



Town of Clayton
Town Council Regular Meeting Agenda
Monday, October 6, 2025 at 6:00 PM
Council Chambers, Town Hall
111 E. Second Street

THE PUBLIC MAY VIEW THE LIVE COUNCIL MEETING ON THE TOWN'S YOUTUBE CHANNEL:
<https://www.youtube.com/TownofClaytonNC>

NO WEAPONS ALLOWED INSIDE COUNCIL CHAMBERS.

1. CALL TO ORDER

- a. Call to Order
- b. Pledge of Allegiance
- c. Invocation

2. ADJUSTMENT OF THE AGENDA

- a. **POTENTIAL ACTION:** Adopt or Adjust the Agenda

3. CONSENT AGENDA

- a. Minutes
 - September 15, 2025 - Closed Session

Presenter: Heidi Holland, Town Clerk
- b. Agreement for Infrastructure Improvement with RiverWILD for Construction of The Village at Parkview - Legend Park Drive
Presenter: Christopher Gallant, Capital Program Manager
[Agreement for Infrastructure Improvement](#)
- c. Encroachment Agreement for Sidewalk Dining
Presenters: Shaun Mizell, Contracts and MWBE Manager and Amy Shearin, Community Engagement Coordinator
[Encroachment Agreement for Sidewalk Dining](#)
- d. Resolution to Accept Streets into the Town of Clayton Street System for Maintenance - One Year Warranty - Buckhorn Branch Park Phase 3
Presenter: Kinsey Holton, Assistant Engineering Director
[Resolution #2025-85](#)
- e. Amendment to Downtown Development Association Advisory Board By-Laws
Presenter: Heidi Holland, Town Clerk
[Resolution #2025-87](#)
- f. Adoption of Local Water Supply Plan
Presenter: Joshua Baird, PE, Water Resources Director
[Resolution #2025-89](#)
- g. Recommendation For Appointment to Economic Development Advisory Board
Presenter: Heidi Holland, Town Clerk
[Recommendation For Appointment to Economic Development Advisory Board](#)

- h. Harvest Festival MOU Update
Presenter: Amy Shearin, Community Engagement Coordinator
[Harvest Festival MOU Update](#)

POTENTIAL ACTION: Adoption of Consent Agenda as Presented

4. ADMINISTRATIVE ITEMS

- a. Clayton 4U
• Parks and Amenities
Presenter: Nathanael Shelton, Communication Director

5. INTRODUCTIONS AND SPECIAL PRESENTATIONS

- a. National Community Planning Month Proclamation
Presenter: Council Member Archer to Present to Planning Department
[National Community Planning Month Proclamation](#)
- b. National Arts and Humanities Month Proclamation
Presenter: Council Member Williams to Present to Cultural Arts
[National Arts and Humanities Month Proclamation](#)
- c. Public Power Week Proclamation
Presenter: Mayor McLeod to Present to the Electric Department
[Public Power Week Proclamation](#)
- d. Fire Prevention Week Proclamation
Presenter: Mayor Pro Tem Sims to Present to Fire Department
[Fire Prevention Week Proclamation](#)

6. PUBLIC HEARINGS

- a. 2025-15-CZ, Gateway Drive Type 1 Conditional Rezoning
Presenter: Robert Tate, AICP, Senior Planner
[2025-15-CZ, Gateway Drive Type 1 Conditional Rezoning](#)

POTENTIAL ACTION: Adoption of Ordinance #2025-10-01 and
Consistency and Reasonableness Statement

7. QUASI-JUDICIAL HEARINGS

8. OLD BUSINESS

9. NEW BUSINESS

10. PUBLIC COMMENTS

11. STAFF REPORTS

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

Trails and Bridge Maintenance Update
Presenter: Brandon Carroll, Public Works Grounds Superintendent

12. OTHER BUSINESS

- a. Mayor and Council Comments

13. CLOSED SESSION

- a.
 - To Discuss Legal Matter in Accordance with NC GS 143-318.11 (a)(3)
 - To Discuss Purchasing of Real Property in Accordance with NC GS 143-318.11(a)(5)

POTENTIAL ACTION: Motion To Go Into Closed Session

POTENTIAL ACTION: Motion To Return To Open Session

14. ADJOURNMENT

- a. Adjourn

POTENTIAL ACTION: Motion To Adjourn

INFORMATION FOR THE PUBLIC

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.

7. QUASI-JUDICIAL HEARINGS

A quasi-judicial hearing resembles a court trial where testimony is presented. Citizens may give testimony in a quasi-judicial hearing after they have taken an oath. Town Council acts like a court of law and receives only sworn testimony and other credible evidence. In addition, the Town Council must make findings of fact based upon the evidence presented. The Town Council refrains from "ex parte communication" about these cases, as the Town Council must make a decision based solely on the evidence presented at the hearing itself. Staff is available to assist with inquiries from citizens.

11. OTHER BUSINESS – INFORMAL DISCUSSION & PUBLIC COMMENT

RULES FOR PERSONS ADDRESSING TOWN COUNCIL

- During public hearings and public comment periods, each speaker will identify him/herself by giving his or her name and place of residence.
- Each speaker will be limited to speaking one time on any topic. When you are finished speaking, please step away from the podium and be seated.
- Each speaker will be limited to three (3) minutes and each group's representative will be limited to a maximum of five (5) total minutes. Each group is encouraged to designate a single spokesperson for their group.



Town Council Regular Meeting Agenda Cover Sheet

Meeting Date

October 6, 2025

Agenda Location

CONSENT AGENDA

Item Title

Agreement for Infrastructure Improvement with RiverWILD for Construction of The Village at Parkview - Legend Park Drive

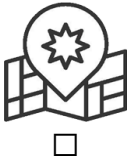
Presenter(s)

Christopher Gallant, Capital Program Manager

Suggested Action

Approval of Agreement - Approve Subject to Final Legal Review

Strategic Priorities Alignment



☐ Vibrant Downtown



☒ Desirable Amenities and Spaces



☒ Sustainable Infrastructure



☒ Mobility, Transportation, and Transit



☐ Diversified Economic Development



☐ Community Outreach and Engagement



☐ Public Safety

Public Hearing: No

If Approved, Will Document Require Recordation? No

Does This Item Require a Communication Plan?

- | | |
|--|--|
| ☐ Public Hearing (Required by GS) | ☐ Public Hearing (Not Required by GS) |
| ☐ Newspaper Notice (Required by GS) | ☐ Newspaper Notice (Not Required by GS) |
| ☐ Public Forum/Input Session | ☐ Press Release |
| ☐ E-News Distribution | ☐ Website |
| ☐ Social Media | ☐ Survey |
| ☐ Special Mailing | ☒ None Required |

Summary

With the completion of NCDEQ's Legend Park Site Remediation work, construction of Legend Park Drive & Encanto Way can proceed. RiverWild will mobilize to construct Encanto Way as part of the Parkview Subdivision project. In addition, RiverWild will construct Legend Park Drive under a Developers Agreement due to the benefits of proximity, adjacent connection needs, and economies of scale.

Corresponding Documentation

[Legend Park Dr Reconstuction Agmt\(13415910.3\) w Exhibits](#)

Submitted By: Chris Gallant, Engineering

Reviewed By:

Jonathan Ham, Engineering Director	Approved - Sep 29 2025
Courtney Tanner, Deputy Town Manager	Approved - Oct 01 2025
Rich Cappola, Town Manager	Approved - Oct 01 2025
Heidi Holland, Town Clerk	Approved - Oct 01 2025

NORTH CAROLINA
JOHNSTON COUNTY

COMPROMISE SETTLEMENT AGREEMENT FOR INFRASTRUCTURE IMPROVEMENT

THIS COMPROMISE SETTLEMENT AGREEMENT is made and entered into this _____ day of _____ 2025, by and between TOWN OF CLAYTON, a municipal corporation and body politic in Johnston County, North Carolina, herein referred to as “Town” and Village at ParkView, LLC (“VAP”), and Village at ParkView II, LLC (“VAP II”).

WITNESSETH

WHEREAS, the Town entered a performance guarantee agreement (the “PGA”) with City Road, LLC (“City Road”) for infrastructure improvements on Legend Park Drive and greenway in accordance with previously approved plats and construction plans as provided in Exhibit A (the improvements on Legend Park Drive and greenway are referred to herein as the “Project”); and

WHEREAS, VAP and VAP II provided a surety bond in the amount of \$177,950.00 for the Project as set forth in the attached Exhibit B (“Surety Bond”); and

WHEREAS, VAP and VAP II subsequently replaced the Surety Bond with a cash deposit (the “Cash Bond”) and the Town released the Surety Bond; and

WHEREAS, due to no fault of the Town, City Road, VAP, or VAP II, the Project has been delayed due to a state-funded clean-up initiative of pre-regulatory landfills by North Carolina Department of Environmental Quality (NCDEQ) under authority of the North Carolina Inactive Hazardous Sites Response Act; and

WHEREAS, due to the delay, the cost of the Project has increased; and

WHEREAS, the Town has agreed to pay the additional construction costs caused by the delay; and

WHEREAS, VAP has agreed to complete the Project pursuant to the terms of this Agreement.

NOW THEREFORE, it is specifically agreed by the parties as follows:

1. VAP will engage RiverWILD Construction, LLC (“Contractor”) to perform the activities necessary to complete the Project as more fully described in the estimate

attached hereto as Exhibit C (the "Estimate"). The Project shall be executed and completed in accordance with the plans and specifications previously approved by the Town as shown on Exhibit A. For the avoidance of doubt, the scope of the Project is limited to the items of work set forth in Exhibit C. By agreeing to complete the Project, VAP is not assuming, and specifically disclaims, any other obligations related to other scopes of work set forth in the plans and specifications in Exhibit A, which the parties agree are the responsibility of others.

2. Each month, VAP will submit an invoice to the Town for the work performed by Contractor. The Town shall pay for the construction costs as set out in the Estimate, less five percent (5%) retainage. The Town agrees to submit payment to the VAP within thirty (30) days of receipt of each invoice. Payments by the Town will be funded in part by the Town's release of the \$177,950 Cash Bond to VAP. Release of the Cash Bond shall be in addition to other amounts paid by the Town for construction costs. In total, VAP will receive up to \$377,950.00 in compensation for completing the Project, including release of the \$177,950.00 Cash Bond and \$200,000 of other additional compensation.
3. Immediately following the completion of the Project, the Town will make all final inspections to determine that the Project has been completed in accordance with the plans and specifications set forth in Exhibit A. Once the Town accepts the Project as complete, the Town will: 1) release any withheld retainage or other amounts due to VAP; and 2) cancel the PGA and release any amounts remaining in the Cash Bond to VAP. In consideration of VAP agreeing to complete the Project, VAP II hereby releases any and all rights or claims that it may have with respect to the Cash Bond or any other amounts paid to VAP in connection with this Agreement and agrees that the Cash Bond may be released directly to and shall be the sole property of VAP.
4. To the extent any changes are requested or made to the scope of work set forth in Exhibit C, or the Contractor encounters rock, unsuitable soils, or other subsurface conditions different than shown in Exhibit E or otherwise reasonably anticipated on the Town's property, the amount paid to VAP for the Project shall be equitably adjusted for necessary undercut and replacement of soil. Unsuitable soils encountered on Town's property can be identified and quantified by a geotechnical testing agency of Contractor's choice, for which the Town will pay additional fees pursuant to Exhibit D. The Town shall not be financially responsible for costs associated for delays caused by rock, unsuitable soils, or other subsurface conditions unless different than shown in Exhibit E or otherwise reasonably anticipated by the parties.
5. Except as set forth herein, the Town is not a party to any other contract with City Road, VAP, or VAP II and or Contractor related to the Project. The Town hereby releases City Road and VAP II of any obligations either may have related to the

Surety Bond, Cash Bond, PGA, or the Project. The Town releases any obligations VAP may have related to the Surety Bond, Cash Bond, PGA, or the Project, save and except for the obligations arising under this Agreement.

6. All notices, requests for payment, requests to modify the scope of work set forth in Exhibit A, and any other questions concerning the Work should be addressed as follows:

If to the Town: Town of Clayton
 111 E Second Street
 Clayton, NC 27520
 Attn: Town Manager
 Email: _____

If to the VAP: Reid Smith
 114 W Main St., Suite 102
 Clayton, NC 27520
 reid@staywild.com

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

7. VAP warrants that all work will be in accordance with the plans and specifications in Exhibit A. The Town shall be named as the beneficiary on any and all warranties for the Project.
8. As a condition of entering into this Agreement, VAP agrees to promptly provide to the Town all information and documentation that may be reasonably requested by the Town from time to time regarding the payment of contractors and subcontractors in connection with this Agreement.
9. VAP shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify), and shall require all of its subcontractors to do so as well.
10. VAP shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses in connection with its obligations under this Agreement.
11. This Agreement is entered into by and between the parties hereto for their exclusive benefit. The parties do not intend to create or establish by this Agreement any third- party beneficiary

status or rights, and no such third-party shall be entitled to enforce any right of obligation or enjoy any benefit created or established by this Agreement.

12. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.
13. This Agreement shall be enforced, interpreted and construed by and under the laws of the State of North Carolina.
14. This Agreement is the entire agreement between the parties with respect to its subject matter and there are no other representations, understandings or agreements between the parties relative to such subject matter. No amendment or modification to the Agreement shall be valid unless in writing and signed by both parties to this Agreement.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement and have hereunto set their seals this the ____ day of _____, 2025.

Village at ParkView, LLC

Signature

Print Name

Title

Date

Village at ParkView II, LLC

Signature

Print Name

Title

Date

TOWN OF CLAYTON

Signature

Print Name

Title

Date

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

By: _____
Robert McKie, Finance Office

Exhibit A

CONSTRUCTION DRAWINGS

FOR

THE VILLAGE AT PARKVIEW
PHASES 1-8 AND 9-16
IN
TOWN OF CLAYTON,
JOHNSTON COUNTY,
NORTH CAROLINA

WATER PERMIT NUMBER 19-01054
SEWER PERMIT NUMBER WQ0041377



VICINITY MAP
NTS

JOHNSTON COUNTY, NC
CLAYTON TOWN OF CLAYTON, NC
SUBDIVISION APPROVAL 2017-171-SD
GOODSON TRACT TOWNHOMES
GRANTED

On the date listed below, the Town Council for the Town of Clayton met and held an extraordinary hearing to consider the following application:

Applicant: Adams & Hodge Engineering
Property Location: Off City Road, South of Legend Park
Tax Parcel Number: 16609-06-4038 / 05R02020
Proposed Use: 04 Townhome Lots
Meeting Date: February 5, 2018

Having heard all the evidence and argument presented at the hearing, the Town Council finds that the application is complete, that the application complies with all of the applicable requirements of the Clayton Zoning Ordinance for the subdivisions proposed, and that, therefore, the application to subdivide the above-described property for the purposes indicated is hereby approved, subject to all applicable provisions of the Zoning Ordinance and the following conditions:

(1) The applicant shall complete the subdivision strictly in accordance with the plans submitted to and approved by this Board, a copy of which is filed in the Planning Department office.
(2) If any of the conditions affixed hereto or any part thereof shall be held invalid or void, then this approval shall be void and of no effect.
The Town Council imposed the following additional conditions of the Subdivision Approval:

- Following board approval, three copies of the final preliminary subdivision plan meeting the Conditions of Approval shall be submitted to the Planning Department for final approval. The conditions of approval shall be recorded on the plan before final approval is granted.
- All off-site roadway improvements shall be installed prior to the issuance of the first certificate of occupancy.
- The required curb-and-connecting to the south (including sidewalk) shall be constructed and maintained to the property line prior to issuance of a Certificate of Occupancy for the phase associated with the curb-and-connecting.
- All dead underdrains and ditches within designated open space shall be removed and these areas maintained by the Homeowners' Association.
- The Class "M" landscape buffer along City Road shall be installed prior to issuance of the first Certificate of Occupancy.
- All interior landscape details shall contain a minimum of one tree with a minimum caliper of 2.5", as required within 125.40(2)(2)(b)(1).
- The final plat and subsequent development of the site shall be consistent with the specifications of the approved preliminary subdivision plan. Modifications shall require additional approvals pursuant to Section 155.736 of the Unified Development Code.

IN WITNESS WHEREOF, the Town has caused this approval to be issued in its name.

TOWN OF CLAYTON
Judy L. McLeod
Mayor

ATTEST:
Kimberly A. Moffett, CMC, NCMC
Town Clerk

North Carolina
Johnston County

1. *Anna C. Aronoff*, Notary Public for said County and State, certify that Kimberly A. Moffett personally came before me this day and acknowledged that she is the Town Clerk of Clayton, a municipality, and that by authority duly given and as the act of the Town Council the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal, and attested by herself as its Town Clerk.

Witness my hand and official seal, this the 12th day of February, 2018

(DEAL)

Notary Public: *Anna C. Aronoff*
Anna C. Aronoff
My Commission expires March 8, 2020

WATER SYSTEM PROJECT SUMMARY:

- THERE ARE 103 TOWNHOME LOTS SERVED BY THIS WATER SYSTEM EXTENSION.
- THE LENGTHS AND SIZES OF WATER MAIN EXTENSIONS ARE AS FOLLOWS:
±862 LF OF 10" PVC (C-900 BLUE) MAIN
±1,900 LF OF 6" PVC (C-900 BLUE) MAIN
±215 LF OF 6" DIP MAIN
- THERE ARE 103 WATER SERVICES.

SEWER SYSTEM PROJECT SUMMARY:

- THERE ARE 103 TOWNHOME LOTS SERVED BY THIS GRAVITY SEWER SYSTEM EXTENSION.
- THE LENGTHS AND SIZES OF SEWER MAIN EXTENSIONS ARE AS FOLLOWS:
±506 LF OF 8" PVC (SDR-35 GREEN) MAIN
±554 LF OF 8" PVC (C-900 BLUE) MAIN
±1,126 LF OF 8" DIP (401 LINED) MAIN
- THERE ARE 103 SEWER SERVICES.

PUBLIC GREENWAY PROJECT SUMMARY:

- THERE ARE NO GREENWAY TRAILS AND/OR 10' CONCRETE SIDEWALKS TO BE INSTALLED IN THIS PROJECT.

STREET SUMMARY:

- LINEAR FOOTAGE OF PRIVATE STREET: ±2,625
- LINEAR FOOTAGE OF PUBLIC STREET: ±340

SIDEWALK SUMMARY:

- LINEAR FOOTAGE OF PRIVATE SIDEWALK: ±3,800

GENERAL PROJECT NOTES:

- ALL ACCESS TO OUTFALL WATER AND SEWER EASEMENTS SHALL HAVE A MAXIMUM SLOPE OF 4:1(H:V) AND A MAXIMUM CROSS SLOPE OF 4%.
- OWNERSHIP AND MAINTENANCE FOR PERMANENT STORM WATER FACILITIES TO BE IN ACCORDANCE WITH JOHNSTON COUNTY AND TOWN OF CLAYTON REQUIREMENTS.
- ALL 5' DIAMETER MANHOLES SHOWN IN PLANS SHALL REQUIRE AN EXTENDED BASE SECTION.
- ALL 4" SANITARY SEWER SERVICES EQUAL TO OR GREATER THAN 12' DEEP SHALL BE 4" 401 LINED DIP.
- ALL SANITARY SEWER MANHOLES ON THIS PROJECT ARE 4' DIA. UNLESS NOTED WITHIN THESE PLANS.
- ANY MANHOLE LOCATED OUTSIDE OF PAVED AREAS SHOULD EXTEND ABOVE GRADE APPROXIMATELY 1'-1.5'.
- ALL SIDEWALK AND INTERIOR STREET SECTIONS, EXCLUDING LEGEND PARK DRIVE ARE TO BE PRIVATELY MAINTAINED.
- BUILDING PERMIT WILL NEED TO BE SECURED FOR ALL MAILBOX KIOSKS AND DUMPSTER PADS WITH ENCLOSURES.
- RETAINING WALLS TALLER THAN 4' WILL REQUIRE A BUILDING PERMIT PRIOR TO CONSTRUCTION.

SHEET INDEX

SHEET TITLE	SHEET No.
EXISTING CONDITIONS.....	C1.01
SITE PLAN.....	C2.01
UTILITY PLAN.....	C3.01
EROSION CONTROL PLAN - STAGE 1.....	C4.01
EROSION CONTROL PLAN - STAGE 2.....	C4.02
EROSION CONTROL PLAN - HOMEBUILDERS.....	C4.03
GRADING AND DRAINAGE PLAN.....	C5.01
RETAINING WALL ELEVATIONS.....	C5.02
SCM DETAIL SHEET.....	C5.03
PLAN AND PROFILE LEGEND PARK DRIVE/ENCANTO WAY.....	C6.01
PLAN AND PROFILE PROSPECT DRIVE/OUTLOOK PLACE.....	C6.02
PLAN AND PROFILE PROSPECT DRIVE.....	C6.03
PLAN AND PROFILE ZION PLACE/SANITARY OUTFALL.....	C6.04
PLAN AND PROFILE STORM DRAIN OUTFALLS.....	C6.05
WATER DETAILS 1.....	DT1.01
SANITARY SEWER DETAILS 1.....	DT1.02
GENERAL DETAILS 1.....	DT1.03
EROSION CONTROL DETAILS 1.....	DT1.04
EROSION CONTROL DETAILS 2.....	DT1.05
EROSION CONTROL DETAILS 3.....	DT1.06
EROSION CONTROL DETAILS 4.....	DT1.07

DEVELOPER/APPLICANT:

SAM'S BRANCH, LLC
114 WEST MAIN STREET, SUITE 102
CLAYTON, NC 27520

CONTACT/AGENT: HARRISON SMITH
919-697-1101



REVISED
4/24/2020 11:34 AM

APPROVED FOR
CONSTRUCTION



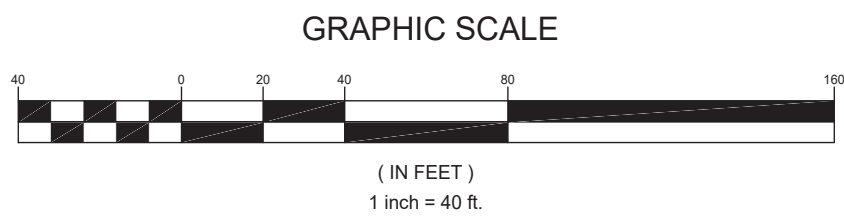
OCTOBER 24, 2019

OCTOBER 30, 2019 - REVISED PER JOHNSTON COUNTY EC COMMENTS
NOVEMBER 8, 2019 - REVISED PER JOHNSTON COUNTY EC COMMENTS
NOVEMBER 26, 2019 - REVISED PER TOWN OF CLAYTON COMMENTS
MARCH 12, 2020 - REVISED PER TOWN OF CLAYTON COMMENTS
MARCH 31, 2020 - REVISED PER TOWN OF CLAYTON COMMENTS
APRIL 17, 2020 - REVISED PER TOWN OF CLAYTON PUMP STATION ABANDONMENT PROJECT
APRIL 24, 2020 - REVISED PER TOWN OF CLAYTON COMMENTS

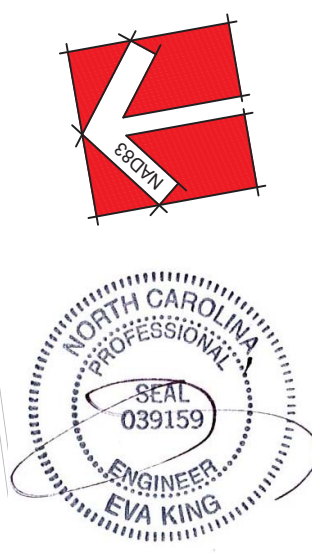
T.O.C. PROJECT: 2017-171-SD



SOURCES OF INFORMATION:
1. EXISTING SURVEY OF SITE PROVIDED BY GREENBROOK SURVEYING, P.C., GARNER, NC, DATED 3/7/2018 AND CHANDLER LAND SURVEYING, GARNER, NC DATED 01/07/2019.
2. EXISTING LIDAR CONTOURS OUTSIDE OF SITE FROM JOHNSTON COUNTY GIS DATED 2017.
3. EXISTING PARKVIEW DATA ON WEST SIDE OF CITY ROAD FROM ADAMS & HODGE ENGINEERING, PC.
4. EXISTING CITY ROAD WIDENING DATA FROM ADAMS & HODGE ENGINEERING, PC.
5. EXISTING LIMITS OF WASTE FROM DRAWING TITLED "WASTE DISPOSAL BOUNDARY DELINEATION" BY CDM SMITH, INC., DATED MAY 30, 2018.
6. PROPOSED 10' GREENWAY TRAIL IS SHOWN IN APPROXIMATE LOCATION ON SHEET C2.01 BASED ON A PLAN SHEET WITH NO KNOWN ENGINEER AS FORWARDED BY DAVID DEYOUNG (TOWN OF CLAYTON) IN AN EMAIL DATED 9/19/18. THIS GREENWAY TRAIL IS DESIGNED BY OTHERS AND IS NOT TO BE CONSTRUCTED UNDER THIS PROJECT.



REVISED
3/17/2020 8:14 AM
APPROVED FOR
CONSTRUCTION



DESIGN: EK
DRAWN: JTH
CHECKED: AWH
HORIZONTAL SCALE: SEE GRAPHIC SCALE
VERTICAL SCALE: N/A
DATE: 10/24/2019
JOB NO.:
SHEET: C1.01

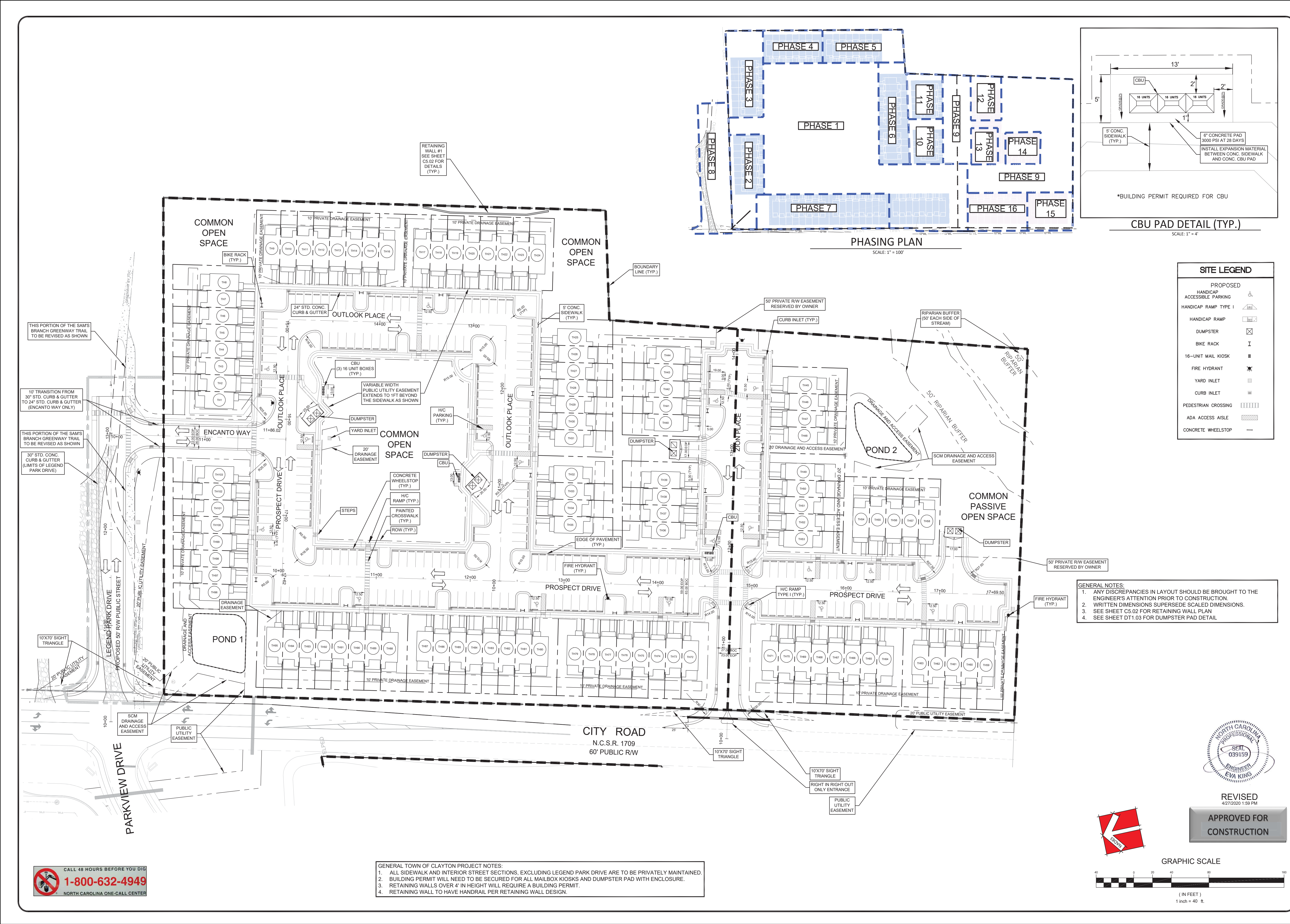
THE VILLAGE AT PARKVIEW
PHASES 1-8 & 9-16
TOWN OF CLAYTON, JOHNSTON COUNTY, NORTH CAROLINA
EXISTING
CONDITIONS AND
DEMOLITION PLAN



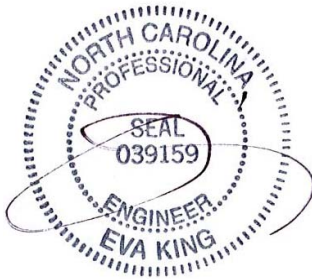
ADAMS & HODGE
ENGINEERING, PC

314 EAST MAIN STREET
CLAYTON, NC 27520
info@adamsandhodge.com
919-243-1332
FIRM # C-1187

REVISIONS:
1. 2019.03.15: PER ADAMS & HODGE
2. 2019.03.15: PER ADAMS & HODGE
3. 2019.03.15: PER ADAMS & HODGE
4. 2019.03.15: PER ADAMS & HODGE
5. 2019.03.15: PER ADAMS & HODGE
6. 2019.03.15: PER ADAMS & HODGE
7. 2019.03.15: PER ADAMS & HODGE
8. 2019.03.15: PER ADAMS & HODGE
9. 2019.03.15: PER ADAMS & HODGE
10. 2019.03.15: PER ADAMS & HODGE



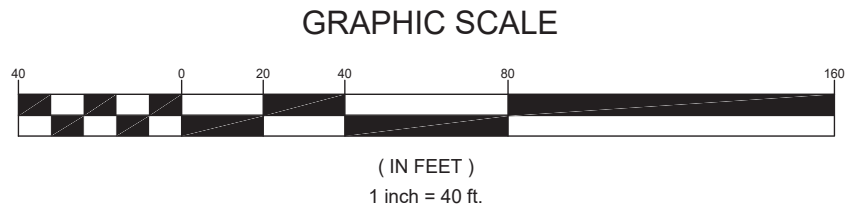
LEGEND	
PROPOSED	8" W/L
BLOWOFF	
HYDRANT	
VALVE	
REDUCER	
METER	
SEWERLINE	SS
SANITARY MANHOLE	
SANITARY CLEANOUT	
STORM DRAINAGE	
CATCH BASIN	
DROP INLET/YARD INLET	



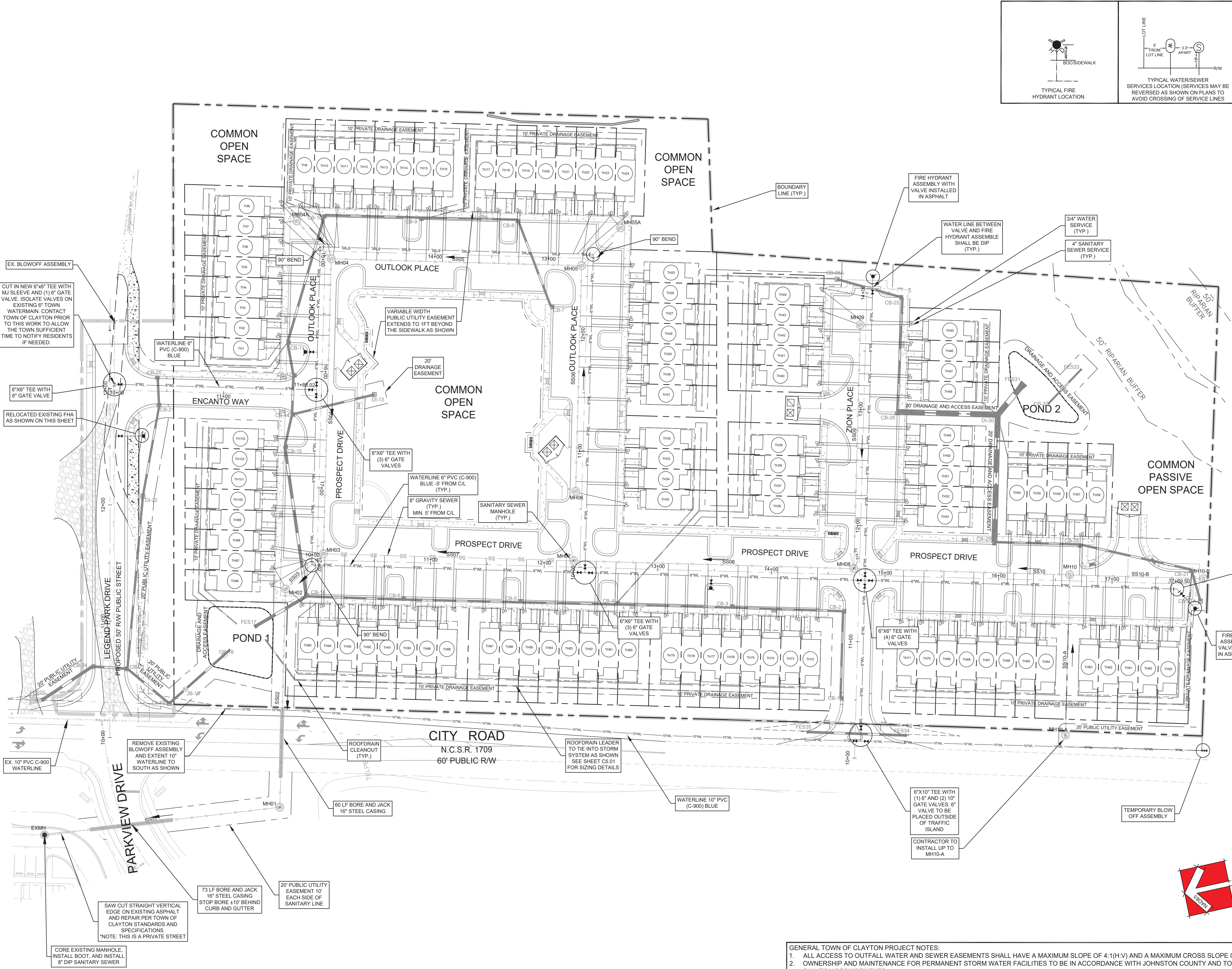
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4/27/2020 2:03 PM

APPROVED FOR
CONSTRUCTION

- GENERAL NOTES:**
1. ALL ACCESS TO OUTFALL WATER AND SEWER EASEMENTS SHALL HAVE A MAXIMUM SLOPE OF 4:1 (H:V) AND A MAXIMUM CROSS SLOPE OF 4%.
 2. ANY DISCREPANCIES IN LAYOUT SHOULD BE BROUGHT TO THE ENGINEER'S ATTENTION PRIOR TO CONSTRUCTION.
 3. WRITTEN DIMENSIONS SUPERSEDE SCALED DIMENSIONS.
 4. ALL MATERIALS, INSTALLATION, TESTING & INSPECTION OF WATER UTILITIES TO MEET CURRENT TOWN OF CLAYTON STANDARDS SPECIFICATIONS.
 5. ALL LOTS TO BE SERVED BY PUBLIC WATER AND PUBLIC SEWER.
 6. FIRE HYDRANTS TO BE INSTALLED AT LOCATIONS AS SHOWN ON PLANS.
 7. WHERE WATERLINES CROSSES:
 - 7.1. STORM SEWER: WHERE WATERLINE CROSSES ABOVE MAINTAIN 1' VERTICAL SEPARATION. WHERE WATERLINE CROSSES BELOW MAINTAIN 2' VERTICAL SEPARATION. ALSO THE WATERLINE SHALL BE CLASS 50 DUCTILE IRON PIPE FOR A MINIMUM 10' EACH SIDE OF CROSSING.
 - 7.2. SANITARY SEWER: WHERE WATERLINE CROSSES ABOVE MAINTAIN 2' VERTICAL SEPARATION AND WHEN WATERLINE CROSSES BELOW, BOTH WATER LINE AND SEWER LINE SHALL BE DIP FOR 10' EACH SIDE OF CROSSING.
 8. EACH CONTRACTOR PERFORMING EXCAVATIONS OR UNDERGROUND WORK SHALL BE RESPONSIBLE FOR THE LOCATION OF ANY EXISTING UTILITIES IN THE AREA OF THEIR WORK. NOTIFY THE UTILITY LOCATOR SERVICE (1-800-832-4049) AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION IN ORDER THAT EXISTING UTILITIES IN THE AREA MAY BE FLAGGED, MARKED, OR STAKED. CONTRACTOR SHALL USE ALL CARE NECESSARY WHEN WORKING IN AREAS KNOWN OR SUSPECTED TO CONTAIN UNDERGROUND UTILITIES, INCLUDING HAND DIGGING.
 9. THE CONTRACTOR IS RESPONSIBLE FOR RELOCATING ANY EXISTING UTILITIES THAT CONFLICT WITH THE PROPOSED CONSTRUCTION. IN ADDITION, THE CONTRACTOR IS RESPONSIBLE FOR REPAIR AND REPLACEMENT OF ANY UTILITIES, CURB & GUTTER, PAVEMENT, ETC. THAT MAY BE DAMAGED DURING CONSTRUCTION. DAMAGED ITEMS SHALL BE REPAIRED TO AT LEAST THE QUALITY OF THE ORIGINAL WORKMANSHIP AT NO ADDITIONAL COST TO THE OWNER. THE CONTRACTOR SHALL FIELD VERIFY DEPTH OF EXISTING UTILITIES AND RELOCATE IF PROPOSED GRADING CAUSES UTILITY COVER TO BE LESS THAN MINIMUM REQUIRED.
 10. WATERLINE IS TO BE INSTALLED FOLLOWING MANUFACTURER'S RECOMMENDATIONS. WHEN THE PROPOSED LAYOUT OF THE WATERMAIN EXCEEDS THE ALLOWED DEFLECTION, APPROPRIATE SIZE AND DEGREE OF MJ ELBOWS SHALL BE INSTALLED. EXAMPLES INCLUDE BUT ARE NOT LIMITED TOO SHARP CURVES, CUL-DE-SACS, UNDER STORM DRAIN, UNDER DRAINAGE WAYS, ETC. BOWED WATERMANS WILL NOT BE ACCEPTED.
 11. ALL WATER MAIN BETWEEN VALVE AND FIRE HYDRANT ASSEMBLY SHALL BE DIP.



- GENERAL TOWN OF CLAYTON PROJECT NOTES:**
1. ALL ACCESS TO OUTFALL WATER AND SEWER EASEMENTS SHALL HAVE A MAXIMUM SLOPE OF 4:1 (H:V) AND A MAXIMUM CROSS SLOPE OF 4%.
 2. OWNERSHIP AND MAINTENANCE FOR PERMANENT STORM WATER FACILITIES TO BE IN ACCORDANCE WITH JOHNSTON COUNTY AND TOWN OF CLAYTON REQUIREMENTS.
 3. ALL 5' DIAMETER MANHOLES SHOWN IN PLANS SHALL REQUIRE AN EXTENDED BASE SECTION.
 4. ALL 4" SANITARY SEWER SERVICES EQUAL TO OR GREATER THAN 12" DEEP SHALL BE 4" 401 LINED DIP.
 5. ALL SANITARY SEWER MANHOLES ON THIS PROJECT ARE 4' DIA. UNLESS NOTED WITHIN THESE PLANS.
 6. ANY MANHOLE LOCATED OUTSIDE OF PAVED AREAS SHOULD EXTEND ABOVE GRADE APPROXIMATELY 1'-1.5'



EX BLOWOFF ASSEMBLY
CUT IN NEW 6"x8" TEE WITH MJ SLEEVE AND (1) 6" GATE VALVE. ISOLATE VALVES ON EXISTING 6" TOWN WATERMAIN. CONTACT TOWN OF CLAYTON PRIOR TO THIS WORK TO ALLOW THE TOWN SUFFICIENT TIME TO NOTIFY RESIDENTS IF NEEDED.

6"x8" TEE WITH 6" GATE VALVE
RELOCATED EXISTING FHA AS SHOWN ON THIS SHEET

REMOVE EXISTING BLOWOFF ASSEMBLY AND EXTEND 10" WATERLINE TO SOUTH AS SHOWN
SAW CUT STRAIGHT VERTICAL EDGE ON EXISTING ASPHALT AND REPAIR PER TOWN OF CLAYTON STANDARDS AND SPECIFICATIONS.
*NOTE: THIS IS A PRIVATE STREET

CORE EXISTING MANHOLE, INSTALL BOOT, AND INSTALL 8" DIP SANITARY SEWER

73 LF BORE AND JACK 16" STEEL CASING STOP BORE ±10' BEHIND CURB AND GUTTER

20' PUBLIC UTILITY EASEMENT 10' EACH SIDE OF SANITARY LINE

ROOFDRAIN CLEANOUT (TYP.)

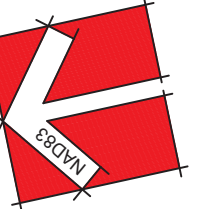
ROOFDRAIN LEADER TO TIE INTO STORM SYSTEM AS SHOWN SEE SHEET CS-01 FOR SIZING DETAILS

WATERLINE 10" PVC (C-900) BLUE

6"x10" TEE WITH (1) 6" AND (2) 10" GATE VALVES. 6" VALVE TO BE PLACED OUTSIDE OF TRAFFIC ISLAND

CONTRACTOR TO INSTALL UP TO MH10-A

TEMPORARY BLOW OFF ASSEMBLY



314 EAST MAIN STREET
CLAYTON, NC 27520
info@adamsandhodge.com
919-243-1332
FROM # C-1187

ADAMS & HODGE
ENGINEERING, PC

THE VILLAGE AT PARKVIEW
PHASES 1-8 & 9-16
TOWN OF CLAYTON, JOHNSTON COUNTY, NORTH CAROLINA

UTILITY PLAN

DESIGN: EK
DRAWN: JTH
CHECKED: AWV
HORIZONTAL SCALE: SEE GRAPHIC SCALE
VERTICAL SCALE: SEE GRAPHIC SCALE
DATE: 10/24/2019
JOB NO.:
SHEET:

C3.01

Village at Parkview - Town of Clayton - Skimmer Basin Dimensions							
SB#	WIDTH (FT)	LENGTH (FT)	DEPTH (FT)	WEIR (FT)	SKIMMER (IN)	ORIFICE (IN)	DEWATERING (DAYS)
1	SEE PLANS	SEE PLANS	3.5	4	1.5	0.75	2.55
2	18	36	3.5	8	2	0.5	4.97
3	SEE PLANS	SEE PLANS	3.5	4	3	1	3.03

NOTE: WEIRS SHALL BE INSTALLED LOWER THAN THE BASIN INLET

DITCH LINER TABLE	
DITCH	MATERIAL
TD 1	STRAW WITH NETTING
TD 2	STRAW WITH NETTING
TD 3	STRAW WITH NETTING
TD 4	STRAW WITH NETTING
TD 5	STRAW WITH NETTING
TD 6	NAG C350

- EROSION CONTROL SEQUENCE OF CONSTRUCTION**
1. OBTAIN GRADING PERMIT.
 2. THIS PROJECT IS DIVIDED INTO TWO STAGES. STAGE 1 EROSION CONTROL - CLEARING & GRUBBING SITE. STAGE 2 EROSION CONTROL - SITE GRADING AND CONSTRUCTION.
 3. BEFORE BEGINNING ANY LAND DISTURBING ACTIVITY THE CONTRACTOR SHALL CONTACT JOHNSTON COUNTY UTILITIES, (919-938-4717) TO SET UP AND ATTEND A PRE-CONSTRUCTION MEETING.
 4. BEGIN STAGE 1 EROSION CONTROL.
 5. INSTALL TEMPORARY GRAVEL CONSTRUCTION ENTRANCE, SILT FENCING, TEMPORARY DIVERSIONS, WIRE & WASHED STONE OUTLETS IN SILT FENCE AND SKIMMER BASINS AS SHOWN ON THE APPROVED PLAN. **CLEAR ONLY AS NECESSARY TO INSTALL THESE DEVICES. SEED AND MULCH TEMPORARY DIVERSIONS IMMEDIATELY.**
 6. CALL JOHNSTON COUNTY UTILITIES FOR ON-SITE INSPECTION AND CERTIFICATE OF COMPLIANCE. (SEE NOTE 3.)
 7. BEGIN STAGE 2 EROSION CONTROL.
 8. BEGIN TO CLEAR AND GRUB SITE. DURING THE INITIAL CLEARING AND ROUGH GRADING STAGE, ENSURE THAT STORMWATER IS ROUTED TO EXISTING BASINS UNTIL THE PROPOSED DRAINAGE PATTERNS ARE ESTABLISHED. MAINTAIN DEVICES AS NEEDED.
 9. ANY SLOPE GREATER THAN A 3:1 SLOPE MUST BE STABILIZED WITH EROSION CONTROL MATTING.
 10. SITE CONTRACTOR TO INSTALL ROOF DRAIN PIPES (SIZED ON SHEET CS.01) ALONG WITH STORMWATER PIPES TO ALLOW HOME BUILDERS TO CONNECT ROOF DRAIN LEADERS DURING THE FINAL HOME BUILDER STAGE.
 11. GROUND COVER MUST BE APPLIED TO DISTURBED AREAS ACCORDING TO THE "GROUND STABILIZATION" TABLE ON SHEET D1.06 (PER THE NEW STORMWATER RULES). STABILIZE SITE AS AREAS ARE BROUGHT UP TO GRADE WITH VEGETATION, PAVING, DITCH LININGS, ETC.
 12. WHEN MATERIAL IN CONCRETE WASHOUT REACHES APPROXIMATE HEIGHT OF THE HAY BALES, CONTRACTOR SHALL REMOVE MATERIAL FROM CONCRETE WASHOUT AND DISPOSE OF IT AT AN APPROVED LANDFILL. CONCRETE WASHOUT SHALL THEN BE RESTORED TO CONDITIONS PER DETAIL.
 13. CONTRACTOR SHALL USE THE SELF-INSPECTION PROGRAM AS DETAILED ON SHEET D1.06 ON A WEEKLY BASIS.
 14. WHEN CONSTRUCTION IS COMPLETE AND ALL AREAS ARE PERMANENTLY STABILIZED COMPLETELY WITH THICK VEGETATION, CALL FOR INSPECTION (SEE NOTE #9 ABOVE).
 15. SKIMMER BASINS MAY ONLY BE CONVERTED TO DRY DETENTION BASINS ONCE APPROVED BY JOHNSTON COUNTY.
 16. ONCE SITE IS APPROVED, REMOVE SILT FENCING, REMOVE TEMPORARY DIVERSIONS, THEN SEED & MULCH OR PAVE ANY RESULTING BARE AREAS. ALL REMAINING PERMANENT EROSION CONTROL DEVICES SUCH AS VELOCITY DISSIPATORS SHOULD BE INSTALLED NOW. REMOVE SILT, BAFFLES, SKIMMER THEN SHAPE & SIZE PONDS TO APPROVED DIMENSIONS. INSTALL OUTLET PIPE AS SHOWN ON THESE PLANS.
 17. SEE DRY DETENTION BASIN CONSTRUCTION SEQUENCE ON SHEET CS.03.
 18. WHEN THICK VEGETATION HAS BECOME PERMANENTLY ESTABLISHED, CALL FOR FINAL SITE INSPECTION (SEE NOTE #3 ABOVE).

DISTURBED AREA = 10.02 AC



FOR GRAPHIC PURPOSES SILT FENCE AND LIMITS OF DISTURBANCE ARE SHOWN SEPARATED. SILT FENCE IS TO BE INSTALLED AT THE ACTUAL LIMITS OF DISTURBANCE.

THIS SHEET IS FOR GRADING AND EROSION CONTROL PURPOSES ONLY. DO NOT USE THIS SHEET FOR STORM DRAIN INSTALLATION.

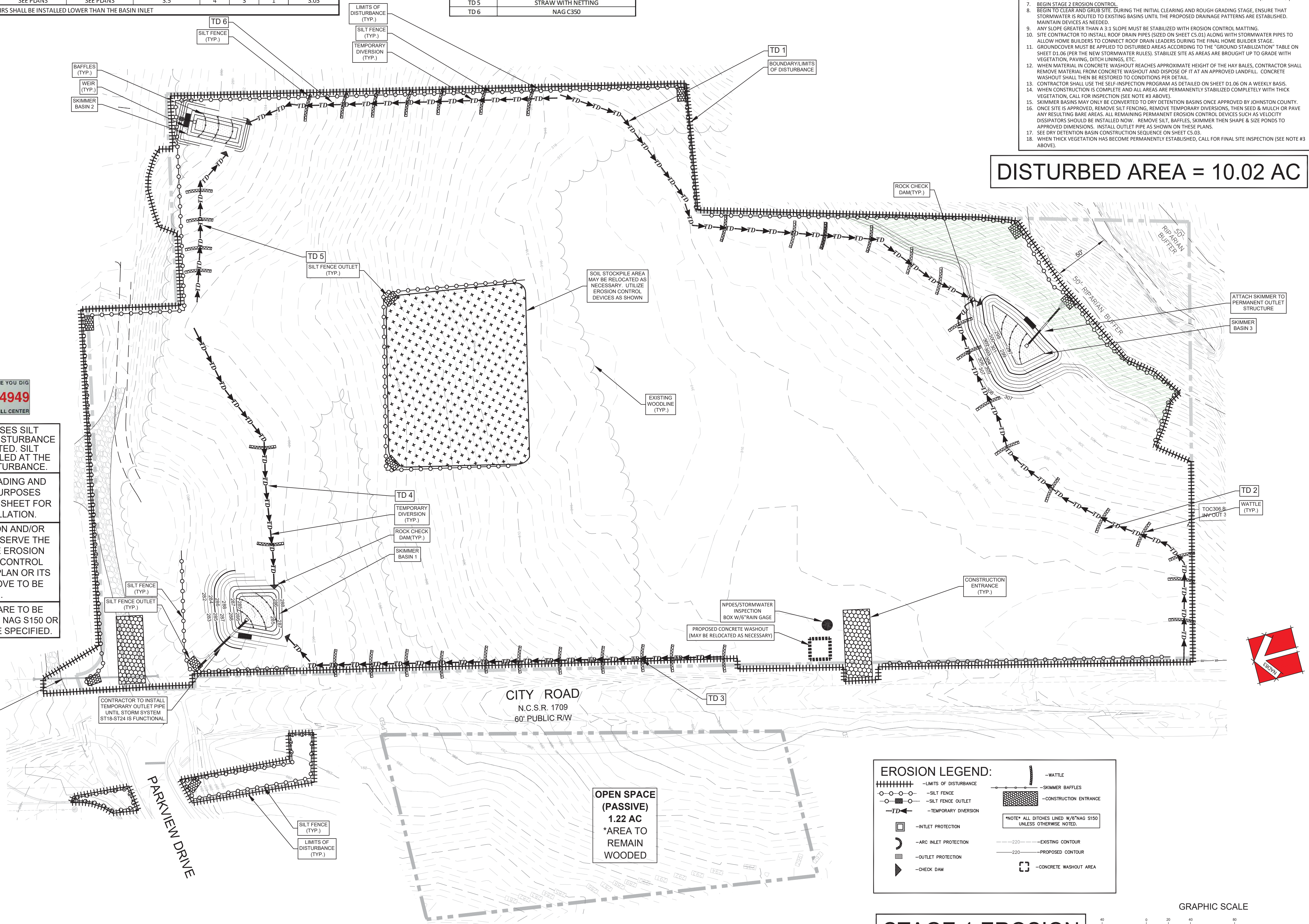
THE TOWN OF CLAYTON AND/OR JOHNSTON COUNTY RESERVE THE RIGHT TO MODIFY THE EROSION AND SEDIMENTATION CONTROL PLAN IF THE EXISTING PLAN OR ITS IMPLEMENTATION PROVE TO BE INADEQUATE.

ALL DITCHES/SWALES ARE TO BE IMMEDIATELY LINED USING NAG S150 OR SOD UNLESS OTHERWISE SPECIFIED.



REVISED
4/27/2020 6:52 PM

APPROVED FOR
CONSTRUCTION

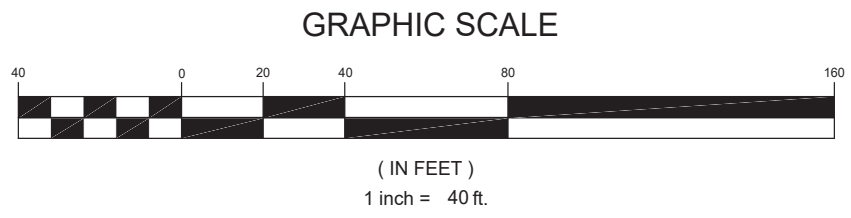


EROSION LEGEND:

=====	-LIMITS OF DISTURBANCE		-WATTLE
○-○-○-○	-SILT FENCE	=====	-SKIMMER BAFFLES
○-○-○-○	-SILT FENCE OUTLET	=====	-CONSTRUCTION ENTRANCE
--->---	-TEMPORARY DIVERSION	=====	-CONCRETE WASHOUT AREA
□	-INLET PROTECTION	-----	-EXISTING CONTOUR
⌋	-ARC INLET PROTECTION	-----	-PROPOSED CONTOUR
■	-OUTLET PROTECTION		
▲	-CHECK DAM		

*NOTE: ALL DITCHES LINED W/ NAG S150 UNLESS OTHERWISE NOTED.

STAGE 1 EROSION



314 EAST MAIN STREET
CLAYTON, NC 27520
info@adamsandhodge.com
919-243-1332
FIRM # C-1187

ADAMS & HODGE
ENGINEERING, PC

THE VILLAGE AT PARKVIEW
PHASES 1-8 & 9-16
TOWN OF CLAYTON, JOHNSTON COUNTY, NORTH CAROLINA

EROSION CONTROL
PLAN - STAGE 1

DESIGN: EK
DRAWN: JTH
CHECKED: AHV
HORIZONTAL SCALE: SEE GRAPHIC SCALE
VERTICAL SCALE: V/A
DATE: 08/13/2018
JOB NO.: AH-
SHEET: C4.01

Village at Parkview - Town of Clayton - Skimmer Basin Dimensions

SB#	WIDTH (FT)	LENGTH (FT)	DEPTH (FT)	WEIR (FT)	SKIMMER (IN)	ORIFICE (IN)	DEWATERING (DAYS)
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Village at Parkview 1-8 & 9-16 - Town of Clayton - Outlet Protection

Outlet #	Q10 (cfs)	V10 (fps)	d50 (in)	Pipe Dia (in)	Tailwater (ft)	dmax (in)	Thickness (in)	Length (ft)	Width (ft)	Rip Rap (Class)	Calc. Method
FES17	12.99	6.03	8	24	Minimum	12	18	16	18	B	NCDENR
FES25	7.21	4.88	5	24	Minimum	7.5	11.25	13	15	B	NCDENR
FES31	7.04	4.65	10	48	Minimum	15	22.5	22	26	B	NCDENR
FES33	1.98	4.02	3	12	Minimum	4.5	6.75	6	7	B	NCDENR

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Village at Parkview - Town of Clayton - Skimmer Basin Dimensions							
SB#	WIDTH (FT)	LENGTH (FT)	DEPTH (FT)	WEIR (FT)	SKIMMER (IN)	ORIFICE (IN)	DEWATERING (DAYS)
1	SEE PLANS	SEE PLANS	3.5	4	1.5	0.75	2.55
2	18	36	3.5	8	2	0.5	4.97
3	SEE PLANS	SEE PLANS	3.5	4	3	1	3.03

NOTE: WEIRS SHALL BE INSTALLED LOWER THAN THE BASIN INLET

Village at Parkview 1-8 & 9-16 - Town of Clayton - Outlet Protection											
Outlet #	Q10 (cfs)	V10 (fps)	d50 (in)	Pipe Dia (in)	Tailwater (in)	dmax (in)	Thickness (in)	Length (ft)	Width (ft)	Rip Rap (Class)	Calc. Method
FES17	12.99	6.03	8	24	Minimum	12	18	16	18	B	NCDENR
FES25	7.21	4.88	5	24	Minimum	7.5	11.25	13	15	B	NCDENR
FES31	7.04	4.65	10	48	Minimum	15	22.5	22	26	B	NCDENR
FES33	1.98	4.02	3	12	Minimum	4.5	6.75	6	7	B	NCDENR

- EROSION CONTROL SEQUENCE OF CONSTRUCTION**
- OBTAIN GRADING PERMIT.
 - THIS PROJECT IS DIVIDED INTO TWO STAGES. STAGE 1 EROSION CONTROL - CLEARING & GRUBBING SITE. STAGE 2 EROSION CONTROL - SITE GRADING AND CONSTRUCTION.
 - BEFORE BEGINNING ANY LAND DISTURBING ACTIVITY THE CONTRACTOR SHALL CONTACT JOHNSTON COUNTY UTILITIES, (919-938-4717) TO SET UP AND ATTEND A PRE-CONSTRUCTION MEETING.
 - BEGIN STAGE 1 EROSION CONTROL.
 - INSTALL TEMPORARY GRAVEL CONSTRUCTION ENTRANCE, SILT FENCING, TEMPORARY DIVERSIONS, WIRE & WASHED STONE OUTLETS IN SILT FENCE AND SKIMMER BASINS AS SHOWN ON THE APPROVED PLAN. **CLEAR ONLY AS NECESSARY TO INSTALL THESE DEVICES. SEED AND MULCH TEMPORARY DIVERSIONS IMMEDIATELY.**
 - CALL JOHNSTON COUNTY UTILITIES FOR ON SITE INSPECTION AND CERTIFICATE OF COMPLIANCE. (SEE NOTE 3.)
 - BEGIN STAGE 2 EROSION CONTROL.
 - BEGIN TO CLEAR AND GRUB SITE. DURING THE INITIAL CLEARING AND ROUGH GRADING STAGE, ENSURE THAT STORMWATER IS ROUTED TO EXISTING BASINS UNTIL THE PROPOSED DRAINAGE PATTERNS ARE ESTABLISHED. MAINTAIN DEVICES AS NEEDED.
 - ANY SLOPE GREATER THAN A 3:1 SLOPE MUST BE STABILIZED WITH EROSION CONTROL MATTING.
 - SITE CONTRACTOR TO INSTALL ROOF DRAIN PIPES (SIZED ON SHEET C5.01) ALONG WITH STORMWATER PIPES TO ALLOW HOME BUILDERS TO CONNECT ROOF DRAIN LEADERS DURING THE FINAL HOME BUILDER STAGE.
 - GROUND COVER MUST BE APPLIED TO DISTURBED AREAS ACCORDING TO THE "GROUND STABILIZATION" TABLE ON SHEET D1.06 (PER THE NEW STORMWATER RULES). STABILIZE SITE AS AREAS ARE BROUGHT UP TO GRADE WITH VEGETATION, PAVING, DITCH LININGS, ETC.
 - WHEN MATERIAL IN CONCRETE WASHOUT REACHES APPROXIMATE HEIGHT OF THE HAY BALES, CONTRACTOR SHALL REMOVE MATERIAL FROM CONCRETE WASHOUT AND DISPOSE OF IT AT AN APPROVED LANDFILL. CONCRETE WASHOUT SHALL THEN BE RESTORED TO CONDITIONS PER DETAIL.
 - CONTRACTOR SHALL USE THE SELF-INSPECTION PROGRAM AS DETAILED ON SHEET D1.06 ON A WEEKLY BASIS.
 - WHEN CONSTRUCTION IS COMPLETE AND ALL AREAS ARE PERMANENTLY STABILIZED COMPLETELY WITH THICK VEGETATION, CALL FOR INSPECTION (SEE NOTE #3 ABOVE).
 - SKIMMER BASINS MAY ONLY BE CONVERTED TO DRY DETENTION BASINS ONCE APPROVED BY JOHNSTON COUNTY.
 - ONCE SITE IS APPROVED, REMOVE SILT FENCING, REMOVE TEMPORARY DIVERSIONS, THEN SEED & MULCH OR PAVE ANY RESULTING BARE AREAS. ALL REMAINING PERMANENT EROSION CONTROL DEVICES SUCH AS VELOCITY DISSIPATORS SHOULD BE INSTALLED NOW. REMOVE SILT Baffles, SKIMMER THEN SHAPE & SIZE PONDS TO APPROVED DIMENSIONS. INSTALL OUTLET PIPE AS SHOWN ON THESE PLANS.
 - SEE DRY DETENTION BASIN CONSTRUCTION SEQUENCE ON SHEET C5.03.
 - WHEN THICK VEGETATION HAS BECOME PERMANENTLY ESTABLISHED, CALL FOR FINAL SITE INSPECTION (SEE NOTE #3 ABOVE).

DISTURBED AREA = 10.02 AC



FOR GRAPHIC PURPOSES SILT FENCE AND LIMITS OF DISTURBANCE ARE SHOWN SEPARATED. SILT FENCE IS TO BE INSTALLED AT THE ACTUAL LIMITS OF DISTURBANCE.

THIS SHEET IS FOR GRADING AND EROSION CONTROL PURPOSES ONLY. DO NOT USE THIS SHEET FOR STORM DRAIN INSTALLATION.

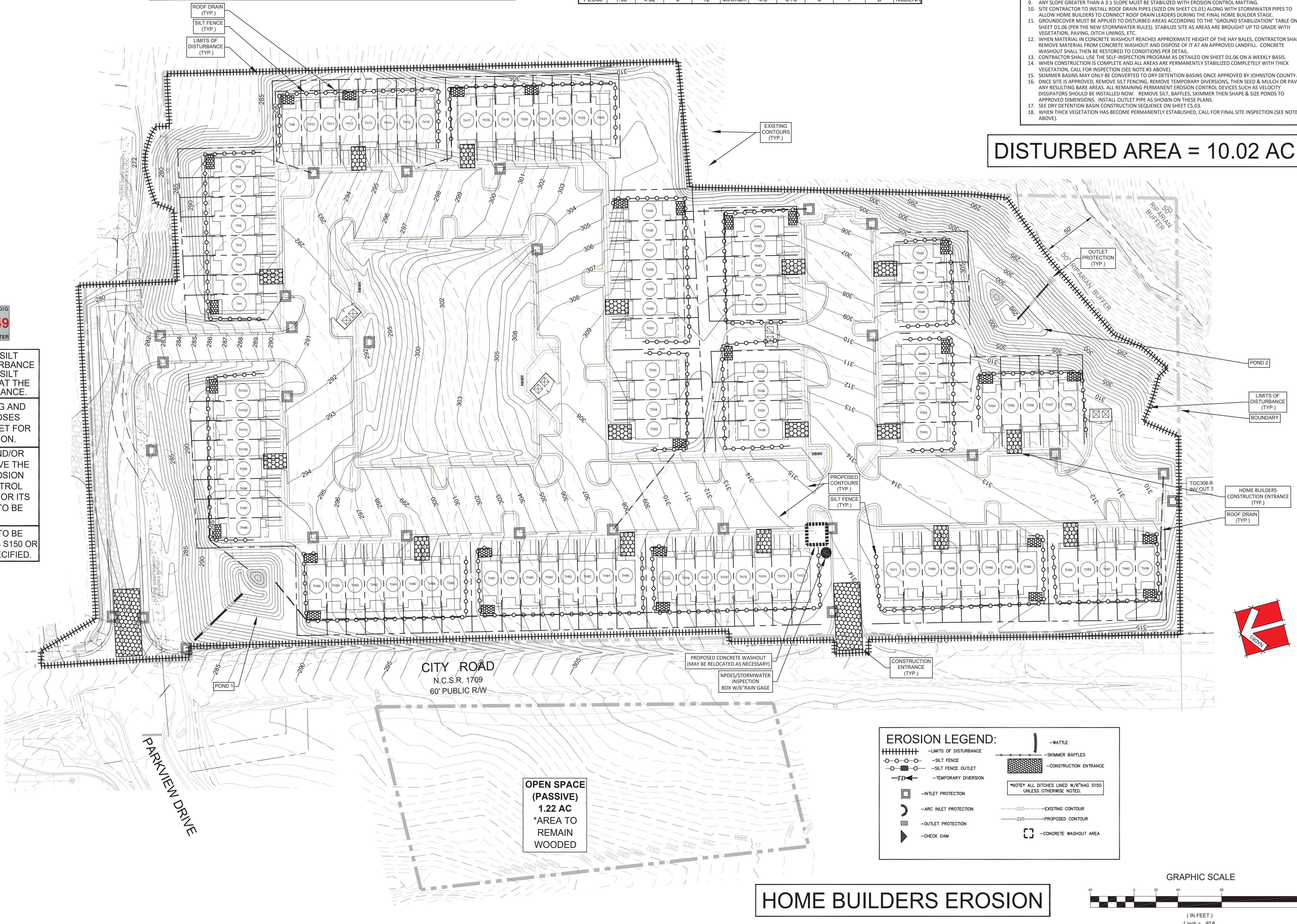
THE TOWN OF CLAYTON AND/OR JOHNSTON COUNTY RESERVE THE RIGHT TO MODIFY THE EROSION AND SEDIMENTATION CONTROL PLAN IF THE EXISTING PLAN OR ITS IMPLEMENTATION PROVE TO BE INADEQUATE.

ALL DITCHES/SWALES ARE TO BE IMMEDIATELY LINED USING NAG S150 OR SOD UNLESS OTHERWISE SPECIFIED.



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APPROVED FOR
CONSTRUCTION

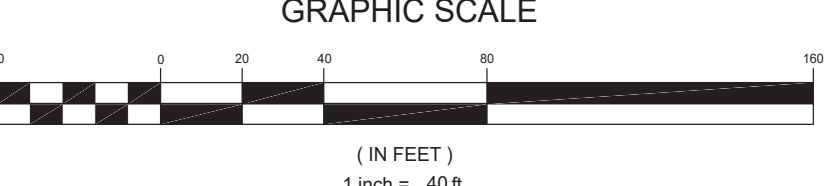


EROSION LEGEND:

- LIMITS OF DISTURBANCE
- SILT FENCE
- SILT FENCE OUTLET
- TEMPORARY DIVERSION
- INLET PROTECTION
- ARC INLET PROTECTION
- OUTLET PROTECTION
- CHECK DAM
- WATTLE
- SKIMMER Baffles
- CONSTRUCTION ENTRANCE

NOTE: ALL DITCHES LINED W/6" NAG S150 UNLESS OTHERWISE NOTED.

EXISTING CONTOUR
PROPOSED CONTOUR
CONCRETE WASHOUT AREA



314 EAST MAIN STREET
CLAYTON, NC 27520
info@adamsandhodge.com
919-243-1332
FAX # C-1187

ADAMS & HODGE
ENGINEERING, PC

A&H

THE VILLAGE AT PARKVIEW
PHASES 1-8 & 9-16
TOWN OF CLAYTON, JOHNSTON COUNTY, NORTH CAROLINA

EROSION CONTROL
PLAN - HOME BUILDER

DESIGN: EK
DRAWN: JTH
CHECKED: AHV
HORIZONTAL SCALE: SEE GRAPHIC SCALE
VERTICAL SCALE: N/A
DATE: 08/13/2018
JOB NO.: AH-
SHEET: C4.03

NOTE REGARDING INSTALLATION OF PIPE SYSTEM ST-05 THROUGH ST-24:
CONSTRUCTION OF LEGEND PARK DRIVE IS EXPECTED TO BE DELAYED
DUE TO REQUIRED WASTE CLEAN UP WORK TO BE COMPLETED BY TOWN
OF CLAYTON.
IF LEGEND PARK DRIVE CANNOT BE INSTALLED AT THE TIME POND 1 WILL
BE INSTALLED, CONTRACTOR IS TO FOLLOW THESE STEPS.
1) INSTALL PIPE ST-05 AS DESIGNED PLUS ADD A TEMPORARY
LENGTH OF 38 LF TO ALLOW FOR GRAVITY FLOW TOWARDS
EXISTING DRIVEWAY PIPE ALONG CITY ROAD.
2) STABILIZED GROUND AT OUTFALL LOCATION WITH NAG
VMAx® SC250® PERMANENT TURF REINFORCEMENT MAT OR
EQUIVALENT
3) ONCE THE WASTE CLEAN UP EFFORTS HAVE BEEN
COMPLETED AND LEGEND PARK DRIVE IS READY FOR
CONSTRUCTION, REMOVE THE TEMPORARY EXTENSION OF
ST-05, INSTALL JB-18 AND FINISH CONSTRUCTION AS
SHOWN.
CONTACT ENGINEER IF FIELD CONDITIONS WARRANT A CHANGE OF THIS
APPROACH.

Village at Parkview 1-8 & 9-16 - Town of Clayton - Pipe Schedule

Pipe Name	Upstream Structure	Downstream Structure	Upstream Elev (ft)	Length (ft)	Pipe Size (in)	Pipe Material	Slope (%)	Upstream Invert (ft)	Downstream Invert (ft)	Manning's n
ST-1	CB-1	CB-2	313.74	74.95	15	RCP	0.49	310.74	310.37	0.013
ST-2	CB-2	CB-3	314.24	97.49	15	RCP	1.97	310.27	308.35	0.013
ST-3	CB-3	CB-4	312.44	100.93	15	RCP	4.82	308.25	303.39	0.013
ST-4	CB-4	CB-5	307.15	85.75	18	RCP	4.30	303.04	299.35	0.013
ST-5	CB-5	CB-6	303.67	102.75	18	RCP	4.67	299.25	294.45	0.013
ST-6	CB-6	CB-16	298.88	85.59	18	RCP	3.25	294.35	291.57	0.013
ST-7	CB-7	CB-8	304.96	80.28	15	RCP	4.00	300.13	296.92	0.013
ST-8	CB-8	CB-9	300.26	84.83	15	RCP	4.27	296.82	293.20	0.013
ST-9	CB-9	CB-10	296.60	85.34	15	RCP	4.58	293.10	289.19	0.013
ST-10	CB-10	CB-11	292.99	114.41	18	RCP	1.00	289.09	287.94	0.013
ST-11	CB-11	CB-12	290.80	28.69	18	RCP	0.50	287.74	287.60	0.013
ST-12	CB-12	CB-14	290.67	33.66	18	RCP	0.50	287.50	287.33	0.013
ST-13	DI-13	CB-14	290.50	74.36	15	RCP	0.50	287.70	287.33	0.013
ST-14	CB-14	CB-15	290.86	28.33	18	RCP	0.50	287.23	287.09	0.013
ST-15	CB-15	CB-16	291.51	130.17	24	RCP	0.50	286.99	286.34	0.013
ST-16	CB-16	FES17	296.33	52.67	24	RCP	0.50	286.24	285.97	0.013
ST-OS	OS-18	JB-18	290.50	52.13	18	RCP	0.50	285.00	284.74	0.013
ST-18	JB-18	DI-19	287.13	18.70	18	RCP	5.00	277.62	276.69	0.013
ST-19	DI-19	CB-23	282.00	47.35	18	RCP	0.50	276.59	276.35	0.013
ST-20	CB-20	CB-21	283.14	25.87	15	RCP	0.77	279.70	279.50	0.013
ST-21	CB-21	DI-22	283.27	78.55	15	RCP	2.80	279.40	277.20	0.013
ST-22	DI-22	CB-23	280.00	149.02	15	RCP	0.50	277.10	276.35	0.013
ST-23	CB-23	CB-24	280.14	31.06	18	RCP	0.50	276.25	276.09	0.013
ST-24	CB-24	FES25	280.14	53.15	24	RCP	0.33	275.59	275.41	0.013
ST-25A	CB-25A	CB-25	306.25	59.71	15	RCP	0.48	302.00	301.71	0.013
ST-25	CB-25	CB-26	305.64	98.52	15	RCP	0.50	301.61	301.12	0.013
ST-26	CB-26	DI-30	309.84	88.50	48	RCP	0.50	296.82	296.38	0.013
ST-27A	CB-27A	CB-27	309.50	28.19	15	RCP	1.00	306.88	306.60	0.013
ST-27	CB-27	CB-28	309.19	100.33	15	RCP	0.50	306.50	306.00	0.013
ST-28	CB-28	CB-29	312.19	75.49	15	RCP	0.50	305.90	305.52	0.013
ST-29	CB-29	DI-30	313.09	109.50	48	RCP	0.50	296.93	296.38	0.013
ST-30	DI-30	FES31	308.30	35.82	48	RCP	0.50	296.28	296.10	0.013
ST-32	OS-32	FES33	298.75	42.19	12	RCP	0.50	293.21	293.00	0.013
ST-33	FES34	FES35	313.00	88.00	18	RCP	0.50	311.35	310.91	0.013

NOTE: THE 48" PIPES FROM ST-26, ST-29, AND ST-30 ARE UNDERGROUND DETENTION PIPES INCLUDED IN THE VOLUME CALCULATIONS FOR DRY POND 2 AND ARE TO BE INSTALLED AIR TIGHT UTILIZING O-RINGS AS REQUIRED BY MANUFACTURER.

FROM	TO	SIZE
TH-8	TH-4	6"
TH-3	TH-1	8"
TH-11	TH-12	6"
TH-116	TH-9	8"
TH-24	TH-19	6"
TH-20	TH-17	8"
TH-45	TH-48	6"
TH-58	TH-54	6"
TH-71	TH-67	6"
TH-66	TH-61	8"
TH-60	TH-59	10"
TH-72	TH-76	6"
TH-77	TH-82	8"
TH-83	TH-92	10"
TH-93	TH-95	12"
TH-103	TH-99	6"
TH-98	TH-96	8"
TH-31	TH-27	6"
TH-26	TH-25	8"
TH-39	TH-43	6"
TH-43	TH-44	8"
TH-44	CB-25A	10"
TH-38	TH-36	6"
TH-32	TH-35	6"
TH-35	CB-4	8"

NOTE: ROOF DRAIN PIPES TO BE INSTALLED BY SITE CONTRACTOR ALONG WITH STORM PIPES TO ALLOW HOME BUILDER TO TIE LEADERS INTO PIPES DURING THE HOME BUILDING PHASE. ROOF DRAIN PIPES SHALL BE LAYED WITH MINIMUM SLOPE OF 1% AND MINIMUM OF 1' COVER.

