



**Town of Clayton
Regular Town Council Meeting Agenda
Monday, October 5, 2020 @ 6:00 PM**

THE TOWN OF CLAYTON WILL FOLLOW GUIDELINES FROM THE CENTERS FOR DISEASE CONTROL AND THE NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES WITH REGARD TO SOCIAL DISTANCING.

BELOW PLEASE FIND CHANGES TO THE COUNCIL MEETING FORMAT:

THE OCTOBER 5, 2020 TOWN COUNCIL MEETING WILL BE HELD IN PERSON.

ANY MEMBER OF THE PUBLIC THAT WISHES TO ADDRESS THE COUNCIL, MAY DO SO IN PERSON, HOWEVER YOU ARE ASKED TO CONTACT THE TOWN CLERK IN ADVANCE OF THE MEETING.

IF YOU DO NOT WISH TO ATTEND THE MEETING IN PERSON BUT DO WISH TO SHARE ANY PUBLIC COMMENT WITH THE COUNCIL, PLEASE FORWARD YOUR COMMENT(S) TO THE TOWN CLERK NO LATER THAN NOON THE DAY OF THE MEETING. PLEASE INCLUDE YOUR NAME AND ADDRESS. PUBLIC COMMENT(S) RECEIVED WILL BE READ INTO THE RECORD BY THE TOWN CLERK. EMAIL: KMOFFETT@TOWNOFCLAYTONNC.ORG

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.

We will have a separate entrance door and separate exit door.

Entrance will be main door on Horne Street.

Exit will be rear door facing Horne Street in the council chambers.

Any member of the public attending will be asked to wait in the lobby until item they wish to address is ready for discussion.

Lobby will be set to encourage social distancing.

Chairs will be at least 6' from each other.

We will have TWO staff members attending the meeting(s) to ensure smooth transition with those attending the meeting.

One person will serve as LOBBY staff and the other will serve as CHAMBER staff.

The meeting will be shown on the monitor in the lobby. (YouTube)

All council or board members will be socially distanced in the council chambers and wearing face masks.*

Staff will be socially distanced and seated 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

- September 21, 2020 - Regular Session

[September 21 2020 DRAFT MINUTES](#)

4. ADMINISTRATIVE ITEMS

- ### **a. Town of Clayton 2021 Holiday Schedule**
- Presenter:* Kimberly Moffett, Town Clerk
[Resolution](#)

POTENTIAL ACTION: Adopt Resolution #2020-35

- ### **b. 2021 Schedule Town Council Meetings**
- Presenter:* Kimberly Moffett, Town Clerk
[Resolution](#)

POTENTIAL ACTION: Adoption of Resolution #2020-36

- ### **c. Interlocal Agreement - EDA Grant for ECIA Infrastructure Project**
- Presenter:* Rich Cappola, Deputy Town Manager
[Cover](#)

[Interlocal Agreement](#)

POTENTIAL ACTION: Approval of Agreement

5. INTRODUCTIONS AND SPECIAL PRESENTATIONS

- a. Public Power Week Proclamation
Presenter: Jody McLeod, Mayor
[Proclamation](#)
- b. Recognition of Robert Yarborough Work with Novo DAPI Project
Presenters: Rich Cappola, Deputy Town Manager & Shaylah Nunn Jones, Government & Public Affairs - Novo Nordisk
[Recognition](#)
- c. Proclamation in Recognition of Archer Lodge and Cleveland Fire Departments
Presenter: Jody McLeod, Mayor
[Proclamation](#)

6. PUBLIC HEARINGS

7. OLD BUSINESS

- a. Horne Street Parking Lot Award Bid
Presenter: Joshua Baird, Town Engineer
[Cover](#)
[Bid Tab](#)
[Resolution](#)

POTENTIAL ACTION: Adoption of Resolution #2020-37

- b. Bulky Waste Contract Update
Presenter: Blake Mills, Asst. Public Services Director
[Cover](#)
[Bulky Waste Cost Proposal](#)

POTENTIAL ACTION: Approval of Bulky Waste Amendment to All Star Contract

- c. Fire Department Ladder Truck Finance Agreement
Presenter: Robert McKie, Finance Director
[Cover](#)
[Freedom Financial Financing Proposal](#)
[Resolution](#)

POTENTIAL ACTION: Adoption of Resolution #2020-38

8. NEW BUSINESS

- a. Purchase Order Carryover Budget Ordinances
Presenter: Robert McKie, Finance Director
[Cover](#)
[Carryover POs](#)
[Ordinance - Electric Fund](#)
[Ordinance - General Fund](#)

Ordinance - Water & Sewer

POTENTIAL ACTION: Adoption of Ordinances #2020-10-01 #2020-10-02 & #2020-10-03

- b. Project Goodwill Budget Ordinance
Presenter: Patrick Pierce, Economic Development Director
[Cover](#)
[PROPOSAL Stewart - JCCC Master Plan coordination rev1](#)
[PROPOSAL Stewart Project Goodwill Clayton rev1](#)
[Ordinance](#)

POTENTIAL ACTION: Adoption of Ordinance #2020-10-04

- c. Utilities Conversion (Buried Electric Lines)
Presenter: Dale Medlin, Electric Department Director
[Cover](#)

POTENTIAL ACTION: None - Informational Only

- d. COVID - Town Facilities Opening Plan Update
Presenter: JD Solomon, Interim Town Manager

POTENTIAL ACTION: None - Informational Only

- e. Mowing Contract Update
Presenter: Steve Blasko, Public Services Operation Manager
[Cover](#)

POTENTIAL ACTION: Authorize Execution of Contract

9. STAFF REPORTS

- a. Town Manager
- Public Meeting Update
 - Water Reclamation Update
- b. Town Attorney
- c. Town Clerk
- d. Other Staff
- Library Update
Presenter: Joy Garretson, Library Director
 - LAPP Update
Presenter: Joshua Baird, Town Engineer
 - Stormwater Update
Presenter: Joshua Baird
 - Water Tank Update
Presenter: Rich Cappola, Deputy Town Manager

[Cover - Library Update](#)

10. OTHER BUSINESS

- a. **Informal Discussion & Public Comment**
- b. **Council Comments**

11. 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, September 21, 2020 @ 6:00 PM
Council Chambers**

COUNCIL PRESENT:

Mayor McLeod
Mayor Pro Tem Thompson
Council Member Grannis
Council Member Holder
Council Member Bunn
Council Member Everett

STAFF PRESENT:

JD Solomon, Interim Town Manager
Nancy Medlin, Deputy Town Manager
Rich Cappola, Deputy Town Manager
Katherine Ross, Town Attorney
Kimberly Moffett, Town Clerk
Joshua Baird, Town Engineer
Stacy Beard, Communications Director
Scott Barnard, Parks & Recreation Director
Samantha Wullenwaber, Planning Director
Lee Barbee, Fire Chief
Robert McKie, Finance Director
Blake Mills, Assistant Director of Public Services
Steve Blasko, Public Works Operations Manager

COUNCIL ABSENT:

1 CALL TO ORDER

Pledge of Allegiance and Invocation

- a) Mayor McLeod called the meeting to order at 6:02 p.m. He led everyone in the Pledge of Allegiance as well as offering the 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) Budget Amendment - Assistant Program Manager
- b) DRAFT Minutes
 - September 8, 2020 - Regular Session

ACTION: Adoption of Consent Agenda as Presented

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

4 ADMINISTRATIVE ITEMS

5 INTRODUCTIONS AND SPECIAL PRESENTATIONS

6 PUBLIC HEARINGS

- a) 2020-23-ANX - Shoppes at Glen Laurel - Annexation
Presenter: Haley Hogg, Senior Planner

Ms. Wullenwaber was present and stated this request is to annex 10.4652 acres to receive Town services. The property is currently in the Town's ETJ and is zoned Residential-Estate (R-E). This annexation request is running alongside a proposed rezoning to Planned Development Mixed Use (PD-MU). The property is located off Glen Laurel Road.

There were no questions for staff

This was noted as a public hearing. There was no one who wished to speak. The hearing was closed and turned over to council for their deliberation.

ACTION: Adoption of Ordinance #2020-09-05

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

- b) 2020-115-ANX - West End - Annexation
Presenter: Haley Hogg, Senior Planner

Ms. Wullenwaber stated this request is for a strip mall including two separate buildings, annexing 1.701 acres of land to use town services. The parcel is currently in the Town's EJ and is zoned Highway-Business (B-3). This will be a contiguous annexation.

There were no questions for staff.

This was noted as a public hearing. No one wished to speak and this item was turned over to council for their deliberation.

ACTION: Adoption of Ordinance #2020-09-06

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

c) **Erosion Control Ordinance**
Presenter: Joshua Baird, Town Engineer

Mr. Baird was present and provided information regarding erosion and sedimentation. He shared photos of issues with erosion and sedimentation and stated the creation of this ordinance would help with these issues. He shared information about both State and Federal requirements. He shared information regarding a delegated local erosion and sedimentation program. Also provided was information regarding compliance audits associated with the local program. The History of the Town the Clayton and Johnston County was provided with regard to the erosion control program. He stated the Town has been administering programs since 2014. He addressed the benefits of bringing this program in house to include internal control of compliance, increased level of service, streamlined permit process for developers, healthy streams and clean roads. Details were shared outlining the process. It is hoped that this program will be implemented by January 1, 2021. He stated the proposed ordinance is based on state model and is substantially similar to Johnston County and other delegated jurisdictions. It meets all requirements of State and Federal levels. He outlined the next steps would be to adopt the ordinance, request formal delegation from SCC on November 5, 2002, Town council would adopt the fee schedule and additional policies with implementation effective date of January 1, 2021. He also shared information regarding fees and neighboring program fees.

Council Member Bunn confirmed that the fee scheduled would come back before council in the future and that the current fee schedule would be similar to Johnston County. Mr. Baird stated that was correct and explained the fees.

Council Member Grannis asked about the point of discharge and ditch/swale and whether they would be included in natural water course. Mr. Baird asked him what he was referring to. Council Member Grannis stated this information was #13 of the presented document. There was further discussion on this subject. Council Member Grannis asked about requirements on a development for a hydrology report. Mr. Baird shared details about intent of this item. Mr. Solomon stated this is related to the construction phase step. Council Member Grannis asked about the item on Page 12, timeline of decisions, he asked if Mr. Baird was comfortable with the timeline. Mr. Baird stated he understood concern, however, it is standard. Ms. Ross stated that was brought up to the state and the response brought back was that it would not be changed. Mr. Solomon stated Johnston County is currently doing this and so with us now handling this in-house, we would have control of the 30 days. Mr. Baird stated there would be a series of inspections completed.

This was noted as a public hearing, no one wished to speak and the hearing was closed and turned over to council for their deliberation.

ACTION: Adoption of Ordinance #2020-09-07

Motion: Mayor Pro Tem Thompson

Second: Council Member Grannis

Vote: Unanimous

7 OLD BUSINESS

- a) Fire Department Ladder Truck
Presenter: Lee Barbee, Fire Chief

Chief Barbee was present and shared details about this need for a ladder truck. This ladder truck has been a need since 1997. He stated previous conversations included purchase of a used ladder truck and that has been deferred. The fire department has tried to compensate for the lack of the ladder truck. Clayton Fire Department was instrumental in having sprinkler systems provided in apartments before it was required. He shared details about the numerous fires over the years when a ladder truck was instrumental. He stated we have had to borrow ladder trucks from neighboring departments. He spoke about safety and response improvements along with insurance improvements. He stated that changes have been made regarding insurance credit and mutual agreements, and we will no longer receive credit on insurance without having our own ladder truck. Chief Barbee spoke about the many buildings in Clayton that require a ladder truck. He stated we are at a crossroads for future development and growth makes it a necessity to have a ladder truck in the department. Prices were included in the agenda packet and he stated pricing is \$1,792,242 which would be good until September 30, 2020. Included were two options, financing with a pre-pay discount of \$49,000 and payments would begin 12 months after that or the other option would be not to pre-pay, pay full amount and payments would only begin after delivery. The timeline to build the truck is approximately 12-18 months.

Mayor McLeod asked what the savings would be if it were to be completed by September 30, 2020. He stated if we did not go with the discount, we are looking at roughly \$62,000 savings. If we took the financing option through Financial Freedom, with the pre-pay, we would be saving roughly \$100,000. Mr. Solomon stated that Chief Barbee has his full support for the purchase. He stated that the decision tonight would be to approve the purchase but we would have a few weeks for a final decision regarding financing options.

Mr. McKie provided information regarding the Ordinance Amendment for 1.725 million. He stated the amendment issued is for full purchase price, second item is a reimbursement resolution through financing to replenish fund balance. There is not an approval requested regarding financing options this evening.

There were no further questions or comments.

ACTION: Adoption of Ordinance #2020-09-08

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

ACTION: Adoption of Resolution #2020-33

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

- b) Water Reclamation Update
Presenter: JD Solomon, Interim Town Manager

Mr. Solomon provided an update, stated advertising has been completed. He stated the easement acquisition is about to get underway in the next couple of weeks. The final EA, Environmental Assessment, has been submitted and is underway for review. A financial discussion meeting was held today about options and this is the largest project in the Town's history ever to be financed, about \$1.20 million dollars that will have to be financed. Mr. Solomon stated the 30% design is basically complete tomorrow would do the final page turn tomorrow. Within the month we will be ready to advertise the design-build constructor for the plant itself. A public hearing for this item will be held next month.

There were no questions or comments.

- c) Resolution in Support of Water Tank Funding
Presenter: Rich Cappola, Deputy Town Manager

Mr. Cappola provided details to apply for funding for an additional water tank storage. The funding round is due by the end of this month. Mr. Cappola stated the current is formally adopted as included in the Resolution confirming this project is a need. He stated a resolution is required by the state with the application.

ACTION: Adoption of Resolution #2020-34

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

- d) Parks & Recreation Bond Update
Presenter: Scott Barnard, Parks & Recreation Director

Mr. Barnard provided an update on the bond. He spoke about the design process. He stated he and Joshua Baird have been working with HH Architecture and McAdams on this project. Davenport has put together a model that shows the essential borrowing capacity, this will help Parks & Rec choose projects that will fit into the budget. Parks & Recreation Advisory Board will be serving as the steering committee for this project and will assist in prioritizing projects. Mr. Barnard stated he would be providing at least a quarterly update for council.

Council Member Grannis asked if the meeting on Monday would be virtual or in person. He stated it would be in person at 6:00 p.m.

Mayor Pro Tem Thompson offered his thanks for the good work that has been done. Mayor McLeod also offered his thanks for all that work that continued even though parks have been closed.

ACTION: None - Informational Only

8 NEW BUSINESS

- a) Budget Amendment Ordinance - Police Asset Forfeiture Funds
Presenter: Robert McKie, Finance Director

Mr. McKie provided details about this item and stated the Town had receive \$25,000 from federal government and the request is for \$19,500 for vehicle up fit and special enforcement team equipment. Mayor Pro Tem Thompson stated Chief Myhand's team has worked hard to receive this money, this money can only be used for law enforcement purposes and he has no problem approving this.

ACTION: Adoption of Ordinance #2020-09-09

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

9 STAFF REPORTS

- a) Town Manager

Mr. Solomon recognized Parks & Recreation for all the hard work in getting parks inspected, corrected and opened before Labor Day and as well as Stacy Beard for getting the information to the public. He spoke about Clayton Center and the live streaming and as well as grant monies. He stated Scotty Henley has used a great deal of creativity and prestige to get this going. He gave kudos to Scotty for getting such outstanding talent. He also recognized Joshua Baird & Byron Poelman for their great work in resolving recent water issues.

He discussed the financial end of the first fiscal quarter. The budget will be updated half way through. He discussed some of the challenges in projects such as the AMI project, General Fund Water System and the Parks & Recreation Bond Project. He stated additional information would be provided regarding the bulky waste situation. He spoke about the grass cutting on Highway 70. He stated we have switched vendors and we are moving to correct that. The sales tax revenues are up again and are the highest they have been in the history of the Town. He discussed public access to buildings and staff has been taking actions to prepare for when that occurs. He stated it may be 60-90 days but we will start slow and gradually build up but we would do it safely.

In regards to planning, the Planning Director Samantha Wullenwaber and her staff are working diligently on the 160D, the Comprehensive Plan, as well as the revisions to the UDO and normal ordinances. He is working closely with Rich Cappola and Samantha Wullenwaber on planning challenges.

He met with Robert McKie and Nancy Medlin in regards to finance. He stated we are growing and there are lots of changes with contracting process, procurement, etc. He stated he would start looking at internal opinions but we may look at bringing in third party for input.

He spoke about the Police Department and stated they are a fine department. There are growing pains and he would like to look at training and organization as well as overall operating. He stated we want a top end Police Department. He thinks it is important to bring in an outside party for feedback.

He stated he has looked at current health and safety policies as well as social media policies. These would all be looked at and moved forward.

He stated staff is very busy and has been great and many issues are being addressed.

b) Town Attorney

c) Town Clerk

d) Other Staff

- Bulky Waste Update

Presenters: Blake Mills, Asst. Public Services Director & Steve Blasko, Manager of Public Works Operation

- CAMPO LAPP Update

Presenter: Joshua Baird, Town Engineer

Mr. Mills provided history of bulky waste program. He stated we have seen a huge increase in bulky waste pick up and costs. He spoke about at the current rate and that we will surpass total budget amount by December of this year. He provided details of the increases over the past few months and it does not appear to be slowing down. He believes the increase is due to so many folks working from home and taking the opportunity to clean out their homes. A comparison was provided regarding surrounding towns and their bulky waste programs. Garner is very similar with the exception of how their contract is written. Mr. Solomon stated this information was received a couple of weeks ago and stated this is being addressed administratively. He wanted to ensure council was aware of what was taking place.

Council Member Grannis asked if Garner rates were higher and Mr. Mills stated they were slightly higher but bulky waste fees were included.

Mr. Baird provided an update regarding CAMPO LAPP update. He provided brief background on the Locally Administered Projects Program. He shared samples of LAPP projects. He shared details regarding the LAPP submittal process. Provided were details regarding staff working to date to include

potential projects that are LAPP eligible. He discussed the 3 staff recommendations which are Northern Connector (which he shared details about this project). The second is the Mountains to Sea Trail which needs Bridge Replacements. There are 3 existing wooden bridges that are near the end of life span and there is increased maintenance seen due to age. The plan is to construct 3 new steel span bridges. The cos would be \$1.4 million with a local match of \$280,000. This is not currently in CIP. The final project would be 42 East Greenway/Multi-use Path which spans from Front Street to Glen Laurel Road, this is an extension of the Mountain to Sea Trail located on the northwest side of Highway 42. The cost is approximately \$2 Million with a local match of \$400,000. He discussed the next steps which include pre-submittal meetings on September 24 with CAMPO. He would bring feedback to council and provide recommendation to town council and seek support for application submittal.

Council Member Grannis stated he felt these were 3 great projects and offered his thanks for the great job.

10 OTHER BUSINESS

a) Informal Discussion & Public Comment

Mayor McLeod asked Ms. Garretson to come to podium and asked for an update at Library. Ms. Garretson stated curb side customer service began in June and numbers increased by August. The library began accepting in person appointments in the beginning of September. She shared details about process. She stated it has been super positive and everyone is very excited to come in. She spoke about the amount of on line programs.

Resident Mr. Weiss was present and asked Council Member Grannis questions about his statement at the previous meeting regarding the town manager's contract. He stated he would like the entire contract made public to the town not just bits and pieces. Council Member Holder stated that he was not aware that the entire contract was not totally public. He further stated that the council is not trying to withhold information and the council wishes to move forward and do what is best for the Town of Clayton. Council Member Holder stated he was happy that we did have that clause in Mr. Lindsay's contract. Mr. Weiss spoke about repairing the bridges along the trail and had concerns about safety issues. He stated there is an odor coming out of the manholes along the trail and he wondered if it was normal for that type of odor. Mayor McLeod stated all manholes are sealed. Mr. Weiss stated that perhaps the traps just need to be cleaned. Mayor McLeod stated that staff has made a note and would look into that.

Resident from Rollingwood Subdivision was present and asked what items she was able to address. Mayor McLeod explained anything could be addressed. This citizen shared her personal experience and that several folks obtained information about her personal information including her social security number and they were able to steal \$60,000 from her. She stated to this date,

the Clayton Police Department have not assisted her and she feels it may be profiling. She requested additional police personnel and that additional training be provided to police. She further stated she did support the police, with the growth she felt additional training be done. She also stated she would like to see a Domestic Violence Unit be added to the Clayton Police Department.

Also addressed were concerns regarding the Rollingwood Subdivision. She shared that the road has been blocked by construction vehicles, and the vehicles have defaced the community by destroying trees and the ecosystem by increasing population with crammed residents who are now parking on street. She stated there are a number of people living in townhomes now walking their dogs in neighborhood. She has had to drive on neighbor's easements to get around large construction vehicle. She spoke about construction vehicles and their speed. She asked for speed bumps and signage that children are at play be installed.

Mayor McLeod thanked the citizen and stated her message has been well received.

b) Council Comments

Council Member Holder wanted to ensure with town employees that nothing is being done to put any of their jobs at risk and further the council appreciates all that employees do.

11 ADJOURNMENT

a) Adjourn the Meeting

ACTION: Motion to Adjourn at 7:47 p.m.

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

Duly adopted this the 5th day of October, 2020 while in regular session.

Jody L. McLeod
Mayor

ATTEST:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk

September 21, 2020
Minutes

TOWN OF CLAYTON**2021 HOLIDAY SCHEDULE**

WHEREAS, it is the policy of the Town of Clayton to follow the holiday schedule provided by the State of North Carolina for its employees; and

WHEREAS, the below 2021 Holiday Schedule was retrieved from the State of North Carolina website: Listed below are the holidays that will be observed by State employees during 2021.

2021 Holiday Schedule		
Holiday	Observance Date	Day of Week
New Year's Day	January 1, 2021	Friday
Martin Luther King Jr.'s Birthday	January 18, 2021	Monday
Good Friday	April 2, 2021	Friday
Memorial Day	May 31, 2021	Monday
Independence Day	July 5, 2021	Monday
Labor Day	September 6, 2021	Monday
Veteran's Day	November 11, 2021	Thursday
Thanksgiving	November 25 & 26, 2021	Thursday & Friday
Christmas	December 23, 24 & 27, 2021	Thursday, Friday & Monday

NOW, THEREFORE, BE IT RESOLVED that the Town Council of Clayton hereby adopts the 2021 Holiday Scheduled as presented.

Duly adopted this 5th day of October, 2020 while in regular session.

Jody McLeod
Mayor

ATTEST:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk

**TOWN OF CLAYTON
2021 TOWN COUNCIL MEETING SCHEDULE**

WHEREAS, the Clayton Town Council exists to conduct the business of the citizens; and

WHEREAS, the Clayton Town Council meetings are held the first and third Monday of the month at 6:00 p.m. in the Council Chambers at Town Hall, unless otherwise noted; and

WHEREAS, each meeting of the Clayton Town Council is open to the public, except as provided by NC G.S. 143-318.11; and

WHEREAS, the Clayton Town Council may amend the yearly meeting schedule in accordance with NC G.S. 143-318.12:

TOWN OF CLAYTON 2021 CALENDAR TOWN COUNCIL MEETINGS		
MONTH	MEETING #1	MEETING #2
January	January 4, 2021	January 19, 2021 (Tuesday)
February	February 1, 2021	February 15, 2021
March	March 1, 2021	March 15, 2021
April	April 5, 2021	April 19, 2021
May	May 3, 2021	May 17, 2021
June	June 7, 2021	June 21, 2021
July	July 19, 2021* There is only one meeting held during the month of July, 2021.	
August	August 2, 2021	August 16, 2021
September	September 7, 2021 (Tuesday)	September 20, 2021
October	October 4, 2021	October 18, 2021
November	November 1, 2021	November 15, 2021
December	December 6, 2021	December 20, 2021

NOW THEREFORE, BE IT RESOLVED that the Town Council of Clayton hereby adopts the 2021 Clayton Town Council Schedule as presented.

Duly adopted this 5th day of October, 2020 while in regular session.

Jody McLeod
Mayor

ATTEST:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk



Town Council Agenda Cover Sheet

Meeting Date

October 5, 2020

Agenda Location

Administrative

Item Title

Interlocal Agreement for Administration of EDA Grant for the ECIA Infrastructure Project

Presenter

Rich Cappola – Deputy Town Manager

Summary/Description

The Town and County have been awarded a \$6,000,000 grant from the United States Economic Development Administration (the “EDA”) to assist in the financing of the ECIA Infrastructure Project, (the “EDA Grant”). The Town is the Lead Recipient under the EDA Grant for the purpose of facilitating the administration of the award. This Interlocal Agreement is required by the EDA and sets forth the terms by which the Town and County will administer the EDA Grant as co-recipients. The Interlocal Agreement is on the County’s agenda for approval at their October 5th meeting.

Requested Action

Approval

Funding Source (If Applicable):

N/A

Cost: N/A Yes ☐ No ☒

Additional Documents to be Included in Agenda Packet

Interlocal Agreement

Meeting Timeline

5 min

Draft 10/1/20

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT, entered into this the ____ day of _____, 2020, by and between the Town of Clayton, North Carolina, a municipal corporation, organized and existing under the laws of the State of North Carolina (hereafter "Town") and Johnston County, a body politic organized and existing under the laws of the State of North Carolina (hereafter "County"). The Town and County are collectively the "Parties."

WITNESSETH

WHEREAS, under Article 20 of Chapter 160A of the North Carolina General Statutes, as amended (the "Interlocal Act"), municipalities and counties are authorized to enter into interlocal cooperation undertakings with other local governments for the joint exercise of any power, function, public enterprise, right, privilege, or immunity of local governments in North Carolina; and

WHEREAS, the East Clayton Industrial Area (the "ECIA") is served by sewer transmission mains that are owned, operated and maintained by the Town and County; and

WHEREAS, certain of the sewer transmission mains serving the ECIA must be improved to provide capacity, resiliency and redundancy to industries in the ECIA (the "ECIA Infrastructure Project"); and

WHEREAS, the United States Economic Development Administration (the "EDA") has awarded a \$6,000,000 grant to the Town and County, co-recipients, to assist in the financing of the ECIA Infrastructure Project, US Department of Commerce award no. 04-79-07480 (the "EDA Grant"); and

WHEREAS, the Town and County desire to set out the terms of the administration of the EDA Grant.

NOW THEREFORE, in consideration of the mutual representations, covenants, benefits to be derived, and agreements contained herein, the Town and County agree as follows:

ARTICLE I
GENERAL PROVISIONS

Section 1.1 *Purpose of the Interlocal Agreement.* The Town has agreed to be the Lead Recipient under the EDA Grant for the purpose of facilitating the administration of the award. The County, as co-recipient, has agreed with and consented to the Town's designation as Lead Recipient. This Interlocal Agreement is being entered into to set forth the terms by which the Town and County will administer the EDA Grant as co-recipients.

Section 1.2 *Duration of the Interlocal Agreement.* This Interlocal Agreement shall be in effect upon execution by all parties and shall remain in effect until the EDA Grant funds have been received and disbursed and the EDA Grant is closed out.

Section 1.3 *Relationship to Other Documents.* The EDA Grant is governed by certain EDA documents, including but not limited to the grant award and special award conditions (the "EDA Documentation"). This Interlocal Agreement is intended to be interpreted consistently with the EDA Documentation and other documents and agreements referred to in the EDA Documentation. Terms used in this Interlocal Agreement without other definition shall have the meaning provided in the EDA Documentation, unless other meaning is plainly intended.

Section 1.4 *The EDA Grant Award.* The Preliminary Engineering Report project cost estimate, attached hereto as Exhibit A, reflects \$10,722,780 as a total cost of the ECIA Infrastructure Project. The total cost is divided as follows: \$9,220,780 for the Town portion and \$1,502,000 for the County portion. Based on a 55.96% EDA grant participation, \$5,159,546.31 of the EDA grant will be used toward eligible Town costs and \$840,453.69 toward eligible County costs. In the event of cost underruns or overruns, the amount of EDA grant received by either the Town or County may be increased or decreased subject to mutual agreement by the Town and County. The Town and County will provide (i) the EDA required local matching funds of \$4,061,322.69 for the Town and \$661,546.31 for the County, and (ii) additional funds for any cost overruns on their portion of the ECIA Infrastructure Project.

ARTICLE II
TOWN OBLIGATIONS

Section 2.1 The Town shall be responsible for the construction of sewer force main and pump station upgrades consisting of 27,800 LF - 16" sewer force main, including a tie into the expanded ECIA pump station and future wastewater reclamation facility ("WFR") at Neuse 2 pump station, jack and bore, miscellaneous fittings, gate valve and box, appurtenances, and pump station upgrades.

Section 2.2 The Town shall be responsible to procure and contract for any necessary technical, land acquisition, construction and project administration services to complete the Town portion of the ECIA Infrastructure Project.

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Section 2.2.1. The Town shall provide project construction administration and observation for the portion of the ECIA Infrastructure Project it will own, operate and maintain.

Section 2.2.2. The Town shall ensure that all requirements for the procurement and contracting process set forth in the EDA Documentation, including but not limited to the special award conditions, are met and that any required EDA terms are incorporated into any contracts for the Town's portion of the ECIA Infrastructure Project.

Section 2.2.3. Upon completion of construction and final certification, the Town will own, operate and maintain facilities constructed as part of Town's portion of the ECIA Infrastructure Project.

Section 2.3 The Town shall serve as the Lead Recipient and shall receive all funds available pursuant to the EDA Grant and shall be responsible for further disbursement of all such funds strictly in accordance with the Budget attached to the EDA Award and with all applicable requirements set forth on the Financial Assistance Award Form CD-450.

Section 2.4 The Town shall promptly review any contract provided by the County. The Public Services Director is authorized to execute contracts tendered by the County pursuant to this section, and as required by the EDA Grant.

ARTICLE III COUNTY OBLIGATIONS

Section 3.1 The County shall be responsible for the construction of approximately 5,500 LF 16" sewer force main, tie into existing 16" and 12" force mains, jack and bore, miscellaneous fittings, gate valve and box, and appurtenances.

Section 3.2 The County shall be responsible to procure and contract for any necessary technical, land acquisition, construction, and project administration services to complete the County portion of the ECIA Infrastructure Project.

Section 3.2.1. The County shall provide project construction administration and observation for the portion of the ECIA Infrastructure Project it will own, operate and maintain.

Section 3.2.2. The County shall ensure that all requirements for the procurement and contracting process set forth in the EDA Documentation, including but not limited to the special award conditions, are met and that any required EDA terms are incorporated into any contracts for the County's portion of the ECIA Infrastructure Project.

Section 3.2.3. The County shall provide any contract for work related to the ECIA Infrastructure Project to the Town for review prior to execution.

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Section 3.2.4. Upon completion of construction and final certification, the County will own, operate, and maintain facilities constructed as part of the County portion of the ECIA Infrastructure Project.

ARTICLE IV GRANT ADMINISTRATION

Section 4.1 *Contract Grant Administration.* Skip Green and Associates (the “Administrator”) will serve as the principal grant administrator for the EDA Grant. The Administrator will separately bill the Parties for project administration of their respective portions of the EDA Grant.

Section 4.2 *Financing, Drawdown of Grant Funds.*

Section 4.2.1. The Town and County have budgeted the funds required for their respective portion of the ECIA Infrastructure Project. The Parties will initially pay for the ECIA Improvements using such funds for their respective portion of the ECIA Infrastructure Project.

Section 4.2.2. The Town and County will submit payment requests, with invoices and evidence of payment, to the Administrator by the 15th day of each month. The Administrator will prepare EDA Grant reimbursements when the payment requests equal 25%, 50%, 75%, and 90% project completion, with the remaining 10% of the EDA Grant reimbursement occurring at project close-out.

Section 4.2.3. The Parties acknowledge that the EDA Grant funds will be disbursed to the Town by the Department of Commerce. The Town shall promptly further disburse the County portion of the Grant funds to the County.

Section 4.3 [INSERT ADDITIONAL PROVISIONS, IF NEEDED]

ARTICLE V MISCELLANEOUS

Section 5.1 *Limitation of Liability.* This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties, and no party hereto shall be liable under this Agreement to any third party. Neither party shall be liable for failures of the infrastructure of the other party that are subject to this Agreement.

Section 5.2 *Indemnification.* The Town agrees, to the extent permitted by North Carolina law, to indemnify and hold harmless the County and their officers, agents and employees from any third-party claims arising from negligent acts or omissions of the Town in connection with the performance of this Agreement. The County agrees, to the extent permitted by North Carolina law, to indemnify, defend, and hold harmless the Town and their officers, agents and employees from any third-party claims arising from negligent acts or omissions of the County in connection with the performance of this Agreement. The County

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specifically agrees to indemnify and defend, including but not limited to payment of all reasonable legal or third-party fees, the Town and their officers, agents, and employees from any claims arising under any contracts for work on the County's portion of the ECIA Infrastructure Project which the Town is required to execute as Lead Recipient of the EDA Grant.

Section 5.3 *Force Majeure.* It shall not be considered a breach of this contract and neither the Town nor the County shall be responsible for an inability to perform or any delays, damages, costs, expenses, liabilities or other consequences that may arise as a result of force majeure. A "force majeure" is defined as any event arising from causes beyond the reasonable control of the Town or County, including but not limited to fire, flood, acts of God, terrorism, war, natural disaster, tornado, hurricane, civil strikes or labor disputes, riots, pandemics, system failure, broken pipes, or other actions causing an inability to perform beyond the reasonable control of the Town or County. A failure to perform due to a force majeure shall be remedied with all possible dispatch but shall not constitute a breach so long as such remedy is diligently being pursued.

Section 5.4 *Amendment.* This Agreement may be amended by the Parties by Resolution approving the amendment adopted by each of their respective boards. Amendments shall be made in writing and shall be deemed incorporated into this Agreement if attached to the original and executed with the formalities required by law as an amendment hereto.

Section 5.5 *Severance.* If any provision of this Interlocal Agreement is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be severable and the remainder of this Interlocal Agreement shall continue in full force and effect.

Section 5.6 *Transfer or Assignment.* Neither the Town nor the County may assign its rights or obligations under this Agreement, or sub-contract any part of this Agreement, without prior written approval from the other party.

Section 5.7 *Dispute Resolution.* Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The Parties agree that the mediation will be conducted and governed by the North Carolina Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions, and NCGS Sect. 7A-38.1(c) except as specifically provided otherwise herein. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Johnston County, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Section 5.8 *Governing Law.* This Agreement shall be governed by and construed in accordance with the law of the State of North Carolina and the forum for any litigation shall be Johnston County.

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Section 5.9 *Binding Effect*. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors or assigns, provided that the rights and obligations set forth herein may not be assigned without the written agreement of the other party to amend the Interlocal Agreement, which said agreement shall not be unreasonably withheld.

Section 5.10 *Liability of Officers and Agents*. No officer, agent or employee of any Party shall be subject to any liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law. The officials and employees of each Party shall not be deemed agents or employees of any other Party in performance of this agreement.

Section 5.11 *Notice*. Any notices provided for herein shall be in writing and shall be sent by certified mail, return receipt requested, or personally served upon the below named individuals or their designees or successors at the indicated addresses:

Town Manager
Town of Clayton
P.O. Box 879
Clayton, NC 28528

County Manager
Johnston County
P. O. Box 1049
207 E. Johnston Street
Smithfield, NC 27577

Section 5.12 *Execution in Counterparts*. This Interlocal Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN TESTIMONY WHEREOF, the Parties have caused this Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

[Signatures on Separate Page]

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TOWN OF CLAYTON

BY: _____

ATTEST:

Kimberly Moffett
Town Clerk

SEAL

PRE-AUDIT CERTIFICATION

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

Finance Director

DRAFT 9/16/20

JOHNSTON COUNTY

BY: _____

ATTEST:

Paula G. Woodard
Clerk to Board of Commissioners

SEAL

PRE-AUDIT CERTIFICATION

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

JOHNSTON COUNTY

Proclamation

WHEREAS, public power is a crucial component in cities and towns across North Carolina, contributing to the overall health of communities by providing reliable electricity, excellent local service and prompt restoration;

WHEREAS, The Town of Clayton is part of North Carolina's more than 70 public power cities and towns are among more than 2,000 across the country;

WHEREAS, Clayton's Electric Department has been assisting our citizens through boom times as well as pandemics and economic downturns;

WHEREAS, public power meets the electric needs of 49 million Americans, almost 15 percent of electricity consumers;

WHEREAS, North Carolina's public power utilities are valuable community assets that contribute to the well-being of the community and provide economic development opportunities; and

WHEREAS, North Carolina's public power utilities are dependable institutions that provide excellent service and a commitment to community; and

THEREFORE BE IT RESOLVED, the Clayton Town Council offers their appreciation to all members of the Clayton Electric Department for their dedication and contribution to our community; and recognize the week of October 4 – 2020 as

“Public Power Week”

Duly proclaimed this the 5th day of October, 2020 while in regular session.

Jody McLeod
Mayor

Special Recognition

WHEREAS, in March of 2016, Novo Nordisk, a global healthcare company with more than 90 years of innovation and leadership in diabetes care, broke ground on a new \$2 billion diabetes medicine production facility; and

WHEREAS, this massive facility was being built to produce active pharmaceutical ingredients for a range of hormone and insulin medicines and ensure that these life-saving medicines production capacity for diabetes medicines in the U.S. for the decade ahead; and

WHEREAS, the new facility would measure 833,000 square feet and have a footprint of 417,639 square feet – the equivalent to approximately seven football fields; and

WHEREAS, this expansion was expected to create close to 700 new jobs, with an average salary that is \$68,000 – \$22,000 higher than the current average salary, and \$15,000 more than the median household income in Johnston County; and

WHEREAS, at peak construction this project brought up to 2,500 people working on the site at one time; and

WHEREAS, one of those thousands of people working in the massive pharma mini-city that popped up in a former farm field, was Senior Supervisor Code Enforcement Official Robert Yarborough; and

WHEREAS, through the start of the project to the final Certificate of Occupancy this past month, Robert likely worked 5,000 hours, sometimes 16 hour days, ensuring that every step of the way, and every inch of the this grand facility was inspected; and

WHEREAS, Novo Nordisk made a billion dollar decision to build in Clayton, Clayton sat confident in knowing that investment was in the trusting hands of this top-notch inspector, Robert Yarborough;

THEREFORE, on behalf of the Town Council, I, Jody McLeod, Mayor of the Town of Clayton, hereby proclaim special recognition to Senior Supervisor Code Enforcement Official Robert Yarborough for his exemplary performance and dedication over the past four years to what was the largest life science investments ever made in the history of North Carolina.

Duly proclaimed this 5th day of October 2020.

Jody McLeod
Mayor
Town of Clayton

Proclamation

WHEREAS, firefighters follow a long line of tradition and honor that inspires them to help colleagues, neighbors and strangers alike; and

WHEREAS, at a moment's notice, firefighters respond without hesitation to any and all situations, no matter their danger, in order to protect individuals, families, and their fellow first responders in the community; and

WHEREAS, too many firefighters and first responders have fallen while protecting the public from countless fires, emergencies and, now, a deadly pandemic, and

WHEREAS, during the month of August 2020, the Clayton Fire Department was hit hard by COVID-19 and sadly lost Deputy Chief Jason Dean to a hard-fought battle with the virus; and

WHEREAS, the Cleveland and Archer Lodge Fire Chiefs stepped up to offer mutual aid, relief coverage, hundreds of hours of planning and endless resources to ensure our firefighters were supported, our community received the same quality fire response, and our fallen firefighter received a day of remembrance that rivaled any other celebration of heroes, and

WHEREAS, these two leaders and their departments performed duties and rendered invaluable services to their fellow Clayton brothers and sisters, and brought together dozens of other local and state departments and agencies, serving to create an army of support for Clayton's fire family;

THEREFORE, on behalf of the Town Council and the Clayton community, I, Jody McLeod, Mayor of the Town of Clayton, hereby proclaim the highest appreciation and gratitude to Cleveland Fire Chief Chris Ellington and Archer Lodge Fire Chief Phillip Driver and their entire departments for their truly unselfish response and invaluable assistance to the Clayton Fire Department, Town of Clayton and the people of Clayton.

Duly proclaimed this 5th day of October 2020.

Jody McLeod
Mayor
Town of Clayton



Town Council Agenda Cover Sheet

Meeting Date

October 5, 2020

Agenda Location

Old Business

Item Title

Horne St Parking Lot Expansion – Award Construction Contract

Presenter

Joshua Baird – Town Engineer

Summary/Description

On September 24, 2020 staff received sealed bids for the Horne St Parking Lot Expansion Project. Staff received a total of 6 bids. Bids included base bid and one alternate for addition of irrigation. The lowest Bidder was Daniels Inc. of Garner with base bid of \$621,227.50 and alternate of \$26,620.00. Previous Town Council action created a Capital Project Budget with a total of \$800,000 for this specific project (\$550,000 from general and \$250,000 from Water/Sewer Enterprise). Per Town of Clayton Purchasing Policies and North Carolina General Statutes, Construction projects over \$300,000 require Formal Bid procedures, which includes award of the contract from Town Council. Staff have reviewed the bids and recommend awarding the contract to Daniels Inc. of Garner. Furthermore, staff also recommend the irrigation alternate for a contract total of \$647,847.50. Proposed contract is based on standard EJCDC construction contract and has been reviewed by Town attorney. Contract time is 90 days to substantial completion and 120 days to final completion. Staff request Town Council authorize Town Manager or designee to execute construction contract and any change orders required to deliver the project.

Requested Action

Approval/Denial

Funding Source (If Applicable):

Capital Project Budget

Cost: N/A Yes ☒ No ☐

Additional Documents to be Included in Agenda Packet

Bid Tab

Meeting Timeline

Click or tap here to enter text.

Town of Clayton - Parking Lot Addition
Bids Received September 24, 2020

Item	Quantity	Unit	Daniels		Fred Smith		JMT		Pipeline		Providence		ST Wooten	
			Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Demo existing utilities	1	Lump Sum	\$5,250.00	\$5,250.00	\$12,000.00	\$12,000.00	\$26,000.00	\$26,000.00	\$1,565.00	\$1,565.00	\$12,900.00	\$12,900.00	\$39,580.00	\$39,580.00
Abandon existing sanitary line	1	Lump Sum	\$3,150.00	\$3,150.00	\$4,000.00	\$4,000.00	\$4,500.00	\$4,500.00	\$6,120.00	\$6,120.00	\$5,000.00	\$5,000.00	\$3,090.00	\$3,090.00
Demo existing paving, curbs and gutters	2300	L.F.	\$27.00	\$62,100.00	\$6.25	\$14,375.00	\$16.52	\$37,966.00	\$11.00	\$25,300.00	\$14.75	\$33,925.00	\$10.27	\$23,621.00
Remove misc. fencing, storage sheds, trash, j	1	Lump Sum	\$2,500.00	\$2,500.00	\$7,500.00	\$7,500.00	\$4,000.00	\$4,000.00	\$1,673.00	\$1,673.00	\$17,500.00	\$17,500.00	\$6,205.00	\$6,205.00
Mobilization	1	Lump Sum	\$10,500.00	\$10,500.00	\$46,000.00	\$46,000.00	\$81,000.00	\$81,000.00	\$25,122.00	\$25,122.00	\$25,000.00	\$25,000.00	\$23,000.00	\$23,000.00
Construction Staking	1	Lump Sum	\$24,500.00	\$24,500.00	\$17,000.00	\$17,000.00	\$12,000.00	\$12,000.00	\$16,392.00	\$16,392.00	\$12,700.00	\$12,700.00	\$16,500.00	\$16,500.00
Pavement removal off-site	4000	S.Y.	\$2.25	\$9,000.00	\$3.50	\$14,000.00	\$4.75	\$19,000.00	\$6.00	\$24,000.00	\$3.45	\$13,800.00	\$4.33	\$17,320.00
Traffic Control	1	Lump Sum	\$2,752.00	\$2,750.00	\$23,000.00	\$23,000.00	\$17,500.00	\$17,500.00	\$2,033.00	\$2,033.00	\$19,000.00	\$19,000.00	\$7,100.00	\$7,100.00
Earthwork														
Site Grading	1	Lump Sum	\$12,500.00	\$12,500.00	\$217,000.00	\$217,000.00	\$76,000.00	\$76,000.00	\$201,817.00	\$201,817.00	\$46,000.00	\$46,000.00	\$63,600.00	\$63,600.00
Erosion and Sediment Control														
Erosion control temporary silt fencing	1250	L.F.	\$3.50	\$4,375.00	\$3.00	\$3,750.00	\$4.00	\$5,000.00	\$4.00	\$5,000.00	\$2.60	\$3,250.00	\$4.04	\$5,050.00
Erosion control inlet protection	6	Each	\$100.00	\$600.00	\$300.00	\$1,800.00	\$400.00	\$2,400.00	\$584.00	\$3,504.00	\$485.00	\$2,910.00	\$295.00	\$1,770.00
Rock Construction Entrance	1	Each	\$2,750.00	\$2,750.00	\$1,500.00	\$1,500.00	\$6,000.00	\$6,000.00	\$3,903.00	\$3,903.00	\$3,300.00	\$3,300.00	\$2,500.00	\$2,500.00
Storm Drainage														
Storm Sewer														
6 inch dia. Perf. HDPE Pipe	220	L.F.	\$24.00	\$5,280.00	\$5.00	\$1,100.00	\$12.00	\$2,640.00	\$14.00	\$3,080.00	\$13.45	\$2,959.00	\$14.97	\$3,293.00
15 inch dia. RCP Pipe	362	L.F.	\$37.00	\$13,394.00	\$57.50	\$20,815.00	\$47.00	\$17,014.00	\$63.00	\$22,806.00	\$33.75	\$12,218.00	\$51.69	\$18,712.00
15 inch dia. HDPE Pipe	573	L.F.	\$30.00	\$17,190.00	\$56.00	\$32,088.00	\$44.00	\$25,212.00	\$69.00	\$39,537.00	\$30.60	\$17,534.00	\$50.19	\$28,759.00
Drainage Structures														
Curb Inlet Small (4 x 4 x 4 depth)	4	Each	\$158.00	\$632.00	\$2,100.00	\$8,400.00	\$2,600.00	\$10,400.00	\$2,258.00	\$9,032.00	\$2,770.00	\$11,080.00	\$1,868.66	\$7,475.00
12" Nyloplast structure w/ 18" grate	2	Each	\$1,950.00	\$3,900.00	\$2,100.00	\$4,200.00	\$1,800.00	\$3,600.00	\$1,871.00	\$3,742.00	\$3,880.00	\$7,760.00	\$1,884.55	\$3,768.00
48" Manhole	2	Each	\$4,150.00	\$8,300.00	\$3,000.00	\$6,000.00	\$3,800.00	\$7,600.00	\$2,660.00	\$5,320.00	\$2,780.00	\$5,560.00	\$2,744.68	\$5,489.00
Outlet Control Structures	1	Each	\$4,750.00	\$4,750.00	\$3,600.00	\$3,600.00	\$68,500.00	\$68,500.00	\$446.00	\$446.00	\$3,220.00	\$3,220.00	\$3,530.56	\$3,531.00
Landscaping														
Trees Small	35	Each	\$320.00	\$11,200.00	\$250.00	\$8,750.00	\$235.00	\$8,225.00	\$382.00	\$13,370.00	\$346.00	\$12,110.00	\$250.00	\$8,750.00
Trees Large	18	Each	\$430.00	\$7,740.00	\$425.00	\$7,650.00	\$400.00	\$7,200.00	\$408.00	\$7,344.00	\$484.00	\$8,712.00	\$375.00	\$6,750.00
Shrubs/Plants	170	Each	\$33.00	\$5,610.00	\$50.00	\$8,500.00	\$48.00	\$8,160.00	\$66.00	\$11,220.00	\$34.00	\$5,780.00	\$30.00	\$5,100.00
Green Area seeding, mulching, sod, top soils e	1	Lump Sum	\$10,750.00	\$10,750.00	\$47,000.00	\$47,000.00	\$22,000.00	\$22,000.00	\$14,519.00	\$14,519.00	\$11,300.00	\$11,300.00	\$9,400.00	\$9,400.00
Utilities														
Water Service														
6 in DIP	590	LF	\$49.00	\$28,910.00	\$52.00	\$30,680.00	\$38.00	\$22,420.00	\$73.00	\$43,070.00	\$46.25	\$27,288.00	\$46.64	\$27,518.00
6 in gate valve w/ valve box	6	Each	\$1,795.00	\$10,770.00	\$1,250.00	\$7,500.00	\$1,500.00	\$9,000.00	\$1,974.00	\$11,844.00	\$995.00	\$5,970.00	\$1,197.45	\$7,185.00
Fire Hydrant 6" includes fire hydrant, valve, va	1	Each	\$6,850.00	\$6,850.00	\$5,000.00	\$5,000.00	\$5,600.00	\$5,600.00	\$5,929.00	\$5,929.00	\$6,230.00	\$6,230.00	\$4,588.17	\$4,588.00
Tees (all sizes)	3	Each	\$850.00	\$2,550.00	\$1,000.00	\$3,000.00	\$900.00	\$2,700.00	\$766.00	\$2,298.00	\$2,130.00	\$6,390.00	\$926.12	\$2,778.00
Bends/elbows (all sizes)	4	Each	\$850.00	\$3,400.00	\$750.00	\$3,000.00	\$500.00	\$2,000.00	\$597.00	\$2,388.00	\$365.00	\$1,460.00	\$643.41	\$2,574.00
Sanitary Sewer														
8 in sanitary sewer	160	L.F.	\$80.00	\$12,800.00	\$95.00	\$15,200.00	\$70.00	\$11,200.00	\$167.00	\$26,720.00	\$86.70	\$13,872.00	\$84,357.00	\$13,531.00
Manhole P.C. with cover	2	Each	\$3,600.00	\$7,200.00	\$3,900.00	\$7,800.00	\$5,500.00	\$11,000.00	\$4,398.00	\$8,796.00	\$6,810.00	\$13,620.00	\$3,502.58	\$7,005.00
Electric Utilities														
Electrical Conduit Installation	1	Lump Sum	\$2,500.00	\$2,500.00	\$32,000.00	\$32,000.00	\$7,000.00	\$7,000.00	\$6,488.00	\$6,488.00	\$64,000.00	\$64,000.00	\$28,600.00	\$28,600.00
Installation of Light Poles	11	Each	\$950.00	\$10,450.00	\$1,600.00	\$17,600.00	\$1,500.00	\$16,500.00	\$2,565.00	\$28,215.00	\$2,910.00	\$32,010.00	\$2,040.00	\$22,440.00
Paving and Parking Lot														
Paving														
Pervious pavers section	400	S.Y.	\$70.00	\$28,000.00	\$96.00	\$38,400.00	\$60.00	\$24,000.00	\$300.00	\$120,000.00	\$125.00	\$50,000.00	\$179.61	\$71,844.00
Edge Restraint	226	L.F.	\$9.00	\$2,034.00	\$29.00	\$6,554.00	\$18.00	\$3,616.00	\$24.00	\$5,424.00	\$95.00	\$21,470.00	\$13.90	\$3,141.00

Regular duty asphalt section	5050	S.Y.	\$28.95	\$146,198.00	\$20.00	\$101,000.00	\$24.50	\$123,725.00	\$13.00	\$65,650.00	\$28.35	\$143,168.00	\$23.52	\$118,776.00
Heavy duty concrete section	55	S.Y.	\$84.00	\$4,620.00	\$96.00	\$5,280.00	\$90.00	\$4,950.00	\$72.00	\$3,960.00	\$100.00	\$5,500.00	\$99.50	\$5,473.00
Sidewalk section	450	S.Y.	\$58.00	\$26,100.00	\$39.00	\$17,550.00	\$36.00	\$16,200.00	\$35.00	\$15,750.00	\$51.90	\$23,355.00	\$32.00	\$14,400.00
Curb and gutter (Standard 24")	2575	L.F.	\$16.00	\$41,200.00	\$19.00	\$48,925.00	\$17.00	\$43,775.00	\$20.00	\$51,500.00	\$18.55	\$47,766.00	\$15.00	\$38,625.00
ADA Ramp Remove & Replace	4	Each	\$1,700.00	\$6,800.00	\$2,200.00	\$8,800.00	\$2,400.00	\$9,600.00	\$1,617.00	\$6,468.00	\$3,340.00	\$13,360.00	\$2,000.00	\$8,000.00
ADA Ramp New	4	Each	\$900.00	\$3,600.00	\$1,900.00	\$7,600.00	\$2,000.00	\$8,000.00	\$1,617.00	\$6,468.00	\$1,900.00	\$7,600.00	\$1,425.00	\$5,700.00
Parking Lot Details														
Pavement Striping & Markings	1	Lump Sum	\$4,895.00	\$4,895.00	\$3,650.00	\$3,650.00	\$4,000.00	\$4,000.00	\$3,791.00	\$3,791.00	\$3,770.00	\$3,770.00	\$3,100.00	\$3,100.00
Wheel stop	28	Each	\$80.00	\$2,240.00	\$70.00	\$1,960.00	\$75.00	\$2,100.00	\$61.00	\$1,708.00	\$75.00	\$2,100.00	\$50.00	\$1,400.00
Stop Sign w/ post	2	Each	\$185.00	\$370.00	\$500.00	\$1,000.00	\$275.00	\$550.00	\$251.00	\$502.00	\$260.00	\$520.00	\$250.00	\$500.00
Bollard Mounted Accessible Sign	5	Each	\$825.00	\$4,125.00	\$950.00	\$4,750.00	\$550.00	\$2,750.00	\$669.00	\$3,345.00	\$520.00	\$2,600.00	\$450.00	\$2,250.00
Bike Rack Installation	1	Lump Sum	\$795.00	\$795.00	\$500.00	\$500.00	\$500.00	\$500.00	\$1,121.00	\$1,121.00	\$500.00	\$500.00	\$500.00	\$500.00
Bollards	4	Each	\$900.00	\$3,600.00	\$475.00	\$1,900.00	\$600.00	\$2,400.00	\$502.00	\$2,008.00	\$520.00	\$2,080.00	\$600.00	\$2,400.00
Trash Enclosure	1	Each	\$32,500.00	\$32,500.00	\$28,000.00	\$28,000.00	\$23,000.00	\$23,000.00	\$25,870.00	\$25,870.00	\$26,500.00	\$26,500.00	\$25,000.00	\$25,000.00
Overall Bid Total				\$621,227.50		\$907,677.00		\$828,537.00		\$896,158.00		\$814,645.55		\$727,690.78
ALTERNATE - Installation of irrigation system	1	Lum Sum	\$26,620.00	\$26,620.00	\$33,823.00	\$33,823.00	\$25,000.00	\$25,000.00	\$30,957.00	\$30,957.00	\$10,200.00	\$10,200.00	\$16,000.00	\$16,000.00
Alternate Bid Total				\$26,620.00		\$33,823.00		\$25,000.00		\$30,957.00		\$10,200.00		\$16,000.00

**TOWN OF CLAYTON
RESOLUTION OF AWARD OF BID
FOR HORNE STREET PARKING LOT EXPANSION PROJECT**

WHEREAS, the Town of Clayton publicly advertised for bids to be received for Horne Street Parking Lot Expansion Project on September 9, 2020; and

WHEREAS, the Town of Clayton exhibited good faith efforts to notify minority and women owned businesses of said project and encouraged bidding; and

WHEREAS, the BIDS were publicly opened on September 24, 2020 8; and

WHEREAS, a total of six bids were received with the lowest bidder being Daniels Inc., of Garner with a base bid of \$621,227.50 and alternative of \$26, 200.00; and

WHEREAS, Daniels Inc., is properly licensed and experienced in the type of construction involved in this project; and

WHEREAS, based on review of the bids received it is the recommendation that award of the construction contract be granted to Daniels Inc.,; and

WHEREAS, the Town of Clayton intends to construct said project in accordance with the approved plans and specifications,

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

The Town of Clayton award the construction of Horne Street Parking Lot Expansion Project to Daniels Inc., in the amount of \$647,847.50

Duly adopted this the 5th day of October 2020, while in regular session.

Jody McLeod
Mayor

ATTEST:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk



Town Council Agenda Cover Sheet

Meeting Date

October 5, 2020

Agenda Location

Old Business

Item Title

Bulky Waste Contract Amendment

Presenter

Blake Mills, Assistant Director of Public Services

Steve Blasko, Public Works Operations Manager

Justin Pulley, Grounds Maintenance Supervisor

Summary/Description

Attached is All Star Waste Services, LLC proposal for Bulky Waste to be charged at \$0.74/house/month for FY 21 and \$1.06/house/month for FY 22. Currently, Bulky Waste is charged at \$24.45 for each individual pickup. The impact of the change on the FY21 budget is a net zero, however, the impact on the FY22 budget will be about \$34,000 higher or about \$0.32 per month per house. The higher cost in FY 22 (\$1.06) is to compensate All Star for the losses that they will suffer for keeping Bulky Waste costs in FY21 at the budget amount of \$80,223.

To structure the payment of Bulky Waste on a per house basis rather than per pickup is much better for the town because we can budget more accurately and it is consistent with how other items such as Yard Waste and Loose Leaf collection are paid.

The Town of Clayton charges residents \$20.50 per month for Solid Waste and Recycling Services and the proposed increase in the Bulky Waste unit price of \$0.32 + Consumer Price Index (assume 3% of \$20.50) will result in an estimated increase to residents of about \$1.00/month in FY 22. For FY23 and beyond costs per house will be expected to increase yearly by the Consumer Price Index.

In June of 2022, the Waste Services contract with All Star will come to an end, however, there is an option to renew for an additional 5 years. At that time, the town will re-evaluate if we will go out to bid or renegotiate the contract with All Star including the unit prices for Solid Waste, Recycling, Yard Waste, Loose Leaf and Bulky Waste and if it is decided to stay with All Star we will realign the Solid Waste and Recycling contract to have the same end date as the Loose Leaf contract.

Requested Action

Approval

Approve Bulky Waste Cost Proposal from All Star and authorize the Town Manager to execute the contract amendment.

Funding Source (If Applicable):

General Fund Solid Waste 100-55-59-53-41

Cost: FY 21 - \$0, FY 22 - \$34,000 Yes ☒ No ☐

Additional Documents to be Included in Agenda Packet

All Star Bulky Waste Cost Proposal

Meeting Timeline

September 21, 2020 Town Council Meeting & October 5, 2020 Town Council Meeting



September 30, 2020

Clayton Operations Center
Town of Clayton
653 NC Highway 42 West
Clayton NC 27520
919-553-1530

ATTN: Blake Mills and Rich Cappola

Dear Sirs,

Please find enclosed our Formal Change Quotation for the Town of Clayton's Request for Amendment to our contract herein referred to as:
"Residential Bulky Waste collection for Residential Customers".

As the Town of Clayton's Residential Solid Waste, Recycling, Yard Waste Service and Loose Leaf provider, we anticipate changing our Bulky Waste collection fees as part of our services provided to the Town, will help lower the Town's costs.

We are a small, local firm designed for your Scope of Work. We do not anticipate using any other sub-contractors.

I am the Operating Member of All Star Waste Services, LLC and authorized to bind any contracts or agreements.

Sincerely,

Tommy Sims
Member

All Star Waste Services, LLC * 600 Old Roberts Rd * Benson NC 27504



Attachment B

CHANGE QUOTE:

Weekly Bulky Waste collection for approximately 8640 Residents

Town wishes to change monthly billing from current per Bulky Waste item of \$24.45 each - to a per house cost to match current annual budget.

Bulky Waste Services \$0.74 per home per month
Added to Town Invoices retro back to July 1st 2020-2021 (Fiscal year)

Year 5 : Bulky Waste Services \$1.06 per home per month
Added to Town Invoices beginning July 1st 2021-2022 (Fiscal year)

September 30, 2020

Tommy Sims, Member

DATE

Quote Valid until Oct 30, 2020

All Star Waste Services, LLC * 600 Old Roberts Rd * Benson NC 27504



Town Council Agenda Cover Sheet

Meeting Date

October 5, 2020

Agenda Location

Old Business

Item Title

Resolution Authorizing Execution of an Installment Purchase Contract

Presenter

Robert McKie, Finance Director

Summary/Description

The Finance Director will present a resolution that authorizes staff to execute an installment financing contract for a ladder truck with Freedom Financial for an amount not to exceed \$871,621 at an interest rate of 2.3344% with a ten-year term.

Requested Action

Approval

Funding Source (If Applicable):

Debt Proceeds

Cost: \$871,621 **Yes** ☒ **No** ☐

Additional Documents to be Included in Agenda Packet

Installment Financing Contract Resolution
Freedom Financial Financing Proposal

Meeting Timeline

Click or tap here to enter text.

Term Proposal
September 24, 2020



Jack Jackson
144 Freedom Blvd
Yorktown, VA 23692
(757) 234-7424

Town of Clayton, NC

Freedom Financial is pleased to present the following term sheet. Lease-Purchase terms are for discussion purposes only and subject to acceptance of financial documentation and credit approval. Please note that rates are not locked and are subject to adjustment at time of transaction funding date. Lease-Purchase must qualify for Federal Income Tax Exempt status for the lessee.

Equipment: (1) Pierce Custom Tower
Unit Cost: \$1,792,242
Down Payment: \$920,621
Amount Financed: \$871,621
Frequency of Payments: Annual
First Payment Due: (1) Year after Loan Commencement

Term:	10 Years	12 Years	15 Years
Payments:	\$98,740.23	\$84,788.98	\$71,304.23
Rate:	2.33%	2.46%	2.67%

**Interest rates are fixed for all options.*

Freedom Financial is providing this information for discussion purposes only in anticipation of engaging in a commercial, arm's length transaction. Freedom Financial is not acting as a municipal advisor, financial advisor or fiduciary to any person or entity. Please consult with your own legal, accounting, tax, financial, and other advisors to the extent you deem appropriate.

TOWN COUNCIL
OF THE
TOWN OF CLAYTON, NORTH CAROLINA

Excerpt of Minutes
of Meeting of October 5, 2020

Present: Mayor McLeod presiding, and Councilmembers: _____

Absent: _____

* * * * *

Councilmember _____ introduced the following resolution, the title of which was read:

**RESOLUTION AUTHORIZING EXECUTION AND DELIVERY
OF AN INSTALLMENT FINANCING CONTRACT TO FINANCE
THE PURCHASE OF A LADDER TRUCK**

WHEREAS, the Town of Clayton, North Carolina (the "Town") desires to finance the acquisition a ladder truck for the Town's fire department (the "Equipment"), which it intends to purchase from Atlantic Emergency Solutions (the "Vendor"); and

WHEREAS, the Town desires to finance the acquisition of the Equipment by executing and delivering an installment financing contract, as authorized under North Carolina General Statutes Chapter 160A, Article 3, Section 20; and

WHEREAS, Freedom Financial, the financing arm for the Vendor (the "Lender"), has offered to finance the Equipment pursuant to a term sheet dated September 24, 2020 (the "Proposal"), pursuant to which the Lender will to enter into an installment financing contract with the Town in the amount not to exceed \$871,621 at an interest rate of 2.3344% and with a ten (10) year term (the "Contract") to finance the acquisition of the Equipment, to be secured by a security interest in the Equipment for the benefit of the Lender;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town, meeting in regular session on the 5th day of October, 2020, as follows:

1. The Town Council hereby authorizes and directs the Mayor, the Town Manager, the Finance Director and the Clerk, or any of them, to execute, acknowledge and deliver the Proposal and an installment financing contract reflecting the terms of the Proposal (the "Contract") on behalf of the Town, with such changes and modifications as the person executing and delivering such instruments on behalf of the Town shall find acceptable, so long as the maximum principal amount of the Contract does not exceed \$871,621, with a term of approximately 10 years and a rate of 2.3344%. The Clerk is hereby authorized to affix the official seal of the Town to the Contract and to attest the same.

2. Each of the Mayor, the Town Manager, the Finance Director and the Clerk is authorized and directed to execute and deliver any and all papers, instruments, agreements, tax certificates, opinions, certificates, affidavits and other documents, and to do or cause to be done any and all other acts and

things necessary or proper for carrying out this Resolution and the Contract and the financing of the Equipment.

3. All other acts of the Council and the officers of the Town which are in conformity with the purposes and intent of this Resolution and in furtherance of the financing of the Equipment are hereby ratified, approved and confirmed.

4. This resolution shall take effect immediately.

Councilmember _____ moved the passage of the foregoing resolution and Councilmember _____ seconded the motion and the resolution was passed by the following vote:

Ayes: Councilmembers _____

Nays: Councilmembers _____

Not voting: Councilmembers _____

Duly adopted this the 5th day of October, 2020 while in regular session.

Jody McLeod
Mayor

* * * * *

I, Kimberly Moffett, Clerk for the Town of Clayton, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and complete copy of so much of the proceedings of the Town Council for the Town at a regular meeting duly called and held on October 5, 2020, as it relates in any way to the resolution hereinabove referenced and that such proceedings are recorded in the minutes of the Council. Pursuant to G.S. § 143-318.12, a current copy of a schedule of regular meetings of the Town Council for the Town is on file in my office.

WITNESS my hand and the official seal of the Town this ____ day of October, 2020.

Clerk
Town of Clayton, North Carolina

(SEAL)



Town Council Agenda Cover Sheet

Meeting Date

October 5, 2020

Agenda Location

New Business

Item Title

Budget Amendments

Presenter

Robert McKie, Finance Director

Summary/Description

The Finance Director will present three budget amendments to appropriate fund balance for the unspent balance on prior year purchase orders for items and projects that are ongoing, completed, or expected to be completed in the current fiscal year.

Requested Action

Approval

Funding Source (If Applicable):

Available Fund Balance

Cost: \$1,639,097 Yes ☒ No ☐

Additional Documents to be Included in Agenda Packet

General Fund Carryover PO Budget Amendment
Water and Sewer Fund Carryover PO Budget Amendment
Electric Fund Carryover PO Budget Amendment
Carryover PO List

Meeting Timeline

Click or tap here to enter text.

TOWN OF CLAYTON CARRYOVER PO LIST

PO No.	General Fund	Amount	Status	G/L Account
2020-121	Operations Center Space Assessment	\$ 13,850.00	Ongoing	100-55-02-20-56 00
2020-597	Godwin Dump Body for Streets Dump Truck	37,786.00	Ongoing	100-55-95-58 48
2020-703	ADA Transition Plan	20,562.90	Ongoing	100-55-55-56 00
2020-821	Remove Balcony Paint and Replace	2,700.00	Ongoing	100-40-02-01-52 37
2020-889	Clayton Center Expansion/Parks Bldg - HH Architecture	108,500.00	Ongoing	100-60-02-56 00
2020-890	Designs Services for Park Projects - McAdams	514,535.30	Ongoing	100-60-02-56 00
2020-922	Main St Sidewalk Design	14,989.02	Ongoing	100-55-55-56 00
2020-947	Payton Dr Extension - Withers Ravenal	10,982.25	Ongoing	100-55-55-58 12
2020-955	Payton Dr Extension - Froehling & Robertson	13,428.87	Ongoing	100-55-55-58 12
2020-1027	Community Center Upgrade - HH Architecture	29,900.00	Ongoing	100-60-02-56 00
2020-1063	Community Center Ceiling Fans - Lombard Remodeling	24,390.00	Ongoing	100-60-02-50-52 37
2020-1064	GS2 Hallway Renovation - Wood Rot Prevention	18,108.00	Completed	100-40-02-01-52 37
2020-1095	Inspections Dept. Relocation	29,936.00	Ongoing	100-55-20-58 20
		<u>\$ 839,668.34</u>		

PO No.	Water & Sewer Fund	Amount	Status	G/L Account
2020-176	Loop Rd & Medlin Rd Master Meters - Adams & Hodge	\$ 1,595.00	Ongoing	300-56-60-56 00
2020-290	Rate Study	50,542.50	Ongoing	300-56-60-56 00
2020-598	Godwin Flatbed Body for Dodge Ram 4500	15,235.00	Completed	300-56-95-58 48
2020-663	Lift Station Inventory Phase 1	24,381.31	Ongoing	300-56-61-56 00
2020-664	Lift Station Bypass Pump Installation	4,912.66	Ongoing	300-56-61-56 00
2020-739	Main St/Liberty Ln Pump Station	31,800.00	Ongoing	300-56-60-56 00
2020-876	Cost of Service and Rate Design	23,277.50	Ongoing	300-56-60-56 00
2020-954	Payton Dr Extension - Withers Ravenal	2,000.00	Ongoing	300-56-95-58 30
2020-956	Payton Dr Extension - Froehling & Robertson	2,434.88	Ongoing	300-56-95-58 30
2020-974	Summerlyn & Glen Laurel Bypass Pumps - Xylem	85,834.50	Completed	300-56-95-58 31
2020-1103	Summerlyn & Glen Laurel Bypass Pumps - Mizelle	154,100.00	Ongoing	300-56-95-58 31
2021-273	Village at Parkview Sewer Reimbursement Agreement	49,538.00	Completed	300-56-95-58 31
		<u>\$ 445,651.35</u>		

PO No.	Electric Fund	Amount	Status	G/L Account
2020-655	Shotwell Rd & South Feeder Easements	15,000.00	Ongoing	310-57-65-56 00
2020-1017	Community Center Backfeed	68,750.00	Ongoing	310-57-95-58 00
2020-1018	Shotwell Rd Feeder Extension - Overhead	55,000.00	Pending Easements	310-57-95-58 00
2020-1019	Shotwell Rd Feeder Extension - Underground	45,000.00	Pending Easements	310-57-95-58 00
2020-1020	South Feeder Connector	105,000.00	Pending Easements	310-57-95-58 00
2020-1065	Shotwell Rd Feeder Extension - Tree Clearing	32,709.00	Pending Easements	310-57-95-58 00
2020-1066	South Feeder Connector - Tree Clearing	32,319.00	Pending Easements	310-57-65-56 00
		<u>\$ 353,778.00</u>		

Town of Clayton
Amendment to the FY 20-21 Budget

BE IT HEREBY ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON that the following amendments shall be made to the FY 20-21 Budget:

Fund: Electric Fund

<u>Line Item</u>	<u>Previous Appropriation</u>	<u>Adjustment</u>	<u>Revised Appropriation</u>
Revenue			
310-57-00-48 99	Fund Balance Appropriated \$19,350	+353,778	\$373,128
Expenditures			
310-57-65-56 00	Professional Services \$87,997	+47,319	\$135,316
310-57-95-58 00	Capital Projects \$650,000	+306,459	\$956,459

Explanation:

Amendment to appropriate fund balance for the unspent balance on prior year purchase orders for projects that are currently underway or expected to commence in the current fiscal year. This amendment is required for compliance with G.S. 159-15.

Duly adopted this 5th day of October, 2020 while in regular session.

Jody L. McLeod
Mayor

Attest:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk

Town of Clayton
Amendment to the FY 20-21 Budget

BE IT HEREBY ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF
CLAYTON that the following amendments shall be made to the FY 20-21 Budget:

Fund: General Fund

<u>Line Item</u>	<u>Previous Appropriation</u>	<u>Adjustment</u>	<u>Revised Appropriation</u>
Revenue			
100-40-00-48 99	Fund Balance Appropriated \$2,391,824	+839,668	\$3,231,492
Expenditures			
100-40-02-01-52 37	Maintenance & Repair - Buildings \$116,111	+20,808	\$136,919
100-55-02-20-56 00	Professional Services \$25,000	+13,850	\$38,850
100-55-20-58 20	Building Improvements \$488,000	+29,936	\$517,936
100-55-55-56 00	Professional Services \$60,000	+35,552	\$95,552
100-55-55-58 12	Street Repair & Improvements \$1,370,000	+24,411	\$1,394,411
100-55-95-58 48	Heavy Equipment/Heavy Vehicles \$0	+37,786	\$37,786
100-60-02-56 00	Professional Services \$30,000	+652,935	\$682,935
100-60-02-50-52 37	Maintenance & Repair - Buildings \$309,921	+24,390	\$334,311

Explanation:

Amendment to appropriate fund balance for the unspent balance on prior year purchase orders for items that are ongoing or have been completed in the current fiscal year. This amendment is required for compliance with G.S. 159-15.

Duly adopted this ____ day of _____, 2020 while in regular session.

Jody L. McLeod
Mayor

Attest:

Kimberly A. Moffett
Town Clerk

Town of Clayton
Amendment to the FY 20-21 Budget

BE IT HEREBY ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON that the following amendments shall be made to the FY 20-21 Budget:

Fund: Water and Sewer Fund

<u>Line Item</u>	<u>Previous Appropriation</u>	<u>Adjustment</u>	<u>Revised Appropriation</u>
Revenue			
300-56-00-48 99	Fund Balance Appropriated \$0	+445,651	\$445,651
Expenditures			
300-56-60-56 00	Professional Services \$715,000	+107,214	\$822,214
300-56-61-56 00	Professional Services \$118,500	+29,294	\$147,794
300-56-95-58 30	Water Line Improvements \$1,341,525	+4,435	\$1,345,960
300-56-95-58 31	Sewer Line Improvements \$1,988,250	+289,473	\$2,277,723
300-56-95-58 48	Heavy Equipment/Heavy Vehicles \$1,044,000	+15,235	\$1,059,235

Explanation:

Amendment to appropriate fund balance for the unspent balance on prior year purchase orders for items that are ongoing or have been completed in the current fiscal year. This amendment is required for compliance with G.S. 159-15.

Duly adopted this 5th day of October, 2020 while in regular session.

Jody L. McLeod
Mayor

Attest:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk



Town Council Agenda Cover Sheet

Meeting Date

October 5, 2020

Agenda Location

New Business

Item Title

General Fund Budget Amendment for Project Goodwill

Presenter

Patrick Pierce

Summary/Description

Amendment to appropriate fund balance to fund the Town's proportionate share of the cost to perform a feasibility study for a regional economic development partnership project. This amendment is required for compliance with G.S. 159-15.

Requested Action

Approval/Denial

Funding Source (If Applicable):

General Fund Balance

Cost: N/A Yes ☒ No ☐

Additional Documents to be Included in Agenda Packet

Budget Amendment

Meeting Timeline

Click or tap here to enter text.



Raleigh Office
T 919.380.8750

223 S. West Street,
Suite 1100
Raleigh, NC 27701

August 13, 2020

Dr. David Johnson
President
Johnston County Community College
245 College Road
PO Box 2350
Smithfield, NC 27577

Re: Proposal for Professional Services
Scope: Pre-Development Services – Master Plan Coordination_rev.1
Project: Project Goodwill
Location: Clayton, NC

Dear Dr. Johnson:

STEWART is pleased to provide you with this proposal for Pre-Development Services associated with Project Goodwill near Grifols in Clayton, NC. We appreciate the opportunity to assist you with this initial phase of the project and look forward to working with you in this regard.

Please find below our project understanding, scope of work and proposed compensation. If, upon review, you have any questions, we would be happy to discuss them with you and make any appropriate revisions to the scope and fees.

PROJECT UNDERSTANDING:

Johnston County Community College (JCCC) wishes to contract with Stewart to provide Pre-Development Services for a potential new community college campus. As illustrated in Exhibit C – Project Limits, Stewart understands the project area is generally located at the intersection of Rte. 42 and Rte. 70 in Clayton, NC.

SCOPE OF SERVICES:

Based on our understanding of the project, we will conduct an analysis to help you determine the highest and best use of the subject property and to verify the development feasibility for a proposed community college campus.

Task 1 – Project Management, Owner Representation and Stakeholder Coordination

The Town of Clayton staff will lead the effort to organize meetings and garner participation by stakeholders with the participation by Stewart as requested.

Stewart will provide project coordination, schedule management and JCCC representation with surrounding use stakeholders, Town of Clayton, Grifols Therapeutics, North Carolina Railroad, NCDOT and Johnston County.



Task 2 – Revised Conceptual Test-Fit Master Plan:

1. Prepare one (1) updated conceptual test-fit campus plan based on new site constraints mapping provided by others:
 - a. Building locations and orientation
 - b. Campus open spaces
 - c. Roadway alignments and parking areas
 - d. Pedestrian & bicycle routes
 - e. Utility routes
 - f. Stormwater Management facilities
2. Prepare for and attend Owner review meeting to garner feedback
3. Refine (1) conceptual test-fit layout plan into preferred test-fit campus plan based on Owner comments
4. Prepare for and attend Owner review meeting to garner feedback
5. Prepare (1) final preferred conceptual test-fit plan

Deliverables:

- One DRAFT conceptual test-fit campus plan
- One PREFERRED conceptual test-fit campus plan
- One FINAL PREFERRED conceptual test-fit campus plan

Meetings:

- Concept Plan review meeting (web-conference)
- Preferred Preliminary Plan review meeting (web-conference)

Task 3 – Utility Planning

The Town of Clayton staff will lead the effort to verify conceptual services routing and capacity with Stewart preparing exhibits and calculations as requested.

This Task is associated with the anticipated Johnston County Community College owed parcel areas only. Utility planning for anticipated Town of Clayton owned properties: Transit Center and Park is under separate agreement.

1. Sewer
 - i. Evaluation of existing sewer basin capacity and the potential need for upgrades based upon desired uses and their potential impact on the project.
 - ii. Preliminary lift station location/preliminary concept design report
 - iii. Site Conceptual sewer (horizontal)
 - iv. Sewer Study - down-stream capacity for potential upsizing
- Water
 - v. Availability and pressure of water for the site, as known. Assume one meeting with the town for utility capacity discussion.
 - vi. Hydrant Flow test
 - vii. Site conceptual water (horizontal)

NOTE: the preparation of a water model is excluded and if requested will require additional fees



Stormwater

- viii. Evaluation of stormwater needs, based on use of the site and its surroundings, topography, and assumed geology based on USDA soils maps
- ix. Stormwater Control Measure (SCM) conceptual sizing and device type
- x. Provide summary of pros/cons for regional vs site specific SCM(s)
- xi. Determine maximum impervious area assumptions

Task 4 – NCDOT Roadway Coordination:

The Town of Clayton staff will lead the effort to coordinate participation by NCDOT with preparation of exhibits by Stewart as requested.

- 1. Determine recommended roadway improvements (type) & recommended turn lanes (location and typical length)
- 2. Determine access points and driveway spacing
- 3. Utility improvements/Encroachments

NOTE: Traffic Impact Analysis scoping or preparation are excluded from this scope of services and anticipated to be required as a condition of future development.

Task 5 – Phase 1 Environmental Site Assessment

Stewart will engage an environmental engineering sub-consultant to prepare the ESA, see attached Exhibit E – Phase 1 ESA scope of services:

Soil and Environmental Consultants, PA

8412 Falls of Neuse Road, Suite 104, Raleigh, NC 27615

Task 6 – Updated Marketing Concept Renderings

Stewart will provide updated digital renderings of the conceptual test-fit campus plan in order to illustrate the design intent of the project and for your use in marketing collateral. The renderings will be computer generated. Prior to the commencement of work, we will provide example renderings illustrating the level of detail and quality for approval by the client. Buildings depicted in the renderings will be conceptual in nature. Draft mock-up “view angles” will be selected by Stewart and provided to the client for final approval prior to the development of the illustrations. Once the preferred views are confirmed, we will proceed with the renderings.

Deliverables

- Illustrative site plan
- Illustrative birds eye oblique overview plan

Meetings:

- Example renderings review meeting (web-conference)
- Mock-up view angles review meeting (web-conference)



SCHEDULE:

Upon receipt of Notice to Proceed, the deliverables will be completed within **120** business days.

COMPENSATION:

Stewart agrees to provide the professional services outlined above in the Scope of Services according to the following fee schedule.

Description: Scope of Services		Fee	FEE TYPE
Task 1	Project Management, Owner Representation and Stakeholder Coordination	\$2,000	hourly not-to-exceed
Task 2	Revised Conceptual Test-Fit Master Plan	\$3,500	LUMP SUM
Task 3	Utility Planning	\$5,500	LUMP SUM
Task 4	NCDOT Roadway Coordination	\$2,000	LUMP SUM
Task 5	Phase 1 Environmental Site Assessment	\$2,750	LUMP SUM
Task 6	Updated Marketing Renderings	\$3,500	LUMP SUM
TOTAL BASIC SERVICES		\$19,250	

ADDITIONAL SERVICES:

Any request by the Client to complete items not contained in the scope of services, or items outlined as exclusions, will be deemed as Additional Services to this Agreement. Additional Services will be provided if requested by the Client for a negotiated lump sum fee or at our Standard Hourly Billing Rates.

CLIENT RESPONSIBILITIES:

It shall be the responsibility of the Client to provide the following items:

- Provide access to the site (if applicable);
- Provide notice of scheduled meetings (with reasonable advanced notice);
- Provide decisions on critical issues as necessary in a timely manner;
- Payment of all invoices per Conditions of the Agreement.



CONCLUSION:

This document may serve as a Client-Consultant Agreement. Included in the agreement are the standard Hourly Rate Schedule and Conditions of the Agreement. If this proposal is acceptable, please execute and return a copy of the Agreement and the Project Information Form to this office. Do not hesitate to contact us if you have any questions regarding our proposal. Please give us the opportunity to clarify any details of this proposal or to revise it if it appears that we have misunderstood some portion of the scope of services.

Respectfully submitted:
Christopher Miller, PLA

Studio Leader, Landscape Architecture

1. Exhibit A – Standard Hourly Rate Schedule
2. Exhibit B – Conditions of the Agreement
3. Exhibit C – Project Limits
4. Exhibit D – Concept Plan
5. Exhibit E – Phase 1 ESA scope of services
6. Project Information Form
(to be returned with signed agreement)

Attachments:

APPROVAL:

STEWART

Johnston County Community College

MICHAEL BATTS, PLA

Print Name

Print Name

VICE PRESIDENT

Title

Title

Signature

Signature

August 13, 2020

Date

Date



**Civil Engineering & Landscape
Architecture
STANDARD HOURLY RATES**

www.stewartinc.com

2020

CLASSIFICATION	HOURLY RATE
Student Intern	\$ 50.00
Administrative Specialist II	\$ 65.00
CAD Technician	\$ 85.00
Project CAD Technician	\$ 90.00
Designer, Civil Engineering	\$ 95.00
Civil Engineering Intern	\$ 95.00
CAD Leader	\$100.00
Designer, Landscape Architecture	\$100.00
Project Designer, Civil Engineering	\$100.00
Project Designer, Landscape Architecture	\$100.00
Civil Engineering Specialist	\$115.00
Landscape Specialist	\$115.00
Project Civil Engineer	\$115.00
Project Landscape Architect	\$110.00
Civil Engineering Specialist Lead	\$140.00
Landscape Specialist Lead	\$140.00
Project Manager	\$140.00
Senior Project Manager	\$160.00
Studio Leader	\$160.00
Managing Studio Leader	\$160.00
Practice Area Leader	\$190.00

Note: This schedule of rates are subject to adjustment in accordance with annual wage and cost of living increases.

EXHIBIT A - HOURLY RATES

STRONGER BY DESIGN

223 S West Street
Suite 1100

RALEIGH, NC
27603

T 919.380.8750
F 919.380.8752



EXHIBIT B - CONDITIONS OF THE AGREEMENT

Stewart Conditions of the Agreement

1.0 Payments on Account

- 1.1 Invoices for Stewart's services shall be submitted, at Stewart's option, either upon completion of any phase of service or on a monthly basis. Invoices shall be payable when rendered and shall be considered PAST DUE if not paid within 30 days after the invoice date.
- 1.2 Any inquiry or questions concerning the substance or content of an invoice shall be made to Stewart in writing within 10 days of receipt of the invoice. A failure to notify Stewart within this period shall constitute an acknowledgment that the service has been provided and is correct.

2.0 Late Payments

- 2.1 A service charge will be charged at the rate of 1.5% (18% annual percentage rate) per month or the maximum allowable by law on the then outstanding balance of PAST DUE accounts. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.
- 2.2 In the event that any portion of an account remains unpaid 30 days after billing, Stewart may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend or terminate the performance of all services.

3.0 Insurance

- 3.1 Stewart shall secure and endeavor to maintain professional liability insurance and commercial general liability insurance to protect Stewart from claims for negligence, bodily injury, death or property damage which may arise out of the performance of Stewart's services under this Agreement, and from claims under the Worker's Compensation Acts. Stewart shall, if requested in writing, issue certificates confirming such insurance to the Client.

4.0 Standard of Care

- 4.1 The standard of care for all professional services performed or furnished by Stewart under this Agreement will be the skill and care used by members of Stewart's profession practicing under similar circumstances at the same time and in the same locality. Stewart makes no warranties, express or implied, under this Agreement or otherwise, in connection with Stewart's services.

5.0 Indemnifications

- 5.1 The Client shall indemnify and hold harmless Stewart and all of its personnel, from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) to the extent they are caused by the negligent act, error, or omissions by the Client in performance of its services under this Agreement, subject to the provisions in the paragraph below on Risk Allocation.



5.2 Stewart shall indemnify and hold harmless the Client and its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) to the extent they are caused by the negligent act, error, or omissions by Stewart in performance of its services under this Agreement, subject to the provisions in the paragraph below on Risk Allocation.

5.4 Sub-Consultant(s) shall indemnify & hold harmless Consultant & Client from and against all claims, losses, damages, and expenses (including attorney's fees and defense costs) to the extent such claims, losses, damages, or expenses are caused by any negligent act, error, or omission of Sub-Consultant or any person or organization for whom the Sub-Consultant is legally liable.

6.0 Risk Allocation

6.1 In recognition of the relative risks, rewards and benefits of the Project to both the Client and Stewart, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Stewart's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses rising out of this Agreement, from any cause or causes, shall not exceed the amount of our fee. Such causes include, but are not limited to, Stewart's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

7.0 Reuse of Documents

7.1 All documents including calculations, computer files, drawings, and specifications prepared by Stewart pursuant to this Agreement are instruments of professional service intended for the one-time use in construction of this project. They are and shall remain the property of Stewart. Any reuse without written approval or adaptation by Stewart is prohibited.

8.0 Opinion of Probable Construction Costs

8.1 Stewart's opinion of probable construction costs, if rendered as a service under this Agreement, is based on assumed labor costs and approximate quantities of material and equipment, and therefore is of a conditional character. Stewart cannot guarantee the cost of work to be performed by others since market or bidding conditions can change at any time and changes in the scope or quality of the Project may affect estimates.

9.0 Construction Phase Services

9.1 If this Agreement provides for any construction phase services by Stewart, it is understood that the Contractor, not Stewart, is responsible for the construction of the project, and that Stewart is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.



10.0 Mediation

10.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Stewart's services, Stewart may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

10.2 The Client and Stewart shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the North Carolina Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions currently in effect and administered by counsel for the parties. A request for mediation shall be made in writing and delivered to the other party to the Agreement. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

10.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Raleigh, North Carolina, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

10.4 If the parties do not resolve a dispute through mediation pursuant to this Section 10.0, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Client and Stewart do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[☒] Arbitration pursuant to Section 10.3 of this Agreement

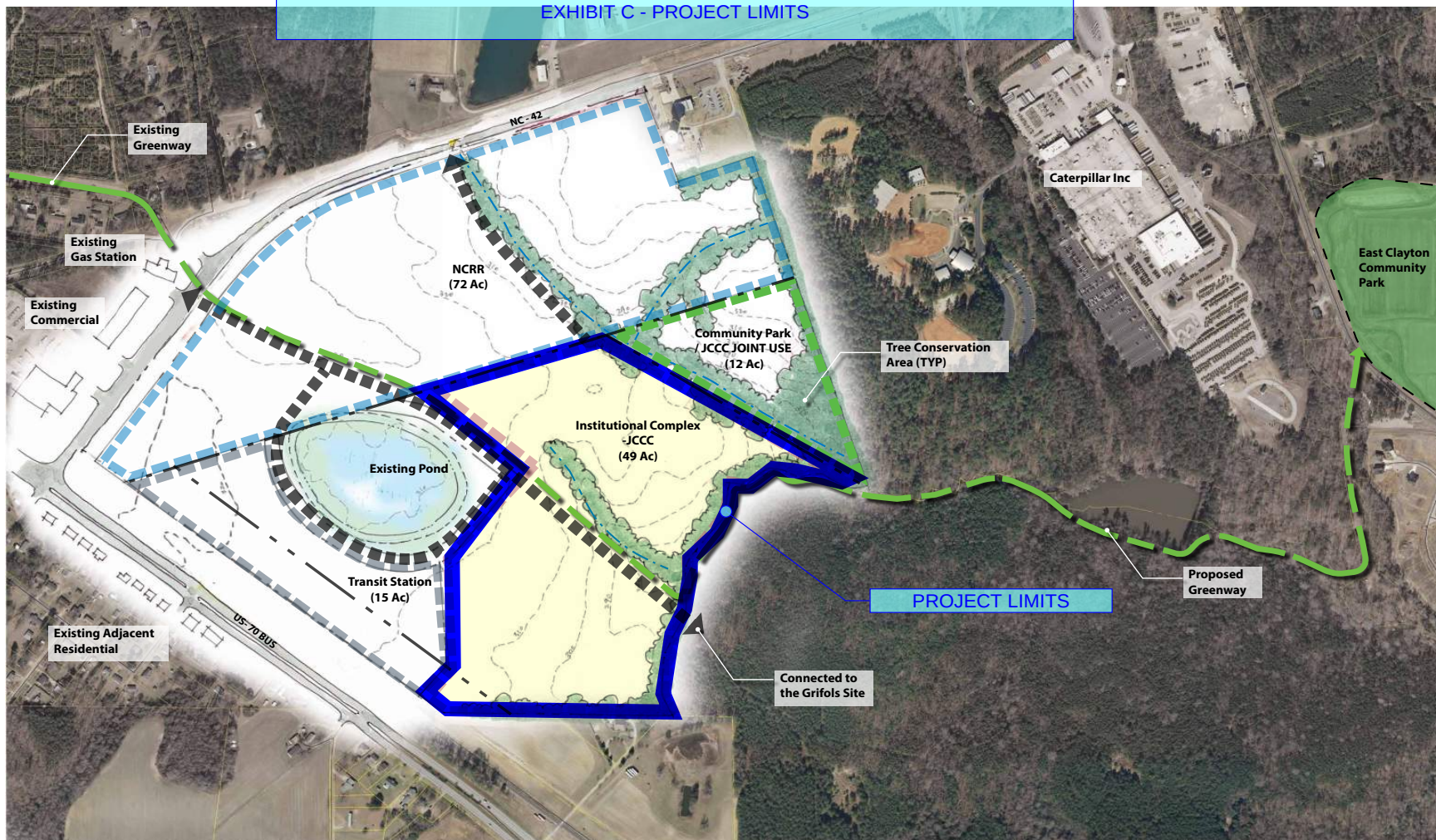
[☐] Litigation in a court of competent jurisdiction

[☐] Other (Specify)

11.0 Termination of Contract

11.1 Client may terminate this Agreement with seven days prior written notice to Stewart for convenience or cause. Stewart may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Stewart has been paid in full all amounts due for services, expenses and other related charges.

EXHIBIT C - PROJECT LIMITS

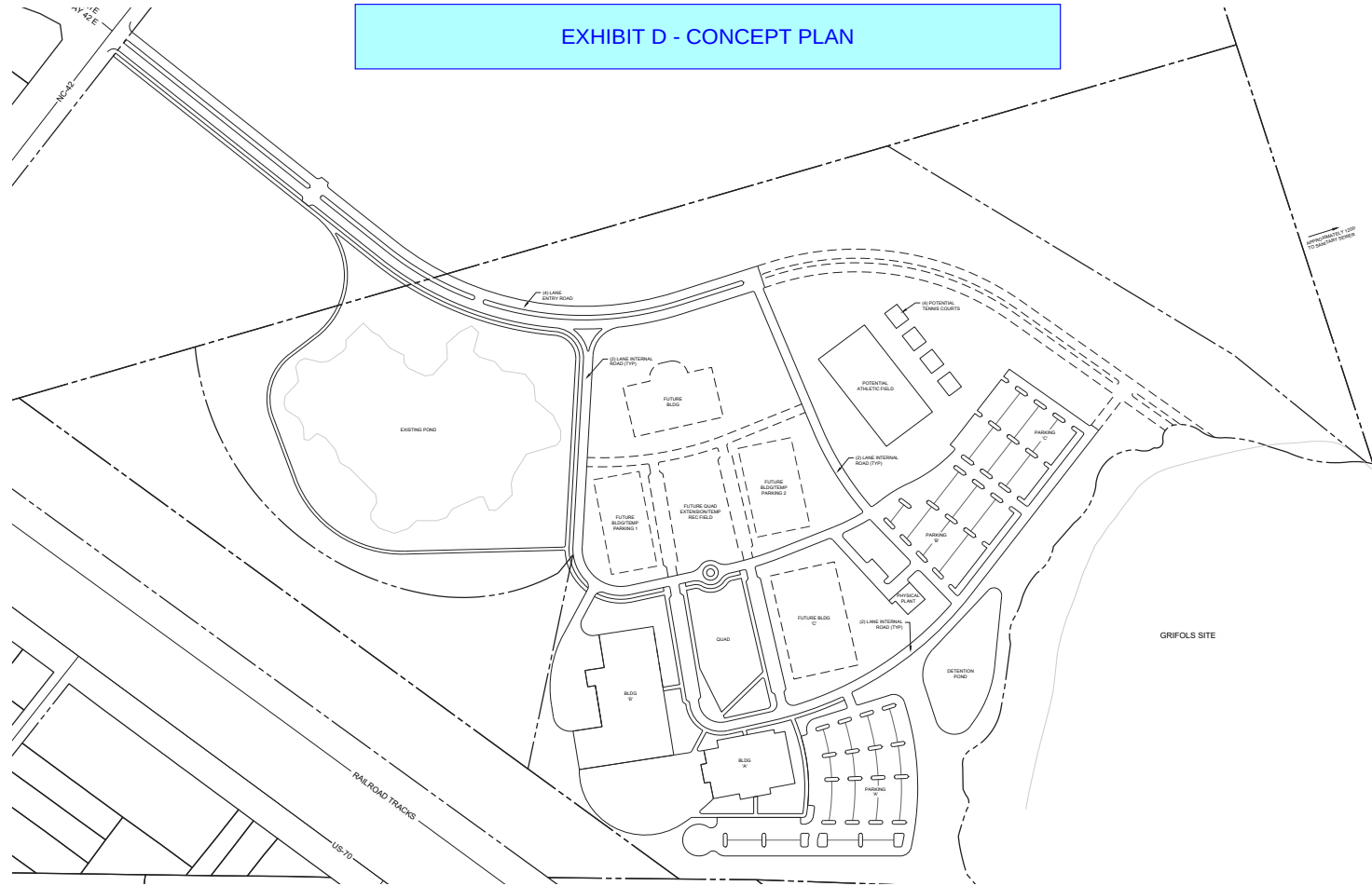


Total Area : 157Ac

US-70 Bus & Rte. 42 Opportunity Area



EXHIBIT D - CONCEPT PLAN



Johnston Community College Master Plan CAMPUS TEST FIT

CLAYTON, NC

03/11/2020





EXHIBIT E - PHASE 1 ESA SCOPE OF SERVICES

Soil & Environmental Consultants, PA

8412 Falls of Neuse Road, Suite 104, Raleigh, NC 27615 • Phone: (919) 846-5900 • Fax: (919) 846-9467
sandec.com

PROPOSAL / AGREEMENT FOR PROFESSIONAL SERVICES

This Proposal /Agreement for Professional Services (the "Agreement") is by and

Between: _____,

located at _____

(hereinafter "Client"), and Soil & Environmental Consultants, PA, a corporation, with its corporate office at 8412 Falls of Neuse Road, Suite 104, Raleigh, North Carolina, 27615 (hereinafter "S&EC").

SITE INFORMATION

S&EC shall provide the services as described below to Client for project located at

JCCC Institutional Complex Property, Johnston County, NC

A(physical location)

Acreage 49

PIN

SERVICES.

Phase I Environmental Assessment, see attached "Scope of work".

Any other work outside of this scope can be performed on an hourly basis. (hereinafter "Services").

DELIVERABLES.

S&EC shall provide the following deliverables to Client in association with the Services described above.

1 Phase I Environmental Assessment Report per ASTM Standard E-1527-13 except as noted
within report. (hereinafter "Deliverables").

Deliverables - In connection with the performance of the Services, S&EC shall deliver to Client one or more reports or other documents reflecting Services provided, the results of such Services or S&EC's evaluation of the results of such Services. All reports and documents delivered to Client are instruments reflecting the Services provided by S&EC pursuant to this agreement and made available for Client's use. All such reports, written documents, original data gathered by S&EC and work papers produced by S&EC in the performance of the Services (collectively, "Work Product") are, and shall remain, the sole and exclusive property of S&EC. The Services, and any data, recommendations, proposals, reports, design criteria, and similar information provided by S&EC to Client pursuant to this Agreement are provided for the exclusive use of the Client on the Project and for purposes intended by Client and disclosed to S&EC as the purpose for requesting the Work and are not to be used or relied upon by third parties without the permission of S&EC.

FEES.

The following fees are associated with the Services and Deliverables described above.

\$2,250.00

Any other work outside of scope can be bill at our Hourly Rates plus expenses, see attached fee
schedule (hereinafter "Fees").

S&EC Contact Name Don Wells

Project Number

Project Name JCCC Institutional Complex Property EA

Date 8-12-20

S&EC OPERATING GUIDELINES

Soil & Environmental Consultants, PA (S&EC) is a professional environmental consulting firm that renders opinions in certain environmental matters. Rules governing most regulated issues (interpreted and governed by local, state and federal agencies) are evolving constantly, and in many cases, affected by the opinions of individuals employed by these governing agencies. Consequently, S&EC cannot guarantee that our opinions will be accepted or permitted by the governing agencies.

Additional work may also be requested by local, state and federal agencies, even when S&EC believes the work previously performed should be sufficient. Such additional work will be billed at our hourly rates as indicated on our fee schedule (if it is beyond the scope of our initial work, and if authorized by the client). If the client fails to authorize additional work requested by the governing agencies, then it will be highly unlikely that permits or other approvals will be obtained. Even then, authorization of the additional work by the client does not imply or constitute a guarantee by S&EC that a permit(s) or approvals will be obtained. In all cases, authorization by the client for S&EC to begin work confirms the client's responsibility to pay all invoices for authorized work regardless of outcome of authorized work.

Any and all subsurface utilities (water, sewer, cable, irrigation, power, telephone, etc.) are to be located by the client before S&EC's site work. The signer of this contract assumes all responsibility for any accidental damage that occurs if the locations of utilities are not clearly and accurately marked prior to commencement of our work.

The above costs assume that portions of the property are not too densely vegetated so as to prohibit a thorough evaluation. If the vegetation requires clearing or partial clearing a new proposal can be drafted so that coordination can be completed with the clearing company.

The time spent on a job will include mobilization, travel time to the site, field work, travel time back to the office, demobilization, report preparation, map preparation and correspondence. Mileage will be billed roundtrip from the nearest S&EC office that provides the type of work requested.

The terms stated in this proposal are valid 90 days from the date of this agreement.

PAYMENT TERMS

(a) Invoices will be submitted monthly by S&EC for payment by Client or immediately upon completion of Services unless other invoicing and payment terms are agreed to in writing and signed by both the Client and S&EC. Payment is due upon receipt and is past due thirty (30) calendar days from date of invoice. If Client has any valid reason for disputing any portion of an invoice, Client will so notify S&EC within ten (10) business days of receipt of invoice by Client, and if no such notification is given, the invoice will be deemed valid. The portion of S&EC's invoice that is not in dispute shall be paid in accordance with the procedures set forth herein.

(b) A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Payments by Client will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorney fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by Client. If payment of invoices is not current, S&EC may suspend performing further work.

AUTHORIZATION

Client (print): _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____

Email address: _____

I understand and agree to all terms of this PROPOSAL / AGREEMENT and hereby authorize S&EC to proceed with the Services as described above.

Signature of Client

Date

As Client, I will require a Certificate of Insurance from Soil & Environmental Consultants, PA ____ Yes ____ No
Client PO# (if applicable) _____

S&EC Contact Name Don Wells

Project Number _____

Project Name JCCC Institutional Complex Property EA

Date 8-12-20

Scope of work for Phase I Environmental Assessment

Completed under ASTM Standard E-1527-13

S&EC proposes to complete a Phase I Environmental Assessment according to standards outlined in ASTM Standard E-1527-13. The major steps to be accomplished in completing the Phase I Environmental Assessment are listed below in general order of occurrence. However the sequence of activities may vary depending on information provided to or obtained by S&EC during the study and other factors.

1. Review available maps, plats, drawings, etc. of the property to develop a good understanding of its physical setting, configuration, boundaries, etc.
2. Obtain information / data from the user of this report in accordance with Purchaser / Client information form attached to this proposal.
3. Analyze user provided information to determine if specific issues are identified for special attention or action during the field reconnaissance and / or interview phase of the study.
4. Review on line the local, state, and federal standard environmental databases and records to determine if the subject property or any adjacent property shows up on any list. If the subject property or any adjacent or nearby property is listed on any database, S&EC will make reasonable investigations, inquiries, etc. to determine the impact of this finding on the use of the property. If an office agency file review is needed then the fees noted above will increase by \$400.00.
5. Review published soils data, topographical data, and hydro-geological information as required to provide insight on conditions regarding soil and water quality, restrictions, etc.
6. Conduct a field reconnaissance of the subject property (per the ASTM standard), including an interior and exterior inspection of any building or other structure on the property, provided S&EC has prior permission to enter buildings and provided that reasonable, safe entry can be made into the building or structure. The field reconnaissance will address items that can be reasonably and physically observed.
7. Perform a field inventory and visual inspection of adjacent property uses, types of businesses / industries present, etc. and geographic position with respect to subject property.
8. Conduct interviews with current and past owners, operators, and / or occupants as necessary and as information is provided to establish current and past uses, disposal

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Project Number _____

Project Name JCCC Institutional Complex Property EA

Date 8-12-20

of wastes, manufacturing operations, environmental mandates, etc. relative to the subject property.

9. Environmental professional (EP) shall review and evaluate all information gathered, shall identify data gaps and ascertain their impact on report findings, and shall develop conclusions as to the subject property's environmental condition. The EP shall also develop, as appropriate, recommendations for further investigations, Phase II sampling, etc.
10. A report will be prepared, in accordance with the format as outlined in the ASTM standard, that documents the work completed by S&EC and presents findings, conclusions, and recommendations resulting from the study. The report will be presented to the client in the number of copies of deliverables as identified.
11. S&EC will respond to all reasonable questions from the user(s) or other parties given reliance on the report for a period of 60 days from the time the report is completed.

This study does not include sampling and analysis of potential asbestos-containing materials (ACM's), potential lead based paint areas, potential mold/mildew areas, contents of barrels and other containers, and for the presence of radon gas. It does not include any type of Phase II soil/water sampling activities or vapor intrusion assessments. S&EC can expand the scope of this study upon written request to include these additional parameters.

This scope of work is valid for 90 days from the date given above.

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Project Name JCCC Institutional Complex Property EA

Date 8-12-20

SOIL & ENVIRONMENTAL CONSULTANTS, PA
SPECIAL CONDITIONS FOR PHASE I ENVIRONMENTAL ASSESSMENTS

- A. Written permission from the owner(s) to enter property(s) and to inspect the interior and exterior of all buildings will be provided to S&EC by the client on or before the date of the field reconnaissance. S&EC will notify the client at least one week before the date of field reconnaissance, unless the client requests a time frame for the assessment which does not allow for the one week notice. If S&EC deems entry into a building / structure to be unsafe, that building / structure will not receive an interior inspection. If S&EC has to return to the site for a building(s) / structure(s) inspection because of a previous lack of access, that time will be billed over and above the proposal price at the contract hourly rate for the personnel's additional hours.
- B. The client will provide S&EC with correct information on the current property owner(s) and past property owner(s) since back to 1940. That information will include names, addresses, and phone numbers or other means of contact. The scope of this study does not include development of a chain-of-title for the property or extensive research / investigations by S&EC for the purpose of identifying present and past owners. If this information is not provided to S&EC at least four days prior to the due date of the report, S&EC will utilize ownership information that is available. Any resulting data gap in the information will be identified and analyzed by S&EC for its potential impact on the findings of the report and that information will be included in the report.
- C. S&EC will prepare the Phase I Environmental Assessment Report in the standard format prescribed by ASTM Standard E-1527-13 unless the client provides S&EC an alternate report format at the time this document is returned by the client to S&EC. Additional fees will be charged (at the standard rates above) for the actual time required if it is necessary to rewrite the report in another format after it has been started or completed in the S&EC format. Information on S&EC's standard format will be furnished upon request.
- D. Prior to submission of the final report to the client, S&EC must have a signed contract in our possession with the purchaser / client data sheet completed and the appropriate client name and billing address specified. If the client data sheet is returned incomplete, S&EC will contact client about deficiencies and if not corrected prior to four days before the report is due, S&EC will proceed with study and report preparation without that information. Any resulting data gaps will be identified, analyzed for their impact on report findings, and documented in the report.
- E. Client assumes all responsibilities for deficiencies in reports resulting from data gaps caused by client's failure to provide requested information / permissions, etc. within specified time frames.

S&EC Contact Name Don Wells

Project Number _____

Project Name JCCC Institutional Complex Property EA

Date 8-12-20



Soil & Environmental Consultants, PA

8412 Falls of Neuse Road, Suite 104, Raleigh, NC 27615 • Phone: (919) 846-5900 • Fax: (919) 846-9467
sandec.com

FEE SCHEDULE

Fees effective August 1, 2008

<u>Invoice (Timesheet) Designation</u>	<u>Hourly Billing Rate</u>	<u>Applicable Titles</u>
Professional VII (PVII)	\$175.00	Principal
Professional VI (PVI)	\$150.00	Senior Professional
Professional V (PV)	\$125.00	PE, LSS III
Professional IV (PIV)	\$110.00	Regulatory Specialist II, Wetland/Environmental Scientist IV, LSS II
Professional III (PIII)	\$95.00	Regulatory Specialist I, Wetland/Environmental Scientist III, LSS I
Professional II (PII)	\$85.00	Wetland/Environmental Scientist II, SSIT II
Technician II (TII), Professional I (PI)	\$75.00	Wetland/Environmental Scientist I, SSIT I, Technician II
Technician I (TI)	\$65.00	Technician I
Clerical II (CII)	\$55.00	Clerical II
Clerical I (CI)	\$45.00	Clerical I
Technical Expert (EX)	\$300.00	Deposition / Expert Witness Testimony
<u>Reimbursable Expenses</u>		
Air Travel	Cost plus 15%	
Lodging	Cost plus 15%	
Food (Overnight travel only)	Cost plus 15%	
Mileage	Current federal rate rounded down to the nearest cent	
Subconsultants & Subcontractors	Cost plus 15%	
Permits, Application Fees, etc.	Cost plus 15%	
DWQ Check Writing Fee	\$100.00	
Courier	Cost plus 15%	

NOTE: Pass Through Equipment or Field Supplies will have a 15% handling fee.

MINIMUM PROJECT FEE = \$300.00

All fees are subject to change without prior notice.

The time spent on a job will include travel time to and from the site, fieldwork, document preparation, map preparation, meetings, and correspondence. Mileage will be billed roundtrip from the nearest S&EC office that provides the type of work requested.

S&EC Contact Name Don Wells

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Date 8-12-20

SOIL & ENVIRONMENTAL CONSULTANTS, PA

**CLIENT / PURCHASER QUESTIONNAIRE FOR ENVIRONMENTAL EVALUATIONS
under EPA "ALL APPROPRIATE INQUIRIES RULE"**

**NOTE: PLACE NO, NONE, OR DON'T KNOW IN BLANK AS APPLICABLE - DON'T LEAVE UNFILLED
BLANKS!!! ATTACH ADDITIONAL INFORMATION TO THIS FORM IF NECESSARY**

Property Name or Identification: _____ County: _____

Address or Location: _____

Approximate Size: _____ PIN # or other identification: _____

Located Within Incorporated Area: yes ___ name _____ no ___

What is your reason for completing an environmental investigation on this property and what use will
be made of the report documenting that investigation?

Current Property Owner(s): _____

Address(s): _____

Telephone #(s): _____

Past Property Owner(s): _____

Contact Information: _____

Purchaser Relationship to Current or Past Property Owner(s), Occupant(s), or Operator(s) - (if any –
describe business, relative, social, other relationships):

Purchaser's specialized knowledge of ongoing or past uses of the property that relate to potential
environmental concerns (i.e. manufacturing operations and processes, use of chemicals on the
property, disposal of waste materials, etc.) – describe briefly: _____

Purchaser's knowledge of any current or past land use controls, land use restrictions, or engineering /
institutional controls that are in effect on the property, especially as related to environmental issues:

S&EC Contact Name Don Wells

Project Number _____

Project Name JCCC Institutional Complex Property EA

Date 8-12-20

Purchaser's knowledge of any current or past significant spills or other releases of chemicals, petroleum products, or other types of hazardous materials on the property:

Purchaser's knowledge of any current or past environmental cleanup liens, environmental lawsuits, governmental mandates or actions, or other past, current, or pending actions related to environmental contamination problems on this property:

Purchaser's knowledge of any obvious conditions or obvious indicators on this property that point to the presence or likely presence of environmental contamination problems on this property:

Relationship of proposed or pending purchase price to fair market value: Are you aware of any proposed reduction or other modification of the fair market value of this property related to current or past environmental contamination problems or environmental liabilities - if yes please describe and estimate amount or extent of reduction (i.e. slight, moderate, or major):

I hereby certify that the information on this form is correct to the best of my knowledge and belief as of this date.

NAME OF INDIVIDUAL COMPLETING FORM: _____

SIGNATURE: _____

TITLE (if applicable) _____

ADDRESS: _____

PHONE #(s): _____

DATE SIGNED: _____

S&EC Contact Name Don Wells

Project Number _____

Project Name JCCC Institutional Complex Property EA

Date 8-12-20



Stewart's Project #: _____

PROJECT INFORMATION FORM

Client Name: _____

Client Project #, PO or Contract #: _____
(to be shown on invoice)

Client Project Manager or Key Contact: _____

Email Address _____ Phone # _____

Client Project Name for Invoicing: _____

Invoice Mailing Address:

Client's Accounts Payable Contact:

Name: _____

Phone: _____

Email: _____

Invoices should be sent to the attention of:

Invoices should be sent by: Mail _____ Email _____ Both _____

Date invoices must be received by Client: _____

Special invoice format required: _____ Yes _____ No (If yes, please forward the template)

Billing Percentages:

Does contract stipulate percentages we can bill per month/phase? : ____ Yes ____ No

Construction Phase Billing -

Specify percentage/amount per month to be billed during Construction Admin:

Please complete all information and return to
accountsreceivable@stewartinc.com



Raleigh Office
T 919.380.8750

223 S. West Street
Suite 1100
Raleigh, NC 27604

August 13, 2020

Patrick Pierce, MPA
Economic Development Director
Town of Clayton
111 East Second Street | PO Box 879 | Clayton, NC 27528

Re: **Proposal for Professional Services**
Scope: Pre-Development Services – Site Constraints Analysis and Land Use Planning rev.1
Project: **Project Goodwill**
Location: **Clayton, NC**

Dear Patrick:

STEWART is pleased to provide you with this proposal for Pre-Development Services associated with Project Goodwill in Clayton, NC. We appreciate the opportunity to assist you with this initial phase of the project and look forward to working with you in this regard.

Please find below our project understanding, scope of work and proposed compensation. If, upon review, you have any questions, we would be happy to discuss them with you and make any appropriate revisions to the scope and fees.

PROJECT UNDERSTANDING:

The Town of Clayton wishes to contract with Stewart to provide Pre-Development Services for land use planning associated with an opportunity area adjacent to Grifols Therapeutics expansion area. As illustrated in Exhibit C – Project Limits, Stewart understands the project area is comprised of three parcel(s) containing PINs (166808-78-6185, 16680-86-0769, and 166811-76-0449 and is generally located at the intersection of Rte. 42 and Rte. 70 in Clayton, NC.

SCOPE OF SERVICES:

Task 1 – Project Management, Owner Representation and Stakeholder Engagement:
The Town of Clayton staff will lead the effort to organize meetings and garner participation by stakeholders with the participation by Stewart as requested.

1. Participate as requested by the Town of Clayton to coordinate stakeholders for common dialogue:
 - i. Town of Clayton
 - ii. Johnston County
 - iii. Johnston County Community College (JCCC)
 - iv. Grifols Therapeutics
 - v. NCDOT
 - vi. North Carolina Railroad



- vii. Caterpillar
2. Represent JCCC, Town of Clayton and others for coordination of site design parameters
3. Organize and prepare overall project schedule, action items and coordination items for distribution to stakeholders

Task 2 – NCDOT Roadway Coordination:

The Town of Clayton staff will lead the effort to coordinate participation by NCDOT with preparation of exhibits by Stewart as requested.

1. Determine recommended roadway improvements (type) & recommended turn lanes (location and typical length)
2. Determine access points and driveway spacing
3. Utility improvements/Encroachments

NOTE: Traffic Impact Analysis scoping or preparation are excluded from this scope of services and anticipated to be required as a condition of future development.

Task 3 – Utility Planning

The Town of Clayton staff will lead the effort to verify conceptual services routing and capacity with Stewart preparing exhibits and calculations as requested.

This Task is associated with the anticipated Town-owned parcel areas: Transit Center and Park only. Utility planning for Johnston County Community College is under separate agreement.

1. Sewer
 - i. Evaluation of existing sewer basin capacity and the potential need for upgrades based upon desired uses and their potential impact on the project.
 - ii. Preliminary lift station location/preliminary concept design report
 - iii. Site Conceptual sewer (horizontal)
 - iv. Sewer Study - down-stream capacity for potential upsizing
2. Water
 - i. Availability and pressure of water for the site, as known. Assume one meeting with the town for utility capacity discussion.
 - ii. Hydrant Flow test
 - iii. Site conceptual water (horizontal)

NOTE: the preparation of a water model is excluded and if requested will require additional fees

3. Stormwater
 - i. Evaluation of stormwater needs, based on use of the site and its surroundings, topography, and assumed geology based on USDA soils maps
 - ii. Stormwater Control Measure (SCM) conceptual sizing and device type
 - iii. Provide summary of pros/cons for regional vs site specific SCM(s)
 - iv. Determine maximum impervious area assumptions

Task 4 – Transit Center and Shared Parking:

1. Determine Program for Transit Park and Ride Commuter Rail Facility



2. Review program with Johnston Area Transit System (JCATS) and Go Triangle
 - i. Site Design
 - ii. Access and Circulation
 - iii. Passenger Transit Interface
 - iv. Programming Requirements
- b. Design Guidelines
 - i. Recommended transit platform length and type
 - ii. Recommended total parking
 - iii. Recommended support services and associated land allocations

Task 5 – Coordination with Town Zoning:

The Town of Clayton staff will lead the effort to verify the appropriate zoning types, Stewart will accommodate any zoning considerations within the Conceptual Development Potential Plan.

1. Coordinate with Town Planning Director to determine recommended zoning classification
2. Coordinate with Town Planning Director to determine recommended potential zoning conditions

Task 6 – Environmental Constraints Coordination:

1. Review existing conditions information provided information by McGill
2. Prepare summary of environmental constraints allocated by phase
3. Coordinate preparation of and summarize results of Phase 1 Environmental Risk Assessment

Task 6.1 – Phase 1 Environmental Site Assessment (ESA)

Stewart will engage an environmental engineering sub-consultant to prepare the ESA, see attached Exhibit E – Phase 1 ESA scope of services:

Soil and Environmental Consultants, PA
8412 Falls of Neuse Road, Suite 104, Raleigh, NC 27615

Task 7 – Conceptual Park Area Grading Study

Stewart will prepare one conceptual grading study to illustrate the feasibility of various park program types with the goal to confirm if sports fields or accessible open passive areas could be envisioned for the site.

Task 8 – Conceptual Development Potential Plan:

1. Prepare for and conduct internal charette to review the Concept Plan, site constraints and opportunities.
2. Prepare up to two (2) DRAFT development concept plans based on the Concept Plan with opinion of the highest and best use of the property.
3. Prepare for and attend a meeting with the stakeholders to garner comments and feedback
4. Prepare REFINED concept plan based on stakeholder comments



5. Prepare for and attend a meeting with the stakeholders to garner comments and input
6. Prepare PREFERRED concept plan based on stakeholder comments
7. Prepare for and attend a meeting with the stakeholders to garner comments and input
8. Prepare FINAL PREFERRED concept plan based on stakeholder comments

TASK 1-8 DELIVERABLES:

1. Final illustrative plan for the project (this graphic plan will be diagrammatic in nature) based on Task 7
2. Final concept grading sketch indicating site constraints and potential development slopes
3. Final summary memo based on findings of Tasks 1-6 and the FINAL PREFERRED concept development plan
 - a. TASK 1 - Meeting Minutes and Summary of stakeholder meeting decisions/outcomes
 - b. TASK 2 - NCDOT Roadway classification and design and construction considerations
 - c. TASK 3 - Sewer, water and stormwater conceptual layout and design and construction considerations
 - d. TASK 4 - Transit Center and shared parking conceptual layout and design considerations
 - e. TASK 5 - Recommended zoning classification and potential zoning conditions
 - f. TASK 6 - Environmental constraints, development considerations and risk factors
 - g. TASK 6.1 - Phase 1 ESA Report

SCHEDULE:

Upon receipt of Notice to Proceed, the deliverables will be completed within **120** business days.

COMPENSATION:

Stewart agrees to provide the professional services outlined above in the Scope of Services on a lump sum basis, unless otherwise noted, according to the following fee schedule.

Description: Scope of Services		Base Fee	Fee Type
Task 1	Project Management, Owner Representation and Stakeholder Engagement	\$3,000	Hourly not-to-exceed
Task 2	NCDOT Roadway Coordination	\$2,500	Lump sum
Task 3	Utility Planning	\$4,000	Lump sum
Task 4	Transit Center and Shared Parking	\$5,500	Lump sum
Task 5	Coordination with Town Zoning	\$500	Lump sum
Task 6	Environmental Constraints Coordination	\$1,500	Lump sum
Task 6.1	Phase 1 Environmental Site Assessment	\$2,650	Lump Sum
Task 7	Conceptual Park Grading Study	\$1,500	Lump Sum
Task 8	Conceptual Development Potential Plan	\$15,000	Lump sum
TOTAL BASIC SERVICES		\$36,150	

Expenses in an amount not to exceed \$1,000 are included in the above fees.



ADDITIONAL SERVICES:

Any request by the Client to complete items not contained in the scope of services, or items outlined as exclusions, will be deemed as Additional Services to this Agreement. Additional Services will be provided if requested by the Client for a negotiated lump sum fee or at our Standard Hourly Billing Rates.

CLIENT RESPONSIBILITIES:

It shall be the responsibility of the Client to provide the following items:

- Provide access to the site (if applicable)
- Provide notice of scheduled meetings (with reasonable advanced notice)
- Provide decisions on critical issues as necessary in a timely manner
- Payment of all invoices per Conditions of the Agreement



CONCLUSION:

This document may serve as the scope of services associated with an Individual Project Order under the umbrella of our Master Services Agreement in place with the Town of Clayton. Included in the agreement are the standard Hourly Rate Schedule, Exhibit A, Conditions of the Agreement, Exhibit B, Project Limits, Exhibit C and Concept Plan, Exhibit D. If this proposal is acceptable, please execute and return a copy of the Agreement and the Project Information Form to this office.

Do not hesitate to contact us if you have any questions regarding our proposal. Please give us the opportunity to clarify any details of this proposal or to revise it if it appears that we have misunderstood some portion of the scope of services.

Respectfully submitted:
STEWART

Christopher Miller, PLA
Studio Leader, Landscape Architecture

Attachments:

1. Exhibit A - Standard Hourly Rate Schedule
2. Exhibit B - Conditions of the Agreement
3. Exhibit C - Project Limits
4. Exhibit D - Concept Plan
5. Exhibit E - Phase 1 ESA scope of services
6. Project Information Form (to be returned with signed agreement)

APPROVAL:

STEWART

MICHAEL BATTS, PLA

Print Name

VICE PRESIDENT

Title

Signature

JULY 9, 2020

Date

Town of Clayton

Print Name

Title

Signature

Date



**Civil Engineering & Landscape
Architecture
STANDARD HOURLY RATES**

www.stewartinc.com

2020

CLASSIFICATION	HOURLY RATE
Student Intern	\$ 50.00
Administrative Specialist II	\$ 65.00
CAD Technician	\$ 85.00
Project CAD Technician	\$ 90.00
Designer, Civil Engineering	\$ 95.00
Civil Engineering Intern	\$ 95.00
CAD Leader	\$100.00
Designer, Landscape Architecture	\$100.00
Project Designer, Civil Engineering	\$100.00
Project Designer, Landscape Architecture	\$100.00
Civil Engineering Specialist	\$115.00
Landscape Specialist	\$115.00
Project Civil Engineer	\$115.00
Project Landscape Architect	\$110.00
Civil Engineering Specialist Lead	\$140.00
Landscape Specialist Lead	\$140.00
Project Manager	\$140.00
Senior Project Manager	\$160.00
Studio Leader	\$160.00
Managing Studio Leader	\$160.00
Practice Area Leader	\$190.00

Note: This schedule of rates are subject to adjustment in accordance with annual wage and cost of living increases.

EXHIBIT A - HOURLY RATES

STRONGER BY DESIGN

223 S West Street
Suite 1100

RALEIGH, NC
27603

T 919.380.8750
F 919.380.8752



EXHIBIT B - CONDITIONS OF THE AGREEMENT

Stewart Conditions of the Agreement

1.0 Payments on Account

- 1.1 Invoices for Stewart's services shall be submitted, at Stewart's option, either upon completion of any phase of service or on a monthly basis. Invoices shall be payable when rendered and shall be considered PAST DUE if not paid within 30 days after the invoice date.
- 1.2 Any inquiry or questions concerning the substance or content of an invoice shall be made to Stewart in writing within 10 days of receipt of the invoice. A failure to notify Stewart within this period shall constitute an acknowledgment that the service has been provided and is correct.

2.0 Late Payments

- 2.1 A service charge will be charged at the rate of 1.5% (18% annual percentage rate) per month or the maximum allowable by law on the then outstanding balance of PAST DUE accounts. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.
- 2.2 In the event that any portion of an account remains unpaid 30 days after billing, Stewart may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend or terminate the performance of all services.

3.0 Insurance

- 3.1 Stewart shall secure and endeavor to maintain professional liability insurance and commercial general liability insurance to protect Stewart from claims for negligence, bodily injury, death or property damage which may arise out of the performance of Stewart's services under this Agreement, and from claims under the Worker's Compensation Acts. Stewart shall, if requested in writing, issue certificates confirming such insurance to the Client.

4.0 Standard of Care

- 4.1 The standard of care for all professional services performed or furnished by Stewart under this Agreement will be the skill and care used by members of Stewart's profession practicing under similar circumstances at the same time and in the same locality. Stewart makes no warranties, express or implied, under this Agreement or otherwise, in connection with Stewart's services.

5.0 Indemnifications

- 5.1 The Client shall indemnify and hold harmless Stewart and all of its personnel, from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) to the extent they are caused by the negligent act, error, or omissions by the Client in performance of its services under this Agreement, subject to the provisions in the paragraph below on Risk Allocation.



5.2 Stewart shall indemnify and hold harmless the Client and its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) to the extent they are caused by the negligent act, error, or omissions by Stewart in performance of its services under this Agreement, subject to the provisions in the paragraph below on Risk Allocation.

5.4 Sub-Consultant(s) shall indemnify & hold harmless Consultant & Client from and against all claims, losses, damages, and expenses (including attorney's fees and defense costs) to the extent such claims, losses, damages, or expenses are caused by any negligent act, error, or omission of Sub-Consultant or any person or organization for whom the Sub-Consultant is legally liable.

6.0 Risk Allocation

6.1 In recognition of the relative risks, rewards and benefits of the Project to both the Client and Stewart, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Stewart's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses rising out of this Agreement, from any cause or causes, shall not exceed the amount of our fee. Such causes include, but are not limited to, Stewart's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

7.0 Reuse of Documents

7.1 All documents including calculations, computer files, drawings, and specifications prepared by Stewart pursuant to this Agreement are instruments of professional service intended for the one-time use in construction of this project. They are and shall remain the property of Stewart. Any reuse without written approval or adaptation by Stewart is prohibited.

8.0 Opinion of Probable Construction Costs

8.1 Stewart's opinion of probable construction costs, if rendered as a service under this Agreement, is based on assumed labor costs and approximate quantities of material and equipment, and therefore is of a conditional character. Stewart cannot guarantee the cost of work to be performed by others since market or bidding conditions can change at any time and changes in the scope or quality of the Project may affect estimates.

9.0 Construction Phase Services

9.1 If this Agreement provides for any construction phase services by Stewart, it is understood that the Contractor, not Stewart, is responsible for the construction of the project, and that Stewart is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.



10.0 Mediation

10.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Stewart's services, Stewart may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

10.2 The Client and Stewart shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the North Carolina Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions currently in effect and administered by counsel for the parties. A request for mediation shall be made in writing and delivered to the other party to the Agreement. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

10.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Raleigh, North Carolina, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

10.4 If the parties do not resolve a dispute through mediation pursuant to this Section 10.0, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Client and Stewart do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[☒] Arbitration pursuant to Section 10.3 of this Agreement

[☐] Litigation in a court of competent jurisdiction

[☐] Other (Specify)

11.0 Termination of Contract

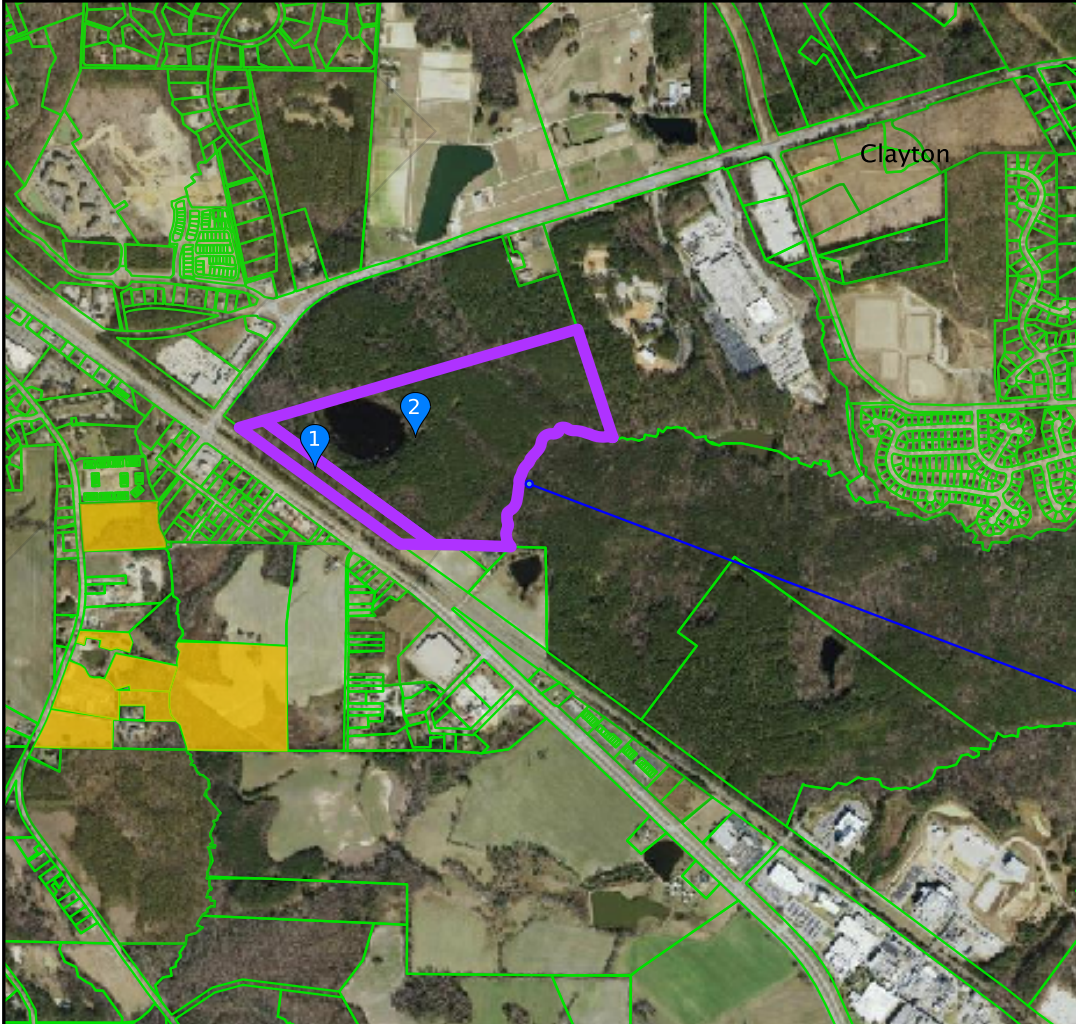
11.1 Client may terminate this Agreement with seven days prior written notice to Stewart for convenience or cause. Stewart may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Stewart has been paid in full all amounts due for services, expenses and other related charges.

EXHIBIT C - PROJECT LIMITS



*** DISCLAIMER ***

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



Result 1

id: 05H04002C
Tag: 05H04002C
NCPin: 166811-76-0449
Mapsheet No: 166811
Owner Name 1: GRIFOLS THERAPEUTICS LLC
Owner Name 2:
Mail Address 1:
Mail Address 2: PO BOX 110526
Mail Address 3: DURHAM, NC 27709-5526
Site Address 1:
Site Address 2:
Book: 05086
Page: 0823
Market Value: 77540
Assessed Acreage: 8.900
Calc. Acreage: 9.580
Sales Price: 0
Sale Date: 2018-01-11

PROJECT LIMITS



Scale: 1:20120 - 1 in. = 1676.66 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 29, 2020

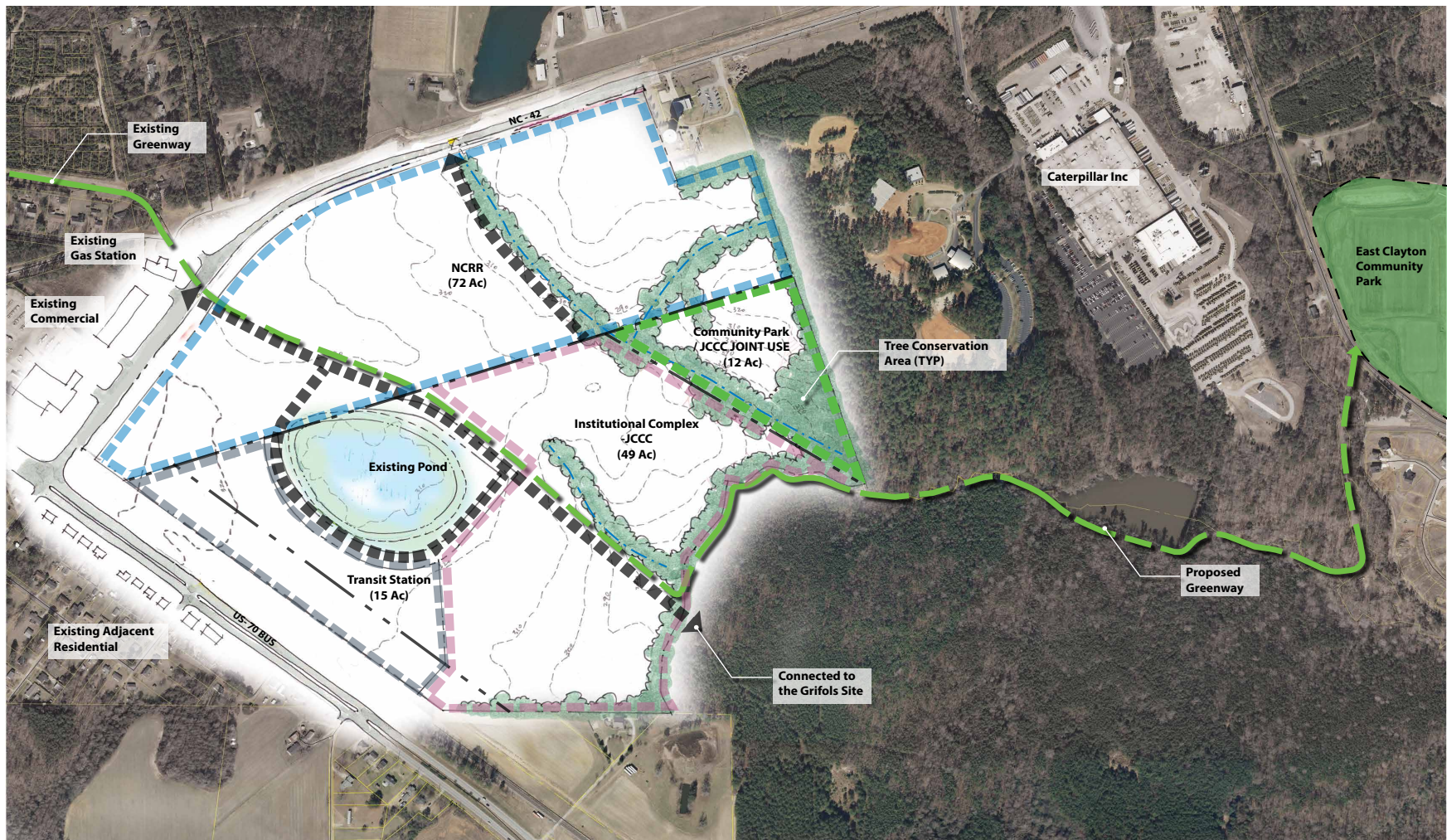


***** DISCLAIMER *****

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

Result 2

id: 05H03198S
Tag: 05H03198S
NCPin: 166800-86-0769
Mapsheet No: 1668
Owner Name 1: GRIFOLS THERAPEUTICS LLC
Owner Name 2:
Mail Address 1:
Mail Address 2: PO BOX 110526
Mail Address 3: DURHAM, NC 27709-5526
Site Address 1:
Site Address 2:
Book: 05086
Page: 0823
Market Value: 932200
Assessed Acreage: 93.220
Calc. Acreage: 90.410
Sales Price: 0
Sale Date: 2018-01-11



Total Area : 157Ac

US-70 Bus & Rte. 42 Opportunity Area

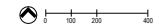


EXHIBIT D - CONCEPT PLAN 2018

EXHIBIT E - PHASE 1 ESA SCOPE OF SERVICES



Soil & Environmental Consultants, PA

8412 Falls of Neuse Road, Suite 104, Raleigh, NC 27615 • Phone: (919) 846-5900 • Fax: (919) 846-9467
sandec.com

PROPOSAL / AGREEMENT FOR PROFESSIONAL SERVICES

This Proposal /Agreement for Professional Services (the "Agreement") is by and

Between: _____,

located at _____

(hereinafter "Client"), and Soil & Environmental Consultants, PA, a corporation, with its corporate office at 8412 Falls of Neuse Road, Suite 104, Raleigh, North Carolina, 27615 (hereinafter "S&EC").

SITE INFORMATION

S&EC shall provide the services as described below to Client for project located at

Town of Clayton Community Park Property, Johnston County, NC

A(physical location)

Acreage 27

PIN

SERVICES.

Phase I Environmental Assessment, see attached "Scope of work".

Any other work outside of this scope can be performed on an hourly basis. (hereinafter "Services").

DELIVERABLES.

S&EC shall provide the following deliverables to Client in association with the Services described above.

1 Phase I Environmental Assessment Report per ASTM Standard E-1527-13 except as noted
within report. (hereinafter "Deliverables").

Deliverables - In connection with the performance of the Services, S&EC shall deliver to Client one or more reports or other documents reflecting Services provided, the results of such Services or S&EC's evaluation of the results of such Services. All reports and documents delivered to Client are instruments reflecting the Services provided by S&EC pursuant to this agreement and made available for Client's use. All such reports, written documents, original data gathered by S&EC and work papers produced by S&EC in the performance of the Services (collectively, "Work Product") are, and shall remain, the sole and exclusive property of S&EC. The Services, and any data, recommendations, proposals, reports, design criteria, and similar information provided by S&EC to Client pursuant to this Agreement are provided for the exclusive use of the Client on the Project and for purposes intended by Client and disclosed to S&EC as the purpose for requesting the Work and are not to be used or relied upon by third parties without the permission of S&EC.

FEES.

The following fees are associated with the Services and Deliverables described above.

\$2,150.00

Any other work outside of scope can be bill at our Hourly Rates plus expenses, see attached fee
schedule (hereinafter "Fees").

S&EC Contact Name Don Wells

Project Number

Project Name Town of Clayton Community Park Property EA

Date 8-12-20

S&EC OPERATING GUIDELINES

Soil & Environmental Consultants, PA (S&EC) is a professional environmental consulting firm that renders opinions in certain environmental matters. Rules governing most regulated issues (interpreted and governed by local, state and federal agencies) are evolving constantly, and in many cases, affected by the opinions of individuals employed by these governing agencies. Consequently, S&EC cannot guarantee that our opinions will be accepted or permitted by the governing agencies.

Additional work may also be requested by local, state and federal agencies, even when S&EC believes the work previously performed should be sufficient. Such additional work will be billed at our hourly rates as indicated on our fee schedule (if it is beyond the scope of our initial work, and if authorized by the client). If the client fails to authorize additional work requested by the governing agencies, then it will be highly unlikely that permits or other approvals will be obtained. Even then, authorization of the additional work by the client does not imply or constitute a guarantee by S&EC that a permit(s) or approvals will be obtained. In all cases, authorization by the client for S&EC to begin work confirms the client's responsibility to pay all invoices for authorized work regardless of outcome of authorized work.

Any and all subsurface utilities (water, sewer, cable, irrigation, power, telephone, etc.) are to be located by the client before S&EC's site work. The signer of this contract assumes all responsibility for any accidental damage that occurs if the locations of utilities are not clearly and accurately marked prior to commencement of our work.

The above costs assume that portions of the property are not too densely vegetated so as to prohibit a thorough evaluation. If the vegetation requires clearing or partial clearing a new proposal can be drafted so that coordination can be completed with the clearing company.

The time spent on a job will include mobilization, travel time to the site, field work, travel time back to the office, demobilization, report preparation, map preparation and correspondence. Mileage will be billed roundtrip from the nearest S&EC office that provides the type of work requested.

The terms stated in this proposal are valid 90 days from the date of this agreement.

PAYMENT TERMS

(a) Invoices will be submitted monthly by S&EC for payment by Client or immediately upon completion of Services unless other invoicing and payment terms are agreed to in writing and signed by both the Client and S&EC. Payment is due upon receipt and is past due thirty (30) calendar days from date of invoice. If Client has any valid reason for disputing any portion of an invoice, Client will so notify S&EC within ten (10) business days of receipt of invoice by Client, and if no such notification is given, the invoice will be deemed valid. The portion of S&EC's invoice that is not in dispute shall be paid in accordance with the procedures set forth herein.

(b) A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Payments by Client will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorney fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by Client. If payment of invoices is not current, S&EC may suspend performing further work.

AUTHORIZATION

Client (print): _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____

Email address: _____

I understand and agree to all terms of this PROPOSAL / AGREEMENT and hereby authorize S&EC to proceed with the Services as described above.

Signature of Client

Date

As Client, I will require a Certificate of Insurance from Soil & Environmental Consultants, PA ____ Yes ____ No
Client PO# (if applicable) _____

S&EC Contact Name Don Wells

Project Number _____

Project Name Town of Clayton Community Park Property EA

Date 8-12-20

Scope of work for Phase I Environmental Assessment

Completed under ASTM Standard E-1527-13

S&EC proposes to complete a Phase I Environmental Assessment according to standards outlined in ASTM Standard E-1527-13. The major steps to be accomplished in completing the Phase I Environmental Assessment are listed below in general order of occurrence. However the sequence of activities may vary depending on information provided to or obtained by S&EC during the study and other factors.

1. Review available maps, plats, drawings, etc. of the property to develop a good understanding of its physical setting, configuration, boundaries, etc.
2. Obtain information / data from the user of this report in accordance with Purchaser / Client information form attached to this proposal.
3. Analyze user provided information to determine if specific issues are identified for special attention or action during the field reconnaissance and / or interview phase of the study.
4. Review on line the local, state, and federal standard environmental databases and records to determine if the subject property or any adjacent property shows up on any list. If the subject property or any adjacent or nearby property is listed on any database, S&EC will make reasonable investigations, inquiries, etc. to determine the impact of this finding on the use of the property. If an office agency file review is needed then the fees noted above will increase by \$400.00.
5. Review published soils data, topographical data, and hydro-geological information as required to provide insight on conditions regarding soil and water quality, restrictions, etc.
6. Conduct a field reconnaissance of the subject property (per the ASTM standard), including an interior and exterior inspection of any building or other structure on the property, provided S&EC has prior permission to enter buildings and provided that reasonable, safe entry can be made into the building or structure. The field reconnaissance will address items that can be reasonably and physically observed.
7. Perform a field inventory and visual inspection of adjacent property uses, types of businesses / industries present, etc. and geographic position with respect to subject property.
8. Conduct interviews with current and past owners, operators, and / or occupants as necessary and as information is provided to establish current and past uses, disposal

S&EC Contact Name Don Wells

Project Number _____

Project Name Town of Clayton Community Park Property EA

Date 8-12-20

of wastes, manufacturing operations, environmental mandates, etc. relative to the subject property.

9. Environmental professional (EP) shall review and evaluate all information gathered, shall identify data gaps and ascertain their impact on report findings, and shall develop conclusions as to the subject property's environmental condition. The EP shall also develop, as appropriate, recommendations for further investigations, Phase II sampling, etc.
10. A report will be prepared, in accordance with the format as outlined in the ASTM standard, that documents the work completed by S&EC and presents findings, conclusions, and recommendations resulting from the study. The report will be presented to the client in the number of copies of deliverables as identified.
11. S&EC will respond to all reasonable questions from the user(s) or other parties given reliance on the report for a period of 60 days from the time the report is completed.

This study does not include sampling and analysis of potential asbestos-containing materials (ACM's), potential lead based paint areas, potential mold/mildew areas, contents of barrels and other containers, and for the presence of radon gas. It does not include any type of Phase II soil/water sampling activities or vapor intrusion assessments. S&EC can expand the scope of this study upon written request to include these additional parameters.

This scope of work is valid for 90 days from the date given above.

S&EC Contact Name Don Wells

Project Number _____

Project Name Town of Clayton Community Park Property EA

Date 8-12-20

SOIL & ENVIRONMENTAL CONSULTANTS, PA
SPECIAL CONDITIONS FOR PHASE I ENVIRONMENTAL ASSESSMENTS

- A. Written permission from the owner(s) to enter property(s) and to inspect the interior and exterior of all buildings will be provided to S&EC by the client on or before the date of the field reconnaissance. S&EC will notify the client at least one week before the date of field reconnaissance, unless the client requests a time frame for the assessment which does not allow for the one week notice. If S&EC deems entry into a building / structure to be unsafe, that building / structure will not receive an interior inspection. If S&EC has to return to the site for a building(s) / structure(s) inspection because of a previous lack of access, that time will be billed over and above the proposal price at the contract hourly rate for the personnel's additional hours.
- B. The client will provide S&EC with correct information on the current property owner(s) and past property owner(s) since back to 1940. That information will include names, addresses, and phone numbers or other means of contact. The scope of this study does not include development of a chain-of-title for the property or extensive research / investigations by S&EC for the purpose of identifying present and past owners. If this information is not provided to S&EC at least four days prior to the due date of the report, S&EC will utilize ownership information that is available. Any resulting data gap in the information will be identified and analyzed by S&EC for its potential impact on the findings of the report and that information will be included in the report.
- C. S&EC will prepare the Phase I Environmental Assessment Report in the standard format prescribed by ASTM Standard E-1527-13 unless the client provides S&EC an alternate report format at the time this document is returned by the client to S&EC. Additional fees will be charged (at the standard rates above) for the actual time required if it is necessary to rewrite the report in another format after it has been started or completed in the S&EC format. Information on S&EC's standard format will be furnished upon request.
- D. Prior to submission of the final report to the client, S&EC must have a signed contract in our possession with the purchaser / client data sheet completed and the appropriate client name and billing address specified. If the client data sheet is returned incomplete, S&EC will contact client about deficiencies and if not corrected prior to four days before the report is due, S&EC will proceed with study and report preparation without that information. Any resulting data gaps will be identified, analyzed for their impact on report findings, and documented in the report.
- E. Client assumes all responsibilities for deficiencies in reports resulting from data gaps caused by client's failure to provide requested information / permissions, etc. within specified time frames.

S&EC Contact Name Don Wells

Project Number _____

Project Name Town of Clayton Community Park Property EA

Date 8-12-20



Soil & Environmental Consultants, PA

8412 Falls of Neuse Road, Suite 104, Raleigh, NC 27615 • Phone: (919) 846-5900 • Fax: (919) 846-9467
sandec.com

FEE SCHEDULE

Fees effective August 1, 2008

<u>Invoice (Timesheet) Designation</u>	<u>Hourly Billing Rate</u>	<u>Applicable Titles</u>
Professional VII (PVII)	\$175.00	Principal
Professional VI (PVI)	\$150.00	Senior Professional
Professional V (PV)	\$125.00	PE, LSS III
Professional IV (PIV)	\$110.00	Regulatory Specialist II, Wetland/Environmental Scientist IV, LSS II
Professional III (PIII)	\$95.00	Regulatory Specialist I, Wetland/Environmental Scientist III, LSS I
Professional II (PII)	\$85.00	Wetland/Environmental Scientist II, SSIT II
Technician II (TII), Professional I (PI)	\$75.00	Wetland/Environmental Scientist I, SSIT I, Technician II
Technician I (TI)	\$65.00	Technician I
Clerical II (CII)	\$55.00	Clerical II
Clerical I (CI)	\$45.00	Clerical I
Technical Expert (EX)	\$300.00	Deposition / Expert Witness Testimony
<u>Reimbursable Expenses</u>		
Air Travel	Cost plus 15%	
Lodging	Cost plus 15%	
Food (Overnight travel only)	Cost plus 15%	
Mileage	Current federal rate rounded down to the nearest cent	
Subconsultants & Subcontractors	Cost plus 15%	
Permits, Application Fees, etc.	Cost plus 15%	
DWQ Check Writing Fee	\$100.00	
Courier	Cost plus 15%	

NOTE: Pass Through Equipment or Field Supplies will have a 15% handling fee.

MINIMUM PROJECT FEE = \$300.00

All fees are subject to change without prior notice.

The time spent on a job will include travel time to and from the site, fieldwork, document preparation, map preparation, meetings, and correspondence. Mileage will be billed roundtrip from the nearest S&EC office that provides the type of work requested.

S&EC Contact Name Don Wells

Project Number _____

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Date 8-12-20

SOIL & ENVIRONMENTAL CONSULTANTS, PA

**CLIENT / PURCHASER QUESTIONNAIRE FOR ENVIRONMENTAL EVALUATIONS
under EPA "ALL APPROPRIATE INQUIRIES RULE"**

**NOTE: PLACE NO, NONE, OR DON'T KNOW IN BLANK AS APPLICABLE - DON'T LEAVE UNFILLED
BLANKS!!! ATTACH ADDITIONAL INFORMATION TO THIS FORM IF NECESSARY**

Property Name or Identification: _____ County: _____

Address or Location: _____

Approximate Size: _____ PIN # or other identification: _____

Located Within Incorporated Area: yes ___ name _____ no ___

What is your reason for completing an environmental investigation on this property and what use will
be made of the report documenting that investigation?

Current Property Owner(s): _____

Address(s): _____

Telephone #(s): _____

Past Property Owner(s): _____

Contact Information: _____

Purchaser Relationship to Current or Past Property Owner(s), Occupant(s), or Operator(s) - (if any –
describe business, relative, social, other relationships):

Purchaser's specialized knowledge of ongoing or past uses of the property that relate to potential
environmental concerns (i.e. manufacturing operations and processes, use of chemicals on the
property, disposal of waste materials, etc.) – describe briefly: _____

Purchaser's knowledge of any current or past land use controls, land use restrictions, or engineering /
institutional controls that are in effect on the property, especially as related to environmental issues:

S&EC Contact Name Don Wells

Project Number _____

Project Name Town of Clayton Community Park Property EA

Date 8-12-20

Purchaser's knowledge of any current or past significant spills or other releases of chemicals, petroleum products, or other types of hazardous materials on the property:

Purchaser's knowledge of any current or past environmental cleanup liens, environmental lawsuits, governmental mandates or actions, or other past, current, or pending actions related to environmental contamination problems on this property:

Purchaser's knowledge of any obvious conditions or obvious indicators on this property that point to the presence or likely presence of environmental contamination problems on this property:

Relationship of proposed or pending purchase price to fair market value: Are you aware of any proposed reduction or other modification of the fair market value of this property related to current or past environmental contamination problems or environmental liabilities - if yes please describe and estimate amount or extent of reduction (i.e. slight, moderate, or major):

I hereby certify that the information on this form is correct to the best of my knowledge and belief as of this date.

NAME OF INDIVIDUAL COMPLETING FORM: _____

SIGNATURE: _____

TITLE (if applicable) _____

ADDRESS: _____

PHONE #(s): _____

DATE SIGNED: _____

S&EC Contact Name Don Wells

Project Number _____

Project Name Town of Clayton Community Park Property EA

Date 8-12-20



Stewart's Project #: _____

PROJECT INFORMATION FORM

Client Name: _____

Client Project #, PO or Contract #: _____
(to be shown on invoice)

Client Project Manager or Key Contact: _____

Email Address _____ Phone # _____

Client Project Name for Invoicing: _____

Invoice Mailing Address:

Client's Accounts Payable Contact:

Name: _____

Phone: _____

Email: _____

Invoices should be sent to the attention of:

Invoices should be sent by: Mail _____ Email _____ Both _____

Date invoices must be received by Client: _____

Special invoice format required: _____ Yes _____ No (If yes, please forward the template)

Billing Percentages:

Does contract stipulate percentages we can bill per month/phase? : ____ Yes ____ No

Construction Phase Billing -

Specify percentage/amount per month to be billed during Construction Admin:

Please complete all information and return to
accountsreceivable@stewartinc.com

Town of Clayton
Amendment to the FY 20-21 Budget

BE IT HEREBY ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON that the following amendments shall be made to the FY 20-21 Budget:

Fund: General Fund

<u>Line Item</u>	<u>Previous Appropriation</u>	<u>Adjustment</u>	<u>Revised Appropriation</u>
Revenue			
100-40-00-48 99	Fund Balance Appropriated \$2,355,824	+36,000	\$2,391,824
Expenditures			
100-43-02-56 00	Professional Services \$27,220	+36,000	\$63,220

Explanation:

Amendment to appropriate fund balance to fund the Town's proportionate share of the cost to perform a feasibility study for a regional economic development partnership project. This amendment is required for compliance with G.S. 159-15.

Duly adopted this the 5th day of October, 2020 while in regular session.

Jody L. McLeod
Mayor

Attest:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk



Town Council Agenda Cover Sheet

Meeting Date

October 5, 2020

Agenda Location

New Business

Item Title

Main St. Oh to Ug Electric Conversion Cost & Information

Presenter

Tony Pearce, Utility Electric Consultants, PC

Summary/Description

Electric Department consultant UEC task to give a summary and cost for converting "All " overhead utilities to underground utilities on Main St. from Robertson to Smith St.

Requested Action

Informational Only

Funding Source (If Applicable):

N/A

Cost: N/A Yes ☐ No ☒

Additional Documents to be Included in Agenda Packet

Meeting Timeline



Town Council Agenda Cover Sheet

Meeting Date

October 5, 2020

Agenda Location

New Business

Item Title

Highway 42 / 70 Mowing Contract

Presenter

Steve Blasko, Public Works Operations Manager

Summary/Description**Current Mowing Contract**

In July of 2020 the Town of Clayton contracted with Diamond Lawn Care LLC to maintain Highway 42 / 70, the WWTP, the Railroad right of way along Front St, portions of Main St and various areas in Town. They have not met our expectations and have been asked to stop services immediately. We have been in negotiations with the 2nd lowest bidder, Lane Lawn Care LLC and have been successful in procuring an October 19 start date. Mr. Lane currently mows for the Towns of Smithfield and Benson and comes highly recommended with years of experience in mowing busy highways and parks.

The Town budgeted \$130,933.00 for the mowing contract and Mr. Lane has agreed to accept the contract at \$12,166.66 / per month for the remainder of the year. Due to a late start by our current contractor, we have \$109,003.00 remaining in the budget and Mr. Lanes cost will be for \$108,416.61 keeping us under budget for the FY 2020.

Requested Action

Approval

Approve Landscaping proposal from Lane Lawn Care LLC and authorize the Town Manager to execute the contract.

Funding Source (If Applicable):

N/A

Cost: N/A Yes ☐ No ☒

Additional Documents to be Included in Agenda Packet

Cost proposal from Lane Lawn Car LLC

Meeting Timeline

September 21, 2020 Town Council Meeting and further updates as needed.



Town Council Agenda Cover Sheet

Meeting Date

October 5, 2020

Agenda Location

Staff Reports

Item Title

Staff Report: Library Update regarding Active Reading Experiences Grant from the State Library

Presenter

Joy Garretson

Summary/Description

In the Spring of 2020, the library wrote and received a grant to purchase/create a number of backpack kits to assist pre-school children and families in the building of literacy skills for math, language, and socialization. The backpacks are now ready to lend, and we want you to see them. We'll also give an update on programming.

Requested Action

Informational Only

Funding Source (If Applicable):

N/A

Cost: N/A Yes ☐ No ☒

Additional Documents to be Included in Agenda Packet

Powerpoint slides

Meeting Timeline

Staff Reports