Town of Clayton
Regular Town Council Meeting Agenda
Monday, March 4, 2024 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

1. CALL TO ORDER

a. Call to Order

b. Pledge of Allegiance

c. Invocation

2. ADJUSTMENT OF THE AGENDA

a. **POTENTIAL ACTION:** Approve or Adjust the Agenda

3. CONSENT AGENDA

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

a. Minutes

- February 5, 2024 - Closed Session
- February 19, 2024 - Regular Session
- February 19, 2024 - Closed Session
- February 20, 2024 - Council Retreat
- February 21, 2024 - Council Retreat
- February 22, 2024 - Council Retreat

Presenter: Heidi Holland, Town Clerk
February 19, 2024 - Regular Session
February 20, 2024 - Council Retreat
February 21, 2024 - Council Retreat
February 22, 2024 - Council Retreat

b. Hocutt-Ellington Memorial Library Meeting Room Policy
Presenter: Joy Garretson, Library Director
Hocutt-Ellington Memorial Library Meeting Room Policy

c. Revisions to First Amendment to Water Tower Option and (PUT) Agreement
Presenter: Joshua Baird, PE, CFM - Engineering Director
Revisions to First Amendment to Water Tower Option and (PUT) Agreement

d. OSBM Grant
Presenter: Joy Garretson, Library Director

OSBM Grant

POTENTIAL ACTION: Approve Consent Agenda as Presented

4. ADMINISTRATIVE ITEMS

5. INTRODUCTIONS AND SPECIAL PRESENTATIONS

a. Professional Designation of Fire Officer from the Center for Public Safety Excellence
- Captain Chris Carter

Presenter: Chief Ranes, Fire Chief

b. National Women's History Month
Presenter: Council Member Casey to Present to Library Staff
National Women's History Month Proclamation

c. 2024-2025 Sculpture Trail Selection
Presenter: Sara Perricone, Public Art Advisory Board Chair

6. PUBLIC HEARINGS

a. 2023-185-RZ Southern Wake Property Group Rezoning
Presenter: Steven Mott, Planner II
2023-185-RZ Southern Wake Property Group Rezoning

POTENTIAL ACTION: Adoption of Ordinance #2024-02-04 and Consistency and Reasonableness Statement

b. The Station at Old Town Hall - Economic Development Agreement
Presenters: Patrick Pierce - Economic Development Director
Kevin Lee - Secondary Investment, LLC
Christi Thompson - The Station at Old Town Hall
Erin Nenni - The Station at Old Town Hall
The Station at Old Town Hall - Economic Development Agreement - Pdf

POTENTIAL ACTION: Adoption of Resolution #2024-16

7. QUASI-JUDICIAL HEARING

a. 2023-146-SUP Powhatan Self Storage
Presenter: Steven Mott, Planner II
2023-146-SUP Powhatan Self Storage

POTENTIAL ACTION: Approval of 2023-146-SUP

Quasi-Judicial Hearing

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.

8. OLD BUSINESS

9. NEW BUSINESS

10. STAFF REPORTS

a. Town Manager

b. Town Attorney

c. Town Clerk

d. Other Staff

Grant Opportunities Notification
Presenter: Chief Ranes, Fire Chief

11. OTHER BUSINESS

a. Informal Discussion & Public Comment

- Individuals have three (3) minutes to address the Town Council.
- Groups will designate a spokesperson. The spokesperson will have five (5) minutes to address the Town Council.

b. Council Comments

12. CLOSED SESSION

a. 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

13. ADJOURNMENT

a. Adjourn

POTENTIAL ACTION: Motion To Adjourn

Town of Clayton
Regular Town Council Meeting Minutes
Monday, February 19, 2024 at 6:00 PM
Council Chambers, Town Hall
111 E. Second Street

Council Present:
Mayor Jody McLeod
Council Member Porter Casey
Council Member Andria Archer
Mayor Pro Tem Michael Sims
Council Member Gretchen Williams
Council Member Ruth Anderson

Council Absent:
None

Staff Present:
Rich Cappola, Town Manager
Jim Cauley, Town Attorney
Heidi Holland, Town Clerk
Dolores Gill, Deputy Town Manager
Lee Barbee, Deputy Town Manager
Nathanael Shelton, Communications Officer
David Ranes, Fire Chief
Joshua Baird, Engineering Director
Conrad Olmedo, Planning Director
Patrick Pierce, Economic Development Director
Ann Game, Revenue and Utility Customer Service Director

1. CALL TO ORDER

a. Call to Order

Mayor McLeod called the meeting to order at 6:00 p.m.

b. Pledge of Allegiance

Mayor McLeod led the Pledge of Allegiance.

c. Invocation

Mayor McLeod provided the Invocation.

2. ADJUSTMENT OF THE AGENDA

a. The agenda was adjusted to add item 9d. - Ferguson Waterworks NC Meter System of the Year 2024 presented by Ann Game, Revenue & Utility Customer Service Director.

Approve or Amend the Agenda

RESULT:	**CARRIED 5-0**
MOVER:	Porter Casey
SECONDER:	Andria Archer
YES:	Porter Casey, Andria Archer, Michael Sims, Gretchen Williams, and Ruth Anderson
NO:	None

3. CONSENT AGENDA

a. Minutes
- January 16, 2024 - Regular Session
- February 5, 2024 - Work Session
- February 5, 2024 - Regular Session

Presenter: Heidi Holland, Town Clerk

Approve Consent Agenda as Presented

RESULT:	**CARRIED 5-0**
MOVER:	Andria Archer
SECONDER:	Michael Sims
YES:	Porter Casey, Andria Archer, Michael Sims, Gretchen Williams, and Ruth Anderson
NO:	None

4. ADMINISTRATIVE ITEMS

5. INTRODUCTIONS AND SPECIAL PRESENTATIONS

a. National Leadership Day Proclamation
Presenter: Mayor McLeod to Read

Mayor McLeod read the National Leadership Day proclamation into the record.

b. Government Communications Day Proclamation
Presenter: Mayor McLeod to Present to Communications Department

Mayor McLeod read the proclamation for Government Communications Day Proclamation and presented it to the Communications Team.

c. Employee Appreciation Day Proclamation
Presenter: Mayor McLeod to Read

Mayor McLeod read the Employee Appreciation Day proclamation into the record.

6. PUBLIC HEARINGS

a. FY '24-25 Budget - Public Input
Presenter: Rich Cappola, Town Manager

Town Manager Cappola presented the initial public hearing for the FY ‘24-25 Budget which allowed for the public to give input. It was stated the budget survey is available on the Town’s website, so that input can be provided, and an additional public hearing would be held in May.

Mayor McLeod stated this has been noted as a public hearing. With no one wishing to speak the public hearing was closed and turned over to Council.

Mr. Cappola stated the communications team did a good job with the budget survey; this can be found on the Town’s website.

7. OLD BUSINESS

a. Budget Amendments - Water Capacity Purchase
Presenter: Rich Cappola, Town Manager

Town Manager Cappola reported this is a follow-up on an approved agreement that required additional water capacity purchase from Johnston County. It was stated the general statues are very specific as to how the funds are to be spent. This action would take $2 million from the reserve account and would purchase $2 million capacity from Johnston County.

Adoption of Ordinance #2024-02-02 & Ordinance #2024-02-03

RESULT:	**CARRIED 5-0**
MOVER:	Andria Archer
SECONDER:	Porter Casey
YES:	Andria Archer, Michael Sims, Gretchen Williams, and Ruth Anderson
NO:	None
ABSENT:	Porter Casey

8. NEW BUSINESS

9. STAFF REPORTS

a. Town Manager

Mr. Cappola stated he wanted to remind all of the 3-day retreat beginning tomorrow. He stated he is looking forward to kicking off the budget season.

b. Town Attorney

c. Town Clerk

d. Other Staff
Presenter: Ann Game - Customer Service Director

Mrs. Game reported she attended a professional development training session with Ferguson; they are the AMI Meter Census Providers. The Council was made aware of the Town of Clayton being named the Ferguson Meter System of the year for 2024. Mrs. Game reported to Council the criteria's that were met to win the award. It was stated the Town of Clayton runs the system well and is well maintained. It was also stated that the Town didn't give up during COVID, whereas there were other customers that didn't do installs during that time.

Mayor McLeod thanked Mrs. Game for all she does for the Town.

10. OTHER BUSINESS

a. Informal Discussion & Public Comment
- Individuals have three (3) minutes to address the Town Council.
- Groups will designate a spokesperson. The spokesperson will have five (5) minutes to address the Town Council.

Ms. Brandy Conway from a non-profit named Beautiful Broken Vessels. Made Council aware of the expansion from Raleigh into the Garner/Clayton area. She stated that the organization brings awareness to domestic violence and toxic relationships. Ms. Conway stated they offer two courses: one six-week course and the other is an eight-week course which consists of three different modules. The modules are self-love, relationships with those around you and relationships with your significant other. Ms. Conway brought brochures. Mayor McLeod expressed thanks to Ms. Conway for coming and sharing.

b. Council Comments

11. CLOSED SESSION

a. To Discuss Legal Matter in Accordance with NC GS 143-318.11(a)(3); To Discuss Economic Development in Accordance with NC GS 143-318.11(a)(4) and To Discuss Purchasing of Real Property in Accordance with NC GS 143-318.11(a)(5)

The first motion was made to go into closed session to discuss purchasing of real property, there was no mention of going into closed session to discuss an economic development matter. Council Member Archer made a motion to go into closed session to discuss an economic development matter with Council Member Casey seconding.

Motion To Go Into Closed Session at 6:17 p.m.

RESULT:	**CARRIED 5-0**
MOVER:	Michael Sims
SECONDER:	Porter Casey
YES:	Porter Casey, Andria Archer, Michael Sims, Gretchen Williams, and Ruth Anderson
NO:	None

Motion To Return To Open Session at 6:55 p.m.

RESULT:	**CARRIED 5-0**
MOVER:	Andria Archer
SECONDER:	Michael Sims
YES:	Porter Casey, Andria Archer, Michael Sims, Gretchen Williams, and Ruth Anderson
NO:	None

12. ADJOURNMENT

a. Adjourn

With nothing further, the meeting was adjourned at 6:56 p.m.

Motion To Adjourn

RESULT:	**CARRIED 5-0**
MOVER:	Porter Casey
SECONDER:	Michael Sims

YES:	Porter Casey, Andria Archer, Michael Sims, Gretchen Williams, and Ruth Anderson
NO:	None

Duly adopted by the Town Council this 4th day of March, 2024 while in regular session.

_____
Jody L. McLeod
Mayor

ATTEST:

_____
Heidi L. Holland, CMC, NCCMC
Town Clerk

Town of Clayton
Special Meeting - Clayton Town Council Minutes
Council Retreat
Tuesday, February 20, 2024 at 3:00 PM
Courtyard Marriott
218 E. Front Street, New Bern, NC

Council Present:
Mayor Jody McLeod
Council Member Andria Archer
Mayor Pro Tem Michael Sims
Council Member Porter Casey
Council Member Gretchen Williams
Council Member Ruth Anderson

Council Absent:
None

Staff Present:
Rich Cappola, Town Manager
Jim Cauley, Town Attorney
Heidi Holland, Town Clerk
Dolores Gill, Deputy Town Manager
Lee Barbee, Deputy Town Manager
Greg Tart, Police Chief *(joined virtually)*
Robert McKie, Finance Director *(joined virtually)*
Nathanael Shelton, Communications Officer
Patrick Pierce, Economic Development Director
Michelle Snyder, Executive Assist. to Town Manager

1 CALL TO ORDER

a) Mayor McLeod called the meeting to order at 9:48 a.m.

2 STRATEGIC PLANNING INPUT AND VISIONING

a) Dolores Gill provided a summary of the day. A mid-year report was distributed to all of Council. The majority of today is working on strategic plan. She stated we are well into the timeline. Raftelis Consulting would be taking us through all the steps of this plan today.

Ms. Gill asked Council to put 5 things on sticky notes that would be ground rules or norms as we work together the next 3 days.

Michelle Ferguson and Catherine Carter with Raftelis Consulting were present. Ms. Ferguson stated today they would talk about the overall process of the strategic plan. Shared was an agenda for the day and the norms for the day. She stated she wants to strive for consensus. Council and staff shared their expectations for the strategic plan.

Ms. Ferguson stated there are three questions she would like to ask throughout the process: what do we know to be true today; what do we hope will be true in the future; and what must go well in order to make it so. Shared were community and outreach success: Comp Plan (20-30 years), CIP and Master Plan (5-10 years), Strategic Plan (3-5 years), Governing Body Priorities/Budget (1-2 years), and Operational Plans (1-2 years). She stated strategic plans usually have a shelf life of 3-5 years but should be reviewed on an annual basis.

Shared were the strategic framework elements such as vision, key focus areas, strategic priorities, organizational mission, organizational values, performance measures. Shared was the timeline. She stated this process began in December then began the stakeholder engagement process. She stated Ms. Carter and Ms. Ferguson had the opportunity to speak with Council to get their perspective. She stated we are at the bottom of the second phase of a 5-phase process. After today, she would take what Council discussed, put all the information together and solicit community feedback. She stated they would be developing an online stakeholder website where the community would be able to provide comments and feedback on Council's framework. She stated she would also be spending time with staff to get their thoughts. In May, there would be another session for Council to hear a summary of all the feedback from the community. The next step would be to finalize all elements of the plan with the exception of the KPI (measures). Once this process is complete, this would come back to Council to adopt the plan.

She asked to hear from Council on what they believe about Clayton. Council shared their thoughts.

Ms. Carter discussed the environmental scan and provided an overview. She stated the first section discusses what we are seeing nationally and how these trends are manifesting in Clayton. The second section is some of the information learned from Council. She stated they have leveraged the community feedback and applied it to this document as well as the stakeholder information. She stated the information gathered shows that the population in Clayton has increased 63% from 2010-2020. Also, Clayton is now more diverse, and the population is younger than it has been.

One of the things that stands out is the Town has become more affluent. Median home values have increased 30%, this is a substantial increase over a short period of time. Council Member Casey asked how this compares to the surrounding communities like Raleigh. Ms. Carter stated between 2020-2022, home prices have increased 28% in Wake County. The median household income has continued to increase and the individuals living in poverty have dropped. One of the things heard is a lot of workforce pressures; how competitive the market is.

The next section focuses on stakeholders' engagement. Engagement has been through interviews, workshops and the employee survey. Pulled were top strengths heard from different groups. Shared were these results. Some of things heard were that Clayton has quality of life, is a welcoming community and has a small-town lifestyle. Also heard was the Town is affordable and the final theme heard was that staff is a strength of Clayton.

Shared were weakness and challenges. The things heard were the rapid growth of the Town, staffing levels and development pressures. One thing noted, under employees, was slow to adapt. This is not just about adding more people but thinking about how staff works. Shared were future opportunities, development and infrastructure were big mentions.

The final section discusses the survey responses and talks about mission and values. The three questions asked about mission were who are we; what do we do; and why

do we do it. Last thing discussed were values.

3 LUNCH

a) Lunch was held from 11:48 a.m. - 12:15 p.m.

4 STRATEGIC PLANNING INPUT AND VISIONING

a) Nathanael Shelton shared a Clayton 4U trailer and the first video, which shows a general overview of Council. This would launch in May. Mr. Shelton stated the trend now are reels, that's the format they are going with. These videos are geared for social media users. These would be shared at the beginning of each Council meeting.

Raftelis Consulting continued their presentation. There was discussion on accountability and responsibility. Council Member Archer shared that she thought it was interesting that development showed as a pro and con, there needs to be further Council conversation on this.

Ms. Ferguson stated they would start to discuss the question what do you hope to be true in the future. She asked Council to do an exercise that asked two questions, what is true today that you hope will still be true in 10 years and what is not true today that you hope will be true in 10 years. She asked Council to share their thoughts on these questions. She also asked what is precious about the community that you don't want to lose. Ms. Ferguson took Council's ideas and categorized them. Ideas relating to what Council would like to still be true in 10 years were vibrant downtown, desirable amenities and spaces (green spaces), infrastructure investment, transportation/transit, economic development, community engagement, diversity, and a safe and beautiful Town.

Ms. Ferguson stated with the place the Town is in now with the growth of trajectory, we have the advantage of learning of successes and not so successes.

Ms. Ferguson asked staff and Council to divide into groups to draft short aspirational statements for each of the Town's Vision and identified Focus Areas. Ms. Ferguson discussed the results of the group's discussion. There was detailed discussion on greenways, amenities, infrastructure, transportation and transit, downtown, economic development, and community engagement.

5 DAY 1 WRAP UP/DAY 2 OVERVIEW

a) Ms. Gill wrapped up the day. She asked Council to provide their feedback of what went well. Council answered stuck to the agenda, stayed focused, and active participation.

6 ADJOURNMENT

a) Adjourn

With nothing further, the meeting was adjourned at 3:25 p.m.

Motion to Adjourn

RESULT:	**CARRIED 5-0**
MOVER:	Porter Casey
SECONDER:	Michael Sims
YES:	Andria Archer, Michael Sims, Porter Casey, Gretchen Williams, and Ruth Anderson
NO:	None

Duly adopted this the 4th day of March, 2024 while in regular session.

_____
Michael Sims
Mayor Pro Tem

ATTEST:

_____
Heidi L. Holland, CMC, NCCMC
Town Clerk

Town of Clayton
Special Meeting - Clayton Town Council Minutes
Council Retreat
Wednesday, February 21, 2024 at 3:00 PM
Courtyard Marriott
218 E. Front Street, New Bern

Council Present:
Mayor Jody McLeod
Council Member Andria Archer
Mayor Pro Tem Michael Sims
Council Member Porter Casey
Council Member Gretchen Williams
Council Member Ruth Anderson

Council Absent:
None

Staff Present:
Rich Cappola, Town Manager
Jim Cauley, Town Attorney
Heidi Holland, Town Clerk
Dolores Gill, Deputy Town Manager
Lee Barbee, Deputy Town Manager
Greg Tart, Police Chief *(joined virtually)*
Robert McKie, Finance Director *(joined virtually)*
Patrick Pierce, Economic Development Director
Nathanael Shelton, Communications Officer
Michelle Snyder, Executive Assist. to Town Manager

1 BREAKFAST AND PREPARE FOR MORNING SESSION

2 CALL TO ORDER

a) Mayor McLeod called the meeting to order at 8:45 a.m.

3 TRUE COLORS LEADERSHIP TRAINING (ADVANCED)

a) Ms. Gill recapped Day 1. She discussed that she recently attended the True Colors Assessment test training. She discussed further the process and history of this test. She discussed the goals for the morning. She started this exercise with Council. Everyone was divided into the colors that the test showed for their personal assessment.

4 WASHINGTON, NC DOWNTOWN WALKING TOUR

a) With nothing further, the meeting was recessed to attend the Washington Tour at 10:00 a.m.

Adjourn

RESULT:	**CARRIED 5-0**
MOVER:	Porter Casey
SECONDER:	Michael Sims
YES:	Andria Archer, Michael Sims, Porter Casey, Gretchen Williams, and Ruth Anderson
NO:	None

5 ADJOURNMENT

a) With nothing further, the meeting was adjourned at 5:15 p.m.

Adjourn

RESULT:	**CARRIED 5-0**
MOVER:	Michael Sims
SECONDER:	Andria Archer
YES:	Andria Archer, Michael Sims, Porter Casey, Gretchen Williams, and Ruth Anderson
NO:	None

Duly adopted this the 4th day of March, 2024 while in regular session.

_____
Michael Sims
Mayor Pro Tem

ATTEST:

_____
Heidi L. Holland, CMC, NCCMC
Town Clerk

Town of Clayton
Special Meeting - Clayton Town Council Minutes
Council Retreat
Thursday, February 22, 2024 at 3:00 PM
Courtyard Marriott
218 E. Front Street, New Bern, NC

Council Present:
Mayor Jody McLeod
Council Member Andria Archer
Mayor Pro Tem Michael Sims
Council Member Porter Casey
Council Member Gretchen Williams
Council Member Ruth Anderson

Council Absent:
None

Staff Present:
Rich Cappola, Town Manager
Jim Cauley, Town Attorney
Heidi Holland, Town Clerk
Dolores Gill, Deputy Town Manager
Lee Barbee, Deputy Town Manager
Greg Tart, Police Chief *(joined virtually)*
Robert McKie, Finance Director
Patrick Pierce, Economic Development Director
Michelle Snyder, Executive Assist. to Town Manager

1 BREAKFAST AND PREPARE FOR MORNING SESSION

2 CALL TO ORDER

a) Mayor McLeod called the meeting to order at 8:42 a.m.

3 COUNCIL DISCUSSION

a)

b) Ms. Gill recapped Day 2. She asked Council what went well yesterday; it was stated it was enlightening and the Washington trip opened up a lot of possibilities of what to do and not to do; gained value in growing relationships.

Social District
Mr. Pierce stated 50+ communities have adopted a social district. He stated an open house with businesses and community business was held, as well as online training, then an in person open house was held where about 25-30 people participated online; 50 citizens received a presentation, and one person attended the open house. Shared was the map of the taskforce's map recommendation.

There was Council feedback on how to stick this to the core of downtown clayton. The core recommended going go to Ellington then extend to smith. First street is part of this on the First Street Tavern side. It was stated to keep this on the north side of Second Street so it would not go by police or the church. There would be signs up to make sure citizens know the boundaries. The hours proposed are Monday through Saturday 10 a.m. through 10 p.m. and Sunday 12 p.m. – 10 a.m. It would be budgeted

to add 8 trash cans to include cans at exit points. Shared were the proposed stickers that would have sold by and the date and time on them.

Shared was the required signage that would be on the signs and stickers that would go on ABC permit and involved establishments. Chief Tart stated, on the original map when he looked at it, he felt like it was too big of a footprint to start off with. The map has been since condensed. One recommendation, if decide to adopt, is to do it on a temporary basic to see how this goes. There was mention of checking the cost of services to see if there is an increase. There was discussion on issues with Cardinal and First Street, must look at it from that aspect and see if this would cause more problems at those establishments. There was discussion to do this on a six month trial to see how this goes.

Council Member Archer asked what time the issue happened at Cardinal, Chief Tart stated it was at 1:30 a.m. Mr. Pierce stated Council has the option to reverse the ordinance that would adopt this when they would like. Council Member Anderson stated the taskforce members did not have any issues with social district piece of that. Discussed were concerns of the proposed time; this could lead to problems if there was someone that could over indulge. It was stated Council could always increase the hours if see its working well but it would be harder to reduce the hours. Council Member Anderson likes the idea of a smaller map and could always increase the area. Council Member Archer stated her drive has been the economic piece of this.

Regarding the hours and the shop Saturday Mimosas walk she did think there were any issues with this event. She stated to let's consider events like the mimosa walk that starts at 10:00 a.m. Discussion of doing holiday hours. Council Member Casey thinks 10 p.m. is a good cut off point, may encourage businesses to stay open later.

Council Member Sims asked what is the timing of rolling this out? Once Council approves, ABC needs 60-90 days to look at it, proposed would be a late spring early summer to roll out. It was stated the businesses have to right to refuse to serve, the responsibility falls back to the business owner. Signage talks about the boundaries, and the do's and don'ts.

There was discussion on certain types of issues to pull the plug; one would be if citizens go outside of the boundary and public drunkenness. It was asked for the Police Department to provide a quarterly report on how many incidents occur. It was stated there are provisions for special events and the Town would still have the ability to do an event like this, these would need to be approved. Council Member Archer stated having attended other municipalities with social districts in other municipalities, and in her experience, this has been a structured event. It was consensus of Council to move forward with the smaller map; with hours Monday through Saturday 10 a.m. through 10 p.m. and Sunday 12 p.m. – 10 a.m. and with a quarterly report provided.

Chief Tart stated he believes the majority of people would do what they are supposed to do. Council Member Williams asked if there was any way we could have a monthly report in the beginning instead of quarterly? Council Member Sims stated he thinks quarterly is the way to go. Chief Tart stated it would be difficult to run number monthly; it would be easier to do this every quarter. Council Member Williams stated if there is anything Council needs to know, she would like to know. She stated she is good with

the quarterly report.

Next steps would be to get a timeline; get it on regular agenda and a possible soft roll out. Mr. Pierce stated he would try to get his on a March agenda and roll this out beginning of summer. Attorney Cauley stated we need to factor in the time it takes for ABC to review.

Parking In Downtown

There was detailed discussion on parking in downtown. Council Member Archer asked if we have a long-term parking plan. She asked if Council needed to start talking about this. There was discussion on possible costs and asked if there were any options to solve this. Ms. Gill stated as we start thinking about this, we have a master plan coming to a future work session.

Council Member Archer stated to build a toolbox but does Council think now is the right time or wait until some projects have knocked off the CIP. Ms. Gill stated the exploration side is good to be armed and ready and helps determine where Council wants to do with other elements that come through the strategic planning. She stated she is hearing to stay on top of this so when get to this, we would not have to waste time on where to go next. Council Member Archer stated she would like to create a Toolbox as long as this doesn't take a lot of work on something that would not begin for another 5 years. Mr. Cappola stated they would put together talking points for Council on this.

Code Enforcement

A presentation from a code enforcement staff member was shared. Code Enforcement Office Jon Weckesser, Inspector Barry Alston and Planning Director Conrad Olmedo, spent some time riding around doing assessments and looking at trends and patterns. They came to an Executive Team meeting to provide a high level summary report. The current ordinance was created in 1983 with minor updates in 1989. The language in the ordinance is not current. Staff would look into a total ordinance restructure. It was stated the owner-occupied houses are a rate of 66.5 which means we infer that 34 of dwellings are rentals.

Minimum housing typical issues were shared, some issues include peeling paint and rotting wood on homes.

3 alternatives were shared. It is staff recommendations to update the minimum housing code, provide a dedicated point of contact (hiring another position), develop protocol of case management, respond to complaints and issues as well as take proactive preventive care of min. housing, and be proactive on issues that are outstanding and posing as a threat to quality of life for citizens.

There was discussion on hiring a new position to help with this, it was stated that is proposed for 2025. Chief Barbee stated this would include training, certification, and equipment. Mr. Cappola stated right now the ordinance could be updated but this would have to apply to everyone and be consistent. Council Member Archer stated the Town could do a public awareness campaign, with a slow rollout option; this is overdue. Council Member Casey stated this could give us the opportunity to get on the commercial side of this too. Council Member Anderson stated she agrees with Mr.

Barbee's timeline for the goal.

Ms. Gill stated she is hearing to take the current code and keep status updates on how code enforcement is doing. It was consensus of Council that this is moving in the right direction but need to stay in the forefront of this.

The Shotwell and Covered bridge intersection was briefly discussed. There would be more discussion on this. Mr. Pierce stated there is a contract for this with NCDOT that would begin in May.

Council Legal Updates
Jim Cauley provided broad topics on government. Discussed were policy makers & types of governments. Attorney Cauley spoke on elected officials receiving calls from citizens. He stated Council receives those in a staff capacity and not as an elected official; he stated to let staff do their job.

Discussed were types of municipal governments, authority of elected officials and forms of government. He stated Council is responsible for exercising and executing all powers, functions, rights, privilege, and immunities and provide by the charter. He stated municipalities may only do things that NC legislative permits.

Discussed were Open Meetings, Type of Records, and Public records. Voting and Quorum requirements were also discussed as well as social media, excusing members from voting and conflict of interests.

Future of Clayton
Briefly discussion were some topics that are scheduled to come to a future work session. Briefly discussed was water supply in Clayton.

It was consensus of Council for Staff move for with an RFQ for phase 2; to parallel a path for negotiations and wrap up in about six months.

Funding
Mr. Cappola discussed the leverage funding types for projects in the Town. Each has pros and cons based on the nature of the project. The first one is GO bonds. Description: town's taxing power pledge, voter approval required. Projects: infrastructure improvements, community facilities, public safety enhancements. Additional considerations: This requires voter approval. Offers lower interest rates due to the security of the Town's taxing power. May have limitations on borrowing capacity.

Next is revenue bonds. Description: specific revenue pledged; taking power not pledged so no vote required. Projects: revenue generating infrastructure, public private partnerships, economic development projects. Example: construction of new water treatment plants, development of public-private partnership for mixed use commercial project. Additional consideration: provide flexibility as voter approved is not required. Finance is tied to revenue streams, required careful analysis. Mr. McKie stated bonds have rate covenants and we are legally forced to do a rate study and adopt recommendations on the rate study which means you could have to raise rates.

Next discussed were COPS or LOBS. Voter approval not required Description: specify property pledged. Projects: capital projects w specific revenue streams, lease financing arrangements. Additional consideration: no voter approval needed; requires careful assessment of property value; and lease financing arrangements may result in the long-term financial obligations.

Next discussed was Installment purchase. Description: property that is financed used as collateral. Projects: equipment purchases, infrastructure improvement w specific assets used as collateral. Examples: financing new vehicle and purchasing of equipment for the Wastewater Treatment Plant upgrade. Additional considerations: provide flexibility for financing and this requires thorough evaluation of the value and useful financial assets.

Discussed was State revolving loans. Mr. McKie stated these have favorable terms. The maximum we could get is 30 million and there are very narrow projects which it could be used for (water and sewer only).

There was brief discussion on grants; a lot we do not qualify for.

It was stated there are a lot of different funding options out there with pros and cons. McKie discussed terms of public safety projects coming up. He stated if Council wants to pursue the GO bond, need to start working on it this spring. It was asked if we started today and want to do a LOB bond, how long until we have money in hand. Mr. McKie stated no longer than 90 days.

Mayor McLeod stated timing is everything on this. He stated we have a good relationship with the LGC and that is a plus. There was discussion on whether to go with GO bond or LOB route. Mayor McLeod stated he would like to see an example of how it would look on the GO bond. Mr. Cappola stated yes, he would provide an example.

Advisory Board Code of Conduct

Mr. Holland discussed research of other municipalities of who requires there advisory boards to sign a code of conduct. It was consensus of Council that right now if they will not sign the code of conduct they would be removed from the board. Attorney Cauley will develop a resolution indicating they would be removed from the board and this would be followed up by a policy adopted by Council. Ms. Holland stated she would put in the board application that prior to a citizen applying, they would have to do sign a Code of Conduct. It was Consensus of Council to move forward with the resolution, policy and modifying the application.

Legislation Agenda

Mr. Cappola stated there was a general request to discuss the legislation agenda. There was detailed discussion on the relationship between town and Johnston County.

It was consensus of Council to have Mr. Cappola research information such as: ask Johnston County what is the total revenue generated from the TOC; what is % that Johnston County makes annually from what is generated from the TOC; what is

Johnston County annual contribution to their fund balance; and what is the current total in Johnston County's fund balance. Would like these numbers for the last 5 years.

4 LUNCH

a) Lunch was held from 12:00 - 12:30 p.m.

5 TOWN MANAGER UPDATE SESSION

a) Mr. Cappola shared the Spring retreat presentation. Shared were 23/24 priorities:

- Recruiting
- Staff capacity
- Recruitment and retention strategy
- Operational plan for Sam's Branch WRF
- Key decision on general, electric and water/sewer CIP

Shared were the positions that have recently been staffed and positions that need to be filled. He stated they would be looking at reorganizing water resources as a whole.

Recruitment strategies have all been implemented. Discussion on staff capacity and upcoming training. Discussed were major modernization initiatives. Operational plans were shared.

Shared were challenges of FY25 which included completion of goals and projects, organizational staffing and capacity, operational budget and implementation of strategic plan, capital investment strategy, and enterprise resource planning software transition.

6 ADJOURNMENT

a) Adjourn

With nothing further, the meeting was adjourned at 3:21 p.m.

Motion To Adjourn

RESULT:	**CARRIED 5-0**
MOVER:	Porter Casey
SECONDER:	Andria Archer
YES:	Andria Archer, Michael Sims, Porter Casey, Gretchen Williams, and Ruth Anderson
NO:	None

Duly adopted this the 4th day of March, 2024 while in regular session.

_____

Michael Sims

Mayor Pro Tem

ATTEST:

_____
Heidi L. Holland, CMC, NCCMC
Town Clerk

Regular Town Council Meeting
Agenda Cover Sheet

Meeting Date	Agenda Location
March 4, 2024	CONSENT AGENDA

Item Title

Hocutt-Ellington Memorial Library Meeting Room Policy

Presenter(s)

Joy Garretson, Library Director

Suggested Action

Place on Consent Agenda

Strategic Priorities Alignment

☒ Think Clayton (Administrative)	☐ Think Arts & Culture	☐ Think Downtown	☐ Think Economic Development	☐ Think Land Use & Housing	☐ Think Mobility	☐ Think Parks, Recreation & Natural Resources	☐ Think Public Services & Infrastructure

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

The Hocutt-Ellington Memorial Library has updated its Meeting Room Policy. This policy was agreed upon by the Library Advisory Board, has been reviewed by the town attorney, and should be reviewed and agreed upon by the Town Council.

Background/History

The library reviews policies on a regular basis. This Meeting Room policy falls into line with Library Meeting Room policies around the state, follows the rules of public forums, and has been vetted by the town attorney.

Recommendation

Approve policy.

Funding Source

N/A

Cost

No

Corresponding Documentation

Library Meeting Room Policy

Resolution Adopting Meeting Room Policy

Submitted By: Joy Garretson, Library

Reviewed By:

Rich Cappola, Town Manager	Approved - Feb 29 2024
Heidi Holland, Town Clerk	Approved - Feb 29 2024

Town of Clayton Policy & Procedure Statement

Policy Number	LIBRARY 2024-01
Department	Library
Subject	Meeting Room Policy
Approved By	Town Council
Effective Date	March 4, 2024; Resolution #2024-15
Revision Date(s)	

Policy:
This policy shall remain in effect until such time as amended by the Town Council

November 2023 Revision

MEETING ROOM POLICY

The Hocutt-Ellington Memorial Library ("Library") makes its meeting room available for free to individuals, community groups, and organizations for educational, cultural, and informational meetings of public interest. The Library shall not discriminate in providing space on the basis of race, religion, age, sex, gender identity, sexual orientation, national origin, or disability. Use of the facility in no way constitutes the Library's endorsement of any group's activities or beliefs.

The Library's meeting room is not available for private events such as graduations, weddings, birthday, or anniversary parties. Use of the meeting room is made available to all groups on a first come, first served basis subject to the requirements which follow.

Reserving the Meeting Room

1. A valid, full-privileges Hocutt-Ellington Memorial Library card is required to reserve the meeting room. Rooms may only be reserved by adults ages 18+.
2. Application to use the meeting room must be made by submitting the attached application form online or in person up to 45 days in advance. *Find the Application form at the end of this policy.*
3. Applications will be accepted and scheduled in the order received. Upon approval of application, the applicant will receive an email or phone call confirming the meeting room reservation.
4. To ensure the most equitable use of meeting rooms, only one meeting at a time may be scheduled. Following a meeting, a group may schedule another meeting if the room is available at the desired time.
5. When booking the space, groups should allow sufficient time before the library closes for set-up, break-down, and clean-up. **Meetings must be concluded and the meeting room must be vacated 15 minutes prior to regular library closing time.**

Meeting Room Capacity, Setup, and Breakdown:

1. The number in attendance at a meeting must not exceed the seating capacity of the meeting room. The capacity is set at 60 people. Library staff reserve the right to decline use of the meeting room or to ask patrons to leave if the number of persons in the room exceeds its posted capacity.
2. Setup for the meeting room is the responsibility of the group reserving the room. The users will be responsible for arranging the room for the meeting and for leaving the room in the same condition in which they found it. **The library has provided a binder with photos detailing the setup of the room. This binder is located on top of the grey shelving unit under the TV.**
3. Groups or individuals wishing to use the television and computer must indicate this on the application. Directions for use are included in the binder mentioned above.
4. Materials may not be attached to walls, windows, doors or furnishings. Unauthorized signs will be removed.
5. Groups using the meeting room must assume all responsibility for any damage to the Library facilities.

Regulations and Procedures:

1. Programs sponsored by the Library, the HEML Library Board, and other Library and Town-related organizations will be given priority for the use of the meeting room.

2. All meetings must be open to the public. Allowing use of the public meeting room does not constitute the library's endorsement of the beliefs or ideas expressed by organizations or individuals using the space.
3. Programs and exhibits may not disrupt the use of the library by others. Persons attending the meeting are subject to the Library's **Rules and Regulations for Conduct in the Library.** The library director may deny use of meeting rooms for any program or meeting likely to disrupt the use of the library by others. The library reserves the right to decline any reservation for any reason.
4. An authorized adult representative of the group reserving the meeting room must remain on the premises for the duration of the period for which it is reserved.
5. No fees, dues, or donations may be charged or solicited by the user for any program or exhibit. Solicitation for later sales and client contact is not allowed.
6. Each group is responsible for its own publicity. All advertisements for events must clearly indicate the identity of the sponsoring organization and in no way imply the event is sponsored by the Library.

ibility

The Library assumes no responsibility for lost or stolen items or damage to vehicles in the parking lot. Signing of the application by an individual or any representative of the group and/or organization releases the Library of any responsibility for damage or loss suffered during the period of agreement. Groups, individuals and/or organizations shall indemnify, defend and hold harmless the Library, the Town of Clayton and its officers, agents, and employees from and against any and all claims, suits, actions of any kind, arising and resulting and accruing from any negligent act, omission or error of the group, individual and/or organization resulting in or relating to personal injuries or property damage arising from the organization/group's use of the library meeting room.

The Library Director and Town Administration have the right to reject any group and/or individual at any time for any present or past guideline violations.

*North Carolina General Statute 163-99 requires that our meeting rooms be made available for political parties' (as defined by NCGS 163-96) annual or biennial precinct meetings and county and district conventions.

Resolution #2024-15

TOWN OF CLAYTON
MEETING ROOM POLICY

BE IT RESOLVED by the Clayton Town Council to adopt the Meeting Room Policy as follows:

The Hocutt-Ellington Memorial Library ("Library") makes its meeting room available for free to individuals, community groups, and organizations for educational, cultural, and informational meetings of public interest. The Library shall not discriminate in providing space on the basis of race, religion, age, sex, gender identity, sexual orientation, national origin, or disability. Use of the facility in no way constitutes the Library's endorsement of any group's activities or beliefs.

The Library's meeting room is not available for private events such as graduations, weddings, birthday, or anniversary parties. Use of the meeting room is made available to all groups on a first come, first served basis subject to the requirements which follow.

Reserving the Meeting Room

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3. Groups or individuals wishing to use the television and computer must indicate this on the application. Directions for use are included in the binder mentioned above.

4. Materials may not be attached to walls, windows, doors or furnishings. Unauthorized signs will be removed.
5. Groups using the meeting room must assume all responsibility for any damage to the Library facilities.

Regulations and Procedures:

1. Programs sponsored by the Library, the HEML Library Board, and other Library and Town-related organizations will be given priority for the use of the meeting room.
2. All meetings must be open to the public. Allowing use of the public meeting room does not constitute the library's endorsement of the beliefs or ideas expressed by organizations or individuals using the space.
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The Library assumes no responsibility for lost or stolen items or damage to vehicles in the parking lot. Signing of the application by an individual or any representative of the group and/or organization releases the Library of any responsibility for damage or loss suffered during the period of agreement. Groups, individuals and/or organizations shall indemnify, defend and hold harmless the Library, the Town of Clayton and its officers, agents, and employees from and against any and all claims, suits, actions of any kind, arising and resulting and accruing from any negligent act, omission or error of the group, individual and/or organization resulting in or relating to personal injuries or property damage arising from the organization/group's use of the library meeting room.

The Library Director and Town Administration have the right to reject any group and/or individual at any time for any present or past guideline violations.

*North Carolina General Statute 163-99 requires that our meeting rooms be made available for political parties' (as defined by NCGS 163-96) annual or biennial precinct meetings and county and district conventions.

Duly adopted this the 4th day of March, 2024 while in regular session.

_____
Michael Sims
Mayor Pro Tem

ATTEST:

_____
Heidi L. Holland, CMC, NCCMC
Town Clerk

Regular Town Council Meeting
Agenda Cover Sheet

Meeting Date	Agenda Location
March 4, 2024	CONSENT AGENDA

Item Title

Revisions to First Amendment to Water Tower Option and (PUT) Agreement

Presenter(s)

Joshua Baird, PE, CFM - Engineering Director

Suggested Action

Approval of Agreement

Strategic Priorities Alignment

☐ Think Clayton (Administrative)	☐ Think Arts & Culture	☐ Think Downtown	☐ Think Economic Development	☐ Think Land Use & Housing	☐ Think Mobility	☐ Think Parks, Recreation & Natural Resources	☒ Think Public Services & Infrastructure

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

Updates Since Previous Presentation

Milestone Dates revised to align with construction schedule and updated legal entity.

Summary

Town attorney, Town Manager and staff have coordinated with the developer to agreeable revised dates in the PUT agreement amendment based on actual construction schedules as well as update to the proper legal entity dedicating the land and making fee-in-leu payment. Revisions include: submission to the State for review and approval, Tower Site donation and access road Date, road and site access to contractor will be complete, developer payment (date not amount) to TOC have been revised. Staff request approval of the amendment and authorization for Town Manager or designee to execute the amendment in its substantial form.

Background/History

In 2021, staff requested American Rescue Plan (ARP) funds for improvements to the Town's water storage infrastructure. The Town was allocated $4,000,000 via S.L. 2021-180. Staff originally anticipated constructing additional storage within the Town's North Water Distribution System (Riverwood area). With recent changes to the North Water System disinfection process, updated hydraulic modeling, and a plan to eventually combine water systems, staff recommend modifying the existing Lumen (Copper District) PUT agreement and utilizing the ARP funds towards the proposed 1,000,000 gallon elevated storage tank to be built on the Copper District site. To do so, the Town would need to manage the construction project internally instead of the developer managing the construction and the Town purchasing the tank as outlined in the existing agreement. Staff propose the developer pay a fee-in-lieu of $1.7 million for their projects share of the storage and then 100% of the cost of the upgrading lighting and architectural package.

Funding Source

N/A

Corresponding Documentation

Water Tower Option and PUT Agreement, Nov 2021

1st Amendment to Tower Option and Put Agreement

Submitted By: Shannon Poole, Engineering

Reviewed By:

Joshua Baird, Engineering Director	Approved - Feb 29 2024
Rich Cappola, Town Manager	Approved - Feb 29 2024
Heidi Holland, Town Clerk	Approved - Feb 29 2024

WATER TOWER OPTION AND PUT AGREEMENT

THIS WATER TOWER OPTION AND PUT AGREEMENT, dated as of November 16, 2021 (this "**Agreement**"), is by and among Davis Park Leasing, LLC, a North Carolina limited liability company ("**DPL**") and the Town of Clayton, North Carolina, a municipal corporation of the State of North Carolina (the "**Town**").

WHEREAS, DPL owns +/- 74 acres of land located in the Town of Clayton, Johnston County, North Carolina, as described on **Exhibit A** attached hereto and incorporated herein (the "Property"); and

WHEREAS, DPL has agreed to provide certain elements to the Town related to the Property and its development; and

WHEREAS, DPL and the Town wish to enter into this Agreement in order to effectuate those provisions and to otherwise set forth certain rights and obligations among the parties.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

Section 1. Water Tower Construction. DPL shall construct a water tower (the "**Tower**") to be located on the Property in the location depicted on **Exhibit B** attached hereto and incorporated herein (the "**Tower Site**"), and, prior to any subdivision of the Property, a metes and bounds description of the Tower Site shall be delivered to the Town. The Tower shall be constructed pursuant in all aspects to the plans and specifications as set forth on **Exhibit C** attached hereto and incorporated herein. DPL shall perform the construction in a professional and workman-like manner and in accordance with (i) all permits and approvals obtained in connection therewith, and (ii) all applicable laws, codes, ordinances, rules and regulations.

Section 2. Option. For a period of thirty-six (36) months following the Town's issuance of a certificate of occupancy for the Tower (the "**Option Period**") and upon not less than thirty (30) days' written notice to DPL (the "**Option Notice**"), the Town shall have the exclusive right and option (the "**Option**") to purchase the Tower and the Tower Land (as defined herein) from DPL. The exercise price for the Tower and the Tower Land shall be an amount in cash or other immediately available funds equal to the lesser of (i) the actual, documented hard and soft costs of design and construction of the Tower including all reasonable and customary

costs and expenses associated therewith, and (ii) $6,500,000.00 (the "**Purchase Price**"). The Town shall pay the Purchase Price to DPL on the closing date (the "**Option Closing**"), which shall be set forth in the Option Notice, and which Option Closing shall be no more than sixty (60) days following the exercise of the Option. During Option Period, DPL shall not transfer, sale, or otherwise dispose of the Tower or the Tower Land without the prior written consent of the Town.

Section 3. Put. Notwithstanding the Option set forth above, during the Option Period and upon not less than thirty (30) days' written notice to the Town (the "**Put Notice**"), DPL shall have the right and option, but not the obligation, to require the Town to purchase the Tower and the Tower Land (the "**Put Right**") at the Purchase Price. The Town shall pay the Purchase Price to DPL on the closing date (the "**Put Closing**"), which shall be set forth in the Put Notice, and which Put Closing shall be no more than sixty (60) days following the exercise of the Put Right.

Section 4. Conveyance Documents. Upon either of the Option Closing or Put Closing, the Tower along with the +/- 40,205 square feet situated immediately thereunder (the "**Tower Land**") shall be conveyed to the Town pursuant to a special warranty deed (the "**Deed**"), which Deed shall contain a restriction prohibiting any repainting of the Tower whatsoever for a period of ten (10) years following either of the Option Closing or Put Closing except as may be strictly necessary in connection with the Town's maintenance and repair of the Tower. Notwithstanding the foregoing, the Town shall not alter the color or design of the Tower in any aspect during the pendency of DPL's ownership of the Property. At Closing, the parties shall as applicable also record a form of easement agreement governing the dedication and acceptance of the Tower as well as access rights necessary to effectuate the Town's ongoing maintenance and repair of the Tower.

Section 5. Notices. All notices, requests, demands, claims and other communications required or permitted to be delivered, given or otherwise provided under this Agreement must be in writing and must be delivered, given or otherwise provided: (a) by hand (in which case, it will be effective upon delivery); (b) by facsimile (in which case, it will be effective upon receipt of confirmation of good transmission); (c) by registered or certified first-class mail, return receipt requested (in which case, it will be effective on the fifth (5th) business day after being so mailed); or (d) by overnight delivery by a nationally recognized courier service (in which case, it will be effective on the business day after being deposited with such courier service); in each case, to the address (or facsimile number) listed below:

If to DPL, to:

Davis Park Leasing, LLC
c/o Craig Davis Properties, Inc.
8000 Weston Parkway, Suite 360
Cary, NC 27513
Attn: Craig M. Davis

with a copy (which shall not constitute notice) to:

Morningstar Law Group
421 Fayetteville Street, Suite 530
Raleigh, NC 27601

Attention: Amanda S. Bambrick
abambrick@morningstarlawgroup.com

Each of the parties to this Agreement may specify different address or facsimile number by giving notice in accordance with this Section 6 to each of the other parties hereto.

Section 6. Succession and Assignment. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, each of which such successors and permitted assigns will be deemed to be a party hereto for all purposes hereof. The Town may not assign, delegate or otherwise transfer either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval DPL. DPL shall have the right to assign its rights under this Agreement to any person or entity.

Section 7. Amendments and Waivers. No amendment or waiver of any provision of this Agreement will be valid and binding unless it is in writing and signed by the parties hereto, or in the case of a waiver, by the party against whom the waiver is to be effective. No waiver by any party of any breach or violation or, default under any covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent breach, violation, default of any covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No delay or omission on the part of any party in exercising any right, power or remedy under this Agreement will operate as a waiver thereof.

Section 8. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute but one and the same instrument.

Section 9. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. In the event that any provision hereof would, under applicable law, be invalid or unenforceable in any respect, each party hereto intends that such provision will be construed by modifying or limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable law.

Section 10. Governing Law. This Agreement, the rights of the parties and all claims arising in whole or in part under or in connection herewith, will be governed by and construed in accordance with the domestic substantive laws of the State of North Carolina, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

Section 11. Jurisdiction. Each party to this Agreement, by its execution hereof, (a) hereby irrevocably submits to the exclusive jurisdiction of the state courts of the State of North Carolina located in Raleigh or the United States District Court for the Eastern District of North Carolina for the purpose of any action between the parties arising in whole or in part under or in connection with this Agreement, (b) hereby waives to the extent not prohibited by applicable law, and agrees not to assert, by way of motion, as a defense or otherwise, in any such action, any claim that it is not subject personally to the jurisdiction of the above-named courts.

Section 12. Specific Performance. Each of the parties acknowledges and agrees that the other parties would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached or violated. Accordingly, each of the parties agrees that, without posting bond or other undertaking, the parties will be entitled to an injunction or injunctions to prevent breaches or violations of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof. This remedy shall be in addition to any other remedy to which it may be entitled, at law or in equity. Each party further agrees that, in the event of any action for specific performance in respect of such breach or violation, it will not assert that the defense that a remedy at law would be adequate.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the parties hereto as of the day and year first above written.

DPL

Davis Park Leasing, LLC,
a North Carolina limited liability company

By: Craig M. Davis
Name: Craig M. Davis
Title: MANAGER

TOWN

Town of Clayton, North Carolina,
a municipal corporation of the State of North Carolina

By:
Name: Jody L. McLeod
Title: Mayor - Town of Clayton

Exhibit A

The Property

Being the same property as the property described in Deed Book 3561 on Pages 948 and shown as "Tract 3" on Plat Book 72, Page 361 & Plat Book 76, Page 85 of the Johnston County Registry.
Clayton Township, Johnston County, North Carolina.

Being all that certain land more particularly described as follows:

BEGINNING at an Existing 2" Iron Pipe at the northwest corner of the property now or formerly owned by Joseph Christopher Johnson, et al (NC PIN# 164800-81-7856/ Book 4711, Page 595), also see Plat Book 82, Page 234, also being a common corner with Ezra Lee Penny, et al (NC PIN# 164800-72-2724 / Book 5585, Page 167), and Matthew R. Pooley, et al (NC PIN# 164800-82-6369 / Book 4421, Page 716), and having NC Grid Coordinates: Northing – 682,147.62', Easting – 2,148,063.54'; thence with the line of Joseph Christopher Johnson, et al South 01°03'08" West a distance of 471.66 feet to an Existing 1/2" Iron Pipe at the northern Right of Way of U.S. Highway 70 Bypass, a variable width, controlled access R/W; thence with the R/W of U.S. Highway 70 Bypass the following two (2) calls: North 86°09'16" West a distance of 54.42 feet to an Existing R/W Disk; thence along a curve turning to the right with an arc length of 622.65', with a radius of 5,383.69', with a chord bearing of North 81°48'05" West, with a chord length of 622.31', to an Existing R/W Disk at the corner of Ezra Lee Penny, et al; thence with the line of Ezra Lee Penny, et al the following two (2) calls: North 01°06'19" East a distance of 390.74 feet to an Existing 2" Iron Pipe; thence South 89°01'13" East a distance of 671.47 feet to the point of BEGINNING, containing an area of 294,639 square feet, or 6.76 acres, more or less.

Exhibit B

The Tower Location

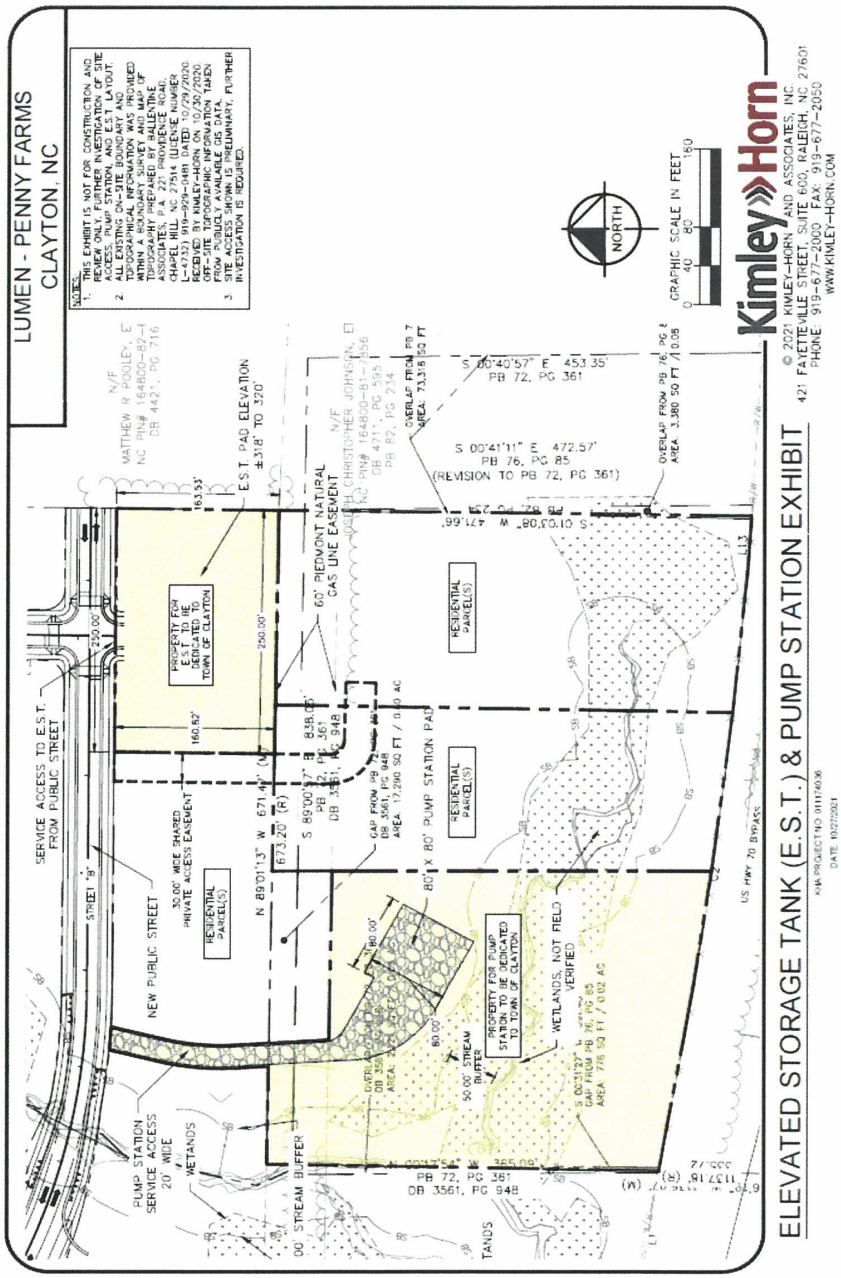


Exhibit C

The Plans and Specifications

The following is a Town of Clayton technical specification for composite elevated water storage tanks not specific to the proposed Lumen EST. The intent of this document is to set a standard for the design and construction of the proposed Lumen EST. It is understood by each party, this specification includes requirements for the EST contractor to follow including but not limited to: 'Submittals', 'Quality Assurance', 'Delivery, Storage, Handling', 'Project Conditions', 'Sequencing and Scheduling', etc. The Developer's Engineer will either design or provide construction requirements for the tank supplier to meet the intent of this specification. If necessary, the Engineer reserves the right to change specifications to meet industry standards or site specific design requirements. Deviations from this specification shall be provided to the Town of Clayton for review and approval prior to finalizing.

The Developer shall be responsible for the design and construction of the EST consistent with the following minimum requirements:

- One (1), one million gallon elevated water storage tank (EST)
    - High water elevation / overflow elevation of 492 feet mean sea level (based on the hydraulic grade line of the existing system per Johnston County)

- Primary components for the EST shall include:
    - In-line control valve vault (assume altitude valve) to control water level inside tank, and to provide bypass of the tank inlet
    - Fence and Security measures
    - The EST will be designed to have a pipe network to include:
        - One inlet pipe,
        - One outlet pipe,
        - One overflow pipe,
        - One drainage pipe
        - Overflow and drainage pipe will connect with a common discharge
        - Tank mixing and aeration devices (PAX, or equal)
        - Powered tank ventilation
- Any deviations from these specifications shall be approved by the Town of Clayton.
- Project must meet all applicable Town of Clayton Municipal Standards, Specifications and Details (MSSD).
- Prior to construction, the plans must be approved by Town of Clayton Engineering Department
- EST must meet the minimum requirements of NC DEQ - Public Water Supply Section and be approved by the NC DEQ - Water Supply Section.
- EST shall meet minimum following specifications:

COMPOSITE ELEVATED WATER STORAGE TANK

1.01 GENERAL

A. SUMMARY

1) Work Included
This Section includes the design, construction, testing and commissioning of a Composite Elevated Tank and related work including foundation, painting, electrical and appurtenances.

2) Related Documents
Drawings and the general provisions of this document, including General Conditions, Supplemental Conditions, Special Provisions and other Sections apply to work in this Section.

B. REFERENCES: The following Specifications, Codes and Standards may be referenced in this Section. All references are to the latest published edition.

1) American Concrete Institute (ACI)
- 117-10 Standard Tolerances for Concrete Construction and Materials
- 228.1R-03 In-Place Methods to Estimate Concrete Strength
- 301-05 Specification for Structural Concrete
- 304-00 Guide for Measuring, Mixing, Transporting and Placing Concrete
- 305-10 Hot Weather Concreting
- 306-10 Cold Weather Concreting
- 318-08 Building Code Requirements for Structural Concrete
- 347-04 Guide to Formwork for Concrete
- 371R-08 Guide for the Analysis, Design and Construction of Elevated Concrete and Composite Steel-Concrete Water Storage Tanks

2) American Institute of Steel Construction (AISC)
- S335 Specification for Structural Steel Buildings

3) American National Standards Institute (ANSI)
- B16.5 Pipe Flanges and Flanged Fittings

4) American Society of Civil Engineers (ASCE)
- ASCE 7 Minimum Design Loads for Buildings and Other Structures

5) American Society for Testing Materials (ASTM)
- A 123 Zinc Coatings on Iron and Steel Products
- A 240 Stainless Steel Plate, Sheet and Strip for Pressure Vessels
- A 285 Pressure Vessel Plates, Carbon Steel
- A 774 Welded Stainless Steel Fittings
- A 778 Welded Stainless Steel Tubular Products

6) American Water Works Association (AWWA)
- C652-11 Disinfection of Water-Storage Facilities

D100-11 Welded Steel Tanks for Water Storage
D102-11 Coating Steel Water Storage Tanks
D107-10 Composite Elevated Tanks for Water Storage

7) Federal Aviation Administration (FAA)
70/7460-1H Obstruction Marking and Lighting

8) National Association of Corrosion Engineers (NACE)
RP0178 Recommended Practice - Fabrication Details, Surface Finish Requirements and Proper Design Considerations for Tanks and Vessels to be Lined for Immersion Service

9) National Fire Protection Association (NFPA)
NEC National Electric Code
780 Standard for the Installation of Lightning Protection Systems

10) National Sanitation Foundation (NSF)
61 Standard for Drinking Water System Components

11) Occupational Safety and Health Administration (OSHA)
29 CFR Part 1926 Safety and Health Regulations for Construction

12) Steel Structures Painting Council (SSPC)
VIS-89 Visual Standard for Abrasive Blast Cleaned Steel

C. SYSTEM DESCRIPTION

1) Elevated Tank
The Composite Elevated Tank shall consist of the following: foundation, reinforced concrete support structure and a welded steel water tank. The support tower shall extend vertically from the foundation as a circular concrete support structure/wall. A structural concrete dome shall be provided as structural support for the contained water within the perimeter of the wall. A reinforced concrete ring beam shall be provided to connect the welded steel water tank, concrete dome and concrete support wall. The Composite Elevated Tank shall be in accordance with the shape, dimensions and details required by these Specifications and Drawings. Dimensions may be slightly adjusted to suit the Composite Elevated Tank Manufacturer's standard welded steel water tank shape.

2) Operating Parameters
Minimum capacity within operating range 1,000,000 gallons
Elevation - overflow/top capacity 492 ft.

3) General Design
Design Standards
The structural design of the Composite Elevated Water Storage Tank shall conform to AWWA D107 and the following design standards. In case of conflict between the Standard and the criteria listed below, the more stringent requirement shall apply.

Reinforced Concrete Foundation - ACI 318
Concrete Support Structure – AWWA D107 and ACI 318
Welded Steel Water Tank - AWWA D107

4) Foundation Design – AWWA D107
The foundation shall be designed by the Composite Elevated Water Storage Tank Contractor to safely support the structure based on the foundation recommendations within the geotechnical consultant's soil report (See also 1.7.2). Foundations shall be sized in accordance with load combinations defined by AWWA D-107, Sec. 4.3

D. SUBMITTALS

1) Proposal (Submit the following with the proposal):

a) Experience List - A completed contracts summary shall demonstrate a minimum of ten years experience in the design and construction of Composite Elevated Tanks. Contractor shall list a minimum of five completed Composite Elevated Tanks of similar capacity. Provide the location, capacity, Owner's name and contact information, Engineer's name and contact information and year completed. Failure to provide this information shall be cause for rejection of the bid (See also 1.5.1).

b) Tank Drawing - A preliminary section view drawing of each sized Composite Elevated Tank proposed for this project. The drawing shall include sufficient detail to illustrate tank geometry, materials of construction, primary dimensions, the high water level elevation, concrete support structure wall thickness and other information required to show compliance with this Specification. If the proposed design does not comply with this Specification, the bid shall be cause for rejection of the bid.

c) Foundation Drawing – A drawing of the preliminary design of the foundation for each sized Composite Elevated Tank proposed for this project. The drawing shall include sufficient detail to illustrate foundation geometry, materials of construction, preliminary dimensions and approximate quantities of concrete and reinforcing steel. Failure to provide this information shall be cause for rejection of the bid.

