



**Town of Clayton
Regular Town Council Meeting Agenda
Monday, May 18, 2020 @ 6:00 PM**

**ANY PUBLIC COMMENT SHOULD BE FORWARDED TO THE
TOWN CLERK NO LATER THAN NOON THE DAY OF THE MEETING.
PLEASE INCLUDE YOUR NAME & ADDRESS. ALL RECEIVED
PUBLIC COMMENTS WILL BE READ INTO THE RECORD BY THE
TOWN CLERK.**

EMAIL: KMOFFETT@TOWNOFCLAYTONNC.ORG

**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 CLAYTON TOWN COUNCIL MEETING WILL BE HELD REMOTELY.**
- **THE COUNCIL CHAMBERS WILL BE CLOSED TO THE PUBLIC.**
- **ANY PUBLIC COMMENT SHOULD BE FORWARDED TO THE TOWN CLERK NO LATER
THAN NOON THE DAY OF THE MEETING. PLEASE INCLUDE YOUR NAME AND
ADDRESS. PUBLIC COMMENT WILL BE READ INTO THE RECORD BY THE TOWN
CLERK.**

EMAIL: KMOFFETT@TOWNOFCLAYTONNC.ORG

**THE PUBLIC MAY VIEW THE LIVE COUNCIL MEETING ON THE TOWN'S YOU TUBE CHANNEL:
<http://www.youtube.com/c/TownofClaytonNC1869>**

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 - May 4, 2020 - Regular Meeting**
[May 4 2020 DRAFT Minutes](#)
- b. **Warranty Acceptances**
 - **Ashcroft Subdivision, Phases 5 & 6**
 - **Glen Haven Subdivision, Phase 4 - FINAL**

[Ashcroft Subdivision, Phases 5 & 6](#)
[Glen Haven Subdivision, Phase 4](#)

- c. Rules of Procedure Update - Remote Meeting Policy
[Rules of Procedures Remote Meeting](#)
- d. 2020 NC Attorney General Environmental Enhancement Grant
[Cover](#)
[Resolution](#)
- e. Parks and Recreation Trust Fund (PARTF) Grant - Clayton Middle School
[Cover](#)
[PARTF Grant Application](#)
- f. Reimbursement Agreement - Sanitary Sewer Infrastructure
[Cover](#)
[Sewer Reimbursement Agreement - Villages at Parkview](#)
[Estimate - Villages at Parkview](#)
- g. Reimbursement Agreement - Street Repairs
[Cover](#)
[Agreement Academy Point, LLC - 160A-309 Roadway Infrastructure](#)
[Agreement - Final](#)
[Attachment A.1- Wilson Street](#)
[Attachment A.2 - Mial and Rosemary Street](#)
[Attachment A.3 - Conceptual Sketch showing Wilson, Mial and Rosemary Street Work Limits](#)

POTENTIAL ACTION:

Adoption of Consent Agenda as Presented

4. ADMINISTRATIVE ITEMS

5. INTRODUCTIONS AND SPECIAL PRESENTATIONS

6. PUBLIC HEARINGS

- a. Code of Ordinance Amendment - Chapter 400 - Access
Presenter: Samantha Wullenwaber, Planning Director
**Anyone wishing to offer comments at this Public Hearing will need to contact the Town Clerk no later than 12:00 noon the day of the meeting to be provided with information regarding remote meeting participation. You may contact the Town Clerk via email @ kmoffett@townofclaytonnc.org or via phone at 919-553-5002.*

[Cover](#)
[Application](#)
[Newspaper Ad](#)
[Memo of Support - Advisory Board](#)
[Option 1 - Variance May 2020 Strikethrough Copy](#)
[Option 1- Variance May 2020 FINAL Clean Copy](#)
[Option 2- Waiver May 2020 FINAL Strikethrough Copy](#)
[Option 2- Waiver May 2020 FINAL Clean Copy](#)
[May 2020 FINAL Staff Report](#)
[Planning Board Recommendation](#)
[Consistency Statement](#)

POTENTIAL ACTION:
Agenda for Decision

Hold Public Hearing & Place on June 1, 2020

7. OLD BUSINESS

8. NEW BUSINESS

- a. Capital Project Fund Creation - Town Hall Parking Lot

Presenter: Robert McKie, Finance Director

[Cover](#)

[Ordinance #2020-05-02 - Town Hall Parking Lot Expansion](#)

[Ordinance #2020-05-03 - Water & Sewer Budget Amendment Transfer](#)

POTENTIAL ACTION:
05-03

Adoption of Ordinances #2020-05-02 & #2020-

9. STAFF REPORTS

- a. Town Manager

- b. Town Attorney

- c. Town Clerk

- d. Other Staff

- Utility Billings & AMI Update

Presenter: Ann Game, Customer Service Director

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, May 4, 2020 @ 6:00 PM

COUNCIL PRESENT:

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

STAFF PRESENT:

Adam Lindsay, Town Manager
Nancy Medlin, D/Town Manager
Katherine Ross, Town Attorney
Kimberly Moffett, Town Clerk
Robert McKie, Finance Director
Stacy Beard, Communications Director
Rich Cappola, Public Services Director
Heidi Holland, Deputy Town Clerk

COUNCIL ABSENT:

1 CALL TO ORDER

Pledge of Allegiance and Invocation

- a) Mayor McLeod called the meeting to order at 6:00 p.m. He led everyone in the Pledge of Allegiance and offered 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) DRAFT Minutes
- April 20, 2020 - Regular Town Council Meeting
- b) Warranty Acceptance
- Walton Farm - Phases 1-3 and 8-9
 - Walton Farm - Phase 4
- c) Resolutions Awarding Service Weapons and Badges to Retiring Police Officers
- Captain John Coley - Retiring May 28, 2020 with 28 Years of Service
 - Sergeant Keith Garner - Retiring June 30, 2020 with 11 Years of Service

ACTION: Adoption of Consent Agenda as Presented

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

4 ADMINISTRATIVE ITEMS

5 INTRODUCTIONS AND SPECIAL PRESENTATIONS

6 PUBLIC HEARINGS

7 OLD BUSINESS

- a) Budget Ordinance - Basement Renovation
Presenter: Robert McKie, Finance Director

Mr. McKie presented and shared information regarding this budget ordinance in reference to basement renovation project. The funds being used for this project are inspection revenue restricted funds. The Inspections Department staff will be relocating their office to this location when renovations are complete. This will allow for extra growth in town hall. There were no questions from council.

Council Member Grannis stated he was in full support of the project, but would have preferred if a different source of funding had been used.

ACTION: Adoption of Ordinance #2020-05-01

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

8 NEW BUSINESS

9 STAFF REPORTS

- a) Town Manager
Presenter: Adam Lindsay, Town Manager
- Budget Update

Mr. Lindsay offered appreciation to Town Clerk Moffett and Deputy Town Clerk Holland as this is Municipal Clerk Week. The Mayor and council offered their thanks and appreciation as well.

Mr. Lindsay provided an update regarding the impact of the '19-'20 Fiscal Year. He shared information regarding what some of the impacts related to COVID-19 might be to our current economy. He discussed sales tax revenues and predicted decline for the 2nd quarter. He also discussed Cultural Arts, Community Center and Library and program/events that had to be cancelled. Also discussed were the utility billing including no disconnections, no late fees, and no reconnection fees as well as offering a 6 month payment plan for those who need it. Council Member Holder asked about the total of fees that would be lost for 2 months of non-payments and fees. Mr. Lindsay stated it was approximately \$150,000. With regard to development activity we have not seen any slowdown. There is a hiring freeze for non-essential positions and

there is also a travel freeze in place. Also shared was a comparison of our fund balance and general fund revenue. There is a positive in revenue that will carry us through the remainder of this fiscal year and we believe we will be in the positive by year end. Council Member Holder shared concerns about public safety funds not being used. Mr. Lindsay stated a large portion is probably due to lap salaries and is for both the Fire and Police Departments. Mr. McKie stated he could compile and share information to council. Mr. Lindsay also provided information regarding the Water & Sewer Fund. We are still positive as well. Also shared was information regarding the Electric Fund, which is also positive. Mr. Lindsay also shared information regarding consumption of utilities for residential, commercial and industrial. There is a slight increase in industrial usage.

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

10 OTHER BUSINESS

- a) Informal Discussion & Public Comment

Ms. Moffett stated that she had not received any public comment for the meeting.

- b) Council Comments

Council Member Grannis offered his thanks to all staff for all they done during this difficult time. He also offered his appreciation to Clayton citizens for all their efforts with stay at home and social distancing orders. He stated he understood the frustrations people are feeling. He also acknowledged all the small business owners and the impact they are experiencing. He also added we are not out of the woods yet and our new normal will be different, but it is important that citizens know we understand their pain and truly appreciate all they are doing.

Mayor McLeod stated the state was going to share out COVID information by zip codes. Mr. Lindsay stated that information was available and he would share that information with all council.

11 ADJOURNMENT

- a) Adjourn the Meeting

With there being nothing further, the meeting was adjourned at 6:32 p.m.

ACTION: Motion to Adjourn

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

Duly adopted this the 18th day of May, 2020 while in regular session.

Jody L. McLeod
Mayor

ATTEST:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk

May 4, 2020
Minutes



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

MEMORANDUM

To: Kimberly Moffett, Town Clerk

From: Chris Rowland, Construction Project Administrator 

Copy: Donnie Adams, Adams & Hodge Engineering
Karen Durham, Engineering & Inspection Coordinator
Dave DeYoung, Riverwild

Date: April 30, 2020

Subject: Ashcroft Subdivision, Phases 5 & 6

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



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

MEMORANDUM

To: Kimberly Moffett, Town Clerk
From: Andy Simerman, Construction Project Administrator
Copy: Steven Sanderson, Sanderson Engineering
Lori Bryant, Development Services Coordinator
Date: May 4th, 2020
Subject: Glen Haven Subdivision– Phase 4

Please place a final acceptance request for the referenced public sewer, water, storm sewer utilities, streets and all pertinent easements on the next available agenda.

TOWN OF CLAYTON
Clayton Town Council
RULES OF PROCEDURE
Amendment
~~April 20~~ May 18, 2020

Rule 25: Special Rules of Procedures

Members of the Clayton Town Council ("Council") may remotely participate in official meetings of the Council when any of the following entities declare that a state of emergency or a disaster exists in an area including the Town of Clayton: the federal government of the United States of America; the Government of the State of North Carolina through the Governor of the State of North Carolina or other method permitted by Chapter 166A of the North Carolina General Statutes; Johnston County, North Carolina; or the Town of Clayton, through the Mayor or other methods permitted by the Clayton Code of Ordinances, subject to the following rules and procedures:

1. Remote participation may be allowed for regular, special, or emergency meetings of the Council.
2. Remote participation shall not be allowed for quasi-judicial hearings.
3. A Council Member needing to participate in a meeting remotely must notify the Clerk to the Town Council of the need for remote participation and request approval by the Mayor of his/her remote participation at least 24 hours prior to the start of the meeting, unless advance notice is impractical.
4. At the start of the official meeting and prior to participating in deliberations, the Mayor shall announce any Council Members participating remotely. Such Council Member shall identify himself or herself ~~and state the reason that he/she is participating remotely.~~
5. A Council Member participating remotely shall be provided with documents to be considered during the meeting.
6. A Council Member participating remotely shall participate via simultaneous and/or electronic communication and must be fully heard, and if possible seen, by other members of the Council and other individuals in attendance at or listening to the meeting. Use of telephone, internet, or satellite enabled audio or video conferencing, or any other technology that enables the remote participant to be clearly audible to one another is necessary. If clear audio is not available, the Mayor may elect to disallow or discontinue the remote participation.
7. A Council Member participating remotely shall provide a voice vote which can be heard and recorded if participating by telephone and shall provide a voice and hand vote if participating by video. If all Council Members are participating remotely, all votes shall be done by Council Members participating remotely will not be permitted to vote on any quasi-judicial matters coming before the Council. Prior to taking a vote on any issue, the Mayor, ~~or~~ other presiding officer, ~~or Clerk~~ shall inquire of each Council Member participating remotely if he or she is prepared to vote.

7.8. Any Council Member who is participating remotely shall be counted as present for purposes of a quorum as long as simultaneous communication (at a minimum audio) is maintained for that member. A Council Member who has withdrawn from a meeting without being excused by majority vote of the remaining members present (but remains in simultaneous communication) shall be counted as present for purposes of determining whether or not a quorum is present. A Council Member ~~attending remotely that withdraws from the meeting without being excused from further attendance shall not be considered~~ present by simultaneous communication but who does not provide a voice vote on an item shall be considered an affirmative vote on that item ~~before Council. If a Council Member attending remotely becomes disconnected from the meeting, the Council Member shall not be counted as an affirmative.~~



Town Council Agenda Cover Sheet

Meeting Date

May 18, 2020

Agenda Location

Consent Agenda

Item Title

Grant Application – 2020 NC Attorney General Environmental Enhancement Grant (EEG)

Presenter

Joshua Baird, Town Engineer

Summary/Description

Susan Locklear is applying for EEG funding through the NC Attorney General's Office. Three applications will be submitted.

Legend Park Stream Stabilization/Landfill Remediation Project: The streambank has garbage from an old landfill leaching into the stream. The waste material will need to be removed and the streambank stabilized as part of the remediation plan. At this time we do not know where this project is prioritized with regard to State funding through the Waste Management Division, Pre-Regulatory Landfill Unit. We are proposing to offer a 5% monetary contribution, with a maximum of \$25,000, with the grant application.

East Clayton Park SCM Remediation and Education Project: The proposed project would re-establish the functionality of the SCM's at the Park and be utilized as an educational opportunity for the citizens through signage describing devices' purpose and importance. We are proposing to offer a \$25,000 monetary contribution to gain favor with the Grantor.

Neuse Ridge Drive Stream Stabilization Project: The streambank has severe erosion which will be mitigated through the implementation of proven natural stream design techniques such as boulder toe revetment and boulder vane, along with enhancing the riparian buffer. No match will be proposed with grant application.

