



Town of Clayton
Regular Town Council Meeting Agenda
Monday, June 18, 2018 @ 6:00 PM
Council Chambers

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 21, 2018
- June 4, 2018

[Cover](#)

b. Resolution to Adopt TJCOG Charter

[Resolution](#)

c. NCDOT Utility Relocation Reimbursement Agreement - TIP R-3825B (Widening of Hwy. 42)

[Utility Relocation Reimbursement Agreement](#)

POTENTIAL ACTION: Adoption of Consent Agenda as Presented

4. ADMINISTRATIVE ITEMS

5. INTRODUCTIONS AND SPECIAL PRESENTATIONS

a. Library Advisory Board Annual Update

Presenter: Stephanie Satkowiak, Board Chair

b. Recognition of Parks & Recreation Department Staff

Presenter: Larry Bailey, Director Parks & Recreation

[Recognition](#)

6. PUBLIC HEARINGS

a. 2018-98-OA - Review Bodies Amendments - Chapters 32 & 155

Presenter: Samantha Wullenwaber, Planning Director

POTENTIAL ACTION: Table to July 16, 2018

b. 2018-30-PDD - Steeplechase - Planned Development Rezoning

Presenter: Samantha Wullenwaber, Planning Director

POTENTIAL ACTION: Table to July 16, 2018

- c. 2018-31-SD - Steeplechase - Master Plan
Presenter: Samantha Wullenwaber, Planning Director
POTENTIAL ACTION: Table to July 16, 2018
- d. 2018-66-RZ - Spinning Mill - Rezoning
Presenter: Samantha Wullenwaber, Planning Director
POTENTIAL ACTION: Table to July 16, 2018
- e. 2018-72-RZ - Spring Branch - Rezoning
Presenter: Samantha Wullenwaber, Planning Director
POTENTIAL ACTION: Table to July 16, 2018
- f. 2018-88-RZ - 330 W. Stallings Street - Rezoning
Presenter: Samantha Wullenwaber, Planning Director
POTENTIAL ACTION: Table to July 16, 2018
- g. 2018-87-SUP - 330 W. Stallings Street - Special Use Permit
Presenter: Samantha Wullenwaber, Planning Director
POTENTIAL ACTION: Table to July 16, 2018
- h. System Development Fees Analysis
Presenters: Robert Chambers, Black & Veach & Staff Members
[Cover](#)
POTENTIAL ACTION: Set Special Meeting for June 25, 2018

7. ITEMS SCHEDULED FOR THE UPCOMING TOWN COUNCIL MEETING

8. OLD BUSINESS

- a. Code of Ordinance Amendment - Chapter 71 - Designated Commercial Vehicle Truck Routing
Presenter: David DeYoung, Economic & Community Development Director
[Cover](#)
[Map](#)
[Ordinance](#)
POTENTIAL ACTION: Adopt Ordinance #2018-06-1A

9. NEW BUSINESS

- a. Disposal of Surplus Property Valued Less than \$30,000
Presenter: Robert McKie, Finance Director
[Cover](#)
[Disposing of Small Surplus Items](#)
[Ordinance](#)
POTENTIAL ACTION: Place on July 16, 2018 Consent Agenda
- b. Budget Amendments
 - Police Special Reserve Fund

- Capital Project - ECIA Lift Station Project
- Salary Reserve Allocation
- Electric Fund
- Capital Project - CAMPO LAPP Projects
- Capital Project - Raleigh/Clayton Sewer Project
- Capital Project - Sams Branch Phase II Interceptor
- Capital Project - Rollingwood Gravity Sewer Extension Project
- Water & Sewer Fund
- Water & Sewer Capital Reserves

Presenter: Robert McKie, Finance Director

[Cover](#)

[Police Special Reserve Fund Budget Amendment](#)

[ECIA Lift Station Project Budget Amendment](#)

[Salary Reserve Budget Amendment](#)

[Electric Fund Budget Amendment](#)

[CAMPO LAPP Project Budget Amendment](#)

[Raleigh Clayton Sewer Project Budget Amendment](#)

[Sams Branch Phase II Interceptor Budget Amendment](#)

[Rollingwood Gravity Sewer Extension Project Budget Amendment](#)

[Water Sewer Fund Budget Amendment](#)

[Water Sewer Capital Reserve Budget Amendment](#)

POTENTIAL ACTION:

Adoption of Ordinances:

2018-06-04

2018-06-05

2018-06-06

#2018-06-07

#2018-06-08

#2018-06-09

#2018-06-10

#2018-06-11

#2018-06-12

#2018-06-13

- c. East Wake Sewer Study Memorandum of Understanding between City Raleigh and Clayton

Presenter: Tim Simpson, Public Works Director

[Cover](#)

[MOU DRAFT](#)

POTENTIAL ACTION:

Approval of Memorandum of Understanding

- d. 2017-79-SNA - Alternate Sign Plan - Clayton Professional Center

Presenter: Samantha Wullenwaber, Planning Director

[Cover](#)

[Application](#)

[Staff Report](#)

[Sign Plan](#)

POTENTIAL ACTION:

Approval with Conditions

- e. NCDOT Transportation Improvement Project Municipal Agreement - TIP R-3825B
Presenter: Rich Cappola, Engineering & Inspections Director
[Municipal Agreement](#)

POTENTIAL ACTION: Approval of Agreement

10. STAFF REPORTS

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

11. OTHER BUSINESS

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

12. ADJOURNMENT



Town Council Agenda Cover Sheet

Meeting Date

June 18 2018

Agenda Location

Consent Agenda

Item Title

Draft Minutes – May 21, 2018 & June 4, 2018

Presenter *(Name & Title)***Summary/Description**

Draft minutes for the May 21, 2018 and June 4, 2018 were still being transcribed at the time of agenda posting. They will be sent under separate cover and posted as soon as they are completed..

Requested Action

Approval

Additional Documents To Be Included in Agenda Packet

Click or tap here to enter text.

Triangle J Council of Governments Charter Resolution

WHEREAS, together with the other county and municipal governmental units adopting concurrent Resolutions identical hereto, recognize that there is a need for such governmental units to consult among themselves and to act in concert with reference to regional matters affecting health, safety, welfare, education, recreation, economic conditions, regional planning or planning development; now, therefore, be it

RESOLVED, that pursuant to the General Statutes of North Carolina, Chapter 160A, Article 20, Part 2, the following Resolution is adopted for the establishment of a regional council of governments.

ARTICLE I

Short Title - Binding Effect. This Resolution is the "Charter" of this Regional Council; and said Charter, together with all amendments thereto, is binding upon and shall ensure the benefit of all governmental units adopting it.

ARTICLE II

Name. The name of the regional council of governments hereby established is the Triangle J Council of Governments.

ARTICLE III

Purpose. The purposes of the Council are:

- 1) To serve as a forum for discussion of governmental problems of mutual interest and concern;
- 2) To develop and formalize policy recommendations concerning specific matters having an areawide significance which may include but are not limited to the following:
 - a) human resource development and human relations.
 - b) housing, public and private.

- c) health care and hospital services.
- d) recreation.
- e) sanitation and refuse disposal.
- f) communications.
- g) transportation.
- h) water, sanitary sewer, electric power and other utility services.
- i) air, water and other environmental development.
- j) commercial and industrial development.
- k) law enforcement.
- l) welfare.
- m) fire protection and prevention.
- n) regional land use planning.
- o) workforce development and training, and
- p) conservation and development of natural resources.

- 3) To promote inter-governmental cooperation;
- 4) To provide organizational machinery to insure effective communication and coordination among the participating governmental units and other governmental units.
- 5) To serve as a vehicle for the collection and distribution of information concerning matters of areawide interest;
- 6) To review, upon request of any governmental unit within the Triangle J Region, applications of that unit for any grant in aid, federal, state or private; and
- 7) To provide services to local governments and residents in the area known as the Triangle J Region where appropriate and authorized.

The Council shall strive to promote harmony and cooperation among its members. It shall seek to deal with regional problems in a manner that is mutually satisfactory and shall respect the autonomy of all local governments within the Triangle J Region.

ARTICLE IV

Membership

- 1) The initial membership of the Council of Governments shall consist of the general purpose governmental units of and in the counties of Chatham, Durham, Johnston,

Lee, Orange, and Wake, known as the Triangle J Region, which adopted a resolution pursuant to N.C.G.S. 160A-470 on or before June 30, 1972.

- 2) Any municipality or county in the Triangle J Region that is not an initial member of the Council may join this Council by ratifying or adopting this Charter and upon a majority vote of approval by the Board of Delegates. Notice of such application for admission shall be given to existing members of the Council at least ten (10) days prior to the date of the meeting at which the vote is to be taken.
- 3) All rights and privileges of membership in the Council shall be exercised on behalf of the member governments by their delegates to the Council.
- 4) Any special purpose governmental agency in the Triangle J region involved in matters affecting the health, safety, natural resources, welfare or education of the citizens of North Carolina, such as school boards, sanitary districts, and soil and water conservation districts, is eligible to apply for an affiliate membership in the Council. The application may be approved and an affiliate membership granted to such special purpose governmental unit upon the affirmative vote of the Board of Delegates. The affiliate member shall pay no assessment, but the Council may charge each affiliate member a reasonable sum to cover its proportionate share of the direct costs of providing services to the affiliate members, provided such payments are authorized by law. The affiliate member shall have no vote in the Council, but its designated representative may serve on any technical or advisory committee and may otherwise participate in the deliberations of the Council.

ARTICLE V

Withdrawal. Any member may withdraw from the Council at the end of any fiscal year, provided written notice of intent to withdraw is given to each of the other members at least sixty (60) days prior to the end of the fiscal year.

ARTICLE VI

Governing Board.

- 1) The governing board of the Council of Governments shall be known as the Board of Delegates, which shall be constituted as described below.
- 2) The Board of Delegates shall consist of one delegate from each member governmental unit. Each governmental unit may designate any number of alternate delegates. All

delegates and alternates shall be elected members of the governing bodies of the member governmental units they represent. The delegates and alternates, as well as their successors, shall be selected by the member governing bodies in any manner consistent with law and the regulations governing such body, and their names shall be certified to the Council in the manner described by the Bylaws of the Council.

- 3) The term of office of each delegate shall commence upon the date of his/her appointment and certification to the Council by the governing body of the member governmental unit he or she represents; and such terms shall expire when the appointing body has appointed his or her successor and certified such successor to the Council, unless he or she shall sooner resign, or cease to be an elected member of said governing body, in which case his or her term shall expire on the effective date of such event. Each member shall certify to the Council the name of its delegate and any alternate(s) prior to the first Board of Delegates meeting of the calendar year. Only an individual who has been duly appointed and certified to the Council as a delegate or alternate may serve as a voting member of the Board of Delegates.
- 4) The delegates shall be compensated, upon submittal of proper receipts, for direct expenses incurred in connection with discharging their duties as delegates to the Triangle J Council of Governments.
- 5) It is the intent of this Charter that all delegates to the Council shall have demonstrated an interest in the sound development of Region J.

ARTICLE VII

Meeting. Regular meetings of the Board of Delegates shall be held, as provided in the Bylaws to receive reports from its standing committees and to conduct necessary business. The Chair may cancel the regular meeting if he or she determines that there is no need for the meeting. Special meetings of the Board of Delegates may be called by the Chair, or by any three members thereof. All meetings shall be open to the public.

At least 48 hours written notice of any meeting shall be given to all delegates of the Board of Delegates. It shall state the time, place, and purpose of the meeting, and may be sent by electronic means. At least twenty-four (24) hours written notice shall be given of any committee meeting to all committee members. Any member may waive notice of this requirement for himself/herself.

ARTICLE VIII

Quorum and Voting Requirements.

- 1) Except as provided in Paragraph 4 of this Article, each member governmental unit shall be entitled to one vote on all matters coming before the Board of Delegates or before any committee to which such member unit is duly appointed. All votes shall be cast by the delegate, or in his or her absence, by an alternate delegate of the member government.
- 2) The quorum shall be established in the Bylaws. The affirmative vote of a simple majority of members present at any meeting at which a quorum is present shall be required for any action or recommendation of the Board or any Committee, unless this Charter or the Bylaws of the Council require a larger affirmative vote on particular matters.
- 3) Voting shall be by voice, by show of hands, or, upon the request of any three delegates, by a poll of the delegates.
- 4) At the request of any delegate present, any questions shall be determined by weighted voting. Weighted voting shall mean that each participating member local government shall have one vote for each 5,000 units of population, as determined by the most recent decennial census, and for any remaining fraction of 5,000 units within the geographical boundaries of the participating government, except that any participating government whose jurisdiction has a population of less than 5,000 shall have one vote. In the case of any weighted voting question delegates representing local governments with at least two thirds of the aggregate votes of member local governments shall be present and participating. An affirmative vote of at least two thirds of the votes cast shall be required to decide any weighted voting question.
- 5) Proxy voting is not allowed.
- 6) The provisions in this Article VIII apply to all committees and boards of the Council except to the extent such committee or board has adopted different measures.

ARTICLE IX

Board of Delegates

- 1) At the first regular meeting of the Board of Delegates, and annually thereafter as provided by the Bylaws, the Board of Delegates shall elect a Chair, a First Vice Chair, a Second Vice Chair and a Secretary-Treasurer to serve as officers for one year or until their successors have been duly elected. The Board of Delegates may also elect such

additional officers as the Board of Delegates finds to be necessary in the proper performance of its duties.

- 2) The Chair shall preside at all meetings of the Board of Delegates and shall conduct said meeting in an orderly and impartial manner so as to permit a free and full discussion by the membership of such matters as may be brought to the Board of Delegates. The Chair shall have the same voting rights as other members.
- 3) The Chair may appoint such advisory committees as he or she finds necessary or desirable.
- 4) The First Vice Chair shall perform all of the duties of the Chair in the absence of the Chair, or in the event of the inability of the Chair to act, and shall perform such other duties as the Board of Delegates may delegate to him or her. The Second Vice Chair shall perform all of the duties of the First Vice Chair in the absence of the First Vice Chair or in the event of the inability of the First Vice Chair to act.
- 5) All other officers elected by the Board of Delegates shall perform such duties as may be prescribed by the Board of Delegates.