2) Construction Drawings

a) Provide elevation, plan and sectional view drawings of the foundation, concrete support structure, welded steel water tank and all appurtenant equipment and accessories. Show the location, dimensions, material specifications and finish requirements. The submission shall be sealed by a professional engineer registered in the State of North Carolina.

b) Reinforced concrete details shall include construction joints, openings and inserts. Reinforcement shall be clearly indicated on the structural drawings and identified by mark numbers that are used on the fabrication schedule. Location, spacing and splice dimensions shall also be shown. Placement and fabrication details shall conform to ACI 318.

c) Steel tank details shall include weld joints and a layout showing all primary and secondary shop and field welds.

3) Construction Procedures

a) Provide design, detail drawings and procedures for the support structure forming system. Details shall include location of form and construction joints, rustications and any form ties. The criteria and minimum elapsed time for adjacent concrete placement shall also be clearly stated in the construction procedures. Procedures shall yield a minimum of twenty-four (24) hours of cure time before form removal (See also 3.2.2).

b) Provide shop and field weld procedures for all structural joints on the steel tank.

4) Design Data

a) Provide a table showing capacity of the tank in gallons at all levels in one ft. increments.

5) Provide a summary of the design for the foundation, concrete support structure, welded steel water tank and other components. Include the design basis, the loads and load combinations and the results, including environmental loads (wind load, seismic load, and snow load.

6) Product Data

a) Provide separate concrete mix designs for each specified concrete compressive strength indicated on the drawings.

b) Provide technical data and manufacturer's standard color chart of all coating products to be used.

c) Provide manufacturer's descriptive information for appurtenant equipment and accessories that are not detailed on the construction drawings.

7) Reports/Certification

a) Provide documentation of all tests, inspections and certifications required by this Section.

b) Provide general qualifications of all welders.

8) Operation/Maintenance
Provide operating instructions and maintenance procedures for the Composite Elevated Tank and applicable appurtenant equipment, mechanical components and miscellaneous accessories.

E. QUALITY ASSURANCE

1) Qualification of Manufacturer

a) A turnkey Composite Elevated Tank Manufacturer/Contractor shall perform the work described in this Section. No part of the design or construction of the concrete support structure or welded steel water tank shall be subcontracted. The Contractor shall have designed, constructed and placed in service a minimum of five (5) Composite Elevated Tanks of similar capacity in the past ten (10) years.

b) The Contractor shall employ a full-time Professional Engineer with a minimum five (5) years cumulative experience in the design and construction of Composite Elevated Tanks. The engineer shall be registered in accordance with these specifications and shall be in responsible charge of the work.

c) The Contractor shall own and maintain all equipment necessary for the turnkey construction of the Composite Elevated Tank as specified herein. This includes the formwork for the concrete support structure construction as well as the fabrication and erection equipment required for the welded steel water tank construction. Neither the concrete support structure construction or the welded steel water tank fabrication and erection shall be subcontracted.

d) As providing a safe work environment is critical for this project, other contractors, and the community, to be approved to bid on this project, given the complexity, and risk associated with the work, all tank contractors are required to have an Experience Modification Rate (EMR) below 0.75 and a Total Recordable Incident Rate (TRIR) below 2.5 for the last three (3) years. Bidders are required to verify the above requirement by providing with their proposal a statement from their insurance carrier confirming the EMR requirement, and their last three (3) years of OSHA 300 Logs to confirm the TRIR requirement.

2) Regulatory Requirements

a) The Specifications, Codes and Standards referenced in paragraph 1.2 shall govern the work with regard to materials, design, construction, inspection and testing to the extent specified.

b) The Composite Elevated Tank shall be designed and constructed in compliance with applicable federal, state and local regulations.

c) Personnel safety equipment shall be provided in accordance with OSHA requirements and the manufacturers' documentation.

F. DELIVERY, STORAGE, & HANDLING

1) Handling and Shipping
The Contractor shall handle materials and fabricated components in a manner that will protect them from damage. Allow painted materials adequate cure time prior to stacking or shipping.

2) Storage and Protection
Protect delivered materials and equipment from damage. Store in well drained areas and provide blocking to minimize contact with the ground.

G. PROJECT CONDITIONS

1) Permits and Easements
The Developer (or its subcontractors) shall acquire permits necessary for construction of the project including but not limited to: airspace authority approval, site access agreements, high crossing permits, etc.

2) Existing Conditions
A geotechnical consultant has carried out a soils investigation at the site and a soil report has been incorporated within these specifications. The net allowable bearing pressure of shallow foundation and/or the allowable capacity of deep foundation elements have been defined in this report. The Contractor shall be responsible for securing any further geotechnical information required beyond that provided in this report. The Owner shall retain the services of the Geotechnical consultant to verify the adequacy of the bearing stratum after the Contractor has carried out the excavation and before any concrete or reinforcement is placed.

3) Access
The Contractor shall provide access from public roads to the tank site unless otherwise specified.

4) Working Conditions

a) Safety and Health - The Contractor shall comply with safe working practices and all health and safety regulations of OSHA, state and local health regulatory agencies and Material Safety Data Sheets (MSDS). Provide protective and lifesaving equipment for persons working at the site.

b) Times for Work - Times for work shall comply with local, state and federal regulations and laws.

H. SEQUENCING AND SCHEDULING

The Developer and engineer will provide sequencing and scheduling requirements for the contractor.

I. GUARANTEES

1) The Contractor shall guarantee the structure, appurtenant equipment and accessories provided under this Section against defective design, workmanship, or materials for a period of one year from the date of substantial completion. If notified within this period, the Contractor shall repair any defects caused by faulty design, workmanship, or material furnished under these specifications at no cost to the Owner. If Contractor is not advised of any defects within 30 days of the end of the guarantee period, then this guarantee shall be considered fulfilled and complete. Defects caused by damaging service conditions, such as electrolytic, chemical, or abrasive, are not covered by this guarantee.

2) All guarantees from any manufacturer or installer of paint, materials, equipment and accessories not manufactured by the Composite Elevated Tank manufacturer and that are provided under this Section, shall be obtained by the Contractor and submitted to the Owner.

2.01 PRODUCTS

A. MATERIALS

1) Reinforced Concrete
Concrete materials and reinforcement shall comply with ACI 318 and AWWA D107, except as modified in this Section.

2) Steel Tank
Welded steel water tank components, including steel plates, sheets, structural shapes and filler metals shall be in accordance with AWWA D107,.

B. CONCRETE FOUNDATION

The concrete foundation shall be designed in accordance with ACI 318. Minimum specified compressive strength shall be 4000 psi at 28 days. Reinforcing steel shall be ASTM A615 Grade 60. The service load reinforcement tension stress shall not exceed 30,000 psi under dead plus water load unless flexural cracking is otherwise controlled in accordance with ACI 318.

C. CONCRETE SUPPORT STRUCTURE

The concrete support structure shall be designed in accordance with ACI 318. The specified compressive strength of concrete shall be as required by design, but not less than 4000 psi at 28 days. The maximum specified compressive strength of concrete for the wall and dome shall be 6000 and 5000 psi respectively.

1) Support Wall
The support wall shall be reinforced concrete with a minimum thickness of 8 in. exclusive of any architectural relief. Wall thickness shall be provided such that the average compressive stress due to the weight of the structure and stored water is limited to 25% of specified compressive strength, but not greater than 1000 psi. A minimum total wall reinforcement of 0.15% vertically and 0.20% horizontally shall be distributed approximately equally to each face. A minimum of 0.75% vertical reinforcement shall be provided in the top 6 ft. of the wall extending into the concrete ring beam. Minimum concrete cover for interior/exterior faces shall be 1

in. and 1-1/2 in. respectively.

2) Tank Floor
The tank floor shall be a reinforced concrete dome not less than 8 in. thick. The average compressive stress due to the weight of the structure and stored water shall not exceed 15% of the specified compressive strength, nor greater than 600 psi. Minimum total reinforcement in orthogonal directions shall be 0.40% distributed approximately equally to each face. Additional reinforcement shall be provided for stress caused by edge restraint effects.

3) Openings

a) The effects of openings in the wall shall be considered in the design. Not less than 60% of the interrupted reinforcement in each direction shall be placed each side of the opening. Reinforcement shall extend past the opening not less than half the transverse opening dimension.

b) Openings 8 ft. 0 in. or wider used for vehicle access shall be strengthened against vehicle impact and local buckling by means of an internal buttress located on each side of the opening. The buttress shall consist of a thickened, reinforced concrete wall section that is integrally formed and placed with the concrete support structure.

D. CONCRETE SUPPORT STRUCTURE/STEEL TANK INTERFACE

1) Interface Region

a) The interface region includes those portions of the concrete support structure and steel tank affected by the transfer of forces from the tank cone and the tank floor to the concrete support structure. This includes a ring beam and connection details. The Contractor shall provide evidence that a thorough review of the interface region has been performed. Finite element and finite difference analyses are the required methods for examining such local stresses in detail.

b) The geometry of the interface shall provide for positive drainage and not allow either condensate or precipitation to accumulate at the top of the concrete wall or ring beam.

2) Ring Beam

a) The ring beam shall be reinforced concrete with a nominal width and height of at least two times the concrete support structure wall thickness. Minimum radial and circumferential reinforcement shall be 0.25%. For direct tension, reinforcement shall be provided such that the average service load stress in tension reinforcement due to the weight of the structure and stored water does not exceed 12,750 psi.

b) Ring beam design shall consider unbalanced forces from the welded steel tank cone and concrete dome, load conditions varying with water level, eccentricity of loads resulting from design geometry and

allowance for variations due to construction imperfection and tolerance.

E. WELDED STEEL TANK

1) General
The steel tank shall be all welded construction and shall be designed, fabricated and erected in accordance with applicable sections of AWWA D107. The required capacity and dimensions of the tank are noted on the drawings and in this Section of the specifications. All exposed lap joints shall be fully seal welded on both sides.

2) Plate Thickness
All members shall be designed to safely withstand the maximum stress to which they may be subjected during erection and normal operation. The minimum thickness of any steel plate in contact with water shall be 1/4 in. The minimum thickness of any steel plate not in contact with water shall be 3/16 in.

3) Roof Support
All structural members supporting the roof of the steel tank shall be flat bar or sealed square tubular sections. I-beams or other sections with horizontal projections may be used if the nominal depth is 10 in. or greater. Support beams shall be seal welded to the underside of the roof plate along the entire length of the beam.

4) Cone
Conical sections of the tank shall be designed using one of the 3 methods described in AWWA D107, Section 5.3.5. Inspections and reports shall be provided to the extent required by AWWA D107.

5) Bottom Liner
Liner plates shall be shop fabricated to conform to the shape of the concrete dome. They may be placed directly on the concrete. All liner plate seams shall be lap welded on the topside only with continuous fillet welds or continuous butt welds with backup bars. The minimum thickness for liner plates shall be 1/4 in.

F. APPURTENANCES AND ACCESSORIES

1) General
Accessories shall comply with the minimum requirements of the Specifications, Codes and Standards listed in paragraph 1.2, current applicable safety regulations and the operating requirements of the structure.

2) Ladder Access

a) Ladders shall be provided from the slab on grade inside the base of the concrete support structure to the upper walkway platform located below the tank floor. The tank floor manhole shall be provided with ladder access from the upper platform. A ladder shall extend from the upper platform, through the access tube interior to the roof. A ladder mounted on the access tube exterior shall be provided for access to

the tank interior, extending from the roof manhole to the tank floor.

b) Ladders that terminate at platforms or landings shall extend 48 in. above the platform elevations. A removable extension kit (Bilco Ladder-Up Safety Post or equal) shall be added to the fall protection system for all ladders not extending 48 in. above the platform elevations.

c) Ladders located in the concrete support structure shall be galvanized steel. Tank interior and access tube ladders shall be coated in accordance with the tank interior coating system.

d) Ladder side rails shall be a minimum 3/8 in. by 2 in. with a 16 in. clear spacing. Rungs shall be minimum 3/4 in. diameter, spaced at 12 in. centers and plug welded into holes drilled in the side rails. The surface of the rungs shall be knurled, dimpled, or otherwise treated to minimize slipping.

e) Ladders shall be secured to the adjacent structure by brackets located at intervals not exceeding 10 ft. Brackets shall be of sufficient length to provide a minimum distance of 7 in. from the center of the rung to the nearest permanent object behind the ladder. Ladder brackets located on the access tube exterior shall be reinforced at the access tube shell so that potential ice damage is confined to the ladder and bracket; and not the access tube shell.

3) Safe Climbing Device/Safety Equipment
OSHA compliant safe climbing system shall be provided on all ladders. Two sleeves with snap hooks shall be provided that are designed to be operated with the system. Two harnesses with shock resistant lanyards shall be provided with the system.

4) Rest Platforms
Rest platforms shall be provided at maximum 50 ft. intervals along the interior concrete support structure ladder. The platforms shall be nominal 5 ft. x 5 ft. and platform floor shall be grating. Openings shall be provided in the landings to accommodate the ladder that shall have a straight-run its full height. All platform components shall be galvanized steel and attachment hardware shall be zinc plated.

5) Platforms
A 4 ft. wide upper walkway platform shall be located at the top of the concrete support structure to provide access from the concrete support structure ladder to the roof access ladder located on the interior of the access tube. Platforms shall be provided with handrails, midrails and toe plates in accordance with OSHA requirements. Grating shall be used for the walking surface. All components shall be galvanized steel and attachment hardware shall be zinc plated.

6) Concrete Support Structure Doors

a) Personnel Door - Door frames shall be 16-gauge with concealed reinforcement at hardware locations. Expansion type anchors for

existing openings shall be installed near the top, bottom and intermediate point of each jamb to rigidly secure the frame. Doors shall be 1-3/4 in. thick insulated, reinforced, full, flush type with 18-gauge face sheets and concealed reinforcement at hardware locations. All edges shall be finished flush with watertight seams. Shop applied finish for the frame and door shall be baked on rust inhibitive primer. Field finish shall be compatible with the tank exterior. Standard hardware shall be stainless steel and include three 4-1/2 in. by 4-1/2 in. hinges, industrial duty closer and lockset. Quantity, location and size of personnel door(s) shall be as shown on the Project Drawings.

b) Overhead Vehicle Door

Provide a manually operated 10 ft x 10 ft (10 ft. x 10 ft. is standard) overhead steel rolling door located in the base of the tower. The door frame shall be fabricated of galvanized steel plate, fastened and reinforced on the interior face of the concrete support structure. The curtain shall be formed of 22-gauge steel interlocking slats designed for a wind loading of 20 psf. A 24-gauge steel hood shall be provided with a weather seal to protect the assembly. The curtain, bottom bar, brackets, guides, hood, pipe and chain shall be galvanized. Size and location of the overhead door shall be as indicated on the project drawings.

7) Tank Openings

a) Floor - Provide a 30 in. diameter manhole through the tank floor. The manhole shall be operable from a ladder located on the upper platform and shall be designed to withstand the pressure of the tank contents without leakage. The manhole assembly shall include a stainless steel hand wheel operator and threaded components.

b) Roof - Provide one 30 in. diameter weatherproof access hatch on the roof of the tank. The hatch will allow access from the roof to the interior tank ladder. The hatch opening shall have a minimum 4 in. curb. Hatch cover to be constructed of aluminum and shall have a 2 in. downward edge, stainless steel hardware and locking mechanism.

c) Roof – Provide one 24 in. diameter exhaust hatch located adjacent to the roof hatch. The exhaust hatch will be flanged with a bolted removable cover and designed such that an exhaust fan may be connected for ventilation during painting. The opening shall have a minimum 4 in. curb.

8) Access Tube

a) Provide a an appropriately sized, centrally located access tube through the welded steel water tank to provide access to the tank roof from the upper walkway platform. A 30 in. diameter access hatch shall allow egress from the access tube to the roof. The openings shall have a minimum 4 in. curb. Hatch cover to be constructed of aluminum and shall have a 2 in. downward edge, stainless steel hardware and locking

mechanism.

b) The area under the access tube shall be provided with a galvanized drip pan to prevent condensation from dripping onto the concrete floor slab below. The drip pan shall extend 3 in. beyond the drip line of the access tube. A 3/4 in. PVC drain pipe shall be provided to drain condensate to the overflow.

9) Roof Railing
A 42 in. high roof handrail shall be provided to enclose all centrally located roof accessories. The roof railing shall be a minimum of 15 ft. diameter.

10) Rigging Access
A removable access panel shall be located at the top of the concrete support structure accessible from a platform and shall provide access to the exterior rigging rails located near the welded steel tank/concrete support structure interface. This access panel shall be stainless steel or aluminum and have a minimum size of 24 in. by 36 in. In most cases, this removable access panel serves as one of the concrete support structure vents (See also 2.6.13.2).

11) Utility Rails
Provide permanently installed utility rails suitable for rolling trolleys on the interior of the welded steel tank at the wall/roof and access tube/roof connections. Provide an exterior utility rail at the base of the welded steel tank adjacent to the concrete support structure. Provide an interior concrete support structure utility rail at the top of the concrete support structure in order to assure access for maintenance of piping.

12) Piping

a) Inlet/Outlet Pipe - Provide an appropriately sized inlet/outlet pipe that extends from the base of the concrete support structure thru the floor elevation of the welded steel tank. Provide a minimum of 6 in. high removable silt stop where the inlet/outlet pipe enters the tank. The bottom capacity level of the tank's operating range shall be at or above the elevation of the top of the silt stop. Pipe material within the concrete support structure shall be minimum 10-gauge 304L stainless steel.

The inlet/outlet pipe shall be designed to support all related static and dynamic loads. Suitable galvanized brackets, guides and hangers shall be provided on the wall of the concrete support structure and welded steel water tank floor at intervals not exceeding 20 ft.

The inlet/outlet pipe shall be designed and constructed to accommodate any differential movement caused by settlement and by thermal expansion and contraction over the range of extreme temperature differences expected for the concrete support structure and pipe. The required flexibility shall be provided by an expansion joint located in the vertical section of pipe.

b) Overflow Pipe - Provide an appropriately sized overflow pipe. The top of the overflow shall be located within the welded steel water tank at the overflow elevation. The overflow pipe shall be routed beside or inside the central access tube and extend to grade inside the concrete support structure. A base elbow shall direct the overflow through the wall of the concrete support structure, where the pipe shall be terminated with a No. 4 mesh screen. Pipe material within the support structure shall be minimum 10-gauge 304L stainless steel. If the top of the overflow pipe is located above top capacity level, the tank shall be designed for the additional capacity provided by the difference.

The entrance to the overflow pipe shall be designed for the maximum inlet flow rate. The design shall be based on the water level cresting within 6 in. above the overflow elevation. A weir shall be provided if the entrance capacity of the overflow pipe diameter is not adequate. The Contractor's standard vortex prevention device shall also be used.

The overflow shall be designed to support all related static and dynamic loads. Suitable galvanized brackets, guides and hangers shall be provided on the wall of the concrete support structure and welded steel water tank floor at intervals not exceeding 20 ft. The overflow and weir section within the tank shall be coated carbon steel and supported by the central access tube.

The overflow pipe shall be designed and constructed to accommodate any differential movement caused by settlement and by thermal expansion and contraction over the range of extreme temperature differences expected for the concrete support structure and pipe. The required flexibility shall be provided by an expansion joint located in the vertical section of pipe.

c) Stainless Steel Requirements - Pipe and fittings shall be Type 304L stainless steel fabricated from material meeting the requirements of ASTM A240. Fabrication, inspection, testing, marking and certification of pipe and fittings shall be in accordance with ASTM A778 and A774, respectively. Backing flanges shall be in accordance with ASTM A285-C drilled to ANSI B16.5 Class 150.

Pipe, fittings and flange thickness shall be in accordance with the manufacturers certified pressure rating for the applicable service pressures.

13) Ventilation

a) Tank Ventilation - A tank vent shall be provided, located near the center on the tank roof above the maximum weir crest elevation. It shall consist of a support frame, screened area and cap. The support shall be fastened to a flanged opening in the tank roof. The vent cap shall be provided with sufficient overhang to prevent the entrance of wind driven debris and precipitation. A minimum of 4 in. shall be provided between the roof surface and the vent cap.

The tank vent shall have an intake and relief capacity sized to prevent excessive pressure differential during the maximum flow rate of water, either entering or leaving the tank. The overflow pipe will not be considered as a vent. The maximum flow rate of water exiting the tank shall be calculated assuming a break in the inlet/outlet at grade when the tank is full. The vent shall be provided with an insect screen. Vent capacity shall be determined based on open area provided by the screen.

b) Support Structure Ventilation - As a minimum, one louvered vent shall be provided at the top of the concrete support structure. This vent shall be accessible from the upper platform and may also be designed to provide access to the exterior rigging rails located at the welded steel tank/concrete support structure intersection. Vents shall be galvanized steel with stainless steel or aluminum insect screen.

14) Interior Floors

a) Slab on Grade - Provide a 6 in. thick, 3500 psi concrete floor slab in the base of the concrete support structure. The slab shall be supported on compacted granular fill and shall be reinforced with #5 reinforcing steel bars at 12 in. centers each way. Provide 1/2 in. expansion joint between floor slab and concrete support structure and at pipes and supports that extend through the floor. Place cap strip and sealant over the expansion joint. The slab shall be sloped at 0.5% toward the overhead door for drainage.

15) Lightning Protection

a) Provide a lightning protection system for the Composite Elevated Tank and any roof mounted equipment that may be damaged by lightning. Install the system in accordance with NFPA 780 with materials that meet UL96 and UL96a.

b) Minimum requirements include two 28 strand by 14-gauge copper conductors bonded to the steel tank 180 degrees apart. The conductors shall be fastened to the interior concrete support structure at 3 ft. minimum spacing and shall terminate with buried 5/8 in. diameter by 8 ft. long copper clad ground rods.

16) Identification Plate

a) A tank identification plate shall be mounted near the personnel door. The identification plate shall be corrosion resistant and contain the following information:

1. Tank Contractor
2. Contractor's project or file number
3. Tank capacity
4. Height to High Water Level

5. Date erected

G. ELECTRICAL AND LIGHTING

Electrical and Lighting must meet all applicable NC Building Code and FAA requirements.

H. STEEL TANK PAINTING

Project must meet NC DEQ and AWWA standards and requirements

I. SOURCE QUALITY CONTROL

1) Tests
Review mill test certifications of all steel plate, structural components and reinforcement to ensure compliance with specification requirements.

2) Quality Assurance
Provide quality assurance of shop fabricated components in accordance with AWWA D100.

3.01 EXECUTION

A. EXAMINATION

1) Foundation Excavation
The foundation bearing surface and excavation shall be inspected and verified by a geotechnical engineer retained by the Owner prior to construction of the foundation (See also 1.7.2).

2) Environmental Conditions
Prior to performing any work, verify the expected temperature, humidity and weather conditions are within the specified limitations for executing the work.

3) Elevated Tank Components
After completion of each major component and prior to proceeding with the next stage of construction, verify that tolerance inspections and material quality control tests conform to this specification.

B. REINFORCED CONCRETE CONSTRUCTION

1) Reinforcement

a) Fabrication, placement, development and splicing of reinforcement shall be in accordance with ACI 318 and ACI 117.

b) Concrete support structure reinforcement shall be installed with plastic supports. Maximum spacing of supports for welded wire fabric shall be 5 ft. centers, horizontal and vertically.

2) Architectural Concrete Construction (Concrete Support Structure or Pedestal Shaft)

a) The exposed exterior surface of the concrete support structure is designated as architectural concrete. The concrete and formwork requirements of this Section shall be strictly enforced to ensure concrete of the highest practicable structural and architectural standard. Concrete proportioning, placing and finishing shall be in accordance with the ACI 301, Chapter 18, except as modified by this Section. Formwork design, installation and removal shall comply with the minimum requirements of ACI 318 and ACI 117 and with the applicable requirements of ACI 347 and ACI 371R, except as modified by this Section.

b) Attention shall be given to ensure the same concrete design mix is used throughout the concrete support structure. The proportion, type and source of cement and aggregates shall not be changed. Uniform moisture content and placing consistency shall be maintained.

c) Drop chutes shall be used in all wall concreting operations where concrete placement is 5 ft. and greater in drop height. Concrete shall be placed directly between reinforcement layers to prevent aggregate segregation and form splatter with the resulting finish variations.

d) Forming systems not designed for lateral pressures associated with full height plastic concrete head shall be designed with the provision of ties and bracing such that concrete components conform to the correct dimensions, shape, alignment and elevation without leakage of mortar. Formwork systems shall be designed to safely support all loading conditions. Embedded items shall be properly positioned and secured. Form surfaces shall be cleaned of foreign materials and coated with a release agent prior to placing reinforcement. Do not allow excessive release agent to accumulate on the form. Steel forms shall be coated with non-staining, rust preventative form oil or otherwise protected.

e) The forming system for the concrete support structure wall shall be fully engineered and detailed with procedures to meet the increased demands of architectural concrete. The concrete support structure shall be constructed with a jump form process using form segments prefabricated to match the wall curvature. Concrete pour height shall be a minimum of 4 ft. and a maximum of 12 ft. Form panels shall extend the full height of the concrete pour using only vertical panel joints. Form systems that are designed to lap the previous wall pour shall be sealed to prevent grout leakage. Form system shall incorporate a positive means of adjustment to maintain dimensional tolerances specified herein. Panels shall be designed for lateral pressures associated with full height plastic concrete head; support and bracing shall be provided for construction related impact loads and wind loads. Working platforms that allow safe access for inspection and concrete placement shall be provided. Form facing material shall be metal, or plywood faced with plastic or fiberglass.

f) The form system shall incorporate a uniform pattern of vertical and horizontal rustications to provide architectural relief to the exterior wall surface. Rustication strips shall be attached to the form face to minimize potential grout leakage that results in broken corners, color variations and rock pockets. All construction joints and panel joints shall be located in rustications. Vertical panel joints shall be sealed using closures that combine with the form pattern to prevent grout leakage and panel joint lines. All joints shall be grout tight in order to prevent leakage during concrete placement. The vertical and horizontal rustications shall be proportioned and combined to impart a symmetrical architectural pattern to the completed structure. No architectural form treatment is required on the interior surface.

g) Support structure concreting shall be capable of segmented placement procedures only when required. Temporary vertical bulkheads shall divide the wall pour into segments corresponding to a single batch (truckload) of concrete. The bulkheads shall be located at rustications; braced rigid and tight to maintain vertical alignment under concrete load without grout leakage. Wall segment concrete shall be placed continuously to full form height from a single load. Placement from multiple batches is not permitted. Temporary bulkheads shall not be removed until adjacent concrete is placed.

h) Wall forms shall not be disturbed or removed for a minimum period of twenty four (24) hours after concrete placement. Additionally, in no instance shall the forms be removed before the concrete has attained sufficient strength to prevent forming operations or environmental loads from causing surface damage or excessive stress. Form removal shall be based on early age concrete strength testing. The minimum concrete strength shall be established by the Contractor, based on an analysis of stress at critical stages throughout the forming and concrete operations. Early age concrete testing shall be in accordance with ACI 228.1R-03.

i) The formwork system for the domed structural floor shall be designed to support all construction loads. Adequate shoring and bracing shall be provided to transfer loads without appreciable movements. Form surfaces shall be steel, plastic, or fiberglass coated material. Shoring and forms for the structural dome slab shall remain in place until the concrete has gained sufficient strength to carry the floor weight without damaging deflections.

3) Concrete

Concrete proportioning, production, placement, quality control and curing procedures shall comply with ACI 318 and ACI 117. Concrete shall satisfy the specific structural, durability and architectural requirements of the completed components.

a) Proportioning - The proportions of materials for concrete shall be established to provide adequate workability and proper consistency to permit concrete to be worked readily into the forms and around

reinforcement without excessive segregation or bleeding. If high range water reducer is used, concrete slump prior to addition shall be 3 to 4 in. The slump, after addition of high range water reducer, shall be a maximum of 9 in. Air shall be entrained to provide concrete with 3.5% to 6.5% air content.

b) Production - Concrete that arrives at the project with slump below that suitable for placing may have water added within the limits of the maximum permissible water-cement ratio. Maximum slump shall not be exceeded. The water shall be incorporated by additional mixing equal to at least half of the total mixing time required. For concrete with site-administered high range water reducer, the preplasticized minimum slump requirement shall be attained as permissible by addition of water and mixing prior to the addition of the water reducer.

c) Placement - Prior to concrete placement, all snow, ice, water, or other foreign material shall be removed from the spaces that the concrete will occupy. Concrete shall be deposited in its final position in accordance with ACI 318 or the applicable building code. Drop chutes or tremies shall be used in walls and columns to prevent free-fall of the concrete over 5 ft. and to allow the concrete to be placed through the cage of reinforcing steel. These shall be moved at short intervals to prevent stacking of concrete.

d) Vibration - All concrete shall be consolidated by vibration so that the concrete is thoroughly worked into the corners of forms and around the reinforcement and embedded items to eliminate all air or stone pockets which may cause honeycombing. Internal vibrators shall be the largest practical size that can be used in the work and shall be operated by competent workmen.

e) Wall Finish - Provide a smooth form finish for the interior and exterior concrete support structure. Tie holes shall be plugged using grout on the interior and manufactured plugs on the exterior that match the color of the cured concrete as closely as possible.

f) Dome Finish - Provide a smooth form finish for the interior dome slab. The unformed surface shall have a floated finish.

4) Weather

a) Concrete shall not be placed during precipitation or extreme temperatures unless protection is provided.

b) During cold weather the recommendations of ACI 306 shall be followed.

c) During hot weather the recommendations of ACI 305 shall be followed.

5) Concrete Support Structure Dimensional Tolerances
Support structure concrete construction shall conform to the following:

a) Variation in thickness
   Wall -3.0% to +5.0%
   Dome -6.0% to +10.0%

b) Concrete support structure variation from plumb:
   in any 10 ft. of height - 1 in.
   in any 50 ft. of height - 2 in.
   maximum in total height - 3 in.

c) Concrete support structure diameter variation - 0.4% (not to exceed 3 in.)

d) Dome floor radius variation - 1.0%

e) Level alignment variation:
   from specified elevation - 1 in.
   from horizontal plane - 1/2 in.

f) The offset between adjacent pieces of formwork facing material shall not exceed the following:
   Exterior exposed surfaces - 1/8 in.
   Interior exposed surfaces - 1/4 in.
   Unexposed surfaces - 1/2 in.

C. FOUNDATION

1) Excavation
After verification of the foundation bearing surface, a 2 in. thick concrete working slab within the lower excavation limits may be provided. Grade the site to prevent runoff from entering the excavation.

2) Finish
Formed surfaces shall have a smooth form finish when exposed and a rough form finish when not exposed.

D. FIELD QUALITY CONTROL

1) Concrete Testing and Inspection

a) The evaluation and acceptance of concrete shall be in accordance with Section 5.6 of ACI 318 and ACI 117, except as modified in this Section.

b) Three cylinders shall be made from each sample required. A 7-day compressive strength test shall be used to supplement the 28 day tests.

c) Slump, air, temperature and compressive cylinder testing shall be performed by an independent laboratory. The Contractor shall retain the independent laboratory and provide the Contractor with copies of all test results.

d) The concrete support structure radius, plumbness and thickness shall be verified for each concrete lift at 45 degree intervals. An inspection report by

the Contractor shall be provided to the Owner at project completion.

2) Welded Steel Water Tank Testing & Inspection

a) Inspection procedures for the welded steel tank shall be as required by AWWA D107, Section 9, "Inspection and Testing". Radiographic inspection of full penetration butt-welded joints shall be made by an independent inspection company retained by the Contractor.

b) Conical sections of the welded steel water tank designed using Method 2 or Method 3 of AWWA D107 shall be inspected in accordance with Section 9.4 of AWWA D107.

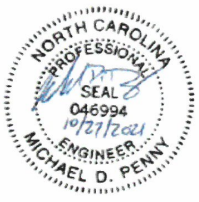
c) Weld joints of plate over the structural concrete floor shall be tested for leaks by vacuum box/soap solution testing, or equivalent method.

PROJECT LUMEN ELEVATED STORAGE TANK
BUDGETARY OPINION OF PROBABLE CONSTRUCTION COST

Executive Summary

Description	Select Architectural Features	Additional Architectural Features
1 MG EST Construction Cost	$ 6,400,000.00	$ 6,900,000.00
Easement Land Value	$ -	$ -
Engineering and Architectural Fees	$ 750,000.00	$ 750,000.00
Total	**$ 7,150,000.00**	**$ 7,650,000.00**

Kimley-Horn is responsible for design of water line from existing 16-inch water main to EST site.
Construction costs include a 30% estimating contingency.
Estimate being provided for budgetary purposes only and is subject to change pending scope of work, material and labor costs.
Additional architectural features are estimated to be $500,000.



PROJECT LUMEN ELEVATED STORAGE TANK
BUDGETARY OPINION OF PROBABLE CONSTRUCTION COST

LUMEN ELEVATED WATER STORAGE TANK OPTION - 1MG, ~192FT without Booster Pump Station

Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	Line Work - Potable Water Main				
a	16" Slip Joint Ductile Iron Pipe, CL350 (Public Right-of-Way)	500	LF	$ 120.00	$ 60,000.00
T site.	30" Steel Encasement Pipe w/ 16" RJ DI Carrier Pipe, CL350 Installed by Bore & Jack at Roadway Crossing	0	LF	$ 960.00	$ -
c	Testing, Cleanup and Seeding for Water Mains	500	LF	$ 8.00	$ 4,000.00
d	Restrained Mechanical Joint Fittings	700	LBS	$ 10.00	$ 7,000.00
e	16" Gate Valve	1	EA	$ 16,000.00	$ 16,000.00
f	16X16 TS&V	1	EA	$ 26,000.00	$ 26,000.00
g	Erosion Control	500	LF	$ 5.00	$ 2,500.00
h	Traffic Control	500	LF	$ 2.00	$ 1,000.00
i	Miscellaneous Restoration	500	LF	$ 2.00	$ 1,000.00
j	Unknown SubSurface Conditions	500	LF	$ 8.00	$ 4,000.00
k	Utility Relocation Allowance	500	LF	$ 2.00	$ 1,000.00
l	Mobilization	1	LS	$ 3,700.00	$ 3,700.00
2	Elevated Storage Tank				
a	1,000,000 Gallon Elevated Tank, Custom Composite, 192FT Height	1	LS	$ 4,000,000.00	$ 4,000,000.00
b	Aerator	1	LS	$ 50,000.00	$ 50,000.00
c	Mixer	1	LS	$ 50,000.00	$ 50,000.00
d	Chemical Feed System	0	LS	$ 50,000.00	$ -
e	Site Work, Fencing, E&SC	1	LS	$ 75,000.00	$ 75,000.00
f	Yard Piping and Valve Vault	1	LS	$ 275,000.00	$ 275,000.00
g	Electrical	1	LS	$ 50,000.00	$ 50,000.00
h	Telemetry	1	LS	$ 25,000.00	$ 25,000.00
i	Unknown SubSurface Conditions	1	LS	$ 75,000.00	$ 75,000.00
j	Mobilization	1	LS	$ 138,000.00	$ 138,000.00
				SubTotal	**$ 4,864,200.00**
				Contingency (30%)	**$ 1,459,300.00**
				TOTAL	**$ 6,323,500.00**
				Budgetary Round Up	**$ 6,400,000.00**

FIRST AMENDMENT TO WATER TOWER OPTION AND PUT AGREEMENT

THIS FIRST AMENDMENT AGREEMENT (the "First Amendment") is made and entered into on the last date executed below (the "Amendment Effective Date"), by and between the Town of Clayton, a North Carolina municipality, hereinafter referred to as the "Town" and Copper Land LLC, a North Carolina limited liability company, hereinafter referred as the "COMPANY" and together with the Town, hereinafter referred as the "Parties".

RECITALS:

WHEREAS, the Town and COMPANY entered into a certain Option and Put Agreement dated November 16, 2021, attached hereto as Exhibit A and incorporated herein by reference (the "Original Agreement") for the development of a water tower (the "Tower") described in the Original Agreement, (the "Tower Site");

WHEREAS, COMPANY is to develop the Tower in a workmanlike manner and in accordance with the plans and specifications set forth in the Original Agreement;

WHEREAS, pursuant to the Original Agreement, the Town has the option to purchase the Tower and Tower Site from COMPANY within thirty-six (36) months following the Town's issuance of a certificate of occupancy for the Tower;

WHEREAS, pursuant to the Original Agreement, the Town has the option to purchase the Tower and Tower Site for $6,500,000.00;

WHEREAS, the parties desire to amend and modify the Original Agreement to provide for the Town to build the Tower and for COMPANY to provide a build-ready pad, improved access thereto and a water supply line;

WHEREAS, the Town and COMPANY now agree to amend and modify the Original Agreement to allow for the Town to build the Tower and to make the other changes to the Original Agreement as specifically set forth herein;

WHEREAS, COMPANY has expended funds ("Prior Expenditures") for the design and permitting of the EST in the amount of $ 146,376 as of August 31, 2023;

WHEREAS, COMPANY will be donating the Tower Site and access road for the EST to the town consisting of 0.93 acres, and valued at $150,000 / acre;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

(1) Recitals and Defined Terms. The recital paragraphs above are incorporated into this Amendment as if written below in their entirety. Any capitalized term used herein but not defined in this Amendment shall have the meaning ascribed in the Agreement.

(2) Reaffirmation: Intent to be Bound. Except as provided in this Amendment, each and every term and condition contained in the Original Agreement will remain in full force and effect. All capitalized terms have the same meaning as set forth in the Original Agreement except as stated herein. The Parties reaffirm that the representations and warranties made by each of the parties in the Original Agreement are true and accurate as of the date of this Amendment. The Parties executing this First Amendment, on behalf of themselves, their assigns and successors, acknowledge and reaffirm their intention to be bound by the terms and conditions of the Original Agreement except as specifically amended herein.

(3) Tower Site Donation and Access Road.

a) COMPANY shall donate the Tower Site, suitable and ready in all respects for the Tower construction, to the Town Site thereto to the Town by no later than May 1, 2024. The Tower Site shall be conveyed in fee simple by general warranty deed and without any encumbrances, except COMPANY's temporary rights of access to satisfy the requirements of paragraph (7) below and others as may be approved by the Town. In addition to the general warranty deed, COMPANY shall execute such additional documents as Town may reasonably require in connection with the conveyance of the Tower Site, and construction thereon, including without limitation, any documents required by the Town to satisfy any of its grant funding obligations that COMPANY has or has readily accessible. Subject to the terms of Section 8 hereof, no compensation shall be due to COMPANY for this conveyance.

b) COMPANY shall donate, on or before May 1, 2024, an easement for pedestrian and vehicular access (the "Access Easement") by the Town and its designees to the Tower Site, including, without limitation, for purposes of inspection, testing, site work, construction, and maintenance, and such Access Easement shall be located entirely within areas designated as future public streets on that Approved Subdivision Plan #2021-119-SD, approved by the Town on July14, 2022 (attached as **Exhibit B** to this Amendment). In addition to the deed of easement, COMPANY shall execute such additional documents as Town may reasonably require in connection with the conveyance of the Access Easement, and construction thereon, including without limitation, any documents required by the Town to satisfy any of its grant funding obligations that COMPANY has or has readily accessible. Subject to the terms of Section 8 hereof, no compensation shall be due to COMPANY for this conveyance.

(4) Management. The Town will oversee and manage the construction of the Tower, including procurement of the Contractor, using construction documents developed by COMPANY's Engineer of Record ("EoR") and approved by the Town.

(5) Reserved.

(6) Amendments to Developer Contract. COMPANY shall, at its sole cost and expense, modify its contract with the engineer of record (EoR) as needed to accomplish its obligations under this First Amendment and shall provide the following to the Town by September 15, 2024.

a) EoR shall, in coordination with Town, submit applications and respond to any comments as needed to ensure that initial grading and installation of erosion control measures will be installed and properly maintained in accordance with permits issued by the North Carolina Department of Environmental Quality ("NC DEQ") until conveyance of the Tower Site from COMPANY to the Town.

b) EoR shall be responsible to obtain a driveway permit from the NC Department of Transportation for use by the Town and its contractors throughout the duration of the Tower project.

c) EoR shall obtain and deliver to Town a public water supply permit from NC DEQ.

d) EoR shall update the bid package with front end documents supplied by the Town. The bid package shall comply with all federal and state ARPA requirements.

e) After review by the Town, EoR shall submit the complete bid package to the NC DEQ Division of Water Infrastructure for approval to bid and address any comments from NC DEQ.

f) EoR shall provide to Town a fully released for construction bid package.

g) EoR shall provide bid phase services, including scheduling and conducting the pre-bid meeting, reviewing scope of work, and issuing any required addenda, and provide recommendations of award to the Town.

h) EoR shall provide support to the Town as reasonably needed in obtaining authority from NC DEQ to award the bid for the Tower project.

i) All EoR pre-construction services described in this Section 6 shall be at the expense of COMPANY.

(7) COMPANY shall complete site grading for the access road and the build-ready Tower pad and installation of the 16" water supply line per approved plans with all geotechnical certifications and reports by November 15, 2024. The required plans and specifications are attached hereto as **Exhibit C**.

(8) Additional Payment Terms:

a) On or before September 1, 2024, COMPANY shall pay to the Town One Million Seven Hundred Thousand and No/100 Dollars ($1,700,000.00).

b) Within thirty (30) days of invoicing from the Town, COMPANY shall pay to the Town the full anticipated costs of COMPANY's desired Tower improvements architectural package, including lighting and painting and the parties shall enter into a maintenance agreement, which shall provide:

i. That the Town will install, maintain, repair, and replace lighting and signage on the Tower and perform and maintain Tower painting, all according to specifications provided by COMPANY, for a period of 10 years, the costs of which shall be payable by COMPANY within thirty (30) days after each invoice by the Town as evidenced by copies of invoices reflecting all such expenses due to a third party.

ii. That the maintenance agreement may be renewed for an additional term of ten (10) years on mutual agreement by the parties.

c) Notwithstanding anything to the contrary herein, the parties agree that payment of the sum set forth in paragraph 8 a) above accounts for the Prior Expenditures and that (i) the Prior Expenditures shall not be credited against any amounts due hereunder from COMPANY to the Town, and (ii) any expenses incurred by the Town for any materials or services paid as part of the Prior Expenditures shall not be invoiced to COMPANY, nor shall any payment be due to the Town in connection with such expenses.

(9) Time of Payment. Any payments not received when due shall bear interest at the maximum legal rate until paid.

(10) Engineer for CA/CEI and Project Certification. The Town shall have the option to contract with a different engineer, other than EoR, to perform the CA/CEI and to certify project.

(11) Applicable Ordinances, Approvals, and Permits. All ordinances, approvals, and permits otherwise applicable to the Tower construction contemplated herein shall continue to apply.

(12) Notices. All notices, requests for payments, requests to modify the project, and other questions concerning this project should be addressed as follows:

If to the Town:
Town of Clayton

111 East 2nd Street
Clayton, NC 27520
Attention: Town Manager

With a copy to:
Town Attorney
Cauley Pridgen, PA
2500 Nash Street N, Suite C
Wilson, NC, 27896

If to the COMPANY:
Copper Land LLC
c/o Craig Davis Properties Inc.
8000 Weston Parkway, Suite 360
Cary, NC 27513
Attn: Craig M. Davis

With a copy to:
Morningstar Law Group
421 Fayetteville Street, Suite 530
Raleigh, NC 27601
Attention: Molly Stuart
mstuart@morninglawgroup.com

(13) Time is of the Essence. Time is of the essence of this agreement. Upon failure of COMPANY to meet any deadline or milestone date provided for herein, or to timely deliver any of its obligations under this First Amendment, the Town shall have the right to provide the work, deliver the obligation and to obtain reimbursement in full from COMPANY.

(14) Memorandum Of Option. Simultaneous with the execution of this First Amendment, COMPANY shall execute and deliver to Town a memorandum of this agreement in the form attached hereto as Exhibit D. Town shall cause such Memorandum of Option to be recorded in the Johnston County Registry to memorialize and protect Town's rights in the Property under the Original Agreement and this First Amendment.

(15) No Other Modifications. Except as specifically provided in this First Amendment, no other modifications or changes to the Original Agreement are intended by the parties.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Town and COMPANY have caused this First Amendment to be duly executed and sealed pursuant to proper authority as of the day and year first written above.

Copper Land LLC

By: Craig M. Davis
Print Name: CRAIG M. DAVIS
Title: MANAGER

STATE OF North Carolina
COUNTY OF New Hanover

I, Olivia Hamlett, a Notary Public of New Hanover County, State of North Carolina, do hereby certify that CRAIG M. DAVIS, the MANAGER of Copper Land LLC, a North Carolina limited liability company, either being [/] personally known to me or [ ] proven by satisfactory evidence (such evidence being —), personally appeared before me this day and acknowledged the above execution of the foregoing instrument on behalf of Copper Land LLC.

Witness my hand and seal, this 29 day of February, 2024.

Notary Public

My Commission Expires:
05/03/2028
[NOTARY SEAL]

OLIVIA HAMLETT
My Commission Expires
NOTARY PUBLIC
05/3/2028
NEW HANOVER COUNTY, NC

THE TOWN OF CLAYTON

By: _____
Jody McLeod, Mayor

ATTEST:

_____
_____, Town Clerk

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public of _____County, State of North Carolina, do hereby certify that _____, either being [ ] personally known to me or [ ] proven by satisfactory evidence (such evidence being_____), personally appeared before me this day and acknowledged that she is the Clerk of the TOWN OF CLAYTON, a North Carolina municipal corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was voluntarily signed in its name by the its Mayor, sealed with its municipal seal and voluntarily attested by her as its Clerk for the purposes stated herein on behalf of the TOWN OF CLAYTON.

Witness my hand and seal, this _____ day of _____, 2024.

_____
Notary Public

My Commission Expires:

_____
[NOTARY SEAL]

PRE-AUDIT CERTIFICATION

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

_____

Robert McKie, Town of Clayton Finance Director

Exhibit A

Option and Put Agreement

WATER TOWER OPTION AND PUT AGREEMENT

THIS WATER TOWER OPTION AND PUT AGREEMENT, dated as of November 16, 2021 (this "**Agreement**"), is by and among Davis Park Leasing, LLC, a North Carolina limited liability company ("**DPL**") and the Town of Clayton, North Carolina, a municipal corporation of the State of North Carolina (the "**Town**").

WHEREAS, DPL owns +/- 74 acres of land located in the Town of Clayton, Johnston County, North Carolina, as described on **Exhibit A** attached hereto and incorporated herein (the "Property"); and

WHEREAS, DPL has agreed to provide certain elements to the Town related to the Property and its development; and

WHEREAS, DPL and the Town wish to enter into this Agreement in order to effectuate those provisions and to otherwise set forth certain rights and obligations among the parties.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

Section 1. Water Tower Construction. DPL shall construct a water tower (the "**Tower**") to be located on the Property in the location depicted on **Exhibit B** attached hereto and incorporated herein (the "**Tower Site**"), and, prior to any subdivision of the Property, a metes and bounds description of the Tower Site shall be delivered to the Town. The Tower shall be constructed pursuant in all aspects to the plans and specifications as set forth on **Exhibit C** attached hereto and incorporated herein. DPL shall perform the construction in a professional and workman-like manner and in accordance with (i) all permits and approvals obtained in connection therewith, and (ii) all applicable laws, codes, ordinances, rules and regulations.

Section 2. Option. For a period of thirty-six (36) months following the Town's issuance of a certificate of occupancy for the Tower (the "**Option Period**") and upon not less than thirty (30) days' written notice to DPL (the "**Option Notice**"), the Town shall have the exclusive right and option (the "**Option**") to purchase the Tower and the Tower Land (as defined herein) from DPL. The exercise price for the Tower and the Tower Land shall be an amount in cash or other immediately available funds equal to the lesser of (i) the actual, documented hard and soft costs of design and construction of the Tower including all reasonable and customary

costs and expenses associated therewith, and (ii) $6,500,000.00 (the "**Purchase Price**"). The Town shall pay the Purchase Price to DPL on the closing date (the "**Option Closing**"), which shall be set forth in the Option Notice, and which Option Closing shall be no more than sixty (60) days following the exercise of the Option. During Option Period, DPL shall not transfer, sale, or otherwise dispose of the Tower or the Tower Land without the prior written consent of the Town.

Section 3. Put. Notwithstanding the Option set forth above, during the Option Period and upon not less than thirty (30) days' written notice to the Town (the "**Put Notice**"), DPL shall have the right and option, but not the obligation, to require the Town to purchase the Tower and the Tower Land (the "**Put Right**") at the Purchase Price. The Town shall pay the Purchase Price to DPL on the closing date (the "**Put Closing**"), which shall be set forth in the Put Notice, and which Put Closing shall be no more than sixty (60) days following the exercise of the Put Right.

Section 4. Conveyance Documents. Upon either of the Option Closing or Put Closing, the Tower along with the +/- 40,205 square feet situated immediately thereunder (the "**Tower Land**") shall be conveyed to the Town pursuant to a special warranty deed (the "**Deed**"), which Deed shall contain a restriction prohibiting any repainting of the Tower whatsoever for a period of ten (10) years following either of the Option Closing or Put Closing except as may be strictly necessary in connection with the Town's maintenance and repair of the Tower. Notwithstanding the foregoing, the Town shall not alter the color or design of the Tower in any aspect during the pendency of DPL's ownership of the Property. At Closing, the parties shall as applicable also record a form of easement agreement governing the dedication and acceptance of the Tower as well as access rights necessary to effectuate the Town's ongoing maintenance and repair of the Tower.

Section 5. Notices. All notices, requests, demands, claims and other communications required or permitted to be delivered, given or otherwise provided under this Agreement must be in writing and must be delivered, given or otherwise provided: (a) by hand (in which case, it will be effective upon delivery); (b) by facsimile (in which case, it will be effective upon receipt of confirmation of good transmission); (c) by registered or certified first-class mail, return receipt requested (in which case, it will be effective on the fifth (5th) business day after being so mailed); or (d) by overnight delivery by a nationally recognized courier service (in which case, it will be effective on the business day after being deposited with such courier service); in each case, to the address (or facsimile number) listed below:

If to DPL, to:

Davis Park Leasing, LLC
c/o Craig Davis Properties, Inc.
8000 Weston Parkway, Suite 360
Cary, NC 27513
Attn: Craig M. Davis

with a copy (which shall not constitute notice) to:

Morningstar Law Group
421 Fayetteville Street, Suite 530
Raleigh, NC 27601

Attention: Amanda S. Bambrick
abambrick@morningstarlawgroup.com

Each of the parties to this Agreement may specify different address or facsimile number by giving notice in accordance with this Section 6 to each of the other parties hereto.

Section 6. Succession and Assignment. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, each of which such successors and permitted assigns will be deemed to be a party hereto for all purposes hereof. The Town may not assign, delegate or otherwise transfer either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval DPL. DPL shall have the right to assign its rights under this Agreement to any person or entity.

Section 7. Amendments and Waivers. No amendment or waiver of any provision of this Agreement will be valid and binding unless it is in writing and signed by the parties hereto, or in the case of a waiver, by the party against whom the waiver is to be effective. No waiver by any party of any breach or violation or, default under any covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent breach, violation, default of any covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No delay or omission on the part of any party in exercising any right, power or remedy under this Agreement will operate as a waiver thereof.

Section 8. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute but one and the same instrument.

Section 9. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. In the event that any provision hereof would, under applicable law, be invalid or unenforceable in any respect, each party hereto intends that such provision will be construed by modifying or limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable law.

Section 10. Governing Law. This Agreement, the rights of the parties and all claims arising in whole or in part under or in connection herewith, will be governed by and construed in accordance with the domestic substantive laws of the State of North Carolina, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

Section 11. Jurisdiction. Each party to this Agreement, by its execution hereof, (a) hereby irrevocably submits to the exclusive jurisdiction of the state courts of the State of North Carolina located in Raleigh or the United States District Court for the Eastern District of North Carolina for the purpose of any action between the parties arising in whole or in part under or in connection with this Agreement, (b) hereby waives to the extent not prohibited by applicable law, and agrees not to assert, by way of motion, as a defense or otherwise, in any such action, any claim that it is not subject personally to the jurisdiction of the above-named courts.

Section 12. Specific Performance. Each of the parties acknowledges and agrees that the other parties would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached or violated. Accordingly, each of the parties agrees that, without posting bond or other undertaking, the parties will be entitled to an injunction or injunctions to prevent breaches or violations of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof. This remedy shall be in addition to any other remedy to which it may be entitled, at law or in equity. Each party further agrees that, in the event of any action for specific performance in respect of such breach or violation, it will not assert that the defense that a remedy at law would be adequate.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the parties hereto as of the day and year first above written.

DPL

Davis Park Leasing, LLC,
a North Carolina limited liability company

By: _____
Name: Craig M. Davis
Title: Manager

TOWN

Town of Clayton, North Carolina,
a municipal corporation of the State of North Carolina

By: _____
Name: Jody L. McLeod
Title: Mayor - Town of Clayton

Exhibit A

The Property

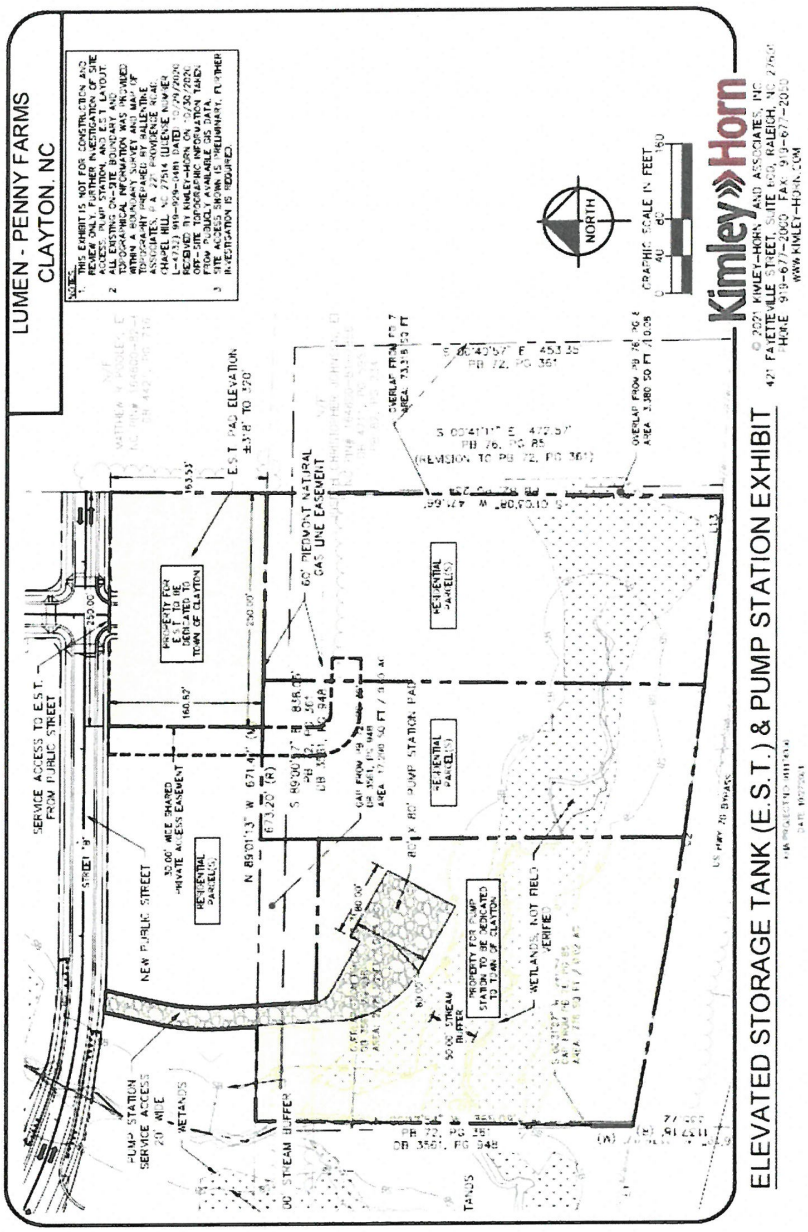
Being the same property as the property described in Deed Book 3561 on Pages 948 and shown as "Tract 3" on Plat Book 72, Page 361 & Plat Book 76, Page 85 of the Johnston County Registry.
Clayton Township, Johnston County, North Carolina.

Being all that certain land more particularly described as follows:

BEGINNING at an Existing 2" Iron Pipe at the northwest corner of the property now or formerly owned by Joseph Christopher Johnson, et al (NC PIN# 164800-81-7856/ Book 4711, Page 595), also see Plat Book 82, Page 234, also being a common corner with Ezra Lee Penny, et al (NC PIN# 164800-72-2724 / Book 5585, Page 167), and Matthew R. Pooley, et al (NC PIN# 164800-82-6369 / Book 4421, Page 716), and having NC Grid Coordinates: Northing – 682,147.62', Easting – 2,148,063.54'; thence with the line of Joseph Christopher Johnson, et al South 01°03'08" West a distance of 471.66 feet to an Existing 1/2" Iron Pipe at the northern Right of Way of U.S. Highway 70 Bypass, a variable width, controlled access R/W; thence with the R/W of U.S. Highway 70 Bypass the following two (2) calls: North 86°09'16" West a distance of 54.42 feet to an Existing R/W Disk; thence along a curve turning to the right with an arc length of 622.65', with a radius of 5,383.69', with a chord bearing of North 81°48'05" West, with a chord length of 622.31', to an Existing R/W Disk at the corner of Ezra Lee Penny, et al; thence with the line of Ezra Lee Penny, et al the following two (2) calls: North 01°06'19" East a distance of 390.74 feet to an Existing 2" Iron Pipe; thence South 89°01'13" East a distance of 671.47 feet to the point of BEGINNING, containing an area of 294,639 square feet, or 6.76 acres, more or less.

Exhibit B

The Tower Location



4814-1290-7766, v. 3

Exhibit C

The Plans and Specifications

The following is a Town of Clayton technical specification for composite elevated water storage tanks not specific to the proposed Lumen EST. The intent of this document is to set a standard for the design and construction of the proposed Lumen EST. It is understood by each party, this specification includes requirements for the EST contractor to follow including but not limited to: 'Submittals', 'Quality Assurance', 'Delivery, Storage, Handling', 'Project Conditions', 'Sequencing and Scheduling', etc. The Developer's Engineer will either design or provide construction requirements for the tank supplier to meet the intent of this specification. If necessary, the Engineer reserves the right to change specifications to meet industry standards or site specific design requirements. Deviations from this specification shall be provided to the Town of Clayton for review and approval prior to finalizing.

The Developer shall be responsible for the design and construction of the EST consistent with the following minimum requirements:

- One (1), one million gallon elevated water storage tank (EST)
    - High water elevation / overflow elevation of 492 feet mean sea level (based on the hydraulic grade line of the existing system per Johnston County)

- Primary components for the EST shall include:
    - In-line control valve vault (assume altitude valve) to control water level inside tank, and to provide bypass of the tank inlet
    - Fence and Security measures
    - The EST will be designed to have a pipe network to include:
        - One inlet pipe,
        - One outlet pipe,
        - One overflow pipe,
        - One drainage pipe
        - Overflow and drainage pipe will connect with a common discharge
        - Tank mixing and aeration devices (PAX, or equal)
        - Powered tank ventilation
- Any deviations from these specifications shall be approved by the Town of Clayton.
- Project must meet all applicable Town of Clayton Municipal Standards, Specifications and Details (MSSD).
- Prior to construction, the plans must be approved by Town of Clayton Engineering Department
- EST must meet the minimum requirements of NC DEQ - Public Water Supply Section and be approved by the NC DEQ - Water Supply Section.
- EST shall meet minimum following specifications:

COMPOSITE ELEVATED WATER STORAGE TANK

1.01 GENERAL

A. SUMMARY

1) Work Included
This Section includes the design, construction, testing and commissioning of a Composite Elevated Tank and related work including foundation, painting, electrical and appurtenances.

2) Related Documents
Drawings and the general provisions of this document, including General Conditions, Supplemental Conditions, Special Provisions and other Sections apply to work in this Section.

B. REFERENCES: The following Specifications, Codes and Standards may be referenced in this Section. All references are to the latest published edition.