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**

Click or tap here to enter text.

**RESOLUTION FOR THE TOWN OF TO APPLY FOR ENVIRONMENTAL
ENHANCEMENT GRANT THROUGH THE NORTH CAROLINA
ATTORNEY GENERAL'S OFFICE**

WHEREAS, the Town of Clayton Town Council desires to apply for funding through the NC Attorney General's Office; and

WHEREAS, the Town of Clayton will submit a total of three project applications, as listed below.

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

1. The Town of Clayton is authorized to submit applications for funding through the NC Attorney General's Office for the following three projects:
2. **Legend Park Stream Stabilization/Landfill Remediation Project** to include a proposed 5% monetary contribution with a maximum of \$25,000 with the grant application.
3. **East Clayton Park SCM Remediation and Education Project** to include a proposed offer of a \$25,000 monetary contribution with the grant application.
4. **Neuse Ridge Drive Stream Stabilization Project** which will NOT include any proposed monetary match with the grant application.

Duly adopted this the 18th day of May, 2020 while in regular session.

Jody McLeod
Mayor

ATTEST:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk



Town Council Agenda Cover Sheet

Meeting Date

May 18, 2020

Agenda Location

Consent Agenda

Item Title

Parks and Recreation Trust Fund (PARTF) Grant-Clayton Middle School

Presenter

Scott Barnard, Parks and Recreation Director

Summary/Description

The Town received a 56K Open Space Grant from Johnston County toward improvements at Clayton Middle School. We would like to leverage the 56K toward an additional 56K, bring the total project to 112K. The project would include field improvements, irrigation, fence removals and a multisport court. These improvements will allow more sports to be played on the site and increase the flexibility of the existing fields to better accommodate football, soccer, lacrosse and various ages for baseball and softball.

Regardless of our success with the PARTF application, we will still have the 56K from the county open space grant. If we are rewarded, the match will be the county grant funds-thus no town dollars are needed to complete the project as planned.

Requested Action

Provide Direction to Staff

Funding Source (If Applicable):

Johnston County Open Space Grant

Cost: N/A Yes ☐ No ☒

Additional Documents to be Included in Agenda Packet

Attached is county open space grant application which includes the project description.

Meeting Timeline

Click or tap here to enter text.

JOHNSTON COUNTY BOARD OF COMMISSIONERS
P.O. Box 1049
SMITHFIELD, NORTH CAROLINA 27577

APPLICATION FOR OPEN SPACE FUND GRANT

Deadline to Apply for Funding is: February 17, 2020

APPLICANT INFORMATION

Organization Making Application Town of Clayton Parks and Recreation, NC

Date of Establishment of Organization 1869

Brief Structure of Organization The Parks and Recreation Department is a department of the Town of Clayton. The department provides recreation programs and park facilities for citizens and visitors.

Contact Name Scott Barnard, Parks and Recreation Director

Address 715 Amelia Church Road, PO Box 879; Clayton, NC 27528

Phone (Home) _____ (Work) 919-553-1550 (Cell) 919-842-6731

PROPERTY INFORMATION

Physical Address 490 Guy Rd, Clayton, NC 27520

Tax Parcel Number 05G02013T

Size of Property 25.45 acres

Property Owner Name Johnston County Schools

ZONING INFORMATION

Zoning Designation School

Is the Proposed Project in Compliance with the Current Zoning? Yes

Will Project Require Rezoning or Special Use Permits Prior to Disbursement of Funds? No
(Please provide documentation from the appropriate municipal representative verifying zoning compliance)

PROJECT INFORMATION

- 1) Project Description and Cost Estimate (by line-items)
(If additional space is needed, please attach separate sheet)

In partnership with the Clayton Civitan and Neuse River Football Association, Clayton Parks and Recreation will make improvements to the existing sports fields. These improvements will benefit the Clayton Middle School daytime users and afterschool programs as well as non school user groups that currently use the facilities when not in use by the school.

Budget	Material	Materials and Labor	
Infield Mix-Baseball	\$ 2,000.00		
Infield Mix-Softball	\$ 2,000.00		
Soccer Goals w/ wheels and weights x 6	\$ 9,000.00		
Combo Soccer/Football Goal x 2	\$ 6,500.00		
Topdress x 2 Football/Soccer	\$ 8,000.00		
Kompan Multisport Goals x 2	\$ 16,000.00		
Concrete pad 60x100 installed		\$ 48,000.00	
Fence removal-soccer/football		\$ 3,000.00	
Roof Repair Dugouts x 4	\$ 6,000.00		
Irrigation Repair		\$ 4,000.00	
Fence repair		\$ 2,500.00	
Contingency 10%		\$ 10,700.00	
	\$ 49,500.00	\$ 68,200.00	\$ 117,700.00
Grant			\$ 56,995.00
Match			\$ 2,849.75
Funds Available			\$ 59,844.75
Project Budget			\$ 117,700.00
Deficit			\$ (57,855.25)

- 2) One Page Project Justification Statement (Statement should include who will benefit from the project, as well as the amount of community support and other pertinent information. Please attach to this form.)
Pending from NRFA and Clayton Little League.

The participants in Clayton Parks and Recreation programs, including youth sports and summer camps, will benefit from the increased access to facilities in close proximity to ones owned/managed by Clayton Parks and Recreation. Clayton Parks and Recreation intends to enter into a joint use agreement for the routine maintenance of the field in exchange for access to the sports fields, gymnasium and non-classroom spaces when available. The additional fields and gyms will allow for growth and better accommodation of current programs. Our intent is to be a partner to Clayton Middle School and to be able to provide a level of maintenance and thus quality of sports fields that is not often possible on a middle school site due to time and budget restraints. Today, Clayton Parks and Recreation partners with CLL, and NRFA on other facilities and CLL, and NRFA have previously/recently rented and maintained these fields seasonally. Working together, we will be able to leverage each organizations strengths and passion to elevate everyone's game. Together, the 4 entities will coordinate schedules such that no school need or program is negatively impacted nor will the facilities be used beyond their carrying capacity.

- 3) Statement of Maintenance and Upkeep Responsibility of Project. For example: Who will be responsible for proper installation, maintenance and safety standards?

The Town of Clayton via a proposed joint use agreement wants and intends to maintain the fields and adjacent athletic spaces.

- 4) Statement of Liability Responsibility

Each user group will provide the required level of liability insurance, waivers etc. for their users to include the site owner and Town of Clayton, NC.

- 5) Please Provide a Timeline for the Project Including Estimated Start and Finish Dates

It is anticipated that the work would be completed between May and August of 2020.

FUNDING REQUEST (All operating cost associated with the project is the responsibility of the applicant and should not be included in the grant request amount)

Total Project Cost \$117,700.00

Grant Request Amount \$111,815.00

Required 5% Matching Fund Amount \$5885.00

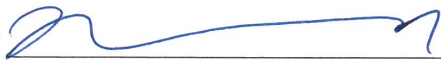
Please Describe Availability of Matching Fund Amount Including Timeframe of Availability

The match is available in the operational budget of the Town of Clayton Parks and Recreation. The Town anticipates participation from its partners Clayton Little League and Neuse River Football Association.

When Did You Receive the Last Open Space Grant from the County? unknown

How Much Was the Grant For? _____

SIGNATURES

APPLICANT  DATE 2/14/2020

PROPERTY OWNER _____ DATE _____

***Please refer to the attached Johnston County Open Space Fund Disbursement Policy for details on grant guidelines and available funds.**

***Please note that Open Space Fund amounts reflected in the Policy change regularly so please contact the Johnston County Planning Department at 919-989-5150 to verify latest fund amounts.**

Submit completed application to:

Johnston County Manager's Office
Attn: Open Space Funds Grant Program
207 E. Johnston Street, Johnston County Courthouse
P.O. Box 1049
Smithfield, N.C. 27577



Town Council Agenda Cover Sheet

Meeting Date

May 18, 2020

Agenda Location

Consent Agenda

Item Title

Reimbursement Agreement – Sanitary Sewer Infrastructure

Presenter

Joshua Baird – Town Engineer

Summary/Description

A residential development project (Villages at Parkview) sited along City Rd has been approved to extend public sewer to support the private project. Town staff have determined this extension will provide future opportunities to improve the Town's system if the extension is installed at a depth greater than normal. In burying a section of sanitary sewer deeper than normal depths, the Town will be able to abandon a pump station and re-direct flow towards future new wastewater reclamation facility. Abandoning a pump station reduces operating costs and staff time maintaining pumps. Town staff are recommending entering into an agreement with the residential developer to reimburse developer for costs associated with installing public sewer a greater depth than normal. The developer will be responsible for design and cost to install sewer at typical depths and the Town cover the costs to bury at additional depth. Staff have reviewed cost estimates for normal depth and the additional depth scenario, and determined the additional costs to the developer to be approximately \$50,483.00. Staff recommend entering into a reimbursable agreement with a not to exceed amount of \$50,483.00 and require developer to submit actual costs to Town prior to receiving a reimbursement. Staff request approval for Town Manager or designee to execute reimbursement agreement.

Requested Action

Approval/Denial

Funding Source (If Applicable):

N/A

Cost: N/A Yes ☒ No ☒

Additional Documents to be Included in Agenda Packet

Reimbursement Agreement

Cost Estimate

Meeting Timeline

Click or tap here to enter text.

SEWER INFRASTRUCTURE REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (Agreement”), entered into as of this _____ day of _____, 2020, by and between the TOWN OF CLAYTON, a North Carolina municipal corporation (“Town”), and Village of Parkview LLC, a North Carolina limited liability companies (“Developer”).

WHEREAS, the Developer is developing a residential community known as Villages at Parkview and has received required permits from the Town for such development;

WHEREAS, the Developer will install sewer infrastructure improvements as required to support the Project (the “Improvements”);

WHEREAS, the Town has determined that the installation of certain Improvements at a great depth will facilitate the Town’s plan to abandon an existing pump station and is in the interest of the health, safety and general welfare of the residents of the Town and its extraterritorial jurisdiction;

WHEREAS, the Town has determined that the public cost of the Improvements will not exceed the estimated cost of providing for those improvements through a separate public contract;

WHEREAS, the Developer will prepare plans and specifications suitable for construction;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. Upon the terms and conditions set forth herein, the Developer agrees to perform the activities necessary to construct the Improvements, consistent with the elements described in this Agreement, in a form that is acceptable, suitable for construction, and consistent with all applicable regulatory requirements.
2. The Town shall have the right to review and approve drawings to be submitted by the Developer’s contractor.
3. Upon satisfactory completion of the Improvements and acceptance of same by the Town, the Town shall reimburse the Developer the actual costs associated with the installation of certain of the Improvements at a greater depth. In the event the actual increased cost to construct the Improvements to the depth required by the Town exceeds the cost differential of \$50,483.00, as reflected on Exhibit A attached hereto, Developer agrees it will be solely responsible for those additional costs and shall have no further recourse against the Town for compensation or contribution. The Town is not a party to any proposed contract entered into between Developer and its contractor(s) for the work necessary to complete the Improvements.
4. Upon completion of the Improvements, the Developer shall invoice the Town for the portion of the actual expenses incurred for the construction of the Improvements to the

increased depth. The Town agrees to make the payment described above to the Developer within thirty (30) from the Improvements being completed and accepted by the Town.

5. Upon acceptance of the Improvements and dedication of the Improvements by the Developer to the Town, the Town will assume liability and responsibility for maintenance of the Improvements.

6. All notices, requests for payment, requests to modify the project, and any other questions concerning this project should be addressed as follows:

If to the Town: Joshua Baird
PO Box 879
Clayton, NC 27528
jbaird@townofclaytonnc.org
919-359-9379

If to the Developer: Reid Smith, Manager
VAP 1, LLC
114 W. Main Street
Clayton, NC 27520
919-813-0123

Notice shall be effective upon the date of receipt by the intended recipient, provided that any notice that is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

7. The Town has the right to make regular and periodic inspections and/or monitor the installation of Improvements. The Town also reserves the right to require the Developer to perform or provide results of construction testing to ensure compliance with all applicable standards. In the event said testing indicates or identifies areas of noncompliance, the Developer agrees to make the changes necessary, including repair or replacement of defective materials, until construction testing indicates compliance with applicable standards.

8. To the fullest extent permitted by law, the Developer shall indemnify and hold harmless the Town and its agents and employees from and against all claims, damages, losses, expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of Developer's work in connection with the Improvements, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of contractor or subcontractor, anyone directly or indirectly employed by any of them or any one for whose acts any of them may be liable.

9. (a) The Developer shall purchase and maintain adequate insurance during the life of this Agreement with a company authorized to do business in the State of North Carolina.

(b) The Town shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Developer and/or subconsultant providing such insurance.

(c) The Town shall be named as additional insured under the commercial general liability insurance for operations and services rendered and auto liability insurance under this Agreement.

(d) The Developer is advised that if any part of the work under this Agreement is sublet, it shall require the subcontractor(s) to carry insurance as required above. However, this will in no way relieve the Developer from providing full insurance coverage on all phases of the work as required above, including any that is sublet.

10. The Developer shall warrant that all work will be in accordance with this Agreement. The Town shall be named as a beneficiary on any and all warranties affecting the Improvements made for the Town.

11. As a condition of entering into this Agreement, the Developer agrees to promptly provide to the Town all information and documentation that may be requested by the Town from time to time regarding the solicitation, selection, and payment of contractors and subcontractors in connection with this Agreement.

12. The Developer shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify), and shall require all of its subcontractors to do so as well.

13. The Developer shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses in connection with its obligations under this Agreement.

14. This Agreement is entered into by and between the parties hereto for their exclusive benefit. The parties do not intend to create or establish by this Agreement any third-party beneficiary status or rights, and no such third-party shall be entitled to enforce any right of obligation or enjoy any benefit created or established by this Agreement.

15. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

16. This Agreement shall be enforced, interpreted and construed by and under the laws of the State of North Carolina.

17. This Agreement is the entire agreement between the parties with respect to its subject matter and there are no other representations, understandings or agreements between the parties relative to such subject matter. No amendment or modification to the Agreement shall be valid unless in writing and signed by both parties to this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

DEVELOPER

ATTEST

By: _____
Signature

Signature

Print Name

Title

Date

Date

TOWN OF CLAYTON

ATTEST

By: _____
Signature

Signature

Print Name

Title

Date

Date

This instrument has been pre-audited in the manner required by the local government budget and fiscal control Act.

By: _____
Robert McKie
Finance Office



PROVIDENCE CONSTRUCTION

114 WEST MAIN STREET

CLAYTON, NC 27520

(919) 697-1101

www.providence.construction

To:	Village At Parkview LLC	Contact:	Reid Smith
Address:	114 West Main Street Clayton, NC 27520	Phone:	
Project Name:	Village At Parkview November 2019 Normal Depths	Fax:	
Project Location:	City Road, Clayton	Bid Number:	
		Bid Date:	5/4/2020

The estimate below is an analysis of the approved plan depth for sewer vs, the sketch provided by Adams and Hodge at depths per a standard design servicing this design only. The run of SMH 3 to SMH10 on the typical scenario is compared to SMH3to SMH10A and SMH 10B.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1. TYPICAL Or NORMAL SCENARIO					
101	4' Diameter Sewer Manhole	2.00	EACH	\$2,650.00	\$5,300.00
102	5' Diameter Extended Base Sanitary Manhole	1.00	EACH	\$5,700.00	\$5,700.00
103	Adjust SMH	3.00	EACH	\$400.00	\$1,200.00
104	4" PVC C900 Sanitary Service	18.00	EACH	\$2,450.00	\$44,100.00
105	4" PVC SDR 35 Sanitary Service	24.00	EACH	\$1,700.00	\$40,800.00
106	8" C-900 PVC Sewer	247.00	LF	\$35.00	\$8,645.00
107	8" SDR-35 PVC Sewer	527.00	LF	\$26.00	\$13,702.00
108	Sewer Test	774.00	LF	\$4.00	\$3,096.00

Total Price for above 1. TYPICAL Or NORMAL SCENARIO Items: \$122,543.00

2. APPROVED PLANS

201	4' Diameter Sewer Manhole	2.00	EACH	\$2,650.00	\$5,300.00
202	5' Diameter Extended Base Sanitary Manhole (EXTRA DEPTH)	3.00	EACH	\$6,500.00	\$19,500.00
203	Adjust SMH	5.00	EACH	\$400.00	\$2,000.00
204	4" PVC C900 Sanitary Service	34.00	EACH	\$2,450.00	\$83,300.00
205	4" PVC SDR 35 Sanitary Service	8.00	EACH	\$1,700.00	\$13,600.00
206	8" C-900 PVC Sewer (EXTRA DEPTH)	692.00	LF	\$38.00	\$26,296.00
207	8" SDR-35 PVC Sewer	220.00	LF	\$26.00	\$5,720.00
208	Sewer Test With Added Manholes	912.00	LF	\$5.00	\$4,560.00
209	Inside Manhole Drop	1.00	EACH	\$2,750.00	\$2,750.00
210	Additional Surveying	1.00	LS	\$10,000.00	\$10,000.00

Total Price for above 2. APPROVED PLANS Items: \$173,026.00

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Providence Construction Services, LLC.

Authorized Signature: 

Estimator: Tony Carmillo
(919) 422-7072 tony@providence.construction



Town Council Agenda Cover Sheet

Meeting Date

May 18, 2020

Agenda Location

Consent Agenda

Item Title

Construction Agreement for Roadway Improvements

Presenter

Blake Mills, Assistant Director of Public Services

Summary/Description

Academy Point, LLC, the developer of the Academy Point Subdivision has made a proposal to the town to repair Wilson Street (O'Neil St. to Mial St.), Mial Street (Rosemary St. to Wilson St.) and Rosemary Street (O'Neil St. to Mial St.) at the same time they are performing road work in the Academy Point subdivision which will save the town money and result in not disrupting the neighborhood again at a future date when the town would perform the road maintenance work. The limits of road asphalt paving work is shown on Attachment A.3. Academy Point, LLC is willing to perform the road maintenance work at the same unit prices the town received for the FY 20 Road Rehabilitation Project (\$1,316,000 bid by Fred Smith Company). In addition, Academy Point, LLC is willing to credit the Town for any work they would be performing on the road related to their development project such as asphalt patches for utility connections.

The funding for the work will be FY 21 Capital Outlay Street Repair and Improvements budget account. The town is able to contract with an owner/developer for public road improvements by General Statue 160A-309 provided the cost of the work does not exceed \$250,000 and the cost does not exceed what a public let contract would cost the town and it would be impractical to have two different contractors working in the same area. The estimated cost of the work is \$219,775, which is less than the \$250,000 and the unit prices are equal to the public let contract for the FY 20 Road Rehabilitation Project and therefore the Town has the authority to contract with Academy Point, LLC for the road maintenance work.

A formal contract for approval has been drafted by the Town attorney (attached). The work on Wilson Street and the intersection of Mial Street is a Unit Price Contract, the estimated cost is \$165,070, the scope of work is shown in detail on Attachment A.1, and the contract completion date is August 15, 2020. The work on Mial Street (excluding Wilson Intersection) and Rosemary Street is a Lump Sum Contract, the cost is \$54,705, the scope of work is shown in detail on Attachment A.2, and the contract completion date is December 15, 2020. The work shown on Attachment A.2 will be done at the same time as the Academy Point internal subdivision road work is performed.

Requested Action

Approval

Approve agreement and authorize Town Manager to execute the contract.

Funding Source (If Applicable):

FY 2021 - Capital Outlay Street Repair and Improvements 100-55-55-5812

Cost: \$219,775 Yes ☒ No ☐

Additional Documents to be Included in Agenda Packet

Construction Agreement for Roadway Improvements.

Attachment A.1 Wilson Street (o'Neil St. to Mial St.) asphalt paving, sidewalks, curb & gutter and associated works, scope of work and construction cost.

Attachment A.2 Mial Street (Rosemary St. to Wilson St.) and Rosemary Street (o'Neil St. to Mial St.) asphalt paving and associated works, scope of work and construction cost.

Attachment A.3 Conceptual Drawing showing Wilson, Mial and Rosemary Street Work Limits

Meeting Timeline

May 18, 2020 Town Council Meeting

CONSTRUCTION AGREEMENT
FOR
ROADWAY IMPROVEMENTS

THIS CONSTRUCTION AGREEMENT FOR ROADWAY IMPROVEMENTS ("Agreement"), made as of the ____ day of _____, 20__, by and between Academy Point, LLC, a North Carolina _____ corporation whose address is _____, hereinafter called the "Developer," and Town of Clayton, a body corporate and politic and a political subdivision of the State of North Carolina, whose address is 111 East Second Street, Clayton, NC, hereinafter called the "Town."

W I T N E S S E T H:

WHEREAS, Developer is developing the Academy Point subdivision (the "Subdivision") with frontage on Wilson Street, Mial Street and Rosemary Street; and

WHEREAS, the Town is planning to make certain roadway improvements to streets adjacent to the Subdivision to bring them up to current standards more particularly described in Attachment A ("Improvements"); and

WHEREAS, N.C.G.S. § 160A-309 authorizes the Town to contract with an owner or developer for public roadway improvements that are adjacent or ancillary to a private land development project, provided (i) the public cost will not exceed the estimated cost of providing the roadway improvements through eligible force account labor or through a public contract let pursuant to Article 8 of Chapter 143 of the General Statutes and (ii) the coordination of separately constructed public intersection or roadway improvements and the adjacent or ancillary private land development improvements would be impracticable, and which contract is also subject to other limitations and requirements; and

WHEREAS, Town desires to contract with Developer to construct the Improvements (the "Project"); and

WHEREAS, the parties agree that the price to construct Project will not exceed \$250,000 and the Town believes that the not to exceed price set forth herein does not exceed the cost to Town of building Project with force account labor or through a public contract let pursuant to Article 8 of Chapter 143, and further believes it would not be practical to conduct separate construction projects for the Project and the Improvements; and

WHEREAS, after conducting a public hearing and approving, by duly enacted ordinance, the Town and Developer desire to enter into this Agreement to set forth the terms and conditions pursuant to which the Developer will construct Project and the Town will pay for such Project construction.

NOW, THEREFORE, the parties, in consideration of the premises and for other good and valuable consideration the receipt of which is acknowledged, agree as follows:

1. **PURPOSE OF AGREEMENT AND SCOPE OF WORK.** The Recitals are incorporated into this Agreement. The purpose of this Agreement is to coordinate the efforts of Town and Developer such that Developer builds Project in conjunction with ongoing Subdivision construction. Developer shall furnish a duly licensed and qualified contractor ("Contractor") and will provide all labor, material, equipment, supervision, insurance and permits and will perform all of the work to construct Project in accordance with all Town of Clayton standards and specifications and as more particularly described in Attachment A "Scope of Work" attached hereto and

incorporated herein by reference and as otherwise required by this Agreement (“Work”). All Work shall be done in strict conformance with this Agreement.

2. TIME FOR PERFORMANCE. Developer shall retain a qualified and duly licensed Contractor to perform the Work. Developer shall require Contractor to obtain and provide Town with such insurance as is required by this Agreement and shall assure that the requirements of this Agreement are met and the Work is complete no later than the date(s) listed in Attachment A unless said time period is extended in writing by Town (“Contract Time” or “Contract Times”). Time is of the essence with respect to Contract Time and all dates or times specified in this Agreement. Town shall determine when the Work has been completed by its written acceptance. Town retains the right to extend the time for performance in its discretion.
3. PERFORMANCE OF WORK AND OTHER WORK. Developer shall do or be responsible for all of the following:
 - a. Retain a Contractor to perform the Work in accordance with the requirements of this Agreement.
 - b. Keep the Work site free from accumulations of waste materials and rubbish caused by the Contractor and its employees or the Work at the end of each day and at the completion of the Work and remove all rubbish, waste, tools, scaffolding and surplus materials and shall leave the site “broom clean” or its equivalent. Developer shall cause signs, barricades and warning devices to be provided to ensure safe passage of both vehicular and pedestrian traffic at all times, if applicable.
 - c. Protect structures and property and surrounding area from damages arising out of or related to performance of the Work and fully restore the site and surrounding area in the event of such damages.
 - d. Repair or replace all damage to the site or to adjacent property caused by the Contractor to the satisfaction of Town.
 - e. Not permit any part of the Work to be used in a manner that would endanger its safety, intended performance or configuration while under construction, including application of proper traffic control devices administered by an NCDOT-certified contractor.
 - f. Identify a Project Manager to represent Developer and cause Contractor to identify a project manager who will represent the Contractor with respect to day-to-day issues and correspondence. The Project Manager representing the Developer and the project manager identified by the Contractor will coordinate with the Town and any consultants of the Town.
 - g. The Town may identify a Town Project Manager who will represent the Town as set forth in subsection 3(f) above. Except as otherwise specifically stated in this Agreement the Town Project Manager shall have no authority to bind the Town.
 - h. Notify the Town prior to commencement of the Project so as to allow announcement of the Project to the traveling public through a Town of Clayton Traffic Alert.
 - i. Provide final approved plat drawing or easement documents for any Traffic Signal Maintenance Easements required for the installation of any traffic signals or CCTV equipment.
4. CONTRACT SUM. The Town shall pay the Developer for Developer’s full and faithful performance of this Agreement the total not to exceed sum listed in Attachment A (“Contract Sum”) which shall be paid upon completion of the Project. The Developer has included in the Contract Sum and shall pay all taxes assessed by any authority on the Work or the labor and materials used therein. It shall be the Developer’s responsibility to furnish the Town documentary evidence showing the materials used and sales and use tax paid by Contractor and each of Contractor’s subcontractors, if any.
5. FINAL PAYMENT. Upon completion of all the Work and after receipt of all necessary certificates of occupancy or other approvals, Developer shall provide the Town with a Final Payment Request, consisting of an itemized invoice of actual line item costs for Project, together with the following duly executed instruments: (i) an affidavit satisfactory to Town certifying that all charges for materials and any other expenses incurred by Contractor in performance of this Agreement have been paid in full, to the end that no liens of any kind or character may be sought or affixed against the Town’s property; (ii) a Contractor’s Release of Developer and Town Prior to Final Payment; and a (iii) Consent of Surety Company to Final Payment (if applicable). Final

Payment shall be made only after final inspection and acceptance by Town of all Work to be performed by Contractor, and Contractor's submission of satisfactory releases of liens and claims for liens by Contractor, subcontractors, laborers and materials suppliers. Developer shall execute a Final Receipt. The Contractor's Release of Developer, Consent of Surety and Final Receipt shall be on the forms attached as Attachment B.

6. DEVELOPER'S REPRESENTATIONS AND WARRANTIES. By executing this Agreement, Developer represents and warrants that now and continuing for the term of Agreement:

- a. Developer is fully qualified, skilled and capable, by itself or through its Contractor, of performing the Work in a fully competent, professional and timely manner; shall exercise reasonable care and diligence in performing Work; and shall act in accordance with generally accepted standards of road construction trade or business throughout the U.S.;
- b. Developer shall comply with Agreement and with all applicable federal, state and local ordinances, rules and regulations related to performance of the Work and this Agreement, including but not limited to equal opportunity employment laws, OSHA, minimum wage and hour laws and regulations, NC State Building Code regulations and immigration laws, the Town of Clayton Code of Ordinances and Unified Development Code (collectively "Laws and Regulations");
- c. Developer, or Contractor possesses all necessary licenses and certifications including those required by required trades;
- d. Developer has visited the site on which the Work will be performed and has made itself aware of the existing conditions and the extent of the Work to be performed;
- e. Unless a specific warranty is provided for a greater period of time, all Work is warranted and guaranteed to be free of defects in materials, equipment and workmanship for a period of one (1) year following acceptance of the Work by Town. Any and all manufacturers' warranties shall be assigned to and provided to Town prior to final payment;
- f. Developer shall assure that these obligations are also assumed by Contractor;
- g. The individuals signing Agreement have the right and power to do so and bind Contractor to the obligations set forth herein, and such individuals do so personally warrant that they have such authority; and
- h. Developer, Contractor, and all subcontractors shall comply with Article 2, Chapter 64, of the North Carolina General Statutes.