ARTICLE X

Finance Matters:

- 1) On or before the 15th day of April each year, the Council shall prepare and submit to each participating governmental unit its proposed general budget for the next fiscal year.
- 2) The general budget shall set out the proportionate share of the budget to be borne by each member governmental unit by a method established in the By-laws and reviewed periodically by the Board of Delegates.
- 3) A special budget providing for cooperative arrangements or coordinated action for two or more members may be adopted at the request of members participating in special functions. The share of the special budget to be borne by each participating member shall be determined by the participating members.
- 4) Upon approval of its share of each budget by a member local government, such member shall appropriate its share of the budget, and after adoption of its own budget, shall forward to the budget officer its share of the budget.

- 5) All local appropriations to the Council shall be made in accordance with the Local Government Budget and Fiscal Control Act, as may be appropriate.
- 6) The finance officer shall have authority to collect, deposit, and disburse funds made available to the Council from any source whatsoever, and also perform other duties as prescribed by G.S. 159-25. Finance officers shall be bonded as required by G.S. 159.29. All monies received for the Council shall be deposited into an official depository of the Council for the exclusive use of the Council, and shall be paid out only by check signed by the finance officer and countersigned by the Executive Director or another official designated by the Council. Funds shall be disbursed only when they are within the amount of appropriations made according to the budget of the Council.
- 7) The Board of Delegates may designate a Council employee or, with the agreement of the governing body involved, designate one of the city or county accountants as the finance officer to perform the duties as described in the Local Government Budget and Fiscal Control Act insofar as post-budget approval of expenditures is concerned.
- 8) It shall be the duty of the Board of Delegates to require that all financial records and accounts of the Council be audited annually by a certified public accountant or by an accountant certified by the Local Government Commission as qualified to audit local governmental accounts. A copy of the annual audit shall be forwarded to each member county and municipality and to the secretary of the Local Government Commission.

ARTICLE XI

Committee Structure.

- 1) The Board of Delegates may establish an Executive Committee, other committees of the Board itself, and technical and advisory committees.
- 2) Executive Committee. The Executive Committee shall consist of two delegates from each county in the Region. The officers of the Council and the immediate past Chair shall automatically be members, and will thereby occupy that number of the two seats allotted to their county. Each county government will occupy one seat on the committee. The other seat from each county will be occupied by a municipal delegate from that county. The municipal delegate will be chosen by a vote of all the municipal delegates from that county unless that seat is automatically assigned as provided above. If there are more eligible delegates than available seats for those delegates to serve on the Executive Committee due to the automatic assignments provided above,

then the number of Executive Committee members shall be temporarily increased to allow all eligible delegates to serve on the Executive Committee. .

- 3) Technical and Advisory Committees. The Chair may appoint technical or advisory committees with broadly representative membership for any of the planning studies and work elements in the Program of Work. These Committees should work directly with the Council staff and its consultants and make periodic reports to the Council. In addition to reviewing periodic progress reports, these advisory committees should directly participate in the planning process.

ARTICLE XII

Annual Report. The Council shall prepare and submit an annual written report of its activities, including a financial statement, to the participating governmental units.

ARTICLE XIII

Powers, Duties and Functions of the Council. Within the limits of funds and personnel available, the Council:

- 1) Shall have and may exercise, in accordance with its Charter and Bylaws, all of the powers which the General Assembly of North Carolina has authorized, and may hereafter from time to time authorize, this Charter to confer upon the Council, including, but not limited to, all of the specific powers enumerated in Section 160A-475 (any amendments thereto) of the General Statutes of North Carolina, which powers are incorporated herein by reference.
- 2) Shall have, and may exercise, in addition to and not in limitation of the foregoing, the following powers:
 - (a) To create such committees as it deems necessary to exercise the powers granted to the Council herein in dealing with problems or problem areas that do not involve all the members of the Council. At least one delegate from each member governmental unit affected by the problem or problem area to be dealt with by the committee is entitled to be a member of that committee. Any two or more member governmental units shall have the right to have a Council committee formed to exercise the powers of the Council with reference to any problem which affects the petitioning governmental units, unless the Council shall reasonably determine that the problem or problem area in question should be assigned to an existing committee, in which case the petitioning

member shall be entitled to be represented on said committee. The subject matter over which any committee has jurisdiction to exercise the powers of the Council shall be specifically defined, but may be enlarged or restricted by the Council from time to time. Unless the right of a member of representation on any particular committee granted herein above is asserted, the Chair of the Council shall designate the membership of all committees.

- (b) To accept, receive and disburse in furtherance of the duties, purposes, powers, and functions specified in the Charter all member assessments, funds, grants, and services made available by the State of North Carolina, any other municipality or county or other governmental or quasi-governmental unit or agency, (whether or not a member of such Council) and private and civic sources. The Council may provide matching funds, grants or services, received from any source, to or from any governmental or quasi-governmental agencies established by the Council or any two or more member governmental units in furtherance of the duties, purposes, powers, and functions herein contained. None of the powers contained in this subparagraph may be exercised by any committee except with respect to funds budgeted or appropriated for their use by the Council.
- (c) To meet with, consult with, and act in concert with any county or municipality, any agency of the State or Federal government, any civic organization, or any private organization in the furtherance of the purposes and objects within its jurisdiction.
- (d) To participate, as a unit of local government, in any undertaking with any other unit of local government, whether or not a member of the Council, for the joint exercise of governmental powers in accordance with the provisions of Chapter 160A, Article 20, Part 1 of the General Statutes of North Carolina (and any amendments thereto).
- (e) To contract with any person, firm or corporation for goods and/or services when same have been authorized by budget appropriations or by special resolution of the Council appropriating available funds.
- (f) To adopt Bylaws containing such rules and regulations for the conduct of its business as it may deem necessary for the proper discharge of its duties and the performance of its functions, not inconsistent with the Charter of the laws of North Carolina.
- (g) To create agencies of the Council to act for and on behalf of the Council in the planning and development of particular programs which affect the health,

safety, welfare, housing, education, economic conditions or regional development of two or more member governmental units. Such agencies shall have such membership, staff, powers, duties and responsibilities as may be specified in the Council Resolutions establishing such agencies, consistent with powers herein granted to the Council. Provided, however, such agency shall at all times be acting for and on behalf of, and shall be responsible to the Council. The Council may appropriate funds for the use of agency programs which it has received from any source, including member assessments, provided such appropriation is made in accordance with the Charter.

- (h) To contract with and provide services to local governmental units within Region J.
- (i) To serve as an informational clearinghouse and, as a reviewing agency with respect to Federal, State and local services or resources available to assist in the solution of problems.
- (j) To request and receive contributions of research assistance from its own agencies, private research organizations, civil foundations, institutions of higher learning, and other organizations.
- (k) To purchase, lease, rent or otherwise acquire real and personal property to the extent necessary to discharge the other powers, duties and functions set forth herein and to the extent such purchases are authorized by general or special budgets and are within the limits of funds appropriated for or provided to the Council by the participating governmental units and others for such purposes.
- (l) To act as the official reviewing agency of the participating governmental units for all programs, Federal, State, or private, requiring regional review.

It is the desire of the membership of this Council to avoid duplication of governmental functions, particularly in the planning and development of future programs in areas of governmental responsibility, and to that end this Council is created, should function, and these powers are given.

ARTICLE XIV

Amendments. Amendments to this Charter shall become effective when adopted by resolution of two-thirds (2/3rds) of the participating governmental units in the Council of Governments.

ARTICLE XV

Dissolution. The Council may be dissolved at the end of any fiscal year only (1) upon the adoption of a dissolution resolution by the governing bodies of all member governmental units, or (2) the withdrawal from the Council of all but one (1) of the member governmental units. If such dissolution is affected by resolution of all member governments, such resolutions shall specify the method of liquidating the Council's assets and liabilities. If such dissolution is occasioned by withdrawal of all but one member, the remaining governmental unit shall have the power to liquidate all assets and liabilities and it shall then distribute the net proceeds, if any, to those members who paid the latest annual assessment and in the same proportion. Any deficit shall be the responsibility of those member governments who would have received the net proceeds, and in the same proportions.

Amended: July 1, 1975
 February 18, 1976
 April 28, 1982
 February 14, 1985
 March 27, 1996
 April 25, 2018

Duly adopted this the 18th day of June, 2018 while in regular session.

Jody McLeod
Mayor

ATTEST:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk

NORTH CAROLINA
JOHNSTON COUNTY

UTILITY CONSTRUCTION AGREEMENT (UCA)

DATE: 5/21/2018

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

Project: R-3825B

AND

WBS Elements: 34552.3.5

TOWN OF CLAYTON

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

W I T N E S S E T H:

WHEREAS, the Department has prepared and adopted plans to make certain street and highway improvements under Project R-3825B, in Johnston County, said plans consists of NC 42 from east of SR 1902 (Glen Laurel Road) to SR 1003 (Buffaloe Road), widen to multi-lanes; Johnston County; said project having a right-of-way width as shown on the project plans on file with the Department's office in Raleigh, North Carolina; and,

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

NOW, THEREFORE, it is agreed as follows:

1. The Department shall place provisions in the construction contract for Project R-3825B Johnston County, for the contractor to adjust and relocate sewer lines. Said work shall be accomplished in accordance with the project plan sheets attached hereto as Exhibit "A", cost estimates attached hereto as Exhibit "B", and project special provisions attached hereto as Exhibit "C".
2. The Municipality shall be responsible for sewer lines cost as shown on the attached Exhibit "A". The estimated cost to the Municipality is \$21,635 as shown on the attached Exhibit "B". It is understood by both parties that this is an estimated cost and is subject to change. The Municipality shall reimburse the Department for said costs as follows:

Agreement ID # 7985

1

- A. Upon completion of the highway work, the Department shall submit an itemized invoice to the Municipality for costs incurred. Billing will be based upon the actual bid prices and actual quantities used.
 - B. Reimbursement shall be made by the Municipality in one final payment within sixty (60) days of said invoice.
 - C. If the Municipality does not pay said invoice within sixty (60) days of the date of the invoice, the Department shall charge interest on any unpaid balance at a variable rate of the prime plus (1%) in accordance with G.S. 136-27.3.
 - D. Said interest rate shall be set upon final execution of the Agreement by the Department. The Municipality will be notified of the set interest rate by the Department's approval letter upon receipt of the fully executed agreement.
 - E. Any cost incurred due to additional utility work requested by the Municipality after award of the construction contract, shall be solely the responsibility of the Municipality. The Municipality shall reimburse the Department 100% of the additional utility cost.
3. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment hereinabove provided, North Carolina General Statute 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to said Municipality by North Carolina General Statute, Section 136-41.1, until such time as the Department has received payment in full.
4. Upon the satisfactory completion of the relocations and adjustments of the utility lines covered under this Agreement, the Municipality shall assume normal maintenance operations to the said utility lines. Upon completion of the construction of the highway project, the Municipality shall release the Department from any and all claims for damages in connection with adjustments made to its utility lines; and, further, the Municipality shall release the Department of any future responsibility for the cost of maintenance to said utility lines. Said releases shall be deemed to be given by the Municipality upon completion of construction of the project and its acceptance by the Department from its contractor unless the Municipality notifies the Department, in writing, to the contrary prior to the Department's acceptance of the project.

5. It is further agreed that the following provisions shall apply regarding the utilities covered in this Agreement.
 - A. The Municipality obligates itself to service and to maintain its facilities to be retained and installed over and along the highway within the Department's right-of-way limits in accordance with the mandate of the North Carolina General Statutes and such other laws, rules, and regulations as have been or may be validly enacted or adopted, now or hereafter.
 - B. If at any time the Department shall require the removal of or changes in the location of the encroaching facilities which are being relocated at the Municipality's expense, the Municipality binds itself, its successors and assigns, to promptly remove or alter said facilities, in order to conform to the said requirement (if applicable per G.S. 136-27.1), without any cost to the Department.
6. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

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

L.S. ATTEST:

TOWN OF CLAYTON

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____

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

Approved by _____ of the local governing body of the Town of Clayton as
attested to by the signature of Clerk of said governing body on _____ (Date)

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

Town of Clayton

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

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

Agreement ID # 7985

4

EXHIBIT B

 TECHNICAL SERVICES 701 Corporate Center Drive Suite 475 Raleigh, NC 27607 919-854-6200		AECOM PROJECT NO.									SHEET 1 OF 1																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									
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Estimated cost to the Town of Clayton for relocation of 12" Gravity sewer will be \$21,635

Project: R-3825B

UC-1

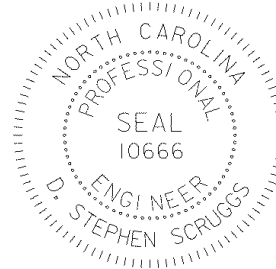
County: Johnston

PROJECT SPECIAL PROVISIONS
Utility Construction

EXHIBIT C



Technical Services of North Carolina, Inc.
701 Corporate Center Drive, Suite 475
Raleigh, NC 27607-5238
Project Number. 60519134 R-3825B
March 23, 2018



**DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED**

Revise the 2018 Standard Specifications as follows:

Page 15-1, Sub-article 1500-2 Cooperation with the Utility Owner, paragraph 2:
add the following sentences:

The utility owner of the 12" water main and 8" sewer force main is Johnston County Public Utilities. The contact person is Chandra Farmer and she can be reached by phone at 919-209-8333.

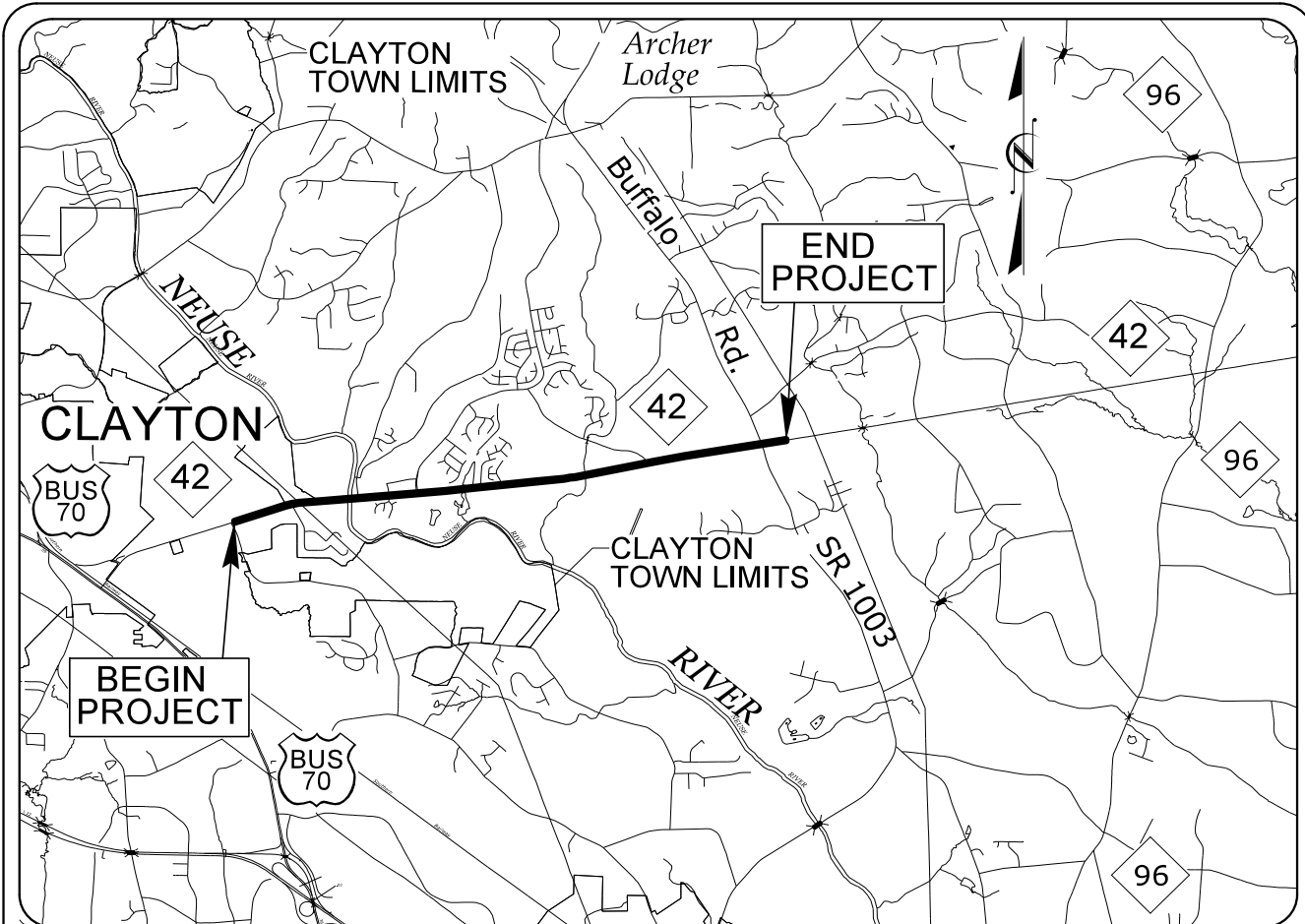
The utility owner of the 12" sanitary gravity sewer is the Town of Clayton. The contact person is Chris Rowland and he can be reached by phone at 919-553-5002.

03/23/2018

1/1

TIP PROJECT: R-3825B

CONTRACT:



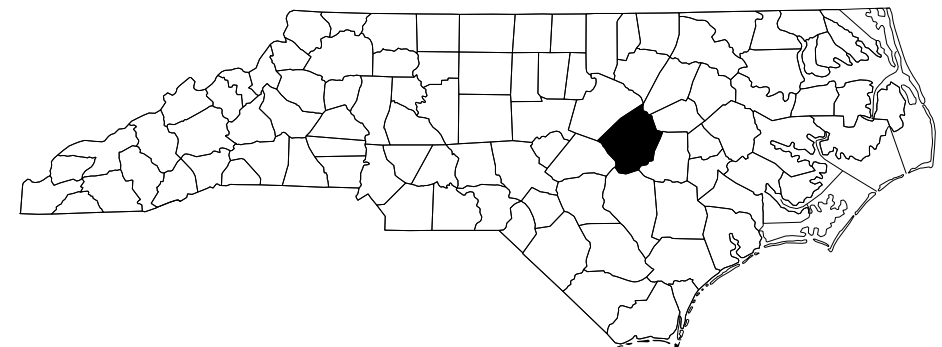
VICINITY MAP
NOT TO SCALE

STATE OF NORTH CAROLINA
DIVISION OF HIGHWAYS

UTILITY CONSTRUCTION PLANS
JOHNSTON COUNTY

LOCATION: NC 42 FROM SR 1902 (GLEN LAUREL RD)
TO SR 1003 (BUFFALO RD)

TYPE OF WORK: WATER AND SEWER RELOCATIONS



COST BREAKDOWN LEGEND	
STATE COST 100%	
BETTERMENT COST	
TOWN OF CLAYTON 100% COST	

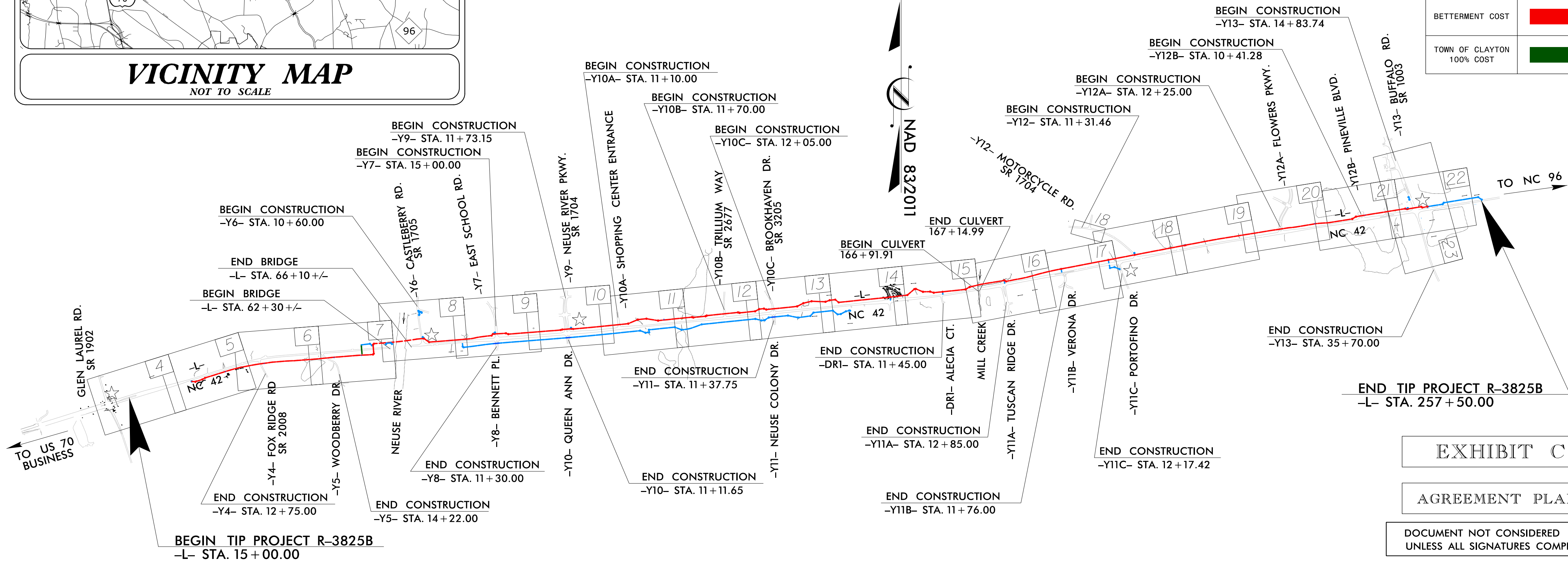
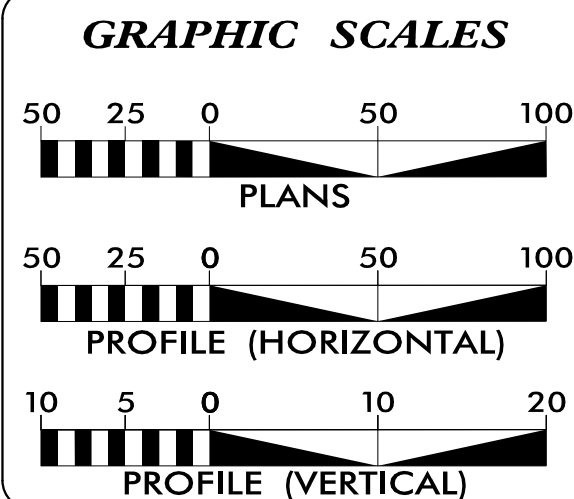


EXHIBIT C

AGREEMENT PLANS

DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED

INCOMPLETE PLANS
DO NOT USE FOR R/W ACQUISITION



INDEX OF SHEETS

SHEET NO.:	DESCRIPTION:
UC-1	TITLE SHEET
UC-4 THRU UC-23	UTILITY CONSTRUCTION SHEETS

WATER AND SEWER
OWNERS ON PROJECT

(A) WATER: JOHNSTON COUNTY UTILITIES
(B) SANITARY SEWER: JOHNSTON COUNTY UTILITIES,
TOWN OF CLAYTON

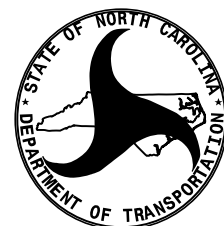
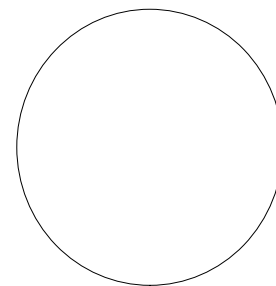
PREPARED IN THE OFFICE OF:

AECOM

AECOM TECHNICAL SERVICES OF NORTH CAROLINA, INC.
701 CORPORATE CENTER DRIVE, SUITE 475, RALEIGH, NC 27607
919-854-6200 919-854-6259 (fax)
F - 0342

Steve Scruggs, PE UTILITIES PROJECT ENGINEER

SEAL

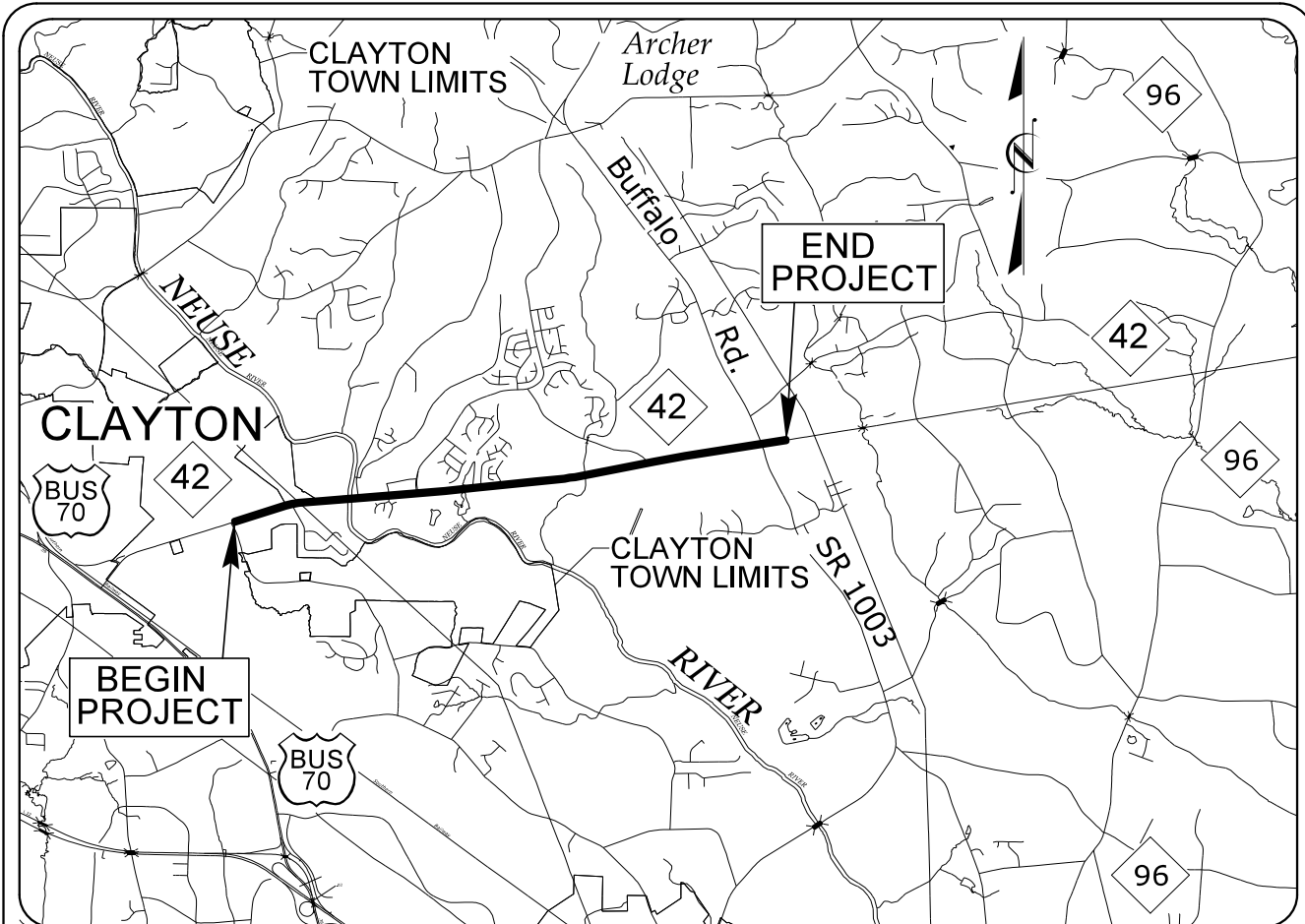


DIVISION OF HIGHWAYS
UTILITIES UNIT
1555 MAIL SERVICES CENTER
RALEIGH NC 27699-1555
PHONE (919) 707-0690
FAX (919) 250-4151

Nabil Hamdan UTILITIES REGIONAL ENGINEER
Ashley B. Cox, Jr, LG UTILITIES ENGINEER
Kyle Pleasant UTILITIES AREA COORDINATOR
Dayton Martin UTILITIES COORDINATOR

TIP PROJECT: R-3825B

CONTRACT:



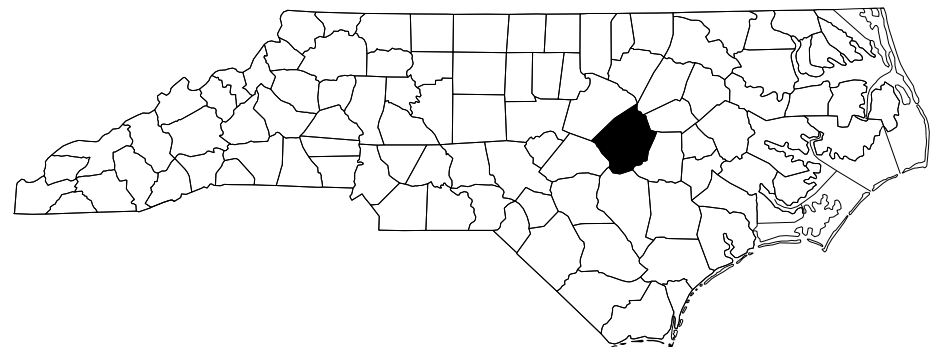
VICINITY MAP
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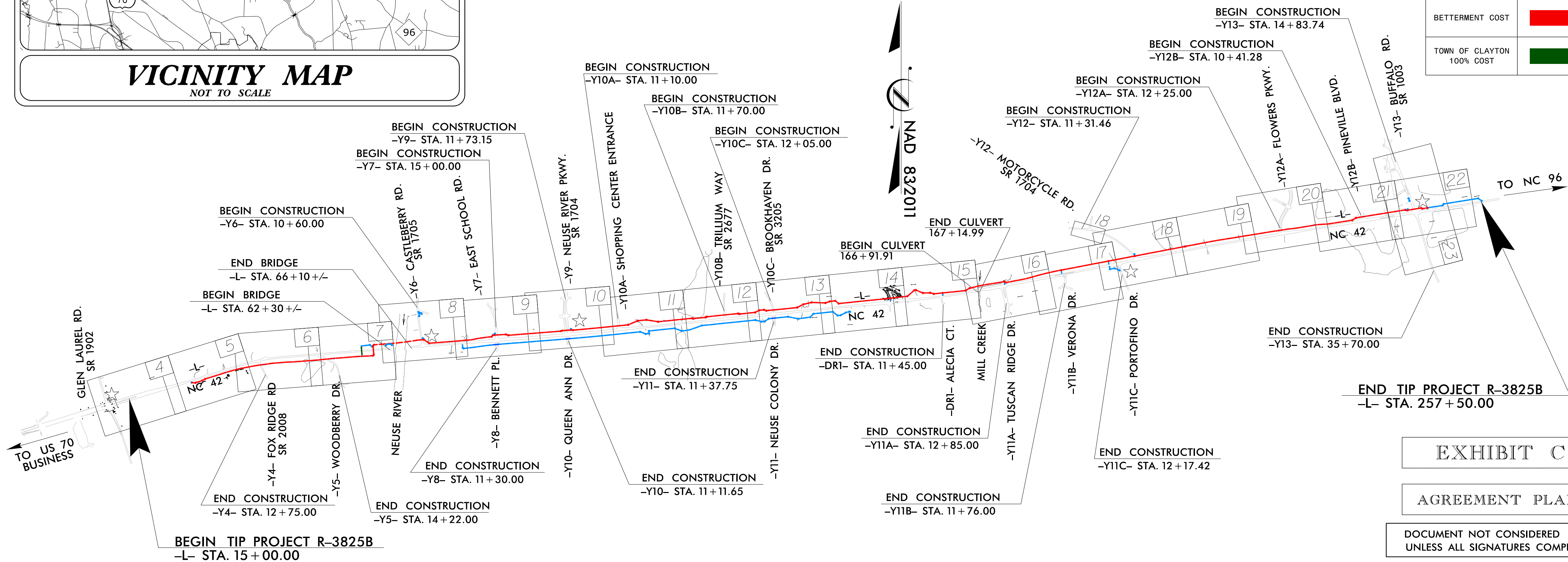
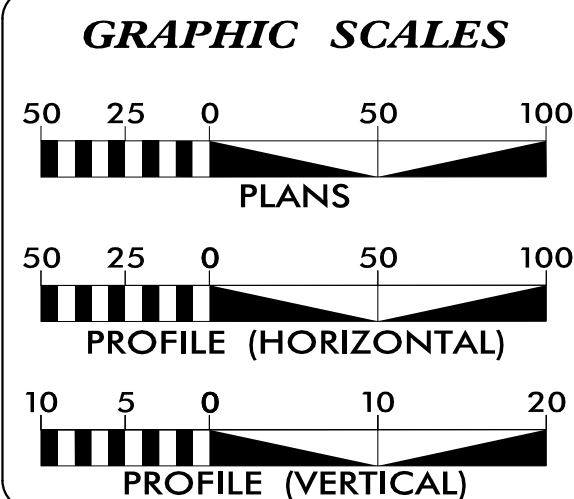


EXHIBIT C

AGREEMENT PLANS

DOCUMENT NOT CONSIDERED FINAL
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UC-4 THRU UC-23	UTILITY CONSTRUCTION SHEETS

WATER AND SEWER
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(B) SANITARY SEWER: JOHNSTON COUNTY UTILITIES,
TOWN OF CLAYTON

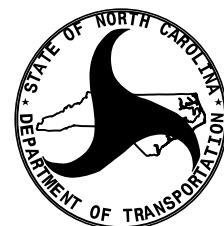
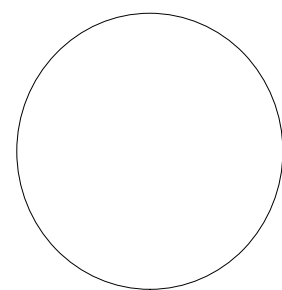
PREPARED IN THE OFFICE OF:

AECOM

AECOM TECHNICAL SERVICES OF NORTH CAROLINA, INC.
701 CORPORATE CENTER DRIVE, SUITE 475, RALEIGH, NC 27607
919-854-6200 919-854-6259 (fax)
F - 0342

Steve Scruggs, PE UTILITIES PROJECT ENGINEER

SEAL



DIVISION OF HIGHWAYS
UTILITIES UNIT
1555 MAIL SERVICES CENTER
RALEIGH NC 27699-1555
PHONE (919) 707-0690
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Dayton Martin UTILITIES COORDINATOR

Prepared In the Office of:

AECOM

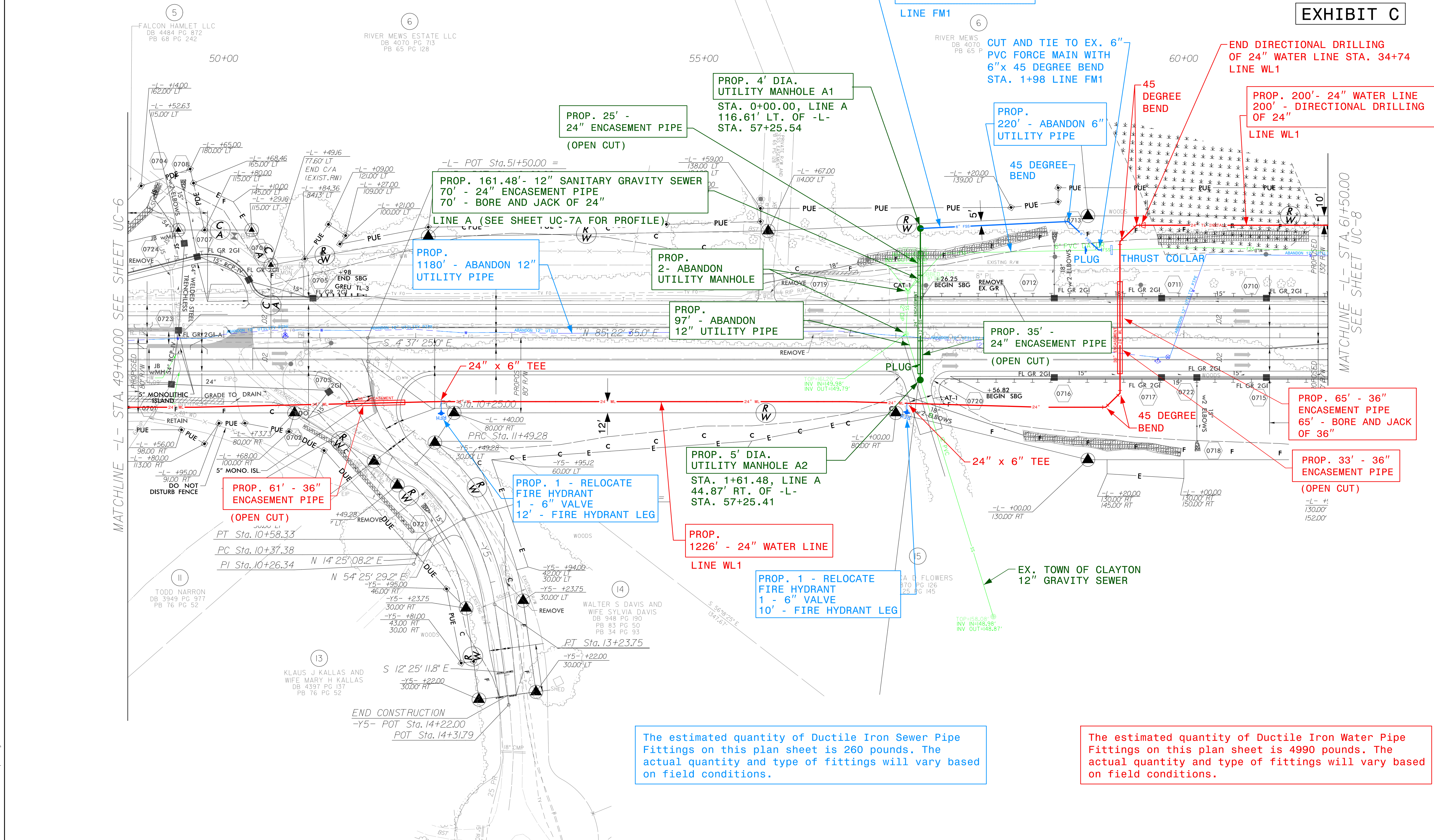
AECOM TECHNICAL SERVICES OF NORTH CAROLINA, INC.
701 CORPORATE CENTER DRIVE, SUITE 475, RALEIGH, NC 27607
919-854-8200, 919-854-8259 (fax)
F-0342

DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED

PROJECT REFERENCE NO.		SHEET NO.
R-3825B		UC-7
DESIGNED BY:	PRELIMINARY PLANS	FOR REVIEW ONLY
DRAWN BY:		
CHECKED BY:		
APPROVED BY:		
REVISED:		
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION		UTILITY CONSTRUCTION PLANS ONLY
UTILITIES ENGINEERING SEC.		
PHONE: (919) 707-6690 FAX: (919) 250-4151		

UTILITY CONSTRUCTION

EXHIBIT C



The estimated quantity of Ductile Iron Sewer Pipe Fittings on this plan sheet is 260 pounds. The actual quantity and type of fittings will vary based on field conditions.

The estimated quantity of Ductile Iron Water Pipe Fittings on this plan sheet is 4990 pounds. The actual quantity and type of fittings will vary based on field conditions.

Recognition

The Clayton Town Council wishes to acknowledge and recognize that our Parks and Recreation Programs are a major and integral part of our community.

The services and programs offered are vitally important to the quality of life our residents have come to know and expect in Clayton.

There is something for everyone. Whether there is an interest in team sports, aerobics, Zumba, art, gardening, or after school care - our Parks & Recreation Department provides it.

We certainly cannot forget the AMAZING special events. They include the Clayton Road Race, Easter Egg Hunt, Halloween Parade, Special Needs Dance and of course the ever popular July 4th Celebration.

All our programs and events allow our residents to connect with each other and nature, maintain a healthy lifestyle and become engaged as a community.

We recognize none of this would be possible without our outstanding Parks & Recreation staff!

The Clayton Town Council wishes to take this opportunity to offer their sincere thanks and appreciation to each staff member for the enthusiasm, excitement, professionalism, warmth and genuine concern they bring to the Town and our citizens every day!

**Jody McLeod
Mayor**



Town Council Agenda Cover Sheet

Meeting Date

June 18 2018

Agenda Location

Public Hearings

Item Title

System Development Fees Analysis

Presenters

Robert Chambers, Black & Veatch & TOC Staff

Summary/Description

The Town of Clayton is inviting the public to comment on potential changes to public water and sewer system development fees.

The North Carolina General Assembly recently passed [House Bill 436 \(HB 436\)](#) to help address fee inconsistencies among public providers, including calculation methodologies and implementation. The new law allows public water and sewer providers like the Town of Clayton to charge water & sewer System Development Fees (SDFs) to recover all or a portion of the capital investment made by the Town to provide sufficient capacity in its system to serve new users.

The Town of Clayton recently commissioned [Black & Veatch, a global utility consulting firm](#), analyze its water and sewer System Development Fees (SDFs) considering current events, in order to ensure compliance with HB 436. The Town of Clayton proposes to update water and sewer System Development Fees for Fiscal Year 2019. The fees are charged to only new customers.

Per HB 436 guidelines, the Town of Clayton was required to offer a 45-day public comment period on the analysis and its recommendations.

Following the Public Hearing and after receipt and consideration of any comment(s) or amendments to the proposed analysis staff plans to request Town Council hold a special meeting one week later on Monday, June 25, 2018 in order to officially adopt the System Development Fee Analysis and the Fee Ordinance.

Requested Action

Set Special Meeting

Additional Documents To Be Included in Agenda Packet



Town Council Agenda Cover Sheet

Meeting Date

June 18 2018

Agenda Location

Old Business

Item Title

Ordinance Amendment - § 71.03 - Code of Ordinances

Presenter

David DeYoung, Economic and Community Development Director

Summary/Description

A comprehensive update to § 71.03 (DESIGNATED COMMERCIAL VEHICLE TRUCK ROUTING) was adopted by Town Council on June 4, 2018. The purpose of this amendment to § 71.03 - Code of Ordinances is to establish a specific penalty of \$50.00 per infraction within the Ordinance.

