



**The Town of Clayton
Regular Town Council Meeting Agenda
Monday, June 5, 2017 @ 6:30 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 1, 2017 - Regular Session
- May 1, 2017 - Closed Session (Sent Under Separate Cover)
- May 15, 2017 - Regular Session

[May 1, 2017 DRAFT Minutes](#)

[May 15, 2017 DRAFT Minutes](#)

b. Warranty Acceptances

- Ashcroft Subdivision Phase 1&3
- Britthaven (Final)
- South Tech Park, Tract 2 (Final)

[Warranty Acceptance - South Tech Park, Tract 2](#)

[Warranty Acceptance - Britthaven](#)

[Warranty Acceptance - Ashcroft Subdivision Phase 1 & 3](#)

c. Resolutions Authorizing Johnston & Wake Counties to Collect Taxes on Behalf of Clayton

[Resolution to Authorization Collection of Taxes - Johnston County](#)

[Resolution to Authorization Collection of Taxes - Wake County](#)

d. Wastewater Allocation Request - 2014-95-PSD - Gordon Park

[Wastewater Allocation Request - Gordon Park - 2014-95-PSD](#)

[Resolution Wastewater Allocation - Gordon Park Subdivision](#)

e. Recommendations for Appointments to DDA w/Term Expirations of June 30, 2020

- James Lipscomb
- Jessica Lloyd
- Tony Johnson
- Scott Hadding Jr.

f. Boundary Extension - Clayton/Wilson Mills

[Wilsons Mills Clayton Boundary Extension Agreement - DRAFT](#)

POTENTIAL ACTION: Adoption of Consent Agenda as Presented

4. ADMINISTRATIVE ITEMS

a. Warranty Acceptances:

- Bristol @ Cobblestone, Phase 2
- Pine Hollow Commons Commercial Subdivision (Final)

[Cover - Warranty Acceptance Bristol @ Cobblestone, Phase 2](#)

[Warranty Acceptance - Bristol @ Cobblestone Phase 2](#)

[Cover - Final Warranty Acceptance Pine Hollow Commons Commercial Subdivision](#)

[Final Warranty Acceptance - Pine Hollow Commons Commercial Subdivision](#)

POTENTIAL ACTION: Place on the June 19, 2017 Consent Agenda

5. INTRODUCTIONS AND SPECIAL PRESENTATIONS

a. Introduction of Town Engineer - Rich Cappola

Presenter: Adam Lindsay, Town Manager

6. PUBLIC HEARINGS

a. Rezoning - 2017-53-RZ - 9257 US Highway 70 Business West (Nick's Flippin' Kids Building)

Presenter: Planning Department

[Cover - 2017-53-RZ - 9257 US Hwy 70 Bus \(Nick's Flippin Kinds Building\)](#)

[Application - 2017-53-RZ - 9257 US HWY 70 Bus W](#)

[Staff Report - 2017-53-RZ - 9257 US HWY 70 Bus W](#)

[Map - 2017-53-RZ - 9257 US Hwy 70 Bus W](#)

[Neighborhood Materials - 2017-53-RZ - 9257 US Hwy 70 Bus W](#)

[Public Notice - Rezoning 2017-53-RZ](#)

[Consistency & Reasonable Statement - 2017-53-RZ](#)

[Motion Form - 2017-53-RZ](#)

[Ordinance - 2017-53-RZ](#)

POTENTIAL ACTION: Adoption of Ordinance #2017-06-01

7. OLD BUSINESS

a. Transfer of 231 East Second Street to Downtown Development Association

Presenter: David DeYoung, Planning Director

[Resolution - 231 East Second Street to DDA](#)

[Public Notice After Adoption of Resolution - 231 East Second Street to DDA](#)

POTENTIAL ACTION: Adoption of Resolution #2017-19

8. NEW BUSINESS

a. Johnston County and Town of Clayton - Claytex Fire Services Contract

Presenter: Lee Barbee, Fire Chief

[Cover - Johnston County and Town of Clayton - Claytex Fire Services Contract](#)
[2017 Fire Services Agreement - Claytex](#)

POTENTIAL ACTION: Place on June 19, 2017 Consent Agenda

- b. North Carolina Clean Water Grants(2) - Water & Wastewater Asset Assessment & Inventory Improvements

Presenters: Michael Tutweiler, GIS Coordinator , Tim Simpson, Public Works Director & JD Soloman, CH2M Hill

[Clayton CH2M AIA Grants April 2017](#)

[2016-33 Grant Applications Water and Wastewater Asset Assessment](#)

[Resolution - Grant for WATER Asset Assessment & Inventory Improvements](#)

[Resolution - Grant for WASTEWATER Asset Assessment & Inventory Improvements](#)

POTENTIAL ACTION: Authorize Staff to Enter Into Agreement with CH2M Hill

POTENTIAL ACTION: Place Resolutions on June 19, 2017 Consent Agenda

9. STAFF REPORTS

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

10. OTHER BUSINESS

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

11. CLOSED SESSION

- a. Closed Session Pursuant to NC 143-318.11(a)(5)

POTENTIAL ACTION: Motion For Closed Session

12. ADJOURNMENT



**The Town of Clayton
Regular Town Council Meeting Minutes
Monday, May 1, 2017 @ 6:30 PM
Council Chambers**

COUNCIL PRESENT:

Mayor McLeod
Mayor Pro Tem Grannis
Council Member Lawter
Council Member Thompson
Council Member Holder

STAFF PRESENT:

Adam Lindsay, Town Manager
Nancy Medlin, D/Town Manager
Katherine Ross, Town Attorney
Kimberly Moffett, Town Manager
David DeYoung, Planning Director
Jay McLeod, Senior Planner
Robert McKie, Finance Director
Dale Medlin, Electric System Director
Christie Starnes, Library Director
Larry Bailey, Parks & Recreation Director
Stacy Beard, Public Information Officer
John Hamlin, A/Public Information Officer
Tim Simpson, Public Works Director

COUNCIL ABSENT:

Council Member Satterfield

1 CALL TO ORDER

Pledge of Allegiance and Invocation

- a) The Mayor called the meeting to order at 6:33 p.m. He led everyone in the Pledge and offered the Invocation.

2 ADJUSTMENT OF THE AGENDA

3 CONSENT AGENDA

(Items on the consent agenda are considered routine in nature or have been thoroughly discussed at previous meetings. Any member of the Council may request to have an item removed from the consent agenda for further discussion.)

- a) Warranty Acceptance - FINAL Water & Sewer
 - Cleveland Draft House of Clayton
- b) All Star Waste Services Contract
- c) Support of Triangle Land Conservancy Proposed Shared Trail Network
- d) Support of Southeast Study Recommendations
- e) Storm Water Management Agreement
- f) Resolution Directing Clerk to Investigate Sufficiency of Petition - 2017-64-ANX
 - HP6 Clayton Health

- g) Resolution Directing Clerk to Investigate Sufficiency of Petition - 2017-69-ANX
 - Warrick Subdivision
- h) Live Burn - 534 W. Main Street - May 6, 2017

ACTION: Adoption of Consent Agenda as Presented

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

4 ADMINISTRATIVE ITEMS

- a) Proclamation Request - Older Americans Month - May 2017

ACTION: Placed on May 15, 2017 Consent Agenda

- b) 2017 -2018 Budget Public Hearing

ACTION: Set Public Hearing for May 15, 2017

5 INTRODUCTIONS AND SPECIAL PRESENTATIONS

- a) Cooper Elementary Academy Update
Presenter: Jocell Flores, Principal

Ms. Flores was in attendance and provided information regarding the history of Cooper Elementary School. Additionally provided was information regarding the process of a "re-start" school. Ms. Flores provided details about scheduling, staffing and curriculum that will take place at Cooper Elementary Academy. It is the desire of administration that all students attending the academy will have their own individual goal for the future when they leave Cooper. Ms. Flores stated there was an ongoing discussion regarding school spirit wear. Ms. Flores stated the proposed schedule would be Monday - Thursday 7:45 a.m. - 3:45 p.m. and 7:45 - 12:45 p.m. on Friday. Having an early dismissal on Friday would allow for personal development of teachers during the afternoon hours. Ms. Flores stated there would be two upcoming open house "vision tours" for Cooper Academy that would be held on May 16, 2017 at 4:30 p.m. and May 18, 2017 at 1:00 p.m. She invited all to attend. Mayor McLeod thanked Ms. Flores and stated the town is very excited about Cooper Academy and offered support.

6 PUBLIC HEARINGS

- a) SUP - 2017-08-SUP - Abington Forest Apartments
Presenter: Planning Department

Town Attorney provided information regarding a quasi-judicial proceeding including the types of testimony that could be considered. All testimony must be provided under oath. All those wishing to offer testimony were administered this oath via affirmation by the Town Clerk.

Mr. DeYoung provided information regarding request to develop apartments on subject property, which is currently zoned O-I. Request for four buildings with a total of 72 apartment units and clubhouse. It was noted there was a wastewater allocation request of 20,295 GPD. Mr. DeYoung stated this item was approved at the April 24, 2017 meeting the Planning Board. It was delayed from previous month until such time that staff concerns were addressed. The plan is consistent with Comprehensive Plan, applicant has addressed the approval criteria and addressed the Findings of Fact. Staff is recommending approval with conditions as listed in staff report.

Mayor Pro Tem Grannis asked for guidance from attorney and stated he had communications with applicant at Planning Board. Attorney Ross questioned conversation and it was determined nothing was discussed that was not previously discussed in public and attorney thanked Mayor Pro Tem Grannis for disclosing his ex-part communication.

Applicant, Michael Birch was present and provided a bit of history regarding this item and original denial at the Planning Board. He introduced all other members of applicant team that were present.

Mr. Sean Brady was present and provided background information and details regarding the applicant company. He stated they have projects from Texas to North Carolina. He shared information about the amenities provided at these multi-family units projects and stated they have proven to be very successful. He shared a brief PowerPoint which included an aerial overlay slide, exterior elevations and four photos of finished projects at similar locations.

Mr. Jason Gaston spoke about the deceleration lane, the amenities and clubhouse, playground area, picnic pavilion and mail kiosk. He stated beyond building #300 there will be a retention pond buffered by a small 3' trail. He also shared information about the location of dumpster and recycling.

Mr. Lyle Overcash addressed the council and stated he has been a traffic engineer for 24 years and stated the main concern with this site was the driveway and the right in and right out of the premises as well as the U turn on Highway 70. He stated an analysis was completed that showed no issues or problems.

Mr. Jarvis Martin addressed the council and stated he is a certified appraiser. He provided information regarding a completed study and comparisons of values. He stated there were no adverse impact of value or future development determined.

Mr. Birch addressed the council again and stated he believed all Findings of Fact had been met.

Council Member Holder shared his concerns regarding traffic hazard at the Dogwood Forest subdivision crossover.

Mayor Pro Tem Grannis questioned if there had been a dialogue with the Post Master and required number of boxes. Applicant stated that information would be provided.

Mayor Pro Tem Grannis offered his thanked and appreciation for all the responses.

Council Member Lawter questioned if Wake Med had interest in connectivity and the applicant stated they were agreeable to connectivity to both the east and the west.

There was brief discussion regarding the 3' trail and Council Member Lawter stated he would like to see something a bit wider than 3' and applicant agreed to a 5' trail.

With there being nothing further the public hearing was closed and turned over to council for deliberation.

ACTION: Adoption of Resolution #2017-11 (Wastewater)

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

ACTION: Approval of Special Use Permit #2017-08-SUP

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

- b) Rezoning - 2017-20-RZ - Gateway Lot #6
Presenter: Planning Department

Mr. McLeod provided information regarding request to rezone property located at Gateway Drive Lot #6 from Business Special Use District (B3-SUD) to Office-Institutional (O-I). The property is currently vacant and applicant wishes to prepare the property for future sale and development. Request is compatible with Surrounding Land Uses and consistent with the Comprehensive Plan. Planning Board and Staff recommend approval.

There were no questions for staff or for applicant and the item was turned over to council for deliberation.

ACTION: Adoption of Ordinance #2017-05-01

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

7 OLD BUSINESS

8 NEW BUSINESS

- a) 2016-2017 Audit Contract - Anderson, Smith & Wike, PLLC
Presenter: Robert McKie, Finance Director

Mr. McKie provided information regarding the audit contract. Mr. McKie stated there was no increase in fees, which have remained consistent since 2012. Staff recommends approval of contract.

ACTION: Authorization of Contract

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

- b) 2017-69-ANX - Warrick Subdivision
Presenter: Planning Department

Mr. DeYoung provided information regarding requested the non-contiguous annexation of the Warrick Tract. Annexation was a requirement of the approval process of the subdivision. Mr. DeYoung stated they will be a water customer.

There were no questions of staff.

ACTION: Set Public Hearing for May 15, 2017

- c) 2017-64-ANX - HP6 Clayton Health Investors
Presenter: Planning Department

Mr. DeYoung provided information regarding this contiguous annexation request. He stated it is a very small portion of a property that was not previously annexed. Both water and sewer services will be provided by the town.

There were no questions for staff.

ACTION: Set Public Hearing for May 15, 2017

- d) CAMPO Spot 5 Funding Commitment
Presenter: David DeYoung, Planning Director

Mr. DeYoung provided information regarding CAMPO SPOT Funding. He stated there was a call for SPOT 5.0 bike/pedestrian projects and stated member agencies were encouraged to complete a submittal form along with a funding commitment letter. Minimum project size is \$100,000 and local commitment is 20% of project. He further stated CAMPO is allowed to submit a total of 43 new bicycle/pedestrian projects to be programmed in years 6-10 of the State Transportation Improvement Plan.

There was discussion regarding future projects to include the following Greenway Projects and cost estimates:

- East Clayton - 1.2 Million Cost (estimate)
- Cobblestone - \$920,000
- Mountains to Sea Linkage - \$575,000
- Clayton High School Sidewalk Connector - \$410,000

ACTION: Adoption of Resolution #2017-14

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

9 STAFF REPORTS

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

10 OTHER BUSINESS

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

11 CLOSED SESSION

- a) Closed Session Pursuant to NCGS 143-318.11(a)(5) & 143-318.11(a)(6)
 - Possible Acquisition of Real Property
 - Town Manager Six Month Performance Evaluation

ACTION: Motion for Closed Session at 7:53 p.m. pursuant to NCGS 143-318.11(a)(5)

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

- b) Returned from Closed Session

Council returned from Closed Session at 8:38 p.m. and the following action was taken.

ACTION: Place Resolution for Exchange of Amelia Church Road & YMCA property and Set Public Hearing under NCGS 158-7.1 for May 15, 2017

Motion: Council Member Thompson
Second: Mayor Pro Tem Grannis

- Vote: Unanimous
c) Closed Session Pursuant

Council returned to Closed Session at 8:41 p.m. pursuant to NCGS 143-318.11(a)(6)

ACTION: Motion for Closed Session

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

- d) Returned from Closed Session

Council returned from Closed Session at 9:23 p.m.; with no action being taken.

12 ADJOURNMENT

- a) With there being nothing further, the meeting was adjourned at 9:23 p.m.

ACTION: Motion to Adjourn

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

Duly adopted this the 5th day of June, 2017 while in regular session.

Jody L. McLeod
Mayor

ATTEST:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk

May 1, 2017
Minutes



**The Town of Clayton
Town Council Work Session Meeting Minutes
Monday, May 15, 2017 @ 6:30 PM
Council Chambers**

COUNCIL PRESENT:

Mayor McLeod
Council Member Satterfield
Council Member Lawter
Council Member Holder
Council Member Thompson

STAFF PRESENT:

Adam Lindsay, Town Manager
Nancy Medlin, D/Town Manager
Katherine Ross, Town Attorney
Kimberly Moffett, Town Clerk
David DeYoung, Planning Director
Lee Barbee, Fire Chief
Blair Myhand, Police Chief
Tim Simpson, Public Works Director
Larry Bailey, Parks & Recreation Director
Ann Game, Customer Service Director
Stacy Beard, Public Information Officer

COUNCIL ABSENT:

Mayor Pro Tem Grannis

1 CALL TO ORDER

- a) Mayor McLeod called the meeting to order at 6:34 p.m. He led everyone in the Pledge of Allegiance and offered the Invocation.

2 ADJUSTMENT OF THE AGENDA

- a) Allow Action to be Taken During Work Session

ACTION: Motion to Allow Action During a Work Session

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

3 CONSENT AGENDA

(Items on the consent agenda are considered routine in nature or have been thoroughly discussed at previous meetings. Any member of the Council may request to have an item removed from the consent agenda for further discussion.)

- a) Draft Minutes
 - April 17, 2017 - Regular Session
- b) Certification of Sufficiency - 2017-64-ANX
- c) Certification of Sufficiency - 2017-69-ANX
- d) Proclamation - Older Americans Month - May 2017

ACTION: Adoption of Consent Agenda as Presented

Motion: Council Member Holder

Second: Council Member Thompson

Vote: Unanimous

4 ADMINISTRATIVE ITEMS

- a) Warranty Acceptances
- Ashcroft Subdivision Phase 1 & 3
 - Britthaven (Final)
 - South Tech Park, Tract 2 (Final)

ACTION: Placed on June 5, 2017 Consent Agenda

- b) Authorization Johnston & Wake Counties to Collect Taxes on Behalf of Clayton

ACTION: Placed on June 5, 2017 Consent Agenda

5 INTRODUCTIONS AND SPECIAL PRESENTATIONS

- a) Swearing In - Police Chief Blair Myhand
Presenter: Mayor Jody McLeod

Mayor McLeod issued the Oath of Office to Blair Myhand, Clayton's new Police Chief. Many member of Chief Myhand's family traveled from other states to attend the ceremony. Council offered a warm welcome to Chief Myhand. Council stated it was an exciting time for Clayton and were extremely happy that Chief Myhand was a part of the Clayton team.

- b) Proclamation Request - Police Week
Presenter: Blair Myhand, Police Chief

Chief Myhand requested a Proclamation be declared for National Police Week. The Chief shared information about this national week of remembrance and addressed the increase of officers killed in the line of duty this past year.

ACTION: Adoption of Proclamation

Motion: Council Member Thompson

Second: Council Member Holder

Vote: Unanimous

- c) Proclamation Request - Day of Prayer
Presenter: Angela Williams, Interstate Ministries

Ms. Williams was present and requested that a Proclamation be issued in honor of National Day of Prayer. This is an annual event that sets aside a day and invites people of all faith to pray for our nation. Ms. Williams provided the history of this Proclamation. Mayor McLeod presented the Proclamation to Ms. Williams.

ACTION: Adoption of Proclamation

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

- d) 2017-2018 Clayton Sculpture Trail Selections
Presenter: Sara Perricone, Chair - Public Art Advisory Board

Ms. Perricone was present and provided information regarding this year's sculpture trail submissions and stated a committee recently met to select sculptures. A total of 30 submissions were received. A Power Point presentation was provided showing the sculptures that were selected by the committee and also shared where each sculpture would be located. Ms. Perricone further stated the sculpture selections would be presented to the Public Art Advisory Board for final voting. Mayor McLeod offered his thanks and is extremely happy and excited to see how the art community is growing in Clayton.

6 PUBLIC HEARINGS

- a) 2017-2018 Fiscal Year Budget
Presenter: Adam Lindsay, Town Manager

Mr. Lindsay presented the FY 2017-2018 budget. He was honored to present a balanced budget and shared the process that was used to complete the budget. He stated some of the budget highlights are as follows:

- No tax rate increase
- Sales tax growth better than expected
- 1.3 million in new revenues
- 8 million dollar deficit
- 3 (out of 14 requested) new positions funded
- Changes to State Health Plan
- 6% water rate increase effective July 1 (County pass along)
- Water base rate charge will double effective January 1, 2018 (In town will go from \$5 to \$10 and out of town from \$10 to \$20)

Mr. Lindsay offered his thanks to both Nancy Medlin and Robert McKie for assistance with the budget.

Mayor McLeod noted this as a Public Hearing and asked anyone wishing to speak to come forward. With no one coming forward, the Public Hearing was closed and the item was turned over to council for deliberations.

ACTION: Adoption of Ordinance #2017-05-03 (Budget)

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

ACTION: Adoption of Ordinance #2017-05-04 (Fees & Charges)

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

- b) 2017-64-ANX - HP6 Clayton Health Investors
Presenter: Planning Department

Mr. DeYoung presented and stated request for annexation of contiguous .0681 acre property located off of Dairy Road, which is adjacent to a nursing facility.

Mayor McLeod noted this as a Public Hearing and asked anyone to speak come forward. With no one wishing to speak, the Public Hearing was closed and the item was turned over to council for deliberation

ACTION: Adoption of Ordinance #2017-05-05

Motion: Council Member Lawter
Second: Council Member Thompson
Vote: Unanimous

- c) 2017-69-ANX - Warrick Subdivision
Presenter: Planning Department

Mr. DeYoung presented this annexation of on 22.041 non-contiguous acres of Warrick Subdivision. He stated annexation was a condition of approval for this subdivision.

Mayor McLeod noted this was a Public Hearing and asked anyone wishing to speak to come forward. With no one coming forward the Public Hearing was closed and the item was turned over to council for deliberation.

ACTION: Adoption of Ordinance #2017-05-06

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

- d) Acquisition of Real Estate Pursuant to NCGS 158-71 for Economic Development Purposes
Presenter: Katherine Ross, Town Attorney

Ms. Ross stated this Public Hearing was required under NCGS 158-7.1. She provided information and stated that the property location of 3798 Powhatan Road are currently YMCA soccer fields, A map was shared showing area used by YMCA for soccer fields. She stated we are currently in discussion with regard of option to acquire this property in exchange for town owned property on Amelia Church Road. This arrangement would allow the town flexibility in both the acquiring and disposal of property. The property is currently zoned

for Industrial. It is proposed the back portion of this property be developed with a wastewater pre-treatment facility. The front portion of the property is currently used for soccer fields and could continue to be used for that purpose for a certain amount of time. Discussion has been on-going for several months and included leasing the property for \$1 for at least two years and likely longer to allow time for the YMCA future development.

Mayor McLeod noted this as a Public Hearing and asked anyone wishing to speak to come forward. A resident of Hein Drive stepped forward and asked for confirmation that the YMCA would have at least 2 years to continue using this area for soccer. This was confirmed by the attorney. Mayor McLeod stated the main goal and priority has always been the children.

With no one else coming forward, the hearing was closed at 7:15 p.m.

7 ITEMS SCHEDULED FOR THE REGULAR MEETING

- a) Wastewater Allocation Request - 2014-95-PSD - Gordon Park
Presenter: Planning Department

Mr. DeYoung stated this property was previously annexed in February of this year. He stated part of the property was in town and part of the property was in the County. We are now taking on the portion that was approved by the county and this wastewater allocation request is housekeeping. Total request is for 44,250 gallons per day for 177 single family residential units.

ACTION: Placed on June 5, 2017 Consent Agenda

- b) Rezoning 2017-53-RZ - 9257 US Highway 70 Bus. West
Presenter: Planning Department

Mr. McLeod stated this request is to rezone the property location at 9257 US Highway 70 Business West, also known as the Nick's Flippin Kids Building, from Highway Business- Special Use District (B-3 SUD) to Highway Business (b-3). Applicant has addressed all criteria and staff is recommending approval of the rezoning.

ACTION: Set Public Hearing for June 5, 2017

- c) Recommendations for Appointments to the Downtown Development Association Advisory Board
Presenter: David DeYoung, Planning Director

Mr. DeYoung provided information regarding recommendations for appointments to the Downtown Development Association Board. All applicants were interviewed and the following are recommended for appointment with a term expiration of June 30, 2020: James Lipscomb (re-appointment), Jessica Lloyd (re-appointment), Tony Johnson and Scott Hadding Jr.

ACTION: Placed on June 5, 2017 Consent Agenda

8 ITEMS CONTINGENT FOR THE REGULAR MEETING

9 NEW BUSINESS

- a) Boundary Extension - Clayton/Wilsons Mills
Presenter: David DeYoung, Planning Director

Mr. DeYoung provided history and discussion regarding boundary extension. He spoke about infrastructure currently in place as well as public services. He stated he was not looking for direction this evening, but wanted to present and keep council informed. Mr. Lindsay stated that Wilson Mills would like to know opinion/ council response.

ACTION: Placed on June 5, 2017 Consent Agenda

- b) Transfer of 231 East Second Street to Downtown Development Association
Presenter: David DeYoung, Planning Director

Mr. DeYoung provided information regarding this property and stated an RFP was completed approximately 8 months ago for the purchase/development of 231 E. Second Street. This building is a historic structure and we were looking for someone to maintain the historic value. The process has started with Community Smith and a few issues have arisen with regard to the transfer of the property/ Counsel agrees that the best course of action is to transfer ownership of this property to the Downtown Development Association which would allow us to add restrictions that property would need to be used for historic purposes. It was requested that authorization be granted to withdraw the RFP and proceed with authorizing the potential sale of the property to the DDA. It was further stated that a Resolution would come back to Council with regard to disposal of the property. Council Member Satterfield questioned when the restriction would be available for review and Attorney Ross stated she believed within the next two weeks.

ACTION: Proceed with Withdrawal of RFP Process

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

10 ITEMS FOR DISCUSSION

11 OLD BUSINESS

- a) Exchange of Property on Amelia Church Road and Powhatan Road
Presenter: Katherine Ross, Town Attorney
- 19.84 acres located on the east side of Amelia Church Road & south of NC 42 West
 - 13.571 acres located at 3978 Powhatan Road

Ms. Ross stated a Resolution that includes the estimated value of both properties is required by NC statute to authorize the exchange of properties.

ACTION: Adoption of Resolution #2017-15

Motion: Council Member Holder

Second: Council Member Lawter

Vote: Unanimous

12 STAFF REPORTS

a) Town Manager

Mr. Lindsay reminded that a reception would be held at the Police Department on May 23, 2017 from 4-6 p.m. for Chief Myhand.

b) Town Attorney

c) Town Clerk

d) Other Staff

Kaitlin Russo, Downtown Development Coordinator, reported that the DDA Spring Walk was held on April 29, 2017. She stated this was the second year for this event and registrations increased from 82 to over 300. She stated she has received much positive feedback about the event.

Ms. Beard provided information about two upcoming Parks & Recreation events. The first is an annual Adopt a Park Clean Up that will take place at Legend Park at 9:00 a.m. this upcoming Saturday. This is a partnership event. The second event is the Senior Appreciation Event which will be held next Friday in the Council Chambers.

13 OTHER BUSINESS

a) Informal Discussion & Public Comment

b) Council Comments

14 ADJOURNMENT

a)

With there being nothing further, the meeting was adjourned at 7:41 p.m.

ACTION: Adjourn the Meeting

Motion: Council Member Holder

Second: Council Member Lawter

Vote: Unanimous

Duly adopted this the 5th day of June, 2017 while in regular session.

Jody L. McLeod
Mayor

ATTEST:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk

May 15, 2017
Minutes

TOWN OF CLAYTON

OPERATIONS CENTER

"SERVICE"

ELECTRIC SERVICE
(919) 553-1530

VEHICLE MAINTENANCE
(919) 553-1530



"ENVIRONMENT"

PUBLIC WORKS
(919) 553-1530

WATER RECLAMATION
(919) 553-1535

MEMORANDUM

To: Kimberly Moffett, Town Clerk

From: Chris Rowland, Construction Project Administrator 

Copy: Jonathan Barnes, Dalton Engineering
Para Smith, Development Services Coordinator

Date: May 3, 2017

Subject: South Tech Park, Tract 2 (Source Recycling)

Please place a final acceptance request for the subject public water and sewer utilities, along with all pertinent easements, on the next available agenda. A final inspection was performed with no identified faults discovered. Following acceptance, the Town will assume all operational and maintenance duties.

TOWN OF CLAYTON OPERATIONS CENTER

"SERVICE"

ELECTRIC SERVICE
(919) 553-1530

VEHICLE MAINTENANCE
(919) 553-1530



"ENVIRONMENT"

PUBLIC WORKS
(919) 553-1530

WATER RECLAMATION
(919) 553-1535

MEMORANDUM

To: Kimberly Moffett, Town Clerk

From: Chris Rowland, Construction Project Administrator 

Copy: Para Smith, Development Services Coordinator
Jonathan Barnes, Dalton Engineering

Date: May 2, 2017

Subject: Britthaven

Please place a final acceptance request for the subject public water and sewer utilities along with all pertinent easements on the next available agenda. A final inspection was performed with no recognized faults discovered. Following acceptance, the Town will assume all operational and maintenance duties.

TOWN OF CLAYTON OPERATIONS CENTER

"SERVICE"

ELECTRIC SERVICE
(919) 553-1530

VEHICLE MAINTENANCE
(919) 553-1530



"ENVIRONMENT"

PUBLIC WORKS
(919) 553-1530

WATER RECLAMATION
(919) 553-1535

MEMORANDUM

To: Kimberly Moffett, Town Clerk

From: Chris Rowland, Construction Project Administrator 

Copy: Jonathan Barnes, Dalton Engineering
Paralee Smith, Development Services Coordinator

Date: April 17, 2017

Subject: Ashcroft Subdivision, Phases 1 & 3

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

**TOWN OF CLAYTON
RESOLUTION AUTHORIZING THE JOHNSTON COUNTY TAX
ADMINISTRATOR
TO LEVY AND COLLECT PROPERTY TAXES FOR THE TOWN OF CLAYTON**

BE IT RESOLVED by the Town Council of the Town of Clayton, North Carolina,
as follows:

The Johnston County Tax Administrator is hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the Office of the Johnston County Tax Administrator in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the Town of Clayton, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with the law.

Duly adopted this 5th day of June 2017, while in regular session.

Jody L. McLeod
Mayor

ATTEST:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk

**TOWN OF CLAYTON
RESOLUTION AUTHORIZING THE WAKE COUNTY REVENUE
ADMINISTRATOR TO LEVY AND COLLECT PROPERTY TAXES FOR THE
TOWN OF CLAYTON**

**BE IT RESOLVED by the Town Council of the Town of Clayton, North Carolina,
as follows:**

The Wake County Revenue Administrator is hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the Office of the Wake County Revenue Administrator in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the Town of Clayton, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with the law.

Duly adopted this 5th day of June 2017, while in regular session.

Jody L. McLeod
Mayor

Kimberly A. Moffett, CMC, NCCMC
Town Clerk



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

Wastewater Allocation Request

The Town of Clayton, in an effort to manage and maintain the sewer and water capacity for the Town, requires that this application be completed and submitted to the Town for consideration of a utility allocation.

Application MUST be completed and sealed by a registered engineer unless otherwise approved by staff.

SITE INFORMATION

Name of Project: Gordon Park Subdivision Acreage of Property: 61.29 acres (approx.)
County Tag Number: Note : See list, attached. NC PIN: Note : See list, attached.
Address/Location: The project is located in the Northeast quadrant of the
intersection of Powhatan Road and Glen Laurel Road.

Zoning District: R-8 and R-10

Town Limits / ETJ: ☒ Town Limits ☐ ETJ (Extra-Territorial Jurisdiction)

APPLICANT INFORMATION – Applicant must be a registered engineer unless otherwise approved by Town Engineer

Applicant: Dalton Engineering and Associates, P.A.

Mailing Address: Post Office Box 426 Clayton, North Carolina 27528

Phone Number: (919) 550 - 4740 Fax: (919) 550 - 4741

Contact Person: Jerry T. Dalton

Email Address: jdalton@daltonengineering.com

PROPERTY OWNER INFORMATION

Name: Note : See list, attached.

Mailing Address: _____

Phone Number: _____

Fax: _____

Email Address: _____

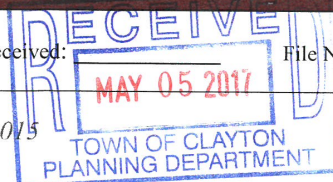
FOR OFFICE USE ONLY

Date Received: _____

File Number: _____

Associated Project Number: _____

June 2015



Page 1 of 6

PROJECT INFORMATION

Use: ☒ New ☐ Expanded ☐ Change

Use Type: ☒ Residential ☐ Non-Residential

Proposed Use(s): Single-family residential subdivision Existing Use(s): Commercial and agricultural

Invoice shall be mailed to the following:

Developer Name: Powhatan Road Limited Partnership

Mailing Address: Post Office Box 327 Clayton, North Carolina 27528

Phone Number: (919) 553 - 7904 Fax Number: (919) 553 - 3706

Email Address: gordonebginc@aol.com

ALLOCATION REQUEST

- Use additional sheets if necessary.
- Provide any documentation supporting/justifying the request as an attachment.
- If a phasing / take-down schedule is proposed, include as an attachment.

Residential:

Gross Acreage: 61.29 acres (approx.)

Single Family	# of Units	GPD per Unit	Total Requested GPD
1-2 Bedroom Units	0	N/A	0
3 Bedroom Units	0	N/A	0
>3 Bedroom Units	177	250	44,250
Total	177	-----	44,250

Multi-Family	# of Units	GPD per Unit	Total Requested GPD
1-2 Bedroom Units	0	N/A	0
3 Bedroom Units	0	N/A	0
>3 Bedroom Units	0	N/A	0
Total	0	-----	0

Non-Residential: (Design Flow Guideline provided as Appendix A)*

**If design flow deviates from the flow rates presented in Appendix A, provide supporting documentation/justification as an attachment in the form of 12 months of water bills demonstrating gallons per day utilized.*

Gross Acreage: 0.00 acres

Use	Measurement Unit	# of Units	GPD per Unit	Total Requested GPD
N/A	N/A	0	N/A	0
N/A	N/A	0	N/A	0
N/A	N/A	0	N/A	0
Total	N/A	0	-----	0

TOTAL REQUESTED GALLONS PER DAY: 44,250 GPD

NOTE TO APPLICANT:

Invoicing:

Invoices are generated on the following schedule:

Non-Residential:

Generated with the application for a Zoning Compliance Permit.

Residential:

Multi-Family / Apartments:

Generated with the application for a Zoning Compliance Permit.

Subdivision / Subdivided Lots:

Generated at Final Plat submittal.

Fee Development:

Development Fees are calculated and invoiced based on the Town of Clayton adopted [Comprehensive List of Fees and Charges](#). Invoiced fees include acreage fees, capacity fees, nutrient offset fees, recreation fees, fees-in-lieu, and electric department lot deposit. Please speak with Town staff with questions.

Approval:

Requests over 10,000 GPD are approved by the Town Council, by resolution. All other requests are approved by the Town Manager.

APPLICANT AFFIDAVIT

I/We, the undersigned, do hereby make application and petition to the Town of Clayton to approve the subject Wastewater Allocation. 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.

Jerry T. Dalton

Print Name



Signature of Applicant

5/5/17

Date

Engineer Seal:



June 2015

Page 3 of 6

TOWN OF CLAYTON OFFICE USE ONLY:

Approved by: ☐ Town Manager

☐ Town Council (*requests of 10,000 GPD or more require Council approval by resolution*)

The **Town Manager / Town Council (circle one)** has authorized the allocation of _____

gallons per day for project # _____.

Date of Approval: _____

Signed:

Town Manager

If approved by Town Council:

Attach a copy of the resolution and any associated documentation.

APPENDIX A: DESIGN FLOW RATES

The following table from the North Carolina Administrative Code 02T.0114 shall be used to determine the minimum allowable design daily flow of wastewater facilities. Alternatively, the Town in its sole and absolute discretion may calculate the customer's initial average daily wastewater flow based on data from the customer's operations (or from similarly situated customers) with a comparable sanitary sewer system, where such data are available and reasonably current.

Establishment Type	Daily Flow Rate
Barber and Beauty Shops	
Barber Shops	50 gal/chair
Beauty Shops	125 gal/booth or bowl
Businesses, Offices and Factories	
General business and office facilities	25 gal/employee/shift
Factories, excluding industrial waste	25 gal/employee/shift
Factories or businesses with showers or food preparation	35 gal/employee/shift
Warehouse	100 gal/loading bay
Warehouse – self storage (not including caretaker residence)	1 gal/unit
Churches	
Churches without kitchens, day care or camps	3 gal/seat
Churches with kitchen	5 gal/seat
Churches providing day care or camps	25 gal/person (child & employee)
Fire, Rescue and Emergency Response	
Fire or rescue stations without on-site staff	25 gal/person
Fire or rescue stations with on-site staff	50 gal/person/shift
Food and Drink Facilities	
Banquet, dining hall	30 gal/seat
Bars, cocktail lounges	20 gal/seat
Caterers	50 gal/100 sq. ft. floor space
Restaurant, full Service	40 gal/seat
Restaurant, single service articles	20 gal/seat
Restaurant, drive-in	50 gal/car space
Restaurant, carry out only	50 gal/100 sq. ft. floor space
Institutions, dining halls	5 gal/meal
Deli	40 gal/100 sq. ft. floor space
Bakery	10 gal/100 sq. ft. floor space
Meat department, butcher shop or fish market	75 gal/100 sq. ft. floor space
Specialty food stand or kiosk	50 gal/100 sq. ft. floor space
Hotels and Motels	
Hotels, motels and bed & breakfast facilities, without in-room cooking facilities	120 gal/room
Hotels and motels, with in-room cooking facilities	175 gal/room
Resort hotels	200 gal/room
Cottages, cabins	200 gal/unit
Self-service laundry facilities	500 gal/machine
Medical, Dental and Veterinary Facilities	
Medical or dental offices	250 gal/practitioner/shift
Veterinary offices (not including boarding)	250 gal/practitioner/shift
Veterinary hospitals, kennels, animal boarding facilities	20 gal/pen, cage, kennel or stall
Hospitals, medical	300 gal/bed
Hospitals, mental	150 gal/bed
Convalescent, nursing, rest homes without laundry facilities	60 gal/bed
Convalescent, nursing, rest homes with laundry facilities	120 gal/bed
Residential care facilities	60 gal/person

Establishment Type	Daily Flow Rate
Parks, Recreation, Camp Grounds, R-V Parks and other Outdoor Activity Facilities	
Campgrounds with comfort station, without water or sewer hookups	75 gal/campsite
Campgrounds with water and sewer hookups	100 gal/campsite
Campground dump station facility	50 gal/space
Construction, hunting or work camps with flush toilets	60 gal/person
Construction, hunting or work camps with chemical or portable toilets	40 gal/person
Parks with restroom facilities	250 gal/plumbing fixture
Summer camps without food preparation or laundry facilities	30 gal/person
Summer camps with food preparation and laundry facilities	60 gal/person
Swimming pools, bathhouses and spas	10 gal/person
Public access restrooms	325 gal/plumbing fixture
Schools, Pre-school and Day Care	
Day care and preschool facilities	25 gal/person (child & employee)
Schools with cafeteria, gym and showers	15 gal/student
Schools with cafeteria	12 gal/student
Schools without cafeteria, gym or showers	10 gal/student
Boarding schools	60 gal/person (student & employee)
Service Stations and Car Wash Facilities	
Service stations, gas stations	250 gal/plumbing fixture
Car wash facilities	1200 gal/bay
Sports Centers	
Bowling center	50 gal/lane
Fitness, exercise, karate or dance center	50 gal/100 sq. ft.
Tennis, racquet ball	50 gal/court
Gymnasium	50 gal/100 sq. ft.
Golf course with only minimal food service	250 gal/plumbing fixture
Country clubs	60 gal/member or patron
Mini golf, putt-putt	250 gal/plumbing fixture
Go-kart, motocross	250 gal/plumbing fixture
Batting cages, driving ranges	250 gal/plumbing fixture
Marinas without bathhouse	10 gal/slip
Marinas with bathhouse	30 gal/slip
Video game arcades, pool halls	250 gal/plumbing fixture
Stadiums, auditoriums, theaters, community centers	5 gal/seat
Stores, Shopping Centers, Malls and Flea Markets	
Auto, boat, recreational vehicle dealerships/showrooms with restrooms	125 gal/plumbing fixture
Convenience stores, with food preparation	60 gal/100 sq. ft.
Convenience stores, without food preparation	250 gal/plumbing fixture
Flea markets	30 gal/stall
Shopping centers and malls with food service	130 gal/1000 sq. ft.
Stores and shopping centers without food service	100 gal/1000 sq. ft.
Transportation Terminals	
Air, bus, train, ferry, port and dock	5 gal/passenger

Source: North Carolina Administrative Code 02T.0114, January 1, 2007

Owner Information :

1. CGC Properties, L.L.C.
113 State Avenue
Suite 101
Clayton, North Carolina 27520
2. Powhatan Road Limited Partnership
Post Office Box 327
Clayton, North Carolina 27528
(919) 553 – 7904 (office)
(919) 553 – 3706 (fax)

**TOWN OF CLAYTON
RESOLUTION GRANTING WASTEWATER TREATMENT CAPACITY
FOR GORDON PARK SUBDIVISION**

WHEREAS, the Town of Clayton operates a wastewater treatment plant known and permitted as the "Little Creek Water Reclamation Facility"; and,

WHEREAS, said facility is permitted to treat a maximum average of 2.5 million gallons daily; and,

WHEREAS, the Town of Clayton holds several interlocal agreements which secure additional wastewater treatment capacity from other available sources; and,

WHEREAS, the North Carolina Department of Environment and Natural Resources (NCDENR) regulates, reviews, and permits flow tributary to newly extended or installed wastewater treatment collection facilities tributary to the Town of Clayton system; and,

WHEREAS, flow from sanitary sewer customers tributary to existing lines owned and operated as part of the Town of Clayton is bound to abide by the permitted average daily flow at the Little Creek Water Reclamation Facility in conjunction with other available sources and consistent with interlocal agreements regarding wastewater treatment.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON that the following is found:

1. The Town of Clayton has, according to the most recent accounting, sufficient excess and unallocated treatment capacity to approve additional allocation.
2. Such available capacity may be made available to users in accordance with regulatory and legal parameters established to ensure satisfactory treatment plant operation.
3. An allocation for wastewater treatment capacity is granted in the amount of 44,250 GPD to Dalton Engineering as outlined in allocation request from Valor Engineering; **herewith attached**.
4. Said allocation is approved subject to and conditioned upon review and approval of all required regulatory processes.
5. Said allocation is non transferable, non assignable, and made for the projects as described and for the noted location unless explicitly approved by the Town of Clayton.

6. Said allocation may be revoked or reclaimed in accordance with the policies of the Town of Clayton as adopted or amended now or in the future. No property right is conferred with the granting of an allocation except as otherwise explicitly allowed by policy, ordinance, or action of the Town of Clayton.
7. Said allocation is subject to payment of applicable fees in accordance with adopted ordinances, policies, and fee schedules of the Town of Clayton.

Duly resolved by the Clayton Town Council this 5th day of June, 2017 while in regular session.

Jody L. McLeod
Mayor

Kimberly A. Moffett, CMC, NCCMC
Town Clerk



Extraterritorial Jurisdiction Extension Limits Concord Draft 1

Map date: 02/28/2017

Legend

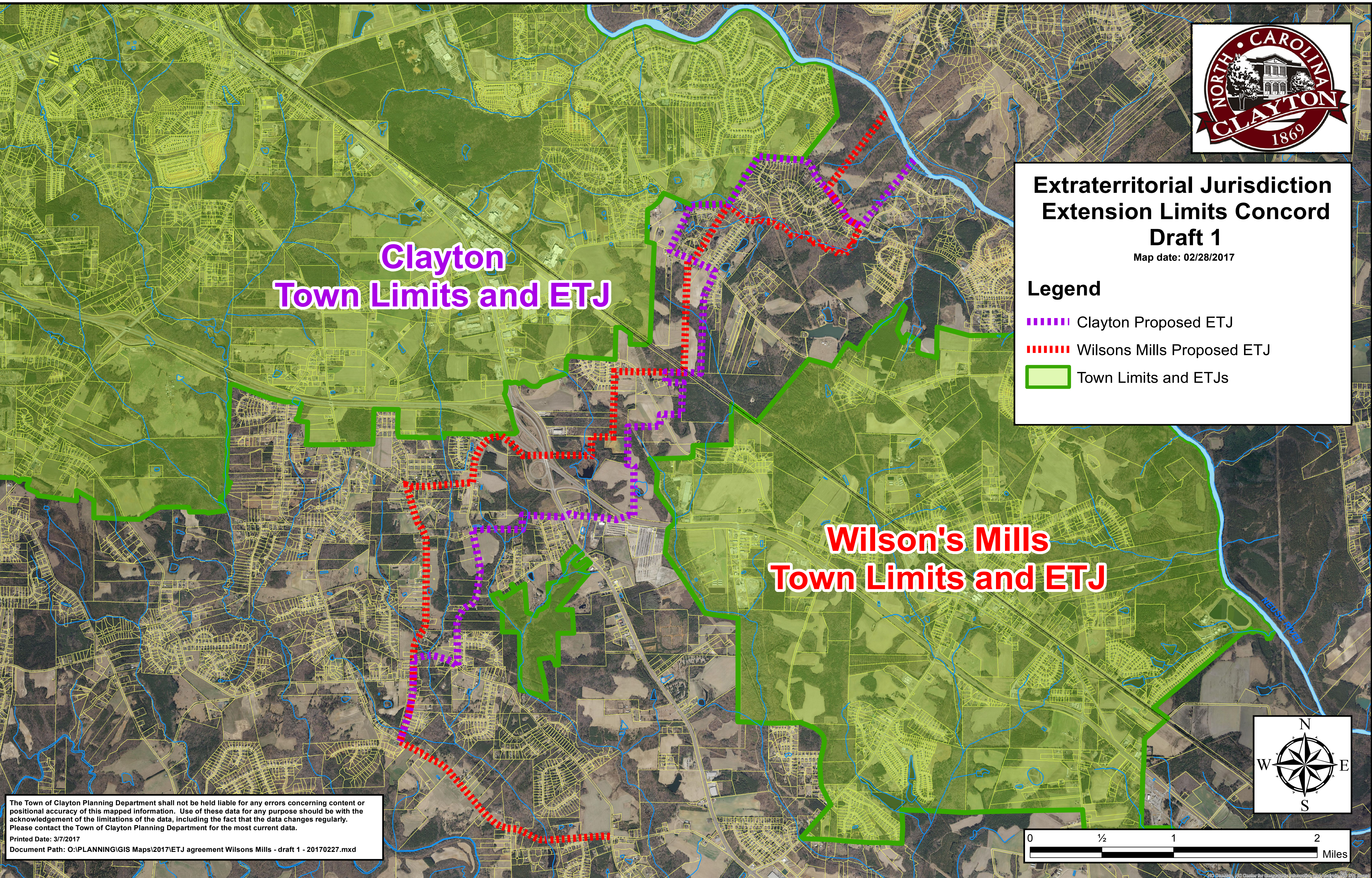
- Clayton Proposed ETJ
- Wilsons Mills Proposed ETJ
- Town Limits and ETJs

Clayton
Town Limits and ETJ

Wilson's Mills
Town Limits and ETJ



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.
Printed Date: 3/7/2017
Document Path: O:\PLANNING\GIS Maps\2017\ETJ agreement Wilsons Mills - draft 1 - 20170227.mxd





Town Council Agenda Cover Sheet

Meeting Date

June 5, 2017

Agenda Location

Administrative Items

Item Title

Warranty Acceptance - Bristol @ Cobblestone, Phase 2

Presenter (Name & Title)

Chris Rowland, Construction Project Administrator

Summary/Description

Warranty acceptance request for public water, sewer, associated storm drainage utilities, all related utility easements and the asphalt pavement for Bristol @ Cobblestone, Phase 2. Upon expiration of said warranty, a final inspection prior to final acceptance.

Requested Action

Place on Consent Agenda

Additional Documents To Be Included in Agenda Packet

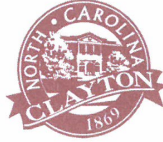
Memorandum

TOWN OF CLAYTON OPERATIONS CENTER

"SERVICE"

ELECTRIC SERVICE
(919) 553-1530

VEHICLE MAINTENANCE
(919) 553-1530



"ENVIRONMENT"

PUBLIC WORKS
(919) 553-1530

WATER RECLAMATION
(919) 553-1535

MEMORANDUM

To: Kimberly Moffett, Town Clerk

From: Chris Rowland, Construction Project Administrator 

Copy: Para Smith, Development Services Coordinator
Danny Blackburn, Blackburn Consulting

Date: May 25, 2017

Subject: Bristol @ Cobblestone, Phase 2

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



Town Council Agenda Cover Sheet

Meeting Date

June 5, 2017

Agenda Location

Administrative Items

Item Title

Final Warranty Acceptance - Pine Hollow Commons Commercial Subdivision

Presenter (Name & Title)

Chris Rowland, Construction Project Administrator

Summary/Description

Final warranty acceptance request for public water, sewer utilities and all pertinent easements for Pine Hollow Commons Commercial Subdivision.

Requested Action

Place on Consent Agenda

Additional Documents To Be Included in Agenda Packet

Memorandum

TOWN OF CLAYTON OPERATIONS CENTER

"SERVICE"

ELECTRIC SERVICE
(919) 553-1530

VEHICLE MAINTENANCE
(919) 553-1530



"ENVIRONMENT"

PUBLIC WORKS
(919) 553-1530

WATER RECLAMATION
(919) 553-1535

MEMORANDUM

To: Kimberly Moffett, Town Clerk

From: Chris Rowland, Construction Project Administrator *CR*

Copy: Steven Sanderson, Sanderson Engineering
Para Smith, Development Services Coordinator

Date: May 30, 2017

Re: Pine Hollow Commons Commercial Subdivision

Please place a final acceptance request for the subject public water and sewer utilities, along with all pertinent easements on the next available agenda. A final inspection was performed with all identified items satisfactorily completed. Following Council acceptance, the Town will assume all operation and maintenance duties.



Town Council Agenda Cover Sheet

Meeting Date

June 5, 2017

Agenda Location

Public Hearings

Item Title

Rezoning: 2017-53-RZ - 9257 US Hwy 70 Business

Presenter

Planning Department

Summary/Description

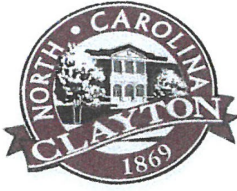
Rezoning request at the Nick's Flippin Kids building located at 9257 US Hwy 70 Business from Highway Business-Special Use District (B-3-SUD) to Highway Business (B-3).

Requested Action

Approval of Rezoning

Additional Documents To Be Included in Agenda Packet

- 1) Staff Report Maps
- 2) Application
- 3) Neighborhood Meeting Materials
- 4) Public Notice
- 5) Motion Form
- 6) Ordinance



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

REZONING APPLICATION

Pursuant to Article 7, Section 155.704 of the Unified Development Code, an owner of land within the jurisdiction of the Town (or a duly authorized agent) may petition the Town Council to amend the Official Zoning Map.

Application Fees: **Standard Rezoning Fee: \$500.00**
Rezoning to Planned Development District Fee: \$1,000.00 + \$5.00 acre
Advertisement Fee: \$100.00
All fees are due when the application is submitted.

Note on Planned Developments: Requests to rezone to a Planned Development District must be accompanied by a Master Plan submittal. Master Plans are approved as Preliminary Subdivision Plats – please submit a concurrent Preliminary Subdivision Plat application and Master Plan.

SITE INFORMATION

Name of Project: MOORING CAPITAL FUND LLC Acreage of Property: 8.07ACRES
County Tag Number: 05104017 NC PIN: 166800-84-0769
Address/Location: 9257 US HWY 70 BUS CLAYTON NC 27520
Existing Zoning District: B-3 SUD
Proposed Zoning District: B-3

APPLICANT INFORMATION

Applicant: ALSEY J. GILBERT
Mailing Address: 442 1/2 EAST MAIN ST. CLAYTON NC 27520
Phone Number: 919-553-5104 Fax: 919-553-3663
Contact Person: ALSEY GILBERT
Email Address: alseygilbert@ymail.com

FOR OFFICE USE ONLY

Date Received:

APR 03 2017

Amount Paid:

\$600⁰⁰

File Number:

2017-53-PZ

RECEIVED
APR 03 2017
TOWN OF CLAYTON
PLANNING DEPARTMENT

Page 1 of 10

PROPERTY OWNER INFORMATION

Name: Mooring Capital Fund LLC

Mailing Address: 8609 Westwood Center Drive Suite 450 Vienna Va. 22182

Phone Number: 703-917-4489

Fax: 703-923-8917

Email Address: amiller@mooringfinancial.com

EXPLANATION OF PROJECT

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

Provide a multi tenant platform for building. Centered around family based projects. ie: Nicks Flipping Kids, Edge soccer and to utilize the existing offices located on second floor. It is the hopes this facility will be and continue to be a training and family center.

REQUIRED INFORMATION (to be submitted with the application)

The following items must accompany a Rezoning application.

To be completed by the applicant:			For staff use only:		
Submit 9 copies of all materials unless otherwise noted or directed by staff	Yes	N/A	Yes	No	N/A
1. A pre-application conference was held with Town of Clayton staff. Date: <u>3/27/2017</u>	☒	☐			
2. Review Fee (\$500 for standard rezoning OR \$1,000 + \$5.00/acre for Planned Developments) and Advertisement Fee (\$100)	☒				
3. Completed application	☒				
4. Owner's Consent Form <i>Required if applicant is not property owner.</i>	☒	☐			
5. A signed and sealed boundary survey (not more than a year old unless otherwise approved by the Planning Department).	☒				
6. If property to be rezoned is a <u>portion</u> of a parcel:					
- Property legal description typed (10 pt. font or greater, and also submitted electronically in MS Word format.)	☐	☒			
- Plat showing property to be rezoned, matching legal description.	☐	☒			
7. Adjacent property owners list	☒	☐			
8. Neighborhood meeting notice letter (1 copy) <i>See sample letter and meeting requirements included in this packet</i>	☒				
9. Neighborhood meeting summary form (1 copy) <i>Included in this packet</i>			Must be submitted after neighborhood meeting is held and at least 10 days prior to Planning Board meeting.		
10. Stamped, addressed, empty envelopes with no return address, using the adjacent property owner list (1 set) <i>This for a public notice of the public hearing mailed by the Town – thus, neighbors will receive both a neighborhood meeting letter from the applicant, and a notice of the hearing from the Town.</i>	☒				

APPROVAL CRITERIA

All applications for a Rezoning must address the following findings:

1. Consistency with the adopted plans of the Town.
Property will be consistent with the Town of Clayton zoning. The use along US 70 is consistent with the B-3 zoning. All uses with the exception of the property across the highway which is I2 are already zoned B-3 or B-3 SUD

2. Suitability of the subject property for uses permitted by the current vs. the proposed district.
Uses currently in the project comply with the current and proposed. The High Bay warehouse are compatible in the B-3 zoning district and is a unique item outside of an industrial zoning.
The building is a fine fit the indoor entertainment and training facilities plus the offices located on the 2nd floor.

3. Whether the proposed change tends to improve the balance of uses, or meets specific demand in the Town.
Our purpose is to remove the SUD from the B3 zoning as the building has moved from a single tenant to a multi-tenant platform. At the time the zoning was granted the building was located on the outer edge of Town, but now has a unique chance to be a hub within the Town of Clayton for training kids and a meeting area with Town.

4. The capacity of adequate public facilities and services including schools, roads, recreation facilities, wastewater treatment, potable water supply and stormwater drainage facilities is available for the proposed use.
Building has existing turn lanes and stormwater drainage which should remain intact with no additional impacts.

5. It has been determined that the legal purposes for which zoning exists are not violated.
All existing and new uses must comply with Town of Clayton Zoning.

6. It has been determined that there will be no adverse effect upon adjoining property owners unless such effect can be justified by the overwhelming public good or welfare.
Project will be in harmony with the adjacent B-3 uses.

7. It has been determined that no one property owner or small group of property owners will benefit materially from the change to the detriment of the general public.
No one owner will benefit from the change, just allows the use of the building to a multi tenant platform.

APPLICANT AFFIDAVIT

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

Alsey J. Giblert

Print Name



Signature of Applicant

4/3/17

Date



**TOWN OF CLAYTON
Planning Department**

111 E. Second Street, Clayton, NC 27520

P.O. Box 879, Clayton, NC 27528

Phone: 919-553-5002

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: Mooring Capital Property **Address or PIN #:** 9257 W HWY 70, Clayton, NC

AGENT/APPLICANT INFORMATION:

Alsey Gilbert
(Name - type, print clearly)

442 1/2 EAST MAIN ST
(Address)
CLAYTON NC 27520
(City, State, Zip)

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

Rezoning Application

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:

Mooring Capital Fund, LLC - Liz Ulrich
(Name - type, print clearly)

8609 Westwood Center Drive, Suite 450
(Address)

Liz Ulrich
(Owner's Signature) VP, Asset Management

Vienna, VA 22182
(City, State, Zip)

STATE OF Virginia
COUNTY OF Fairfax

Sworn and subscribed before me Austin Porter Miller, a Notary Public for the above State and County, this the 30th day of March, 2017.

SEAL

Austin Porter Miller
Notary Public
My Commission
Expires:

August 31, 2020





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

Planning Board
April 24, 2017

STAFF REPORT

Application Number: 2017-53-RZ
Project Name: 9257 US HWY 70 Rezoning

NC PIN / Tag #: 166800-84-0769 / 05I04017
Town Limits/ETJ: Town Limits
Overlay: Special Use District, Thoroughfare Overlay District
Applicant: Alsey Gilbert
Owner: Mooring Capital Fund, LLC
Location: 9257 US HWY 70

Public Noticing:

- Neighborhood meeting April 20, 2017
- Signs Posted prior to April 13, 2017
- Letters mailed prior to May 25, 2017
- Newspaper ad published April 24, 2017 and April 31, 2017

REQUEST: Request to rezone the parcel from Highway Business-Special Use District (B-3-SUD) to Highway Business (B-3).

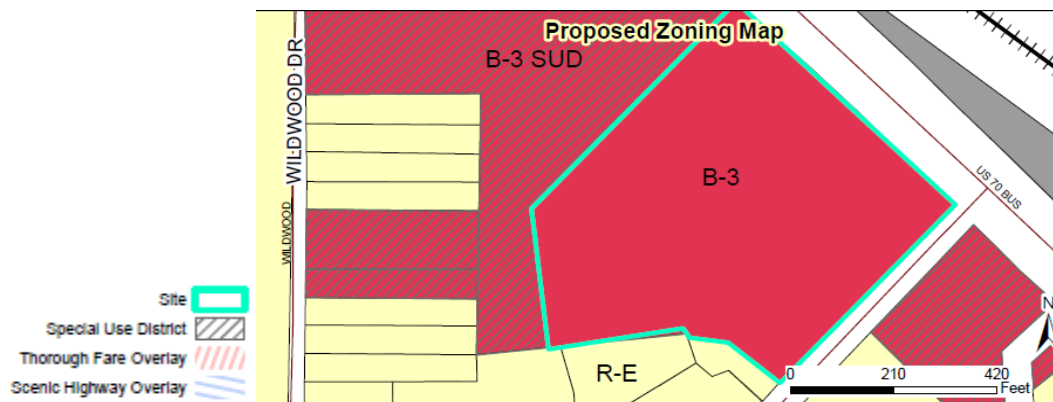


SITE DATA:

Acreage: 8.33 acres
Existing Uses: Indoor Entertainment and Warehousing

ADJACENT ZONING AND LAND USES:

Direction	Zoning	Existing Use
North	Industrial-Heavy (I-2)	Vacant
South	Residential Estate (R-E)	Single-family residential
East	Highway Business SUD (B-3 SUD), Industrial-Heavy (I-2)	Commercial & Vacant
West	Highway Business SUD (B-3 SUD)	Vacant & Single –family residential

**STAFF ANALYSIS AND COMMENTARY:****Overview**

The applicant is requesting to rezone the subject parcel from Highway Business-Special Use District (B-3-SUD) to Highway Business (B-3), in order to remove the Special Use District designation from the property. Special Use Districts require all potential uses to go through the special use process in order to operate, regardless of what the base zoning district permits. Nick's Flippin Kids (30,000 square feet) and IGT Technology Warehousing (40,000 square feet) currently occupy the building. The remaining 40,000 square feet of the building is currently vacant.

Compatibility with Surrounding Land Uses

The proposed zoning change is to remove the special use district designation from the parcel, but the base zoning district of B-3 will remain. Therefore, the proposed zoning change does not affect the compatibility with the surrounding land uses.

Consistency with the 2040 Comprehensive Plan

The proposed zoning change is generally consistent with the Comprehensive Plan 2040.

CONSIDERATIONS:

- Rezoning is decided by the Town Council. The Planning Board shall make a recommendation to the Town Council.
- When adopting or rejecting the rezoning, the Town Council shall approve a statement describing whether its action is consistent with adopted plans and/or policies of the Town and explaining why the Council considers the action taken to be reasonable and in the public interest.
- If approved, this rezoning will result in a modification to amend the official zoning map for The Town of Clayton.

APPROVAL CRITERIA:

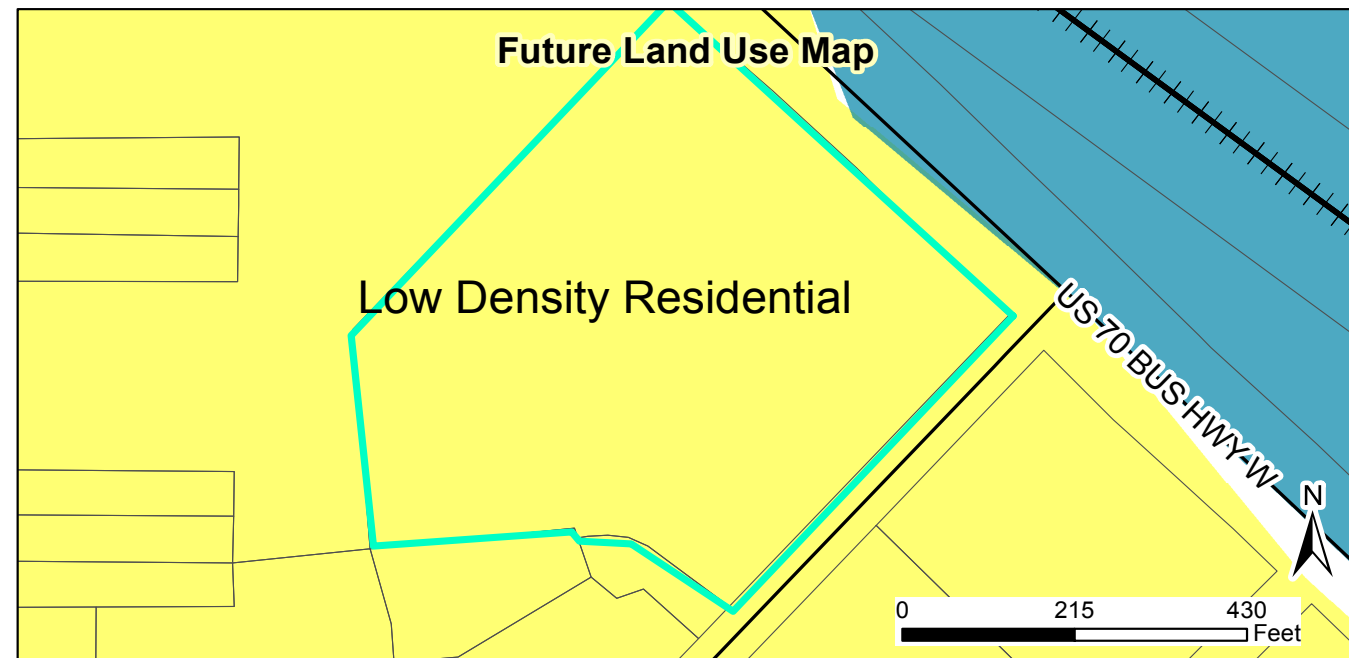
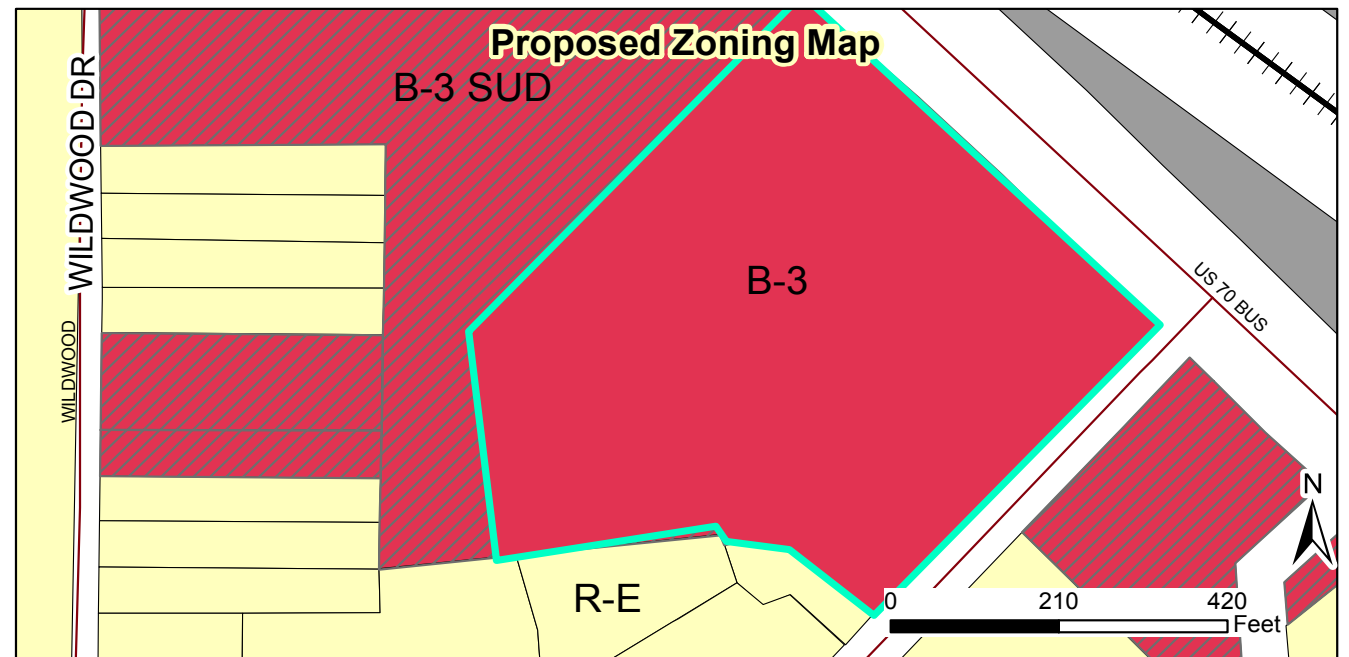
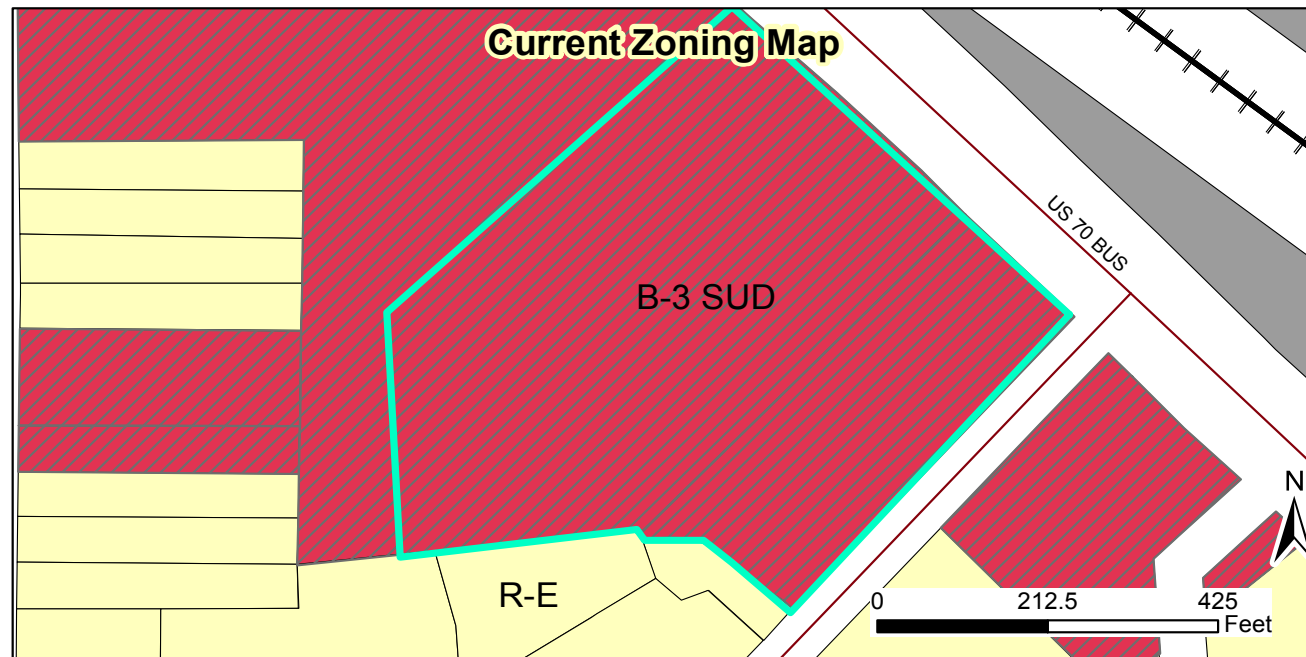
The applicant has addressed the Rezoning Approval Criteria outlined in §155.704. The applicant's responses are incorporated as an attachment to the Staff Report.

STAFF RECOMMENDATION:

Staff is recommending approval of the rezoning of the subject parcel.

ATTACHMENTS:

- 1) Staff Report Maps
- 2) Application
- 3) Neighborhood Meeting Materials



2017-53-RZ 9257 US HWY 70 Rezoning
Request: To rezone subject parcel from B-3 SUD to B-3
 Applicant: Alsey Gilbert
 Property Owners: Mooring Capital Fund, LLC
 Parcel ID: 166800-84-0769
 Tag #: 05104017



- Parcels
- All_Roads
- Special Use District
- Scenic Highway Overlay
- Roads
- Railroads



Document Path: O:\PLANNING\REZONING\Rezoning\2017\2017-53-RZ 9257 US Hwy 70 Bus W - Mooring Capital Fund\Map\StaffReportMap- 2017-53-RZ 9257 US HWY 70 Rezoning.mxd

ADJACENT PROPERTY OWNERS LIST

Project Name: Mooring Capital Fund LLC

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

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

[illegible]

Alsey J. Gilbert PLS

442 ½ East Main Street
Clayton N.C. 27520
Email:alseygilbert@ymail.com
Phone 919-553-5104
Fax: 919-553-3663

Dear Neighbors,

A neighborhood meeting will be held on Wednesday, April 20th 2017 at 6:00 to discuss changing the zoning on the existing Mooring Capital Building (formerly Ashley furniture) from B-3sud to B-3. Please feel free to attend.



Alsey J. Gilbert PLS 3701

PUBLIC NOTICE

In accordance with NC GS 160A-384, the Clayton Town Council will hold a public hearing on Monday, June 5, 2017, at 6:30 PM at Town Hall, 111 East Second Street, to consider rezoning request 2017-53-RZ 9257 US HWY 70 Rezoning. Parcel number 166800-84-0769. The request is to rezone the property from Highway-Business Special Use District (B-3 SUD) to Highway-Business (B-3).

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

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

Haley Hogg, Planner
919-553-5002

The Clayton News Star

Please advertise on the following dates:

May 24, 2017

May 31, 2017

Affidavit of publication required.

TOWN OF CLAYTON
REZONING AMENDMENT
CONSISTENCY AND REASONABLENESS STATEMENT

2017-53-RZ
9257 Us Hwy 70 Bus West rezoning

The Town Council of the Town of Clayton hereby states:

Section 1: The above referenced zoning amendment IS CONSISTENT with:

The Town of Clayton's Comprehensive Plan, specifically:

- LU1.1 – Encourage development that is consistent with the Future Land Use Map
- LU1.3 – Encourage nonresidential land uses to support Neighborhood and Community Centers.

Section 2: Based upon information presented at the public hearings and by the applicant, and based upon the recommendations and detailed information developed by staff and the Planning Board contained in the staff report, and considering the criteria applicable sections of the Unified Development Code of the Town of Clayton, specifically **(insert specifics to case)**

That the proposed rezoning removes the special use district overlay and will allow the subject property to better function as a Highway Business (B-3) parcel, which is its current use.

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

**Town of Clayton
Town Council
Zoning Ordinance Amendment Motion Sheet
(Rezoning or Text Amendment)**

After considering the recommendations of the Planning Board and Planning Director, I move to **[approve OR deny] 2017-53-RZ**

[IF APPROVING]

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

**MOTION FORM
ITEM 5A
2017-53-RZ**

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

WHEREAS a petition has been filed with the Town Council of the Town of Clayton requesting an amendment to the Zoning Ordinance and Zoning Map of the Town of Clayton to include in the Highway Business (B-3) zone the property described below, said property formerly being zoned Highway Business Special Use District (B-3 SUD); and

WHEREAS said property is owned by the Mooring Capital Fund LLC; and

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

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

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

WHEREAS the said public hearing was actually conducted at 6:30 p.m. on June 5, 2017, wherein a reasonable opportunity was given to all those in attendance to speak either in favor or against the said change or to make relevant comments;

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

SECTION 1. That the Unified Development Code of the Town of Clayton is hereby amended to include in the Highway Business zone the following described property:

General Description:

19257 US Highway 70 Business, Clayton, NC

Specific Description:

NC Parcel Identification Numbers: 166800-84-0769

SECTION 2. That the official Town of Clayton Zoning Map is hereby amended to include in the Highway Business zone the above-described property and will be so marked.

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

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

Duly adopted by the Clayton Town Council this 5th day of June 2017, while in regular session.

Jody McLeod
Mayor

ATTEST:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk

**Resolution Authorizing Private Sale
of 231 E. Second Street, Clayton, NC**

WHEREAS, the Town is the owner of certain property known as 231 E. Second Street, Clayton, North Carolina, which is approximately .178 acres and has certain permanent improvements situated thereon consisting of a 2-story town hall building, and which property is commonly known as the "Old Town Hall" (hereinafter referred to as the "Property"); and

WHEREAS, North Carolina General Statute § 160A-266 authorizes the sale of real property by private negotiation where (i) the real or is significant for its architectural, archaeological, artistic, cultural or historical associations, or significant for its relationship to other property significant for architectural, archaeological, artistic, cultural or historical associations, and (ii) real property is sold to a nonprofit corporation whose purposes include the preservation or conservation of real properties of architectural, archaeological, artistic, cultural, historical, natural or scenic significance; and (iii) where a preservation agreement or conservation agreement as defined in G.S. 121-35 is placed in the deed conveying said property from the city to the nonprofit corporation; and

WHEREAS, in 2010 the North Carolina State Historic Preservation Office nominated the Clayton Historic District to be entered in the National Register of Historic Places by the United States Department of the Interior and the Clayton Historic District was so entered; and

WHEREAS, the Property is identified as a contributing structure in the inventory list for the Clayton Historic District; and

WHEREAS, the North Carolina General Assembly has enacted the Conservation and Historic Preservation Agreements Act validating restrictions, easements, covenants, and conditions appropriate to the preservation of a structure or site historically significant for its architecture and historical association; and

WHEREAS, the Town formed the Clayton Downtown Development Association, Inc., a North Carolina non-profit corporation (hereinafter referred to as the "**Association**"), to protect historic structures to ensure that they are preserved and maintained for the benefit of future generations; and

WHEREAS, the Town Council is convened in a regular meeting.

Therefore, the Town Council for the Town of Clayton resolves that:

1. The appropriate town officials, to include but not limited to the Planning Director, are authorized to negotiate the private sale of the real property at 231 E. Second Street, Clayton, NC to the Clayton Downtown Development Association, Inc. in accordance with North Carolina General Statute § 160A-266.
2. The Town Clerk is directed to public a notice summarizing the contents of the resolution in accordance with North Carolina General Statute § 160A-267.

Duly adopted this the 5th day of June, 2017 while in regular session.

Jody McLeod
Mayor

ATTEST:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk

PUBLIC NOTICE

In accordance with NCGS 160A-266, the Clayton Town Council adopted on June 5, 2017 Resolution #2017-19 authorizing town officials to negotiate the private sale of real property located at 231 E. Second Street, Clayton, NC to the Clayton Downtown Development Association, Inc. Said property is approximately .178 acres and has a 2-story building on same commonly known as "Old Town Hall". In accordance with NCGS 160A-267, this notice summarizes the contents of Resolution #2017-19.

To Be Published – Sunday – June 11, 2017

Clayton News Star



Town Council Agenda Cover Sheet

Meeting Date

June 5, 2017

Agenda Location

New Business

Item Title

Johnston County & Town of Clayton - Claytex Fire Services Contract

Presenter (Name & Title)

Lee Barbee, Fire Chief

Summary/Description

Chief Barbee will present the 2017 Fire Services Agreement. This agreement has no changes and is updated every two years.

Requested Action

Place on Consent Agenda

Additional Documents To Be Included in Agenda Packet

2017 Agreement

JOHNSTON COUNTY EMERGENCY SERVICES

Post Office Box 530, 120 South Third Street
Smithfield, NC 27577
(919) 989-5050
(919) 989-5052 (Fax)



April 20, 2017

CERTIFIED MAIL

Clayton Fire Department – Town of Clayton
325 W. Horne Street
Clayton, NC 27520

Dear Chief Barbee:

We have made necessary revisions to our current fire services contract to most appropriately reflect the current conditions and needs. Our current contract expires on June 30, 2017. The proposed changes were discussed at the Chiefs meeting held on April 13, 2017. **The current contract will expire on June 30, 2017, coinciding with the execution of this new contract.**

Enclosed, you will find two copies of your 2017 fire contract for your department's approval signatures. Please examine this document and notify me immediately if there are any questions or discrepancies. The following actions are required of your agency

1. Sign Page 7 of the contract document as designated for approval (two signatures)
2. **Examine the appendices to be sure that they are correct and accurate for the voluntary services that your department provides.**
3. **Return the signed documents to our office by July 31, 2017.**

Once approved with all signatures, one of the original signed documents will be returned to you. Again, if you have any questions, please do not hesitate to call me.

Sincerely,

Adam R. Stanley
Fire Marshal

Enclosures

**NORTH CAROLINA
JOHNSTON COUNTY**

INTERLOCAL AGREEMENT FOR PROVISION OF FIRE PROTECTION SERVICES

This Agreement (sometimes referred to as "Contract"), made and entered into this the first day of July, 2017, by and between County of Johnston, a political subdivision of the State of North Carolina, hereinafter referred to as the "County," and the Town of Clayton, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "Town";

WHEREAS, the Town and the County are authorized pursuant to N.C. General Statute § 160A-460, *et seq.*, to enter into an interlocal agreement; and

WHEREAS, the Town and the County wish to enter into such an agreement by which the County will assess and collect a special fire tax and the Town will provide certain fire protection services as described herein.

Now therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the parties hereto contract and agree as follows:

- 1) The County agrees that it will cause to be assessed or levied a special fire tax within statutory limits after consultation with the Town; and will collect said fire tax on an ad valorem basis on property within the Claytex Fire Protection Service District (hereinafter the "District").
- 2) The Town, after consultation with the Fire District Tax Commission for the District, shall submit in writing to the Johnston County Manager a proposed budget and the requested rate of fire tax to be levied by the established deadline each year. This request shall be forwarded to the Johnston County Board of Commissioners for consideration by the Johnston County Board of Commissioners. The Johnston County Board of Commissioners will determine and approve, in its discretion, the amount to be assessed or levied, taking into consideration the needs of the citizens of the District and the budget projections submitted by the Town and the recommendations of the Fire District Tax Commission.
- 3) "Fire Department" as used herein refers to the Town, acting by and through its Fire Department.
- 4) Funds collected by the County as a result of said special fire tax shall be distributed in accordance with the rate of fire tax levied per hundred dollars valuation of all real property and personal property in the District and the provisions established by the Johnston County Finance Office.
- 5) Fire Protection Service District (N.C. General Statute 153A-301) funds levied and collected by the County and paid to the Fire Department by the County shall be used exclusively for fire department operations to provide fire protection and emergency services in the District, whether within or outside the Town's corporate boundaries, and other areas of response as dispatched and to meet the standards established by this Agreement.

- 6) The Fire Department will furnish fire protection and related emergency services pursuant to the standards set forth by the North Carolina Department of Insurance, County, and all other pertinent federal, state, and local laws and regulations within the Fire District (sometimes referred to herein as "primary service area") and shall provide the necessary equipment, personnel, and those things necessary for furnishing such protection in the District. The District is defined in the map of the Fire Protection Service District on record with the Clerk to the Johnston County Board of Commissioners and in the GIS/Land Records Management of Johnston County. The services shall be in accordance with minimum standards set forth in this Agreement and all future amendments adopted in accordance with paragraph 18 of this Agreement. The Fire Department shall furnish said fire protection without charge to all persons and property located in the District in an efficient and workmanlike manner. This provision shall not prohibit the Fire Department from recouping costs and expenses from incidents or from entering into contracts with the Federal, State, or local governments or utility companies for the provision of emergency protection services for a fee, or from applying for and/or receiving any donations, grants, or contributions of any kind, whether governmental or private.
- 7) Fire Department agrees that County has the right to inspect all books and accounts of Fire Department at any time. Said inspection shall be conducted by the Johnston County Board of Commissioners through the Johnston County Fire Marshal, the Johnston County Finance Officer, or other designees of the Johnston County Board of Commissioners. The Fire Department shall furnish all applicable materials and financial statements for the purpose of the annual audit conducted by the Town in conformity with General Accepted Accounting Principles or other comprehensive basis of accounting. The Town shall follow the applicable statutory procedures for letting of public contracts for fire apparatus, equipment, and construction as may be amended by the North Carolina Legislature from time to time. Fire Department shall maintain an accurate inventory of any property with a purchase price of \$5,000.00 or greater purchased in whole or in part with County Fire District funds for the purpose of providing and furnishing fire protection services to the Fire District pursuant to this Agreement.
- 8) If any condition of this Agreement is not being fulfilled by Fire Department to the satisfaction of County, in County's sole discretion, the Johnston County Finance Officer has the right to withhold any and all funds to be paid to Fire Department under this Agreement at any time and until such time as the Fire Department complies with the terms of this Agreement. If Fire Department refuses or fails to provide fire protection services, facilities, or functions as contemplated under this Agreement and to the sole satisfaction of County, the Johnston County Fire Marshal shall investigate the cause of said refusal or failure. During the investigation by the Johnston County Fire Marshal, County may withhold any and all funds due and payable to Fire Department. If the investigation by the Johnston County Fire Marshal determines that Fire Department has refused or failed to perform the duties and obligations of it as required herein, and certifies the results of the investigation to the County Manager, the County Manager may instruct the Finance Officer to withhold any and all funds to be paid to Fire Department under this Agreement until a resolution regarding the refusal or failure to perform is reached by the parties. If a resolution is unable to be reached by the parties, County, in its sole discretion, may withhold any and all funds to be paid to Fire Department under this Agreement, terminate this Agreement for cause, or take any other such action as County deems

necessary to protect the citizens of the District. Fire Department's failure to file reports required of it to any Federal, State, or local authority shall be grounds for County to terminate this Agreement with Fire Department for cause. If this Agreement is terminated by County for cause, Fire Department shall be liable to County for any and all funds appropriated and paid to Fire Department during the fiscal year in which the termination occurs. Additionally, Fire Department shall not be relieved of its obligations to County under paragraph (7) of this Agreement. Nothing herein shall affect Fire Department's ultimate rights to payments, or County's responsibility for payments, as outlined herein for services actually rendered by Fire Department prior to the effective date of any termination. Nothing herein shall prevent County and Fire Department, in the event of a termination of this Agreement for any reason, from entering into an agreement to provide services beyond the effective date of any such termination.

- 9) The Fire Department shall obtain and keep in force during the term of this contract the following minimum insurance coverage:
 - a. Worker's Compensation: Coverage for all paid and volunteer workers meeting the statutory requirements of the State of North Carolina;
 - b. Comprehensive General Liability, Malpractice, and Errors and Omissions: Coverage with minimum limits of \$1,000,000.00 per occurrence, \$1,000,000.00 aggregate combined single minimum for bodily injury liability and property damage liability;
 - c. Business Auto Policy: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired, and non-owned vehicles and employee non-ownership.
 - d. Management or Directors and Officers Liability: Coverage with minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.
 - e. Umbrella Liability: Coverage with a minimum limit of \$1,000,000.00 with underlying coverage of auto liability, general liability, employer's liability, and \$1,000,000.00 aggregate.
 - f. County as an Additional Insured: County of Johnston shall be named as an additional insured on all policies of insurance required hereunder. Fire Department shall furnish County a certificate of insurance annually.
 - g. Indemnity Agreement: Fire Department shall and hereby agrees to indemnify and save harmless County, from any and all liability and expenses, including attorney's fees, court costs, and other costs incurred by County caused by the negligent acts or omissions of Fire Department, its volunteers, agents and employees.
 - h. Nothing contained herein shall be construed as a waiver of immunity by the County.
- 10) The Fire Department shall provide services within the District (N.C. General Statute 153A-233) and maintain a minimum of a 9S/E rating or better with the North Carolina Department of Insurance, Office of State Fire Marshal. The Fire Department, shall continuously comply with all applicable laws, ordinances, and State regulations. Fire Department shall submit to the Johnston County Fire Marshal a written plan outlining how it will maintain or upgrade its current insurance rating when requested by the Johnston County Fire Marshal.

- 11) The Fire Department shall create and maintain an incident report for all emergency responses for a minimum of five (5) years. The County shall provide and maintain an incident reporting database for the Fire Department's use. The Fire Department shall submit incident reports electronically to their respective County in a timely manner, either through direct entry into the County database or by electronic transmission of incident reports to the County.
- 12) The Fire Department shall provide annually to the Johnston County Fire Marshal's Office a current and complete roster of members of the Fire Department to include contact numbers for the Chief and Assistant Chief(s).
- 13) The Fire Department agrees to provide automatic and mutual aid services to other emergency services providers in Johnston County. The Fire Department understands that other agencies will maintain their own liability policies and be responsible for their own expenses. The Fire Department further agrees that it will be responsible for its own expenses while responding to a request for mutual aid to another agency within the county. The current automatic aid agreement is included in Appendix A of this contract.

In areas where the fire district has been extended to six miles, the Fire Department agrees to maintain agreements with adjoining districts to respond with a minimum of one apparatus capable of transporting a minimum of 1,000 gallons of water to all alarms involving reported structure fires. This apparatus will be dispatched simultaneously with the department within whose district the incident occurs.

- 14) The following minimal performance standards are agreed upon by the County, Town, and the Fire Department and are part of this contract:
 - a. The Fire Department shall comply with the procedures for radio communications and established protocols for the dispatch of emergencies as defined by the Johnston County Communications Center Protocols.
 - b. The Fire Department officer in charge at all fire scenes shall attempt to determine the origin and cause of every fire. When the officer in charge cannot determine the origin and cause of the fire, or if the cause is suspected to be of an incendiary nature, the officer in charge should request assistance from the Johnston County Fire Marshal's Office.
 - c. The Fire Department shall keep all records on site for minimum period of five (5) years. All State and County required reports and rosters shall be submitted by the requested deadlines.
 - d. If pressurized fire hydrants are located within the fire district, the Fire Department shall adhere to the guidelines established by the Johnston County Public Utilities Department for the flowing of hydrants. The Fire Department shall immediately report any malfunctions or damage to hydrants to the entity owning the water system.
 - e. The Fire Department shall follow the Johnston County Emergency Operations Plan when responding to an emergency or disaster.

- f. During a declared State of Emergency affecting the County, the Fire Department shall assist, within the limits of its personnel and equipment and capabilities and with deference to its primary service area, to the extent possible with the following services: 1) Debris removal from roadways; 2) Traffic Control; 3) Alert and notification; 4) Search and rescue; 5) Evacuation; and 6) other life saving and property protection measures as necessary. Request for additional assistance outside the primary service area shall be directed to the Fire Chief or designee. All operations shall be in accordance with the Johnston County Emergency Operations Plan.
- g. The Fire Department should have a public fire/life safety education program or similar activities for, at a minimum, educating persons regarding life safety from fire.
- h. When determining the need and location of additional facilities (fire stations, etc.), the Fire Department shall participate in a planning process involving the County Fire Marshal which evaluates, at a minimum, the needs of the department, the effects on property owners, the effects on insurance grading, and the impacts on adjoining fire districts.
- i. Each Fire Department may elect to voluntarily participate in certain services. Each department that provides these services shall be contracted or franchised for the operation of such service, pursuant to the rules set forth by the Johnston County Board of Commissioners. If the Fire Department has chosen to participate in any of these programs, the agreements can be found as Appendices of this contract:

SERVICE	APPENDIX #
Medical Services	B
Rescue Services	C
Other Services	D

- 15) This agreement shall become effective the first day of July, 2017, and remain in effect for a period not to exceed two years, subject to the continued legal existence of the District and the Fire Department, and further subject to the termination provisions of paragraph 8 and 17 hereof.
- 16) This agreement may not be transferred or assigned by the Town, nor may the services contracted for herein be sub-contracted to other parties unless approved by the Johnston County Board of Commissioners.
- 17) This contract may be terminated by either party upon advance notification to the other party by certified mail at least sixty (60) days prior to termination.
- 18) Either party may propose an amendment to this agreement by submitting the amendment in writing at least sixty (60) days in advance of the amendment's proposed effective date. Amendments to this agreement must be approved by both the County and the Town prior to becoming effective.

- 19) If any part of this Contract is for any reason held invalid or unconstitutional by any court of competent jurisdiction, that part shall be deemed a separate, distinct and independent provision, and the holding shall not affect the validity of the remaining portions of this Contract.
- 20) This contract is not intended to serve for the benefit of any third party. The rights and obligations contained herein belong exclusively to the entities that are parties hereto and no third party shall rely upon anything contained herein as a benefit to that third party.
- 21) The terms and provisions herein contained constitute the entire agreement by and between the County and the Town and shall supersede all previous communications, representations, or agreements, either oral or written between the parties hereto with respect to the subject matter hereof.
- 22) **RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained in this contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever; or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Fire Department to the County that may arise under the law or under the terms of this Agreement.
- 23) Fire Department warrants and certifies that as of the effective date of this Contract, Fire Department is not identified on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. § 147-86.58. Fire Department further agrees in compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.58, Fire Department shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List. The person signing this Contract certifies that he or she is authorized by Fire Department to make the foregoing certification.
- 24) **NOTICES:** All notices or other communications which shall be made pursuant hereto shall be in writing and shall be deemed to be given and received (a) when hand delivered to the address stated below, (b) three (3) days after being mailed to the address stated below, postage prepaid by certified or registered mail of the United States, return receipt requested to the address set forth below:

TO FIRE DEPARTMENT: Town of Clayton Fire Department
Post Office Box 879
Clayton, NC 27520
Attn: Fire Chief

TO COUNTY: Johnston County Emergency Services
Post Office Box 530 (mail)
120 S. Third Street (physical)
Smithfield, North Carolina 27577
Attn: Johnston County Fire Marshal

With copy to:

County of Johnston
Post Office Box 1049 (mail)
Courthouse 206-B
207 E. Johnston Street (physical)
Smithfield, North Carolina 27577
Attn: County Attorney

- 25) Either party to this Contract may change its designated person or designated address at any time and from time to time by giving notice of such change to the other party in the manner set forth above.

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by the Chairman of the Board of County Commissioners and attested by the Clerk to the Board of County Commissioners, and Town of Clayton has caused this instrument to be signed in its name by its Mayor, attested by its Clerk, all by the authorization of their respective Boards duly given.

Johnston County Board of County Commissioners

By: _____
Chairman: Jeffrey P. Carver

Attest:

Clerk

Town of Clayton

By: _____
Mayor

Attest:

Clerk

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

By: _____
J. Chad McLamb, Finance Officer

AID AGREEMENT FOR FIRE PROTECTION

NORTH CAROLINA

JOHNSTON COUNTY

This Aid Agreement for Fire Protection ("Agreement") is made and entered into this the 1st day of November, 2014 by and between the Town of Benson, Town of Clayton, Town of Selma, Town of Smithfield, and Town of Zebulon, all municipal corporations and the 50-210 Community Fire Department, Inc., Antioch Fire Department, Incorporated, Archer Lodge Volunteer Fire Department, Inc., Bentonville Volunteer Fire Department, Inc., Bethany Rural Fire Department of Johnston County, Inc., Blackman's Crossroads Volunteer Fire Department, Inc., Brogden Rural Fire Department, Inc., Cleveland Fire Department, Incorporated, Corinth-Holder Volunteer Fire Department, Inc., Elevation Fire Department, Incorporated, Four Oaks Volunteer Fire Department, Inc., Garner Volunteer Fire/Rescue Incorporated, Kenly Volunteer Fire Department, Inc., Meadow Volunteer Fire Department, Inc., Micro Volunteer Fire Department, Inc., Nahunta Volunteer Fire Department, Inc., Newton Grove Fire & Rescue, Inc., Oakland Volunteer Fire Department, Inc., Pine Level Volunteer Fire Department, Inc., Princeton Volunteer Fire Department, Incorporated, Strickland Crossroads Fire Department, Incorporated, Thanksgiving Fire Department, Incorporated, West Johnston Fire Department, Incorporated, Wilson's Mills Fire and Rescue Department, all corporations existing under the laws of the State of North Carolina.

WITNESSETH:

THAT, WHEREAS, the General Assembly of North Carolina did enact into law an act to authorize mutual aid assistance between fire departments whereby full authority may be exercised for fire departments to send firefighters and apparatus beyond the territorial limits which they normally serve, said act having been codified as Section 58-83-1 of the General Statutes of North Carolina;

WHEREAS, the purpose of this agreement is to provide each of the parties hereto, through their mutual cooperation, a pre-determined plan by which each of them might render aid to the other in case of conflagration, holocaust, civil disorder, natural disaster, or other emergency, any of which demand fire services to a degree beyond the existing capabilities of either party;

AID AGREEMENT FOR FIRE PROTECTION

WHEREAS, it is deemed to be in the public interest for parties hereto to enter into an agreement for aid assistance in fire protection and in order to increase fire defenses and to assure proper fire control, as well as providing reserves needed to assure the community of adequate fire protection;

WHEREAS, by action of the governing bodies creating and supporting aforesaid fire departments, this agreement for mutual and reciprocal aid assistance was duly authorized;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and between and among the parties hereto, it is hereby agreed as follows:

- 1) Should it become necessary to activate the terms of this agreement as herein set forth, due to conflagration, holocaust, civil disorder, natural disaster, or other emergency, the Chief of either Fire Department shall have the implicit authority, upon notification of one of the parties to the other that such an emergency does, in fact, exist and that aid is needed, to order available apparatus, equipment and manpower into action to assist the requesting party as may be required.
- 2) It shall be the responsibility of the chief of the fire department of the responding party to ensure that all personnel responding to the request for assistance are responsible persons and that the conduct and actions of said personnel shall be the responsibility of the party sending assistance.
- 3) Each party to this agreement shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The party responding shall also assume all liability and responsibility for any damage caused by its own apparatus while responding to or returning from a specific location.
- 4) The party responding under the terms of this agreement shall assume no responsibility or liability for property damaged or destroyed at the actual scene of any disorder, holocaust, conflagration, natural disaster, or other emergency due to firefighter and rescue operations, fire control tactics and strategy or other operations as may be required or ordered; said liability and responsibility shall rest solely with the party requesting such aid and within whose boundaries the property shall exist, or the incident occur.
- 5) The party who requests aid shall in no way be deemed liable or responsible for the personal property of the members of the fire department of the responding party which may be lost, stolen or damaged while performing their duties under the response terms herein.

AID AGREEMENT FOR FIRE PROTECTION

- 6) Each party to this agreement shall assume all costs of salaries, wages, bonuses or other compensation for its own personnel that responds for duty under the terms of this agreement and shall assume all costs involving the use of apparatus, equipment, tools used specifically in response to the request for aid and shall make no charge for such use to the party requesting assistance; however, any special extinguishing agents used by the responding party from its own supply shall be paid for by the party requesting the aid upon receipt of an itemized statement of costs for such extinguishing agents.
- 7) Upon receipt of a request for assistance by the officer of the fire department from the requesting party, and upon a determination by the officer of the fire department of the responding party that the request be honored without impairing the capacity to provide fire protection within its own jurisdiction, the officer of the responding fire department may take such steps as necessary to furnish apparatus, manpower and assistance to the requesting party as he/she deems appropriate. Such response shall remain solely the decision of the officer of the fire department of the responding party. Neither party to this agreement shall be bound to dispatch apparatus, equipment or personnel to the assistance of the other but every effort should be made to furnish such assistance if, in the judgment of the officer of the fire department of either party, such dispatch would not impose upon his/her own respective community a serious impairment to the fire defenses and fire protection.
- 8) The fire chief, officer-in-charge, or incident commander of the fire department in whose community or fire district where the emergency exists shall in all instances be in command of the emergency as to the aspects of strategy, fire control tactics and overall direction of the operations.
- 9) Either party may, at any time, terminate this agreement, through its respective fire chief, upon the serving of a thirty-day written notice to the fire chief of the other party.
- 10) When fire department personnel are sent to respond to a request for aid pursuant to this agreement, the jurisdiction, authority, rights, privileges and immunities, including coverage under worker's compensation laws, which they have in their normal service area shall be also enjoyed by them outside their normal service area when said personnel are acting within the scope of their authority or in the course of their employment and pursuant to the terms of this agreement until

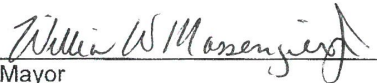
AID AGREEMENT FOR FIRE PROTECTION

completion of the entire incident, it being the intent of this agreement to preserve all authority, rights, privileges and immunities to the full extent allowed by N.C. Gen. Stat. § 58-83-1.

- 11) When any party contained in this agreement is providing automatic aid to another party, it is agreed to respond with a minimum of one piece of fire apparatus capable of carrying a minimum of 1,000 gallons of water.

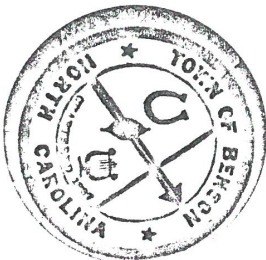
IN WITNESS WHEREOF, the municipal corporation have caused this instrument to be signed in its corporate name by its Mayors, attested by its Town Clerks and its corporate seal affixed, and, the corporations, have likewise caused this instrument to be signed in its corporate name by its President, attested by its secretary and its corporate seal affixed, all on the day and year first above written, and this agreement is executed in duplicate.

Town of Benson


Mayor

ATTEST:


Clerk



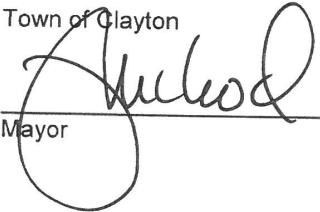
AID AGREEMENT FOR FIRE PROTECTION

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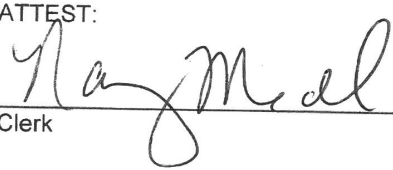
IN WITNESS WHEREOF, the municipal corporation have caused this instrument to be signed in its corporate name by its Mayors, attested by its Town Clerks and its corporate seal affixed, and, the corporations, have likewise caused this instrument to be signed in its corporate name by its President, attested by its secretary and its corporate seal affixed, all on the day and year first above written, and this agreement is executed in duplicate.

Town of Clayton



Mayor

ATTEST:



Clerk

AID AGREEMENT FOR FIRE PROTECTION

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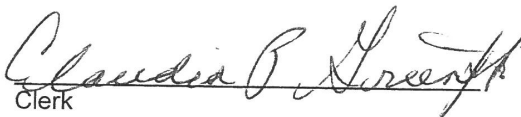
- 11) When any party contained in this agreement is providing automatic aid to another party, it is agreed to respond with a minimum of one piece of fire apparatus capable of carrying a minimum of 1,000 gallons of water.

IN WITNESS WHEREOF, the municipal corporation have caused this instrument to be signed in its corporate name by its Mayors, attested by its Town Clerks and its corporate seal affixed, and, the corporations, have likewise caused this instrument to be signed in its corporate name by its President, attested by its secretary and its corporate seal affixed, all on the day and year first above written, and this agreement is executed in duplicate.

Town of Selma


Mayor

ATTEST:


Clerk

AID AGREEMENT FOR FIRE PROTECTION

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Town of Smithfield


Mayor

ATTEST:


Clerk



AID AGREEMENT FOR FIRE PROTECTION

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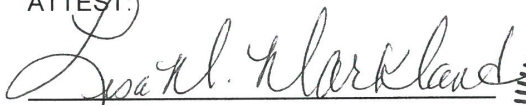
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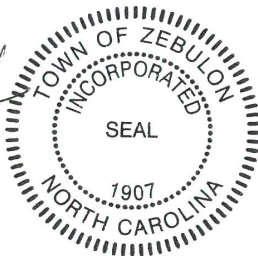
IN WITNESS WHEREOF, the municipal corporation has caused this instrument to be signed in its corporate name by its Fire Chief, attested by its Town Clerk and its corporate seal affixed, and, the corporations, have likewise caused this instrument to be signed in its corporate name by its President, attested by its secretary and its corporate seal affixed, all on the day and year first above written, and this agreement is executed in duplicate.

Town of Zebulon


Fire Chief

ATTEST:


Town Clerk



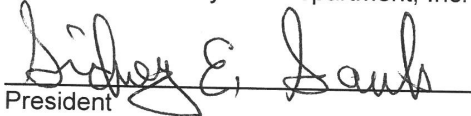
AID AGREEMENT FOR FIRE PROTECTION

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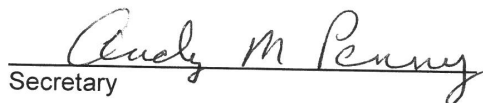
- 11) When any party contained in this agreement is providing automatic aid to another party, it is agreed to respond with a minimum of one piece of fire apparatus capable of carrying a minimum of 1,000 gallons of water.

IN WITNESS WHEREOF, the municipal corporation have caused this instrument to be signed in its corporate name by its Mayors, attested by its Town Clerks and its corporate seal affixed, and, the corporations, have likewise caused this instrument to be signed in its corporate name by its President, attested by its secretary and its corporate seal affixed, all on the day and year first above written, and this agreement is executed in duplicate.

50-210 Community Fire Department, Inc.


President

ATTEST:


Secretary

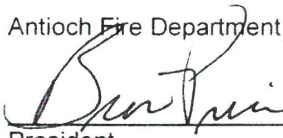
AID AGREEMENT FOR FIRE PROTECTION

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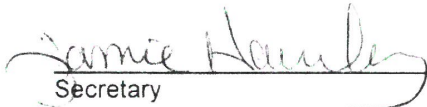
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Antioch Fire Department, Inc.



President

ATTEST:



Secretary

ALL AGREEMENT FOR FIRE PROTECTION

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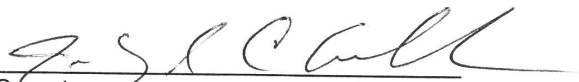
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Archer Lodge Volunteer Fire Department, Inc.



President

ATTEST:



Secretary

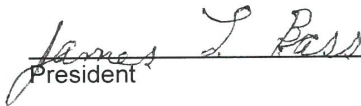
AID AGREEMENT FOR FIRE PROTECTION

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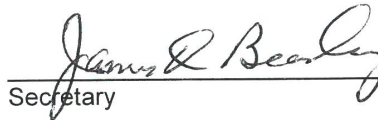
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Bentonville Volunteer Fire Department, Inc.



President

ATTEST:



Secretary

AID AGREEMENT FOR FIRE PROTECTION

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Bethany Rural Fire Department of Johnston County, Inc.



President

ATTEST:



Secretary

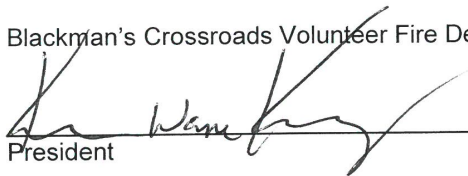
ADDITIONAL AGREEMENT FOR FIRE PROTECTION

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Blackman's Crossroads Volunteer Fire Department


President

ATTEST:


Secretary

AID AGREEMENT FOR FIRE PROTECTION

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Brogden Rural Fire Department, Inc.

Clarence F. Norris, Jr.
President

ATTEST:

x Randy B. Whitely
Secretary

AGREEMENT FOR FIRE PROTECTION

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Cleveland Fire Department, Incorporated



President

ATTEST:



Secretary

ALL AGREEMENT FOR FIRE PROTECTION

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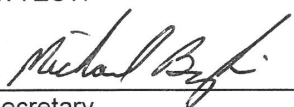
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Corinth-Holder Volunteer Fire Department, Inc.



President

ATTEST:



Secretary

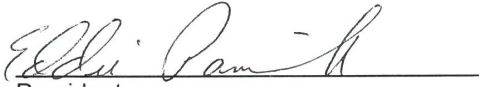
AGREEMENT FOR FIRE PROTECTION

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Elevation Fire Department, Incorporated


President

ATTEST:


Secretary

ALL AGREEMENT FOR FIRE PROTECTION

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Four Oaks Volunteer Fire Department, Inc.

Charles B. Stanley
President

ATTEST:

Jeremy Thomas
Secretary

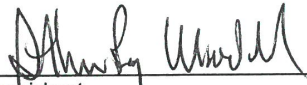
ARTICLE 1. AGREEMENT FOR FIRE PROTECTION

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Garner Volunteer Fire/Rescue Incorporated



President STEPHEN RAY WOODALL

ATTEST:



Secretary

AGREEMENT FOR FIRE PROTECTION

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Kenly Volunteer Fire Department, Inc.

Bobby T. Pope
President

ATTEST:

Timothy A. Galt
Secretary



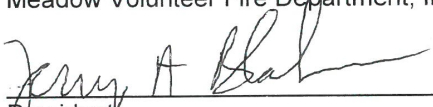
AGREEMENT FOR FIRE PROTECTION

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Meadow Volunteer Fire Department, Inc.



President

ATTEST:



Secretary

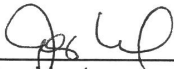
ADDITIONAL AGREEMENT FOR FIRE PROTECTION

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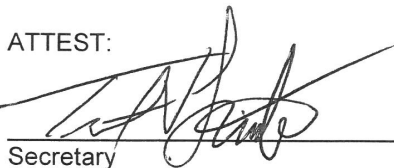
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Micro Volunteer Fire Department, Inc.



President

ATTEST:



Secretary

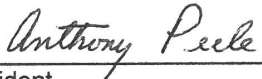
AID AGREEMENT FOR FIRE PROTECTION

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Nahunta Volunteer Fire Department, Inc.



President

ATTEST:



Secretary

ALL AGREEMENT FOR FIRE PROTECTION

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Newton Grove Fire & Rescue, Inc.



President

ATTEST:



Secretary

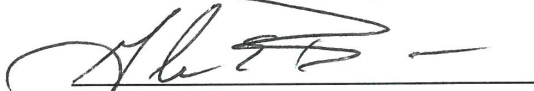
ADDITIONAL AGREEMENT FOR FIRE PROTECTION

completion of the entire incident, it being the intent of this agreement to preserve all authority, rights, privileges and immunities to the full extent allowed by N.C. Gen. Stat. § 58-83-1.

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Oakland Volunteer Fire Department, Inc.



President

ATTEST



Secretary

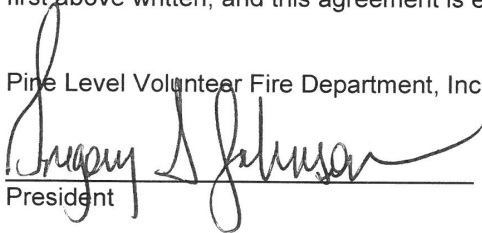
ADDITIONAL AGREEMENT FOR FIRE PROTECTION

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Pine Level Volunteer Fire Department, Inc.


President

ATTEST:


Secretary

ALL AGREEMENT FOR FIRE PROTECTION

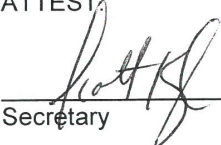
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Princeton Volunteer Fire Department, Incorporated


President

ATTEST

Secretary

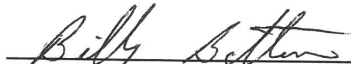
AGREEMENT FOR FIRE PROTECTION

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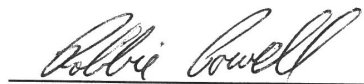
IN WITNESS WHEREOF, the municipal corporation have caused this instrument to be signed in its corporate name by its Mayors, attested by its Town Clerks and its corporate seal affixed, and, the corporations, have likewise caused this instrument to be signed in its corporate name by its President, attested by its secretary and its corporate seal affixed, all on the day and year first above written, and this agreement is executed in duplicate.

Strickland Crossroads Fire Department, Incorporated



President

ATTEST:



Secretary

ARTICLE II. AGREEMENT FOR FIRE PROTECTION

completion of the entire incident, it being the intent of this agreement to preserve all authority, rights, privileges and immunities to the full extent allowed by N.C. Gen. Stat. § 58-83-1.

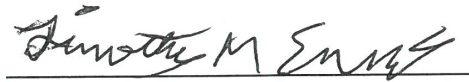
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Thanksgiving Fire Department, Incorporated


President

ATTEST:


Secretary

AID AGREEMENT FOR FIRE PROTECTION

completion of the entire incident, it being the intent of this agreement to preserve all authority, rights, privileges and immunities to the full extent allowed by N.C. Gen. Stat. § 58-83-1.

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West Johnston Fire Department


President

ATTEST:


Secretary

ALL AGREEMENT FOR FIRE PROTECTION

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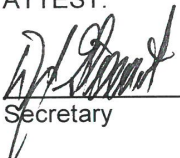
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Wilson's Mills Fire and Rescue Department



President

ATTEST:



Secretary

**NORTH CAROLINA
JOHNSTON COUNTY**

INTER-LOCAL AGREEMENT FOR FIRE PROTECTION

APPENDIX B

MEDICAL SERVICES

NORTH CAROLINA
JOHNSTON COUNTY

FIRE DEPARTMENT MEDICAL RESPONDER AGREEMENT

WHEREAS, Johnston County and all emergency medical providers desire to promote better medical care for its constituency; and,

WHEREAS, that in cases of severe life-threatening illness and/or trauma, the intervention of trained personnel at the earliest possible time can greatly enhance the chances of recovery by the victim; and,

WHEREAS, Fire Departments agreeing to participate in the Medical Responder Program have been approved by the Johnston County Emergency Services Department for that purpose;

THEREFORE, let it be resolved that Town of Clayton agrees to become a participating party in the Johnston County Medical Responder Program and that the following provisions and conditions will be in force and that the parties to this understanding agree to abide by the following:

- A. The Fire Department will organize and maintain a medical responder unit that will comply with the applicable terms of the Johnston County EMS System Medical Responder Guidelines.
- B. The Fire Department will operate at the EMR or EMT-B certification level, as approved by the Johnston County EMS System per the Johnston County EMS System Medical Responder Guidelines.

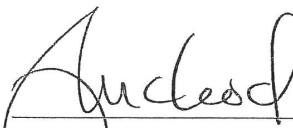
This Agreement will be in effect from October 1, 2014 until such time as either party terminates the agreement upon sixty (60) days written notice to withdraw.

Executed this the 2nd day of September, 2014.



DIRECTOR

JOHNSTON CO. EMERGENCY SERVICES



MAYOR

TOWN OF CLAYTON

**NORTH CAROLINA
JOHNSTON COUNTY**

INTER-LOCAL AGREEMENT FOR FIRE PROTECTION

**APPENDIX C
RESCUE SERVICES**

Appendix C

NORTH CAROLINA
JOHNSTON COUNTY

RESCUE SERVICES AGREEMENT

WHEREAS, Johnston County and the Johnston County Fire Departments desire to provide and promote the highest level of emergency services possible for Johnston County; and,

WHEREAS, the Fire Department is currently under contract with Johnston County to provide fire protection and emergency services and is a participant in the Johnston County Mutual Aid Agreement; and,

WHEREAS, the Fire Department voluntarily agrees to accept additional emergency duties for its designated geographic area; and,

NOW THEREFORE, let it be resolved that the Town of Clayton agrees to become a participating party in the program(s) indicated below:

- ☒ EXTRICATION SERVICES PROVIDER
- ☐ LIGHT RESCUE PROVIDER (as outlined by N.C. Assoc. of Rescue and EMS)
- ☐ MEDIUM RESCUE PROVIDER (as outlined by N.C. Assoc. of Rescue and EMS)
- ☒ HEAVY RESCUE PROVIDER (as outlined by N.C. Assoc. of Rescue and EMS)
- ☐ AGRICULTURAL RESCUE (as outlined by N.C. Assoc. of Rescue and EMS)
- ☐ AIR RESCUE (as outlined by N.C. Assoc. of Rescue and EMS)
- ☒ CONFINED SPACE RESCUE (as outlined by N.C. Assoc. of Rescue and EMS)
- ☐ HEAVY VEHICLE/MACHINERY EXTRICATION (as outlined by N.C. Assoc. of Rescue and EMS)
- ☒ HIGH ANGLE RESCUE (as outlined by N.C. Assoc. of Rescue and EMS)
- ☒ TRENCH RESCUE (as outlined by N.C. Assoc. of Rescue and EMS)
- ☐ WATER RESCUE-DIVE (as outlined by N.C. Assoc. of Rescue and EMS)
- ☐ WATER RESCUE-OPEN (STILL WATER) (as outlined by N.C. Assoc. of Rescue and EMS)

AND THEREFORE, let it be resolved that the following provisions and conditions will be in force and that the parties to this understanding agree to abide by the following:

- A. The Fire Department will maintain the necessary equipment to provide the service(s) indicated above.
- B. The Fire Department will ensure that members involved are properly trained to provide the services(s) indicated above.
- C. The Fire Department will be available for response twenty-four hours daily to the extent possible, realizing that the number of responders may be limited.

This Agreement will be in effect from July 1, 2009 until such time as either party terminates the agreement upon one hundred eighty (180) days written notice to withdraw.

Appendix C

Duly executed this the 14th day of May, 2009 while in regular session.

ATTEST:

Sherry L. Scoggins
Sherry L. Scoggins, MMC
Town Clerk

Jody L. McLeod
Jody L. McLeod
Mayor

Seal

Duly executed this the 1 day of June, 2009 while in regular session.

ATTEST:

Paula G. Woodard

Kim Robertson
Director
Johnston Co Emergency Services

Seal



NORTH CAROLINA
JOHNSTON COUNTY

INTER-LOCAL AGREEMENT FOR FIRE PROTECTION

APPENDIX D
OTHER SERVICES

THIS APPENDIX DOES NOT APPLY TO THIS DEPARTMENT



STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

CH2M HILL'S OFFICE ADDRESS: 3120 Highwoods Blvd., Suite 214, Raleigh, NC 27604

CH2M HILL'S PROJECT NO.: _____

PROJECT NAME: CMMS Implementation for Town of Clayton, NC Amendment – AIA Water & AIA Wastewater Grant

CLIENT: Town of Clayton, North Carolina

CLIENT'S ADDRESS: _____

CLIENT requests and authorizes CH2M HILL North Carolina, INC. (hereinafter "CH2M") to perform the following Services:

Scope of Services

See Attachment A & B

Compensation

Compensation by CLIENT to CH2M will lump sum as listed in Attachment A & B. The total compensation is \$300,000.

Schedule

See Attachment A.

Other Terms

Services covered by this AGREEMENT will be performed in accordance with the Provisions and any attachments or schedules. This AGREEMENT supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

CLIENT:

Signature _____

Name (printed) _____

Title _____

Date _____

CH2M HILL North Carolina, INC.:

Signature _____

Name (printed) JD Solomon

Title Business Vice President

Date _____

PROVISIONS

1. Authorization to Proceed

Execution of this AGREEMENT by CLIENT will be authorization for CH2M HILL to proceed with the Services, unless otherwise provided for in this AGREEMENT.

2. Salary Costs

CH2M HILL's and its affiliated companies' Salary Costs, when the basis of compensation, are the amount of wages or salaries paid CH2M HILL employees for work directly performed on the Project plus a percentage applied to all such wages or salaries to cover all payroll-related taxes, payments, premiums, and benefits.

3. Per Diem Rates

CH2M HILL's and its affiliated companies' Per Diem Rates, when the basis of compensation, are those hourly or daily rates charged for work performed on the Project by CH2M HILL employees. These rates are contained in the COMPENSATION section on Page 1 and are subject to a 4% annual calendar year escalation/adjustment.

4. Subcontracts and Direct Expenses

When Services are performed on a cost reimbursement basis, a markup of 10 percent will be applied to subcontracts and outside services and a markup of 0 percent will be applied to Direct Expenses. For purposes of this AGREEMENT, Direct Expenses are defined to include those necessary costs and charges incurred for the Project including, but not limited to: (1) the direct costs of transportation, meals, lodging, shipping, equipment and supplies; (2) CH2M HILL's current standard rate charges for direct use of CH2M HILL's vehicles, laboratory test and analysis, and certain field equipment; and (3) CH2M HILL's standard project charges for computing systems, and health and safety requirements of OSHA.

All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to CH2M HILL's compensation when invoicing CLIENT.

5. Cost Opinions

Any cost opinions or Project economic evaluations provided by CH2M HILL will be on a basis of experience and judgment, but, since CH2M HILL has no control over market conditions or bidding procedures, CH2M HILL cannot warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions.

6. Standard of Care

The standard of care applicable to CH2M HILL's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time CH2M HILL's services are performed. CH2M HILL will re-perform any services not meeting this standard without additional compensation.

7. Termination

This AGREEMENT may be terminated for convenience on 30 days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. On termination, CH2M HILL will be paid for all authorized work performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.

8. Payment to CH2M HILL

Monthly invoices will be issued by CH2M HILL for all Services performed under this AGREEMENT. CLIENT shall pay each invoice within 30 days. Interest at a rate of 1-1/2 percent per month will be charged on all past-due amounts.

In the event of a disputed billing, only that disputed portion will be withheld from payment, and the undisputed portion will be paid. CLIENT will exercise reasonableness in disputing any bill or

portion thereof. No interest will accrue on any disputed portion of the billing until mutually resolved.

9. Limitation of Liability

CH2M HILL's liability for CLIENT's damages will, in the aggregate, not exceed \$100,000. This Provision takes precedence over any conflicting Provision of this AGREEMENT or any document incorporated into it or referenced by it. In no event shall CH2M HILL, its affiliated corporations, officers, employees, or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, including but not limited to loss of revenue or profits, suffered or incurred by CLIENT or any of its agents, including other contractors engaged at the project site, as a result of this Agreement or CH2M HILL's performance or non-performance of services pursuant to this Agreement.

Limitations of liability provided herein will apply whether CH2M HILL's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include CH2M HILL's officers, affiliated corporations, employees, and subcontractors.

10. Severability and Survival

If any of the provisions contained in this AGREEMENT are held illegal, invalid or unenforceable, the other provisions shall remain in full effect. Limitations of liability shall survive termination of this AGREEMENT for any cause.

11. No Third Party Beneficiaries

This AGREEMENT gives no rights or benefits to anyone other than CLIENT and CH2M HILL and has no third party beneficiaries except as provided in Provision 10.

12. Materials and Samples

Any items, substances, materials, or samples removed from the Project site for testing, analysis, or other evaluation will be returned to the Project site unless agreed to otherwise. CLIENT recognizes and agrees that CH2M HILL is acting as a bailee and at no time assumes title to said items, substances, materials, or samples. CLIENT recognizes that CH2M HILL assumes no risk and/or liability for a waste or hazardous waste site originated by other than CH2M HILL.

13. Assignments

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable.

14. Integration

This AGREEMENT incorporates all previous communications and negotiations and constitutes the entire agreement of the parties. If CLIENT issues a Purchase Order in conjunction with performance of the Services, general or standard terms and conditions on the Purchase Order do not apply to this AGREEMENT.

15. Force Majeure

If performance of the Services is affected by causes beyond CH2M HILL's reasonable control, project schedule and compensation shall be equitably adjusted.

16. Dispute Resolution

The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

17. Changes

CLIENT may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect CH2M HILL's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT.

Town of Clayton Wastewater System AIA Project No. E-AIA-W-17-0075

Background

The Town of Clayton's sanitary system provides wastewater collection, treatment, and disposal. The Town operates over 100 miles of wastewater collection lines and 30 sewer lift stations. The system discharges to the 2.5 million gallons per day (MGD) Little Creek Water Reclamation Facility (WRF). The Town also has wastewater treatment agreements with the City of Raleigh for 1.0 MGD and Johnston County for 0.9 MGD.

The Asset Inventory and Assessment (AIA) project will greatly enhance the Town's wastewater system asset inventory, condition analysis, and preventative maintenance program. The AIA project will also support maximizing the benefit of the Town's use of Cityworks, a Computerized Maintenance Management System (CMMS) program, and GIS database for more efficient management of wastewater infrastructure. The Town began the use of Cityworks in September 2016.

In recent years the Town has experienced significant growth with the addition of industrial and residential customers. This growth has led to an expansion of the wastewater collection system and the number of assets to manage. At the same time as adding new assets, the Town has no formal structured approach to inspecting the condition of existing wastewater assets, so the risk of failure of the aging assets is unknown creating an unquantified risk to the Town. The Town's main repository of the collection pipe system data is GIS. Pipe age with the absence of other data can be used as a proxy for pipe condition or the likelihood of failure. Unfortunately pipe age is known for only 6% of those pipe of which 5% of are 2 years old or newer. This indicates that new pipe data is being captured but older pipe data is still almost entirely missing. Without this pipe-age information there is a large data gap that needs to be closed to provide proactive management of the collection system. The Town is also concerned with inflow and infiltration (I&I). Again this relates to the unquantified nature of the risk. The last I&I study was completed over 20 years ago and this, along with the unknown physical conditions of the collection system, presents a liability to the Town. Understanding the condition of the collection system, will also help the Town understand the potential for I&I.

Given the current state of asset data the Town would like to greatly enhance the wastewater system asset inventory, condition analysis and preventative maintenance program. The Town would like to maximize the benefits of the development of Cityworks as a Computerized Maintenance Management System program and GIS database for more efficient management of sewer infrastructure.

Four critical Asset Management Tasks that have been proposed under the AIA Grant:

- **Task 1- Building the asset registry and condition data:** Review and improve the current asset registry, and further developing an asset hierarchy so there is confidence in its completeness and data are effective and useable. This will allow for the ability to estimate of the overall reliability of the existing system.
- **Task 2- Improving GIS accuracy for work management and the implementation/utilization of CMMS:** Evaluate and optimize the GIS dataset for integration with work management procedures to develop a reliable data source, retain accurate legacy knowledge, and assist with work management.

- **Task 3 – Applying the Risk and Criticality Framework for Prioritization:** Risk can be evaluated at different levels within the organization, and the risk evaluation may take several different forms, including qualitative and quantitative. A criticality assessment will be performed for the major subsystems within this system and components of major subsystems. The analysis will include the application of criticality scores to the major assets within the system that guide condition assessment techniques, and the development of guidelines for revision of the current preventative maintenance (PM) program for upload into Cityworks.
- **Task 4 – Developing a Renewal and Replacement (R&R) model:** An initial R&R model will be developed under this task. The ultimate outcome of this modeling effort is, however, to enhance practices. This will allow for improved ability to forecast financial requirements and implement the most cost-effective projects.

The Town will self-perform Tasks 1 and 2 and has engaged CH2M to support Tasks 3 and 4.

AIA Project Scope of Services

Task 1- Building the asset registry and condition data

The objective of this scope of services is to review and improve the current asset registry and developing and refine an asset hierarchy so there is confidence in its completeness and data are effective and useable. This scope of services contains two primary subtasks, which are aimed at improving the Town's ability to estimate the overall reliability of the existing system.

Build Asset Registry and Initial Condition Assessment

The ability to assign work to an asset within Cityworks relies on the completeness of the asset inventory. As part of the AIA-funded project, an asset registry/inventory will be developed and refined for the wastewater collection system with a goal to collect data on the majority of assets. Under this task, CH2M will act in an advisory and quality control role to support Town staff who would be collecting the asset data. The review and improvement of the current asset registry as well as the development of an asset hierarchy will allow for confidence in its completeness and allow data to be effective and useable.

An initial workshop would be held to review the data already collected, and to plan the remaining asset data collection effort. An additional workshop would be held to review the data, identify remaining gaps, and determine additional actions.

Deliverables: One (1) workshop for WRF/wastewater collection system data review and planning
Reviewed, detailed asset inventory (data collected by Town)

Assumptions

- Town performed task

Task 2 – Improving GIS accuracy for work management and the implementation/utilization of CMMS and Reporting

The GIS data set will be evaluated to assess the ability to retain inventory and condition assessment results. The scope of services will include discussion on the dataset optimization, per industry best practices, for integration with work management procedures. This will help provide a reliable data source, retain accurate legacy knowledge, and assist with work management. An updated GIS Schema recommendation related to condition assessment will be the result of this discussion.

Now that Cityworks has been used by the Town since September 2016 there is the natural desire for modifications of the GIS and the reporting capabilities within Cityworks. Two (2) working sessions will be held to discuss the desired modifications and prioritize those improvements.

Deliverables

Updated GIS Schema Recommendations related to condition assessment
 Prioritized list of desired GIS/Reporting modifications in Cityworks
 Modifications in Cityworks from the prioritized list

Assumptions

- Town performed task

Task 3 - Applying a Risk and Criticality Framework for Prioritization of Condition Assessment

A system-focused, function-based approach, consistent with a Reliability Centered Maintenance process, will be utilized to develop risk data for distribution horizontal assets. A forced rank analysis protocol approach will be used to perform the criticality analysis in a facilitated workshop with Clayton staff. The analysis will be based on asset grouping which will be defined in an earlier, facilitated workshop. The forced rank protocol will include a combination of plurality, Borda count and pairwise comparison methodologies to provide insights into the data.

This horizontal asset criticality analysis task will be based on analysis of existing wastewater GIS data. The GIS analysis will be performed so that pipes can be grouped by age, type, location or some other parameter to allow for functional evaluation of pipe “groups”, rather than individual manhole-to-manhole pipe segments for example. In the absence of pipe-specific age data, we will use institutional knowledge to give a general age range for different sections of the system.

This task is intended to utilize and prepare existing data and will support filling major data gaps using institutional knowledge before combining assets into meaningful groups. The workshop will determine the best ways to group the horizontal assets and assist with the establishment of an asset hierarchy discussed in Task 1. Results of this analysis, associated recommendations for linear assets and a visual display of risk severity will be reviewed at a workshop.

Deliverables: Two (2) workshops:

Data Validation and Asset Grouping Workshop & Risk Ranking Workshop
 Results Review Workshop
 Mapping of city-wide Risk data for Horizontal Assets

Assumptions: Enhanced data from 1 & 2 will be sufficient for development of the criticality analysis.

Task 4 – Renewal and Replacement Modeling

This task will be performed with system information developed in the previous tasks. Preliminary baseline condition scores will be developed for use in the R&R model by CH2M based on visual inspection for vertical assets and workshops to obtain Town knowledge for horizontal assets. The focus will be on the major assets/systems. The baseline R&R forecasts will be primarily based on available manufacturer’s data, Town asset service history, condition assessment and useful life projections, and current maintenance practices. It will include a conceptual asset replacement cost and frequency for asset categories (life cycle cost profiles).

Develop Vertical Baseline R&R Model

A workshop will be conducted to review the vertical asset R&R Model relative to manufacturer useful life recommendations and the condition assessments performed. Assets will be reviewed in terms of asset groupings or classes in this task with special focus on larger assets or smaller, but more problematic ones.

Some of the key information that will be refined for each class of asset includes:

- The useful life of the asset relative to manufacturer recommendation and the degree the theoretical useful life should be modified (based on actual performance, Rocky Mount best practices, or for risk/reliability/compliance).
- A consensus on how facility usage assumptions can be tied to useful life projections.
- A consensus on the failure definition for each class of asset and a determination of the general mode of failure (age dependent, random, etc).
- A consensus on remaining useful life based on the condition assessments and staff experience.
- A determination of which assets or classes of assets are operated in a run-to-failure mode.
- The frequency of renewal. For each class of asset, how is renewal (or rebuild) defined or standardized? How is renewal related to improvement of asset condition or extension of remaining useful life?
- The frequency of replacement. For each class of asset, how is replacement defined (specifically related to mechanical/electrical systems and structural system)? Develop a standard approach linking projected condition to the need for replacement.

Develop Horizontal Baseline R&R Model

The Town will have developed a significant amount of data related to its horizontal assets recently that will provide the ability to incorporate these assets into the renewal and replacement forecast. It is assumed that the horizontal asset data enhanced by will be sufficient for development of the baseline model. The focus of this task will be to integrate the updated linear asset data into the renewal and replacement forecast model.

Data Review and Preliminary Results R&R Workshops

A workshop will be conducted to confirm the key assumptions and data input, and to demonstrate the methodology used to forecast R&R costs before CH2M completes programming of the baseline model.

After the draft model is developed, preliminary observations and results will be discussed at a second review workshop. In many cases, the need for additional information or clarity of information related to areas with the greatest sensitivities will be regarded as just as important as the actual initial model output predictions. Modifications to the draft model will be provided based on input from the Town, as practicable, depending on the quality of available information.

Deliverables:

- Condition Assessment Scores for vertical assets
- R&R Forecast Modeling Method and Data Input Review Workshop
- R&R Forecast Model Review Workshop
- Baseline 20-Year R&R Excel Forecast Model for Horizontal Assets

Assumptions: Enhanced asset data from Task 1 and 2 will be sufficient for development of the baseline model.

Schedule

	Year 2017				Year 2018			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Task 1 - Building the asset registry and condition data								
Task 2 - Improving GIS accuracy for work management and the implementation of CMMS								
Task 3 -Applying the Risk and Criticality Framework for Prioritization of Condition Assessment								
Task 4 - Renewal and Replacement Model								

Compensation

Payment for all tasks in the Project Scope outlined above will be on a Lump Sum basis for \$150,000, inclusive of all labor and expenses. This budget reflects efforts tied to the schedule above required by the AIA grant. Table 1 presents the estimated AIA grant disbursement breakdown by Task. CH2M shall not incur costs in excess of this fee without advance written authorization from the Town. Please sign and return the cover page as your formal Notice to Proceed.

TABLE 1
Estimated Grant Disbursement Breakdown by Task
Town of Clayton 2017 AIA Wastewater System Project – Project No. E-AIA-W-17-0075

Activity	Subtotals
Task 1 – Build Asset Registry and Initial Condition Data	Town Performed
Task 2 - Upgrade and Improve GIS accuracy for work management and the implementation of CMMS	Town Performed
Task 3 – Apply the Risk and Criticality Framework for Prioritization of Detailed Condition Assessment and Critical System Standard Operating Procedures	\$60,000
Task 4 – Renewal and Replacement Modeling	\$90,000
CH2M total fees	\$150,000
Town match provided through Labor	\$27,750
Grant administration fee (1.5%) to be paid directly by Town	\$2,250
AIA GRANT TOTAL	\$180,000

Town of Clayton Water System AIA Project No. H-AIA-D-17-0076

Background

The Town of Clayton's water distribution system provides water distribution to the residents of the Town of Clayton. The Town operates over 100 miles of water distribution lines and 1.8 million gallons of finished water storage. The Town does not have its own water treatment plant and water is purchased by the Town from Johnston County.

The Asset Inventory and Assessment (AIA) project will greatly enhance the Town's water distribution system asset inventory, condition analysis, and preventative maintenance program. The AIA project will also support maximizing the benefit of the Town's use of Cityworks, a Computerized Maintenance Management System (CMMS) program, and GIS database for more efficient management of water infrastructure. The Town began the use of Cityworks in September 2016.

In recent years the Town has experienced significant growth with the addition of industrial and residential customers. This growth has led to an expansion of the water distribution system and the number of assets to manage. At the same time as adding new assets, the Town has no formal structured approach to inspecting the condition of existing water assets, so the risk of failure of the aging assets is unknown creating an unquantified risk to the Town. The Town's main repository of the collection pipe system data is GIS. Pipe age with the absence of other data can be used as a proxy for pipe condition or the likelihood of failure. Unfortunately pipe age is known for only 6% of those pipe of which all are 2 years old or newer. This indicates that new pipe data is being captured but older pipe data is still entirely missing. Without this pipe-age information there is a large data gap that needs to be closed to provide proactive management of the distribution system. The Town is also concerned with water loss in the distribution system. Again this relates to the unquantified nature of the risk and, along with the unknown physical conditions of the collection system, presents a liability to the Town. Understanding the condition of the water distribution system, will also help the Town understand the potential for water loss.

Four critical Asset Management Tasks that have been proposed under the AIA Grant:

- **Task 1- Building the asset registry and condition data:** Review and improve the current asset registry, and further developing an asset hierarchy so there is confidence in its completeness and data are effective and useable. This will allow for the ability to estimate of the overall reliability of the existing system.
- **Task 2- Improving GIS accuracy for work management and the implementation/utilization of CMMS:** Evaluate and optimize the GIS dataset for integration with work management procedures to develop a reliable data source, retain accurate legacy knowledge, and assist with work management.
- **Task 3 – Applying the Risk and Criticality Framework for Prioritization:** Risk can be evaluated at different levels within the organization, and the risk evaluation may take several different forms, including qualitative and quantitative. A criticality assessment will be performed for the major subsystems within this system and components of major subsystems. The analysis will include the application of criticality scores to the major assets within the system that guide condition

assessment techniques, and the development of guidelines for revision of the current preventative maintenance (PM) program for upload into Cityworks.

- **Task 4 – Developing a Renewal and Replacement (R&R) model:** An initial R&R model will be developed under this task. The ultimate outcome of this modeling effort is, however, to enhance practices. This will allow for improved ability to forecast financial requirements and implement the most cost-effective projects.

The Town will self-perform Tasks 1 and 2 and has engaged CH2M to support Tasks 3 and 4.

AIA Project Scope of Services

Task 1- Building the asset registry and condition data

The objective of this scope of services is to review and improve the current asset registry and developing and refine an asset hierarchy so there is confidence in its completeness and data are effective and useable. This scope of services contains two primary subtasks, which are aimed at improving the Town's ability to estimate the overall reliability of the existing system.

Build Asset Registry and Initial Condition Assessment

The ability to assign work to an asset within Cityworks relies on the completeness of the asset inventory. As part of the AIA-funded project, an asset registry/inventory will be developed and refined for the water distribution system with a goal to collect data on the majority of assets. Under this task, CH2M will act in an advisory and quality control role to support Town staff who would be collecting the asset data. The review and improvement of the current asset registry as well as the development of an asset hierarchy will allow for confidence in its completeness and allow data to be effective and useable.

An initial workshop would be held to review the data already collected, and to plan the remaining asset data collection effort. An additional workshop would be held to review the data, identify remaining gaps, and determine additional actions.

Deliverables: One (1) workshop for water distribution system data review and planning
Reviewed, detailed asset inventory (data collected by Town)

Assumptions

- Town performed task

Task 2 – Improving GIS accuracy for work management and the implementation/utilization of CMMS and Reporting

The GIS data set will be evaluated to assess the ability to retain inventory and condition assessment results. The scope of services will include discussion on the dataset optimization, per industry best practices, for integration with work management procedures. This will help provide a reliable data source, retain accurate legacy knowledge, and assist with work management. An updated GIS Schema recommendation related to condition assessment will be the result of this discussion.

Now that Cityworks has been used by the Town since September 2016 there is the natural desire for modifications of the GIS and the reporting capabilities within Cityworks. Two (2) working sessions will be held to discuss the desired modifications and prioritize those improvements.

Deliverables

Updated GIS Schema Recommendations related to condition assessment
Prioritized list of desired GIS/Reporting modifications in Cityworks

Modifications in Cityworks from the prioritized list

Assumptions

- Town performed task

Task 3 - Applying a Risk and Criticality Framework for Prioritization of Condition Assessment

A system-focused, function-based approach, consistent with a Reliability Centered Maintenance process, will be utilized to develop risk data for distribution horizontal assets. A forced rank analysis protocol approach will be used to perform the criticality analysis in a facilitated workshop with Clayton staff. The analysis will be based on asset grouping which will be defined in an earlier, facilitated workshop. The forced rank protocol will include a combination of plurality, Borda count and pairwise comparison methodologies to provide insights into the data.

This horizontal asset criticality analysis task will be based on analysis of existing water GIS data. The GIS analysis will be performed so that pipes can be grouped by age, type, location or some other parameter to allow for functional evaluation of pipe “groups”, rather than individual manhole-to-manhole pipe segments for example. In the absence of pipe-specific age data, we will use institutional knowledge to give a general age range for different sections of the system.

This task is intended to utilize and prepare existing data and will support filling major data gaps using institutional knowledge before combining assets into meaningful groups. The workshop will determine the best ways to group the horizontal assets and assist with the establishment of an asset hierarchy discussed in Task 1. Results of this analysis, associated recommendations for linear assets and a visual display of risk severity will be reviewed at a workshop.

Deliverables: Two (2) workshops:

Data Validation and Asset Grouping Workshop & Risk Ranking Workshop
Results Review Workshop

Mapping of city-wide Risk data for Horizontal Assets

Assumptions: Enhanced data from 1 & 2 will be sufficient for development of the criticality analysis.

Task 4 – Renewal and Replacement Modeling

This task will be performed with system information developed in the previous tasks. Preliminary baseline condition scores will be developed for use in the R&R model by CH2M based on visual inspection for vertical assets and workshops to obtain Town knowledge for horizontal assets. The focus will be on the major assets/systems. The baseline R&R forecasts will be primarily based on available manufacturer’s data, Town asset service history, condition assessment and useful life projections, and current maintenance practices. It will include a conceptual asset replacement cost and frequency for asset categories (life cycle cost profiles).

Develop Horizontal Baseline R&R Model

The Town will have developed a significant amount of data related to its horizontal assets recently that will provide the ability to incorporate these assets into the renewal and replacement forecast. It is assumed that the horizontal asset data enhanced by will be sufficient for development of the baseline model. The focus of this task will be to integrate the updated linear asset data into the renewal and replacement forecast model.

Data Review and Preliminary Results R&R Workshops

A workshop will be conducted to confirm the key assumptions and data input, and to demonstrate the methodology used to forecast R&R costs before CH2M completes programming of the baseline model.

After the draft model is developed, preliminary observations and results will be discussed at a second review workshop. In many cases, the need for additional information or clarity of information related to areas with the greatest sensitivities will be regarded as just as important as the actual initial model output predictions. Modifications to the draft model will be provided based on input from the Town, as practicable, depending on the quality of available information.

Deliverables:

- R&R Forecast Modeling Method and Data Input Review Workshop
- Draft R&R Forecast Model Review Workshop
- Baseline 20-Year R&R Excel Forecast Model for Horizontal Assets

Assumptions: Enhanced asset data from Task 1 and 2 will be sufficient for development of the baseline model.

Schedule

	Year 2017				Year 2018			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Task 1 - Building the asset registry and condition data								
Task 2 - Improving GIS accuracy for work management and the implementation of CMMS								
Task 3 -Applying the Risk and Criticality Framework for Prioritization of Condition Assessment								
Task 4 - Renewal and Replacement Model								

Compensation

Payment for all tasks in the Project Scope outlined above will be on a Lump Sum basis for \$150,000, inclusive of all labor and expenses. This budget reflects efforts tied to the schedule above required by the AIA grant. Table 1 presents the estimated AIA grant disbursement breakdown by Task. CH2M shall not incur costs in excess of this fee without advance written authorization from the Town. Please sign and return the cover page as your formal Notice to Proceed.

TABLE 1
Estimated Grant Disbursement Breakdown by Task

Town of Clayton 2017 AIA Water System Project – Project No. H-AIA-D-17-0076

Activity	Subtotals
Task 1 – Build Asset Registry and Initial Condition Data	Town Performed
Task 2 - Upgrade and Improve GIS accuracy for work management and the implementation of CMMS	Town Performed
Task 3 – Apply the Risk and Criticality Framework for Prioritization of Detailed Condition Assessment and Critical System Standard Operating Procedures	\$60,000
Task 4 – Renewal and Replacement Modeling	\$90,000
CH2M total fees	\$150,000
Town match provided through Labor	\$27,750
Grant administration fee (1.5%) to be paid directly by Town	\$2,250
AIA GRANT TOTAL	\$180,000

**TOWN OF CLAYTON
RESOLUTION
GRANT APPLICATIONS FOR WATER & WASTEWATER ASSET ASSESSMENT AND
INVENTORY IMPROVEMENTS**

WHEREAS, the Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of conducting a drinking water assessment, and

WHEREAS, the Town of Clayton has need for and intends to conduct a drinking water and wastewater system asset inventory and assessment, and

WHEREAS, the Town of Clayton intends to request state grant assistance for these projects,

NOW THEREFORE BE IT RESOLVED, by the Town Council of the Town of Clayton, North Carolina

That **Town of Clayton**, the **applicant**, will arrange financing for all remaining costs of the projects, if approved for a State grant award;

That the **Town of Clayton** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt;

That the **Town of Clayton** will provide for efficient operation and maintenance of the project on completion of construction thereof;

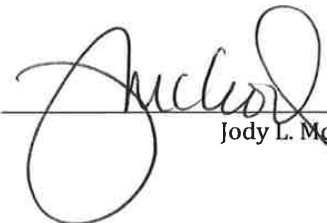
That **Byron W. Poelman, Utility Service Superintendent**, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Town of Clayton** with the State of North Carolina for a grant to aid in the project described above;

That Byron W. Poelman, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application, and;

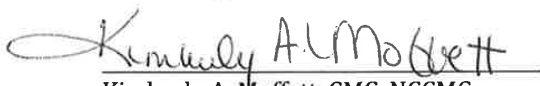
That the **Town of Clayton** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Duly adopted this the 19th day of September, 2016 while in regular session.




Jody L. McLeod, Mayor

Attest:


Kimberly A. Moffett, CMC, NCCMC
Town Clerk

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Town Clerk of the Town of Clayton does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Clayton Town Council duly held on the 19th day of September, 2016; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office.

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of September 2016.

Kennedy A. Moblett
Town Clerk



**RESOLUTION ACCEPTING GRANT FOR WATER ASSET ASSESSMENT AND
INVENTORY IMPROVEMENTS**

WHEREAS, the North Carolina Clean Water Revolving Loan and Grant Act of 1987 has authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater treatment works, wastewater collection systems, and water supply systems, water conservation projects; and

WHEREAS, the North Carolina Department of Environment and Natural Resources has offered a Grant in the amount of \$150,000 for the water asset assessment and inventory improvements; and

WHEREAS, the Clayton Town Council intends to complete said project with the approved plans and specifications.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF CLAYTON

- That the Town of Clayton does hereby accept the Grant offer of \$150,000.
- That the Town of Clayton does hereby give assurance to the North Carolina Department of Environmental Quality that all items specified in the grant offer, Section II – Assurances will be adhered to.
- That Byron W. Poelman, Utility Service Superintendent, the Authorized Official, and successors so titled is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required to connection with the application.
- That the Town of Clayton has substantially complied or will substantially comply with all Federal, State and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants pertaining thereto.

Duly adopted this the 19th day of June, 2017 while in regular session.

Jody McLeod
Mayor

ATTEST:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk

**RESOLUTION ACCEPTING GRANT FOR WASTEWATER ASSET
ASSESSMENT AND INVENTORY IMPROVEMENTS**

WHEREAS, the North Carolina Clean Water Revolving Loan and Grant Act of 1987 has authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater treatment works, wastewater collection systems, and water supply systems, water conservation projects; and

WHEREAS, the North Carolina Department of Environment and Natural Resources has offered a Grant in the amount of \$150,000 for the wastewater asset assessment and inventory improvements; and

WHEREAS, the Clayton Town Council intends to complete said project with the approved plans and specifications.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF CLAYTON

- That the Town of Clayton does hereby accept the Grant offer of \$150,000.
- That the Town of Clayton does hereby give assurance to the North Carolina Department of Environmental Quality that all items specified in the grant offer, Section II – Assurances will be adhered to.
- That Byron W. Poelman, Utility Service Superintendent, the Authorized Official, and successors so titled is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required to connection with the application.
- That the Town of Clayton has substantially complied or will substantially comply with all Federal, State and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants pertaining thereto.

Duly adopted this the 19th day of June, 2017 while in regular session.

Jody McLeod
Mayor

ATTEST:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk