Holder Volunteer Fire Department, Inc., Elevation Fire Department, Incorporated, Four Oaks Volunteer Fire Department, Inc., Garner Volunteer Fire/Rescue Incorporated, Kenly Volunteer Fire Department, Inc., Meadow Volunteer Fire Department, Inc., Micro Volunteer Fire Department, Inc., Nahunta Volunteer Fire Department, Inc., Newton Grove Fire & Rescue, Inc., Oakland Volunteer Fire Department, Inc., Pine Level Volunteer Fire Department, Inc., Princeton Volunteer Fire Department, Incorporated, Strickland Crossroads Fire Department, Incorporated, Thanksgiving Fire Department, Incorporated, West Johnston Fire Department, Incorporated, Wilson's Mills Fire and Rescue Department, all corporations existing under the laws of the State of North Carolina.

WITNESSETH:

THAT, WHEREAS, the General Assembly of North Carolina did enact into law an act to authorize mutual aid assistance between fire departments whereby full authority may be exercised for fire departments to send firefighters and apparatus beyond the territorial limits which they normally serve, said act having be codified as Section 58-83-1 of the General Statutes of North Carolina;

WHEREAS, the purpose of this agreement is to provide each of the parties hereto, through their mutual cooperation, a pre-determined plan by which each of them might render aid to the other in case of conflagration, holocaust, civil disorder, natural disaster, or other emergency, any of which demand fire services to a degree beyond the existing capabilities of either party;

AID AGREEMENT FOR FIRE PROTECTION

WHEREAS, it is deemed to be in the public interest for parties hereto to enter into an agreement for aid assistance in fire protection and in order to increase fire defenses and to assure proper fire control, as well as providing reserves needed to assure the community of adequate fire protection;

WHEREAS, by action of the governing bodies creating and supporting aforesaid fire departments, this agreement for mutual and reciprocal aid assistance was duly authorized;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and between and among the parties hereto, it is hereby agreed as follows:

1) Should it become necessary to activate the terms of this agreement as herein set forth, due to conflagration, holocaust, civil disorder, natural disaster, or other emergency, the Chief of either Fire Department shall have the implicit authority, upon notification of one of the parties to the other that such an emergency does, in fact, exist and that aid is needed, to order available apparatus, equipment and manpower into action to assist the requesting party as may be required.

2) It shall be the responsibility of the chief of the fire department of the responding party to ensure that all personnel responding to the request for assistance are responsible persons and that the conduct and actions of said personnel shall be the responsibility of the party sending assistance.

3) Each party to this agreement shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The party responding shall also assume all liability and responsibility for any damage caused by its own apparatus while responding to or returning from a specific location.

4) The party responding under the terms of this agreement shall assume no responsibility or liability for property damaged or destroyed at the actual scene of any disorder, holocaust, conflagration, natural disaster, or other emergency due to firefighter and rescue operations, fire control tactics and strategy or other operations as may be required or ordered; said liability and responsibility shall rest solely with the party requesting such aid and within whose boundaries the property shall exist, or the incident occur.

5) The party who requests aid shall in no way be deemed liable or responsible for the personal property of the members of the fire department of the responding party which may be lost, stolen or damaged while performing their duties under the response terms herein.

6) Each party to this agreement shall assume all costs of salaries, wages, bonuses or other compensation for its own personnel that responds for duty under the terms of this agreement and shall assume all costs involving the use of apparatus, equipment, tools used specifically in response to the request for aid and shall make no charge for such use to the party requesting assistance; however, any special extinguishing agents used by the responding party from its own supply shall be paid for by the party requesting the aid upon receipt of an itemized statement of costs for such extinguishing agents.

7) Upon receipt of a request for assistance by the officer of the fire department from the requesting party, and upon a determination by the officer of the fire department of the responding party that the request be honored without impairing the capacity to provide fire protection within its own jurisdiction, the officer of the responding fire department may take such steps as necessary to furnish apparatus, manpower and assistance to the requesting party as he/she deems appropriate. Such response shall remain solely the decision of the officer of the fire department of the responding party. Neither party to this agreement shall be bound to dispatch apparatus, equipment or personnel to the assistance of the other but every effort should be made to furnish such assistance if, in the judgment of the officer of the fire department of either party, such dispatch would not impose upon his/her own respective community a serious impairment to the fire defenses and fire protection.