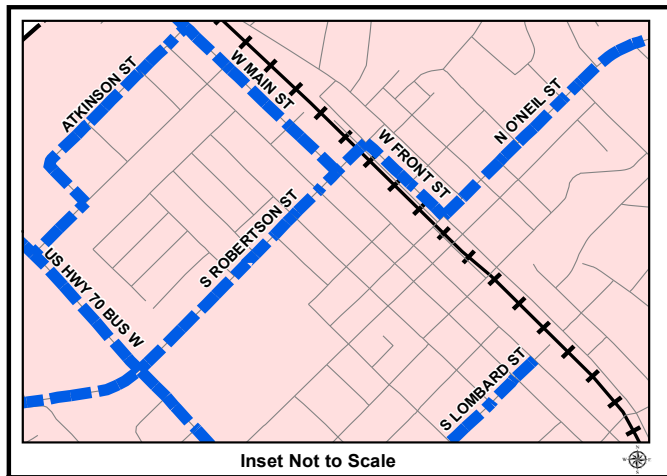
Requested Action

Approval

Additional Documents To Be Included in Agenda Packet

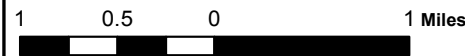
- § 71.03 - Code of Ordinances (amended)
- Adopted Map – Designated Commercial Routes

Designated Commercial Vehicle Routes



Legend

- Designated Commercial Vehicle Routes
- Roads
- + + + Railroad
- Clayton Town Limits
- Extra Territorial Jurisdiction
- County Boundary



The Town of Clayton Planning Department shall not be held liable for any errors concerning content or positional accuracy of this mapped information. Use of these data for any purpose should be with the acknowledgement of the limitations of the data, including the fact that the data changes regularly. Please contact the Town of Clayton Planning Department for the most current data.
 Path: O:\PLANNING\GIS Maps\2018\Designated Commercial Vehicle Routes June 2018 11 x 17.mxd
 Printed Date: June 6, 2018

TOWN OF CLAYTON
Amendment to the Code of Ordinances: Chapter 71

BEING HEREBY ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON, NORTH CAROLINA to amend Chapter 71, Section 3 with the following:

§ 71.03 DESIGNATED COMMERCIAL VEHICLE TRUCK ROUTING

(A) PURPOSE AND INTENT

The purpose of this Section to regulate the use of roads and streets in the Town of Clayton by providing designated routes for commercial vehicle traffic. Establishing designated routes promotes efficiency and safety of the connecting street system and protects residential neighborhoods from commercial traffic. These restrictions are intended to preserve and enhance the character of the community, while protecting the health, safety, and general welfare of the Town of Clayton's residents.

(B) DEFINITIONS

(1) Commercial Vehicle

A motor vehicle, truck, or semi-trailer having more than two axels, and designated or used for the transportation of goods, wares, merchandise, carrying freight, animals, or materials in the furtherance of any commercial enterprise.

(C) APPLICABILITY

(1) The requirements of this Section shall apply to all commercial vehicles as defined above, except for those specifically listed below:

- (a) School buses and public transportation;
- (b) Fire trucks and other emergency vehicles;
- (c) Utility service vehicles or vehicles used for construction while in performance of that work;
- (d) Road construction and maintenance equipment, so long as being used for that purpose;

(2) Commercial vehicles shall use or travel upon roads and streets designated by the Town. Commercial traffic is permitted if the truck is traveling to a residence or a business to deliver or pick up goods, wares, merchandise, or providing services at a business or residence upon arrival. When commercial vehicles are traveling along a prohibited route, such travel is limited to the minimum necessary to accomplish the pickup, delivery, or service call, and said vehicle shall be driven in such a manner as to enter and leave the prohibited route as quickly as possible by the closest available truck route.

(3) Commercial vehicles may travel to their customary storage location, located along a route on which commercial traffic has been prohibited, only when the most direct route to and from a non-prohibited truck route is utilized.

(D) DESIGNATED COMMERCIAL VEHICLE ROUTES

Commercial vehicles are limited to the following routes within the Town, unless otherwise provided in this Ordinance:

- (1) US 70 Highway Business
- (2) US 70 Highway Bypass (AKA Future Interstate 42)
- (3) NC Highway 42 East
- (4) NC Highway 42 West
- (5) Amelia Church Road (AKA SR 1554)
- (6) South Robertson Street (AKA SR 1554)
- (7) Guy Road (AKA SR 1551)
- (8) Winston Road (AKA SR 1550)
- (9) Barber Mill Road (AKA SR 1555)
- (10) Ranch Road (AKA SR 1560)
- (11) Little Creek Church Road (AKA SR 1563)
- (12) Boling Street (AKA SR 1563)
- (13) Pony Farm Road (AKA SR 1570))
- (14) South Tech Park Lane
- (15) Shotwell Road (AKA SR 1553)
- (16) Old US HWY 70 W (AKA SR 1004 - Between Wake County Line and West Stallings Street)
- (17) West Main Street (AKA SR 1004 - Between West Stallings Street and Robertson Street)
- (18) Front Street (Between Robertson Street and North O'Neil Street)
- (19) Atkinson Street
- (20) Moore Street (Between US 70 Highway Business and Atkinson Street)
- (21) South Lombard Street

- (22) Covered Bridge Road (AKA SR 1700)
- (23) North O'Neil Street (Between Front Street and Covered Bridge Road)
- (24) Prichard Road (AKA SR 1714)
- (25) Loop Road (AKA SR 1706)
- (26) Glen Laurel Road (AKA SR 1902)
- (27) Vinson Road (AKA SR 1903)
- (28) Powhatan Road (AKA SR 1901)
- (29) North Tech Drive
- (30) Best Wood Lane

(E) PENALTY

The Clayton Police Department shall enforce the provisions of this Section and may impose a \$50.00 fine per infraction, in accordance with the provisions set forth in this Code of Ordinances. All fines are to be paid in accordance with the provisions set forth in §10.99 of this Code of Ordinances.

(Ord. 98-04-02, passed 4-20-98; Am. Res. passed 9-5-00; Am. Res. Passed 6-4-18)

Duly adopted this the 18th day of June, 2018 while in regular session.

Jody McLeod
Mayor

ATTEST:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk



Town Council Agenda Cover Sheet

Meeting Date

June 18 2018

Agenda Location

New Business

Item Title

Ordinance for Disposal of Personal Property

Presenter Robert McKie - Finance Director

Summary/Description

G.S. 160A-266 authorizes Council to delegate the authority for private negotiation and sale of small surplus personal property to an individual officer or employee without Council approval. Staff recommends Council approve the Ordinance prescribing procedures for the disposal of personal property valued at less than \$30,000, which will improve operational efficiency and effectiveness.

Requested Action

Place on Consent Agenda

Additional Documents To Be Included in Agenda Packet

Ordinance for Disposal of Personal Property
Coates' Canons Blog: Disposing of Small Surplus Items by Norma Houston

Coates' Canons Blog: Disposing of Small Surplus Items: One Man's Junk is Another Man's Treasure

By Norma Houston

Article: <https://canons.sog.unc.edu/disposing-of-small-surplus-items-one-mans-junk-is-another-mans-treasure/>

This entry was posted on April 03, 2014 and is filed under Disposal Of Property / Surplus Property



Warm weather is finally here and it's time for some spring cleaning. There's your worn out office chair, that dented file cabinet whose drawers are stuck shut, those obsolete computers, and goodness-knows-what that is gathering dust in the public works warehouse. You hate to throw the stuff away. If someone will buy it (some people will buy anything!), you might generate a little much needed cash for your unit. Or, perhaps a local non-profit would be grateful to have some of these items (after all, your office chair isn't *that* old). Maybe some of your co-workers would be interested in buying some of the items (again, some people will buy anything!). Can you post the items on GovDeals and hope for the best? Can you call a local charity and ask them to haul the stuff away? Can you conduct an "in-house" sale open only to employees of your unit? What are your options?

Disposing of surplus property is governed by [Article 12 of Chapter 160A](#) ([G.S. 153A-176](#) for counties^[1]). The property disposal statutes generally require some method of competitive sale to ensure that a unit of government gets the highest value when it disposes of property purchased with taxpayers' dollars. There are several exceptions to this general rule, such as conveyances to other units of government ([G.S. 160A-274](#)), selling land to volunteer fire departments or rescue squads ([G.S. 160A-277](#)), certain conveyances for economic development purposes ([G.S. 158-7.1](#)), sales to private entities that will put the property to continued public use ([G.S. 160A-279](#)), and donations to nonprofits ([160A-280](#)).

Small Surplus Item Disposal

Competitive sale is also not required when disposing of what I refer to as "small surplus items." [G.S. 160A-266](#) authorizes private negotiation and sale (meaning negotiating price and selling directly to a single buyer without using a competitive sale method) for personal property valued at less than thirty-thousand dollars (\$30,000). The \$30,000 threshold may apply to either one item, such as a surplus vehicle or heavy equipment, or to a group of similar items, like a collection of old computers. Note that this authorization applies only to personal property – vehicles, office equipment, computers, etc. Real property cannot be sold by this method.

G.S. 160A-266 provides two methods for private negotiation and sale of small surplus items. One method requires governing board approval. The other method allows the board to delegate this authority to an individual officer or employee to conduct these sales without board approval. Both methods are discussed below.

Procedural Requirements with Board Approval

Under G.S. 160A-266(b), the procedural requirements for private negotiation and sale of small surplus items are set out in [G.S. 160A-267](#). Once the items have been identified, the governing board must authorize the private sale of these items by resolution adopted at a *regular* meeting (not a special or emergency meeting). The resolution authorizes an individual

official or employee to sell the items by private sale at a negotiated price. The resolution must identify the property to be sold and may, but is not required to, set a minimum sale price. After the resolution is adopted, a public notice summarizing the contents of the resolution must be published once in a newspaper of general circulation within the jurisdiction (electronic notice is not statutorily authorized). While negotiations with the potential buyer can occur prior to governing board approval and during the published notice period, the sale cannot take place until 10 days after publication of the notice. In short, private negotiation and sale is a three-step process:

Step 1: Governing board adopts resolution at a regular meeting authorizing the negotiated sale.

Step 2: Notice of the resolution is published.

Step 3: 10 days after publication, sale can take place.

Does this mean that every time you want to get rid of an old office chair or a dented filing cabinet you must get governing board approval (by resolution at a regular meeting), publish notice, and wait 10 days after publication? Basically, yes.

If this process seems cumbersome or impedes your ability to efficiently dispose of small surplus items, or if you think your board may get tired of adopting resolutions every time you have a small surplus item to dispose of, there is another option.

Procedural Requirements without Board Approval

To avoid the procedural requirements outlined above, governing boards may adopt regulations authorizing an individual officer or employee to conduct small surplus item sales without governing board approval ([G.S. 160A-266\(c\)](#)). The statute specifies the following regarding the content of the regulations:

1. The procedures must be designed to secure fair market value for the surplus items.
2. The procedures must enable disposals to be done efficiently and economically.
3. Published notice does not have to be required (although it may be).
4. Sales may be accomplished either by private negotiation or public sale.
5. Private and public exchanges of property may be authorized.
6. The individual authorized to conduct the sales may set the fair market price of the item(s).
7. The individual authorized to conduct the sales may transfer title once the sale is completed.
8. Governing board approval need not be required (although it may be).

Once a local regulation is adopted,^[2] the officer or employee authorized to conduct small surplus item sales may then do so at any time without published notice or governing board approval unless required by the local policy. The officer or employee must keep a record of the items sold, including a general description of the disposed property, to whom it was sold or with whom it was exchanged, and the sale price or other consideration received by the unit.

Unless restricted by local regulation, the authorized officer or employee may choose the particular method by which to sell small surplus items. Private negotiation and sale is an efficient method of disposal if a willing buyer is already identified. If not, interest among potential buyers can be generated by posting notice on the unit's website of the opportunity to purchase the item. Another option is to put the item up for auction on an electronic auction site like [GovDeals](#) or [Public Surplus](#). Some units provide information about electronic auction items on their own websites (for examples, see [Catawba County](#) and the [City of Asheville](#)).

Donations to Nonprofits

What about donating those old computers to a local nonprofit? Article 12 authorizes two different methods for donating property to private organizations.

The first option, [G.S. 160A-279](#) authorizes *only* cities and counties (no other units of local government) to convey both personal and real property to a private entity if the city or county has the legal authority to appropriate funds to that entity for carrying out a public purpose. Actually having appropriated funds to that entity is not required; it is sufficient that the city or county has the legal authority to appropriate funds to that entity for a public purpose. For example, a city or county has the legal authority to appropriate funds to the local SPCA to operate an animal shelter which serves a public purpose.

In lieu of appropriating funds to the SPCA, the city or county may convey property to the SPCA to carry out the public purpose of operating the animal shelter. The property can be conveyed by sale at fair market value, less than fair market value, or for no consideration at all.[\[3\]](#)

The authority to convey property to a private entity under this statute is not unlimited. First, the entity cannot be a for-profit corporation, and second, the property to be conveyed cannot have been acquired by eminent domain. When a city or county conveys property under this statute, it must attach covenants or conditions to the conveyance to ensure that the recipient will continue to put the property to public use.

When conveying property under this statute, the city or county must follow the three-step process for private negotiation and sale discussed above ([G.S. 160A-267](#); resolution adopted by board at regular meeting; published notice of resolution; sale takes place 10 days after publication). This process is required *even if* the governing board has adopted local regulations authorizing an official or employee to conduct private sales of small surplus items.

The second option for donating to nonprofits, [G.S. 160A-280](#), authorizes units of local government[\[4\]](#) to donate personal property (but not real property) to other units of government anywhere in the United States, nonprofit organizations incorporated by the United States or any state, or a "sister-city."[\[5\]](#) To make a donation under this statute, the governing board must adopt a resolution declaring that the property to be donated is surplus, obsolete, or unused, and giving its approval for the donation. While not required, the resolution should include a description of the donated property and identify the recipient. Public notice of the resolution must be posted at least five days prior to the resolution's adoption (formal published notice does not appear to be required). After the governing board adopts the resolution, the property may be donated. As with private negotiation and sale, donating personal property under this statute involves a three-step process:

Step 1: Post public notice of intent to approve donation at least five days before the board meeting at which the resolution approving donation will be considered.

Step 2: Governing board adopts resolution approving donation.

Step 3: Make donation.

Selling Small Surplus Items to Employees

What about conducting an "in-house" sale open only to employees of your unit? While G.S. 160A-266 does not limit with whom the unit may negotiate the private sale of small surplus items, other factors should be taken into consideration, such as potential public criticism for allowing government employees an exclusive opportunity to purchase public property.

In addition, the prohibition against self-benefiting under a public contract, [G.S. 14-234](#), prohibits a public officer or employee, or his or her spouse, from receiving a direct benefit from a public contract that the officer or employee is involved in making or administering. A direct benefit prohibited under this statute includes acquiring property. So, if the employee is involved in the decision to surplus a particular item (which would constitute making or administering the contract), both that employee and his or her spouse are prohibited from purchasing that item – in other words, you can't sell surplus property to yourself. For more discussion of this topic, our former colleague Eileen Youens authored two excellent blog posts (click [here](#) and [here](#)) on selling surplus items to employees.

Sample Resolutions, Notices, Local Policy, and Other Resources

If you want to propose to your board that it adopt a local policy authorizing an individual officer or employee to dispose of small surplus items, or if not, if you need examples of resolutions and notices for private sales and donations as well as for other property disposal methods, see our Local Government Purchasing website (www.ncpurchasing.unc.edu). On this site, under the "[Forms](#)" link in the left-hand menu of the main page, you'll find sample resolutions, notices for publication, and a sample local policy ([click here](#) to go directly to the property disposal sample forms page). Also on our purchasing website under the "[Tools](#)" link are charts outlining property disposal options ([click here](#)) and the step-by-step procedures for each property disposal method ([click here](#)). Another great resource is David Lawrence's [Local Government Property Transactions in North Carolina](#) (2nd ed., 2000).

[1] Article 12 of Chapter 160A also applies to local schools ([G.S. 115C-518\(a\)](#)), ABC Boards ([G.S. 18B-701\(12\)](#)), community colleges ([G.S. 115D-15\(a\)](#)); community colleges also can dispose personal property under procedures adopted by the N.C. Department of Administration), airport authorities ([G.S. 63-53\(4\)](#)), sanitary districts ([G.S. 130A-55\(20\)](#)), regional solid waste authorities ([G.S. 153A-427\(b\)](#)), and joint municipal assistance agencies ([G.S. 159B.44\(12\)](#)).

[2] The term "regulation" is used in G.S. 160A-266(c). The small surplus item disposal policy may take the form of an ordinance, resolution, or policy, so long as it is formally adopted by the governing board.

[3] The North Carolina Supreme Court has held that continued public use is a constitutionally adequate form of consideration. *Brumley v. Baxter*, 225 N.C. 691, 36 S.E.2d 281 (1945).

[4] The authority to donate personal property under G.S. 160A-280 is not restricted to cities and counties; however, local school boards are constitutionally restricted from donating property. See, *Boney v. Board of Trustees*, 229 N.C. 136, 48 S.E.2d 56 (1948).

[5] A "sister-city" is a city in another county that has entered into a formal, written agreement or MOU with a local government in North Carolina for establishing a long-term partnership to promote communication, understand, and goodwill, and to develop mutually beneficial activities, programs, and ideas (G.S. 160A-280(a)).

Links

- i0.wp.com/canons.sog.unc.edu/wp-content/uploads/2014/04/old-compters.jpg
- www.ncleg.net/EnactedLegislation/Statutes/HTML/ByArticle/Chapter_160A/Article_12.html
- www.ncleg.net/gascripts/statutes/statutelookup.pl?statute=153A-176
- www.ncleg.net/EnactedLegislation/Statutes/HTML/BySection/Chapter_160A/GS_160A-274.html
- www.ncleg.net/EnactedLegislation/Statutes/HTML/BySection/Chapter_160A/GS_160A-277.html
- www.ncleg.net/gascripts/statutes/statutelookup.pl?statute=158-7.1
- www.ncleg.net/EnactedLegislation/Statutes/HTML/BySection/Chapter_160A/GS_160A-279.html
- www.ncleg.net/EnactedLegislation/Statutes/HTML/BySection/Chapter_160A/GS_160A-280.html
- www.ncleg.net/EnactedLegislation/Statutes/HTML/BySection/Chapter_160A/GS_160A-266.html
- www.ncleg.net/EnactedLegislation/Statutes/HTML/BySection/Chapter_160A/GS_160A-267.html
- www.govdeals.com/
- www.publicsurplus.com/sms/browse/home
- www.catawbacountync.gov/purchase/disposal.asp
- www.ashevilleenc.gov/Departments/Purchasing/SurplusProperty.aspx
- www.ncleg.net/gascripts/statutes/statutelookup.pl?statute=14-234
- www.ncpurchasing.unc.edu
- www.sog.unc.edu/resources/microsites/local-government-purchasing-and-contracting/forms
- www.sog.unc.edu/resources/microsites/local-government-purchasing-and-contracting/sample-property-disposal-forms
- www.sog.unc.edu/resources/microsites/local-government-purchasing-and-contracting/tools
- www.sog.unc.edu/sites/www.sog.unc.edu/files/Property%20Disposal%20Options%20Chart.pdf
- www.sog.unc.edu/sites/www.sog.unc.edu/files/additional_files/Disposal_Procedures_Chart_000.pdf
- www.sog.unc.edu/publications/books/local-government-property-transactions-north-carolina
- www.ncleg.net/gascripts/statutes/statutelookup.pl?statute=115C-518
- www.ncleg.net/gascripts/statutes/statutelookup.pl?statute=18B-701
- www.ncleg.net/gascripts/statutes/statutelookup.pl?statute=115D-15
- www.ncleg.net/gascripts/statutes/statutelookup.pl?statute=63-53



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- www.ncleg.net/gascripts/statutes/statutelookup.pl?statute=130A-55
 - www.ncleg.net/gascripts/statutes/statutelookup.pl?statute=153A-427
 - www.ncleg.net/gascripts/statutes/statutelookup.pl?statute=159B-44

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Page

**AN ORDINANCE PRESCRIBING PROCEDURES
FOR DISPOSING OF
PERSONAL PROPERTY VALUED AT LESS THAN \$30,000**

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

Section 1. The Finance Director or his or her designee is hereby authorized to dispose of any surplus personal property owned by the Town of Clayton, whenever he or she determines, in his or her discretion, that:

- (a) the item or group of items has a fair market value of less than thirty thousand dollars (\$30,000.00);
- (b) the property is no longer necessary for the conduct of public business; and,
- (c) sound property management principles and financial considerations indicate that the interests of the Town of Clayton would best be served by disposing of the property.

Section 2. The Finance Director or his or her designee may dispose of any such surplus personal property by any means which he or she judges reasonably calculated to yield the highest attainable sale price in money or other consideration, including but not limited to the methods of sale provided in Article 12 of N.C. Gen. Stat. Chapter 160A. Such sale may be public or private, and with or without notice and minimum waiting period.

Section 3. The surplus property shall be sold to the party who tenders the highest offer, or exchanged for any property or services useful to the Town of Clayton if greater value may be obtained in that manner, and the Finance Director or his or her designee is hereby authorized to execute and deliver any applicable title documents. If no offers are received within a reasonable time, the Finance Director or his or her designee may retain the property, obtain any reasonably available salvage value, or cause it to be discarded. No surplus property may be donated to any individual or organization except by resolution of the Town Council.

Section 4. The Finance Director or his or her designee shall keep a record of all property sold under authority of this Ordinance and that record shall

generally describe the property sold or exchanged, to whom it was sold or with whom exchanged, and the amount of money or other consideration received for each sale or exchange.

Section 5. This Ordinance is enacted pursuant to the provisions of N.C. Gen. Stat. § 160A-266(c).

Section 6. This Ordinance shall become effective upon adoption.

Duly adopted this the 16th day of July, 2018 while in regular session.

Jody L. McLeod
Mayor

ATTEST:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk

Approved as to Form:

Town Attorney



Town Council Agenda Cover Sheet

Meeting Date

June 18 2018

Agenda Location

New Business

Item Title

Budget Amendments

Presenter

Robert McKie – Finance Director

Summary/Description

Yearend Closeout Budget Amendments required to comply with G.S 159-13.2 and G.S. 159-15 for financial reporting purposes.

Requested Action

Approval

Additional Documents To Be Included in Agenda Packet

Salary Reserve Allocation Budget Amendment
General Fund Yearend Closeout Budget Amendment
Water & Sewer Fund Yearend Closeout Budget Amendment
Electric Fund Yearend Closeout Budget Amendment
ECIA Lift Station Capital Project Budget Amendment
Rollingwood Gravity Sewer Extension Capital Project Budget Amendment

**Town of Clayton
Amendment to the FY 17-18 Budget**

BE IT HEREBY ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON that the following amendments shall be made to the FY 17-18 Budget:

Fund: Police Special Revenue Fund

<u>Line Item</u>	<u>Previous Appropriation</u>	<u>Adjustment</u>	<u>Revised Appropriation</u>
Revenue			
212-42 50	Drug Seizure Revenue – Federal \$4,728	+732	\$5,460
Expenditures			
212-55 05	Drug Seizure Funds – Federal \$7,147	+732	\$7,879

-Explanation: Amendment necessary to reflect the appropriation of incremental revenues received in the current fiscal year to cover the purchase of equipment for police investigations with the proceeds received from the U.S. Department of Justice Asset Forfeiture Program. The Controlled Substances Act, Section 881(e)(3) of Title 21, United States Code authorizes the sharing of forfeited property. All funds received from the forfeiture program are restricted to directly enhancing the law enforcement activities of the Clayton Police Department.

Duly adopted this 18th day of June, 2018 while in regular session.

Jody L. McLeod
Mayor

Attest:

Kimberly A. Moffett
Town Clerk

Town of Clayton
Amendment to the Capital Project Budget Ordinance

BE IT HEREBY ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON that the following amendments shall be made to the ECIA Lift Station Project Capital Budget Ordinance:

Fund: 638 – ECIA Lift Station Project

<u>Line Item</u>	<u>Previous Appropriation</u>	<u>Adjustment</u>	<u>Revised Appropriation</u>
Revenues			
638-45 72	EDA-REDD Grant \$2,645,500	-147,500	\$2,498,000
638-45 73	NC Commerce Grant -	+1,250,000	\$1,250,000
638-48 60	Reimbursable Projects -	+25,000	\$25,000
638-49 81	Due from Water & Sewer Fund \$2,345,500	+1,706,500	\$4,052,000
Expenditures			
638-56 00	Professional Services \$800,000	+700,000	\$1,500,000
638-58 02	Easement Acquisition -	+25,000	\$25,000
638-58 31	Sewer Line Improvements \$4,088,000	+1,912,000	\$6,000,000
638-58 99	Contingency \$103,000	+197,000	\$300,000

Explanation: Amend the capital project budget ordinance to reflect updated construction costs associated with completing the entire project including Central Lift Station abandonment. This amendment is required for compliance with G.S. 159-13.2.

Duly adopted this 18th day of June, 2018 while in regular session.

Jody L. McLeod
Mayor

Attest:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk

Town of Clayton
Amendment to the FY 17-18 Budget
Allocation of Salary Reserve to Operational Divisions

BE IT HEREBY ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON, NORTH CAROLINA that the following amendment shall be made to the Fiscal Year 17-18 Operating Budget:

<u>Line Item</u>	<u>Description</u>	<u>Original Allocation</u>	<u>Adjustment</u>	<u>Amended Allocation</u>
100-40-00-55 00	Salary Reserve	\$62,967	-44,917	\$18,050
100-40-01-50-00	Legislative Salaries	\$98,805	+803	\$99,608
100-40-02-50-00	Admin Salaries	\$441,970	+4,394	\$446,364
100-40-04-50-00	HR Salaries	\$199,134	+996	\$200,130
100-41-02-50-00	Financial Serv Salaries	\$231,377	+1,032	\$232,409
100-41-05-50-00	IT Salaries	\$155,267	+492	\$155,759
100-41-10-50-00	Purch & Warh Salaries	\$105,965	+861	\$106,826
100-41-11-50-00	CS & Collection Salaries	\$279,488	+1,231	\$280,719
100-41-12-50-00	Meter Tech Salaries	\$99,255	+487	\$99,742
100-42-15-50-00	Planning Salaries	\$356,143	+1,871	\$358,014
100-42-16-50-00	Code Enf. Salaries	\$93,361	+681	\$94,042
100-42-17-50-00	Economic Development	\$111,783	+235	\$112,018
100-50-02-50-00	Admin Salaries	\$284,907	+248	\$285,155
100-50-30-50-00	Investigation Salaries	\$498,577	+2,741	\$501,318
100-50-31-50-00	Patrol Salaries	\$1,417,712	+5,535	\$1,423,247
100-50-32-50-00	Special Ops Salaries	\$577,940	+2,487	\$580,427
100-52-02-50-00	Fire Admin Salaries	\$259,664	+1,879	\$261,543
100-52-40-50-00	Fire Operation Salaries	\$1,093,616	+5,058	\$1,098,674
100-55-02-50-00	PW Admin Salaries	\$324,146	+2,166	\$326,312
100-55-20-50-00	PW Building Inspections	\$328,712	+1,317	\$330,029
100-55-51-50-00	PW Engin Salaries	\$268,107	+898	\$269,005
100-55-52-50-00	PW Prop Main Salaries	\$592,061	+1,882	\$593,943
100-55-53-50-00	PW Veh Main Salaries	\$157,063	+250	\$157,313
100-55-55-50-00	PW Street Ops Salaries	\$294,276	+1,425	\$295,701
100-60-02-50-00	P&R Admin Salaries	\$195,121	+1,241	\$196,362
100-60-70-50-00	P&R Youth Ath Salaries	\$94,619	+468	\$95,087
100-60-73-50-00	Prog & Classes Salaries	\$46,402	+232	\$46,634
100-60-74-50-00	Facilities Maint Salaries	\$77,540	+392	\$77,932
100-65-02-50-00	Cul Arts Admin Salaries	\$176,030	+1,389	\$177,419
100-65-75-50-00	Facility Ent Salaries	\$94,423	+522	\$94,945

100-68-02-50-00	Library Admin Salaries	\$297,903	+1,704	\$299,607
300-56-00-55-00	Salary Reserve	\$5,500	-4,337	\$1,163
300-56-60-50-00	Operations Salaries	\$411,186	+1,070	\$412,256
300-56-61-50-00	Prevent Maint Salaries	\$267,556	+955	\$268,511
300-56-63-50-00	WWTP Salaries	\$296,545	+2,312	\$298,857
310-57-00-55-00	Salary Reserve	\$5,500	-3,436	\$2,064
310-57-02-50-00	Admin Salaries	\$184,320	+1,371	\$185,691
310-57-65-50-00	Operations Salaries	\$581,189	+2,065	\$583,254

Duly adopted this 18th day of June, 2018 while in regular session.

Jody L. McLeod
Mayor

Attest:

Kimberly A. Moffett, CMC,NCCMC
Town Clerk

**Town of Clayton
Amendment to the FY 17-18 Budget**

BE IT HEREBY ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON
that the following amendments shall be made to the FY 17-18 Budget:

Fund: Electric Fund

<u>Line Item</u>	<u>Previous Appropriation</u>	<u>Adjustment</u>	<u>Revised Appropriation</u>
Revenue			
310-57-00-44 15	Sale of Electricity \$11,864,077	+407,000	\$12,271,077
Expenditures			
310-57-65-54 50	Programs Purchase for Resale \$8,820,000	+248,000	\$9,068,000
310-57-95-58 00	Capital Projects \$185,000	+154,000	\$339,000
310-57-95-58 02	Easement Acquisition \$20,000	+5,000	\$25,000

Amendment necessary to realign the budget primarily for increased wholesale power purchases and additional costs for capital projects, which is required to comply with G.S. 159-15:

Duly adopted this 18th day of June, 2018 while in regular session.

Jody L. McLeod
Mayor

Attest:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk

Town of Clayton
Amendment to the Capital Project Budget Ordinance

BE IT HEREBY ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON that the following amendments shall be made to the CAMPO LAPP Projects Capital Project Budget Ordinance:

Fund: CAMPO LAPP Projects

<u>Line Item</u>	<u>Previous Appropriation</u>	<u>Adjustment</u>	<u>Revised Appropriation</u>
Revenues			
612-49 80	Due from General Fund \$978,151	+120,000	\$1,098,151
Expenditures			
612-58 02	Easement Acquisition -	+25,000	\$25,000
612-58 24	Design \$211,000	+95,000	\$306,000

Explanation: Amendment to the capital project budget ordinance to reflect higher costs for easement acquisition and design costs for Sam's Branch Phase II. This amendment is required for compliance with G.S. 159-13.2.

Duly adopted this 18th day of June, 2018 while in regular session.

Jody L. McLeod
Mayor

Attest:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk

Town of Clayton
Amendment to the Capital Project Budget Ordinance

BE IT HEREBY ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON that the following amendments shall be made to the Raleigh/Clayton Sewer Capital Project Budget Ordinance:

Fund: Raleigh/Clayton Sewer Project

<u>Line Item</u>	<u>Previous Appropriation</u>	<u>Adjustment</u>	<u>Revised Appropriation</u>
Revenues			
631-48 05	Misc. Finance Capital		
	-	+5,097,000	\$5,097,000
631-48 07	Misc. Revolving Loan		
	\$3,241,800	-3,241,800	-
631-48 97	Miscellaneous		
	-	+255,000	\$255,000
631-49 20	Developer Contribution		
	\$3,300,000	-3,300,000	-
631-49 80	Due from General Fund		
	\$550,000	-550,000	-
631-49 81	Due from Water & Sewer Fund		
	-	+1,325,564	\$1,325,564
Expenditures			
631-56 00	Professional Services		
	-	+10,000	\$10,000
631-56 01	Design Services		
	\$275,000	+225,000	\$500,000
631-58 02	Easement Acquisition		
	\$260,000	+11,500	\$271,500
631-58 04	Administrative		
	\$25,000	-22,100	\$2,900
631-58 05	Closing Fees		
	\$64,836	-61,936	\$2,900
631-58 06	Construction Inspection		
	\$87,000	-87,000	-
631-58 99	Contingency		
	\$490,000	-489,700	\$300

Explanation: Realign the capital project budget ordinance to reflect the actual scope and costs of the project in preparation for closure. This amendment is required for compliance with G.S. 159-13.2.

Duly adopted this 18th day of June, 2018 while in regular session.

Jody L. McLeod
Mayor

Attest:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk

Town of Clayton
Amendment to the Capital Project Budget Ordinance

BE IT HEREBY ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON that the following amendments shall be made to the Sam's Branch Phase II Capital Project Budget Ordinance:

Fund: 637 – Sam's Branch Phase II Interceptor Project

<u>Line Item</u>	<u>Previous Appropriation</u>	<u>Adjustment</u>	<u>Revised Appropriation</u>
Revenues			
637-49 81	Due from Water & Sewer Fund \$515,272	-201,579	\$313,693
Expenditures			
637-56 00	Professional Services \$171,425	-51,791	\$119,634
637-58 01	Construction \$1,284,989	-149,788	\$1,135,201

Explanation: Amend the capital project budget ordinance to reflect actual costs of the project in preparation for closure. This amendment is required for compliance with G.S. 159-13.2.

Duly adopted this 18th day of June, 2018 while in regular session.

Jody L. McLeod
Mayor

Attest:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk

Town of Clayton
Amendment to the Capital Project Budget Ordinance

BE IT HEREBY ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON that the following amendments shall be made to the Rollingwood Gravity Sewer Extension Capital Project Budget Ordinance:

Fund: 639 – Rollingwood Gravity Sewer Extension Project

<u>Line Item</u>	<u>Previous Appropriation</u>	<u>Adjustment</u>	<u>Revised Appropriation</u>
Expenditures			
639-56 00	Professional Services \$19,100	+10,900	\$30,000
639-58 02	Easement Acquisition \$2,250	+5,750	\$8,000
639-58 31	Sewer Line Improvements \$788,500	+54,500	\$843,000
639-58 99	Contingency \$78,850	-71,150	\$7,700

Explanation: Amend the capital project budget ordinance to reflect actual costs of the project in preparation for closure. This amendment is required for compliance with G.S. 159-13.2.

Duly adopted this 18th day of June, 2018 while in regular session.

Jody L. McLeod
Mayor

Attest:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk

**Town of Clayton
Amendment to the FY 17-18 Budget**

BE IT HEREBY ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON that the following amendments shall be made to the FY 17-18 Budget:

Fund: Water & Sewer Fund

<u>Line Item</u>	<u>Previous Appropriation</u>	<u>Adjustment</u>	<u>Revised Appropriation</u>
Revenues			
300-56-00-44 05	Sale of Water		
	\$5,422,456	+96,544	\$5,519,000
300-56-00-44 07	Sale of Water Treatment		
	\$4,481,384	+468,616	\$4,950,000
300-56-00-48 91	Transfer from Reserve Fund		
	\$0	+4,359,000	\$4,359,000
300-56-00-49 05	Water Capacity Fees		
	\$975,000	-975,000	\$0
300-56-00-49 06	Sewer Capacity Fees		
	\$2,200,000	-2,200,000	\$0
300-56-00-49 07	Water Acreage Fees		
	\$211,695	-211,695	\$0
300-56-00-49 08	Sewer Acreage Fees		
	\$241,517	-241,517	\$0
Expenditures			
300-56-00-54 41	Programs Sewer Capacity Allocation		
	\$2,200,000	+1,184,000	\$3,384,000
300-56-60-54 50	Programs Purchase for Resale		
	\$2,413,410	+86,590	\$2,500,000
300-57-90-57 042	Debt Service System Improvements		
	\$153,137	-30,867	\$122,270
300-57-90-57 050	Debt Service USDA Revenue Bond - Raleigh/Clayton		
	\$0	+175,529	\$175,529
300-56-95-58 00	Capital Projects		
	\$741,600	-119,304	\$622,296

Amendment necessary to budget for higher costs to purchase sewer capacity allocation and debt service related to the timing of closing on the USDA Revenue Bond for the Clayton/Raleigh project. This amendment is required for compliance with G.S. 159-15.

Duly adopted this 18th day of June, 2018 while in regular session.

Jody L. McLeod
Mayor

Attest:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk

**Town of Clayton
Amendment to the FY 17-18 Budget**

BE IT HEREBY ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON
that the following amendments shall be made to the FY 17-18 Budget:

Fund: Water & Sewer Capital Reserve Fund

<u>Line Item</u>	<u>Previous Appropriation</u>	<u>Adjustment</u>	<u>Revised Appropriation</u>
Revenues			
500-48-99	Fund Balance Appropriation \$0	+10,938,957	\$10,938,957
Expenditures			
500-59 21	Transfer to Water & Sewer Fund \$0	+4,359,000	\$4,359,000
500-59 23	Transfer to Capital Project Fund \$0	+6,579,957	\$6,579,957

Amendment necessary to transfer funds collected for capacity and acreage fees to fund the local contribution required to complete the capital projects listed below. This amendment is required for compliance with G.S. 159-15.

1. Water Capacity Allocation Purchase – \$975,000
2. Sewer Capacity Allocation Purchase – \$3,384,000
3. Fund 631: Raleigh/Clayton Project – \$1,325,564
4. Fund 637: Sam's Branch Phase II Project – \$313,693
5. Fund 638: ECIA Lift Station Project – \$4,052,000
6. Fund 639: Rollingwood Gravity Sewer Extension Project – \$888,700

Duly adopted this 18th day of June, 2018 while in regular session.

Jody L. McLeod
Mayor

Attest:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk



Town Council Agenda Cover Sheet

Meeting Date

June 18 2018

Agenda Location

New Business

Item Title

City of Raleigh/Town of Clayton East Wake Sewer Study Memorandum of Understanding

Presenter *(Name & Title)*

Tim Simpson, Public Works & Utilities Director

Summary/Description

The City of Raleigh has recently completed a Wastewater Treatment Master Plan. The City is preparing to conduct a joint regional wastewater treatment study for the eastern portion of Wake County. The Town of Clayton, the Town of Fuquay Varina and Johnston County have been invited to participate in this effort. The Memorandum of Understanding provides background information and responsibilities of the Town of Clayton and the City of Raleigh.

Requested Action

Approval

Additional Documents To Be Included in Agenda Packet

Draft Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING (MOU)

Formatted: Centered

BETWEEN

TOWN OF CLAYTON

AND

CITY OF RALEIGH

THIS MEMORANDUM OF UNDERSTANDING ("MOU") by and between **THE TOWN OF CLAYTON** herein referred to as the "Town" and the **CITY OF RALEIGH**, a North Carolina municipal corporation, herein referred to as the "City", each additionally referred to herein as either a "Party", and collectively as the "Parties," with the objective of conducting a joint wastewater treatment study, have agreed to the following:

It is the mutual interest of both agencies to determine if a regional wastewater treatment plant is a viable solution to the region's future wastewater treatment needs. Utilization of resources and personnel from both agencies will maximize the opportunity for a successful program.

For many years, City and the Town have collaborated to evaluate mutually beneficial water and wastewater planning alternatives. This MOU will serve as a part of the larger collaboration between the Town and the City to foster and further develop a healthier community. This MOU outlines the roles and responsibilities of each agency.

1. Areas of Collaboration

As a result of the recently completed Wastewater Treatment Master Plan, the City has determined that additional wastewater treatment capacity will be required within the next 25 years due to expected population growth. The City and the Town have agreed in principle to embark on a joint regional wastewater treatment study to determine if a joint regional wastewater treatment facility is a feasible solution to the future wastewater treatment needs.

The consideration for this MOU shall be the mutual benefit of both parties to be gained through the collaboration of the Town and the City of Raleigh.

No compensation shall be paid to either Party, except as otherwise stated herein.

For the mutual consideration as heretofore stated, the Parties, within the context of the policies of the Parties, and availability of time, equipment, and the facilities, have agreed to explore and implement mutually rewarding viable initiatives as a part of the larger MOU made herein.

2. Agency Responsibilities

2.1 Joint Responsibilities

The Parties shall mutually agree to work together to do the following:

- a. Participate in joint study workshops and meetings
- b. Cooperate in distributing available information to the other party as well as to any third parties as required
- c. Review infrastructure and wastewater treatment alternatives
- d. Develop regional study report

- e. Determine viable regional solution

2.2 City of Raleigh

- a. Provide a summary of future wastewater treatment needs – June 30, 2018
- b. Develop a regional map of all utility assets – September 30, 2018
- c. Develop regional infrastructure scenarios – December 31, 2018
- d. Evaluate capital, operating, and maintenance costs for proposed scenarios – March 31, 2019
- e. Determine optimal regional infrastructure solution – June 30, 2019

2.3 Town of Clayton

- a. Provide a map of existing system infrastructure – June 30, 2018
- b. Provide a summary of future wastewater treatment needs – September 30, 2018
- c. Develop conceptual wastewater treatment scenarios or alternatives – December 31, 2018
- d. Evaluate capital operating and maintenance costs – March 31, 2019
- e. Determine optimal wastewater treatment solution– June 30, 2019

3. **Implementation and Duration of the MOU**

This MOU is effective upon the later of the date of full execution by the Parties, and will remain in force upon execution for a period of one year. No later than June 30, 2019, this MOU may be reviewed and renewed for an additional one (1) year period by mutual consent of the Parties in writing.

Each party reserves the right to terminate this MOU upon thirty (30) days' written notice to the other. In addition, if either party fails to fulfill in timely and proper manner the obligations under this MOU for any reason, the other party shall have the right to terminate this MOU by giving written notice to the other party and termination will be effective upon receipt.

4. **Meetings**

To accomplish these objectives, Parties shall meet at least once per month for the purposes of program planning and monitoring, evaluating outcomes, and to review and ensure that each partner is in compliance with this Memorandum of Understanding.

5. **Notice**

All notices or other communications arising hereunder shall be sent to the following:

City of Raleigh	Town of Clayton
Attn: Kenneth Waldroup, Assistant Director City of Raleigh Department of Public Utilities Post Office Box 590 Raleigh, NC, 27602 Phone: 919-996-3489 E-mail: Kenneth.waldroup@raleighnc.gov	Attn: Tim Simpson P.E. Public Works and Utilities Director Post Office Box 87999 Clayton, NC 27528 Phone: 919-553-1530 E-mail: tsimpson@townofclaytonnc.org

6. Amendment

Any amendment to this MOU to be effective must be in writing, signed by both Parties, and executed with the same formality and approvals as the foregoing MOU.

7. No Waiver of Immunity

Nothing herein shall be construed to mandate purchase of insurance by the City of Raleigh, or to in any other way waive the defense of sovereign or governmental immunity from any cause of action alleged or brought against City of Raleigh for any reason if otherwise available as a matter of law.

Nothing herein shall be construed to mandate purchase of insurance by the Town, or to in any other way waive the defense of sovereign or governmental immunity from any cause of action alleged or brought against the Town for any reason if otherwise available as a matter of law.

8. Non-Appropriation

City of Raleigh and the Town of Clayton are governmental entities, and the MOU validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that funds are not available and not appropriated to the program specified in this MOU, then this MOU shall automatically expire without penalty to either party.

In the event of a legal change in either party's statutory authority, mandate, and mandated functions which adversely affects the authority to continue performing obligations under this MOU, then this MOU shall automatically expire without penalty to either party.

9. No Third Party Beneficiaries

This MOU is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the Parties hereto, and shall not confer any rights or remedies upon any person or entity other than the Parties hereto.

10. Applicable Law

All matters relating to this MOU shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions.

11. Relationship of Parties

The Town and the City of Raleigh are, and shall remain independent contractors with respect to any service or function performed under this MOU. Except as provided for in this MOU, each party shall select the means, method, and manner of performing their respective services herein. Each party is an independent contractor and shall not represent itself or be deemed as an officer, agent or employee of the other party for any purpose. Nothing under this MOU is intended or should be construed in any manner to create a partnership or venture between the Parties. Each party agrees that it will obey all State and Federal statutes, rules and regulations which are applicable to any responsibility or duty outlined herein.

12. Applicability of North Carolina Public Records Law

Notwithstanding any other provisions of this MOU, this MOU and all materials submitted by the parties to one another are subject to the public records laws of the State of North Carolina and it is the responsibility of the submitting party to properly designate materials that may be protected from disclosure under North Carolina law as such and in the form required by law prior to the submission of such materials to the other

Memorandum of Understanding

party. The parties understand and agree that the City and the Town may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this MOU. To the extent that any other provisions of this MOU conflict with this paragraph, the provisions of this section shall control.

13. Force Majeure

Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this MOU, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the MOU must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this MOU by this provision.

14. E-Verify

The parties shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of the parties' knowledge, any subcontractor employed by the parties as a part of this MOU shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

15. Non-Discrimination

To the extent permitted by North Carolina law, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this MOU.

16. Advertising

The parties shall not use the existence of this MOU, or the name of the other, as part of any advertising without the prior written approval of the other party.

17. Miscellaneous

The parties shall be responsible for the proper custody and care of any property furnished or purchased by the other party for use in connection with the performance of this MOU, and will reimburse the other party for the replacement value of its loss or damage.

18. Severability

If any provision of this MOU shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this MOU.

19. Counterparts

This MOU may be executed in several counterparts, each of which shall be deemed an original.

20. Incorporation of Documents/Complete Agreement

This MOU, and any documents incorporated below, represent the entire MOU between the parties and suspend all prior oral or written statements, or MOU's.

Specifically incorporated into this MOU are the following attachments, or if not physically attached, are incorporated fully herein by reference: N/A

|

In cases of conflict between this MOU and any of the above-incorporated attachments or references, the terms of this MOU shall prevail.

The remainder of this page remains blank intentionally.

DRAFT

|

|

THIS MOU is entered into this day of , 20____.

|

IN WITNESS WHEREOF, the Town has executed the foregoing with the signature(s) of its duly authorized officer(s), and the City has executed with the signature of its City Manager, attested by its (Assistant/Deputy) Clerk-Treasurer, with the official seal affixed, the day and year first above written.

TOWN OF CLAYTON

CITY OF RALEIGH

By:

By:

Town Manager or Authorized Designee

City Manager or Authorized Designee

(If corporate)

ATTEST:

ATTEST:

By: _____
Town Clerk
(Affix Seal)

By: _____
(Deputy) Clerk-Treasurer
(Affix Seal)

THIS INSTRUMENT APPROVED AS TO FORM:

Town Attorney

City Attorney



Town Council Agenda Cover Sheet

Meeting Date

June 18 2018

Agenda Location

New Business

Item Title

2018-79-SNA Clayton Professional Center Alternative Sign Plan

Presenter *(Name & Title)*

Planning Dept.

Summary/Description

Request to install a 63 square foot freestanding non-residential development identification sign at the entrance to the Clayton Professional Center. This sign will provide signage for all tenants of the complex. Per UDC requirements, any nonresidential development identification sign may only be approved via an Alternative Sign Plan.

Requested Action

Approval with Conditions

Additional Documents To Be Included in Agenda Packet

Application
Sign Plan/Site Plan
Staff Report



TOWN OF CLAYTON
Planning Department
111 E. Second Street, Clayton, NC 27520
P.O. Box 879, Clayton, NC 27528
Phone: 919-553-5002
Fax: 919-553-1770

ALTERNATIVE SIGN PLAN APPLICATION

Pursuant to Article 7, Section 155.713 of the Unified Development Code (UDC), no sign, unless specifically exempted under Section 155.403(D) of the UDC may be erected, located or altered in any manner until a sign permit (and building permit if necessary) has been secured from the Planning Department. An owner of land within the jurisdiction of the Town (or a duly authorized agent) may make application with the Planning Department for an Alternative Sign Plan.

See Section 155.403 of the UDC for information on sign regulations. Note that signs in overlay districts (i.e. Downtown Overlay) may be subject to additional requirements.

APPLICATION REQUIREMENTS

- ☒ One copy of this application, signed
- ☒ Owner's Consent Form (if applicant is other than the property owner)
- ☒ All applicable drawings and documents
- ☒ Application Fee (\$100.00)

SITE INFORMATION

Business or Site Name: Clayton Professional Center
Parcel ID Number: 05H03032 Parcel TAG Number: 4425181
Business Address: 900 S. Lombard Str
Property Owner: Five GIS REX Properties LLC
Property Owner Email &/or Phone: _____
Is the site a multi-tenant building or shopping center? ☐ No ☒ Yes:
Applicable Alternative Sign Plan number (if replacing): Clayton Professional Center
Overlay District (if applicable): ☐ Downtown ☐ Thoroughfare ☐ Scenic Highway
Property Owner: Five GIS REX Properties LLC

APPLICANT INFORMATION

Applicant Name: Sign Awning Systems
Contact Person: Mickey Hodge or Rachel Taylor
Mailing Address: 2785 US Hwy 301 N. Dunn, NC 28334
Phone Number: 910-892-5900 Fax: 910-892-2140
Email Address: signs@signandawning.net

OFFICE USE ONLY

Date Received: 4/20/18 Amount Paid: \$100 Permit Number: 2018-79-SNA

REQUIRED INFORMATION

Please provide a typed document including the following items:

Provided?			Item
Yes	N/A	Staff	
☐			1. Justification statement which details project information, modifications being requested, specific code references and proposed alternatives. Statement <u>must</u> include a response to each of the approval criteria outlined in Section 155.403(K)(3) of the UDC.
☐			2. Location (address and development name)
☐			3. All information required for the applicable sign application that the Alternative Sign Plan is replacing, as listed in the tables in this application

APPLICANT AFFIDAVIT

I/We, the undersigned, do hereby make application and petition to the Planning Department of the Town of Clayton to approve the subject Sign Permit. 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.

<u>William A Chance</u>	<u>William A Chance</u>	<u>4/20/2018</u>
Print Name	Signature of Applicant	Date

Note: A Permanent Sign Permit Application is required following an Alternative Sign Plan approval in order to install a permanent sign.

**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

OWNER'S CONSENT FORM

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

Project Name: Clayton Professional Address or PIN #: 900 S. Lombard St.
Center

AGENT/APPLICANT INFORMATION:

Sign & Awning Systems, Inc.
(Name - type, print clearly)
Mickey Hodges - Rachel Taylor

2785 US Hwy 301 N.
(Address)
Dunn, NC 27834
(City, State, Zip)

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

Sign Permit

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

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

OWNER AUTHORIZATION:

SUBHASH GUMBER
(Name - type, print clearly)

900 South Lombard St
(Address)

[Signature]
(Owner's Signature)

Clayton, NC 27528
(City, State, Zip)

STATE OF

COUNTY OF

NCWake

Sworn and subscribed before me Joyce E Augustine, a Notary Public for the above State and County, this 22 day of August, 2016.



Joyce E Augustine
Notary Public

My Commission Expires: 5/16/20



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

*Town Council
June 18, 2018*

STAFF REPORT

Application Number: 2018-79-SNA

Project Name: Clayton Professional Center, Alternative Sign Plan

NC PIN / Tag #: 165808-89-5971 / 05H03040G

Location: 890 S Lombard

Town Limits/ETJ: Town Limits

Applicant: Sign & Awning Systems, Inc.

Owner: Millennium Developments, LLC.

Public Noticing:

- None required.

REQUEST: To install a nonresidential Development Identification Sign at the entrance to the Clayton Professional Center, where signage will be provided for all tenants of the Clayton Professional Center complex.

SITE DATA:

Acreage: 5.96 acres

Present Zoning: O-I

Existing Use: Vacant

**STAFF ANALYSIS AND
COMMENTARY:**

Overview

The applicant has requested an alternative sign plan to allow a nonresidential development identification sign at the entrance to the Clayton Professional Center complex. Per the Unified Development Code, nonresidential development identification signs may only be approved via an Alternative Sign Plan.



Page 1 of 2

The proposed sign meets all of the criteria of the Sign Code, including the maximum sign face area. The proposed sign face is 63 square feet, and the proposed overall height is 8 feet.

Consistency with Adopted Plans:

- **Unified Development Code**

The proposed sign is consistent with and meets the applicable requirements of the Unified Development Code (UDC).

CONSIDERATIONS

- The applicant has provided justification for their requested Alternative Sign Plan.
-

STAFF RECOMMENDATION:

Approval with conditions

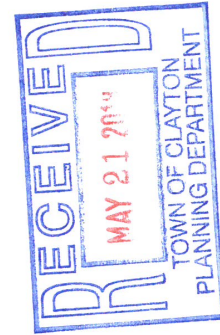
CONDITIONS:

If approved, the following condition(s) are recommended:

1. A planting bed area equal to at least one-half of the sign face area shall be planted around the entire base of the sign using shrubs, flowers, or ground cover, per requirements of the Unified Development Code.
 2. A final landscape inspection shall be performed following installation of the sign.
-

ATTACHMENTS:

- 1) Application
- 2) Sign Plan



CLAYTON PROFESSIONAL CENTER

76" X 120" ID Signage

SIGN & AWNING SYSTEMS, INC.

2785 US Hwy 301 N Dunn NC 28334
PH 910.892.5900 FX 910.892.2140

NORTH CAROLINA

**TRANSPORTATION IMPROVEMENT PROJECT –
MUNICIPAL AGREEMENT**

JOHNSTON COUNTY

DATE: 5/21/2018

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: R-3825B

AND

WBS Elements: 34552.3.5

TOWN OF CLAYTON

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

WITNESSETH:

WHEREAS, the Department has plans to make certain street and highway constructions and improvements within the Municipality under Project R-3825B, in Johnston County; and,

WHEREAS, the Department and the Municipality have agreed that the municipal limits, as of the date of the awarding of the contract for the construction of the above-mentioned project, are to be used in determining the duties, responsibilities, rights and legal obligations of the parties hereto for the purposes of this Agreement; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly, including but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS), Section 136-66.1, Section 160A-296 and 297, Section 136-18, and Section 20-169, to participate in the planning and construction of a Project approved by the Board of Transportation for the safe and efficient utilization of transportation systems for the public good; and,

WHEREAS, the parties to this Agreement have approved the construction of said Project with cost participation and responsibilities for the Project as hereinafter set out.

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

SCOPE OF THE PROJECT

1. The Project consists of construction to widen NC 42 from east of SR 1902 (Glen Laurel Road) to SR 1003 (Buffaloe Road) to Multi-Lanes.

PLANNING AND DESIGN

2. The Department shall prepare the environmental and/or planning document, and obtain any environmental permits needed to construct the Project, and prepare the Project plans and specifications needed to construct the Project. All work shall be done in accordance with departmental standards, specifications, policies and procedures.

RIGHT OF WAY

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

UTILITIES

4. The Municipality, without any cost or liability whatsoever to the Department, shall relocate and adjust all utilities in conflict with the Project and shall exercise any rights which it may have under any franchise to effect all necessary changes, adjustments, and relocations of telephone, telegraph, and electric power lines; underground cables, gas lines, and other pipelines or conduits; or any privately- or publicly-owned utilities.
 - A. Said work shall be performed in a manner satisfactory to the Department prior to the Department beginning construction of the Project. The Municipality shall make every effort to promptly relocate said utilities in order that the Department will not be delayed in the construction of the Project.
 - B. The Municipality shall make all necessary adjustments to house or lot connections or services lying within the right of way or construction limits, whichever is greater, of the Project.
 - C. The Department, where necessitated by construction, will make vertical adjustments of two (2) feet or less to the existing manholes, meter boxes, and valve boxes at no expense to the Municipality.

- D. If applicable, the Department shall reimburse the Municipality in accordance with the Municipally Owned Utility Policy of the Department approved by the Board of Transportation.
- E. The Municipality has requests the Department to include the relocation and/or adjustment of municipally owned utilities in its construction contract provisions, therefore Municipality shall reimburse the Department all costs associated with said relocation. Reimbursement will be based on final project plans and actual costs of relocation. The request received from the Municipality, is in a separate Utility Agreement prepared to determine the reimbursement terms and an updated cost estimate.

CONSTRUCTION

- 5. The Department shall construct, or cause to be constructed, the Project in accordance with the plans and specifications of said Project as filed with, and approved by, the Department. The Department shall administer the construction contract for said Project.

MAINTENANCE

- 6. Upon completion of the Project:
 - A. The Department shall be responsible for all traffic operating controls and devices which shall be established, enforced, and installed and maintained in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the "Policy on Street and Driveway Access to North Carolina Highways", and departmental criteria.
 - B. The improvement(s) shall be a part of the State Highway System and owned and maintained by the Department.

ADDITIONAL PROVISIONS

- 7. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.

8. To the extent authorized by state and federal claims statutes, each party shall be responsible for its respective actions under the terms of this agreement and save harmless the other party from any claims arising as a result of such actions.
9. All terms of this Agreement are subject to available departmental funding and fiscal constraints.
10. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.
11. The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.
12. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.
13. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED upon that the approval of the Project by the Department is subject to the conditions of this Agreement.

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

L.S. ATTEST: TOWN OF CLAYTON

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

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

Approved by _____ of the local governing body of the Town of Clayton as attested to by the signature of Clerk of said governing body on _____ (Date)

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

(SEAL)

BY: _____
(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:
Town of Clayton

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

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

Agreement ID # 8004

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