7. INSURANCE. Developer and Contractor shall purchase and maintain during the period of performance insurance for protection from claims under workers' or workmen's compensation acts; Commercial General Liability Insurance (including contractual liability and completed operations, explosions, collapse, and underground hazards coverage) covering claims arising out of or related to bodily injury, including bodily injury, sickness, disease or death of any of the Developers or Contractor's employees or any other person and to real and personal property including loss of use resulting there from; Commercial Automobile Liability Insurance, including hired and non-owned vehicles, if any, covering bodily injury or death, and property damage; and Professional Liability Insurance (if applicable) covering personal injury, bodily injury and property damage and claims arising out of or related to Contractor's performance under Agreement.

The minimum insurance ratings for any company insuring the Developer or Contractor shall be Best's A-. Should the ratings of any insurance carrier fall below the minimum rating, the Town may, at its option, require the Developer or Contractor to purchase insurance from a company whose rating meets the minimum standard. Developer's and Contractor's insurance carrier(s) shall be licensed and admitted to do business in the state of North Carolina. If Developer or Contractor is unable to find a licensed and admitted carrier for any line of insurance coverage, Developer shall notify the Town in writing.

The minimum limits of insurance coverage are:

General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate limit
Commercial Automobile Liability	\$1,000,000 CSL

Commercial Excess Liability / Umbrella Policy	\$5,000,000 per occurrence/aggregate limit
Workers Comp	Statutory Limits
Employers Liability	\$500,000 per occurrence

All insurance policies (except Worker's Compensation and Professional Liability) shall name the Town of Clayton as an additional insured party. Each policy shall provide that the Town shall receive not less than thirty (30) days prior written notice of any cancellation, non-renewal, or reduction of coverage. Upon notice of such cancellation, non-renewal or reduction, Developer or Contractor shall procure substitute insurance so as to assure the Town that the minimum limits of coverage are maintained continuously throughout the periods specified herein.

8. INDEMNIFICATION. To the fullest extent permitted by Laws and Regulations, Developer shall indemnify and hold harmless the Town, its officers and employees, from and against all claims, costs, civil penalties, fines, losses, and damages (including but not limited to professionals' fees and charges and all court or other dispute resolution costs) (collectively, "Claims"), by whomsoever brought or alleged, arising out of, resulting from, or in connection with (a) the Developer's negligent or wrongful construction or maintenance of the Project, if the fault of Developer or any party for which Developer is responsible is a proximate cause of the Claim, (b) any breach by Developer, Developer's officers, employees or agents of any term or condition of this Agreement, if the fault of Developer or any party for which Developer is responsible is a proximate cause of the Claim, (c) any breach or violation by Developer, Developer's officers, employees or agents, of any applicable Law or Regulation, if the fault of Developer or any party for which Developer is responsible is a proximate cause of the Claim, or (d) any other cause resulting from any act or failure to act by Developer Developer's officers, employees or agents under this Agreement, but only to the extent proximately caused by any negligence or omission of Developer, Developer's officers, employees or agents. This indemnification as to Claims arising out of Developer's maintenance of the Project shall expire immediately upon written Final Acceptance of Project by Town or NCDOT as to Claims arising out of incidents that occur after the date of Town/NCDOT written Final Acceptance, as provided above. The indemnification as to Claims arising out of Developer's negligent or wrongful construction shall be effective as of the date of this Agreement and shall expire one (1) year after written Final Acceptance, and shall survive the termination of Agreement if earlier terminated. The remaining indemnification obligations shall survive the termination of this Agreement.
9. AMENDMENTS AND CHANGE ORDERS. This Agreement, together with its Exhibits and Attachments, constitutes the entire agreement between the Town and Developer. This Agreement may be amended, supplemented or modified only by a duly executed amendment or a written Change Order signed by the Town authorizing a change in the Work, and adjustment in the Contract Sum or an adjustment in the time for performance. Attachment C sets forth the Change Order form that shall be used. In no event shall the total Contract Sum, after written amendment or Change Order, exceed \$250,000.
10. SUSPENSION AND TERMINATION. Town may terminate this Agreement for any reason upon ten (10) days written notice to Developer; in that event, Developer shall be paid the contract value for any Work performed by Developer and costs for all supplies and equipment for which title has transferred to the Town up to the date of such termination. In the event the Town terminates for convenience, the Developer shall also be paid Developer's actual and reasonable costs to preserve and protect the Improvements already in progress; in the event the Town terminates for Developer's non-performance, such additional costs shall not be paid.
11. INDEPENDENT CONTRACTOR. Developer is an independent contractor and is solely responsible for the Work and the supervision of its Contractor, employees, agents and subcontractors.
12. PUBLIC RECORDS. Developer acknowledges that records in the custody of Town are public records and subject to public records requests. Town may provide copies of such records, including copyrighted records, in response to public record requests, except that, upon request of, and indemnification by, Developer, the Town will not disclose records that meet all of the requirements of a trade secret as set forth in N.C.G.S. § 66-152, that are specifically designated as a "trade secret" or "confidential" at the time of initial disclosure by

Developer, and that are otherwise entitled to protection under N.C.G.S. § 132-1.2(1).

13. DISSEMINATION OF INFORMATION. The Town takes efforts to assure that accurate information about the Town is disseminated such that neither the public trust nor the public's perception of Town's impartiality is compromised. Developer, mindful of those efforts, agrees that it shall not publicly disseminate any information concerning the Work without prior approval from Town. Any approval given by the Town may be given with certain stipulations, such as Town participation in the creation of the public product or Town review and the option to refuse ultimate release of the final product should it fail to meet the Town's standards and goals. Publicly disseminate means but is not limited to electronic, video, audio, photographic or hard copy materials serving as, in whole or part, advertising, sales promotion, professional papers or presentations, news releases, articles, or other media products, and/or Developer's business collateral pieces. Notwithstanding the foregoing, the parties agree that Developer may list Town as a reference in response to requests for proposal and may identify the Town as a customer in presentations to potential customers.
14. ASSIGNMENT/DELEGATION. Except as specifically contemplated herein, Developer shall not assign or transfer its interest in, nor delegate its duties under Agreement without the Town's written consent. The Town's consent shall not release Developer of an obligation under Agreement. If Developer utilizes approved Contractor or subcontractors, Developer shall be responsible for the scheduling, completeness, quality, accuracy and timeliness of all their work. Town has the right to request that any Contractor or subcontractor be replaced due to unsatisfactory performance.
15. GOVERNING LAW. The laws of the State of North Carolina shall apply to the interpretation and enforcement of this Agreement. Any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or nonperformance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Wake County, North Carolina, or the United States District Court sitting in the eastern district of North Carolina, and it is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions.
16. NON-EXCLUSIVE REMEDIES/NO WAIVER. The selection of one or more remedies for breach shall not limit a party's right to invoke any other remedy available under Agreement or by law. No delay, omission or forbearance to exercise any right, power or remedy accruing to a party shall impair any such right, power or remedy or shall be construed to be a waiver of any breach hereof or default. Every right, power or remedy may be exercised from time-to-time and as often as deemed expedient.
17. SURVIVAL. All representations, warranties, indemnifications and other terms and conditions of this Agreement which by their nature should survive Agreement termination shall survive its expiration or termination.
18. NOTICE. All notices shall be in writing and delivered to the other party by personal delivery or by commercially recognized overnight courier service, or prepaid U.S. certified mail, return receipt requested, addressed to the address shown in the first paragraph of this Agreement. Developer shall specify Town's Project Manager by full name, and shall include name of Project.

Notice shall be effective upon the earlier of: (a) actual receipt; or (b) 3 days after deposit in the U.S. mail or other service. Each party is responsible for notifying the other in writing of any change of address.
19. GIFTS AND FAVORS. Developer shall become aware of and comply with laws related to gifts and favors, conflicts of interest and the like, including N.C.G.S. §14-234, N.C.G.S. §133-1, and N.C.G.S. §133-32.
20. NONDISCRIMINATION. Neither party shall discriminate on any prohibited basis.
21. ELECTRONIC VERSION OF AGREEMENT. Town may convert a signed original of this Agreement to an electronic record pursuant to a North Carolina Department of Cultural Resources approved procedure and

process for converting paper records to electronic records for record retention purposes. Such electronic record of this Agreement shall be deemed for all purposes to be an original signed Agreement.

IN WITNESS WHEREOF, the Town and Developer have executed this Agreement as of the day and date first above written in a number of counterparts, each of which shall, without proof or accounting for other counterparts, be deemed an original contract.

DEVELOPER

By: _____
Name: _____
Title: _____

TOWN OF CLAYTON

By: _____
Name: Adam Lindsay
Title: Town Manager

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

Finance Officer

ATTACHMENT A

SCOPE OF WORK

The Work is and includes the construction of Project in accordance with Town of Clayton Specifications and Standards, North Carolina Department of Transportation 2018 Standard Specifications for Roads and Structures, and North Carolina Department of Transportation Roadway Standard Drawings.

Services, prices, and date(s) of completion included as part of Project include:

1. Wilson Street (O'Neil St. to Mial St.) asphalt paving, sidewalks, curb & gutter and associated works in accordance with and as detailed further in Attachment A.1;
2. Mial Street (Rosemary St. to Wilson St.) and Rosemary Street (O'Neil St. to Mial St.) asphalt paving and associated works in accordance with and as detailed further in Attachment A.2.

A conceptual sketch showing Wilson Street, Mial Street and Rosemary Street work limits is shown in Attachment A.3.

All activities necessary to complete the services listed above but are not specifically mentioned, shall be considered either incidental to the services list or are not considered a reimbursable exercise.

Developer and Contractor are responsible for safe and appropriate traffic control for all activities associated with the Work.

ATTACHMENT B

CONTRACTOR'S RELEASE OF DEVELOPER AND TOWN PRIOR TO FINAL PAYMENT

The Contractor, known as _____, for the construction
of Project _____,

hereby and forever releases the Town of Clayton, its officers, agents, and employees, and _____[Developer],
from all past, present, and future claims and liability to the Contractor for anything done or furnished for, relating to,
or for any act of neglect of the Owner, its engineers, or any persons relating to or affecting the work.

Contractor's Certification:

Contractor: _____

Authorized Representative: _____

Date: _____

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

PROJECT: _____

DEVELOPER: _____

CONTRACTOR: _____

CONTRACT DATE: _____

TO: _____

In accordance with the provisions of the Agreement between the DEVELOPER and the CONTRACTOR, known as _____,
the Surety Company, known as _____,
on bond of Contractor, hereby approves of the final payment to Contractor, and agrees that final payment to Contractor
shall not relieve the Surety Company of any of its obligations to the Developer as set forth in said Surety Company's
bond.

In witness whereof, the Surety Company has hereunto set its hand this _____
day of _____ in the year _____.

Surety Company

Signature of Authorized Representative

[Seal]

Typed Name and Title of Authorized Representative

FINAL RECEIPT

Contract: "Construction Agreement for Roadway Improvements" dated _____.

Received this _____ day of _____, 20____ as full and final payment of the cost of all improvements provided for in the foregoing Contract the sum of _____ Dollars and _____ Cents, (\$_____), in cash (directly or as setoff against fines, Liquidated Damages, or other amounts owed to the Town of Clayton), being the full amount accruing to the undersigned by virtue of said Contract, said cash covering and including full payment for all extra work and material furnished by the undersigned in the construction of said improvements, and all incidentals thereto, and the undersigned hereby releases the Town of Clayton from all claims whatsoever growing out of the said Contract.

These presents are to certify that all persons doing work upon or furnishing materials or supplies for said improvements under the foregoing Contract have been paid in full.

The undersigned further certifies that all taxes imposed by Chapter 212, North Carolina Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

DEVELOPER

By: _____
(Seal)

(Typewritten Name)

ATTACHMENT C

CHANGE ORDER

CHANGE ORDER NO.: _____ DATE: _____

Project: _____

Developer: _____

Town and Developer agree to the following changes to "Construction Agreement for Roadway Improvements" dated _____.

Description: _____

Attachments: _____

CHANGE IN CONTRACT SUM OR PRICE:	CHANGE IN CONTRACT TIME OR TIMES:
Original Contract Price \$ _____	Original Contract Times Final Completion: _____ days or dates
Net change from previous Change Orders No. _____ to No. _____: \$ _____	Net change from previous Change Orders No. _____ to No. _____: _____ days
Contract Sum or Price prior to this Change Order \$ _____	Contract Times prior to this Change Order Final Completion: _____ days or dates
Net Increase (decrease) of this Change Order \$ _____	Net Increase (decrease) of this Change Order _____ days
Contract Sum or Price with all approved Change Orders*** \$ _____	Contract Times with all approved Change Orders Final Completion: _____ days or dates

**** May not exceed \$250,000****

ACCEPTED:

By: _____
Town of Clayton

Date: _____

ACCEPTED:

By: _____

Date: _____

CHANGE ORDER NO.: _____

Page _____ of _____

The adjustment in Contract Sum or Price and/or Contract Time or Times stated in this Change Order shall comprise the total price and/or time adjustment due or owed the DEVELOPER for the work or changes defined in this Change Order. By executing the Change Order, the DEVELOPER acknowledges and agrees that the stipulated price and/or time adjustments include the costs and delays for all work contained in the Change Order, including costs and delays associated with the interruption of schedules, extended overheads, delay, and cumulative impacts or ripple effect on all other non-affected work under this Agreement. Signing of the Change Order constitutes full and mutual accord and satisfaction for the adjustment in Contract Sum or Price or Contract Time or Times as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change, subject to the current scope of the entire work as set forth in the Agreement. Acceptance of the waiver constitutes an agreement between TOWN and DEVELOPER that the Change Order represents an equitable adjustment to the Agreement, and that DEVELOPER waives all rights to file a claim on this Change Order after it is properly executed.

IN WITNESS WHEREOF, the undersigned have caused the execution hereof:

DEVELOPER:

ATTEST:

Secretary

[Corporate Seal]

By: _____
Name: _____
Title: _____
Address: _____
Date: _____

TOWN:

By: _____
Name: Adam Lindsay
Title: Town Manager
Date: _____

CHANGE ORDER INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling Contract changes that affect the Contract Sum or Price or the Contract Time or Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect the Contract Sum or Price or the Contract Time or Times.

Changes that affect the Contract Sum or Price or the Contract Time or Times should be promptly covered by a Change Order. The practice of accumulating change order items to reduce the administrative burden may lead to unnecessary disputes.

If milestones have been listed, any effect of a Change Order thereon should be addressed.

B. COMPLETING THE CHANGE ORDER FORM

Developer initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Town, or both.

If a change only applies to the Contract Sum or Price or to the Contract Time or Times, cross out the part of the tabulation that does not apply.



PROVIDENCE
CONSTRUCTION

114 WEST MAIN STREET
CLAYTON, NC 27520
(919) 697-1101
www.providence.construction

To:	Town Of Clayton	Contact:	Blake Mills
Address:	Clayton, NC 27520	Phone:	
		Fax:	
Project Name:	Attachment A.1 Wilson Street	Bid Number:	
Project Location:	Academy Pointe Area, Clayton	Bid Date:	5/11/2020

Attachment A.1 Wilson Street asphalt paving, sidewalks, curb and gutter, and associated works.

Blake,
the following is a proposal for pavement and concrete repairs in the area Academy Point. The basis for the estimate is my review of our site visit and quantities as discussed. The Town of Clayton 2020 Road Rehab project was also used as a reference.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
WILSON					
101	Mobilization	1.00	LS	\$6,500.00	\$6,500.00
102	Traffic Control	1.00	LS	\$1,100.00	\$1,100.00
103	1.5" Milling East/West Wilson Street	2,145.00	SY	\$1.20	\$2,574.00
104	7.5" Milling East/West Wilson Street	980.00	SY	\$7.95	\$7,791.00
105	6" B25 Base (patching) (980 SY)	338.00	TON	\$130.00	\$43,940.00
106	1.5" Asphalt Surface East/West Wilson Street	267.00	TON	\$112.00	\$29,904.00
116	Adjust Water Box	6.00	EACH	\$400.00	\$2,400.00
118	High Visibility Crosswalk	4.00	EACH	\$1,000.00	\$4,000.00
Total Price for above WILSON Items:					\$98,209.00
MIAL					
204	7.5" Milling Mial	298.00	SY	\$7.95	\$2,369.10
205	6" B25 Base (patching) (298 SY)	103.00	TON	\$130.00	\$13,390.00
206	1.5" Asphalt Surface North Mial (298 Total SY)	25.00	TON	\$112.00	\$2,800.00
Total Price for above MIAL Items:					\$18,559.10
CREDITS					
1	Remove And Replace Curb And Gutter	-15.00	LF	\$56.00	(\$840.00)
2.5	Credit Patch Area At Water Tie In (Intersection With North Fayetteville)	-86.00	SY	\$14.12	(\$1,214.32)
Total Price for above CREDITS Items:					(\$2,054.32)
Concrete Repairs					
1	Remove Existing Curb And Gutter	428.00	LF	\$20.00	\$8,560.00
2	Install Curb And Gutter	428.00	LF	\$36.00	\$15,408.00
3	Remove Existing 4-6 Inch Concrete Sidewalk/Sidewalk Ramp/Driveway Apron	188.10	SY	\$20.00	\$3,762.00
4	Install 4 Inch Thick Concrete Sidewalk	116.70	SY	\$52.00	\$6,068.40
5	Install 6 Inch Thick Concrete Sidewalk/Driveway Apron	44.60	SY	\$58.00	\$2,586.80
6	Install 6" Thick Handicap Ramp (detectable Warning Domes Paid Separately). Note: Remove And Replace The Existing Curb And Gutter If Necessary Is A Separate Payment Item.	199.50	SY	\$58.00	\$11,571.00
7	Install Detectable Warning Domes For Handicap Ramps	8.00	EACH	\$300.00	\$2,400.00

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Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
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4 Feet X 2 Feet Placed Over 6" Thick Concrete.

Total Price for above Concrete Repairs Items: \$50,356.20

Total Bid Price: \$165,069.98

Notes:

- Pricing is presented as a unit priced proposal.
- Pricing excludes any permits, testing, fees, surveying, design, engineering.
- August 15, 2020 completion date
-
- Final amount paid will be based on actual quantities installed, as measured in the field.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Providence Construction Services, LLC.

Authorized Signature: _____

Estimator: Tony Carmillo
(919) 422-7072 tony@providence.construction

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Page 2 of 2



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(919) 697-1101
www.providence.construction

To:	Town Of Clayton	Contact:	Blake Mills
Address:	Clayton, NC 27520	Phone:	
		Fax:	
Project Name:	Attachment A.2. Mial And Rosemary St. Asphalt And Assoc Works		
Project Location:	Academy Pointe Area, Clayton	Bid Number:	
		Bid Date:	5/11/2020

Mial Street Attachment A.2 Lump Sum Proposal

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
MIAL					
201	Mobilization	1.00	LS	\$6,500.00	\$6,500.00
202	Traffic Control	1.00	LS	\$1,100.00	\$1,100.00
203	1.5" Milling North Mial Street	1,632.00	SY	\$1.20	\$1,958.40
206	1.5" Asphalt Surface North Mial (1632 Total SY)	140.00	TON	\$112.00	\$15,680.00
215	Adjust Manhole	2.00	EACH	\$400.00	\$800.00
216	Adjust Water Box	3.00	EACH	\$400.00	\$1,200.00
Total Price for above MIAL Items:					\$27,238.40
ROSEMARY					
301	Mobilization	1.00	LS	\$6,500.00	\$6,500.00
302	Traffic Control	1.00	LS	\$1,100.00	\$1,100.00
303	1.5" Milling Rosemary	2,460.00	SY	\$1.20	\$2,952.00
306	1.5" Asphalt Surface Rosemary	207.00	TON	\$112.00	\$23,184.00
Total Price for above ROSEMARY Items:					\$33,736.00
CREDITS					
4.5	Credit Patch Area At Water Extension	-444.00	SY	\$14.12	(\$6,269.28)
Total Price for above CREDITS Items:					(\$6,269.28)

Total Bid Price: \$54,705.12

Notes:

- Pricing is presented as lump sum proposal for the items included.
- Pricing excludes any permits, testing, fees, surveying, design, engineering.
- December 15, 2020 Completion date

ACCEPTED:

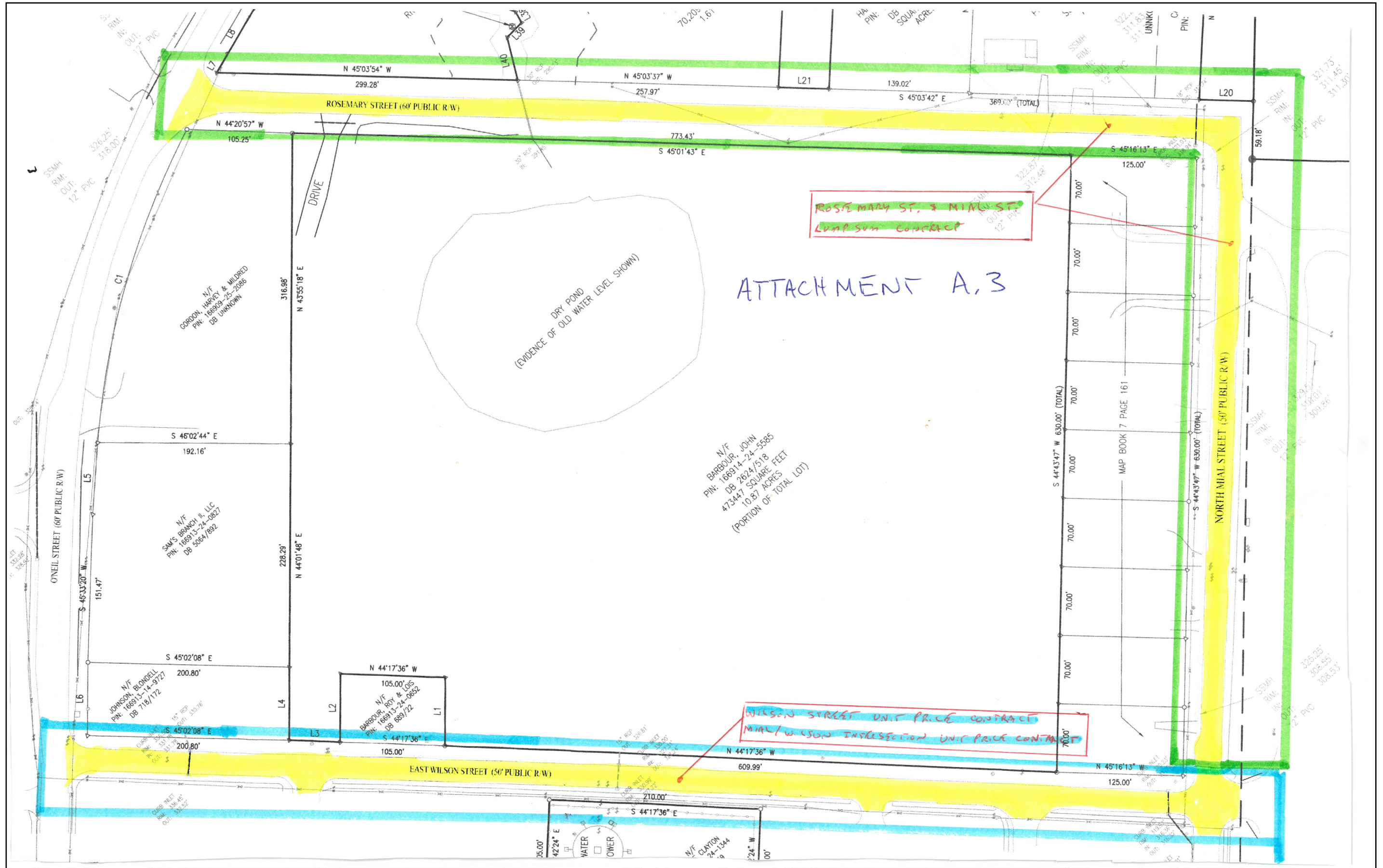
The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____**Signature:** _____**Date of Acceptance:** _____**CONFIRMED:****Providence Construction Services, LLC.****Authorized Signature:** _____**Estimator:** Tony Carmillo

(919) 422-7072 tony@providence.construction

5/12/2020 11:52:11 AM

Page 2 of 2





Town Council Agenda Cover Sheet

Meeting Date

May 18, 2020

Agenda Location

Public Hearings

Item Title

2019-243-OA Access Ordinance Amendment

Presenter

Samantha Wullenwaber, Planning Department

Summary/Description

Request to amend the Unified Development Code to clarify the general development standards for residential and non-residential development. The amendment includes access points clarification, sidewalk, and fee-in-lieu clarification among other items.

Requested Action

Approval

Funding Source (If Applicable):

N/A

Cost: N/A Yes ☐ No ☒

Additional Documents to be Included in Agenda Packet

Application
Strikethrough Copy- Option 1
Clean Copy- Option 1
Strikethrough Copy- Option 2
Clean Copy- Option 2
Updated Staff Report
PB Recommendation
Consistency Statement
Updated Newspaper Ad

Meeting Timeline

December 17, 2019- Planning Board (recommendation)
January 6, 2020- Town Council (continued)
March 16, 2020- Town Council (continued)
May 18, 2020- Town Council



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

ORDINANCE AMENDMENT APPLICATION

Pursuant to Article 7, Section 155.703 of the Unified Development Code, the Town Council, Board of Adjustment, Planning Board, Planning Director, or the general public may petition the Town Council to amend the Code of Ordinances.

Application Fee: TBD

Advertisement Fee: \$100.00

All fees are due when the application is submitted.

AMENDMENT INFORMATION

Project Name: Access / Sidewalk Ordinance Amendment

Existing title of Code Section(s): General Development Standards- Access

Code Section Number(s): 155.400 Access

APPLICANT/CONTACT INFORMATION

Applicant: Town of Clayton Planning Department

Mailing Address: PO Box 879 Clayton, NC 27520

Phone Number: 919-553-5002

Fax: _____

Contact Person: Haley Hogg, Planner II & Samantha Wullenwaber, Planning Director

Email Address: hhogg@townofclaytonnc.org & swullenwaber@townofclaytonnc.org

DESCRIPTION OF REQUESTED CHANGES

Please provide a general justification of the requested ordinance amendment. Attach additional sheets if necessary.

Update the requirements for access points for residential subdivisions and multi-family developments to ensure adequate access for emergency vehicles including fire, police, and EMS. Additionally, the amendment specifies the requirements of sidewalks and when sidewalk development vs. fee-in-lieu is appropriate.

FOR OFFICE USE ONLY

Date Received: 12-2-19

Amount Paid: NO Fee -
Town initiated

File Number: 2019-243

REQUIRED INFORMATION (to be submitted with the application)

The following items must accompany this application for it to be deemed complete.

To be completed by the applicant:	For staff use only:				
Submit 9 copies of all materials unless otherwise noted or directed by staff	Yes	N/A	Yes	No	N/A
1. A pre-application conference was held with Town of Clayton staff. Date: _____	☐				
2. Review Fee and Advertisement Fee	☐				
3. Completed application	☒				
4. A bound strikethrough/underline copy of the Code section(s) proposed for revision	☒				
5. A bound "clean" copy of the Code section(s) proposed for revision	☒				

APPROVAL CRITERIA

All applications for Ordinance Amendment must address the following criteria:

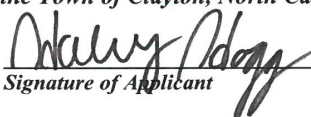
1. The extent to which the proposed text amendment is consistent with the remainder of the chapter, including specifically, any purpose and intent statements.
The proposed text amendment is consistent with the remainder of the chapter, including any purpose and intent statements.
2. The extent to which the proposed text amendment represents a new idea not considered in the existing chapter, or represents a revision necessitated by changing circumstances over time.
The proposed amendment does not represent a new idea not considered in the existing chapter, but does represent a revision necessitated to ensure adequate vehicular and pedestrian access is provided.
3. Whether or not the proposed text amendment corrects an error in the chapter.
The text amendment does not correct an error in the chapter.
4. Whether or not the proposed text amendment revises the chapter to comply with state or federal statutes or case law.
The proposed amendment is not proposed to comply with state or federal statutes or case law.

APPLICANT AFFIDAVIT

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

Haley Hogg

Print Name



Signature of Applicant

12/2/19

Date

PUBLIC NOTICE

In accordance with NC GS 160A-364, the Clayton Town Council will hold a public hearing on Monday, May 18, 2020, at 6:00 PM to consider the following amendment to the Unified Development Code: 2019-243-OA Access Ordinance Amendment. This amendment pertains to the minimum number of required access points for residential development and sidewalk requirements. The proposed amendment is available on the Town's website townofclaytonnc.org

Title XV, Chapter 155 is proposed to be amended to modify the following section:

- Section 400: Access

The Council meeting will be held remotely. The Council chambers will be closed to the public. The public may view the live council meeting on the Town's YouTube channel:

<https://youtube.com/user/TownofClaytonNC/videos>

To speak at the public hearing on this amendment you must sign up in advance by contacting the Town Clerk at 919-553-5002 or kmoffett@townofclaytonnc.org.

Samantha Wullenwaber, Planning Director
919-553-5002

The Johnstonian Newspaper

Please advertise on the following dates:

May 6, 2020

May 13, 2020

Affidavit of publication required.



Memorandum

To: Lee Barbee, Fire Chief
From: Matt Sutphin, Board Chair and Fire Advisory Board Members
Date: January 24, 2020
RE: Supporting the Proposed Amendment to UDO (Section 155.400)

On January 24, 2020 at the Clayton's Fire Advisory Board meeting, the board members and I fully discussed safety concerns regarding access points for residential subdivisions. Having the appropriate number of access points can help save lives in a fire or other emergency. The changes in this UDO are proposed for safety reasons and will better match the Fire Code requirement.

As our community continues to grow, adopting the updated Section 155.400 of the UDO will allow the Clayton Fire Department to continue the high level of safety and performance currently expected by our citizens. It is my pleasure to acknowledge the support of the Fire Advisory Board and their recommendation that Council adopt this amendment.

ARTICLE 4: GENERAL DEVELOPMENT STANDARDS

CONTENTS:

§ 155.400	ACCESS.....	1
§ 155.401	OFF-STREET PARKING AND LOADING.....	Error! Bookmark not defined. 6
	PART 1. PARKING STANDARDS.....	Error! Bookmark not defined. 7
	PART 2. QUEUING STANDARDS.....	Error! Bookmark not defined. 18
	PART 3. LOADING STANDARDS.....	Error! Bookmark not defined. 19
§ 155.402	LANDSCAPING, SCREENING AND BUFFERING.....	Error! Bookmark not defined. 20
	PART 1. SITE INTERIOR LANDSCAPE REQUIREMENTS.....	Error! Bookmark not defined. 21
	PART 2. PERIMETER BUFFERS.....	Error! Bookmark not defined. 22
	PART 3. STREET YARD TREES.....	Error! Bookmark not defined. 29
	PART 4. SCREENING.....	Error! Bookmark not defined. 29
	PART 5. GENERAL LANDSCAPING, SCREENING AND BUFFERING PROVISIONS.....	Error! Bookmark not defined. 22
§ 155.403	SIGNS.....	Error! Bookmark not defined. 36
§ 155.404	OUTDOOR LIGHTING.....	Error! Bookmark not defined. 75
§155.405	DESIGN STANDARDS- NON-RESIDENTIAL & MULTI-FAMILY.....	67

§ 155.400 ACCESS

(A) PURPOSE AND INTENT

It is the intent of this Section to establish procedures and design standards for driveways and access points to promote efficiency and safety of the connecting street system, support operations of the surrounding pedestrian and bicycle network, ensure safe roadway access to all parcels and lots, and promote a vibrant and attractive streetscape character. These procedures and standards are intended to preserve and enhance the character of the community, and protect the health, safety and general welfare of Clayton's residents.

(B) ACCESS

For the purposes of this section, access means the point or points of ingress and egress from a development or parcel to the existing right-of-way network.

(C) **ACCESS REQUIRED**

- (1) Except as provided in paragraph(c)(2) below, no principal building, structure, or use may be erected or established on any lot which does not abut at least 30 feet on a street that is publicly-dedicated and maintained by the Town or the North Carolina Department Of Transportation.
- (2) The Planning Director may authorize, in specific situations, alternative driveway access when:
 - (a) The effect of such application would be to deprive the parcel of reasonable access; or
 - (b) The size, configuration, or lack of frontage makes alternatives infeasible.
 - (c) At a minimum, entrances and exits, except those associated with a single-family residential use, shall be subject to the dimensional standards provided in Table 4-1 below.

TABLE 4-1 –DIMENSIONAL STANDARDS OF ACCESS WAYS

Min. Entrance/Exit Width	Feet ⁽¹⁾
One-Way	15
Two-Way without median	25 (35 maximum)
Two-way with median	40 ⁽²⁾
Right Turn Radius ⁽³⁾	
Minimum	25
Maximum	30
Notes:	
1. All entrances and exits are subject to approval by the Town of Clayton and/or NCDOT. Widths exceeding these standards may be approved by the Planning Director or Town Engineer, depending on the use.	
2. Width excludes median. 20 foot unobstructed pavement required on both sides of median, excluding landscape islands.	
3. Measured on side of driveway exposed to entry or exit by right turning vehicles.	

(D) **COMPLIANCE WITH LOCAL AND STATE REQUIREMENTS**

- (3) Prior to beginning any construction, permits necessary to connect to the right-of-way network of the town or state shall be secured. Driveway connections to individual residences are generally excluded from this requirement, but may be necessary if a safety concern is identified.
- (4) Failure to secure necessary permits prior to construction may result in the removal of the driveways and/or denial of access at that location.

- (5) A Certificate of Occupancy shall not be issued until the access requirements of this chapter have been met.

(E) **ACCESS TO RESIDENTIAL SUBDIVISIONS**

- (1) When a residential subdivision borders on or contains a major thoroughfare, direct driveway access from lots within the subdivision onto the thoroughfare shall not be permitted.
- (2) In order to accommodate emergency and service vehicles, the following standards shall apply:
- (a) Any residential subdivision of greater than 30 lots shall include at least two separate and constructed access points. ~~The second access may consist of an existing or future street connection to an adjacent development.~~
 - ~~(b) Any residential subdivision of greater than 75 lots shall include at least two access points. The second access may consist of a street connection to an existing adjacent development.~~
 - ~~(c) No more than 75 certificates of occupancy may be issued within the subdivision until the required secondary access has been constructed or bonded for construction.~~
 - (b) Residential subdivisions of 300 ~~250~~ or more lots shall provide at least three separate and constructed access points. ~~Where three or more access points are required, the Town Council may waive the requirement for immediate construction of more than two access points, provided that subdivision phasing and design illustrates the additional required connections. A Variance may be sought in accordance with section § 155.716 in situations where unique topographical features such as slope or other unique circumstances limit the potential for the third access point.~~
 - ~~(c) Street stub-outs to adjacent undeveloped properties shall be provided as deemed appropriate. Stub-outs to adjacent undeveloped properties shall not count towards the minimum number of required access points. All stub-outs shall be constructed to the property line.~~
 - ~~(d) Street connections shall be made to existing stub-outs on adjacent developed properties. These street connections may count towards the minimum number of required access points.~~
 - ~~(e) All required access points outlined in this section shall be constructed prior to plat recordation of the phase in which the access points are located.~~

Commented [HH1]: Modified to 300 units

~~(3) — A waiver (see § 155.706(l)(7)) of these standards may be allowed by the Town Council during approval of the preliminary subdivision plat only where limited frontage, natural features (slope, topography), or similar circumstances preclude the required connections and there is no substantial impact noted regarding emergency service delivery.~~

(F) MULTI-FAMILY RESIDENTIAL DEVELOPMENTS

~~(a) Multi-Family projects having more than 100 dwelling units shall provide at least two separate and constructed access points. Required access points shall be constructed prior to issuance of the first Certificate of Occupancy for the phase in which they are located.~~

(F)(G) RESIDENTIAL DRIVEWAY STANDARDS

Residential driveway access to and from streets shall be constructed in accordance with Town standards as outlined below:

(1) Design

The standard residential driveway access for the Town shall be a "ramp" type driveway section. Ramp-type driveways shall be constructed in accordance with Town standards and specifications as outlined in the Town's *Engineering Design Manual*.

(2) Width

The width of a residential driveway shall be no less than ten feet and no more than 24 feet. When two residential driveways coincide along a property line, the maximum width of both driveways combined shall not exceed 24 feet.

(3) Number

The number of driveway access points servicing a residential lot should be limited to one. In no instance shall there be more than two residential driveway access points servicing the lot.

(4) Setbacks

- (a) Residential driveways shall be spaced at least 20 feet from any other driveway on the same lot.
- (b) Driveways shall be no closer than three and one-half feet to any lot line, except where two residential driveways coincide along the same lot line.
- (c) The minimum corner clearance from the curb line or edge of pavement of intersecting streets shall be at least 20 feet from the point of tangency of the radius curvature, or 20 feet from the intersection of right-of-way lines, whichever is greater.

- (d) The radius of the driveway shall not encroach on the minimum corner clearance.

~~(G)(H)~~ **NON-RESIDENTIAL DRIVEWAY STANDARDS**

(1) **Design**

Non-residential driveway access to and from streets shall be constructed in accordance with the standards and specifications provided in the manual, *Policy on Street and Driveway Access to North Carolina Highways*, as adopted and amended by NCDOT.

(2) **Number**

- (a) For any development, the number of driveway access points may be restricted where it is necessary for purposes of decreasing traffic congestion or hazards. These restrictions may include required common access points.
- (b) Approval of driveway access between a lot and the right-of-way at an interval less than those specified by the *Policy on Street and Driveway Access to North Carolina Highways* manual, as adopted and amended by NCDOT, may be granted only by review and recommendation of the Town Engineer and NCDOT.

(3) **Outparcels**

Outparcels shall take access from within the development, where possible.

~~(H)(I)~~ **CROSS ACCESS CONNECTIONS**

- (1) Internal driveway connections to adjacent existing or future development shall be provided for residential and commercial development, and clearly identified. All driveway connections shall be constructed and stubbed to the property line, and future development of adjacent property shall complete a connection to any existing stub.
- (2) Access easements may be required to ensure outparcels or adjacent developments have adequate access if ownership patterns change.

~~(2) — The Planning Board or Town Council may waive the requirement for a driveway connection required above in those cases where unusual topography or site conditions would render such a connection or easement of no benefit to adjoining properties.~~

~~(H)(J)~~ **SHARED ACCESS**

A shared access easement may be required between adjacent lots fronting on a thoroughfare in order to minimize the total number of access points along those streets and to facilitate traffic flow between lots.

~~(H)(K)~~ **CLOSURE OR RELOCATION OF EXISTING ACCESS POINTS**

- (1) The Planning Board or Town Council, in conjunction with NCDOT, shall have the authority to require the closure or relocation of existing access points where multiple access points to the site are available.
- (2) The Planning Board or Town Council may approve the closure of driveway access in those cases where adjoining parcels are subsequently developed with a residential use.

~~(K)~~(L) **VISIBILITY AT INTERSECTIONS**

- (1) On a corner lot, nothing shall be erected, placed, planted, or allowed to grow in such a manner as to materially impede vision between a height of 30 inches and ten feet in a triangular area formed by a diagonal line between two points on the right-of-way lines, 20 feet from where they intersect.
- (2) Adequate sight distance should be provided at all driveway access points and shall be in accordance with the standards provided in the manual, *Policy on Street and Driveway Access to North Carolina Highways*, as adopted and amended by the NCDOT.

~~(L)~~(M) **THOROUGHFARE OVERLAY DISTRICT**

In addition to the standards set forth in this Section, driveways to be constructed within a Thoroughfare Overlay District are subject to the additional standards set forth in § 155.204(A).

~~(N)~~ **SIDEWALKS**

- (1) All sidewalks associated with a residential subdivision shall be required as outlined in Article 6 of this chapter.
- (2) All residential and non-residential development projects not associated with a residential subdivision shall be required to install sidewalks and curb-and-gutter along all property lines with road frontage. If there is no existing sidewalk within 300' of the proposed development project, a fee-in-lieu of sidewalk may be accepted.
- (3) If fee-in-lieu of sidewalk is made, an Engineer's estimate for fee-in-lieu shall be provided to the Town's Engineering department for review. Fee-in-lieu shall be paid for sidewalks prior to issuance of building permits.

(4) Sidewalks shall be installed prior to issuance of a Certificate of Occupancy for the development.