1) American Concrete Institute (ACI)
- 117-10 Standard Tolerances for Concrete Construction and Materials
- 228.1R-03 In-Place Methods to Estimate Concrete Strength
- 301-05 Specification for Structural Concrete
- 304-00 Guide for Measuring, Mixing, Transporting and Placing Concrete
- 305-10 Hot Weather Concreting
- 306-10 Cold Weather Concreting
- 318-08 Building Code Requirements for Structural Concrete
- 347-04 Guide to Formwork for Concrete
- 371R-08 Guide for the Analysis, Design and Construction of Elevated Concrete and Composite Steel-Concrete Water Storage Tanks

2) American Institute of Steel Construction (AISC)
- S335 Specification for Structural Steel Buildings

3) American National Standards Institute (ANSI)
- B16.5 Pipe Flanges and Flanged Fittings

4) American Society of Civil Engineers (ASCE)
- ASCE 7 Minimum Design Loads for Buildings and Other Structures

5) American Society for Testing Materials (ASTM)
- A 123 Zinc Coatings on Iron and Steel Products
- A 240 Stainless Steel Plate, Sheet and Strip for Pressure Vessels
- A 285 Pressure Vessel Plates, Carbon Steel
- A 774 Welded Stainless Steel Fittings
- A 778 Welded Stainless Steel Tubular Products

6) American Water Works Association (AWWA)
- C652-11 Disinfection of Water-Storage Facilities

D100-11 Welded Steel Tanks for Water Storage
D102-11 Coating Steel Water Storage Tanks
D107-10 Composite Elevated Tanks for Water Storage

7) Federal Aviation Administration (FAA)
70/7460-1H Obstruction Marking and Lighting

8) National Association of Corrosion Engineers (NACE)
RP0178 Recommended Practice - Fabrication Details, Surface Finish Requirements and Proper Design Considerations for Tanks and Vessels to be Lined for Immersion Service

9) National Fire Protection Association (NFPA)
NEC National Electric Code
780 Standard for the Installation of Lightning Protection Systems

10) National Sanitation Foundation (NSF)
61 Standard for Drinking Water System Components

11) Occupational Safety and Health Administration (OSHA)
29 CFR Part 1926 Safety and Health Regulations for Construction

12) Steel Structures Painting Council (SSPC)
VIS-89 Visual Standard for Abrasive Blast Cleaned Steel

C. SYSTEM DESCRIPTION

1) Elevated Tank
The Composite Elevated Tank shall consist of the following: foundation, reinforced concrete support structure and a welded steel water tank. The support tower shall extend vertically from the foundation as a circular concrete support structure/wall. A structural concrete dome shall be provided as structural support for the contained water within the perimeter of the wall. A reinforced concrete ring beam shall be provided to connect the welded steel water tank, concrete dome and concrete support wall. The Composite Elevated Tank shall be in accordance with the shape, dimensions and details required by these Specifications and Drawings. Dimensions may be slightly adjusted to suit the Composite Elevated Tank Manufacturer's standard welded steel water tank shape.

2) Operating Parameters
Minimum capacity within operating range 1,000,000 gallons
Elevation - overflow/top capacity 492 ft.

3) General Design
Design Standards
The structural design of the Composite Elevated Water Storage Tank shall conform to AWWA D107 and the following design standards. In case of conflict between the Standard and the criteria listed below, the more stringent requirement shall apply.

Reinforced Concrete Foundation - ACI 318
Concrete Support Structure – AWWA D107 and ACI 318
Welded Steel Water Tank - AWWA D107

4) Foundation Design – AWWA D107
The foundation shall be designed by the Composite Elevated Water Storage Tank Contractor to safely support the structure based on the foundation recommendations within the geotechnical consultant's soil report (See also 1.7.2). Foundations shall be sized in accordance with load combinations defined by AWWA D-107, Sec. 4.3

D. SUBMITTALS

1) Proposal (Submit the following with the proposal):

a) Experience List - A completed contracts summary shall demonstrate a minimum of ten years experience in the design and construction of Composite Elevated Tanks. Contractor shall list a minimum of five completed Composite Elevated Tanks of similar capacity. Provide the location, capacity, Owner's name and contact information, Engineer's name and contact information and year completed. Failure to provide this information shall be cause for rejection of the bid (See also 1.5.1).

b) Tank Drawing - A preliminary section view drawing of each sized Composite Elevated Tank proposed for this project. The drawing shall include sufficient detail to illustrate tank geometry, materials of construction, primary dimensions, the high water level elevation, concrete support structure wall thickness and other information required to show compliance with this Specification. If the proposed design does not comply with this Specification, the bid shall be cause for rejection of the bid.

c) Foundation Drawing – A drawing of the preliminary design of the foundation for each sized Composite Elevated Tank proposed for this project. The drawing shall include sufficient detail to illustrate foundation geometry, materials of construction, preliminary dimensions and approximate quantities of concrete and reinforcing steel. Failure to provide this information shall be cause for rejection of the bid.

2) Construction Drawings

a) Provide elevation, plan and sectional view drawings of the foundation, concrete support structure, welded steel water tank and all appurtenant equipment and accessories. Show the location, dimensions, material specifications and finish requirements. The submission shall be sealed by a professional engineer registered in the State of North Carolina.

b) Reinforced concrete details shall include construction joints, openings and inserts. Reinforcement shall be clearly indicated on the structural drawings and identified by mark numbers that are used on the fabrication schedule. Location, spacing and splice dimensions shall also be shown. Placement and fabrication details shall conform to ACI 318.

c) Steel tank details shall include weld joints and a layout showing all primary and secondary shop and field welds.

3) Construction Procedures

a) Provide design, detail drawings and procedures for the support structure forming system. Details shall include location of form and construction joints, rustications and any form ties. The criteria and minimum elapsed time for adjacent concrete placement shall also be clearly stated in the construction procedures. Procedures shall yield a minimum of twenty-four (24) hours of cure time before form removal (See also 3.2.2).

b) Provide shop and field weld procedures for all structural joints on the steel tank.

4) Design Data

a) Provide a table showing capacity of the tank in gallons at all levels in one ft. increments.

5) Provide a summary of the design for the foundation, concrete support structure, welded steel water tank and other components. Include the design basis, the loads and load combinations and the results, including environmental loads (wind load, seismic load, and snow load.

6) Product Data

a) Provide separate concrete mix designs for each specified concrete compressive strength indicated on the drawings.

b) Provide technical data and manufacturer's standard color chart of all coating products to be used.

c) Provide manufacturer's descriptive information for appurtenant equipment and accessories that are not detailed on the construction drawings.

7) Reports/Certification

a) Provide documentation of all tests, inspections and certifications required by this Section.

b) Provide general qualifications of all welders.

8) Operation/Maintenance
Provide operating instructions and maintenance procedures for the Composite Elevated Tank and applicable appurtenant equipment, mechanical components and miscellaneous accessories.

E. QUALITY ASSURANCE

1) Qualification of Manufacturer

a) A turnkey Composite Elevated Tank Manufacturer/Contractor shall perform the work described in this Section. No part of the design or construction of the concrete support structure or welded steel water tank shall be subcontracted. The Contractor shall have designed, constructed and placed in service a minimum of five (5) Composite Elevated Tanks of similar capacity in the past ten (10) years.

b) The Contractor shall employ a full-time Professional Engineer with a minimum five (5) years cumulative experience in the design and construction of Composite Elevated Tanks. The engineer shall be registered in accordance with these specifications and shall be in responsible charge of the work.

c) The Contractor shall own and maintain all equipment necessary for the turnkey construction of the Composite Elevated Tank as specified herein. This includes the formwork for the concrete support structure construction as well as the fabrication and erection equipment required for the welded steel water tank construction. Neither the concrete support structure construction or the welded steel water tank fabrication and erection shall be subcontracted.

d) As providing a safe work environment is critical for this project, other contractors, and the community, to be approved to bid on this project, given the complexity, and risk associated with the work, all tank contractors are required to have an Experience Modification Rate (EMR) below 0.75 and a Total Recordable Incident Rate (TRIR) below 2.5 for the last three (3) years. Bidders are required to verify the above requirement by providing with their proposal a statement from their insurance carrier confirming the EMR requirement, and their last three (3) years of OSHA 300 Logs to confirm the TRIR requirement.

2) Regulatory Requirements

a) The Specifications, Codes and Standards referenced in paragraph 1.2 shall govern the work with regard to materials, design, construction, inspection and testing to the extent specified.

b) The Composite Elevated Tank shall be designed and constructed in compliance with applicable federal, state and local regulations.

c) Personnel safety equipment shall be provided in accordance with OSHA requirements and the manufacturers' documentation.

F. DELIVERY, STORAGE, & HANDLING

1) Handling and Shipping
The Contractor shall handle materials and fabricated components in a manner that will protect them from damage. Allow painted materials adequate cure time prior to stacking or shipping.

2) Storage and Protection
Protect delivered materials and equipment from damage. Store in well drained areas and provide blocking to minimize contact with the ground.

G. PROJECT CONDITIONS

1) Permits and Easements
The Developer (or its subcontractors) shall acquire permits necessary for construction of the project including but not limited to: airspace authority approval, site access agreements, high crossing permits, etc.

2) Existing Conditions
A geotechnical consultant has carried out a soils investigation at the site and a soil report has been incorporated within these specifications. The net allowable bearing pressure of shallow foundation and/or the allowable capacity of deep foundation elements have been defined in this report. The Contractor shall be responsible for securing any further geotechnical information required beyond that provided in this report. The Owner shall retain the services of the Geotechnical consultant to verify the adequacy of the bearing stratum after the Contractor has carried out the excavation and before any concrete or reinforcement is placed.

3) Access
The Contractor shall provide access from public roads to the tank site unless otherwise specified.

4) Working Conditions

a) Safety and Health - The Contractor shall comply with safe working practices and all health and safety regulations of OSHA, state and local health regulatory agencies and Material Safety Data Sheets (MSDS). Provide protective and lifesaving equipment for persons working at the site.

b) Times for Work - Times for work shall comply with local, state and federal regulations and laws.

H. SEQUENCING AND SCHEDULING

The Developer and engineer will provide sequencing and scheduling requirements for the contractor.

I. GUARANTEES

1) The Contractor shall guarantee the structure, appurtenant equipment and accessories provided under this Section against defective design, workmanship, or materials for a period of one year from the date of substantial completion. If notified within this period, the Contractor shall repair any defects caused by faulty design, workmanship, or material furnished under these specifications at no cost to the Owner. If Contractor is not advised of any defects within 30 days of the end of the guarantee period, then this guarantee shall be considered fulfilled and complete. Defects caused by damaging service conditions, such as electrolytic, chemical, or abrasive, are not covered by this guarantee.

2) All guarantees from any manufacturer or installer of paint, materials, equipment and accessories not manufactured by the Composite Elevated Tank manufacturer and that are provided under this Section, shall be obtained by the Contractor and submitted to the Owner.

2.01 PRODUCTS

A. MATERIALS

1) Reinforced Concrete
Concrete materials and reinforcement shall comply with ACI 318 and AWWA D107, except as modified in this Section.

2) Steel Tank
Welded steel water tank components, including steel plates, sheets, structural shapes and filler metals shall be in accordance with AWWA D107,.

B. CONCRETE FOUNDATION

The concrete foundation shall be designed in accordance with ACI 318. Minimum specified compressive strength shall be 4000 psi at 28 days. Reinforcing steel shall be ASTM A615 Grade 60. The service load reinforcement tension stress shall not exceed 30,000 psi under dead plus water load unless flexural cracking is otherwise controlled in accordance with ACI 318.

C. CONCRETE SUPPORT STRUCTURE

The concrete support structure shall be designed in accordance with ACI 318. The specified compressive strength of concrete shall be as required by design, but not less than 4000 psi at 28 days. The maximum specified compressive strength of concrete for the wall and dome shall be 6000 and 5000 psi respectively.

1) Support Wall
The support wall shall be reinforced concrete with a minimum thickness of 8 in. exclusive of any architectural relief. Wall thickness shall be provided such that the average compressive stress due to the weight of the structure and stored water is limited to 25% of specified compressive strength, but not greater than 1000 psi. A minimum total wall reinforcement of 0.15% vertically and 0.20% horizontally shall be distributed approximately equally to each face. A minimum of 0.75% vertical reinforcement shall be provided in the top 6 ft. of the wall extending into the concrete ring beam. Minimum concrete cover for interior/exterior faces shall be 1

in. and 1-1/2 in. respectively.

2) Tank Floor
The tank floor shall be a reinforced concrete dome not less than 8 in. thick. The average compressive stress due to the weight of the structure and stored water shall not exceed 15% of the specified compressive strength, nor greater than 600 psi. Minimum total reinforcement in orthogonal directions shall be 0.40% distributed approximately equally to each face. Additional reinforcement shall be provided for stress caused by edge restraint effects.

3) Openings

a) The effects of openings in the wall shall be considered in the design. Not less than 60% of the interrupted reinforcement in each direction shall be placed each side of the opening. Reinforcement shall extend past the opening not less than half the transverse opening dimension.

b) Openings 8 ft. 0 in. or wider used for vehicle access shall be strengthened against vehicle impact and local buckling by means of an internal buttress located on each side of the opening. The buttress shall consist of a thickened, reinforced concrete wall section that is integrally formed and placed with the concrete support structure.

D. CONCRETE SUPPORT STRUCTURE/STEEL TANK INTERFACE

1) Interface Region

a) The interface region includes those portions of the concrete support structure and steel tank affected by the transfer of forces from the tank cone and the tank floor to the concrete support structure. This includes a ring beam and connection details. The Contractor shall provide evidence that a thorough review of the interface region has been performed. Finite element and finite difference analyses are the required methods for examining such local stresses in detail.

b) The geometry of the interface shall provide for positive drainage and not allow either condensate or precipitation to accumulate at the top of the concrete wall or ring beam.

2) Ring Beam

a) The ring beam shall be reinforced concrete with a nominal width and height of at least two times the concrete support structure wall thickness. Minimum radial and circumferential reinforcement shall be 0.25%. For direct tension, reinforcement shall be provided such that the average service load stress in tension reinforcement due to the weight of the structure and stored water does not exceed 12,750 psi.

b) Ring beam design shall consider unbalanced forces from the welded steel tank cone and concrete dome, load conditions varying with water level, eccentricity of loads resulting from design geometry and

allowance for variations due to construction imperfection and tolerance.

E. WELDED STEEL TANK

1) General
The steel tank shall be all welded construction and shall be designed, fabricated and erected in accordance with applicable sections of AWWA D107. The required capacity and dimensions of the tank are noted on the drawings and in this Section of the specifications. All exposed lap joints shall be fully seal welded on both sides.

2) Plate Thickness
All members shall be designed to safely withstand the maximum stress to which they may be subjected during erection and normal operation. The minimum thickness of any steel plate in contact with water shall be 1/4 in. The minimum thickness of any steel plate not in contact with water shall be 3/16 in.

3) Roof Support
All structural members supporting the roof of the steel tank shall be flat bar or sealed square tubular sections. I-beams or other sections with horizontal projections may be used if the nominal depth is 10 in. or greater. Support beams shall be seal welded to the underside of the roof plate along the entire length of the beam.

4) Cone
Conical sections of the tank shall be designed using one of the 3 methods described in AWWA D107, Section 5.3.5. Inspections and reports shall be provided to the extent required by AWWA D107.

5) Bottom Liner
Liner plates shall be shop fabricated to conform to the shape of the concrete dome. They may be placed directly on the concrete. All liner plate seams shall be lap welded on the topside only with continuous fillet welds or continuous butt welds with backup bars. The minimum thickness for liner plates shall be 1/4 in.

F. APPURTENANCES AND ACCESSORIES

1) General
Accessories shall comply with the minimum requirements of the Specifications, Codes and Standards listed in paragraph 1.2, current applicable safety regulations and the operating requirements of the structure.

2) Ladder Access

a) Ladders shall be provided from the slab on grade inside the base of the concrete support structure to the upper walkway platform located below the tank floor. The tank floor manhole shall be provided with ladder access from the upper platform. A ladder shall extend from the upper platform, through the access tube interior to the roof. A ladder mounted on the access tube exterior shall be provided for access to

the tank interior, extending from the roof manhole to the tank floor.

b) Ladders that terminate at platforms or landings shall extend 48 in. above the platform elevations. A removable extension kit (Bilco Ladder-Up Safety Post or equal) shall be added to the fall protection system for all ladders not extending 48 in. above the platform elevations.

c) Ladders located in the concrete support structure shall be galvanized steel. Tank interior and access tube ladders shall be coated in accordance with the tank interior coating system.

d) Ladder side rails shall be a minimum 3/8 in. by 2 in. with a 16 in. clear spacing. Rungs shall be minimum 3/4 in. diameter, spaced at 12 in. centers and plug welded into holes drilled in the side rails. The surface of the rungs shall be knurled, dimpled, or otherwise treated to minimize slipping.

e) Ladders shall be secured to the adjacent structure by brackets located at intervals not exceeding 10 ft. Brackets shall be of sufficient length to provide a minimum distance of 7 in. from the center of the rung to the nearest permanent object behind the ladder. Ladder brackets located on the access tube exterior shall be reinforced at the access tube shell so that potential ice damage is confined to the ladder and bracket; and not the access tube shell.

3) Safe Climbing Device/Safety Equipment
OSHA compliant safe climbing system shall be provided on all ladders. Two sleeves with snap hooks shall be provided that are designed to be operated with the system. Two harnesses with shock resistant lanyards shall be provided with the system.

4) Rest Platforms
Rest platforms shall be provided at maximum 50 ft. intervals along the interior concrete support structure ladder. The platforms shall be nominal 5 ft. x 5 ft. and platform floor shall be grating. Openings shall be provided in the landings to accommodate the ladder that shall have a straight-run its full height. All platform components shall be galvanized steel and attachment hardware shall be zinc plated.

5) Platforms
A 4 ft. wide upper walkway platform shall be located at the top of the concrete support structure to provide access from the concrete support structure ladder to the roof access ladder located on the interior of the access tube. Platforms shall be provided with handrails, midrails and toe plates in accordance with OSHA requirements. Grating shall be used for the walking surface. All components shall be galvanized steel and attachment hardware shall be zinc plated.

6) Concrete Support Structure Doors

a) Personnel Door - Door frames shall be 16-gauge with concealed reinforcement at hardware locations. Expansion type anchors for

existing openings shall be installed near the top, bottom and intermediate point of each jamb to rigidly secure the frame. Doors shall be 1-3/4 in. thick insulated, reinforced, full, flush type with 18-gauge face sheets and concealed reinforcement at hardware locations. All edges shall be finished flush with watertight seams. Shop applied finish for the frame and door shall be baked on rust inhibitive primer. Field finish shall be compatible with the tank exterior. Standard hardware shall be stainless steel and include three 4-1/2 in. by 4-1/2 in. hinges, industrial duty closer and lockset. Quantity, location and size of personnel door(s) shall be as shown on the Project Drawings.

b) Overhead Vehicle Door
Provide a manually operated 10 ft x 10 ft (10 ft. x 10 ft. is standard) overhead steel rolling door located in the base of the tower. The door frame shall be fabricated of galvanized steel plate, fastened and reinforced on the interior face of the concrete support structure. The curtain shall be formed of 22-gauge steel interlocking slats designed for a wind loading of 20 psf. A 24-gauge steel hood shall be provided with a weather seal to protect the assembly. The curtain, bottom bar, brackets, guides, hood, pipe and chain shall be galvanized. Size and location of the overhead door shall be as indicated on the project drawings.

7) Tank Openings

a) Floor - Provide a 30 in. diameter manhole through the tank floor. The manhole shall be operable from a ladder located on the upper platform and shall be designed to withstand the pressure of the tank contents without leakage. The manhole assembly shall include a stainless steel hand wheel operator and threaded components.

b) Roof - Provide one 30 in. diameter weatherproof access hatch on the roof of the tank. The hatch will allow access from the roof to the interior tank ladder. The hatch opening shall have a minimum 4 in. curb. Hatch cover to be constructed of aluminum and shall have a 2 in. downward edge, stainless steel hardware and locking mechanism.

c) Roof – Provide one 24 in. diameter exhaust hatch located adjacent to the roof hatch. The exhaust hatch will be flanged with a bolted removable cover and designed such that an exhaust fan may be connected for ventilation during painting. The opening shall have a minimum 4 in. curb.

8) Access Tube

a) Provide a an appropriately sized, centrally located access tube through the welded steel water tank to provide access to the tank roof from the upper walkway platform. A 30 in. diameter access hatch shall allow egress from the access tube to the roof. The openings shall have a minimum 4 in. curb. Hatch cover to be constructed of aluminum and shall have a 2 in. downward edge, stainless steel hardware and locking

mechanism.

b) The area under the access tube shall be provided with a galvanized drip pan to prevent condensation from dripping onto the concrete floor slab below. The drip pan shall extend 3 in. beyond the drip line of the access tube. A 3/4 in. PVC drain pipe shall be provided to drain condensate to the overflow.

9) Roof Railing
A 42 in. high roof handrail shall be provided to enclose all centrally located roof accessories. The roof railing shall be a minimum of 15 ft. diameter.

10) Rigging Access
A removable access panel shall be located at the top of the concrete support structure accessible from a platform and shall provide access to the exterior rigging rails located near the welded steel tank/concrete support structure interface. This access panel shall be stainless steel or aluminum and have a minimum size of 24 in. by 36 in. In most cases, this removable access panel serves as one of the concrete support structure vents (See also 2.6.13.2).

11) Utility Rails
Provide permanently installed utility rails suitable for rolling trolleys on the interior of the welded steel tank at the wall/roof and access tube/roof connections. Provide an exterior utility rail at the base of the welded steel tank adjacent to the concrete support structure. Provide an interior concrete support structure utility rail at the top of the concrete support structure in order to assure access for maintenance of piping.

12) Piping

a) Inlet/Outlet Pipe - Provide an appropriately sized inlet/outlet pipe that extends from the base of the concrete support structure thru the floor elevation of the welded steel tank. Provide a minimum of 6 in. high removable silt stop where the inlet/outlet pipe enters the tank. The bottom capacity level of the tank's operating range shall be at or above the elevation of the top of the silt stop. Pipe material within the concrete support structure shall be minimum 10-gauge 304L stainless steel.

The inlet/outlet pipe shall be designed to support all related static and dynamic loads. Suitable galvanized brackets, guides and hangers shall be provided on the wall of the concrete support structure and welded steel water tank floor at intervals not exceeding 20 ft.

The inlet/outlet pipe shall be designed and constructed to accommodate any differential movement caused by settlement and by thermal expansion and contraction over the range of extreme temperature differences expected for the concrete support structure and pipe. The required flexibility shall be provided by an expansion joint located in the vertical section of pipe.

b) Overflow Pipe - Provide an appropriately sized overflow pipe. The top of the overflow shall be located within the welded steel water tank at the overflow elevation. The overflow pipe shall be routed beside or inside the central access tube and extend to grade inside the concrete support structure. A base elbow shall direct the overflow through the wall of the concrete support structure, where the pipe shall be terminated with a No. 4 mesh screen. Pipe material within the support structure shall be minimum 10-gauge 304L stainless steel. If the top of the overflow pipe is located above top capacity level, the tank shall be designed for the additional capacity provided by the difference.

The entrance to the overflow pipe shall be designed for the maximum inlet flow rate. The design shall be based on the water level cresting within 6 in. above the overflow elevation. A weir shall be provided if the entrance capacity of the overflow pipe diameter is not adequate. The Contractor's standard vortex prevention device shall also be used.

The overflow shall be designed to support all related static and dynamic loads. Suitable galvanized brackets, guides and hangers shall be provided on the wall of the concrete support structure and welded steel water tank floor at intervals not exceeding 20 ft. The overflow and weir section within the tank shall be coated carbon steel and supported by the central access tube.

The overflow pipe shall be designed and constructed to accommodate any differential movement caused by settlement and by thermal expansion and contraction over the range of extreme temperature differences expected for the concrete support structure and pipe. The required flexibility shall be provided by an expansion joint located in the vertical section of pipe.

c) Stainless Steel Requirements - Pipe and fittings shall be Type 304L stainless steel fabricated from material meeting the requirements of ASTM A240. Fabrication, inspection, testing, marking and certification of pipe and fittings shall be in accordance with ASTM A778 and A774, respectively. Backing flanges shall be in accordance with ASTM A285-C drilled to ANSI B16.5 Class 150.

Pipe, fittings and flange thickness shall be in accordance with the manufacturers certified pressure rating for the applicable service pressures.

13) Ventilation

a) Tank Ventilation - A tank vent shall be provided, located near the center on the tank roof above the maximum weir crest elevation. It shall consist of a support frame, screened area and cap. The support shall be fastened to a flanged opening in the tank roof. The vent cap shall be provided with sufficient overhang to prevent the entrance of wind driven debris and precipitation. A minimum of 4 in. shall be provided between the roof surface and the vent cap.

The tank vent shall have an intake and relief capacity sized to prevent excessive pressure differential during the maximum flow rate of water, either entering or leaving the tank. The overflow pipe will not be considered as a vent. The maximum flow rate of water exiting the tank shall be calculated assuming a break in the inlet/outlet at grade when the tank is full. The vent shall be provided with an insect screen. Vent capacity shall be determined based on open area provided by the screen.

b) Support Structure Ventilation - As a minimum, one louvered vent shall be provided at the top of the concrete support structure. This vent shall be accessible from the upper platform and may also be designed to provide access to the exterior rigging rails located at the welded steel tank/concrete support structure intersection. Vents shall be galvanized steel with stainless steel or aluminum insect screen.

14) Interior Floors

a) Slab on Grade - Provide a 6 in. thick, 3500 psi concrete floor slab in the base of the concrete support structure. The slab shall be supported on compacted granular fill and shall be reinforced with #5 reinforcing steel bars at 12 in. centers each way. Provide 1/2 in. expansion joint between floor slab and concrete support structure and at pipes and supports that extend through the floor. Place cap strip and sealant over the expansion joint. The slab shall be sloped at 0.5% toward the overhead door for drainage.

15) Lightning Protection

a) Provide a lightning protection system for the Composite Elevated Tank and any roof mounted equipment that may be damaged by lightning. Install the system in accordance with NFPA 780 with materials that meet UL96 and UL96a.

b) Minimum requirements include two 28 strand by 14-gauge copper conductors bonded to the steel tank 180 degrees apart. The conductors shall be fastened to the interior concrete support structure at 3 ft. minimum spacing and shall terminate with buried 5/8 in. diameter by 8 ft. long copper clad ground rods.

16) Identification Plate

a) A tank identification plate shall be mounted near the personnel door. The identification plate shall be corrosion resistant and contain the following information:
   1. Tank Contractor
   2. Contractor's project or file number
   3. Tank capacity
   4. Height to High Water Level

5. Date erected

G. ELECTRICAL AND LIGHTING
Electrical and Lighting must meet all applicable NC Building Code and FAA requirements.

H. STEEL TANK PAINTING
Project must meet NC DEQ and AWWA standards and requirements

I. SOURCE QUALITY CONTROL

1) Tests
Review mill test certifications of all steel plate, structural components and reinforcement to ensure compliance with specification requirements.

2) Quality Assurance
Provide quality assurance of shop fabricated components in accordance with AWWA D100.

3.01 EXECUTION

A. EXAMINATION

1) Foundation Excavation
The foundation bearing surface and excavation shall be inspected and verified by a geotechnical engineer retained by the Owner prior to construction of the foundation (See also 1.7.2).

2) Environmental Conditions
Prior to performing any work, verify the expected temperature, humidity and weather conditions are within the specified limitations for executing the work.

3) Elevated Tank Components
After completion of each major component and prior to proceeding with the next stage of construction, verify that tolerance inspections and material quality control tests conform to this specification.

B. REINFORCED CONCRETE CONSTRUCTION

1) Reinforcement

a) Fabrication, placement, development and splicing of reinforcement shall be in accordance with ACI 318 and ACI 117.

b) Concrete support structure reinforcement shall be installed with plastic supports. Maximum spacing of supports for welded wire fabric shall be 5 ft. centers, horizontal and vertically.

2) Architectural Concrete Construction (Concrete Support Structure or Pedestal Shaft)

a) The exposed exterior surface of the concrete support structure is designated as architectural concrete. The concrete and formwork requirements of this Section shall be strictly enforced to ensure concrete of the highest practicable structural and architectural standard. Concrete proportioning, placing and finishing shall be in accordance with the ACI 301, Chapter 18, except as modified by this Section. Formwork design, installation and removal shall comply with the minimum requirements of ACI 318 and ACI 117 and with the applicable requirements of ACI 347 and ACI 371R, except as modified by this Section.

b) Attention shall be given to ensure the same concrete design mix is used throughout the concrete support structure. The proportion, type and source of cement and aggregates shall not be changed. Uniform moisture content and placing consistency shall be maintained.

c) Drop chutes shall be used in all wall concreting operations where concrete placement is 5 ft. and greater in drop height. Concrete shall be placed directly between reinforcement layers to prevent aggregate segregation and form splatter with the resulting finish variations.

d) Forming systems not designed for lateral pressures associated with full height plastic concrete head shall be designed with the provision of ties and bracing such that concrete components conform to the correct dimensions, shape, alignment and elevation without leakage of mortar. Formwork systems shall be designed to safely support all loading conditions. Embedded items shall be properly positioned and secured. Form surfaces shall be cleaned of foreign materials and coated with a release agent prior to placing reinforcement. Do not allow excessive release agent to accumulate on the form. Steel forms shall be coated with non-staining, rust preventative form oil or otherwise protected.

e) The forming system for the concrete support structure wall shall be fully engineered and detailed with procedures to meet the increased demands of architectural concrete. The concrete support structure shall be constructed with a jump form process using form segments prefabricated to match the wall curvature. Concrete pour height shall be a minimum of 4 ft. and a maximum of 12 ft. Form panels shall extend the full height of the concrete pour using only vertical panel joints. Form systems that are designed to lap the previous wall pour shall be sealed to prevent grout leakage. Form system shall incorporate a positive means of adjustment to maintain dimensional tolerances specified herein. Panels shall be designed for lateral pressures associated with full height plastic concrete head; support and bracing shall be provided for construction related impact loads and wind loads. Working platforms that allow safe access for inspection and concrete placement shall be provided. Form facing material shall be metal, or plywood faced with plastic or fiberglass.

f) The form system shall incorporate a uniform pattern of vertical and horizontal rustications to provide architectural relief to the exterior wall surface. Rustication strips shall be attached to the form face to minimize potential grout leakage that results in broken corners, color variations and rock pockets. All construction joints and panel joints shall be located in rustications. Vertical panel joints shall be sealed using closures that combine with the form pattern to prevent grout leakage and panel joint lines. All joints shall be grout tight in order to prevent leakage during concrete placement. The vertical and horizontal rustications shall be proportioned and combined to impart a symmetrical architectural pattern to the completed structure. No architectural form treatment is required on the interior surface.

g) Support structure concreting shall be capable of segmented placement procedures only when required. Temporary vertical bulkheads shall divide the wall pour into segments corresponding to a single batch (truckload) of concrete. The bulkheads shall be located at rustications; braced rigid and tight to maintain vertical alignment under concrete load without grout leakage. Wall segment concrete shall be placed continuously to full form height from a single load. Placement from multiple batches is not permitted. Temporary bulkheads shall not be removed until adjacent concrete is placed.

h) Wall forms shall not be disturbed or removed for a minimum period of twenty four (24) hours after concrete placement. Additionally, in no instance shall the forms be removed before the concrete has attained sufficient strength to prevent forming operations or environmental loads from causing surface damage or excessive stress. Form removal shall be based on early age concrete strength testing. The minimum concrete strength shall be established by the Contractor, based on an analysis of stress at critical stages throughout the forming and concrete operations. Early age concrete testing shall be in accordance with ACI 228.1R-03.

i) The formwork system for the domed structural floor shall be designed to support all construction loads. Adequate shoring and bracing shall be provided to transfer loads without appreciable movements. Form surfaces shall be steel, plastic, or fiberglass coated material. Shoring and forms for the structural dome slab shall remain in place until the concrete has gained sufficient strength to carry the floor weight without damaging deflections.

3) Concrete

Concrete proportioning, production, placement, quality control and curing procedures shall comply with ACI 318 and ACI 117. Concrete shall satisfy the specific structural, durability and architectural requirements of the completed components.

a) Proportioning - The proportions of materials for concrete shall be established to provide adequate workability and proper consistency to permit concrete to be worked readily into the forms and around

reinforcement without excessive segregation or bleeding. If high range water reducer is used, concrete slump prior to addition shall be 3 to 4 in. The slump, after addition of high range water reducer, shall be a maximum of 9 in. Air shall be entrained to provide concrete with 3.5% to 6.5% air content.

b) Production - Concrete that arrives at the project with slump below that suitable for placing may have water added within the limits of the maximum permissible water-cement ratio. Maximum slump shall not be exceeded. The water shall be incorporated by additional mixing equal to at least half of the total mixing time required. For concrete with site-administered high range water reducer, the preplasticized minimum slump requirement shall be attained as permissible by addition of water and mixing prior to the addition of the water reducer.

c) Placement - Prior to concrete placement, all snow, ice, water, or other foreign material shall be removed from the spaces that the concrete will occupy. Concrete shall be deposited in its final position in accordance with ACI 318 or the applicable building code. Drop chutes or tremies shall be used in walls and columns to prevent free-fall of the concrete over 5 ft. and to allow the concrete to be placed through the cage of reinforcing steel. These shall be moved at short intervals to prevent stacking of concrete.

d) Vibration - All concrete shall be consolidated by vibration so that the concrete is thoroughly worked into the corners of forms and around the reinforcement and embedded items to eliminate all air or stone pockets which may cause honeycombing. Internal vibrators shall be the largest practical size that can be used in the work and shall be operated by competent workmen.

e) Wall Finish - Provide a smooth form finish for the interior and exterior concrete support structure. Tie holes shall be plugged using grout on the interior and manufactured plugs on the exterior that match the color of the cured concrete as closely as possible.

f) Dome Finish - Provide a smooth form finish for the interior dome slab. The unformed surface shall have a floated finish.

4) Weather

a) Concrete shall not be placed during precipitation or extreme temperatures unless protection is provided.

b) During cold weather the recommendations of ACI 306 shall be followed.

c) During hot weather the recommendations of ACI 305 shall be followed.

5) Concrete Support Structure Dimensional Tolerances
Support structure concrete construction shall conform to the following:

a) Variation in thickness
   Wall -3.0% to +5.0%
   Dome -6.0% to +10.0%

b) Concrete support structure variation from plumb:
   in any 10 ft. of height - 1 in.
   in any 50 ft. of height - 2 in.
   maximum in total height - 3 in.

c) Concrete support structure diameter variation - 0.4% (not to exceed 3 in.)

d) Dome floor radius variation - 1.0%

e) Level alignment variation:
   from specified elevation - 1 in.
   from horizontal plane - 1/2 in.

f) The offset between adjacent pieces of formwork facing material shall not exceed the following:
   Exterior exposed surfaces - 1/8 in.
   Interior exposed surfaces - 1/4 in.
   Unexposed surfaces - 1/2 in.

C. FOUNDATION

1) Excavation
After verification of the foundation bearing surface, a 2 in. thick concrete working slab within the lower excavation limits may be provided. Grade the site to prevent runoff from entering the excavation.

2) Finish
Formed surfaces shall have a smooth form finish when exposed and a rough form finish when not exposed.

D. FIELD QUALITY CONTROL

1) Concrete Testing and Inspection

a) The evaluation and acceptance of concrete shall be in accordance with Section 5.6 of ACI 318 and ACI 117, except as modified in this Section.

b) Three cylinders shall be made from each sample required. A 7-day compressive strength test shall be used to supplement the 28 day tests.

c) Slump, air, temperature and compressive cylinder testing shall be performed by an independent laboratory. The Contractor shall retain the independent laboratory and provide the Contractor with copies of all test results.

d) The concrete support structure radius, plumbness and thickness shall be verified for each concrete lift at 45 degree intervals. An inspection report by

the Contractor shall be provided to the Owner at project completion.

2) Welded Steel Water Tank Testing & Inspection

a) Inspection procedures for the welded steel tank shall be as required by AWWA D107, Section 9, "Inspection and Testing". Radiographic inspection of full penetration butt-welded joints shall be made by an independent inspection company retained by the Contractor.

b) Conical sections of the welded steel water tank designed using Method 2 or Method 3 of AWWA D107 shall be inspected in accordance with Section 9.4 of AWWA D107.

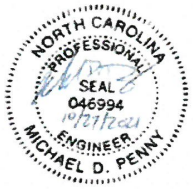
c) Weld joints of plate over the structural concrete floor shall be tested for leaks by vacuum box/soap solution testing, or equivalent method.

PROJECT LUMEN ELEVATED STORAGE TANK
BUDGETARY OPINION OF PROBABLE CONSTRUCTION COST

Executive Summary

Description	Select Architectural Features	Additional Architectural Features
1 MG EST Construction Cost	$ 6,400,000.00	$ 6,900,000.00
Easement Land Value	$ -	$ -
Engineering and Architectural Fees	$ 750,000.00	$ 750,000.00
Total	**$ 7,150,000.00**	**$ 7,650,000.00**

Kimley Horn is responsible for design of water line from existing 16 inch water main to EST site.
Construction costs include a 30% estimating contingency.
Estimate being provided for budgetary purposes only and is subject to change pending scope of work, material and labor costs.
Additional architectural features are estimated to be $500,000.



MCKIM CREED PROJECT NUMBER 08183-0002

10/27/2021

PROJECT LUMEN ELEVATED STORAGE TANK
BUDGETARY OPINION OF PROBABLE CONSTRUCTION COST

LUMEN ELEVATED WATER STORAGE TANK OPTION - 1MG, ~192FT without Booster Pump Station

Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	Line Work - Potable Water Main				
a	16" Slip Joint Ductile Iron Pipe, CL350 (Public Right-of-Way)	500	LF	$ 120.00	$ 60,000.00
T site.	30" Steel Encasement Pipe w/ 16" RJ DI Carrier Pipe, CL350 Installed by Bore & Jack at Roadway Crossing	0	LF	$ 960.00	$ -
c	Testing, Cleanup and Seeding for Water Mains	500	LF	$ 8.00	$ 4,000.00
d	Restrained Mechanical Joint Fittings	700	LBS	$ 10.00	$ 7,000.00
e	16" Gate Valve	1	EA	$ 16,000.00	$ 16,000.00
f	16X16 TS&V	1	EA	$ 26,000.00	$ 26,000.00
g	Erosion Control	500	LF	$ 5.00	$ 2,500.00
h	Traffic Control	500	LF	$ 2.00	$ 1,000.00
i	Miscellaneous Restoration	500	LF	$ 2.00	$ 1,000.00
j	Unknown SubSurface Conditions	500	LF	$ 8.00	$ 4,000.00
k	Utility Relocation Allowance	500	LF	$ 2.00	$ 1,000.00
l	Mobilization	1	LS	$ 3,700.00	$ 3,700.00
2	Elevated Storage Tank				
a	1,000,000 Gallon Elevated Tank, Custom Composite, 192FT Height	1	LS	$ 4,000,000.00	$ 4,000,000.00
b	Aerator	1	LS	$ 50,000.00	$ 50,000.00
c	Mixer	1	LS	$ 50,000.00	$ 50,000.00
d	Chemical Feed System	0	LS	$ 50,000.00	$ -
e	Site Work, Fencing, E&SC	1	LS	$ 75,000.00	$ 75,000.00
f	Yard Piping and Valve Vault	1	LS	$ 275,000.00	$ 275,000.00
g	Electrical	1	LS	$ 50,000.00	$ 50,000.00
h	Telemetry	1	LS	$ 25,000.00	$ 25,000.00
i	Unknown SubSurface Conditions	1	LS	$ 75,000.00	$ 75,000.00
j	Mobilization	1	LS	$ 138,000.00	$ 138,000.00
				SubTotal	**$ 4,864,200.00**
				Contingency (30%)	**$ 1,459,300.00**
				TOTAL	**$ 6,323,500.00**
				Budgetary Round Up	**$ 6,400,000.00**

Exhibit B

Future Public Street – Approved Subdivision Plan #2021-119-SD

Exhibit C

Plans and Specifications & Geotechnical Requirements

Exhibit D

Memorandum of Option

NORTH CAROLINA

JOHNSTON COUNTY

MEMORANDUM OF OPTION

Johnston Co PID 05F020373

Prepared by and Return to: Kelly V. Chase, Cauley Pridgen, P.A., 2500 Nash Street N, Ste C, Wilson, NC 27896

Memorandum of OPTION AGREEMENT

This Memorandum Option Agreement ("Memorandum") is entered into on _____ ___, 2024 by and between Copper Land LLC, a North Carolina LLC, whose mailing address is 8000 Weston Parkway Suite 360, Cary, NC 27513 (the "Optionor") and Town of Clayton, a body politic and corporate organized and existing under the laws of the State of North Carolina, whose principal address 111 East Second Street, Clayton, NC 27520 (the "Optionee").

W I T N E S S E T H:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Optionor and Optionee entered into that certain Option and Put Agreement, as amended by that certain First Amendment to Water Tower Option and Put Agreement (collectively, the "Agreement") whereby Optionor shall donate to Optionee the Property described on Exhibit A, attached hereto on or before May 1, 2024.

The provisions set forth in the Agreement and any amendments entered into by Optionor and Optionee subsequent to this Memorandum are hereby incorporated into this Memorandum by reference. This Memorandum is not a complete summary of the Agreement, and the provisions

contained herein shall not be construed to interpret the terms thereof. In the event of a conflict between this Memorandum and the Agreement, the Agreement shall control. This Memorandum shall automatically terminate on May 2, 2024 unless sooner terminated in a writing by the parties and recorded in the Johnston County Registry.

IN WITNESS WHEREOF, Optionee has executed this Memorandum as of the date and year set forth above.

{Signature and Notary Page to Follow}

THE TOWN OF CLAYTON

By: _____
Jody McLeod, Mayor

ATTEST:

_____
_____, Town Clerk

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public of _____County, State of North Carolina, do hereby certify that _____, either being [ ] personally known to me or [ ] proven by satisfactory evidence (such evidence being_____), personally appeared before me this day and acknowledged that she is the Clerk of the TOWN OF CLAYTON, a North Carolina municipal corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was voluntarily signed in its name by the its Mayor, sealed with its municipal seal and voluntarily attested by her as its Clerk for the purposes stated herein on behalf of the TOWN OF CLAYTON.

Witness my hand and seal, this _____ day of _____, 2024.

_____
Notary Public

My Commission Expires:

_____
[NOTARY SEAL]

COPPER LAND LLC

By: _____
Print Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of _____County, State of North Carolina, do hereby certify that _____, the _____ of Copper Land LLC, a North Carolina limited liability company, either being [ ] personally known to me or [ ] proven by satisfactory evidence (such evidence being_____), personally appeared before me this day and acknowledged the above execution of the foregoing instrument on behalf of Copper Land LLC.

Witness my hand and seal, this _____ day of _____, 2024.

_____
Notary Public

My Commission Expires:

_____
[NOTARY SEAL]

Exhibit A to Memorandum of Option

Legal Description

Being all that certain land more particularly described as follows:

COMMENCING at an existing 1" iron pipe on the northeast corner of Copper Land LLC [CL1] (PID# 05F02037E / Deed Book 6245, page 412) having NCSPCS Coordinates of Northing: 683,306.89' Easting: 2,148,076.94'; thence with the line of CL1 South 00°40'09" West, passing an existing 2" iron pipe at 635.77 feet, a total distance of 1002.28 feet to a set iron pipe, the point of BEGINNING; thence with the line of Copper CMD LLC (PID# 05G03071 / Deed Book 6427, Page 613) South 00°40'09" West a distance of 157.03 feet to an existing 2" iron pipe on the northeast corner of CMD Acquisition, LLC (CMD1] (PID# 05G03199O / Deed Book 6618, page 685 / Plat Book 96, page 198); thence with the line of CMD1 and CMD Acquisitions, LLC [CMD2] (PID# 05G03199N / Deed Book 6618, page 685 / Plat Book 96, page 198) North 89°01'13" West a distance of 250.00 feet to a set iron pipe, common corner with CL1; thence with the line of CL1 the following two (2) calls: North 00°40'15" East a distance of 154.32 feet to a set iron pipe; thence South 89°38'23" East a distance of 250.00 feet to the point of BEGINNING, containing an area of 38,918 square feet, or 0.89 acres, more or less.

Regular Town Council Meeting
Agenda Cover Sheet

Meeting Date	Agenda Location
March 4, 2024	CONSENT AGENDA

Item Title

OSBM Grant

Presenter(s)

Joy Garretson, Library Director

Suggested Action

Place on Consent Agenda

Strategic Priorities Alignment

☐ Think Clayton (Administrative)	☐ Think Arts & Culture	☐ Think Downtown	☐ Think Economic Development	☐ Think Land Use & Housing	☐ Think Mobility	☐ Think Parks, Recreation & Natural Resources	☐ Think Public Services & Infrastructure

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

This grant represents funds from the North Carolina General Assembly to the Town of Clayton. This $250,000 will be put towards the town's current project to renovate the Hocutt-Ellington Memorial Library as identified on the adopted Capital Improvement Plan.

Funding Source

N/A

Corresponding Documentation

OSBM Grant Agreement 2024

Submitted By: Joy Garretson, Library

Reviewed By:

Heidi Holland, Town Clerk Approved - Feb 29 2024

DocuSign Envelope ID: C845FB07-D857-49EB-9910-5E8EFE38AD7E

North Carolina Office of State Budget and Management

Contract # 12501

This Agreement is hereby entered into by and between the NC Office of State Budget and Management (the "AGENCY") and Town of Clayton (the "RECIPIENT") (referred to collectively as the "Parties").

1. EFFECTIVE TERM:

The RECIPIENT's performance period for this agreement shall be effective starting July 1, 2023, through October 3, 2025. The PARTIES' duties of record-keeping, monitoring, reporting, and auditing continue thereafter as provided below.

2. RECIPIENT'S DUTIES:

The RECIPIENT is authorized by this agreement to use funds for purposes referenced in the Current Operations Appropriations Act, Session Law (S.L.) 2023-134. The RECIPIENT's scope of work is a complete and concise scope of goods or services supported by this agreement and consistent with language in S.L. 2023-134. (See Appendix A).

The RECIPIENT agrees to use the funds in the amounts allocated for the budget cost items set forth in the RECIPIENT's Budget. RECIPIENT may reallocate and/or redistribute among budgeted items up to 10% in overall budget costs without the express written permission of the AGENCY.

The RECIPIENT understands and acknowledges that the total funding level available under this agreement will not exceed $250,000.00.

The RECIPIENT acknowledges they have provided the following additional documentation:

a. Internal Revenue Service W-9 form (includes address, Tax ID) DS
b. Electronic Payment Form & Supporting Document DS
c. Scope of Work – Appendix A DS
d. Policy addressing conflicts of interest DS
e. **Sworn** Statement of no overdue tax debts DS

The RECIPIENT understands and acknowledges required compliance with all statutory provisions outlined in G.S. 143C-6-22 Use of State funds by non-State entities, 9 N.C.A.C. Subchapter 3M and the requirements found in S.L. 2023-134, Section 5.3; 12.1 and 12.2.

The RECIPIENT shall ensure:

a. Funds are used for nonsectarian, nonreligious purposes only.
b. No more than $140,000 in State funds, including any interest earnings accruing from those funds, may be used for the annual salary of any individual employee of a nonprofit organization.

c. Interest earnings on funds shall be used for the same purposes for which the grant was made.
d. Submission of quarterly reports on financial and performance progress. This shall include the financial and performance progress of the RECIPIENT and all SUB-RECIPIENTS.
e. Compliance with 9 N.C.A.C. Subchapter 3M.0205.

Pursuant to G.S 143C-6-8, the RECIPIENT understands and agrees that funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to lack of adequate appropriated funds, the AGENCY will ensure that it will pay for services and goods acquired and obligated on or before the notice of agreement termination.

3. AGENCY'S DUTIES & PAYMENT PROVISIONS:

The AGENCY shall ensure that funds allocated and disbursed pursuant to Session Law 2023-134 comply with the intent and guidance found in these Session Laws and ensure compliance with related state statutes and financial management standards.

The AGENCY is subject to the following requirements:

a. Upon execution of this contract and the RECIPIENT's submission of documents identified in Section 2 of this contract, the AGENCY shall pay the RECIPIENT the full amount as identified in the scope of work within 30 days.
b. Develop RECIPIENT quarterly financial and performance reporting document that shall incorporate the requirements of 9 N.C.A.C. Subchapter 3M.0205 and require the RECIPIENT to:
    i. Certify that funds received or held were used for the intended purpose.
    ii. Provide an accounting for funds received, interest earned, funds expended.
    iii. Provide activities, accomplishments, and performance measures.
    iv. Provide a list of employees and the amount of State funds used for the employee's annual salary.
    v. Provide supporting invoices, contracts, payroll information or other documents to support expenditures.
c. Provide a secure method for submitting financial and performance reports.
d. Conduct financial and performance monitoring until the contract is completed.
e. Funds will not revert until October 3, 2025.

4. FUNDS MANAGEMENT:

The RECIPIENT agrees that funds paid through this contract shall be subject to the following:

a. Accounted for in a separate fund and accounting structure within the RECIPIENT's central accounting and / or grant management system. This shall include accounting for interest earned on these funds.
b. All accounts payable disbursements, check register disbursements and related transactions shall be managed in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocations described in Section 3 above.
c. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be eligible under this Contract.

d. If eligible, the RECIPIENT and all subrecipients shall:

i. Request from the North Carolina Department of Revenue a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and
ii. Exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.

5. POST-GRANT AWARD DOCUMENTATION REQUIREMENTS:

The RECIPIENT agrees to submit the required quarterly report on or before the 10th day following the end of each quarter. The first report is due to the AGENCY during the quarter in which the funds have been received by the RECIPIENT. The AGENCY shall provide the format and method for reporting. All reports and supporting documents shall include the RECIPIENT and all SUB-RECIPIENT information and shall be submitted as prescribed by the AGENCY.

RECIPIENT and any SUB-RECIPIENTS agree that all program activity results information reported shall be subject to review and authentication as described in Paragraph 7 and RECIPIENT will provide access to work papers, receipts, invoices and reporting records, if requested by the AGENCY, as the AGENCY executes any monitoring or internal audit responsibilities.

RECIPIENTS and SUB-RECIPIENTS receiving $500,000 or more shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book. The audit report must be provided to the AGENCY no later than nine months after the end of the RECIPIENTS fiscal year. This report shall be submitted as prescribed by the AGENCY. The cost of an audit conducted in conformance with the Yellow Book is an allowable cost for this grant.

6. AGREEMENT ADMINISTRATORS:

All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's Agreement Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Agreement Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Agreement Administrator by giving timely written notice to the other Party.

RECIPIENT and AGENCY Point of Contact	
RECIPIENT Contract Administrator	AGENCY Contract Administrator
Name: Richard D Cappola Jr Email: TownManager@townofclaytonnc.org Direct Phone: 9195535002 Fiscal year end MONTH: June	Cole Jordan NC Office of State Budget and Management 2 South Salisbury Street Raleigh, NC 27601 Direct Phone: 984-236-0633 Email: NCGrants@osbm.nc.gov

7. MONITORING AND AUDITING:

The RECIPIENT acknowledges and agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents and facilities of the RECIPIENT are subject to being audited, inspected and monitored at any time by the AGENCY upon its request (whether in writing or otherwise). The RECIPIENT further agrees to provide AGENCY staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting and related requirements.

The RECIPIENT acknowledges and agrees that, regarding the grant funds, it will be subject to the audit and reporting requirements prescribed in G.S. 159-34, Local Government Finance Act – Annual Independent Audit, rules, and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the RECIPIENT and are subject to change.

8. TAXES:

The RECIPIENT shall be considered to be an independent RECIPIENT and as such shall be responsible for all taxes. The RECIPIENT agrees to provide the AGENCY with the RECIPIENT'S correct taxpayer identification number upon the execution of this Agreement. The RECIPIENT agrees that failure to provide the AGENCY with a correct taxpayer identification number authorizes the AGENCY to withhold any amount due and payable under this Agreement.

9. SITUS:

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

10. COMPLIANCE WITH LAW:

The RECIPIENT shall remain an independent RECIPIENT and as such shall be wholly responsible for the scope of work to be performed under this Agreement and for the supervision of his employees and assistants. The RECIPIENT represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of or have any individual contractual relationship with the AGENCY. The RECIPIENT shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction.

The Recipient acknowledges and agrees that, in its conduct under this Contract and in connection with any and all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200. The Recipient further acknowledges and agrees that, if it grants any of the grant funds awarded hereunder to one or more sub-recipients or sub-sub-recipients, the Recipient shall, by contract, ensure that said cost principles are made applicable to and binding upon any and all such SUB-RECIPIENTS, SUB-SUB-RECIPIENTS, etc. in their handling, use and expenditure of the funds awarded to the RECIPIENT hereunder.

11. TERMINATION OF AGREEMENT:

This agreement may be terminated by mutual consent upon sixty (60) days written notice to the other party, or as otherwise provided by law. As soon as reasonably possible following termination of this agreement, the amount of any residual unexpended funds shall be transferred to the AGENCY.

12. AMENDMENTS:

This Agreement may be amended in writing which documents approval of changes by both the AGENCY and the RECIPIENT.

13. AGREEMENT CLOSE-OUT PROCESS:

The RECIPIENT agrees to submit to the AGENCY a complete performance and expenditure status report (final quarterly report) within ninety (90) days after the completion of the project or final expenditure date, whichever is later. Unexpended funds should be promptly returned to the AGENCY at this time.

RECIPIENT will be deemed noncompliant if its final report is not submitted within the 90-day period stated above. Once the complete final performance and financial status report package has been received and evaluated by the AGENCY, the RECIPIENT will receive official notification of agreement close-out. The letter will inform the RECIPIENT that the AGENCY is officially closing the agreement and retaining all agreement files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

14. AUTHORIZED SIGNATURE WARRANTY:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement. **In Witness Whereof,** the RECIPIENT and the AGENCY have executed this Agreement in duplicate originals, with one original being retained by each party.

RECIPIENT NAME

DocuSigned by:
Richard D. Cappola Jr.
830D598B47B14B5...

2/27/2024 | 12:07 PM EST

Signature | Date

Richard D. Cappola Jr. | Town Manager

Printed Name | Title

NC OFFICE OF STATE BUDGET AND MANAGEMENT

DocuSigned by:
kristin Walker
8CBE034DDDB04BB...

2/27/2024 | 12:48 PM EST

Signature | Date

Kristin Walker | State Budget Director

Printed Name | Title

TOWN OF CLAYTON
PROCLAMATION
NATIONAL WOMEN'S HISTORY MONTH

WHEREAS, Women's History Month is a dedicated month to reflect on women's contributions to United States history; and

WHEREAS, National Women's History Month traces its roots to March 8th 1857, when women from various New York City factories staged a protest over poor working conditions; and

WHEREAS, the National Women's History Alliance designates a yearly theme for Women's History Month. The 2024 theme is "Women Who Advocate for Equity, Diversity and Inclusion" recognizing women, past and present, who have been active in all forms of media and storytelling including print, radio, TV, stage, screen, blogs, podcasts, news, and social media; and

WHEREAS, today we continue to provide guidance on many issues facing women, including health and wellness, violence against women, education and employment, and youth development; and

WHEREAS, the Town of Clayton joins in honoring the legacy of women of every race, class and ethnic background who changed the world by contributing to the economic, cultural and social development of our state in countless recorded and unrecorded ways; and

NOW, THEREFORE, on behalf of the Clayton Town Council, we hereby proclaim March 1st – 31st, 2024 National Women's History Month.

Proclaimed this the 18th day of March, 2024.

_____

Michael Sims
Mayor Pro Tem

Regular Town Council Meeting
Agenda Cover Sheet

Meeting Date	Agenda Location
March 4, 2024	PUBLIC HEARINGS

Item Title

2023-185-RZ Southern Wake Property Group Rezoning

Presenter(s)

Steven Mott, Planner II

Suggested Action

Adoption of Ordinance - Adoption of Ordinance by Town Council

Strategic Priorities Alignment

☐ Think Clayton (Administrative)	☐ Think Arts & Culture	☐ Think Downtown	☐ Think Economic Development	☒ Think Land Use & Housing	☐ Think Mobility	☐ Think Parks, Recreation & Natural Resources	☐ Think Public Services & Infrastructure

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

Other/Special Instructions: Signs posted at subject parcel.

Summary

Presentation to Town Council regarding the rezoning of the subject parcel located at 4008 Powhatan Rd. from Residential Large Lot (RLL), formerly Residential Estate (R-E), Zoning District to the Light Industrial (LID), formerly Industrial Light (I-1), Zoning District.

Background/History

This rezoning request was presented at the Planning Board's January 22, 2024 meeting and was unanimously recommended for approval.

Funding Source

N/A

Corresponding Documentation

01 - 2023-185-RZ Southern Wake Property Group Rezoning - Staff Report

02.1 - Application 2023-185-RZ Southern Wake Property

02.2 - Owner Consent 2023-185-RZ

03 - Neighborhood Meeting Letter 2023-185-RZ Southern Wake

04 - Survey 2023-185-RZ Southern Wake Property

05 - Staff Report Maps - Southern Wake Property Group

06 - Consistency Statements Sheet - PB - 2023-185-RZ Southern Wake Property Group

07 - Rezoning Ordinance #2024-02-04

Appendix A - Table 4.2.5. - Listing of Common Principal Uses - LID - 11.20.23

Submitted By: Steven Mott, Planning

Reviewed By:

Conrad Olmedo, Planning Director	Approved - Feb 26 2024
Rich Cappola, Town Manager	Approved - Feb 29 2024
Heidi Holland, Town Clerk	Approved - Feb 29 2024

Town of Clayton
Planning Department
111 E. Second Street, Clayton, NC 27520
P.O. Box 879, Clayton, NC 27528
Phone: 919-553-1545

STAFF REPORT

Application Number: 2023-185-RZ
Project Name: Southern Wake Property Group – Rezoning

TAG #(s): 05I05020A
Town Limits/ETJ: ETJ
Applicant: Adams & Hodge Engineering, PC
Owner: Southern Wake Property Group, LLC
Location: 4008 Powhatan Rd.
Project Planner: Steven Mott, Planner II

Public Noticing Dates:

- **Neighborhood Meeting:** Thursday, December 7, 2023
- **Sign posted:** January 10, 2024
- **PB Adjacent Property Letters Mailed:** January 10, 2024

REQUEST: Rezoning from Residential Estate (R-E) to Industrial Light (I-1), to be Light Industrial (LID) as of 1/2/24

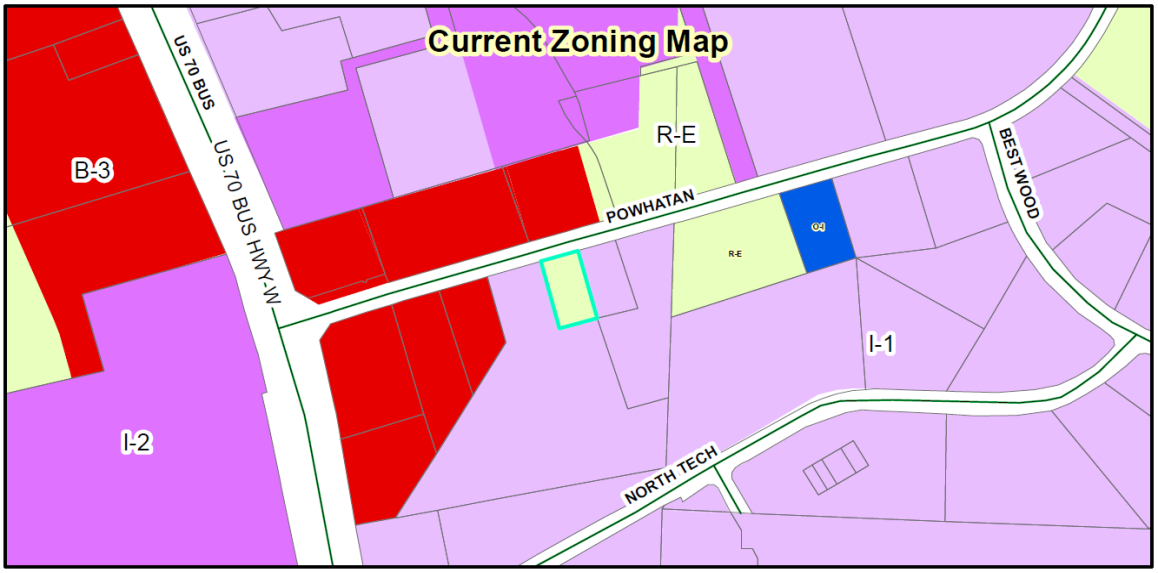


SITE DATA:
Acreage: +/- 0.53 acres
Existing Use: Vacant Single Family Home

ADJACENT ZONING AND LAND USES:

Direction	UDC Zoning / New UDO Zoning	Existing Use
North	B-3 (Highway-Business)/CRM (Corridor Commercial)	Self-Storage
South	Industrial Light (I-1)/Light Industrial (LID)	Vacant
East	Industrial Light (I-1)/Light Industrial (LID)	Residential
West	Industrial Light (I-1)/Light Industrial (LID)	Vacant

D



STAFF ANALYSIS AND COMMENTARY:

Overview

The site is within the Town of Clayton's ETJ, located at 4008 Powhatan Road, Clayton, NC, 27520. The applicant is requesting to rezone the property from Residential Estate (R-E) to Industrial Light (I-1). Currently, there is a vacant single-family home on the property. Should this rezoning request be approved, the Town of Clayton's new Unified Development Ordinance, effective January 2, 2024, will establish this property as Light Industrial (LID).

REZONING APPROVAL CRITERIA

In connection with its legislative decision on a rezoning request, the Town Council may consider factors including, but not limited to, the following:

(1) Consistency with the adopted plans and policies of the Town;

Applicant's Response: The proposed project is consistent with the adopted plans of the town.

Staff Commentary: Staff believe that the proposed zoning changes are consistent with currently adopted plans for this project, especially Land Use Policy LU-4: Encourage new businesses and non-residential development in Employment Centers designated on the Future Land Use Map. Furthermore, Strategy LU 1.4.1 states that we should "encourage a mix of non-residential land use in Employment Centers including industrial, warehouse, office, research and development, tech-flex, renewable energy, recycling, fabrication, assembly, and technology uses."

(2) Suitability of the subject property for uses permitted by the current versus the proposed district;

Applicant's Response: The project parcel is currently zoned R-E, which is not suitable for the proposed use. The proposed zoning of I-1 will allow the property to be suitable for the proposed use and consistent with the current future land use plan. In addition, the proposed zoning is consistent with immediate area and adjacent parcels.

Staff Commentary: Staff believes that this request is appropriate and achieves the best use potential and practice for this site and agrees with the reasons listed by the applicant on suitability of the subject property.

(3) Whether the proposed change tends to improve the balance of uses, or meets a specific demand in the Town;

Applicant's Response: The proposed zoning improves the balance of uses.

Staff Commentary: Staff believes that this will address the need for industrial space near like-uses within the Town's ETJ.

(4) The capacity of adequate public facilities and services including schools, transportation infrastructure, recreation facilities, wastewater treatment, water supply facilities, and stormwater drainage facilities for the proposed use;

Applicant's Response: There are adequate public facilities and services available to meet the needs of the proposed use.

Staff Commentary: The rezoning should not affect the Town's compacity of public facilities or services, nor will it negatively affect the current infrastructure.

(5) It has been determined that the legal purposes for which zoning exists are not violated;

Applicant's Response: The proposed zoning does not violate any legal standards.

Staff Commentary: Staff believes that this request is not contravened and will serve the community under its zoning district.

(6) It has been determined that there will be no adverse effect upon adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;

Applicant's Response: There are no perceived adverse effects on adjacent properties. The proposed zoning is consistent with the adjacent parcels.

Staff Commentary: There should be no adverse effect upon any of the adjoining property owners.

(7) It has been determined that no one property owner or small group of property owners will benefit materially from the change to the detriment of the general public.

Applicant's Response: This project is not anticipated to have any detrimental effects on the general public or specific property owners in any way. All buffers and design standards of the Town of Clayton will be met during site plan review and approval.

Staff Commentary: Though the property owner or applicant may benefit from the rezoning, staff believes that request will not be a detriment to the general public.

Consistency with the Comprehensive Growth Plan 2045

The Future Land Use Map identifies this area as being classified as "Employment Center" (see map below). The Comprehensive Growth Plan's Policy LU 1.4 provides guidance that the Town should "encourage new businesses and non-residential development in Employment Centers designated on the Future Land Use Map." With the Town's Land Use Policy in mind, the proposed rezoning will continue to concentrate industrial development in a more central area. Staff believes that the rezoning of this parcel as I-1 would create continuity with adjacent parcels, would be agreeable with the existing surrounding land uses, and is in line with guidance found within the Comprehensive Growth Plan 2045.

Comprehensive Growth Plan Goals supporting the rezoning request include:

Goal LU 1: Preserve Clayton's character while allowing for growth and development in appropriate areas.

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 LU 1.4.1: Encourage a mix of non-residential land use in Employment Centers including industrial, warehouse, office, research and development, tech-flex, renewable energy, recycling, fabrication, assembly, and technology uses.



CONSIDERATIONS:

- Approval of the rezoning would allow any permitted use within the Light Industrial (LID) Zoning District, formerly the I-1 Zoning District, to occur on the site. Planning Board should consider all potential uses of the site when giving their recommendation for this rezoning. With the Town of Clayton's new Unified Development Ordinance coming into effect on January 2, 2024, the I-1 Zoning District will be established as Light Industrial (LID). Potential uses on the site will therefore be regulated to those permitted in the Light Industrial (LID) zoning district.

RECOMMENDATION:

- Staff recommends ***APPROVAL*** of the proposed rezoning request.
- Planning Board voted unanimously on January 22nd, 2024, to recommend this rezoning petition for ***APPROVAL*** to Town Council.

CONSISTENCY AND REASONABLENESS STATEMENT:

"We find this rezoning action is consistent with the Future Land Use Map, Goal LU 1, Policy LU 1.3, Policy LU 1.4 of the Town of Clayton's 2045 Comprehensive Growth Plan.

"And

"The proposed zoning amendment is reasonable and in the public interest because it supports the Town of Clayton 2045 Comprehensive Growth Plan's policies above and because:

1. The Comprehensive Growth Plan encourages industrial uses in this area; and
2. The request is compatible with existing zoning and land uses in the area. "

ATTACHMENTS:

1) Staff Report
2) Application
3) Neighborhood Meeting Materials
4) Survey
5) Staff Report Maps
6) Consistency Statements Sheet
7) Ordinance
8) Appendix A - Table 4.2.5. - Listing of Common Principal Uses - LID - 11.20.23

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

REZONING APPLICATION

■ **Rezoning Fee: $750 + $10 per acre**

Public Noticing Fees (Mailing & Sign) will be confirmed/invoiced by town staff prior to payment.
Mailed Notice: $1.00 per mailed notice
Public Notice Signs: $20.00 per posted sign

SITE INFORMATION

Name of Project: Southern Wake Property Group Powhatan Rd

Acreage of Property: .53 AC **Zoning District:** R-E

County Tag #: 05I05020A **NC Pin #:** 167700-38-7739

Address/Location: 4008 Powhatan Road

Existing Zoning District: R-E **Proposed Zoning District:** I-1

APPLICANT INFORMATION

Applicant: Adams & Hodge Engineering, PC

Mailing Address: 314 E. Main Street, Clayton, NC 27520

Phone Number: 919-243-1332/919-812-2654 **Fax:** N/A

Contact Person: Amy Stancil

Email Address: info@adamsandhodge.com/amy@adamsandhodge.com

PROPERTY OWNER INFORAMTION

Name: Southern Wake Property Group, LLC

Mailing Address: 5540 Centerview Dr., Suite 204, Raliegh , NC 27606

Phone Number: 919-356-9686 **Fax:** N/A

Email Address: will@southernwakeproperty.com

RECEIVED
DEC 01 2023
TOWN OF CLAYTON
PLANNING DEPARTMENT

OFFICE USE ONLY

Date Received: DEC 01 2023 Amount Paid: $760.00 File Number: 2023-185-RZ

$23 Due for Mailing

July 2023

APPROVAL CRITERIA

All applications for a Rezoning must address the following findings:

1. Consistency with the adopted plans of the Town.

   The proposed project is consistent with the adopted plans of the town.

2. Suitability of the subject property for uses permitted by the current vs. the proposed district.

   The project parcel is currently zoned R-E, which is not suitable for the proposed use. The proposed zoning of I-1 will allow the property to be suitable for the proposed use and also consistent with the current future land use plan. In addition, the proposed zoning is consistent with the adjacent parcels.

3. Whether the proposed change tends to improve the balance of uses, or meets specific demand in the Town.

   The proposed zoning improves the balance of uses.

4. The capacity of adequate public facilities and services including schools, roads, recreation facilities, wastewater treatment, potable water supply and stormwater drainage facilities is available for the proposed use.

   There are adequate public facilities and services available to meet the needs of the proposed use.

5. It has been determined that the legal purposes for which zoning exists are not violated.

   The proposed zoning does not violate any legal standards.

6. It has been determined that there will be no adverse effect upon adjoining property owners unless such effect can be justified by the overwhelming public good or welfare.

   There are no perceived adverse affects on adjacent properties. The proposed zoning is consistent with the adjacent parcels.

7. It has been determined that no one property owner or small group of property owners will benefit materially from the change to the detriment of the general public.

No single owner or group of property owners will benefit from the change in zoningto the detriment of the general public.

APPLICANT AFFIDAVIT

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

Amy Stancil		11/30/2023
Print Name	*Signature of Applicant*	*Date*

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

REZONING APPLICATION COVER SHEET

Name of Project: Southern Wake Property Group Powhatan Road **Date:** 11/30/2023

Applicant Name: Adams & Hodge Engineering, PC

The following checklist to be completed by applicant:

- ☑ Pre-Application Meeting on: July, 2023
- ☑ Review Fee
- ☑ Completed Application
- ☑ Owner's Consent Form
- ☑ Adjacent Property Owner's List - Include Names, Full Mailing Addresses & Parcel/NC Tag #
- ☑ Neighborhood Meeting Notice Letter (1 copy)
- ☑ Signed & Sealed Boundary Survey
- ☑ One printed copy of all required items must be submitted with application and payment

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

OWNER'S CONSENT FORM

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

Project Name: Southern Wake Property Group Powhatan Office **Address or PIN #:** 4008 Powhatan Rd

AGENT/APPLICANT INFORMATION:

Adams & Hodge Engineering, PC
(Name - type, print clearly)

314 E Main Street
(Address)
Clayton, NC 27520
(City, State, Zip)

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

Rezoning
Construction Documents
Planning Documents

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

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

OWNER AUTHORIZATION:

Southern Wake Property Group, LLC
(Name - type, print clearly)

William Ramsay
(Owner's Signature)

5540 Centerview Dr, Ste 204
(Address)

Raleigh, NC 27606
(City, State, Zip)

STATE OF NC
COUNTY OF Wake

Sworn and subscribed before me William Ramsay, a Notary Public for the above State and County, this the 28 day of November, 2023.

SEAL

DAVID J LAFONTAINE
Notary Public - North Carolina
Wake County
My Commission Expires Oct 19, 2027

Notary Public

My Commission Expires: 10/19/27

July 2018

ADAMS & HODGE ENGINEERING, PC

November 27, 2023

Dear Clayton Area Property Owner:

The purpose of this letter is to notify you of an application filed with the Town of Clayton for a land use change or development proposal involving property adjacent to, or in close proximity to, property shown in your ownership by Johnston County tax records. Per Town of Clayton regulations, a Neighborhood Meeting will be held to provide information to area residents about the nature of the proposal. A representative of the applicant will be present to explain their application, answer questions, and solicit comments.

Meeting Date: **Thursday, December 7, 2023**

Meeting Time: **6:00 p.m.**

Meeting Location: **314 E. Main St. (Adams & Hodge Engineering – Entrance and Parking in the back of building)**

Type of Application: **Rezoning Application**

Project/proposal property location: 4008 Powhatan Rd. Clayton, NC 27520

Description of project/proposal: **We are proposing a rezoning from R-E to I-1 to match adjacent properties in this area.**

At a minimum, the following will be available for your inspection at the Neighborhood Meeting:

1. A copy of the project application.
2. A schedule of all upcoming public meetings for application.
3. A map at 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 property that is subject to this application for land use change and/or development proposal.

If you have any questions prior to or after this meeting, you may contact us at *(919)763-7278*.

You may also contact the Planning Department at 919-553-5002.

Sincerely,

Donald C. Adams, Jr., PE

NORTH CAROLINA PROFESSIONAL SEAL 25469 ENGINEER DONALD C. ADAMS, JR.

ADAMS & HODGE ENGINEERING, PC

November 30,2023

Lori Bryant
Development Services Coordinator
Town of Clayton
111 E. Second Street
Clayton, NC 27527

Subject: Rezoning Application
Southern Wake Property Group – Powhatan Rd

Dear Ms. Bryant,

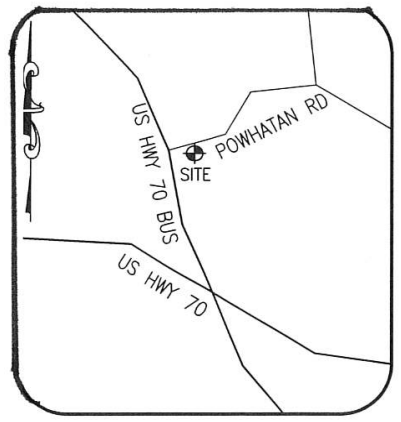
Please see below for a list of the enclosed information. I have emailed a copy of everything as well.

- Check fee of $760
- Rezoning Application
- Owner's Consent signed
- Adjacent Property Owner's List
- Neighborhood Meeting Letter
- Signed & Sealed Boundary

Please let me know if there are any questions.

Sincerely,

Amy D. Stancil
919-812-2654
amy@adamsandhodge.com



VICINITY MAP (N.T.S.)

LEGEND

- EXISTING IRON ROD
- EXISTING IRON PIPE
- EXISTING CONCRETE MONUMENT
- CALCULATED/SET POINT
- POWER POLE
- TELEPHONE PEDESTAL
- SANITARY SEWER MANHOLE
- TEMPORARY BENCHMARK
- BOUNDARY LINE
- ADJOINER LINE
- RIGHT OF WAY
- OVERHEAD POWER

Note 'A'
This property is located in Zone 'X' (minimal flood risk) and is not within a Special Flood Hazard Area
FIRM # 3720167700K
Panel # 1677
Effective Date: 06/20/2018

Note 'B'
Surveyed on 10/26/2023

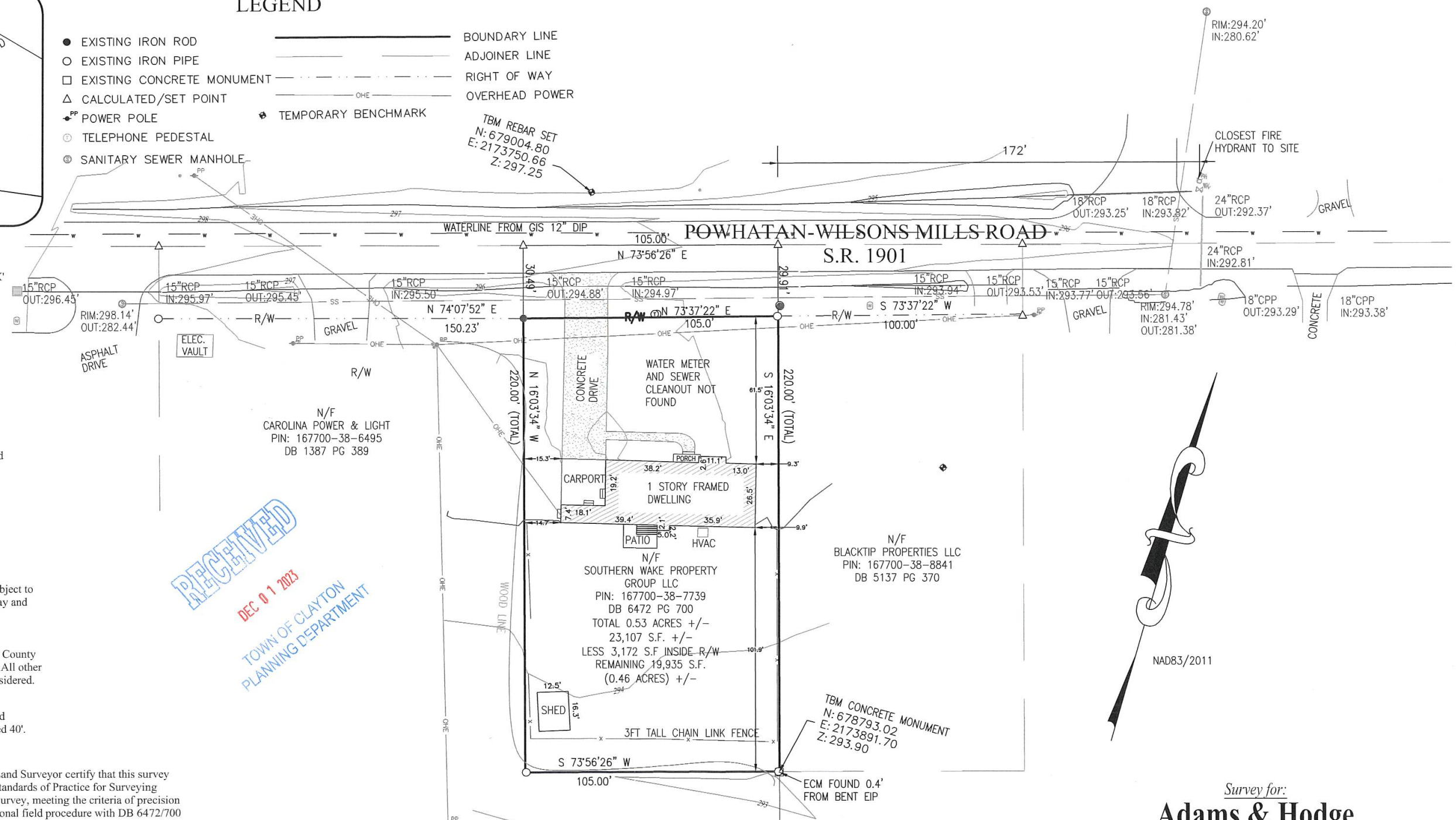
Note 'C'
All distances are horizontal ground unless otherwise stated

Note 'D'
All areas computed by coordinate method

Note 'E'
The parcel(s) shown hereon are subject to any and all easements, rights of way and restrictions of record

Note 'F'
Underground water from Johnston County GIS. Sanitary sewer field verified. All other underground utilities were not considered.

Note 'G'
The existing dwelling and proposed additions do not and will not exceed 40'.



RECEIVED
DEC 01 2023
TOWN OF CLAYTON
PLANNING DEPARTMENT

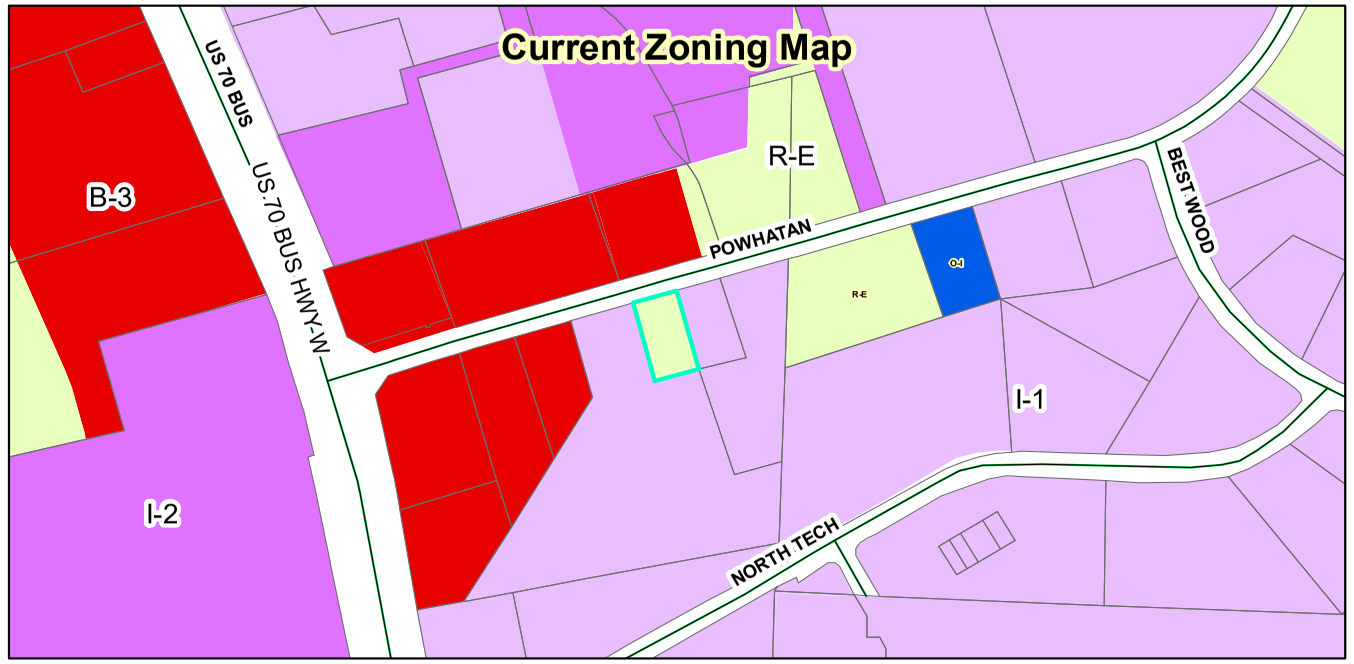
I, Michael S. Stokes, Professional Land Surveyor certify that this survey complies with the North Carolina Standards of Practice for Surveying Section 1600; that this is a class A survey, meeting the criteria of precision greater than 1:10,000; that conventional field procedure with DB 6472/700 was utilized; that all units are U.S. Survey Feet unless otherwise stated; that all distances are ground distances unless otherwise stated. Any Easements, gaps, lappages, or encroachments are shown on this survey; that all areas were computed by coordinate method. This survey is not to be recorded without written permission from the surveyor. This map remains the property of the surveyor and is to be used only for conveyance of this lot by the person(s) shown on this map.

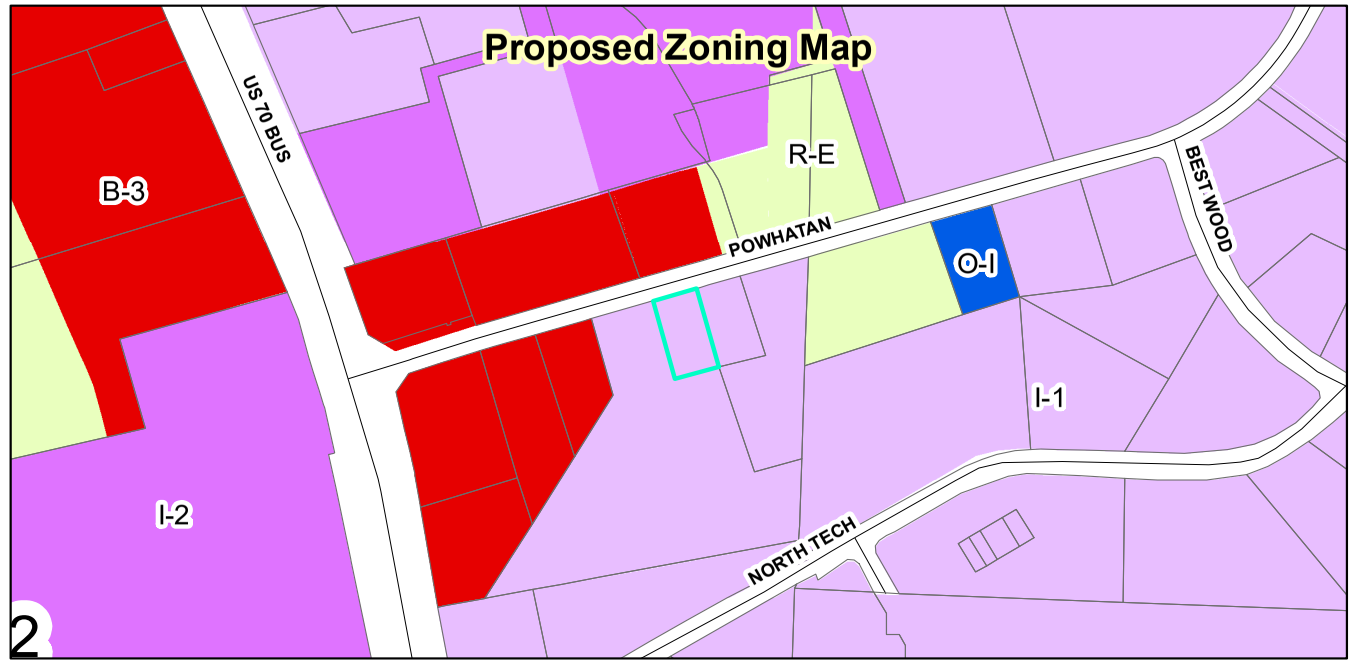
Witness my original signature, registration number and seal this 9th day of November, A.D. 2023.
Surveyor: Michael S Stokes
License # L-4996

NORTH CAROLINA PROFESSIONAL L-4996 LAND SURVEYOR MICHAEL S. STOKES

STOKES
SURVEYING & MAPPING, PLLC
Firm License # P-1139
1425-105 B Rock Quarry Rd.
Raleigh, NC 27610
(919)-971-7897
www.stokes-surveying.com

Survey for:
Adams & Hodge Engineering
of:
Clayton TWSP., Johnston County, North Carolina
Being the Property Located at:
4008 Powhatan Road, Clayton









Request: Rezoning from R-E to I-1
Project Name: Southern Wake Property Group Rezoning
Project Number: 2023-185-RZ

Applicant: Adams & Hodge Engineering, PC
Property Owner: Southern Wake Property Group, LLC
Tag #: 05I05020A

Site

N

0.1 0.05 0 0.1 Miles

Staff Report Map
Prepared by: TOC Planning Department
January 10, 2024

Disclaimer: Town of Clayton assumes no legal responsibility for the quality fo the data represented here.

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Motions for Consistency Statements

The Planning Board may choose from one of the four suggested motions below.

Staff Recommends the Motion in Red Bold Text

Motion 1: Approval – Consistent with the Future Land Use Map

I make a motion to recommend approval of this rezoning request based on consistency with the Future Land Use Map in the adopted 2045 Comprehensive Growth Plan, in that:

- **Goal LU 1 moves to preserve Clayton's character while allowing for growth and development in appropriate areas.**
- **Policy LU 1.3 seeks to encourage non-residential land uses in areas consistent with the Future Land Use Map.**
- **Policy LU 1.4 seeks to encourage new businesses and non-residential development in Employment Centers designated on the Future Land Use Map.**

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

- **The Comprehensive Growth Plan encourages industrial uses in this area.**
- **The request is compatible with existing zoning and land uses in the area.**

Motion 2: Approval – Inconsistent with the Future Land Use Map

I make a motion to recommend approval of this rezoning request. While the request is inconsistent with the Future Land Use Map in the adopted 2045 Comprehensive Growth Plan, in that:

- Goal LU 1 moves to preserve Clayton's character while allowing for growth and development in appropriate areas.
- Policy LU 1.3 seeks to encourage non-residential land uses in areas consistent with the Future Land Use Map.
- Policy LU 1.4 seeks to encourage new businesses and non-residential development in Employment Centers designated on the Future Land Use Map.

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

- The Comprehensive Growth Plan encourages industrial uses in this area.
- The request is compatible with existing zoning and land uses in the area.

Motion 3: Denial – Consistent with the Future Land Use Map

I make a motion to recommend denial of this rezoning request. While the request is consistent with the Future Land Use Map in the adopted 2045 Comprehensive Growth Plan, in that:

- Goal LU 1 moves to preserve Clayton's character while allowing for growth and development in appropriate areas.

- Policy LU 1.3 seeks to encourage non-residential land uses in areas consistent with the Future Land Use Map.
- Policy LU 1.4 seeks to encourage new businesses and non-residential development in Employment Centers designated on the Future Land Use Map.

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

- The requested rezoning is incompatible with existing land uses in the area.
- The current zoning designation is preferable to the area.

Motion 4: Denial – Inconsistent with the Future Land Use Map

I make a motion to recommend denial of this rezoning request based on inconsistency with the Future Land Use Map in the adopted 2045 Comprehensive Growth Plan, in that:

- Goal LU 1 moves to preserve Clayton's character while allowing for growth and development in appropriate areas.
- Policy LU 1.3 seeks to encourage non-residential land uses in areas consistent with the Future Land Use Map.
- Policy LU 1.4 seeks to encourage new businesses and non-residential development in Employment Centers designated on the Future Land Use Map.

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

- The requested rezoning is incompatible with existing land uses in the area.
- The current zoning designation is preferable to the area.

AN ORDINANCE AMENDING THE ZONING ORDINANCE

AND ZONING MAP

OF THE TOWN OF CLAYTON, NORTH CAROLINA

WHEREAS a petition has been filed with the Town Council of the Town of Clayton requesting an amendment to the Zoning Ordinance and Zoning Map of the Town of Clayton to include Light Industrial (LID) zoning to the properties described below, said properties formerly being zoned Residential Large Lot (RLL); and

WHEREAS said property is owned by Southern Wake Property Group, LLC; and

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

WHEREAS notice of a public hearing to consider the proposed change was published in accordance with law in The Johnstonian, a local newspaper, as required by Section 155.702(D) of the Clayton Unified Development Code and by Section 160D-602 of the North Carolina General Statutes; and

WHEREAS a notice of the proposed zoning classification action was mailed to the owner(s) of the parcel(s) of land involved, as shown on the County Tax Listing, and to the owners of all parcels of land abutting that (those) parcels(s) of land and within 100 feet of the subject parcel(s) of land, as shown on the County Tax Listings, by depositing a copy of the same in the United States Mail, first class postage paid, as required by Section 155.702(D) of the Clayton Unified Development Code and by Section 160D-602 of the North Carolina General Statutes; and

WHEREAS notice of the proposed zoning classification action was posted on the property as required by Section 155.702(D) of the Clayton Unified Development Code and by Section 160D-602 of the North Carolina General Statues; and

WHEREAS the said public hearing was actually conducted at 6:00 p.m. on March 4, 2024, 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

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

SECTION 1. That the Unified Development Ordinance of the Town of Clayton is hereby amended to include in the Light Industrial (LID) zone to of the following described properties:

General Description:

Located within the Town of Clayton's ETJ; 4008 Powhatan Road CLAYTON, NC, 27520

Specific Description:

NC Parcel TAG Number(s): 05I05020A

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

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

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

> *"We find this rezoning action is consistent with the Future Land Use Map, Goal LU 1, Policy LU 1.1, Policy LU 1.3, Policy LU 1.4 of the Town of Clayton's 2045 Comprehensive Growth Plan."*

And

The proposed zoning amendment is reasonable and in the public interest because it supports the Town of Clayton 2045 Comprehensive Growth Plan's policies above and because:

> *1. The Comprehensive Growth Plan encourages industrial uses in this area.; and*
>
> *2. This rezoning is consistent with the zoning of adjacent parcels and developments near this site.*

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

Duly adopted this 4th day of March 2024, while in regular Session

_____

Michael Sims
Mayor Pro Tem

ATTEST:

_____
Heidi Holland, CMC and NCCMC;
Town Clerk

APPROVED AS TO FORM:

_____
Jim Cauley
Town Attorney

Light Industrial District (LID) Permitted Uses

TABLE 4.2.5: LISTING OF COMMON PRINCIPAL USES

P = Permitted, subject to a Zoning Permit & applicable use standards
S = Permitted, subject to a Special Use Permit & applicable use standards
C =Permitted within a conditional zoning district, subject to applicable use standards
"•" = Prohibited
[#] = Table note (see end of table)

Use Type	Conventional Residential Districts						Conventional Non-Residential Districts								Special Districts			Conditional Districts					Use Standards
	RUR	RLL	RLD	RMD	RHD	RMF	OFI	DTNC	DTNT	DTNN	NCM	CRM	LID	HID	CON	MXD	PUB	CZR	CZM	CZC	CZD	CZI	
AGRICULTURAL USE CLASSIFICATION																							
Agricultural Packaging & Processing	·	·	·	·	·	·	·	·	·	·	·	·	P	P	·	·	·	·	·	·	·	C	
Agricultural Storage & Distribution	·	·	·	·	·	·	·	·	·	·	·	·	P	P	·	·	·	·	·	·	·	C	
Animal Husbandry	P	P	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	C	·	C	·	·	4.3.6
Animal Processing	·	·	·	·	·	·	·	·	·	·	·	·	·	S	·	·	·	·	·	·	·	C	
Equestrian Facility	P	P	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	C	·	C	·	·	4.3.43
Farm Equipment Sales and Service	·	·	·	·	·	·	·	·	·	·	·	·	·	P	·	·	·	·	·	C	·	·	
Farm Supply Sales (retail or wholesale)	·	·	·	·	·	·	·	·	·	·	·	·	·	P	·	·	·	·	·	C	·	·	
Horticulture	P	P	·	·	·	·	·	·	·	·	·	·	·	·	P	·	·	·	·	C	·	·	
Nursery (retail or wholesale)	·	P	·	·	·	·	·	·	·	·	P	P	·	·	·	·	P	·	·	·	·	·	
COMMERCIAL USE CLASSIFICATION																							
Animal Boarding Indoor and Outdoor	S	·	·	·	·	·	·	·	·	·	·	S	·	·	·	·	·	C	·	C	·	·	4.3.8
Animal Boarding, Indoor Only	·	·	·	·	·	·	·	·	·	·	P	P	·	·	·	·	·	·	·	C	·	·	4.3.7
Animal Shelter	·	·	·	·	·	·	·	·	·	·	·	·	P	P	·	·	P	·	·	·	·	C	4.3.9
Bank, Credit Union, or Similar Use	·	·	·	·	·	·	P	P	P	·	P	P	·	·	·	P	·	·	·	C	C	·	
Bar, Cocktail Lounge, Private Club	·	·	·	·	·	·	·	P	P	·	·	P	·	·	·	P	·	·	C	C	C	·	4.3.16
Bed & Breakfast	·	S	·	·	S	·	S	S	S	S	·	·	·	·	·	·	·	C	C	C	C	·	4.3.18
Bottle Shop (on-premise consumption)	·	·	·	·	·	·	·	P	P	·	·	P	·	·	·	P	·	·	C	C	C	·	4.3.20
Bulky Item Sales	·	·	·	·	·	·	·	·	·	·	·	P	P	·	·	·	·	·	·	C	·	C	4.3.22
Campground	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	C	·	·	·	·	4.3.25
Catering Establishment	·	·	·	·	·	·	·	P	P	·	P	P	P	·	·	P	·	·	C	C	C	·	

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Check Cashing / Pay Day Lending	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	C	·	·	4.3.28
Coffee Shop or Bakery	·	·	·	·	·	·	·	P	P	P	P	P	P	·	·	P	·	·	C	C	C	C	
Computer Related Services	·	·	·	·	·	·	P	P	P	P	P	P	P	·	·	P	·	·	C	C	C	C	
Convenience Store (with gasoline sales)	·	·	·	·	·	·	·	·	·	·	P	P	P	·	·	·	·	·	·	C	·	C	4.3.38
Co-Working Space	·	·	·	·	·	P	P	P	P	P	P	P	P	·	·	P	·	·	C	C	C	C	4.3.39
Day Spa (medical or non-medical)	·	·	·	·	·	·	·	P	P	·	P	P	·	·	·	P	·	·	C	C	C	·	
Event Venue, Indoor & Outdoor	·	·	·	·	·	·	P	P	P	·	·	P	·	·	·	·	·	C	C	C	C	·	4.3.44
Event Venue, Indoor Only	·	·	·	·	·	·	P	P	P	P	P	P	·	·	·	·	·	C	C	C	C	·	4.3.44
Fitness Center	·	·	·	·	·	P	P	P	P	·	P	P	P	·	·	P	·	·	C	C	C	C	4.3.51
Flea Market	·	·	·	·	·	·	·	·	·	·	·		·	·	·	·	·	·	·	C	·	·	4.3.52
Funeral Related Services	·	·	·	·	·	·	P	·	·	·	·	P	P	·	·	·	·	·	·	·	·	C	4.3.56
Gasoline Sales	·	·	·	·	·	·	·	·	·	·	P	P	P	·	·	·	·	·	·	C	·	C	4.3.57
Grocery Store	·	·	·	·	·	·	·	P	P	·	P	P	·	·	·	P	·	·	C	C	C	·	4.3.60
Grooming	P	·	·	·	·	·	·	P	P	·	P	P	·	·	·	·	·	·	C	C	·	·	
Hair, Nail, and Skin Related Services	·	·	·	·	·	·	·	P	P	P	P	P	·	·	·	P	·	·	C	C	C	·	
Heavy Equipment Sales, Rental, & Repair	·	·	·	·	·	·	·	·	·	·	·	·	P	·	·	·	·	·	·	·	·	·	4.3.65
Hotel or Motel	·	·	·	·	·	·	·	·	·	·	·	P	·	·	·	·	·	·	C	C	C	·	4.3.69
Indoor Commercial Recreation	·	·	·	·	·	·	·	P	P	·	P	P	P	·	·	P	·	·	C	C	C	C	4.3.70
Instructional Services	·	·	·	·	·	·	P	P	P	P	P	P	P	·	·	P	·	·	C	C	C	C	
Laundry and Fabric Cleaning	·	·	·	·	·	·	·	P	P	·	P	P	P	·	·	P	·	·	C	C	C	C	4.3.74
Light Equipment Sales, Rental, & Repair	·	·	·	·	·	·	·	·	·	·	P	P	P	P	·	·	·	·	·	C	·	C	4.3.76
Micro Brewery, Micro Distillery, or Micro Winery	·	·	·	·	·	·	·	P	P	·	P	P	P	P	·	P	·	·	C	C	C	C	4.3.85
Nightclub or Dance Hall	·	·	·	·	·	·	·	·	·	·	·	P	·	·	·	·	·	·	·	·	C	C	4.3.88
Office, High Intensity	·	·	·	·	·	·	P	P	P	·	P	P	P	·	·	P	·	·	C	C	C	C	4.3.90
Office, Low Intensity	·	·	·	·	P	P	P	P	P	·	P	P	P	·	·	P	·	C	C	C	C	C	

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	RUR	RLL	RLD	RMD	RHD	RMF	OFI	DTNC	DTNT	DTNN	NCM	CRM	LID	HID	CON	MXD	PUB	CZR	CZM	CZC	CZD	CZI	
Outdoor Commercial Recreation	·	·	·	·	·	·	·	·	·	·	·	P	P	·	·	·	·	·	·	C	·	C	4.3.92
Packaging and Shipping	·	·	·	·	·	·	·	P	P	·	P	P	P	·	·	P	·	·	C	C	C	C	
Parking Lot	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	C	C	·	4.3.97
Parking Structure	·	·	·	·	·	·	·	P	S	S	·	·	·	·	·	·	·	·	·	C	C	·	4.3.98
Pawn Shop	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	C	·	·	4.3.99
Pharmacy	·	·	·	·	·	·	P	P	P	·	P	P	·	·	·	P	·	·	C	C	C	·	4.3.100
Recreational Vehicle Park	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	C	·	·	4.3.104
Repair Shop	·	·	·	·	·	·	·	P	P	·	P	P	P	·	·	P	·	·	C	C	C	C	4.3.107
Restaurant Indoor and Outdoor Seating	·	·	·	·	·	·	P	P	P	·	P	P	·	·	·	P	·	·	C	C	C	·	4.3.110
Restaurant Indoor Seating Only	·	·	·	·	·	·	P	P	P	·	P	P	·	·	·	P	·	·	C	C	C	·	
Restaurant Walk-up Service Only	·	·	·	·	·	·	P	P	P	·	P	P	·	·	·	P	·	·	C	C	C	·	
Restaurant with Drive Through	·	·	·	·	·	·	P	·	·	·	P	P	·	·	·	·	·	·	C	C	C	·	4.5.5K
Retail, General	·	·	·	·	·	·	·	P	P	·	P	P	P	·	·	P	·	·	C	C	C	C	4.3.111
Retail, Large Format	·	·	·	·	·	·	·	·	·	·	·	P	P	·	·	·	·	·	C	C	·	C	4.3.112
Retail, Micro	·	·	·	·	·	P	·	P	P	P	P	P	·	·	·	P	·	C	C	C	C	C	4.3.113
Sexually-Oriented Business	·	·	·	·	·	·	·	·	·	·	·	·	S	·	·	·	·	·	·	·	·	·	4.3.118
Storage, Indoor and Outdoor	·	·	·	·	·	·	·	·	·	·	·	·	P	·	·	·	·	·	·	·	·	·	4.3.124
Storage, Indoor Only	·	·	·	·	·	·	·	·	·	·	·	·	P	·	·	·	·	·	·	·	·	·	4.3.123
Tanning Salon	·	·	·	·	·	·	·	P	P	·	P	P	·	·	·	P	·	·	C	C	C	·	
Tattoo & Piercing Establishment	·	·	·	·	·	·	·	·	·	·	P	P	·	·	·	P	·	·	C	·	C	C	4.3.126
Theatre, Indoors	·	·	·	·	·	·	·	P	P	·	P	P	·	·	·	P	·	·	C	C	C	·	
Theatre, Outdoors	·	·	·	·	·	·	·	·	·	·	·	P	·	·	·	·	·	·	·	C	·	·	4.3.129
Tobacco, CBD, and Vapor Shop	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	C	·	·	4.3.130
Vehicle Painting/ Bodywork	·	·	·	·	·	·	·	·	·	·	·	·	P	P	·	·	·	·	·	·	·	C	4.3.136
Vehicle Parts and Accessory Sales	·	·	·	·	·	·	·	·	·	·	P	P	·	·	·	·	·	·	·	C	·	·	4.3.137

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	RUR	RLL	RLD	RMD	RHD	RMF	OFI	DTNC	DTNT	DTNN	NCM	CRM	LID	HID	CON	MXD	PUB	CZR	CZM	CZC	CZD	CZI	
Vehicle Repair and Service (no painting/ bodywork)	•	•	•	•	•	•	•	•	•	•	•	P	P	•	•	•	•	•	•	C	•	C	4.3.138
Vehicle Sales and Rental	•	•	•	•	•	•	•	•	•	•	•		•	•	•	•	•	•	•	C	•	C	4.3.139
Vehicle Towing and Storage	•	•	•	•	•	•	•	•	•	•	•	•	P	P	•	•	•	•	•	•	•	C	4.3.140
Vehicle Washing or Detailing	•	•	•	•	•	•	•	•	•	•	P	P	•	•	•	•	•	•	C	C	C	C	4.3.141
Veterinary Services, Large Animal	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	C	•	•	•	•	4.3.142
Veterinary Services, Small Animal	•	•	•	•	•	•	P	P	•	•	P	P	•	•	•	•	•	•	C	C	C	C	
INDUSTRIAL USE CLASSIFICATION																							
Asphalt or Concrete Plant	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	C	4.3.12
Business Incubator	•	•	•	•	•	•	P	P	P	•	P	P	P	•	•	P	•	•	C	C	C	C	4.3.24
Contractor Services Office/Yard	•	•	•	•	•	•	•	•	•	•	•	•	P	P	•	•	•	•	•	C	•	C	4.3.37
Cryptomining and Data Processing	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	C	4.3.40
Electrical, HVAC, or Plumbing Fabrication	•	•	•	•	•	•	•	•	•	•	•	•	P	P	•	•	•	•	•	C	•	C	4.3.42
Extractive Industry	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	C	
Freight Terminal	•	•	•	•	•	•	•	•	•	•	•	•	P	P	•	•	•	•	•	C	•	C	4.3.54
Fuel Oil/Bottled Gas Distribution	•	•	•	•	•	•	•	•	•	•	•	•	P	P	•	•	•	•	•	•	•	C	4.3.55
Level 2 Solar Energy Conversion	•	•	•	•	•	•	•	•	•	•	•	•	•	P	•	•	P	•	•	•	•	C	4.3.122
Level 3 Solar Energy Conversion	•	•	•	•	•	•	•	•	•	•	•	•	•	P	•	•	P	•	•	•	•	C	4.3.122
Major Utility	•	•	•	•	•	•	S	•	•	•	•	•	P	P	•	•	P	•	•	C	C	C	4.3.135
Maker Space	•	•	•	•	•	•	•	•	•	•	•	P	P	P	•	P	P	•	C	C	C	C	4.3.78
Manufacturing, Heavy	•	•	•	•	•	•	•	•	•	•	•	•	•	P	•	•	•	•	•	•	•	C	4.3.82
Manufacturing, Light	•	•	•	•	•	•	•	•	•	•	•	•	P	P	•	•	•	•	•	•	•	C	4.3.83
Manufacturing, Medium	•	•	•	•	•	•	•	•	•	•	•	•	P	P	•	•	•	•	•	•	•	C	
Metal Fabrication	•	•	•	•	•	•	•	•	•	•	•	•	P	P	•	•	•	•	•	•	•	C	4.3.84
Minor Utility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	•	P	P	C	C	C	C	C	

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Recycling Center	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	P	·	·	·	·	C	4.3.105
Research and Development	·	·	·	·	·	·	P	·	·	·	·	·	P	P	·	·	P	·	C	C	C	C	
Salvage and Junkyard	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	C	4.3.114
Transfer Station	S	·	·	·	·	·	·	·	·	·	·	·	·	P	·	·	P	·	·	·	·	C	4.3.131
Warehouse, Distribution or Storage	·	·	·	·	·	·	·	·	·	·	·	·	P	P	·	·	·	·	·	C	·	C	4.3.144
Wholesale Sales, Indoor and Outdoor	·	·	·	·	·	·	·	·	·	·	·	·	P	P	·	·	·	·	·	C	·	C	4.3.145
Wholesales Sales, Indoor Only	·	·	·	·	·	·	·	·	·	·	·	·	P	P	·	·	·	·	·	C	·	C	
Wind Energy Conversion	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	C	4.3.146
INSTITUTIONAL USE CLASSIFICATION																							
Adult Day Care	·	·	·	·	·	·	P	·	·	·	P	P	P	·	·	P	·	C	C	C	C	C	4.3.3
Antenna Collocation, Major	P	·	·	·	·	·	P	P	P	P	P	P	P	P	·	P	P	·	C	C	C	C	4.3.10
Antenna Collocation, Minor	P	P	P	P	P	P	P	P	P	P	P	P	P	P	·	P	P	C	C	C	C	C	4.3.11
Arboretum or Formal Garden	P	P	P	P	P	P	P	P	P	P	P	P	·	·	P	P	P	C	C	C	C	·	
Athletic Field or Court	P	P	P	P	P	P	P	P	P	·	P	P	P	·	·	P	P	C	C	C	·	·	
Auditorium, Coliseum, Convention Center	·	·	·	·	·	·	P	P	P	·	·	P	·	·	·	·	P	·	C	C	C	·	4.3.14
Broadcasting Studio	·	·	·	·	·	·	P	·	·	·	P	P	P	·	·	·	P	·	·	·	C	·	
Bus Station	·	·	·	·	·	·	P	P	P	P	P	P	·	·	·	P	P	C	C	C	C	C	
Cemetery or Mausoleum	P	P	·	·	·	·	P	·	·	·	·	·	·	·	·	·	P	C	·	C	·	·	4.3.27
Child Day Care	·	·	·	·	·	P	P	P	P	P	P	P	·	·	·	P	·	C	C	C	C	C	4.3.29
College or University	·	·	·	·	·	·	P	·	·	·	·	P	·	·	·	·	P	·	C	C	C	·	
Community Center	·	·	·	·	·	P	P	P	P	P	P	P	·	·	·	P	·	C	C	C	C	·	
Community Garden	P	P	P	P	P	P	P	P	P	P	P	·	·	·	P	P	P	C	C	C	C	·	
Community Recreation Facility (private)	P	P	P	P	P	P	P	·	·	·	·	·	·	·	·	P	·	C	C	C	C	·	
Fire/EMS/ Police Station	P	P	P	P	P	P	P	P	P	P	P	P	P	·	·	P	P	C	C	C	C	C	4.3.50
Fraternal Club or Lodge	·	P	P	P	P	·	P	·	·	·	·	·	·	·	·	P	·	C	C	C	C	C	4.3.53
Golf Course (public or private)	P	P	P	P	·	·	·	·	·	·	·	·	·	P	·	·	P	·	·	C	·	·	

TABLE 4.2.5: LISTING OF COMMON PRINCIPAL USES

P = Permitted, subject to a Zoning Permit & applicable use standards
S = Permitted, subject to a Special Use Permit & applicable use standards
C =Permitted within a conditional zoning district, subject to applicable use standards
"•" = Prohibited
[#] = Table note (see end of table)

Use Type	Conventional Residential Districts						Conventional Non-Residential Districts								Special Districts			Conditional Districts					Use Standards
	RUR	RLL	RLD	RMD	RHD	RMF	OFI	DTNC	DTNT	DTNN	NCM	CRM	LID	HID	CON	MXD	PUB	CZR	CZM	CZC	CZD	CZI	
Government Office	·	·	·	·	·	·	P	P	P	P	P	P	·	·	·	P	P	C	C	C	C	C	
Governmental Training Facility	·	·	·	·	·	·	·	·	·	·	·	·	P	P	·	·	P	C	C	C	C	C	
Hospital	·	·	·	·	·	·	P	·	·	·	·	P	·	·	·	·	P	·	C	C	C	·	4.3.67
Indoor Recreation, Public	·	P	·	·	·	P	P	P	P	P	P	P	·	·	·	P	P	C	C	C	C	C	
Laboratory	·	·	·	·	·	·	P	·	·	·	P	P	·	·	·	·	P	·	C	C	·	C	4.3.73
Library	·	·	·	·	P	P	P	P	P	P	P	P	·	·	·	P	P	C	C	C	C	·	
Museum	·	·	·	·	·	·	P	P	P	P	P	P	·	·	·	P	P	·	C	C	C	·	
Outdoor Recreation, Public	P	P	P	·	·	P	P	·	·	·	·	·	·	·	·	P	P	C	C	C	C	·	
Outpatient Facility	·	·	·	·	·	·	P	P	P	·	P	P	·	·	·	P	P	·	C	C	C	·	4.3.94
Park and Ride Facility	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	P	C	C	C	C	C	
Park or Playground (public or private)	P	P	P	P	P	P	P	P	P	P	P	P	·	·	P	P	P	C	C	C	C	·	
Post Office	·	·	·	·	·	·	P	P	P	P	P	P	P	·	·	P	P	C	C	C	C	·	
Psychiatric Services	·	·	·	·	·	·	S	·	·	·	·	·	·	·	·	·	S	·	·	·	·	·	4.3.102
Rail Related	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	P	·	·	C	C	C	
Religious Institution	·	P	P	P	P	·	P	·	·	·	·	·	·	·	·	P	·	C	C	C	C	C	4.3.106
Residential Treatment Facility	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	P	C	C	C	C	C	4.3.109
School, Elementary or Middle	·	P	P	P	P	·	P	·	·	·	·	·	·	·	·	P	·	C	C	C	C	C	
School, High	·	S	S	S	S	·	P	·	·	·	·	·	·	·	·	P	·	C	C	C	C	C	4.3.116
School, Vocational	·	·	·	·	·	·	P	·	·	·	·	·	·	P	·	·	P	C	C	C	C	C	4.3.117
Small Wireless Facility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	·	P	P	·	·	·	·	·	4.3.121
Telecommunications Facility, Major	S	·	·	·	·	·	·	·	·	·	·	·	·	P	·	·	P	·	·	·	·	C	4.3.127
Telecommunications Facility, Minor or Concealed	P	·	·	·	P	P	P	P	P	P	P	P	P	P	·	P	P	C	·	·	·	·	4.3.127
Urgent Care	·	·	·	·	·	·	P	·	·	·	·	P	·	·	·	P	P	·	C	C	C	C	4.3.134
RESIDENTIAL USE CLASSIFICATION																							
Boarding House	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	C	·	·	·	·	4.3.19
Bungalow Court [1]	·	·	·	·	·	P	·	·	·	·	P	·	·	·	·	P	·	C	C	·	C	·	4.3.23

TABLE 4.2.5: LISTING OF COMMON PRINCIPAL USES

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Congregate Care	•	•	•	•	•	•	P	•	•	•	•	•	•	•	•	•	•	C	•	•	•	•	4.3.34
Conservation Subdivision [1]	•	P	P	P	P	P	•	•	•	•	•	•	•	•	•	P	•	C	C	•	•	•	4.3.35
Continuing Care Retirement Community	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	C	•	•	•	•	4.3.36
Duplex Dwelling [1]	•	•	•	P	P	P	•	•	•	•	P	•	•	•	•	P	•	C	C	•	C	•	4.3.41
Family Care Home	P	P	P	P	P	P	•	P	P	P	P	•	•	•	•	P	•	C	•	•	•	•	4.3.46
Group Home	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	C	•	•	•	•	4.3.62
Halfway House	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	C	•	•	•	•	4.3.64
Homeless Shelter	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	C	•	•	•	•	4.3.68
Live/Work	•	•	•	•	•	P	P	P	P	P	P	P	P	•	•	P	•	C	C	C	C	C	4.3.77
Manufactured Home (Class A Doublewide)	P	P	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	C	•	•	•	•	4.3.79
Manufactured Home (Class B Singlewide)	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	C	•	•	•	•	4.3.80
Manufactured Home Park	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	C	•	•	•	•	4.3.81
Mobile Home	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
Mobile Home Park	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
Multi-Family Dwelling	•	•	•	•	•	P	•	•	•	•	•	•	•	•	•	P	•	C	C	•	C	•	4.3.86
Pocket Neighborhood [1]	•	•	•	P	P	P	•	•	•	•	P	•	•	•	•	P	•	C	C	•	C	•	4.3.101
Single-Family Attached Dwelling [1]	•	•	•	•	P	P	•	•	•	•	•	•	•	•	•	P	•	C	C	C	C	•	4.3.119
Single-Family Detached Dwelling	P	P	P	P	P	P	•	•	P	P	P	•	•	•	•	P	•	C	•	•	C	•	4.3.120
Triplex or Quadplex [1]	•	•	•	•	P	P	•	•	•	•	•	•	•	•	•	P	•	C	C	C	C	•	4.3.132
Upper-Story Dwelling	•	•	•	•	•	P	P	P	P	P	P	P	•	•	•	P	•	C	C	C	C	•	4.3.133

NOTES:
[1] Not permitted on lots within the downtown boundary as designated in the 2045 Comprehensive Growth Plan Future Land Use Map unless permitted by and located within the CZD zoning district.

Regular Town Council Meeting
Agenda Cover Sheet

Meeting Date	Agenda Location
March 4, 2024	PUBLIC HEARINGS

Item Title

The Station at Old Town Hall - Economic Development Agreement

Presenter(s)

Patrick Pierce - Economic Development Director Kevin Lee - Secondary Investment, LLC Christi Thompson - The Station at Old Town Hall Erin Nenni - The Station at Old Town Hall

Suggested Action

Adoption of Resolution

Strategic Priorities Alignment

☐ Think Clayton (Administrative)	☐ Think Arts & Culture	☒ Think Downtown	☒ Think Economic Development	☐ Think Land Use & Housing	☐ Think Mobility	☐ Think Parks, Recreation & Natural Resources	☐ Think Public Services & Infrastructure

Public Hearing: Yes - Legislative

Applicable General Statute Number: N.C.G.S. 158-7.1(a)
N.C.G.S. 158-7.1(b)(2)

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 Hearing (Not Required by GS)
☐ Newspaper Notice (Not Required by GS)

☐ Public Forum/Input Session
☐ E-News Distribution
☒ Social Media
☐ Special Mailing
☒ Press Release
☐ Website
☐ Survey
☐ None Required

Summary

The Station at Old Town Hall economic development agreement will sell the vacant historic building to the development team for the purpose of rehabilitating this historic structure and creating an artisan market, office space and a food and beverage concept. Historic rehabilitation and economic development incentive grants are proposed.

Background/History

The Town issued an RFP in May 2022 soliciting proposals to private partners to redevelop the property at 231 E Second St, also known as Old Town Hall. The Station at Old Town Hall was selected as the preferred proposal. Since this time, staff have been working with the developer to finalize details of the economic development agreement.

Recommendation

Approve the economic development agreement.

Funding Source

General Fund

Cost

Yes

Corresponding Documentation

RESOLUTION - Old Town Hall

Economic Development Agreement - Old Town Hall - The Station - 022924v2

Submitted By: Patrick Pierce, Economic Development

Reviewed By:
Heidi Holland, Town Clerk Approved - Feb 29 2024

Resolution #2024-16

RESOLUTION AUTHORIZING APPROPRIATIONS AND EXPENDITURES FOR THE PURPOSE OF ECONOMIC DEVELOPMENT

WHEREAS, the Local Development Act of 1925 authorizes cities and counties to make appropriations and expenditures and to acquire and convey interests in real property for the purposes of aiding and encouraging the location of manufacturing enterprises, and locating industrial and commercial plants in the county which will, in the discretion of the governing body of the city or county, increase the population, taxable property, agricultural industries, employment, industrial output, or business prospects of the city or county; and

WHEREAS, Cities may acquire and hold for resale real property for the purpose of encouraging economic development as authorized by N.C.G.S. 158-7.1(a) and (b)(2); and

WHEREAS, Town of Clayton acquired the real property described as 231 E Second Street, Clayton, Johnston County, North Carolina, Parcel ID 05015051 as more particularly described as:

> BEING all that property described in that Deed recorded in Book J-9, Page 328, Johnston County Registry:
>
> BEGINNING at a stake on Second Street E.B. McCullers' corner; runs thence with said McCullers' line S 45° W 2.34 chains to a stake A.J. Barbour's corner; thence with said Barbour's line S. 45° E 1.12 chains to a ditch in Ashly Harris' line; thence with said Harris' line N 45° E 2.34 chains to a stake on Second Street; thence with said Street N 45° W. 1.12 chains to the beginning. Containing one fourth (1/4) of an acre and 30 square links. Being a Town lot on Second Street formerly sold to JW Dodd by said Ashley Harris.
>
> A map showing the above-described property is recorded in Plat Book 86, Page 142 of the Johnston County Registry

(the "Property"); and

WHEREAS, the interest in the Property was acquired by the Town of Clayton in the Deed at Book 6087, Page 428 of the Johnston County Registry to be held for the public purpose of economic development; and

WHEREAS, the Town desires to promote the economic development, health, safety, prosperity and general welfare of the public through the redevelopment and rehabilitation of historic and/or blighted buildings within the Clayton Historic District; and

WHEREAS, the Property is a contributing historic building located within the Clayton Historic District on the National Register of Historic Places of the US Department of the Interior; and

WHEREAS, the Property requires an immediate minimum investment of $819,243.00 for stabilization including roof repair and window installation in accordance with Old Town Hall Facility Condition and Adaptive Reuse Study completed March 2022; and

WHEREAS, the Town desires to prevent incurring additional expenses of ownership of the Property and avoid the costs of rehabilitation and stabilization of the Property; and

WHEREAS, the Town has determined that conveying the Property to Developer will increase ad valorem tax revenues for the Town of Clayton, provide additional employment opportunities for the citizens of the Town of Clayton, increase business prospects of the Town, and stimulate the local economy and promote business; and

WHEREAS, a public hearing on the conveyance of real property has been duly noticed, advertised and held as required by North Carolina General Statute, Section 158-7.1; and

WHEREAS, in accordance with the terms of N.C.G.S. 158-7.1, and subject to the terms and conditions herein set forth, the Town Council of the Town of Clayton desires to authorize the conveyance of real property herein in that said conveyance of real property will increase the population, taxable property, employment, industrial output, and business prospects of the Town of Clayton.

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

1. The Town Council does hereby find that it is in the public interest to authorize the conveyance of the Property to Developer on the terms and conditions set forth in the Economic Development Agreement attached hereto as Exhibit A (the "EDA").

2. The Fair Market Value of the Property subject to all covenants, conditions and restrictions is Three Hundred Thousand and No/100 Dollars ($300,000.00).

3. The consideration to be paid is Three Hundred Thousand and No/100 Dollars ($300,000.00) in addition to the Work required under the Economic Development Agreement.

4. The Town Council of the Town of Clayton has determined that the probable average hourly wage to be paid to workers by the businesses to be located at the Property is $18.00 per hour.

5. The Town shall grant to Developer an Economic Development Historic Structure Rehabilitation Reimbursement Grant pursuant to NCGS 158-7.1 (b)(8) in the total amount of Three Hundred Twenty-five Thousand and No/100 Dollars ($350,000.00) in accordance with the EDA.

6. The Town agrees to provide to Developer an Economic Development Incentive

Grant as described in this Section (the "Town EDIG") in accordance with the EDA.

7. The conveyance of the Property to Developer and the Economic Development Agreement are hereby ratified and affirmed.

8. Appropriate personnel of the Town of Clayton are authorized to take such actions as are necessary to implement the terms of this Resolution.

9. The Town Attorney shall cause a deed to be prepared from the Town of Clayton to Developer and shall be authorized to tender the deed upon adoption of this resolution and pursuant to the terms of the Economic Development Agreement.

BE IT FURTHER RESOLVED THAT the Mayor and Town Clerk shall execute such documents as may be necessary on behalf of the Town of Clayton to accomplish the objectives of this resolution.

DULY ADOPTED this 4th day of March, 2024.

Town of Clayton

By: _____
Michael Sims, Mayor Pro Tem

ATTEST:

_____
Heidi Holland, Town Clerk
(SEAL)

Exhibit A

Economic Development Agreement

ECONOMIC DEVELOPMENT AGREEMENT

THIS PURCHASE AND DEVELOPMENT AGREEMENT, (this "Agreement") made as of the_____day of_____, 2024 (the "Effective Date") between the Town of Clayton, a body politic and corporate organized and existing under the laws of the State of North Carolina ("Town") and Secondary Investment, LLC (the "Developer").

RECITALS:

WHEREAS, the Town is the owner of that certain real property and improvements located at 231 E Second Street, Clayton, Johnston County, North Carolina, which is more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property");

WHEREAS, the Town desires to promote the economic development, health, safety, prosperity and general welfare of the public through the redevelopment and rehabilitation of historic and/or blighted buildings within the Clayton Historic District;

WHEREAS, the Property is a contributing historic building located within the Clayton Historic District on the National Register of Historic Places of the US Department of the Interior;

WHEREAS, the Property requires an immediate minimum investment of $819,243.00 for stabilization including roof repair and window installation in accordance with Old Town Hall Facility Condition and Adaptive Reuse Study completed March 2022;

WHEREAS, the Town desires to prevent incurring additional expenses of ownership of the Property and avoid the costs of rehabilitation and stabilization of the Property;

WHEREAS, the Town desires to have Developer redevelop the Property to rehabilitate a historic building in the Clayton Historic District for commercial uses;

WHEREAS, the Developer has agreed to rehabilitate and redevelop the Property at Developer's cost and in accordance with the terms and conditions of this Agreement as consideration for the conveyance of the Property to Developer.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, Town and the Developer agree as follows:

ARTICLE 1
The Developer Obligations

Section 1.1 The Developer shall redevelop the Property into commercial spaces including a market, onsite food and beverage services, and office spaces (the "Project") in substantial accordance with the specifications contained in the Development Proposal dated May 20, 2022 as amended November 7, 2022 attached hereto as Exhibits B 1-5 and incorporated herein by reference**,** with such modifications as the parties may from time to time agree in writing (the "Development Plan").

Section 1.2 The Developer shall be responsible for constructing, rehabilitating, repairing, and improving the Property in substantial accordance with the Development Plan. To the extent that the

provisions of the Development Plan conflict with the provisions of this Agreement, the provisions of this Agreement shall prevail.

Section 1.3 The Developer shall obtain all required building permits from local building and zoning offices submitted on or before May 15, 2024.

Section 1.4 Developer shall commence work on the Project within nine (9) months of the closing date and substantially complete all construction work (as evidenced by a Certificate of Occupancy or Partial Certificate of Occupancy as may be applicable) in accordance with the following phased schedule or such additional reasonable period of time as may be necessary and agreed to in writing by the parties:

1.4.1 Phase One. Complete all phase one work by March 30, 2025 including all work on roof and exterior of the building; installation of the elevator and installation of the windows.

1.4.2 Phase Two. Complete all Phase Two work by December 31, 2025, including all of the following work:

(i) Main floor of building to be complete as evidenced by Certificate of Occupancy.

(ii) Upstairs shall be complete as to all bathrooms, elevator landing and staircase landing. All space will be conditioned with utilities stubbed, floors installed, outlets with only basic upfit to be required of future tenant.

(iii) Downstairs (storage) – complete and CO received, including bathrooms, elevator landing and building ingress/egress.

(iv) Downstairs (garage) – cleaned up, all windows and doors in final condition. Utilities stubbed. Unconditioned space.

(v) All spaces will, at minimum, have life & safety equipment installed, exit signs and emergency lighting

1.4.3 Phase Three. Complete all Phase Three work by December 31, 2026, including all work complete on upstairs of building for issuance of Certificate of Occupancy and occupancy of upstairs.

1.4.4 Phase Four. Complete all Phase Four work on or before the expiration of five years from conveyance of the Property, including all work complete on garage of building for issuance of Certificate of Occupancy and occupancy of garage.

Section 1.5 The Developer, its successors, assigns and grantees, shall cause to be invested, in the redevelopment of the Property, a projected investment of One Million Seven Hundred Fifty Thousand and No/100 Dollars ($1,750,000.00) to complete all phases of the Project. Such investment may include, without limitation, grant money, rebates or credits from permitting and other governmental credits, equity, debt and other financing.

Section 1.6 Prior to the opening of the Project, the Developer shall deposit into a capital reserve account the sum of Fifty-two Thousand and No/100 Dollars ($52,000.00), which shall be available for review by the Town in accordance with Art. 3 herein. This reserve account will be incorporated as a component of the reserve accounts required by any lender and/or investor and maintained until the construction of the project is complete.

Section 1.7 The Developer shall abide by all Deed Restrictions and terms of conveyance as shall be attached to any deed of conveyance of the Property under this Agreement in the form attached hereto as Exhibit C (the "Deed Restrictions").

Section 1.8 Developer shall be responsible for marketing and leasing the Project and all commercial units at the Property.

Section 1.9 Developer shall meet all renovation building codes, ADA requirements and similar requirements applicable to the Property related to local, state and federal law including performing the work in workman like manner that provides new modern heating, electrical and plumbing systems as needed in order to create a comfortably habitable property. All work on the Project shall materially conform to final approved, site, architectural, and construction plans used to permit the Project.

Section 1.10 Developer shall perform the required work in conformance with the Standards for the Rehabilitation of Historic Properties attached as Exhibit D (the "Historic Properties Standards").

Section 1.11 Developer shall maintain, repair, and administer the Property and the Project subject to this Agreement in accordance with the Historic Properties Standards so as to preserve the historical integrity of features, materials, appearances, workmanship, and environment of the subject property at all times during Developer's term of ownership of the Property and in accordance with the Deed Restrictions unless otherwise determined that any specific aspect of work cannot be reasonably saved due to structural or remediation related.

Section 1.12 Developer shall create or cause to be maintained at businesses operating at the Property, a minimum of twenty (20) jobs in the Town of Clayton. Developer shall maintain a minimum twenty (20) jobs for a period of twelve (12) months after the Project reaches 80% occupancy.

ARTICLE 2
Town Obligations

Section 2.1. The Town shall convey the Property to the Developer for the consideration of the redevelopment of the Property and the Purchase Price under the terms of this Agreement, free and clear of all encumbrances except for any taxes for the current year accruing after the closing date), the Deed Restrictions including the Right of First Offer, and those items set forth on Exhibit E attached hereto.

Section 2.2 The Town shall use its best efforts to provide easements as required for the development in cooperation with the Developer in accordance with engineering requirements for the construction and operation of the Project.

Section 2.3 Economic Development Incentive Grant. The Town agrees to provide to Developer an Economic Development Incentive Grant as described in this Section (the "Town EDIG").

2.3.1 Grant Funds. The amount of the Town EDIG will be equal to fifty percent (50%) of (a) the Town's portion of the ad valorem property taxes (including land, improvements, outbuildings and/or extra features, and personal property) (the "Ad Valorem Taxes") for the Property upon completion of the development contemplated by this Agreement, less (b) the Town's portion of the pre-construction Ad Valorem Taxes attributable to the Property (each as determined by the Johnston County Tax Administrator using uniform appraisal and assessment standards pursuant to Chapter 105, Article 13 of the North Carolina General Statutes). The calculation of the Grant Funds shall not be based upon any portion of Ad Valorem Taxes paid which represent (i) interest or penalties, (ii) fire, insurance or service district ad valorem taxes, (iii) or any other charge, fee or assessment other than the Town's primary general revenue ad valorem property tax.

2.3.2 Term of Grant. The term of the Town EDIG shall commence at the completion of Phase Two of the Project as evidenced by a Certificate of Occupancy for Phase Two and shall be for a period of seven (7) years from that date.

2.3.3 Valuation of Site. The post-construction tax value of the Property shall be determined on January 1 following the issuance of a Certificate of Occupancy for final phase of the Project.

2.3.4 Developer Obligations.

(i) Developer shall comply with all terms and conditions of this Agreement including all development requirements for the Project.

(ii) Developer shall comply with all laws, rules, regulations, and requirements including (without limitation) all Federal, State, and local laws and regulations, North Carolina and local building codes, regulations and ordinances, all State and Federal Environmental regulations and codes.

(iii) Developer shall submit evidence of the completion of the phase as evidenced by the issuance of a Certificate of Occupancy prior to any disbursement of Grant Funds.

(iv) Developer agrees for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, national origin, religion, sex, marital status or ancestry, in the use of the Grant funds.

(v) Developer shall pay all Town and County Ad Valorem Taxes,

assessments, special assessments or other property taxes, fees and costs as assessed by the Town and/or County when due.

i) Disbursement of Grant Funds. The Town EDIG is a reimbursement grant which will be paid upon confirmation of payment of Ad Valorem Taxes as described herein and confirmation of compliances with the terms and conditions of this Agreement.

(1) Developer shall submit to Town in writing evidence of payment of the Ad Valorem Taxes and a request for disbursement of Grant Funds. Developer shall submit back-up/supporting documentation for all Grant Funds requested including certificate of taxes from County Tax office evidencing payment in full of all currently due and owing taxes, in form and content satisfactory to Grantor and as Grantor may request, for Grantor to review and approve prior to disbursement.

(2) Town shall have thirty (30) days from the date of the request for disbursement of Grant Funds to review all submitted documentation and to process payment to Developer.

ii) Default. If Developer is in Default under this Agreement, the Town EDIG shall terminate immediately and the Town shall have no further obligation to make payments to Developer under the Town EDIG. If such Default is cured by Developer in accordance with this Agreement, the Town EDIG shall be reinstated, and all obligations of the Town and Developer shall continue as of the date of the cure.

iii) No Assignment; Non-transferable. In no event shall the Town EDIG be assigned or transferred from Developer to a third party or entity. The Town shall have no obligation to make the payments contemplated herein to any party other than Developer.

Section 2.4 The Town will ensure that all necessary utilities including water, sewer, storm water, gas, and electric, with a capacity sufficient to service the Project are extended to a minimum of five feet of the building, and will coordinate such utility installation with the Developer's contractor in a manner reasonably satisfactory to the Developer's contractor.

Section 2.5 The Town will render reasonable assistance to the Developer in connection with the staging of construction and construction easements.

Section 2.6 Town shall grant to Developer an Economic Development Historic Structure Rehabilitation Reimbursement Grant pursuant to NCGS 158-7.1 (b)(8) in the total amount of Three Hundred Fifty Thousand and No/100 Dollars ($350,000.00) (the "Grant Funds") for eligible Project expenses, as described in Section 1.4 herein, incurred in accordance with the rehabilitation of the Property.

2.6.1 The Developer shall submit requests to the Town in writing evidence of payment

of Project construction and rehabilitation costs and a request for disbursement of Grant Funds. The Developer shall submit back-up/supporting documentation for all Grant Funds requested including evidence of paid invoices, photographic evidence of work completion, copy of canceled check or proof of payment, in form and content satisfactory to the Town and as the Town may request, for the Town to review and approve prior to disbursement.

2.6.2 The Town shall review and have sole and final discretion to determine and approve disbursement eligibility and to process payment to the Developer within thirty (30) days of receipt of a Request for Grant Funds and supporting documentation.

2.6.3 If the Developer is in Default under this Agreement, this Grant shall terminate immediately, and the Town shall have no further obligation to make payments to the Developer under this Agreement.

2.6.4 If the Developer fails to secure a Certificate of Occupancy within the time allowed, then the Developer shall reimburse to the Town any Grant Funds paid to the Developer under this Agreement.

2.6.5 No Assignment; Non-transferable. In no event shall this Grant be assigned or transferred from the Developer to a third party or entity. The Town shall have no obligation to make the payments contemplated herein to any party other than the Developer.

ARTICLE 3
Books and Records

The Developer, its successors, assigns and grantees, shall prepare and maintain, or cause to be prepared and maintained, in accordance with generally accepted accounting principles consistently applied, appropriate books and records, reflecting all capital reserves, money received, and all money disbursed by the Developer in connection with the Project for a period of five years after the termination of this Agreement. Town and its duly appointed representatives shall have the right to examine, audit, and copy such books and records during business hours on fifteen (15) day notice at the office of the Developer.

ARTICLE 4
Purchase and Sale of Real Property Conveyance of Real Property

Section 4.1 Purchase Price. The Town shall convey the Property to the Developer under the procedures described herein subject to all Deed Restrictions for consideration of the terms of this Agreement and the Purchase Price of Three Hundred Thousand and NO/100 Dollars ($300,000.00).

Section 4.2 Special Warranty Deed. The Town shall convey the Town's interest in the Property by Special Warranty Deed. Title shall be good and marketable and subject only to those matters set forth on Exhibit E.

Section 4.3 Closing and Closing Date. The Closing shall be forty-five (45) days from delivery of Town's Notice of Approval to Developer unless extended in writing by the parties. Developer shall be entitled to possession at Closing.

Section 4.4 Taxes, Closing Costs, Etc. Taxes and assessments for the current calendar year shall be prorated at Closing. All costs associated with the conveyance of the property and closing of this transaction shall be paid as is customary in local commercial real estate transactions. Notwithstanding the preceding, the Town shall pay seller document preparation at closing. The Developer shall pay recording fees, title search fees, title insurance costs and settlement agent fees. Any cost and/or fees incurred by the Developer or the Town in executing this Agreement shall be borne by the respective party incurring such cost and/or fee.

Section 4.5 Closing Documents.

4.5.1 Town's Delivery. At Closing, Town shall deliver to Developer the following:

(i) An executed special warranty deed conveying to Developer the Property with Deed Restrictions.
(ii) An executed affidavit regarding liens establishing that there are no lien claims of mechanics, laborers and materialmen.
(iii) An executed settlement statement.
(iv) Evidence in form and substance reasonably satisfactory to the Developer's title insurer that the Town has the power and authority to execute and enter into this Agreement and to consummate the purchase and sale of the Property.

4.5.2 Developer's Documents. At Closing, the Developer shall deliver to the Town the following:

(i) An executed settlement statement.
(ii) Evidence of capital reserves as required under Section 1.6 in the budget for the Project.

Section 4.6 No Warranty; As-Is. DEVELOPER ACCEPTS THAT THE PROPERTY WILL CONVEY IN "AS IS, WHERE IS" CONDITION WITH ALL FAULTS, AND THAT TOWN MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, WHETHER EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW, WITH RESPECT TO THE PROPERTY OR ANY PORTION, ASPECT, OR COMPONENT THEREOF, AND EXPRESSLY DISCLAIMS THE SAME. LIKEWISE, TOWN MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, WHETHER EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW, WITH RESPECT TO ANY DOCUMENTS, REPORTS, OR MATERIALS PROVIDED OR MADE AVAILABLE TO PURCHASER BY TOWN OR ITS AGENTS, OR THE ACCURACY OF THE INFORMATION CONTAINED THEREIN, AND EXPRESSLY DISCLAIMS THE SAME. THE FOREGOING DISCLAIMERS INCLUDE, BUT ARE NOT LIMITED TO, MATTERS OF TITLE, SURVEY, FINANCIAL PERFORMANCE, PHYSICAL CONDITION (INCLUDING WITHOUT LIMITATION ENVIRONMENTAL CONDITION OR PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES), ZONING, TAX STATUS OR CONSEQUENCES, FITNESS FOR A PARTICULAR PURPOSE OR USE, COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS, ACCESS TO

THE PROPERTY, AND AVAILABILITY OF UTILITIES.

Section 4.7 Risk of Loss Prior to Closing Date. It is understood and agreed that all risk of loss with respect to the Property, except as may be caused by the acts or omissions of the Developer or its employees, agents, or contractors, shall remain with the Town through Closing. In the event that prior to the Closing Date, the Property is materially damaged, destroyed, or rendered unusable then the Developer or the Town may terminate this Agreement.

Section 4.8 Brokers. The Town and the Developer each represent to the other that they have not dealt with any real estate broker in connection with the negotiations leading to this Agreement. The Town and the Developer each agree to indemnify and hold each other harmless from and against the claims of any other brokers or intermediaries claiming to have had any dealings, negotiations or consultations with the indemnifying party in connection with this Agreement or the sale of the Property.

ARTICLE 5
Representations

Section 5.1 As additional consideration and inducement to enter into this Agreement, the Developer represents as follows:

5.1.1 The Developer is a duly organized and validly existing limited liability company legally registered to conduct business under the laws of North Carolina and has all requisite power and authority for the making of this Agreement.

5.1.2 The execution and delivery of this Agreement, compliance with provisions hereof, and the consummation of the transaction contemplated hereby, will not result in any breach or violation of, or constitute a default under, the organizational documents of the Developer or any agreement, contract or other instrument to which the Developer is a party, or by which Developer is bound.

5.1.3 The individual(s) signing on behalf of the Developer have all necessary authority to bind the Developer to this Agreement, and no additional approvals and/or signatures are required to make this Agreement fully binding on the Developer in all respects.

5.1.4 The principals of the Developer are experienced in the purchase, sale, financing, and management of commercial real estate, and are fully capable of evaluating the risks and benefits of undertaking the transaction contemplated by this Agreement. The Developer has voluntarily entered into this Agreement and the transaction contemplated hereunder without relying in any manner on any representations, statements, opinions, or actions of the Town or any person or entity purporting to be acting on behalf of the Town except as set forth in this Agreement. The Developer has had full opportunity to investigate the Property and has obtained all information necessary for the Developer to make an informed decision with respect to the transaction contemplated by this Agreement.

ARTICLE 6

Term; Termination

The term of this Agreement shall commence on the Effective Date of this Agreement and shall expire seven (7) years from the date of Certificate of Occupancy unless terminated earlier by the parties in writing; provided, however, if the parties agree in writing at least ninety (90) days prior to the expiration of the term, this Agreement may be extended for one additional and consecutive period of six (6) months.

ARTICLE 7
Force Majeure

In the event that any party to this Agreement (the "Delayed Party") is delayed or prevented from performing any of its respective obligations under this Agreement by reason of strikes, lockouts, labor problems, inability to procure materials, contractors, professionals, inability to obtain utilities or failure of utilities, laws or other governmental requirements, riots, war, acts of God, or other cause not brought about by the Delayed Party, and not related to any financial liability on the part of the Delayed Party, the time for performance of the obligation shall be extended by a period of time equal to the period of such delay or prevention.

ARTICLE 8
Disclaimer of Liability

Except as set forth in this Agreement, no warranties or representations have been made by the Town concerning the Project, including without limitation intended, the economic, legal, or physical feasibility of Project, or the suitability of the Property, or the merchantability, fitness or suitability of the completed Project. Except as set forth in this Agreement, the Town hereby disclaims any implied warranty or representation concerning the Project, including without limitation intended, those aspects described in the immediately preceding sentence.

ARTICLE 9
Default and Recapture

Section 9.1 Any party (the "Nondefaulting Party") may terminate this Agreement in the event that any other party (the "Defaulting Party") fails for any reason (other than a default by the Nondefaulting Party) to perform any of the Defaulting Party's obligations hereunder: (i) within ten (10) days after written notice of such default is given to the Defaulting Party by the Nondefaulting Party in the case of any default in making any payment or procuring or maintaining any insurance coverage which is required by this Agreement; and (ii) within a reasonable period to cure such default after notice of such default is given to the Defaulting Party by the Nondefaulting Party in the case of any other default under this Agreement.

Section 9.2 Upon the failure of the Developer to commence construction for the Project within nine (9) months following the Closing Date, the Developer shall reconvey the Property back to the Town free and clear of all encumbrances, following a written request by the Town.

Section 9.3 Upon the failure of Developer to either (i) create the minimum number of jobs in accordance with Section 1.12, or (ii) make the minimum capital investment in accordance with

Section 1.5 within five years of the Effective Date of this Agreement, Developer shall repay to the Town all funds expended by the Town for any Grant Funds received by the Developer under Section 2.6.

ARTICLE 10
Notices

Any notice, demand, request, approval, consent, or other communication (collectively referred to as a Notice) concerning this Agreement or any matter arising in connection with this Agreement shall be in writing and addressed to the other party at the address set forth below. Any Notice shall be given by either: (i) personal delivery, in which event it shall be deemed given on the date of delivery; or (ii) certified mail return receipt requested, in which event it shall be deemed given three (3) business days after the date deposited in any post office, branch post office, or official depository. Any party may change any address for the delivery of Notice to such party, by giving Notice in accordance with the provisions of this Section. The attorneys for the parties may give any Notice. All notices shall be sent to the following:

If to TOWN:	Town of Clayton Attn: Richard D. Cappola, Town Manager 111 E 2nd Street Clayton, NC 27520
Copy to:	Cauley Pridgen, P.A. Attn: James P. Cauley, III 2500 Nash Street N Wilson, NC 27896
If to the Developer:	Secondary Investment, LLC 221 E Second St Clayton, NC 27500
Copy to:	_____ _____ _____

ARTICLE 11
Miscellaneous

Section 11.1 The rights and obligations of the parties under this Agreement shall inure to the benefit of and be binding upon the parties hereto and all persons who succeed to their respective rights and obligations. Notwithstanding the foregoing, the parties acknowledge and agree that Developer will be assigning its rights under this Agreement to a single purpose entity in which Developer will have an ownership interest. Such assignee shall assume in writing all obligations of the Developer under this Agreement, whereupon the Developer shall be relieved of all obligations under this Agreement and the assignee shall be deemed to be the Developer for purposes of this Agreement.

Section 11.2 This Agreement cannot be changed nor can any provision of this Agreement, or any right or remedy of any party, be waived orally. Changes and waivers can only be made in writing and the change or waiver must be signed by the party against whom the change or waiver is sought to be enforced. Any waiver of any provision of this Agreement, or any right or remedy, given on any one or more occasions shall not be deemed a waiver with respect to any other occasion.

Section 11.3 This Agreement is signed by the parties as a final expression of all of the terms, covenants, and conditions of their agreement and as a complete and exclusive statement of its terms, covenants, and conditions and is intended to supersede all prior agreements and understandings concerning the subject matter of this Agreement.

Section 11.4 This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

Section 11.5 The captions contained in this Agreement were inserted for the convenience of reference only. They do not in any manner define, limit, or describe the provisions of this Agreement or the intentions of the parties.

Section 11.6 Whenever masculine, feminine, neuter, singular, plural, conjunctive, or disjunctive terms are used in this Agreement, they shall be construed to read in whatever form is appropriate to make this Agreement applicable to all the parties and all circumstances, except where the context of this Agreement clearly dictates otherwise.

Section 11.7 This Agreement was prepared, negotiated, and delivered in the State of North Carolina. In the event of any dispute concerning or arising out of this Agreement, the laws of the State of North Carolina shall govern and control the construction and enforcement of this Agreement.

Section 11.8 The Agreement may be assigned by written agreement of the Parties. The Town shall reasonably work with the Developer regarding any assignment of this agreement for the benefit of the lender(s). Any assignment of this Agreement shall be made in writing and duly executed by the parties. Any such assignee shall be entitled to the same rights and be bound by the same terms and obligations to which the Developer is entitled and bound under this Contract.

Section 11.9 The Developer will not permit any mechanic's or materialman's liens to be placed upon the Property; provided, however, that Developer shall not be in default under this Section if Developer discharges such lien by bonding or otherwise within a reasonable period after the imposition of such lien.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date set forth in the first paragraph of this Agreement.

TOWN OF Clayton

By: _____
Richard D. Cappola, Town Manager

Developer:

By: _____

By: _____

PRE-AUDIT CERTIFICATION

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

_____
Robert McKie, Town of Clayton Finance Director

EXHIBIT A
Legal Description of Property

NC PIN 166917-02-7136
Parcel No.: 05015051

BEING all that property described in that Deed recorded in Book J-9, Page 328, Johnston County Registry:

BEGINNING at a stake on Second Street E.B. McCullers' corner; runs thence with said McCullers' line S 45° W 2.34 chains to a stake A.J. Barbour's corner; thence with said Barbour's line S. 45° E 1.12 chains to a ditch in Ashly Harris' line; thence with said Harris' line N 45° E 2.34 chains to a stake on Second Street; thence with said Street N 45° W. 1.12 chains to the beginning. Containing one fourth (1/4) of an acre and 30 square links. Being a Town lot on Second Street formerly sold to JW Dodd by said Ashley Harris.

A map showing the above-described property is recorded in Plat Book 86, Page 142 of the Johnston County Registry.

EXHIBIT B 1-5

Development Proposal

Development Partner Proposal:

Old Town Hall

Clayton, NC



Kevin Lee, Christi Thompson and Erin Nenni
May 20, 2022

PROPOSAL

Overview

Market at The Station, Downtown Clayton's market, eatery and gathering spot, will be a family owned and operated specialty food and beverage market located in the heart of Downtown Clayton with an emphasis on supporting the needs of the diverse Clayton community. We aim to provide access to locally sourced goods and foods. A driving value of The Station is to create a family-friendly market with healthy, sustainable goods at accessible prices. We will pay homage to the building's historical roots by featuring historical elements of the original use from the early 1900's as a Fire Station. It will feature art and décor from that period that will highlight its value in the community.

The Station will include several locally owned specialty shops with goods including fresh flowers, local produce, baked goods, deli items, fresh seafood, butchered meat and other premium specialty foods for customers to enjoy. In addition to market items, The Station will offer ready-made meals/snacks and common dining spaces for customers to relax, gather, work and eat in a comfortable setting. Our bottle shop and indoor bar will feature wines and beers that will fit any budget or occasion, and customers will be able to enjoy local spirits while shopping, meeting or dining in The Station.

Offering locally sourced options outside of "big-box" stores, The Station will drive commerce by giving locals access to fresh goods and specialty items that they would previously have had to travel outside of our community to source. It will drive revenue into the community through a unique experience that allows residents and visitors the opportunity to support small businesses through hometown resources. Our goal is to create spaces and offer food and beverages that welcome the entire community and beyond while honoring the history of the building and celebrating the local culture.

Potential Revenue and Economic Impact

Revenue Opportunities: The Station will create revenue through two main outlets; rental income and goods sold. Rental Income will be generated through a variety of leasing models that will allow Vendors to lease floor space and shelving or sell merchandise through commission-based models. The Station will also have a wide variety of goods that are purchasable in store and online through e-commerce platforms.

Rental Income: The Station will have several rental opportunities available for Vendors and Commercial Leased Space, including a potential office suite. The vendor/tenant relationship will be managed by the Owners of the Station.

Product Income: In addition to Vendor's goods, The Station will also have goods available directly through the Market. These items will be available for purchase in store and online.

Potential Overall Revenue: $75,000 - $90,000/month

Employment Opportunities: 28 (2 Management, 20 – 25 Market Specialist)

DEVELOPMENT TEAM

The Station Project is led by Kevin Lee with Dew East Construction and Christi Thompson and Erin Nenni with The Market at Three Little Birds. Kevin as the developer and property owner and Christi and Erin as business curators and owners.

Christi, Erin, and Kevin are a unique and cohesive team that will not only develop the property from the construction standpoint, but also execute the vision and business concept. This team has worked collaboratively to curate a space that celebrates the history of the Old Town Hall by highlighting key historical features, while breathing new life into the building with a modern industrial style. This team brings dedication and commitment to the community in which they live and that which the Station will serve. Home is the very street on which Old Town Hall is located, and this desire to see Home thrive will fortify the experiences of this team.

The Lead Development Team is partnering with local architects, engineers, and sub-contractors. A general contractor will be determined by competitive bid, including Kevin Lee with DewEast Construction. Geoff Harper with United Community Bank is serving as bank contact.

All three members of the Development Team, Kevin Lee, Christi Thompson, and Erin Nenni, will be responsible for negotiating a development agreement in a public-private partnership with the Town and completing the remainder of the pre-construction approval process.

Christi Thompson and Erin Nenni:
Three Little Birds was established in 2015 and quickly made a name for itself as a popular retailer within the Clayton community, outgrowing the 1,000 sq. foot location where it started to move to its current space that occupies 10,000 sq. feet in the heart of Downtown Clayton. The Market at Three Little Birds has a vast offering of products and services available to the community through its Market-style atmosphere with over $500,000 in current merchandise. In addition to a brick and mortar storefront, The Market has a strong national following through e-commerce and social media platforms. Shoppers are attracted by the wide offering of goods, strong customer service and a cohesive, fluid shopping experience.

Christi & Erin have established themselves within their community of followers through their business creativity, attention to detail, fun and energetic personalities and strong commitment to the customer experience. As a result of these key characteristics, The

Market not only survived the pandemic, but thrived and grew exponentially. The Market ships goods all over the US with loyal customers in every state who regularly travel hundreds of miles to visit The Market.

In addition to owning the Market for seven years, Christi and Erin are actively involved in their community's overall wellbeing. Christi is an active member of the Downtown Development Association, serves as Chair on the Vitality Committee Board and is the Last Friday in Clayton Ambassador. As a member of these organizations, she is on the front lines of decisions, projects and feedback chains that help Clayton become a better place to live, work and shop. Erin works with local community members through her leadership position at Mt. Zion UMC and is actively involved in efforts related to service and fundraising in the community.

While Christi and Erin serve through individual groups, they both share a passion and commitment to local families in need. Throughout the past several years, they have achieved great success supporting Junior Women's League of Smithfield, House of Hope, Sandoval Strong, Clayton Fire Department, With Love From Jesus, Farmer Food Share Program and several local schools and charities. Christi and Erin's passion not only for their growing business, but also their community, shows their commitment to Clayton's success as a whole.

As owners of the Station, they plan to leverage their customer following and existing Vendor relationships to fast track the success and launch of this business opportunity. Utilizing their current success, following and reputation, they hope to have more opportunities to give back to their community.

Awards/Features:

- 2015 Best Design (Downtown Clayton Signage, 400 East Main Street)
- 2017 New Business of the Year
- 2019 Business of the Year Nominee
- 2020 Feature in Our State Magazine
- 2021 Business of the Year
- 2022 Johnston County Best Gift Store
- 2022 Johnston County Best Home Accessories Store

Kevin Lee:
Kevin Lee has worked within a family-based development enterprise that has renovated several buildings in downtown Clayton, including the buildings that house Design Haus, Manning's, and The Market at Three Little Birds. The latest project includes the new construction of a 13 unit commercial property, The West End. In addition to these commercial properties, Kevin Lee has also independently renovated three residential properties in downtown Clayton. Again, it is important to reiterate the successful revitalization of downtown Clayton businesses and homes.

Kevin Lee is a Clayton native with a strong focus for growing Downtown while continuing to focus on the historical elements. He strives to keep the integrity of spaces

downtown while updating for efficiency. Kevin's experiences with older building renovations make him a favorable developer for the new life of the Old Town Hall. Furthermore, Kevin has strong professional relationships with town officials and will seek to uphold the public-private partnership that the RFP denotes.

Kevin Lee holds a North Carolina General Contractor's License and a North Carolina Real Estate license. The expertise that comes from these roles are essential in making purposeful and knowledgeable decisions in development processes.

Kevin Lee is involved in the Clayton Community, serving in many different roles. He volunteers as a coach of the Mini Mites Football team with the Clayton Civitan Club, and he serves weekly at Generation Church. Kevin also currently serves on the Planning Board Committee with the town of Clayton. Kevin works alongside his wife Carrie Lee who currently serves as PTA President at Cooper Academy, an elementary school in downtown Clayton. He volunteers monthly at school events that support family engagement in the community.

Project Examples

1) **Manning's: Main Street, Clayton**

Kevin Lee worked alongside the contractor as the property owner representative on this project to ensure the project was completed on time. This 6,000 square foot renovation project included two levels and purposeful restructuring of spaces in a building that was built in 1910 (see appendix A). Kevin participated in the demolition of internal infrastructure and strategizing design. With a $500,000 development budget this project included upfitting one portion for a restaurant and three other commercial units. The restaurant unit included a rooftop deck which was a new commercial element in downtown.

2) **West End: Main Street, Clayton**

The West End is a 15,600 square foot new-construction project comprising 13 commercial units (see appendix B). Kevin Lee worked alongside contractors as a property owner representative and served as a liaison with real estate agents in leasing spaces. This project is unique in that it was new construction and added to diversify Kevin's portfolio of projects.

3) **Residential Renovation Project: 225 E. 2nd Street, Clayton NC**

This 1,500 square foot home on E. Second Street was built in 1930 and suffered from termite and water damage (see appendix C). As the general contractor, Kevin completed a full renovation requiring complete clean out down to stud level. This project also included the construction of a detached garage. The full development budget of this house was $250,000. Project Financing provided by a long standing relationship with United Community Bank. Geoff Harper; Commercial Relationship Manager (919) 359-3746

4) Residential Restoration and Addition Project: 221 E. 2nd Street, Clayton NC

This house was originally built in 1937 and was 2,010 square feet (see appendix D). Due to a fire in 2018, the house sat vacant for over a year. Kevin Lee served as a general contractor to fully restore and renovate the home into a 3,410 square foot house with an addition of 1,400 square feet. As a part of the project extension, waterproofing and drainage work was needed and completed by Kevin. He modernized the design of the home with attention to key traditional aspects to align with existing characteristics of the house. The development budget for the project was $450,000. Project Financing provided by a long standing relationship with United Community Bank. Geoff Harper; Commercial Relationship Manager (919) 359-3746.

TIMELINE & FINANCIAL CAPACITY

During the Due Diligence period, the Development team will work closely with Architects and Contractors to establish a project plan that would allow the Station to complete the project in the most efficient timeline possible. In an effort to enhance the community and neighborhood appearance, the Development team would make the exterior improvements a top priority. This would not only highlight the change coming to the space, it would also improve community feedback regarding the condition of the building.

Based on information gathered through the Jacob's Study and an architectural consultation performed inside the space with intended use in mind, the Development team has conducted a financial analysis of estimated costs to complete the Station project.

Kevin has a financial relationship with United Community Bank on various projects. Based on high level numbers, Kevin Lee has discussed this project with United Community Bank with expressed support and good financial standing. Total project cost and financial approval will be determined at the time architectural and engineering plans are finalized.

Christi and Erin are in good financial standing at their respective banks and have been preapproved for the funding necessary to execute the business plan through private banking and SBA opportunities.

DISCLOSURES

Kevin Lee, Christi Thompson, and Erin Nenni have no disclosures as detailed in the RFP.

Appendix A

Multiple unit renovation at 406 E. Main Street, Clayton NC.



Figure A1. Building exterior prior to renovation.



Figure A2. Downtown Clayton sign revitalization.



Figure A3. Restaurant unit, Manning's, prior to renovation with rooftop deck.

Appendix B

New construction of a multiple unit commercial property, West End. This project extended downtown commercial properties down Main Street.



Figure B1. Lot prior to demolition of 2 residential units.



Figure B2. West End new construction of 13 commercial units

Appendix C

Residential renovation project located at 225 E. 2nd Street in downtown Clayton.



Figure C1. House prior to renovation in 2013.



Figure C2. Level of renovation required.



Figure C3. Post-renovation of house in 2014 with new addition of detached garage in 2017.

Appendix D

Residential restoration and addition project located at 221 E. 2nd Street in downtown Clayton.



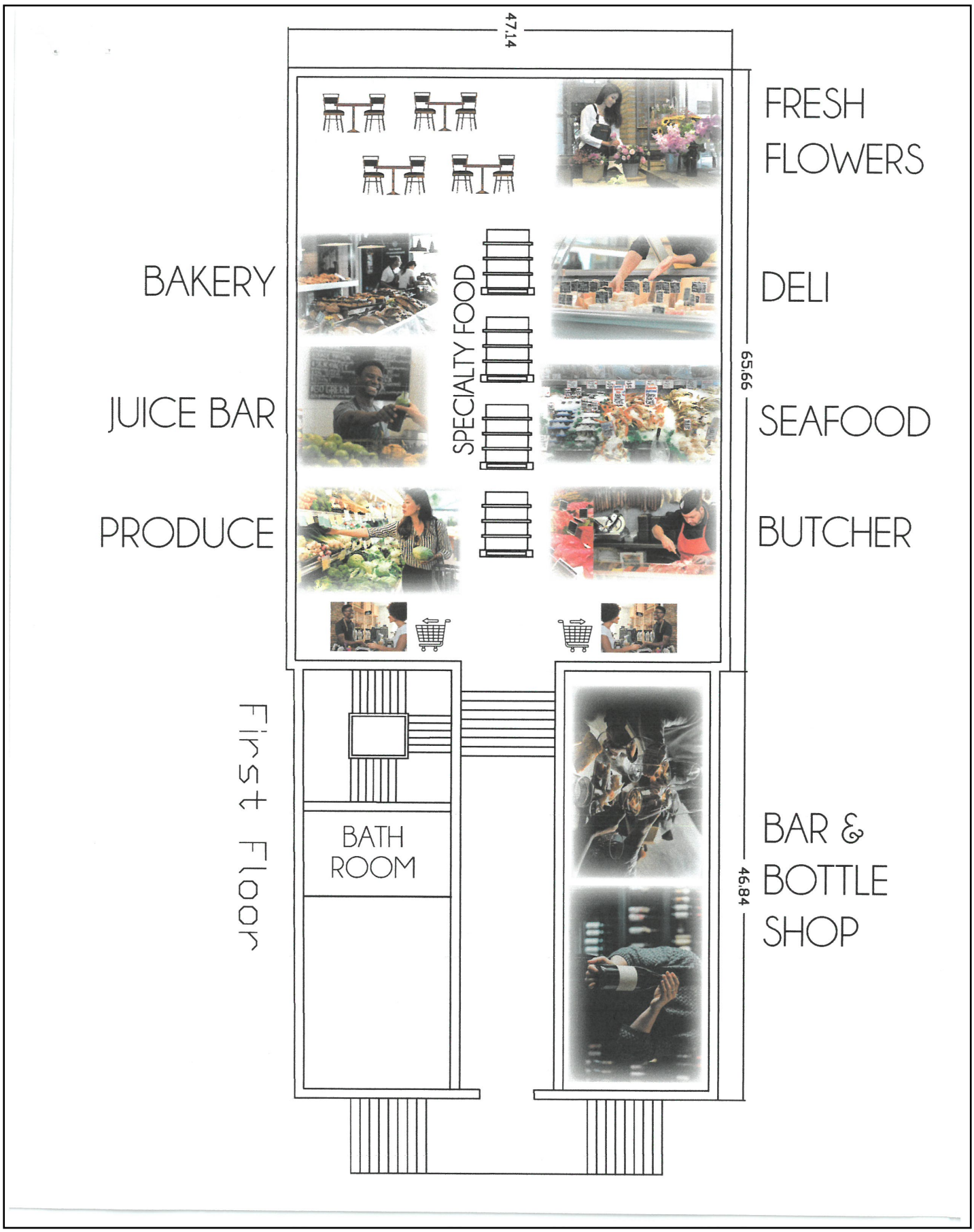
Figure D1. House prior to renovations in February of 2020.

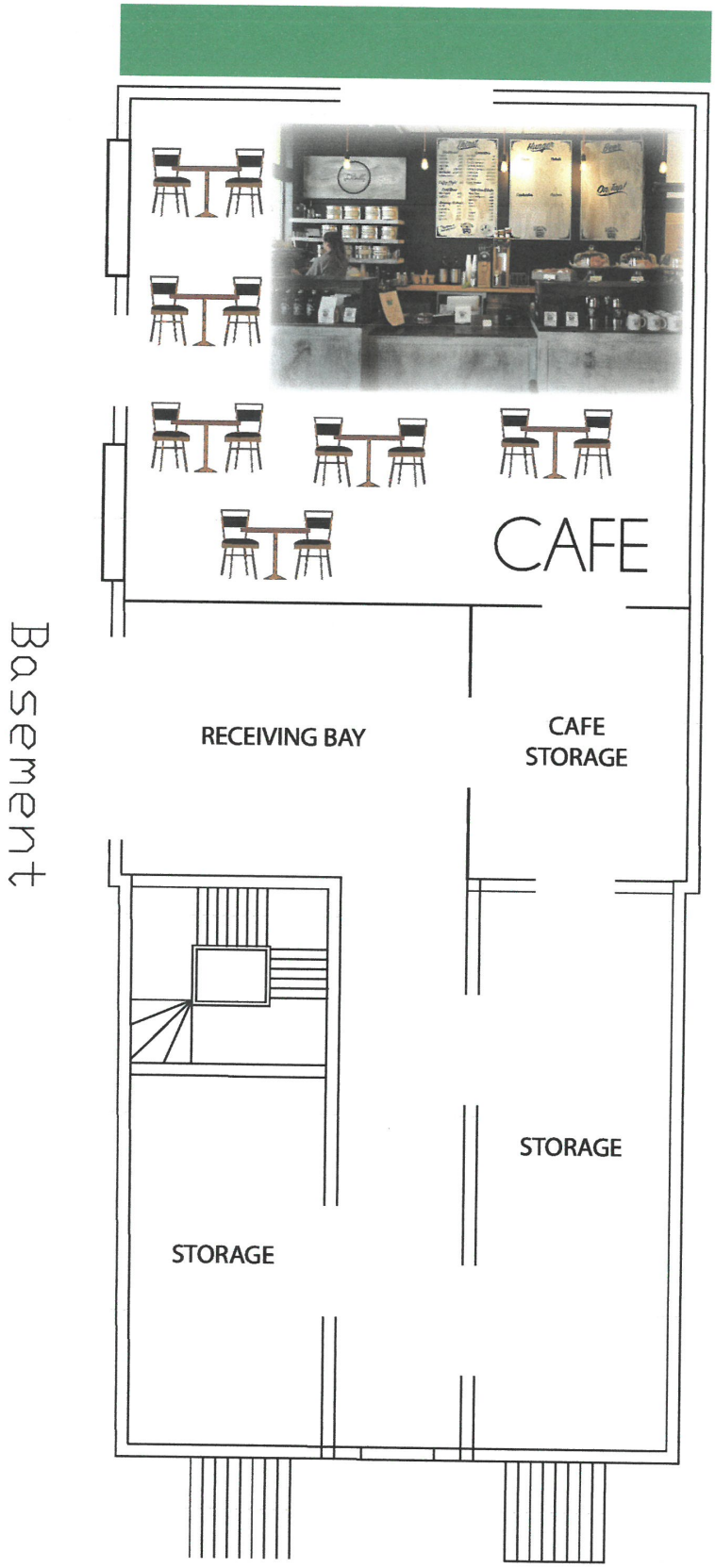


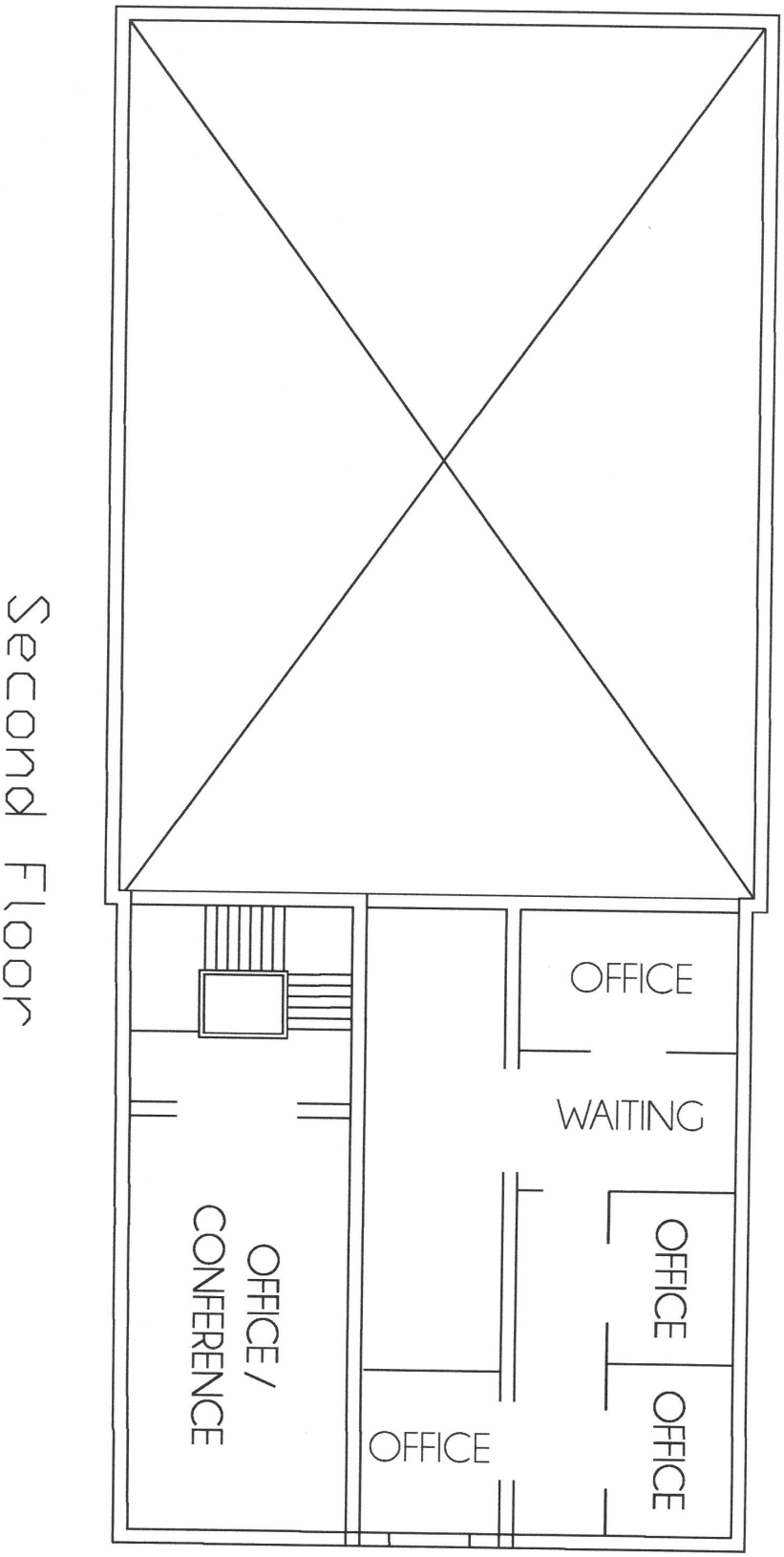
Figure D2. House after renovation in March of 2021.

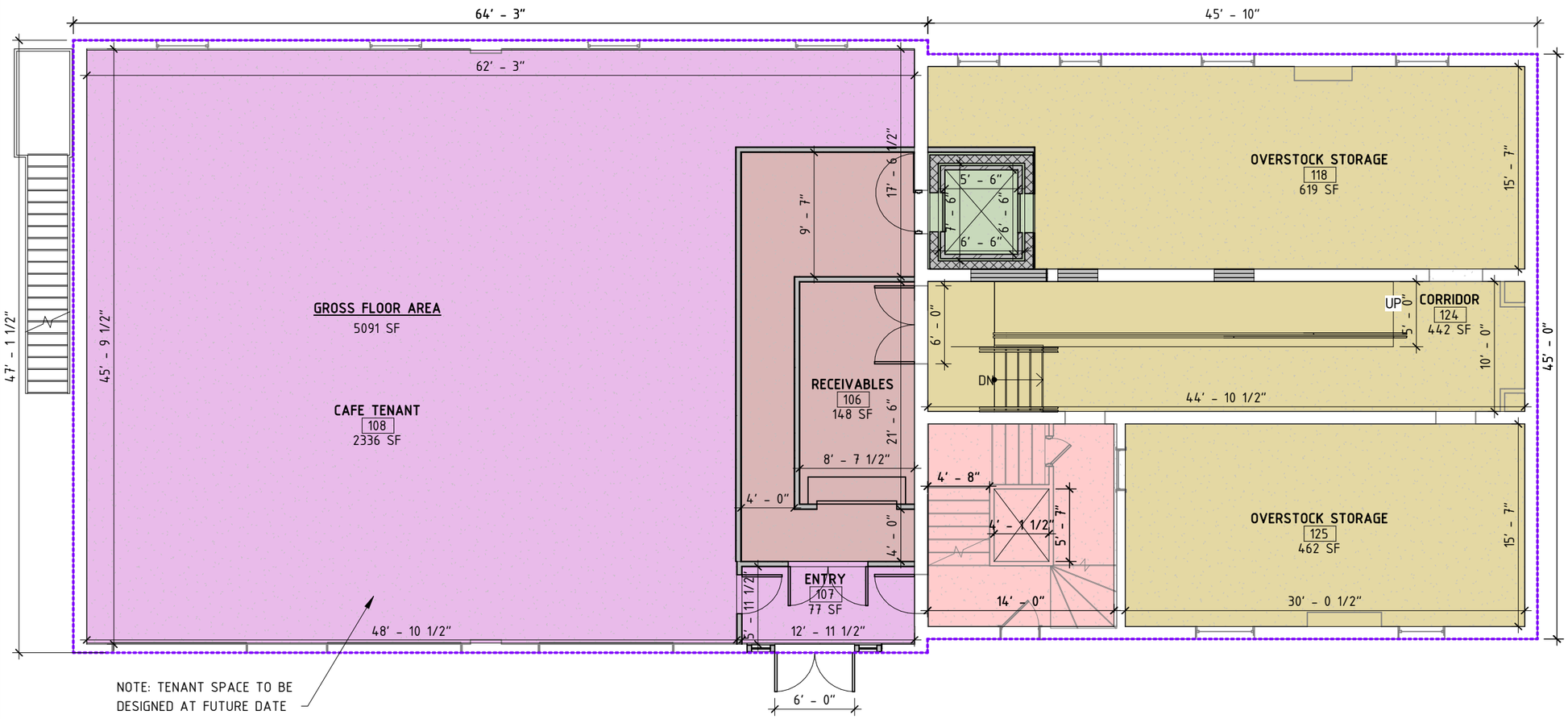
QUESTIONS/ADDITIONAL INFORMATION:

Questions can be directed to the team via email, kllee84@yahoo.com & tlbclaytoninfo@gmail.com.


47.14
FRESH FLOWERS
BAKERY
DELI
SPECIALTY FOOD
65.66
JUICE BAR
SEAFOOD
PRODUCE
BUTCHER
First Floor
BATH ROOM
BAR & BOTTLE SHOP
46.84


Basement
CAFE
RECEIVING BAY
CAFE
STORAGE
STORAGE
STORAGE


Second Floor
OFFICE
WAITING
OFFICE
OFFICE
OFFICE / CONFERENCE
OFFICE



1 BASEMENT

SCALE: 1/8" = 1'-0"

1/8" = 1'-0"

MAURER architecture

919 829 4969

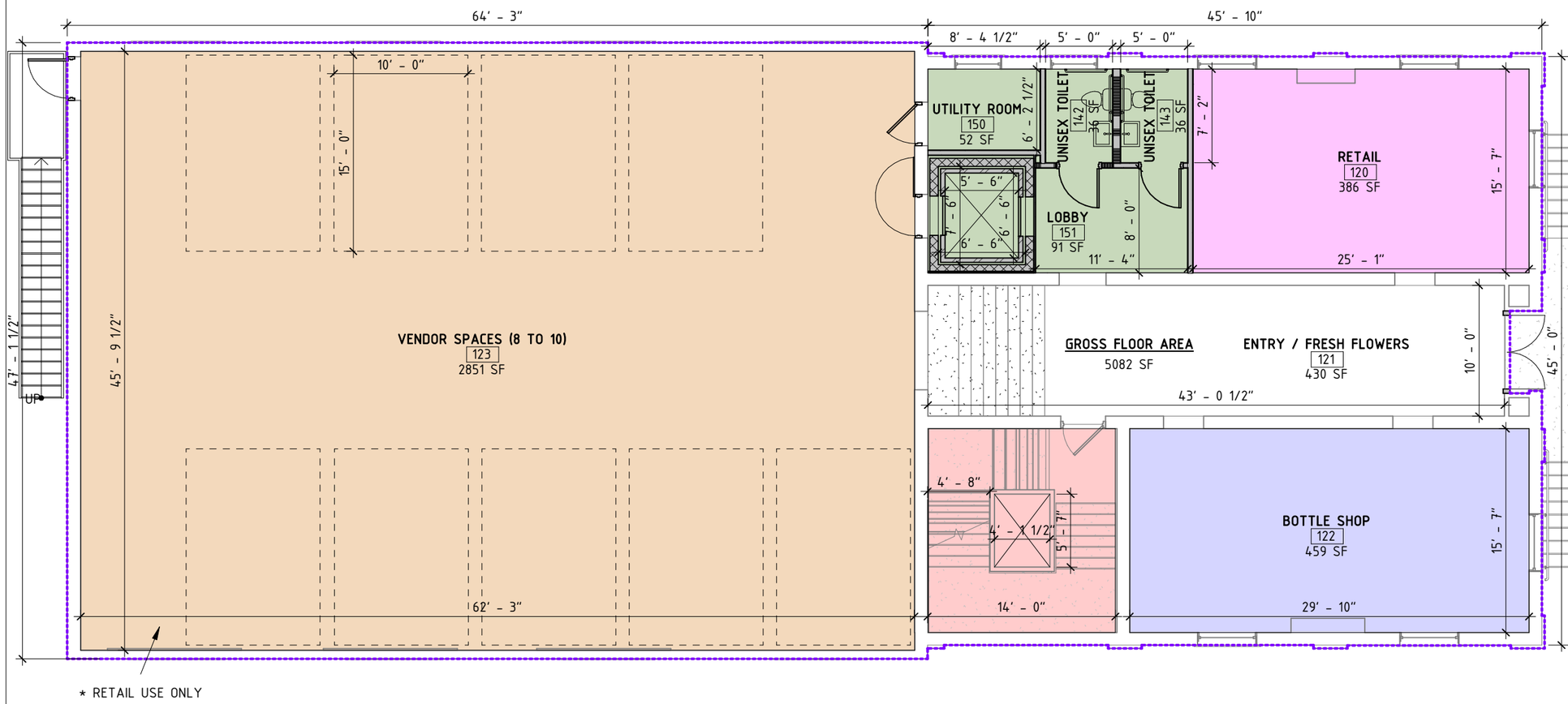
231 E. 2ND ST., CLAYTON, NC

PROPOSED BASEMENT AREA PLAN

08/24/22

AP0.00

MAURER
architecture
919 829 4969



1 FIRST FLOOR

SCALE: 1/8" = 1'-0"

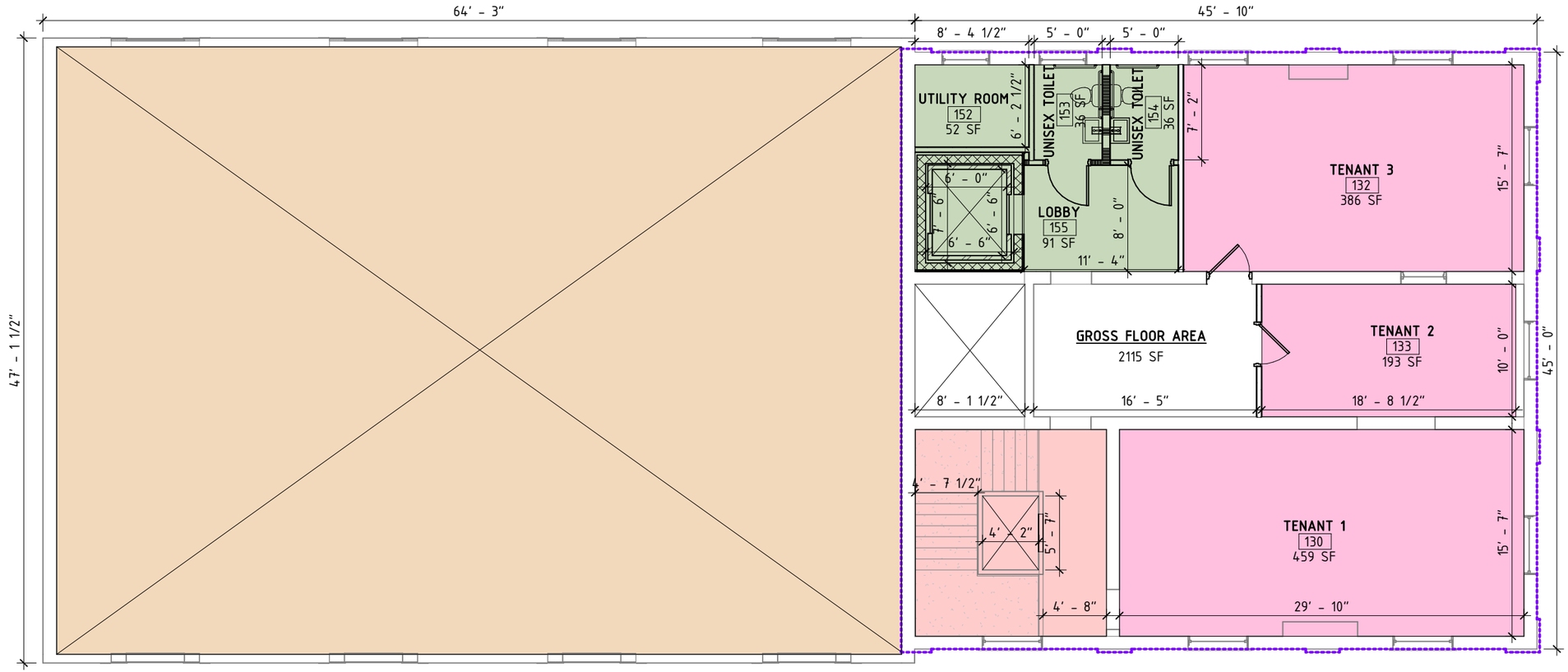
231 E. 2ND ST., CLAYTON, NC

PROPOSED FIRST FLOOR AREA PLAN

08/24/22

AP0.10

1/8" = 1'-0"



1 SECOND FLOOR

SCALE: 1/8" = 1'-0"

1/8" = 1'-0"

MAURER architecture

919 829 4969

231 E. 2ND ST., CLAYTON, NC

PROPOSED SECOND FLOOR PLAN

08/24/22

AP0.20

EXHIBIT C

Deed Covenants and Restrictions

1. Within nine (9) months of conveyance of the Property to the Grantee and upon the issuance of all required building permits, Grantee, or its successor, assign or grantee, shall begin redevelopment of the Property into commercial spaces including a market, eatery/café and office spaces (the "Project") and, shall develop the Property in accordance with the Economic Development Agreement dated _____ (the "EDA").

2. Subject to the terms of the Development Agreement, Grantee, or its successor, assign or grantee, shall complete all rehabilitation and historic preservation of the Property in accordance with the Economic Development Agreement but in any event in order to obtain a Certificate of Occupancy on the entire Project or before the expiration of five years from the date of Conveyance.

3. Grantee shall follow the Historic Preservation Standards and Guidelines in the EDA for all exterior rehabilitation and renovations to the Property.

4. Grantee shall at all times in rehabilitating and using said property comply with all state and local Zoning and Building codes and comply with the Town of Clayton (the "Town") Ordinances, as amended from time to time.

5. Grantee, at no expense to the Town, will give the Town such utility and drainage easements as the Town may reasonably require; provided only that such easements shall be located in a manner so as not to interfere with Grantee's intended use and enjoyment of the Property.

6. These covenants and/or agreements are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date these covenants are recorded unless terminated sooner in writing signed by the Town and then current owner of the Property.

7. Enforcement shall be by proceedings at law or in equity against any person, firm or corporation violating or attempting to violate any covenant, either to restrain such violation or attempted violation or to recover damages, after giving of notice and the expiration of a reasonable grace period to remedy any such violations.

8. The invalidation of any one of these covenants by judgment or court order shall in no way affect any of the remaining provisions, and all other provisions herein shall remain in full force and effect.

9. Grantee, or its successor, assign or grantee, shall prepare and maintain, or cause to be prepared and maintained, in accordance with generally accepted accounting principles consistently applied, appropriate books and records, reflecting all money received and all money disbursed by Grantee, its successors, assigns and grantees in connection with the Property. Grantor and its duly appointed representatives shall have the right to examine, audit, and copy such books and records during business hours on a fifteen (15) day notice to

Grantee, or its successors, assigns or grantees at the office of Grantee, or its successors, assigns or grantees.

10. In the event that the Grantee, or its successor, assign or the party in possession of the Property, should fail to commence construction in the time allowed in paragraph 1 herein, upon written request of Grantor, Grantee shall convey to Grantor the Property free and clear of all encumbrances.

11. Right of First Offer. In the event that the Grantee desires to sell or convey the Property to an unrelated third party during the term of these Deed Covenants and Restrictions, prior to placing the Property for sale and soliciting offers from a third party purchaser, Grantee shall first offer to sell the Property to the Town of Clayton (the "Town") by delivering to the Town a Sale Notice notifying the Town of Grantee's intent to the sell the Property and granting the Town the exclusive right to purchase the Property under the following terms and conditions. The Sale Notice shall be delivered to the Town by hand delivery or delivery service with return receipt at the Town's then current Town Hall address.

(1) The Town shall have ninety (90) days from the date of the Sale Notice to accept or reject the offer. During this ninety (90) day period the Town shall have the opportunity to evaluate the Property including completing inspections and valuation of the Property.

(2) The sales price shall be fair market value of the Property as of the date of the Sale Notice.

(a) The Town and Grantee shall have twenty (20) days from the delivery of the Sale Notice to mutually agree on the fair market value of the Property.

(b) If Grantee and the Town are unable to mutually agree on the fair market value of the Property in the time allowed, the fair market value shall be determined by appraisal. The Grantee and the Town shall have thirty (30) days from the Sale Notice to agree upon and designate a qualified appraiser to value the Property.

(c) If Grantee and the Town cannot agree upon a qualified appraiser during the time allowed, Grantee and the Town shall each upon their own cost and expense designate a qualified appraiser within forty-five (45) days of the Sale Notice.

(i) If either party fails to appoint a qualified appraiser within the time allowed, then the timely appointed appraiser shall appraise the Property and the value so appraised shall be the purchase price.

(ii) If both parties timely appoint a qualified appraiser, then the average of the two appraised values shall be the purchase price.

(iii) A qualified appraiser shall mean a professional appraiser licensed and in good standing in the state of North Carolina who is qualified by experience and ability to appraise the Property. Any appointment of a qualified appraiser shall be made by written instrument delivered to the Developer and the Town.

(3) The Town shall have thirty (30) days to close on the Property after delivery to the Grantee of the written notice of the Town's acceptance of the offer.

(4) Developer shall convey the Property to the Town with good and marketable title by General Warranty Deed free and clear of all liens and encumbrances.

12. Approval of Conveyance. In the event that the Town rejects the Grantee's offer under paragraph 11 herein or fails to respond within the time required under paragraph 11 herein, Grantee desires to sell or convey the Property to an unrelated third party prior the issuance of the Certificate of Occupancy, Grantee shall obtain Grantor's prior consent, which shall not be unreasonably withheld, conditioned, or delayed. Grantor shall provide notice to Grantee of its consent to the

conveyance or disapproval of the conveyance, as the case may be, within forty-five (45) days from the date in which Grantor received notice of Grantee's desire to sell or convey the Property.

EXHIBIT D

STANDARDS FOR THE REHABILITATION OF HISTORIC PROPERTIES

REHABILITATION is defined as the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values.

STANDARDS FOR REHABILITATION

1. A property shall be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.

2. The historic character of a property shall be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property shall be avoided.

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, shall not be undertaken.

4. Changes to a property that have acquired historic significance in their own right shall be retained and preserved.

5. Whenever reasonably feasible distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.

6. Whenever reasonably feasible, deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and, where possible, materials as may be reasonably feasible during rehabilitation. Replacement of missing features shall be substantiated by documentary and physical evidence.

7. Chemical or physical treatments, if appropriate, shall be undertaken using the gentlest means possible. Treatments that cause damage to historic materials shall not be used.

8. Archeological resources shall be protected and preserved in place. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and shall be compatible with the historical materials, features, size, scale, and proportion, and massing to protect the integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

EXHIBIT E

PERMITTED EXCEPTIONS OF TITLE

1. Taxes or assessments for the year 2024, and subsequent years, not yet due and payable.

2. Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variations or other adverse circumstances affecting the Title disclosed by plat or survey.

3. Utility easements affecting the land.

Regular Town Council Meeting
Agenda Cover Sheet

Meeting Date	Agenda Location
March 4, 2024	Quasi-Judicial Hearing

Item Title

2023-146-SUP Powhatan Self Storage

Presenter(s)

Steven Mott, Planner II

Suggested Action

Approval of SUP

Strategic Priorities Alignment

☐ Think Clayton (Administrative)	☐ Think Arts & Culture	☐ Think Downtown	☐ Think Economic Development	☒ Think Land Use & Housing	☐ Think Mobility	☐ Think Parks, Recreation & Natural Resources	☐ Think Public Services & Infrastructure

Public Hearing: Yes - Quasi

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

Other/Special Instructions: Property Posted with Sign

Summary

American Self Storage, LLC is proposing a self-storage facility that will include a 4,500 square foot addition to the existing building along Powhatan Rd. and a free-standing 78,000 square foot three-story climate-controlled self-storage building. The project consists of two parcels totaling 3.48 acres in size and are identified as County Tags 05105018 and 05105019B. The property, at the time of the application submittal, was zoned B-3 but has since the adoption of the Town's Unified Development Ordinance is now zoned CRM (Corridor Commercial). Per the Town's Unified Development Code, the use of Self-Storage requires a Special Use Permit (SUP).

Recommendation

The Town's Technical Review Committee (TRC) has reviewed and approved the associated Site Plan, 2023-147 SP.

Funding Source

N/A

Corresponding Documentation

01 - Staff Report - 2023-146-SUP Powhatan Self Storage

02 - Special Use Permit Application 2023-147-146-SUP Powhatan Self Storage

03.1 - Site Plan 2023-146-SUP Powhatan Self Storage

03.2 - Powhatan Render 2023-146-SUP_SP

04 - Powhatan Self Storage Neighborhood Meeting Letter

05 - Staff Report Maps - Powhatan Self Storage SUP

06 - Recommended Conditions Document - 2022-146-SUP Powhatan Self Storage

07 - 2023-146-SUP Powhatan Self Storage SUP Approval

Submitted By: Steven Mott, Planning

Reviewed By:

Conrad Olmedo, Planning Director	Approved - Feb 26 2024
Rich Cappola, Town Manager	Approved - Feb 29 2024
Heidi Holland, Town Clerk	Approved - Feb 29 2024

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

STAFF REPORT

Application Number: 2022-146-SUP
Project Name: Powhatan Self Storage – Special Use Permit

Tag #:	05I05018 & 05I05019B
Location:	3986 & 3936 Powhatan Road, Clayton, NC 27527
Applicant:	American Self Storage, LLC
Owner:	American Self Storage, LLC
Project Planner:	Steven Mott, Planner II

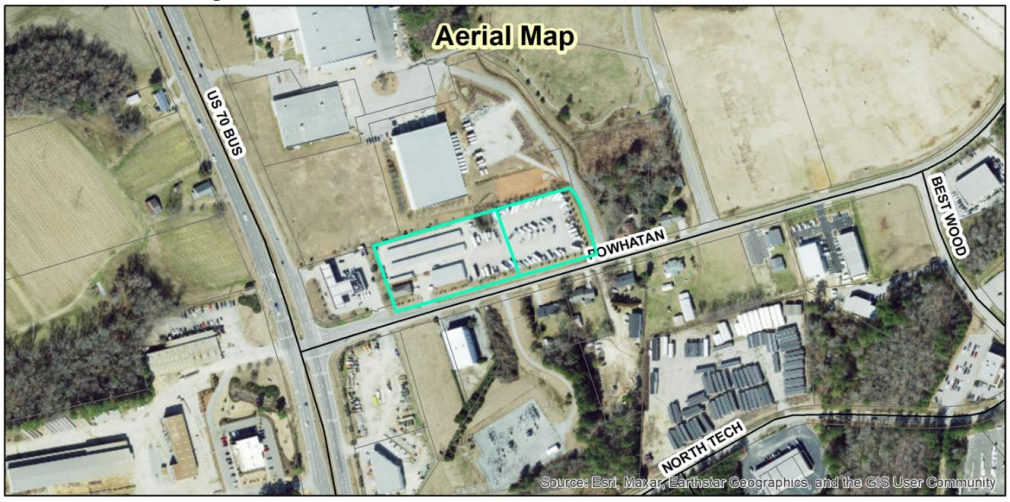
Public Noticing Dates:

- **Neighborhood Meeting:** February 6, 2022
- **Sign Posted:** February 22, 2022
- **Newspaper Ad Published:** February 21, 2022, and February 28, 2022
- **Letters Mailed:** February 22, 2022

REQUEST: Applicant is requesting a Special Use Permit to build a 4,500 square foot addition to the existing structure along Powhatan Road in addition to a free-standing 78,000 square foot 3-story climate controlled self-storage building along with supporting infrastructure.

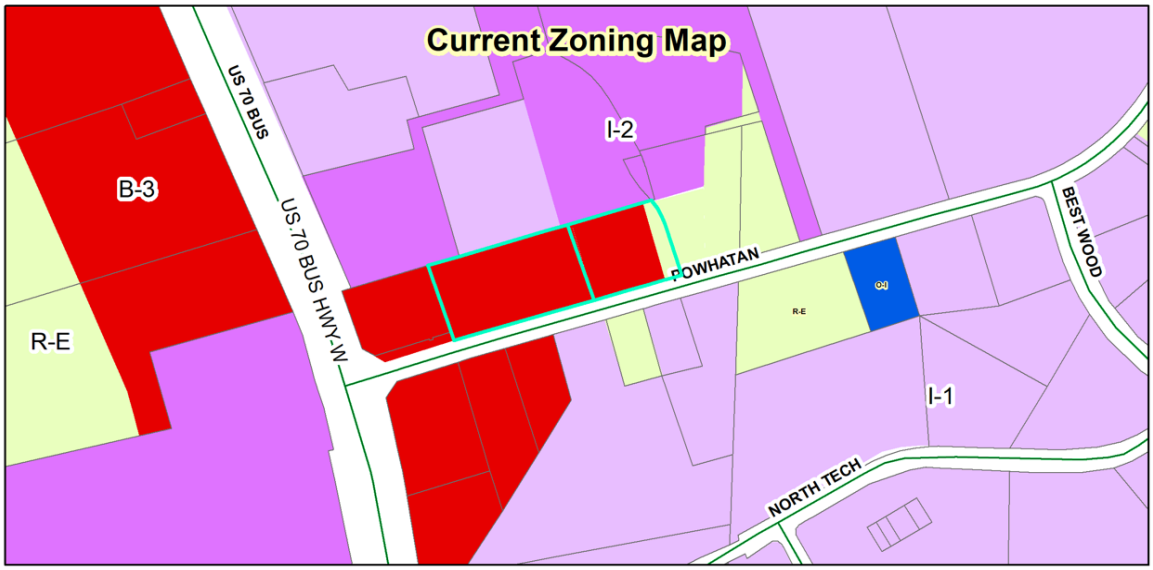
SITE DATA:

Acreage:	3.38 acres
Zoning:	B-3 & R-E (New UDO Zoning: CRM & RLL)
Existing Use:	Self-Storage



ADJACENT ZONING AND LAND USES:

Direction	Zoning	Existing Use
North	I-1 & I-2 (New UDO Zoning: LID & HID)	Industrial Materials Handling
South	B-3, I-1, & R-E (CRM, LID, & RLL)	Outdoor Limited Storage, Office, Vacant
West	B-3 (CRM)	Gas Station/Retail
East	R-E (RLL)	Chemical Wholesaler



DEVELOPMENT DATA:

Proposed Use: Self Storage Facility Expansion

Building Height: 3 story

Impervious Surface: Current: 2.57 Ac./78.76%; Proposed: 2.387 Ac./68.59%

Parking: Proposed: 8 spaces, including 1 ADA space; Required: 5 spaces. 1 ADA Space.

Access/Streets: The proposed development will be accessed off Powhatan Rd., connecting to US 70 BUS W

STAFF ANALYSIS AND COMMENTARY:

Overview:

The applicant is requesting a Special Use Permit to expand their current self-storage use to accommodate a 4,500 square foot addition to the existing structure along Powhatan Road in addition to a free-standing 78,000 square foot 3-story climate controlled self-storage building along with supporting infrastructure.

Associated Site Plan:

Pursuant to §155.711(D)(1), concurrent with a request for a Special Use Permit, the applicant was required to submit a Site Plan, which is attached to this staff report. The site plan has been reviewed by staff and is pending approval upon a decision from Council on this Special Use Permit.

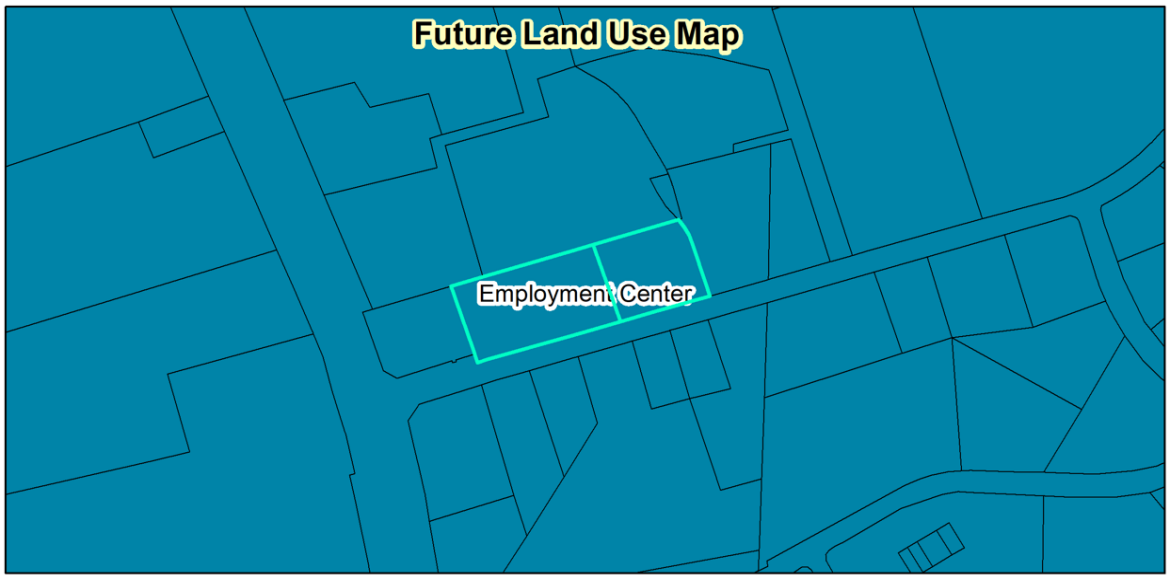
Consistency with Adopted Plans:

- **Comprehensive Growth Plan 2045**
  The Future Land Use Map (below) shows that this area is designated as Employment Center, which calls uses such as: industrial, warehouse, office, research and development, tech-flex, hospital, renewable energy, recycling, fabrication, assembly, and technology. Employment Center land uses may also include a limited amount of supporting commercial uses, such as restaurants and convenience retailers to serve employees.

- **Unified Development Code**
  If the Special Use Permit is approved, the proposed development will meet the code requirements as outlined in the Unified Development Code, including dimensional standards, parking, and landscaping. The proposed expansion of the use of "Self-Storage" requires a Special Use Permit in B-3 zones, which is the purpose of this application.

CONSIDERATIONS:

- The Town Council shall make final decisions regarding Special Use Permits.
- Special Use Permits shall address specific Findings of Fact, with the burden of proof for meeting the Findings of Fact on the applicant. These Findings all must be met for a Special Use Permit to be approved.
- The Technical Review Committee has reviewed the SUP and associated Site Plan.
- Staff has worked with the applicant on the proposed conditions, and the applicant has agreed to all proposed conditions in writing.
- The Town Council shall consider the recommendation(s) in this staff report, and may approve the SUP with the proposed conditions, add or remove conditions (with the agreement of the applicant), deny the application upon finding that one or more of the Findings of Fact are not met, or may send the application back to the Technical Review Committee for additional consideration.



FINDINGS OF FACT:

Special Use Permits shall address the following findings, with the burden of proof for meeting the Findings of Fact on the applicant. Please see below for the applicant's response to each finding, as well as staff's commentary.

1. *That the application will not materially endanger the public health or safety if located where proposed and developed according to the plans as submitted and approved.*

   Applicant Response:

   The implementation of this plan will in no way materially endanger the public health or safety if developed according to the plans. The proposed plan conforms to the Town's Code of Ordinances and will provide adequate protection and separation from adjoining properties. There will be no hazardous materials stored on the site with this use.

   Staff Commentary:

   Staff believes that this project does not constitute a danger to public health or safety.

2. *That the application meets all required specifications and conforms to the standards and practices of sound land use planning and the Town Code of Ordinances and other applicable regulations.*

   Applicant Response:

   This application meets all Town Code of Ordinances, specifications, and applicable regulations as submitted and approved. The property is zoned B-3 and the existing and proposed use of the property is allowed with a Special Use Permit.

   Staff Commentary:

   The applicant has provided a site plan that meets all requirements in the Town of Clayton Unified Development Code and other guidelines.

3. *That the application will not substantially injure the value of adjoining or abutting property, and will not be detrimental to the use or development of adjacent properties or other neighborhood uses.*

   Applicant Response:

   This application will not substantially injure the value of adjoining or abutting property, and will not be detrimental to the use or development of adjacent properties or other neighborhood uses. The plan as submitted and approved is an expansion of an existing use and will meet all Town buffering and zoning conditions.

   Staff Commentary:

   Staff has no comment with respect to whether the site will affect the value of abutting property. With respect to use or development of surrounding properties, staff does not believe the application as proposed will have any effect on adjacent development.

4. *That the application will not adversely affect the adopted plans and policies of the Town or violate the character of existing standards for development of the adjacent properties.*

   Applicant Response:

   This application will not adversely affect the adopted plans and policies of the Town, or violate the character of existing standards for development of the adjacent properties. The proposed plan will conform to all Town Ordinances and regulations.

   Staff Commentary:

   Staff believe that this request does not adversely affect adopted plans and policies of the Town nor does it harm the character of existing standards and is compatible with nearby uses of adjacent properties.

RECOMMENDED CONDITIONS OF APPROVAL:

If approved, staff is recommending conditions of approval be placed upon the application. The recommended conditions are listed below, and the applicant's signed acceptance of the recommended conditions is provided as an attachment.

1. The Development shall be constructed in substantial conformance with the Special Use Permit as approved by the Clayton Town Council and associated Site Plan (2023-147-SP) as approved by Town staff.
2. Any conditions imposed as part of the Site Plan (2023-147-SP) approval shall remain in effect.

ATTACHMENTS:

1) Special Use Permit Application
2) Site Plan
3) Neighborhood Meeting Materials
4) Staff Report Maps
5) Recommended Conditions of Approval – Signed by Applicant

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

SPECIAL USE PERMIT APPLICATION COVER SHEET

Name of Project: Powhatan Self Storage **Date:** 09/15/2023

Applicant Name: American Self Storage, LLC

The following checklist to be completed by applicant:

[✓] Pre-Application Meeting on: 06/23/2023

[✓] Application Review fee

Submit 1 hardcopy and 1 digital (via email or USB) of each of the following:

[✓] Completed Application

[✓] Owner's Consent Form

[✓] Adjacent Property Owner's List

[✓] Neighborhood Meeting Notice Letter (1 copy)

[ ] Wastewater Allocation Request Form (if applicable)

[✓] Adjacent Property Owner's List - Include Names, Full Mailing Addresses & Parcel/NC Tag #

[✓] Associated Site Plan

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

SPECIAL USE PERMIT APPLICATION

Application Fee: $750.00

Public Noticing Fees (Mailing & Sign) will be confirmed/invoiced by town staff prior to payment.
Mailed Notice: $1.00 per mailed notice / Public Notice Signs: $20.00 per posted sign

☒ **New Special Use Permit** ☐ **Major Modification to an approved SUP**
Permit Modified: _____

SITE INFORMATION

Name of Project: Powhatan Self Storage

Acreage of Property: 3.38 **Zoning District:** B-3

County Tag #: 05105018 & 05105019B **NC Pin #:** 167700-39-4084 & 167700-39-7194

Address/Location: 3986 & 3936 Powhatan Road, Clayton, NC 27527

Existing Use: Self Storage & Outdoor Storage **Proposed Use:** Self Storage

Is project within a Planned Development? ☐ **Yes** ☒ **No If yes, which:** _____

Is project within an Overlay District? ☐ **Yes** ☒ **No If yes, which:** _____

APPLICANT INFORMATION

Applicant: American Self Storage, LLC - Adam Jarrell - President
Mailing Address: 3805 S Smithfield Road Knightdale, NC 27545
Phone Number: 919-673-7452 **Fax:** _____
Contact Person: Adam Jarrell
Email Address: adam@americanstoragenc.com

OFFICE USE ONLY

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

PROPERTY OWNER INFORMATION

Name: American Self Storage, LLC - Adam Jarrell - President

Mailing Address: 3805 S Smithfield Road Knightdale, NC 27545

Phone Number: 919-673-7452 **Fax:**

Email Address: adam@americanstoragenc.com

EXPLANATION OF PROJECT

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

This project consists of 2 parcels totalling 3.48 acres, Parcel 1 (ID #05105018) has 2.14 acres and is within the Town limits and Parcel 2 has 1.34 acres and will be annexed into the Town limits.

The plan proposes a 4,500 sf addition to the existing building along Powhatan, a free standing 78,000 sf 3-story climate controlled self storage building, and supporting infrastructure. This plan will also reduce impervious area by 0.32 acres from existing conditions.

REQUIRED FINDINGS OF FACT

Section 155.711(I) of the Unified Land Development Code requires applications for a Special Use to address the following findings. The burden of proof is on the applicant and failure to adequately address the findings may result in denial of the application. Please attach additional pages if necessary.

1. That the application will not materially endanger the public health or safety if located where proposed, and developed according to the plans as submitted and approved.

   The implementation of this plan will in no way materially endanger the public health or safety if developed according to the plans. The proposed plan conforms to the Town's Code of Ordinances and will provide adequate protection and separation from adjoining properties. There will be no hazardous materials stored on the site with this use.

2. That the application meets all required specifications and conforms to the standards and practices of sound land use planning and the Town Code of Ordinances and other applicable regulations.

This application meets all Town Code of Ordinances, specifications, and applicable regulations as submitted and approved. The property is zoned B-3 and the existing and proposed use of the property is allowed with a Special Use Permit.

3. That the application will not substantially injure the value of adjoining or abutting property, and will not be detrimental to the use or development of adjacent properties or other neighborhood uses.

This application will not substantially injure the value of adjoining or abutting property, and will not be detrimental to the use or development of adjacent properties or other neighborhood uses. The plan as submitted and approved is an expansion of an existing use and will meet all Town buffering and zoning conditions.

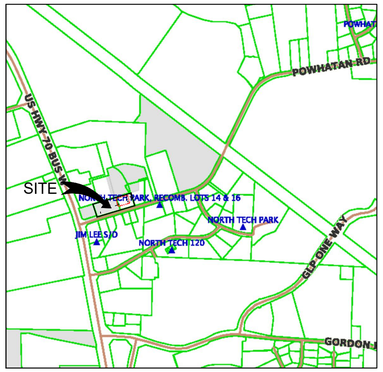
4. That the application will not adversely affect the adopted plans and policies of the Town, or violate the character of existing standards for development of the adjacent properties.

This application will not adversely affect the adopted plans and policies of the Town, or violate the character of existing standards for development of the adjacent properties. The proposed plan will conform to all Town Ordinances and regulations.

APPLICANT AFFIDAVIT

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

Adam Jarrell	Adam Jarrell Digitally signed by Adam Jarrell Date: 2023.09.15 10:26:39 -06'00'	09/15/2023
Print Name	***Signature of Applicant***	***Date***



VICINITY MAP
1" = 1000'

PROPERTY LOCATION:
LAT: 35.61463
LONG: -78.41657

No floodplain located on site per FIRM MAP #3720166800K Dated: June 20, 2018

FINANCIALLY RESPONSIBLE CONTACT:
Adam Jarrell (American Self Storage)
919-673-7452

T.B.M. #1
Traverse nail SE corner of property
N=679,061.508
E=2,173,942.058
Elev. 295.12

T.B.M. #2
Traverse nail NW corner of property
N=679,126.851
E=2,173,248.773
Elev. 302.34

NOTES:
1. ALL CONSTRUCTION TO BE IN ACCORDANCE WITH CURRENT TOWN OF CLAYTON AND NCDOT STANDARDS AND SPECIFICATIONS.
2. BOUNDARY IS FROM FIELD SURVEY BY FEI CIVIL ENGINEERS AND LAND SURVEYORS.
3. CONTOURS WERE OBTAINED FROM SURVEY PERFORMED BY FEI CIVIL ENGINEERS AND LAND SURVEYORS.
4. NO PORTIONS OF PROPOSED IMPROVEMENTS LOCATED WITHIN 100 YEAR FLOOD PLAIN, NOR ARE THERE ANY WETLANDS ON SITE
5. NO SPECIMEN TREES 30" DBH OR GREATER LOCATED ON THE SITE.
6. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF ALL EXISTING UTILITIES.
7. ALL DISTANCES ARE TO BACK OF CURB, EDGE OF PAVEMENT, AND FACE OF BUILDING UNLESS OTHERWISE SPECIFIED.
8. BUILDING CONFIGURATION SHOWN IS FOR SITE PURPOSES ONLY. FOR DETAILED INFORMATION ON BUILDING CONFIGURATION SEE ARCHITECTURAL PLANS.

Note:
This plan will require annexation of parcel 05105019B (Western Parcel 1.34 Ac.).

ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH CURRENT TOWN OF CLAYTON AND NCDOT STANDARDS AND SPECIFICATIONS.

IMPERVIOUS DATA

EX. IMPERVIOUS AREA = 2.57 AC.
VUA = 2.15 Ac.
BLDG = 0.39 Ac.
MISC. = 0.03 Ac.

PROP. IMPERVIOUS AREA = 2.387 AC.
VUA = 1.257 Ac.
BLDG = 1.09 Ac.
MISC. = 0.04 Ac.

Nutrient Reduction Note:
Implementation of this plan results in a decrease of impervious area by 0.183 acres from the existing site conditions, therefore, no stormwater detention or nutrient reduction required for this plan.

UNIT MIX CALCULATIONS (EXISTING BUILDING 1)

Unit Size	1st Floor		Comments
10x10	46		
Total	46	APPROX.	

UNIT MIX CALCULATIONS (EXISTING BUILDING 2)

Unit Size	1st Floor		Comments
10x10	26		
10x20	8		
Total	34	APPROX.	

UNIT MIX CALCULATIONS (EXISTING BUILDING 3)

Unit Size	1st Floor		Comments
5x10	11		
10x20	1		
Total	12	APPROX.	

UNIT MIX CALCULATIONS (ADDITION + EXISTING)

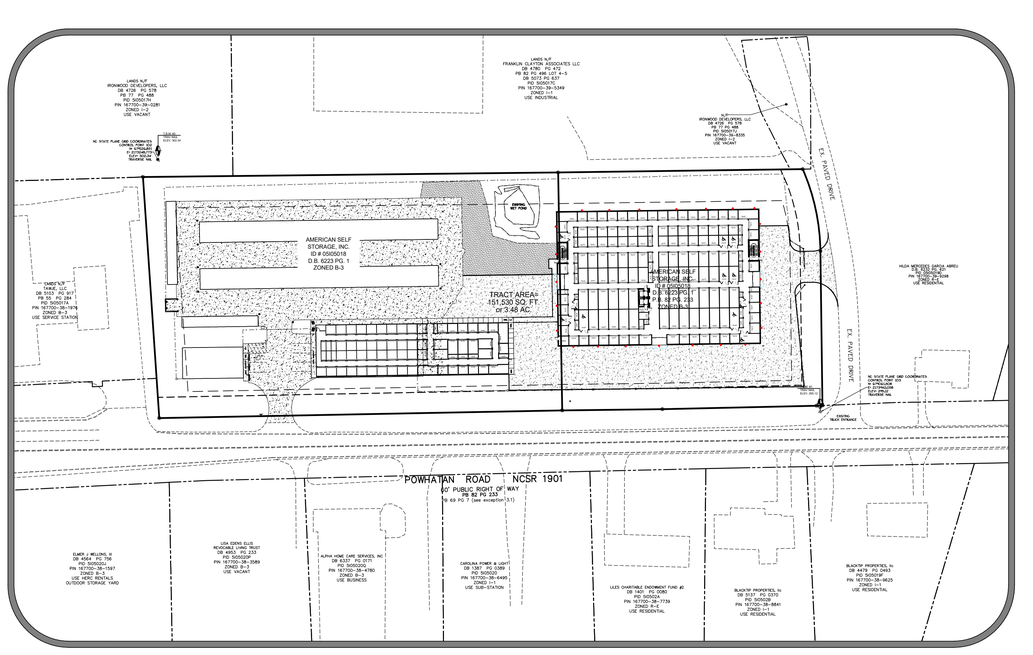
Unit Size	1st Floor		Comments
9x10	11		
10x10	51		
10x15	7		
10x20	2		
Total	71	APPROX	

UNIT MIX CALCULATIONS (ADDITION ONLY)

Unit Size	1st Floor	HC Units	Comments
4x10	5	1	ADA Compliant Hardware
10x10	16	1	ADA Compliant Hardware
10x15	7		
10x20	2		
Total	30	2	ADA Compliant Hardware
		30	Units Under 200
		1.5	+5% Units Over 200

UNIT MIX CALCULATIONS MAIN BUILDING

Unit Size	1st Floor	2nd Floor	3rd Floor	TOTAL	HC Units	Comments
4x5	2	0	0	2	0	
4x10	21	23	25	69	2	ADA Compliant Hardware
5x5	1	0	0	1	0	
5x10	3	0	8	11	0	
7x10	1	0	0	1	0	
10x10	73	80	74	227	7	ADA Compliant Hardware
10x12	2	0	0	2	0	
10x15	30	30	30	90	3	ADA Compliant Hardware
10x20	31	33	31	95	4	ADA Compliant Hardware
TOTAL	164	166	168	498	16	HC Units Provided
					298	Units Over 200
					15.96	+30=2% Units Over 200



GRAPHIC SCALE
0' 50' 100' 150'
(IN FEET)
1 INCH = 50 FT

SHEET NO.	DESCRIPTION
CS-1	COVER
CS-2	PLAT
CS-3	EXISTING CONDITIONS PLAN
CS-4	SITE PLAN
CS-5	UTILITY PLAN
CS-6	GRADING/DRAINAGE PLAN
CS-7	EROSION CONTROL PLAN - PHASE 1
CS-7A	EROSION CONTROL PLAN - PHASE 2
CS-8	NPDES PLAN
CS-8A	NPDES DETAILS
CS-9	SITE/UTILITY DETAILS
CS-10	EROSION CONTROL DETAILS
L-1	LANDSCAPE PLAN
A101	ARCH BUILDING EXPANSION FLOOR PLAN OVERALL
A102	ARCH BUILDING EXPANSION FLOOR PLAN
A201	ARCH BUILDING EXPANSION ELEVATION VIEWS
A101	ARCH MAIN BUILDING 1ST FLOOR PLAN
A201	ARCH MAIN BUILDING 2ND FLOOR PLAN
A301	ARCH MAIN BUILDING 3RD FLOOR PLAN
A401	ARCH MAIN BUILDING ELEVATION VIEWS
A402	ARCH MAIN BUILDING ELEVATION VIEWS

SITE DATA

OWNER:	American Self Storage, LLC 3805 S Smithfield Road Knightdale, NC 27545
DEVELOPER:	Robert High Development, LLC 324 Greenville Ave. Wilmington, NC 28403
SITE ADDRESS:	3936 & 3986 Powhatan Road
TOTAL ACREAGE:	3.48 AC
TRACT 1:	2.14 AC
TRACT 2:	1.34 AC
ZONING:	B-3
ID #:	05105018 & 05105019B
NC PIN:	167700-39-4084 & 167700-39-7194
RIVER BASIN:	NEUSE
WATERSHED:	MILL CREEK
EXISTING USE:	SELF STORAGE
PROPOSED USE:	SELF STORAGE
EXISTING GROSS BLDG AREA:	17,876 SF
PROPOSED GROSS BLDG AREA:	82,500 SF
GROSS BLDG AREA (TOTAL):	100,376 SF
TOWNSHIP:	CLAYTON
NUMBER OF LOTS:	2
LOT BUILDING SETBACKS:	
FRONT:	25'
SIDE:	30'
REAR:	30'
LOT BUFFERS:	
FRONT:	20' Type C
SIDE:	20' Type C (East) N/A (West)
REAR:	N/A
TYPE BLDG. CONSTRUCTION:	TYPE II-B
EXISTING IMPERVIOUS AREA:	2.57 Ac. (TOTAL) 78.76%
PROPOSED IMPERVIOUS AREA:	2.387 Ac. (TOTAL) 68.59%
	(This plan reduces impervious area by 0.183 acres. See Impervious Chart this sheet.
PARKING:	
REQUIRED:	5 SPACES
PROVIDED:	8 EXISTING SPACES (Inlcudes 1 Van HC)
HC PARKING:	
REQUIRED:	1 SPACE (1 VAN)
PROVIDED:	1 EXISTING SPACE (1 VAN)
TOTAL DENUDED AREA:	11,700 SF (0.269 Ac.)

PROP. PUBLIC WATER LINE TOTAL: 9'
PROP. PUBLIC SEWER LINE: 0'
NUMBER OF PROPOSED WATER TAPS: 1 (6" Fire Main)
NUMBER OF PROPOSED SEWER TAPS: 0
PROP. PRIVATE WATER LINE TOTAL: 0
PROJECTED SEWER FLOW (PERMANENT) = 0 GPD (No Change to Existing)
TOTAL LINEAR FOOTAGE OF PROPOSED STREET = 0 LF
TOTAL LINEAR FOOTAGE OF WIDENING = 0 LF

Contact the North Carolina One Call Center prior to doing any digging. (1-800-632-4949)

Wm. G. Daniel & Assoc.
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SUITE 260
CARY, NC 27511
(919) 467-9708
C-0329

NORTH CAROLINA PROFESSIONAL SEAL 21117 ENGINEER BRENT J. MCCLAIN
Brent J. McClain
11/16/2023

Revisions
11/16/2023 Per Town of Clayton 1st Site Plan review comments.

OWNER/DEVELOPER:
American Self Storage, LLC
3805 S Smithfield Road
Knightdale, NC 27545
919-673-7452

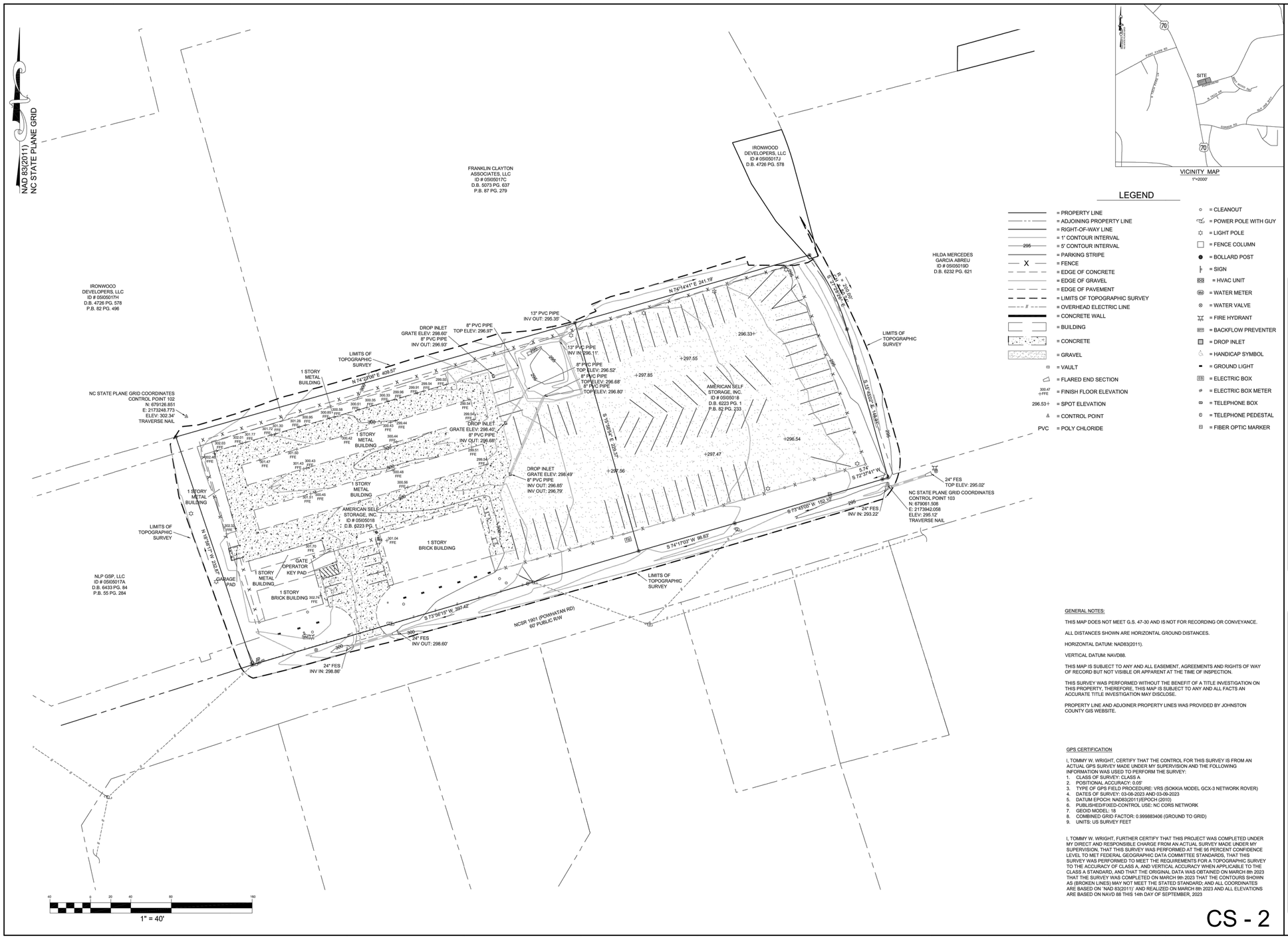
Project
Powhatan Self-Storage
3986 Powhatan Road

Cover

Date
September 15, 2023

Scale
1" = 50'

Sheet
CS - 1



LEGEND

- = PROPERTY LINE
- = ADJOINING PROPERTY LINE
- = RIGHT-OF-WAY LINE
- = 1' CONTOUR INTERVAL
- = 5' CONTOUR INTERVAL
- = PARKING STRIPE
- = FENCE
- = EDGE OF CONCRETE
- = EDGE OF GRAVEL
- = EDGE OF PAVEMENT
- = LIMITS OF TOPOGRAPHIC SURVEY
- = OVERHEAD ELECTRIC LINE
- = CONCRETE WALL
- = BUILDING
- = CONCRETE
- = GRAVEL
- = VAULT
- = FLARED END SECTION
- = FINISH FLOOR ELEVATION
- = SPOT ELEVATION
- = CONTROL POINT
- = POLY CHLORIDE
- = CLEANOUT
- = POWER POLE WITH GUY
- = LIGHT POLE
- = FENCE COLUMN
- = BOLLARD POST
- = SIGN
- = HVAC UNIT
- = WATER METER
- = WATER VALVE
- = FIRE HYDRANT
- = BACKFLOW PREVENTER
- = DROP INLET
- = HANDICAP SYMBOL
- = GROUND LIGHT
- = ELECTRIC BOX
- = ELECTRIC BOX METER
- = TELEPHONE BOX
- = TELEPHONE PEDESTAL
- = FIBER OPTIC MARKER

GENERAL NOTES:

THIS MAP DOES NOT MEET G.S. 47-30 AND IS NOT FOR RECORDING OR CONVEYANCE.

ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES.

HORIZONTAL DATUM: NAD83(2011).

VERTICAL DATUM: NAVD88.

THIS MAP IS SUBJECT TO ANY AND ALL EASEMENT, AGREEMENTS AND RIGHTS OF WAY OF RECORD BUT NOT VISIBLE OR APPARENT AT THE TIME OF INSPECTION.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE INVESTIGATION ON THIS PROPERTY, THEREFORE, THIS MAP IS SUBJECT TO ANY AND ALL FACTS AN ACCURATE TITLE INVESTIGATION MAY DISCLOSE.

PROPERTY LINE AND ADJOINER PROPERTY LINES WAS PROVIDED BY JOHNSTON COUNTY GIS WEBSITE.

GPS CERTIFICATION

I, TOMMY W. WRIGHT, CERTIFY THAT THE CONTROL FOR THIS SURVEY IS FROM AN ACTUAL GPS SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:

1. CLASS OF SURVEY: CLASS A
2. POSITIONAL ACCURACY: 0.05'
3. TYPE OF GPS FIELD PROCEDURE: VRS (SOKKIA MODEL GCX-3 NETWORK ROVER)
4. DATES OF SURVEY: 03-08-2023 AND 03-09-2023
5. DATUM EPOCH: NAD83(2011)/EPOCH (2010)
6. PUBLISHED/FIXED-CONTROL USE: NC CORS NETWORK
7. GEOID MODEL: 18
8. COMBINED GRID FACTOR: 0.999883406 (GROUND TO GRID)
9. UNITS: US SURVEY FEET

I, TOMMY W. WRIGHT, FURTHER CERTIFY THAT THIS PROJECT WAS COMPLETED UNDER MY DIRECT AND RESPONSIBLE CHARGE FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, THAT THIS SURVEY WAS PERFORMED AT THE 95 PERCENT CONFIDENCE LEVEL TO MET FEDERAL GEOGRAPHIC DATA COMMITTEE STANDARDS, THAT THIS SURVEY WAS PERFORMED TO MEET THE REQUIREMENTS FOR A TOPOGRAPHIC SURVEY TO THE ACCURACY OF CLASS A, AND VERTICAL ACCURACY WHEN APPLICABLE TO THE CLASS A STANDARD, AND THAT THE ORIGINAL DATA WAS OBTAINED ON MARCH 8th 2023 THAT THE SURVEY WAS COMPLETED ON MARCH 9th 2023 THAT THE CONTOURS SHOWN AS (BROKEN LINES) MAY NOT MEET THE STATED STANDARD, AND ALL COORDINATES ARE BASED ON "NAD 83(2011)" AND REALIZED ON MARCH 8th 2023 AND ALL ELEVATIONS ARE BASED ON NAVD 88 THIS 14th DAY OF SEPTEMBER, 2023

CS - 2

Civil Engineers and Land Surveyors
8516 Triad Drive, Colfax, NC 27235
www.fei-eng.com
(336) 852-3797
License No. C-0950

3986 POWHATAN ROAD

EXISTING CONDITIONS SURVEY

PROJECT LOCATION:
CITY: KNIGHTDALE
COUNTY: JOHNSTON
STATE: NORTH CAROLINA

CLIENT INFORMATION:
AMERICAN SELF STORAGE
4500 NEUSE BLVD
KNIGHTDALE, NC 27545

NO	DATE	REVISION NOTE
1		
2		
3		
4		
5		
6		

DRAWN BY: STW
CHECKED BY: TWW
DATE: 2023-09-14
PROJECT NO.: 01009.004
REF. NO.: -
SCALE: 1" = 40'

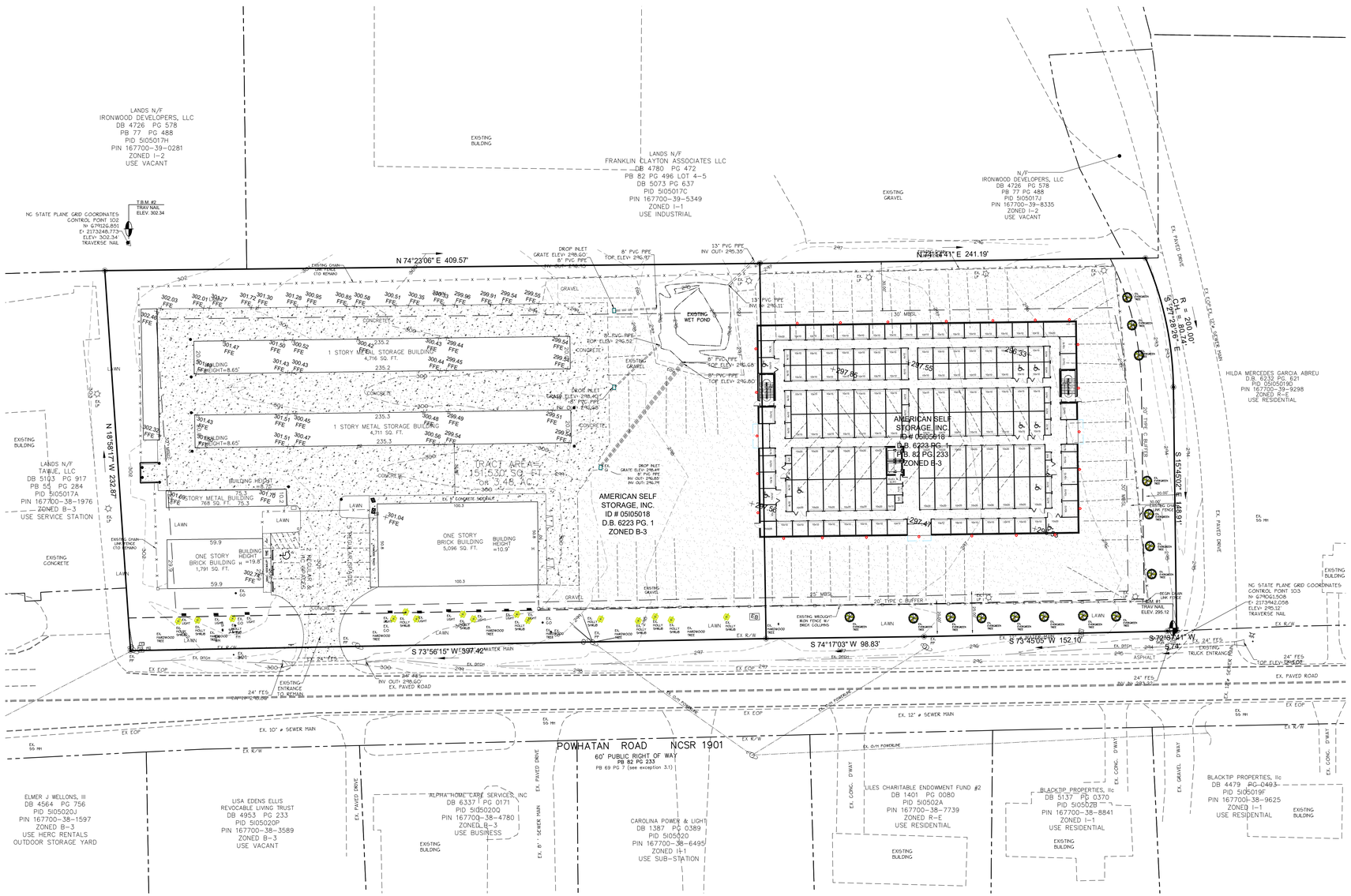
NORTH CAROLINA PROFESSIONAL SEAL L-5262 LAND SURVEYOR TOMMY W. WRIGHT

SHEET
1 OF 1

NOTES:
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GRAPHIC SCALE
0' 30' 60' 90'
(IN FEET)
1 INCH = 30 FT



Wm. G. Daniel & Assoc.
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11/16/2023

Revisions

11/16/2023 Per Town of Clayton 1st Site Plan review comments.

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3805 S Smithfield Road
Knightdale, NC 27545
919-673-7452

Project
Powhatan Self-Storage
3986 Powhatan Road

Existing Conditions Plan

Date
September 15, 2023

Scale
1" = 30'

Sheet
CS - 3

HC RAMP NOTE:
ALL PROPOSED RAMPS SHALL MEET THE CURRENT NC BUILDING CODE AND ICC/ANSI A117.1-2009 FOR SLOPE (MAX 1:12), LENGTH (6 FEET WITHOUT HANDRAILS), WIDTH 4' , AND A 4'x4' (MINIMUM) LANDING NOT EXCEEDING 2% SLOPE AT THE TOP OF THE RAMP.

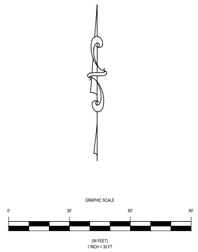
RAMP — TYPICAL RAMP W/ LANDING

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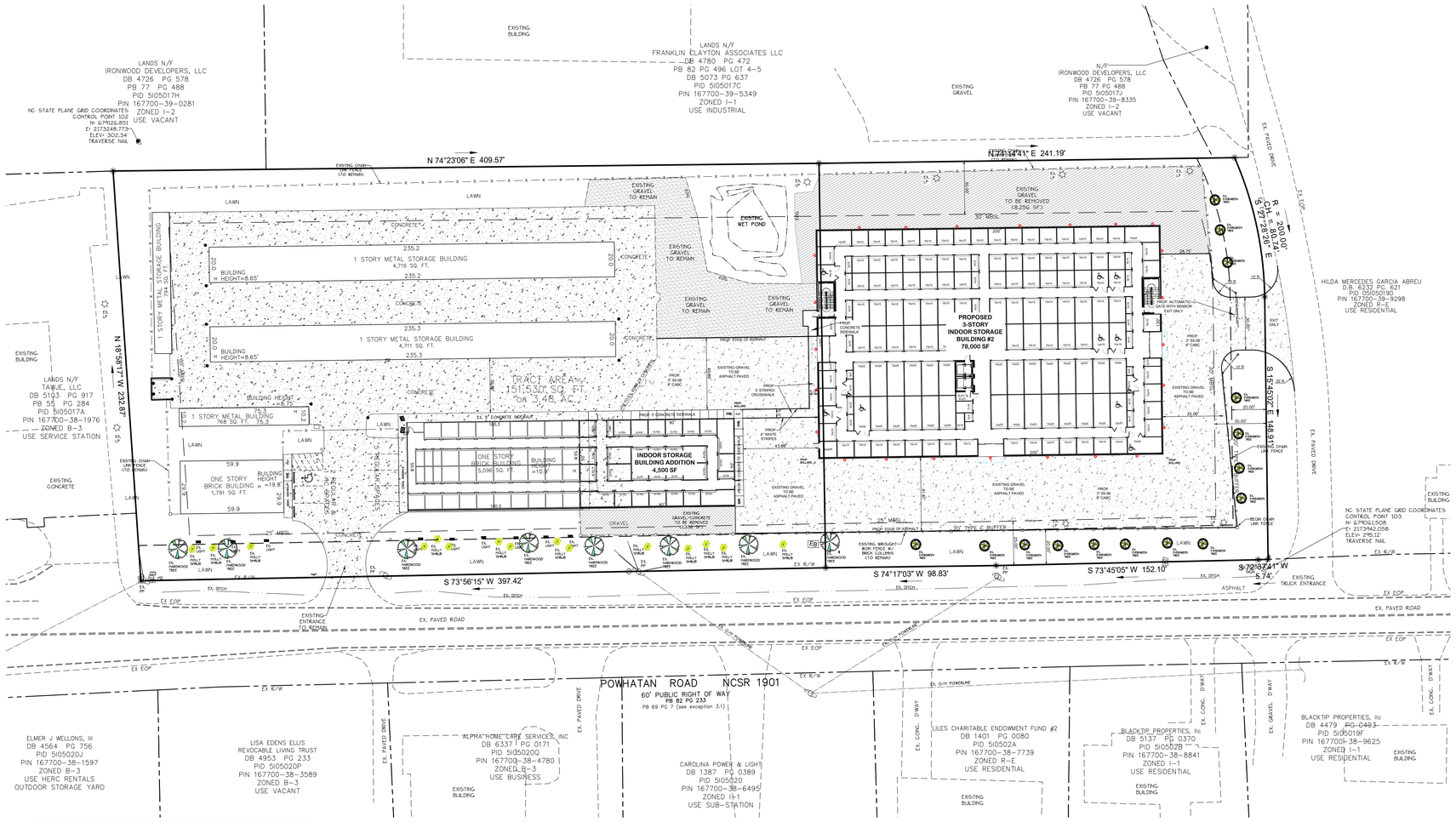
STRIPING & SIGNAGE NOTES
1. ALL ONSITE PAVEMENT MARKINGS TO BE 4" WHITE PAINT, UNLESS OTHERWISE NOTED.
2. STOP BARS TO BE 24" WHITE PAINT.
3. STOP SIGN AT TO BE MUTCD R1-1 36"x36".
4. DIRECTIONAL ARROWS IN DEDICATED RIGHT TURN LANE AT WARRENTON ROAD ENTRANCE TO BE WHITE PAINT.

ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH CURRENT TOWN OF CLAYTON AND NCDOT STANDARDS AND SPECIFICATIONS.





TRAFFIC SIGN NOTE
ALL SIGNS WILL USE PRISMATIC SHEETING AND WILL ADHERE TO THE RETROREFLECTIVITY STANDARDS FOUND IN THE LATEST EDITION OF THE MUTCD.


LANDS N/F
IRONWOOD DEVELOPERS, LLC
DB 4726 PG 578
PB 77 PG 488
PID 5105017H
PIN 167700-39-0281
ZONED I-2
USE VACANT
NC STATE PLANE GRID COORDINATES
CONTROL POINT 102
N 679126.851
E 2173248.773
ELEV= 302.34
TRAVERSE NAIL
EXISTING BUILDING
LANDS N/F
FRANKLIN CLAYTON ASSOCIATES LLC
DB 4780 PG 472
PB 82 PG 496 LOT 4-5
DB 5073 PG 637
PID 5105017C
PIN 167700-39-5349
ZONED I-1
USE INDUSTRIAL
EXISTING GRAVEL
N/F
IRONWOOD DEVELOPERS, LLC
DB 4726 PG 578
PB 77 PG 488
PID 5105017J
PIN 167700-39-8335
ZONED I-2
USE VACANT
N 74°23'06" E 409.57'
N 74°44'41" E 241.19'
EXISTING GRAVEL TO REMAIN
EXISTING WET POND
EXISTING GRAVEL TO REMAIN
EXISTING GRAVEL TO BE REMOVED (8,256 SF)
30' MBSL
PROPOSED 3-STORY INDOOR STORAGE BUILDING #2 78,000 SF
INDOOR STORAGE BUILDING ADDITION 4,500 SF
1 STORY METAL STORAGE BUILDING 4,716 SQ. FT.
1 STORY METAL STORAGE BUILDING 4,711 SQ. FT.
1 STORY METAL STORAGE BUILDING 794 SQ. FT.
1 STORY METAL BUILDING 768 SQ. FT.
ONE STORY BRICK BUILDING 5,096 SQ. FT.
ONE STORY BRICK BUILDING 1,791 SQ. FT.
TRACT AREA 151,530 SF OR 3.48 AC.±
N 18°58'17" W 232.87'
S 73°56'15" W 397.42'
S 74°17'03" W 98.83'
S 73°45'05" W 152.10'
S 72°37'41" W 5.74'
R=270.00' S 17°28'26" E 80.74'
S 14°40'27" E 148.90'
HILDA MERCEDES GARCIA ABREU
D.B. 6232, PG. 621
PID 0560501B0
PIN 167700-39-9298
ZONED R-E
USE RESIDENTIAL
EX. PAVED DRIVE
EXISTING GRAVEL
EXISTING BUILDING
LANDS N/F
TAWJE, LLC
DB 5123 PG 917
PB 55 PG 284
PID 5105017A
PIN 167700-38-1976
ZONED B-3
USE SERVICE STATION
EXISTING CONCRETE
NC STATE PLANE GRID COORDINATES
CONTROL POINT 103
N 679063.508
E 2173942.058
ELEV= 285.12'
TRAVERSE NAIL
EXISTING TRUCK ENTRANCE
EXISTING ENTRANCE TO REMAIN
POWHATAN ROAD NCSR 1901
60' PUBLIC RIGHT OF WAY
PB 82 PG 233
PB 69 PG 7 (see exception 3.1)
ELMER J WELLONS, III
DB 4564 PG 756
PID 5105002J
PIN 167700-38-1597
ZONED B-3
USE HERC RENTALS OUTDOOR STORAGE YARD
LISA EDENS ELLIS
REVOCABLE LIVING TRUST
DB 4953 PG 233
PID 5105020P
PIN 167700-38-3589
ZONED B-3
USE VACANT
ALPHATHOME CARE SERVICES, INC
DB 6337 PG 0171
PID 5105020Q
PIN 167700-38-4780
ZONED B-3
USE BUSINESS
CAROLINA POWER & LIGHT
DB 1387 PG 0389
PID 5105020
PIN 167700-38-6495
ZONED I-1
USE SUB-STATION
ILES CHARITABLE ENDOWMENT FUND #2
DB 1401 PG 0080
PID 5105002A
PIN 167700-38-7739
ZONED R-E
USE RESIDENTIAL
BLACKTIP PROPERTIES, llc
DB 5137 PG 0370
PID 5105002B
PIN 167700-38-8841
ZONED I-1
USE RESIDENTIAL
BLACKTIP PROPERTIES, llc
DB 4479 PG 0493
PID 5105019F
PIN 167700-38-9625
ZONED I-1
USE RESIDENTIAL
EX. CONC. D'WAY
EX. GRAVEL D'WAY
EX. ASPHALT D'WAY
EX. PAVED ROAD
EX. R/W
EX. EOP
EX. DITCH
EX. CLAY POWERLINE
EX. O/H POWERLINE
EX. TREELINE
EX. CONCRETE SIDEWALK
EX. CHAIN LINK FENCE
EX. WOOD FENCE
EX. WROUGHT-IRON FENCE
EX. HARDWOOD TREE
EX. HOLLY SHRUB
EX. LIGHT
EX. YARD INLET
EX. CATCH BASIN
EX. MANHOLE
EX. WATER VALVE
EX. WATER METER
EX. FIRE HYDRANT
EX. SIGN
EX. TRANSFORMER
EX. UTILITY POLE
EX. GUY WIRE
EX. TELEPHONE PEDESTAL
EX. ELECTRIC BOX
EX. GAS VALVE
EX. GAS METER
EX. CLEANOUT
EX. MAILBOX
EX. BOLLARD
EX. CONCRETE
EX. GRAVEL
EX. ASPHALT
PROP. EDGE OF ASPHALT
PROP. CONCRETE SIDEWALK
PROP. 5' STRIPED CROSSWALK
PROP. 4" SOLID STRIPES
PROP. 24" SOLID STRIPES
PROP. 6" SOLID STRIPES
PROP. 8" SOLID STRIPES
PROP. 4" SOLID YELLOW STRIPES
PROP. 4" DOUBLE SOLID YELLOW STRIPES
PROP. 24" WHITE STOP BAR
PROP. 6" SOLID YELLOW STRIPES
PROP. 4" SOLID WHITE STRIPES
PROP. 4" DOUBLE SOLID WHITE STRIPES
PROP. 6" SOLID WHITE STRIPES
PROP. 8" SOLID WHITE

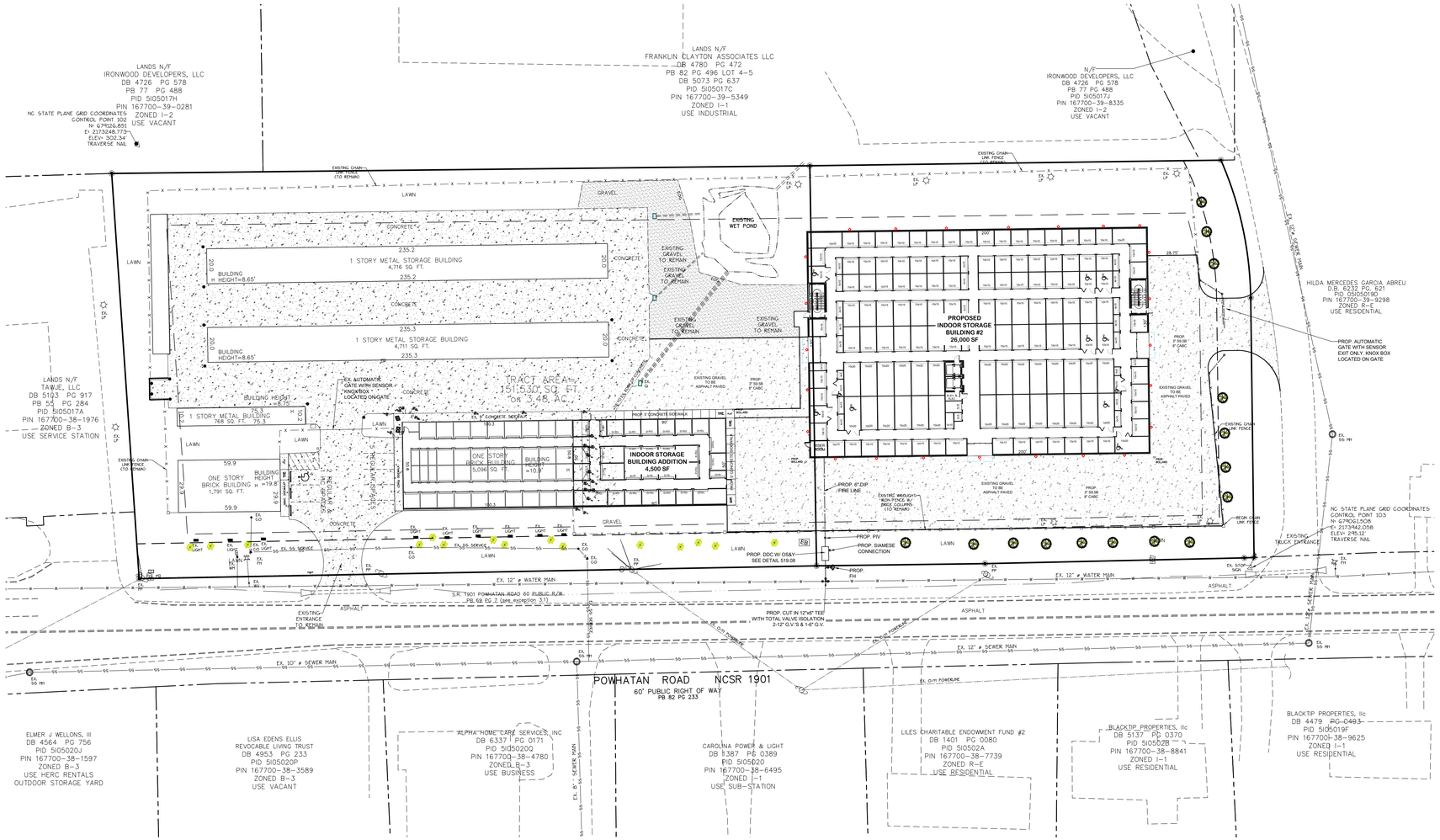
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– UTILITY WARNING –

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH CURRENT TOWN OF CLAYTON AND NCDOT STANDARDS AND SPECIFICATIONS.

GRAPHIC SCALE
0' 30' 60' 90'
(IN FEET)
1 INCH = 30 FT



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C-0329

NORTH CAROLINA PROFESSIONAL SEAL 21117 ENGINEER BRENT J. McCLAIN
11/16/2023

Revisions

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American Self Storage, LLC
3805 S Smithfield Road
Knightdale, NC 27545
919-673-7452

Project
Powhatan Self-Storage
3986 Powhatan Road

Utility Plan

Date
September 15, 2023

Scale
1" = 30'

Sheet
CS - 5

LEGEND

EX. SANITARY SEWER
EX. STORM DRAINAGE
EX. WATERLINE
EX. SANITARY SEWER MANHOLE
PROP. CATCH BASIN
PROP. YARD INLET
PROP. JUNCTION BOX
PROP. HEAD WALL
PROP. FLARED END SECTION
PROP. HYDRANT ASSEMBLY
PROP. GATE VALVE IN MANHOLE
PROP. BLOW-OFF ASSEMBLY
EX. MANHOLE
EX. CATCH BASIN
UNDERGROUND GAS
UNDERGROUND ELECTRIC
UNDERGROUND TELEPHONE

SITE GRADING/EROSION NOTES:

STREETS IN FRONT OF THE PROJECT WILL BE KEPT CLEAN AT ALL TIMES OR A WASH STATION WILL BE REQUIRED.

PVC PIPE SHALL MEET THE SPECIFICATIONS OF ASTM F949-93a AND SHALL HAVE A SMOOTH INTERIOR.

INSTALLATION OF HDPE PIPE SHALL ADHERE TO THE SPECIFICATIONS OF ASTMD2321 AND BE CERTIFIED BY AN ENGINEER ACCORDING TO TOWN STANDARDS.

THERE WILL BE NO TOPSOIL OR SUBSOIL STOCKPILES ASSOCIATED WITH THESE PLANS.

NO FEMA MAPPED FLOOD HAZARD AREAS LOCATED ON THIS SITE.

NO WETLANDS LOCATED ON THIS SITE.

NOTES:
1. ALL CONSTRUCTION TO BE IN ACCORDANCE WITH CURRENT TOWN OF CLAYTON AND NCDOT STANDARDS AND SPECIFICATIONS.
2. BOUNDARY IS FROM FIELD SURVEY BY FEI CIVIL ENGINEERS AND LAND SURVEYORS.
3. CONTOURS WERE OBTAINED FROM SURVEY PERFORMED BY FEI CIVIL ENGINEERS AND LAND SURVEYORS.
4. NO PORTIONS OF PROPOSED IMPROVEMENTS LOCATED WITHIN 100 YEAR FLOOD PLAIN, NOR ARE THERE ANY WETLANDS ON SITE.
5. NO SPECIMEN TREES 30" DBH OR GREATER LOCATED ON THE SITE.
6. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF ALL EXISTING UTILITIES.
7. ALL DISTANCES ARE TO BACK OF CURB, EDGE OF PAVEMENT, AND FACE OF BUILDING UNLESS OTHERWISE SPECIFIED.
8. BUILDING CONFIGURATION SHOWN IS FOR SITE PURPOSES ONLY. FOR DETAILED INFORMATION ON BUILDING CONFIGURATION SEE ARCHITECTURAL PLANS.

DENUDED AREA: 11,700 sf (0.269 AC.)
WATERSHED = NEUSE RIVER

Land Disturbance Permit Note:
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NOTE:
All slopes to be vegetated with grass shall be a maximum of 3:1.

GRAPHIC SCALE
0' 30' 60' 90'
(IN FEET)
1 INCH = 30 FT.

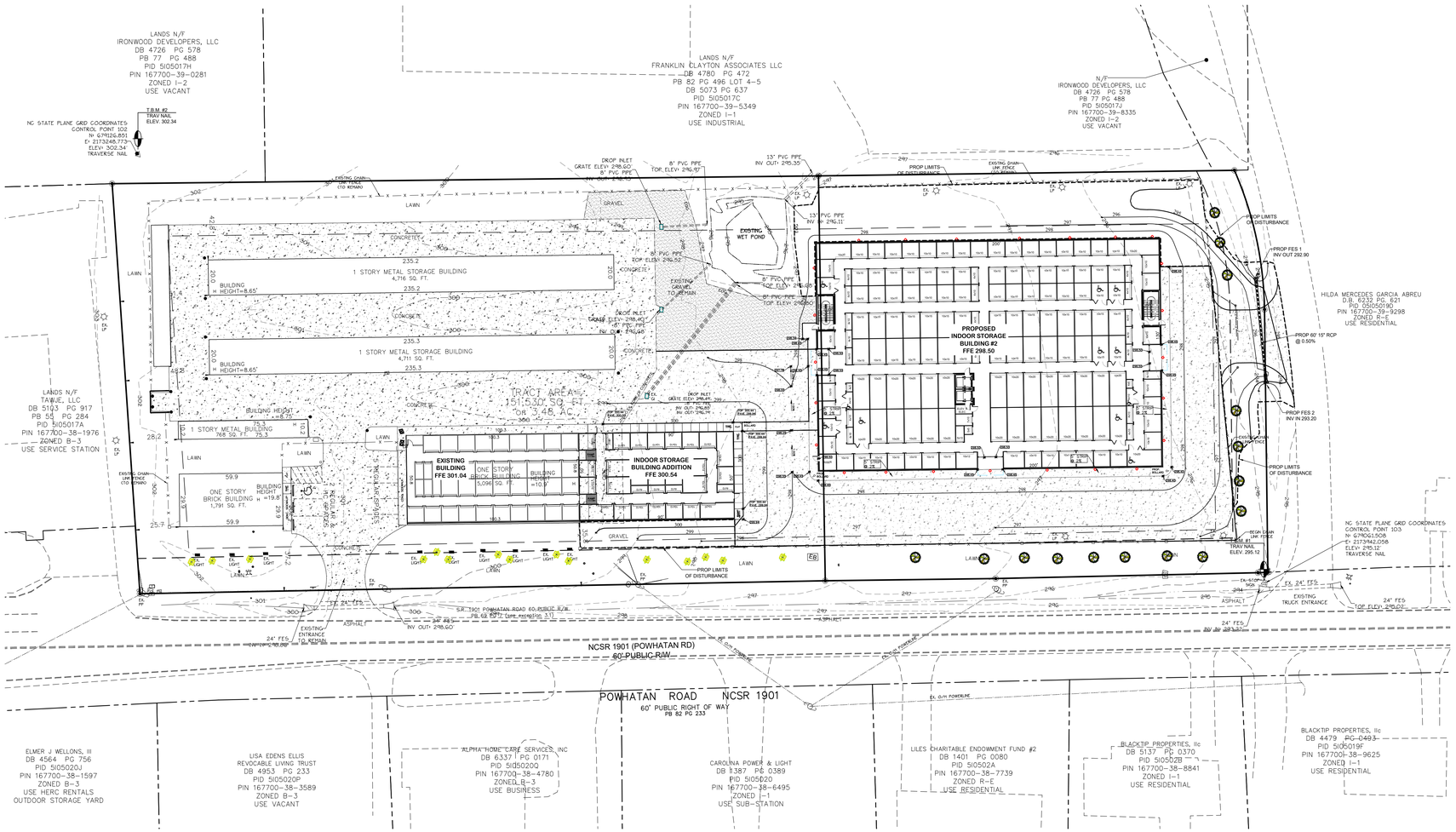
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T.B.M. #1
Traverse nail SE corner of property
N=679,061.508
E=2,173,942.058
Elev. 295.12

T.B.M. #2
Traverse nail NW corner of property
N=679,126.851
E=2,173,248.773
Elev. 302.34

— UTILITY WARNING —
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

Tree Protection Fence Note:
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SUITE 260
CARY, NC 27511
(919) 467-9708
C-0329

NORTH CAROLINA PROFESSIONAL SEAL 21117 ENGINEER Barry J. McClain
11/16/2023

Revisions

11/16/2023 Per Town of Clayton 1st Site Plan review comments.

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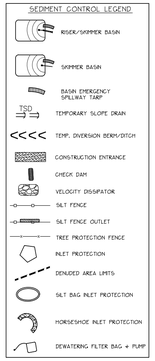
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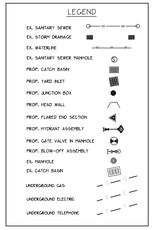
Grading / Drainage / Erosion Control Plan

Date
September 15, 2023

Scale
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Sheet
CS - 6





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Elev. 302.34

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Elev. 295.12

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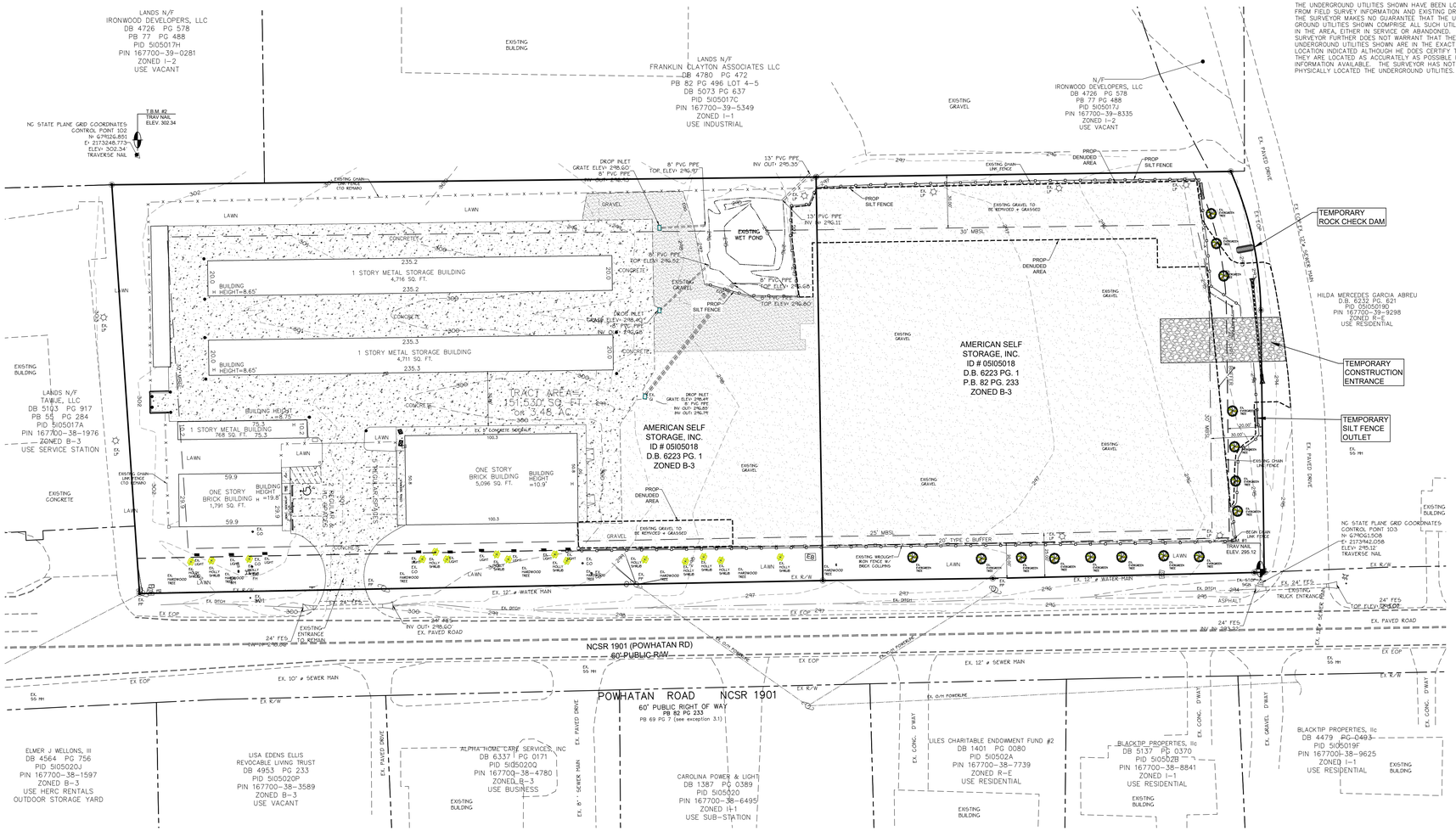
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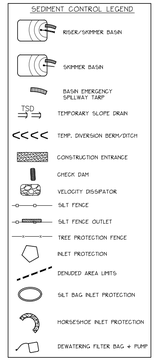
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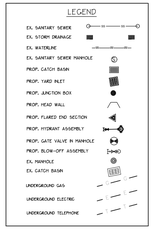
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LANDS N/F
IRONWOOD DEVELOPERS, LLC
DB 4726 PG 578
PB 77 PG 488
PID 5I05017H
PIN 167700-39-0281
ZONED I-2
USE VACANT
EXISTING BUILDING
LANDS N/F
FRANKLIN CLAYTON ASSOCIATES LLC
DB 4780 PG 472
PB 82 PG 496 LOT 4-5
DB 5073 PG 637
PID 5I05017C
PIN 167700-39-5349
ZONED I-1
USE INDUSTRIAL
EXISTING GRAVEL
N/F
IRONWOOD DEVELOPERS, LLC
DB 4726 PG 578
PB 77 PG 488
PID 5I05017J
PIN 167700-39-8335
ZONED I-2
USE VACANT
NC STATE PLANE GRID COORDINATES
CONTROL POINT 102
N= 679126.851
E= 2173248.773
ELEV= 302.34
TRAVERSE NAIL
T.B.M. #2
TRAVERSE NAIL
ELEV. 302.34
EXISTING CHAIN LINK FENCE TO REMAIN
LAWN
GRAVEL
DROP INLET
GRATE ELEV= 298.60
8" PVC PIPE
TOP ELEV= 296.10
INV OUT= 296.10
13" PVC PIPE
INV OUT= 295.35
INV IN= 296.11
EXISTING WET POND
8" PVC PIPE
EOP ELEV= 296.50
CONCRETE
1 STORY METAL STORAGE BUILDING
4,716 SQ. FT.
BUILDING HEIGHT=8.65'
1 STORY METAL STORAGE BUILDING
4,711 SQ. FT.
BUILDING HEIGHT=8.65'
TRACT AREA=
1515.50 SQ. FT.
OR 3.48 AC.
AMERICAN SELF STORAGE, INC.
ID # 05105018
D.B. 6223 PG. 1
ZONED B-3
1 STORY METAL BUILDING
768 SQ. FT.
BUILDING HEIGHT =15.75'
ONE STORY BRICK BUILDING
1,791 SQ. FT.
BUILDING HEIGHT =19.8'
ONE STORY BRICK BUILDING
5,096 SQ. FT.
BUILDING HEIGHT =10.9'
EX. 8" CONCRETE ASPHALT
EX. CONCRETE
EX. ASPHALT
EX. GRAVEL
PROP. DENUDED AREA
PROP SILT FENCE
EXISTING GRAVEL TO BE REMOVED + GRASSED
EX. PAVED DRIVE
EX. CONC. D'WAY
EX. GRAVEL D'WAY
EX. 12" ø WATER MAIN
EX. 10" ø SEWER MAIN
EX. 6" SEWER MAIN
EX. 12" ø SEWER MAIN
EX. GVH POWERLINE
EX. DITCH
EX. EOP
EX. R/W
EX. 24" FES
24" FES
TOP ELEV=294.00
INV OUT= 293.50
EXISTING ENTRANCE TO REMAIN
EX. PAVED ROAD
NCSR 1901 (POWHATAN RD)
60' PUBLIC R/W
POWHATAN ROAD NCSR 1901
60' PUBLIC RIGHT OF WAY
PB 82 PG 233
PB 69 PG 7 (see exception 3.1)
TEMPORARY ROCK CHECK DAM
TEMPORARY CONSTRUCTION ENTRANCE
TEMPORARY SILT FENCE OUTLET
EX. SS MH
EX. CLEANOUT
EX. CURB INLET
EX. YARD INLET
EX. CATCH BASIN
EX. UTILITY POLE
EX. GUY WIRE
EX. HYDRANT
EX. WATER VALVE
EX. SIGN
EX. LIGHT
EX. HARDWOOD TREE
EX. HOLLY SHRUB
EX. CRAPE MYRTLE TREE
EX. DOGWOOD TREE
EX. CRABAPPLE TREE
EX. WROUGHT IRON FENCE W/ BRICK COLUMNS
EX. CHAIN LINK FENCE
EX. WOOD FENCE
EX. BARBED WIRE FENCE
EX. CHAIN LINK GATE
EX. 6' CHAIN LINK FENCE
EX. 8' WOOD FENCE
EX. 6' WOOD FENCE
EX. 6' WOOD GATE
EX. 6' WOOD FENCE W/ BRICK COLUMNS
EX. 6' WOOD FENCE W/ STONE COLUMNS
EX. 6' WOOD FENCE W/ WROUGHT IRON
EX. 6' WOOD FENCE W/ WROUGHT IRON





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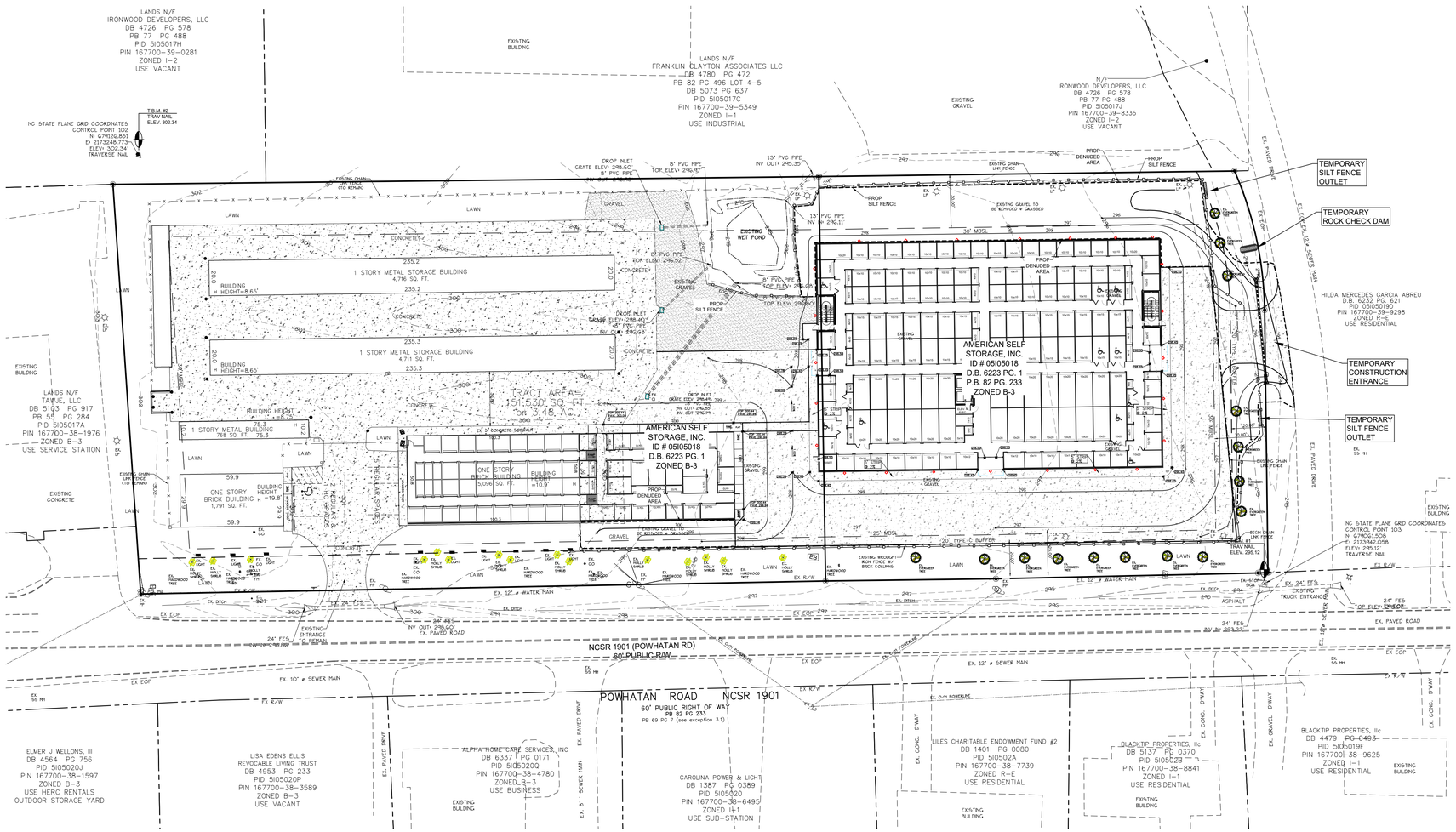
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NORTH CAROLINA PROFESSIONAL SEAL 21117 ENGINEER BRENT J. MCCLAIN
11/16/2023

Revisions
11/16/2023 Per Town of Clayton 1st Site Plan review comments.

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Project
Powhatan Self-Storage
3986 Powhatan Road

Phase 2
Erosion Control Plan

Date
September 15, 2023

Scale
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Sheet
CS - 7A

SEDIMENT CONTROL LEGEND

- RISER/SKIMMER BASIN
- SKIMMER BASIN
- BASIN EMERGENCY SPILLWAY TARP
- TSD — TEMPORARY SLOPE DRAIN
- TEMP. DIVERSION BERM/DITCH
- CONSTRUCTION ENTRANCE
- CHECK DAM
- VELOCITY DISSIPATOR
- SILT FENCE
- SILT FENCE OUTLET
- TREE PROTECTION FENCE
- INLET PROTECTION
- DENUDED AREA LIMITS
- SILT BAG INLET PROTECTION
- HORSESHOE INLET PROTECTION
- DEWATERING FILTER BAG + PUMP

LEGEND

- EX. SANITARY SEWER
- EX. STORM DRAINAGE
- EX. WATERLINE
- EX. SANITARY SEWER MANHOLE
- PROP. CATCH BASIN
- PROP. YARD INLET
- PROP. JUNCTION BOX
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- PROP. HYDRANT ASSEMBLY
- PROP. GATE VALVE IN MANHOLE
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- EX. MANHOLE
- EX. CATCH BASIN
- UNDERGROUND GAS
- UNDERGROUND ELECTRIC
- UNDERGROUND TELEPHONE

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NPDES GROUND STABILIZATION CHART

1) Ground Stabilization*

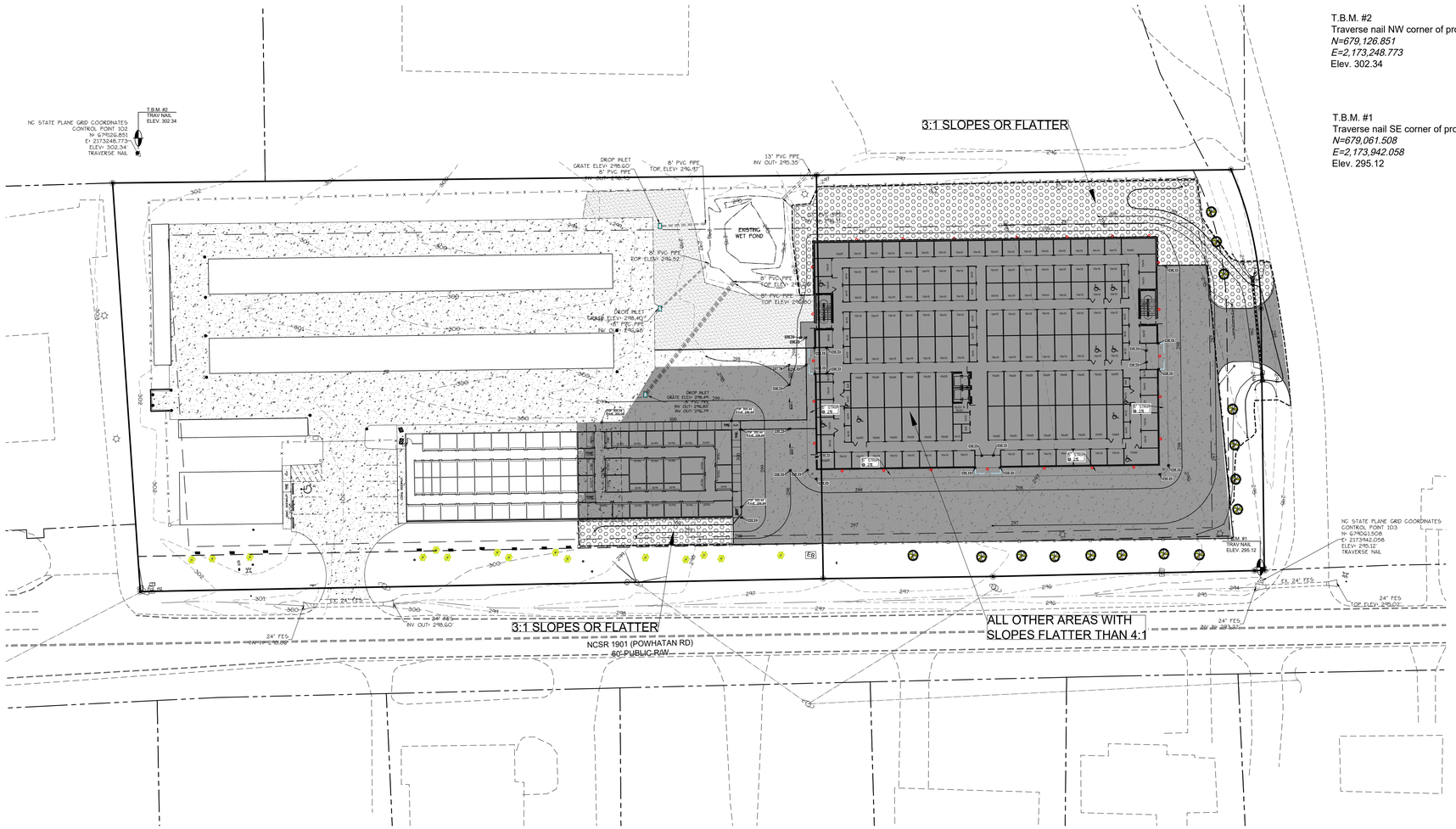
Site Area Description	Stabilization Time Frame	Stabilization Time Frame Exceptions
• Perimeter dikes, swales, ditches and slopes	7 days	None
• High Quality Water (HQW) Zones	7 days	None
• Slopes steeper than 3:1	7 days	If slopes are 10' or less in length and are not steeper than 2:1, 14 days are allowed.
• Slopes 3:1 or flatter	14 days	7-days for slopes greater than 50 feet in length
• All other areas with slopes flatter than 4:1	14 days	None (except for perimeters and HQW Zones)

* "Extensions of time may be approved by the permitting authority based on weather or other site-specific conditions that make compliance impracticable." (Section II.B(2)(b))

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E= 2173248.773
ELEV= 302.34
TRAVERSE NAIL
T.B.M. #2
TRAV NAIL
ELEV. 302.34
3:1 SLOPES OR FLATTER
DROP INLET
GRATE ELEV= 298.60
8" PVC PIPE
TOP. ELEV= 296.10
13" PVC PIPE
INV. OUT= 295.35
EXISTING
WET POND
8" PVC PIPE
TOP. ELEV= 296.52
8" PVC PIPE
TOP. ELEV= 296.60
18" PVC PIPE
TOP. ELEV= 296.60
DROP INLET
GRATE ELEV= 298.40
8" PVC PIPE
INV. OUT= 296.40
DROP INLET
GRATE ELEV= 297.95
INV. OUT= 290.80
INV. OUT= 290.19
TOP. 301.67
TOP. 301.67
TOP. 301.67

NCG-01 GROUND COVER & MATERIALS HANDLING

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 (HQW) Zones	7	None
(c) Slopes steeper than 3:1	7	If slopes are 10 feet 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

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

EQUIPMENT AND VEHICLE MAINTENANCE

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

LITTER, BUILDING MATERIAL AND LAND CLEARING WASTE

1. Never bury or burn waste. Place litter and debris in approved waste containers.
2. Provide a sufficient number and size of waste containers (e.g dumpster, trash receptacle) on site to contain construction and domestic wastes.
3. Locate waste containers at least 50 feet away from storm drain inlets and surface waters unless no other alternatives are reasonably available.
4. 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.
5. Cover waste containers at the end of each workday and before storm events or provide secondary containment. Repair or replace damaged waste containers.
6. Anchor all lightweight items in waste containers during times of high winds.
7. Empty waste containers as needed to prevent overflow. Clean up immediately if containers overflow.
8. Dispose waste off-site at an approved disposal facility.
9. On business days, clean up and dispose of waste in designated waste containers.

PAINT AND OTHER LIQUID WASTE

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

PORTABLE TOILETS

1. 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.
2. Provide staking or anchoring of portable toilets during periods of high winds or in high foot traffic areas.
3. 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.

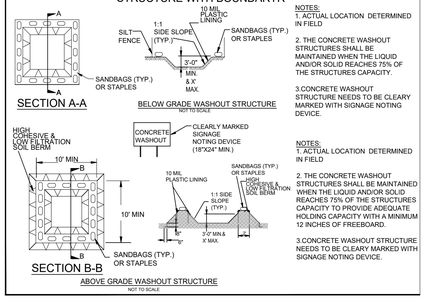
EARTHEN STOCKPILE MANAGEMENT

1. 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.
2. Protect stockpile with silt fence installed along toe of slope with a minimum offset of five feet from the toe of stockpile.
3. Provide stable stone access point when feasible.
4. 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.

HAZARDOUS AND TOXIC WASTE

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

ONSITE CONCRETE WASHOUT STRUCTURE WITH BOUNDARYR



NOTES:
1. ACTUAL LOCATION DETERMINED IN FIELD
2. THE CONCRETE WASHOUT STRUCTURES SHALL BE MAINTAINED WHEN THE LIQUID AND/OR SOLID REACHES 75% OF THE STRUCTURES CAPACITY.
3.CONCRETE WASHOUT STRUCTURE NEEDS TO BE CLEARY MARKED WITH SIGNAGE NOTING DEVICE.

NOTES:
1. ACTUAL LOCATION DETERMINED IN FIELD
2. THE CONCRETE WASHOUT STRUCTURES SHALL BE MAINTAINED WHEN THE LIQUID AND/OR SOLID REACHES 75% OF THE STRUCTURES CAPACITY TO PROVIDE ADEQUATE HOLDING CAPACITY WITH A MINIMUM 12 INCHES OF FREEBOARD.
3.CONCRETE WASHOUT STRUCTURE NEEDS TO BE CLEARY MARKED WITH SIGNAGE NOTING DEVICE.

CONCRETE WASHOUTS

1. Do not discharge concrete or cement slurry from the site.
2. Dispose of, or recycle settled, hardened concrete residue in accordance with local and state solid waste regulations and at an approved facility.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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

1. Store and apply herbicides, pesticides and rodenticides in accordance with label restrictions.
2. 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.
3. 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.
4. Do not stockpile these materials onsite.

NCG01- SELF INSPECTION

PART III
SELF-INSPECTION, RECORDKEEPING AND REPORTING
SECTION A: SELF-INSPECTION

Self-inspections are required during normal business hours in accordance with the table below. When adverse weather or site conditions would cause the safety of the inspection personnel to be in jeopardy, the inspection may be delayed until the next business day on which it is safe to perform the inspection. In addition, when a storm event of equal to or greater than 1.0 inch occurs outside of normal business hours, the self-inspection shall be performed upon the commencement of the next business day. Any time when inspections were delayed shall be noted in the Inspection Record.

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 on holiday periods, and no individual-day rainfall information is available, record the cumulative rain measurement for those unattended days (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 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 record of the following shall be made: 1) Actions taken to clean up or stabilize sediment that has left the site limits 2) Description, Evidence and date of corrective actions taken 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 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 2)Records of required reports to the appropriate Division Regional Office per Part III, Section C, Item(2)(a) 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 assurance that they will be provided as soon as possible.

NOTE: The rain inspection resets the required 7 calendar day inspection requirement.

PART III
SELF-INSPECTION, RECORDKEEPING AND REPORTING
SECTION B: RECORDKEEPING

1. E&SC Plan Documentation

The approved E&SC plan as well as any approved deviation shall be kept on the site. The approved E&SC plan must be kept up-to-date throughout the coverage under this permit. The following items pertaining to the E&SC plan shall be kept on site and available for inspection at all times during normal business hours.

Item to Document	Document 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 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.

2. Additional Documentation to be Kept on Site

In addition to the E&SC plan documents above, the following items shall be kept on the site and available for inspectors at all times during normal business hours, unless the Division provides a site-specific exemption based on unique site conditions that make this requirement not practical:

(a) This General Permit as well as the Certificate of Coverage, after it is received.

(b) Records of inspections made during the previous twelve months. The permittee shall record the required observations on the Inspection Record Form provided by the Division or a similar inspection form that includes all the required elements. Use of electronically-available records in lieu of the required paper copies will be allowed if [illegible] to the hard-copy records.

3. Documentation to be Retained for Three Years

All data used to complete the e-NOI and all inspection records shall be maintained for a period of three years after project completion and made available upon request. [40 CFR 122.41]

PART II, SECTION G, ITEM (4)
DRAW DOWN OF SEDIMENT BASINS FOR MAINTENANCE OR CLOSE OUT

Sediment basins and traps that receive runoff from drainage areas of one acre or more shall use outlet structures that withdraw water from the surface when these devices need to be drawn down for maintenance or close out unless this is infeasible. The circumstances in which it is not feasible to withdraw water from the surface shall be rare (for example, times with extended cold weather). Non-surface withdrawals from sediment basins shall be allowed only when all of the following criteria have been met:

(a) The E&SC plan authority has been provided with documentation of the non-surface withdrawal and the specific time periods or conditions in which it will occur. The non-surface withdrawal shall not commence until the E&SC plan authority has approved these items,

(b) The non-surface withdrawal has been reported as an anticipated bypass in accordance with Part III, Section C, Item (2)(c) and (d) of this permit,

(c) Dewatering discharges are treated with controls to minimize discharges of pollutants from stormwater that is removed from the sediment basin. Examples of appropriate controls include properly sited, designed and maintained dewatering tanks, weir tanks, and filtration systems,

(d) Vegetated, upland areas of the sites or a properly designed stone pad is used to the extent feasible at the outlet of the dewatering treatment devices described in Item (c) above,

(e) Velocity dissipation devices such as check dams, sediment traps, and riprap are provided at the discharge points of all dewatering devices, and

(f) Sediment removed from the dewatering treatment devices described in Item (c) above is disposed of in a manner that does not cause deposition of sediment into waters of the United States.

PART III
SELF-INSPECTION, RECORDKEEPING AND REPORTING
SECTION C: REPORTING

1. Occurrences that Must be Reported

Permittees shall report the following occurrences:

(a) Visible sediment deposition in a stream or wetland.

(b) Oil spills if:
- They are 25 gallons or more,
- They are less than 25 gallons but cannot be cleaned up within 24 hours,
- They cause sheen on surface waters (regardless of volume), or
- They are within 100 feet of surface waters (regardless of volume).

(c) Releases of hazardous substances in excess of reportable quantities under Section 311 of the Clean Water Act (Ref: 40 CFR 110.3 and 40 CFR 117.3) or Section 102 of CERCLA (Ref: 40 CFR 302.4) or G.S. 143-215.85.

(d) Anticipated bypasses and unanticipated bypasses.

(e) Noncompliance with the conditions of this permit that may endanger health or the environment.

2. Reporting Timeframes and Other Requirements

After a permittee becomes aware of an occurrence that must be reported, he shall contact the appropriate Division regional office within the timeframes and in accordance with the other requirements listed below. Occurrences outside normal business hours may also be reported to the Department's Environmental Emergency Center personnel at (800) 858-0368.

Occurrence	Reporting Timeframe (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 caused, 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.

Wm. G. Daniel & Assoc.
Engineering Planning Site Design
1150 SE MAYNARD ROAD
SUITE 260
CARY, NC 27511
(919) 467-9708
C-0329

NORTH CAROLINA PROFESSIONAL SEAL 21117 ENGINEER Brent J. McClain
09/15/2023

Revisions

OWNER/DEVELOPER:
American Self Storage, LLC
3805 S Smithfield Road
Knightdale, NC 27545
919-673-7452

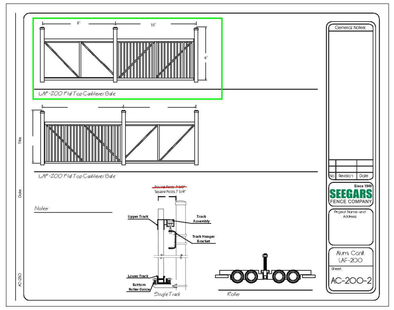
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3986 Powhatan Road

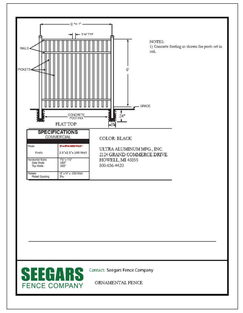
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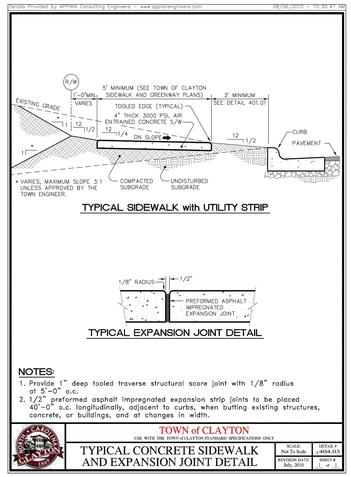
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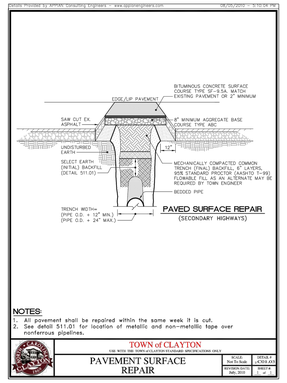
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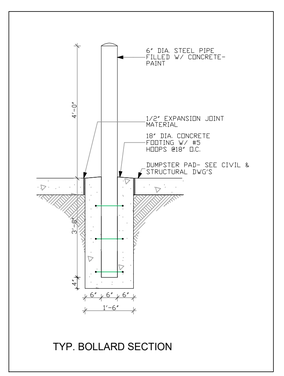
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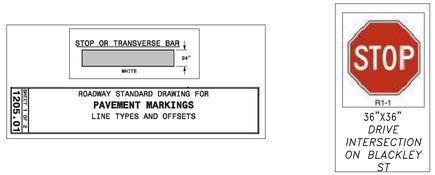


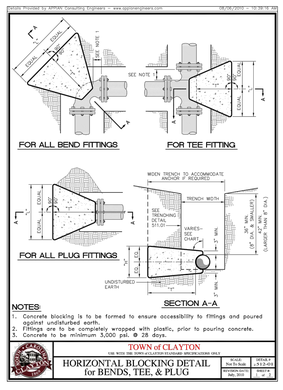


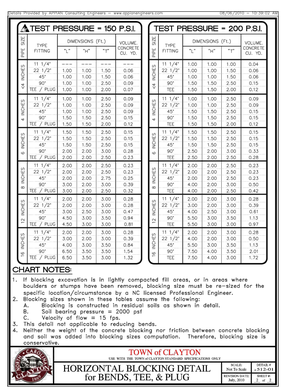


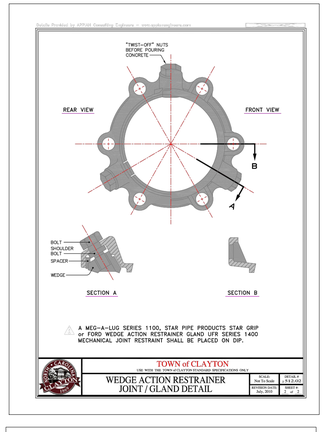


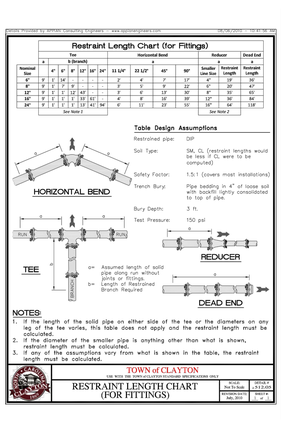


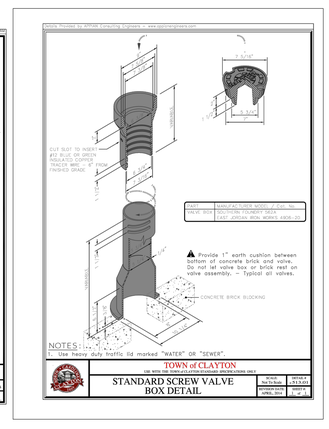


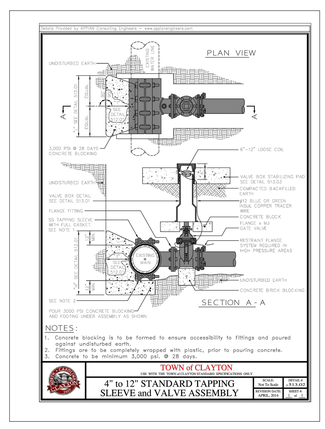


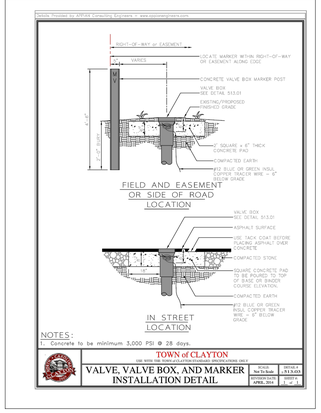


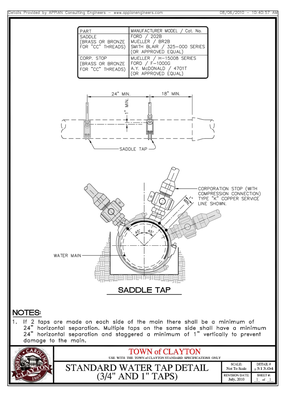


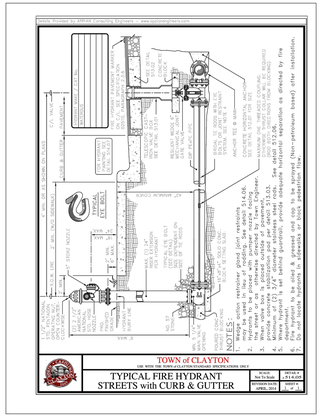


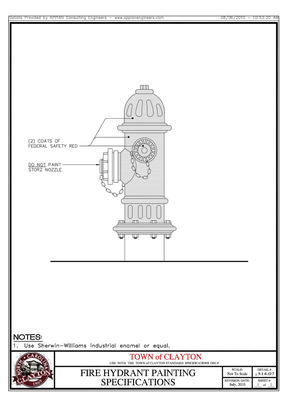


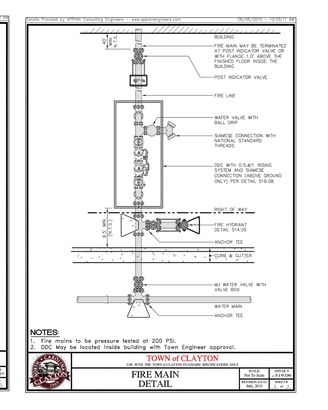












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C-0329

NORTH CAROLINA PROFESSIONAL SEAL 21117 ENGINEER Brent J. McClain 11/16/2023

Revisions

11/16/2023 Per Town of Clayton 1st Site Plan review comments.

OWNER/DEVELOPER:
American Self Storage, LLC
3805 S Smithfield Road
Knightdale, NC 27545
919-673-7452

Project
Powhatan Self-Storage
3986 Powhatan Road

Site/Utility Details

Date
September 15, 2023

Scale
As Shown

Sheet
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MAINTENANCE SPECIFICATIONS FOR EROSION CONTROL DEVICES

Silt Fence

Inspect sediment fences at least once a week and after each rainfall. Make any required repairs immediately.

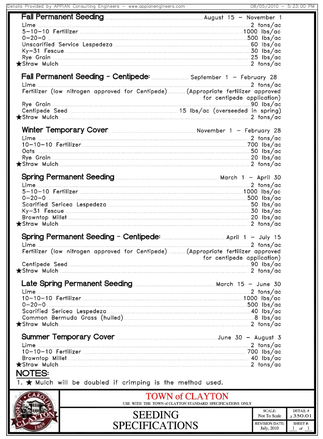
Should the fabric of a sediment fence collapse, tear, decompose or become ineffective, replace it promptly.

Remove sediment deposits as necessary to provide adequate storage volume for the next rain and to reduce pressure on the fence. Take care to avoid undermining the fence during cleanout.

Remove all fencing materials and unstable sediment deposits and bring the area to grade and stabilize it after the contributing drainage area has been properly stabilized.

Construction Entrance

Maintain the gravel pad in a condition to prevent mud or sediment from leaving the construction site. This may require periodic topdressing with 2-inch stone. After each rainfall, inspect any structure used to trap sediment and clean it out as necessary. Immediately remove all objectionable materials spilled, washed, or tracked onto public roadways.



Fall Permanent Seeding — August 15 – November 1

Lime	2 tons/ac
5-10-10 Fertilizer	1000 lbs/ac
0-20-0	500 lbs/ac
Unscarified Service Lespedeza	60 lbs/ac
Ky-31 Fescue	30 lbs/ac
Rye Grain	25 lbs/ac
★Straw Mulch	2 tons/ac

Fall Permanent Seeding - Centipede — September 1 – February 28

Lime	2 tons/ac
Fertilizer (low nitrogen approved for Centipede)	(Appropriate fertilizer approved for centipede application)
Rye Grain	90 lbs/ac
Centipede Seed	15 lbs/ac (overseeded in spring)
★Straw Mulch	2 tons/ac

Winter Temporary Cover — November 1 – February 28

Lime	2 tons/ac
10-10-10 Fertilizer	700 lbs/ac
Oats	50 lbs/ac
Rye Grain	20 lbs/ac
★Straw Mulch	2 tons/ac

Spring Permanent Seeding — March 1 – April 30

Lime	2 tons/ac
5-10-10 Fertilizer	1000 lbs/ac
0-20-0	500 lbs/ac
Scarified Serioea Lespedeza	50 lbs/ac
Ky-31 Fescue	30 lbs/ac
Browntop Millet	20 lbs/ac
★Straw Mulch	2 tons/ac

Spring Permanent Seeding - Centipede — April 1 – July 15

Lime	2 tons/ac
Fertilizer (low nitrogen approved for Centipede)	(Appropriate fertilizer approved for centipede application)
Centipede Seed	90 lbs/ac
★Straw Mulch	2 tons/ac

Late Spring Permanent Seeding — March 15 – June 30

Lime	2 tons/ac
10-10-10 Fertilizer	700 lbs/ac
0-20-0	500 lbs/ac
Scarified Serioea Lespedeza	40 lbs/ac
Common Bermuda Grass (hulled)	8 lbs/ac
★Straw Mulch	2 tons/ac

Summer Temporary Cover — June 30 – August 3

Lime	2 tons/ac
10-10-10 Fertilizer	700 lbs/ac
Browntop Millet	40 lbs/ac
★Straw Mulch	2 tons/ac

NOTES:
1. ★ Mulch will be doubled if crimping is the method used.

TOWN of CLAYTON
USE WITH THE TOWN'S STANDARD SPECIFICATIONS AND DETAILS ONLY

SEEDING SPECIFICATIONS

SCALE: Not To Scale	DETAIL #: 4.501.01
DATE: July, 2015	SHEET #: 1 of 1

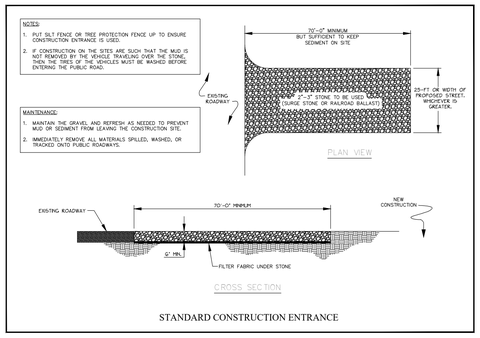
CONSTRUCTION SEQUENCE

1. **Schedule a pre-construction conference with Environmental Consultant at least 1 week prior to starting land disturbing activities.**
2. **Following the pre-construction conference and with the concurrence of the Environmental Consultant, proceed as follows: Limiting the area of land disturbance to only that required for installation, install construction entrance and silt fencing as shown on plan.**
3. **Call Environmental Consultant for an on-site inspection to obtain a Certificate of Compliance.**
4. **Upon receipt of Certificate of Compliance, begin clearing and grading.**
5. **Maintain and adjust all erosion control measures as necessary during construction to ensure proper operation and function--ensuring continuous operation and function until the contributory areas to such measures are fully stabilized. Elimination of temporary diversion measures shall occur only upon stabilization of the area contributory to such measures and receipt of concurrence for elimination of these measures from the Environmental Consultant.**
6. **Stabilize site as areas are brought to finish grade with vegetation, placement of stone base, concrete, etc.**
7. **When all non-paved areas of disturbed site have been stabilized by establishment of viable vegetative cover, call the Environmental Consultant for a final inspection to obtain a Certificate of Completion.**

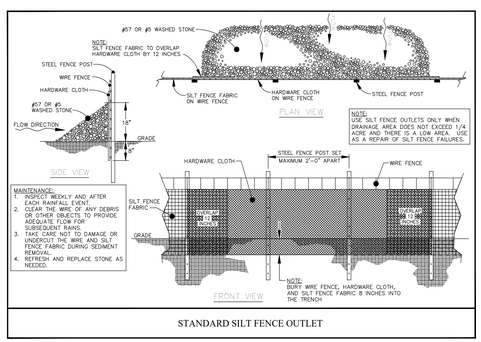
NOTE:

A. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING, AUGMENTING, AND MODIFYING (IF NECESSARY) THE MEASURES SHOWN ON THE EROSION CONTROL PLAN AND REFERENCED IN THIS SEQUENCE OF CONSTRUCTION ACTIVITIES SUCH THAT THE CONTROL OF SEDIMENT TRANSPORT FROM THIS SITE IS MAINTAINED WITHIN THE LIMITS ESTABLISHED BY THE NCDEQ AND/OR OTHER APPLICABLE JURISDICTIONAL AUTHORITY.

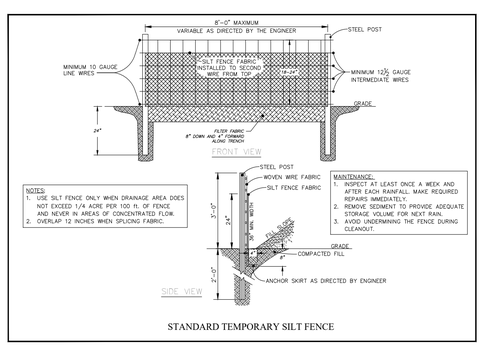
B. STREETS ABUTTING THIS PROJECT WILL BE KEPT CLEAN AT ALL TIMES OR A WASH STATION WILL BE REQUIRED. SUCH WASH STATION, IF REQUIRED BY THE TOWN, WILL BE PROVIDED BY THE CONTRACTOR.



STANDARD CONSTRUCTION ENTRANCE



STANDARD SILT FENCE OUTLET



STANDARD TEMPORARY SILT FENCE

NPDES GROUND STABILIZATION CHART

1) Ground Stabilization*

Site Area Description	Stabilization Time Frame	Stabilization Time Frame Exceptions
• Perimeter dikes, swales, ditches and slopes	7 days	None
• High Quality Water (HQW) Zones	7 days	None
• Slopes steeper than 3:1	7 days	If slopes are 10' or less in length and are not steeper than 2:1, 14 days are allowed.
• Slopes 3:1 or flatter	14 days	7-days for slopes greater than 50 feet in length
• All other areas with slopes flatter than 4:1	14 days	None (except for perimeters and HQW Zones)

* "Extensions of time may be approved by the permitting authority based on weather or other site-specific conditions that make compliance impracticable." (Section II.B(2)(b))

Wm. G. Daniel & Assoc.
Engineering Planning Site Design
1150 SE MAYNARD ROAD
SUITE 260
CARY, NC 27511
(919) 467-9708
C-0329

NORTH CAROLINA PROFESSIONAL SEAL 21117 ENGINEER Brent J. McClain 11/16/2023

Revisions

11/16/2023 Per Town of Clayton 1st Site Plan review comments.

OWNER/DEVELOPER:
American Self Storage, LLC
3805 S Smithfield Road
Knightdale, NC 27545
919-673-7452

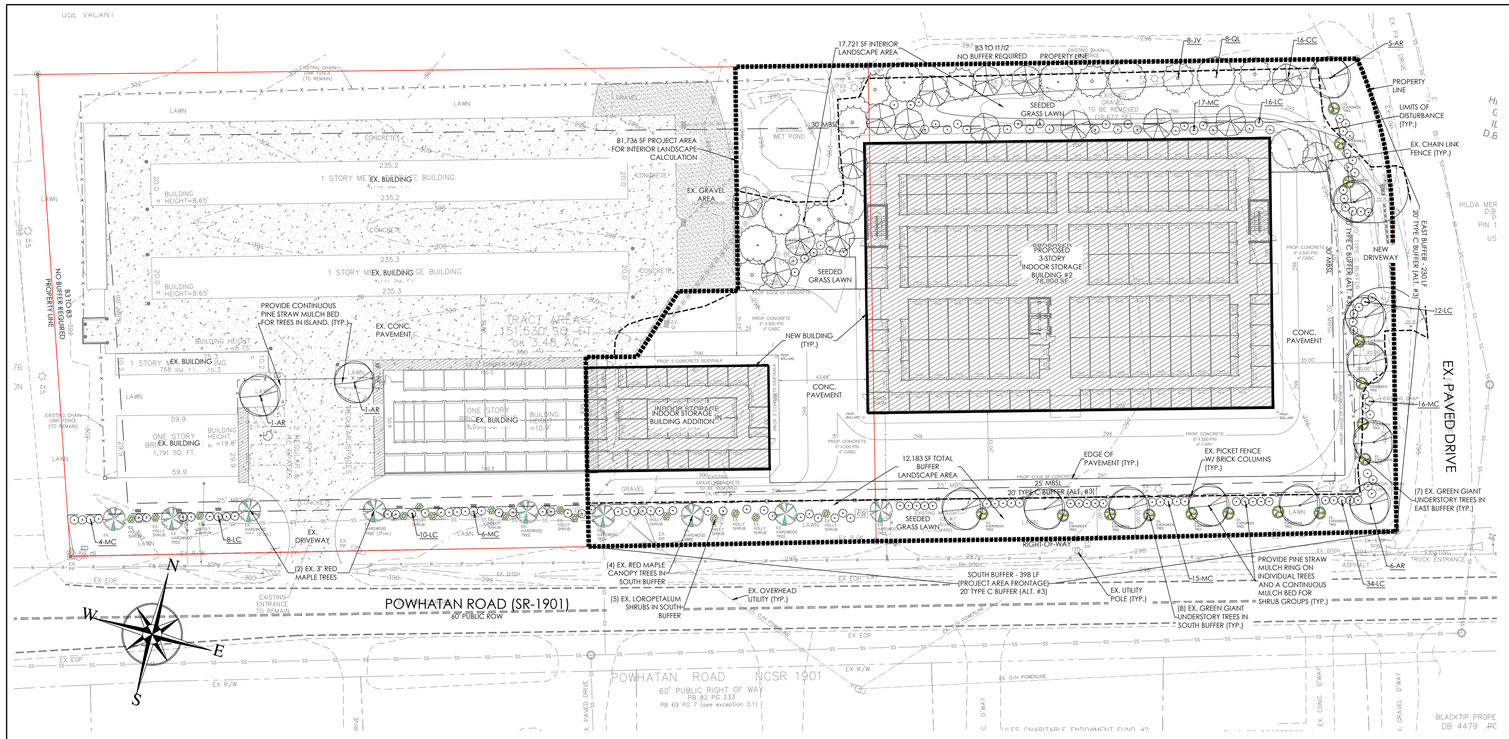
Project
Powhatan Self-Storage
3986 Powhatan Road

Erosion Control Details

Date
September 15, 2023

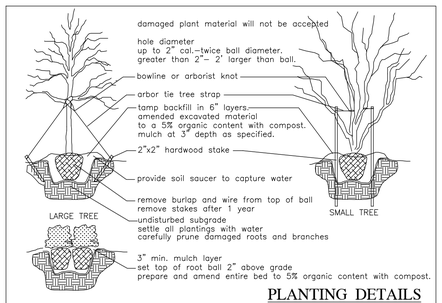
Scale
As Shown

Sheet
CS - 10



1 L-1 LANDSCAPE PLAN
SCALE: 1"=30'

30' 15' 0 30' 60'
SCALE: 1" = 30'



PLANTING DETAILS

GENERAL PLANTING NOTES

1. INSTALLATION OF TOTAL QUANTITIES AS SHOWN ON THE PLANTING PLAN SHALL BE THE RESPONSIBILITY OF THE PLANTING CONTRACTOR.
2. ALL TREES, SHRUBS, AND BEDDING PLANTS SHALL CONFORM TO THE ACCEPTED STANDARDS ESTABLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN.
3. ALL PLANTINGS AND SAUCERS SHALL BE SOAKED WITH WATER AND MULCHED IMMEDIATELY FOLLOWING INSTALLATION.
4. SET TOP OF TREE ROOT BALL 3" ABOVE GRADE, SHRUBS 2" ABOVE GRADE.
5. THE SIZE OF ALL ROOT BALLS SHALL CONFORM TO AAN STANDARDS.
6. FERTILIZE ALL PLANTS WITH AGRIFORM FERTILIZER TABLETS OR EQUAL APPLIED AT MANUFACTURERS RECOMMENDED RATE PER SOIL TEST REPORT.
7. GUYING AND STAKING, IF NECESSARY, SHALL BE REMOVED AFTER ONE GROWING SEASON.
8. ALL ROOT BALLS REMOVED FROM CONTAINERS SHALL BE SCARIFIED PRIOR TO BACKFILLING.
9. ALL TREES HAVE BEEN LOCATED WITH RESPECT TO PROPOSED OR EXISTING FACILITIES AND STRUCTURES, VERIFY ANY FIELD ADJUST WITH OWNER OR AGENT.
10. REPORT ANY DESCREPANCIES TO THE PROJECT OWNER OR AGENT.
11. SUBSTITUTIONS OR ALTERATIONS SHALL NOT BE MADE WITHOUT PRIOR WRITTEN NOTIFICATION BY THE OWNER OR GOVERNORING AUTHORITY.
12. IF ADVERSE PLANTING CONDITION EXIST, REPORT ISSUES TO PROJECT OWNER OR AGENT.
13. ALL NEWLY INSTALLED TREES, SHRUBS AND BEDDING PLANTS SHALL BE GUARANTEED FOR ONE YEAR.

2 L-1 TREE AND SHRUB PLANTING DETAIL
NTS

LANDSCAPE CALCULATIONS

UDC SEC. 155.306.W(2) COMMERCIAL USE STANDARDS
A CLASS C BUFFER (SEE § 155.402) SHALL BE ESTABLISHED ALONG ANY SIDE OF THE PROPERTY WHERE THE SELF-STORAGE FACILITY ABUTS OR IS ACROSS THE STREET FROM A RESIDENTIAL USE OR A PUBLIC RIGHT-OF-WAY. THIS PROJECT WILL USE CLASS C, ALT 3 (20' WIDE, 2 CANOPY TREES, 1 UNDERSTORY TREE AND 12 SHRUBS PER 100 LINEAR FOOT)

UDC SEC. 155.306.W(3) COMMERCIAL USE STANDARDS
WHERE THE END WALL OF THE SELF-STORAGE FACILITY IS VISIBLE FROM A PUBLIC RIGHT-OF-WAY, THE WALL SHALL BE BUFFERED BY A HEDGE THAT HAS A MATURE HEIGHT OF AT LEAST FOUR FEET.

UDC SEC. 155.402 PART 1. - SITE INTERIOR LANDSCAPE REQUIREMENTS

(1) INTERIOR LANDSCAPING
20% OF THE TOTAL LOT AREA SHALL BE LANDSCAPED.
81,736 SF PROJECT AREA X 0.2 = 16,347 SF INTERIOR LANDSCAPE AREA REQUIRED
17,721 SF INTERIOR LANDSCAPE AREA PROVIDED BASED ON CURRENT PROJECT AREA

ONE CANOPY TREE, ONE UNDERSTORY TREE, AND TWO SHRUBS SHALL BE PLANTED FOR EACH 1,000 SQUARE FEET OF LANDSCAPE AREA REQUIRED.
CANOPY TREE - 16,347 SF /1,000 SF = 16.3 X 1 = 16.3 (16) CANOPY TREES REQUIRED/16 PROVIDED
UNDERSTORY TREE - 16,347 SF /1,000 SF = 16.3 X 1 = 16.3 (16) UNDERSTORY TREES REQUIRED/16 PROVIDED
SHRUBS - 16,347 SF /1,000 SF = 16.3 X 2 = 32.6 (33) SHRUBS REQUIRED/33 PROVIDED

(2) VEHICULAR USE AREAS
(A) PERIMETER SCREENING
1. THE PERIMETER OF ALL PARKING AREAS AND OTHER VEHICULAR USE AREAS ADJACENT TO RESIDENTIALLY-ZONED PROPERTY SHALL PROVIDE A CLASS C BUFFER AS SET FORTH IN THIS SECTION.
2. THE PERIMETER OF ALL PARKING AREAS AND OTHER VEHICULAR USE AREAS WITH FRONTAGE ON OR VISIBILITY FROM ANY PORTION OF A PUBLIC RIGHT-OF-WAY SHALL BE SCREENED TO A HEIGHT OF THREE FEET BY EITHER A BERM, CONTINUOUS LANDSCAPED HEDGE, DECORATIVE FENCE, DECORATIVE MASONRY WALL, OR ANY COMBINATION THEREOF.
3. ANY VEGETATIVE SCREEN SHALL BE MAINTAINED AT A MINIMUM HEIGHT OF 36 INCHES WITHIN TWO YEARS OF PLANTING.

UDC SEC. 155.402 PART 2. - PERIMETER BUFFERS

NORTH BUFFER - B3 TO I1/I2 = NO BUFFER REQUIRED

EAST BUFFER - B3 TO RE = TYPE "C" BUFFER REQUIRED (ADJ. TO RESIDENTIAL)
230 LF - 20' TYPE C BUFFER (ALT. #3)
DEC. CANOPY (2/100 LF) 230 X .02 = 4.6 (5) REQUIRED/ 5 PROVIDED (5 NEW)
UNDERSTORY (1/100 LF) 230 X .01 = 2.3 (2) REQUIRED/PROVIDED (7 EXIST.)
SHRUBS (12/100 LF) 230 X .12 = 27.6 (28) REQUIRED/28 PROVIDED (28 NEW)

SOUTH BUFFER - BE TO B3/I1/RE = TYPE "C" BUFFER REQUIRED (ADJ. TO RESIDENTIAL)
398 LF (PROJECT AREA FRONTAGE) - 20' TYPE C BUFFER (ALT. #3)
DEC. CANOPY (2/100 LF) 398 X .02 = 7.9 (8) REQUIRED/10 PROVIDED (6 NEW, 4 EXIST.)
UNDERSTORY (1/100 LF) 398 X .01 = 3.9 (4) REQUIRED/8 PROVIDED (8 EXIST.)
SHRUBS (12/100 LF) 398 X .12 = 47.7 (48) REQUIRED/53 PROVIDED (48 NEW, 5 EXIST.)

WEST BUFFER - B3 TO B3 = NO BUFFER REQUIRED

UDC SEC. 155.402 PART 3. - STREET YARD TREES
(F) STREET YARD TREES
1. STREET YARD TREES SHALL BE REQUIRED ALONG ALL RIGHTS OF WAY AT THE RATE OF ONE CANOPY TREE PER LOT OR ONE CANOPY TREE FOR EVERY 40 LINEAR FEET (SPACED A MAXIMUM OF 50 FEET APART).

POWHATAN ROAD - 398 LF (PROJECT AREA FRONTAGE)
398 LF / 40 = 9.9 (10) CANOPY TREES REQUIRED/10 PROVIDED (6 NEW, 4 EXIST.)

2. ALL STREET YARD TREES SHALL BE A MINIMUM OF TWO AND ONE-HALF CALIPER INCHES AT TIME OF PLANTING AND SHALL BE PLANTED NO LESS THAN FIVE FEET OR MORE THAN 15 FEET FROM THE BACK OF THE SIDEWALK.

PLANT SCHEDULE

PLANT LIST - American Self Storage

KEY	QTY.	BOTANICAL NAME	COMMON NAME	CALIPER	HEIGHT	ROOT	COMMENTS
Deciduous Canopy Trees							
AR	13	Acer rubrum 'Brandywine'	Brandywine Red Maple	2.5" CAL	10-12'	B&B	Full, Straight Single Leader
QL	8	Quercus lyrata	Overcup Oak	2.5" CAL	10-12'	B&B	Full, Straight Single Leader
Evergreen Canopy Trees							
JV	8	Juniperus virginiana	Eastern Red Cedar	2.5" CAL	10-12'	B&B	Full, Straight Single Leader
Deciduous Understory Trees							
CC	16	Cercis canadensis	Eastern Redbud	1.5" CAL	8' MIN.	B&B	Full, Straight Single Leader
Deciduous & Evergreen Shrubs							
LC	80	Loropetalum chinense var rubrum 'Blush'	Blush Loropetalum	-	18" MIN.	CONT.	Full, Match
MC	58	Myrica cerifera	Wax Mrytle	-	18" MIN.	CONT.	Full, Match

Note: All plant material must meet or exceed the minimum Caliper, Height, and Root, specifiyed at the time of installation.

LANDSCAPE PLAN NOTES

1. ALL PLANT MATERIAL ON THIS SITE MUST MEET MINIMUM TOWN OF CALYTON UDC REQUIREMENTS FOR SIZE, HEIGHT, AND SPACING. PLANT MATERIAL SHALL BE INSTALLED ACCORDING TO SOUND NURSERY PRACTICES AND IN CONFORMANCE WITH THE GENERAL PLANTING NOTES AND DETAILS WITHIN THIS PLAN SET.
2. PLANTING STOCK SHALL MEET ALL STANDARDS WITHIN THE LATEST EDITION OF "AMERICAN STANDARDS FOR NURSERY STOCK." ALL PLANTS SHALL BE VIGOROUS, HEALTHY MATERIAL FREE FROM PESTS AND DISEASE.
3. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW THE PROJECT SITE AND FAMILIARIZE WITH ACTUAL FIELD CONDITIONS PRIOR TO BIDDING AND COMMENCING WORK. THE CONTRACTOR SHALL ACCEPT ACTUAL CONDITIONS AT THE SITE AND PERFORM THE WORK SPECIFIED INCLUDING THE FINE GRADING AND INCORPORATION OF TOPSOIL INTO PLANTING AREAS, WITHOUT ADDITIONAL COMPENSATION FOR POSSIBLE VARIATIONS FROM GRADES AND CONDITIONS SHOWN WEATHER SURFACE OR SUBSURFACE. IF FIELD CONDITIONS ARE FOUND TO BE SIGNIFICANTLY DIFFERENT THE CONTRACTOR SHALL NOTIFY THE PROJECT LANDSCAPE ARCHITECT OR ENGINEER IMMEDIATELY AND PRIOR TO ORDERING MATERIALS.
4. CONTRACTOR IS RESPONSIBLE FOR ALL REQUIRED PERMITS TO PERFORM THE WORK.
5. CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES ABOVE AND BELOW GROUND AND SHALL BE RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR ACTIVITIES. CONTRACTOR SHALL NOTIFY NORTH CAROLINA ONE CALL (1-800-632-4949) AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION OR EXCAVATION TO HAVE EXISTING UTILITIES LOCATED. CONTRACTOR TO CONTACT ANY LOCAL UTILITIES THAT PROVIDE THEIR OWN LOCATOR SERVICES INDEPENDENT OF NORTH CAROLINA ONE CALL. THE CONTRACTOR MAY ALSO NEED TO ENGAGE A PRIVATE UTILITY LOCATING FIRM AT THEIR OWN COST TO EFFICIENTLY HAVE ALL UTILITIES LOCATED.
6. ANY DAMAGE TO EXISTING IMPROVEMENTS OUTSIDE OF THE PROJECT LIMITS, INCLUDING CURB AND GUTTER, SIDEWALKS, PAVED OR TURF AREAS SHALL BE REPAIRED TO ORIGINAL CONDITIONS BY THE CONTRACTOR WITHOUT ADDITIONAL COST TO THE DEVELOPER.
7. PLANT QUANTITIES TO BE VERIFIED BY LANDSCAPE CONTRACTOR, IN THE EVENT OF A DISCREPANCY BETWEEN THE QUANTITY OF PLANTS SHOWN ON THE PLANS AS COMPARED TO THE PLANT LIST THE CONTRACTOR SHALL PROVIDE THE QUANTITY SHOWN ON THE PLANS.
8. CONTRACTOR SHALL OBTAIN WRITTEN AUTHORIZATION FROM THE LANDSCAPE ARCHITECT FOR ANY PLANT SUBSTITUTIONS OR MODIFICATIONS TO THE LANDSCAPE PLANS. THIS MAY REQUIRE A MODIFICATION TO THE APPROVED PLANS. NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES ON THE PLANS.
9. ALL ABOVE GROUND MECHANICAL EQUIPMENT, ELECTRICAL TRANSFORMERS, DUMPSTERS, BACKFLOW PREVENTERS, AND VALVE BOXES SHALL BE SCREENED FROM VIEW OF ADJACENT PROPERTIES AND RIGHT-OF-WAY WHILE MAINTAINING REQUIRED ACCESS TO LOCAL CODE STANDARDS AND REQUIREMENTS.
10. WITHIN THE SIGHT TRIANGLES SHOWN ON THIS PLAN, NO OBSTRUCTIONS BETWEEN TWO FEET AND EIGHT FEET IN HEIGHT ABOVE THE NEAREST VEHICLE SURFACE OR ADJACENT CURB LINE SHALL BE ALLOWED.
11. ALL UNPAVED AREAS SHALL BE TOPSOILED AND SEEDED / SODDED OR MULCHED TO THE LIMITS OF CONSTRUCTION BASED ON ACTUAL FIELD CONDITIONS BEYOND THE APPROVED PLANS.
12. ALL SOD TO BE REBEL FESCUE IV, TURF GEM, LESCO OR EQUAL. ALL SEED TO BE REBEL FESCUE IV, TURF GEM, LESCO OR EQUAL @ 6 LBS. PER 1000 S.F. IN LAWN AREAS 3" TOPSOIL SHALL BE TILLED INTO THE TOP 6" OF GROUND PRIOR TO SEEDING.
13. SLOPES GREATER THAN 3:1 SHALL REQUIRE HYDRO-SEEDING. SLOPES GREATER THAN 2:1 SHALL BE SODDED WITH CENTIPEDE GRASS. ADDITIONAL STABILIZATION MEASURES MAY BE REQUIRED FOR SLOPES GREATER THAN 3:1 TO ENSURE SOIL STABILIZATION AND ESTABLISHMENT OF PERMANENT GROUND COVER.
14. INTERIOR MULCH SHALL BE DOUBLE GROUND PINE BARK TO A DEPTH OF 4". PERIMETER LANDSCAPE BUFFERS SHALL BE MULCHED WITH 4" PINE STRAW TO BED LINES SHOWN OR BUFFER LIMITS. BED LINES SHALL CONFORM TO CONFIGURATION SHOWN ON THE PLANS.
15. PINE STRAW SHALL NOT BE USED AS MULCH OR GROUNDCOVER WITHIN TEN FEET OF ANY STRUCTURES CONSISTING OF EXTERIOR COMBUSTIBLE CONSTRUCTION.
16. CONTRACTOR SHALL LEVEL AND SMOOTH ALL DISTURBED AREAS AND REMOVE ALL ROCKS AND CONSTRUCTION DEBRIS PRIOR TO SEEDING, SOD OR PLANT INSTALLATION.
17. NOTE THAT WITHIN LANDSCAPED AREAS SURROUNDING BUILDING, THE GRADES SHOWN ON THE GRADING SHEET ARE 'TOP OF MULCH' OR 'TOP OF TOPSOIL.' CONTRACTOR SHALL ENSURE POSITIVE FINISHED DRAINAGE (MIN. 2%) AWAY FROM ALL BUILDINGS AND COORDINATE WITH THE LANDSCAPE PLAN TO LEAVE SUBGRADE LOW ENOUGH TO MAINTAIN THESE SPOTS AS FINISHED GRADE.
18. OWNER SHALL MAINTAIN ALL PLANT BEDS AND PLANT MATERIAL IN GOOD HEALTH, AND ANY DEAD, UNHEALTHY OR MISSING PLANTS SHALL BE REPLACED WITH THE SAME PLANT MATERIAL ORIGINALLY SPECIFIED ON THIS PLAN.
19. TREE PLANTING AND SITE LIGHTING SHALL BE SEPARATED BY AT LEAST 10 FEET.

LANDSCAPE SCOPE OF WORK

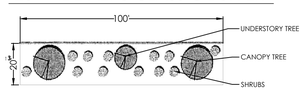
1. FURNISH ALL LABOR, MATERIALS, AND EQUIPMENT REQUIRED OR INDICATED BY THE DRAWINGS AND SPECIFICATIONS TO COMPLETE THE WORK INCLUDING INSTALLATION OF ALL TREES, SHRUBS, GROUNDCOVER, ANNUALS, SEED, SOD AND MULCH.
2. MATERIALS AND WORK:
THE SELECTION OF ALL MATERIALS AND THE EXECUTION OF ALL WORK REQUIRED UNDER THE CONTRACT SHALL BE SUBJECT TO APPROVAL BY THE OWNER. THE OWNER SHALL HAVE THE RIGHT TO REJECT ANY AND ALL MATERIALS AND ANY AND ALL WORK, WHICH IN HIS OPINION, DOES NOT MEET THE REQUIREMENTS OF THE CONTRACT.
3. PLANT MATERIALS:
ALL PLANT MATERIALS SHALL BE NURSERY GROWN, FRESHLY DUG IN THE FIELD, NATURALLY SHAPED, WELL BRANCHED, FULLY FOLIATED WHEN IN LEAF WITH FULLY DEVELOPED ROOT SYSTEMS, TREES MUST BE SELF-SUPPORTING, WITH STRAIGHT TRUNKS AND LEADERS INTACT. ALL PLANTS MUST BE FREE OF DISEASE, INSECT INFESTATION OR THEIR EGGS AND SHALL HAVE BEEN GROWN IN CLIMATIC CONDITIONS SIMILAR TO THOSE OF THE PROJECT SITE
4. PLANT SIZE:
SPECIFIED SIZES INDICATES THE MINIMUM ALLOWABLE SIZE AT PLANTING. WHERE CONTAINER AND HEIGHT/SPREADS ARE INDICATED FOR A SINGLE SPECIES, BOTH SIZE REQUIREMENTS SHALL BE MET. WHEN ONLY PLANT HEIGHT OR SPREAD ARE INDICATED, CONTAINER SIZE SHALL BE BASED ON "AMERICAN STANDARDS FOR NURSERY STOCK" STANDARDS.
5. ORGANIC MATTER:
AGED MANURE, COMPOST OR PINE BARK FINES, AT THE OPTION OF THE CONTRACTOR, MATERIAL SHALL BE AIR DRIED, FINELY SHREDDED AND SUITABLE FOR HORTICULTURAL PURPOSES AND SHALL CONTAIN NO MORE THAN 35% MOISTURE CONTENT BY WEIGHT.
6. PINE BARK MULCH:
ALL PINE BARK MULCH SHALL BE CLEAN, DOUBLE GROUND, FINE TEXTURED NUGGET MULCH WITH MINIMAL AMOUNTS OF SAPWOOD CONTENT.
7. TURF AREAS:
PRIOR TO ANY SEEDING OR SOD APPLICATION, VERIFY THAT ALL TRENCHING AND LAND DISTURBING ACTIVITIES HAVE BEEN COMPLETED. ENSURE ALL AREAS ARE FREE OF STONES, LARGE SOIL CLODS AND ANY OTHER CONSTRUCTION DEBRIS.

CLASS C BUFFER
Alternative 3 - 20 feet

- 2 canopy trees,
- 1 understory trees
- 12 shrubs

Class C buffer shall include a wall, opaque fence, evergreen hedge, berm or combination thereof with a minimum height of six feet at installation

20' WIDE ALT 3 CLASS C BUFFER



20' TYPE C PERIMETER BUFFER - 100 LINEAR FOOT SAMPLE TYPICAL FOR ENTIRE LENGTH OF TYPE C BUFFER.

TMTLA ASSOCIATES
LANDSCAPE ARCHITECTURE & LAND PLANNING
5011 SOUTHPARK DRIVE, STE.200-DURHAM, NC 27713
p: (919) 484-8880 e: info@tmtla.com

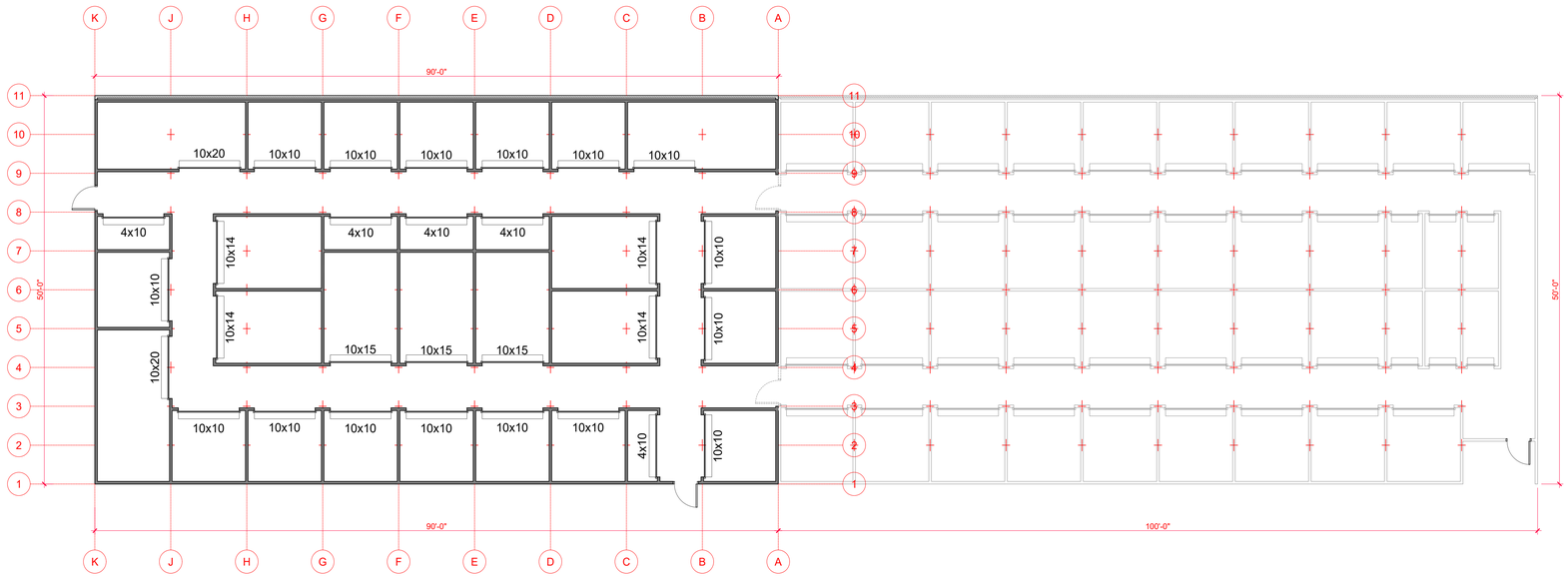
NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT No. C-551 PRELIMINARY DESIGN ALL
DBA TMTLA ASSOCIATES

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT 1826 ANDREW J. POTTER
8/28/2023
PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS:
2023-10-30 rev Clayton comments

LANDSCAPE PLAN
American Self Storage
3986 Powhatan Road
CLAYTON, NC 27520

SCALE: AS NOTED
DRAWN BY: AJP
PROJECT # 23142
DATE: 8-28-2023
SHEET L-1
OF



Owner acknowledges and agrees that Robert High Development, LLC (RHD) [and its architect BW Architecture] have retained all ownership and other rights, title and interests in and to all conceptual, working and final drawings, plans and specifications (collectively, Plans and Specifications) relating to the Project (including without limitation architectural and engineering drawings, plans and specifications), and any and all of its proprietary rights embodied therein or related thereto. Except in connection with the construction, ownership, operation and management of the Project by Owner, this Agreement shall not grant Owner any vested right, title or interest in or to any of the Plans and Specifications or any patents (issued or pending), trademarks, service marks, trade names, copyrights, licenses, licensed or other proprietary rights of RHD or any such rights granted by third parties or other professionals to RHD.

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101.1 OVERALL FLOOR PLAN
SCALE: 1/8" = 1'

BW ARCHITECTURE
FORGING THE BUILT ENVIRONMENT
BW ARCHITECTURE, PLLC
www.bwarchitecture.info
100 A OAKMONT DR.
GREENVILLE, NC 27858
252.355.1300

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NOT FOR CONSTRUCTION

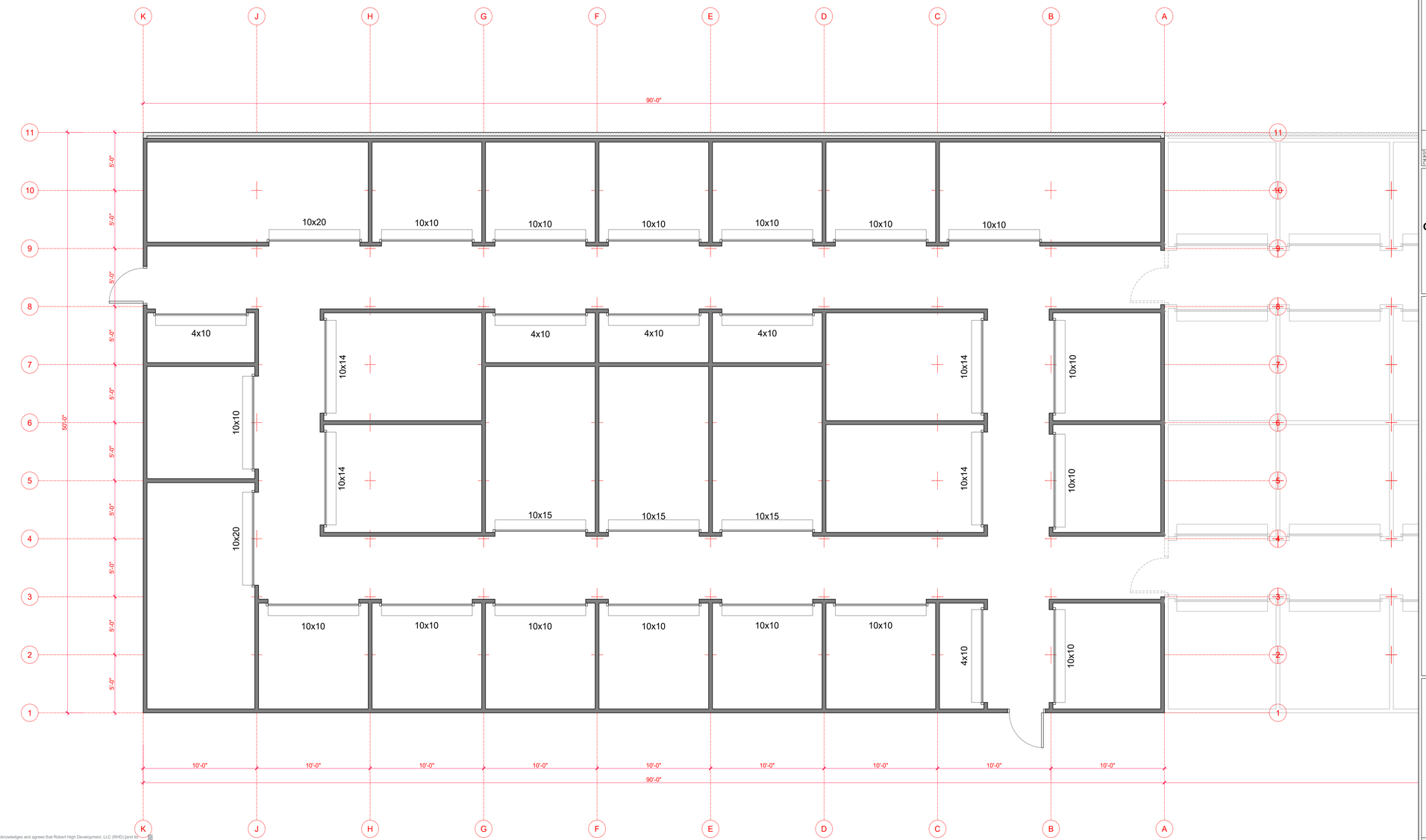
PROPOSED ADDITION FOR:
POWHATAN SELF-STORAGE
3896 POWHATAN ROAD
CLAYTON, NORTH CAROLINA 27520

Revisions

No:	Date:

Project No: 23013
Date: ??/??/23

A101



Owner acknowledges and agrees that Robert High Development, LLC (RHD) (and its architect BW Architecture) have retained all ownership and other rights, title and interests in and to all conceptual, working and final drawings, plans and specifications (collectively, Plans and Specifications) relating to the Project (including without limitation architectural and engineering drawings, plans and specifications), and any and all of its proprietary rights embodied therein or related thereto. Except in connection with the construction, ownership, operation and management of the Project by Owner, this Agreement shall not grant Owner any vested right, title or interest in or to any of the Plans and Specifications or any patents (issued or pending), trademarks, service marks, trade names, copyrights, licenses, licensed or other proprietary rights of RHD or any such rights granted by third parties or other professionals to RHD.

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102.1 ENLARGED FLOOR PLAN
SCALE: 1/4" = 1'

BW ARCHITECTURE
FORGING THE BUILT ENVIRONMENT
BW ARCHITECTURE, PLLC
www.bwarchitecture.info
100 A OAKMONT DR.
GREENVILLE, NC 27858
252.355.1300

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BARRETT W. SMITH
REGISTERED
NORTH CAROLINA
ARCHITECT
GREENVILLE

NOT FOR CONSTRUCTION

PROPOSED ADDITION FOR:

POWHATAN SELF-STORAGE

3886 POWHATAN ROAD
CLAYTON, NORTH CAROLINA 27520

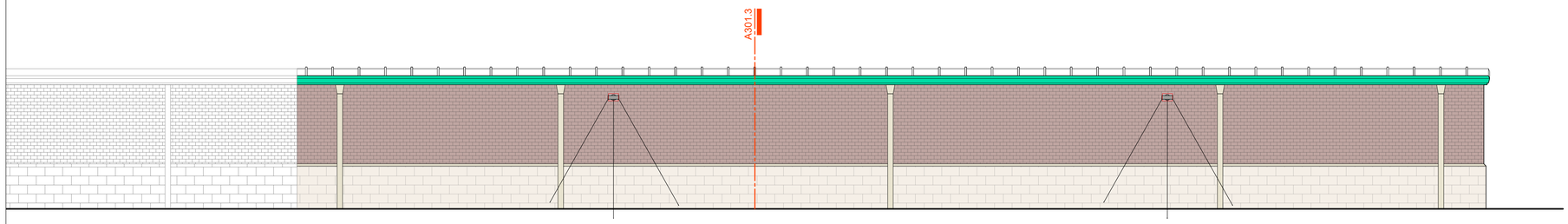
Revisions

No:	Date:

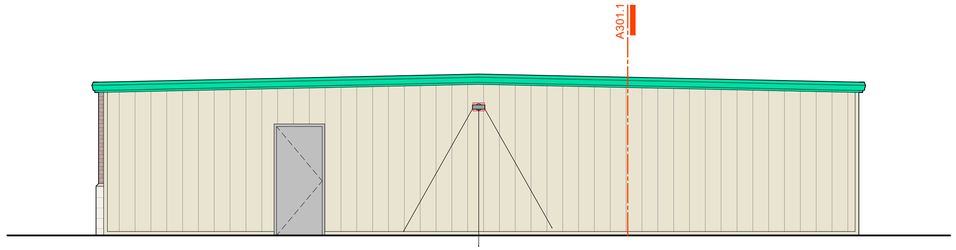
Project No: 23013

Date: ??/??/23

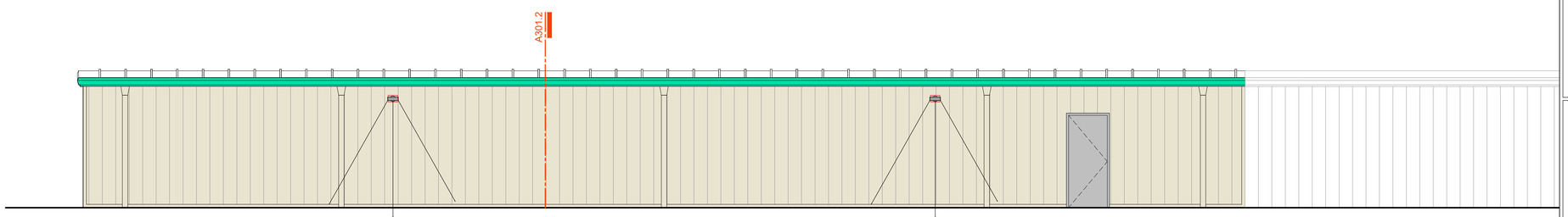
A102



201.3 SOUTH ELEVATION
SCALE: 1/4" = 1'



201.2 EAST ELEVATION
SCALE: 1/4" = 1'



201.1 NORTH ELEVATION
SCALE: 1/4" = 1'

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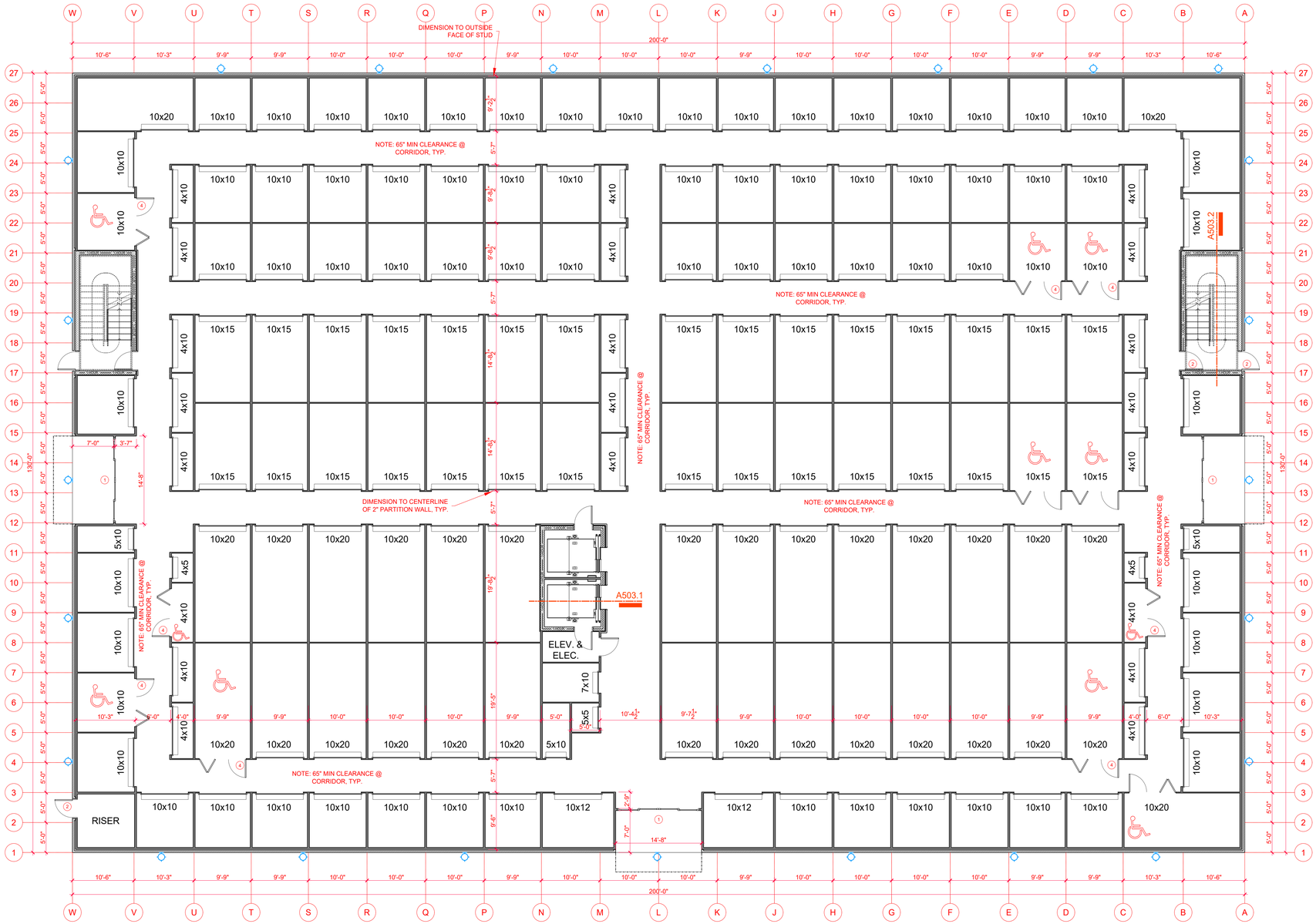
BW ARCHITECTURE 6516 NORTH CAROLINA GREENVILLE
NOT FOR CONSTRUCTION

PROPOSED ADDITION FOR:
POWHATAN SELF-STORAGE
3956 POWHATAN ROAD
CLAYTON, NORTH CAROLINA 27520

Revisions
No: Date:

Project No: 23013
Date: ??/??/23

A201



UNIT MIX CALCULATIONS (EXISTING BUILDING 1)

Unit Size	1st Floor		Comments
10x10	46		
Total	46	APPROX.	

UNIT MIX CALCULATIONS (EXISTING BUILDING 2)

Unit Size	1st Floor		Comments
10x10	26		
10x20	8		
Total	34	APPROX.	

UNIT MIX CALCULATIONS (EXISTING BUILDING 3)

Unit Size	1st Floor		Comments
5x10	11		
10x20	1		
Total	12	APPROX.	

UNIT MIX CALCULATIONS (ADDITION + EXISTING)

Unit Size	1st Floor		Comments
4x10	11		
10x10	51		
10x15	7		
10x20	2		
Total	71	APPROX.	

NOTE:
TOTAL NUMBER OF UNITS FOR ENTIRE PROPERTY: 661

UNIT MIX CALCULATIONS (ADDITION ONLY)

Unit Size	1st Floor	HC Units	Comments
4x10	5	1	ADA Compliant Hardware
10x10	16	1	ADA Compliant Hardware
10x15	7		
10x20	2		
Total	30	2	ADA Compliant Hardware
		30	Units Under 200
		1.5	+5% Units Over 200

UNIT MIX CALCULATIONS MAIN BUILDING

Unit Size	1st Floor	2nd Floor	3rd Floor	TOTAL	HC Units	Comments
4x5	2	0	0	2	0	
4x10	21	23	25	69	2	ADA Compliant Hardware
5x5	1	0	0	1	0	
5x10	3	0	8	11	0	
7x10	1	0	0	1	0	
10x10	73	80	74	227	7	ADA Compliant Hardware
10x12	2	0	0	2	0	
10x15	30	30	30	90	3	ADA Compliant Hardware
10x20	31	33	31	95	4	ADA Compliant Hardware
TOTAL	164	166	168	498	16	HC Units Provided
					298	Units Over 200
					15.96	+5%=2% Units Over 200

Sizes listed for individual storage units are nominal and center to center of partition walls. There may be adjustments to any such unit to allow for site constraints, structural tolerances, mechanical systems, vertical transportation and other issues encountered both during design and in the field.

5ft wide handicapped units are equipped with 3'-0" wide swing doors with ADA compliant lever hardware, typical. 10ft wide handicapped units are equipped with electronically opperated roll-up doors and 3'-0" wide swing doors with ADA compliant lever hardware, typical. In all handicapped unit locations where a swing door cannot be provided, the roll-up door must be opperable with a battery backup in case of power failure.

Owner acknowledges and agrees that Robert High Development, LLC (RHD) (and its architect BW Architecture) have retained all ownership and other rights, title and interests in and to all conceptual, working and final drawings, plans and specifications (collectively, Plans and Specifications) relating to the Project (including without limitation architectural and engineering drawings, plans and specifications), and any and all of its proprietary rights embodied therein or related thereto. Except in connection with the construction, ownership, operation and management of the Project by Owner, this Agreement shall not grant Owner any vested right, title or interest in or to any of the Plans and Specifications or any patents (issued or pending), trademarks, service marks, trade names, copyrights, licenses, licensed or proprietary rights of any kind of RHD or any such rights granted by third parties or other professionals to RHD.

The Plans and Specifications and any contents of any documents or information embodied therein or relating thereto shall not to be used, reproduced or copied, in whole or in part, without the prior, written permission of Cothran Harris Architecture and RHD.

WALL LEGEND

- 2" METAL STUD WALL
- 4" METAL STUD WALL
- 4" METAL STUD WALL WITH 4" BRICK / CMU
- 6" METAL STUD WALL
- 10 1/8" SUPERIOR WALL
- 8" CMU WALL
- 1-HR FIRE RATED 8" CMU WALL

101.1 FIRST FLOOR PLAN
SCALE: 1/8" = 1'

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PROPOSED NEW CONSTRUCTION FOR:

POWHATAN SELF-STORAGE

3896 POWHATAN ROAD
CLAYTON, NORTH CAROLINA 27520

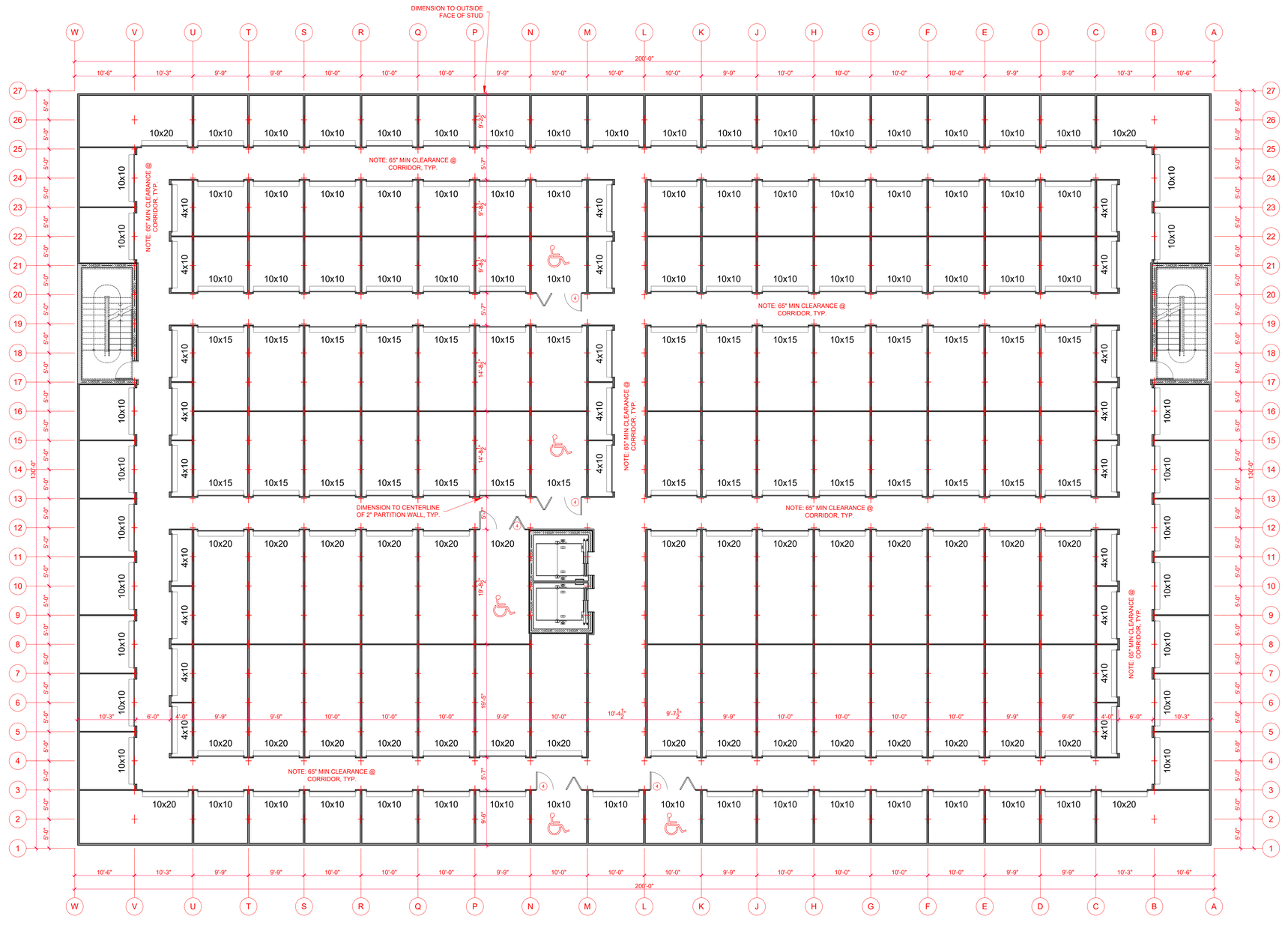
Revisions

No:	Date:

Project No: 23012

Date: ??/??/23

A101



Sizes listed for individual storage units are nominal and center to center of partition walls. There may be adjustments to any such unit to allow for site constraints, structural tolerances, mechanical systems, vertical transportation and other issues encountered both during design and in the field.

5ft wide handicapped units are equipped with 3'-0" wide swing doors with ADA compliant lever hardware, typical. 10ft wide handicapped units are equipped with electronically opperated roll-up doors and 3'-0" wide swing doors with ADA compliant lever hardware, typical. In all handicapped unit locations where a swing door cannot be provided, the roll-up door must be opperable with a battery backup in case of power failure.

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WALL LEGEND

- 2" METAL STUD WALL
- 4" METAL STUD WALL
- 4" METAL STUD WALL WITH 4" BRICK / CMU
- 6" METAL STUD WALL
- 10 1/4" SUPEROR WALL
- 8" CMU WALL
- 1-HR FIRE RATED 8" CMU WALL

201.1 SECOND FLOOR PLAN
SCALE: 1/8" = 1'

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PROPOSED NEW CONSTRUCTION FOR:

POWHATAN SELF-STORAGE

3986 POWHATAN ROAD
CLAYTON, NORTH CAROLINA 27520

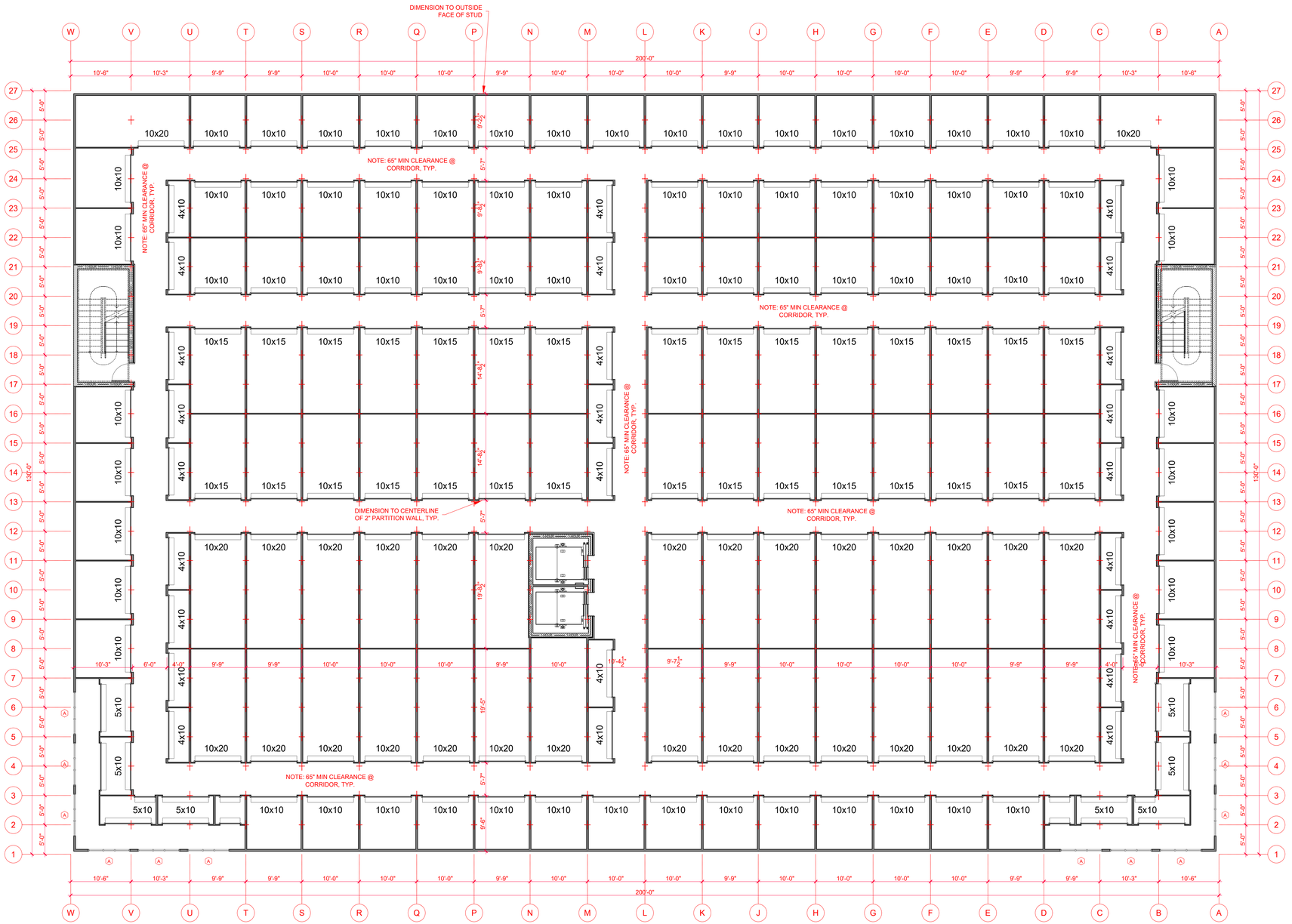
Revisions

No:	Date:

Project No: 23012

Date: ??/??/23

A201



Sizes listed for individual storage units are nominal and center to center of partition walls. There may be adjustments to any such unit to allow for site constraints, structural tolerances, mechanical systems, vertical transportation and other issues encountered both during design and in the field.

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WALL LEGEND

- 3" METAL STUD WALL
- 4" METAL STUD WALL
- 4" METAL STUD WALL WITH 4" BRICK / CMU
- 6" METAL STUD WALL
- 10 1/4" SUPERIOR WALL
- 8" CMU WALL
- 1-HR FIRE RATED 8" CMU WALL

301.1 THIRD FLOOR PLAN
SCALE: 1/8" = 1'

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PROPOSED NEW CONSTRUCTION FOR:

POWHATAN SELF-STORAGE

3866 POWHATAN ROAD
CLAYTON, NORTH CAROLINA 27520

Revisions

No:	Date:

Project No: 23012
Date: ??/??/23

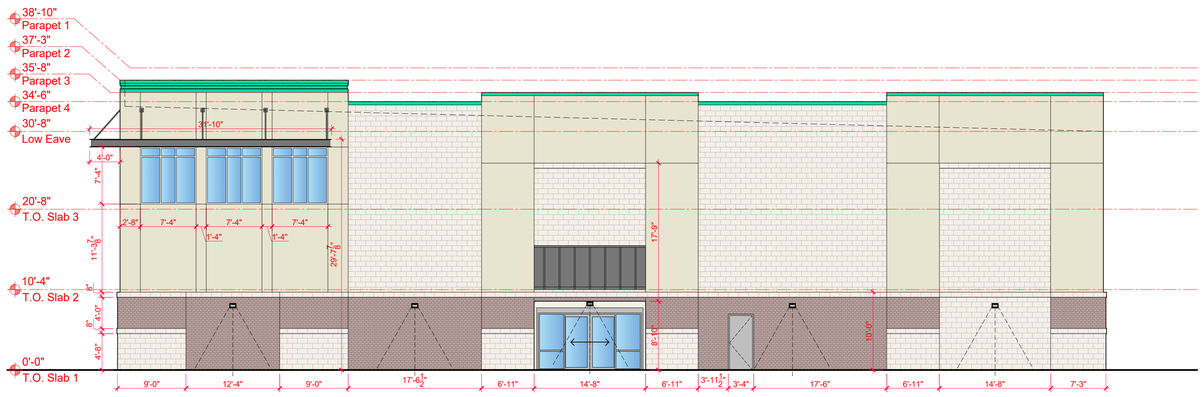
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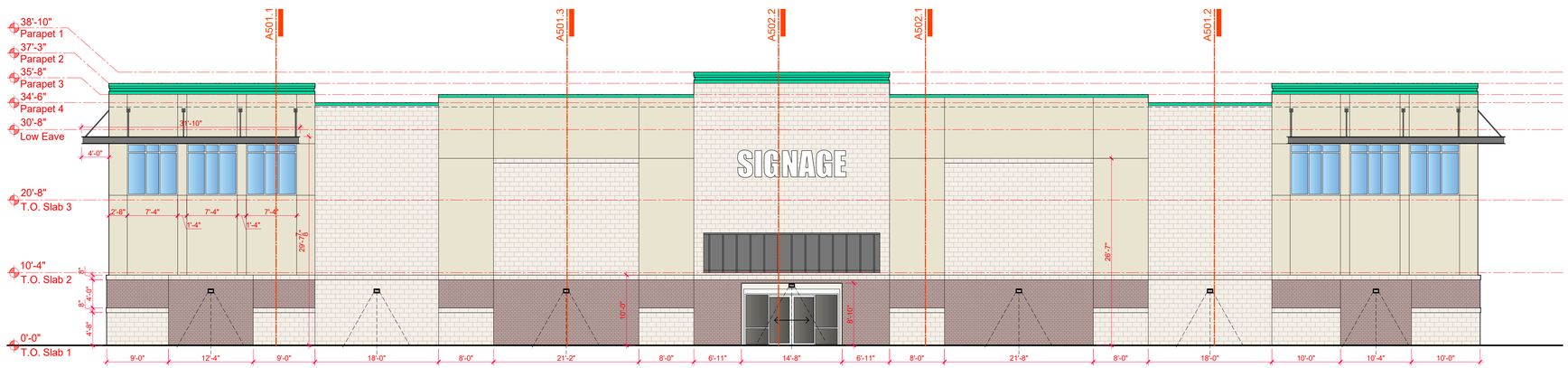
- E.I.F.S. - Color to match Sherwin Williams SW 6120 Believable Buff
- Standing seam metal awnings- "Charcoal Gray"
- Metal coping, gutters, downspouts - "Light Stone"
- Metal coping, Color to match existing building
- Brick veneer- Color to match existing building
- Split-faced CMU veneer- Color to match existing building

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401.2 RIGHT SIDE ELEVATION
SCALE: 1/8" = 1'



401.1 FRONT ELEVATION
SCALE: 1/8" = 1'

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PROPOSED NEW CONSTRUCTION FOR:

POWHATAN SELF-STORAGE

3986 POWHATAN ROAD
CLAYTON, NORTH CAROLINA 27520

Revisions

No:	Date:

Project No: 23012

Date: ??/??/23

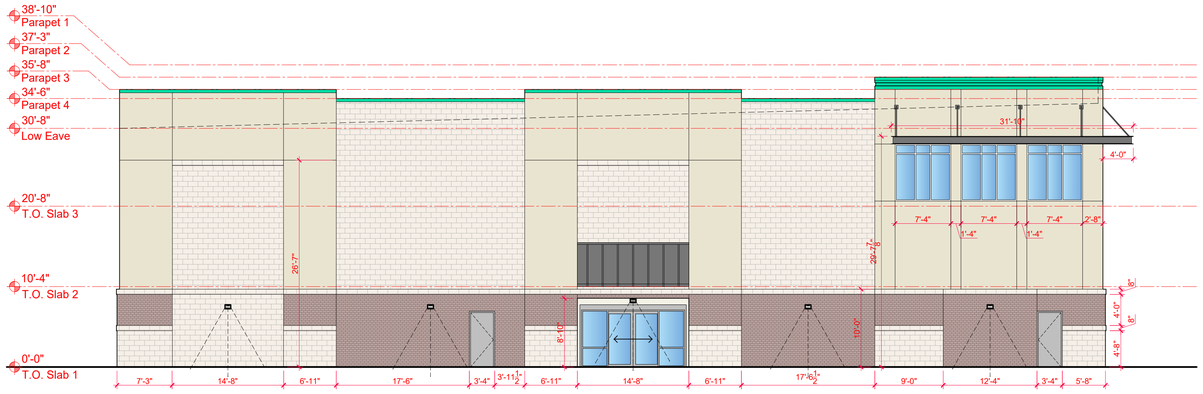
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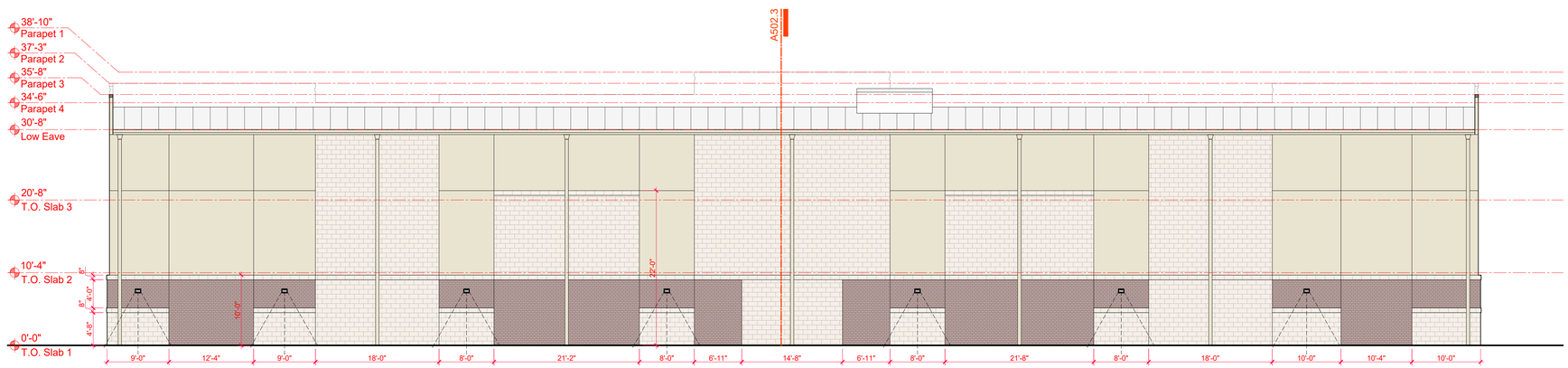
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402.2 REAR ELEVATION
SCALE: 1/8" = 1'



402.1 REAR ELEVATION
SCALE: 1/8" = 1'

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PROPOSED NEW CONSTRUCTION FOR:

POWHATAN SELF-STORAGE

3986 POWHATAN ROAD
CLAYTON, NORTH CAROLINA 27520

Revisions

No:	Date:

Project No: 23012

Date: ??/??/23

A402


SIGNAGE

Wm. G. Daniel & Assoc.
Engineering • Planning • Site Design

Sept. 15, 2023

Dear Clayton Area Property Owner:

The purpose of this letter is to notify you of an application filed with the Town of Clayton for a development proposal involving property adjacent to, or in close proximity to, property shown in your ownership by Johnston County tax records. Per Town of Clayton regulations, a Neighborhood Meeting will be held to provide information to area residents about the proposal. A representative of the applicant will be present to explain their application, answer questions, and solicit comments.

Meeting Date: _____ Meeting Time: _____

Meeting Location: _____

Type of Application: Special Use Permit
Project/Proposal property address: 3986 Powhatan Road Clayton, NC 27527
Description of project/proposal: The plan proposes a 4,500 sf addition to the existing building adjacent to Powhatan Road and a freestanding 3-story 78,000 sf climate controlled self-storage building and supporting infrastructure.

Upcoming public meetings for this Application (Planning Board And/or Town Council): _____

The following will be available for your inspection at the Neighborhood Meeting:

1. A copy of the project application.
2. A schedule of all upcoming public meetings for the application.
3. A map showing the project and neighboring parcels with roads.
4. Project plans and color rendering showing the proposed development.

A map is enclosed with this letter showing the location of the property that is subject to this application for the development proposal.

If you have any questions prior to or after this meeting, you may contact us at 919-630-4466. You may also contact the Town of Clayton Planning Department at 919-553-5002

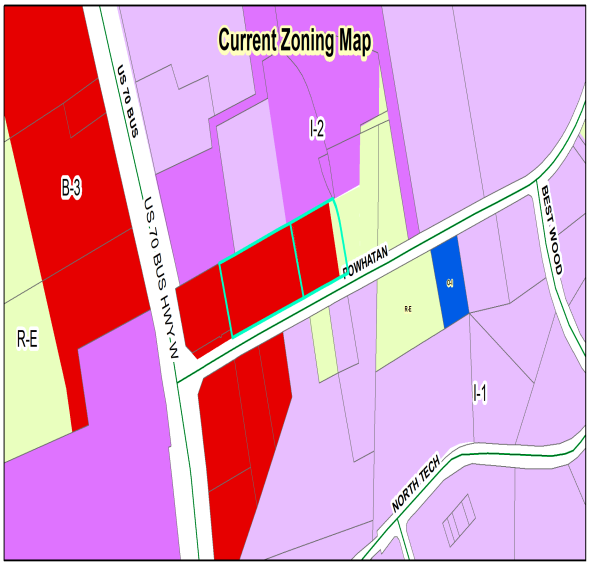
Sincerely,

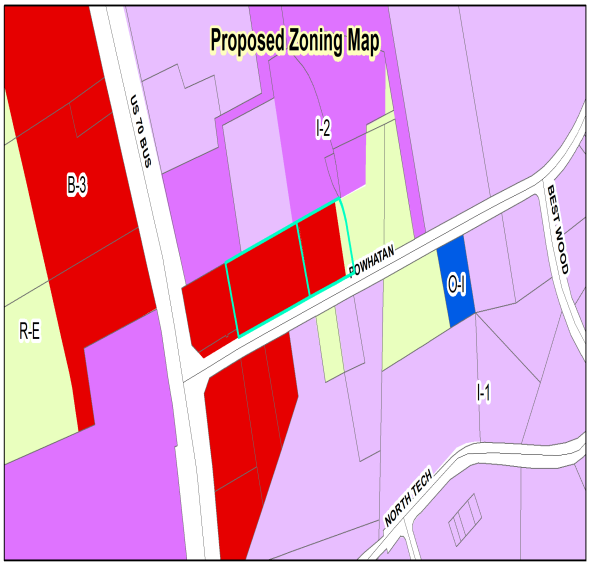
WILLIAM G. DANIEL AND ASSOCIATES

Bart J. McClain

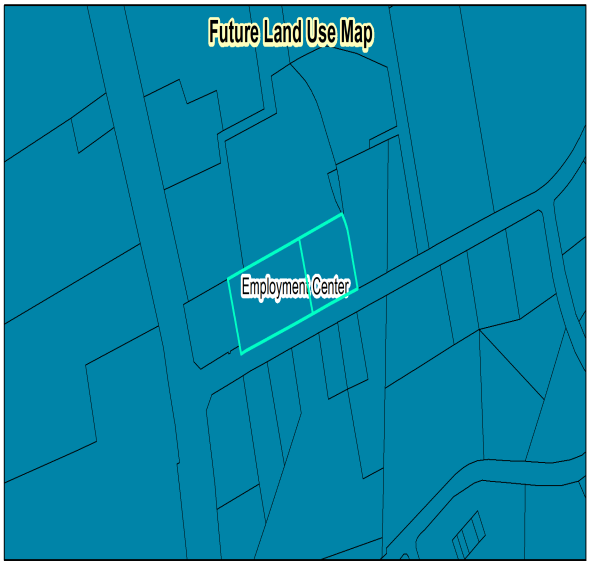
Bart J. McClain, P.E. – Project Engineer

Attachments: As stated
Cc: Town of Clayton Planning Department









Request: Special Use Permit
Project Name: Powhatan Self Storage SUP
Project Number: 2023-146-SUP

Applicant: American Self Storage, LLC
Property Owner: American Self Storage, LLC
Tag #: 05I05018 & 05I05019B

Site

500 250 0 500 Feet

N

Staff Report Map
Prepared by: TOC Planning Department
February 21, 2024

Disclaimer: Town of Clayton assumes no legal responsibility for the quality of the data represented here.

Document Path: C:\Users\smott\Town of Clayton, NC\Planning - Development Projects\Special Use Permit\2023\2023-146-SUP Powhatan Self Storage\Maps\Staff Report Maps - Southern Wake Property Group.mxd

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

February 26, 2024

Re: 2024-146-SUP Powhatan Self Storage

To Whom It May Concern,

The Town of Clayton Planning staff is recommending to the Town Council that conditions of approval be placed upon the above referenced application, which proceeds to Town Council on Monday, March 4, 2024. These recommended conditions of approval are outlined on the back of this letter.

Please read through these potential conditions of approval, and sign below if you are in agreement with the conditions as proposed. If you are not in agreement, please respond accordingly in writing. This will be included within the agenda packet for Town Council review.

Thank you.

Sincerely,

Steven S. Mott
Planner II

Recommended Conditions of Approval (2024-146-SUP Powhatan Self Storage):

1. The Development shall be constructed in substantial conformance with the Special Use Permit as approved by the Clayton Town Council and associated Site Plan (2023-147-SP) as approved by Town staff.
2. Any conditions imposed as part of the Site Plan (2023-147-SP) approval shall remain in effect.

APPLICANT AFFIDAVIT

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

Adam Jarrell		2/26/2024
Print Name	*Signature of Applicant*	*Date*

TOWN OF CLAYTON
SPECIAL USE PERMIT
#2023-146-SUP
GRANTED

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

Applicant:	American Self Storage, LLC
Property Owner:	American Self Storage, LLC
Property Location:	3986 & 3936 Powhatan Road
Brief Property Description:	±3.38 Acre Property with frontage on Powhatan Rd.
Tax Parcel Number:	05I05018 & 05I05019B
Proposed Use of Property:	Self Storage (Expanded Existing Use)
Hearing Date:	March 4, 2023

Having heard all the evidence and argument presented at the hearing, the Town Council makes the following findings:

(1) That the application will not materially endanger the public health or safety if located where proposed and developed according to the plans as submitted and approved.

(2) That the application meets all required specifications and conforms to the standards and practices of sound land use planning and the Town Code of Ordinances, or other applicable regulations.

(3) That the application will not substantially injure the value of adjoining or abutting property and will not be detrimental to the use or development of adjacent properties or other neighborhood uses.

(4) That the application will not adversely affect the adopted plans and polices of the Town or violate the character of existing standards for development of the adjacent properties.

CONDITIONS:

1. The Development shall be constructed in substantial conformance with the Special Use Permit as approved by the Clayton Town Council and associated Site Plan (2023-147-SP) as approved by Town staff.
2. Any conditions imposed as part of the Site Plan (2023-147-SP) approval shall remain in effect.

TOWN OF CLAYTON

BY: _____
Michael Sims
Mayor Pro Tem

DATE: _____

ATTEST:

_____(SEAL)
Heidi Holland, CMC, NCCMC
Town Clerk