8) The fire chief, officer-in-charge, or incident commander of the fire department in whose community or fire district where the emergency exists shall in all instances be in command of the emergency as to the aspects of strategy, fire control tactics and overall direction of the operations.

9) Either party may, at any time, terminate this agreement, through its respective fire chief, upon the serving of a thirty-day written notice to the fire chief of the other party.

10) When fire department personnel are sent to respond to a request for aid pursuant to this agreement, the jurisdiction, authority, rights, privileges and immunities, including coverage under worker's compensation laws, which they have in their normal service area shall be also enjoyed by them outside their normal service area when said personnel are acting within the scope of their authority or in the course of their employment and pursuant to the terms of this agreement until

completion of the entire incident, it being the intent of this agreement to preserve all authority, rights, privileges and immunities to the full extent allowed by N.C. Gen. Stat. § 58-83-1.

11) When any party contained in this agreement is providing automatic aid to another party, it is agreed to respond with a minimum of one piece of fire apparatus capable of carrying a minimum of 1,000 gallons of water.

IN WITNESS WHEREOF, the municipal corporation have caused this instrument to be signed in its corporate name by its Mayors, attested by its Town Clerks and its corporate seal affixed, and, the corporations, have likewise caused this instrument to be signed in its corporate name by its President, attested by its secretary and its corporate seal affixed, all on the day and year first above written, and this agreement is executed in duplicate.

Town of Clayton

Mayor

ATTEST:

Clerk

JOHNSTON COUNTY
EMERGENCY SERVICES

120 S. Third Street | PO Box 530 | Smithfield, NC 27577

Kevin Hubbard,
Emergency Services Director

Main Office Phone: (919) 989-5050 | Fax: (919) 989-5052

APPENDIX B

NORTH CAROLINA
JOHNSTON COUNTY

FIRE DEPARTMENT MEDICAL RESPONDER AGREEMENT

WHEREAS, Johnston County and all emergency medical providers desire to promote better medical care for its constituency; and,

WHEREAS, that in cases of severe life-threatening illness and/or trauma, the intervention of trained personnel at the earliest possible time can greatly enhance the chances of recovery by the victim; and,

WHEREAS, Fire Departments agreeing to participate in the Fire Department Based Medical First Response Program have been approved by the Johnston County Emergency Services Department for that purpose;

THEREFORE, let it be resolved that ***Clayton Fire Department – Town of Clayton*** agrees to become a participating party in the Johnston County Fire Department Based Medical First Response Program and that the following provisions and conditions will be in force and that the parties to this understanding agree to abide by the following:

A. The Fire Department will organize and maintain a medical responder unit that will comply with the applicable terms of the Johnston County Emergency Services EMS Division Fire Department Based Medical First Response Program Guidelines.
B. The Fire Department will operate at the Johnston County First Responder, NC EMR or NC EMT certification level, as approved by the Johnston County EMS System per the Johnston County Emergency Services EMS Division Fire Department Based Medical First Response Program Guidelines.
C. The Fire Department will properly document all relevant incident information into the provided Johnston County Records Management software.

This Agreement will be in effect from _____ until such time as either party terminates the agreement upon sixty (60) days written notice to withdraw.

Executed this the _____ day of _____, 20____.

_____
DIRECTOR
JOHNSTON CO. EMERGENCY SERVICES

_____
PRESIDENT/MAYOR/MANAGER/CHIEF
FIRE DEPARTMENT

JOHNSTON COUNTY
EMERGENCY SERVICES
120 S. Third Street | PO Box 530 | Smithfield, NC 27577
Kevin Hubbard
Emergency Services Director
Main Office Phone: (919) 989-5050 | Fax: (919) 989-5052

APPENDIX C

NORTH CAROLINA
JOHNSTON COUNTY

RESCUE SERVICES AGREEMENT

WHEREAS, Johnston County and the Johnston County Fire Departments desire to provide and promote the highest level of emergency services possible for Johnston County; and,

WHEREAS, the Fire Department is currently under contract with Johnston County to provide fire protection and emergency services and is a participant in the Johnston County Mutual Aid Agreement; and,

WHEREAS, the Fire Department voluntarily agrees to accept additional emergency duties for its designated geographic area; and,

NOW THEREFORE, let it be resolved that ***Clayton Fire Department - Town of Clayton*** agrees to become a participating party in the program(s) indicated below:

[X] EXTRICATION SERVICES PROVIDER
[ ] LIGHT RESCUE PROVIDER (as outlined by N.C. Assoc. of Rescue and EMS)
[ ] MEDIUM RESCUE PROVIDER (as outlined by N.C. Assoc. of Rescue and EMS)
[X] HEAVY RESCUE PROVIDER (as outlined by N.C. Assoc. of Rescue and EMS)
[ ] WATER RESCUE – DIVE RESCUE PROVIDER (as outlined by N.C. Assoc. of Rescue and EMS)
[X] WATER RESCUE – OPEN WATER (STILL WATER) RESCUE PROVIDER (as outlined by N.C. Assoc. of Rescue and EMS)

[X] Confined Space Rescue (as outlined by N.C. Assoc. of Rescue and EMS)
[X] High Angle Rescue (as outlined by N.C. Assoc. of Rescue and EMS)
[X] Trench Rescue (as outlined by N.C. Assoc. of Rescue and EMS)

AND THEREFORE, let it be resolved that the following provisions and conditions will be in force and that the parties to this understanding agree to abide by the following:

A. The Fire Department will maintain the necessary equipment to provide the service(s) indicated above.
B. The Fire Department will ensure that members involved are properly trained to provide the services(s) indicated above.
C. The Fire Department will be available for response twenty-four hours daily to the extent possible, realizing that the number of responders may be limited.

This Agreement will be in effect from _____ until such time as either party terminates the agreement upon sixty (60) days written notice to withdraw.

Executed this the _____ day of _____, 20____.

_____
DIRECTOR
JOHNSTON CO. EMERGENCY SERVICES

_____
PRESIDENT/MAYOR/MANAGER/CHIEF
FIRE DEPARTMENT

JOHNSTON COUNTY
EMERGENCY SERVICES

120 S. Third Street | PO Box 530 | Smithfield, NC 27577

Kevin Hubbard,
Emergency Services Director

Main Office Phone: (919) 989-5050 | Fax: (919) 989-5052

NORTH CAROLINA JOHNSTON COUNTY

CARDIAC ARREST ASSISTANCE AGREEMENT

WHEREAS, Johnston County and all emergency service providers desire to promote better care for its constituency; and,

WHEREAS, that in cases of cardiac arrest, the intervention of trained personnel at the earliest possible time can greatly enhance the chances of recovery by the victim; and,

WHEREAS, the Fire Department is currently under contract with Johnston County to provide fire protection and emergency services and is a participant in the Johnston County Mutual Aid Agreement; and,

WHEREAS, the Fire Department voluntarily agrees to accept additional emergency duties for its designated geographic area; and,

NOW THEREFORE, let it be resolved that ***Clayton Fire Department – Town of Clayton*** agrees to be dispatched to and to provide personnel for assistance with management of cardiac arrest emergencies.

AND THEREFORE, let it be resolved that the following provisions and conditions will be in force and that the parties to this understanding agree to abide by the following:

A. The Fire Department will maintain the necessary equipment to provide this service.

B. The Fire Department will ensure that members involved are properly trained and certified to provide this service, specifically including certification in providing cardio-pulmonary resuscitation.

C. The Fire Department will be available for response twenty-four hours daily to the extent possible, realizing that the number of responders may be limited.

D. The Fire Department will properly document all relevant incident information into the provided Johnston County Records Management software.

This Agreement will be in effect from _____ until such time as either party terminates the agreement upon sixty (60) days written notice to withdraw.

Executed this the _____ day of _____, 20____.

_____
DIRECTOR
JOHNSTON CO. EMERGENCY SERVICES

_____
PRESIDENT/MAYOR/MANAGER/CHIEF
FIRE DEPARTMENT