NOTE: ANY SLOPE GRATER THAN 3:1 SHALL BE STABILIZED WITH NOAG VMAx® SC250® PERMANENT TRM OR EQUIVALENT ROLLED EROSION CONTROL BLANKET

LEGEND

PROPOSED
W/L — 6"W/L —

BLOWOFF

HYDRANT

VALVE

METER

SEWERLINE

MANHOLE

CLEANOUT

STORM DRAINAGE

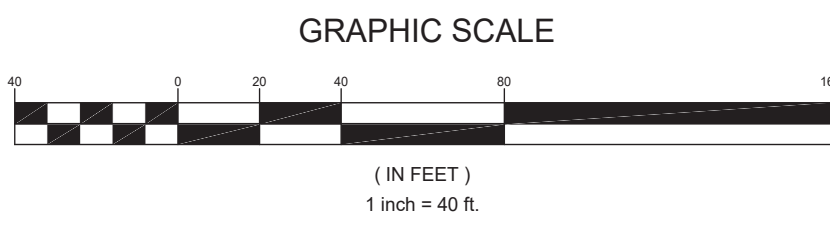
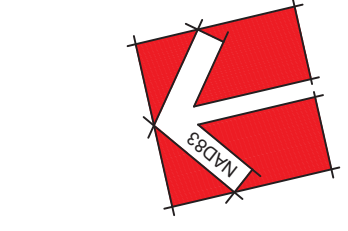
CATCH BASIN

DROP INLET/YARD INLET

FLARED END SECTION



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CONSTRUCTION



CALL 48 HOURS BEFORE YOU DIG
1-800-632-4949
NORTH CAROLINA ONE-CALL CENTER

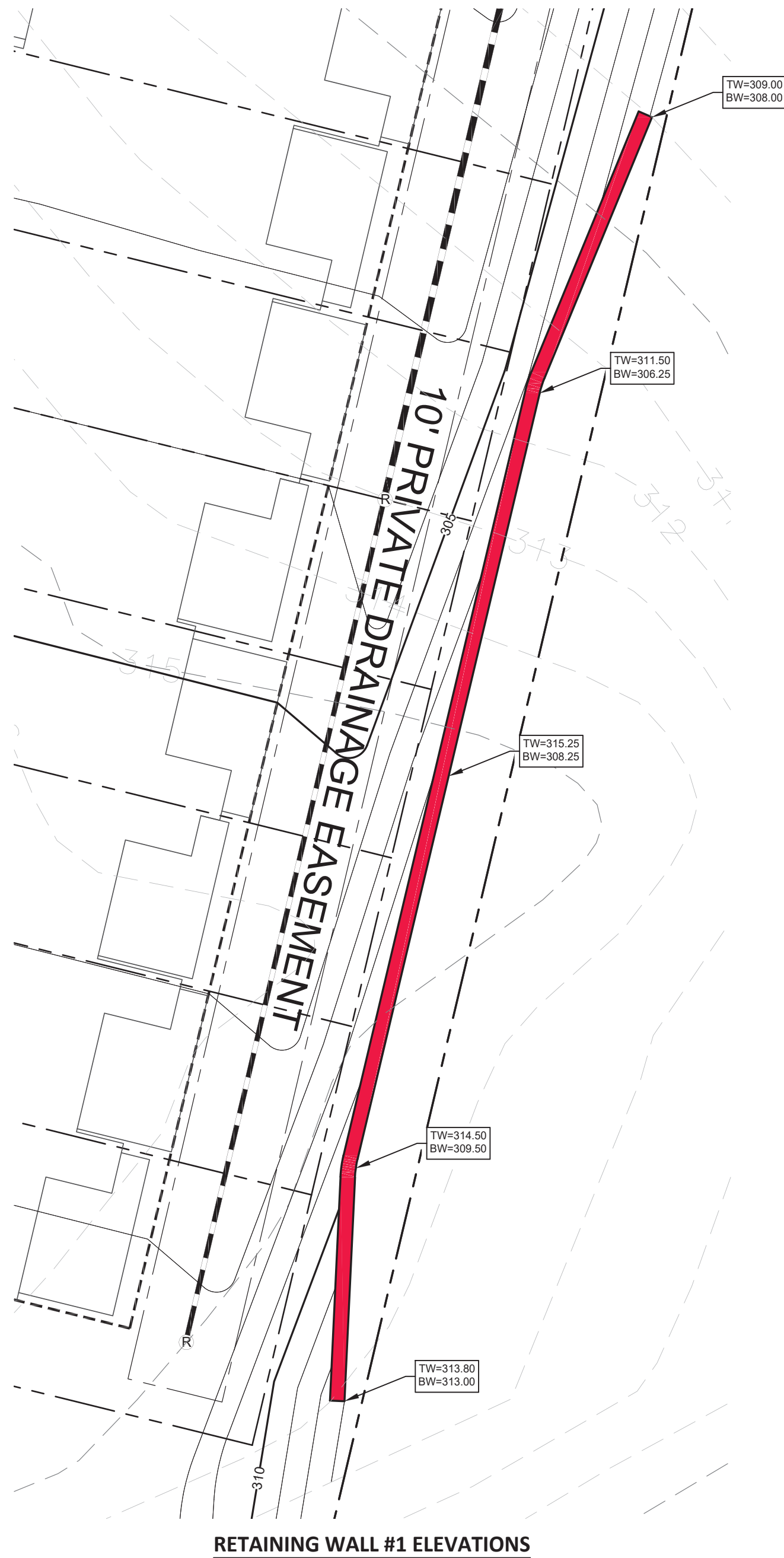
314 EAST MAIN STREET
CLAYTON, NC 27920
info@adamsandhodge.com
915-243-1332
FIRM # C-1187

ADAMS & HODGE
ENGINEERING, PC

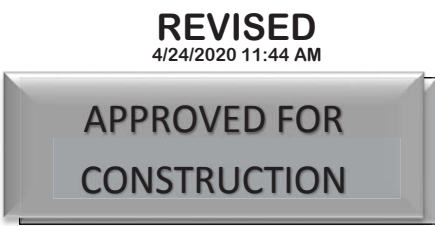
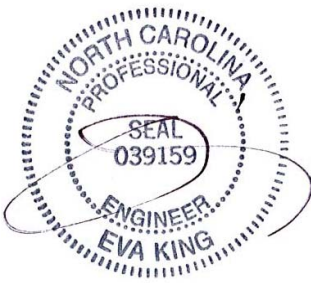
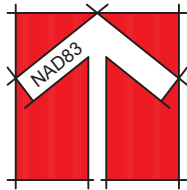
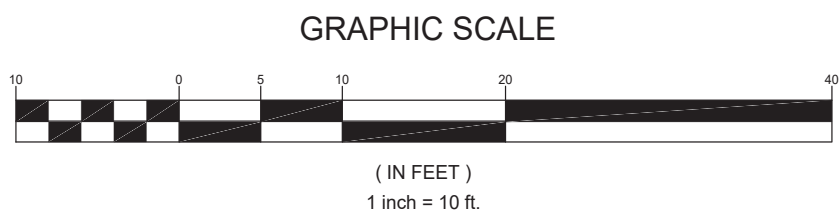
THE VILLAGE AT PARKVIEW
PHASES 1-8 & 9-16
TOWN OF CLAYTON, JOHNSTON COUNTY, NORTH CAROLINA

GRADING AND
DRAINAGE PLAN

DESIGN: EK
DRAWN: JTH
CHECKED: AWI
HORIZONTAL SCALE: SEE GRAPHIC SCALE
VERTICAL SCALE: V/A
DATE: 10/24/2019
JOB NO.:
SHEET: C5.01



RETAINING WALL NOTE
RETAINING WALL TO BE DESIGNED BY A PROFESSIONAL ENGINEER DULY LICENSED IN THE STATE OF NORTH CAROLINA. RETAINING WALLS SHALL BE PERMITTED BY THE TOWN OF CLAYTON INSPECTIONS DEPARTMENT. RETAINING WALLS OVER 4' IN HEIGHT WILL REQUIRE A BUILDING PERMIT. RETAINING WALL TO HAVE HANDRAIL PER RETAINING WALL DESIGN.
TW= TOP OF WALL ELEVATION
BW= BOTTOM OF WALL ELEVATION



DESIGN	EK
DRAWN	JTH
CHECKED	AWH
HORIZONTAL SCALE	SEE GRAPHIC SCALE
VERTICAL SCALE	N/A
DATE	10/24/2019
JOB NO.	
SHEET	

C5.02

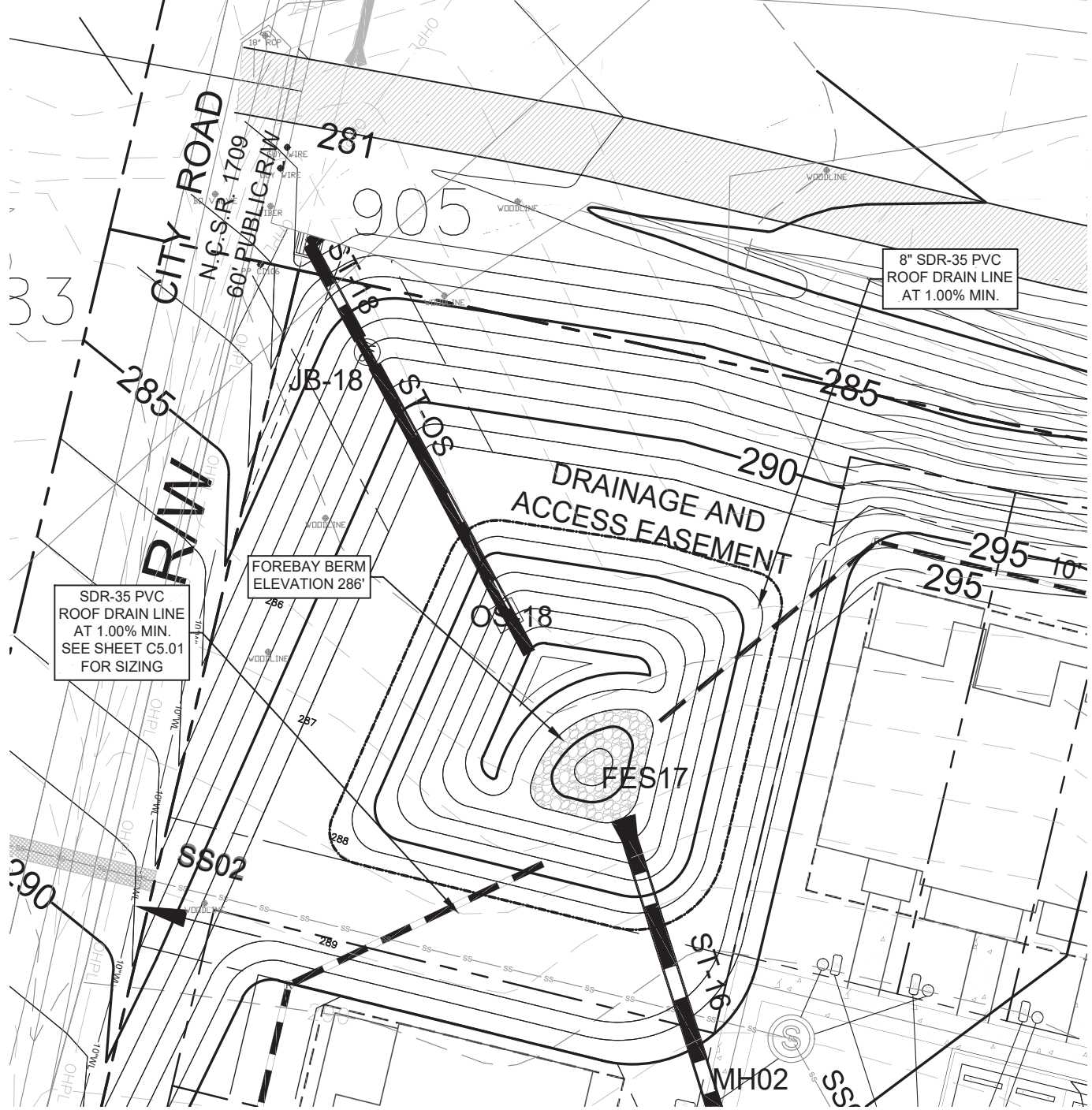
THE VILLAGE AT PARKVIEW
PHASES 1-8 & 9-16
TOWN OF CLAYTON, JOHNSTON COUNTY, NORTH CAROLINA

RETAINING WALLS

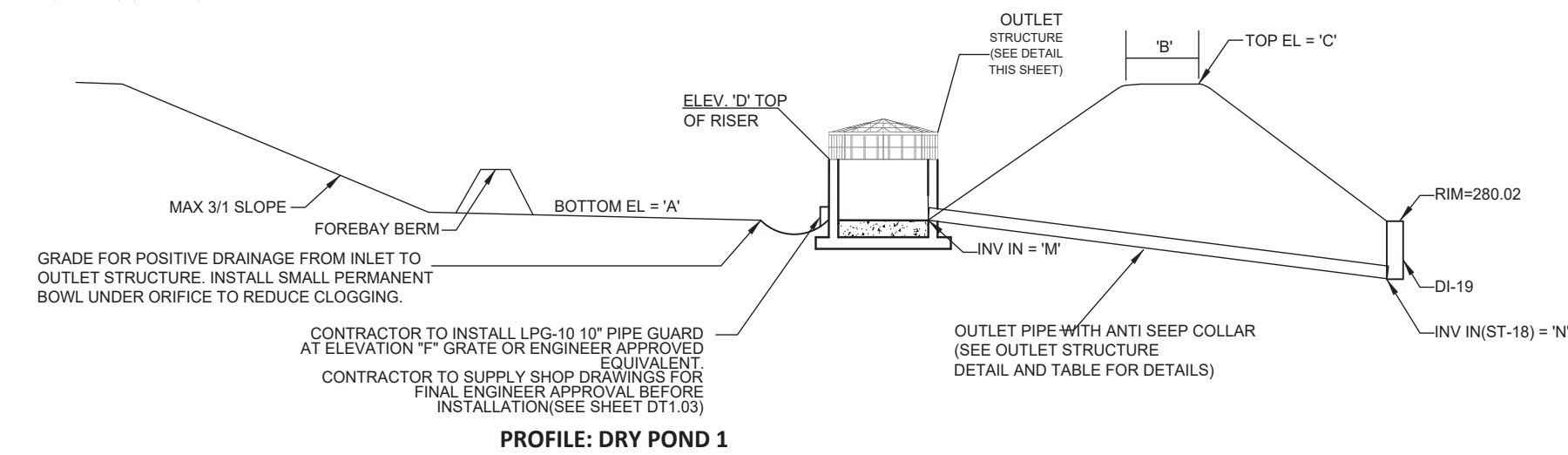
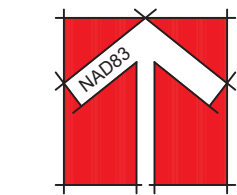
ADAMS & HODGE
ENGINEERING, PC

314 EAST MAIN STREET
CLAYTON, NC 27520
info@adamsandhodge.com
919-243-1332
PRN # C-1187

REVISIONS:
1. 2019.03.15 PER 0000 DEC
2. 2019.03.15 PER 0000 DEC
3. 2019.03.15 PER 0000 DEC
4. 2019.03.15 PER 0000 DEC
5. 2019.03.15 PER 0000 DEC
6. 2019.03.15 PER 0000 DEC
7. 2019.03.15 PER 0000 DEC
8. 2019.03.15 PER 0000 DEC



PLAN: DRY POND 1



PROFILE: DRY POND 1

Village at Parkview 1-8 & 9-16 - Town of Clayton - Outlet Protection

Outlet #	Q10 (cfs)	V10 (ft)	d50 (in)	Pipe Dia (in)	Tailwater (ft)	dmax (in)	Thickness (in)	Length (ft)	Width (ft)	Rip Rap (Class)	Calc. Method
FES17	12.99	6.03	8	24	Minimum	12	18	16	18	B	NC DENR
FES25	7.21	4.88	5	24	Minimum	7.5	11.25	13	15	B	NC DENR
FES31	7.04	4.65	10	48	Minimum	15	22.5	22	26	B	NC DENR
FES33	1.98	4.02	3	12	Minimum	4.5	6.75	6	7	B	NC DENR

DRY DETENTION BASIN CONSTRUCTION SEQUENCE

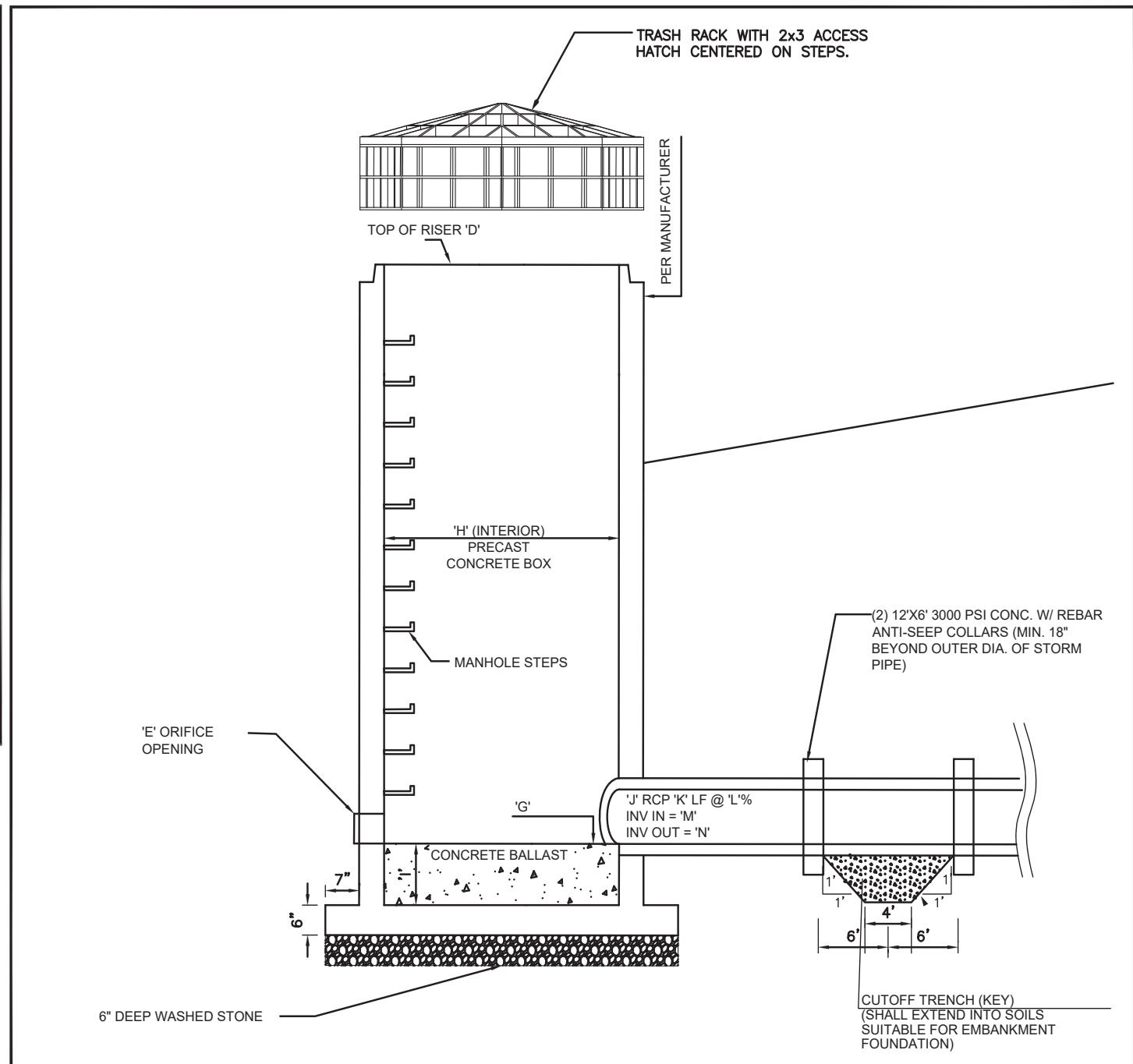
- UNDER NO CIRCUMSTANCES SHALL THE DRY DETENTION BASIN BE FINALIZED PRIOR TO COMPLETION OF CONSTRUCTION AND STABILIZATION OF ALL AREAS WHICH DRAIN TO IT.
- IF DRY DETENTION BASIN IS TO BE USED AS A SEDIMENT BASIN DURING CONSTRUCTION, ROUGH GRADE PER PLANS, FILL PLACEMENT AND OUTLET STRUCTURE CONSTRUCTION SHALL BE IN COMPLIANCE WITH DETAILS AND DRY DETENTION BASIN CONSTRUCTION NOTES HEREON. IN THE DRY DETENTION BASIN HAS BEEN PREVIOUSLY ROUGH GRADED AND/OR USED AS A SEDIMENT BASIN, REMOVE AND DISPOSE OF SEDIMENT DEPOSITS WITHIN THE BASIN AREA.
- ROUGH GRADE DRY DETENTION BASIN AS NECESSARY AFTER SEDIMENT REMOVAL AND TO FINALIZE BASIN GRADES. ALL FILL PLACEMENT SHALL BE IN COMPLIANCE WITH THE SPECIFICATION IN THE CONSTRUCTION NOTES ON THIS SHEET.
- AFTER ROUGH GRADING DRY DETENTION BASIN, BEGIN FINE GRADING. GRADING TOLERANCE FOR THE DRY DETENTION BASIN SHALL BE +/- 0.20 FEET FROM GRADES SHOWN ON THIS PLAN.
- IN CONJUNCTION WITH GRADING AND FILL PLACEMENT, CONSTRUCT OUTLET STRUCTURES TO BRING IT INTO COMPLIANCE WITH THESE PLANS. IF OUTLET STRUCTURES WERE CONSTRUCTED WITH ROUGH GRADING WHEN USING THE DRY DETENTION BASIN AS SEDIMENT BASIN, SKIP TO NEXT STEP.
- WHEN FINE GRADING AND OUTLET STRUCTURE IS COMPLETE, CALL SURVEYOR AND ENGINEER FOR ASBUILT SURVEY AND EVALUATION.
- IF SURVEYOR AND ENGINEER DETERMINE THAT GRADING IS NOT IN COMPLIANCE WITH THESE DRAWINGS, MAKE CORRECTIONS AS REQUIRED BY THE ENGINEER. AND REPEAT PREVIOUS STEP. OTHERWISE PROCEED TO NEXT STEP.
- SEED ALL DISTURBED AREAS PER THE SEEDING SCHEDULE SHOWN IN THESE PLANS.
- CALL JOHNSTON COUNTY STORMWATER INSPECTOR FOR APPROVAL OF STABILIZATION.

DRY DETENTION BASIN CONSTRUCTION NOTES

- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH TOWN OF CLAYTON, JOHNSTON COUNTY AND THE STATE OF NORTH CAROLINA STANDARDS AND SPECIFICATIONS.
- THE CONTRACTOR OR OWNER SHALL EMPLOY A GEOTECHNICAL ENGINEER TO TEST ALL EMBANKMENTS AND FILL PLACEMENT FOR PROPER COMPACTION. PROPER COMPACTION SHALL BE PER THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS OR THESE PLANS, WHICHEVER IS MORE STRINGENT. EMBANKMENTS FOR BASINS SHALL BE PLACED IN 6 INCH LOOSE LAYERS AND SHALL BE COMPACTED TO A DENSITY OF NO LESS THAN 96% OF THE STANDARD PROCTOR MAXIMUM DENSITY AT A MOISTURE CONTENT OF +/- TWO PERCENTAGE POINTS OF THE OPTIMUM MOISTURE CONTENT IN ACCORDANCE WITH ASTM D2098. THE CONTRACTOR SHALL TAKE PHOTOGRAPHS OF THE OUTLET STRUCTURE AT ALL PHASES OF INSTALLATION AND SHALL RETAIN WITH GEOTECHNICAL TESTING DATA. THE CONTRACTOR SHALL ALSO RETAIN ALL SHIPPING RECORDS AND SPECIFICATIONS FOR THE OUTLET STRUCTURE MATERIALS AND STRUCTURES. ALL OF THE ABOVE DATA MAY BE REQUIRED AS PART OF THE MUNICIPALITY AS-BUILT PROCESS AND SHALL BE MADE AVAILABLE TO THE ENGINEER UPON REQUEST. THE CONTRACTOR AND OWNER SHALL HAVE DOCUMENTATION OF THESE TESTS AVAILABLE UPON REQUEST.
- TOLERANCES FOR FINAL GRADES SHALL BE WITHIN +/- 0.20 FEET. JOHNSTON COUNTY WILL REQUIRE AN ASBUILT SURVEY OF THE CONSTRUCTED DRY DETENTION BASIN THEREFORE STRICT ADHERENCE TO THE GRADING ON THIS PLAN AND THE TOLERANCES SPECIFIED HEREON SHALL BE REQUIRED PRIOR TO CERTIFICATION BY THE ENGINEER THAT THE DRY DETENTION BASIN HAS BEEN BUILT IN COMPLIANCE WITH THESE DRAWINGS. UPON COMPLETION OF THE FINAL GRADING (PRIOR TO PLACEMENT OF ANY PLANT MATERIAL) THE CONTRACTOR SHALL CONTACT THE SURVEYOR TO SURVEY THE ASBUILT CONSTRUCTED DRY DETENTION BASIN. THE CONTRACTOR SHALL NOTIFY THE ENGINEER THAT THE CONSTRUCTED DRY DETENTION BASIN HAS BEEN COMPLETED AND THE ENGINEER SHALL EVALUATE THE ASBUILT SURVEY DATA FOR COMPLIANCE WITH THESE DRAWINGS. IF THE DRY DETENTION BASIN IS FOUND TO BE OUT OF COMPLIANCE WITH THESE DRAWINGS, THE CONTRACTOR SHALL REGRADE THE DRY DETENTION BASIN AS NECESSARY TO BRING THE DRY DETENTION BASIN INTO COMPLIANCE WITH THESE DRAWINGS. THE COST OF ANY ADDITIONAL SURVEY OR ENGINEERING EVALUATION REQUIRED RESULTING FROM INCOMPLETE OR INCORRECT GRADING OF THE DRY DETENTION BASIN SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

Pond 1	
Riser Dimension 1 (ft):	4.0
Riser Dimension 2 (ft):	4.0
Riser Wall Thickness (in):	6
Pond Bottom Elevation (ft):	285.00
Riser Crest Elevation (ft):	290.75
Density of Riser Mat (lb/cf):	150.00
Pipe Inside Diameter (in):	18
Pipe Wall Thickness (in):	1.5
Length of Pipe Exposed (ft):	0.00
Density H2O (lb/cf):	62.40
Volume H2O Displaced by Riser (cf):	144
Weight H2O Displaced by Riser (lb):	8,970
Volume H2O Displaced by Pipe (cf):	0
Weight H2O Displaced by Pipe (lb):	0
Total Uplift Force (lb):	8,970
Weight of Riser (lb):	7,763
Weight of Pipe (lb):	0
Pipe/Riser Downward Force (lb):	7,763
Ballast Concrete:	
Minimum Factor of Safety:	1.2
Required ballast thickness (in):	15
Provided Ballast Thickness (in):	15
Total Downward Force (lb):	10,763
Provided Factor of Safety:	1.20

BOUANCY CALCULATIONS



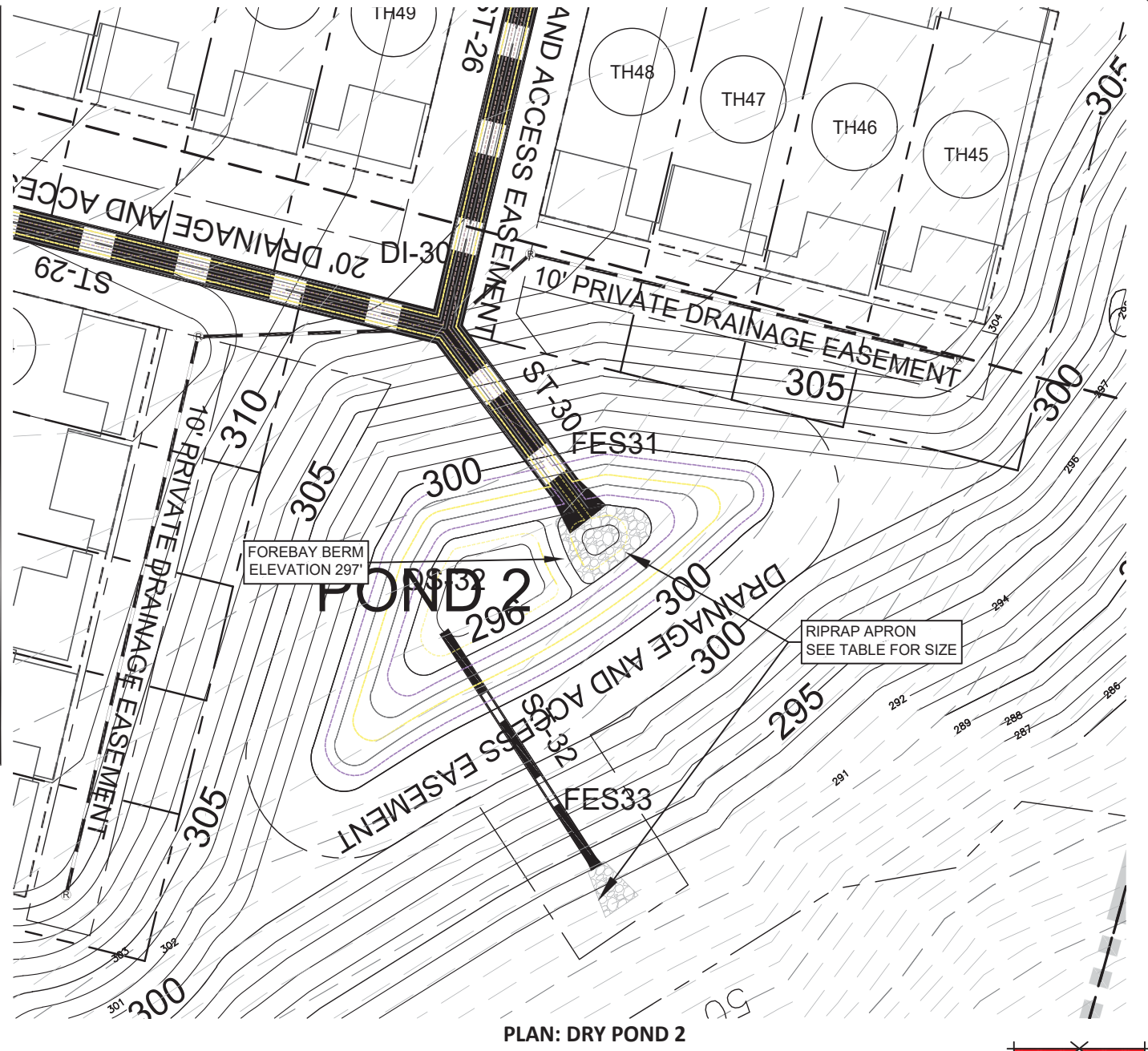
OUTLET STRUCTURE DETAIL
NOT TO SCALE

POND 1 LEGEND			
Description	Design	As-Built	
A Bottom Elevation Dry Pond	285.00 ft		
B Dam Width	10 ft		
C Top of Dam Elevation	292.00 ft		
D Top of Riser	290.75 ft		
E Drawdown Orifice Opening	7 in		
F Drawdown Orifice Elevation	285.00 ft		
G Inside Bottom Riser Elevation	281.50 ft		
H Outlet Structure Size	4'x4'		
I Ballast Thickness	15 in		
J Size of Outlet Pipe	18 in		
K Length of Outlet Pipe	52.13 ft		
L Slope of Outlet Pipe	0.5 %		
M Invert in Outlet Pipe	285.00 ft		
N Invert Out Outlet Pipe	284.74 ft		
Special Instructions			
Skimmer to attached to orifice opening elevation until transformation to Dry Pond.			

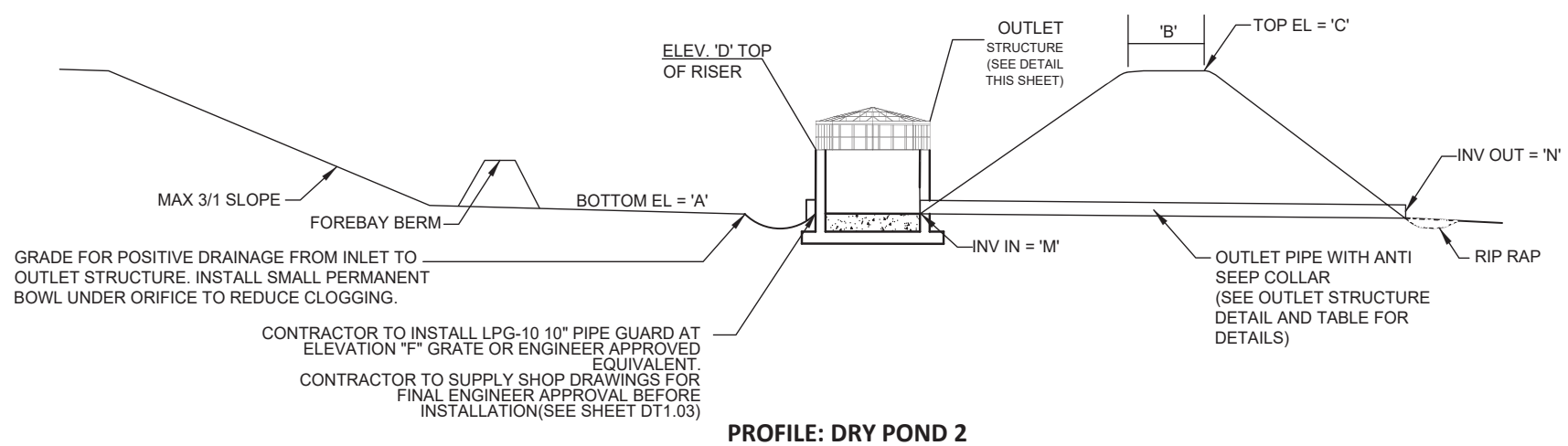
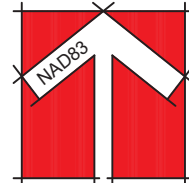
POND 2 LEGEND			
Description	Design	As-Built	
A Bottom Elevation Dry Pond	296.00 ft		
B Dam Width	10 ft		
C Top of Dam Elevation	300.00 ft		
D Top of Riser	298.85 ft		
E Drawdown Orifice Opening	7 in		
F Drawdown Orifice Elevation	296.00 ft		
G Inside Bottom Riser Elevation	293.21 ft		
H Outlet Structure Size	4'x4'		
I Ballast Thickness	8 in		
J Size of Outlet Pipe	12 in		
K Length of Outlet Pipe	42.19 ft		
L Slope of Outlet Pipe	0.5 %		
M Invert in Outlet Pipe	293.21 ft		
N Invert Out Outlet Pipe	293.00 ft		
Special Instructions			
Skimmer to attached to orifice opening elevation until transformation to Dry Pond.			

Pond 2	
Riser Dimension 1 (ft):	4.0
Riser Dimension 2 (ft):	4.0
Riser Wall Thickness (in):	6
Pond Bottom Elevation (ft):	296.00
Riser Crest Elevation (ft):	298.85
Density of Riser Mat (lb/cf):	150.00
Pipe Inside Diameter (in):	12
Pipe Wall Thickness (in):	1.5
Length of Pipe Exposed (ft):	0.00
Density H2O (lb/cf):	62.40
Volume H2O Displaced by Riser (cf):	71
Weight H2O Displaced by Riser (lb):	4,446
Volume H2O Displaced by Pipe (cf):	0
Weight H2O Displaced by Pipe (lb):	0
Total Uplift Force (lb):	4,446
Weight of Riser (lb):	3,848
Weight of Pipe (lb):	0
Pipe/Riser Downward Force (lb):	3,848
Ballast Concrete:	
Minimum Factor of Safety:	1.2
Required ballast thickness (in):	7
Provided Ballast Thickness (in):	8
Total Downward Force (lb):	5,448
Provided Factor of Safety:	1.23

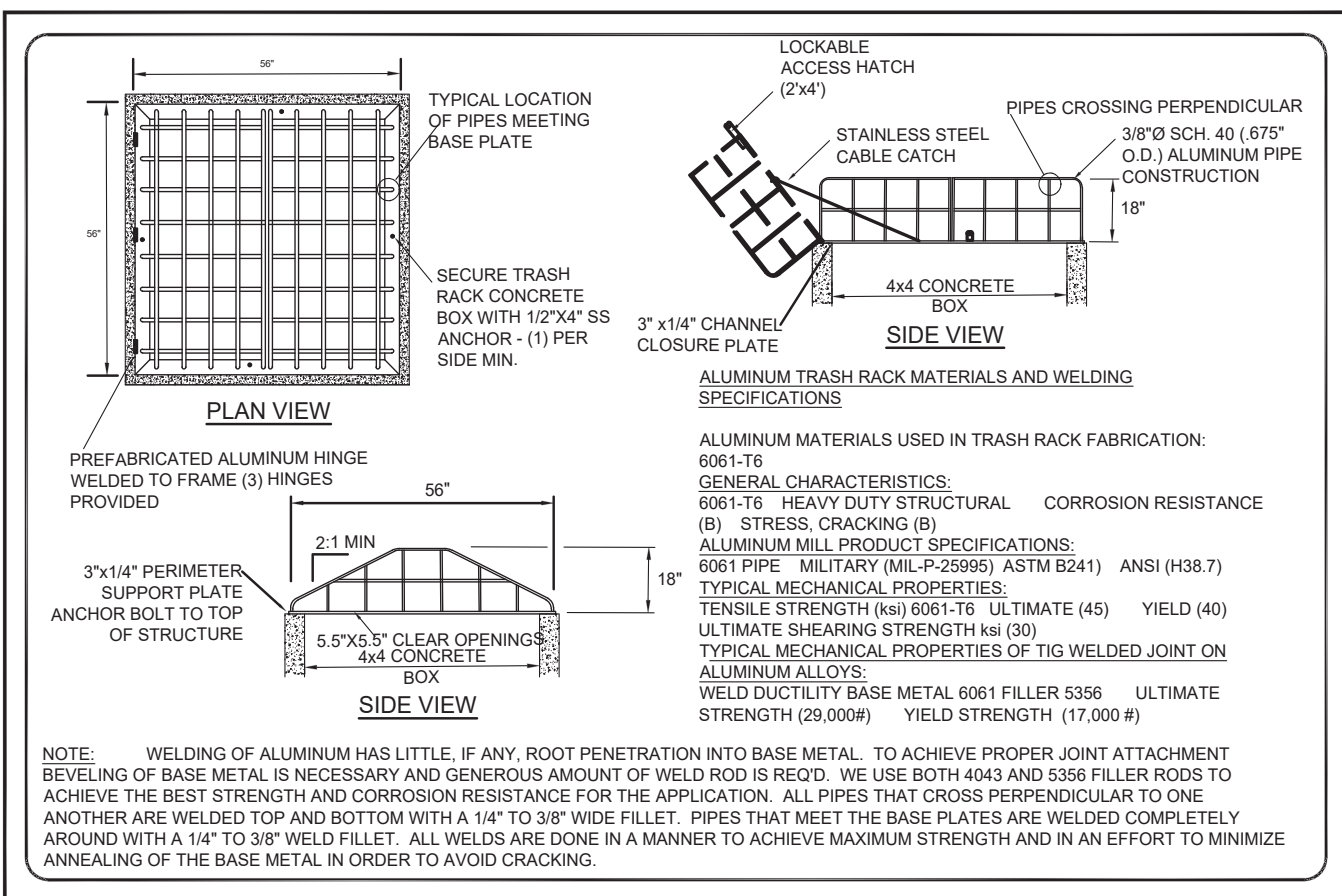
BOUANCY CALCULATIONS



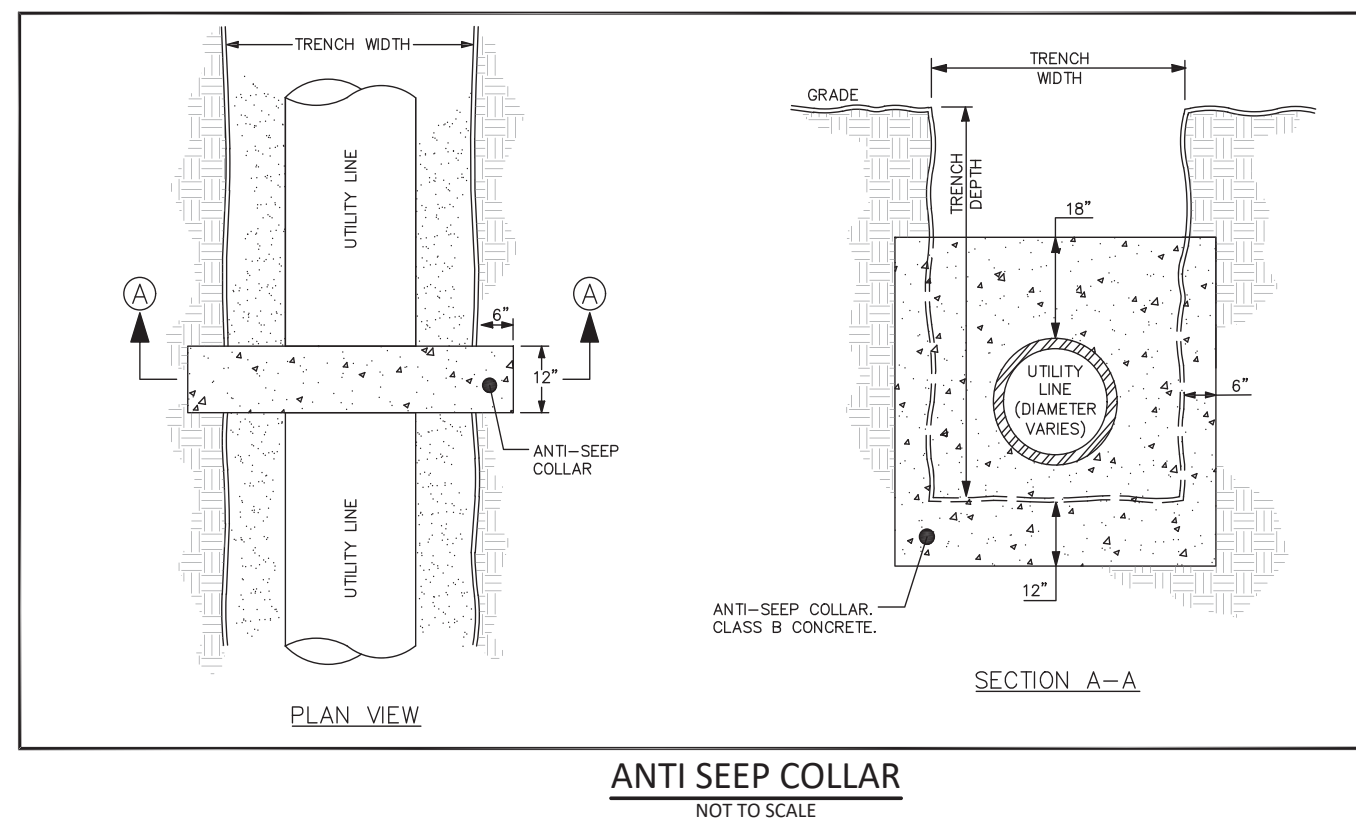
PLAN: DRY POND 2



PROFILE: DRY POND 2



TRASH RACK DETAIL
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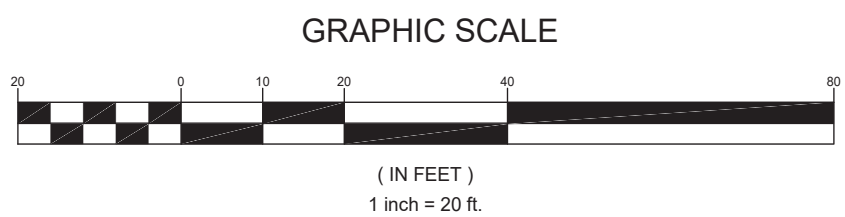


ANTI SEEP COLLAR
NOT TO SCALE



REVISED
4/28/2020 7:59 AM

APPROVED FOR
CONSTRUCTION



314 EAST MAIN STREET
CLAYTON, NC 27520
info@adamsandhodge.com
919-243-1332
FIRM # C-1187

ADAMS & HODGE
ENGINEERING, PC

THE VILLAGE AT PARKVIEW
PHASES 1-8 & 9-16
TOWN OF CLAYTON, JOHNSTON COUNTY, NORTH CAROLINA

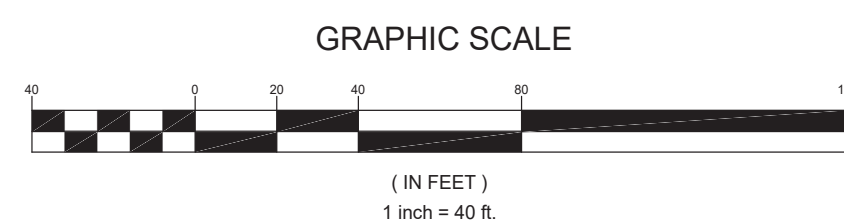
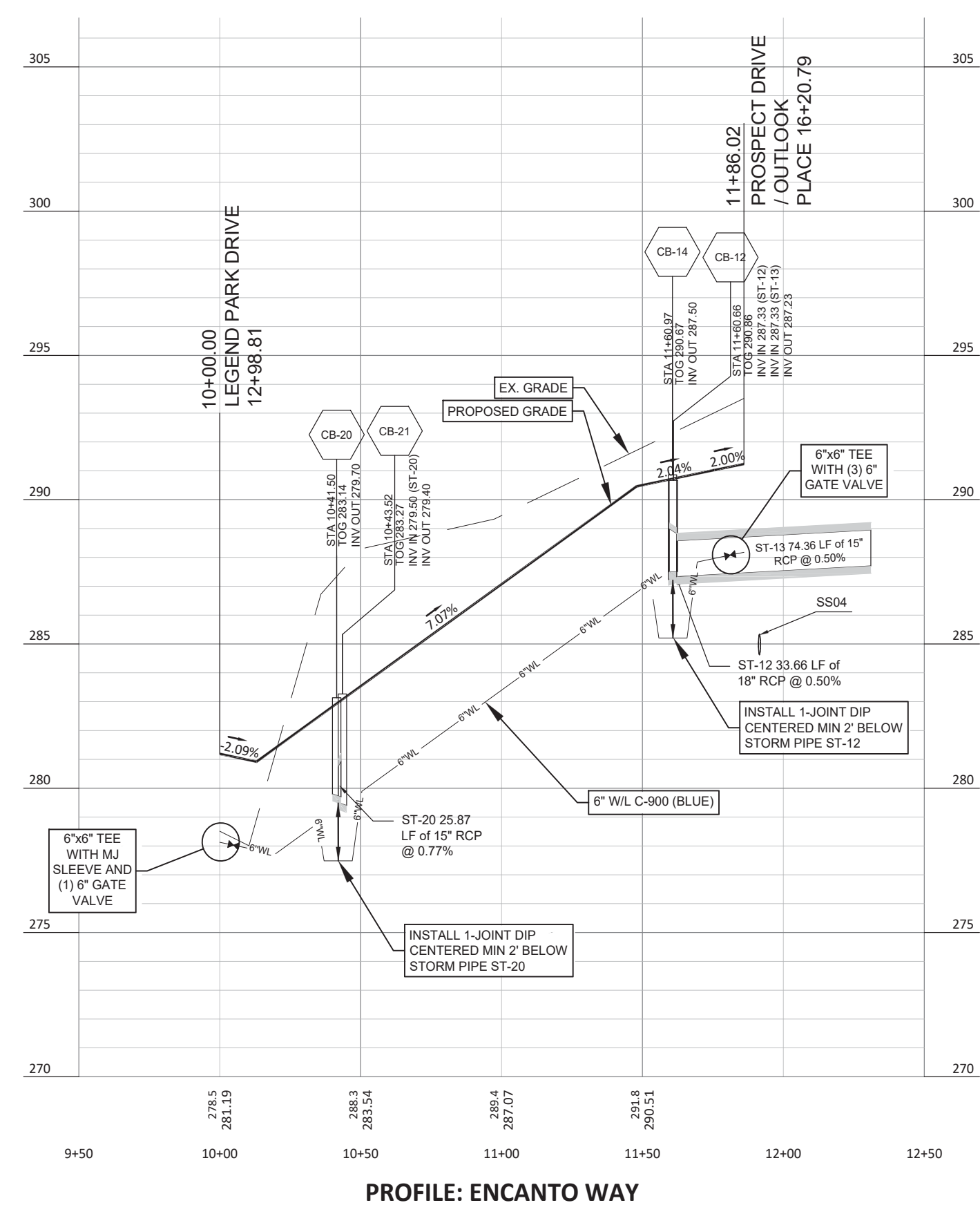
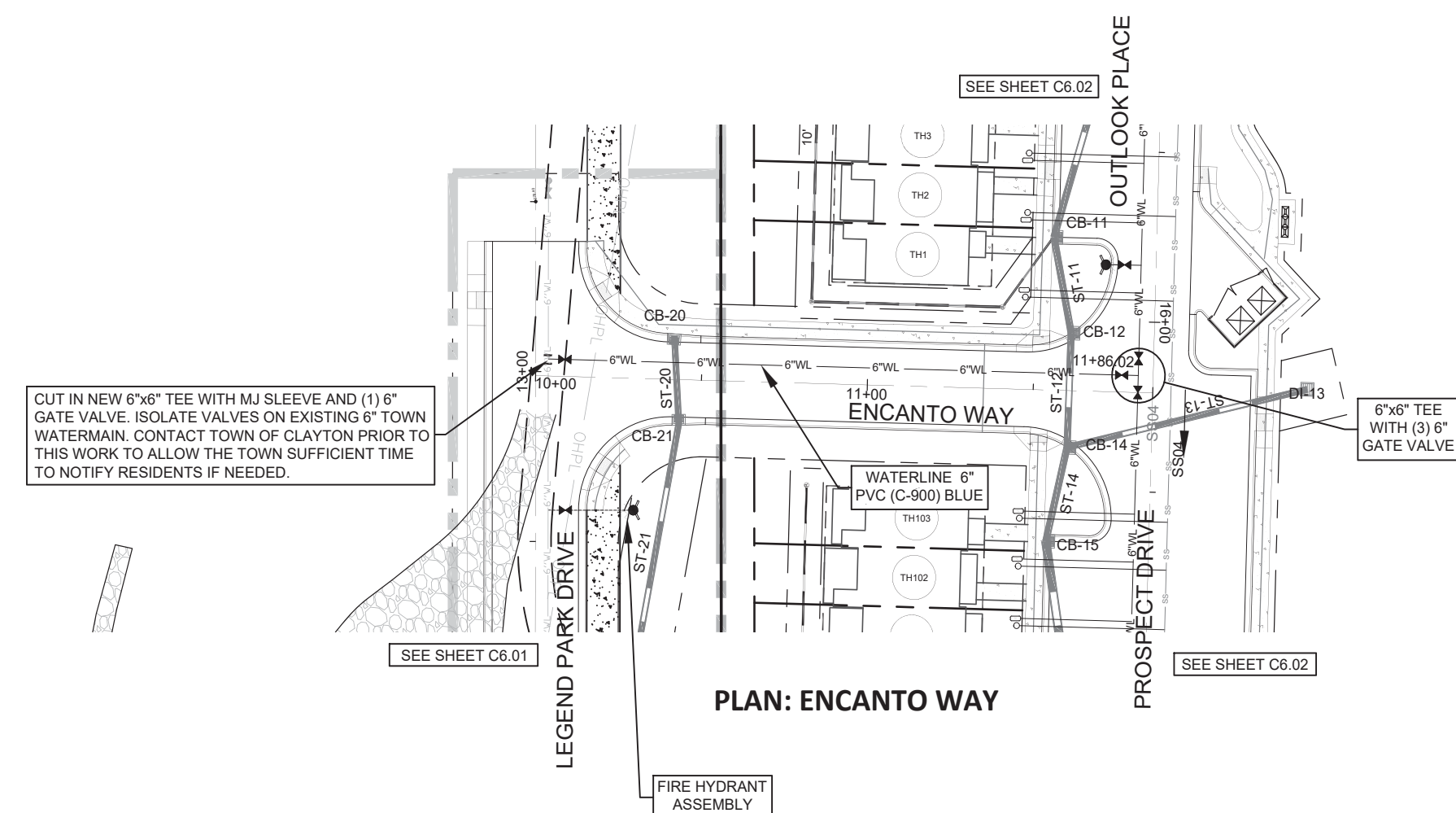
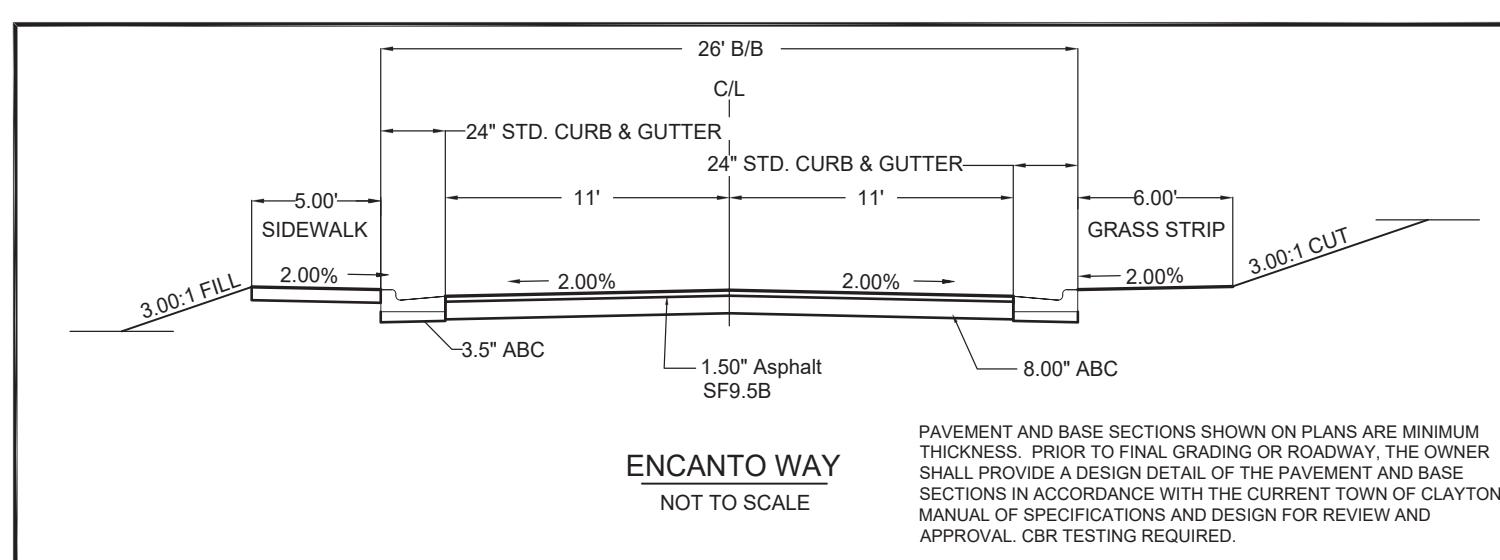
SCM DETAIL SHEET

C5.03

REVISIONS

NO.	DATE	BY	DESCRIPTION
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2	2/10/2019	AW	ISSUED FOR PERMIT
3	2/10/2019	AW	ISSUED FOR PERMIT
4	2/10/2019	AW	ISSUED FOR PERMIT
5	2/10/2019	AW	ISSUED FOR PERMIT
6	2/10/2019	AW	ISSUED FOR PERMIT
7	2/10/2019	AW	ISSUED FOR PERMIT
8	2/10/2019	AW	ISSUED FOR PERMIT
9	2/10/2019	AW	ISSUED FOR PERMIT
10	2/10/2019	AW	ISSUED FOR PERMIT
11	2/10/2019	AW	ISSUED FOR PERMIT
12	2/10/2019	AW	ISSUED FOR PERMIT

DESIGN: AW
DRAWN: JTH
CHECKED: AW
HORIZONTAL SCALE: SEE GRAPHIC SCALE
VERTICAL SCALE: SEE GRAPHIC SCALE
DATE: 10/24/2019
JOB NO: 19-0000
SHEET: 10



LEGEND

PROPOSED	
W/L	————— 5" W/L —————
BLOWOFF	
HYDRANT	
VALVE	
METER	
SEWERLINE	- - - - - SS - - - - -
SANITARY MANHOLE	
SANITARY CLEANOUT	
STORM DRAINAGE	
CATCH BASIN	
DROP INLET/YARD INLET	
FLARED END SECTION	



REVISED
4/27/2020 10:01 PM

APPROVED FOR
CONSTRUCTION

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft

REVISIONS:		
1.	2019.03.15	PER JOCO ESC
2.	2019.10.30	PER JOCO ESC
3.	2019.11.08	PER JOCO ESC
4.	2019.11.08	PER TOC
5.	2020.01.29	PER TOC
6.	2020.03.12	PER TOC
7.	2020.03.31	PER TOC

314 EAST MAIN STREET
CLAYTON, NC 27520
info@adamsandhodge.com

ADAMS & HODGE
— ENGINEERING, PC —

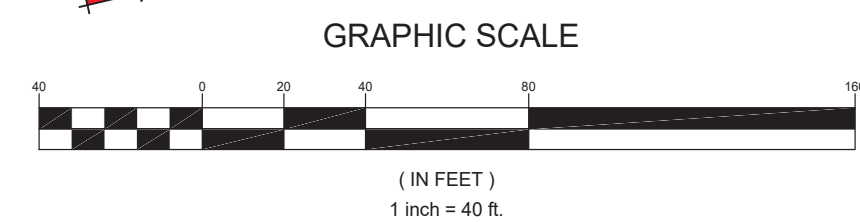
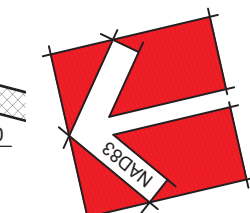
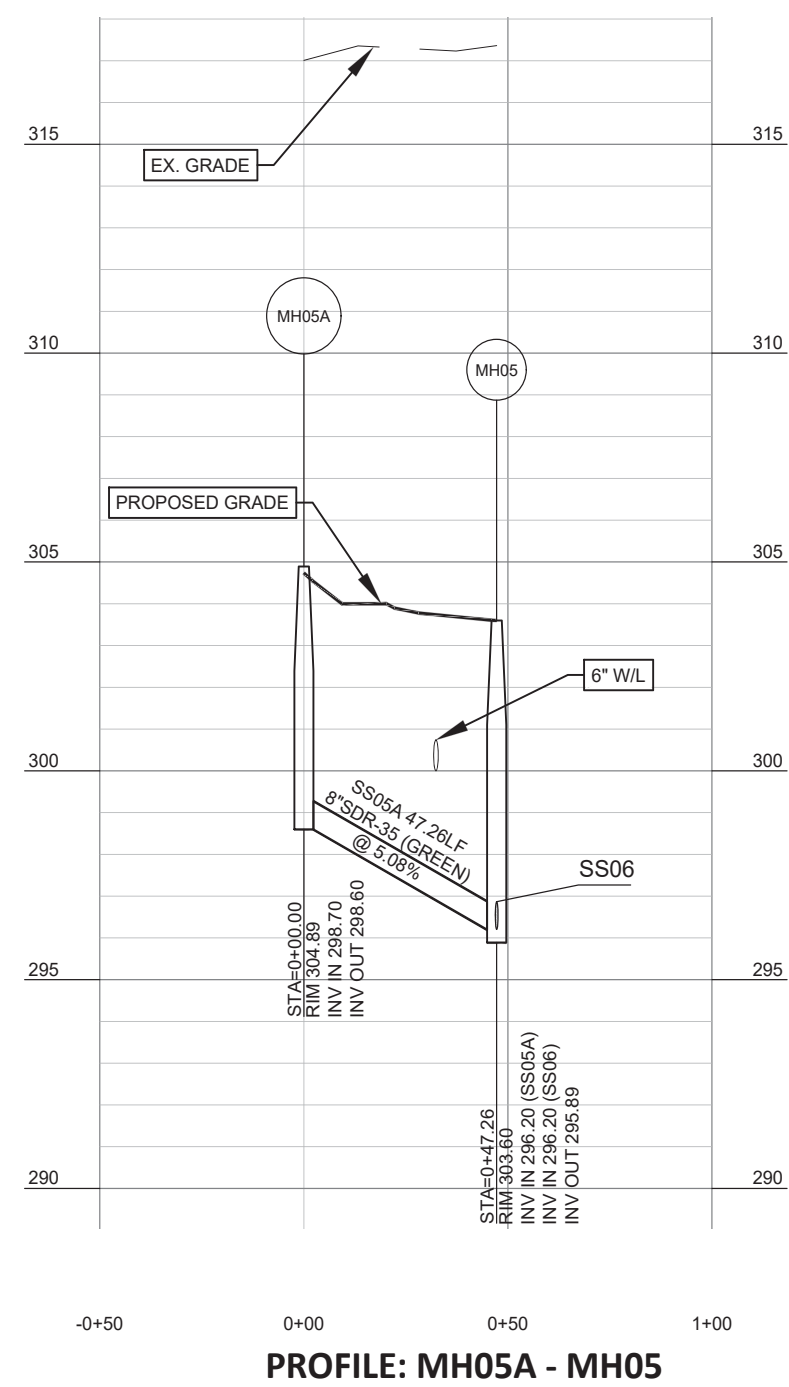
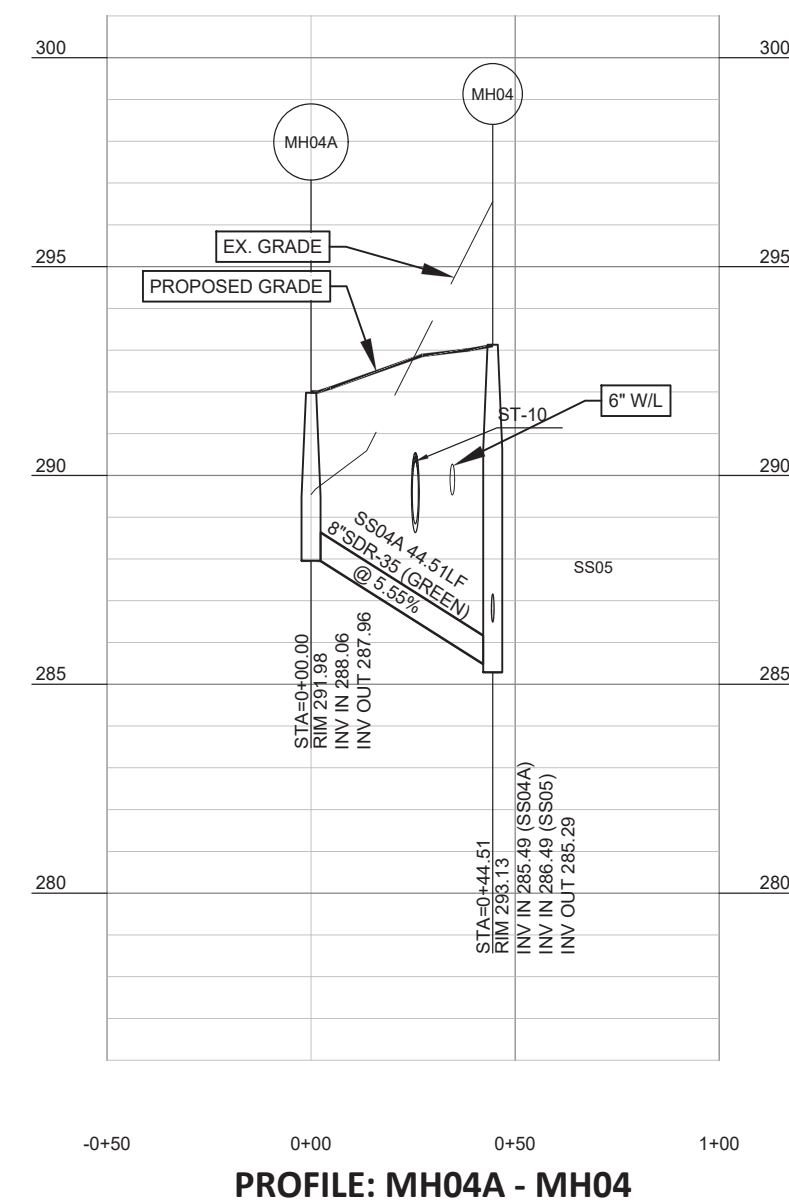
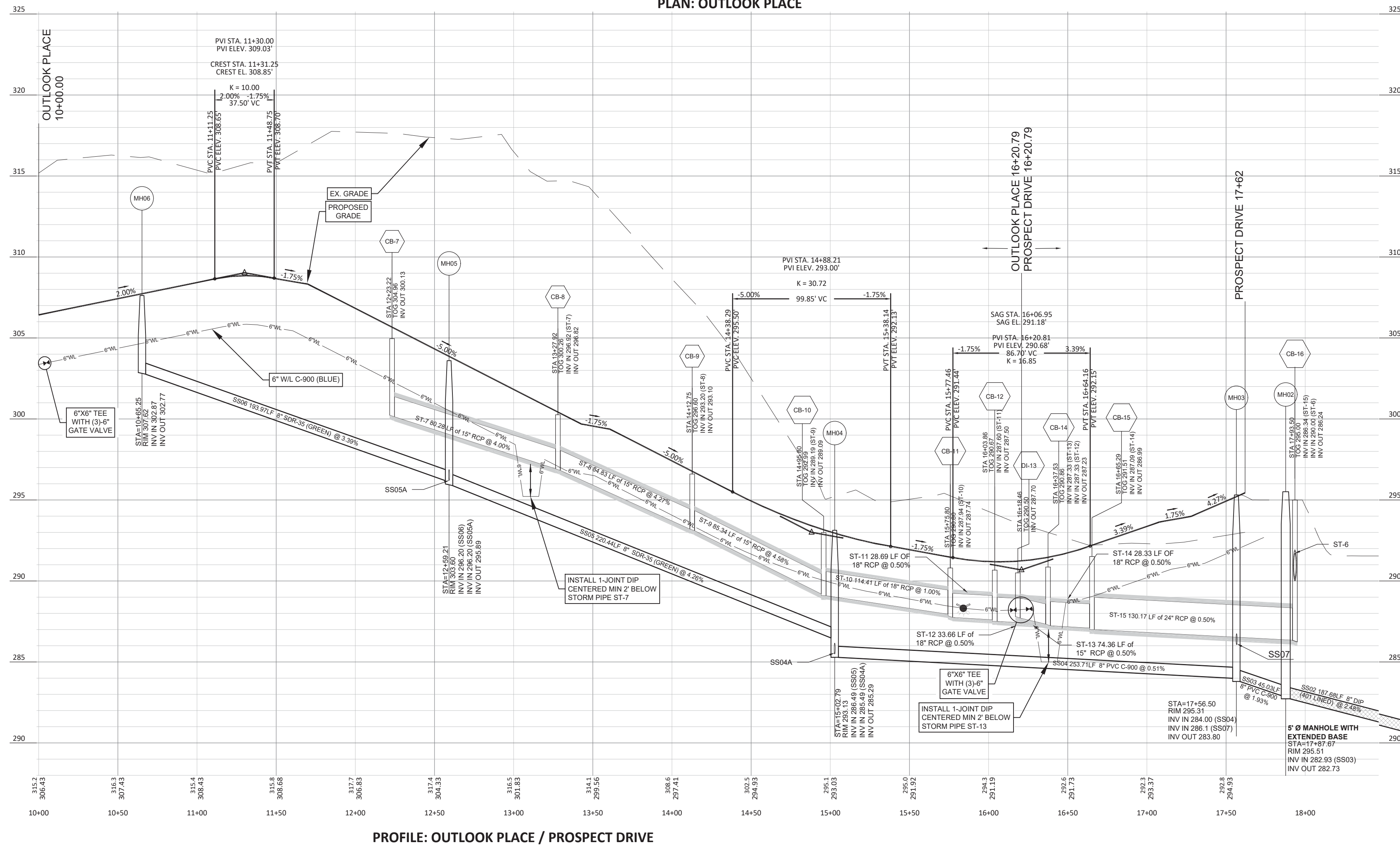
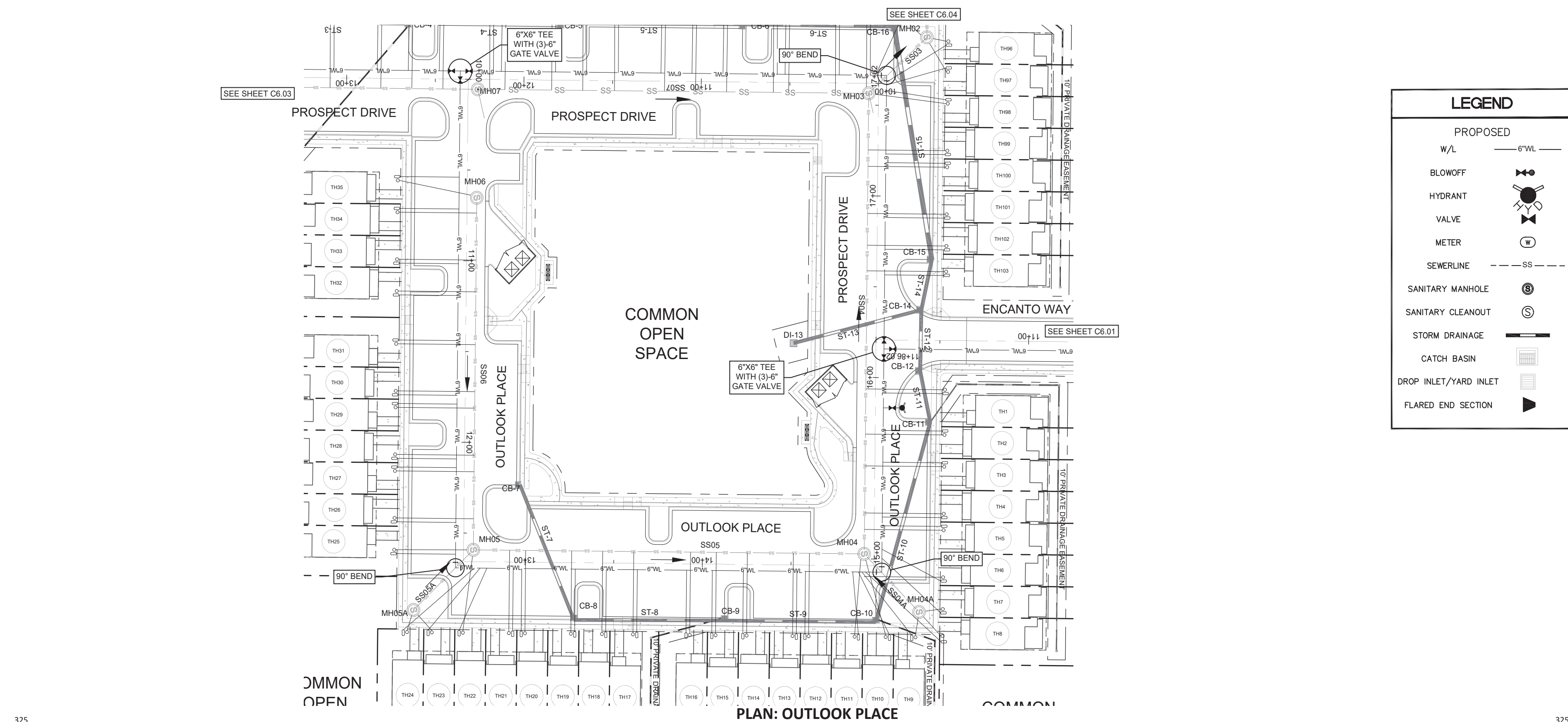
AGE AT PARKVIEW

TOWN OF CLAYTON, JOHNSTON COUNTY, NORTH CAROLINA

SEND PARK DRIVE &
ENCANTO WAY
PLAN & PROFILE

DESIGN	EK
DRAWN	JTH
CHECKED	AWH
HORIZONTAL SCALE	SEE GRAPHIC SCALE
VERTICAL SCALE	N/A
DATE	10/24/2019
JOB NO.	
SHEET	

C6.01



REVISED
4/27/2020 10:01 PM
APPROVED FOR
CONSTRUCTION

REVISIONS:
1. 2019.03.15 PER JACOB
2. 2019.03.15 PER JACOB
3. 2019.03.15 PER JACOB
4. 2019.03.15 PER JACOB
5. 2019.03.15 PER JACOB
6. 2019.03.15 PER JACOB
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9. 2019.03.15 PER JACOB
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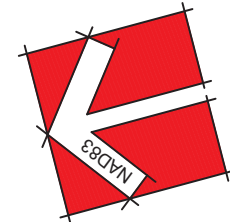
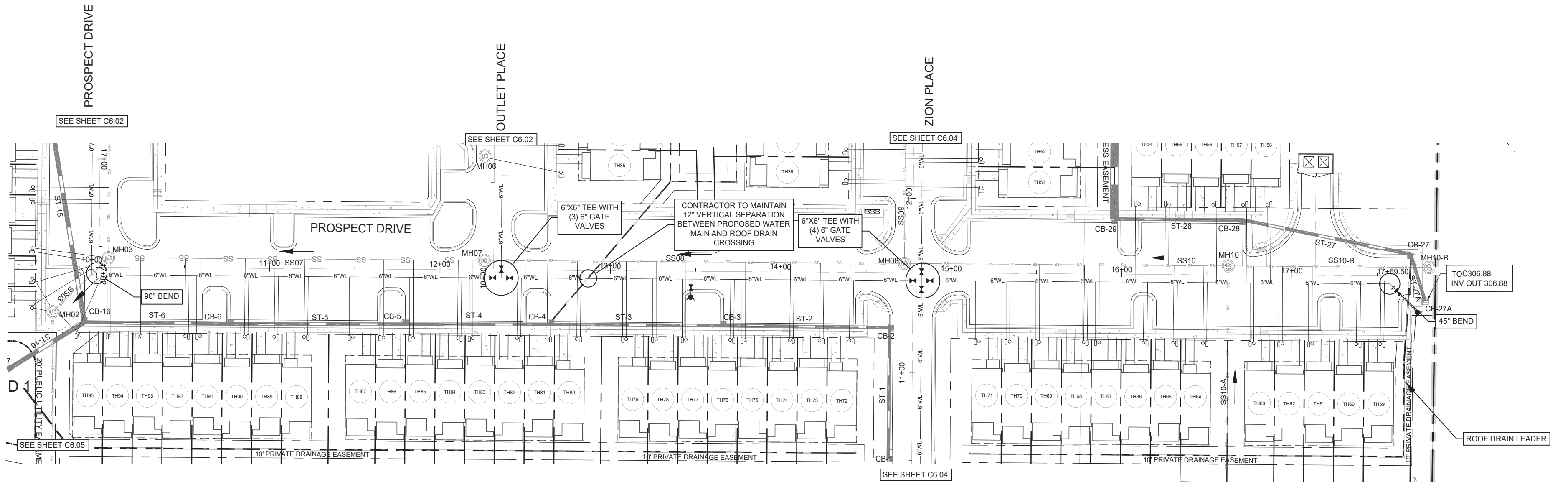
314 EAST MAIN STREET
CLAYTON, NC 27520
info@adamsandhodge.com
919-243-1332
PRN # C-1187

ADAMS & HODGE
ENGINEERING, PC

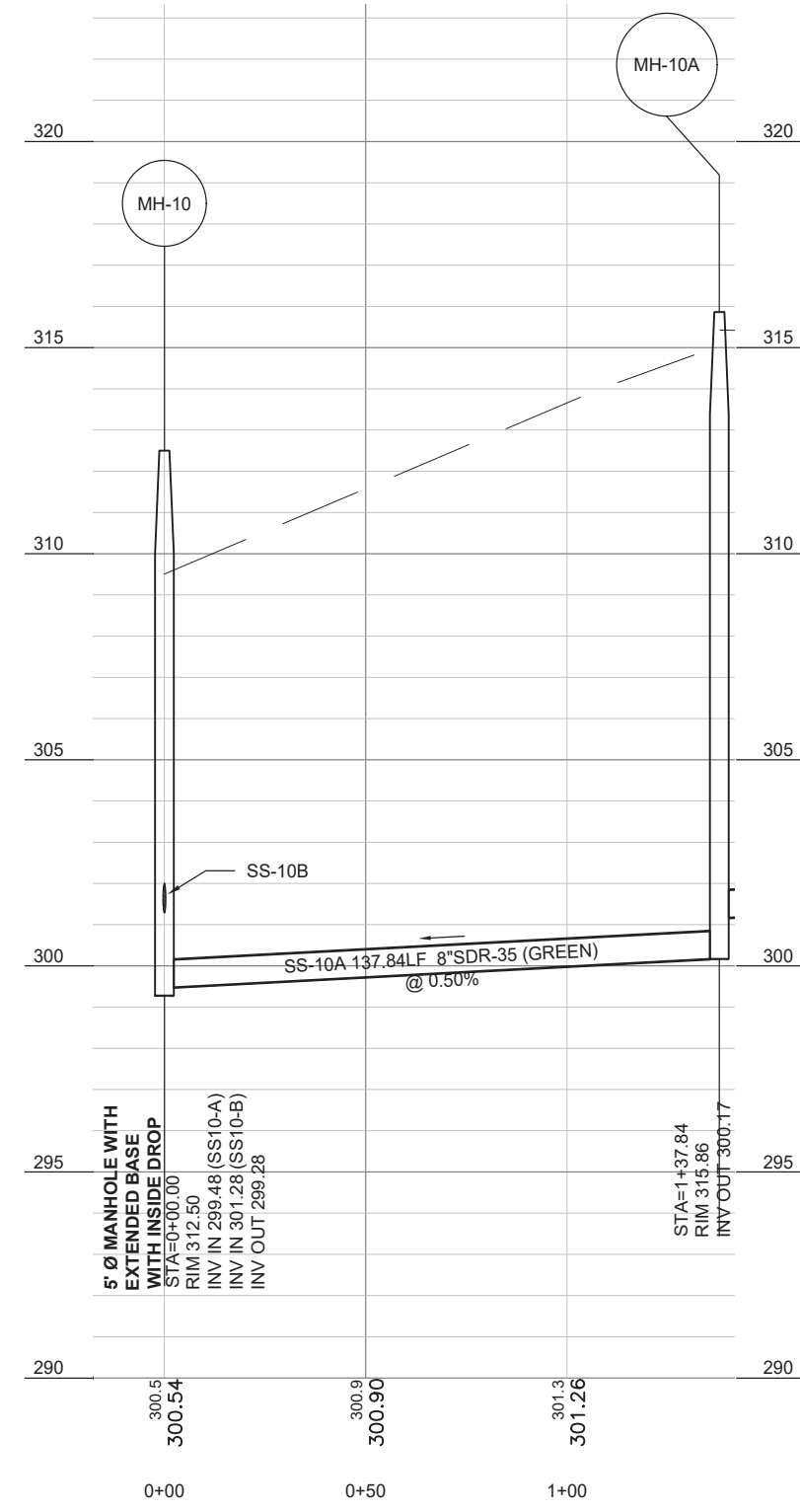
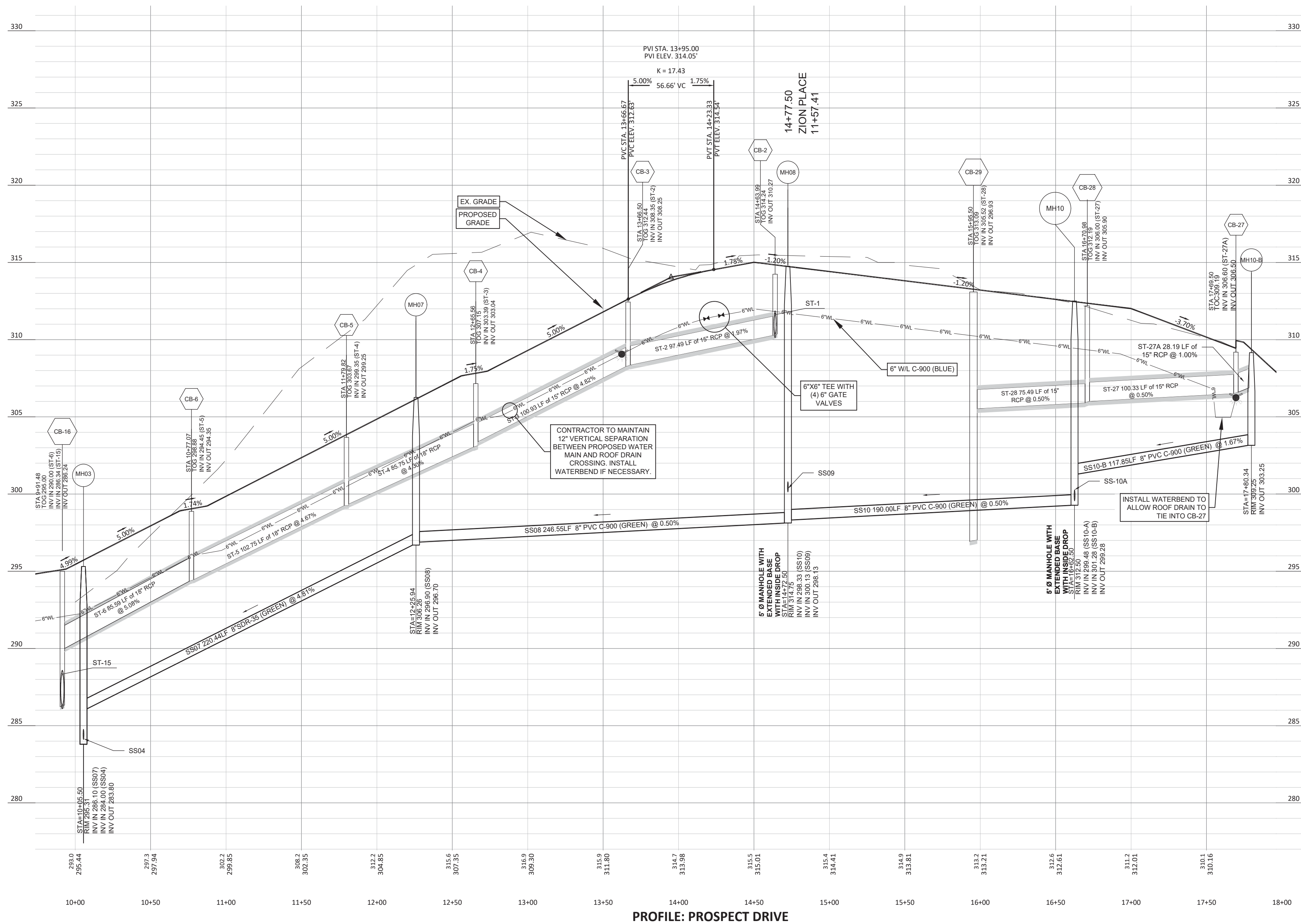
THE VILLAGE AT PARKVIEW
PHASES 1-8 & 9-16
TOWN OF CLAYTON, JOHNSTON COUNTY, NORTH CAROLINA

PLAN & PROFILE
OUTLOOK PLACE 10+00 TO 16+20
PROSPECT DRIVE 16+20 TO 17.62

DESIGN: EK
DRAWN: JTH
CHECKED: AWI
HORIZONTAL SCALE:
SEE GRAPHIC SCALE
VERTICAL SCALE:
V.A.
DATE: 10/24/2019
JOB NO.:
SHEET: C6.02



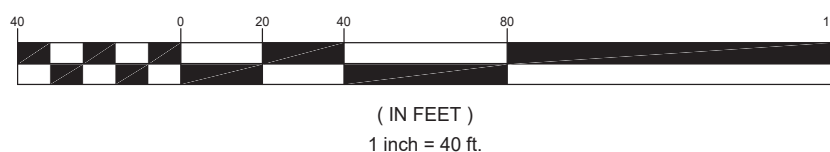
LEGEND	
PROPOSED	W/L
BLOWOFF	
HYDRANT	
VALVE	
METER	
SEWERLINE	SS
SANITARY MANHOLE	
SANITARY CLEANOUT	
STORM DRAINAGE	
CATCH BASIN	
DROP INLET/YARD INLET	
FLARED END SECTION	



REVISED
4/27/2020 10:01 PM

APPROVED FOR
CONSTRUCTION

GRAPHIC SCALE



DESIGN	EK
DRAWN	JTH
CHECKED	AWH
HORIZONTAL SCALE	SEE GRAPHIC SCALE
VERTICAL SCALE	SEE GRAPHIC SCALE
DATE	10/24/2019
JOB NO.	
SHEET	

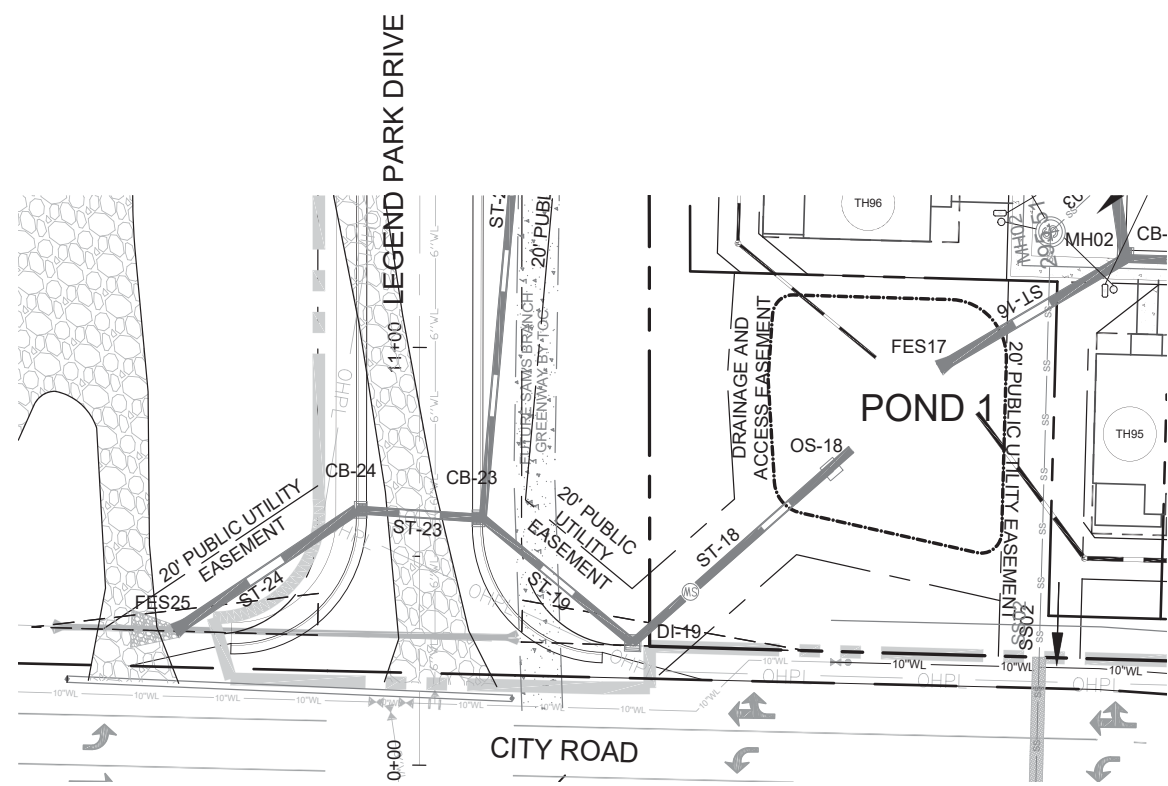
C6.03

THE VILLAGE AT PARKVIEW
PHASES 1-8 & 9-16
TOWN OF CLAYTON, JOHNSTON COUNTY, NORTH CAROLINA

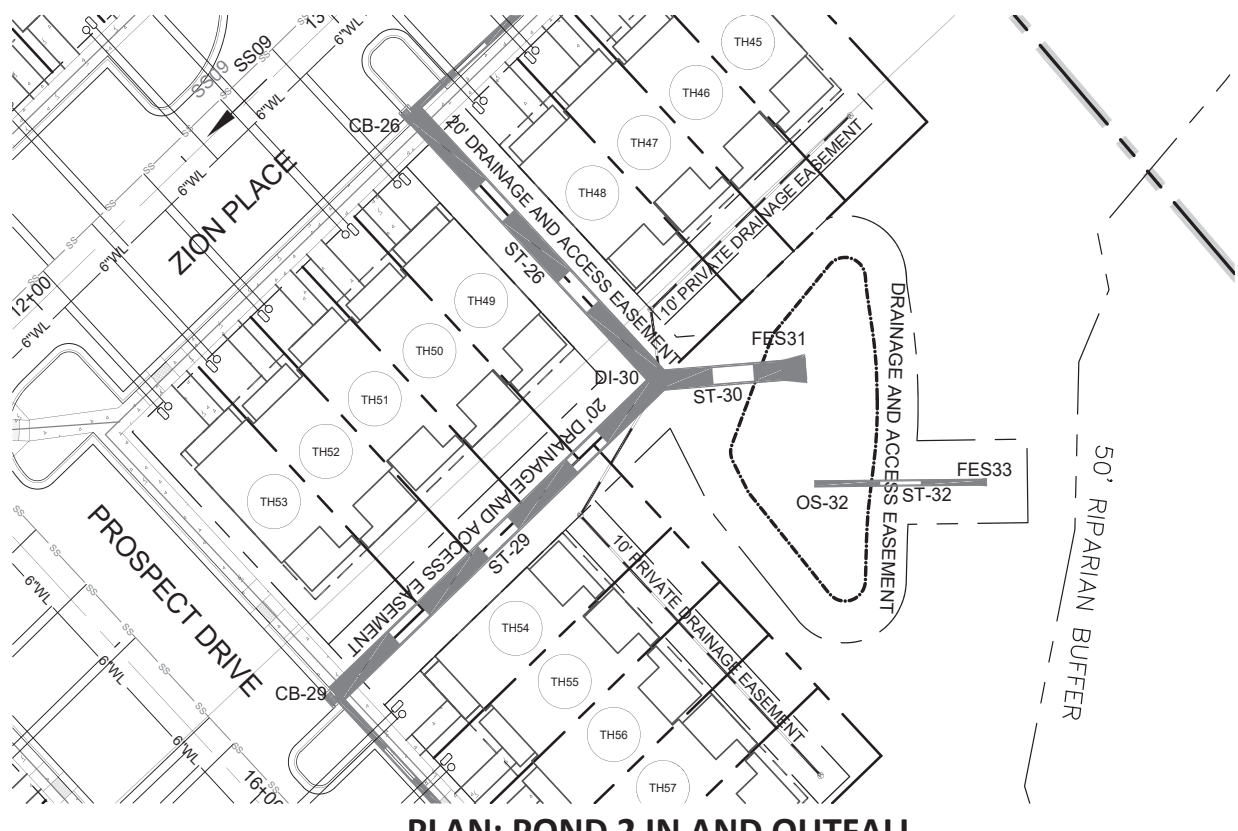
ADAMS & HODGE
ENGINEERING, PC

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CLAYTON, NC 27520
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PRN # C-1187

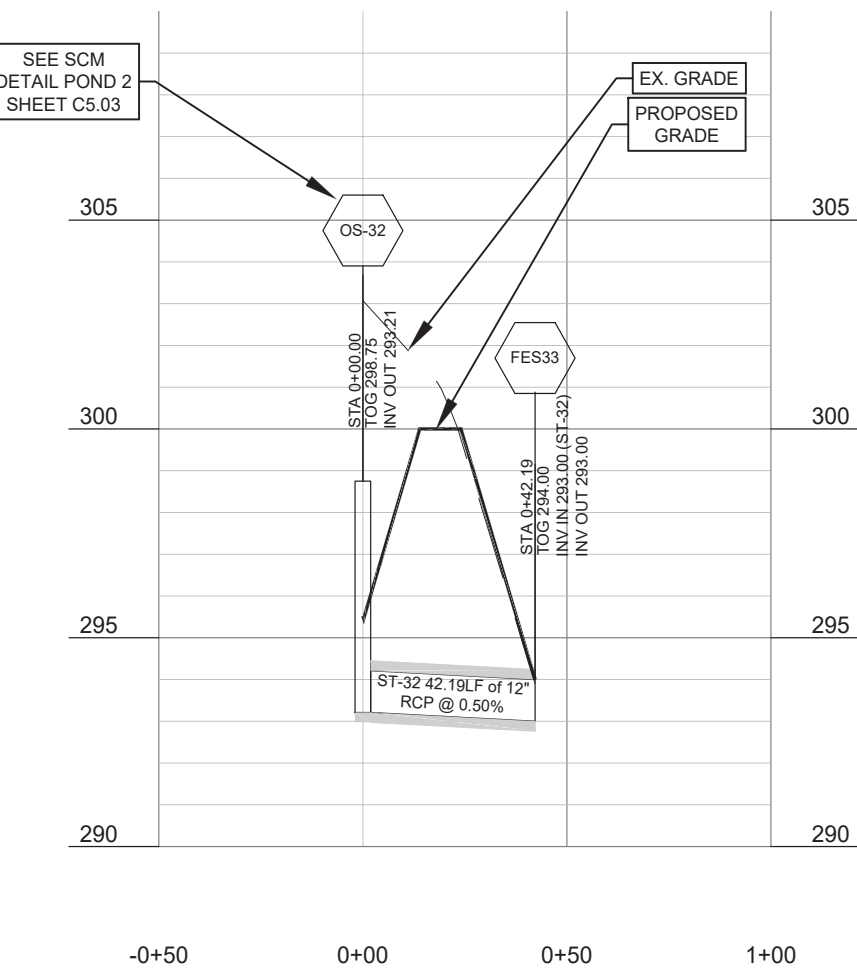
REVISIONS:
1. 2019.03.15 PER 0000
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10. 2019.03.15 PER 0000



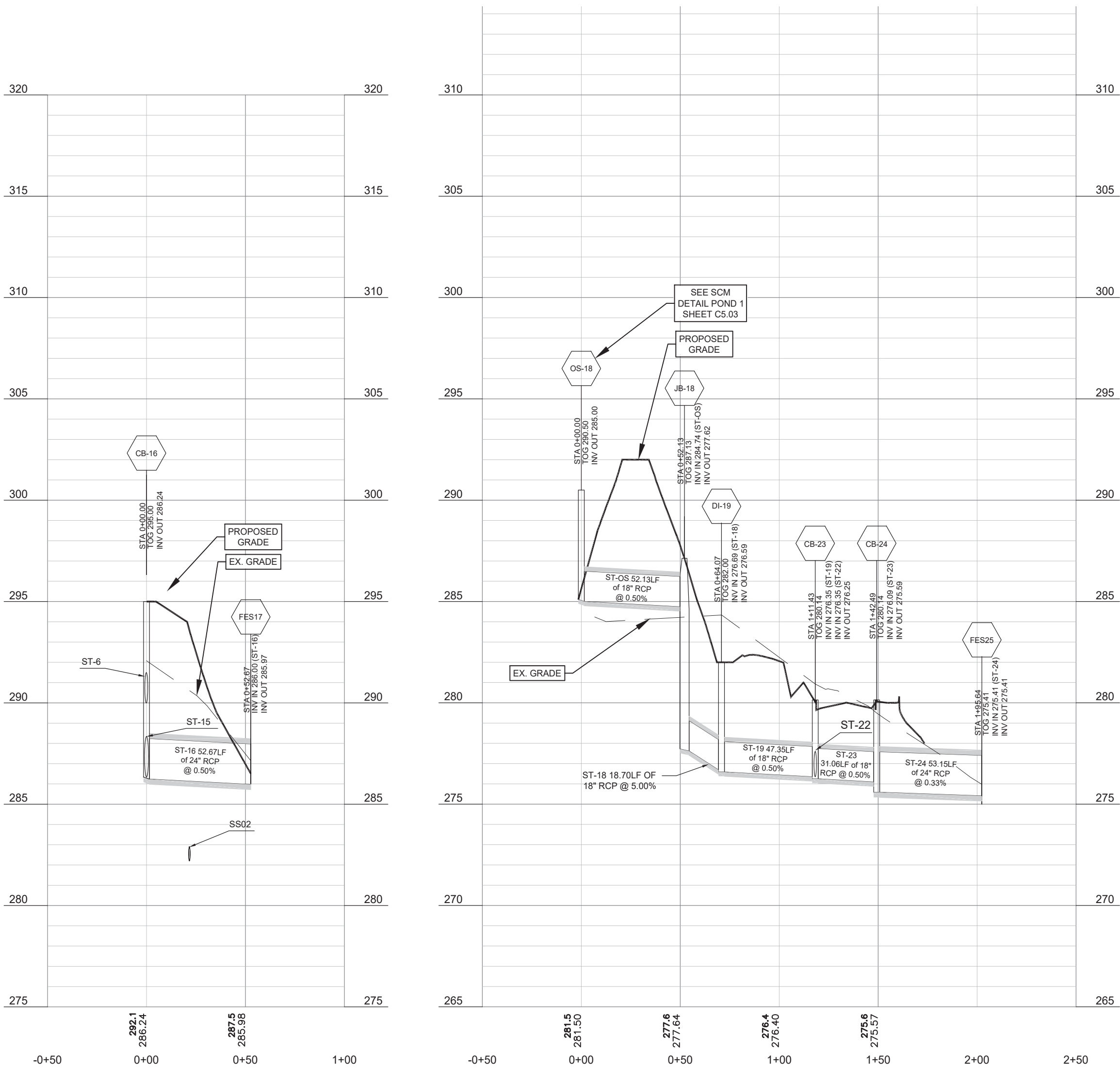
PROFILE: POND 1 IN AND OUTFALL



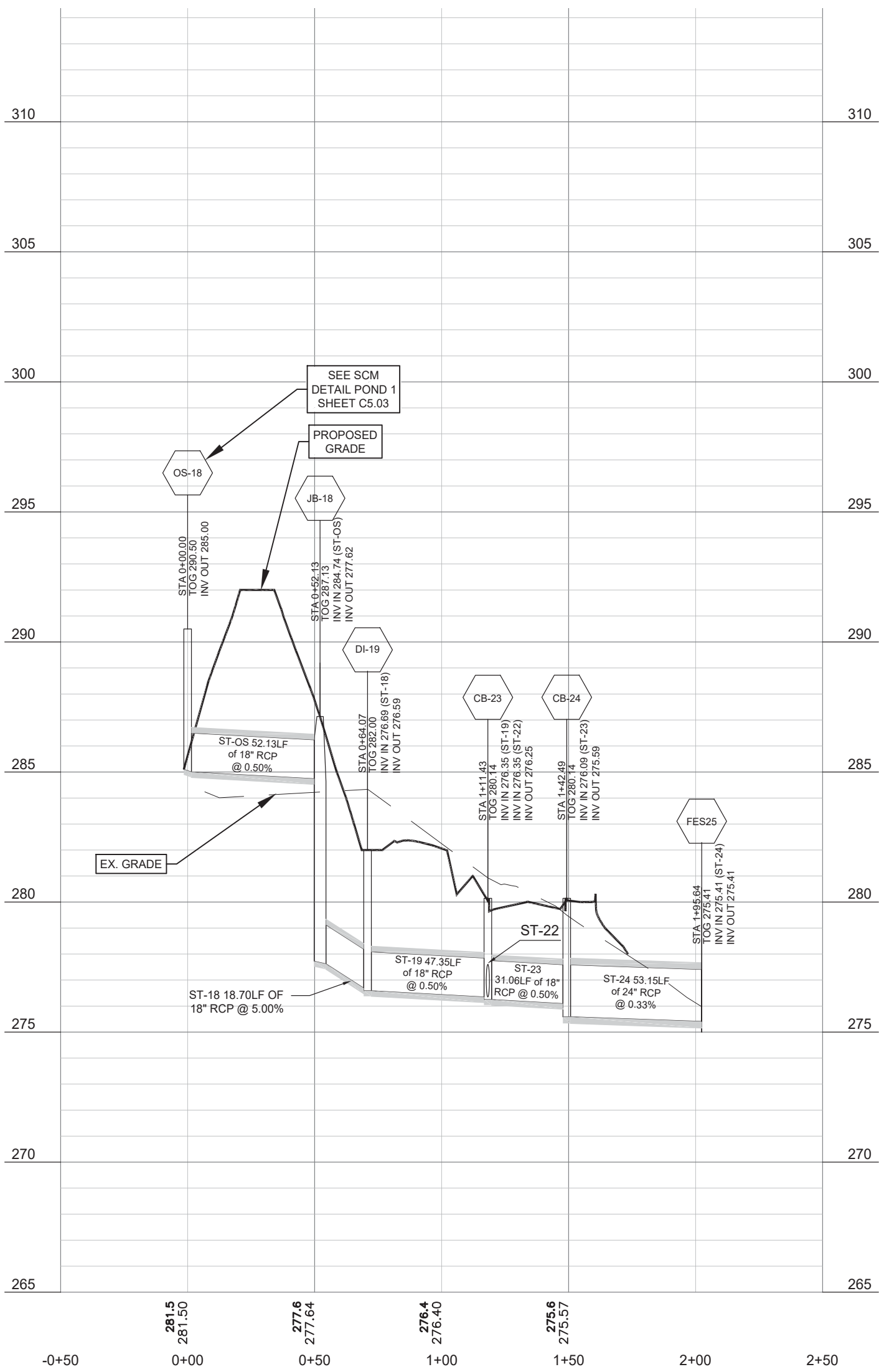
PLAN: POND 2 IN AND OUTFALL



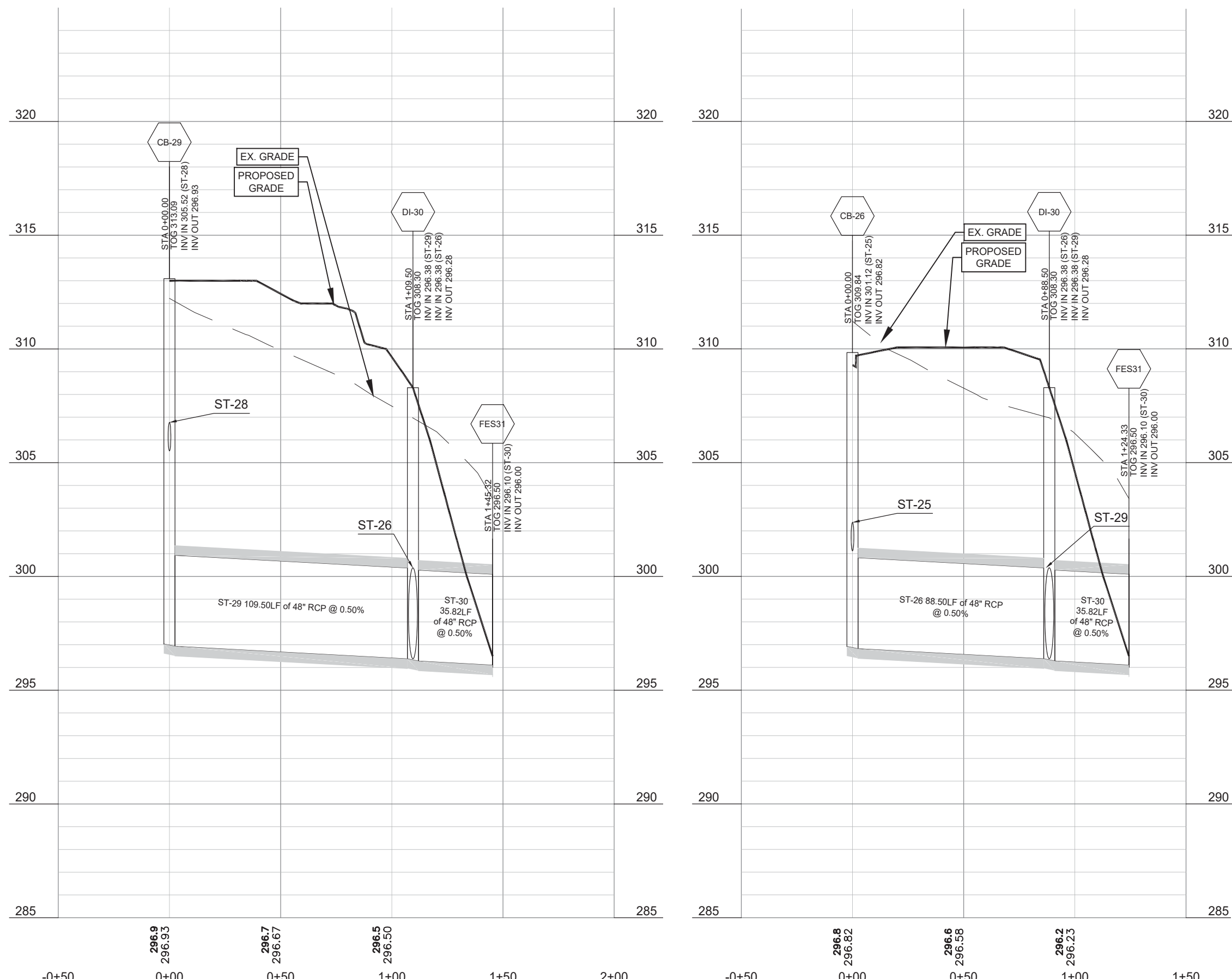
PROFILE: FES31 TO FES33



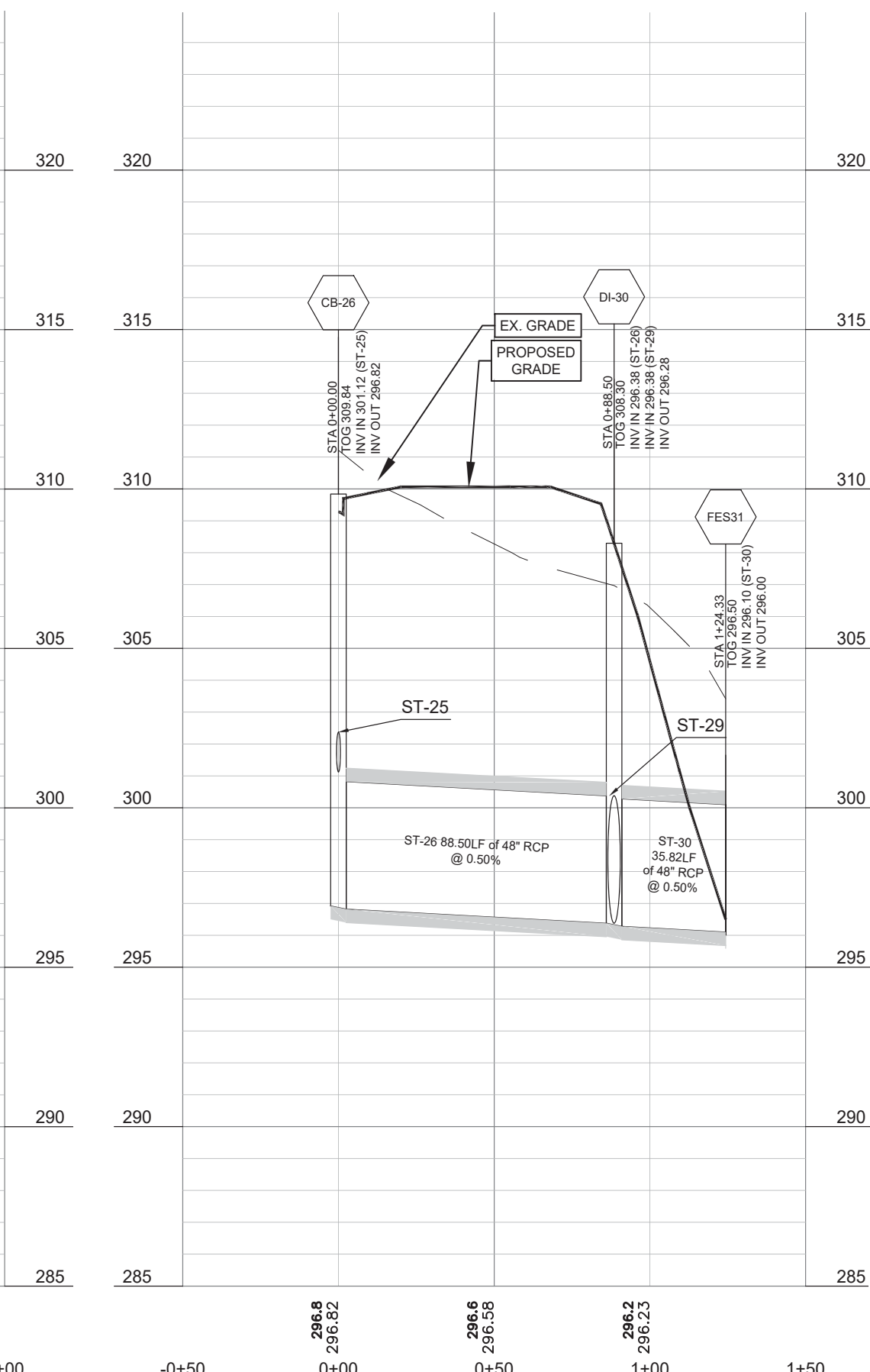
PROFILE: CB-17 TO FES17



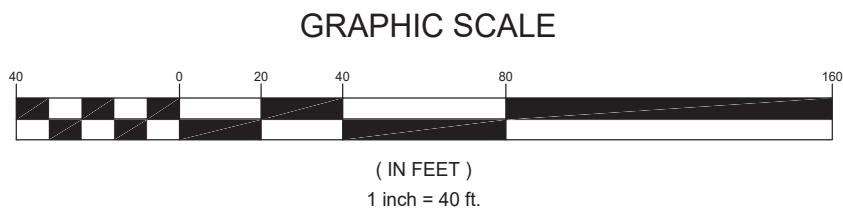
PROFILE: OS-18 TO FES25



PROFILE: CB-29 TO FES31



PROFILE: CB-26 TO FES31



REVISED
4/27/2020 10:02 PM

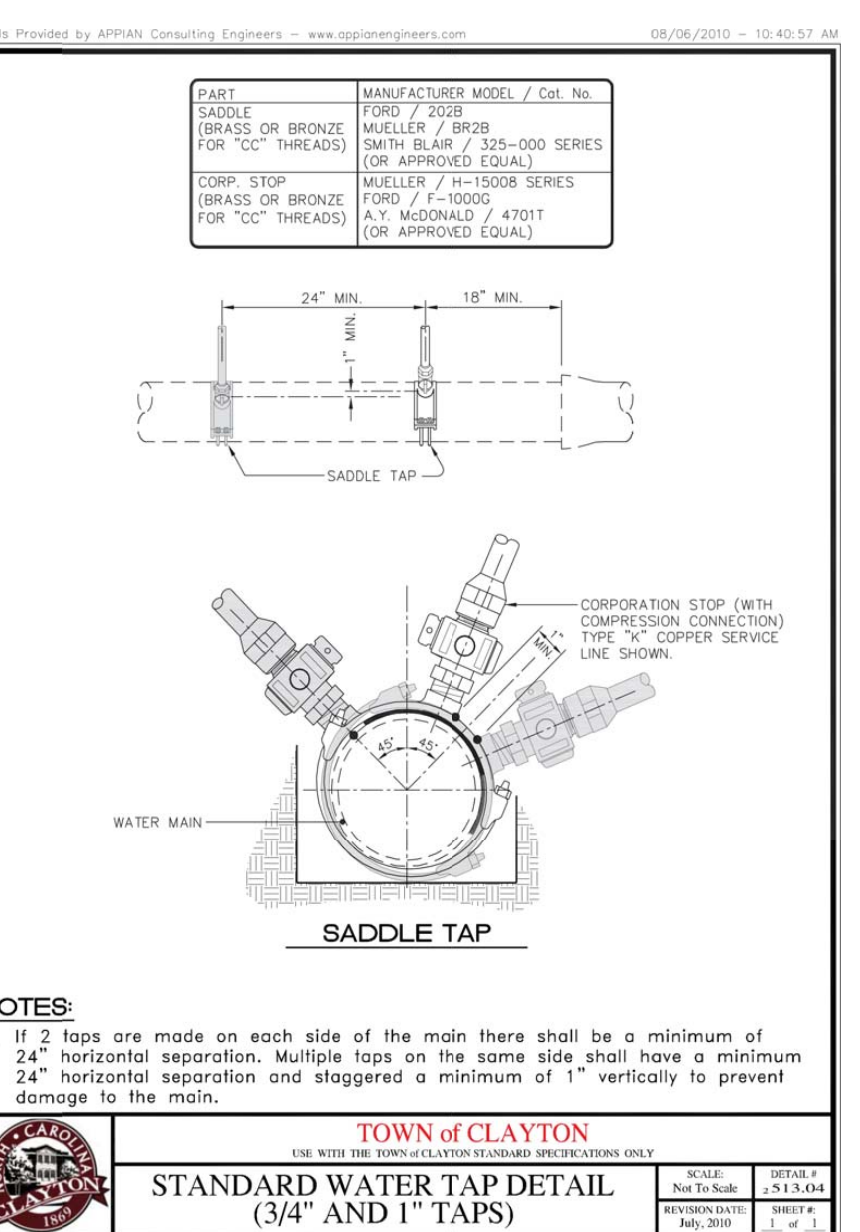
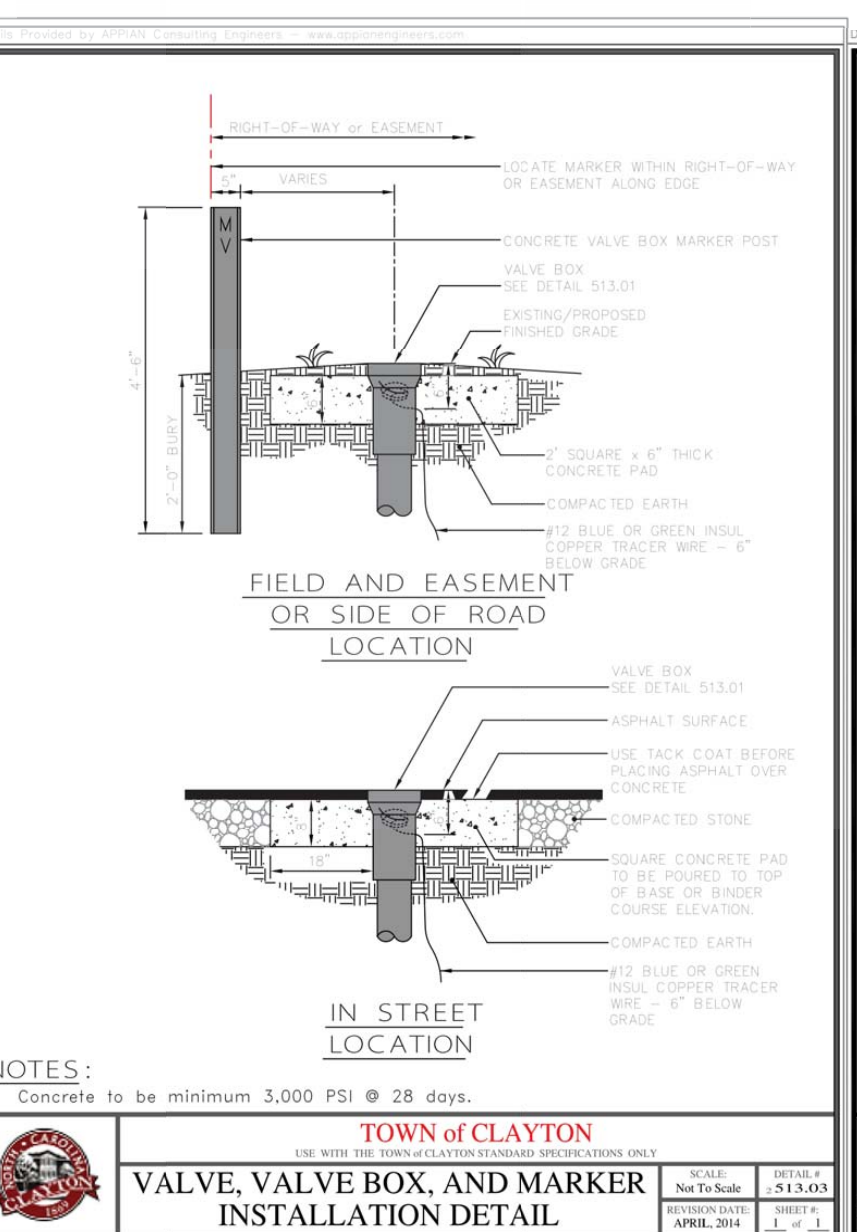
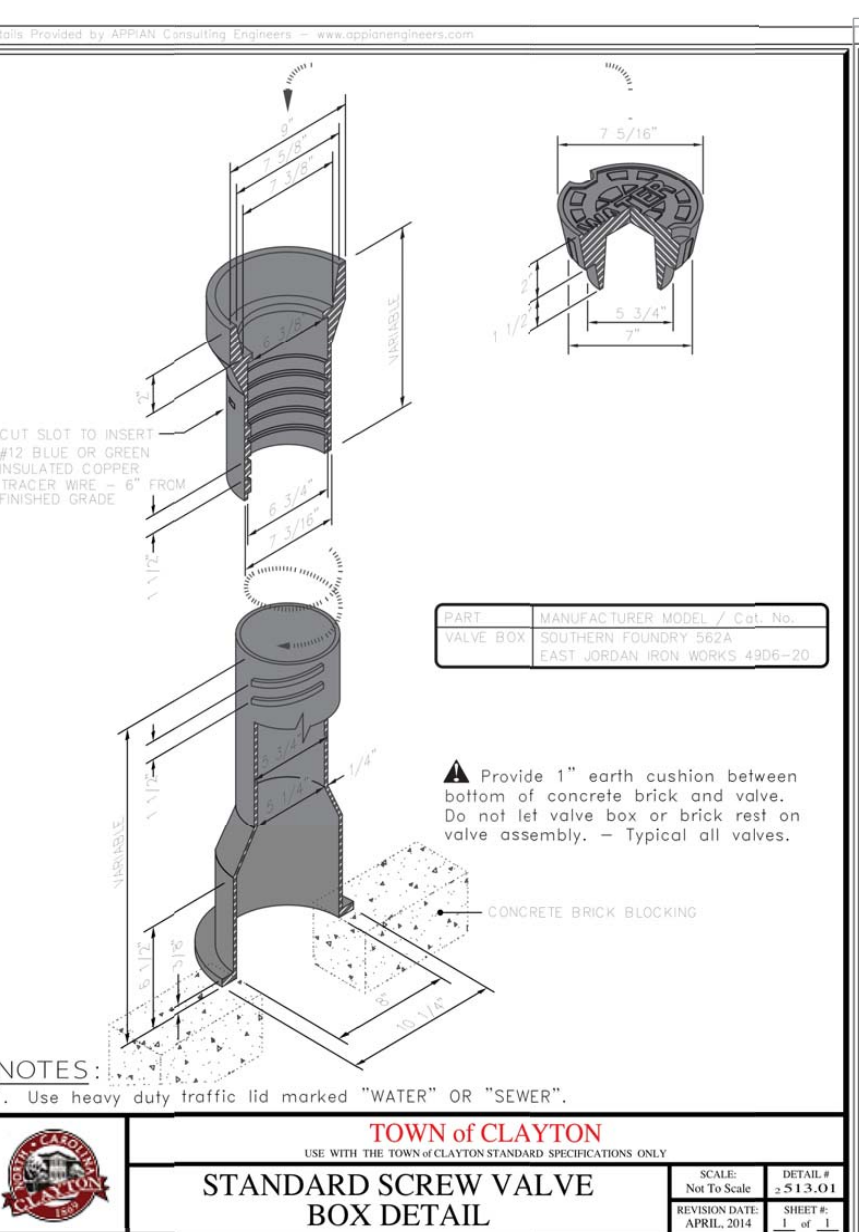
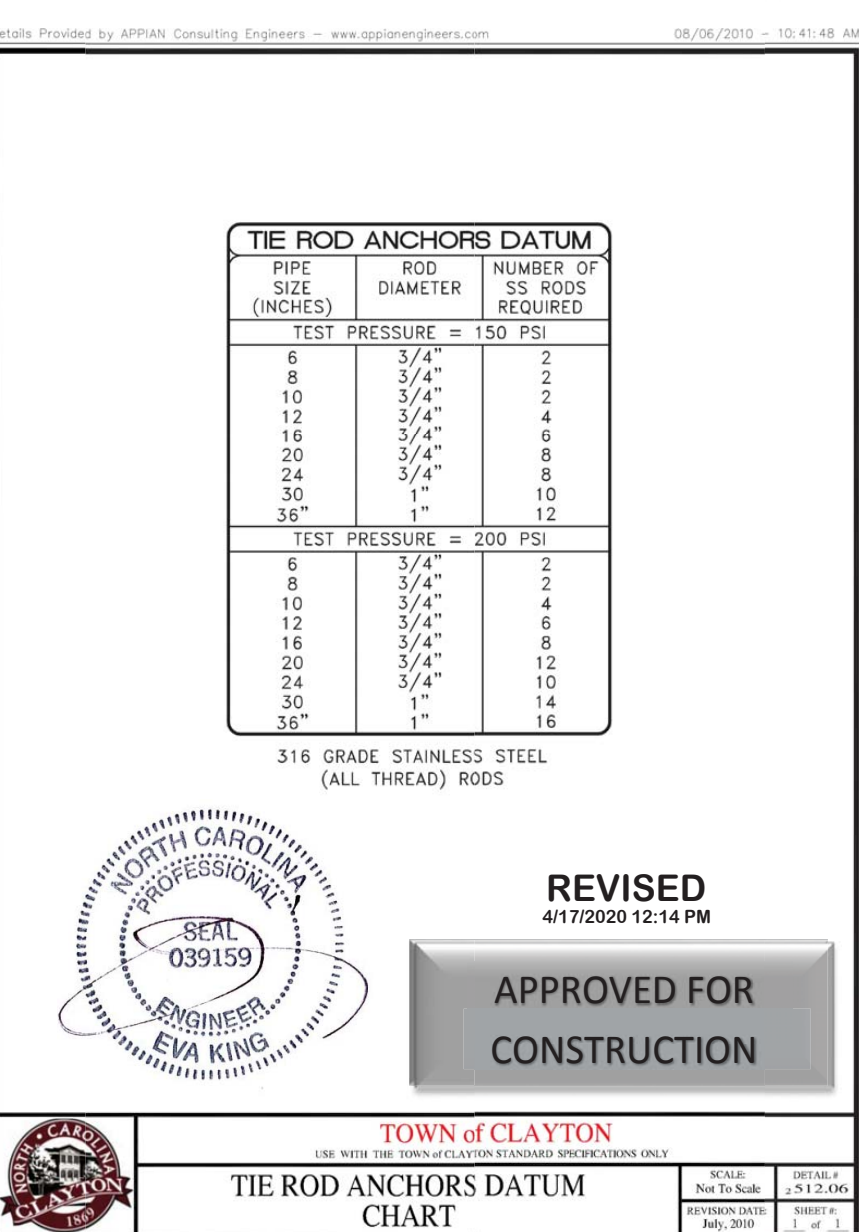
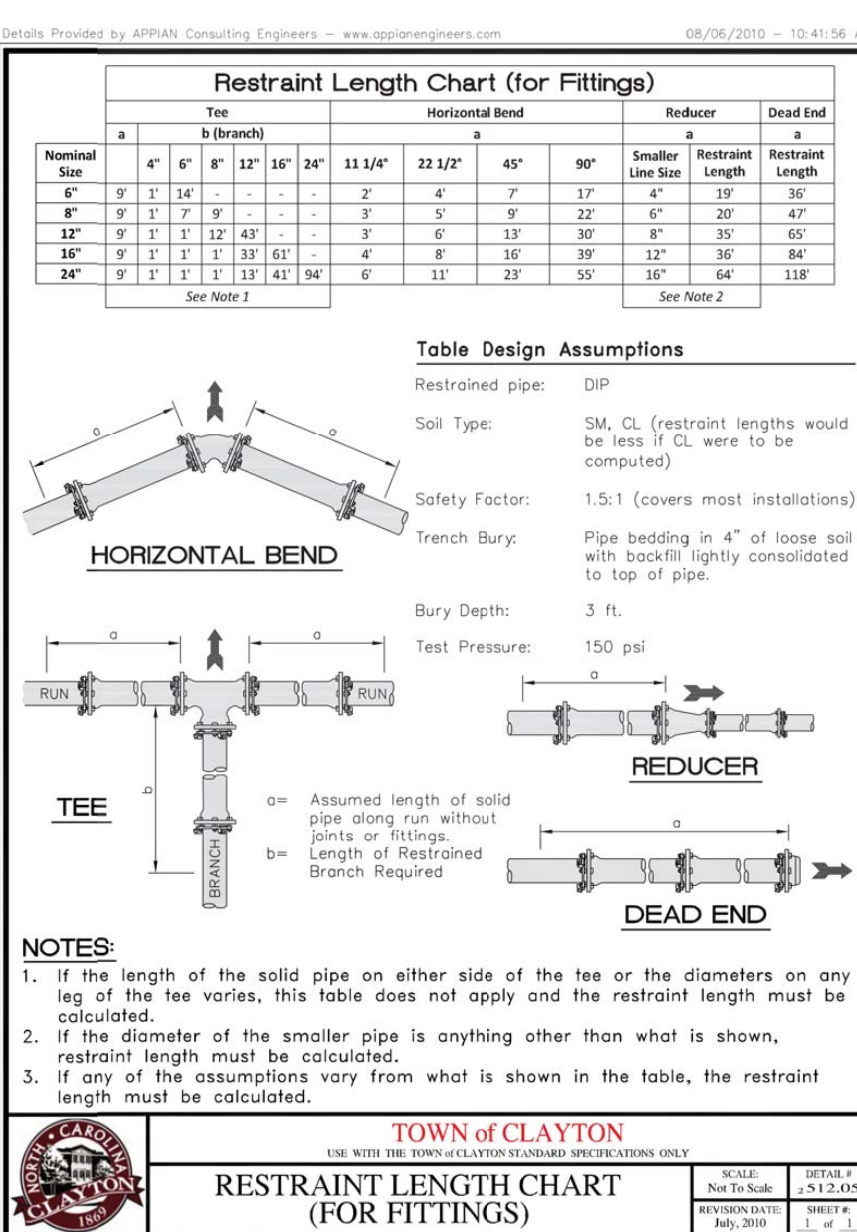
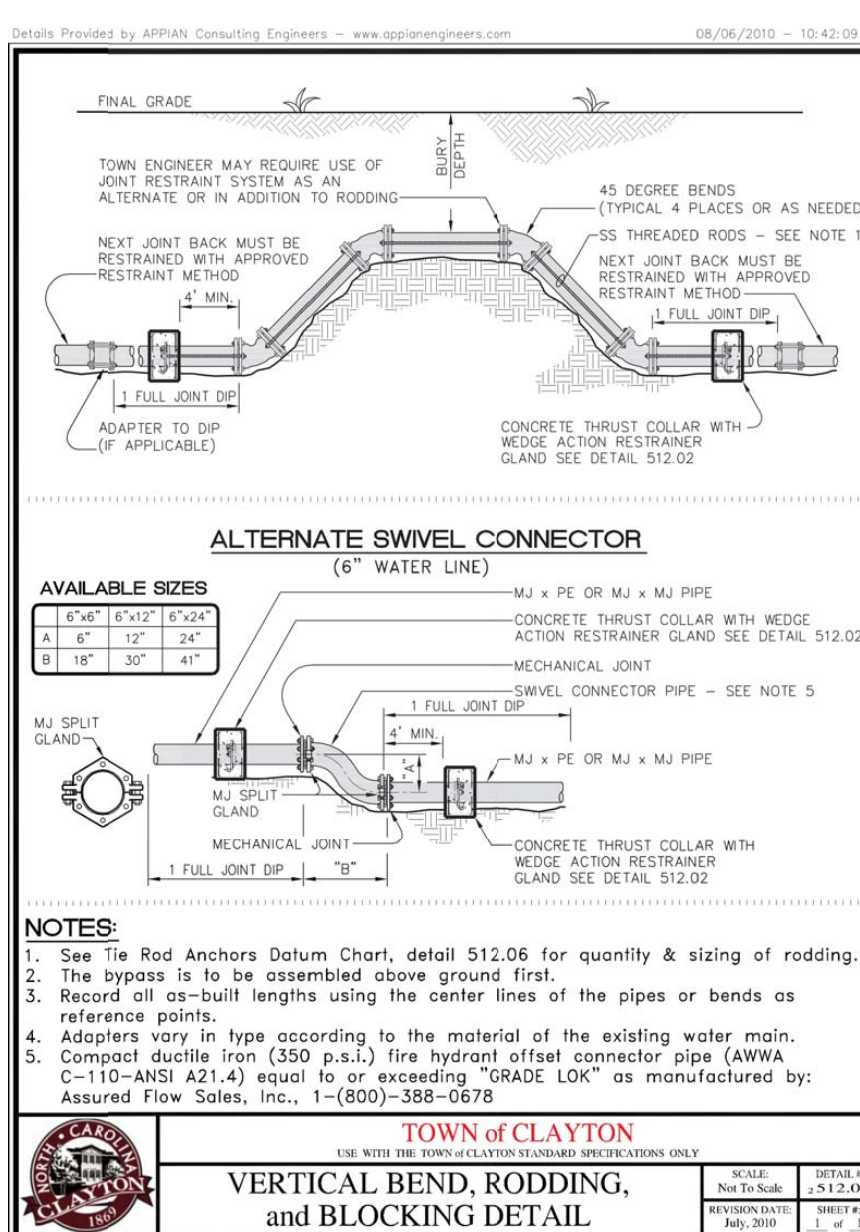
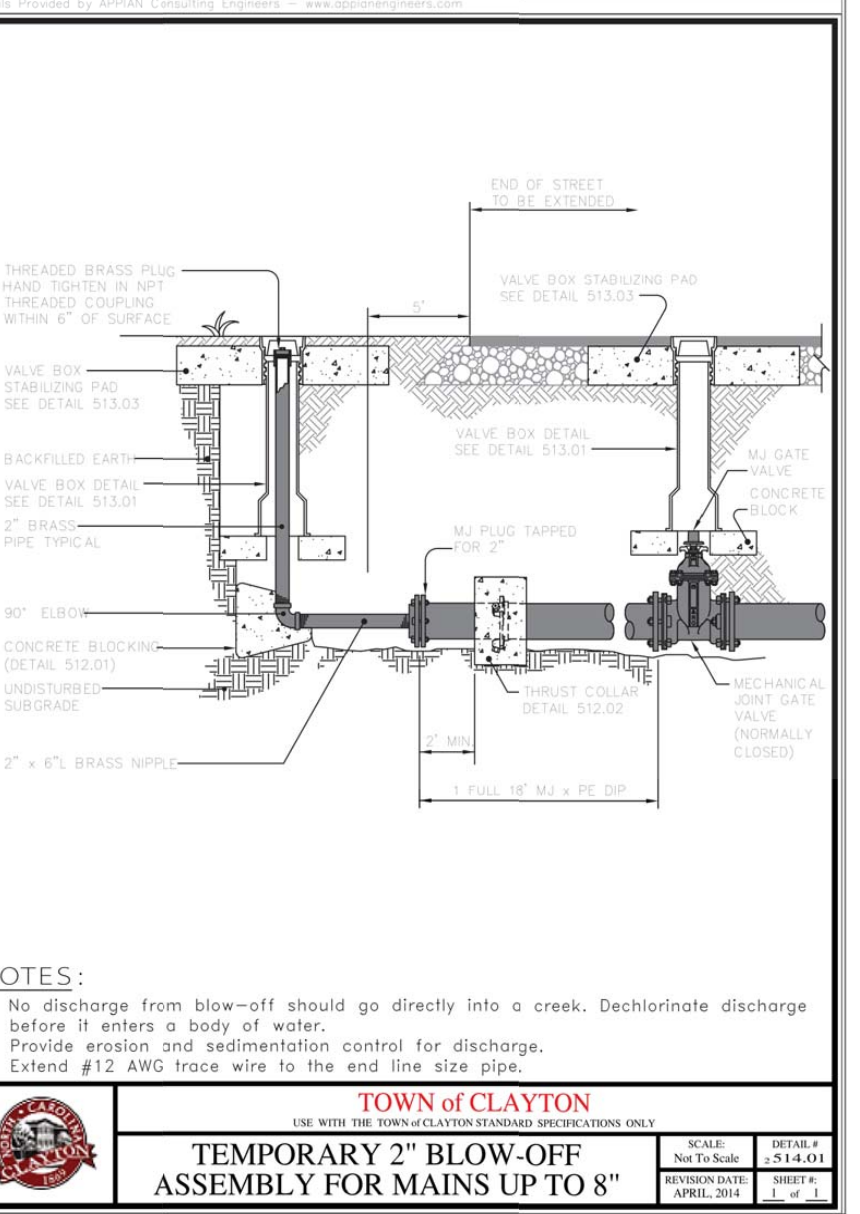
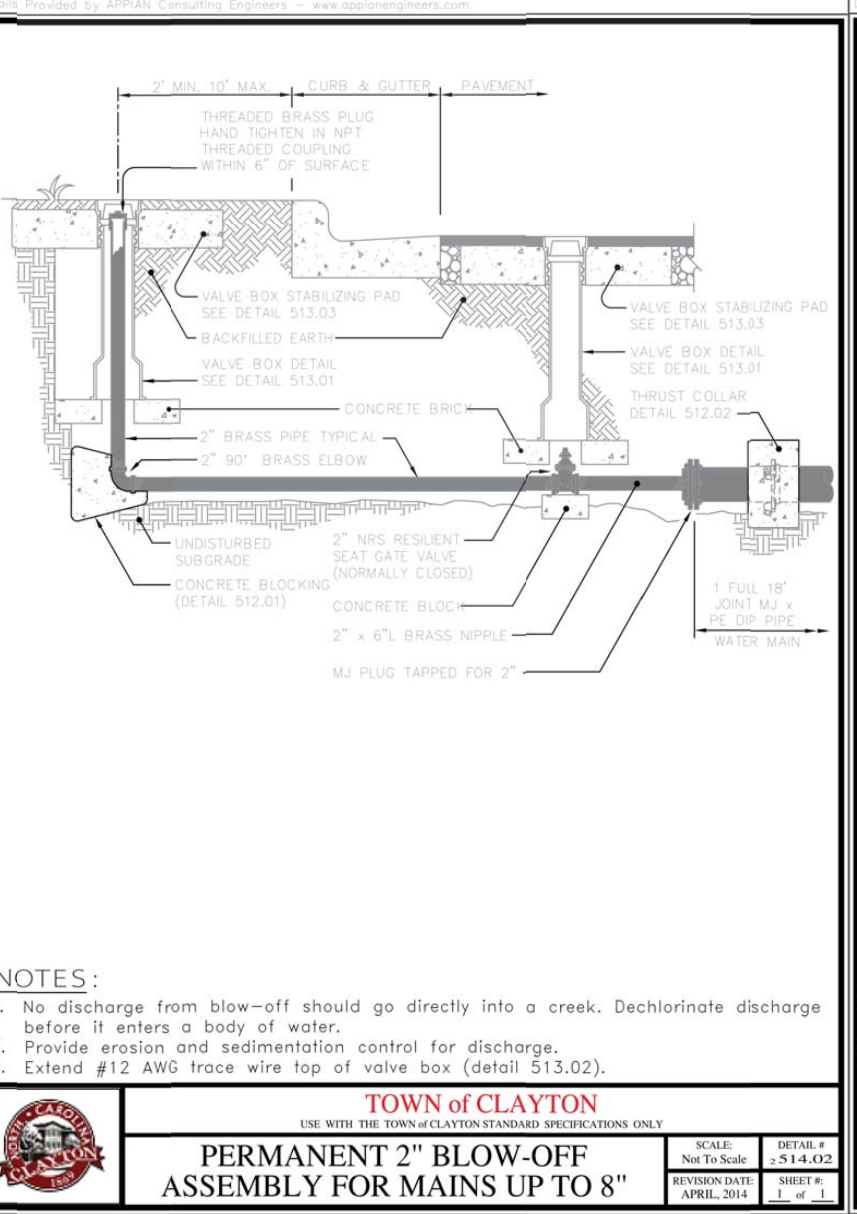
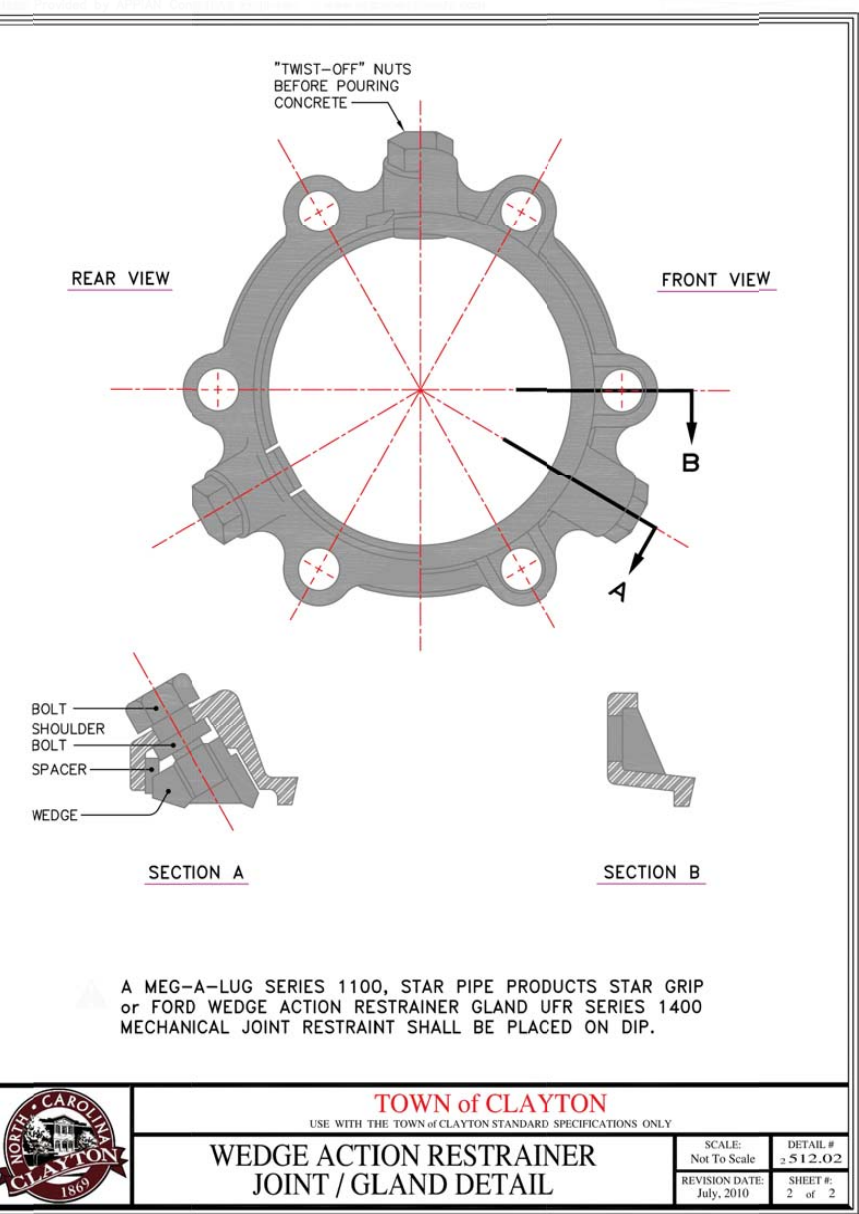
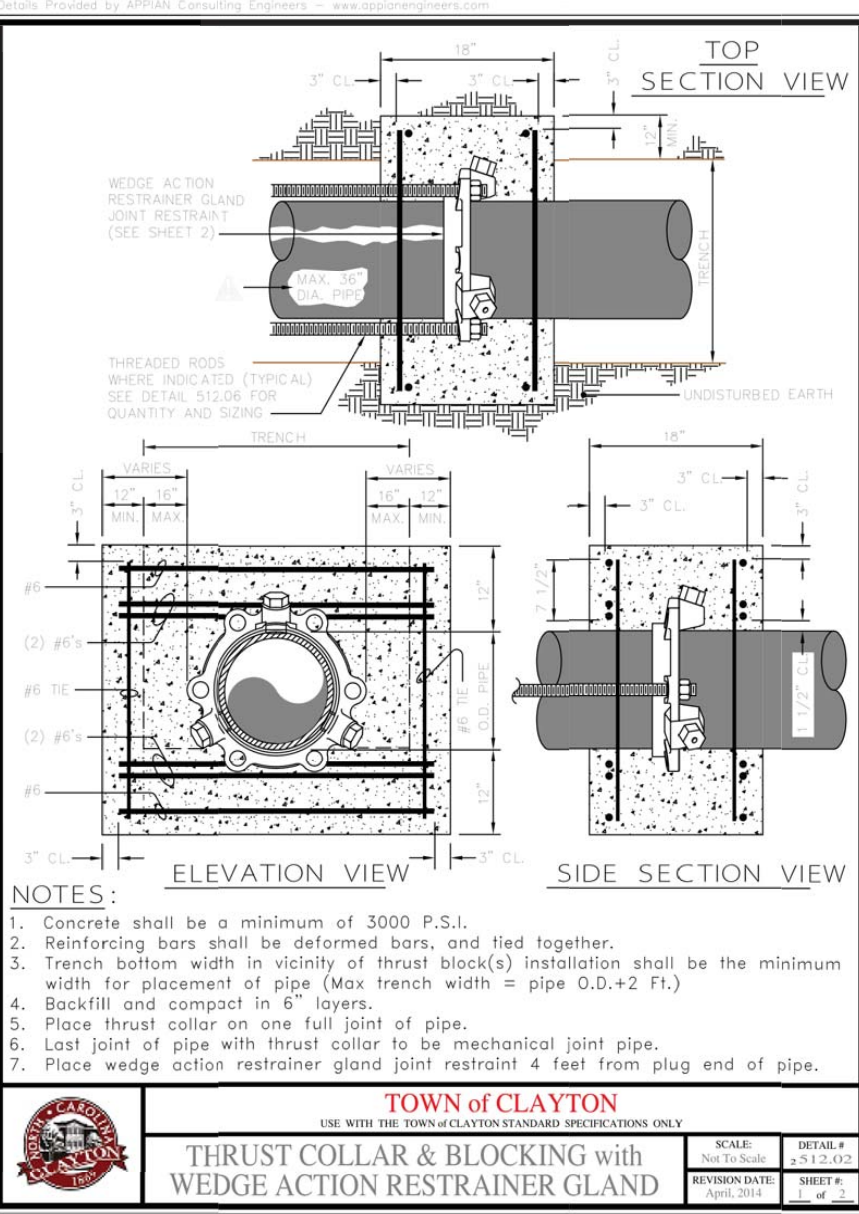
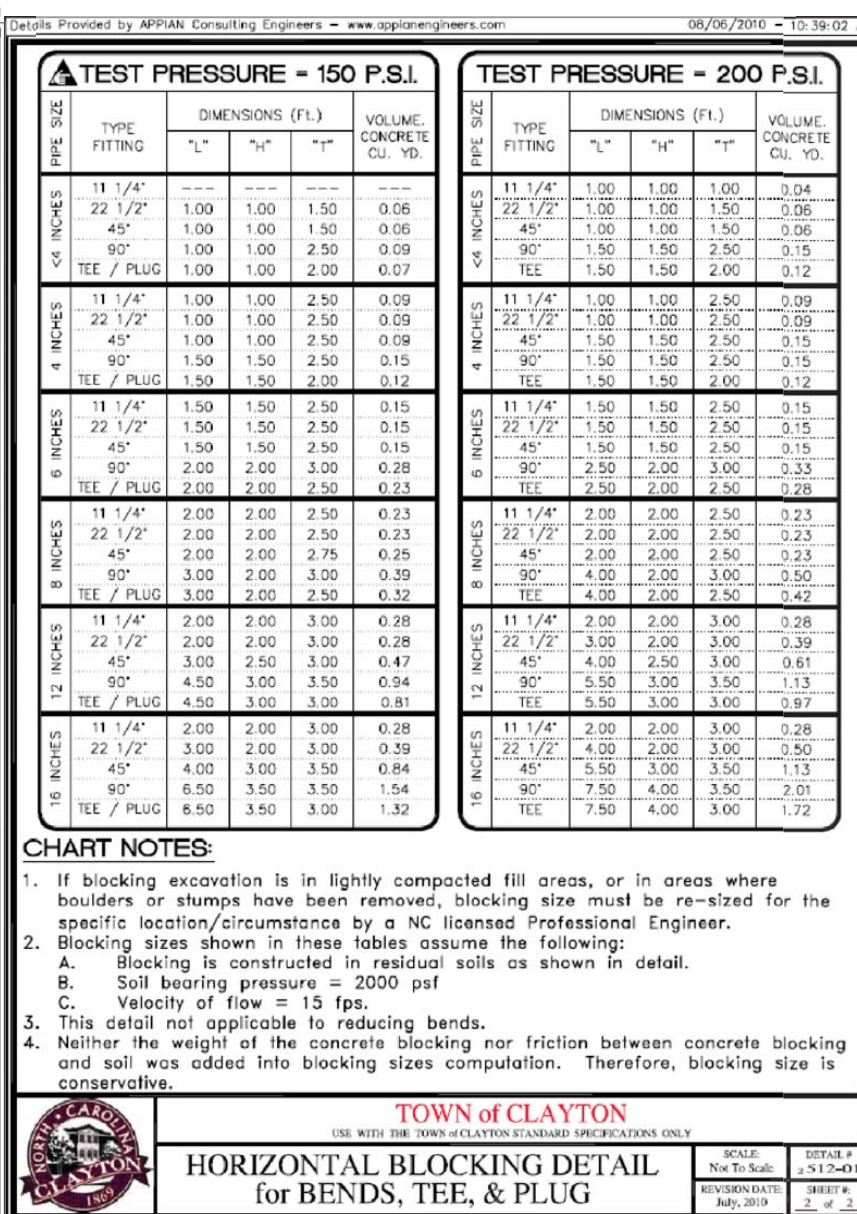
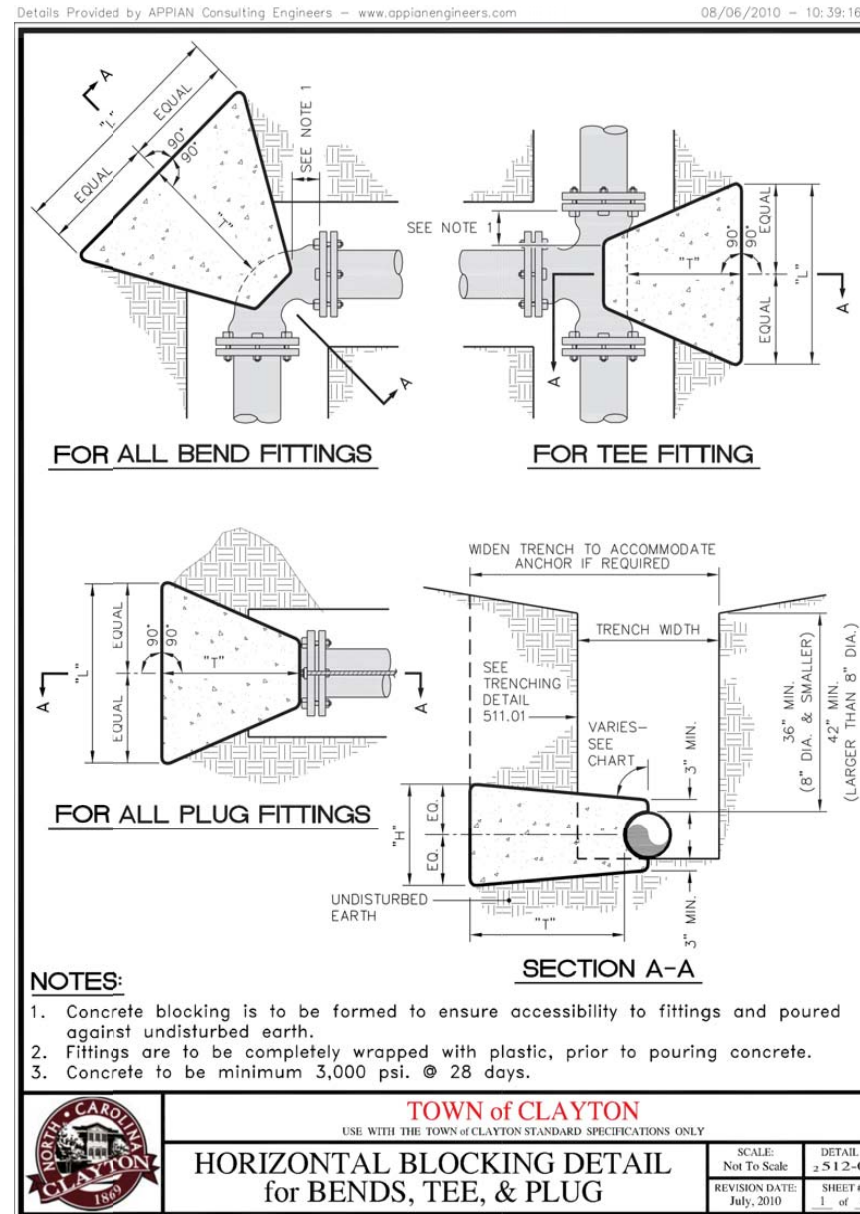
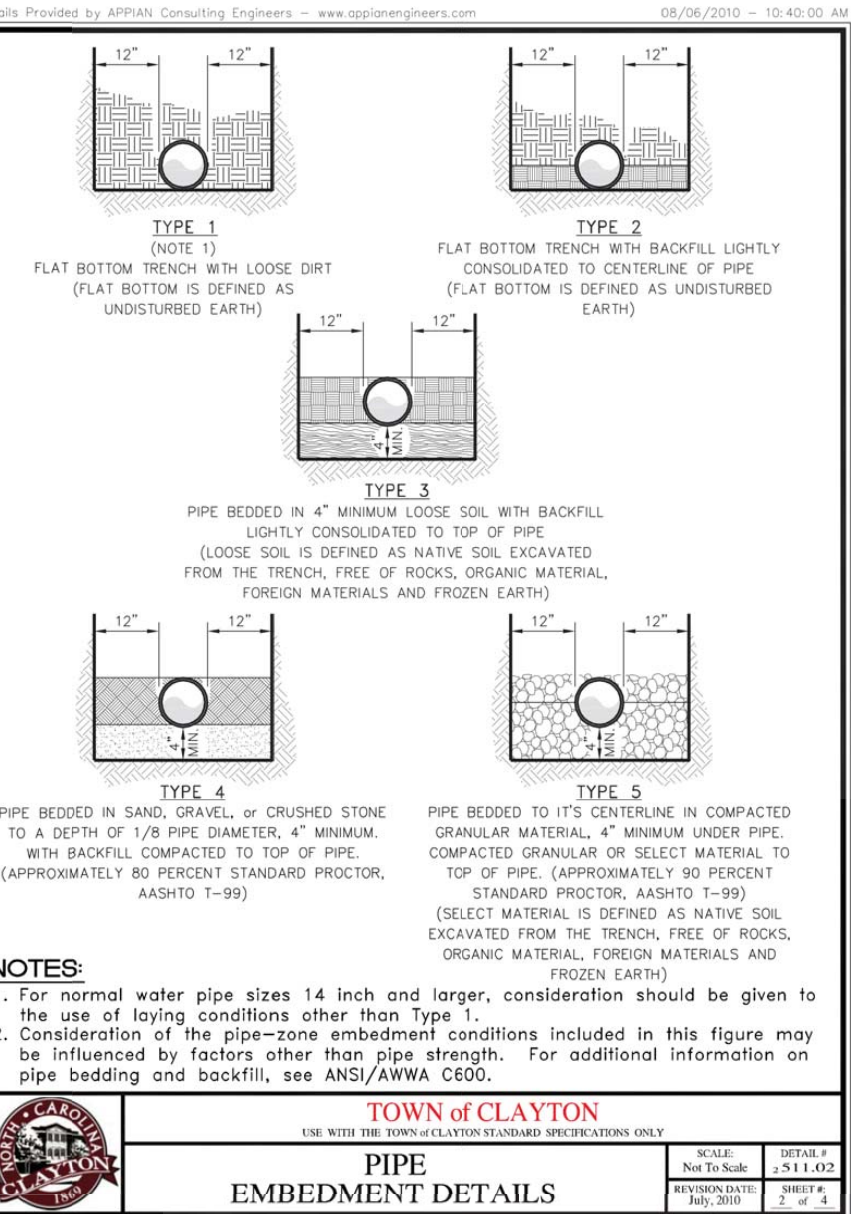
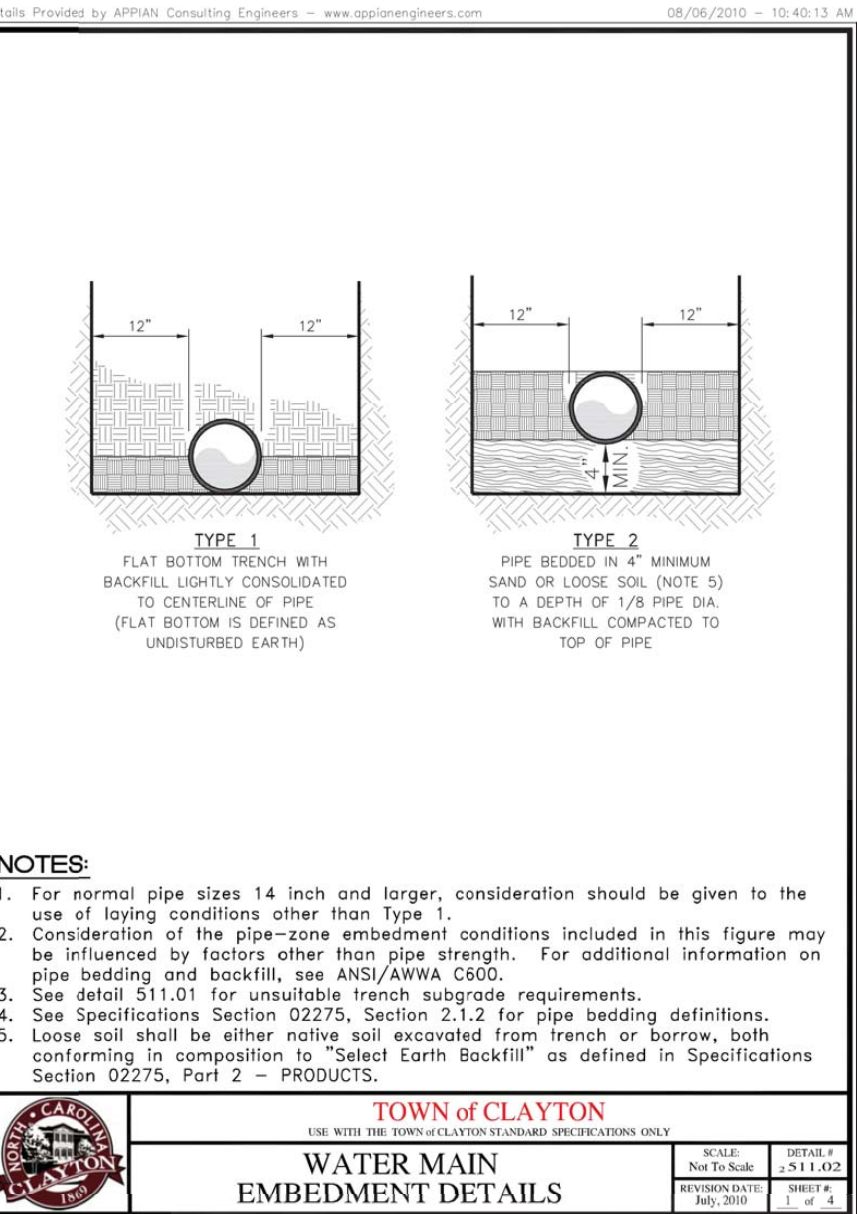
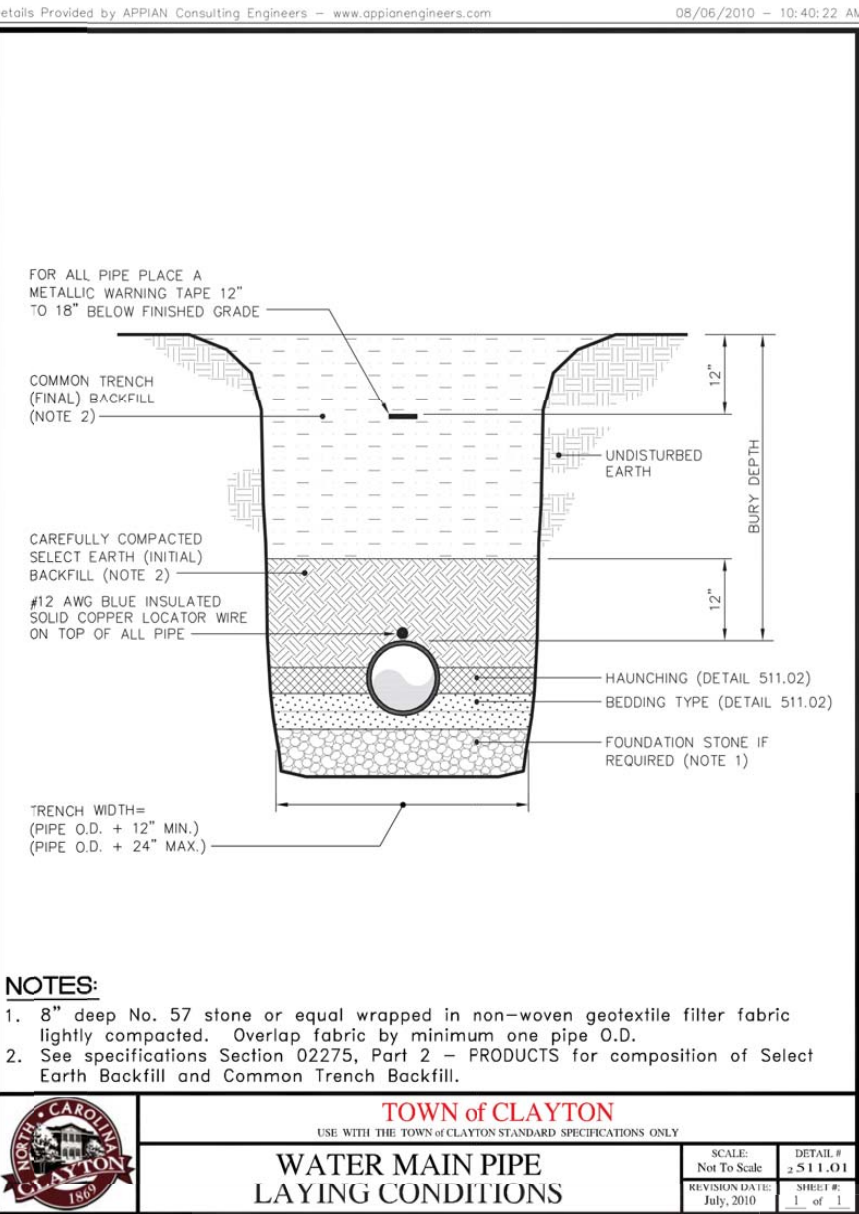
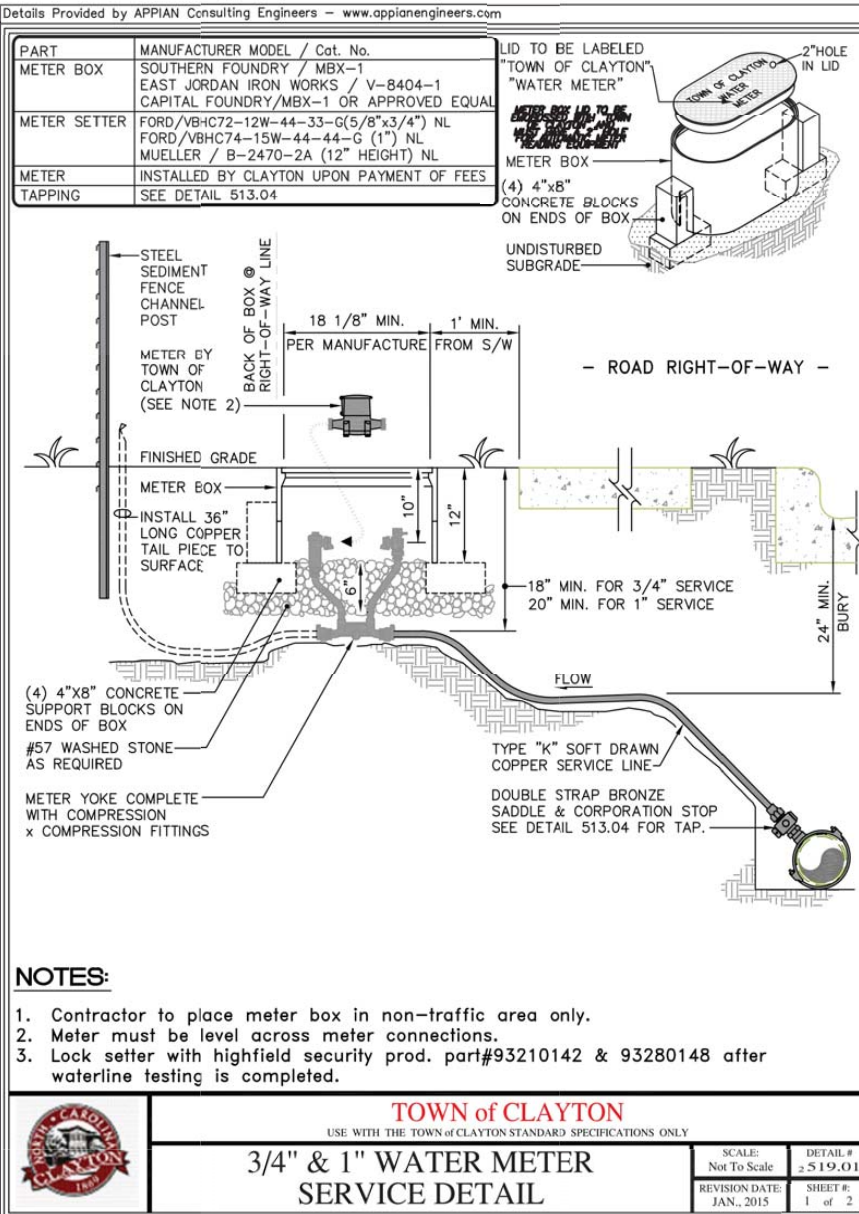
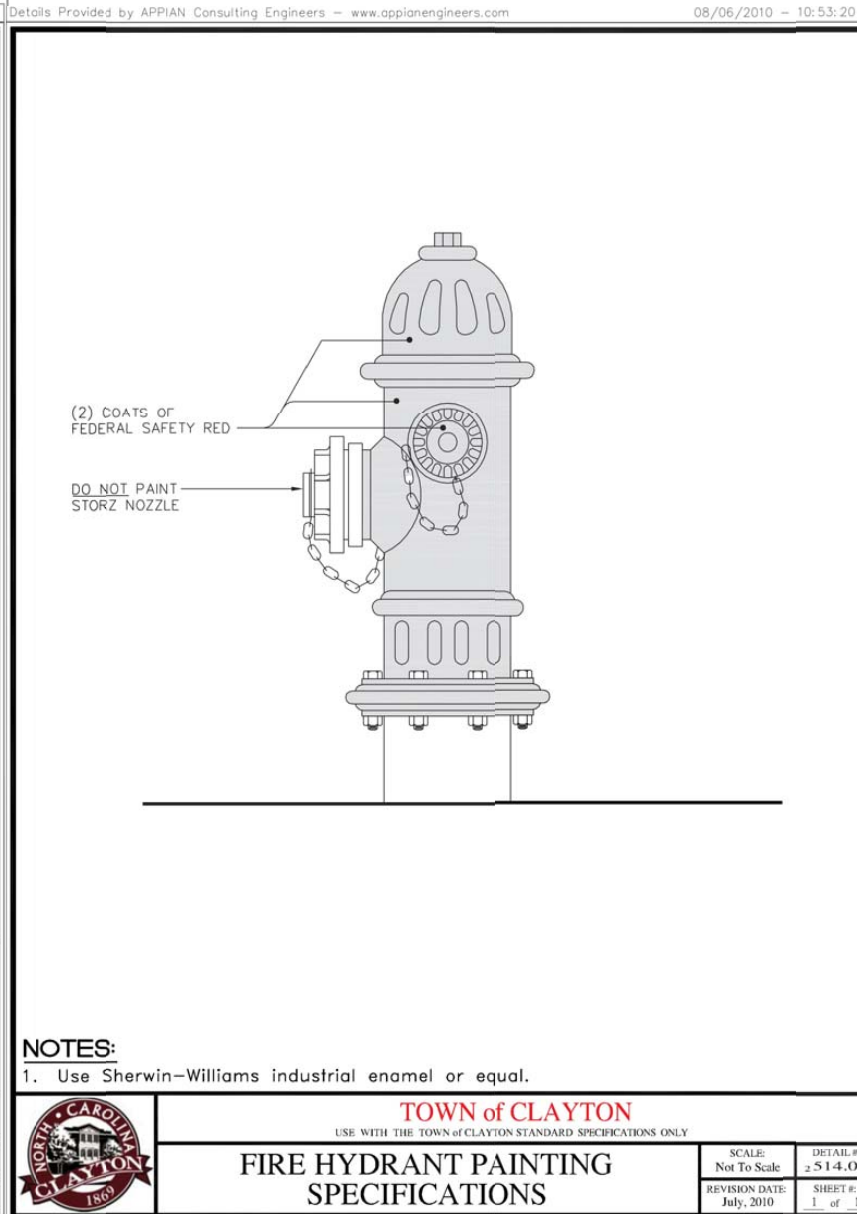
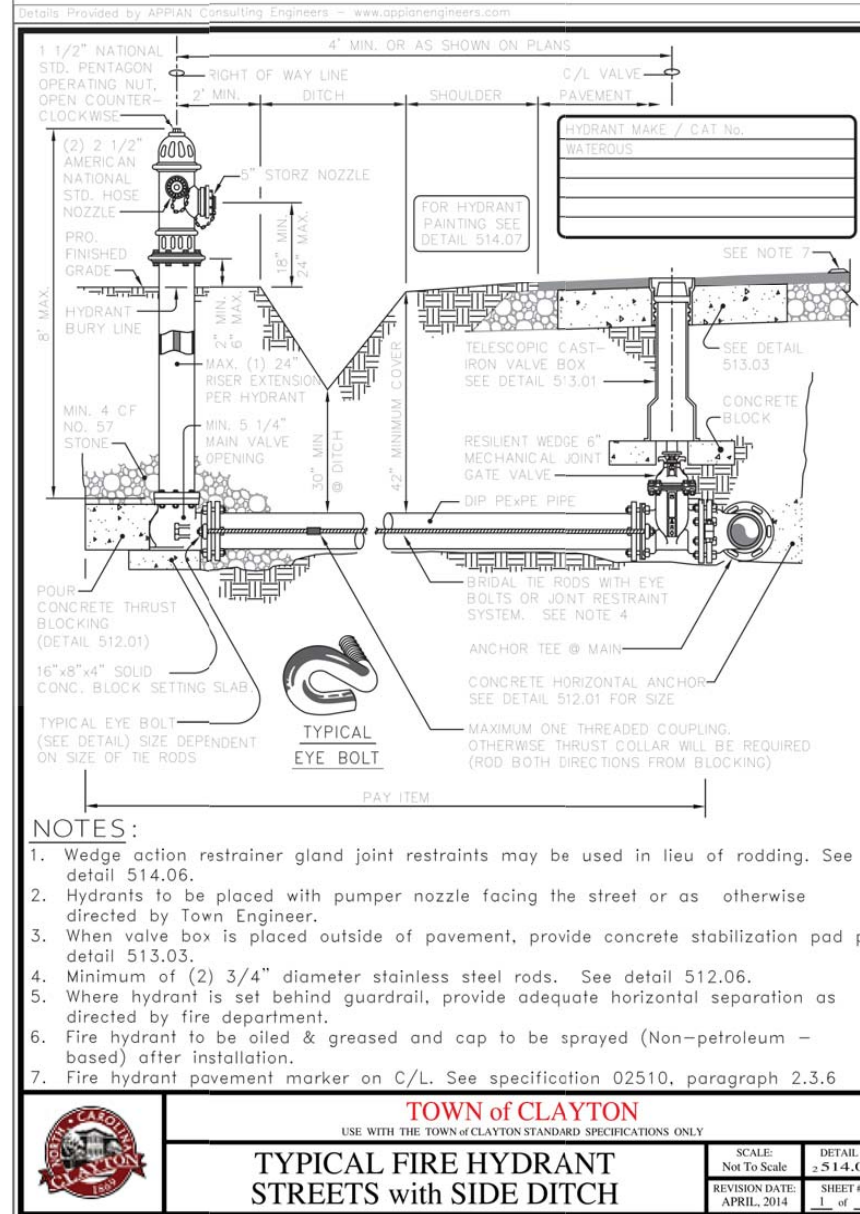
APPROVED FOR
CONSTRUCTION

314 EAST MAIN STREET
CLAYTON, NC 27520
info@adamsandhodge.com
919-243-1332
PRN # C-1187

ADAMS & HODGE
ENGINEERING, PC

THE VILLAGE AT PARKVIEW
PHASES 1-8 & 9-16
TOWN OF CLAYTON, JOHNSTON COUNTY, NORTH CAROLINA

DESIGN: EK
DRAWN: JTH
CHECKED: AWI
HORIZONTAL SCALE: SEE GRAPHIC SCALE
VERTICAL SCALE: V/A
DATE: 10/24/2019
JOB NO.:
SHEET: C6.05



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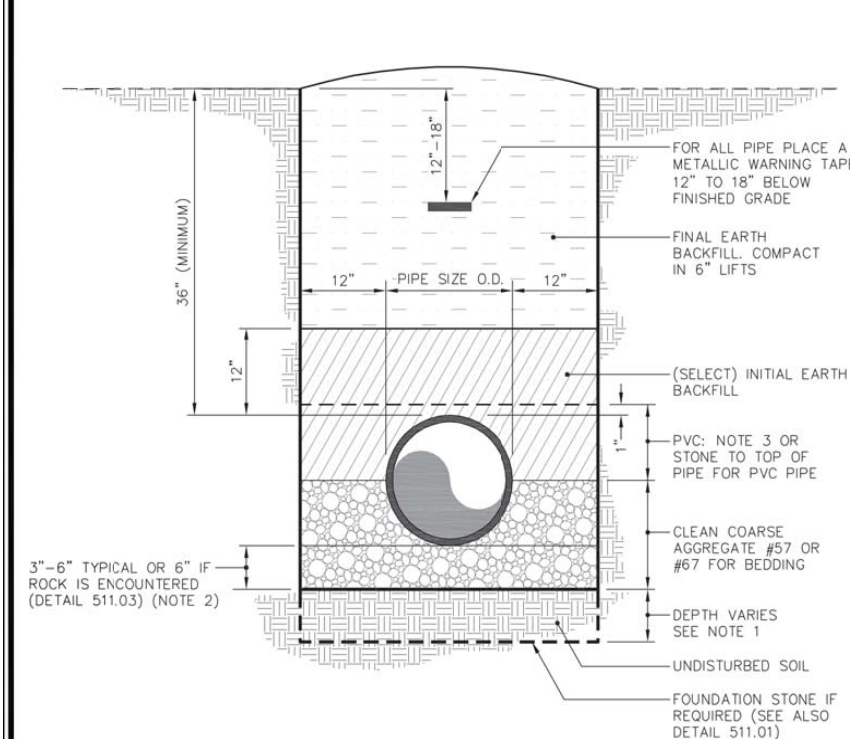
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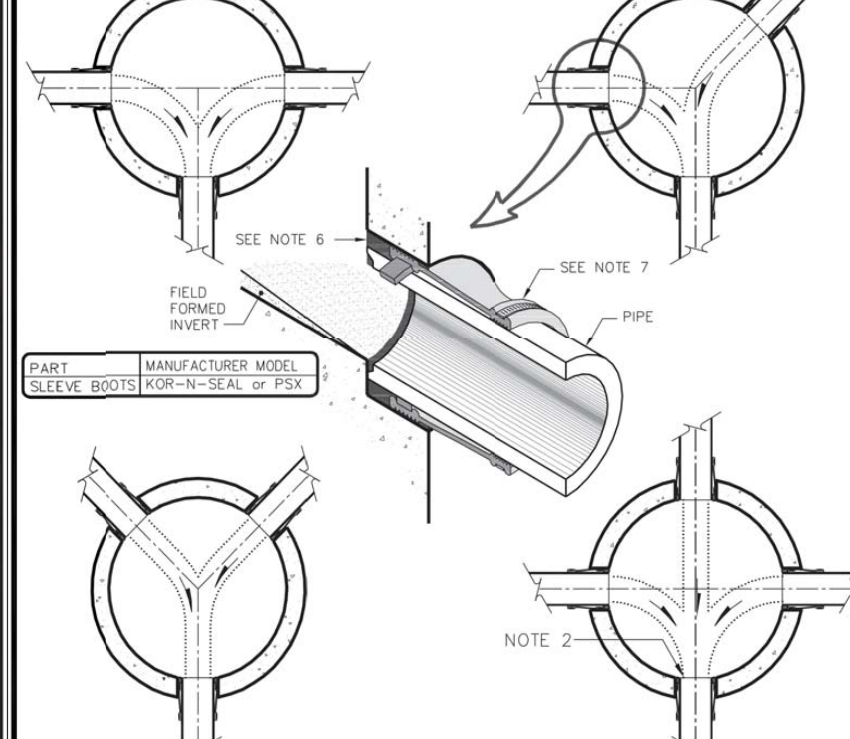


NOTES:

- Foundation stone shall be required when soil conditions are unsuitable.
- See detail C01.02.
- An additional 1 inch depth of bedding material will be required for each additional 2 feet of trench depth in excess of 16 feet up to a maximum of 12 inches.
- Haunching depth for flexible wall pipe (C300 PVC and SDR35) shall be outside pipe diameter + 1 inch. Haunching shall be thoroughly compacted #57 or #67 stone.
- Where rock is encountered, refer to detail S11.03 for subgrade preparation.
- For all force mains, embedment to be Type 1 or 2 as shown on detail S11.02.

TOWN OF CLAYTON

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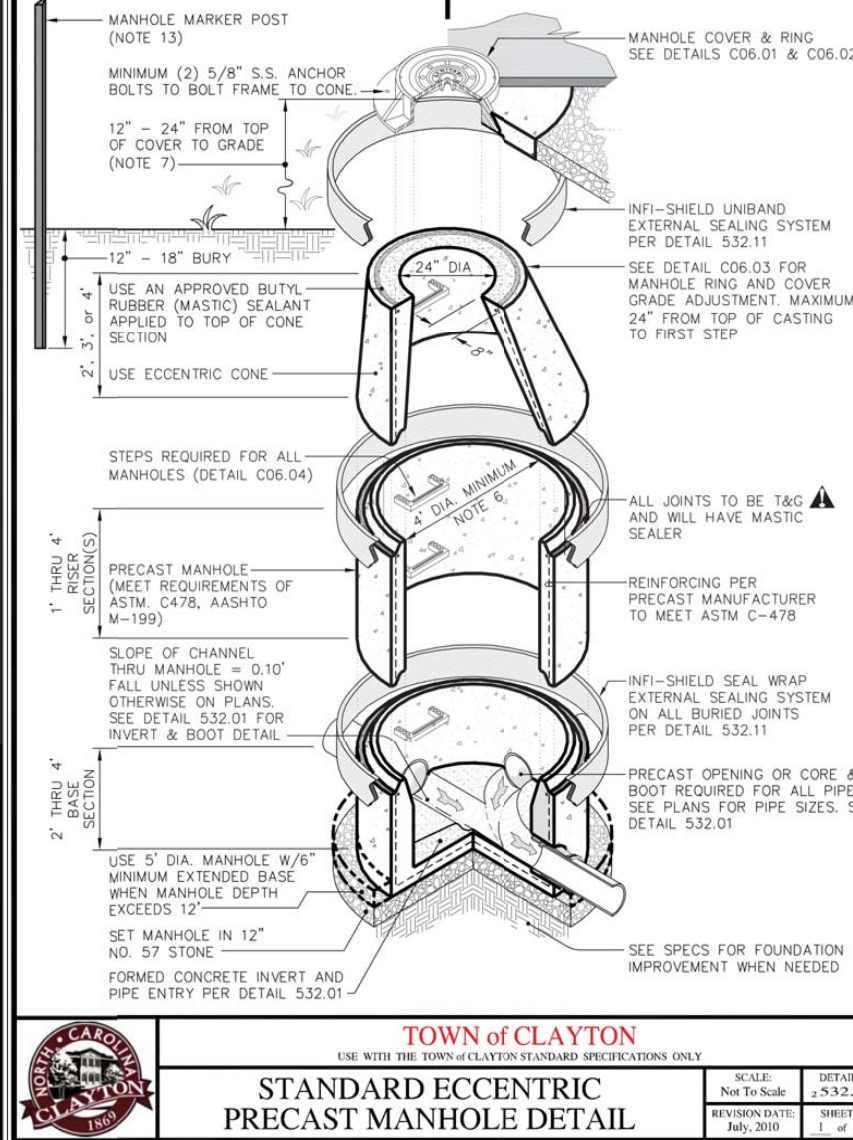


NOTES:

- Concrete shelf should be no lower than the pipe spring line elevation at manhole wall.
- Service line entries to have cast in place troughs.
- Radius of invert must have enough room to be able to insert air plugs and TV equipment.
- Concrete strength to be 3,000 PSI minimum.
- Concrete formed invert shall be precast wherever possible. Moorbare not permitted.
- Pipes will be grouted inside.
- Flexible sleeve boots cast in place or installed with stainless steel expander rings as manufactured by Ker-N-Seal or PEX shall be used for pipe connections. Boots shall be secured to pipe using (2) stainless steel bands.

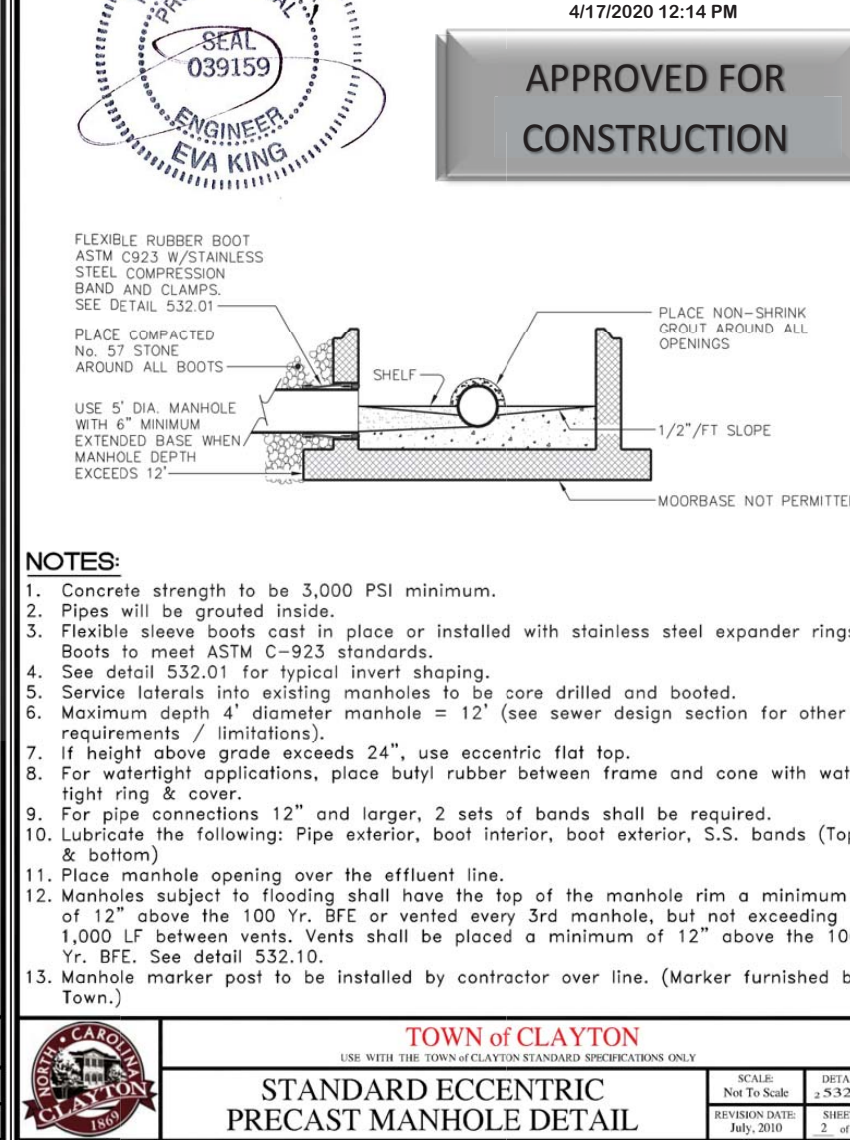
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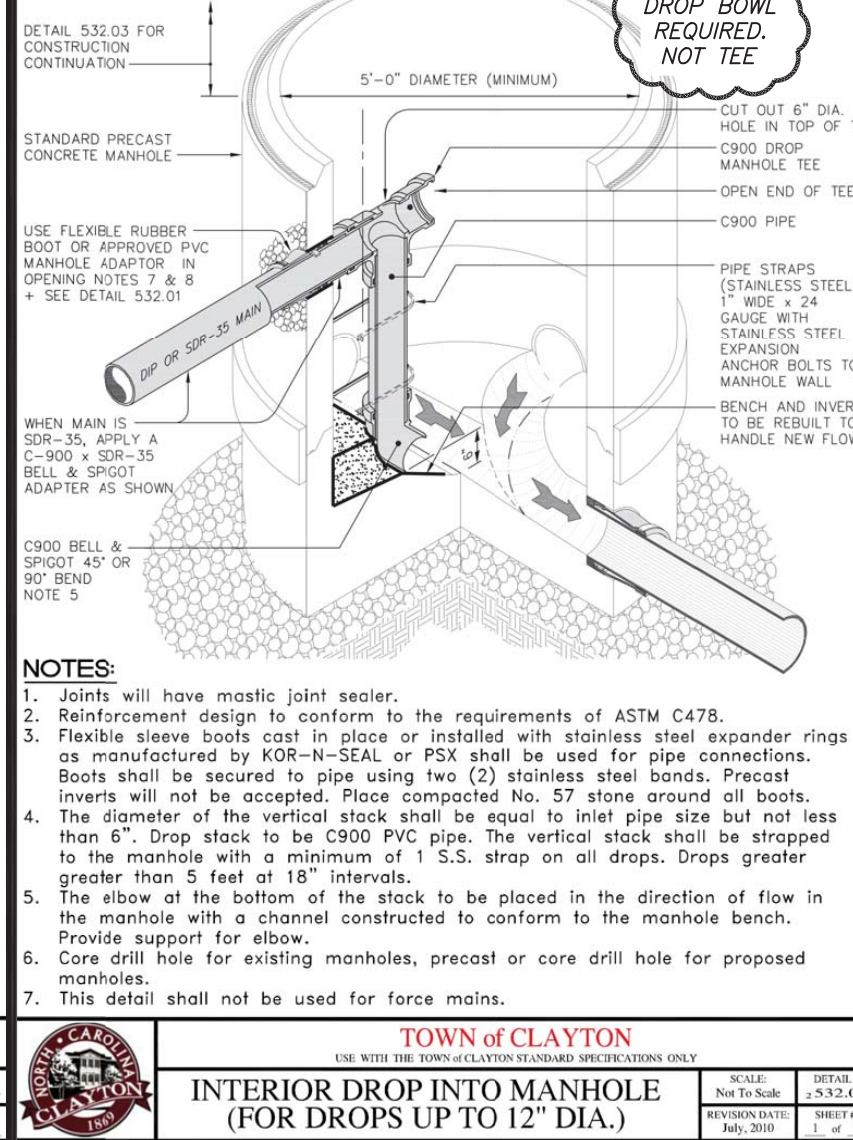
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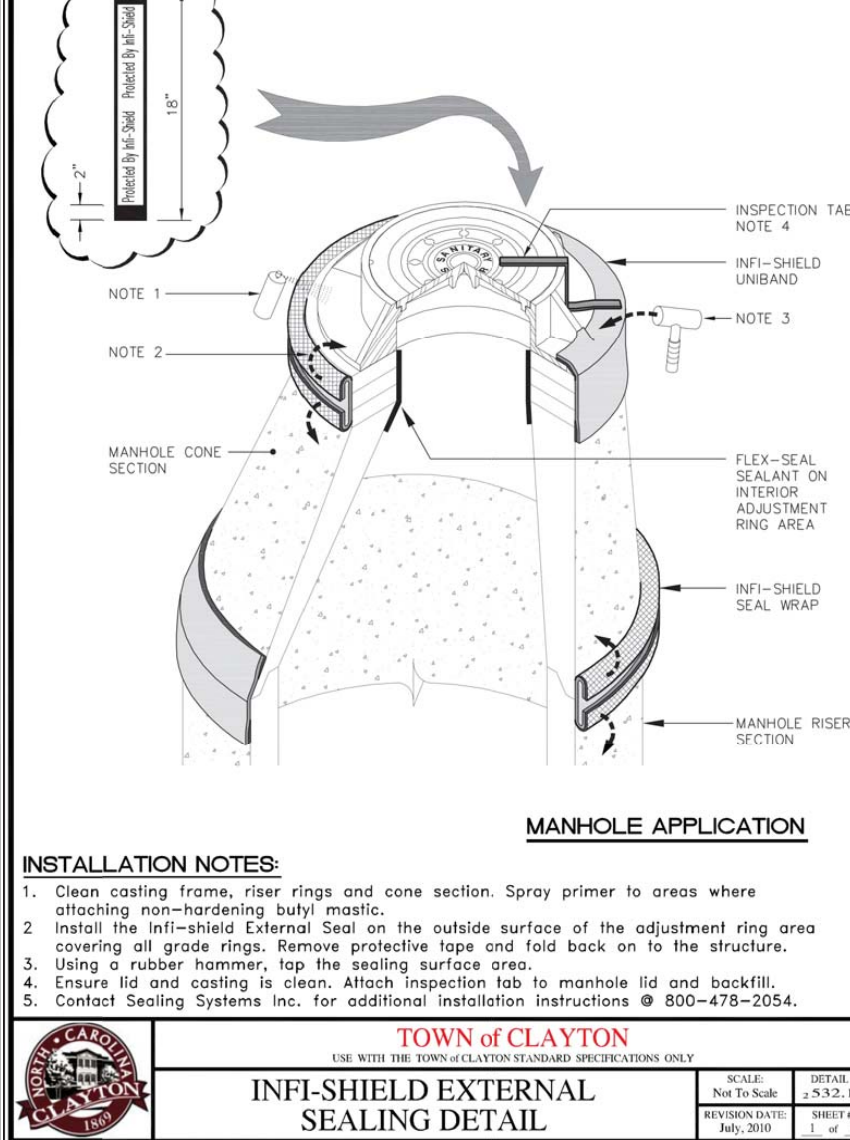
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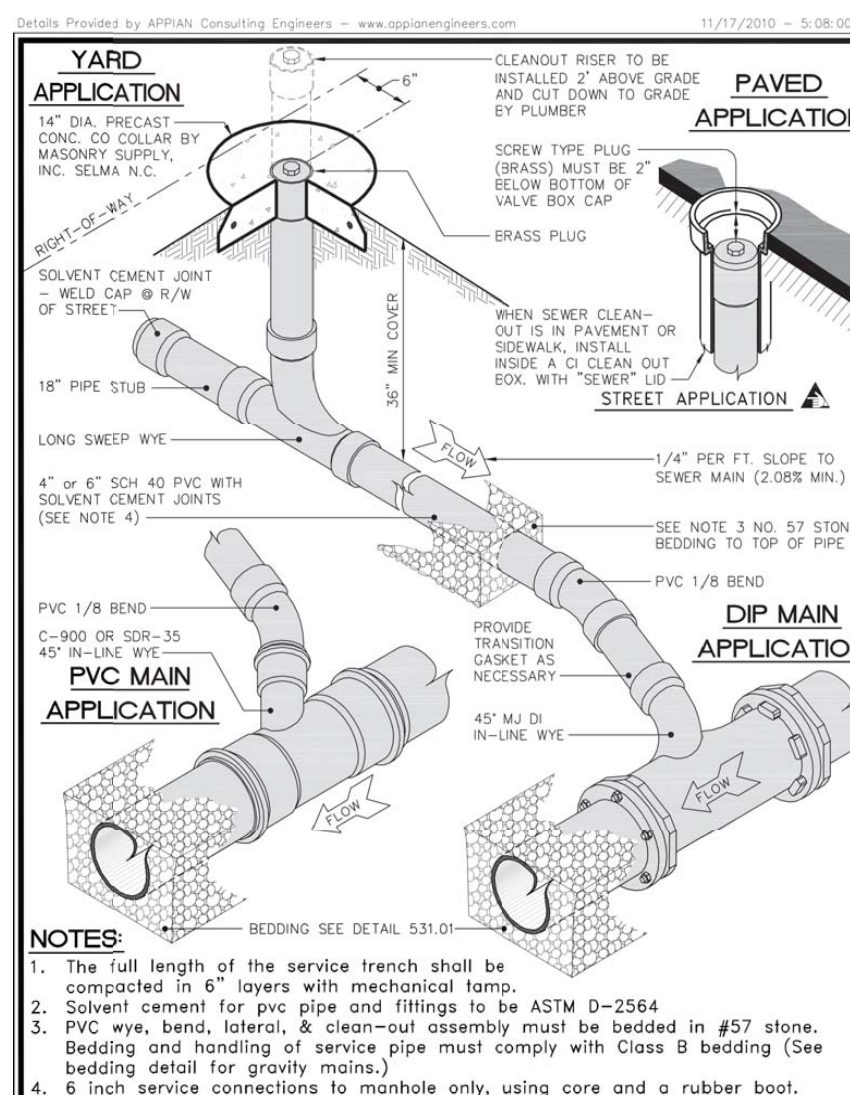
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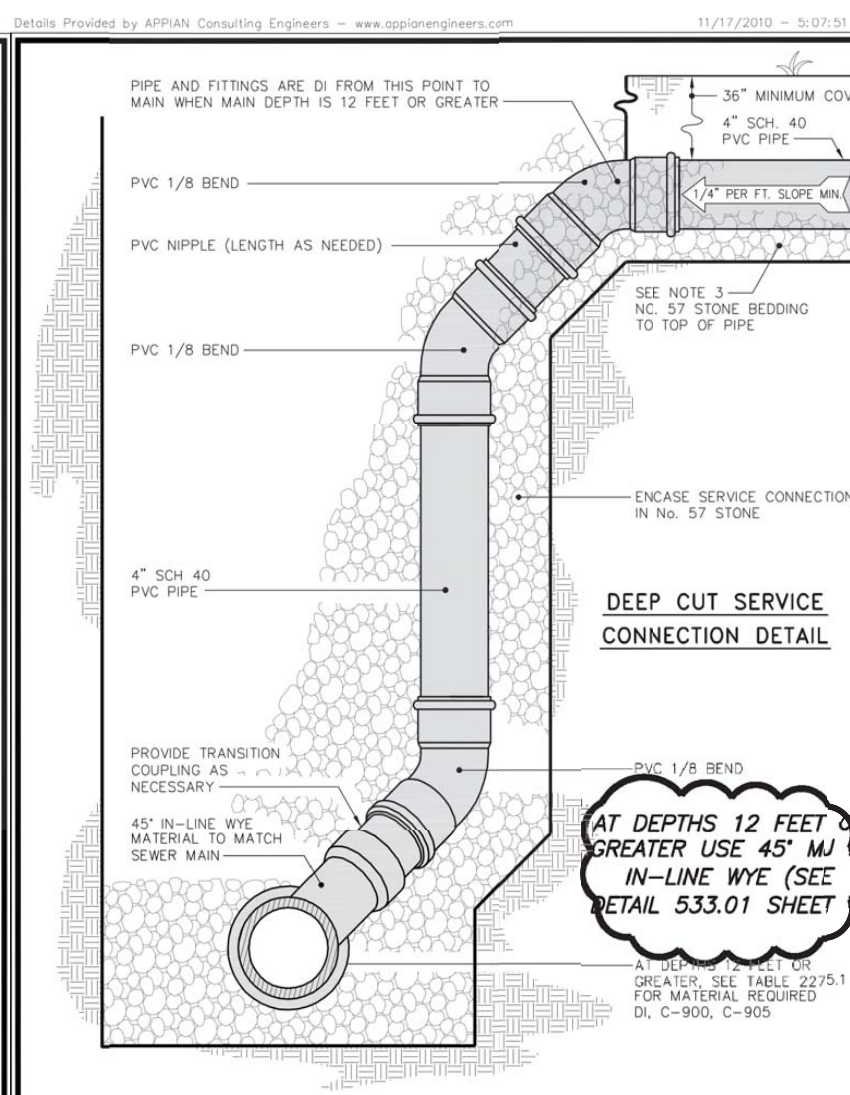
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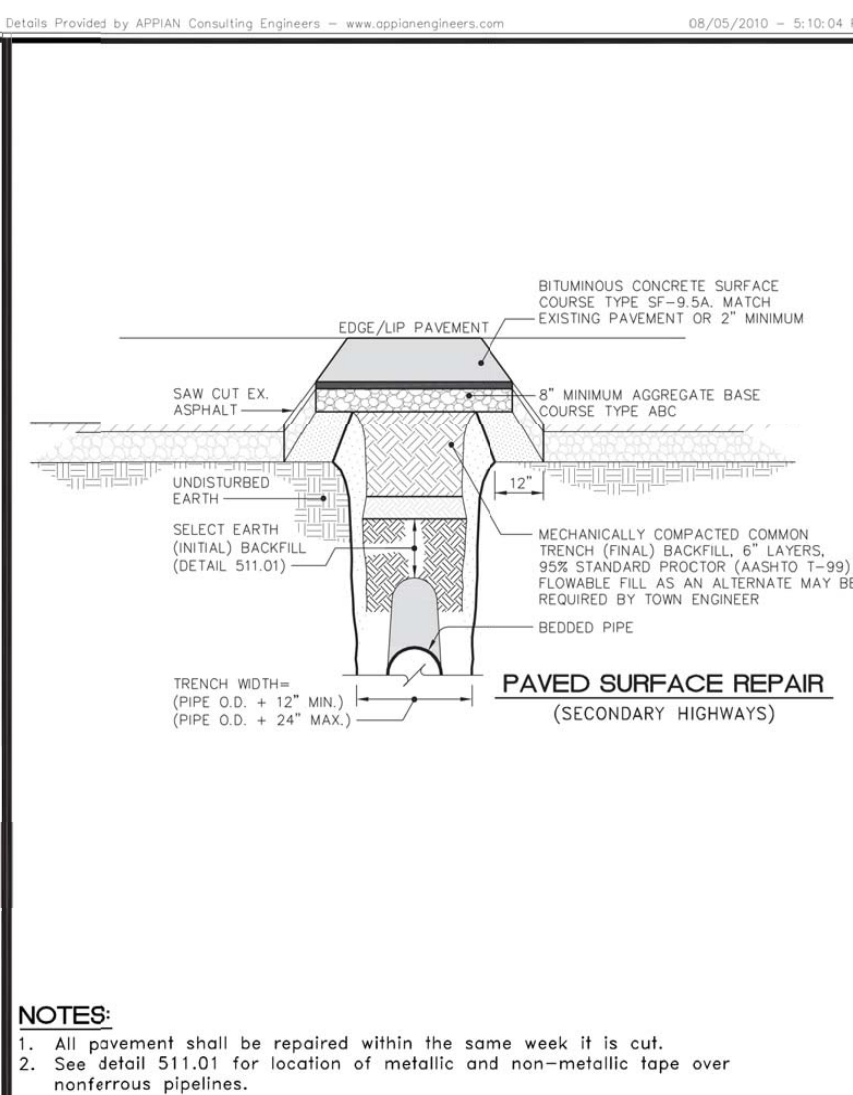
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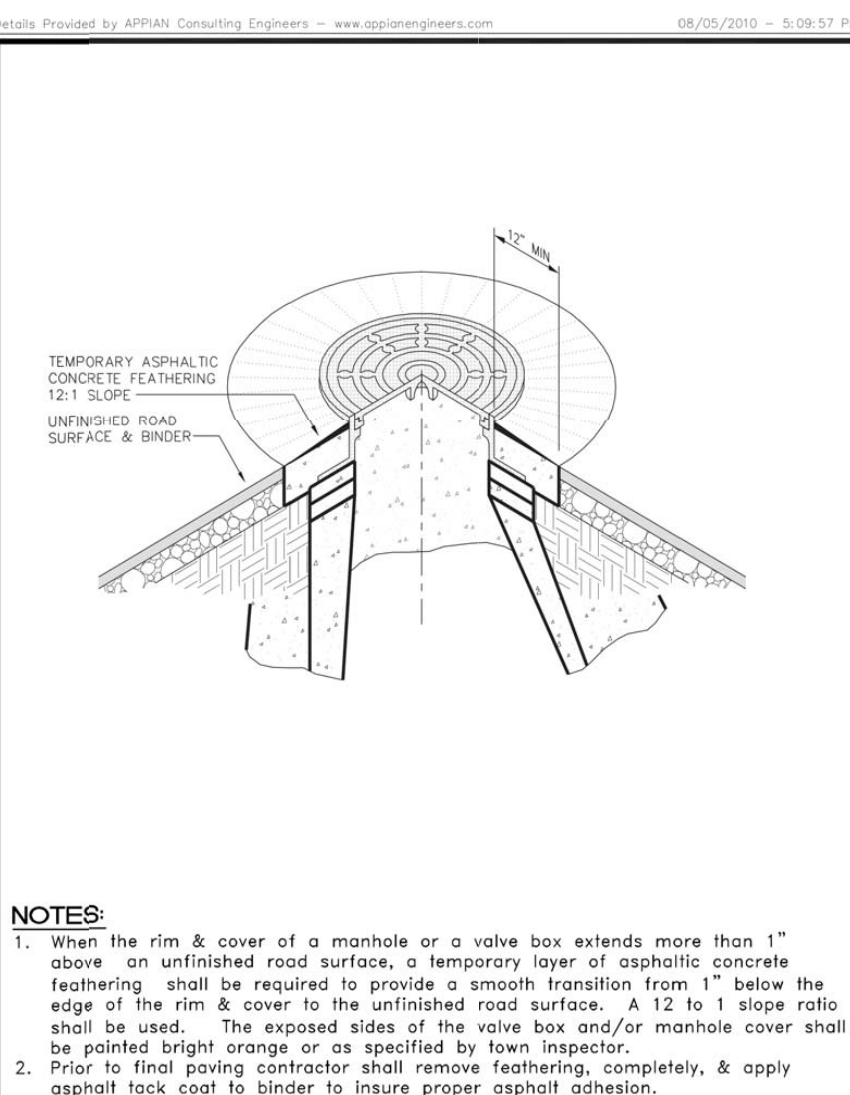
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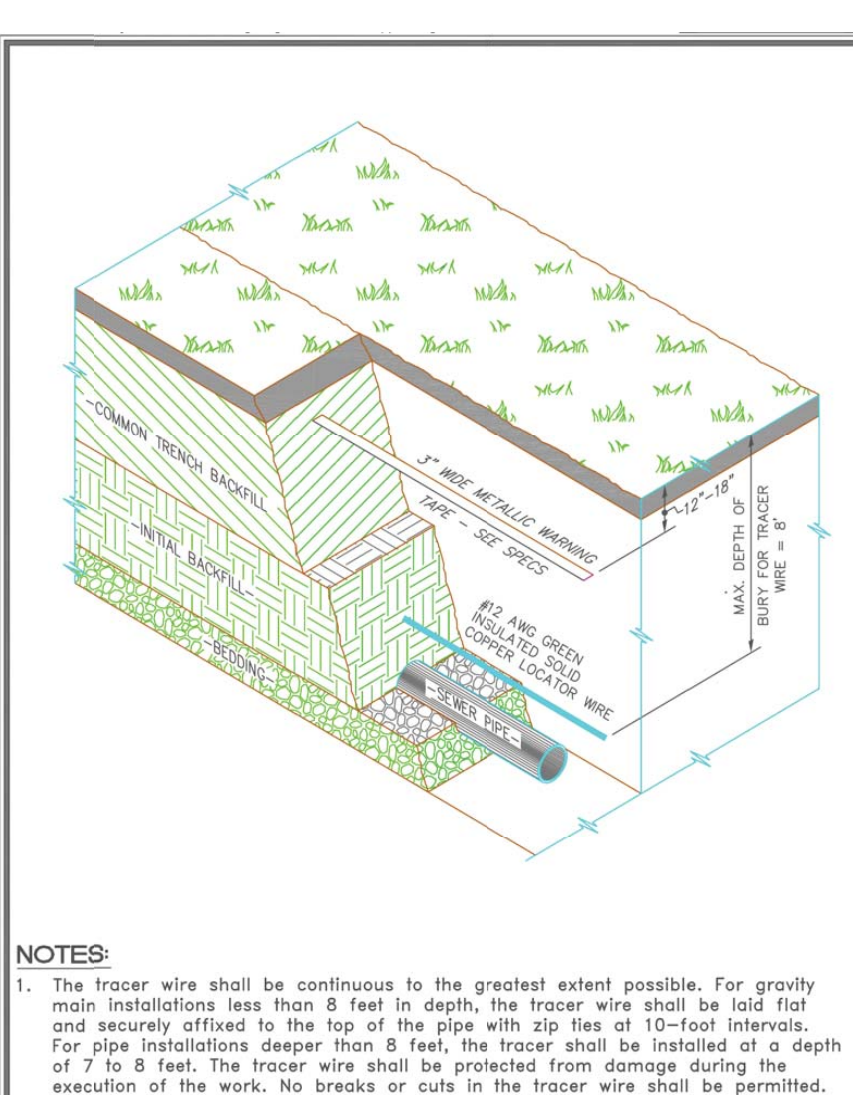
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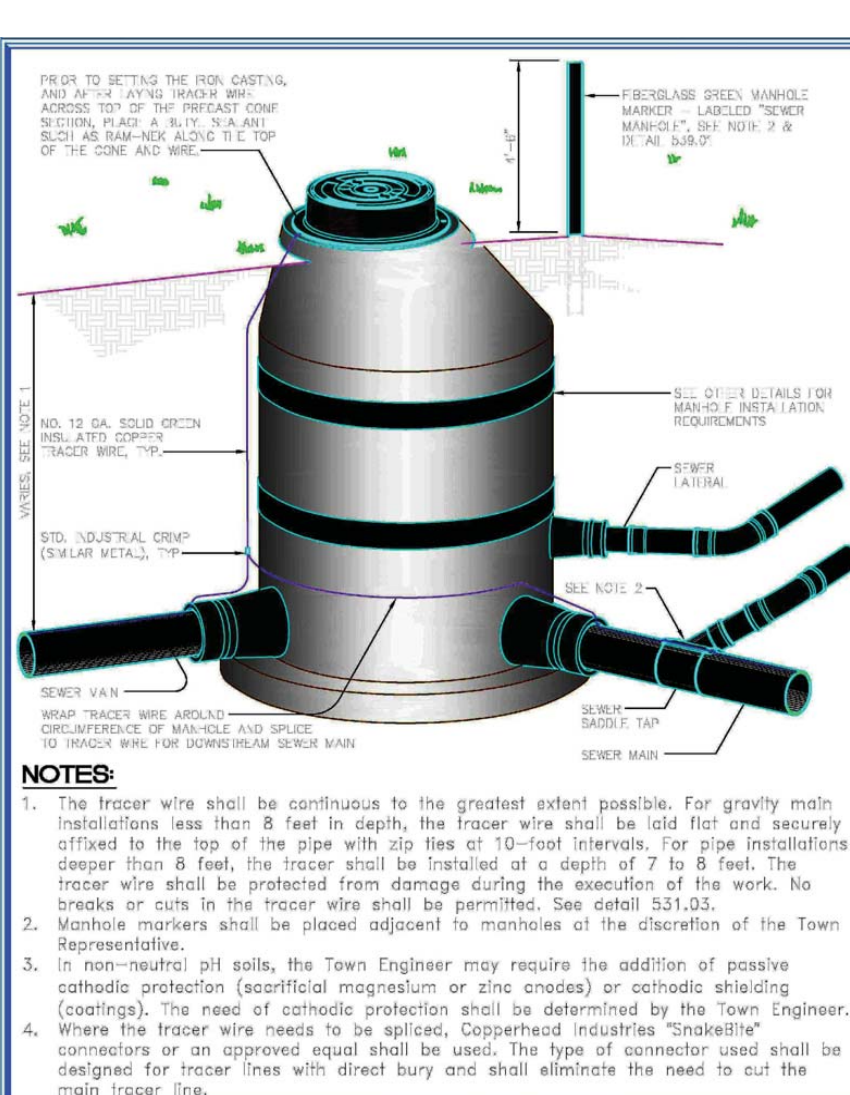
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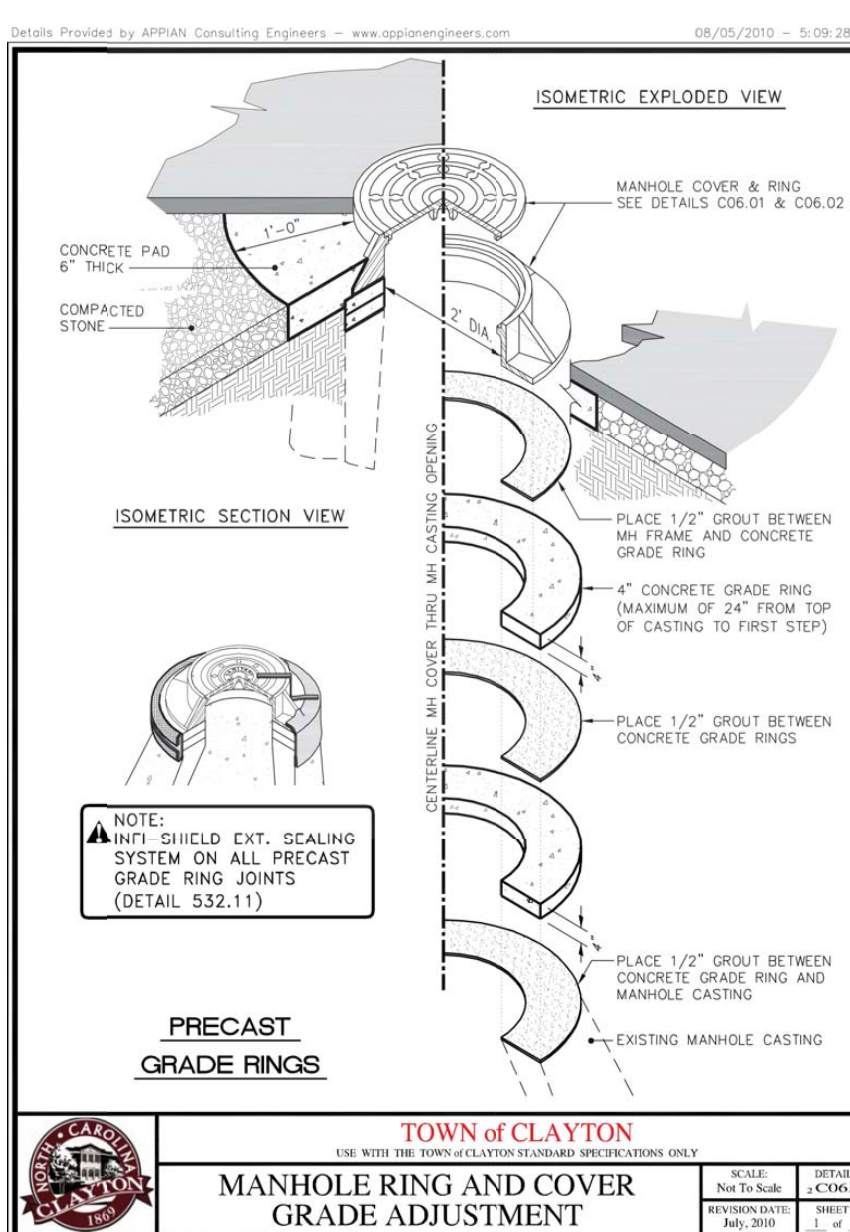
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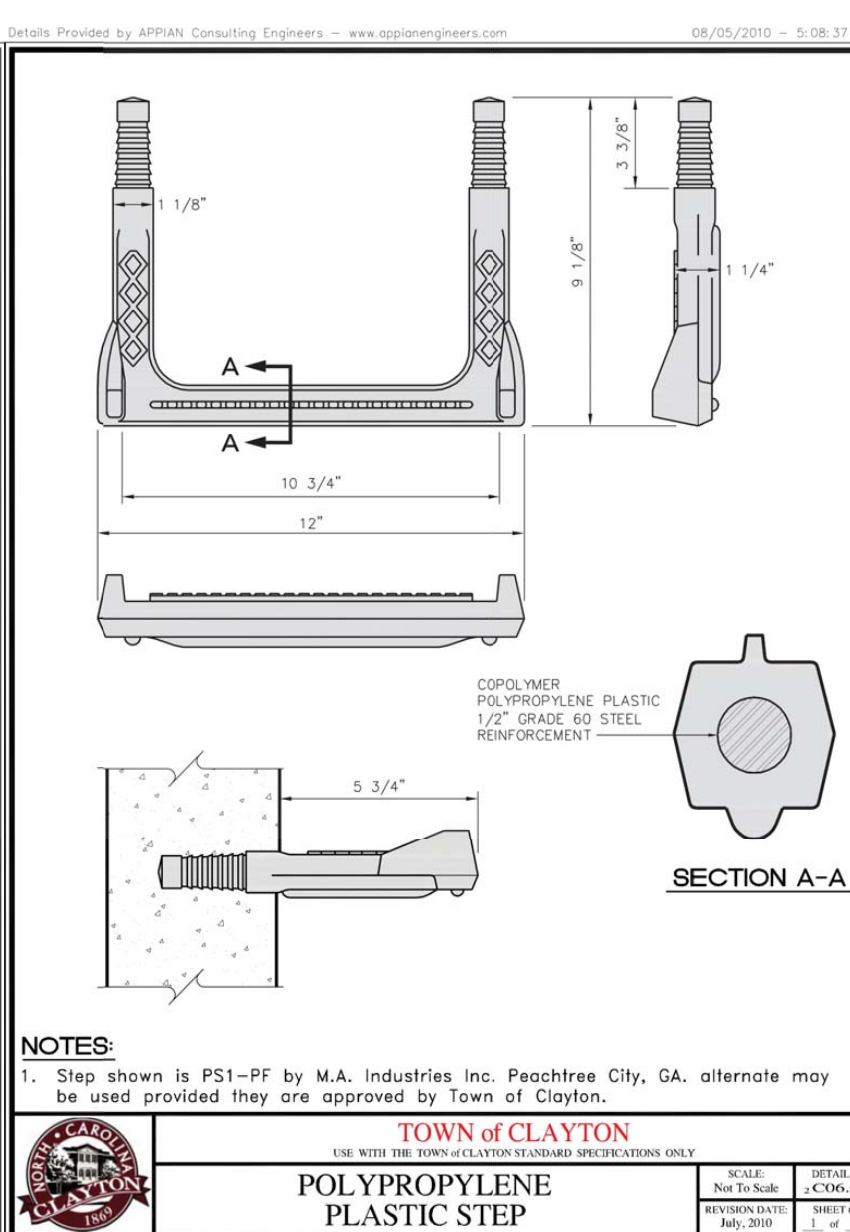
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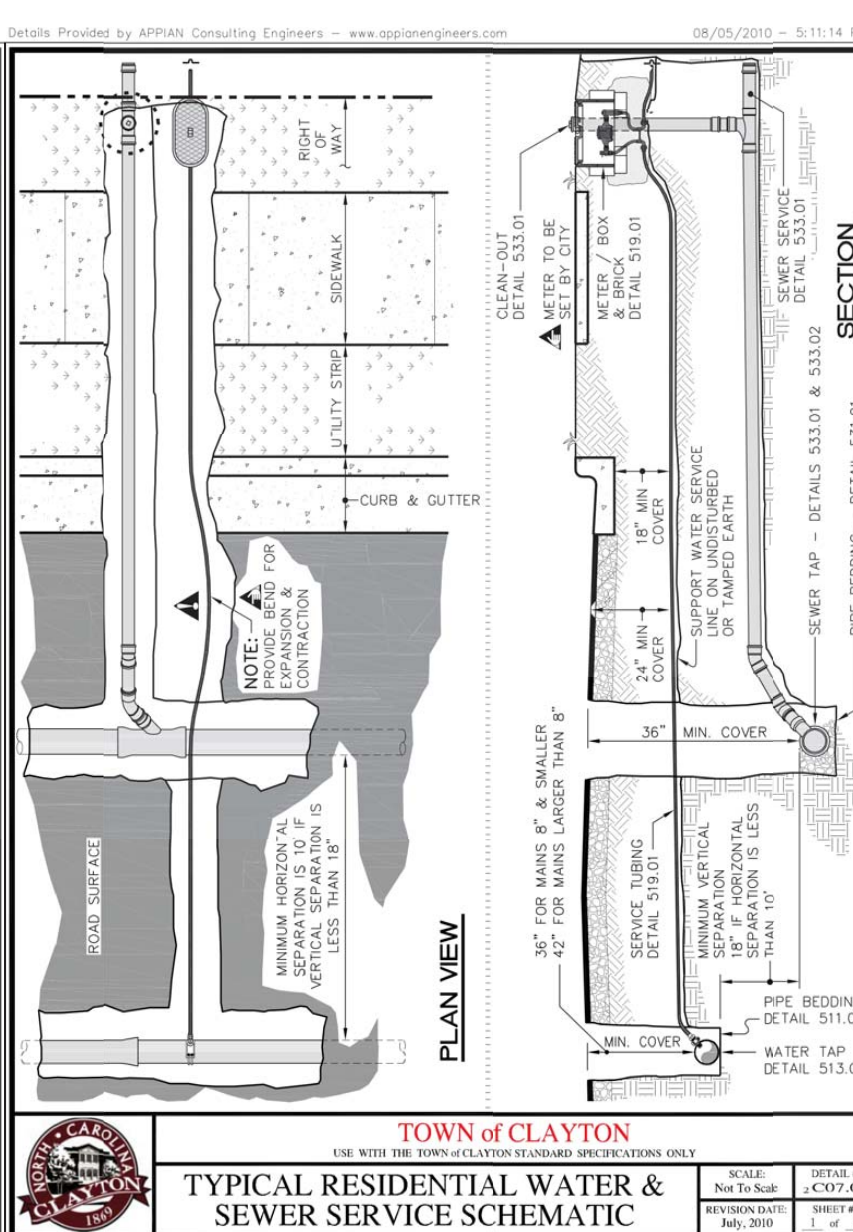
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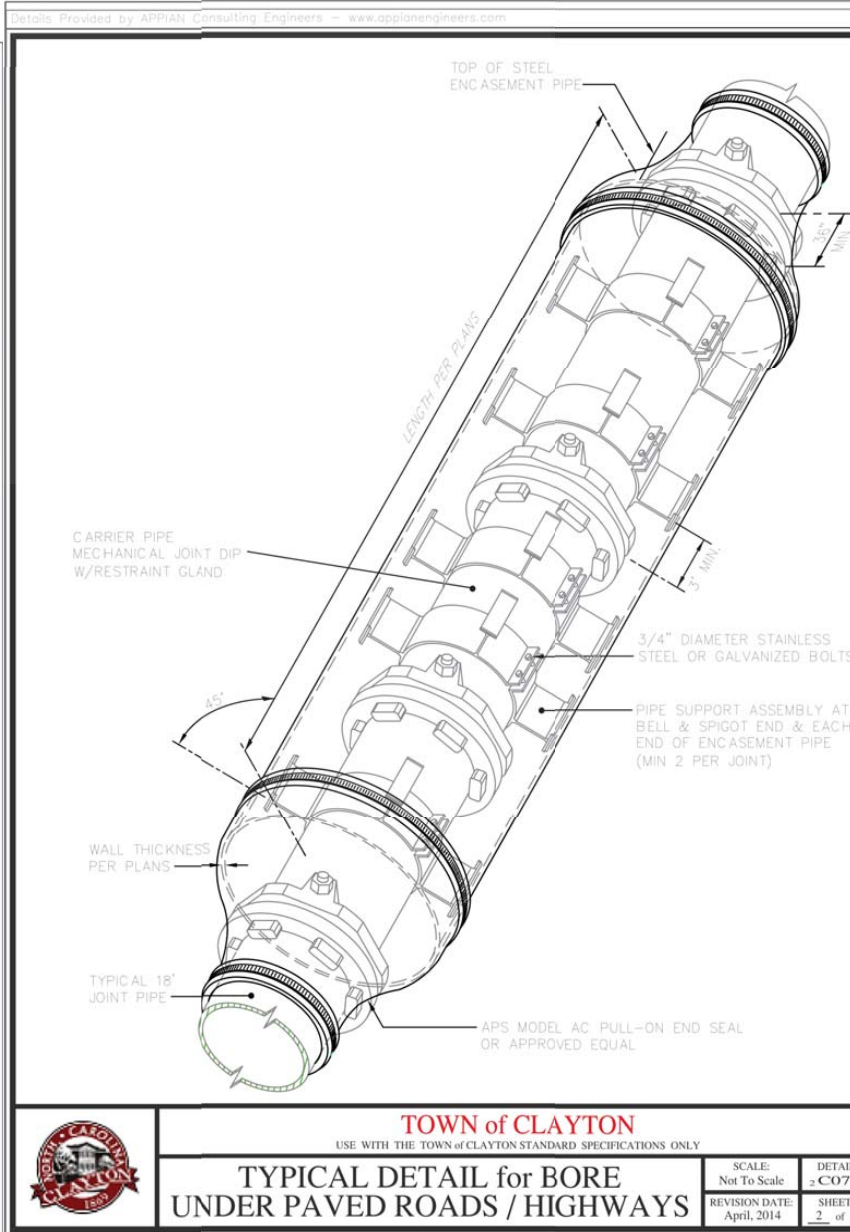
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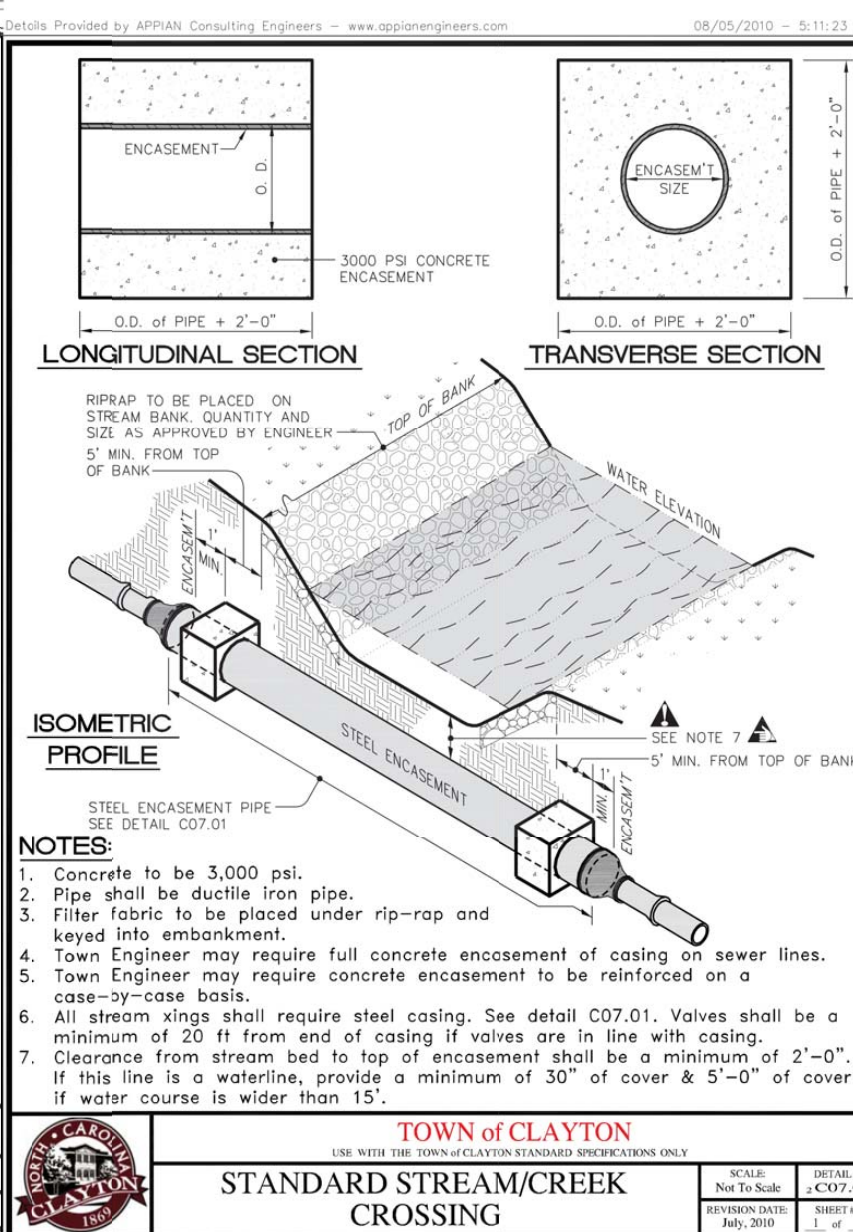
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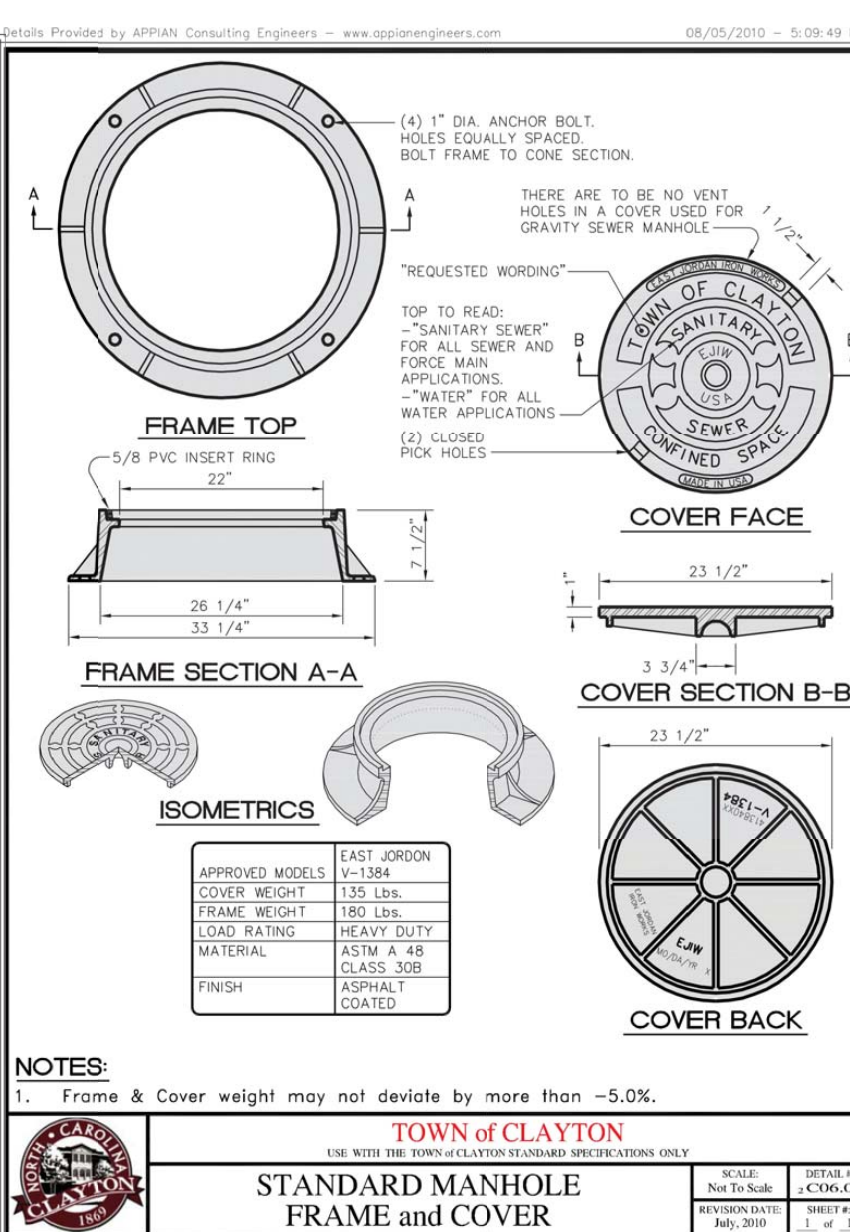
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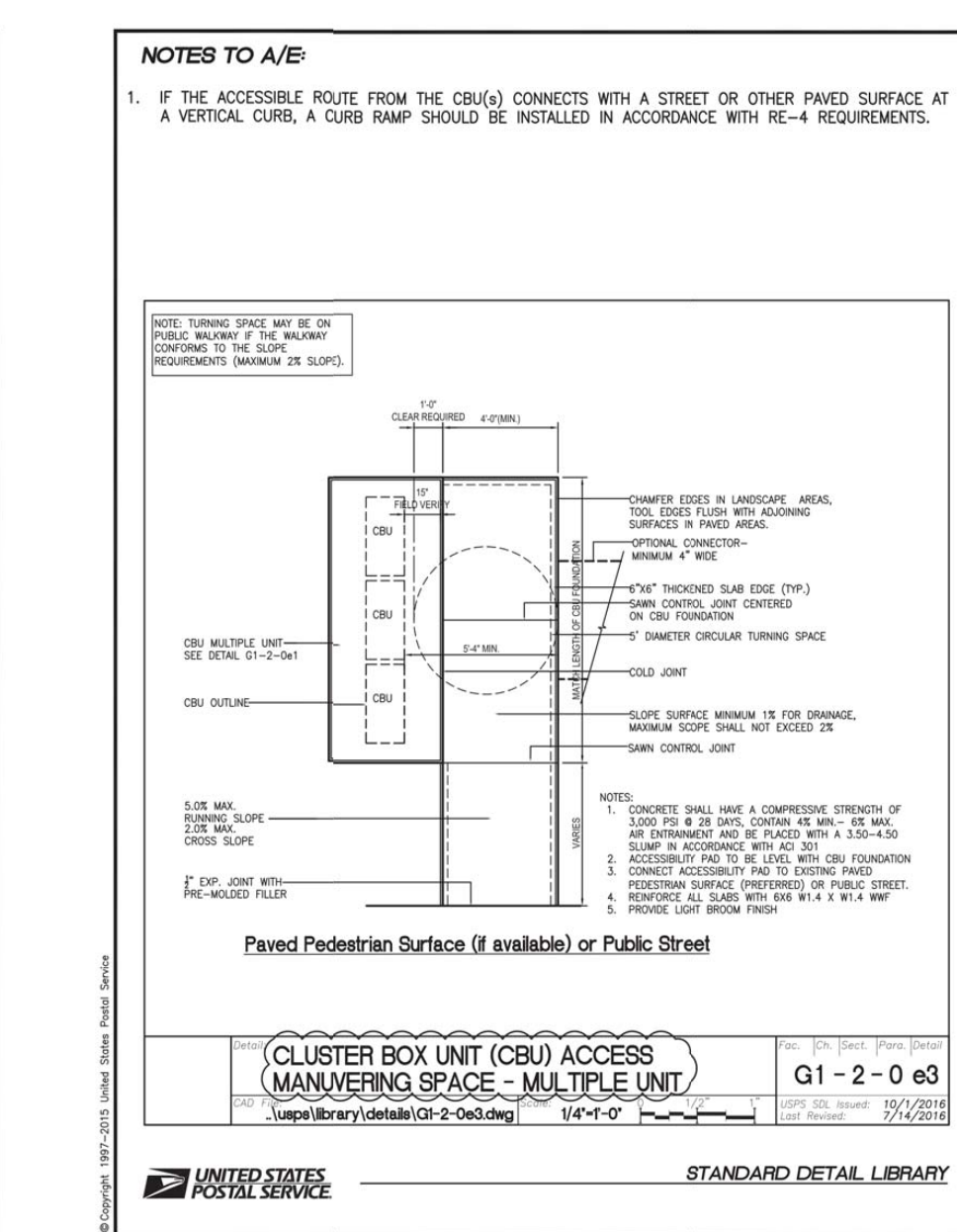
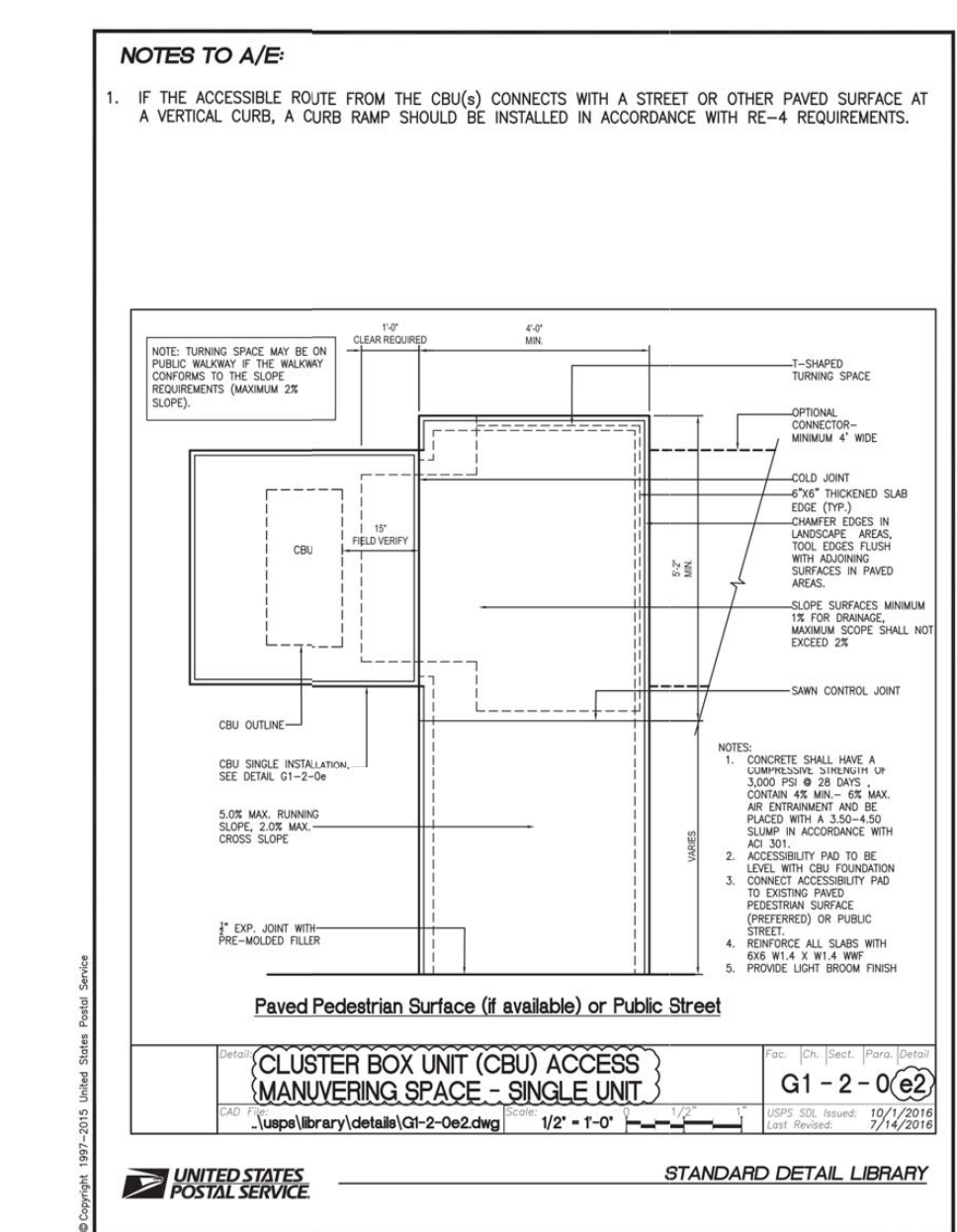
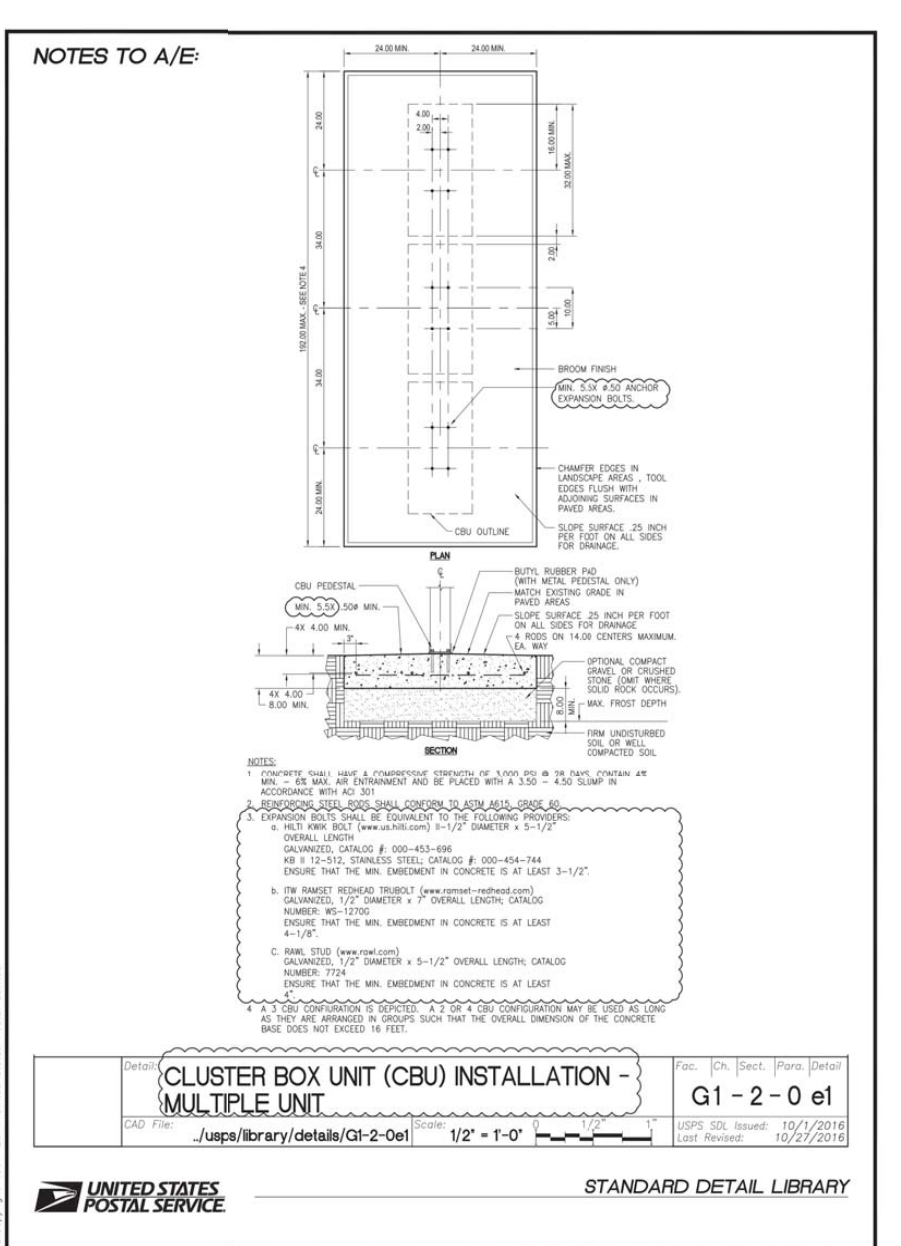
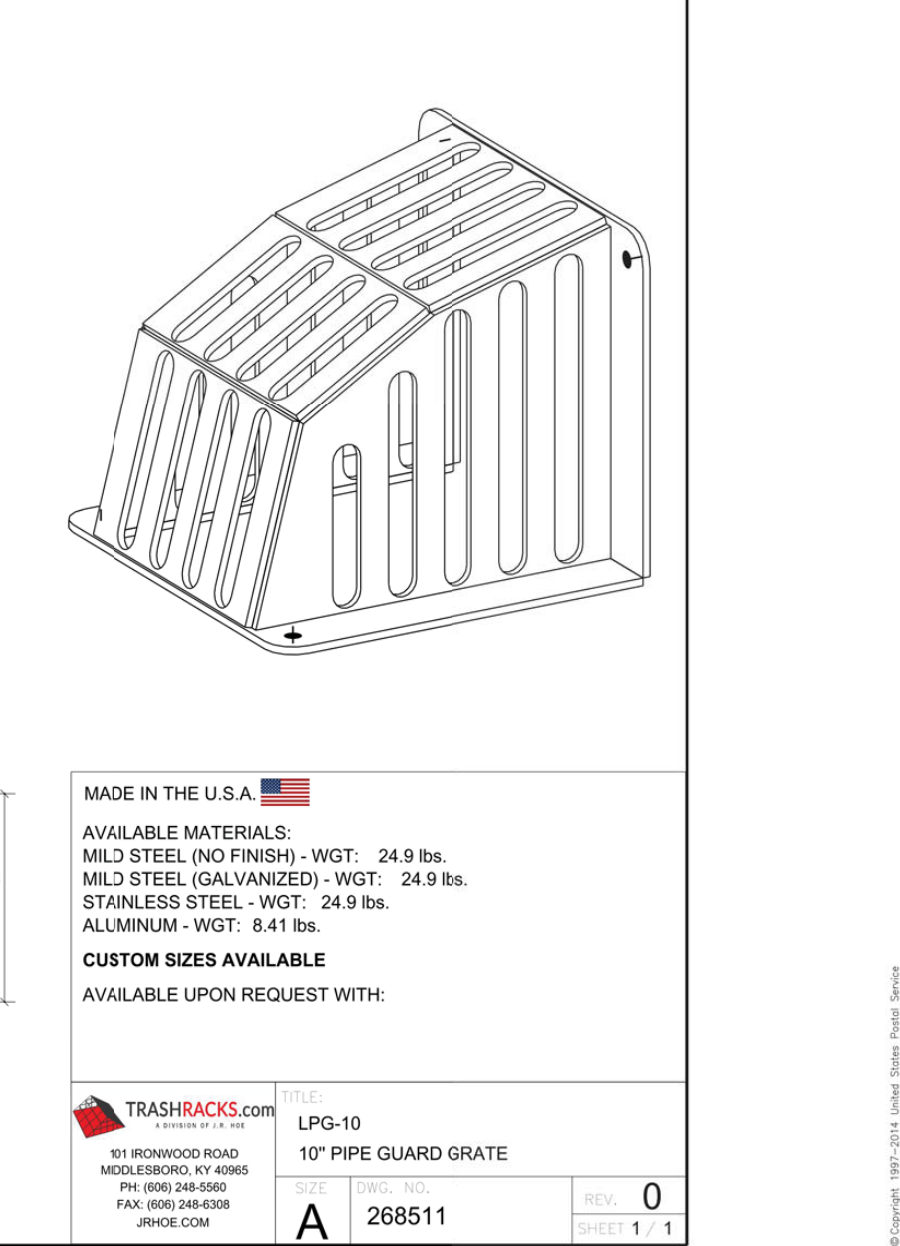
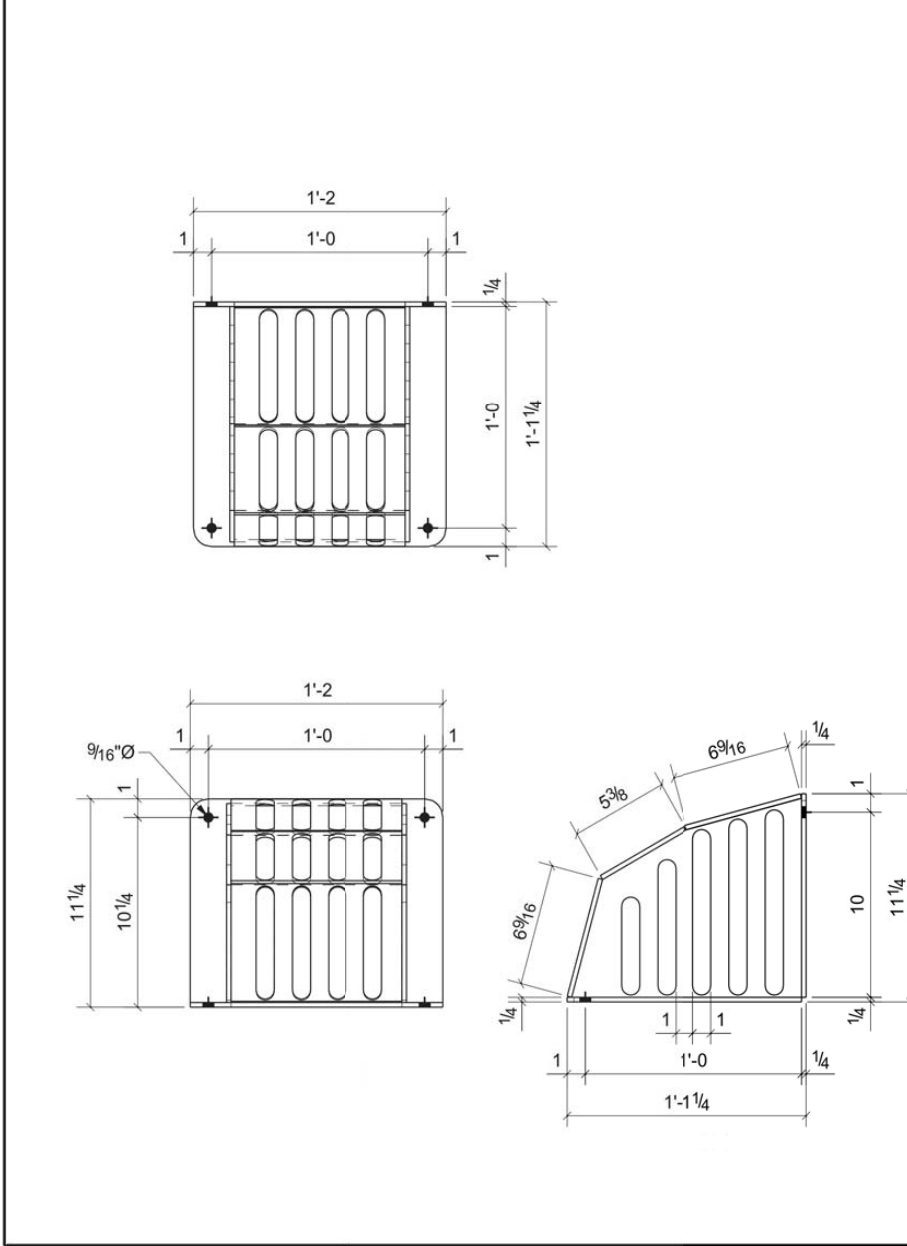
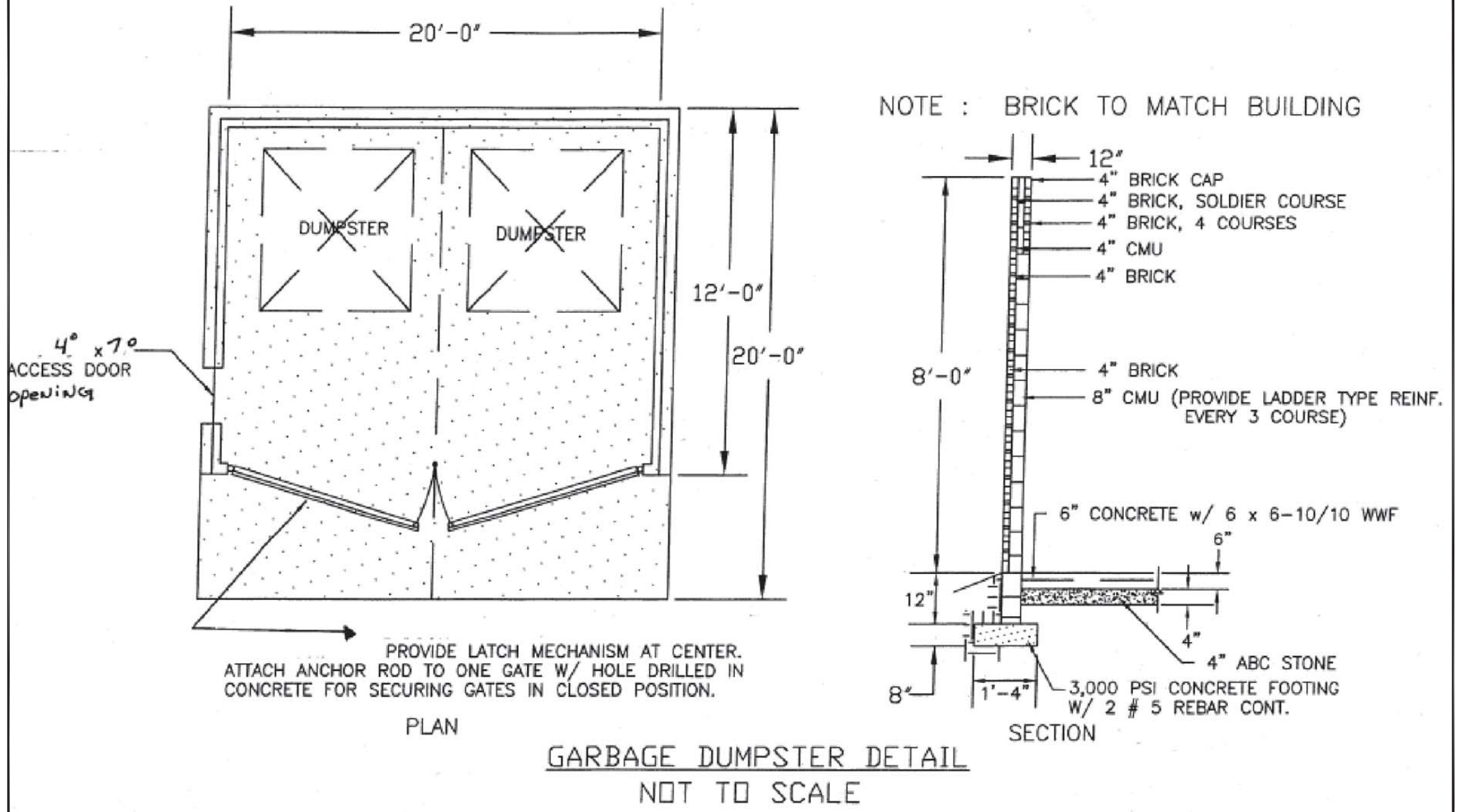
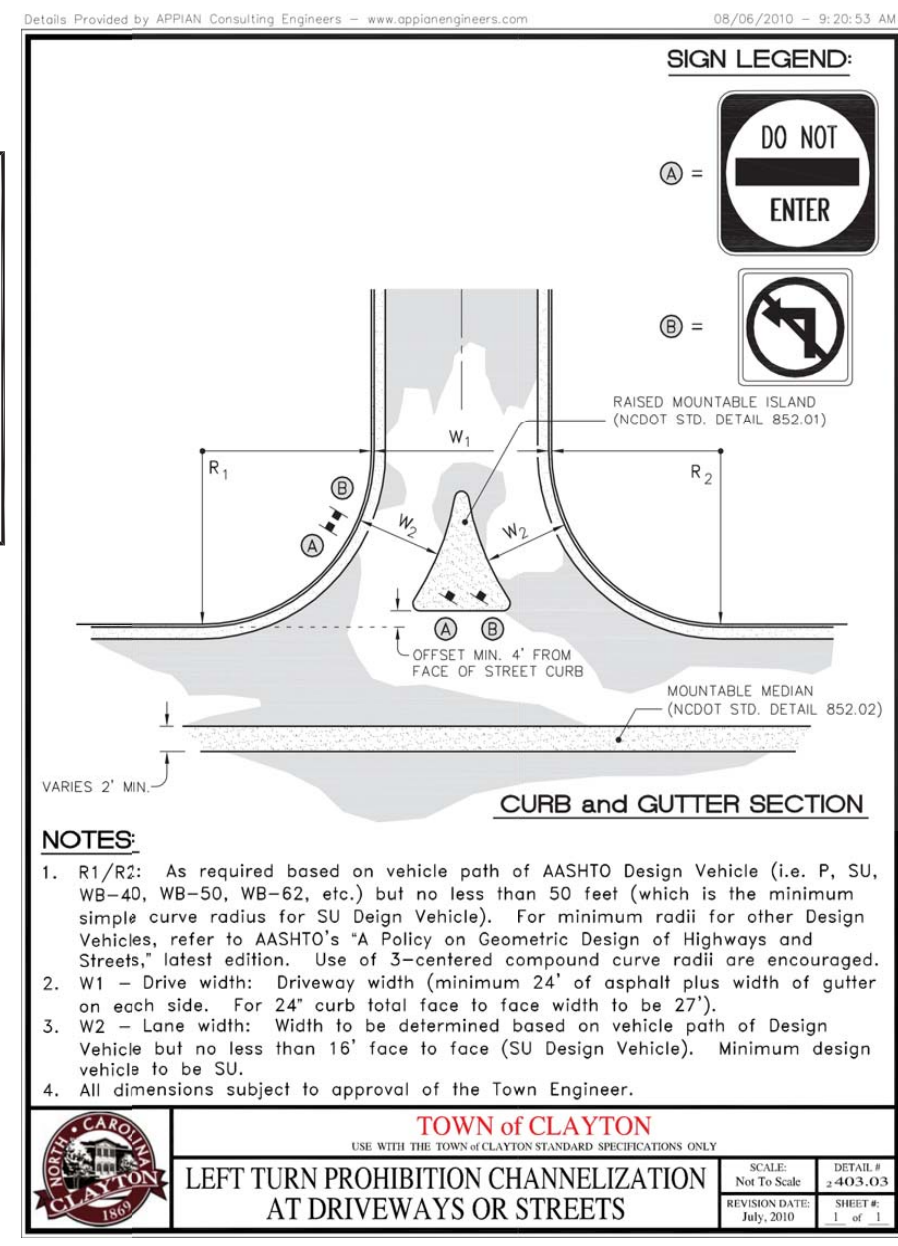
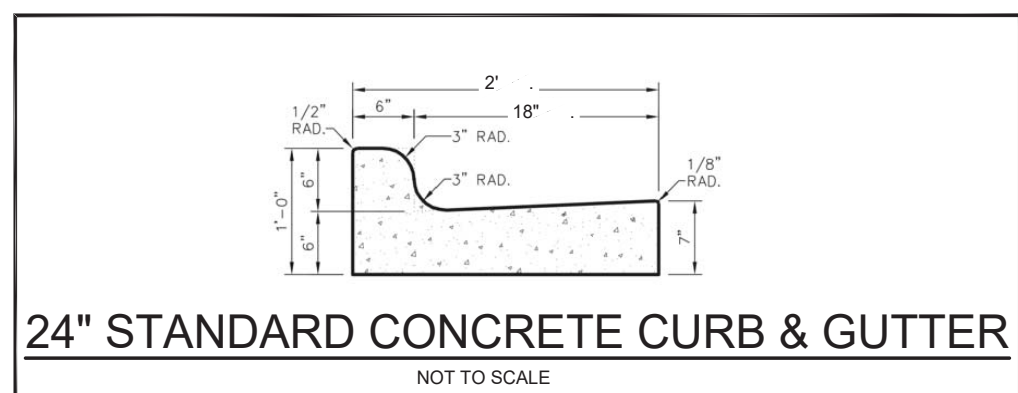
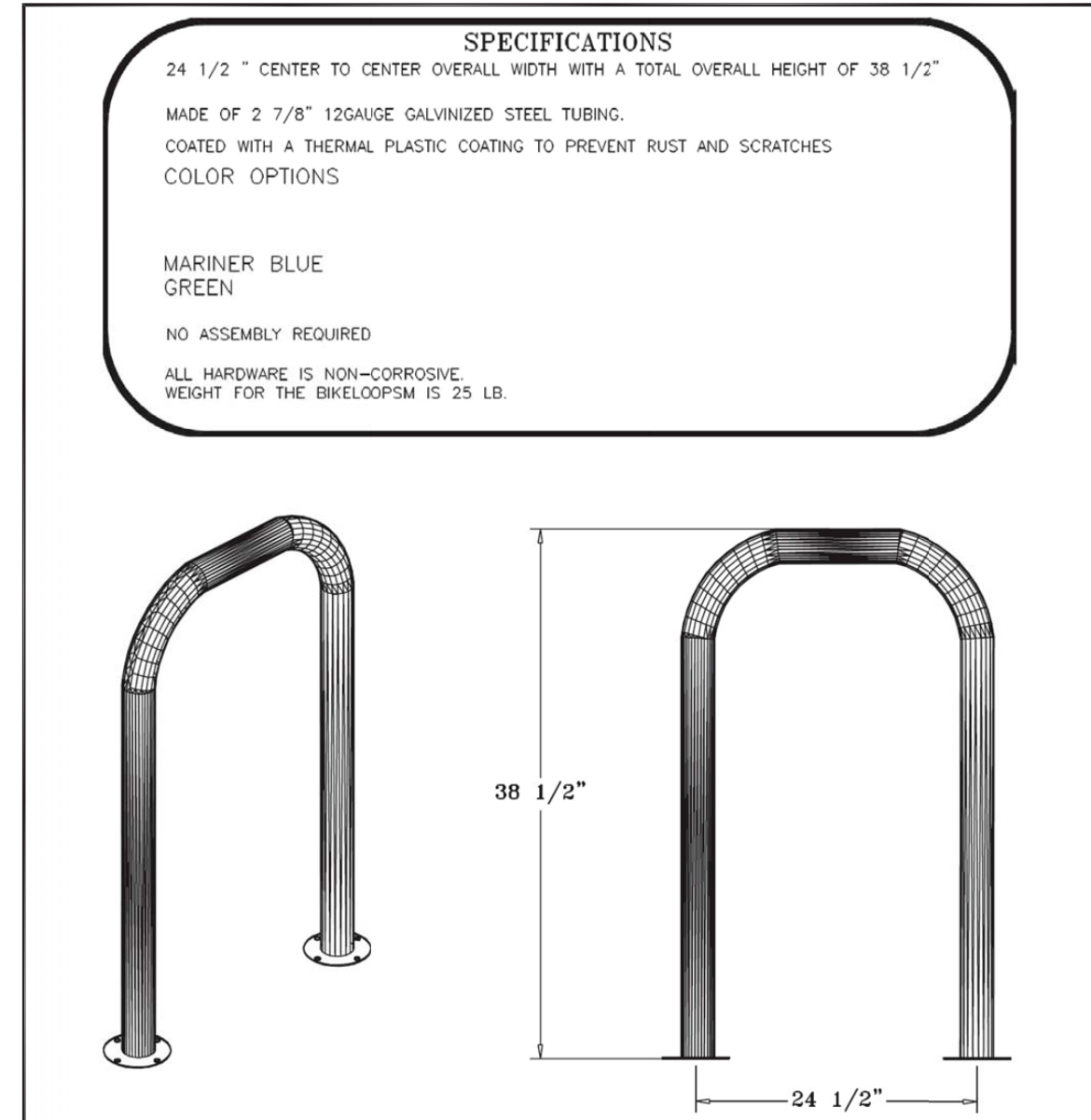
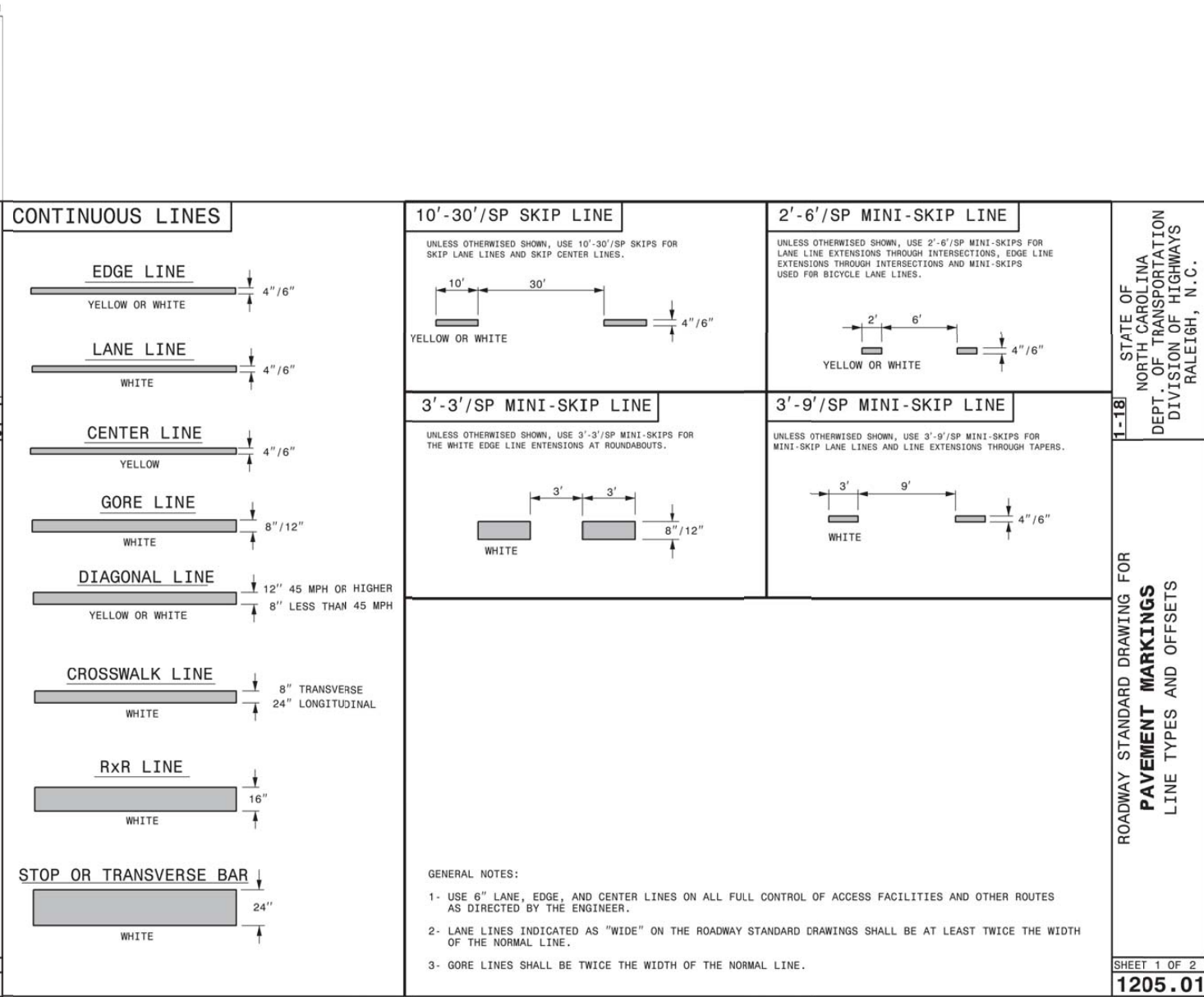
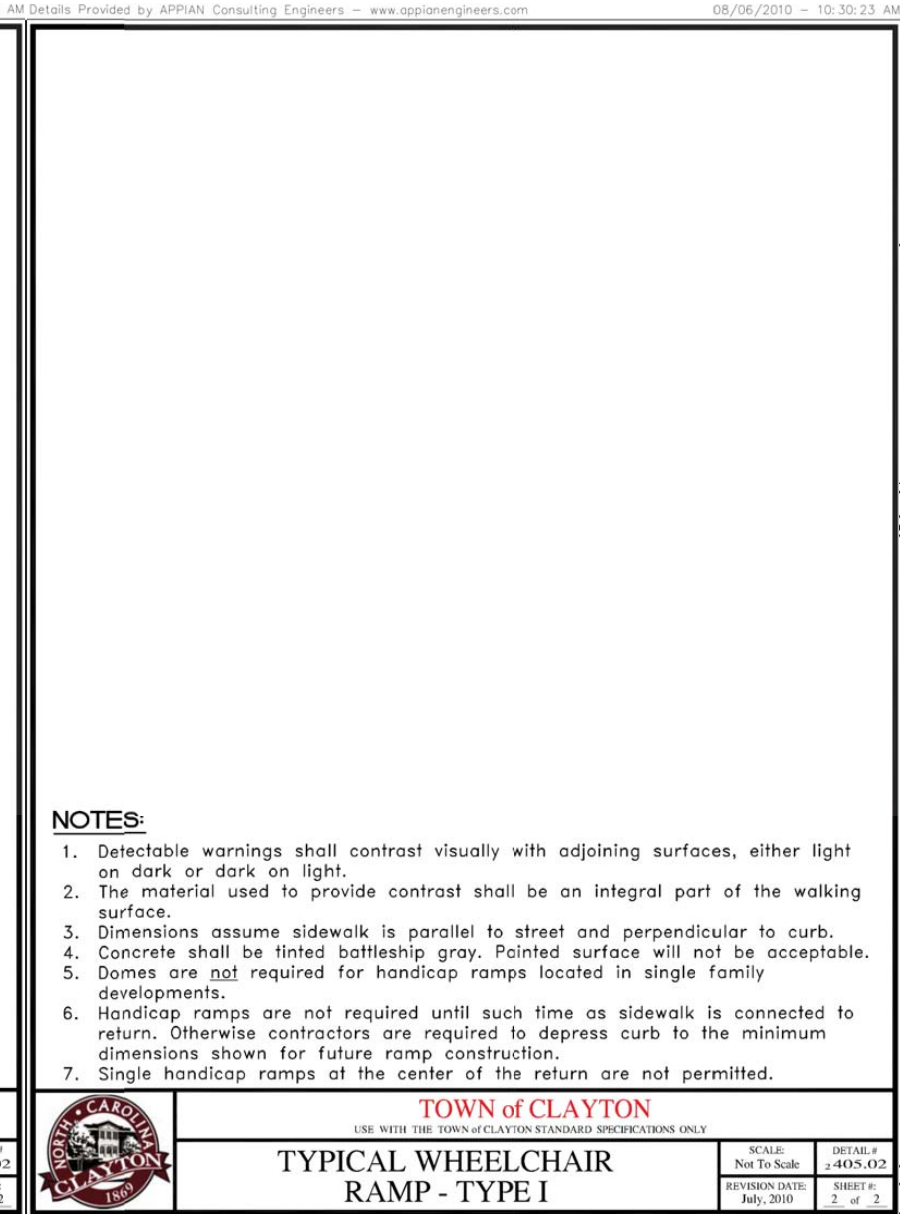
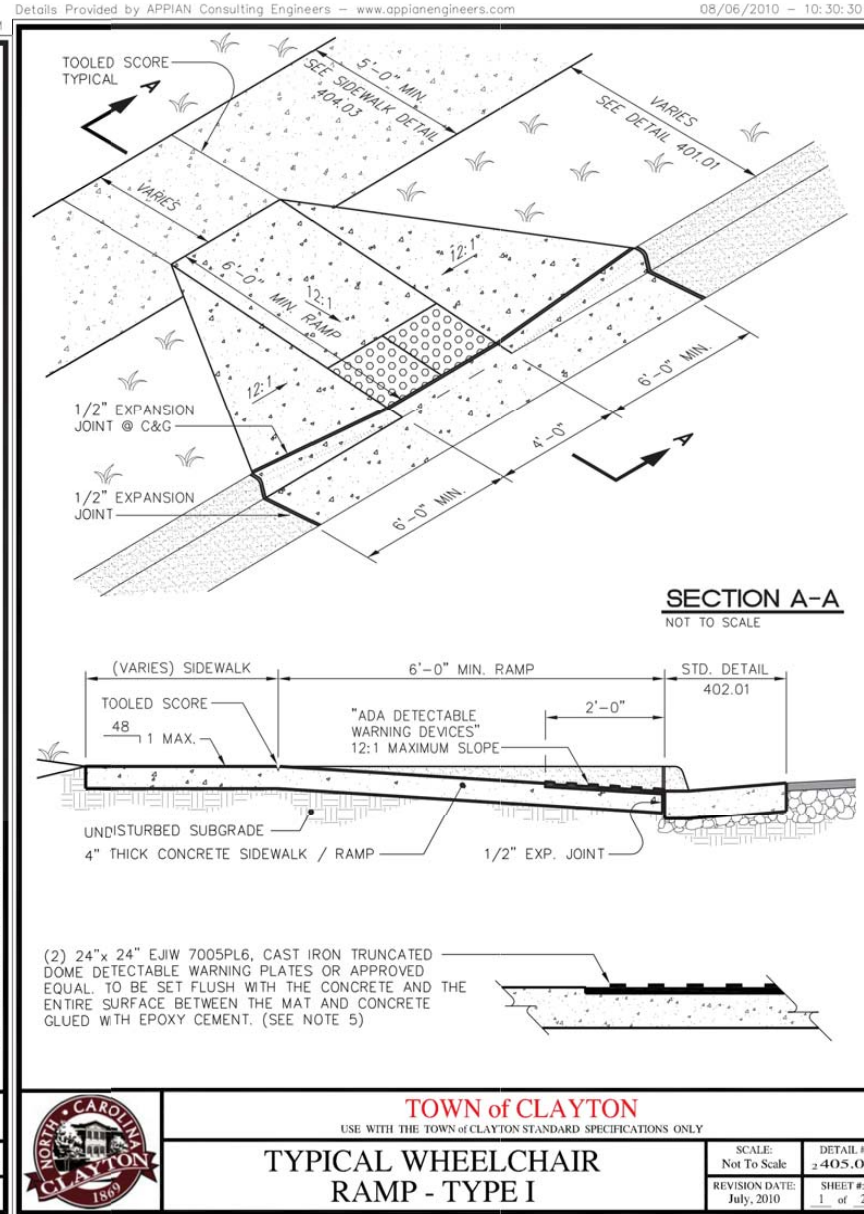
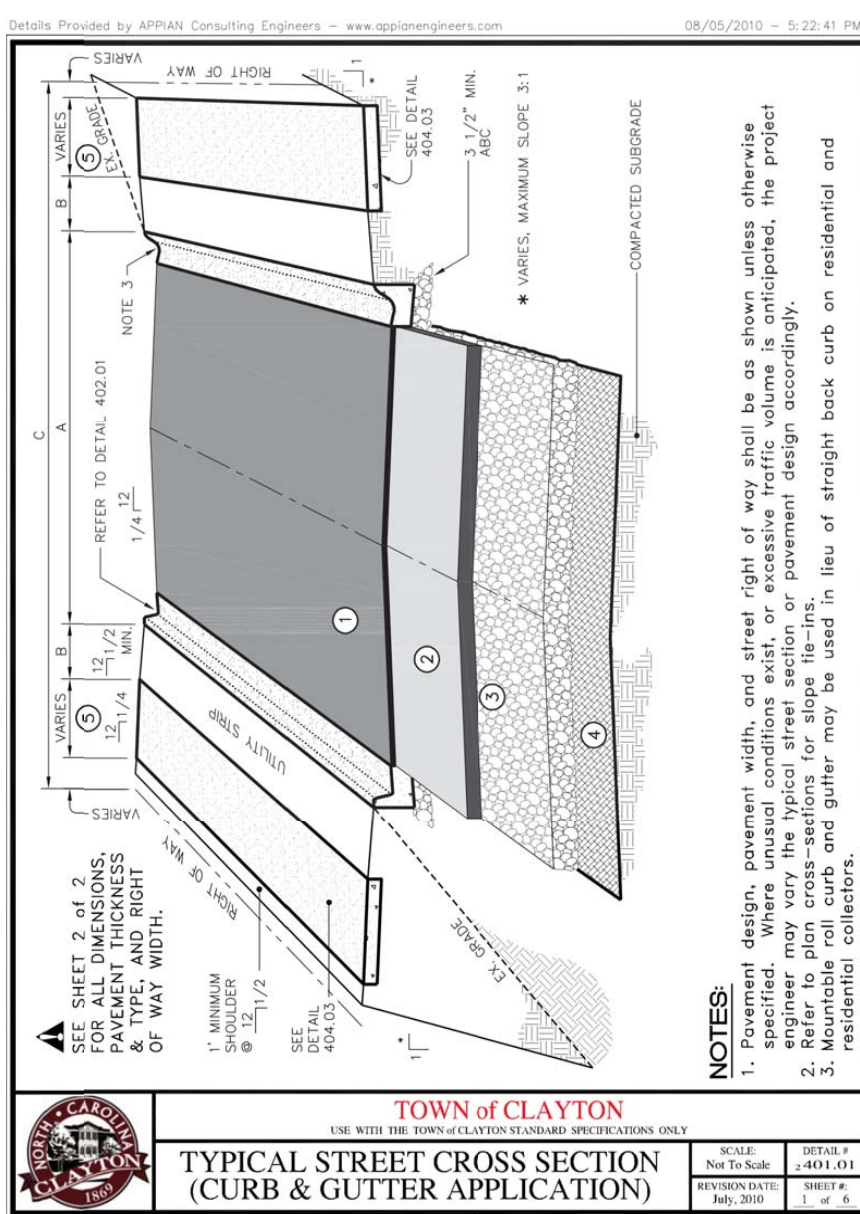
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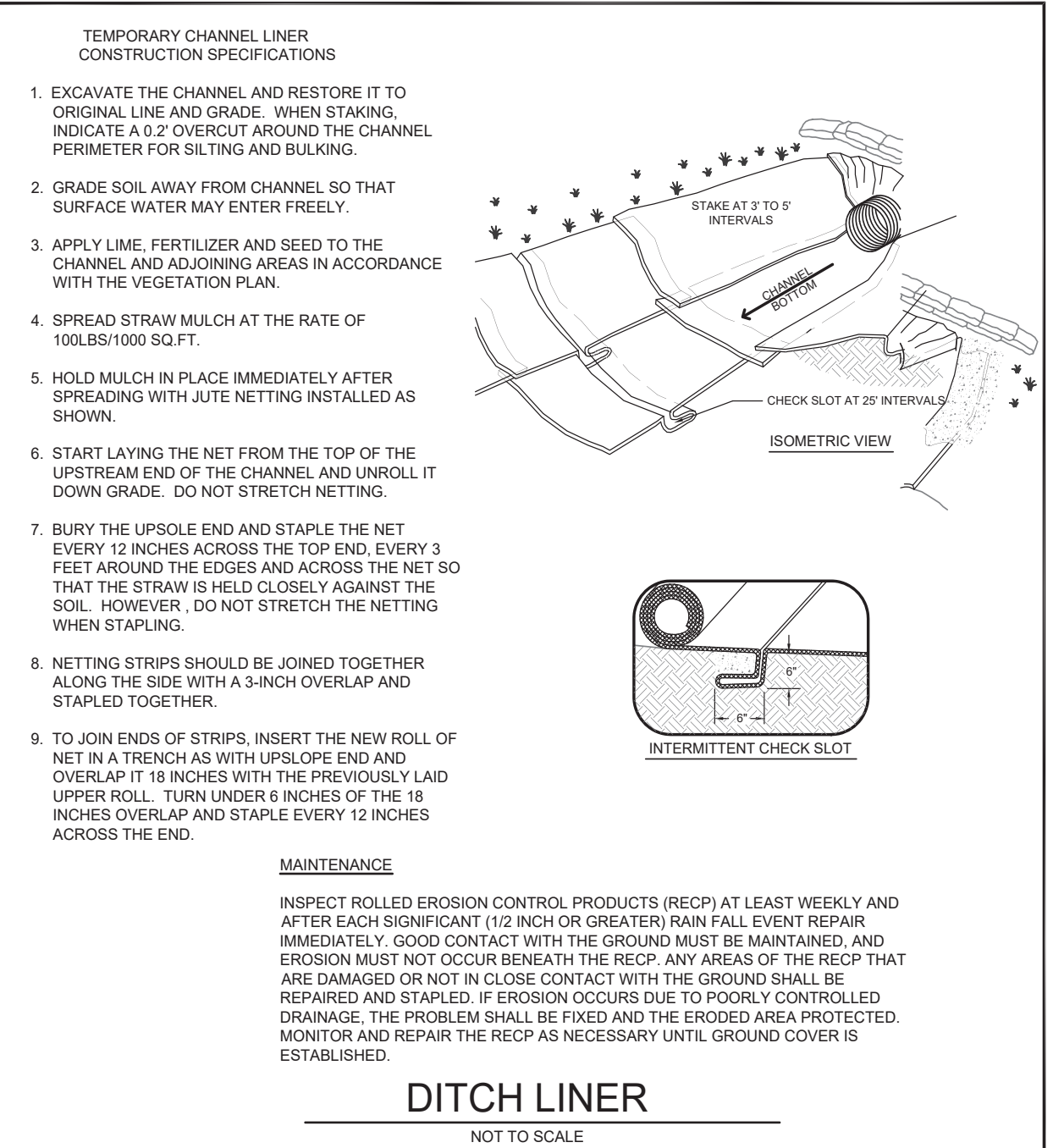
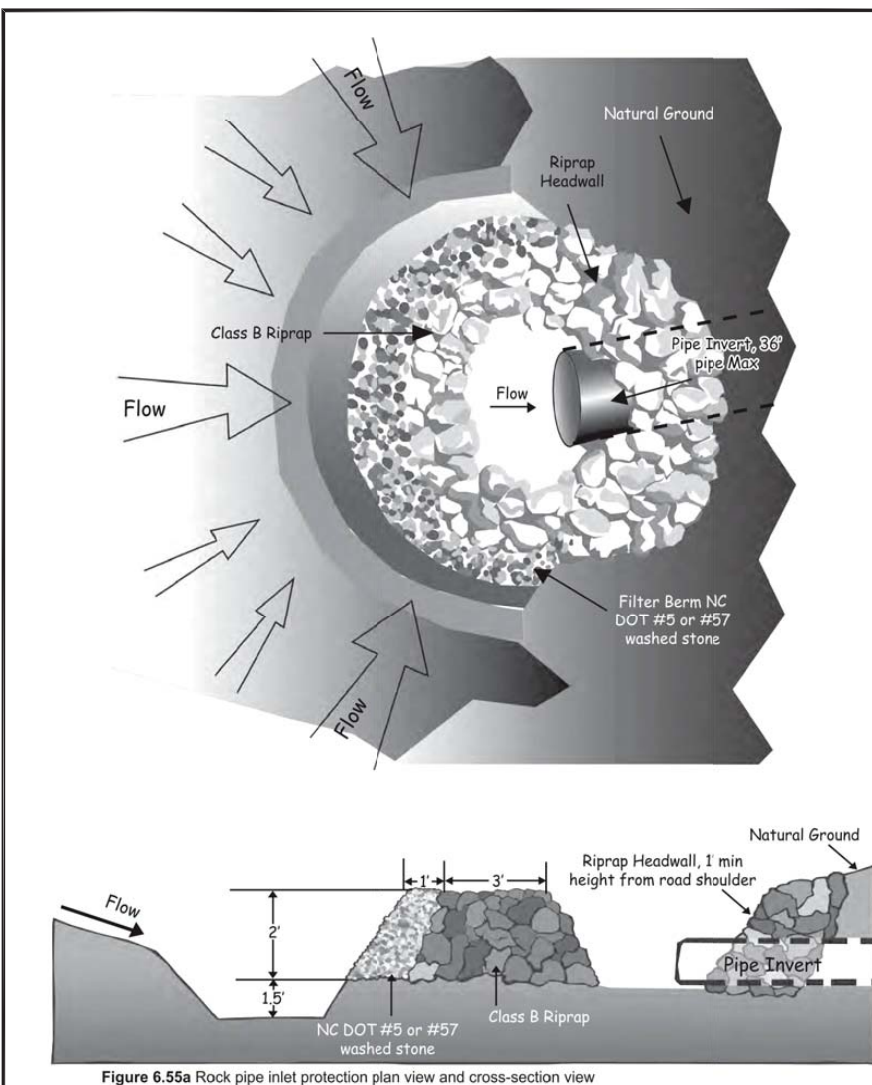
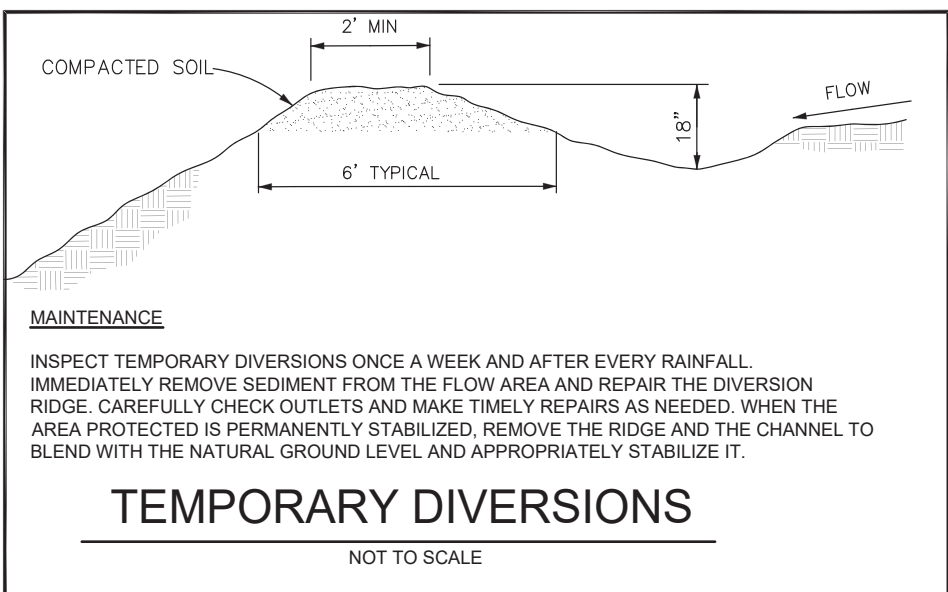
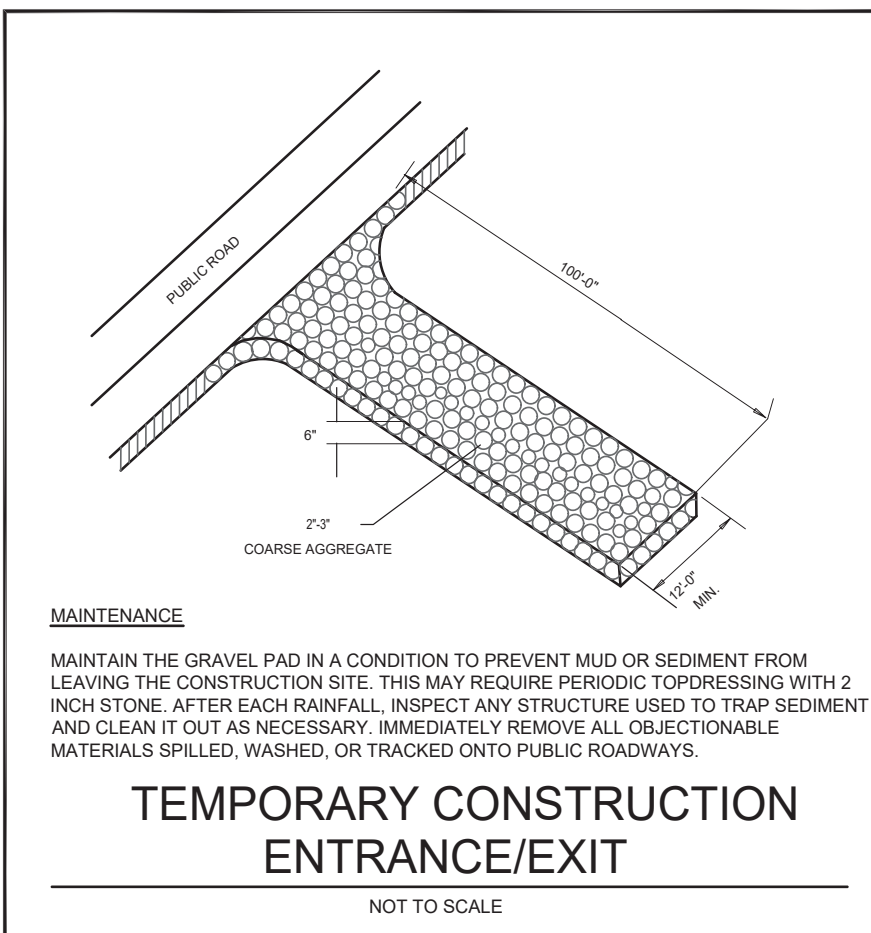
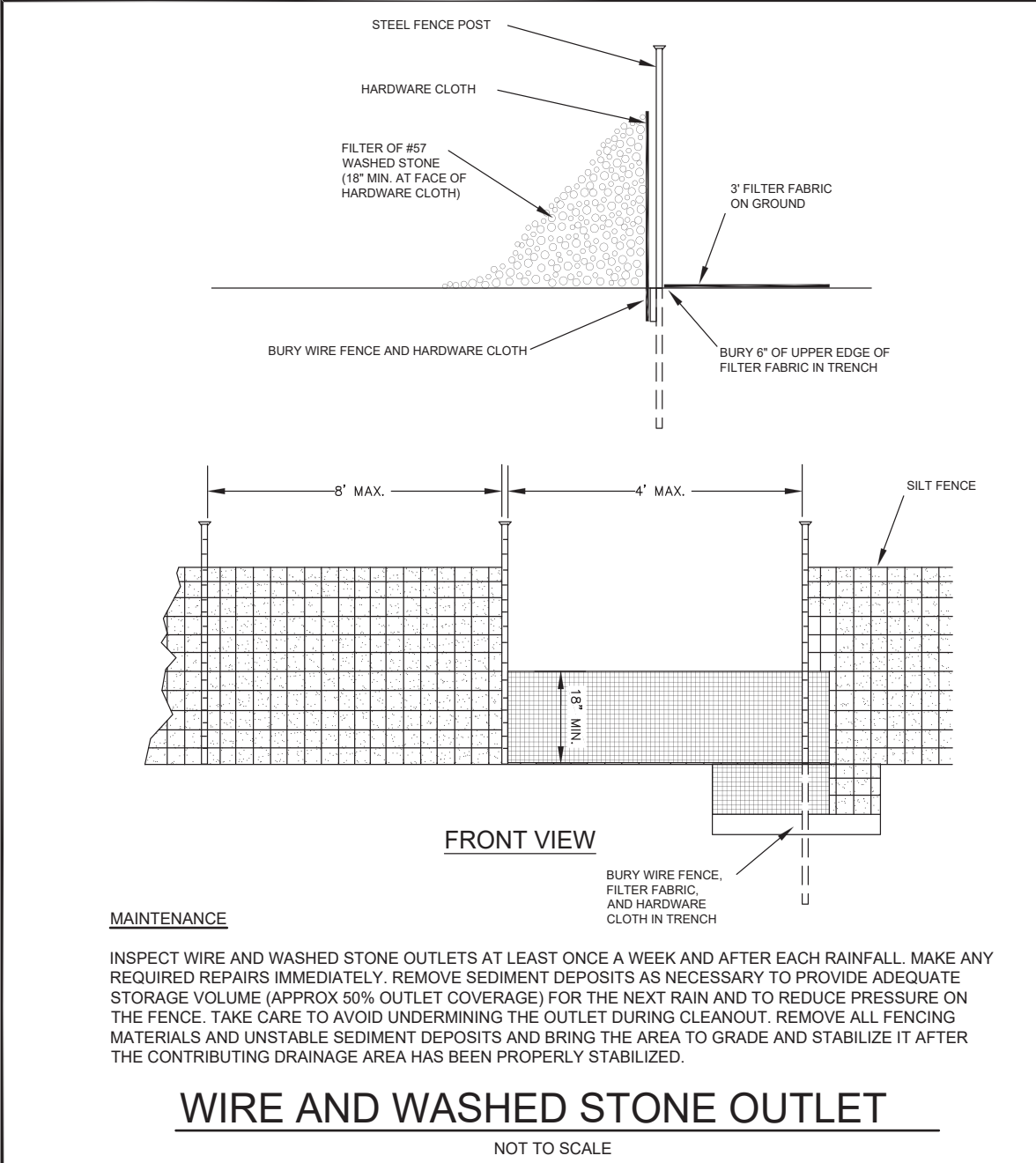
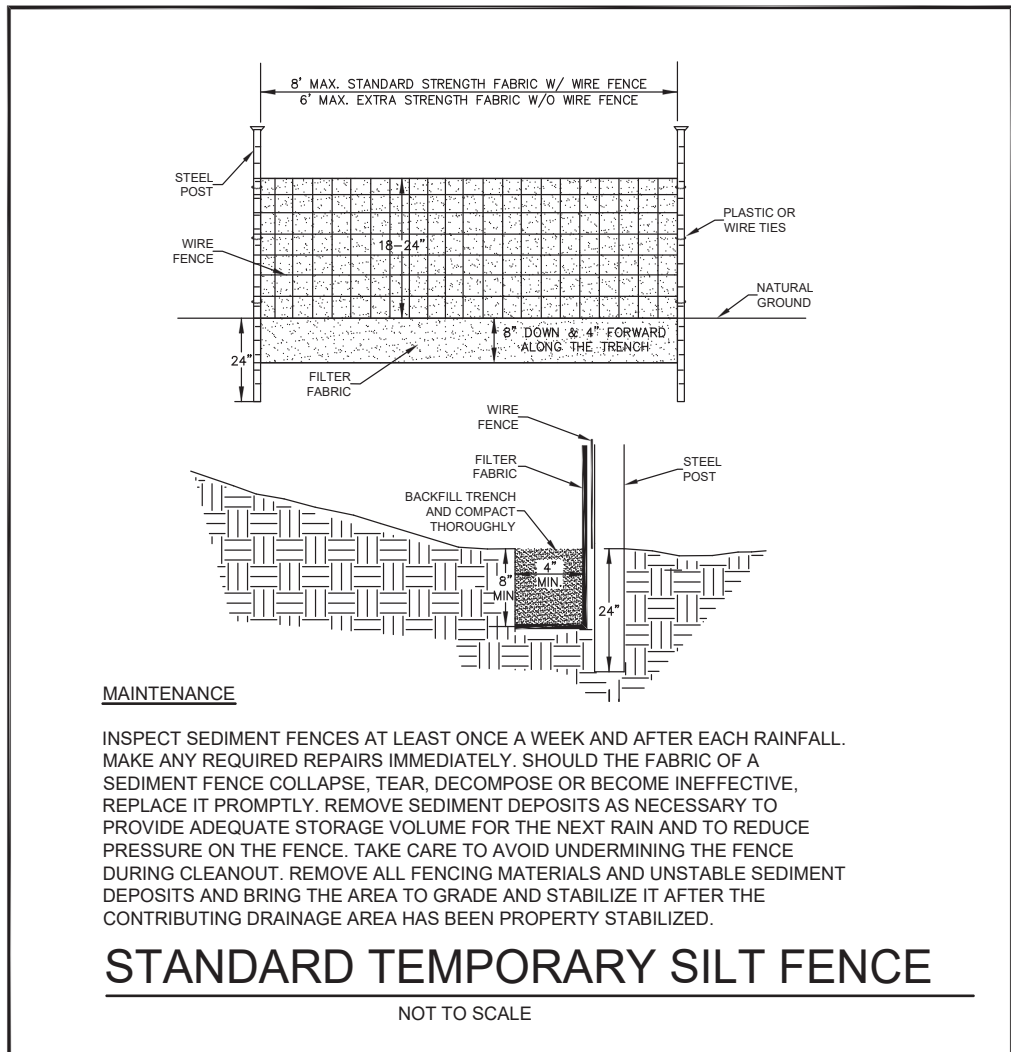
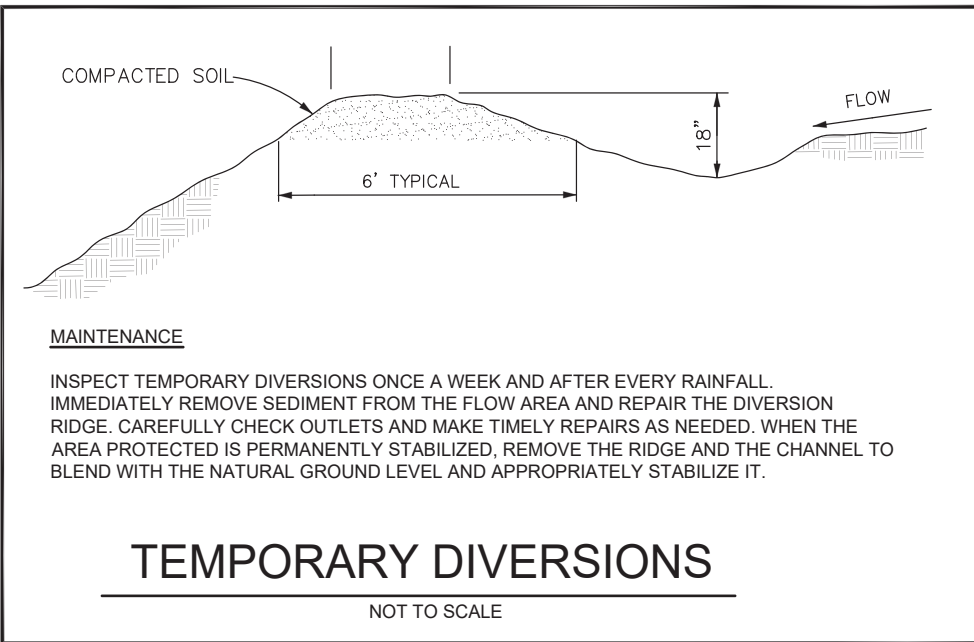


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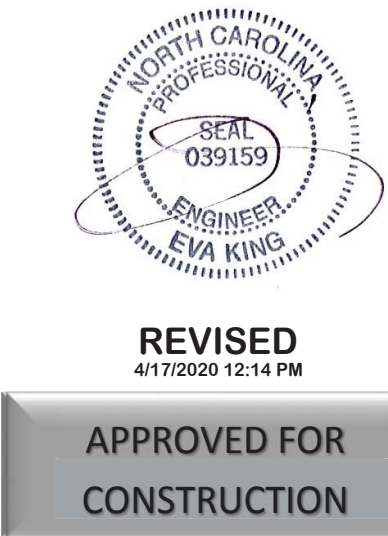
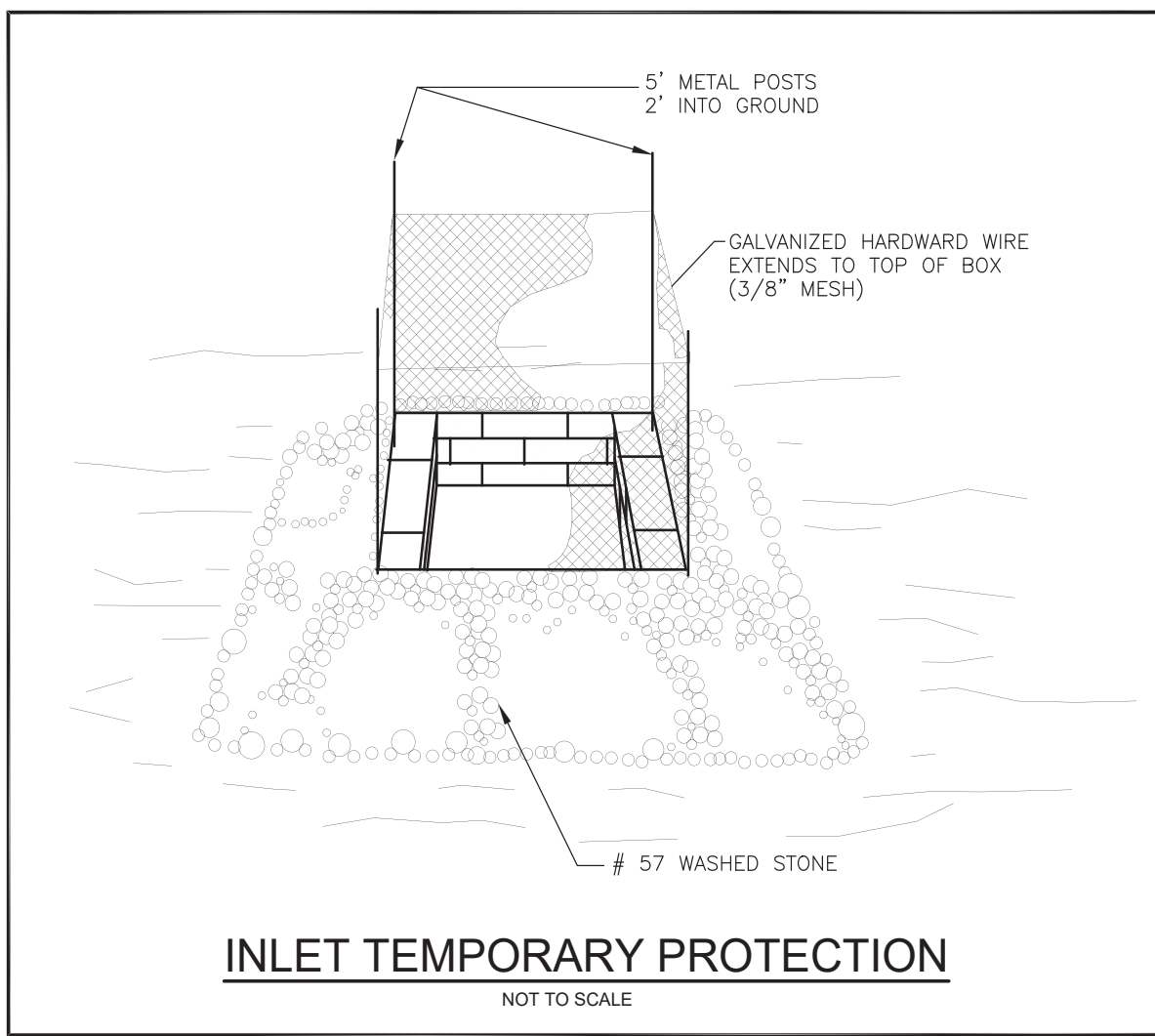
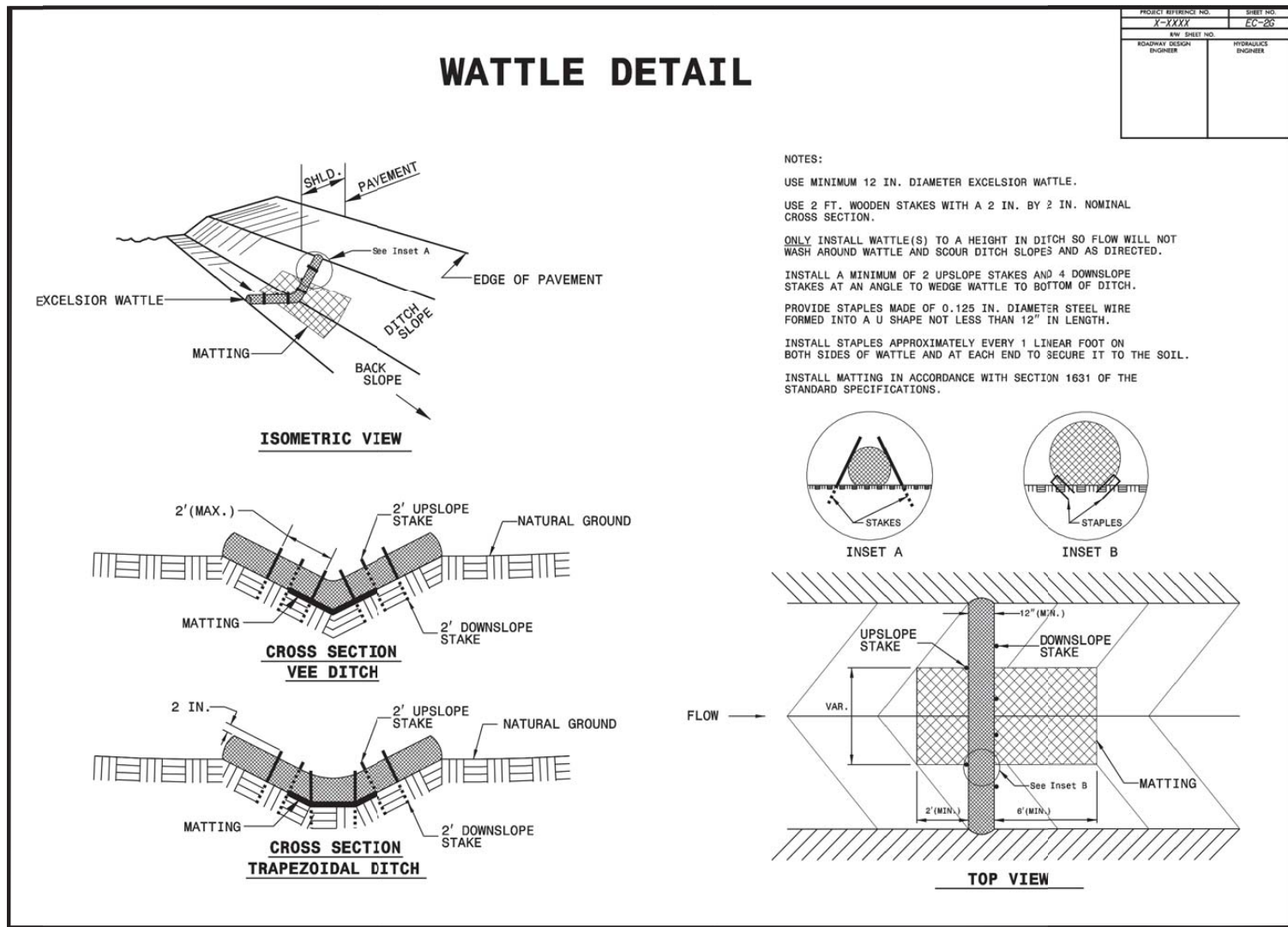
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APPROVED FOR
CONSTRUCTION



- EROSION CONTROL SEQUENCE OF CONSTRUCTION**
- OBTAIN GRADING PERMIT.
 - THIS PROJECT IS DIVIDED INTO TWO STAGES. STAGE 1 EROSION CONTROL - CLEARING & GRUBBING SITE. STAGE 2 EROSION CONTROL - SITE GRADING AND CONSTRUCTION.
 - BEFORE BEGINNING ANY LAND DISTURBING ACTIVITY THE CONTRACTOR SHALL CONTACT JOHNSTON COUNTY UTILITIES. (919-938-4177) TO SET UP AND ATTEND A PRE-CONSTRUCTION MEETING.
 - BEGIN STAGE 1 EROSION CONTROL**
 - INSTALL TEMPORARY GRAVEL CONSTRUCTION ENTRANCE, SILT FENCING, TEMPORARY DIVERSIONS WIRE AND WASHED STONE OUTLETS IN SILT FENCE AND SKIMMER BASINS AS SHOWN ON THE APPROVED PLAN. **CLEAR ONLY AS NECESSARY TO INSTALL THESE DEVICES. SEED AND MULCH TEMPORARY DIVERSIONS IMMEDIATELY.** CALL JOHNSTON COUNTY UTILITIES FOR ON SITE INSPECTION AND CERTIFICATE OF COMPLIANCE. (SEE NOTE 3.)
 - BEGIN STAGE 2 EROSION CONTROL**
 - BEGIN TO CLEAR AND GRUB SITE. DURING THE INITIAL CLEARING AND ROUGH GRADING STAGE, ENSURE THAT STORMWATER IS ROUTED TO EXISTING BASINS UNTIL THE PROPOSED DRAINAGE PATTERNS ARE ESTABLISHED. MAINTAIN DEVICES AS NEEDED.
 - ANY SLOPE GREATER THAN A 3:1 SLOPE MUST BE STABILIZED WITH EROSION CONTROL MATTING.
 - SITE CONTRACTOR TO INSTALL ROOF DRAIN PIPES (SIZED ON SHEET C6.01) ALONG WITH STORMWATER PIPES TO ALLOW HOME BUILDERS TO CONNECT ROOF DRAIN LEADERS DURING THE FINAL HOME BUILDER STAGE.
 - GROUND COVER MUST BE APPLIED TO DISTURBED AREAS ACCORDING TO THE "GROUND STABILIZATION" TABLE ON SHEET D1.06 (PER THE NEW STORMWATER RULES). STABILIZE SITE AS AREAS ARE BROUGHT UP TO GRADE WITH VEGETATION, PAVING, DITCH LINKS, ETC.
 - WHEN MATERIAL IN CONCRETE WASHOUT REACHES APPROXIMATE HEIGHT OF THE HAY BALES, CONTRACTOR SHALL REMOVE MATERIAL FROM CONCRETE WASHOUT AND DISPOSE OF IT AT AN APPROVED LANDFILL. CONCRETE WASHOUT SHALL THEN BE RESTORED TO CONDITIONS PER DETAIL.
 - CONTRACTOR SHALL USE THE SELF-INSPECTION PROGRAM AS DETAILED ON SHEET D1.06 ON A WEEKLY BASIS.
 - WHEN CONSTRUCTION IS COMPLETE AND ALL AREAS ARE PERMANENTLY STABILIZED COMPLETELY WITH THICK VEGETATION, CALL FOR INSPECTION (SEE NOTE #3 ABOVE).
 - SKIMMER BASINS MAY ONLY BE CONVERTED TO DRY DETENTION BASINS ONCE APPROVED BY JOHNSTON COUNTY.
 - ONCE SITE IS APPROVED, REMOVE SILT FENCING, REMOVE TEMPORARY DIVERSIONS, THEN SEED & MULCH OR PAVE ANY RESULTING BARE AREAS. ALL REMAINING PERMANENT EROSION CONTROL DEVICES SUCH AS VELOCITY DISSIPATORS SHOULD BE INSTALLED NOW. REMOVE SILT Baffles, SKIMMER THEN SHAPE & SIZE PONDS TO APPROVED DIMENSIONS. INSTALL OUTLET PIPE AS SHOWN ON THESE PLANS.
 - SEE DRY DETENTION BASIN CONSTRUCTION SEQUENCE ON SHEET C6.03.
 - WHEN THICK VEGETATION HAS BECOME PERMANENTLY ESTABLISHED, CALL FOR FINAL SITE INSPECTION (SEE NOTE #3 ABOVE).



REVISIONS:

NO.	DATE	DESCRIPTION
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3	03/11/20	ISSUED FOR PERMIT
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100	03/11/20	ISSUED FOR PERMIT

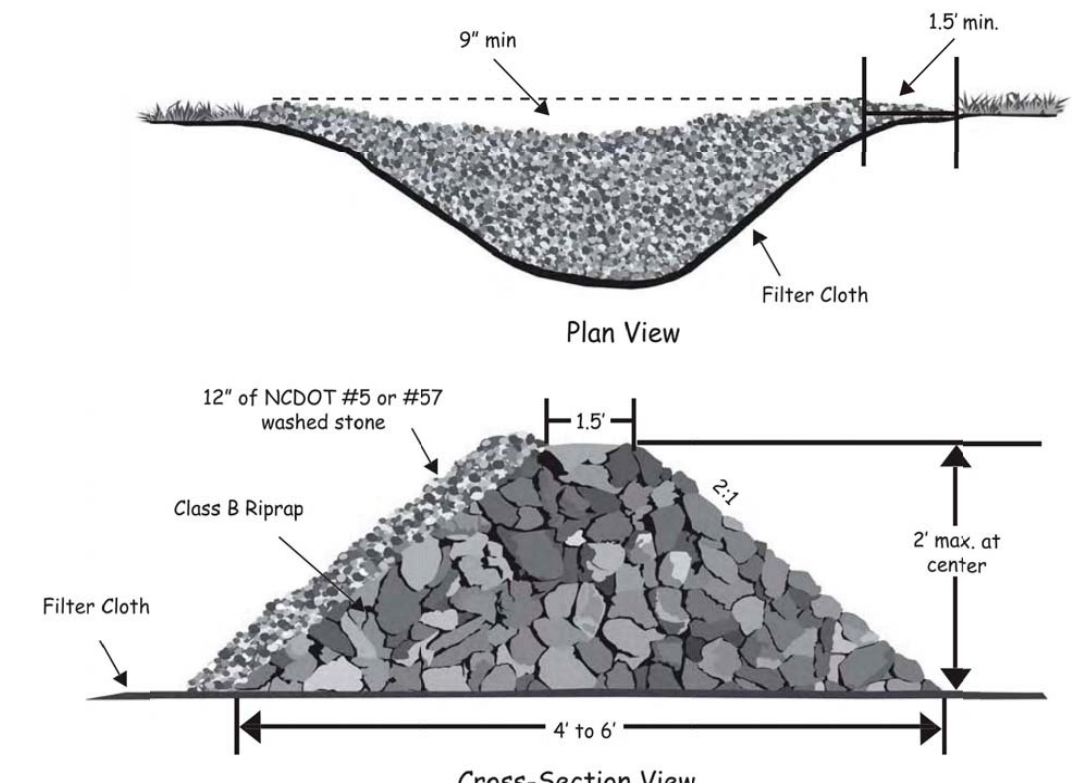
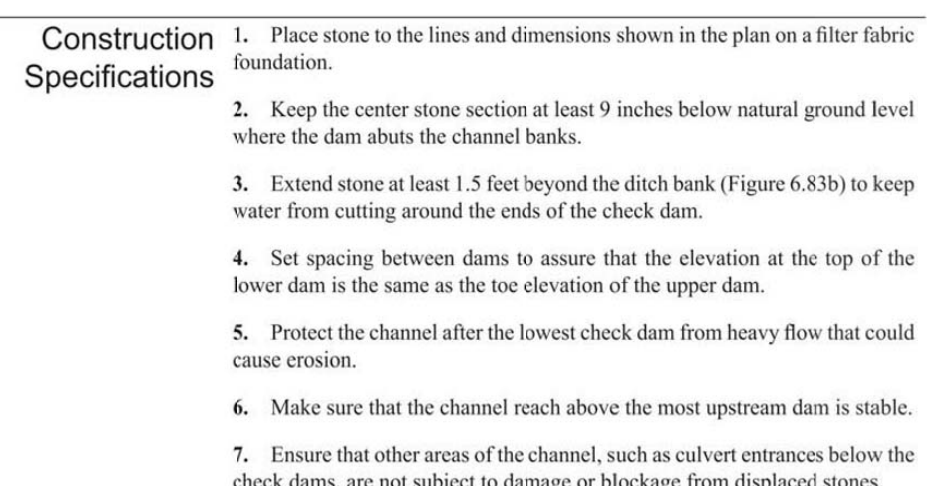
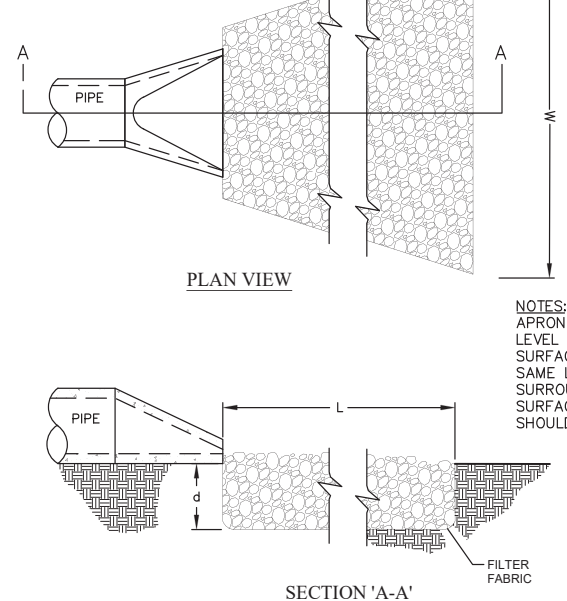
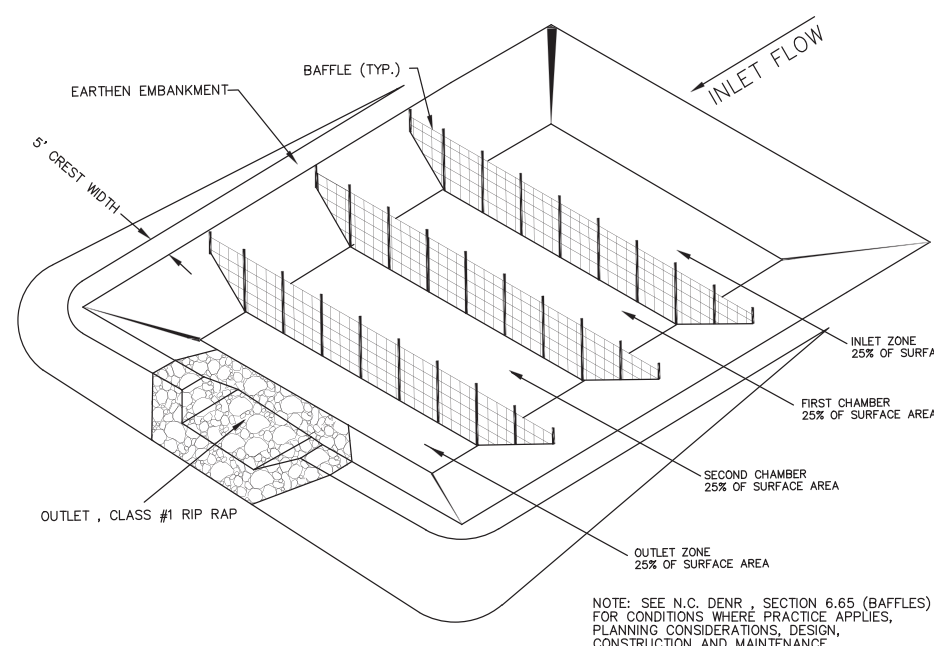
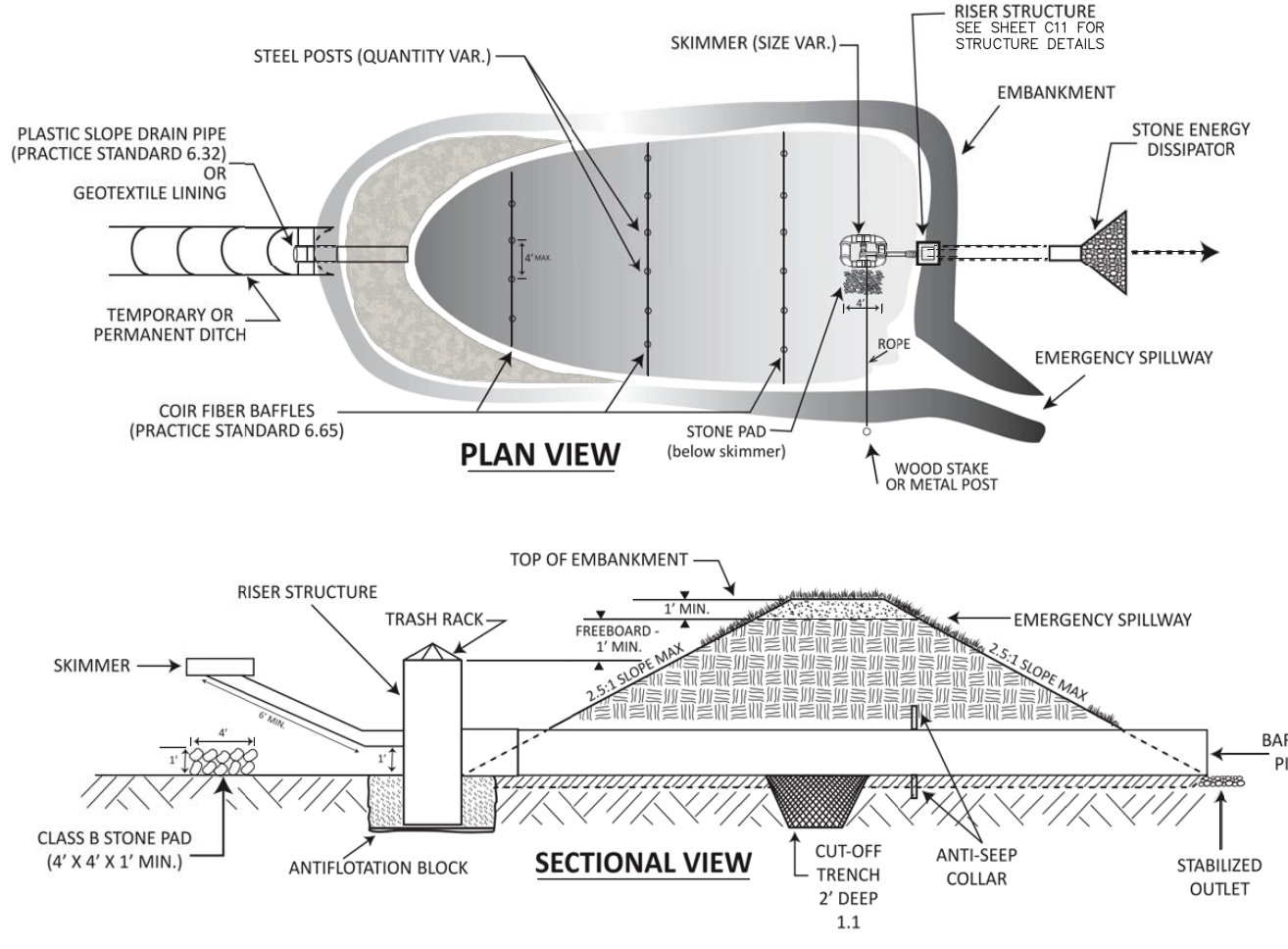
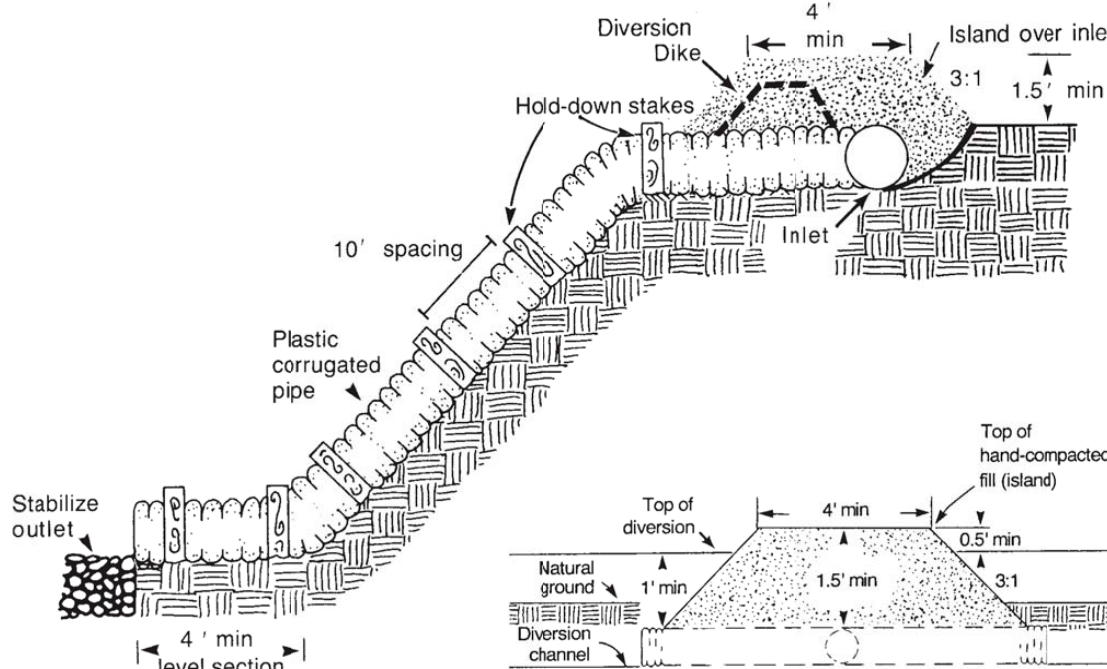
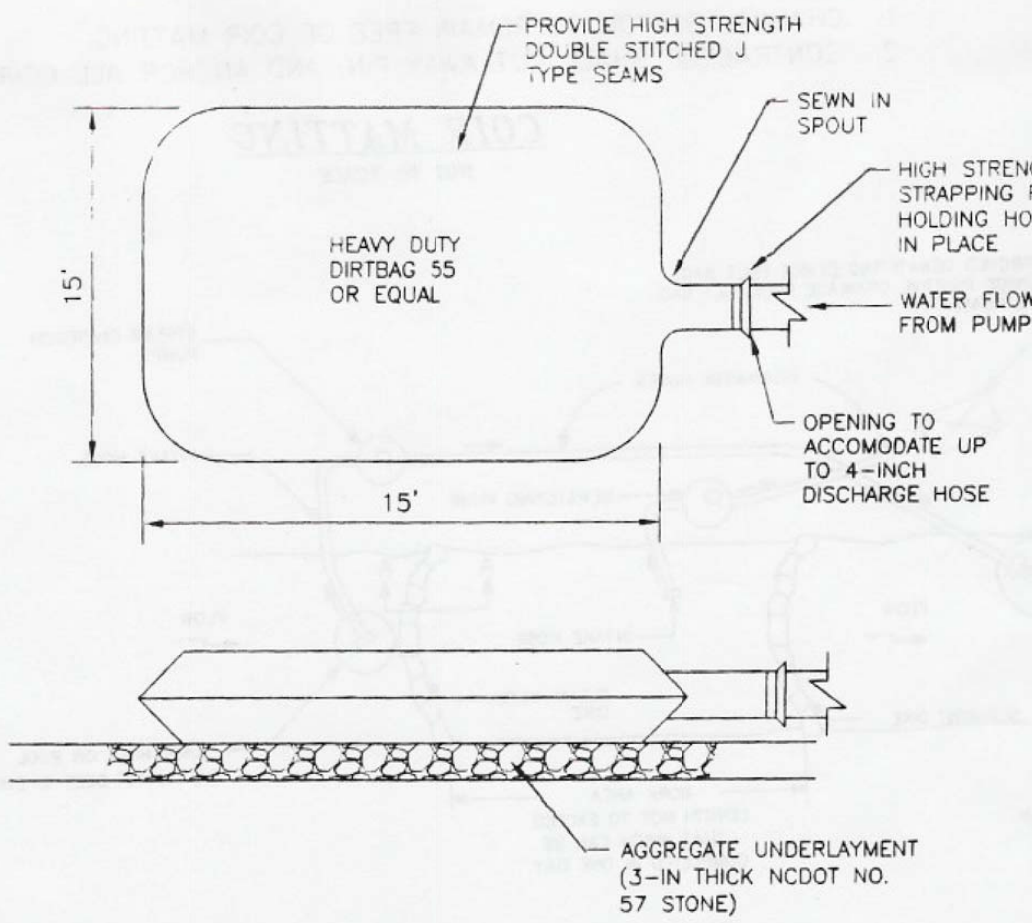
314 EAST MAIN STREET
CLAYTON, NC 27520
info@adamsandhodge.com
919-243-1332
FAX # C-1187

ADAMS & HODGE
ENGINEERING, PC

THE VILLAGE AT PARKVIEW
PHASES 1-8 & 9-16
TOWN OF CLAYTON, JOHNSTON COUNTY, NORTH CAROLINA

EROSION CONTROL DETAILS 1

DESIGN: EK
DRAWN: JTH
CHECKED: AWK
HORIZONTAL SCALE: SEE GRAPHIC SCALE
VERTICAL SCALE: SEE GRAPHIC SCALE
DATE: 10/24/2019
JOB NO.:
SHEET: DT1.04



APPROVED FOR
CONSTRUCTION

DESIGN	EK
DRAWN	JTH
CHECKED	AWH
HORIZONTAL SCALE	N/A
SEE GRAPHIC SCALE	
VERTICAL SCALE	N/A
DATE	10/24/2019
JOB NO.	
SHEET	DT1.05

THE VILLAGE AT PARKVIEW
 PHASES 1-8 & 9-16
 TOWN OF CLAYTON, JOHNSTON COUNTY, NORTH CAROLINA

ADAMS & HODGE
 ENGINEERING, PC

314 EAST MAIN STREET
 CLAYTON, NC 27520
 info@adamsandhodge.com
 919.243.1332
 FIRM # C-4187

REVISIONS:
 1. 2/19/2019 PER AEC
 2. 2/19/2019 PER AEC
 3. 2/19/2019 PER AEC
 4. 2/19/2019 PER AEC
 5. 2/19/2019 PER AEC
 6. 2/19/2019 PER AEC
 7. 2/19/2019 PER AEC

GROUND STABILIZATION AND MATERIALS HANDLING PRACTICES FOR COMPLIANCE WITH THE NCG01 CONSTRUCTION GENERAL PERMIT

Implementing the details and specifications on this plan sheet will result in the construction activity being considered compliant with the Ground Stabilization and Materials Handling sections of the NCG01 Construction General Permit (Sections E and F, respectively). The permittee shall comply with the Erosion and Sediment Control plan approved by the delegated authority having jurisdiction. All details and specifications shown on this sheet may not apply depending on site conditions and the delegated authority having jurisdiction.

SECTION E: GROUND STABILIZATION

Required Ground Stabilization Timeframes		
Site Area Description	Stabilize within this many calendar days after ceasing land disturbance	Timeframe variations
(a) Perimeter dikes, swales, ditches, and perimeter slopes	7	None
(b) High Quality Water (HQP) Zones	7	None
(c) Slopes steeper than 3:1	7	If slopes are 10' or less in length and are not steeper than 2:1, 14 days are allowed
(d) Slopes 3:1 to 4:1	14	-7 days for slopes greater than 50' in length and with slopes steeper than 4:1 -7 days for perimeter dikes, swales, ditches, perimeter slopes and HQW Zones -10 days for Falls Lake Watershed
(e) Areas with slopes flatter than 4:1	14	-7 days for perimeter dikes, swales, ditches, perimeter slopes and HQW Zones -10 days for Falls Lake Watershed unless there is zero slope

Note: After the permanent cessation of construction activities, any areas with temporary ground stabilization shall be converted to permanent ground stabilization as soon as practicable but in no case longer than 90 calendar days after the last land disturbing activity. Temporary ground stabilization shall be maintained in a manner to render the surface stable against accelerated erosion until permanent ground stabilization is achieved.

GROUND STABILIZATION SPECIFICATION

Stabilize the ground sufficiently so that rain will not dislodge the soil. Use one of the techniques in the table below:

Temporary Stabilization	Permanent Stabilization
- Temporary grass seed covered with straw or other mulches and tackifiers - Hydroseeding - Rolled erosion control products with or without temporary grass seed - Appropriately applied straw or other mulch - Plastic sheeting	- Permanent grass seed covered with straw or other mulches and tackifiers - Geotextile fabrics such as permanent soil reinforcement matting - Hydroseeding - Shrubs or other permanent plantings covered with mulch - Uniform and evenly distributed ground cover sufficient to restrain erosion - Structural methods such as concrete, asphalt or retaining walls - Rolled erosion control products with grass seed

POLYACRYLAMIDES (PAMS) AND FLOCCULANTS

- Select flocculants that are appropriate for the soils being exposed during construction, selecting from the *NC DWR List of Approved PAMS/Flocculants*.
- Apply flocculants at or before the inlets to Erosion and Sediment Control Measures.
- Apply flocculants at the concentrations specified in the *NC DWR List of Approved PAMS/Flocculants* and in accordance with the manufacturer's instructions.
- Provide ponding area for containment of treated Stormwater before discharging offsite.
- Store flocculants in leak-proof containers that are kept under storm-resistant cover or surrounded by secondary containment structures.

EQUIPMENT AND VEHICLE MAINTENANCE

- Maintain vehicles and equipment to prevent discharge of fluids.
- Provide drip pans under any stored equipment.
- Identify leaks and repair as soon as feasible, or remove leaking equipment from the project.
- Collect all spent fluids, store in separate containers and properly dispose as hazardous waste (recycle when possible).
- Remove leaking vehicles and construction equipment from service until the problem has been corrected.
- Bring used fuels, lubricants, coolants, hydraulic fluids and other petroleum products to a recycling or disposal center that handles these materials.



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LITTER, BUILDING MATERIAL AND LAND CLEARING WASTE

- Never bury or burn waste. Place litter and debris in approved waste containers.
- Provide a sufficient number and size of waste containers (e.g dumpster, trash receptacle) on site to contain construction and domestic wastes.
- Locate waste containers at least 50 feet away from storm drain inlets and surface waters unless no other alternatives are reasonably available.
- Locate waste containers on areas that do not receive substantial amounts of runoff from upland areas and does not drain directly to a storm drain, stream or wetland.
- Cover waste containers at the end of each workday and before storm events or provide secondary containment. Repair or replace damaged waste containers.
- Anchor all lightweight items in waste containers during times of high winds.
- Empty waste containers as needed to prevent overflow. Clean up immediately if containers overflow.
- Dispose waste off-site at an approved disposal facility.
- On business days, clean up and dispose of waste in designated waste containers.

PAINT AND OTHER LIQUID WASTE

- Do not dump paint and other liquid waste into storm drains, streams or wetlands.
- Locate paint washouts at least 50 feet away from storm drain inlets and surface waters unless no other alternatives are reasonably available.
- Contain liquid wastes in a controlled area.
- Containment must be labeled, sized and placed appropriately for the needs of site.
- Prevent the discharge of soaps, solvents, detergents and other liquid wastes from construction sites.

PORTABLE TOILETS

- Install portable toilets on level ground, at least 50 feet away from storm drains, streams or wetlands unless there is no alternative reasonably available. If 50 foot offset is not attainable, provide relocation of portable toilet behind silt fence or place on a gravel pad and surround with sand bags.
- Provide staking or anchoring of portable toilets during periods of high winds or in high foot traffic areas.
- Monitor portable toilets for leaking and properly dispose of any leaked material. Utilize a licensed sanitary waste hauler to remove leaking portable toilets and replace with properly operating unit.

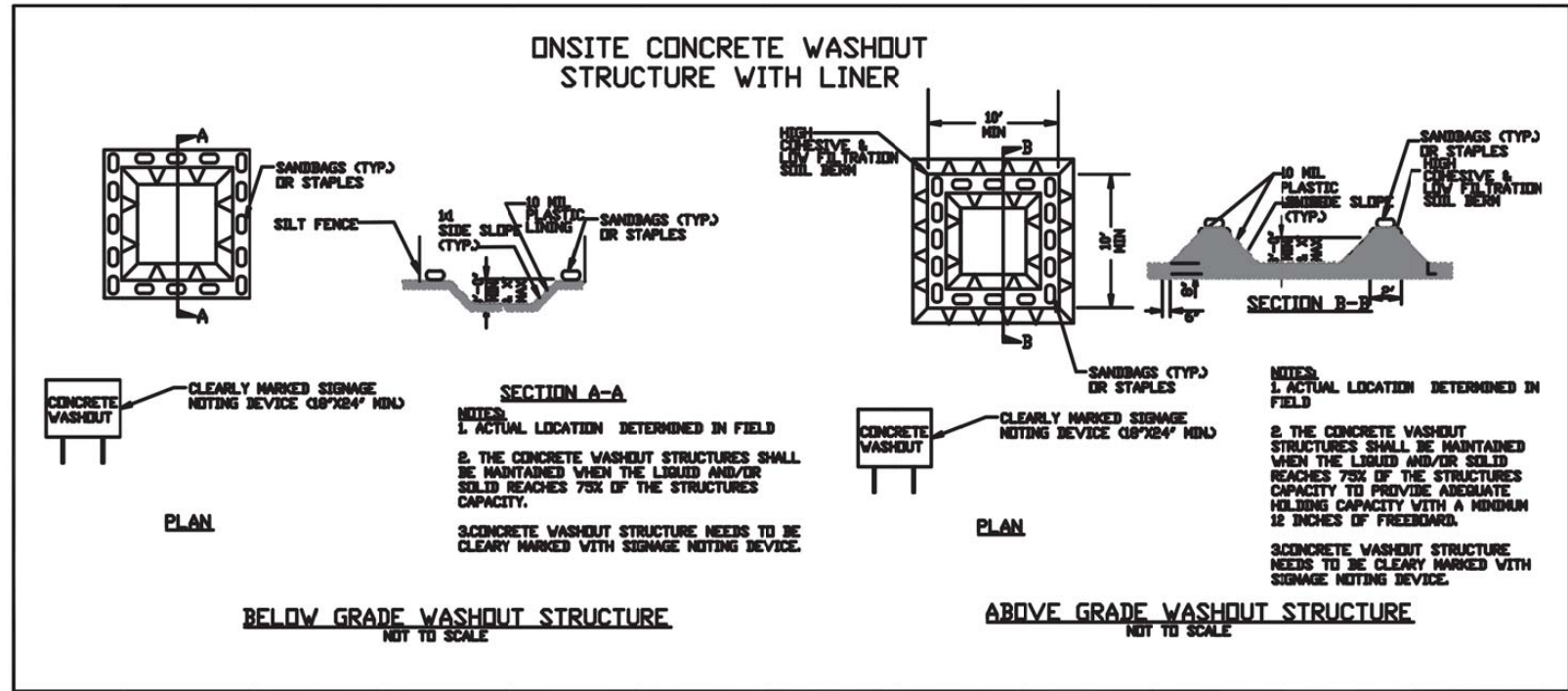
EARTHEN STOCKPILE MANAGEMENT

- Show stockpile locations on plans. Locate earthen-material stockpile areas at least 50 feet away from storm drain inlets, sediment basins, perimeter sediment controls and surface waters unless it can be shown no other alternatives are reasonably available.
- Protect stockpile with silt fence installed along toe of slope with a minimum offset of five feet from the toe of stockpile.
- Provide stable stone access point when feasible.
- Stabilize stockpile within the timeframes provided on this sheet and in accordance with the approved plan and any additional requirements. Soil stabilization is defined as vegetative, physical or chemical coverage techniques that will restrain accelerated erosion on disturbed soils for temporary or permanent control needs.



NORTH CAROLINA
Environmental Quality

APPROVED FOR
CONSTRUCTION



CONCRETE WASHOUTS

- Do not discharge concrete or cement slurry from the site.
- Dispose of, or recycle settled, hardened concrete residue in accordance with local and state solid waste regulations and at an approved facility.
- Manage washout from mortar mixers in accordance with the above item and in addition place the mixer and associated materials on impervious barrier and within lot perimeter silt fence.
- Install temporary concrete washouts per local requirements, where applicable. If an alternate method or product is to be used, contact your approval authority for review and approval. If local standard details are not available, use one of the two types of temporary concrete washouts provided on this detail.
- Do not use concrete washouts for dewatering or storing defective curb or sidewalk sections. Stormwater accumulated within the washout may not be pumped into or discharged to the storm drain system or receiving surface waters. Liquid waste must be pumped out and removed from project.
- Locate washouts at least 50 feet from storm drain inlets and surface waters unless it can be shown that no other alternatives are reasonably available. At a minimum, install protection of storm drain inlet(s) closest to the washout which could receive spills or overflow.
- Locate washouts in an easily accessible area, on level ground and install a stone entrance pad in front of the washout. Additional controls may be required by the approving authority.
- Install at least one sign directing concrete trucks to the washout within the project limits. Post signage on the washout itself to identify this location.
- Remove leavings from the washout when at approximately 75% capacity to limit overflow events. Replace the tarp, sand bags or other temporary structural components when no longer functional. When utilizing alternative or proprietary products, follow manufacturer's instructions.
- At the completion of the concrete work, remove remaining leavings and dispose of in an approved disposal facility. Fill pit, if applicable, and stabilize any disturbance caused by removal of washout.

HERBICIDES, PESTICIDES AND RODENTICIDES

- Store and apply herbicides, pesticides and rodenticides in accordance with label restrictions.
- Store herbicides, pesticides and rodenticides in their original containers with the label, which lists directions for use, ingredients and first aid steps in case of accidental poisoning.
- Do not store herbicides, pesticides and rodenticides in areas where flooding is possible or where they may spill or leak into wells, stormwater drains, ground water or surface water. If a spill occurs, clean area immediately.
- Do not stockpile these materials onsite.

HAZARDOUS AND TOXIC WASTE

- Create designated hazardous waste collection areas on-site.
- Place hazardous waste containers under cover or in secondary containment.
- Do not store hazardous chemicals, drums or bagged materials directly on the ground.

NCG01 GROUND STABILIZATION AND MATERIALS HANDLING

EFFECTIVE: 04/01/19

REVISIONS:
1. 04/01/19
2. 04/01/19
3. 04/01/19
4. 04/01/19
5. 04/01/19
6. 04/01/19
7. 04/01/19
8. 04/01/19
9. 04/01/19
10. 04/01/19
11. 04/01/19
12. 04/01/19

314 EAST MAIN STREET
CLAYTON, NC 27520
info@adamsandhodge.com
919-243-1332
FROM # C-1187

ADAMS & HODGE
ENGINEERING, PC



THE VILLAGE AT PARKVIEW
PHASES 1-8 & 9-16
TOWN OF CLAYTON, JOHNSTON COUNTY, NORTH CAROLINA

EROSION CONTROL
DETAILS 3

DESIGN: EK
DRAWN: JTH
CHECKED: AWI
HORIZONTAL SCALE: SEE GRAPHIC SCALE
VERTICAL SCALE: 1/4"=1'-0"
DATE: 10/24/2019
JOB NO.:
SHEET:

DT1.06

SECTION A: SELF-INSPECTION

Inspect	Frequency (during normal business hours)	Inspection records must include:
(1) Rain gauge maintained in good working order	Daily	Daily rainfall amounts. If no daily rain gauge observations are made during weekend or holiday periods, and no individual-day rainfall information is available, record the cumulative rain measurement for those unattended days (and this will determine if a site inspection is needed). Days on which no rainfall occurred shall be recorded as "zero." The permittee may use another rain-monitoring device approved by the Division.
(2) E&SC Measures	At least once per 7 calendar days and within 24 hours of a rain event ≥ 1.0 inch in 24 hours	1. Identification of the measures inspected, 2. Date and time of the inspection, 3. Name of the person performing the inspection, 4. Indication of whether the measures were operating properly, 5. Description of maintenance needs for the measure, 6. Description, evidence, and date of corrective actions taken.
(3) Stormwater discharge outfalls (SDOs)	At least once per 7 calendar days and within 24 hours of a rain event ≥ 1.0 inch in 24 hours	1. Identification of the discharge outfalls inspected, 2. Date and time of the inspection, 3. Name of the person performing the inspection, 4. Evidence of indicators of stormwater pollution such as oil sheen, floating or suspended solids or discoloration, 5. Indication of visible sediment leaving the site, 6. Description, evidence, and date of corrective actions taken.
(4) Perimeter of site	At least once per 7 calendar days and within 24 hours of a rain event ≥ 1.0 inch in 24 hours	If visible sedimentation is found outside site limits, then a record of the following shall be made: 1. Actions taken to clean up or stabilize the sediment that has left the site limits, 2. Description, evidence, and date of corrective actions taken, and 3. An explanation as to the actions taken to control future releases.
(5) Streams or wetlands onsite or offsite (where accessible)	At least once per 7 calendar days and within 24 hours of a rain event ≥ 1.0 inch in 24 hours	If the stream or wetland has increased visible sedimentation or a stream has visible increased turbidity from the construction activity, then a record of the following shall be made: 1. Description, evidence and date of corrective actions taken, and 2. Records of the required reports to the appropriate Division Regional Office per Part III, Section C, Item (2)(a) of this permit of this permit.
(6) Ground stabilization measures	After each phase of grading	1. The phase of grading (installation of perimeter E&SC measures, clearing and grubbing, installation of storm drainage facilities, completion of all land-disturbing activity, construction or redevelopment, permanent ground cover). 2. Documentation that the required ground stabilization measures have been provided within the required timeframe or an assurance that they will be provided as soon as possible.



NORTH CAROLINA
Environmental Quality

SECTION B: RECORDKEEPING

Item to Document	Documentation Requirements
(a) Each E&SC Measure has been installed and does not significantly deviate from the locations, dimensions and relative elevations shown on the approved E&SC Plan.	Initial and date each E&SC Measure on a copy of the approved E&SC Plan or complete, date and sign an inspection report that lists each E&SC Measure shown on the approved E&SC Plan. This documentation is required upon the initial installation of the E&SC Measures or if the E&SC Measures are modified after initial installation.
(b) A phase of grading has been completed.	Initial and date a copy of the approved E&SC Plan or complete, date and sign an inspection report to indicate completion of the construction phase.
(c) Ground cover is located and installed in accordance with the approved E&SC Plan.	Initial and date a copy of the approved E&SC Plan or complete, date and sign an inspection report to indicate compliance with approved ground cover specifications.
(d) The maintenance and repair requirements for all E&SC Measures have been performed.	Complete, date and sign an inspection report.
(e) Corrective actions have been taken to E&SC Measures.	Initial and date a copy of the approved E&SC Plan or complete, date and sign an inspection report to indicate the completion of the corrective action.

(c) All data used to complete the Notice of Intent and older inspection records shall be maintained for a period of three years after project completion and made available upon request. [40 CFR 122.41]



SECTION C: REPORTING

Occurrence	Reporting Timeframes (After Discovery) and Other Requirements
(a) Visible sediment deposition in a stream or wetland	• Within 24 hours, an oral or electronic notification. • Within 7 calendar days, a report that contains a description of the sediment and actions taken to address the cause of the deposition. Division staff may waive the requirement for a written report on a case-by-case basis. • If the stream is named on the NC 303(d) list as impaired for sediment-related causes, the permittee may be required to perform additional monitoring, inspections or apply more stringent practices if staff determine that additional requirements are needed to assure compliance with the federal or state impaired-waters conditions.
(b) Oil spills and release of hazardous substances per Item 1(b)-(c) above	• Within 24 hours, an oral or electronic notification. The notification shall include information about the date, time, nature, volume and location of the spill or release.
(c) Anticipated bypasses [40 CFR 122.41(m)(3)]	• A report at least ten days before the date of the bypass, if possible. The report shall include an evaluation of the anticipated quality and effect of the bypass.
(d) Unanticipated bypasses [40 CFR 122.41(m)(3)]	• Within 24 hours, an oral or electronic notification. • Within 7 calendar days, a report that includes an evaluation of the quality and effect of the bypass.
(e) Noncompliance with the conditions of this permit that may endanger health or the environment [40 CFR 122.41(l)(7)]	• Within 24 hours, an oral or electronic notification. • Within 7 calendar days, a report that contains a description of the noncompliance, and its causes; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time noncompliance is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance. [40 CFR 122.41(l)(6)]. • Division staff may waive the requirement for a written report on a case-by-case basis.

EFFECTIVE: 04/01/19

Exhibit B

Subdivision Bond
Faithful Performance

Bond No. PB00155801218

SUBDIVISION BOND

KNOW ALL MEN BY THESE PRESENTS: That Village at ParkView, LLC and Village at ParkView II, LLC as Principal, and Philadelphia Indemnity Insurance Company, a corporation organized and existing under the laws of the State of PA and authorized to transact surety business in the State of NC, as Surety are held and firmly bound unto Town of Clayton in the sum of One Hundred Seventy Seven Thousand Nine Hundred Fifty Dollars and 00/100 Dollars (\$ 177,950.00), for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS the above Named Principal has entered into an agreement, with the Town of Clayton to do and perform the following work, to wit:

The Village at ParkView Phase 1, 6 & 9-13 LEGEND Park Drive ONLY - Per Attached Performance Guarantee
Dated 10/21/2020 & Engineer's Estimate Dated 10/19/2020 "EXHIBIT A"

NOW, THEREFORE, if the above-bounden Principal shall well and truly perform the work referred to in such agreement, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney in Fact at Durham, North Carolina this 22nd day of October, 2020.

Village at ParkView, LLC and Village at ParkView II, LLC
(Principal) (Seal)

By: _____

Philadelphia Indemnity Insurance Company
(Surety) (Seal)

By: _____
Brooke Gagne, Attorney-In-Fact



PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

Surety Bond Number: PB00155801218

Principal: Village at ParkView, LLC and Village at ParkView II, LLC

Obligee: Town of Clayton

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Brooke Gagne** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

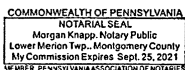
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Seal)



Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 22nd day of October, 2020.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Exhibit C



RiverWILD Construction, 114 W. Main Street, Clayton, NC 27520

To:	Town Of Clayton	Contact:	
Address:	Clayton, NC 27520	Phone:	
		Fax:	
Project Name:	Village At Parkview Asphalt Completion To Town Revised 3/28	Bid Number:	
Project Location:		Bid Date:	3/28/2025

Thank you for the opportunity to provide a proposal. Below is a detailed scope of work. Please do not hesitate to call with any questions.

Water assumes connecting to a stub. No taps or cut ins have been included.

Item #	Item Description	Estimated Quantity	Unit
GENERAL CONDITIONS			
5	Mobilization Surveying	1.00	LS
10	Supervision	1.00	LS
Total Price for above GENERAL CONDITIONS Items:		\$40,613.23	
EROSION CONTROL			
15	Silt Fence	1,200.00	LF
20	Silt Fence Outlet	6.00	EACH
25	Dress Up And Seed	1.00	LS
30	Remove Old Erosion Measures. Maintain New Measures	1.00	LS
Total Price for above EROSION CONTROL Items:		\$18,700.10	
STORM			
35	24" Flared End Section	1.00	EACH
40	15" RCP	256.00	LF
45	18" RCP	104.00	LF
50	18" O-ring RCP THROUGH POND	56.00	LF
55	Catch Basin	4.00	EACH
60	Drop Inlet	2.00	EACH
65	Inlet Protection (Boxes And FES)	8.00	EACH
70	Junction Box	1.00	EACH
Total Price for above STORM Items:		\$91,438.60	
LEGEND PARK DRIVE ROADWORK			
75	Subgrade Prep- Roadway And Curb	1,850.00	SY
80	8" ABC Legend	1,170.00	SY
85	4" ABC Under Curb Legend	300.00	SY
90	Pave Legend Park Drive 1.5" First Lift	1,170.00	SY
95	Pave Legend Park Drive 1.5" Final Lift	1,170.00	SY
100	30" Curb And Gutter	754.00	LF
105	Stop Bar And Sign	1.00	LS
110	Cut And Fill (ASSUMES BALANCING)	1.00	LS
Total Price for above LEGEND PARK DRIVE ROADWORK Items:		\$120,384.13	
LEGEND PARK DRIVE SIDEWALK			
115	4" Standard Sidewalk Legend	1,650.00	SF
120	Oversize Handicap Ramp Legend	2.00	EACH
125	Handicap Ramp Legend	1.00	EACH
130	Prep Sidewalk	1.00	LS

3/28/2025 8:53:55 AM

Page 1 of 2

Item #	Item Description	Estimated Quantity	Unit
135	Crosswalk To Greenway	1.00	LS
Total Price for above LEGEND PARK DRIVE SIDEWALK Items:			<u>\$31,218.77</u>

WATER

140	6" PVC Water Line	420.00	LF
145	6" Tee	1.00	EACH
150	6" Gate Valve	3.00	EACH
155	6IN. DI Bend Vertical Bend Assembly	1.00	EACH
160	Blow Off Assembly (Includes MJ Pipe Per Detail)	2.00	EACH
165	Fire Hydrant Assembly	1.00	EACH
170	Water Test	420.00	LF
175	Connect To Stub	1.00	LS
Total Price for above WATER Items:			<u>\$59,233.68</u>

GREENWAY

180	Repair/ Replace Greenway (2.5" Asphalt On 6" ABC)	206.00	SY
Total Price for above GREENWAY Items:			<u>\$14,644.54</u>

BOND REDUCTION

185	Cash Bond Reduction	1.00	LS
Total Price for above BOND REDUCTION Items:			<u>(\$177,950.00)</u>

Total Bid Price: \$198,283.05

Notes:

- Bonds (payment, performance, encroachment, erosion control) are excluded.
- All asphalt prices are based on NC DOT Monthly Terminal Prices for Asphalt Binder as of March 2024
- Please call with any questions.

Nick McKeel, President 919-429-0245
Tony Carmillo, Preconstruction Manager 919-422-7072

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: RiverWILD Construction Authorized Signature: _____ Estimator: Tony Carmillo (919) 422-7072 tony@staywild.com
---	---

Exhibit D



RiverWILD Construction, 114 W. Main Street, Clayton, NC 27520

To: All Bidders	Contact:
Address: Raleigh, NC	Phone:
	Fax:
Project Name: RiverWILD Unit Prices	Bid Number:
Project Location:	Bid Date: 9/16/2025

Unit Prices as requested

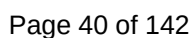
Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Undercut And Replace (Offsite Waste, Import Material)	1.00	CY	\$70.00	\$70.00
2	Undercut And Replace (Onsite Waste, Import Material)	1.00	CY	\$50.00	\$50.00
3	Undercut And Replace (Waste Onsite, Replace With ABC)	1.00	CY	\$110.00	\$110.00
4	Undercut And Replace Trenches (Waste Offsite, Replace With 57)	1.00	CY	\$150.00	\$150.00

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: RiverWILD Construction Authorized Signature: _____ Estimator: Tony Carmillo (919) 422-7072 tony@staywild.com
---	---

9/16/2025 4:20:35 PM

Page 1 of 1

ARLS
 REGIONAL LAND SURVEYORS, INC.
 8642 WEST MARKET STREET, SUITE 100
 GREENSBORO, NORTH CAROLINA 27409
 NC FIRM LICENSE NO. C-1962





Town Council Regular Meeting Agenda Cover Sheet

Meeting Date

October 6, 2025

Agenda Location

CONSENT AGENDA

Item Title

Encroachment Agreement for Sidewalk Dining

Presenter(s)

Shaun Mizell, Contracts and MWBE Manager and Amy Shearin, Community Engagement Coordinator

Suggested Action

Place on Consent Agenda - Approval of Agreement

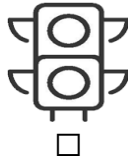
Strategic Priorities Alignment



☐ Vibrant Downtown



☐ Desirable Amenities and Spaces



☐ Sustainable Infrastructure



☐ Mobility, Transportation, and Transit



☐ Diversified Economic Development



☐ Community Outreach and Engagement



☐ Public Safety

Public Hearing: No

If Approved, Will Document Require Recordation? No

Does This Item Require a Communication Plan?

- | | |
|--|--|
| ☐ Public Hearing (Required by GS) | ☐ Public Hearing (Not Required by GS) |
| ☐ Newspaper Notice (Required by GS) | ☐ Newspaper Notice (Not Required by GS) |
| ☐ Public Forum/Input Session | ☐ Press Release |
| ☐ E-News Distribution | ☐ Website |
| ☐ Social Media | ☐ Survey |
| ☐ Special Mailing | ☐ None Required |

Summary

This agreement grants the Town of Clayton administrative rights to permit dining on sidewalks owned by the NCDOT, particularly along Main Street, with the expectation that certain codes and regulations are met.

Funding Source

N/A

Corresponding Documentation

[Clayton Sidewalk Dining TOC rev 9-30-25](#)

Submitted By: Heidi Holland, Community Development

Reviewed By:

Rich Cappola, Town Manager
Heidi Holland, Town Clerk

Approved - Oct 01 2025
Approved - Oct 01 2025

**NO FUNDING
SIDEWALK DINING AGREEMENT
AGREEMENT ID # 13313**

AGREEMENT OVERVIEW

NORTH CAROLINA
JOHNSTON COUNTY

DATE: 06/02/2025

PARTIES TO THE AGREEMENT:

NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION

AND

TOWN OF CLAYTON

The purpose of this Agreement is to identify the participation in project costs, project delivery and/or maintenance, by the other party to this Agreement, as further defined in this Agreement.

SCOPE OF AGREEMENT ("Agreement"): Execution of town ordinance and permits to allow restaurants within the town's jurisdiction the option of participating in sidewalk dining (or the serving of food and beverage) on the properties within or adjacent to State right of way.

EFFECTIVE DATES OF AGREEMENT: This Agreement shall commence on upon full execution of this Agreement. The agreement shall run in perpetuity unless cancelled by either Party with thirty (30) days notice in accordance with Section IV.

This **Agreement** is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the **Department** and the Town of Clayton, hereinafter referred to as the **Municipality**; and collectively referred to as the **Parties**.

The **Parties** to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this Agreement and refer to this Agreement, represents the entire understanding between the **Parties** with respect to its subject matter and supersedes any previous communication or agreements that may exist.

**NO FUNDING
SIDEWALK DINING AGREEMENT
AGREEMENT ID # 13313**

I. RECITALS

WHEREAS, the North Carolina General Assembly (NCGA) has enacted legislation to allow sidewalk dining (or the serving of food and beverage) on property within or adjacent to State right of way; and

WHEREAS, this Agreement is made under the authority granted to the **Department** by the NCGA including, but not limited to, G.S. 136-27.4; and

WHEREAS, G.S. 136-27.4 authorizes the Department to enter into agreements with local governments for the purpose of permitting sidewalk dining activities at restaurants abutting State rights-of-way; and

WHEREAS, the Municipality desires to enable restaurants in its jurisdiction to have the option of sidewalk dining and has developed a process for the issuance of sidewalk dining permits; and

WHEREAS, the Municipality agrees to enact a Sidewalk Dining Ordinance and permit use of the State right-of-way in accordance with the legal requirements set forth in this agreement; and

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

II. SIDEWALK DINING ORDINANCE AND PERMITS – CONDITIONS OF APPROVAL

The Department hereby grants the **Municipality** administrative rights, including adoption of an ordinance and approval of permits, to permit sidewalk dining activities that encroach on the State's right-of-way in accordance with this Agreement and subject to the following conditions:

- i. The **Municipality** shall enact an ordinance that meets the requirements of, but not necessarily limited to the requirements of the General Statutes of North Carolina (NCGS), Section 136-27.4.
- ii. The **Municipality** shall provide the **Department** a copy of the ordinance once enacted and shall provide the **Department** any updates to the ordinance.
- iii. The permit issued by the **Municipality** shall require the restaurant operator to provide evidence of adequate liability insurance in an amount satisfactory to the local government, but in no event in an amount less than the amount specified by the local government under G.S. 160A-485 as the limit of the local government's waiver of immunity or the amount of Tort Claim liability specified in G.S. 143-299.2, whichever is greater. The insurance shall protect and name the **Department** and the Municipality as additional insureds on any policies covering the business and the sidewalk activities.

**NO FUNDING
SIDEWALK DINING AGREEMENT
AGREEMENT ID # 13313**

- iv. The permit issued by the **Municipality** shall require the restaurant operator to provide an agreement or evidence to indemnify and hold harmless the **Department** or the **Municipality** from any claim resulting from the operation of sidewalk dining activities.
- v. The permit shall require the restaurant operator to provide a copy of all permits and licenses issued by the State, county, or city, including health and ABC permits, if any, necessary for the operation of the restaurant or business, or a copy of the application for the permit if no permit has been issued to the **Municipality**. This requirement includes any permits or certificates issued by the county or city for exterior alterations or improvements to the restaurant.
- vi. The **Municipality** shall also meet any other requirements deemed necessary by the **Department**, either for a particular local government or a particular component of the State highway system to safely allow sidewalk dining.
- vii. The **Municipality** may impose additional requirements on a restaurant operator on a case-by case basis. Nothing in this Agreement requires the **Municipality** to issue or maintain any permit for sidewalk dining activities if, in the opinion of the **Municipality**, such activities cannot be conducted in a safe manner in the State right-of-way.
- viii. The **Department** shall cancel this Agreement and revoke the permission of the **Municipality** to issue permits if at any time the **Department** considers that the safety of the traveling motorist, pedestrians, or any other third party may be compromised.
- ix. The **Department** reserves the right to cancel this Agreement on a case-by-case basis if the **Department** deems the activities permitted by the **Municipality** cannot be conducted in a safe manner.
- x. No permits may be issued for sidewalk dining on any interstate route.
- xi. The **Municipality** shall obtain permission from the **Department** to permit the right-of-way of any federal-aid route on or off the National Highway System to be used for sidewalk dining. A request for permission should be coordinated with the **Department's** Division Engineer.
- xii. The **Municipality** shall keep and maintain a list or database of all current issued sidewalk dining permits, as well as copies of all applications and accompanying materials, which may be stored in electronic format at the Municipality's discretion, but which shall be available for inspection upon request by the Department. If the permit is incomplete or does not meet the standards of this Agreement, the **Department** reserves the right to cancel this Agreement.

III. SIDEWALK DINING ORDINANCE AND PERMITS – MINIMUM CONDITIONS OF ORDINANCE

The Ordinance enacted by the **Municipality** shall be consistent with, but not necessarily limited to, the following minimum criteria:

- i. Tables, chairs, and other furnishings shall be placed a minimum of six feet from any travel lane.
- ii. Tables, chairs, and other furnishings shall be placed in such a manner that at least five feet of unobstructed paved space of the sidewalk, measured from any permanent or semi-permanent object, remains clear for the passage of pedestrians, and provides adequate passing space that complies with the Americans with Disabilities Act.
- iii. Tables, chairs, and other furnishings shall not obstruct any driveway, alleyway, building entrance or exit, emergency entrance or exit, fire hydrant or standpipe, utility access, ventilations areas, or ramps necessary to meet accessibility requirements under the Americans with Disabilities Act.
- iv. The maximum posted speed permitted on the roadway adjacent to the right-of-way to be used for sidewalk dining activities shall not be greater than 45 miles per hour.
- v. The standards set forth by this Agreement are minimums according to General Statute. Every potential site for Sidewalk Dining shall be reviewed by the **Municipality** for safety. Meeting these minimum guidelines alone does not imply that minimum standards for safety have been met. NCDOT reserves the right to limit or restrict application of this Agreement along specific corridors or locations if safety becomes an issue.
- vi. The restaurant operator shall cease part or all sidewalk dining activities in order to allow construction, maintenance, or repair of any street, sidewalk, utility, or public building, by the **Department**, the local government, its agents or employees, or by any other governmental entity or public utility.

IV. SIDEWALK DINING ORDINANCE AND PERMITS – TIME FRAME

This Agreement shall remain in place until canceled in writing by either party with thirty (30) days written notice to the other Party.

V. STANDARD PROVISIONS

A. LOCAL ORDINANCES

This Agreement shall not preempt or override local ordinances, which have been enacted within the authority of the NCGS that are currently in place.

**NO FUNDING
SIDEWALK DINING AGREEMENT
AGREEMENT ID # 13313**

B. AGREEMENT FOR IDENTIFIED PARTIES ONLY

This Agreement is solely for the benefit of the identified **Parties** to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

C. OTHER AGREEMENTS

The **Municipality** is solely responsible for all agreements, contracts, and work orders entered into or issued by the **Municipality** to meet the terms of this Agreement. The **Department** is not responsible for any expenses or obligations incurred for the terms of this Agreement except those specifically eligible for the funds and obligations as approved by the **Department** under the terms of this Agreement.

D. TITLE VI

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

E. AUTHORIZATION TO EXECUTE

The **Parties** hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective **Parties** to the terms contained herein.

F. INDEMNIFICATION

The **Municipality** will indemnify and hold harmless the FHWA (if applicable), the **Department** and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability, including those that may be initiated by third parties, in connection with the Project activities performed pursuant to this Agreement including construction of the Project, except for those claims arising out of the errors, omissions, or negligence of the **Department**, its respective officers, directors, principals, employees, agents, successors, and assigns.

G. COUNTERPARTS AND ELECTRONIC SIGNATURES

- i. This Agreement, and other documents to be delivered pursuant to this Agreement, may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document and will be effective when counterparts have been signed by each of the **Parties**. An image of a manual signature on this Agreement, or other documents to be delivered pursuant to this Agreement, will constitute an original

**NO FUNDING
SIDEWALK DINING AGREEMENT
AGREEMENT ID # 13313**

signature for all purposes. The delivery of copies of this Agreement or other documents to be delivered pursuant to this Agreement, including executed signature pages where required, by electronic transmission will constitute effective delivery of this Agreement or such other document for all purposes.

- ii. The **Parties** hereto further acknowledge and agree that this Agreement may be signed and/or transmitted by email or a PDF document or using electronic signature technology (e.g. DocuSign, Adobe Sign, or other electronic signature technology), and that such signed record shall be valid and as effective to bind the **Party** so signing as a paper copy bearing such **Party's** handwritten signature. By selecting "I Agree", "I Accept", or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the electronic signature technology, the **Parties** consent to be legally bound by the terms and conditions of Agreement and that such act constitutes a signature as if actually signed in writing. The **Parties** also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. The **Parties** acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby through the electronic signature technology, will have the same effect as physical delivery of the paper document bearing an original written signature.

H. GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Adult Corrections, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

**NO FUNDING
SIDEWALK DINING AGREEMENT
AGREEMENT ID # 13313**

SIGNATURE PAGE

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

(DOCUSIGN ONLY)

Authorized Signer: _____

Print Name: _____

Title: _____

Date Signed: _____

DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: _____

DATE: _____

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

**NO FUNDING
SIDEWALK DINING AGREEMENT
AGREEMENT ID # 13313**

SIGNATURE PAGE

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

(INK SIGNATURES ONLY)

ATTEST:	Authorized Signer: _____
BY: _____	Print Name: _____
TITLE: _____	Title: _____
	Date Signed: _____

DEPARTMENT OF TRANSPORTATION (DocuSign)

BY: _____

TITLE: _____

DATE: _____

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



Town Council Regular Meeting Agenda Cover Sheet

Meeting Date

October 6, 2025

Agenda Location

CONSENT AGENDA

Item Title

Resolution to Accept Streets into the Town of Clayton Street System for Maintenance - One Year Warranty - Buckhorn Branch Park Phase 3

Presenter(s)

Kinsey Holton

Suggested Action

Place on Consent Agenda

Strategic Priorities Alignment



☐ Vibrant Downtown



☐ Desirable Amenities and Spaces



☒ Sustainable Infrastructure



☐ Mobility, Transportation, and Transit



☐ Diversified Economic Development



☐ Community Outreach and Engagement



☐ Public Safety

Public Hearing: No

If Approved, Will Document Require Recordation? No

Does This Item Require a Communication Plan?

- | | |
|--|--|
| ☐ Public Hearing (Required by GS) | ☐ Public Hearing (Not Required by GS) |
| ☐ Newspaper Notice (Required by GS) | ☐ Newspaper Notice (Not Required by GS) |
| ☐ Public Forum/Input Session | ☐ Press Release |
| ☐ E-News Distribution | ☐ Website |
| ☐ Social Media | ☐ Survey |
| ☐ Special Mailing | ☒ None Required |

Summary

Streets and rights-of-way are required to be designed and built according to the approved Construction Drawings in accordance with Town of Clayton Manual of Standards, Specifications, and Design (MSSD). The subject streets (sidewalks, curb/gutter, and street trees) have been verified through inspections to have been installed in accordance with approved Construction Plans in accordance with the MSSD.

A final inspection was performed by Engineering staff on 09/17/2025, and a one-year warranty period for the subject streets will be set to expire on 09/17/2026. The subject streets will be eligible for funding through NCDOT's Powell Bill Program.

Recommendation

Engineering Department staff recommends final acceptance of the subject streets.

Funding Source

N/A

Corresponding Documentation

[Phase 3-ROW-Warranty_9-18-25](#)

Submitted By: Brant Lewis, Engineering

Reviewed By:

Kinsey Holton, Assistant Engineering Director	Approved - Sep 24 2025
Jonathan Ham, Engineering Director	Approved - Sep 24 2025
Courtney Tanner, Deputy Town Manager	Approved - Sep 29 2025
Rich Cappola, Town Manager	Approved - Oct 01 2025
Heidi Holland, Town Clerk	Approved - Oct 01 2025

TOWN OF CLAYTON
RESOLUTION TO ACCEPT STREETS INTO THE TOWN OF CLAYTON STREET
SYSTEM FOR MAINTENANCE – ONE YEAR
WARRANTY – BUCKHORN BRANCH PARK PHASE 3

WHEREAS, North Carolina General Statute 160A-296 and related case law grants municipalities general authority and control over all public streets, sidewalks, alleys, bridges, and other ways of public passage within its corporate limits except to the extent that authority and control over certain streets and bridges is vested in the Board of Transportation; and

WHEREAS, streets and right-of-way are required to be designed and built according to the Town of Clayton Manual of Standards, Specifications and Design; and

WHEREAS, Town of Clayton Engineering staff inspected the street segments listed below on September 17, 2025 and recommends acceptance by Town Council; and

WHEREAS, the street segments listed below will be placed under a warranty period for one-year to monitor construction deficiencies, such warranty period expiring on September 17, 2026; and

WHEREAS, prior to expiration of the one-year warranty period, Town of Clayton Engineering staff will perform a final inspection and notify the developer to correct all deficient items (if any); and

WHEREAS, upon correction of all deficient items (if any), the Town of Clayton Engineering staff will issue a final acceptance notice to the developer; and

WHEREAS, approval by the Town of Clayton Town Council is necessary for eligibility to receive funding from the NCDOT's Powell Bill Program;

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Clayton, North Carolina accept this list of streets and right-of-way into the Town of Clayton Street System.

SUBDIVISION	STREET NAME	BEGINNING DESCRIPTION	END DESCRIPTION	LENGTH
Buckhorn Branch Park	Wildwood Drive	Buckhorn Branch Park	Wildwood Drive	0.36
Buckhorn Branch Park	Nimble Way	Buckhorn Branch Park	Nimble Way	0.31
Buckhorn Branch Park	Blue Iris Parkway	Blue Iris Parkway	Nimble Way	0.08
Buckhorn Branch Park	Pear Blossom Parkway	Pear Blossom Parkway	Nimble Way	0.08
Buckhorn Branch Park	Pansy Park	Pansy Park	Nimble Way	0.05
Buckhorn Branch Park	Arrowgrass Drive	Nimble Way	Wildwood Drive	0.04
Buckhorn Branch Park	Ripple Way	Ripple Way	Wildwood Drive	0.10
TOTAL				1.02 mi

Duly adopted this 6th day of October 2025, while in regular Session.

Jody L. McLeod
Mayor

ATTEST:

Heidi L. Holland, MMC, NCCMC
Town Clerk

Resolution #2025-85



Town Council Regular Meeting Agenda Cover Sheet

Meeting Date

October 6, 2025

Agenda Location

CONSENT AGENDA

Item Title

Amendment to Downtown Development Association Advisory Board By-Laws

Presenter(s)

Heidi Holland, Town Clerk

Suggested Action

Place on Consent Agenda - Adoption of Resolution #2025-87

Strategic Priorities Alignment

☐
Vibrant Downtown



☐
Desirable
Amenities and
Spaces



☐
Sustainable
Infrastructure



☐
Mobility,
Transportation,
and Transit



☐
Diversified
Economic
Development



☐
Community
Outreach and
Engagement



☐
Public Safety

Public Hearing: No

If Approved, Will Document Require Recordation? No

Does This Item Require a Communication Plan?

☐ Public Hearing (Required by GS)

☐ Newspaper Notice (Required by GS)

☐ Public Forum/Input Session

☐ E-News Distribution

☐ Social Media

☐ Special Mailing

☐ Public Hearing (Not Required by GS)

☐ Newspaper Notice (Not Required by GS)

☐ Press Release

☐ Website

☐ Survey

☐ None Required

Summary

As a housekeeping matter, this amendment simply clarifies the language in the Appointments paragraph.

Funding Source

N/A

Corresponding Documentation

[2025-87 Amendment to Downtown Development Association Advisory Board By-Laws](#)
[DDA By-Laws ADOPTED 10062025](#)

Submitted By: Heidi Holland, Clerks

Reviewed By:

Heidi Holland, Town Clerk

Approved - Sep 26 2025

Rich Cappola, Town Manager

Approved - Oct 01 2025

**TOWN OF CLAYTON
RESOLUTION TO AMEND
DOWNTOWN DEVELOPMENT ASSOCIATION
ADVISORY BOARD BY-LAWS**

WHEREAS, the Clayton Town Council hereby adopts an amendment to the Downtown Development Advisory Association Board By-Laws to read as follows:

ARTICLE IV

MEMBERSHIP

- (a) Appointments. Board Members shall be selected from applications submitted to the Town of Clayton. Members of the Board shall be appointed by the Clayton Town Council. Membership shall consist of fourteen (14). Representation may be residents of the Town of Clayton, businesspersons with interests in the Downtown Clayton area, property owners within the Downtown District of Clayton, or other persons with knowledge or abilities deemed beneficial to the purpose of the Board. Appointments will be made for this Board through the established procedures in the Appointment to Advisory Boards Procedures policy.

Duly adopted this 6th day of October 2025 while in regular session.

Jody L. McLeod
Mayor

ATTEST:

Heidi L. Holland, MMC, NCCMC
Town Clerk

**TOWN OF CLAYTON
BY-LAWS GOVERNING THE
DOWNTOWN DEVELOPMENT ASSOCIATION
ADVISORY BOARD**

ARTICLE I

NAME

- (a) Name. The name of the Association shall be the Clayton Downtown Development Association Advisory Board (hereinafter referred to as the "Board"). The Board shall continue to serve and exist unless and until official action is taken by the Town Council for the Town of Clayton to abolish or modify the Board.

ARTICLE II

PURPOSE/MISSION

- (a) Purpose. The purpose of the Board shall be to support the Clayton Downtown Development Association, Inc., a 501c3 not-for-profit and advise Town Council on issues which impact the Downtown District. This includes preserving and enhancing the character of the Clayton's Downtown District; protecting the historic significance of the buildings, facilities, and spaces within the Downtown District; educating citizens and business people about the value of the Downtown District; promoting Downtown District as a place to invest; serving as a review and advisory committee to the Town of Clayton Town Council; and implementing projects that enhance and protect the Downtown District.
- (b) With the purposes noted above, the Board shall serve as the operations unit for the Clayton Downtown Development Association, Inc, a 501c3 not-for profit.

ARTICLE III

NATURE OF THE BOARD

- (a) The nature of the Board shall be to work on behalf of the Town of Clayton and to serve its interests and desires in relation to the goals and priorities established by the Town Council for the Town of Clayton within the purpose defined above.
- (b) The Board shall hold no assets, collect no fees, nor function in any way as a business organization, or a regulatory body.

ARTICLE IV

MEMBERSHIP

- (a) Appointments. Board Members shall be selected from applications submitted to the Town of Clayton. Members of the Board shall be appointed by the Clayton

Town Council. Membership shall consist of fourteen (14). Representation may be residents of the Town of Clayton, businesspersons with interests in the Downtown Clayton area, property owners within the Downtown District of Clayton, or other persons with knowledge or abilities deemed beneficial to the purpose of the Board. Appointments will be made for this Board through the established procedures in the Appointment to Advisory Boards Procedures policy.

- (b) Interviews. Interviews for this Board shall follow the established procedures in the Appointment to Advisory Boards Procedures policy.
- (c) Ex-officio Member. The Town Council shall appoint a Council Member to serve as an ex-officio member. The ex-officio member will not have a vote on items coming before the Board. The Town Council shall also appoint a staff member (liaison) to this Board.
- (d) Length of Appointment. Terms for all members shall be for three (3) years. The terms will begin on January 1st and expire December 31st, except for the ex-officio from the Town Council who will serve concurrent with his/her term of office.
- (e) Terms of Office. Board Members may serve for no more than two consecutive terms. Board Members may be appointed to the Board once a single year has passed since last serving on the Board. Board Members appointed to fill a vacancy may serve two consecutive terms after the expiration of their term.
- (f) Vacancies. Whenever a vacancy occurs by resignation, death or otherwise, this vacancy shall be filled each year by the Town Council, following the procedures in the Appointment to Advisory Boards Procedures policy. The appointee shall serve for the duration of the unexpired term.
- (g) Removal of Members. Any member of the Board may be removed with or without cause, at any time, through a request from the Board to the Town Council or directly by the Town Council.
- (h) Resignation. The resignation of Board Members must be provided in writing to the Clerk's Office.
- (i) Changes to By-Laws. With majority vote of the membership, proposed changes to the By-Laws shall be submitted to the Town Council for review and approval. Changes to the By-Laws do not take effect until final approval is granted by Town Council.
- (j) Conduct. Members of appointed boards shall, at all times during the course of their board membership, conduct themselves in a professional and ethical manner. Board members shall be respectful to other board members, public officials, and members of the public. They further shall abide by any rules of procedures or

other guidelines for the conduct of their boards. Board members shall not use their official positions for personal gain.

ARTICLE V

APPOINTMENT OF CHAIR AND VICE-CHAIR

- (a) Officers. The appointment of a Board Chair and Vice-Chair, for the ensuing year, shall take place at the pleasure of the Board such that they are named at the March meeting each year. The mention of new officers shall be on the January agenda of each year; no action will be taken at this meeting. The Chair and Vice-Chair shall be appointed upon majority vote of the Board. Nominations may be made by any Board member. Officers shall serve a one-year appointment with eligibility for reappointment. In the event an officer's appointment to the Board is terminated, a replacement to this office shall be appointed by the Board at the next meeting.

ARTICLE VI

DUTIES

- (a) Chair. The Chair shall preside at meetings and shall retain full voting rights. The Chair may call a special meeting with a minimum of forty-eight hours written notice to the Board. The Board Chair shall serve as an ex-officio member of standing committees. It shall be the duty of the Chair to provide information for the meeting agendas to the Clerk to the Board, or designee.
- (b) Vice-Chair. The Vice-Chair will serve in the absence of the Chair with all the same authority/rights of the Chair. Should the Chair resign or otherwise become unable to fulfill the duties of office during an elected term, the Vice-Chair shall assume the post.
- (c) Clerk to the Board. It shall be the duty of the Clerk to the Board, or designee, to record the minutes of each meeting. In accordance with G.S. § 143-318.10(e), the Board shall keep full and accurate minutes of all official meetings.

ARTICLE VII

MEETINGS

- (a) Meetings. Regular meetings shall be held by the Board on a date and time based on a calendar adopted annually by the Board and filed with the Town Clerk. This calendar shall be created by the Clerk to the Board or designee. This calendar shall be on the November agenda and voted on by a majority of the Board. In the event no business is pending and no agenda is developed, a meeting may be canceled. In accordance with NC GS 143-318.10, these are official meetings and are open to the public.

- (b) Business of the Board. Business of the Board shall take place in the course of an official meeting. An official meeting shall only take place in the presence of a quorum at regular scheduled or properly called special meetings.
- (c) Special Meetings. Special meetings may be called by the Board Chair or upon written request from a majority of the Board.
- (d) Quorum. A quorum shall consist of a simple majority of the total membership of the Board. A quorum of the Board shall be in attendance before action of an official nature can be taken.
- (e) Order of Business. The order of business, unless otherwise noted by the Board Chair, or designee, shall include:
 - 1. Call To Order
 - 2. Adjustment of the Agenda
 - 3. Approval of Minutes
 - 4. Staff Reports
 - 5. Old Business
 - 6. New Business
 - 7. Committee Reports
 - 8. Public Comments
 - 9. Adjourn

ARTICLE VIII

ATTENDANCE

- (a) Absences. All Board Members are expected to attend regular and special called meetings. An appointed Board Member who misses more than (3) unexcused consecutive regular meetings, or a total of four (4) such meetings during the year, loses his status as a member of the Board. Absences due to sickness, death, or other emergencies of like nature shall be regarded as approved absences and shall not affect the member's status on the Board, except that in the event of a long illness or other such prolonged absence, the member may be replaced. After a Board Member misses more than four unexcused meetings, the Clerk's Office will send a letter of termination to the Board Member and will notify the Town Council Liaison, Economic Development Director, Clerk to the Board and Board Chair.
- (b) Attendance Record. The Clerk to Board, or designee, shall maintain the attendance record, including attendance at regular meetings, work sessions, and special called meetings.

ARTICLE IX

ORGANIZATION

- (a) Establishment of Special Committees. The Board shall be organized into the following standing committees with the purposes as noted:

- 1) Organization Committee. The purpose of the Organization Committee is to foster Downtown District as the Town's center of activity, and to ensure its economic stability through historic preservation, communication, education, promotion, and economic revitalization. The Organization Committee provides the stability necessary to build and maintain a downtown program that is well structured, well-funded and committed to the future of the heart of Clayton. The Organization Committee is responsible for monitoring the financial and logistical aspects of the Clayton Downtown Development Association, Inc. a 501-C-3 not-for-profit.
 - 2) Design Committee. The purpose of the Design Committee is to evaluate the downtown environment and recommend physical improvements to buildings, businesses and other public infrastructure. This activity often requires consensus among independent business owners and property owners to bring about positive aesthetic change. These improvements shape the physical image of downtown to create a place that is attractive to shoppers, investors, business owners, and visitors. Much of this work occurs in partnership with the Economic Development Department and in one-on-one relationships with members of the downtown community, property owners, business managers, Town staff, and elected officials.
 - 3) Promotion Committee. The purpose of the Promotions Committee is to promote the Downtown District as the center of activity, commerce, culture, and community for both residents and visitors. Developing and maintaining an image campaign, educating retailers about and encouraging joint retail promotions, and special events help achieve the goals of this committee.
 - 4) Economic Vitality Committee. Maintaining the economic vitality of the Downtown District is the purpose of the Economic Vitality Committee. The committee members develop a thorough understanding of the economic condition in the Downtown District and use that understanding to gain both public and private sector support and involvement. Utilizing the unique skills and resources of each sector, the committee implements a well-planned and comprehensive strategy to gradually improve downtown's economic foundation.
- (b) All board members are required to serve on at least one Committee. In no instance should there be any less than two board members on any Committee. As necessary, the Chair shall establish, with the advice and consent of the Board, special sub-committees. The Chair and/or Vice-Chair shall be an ex-officio member of any special sub-committees.
- 1) The Chair may, as needed, establish special sub-committees without necessity of revision to, or amendment of these by-laws.

ARTICLE X

REPORTS

- (a) Board Chair Reports. The Board Chair will ensure an Advisory Board report is provided to the Town Council at least annually. This report will address activities, recommendations and/or issues of concern. In the event there is nothing to report to the Town Council, then the Board Chair will send an email or written memo to the Mayor with copies to the Town Manager and the members of the Board. This report shall be reported to the Town Council by October of each year.

DDA By-Laws, Amended 6/19/2006; Amended 6/07/2010, Amended 12/5/2016, Amended 9/16/2019, Amended 6/5/2023, Resolution #2023-96 passed 12/4/2023;
Resolution #2024-01 passed 01/02/2024; Resolution #2024-118 passed 12/16/2024



Town Council Regular Meeting Agenda Cover Sheet

Meeting Date

October 6, 2025

Agenda Location

CONSENT AGENDA

Item Title

Adoption of Local Water Supply Plan

Presenter(s)

Joshua Baird, PE - Water Resources Director

Suggested Action

Adoption of Resolution

Strategic Priorities Alignment



☐ Vibrant Downtown



☐ Desirable Amenities and Spaces



☒ Sustainable Infrastructure



☐ Mobility, Transportation, and Transit



☐ Diversified Economic Development



☐ Community Outreach and Engagement



☐ Public Safety

Public Hearing: No

If Approved, Will Document Require Recordation? No

Does This Item Require a Communication Plan?

☐ Public Hearing (Required by GS)

☐ Newspaper Notice (Required by GS)

☐ Public Forum/Input Session

☐ E-News Distribution

☐ Social Media

☐ Special Mailing

☐ Public Hearing (Not Required by GS)

☐ Newspaper Notice (Not Required by GS)

☐ Press Release

☐ Website

☐ Survey

☐ None Required

Summary

All local government and community water systems subject to G.S. 143-355(l) are required to submit an annual water supply plan based on their water use and system conditions. For calendar year 2024 the NC DEQ has reviewed and approved the information submitted in the Town of Clayton Local Water Supply Plan. NC DEQ has deemed the information complete and meets the minimum criteria established by North Carolina General Statute 143-355(l). The 2024 Local Water Supply Plan must next be adopted by the Town Council. The 2024 Local Water Supply Plan cannot be considered compliant with the requirements of NCGS 143-355(l) until a signed resolution is received by the Water Supply Section Supervisor. Staff request approval of the attached resolution.

Funding Source

N/A

Corresponding Documentation

[LTR LWSP 2024](#)

[DWR Local Water Supply Planning](#)

[Resolution LWSP](#)

Submitted By: Joshua Baird, Water Resources

Reviewed By:

Joshua Baird, Water Resources
Director

Approved - Oct 01 2025

Rich Cappola, Town Manager
Heidi Holland, Town Clerk

Approved - Oct 01 2025

Approved - Oct 01 2025

JOSH STEIN
Governor

D. REID WILSON
Secretary

RICHARD E. ROGERS, JR.
Director



NORTH CAROLINA
Environmental Quality

September 8, 2025

Travis Jessup
Water Resources Director
Town of Clayton
P.O. Box 879
Clayton, NC 27528

Subject: LWSP Meet Minimum Criteria
Clayton Water System
PWSID#: 03-51-020
Johnston County

Dear Mr. Jessup,

This letter is to notify you that our staff has reviewed the information contained in the 2024 Local Water Supply Plan (LWSP) update submitted by your office. Since all the required information is complete, the LWSP for the Clayton Water System hereby meets the minimum criteria established in North Carolina General Statute 143-355(l).

Your water system's 2024 LWSP is now viewable online from the LWSP website found at: https://www.ncwater.org/Water_Supply_Planning/Local_Water_Supply_Plan/search.php. The plan has been made available after our best efforts to screen any errors. As a final check, please review and report any mistakes or omissions to the review engineer. Unless notified otherwise, the Division of Water Resources considers your 2024 LWSP complete.

The 2024 LWSP must next be adopted by your water system's governing board; a model LWSP resolution is available online on the right side of the page in the Forms and Docs section at: https://www.ncwater.org/Water_Supply_Planning/Local_Water_Supply_Plan/learn.php. A copy of the signed resolution must be submitted to Linwood Peele, Water Supply Planning Section Supervisor, at the address printed at the bottom of this letter. The LWSP cannot be considered compliant with the requirements of NCGS 143-355(l) until an adopted resolution is received.

Thank you very much for your efforts to provide your customers with a safe and reliable supply of drinking water. We look forward to continuing to work with you in these efforts. Please contact Louis Murray at louis.murray@deq.nc.gov or (919)707-9017, or Linwood Peele at linwood.peele@deq.nc.gov or (919) 707-9024, if we can be of further assistance.

Sincerely,

A handwritten signature in blue ink, appearing to read "Linwood Peele".

Linwood Peele, Water Supply Planning
Branch Head
Division of Water Resources, NCDEQ



North Carolina Department of Environmental Quality | Division of Water Resources
512 North Salisbury Street | 1611 Mail Service Center | Raleigh, North Carolina 27699-1611
919.707.9000

Clayton

2024 ▾

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

1. System Information

Contact Information

Water System Name:	Clayton	PWSID:	03-51-020
Mailing Address:	P.O. Box 879 Clayton, NC 27528	Ownership:	Municipality
Contact Person:	Travis Jessup	Title:	Water Resources Director
Phone:	919-427-1290	Cell/Mobile:	919-553-1530
Secondary Contact:	Rich Cappola	Phone:	919-359-1288
Mailing Address:	P.O. Box 879 Clayton, NC 27528	Cell/Mobile:	919-553-1530

Complete

Distribution System

Line Type	Size Range (Inches)	Estimated % of lines
Asbestos Cement	4-16	7.07 %
Cast Iron	6-10	3.67 %
Ductile Iron	2-16	12.41 %
Galvanized Iron	3/4-6	0.73 %
Other	2-12	0.70 %
Polyvinyl Chloride	2-12	75.42 %

What are the estimated total miles of distribution system lines? **155 Miles**

How many feet of distribution lines were replaced during 2024? **0 Feet**

How many feet of new water mains were added during 2024? **9,065 Feet**

How many meters were replaced in 2024? **26**

How old are the oldest meters in this system? **8 Year(s)**

How many meters for outdoor water use, such as irrigation, are not billed for sewer services? **1,020**

What is this system's finished water storage capacity? **2.0300 Million Gallons**

Has water pressure been inadequate in any part of the system since last update? *Line breaks that were repaired quickly should not be included.* **No**

A 1,000,000 gallon tank is planned and is expected to be online in 2026. Clayton has purchased an additional 230,000 gallons of storage from Johnston County until 2029. We also have a 500,000 gallon ground storage tank with partial certification.

Programs

Does this system have a program to work or flush hydrants? **Yes, Annually**

Does this system have a valve exercise program? **Yes, Annually**

Does this system have a cross-connection program? **Yes**

Does this system have a program to replace meters? **Yes**

10/1/25, 10:54 AM

DWR :: Local Water Supply Planning

Does this system have a plumbing retrofit program? No

Does this system have an active water conservation public education program? Yes

Does this system have a leak detection program? No

Water Conservation

What type of rate structure is used? Decreasing Block

How much reclaimed water does this system use? 0.0236 MGD For how many connections? 1

Does this system have an interconnection with another system capable of providing water in an emergency? Yes

2. Water Use Information**Service Area**

Sub-Basin(s)	% of Service Population	County(s)	% of Service Population
Neuse River (10-1)	100 %	Johnston	100 %

What was the year-round population served in 2024? 35,169

Has this system acquired another system since last report? No

Population includes customer in Clayton PWSID 03-51-020 and Clayton North PWSID 40-51-019

Water Use by Type

Type of Use	Metered Connections	Metered Average Use (MGD)	Non-Metered Connections	Non-Metered Estimated Use (MGD)
Residential	15,442	1.5113	0	0.0000
Commercial	688	0.3243	0	0.0000
Industrial	18	1.7561	0	0.0000
Institutional	139	0.0977	0	0.0000

How much water was used for system processes (backwash, line cleaning, flushing, etc.)? 0.0300 MGD

Clayton and Clayton North added together

3. Water Supply Sources**Monthly Withdrawals & Purchases**

	Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)
Jan	3.2190	3.8800	May	4.4810	4.8820	Sep	3.3320	4.5490
Feb	4.5450	3.8570	Jun	4.3310	5.1240	Oct	4.3590	4.1650
Mar	3.3590	3.9350	Jul	4.0950	6.1650	Nov	3.8360	4.4230
Apr	3.4790	4.1090	Aug	5.0020	4.6680	Dec	3.1690	3.9400

The average monthly values are not calculated from the same metered information as the purchases from Johnston County. Purchases from Johnston County are calculated based on weekly reads from the County interconnects and monthly utilization is calculated based on billed amounts. It should be noted that Johnston County billing cycles/dates do not correspond 1:1 with months,

**Water Purchases From Other Systems**

Seller	PWSID	Average Daily Purchased (MGD)	Days Used	MGD	Contract Expiration	Recurring	Required to comply with water use restrictions?	Pipe Size(s) (Inches)	Use Type
Johnston County Utilities	03-51-070	3.9430	366	6.1000	2025	Yes	Yes	20	Regular

4. Wastewater Information<https://www.ncwater.org/WUDC/app/LWSP/report.php?pwsid=03-51-020&year=2024>

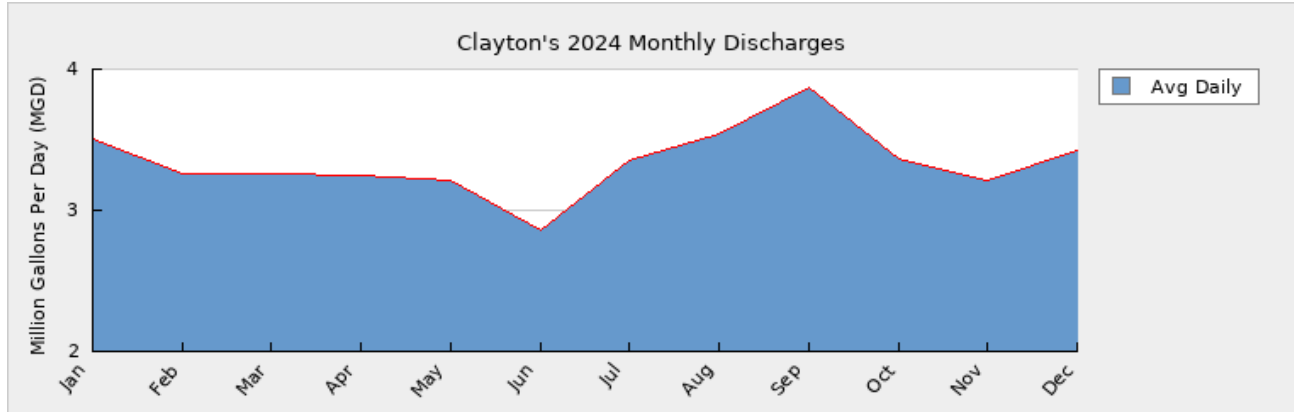
2/4

10/1/25, 10:54 AM

DWR :: Local Water Supply Planning

Monthly Discharges

	Average Daily Discharge (MGD)		Average Daily Discharge (MGD)		Average Daily Discharge (MGD)
Jan	3.5000	May	3.2120	Sep	3.8680
Feb	3.2580	Jun	2.8640	Oct	3.3650
Mar	3.2570	Jul	3.3520	Nov	3.2110
Apr	3.2500	Aug	3.5460	Dec	3.4180



How many sewer connections does this system have? 15,747

How many water service connections with septic systems does this system have? 300

Are there plans to build or expand wastewater treatment facilities in the next 10 years? Yes

Wastewater Permits

Permit Number	Type	Permitted Capacity (MGD)	Design Capacity (MGD)	Average Annual Daily Discharge (MGD)	Maximum Day Discharge (MGD)	Receiving Stream	Receiving Basin
NC0025453	WWTP	2.5000	2.5000	1.5600	4.2310	Neuse River	Neuse River (10-1)

Wastewater Interconnections

Water System	PWSID	Type	Average Daily Amount		Contract Maximum (MGD)
			MGD	Days Used	
City of Raleigh	03-92-010	Discharging	0.4540	366	1.7500
Johnston County Utilities	03-51-070	Discharging	1.3320	366	1.4000

5. Planning

Projections

	2024	2030	2040	2050	2060	2070
Year-Round Population	35,169	41,844	52,969	64,094	75,219	86,344
Seasonal Population	0	0	0	0	0	0
Residential	1.5113	2.0687	2.6922	3.3160	3.9390	4.5627
Commercial	0.3243	0.4341	0.5570	0.6801	0.8030	0.9259
Industrial	1.7561	3.1850	5.2728	5.5274	5.5274	5.5274
Institutional	0.0977	0.1310	0.1681	0.2053	0.2423	0.2794
System Process	0.0300	0.0320	0.0340	0.0360	0.0380	0.0400
Unaccounted-for	0.2236	0.8124	1.2132	1.5376	1.6794	1.8211

The projected demand figures reported are sourced from an HDR (third-party) water demand forecasting study.

<https://www.ncwater.org/WUDC/app/LWSP/report.php?pwsid=03-51-020&year=2024>

3/4

Future Supply Sources

Source Name	PWSID	Source Type	Additional Supply	Year Online	Year Offline	Type
Johnston County West	03-51-070	Purchase	2.4000	2030		Regular
Johnston County West	03-51-070	Purchase	4.0000	2040		Regular
Johnston County West	03-51-070	Purchase	3.5000	2050		Regular
Johnston County West	03-51-070	Purchase	1.5000	2060		Regular
Johnston County West	03-51-070	Purchase	1.5000	2070		Regular

Stair stepping purchases from Johnston County.

Demand v/s Percent of Supply

	2024	2030	2040	2050	2060	2070
Surface Water Supply	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Ground Water Supply	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Purchases	6.1000	6.1000	6.1000	6.1000	6.1000	6.1000
Future Supplies		2.4000	6.4000	9.9000	11.4000	12.9000
Total Available Supply (MGD)	6.1000	8.5000	12.5000	16.0000	17.5000	19.0000
Service Area Demand	3.9430	6.6632	9.9373	11.3024	12.2291	13.1565
Sales	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Future Sales		0.0000	0.0000	0.0000	0.0000	0.0000
Total Demand (MGD)	3.9430	6.6632	9.9373	11.3024	12.2291	13.1565
Demand as Percent of Supply	65%	78%	79%	71%	70%	69%



The purpose of the above chart is to show a general indication of how the long-term per capita water demand changes over time. The per capita water demand may actually be different than indicated due to seasonal populations and the accuracy of data submitted. Water systems that have calculated long-term per capita water demand based on a methodology that produces different results may submit their information in the notes field.

Your long-term water demand is 43 gallons per capita per day. What demand management practices do you plan to implement to reduce the per capita water demand (i.e. conduct regular water audits, implement a plumbing retrofit program, employ practices such as rainwater harvesting or reclaimed water)? If these practices are covered elsewhere in your plan, indicate where the practices are discussed here. **No Changes**

Are there other demand management practices you will implement to reduce your future supply needs? **Improved and systematic flushing for targeting specific areas and reducing non-revenue water usage. Enhanced CIP to replace older water lines to effectively reduce water loss.**

What supplies other than the ones listed in future supplies are being considered to meet your future supply needs? **Developing a new water intake from Neuse River and additional utility partnerships.**

How does the water system intend to implement the demand management and supply planning components above? **Continued work with consultants to evaluate supply options and implement new water distribution model for more effective management of the system and flushing operations.**

Additional Information

Has this system participated in regional water supply or water use planning? **Yes, Yes, the Town of Clayton is a member of Triangle Water Supply Partnership and has been a part of regionalization studies.**

What major water supply reports or studies were used for planning? **NC Hwy 401 Corridor Study and Updated regional forecasts through Triangle Water Supply Partnership**

Please describe any other needs or issues regarding your water supply sources, any water system deficiencies or needed improvements (storage, treatment, etc.) or your ability to meet present and future water needs. Include both quantity and quality considerations, as well as financial, technical, managerial, permitting, and compliance issues: **Additional storage will be required and is planned to meet half average day demand requirements.**

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

**TOWN OF CLAYTON
RESOLUTION TO APPROVE LOCAL WATER SUPPLY PLAN**

WHEREAS, North Carolina General Statute 143 355 (l) requires that each unit of local government that provides public water service or that plans to provide public water service and each large community water system shall, either individually or together with other units of local government and large community water systems, prepare and submit a Local Water Supply Plan; and

WHEREAS, as required by the statute and in the interests of sound local planning, a Local Water Supply Plan for The Town of Clayton PWSID 03-51-020, has been developed and submitted to the Town Council for approval; and

WHEREAS, the NCDEQ Division of Water Resources finds that the Local Water Supply Plan is in accordance with the provisions of North Carolina General Statute 143-355 (l) and that it will provide appropriate guidance for the future management of water supplies for the Town of Clayton, as well as useful information to the Department of Environmental Quality for the development of a state water supply plan as required by statute.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of Town of Clayton that the Local Water Supply Plan entitled, Clayton LWSP dated September 8, 2025, is hereby approved and shall be submitted to the Department of Environmental Quality, Division of Water Resources; and

BE IT FURTHER RESOLVED that the Town of Clayton intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

Duly adopted this 6th day of October 2025, while in regular session.

ATTEST:

Jody L. McLeod
Mayor

Heidi L. Holland, MMC, NCCMC
Town Clerk



Town Council Regular Meeting Agenda Cover Sheet

Meeting Date

October 6, 2025

Agenda Location

CONSENT AGENDA

Item Title

Recommendation For Appointment to Economic Development Advisory Board

Presenter(s)

Heidi Holland, Town Clerk

Suggested Action

Place on Consent Agenda - Approval of Appointment Recommendation

Strategic Priorities Alignment



☐
Vibrant Downtown



☐
Desirable
Amenities and
Spaces



☐
Sustainable
Infrastructure



☐
Mobility,
Transportation,
and Transit



☐
Diversified
Economic
Development



☐
Community
Outreach and
Engagement



☐
Public Safety

Public Hearing: No

If Approved, Will Document Require Recordation? No

Does This Item Require a Communication Plan?

☐ Public Hearing (Required by GS)

☐ Newspaper Notice (Required by GS)

☐ Public Forum/Input Session

☐ E-News Distribution

☐ Social Media

☐ Special Mailing

☐ Public Hearing (Not Required by GS)

☐ Newspaper Notice (Not Required by GS)

☐ Press Release

☐ Website

☐ Survey

☐ None Required

Summary

Edwin Aldridge, Jr. has applied for a position on the Economic Development Advisory Board representing the Town of Clayton. The Johnston County Board of Commissioners have requested a recommendation from Council regarding his appointment. If approved, Council's recommendation will be included on a future agenda at the Johnston County Board of Commissioners meeting for final consideration and approval.

Funding Source

N/A

Corresponding Documentation

[Edwin Aldridge, Jr. Application](#)

Submitted By: Heidi Holland, Clerks

Reviewed By:

Heidi Holland, Town Clerk
Rich Cappola, Town Manager

Approved - Sep 25 2025
Approved - Oct 01 2025

**NOTIFICATION OF INTEREST TO SERVE ON AN APPOINTED BOARD
(APPLICATION)**

BOARD: Economic Development

NAME: Edwin L. Aldridge Jr

MAILING ADDRESS: 228 Bellini Drive Clayton, NC 27527
Address City and Zip Code

PHYSICAL ADDRESS: SAME
Address City and Zip Code

TELEPHONE: 919-961-0129 (HOME) (WORK)

E-MAIL ADDRESS: ed@staywild.com

PRESENT OCCUPATION: VP of Riverwild

YEARS OF FORMAL EDUCATION: Graduate NCSU BA/Business

CIVIC AND FRATERNAL ORGANIZATIONS IN WHICH YOU HAVE PARTICIPATED:

Deacon White Oak Baptist Church

Clayton Fire Advisory Board

JNX Airport Authority Board

Clayton Chamber Legislative + Gov Affairs Board

2 terms Johnston County Economic Dev. Board (Current Chairman)

PLEASE TELL WHY YOU WOULD LIKE TO SERVE ON THE ABOVE BOARD:

It has been a pleasure to serve 2 terms on the board and I feel as if we have a great group currently and I would love to continue the charge we have made to bring industry and high paying jobs to the county

DATE: 9/22/25 SIGNATURE: Ed L. Aldridge Jr

FOR OFFICE USE ONLY:

DATE RECEIVED: 9/25/25

DATE FORWARDED TO COUNTY COMMISSIONERS: _____



Town Council Regular Meeting Agenda Cover Sheet

Meeting Date

October 6, 2025

Agenda Location

CONSENT AGENDA

Item Title

Harvest Festival MOU Update

Presenter(s)

Amy Shearin, Community Engagement Coordinator

Suggested Action

Place on Consent Agenda - Approval of MOU

Strategic Priorities Alignment



Vibrant Downtown



Desirable
Amenities and
Spaces



Sustainable
Infrastructure



Mobility,
Transportation,
and Transit



Diversified
Economic
Development



Community
Outreach and
Engagement



Public Safety

Public Hearing: No

If Approved, Will Document Require Recordation? No

Does This Item Require a Communication Plan?

☐ Public Hearing (Required by GS)

☐ Newspaper Notice (Required by GS)

☐ Public Forum/Input Session

☐ E-News Distribution

☐ Social Media

☐ Special Mailing

☐ Public Hearing (Not Required by GS)

☐ Newspaper Notice (Not Required by GS)

☐ Press Release

☐ Website

☐ Survey

☒ None Required

Summary

Section 2.2 k of the existing MOU was updated to reflect a new internal workflow for utility billing. This will create a more efficient process for the Customer Service Department when accounting for the usage of water and electric by Harvest Festival vendors during the event. Additionally, there were formatting and other minor changes.

Funding Source

General Fund

Corresponding Documentation

[MOU CCOC TOWN Harvest Fest with meter changes REDLINED 9.2025](#)

Submitted By: Amy Shearin, Community Development

Reviewed By:

Courtney Tanner, Deputy Town
Manager

Approved - Sep 29 2025

Rich Cappola, Town Manager

Approved - Oct 01 2025

Heidi Holland, Town Clerk

Approved - Oct 01 2025



MEMORANDUM OF UNDERSTANDING

BETWEEN

CLAYTON CHAMBER OF COMMERCE

AND

TOWN OF CLAYTON

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) by and between **CLAYTON CHAMBER OF COMMERCE** herein referred to as “**CCOC**” and the Town of Clayton, a North Carolina municipal corporation, herein referred to as the “Town”, each additionally referred to herein as either a “Party”, and collectively as the “Parties,” have agreed to the following:

The Harvest Festival is the flagship event for the CCOC, serving as both a centerpiece for its mission to **ADVANCE** business development, **ELEVATE** opportunities, and **INFLUENCE** the future of the Clayton area, as well as a critical revenue source for the organization. As such, the Harvest Festival continues to have the full support of CCOC Board of Directors and the Clayton Town Council.

Clayton Town Council has given the CCOC Harvest Festival “legacy event” status because of the event’s significant positive impact on the community, attracting thousands of visitors to the Town and providing family friendly recreational options for its residents. As such, the Clayton Town Council has directed staff to dedicate the necessary Town resources to ensure a safe and successful event.

According to the CCOC’s Economic Impact Study in 2022 and mobile data from Placer.ai, the Harvest Festival brings in a minimum of 25,000 people to Downtown Clayton over the four-day period. Utilization of resources and personnel from both agencies in a coordinated manner will maximize the opportunity for a safe and successful event.

This Agreement serves as a part of the larger collaboration between CCOC and the Town to foster and further develop a healthier community. This MOU outlines the roles and responsibilities of each Party.

1. General Principles of Collaboration

The CCOC is responsible for programming and executing the event, and the Town hosts the event, providing the venue and public safety staffing, resources, and logistics.

The event runs four days, Thursday through Sunday. The Carnival is open on all four days in Horne Square and the surrounding area. Thursday, Friday and Sunday family events occur in Town Square. The Saturday Vendor Fair has the largest impact on the community, with over 250 vendors, activities and entertainment along Main Street between Robertson St and Smith St. See the specific schedule in Section 3. Event Specific Schedules.

The consideration for this Agreement shall be the mutual benefit of both parties to be gained through the collaboration of CCOC and the Town.

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

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

2. Responsibilities

2.1 Joint Responsibilities

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

- a. Coordinate and communicate with Downtown businesses in relation to Road Closures and parking implications.
- b. Mark vendor spaces along Main Street the week of the event.
- c. Communicate to the public about road closures, parking opportunities, and other public safety considerations.
- d. Advertise the event to each agency's unique audience ensuring all appropriate permits, if applicable, are secured.
- e. Coordinate and communicate with each other to secure a mutually agreed upon week of the Festival and Festival location by the end of the first quarter of each calendar year.

2.2 Town of Clayton

Provide Town Resources to support the event, including but not limited to:

- a. Maintaining Incident Action Plans for each day of the festival and setting up an Emergency Operations Center (EOC) as necessary.
- b. Staffing Police personnel for road closures & crowd control during festival hours, as necessary.
- c. Staffing Fire Department personnel to respond to medical calls during Saturday's vendor fair.
- d. Coordinating with Johnston County Emergency Services, as necessary.
- e. Providing positive barriers for road closures, communicating with NCDOT about closures; provide and place NO PARKING signs, as needed.
- f. Maintain an annual Certificate of Insurance providing General Liability Insurance naming the NCRR.
- g. Providing cones, alcohol fencing and rollout trash cans to utilize during the week of the Harvest Festival, limited to the Town's inventory on hand.
- h. Providing exclusive use of Horne Square for ten (10) days, starting the Sunday before the Festival until the Tuesday following the Festival.
- i. Providing exclusive use of Town Square during the four days of the Festival.
- j. Maintaining a single point of contact (POC) to the CCOC to coordinate all Town resources. The POC will attend Festival task force meetings hosted by the CCOC, including pre-planning and post-event evaluations.
- k. From the business day, before the carnival moves in, until the business day following move out, the public water and electric meters, listed below, will be charged by usage to the CCOC via a single itemized bill that details the consumption and charges for each meter. The bill will be paid and is the responsibility of the CCOC:
 - Electric Meters

- i. NXG031131580
- ii. NXG031131579
- iii. NXG031131557
- iv. NXG031131555
- v. 2J6040247599
- vi. NXG031131556
- vii. NXG031131330
- viii. NXG031131511
- ix. NXG031131558
- x. NXG031131490

- Water Meters

- i. Meter 89458380
- ii. Meter 89233154
- iii. Meter 87979925
- iv. Meter 89233115
- v. Meter 87979924

Town is responsible for and will conduct the annual backflow test on all water meters listed above.

2.3 CCOC

CCOC is the event organizer and is responsible for the planning and execution of the various program elements of Harvest Festival and has ultimate financial responsibility for the Festival. These elements include, but are not limited to:

- a. Handling all vendor registrations and communication, including vendor selection, cost of vendor spaces and placement.
- b. Securing all contracts for amenities, including but not limited to: parking shuttles, trash and recycling removal, carnivals, entertainment, stage, sound, and port-a-johns.
- c. Collaboration with private property owners for use of space.
- d. Communicating with downtown business owners and property owners impacted by the event, about downtown booth spaces, festival layout and impacts.
- e. Work with carnival and game vendors to ensure that all game booths, amusement rides, and temporary fencing or roping are placed no closer than fifty-five (55) feet to the center of the rail for the duration of the Harvest Festival. All game booths must face away from tracks.
- f. Providing a representative in the Emergency Operation Center (EOC), during the times of its operation. The representative needs to have the authority to make and communicate decisions on behalf of the CCOC in the event of an emergency.
- g. Securing any necessary permits including but not limited to: Health Department (Food Vendors), ABC (alcohol sales), etc.
- h. Paying utility bills on the water and electric meters listed above in Subsection 2.2k.
- i. Maintain a “Park and Ride/shuttle” option for participants to ease parking in the Downtown area.
- j. Provide Certificate of Insurance per the requirements under Section 11. Insurance.
- k. List the “Town of Clayton” as a Community Sponsor.
- l. Reserve the Town eight (8) vendors spaces on Main Street, in addition to any trucks and tents within the first responder area, at no charge.

- m. Provide a non-permanent solution (marking paint, duct tape, etc.) for vendor space street markings.

3. Event Specific Schedules

The Clayton Harvest Festival occurs during the last week of October, unless an alternative date is mutually agreed upon. In years when the Saturday vendor fair falls on Halloween (October 31), a mutual agreement on the dates for the event needs to occur prior to finalizing dates.

Public Schedule: The public schedule of the four (4) day event is not to exceed the following, without mutual agreement in writing by both parties at least 90 days prior to the week of the event.

Thursday:

- Evening event in Town Square
- Evening carnival in Horne Square

Friday:

- Evening event in Town Square
- Evening carnival in Horne Square

Saturday:

- Daytime vendor fair on Main Street
- Daytime & evening carnival in Horne Square

Sunday:

- Afternoon event in Town Square
- Afternoon & evening carnival in Horne Square

Road Closures: Timing and location, will not exceed the following, without approval by the Police Chief, or his/her designee:

Thursday:

- Fayetteville Street between Main Street and Second Street from 4pm-10pm

Friday:

- Fayetteville Street between Main Street and Second Street from 4pm-10pm

Saturday:

- Main Street between Robertson Street and Smith Street from 5am-6pm
- Lombard Street between Main Street and Second Street from 5am-6pm
- Barbour Street between Main Street and Second Street from 5am-6pm
- Church Street between First Street and Second Street from 5am-6pm
- Fayetteville Street between First Street and Second Street from 5am-6pm
- O'Neil Street between First Street and Second Street from 5am-6pm

Sunday:

- Fayetteville Street between Main Street and Second Street from 9am-6pm

4. Implementation and Duration of the MOU

This MOU is effective upon the date of full execution by the Parties and will remain in force upon execution for a period of 5 years.

Each Party reserves the right to terminate this MOU upon ninety (90) days written notice to the other. In addition, if CCOC shall fail to fulfill in timely and proper manner the obligations under this Agreement for any reason, the Town shall have the right to terminate this Agreement by giving written notice to CCOC and termination will be effective upon receipt.

5. Meetings

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

6. Notice

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

Town of Clayton	CCOC
Attn: Office of Downtown Strategy and Coordination 111 E. Second Street Clayton, NC 27520 Phone: 919-553-5002 Email: ashearin@townofclaytonnc.org	Clayton Chamber of Commerce 301 E Main St Clayton, NC 27520 (919) 553-6352 Email: Maria@claytonchamber.com

7. Assignment

This Agreement may not be assigned without the express written consent of the Town.

8. Amendment

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

9. Indemnification and Financial Responsibility

Town shall be responsible for, and to the extent permitted by law, indemnify and hold CCOC harmless from all loss, liability, claims or expense (including reasonable attorney's fees) arising from bodily injury, including death or to any person or persons or property damage caused in whole or in part by the sole negligence or willful misconduct of Town of Clayton, its officers, agents, or employees, except to the extent that the same are caused by negligence or willful misconduct of CCOC, its officers, directors, students, agents, contractors, employees, or representatives.

CCOC shall be responsible for, and to the extent permitted by law, indemnify and hold the Town harmless from all loss, liability, claims or expense (including reasonable attorney's fees) arising from bodily injury, including death or to any person or persons or property damage caused in whole or in part by the sole negligence or willful misconduct of CCOC, its officers, directors, students, agents, contractors, employees, or representatives, except to the extent that the same are caused by negligence or willful misconduct of the Town of Clayton.

CCOC shall compensate the Town for any damage to the premises arising from the knowing and willful use of the premises by CCOC or anyone on or at Town facilities in connection with CCOC's use thereof, or with the permission of CCOC, beyond that expected from its intended use and with the exception of ordinary wear and tear.

10. No Waiver of Sovereign or Qualified Immunity

Nothing in this Agreement shall be construed to mandate purchase of insurance by Town pursuant to N.C.G.S. 160A-485 or to in any way waive Town's defense of sovereign or governmental immunity from any cause of action alleged or brought against any Party for any reason if otherwise available as a matter of law. No officer, agent or employee of Town shall be subject to any personal liability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in their individual capacities. This section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

11. Insurance

CCOC hereby agrees that as a condition precedent to commencing an event, it will present to the Town acceptable certificates of insurance and corresponding endorsements, or at the Town's request, copies of the executed policies evidencing the maintenance of the following insurance coverage of the CCOC and demonstrating that the Town is an additional insured under all policies, except the workers compensation policy.

CCOC, its Carnival Vendor and any vendor selling alcohol on Town property shall provide and maintain the following types and amounts of insurance:

Commercial General Liability Insurance:

CCOC shall provide Commercial General Liability insurance using the 2013 ISO **Occurrence Form** or an equivalent form. The Commercial General Liability insurance must include coverage for "Premises-Operations", "Independent Contractors", "Products-Completed Operations", "Personal Injury" and "Contractual Liability" and must not include an exclusion for "action over" claims. The "Contractual Liability" must include the tort liability of another assumed in a business contract. The Contractor or his agent shall verify that there is no endorsement or modification of the CGL limiting the scope of coverage for liability arising from "explosion", "collapse", or "underground" property damage (known as the "x,c,u" exclusions). This insurance shall be maintained throughout the duration of the Project and for a minimum of one (1) year following completion of the Work. Limits shall be as follows:

Each Occurrence Limit

Bodily Injury/Property Damage Liability \$1,000,000

Personal Injury Liability \$1,000,000

General Aggregate Limit \$2,000,000

Products/Completed Operations Aggregate Limit \$5,000,000

The policy must include:

The General Aggregate Limit is to be written on a "per project" basis using Contractor's "Per Project" endorsement: **Amendment-Aggregate Limits of Insurance** (CG 2503 or equivalent form). The **"Products/Completed Operations" Aggregate Limit** must be at least \$5,000,000, or written confirmation provided that the Commercial Umbrella coverage affirmatively "follows form" and includes liability coverage arising out of the insured's "Completed Operations."

The Town is to be named as an additional insured in the policies with respect to this Project using the **Additional Insured-Owners, Contractor** endorsements (CG 20 10 10 01 & 20 37 10 01), or a substitute providing equivalent coverage. Verification of additional insured status shall be furnished to the Town by mailing a copy of the endorsement AND Certificate of Insurance.

This insurance will apply as primary insurance with respect to any other insurance or self-insurance the Town may have or elect to carry with respect to this Project.

12. Non-Appropriation

The Town of Clayton is a governmental entity, and the Agreement validity is based upon the availability of public funding under the authority of its statutory mandate.

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

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

13. No Third Party Beneficiaries

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

14. Governing Law

The parties acknowledge Agreement is a "business contract" subject to the provisions of N.C.G.S. Chapter 1G and agree that Agreement and the rights and duties of the Parties shall be governed by the laws of the State of North Carolina, without regards to conflict of laws provisions. The Parties further agree that any dispute arising from Agreement shall be litigated in the courts of the State of North Carolina and any and all suits or actions related to Contract shall be brought exclusively in Johnston County, North Carolina. Service of process on a party may be effected by delivery by any method permitted under the N.C. Rules of Civil Procedure and by the same method on the office or individual specified in Paragraph 5 'Notice' or on any officer of the CCOC.

15. Relationship of Parties

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

16. Public Record

CCOC acknowledges that records in the custody of Town are public records and subject to public records requests. Town may provide copies of such records, including copyrighted records, in response to public record requests, except that, upon request of and indemnification by CCOC, the Town will not disclose records that meet all of the requirements of a trade secret as set forth in N.C.G.S. 66-152, that are specifically designated as a "trade secret" or "confidential" at the time of initial disclosure by CCOC, and that are otherwise entitled to protection under N.C.G.S. 132-1.2(1). If CCOC, its employees or subcontractors, during provision of Services, becomes aware of or has access to confidential records or information or information of the Town that is protected from disclosure by Federal or State law ("Confidential Information"), CCOC, its employees and subcontractors, shall not disclose any such Confidential Information. Any definition of "confidential," "confidential information," "trade secret," or the like contained in Agreement is hereby disclaimed and deleted.

17. E-Verify

Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program

used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

18. Non-Discrimination

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

19. Advertising

CCOC shall not use the existence of this MOU, or the name of the Town of Clayton, as part of any advertising without the prior written approval of the Town.

20. Miscellaneous

CCOC shall be responsible for the proper custody and care of any property furnished or purchased by the Town for use in connection with the performance of this Agreement, and will reimburse the Town for the replacement value of its loss or damage.

21. Severability

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

22. Emergencies

Notwithstanding anything else in this Agreement, while federal, state, or local state(s) of emergency are in effect, or when a public health emergency has been declared, CCOC shall comply with all guidance and recommendations of the Centers for Disease Control, the State of North Carolina, or Johnston County, unless mutually agreed to by Town and CCOC.

23. Gifts and Favors

CCOC shall become aware of and comply with laws related to gifts and favors, conflicts of interest and the like, including N.C.G.S. §14-234, N.C.G.S. §133-1, and N.C.G.S. §133-32.

24. Performance of Government Functions

Nothing contained in this Agreement shall be deemed or construed so as to restrict or inhibit the Town's police powers or regulatory authority.

25. Counterparts

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

26. Prohibited Agreement Terms

In no event shall there be any of the following without Town's express prior written agreement: (i) any limitation on, or disclaimer of, implied or express warranties or the liability of Contractor; (ii) any limitation on damages, including a limitation on consequential damages; (iii) any requirement for arbitration or for mandatory mediation; (iv) any requirement that Town officials or employees keep information confidential or any requirement that records be kept confidential by the Town, unless the requirement for confidentiality meets the requirements of the Public Records Law (N.C.G.S. §132-1 et seq.).

27. Incorporation of Documents/Complete Agreement

This Agreement, and any documents incorporated below, represent the entire Agreement between the parties and suspend all prior oral or written statements, agreements or Contracts.

Specifically incorporated into this Agreement are the following attachments, or if not physically attached, are incorporated fully herein by reference:
(List Incorporated attachments, etc.)

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

THIS AGREEMENT is entered into this the ____ day of _____ 20 ____.

IN WITNESS WHEREOF, CCOC has executed the foregoing with the signature(s) of its duly authorized officer(s), and the Town has executed with the signature of its Town Manager or Designee.

Clayton Chamber of Commerce

By: _____
(signature)

Name: _____
(typed or printed name)

Title: _____

Date: _____

Town of Clayton

By: _____
(signature)

Name: Richard D. Cappola, Jr.
(typed or printed name)

Title: Town Manager

Date: _____

Approved to Form: _____

***Town of Clayton
National Community Planning Month
Proclamation***

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

WHEREAS, planners can help navigate this change with data-driven insights and expertise that provide better choices for how people work and live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning require public elected and appointed officials who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of appointed planning commission members who have contributed their time and expertise to the improvement of the Town of Clayton.

NOW, THEREFORE, on behalf of the Clayton Town Council, we hereby proclaim the month of October 2025 as National Community Planning Month and extend a heartfelt thanks for the continued commitment to public service by these professionals.

Proclaimed by the Clayton Town Council this the 6th day of October 2025.

Jody L. McLeod
Mayor

Town of Clayton
National Arts and Humanities Month
Proclamation

WHEREAS, the month of October has been recognized as National Arts and Humanities Month by thousands of arts and cultural organizations, communities, and states across the country; and

WHEREAS, the cultural arts, such as music, art, drama, and dance, are tools that help develop the mind and body, refine feelings, and thoughts and reflect and represent our customs and values as a society; and

WHEREAS, the cultural arts embody much of the accumulated wisdom, intellect, and imagination of humankind; and

WHEREAS, the cultural arts play a unique role in the lives of our families, our communities, and our country; and

WHEREAS, the cultural arts are integral components of human civilization, shaping societies and individuals in profound ways. From creative expression to cultural identity, these aspects play crucial roles in fostering diversity, preserving heritage, and promoting social reflection; and

WHEREAS, National Arts & Humanities Month is an opportunity for everyone to help change public perception and promote the crucial role of cultural arts in promoting connecting cultures, highlighting inequities, and making our communities healthier and stronger.

NOW, THEREFORE, on behalf of the Clayton Town Council, we hereby proclaim the month of October as National Arts and Humanities Month and call upon our citizens to celebrate, promote, and participate in the cultural arts in our Town.

Proclaimed by the Clayton Town Council this the 6th day of October 2025.

Jody L. McLeod
Mayor

Town of Clayton
Public Power Week 2025
“2,000 Utilities. One Purpose.”
Proclamation

WHEREAS, the Town of Clayton provides electricity to its citizens; and

WHEREAS, the citizens of the Town of Clayton are consumers and owners of their public power systems and exercise local control over utility operations and policies; and

WHEREAS, our employees are neighbors serving neighbors; and

WHEREAS, our electric system is a community asset that contributes to the well-being of citizens by providing safe and reliable power, customer service, and economic development opportunities; and

WHEREAS, the Town of Clayton is one of more than 70 public power communities serving more than 500,000 residential, commercial, and industrial customers in North Carolina; and

WHEREAS, the Town of Clayton recognizes Public Power Week and commends the public power cities and towns across our state and nation for their outstanding contributions to our communities.

NOW, THEREFORE, on behalf of the Clayton Town Council, we hereby proclaim that the week of October 5 through 11, 2025 be recognized as “**PUBLIC POWER WEEK – 2,000 UTILITIES. ONE PURPOSE**” to promote public power and recognize those who work to provide the best possible electric service for our citizens.

Proclaimed by the Clayton Town Council this the 6th day of October 2025.

Jody L. McLeod
Mayor

***Town of Clayton
Fire Prevention Week 2025
Proclamation***

WHEREAS, the Town of Clayton is committed to ensuring the safety and security of all those living in the Town and visiting; and

WHEREAS, fire remains a serious public safety concern both locally and nationally, and the presence of lithium-ion batteries in many household devices introduces unique fire risks; and

WHEREAS, most of the electronics used in homes daily — including smartphones, tablets, laptops, power tools, e-bikes, e-scooters, and toys — are powered by lithium-ion batteries, which if misused, damaged, or improperly charged, can overheat, start a fire, or explode; and

WHEREAS, the National Fire Protection Association® reports an increase in battery-related fires, underscoring the need for public education on the safe use of lithium-ion batteries; and

WHEREAS, residents should follow three key calls to action: Buy only listed products, charge batteries safely, and recycle them responsibly to prevent battery-related fires; and

WHEREAS, lithium-ion batteries store a large amount of energy in a small space, and improper use such as overcharging, using off-brand chargers without safety certification, or exposing batteries to damage can result in fire or explosion; and

WHEREAS, the proper disposal and recycling of lithium-ion batteries help prevent environmental hazards and reduce fire risks in the home and community; and

WHEREAS, the Town of Clayton first responders are dedicated to reducing the occurrence of fires through prevention, safety education, and community outreach; and

WHEREAS, the 2025 Fire Prevention Week™ theme, “Charge into Fire Safety™: Lithium-Ion Batteries in Your Home,” serves to remind us of the importance of using, charging, and recycling lithium-ion batteries safely to reduce the risk of fires in homes and communities.

NOW, THEREFORE, on behalf of the Clayton Town Council, we hereby proclaim the week of October 5 through 11, 2025 be recognized as Fire Prevention Week throughout the Town of Clayton.

Proclaimed by the Clayton Town Council this the 6th day of October 2025.

Jody L. McLeod
Mayor



Town Council Regular Meeting Agenda Cover Sheet

Meeting Date

October 6, 2025

Agenda Location

PUBLIC HEARINGS

Item Title

2025-15-CZ, Gateway Drive Type 1 Conditional Rezoning

Presenter(s)

Robert Tate, AICP, Senior Planner

Suggested Action

Adoption of Ordinance - 2025-10-01

Strategic Priorities Alignment



☐ Vibrant Downtown



☐ Desirable Amenities and Spaces



☐ Sustainable Infrastructure



☐ Mobility, Transportation, and Transit



☒ Diversified Economic Development



☐ Community Outreach and Engagement



☐ Public Safety

Public Hearing: Yes - Legislative

If Approved, Will Document Require Recordation? Yes

Does This Item Require a Communication Plan?

☒ Public Hearing (Required by GS)

☒ Newspaper Notice (Required by GS)

☐ Public Forum/Input Session

☐ E-News Distribution

☐ Social Media

☒ Special Mailing

☐ Public Hearing (Not Required by GS)

☐ Newspaper Notice (Not Required by GS)

☐ Press Release

☐ Website

☐ Survey

☐ None Required

Summary

A Type I Conditional Rezoning, per UDO Section 2.3.7, requesting to rezone two parcels, totaling approximately 1.77 acres of land, from the Office Institutional (OFI) to the Conditional Commercial (CZC) zoning district. The request includes zoning conditions that establish an applicant-sponsored reduction in the range of allowable principal and secondary use types.

Background/History

This application was heard by Planning Board on August 25, 2025. The Planning Board voted to recommend approval with conditions to the Town Council.

Recommendation

Approval with Conditions.

Funding Source

N/A

Cost

N/A

Corresponding Documentation

[00_TC Staff Report Conditional Rezoning 2025-15-CZ_10062025](#)

[01_Staff Report Maps 2025-15-CZ_10062025](#)

[02_Application Gateway Dr 2025-15-CZ_10062025](#)

[03_Recorded Plat Survey Gateway Drive 2025-15-CZ_10062025](#)

[04_RGGDC-Neighborhood Meeting Report 2025-15-CZ_10062025](#)

[05_Signed Conditions Gateway Drive 2025-15-CZ_10062025](#)

[06_ConsistencyStatementsSheet 2025-15-CZ_10062025](#)

[07_SurroundingPropertyNotification 2025-15-CZ_10062025](#)

[08_Newspaper Ad 2025-15-CZ_10062025](#)

[09_Public Notice Affidavit 2025-15-CZ_10062025 HD&CO](#)

[10_Ordinance 2025-10-01 2025-15-CZ_10062025](#)

Meeting Timeline

August 25, 2025: Planning Board

October 6, 2025: Town Council Public Hearing

Submitted By: Robert Tate, Planning

Reviewed By:

Haley Downey, Assistant Planning
Director

Approved - Sep 29 2025

Conrad Olmedo, Planning Director

Approved - Sep 29 2025

Courtney Tanner, Deputy Town
Manager

Approved - Sep 29 2025

Rich Cappola, Town Manager

Approved - Oct 01 2025

Heidi Holland, Town Clerk

Approved - Oct 01 2025



Town of Clayton
 Planning Department
 111 E. Second Street, Clayton, NC 27520
 Phone: 919-553-5002
 Fax: 919-553-1720
planning@townofclaytonnc.org

Planning Board Public Meeting: August 25, 2025
Town Council Public Hearing: October 6, 2025

STAFF REPORT	
Project Number:	2025-15-CZ
Project Name:	Gateway Drive Office & Retail Conditional Rezoning, Type 1
Property Pin #:	165909-26-2651 & 165909-26-0590
Location:	Within Clayton Town limits located on the northerly side of Gateway Drive at the intersection of Tew Court and Gateway Drive, identified as Johnson County Tax IDs 05G02003H and 05G02003I. Identified as Lots 12 and 13 in the attached recorded plat (PB 54, PG 476).
Applicant:	Rajan Gupta of UG and Company, LLC
Property Owner:	UG and Company, LLC
Public Noticing Dates:	Adjacent Property Letters mailed by deadline of September 26, 2025 Signs posted by deadline of September 26, 2025 Newspaper Ad Published on September 24, 2025 and October 1, 2025 Website Updated by deadline of September 26, 2025
Request:	A Type I Conditional Rezoning, per UDO Section 2.3.7, requesting to rezone two parcels, totaling approximately 1.77 acres of land, from the Office Institutional (OFI) to the Conditional Commercial (CZC) zoning district. The request includes zoning conditions that establish an applicant-sponsored reduction in the range of allowable principal and secondary use types.
PROJECT OVERVIEW	
The applicant is requesting a Type 1 Conditional Rezoning of two parcels, totaling approximately 1.77 acres, from the Office Institutional (OFI) to the Conditional Commercial (CZC) zoning district. The request is a Type 1 Conditional Rezoning, which does not include a Concept Plan. The purpose of a Type 1 Conditional Rezoning is to allow applicants to include applicant-sponsored reductions in the range of allowable principal and secondary use types. No other deviations from required standards are permitted in a Type 1 Conditional Rezoning. The subject parcels are currently vacant and are a part of the Gateway Medical Park, which was established in 1999 via Plat Book 54, Page 476 (included as an attachment to this Staff Report). The subject parcels are identified in this recorded plat as Lots 12 and 13. Surrounding parcels include a mixture of OFI and CRM zoning designations. Namely, parcels to the North along Gateway Drive have transitioned from OFI to a CRM designation in recent years to accommodate more use types	

given the proximity of the area to Clayton Blvd. The applicant for this rezoning has expressed interest in pursuing a rezoning of the subject parcels to better market the parcels for future development opportunities.

Conditions of Approval

The applicant is proposing to prohibit uses otherwise permitted in the CRM, CZC, and NCM zoning districts. Per the UDO, Section 2.3.7, the CZC district can pull uses permitted in the CZC column of the Use Table as well as those permitted in the CRM and NCM districts. The applicant has listed prohibited uses for both Principal and Secondary uses in their Conditions of Approval. The uses listed as prohibited were done so to allow the parcels additional opportunities for growth and development, while also staying consistent with the character of the existing office park and designation of Employment Center in the Comprehensive Growth Plan.

ADJACENT ZONING, LAND USES, AND FUTURE LAND USES

Direction	Zoning	Existing Land Use(s)	Future Land Use
North	Office Institutional (OFI)	Office, Low Intensity and Vacant	Employment Center
South	Office Institutional (OFI)	Office, Low Intensity and Event Venue, Indoor	Employment Center
East	Office Institutional (OFI)	Vacant	Employment Center
West	Office Institutional (OFI)	Office, Low Intensity	Employment Center

REVIEW CRITERIA

Per UDO Section 2.3.7, “the advisability of approving a Conditional Rezoning application is a matter committed to the legislative discretion of the Town Council and is not controlled by any one factor. In determining whether to adopt or deny a proposed Conditional Rezoning, the Town Council may weigh the relevance of and consider the following:

1. If the application is consistent with the applicable standards in Section 3.3, Conditional Zoning Districts;
2. Whether the proposed Conditional Rezoning advances the public health, safety, or welfare;
3. Whether and the extent to which the proposed Conditional Rezoning is appropriate for its proposed location, and is consistent with the purposes, goals, objectives, and policies of the Town’s adopted policy guidance;
4. Whether an approval of the Conditional Rezoning is reasonable and in the public interest;
5. Whether and the extent to which the Concept Plan associated with the Conditional Rezoning is consistent with this Ordinance; and
6. Any other factors the Town Council may determine to be relevant.

CONSISTENCY WITH COMPREHENSIVE PLAN AND FUTURE LAND USE MAP

The Town’s Future Land Use Map (FLUM) designates the subject parcels as Employment Center, envisioning a mix of uses such as industrial, warehouse, office, research and development, tech-flex, healthcare, renewable energy, recycling, fabrication, assembly, and technology, with limited supporting uses allowed to serve surrounding employees. Employment Centers are strategically located along major transportation corridors with sufficient infrastructure, rail access, and large

parcels to support future job growth.

The request, as proposed, is consistent with the Future Land Use Map (FLUM), as the applicant-sponsored conditions would prohibit several uses incompatible with the Employment Center designation and focuses on allowing only limited non-residential uses that can serve employees in the area without jeopardizing land that is most suitable for office and industrial development. The request is consistent with the Goals and Policies of the 2045 Growth Plan:

- The subject site is designated on the Future Land Use Map as Employment Center.
- Policy LU 1.3: Encourage non-residential land uses in areas consistent with the Future Land Use Map.
- Policy LU 1.4: Encourage new businesses and non-residential development in Employment Centers designated on the Future Land Use Map.
- Strategy 1.4.3: Allow for integration of compatible uses in Employment Centers including commercial development as a supporting use.

This action is reasonable and in the public interest, in that:

- The Comprehensive Growth Plan encourages limited non-residential uses in this area via the Employment Center designation.
- The proposed conditions limit the allowable uses to ensure that future development remains consistent with the intent of the Employment Center designation.
- The request is compatible with existing zoning and land uses in the area.

PLANNING BOARD CONSIDERATIONS

The Planning Board heard this item for recommendation in a public meeting dated August 25, 2025. The Planning Board made a recommendation of ***Approval with Conditions***. The Planning Board did not make any recommendations for changes to the proposed Conditions of Approval included as an attachment to this staff report. No members of the public spoke in opposition of the rezoning request at this public meeting.

TOWN COUNCIL CONSIDERATIONS

Following the August 25, 2025 Planning Board Meeting, this application was scheduled for a Town Council public hearing on October 6, 2025. The Town Council shall make a final decision pertaining to Rezoning requests.

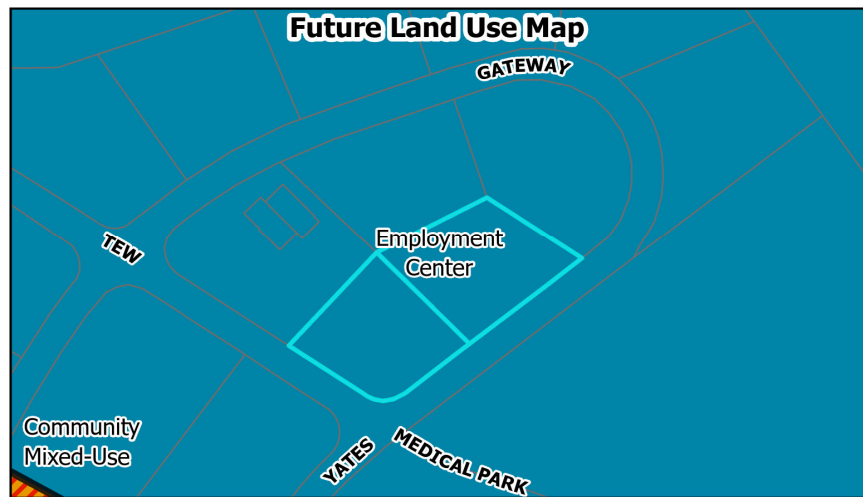
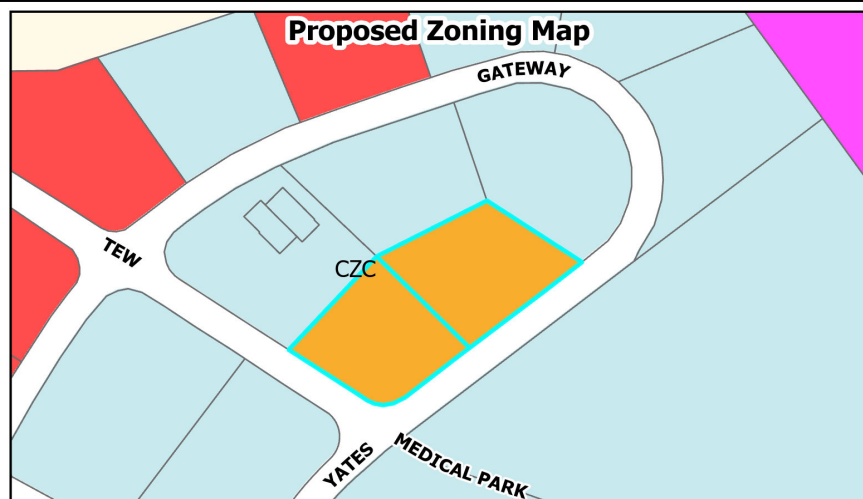
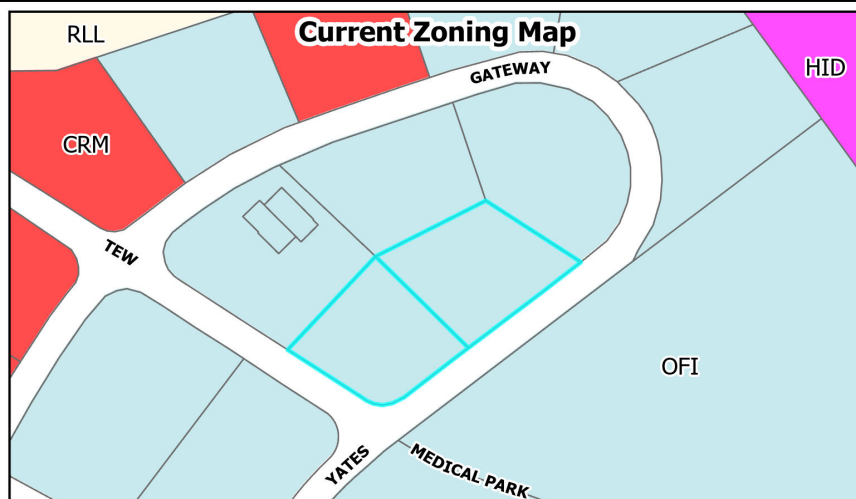
STAFF RECOMMENDATION

The Technical Review committee has thoroughly reviewed the proposed rezoning and associated zoning conditions. ***Planning staff recommends Approval with Conditions.***

ATTACHMENTS:

1. Staff Report Maps
2. Application
3. Existing Survey/Plat
4. Neighborhood Meeting Materials
5. Proposed Conditions of Approval
6. Consistency Statements Sheet
7. Surrounding Property Owner Notice
8. Newspaper Ad

9. Public Notice Affidavit
10. Ordinance, #2025-10-01



Request: Conditional Rezoning - Type I

Project Name: Gateway Drive

Project Number: 2025-15-CZ

Applicant: UG and Company, LLC

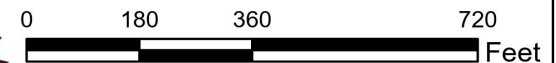
Property Owner: UG and Company, LLC

Tag#: 05G02003H & 05G02003I

 Site Location



**Staff Report Map
July 30, 2025**



Disclaimer: Parcel Boundaries are shown for reference only. The Town of Clayton assumes no legal responsibility for this information.



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

CONDITIONAL REZONING, TYPE 1 LIMITED USE
COVER SHEET

Name of Project: Gateway Drive Office & Retail Date: 02/12/2025
Applicant Name: Rajan Gupta

The following checklist to be completed by applicant. All materials must be submitted in PDF format.

☒ Pre-Application Meeting on: 12/03/2024
Note: Pre-application meeting must be held no more than 6-months prior to the submittal.

☒ Neighborhood Meeting on: 04/14/2025
Note: Neighborhood meeting required to be held no more than 60-days prior to submittal.

- ☒ Review Fee
- ☒ Completed Application
- ☒ Owner's Consent Form
- ☒ List of property owners within 300 feet of subject parcel(s)
- ☒ Neighborhood Meeting Materials
- N/A ☒ Signed & sealed boundary survey
- ☒ Written Description of proposed uses
- ☒ Applicant-proposed Conditions of Approval
- N/A ☐ Traffic Impact Analysis, as applicable
- N/A ☐ Wastewater Allocation Request, as applicable

Reviewed by: _____



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

Conditional Rezoning, Type 1 Limited Use Application

www.ClaytonNC.org/Fees

Applicable Fees: Conditional Rezoning, Limited Use Fee

APPLICATION TYPE

☒ New Type 1, Conditional Rezoning ☐ Major Modification, modifying: _____

PROJECT & SITE INFORMATION

Name of Project: Gateway Drive Office & Retail

Acreage of Property: 1.77 Existing Use: Vacant

County Tag #: 05G02003H & 05G02003I NC Pin #: 165909-26-2651 & 165909-26-0590

Address/Location: 667 & 675 Gateway Drive

Existing Zoning District: OFI Proposed Zoning District: CZC

Proposed Use(s): Please see the attached list of proposed uses

Are you submitting the application under the ordinances and policies in effect at the time of the application for review by the Town of Clayton? ☒ Yes ☐ No

If you answered "No" to the question above, please specify the ordinance(s) and/or policy(ies), including version(s), under which the application is being submitted: _____

Note: Supporting documentation must be submitted with the application.

APPLICANT INFORMATION

Applicant: U G and Company, LLC

Mailing Address: 11110 Empire Lakes Dr. Raleigh, NC 27617

Phone Number: (843) 466-8887 Fax: _____

Contact Person: Rajan Gupta

Email Address: rogerjobs500@gmail.com

OFFICE USE ONLY

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

PROPERTY OWNER INFORMATION

Name: U G and Company, LLC

Mailing Address: 11110 Empire Lakes Dr. Raleigh, NC 27617

Phone Number: (843) 466-8887

Fax: _____

Email Address: rogerjobs500@gmail.com

EXPLANATION OF PROJECT

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

This project aims to rezone the site from OFI to CZC. The existing OFI zoning does not allow retail uses on the property. Since retail is a desired component of this development, rezoning to Conditional Commercial (CZC) offers a way to regulate the extent of retail activities. The conditions we have established restrict these uses and incorporate the suggestions made by the Town of Clayton during the Pre-Submittal meeting.

REVIEW CRITERIA

Please provide a response to each Review Criteria listed below. Attach additional sheets if necessary.

1. If the application is consistent with the applicable standards in Section 3.3, Conditional Zoning Districts, of the Unified Development Ordinance.

Please see the attached document, "Rezoning Application Answers".

2. Whether the proposed Conditional Rezoning advances the public health, safety, or welfare.

Please see the attached document, "Rezoning Application Answers".

3. Whether and the extent to which the proposed Conditional Rezoning is appropriate for its proposed location, and is consistent with the purposes, goals, objectives, and policies of the Town's adopted policy guidance.

Please see the attached document, "Rezoning Application Answers".

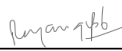
4. Whether an approval of the Conditional Rezoning is reasonable and in the public interest.

Please see the attached document, "Rezoning Application Answers". Rar

APPLICANT AFFIDAVIT

I understand that by signing this application I am legally bound to the representation, terms, and conditions herein. By signing below, I certify that I was technically able to read and had a reasonable opportunity to read this disclosure. I further acknowledge that I am authorized to submit this application, and any subsequent revisions thereto, and confirm having obtained permission from the property owner/occupant for the application and the Town's entry onto the property, if applicable. I further authorize Town of Clayton representatives to enter the site for purpose of conducting inspections or evaluations to determine compliance with applicable laws, policies, and manuals. I hereby certify that all of the information provided in this application and any attached documents is true, accurate, and complete to the best of my knowledge. I understand that any false information may result in rejection of the application or revocation of the permit or plan. I understand this submittal with its related materials and all attachments become official records of the Town of Clayton, North Carolina, and will not be returned. I understand this application and any communication, approval, or resulting permits issued as a result of this application are subject to disclosure pursuant to the North Carolina Public Records Act. I also acknowledge that, pursuant to NCGS § 143-755(b1), failure to respond to Town comments or holding the permit application on hold for six consecutive months or more will result in the cessation of review and forfeiture of all application fees, requiring a new application under current regulations. I shall not hold the Town of Clayton, its officers, employees and agents liable for any claims, losses, liabilities, expenses, charges or damages arising from or relating to incomplete, inaccurate, or false applications, or any additional supplemental applications, with respect of any cause arising out of, resulting from, or in connection with the application or permit.

Rajan Gupta
Print Name


Signature of Applicant

05-12-2025
Date



CIVIL ENGINEERS • LANDSCAPE ARCHITECTS

RGGDC
12 May 2025

Town of Clayton
Planning Department
111 E. Second St.
Clayton, NC 27528
Phone: (843) 466-8887

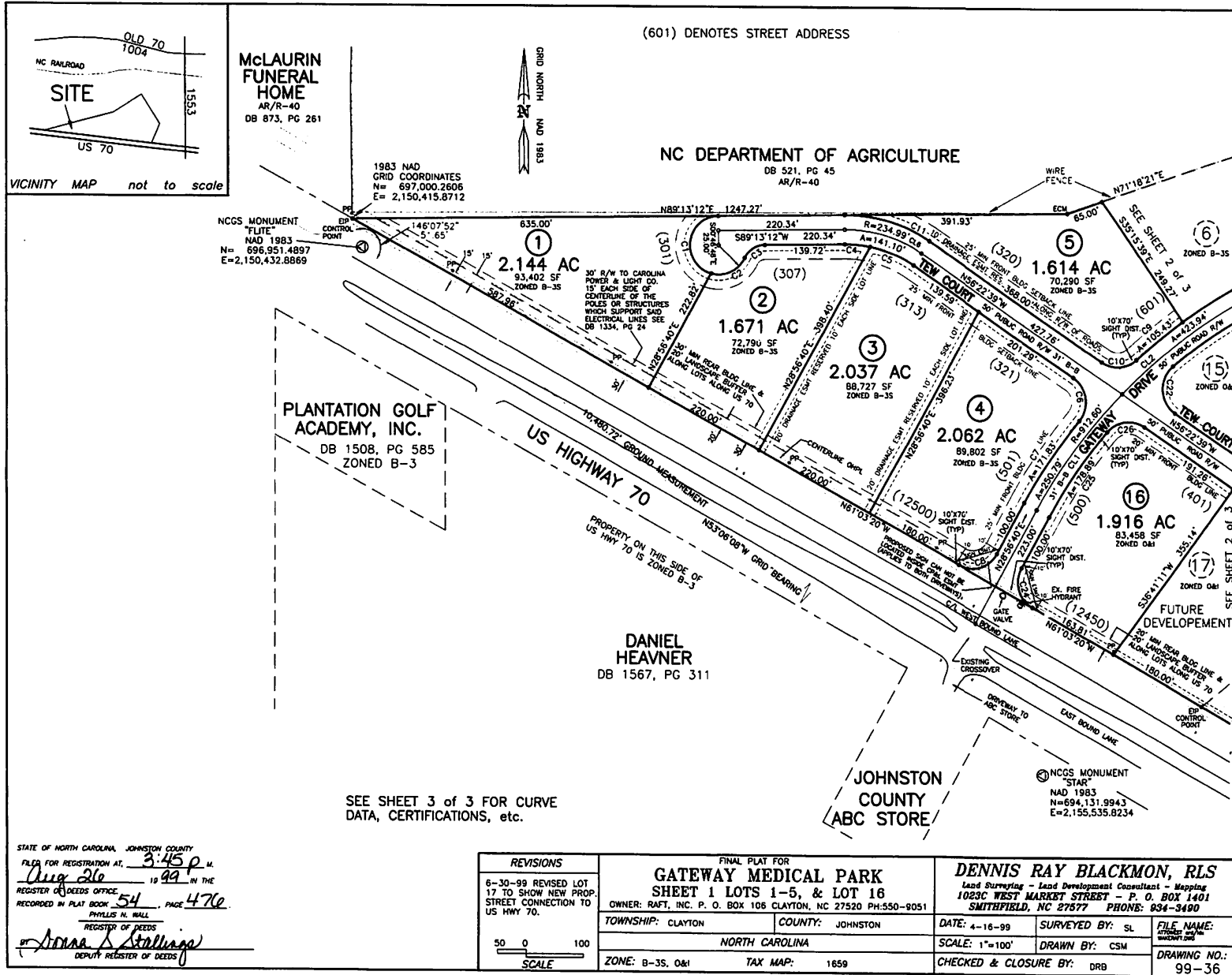
RE: **Rezoning Application Answers**
Gateway Drive Office & Retail
667 & 675 Gateway Drive
Clayton, NC 27520

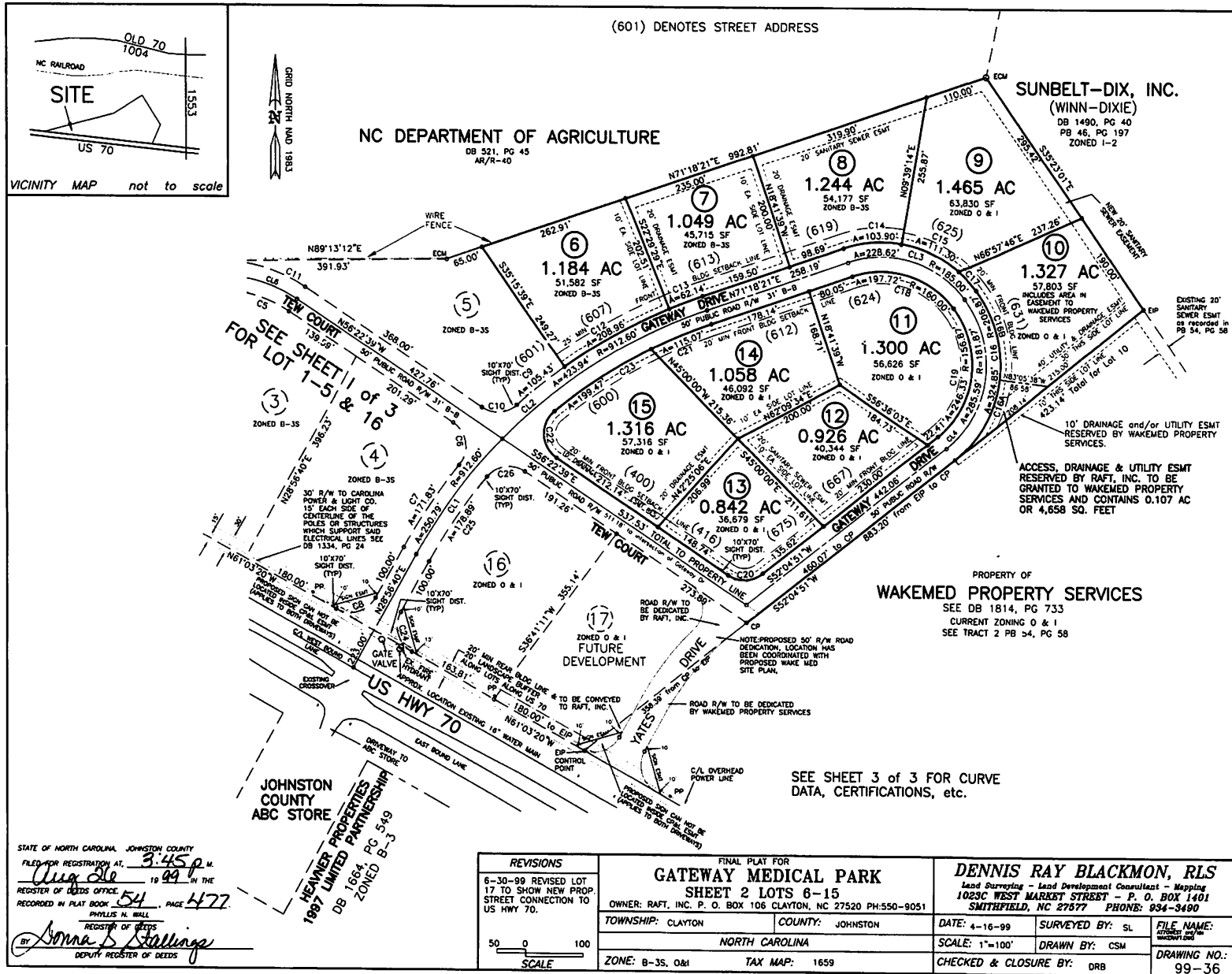
1. By limiting specific uses within our conditions, we aim to reduce potential negative impacts and ensure compatibility with the surrounding area. The proposed rezoning is intended to create a balanced mix of uses that complement existing local businesses while aligning with the neighborhood's character and functionality, as outlined in UDO 3.3.2.A.
2. We are proposing potential uses, such as medical-related services, which align with the nearby establishments, as well as office spaces to foster employment opportunities and retail that blends naturally into the area. This proposed development is designed to generate employment opportunities, offer services to the public and surrounding areas, and introduce potential retail options that may currently be unavailable. Our focus is on contributing to the broader community by enhancing accessibility, convenience, and economic growth.
3. The project site is surrounded by a mix of uses, including medical offices, general offices, commercial retail, and daycare services. The CZC district permits these uses while allowing the development to establish conditions that ensure compatibility with the surrounding neighborhood. This rezoning supports the Town's adopted policy guidance by promoting a balanced mix of uses, fostering economic growth, and enhancing the community's overall character. Additionally, it aligns with the Town's goals of responsible land use planning, maintaining neighborhood integrity, and encouraging sustainable development that meets the needs of both residents and businesses.
4. Based on feedback from our neighborhood meeting held on Monday, December 9th, 2024, there were no significant concerns regarding the proposed development. Reasonable requests, such as restricting the sale of alcohol, tobacco, and CBD products, were brought up during the meeting. These concerns can be addressed through our proposed conditions. We aim for the proposed development to benefit the community.

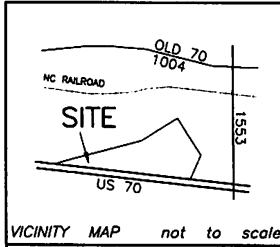
The SITE Group
1111 Oberlin Road
Raleigh NC 27605

1/1

919-835-4787 (o)
919-839-2255 (f)







I HEREBY CERTIFY THAT THE TOWN OF CLAYTON, NORTH CAROLINA, APPROVED THIS PLAN FOR RECORDING IN THE OFFICE OF THE JOHNSON COUNTY REGISTER OF DEEDS, AND ACCEPTS THE DEDICATION OF STREETS, EASEMENTS, RIGHTS OF WAY, AND PUBLIC LANDS SHOWN THEREON, BUT ASSUMES NO RESPONSIBILITY TO OPEN OR MAINTAIN THE SAME UNTIL IN THE OPINION OF THE CLAYTON TOWN COUNCIL, IT IS IN THE PUBLIC INTEREST TO DO SO.

8-24-99 STEVEN BUEBS QRB
DATE TOWN MANAGER

CERTIFICATE OF APPROVAL OF TENTH DESIGN AND INSTALLATION OF STREETS, UTILITIES, AND OTHER REQUIRED IMPROVEMENTS
I (WE) HEREBY CERTIFY THAT ALL STREETS, UTILITIES, AND OTHER IMPROVEMENTS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO THE SPECIFICATIONS AND STANDARDS IN THE DEVELOPMENT PLAN, OR THAT A SECURITY BOND IN THE AMOUNT OF \$10,000.00 OR CASH IN THE AMOUNT OF \$10,000.00 HAS BEEN POSTED WITH THE TOWN OF CLAYTON TO ASSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS IN THE CASE OF DEFAULT.

8-26-99 STEVEN BUEBS QRB
DATE TOWN MANAGER

CERTIFICATE OF OWNERSHIP AND DEDICATION
I (WE) HEREBY CERTIFY THAT I AM THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE TOWN OF CLAYTON, AND THAT I (WE) HEREBY ADOPT THIS SUBDIVISION PLAN WITH MY (OUR) FREE CONSENT, ESTABLISH MINIMUM SETBACK LINES, AND DEDICATE ALL STREETS, PARKS, ALLEYS, AND OTHER SITES AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED. FURTHERMORE, I (WE) DEDICATE ALL ELECTRICAL SYSTEMS AND ALL WATER & SEWER LINES TO THE TOWN OF CLAYTON.

8-24-99 RAFT, INC. Robert H. Manigault Pres.
DATE OWNER(S)

8-26-99 Philip R. Manigault, Sr. V. Pres.
DATE OWNER(S)

I, DENNIS RAY BLACKMON, PROFESSIONAL LAND SURVEYOR NO. L-1374 CERTIFY THAT THIS PLAN WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (and description recorded in L-1374, Page 107, etc.) (other); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DERIVED FROM INFORMATION AS SHOWN ON THE FACE OF THIS PLAN; THAT THE RATIO OF PRECISION IS 1/1000; THAT THIS PLAN WAS PREPARED IN ACCORDANCE WITH GS 67-30 AS AMENDED; I ALSO CERTIFY TO ONE OR MORE OF THE FOLLOWING AS INDICATED:

1. THAT THIS PLAN IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND;

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 25th DAY OF AUGUST, A.D. 1999.

Dennis Ray Blackmon
PROFESSIONAL LAND SURVEYOR REGISTRATION NO. L-1374

STATE OF NORTH CAROLINA, JOHNSON COUNTY
FILED FOR REGISTRATION AT 3:45 P.M.
Aug 26 1999 IN THE
REGISTER OF DEEDS OFFICE
RECORDED IN PLAT BOOK 54, PAGE 478
PHYLLIS N. HALL
REGISTER OF DEEDS
of Anne S. Stallings
DEPUTY REGISTER OF DEEDS

LOT CURVE DATA CHART					
CURVE	RADIUS	LENGTH	DELTA	CHORD	CH.BEARING
C-1	50.00'	142.97'	163°50'07"	99.01'	S07°18'09"W
C-2	50.00'	69.62'	79°46'37"	64.13'	N85°29'47"E
C-3	40.00'	44.41'	63°36'44"	42.18'	N57°24'50"E
C-4	209.99'	44.17'	12°03'09"	44.09'	S84°44'57"E
C-5	209.99'	81.91'	22°21'00"	81.40'	S87°33'16"E
C-6	50.00'	53.62'	85°49'20"	74.21'	S08°27'56"E
C-7	937.60'	171.83'	10°30'01"	171.50'	S34°11'44"W
C-8	50.00'	78.54'	90°00'00"	70.71'	S73°56'39"W
C-9	937.60'	103.43'	8°26'33"	105.37'	S51°31'05"W
C-10	50.00'	65.73'	75°19'33"	61.10'	S89°57'33"W
C-11	259.99'	1477.48'	325°35'51"	153.78'	N73°34'42"W
C-12	937.60'	208.95'	12°46'10"	208.53'	S61°07'28"W
C-13	937.60'	62.14'	03°47'50"	62.13'	S69°24'18"W
C-14	210.00'	103.90'	28°20'53"	102.84'	S85°28'48"W
C-15	210.00'	111.30'	30°21'58"	110.00'	N85°09'46"W
C-16	208.87'	324.85'	89°58'18"	292.48'	N07°05'43"E
C-16A	208.87'	163.11'	45°10'29"	158.91'	N29°29'37"E
C-16B	208.87'	161.74'	44°47'48"	157.85'	N29°29'37"E
C-17	210.00'	44.31'	12°05'22"	44.23'	N43°56'08"W
C-18	160.00'	197.72'	70°48'14"	185.38'	S73°17'32"E
C-19	156.87'	246.33'	89°58'16"	221.79'	S07°05'43"W
C-20	50.00'	52.43'	71°32'30"	58.45'	S87°51'06"W
C-21	887.60'	115.07'	7°25'41"	114.99'	N87°35'26"E
C-22	50.00'	93.71'	107°22'44"	80.58'	N02°41'17"W
C-23	887.60'	199.47'	12°52'35"	199.05'	N57°26'22"E
C-24	50.00'	78.54'	90°00'00"	70.71'	N16°03'19"W
C-25	887.60'	178.89'	11°32'51"	178.59'	N34°43'09"E
C-26	50.00'	72.55'	83°07'50"	66.35'	N82°03'26"E

LOTS 1-8
MINIMUM BUILDING SETBACK REQUIREMENTS FOR B-3S

FRONT - 25'
SIDE - 15'
REAR - 30'

LOTS 9-16
MINIMUM BUILDING SETBACK REQUIREMENTS FOR O & I

FRONT - 20'
SIDE - 10'
REAR - 20'

CURVE	RADIUS	LENGTH	DELTA	CHORD	CH.BEARING
CL-1	912.60'	250.79'	15°44'43"	250.00'	N36°49'04"E
CL-2	912.60'	423.94'	26°36'58"	420.14'	N57°59'51"E
CL-3	185.00'	228.62'	70°48'14"	214.34'	S73°17'32"E
CL-4	181.87'	285.59'	89°58'16"	257.14'	S07°05'43"W
CL-5	235.00'	75.71'	18°27'30"	75.38'	N47°08'45"W
CL-6	234.99'	141.10'	34°24'09"	138.99'	N73°34'42"W

AREA BY COORDINATE METHOD.

ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.

LOTS 1-16
THIS PROPERTY IS NOT LOCATED IN A SPECIAL 100 YR FLOOD HAZARD AREA. SEE FEMA MAP # 370139 0005B (CLAYTON)

NOTES:

- TOTAL AREA IN TRACT - 27.154 AC (includes street dedication)
- TOTAL NUMBER OF LOTS - 16
- LOTS TO BE SERVED BY PUBLIC WATER & SEWER
- LINEAL FEET IN STREETS - 3,463.92 LF (3,899 AC IN NEW ST R/W'S)
- PROPERTY OUTSIDE OF EXISTING TOWN LIMITS BUT HAS BEEN SATELLITE ANNEXED
- DEVELOPMENT SHALL MEET THE THOROUGHFARE OVERLAY DISTRICT.
- ALL ROADS ARE TO BE DEDICATED 50' PUBLIC R/W'S
31' B-B
- ALL STREET & UTILITY IMPROVEMENTS SHALL CONFORM TO NC DOT & TOWN OF CLAYTON MINIMUM CONSTRUCTION STANDARDS.
- DRIVEWAY PERMITS ALONG US 70 WILL BE REQUIRED FROM NC DOT. DRIVEWAY PERMITS FOR INTERIOR LOTS WILL BE REQUIRED FROM THE TOWN OF CLAYTON.
- NO INDIVIDUAL DRIVEWAY ACCESS ALLOWED FOR LOTS FRONTING US HWY 70. (LOTS 1-4, 16)
- 10' DRAINAGE, UTILITY, SLOPE AND ROAD MAINTENANCE EASEMENT RESERVED ADJOINING AND ALONG ALL INTERIOR STREET R/W'S
- A 10' DRAINAGE AND UTILITY EASEMENT SHALL LIE INSIDE ALL EXTERIOR BOUNDARY LINES UNLESS OTHERWISE NOTED.
- ALL INTERIOR LOT LINES SHALL HAVE A 10' DRAINAGE & UTILITY EASEMENT RESERVED, C' EACH SIDE ALL LOT LINES UNLESS OTHERWISE NOTED.
- DEED REFERENCE: SEE DB 1812, PG 309 & a portion of Tract 1 in PB 54, PG 58 (601) DENOTES STREET ADDRESS

REVIEW OFFICER'S CERTIFICATE

STATE OF NORTH CAROLINA COUNTY OF Johnston
I, Ray B. Hatch, REVIEW OFFICER OF Johnston COUNTY, CERTIFY THAT THE MAP OR PLAN TO WHICH THIS CERTIFICATION IS ATTACHED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
DATE 8/26/99 REVIEW OFFICER Ray B. Hatch

LEGEND

- LINES SURVEYED
- LINES NOT SURVEYED
- EIP EXISTING IRON PIPE FOUND
- ECM EXISTING CONCRETE MONUMENT FOUND
- ELS EXISTING LIGHTWOOD STAKE FOUND
- EPK EXISTING P K NAIL FOUND
- NIP NEW IRON PIPE SET
- PKS P K NAIL SET
- PP POWER POLE
- R/W RIGHT OF WAY
- DB DEED BOOK
- PB PLAT BOOK
- EIS EXISTING IRON STAKE FOUND
- OHPL OVERHEAD ELECTRICAL POWER LINE
- CP COMPUTED POINT
- MH MANHOLE
- WL WATER LINE or MAIN
- ALP AREA LIGHT POLE

REVISIONS		FINAL PLAT FOR		DENNIS RAY BLACKMON, RLS	
6-30-99 REVISED LOT 17 TO SHOW NEW PROP. STREET LOCATION/ CONNECTION		GATEWAY MEDICAL PARK SHEET 3 of 3 - CURVE DATA, CERTIFICATIONS, etc. OWNER: RAFT, INC. P. O. BOX 106 CLAYTON, NC 27520 PH:550-9051		Lead Surveying - Land Development Consultant - Mapping 1023C WEST MARKET STREET - P. O. BOX 1401 SMITHFIELD, NC 27577 PHONE: 834-3490	
TOWNSHIP: CLAYTON		COUNTY: JOHNSTON		DATE: 4-16-99	SURVEYED BY: SL
NORTH CAROLINA		TAX MAP: 1659		SCALE: 1"=100'	DRAWN BY: CSM
ZONE: B-3S, O&I		CHECKED & CLOSURE BY: DRB		FILE NAME: 1023C.DWG	
50 0 100 SCALE				DRAWING NO.: 99-36	

NEIGHBORHOOD MEETING SUMMARY FORM

FILL OUT THE FOLLOWING:

Application:	Rezoning Petition for 667 & 675 Gateway Drive		
Date of Mailing:	03/31/2025		
Date of Meeting:	04/14/2025		Time of Meeting: 6:00 PM
Location of Meeting:	Zoom Meeting		
Printed Name:	Riley Austin		Signature:

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

No one attended the neighborhood meeting. Based on the low turnout at the initial meeting, we had anticipated this outcome. Please find attached the following documents for your reference:

The meeting notification letter

The list of recipients to whom the letter was sent

The presentation prepared for the meeting

If you have any questions about the meeting, please don't hesitate to e-mail me at rla@thesitegroup.net

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



31 March 2025

Dear Clayton Area Property Owner:

The purpose of this letter is to inform you of an application filed with the Town of Clayton proposing a rezoning and land use change for the 667 and 675 Gateway Drive properties. These properties are located adjacent to, or in close proximity to yours, shown in your ownership by Johnston County tax records. Following the Town of Clayton's guidelines, we invite you to join an online Neighborhood Meeting via Zoom to discuss the project. A representative of the applicant will be present to share project details and gather feedback.

Meeting Date: **Monday, April 14th 2025**
Meeting Time: **6:00 PM to 8:00 PM**
Zoom Personal Meeting ID: **442 930 0133**
Zoom Meeting Passcode: **Rezoning**

At a minimum, the following information will be available upon request during the Neighborhood Meeting:

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

A map is enclosed with this letter showing the location of the two properties subject to land use change. If you have any questions prior to or after this meeting, you may contact Riley Austin with The Site Group by phone (919) 906-1420 or by e-mail rla@thesitegroup.net. You may also contact the Town of Clayton Planning Department at 919-553-5002.

Sincerely,

Riley Austin
The Site Group

The SITE Group
1111 Oberlin Road
Raleigh NC 27605

1/2

919-835-4787 (o)
919-839-2255 (f)

Options To Join Zoom Meeting:

1. Joining Manually:

- **Open Zoom:** Open the Zoom desktop app or web browser.
- **Click "Join a Meeting":** Click the "Join a Meeting" button or navigate to zoom.us/join.
- **Enter Meeting ID:** 442 930 0133
- **Enter Passcode:** Rezoning
- **Click "Join":** Click the "Join" button to enter the meeting.
- **Join with Audio:** You may be prompted to join with computer audio or by phone.

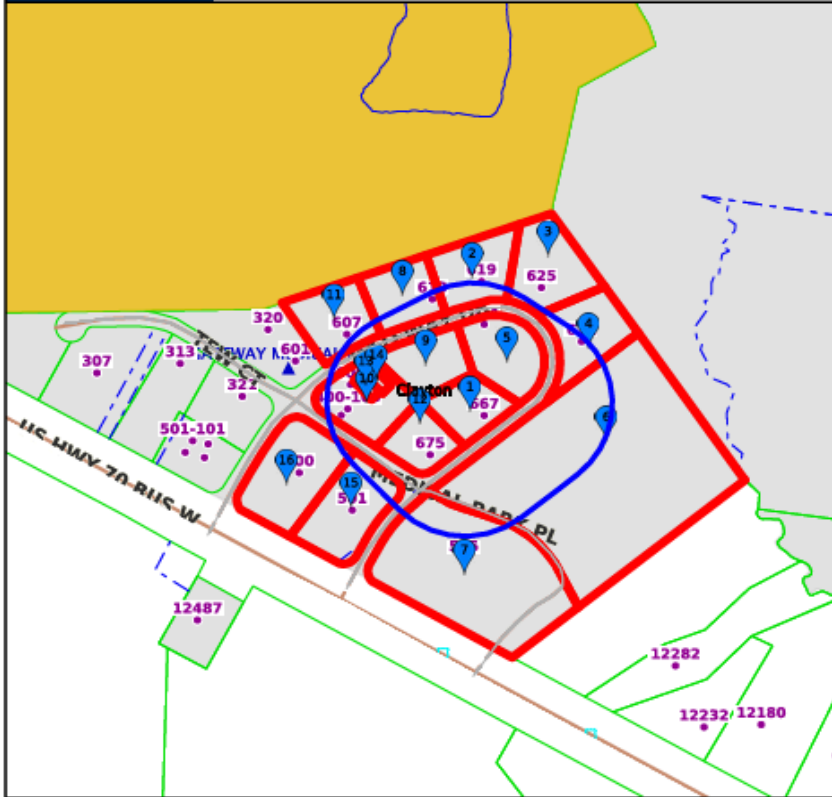
2. Joining from a Web Browser:

- **Go to join.zoom.us:** Open your web browser and navigate to join.zoom.us.
- **Enter Meeting ID:** 442 930 0133
- **Enter Passcode:** Rezoning
- **Click "Join":** Click the "Join" button.
- **Join from Browser:** If prompted to download the app, click "Cancel" and then click "Join from your Browser".
- **Sign In (If required):** You may need to sign in to your Zoom account or create a new one.



*** DISCLAIMER ***

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



Result 0

id: 05G02003H
Tag: 05G02003H
Owner Name 1: U G AND COMPANY, LLC
Owner Name 2:
Mail Address 1: 11110 EMPIRE LAKES DR
Mail Address 2:
Mail Address 3: RALEIGH, NC 27617-8583
Book: 06674
Page: 0147

Result 0

id: 05G02003D
Tag: 05G02003D
Owner Name 1: WISDOM INTERNATIONAL, INC.
Owner Name 2:
Mail Address 1: 2703 JONES FRANKLIN RD STE 105
Mail Address 2:
Mail Address 3: CARY, NC 27518-7172
Book: 06558
Page: 0150



Scale: 1:5030 - 1 in. = 419.16 feet

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

Johnston County GIS
February 6, 2025



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Result 0

id: 05G02003E
Tag: 05G02003E
Owner Name 1: BOBBY DENNING PROPERTIES
LLC
Owner Name 2:
Mail Address 1: 1126 N BREAZEALE AVE
Mail Address 2:
Mail Address 3: MOUNT OLIVE, NC 28365-1121
Book: 04313
Page: 0607

Result 0

id: 05G02003G
Tag: 05G02003G
Owner Name 1: IMANA, LLC
Owner Name 2:
Mail Address 1: 3917 CITY OF OAKS WYND
Mail Address 2:
Mail Address 3: RALEIGH, NC 27612-5308
Book: 06427
Page: 0855

Result 0

id: 05G02002W
Tag: 05G02002W
Owner Name 1: WAKEMED PROPERTY
SERVICES
Owner Name 2:
Mail Address 1: 3000 NEW BERN AVE
Mail Address 2:
Mail Address 3: RALEIGH, NC 27610-1231
Book: 01814
Page: 0733

Result 0

id: 05G02003J
Tag: 05G02003J
Owner Name 1: ARKEMIA PROPERTIES LLC
Owner Name 2:
Mail Address 1: 1621 KIRKBY LN
Mail Address 2:
Mail Address 3: RALEIGH, NC 27614-7228
Book: 04102
Page: 0526

Result 0

id: 05G02003F
Tag: 05G02003F
Owner Name 1: ARKEMIA PROPERTIES LLC
Owner Name 2:
Mail Address 1: 1621 KIRKBY LN
Mail Address 2:
Mail Address 3: RALEIGH, NC 27614-7228
Book: 04102
Page: 0526

Result 0

id: 05G02006D
Tag: 05G02006D
Owner Name 1: WAKEMED PROPERTY
SERVICES
Owner Name 2:
Mail Address 1: 3000 NEW BERN AVE
Mail Address 2:
Mail Address 3: RALEIGH, NC 27610-1231
Book: 01814
Page: 0733

Result 0

id: 05G02003C
Tag: 05G02003C
Owner Name 1: RSKIN LLC
Owner Name 2:
Mail Address 1: 128 LUXORWIND DR
Mail Address 2:
Mail Address 3: GARNER, NC 27529-4368
Book: 03328
Page: 0179

Result 0

id: 05G02003K
Tag: 05G02003K
Owner Name 1: MCNUTT FAMILY HOLDINGS
LLC
Owner Name 2:
Mail Address 1: 303 DEVONHALL LN
Mail Address 2:
Mail Address 3: CARY, NC 27518-2654
Book: 03500
Page: 0257



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Result 0

id: 05G02003B
Tag: 05G02003B
Owner Name 1: JHD DEVELOPMENT, LLC
Owner Name 2:
Mail Address 1: 312 ROCK CIR
Mail Address 2:
Mail Address 3: CLAYTON, NC 27520-8037
Book: 06048
Page: 0664

Result 0

id: 05G02095B
Tag: 05G02095B
Owner Name 1: KOLAPPA HOLDINGS, LLC
Owner Name 2:
Mail Address 1: 400 TEW CT STE 106
Mail Address 2:
Mail Address 3: CLAYTON, NC 27520-2279
Book: 05563
Page: 0069

Result 0

id: 05G02002A
Tag: 05G02002A
Owner Name 1: ELEGANT EVENTS & PLANNING LLC
Owner Name 2:
Mail Address 1: 121 RED STAR LN
Mail Address 2:
Mail Address 3: CLAYTON, NC 27520-4419
Book: 04671
Page: 0553

Result 0

id: 05G02003I
Tag: 05G02003I
Owner Name 1: U G AND COMPANY, LLC
Owner Name 2:
Mail Address 1: 11110 EMPIRE LAKES DR
Mail Address 2:
Mail Address 3: RALEIGH, NC 27617-8583
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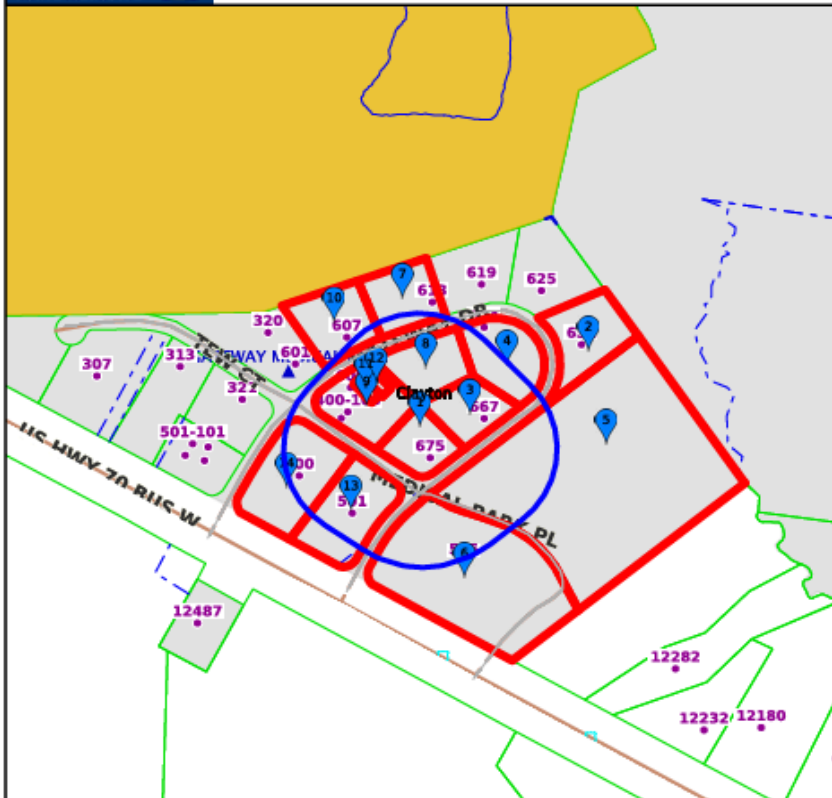
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Tag: 05G02003L
Owner Name 1: GROWING CHILD ASSOCIATES LLC
Owner Name 2:
Mail Address 1: 11130 CAPITAL BLVD
Mail Address 2:
Mail Address 3: WAKE FOREST, NC 27587-4513
Book: 01910
Page: 0551



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Page: 0147

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February 6, 2025



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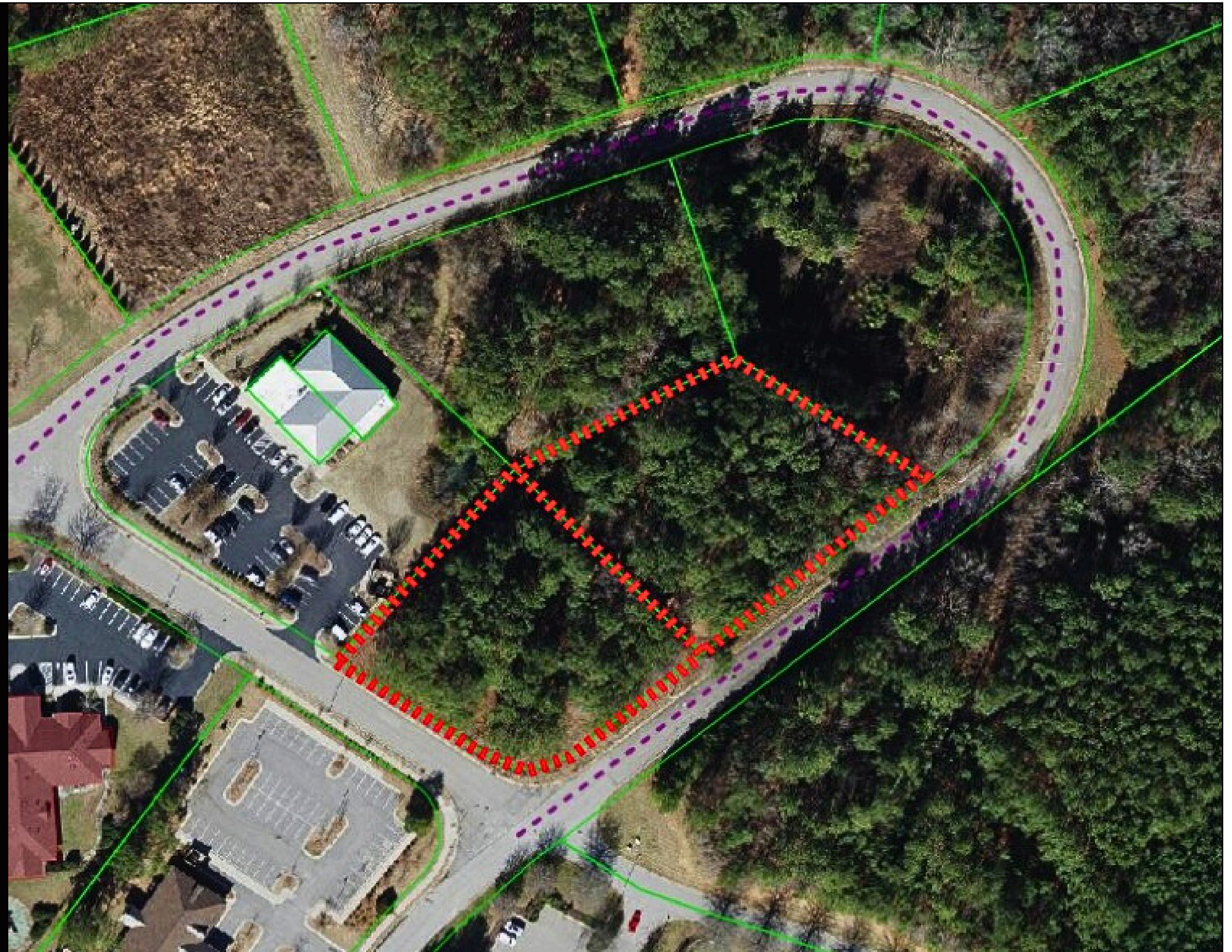
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LLC
Owner Name 2:
Mail Address 1: 11130 CAPITAL BLVD
Mail Address 2:
Mail Address 3: WAKE FOREST, NC 27587-4513
Book: 01910
Page: 0551

Gateway Drive Rezoning

667 & 675 Gateway Drive
Clayton, NC 27520

Presented By: Riley Austin



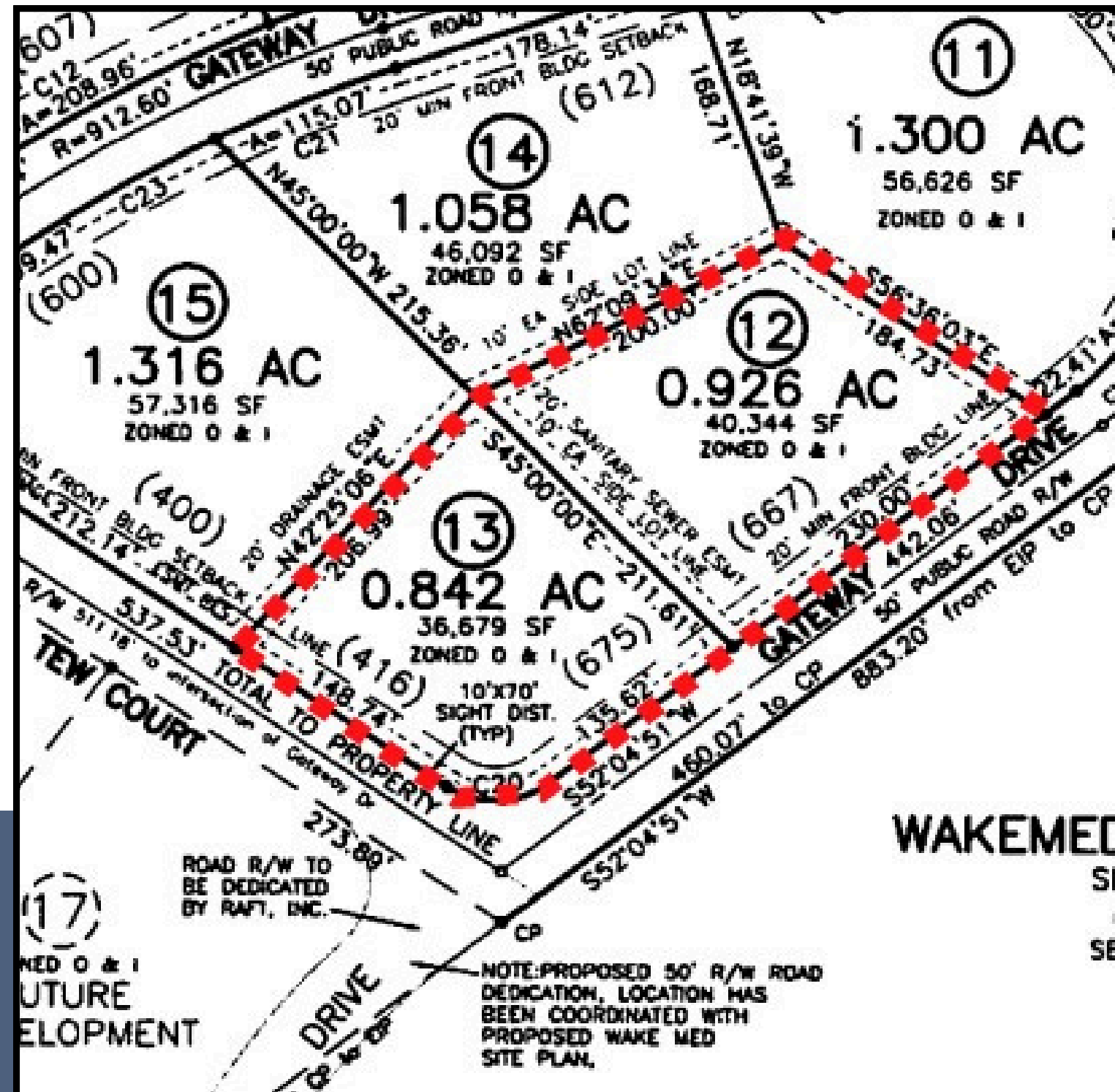
Existing Conditions

667 & 675 Gateway Dr. Clayton, NC 27520

Lots 12 & 13

- Acreage: 1.77 Acres
- Existing Zoning: Office & Institutional (O&I)
- FLUM Placement: Employment Center District
- Properties Consists mostly of wooded land

We are proposing to rezone the two properties from O & I to Conditional Commercial (CZC) to permit the construction of a mixed use development consisting of office and retail.



Presented By : Riley Austin

Rezoning & Land Use Change

Proposed Mixed-Use Development:

- **Buildings:** (2) multi-tenant 5,000 square foot buildings
- **Parking:** 45-60 spaces
- **Open Space:** Between the two sites a total of 0.25 AC. / 10,796 SF. required (5% of site)
- **Tree Canopy Coverage:** Between the two sites a total of 0.27 AC. / 11,761 SF. required (15% of site)

Draft of Conditions:

1. Use Restrictions

The following uses are prohibited:

- Vapor, CBD, or Tobacco shops as a Primary and Secondary Use
- Sale of liquor or alcoholic beverages as a Primary and Secondary Use

2. Infrastructure Requirements

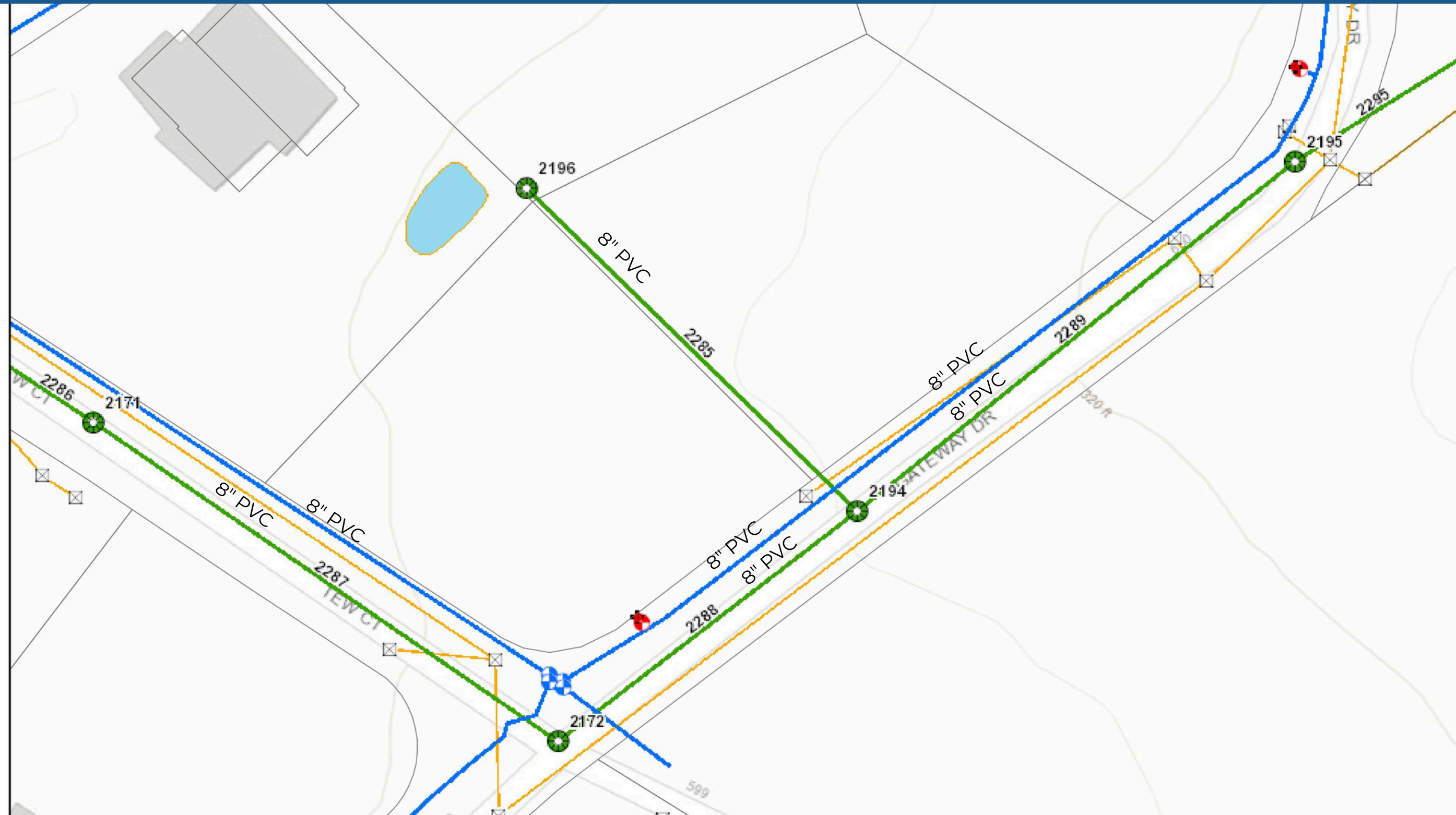
- Developer shall provide an asphalt pavement overlay along the property frontage on Gateway Drive after site and utility construction is completed.

3. Cross-Access Agreement

- Cross access to the property to the north, located at 600 Gateway Drive, shall be provided as part of any future development on the properties.

Presented By : Riley Austin

AVAILABILITY UTILITIES



Conditions of Approval for 2025-15-CZ Gateway Drive

1. The Future Development shall meet all applicable adopted Town of Clayton Unified Development Ordinance (UDO) requirements, Town of Clayton Engineering and Stormwater design standards, and the North Carolina Fire Code and NFPA Fire standards, except where specifically modified by the approved Conditions of Approval.
2. The associated Conditions of Approval for this project shall allow for any changes in Town Development regulations, either through text or the official Zoning Map, that are considered as upzoning, downzoning, or establishment of any nonconformity.
3. The Future Development and associated development applications shall adhere to Town adopted policies and ordinances that are in effect at the time of their submittal and acceptance for review, except as explicitly listed in these Conditions of Approval.
4. In the event the development contemplated in a Conditional Rezoning application is not substantially commenced within three (3) years from the date of the approval, the Town Council may initiate a rezoning application to return the land to its prior or to some other appropriate zoning district designation.
5. Only Principal Uses listed in the Corridor Commercial (CRM), Neighborhood Commercial (NCM), and Conditional Commercial (CZC) zoning district columns of the Principal Use Table shall be permitted, as amended, except as listed below.

Uses listed below shall be prohibited:

Agricultural Use Classification

- Animal Husbandry
- Equestrian Facility
- Farm Equipment Sales and Service
- Horticulture
- Nursery (retail or wholesale)

Commercial Use Classification:

- Animal Boarding, Indoor and Outdoor
- Bar, Cocktail Lounge, Private Club
- Bed and Breakfast
- Bottle Shop
- Bulky Item Sales
- Convenience Store (with gasoline sales)
- Flea Market
- Gasoline Sales
- Grocery Store
- Hotel or Motel
- Light Equipment Sales, Rental and Repair

- Micro-Brewery, Micro Distillery, Micro Winery
- Nightclub or Dancehall
- Outdoor Commercial Recreation
- Parking Lot
- Parking Structure
- Recreational Vehicle Park
- Restaurant Walk-up Service Only
- Tattoo & Piercing Establishment
- Tobacco, CBD, and Vapor Shop
- Vehicle Parts and Accessory Sales
- Vehicle Repair and Service (no painting/bodywork)
- Vehicle Sales and Rental
- Vehicle Towing or Storage
- Vehicle Washing or Detailing
- Veterinarian Services, Large Animal

Industrial Use Classification:

- Contractor Services Office/Yard
- Electrical, HVAC, or Plumbing Fabrication
- Freight Terminal
- Major Utility
- Warehouse, Distribution or Storage
- Wholesale Sales, Indoor and Outdoor
- Wholesale Sales, Indoor Only

Institutional Use Classification:

- Athletic Field or Court
- Bus Station
- Cemetery or Mausoleum
- Community Garden
- Golf Course (public or private)
- Hospital
- Outdoor Recreation, Public
- Park and Ride Facility
- Park or Playground (public or private)
- Rail Related
- Religious Institution
- Residential Treatment Facility
- School, Elementary or Middle
- School, High
- School, Vocational

Residential Use Classification:

- Bungalow Court
- Duplex Dwelling
- Family Care Home
- Live/Work
- Multi-Family Dwelling
- Pocket Neighborhood
- Single-Family Attached Dwelling
- Single-Family Detached Dwelling
- Triplex or Quadplex
- Upper-Story Dwelling

6. Only Secondary Uses listed in the Corridor Commercial (CRM), Neighborhood Commercial (NCM), and Conditional Commercial (CZC) zoning district columns of the Secondary Use Table shall be permitted, as amended, except as listed below.

Uses listed below shall be prohibited:

- Accessory Dwelling Unit, Internal
- Amateur Ham Radio
- Helistop
- Guard House, Shelter, or Gatehouse
- Home Occupation, Type 1
- Home Occupation, Type 2
- Mobile Restaurant or Push Cart
- Outdoor Storage
- Parking of Heavy Trucks or Trailers
- Produce Stand
- Swimming Pool/Hot Tub
- Vehicle Repair (non-commercial)
- Vehicle Towing or Storage

PROPERTY OWNER AFFIDAVIT

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

RAJAN GUPTA, MONICA GARG
Print Name


Signature of Property Owner

8/12/2025
Date

Signature affirms compliance with Unified Development Ordinance Section 2.3.6.D.1.a and North Carolina General Statutes § 160D-703 (b).

Gateway Drive Conditional Rezoning | 2025-15-CZ

Motions for Consistency Statements

The Town Council may choose from one of the four suggested motions below.

Staff Recommends the Motion in Red Bold Text

Motion 1: Approval – Consistent with the 2045 Comprehensive Growth Plan

I make a motion to approve this Conditional Rezoning and Conditions of Approval, Ordinance 2025-10-01, based on consistency with the adopted 2045 Comprehensive Growth Plan, in that:

- The subject site is designated on the Future Land Use Map as Employment Center.
- Policy LU 1.3: Encourage non-residential land uses in areas consistent with the Future Land Use Map.
- Policy LU 1.4: Encourage new businesses and non-residential development in Employment Centers designated on the Future Land Use Map.
- Strategy 1.4.3: Allow for integration of compatible uses in Employment Centers including commercial development as a supporting use.

This action is reasonable and in the public interest, in that:

- The Comprehensive Growth Plan encourages non-residential uses in this area.
- The proposed conditions limit the allowable uses to ensure that future development remains consistent with the intent of the Employment Center designation.
- The request is compatible with existing zoning and land uses in the area.

Motion 2: Approval – Inconsistent with the 2045 Comprehensive Growth Plan

I make a motion to approve this Conditional Rezoning and Conditions of Approval, Ordinance 2025-10-01, based on inconsistency with the adopted 2045 Comprehensive Growth Plan, in that:

- The subject site is designated on the Future Land Use Map as Employment Center.
- Policy LU 1.3: Encourage non-residential land uses in areas consistent with the Future Land Use Map.
- Policy LU 1.4: Encourage new businesses and non-residential development in Employment Centers designated on the Future Land Use Map.
- Strategy 1.4.3: Allow for integration of compatible uses in Employment Centers including commercial development as a supporting use.

This action is reasonable and in the public interest, in that:

- The Comprehensive Growth Plan encourages non-residential uses in this area.

- The proposed conditions limit the allowable uses to ensure that future development remains consistent with the intent of the Employment Center designation.
- The request is compatible with existing zoning and land uses in the area.

Motion 3: Denial – Consistent with the 2045 Comprehensive Growth Plan

I make a motion to deny this Conditional Rezoning and Conditions of Approval, Ordinance 2025-10-01. While the request is consistent with the adopted 2045 Comprehensive Growth Plan, in that:

- The subject site is designated on the Future Land Use Map as Employment Center.
- Policy LU 1.3: Encourage non-residential land uses in areas consistent with the Future Land Use Map.
- Policy LU 1.4: Encourage new businesses and non-residential development in Employment Centers designated on the Future Land Use Map.
- Strategy 1.4.3: Allow for integration of compatible uses in Employment Centers including commercial development as a supporting use.

This action is reasonable and in the public interest, in that:

- The request is incompatible with existing zoning and land uses in the area.
- The proposed conditions limit the allowable uses to ensure that future development remains consistent with the intent of the Employment Center designation.
- The current zoning designation is preferable to the area.

Motion 4: Denial – Inconsistent with the 2045 Comprehensive Growth Plan

I make a motion to deny this Conditional Rezoning and Conditions of Approval, Ordinance 2025-10-01, based on inconsistency with the adopted 2045 Comprehensive Growth Plan, in that:

- The subject site is designated on the Future Land Use Map as Employment Center.
- Policy LU 1.3: Encourage non-residential land uses in areas consistent with the Future Land Use Map.
- Policy LU 1.4: Encourage new businesses and non-residential development in Employment Centers designated on the Future Land Use Map.
- Strategy 1.4.3: Allow for integration of compatible uses in Employment Centers including commercial development as a supporting use.

This action is reasonable and in the public interest, in that:

- The request is incompatible with existing zoning and land uses in the area.

- The proposed conditions limit the allowable uses to ensure that future development remains consistent with the intent of the Employment Center designation.
- The current zoning designation is preferable to the area.



**TOWN OF CLAYTON
PLANNING DEPARTMENT**

111 E Second Street
Clayton, NC 27520
919-553-5002

PUBLIC NOTICE

September 26, 2025

«Name1»
«Name2»
«Address1»
«Address2»
«CityStateZip»

Scan **QR Code** for
more information:



RE: A Public Hearing by the Clayton Town Council

Dear Clayton Area Property Owner,

You are receiving this public notice because, according to Johnston County Tax Office records, you are listed as the owner of property identified as Parcel ID «ParcelID». This property is located within 300 feet of a proposed project in the Town of Clayton Planning Area.

You are invited to attend a public hearing hosted by the Clayton Town Council to share your comments on the proposed project. The meeting will be held on October 6, 2025 at 6:00 PM in the Council Chambers at Town Hall located at 111 E. Second St., Clayton, NC 27520. The meeting will address the following:

Project: 2025-15-CZ | Gateway Drive Office & Retail Conditional Rezoning, Type 1
Location: Within Town of Clayton limits, located on the northernly side of Gateway Drive at the intersection of Tew Court.
PIN #(s): 165909-26-2651 & 165909-26-0590
Applicant: Rajan Gupta of UG and Company, LLC
Request: A Type 1 Conditional Rezoning of approximately 1.77 acres from Office Institutional (OFI) to a Conditional Commercial (CZC) zoning district. The request includes zoning conditions that establish an applicant-sponsored reduction in the range of allowable principal and secondary use types.

If you have questions about this notice or the proposed project, please feel free to contact me at (919) 553-5002, ext. 5503 or at rtate@townofclaytonnc.org.

Sincerely,

Robert Tate, AICP | Senior Planner

VISION | A welcoming & engaged community that cherishes its charming local character & promotes economic vitality, environmental stewardship, safety, & opportunities for all.

MISSION | Dedicated & responsive public servants who provide essential services that bring people together & promote quality of life in the Clayton community.

VALUES | RESPONSIBILITY • COMMUNITY • COMMITMENT • RESPECT

www.TownofClaytonNC.org



TOWN OF CLAYTON COMMUNITY DEVELOPMENT

111 E Second Street
Clayton, NC 27520
919-553-5002

AVISO PÚBLICO

Escanee el código QR
para más información:

26 de septiembre de 2025

«Name1»
«Name2»
«Address1»
«Address2»
«CityStateZip»



RE: Una audiencia pública por parte del Concejal de Clayton

Estimado propietario del área de Clayton:

Usted está recibiendo este aviso público porque, según los registros de la Oficina de Impuestos del Condado de Johnston, usted figura como propietario de una propiedad identificada como Parcel ID «ParcelID». Esta propiedad está ubicada a 300 pies de un proyecto propuesto en el área de planificación del Pueblo de Clayton.

Está invitado a asistir a una audiencia pública organizada por el Concejal de Clayton para compartir sus comentarios sobre el proyecto propuesto. La reunión se llevará a cabo el 6 de octubre de 2025 a las 6:00 PM en la Sala del Consejo del Ayuntamiento ubicada en 111 E. Second St., Clayton, NC 27520. La reunión abordará los siguientes:

Proyecto: 2025-15-CZ | Rezonificación Condicional de Oficina y Comercio en Gateway Drive, Tipo 1
Ubicación: Dentro de los límites de la ciudad de Clayton, ubicado en el lado norte de Gateway Drive en la intersección de Tew Court.
PIN #(s): 165909-26-2651 & 165909-26-0590
Solicitante: Rajan Gupta de UG y Compañía, LLC
Un cambio de zonificación de Tipo 1 de aproximadamente 1.77 acres de Oficina
Pedido: Institucional (OFI) a un distrito de zonificación Comercial Condicional (CZC). La solicitud incluye condiciones de zonificación que establecen una reducción patrocinada por el solicitante en el rango de tipos de uso principal y secundario permitidos.

Si tiene preguntas sobre este aviso o el proyecto propuesto, no dude en comunicarse conmigo al (919) 553-5002, ext. 5503 o en rtate@townofclaytonnc.org.

Atentamente,

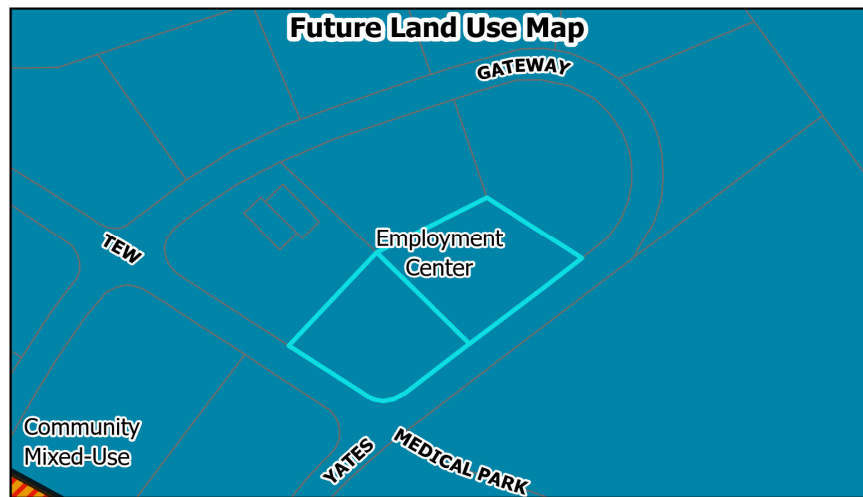
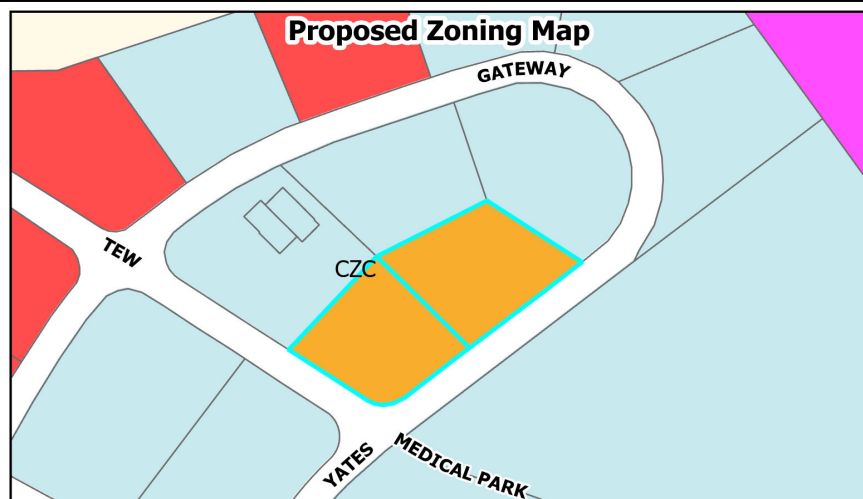
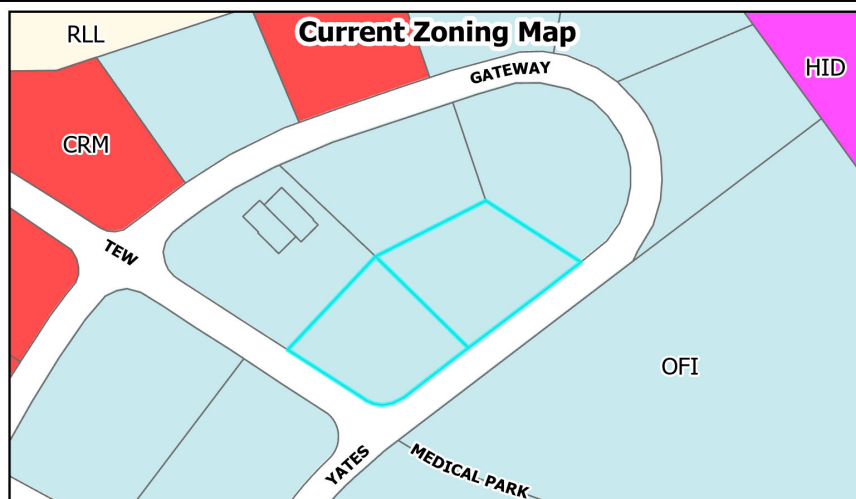
Robert Tate, AICP | Planificador Senior

VISIÓN | Una comunidad acogedora y comprometida que aprecia su encantador carácter local y promueve la vitalidad económica, la gestión ambiental, la seguridad y las oportunidades para todos.

MISIÓN | Servidores públicos dedicados y receptivos que brindan servicios esenciales que unen a las personas y promueven la calidad de vida en la comunidad de Clayton.

VALORES | RESPONSABILIDAD • COMUNIDAD • COMPROMISO • RESPETO

www.TownofClaytonNC.org



Request: Conditional Rezoning - Type I

Project Name: Gateway Drive

Project Number: 2025-15-CZ

Applicant: UG and Company, LLC

Property Owner: UG and Company, LLC

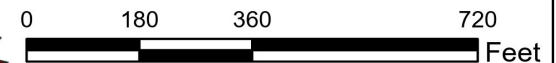
Tag#: 05G02003H & 05G02003I



Site Location



**Staff Report Map
July 30, 2025**

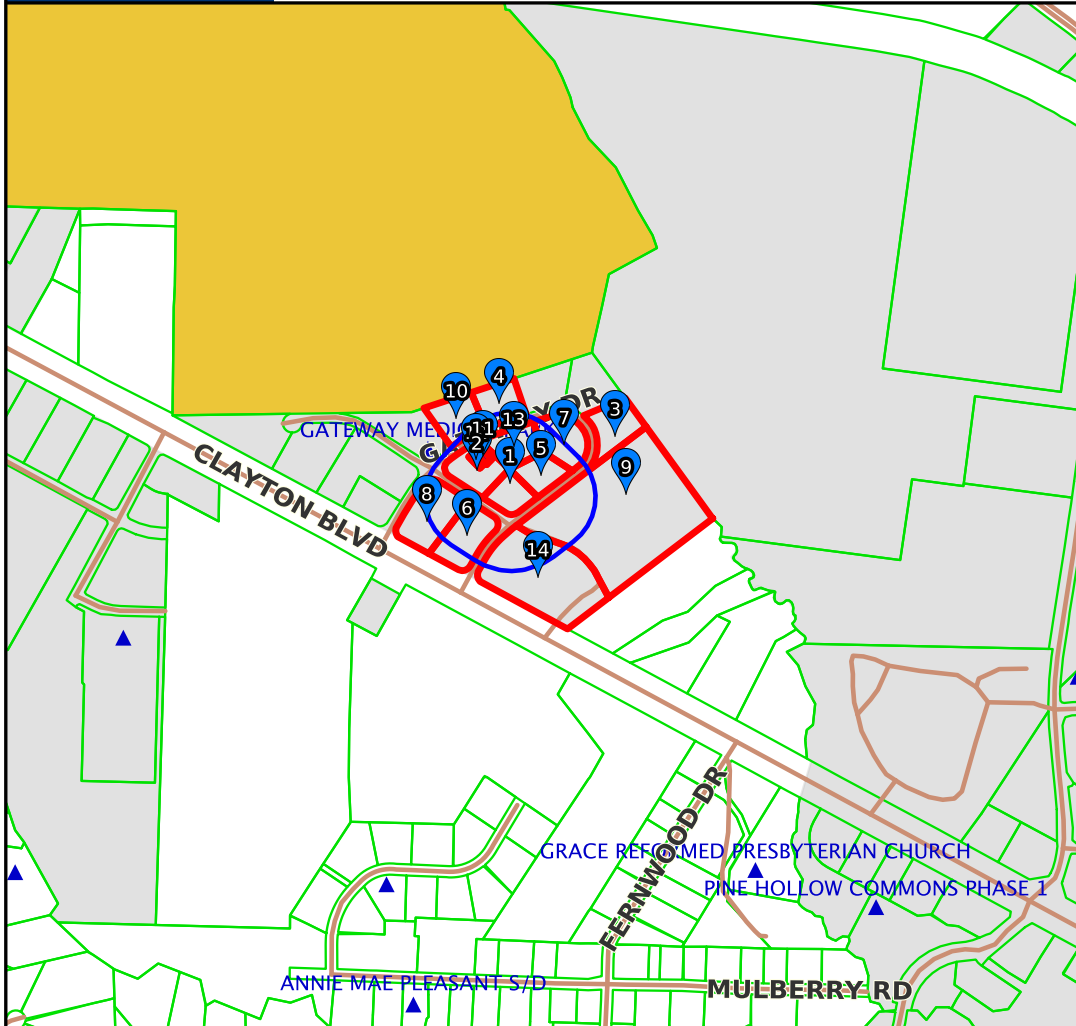


Disclaimer: Parcel Boundaries are shown for reference only. The Town of Clayton assumes no legal responsibility for this information.



*** DISCLAIMER ***

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Result 1

id: 05G02003I
Tag: 05G02003I
NCPin: 165909-26-0590
Mapsheet No: 165909
Owner Name 1: U G AND COMPANY, LLC
Owner Name 2:
Mail Address 1: 11110 EMPIRE LAKES DR
Mail Address 2:
Mail Address 3: RALEIGH, NC 27617-8583
Site Address 1:
Site Address 2:
Book: 06674
Page: 0147
Market Value: 91475
Assessed Acreage: 0.840
Calc. Acreage: 0.835
Sales Price: 150000
Sale Date: 2024-05-23

Scale: 1:10436 - 1 in. = 869.69 feet

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

Johnston County GIS
September 29, 2025



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Result 2

id: 05G02003K
Tag: 05G02003K
Owner Name 1: MCNUTT FAMILY HOLDINGS
LLC
Owner Name 2:
Mail Address 1: 303 DEVONHALL LN
Mail Address 2:
Mail Address 3: CARY, NC 27518-2654
Book: 03500
Page: 0257

Result 4

id: 05G02003C
Tag: 05G02003C
Owner Name 1: RSKIN LLC
Owner Name 2:
Mail Address 1: 128 LUXORWIND DR
Mail Address 2:
Mail Address 3: GARNER, NC 27529-4368
Book: 03328
Page: 0179

Result 6

id: 05G02002A
Tag: 05G02002A
Owner Name 1: ELEGANT EVENTS &
PLANNING LLC
Owner Name 2:
Mail Address 1: 121 RED STAR LN
Mail Address 2:
Mail Address 3: CLAYTON, NC 27520-4419
Book: 04671
Page: 0553

Result 8

id: 05G02003L
Tag: 05G02003L
Owner Name 1: GROWING CHILD ASSOCIATES
LLC
Owner Name 2:
Mail Address 1: 11130 CAPITAL BLVD
Mail Address 2:
Mail Address 3: WAKE FOREST, NC 27587-4513
Book: 01910
Page: 0551

Result 3

id: 05G02003F
Tag: 05G02003F
Owner Name 1: ARKEMIA PROPERTIES LLC
Owner Name 2:
Mail Address 1: 1621 KIRKBY LN
Mail Address 2:
Mail Address 3: RALEIGH, NC 27614-7228
Book: 04102
Page: 0526

Result 5

id: 05G02003H
Tag: 05G02003H
Owner Name 1: U G AND COMPANY, LLC
Owner Name 2:
Mail Address 1: 11110 EMPIRE LAKES DR
Mail Address 2:
Mail Address 3: RALEIGH, NC 27617-8583
Book: 06674
Page: 0147

Result 7

id: 05G02003G
Tag: 05G02003G
Owner Name 1: IMANA, LLC
Owner Name 2:
Mail Address 1: 3917 CITY OF OAKS WYND
Mail Address 2:
Mail Address 3: RALEIGH, NC 27612-5308
Book: 06427
Page: 0855

Result 9

id: 05G02006D
Tag: 05G02006D
Owner Name 1: WAKEMED PROPERTY
SERVICES
Owner Name 2:
Mail Address 1: 3000 NEW BERN AVE
Mail Address 2:
Mail Address 3: RALEIGH, NC 27610-1231
Book: 01814
Page: 0733



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Result 10

id: 05G02003B
Tag: 05G02003B
Owner Name 1: JHD DEVELOPMENT, LLC
Owner Name 2:
Mail Address 1: 312 ROCK CIR
Mail Address 2:
Mail Address 3: CLAYTON, NC 27520-8037
Book: 06048
Page: 0664

Result 11

id: 05G02095A
Tag: 05G02095A
Owner Name 1: MCNUTT FAMILY HOLDINGS LLC
Owner Name 2:
Mail Address 1: 303 DEVONHALL LN
Mail Address 2:
Mail Address 3: CARY, NC 27518-2654
Book: 03500
Page: 0257

Result 12

id: 05G02095B
Tag: 05G02095B
Owner Name 1: KOLAPPA HOLDINGS, LLC
Owner Name 2:
Mail Address 1: 400 TEW CT STE 106
Mail Address 2:
Mail Address 3: CLAYTON, NC 27520-2279
Book: 05563
Page: 0069

Result 13

id: 05G02003J
Tag: 05G02003J
Owner Name 1: ARKEMIA PROPERTIES LLC
Owner Name 2:
Mail Address 1: 1621 KIRKBY LN
Mail Address 2:
Mail Address 3: RALEIGH, NC 27614-7228
Book: 04102
Page: 0526

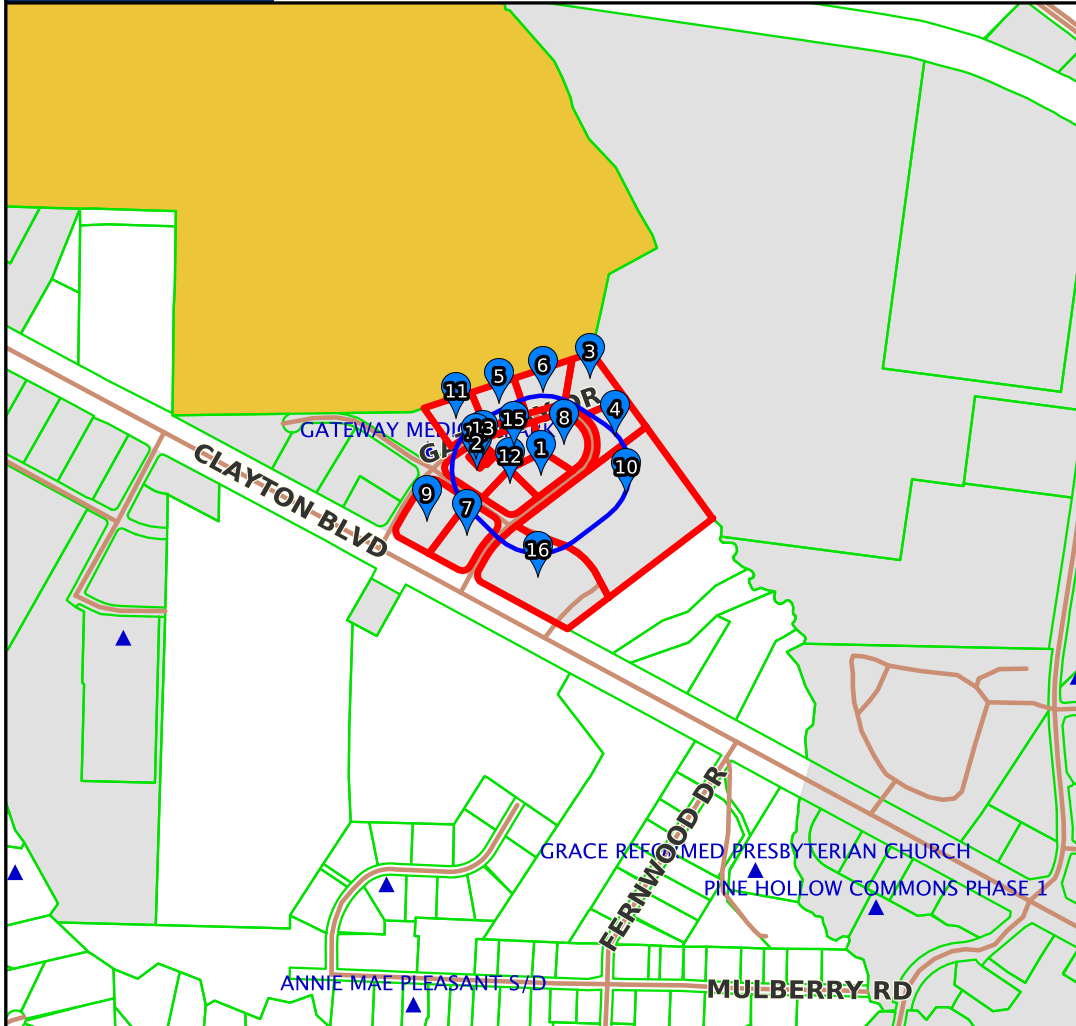
Result 14

id: 05G02002W
Tag: 05G02002W
Owner Name 1: WAKEMED PROPERTY SERVICES
Owner Name 2:
Mail Address 1: 3000 NEW BERN AVE
Mail Address 2:
Mail Address 3: RALEIGH, NC 27610-1231
Book: 01814
Page: 0733



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Result 1

id: 05G02003H
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NCPin: 165909-26-2651
Mapsheet No: 165909
Owner Name 1: U G AND COMPANY, LLC
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Mail Address 1: 11110 EMPIRE LAKES DR
Mail Address 2:
Mail Address 3: RALEIGH, NC 27617-8583
Site Address 1:
Site Address 2:
Book: 06674
Page: 0147
Market Value: 101278
Assessed Acreage: 0.930
Calc. Acreage: 0.908
Sales Price: 150000
Sale Date: 2024-05-23



Scale: 1:10436 - 1 in. = 869.69 feet

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Johnston County GIS
September 29, 2025



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Book: 03500
Page: 0257

Result 3

id: 05G02003E
Tag: 05G02003E
Owner Name 1: BOBBY DENNING PROPERTIES
LLC
Owner Name 2:
Mail Address 1: 1126 N BREAZEALE AVE
Mail Address 2:
Mail Address 3: MOUNT OLIVE, NC 28365-1121
Book: 04313
Page: 0607

Result 4

id: 05G02003F
Tag: 05G02003F
Owner Name 1: ARKEMIA PROPERTIES LLC
Owner Name 2:
Mail Address 1: 1621 KIRKBY LN
Mail Address 2:
Mail Address 3: RALEIGH, NC 27614-7228
Book: 04102
Page: 0526

Result 5

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Tag: 05G02003C
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Owner Name 2:
Mail Address 1: 128 LUXORWIND DR
Mail Address 2:
Mail Address 3: GARNER, NC 27529-4368
Book: 03328
Page: 0179

Result 6

id: 05G02003D
Tag: 05G02003D
Owner Name 1: WISDOM INTERNATIONAL,
INC.
Owner Name 2:
Mail Address 1: 2703 JONES FRANKLIN RD STE
105
Mail Address 2:
Mail Address 3: CARY, NC 27518-7172
Book: 06558
Page: 0150

Result 7

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Tag: 05G02002A
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Owner Name 2:
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Owner Name 2:
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Mail Address 2:
Mail Address 3: CARY, NC 27518-2654
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Owner Name 2:
Mail Address 1: 400 TEW CT STE 106
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Mail Address 3: CLAYTON, NC 27520-2279
Book: 05563
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Result 15

id: 05G02003J
Tag: 05G02003J
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Owner Name 2:
Mail Address 1: 1621 KIRKBY LN
Mail Address 2:
Mail Address 3: RALEIGH, NC 27614-7228
Book: 04102
Page: 0526

Result 16

id: 05G02002W
Tag: 05G02002W
Owner Name 1: WAKEMED PROPERTY
SERVICES
Owner Name 2:
Mail Address 1: 3000 NEW BERN AVE
Mail Address 2:
Mail Address 3: RALEIGH, NC 27610-1231
Book: 01814
Page: 0733

PUBLIC NOTICE

The Clayton Town Council will hold a Public Hearing at 6:00 PM on Monday, October 6, 2025, at Town Hall, 111 E. Second Street, regarding the application listed and described below. This public hearing has been scheduled and will be heard in accordance with the requirements of NCGS.

- 2025-15-CZ Gateway Drive Conditional Rezoning: Request to rezone two parcels approximately 1.77 acres from Office Institutional (OFI) to Conditional Commercial (CZC). This is a Type 1 Conditional Rezoning, which includes zoning conditions to limit a range of permitted land uses. The parcels are located off Clayton Blvd, north of the intersection of Gateway Drive and Tew Court. PIN #s 165909-26-2651 and 165909-26-0590.

These are open meetings, and the public is invited to attend. To obtain more information regarding these applications, members of the public may contact the Planning Department at 919-553-5002 or email at planning@townofclaytonnc.org.

Heidi Holland, CMC, NCCMC
Town Clerk
Town of Clayton
919-553-5002 ext. 5004

The Johnstonian Newspaper

Please advertise on the following dates:

September 24, 2025
October 1, 2025

Affidavit of publication required.



TOWN OF CLAYTON
PLANNING DEPARTMENT

111 E Second Street
Clayton, NC 27520
919-553-5002

PUBLIC NOTICE CERTIFICATION

This certifies that the project and the associated application have been publicly noticed according to NCGS, Town UDO, and Planning Department policy:

Project: 2025-15-CZ Gateway Drive Type 1 Conditional Rezoning
Town Board: Town Council
Meeting Date: Monday October 6, 2025

Public Notice Checklist			
Type	Action	Staff	Date Complete
1. Letters Mailed	Letters Mailed to Property Owners within 300'	Robert Tate	September 26, 2025
2. Property Posted	Properties Posted (3 signs)	Susan Long	September 24, 2025
3. Website Updated	Website Updated to reflect Meeting and Project Info	Lori Bryant	September 24, 2025
4. Newspaper Publish	Newspaper Ad Published by Town Clerk	Heidi Holland	September 24, 2025 and October 1, 2025

Certified by:

Haley Downey

Digitally signed by Haley Downey
DN: E=hdowney@townofclaytonnc.org, CN=Haley Downey,
OU=Community Development, OU=Townhall, OU=User
Accounts, OU=Accounts, OU=Town of Clayton,
DC=townofclaytonnc, DC=org
Date: 2025.09.25 16:05:26-04'00'

Haley Downey, AICP, CZO
Assistant Planning Director

_____ Date

Conrad Olmedo

Digitally signed by Conrad Olmedo
DN: E=conradolmedo@townofclaytonnc.org,
CN=Conrad Olmedo, OU=Community
Development, OU=Townhall, OU=User
Accounts, OU=Accounts, OU=Town of
Clayton, DC=townofclaytonnc, DC=org
Date: 2025.09.26 10:47:54-04'00'

Conrad Olmedo, AICP, CZO
Planning Director

_____ Date

VISION | A welcoming & engaged community that cherishes its charming local character & promotes economic vitality, environmental stewardship, safety, & opportunities for all.

MISSION | Dedicated & responsive public servants who provide essential services that bring people together & promote quality of life in the Clayton community.

VALUES | RESPONSIBILITY • COMMUNITY • COMMITMENT • RESPECT

www.TownofClaytonNC.org

Ordinance #2025-10-01

TOWN OF CLAYTON
AN ORDINANCE TO AMEND THE ZONING MAP OF THE
TOWN OF CLAYTON, NORTH CAROLINA IN ACCORDANCE WITH THE UNIFIED
DEVELOPMENT ORDINANCE (UDO)
#2025-15-CZ GATEWAY DRIVE CONDITIONAL REZONING, TYPE 1

WHEREAS an application has been filed with the Town of Clayton requesting an amendment to the Zoning Map of the Town of Clayton by conditionally rezoning property from the Office Institutional (OFI) zoning district to the Conditional Commercial (CZC) zoning district. The subject properties are approximately 1.77 acres combined and are located north of Clayton Blvd, along the northernly side of Gateway Drive at the intersection of Tew Court and Gateway Drive. The parcels are identified as NC PIN #s (Johnston County Tax IDs): 165909-26-2651 (05G02003H) and 165909-26-0590 (05G02003I); and

WHEREAS said properties are owned by UG and Company, LLC and

WHEREAS the Planning Board of the Town of Clayton has reviewed the proposed rezoning request at their August 25, 2025 meeting and made a recommendation thereupon; and

WHEREAS notice of a Public Hearing to consider the proposed change was published in accordance with law in The Johnstonian, a local newspaper, as required by the Town of Clayton Unified Development Ordinance Section 2.4.8.D and North Carolina General Statutes §160D-602; and

WHEREAS a notice of a public hearing to consider the proposed zoning change was mailed to the owner of the parcel(s) of land involved, as shown on the Johnston County Tax Listing, and to the owners of all parcels of land abutting that (those) parcels(s) of land and within 300 feet of the subject parcel(s) of land, as shown on the Johnston County Tax Listings, by depositing a copy of the same in the United States Mail, first class postage paid, as required by the Town of Clayton Unified Development Ordinance Section 2.4.8.E and by North Carolina General Statutes §160D-602; and

WHEREAS notice of a public hearing to consider the proposed zoning change was posted on the property as required by the Town of Clayton Unified Development Ordinance Section 2.4.8.F and by North Carolina General Statutes §160D-602 of the; and

WHEREAS the said public hearing was conducted at the Town Council meeting held at 6:00 p.m. on Monday, October 6, 2025, wherein a reasonable opportunity was given to all those in attendance to speak either in favor or against the said change to make relevant comments; and

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CLAYTON, NORTH CAROLINA, THAT:

SECTION 1. The Official Zoning Map of the Town of Clayton is hereby amended to designate the following described property as part of the Conditional Commercial (CZC) district:

General Description:

Within Clayton Town limits located north of Clayton Blvd, along the northernly side of Gateway Drive at the intersection of Tew Court and Gateway Drive. The parcels are identified as NC PIN #s (Johnston County Tax IDs): 165909-26-2651 (05G02003H) and 165909-26-0590 (05G02003I).

SECTION 2. 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 Ordinance.

SECTION 3. The applicant is requesting to require these conditions of approval:

Conditions of Approval (2025-15-CZ - Gateway Drive - Conditional Rezoning)

1. The Future Development shall meet all applicable adopted Town of Clayton Unified Development Ordinance (UDO) requirements, Town of Clayton Engineering and Stormwater design standards, and the North Carolina Fire Code and NFPA Fire standards, except where specifically modified by the approved Conditions of Approval.
2. The associated Conditions of Approval for this project shall allow for any changes in Town Development regulations, either through text or the official Zoning Map, that are considered as upzoning, downzoning, or establishment of any nonconformity.
3. The Future Development and associated development applications shall adhere to Town adopted policies and ordinances that are in effect at the time of their

submittal and acceptance for review, except as explicitly listed in these Conditions of Approval.

4. In the event the development contemplated in a Conditional Rezoning application is not substantially commenced within three (3) years from the date of the approval, the Town Council may initiate a rezoning application to return the land to its prior or to some other appropriate zoning district designation.
5. Only Principal Uses listed in the Corridor Commercial (CRM), Neighborhood Commercial (NCM), and Conditional Commercial (CZC) zoning district columns of the Principal Use Table shall be permitted, as amended, except as listed below.

Uses listed below shall be prohibited:

Agricultural Use Classification

- Animal Husbandry
- Equestrian Facility
- Farm Equipment Sales and Services
- Horticulture
- Nursery (retail or wholesale)

Commercial Use Classification:

- Animal Boarding, Indoor and Outdoor
- Bar, Cocktail Lounge, Private Club
- Bed and Breakfast
- Bottle Shop
- Bulky Item Sales
- Convenience Store (with gasoline sales)
- Flea Market
- Gasoline Sales
- Grocery Store
- Hotel or Motel
- Light Equipment Sales, Rental and Repair
- Micro-Brewery, Micro-Distillery, Micro Winery
- Nightclub or Dancehall
- Outdoor Commercial Recreation
- Parking Lot
- Parking Structure
- Recreation Vehicle Park
- Restaurant Walk-up Service Only
- Tattoo & Piercing Establishment
- Tobacco, CBD, and Vapor Shop
- Vehicle Parts and Accessory Sales
- Vehicle Repair and Service (no painting/bodywork)
- Vehicle Sales and Rental

- Vehicle Towing and Storage
- Vehicle Washing or Detailing
- Veterinarian Services, Large Animal

Industrial Use Classification:

- Contractor Services Office/Yard
- Electrical, HVAC, or Plumbing Fabrication
- Freight Terminal
- Major Utility
- Warehouse, Distribution or Storage
- Wholesale Sales, Indoor and Outdoor
- Wholesale Sales, Indoor Only

Institutional Use Classification:

- Athletic Field or Court
- Bus Station
- Cemetery or Mausoleum
- Community Garden
- Golf Course (public or private)
- Hospital
- Outdoor Recreation, Public
- Park and Ride Facility
- Park or Playground (public or private)
- Rail Related
- Religious Institution
- Residential Treatment Facility
- School, Elementary or Middle
- School, High
- School, Vocational

Residential Use Classification:

- Bungalow Court
- Duplex Dwelling
- Family Care Home
- Live/Work
- Multi-Family Dwelling
- Pocket Neighborhood
- Single-Family Attached Dwelling
- Single-Family Detached Dwelling
- Triplex or Quadplex
- Upper-Story Dwelling

6. Only Secondary Uses listed in the Corridor Commercial (CRM), Neighborhood Commercial (NCM), and Conditional Commercial (CZC) zoning district columns

of the Secondary Use Table shall be permitted, as amended, except as listed below:

Uses listed below shall be prohibited:

- Accessory Dwelling Unit, Internal
- Amateur Ham Radio
- Helistop
- Guard House, shelter, or Gatehouse
- Home Occupation, Type 1
- Home Occupation, Type 2
- Mobile Restaurant or Push Cart
- Outdoor Storage
- Parking of Heavy Trucks or Trailers
- Produce Stand
- Swimming Pool/Hot Tub
- Vehicle Repair (non-commercial)
- Vehicle Towing or Storage

SECTION 4. That the Town Council hereby adopts the following Statement of Consistency and Reasonableness for the proposed rezoning:

The request is consistent with the adopted 2045 Comprehensive Growth Plan in that:

- The subject site is designated on the Future Land Use Map as Employment Center.
- Policy LU 1.3: Encourages non-residential land uses in areas consistent with the Future Land Use Map.
- Policy LU 1.4: Encourages new businesses and non-residential development in Employment Centers designated on the Future Land Use Map.
- Strategy 1.4.3: Allows for integration of compatible uses in Employment Centers including commercial development as a supporting use.

This action is reasonable and in the public interest, in that:

- The Comprehensive Growth Plan encourages limited non-residential uses in this area via the Employment Center designation.
- The proposed conditions limit the allowable uses to ensure that future development remains consistent with the intent of the Employment Center designation.
- The request is compatible with existing zoning and land uses in the area.

SECTION 5. That this ordinance shall become effective immediately upon its adoption.

Duly adopted this 6th day of October 2025, while in regular Session.

Jody L. McLeod
Mayor

ATTEST:

APPROVED AS TO FORM:

Heidi Holland, MMC, NCCMC
Town Clerk

Jim Cauley
Town Attorney