(Ord. 2005-11-02, passed 11-21-05; Am. Ord. 2013-09-03, passed 9-3-13)

ARTICLE 4: GENERAL DEVELOPMENT STANDARDS

CONTENTS:

§ 155.400	ACCESS	1
§ 155.401	OFF-STREET PARKING AND LOADING	Error! Bookmark not defined.
PART 1.	PARKING STANDARDS.....	Error! Bookmark not defined.
PART 2.	QUEUING STANDARDS	Error! Bookmark not defined.
PART 3.	LOADING STANDARDS	Error! Bookmark not defined.
§ 155.402	LANDSCAPING, SCREENING AND BUFFERING	Error! Bookmark not defined.
PART 1.	SITE INTERIOR LANDSCAPE REQUIREMENTS.....	Error! Bookmark not defined.
PART 2.	PERIMETER BUFFERS	Error! Bookmark not defined.
PART 3.	STREET YARD TREES.....	Error! Bookmark not defined.
PART 4.	SCREENING	Error! Bookmark not defined.
PART 5.	GENERAL LANDSCAPING, SCREENING AND BUFFERING PROVISIONS.....	Error! Bookmark not defined.
§ 155.403	SIGNS	Error! Bookmark not defined.
§ 155.404	OUTDOOR LIGHTING	Error! Bookmark not defined.
§155.405	DESIGN STANDARDS- NON-RESIDENTIAL & MULTI-FAMILY.....	67

§ 155.400 ACCESS

(A) PURPOSE AND INTENT

It is the intent of this Section to establish procedures and design standards for driveways and access points to promote efficiency and safety of the connecting street system, support operations of the surrounding pedestrian and bicycle network, ensure safe roadway access to all parcels and lots, and promote a vibrant and attractive streetscape character. These procedures and standards are intended to preserve and enhance the character of the community, and protect the health, safety and general welfare of Clayton's residents.

(B) ACCESS

For the purposes of this section, access means the point or points of ingress and egress from a development or parcel to the existing right-of-way network.

(C) **ACCESS REQUIRED**

- (1) Except as provided in paragraph(c)(2) below, no principal building, structure, or use may be erected or established on any lot which does not abut at least 30 feet on a street that is publicly-dedicated and maintained by the Town or the North Carolina Department Of Transportation.
- (2) The Planning Director may authorize, in specific situations, alternative driveway access when:
 - (a) The effect of such application would be to deprive the parcel of reasonable access; or
 - (b) The size, configuration, or lack of frontage makes alternatives infeasible.
 - (c) At a minimum, entrances and exits, except those associated with a single-family residential use, shall be subject to the dimensional standards provided in Table 4-1 below.

TABLE 4-1 –DIMENSIONAL STANDARDS OF ACCESS WAYS

Min. Entrance/Exit Width	Feet ⁽¹⁾
One-Way	15
Two-Way without median	25 (35 maximum)
Two-way with median	40 ⁽²⁾
Right Turn Radius ⁽³⁾	
Minimum	25
Maximum	30
Notes:	
1.	All entrances and exits are subject to approval by the Town of Clayton and/or NCDOT. Widths exceeding these standards may be approved by the Planning Director or Town Engineer, depending on the use.
2.	Width excludes median. 20 foot unobstructed pavement required on both sides of median, excluding landscape islands.
3.	Measured on side of driveway exposed to entry or exit by right turning vehicles.

(D) **COMPLIANCE WITH LOCAL AND STATE REQUIREMENTS**

- (3) Prior to beginning any construction, permits necessary to connect to the right-of-way network of the town or state shall be secured. Driveway connections to individual residences are generally excluded from this requirement, but may be necessary if a safety concern is identified.
- (4) Failure to secure necessary permits prior to construction may result in the removal of the driveways and/or denial of access at that location.

- (5) A Certificate of Occupancy shall not be issued until the access requirements of this chapter have been met.

(E) **ACCESS TO RESIDENTIAL SUBDIVISIONS**

- (1) When a residential subdivision borders on or contains a major thoroughfare, direct driveway access from lots within the subdivision onto the thoroughfare shall not be permitted.
- (2) In order to accommodate emergency and service vehicles, the following standards shall apply:
- (a) Any residential subdivision of greater than 30 lots shall include at least two separate and constructed access points.
 - (b) Residential subdivisions of 300 or more lots shall provide at least three separate and constructed access points. A Variance may be sought in accordance with section § 155.716 in situations where unique topographical features such as slope or other unique circumstances limit the potential for the third access point.
 - (c) Street stub-outs to adjacent undeveloped properties shall be provided as deemed appropriate. Stub-outs to adjacent undeveloped properties shall not count towards the minimum number of required access points. All stub-outs shall be constructed to the property line.
 - (d) Street connections shall be made to existing stub-outs on adjacent developed properties. These street connections may count towards the minimum number of required access points.
 - (e) All required access points outlined in this section shall be constructed prior to plat recordation of the phase in which the access points are located.

(F) **MULTI-FAMILY RESIDENTIAL DEVELOPMENTS**

- (a) Multi-Family projects having more than 100 dwelling units shall provide at least two separate and constructed access points. Required access points shall be constructed prior to issuance of the first Certificate of Occupancy for the phase in which they are located.

(G) **RESIDENTIAL DRIVEWAY STANDARDS**

Residential driveway access to and from streets shall be constructed in accordance with Town standards as outlined below:

(1) **Design**

The standard residential driveway access for the Town shall be a "ramp" type driveway section. Ramp-type driveways shall be constructed in accordance with Town standards and specifications as outlined in the Town's *Engineering Design Manual*.

(2) **Width**

The width of a residential driveway shall be no less than ten feet and no more than 24 feet. When two residential driveways coincide along a property line, the maximum width of both driveways combined shall not exceed 24 feet.

(3) **Number**

The number of driveway access points servicing a residential lot should be limited to one. In no instance shall there be more than two residential driveway access points servicing the lot.

(4) **Setbacks**

- (a) Residential driveways shall be spaced at least 20 feet from any other driveway on the same lot.
- (b) Driveways shall be no closer than three and one-half feet to any lot line, except where two residential driveways coincide along the same lot line.
- (c) The minimum corner clearance from the curb line or edge of pavement of intersecting streets shall be at least 20 feet from the point of tangency of the radius curvature, or 20 feet from the intersection of right-of-way lines, whichever is greater.
- (d) The radius of the driveway shall not encroach on the minimum corner clearance.

(H) **NON-RESIDENTIAL DRIVEWAY STANDARDS**

(1) **Design**

Non-residential driveway access to and from streets shall be constructed in accordance with the standards and specifications provided in the manual, *Policy on Street and Driveway Access to North Carolina Highways*, as adopted and amended by NCDOT.

(2) **Number**

- (a) For any development, the number of driveway access points may be restricted where it is necessary for purposes of decreasing traffic congestion or hazards. These restrictions may include required common access points.
- (b) Approval of driveway access between a lot and the right-of-way at an interval less than those specified by the *Policy on Street and Driveway Access to North Carolina Highways*

manual, as adopted and amended by NCDOT, may be granted only by review and recommendation of the Town Engineer and NCDOT.

(3) **Outparcels**

Outparcels shall take access from within the development, where possible.

(I) **CROSS ACCESS CONNECTIONS**

- (1) Internal driveway connections to adjacent existing or future development shall be provided for residential and commercial development, and clearly identified. All driveway connections shall be constructed and stubbed to the property line, and future development of adjacent property shall complete a connection to any existing stub.
- (2) Access easements may be required to ensure outparcels or adjacent developments have adequate access if ownership patterns change.

(J) **SHARED ACCESS**

A shared access easement may be required between adjacent lots fronting on a thoroughfare in order to minimize the total number of access points along those streets and to facilitate traffic flow between lots.

(K) **CLOSURE OR RELOCATION OF EXISTING ACCESS POINTS**

- (1) The Planning Board or Town Council, in conjunction with NCDOT, shall have the authority to require the closure or relocation of existing access points where multiple access points to the site are available.
- (2) The Planning Board or Town Council may approve the closure of driveway access in those cases where adjoining parcels are subsequently developed with a residential use.

(L) **VISIBILITY AT INTERSECTIONS**

- (1) On a corner lot, nothing shall be erected, placed, planted, or allowed to grow in such a manner as to materially impede vision between a height of 30 inches and ten feet in a triangular area formed by a diagonal line between two points on the right-of-way lines, 20 feet from where they intersect.
- (2) Adequate sight distance should be provided at all driveway access points and shall be in accordance with the standards provided in the manual, *Policy on Street and Driveway Access to North Carolina Highways*, as adopted and amended by the NCDOT.

(M) **THOROUGHFARE OVERLAY DISTRICT**

In addition to the standards set forth in this Section, driveways to be constructed within a Thoroughfare Overlay District are subject to the additional standards set forth in § 155.204(A).

(N) **SIDEWALKS**

- (1) All sidewalks associated with a residential subdivision shall be required as outlined in Article 6 of this chapter.
 - (2) All residential and non-residential development projects not associated with a residential subdivision shall be required to install sidewalks and curb-and-gutter along all property lines with road frontage. If there is no existing sidewalk within 300' of the proposed development project, a fee-in-lieu of sidewalk may be accepted.
 - (3) If fee-in-lieu of sidewalk is made, an Engineer's estimate for fee-in-lieu shall be provided to the Town's Engineering department for review. Fee-in-lieu shall be paid for sidewalks prior to issuance of building permits.
- (4) Sidewalks shall be installed prior to issuance of a Certificate of Occupancy for the development. (Ord. 2005-11-02, passed 11-21-05; Am. Ord. 2013-09-03, passed 9-3-13)

ARTICLE 4: GENERAL DEVELOPMENT STANDARDS

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§ 155.400 ACCESS

(A) PURPOSE AND INTENT

It is the intent of this Section to establish procedures and design standards for driveways and access points to promote efficiency and safety of the connecting street system, support operations of the surrounding pedestrian and bicycle network, ensure safe roadway access to all parcels and lots, and promote a vibrant and attractive streetscape character. These procedures and standards are intended to preserve and enhance the character of the community, and protect the health, safety and general welfare of Clayton's residents.

(B) ACCESS

For the purposes of this section, access means the point or points of ingress and egress from a development or parcel to the existing right-of-way network.

(C) **ACCESS REQUIRED**

- (1) Except as provided in paragraph(c)(2) below, no principal building, structure, or use may be erected or established on any lot which does not abut at least 30 feet on a street that is publicly-dedicated and maintained by the Town or the North Carolina Department Of Transportation.
- (2) The Planning Director may authorize, in specific situations, alternative driveway access when:
 - (a) The effect of such application would be to deprive the parcel of reasonable access; or
 - (b) The size, configuration, or lack of frontage makes alternatives infeasible.
 - (c) At a minimum, entrances and exits, except those associated with a single-family residential use, shall be subject to the dimensional standards provided in Table 4-1 below.

TABLE 4-1 –DIMENSIONAL STANDARDS OF ACCESS WAYS

Min. Entrance/Exit Width	Feet ⁽¹⁾
One-Way	15
Two-Way without median	25 (35 maximum)
Two-way with median	40 ⁽²⁾
Right Turn Radius ⁽³⁾	
Minimum	25
Maximum	30
Notes:	
1. All entrances and exits are subject to approval by the Town of Clayton and/or NCDOT. Widths exceeding these standards may be approved by the Planning Director or Town Engineer, depending on the use.	
2. Width excludes median. 20 foot unobstructed pavement required on both sides of median, excluding landscape islands.	
3. Measured on side of driveway exposed to entry or exit by right turning vehicles.	

(D) **COMPLIANCE WITH LOCAL AND STATE REQUIREMENTS**

- (3) Prior to beginning any construction, permits necessary to connect to the right-of-way network of the town or state shall be secured. Driveway connections to individual residences are generally excluded from this requirement, but may be necessary if a safety concern is identified.
- (4) Failure to secure necessary permits prior to construction may result in the removal of the driveways and/or denial of access at that location.

- (5) A Certificate of Occupancy shall not be issued until the access requirements of this chapter have been met.

(E) **ACCESS TO RESIDENTIAL SUBDIVISIONS**

- (1) When a residential subdivision borders on or contains a major thoroughfare, direct driveway access from lots within the subdivision onto the thoroughfare shall not be permitted.
- (2) In order to accommodate emergency and service vehicles, the following standards shall apply:
- (a) Any residential subdivision of greater than 30 lots shall include at least two separate and constructed access points. ~~The second access may consist of an existing or future street connection to an adjacent development.~~
 - ~~(b) Any residential subdivision of greater than 75 lots shall include at least two access points. The second access may consist of a street connection to an existing adjacent development.~~
 - ~~(c) No more than 75 certificates of occupancy may be issued within the subdivision until the required secondary access has been constructed or bonded for construction.~~
 - ~~(d)~~ Residential subdivisions of 300 ~~250~~ or more lots shall provide at least three separate and constructed access points. Where three or more access points are required, the Town Council may waive the requirement for immediate construction of more than two access points, provided that subdivision phasing and design illustrates the additional required connections.
 - ~~(b) Street stub-outs to adjacent undeveloped properties shall be provided as deemed appropriate. Stub-outs to adjacent undeveloped properties shall not count towards the minimum number of required access points. All stub-outs shall be constructed to the property line.~~
 - ~~(c) Street connections shall be made to existing stub-outs on adjacent developed properties. These street connections may count towards the minimum number of required access points.~~
 - ~~(d) All required access points outlined in this section shall be constructed prior to plat recordation of the phase in which the access points are located.~~
- (3) A waiver (see § 155.706(l)(7)) of these standards may be allowed by the Town Council during approval of the preliminary subdivision plat only where limited frontage, natural features (slope, topography), or similar circumstances preclude the required connections and there is no substantial impact noted regarding emergency service delivery.

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(F) MULTI-FAMILY RESIDENTIAL DEVELOPMENTS

- (a) Multi-Family projects having more than 100 dwelling units shall provide at least two separate and constructed access points. Required access points shall be constructed prior to issuance of the first Certificate of Occupancy for the phase in which they are located.

(F)(G) RESIDENTIAL DRIVEWAY STANDARDS

Residential driveway access to and from streets shall be constructed in accordance with Town standards as outlined below:

(1) Design

The standard residential driveway access for the Town shall be a "ramp" type driveway section. Ramp-type driveways shall be constructed in accordance with Town standards and specifications as outlined in the Town's *Engineering Design Manual*.

(2) Width

The width of a residential driveway shall be no less than ten feet and no more than 24 feet. When two residential driveways coincide along a property line, the maximum width of both driveways combined shall not exceed 24 feet.

(3) Number

The number of driveway access points servicing a residential lot should be limited to one. In no instance shall there be more than two residential driveway access points servicing the lot.

(4) Setbacks

- (a) Residential driveways shall be spaced at least 20 feet from any other driveway on the same lot.
- (b) Driveways shall be no closer than three and one-half feet to any lot line, except where two residential driveways coincide along the same lot line.
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- (d) The radius of the driveway shall not encroach on the minimum corner clearance.

(G)(H) NON-RESIDENTIAL DRIVEWAY STANDARDS

(1) Design

Non-residential driveway access to and from streets shall be constructed in accordance with the standards and specifications provided in the manual, *Policy on Street and Driveway Access to North Carolina Highways*, as adopted and amended by NCDOT.

(2) **Number**

- (a) For any development, the number of driveway access points may be restricted where it is necessary for purposes of decreasing traffic congestion or hazards. These restrictions may include required common access points.
- (b) Approval of driveway access between a lot and the right-of-way at an interval less than those specified by the *Policy on Street and Driveway Access to North Carolina Highways* manual, as adopted and amended by NCDOT, may be granted only by review and recommendation of the Town Engineer and NCDOT.

(3) **Outparcels**

Outparcels shall take access from within the development, where possible.

~~(H)(I)~~ **CROSS ACCESS CONNECTIONS**

- (1) Internal driveway connections to adjacent existing or future development shall be provided for residential and commercial development, and clearly identified. All driveway connections shall be constructed and stubbed to the property line, and future development of adjacent property shall complete a connection to any existing stub.
- (2) Access easements may be required to ensure outparcels or adjacent developments have adequate access if ownership patterns change.

~~(3) The Planning Board or Town Council may waive the requirement for a driveway connection required above in those cases where unusual topography or site conditions would render such a connection or easement of no benefit to adjoining properties.~~

~~(H)(J)~~ **SHARED ACCESS**

A shared access easement may be required between adjacent lots fronting on ~~a thoroughfare~~ in order to minimize the total number of access points along those streets and to facilitate traffic flow between lots.

~~(H)(K)~~ **CLOSURE OR RELOCATION OF EXISTING ACCESS POINTS**

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- (1) On a corner lot, nothing shall be erected, placed, planted, or allowed to grow in such a manner as to materially impede vision between a height of 30 inches and ten feet in a triangular area formed by a diagonal line between two points on the right-of-way lines, 20 feet from where they intersect.
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§ 155.400 ACCESS

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For the purposes of this section, access means the point or points of ingress and egress from a development or parcel to the existing right-of-way network.

(C) **ACCESS REQUIRED**

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Town of Clayton Unified Development Code
Article 4 – Updated through 04-04-2016

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(H) **NON-RESIDENTIAL DRIVEWAY STANDARDS**

(1) **Design**

Non-residential driveway access to and from streets shall be constructed in accordance with the standards and specifications provided in the manual, *Policy on Street and Driveway Access to North Carolina Highways*, as adopted and amended by NCDOT.

(2) **Number**

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A shared access easement may be required between adjacent lots fronting on a thoroughfare in order to minimize the total number of access points along those streets and to facilitate traffic flow between lots.

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(L) **VISIBILITY AT INTERSECTIONS**

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In addition to the standards set forth in this Section, driveways to be constructed within a Thoroughfare Overlay District are subject to the additional standards set forth in § 155.204(A).

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- (3) If fee-in-lieu of sidewalk is made, an Engineer's estimate for fee-in-lieu shall be provided to the Town's Engineering department for review. Fee-in-lieu shall be paid for sidewalks prior to issuance of building permits.

(4) Sidewalks shall be installed prior to issuance of a Certificate of Occupancy for the development. (Ord. 2005-11-02, passed 11-21-05; Am. Ord. 2013-09-03, passed 9-3-13)



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

*Town Council
May 18, 2020*

STAFF REPORT

Application Number: 2019-243-OA
Project Name: Access & Sidewalk Ordinance Amendment

Applicant: Town of Clayton

Public Noticing:

- Newspaper ad to be published May 6, 2020 and May 13, 2020

REQUEST: Request to amend the Unified Development Code Title XV, §155.400. This amendment seeks to clarify the general development standards for residential and non-residential development. The amendment includes access points clarification, sidewalk, and fee-in-lieu clarification among other items.

SECTIONS PROPOSED FOR AMENDMENT:

The following sections of Title XV, Chapter 155 and their general description are proposed for amendment:

- 400- Access

STAFF ANALYSIS AND COMMENTARY:

Overview

This ordinance amendment modifies Section 400 of the Unified Development Code which pertains to general development standards. The primary proposed changes are outlined in detail below:

Access to Residential Subdivisions

1. Number of Access Points

Staff is proposing to amend the requirement for the minimum number of access points for residential subdivisions for safety purposes. These proposed changes have been discussed internally among the Planning, Engineering, Public Services, Police, Inspections, and Fire departments.

At this time the Fire Department enforces the access requirements of Appendix D of the North Carolina State Fire Code for residential subdivisions, which requires all subdivisions over 30 lots to include at least two separate and constructed access points. The UDC's current language contradicts this requirement as

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it currently allows the secondary access to be provided in the form of a stub-out or future connection to adjacent parcels. Staff is proposing to modify the requirement to better match the Fire Code requirement.

The proposed ordinance amendment is slightly more stringent than the Fire Code. As currently written, the fire code allows at times the number of access points to be reduced if individual housing units have sprinkler systems installed. While this addresses the concern of fire, it still does not address the issue of access for other emergency services such as EMS and Police. For this reason staff is proposing the recommended number of access points be required regardless of whether or not sprinkler systems are installed within individual units. This means that any subdivision over 30 lots would be required to have two constructed access points serving the development.

These changes are proposed for safety reasons. If a subdivision is constructed with only one access point there is a risk that if that access point is blocked for any reason then emergency services would not be able to get to residents within the development. The proposed changes are to ensure that adequate access for emergency services (fire, EMS, and police) is provided for residences. This also allows for looping of utility lines which is necessary for water quality and flow. Looping water lines instead of creating dead ends helps water quality and pressure.

2. Waivers

Option 1 of this ordinance amendment proposes the removal of the language regarding waivers for required access points. The Fire Code does not permit waivers. In instances that the UDC may be stricter regarding access points, a variance process would be more appropriate when there is a unique hardship as it is a quasi-judicial process which requires evidence and specific Findings to be met.

Option 2 of this ordinance amendment retains the existing waiver language and does not require a variance.

3. Timing of Construction

Staff is proposing that the required access points be constructed prior to plat recordation of the phase in which the access points are located.

Access to Multi-Family Developments

The UDC does not currently specify access requirements for multi-family residential developments. This would include apartment developments primarily, but may also include townhomes that are built to multi-family building code standards. The proposed required number of access points is based upon the Fire Code, which is already being enforced by the Town's Fire department. As with the modifications for residential subdivisions, the proposed ordinance amendment would not allow a reduction in the number of required access points regardless of whether or not the buildings have sprinkler systems installed. These access points would be required to be constructed prior to issuance of the first CO in the phase in which they are located.

Sidewalks

The UDC does not currently have clear standards in regards to the requirements of sidewalk and situations in which fee-in-lieu of sidewalk is appropriate. The amendment proposed pertains only to residential and non-residential developments not associated with major subdivisions, as major subdivisions are subject to separate requirements in Section 6 of the UDC. The proposed ordinance amendment clarifies that sidewalks and curb-and-gutter are required along all property lines with road frontage for developments. In instances where there is no existing sidewalk within 300', fee-in-lieu may be paid instead prior to issuance of building permits.

Update to Ordinance Amendment

Following the Planning Board meeting and additional conversations regarding the topic of access, staff is now proposing a third constructed access point be required at 300 single-family lots rather than 250 single-family lots.

Approval Criteria:

- **Consistency with remainder of the Chapter**
The request is consistent with the remainder of Chapter 155.

- **Novelty of the request**
The request does not represent novel changes to the Code. The code currently outlines requirements for access points and sidewalks. The modifications are simply updating the access point requirements to better match the Fire Code and the sidewalks to provide additional clarification.

CONSIDERATIONS

- The Planning Board shall make a recommendation to Town Council. The Town Council shall make a final decision regarding revisions to the Town Code.

STAFF RECOMMENDATION:

- Staff is recommending approval of Option 1 of the ordinance amendment.
- Planning Board recommended approval of Option 1 of the ordinance amendment. Option 2 was not presented at Planning Board but was created following previous Town Council hearings and discussions.

If desired, the Town Council can choose Option 1, Option 2, or create a modified option for the proposed ordinance amendment.

ATTACHMENTS:

- 1) Application
- 2) Option 1- Variance Draft Ordinance Amendment, in strikethrough/underline
- 3) Option 1- Variance Draft Ordinance- Clean Copy
- 4) Option 2- Waiver Draft Ordinance Amendment, in strikethrough/underline
- 5) Option 2- Waiver Draft Ordinance- Clean Copy
- 6) PB Recommendation
- 7) Newspaper Ad
- 8) Letter of Support

**TOWN OF CLAYTON
PLANNING BOARD WRITTEN RECOMMENDATION
Ordinance Amendment**

2019-243-OA Access & Sidewalk Ordinance Amendment

On December 17, 2019 the Planning Board heard the above-referenced request and made the following vote:

Recommendation to the Town Council to:

☒ approve the request.

☐ deny the request.

Recommendation(s) made this 17th day of December, 2019 while in regular session.

Signed:


Robert J. Ahlert, Planning Board Chair

TOWN OF CLAYTON
ORDINANCE AMENDMENT
CONSISTENCY AND REASONABLENESS STATEMENT
[2019-243-OA Access Ordinance Amendment]

The Town Council of the Town of Clayton hereby states:

Section 1: The above referenced ordinance amendment IS APPROVED.

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

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

- Goal M2: Support interconnected street systems that efficiently disperse traffic.
- Goal LU2: Encourage quality development which maximizes existing infrastructure, promotes walking and biking, and enhances travel safety.

The requested ordinance amendment is consistent with the above referenced goals of the Comprehensive Plan 2040. The proposed amendment seeks to modify the UDC 155.400 section regarding access and general development standards. The proposed amendment updates and clarifies access and sidewalk requirements for residential and non-residential developments. The amendment will ensure that street systems associated with future residential and non-residential developments are interconnected to disperse traffic in an efficient manner. The amendment will also further encourage quality development that promotes walking with sidewalk requirements that are clearly outlined for clarification purposes.

Section 3: Based upon information presented at the public hearings and by the applicant, and based upon the recommendations and detailed information developed by staff and the Planning Board contained in the staff report, and considering the criteria applicable sections of the Unified Development Code of the Town of Clayton, specifically

that the ordinance amendment is consistent with the Comprehensive Plan 2040,

the above referenced ordinance amendment is reasonable and in the public interest.



Town Council Agenda Cover Sheet

Meeting Date

May 18, 2020

Agenda Location

New Business

Item Title

Budget Amendments

Presenter

Robert McKie, Finance Director

Summary/Description

The Finance Director will present a Capital Project Budget Ordinance for the Town Hall Parking Lot Expansion Project in conjunction with a budget amendment to transfer monies from the Water and Sewer Fund for the related budgeted infrastructure improvements. The expansion will alleviate parking congestion by increasing the number of spaces from 41 to 110 and will provide greater flexibility during peak times of need.

Requested Action

Approval

Funding Source (If Applicable):

Budgeted monies from the General Fund and Water and Sewer Fund

Cost: N/A Yes ☒ No ☐

Additional Documents to be Included in Agenda Packet

Town Hall Parking Lot Expansion Capital Project Budget Ordinance
Water and Sewer Fund Budget Amendment

Meeting Timeline

Click or tap here to enter text.

**TOWN OF CLAYTON
TOWN HALL PARKING LOT EXPANSION
CAPITAL PROJECT BUDGET ORDINANCE**

BE IT HEREBY ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON that the following ordinance shall be established to expand the Town Hall parking lot to alleviate parking congestion attributable to growth:

Revenues

<u>Line Item</u>	<u>Description</u>	<u>Amount</u>
613-49 80	Due from General Fund	\$550,000
613-49 81	Due from Water & Sewer Fund	\$250,000
	Total	\$800,000

Expenditures

<u>Line Item</u>	<u>Description</u>	<u>Amount</u>
613-58 06	Construction Inspection	\$50,000
613-58 21	Site Improvements	\$750,000
	Total	\$800,000

Duly adopted this 18th day of May, 2020 while in regular session.

Jody L. McLeod
Mayor

Attest:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk

Town of Clayton
Amendment to the FY 19-20 Budget

BE IT HEREBY ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON that the following amendments shall be made to the FY 19-20 Budget:

Fund: Water & Sewer Fund

<u>Line Item</u>	<u>Previous Appropriation</u>	<u>Adjustment</u>	<u>Revised Appropriation</u>
Expenditures			
300-56-00-59 23	Transfer to Capital Project Fund \$1,978,750	+250,000	\$2,228,750
300-56-95-58 30	Water Line Improvements \$50,000	-50,000	-
300-56-95-58 31	Sewer Line Improvements \$230,318	-200,000	\$30,318

Amendment necessary to realign the capital outlay budget to fund the infrastructure for the Town Hall Parking Lot Capital Project Fund, which is required for compliance with G.S. 159-15.

Duly adopted this the 18th day of May, 2020 while in regular session.

Jody L. McLeod
Mayor

Attest:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk