



Town of Clayton
Regular Town Council Meeting Agenda
Monday, May 15, 2023 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.
 - May 1, 2023 - Closed Minutes
 - May 1, 2023 - Work Session
 - May 1, 2023 - Regular Session

Presenter: Sam Johnson-Phillips, Deputy Town Clerk
[May 1, 2023 Work Session Minutes](#)
[May 1, 2023 Regular Session Minutes](#)
- b. Resolution Authorizing Wake County Tax Administrator to Levy and Collect Property Taxes for the Town of Clayton
Presenter: Robert McKie, Finance Director
[Order to Collect Wake County](#)
- c. Resolution Authorizing Johnston County Tax Administrator to Levy and Collect Property Taxes for the Town of Clayton
Presenter: Robert McKie, Finance Director
[Order to Collect Johnston County](#)
- d. Resolution 2023-26: To Accept Streets into the Town Of Clayton Street System for Maintenance – RWAC, Phase 6A-3
Presenter: Jonathan K. Jacobs, PE, CFM - Assistant Engineering Director
[Resolution 2023-26: To Accept Streets into the Town Of Clayton Street System for Maintenance – RWAC, Phase 6A-3 - Engineering - Pdf](#)

POTENTIAL ACTION: Approve Consent Agenda as Presented

4. ADMINISTRATIVE ITEMS

5. INTRODUCTIONS AND SPECIAL PRESENTATIONS

- a. Celebrate Elected Officials Day Proclamation
Presenter: Rich Cappola, Town Manager
[Elected Official's Day Proclamation](#)
- b. National Police Week Proclamation
Presenter: Mayor McLeod to Present to Police Department
[National Police Week Proclamation](#)
- c. National Public Works Week Proclamation
Presenter: Mayor McLeod to Present to Public Works Department
[Public Works Week Proclamation](#)

6. PUBLIC HEARINGS

- a. 2022-154-River Mews Conditional Zoning District and Master Plan
Presenter: Ben Howell, Planning Director
[2022-154-River Mews Conditional Zoning District and Master Plan - Planning - Pdf](#)
[Wastewater Resolution 2022-154-CZM](#)

POTENTIAL ACTION: Adoption of Ordinance #2023-05-03

POTENTIAL ACTION: Adoption of Resolution #2023-29
- b. Project Life Dust Development Agreement
(Continued from April 17, 2023 Regular Meeting)
Presenter: Patrick Pierce, Economic Development Director
[Project Life Dust -Development Agreement](#)

POTENTIAL ACTION: Approval of Development Agreement
- c. 2023-52-OA Sign Ordinance Amendment - Billboards
Presenter: Ben Howell, Planning Director
[2023-52-OA Sign Ordinance Amendment - Billboards - Planning - Pdf](#)

POTENTIAL ACTION: Adoption of Ordinance #2023-05-05
- d. 2023-51-OA Sign Ordinance Amendment - String Lighting
Presenter: Ben Howell, Planning Director
[2023-51-OA Sign Ordinance Amendment - String Lighting - Planning - Pdf](#)

POTENTIAL ACTION: Adoption of Ordinance #2023-05-04
- e. FY 23-24 Budget
Presenter: Rich Cappola, Town Manager & Robert McKie, Finance Director
[DRAFT Comprehensive List of Fees and Charges Proposed Changes FY 2023-2024](#)
[FY 2023-2024 Budget Presentation May 15 2023](#)
[FY 2024 Budget Message Final](#)

7. OLD BUSINESS

8. NEW BUSINESS

- a. Operations Center Improvements Capital Project Budget Ordinance
Presenter: Robert McKie - Finance Director
[Operations Center Improvements Capital Project Budget Ordinance - Finance Department - Pdf](#)

POTENTIAL ACTION: Adoption of Ordinance #2023-05-02

- b. Audit Contract for FY 2023
Presenter: Robert McKie - Finance Director
[Audit Contract for FY 2023 - Finance Department - Pdf](#)

POTENTIAL ACTION: Approve Audit Contract

9. STAFF REPORTS

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

10. OTHER BUSINESS

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

11. CLOSED SESSION

12. ADJOURNMENT

- a. Adjourn
- POTENTIAL ACTION:** Motion To Adjourn



Town of Clayton
Town Council Work Session Minutes
Special Meeting
Monday, May 1, 2023 at 12:00 PM
Rotary Room, Town Hall
111 E. Second Street

Council Present:

Mayor Jody McLeod
Council Member Andria Archer
Council Member Avery Everett
Council Member Michael Sims
Council Member Porter Casey

Staff Present:

Rich Cappola, Town Manager
Jim Cauley, Town Attorney
Dolores Gill, Deputy Town Manager
Heidi Holland, Town Clerk
Lee Barbee, Interim Deputy Town Manager/Fire Chief
Robert McKie, Finance Director
Steven Langston, Interim Clayton Center Director
Nathanael Shelton, Communications Officer
Ann Game, Revenue & Utility Customer Service Director

Council Absent:

Mayor Pro Tem Jason Thompson

1 CALL TO ORDER

- a) Mayor McLeod called the meeting to order at 12:07 p.m.

2 ADJUSTMENT OF THE AGENDA

- a) Mr. Cappola adjusted the agenda as follows:
Add: Cultural Arts will provide a status update at 12:15 p.m. and a consultant from Evergreen Study would be present to provide an update on the Work Study Data Collection at 3:00 p.m.

Approve or Adjust the Agenda

RESULT:	CARRIED 4-0
MOVER:	Andria Archer
SECONDER:	Michael Sims
YES:	Andria Archer, Avery Everett, Michael Sims, and Porter Casey
NO:	None
ABSENT:	Jason Thompson

3 ITEMS FOR DISCUSSION

a) **Budget Work Session**

Agenda Review of the Day

Expected Outcomes

Dolores Gill discussed the agenda for the day. She stated discussion would be on each major section of all budgets and stop and discuss each section. Reflection/Impressions items on the agenda would be for questions asked by Council. Rich Cappola stated he would be kicking this off with Robert McKie, Finance Director. FY24 operating budget, as we start looking at the numbers, growth rates are not aligned and have spent time looking at mission critical items. Once this process was done, still off budget and have had to make additional cuts throughout the departments. Proposed budgets today were available for all three funds.

Budget FY24: The Process

- Staff received a budget calendar with touchpoints during the mid-year review and submissions of budget requests for FY24 including additional personnel, considerations for the Comprehensive List of Fees and Services, and departmental requests.
- Initial requests were reviewed by the Executive Team and reductions were made by department heads prioritizing mission critical items after the review.
- The Executive team re-evaluated remaining requests for further reductions and to bring budget into balance.
- Water/Sewer and Electric Enterprise rate models were evaluated by the Executive team in collaboration with consultant partners.
- A proposed budget was developed based upon budget priorities and multiple variables.

FY Budget Priorities Slide

- Develop a fiscally responsible budget with attention to council priorities and town needs.
- Develop a budget utilizing strategic financial planning for the future.
- Invest in Employee Retention and Development

There was discussion on COLA increase and developing a merit system for employees.

Initial Budget Requests: The Starting Point

Requested amount over budget (Expenditures greater than Revenue projections):

- General Fund-\$13.1 million
 - General Fund Capital Outlay-\$10.9 million
- Water & Sewer Fund-\$21.8 million
 - Water and Sewer Capital Outlay-\$21.9 million
- Electric Fund-\$3.6 million
 - Electric Capital Outlay-\$5.5 million
- 10 new positions at a cost of \$0.9 million
 - 22 total positions requested

Shared was the FY 24 Expenditure Budget Summary for all three funds. The Town is now over a \$100 million dollar operation.

Shared was a Multi-Year Expense Comparison. Mr. Cappola stated you can see in terms of expenditures for the general fund, we are averaging 10% a year in terms of cost per year in delivery services.

Shared were recommend new positions. A big hire is the budget management position. There was discussion on the five-year plan. Two WWTP positions are being requested for the new facility. Shared were the Capital Programs Plan (CPP) that were shared at the Council Retreat in March. Shared was a pie chart as to where the funds would come from as well as a pie chart sharing how tax dollars would be spent. Public Safety came in first at 28%. Ad Valorem Taxes are at 44% and Stated Shared Revenue is at 25%.

Major Revenue Assumptions

- Tax rate remains at \$0.60 with a 99% collection rate.
- Ad Valorem property taxes will grow 6%. Value of \$0.01=\$299,000
- Sales tax revenues will increase \$1.0 million compared to FY 2023 budget and 5% higher than the \$8.6 million estimate for FY 2023.
- Development revenue will decline slightly.

The Clayton Center Discussion

Cultural Arts discussion began. Steven Langston shared his presentation. The Clayton Center has had a lot of growth over the past 12 months.

Creating Momentum

- See It Live Membership Program
- Auditorium Refresh to include painting, professional drapery, curtain, and seat cleaning (this was a grant)
- Increased Partnerships (WQDR, Dan Barbour, JCPS) (this has been a great success)
- Revamped in-house marketing to including revised branding, radio spots, print media, social media analytics, marketing materials, surveys

- (currently sending out surveys after every show)
- Implementation of continuous programs and show roll-outs
- Increased grant funding awarded (Tourism grant, NC Arts Council, JC Arts Council, ADA Inclusion Grant) (Received \$22,000 for school and family grants, \$16,000 for painting and \$2,500 to update the listing system)
- Increased quality of artists
- Increased quality of show rentals8 -

Shared were the Ticket Revenues: Box Office FY23, Rental Revenues: FY23, Prime Space Booking by Space per Quarter, and Prime Space Booking by Type per Quarter.

There was discussion on including more diverse shows. Discussion on the Harlem Choir show that sold out years ago. Mr. Langston shared information on upcoming shows and for the lineup for the Juneteenth event. There was discussion on the Gina Chavez show that did not have high ticket sales.

Mayor McLeod stated the The Clayton Center is doing everything they have asked to be done. He stated to keep up the good work but does not want to neglect how much the smaller rooms generate revenue. It is important to know what the smaller rooms are doing to see if we need to continue to do this or not. There was discussion on the great things The Clayton Center is doing, and the positive vibe has staff has been giving.

Reflection/Impressions

Ms. Gill discussed the takeaways of the budget presentation that Mr. Cappola gave. Mr. Cappola stated there is a 5-6% on the revenue growth side but the operational side is in 8-10% range. We need to figure out how to get revenue up next year. There was discussion on normal everyday items needed for staff that have gone up 20-30%.

Capital Improvement Plan

Recap of Top 10 and Affordability

Davenport Financial Updates

Mr. Cappola stated based on council retreat feedback, Davenport went over data. He discussed where the different projects are and how we would be able to walk through them. There was discussion on the different scenarios from the data provided by Davenport. There was discussion on having one tax increase and not increasing for a couple years, instead of forming a pattern of increasing taxes every year. There was further discussion on the data provided by Davenport and the pros and cons of tax increases.

Mr. Cappola stated last week the form was submitted for Claytex Fire District to

increase the rate from 11.34 cents to 15%. This would be about a \$700,000 revenue. Waiting for County to respond. Will be more conversation with this.

Utility Rate Modeling

There was discussion on utility rate increases. There was further discussion on electric rate and water/sewer and solid waste rates.

Rate Model - Communication Plan

Ann Game and Nathanael Shelton spoke on this. They worked together to put out conservation pieces. 10% of customers use the portal, which is a good turn out.

Mr. Shelton stated they have revamped the utilities website and are working on 12-month bill backer plan which will include free inserts from ElectriCities. Shared was the redesigned page. There was discussion on bad check writing fees and policies. There was discussion on putting on our YouTube channel the explanation of the electric rate increase.

Evergreen Work Study

A consultant from Evergreen was present. She stated they are putting the final touches on recommendations based on input received. Shared was a presentation.

Scope

- ensure that staffing aligns peer practices
- identify functional areas that need more or less staff resources
- review organizational alignment

Discussion on aligning staff, a lot of factors go into establishing what you need. Shared was the project approach. Phase 1: Current State; Phase 2: Analysis; Phase 3: Future State. She discussed follow ups that she recommends in the future. Considerations were based on population, budget, staffing, services provided. Shared were peers used, they were selected based on budget and population size. Some organizations used were Fuquay-Varina, Holly Springs and Apex. Shared were comparisons of budget across peer organizations.

Shared were overall findings: total workforce model identified a shortfall of 12 positions and potential to consider realignment of staff in certain area. The electric staff number is high, planner is low, police are low and utility departments are low.

Opportunities and Challenges

- Water and Sewer Fund will continue to require rate increases to fund reinvestment in the system.
- Electric Fund will require increases to sustain the financial health of the

- utility.
- The Town continues to experience strong growth, which impacts all components of operations.
- Ongoing economic uncertainty creates the need for a conservative spending strategy.
- Fund balance appropriations are not sustainable in the General Fund Budget:
 - Growth will continue into the foreseeable future
 - Revenues will not increase at the same rate as growth will impact services
 - Recommend performing annual debt capacity and affordability analysis for CIP
 - Implementation of Organization Structure Study recommendations to achieve operational efficiency
- Strong financial health requires long-term planning to develop a roadmap for success:
 - Leverage debt issuance (bonds and installment finance agreements)
 - Utilize grant funding when feasible
 - Ad valorem tax rate
 - Develop other funding sources

Economic Considerations

- Consumer Price Index (CPI) inflation rate was 6% in February compared to 7.9% for February 2022.
- Personal Consumption Expenditures (PCE) Price Index was 5.4% in January compared to 7.1% for January 2022.
- Federal Reserve policy –rein in inflation to 2% target
 - 9 rate increases beginning March 2022 totaling 4.75%. Future increases may be necessary. Next meeting in May. Fed Funds Rate forecasted to be 5%-5.25% at end of 2023.
- GDP increased 2.7% in Q4 2022, 2.1% for 2022, and 3.2% for Q1 2023.
- Recession projected to occur in late 2023 and continue in 2024.

Dolores asked if there was anything we may need to go back to drawing board on? Council stated they think the day went well.

4 CLOSED SESSION

- a) Closed Session to discuss Economic Development in accordance with NC GS 143-318.11(a)(4).

Motion To Go Into Closed Session at 4:27 p.m.

RESULT:	CARRIED 4-0
MOVER:	Andria Archer

SECONDER:	Michael Sims
YES:	Andria Archer, Avery Everett, Michael Sims, and Porter Casey
NO:	None
ABSENT:	Jason Thompson

Motion To Return To Open Session at 5:02 p.m.

RESULT:	CARRIED 4-0
MOVER:	Porter Casey
SECONDER:	Andria Archer
YES:	Andria Archer, Avery Everett, Michael Sims, and Porter Casey
NO:	None
ABSENT:	Jason Thompson

5 ADJOURNMENT

- a) With nothing further, a motion was made to adjourn at 5:02 p.m.

Motion To Adjourn

RESULT:	CARRIED 4-0
MOVER:	Michael Sims
SECONDER:	Porter Casey
YES:	Andria Archer, Avery Everett, Michael Sims, and Porter Casey
NO:	None
ABSENT:	Jason Thompson

Duly adopted this the 15 day of May, 2023 while in regular session.

Jody L. McLeod
Mayor

ATTEST:

Heidi L. Holland, CMC, NCCMC
Town Clerk



Town of Clayton
Regular Town Council Meeting Minutes
Monday, May 1, 2023 at 6:00 PM
Council Chambers, Town Hall
111. E. Second Street

Council Present:

Mayor Jody McLeod
Mayor Pro Tem Jason Thompson
Council Member Porter Casey
Council Member Avery Everett
Council Member Andria Archer
Council Member Michael Sims

Staff Present:

Rich Cappola, Town Manager
Jim Cauley, Town Attorney
Dolores Gill, Deputy Town Manager
Lee Barbee, Interim Deputy Town Manager/Fire Chief
Heidi Holland, Town Clerk
Robert McKie, Finance Director
Greg Tart, Police Chief
Nathanael Shelton, Communications Officer
Joshua Baird, Engineering Director
Shannon Poole, Construction Project Administrator
Sam Johnson-Phillips, Deputy Town Clerk
James Blalock, Utilities Maintenance Superintendent
Patrick Pierce, Economic Development Director
Lydia Davis, Economic Development Specialist
Robert Yarborough, Building Codes Supervisor

Council Absent:

None

1. CALL TO ORDER

- a. Mayor McLeod called the meeting to order at 6:01 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. Rich Cappola made the following adjustments to the agenda:

Change 5f. to 5b. and added Interim Deputy Town Manager/Fire Chief Lee Barbee to Staff Reports.

Approve or Adjust the Agenda

RESULT:	CARRIED 5-0
MOVER:	Jason Thompson
SECONDER:	Avery Everett
YES:	Jason Thompson, Porter Casey, Avery Everett, Andria Archer, and Michael Sims
NO:	None

3. CONSENT AGENDA

- a. Minutes
- April 17, 2023 - Regular Session
- Presenter:* Heidi Holland, Town Clerk

Approve Consent Agenda as Presented

RESULT:	CARRIED 5-0
MOVER:	Michael Sims
SECONDER:	Andria Archer
YES:	Jason Thompson, Porter Casey, Avery Everett, Andria Archer, and Michael Sims
NO:	None

4. ADMINISTRATIVE ITEMS

5. INTRODUCTIONS AND SPECIAL PRESENTATIONS

- a. Employee Introductions
- Chris Heffron, Instrumentation Control Technician
- Presenter:* James Blalock, Maintenance Superintendent, Water Resources

- Barry Alston, Plan Reviewer
- Presenter:* Robert Yarborough, Building & Trades Inspections Director

Mr. Blalock introduced Chris Heffron. He has 17 year's experience as a field service engineer.

Robert Yarborough introduced Barry Alston. He stated he has 18 year's experience as a code enforcement official.

The Mayor and Council welcome both.

- b. Economic Development Week Proclamation
Presenter: Mayor McLeod to Present to Economic Development Department

Patrice Pierce stated next week is Economic development week and thanked Council for the recognition. Mayor McLeod read the proclamation into the record and presented this to Mr. Pierce and Lydia Davis.
- c. Building Safety Month Proclamation
Presenter: Mayor McLeod to Present to Inspections Department

Mayor McLeod read the proclamation into the record and presented this to the Inspections Department.
- d. Annual Professional Municipal Clerks Week Proclamation
Presenter: Mayor McLeod to Present to Clerk's Office

Mayor McLeod read the proclamation into the record and presented this to the Clerk's Office.
- e. International Firefighters Day Proclamation
Presenter: Mayor McLeod to Present to Fire Department Staff

Mayor McLeod read the proclamation in the record and presented this to the staff at the Fire Department.
- f. Water Resources Professionals Week Proclamation
Presenter: Mayor McLeod to Present to Water Resources Department

Mayor McLeod read the proclamation into the record and presented this to the Water Resources Department.
- g. World Facilities Management Day
Presenter: Mayor McLeod to Present to Dolores Gill

Mayor McLeod read the proclamation into the record and presented this to the Property Maintenance department.

6. PUBLIC HEARINGS

7. OLD BUSINESS

- a. Clayton Community Park Update
Presenter: Tim Robbins, Project Manager

Joshua Baird provided an update on Clayton Community Park, one of the three parks involved in improvements in the Parks and Rec. 2019 Bonds. There is a proximity of remaining dollars that have not been spent on the other two parks which is about \$4.5 million dollars. In 2021, Deputy Town Manager Dolores Gill provided a brief overview of all three parks. Team consultants and staff have

gone through a couple of iterations to hone in on final design and provide a result within the remaining budget.

Shared were 2021 updates and the current proposed design. Tonight he is asking for consensus to complete the bid package and get this out to bid. If there is consensus, the project would be moving through the final round of TRC review, would look to receive bids in July with Council approval around August and to LGC for final bond sale in September.

Consensus of Council to Move Forward with Bid Package

8. NEW BUSINESS

- a. Clayton Area Ministries (CAM) Lease Amendment

Presenter: Lee Barbee, Interim Deputy Town Manager & Fire Chief

Chief Barbee stated in September 2022, he met with Dale Matthews and Cynthia Joyner, of Clayon Area Ministries (CAM), to walk the site and learn about their operations. The need at that time was for a walk-in freezer. He met with Rich Cappola and Dolores Gill to discuss the needs and find a solution. They decided on a lease extension of 10 years and two five-year renewals. The freezer they are looking to install would be to help serve the needs of the community, this is approximately a \$75,000 expenditure. The Town felt the need to offer a solution that they would be comfortable with.

Ms. Matthews thanked the Mayor and Council for listening to their needs. She stated the freezer is a necessity in the community because there are people in need. This would be a wonderful gift. Council Member Sims stated CAM does a lot for the community.

Approval of Lease Amendment

RESULT:	CARRIED
MOVER:	Jason Thompson
SECONDER:	Andria Archer
YES:	Jason Thompson, Porter Casey, Avery Everett, Andria Archer, and Michael Sims
NO:	None

Approval of Resolution #2023-24

RESULT:	CARRIED
MOVER:	Porter Casey
SECONDER:	Jason Thompson
YES:	Jason Thompson, Porter Casey, Avery Everett, Andria Archer, and Michael Sims
NO:	None

- b. American Rescue Plan Act (ARPA) - Asset Inventory and Assessment (AIA)
Grant Acceptance and Budget Amendment - Water Distribution and Wastewater
Collection System Master Plans
Presenter: Joshua Baird, PE, CFM - Engineering Director

Joshua Baird stated there are three items tonight. In the fall, staff submitted an application to ARPA AIA grant program for conducting a water master plan as well as collection master plans. These master plans would further define the Town's system and come up with projects to help understand future needs. Staff requested a total of \$400,000 for both plans (\$250,000 for the wastewater plan and \$150,00 for the water distribution plan.)

In August, received was a notification of intent to fund the entire \$400,000 and recently received was the grant package. Staff is requesting approval to receive those grants. This approval would require a budget amendment.

Resolution #2023-25 to Accept Funding for Water Distribution System Master Plan

RESULT:	CARRIED
MOVER:	Jason Thompson
SECONDER:	Andria Archer
YES:	Jason Thompson, Porter Casey, Avery Everett, Andria Archer, and Michael Sims
NO:	None

Resolution #2023-26 to Accept Funding for Wastewater Collection System Master Plan

RESULT:	CARRIED
MOVER:	Porter Casey
SECONDER:	Avery Everett
YES:	Jason Thompson, Porter Casey, Avery Everett, Andria Archer, and Michael Sims
NO:	None

Adoption of Ordinance #2023-05-01

RESULT:	CARRIED
MOVER:	Porter Casey
SECONDER:	Jason Thompson
YES:	Jason Thompson, Porter Casey, Avery Everett, Andria Archer, and Michael Sims
NO:	None

- c. Clayton Center Roof Replacement and Pointing of Masonry Walls Bid Award
Presenter: Shannon Poole, Engineering Technician

Shannon Poole is requesting an approval for an award construction contract for the Town Hall and The Clayton Center roof project. Several sections of the roof have reached their lifespan and need replacement. On April 25, 2023, three bids were received, the lowest responsive responsible bidder is Owens Roofing with a base bid of \$683,742 and alternate of \$73,259. Staff and roofing consultants have reviewed and recommended awarding the contract to Owens Roofing for the base bid plus the alternate. The project is within the proposed budget, no budget amendments are necessary.

Approval of Bid Award

RESULT:	CARRIED
MOVER:	Michael Sims
SECONDER:	Andria Archer
YES:	Jason Thompson, Porter Casey, Avery Everett, Andria Archer, and Michael Sims
NO:	None

Adoption of Resolution #2023-27

RESULT:	CARRIED
MOVER:	Andria Archer
SECONDER:	Avery Everett
YES:	Jason Thompson, Porter Casey, Avery Everett, Andria Archer, and Michael Sims
NO:	None

9. STAFF REPORTS

- a. Town Manager

Rich Cappola stated he appreciates everyone's attendance at the Greenway Ribbon Cutting and he thanked citizens for working with the Town during the closure. At today's work session the budget was discussed. A few changes need to be made but would have a budget prepared to be presented at the May 15, 2023 meeting; that would be a public hearing for any citizen that would like to weigh in.

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

Interim Deputy Town Manager/Fire Chief Lee Barbee spoke on his career as Fire Chief. He thanked Mr. Cappola for helping him to conclude the right time

as Fire Chief for the past 31 and a half years. Mayor McLeod stated he would like to extend appreciation to Chief Barbee on behalf on every citizen of the Town, he stated the Town applauds and thanks him for his service.

Chief Barbee spoke more about his career with the Fire Department. Rich Cappola thanked Chief Barbee and stated it is tough to accept closing out this chapter but is happy to report Chief Barbee has accepted the position as Deputy Town Manager. His commitment would continue to serve the Town.

Mayor McLeod expressed to his family how much he appreciates the family for supporting him be dedicated over the years.

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.

Victoria Johnston, founder of Triangle Area Networking Group (TANG) and Michael Strauss were present and thanked Mayor McLeod for the Autism Proclamation read at the last meeting. She stated at the event last weekend held at the Fire Department, \$3,000 as raised. She thanked Council Member Sims and Council Member Casey for attending this event. Shared was a drawing that DJ Sandvobal drew that was in the silent auction at the event last weekend. He stated he and Ms. Johnston were outbidding each other and decided to split the cost to purchase the drawing. Mr. Strauss stated he is proud to dedicate the drawing to the Town. He stated it is their privilege to present this to the Town. Mayor McLeod thanked them both for the donation.

b. Council Comments

Mayor Pro Tem Thompson shared his sentiments on Chief Barbee's retirement from Fire Chief. He stated he is a blessing to this Town as well as his family.

Council Member Sims congratulated Chief Barbee on his retirement as Fire Chief. He thanked the Fire Dept. and TANG for the event at the Fire Department last Saturday. He shared information on the Basketball Tournament to be held on May 13, 2023 at Municipal Park

Council Member Casey echoed Council's comments on Chief Barbee. He stated at the Earth Day Clean Up, over 150 bags of trash were collected. Council Member Archer congratulated Chief Barbee on his retirement and looks forward to working with him as Deputy Town Manager.

11. CLOSED SESSION

12. ADJOURNMENT

- a. With nothing further, a motion to adjourn was made at 7:12 p.m.

RESULT:	CARRIED
MOVER:	Michael Sims
SECONDER:	Porter Casey
YES:	Jason Thompson, Porter Casey, Avery Everett, Andria Archer, and Michael Sims
NO:	None

Duly adopted by the Town Council this 15th day of May 2023 while in regular session.

Jody L. McLeod
Mayor

ATTEST:

Sam Johnson-Phillips
Deputy Town Clerk

Resolution #2023-31

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

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

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

Duly adopted this 15th day of May 2023, while in regular session.

ATTEST:

Jody L. McLeod
Mayor

Sam Johnson-Phillips
Deputy Town Clerk

Resolution #2023-30

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

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

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

Duly adopted this 15th day of May 2023, while in regular session.

ATTEST:

Jody L. McLeod
Mayor

Sam Johnson-Phillips
Deputy Town Clerk



Regular Town Council Meeting Agenda Cover Sheet

Meeting Date

May 15, 2023

Agenda Location

CONSENT AGENDA

Item Title

Resolution 2023-26: To Accept Streets into the Town Of Clayton Street System for Maintenance – RWAC, Phase 6A-3

Presenter(s)

Jonathan K. Jacobs, PE, CFM - Assistant Engineering 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

- ☐ Public Hearing (Not Required by GS)
- ☐ Newspaper Notice (Not Required by GS)
- ☐ Press Release
- ☐ Website
- ☐ Survey

☐ Special Mailing

☐ None Required

Summary

Streets and rights-of-way are required to be designed and built according to the Town of Clayton Manual of Standards, Specifications, and Design. Engineering staff has verified through the inspection process that the subject street and right of sections have been installed to meet or exceed this standard and recommends final acceptance. Upon final acceptance, the subject streets are eligible for funding through NCDOT's Powell Bill Program.

Funding Source

N/A

Corresponding Documentation

[RWAC Street Final Acceptance Resolution Phase 6A-3 4-27-23](#)

Submitted By: Chris Rowland, Engineering

Reviewed By:

Jonathan Jacobs, Assistant
Engineering Director

Approved - May 09 2023

Joshua Baird, Engineering Director

Approved - May 10 2023

Heidi Holland, Town Clerk

Approved - May 10 2023

**RESOLUTION TO ACCEPT STREETS INTO THE TOWN OF CLAYTON STREET SYSTEM FOR
MAINTENANCE – RIVERWOOD ATHLETIC CLUB, PHASE 6A-3**

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

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

WHEREAS, the street segments listed below were placed under a warranty period for five years to monitor for construction deficiencies, which has subsequently expired and

WHEREAS, Town of Clayton Engineering staff has inspected the street segments referenced below and recommends final acceptance by Town Council for maintenance by the Town; and

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

SUBDIVISION	STREET NAME	BEGINNING DESCRIPTION	END DESCRIPTION	LENGTH
RWAC, Phase 6A-3	Elway Drive	Phase Line 6A	Phase Line 6A-4	0.21
RWAC, Phase 6A-3	Landry Court	Int Elway Drive	Phase Line 6D-3	0.03
TOTAL				0.24MI

Duly adopted this the 15th day of May 2023.

Jody L. McLeod
Mayor

ATTEST:

Sam Johnson-Phillips
Deputy Town Clerk

**TOWN OF CLAYTON
ELECTED OFFICIALS' DAY
PROCLAMATION**

WHEREAS, elected officials include city council members, mayors, governors, members of state legislatures, senators, representatives in the United States Congress, and even the President of the United States; and

WHEREAS, they have occupied powerful positions in the government because they have been voted in; and

WHEREAS, our elected officials work to enhance the quality of life in the Town of Clayton by listening to and valuing the needs of all citizens; and

WHEREAS, it is on this day we recognize our elected officials of the Town of Clayton: Mayor Jody McLeod, Mayor Pro Tem Jason Thompson, Council Member Andria Archer, Council Member Porter Casey, Council Member Avery Everett and Council Member Michael Sims; and

NOW THEREFORE, the Clayton Town Council hereby proclaim May 19, 2023 as **ELECTED OFFICIALS' DAY** in the Town of Clayton and citizens are encouraged to express your appreciation to these officials.

Proclaimed this the 15th day of May, 2023.

Jody L. McLeod
Mayor

**TOWN OF CLAYTON
NATIONAL POLICE WEEK
PROCLAMATION**

WHEREAS, there are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Clayton Police Department; and

WHEREAS, since the first recorded death in 1786, more than 23,000 law enforcement officers in the United States have made the ultimate sacrifice and have been killed in the line of duty, including Patrol Officer Charles Lee, Patrol Officer Ray Gilmore and Lieutenant Monica Carey, who honorably served as members of the Clayton Police Department; and

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, DC; and

WHEREAS, 556 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 224 officers killed in 2022 and 332 officers killed in previous years; and

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 35th Candlelight Vigil, on the evening of May 13, 2023; and

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff.

NOW, THEREFORE, on behalf of the Clayton Town Council, I, Jody McLeod, Mayor of the Town of Clayton, observe May 14-20, 2023, as National Police Week and publicly salute the service of law enforcement officers in our community and in communities across the nation.

Proclaimed this the 15th day of May, 2023.

Jody L. McLeod
Mayor

**TOWN OF CLAYTON
PUBLIC WORKS WEEK
“CONNECTING THE WORLD THROUGH PUBLIC WORKS”
PROCLAMATION**

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

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

WHEREAS, our employees are neighbors serving neighbors; and

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

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

NOW THEREFORE, WE, on behalf of the Clayton Town Council, I, Jody McLeod, do proclaim that May 21 – 27, 2023 be recognized as **“PUBLIC WORKS WEEK - “CONNECTING THE WORLD THROUGH PUBLIC WORKS”** to promote public power and recognize those who work to provide the best possible electric service for our citizens.

Proclaimed this the 15th day of May 2023, while in regular session.

Jody L. McLeod
Mayor



Regular Town Council Meeting Agenda Cover Sheet

Meeting Date

May 15, 2023

Agenda Location

PUBLIC HEARINGS

Item Title

2022-154-River Mews Conditional Zoning District and Master Plan

Presenter(s)

Ben Howell, Planning Director

Suggested Action

Adoption of Ordinance

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: Sign Posted on Property

Summary

The proposed River Mews Conditional Zoning District is located on NC 42 East adjacent to the Neuse River. The proposed Conditional Zoning District would allow for up to 825 residential units as well as an Assembly Use with potential overnight accommodations. Please see the Staff Report and packet for more information.

Background/History

The Planning Board considered the application at a Public Comment Session on April 24, 2023. During the Public Comment Session, a representative of Caterpillar, one of the adjoining property owners, voiced concern about the development and the potential for additional buffering between the proposed development and the Caterpillar property to mitigate impacts on the future residents of the proposed development. Members of the Planning Board also expressed concerns about the number of proposed accesses to the proposed development, and questioned whether a canoe/kayak access could be constructed on the land the developer is proposing to dedicate to the Town to meet the public recreation/open space requirement. Staff also included a recommendation to revise the conditions to include the NCDOT-recommended roadway improvements as a condition, as they were received after the conditions document was drafted. The Planning Board unanimously recommended approval of the proposed Conditional Zoning District with the following requests of staff and the developer:

- Add the NCDOT-recommended roadway improvements as a condition prior to the Town Council meeting.
- Add a 3rd access for the development to comply with the Clayton Unified Development Ordinance prior to the Town Council meeting.
- Address the concerns of Caterpillar and the potential for additional buffering prior to the Town Council meeting.

A Development Agreement will be brought to Town Council for this development on June 5, 2023, at which time a Public Hearing will be held on the Development Agreement.

Recommendation

Staff recommends approval of the Conditional Zoning District as stated in the Staff Report.

Funding Source

N/A

Cost

N/A

Corresponding Documentation

[1 2022-154-CZM River Mews Conditional Zoning District Staff Report](#)

[2 2022-154-CZM River Mews Conditional Zoning District Application](#)

[3 2022-154-CZM River Mews Conditional Zoning District Master Plan Narrative](#)

[4 2022-154-CZM River Mews Conditional Zoning District Master Plan](#)
[5 2022-154-CZM River Mews Conditional Zoning District Neighborhood Meeting Information](#)
[6 2022-154-CZM River Mews Conditional Zoning District Wastewater Allocation Request](#)
[8 2022-154-CZM River Mews Conditional Zoning District TIA Addendum](#)
[9 2022-154-CZM River Mews Conditional Zoning District TIA Trip Generation Letter](#)
[10 2022-154-CZM River Mews Conditional Zoning District NCDOT TIA Review](#)
[11 2022-154-CZM River Mews Conditional Zoning District Revised Recommended Conditions Document](#)
[12 2022-154-CZM River Mews Conditional Zoning District Staff Report Maps Consistency & Reasonableness Statement 2022-154-CZM Ordinance 2023-05-03](#)

Meeting Timeline

Planning Board Public Comment Session - April 24, 2023
Town Council Public Hearing - May 15, 2023
Town Council Public Hearing (Development Agreement) - June 5, 2023

Submitted By: Ben Howell, Planning

Reviewed By:

Ben Howell, Planning Director	Approved - May 08 2023
Rich Cappola, Town Manager	Approved - May 10 2023
Heidi Holland, Town Clerk	Approved - May 10 2023



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

*Planning Board April 24, 2023
Town Council May 15, 2023*

STAFF REPORT

Application Number: 2022-154-CZM

Project Name: River Mews

Tag #: 05I04199Q, 05J05001D, 05J05001E & 05J05001F

Location: 1603 NC Hwy 42, Clayton NC 27527

Existing Zoning District: PD-R

Proposed Zoning District: CZ-R

Consultant: McAdams

Applicant: Golden Hour Collective, LLC

Owner(s): Gregory A. Moore; Manager of River Mews Estate, LLC & Falcon Hamlet, LLC

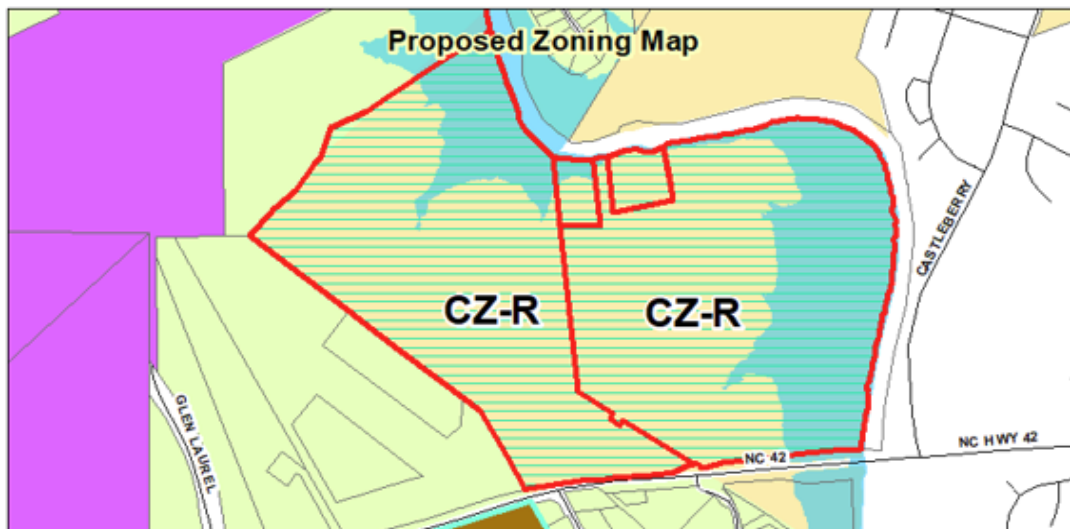
Public Noticing:

- Neighborhood meeting: November 3, 2022
- Sign posted: April 11, 2023
- Planning Board Adjacent Property Owners Letters Mailed: April 11, 2023
- Planning Board Meeting: April 24, 2023
- Town Council Adjacent Property Owners Letters Mailed: May 1, 2023
- Legal Ad Published May 3 and 10, 2023

REQUEST: Rezone the property referenced above, located on NC 42 East, from the Planned Development Zoning District – Residential (PD-R) to a Conditional Zoning – Residential District (CZ-R). The Conditional Zoning District would allow for up to 825 units, or a density of up to 3 units per acre, as well as conversion of two existing buildings into an Event Center and/or overnight accommodations. The Conditional Zoning District is accompanied by a Master Plan and Master Plan Narrative.

SITE DATA:**Acreage:** 277 +/- acres**Existing Use:** There are two existing residential structures and several out-buildings located on the property.**ADJACENT ZONING AND LAND USES:**

Direction	Zoning	Existing Use(s)
North	Residential-Estate (R-E)/Planned Development-Residential (PD-R)	Existing single-family residential/Vacant
South	Residential-Estate (R-E)	Existing single-family residential/Vacant
East	N/A Johnston County Zoning	Public School/Existing single-family residential/Vacant
West	Residential-Estate (R-E)	Vacant



DEVELOPMENT DATA:

Proposed Uses:	Residential (single-family homes, Townhome & Multi-family units), Assembly, Overnight Accommodations
Proposed Density:	Up to 825 units are proposed at an overall proposed residential density of 3 units/acre for the development.
Fire Protection:	Town of Clayton
Access/Streets:	2 Access points will be provided from along NC HWY 42 E
Water/Sewer Provider:	Town of Clayton
Electric Provider:	Town of Clayton

OVERVIEW:

The applicant is requesting a Conditional Zoning District with an associated Master Plan to allow for 825 residential dwellings and an Assembly Use on 277 +/- acres. The development will consist of single-family detached homes, single-family attached townhomes, multi-family apartments, and an Assembly Use (Event Center and/or Overnight Accommodations), as shown on the Master Plan. The proposed development will consist of up to 246 single-family detached homes, up to 339 single-family attached homes, and up to 240 apartments. The development has requested the following minimum lot dimensional standards:

Lot Dimensional Standards*Single Family Detached (SFD) Dwellings***FRONT LOADED SFD DIMENSIONAL STANDARDS**

› Min. Lot Area	5000 sf
› Min. Lot Width	42'
› Front Setback (min)	15' (25' for face of garage)
› Side Setback (min)	5' (15' on street side)
› Rear Setback (min)	25'
› Maximum building height	35'
› Maximum impervious surface	60%
› Driveway Length	25'

REAR LOADED SFD DIMENSIONAL STANDARDS

› Min. Lot Area	5000 sf
› Min. Lot Width	42'
› Front Setback (min)	10'
› Side Setback (min)	5' (10' on street side)
› Rear Setback (min)	15'
› Maximum building height	35'
› Maximum impervious surface	60%
› Driveway Length	20'

*Single-Family Attached (Townhome) Dwellings***REAR-LOADED TOWNHOUSE DWELLING DIMENSIONAL STANDARDS**

• Min Lot Area	2000 SF
• Front Setback (min.)	10'
• Building Separation (min.)	20'
• Rear Setback (min.)	15'
• Side Street Setback (min.)	10'
• Max Height	35'
• Min Lot Width	20'

FRONT-LOADED TOWNHOUSE DWELLING DIMENSIONAL STANDARDS

• Min. Lot Area	2000 SF
• Min. Lot Width	20'
• Front Setback (min)	15' (25' for face of garage)
• Side Street Setback (min)	10'
• Rear Setback (min)	15'
• Max Height	35'
• Min. Driveway Length	25'

*Multi-Family (Apartment) Dwellings***APARTMENT DWELLING STANDARDS**

• Parcel size (min)	20,000 SF
• Front Setback (min)	15 ft
• Rear Setback (min)	20 ft
• Building Separation (min)	20 ft
• Side Street (min)	15 ft
• Max Impervious	60%
• Height (max)	48 ft

Transportation Improvements:

The development will be accessed from NC HWY 42 E and will consist of internal streets built to Town standards with sidewalks, curb and gutter. McAdams has performed a trip generation assessment of the proposed River Mews Development rezoning, located along NC HWY 42 E in Clayton, NC. While no formal unit count for the project has been identified to-date, it was assumed for the purposes of these calculations that the project would include up to 825 units in the form of single family detached, single family attached and multi-family apartments. Trip generation calculations for this site were performed using data from the 11th Edition of the ITE Trip Generation Manual. Those calculations are summarized below in Table 1 Trip Generation.

TABLE 1: TRIP GENERATION									
DENSITY FROM MARCH 2023 TIA ADDENDUM									
Land Use (ITE Code)	Density	Calculation Methodology	Daily Trips	AM Peak Hour			PM Peak Hour		
				Enter	Exit	Total	Enter	Exit	Total
Single Family Detached (210)	233 units	Adjacent / Equation	2,197	40	121	161	139	81	220
Single Family Attached (215)	352 units	Adjacent / Equation	2,632	44	133	177	122	85	207
Multi-Family [low-rise] (220)	240 units	Adjacent / Equation	1,614	23	74	97	78	46	124
Total			6,443	107	328	435	339	212	551
PROPOSED UPDATED DENSITY									
Land Use (ITE Code)	Density	Calculation Methodology	Daily Trips	AM Peak Hour			PM Peak Hour		
				Enter	Exit	Total	Enter	Exit	Total
Single Family Detached (210)	233 units	Adjacent / Equation	2,197	40	121	161	139	81	220
Single Family Attached (215)	352 units	Adjacent / Equation	2,632	44	133	177	122	85	207
Multi-Family [low-rise] (220)	240 units	Adjacent / Equation	1,614	23	74	97	78	46	124
Event Venue* (560)	350 Seats	Generator / Rate	315	15	24	39	34	22	56
Total			6,758	122	352	474	373	234	607
COMPARISON OF TRIPS									
Difference in Trips			+315	+15	+24	+39	+34	+22	+56
Percentage Increase			+4.9%	+9.0%			+10.2%		

*Church land use code was utilized based on similar traffic patterns.

Recommended Improvements:

Based on the findings in the TIA, the improvements below have been recommended to be constructed by the developer to mitigate traffic impacts by the proposed development. These improvements are also outlined in Condition 20.

NC 42 and Fox Ridge Road / Site Drive #1

- Construct an exclusive westbound right-turn lane on NC 42 with a minimum of 100 feet of full width storage and appropriate deceleration and taper.
- Construct Site Drive #1 as the southbound approach with one (1) ingress lane and one (1) egress lane.
- Provide stop control on the southbound approach of the proposed site drive.

NC 42 and Site Drive #2

- Construct an exclusive westbound right-turn lane on NC 42 with a minimum of 150 feet of full width storage and appropriate deceleration and taper.
- Construct Site Drive #2 as the southbound approach with one (1) ingress lane and one (1) egress lane.
- Provide stop control on the southbound approach of the proposed site drive.

NC 42 U-Turn Between Site Drive #1 and Site Drive #2

- Monitor for a traffic signal in the future, if warranted and approved by NCDOT.

NC 42 at Castleberry Road

- The existing eastbound left-turn lane shall be extended per NCDOT review and approval (approximately 850 feet of storage).

See Attachment 9 for the NCDOT Review Comments on the applicant's TIA submittal with the above-referenced recommendations.

Following the Planning Board meeting, the applicant has also proposed an emergency access drive on NC 42, between Site Drive #1 and Site Drive #2, to meet the requirement of a 3rd access point for developments with over 300 lots.

Stormwater, Water, Sewer and Electricity

Stormwater

River Mews is located within the Neuse River basin. Approximately half the site is wooded and currently drains towards the Neuse River floodplain to the east. The proposed development will require stormwater management measures for quality and quantity treatment in accordance with the Town of Clayton Stormwater Design Manual. A network of storm drainage conveyances will transport storm drainage from impervious areas to the proposed Stormwater Control Measures (SCM). Preliminary locations of these SCMS are provided in the Master Plan which accompanies this conditional zoning district request, based on existing drainage basins. Location and adequate sizing for these devices will be verified during final design. All stormwater management will be required to meet North Carolina Department of Environmental Quality and Town of Clayton design requirements at the time of site construction drawing submittal.

Water Service

Public Water Service currently exists along the southern boundary of the site within the NC HWY 42 ROW, and is generally an interconnect with the Johnston County Utility system. This main is Johnston County-owned and operated through the frontage, but will be converted to Town of Clayton owned system and a master meter placed closer to the existing crossing of the Neuse River. Later phases of River Mews will tap into the water main along HWY 42 and serve various pods of residential development. It is assumed that there will be a network of 8" lines and potentially a main trunk water main that will serve the community. It is understood that extension of water shall be required throughout public roads within this project site.

Sanitary Sewer Service

Public Sewer Service is stubbed to the subject property through a 12" gravity line on the southeast corner of the project parallel to the Neuse River. The gravity line is currently dry and was envisioned to service future development east of this project, but the line sits dry today. Currently the 12" gravity line discharges downstream pump stations, where from there it pumps northeast to a forcemain network that ties to an ongoing gravity line that runs to the Town of Clayton's future Sam's Branch Wastewater Reclamation Facility north of this site. Extensions from the 12" gravity stub to this site will be designed to gravity flow all developable property to this tie-in.

Conditions 15 and 16 address the public utilities requirements for the development.

Landscaping, Buffering and Screening:

The proposed landscaping is an important and unifying element throughout the district. The following outlines basic elements and areas of special consideration. Where landscaping is not specified herein, development shall comply with the required Landscaping Regulations under Section 155.402 of the UDC. Condition 22 has been proposed to address the buffer for the development along the Neuse River.

Architectural Standards

Architectural standards for the development are provided in Chapter 6 of the Master Plan Narrative and in Conditions 17 and 18.

CONDITIONAL ZONING AND MASTER PLAN APPROVAL CRITERIA

Conditional Zoning District Approval Criteria

See Master Plan Narrative for Applicant Responses

In connection with its legislative decision on a conditional zoning district 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

Staff Commentary: The 2045 Growth Plan Future Land Use Map designates this area as Low-Density Residential and Recreation and Open Space along the river frontage. The Low-Density Residential areas are “intended to remain predominantly suburban in character and provide for low-density, single-family residential development on small lots than those in Rural Residential areas.” The Plan continues, “However, a mix of residential housing types may occur under a conditional zoning district to support conservation of open space, as long as a density of 3 units per acre is not exceeded.” The Plan calls for the predominate unit type to be single-family detached homes, with “generally less than 25% attached units.” The Recreation and Open Space land use category, which is located along the Neuse River frontage, “applies to parks, public recreational areas, conservation areas and floodplains.” The Plan states that “uses include active and passive recreation (including trails and greenways), wildlife management, environmental restoration/mitigation/preservation, and educational uses.” The Plan does allow for structures that “support or are associated with the intended uses” should be permitted.

Based on the guidance in the Land Use Plan, the proposed development is consistent with the density in the Low-Density Residential land use category and preserves the land along the river as recommended by the Recreation and Open Space land use category. However, the proposed development is not consistent with the recommendation of primarily single-family detached units and up to 25% single-family attached units – the Plan does not speak to multifamily uses in the Low-Density Residential land use category, and the proposed number of townhomes exceeds the 25% cap recommended in the Land Use Plan.

The Plan also includes recommendations regarding location of development, architectural/design standards in new development, and mix of uses/housing types in new development. With the proposed conditions, the proposed River Mews development is consistent with many of these recommendations. The proposed development is also proposing to construct a trail/greenway along the Neuse River frontage, that can one day be a part of the Mountains to Sea Trail and the East Coast Greenway, which is supported by the 2045 Growth Plan.

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

Staff Commentary: The current zoning district of the proposed development is Planned Development-Residential (PD-R), and is adjacent to a mix of vacant parcels, industrial development (CAT), and the Neuse River. The NC 42 frontage has recently been widened by NCDOT to a 4-lane median-divided highway. Due to this, access to the development will be limited to right-in/right-out intersections along NC 42. Staff believes that with the proposed density, the recently completed road widening along the frontage of the development, and the fact that the property is mostly vacant, the subject property is suitable for the proposed residential development.

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

Staff Commentary: The surrounding area is primarily residential, with some limited mixed-use, high-density residential

and industrial uses nearby. The proposed development consists primarily of residential uses, with an Assembly Use proposed at the rear of the property. The proposed conditional zoning district will allow for additional suburban-style residential development, and provide a private Assembly Use/Event Center that currently does not exist in the area.

4. The capacity of adequate public facilities and services including schools, roads, recreation facilities, wastewater treatment and water supply facilities and stormwater drainage facilities for the proposed conditional district
Staff Commentary: The proposed development would be served by Johnston County schools (East Clayton Elementary, Riverwood Middle, Clayton High), with Clayton High School on the County's "capped" list for the 2023-2024 school year. Access to the development will be provided by NC 42, with an internal network of streets providing access to the homes. The development will be required to meet the Town's Recreation and Open Space requirements in Section 155.203(I), and the applicant is proposing dedication of land to the Town for use by the public as recreation and open space to meet this requirement. This requirement will be outlined in a Development Agreement to be approved by the Town Council - Condition 15 addresses the requirement for the Development Agreement. The development will be required to meet the requirements in the Town's Stormwater Ordinance. The property has access to public water along NC 42, and will install sanitary sewer throughout the development, which will connect to an existing "dry" gravity line existing near the Neuse River. Staff believes that there is adequate capacity of public services and facilities to serve the proposed development.
5. It has been determined that the legal purposes for which zoning exists are not contravened
Staff Commentary: Staff does not believe that legal purposes for which zoning exists will be contravened by the approval of the conditional 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.
Staff Commentary: The proposed development will consist of suburban-style, low-density residential development. The overall density of the development is comparable to the surrounding developments and area.
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.
Staff Commentary: While the owners/developers may benefit from the development, staff believes that with the proposed conditions there will be no detriment to the general public.

Master Plan Approval Criteria

The master plan shall include and the applicant shall be responsible for successfully addressing the following:

- Compliance with § 155.203(L) and all other applicable requirements of this chapter, or analysis and justification if it deviates from the requirements of this chapter;
- Consistency with the Clayton General Design Guidelines;
- Conformance of the proposal with the stated purpose of the requested conditional zoning district;
- Compatibility of the proposed development with the adjacent community;
- The quality of design intended for each component of the project and the ability of the overall development plan to ensure a unified, cohesive environment at full build-out;
- Compatible relationships between each component of the overall project;
- Self-sufficiency of each phase of the overall project;
- The fiscal impact of the proposal and the proposed financing of required improvements;
- The success of the proposal in providing adequate pedestrian and bicycle links within the development and with the adjacent community; and
- The effectiveness with which the proposal protects and preserves the ecologically sensitive areas within the development.

Staff Commentary: The applicant has provided a Master Plan Narrative providing details of the proposal. Through the

Master Plan, Narrative and proposed conditions, staff believes that the applicant has successfully met the criteria.

CONSIDERATIONS:

- The Town Council shall consider the recommendation of the Planning Board and the Planning Director.
- The Town Council shall approve, approve with conditions, or disapprove the conditional zoning district. Any additional, revised, or deleted conditions from those below must be signed or declined by the applicant prior to the Council rendering a decision.
- Concurrently with adopting, denying or remanding any conditional zoning district, the Town Council shall adopt a statement describing whether its action is consistent with the adopted plans and policies of the Town and explaining why the Town Council considers the action taken to be reasonable and in the public interest.
- If the conditional zoning district is not consistent with the 2045 Growth Plan and is approved, the 2045 Growth Plan Future Land Use Map will be considered amended to match the proposed conditional zoning district.
- If approved, the conditional zoning district, master plan and narrative will be recorded with Johnston County and shall guide future development for this land. The conditional zoning district, master plan, and narrative shall not expire, and will run with the land.

PLANNING BOARD RECOMMENDATION:

The Planning Board held a Public Comment Session on April 24, 2023 for the project. Planning Board members discussed concerns about the number of access points for the development and whether a canoe/kayak launch could be constructed on the proposed land to be dedicated to the Town for parkland. A representative for Caterpillar (CAT), an adjoining landowner, voiced concerns about future residents and requested that the developer coordinate with CAT on increasing landscaping and/or buffering along the shared property line. Conditions 24, 25 and 26 were added following the Planning Board meeting to address these concerns. The Planning Board unanimously recommended approval of the proposed Conditional Zoning District, with the recommendation that the concerns mentioned above be addressed prior to the Town Council meeting.

STAFF RECDOMMENDATION:

Staff recommends that the Planning Board recommend approval of the Conditional Zoning District, subject to the 27 conditions listed below, to the Town Council.

Recommend Conditions of Approval (2022-154-CZM, River Mews Conditional Zoning District and Master Plan):

1. Following Town Council approval, an electronic copy of the Master Plan and Narrative including the Conditions of Approval shall be submitted to the Planning Department for final approval.
2. The Development shall meet all adopted Town of Clayton Unified Development Code (UDC) requirements, Town of Clayton Engineering and Stormwater design standards, and the North Carolina Fire Code and NFPA Fire standards, except where specifically modified by the approved master plan.
3. The Development shall be constructed in substantial conformance with the Master Plan and Master Plan Narrative as approved by the Clayton Town Council.
4. The following uses are permitted by-right within the general areas identified on the associated Master Plan:

- Apartments
 - Townhouse
 - Single-Family House
 - Assembly (Non-Residential POD)
 - Park
 - Stable, Private (Non-Residential POD)
 - Bed and Breakfast (Non-Residential POD)
 - Hotel/Motel (Non-Residential POD)
 - Parking Lot
 - Utility, Minor
 - Accessory Dwelling Unit
 - Food Truck
5. The following Supplementary Use Standards shall apply the applicable permitted uses:
- Any Event Venue (falling under the “Assembly” use category) shall be permitted for the overnight stay of guests as an accessory use.
 - For any Bed and Breakfast use, parking in a street yard shall be permitted with a Class C Buffer between the parking area and the Right-of-Way.
 - For any Hotel/Motel use, where public Right-of-Way(s) (ROW) separates parking from a residential lot, the ROW may count as the required 50-foot separation between a hotel/motel use and any property line adjoining a residential district or use.
6. The development shall be limited to the following number of units/seats/rooms for the following uses:
- Maximum of 825 Residential Units:
 - Maximum of 246 Single-Family Detached Homes
 - Maximum of 339 Single-Family Attached Homes (Townhomes)
 - Maximum of 240 Apartment Units
 - Assembly Use:
 - Maximum 350 seats
 - Maximum of twelve (12) rooms for overnight guests (as an Accessory Use)
 - Bed and Breakfast and/or Hotel/Motel Use:
 - Maximum of fifteen (15) rooms for overnight guests
 -

The Planning Director may administratively approve up to 10% modification to the mix of residential units through an Administrative Amendment. Any change in the mix of residential units above 10%, or any increase in the number of seats in the Assembly use or any increase in the number of rooms for overnight guests shall require approval by Town Council, following the Conditional Zoning process.

7. Single-Family Dwelling Lot Dimensional Standards (If not listed below, Dimensional Standards in Unified Development Code apply):
- Minimum Lot Width: 42 Feet
 - Minimum Lot Size: 5,000 Square Feet
 - Minimum Front Setback: 15 Feet
 - Minimum Setback from Right-of-Way to Face of Garage for Front-Loaded Lots: 25 Feet
 - Minimum Driveway Length for Front-Loaded Lots: 25 Feet
 - Minimum Driveway Length for Rear-Loaded Lots: 20 Feet

8. Townhouse Lot Dimensional Standards (If not listed below, Dimensional Standards in Unified Development Code apply):
 - Minimum Lot Size: 2,000 Square Feet
 - Front Setbacks
 - Front-Loaded Lots: 25 Feet
 - Rear-Loaded Lots: 10 Feet
 - Front-Loaded Townhomes shall be exempt from the requirement that garages do not exceed 50% of Front Façade width.
 - Front-Loaded Townhomes shall include a mixture of 1- and 2-car garages.
9. Multifamily buildings shall have a maximum building height of 48 feet (4 stories).
10. The developer reserves the right to include additional private trails not shown on the Master Plan to serve as extensions of the general trail network shown.
11. Construction of a pool and clubhouse to serve all or a portion of the development will begin prior to the issuance of the 375th Building Permit.
12. In addition to the pool and clubhouse amenities, hard-surface sports court(s) shall also be constructed in the development. The hard-surface sports court(s) may be constructed in a HOA-owned amenity area and reserved for use by the residents of the development, or may be constructed on the land to be dedicated to the Town as public parkland and open to use by all Clayton residents. If pickleball courts are selected, a minimum of three (3) pickleball courts shall be constructed. If a larger facility is chosen to meet this requirement (such as a tennis or basketball court) only one (1) such court shall be required.
13. The developer shall receive special approval from the Fire Code Official, in accordance with the North Carolina Fire Prevention Code Appendix D, for any cul-de-sac that exceeds 750 Linear Feet. All other cul-de-sacs in the development shall have a 96-foot diameter cul-de-sac or 120-foot hammerhead turnaround meeting the requirements in Appendix D of the North Carolina Fire Prevention Code.
14. The development shall include a public greenway/trail, located generally along the Neuse River frontage of the development, providing a future connection to the property to the west, currently owned by Caterpillar. Where possible, the development shall include private connections from the development to the public greenway/trail.
15. A Development Agreement shall be executed between the Town and the Developer prior to approval of the Preliminary Plat. The Development Agreement shall remain in force until the development is completed or all requirements in the Development Agreement have been met. The Development Agreement shall cover, at a minimum, the dedication of the public parkland, provision of public greenway/trail in the development, timing of transportation improvements, temporary access to the proposed Assembly use, and the provision of public utilities (water and sewer) to the development as a whole and to the proposed Assembly use. The Development Agreement may cover additional requirements of concern to the developer and the Town.
16. Prior to approval of the Construction Drawings, the developer shall validate the adequate capacity in the downstream wastewater infrastructure, pump stations and forcemain sewer, to accommodate the proposed flow for the project. If adequate downstream capacity is not available, the applicant will complete any pump station or forcemain sewer improvements in coordination with Town staff to accommodate the proposed flow.
17. The following Architectural Standards shall be required to be met for the Single-Family Home and Townhouse uses:
 - The overall development will feature a range of housing types and lot sizes that meet the needs of

various income levels, family sizes, and ages, including varied 1 and 2 story single family detached home units with garages, two to three story townhomes units, and 3 to 4 story multifamily unit buildings.

- All residential building exteriors to include a mix of lap siding, shake, and/or board and batten to create visual differentiation.
- All residential building front exteriors to be fiber cement, brick, and/or stone material. Side and rear exteriors may be vinyl or fiber cement with colors to match or compliment the front exterior. Vinyl may be used for trim, fascia, and/or soffits as accent materials on the front facade.
- All residential buildings to have a front porch or stoop with a driveway or walkway to parking and roadway areas.
- No two adjacent residential units (side-by-side or directly across the street) shall have identical front facade colors. Color schemes of townhome buildings will be different from one building to the next.
- All sloped roofs to use architectural style shingles and minimum 6" overhangs.
- All detached single-family homes to be 1 and two story with pitched roofs.
- To create a more attractive, pedestrian friendly streetscape, all dwellings along the site's primary E-W circulator road (connecting the main amenity to the western property boundary) shall be rear-loaded or have driveway access on a side-street.
- Side or rear patios will be provided on 50 percent of single-family homes.
- The development shall include a mixture of both front-loaded and rear-loaded townhome units.
- All single family detached homes shall have a front facade comprised of a minimum of 25% masonry product (brick/stone/veneer/etc.). Any masonry elements applied to front porch posts shall count towards this minimum.
- All single family detached homes shall have a 2-car garage.

18. All existing and proposed non-residential and multi-family residential development, for which site plan approval is required, shall meet the provisions contained below (from UDO Section 155.405). Townhomes that are developed to single-family residential building code standards shall be exempt from the requirements of this section.

- Any requirements within an overlay district shall supersede architectural standards noted within this section.
- Building Materials – Any building visible from a right-of-way or adjacent property shall be architecturally consistent on all sides of the building. Metal is prohibited as the primary exterior building material or cladding, however Decorative metal or metal facade elements may be permitted as an accent feature but may not exceed more than 10% of any facade.

19. A private, two-way gravel drive shall be permitted as an additional means of access for the proposed event venue. The gravel drive may be routed through the floodplain located on the site if all necessary permits and approvals are issued by regulatory agencies.

20. The following transportation improvements, in accordance with the recommendation in the TIA and approval by NCDOT, shall be constructed prior to the approval of the final plat for the first phase of the development:

NC 42 and Fox ridge Road / Site Drive # 1

- Construct an exclusive westbound right-turn lane on NC 42 with a minimum of 100 feet of full width storage and appropriate deceleration and taper.

- Construct Site Drive #1 with one (1) ingress lane and one (1) egress lane.
- Provide stop control on the southbound approach of the proposed site drive.

NC 42 and Site Drive #2

- Construct an exclusive westbound right-turn lane on NC 42 with a minimum of 150 feet of full width storage and appropriate deceleration and taper.
- Construct Site Drive #2 with one (1) ingress lane and one (1) egress lane.
- Provide stop control on the southbound approach of the proposed site drive.

NC 42 U-Turn Between Site Drive #1 and Site Drive #2

- Monitor for a traffic signal in the future, if warranted and approved by NCDOT.

NC 42 at Castleberry Road

- The existing eastbound left-turn lane shall be extended per NCDOT review and approval (+/- 850 feet of storage).

21. Up to 10% of the proposed townhome units may front on open space (with alley access). Units fronting on open space must be provided adequate fire and emergency access, as determined by the Fire Code Official.
22. The 15-foot wide Class C Perimeter Buffer shall not be required to provide opaque screening along those portions of the project boundary bordered by the Neuse River. The existing vegetation in this area shall be preserved in order to provide the opaque screening in these areas.
23. The following standards shall apply to the parking for the Event Center/Assembly Use:
 - The Event Venue/Assembly use and permitted outdoor recreational areas may utilize grass parking as referenced in Section 155.401 of the Town's code.
 - Grass parking shall be maintained in a smooth, well-graded condition. If parking demand is such that the grass is damaged or destroyed to the extent that it ceases to grow and is not repaired or replaced, then paving shall be required.
 - Grass parking may only be utilized for the Event Venue/Assembly use on average less than 5 days per week during a month (i.e., less than 20 days in a month).
 - On-street parking within ¼ mile of the Event Venue Parcel (measured along the sidewalk/pedestrian path) may be credited towards the event venue's off-street parking requirement.
24. Prior to submittal of a preliminary plat for review of River Mews, Golden Hour collective will meet with a representative of Caterpillar to discuss and coordinate buffering and treatment of the owners' shared property boundary.
25. As permitted by Section 155.400, proposed street stub-outs to property owned by Caterpillar, Inc. may be terminated short of the property boundary with suitable turn-around measures installed, where deemed appropriate by the Town of Clayton.
26. In order to adhere to the code requirement for a minimum of 3 access points, an emergency access drive shall be provided on NC 42 between Site Drive #1 and Site Drive #2.
27. To the extent of any conflict between the Master Plan, Master Plan Narrative and these conditions, these conditions shall control.

ATTACHMENTS:

- 1) Application
- 2) Master Plan Narrative
- 3) Master Plan
- 4) Neighborhood Meeting Materials
- 5) Wastewater Allocation Request
- 6) Transportation Impact Analysis (TIA)
- 7) TIA Addendum
- 8) TIA Trip Generation Letter
- 9) NCDOT TIA Review
- 10) Revised Recommended Conditions of Approval - Signed
- 11) Staff Report Map



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

Conditional Zoning w/Master Plan Coversheet

Name of Project: River Mews Date: 8/25/22
Applicant Name: Golden Hour Collective, LLC

The following checklist to be completed by applicant:

- ☒ Pre-Application Meeting on: June 14, 2022
- ☒ Review Fee
- ☒ Completed Application
- ☒ Owner's Consent Form
- ☒ Adjacent Property Owner's List
- ☒ Neighborhood Meeting Letter (one copy)
- ☒ 2 sets of stamped, addressed, empty envelopes for adjacent property owner notification
- ☒ Signed & sealed boundary survey
- ☒ Copy of signed & sealed boundary survey in PDF on USB
- ☒ Master Plan Set to include the following:
- Cover Sheet
 - Survey
 - Bubble Plan Outlining:
 - a. Where and which uses or groups of uses will occur
 - b. The proposed intensity/density of those uses
 - c. General location of internal and external network of public right-of-way and public infrastructure
 - d. All required elements for establishment of a zoning district including but not limited to dimensional standards, open space network, natural resource preservation, and landscaping or buffering

Reviewed by: _____



TOWN OF CLAYTON
Planning Department
111 E. Second St., P.O. Box 879
Clayton, NC 27528
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Conditional Zoning w/Master Plan Application

Conditional Rezoning w/Associated Site Plan Fee: \$1000 + \$5.00 per acre
Advertising Fee: \$200.00

SITE INFORMATION

Name of Project: River Mews
Acreage of Property: 265.9 Zoning District: PD-R
County Tag #: 05I04199Q & 05J05001D NC Pin #: 167900-32-2667 & 167900-52-5319
Address/Location: 1603 NC Hwy 42, Clayton NC 27527
Existing Zoning District: PD-R Proposed Zoning District: Conditional District - Residential

APPLICANT INFORMATION

Applicant: Golden Hour Collective, LLC; Joey Brehm
Mailing Address: 7803 Glenroy Road #200, Minneapolis, MN 55439
Phone Number: (952) 913-8076 Fax: _____
Contact Person: Joey Brehm
Email Address: joeybrehm.mn@gmail.com

PROPERTY OWNER INFORMATION

Name: Gregory A. Moore (Manager of River Mews Estate LLC & Falcon Hamlet LLC)
Mailing Address: PO Box 979, Cary NC 27512-0979
Phone Number: _____ Fax: _____
Email Address: _____

OFFICE USE ONLY

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

January 2021

EXPLANATION OF PROJECT

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

See attached Exhibit A & B

APPROVAL CRITERIA – REZONING

All applications for a Conditional Rezoning must address the following Approval Criteria:

1. Consistency with the adopted plans of the Town.

See attached Exhibit B

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

See attached Exhibit B

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

See attached Exhibit B

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

See attached Exhibit B

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

See attached Exhibit B

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.

See attached Exhibit B

January 2021

-
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.

See attached Exhibit B

APPROVAL CRITERIA- MASTER PLAN

All associated Master Plans must address the following Approval Criteria:

1. Compliance with code section 155.203(L) and all other applicable requirements of this chapter, or analysis and justification if it deviates from the requirements of this chapter.

See attached Exhibit B

2. Consistency with the Clayton General Design guidelines.

See attached Exhibit B

3. Conformance of the proposal with the stated purpose of the requested conditional zoning district.

See attached Exhibit B

4. Compatibility of the proposed development with the adjacent community.

See attached Exhibit B

5. The quality of design intended for each component of the project and the ability of the overall development plan to ensure a unified, cohesive environment at full build-out.

See attached Exhibit B

6. Compatible relationships between each component of the overall project.

See attached Exhibit B

7. Self-sufficiency of each phase of the overall project.

See attached Exhibit B

8. Documentation that the proposed infrastructure improvements accommodate the additional impacts caused by the development, or documentation to assure that the development, as proposed, will not overtax the existing public infrastructure systems.

See attached Exhibit B

9. The fiscal impact of the proposal and the proposed financing of required improvements.

See attached Exhibit B

10. The success of the proposal in providing adequate pedestrian and bicycle links within the development and with the adjacent community.

See attached Exhibit B

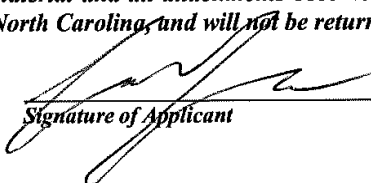
11. The effectiveness with which the proposal protects and preserves the ecologically sensitive areas within the development.

See attached Exhibit B

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.

Joey Brehm
Print Name


Signature of Applicant

8/25/22
Date

Exhibit A
to the River Mews Rezoning Application
Applicant and Property Owner Information

Applicant Information

Golden Hour Collective, LLC

(Developer)

Joey Brehm
7803 Glenroy Road #200
Minneapolis, MN 55439
Telephone: (952) 913-8076
Email: joeybrehm.mn@gmail.com

David Bergmark

(Engineering Firm)

McAdams
2905 Meridian Parkway
Durham, NC 27713
Telephone: (919) 449 4005
Email: bergmark@mcadamsco.com

Property Owner Information

River Mews Estate LLC

Manager: Gregory A. Moore

PO Box 979
Cary, NC 27512-0979

Falcon Hamlet LLC

Manager: Gregory A. Moore

PO Box 979
Cary, NC 27512-0979

Exhibit B
to the River Mews Rezoning Application
Project Overview, Consistency Statement, and Master Plan Approval Criteria

I. EXPLANATION OF PROJECT

This document and the accompanying exhibits submitted herewith (collectively, the “Rezoning”) are provided pursuant to Town of Clayton Unified Development Code (“UDC”) provisions for Conditional Zoning Districts. This Rezoning addresses the development of approximately 266 acres located at 1603 NC Hwy 42, on the north side of NC 42 between Glen Laurel Rd and the Neuse River to the east. The property is comprised of two parcels, Tag # 05I04199Q & 05J05001D (the “Property”). The westernmost parcel (Tag # 05I04199Q; NCPIN 167900-32-2667) is within the Town’s corporate limits. The eastern parcel (Tag # 05J05001D; NCPIN 167900-52-5319) is subject to a pending voluntary annexation petition.

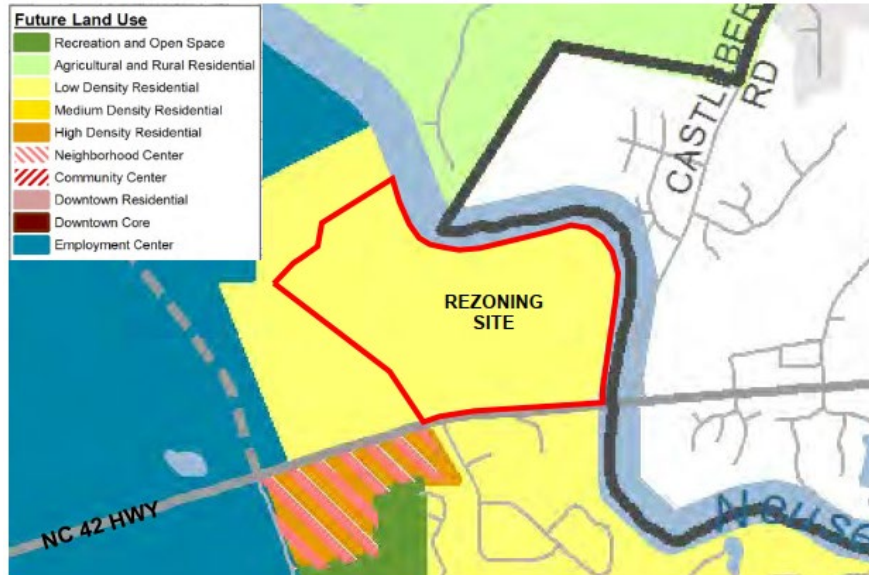
This Rezoning proposes to rezone the Property to Conditional Zoning District Residential (CZ-R) to allow the development of a master planned residential community. It will include a mix of high-quality housing types and community amenities to serve the Town’s growing and increasingly diverse population. Thoughtful building design and site layout will ensure that the community is well integrated with the environmental features on the Property. The community will be linked by gathering areas, open spaces, and walking trails.

II. APPROVAL CRITERIA – REZONING

1. Consistency with the adopted plans of the town.

This Rezoning is generally consistent with the Future Land Use Map (the “FLUM”) and many goals and recommendations of the Town’s Comprehensive Growth Plan (“Growth Plan”).

The Property falls wholly within the area designated on the plan as Low Density Residential (“LDR”). LDR areas are intended to remain predominantly suburban in character and provide for low-density, single-family residential development on smaller lots than those in Rural Residential areas. A mix of residential housing types may occur under a conditional zoning district to support conservation of open space, as long as a gross density of three units per acre is not exceeded. Growth Plan pg. 18. This Rezoning proposes a combination of single family detached homes, attached townhomes, and multifamily apartments with a combined density of 2.63 DUA – consistent with the LDR designation.



Furthermore, this rezoning is consistent with the following Goals, Policies, and Strategies as outlined in the 2045 Comprehensive Growth Plan:

- a) Strategy LU 1.2.2 : Encourage high-quality design in residential projects
 - New developments should be designed to preserve a significant amount of open space. Open space should be located to preserve significant trees, riparian areas, views and environmental constraints such as steep slopes, wetlands and floodplains
 - Apartments should have shared parking lots that are shielded from the street.
- b) Strategy LU 1.6.3 Require development to integrate sidewalks internally and provide pedestrian connections to existing and future adjacent development and/ or destinations
 - Note: The proposed development's Mountains to Sea Trail extension advances this strategy.
- c) Goal LU 3: Encourage a range of housing types and lot sizes that will meet the needs of various income levels, family sizes, and ages.
 - Strategy LU 3.1.2 – Within larger developments encourage higher density housing types to be located in those areas with closest proximity to services, amenities, and infrastructure.
 - Strategy LU 3.1.4 – Encourage or require a mix of lot sizes (2+) in some areas.
 - Strategy LU 3.1.4 – Encourage a range of housing types and styles through the Conditional Zoning process.

- d) Goal PR 1: Support the development of Clayton as a regional destination for recreation and trail-based tourism.
 - Policy PR 1.1 – Increase the number of safe connections to Downtown and surrounding neighborhoods from the Mountains-to-Sea Trail (MST).
- e) Goal PR 2: Develop the Neuse River corridor as a greenway and blueway with multiple access points for hiking, biking, and paddling.
- f) Goal PR 3: Provide all Clayton residents convenient access to a park within a 10-minute walk of their residence.
 - Strategy PR 3.1.4 - Coordinate with landowners, private development and other entities on opportunities and incentive options to provide greenways and parkland that meet the needs identified in this plan and/or the Parks and Recreation Master Plan.
 - Policy PR 3.3 - Increase the amount of integrated, useable, high-quality and connected open space in new development.
- g) Policy NR 1.1 : Preserve key natural areas while accommodating new development.

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

The Property is suitable for the uses proposed by this Rezoning. The Property is currently vacant with the exception of a single existing home and is zoned Planned Development Residential (PD-R). Clayton Planning staff could not locate records for this existing PD-R zoning, and recommended that a new conditional zoning district be established. This Rezoning will allow residential uses in a similar mix as was typical under the Town's former PDR rules, at a density in agreement with the Town's Future Land Use Plan. The location of townhomes and apartments closer to NC 42 will support the efficient provision of public services, improve the performance of transportation networks, and help preserve open space elsewhere on the site.

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

The surrounding area is currently predominately comprised of detached single-family lots, with some multifamily and non-residential to the southwest on the opposite side of NC 42. This Rezoning will allow additional residential uses, improving the balance of uses proposed and currently existing, and help to meet the demand for additional housing.

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

Adequate public facilities, including schools, roads/streets, recreation facilities, wastewater infrastructure, public water, and stormwater infrastructure are either existing or will be improved to meet the demands of the proposed uses.

Schools – The Property is expected to be served by the Johnston County Public School System. According to the Johnston County Public School website, this community is within the attendance area for East Clayton Elementary School, Riverwood Middle School, and Clayton High School.

Roads – The street network will consist of public streets designed in accordance with the Town of Clayton typical street cross sections. Transportation improvements recommended by the accompanying Transportation Impact Analysis shall be incorporated into the master plan and built at appropriate phases to mitigate any impacts reasonably expected from the development.

Recreation – This Rezoning will meet, if not exceed, all UDC requirements for recreation and open space. A minimum of 1245 sq. ft of open space shall be provided per lot/dwelling unit (approximately 20 acres), and a minimum of 25% of the open space shall be active open space (approximately 5 acres).

Stormwater Management – The Property lies within the Neuse River Basin, and is subject to Neuse River Basin nutrient requirements as well as Town of Clayton UDC requirements in place at the time of preliminary plat submittal.

Water and Sewer Infrastructure – The Property will be served by public water and sanitary sewer utility systems. The utilities will be designed to conform with the Town of Clayton standards and specifications. An existing water line along NC 42 will be extended through the Property. Sanitary sewer systems will be phased according to the allocation available from the Town, as described in the accompanying wastewater allocation agreement.

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

The proposed zoning district will not result in violations to the legal provisions of the Town's Code. Through amendments to the UDC, the Conditional Zoning process provides for the possibility of mutually agreeable zoning conditions for this request.

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.

This Rezoning does not adversely affect the adjoining property owners. The proposed uses and development standards for the residential development are consistent with the surrounding area, the Growth Plan, and compatible with the

Property. The Rezoning will improve vehicular and pedestrian connectivity for future development, and any adverse effects will be appropriately mitigated.

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 group will benefit materially to the detriment of the general public from this Rezoning nor development of the Property.

III. APPROVAL CRITERIA – MASTER PLAN

1. **Compliance with code section 155.203(L) and all other applicable requirements of this chapter, or analysis and justification if it deviates from the requirements of this chapter.**

This Rezoning complies with UDC Section 155.203(L) and all other applicable requirements. The proposed development standards and design guidelines defined in this document are appropriate for the residential uses permitted in the CZR district, and are compatible with the surrounding land uses. Except where modified by this document, this Rezoning complies with all standards specified in UDC Section 155.400 through 155.405 related to access, off-street parking and loading, landscaping, screening, buffering, signs, and outdoor lighting.

2. **Consistency with the Clayton General Design guidelines.**

This Rezoning is consistent with the Town of Clayton General Design Guidelines. Except where modified by the rezoning narrative or master plan, the Rezoning complies with all standards specified in UDC Section 155.400 through 155.405 related to access, off-street parking and loading, landscaping, screening, buffering, signs, and outdoor lighting.

3. **Conformance of the proposal with the stated purpose of the requested conditional zoning district.**

The intent of the proposed CZR district is to allow a residential development with a variety of housing types, thoughtful amenities, active recreation space, and large areas of preserved natural open space. Vehicular and pedestrian connectivity will be provided throughout the development in an organized, efficient network of streets, sidewalks, and walking trails. The development shall also help extend the Mountains to Sea trail. The design guidelines and development standards defined below are intended for this type of residential development, and will allow for a well-designed community.

4. **Compatibility of the proposed development with the adjacent community.**

The proposed development is limited to residential uses, including single family detached lots, townhouses, and multifamily units. These proposed uses, and the development standards restricting those uses, are compatible with the adjacent communities, which are zoned for and currently used for low density residential uses.

5. The quality of design intended for each component of the project and the ability of the overall development plan to ensure a unified, cohesive environment at full build-out.

The proposed development standards defined below and the master plan will ensure quality of design across the entire development, which is a significant 266 acres in area. The overall site layout is designed to create a cohesive environment by positioning the denser residential uses closer to NC 42, with centralized open spaces creating natural community gathering locations. The master plan features a creative integration of the residential uses, active open space, and the preserved open space to create a cohesive environment. The design guidelines will ensure quality architectural features that are consistent across the community.

6. Compatible relationship between each component of the overall project.

This Rezoning will feature a creative and thoughtful integration of the various residential uses through the use of design guidelines that carry over between each component of the development.

7. Self-sufficiency of each phase of the overall project.

The master plan is designed to ensure appropriate transportation, stormwater, utility, and other infrastructure improvements are completed at each phase of the project.

8. Documentation that the proposed infrastructure improvements accommodate the additional impacts caused by the development, or documentation to assure that the development, as proposed, will not overtax the existing public infrastructure systems.

Any additional impacts caused by the development have been considered when designing the master plan. A Traffic Impact Analysis recommended multiple improvements, which have been accounted for in the master plan, and a Wastewater Allocation Agreement ensures that this Rezoning will not overtax public utilities.

9. The fiscal impact of the proposal and the proposed financing or required improvements.

Financing for the development will be provided by the developer. By approval of this rezoning, the Town will benefit from the additional tax base and the development of the Property in a manner consistent with the Growth Plan.

10. The success of the proposal in providing adequate pedestrian and bicycle links within the development and with the adjacent community.

All streets within the development will provide public sidewalks and accessibility in accordance with Town standards. This Rezoning will establish several new street stub to facilitate future development and increase connectivity with the surrounding area. Sidewalks and walking trails will provide links between the different areas of the large community and connect the various amenities and active open spaces. A public greenway will be established to serve as part of the Mountains to Sea Trail.

11. The effectiveness with which the proposal protects and preserves the ecologically sensitive areas within the development.

The Property has significant areas within the floodplain and areas of steep slopes, as defined by UDC Section 155.500. This Rezoning is proposing to preserve over 80 acres of Resource Conservation Area, including property within the floodplain, wetlands, and steep slopes. This Rezoning will also provide over 40 acres of passive open space and approximately 7 acres of improved open space.



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: River Mews **Address or PIN #:** 167900-32-2667, 167900-52-5319

AGENT/APPLICANT INFORMATION:

Joey Brehm- Golden Hour Collective, LLC
(Name - type, print clearly)

David Bergmark; McAdams
(Name - type, print clearly)

7803 Glenroy Road #200; Minneapolis, MN 55439
(Address)

2905 Meridian Parkway; Durham, NC 27713
(Address)

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*):

Conditional Zoning w/ Master Plan

Annexation

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:

Gregory A. Moore, by Luther J. Starling, Jr. *Att. in Fact*
(Name - type, print clearly)

P.O. Drawer 1960
(Address)

Gregory A. Moore By Luther J. Starling, Jr.
(Owner's Signature)

Smithfield, NC 27577
(City, State, Zip)

STATE OF

COUNTY OF

NC

WAKE

Sworn and subscribed before me Russell E. Meinert, a Notary Public for the above State and County, this the 22nd day of August, 2022.

SEAL



[Signature]
Notary Public
Commission Expires:

11-09-2023

July 2018

Adjacent Property Owner List (River Mews Conditional Rezoning)

Address 1	Address 2	City, State Zip
RIVER MEWS ESTATE LLC	PO BOX 979	CARY, NC 27512-0979
STRICKLAND, SEAN T	865 SANDERS RD	BENSON, NC 27504-0000
BULLOCK, ALLEN RAY & DAVIE DIXON	343 CASTLEBERRY RD	CLAYTON, NC 27527
GURLEY, HEATH BRANDON	405 CASTLEBERRY RD	CLAYTON, NC 27527-6257
COUNTY OF JOHNSTON	PO BOX 1049	SMITHFIELD, NC 27577-0000
MCKENZIE, RONALD E. & JULIA ANN	299 CASTLEBERRY RD	CLAYTON, NC 27527-4500
SMITH, JULIAN SMITH, DONNA	375 CASTLEBERRY RD	CLAYTON, NC 27527-6256
VILLAGE ON THE NEUSE TOWNHOMES ASSOCIATES INC	205 W MILLBROOK RD STE 210	RALEIGH, NC 27609-4697
RGC 1, LLC	114 W MAIN ST	CLAYTON, NC 27520-2396
FALCON HAMLET LLC	PO BOX 979	CARY, NC 27513-0979
FINCH, JOSHUA FLOWERS; FINCH, JORDAN WHITE	4884 NC HIGHWAY 42 E	CLAYTON, NC 27527-8870
NARRON, TODD	25 DRAYTON ST	CLAYTON, NC 27527-9083
MOORE, GREGORY A	PO BOX 979	CARY, NC 27512-0000
FALCON'S RIDGE LLC	PO BOX 979	CARY, NC 27512-0000
FSC I LLC	400 RIVERWOOD DR	CLAYTON, NC 27527-0000
RGC 1, LLC	114 W MAIN ST	CLAYTON, NC 27520-2396
HUNT, ROBERT B HUNT, MARGARET H	1441 NC HIGHWAY 42 E	CLAYTON, NC 27527-8056
SLONECKER, ERIC SLONECKER, SHELLY	4129 MITTGLEN LN	CARY, NC 27518-5302
HUNT, MARK BRAME; HUNT, JILL S	1539 NC HIGHWAY 42 E	CLAYTON, NC 27527-8011
WILSON, STEVENSON EARL WILSON, MARJORIE	2000 FOX RIDGE ROAD	CLAYTON, NC 27527-0000
CATERPILLAR INC	100 NE ADAMS STREET	PEORIA, IL 61629-4295
CORDELL, NICOLE	2001 FOX RIDGE RD	CLAYTON, NC 27527-9238
LWB CLAYTON APARTMENTS, LLC	PO BOX 1328	CARY, NC 27512-1328
AQUA NORTH CAROLINA INC	202 MACKENAN DR	CARY, NC 27511-6447
FLOWERS HOLDING COMPANY LLC	4880 NC HIGHWAY 42 E	CLAYTON, NC 27527-8870
EDWARDS, JAMES JONATHAN & REGINA MAE	12491 HUTTON DR	WALTON, KY 41094-9763
KALLAS, KALUS JOEL & MARY HANNON	2082 WOODBERRY DR	CLAYTON, NC 27527



River Mews

CONDITIONAL ZONING MASTER PLAN NARRATIVE

Town of Clayton
August 26, 2022

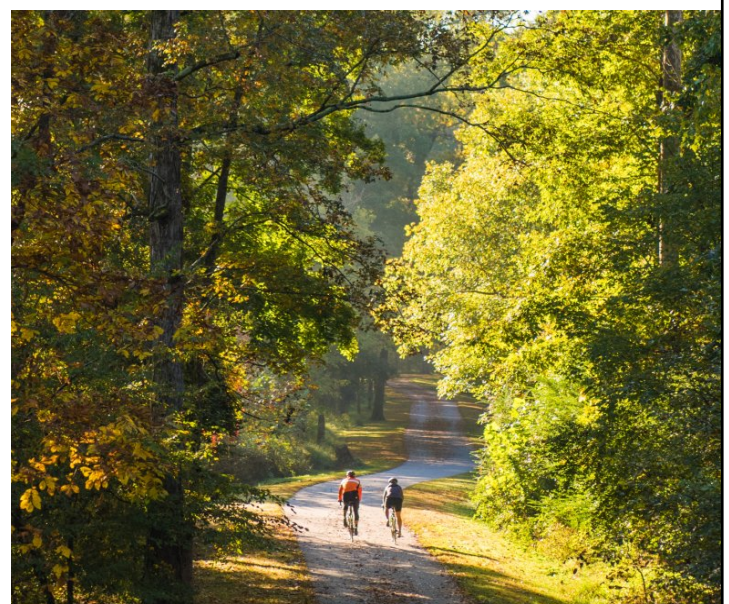


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RIVER MEWS

Conditional Zoning District - Narrative
Document Prepared for The Town of Clayton

Submittal Dates

First Submittal:	8/26/22
Second Submittal:	10/27/22
Third Submittal:	3/13/23
Fourth Submittal:	4/7/23

Developer

Golden Hour Collective,
LLC 7803 Glenroy Road
#200 Minneapolis, MN
55439

McAdams Company, Design Lead

2905 Meridian Parkway
Durham NC 27113





1

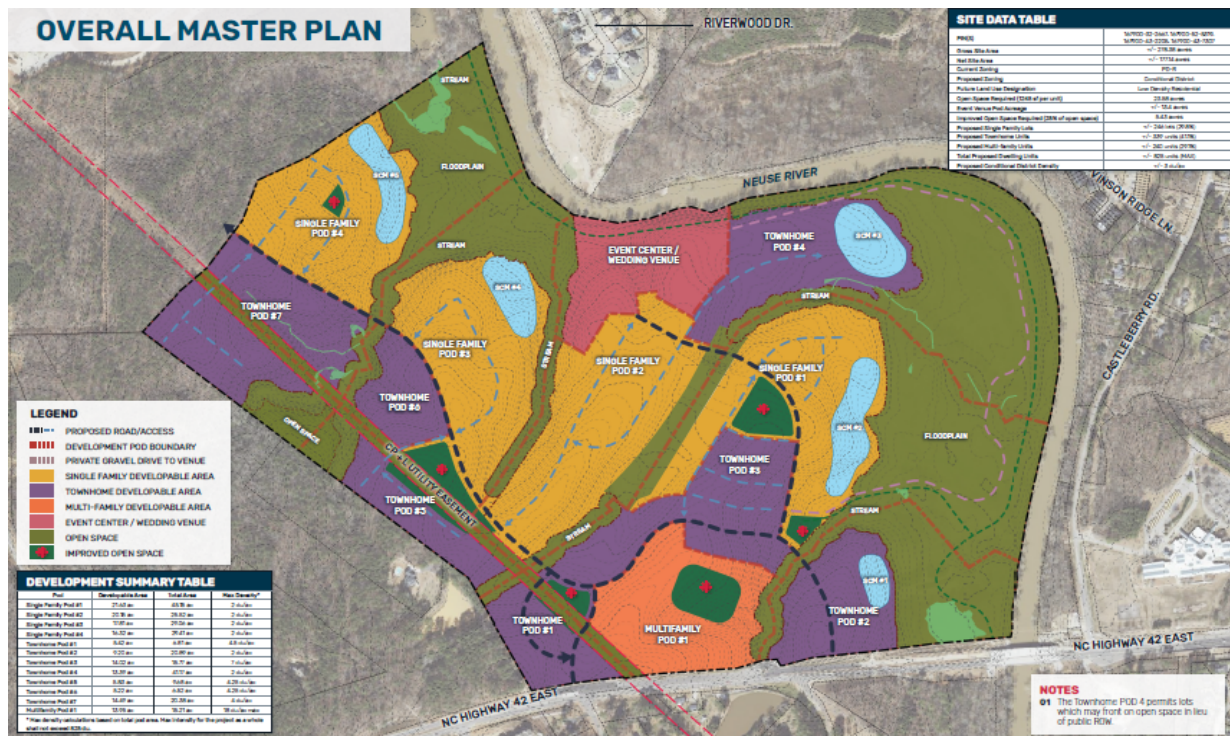
VISION + INTENT

Images are illustrative in nature and are not intended to be considered or applied as project commitments or concrete representations of project elements.

VISION + INTENT

As referenced in Section 155.705 of the Town of Clayton Code of Ordinances, Conditional Zoning districts are intended to provide greater flexibility for development applications which may otherwise be unable to be achieved through traditional subdivision and conventional district rezoning. As shown in the following pages, River Mews is structured to embody and support excellence in site design, circulation, use coordination, and compatibility with neighboring properties. The Conditional Zoning District encourages creativity and innovation in the design of development, but in return for this flexibility the expectation is for communities to:

- Provide exceptional design, character, and quality in a cohesive manner so as to create a unified development.
- Ensure compatibility with surrounding land uses and neighborhood character
- Further the goals of the Comprehensive Plan
- Ensure self-sufficiency in each phase of the overall project
- Provide adequate pedestrian and bicycle links (internal and external)
- Protect and preserve the ecologically sensitive areas within the development
- Ensure that the proposed infrastructure improvements accommodate the additional impacts caused by the development.

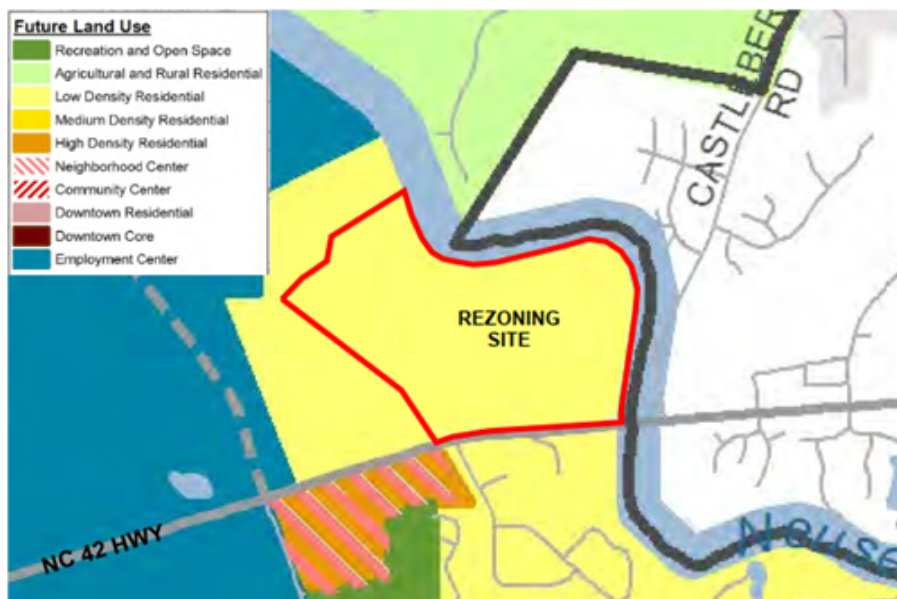


THE RIVER MEWS CONDITIONAL ZONING DISTRICT MEETS THE REQUIRED APPROVAL CRITERIA AS FOLLOWS:

Consistency with the adopted plans of the Town.

This Rezoning is consistent with the Future Land Use Map (the “FLUM”) and many goals and recommendations of the Town’s Comprehensive Growth Plan (“Growth Plan”).

The Property falls wholly within the area designated on the plan as Low Density Residential (“LDR”). LDR areas are intended to remain predominantly suburban in character and provide for low-density, single-family residential development on smaller lots than those in Rural Residential areas. A mix of residential housing types may occur under a conditional zoning district to support conservation of open space, as long as a gross density of three units per acre is not exceeded (Growth Plan pg. 18). This Rezoning proposes a combination of single family detached homes, attached townhomes, and multifamily apartments with a combined density of 3 DUA – consistent with the LDR designation.



Furthermore, this rezoning is consistent with the following Goals, Policies, and Strategies as outlined in the 2045 Comprehensive Growth Plan:

- a) Strategy LU 1.2.2 : Encourage high-quality design in residential projects
 - o New developments should be designed to preserve a significant amount of open space. Open space should be located to preserve significant trees, riparian areas, views and environmental constraints such as steep slopes, wetlands and floodplains
 - o Apartments should have shared parking lots that are shielded from the street.
- b) Strategy LU 1.6.3 Require development to integrate sidewalks internally and provide pedestrian connections to existing and future adjacent development and/ or destinations
 - o Note: The proposed development's Mountains to Sea Trail extension advances this strategy.
- c) Goal LU 3: Encourage a range of housing types and lot sizes that will meet the needs of various income levels, family sizes, and ages.
 - o Strategy LU 3.1.2 – Within larger developments encourage higher density housing types to be located in those areas with closest proximity to services, amenities, and infrastructure.
 - o Strategy LU 3.1.4 - Encourage or require a mix of lot sizes (2+) in some areas.
 - o Strategy LU 3.1.4 - Encourage a range of housing types and styles through the Conditional Zoning process.
- d) Goal PR 1: Support the development of Clayton as a regional destination for recreation and trail-based tourism.
 - o Policy PR 1.1 – Increase the number of safe connections to Downtown and surrounding neighborhoods from the Mountains-to-Sea Trail (MST).
- e) Goal PR 2: Develop the Neuse River corridor as a greenway and blueway with multiple access points for hiking, biking, and paddling.
- f) Goal PR 3: Provide all Clayton residents convenient access to a park within a 10-minute walk of their residence.
 - o Strategy PR 3.1.4 - Coordinate with landowners, private development and other entities on opportunities and incentive options to provide greenways and parkland that meet the needs identified in this plan and/or the Parks and Recreation Master Plan.
 - o Policy PR 3.3 - Increase the amount of integrated, useable, high-quality and connected open space in new development.
- g) Policy NR 1.1 : Preserve key natural areas while accommodating new development.

THE RIVER MEWS CONDITIONAL ZONING DISTRICT MEETS THE REQUIRED APPROVAL CRITERIA AS FOLLOWS:

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

The Property is suitable for the uses proposed by this Rezoning. The Property is currently vacant with the exception of a single existing home and accessory structures and is zoned Planned Development Residential (PD-R). Clayton Planning staff could not locate records for this existing PD-R zoning, and recommended that a new conditional zoning district be established. This Rezoning will allow residential uses in a similar mix as was typical under the Town's former PDR rules, at a density in agreement with the Town's Future Land Use Plan. The location of townhomes and apartments closer to NC 42 will support the efficient provision of public services, improve the performance of transportation networks, and help preserve open space elsewhere on the site.

Impact of proposed changes on the balance of uses or specific demands in the Town.

The surrounding area is currently predominately comprised of detached single-family lots, with some multifamily and non-residential to the southwest on the opposite side of NC 42. This Rezoning will allow additional residential uses, improving the balance of uses proposed and currently existing, and help to meet the demand for additional housing.

Capacity of adequate public facilities and services (schools, roads, recreation, water, wastewater, stormwater)

Adequate public facilities, including schools, roads/streets, recreation facilities, wastewater infrastructure, public water, and stormwater infrastructure are either existing or will be improved to meet the demands of the proposed uses.

Schools – The Property is expected to be served by the Johnston County Public School System. According to the Johnston County Public School website, this community is within the attendance area for East Clayton Elementary School, Riverwood Middle School, and Clayton High School. Clayton High is included on the 2022-2023 JCPS Capped Schools List.

Roads – The street network will consist of public streets designed in accordance with the Town of Clayton typical street cross sections. Transportation improvements recommended by the accompanying Transportation Impact Analysis shall be incorporated into the master plan and built at appropriate phases to mitigate any impacts reasonably expected from the development.

Recreation – This Rezoning will meet, if not exceed, all UDC requirements for recreation and open space. A minimum of 1245 sq. ft of open space shall be provided per lot/dwelling unit, and a minimum of 25% of the open space shall be active open space (approximately 5 acres). Additionally, the developer has offered to dedicate land for public open space along the Neuse River. Details on this land dedication shall be provided in a subsequent development agreement.

Stormwater Management – The Property lies within the Neuse River Basin, and is subject to Neuse River Basin nutrient requirements as well as Town of Clayton UDC requirements in place at the time of preliminary plat submittal.

Water and Sewer Infrastructure – The Property will be served by public water and sanitary sewer utility systems. The utilities will be designed to conform with the Town of Clayton standards and specifications. An existing water line along NC 42 will be extended through the Property. Sanitary sewer systems will be phased according to the allocation available from the Town, as described in the accompanying wastewater allocation agreement.

THE RIVER MEWS CONDITIONAL ZONING DISTRICT MEETS THE REQUIRED APPROVAL CRITERIA AS FOLLOWS:**Adherence with the legal purposes for which zoning exists**

The proposed zoning district will not result in violations to the legal provisions of the Town's Code. Through amendments to the UDC, the Conditional Zoning process provides for the possibility of mutually agreeable zoning conditions for this request.

Determination of no adverse impact on adjoining property owners (or justification for any impact)

This Rezoning does not adversely affect the adjoining property owners. The proposed uses and development standards for the residential development are consistent with the surrounding area, the Growth Plan, and compatible with the Property. The Rezoning will improve vehicular and pedestrian connectivity for future development, and any adverse effects will be appropriately mitigated.

No material benefit from property owner(s) to the detriment of the general public

No group will benefit materially to the detriment of the general public from this Rezoning nor development of the Property.



2 EXISTING CONDITIONS

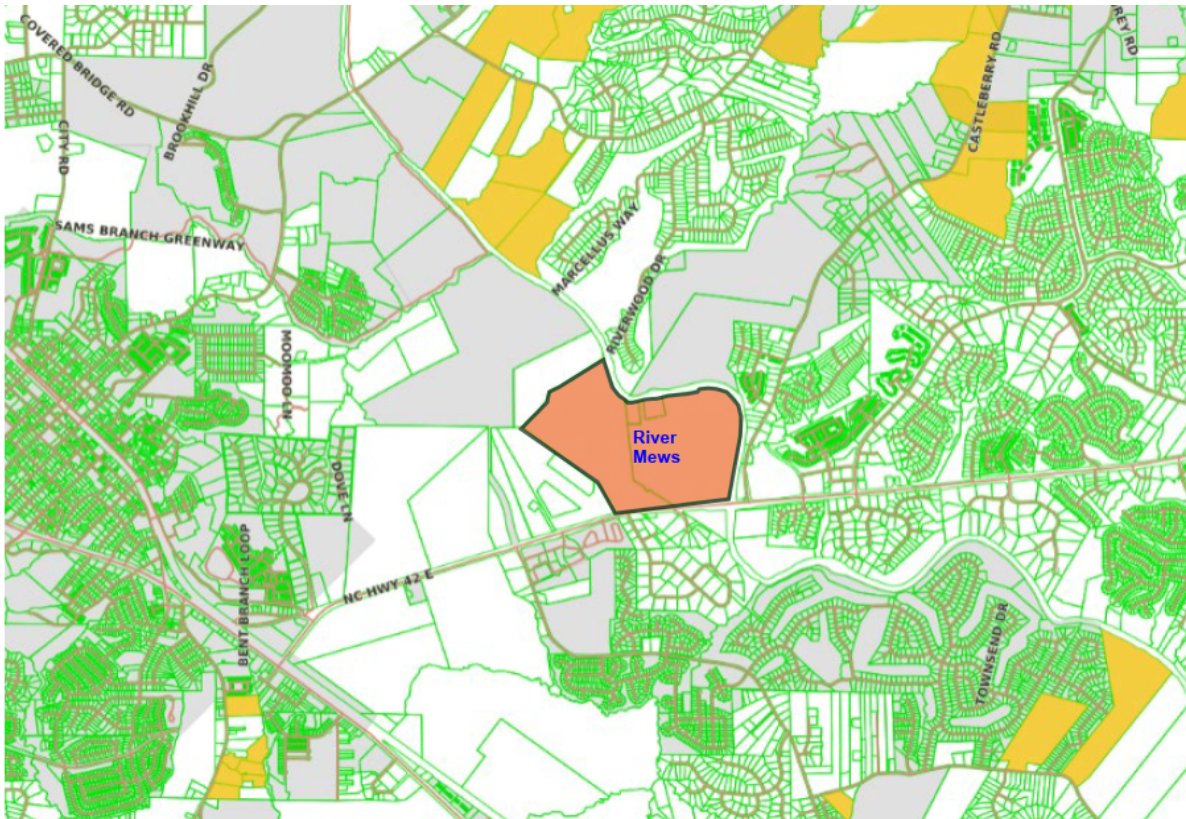
EXISTING CONDITIONS SUMMARY

River Mews is located on four parcels (+/- 274.93 acres; NCPIN # 167900-32-2667, 167900-52-5319, 167900-43-2205, 167900-43-7307) along NC 42 HWY and the Neuse River. The parcels are located on the north side of NC 42, with the Neuse River forming much of eastern and northern property boundary. All parcels have been annexed into the Town of Clayton's corporate limits.

The site generally slopes to the east and north towards the floodplain of the Neuse River, with variable slopes generated by its tributaries traversing the property. All jurisdictional streams will be preserved during development with limited stream crossings to accommodate required transportation connections. The site is also subject to jurisdictional wetlands which extend outside of riparian buffers in some locations. Stands of trees dominate the western portion of the site, with a mix of evergreens and hardwoods. The eastern portion of the site has been subject to clearing in the past, and includes an existing dwelling, associated structures, and paved drives.

VICINITY MAP

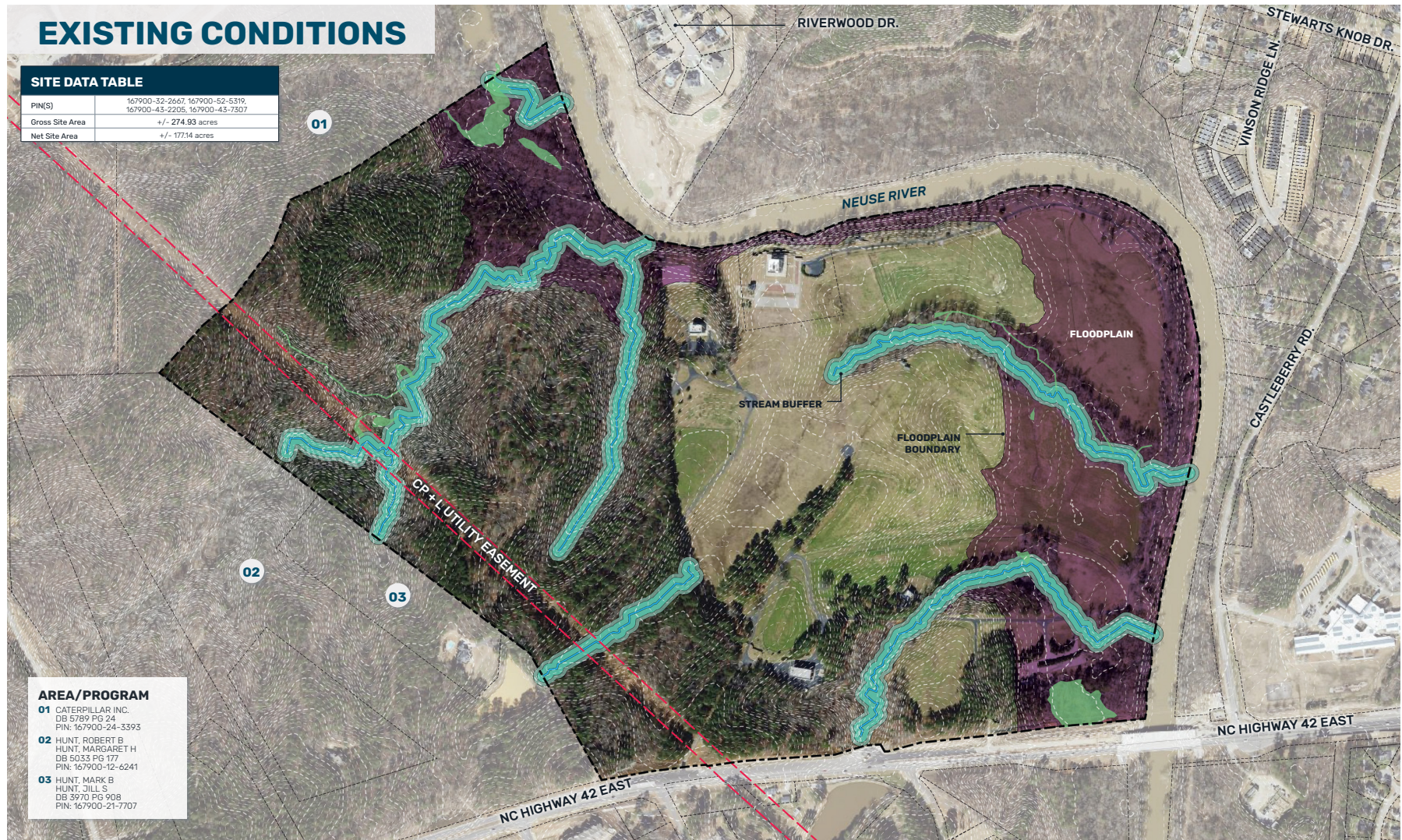
EXISTING
CONDITIONS



EXISTING CONDITIONS

SITE DATA TABLE

PIN(S)	167900-32-2667, 167900-52-5319, 167900-43-2205, 167900-43-7307
Gross Site Area	+/- 274.93 acres
Net Site Area	+/- 177.14 acres



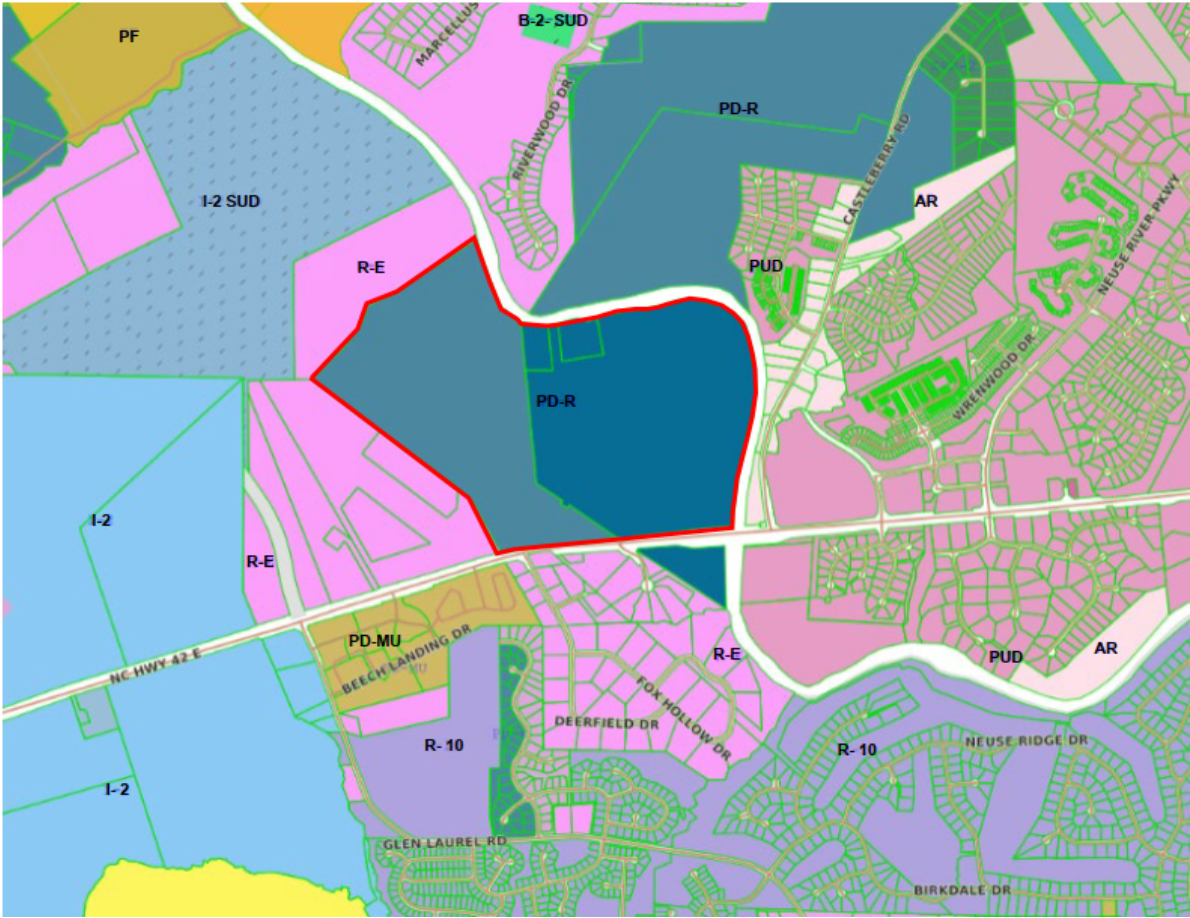
PREPARED FOR:
DORAN COMPANIES
DRN21001

RIVER MEWS CONDITIONAL DISTRICT MASTER PLAN CLAYTON, NC



02
03.10.2023

CURRENT ZONING MAP



EXISTING
CONDITIONS



3

PUD MASTER PLAN

Images are illustrative in nature and are not intended to be considered or applied as project commitments or concrete representations of project elements.

RESIDENTIAL CONDITIONAL DISTRICT MASTER PLAN

DEVELOPMENT DETAILS

River Mews is planned as a mixed use residential conditional district consisting of a maximum of 825 units, designed to the Conditional District standards of the Town of Clayton Unified Development Code. River Mews will provide a variety of housing choices for future residents as well as well-designed and multi-functional recreational amenities. The development will establish pedestrian connections along the eastern portion of the site bordering the Neuse River and connecting to key amenities, while preserving a significant amount of Resource Conservation Area (RCA) comprised of floodplain, wetlands, riparian buffers, and steep slopes.

Additionally, River Mews includes a +/- 13 acre Non-residential POD established to support an intended Event Venue or Hotel/Motel/Bed & Breakfast use. This use is further described on the following page.

CONDITIONAL DISTRICT

RES. DEVELOPMENT MIX

	Maximum # of Units	Estimated Percentage of Dev.
• Single Family Dwellings	246	29.8%
• Townhomes	339	41.1%
• Multifamily Dwellings	240	29.1%

PERMITTED USES

With the approval of the River Mews Conditional District, the following uses would be permitted by right, within the general areas identified in the associated master plan (subject to administrative site plan/subdivision plan approval).

- Apartments
- Townhouse
- Single Family House
- Assembly (limited to the non-residential POD)*
- Park
- Stable, Private (limited to the non-residential POD)
- Bed and Breakfast (limited to the non-residential POD)**
- Hotel/Motel (limited to the non-residential POD)***
- Parking Lot (limited to the non-residential POD or satellite overflow locations identified on the plan)
- Utility, Minor
- Accessory Dwelling Unit
- Food Truck

*NOTE: Any event venue within the specified area shall be permitted to allow overnight stay of guests.

**NOTE: Any parking located between the primary use and a public ROW shall be screened with a Class C Buffer Yard.

***NOTE: Where public ROW separates parking from a residential lot, the ROW may count as the required 50' separation between a hotel/motel use and any property line adjoining a residential district or use.

EVENT VENUE SUMMARY

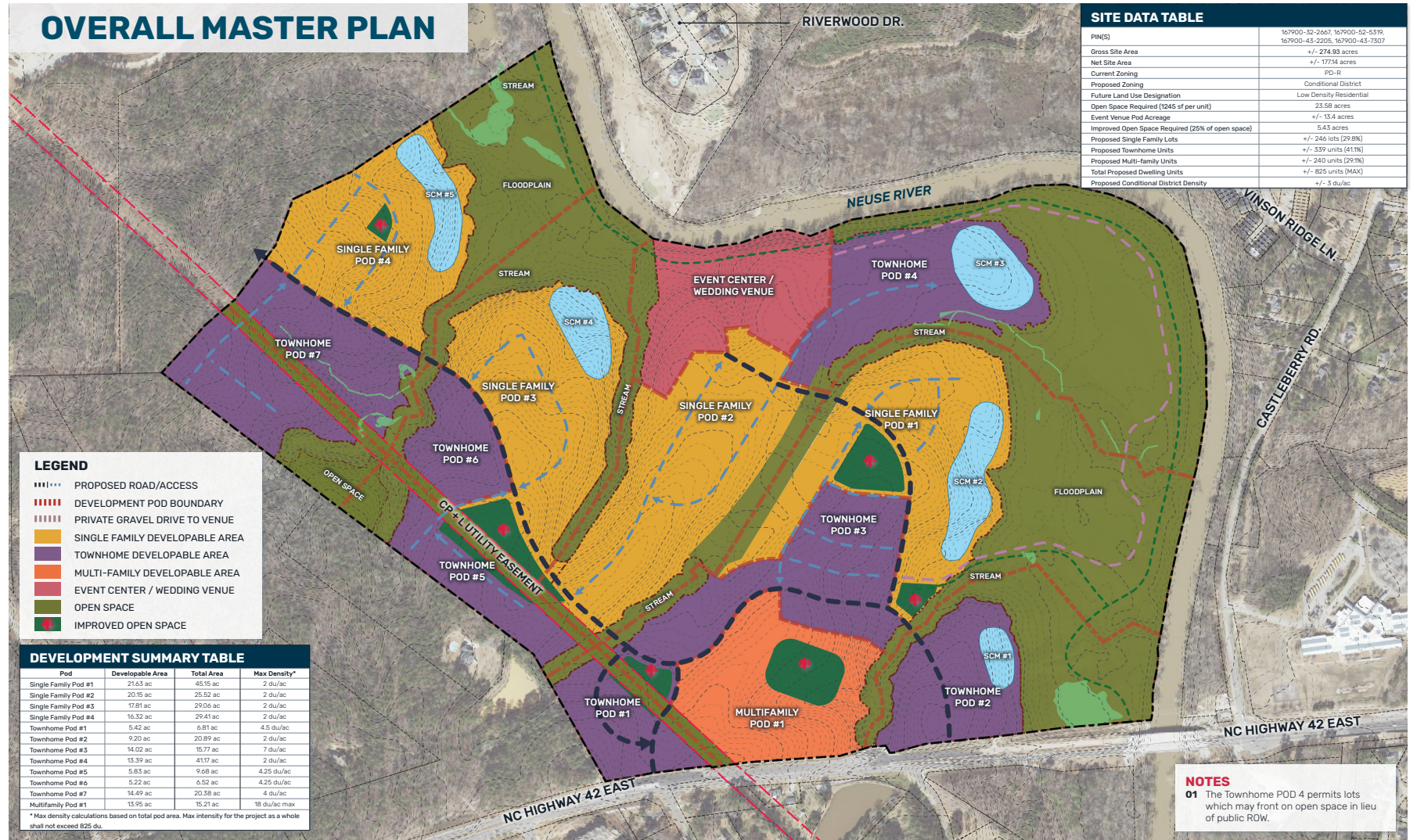
This site includes an existing estate home and severally ancillary structures with impressive architectural features which the applicant wishes to re-purpose. Along the northern edge of the site fronting the Neuse River, the estate home and stables are located within a +/- 13 acre POD intended to serve as a private event center, wedding venue, or small boutique hotel. This use would be classified as an 'Assembly Use' under the UDO.

Preliminary discussions with town council indicates support for the redevelopment of the site so long as the estate home and related buildings are preserved and re-purposed. In addition to providing an opportunity for economic development and a unique experience for clients, the event space will also serve the future residents of the River Mews community as a gathering space for outdoor events, HOA meetings, concerts, picnics, etc.

The Town of Clayton is also welcome to use the event space for daytime staff events or retreats at a discounted rate. Further details regarding the event space will be outlined in the developer agreement.



OVERALL MASTER PLAN



SITE DATA TABLE	
PIN(S)	167900-32-2667, 167900-52-5319, 167900-43-2205, 167900-43-7307
Gross Site Area	+/- 274.83 acres
Net Site Area	+/- 177.54 acres
Current Zoning	PD-R
Proposed Zoning	Conditional District
Future Land Use Designation	Low Density Residential
Open Space Required (1245 sf per unit)	23.58 acres
Event Venue Pod Acreage	+/- 13.4 acres
Improved Open Space Required (25% of open space)	5.43 acres
Proposed Single Family Lots	+/- 246 lots (29.8%)
Proposed Townhome Units	+/- 339 units (41.1%)
Proposed Multi-family Units	+/- 240 units (29.1%)
Total Proposed Dwelling Units	+/- 825 units (MAX)
Proposed Conditional District Density	+/- 3 du/ac

- LEGEND**
- PROPOSED ROAD/ACCESS
 - DEVELOPMENT POD BOUNDARY
 - PRIVATE GRAVEL DRIVE TO VENUE
 - SINGLE FAMILY DEVELOPABLE AREA
 - TOWNHOME DEVELOPABLE AREA
 - MULTI-FAMILY DEVELOPABLE AREA
 - EVENT CENTER / WEDDING VENUE
 - OPEN SPACE
 - IMPROVED OPEN SPACE

DEVELOPMENT SUMMARY TABLE			
Pod	Developable Area	Total Area	Max Density*
Single Family Pod #1	21.63 ac	45.15 ac	2 du/ac
Single Family Pod #2	20.15 ac	25.52 ac	2 du/ac
Single Family Pod #3	17.81 ac	29.06 ac	2 du/ac
Single Family Pod #4	16.32 ac	29.41 ac	2 du/ac
Townhome Pod #1	5.42 ac	6.91 ac	4.5 du/ac
Townhome Pod #2	9.20 ac	20.89 ac	2 du/ac
Townhome Pod #3	14.02 ac	15.77 ac	7 du/ac
Townhome Pod #4	13.39 ac	41.17 ac	2 du/ac
Townhome Pod #5	5.83 ac	9.68 ac	4.25 du/ac
Townhome Pod #6	5.22 ac	6.52 ac	4.25 du/ac
Townhome Pod #7	14.49 ac	20.38 ac	4 du/ac
Multifamily Pod #1	15.95 ac	15.21 ac	16 du/ac max

* Max density calculations based on total pod area. Max intensity for the project as a whole shall not exceed 825 du.

NOTES
 01 The Townhome POD 4 permits lots which may front on open space in lieu of public ROW.

QUALITY / COHESIVE DESIGN

River Mews is a mixed residential, compact development consisting of a combination of single-family detached homes, attached townhomes, and multifamily units. As shown in the associated Master Plan, River Mews is divided into **13** residential PODs according to the primary residential use, as well as 1 non-residential POD supporting a potential Event Venue/Boutique Hotel use. This development mix is intended to provide an array of housing options to better serve the community, as well as allow neighborhood residents to purchase new dwelling units according to their particular needs without having to leave the community they have become a part of.

The more intense residential products are deliberately placed closer to NC 42, where both existing and planned infrastructure best supports them. In order to create more natural transitions to future neighborhoods, lower density single-family PODs have been placed along the site's northwestern boundary. Two principal amenity sites for the development has been located along the site's primary N-S and E-W roads. These locations provide central access to recreational amenities for future residents.

In order to provide a more scenic route to the event center/wedding venue, the developer has included a gravel 2-way private drive leading to the event center through the floodplain. This approach will also reduce the impact of periodic event traffic on the residential subdivision. The applicant shall secure all required environmental permits required to create said connection.

Per the Town's UDC requirements, a 15' Type C landscaped buffer will be installed (or alternatively preserved) along the perimeter of the project in order to create visual screening between the proposed development and adjoining properties or rights-of-way.

BIKE / PEDESTRIAN CONNECTIVITY

The roadway extending from the eastern entrance drive shall serve as the primary transportation hub for the community - linking the site's various PODs and connecting to future neighborhoods to the northwest. To facilitate pedestrian access, all public streets within the development will have sidewalk on both sides of the road (unless otherwise approved by Town staff per existing UDC regulations, based on environmental or other site-specific factors). This same provision would apply to any private streets, were any private streets to be included and approved by the Town.

As shown in the associated Open Space +Trails +RCA Plan, the development will include a pedestrian trail network along the Neuse river. While the trail network displayed on this plan is meant to visually convey the connections which will be formed, the alignment of this network is conceptual in nature. The final alignment of this trail network will be established during the preliminary plat and construction drawings phases, pending further site engineering and environmental permitting. It is the applicant's intention to utilize some existing paved drives (to be retrofitted as needed) as part of the Mountains to Sea Trail connection traversing this property. Furthermore, the developer reserves the right to include additional private trails not identified on the Master Plan, to serve as further extensions of the general trail network displayed.

ENVIRONMENTAL PROTECTION

The River Mews development, due to its location along the Neuse River, is host to a significant number of ecologically sensitive areas in the form of floodplain, wetlands, steep slopes, and riparian buffers. Rather than view this as an impediment, the River Mews aims to incorporate the natural environment into its overall design, providing exposure and access to the natural world for area residents, while limiting environmental impact.

In total, the site includes over 80 acres of sensitive lands categorized by the Town of Clayton as Resource Conservation Areas (RCA). This represents over 30 percent of the entire site. The general location of the RCA are shown on the Open Space page of the Master Plan package (to be further defined during the Preliminary Subdivision Plat and Construction Drawing Phases).

Per the Town of Clayton's UDC regulations, these Resource Conservation Areas will be permanently set aside from development, with the exception of passive uses outlined in the Unified Development Code (UDC) or as otherwise permitted by the Town of Clayton.

All stream buffers shall be protected according to applicable State and Local riparian buffer regulations. The site design was deliberately created to limit riparian impacts in the form of stream crossings, with only those crossings deemed essential to vehicular and pedestrian connectivity retained (to be further defined in the Preliminary Subdivision Plat and Construction Drawing Phases). Development of this site will also involve the re-establishment of a riparian buffer which was inappropriately buried in the past, bringing this area of the site back into its natural state.

PHASING

It is the intent of the applicant to progress development as soon as possible, contingent upon available sewer capacity and planned sewer infrastructure improvements. A preliminary phasing plan is included in the Master Plan package associated with this project to demonstrate how existing and planned utility extensions and infrastructure improvements will influence phasing of the project. However, the applicant is requesting the ability to pursue multiple phases simultaneously if desired. Further sub-phasing of the site (in general alignment with the phasing submitted with this Conditional District proposal) may occur as the development progresses. Phasing is intended to stage utility extensions, infrastructure improvements, and platting of lots. Grading of the site may deviate from the phase lines shown, in the event that further grading and soils analysis demonstrates the need to shift soil from one area of the site to another in order to achieve comprehensive grading needs.

- 1) In order to ensure adequate recreational amenities are available to future residents of the project, the applicant hereby commits to begin construction of a pool and clubhouse prior to 375 units/lots receiving their Certificate of Occupancy.

FRONT LOADED SINGLE-FAMILY DWELLINGS

MODIFICATIONS TO UDC STANDARDS

The Town of Clayton UDC requires that any lot less than 42' in width be accessed via an alley or rear lane access and that any SFD detached lot be a minimum of 6000 sq. ft in size. In order to accommodate a more compact design that supports preservation of environmental sensitive features, this project would permit front-loading of lots 42' and larger and SFD detached lots with a minimum lot size of 5000 sq. ft. The applicant has offered tailored architectural standards for these units as a condition of the zoning approval.

To encourage interaction between the public and private realm, front-loaded single-family dwellings in River Mews will permit a minimum front setback of 15' feet, rather than the UDC requirement of 25 feet. A minimum driveway length of 25' shall be required, ensuring a greater garage setback to accommodate parked vehicles without impeding pedestrian movement on the sidewalk.

FRONT LOADED SFD DIMENSIONAL STANDARDS

> Min. Lot Area	5000 sf
> Min. Lot Width	42'
> Front Setback (min)	15' (25' for face of garage)
> Side Setback (min)	5' (15' on street side)
> Rear Setback (min)	25'
> Maximum building height	35'
> Maximum impervious surface	60%
> Driveway Length	25'

REAR LOADED SINGLE-FAMILY DWELLINGS

MODIFICATIONS TO UDC STANDARDS

The Town of Clayton UDC requires that any SFD detached lot be a minimum of 6000 sq. ft in size. In order to accommodate a more compact design that supports preservation of environmental sensitive features, this project would permit rear-loading SFD detached lots with a minimum lot size of 5000 sq. ft. Rear-loaded lots will front public ROW, but driveway access would be provided by an alley to the rear of the dwelling. The applicant has offered tailored architectural standards for these units as a condition of the zoning approval.

CONDITIONAL
DISTRICT

REAR LOADED SFD DIMENSIONAL STANDARDS

- | | |
|------------------------------|-------------------------|
| > Min. Lot Area | 5000 sf |
| > Min. Lot Width | 42' |
| > Front Setback (min) | 10' |
| > Side Setback (min) | 5' (10' on street side) |
| > Rear Setback (min) | 15' |
| > Maximum building height | 35' |
| > Maximum impervious surface | 60% |
| > Driveway Length | 20' |

TOWNHOUSES

MODIFICATIONS TO UDC STANDARDS

The Town of Clayton UDC requires that any Townhome have a minimum lot area of 3000 SF. In order to accommodate a more compact design that supports preservation of environmental sensitive features, this project would permit Townhomes with a minimum lot area of 2000 SF or more. The applicant has offered tailored architectural standards for these units as a condition of the zoning approval.

To encourage interaction between the public and private realm, rear-loaded Townhomes in River Mews will permit a minimum front setback of 10' feet, rather than the UDC requirement of 25 feet.

River Mews will include both front-loaded and rear loaded townhomes. The UDC requires all front-loaded Townhomes have garages which do not exceed 50% of the front facade width. As a condition of approval, front-loaded Townhomes in River Mews shall be exempt from this standard. However, in order to limit the garage and driveway dominance within the front yard, all front-loaded Townhomes within this development shall use 1-car garages.

REAR-LOADED TOWNHOUSE DWELLING DIMENSIONAL STANDARDS

- | | |
|------------------------------|---------|
| • Min Lot Area | 2000 SF |
| • Front Setback (min.) | 10' |
| • Building Separation (min.) | 20' |
| • Rear Setback (min.) | 15' |
| • Side Street Setback (min.) | 10' |
| • Max Height | 35' |
| • Min Lot Width | 20' |

FRONT-LOADED TOWNHOUSE DWELLING DIMENSIONAL STANDARDS

- | | |
|-----------------------------|------------------------------|
| • Min. Lot Area | 2000 SF |
| • Min. Lot Width | 20' |
| • Front Setback (min) | 15' (25' for face of garage) |
| • Side Street Setback (min) | 10' |
| • Rear Setback (min) | 15' |
| • Max Height | 35' |
| • Min. Driveway Length | 25' |

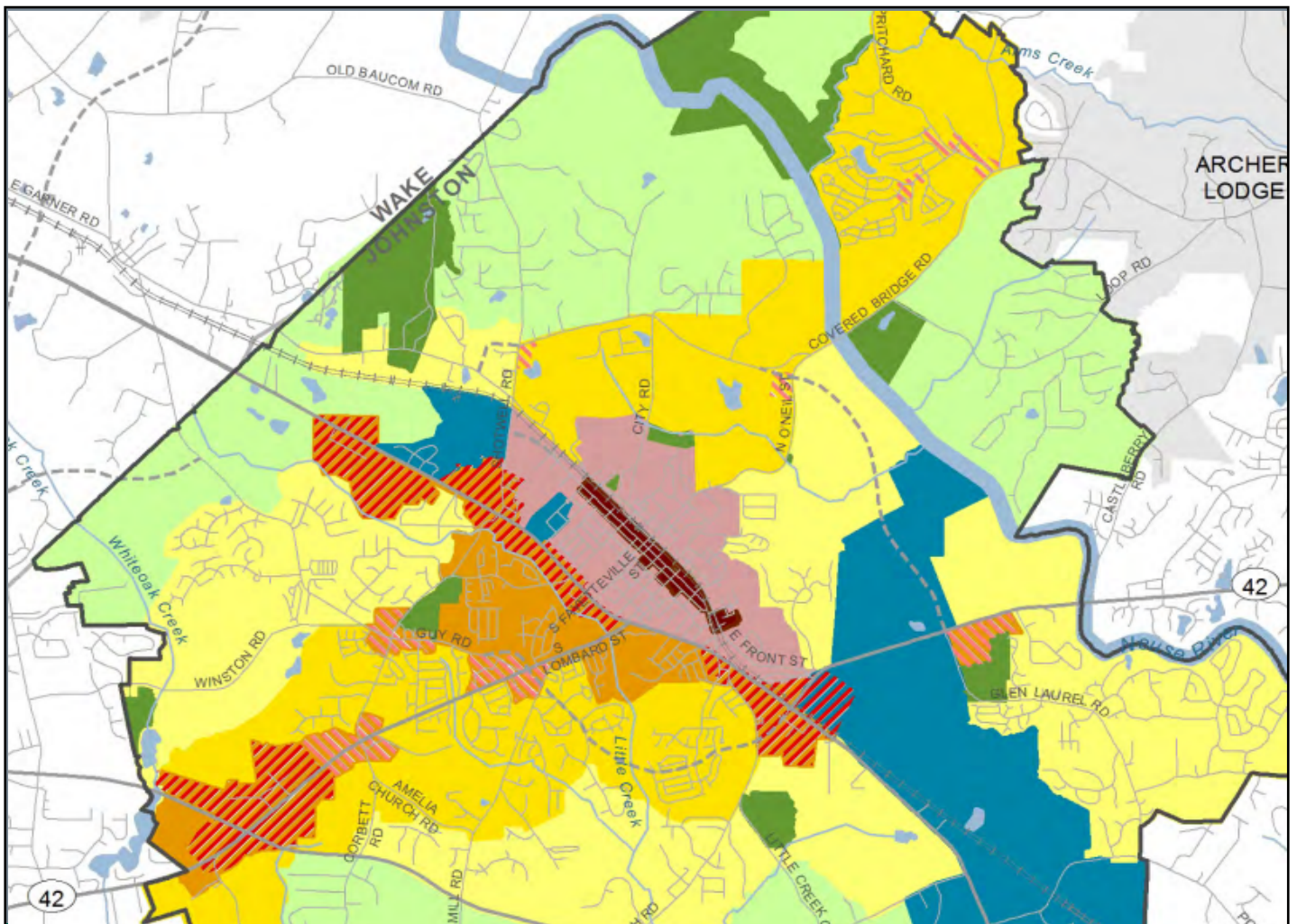
APARTMENTS

The only modification requested to the Town of Clayton Unified Development Code as it relates to Multifamily uses or structures is to permit apartment buildings up to 48 ft in height rather than the current height limitation of 35 ft. The maximum number of permitted multifamily units is set by this document and the associated master plan, but the request to permit 48 ft to accommodate a 4-story building provides the flexibility for a layout which could preserve more open space.

CONDITIONAL
DISTRICT

APARTMENT DWELLING STANDARDS

- | | |
|-----------------------------|-----------|
| • Parcel size (min) | 20,000 SF |
| • Front Setback (min) | 15 ft |
| • Rear Setback (min) | 20 ft |
| • Building Separation (min) | 20 ft |
| • Side Street (min) | 15 ft |
| • Max Impervious | 60% |
| • Height (max) | 48 ft |



4 PLAN CONSISTENCY / LAND USE COMPATIBILITY

COMPREHENSIVE PLAN CONSISTENCY

As previously stated in the 'approval criteria section' of this narrative document, this rezoning is consistent with the Future Land Use Map (the "FLUM") and many goals and recommendations of the Town's Comprehensive Growth Plan ("Growth Plan").

The Property falls wholly within the area designated on the plan as Low Density Residential ("LDR"). LDR areas are intended to remain predominantly suburban in character and provide for low-density, single-family residential development on smaller lots than those in Rural Residential areas. A mix of residential housing types may occur under a conditional zoning district to support conservation of open space, as long as a gross density of three units per acre is not exceeded. Growth Plan pg. 18. This Rezoning proposes a combination of single family detached homes, attached townhomes, and multifamily apartments with a combined density of 3 DUA – consistent with the LDR designation. Along the rear of the site, the proposed rezoning includes ~13 acres intended to support an event venue (assembly use) or boutique hotel - centered around 2 existing structures.



STANDARD
MODIFICATION

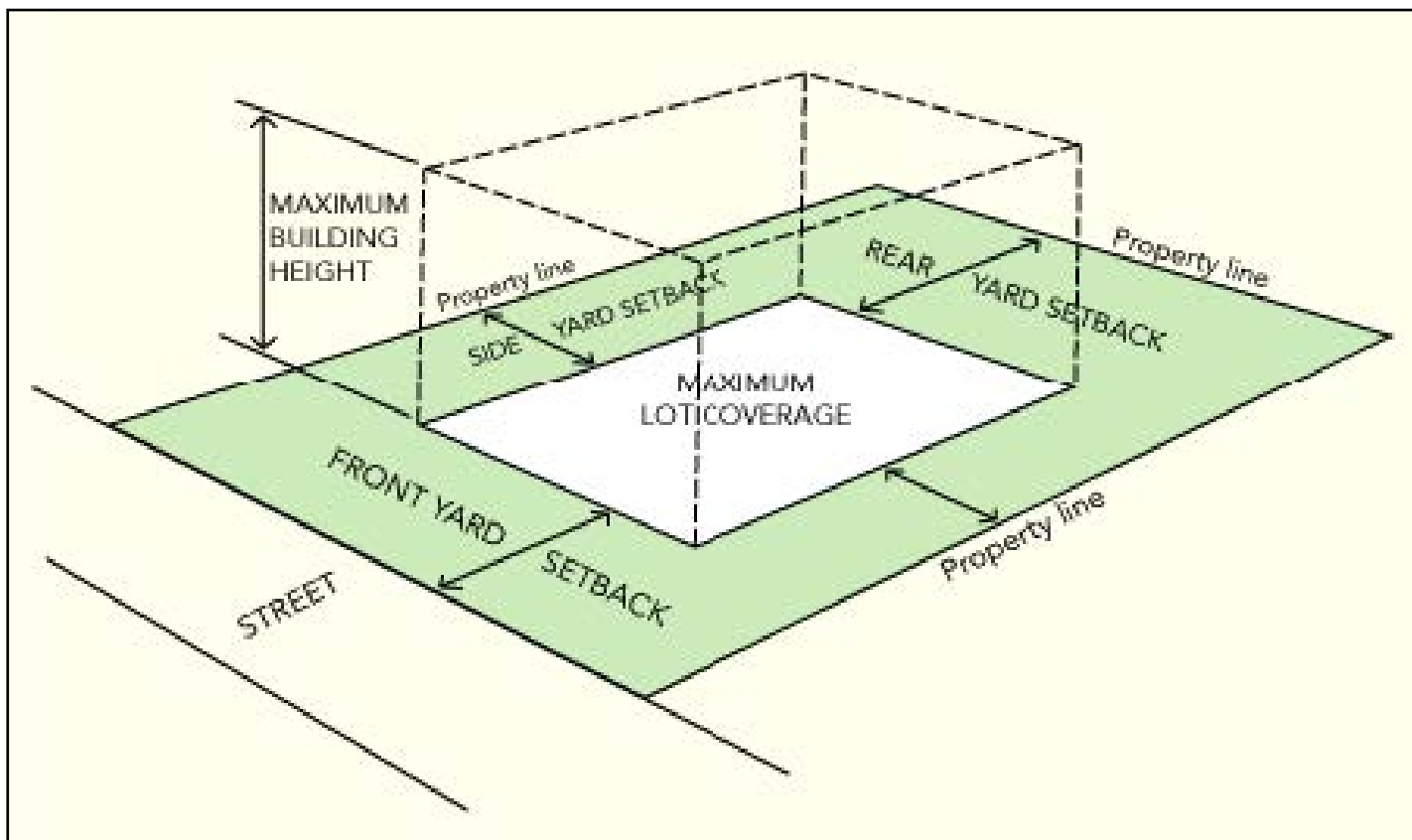
LAND USE COMPATIBILITY

The proposed development is limited to residential uses, including single family detached lots, townhouses, and multifamily units. These proposed uses, and the development standards restricting those uses, are compatible with the adjacent communities, which are zoned for and currently used for primarily low density residential uses.

The proposed development standards defined within this document and the associated master plan will ensure quality of design across the entire development, which is a significant 275 acres in area. The overall site layout is designed to create a cohesive environment by positioning the denser residential uses close to NC 42 and adjacent to the main amenity space. The development then transitions to low density single family homes along the edges of the community not fronting NC 42 or the Neuse River. The master plan features a creative integration of the residential uses, active open space, and the preserved open space to create a cohesive environment. The design guidelines will ensure quality architectural features that are consistent across the community.

COMPLIANCE WITH DESIGN GUIDELINES

This Rezoning is consistent with the Town of Clayton General Design Guidelines and complies with all standards specified in UDC Section 155.400 through 155.405 related to access, off-street parking and loading, landscaping, screening, buffering, signs, and outdoor lighting.



5

DEVELOPMENT STANDARD MODIFICATIONS

UNIFIED DEVELOPMENT CODE (UDC) CONSISTENCY

River Mews has been designed to meet the requirements of the Unified Development Code where practical and achievable. There are some instances where, due to site constraints or desires to maximize open space preservation through more compact design, it is reasonable to deviate from the specific requirements of the Ordinance. In those instances, the applicant is proposing design alternatives that will meet the intent of the Ordinance. The requested modifications to the requirements of the UDC, and the proposed alternative methods of compliance, are listed below.

MODIFICATIONS TO FRONT-LOADED SFD DETACHED LOT DIMENSIONAL STANDARDS

To facilitate a more compact design and support preservation of open space and environmental sensitive features, River Mews proposes the following modifications to SFD dimensional standards. The applicant has offered tailored architectural standards for all SFD and townhome buildings as a condition of the zoning approval.

	UDC Requirement	Proposed Standard	Notes
Min Lot Area	6000 SF	5000 SF	
Front Setback (min)	25 ft	15 ft	25 ft required at garage

STANDARD
MODIFICATION

MODIFICATIONS TO TOWNHOME DIMENSIONAL STANDARDS

To facilitate a more compact design and support preservation of open space and environmental sensitive features, River Mews proposes the following modifications to Townhome dimensional standards. The applicant has also offered tailored architectural standards for all townhome buildings as a condition of the zoning approval.

Rear-Loaded Townhomes

	UDC Requirement	Proposed Standard
Min Lot Area	3000 ft	2000 ft
Front Setback (min)	25 ft	10 ft

Front-Loaded Townhomes

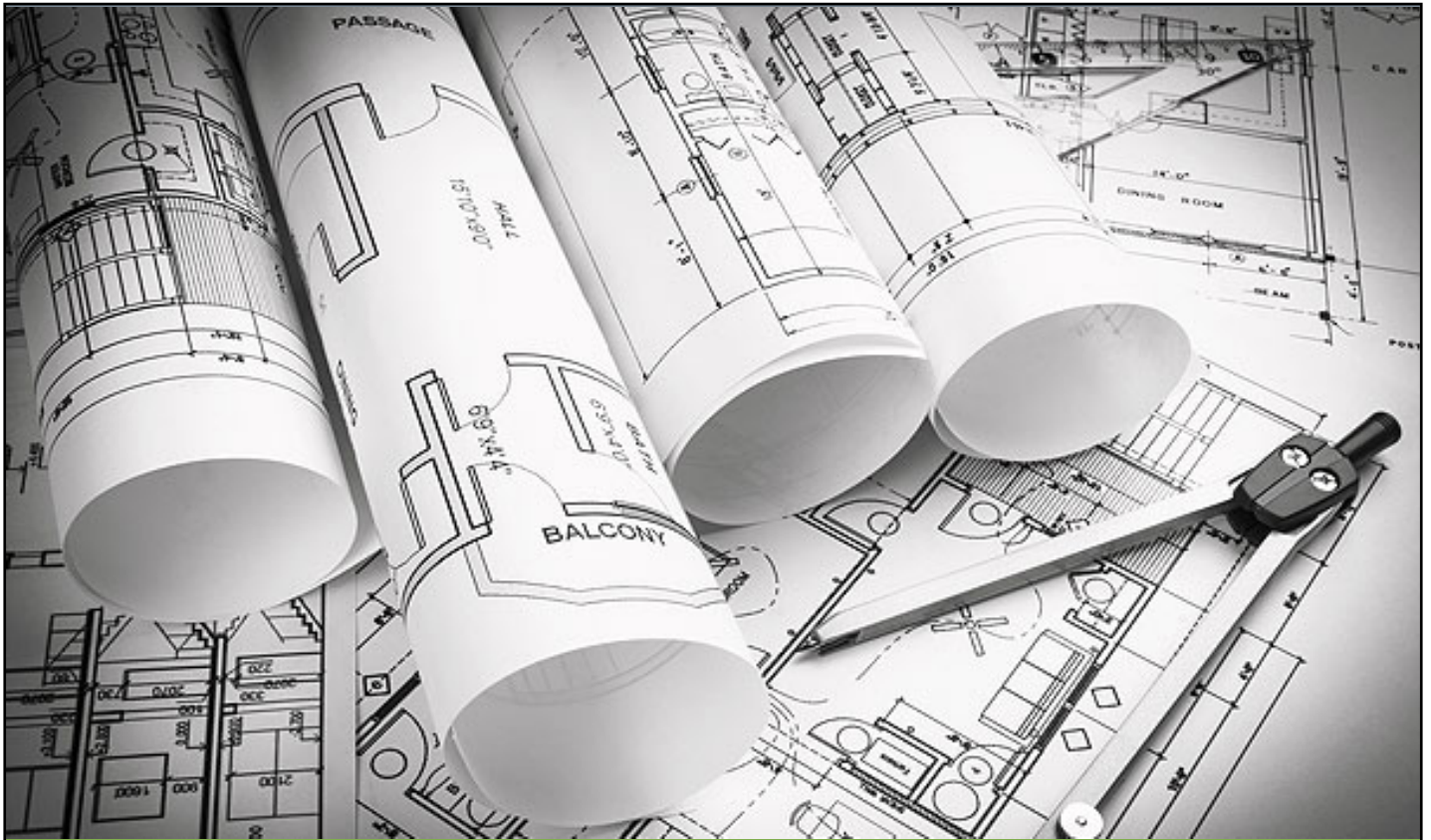
	UDC Requirement	Proposed Standard
Min Lot Area	3000 ft	2000 ft
Front Setback (min)	25 ft	15' (25' for face of garage)
Max Garage width %	50%	N/A (commitment to 1-car)

MODIFICATIONS TO MULTIFAMILY BUILDING HEIGHT

To provide flexibility in the apartment layout and create more potential for open space preservation, the applicant request a maximum building height of 48 ft (to support 4 stories), rather than the UDC standard of 35 ft.

MODIFICATIONS TO MAX CUL-DE-SAC LENGTH

In order to avoid an otherwise unnecessary stream crossing impact while making efficient use of land, the applicant requests a single cul-de-sac (located in the NE quadrant of the project between 2 streams) to be up to 1200 LF instead of the code requirement of 750 LF max for lots under 20,000 SF. Cul-de-sac design (in terms of bulb design, turnaround, etc.) shall meet all applicable fire code requirements.



6 DESIGN GUIDELINES

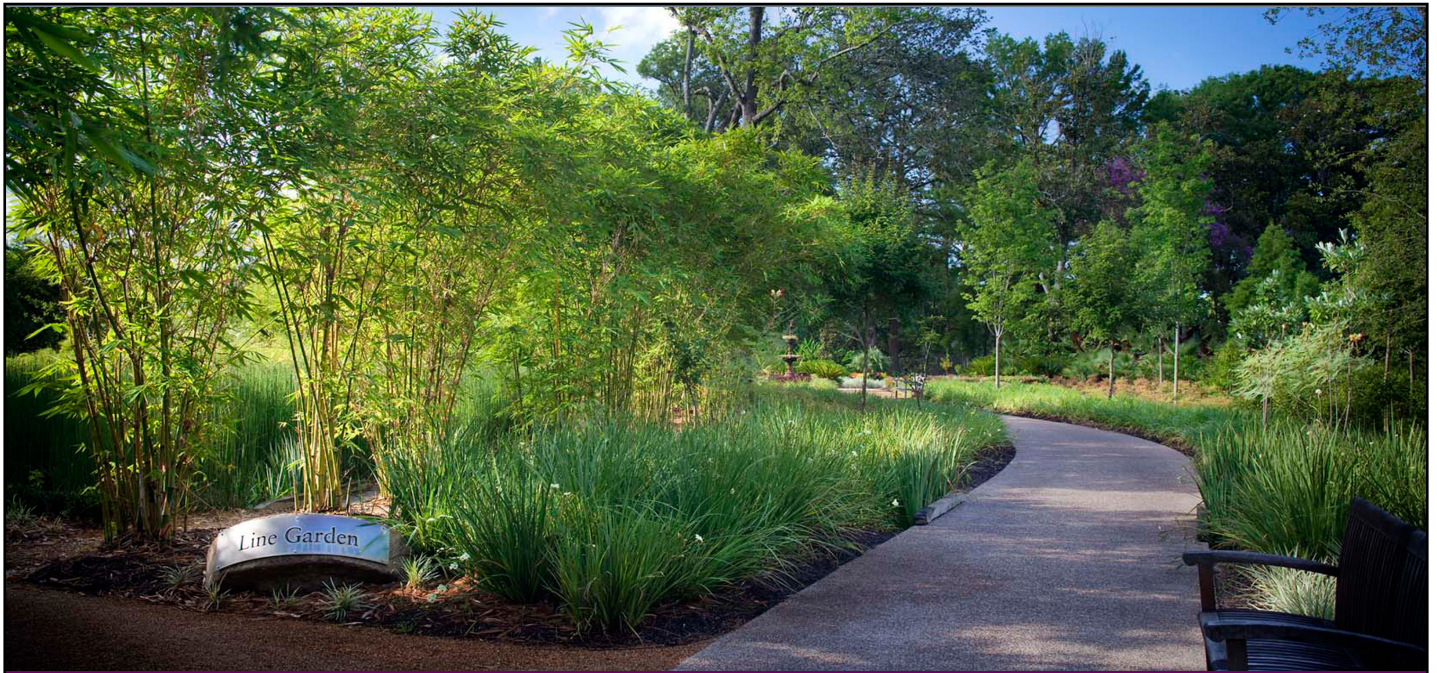
Images are illustrative in nature and are not intended to be considered or applied as project commitments.

ARCHITECTURAL STANDARDS (SFD & Townhomes)

1. The overall development will feature a range of housing types and lot sizes that meet the needs of various income levels, family sizes, and ages, including varied 1 and 2 story single family detached home units, varied 1 and 2 story single family home units with detached garages, two to three story townhomes units, and 3 to 4 story multifamily unit buildings.
2. All residential building exteriors to include a mix of lap siding, shake, and/or board and batten to create visual differentiation.
3. All residential building front exteriors to be fiber cement, brick, and/or stone material. Side and rear exteriors may be vinyl or fiber cement with colors to match or compliment the front exterior. Vinyl may be used for trim, fascia, and/or soffits as accent materials on the front facade.
4. All residential buildings to have a front porch or stoop with a driveway or walkway to parking and roadway areas.
5. No two adjacent residential units (side-by-side or directly across the street) shall have identical front facade colors. Color schemes of townhome buildings will be different from one building to the next.
6. All sloped roofs to use architectural style shingles and minimum 6" overhangs.
7. All detached single family homes to be 1 and two story with pitched roofs.
8. To create a more attractive, pedestrian friendly streetscape, all dwellings along the site's primary E-W circulator road (connecting the main amenity to the western property boundary) shall be rear-loaded or have driveway access on a side-street.
9. Side or rear patios will be provided on 50 percent of single family homes.
10. The development shall include a mixture of both front-loaded and rear-loaded townhome units. Any front-loaded townhome shall utilize a 1-car garage to limit the prominence of garages and impact of driveways on the streetscape.
11. All single family detached homes shall have a front facade comprised of a minimum of 25% masonry product (brick/stone/veneer/etc.). Any masonry elements applied to front porch posts shall count towards this minimum.
12. All single family detached homes shall have a 2-car garage.

ARCHITECTURAL STANDARDS (Multifamily)

1. All existing and proposed non-residential and multi-family residential development, for which site plan approval is required, shall meet the provisions contained below (from UDO Section 155.405). Townhomes that are developed to single-family residential building code standards shall be exempt from the requirements of this section.
 - a. Any requirements within an overlay district shall supersede architectural standards noted within this section.
 - b. Building Materials
 - i. Any building visible from a right-of-way or adjacent property shall be architecturally consistent on all sides of the building.
 - ii. Metal is prohibited as the primary exterior building material or cladding in any zoning district except the I-1, I-2, and PF districts. Decorative metal or metal facade elements may be permitted as an accent feature but may not exceed more than 10% of any facade.



7 RECREATIONAL OPEN SPACE + AMENITIES

Images are illustrative in nature and are not intended to be considered or applied as project commitments.

RECREATIONAL OPEN SPACE AND AMENITIES

River Mews will provide a diverse offering of active and passive recreation areas within the development. In total, over 30% of the gross acreage will be set aside as open space and resource conservation areas.

Open Space Standards

- › Total open space required: 23.58 Acres (1245 sf per unit)
- › Total open space provided: +/- 110 Acres
- › RCA preserved: +/- 95 Acres

- › Improved open space required: +/- 5.89 Acres (25% of required open space)
- › Improved open space provided: +/- 6.08 Acres
- › Passive open space provided +/- 45 Acres (Outside RCA, except stream buffers and greenways)

River Mews' recreational open space will be anchored by a pair of amenity sites centrally located along the site's main E-W and N-S roads. These amenities will both include pools, and the multifamily amenity will also include a clubhouse. An additional Neighborhood Park site (Improved Open Space #5) shall be located along the main road heading west through the site, backing up to the CP&L utility easement. In addition to these primary amenity sites, a collection of pocket and linear parks will be distributed throughout the community to provide convenient access to leisure for residents of each POD. A public greenway network shall provide additional passive recreational opportunities and circulation along the edge of the property, following the Neuse River. This public greenway will form part of the Mountains to Sea Trail, and will utilize existing paved drives where possible to reduce new/additional environmental impacts.

At a minimum, active recreational amenities shall include a pool, clubhouse, and pickleball courts. Additionally, the developer has offered to dedicate public land to the Town along the Neuse River for the Town's future use and improvement. Details on this public land offering will be provided in a subsequent development agreement.

In order to ensure adequate recreational amenities are available to future residents of the project, the applicant hereby commits to begin construction of a pool and clubhouse prior to 375 lots/units receiving a Certificate of Occupancy.



8

INFRASTRUCTURE

STREETS + SIDEWALKS

All streets within River Mews shall be designed to meet the standards of the Town of Clayton.

- Frontage along NC 42 shall be improved to the Town's ultimate cross-section along the project's half of the centerline.
- All proposed roads shall be public ROW (with the exception of roads within the multi-family section, which may be public or private, pending approval by Town staff).
- All proposed roads shall have sidewalks (or a multi-purpose path) on both sides of the road, unless exempted by staff for a valid site-specific reason, per the town's regulations.
- A portion of the project's Townhomes and SFD detached units will be rear-loaded, served by rear alley-ways. All alley-ways will meet Town of Clayton's standards and specifications and will accommodate necessary Town services such as solid waste pickup.
- A private gravel drive shall be permitted as an additional means of access to the proposed event venue, providing a more scenic route to this facility through the floodplain.

STORMWATER

River Mews is located within the Neuse River basin. Approximately half the site is wooded and currently drains towards the Neuse River floodplain to the east. The proposed development will require stormwater management measures for quality and quantity treatment in accordance with the Town of Clayton Stormwater Design Manual. A network of storm drainage conveyances will transport storm drainage from impervious areas to the proposed Stormwater Control Measures (SCM). Preliminary locations of these SCMS are provided in the Master Plan which accompanies this conditional zoning district request, based on existing drainage basins. Location and adequate sizing for these devices will be verified during final design. All stormwater management will be required to meet North Carolina Department of Environmental Quality and Town of Clayton design requirements at the time of site construction drawing submittal.

LIGHTING

A street lighting plan will be provided to meet all municipal lighting standards at the construction drawing phase. The lighting plan will be provided either by a private lighting design engineer or by the energy provider.

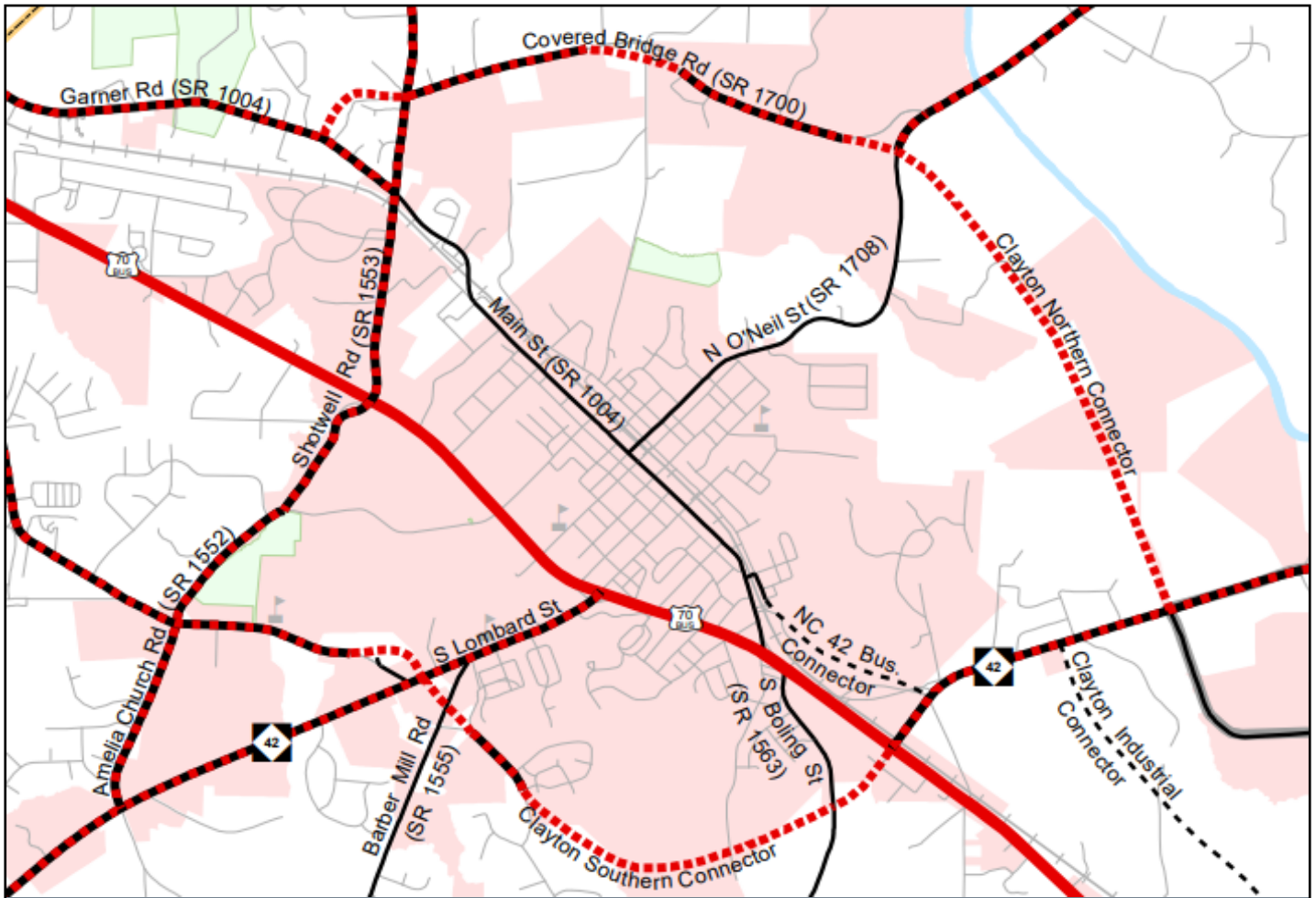
WATER + SEWER

Public Water

- Public Water Service currently exists along the southern boundary of the site within the NC HWY 42 ROW, and is generally an interconnect with the Johnston County Utility system. The water main is a 12" DIP main. This main is Johnston County owned and operated through the frontage, but will be converted to Town of Clayton owned system and a master meter placed closer to the existing crossing of the Neuse River.
- Later phases of River Mews will tap into the 12" DIP along HWY 42 and serve various pods of residential development predicated on adequate pressure and flow to be determined at time of master site planning and water distribution analyses. It is assumed that there will be a network of 8" and potentially a main trunk line of 12" PVC SDR21 water main that will serve the community. It is understood that extension of water shall be required throughout public roads within this project site.
- Currently there is a connection along NC 42 where a valve is closed to separate two water systems that utilize different disinfectant methods. We have been informed that the County is in the process of changing the northern system. It is possible that a master meter may be required once the two systems are fully integrated.

Public Sewer

- Public Service is stubbed to the subject property through a 12" gravity line on the southeast corner of the project parallel to the Neuse River. The gravity line is currently dry and was envisioned to service future development east of this project, but that was not part of the Clayton plan and the line sits dry today. Currently the 12" gravity line discharges to the Glen Laurel PS, and then daisy chains to Summerlyn PS. From there it pumps northeast to a FM network that ties to an ongoing gravity line that runs to the Town of Clayton's future Sam's Branch Wastewater Reclamation Facility north of this site.
- Extensions from the 12" gravity stub to this site will be designed to gravity flow all developable property to this tie-in.



9

TRANSPORTATION ANALYSIS

TRANSPORTATION IMPACT ANALYSIS SUMMARY

A Transportation Impact Analysis (TIA) was conducted by McAdams for the proposed development in accordance with the Town of Clayton Unified Development Code (UDC) and North Carolina Department of Transportation (NCDOT) capacity analysis guidelines. A full copy of the TIA has been submitted for review and approval with the Conditional Zoning submittal. A summary of the recommended traffic improvements is provided on the following page for reference.

Due to the inclusion of a 350 seat event venue within the conditional zoning application, the Trip Generation Table below has been updated to reflect additional trips generated by the event venue.

TABLE 1: TRIP GENERATION									
DENSITY FROM MARCH 2023 TIA ADDENDUM									
Land Use (ITE Code)	Density	Calculation Methodology	Daily Trips	AM Peak Hour			PM Peak Hour		
				Enter	Exit	Total	Enter	Exit	Total
Single Family Detached (210)	233 units	Adjacent / Equation	2,197	40	121	161	139	81	220
Single Family Attached (215)	352 units	Adjacent / Equation	2,632	44	133	177	122	85	207
Multi-Family [low-rise] (220)	240 units	Adjacent / Equation	1,614	23	74	97	78	46	124
Total			6,443	107	328	435	339	212	551
PROPOSED UPDATED DENSITY									
Land Use (ITE Code)	Density	Calculation Methodology	Daily Trips	AM Peak Hour			PM Peak Hour		
				Enter	Exit	Total	Enter	Exit	Total
Single Family Detached (210)	233 units	Adjacent / Equation	2,197	40	121	161	139	81	220
Single Family Attached (215)	352 units	Adjacent / Equation	2,632	44	133	177	122	85	207
Multi-Family [low-rise] (220)	240 units	Adjacent / Equation	1,614	23	74	97	78	46	124
Event Venue* (560)	350 Seats	Generator / Rate	315	15	24	39	34	22	56
Total			6,758	122	352	474	373	234	607
COMPARISON OF TRIPS									
Difference in Trips			+315	+15	+24	+39	+34	+22	+56
Percentage Increase			+4.9%	+9.0%			+10.2%		

*Church land use code was utilized based on similar traffic patterns.

STUDY AREA

The study area for the TIA was determined through coordination with the Town and NCDOT and consists of the following existing intersections:

- > US Highway 70 Business and NC 42
- > NC 42 and E Front Street
- > NC 42 and Glen Laurel Road
- > NC 42 and Fox Ridge Road / Site Drive #1
- > NC 42 and Eastbound U-Turn
- > NC 42 and Castleberry Road
- > NC 42 and Site Drive #2

RECOMMENDED IMPROVEMENTS

Based on the findings in the TIA, the improvements below have been recommended to be constructed by the developer to mitigate traffic impacts by the proposed development.

NC 42 and Fox Ridge Road / Site Drive #1

- Construct an exclusive westbound right-turn lane on NC 42 with a minimum of 50 feet of full width storage and appropriate deceleration and taper.
- Construct Site Drive #1 as the southbound approach with one (1) ingress lane and one (1) egress lane.
- Provide stop control on the southbound approach of the proposed site drive.

NC 42 and Site Drive #2

- Construct an exclusive westbound right-turn lane on NC 42 with a minimum of 125 feet of full width storage and appropriate deceleration and taper.
- Construct Site Drive #2 as the southbound approach with one (1) ingress lane and one (1) egress lane.
- Provide stop control on the southbound approach of the proposed site drive.

10

CONSOLIDATED ZONING CONDITIONS

CONSOLIDATED ZONING CONDITIONS

In order to aid in the enforcement of this conditional district, the following section shall serve as a summary of all zoning conditions included in this document.

1. Uses

- a. The following uses are permitted by right within the general areas identified on the associated Master Plan:
 - i. Apartments
 - ii. Townhouse
 - iii. Single Family House
 - iv. Assembly (Non-residential POD)
 - v. Park
 - vi. Stable, Private (Non-residential POD)
 - vii. Bed and Breakfast (Non-residential POD)
 - viii. Hotel/Motel (Non-residential POD)
 - ix. Parking Lot
 - x. Utility, Minor
 - xi. Accessory Dwelling Unit
 - xii. Food Truck
- b. Revised Supplemental Use Standards
 - i. Any Event Venue (falling under the 'Assembly' use category) shall be permitted overnight stay of guests.
 - ii. For any Bed and Breakfast use, parking in a street yard shall be permitted with a Class C Buffer Yard screen.
 - iii. For any Hotel/Motel Use, where public ROW separates parking from a residential lot, the ROW may count as the required 50' separation between a hotel/motel use and any property line adjoining a residential district or use.

2. Single-Family Dwelling Conditions

- a. River mews shall be permitted front-loading of lots 42' wide and larger.
- b. River mews shall permit SFD with a minimum lot size of 5000 SF.
- c. Front-loaded SFD shall be permitted a front setback of 15', with a 25' setback applying to the face of the garage.
- d. The minimum driveway length shall be 25' for front loaded SFD and 20' for rear loaded SFD.

3. Townhome Conditions

- a. Townhome shall be permitted with a minimum lot area of 2000 SF or more (rather than 3000 SF)
- b. Rear loaded Townhomes shall be permitted a minimum front setback of 10' (rather than 25').
- c. Front-loaded townhomes shall be exempt from the requirement requiring garages which do not exceed 50% of the front façade width.
- d. All front-loaded townhomes within River Mews shall use 1-car garages.

4. Multifamily Building Conditions

- a. Multifamily buildings shall be permitted a maximum building height of 48 ft (to support 4 stories), rather than the UDC standard of 35 ft.

CONSOLIDATED ZONING CONDITIONS (Continued)

5. Trails
 - a. The developer reserves the right to include additional private trails not identified on the Master Plan, to serve as further extensions of the general trail network displayed.
6. Amenities
 - a. Construction of a pool and clubhouse shall begin prior to 375 lots/units receiving a Certificate of Occupancy.
7. A single cul-de-sac (located in the NE quadrant of the project between two streams) shall be permitted to be up to 1200 LF in length, instead of the code requirement of 750 LF max for lots under 20,000 SF.
8. A development agreement shall be required to address the timing and scope of the parkland dedication as well as any other items which the Town and applicant find mutually beneficial to include, prior to preliminary plat or construction drawing approval for the River Mews development.
9. Prior to CD approval, the applicant shall validate adequate capacity in the downstream waste water infrastructure, pump stations and force main, to accommodate the proposed flow for the project. If adequate downstream capacity is not available, the applicant will complete any pump station or forcemain improvements in coordination with Town staff to accommodate the proposed flow.
10. Architectural Standards (SFD & Townhomes)
 - a. The overall development will feature a range of housing types and lot sizes that meet the needs of various income levels, family sizes, and ages, including varied 1 and 2 story single family detached home units, varied 1 and 2 story single family home units with detached garages, two to three story townhomes units, and 3 to 4 story multifamily unit buildings.
 - b. All residential building exteriors to include a mix of lap siding, shake, and/or board and batten to create visual differentiation.
 - c. All residential building front exteriors to be fiber cement, brick, and/or stone material. Side and rear exteriors may be vinyl or fiber cement with colors to match or compliment the front exterior. Vinyl may be used for trim, fascia, and/or soffits as accent materials on the front facade.
 - d. All residential buildings to have a front porch or stoop with a driveway or walkway to parking and roadway areas.
 - e. No two adjacent residential units (side-by-side or directly across the street) shall have identical front facade colors. Color schemes of townhome buildings will be different from one building to the next.
 - f. All sloped roofs to use architectural style shingles and minimum 6" overhangs.
 - g. All detached single-family homes to be 1 and two story with pitched roofs.
 - h. To create a more attractive, pedestrian friendly streetscape, all dwellings along the site's primary E-W circulator road (connecting the main amenity to the western property boundary) shall be rear-loaded or have driveway access on a side-street.
 - i. Side or rear patios will be provided on 50 percent of single-family homes.
 - j. The development shall include a mixture of both front-loaded and rear-loaded townhome units. Any front-loaded townhome shall utilize a 1-car garage to limit the prominence of garages and impact of driveways on the streetscape.
 - k. All single family detached homes shall have a front facade comprised of a minimum of 25% masonry product (brick/stone/veneer/etc.). Any masonry elements applied to front porch posts shall count towards this minimum.
 - l. All single family detached homes shall have a 2-car garage.

CONSOLIDATED ZONING CONDITIONS (Continued)**11. Architectural Standards (Multifamily)**

- a. All existing and proposed non-residential and multi-family residential development, for which site plan approval is required, shall meet the provisions contained below (from UDO Section 155.405). Townhomes that are developed to single-family residential building code standards shall be exempt from the requirements of this section.
 - i. Any requirements within an overlay district shall supersede architectural standards noted within this section.
 - ii. Building Materials
 - 1. Any building visible from a right-of-way or adjacent property shall be architecturally consistent on all sides of the building.
 - 2. Metal is prohibited as the primary exterior building material or cladding in any zoning district except the I-1, I-2, and PF districts. Decorative metal or metal facade elements may be permitted as an accent feature but may not exceed more than 10% of any facade.

12. Transportation

- a. A private, 2-way gravel drive shall be permitted as an additional means of access for the proposed event venue, routed through the floodplain to provide a more scenic entrance to this facility.
- b. Per the TIA, the developer shall construct the following recommended traffic improvements:
 - i. NC 42 and Fox ridge Road / Site Drive # 1
 - 1. Construct an exclusive westbound right-turn lane on NC 42 with a minimum of 175 feet of full width storage and appropriate deceleration and taper.
 - 2. Construct Site Drive #1 with one (1) ingress lane and one (1) egress lane.
 - 3. Provide stop control on the southbound approach of the proposed site drive.
 - ii. NC 42 and Site Drive #2
 - 1. Construct an exclusive westbound right-turn lane on NC 42 with a minimum of 75 feet of full width storage and appropriate deceleration and taper.
 - 2. Construct Site Drive #2 with one (1) ingress lane and one (1) egress lane.
 - 3. Provide stop control on the southbound approach of the proposed site drive.

13. Frontage Requirements

- a. Up to 10% of proposed Townhome units may front on open space (with alley access) rather than fronting on public ROW. This provision is intended to allow select units to front on open space along the Neuse River.

14. Perimeter Buffer Requirements along Neuse River

- a. In order to preserve natural viewsheds, the 15' Type C buffer provided along project perimeter (per section 155.203) shall not require a fence or wall to be provided along those portions of the project boundary bordered by the Neuse River.

15. Parking

- a. The Event Venue/Assembly use and permitted outdoor recreational areas may utilize grass parking as referenced in Section 155.401 of the Town's code.
 - i. Grass parking shall be maintained in a smooth, well-graded condition. If parking demand is such that the grass is damaged or destroyed to the extent that it ceases to grow and is not repaired or replaced, then paving shall be required.
 - ii. Grass parking may only be utilized for the Event Venue/Assembly use on average less than 5 days per week during a month (i.e., less than 20 days in a month).
- b. On-street parking within ¼ mile of the Event Venue Parcel (measured along the sidewalk/pedestrian path) may be credited towards the event venue's off-street parking requirement.

RIVER MEWS ESTATE

CONDITIONAL DISTRICT MASTER PLAN

SITE DATA TABLE

PIN(S)	167900-32-2667, 167900-52-5319, 167900-43-2205, 167900-43-7307
Gross Site Area	+/- 274.93 acres
Net Site Area	+/- 177.14 acres
Current Zoning	PD-R
Proposed Zoning	Conditional District
Future Land Use Designation	Low Density Residential
Open Space Required (1245 sf per unit)	23.58
Improved Open Space Required (25% of open space)	5.9 acres
Proposed Single Family Lots	+/- 246 lots (29.8%)
Proposed Townhome Units	+/- 339 units (41.1%)
Proposed Multi-family Units	+/- 240 units (29.1%)
Total Proposed Dwelling Units	+/- 825 units (MAX)
Proposed Conditional District Density	+/- 3 du/ac

OPEN SPACE + RCA TABLE

Open Space Required (1245 sf per unit)	+/- 23.58 acres
Total Open Space Provided*	+/- 113.48 acres
Total RCA Preserved (no overlapping)	+/- 99.61 acres
Passive Open Space Provided	+/- 49.34 acres
Improved Open Space Required (25% of open space)	+/- 5.90 acres
Improved Open Space Provided	+/- 6.08 acres
Tree Save	Not Required

*: Includes land offered for public dedication to Town of Clayton

WATER METER

Single Family + Townhomes	585 3/4"
Apartment	Five 2" meters, Three 3" meters
Amenity Buildings	Two 1" meters
Irrigation	~ Five 1" meters

DETAILED RCA DATA

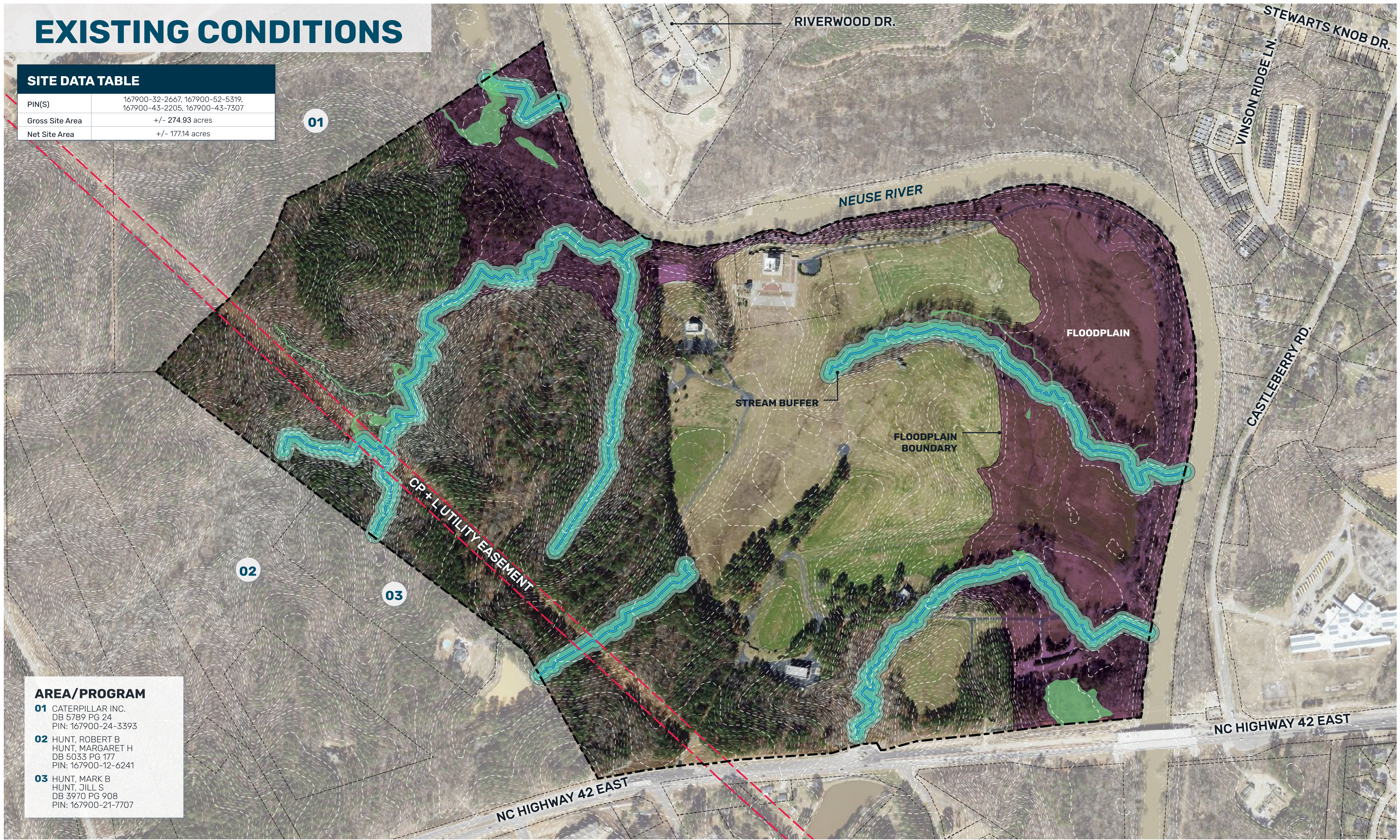
100-Year Floodplain	+/- 80.46 acres
Stream Buffer Areas	+/- 27.70 acres
Stream Buffer Areas (outside floodplain)	+/- 14.54 acres
Jurisdictional Wetlands	+/- 3.21 acres
Jurisdictional Wetlands (Outside of floodplain and stream buffer areas)	+/- 0.51 acres
Natural Steep Slopes (25%, 4:1)	+/- 10.52 acres
Natural Steep Slopes (25%, 4:1) (Outside of floodplain, stream buffer areas, and wetlands)	+/- 4.20 acres
Total RCA Provided (No overlapping elements)	+/- 99.61 acres



EXISTING CONDITIONS

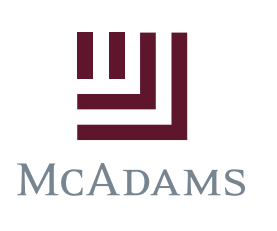
SITE DATA TABLE

PIN(S)	167900-32-2667, 167900-52-5319, 167900-43-2205, 167900-43-7307
Gross Site Area	+/- 274.93 acres
Net Site Area	+/- 177.14 acres



AREA/PROGRAM

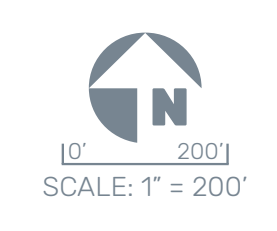
- 01** CATERPILLAR INC.
DB 5789 PG 24
PIN: 167900-24-3393
- 02** HUNT, ROBERT B
HUNT, MARGARET H
DB 5033 PG 177
PIN: 167900-12-6241
- 03** HUNT, MARK B
HUNT, JILL S
DB 3970 PG 908
PIN: 167900-21-7707



PREPARED FOR:
DORAN COMPANIES

DRN21001

RIVER MEWS CONDITIONAL DISTRICT MASTER PLAN CLAYTON, NC



02
03.10.2023

OVERALL MASTER PLAN

SITE DATA TABLE

PIN(S)	167900-32-2667, 167900-52-5319, 167900-43-2205, 167900-43-7307
Gross Site Area	+/- 274.93 acres
Net Site Area	+/- 177.14 acres
Current Zoning	PD-R
Proposed Zoning	Conditional District
Future Land Use Designation	Low Density Residential
Open Space Required (1245 sf per unit)	23.58 acres
Event Venue Pod Acreage	+/- 13.4 acres
Improved Open Space Required (25% of open space)	5.43 acres
Proposed Single Family Lots	+/- 246 lots (29.8%)
Proposed Townhome Units	+/- 339 units (41.1%)
Proposed Multi-family Units	+/- 240 units (29.1%)
Total Proposed Dwelling Units	+/- 825 units (MAX)
Proposed Conditional District Density	+/- 3 du/ac

LEGEND

- PROPOSED ROAD/ACCESS
- DEVELOPMENT POD BOUNDARY
- PRIVATE GRAVEL DRIVE TO VENUE
- SINGLE FAMILY DEVELOPABLE AREA
- TOWNHOME DEVELOPABLE AREA
- MULTI-FAMILY DEVELOPABLE AREA
- EVENT CENTER / WEDDING VENUE
- OPEN SPACE
- IMPROVED OPEN SPACE

DEVELOPMENT SUMMARY TABLE

Pod	Developable Area	Total Area	Max Density*
Single Family Pod #1	21.63 ac	45.15 ac	2 du/ac
Single Family Pod #2	20.15 ac	25.52 ac	2 du/ac
Single Family Pod #3	17.81 ac	29.06 ac	2 du/ac
Single Family Pod #4	16.32 ac	29.41 ac	2 du/ac
Townhome Pod #1	5.42 ac	6.81 ac	4.5 du/ac
Townhome Pod #2	9.20 ac	20.89 ac	2 du/ac
Townhome Pod #3	14.02 ac	15.77 ac	7 du/ac
Townhome Pod #4	13.39 ac	41.17 ac	2 du/ac
Townhome Pod #5	5.83 ac	9.68 ac	4.25 du/ac
Townhome Pod #6	5.22 ac	6.52 ac	4.25 du/ac
Townhome Pod #7	14.49 ac	20.38 ac	4 du/ac
Multifamily Pod #1	13.95 ac	15.21 ac	18 du/ac max

* Max density calculations based on total pod area. Max intensity for the project as a whole shall not exceed 825 du.

NOTES

- 01 The Townhome POD 4 permits lots which may front on open space in lieu of public ROW.



PREPARED FOR:
DORAN COMPANIES

DRN21001

RIVER MEWS CONDITIONAL DISTRICT MASTER PLAN
CLAYTON, NC



03
03.10.2023

OPEN SPACE + TRAILS PLAN

LEGEND

- PROPOSED ROAD/ACCESS
- PRIVATE GRAVEL DRIVE TO VENUE
- PASSIVE OPEN SPACE
- IMPROVED OPEN SPACE
- 100-YEAR FLOODPLAIN
- STREAM BUFFER AREAS
- JURISDICTIONAL WETLANDS
- NATURAL STEEP SLOPES

RESOURCE CONSERVATION AREA TABLE

100 - Year Floodplain	+/- 80.46 acres
Stream Buffer	+/- 27.7 acres (14.54 acres outside of floodplain)
Jurisdictional Wetlands	+/- 3.21 acres (0.51 acres outside of floodplain and stream buffer areas)
Natural Steep Slopes >25% (>4:1)	+/- 10.52 acres (4.2 acres outside of floodplain, stream buffer, and jurisdictional wetland areas)
Total RCA Provided (No overlapping elements)	+/- 99.61 acres

IMPROVED OPEN SPACE SUMMARY

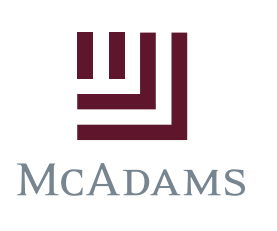
Open Space ID	Type	Minimum Acreage
1	Pool / Neighborhood Amenity	1.25 acres
2	Other	0.33 acres
3	Multifamily Pool / Clubhouse	1 acre
4	Green	0.75 acres
5	Neighborhood Park	2.5 acres
6	Other	0.25 acres

OPEN SPACE TABLE

Open Space Required (1245 sf per unit)	+/- 23.58 acres
Total Open Space Provided	+/- 49.34 acres
Improved Open Space Required (25% of open space)	+/- 5.90 acres
Improved Open Space Provided	+/- 6.08 acres

NOTES

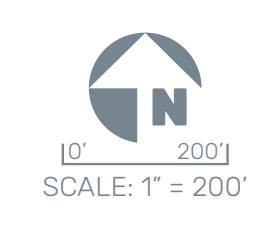
- Public greenway trail alignment is conceptual in nature, but does utilize some existing paved driveways to be repurposed as a public greenway trail.
- Existing vegetation within the floodplain shall be used in lieu of a planted 15' Type C Buffer.
- The developer has offered to dedicate acreage along the Neuse River to the Town for future development of a public park in exchange for a waiver from public park land fee in lieu. Details on this offer will be contained within a development agreement for Town approval.



PREPARED FOR:
DORAN COMPANIES

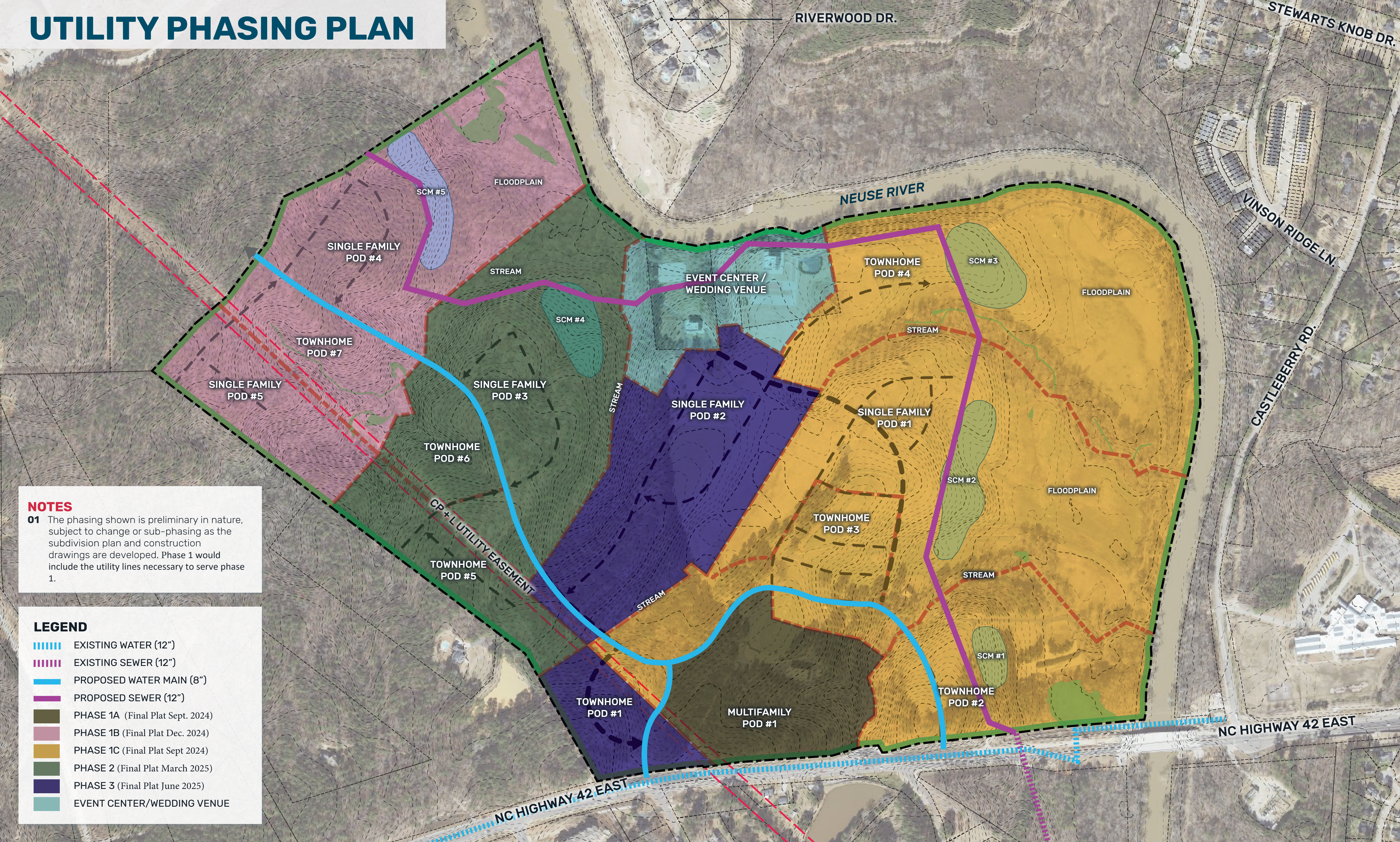
DRN21001

RIVER MEWS CONDITIONAL DISTRICT MASTER PLAN CLAYTON, NC



04
03.10.2023

UTILITY PHASING PLAN



NOTES

01 The phasing shown is preliminary in nature, subject to change or sub-phasing as the subdivision plan and construction drawings are developed. Phase 1 would include the utility lines necessary to serve phase 1.

LEGEND

- EXISTING WATER (12")
- EXISTING SEWER (12")
- PROPOSED WATER MAIN (8")
- PROPOSED SEWER (12")
- PHASE 1A (Final Plat Sept. 2024)
- PHASE 1B (Final Plat Dec. 2024)
- PHASE 1C (Final Plat Sept 2024)
- PHASE 2 (Final Plat March 2025)
- PHASE 3 (Final Plat June 2025)
- EVENT CENTER/WEDDING VENUE



PREPARED FOR:
DORAN COMPANIES

DRN21001

RIVER MEWS CONDITIONAL DISTRICT MASTER PLAN
CLAYTON, NC



05
03.10.2023



NEIGHBORHOOD MEETING NOTICE

October 20, 2022

VIRTUAL NEIGHBORHOOD MEETING NOTICE

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 must be held to provide information to area residents about the proposal. Due to current social distancing resulting from COVID-19, the Town of Clayton has authorized temporary use of Virtual Neighborhood Meetings. This letter includes instructions on how to access the virtual neighborhood meeting for this application. A representative of the applicant will coordinate this meeting and explain the application, answer questions, and solicit comments.

A Neighborhood Meeting is required by the Town of Clayton UDC and all property owners within 100 feet of the proposed development must receive notification of the meeting.

Meeting Date: November 3, 2022

Meeting Time: 6PM-8PM

- > **Meeting Location:**
<https://mcadamsco.zoom.us/j/89788656900?pwd=MFVnY2hoK0tCeXFCa2FMYnBNTWIYdz09>
- > **Application Type:** Conditional Zoning Request (Existing zoning is PD-R)
- > **Description of Project:** Proposed rezoning to support 360 detached SFD, 60 Townhomes 288 Multifamily
- > **Approving Authority:** Town Council Legislative Approval
- > **Property Address:** 1603 NC Hwy 42, Clayton Nc 27527 (County TAG # 05I04199Q & 05J05001D)

Our meeting will be held via Zoom. Please see the attached instruction sheet for details.

To ensure that all neighbors have a full understanding of the proposal, you will find the following items included in this mailer:

1. Aerial Image of Property
2. Current Zoning Map of Property
3. Anticipated Public Meeting Dates
4. Proposed Site Plan
5. Copy of Application

If you have questions or cannot attend the meeting but would like further information, please feel free to contact me by e-mail at bergmark@mcadamsco.com.

Sincerely,
MCADAMS

David Bergmark
Senior Planner, Planning + Design

October 20, 2022

RE: Virtual Neighborhood Meeting - Zoom Instructions (River Mews Neighborhood Meeting)

Dear Property Owner,

Due to the current circumstances of COVID-19, we will be hosting a virtual neighborhood meeting via Zoom. The meeting will be held on November 3, 2022 and begin at 6:00pm Eastern Time.

- > To attend the meeting via computer, type in the following link to your internet browser:
<https://mcadamsco.zoom.us/j/89788656900?pwd=MFVnY2hoK0tCeXFCa2FMYnBNTWlYdz09>
- > **Passcode: 816240**
- > Or One tap mobile:
 - US: +13017158592, 89788656900# US or +13092053325, 89788656900#
- > Or Telephone:
 - Dial (for higher quality, dial a number based on your current location):
 - +1 301 715 8592 US (Washington DC) or +1 309 205 3325 US or +1 312 626 6799 US (Chicago) or +1 646 876 9923 US (New York) or +1 646 931 3860 US or +1 669 444 9171 US or +1 669 900 6833 US (San Jose) or +1 719 359 4580 US or +1 253 215 8782 US (Tacoma) or +1 346 248 7799 US (Houston) or +1 360 209 5623 US or +1 386 347 5053 US or +1 408 638 0968 US (San Jose) or +1 564 217 2000 US or 877 853 5247 (Toll-free) or 888 788 0099 US (Toll-free)
- > Meeting ID: 897 8865 6900
- > International numbers available: <https://mcadamsco.zoom.us/j/89788656900?pwd=MFVnY2hoK0tCeXFCa2FMYnBNTWlYdz09>

Sincerely,
MCADAMS

Exhibit A: Aerial Image of Property



Exhibit B: Current Zoning Map of Property



Exhibit C: Anticipated Public Meeting Dates

Note: Public Meeting dates are subject to change, depending on Town of Clayton Staff review and approval. The dates provided below represent the applicant's best estimates at this time. Please reach out to Clayton Planning Staff to confirm dates. Mailed notices will be sent out to adjacent property owners prior to any public hearing.

- **River Mews Neighborhood Meeting:** **11/3/22**
- **Planning Board Meeting:** **2/27/23**
- **Town Council Public Hearing:** **3/20/23**



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

Conditional Zoning w/Master Plan Coversheet

Name of Project: River Mews Date: 8/25/22
Applicant Name: Golden Hour Collective, LLC

The following checklist to be completed by applicant:

- ☒ Pre-Application Meeting on: June 14, 2022
- ☒ Review Fee
- ☒ Completed Application
- ☒ Owner's Consent Form
- ☒ Adjacent Property Owner's List
- ☒ Neighborhood Meeting Letter (one copy)
- ☒ 2 sets of stamped, addressed, empty envelopes for adjacent property owner notification
- ☒ Signed & sealed boundary survey
- ☒ Copy of signed & sealed boundary survey in PDF on USB
- ☒ Master Plan Set to include the following:
- Cover Sheet
 - Survey
 - Bubble Plan Outlining:
 - a. Where and which uses or groups of uses will occur
 - b. The proposed intensity/density of those uses
 - c. General location of internal and external network of public right-of-way and public infrastructure
 - d. All required elements for establishment of a zoning district including but not limited to dimensional standards, open space network, natural resource preservation, and landscaping or buffering

Reviewed by: _____



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

Conditional Zoning w/Master Plan Application

Conditional Rezoning w/Associated Site Plan Fee: \$1000 + \$5.00 per acre
Advertising Fee: \$200.00

SITE INFORMATION

Name of Project: River Mews
Acreage of Property: 265.9 Zoning District: PD-R
County Tag #: 05I04199Q & 05J05001D NC Pin #: 167900-32-2667 & 167900-52-5319
Address/Location: 1603 NC Hwy 42, Clayton NC 27527
Existing Zoning District: PD-R Proposed Zoning District: Conditional District - Residential

APPLICANT INFORMATION

Applicant: Golden Hour Collective, LLC; Joey Brehm
Mailing Address: 7803 Glenroy Road #200, Minneapolis, MN 55439
Phone Number: (952) 913-8076 Fax: _____
Contact Person: Joey Brehm
Email Address: joeybrehm.mn@gmail.com

PROPERTY OWNER INFORMATION

Name: Gregory A. Moore (Manager of River Mews Estate LLC & Falcon Hamlet LLC)
Mailing Address: PO Box 979, Cary NC 27512-0979
Phone Number: _____ Fax: _____
Email Address: _____

OFFICE USE ONLY

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

January 2021

EXPLANATION OF PROJECT

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

See attached Exhibit A & B

APPROVAL CRITERIA – REZONING

All applications for a Conditional Rezoning must address the following Approval Criteria:

1. Consistency with the adopted plans of the Town.

See attached Exhibit B

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

See attached Exhibit B

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

See attached Exhibit B

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

See attached Exhibit B

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

See attached Exhibit B

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.

See attached Exhibit B

January 2021

-
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.

See attached Exhibit B

APPROVAL CRITERIA- MASTER PLAN

All associated Master Plans must address the following Approval Criteria:

1. Compliance with code section 155.203(L) and all other applicable requirements of this chapter, or analysis and justification if it deviates from the requirements of this chapter.

See attached Exhibit B

2. Consistency with the Clayton General Design guidelines.

See attached Exhibit B

3. Conformance of the proposal with the stated purpose of the requested conditional zoning district.

See attached Exhibit B

4. Compatibility of the proposed development with the adjacent community.

See attached Exhibit B

5. The quality of design intended for each component of the project and the ability of the overall development plan to ensure a unified, cohesive environment at full build-out.

See attached Exhibit B

6. Compatible relationships between each component of the overall project.

See attached Exhibit B

7. Self-sufficiency of each phase of the overall project.

See attached Exhibit B

8. Documentation that the proposed infrastructure improvements accommodate the additional impacts caused by the development, or documentation to assure that the development, as proposed, will not overtax the existing public infrastructure systems.

See attached Exhibit B

9. The fiscal impact of the proposal and the proposed financing of required improvements.

See attached Exhibit B

10. The success of the proposal in providing adequate pedestrian and bicycle links within the development and with the adjacent community.

See attached Exhibit B

11. The effectiveness with which the proposal protects and preserves the ecologically sensitive areas within the development.

See attached Exhibit B

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.

Joey Brehm

Print Name

Signature of Applicant

Date

Exhibit A
to the River Mews Rezoning Application
Applicant and Property Owner Information

Applicant Information

Golden Hour Collective, LLC

(Developer)

Joey Brehm
7803 Glenroy Road #200
Minneapolis, MN 55439
Telephone: (952) 913-8076
Email: joeybrehm.mn@gmail.com

David Bergmark

(Engineering Firm)

McAdams
2905 Meridian Parkway
Durham, NC 27713
Telephone: (919) 449 4005
Email: bergmark@mcadamsco.com

Property Owner Information

River Mews Estate LLC

Manager: Gregory A. Moore

PO Box 979
Cary, NC 27512-0979

Falcon Hamlet LLC

Manager: Gregory A. Moore

PO Box 979
Cary, NC 27512-0979

Exhibit B
to the River Mews Rezoning Application
Project Overview, Consistency Statement, and Master Plan Approval Criteria

I. EXPLANATION OF PROJECT

This document and the accompanying exhibits submitted herewith (collectively, the “Rezoning”) are provided pursuant to Town of Clayton Unified Development Code (“UDC”) provisions for Conditional Zoning Districts. This Rezoning addresses the development of approximately 266 acres located at 1603 NC Hwy 42, on the north side of NC 42 between Glen Laurel Rd and the Neuse River to the east. The property is comprised of two parcels, Tag # 05I04199Q & 05J05001D (the “Property”). The westernmost parcel (Tag # 05I04199Q; NCPIN 167900-32-2667) is within the Town’s corporate limits. The eastern parcel (Tag # 05J05001D; NCPIN 167900-52-5319) is subject to a pending voluntary annexation petition.

This Rezoning proposes to rezone the Property to Conditional Zoning District Residential (CZ-R) to allow the development of a master planned residential community. It will include a mix of high-quality housing types and community amenities to serve the Town’s growing and increasingly diverse population. Thoughtful building design and site layout will ensure that the community is well integrated with the environmental features on the Property. The community will be linked by gathering areas, open spaces, and walking trails.

II. APPROVAL CRITERIA – REZONING

1. Consistency with the adopted plans of the town.

This Rezoning is generally consistent with the Future Land Use Map (the “FLUM”) and many goals and recommendations of the Town’s Comprehensive Growth Plan (“Growth Plan”).

The Property falls wholly within the area designated on the plan as Low Density Residential (“LDR”). LDR areas are intended to remain predominantly suburban in character and provide for low-density, single-family residential development on smaller lots than those in Rural Residential areas. A mix of residential housing types may occur under a conditional zoning district to support conservation of open space, as long as a gross density of three units per acre is not exceeded. Growth Plan pg. 18. This Rezoning proposes a combination of single family detached homes, attached townhomes, and multifamily apartments with a combined density of 2.63 DUA – consistent with the LDR designation.



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

The Property is suitable for the uses proposed by this Rezoning. The Property is currently vacant with the exception of a single existing home and is zoned Planned Development Residential (PD-R). Clayton Planning staff could not locate records for this existing PD-R zoning, and recommended that a new conditional zoning district be established. This Rezoning will allow residential uses in a similar mix as was typical under the Town's former PDR rules, at a density in agreement with the Town's Future Land Use Plan. The location of townhomes and apartments closer to NC 42 will support the efficient provision of public services, improve the performance of transportation networks, and help preserve open space elsewhere on the site.

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

The surrounding area is currently predominately comprised of detached single-family lots, with some multifamily and non-residential to the southwest on the opposite side of NC 42. This Rezoning will allow additional residential uses, improving the balance of uses proposed and currently existing, and help to meet the demand for additional housing.

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

Adequate public facilities, including schools, roads/streets, recreation facilities, wastewater infrastructure, public water, and stormwater infrastructure are either existing or will be improved to meet the demands of the proposed uses.

Schools – The Property is expected to be served by the Johnston County Public School System. According to the Johnston County Public School website, this community is within the attendance area for East Clayton Elementary School, Riverwood Middle School, and Clayton High School.

Roads – The street network will consist of public streets designed in accordance with the Town of Clayton typical street cross sections. Transportation improvements recommended by the accompanying Transportation Impact Analysis shall be incorporated into the master plan and built at appropriate phases to mitigate any impacts reasonably expected from the development.

Recreation – This Rezoning will meet, if not exceed, all UDC requirements for recreation and open space. A minimum of 1245 sq. ft of open space shall be provided per lot/dwelling unit (approximately 20 acres), and a minimum of 25% of the open space shall be active open space (approximately 5 acres).

Stormwater Management – The Property lies within the Neuse River Basin, and is subject to Neuse River Basin nutrient requirements as well as Town of Clayton UDC requirements in place at the time of preliminary plat submittal.

Water and Sewer Infrastructure – The Property will be served by public water and sanitary sewer utility systems. The utilities will be designed to conform with the Town of Clayton standards and specifications. An existing water line along NC 42 will be extended through the Property. Sanitary sewer systems will be phased according to the allocation available from the Town, as described in the accompanying wastewater allocation agreement.

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

The proposed zoning district will not result in violations to the legal provisions of the Town's Code. Through amendments to the UDC, the Conditional Zoning process provides for the possibility of mutually agreeable zoning conditions for this request.

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.

This Rezoning does not adversely affect the adjoining property owners. The proposed uses and development standards for the residential development are consistent with the surrounding area, the Growth Plan, and compatible with the

Property. The Rezoning will improve vehicular and pedestrian connectivity for future development, and any adverse effects will be appropriately mitigated.

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 group will benefit materially to the detriment of the general public from this Rezoning nor development of the Property.

III. APPROVAL CRITERIA – MASTER PLAN

1. **Compliance with code section 155.203(L) and all other applicable requirements of this chapter, or analysis and justification if it deviates from the requirements of this chapter.**

This Rezoning complies with UDC Section 155.203(L) and all other applicable requirements. The proposed development standards and design guidelines defined in this document are appropriate for the residential uses permitted in the CZR district, and are compatible with the surrounding land uses. Except where modified by this document, this Rezoning complies with all standards specified in UDC Section 155.400 through 155.405 related to access, off-street parking and loading, landscaping, screening, buffering, signs, and outdoor lighting.

2. **Consistency with the Clayton General Design guidelines.**

This Rezoning is consistent with the Town of Clayton General Design Guidelines. Except where modified by the rezoning narrative or master plan, the Rezoning complies with all standards specified in UDC Section 155.400 through 155.405 related to access, off-street parking and loading, landscaping, screening, buffering, signs, and outdoor lighting.

3. **Conformance of the proposal with the stated purpose of the requested conditional zoning district.**

The intent of the proposed CZR district is to allow a residential development with a variety of housing types, thoughtful amenities, active recreation space, and large areas of preserved natural open space. Vehicular and pedestrian connectivity will be provided throughout the development in an organized, efficient network of streets, sidewalks, and walking trails. The development shall also help extend the Mountains to Sea trail. The design guidelines and development standards defined below are intended for this type of residential development, and will allow for a well-designed community.

4. **Compatibility of the proposed development with the adjacent community.**

The proposed development is limited to residential uses, including single family detached lots, townhouses, and multifamily units. These proposed uses, and the development standards restricting those uses, are compatible with the adjacent communities, which are zoned for and currently used for low density residential uses.

5. The quality of design intended for each component of the project and the ability of the overall development plan to ensure a unified, cohesive environment at full build-out.

The proposed development standards defined below and the master plan will ensure quality of design across the entire development, which is a significant 266 acres in area. The overall site layout is designed to create a cohesive environment by positioning the denser residential uses closer to NC 42, with centralized open spaces creating natural community gathering locations. The master plan features a creative integration of the residential uses, active open space, and the preserved open space to create a cohesive environment. The design guidelines will ensure quality architectural features that are consistent across the community.

6. Compatible relationship between each component of the overall project.

This Rezoning will feature a creative and thoughtful integration of the various residential uses through the use of design guidelines that carry over between each component of the development.

7. Self-sufficiency of each phase of the overall project.

The master plan is designed to ensure appropriate transportation, stormwater, utility, and other infrastructure improvements are completed at each phase of the project.

8. Documentation that the proposed infrastructure improvements accommodate the additional impacts caused by the development, or documentation to assure that the development, as proposed, will not overtax the existing public infrastructure systems.

Any additional impacts caused by the development have been considered when designing the master plan. A Traffic Impact Analysis recommended multiple improvements, which have been accounted for in the master plan, and a Wastewater Allocation Agreement ensures that this Rezoning will not overtax public utilities.

9. The fiscal impact of the proposal and the proposed financing or required improvements.

Financing for the development will be provided by the developer. By approval of this rezoning, the Town will benefit from the additional tax base and the development of the Property in a manner consistent with the Growth Plan.

10. The success of the proposal in providing adequate pedestrian and bicycle links within the development and with the adjacent community.

All streets within the development will provide public sidewalks and accessibility in accordance with Town standards. This Rezoning will establish several new street stub to facilitate future development and increase connectivity with the surrounding area. Sidewalks and walking trails will provide links between the different areas of the large community and connect the various amenities and active open spaces. A public greenway will be established to serve as part of the Mountains to Sea Trail.

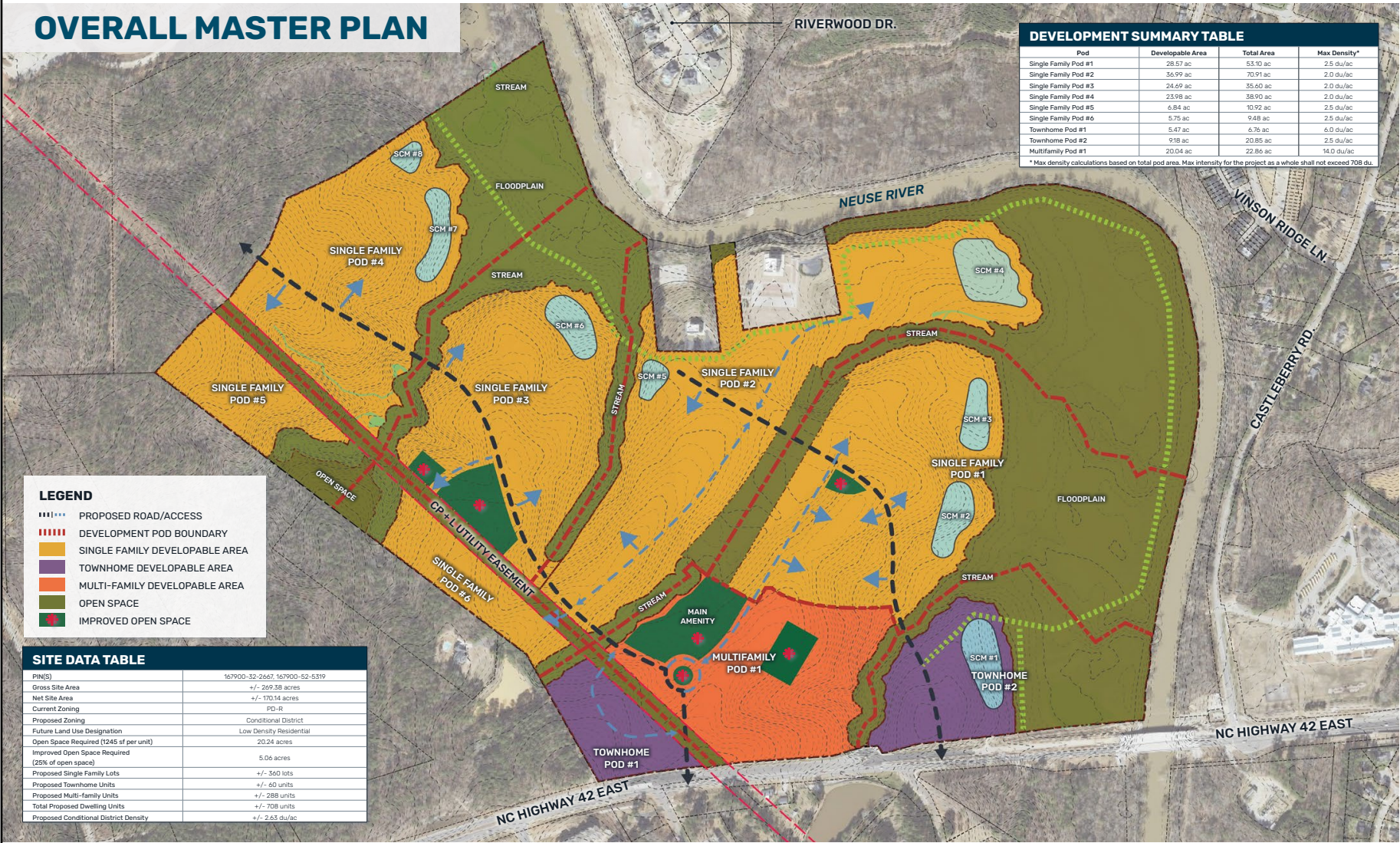
11. The effectiveness with which the proposal protects and preserves the ecologically sensitive areas within the development.

The Property has significant areas within the floodplain and areas of steep slopes, as defined by UDC Section 155.500. This Rezoning is proposing to preserve over 80 acres of Resource Conservation Area, including property within the floodplain, wetlands, and steep slopes. This Rezoning will also provide over 40 acres of passive open space and approximately 7 acres of improved open space.

OVERALL MASTER PLAN

DEVELOPMENT SUMMARY TABLE			
Pod	Developable Area	Total Area	Max Density*
Single Family Pod #1	28.57 ac	53.10 ac	2.5 du/ac
Single Family Pod #2	55.99 ac	70.91 ac	2.0 du/ac
Single Family Pod #3	24.69 ac	35.40 ac	2.0 du/ac
Single Family Pod #4	23.98 ac	38.90 ac	2.0 du/ac
Single Family Pod #5	6.84 ac	10.92 ac	2.5 du/ac
Single Family Pod #6	5.75 ac	9.48 ac	2.5 du/ac
Townhome Pod #1	5.47 ac	6.76 ac	6.0 du/ac
Townhome Pod #2	9.18 ac	20.85 ac	2.5 du/ac
Multifamily Pod #1	20.04 ac	22.86 ac	14.0 du/ac

* Max density calculations based on total pod area. Max intensity for the project as a whole shall not exceed 708 du.



LEGEND

- PROPOSED ROAD/ACCESS
- DEVELOPMENT POD BOUNDARY
- SINGLE FAMILY DEVELOPABLE AREA
- TOWNHOME DEVELOPABLE AREA
- MULTI-FAMILY DEVELOPABLE AREA
- OPEN SPACE
- IMPROVED OPEN SPACE

SITE DATA TABLE

PIN(S)	167900-32-2667, 167900-52-5319
Gross Site Area	+/- 269.38 acres
Net Site Area	+/- 170.14 acres
Current Zoning	PD-R
Proposed Zoning	Conditional District
Future Land Use Designation	Low Density Residential
Open Space Required (1245 sf per unit)	20.24 acres
Improved Open Space Required (25% of open space)	5.06 acres
Proposed Single Family Lots	+/- 360 lots
Proposed Townhome Units	+/- 60 units
Proposed Multi-family Units	+/- 288 units
Total Proposed Dwelling Units	+/- 708 units
Proposed Conditional District Density	+/- 2.63 du/ac

River Mews - Neighborhood Meeting Log (11/3/22)

Meeting Time: 6:00-8:00 PM

Meeting Location: Virtual (Zoom)

Total attendees: 6 (2 Neighbors/Residents and 4 Dev. Team)

Neighbors/Interested Residents Present:

- | | |
|-----------------------|------------------------------|
| 1. Edwin (Ted) Bogle | 2004 Sherwood Drive, Clayton |
| 2. Dr. Nicole Cordell | 2001 Fox Ridge Rd, Clayton |

Presenters / Development Team:

- a. David Bergmark (McAdams)
- b. Joey Brehm (Doran Company)
- c. Ben Lindau (Doran Company)
- d. Nate Bouquin (McAdams)

Presentation

David Bergmark provided a summary of the development proposal, as illustrated in the attached powerpoint presentation used the night of the neighborhood meeting. The main concern/desire expressed by both neighbors present was for a traffic signal to be installed along NC 42 to make it easier for area residents to enter and exit their neighborhood. These residents stated they had spoken to their neighbors and this was the main request of area residents.

Citizen Questions and Responses

1. Ted Bogle –

- a. Ted stated that he had talked with other neighbors along Fox Ridge Road and the #1 request they had was if a stoplight could be installed at Fox Ridge Road as a result of this neighborhood. He said it was very dangerous to pull out or try to break and pull into his neighborhood. [Traffic Signal]
 - i. **Response:** Nate Bouquin said the developer had spoken with NCDOT about obtaining better access for this development, but currently DOT was recommending two right-in right-out access points – NOT a full access signalized intersection. He said that DOT did require the develop to monitor the U-turn and signalize that once it meets warrants. Joey Brehm said that the developer was willing to fund a signal if DOT would allow a signal to serve this site.
- b. Ted said that an apartment on his side of NC 42 had issues with its stormwater retention and suggested we pay close attention to this in our development. [Stormwater]

- i. [Response](#): David said they would take this into consideration.
- c. Ted asked if he had seen that we would be building part of the Mountains to Sea Trail.
 - i. [Response](#): David Bergmark said their proposal did include constructing a portion of the Mountains to Sea trail within our site. He said the current trail was further to the north along the western side of the Neuse. [[Bike/Ped](#)]
- d. Ted asked if there was going to be a kayak or canoe launch along the Neuse
 - i. [Response](#): David Bergmark said the applicant had broached the idea of dedicating public park land to the town along the Neuse River, and that a kayak launch spot was one idea they had shared. [[Amenities](#)]
- e. Ted said he had lived in this area for 25 years, so he could testify that the area along the Neuse does flood somewhat regularly. [[Flooding](#)]
 - i. [Response](#): David Bergmark said this would be taken into consideration if any park amenities went within the floodplain.
- f. Ted asked if the community was going to be gated. [[Access](#)]
 - i. [Response](#): David Bergmark said he has not heard any discussion of this community being gated.

2. **Dr. Nicole Cordell –**

- a. Nicole said her main question was whether a traffic signal could be put in to make access easier and safer for her neighborhood? [[Traffic Signal](#)]
 - i. [Response](#): David Bergmark repeated the response given by Nate Bouquin above.
- b. Nicole asked if this development would change her neighborhoods status of being in the ETJ?
 - i. Response: David Bergmark said the proposed development had been recently annexed into the Town's corporate limits at the developer's request, but that River Mews would not cause her property to be annexed or for the zoning jurisdiction of her property to change.

Concluding Remarks

- David Bergmark thanked everyone for all their time and input.

***River Mews
Conditional Zoning District
Neighborhood Meeting
11.03.22***

OVERVIEW

- ▶ PURPOSE
- ▶ ROLES
- ▶ INTRODUCTIONS
- ▶ PROCESS
- ▶ PROJECT
- ▶ Q&A

PURPOSE



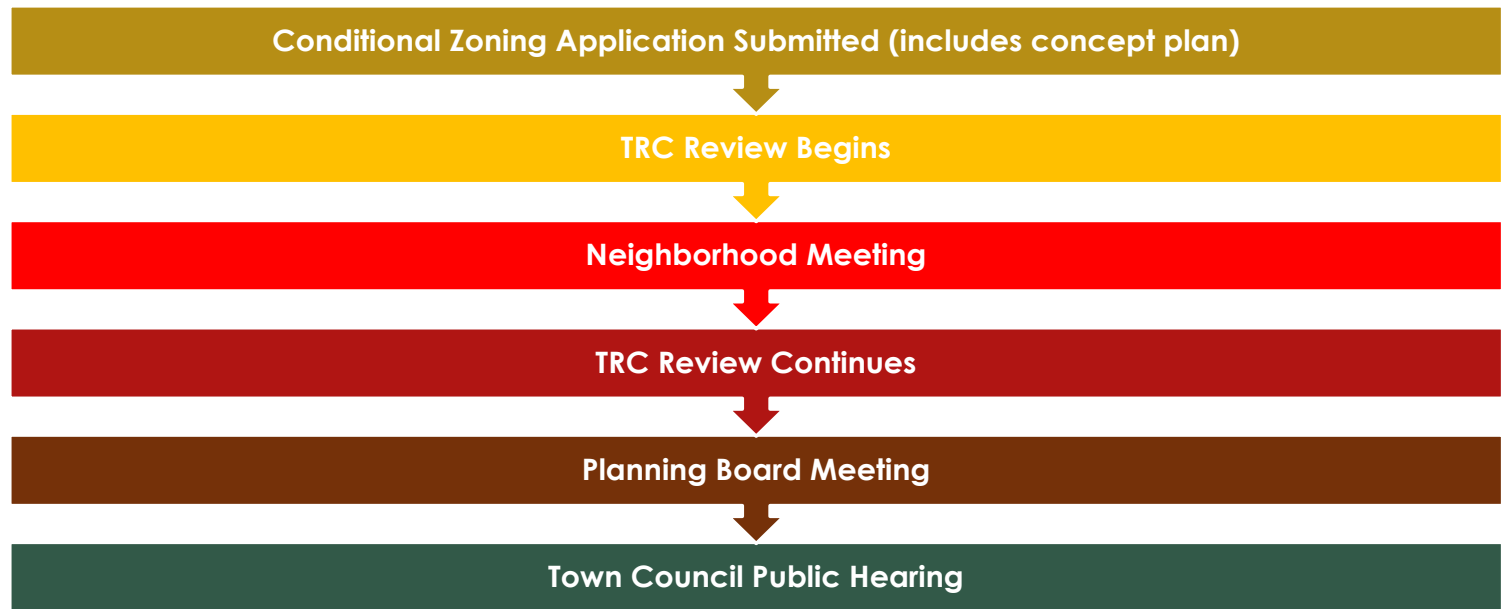
- WHO RECEIVED NOTIFICATION?
 - Property owners within 100 feet of the proposal
- WHY WE'RE HOLDING THE MEETING?
 - Unified Development Code requirement to meet with property owners & residents
 - To have an opportunity before the Town Council Public Hearing to receive feedback
 - To improve the proposal with that feedback
- HOW WILL WE DO THAT?
 - Following tonight's meeting, the applicant & Town staff will discuss your comments
 - Look for ways to improve the proposal using your comments

ROLES



- PROPERTY OWNER/RESIDENT:
 - Learn about the proposal
 - Provide feedback
 - Engage in improving Clayton
- DEVELOPER:
 - Explain the Conditional Zoning Process
 - Share the proposal
 - Hear concern
 - Improve the plan

PROJECT DEVELOPMENT TIMELINE



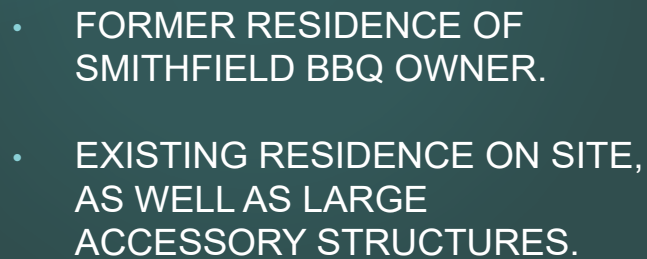
INTRODUCTION

- ▶ DEVELOPER/DEVELOPMENT TEAM
- ▶ RESIDENTS/PROPERTY OWNERS
 - ▶ All meeting participants – please type your name and address into the chat window to record attendance.

Conditional Zoning Process



- ZONING
 - Establishes parameters for permitted uses of land and impacts associated development standards
 - Controlled/Approved by the local jurisdiction (town/county)
- CONDITIONAL ZONING
 - Ties site-specific conditions to the rezoning
 - Allows for greater flexibility/tailored standards
 - Includes a conceptual plan
 - Conditions must be mutually agreed upon
 - Include architectural standards
 - Conditions and plan run with the land
 - Narrative Document accompanies application



-

PROJECT DETAILS

- **PROPOSED ZONING:** CONDITIONAL DISTRICT (RESIDENTIAL)
- **PROPOSED USE:** SFD DETACHED, TOWNHOMES, AND MULTIFAMILY.
- **TOTAL UNITS:** MAX OF 760
 - Max of 325 SFD (43%)
 - Max of 110 Townhomes (14%)
 - Max of 325 MF Apartment units (43%)
- **SITE AREA:** ~269 ACRES
- **DENSITY:** ~ 2.83 DUA (FLU CALLS FOR 3 DUA OR LESS)
- **SITE ACCESS:** NEW DRIVES OFF NC-42
- **TOTAL OPEN SPACE PROVIDED:** ~110 ACRES (OVER 30% OF SITE)
- **UTILITIES:** SITE HAS BEEN ANNEXED AND LOTS WOULD BE SERVED BY MUNICIPAL WATER AND SEWER (NOT WELL AND SEPTIC)

PROJECT DETAILS



- SINGLE FAMILY DWELLINGS
 - Mix of Front-loaded and Rear-loaded homes
 - 40' wide Rear Load
- TOWNHOMES
 - Mix of Front-loaded and Rear-loaded Townhomes
 - Min Lot width of 21'
 - 1-car garages used on front-load (to limit curb cuts)
 - Located closer to NC 42
- APARTMENTS
 - Max height of 4-stories
 - Located close to NC 42

EXISTING CONDITIONS

SITE DATA TABLE

PWD(S)	167900-52-2651 167900-52-5519
Gross Site Area	+/- 269.38 acres
Net Site Area	+/- 173.14 acres

AREA/PROGRAM

- 01 CATERPILLAR INC.
DB 5789 PG 24
PIN: 167900-24-3393
- 02 HUNT, ROBERT B
HUNT, MARGARET H
DB 5033 PG 177
PIN: 167900-12-6241
- 03 HUNT, MARK B
HUNT, JILL S
DB 3970 PG 908
PIN: 167900-21-7707
- 04 FALCON'S RIDGE LLC
DB 3062 PG 399
PIN: 167900-43-2205
- 05 MOORE, GREGORY A
DB 3062 PG 395
PIN: 167900-43-7307



OVERALL MASTER PLAN

DEVELOPMENT SUMMARY TABLE

Pod	Developable Area	Total Area	Max Density*
Single Family Pod #1	22.49 ac	47.02 ac	2.5 du/ac
Single Family Pod #2	36.99 ac	70.91 ac	2.0 du/ac
Single Family Pod #3	24.69 ac	35.60 ac	2.0 du/ac
Single Family Pod #4	23.98 ac	38.90 ac	2.0 du/ac
Single Family Pod #5	6.84 ac	10.92 ac	2.5 du/ac
Townhome Pod #1	11.22 ac	16.24 ac	5.5 du/ac
Townhome Pod #2	9.18 ac	20.85 ac	2.0 du/ac
Townhome Pod #3	6.08 ac	6.08 ac	7.25 du/ac
Townhome Pod #4	5.06 ac	7.04 ac	5.0 du/ac
Multifamily Pod #1	20.04 ac	22.86 ac	15.0 du/ac max

* Max density calculations based on total pod area. Max intensity for the project as a whole shall not exceed 760 du.

LEGEND

- PROPOSED ROAD/ACCESS
- DEVELOPMENT POD BOUNDARY
- SINGLE FAMILY DEVELOPABLE AREA
- TOWNHOME DEVELOPABLE AREA
- MULTI-FAMILY DEVELOPABLE AREA
- OPEN SPACE
- IMPROVED OPEN SPACE

SITE DATA TABLE

PROJECT	107000-00-0001, 107000-00-0209
Gross Site Area	±/- 269.38 acres
Net Site Area	±/- 150.14 acres
Current Zoning	PD-4
Proposed Zoning	Conditional District
Future Land Use Designation	Low Density Residential
Open Space Required (2045 of per unit)	21.7 acres
Improved Open Space Required (2045 of open space)	5.43 acres
Proposed Single Family Units	±/- 335 units (43N)
Proposed Townhome Units	±/- 110 units (43N)
Proposed Multi-Family Units	±/- 335 units (43N)
Total Proposed Dwelling Units	±/- 760 units (MAX)
Proposed Conditional District Density	±/- 2.9 du/ac

DEVELOPMENT SUMMARY TABLE

Pod	Developable Area	Total Area	Max Density*
Single Family Pod #1	22.49 ac	47.02 ac	2.5 du/ac
Single Family Pod #2	36.99 ac	70.91 ac	2.0 du/ac
Single Family Pod #3	24.69 ac	35.60 ac	2.0 du/ac
Single Family Pod #4	23.98 ac	38.90 ac	2.0 du/ac
Single Family Pod #5	6.84 ac	10.92 ac	2.5 du/ac
Townhome Pod #1	11.22 ac	16.24 ac	5.5 du/ac
Townhome Pod #2	9.18 ac	20.85 ac	2.0 du/ac
Townhome Pod #3	6.08 ac	6.08 ac	7.25 du/ac
Townhome Pod #4	5.06 ac	7.04 ac	5.0 du/ac
Multifamily Pod #1	20.04 ac	22.86 ac	15.0 du/ac max

* Max density calculations based on total pod area. Max intensity for the project as a whole shall not exceed 760 du.

OPEN SPACE + TRAILS PLAN

LEGEND

- PROPOSED ROAD/ACCESS
- PASSIVE OPEN SPACE
- IMPROVED OPEN SPACE
- 100-YEAR FLOODPLAIN
- STREAM BUFFER AREAS
- JURISDICTIONAL WETLANDS
- NATURAL STEEP SLOPES

RESOURCE CONSERVATION AREA TABLE

100 - Year Floodplain	+/- 78.2 acres
Stream Buffer	+/- 277 acres (14.54 acres outside of floodplain)
Jurisdictional Wetlands	+/- 3.21 acres (0.51 acres outside of floodplain and stream buffer areas)
Natural Steep Slopes >25% (>4:1)	+/- 10.52 acres (4.2 acres outside of floodplain, stream buffer, and jurisdictional wetland areas)
Total RCA Provided (No overlapping elements)	+/- 97.45 acres

IMPROVED OPEN SPACE SUMMARY

Open Space ID	Type	Minimum Acreage
1	Green	0.6 acres
2	Green	0.6 acres
3	Pool / Neighborhood Amenity	1 acre
4	Neighborhood Park	2.5 acres
5	Other	0.35 acres
6	Multifamily Pool / Clubhouse	0.6 acres

OPEN SPACE TABLE

Open Space Required (1245 sf per unit)	+/- 20.24 acres
Total Open Space Provided	+/- 49.34 acres
Improved Open Space Required (25% of open space)	+/- 5.06 acres
Improved Open Space Provided	+/- 5.65 acres

NOTES

- 01 Public greenway trail alignment is conceptual in nature, but does utilize some existing paved driveways to be repurposed as a public greenway trail.
- 02 Existing vegetation within the floodplain shall be used in lieu of a planted '15' Type C Buffer.
- 03 The developer has offered to dedicate acreage along the Neuse River to the Town for future development of a public park in exchange for a waiver from public park land fee in lieu. Details on this offer are still being developed with Town staff.

- POTENTIAL PUBLIC PARK LAND DEDICATION

Q&A



- PLEASE POST ANY QUESTIONS YOU HAVE IN THE CHAT BOX WITHIN THE ZOOM WEBINAR. QUESTIONS WILL BE READ ALOUD AND RESPONDED TO BY A PRESENTER.
- ANY PARTICIPANTS WHO CALLED IN ON THE PHONE WILL BE UNMUTED TO ALLOW FOR QUESTIONS.
- DEVELOPER REPRESENTATIVE: DAVID BERGMARK
 - 919-449-4005
 - Bergmark@mcadams.com

	TOWN OF CLAYTON POLICY	
	Department: Public Services	Effective: January 21, 2020
Policy Title: Water & Wastewater Allocation Policy Version #02 (V.02)	Supersedes: TC Action 2010-026	
	Prepared By: Richard D. Cappola Jr., PE Public Services Director	
	Approved By: Town Council Date: January 21, 2020	

I. Purpose

The Town of Clayton has invested substantial capital in the infrastructure necessary to support a growing, prosperous, and healthy community. Water supply and wastewater treatment capacities are among the most important elements of this infrastructure. The intent of this policy is to provide for the judicious allocation of these resources in conformity with adopted goals and priorities in an effort to shape the community consistent with the articulated vision to become the "Premier Community for Active Families." This policy is intended to manage the remaining capacity available until additional capacity is developed through construction of a new Water Reclamation Facility, and should be reviewed periodically to ensure it is achieving the intended purpose.

II. Scope

The Town Council for the Town of Clayton has adopted the Comprehensive Plan 2040 which is a useful tool to successfully evaluate applications for allocation of public resources so that the character of the community shall be consistent with its vision, values, and plans. In accordance with the "Town of Clayton Strategic Growth Plan", utility allocation reservations should support and maximize the concept of increasing the Town's property tax based revenues by the expansion and improvement of higher valued land use development, emphasizing a balance of Residential, commercial, and industrial uses.

III. Policy

The Town of Clayton seeks to grant utility allocations such that the existing character of the Town's utility customer base does not become more residential than is practical to achieve the intent of the Strategic Growth Plan, and seeks to increase the diversity of the customer base by increasing the percentage of resources devoted to industrial, commercial, and mixed use development.

The total amount of available capacity and each incremental increase in capacity should generally be allocated based on the following parameters:

- No more than fifty percent (50%) of the total available capacity may be allocated to projects that include solely residential development.
- At least thirty percent (30%) of the total available capacity shall be reserved for allocation to commercial/industrial projects.
- Projects encompassing mixed use (residential and commercial) elements may be considered for allocation even if such an allocation will exceed the limit established above for residential use.
Note: These percentages may be reviewed and adjusted by the Town Council at their discretion.

Due to weather related factors, the regulatory environment, and the dynamic nature of wastewater flow and treatment, accounting of available utility capacity is, by its very nature, inexact. The Town of Clayton shall track allocation reservations granted and the amount of capacity available. Such reports do not constitute a policy statement, commitment or guarantee on the amount of capacity available for allocation.

The following hierarchy shall apply to evaluation of utility allocation requests:

- Commercial properties with quality development projects
- Development projects with a mixed-use element
- Industrial projects and other major employer entities
- Additional phases attached to residential projects with a proven record of quality product and economic success
- Residential projects that include tangible, high quality community amenities
- Residential projects that include diverse products and opportunities
- Residential projects not otherwise described above

Evaluation of projects will be based on the scoring rubric attached hereto as Exhibit A, which is incorporated in this Agreement by reference. A project must meet or exceed 50 points to receive an allocation. Proposed projects can gain BONUS POINTS by the applicant offering to provide items listed on the rubric as part of their development proposal. Examples of these items may include such things as additional amenities (fire pits, community gardens, etc.) or offering to provide “Minimum of 25% of building façades will be made of masonry materials.”

The Town of Clayton may allocate utility service capacity to competing projects based on a demonstrated intent and ability of the applicant to meet adopted Town goals and plans for character and quality of development. The Town of Clayton reserves the right to deny a utility allocation request if the applicant fails to adequately demonstrate that the project meets adopted Town goals or plans, or in the case that the project is deemed to be less supportive of Town goals or plans of a competing project.

IV. Procedure

The owner or developer of any project requiring water or wastewater utility service from the Town of Clayton shall submit a written application, in the application form provided by Town Staff, for an allocation reservation. The application shall include detailed information on the amount of capacity necessary to serve the project, the nature of the project, project schedule in relation to demand of utility capacity, and other supporting information demonstrating how the project serves the needs and interests of the Town of Clayton. In the case of Industrial flows, additional information associated with the constituents shall be required and may be subject to other ordinances or policies of the Town.

- The Town Council shall review for approval all allocations which require or may require a daily flow allocation of ten thousand gallons or more (> 10,000 GPD)
 - The Town Council shall incorporate the evaluation of utility allocation requests into the decision-making process associated with Subdivisions, Mixed-use Planned Developments, and Special Use Permits. The criteria contained herein for evaluation of utility allocation requests shall be included as elements within the review processes for the accompanying land use application with regard to conformity with Town of Clayton policies and ordinances, planning practices, and consistency with adopted long-range and strategic plans.
 - For allocations requiring Town Council approval, but which do not require other land use regulatory reviews or approvals, the applicant shall provide a full description of how their project supports the goals and priorities established within this and related policies and plans in their application for allocation reservation.

- The Town Manager or their designee shall review for approval all applications for utility capacity which require a daily flow allocation of less than ten thousand gallons (< 10,000 GPD).
 - In addition to the scoring rubric, the Town Manager or their designee shall consider the goals articulated by this and related Town policies when reviewing applications for utility allocations. If an application is denied, the Town Manager or their designee shall state in writing the reasons for denial of the request.

V. General Conditions

- This policy shall replace any previous policies on water and wastewater allocations adopted by the Town Council.
- An allocation will expire if a project has not progressed in construction plan approval, building permit approval, or on-site construction within 12 months of award of the allocation.
- Upon request by the applicant and at the discretion of the Town Engineer, an allocation may be extended for one twelve (12) month period.
- If a project is unsuccessful in obtaining any required Federal, State, or local government permit or approval the reservation shall be retracted. The Town of Clayton shall bear no liability for any costs incurred by the applicant, nor bare further responsibility in the matter.
- Granting of a utility allocation does not imply or confer approval of any other applications or reviews as may be required by Town Ordinance or policy and does not imply or create any vested right.
- Public water may be utilized for irrigation purposes so long as the Primary Use associated with the site has previously gained a water allocation through the Town.
- This policy shall be reviewed annually and, when appropriate, readjusted by the Town Council. The Town's overall progress on policy goals will be considered and the multipliers and/or point thresholds readjusted accordingly.

V. Appeals Process

- Appeal of any provision of this policy shall be made to the Town Council.
- Appeal of any decision on a utility allocation by the Town Manager or their designee shall be made to the Town Council for final decision. Any such appeal shall be placed on the agenda of a regularly scheduled Town Council meeting.



WATER & WASTEWATER ALLOCATION CRITERIA				
TOTAL POINTS = 65 MINIMUM 50 POINTS REQUIRED				
	Category	Points	Calc.	Notes
DEVELOPMENT TYPE ¹ (Choose 1 from this category)	Government/Public Admin./Public Safety	50		
	Non-residential (Commercial) - Retail & Restaurant	30		
	Non-residential (Commercial) - Office	20		
	Non-residential (Commercial) - Warehouse	15		
	Non-residential (Commercial) - Medical	25		
	Non-residential (Commercial) - Hotel/Motel	35		
	Industrial/Manufacturing	30		
	Institutional	15		
	Residential Existing Lot- Single Family Detached	40		Individual Existing Lot construction
	Residential Subdivision - Single Family Detached (> 0.25 Acre Lots)	20		Single Family Homes on Individual Lots greater than 0.25 acres
	Residential Subdivision - Single Family Detached (< 0.25 Acre Lots)	15		Single Family Homes on Individual Lots less than 0.25 Acres
	Residential Subd.- Single Family Attached (> 1,500 SF Heated Space)	10		Townhomes with heated square-footage greater than 1,500 SF
	Residential Subd.- Single Family Attached (< 1,500 SF Heated Space)	5		Townhomes with heated square-footage less than 1,500 SF
	Residential - Multifamily (Apartments)	10		
	Mixed-Residential	25	25	Mix of various lot sizes of Single-family, Townhomes, and Apartments
	Mixed-Use Commercial & Residential	30		Mix of Residential and Non-residential (Commercial) uses
	Downtown Redevelopment	30		
	Infill Development	25		Utilities already exist within 300 Feet of property
FUTURE TAX STATUS (Choose 1 from this category)	Exempt	0		
	Residential	5	5	
	Non-residential	10		
	Industrial	10		
COMMUNITY BENEFIT BONUS POINTS (Choose All that apply from this category)	Cultural Arts/Entertainment for Public	10		
	Sports/Recreation for Public	10	10	>13 acres of land offered for dedication along Neuse River.
	Town Electric Customer	20		
	Expansion of existing non-residential use	10		
	Re-development of an existing property	5	5	Must result in increased property value For event venue
	Residential Subdivision - Additional amenities included	5 - 15	15	Pool, Clubhouse, sports courts, etc. - 5 pts per, max 15 pts Pool, Clubhouse, Pickleball Courts
	Job Creation - 10 to 25 new jobs	5		
	Job Creation - 26 to 100 new jobs	10		
	Job Creation - 100+ new jobs	15		
	Job creation - Jobs created will have salaries at or above median income	5		Must be greater than 50% of jobs added with documentation to confirm
	Residential - Multiple-Car Garages provided	5	5	All single-family detached homes will have 2 car garages
	Residential - Overflow Parking provided	5		Subject to Planning and Engineering support
	Masonry Elements included in Building Construction	10		
	Sustainable/High Efficiency Products and appliances used	5 - 15		5 pts per, max 15 pts
	Private trail connection to Public Greenway	10	10	
COMMUNITY IMPACT DEDUCT POINTS (Choose All that apply from this category)	Pump Station Improvements required ²	-10	-10	Subject to Town policy and standards
	New Pump Station Required ²	-20		Subject to Town policy and standards
	Out-of Town Status (After construction)	-10		
	Outside Fire District	-5		
	Inconsistent with Comp Plan	-5		
CLARIFICATIONS	1	Any Development Type Category not listed is subject to Town Council discretion with staff recommendation.		
	2	The Town Engineer may waive these deductions if the improvements are consistent with Future utility service plans, replace/offline an aging station, or are in the best interest of the Town.		



TOWN OF CLAYTON
Engineering & Inspections Department
111 E. Second Street, Clayton, NC 27520
P.O. Box 879, Clayton, NC 27528
Phone: 919-553-5002
Fax: 919-553-1720

WASTEWATER ALLOCATION REQUEST

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

Wastewater Allocation Request Review Fee: \$250

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

SITE INFORMATION

Name of Project: River Mews Acreage of Property: 274.93
County Tag Number: 05I04199Q, 05J05001D, 05J05001F, & 05J05001E NC PIN: 167900-32-2667, 167900-52-5319, 167900-43-2205, & 167900-43-7307
Address/Location: 1603 NC Hwy 42, Clayton NC 27527

Zoning District: PD-R (Existing) ; Proposed Conditional District
Town Limits / ETJ: ☐ Town Limits ☐ ETJ (Extra-Territorial Jurisdiction)

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

Applicant: McAdams
Mailing Address: 2905 Meridian Parkway, Durham NC 27713
Phone Number: 919-475-1923 Fax: _____
Contact Person: Ryan Akers
Email Address: akers@mcadamsco.com

PROPERTY OWNER INFORMATION

Name: Gregory A. Moore (Manager of River Mews Estate LLC & Falcon Hamlet LLC)
Mailing Address: PO Box 979, Cary NC 27512-0979
Phone Number: _____ Fax: _____
Email Address: _____

FOR OFFICE USE ONLY

Date Received: _____ File Number: _____ Associated Project Number: _____

PROJECT INFORMATION

Use: ☒ New ☐ Expanded ☐ Change

Use Type: ☐ Residential ☐ Non-Residential

Proposed Use(s): SFD, Townhome, Multifamily Existing Use(s): 1 SFD

Invoice shall be mailed to the following:

Developer Name: Golden Hour Collective, LLC (ATTN: Joey Brehm)

Mailing Address: 7803 Glenroy Road #200, Minneapolis, MN 55439

Phone Number: (952) 913-8076 Fax Number: _____

Email Address: joeybrehm.mn@gmail.com

ALLOCATION REQUEST

The following is required:

- For non-residential construction, submit a floor plan of proposed building.
- Use additional sheets if necessary.
- Provide any documentation supporting/justifying the request as an attachment (using a comparable use is recommended).
- If a phasing / take-down schedule is proposed, include as an attachment.

Residential:

Gross Acreage: 274.93 ac.

Single Family	# of Units	GPD per Unit	Total Requested GPD
1-2 Bedroom Units			
3 Bedroom Units	401	250	100,250
>3 Bedroom Units	184	250	46,000
Total	585	-----	146,250

Multi-Family	# of Units	GPD per Unit	Total Requested GPD
1-2 Bedroom Units	240	240	57,600
3 Bedroom Units			
>3 Bedroom Units			
Total	240	-----	57,600

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

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

Gross Acreage: N/A

Use	Measurement Unit	# of Units	GPD per Unit	Total Requested GPD
Multifamily Clubhouse	0.12 per SF (estimate)	1	1080	1080
SFD Clubhouses # 1 & # 2	0.12 per SF (estimate)	2	315	630
Event Venue (350 seats max)	seats	350	30	10500
Total		353	-----	12,010

TOTAL REQUESTED GALLONS PER DAY: 216,060

NOTE TO APPLICANT:

Invoicing:

Invoices are generated on the following schedule:

Non-Residential:

Generated with the application for a Zoning Compliance Permit.

Residential:

Multi-Family / Apartments:

Generated with the application for a Zoning Compliance Permit.

Subdivision / Subdivided Lots:

Generated at Final Plat submittal.

Fee Development:

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

Approval:

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

APPLICANT AFFIDAVIT

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

Ryan Akers

Print Name



Signature of Applicant

03/09/23
04/06/23

Date

Engineer Seal:



TOWN OF CLAYTON OFFICE USE ONLY:

Approved by: ☐ Town Manager

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

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

gallons per day for project # _____.

Date of Approval: _____

Signed:

Town Manager

If approved by Town Council:

Attach a copy of the resolution and any associated documentation.

APPENDIX A: DESIGN FLOW RATES

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

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

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

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

Exhibit A: River Mews Estimated Platting Schedule (Updated 3/9/23)

(Estimated Lots/Units Platted by Quarter)

END of Q3 - 2024

- 45 TH
- 120 Multifamily

Total SFD/TH Lots Platted: 45

Total Multifamily Units Platted: 120

END of Q4 - 2024

- 101 SF
- 227 TH
- 120 Multifamily

Total SFD/TH Lots Platted: 328

Total Multifamily Units Platted: 120

END of Q1 - 2025

- 47 SF
- 52 TH

Total SFD/TH Lots Platted: 99

Total Multifamily Units Platted: 0

END of Q2 - 2025

- 85 SF
- 28 TH

Total SFD/TH Lots Platted: 113

Total Multifamily Units Platted: 0

Note: The schedule provided above is based on platted lots by quarter. Following platting, use of water will be delayed by the time it takes to realistically pull building permits and construct homes. The applicant anticipates approximately half of the 825 units to obtain a certificate of occupancy by Q3 2025, with the last certificate of occupancy being issued in mid/late 2027.

March 10, 2023

Sam C. Lawhorn, P.E.
NCDOT – District 3 Division 4
67 Jr. Road Suite 700
Selma, NC 27576
919.739.5300

RE: River Mews – Clayton, North Carolina – Traffic Impact Analysis Addendum

Dear Mr. Lawhorn,

TIA ADDENDUM

This letter presents updated analysis as an addendum to the previously completed Traffic Impact Assessment (TIA) for the proposed River Mews development that was completed in August of 2022 by McAdams. The proposed development will be located north of NC 42 and south/west of the Neuse River in Clayton, NC. The purpose of this TIA Addendum is to determine the potential traffic impacts of the proposed development as it relates to the change in trip generation potential from the previously completed TIA (August 2022) as well as the internal roadway network layout and to identify transportation improvements that may be required to mitigate the development's impact on the surrounding roadway network. This addendum reviews the operations at all study intersections from the original TIA under revised Build (2027) traffic conditions. Based on coordination with NCDOT and Town staff, since background assumptions are not expected to change within this addendum results from Existing (2022) and No-Build (2027) conditions from the original TIA are utilized. Refer to the previously completed TIA for a breakdown of the assumed methodology and depiction of traffic volumes.

BUILD TRAFFIC

The original TIA considered a density of 400 single family detached homes and 306 townhomes. The revised analysis in this addendum considers a buildout density of 233 single family detached homes, 352 townhomes, and 240 low-rise apartment units. Based on the Institute for Transportation Engineers (ITE) *Trip Generation Manual*, 11th Edition, and the suggested method of trip calculations provided in NCDOT's *Rate vs. Equation spreadsheet*, trips for the proposed development were calculated for weekday daily, weekday AM peak hour, and weekday PM peak hour. Refer to Table 1, on the following page, for the trip generation for the previously considered and currently proposed land uses, as well as a comparison of the net change in trip generation potential.

TABLE 1: TRIP GENERATION

Land Use (ITE Code)	Density	Calculation Methodology	Daily Trips	AM Peak Hour			PM Peak Hour		
				Enter	Exit	Total	Enter	Exit	Total
Single Family Detached (210)	233 units	Adjacent / Equation	2,197	40	121	161	139	81	220
Single Family Attached (215)	352 units	Adjacent / Equation	2,632	44	133	177	122	85	207
Multi-Family [low-rise] (220)	240 units	Adjacent / Equation	1,614	23	74	97	78	46	124
Total			6,443	107	328	435	339	212	551

Site trips were distributed according to the approved regional distributions in the original TIA with modifications made to the way traffic was assumed to enter and exit the site due to the change in the internal roadway network for the proposed site. The revised trip distribution was approved by NCDOT. Refer to the attachments for the detailed trip distribution percentages within the study area.

The trip distribution was applied to the updated trip generation to determine the trip assignment for the proposed development site trips at all study intersections. Refer to the attachments for the site trip assignment. To determine the future traffic volumes at the study intersections with buildout of the proposed site, the No-Build (2027) traffic volumes from the original TIA were added to the site trip assignment to determine Build (2027) traffic volumes. Refer to the attachments for the Build (2027) traffic volumes.

CAPACITY ANALYSIS

The intersections and analysis scenarios included in this study were analyzed to determine the potential impact by the proposed development and to recommend improvements to mitigate any potential impacts. The capacity analysis reviews the level of service (LOS), delay, and vehicle queues expected under each analysis scenario utilizing the methodology contained in the *Highway Capacity Manual* (HCM), 6th Edition, published by the Transportation Research Board.

LOS is a qualitative measurement of traffic operations based on the average total vehicle delay of the movement, approach, or intersection. The HCM includes six levels of service, ranging from level "A" (free flow conditions) to level "F" (where over-saturated conditions are evident).

A computer software package, Synchro (version 11.1), was utilized for the analysis of operations within this study. Within this software package, SimTraffic was also used to review queue lengths and the operations of intersections within the context of location and spacing in the study area. The capacity analysis summary table for each study intersection provides the delay and LOS for each approach and overall intersection, when appropriate. More detailed queues and delay information is provided in the attachments.

HIGHWAY 70 BUSINESS + NC 42 / ROSE STREET

The intersection of US Highway 70 Business and NC 42 / Rose Street is currently a signalized, four-leg intersection. This intersection was analyzed under Build (2027) conditions in this addendum, with analysis of Existing (2022) and No-Build (2027) conditions provided from the previously completed TIA.

Table 2 provides the capacity analysis for the subject intersection with the lane configurations and traffic control shown in the table. Refer to the attachments for the Synchro capacity analysis reports and SimTraffic queueing and performance reports.

TABLE 2: CAPACITY ANALYSIS SUMMARY OF HIGHWAY 70 BUSINESS + NC 42 / ROSE STREET

Conditions	A P P R O A C H	Lane Configurations	Weekday AM Peak Hour		Weekday PM Peak Hour	
			LOS and Approach Delay (seconds)	Overall Delay (seconds)	LOS and Approach Delay (seconds)	Overall Delay (seconds)
Existing (2022) <i>From Original TIA</i>	EB	2 LT, 2 TH, 1 RT	D (42)	D (37)	D (44)	D (44)
	WB	1 LT, 2 TH, 1 RT	D (37)		D (52)	
	NB	1 LT, 1 TH, 1 RT	F (87)		F (114)	
	SB	1 LT, 1 LT-TH, 1 RT	C (28)		C (30)	
No-Build (2027) <i>From Original TIA</i>	EB	2 LT, 2 TH, 1 RT	D (43)	D (48)	D (54)	E (55)
	WB	1 LT, 2 TH, 1 RT	D (51)		E (68)	
	NB	1 LT, 1 TH, 1 RT	F (89)		F (125)	
	SB	1 LT, 1 LT-TH, 1 RT	D (50)		D (42)	
Build (2027)	EB	2 LT, 2 TH, 1 RT	D (50)	E (63)	E (75)	E (66)
	WB	1 LT, 2 TH, 1 RT	D (52)		E (66)	
	NB	1 LT, 1 TH, 1 RT	F (89)		F (125)	
	SB	1 LT, 1 LT-TH, 1 RT	F (81)		D (48)	

Capacity analysis of Existing (2022) conditions indicate that the intersection of US Highway 70 Business and NC 42 / Rose Street is expected to operate at an overall LOS D during the weekday AM and PM peak hours. Under No-Build (2027) conditions, the intersection is expected to continue to operate at an overall LOS D during the weekday AM peak hour and degrade to an overall LOS E during the weekday PM peak hour. Under Build (2027) conditions, the intersection is expected to operate at an overall LOS E during both the weekday AM and PM peak hours.

Since this intersection was analyzed as the sole intersection of the US Highway 70 Business coordinated system, signal timing modifications were not considered under Build (2027) conditions as they would not accurately reflect potential negative impacts along the corridor. Synchro analysis indicates approximately 15 seconds of additional delay during the weekday AM peak hour and 11 seconds of additional delay during the weekday PM peak hour at the subject intersection with the addition of the site trips associated with the proposed development. It should also be noted that the proposed development is expected to account for approximately 5% of the overall traffic at the subject intersection during the weekday AM peak hour and 6% during the weekday PM peak hour. Due to the minor impacts at the subject intersection caused by the proposed development, no roadway improvements are recommended by the developer at the subject intersection.

NC 42 + E FRONT STREET

The intersection of NC 42 and E Front Street is currently a signalized, three-leg intersection. This intersection was analyzed under Build (2027) conditions in this addendum, with analysis of Existing (2022) and No-Build (2027) conditions provided from the previously completed TIA.

Table 3 provides the capacity analysis for the subject intersection with the lane configurations and traffic control shown in the table. Refer to the attachments for the Synchro capacity analysis reports and SimTraffic queueing and performance reports.

TABLE 3: CAPACITY ANALYSIS SUMMARY OF NC 42 + E FRONT STREET

Conditions	A P P R O A C H	Lane Configurations	Weekday AM Peak Hour		Weekday PM Peak Hour	
			LOS and Approach Delay (seconds)	Overall Delay (seconds)	LOS and Approach Delay (seconds)	Overall Delay (seconds)
Existing (2022) <i>From Original TIA</i>	EB NB SB	2 LT, 1 RT 1 LT, 2 TH 1 UT, 2 TH, 1 RT	D (40) A (9) A (10)	B (12)	D (51) B (15) A (9)	B (17)
No-Build (2027) <i>From Original TIA</i>	EB NB SB	2 LT, 1 RT 1 LT, 2 TH 1 UT, 2 TH, 1 RT	D (39) B (11) B (16)	B (16)	D (51) C (26) B (15)	C (24)
Build (2027)	EB NB SB	2 LT, 1 RT 1 LT, 2 TH 1 UT, 2 TH, 1 RT	D (39) B (11) C (22)	B (20)	D (54) D (35) B (17)	C (29)

Capacity analysis of Existing (2022), No-Build (2027), and Build (2027) conditions indicate that the intersection of NC 42 and E Front Street is expected to operate at an overall LOS C or better during the weekday AM and PM peak hours. The proposed development is expected to account for approximately 4 seconds of additional delay during the weekday AM peak hour and 5 seconds of delay during the weekday PM peak hour. Due to the minor impacts at the subject intersection caused by the proposed development, no roadway improvements are recommended by the developer at the subject intersection.

NC 42 + GLEN LAUREL ROAD

The intersection of NC 42 and Glen Laurel Road is currently a signalized, four-leg intersection. This intersection was analyzed under Build (2027) conditions in this addendum, with analysis of Existing (2022) and No-Build (2027) conditions provided from the previously completed TIA.

Table 4 provides the capacity analysis for the subject intersection with the lane configurations and traffic control shown in the table. Refer to the attachments for the Synchro capacity analysis reports and SimTraffic queueing and performance reports.

TABLE 4: CAPACITY ANALYSIS SUMMARY OF NC 42 + GLEN LAUREL ROAD

Conditions	A P P R O A C H	Lane Configurations	Weekday AM Peak Hour		Weekday PM Peak Hour	
			LOS and Approach Delay (seconds)	Overall Delay (seconds)	LOS and Approach Delay (seconds)	Overall Delay (seconds)
Existing (2022) <i>From Original TIA</i>	EB	1 LT, 2 TH, 1 RT	B (18)	C (26)	C (28)	C (27)
	WB	1 LT, 1 TH, 1 TH-RT	B (17)		B (13)	
	NB	1 LT, 1 LT-TH, 1 RT	D (52)		D (48)	
	SB	1 LT-TH, 1 RT	D (55)		E (55)	
No-Build (2027) <i>From Original TIA</i>	EB	1 LT, 2 TH, 1 RT	C (25)	C (31)	D (48)	D (40)
	WB	1 LT, 1 TH, 1 TH-RT	C (26)		C (21)	
	NB	1 LT, 1 LT-TH, 1 RT	D (50)		D (50)	
	SB	1 LT-TH, 1 RT	D (55)		E (57)	
Build (2027)	EB	1 LT, 2 TH, 1 RT	C (26)	C (34)	F (95)	E (63)
	WB	1 LT, 1 TH, 1 TH-RT	C (32)		C (22)	
	NB	1 LT, 1 LT-TH, 1 RT	D (50)		D (50)	
	SB	1 LT-TH, 1 RT	D (55)		E (57)	
Build (2027) – with Timing Modifications	EB	1 LT, 2 TH, 1 RT	B (16)	C (33)	C (33)	D (37)
	WB	1 LT, 1 TH, 1 TH-RT	C (23)		C (21)	
	NB	1 LT, 1 LT-TH, 1 RT	F (85)		F (87)	
	SB	1 LT-TH, 1 RT	C (26)		B (11)	

Capacity analysis of Existing (2022), No-Build (2027), and Build (2027) conditions indicate that the intersection of NC 42 and Glen Laurel Road is expected to operate at an overall LOS C during the weekday AM peak hour. During the weekday PM peak hour, the subject intersection is expected to operate at an overall LOS C under Existing (2022) conditions and degrade to an overall LOS D and LOS E under No-Build (2027) and Build (2027) conditions, respectively. Due to the degradation of operations during the weekday PM peak hour, an additional scenario was provided under Build (2027) conditions to demonstrate the real-world operations expected during the weekday PM peak hour when right-turn-on-red (RTOR) operations is in use. As currently signed, these maneuvers are allowable. Additional timings were modified at the subject intersection to add time to the coordinated eastbound / westbound approaches. Under this scenario, the intersection is expected to operate at an overall LOS D during the weekday PM peak hour. Signal timing modifications are periodically completed by NCDOT to account for changes to traffic patterns and coordination along a corridor, as such, these timing modifications would be expected to be completed by NCDOT and are not a recommended for the developer to implement.

Under Build (2027) conditions, the proposed development is expected to account for approximately 8.7% of the overall intersection traffic during the weekday AM peak hour and 9.8% of the overall intersection traffic during the weekday PM peak hour. Due to the minor impacts at the subject intersection caused by the proposed development, no roadway improvements are recommended by the developer at the subject intersection.

NC 42 + FOX RIDGE ROAD / SITE DRIVE #1

The intersection of NC 42 and Fox Ridge Road is currently a signalized, three-leg intersection. Under build conditions, the proposed site driveway is expected to establish the southbound leg of this intersection and is expected to be restricted to right-in/right-out operations. This intersection was analyzed under Build (2027) conditions in this addendum, with analysis of Existing (2022) and No-Build (2027) conditions provided from the previously completed TIA. Based on review of the capacity analysis and NCDOT Driveway Manual guidelines for right-turn lanes at site driveways, the following improvements are recommended to be constructed by the developer.

- > Construct Site Drive #2 as the southbound approach with one (1) ingress lane and one (1) egress lane.
- > Provide stop-control for the southbound approach of the proposed driveway.
- > Construct an exclusive westbound right-turn lane on NC 42 with a minimum of 50 feet of full width storage and appropriate deceleration and taper.

Table 5 provides the capacity analysis for the subject intersection with the lane configurations and traffic control shown in the table. Refer to the attachments for the Synchro capacity analysis reports and SimTraffic queueing and performance reports.

TABLE 5: CAPACITY ANALYSIS SUMMARY OF NC 42 + FOX RIDGE ROAD / SITE DRIVE #1

Conditions	A P P R O A C H	Lane Configurations	Weekday AM Peak Hour		Weekday PM Peak Hour	
			LOS and Approach Delay (seconds)	Overall Delay (seconds)	LOS and Approach Delay (seconds)	Overall Delay (seconds)
Existing (2022) <i>From Original TIA</i>	EB WB ² NB ¹	1 TH, 1 RT 1 LT, 1 TH 1 RT	-- A (0) C (16)	N/A	-- A (0) C (25)	N/A
No-Build (2027) <i>From Original TIA</i>	EB WB ² NB ¹	<u>2 TH</u> , 1 RT 1 LT, <u>2 TH</u> 1 RT	-- C (15) B (13)	N/A	-- D (30) C (18)	N/A
Build (2027)	EB WB ² NB ¹ SB ¹	<u>2 TH</u> , 1 RT 1 LT, <u>2 TH</u> , 1 RT 1 RT 1 RT	-- D (31) B (14) D (32)	N/A	-- F (220) C (21) C (18)	N/A

1. Level of service for minor-street approach.

2. Level of service for major-street left-turn movement.

Improvements by NCDOT as part of R-3825B are shown underlined.

Improvements recommended to be constructed by the Developer are shown in **bold**.

Capacity analysis of Existing (2022) and No-Build (2027) conditions indicate that the minor street approach and major street left-turn movement at the intersection of NC 42 and Fox Ridge Road / Site Drive #1 is expected to operate at LOS D or better during the weekday AM and PM peak hours. Under Build (2027) conditions, the westbound major-street u-turn movement is expected to degrade to LOS F during the weekday PM peak hour, while the remaining

movements at this intersection are expected to operate at LOS D or better during the weekday AM and PM peak hours.

Synchro intersection analysis utilizes methodology from the highway capacity manual (HCM) to determine level of service based on each specific intersections' configurations, this methodology does not consider the proximity of upstream intersections. SimTraffic software allows for a simulation-based analysis to take an intersections locations and proximity into account with the analysis. Based on the SimTraffic queue and delay reports of Build (2027) conditions with signal timing modifications at the intersections of NC 42 with Glen Laurel Road and Castleberry Drive, the southbound approach at this intersection is expected to experience approximately 36 seconds of delay per vehicle during the weekday AM peak hour and 12 seconds of delay during the weekday PM peak hour under Build (2027) conditions. The westbound u-turn movement is expected to experience approximately 2 seconds of delay per vehicle and a 95th percentile queue length of 62 feet during the weekday AM peak hour and approximately 2 seconds of delay per vehicle and a 95th percentile queue length of 49 feet during the weekday PM peak hour according to the SimTraffic simulations of the Build (2027) with signal timing modifications conditions.

The acceptable operation of the subject intersection according to the SimTraffic simulations is expected to be from the gaps in traffic provided by upstream intersections. A turn lane along NC 42 at the proposed site driveway is recommended according to the NCDOT warrant for left and right-turn lanes at unsignalized driveways chart contained within the NCDOT Driveway Manual. Based on this chart, a 50-foot right-turn lane is recommended on NC 42.

NC 42 + EASTBOUND U-TURN

The intersection of NC 42 and Fox Ridge Road is currently an unsignalized intersection with no minor-street approach. This intersection was analyzed under Build (2027) conditions in this addendum, with analysis of Existing (2022) and No-Build (2027) conditions provided from the previously completed TIA. Due to limitations with Synchro analysis software, the intersection was analyzed with the U-turn movement as a northbound left-turn movement.

Table 6 provides the capacity analysis for the subject intersection with the lane configurations and traffic control shown in the table. Refer to Appendix H for the Synchro capacity analysis reports.

TABLE 6: CAPACITY ANALYSIS SUMMARY OF NC 42 + EASTBOUND U-TURN

Conditions	A P P R O A C H	Lane Configurations	Weekday AM Peak Hour		Weekday PM Peak Hour	
			LOS and Approach Delay (seconds)	Overall Delay (seconds)	LOS and Approach Delay (seconds)	Overall Delay (seconds)
Existing (2022) <i>From Original TIA</i>	EB ¹ WB	1 UT, 2 TH 2 TH	D (30) --	N/A	C (21) --	N/A
No-Build (2027) <i>From Original TIA</i>	EB ¹ WB	1 UT, <u>2 TH</u> <u>2 TH</u>	C (19) --	N/A	C (15) --	N/A
Build (2027)	EB ¹ WB	1 UT, <u>2 TH</u> <u>2 TH</u>	D (25) --	N/A	C (22) --	N/A

1. Level of service for major-street u-turn movement.

Improvements by NCDOT as part of R-3825B are shown underlined.

Capacity analysis of Existing (2022), No-Build (2027), and Build (2027) conditions indicate the major-street U-turn movement at the intersection of NC 42 and Eastbound U-Turn is expected to operate at a LOS D or better during the weekday AM and PM peak hours under all analysis scenarios. Due to the expected acceptable operation of this intersection upon buildout of the proposed development, no roadway improvements are recommended by the developer at the subject intersection.

NC 42 + CASTLEBERRY ROAD

The intersection of NC 42 and Castleberry Road is currently a signalized intersection, three-leg intersection. This intersection was analyzed under Build (2027) conditions in this addendum, with analysis of Existing (2022) and No-Build (2027) conditions provided from the previously completed TIA.

Table 7 provides the capacity analysis for the subject intersection with the lane configurations and traffic control shown in the table. Refer to Appendix H for the Synchro capacity analysis reports.

TABLE 7: CAPACITY ANALYSIS SUMMARY OF NC 42 + CASTLEBERRY ROAD

Conditions	A P P R O A C H	Lane Configurations	Weekday AM Peak Hour		Weekday PM Peak Hour	
			LOS and Approach Delay (seconds)	Overall Delay (seconds)	LOS and Approach Delay (seconds)	Overall Delay (seconds)
Existing (2022) <i>From Original TIA</i>	EB WB SB	1 LT, 1 TH 1 UT, 1 TH, 1 RT 1 LT, 1 RT	C (31) E (67) E (79)	D (55)	C (32) C (33) E (71)	D (37)
No-Build (2027) <i>From Original TIA</i>	EB WB SB	1 LT, <u>2 TH</u> 1 UT, <u>2 TH</u> , 1 RT 1 <u>LT-RT</u> , 1 RT	B (20) C (30) E (56)	C (31)	D (44) D (36) D (42)	D (41)
Build (2027)	EB WB SB	1 LT, <u>2 TH</u> 1 UT, <u>2 TH</u> , 1 RT 1 <u>LT-RT</u> , 1 RT	D (38) C (32) E (60)	D (39)	F (145) D (39) D (46)	F (97)
Build (2027) – with timing modifications	EB WB SB	1 LT, <u>2 TH</u> 1 UT, <u>2 TH</u> , 1 RT 1 <u>LT-RT</u> , 1 RT	C (24) D (37) E (66)	D (37)	D (46) E (62) F (90)	E (57)

Improvements by NCDOT as part of R-3825B are shown underlined.

Capacity analysis of Existing (2022) and No-Build (2027) conditions indicate that the intersection of NC 42 and Castleberry Road is expected to operate at an overall LOS D or better during the weekday AM and PM peak hours. Under Build (2027) conditions, the overall intersection operation is expected to degrade to a LOS D during the weekday AM peak hour and LOS F during the weekday PM peak hour.

Due to the degradation of operations to LOS F during the weekday PM peak hour, an additional scenario was provided under Build (2027) conditions to demonstrate the real-world operations expected during the weekday peak hours with optimal signal timings in use. Under this scenario, the intersection is expected to operate at LOS D during the weekday AM peak hour and at LOS E during the weekday PM peak hour. It should be noted that the overall intersection is expected to operate with 57.1 seconds of delay during the weekday PM peak hour, which is close to the threshold for LOS D operations (55 seconds of delay) for signalized intersections. Additional geometric improvements at this intersection are not feasible given the planned R-3825B improvements currently underway. Should significant queueing occur for the eastbound u-turn movement, alternative means of accessing the site are available such as the unsignalized eastbound u-turn location studied in this analysis that is located between the proposed site driveways.

NC 42 + SITE DRIVE #2

The proposed intersection of NC 42 and Site Drive #2 is expected to operate as an unsignalized, three-leg intersection. This intersection was analyzed under Build (2027) conditions. The driveway is expected to be restricted to a right-in/right-out. Based on review of the capacity analysis and NCDOT Driveway Manual guidelines for right-turn lanes at site driveways, the following improvements are recommended to be constructed by the developer.

- > Construct Site Drive #2 as the southbound approach with one (1) ingress lane and one (1) egress lane.
- > Provide stop-control for the southbound approach of the proposed driveway.
- > Construct an exclusive westbound right-turn lane on NC 42 with a minimum of 125 feet of full width storage and appropriate deceleration and taper.

Table 8 provides the capacity analysis for the subject intersection with the lane configurations and traffic control shown in the table. Refer to Appendix H for the Synchro capacity analysis reports.

TABLE 8: CAPACITY ANALYSIS SUMMARY OF NC 42 + SITE DRIVE #2

Conditions	A P P R O A C H	Lane Configurations	Weekday AM Peak Hour		Weekday PM Peak Hour	
			LOS and Approach Delay (seconds)	Overall Delay (seconds)	LOS and Approach Delay (seconds)	Overall Delay (seconds)
Build (2027)	EB WB SB ¹	<u>2 TH</u> <u>2 TH, 1 RT</u> 1 RT	-- -- F (77)	N/A	-- -- C (23)	N/A

Improvements recommended to be constructed by the Developer are shown in **bold**.

Improvements by NCDOT as part of R-3825B are shown underlined.

1. Level of service for minor-street approach.

Capacity analysis of Build (2027) conditions indicate that the minor street approach of the intersection of NC 42 and Site Drive #2 is expected to operate at LOS F during the weekday AM peak hour and at LOS C during the weekday PM peak hour. These levels-of-service are not uncommon for stop-controlled minor-street approaches at intersections with heavy mainline traffic volumes.

Upstream signals are expected to provide gaps in traffic which would result in better approach delay than shown by the Synchro analysis, which models each intersection independently. A turn lane along NC 42 at the proposed site driveway is recommended according to the NCDOT warrant for left and right-turn lanes at unsignalized driveways chart contained within the NCDOT Driveway Manual. Based on this chart, a 125-foot right-turn lane is recommended on NC 42.

SUMMARY / RECOMMENDATIONS

This letter presents the results of the capacity analysis of the TIA Addendum for the proposed River Mews development in Clayton NC. This addendum serves to provide an updated analysis of buildout conditions surrounding the proposed River Mews development as a result of a change in density and internal roadway network compared to the original TIA prepared in August of 2022 by McAdams. Based on the findings of this study, the improvements summarized below are recommended to be constructed by the proposed development. Refer to the attachments for a graphical representation of the recommended improvements at the study intersections.

NC 42 and Fox Ridge Road / Site Drive #1

- > Construct Site Drive #1 as the southbound approach with one (1) ingress lane and one (1) egress lane.
- > Provide stop-control for the southbound approach of the proposed driveway.
- > Construct an exclusive westbound right-turn lane on NC 42 with a minimum of 50 feet of full width storage and appropriate deceleration and taper.

NC 42 and Site Drive #2

- > Construct Site Drive #2 as the southbound approach with one (1) ingress lane and one (1) egress lane.
- > Provide stop-control for the southbound approach of the proposed driveway.
- > Construct an exclusive westbound right-turn lane on NC 42 with a minimum of 125 feet of full width storage and appropriate deceleration and taper.

If you should have any questions or comments relative to this study, please feel free to contact me at 919.287.0741.

Sincerely,

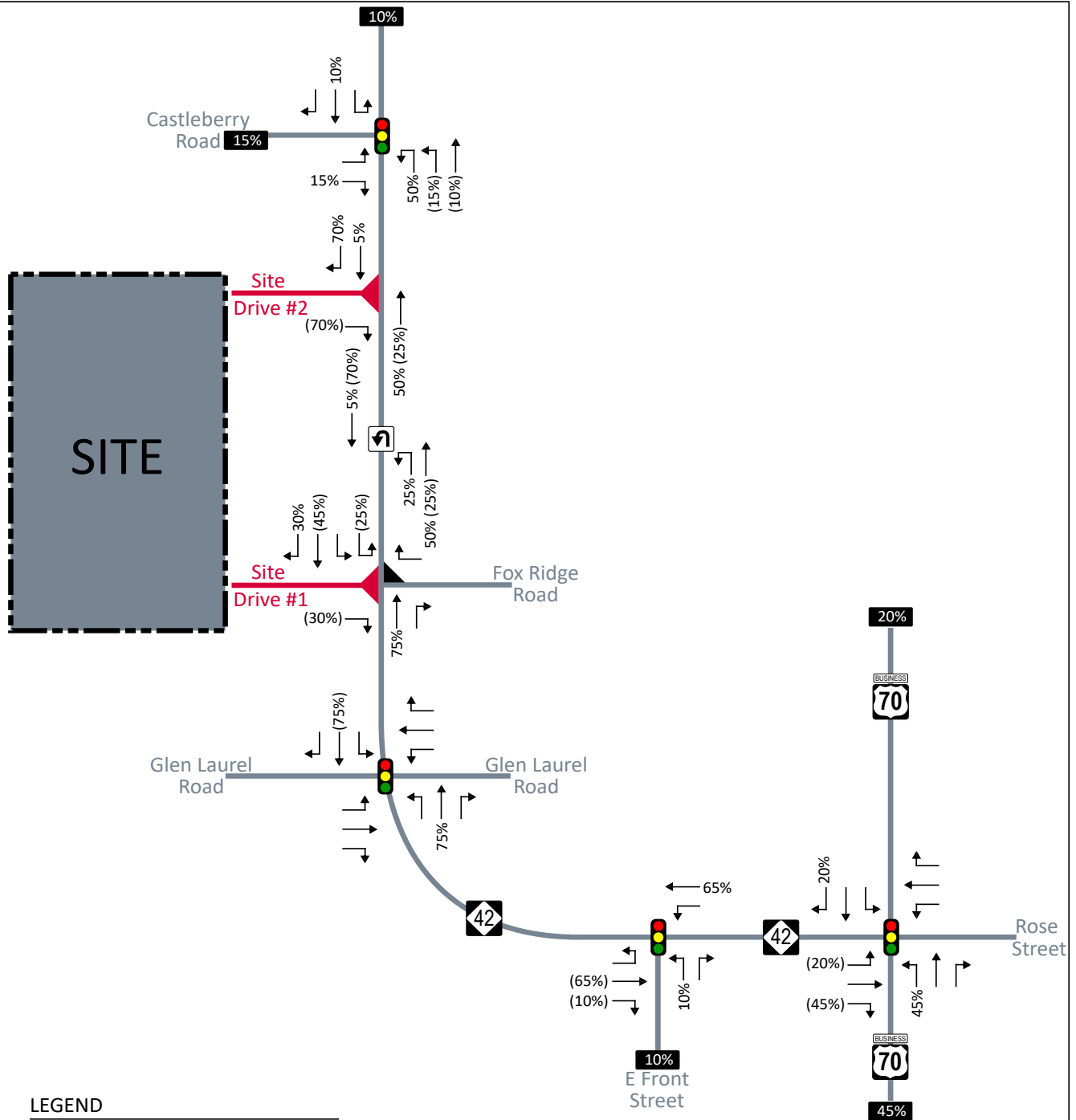
MCADAMS



Nate Bouquin, PE, PTOE



CC: Jonathan Jacobs, Town of Clayton
NCDOT Congestion Management



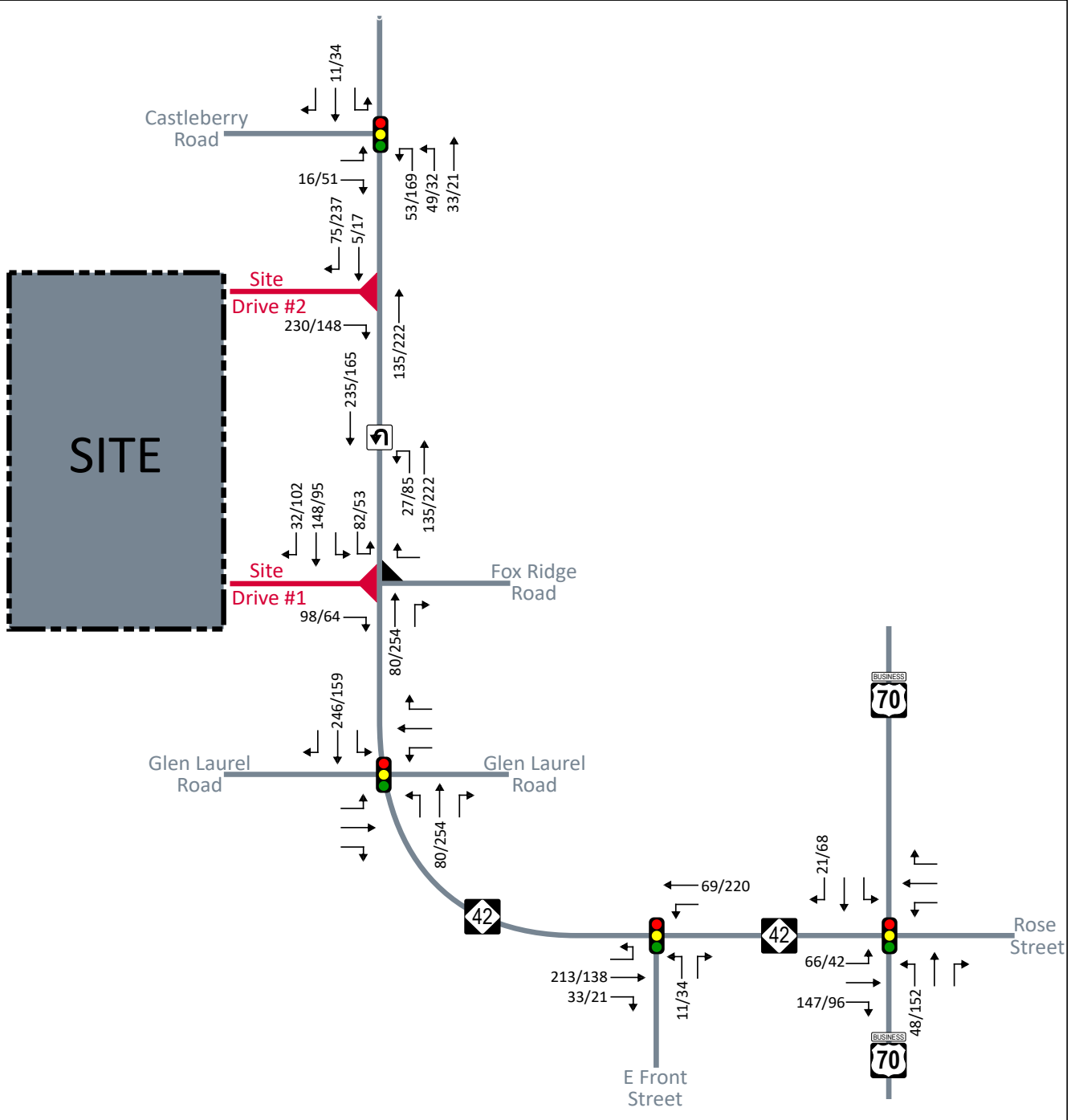
LEGEND

-  Unsignalized U-Turn Intersection
-  Unsignalized Left-Over Intersection
-  Right-In / Right-Out Intersection
-  Signalized Intersection
- XX% Entering Trip Distribution
- (YY%) Exiting Trip Distribution
- ZZ%** Regional Trip Distribution

Site Trip Distribution

**River Mews
TIA Addendum
Clayton, NC**

 **MCADAMS**



LEGEND

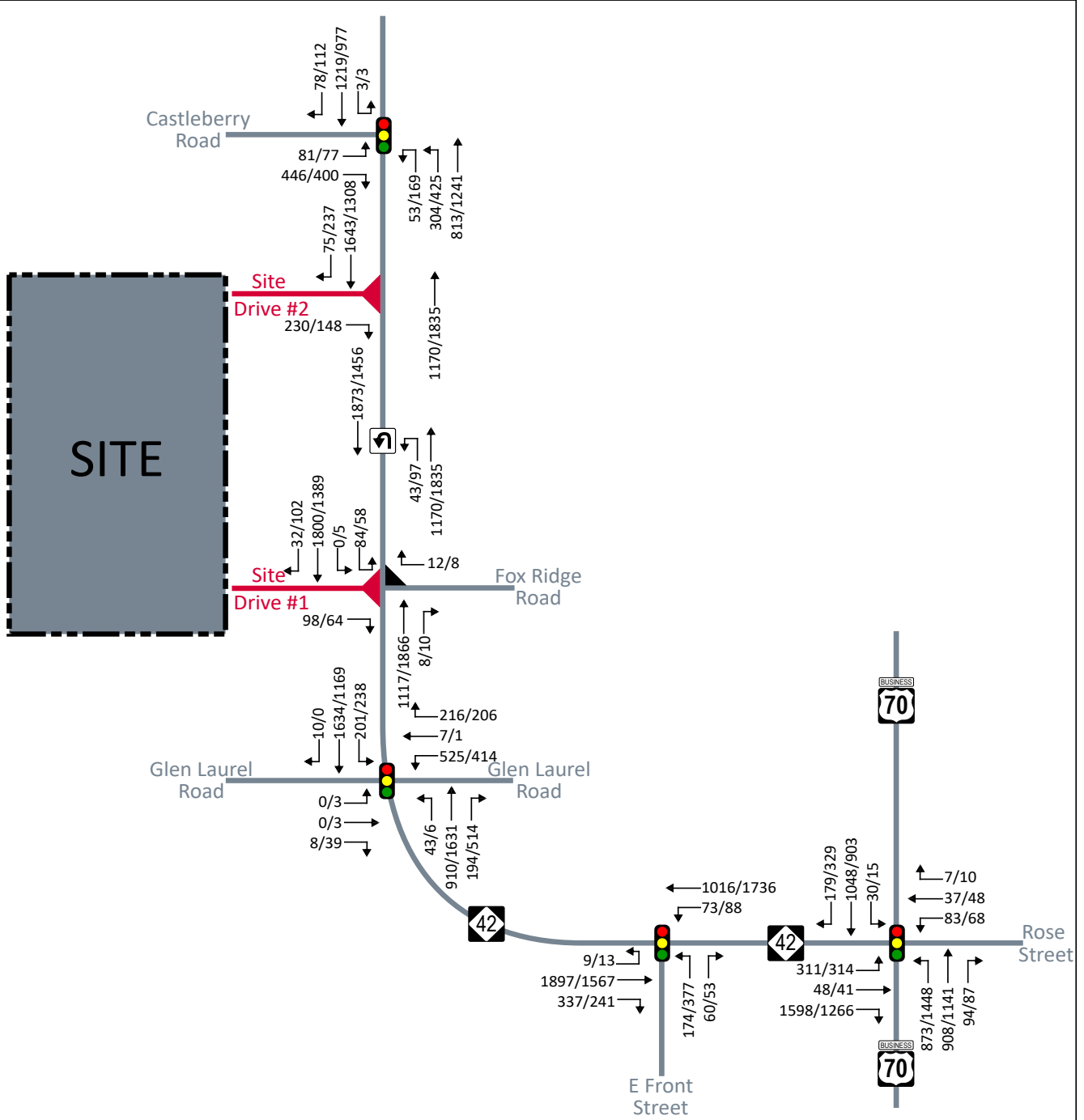
-  Unsignalized U-Turn Intersection
-  Unsignalized Left-Over Intersection
-  Right-In / Right-Out Intersection
-  Signalized Intersection
- XX / YY AM / PM Site Trips



River Mews TIA Addendum Clayton, NC

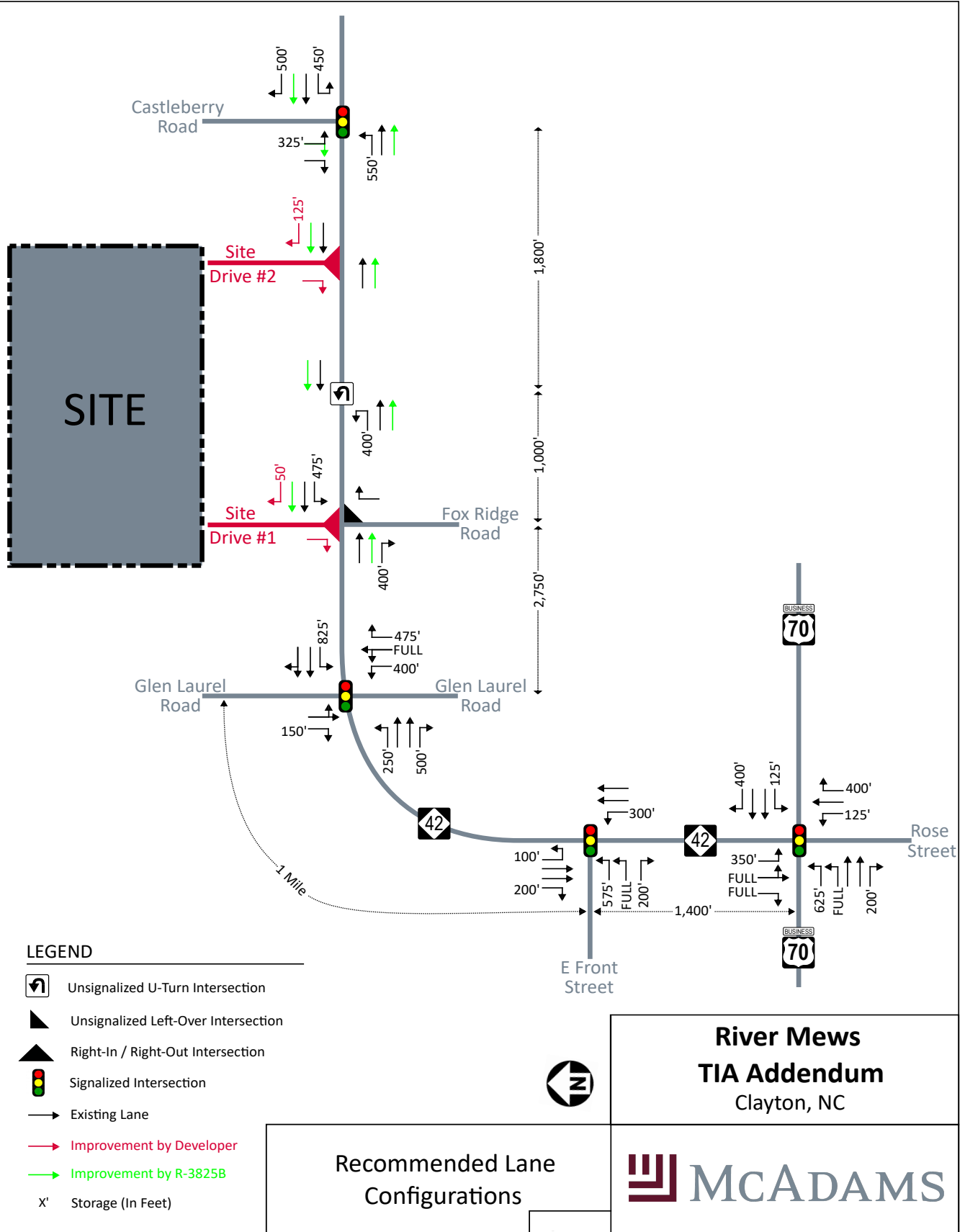
Site Trip Assignment

 **MCADAMS**



River Mews
TIA Addendum
 Clayton, NC





River Mews - Clayton, NC
1: Rose Street/NC 42 & US 70 Business

Build (2027) AM
03/02/2023

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	873	908	94	30	1048	179	83	37	7	311	48	1598
Future Volume (vph)	873	908	94	30	1048	179	83	37	7	311	48	1598
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	625		200	125		400	150		100	350		0
Storage Lanes	1		1	1		1	1		1	1		1
Taper Length (ft)	100			100			100			100		
Lane Util. Factor	0.97	0.95	1.00	1.00	0.95	1.00	1.00	1.00	1.00	0.95	0.95	1.00
Frt			0.850			0.850			0.850			0.850
Flt Protected	0.950			0.950			0.950			0.950	0.964	
Satd. Flow (prot)	3433	3539	1583	1770	3539	1583	1770	1863	1583	1681	1706	1583
Flt Permitted	0.950			0.950			0.950			0.950	0.964	
Satd. Flow (perm)	3433	3539	1583	1770	3539	1583	1770	1863	1583	1681	1706	1583
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		45			45			25			45	
Link Distance (ft)		1848			2122			1255			1398	
Travel Time (s)		28.0			32.2			34.2			21.2	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	970	1009	104	33	1164	199	92	41	8	346	53	1776
Shared Lane Traffic (%)										43%		
Lane Group Flow (vph)	970	1009	104	33	1164	199	92	41	8	197	202	1776
Turn Type	Prot	NA	pt+ov	Prot	NA	Free	Split	NA	pt+ov	Split	NA	Free
Protected Phases	5	2	2 3	1	6		3	3	3 1	4	4	
Permitted Phases						Free						Free
Detector Phase	5	2	2 3	1	6		3	3	3 1	4	4	
Switch Phase												
Minimum Initial (s)	7.0	20.0		7.0	20.0		7.0	7.0		7.0	7.0	
Minimum Split (s)	13.3	25.9		13.4	25.8		13.3	13.3		13.5	13.5	
Total Split (s)	50.0	120.0		15.0	85.0		15.0	15.0		30.0	30.0	
Total Split (%)	27.8%	66.7%		8.3%	47.2%		8.3%	8.3%		16.7%	16.7%	
Maximum Green (s)	43.7	114.1		8.6	79.2		8.7	8.7		23.5	23.5	
Yellow Time (s)	3.0	4.5		3.0	4.5		3.8	3.8		4.5	4.5	
All-Red Time (s)	3.3	1.4		3.4	1.3		2.5	2.5		2.0	2.0	
Lost Time Adjust (s)	-1.3	-0.9		-1.4	-0.8		-1.3	-1.3		-1.5	-1.5	
Total Lost Time (s)	5.0	5.0		5.0	5.0		5.0	5.0		5.0	5.0	
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lead		Lag	Lag	
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes		Yes	Yes	
Vehicle Extension (s)	2.0	6.0		2.0	6.0		2.0	2.0		3.0	3.0	
Minimum Gap (s)	0.2	3.0		0.2	3.0		0.2	0.2		0.2	0.2	
Time Before Reduce (s)	0.0	30.0		0.0	30.0		0.0	0.0		0.0	0.0	
Time To Reduce (s)	0.0	45.0		0.0	45.0		0.0	0.0		0.0	0.0	
Recall Mode	None	C-Min		None	C-Min		None	None		None	None	
Act Effect Green (s)	51.5	112.8	132.2	9.2	67.9	180.0	15.3	15.3	22.0	25.3	25.3	180.0
Actuated g/C Ratio	0.29	0.63	0.73	0.05	0.38	1.00	0.08	0.08	0.12	0.14	0.14	1.00
v/c Ratio	0.99	0.46	0.09	0.37	0.87	0.13	0.61	0.26	0.04	0.83	0.85	1.12
Control Delay	87.5	19.2	7.7	93.9	59.8	0.2	96.0	81.3	44.9	90.6	91.1	78.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	87.5	19.2	7.7	93.9	59.8	0.2	96.0	81.3	44.9	90.6	91.1	78.1

McAdams

Synchro 11 Report
Page 1

River Mews - Clayton, NC
1: Rose Street/NC 42 & US 70 Business

Build (2027) AM
03/02/2023

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS	F	B	A	F	E	A	F	F	D	F	F	E
Approach Delay		50.4			52.1			88.9			80.5	
Approach LOS		D			D			F			F	
Queue Length 50th (ft)	~681	360	38	39	668	0	106	46	6	218	224	~1745
Queue Length 95th (ft)	#819	372	56	81	708	0	#200	92	22	m253	m262	#1958
Internal Link Dist (ft)		1768			2042			1175			1318	
Turn Bay Length (ft)	625		200	125		400	150		100	350		
Base Capacity (vph)	981	2325	1157	98	1572	1583	150	158	200	243	246	1583
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.99	0.43	0.09	0.34	0.74	0.13	0.61	0.26	0.04	0.81	0.82	1.12

Intersection Summary

Area Type: Other

Cycle Length: 180

Actuated Cycle Length: 180

Offset: 0 (0%), Referenced to phase 2:EBT and 6:WBT, Start of Green

Natural Cycle: 110

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 1.12

Intersection Signal Delay: 63.0

Intersection LOS: E

Intersection Capacity Utilization 82.9%

ICU Level of Service E

Analysis Period (min) 15

~ Volume exceeds capacity, queue is theoretically infinite.

Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 1: Rose Street/NC 42 & US 70 Business



River Mews - Clayton, NC
2: NC 42 & E Front Street

Build (2027) AM
03/02/2023

							
Lane Group	EBL	EBR	NBL	NBT	SBU	SBT	SBR
Lane Configurations	 	 	 	 	 	 	 
Traffic Volume (vph)	174	60	73	1016	9	1897	337
Future Volume (vph)	174	60	73	1016	9	1897	337
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	575	200	300		100		200
Storage Lanes	1	1	1		1		1
Taper Length (ft)	100		100		100		
Lane Util. Factor	0.97	1.00	1.00	0.95	1.00	0.95	1.00
Frt		0.850					0.850
Flt Protected	0.950		0.950		0.950		
Satd. Flow (prot)	3433	1583	1770	3539	1770	3539	1583
Flt Permitted	0.950		0.065		0.231		
Satd. Flow (perm)	3433	1583	121	3539	430	3539	1583
Right Turn on Red		No					No
Satd. Flow (RTOR)							
Link Speed (mph)	35			45		45	
Link Distance (ft)	2280			1398		5202	
Travel Time (s)	44.4			21.2		78.8	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	193	67	81	1129	10	2108	374
Shared Lane Traffic (%)							
Lane Group Flow (vph)	193	67	81	1129	10	2108	374
Turn Type	Prot	Prot	pm+pt	NA	D.Pm	NA	pt+ov
Protected Phases	4	4	5	2		6	6 4
Permitted Phases			2		2		
Detector Phase	4	4	5	2	2	6	6 4
Switch Phase							
Minimum Initial (s)	7.0	7.0	7.0	12.0	12.0	12.0	
Minimum Split (s)	13.2	13.2	13.4	18.5	18.5	18.5	
Total Split (s)	25.0	25.0	15.0	65.0	65.0	50.0	
Total Split (%)	27.8%	27.8%	16.7%	72.2%	72.2%	55.6%	
Maximum Green (s)	18.8	18.8	8.6	58.5	58.5	43.5	
Yellow Time (s)	3.0	3.0	3.0	4.5	4.5	4.5	
All-Red Time (s)	3.2	3.2	3.4	2.0	2.0	2.0	
Lost Time Adjust (s)	-1.2	-1.2	-1.4	-1.5	-1.5	-1.5	
Total Lost Time (s)	5.0	5.0	5.0	5.0	5.0	5.0	
Lead/Lag			Lead			Lag	
Lead-Lag Optimize?			Yes			Yes	
Vehicle Extension (s)	2.0	2.0	2.0	6.0	6.0	6.0	
Minimum Gap (s)	0.2	0.2	0.2	3.0	3.0	3.0	
Time Before Reduce (s)	0.0	0.0	0.0	15.0	15.0	15.0	
Time To Reduce (s)	0.0	0.0	0.0	45.0	45.0	45.0	
Recall Mode	None	None	None	C-Min	C-Min	C-Min	
Act Effect Green (s)	11.5	11.5	68.5	68.5	68.5	57.7	74.0
Actuated g/C Ratio	0.13	0.13	0.76	0.76	0.76	0.64	0.82
v/c Ratio	0.44	0.33	0.33	0.42	0.03	0.93	0.29
Control Delay	38.8	39.2	18.3	10.9	3.7	25.6	3.3
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	38.8	39.2	18.3	10.9	3.7	25.6	3.3

River Mews - Clayton, NC
2: NC 42 & E Front Street

Build (2027) AM
03/02/2023



Lane Group	EBL	EBR	NBL	NBT	SBU	SBT	SBR
LOS	D	D	B	B	A	C	A
Approach Delay	38.9			11.4		22.2	
Approach LOS	D			B		C	
Queue Length 50th (ft)	53	35	29	640	1	555	47
Queue Length 95th (ft)	81	71	m31	m662	6	#834	75
Internal Link Dist (ft)	2200			1318		5122	
Turn Bay Length (ft)	575	200	300		100		200
Base Capacity (vph)	762	351	275	2692	327	2268	1409
Starvation Cap Reductn	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0
Reduced v/c Ratio	0.25	0.19	0.29	0.42	0.03	0.93	0.27

Intersection Summary

Area Type: Other

Cycle Length: 90

Actuated Cycle Length: 90

Offset: 0 (0%), Referenced to phase 2:NBSB and 6:SBT, Start of Green

Natural Cycle: 90

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.93

Intersection Signal Delay: 20.0

Intersection LOS: B

Intersection Capacity Utilization 74.8%

ICU Level of Service D

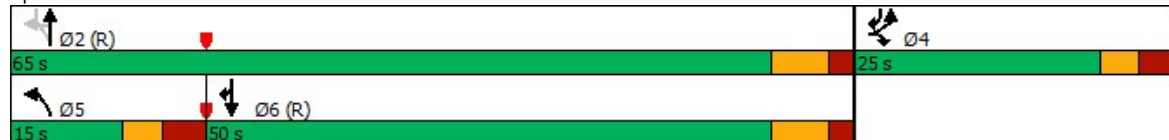
Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 2: NC 42 & E Front Street



River Mews - Clayton, NC
3: Glen Laurel Road & NC 42

Build (2027) AM
03/02/2023

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	43	910	194	201	1634	10	525	7	216	4	4	8
Future Volume (vph)	43	910	194	201	1634	10	525	7	216	4	4	8
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	250		500	825		0	400		475	0		150
Storage Lanes	1		1	1		0	1		1	0		1
Taper Length (ft)	100			100			100			100		
Lane Util. Factor	1.00	0.95	1.00	1.00	0.95	0.95	0.95	0.95	1.00	1.00	1.00	1.00
Frt			0.850		0.999				0.850			0.850
Flt Protected	0.950			0.950			0.950	0.954			0.976	
Satd. Flow (prot)	1770	3539	1583	1770	3536	0	1681	1688	1583	0	1818	1583
Flt Permitted	0.064			0.166			0.950	0.954			0.789	
Satd. Flow (perm)	119	3539	1583	309	3536	0	1681	1688	1583	0	1470	1583
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		45			45			45			45	
Link Distance (ft)		5202			2766			1935			2142	
Travel Time (s)		78.8			41.9			29.3			32.5	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	48	1011	216	223	1816	11	583	8	240	4	4	9
Shared Lane Traffic (%)							49%					
Lane Group Flow (vph)	48	1011	216	223	1827	0	297	294	240	0	8	9
Turn Type	D.P+P	NA	Perm	D.P+P	NA		Split	NA	pt+ov	Perm	NA	Perm
Protected Phases	5	2		1	6		3	3	3 1		4	
Permitted Phases	6		2	2						4		4
Detector Phase	5	2	2	1	6		3	3	3 1	4	4	4
Switch Phase												
Minimum Initial (s)	7.0	14.0	14.0	7.0	14.0		7.0	7.0		7.0	7.0	7.0
Minimum Split (s)	12.3	20.6	20.6	12.6	20.6		12.6	12.6		13.0	13.0	13.0
Total Split (s)	15.0	45.0	45.0	20.0	50.0		40.0	40.0		15.0	15.0	15.0
Total Split (%)	12.5%	37.5%	37.5%	16.7%	41.7%		33.3%	33.3%		12.5%	12.5%	12.5%
Maximum Green (s)	9.7	38.4	38.4	14.4	43.4		34.4	34.4		9.0	9.0	9.0
Yellow Time (s)	3.2	5.3	5.3	3.1	5.3		4.6	4.6		4.4	4.4	4.4
All-Red Time (s)	2.1	1.3	1.3	2.5	1.3		1.0	1.0		1.6	1.6	1.6
Lost Time Adjust (s)	-0.3	-1.6	-1.6	-0.6	-1.6		-0.6	-0.6			-1.0	-1.0
Total Lost Time (s)	5.0	5.0	5.0	5.0	5.0		5.0	5.0			5.0	5.0
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lead		Lag	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes		Yes	Yes	Yes
Vehicle Extension (s)	2.0	6.0	6.0	2.0	6.0		2.0	2.0		2.0	2.0	2.0
Minimum Gap (s)	0.2	3.4	3.4	0.2	3.4		0.2	0.2		0.2	0.2	0.2
Time Before Reduce (s)	0.0	15.0	15.0	0.0	15.0		0.0	0.0		0.0	0.0	0.0
Time To Reduce (s)	0.0	45.0	45.0	0.0	45.0		0.0	0.0		0.0	0.0	0.0
Recall Mode	None	C-Min	C-Min	None	C-Min		None	None		None	None	None
Act Effect Green (s)	74.4	58.3	58.3	73.4	68.3		26.4	26.4	43.6		8.0	8.0
Actuated g/C Ratio	0.62	0.49	0.49	0.61	0.57		0.22	0.22	0.36		0.07	0.07
v/c Ratio	0.27	0.59	0.28	0.60	0.91		0.80	0.79	0.42		0.08	0.09
Control Delay	15.2	27.4	23.9	20.1	33.7		60.1	59.1	24.5		54.6	54.6
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0		0.0	0.0
Total Delay	15.2	27.4	23.9	20.1	33.7		60.1	59.1	24.5		54.6	54.6

McAdams

Synchro 11 Report
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River Mews - Clayton, NC
3: Glen Laurel Road & NC 42

Build (2027) AM
03/02/2023

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS	B	C	C	C	C		E	E	C		D	D
Approach Delay		26.4			32.2			49.5			54.6	
Approach LOS		C			C			D			D	
Queue Length 50th (ft)	10	266	90	54	589		231	228	132		6	7
Queue Length 95th (ft)	38	471	201	160	#1078		310	305	135		23	24
Internal Link Dist (ft)		5122			2686			1855			2062	
Turn Bay Length (ft)	250		500	825			400		475			150
Base Capacity (vph)	213	1720	769	392	2013		490	492	606		122	131
Starvation Cap Reductn	0	0	0	0	0		0	0	0		0	0
Spillback Cap Reductn	0	0	0	0	0		0	0	0		0	0
Storage Cap Reductn	0	0	0	0	0		0	0	0		0	0
Reduced v/c Ratio	0.23	0.59	0.28	0.57	0.91		0.61	0.60	0.40		0.07	0.07

Intersection Summary

Area Type: Other

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 30 (25%), Referenced to phase 2:EBWB and 6:EBWB, Start of Green

Natural Cycle: 120

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.91

Intersection Signal Delay: 34.0

Intersection LOS: C

Intersection Capacity Utilization 85.2%

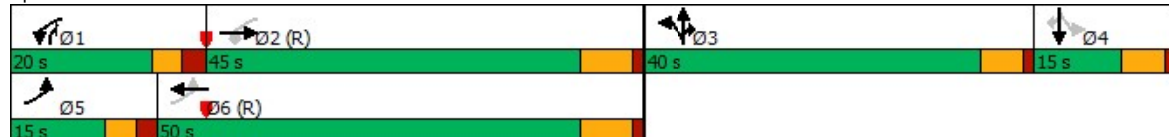
ICU Level of Service E

Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

Splits and Phases: 3: Glen Laurel Road & NC 42



River Mews - Clayton, NC
6: NC42 & Castleberry Road

Build (2027) AM
03/02/2023

								
Lane Group	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Volume (vph)	53	304	813	4	1219	78	81	446
Future Volume (vph)	53	304	813	4	1219	78	81	446
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)		550		450		500	325	0
Storage Lanes		1		1		1	1	1
Taper Length (ft)		100		100			100	
Lane Util. Factor	0.95	1.00	0.95	1.00	0.95	1.00	1.00	0.95
Frt						0.850	0.895	0.850
Flt Protected		0.950		0.950			0.985	
Satd. Flow (prot)	0	1770	3539	1770	3539	1583	1642	1504
Flt Permitted		0.072		0.271			0.985	
Satd. Flow (perm)	0	134	3539	505	3539	1583	1642	1504
Right Turn on Red						No		No
Satd. Flow (RTOR)								
Link Speed (mph)			45		45		45	
Link Distance (ft)			1195		1804		1584	
Travel Time (s)			18.1		27.3		24.0	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	59	338	903	4	1354	87	90	496
Shared Lane Traffic (%)								42%
Lane Group Flow (vph)	0	397	903	4	1354	87	298	288
Turn Type	D.P+P	D.P+P	NA	D.P+P	NA	pm+ov	Prot	Prot
Protected Phases	5	5	2	1	6	4	4	4
Permitted Phases	6	6		2		6		
Detector Phase	5	5	2	1	6	4	4	4
Switch Phase								
Minimum Initial (s)	7.0	7.0	14.0	7.0	14.0	7.0	7.0	7.0
Minimum Split (s)	12.4	12.4	20.6	11.8	20.6	12.3	12.3	12.3
Total Split (s)	25.0	25.0	90.0	25.0	90.0	45.0	45.0	45.0
Total Split (%)	15.6%	15.6%	56.3%	15.6%	56.3%	28.1%	28.1%	28.1%
Maximum Green (s)	19.6	19.6	83.4	20.2	83.4	39.7	39.7	39.7
Yellow Time (s)	3.2	3.2	5.3	3.0	5.3	3.1	3.1	3.1
All-Red Time (s)	2.2	2.2	1.3	1.8	1.3	2.2	2.2	2.2
Lost Time Adjust (s)		-0.4	-1.6	0.2	-1.6	-0.3	-0.3	-0.3
Total Lost Time (s)		5.0	5.0	5.0	5.0	5.0	5.0	5.0
Lead/Lag	Lead	Lead	Lag	Lead	Lag			
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes			
Vehicle Extension (s)	2.0	2.0	6.0	2.0	6.0	2.0	2.0	2.0
Minimum Gap (s)	0.2	0.2	3.4	0.2	3.4	0.2	0.2	0.2
Time Before Reduce (s)	0.0	0.0	15.0	0.0	15.0	0.0	0.0	0.0
Time To Reduce (s)	0.0	0.0	30.0	0.0	30.0	0.0	0.0	0.0
Recall Mode	None	None	Min	None	Min	None	None	None
Act Effect Green (s)		73.5	76.8	77.9	52.8	85.4	27.5	27.5
Actuated g/C Ratio		0.63	0.66	0.67	0.45	0.73	0.24	0.24
v/c Ratio		1.06	0.39	0.01	0.84	0.07	0.77	0.81
Control Delay		99.1	10.9	8.0	34.1	3.9	57.2	62.4
Queue Delay		0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay		99.1	10.9	8.0	34.1	3.9	57.2	62.4

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Synchro 11 Report
Page 7

River Mews - Clayton, NC
6: NC42 & Castleberry Road

Build (2027) AM
03/02/2023



Lane Group	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
LOS		F	B	A	C	A	E	E
Approach Delay			37.9		32.2		59.8	
Approach LOS			D		C		E	
Queue Length 50th (ft)		~279	140	1	453	15	206	211
Queue Length 95th (ft)		#636	297	6	647	27	366	382
Internal Link Dist (ft)			1115		1724		1504	
Turn Bay Length (ft)		550		450		500	325	
Base Capacity (vph)		375	2691	566	2674	1350	583	534
Starvation Cap Reductn		0	0	0	0	0	0	0
Spillback Cap Reductn		0	0	0	0	0	0	0
Storage Cap Reductn		0	0	0	0	0	0	0
Reduced v/c Ratio		1.06	0.34	0.01	0.51	0.06	0.51	0.54

Intersection Summary

Area Type: Other

Cycle Length: 160

Actuated Cycle Length: 116.5

Natural Cycle: 90

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 1.06

Intersection Signal Delay: 39.3

Intersection LOS: D

Intersection Capacity Utilization 84.4%

ICU Level of Service E

Analysis Period (min) 15

~ Volume exceeds capacity, queue is theoretically infinite.

Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

Splits and Phases: 6: NC42 & Castleberry Road

 Ø1	 Ø2	 Ø4
25 s	90 s	45 s
 Ø5	 Ø6	
25 s	90 s	

River Mews - Clayton, NC
4: Fox Ridge Road/Site Drive #1 & NC 42

Build (2027) AM
03/02/2023

Intersection													
Int Delay, s/veh	1.9												
Movement	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↑↑	↑		↓	↑↑	↑			↑			↑
Traffic Vol, veh/h	0	1117	8	84	4	1800	32	0	0	12	0	0	98
Future Vol, veh/h	0	1117	8	84	4	1800	32	0	0	12	0	0	98
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	-	None	-	-	None	-	-	None
Storage Length	-	-	400	-	475	-	50	-	-	0	-	-	0
Veh in Median Storage, #	-	0	-	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	1241	9	93	4	2000	36	0	0	13	0	0	109
Major/Minor	Major1		Major2		Minor1		Minor2						
Conflicting Flow All	-	0	0	1241	1250	0	0	-	-	621	-	-	1000
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy	-	-	-	6.44	4.14	-	-	-	-	6.94	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	2.52	2.22	-	-	-	-	3.32	-	-	3.32
Pot Cap-1 Maneuver	0	-	-	232	553	-	-	0	0	430	0	0	241
Stage 1	0	-	-	-	-	-	-	0	0	-	0	0	-
Stage 2	0	-	-	-	-	-	-	0	0	-	0	0	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	-	232	232	-	-	-	-	430	-	-	241
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-	-
Approach	EB		WB		NB		SB						
HCM Control Delay, s	0		1.4		13.6		31.7						
HCM LOS					B		D						
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	WBR	SBLn1						
Capacity (veh/h)	430	-	-	232	-	-	241						
HCM Lane V/C Ratio	0.031	-	-	0.421	-	-	0.452						
HCM Control Delay (s)	13.6	-	-	31.3	-	-	31.7						
HCM Lane LOS	B	-	-	D	-	-	D						
HCM 95th %tile Q(veh)	0.1	-	-	2	-	-	2.2						

River Mews - Clayton, NC
5: Eastbound U-Turn & NC42

Build (2027) AM
03/02/2023

Intersection						
Int Delay, s/veh	0.6					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations				↑↑	↑	
Traffic Vol, veh/h	0	0	0	1873	43	0
Future Vol, veh/h	0	0	0	1873	43	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	2	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	0	0	2081	48	0
Major/Minor	Major2		Minor1			
Conflicting Flow All	-	-	1041	-		
Stage 1	-	-	0	-		
Stage 2	-	-	1041	-		
Critical Hdwy	-	-	6.84	-		
Critical Hdwy Stg 1	-	-	-	-		
Critical Hdwy Stg 2	-	-	5.84	-		
Follow-up Hdwy	-	-	3.52	-		
Pot Cap-1 Maneuver	0	-	226	0		
Stage 1	0	-	-	0		
Stage 2	0	-	301	0		
Platoon blocked, %	-	-	-	-		
Mov Cap-1 Maneuver	-	-	226	-		
Mov Cap-2 Maneuver	-	-	226	-		
Stage 1	-	-	-	-		
Stage 2	-	-	301	-		
Approach	WB		NB			
HCM Control Delay, s	0		25.1			
HCM LOS			D			
Minor Lane/Major Mvmt	NBLn1		WBT			
Capacity (veh/h)	226		-			
HCM Lane V/C Ratio	0.211		-			
HCM Control Delay (s)	25.1		-			
HCM Lane LOS	D		-			
HCM 95th %tile Q(veh)	0.8		-			

River Mews - Clayton, NC
7: NC 42 & NC42 & Site Drive #2

Build (2027) AM
03/02/2023

Intersection										
Int Delay, s/veh	9.1									
Movement	EBL	EBT	EBR	WBL	WBT	WBR	SBL	SBR	NEL	NER
Lane Configurations					↑↑	↑				↑↑
Traffic Vol, veh/h	0	0	0	0	1643	75	0	0	0	1170
Future Vol, veh/h	0	0	0	0	1643	75	0	0	0	1170
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Free	Free	Free	Stop	Stop	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	-	None
Storage Length	-	-	-	-	-	175	-	0	-	0
Veh in Median Storage, #	-	1	-	-	0	-	0	-	0	-
Grade, %	-	0	-	-	0	-	0	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	0	0	0	1826	83	0	0	0	1300
Major/Minor				Major2		Minor2				
Conflicting Flow All				-		-		0		- 913
Stage 1				-		-		-		-
Stage 2				-		-		-		-
Critical Hdwy				-		-		-		6.94
Critical Hdwy Stg 1				-		-		-		-
Critical Hdwy Stg 2				-		-		-		-
Follow-up Hdwy				-		-		-		3.32
Pot Cap-1 Maneuver				0		-		-		0 276
Stage 1				0		-		-		0 -
Stage 2				0		-		-		0 -
Platoon blocked, %						-		-		
Mov Cap-1 Maneuver				-		-		-		276
Mov Cap-2 Maneuver				-		-		-		-
Stage 1				-		-		-		-
Stage 2				-		-		-		-
Approach				WB		SB				
HCM Control Delay, s				0		77				
HCM LOS						F				
Minor Lane/Major Mvmt		WBT	WBR	SBLn1						
Capacity (veh/h)		-	-	276						
HCM Lane V/C Ratio		-	-	0.926						
HCM Control Delay (s)		-	-	77						
HCM Lane LOS		-	-	F						
HCM 95th %tile Q(veh)		-	-	8.6						

River Mews - Clayton, NC
1: Rose Street/NC 42 & US 70 Business

Build (2027) PM
03/02/2023

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	1448	1141	87	15	903	329	68	48	10	314	41	1266
Future Volume (vph)	1448	1141	87	15	903	329	68	48	10	314	41	1266
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	625		200	125		400	150		100	350		0
Storage Lanes	1		1	1		1	1		1	1		1
Taper Length (ft)	100			100			100			100		
Lane Util. Factor	0.97	0.95	1.00	1.00	0.95	1.00	1.00	1.00	1.00	0.95	0.95	1.00
Frt			0.850			0.850			0.850			0.850
Flt Protected	0.950			0.950			0.950			0.950	0.963	
Satd. Flow (prot)	3433	3539	1583	1770	3539	1583	1770	1863	1583	1681	1704	1583
Flt Permitted	0.950			0.950			0.950			0.950	0.963	
Satd. Flow (perm)	3433	3539	1583	1770	3539	1583	1770	1863	1583	1681	1704	1583
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		45			45			25			45	
Link Distance (ft)		1848			2122			1255			1398	
Travel Time (s)		28.0			32.2			34.2			21.2	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	1609	1268	97	17	1003	366	76	53	11	349	46	1407
Shared Lane Traffic (%)										44%		
Lane Group Flow (vph)	1609	1268	97	17	1003	366	76	53	11	195	200	1407
Turn Type	Prot	NA	pt+ov	Prot	NA	Free	Split	NA	pt+ov	Split	NA	Free
Protected Phases	5	2	2 3	1	6		3	3	3 1	4	4	
Permitted Phases						Free						Free
Detector Phase	5	2	2 3	1	6		3	3	3 1	4	4	
Switch Phase												
Minimum Initial (s)	7.0	20.0		7.0	20.0		7.0	7.0		7.0	7.0	
Minimum Split (s)	13.3	25.9		13.4	25.8		13.3	13.3		13.5	13.5	
Total Split (s)	100.0	165.0		15.0	80.0		15.0	15.0		35.0	35.0	
Total Split (%)	43.5%	71.7%		6.5%	34.8%		6.5%	6.5%		15.2%	15.2%	
Maximum Green (s)	93.7	159.1		8.6	74.2		8.7	8.7		28.5	28.5	
Yellow Time (s)	3.0	4.5		3.0	4.5		3.8	3.8		4.5	4.5	
All-Red Time (s)	3.3	1.4		3.4	1.3		2.5	2.5		2.0	2.0	
Lost Time Adjust (s)	-1.3	-0.9		-1.4	-0.8		-1.3	-1.3		-1.5	-1.5	
Total Lost Time (s)	5.0	5.0		5.0	5.0		5.0	5.0		5.0	5.0	
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lead		Lag	Lag	
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes		Yes	Yes	
Vehicle Extension (s)	2.0	6.0		2.0	6.0		2.0	2.0		3.0	3.0	
Minimum Gap (s)	0.2	3.0		0.2	3.0		0.2	0.2		0.2	0.2	
Time Before Reduce (s)	0.0	30.0		0.0	30.0		0.0	0.0		0.0	0.0	
Time To Reduce (s)	0.0	45.0		0.0	45.0		0.0	0.0		0.0	0.0	
Recall Mode	None	C-Min		None	C-Min		None	None		None	None	
Act Effect Green (s)	95.8	161.0	178.5	8.9	71.4	230.0	13.4	13.4	19.7	29.4	29.4	230.0
Actuated g/C Ratio	0.42	0.70	0.78	0.04	0.31	1.00	0.06	0.06	0.09	0.13	0.13	1.00
v/c Ratio	1.13	0.51	0.08	0.25	0.91	0.23	0.74	0.49	0.08	0.91	0.92	0.89
Control Delay	124.6	17.3	6.9	116.2	89.3	0.3	137.3	120.0	69.0	128.1	129.3	25.0
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	124.6	17.3	6.9	116.2	89.3	0.3	137.3	120.0	69.0	128.1	129.3	25.0

McAdams

Synchro 11 Report
Page 1

River Mews - Clayton, NC
1: Rose Street/NC 42 & US 70 Business

Build (2027) PM
03/02/2023

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS	F	B	A	F	F	A	F	F	E	F	F	C
Approach Delay		75.0			66.2			125.4			47.8	
Approach LOS		E			E			F			D	
Queue Length 50th (ft)	~1456	478	35	26	782	0	116	80	13	293	302	1008
Queue Length 95th (ft)	#1576	510	55	61	855	0	#256	#155	35	m#453	m#469	1143
Internal Link Dist (ft)		1768			2042			1175			1318	
Turn Bay Length (ft)	625		200	125		400	150		100	350		
Base Capacity (vph)	1429	2502	1223	76	1154	1583	103	108	143	220	223	1583
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	1.13	0.51	0.08	0.22	0.87	0.23	0.74	0.49	0.08	0.89	0.90	0.89

Intersection Summary

Area Type: Other

Cycle Length: 230

Actuated Cycle Length: 230

Offset: 0 (0%), Referenced to phase 2:EBT and 6:WBT, Start of Green

Natural Cycle: 150

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 1.13

Intersection Signal Delay: 66.4

Intersection LOS: E

Intersection Capacity Utilization 95.2%

ICU Level of Service F

Analysis Period (min) 15

~ Volume exceeds capacity, queue is theoretically infinite.

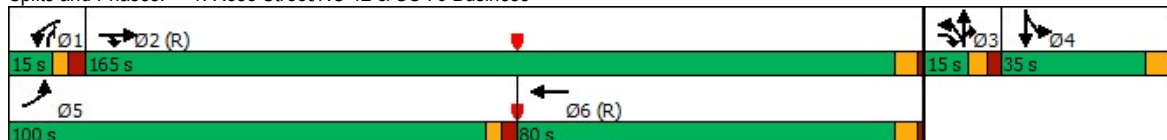
Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 1: Rose Street/NC 42 & US 70 Business



River Mews - Clayton, NC
2: NC 42 & E Front Street

Build (2027) PM
03/02/2023

							
Lane Group	EBL	EBR	NBL	NBT	SBU	SBT	SBR
Lane Configurations	 	 	 	 	 	 	 
Traffic Volume (vph)	377	53	88	1736	13	1567	241
Future Volume (vph)	377	53	88	1736	13	1567	241
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	575	200	300		100		200
Storage Lanes	1	1	1		1		1
Taper Length (ft)	100		100		100		
Lane Util. Factor	0.97	1.00	1.00	0.95	1.00	0.95	1.00
Frt		0.850					0.850
Flt Protected	0.950		0.950		0.950		
Satd. Flow (prot)	3433	1583	1770	3539	1770	3539	1583
Flt Permitted	0.950		0.056		0.070		
Satd. Flow (perm)	3433	1583	104	3539	130	3539	1583
Right Turn on Red		No					No
Satd. Flow (RTOR)							
Link Speed (mph)	35			45		45	
Link Distance (ft)	2280			1398		5202	
Travel Time (s)	44.4			21.2		78.8	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	419	59	98	1929	14	1741	268
Shared Lane Traffic (%)							
Lane Group Flow (vph)	419	59	98	1929	14	1741	268
Turn Type	Prot	Prot	pm+pt	NA	D.Pm	NA	pt+ov
Protected Phases	4	4	5	2		6	6 4
Permitted Phases			2		2		
Detector Phase	4	4	5	2	2	6	6 4
Switch Phase							
Minimum Initial (s)	7.0	7.0	7.0	12.0	12.0	12.0	
Minimum Split (s)	13.2	13.2	13.4	18.5	18.5	18.5	
Total Split (s)	20.0	20.0	20.0	95.0	95.0	75.0	
Total Split (%)	17.4%	17.4%	17.4%	82.6%	82.6%	65.2%	
Maximum Green (s)	13.8	13.8	13.6	88.5	88.5	68.5	
Yellow Time (s)	3.0	3.0	3.0	4.5	4.5	4.5	
All-Red Time (s)	3.2	3.2	3.4	2.0	2.0	2.0	
Lost Time Adjust (s)	-1.2	-1.2	-1.4	-1.5	-1.5	-1.5	
Total Lost Time (s)	5.0	5.0	5.0	5.0	5.0	5.0	
Lead/Lag			Lead			Lag	
Lead-Lag Optimize?			Yes			Yes	
Vehicle Extension (s)	2.0	2.0	2.0	6.0	6.0	6.0	
Minimum Gap (s)	0.2	0.2	0.2	3.0	3.0	3.0	
Time Before Reduce (s)	0.0	0.0	0.0	15.0	15.0	15.0	
Time To Reduce (s)	0.0	0.0	0.0	45.0	45.0	45.0	
Recall Mode	None	None	None	C-Min	C-Min	C-Min	
Act Effect Green (s)	18.9	18.9	86.1	86.1	86.1	71.7	94.1
Actuated g/C Ratio	0.16	0.16	0.75	0.75	0.75	0.62	0.82
v/c Ratio	0.74	0.23	0.46	0.73	0.14	0.79	0.21
Control Delay	55.0	44.7	24.1	35.9	7.5	19.7	1.5
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	55.0	44.7	24.1	35.9	7.5	19.7	1.5

River Mews - Clayton, NC
2: NC 42 & E Front Street

Build (2027) PM
03/02/2023

							
Lane Group	EBL	EBR	NBL	NBT	SBU	SBT	SBR
LOS	D	D	C	D	A	B	A
Approach Delay	53.7			35.4		17.2	
Approach LOS	D			D		B	
Queue Length 50th (ft)	148	37	41	1464	3	617	9
Queue Length 95th (ft)	#256	82	m38	m1211	m4	230	12
Internal Link Dist (ft)	2200			1318		5122	
Turn Bay Length (ft)	575	200	300		100		200
Base Capacity (vph)	563	259	295	2769	101	2213	1262
Starvation Cap Reductn	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0
Reduced v/c Ratio	0.74	0.23	0.33	0.70	0.14	0.79	0.21

Intersection Summary

Area Type: Other

Cycle Length: 115

Actuated Cycle Length: 115

Offset: 90 (78%), Referenced to phase 2:NBSB and 6:SBT, Start of Green

Natural Cycle: 80

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.79

Intersection Signal Delay: 29.2

Intersection LOS: C

Intersection Capacity Utilization 81.2%

ICU Level of Service D

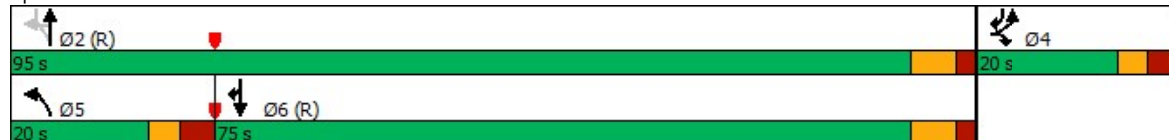
Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 2: NC 42 & E Front Street



River Mews - Clayton, NC
3: Glen Laurel Road & NC 42

Build (2027) PM
03/02/2023

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	6	1631	514	238	1169	4	414	4	206	4	4	39
Future Volume (vph)	6	1631	514	238	1169	4	414	4	206	4	4	39
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	250		500	825		0	400		475	0		150
Storage Lanes	1		1	1		0	1		1	0		1
Taper Length (ft)	100			100			100			100		
Lane Util. Factor	1.00	0.95	1.00	1.00	0.95	0.95	0.95	0.95	1.00	1.00	1.00	1.00
Frt			0.850						0.850			0.850
Flt Protected	0.950			0.950			0.950	0.953			0.976	
Satd. Flow (prot)	1770	3539	1583	1770	3539	0	1681	1686	1583	0	1818	1583
Flt Permitted	0.128			0.082			0.950	0.953			0.724	
Satd. Flow (perm)	238	3539	1583	153	3539	0	1681	1686	1583	0	1349	1583
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		45			45			45			45	
Link Distance (ft)		5202			2766			1935			2142	
Travel Time (s)		78.8			41.9			29.3			32.5	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	7	1812	571	264	1299	4	460	4	229	4	4	43
Shared Lane Traffic (%)							50%					
Lane Group Flow (vph)	7	1812	571	264	1303	0	230	234	229	0	8	43
Turn Type	D.P+P	NA	Perm	D.P+P	NA		Split	NA	pt+ov	Perm	NA	Perm
Protected Phases	5	2		1	6		3	3	3 1		4	
Permitted Phases	6		2	2						4		4
Detector Phase	5	2	2	1	6		3	3	3 1	4	4	4
Switch Phase												
Minimum Initial (s)	7.0	14.0	14.0	7.0	14.0		7.0	7.0		7.0	7.0	7.0
Minimum Split (s)	12.3	20.6	20.6	12.6	20.6		12.6	12.6		13.0	13.0	13.0
Total Split (s)	15.0	40.0	40.0	30.0	55.0		30.0	30.0		15.0	15.0	15.0
Total Split (%)	13.0%	34.8%	34.8%	26.1%	47.8%		26.1%	26.1%		13.0%	13.0%	13.0%
Maximum Green (s)	9.7	33.4	33.4	24.4	48.4		24.4	24.4		9.0	9.0	9.0
Yellow Time (s)	3.2	5.3	5.3	3.1	5.3		4.6	4.6		4.4	4.4	4.4
All-Red Time (s)	2.1	1.3	1.3	2.5	1.3		1.0	1.0		1.6	1.6	1.6
Lost Time Adjust (s)	-0.3	-1.6	-1.6	-0.6	-1.6		-0.6	-0.6			-1.0	-1.0
Total Lost Time (s)	5.0	5.0	5.0	5.0	5.0		5.0	5.0			5.0	5.0
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lead		Lag	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes		Yes	Yes	Yes
Vehicle Extension (s)	2.0	6.0	6.0	2.0	6.0		2.0	2.0		2.0	2.0	2.0
Minimum Gap (s)	0.2	3.4	3.4	0.2	3.4		0.2	0.2		0.2	0.2	0.2
Time Before Reduce (s)	0.0	15.0	15.0	0.0	15.0		0.0	0.0		0.0	0.0	0.0
Time To Reduce (s)	0.0	45.0	45.0	0.0	45.0		0.0	0.0		0.0	0.0	0.0
Recall Mode	None	C-Min	C-Min	None	C-Min		None	None		None	None	None
Act Effect Green (s)	72.5	50.8	50.8	68.5	71.1		20.2	20.2	37.8		8.9	8.9
Actuated g/C Ratio	0.63	0.44	0.44	0.60	0.62		0.18	0.18	0.33		0.08	0.08
v/c Ratio	0.03	1.16	0.82	0.78	0.60		0.78	0.79	0.44		0.08	0.35
Control Delay	10.3	111.4	41.8	43.3	17.4		63.2	64.3	21.8		50.3	58.2
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0		0.0	0.0
Total Delay	10.3	111.4	41.8	43.3	17.4		63.2	64.3	21.8		50.3	58.2

McAdams

Synchro 11 Report
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River Mews - Clayton, NC
3: Glen Laurel Road & NC 42

Build (2027) PM
03/02/2023

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS	B	F	D	D	B		E	E	C		D	E
Approach Delay		94.5			21.8			49.9			57.0	
Approach LOS		F			C			D			E	
Queue Length 50th (ft)	3	~1317	556	137	290		171	174	97		6	31
Queue Length 95th (ft)	m4	#2222	#991	228	518		254	260	115		22	68
Internal Link Dist (ft)		5122			2686			1855			2062	
Turn Bay Length (ft)	250		500	825			400		475			150
Base Capacity (vph)	284	1564	699	447	2186		365	366	655		117	137
Starvation Cap Reductn	0	0	0	0	0		0	0	0		0	0
Spillback Cap Reductn	0	0	0	0	0		0	0	0		0	0
Storage Cap Reductn	0	0	0	0	0		0	0	0		0	0
Reduced v/c Ratio	0.02	1.16	0.82	0.59	0.60		0.63	0.64	0.35		0.07	0.31

Intersection Summary

Area Type: Other

Cycle Length: 115

Actuated Cycle Length: 115

Offset: 32 (28%), Referenced to phase 2:EBWB and 6:EBWB, Start of Green

Natural Cycle: 130

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 1.16

Intersection Signal Delay: 63.3

Intersection LOS: E

Intersection Capacity Utilization 89.0%

ICU Level of Service E

Analysis Period (min) 15

~ Volume exceeds capacity, queue is theoretically infinite.

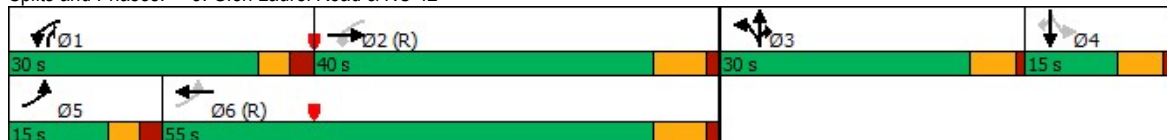
Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 3: Glen Laurel Road & NC 42



River Mews - Clayton, NC
6: NC42 & Castleberry Road

Build (2027) PM
03/02/2023

								
Lane Group	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Volume (vph)	169	425	1241	4	977	112	77	400
Future Volume (vph)	169	425	1241	4	977	112	77	400
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)		550		450		500	325	0
Storage Lanes		1		1		1	1	1
Taper Length (ft)		100		100			100	
Lane Util. Factor	0.95	1.00	0.95	1.00	0.95	1.00	1.00	1.00
Frt						0.850		0.850
Flt Protected		0.950		0.950			0.950	
Satd. Flow (prot)	0	1770	3539	1770	3539	1583	1770	1583
Flt Permitted		0.091		0.092			0.950	
Satd. Flow (perm)	0	170	3539	171	3539	1583	1770	1583
Right Turn on Red						No		No
Satd. Flow (RTOR)								
Link Speed (mph)			45		45		45	
Link Distance (ft)			1195		1804		1584	
Travel Time (s)			18.1		27.3		24.0	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	188	472	1379	4	1086	124	86	444
Shared Lane Traffic (%)								
Lane Group Flow (vph)	0	660	1379	4	1086	124	86	444
Turn Type	D.P+P	D.P+P	NA	D.P+P	NA	pm+ov	Prot	Prot
Protected Phases	5	5	2	1	6	4	4	4
Permitted Phases	6	6		2		6		
Detector Phase	5	5	2	1	6	4	4	4
Switch Phase								
Minimum Initial (s)	7.0	7.0	14.0	7.0	14.0	7.0	7.0	7.0
Minimum Split (s)	12.4	12.4	20.6	11.8	20.6	12.3	12.3	12.3
Total Split (s)	25.0	25.0	90.0	25.0	90.0	45.0	45.0	45.0
Total Split (%)	15.6%	15.6%	56.3%	15.6%	56.3%	28.1%	28.1%	28.1%
Maximum Green (s)	19.6	19.6	83.4	20.2	83.4	39.7	39.7	39.7
Yellow Time (s)	3.2	3.2	5.3	3.0	5.3	3.1	3.1	3.1
All-Red Time (s)	2.2	2.2	1.3	1.8	1.3	2.2	2.2	2.2
Lost Time Adjust (s)		-0.4	-1.6	0.2	-1.6	-0.3	-0.3	-0.3
Total Lost Time (s)		5.0	5.0	5.0	5.0	5.0	5.0	5.0
Lead/Lag	Lead	Lead	Lag	Lead	Lag			
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes			
Vehicle Extension (s)	2.0	2.0	6.0	2.0	6.0	2.0	2.0	2.0
Minimum Gap (s)	0.2	0.2	3.4	0.2	3.4	0.2	0.2	0.2
Time Before Reduce (s)	0.0	0.0	15.0	0.0	15.0	0.0	0.0	0.0
Time To Reduce (s)	0.0	0.0	30.0	0.0	30.0	0.0	0.0	0.0
Recall Mode	None	None	Min	None	Min	None	None	None
Act Effect Green (s)		61.1	64.0	65.2	41.1	86.2	40.1	40.1
Actuated g/C Ratio		0.53	0.55	0.56	0.35	0.74	0.34	0.34
v/c Ratio		1.81	0.71	0.02	0.87	0.11	0.14	0.81
Control Delay		400.2	22.2	10.5	43.4	4.3	29.0	49.3
Queue Delay		0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay		400.2	22.2	10.5	43.4	4.3	29.0	49.3

River Mews - Clayton, NC
6: NC42 & Castleberry Road

Build (2027) PM
03/02/2023



Lane Group	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
LOS		F	C	B	D	A	C	D
Approach Delay			144.6		39.3		46.0	
Approach LOS			F		D		D	
Queue Length 50th (ft)		~703	363	1	395	22	44	300
Queue Length 95th (ft)		#1016	552	6	480	38	92	#540
Internal Link Dist (ft)			1115		1724		1504	
Turn Bay Length (ft)		550		450		500	325	
Base Capacity (vph)		365	2594	373	2594	1173	610	546
Starvation Cap Reductn		0	0	0	0	0	0	0
Spillback Cap Reductn		0	0	0	0	0	0	0
Storage Cap Reductn		0	0	0	0	0	0	0
Reduced v/c Ratio		1.81	0.53	0.01	0.42	0.11	0.14	0.81

Intersection Summary

Area Type: Other

Cycle Length: 160

Actuated Cycle Length: 116.3

Natural Cycle: 120

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 1.81

Intersection Signal Delay: 97.0

Intersection LOS: F

Intersection Capacity Utilization 97.2%

ICU Level of Service F

Analysis Period (min) 15

~ Volume exceeds capacity, queue is theoretically infinite.

Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

Splits and Phases: 6: NC42 & Castleberry Road

 Ø1	 Ø2	 Ø4
25 s	90 s	45 s
 Ø5	 Ø6	
25 s	90 s	

River Mews - Clayton, NC
4: Fox Ridge Road/Site Drive #1 & NC 42

Build (2027) PM
03/02/2023

Intersection													
Int Delay, s/veh	4.3												
Movement	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↑↑	↑		↓	↑↑	↑			↑			↑
Traffic Vol, veh/h	0	1866	10	58	5	1389	102	0	0	8	0	0	64
Future Vol, veh/h	0	1866	10	58	5	1389	102	0	0	8	0	0	64
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	-	None	-	-	None	-	-	None
Storage Length	-	-	400	-	475	-	50	-	-	0	-	-	0
Veh in Median Storage, #	-	0	-	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	2073	11	64	6	1543	113	0	0	9	0	0	71
Major/Minor	Major1			Major2			Minor1			Minor2			
Conflicting Flow All	-	0	0	2073	2084	0	0	-	-	1037	-	-	772
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy	-	-	-	6.44	4.14	-	-	-	-	6.94	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	2.52	2.22	-	-	-	-	3.32	-	-	3.32
Pot Cap-1 Maneuver	0	-	-	66	262	-	-	0	0	228	0	0	342
Stage 1	0	-	-	-	-	-	-	0	0	-	0	0	-
Stage 2	0	-	-	-	-	-	-	0	0	-	0	0	-
Platoon blocked, %		-	-			-	-						
Mov Cap-1 Maneuver	-	-	-	68	68	-	-	-	-	228	-	-	342
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-	-
Approach	EB			WB			NB			SB			
HCM Control Delay, s	0			8.9			21.4			18.3			
HCM LOS							C			C			
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	WBR	SBLn1						
Capacity (veh/h)	228	-	-	68	-	-	342						
HCM Lane V/C Ratio	0.039	-	-	1.029	-	-	0.208						
HCM Control Delay (s)	21.4	-	-	220.7	-	-	18.3						
HCM Lane LOS	C	-	-	F	-	-	C						
HCM 95th %tile Q(veh)	0.1	-	-	5.2	-	-	0.8						

River Mews - Clayton, NC
5: Eastbound U-Turn & NC42

Build (2027) PM
03/02/2023

Intersection						
Int Delay, s/veh	1.4					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations				↑↑	↑	
Traffic Vol, veh/h	0	0	0	1456	97	0
Future Vol, veh/h	0	0	0	1456	97	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	2	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	0	0	1618	108	0
Major/Minor	Major2		Minor1			
Conflicting Flow All	-	-	-	809	-	-
Stage 1	-	-	-	0	-	-
Stage 2	-	-	-	809	-	-
Critical Hdwy	-	-	-	6.84	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	5.84	-	-
Follow-up Hdwy	-	-	-	3.52	-	-
Pot Cap-1 Maneuver	-	-	0	-	318	0
Stage 1	-	-	0	-	-	0
Stage 2	-	-	0	-	398	0
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	-	318	-	-
Mov Cap-2 Maneuver	-	-	-	318	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	398	-	-
Approach	WB		NB			
HCM Control Delay, s	-	0	-	22	-	-
HCM LOS	-	-	-	C	-	-
Minor Lane/Major Mvmt	NBLn1		WBT			
Capacity (veh/h)	-	318	-	-	-	-
HCM Lane V/C Ratio	-	0.339	-	-	-	-
HCM Control Delay (s)	-	22	-	-	-	-
HCM Lane LOS	-	C	-	-	-	-
HCM 95th %tile Q(veh)	-	1.5	-	-	-	-

River Mews - Clayton, NC
7: NC 42 & NC42 & Site Drive #2

Build (2027) PM
03/02/2023

Intersection										
Int Delay, s/veh	2									
Movement	EBL	EBT	EBR	WBL	WBT	WBR	SBL	SBR	NEL	NER
Lane Configurations					↑↑	↑				↑↑
Traffic Vol, veh/h	0	0	0	0	1308	237	0	0	0	1835
Future Vol, veh/h	0	0	0	0	1308	237	0	0	0	1835
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Free	Free	Free	Stop	Stop	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	-	None
Storage Length	-	-	-	-	-	125	-	0	-	0
Veh in Median Storage, #	-	1	-	-	0	-	0	-	0	-
Grade, %	-	0	-	-	0	-	0	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	0	0	0	1453	263	0	0	0	2039
Major/Minor				Major2		Minor2				
Conflicting Flow All				-	-	0	-	727		
Stage 1				-	-	-	-	-		
Stage 2				-	-	-	-	-		
Critical Hdwy				-	-	-	-	6.94		
Critical Hdwy Stg 1				-	-	-	-	-		
Critical Hdwy Stg 2				-	-	-	-	-		
Follow-up Hdwy				-	-	-	-	3.32		
Pot Cap-1 Maneuver				0	-	-	0	366		
Stage 1				0	-	-	0	-		
Stage 2				0	-	-	0	-		
Platoon blocked, %						-	-			
Mov Cap-1 Maneuver				-	-	-	-	366		
Mov Cap-2 Maneuver				-	-	-	-	-		
Stage 1				-	-	-	-	-		
Stage 2				-	-	-	-	-		
Approach				WB		SB				
HCM Control Delay, s				0		22.6				
HCM LOS						C				
Minor Lane/Major Mvmt		WBT	WBR	SBLn1						
Capacity (veh/h)		-	-	366						
HCM Lane V/C Ratio		-	-	0.449						
HCM Control Delay (s)		-	-	22.6						
HCM Lane LOS		-	-	C						
HCM 95th %tile Q(veh)		-	-	2.2						

River Mews - Clayton, NC
3: Glen Laurel Road & NC 42

Build (2027) AM - with timing modifications
03/02/2023

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	43	910	194	201	1634	10	525	7	216	4	4	8
Future Volume (vph)	43	910	194	201	1634	10	525	7	216	4	4	8
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	250		500	825		0	400		475	0		150
Storage Lanes	1		1	1		0	1		1	0		1
Taper Length (ft)	100			100			100			100		
Lane Util. Factor	1.00	0.95	1.00	1.00	0.95	0.95	0.95	0.95	1.00	1.00	1.00	1.00
Frt			0.850		0.999				0.850			0.850
Flt Protected	0.950			0.950			0.950	0.954			0.976	
Satd. Flow (prot)	1770	3539	1583	1770	3536	0	1681	1688	1583	0	1818	1583
Flt Permitted	0.058			0.200			0.950	0.954			0.789	
Satd. Flow (perm)	108	3539	1583	373	3536	0	1681	1688	1583	0	1470	1583
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			216		1				196			183
Link Speed (mph)		45			45			45			45	
Link Distance (ft)		5202			2766			1935			2142	
Travel Time (s)		78.8			41.9			29.3			32.5	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	48	1011	216	223	1816	11	583	8	240	4	4	9
Shared Lane Traffic (%)							49%					
Lane Group Flow (vph)	48	1011	216	223	1827	0	297	294	240	0	8	9
Turn Type	D.P+P	NA	Perm	D.P+P	NA		Split	NA	pt+ov	Perm	NA	Perm
Protected Phases	5	2		1	6		3	3	3 1		4	
Permitted Phases	6		2	2						4		4
Detector Phase	5	2	2	1	6		3	3	3 1	4	4	4
Switch Phase												
Minimum Initial (s)	7.0	14.0	14.0	7.0	14.0		7.0	7.0		7.0	7.0	7.0
Minimum Split (s)	12.3	20.6	20.6	12.6	20.6		12.6	12.6		13.0	13.0	13.0
Total Split (s)	15.0	57.0	57.0	23.0	65.0		25.0	25.0		15.0	15.0	15.0
Total Split (%)	12.5%	47.5%	47.5%	19.2%	54.2%		20.8%	20.8%		12.5%	12.5%	12.5%
Maximum Green (s)	9.7	50.4	50.4	17.4	58.4		19.4	19.4		9.0	9.0	9.0
Yellow Time (s)	3.2	5.3	5.3	3.1	5.3		4.6	4.6		4.4	4.4	4.4
All-Red Time (s)	2.1	1.3	1.3	2.5	1.3		1.0	1.0		1.6	1.6	1.6
Lost Time Adjust (s)	-0.3	-1.6	-1.6	-0.6	-1.6		-0.6	-0.6			-1.0	-1.0
Total Lost Time (s)	5.0	5.0	5.0	5.0	5.0		5.0	5.0			5.0	5.0
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lead		Lag	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes		Yes	Yes	Yes
Vehicle Extension (s)	2.0	6.0	6.0	2.0	6.0		2.0	2.0		2.0	2.0	2.0
Minimum Gap (s)	0.2	3.4	3.4	0.2	3.4		0.2	0.2		0.2	0.2	0.2
Time Before Reduce (s)	0.0	15.0	15.0	0.0	15.0		0.0	0.0		0.0	0.0	0.0
Time To Reduce (s)	0.0	45.0	45.0	0.0	45.0		0.0	0.0		0.0	0.0	0.0
Recall Mode	None	C-Min	C-Min	None	C-Min		None	None		None	None	None
Act Effect Green (s)	80.8	67.6	67.6	79.8	75.0		20.0	20.0	34.4		8.0	8.0
Actuated g/C Ratio	0.67	0.56	0.56	0.66	0.62		0.17	0.17	0.29		0.07	0.07
v/c Ratio	0.28	0.51	0.22	0.57	0.83		1.06	1.05	0.40		0.08	0.03
Control Delay	11.2	19.0	3.1	13.3	23.8		118.7	114.8	7.5		54.6	0.2
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0		0.0	0.0
Total Delay	11.2	19.0	3.1	13.3	23.8		118.7	114.8	7.5		54.6	0.2

McAdams

Synchro 11 Report
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River Mews - Clayton, NC
3: Glen Laurel Road & NC 42

Build (2027) AM - with timing modifications
03/02/2023

	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS	B	B	A	B	C		F	F	A		D	A
Approach Delay		16.0			22.7			85.2			25.8	
Approach LOS		B			C			F			C	
Queue Length 50th (ft)	8	210	0	43	501		~266	~260	25		6	0
Queue Length 95th (ft)	27	385	43	101	#881		#452	#445	65		23	0
Internal Link Dist (ft)		5122			2686			1855			2062	
Turn Bay Length (ft)	250		500	825			400		475			150
Base Capacity (vph)	213	1993	986	470	2208		280	281	661		122	299
Starvation Cap Reductn	0	0	0	0	0		0	0	0		0	0
Spillback Cap Reductn	0	0	0	0	0		0	0	0		0	0
Storage Cap Reductn	0	0	0	0	0		0	0	0		0	0
Reduced v/c Ratio	0.23	0.51	0.22	0.47	0.83		1.06	1.05	0.36		0.07	0.03

Intersection Summary

Area Type: Other

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 30 (25%), Referenced to phase 2:EBWB and 6:EBWB, Start of Green

Natural Cycle: 120

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 1.06

Intersection Signal Delay: 33.1

Intersection LOS: C

Intersection Capacity Utilization 85.2%

ICU Level of Service E

Analysis Period (min) 15

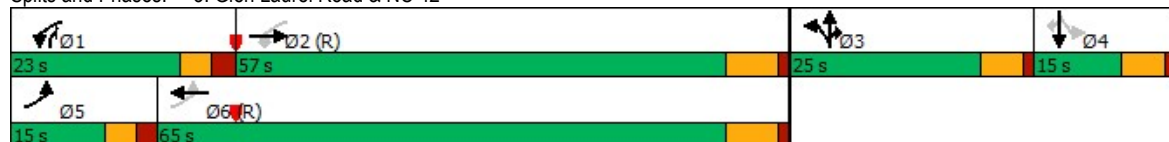
~ Volume exceeds capacity, queue is theoretically infinite.

Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

Splits and Phases: 3: Glen Laurel Road & NC 42



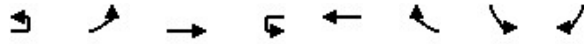
River Mews - Clayton, NC
6: NC42 & Castleberry Road

Build (2027) AM - with timing modifications
03/02/2023

								
Lane Group	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Volume (vph)	53	304	813	4	1219	78	81	446
Future Volume (vph)	53	304	813	4	1219	78	81	446
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)		550		450		500	325	0
Storage Lanes		1		1		1	1	1
Taper Length (ft)		100		100			100	
Lane Util. Factor	0.95	1.00	0.95	1.00	0.95	1.00	1.00	0.95
Frt						0.850	0.895	0.850
Flt Protected		0.950		0.950			0.985	
Satd. Flow (prot)	0	1770	3539	1770	3539	1583	1642	1504
Flt Permitted		0.081		0.274			0.985	
Satd. Flow (perm)	0	151	3539	510	3539	1583	1642	1504
Right Turn on Red						No		No
Satd. Flow (RTOR)								
Link Speed (mph)			45		45		45	
Link Distance (ft)			1195		1804		1584	
Travel Time (s)			18.1		27.3		24.0	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	59	338	903	4	1354	87	90	496
Shared Lane Traffic (%)								42%
Lane Group Flow (vph)	0	397	903	4	1354	87	298	288
Turn Type	D.P+P	D.P+P	NA	D.P+P	NA	pm+ov	Prot	Prot
Protected Phases	5	5	2	1	6	4	4	4
Permitted Phases	6	6		2		6		
Detector Phase	5	5	2	1	6	4	4	4
Switch Phase								
Minimum Initial (s)	7.0	7.0	14.0	7.0	14.0	7.0	7.0	7.0
Minimum Split (s)	12.4	12.4	20.6	11.8	20.6	12.3	12.3	12.3
Total Split (s)	31.0	31.0	73.0	15.0	57.0	32.0	32.0	32.0
Total Split (%)	25.8%	25.8%	60.8%	12.5%	47.5%	26.7%	26.7%	26.7%
Maximum Green (s)	25.6	25.6	66.4	10.2	50.4	26.7	26.7	26.7
Yellow Time (s)	3.2	3.2	5.3	3.0	5.3	3.1	3.1	3.1
All-Red Time (s)	2.2	2.2	1.3	1.8	1.3	2.2	2.2	2.2
Lost Time Adjust (s)		-0.4	-1.6	0.2	-1.6	-0.3	-0.3	-0.3
Total Lost Time (s)		5.0	5.0	5.0	5.0	5.0	5.0	5.0
Lead/Lag	Lead	Lead	Lag	Lead	Lag			
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes			
Vehicle Extension (s)	2.0	2.0	6.0	2.0	6.0	2.0	2.0	2.0
Minimum Gap (s)	0.2	0.2	3.4	0.2	3.4	0.2	0.2	0.2
Time Before Reduce (s)	0.0	0.0	15.0	0.0	15.0	0.0	0.0	0.0
Time To Reduce (s)	0.0	0.0	30.0	0.0	30.0	0.0	0.0	0.0
Recall Mode	None	None	Min	None	Min	None	None	None
Act Effect Green (s)		70.3	73.3	74.5	46.6	75.9	24.1	24.1
Actuated g/C Ratio		0.64	0.67	0.68	0.42	0.69	0.22	0.22
v/c Ratio		0.89	0.38	0.01	0.90	0.08	0.83	0.87
Control Delay		55.4	9.4	5.8	39.3	5.9	62.2	69.3
Queue Delay		0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay		55.4	9.4	5.8	39.3	5.9	62.2	69.3

River Mews - Clayton, NC
6: NC42 & Castleberry Road

Build (2027) AM - with timing modifications
03/02/2023



Lane Group	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
LOS		E	A	A	D	A	E	E
Approach Delay			23.5		37.2		65.7	
Approach LOS			C		D		E	
Queue Length 50th (ft)		243	137	1	497	19	220	226
Queue Length 95th (ft)		#422	235	4	602	36	#362	#386
Internal Link Dist (ft)			1115		1724		1504	
Turn Bay Length (ft)		550		450		500	325	
Base Capacity (vph)		491	2485	466	1716	1145	413	378
Starvation Cap Reductn		0	0	0	0	0	0	0
Spillback Cap Reductn		0	0	0	0	0	0	0
Storage Cap Reductn		0	0	0	0	0	0	0
Reduced v/c Ratio		0.81	0.36	0.01	0.79	0.08	0.72	0.76

Intersection Summary

Area Type: Other

Cycle Length: 120

Actuated Cycle Length: 109.8

Natural Cycle: 90

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 0.90

Intersection Signal Delay: 36.8

Intersection LOS: D

Intersection Capacity Utilization 84.4%

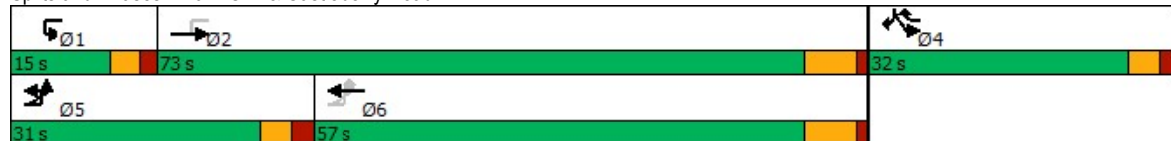
ICU Level of Service E

Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

Splits and Phases: 6: NC42 & Castleberry Road



River Mews - Clayton, NC
3: Glen Laurel Road & NC 42

Build (2027) PM - with timing modifications
03/02/2023

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	6	1631	514	238	1169	4	414	4	206	4	4	39
Future Volume (vph)	6	1631	514	238	1169	4	414	4	206	4	4	39
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	250		500	825		0	400		475	0		150
Storage Lanes	1		1	1		0	1		1	0		1
Taper Length (ft)	100			100			100			100		
Lane Util. Factor	1.00	0.95	1.00	1.00	0.95	0.95	0.95	0.95	1.00	1.00	1.00	1.00
Frt			0.850						0.850			0.850
Flt Protected	0.950			0.950			0.950	0.953			0.976	
Satd. Flow (prot)	1770	3539	1583	1770	3539	0	1681	1686	1583	0	1818	1583
Flt Permitted	0.153			0.060			0.950	0.953			0.719	
Satd. Flow (perm)	285	3539	1583	112	3539	0	1681	1686	1583	0	1339	1583
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			571						129			122
Link Speed (mph)		45			45			45			45	
Link Distance (ft)		5202			2766			1935			2142	
Travel Time (s)		78.8			41.9			29.3			32.5	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	7	1812	571	264	1299	4	460	4	229	4	4	43
Shared Lane Traffic (%)							50%					
Lane Group Flow (vph)	7	1812	571	264	1303	0	230	234	229	0	8	43
Turn Type	D.P+P	NA	Perm	D.P+P	NA		Split	NA	pt+ov	Perm	NA	Perm
Protected Phases	5	2		1	6		3	3	3 1		4	
Permitted Phases	6		2	2						4		4
Detector Phase	5	2	2	1	6		3	3	3 1	4	4	4
Switch Phase												
Minimum Initial (s)	7.0	14.0	14.0	7.0	14.0		7.0	7.0		7.0	7.0	7.0
Minimum Split (s)	12.3	20.6	20.6	12.6	20.6		12.6	12.6		13.0	13.0	13.0
Total Split (s)	15.0	74.0	74.0	20.0	79.0		21.0	21.0		15.0	15.0	15.0
Total Split (%)	11.5%	56.9%	56.9%	15.4%	60.8%		16.2%	16.2%		11.5%	11.5%	11.5%
Maximum Green (s)	9.7	67.4	67.4	14.4	72.4		15.4	15.4		9.0	9.0	9.0
Yellow Time (s)	3.2	5.3	5.3	3.1	5.3		4.6	4.6		4.4	4.4	4.4
All-Red Time (s)	2.1	1.3	1.3	2.5	1.3		1.0	1.0		1.6	1.6	1.6
Lost Time Adjust (s)	-0.3	-1.6	-1.6	-0.6	-1.6		-0.6	-0.6			-1.0	-1.0
Total Lost Time (s)	5.0	5.0	5.0	5.0	5.0		5.0	5.0			5.0	5.0
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lead		Lag	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes		Yes	Yes	Yes
Vehicle Extension (s)	2.0	6.0	6.0	2.0	6.0		2.0	2.0		2.0	2.0	2.0
Minimum Gap (s)	0.2	3.4	3.4	0.2	3.4		0.2	0.2		0.2	0.2	0.2
Time Before Reduce (s)	0.0	15.0	15.0	0.0	15.0		0.0	0.0		0.0	0.0	0.0
Time To Reduce (s)	0.0	45.0	45.0	0.0	45.0		0.0	0.0		0.0	0.0	0.0
Recall Mode	None	C-Min	C-Min	None	C-Min		None	None		None	None	None
Act Effect Green (s)	91.2	69.4	69.4	87.2	89.7		17.4	17.4	35.2		8.0	8.0
Actuated g/C Ratio	0.70	0.53	0.53	0.67	0.69		0.13	0.13	0.27		0.06	0.06
v/c Ratio	0.02	0.96	0.51	0.88	0.53		1.02	1.04	0.44		0.10	0.20
Control Delay	6.2	42.6	3.0	65.4	11.7		121.5	124.3	15.2		60.4	2.2
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0		0.0	0.0
Total Delay	6.2	42.6	3.0	65.4	11.7		121.5	124.3	15.2		60.4	2.2

River Mews - Clayton, NC
3: Glen Laurel Road & NC 42

Build (2027) PM - with timing modifications
03/02/2023

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
LOS	A	D	A	E	B		F	F	B		E	A
Approach Delay		33.0			20.7			87.3			11.3	
Approach LOS		C			C			F			B	
Queue Length 50th (ft)	2	747	0	168	249		~233	~240	55		7	0
Queue Length 95th (ft)	6	#942	54	#333	408		#408	#414	119		24	0
Internal Link Dist (ft)		5122			2686			1855			2062	
Turn Bay Length (ft)	250		500	825			400		475			150
Base Capacity (vph)	315	1888	1111	301	2442		225	226	522		103	234
Starvation Cap Reductn	0	0	0	0	0		0	0	0		0	0
Spillback Cap Reductn	0	0	0	0	0		0	0	0		0	0
Storage Cap Reductn	0	0	0	0	0		0	0	0		0	0
Reduced v/c Ratio	0.02	0.96	0.51	0.88	0.53		1.02	1.04	0.44		0.08	0.18

Intersection Summary

Area Type: Other

Cycle Length: 130

Actuated Cycle Length: 130

Offset: 32 (25%), Referenced to phase 2:EBWB and 6:EBWB, Start of Green

Natural Cycle: 130

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 1.04

Intersection Signal Delay: 36.7

Intersection LOS: D

Intersection Capacity Utilization 89.0%

ICU Level of Service E

Analysis Period (min) 15

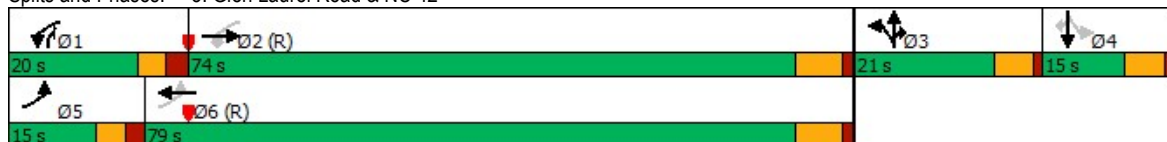
~ Volume exceeds capacity, queue is theoretically infinite.

Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

Splits and Phases: 3: Glen Laurel Road & NC 42



River Mews - Clayton, NC
6: NC42 & Castleberry Road

Build (2027) PM - with timing modifications
03/02/2023

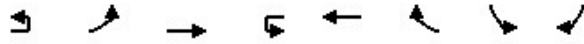
								
Lane Group	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations								
Traffic Volume (vph)	169	425	1241	4	977	112	77	400
Future Volume (vph)	169	425	1241	4	977	112	77	400
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)		550		450		500	325	0
Storage Lanes		1		1		1	1	1
Taper Length (ft)		100		100			100	
Lane Util. Factor	0.95	1.00	0.95	1.00	0.95	1.00	1.00	1.00
Frt						0.850		0.850
Flt Protected		0.950		0.950			0.950	
Satd. Flow (prot)	0	1770	3539	1770	3539	1583	1770	1583
Flt Permitted		0.101		0.123			0.950	
Satd. Flow (perm)	0	188	3539	229	3539	1583	1770	1583
Right Turn on Red						No		No
Satd. Flow (RTOR)								
Link Speed (mph)			45		45		45	
Link Distance (ft)			1195		1804		1584	
Travel Time (s)			18.1		27.3		24.0	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	188	472	1379	4	1086	124	86	444
Shared Lane Traffic (%)								
Lane Group Flow (vph)	0	660	1379	4	1086	124	86	444
Turn Type	D.P+P	D.P+P	NA	D.P+P	NA	pm+ov	Prot	Prot
Protected Phases	5	5	2	1	6	4	4	4
Permitted Phases	6	6		2		6		
Detector Phase	5	5	2	1	6	4	4	4
Switch Phase								
Minimum Initial (s)	7.0	7.0	14.0	7.0	14.0	7.0	7.0	7.0
Minimum Split (s)	12.4	12.4	20.6	11.8	20.6	12.3	12.3	12.3
Total Split (s)	41.0	41.0	68.0	15.0	42.0	37.0	37.0	37.0
Total Split (%)	34.2%	34.2%	56.7%	12.5%	35.0%	30.8%	30.8%	30.8%
Maximum Green (s)	35.6	35.6	61.4	10.2	35.4	31.7	31.7	31.7
Yellow Time (s)	3.2	3.2	5.3	3.0	5.3	3.1	3.1	3.1
All-Red Time (s)	2.2	2.2	1.3	1.8	1.3	2.2	2.2	2.2
Lost Time Adjust (s)		-0.4	-1.6	0.2	-1.6	-0.3	-0.3	-0.3
Total Lost Time (s)		5.0	5.0	5.0	5.0	5.0	5.0	5.0
Lead/Lag	Lead	Lead	Lag	Lead	Lag			
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes			
Vehicle Extension (s)	2.0	2.0	6.0	2.0	6.0	2.0	2.0	2.0
Minimum Gap (s)	0.2	0.2	3.4	0.2	3.4	0.2	0.2	0.2
Time Before Reduce (s)	0.0	0.0	15.0	0.0	15.0	0.0	0.0	0.0
Time To Reduce (s)	0.0	0.0	30.0	0.0	30.0	0.0	0.0	0.0
Recall Mode	None	None	Min	None	Min	None	None	None
Act Effect Green (s)		73.0	75.6	77.0	37.0	74.0	32.0	32.0
Actuated g/C Ratio		0.61	0.63	0.64	0.31	0.62	0.27	0.27
v/c Ratio		1.12	0.62	0.02	1.00	0.13	0.18	1.05
Control Delay		108.7	15.6	7.5	67.8	10.0	35.2	101.1
Queue Delay		0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay		108.7	15.6	7.5	67.8	10.0	35.2	101.1

McAdams

Synchro 11 Report
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Lane Group	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR
LOS		F	B	A	E	A	D	F
Approach Delay			45.8		61.7		90.4	
Approach LOS			D		E		F	
Queue Length 50th (ft)		~543	297	1	441	37	52	~375
Queue Length 95th (ft)		#776	477	5	#593	64	95	#580
Internal Link Dist (ft)			1115		1724		1504	
Turn Bay Length (ft)		550		450		500	325	
Base Capacity (vph)		588	2230	276	1091	976	472	422
Starvation Cap Reductn		0	0	0	0	0	0	0
Spillback Cap Reductn		0	0	0	0	0	0	0
Storage Cap Reductn		0	0	0	0	0	0	0
Reduced v/c Ratio		1.12	0.62	0.01	1.00	0.13	0.18	1.05

Intersection Summary

Area Type: Other

Cycle Length: 120

Actuated Cycle Length: 120

Natural Cycle: 120

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 1.12

Intersection Signal Delay: 57.1

Intersection LOS: E

Intersection Capacity Utilization 97.2%

ICU Level of Service F

Analysis Period (min) 15

~ Volume exceeds capacity, queue is theoretically infinite.

Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

Splits and Phases: 6: NC42 & Castleberry Road

15 s	58 s	37 s
41 s	42 s	

1: Rose Street/NC 42 & US 70 Business Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.5	0.6	2.7	0.0	0.4
Total Del/Veh (s)	41.7	46.3	82.1	86.1	58.7

2: NC 42 & E Front Street Performance by approach

Approach	EB	NB	SB	All
Denied Del/Veh (s)	1.0	0.0	21.6	13.2
Total Del/Veh (s)	37.6	16.7	321.1	202.7

3: Glen Laurel Road & NC 42 Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.0	0.0	1.4	1.8	0.3
Total Del/Veh (s)	30.1	67.1	41.5	62.0	50.5

4: Fox Ridge Road/Site Drive #1 & NC 42 Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.0	0.0	0.1	0.1	0.0
Total Del/Veh (s)	6.6	1.6	9.9	32.3	4.2

5: Eastbound U-Turn & NC42 Performance by approach

Approach	WB	NB	All
Denied Del/Veh (s)	0.0	0.0	0.0
Total Del/Veh (s)	1.2	23.5	1.7

6: NC42 & Castleberry Road Performance by approach

Approach	EB	WB	SB	All
Denied Del/Veh (s)	0.0	0.3	1.1	0.3
Total Del/Veh (s)	29.9	38.2	35.5	34.5

7: NC 42 & NC42 & Site Drive #2 Performance by approach

Approach	WB	SB	NE	All
Denied Del/Veh (s)	0.0	0.3	0.0	0.0
Total Del/Veh (s)	6.9	94.8	0.7	11.8

11: NC 42 & Eastbound U-Turn Performance by approach

Approach	EB	All
Denied Del/Veh (s)	0.0	0.0
Total Del/Veh (s)	0.6	0.6

13: NC 42 & NC42 Performance by approach

Approach	EB	SW	All
Denied Del/Veh (s)	0.0	0.0	0.0
Total Del/Veh (s)	1.0	0.6	0.7

Total Network Performance

Denied Del/Veh (s)	7.7
Total Del/Veh (s)	203.9

Queuing and Blocking Report

Build (2027) AM

03/02/2023

Intersection: 1: Rose Street/NC 42 & US 70 Business

Movement	EB	EB	EB	EB	EB	WB	WB	WB	WB	NB	NB	NB
Directions Served	L	L	T	T	R	L	T	T	R	L	T	R
Maximum Queue (ft)	642	632	283	303	137	224	583	581	500	194	140	39
Average Queue (ft)	384	416	147	132	22	48	386	385	67	93	37	6
95th Queue (ft)	577	604	259	243	77	140	519	527	326	168	95	22
Link Distance (ft)		1809	1809	1809			2077	2077			1182	
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	625				200	125			400	150		100
Storage Blk Time (%)		0		4		0	44	8		4	1	
Queuing Penalty (veh)		1		3		0	13	14		2	1	

Intersection: 1: Rose Street/NC 42 & US 70 Business

Movement	SB	SB	SB
Directions Served	L	LT	R
Maximum Queue (ft)	209	1364	1336
Average Queue (ft)	123	1067	1295
95th Queue (ft)	196	1717	1371
Link Distance (ft)		1310	1310
Upstream Blk Time (%)		2	8
Queuing Penalty (veh)		24	77
Storage Bay Dist (ft)	350		
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 2: NC 42 & E Front Street

Movement	EB	EB	EB	NB	NB	NB	SB	SB	SB	SB
Directions Served	L	L	R	L	T	T	U	T	T	R
Maximum Queue (ft)	108	122	108	137	226	276	52	5105	5114	300
Average Queue (ft)	37	53	46	46	72	78	7	2990	3053	279
95th Queue (ft)	78	85	94	95	190	208	31	5893	5906	401
Link Distance (ft)		2200			1310	1310		5098	5098	
Upstream Blk Time (%)								0	1	
Queuing Penalty (veh)								3	7	
Storage Bay Dist (ft)	575		200	300			100			200
Storage Blk Time (%)								29	58	
Queuing Penalty (veh)								3	195	

Queuing and Blocking Report

Build (2027) AM

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Intersection: 3: Glen Laurel Road & NC 42

Movement	EB	EB	EB	EB	WB	WB	WB	NB	NB	NB	SB	SB
Directions Served	L	T	T	R	L	T	TR	L	LT	R	LT	R
Maximum Queue (ft)	349	403	404	241	924	1914	1860	242	258	216	53	31
Average Queue (ft)	71	188	194	75	255	575	586	163	184	111	7	5
95th Queue (ft)	232	346	361	152	835	1390	1395	222	244	194	29	21
Link Distance (ft)		5098	5098			2689	2689		1875		2094	
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	250			500	825			400		475		150
Storage Blk Time (%)		5				15						
Queuing Penalty (veh)		2				29						

Intersection: 4: Fox Ridge Road/Site Drive #1 & NC 42

Movement	WB	NB	SB
Directions Served	UL	R	R
Maximum Queue (ft)	62	51	155
Average Queue (ft)	20	10	48
95th Queue (ft)	50	36	98
Link Distance (ft)		1215	1148
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)	475		
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 5: Eastbound U-Turn & NC42

Movement	NB
Directions Served	L
Maximum Queue (ft)	70
Average Queue (ft)	30
95th Queue (ft)	55
Link Distance (ft)	103
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Queuing and Blocking Report

Build (2027) AM

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Intersection: 6: NC42 & Castleberry Road

Movement	EB	EB	EB	WB	WB	WB	WB	SB	SB
Directions Served	UL	T	T	U	T	T	R	LR	R
Maximum Queue (ft)	649	678	311	28	534	536	52	279	258
Average Queue (ft)	253	146	144	6	318	302	14	142	159
95th Queue (ft)	482	351	258	23	503	499	45	236	240
Link Distance (ft)		1126	1126		1774	1774			1525
Upstream Blk Time (%)									
Queuing Penalty (veh)									
Storage Bay Dist (ft)	550			450			500	325	
Storage Blk Time (%)	4				3	0			
Queuing Penalty (veh)	14				0	0			

Intersection: 7: NC 42 & NC42 & Site Drive #2

Movement	SB
Directions Served	>
Maximum Queue (ft)	606
Average Queue (ft)	241
95th Queue (ft)	527
Link Distance (ft)	1210
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 11: NC 42 & Eastbound U-Turn

Movement
Directions Served
Maximum Queue (ft)
Average Queue (ft)
95th Queue (ft)
Link Distance (ft)
Upstream Blk Time (%)
Queuing Penalty (veh)
Storage Bay Dist (ft)
Storage Blk Time (%)
Queuing Penalty (veh)

Intersection: 13: NC 42 & NC42

Movement
Directions Served
Maximum Queue (ft)
Average Queue (ft)
95th Queue (ft)
Link Distance (ft)
Upstream Blk Time (%)
Queuing Penalty (veh)
Storage Bay Dist (ft)
Storage Blk Time (%)
Queuing Penalty (veh)

Network Summary

Network wide Queuing Penalty: 388

1: Rose Street/NC 42 & US 70 Business Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	71.6	0.7	2.3	0.0	34.4
Total Del/Veh (s)	101.1	67.4	103.6	49.0	78.4

2: NC 42 & E Front Street Performance by approach

Approach	EB	NB	SB	All
Denied Del/Veh (s)	0.7	0.0	0.1	0.1
Total Del/Veh (s)	57.9	25.5	23.7	28.4

3: Glen Laurel Road & NC 42 Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.0	0.0	1.4	2.5	0.2
Total Del/Veh (s)	150.9	17.8	39.2	59.3	88.7

4: Fox Ridge Road/Site Drive #1 & NC 42 Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	1.1	0.0	0.1	0.2	0.6
Total Del/Veh (s)	97.3	11.1	77.0	10.8	56.2

5: Eastbound U-Turn & NC42 Performance by approach

Approach	WB	NB	All
Denied Del/Veh (s)	0.0	0.0	0.0
Total Del/Veh (s)	0.9	17.5	1.6

6: NC42 & Castleberry Road Performance by approach

Approach	EB	WB	SB	All
Denied Del/Veh (s)	0.0	0.4	0.9	0.3
Total Del/Veh (s)	114.4	38.2	41.4	75.2

7: NC 42 & NC42 & Site Drive #2 Performance by approach

Approach	WB	SB	NE	All
Denied Del/Veh (s)	0.0	0.2	0.0	0.0
Total Del/Veh (s)	6.2	11.6	46.9	25.3

11: NC 42 & Eastbound U-Turn Performance by approach

Approach	EB	All
Denied Del/Veh (s)	0.0	0.0
Total Del/Veh (s)	31.2	31.2

13: NC 42 & NC42 Performance by approach

Approach	EB	SW	All
Denied Del/Veh (s)	0.0	0.0	0.0
Total Del/Veh (s)	41.8	0.5	21.6

Total Network Performance

Denied Del/Veh (s)	27.6
Total Del/Veh (s)	206.3

Queuing and Blocking Report

Build (2027) PM

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Intersection: 1: Rose Street/NC 42 & US 70 Business

Movement	EB	EB	EB	EB	EB	WB	WB	WB	WB	NB	NB	NB
Directions Served	L	L	T	T	R	L	T	T	R	L	T	R
Maximum Queue (ft)	725	1861	1837	1824	300	223	767	789	500	112	130	17
Average Queue (ft)	690	1706	1528	865	68	24	486	480	281	81	52	4
95th Queue (ft)	819	2188	2441	1983	248	96	658	665	596	117	106	15
Link Distance (ft)		1809	1809	1809			2077	2077			1182	
Upstream Blk Time (%)		36	24	0								
Queuing Penalty (veh)		0	0	0								
Storage Bay Dist (ft)	625				200	125			400	150		100
Storage Blk Time (%)	30	36		9			58	20			3	
Queuing Penalty (veh)	220	264		8			8	66			2	

Intersection: 1: Rose Street/NC 42 & US 70 Business

Movement	SB	SB	SB
Directions Served	L	LT	R
Maximum Queue (ft)	304	348	994
Average Queue (ft)	195	215	36
95th Queue (ft)	291	309	340
Link Distance (ft)		1310	1310
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)	350		
Storage Blk Time (%)		1	
Queuing Penalty (veh)		1	

Intersection: 2: NC 42 & E Front Street

Movement	EB	EB	EB	NB	NB	NB	SB	SB	SB	SB
Directions Served	L	L	R	L	T	T	U	T	T	R
Maximum Queue (ft)	268	273	115	188	317	259	51	377	394	299
Average Queue (ft)	136	142	31	65	134	150	10	166	235	64
95th Queue (ft)	211	226	82	131	249	261	34	297	360	227
Link Distance (ft)		2200			1310	1310		5098	5098	
Upstream Blk Time (%)										
Queuing Penalty (veh)										
Storage Bay Dist (ft)	575		200	300			100			200
Storage Blk Time (%)		4			0			7	11	
Queuing Penalty (veh)		9			0			1	26	

Queuing and Blocking Report

Build (2027) PM

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Intersection: 3: Glen Laurel Road & NC 42

Movement	EB	EB	EB	EB	WB	WB	WB	NB	NB	NB	SB	SB
Directions Served	L	T	T	R	L	T	TR	L	LT	R	LT	R
Maximum Queue (ft)	349	2343	2428	600	209	254	248	205	240	170	53	92
Average Queue (ft)	15	1215	1246	468	113	121	126	126	150	68	6	27
95th Queue (ft)	122	2290	2365	774	190	206	220	197	211	130	28	63
Link Distance (ft)		5098	5098			2689	2689		1875		2094	
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	250			500	825			400		475		150
Storage Blk Time (%)		51	39									
Queuing Penalty (veh)		3	201									

Intersection: 4: Fox Ridge Road/Site Drive #1 & NC 42

Movement	EB	EB	EB	WB	WB	NB	SB
Directions Served	T	T	R	UL	T	R	R
Maximum Queue (ft)	2396	2388	500	452	448	32	83
Average Queue (ft)	590	584	71	104	12	8	30
95th Queue (ft)	1897	1875	360	289	116	28	60
Link Distance (ft)	2689	2689			605	1215	1792
Upstream Blk Time (%)							
Queuing Penalty (veh)							
Storage Bay Dist (ft)			400	475			
Storage Blk Time (%)		33					
Queuing Penalty (veh)		3					

Intersection: 5: Eastbound U-Turn & NC42

Movement	NB
Directions Served	L
Maximum Queue (ft)	95
Average Queue (ft)	34
95th Queue (ft)	70
Link Distance (ft)	103
Upstream Blk Time (%)	0
Queuing Penalty (veh)	0
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Queuing and Blocking Report

Build (2027) PM

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Intersection: 6: NC42 & Castleberry Road

Movement	EB	EB	EB	WB	WB	WB	WB	SB	SB
Directions Served	UL	T	T	U	T	T	R	L	R
Maximum Queue (ft)	650	1148	1103	26	466	452	74	93	405
Average Queue (ft)	649	1048	296	5	264	259	24	36	237
95th Queue (ft)	652	1399	836	21	429	418	64	76	341
Link Distance (ft)		1132	1132		1774	1774			1525
Upstream Blk Time (%)		38							
Queuing Penalty (veh)		351							
Storage Bay Dist (ft)	550			450			500	325	
Storage Blk Time (%)	95				0				4
Queuing Penalty (veh)	588				0				3

Intersection: 7: NC 42 & NC42 & Site Drive #2

Movement	SB	NE	NE
Directions Served	>	R	R
Maximum Queue (ft)	103	575	622
Average Queue (ft)	58	401	379
95th Queue (ft)	93	817	791
Link Distance (ft)	1449	562	562
Upstream Blk Time (%)		35	7
Queuing Penalty (veh)		325	63
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 11: NC 42 & Eastbound U-Turn

Movement	EB	EB	EB
Directions Served	L	T	T
Maximum Queue (ft)	350	412	435
Average Queue (ft)	149	239	236
95th Queue (ft)	434	543	536
Link Distance (ft)		379	379
Upstream Blk Time (%)		31	9
Queuing Penalty (veh)		307	93
Storage Bay Dist (ft)	250		
Storage Blk Time (%)		57	
Queuing Penalty (veh)		57	

Queuing and Blocking Report

Build (2027) PM

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Intersection: 13: NC 42 & NC42

Movement	EB	EB
Directions Served	T	T
Maximum Queue (ft)	630	670
Average Queue (ft)	299	297
95th Queue (ft)	794	808
Link Distance (ft)	605	605
Upstream Blk Time (%)	24	14
Queuing Penalty (veh)	236	137
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Network Summary

Network wide Queuing Penalty: 2972

1: Rose Street/NC 42 & US 70 Business Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.5	0.6	2.6	0.0	0.4
Total Del/Veh (s)	39.5	45.3	74.9	86.7	57.8

2: NC 42 & E Front Street Performance by approach

Approach	EB	NB	SB	All
Denied Del/Veh (s)	0.6	0.0	22.4	14.1
Total Del/Veh (s)	40.3	15.1	330.9	215.6

3: Glen Laurel Road & NC 42 Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.0	0.0	1.4	1.0	0.3
Total Del/Veh (s)	20.7	29.9	52.1	57.1	31.4

4: Fox Ridge Road/Site Drive #1 & NC 42 Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.0	0.0	0.1	0.2	0.0
Total Del/Veh (s)	5.6	2.0	9.8	36.2	4.6

5: Eastbound U-Turn & NC42 Performance by approach

Approach	WB	NB	All
Denied Del/Veh (s)	0.0	0.0	0.0
Total Del/Veh (s)	1.2	22.9	1.7

6: NC42 & Castleberry Road Performance by approach

Approach	EB	WB	SB	All
Denied Del/Veh (s)	0.0	0.3	1.1	0.3
Total Del/Veh (s)	21.8	34.8	42.4	31.0

7: NC 42 & NC42 & Site Drive #2 Performance by approach

Approach	WB	SB	NE	All
Denied Del/Veh (s)	0.0	0.2	0.0	0.0
Total Del/Veh (s)	6.7	49.4	0.6	7.8

11: NC 42 & Eastbound U-Turn Performance by approach

Approach	EB	All
Denied Del/Veh (s)	0.0	0.0
Total Del/Veh (s)	0.6	0.6

13: NC 42 & NC42 Performance by approach

Approach	EB	SW	All
Denied Del/Veh (s)	0.0	0.0	0.0
Total Del/Veh (s)	0.8	0.7	0.7

Total Network Performance

Denied Del/Veh (s)	8.3
Total Del/Veh (s)	196.0

Queuing and Blocking Report

Build (2027) AM - with timing modifications

03/02/2023

Intersection: 1: Rose Street/NC 42 & US 70 Business

Movement	EB	EB	EB	EB	EB	WB	WB	WB	WB	NB	NB	NB
Directions Served	L	L	T	T	R	L	T	T	R	L	T	R
Maximum Queue (ft)	612	647	324	262	292	225	506	477	491	148	105	37
Average Queue (ft)	330	369	165	151	41	53	356	346	18	83	35	3
95th Queue (ft)	506	535	306	276	130	158	511	504	168	140	86	20
Link Distance (ft)		1809	1809	1809			2077	2077			1182	
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	625				200	125			400	150		100
Storage Blk Time (%)	0	0		4			44	4		2	1	
Queuing Penalty (veh)	0	1		4			13	8		1	1	

Intersection: 1: Rose Street/NC 42 & US 70 Business

Movement	SB	SB	SB
Directions Served	L	LT	R
Maximum Queue (ft)	236	1365	1348
Average Queue (ft)	140	1160	1302
95th Queue (ft)	218	1601	1407
Link Distance (ft)		1310	1310
Upstream Blk Time (%)		3	7
Queuing Penalty (veh)		25	71
Storage Bay Dist (ft)	350		
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 2: NC 42 & E Front Street

Movement	EB	EB	EB	NB	NB	NB	SB	SB	SB	SB
Directions Served	L	L	R	L	T	T	U	T	T	R
Maximum Queue (ft)	110	123	98	162	268	326	199	5107	5098	300
Average Queue (ft)	46	56	25	43	73	97	14	3204	3253	248
95th Queue (ft)	98	110	72	102	201	252	76	5681	5686	431
Link Distance (ft)		2200			1310	1310		5098	5098	
Upstream Blk Time (%)								0	0	
Queuing Penalty (veh)								1	3	
Storage Bay Dist (ft)	575		200	300			100			200
Storage Blk Time (%)								29	57	
Queuing Penalty (veh)								3	193	

Queuing and Blocking Report

Build (2027) AM - with timing modifications

03/02/2023

Intersection: 3: Glen Laurel Road & NC 42

Movement	EB	EB	EB	EB	WB	WB	WB	NB	NB	NB	SB	SB
Directions Served	L	T	T	R	L	T	TR	L	LT	R	LT	R
Maximum Queue (ft)	349	382	419	66	172	656	670	330	412	221	31	73
Average Queue (ft)	47	150	156	29	78	281	289	189	212	119	9	7
95th Queue (ft)	190	318	327	58	144	552	564	256	292	203	29	35
Link Distance (ft)		5098	5098			2689	2689		1875		2094	
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	250			500	825			400		475		150
Storage Blk Time (%)		2							0			
Queuing Penalty (veh)		1							2			

Intersection: 4: Fox Ridge Road/Site Drive #1 & NC 42

Movement	WB	NB	SB
Directions Served	UL	R	R
Maximum Queue (ft)	83	53	206
Average Queue (ft)	29	12	63
95th Queue (ft)	62	39	131
Link Distance (ft)		1215	1148
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)	475		
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 5: Eastbound U-Turn & NC42

Movement	NB
Directions Served	L
Maximum Queue (ft)	72
Average Queue (ft)	27
95th Queue (ft)	56
Link Distance (ft)	103
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Queuing and Blocking Report

Build (2027) AM - with timing modifications

03/02/2023

Intersection: 6: NC42 & Castleberry Road

Movement	EB	EB	EB	WB	WB	WB	WB	SB	SB
Directions Served	UL	T	T	U	T	T	R	LR	R
Maximum Queue (ft)	407	232	238	27	451	438	53	317	302
Average Queue (ft)	224	92	106	5	302	287	19	154	162
95th Queue (ft)	376	180	192	22	425	410	46	254	258
Link Distance (ft)		1126	1126		1774	1774			1525
Upstream Blk Time (%)									
Queuing Penalty (veh)									
Storage Bay Dist (ft)	550			450			500	325	
Storage Blk Time (%)					0			0	
Queuing Penalty (veh)					0			0	

Intersection: 7: NC 42 & NC42 & Site Drive #2

Movement	SB
Directions Served	>
Maximum Queue (ft)	262
Average Queue (ft)	148
95th Queue (ft)	243
Link Distance (ft)	1210
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 11: NC 42 & Eastbound U-Turn

Movement
Directions Served
Maximum Queue (ft)
Average Queue (ft)
95th Queue (ft)
Link Distance (ft)
Upstream Blk Time (%)
Queuing Penalty (veh)
Storage Bay Dist (ft)
Storage Blk Time (%)
Queuing Penalty (veh)

Intersection: 13: NC 42 & NC42

Movement
Directions Served
Maximum Queue (ft)
Average Queue (ft)
95th Queue (ft)
Link Distance (ft)
Upstream Blk Time (%)
Queuing Penalty (veh)
Storage Bay Dist (ft)
Storage Blk Time (%)
Queuing Penalty (veh)

Network Summary

Network wide Queuing Penalty: 327

1: Rose Street/NC 42 & US 70 Business Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	51.6	0.8	2.3	0.0	24.6
Total Del/Veh (s)	84.9	73.6	122.0	55.6	74.8

2: NC 42 & E Front Street Performance by approach

Approach	EB	NB	SB	All
Denied Del/Veh (s)	0.5	0.0	0.1	0.1
Total Del/Veh (s)	49.2	23.6	31.8	30.0

3: Glen Laurel Road & NC 42 Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.0	0.0	1.4	2.5	0.2
Total Del/Veh (s)	44.0	17.1	58.0	21.8	36.9

4: Fox Ridge Road/Site Drive #1 & NC 42 Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.0	0.0	0.1	0.1	0.0
Total Del/Veh (s)	10.7	1.5	24.5	12.2	6.7

5: Eastbound U-Turn & NC42 Performance by approach

Approach	WB	NB	All
Denied Del/Veh (s)	0.0	0.0	0.0
Total Del/Veh (s)	0.9	15.0	1.6

6: NC42 & Castleberry Road Performance by approach

Approach	EB	WB	SB	All
Denied Del/Veh (s)	0.0	0.5	0.9	0.3
Total Del/Veh (s)	50.7	108.1	84.3	74.6

7: NC 42 & NC42 & Site Drive #2 Performance by approach

Approach	WB	SB	NE	All
Denied Del/Veh (s)	0.0	0.1	0.0	0.0
Total Del/Veh (s)	6.2	14.3	2.5	4.6

11: NC 42 & Eastbound U-Turn Performance by approach

Approach	EB	All
Denied Del/Veh (s)	0.0	0.0
Total Del/Veh (s)	1.0	1.0

13: NC 42 & NC42 Performance by approach

Approach	EB	SW	All
Denied Del/Veh (s)	0.0	0.0	0.0
Total Del/Veh (s)	1.4	0.5	1.0

Total Network Performance

Denied Del/Veh (s)	19.7
Total Del/Veh (s)	136.0

Queuing and Blocking Report

Build (2027) PM - with timing modifications

03/02/2023

Intersection: 1: Rose Street/NC 42 & US 70 Business

Movement	EB	EB	EB	EB	EB	WB	WB	WB	WB	NB	NB	NB
Directions Served	L	L	T	T	R	L	T	T	R	L	T	R
Maximum Queue (ft)	725	1840	1862	1808	53	224	915	885	500	148	160	61
Average Queue (ft)	708	1416	934	492	12	24	519	533	282	88	78	7
95th Queue (ft)	781	2119	2310	1462	43	96	809	827	639	157	146	29
Link Distance (ft)		1809	1809	1809			2077	2077			1182	
Upstream Blk Time (%)		29	19	0								
Queuing Penalty (veh)		0	0	0								
Storage Bay Dist (ft)	625				200	125			400	150		100
Storage Blk Time (%)	23	31		7			58	25		1	9	
Queuing Penalty (veh)	172	224		6			8	82		0	7	

Intersection: 1: Rose Street/NC 42 & US 70 Business

Movement	SB	SB	SB
Directions Served	L	LT	R
Maximum Queue (ft)	311	1210	1291
Average Queue (ft)	201	277	129
95th Queue (ft)	287	654	743
Link Distance (ft)		1310	1310
Upstream Blk Time (%)			0
Queuing Penalty (veh)			0
Storage Bay Dist (ft)	350		
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 2: NC 42 & E Front Street

Movement	EB	EB	EB	NB	NB	NB	SB	SB	SB	SB
Directions Served	L	L	R	L	T	T	U	T	T	R
Maximum Queue (ft)	187	191	96	137	293	287	31	575	652	300
Average Queue (ft)	115	131	31	75	110	118	13	250	324	101
95th Queue (ft)	179	192	71	132	244	261	35	504	589	312
Link Distance (ft)		2200			1310	1310		5098	5098	
Upstream Blk Time (%)										
Queuing Penalty (veh)										
Storage Bay Dist (ft)	575		200	300			100			200
Storage Blk Time (%)		0			0			14	19	
Queuing Penalty (veh)		0			0			2	45	

Queuing and Blocking Report

Build (2027) PM - with timing modifications

03/02/2023

Intersection: 3: Glen Laurel Road & NC 42

Movement	EB	EB	EB	EB	WB	WB	WB	NB	NB	NB	SB	SB
Directions Served	L	T	T	R	L	T	TR	L	LT	R	LT	R
Maximum Queue (ft)	28	625	658	600	253	293	302	331	366	323	51	53
Average Queue (ft)	5	362	368	143	136	104	96	176	196	112	10	25
95th Queue (ft)	23	634	643	378	231	211	204	266	285	220	33	55
Link Distance (ft)		5098	5098			2689	2689		1875		2094	
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	250			500	825			400		475		150
Storage Blk Time (%)		19	3									
Queuing Penalty (veh)		1	17									

Intersection: 4: Fox Ridge Road/Site Drive #1 & NC 42

Movement	WB	NB	SB
Directions Served	UL	R	R
Maximum Queue (ft)	64	32	108
Average Queue (ft)	22	8	26
95th Queue (ft)	49	30	62
Link Distance (ft)		1215	1792
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)	475		
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 5: Eastbound U-Turn & NC42

Movement	NB
Directions Served	L
Maximum Queue (ft)	116
Average Queue (ft)	41
95th Queue (ft)	82
Link Distance (ft)	103
Upstream Blk Time (%)	0
Queuing Penalty (veh)	0
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Queuing and Blocking Report

Build (2027) PM - with timing modifications

03/02/2023

Intersection: 6: NC42 & Castleberry Road

Movement	EB	EB	EB	WB	WB	WB	WB	SB	SB
Directions Served	UL	T	T	U	T	T	R	L	R
Maximum Queue (ft)	650	1146	1111	549	886	873	600	425	709
Average Queue (ft)	534	499	349	2	541	533	234	94	342
95th Queue (ft)	786	1122	896	13	947	947	686	320	631
Link Distance (ft)		1132	1132		1774	1774			1525
Upstream Blk Time (%)		2							
Queuing Penalty (veh)		19							
Storage Bay Dist (ft)	550			450			500	325	
Storage Blk Time (%)	36				35	32			27
Queuing Penalty (veh)	217				1	37			21

Intersection: 7: NC 42 & NC42 & Site Drive #2

Movement	SB	NE	NE
Directions Served	>	R	R
Maximum Queue (ft)	118	308	149
Average Queue (ft)	54	11	0
95th Queue (ft)	97	105	0
Link Distance (ft)	1449	562	562
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 11: NC 42 & Eastbound U-Turn

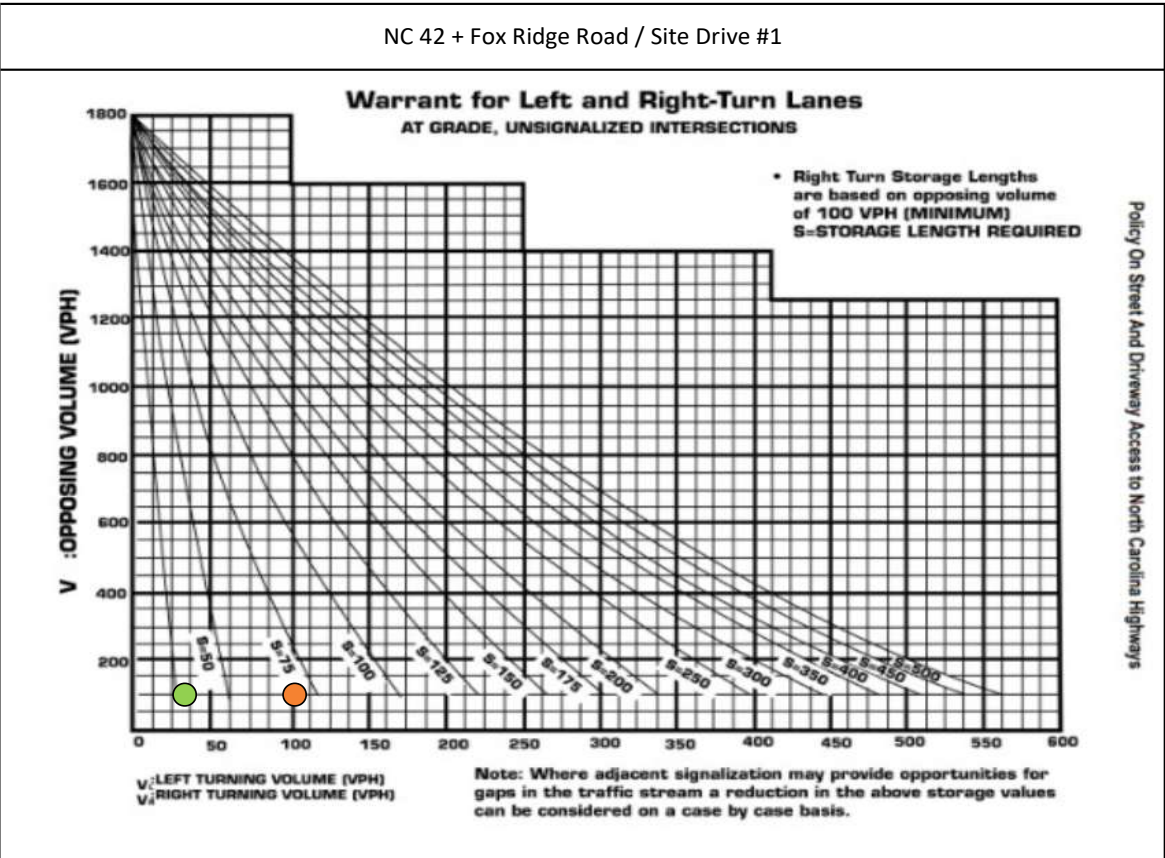
Movement
Directions Served
Maximum Queue (ft)
Average Queue (ft)
95th Queue (ft)
Link Distance (ft)
Upstream Blk Time (%)
Queuing Penalty (veh)
Storage Bay Dist (ft)
Storage Blk Time (%)
Queuing Penalty (veh)

Intersection: 13: NC 42 & NC42

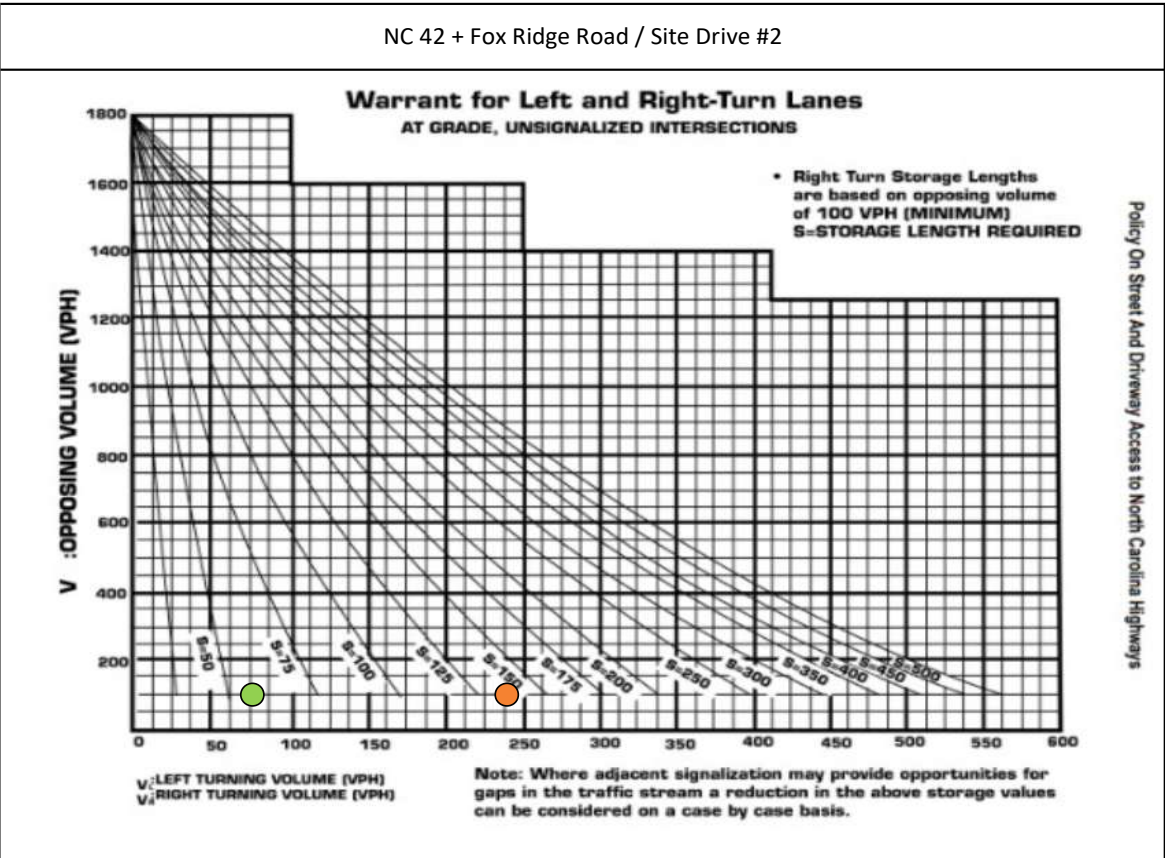
Movement
Directions Served
Maximum Queue (ft)
Average Queue (ft)
95th Queue (ft)
Link Distance (ft)
Upstream Blk Time (%)
Queuing Penalty (veh)
Storage Bay Dist (ft)
Storage Blk Time (%)
Queuing Penalty (veh)

Network Summary

Network wide Queuing Penalty: 862



Peak Hour	Lane	Turn Lane	Turning Volume	Approach / Opposing Volume	Symbol	Length Warranted
Weekday AM	WBR	Right	32	100		Yes - 50'
Weekday PM	WBR	Right	102	100		Yes - 50'



Peak Hour	Lane	Turn Lane	Turning Volume	Approach / Opposing Volume	Symbol	Length Warranted
Weekday AM	WBR	Right	75	100		Yes - 50'
Weekday PM	WBR	Right	237	100		Yes - 125'
						
						
						
						
						
						

April 6, 2023

Jonathan Jacobs
Town of Clayton
111 E. Second Street
Clayton, NC 27520

RE: River Mews – Clayton, North Carolina – Trip Generation Comparison

Dear Mr. Jacobs,

TRIP GENERATION COMPARISON

This letter presents a comparison of the trip generation potential for the updated density of the River Mews development, to be located north of NC 42 and south / west of the Neuse River in Clayton, North Carolina. The purpose of this letter is to demonstrate the difference in trip generation of the new density versus the density analyzed in the recently completed Traffic Impact Analysis (TIA) Addendum. Per the March 10th, 2023, TIA Addendum, the proposed density analyzed was 233 single-family homes, 352 townhomes, and 240 low-rise apartment units. This letter reviews the trip generation impacts of the addition of a 350-seat wedding / event venue.

SIMILAR SITE DATA

Based on the Institute for Transportation Engineers (ITE) *Trip Generation Manual*, 11th Edition, and the suggested method of trip calculations provided in NCDOT's *Rate vs. Equation spreadsheet*, trips for the previously approved density and proposed updated density for the development were calculated for weekday daily, weekday AM peak hour, and weekday PM peak hour periods. Refer to Table 1 for the trip generation for the previously approved density, which was analyzed in the March 2023 TIA Addendum, and for the updated density of the development as well as a comparison of the two trip generation potentials.

It should be noted that the ITE Trip Generation Manual does not specifically address event venues or provide trip generation estimates for that specific land use. Based on a review of land use codes and descriptions, it was determined that a church is the most-similar land use due to services taking place primarily on weekends with some usage during the daytime hours during the week with specific schedules for each service. As a result, this land use code was utilized to determine the trip generation potential of the event venue as the most comparable land use.

TABLE 1: TRIP GENERATION

DENSITY FROM MARCH 2023 TIA ADDENDUM									
Land Use (ITE Code)	Density	Calculation Methodology	Daily Trips	AM Peak Hour			PM Peak Hour		
				Enter	Exit	Total	Enter	Exit	Total
Single Family Detached (210)	233 units	Adjacent / Equation	2,197	40	121	161	139	81	220
Single Family Attached (215)	352 units	Adjacent / Equation	2,632	44	133	177	122	85	207
Multi-Family [low-rise] (220)	240 units	Adjacent / Equation	1,614	23	74	97	78	46	124
Total			6,443	107	328	435	339	212	551
PROPOSED UPDATED DENSITY									
Land Use (ITE Code)	Density	Calculation Methodology	Daily Trips	AM Peak Hour			PM Peak Hour		
				Enter	Exit	Total	Enter	Exit	Total
Single Family Detached (210)	233 units	Adjacent / Equation	2,197	40	121	161	139	81	220
Single Family Attached (215)	352 units	Adjacent / Equation	2,632	44	133	177	122	85	207
Multi-Family [low-rise] (220)	240 units	Adjacent / Equation	1,614	23	74	97	78	46	124
Event Venue* (560)	350 Seats	Generator / Rate	315	15	24	39	34	22	56
Total			6,758	122	352	474	373	234	607
COMPARISON OF TRIPS									
Difference in Trips			+315	+15	+24	+39	+34	+22	+56
Percentage Increase			+4.9%	+9.0%			+10.2%		

*Church land use code was utilized based on similar traffic patterns.

The proposed updated density for the River Mews development is expected to generate 39 additional trips (15 entering and 24 exiting) during the weekday AM peak hour and 56 additional trips (34 entering and 22 exiting) during the weekday PM peak hour than the density which was analyzed in the March 2023 TIA Addendum. It should be noted that the peak hour of the wedding/event venue is not expected to coincide with the peak hour for the residential land uses due to the nature of the land use and typical hours of operation.

Based on a review of the previously analyzed and updated densities in comparison to the trip generation found in the ITE manual, an updated TIA is not recommended, and the findings of the March 2023 TIA Addendum are still expected to represent operations with the proposed development.

SUMMARY

This letter presents a comparison of the trip generation potential for the updated density of the River Mews development, to be located north of NC 42 and south / west of the Neuse River in Clayton, North Carolina. The purpose of this letter is to demonstrate the difference in trip generation of the development with the addition of a 350-seat event venue. Based on a review of the trip generation potential of the development with the addition of the event venue, an updated TIA is not recommended, and the findings of the March 2023 TIA Addendum are still expected to represent operations with the proposed development.

If you should have any questions or comments relative to this study, please feel free to contact me at 919.287.0741.

Sincerely,

MCADAMS



Nate Bouquin, PE, PTOE





STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

DELIVERY VIA EMAIL

April 10, 2023

Jonathan K. Jacobs, PE
Assistant Town Engineer - Town of Clayton
111 E. Second Street
Clayton, NC 27528

COUNTY: Johnston

SUBJECT: **TIA Review of Proposed River Mews**

Dear Mr. Jacobs,

Highway Division Four (Division) has reviewed the Traffic Impact Analysis (TIA) for the subject development. Please accept this letter as concurrence with the TIA and the attached TIA Review Report performed by the Congestion Management Section of the Transportation Mobility and Safety Division of NCDOT. Any comments below are in addition to the requirements that are included in the actual TIA or Traffic Impact Analysis Review. All requirements or recommendations included herein are based off current Department and Division policies. This review should not be mistaken for approval of the driveway permit, design/construction plans, final plat, site plans, or access locations. A driveway permit must be obtained prior to construction and NCDOT will approve site plan and access locations during this review. All design aspects of any submitted plans shall comply with current NCDOT Standard Specifications for Roads and Structures and Policy on Street and Driveway Access to North Carolina Highways.

GENERAL COMMENTS

- Any roadway improvements and right-of-way dedication necessary to accommodate the road construction shall be the responsibility of the owner/developers. All required ROW shall be dedicated as public ROW in the final plat. Installation of right turn lanes will typically require at least 15' of dedication.
- Lane Closures for required improvement construction will only be permitted under restricted hours due to heavy traffic volumes in the vicinity of the proposed development. These restrictions will be determined during the driveway permitting application and approval.
- These conditions are based on current traffic volumes and projected growth for the study area. If the proposed build out year for this development, as stated in the TIA, varies more than one year an addendum or revised TIA may be required.

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS | DIV. 4 DIST. 3
2671 US 70 WEST
GOLDSBORO, NC 27530

Telephone: (919) 739-5300
Fax: (919) 731-2017
Customer Service: 1-877-368-4968
Website: www.ncdot.gov

Location:
2671 US 70 WEST
GOLDSBORO, NC 26730

- Improvements being identified by a TIA for an adjacent development does not dismiss or release this development from installation and/or participation of these improvements. It is recommended that the Developers coordinate this installation with other committed developments. The Department will not participate in determining the value of each individual contribution to this roadway improvement.
- Any additional improvements that are constructed after the completion of this TIA must be maintained while constructing the improvements required by this letter.

Additional Requirements

- All driveways for this site on NCDOT ROW must be spaced 600' on secondary and 1,000' on primary routes. This is measured along the ROW line between the tangent projection of the inside edges of adjacent driveways apart measuring the distance between the radiuses of both driveways.
- The analysis includes background improvements by others. If these improvements are not in place at the time of construction, the site should provide these improvements or analysis demonstrating mitigation is not necessary.
- All left and right turns installed on NCDOT ROW at will required a minimum of 100' of storage if located at a site driveway. If any left turn lane taper overlaps with any existing or proposed middle turn lane or taper, the entire section will need to be widened to three lanes.

Feel free to contact me if you have any additional questions or concerns.

Sincerely,



Sam Lawhorn, PE
District Engineer

cc: Keith Eason, PE - Division Engineer
Paul Marak, PE - Division Traffic Engineer
Charles Sorrell - Congestion Management Engineer
Nate Bouquin, PE – McAdams
Driveway Permit File



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

April 6, 2023

River Mews

Traffic Impact Analysis Review Report Congestion Management Section

TIA Project: SC-2022-277R1
Division: 4
County: Johnston



Clarence B. Bunting, IV, P.E. Regional Engineer
Charles Sorrell, Project Design Engineer

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
TRANSPORTATION MOBILITY & SAFETY DIVISION
1561 MAIL SERVICE CENTER
RALEIGH, NC 27699-1561

Telephone: (919) 814-5000
Fax: (919) 771-2745
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Location:
750 N. GREENFIELD PARKWAY
GARNER, NC 27529

River Mews TIA

SC-2023-277R1

Clayton

Johnston County

Per your request, the Congestion Management Section (CMS) of the Transportation Mobility and Safety Division has completed a review of the subject site. The comments and recommendations contained in this review are based on data for background conditions presented in the Traffic Impact Analysis (TIA) and are subject to the approval of the local District Engineer's Office and appropriate local authorities.

Date Initially Received by CMS	3/13/23	Date of Site Plan	12/14/22
Date of Complete Information	3/13/23	Date of Sealed TIA	3/13/23

Proposed Development

The TIA assumes the development is to be completed by 2027 and consist of the following:

Land Use	Land Use Code	Size
Single Family Detached	210	233 units
Single Family Attached	215	352 units
Multi-Family (Low-rise)	220	240 units

Trip Generation - Unadjusted Volumes During a Typical Weekday

	IN	OUT	TOTAL
AM Peak Hour	107	328	435
PM Peak Hour	339	212	551
Daily Trips			6,443

General Reference

For reference to various documents applicable to this review please reference the following link: <https://connect.ncdot.gov/resources/safety/Pages/Congestion-Management.aspx>

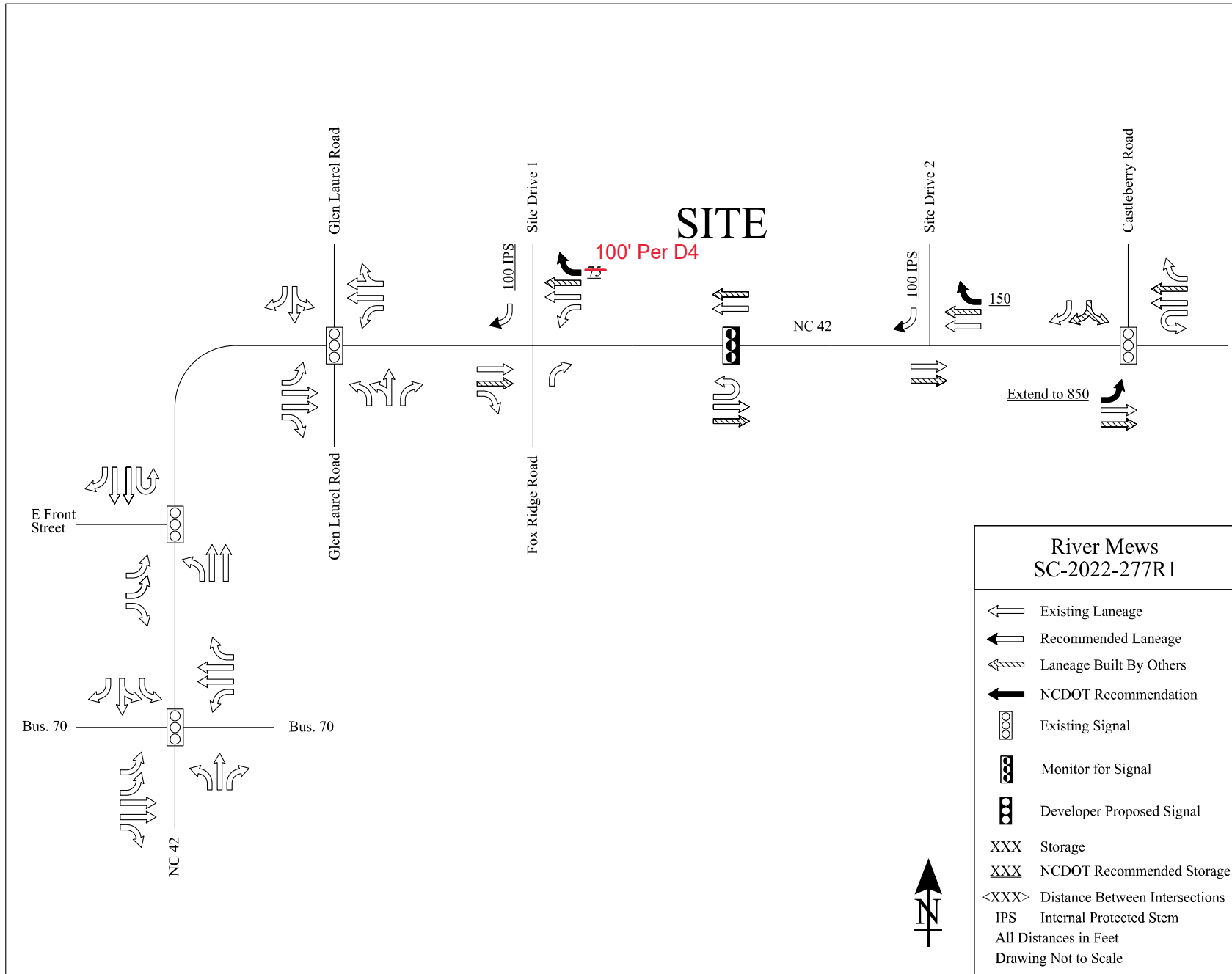
Once the driveway permit has been approved and issued, a copy of the final driveway permit requirements should be forwarded to this office. If we can provide further assistance, please contact the Congestion Management Section.

Signalization

We defer to the District Engineer, the Division Traffic Engineer, and the Regional Traffic Engineer for final decisions regarding signalization.

Improvements By Others

The analysis includes background improvements by others. If these improvements are not in place at the time of construction, the site should provide these improvements or analysis demonstrating mitigation is not necessary.





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

May 1, 2023

Golden Hour Collective, LLC
Attn: Joey Brehm
7803 Glenroy Road
Suite 200
Minneapolis, MN 55439
Joeybrehm.mn@gmail.com

Re: 2022-154-CZM River Mews Conditional Zoning District and Master Plan

To Whom It May Concern,

Following the Planning Board meeting on April 24, 2023, 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 a Public Hearing in front of the Council on May 15, 2023. 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,

Ben Howell, AICP, CZO
Planning Director

Recommend Conditions of Approval (2022-154-CZM, River Mews Conditional Zoning District and Master Plan):

1. Following Town Council approval, an electronic copy of the Master Plan and Narrative including the Conditions of Approval shall be submitted to the Planning Department for final approval.
2. The Development shall meet all adopted Town of Clayton Unified Development Code (UDC) requirements, Town of Clayton Engineering and Stormwater design standards, and the North Carolina Fire Code and NFPA Fire standards, except where specifically modified by the approved master plan.
3. The Development shall be constructed in substantial conformance with the Master Plan and Master Plan Narrative as approved by the Clayton Town Council.
4. The following uses are permitted by-right within the general areas identified on the associated Master Plan:
 - Apartments
 - Townhouse
 - Single-Family House
 - Assembly (Non-Residential POD)
 - Park
 - Stable, Private (Non-Residential POD)
 - Bed and Breakfast (Non-Residential POD)
 - Hotel/Motel (Non-Residential POD)
 - Parking Lot
 - Utility, Minor
 - Accessory Dwelling Unit
 - Food Truck
5. The following Supplementary Use Standards shall apply the applicable permitted uses:
 - Any Event Venue (falling under the “Assembly” use category) shall be permitted for the overnight stay of guests as an accessory use.
 - For any Bed and Breakfast use, parking in a street yard shall be permitted with a Class C Buffer between the parking area and the Right-of-Way.
 - For any Hotel/Motel use, where public Right-of-Way(s) (ROW) separates parking from a residential lot, the ROW may count as the required 50-foot separation between a hotel/motel use and any property line adjoining a residential district or use.

6. The development shall be limited to the following number of units/seats/rooms for the following uses:

- Maximum of 825 Residential Units:
 - Maximum of 246 Single-Family Detached Homes
 - Maximum of 339 Single-Family Detached Homes (Townhomes)
 - Maximum of 240 Apartment Units
- Assembly Use:
 - Maximum 350 seats
 - Maximum of twelve (12) rooms for overnight guests (as an Accessory Use)
- Bed and Breakfast and/or Hotel/Motel Use:
 - Maximum of fifteen (15) rooms for overnight guests

The Planning Director may administratively approve up to 10% modification to the mix of residential units through an Administrative Amendment. Any change in the mix of residential units above 10%, or any increase in the number of seats in the Assembly use or any increase in the number of rooms for overnight guests shall require approval by Town Council, following the Conditional Zoning process.

7. Single-Family Dwelling Lot Dimensional Standards (If not listed below, Dimensional Standards in Unified Development Code apply):

- Minimum Lot Width: 42 Feet
- Minimum Lot Size: 5,000 Square Feet
- Minimum Front Setback: 15 Feet
- Minimum Setback from Right-of-Way to Face of Garage for Front-Loaded Lots: 25 Feet
- Minimum Driveway Length for Front-Loaded Lots: 25 Feet
- Minimum Driveway Length for Rear-Loaded Lots: 20 Feet

8. Townhouse Lot Dimensional Standards (If not listed below, Dimensional Standards in Unified Development Code apply):

- Minimum Lot Size: 2,000 Square Feet
- Front Setbacks
 - Front-Loaded Lots: 25 Feet
 - Rear-Loaded Lots: 10 Feet
- Front-Loaded Townhomes shall be exempt from the requirement that garages do not exceed 50% of Front Façade width.
- Front-Loaded Townhomes shall include a mixture of 1- and 2-car garages.

9. Multifamily buildings shall have a maximum building height of 48 feet (4 stories).

10. The developer reserves the right to include additional private trails not shown on the Master Plan to serve as extensions of the general trail network shown.
11. Construction of a pool and clubhouse to serve all or a portion of the development will begin prior to the issuance of the 375th Building Permit.
12. In addition to the pool and clubhouse amenities, hard-surface sports court(s) shall also be constructed in the development. The hard-surface sports court(s) may be constructed in a HOA-owned amenity area and reserved for use by the residents of the development, or may be constructed on the land to be dedicated to the Town as public parkland and open to use by all Clayton residents. If pickleball courts are selected, a minimum of three (3) pickleball courts shall be constructed. If a larger facility is chosen to meet this requirement (such as a tennis or basketball court) only one (1) such court shall be required.
13. The developer shall receive special approval from the Fire Code Official, in accordance with the North Carolina Fire Prevention Code Appendix D, for any cul-de-sac that exceeds 750 Linear Feet. All other cul-de-sacs in the development shall have a 96-foot diameter cul-de-sac or 120-foot hammerhead turnaround meeting the requirements in Appendix D of the North Carolina Fire Prevention Code.
14. The development shall include a public greenway/trail, located generally along the Neuse River frontage of the development, providing a future connection to the property to the west, currently owned by Caterpillar. Where possible, the development shall include private connections from the development to the public greenway/trail.
15. A Development Agreement shall be executed between the Town and the Developer prior to approval of the Preliminary Plat. The Development Agreement shall remain in force until the development is completed or all requirements in the Development Agreement have been met. The Development Agreement shall cover, at a minimum, the dedication of the public parkland, provision of public greenway/trail in the development, timing of transportation improvements, temporary access to the proposed Assembly use, and the provision of public utilities (water and sewer) to the development as a whole and to the proposed Assembly use. The Development Agreement may cover additional requirements of concern to the developer and the Town.
16. Prior to approval of the Construction Drawings, the developer shall validate the adequate capacity in the downstream wastewater infrastructure, pump stations and forcemain, to accommodate the proposed flow for the project. If adequate downstream capacity is not available, the applicant will complete any pump station or forcemain improvements in coordination with Town staff to accommodate the proposed flow.
17. The following Architectural Standards shall be required to be met for the Single-Family Home and Townhouse uses:
 - The overall development will feature a range of housing types and lot sizes that meet the needs of various income levels, family sizes, and ages, including varied 1 and 2 story single family detached home units with garages, two to three story townhomes units, and 3 to 4 story multifamily unit buildings.
 - All residential building exteriors to include a mix of lap siding, shake, and/or board and batten to create visual differentiation.
 - All residential building front exteriors to be fiber cement, brick, and/or stone material. Side and rear exteriors may be vinyl or fiber cement with colors to match or compliment the front

exterior. Vinyl may be used for trim, fascia, and/or soffits as accent materials on the front facade.

- All residential buildings to have a front porch or stoop with a driveway or walkway to parking and roadway areas.
 - No two adjacent residential units (side-by-side or directly across the street) shall have identical front facade colors. Color schemes of townhome buildings will be different from one building to the next.
 - All sloped roofs to use architectural style shingles and minimum 6" overhangs.
 - All detached single-family homes to be 1 and two story with pitched roofs.
 - To create a more attractive, pedestrian friendly streetscape, all dwellings along the site's primary E-W circulator road (connecting the main amenity to the western property boundary) shall be rear-loaded or have driveway access on a side-street.
 - Side or rear patios will be provided on 50 percent of single-family homes.
 - The development shall include a mixture of both front-loaded and rear-loaded townhome units.
 - All single family detached homes shall have a front facade comprised of a minimum of 25% masonry product (brick/stone/veneer/etc.). Any masonry elements applied to front porch posts shall count towards this minimum.
 - All single family detached homes shall have a 2-car garage.
18. All existing and proposed non-residential and multi-family residential development, for which site plan approval is required, shall meet the provisions contained below (from UDO Section 155.405). Townhomes that are developed to single-family residential building code standards shall be exempt from the requirements of this section.
- Any requirements within an overlay district shall supersede architectural standards noted within this section.
 - Building Materials – Any building visible from a right-of-way or adjacent property shall be architecturally consistent on all sides of the building. Metal is prohibited as the primary exterior building material or cladding, however Decorative metal or metal facade elements may be permitted as an accent feature but may not exceed more than 10% of any facade.
19. A private, two-way gravel drive shall be permitted as an additional means of access for the proposed event venue. The gravel drive may be routed through the floodplain located on the site if all necessary permits and approvals are issued by regulatory agencies.
20. The following transportation improvements, in accordance with the recommendation in the TIA and approval by NCDOT, shall be constructed prior to the approval of the final plat for the first phase of the development:

NC 42 and Fox ridge Road / Site Drive # 1

- Construct an exclusive westbound right-turn lane on NC 42 with a minimum of 100 feet of full width storage and appropriate deceleration and taper.
- Construct Site Drive #1 with one (1) ingress lane and one (1) egress lane.

- Provide stop control on the southbound approach of the proposed site drive.

NC 42 and Site Drive #2

- Construct an exclusive westbound right-turn lane on NC 42 with a minimum of 150 feet of full width storage and appropriate deceleration and taper.
- Construct Site Drive #2 with one (1) ingress lane and one (1) egress lane.
- Provide stop control on the southbound approach of the proposed site drive.

NC 42 U-Turn Between Site Drive #1 and Site Drive #2

- Monitor for a traffic signal in the future, if warranted and approved by NCDOT.

NC 42 at Castleberry Road

- The existing eastbound left-turn lane shall be extended per NCDOT review and approval (+/- 850 feet of storage).

21. Up to 10% of the proposed townhome units may front on open space (with alley access). Units fronting on open space must be provided adequate fire and emergency access, as determined by the Fire Code Official.
22. The 15-foot wide Class C Perimeter Buffer shall not be required to provide opaque screening along those portions of the project boundary bordered by the Neuse River. The existing vegetation in this area shall be preserved in order to provide the opaque screening in these areas.
23. The following standards shall apply to the parking for the Event Center/Assembly Use:
 - The Event Venue/Assembly use and permitted outdoor recreational areas may utilize grass parking as referenced in Section 155.401 of the Town's code.
 - Grass parking shall be maintained in a smooth, well-graded condition. If parking demand is such that the grass is damaged or destroyed to the extent that it ceases to grow and is not repaired or replaced, then paving shall be required.
 - Grass parking may only be utilized for the Event Venue/Assembly use on average less than 5 days per week during a month (i.e., less than 20 days in a month).
 - On-street parking within ¼ mile of the Event Venue Parcel (measured along the sidewalk/pedestrian path) may be credited towards the event venue's off-street parking requirement.
24. Prior to submittal of a preliminary plat for review of River Mews, Golden Hour collective will meet with a representative of Caterpillar to discuss and coordinate buffering and treatment of the owners' shared property boundary.
25. As permitted by Section 155.400, proposed street stub-outs to property owned by Caterpillar Inc. may be terminated short of the property boundary with suitable turn-around measures installed, where deemed appropriate by the Town of Clayton.
26. In order to adhere to the code requirement for a minimum of 3 access points, an emergency access drive shall be provided on NC 42 between Site Drive #1 and Site Drive #2.
27. To the extent of any conflict between the Master Plan, Master Plan Narrative and these conditions, these conditions shall control.

APPLICANT AFFIDAVIT

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

Joey Brehm

Print Name



Joey Brehm (May 1, 2023 18:56 CDT)

Signature of Applicant

May 1, 2023

Date

Recommended Conditions Document_River Mews Conditional Zoning District_PB Revised_5-1-23

Final Audit Report

2023-05-01

Created:	2023-05-01
By:	Benjamin Howell (bhowell@townofclaytonnc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAALyrXjMOmRYH9YLM3Qi7NxIMTMvzuk2

"Recommended Conditions Document_River Mews Conditional Zoning District_PB Revised_5-1-23" History

 Document created by Benjamin Howell (bhowell@townofclaytonnc.org)
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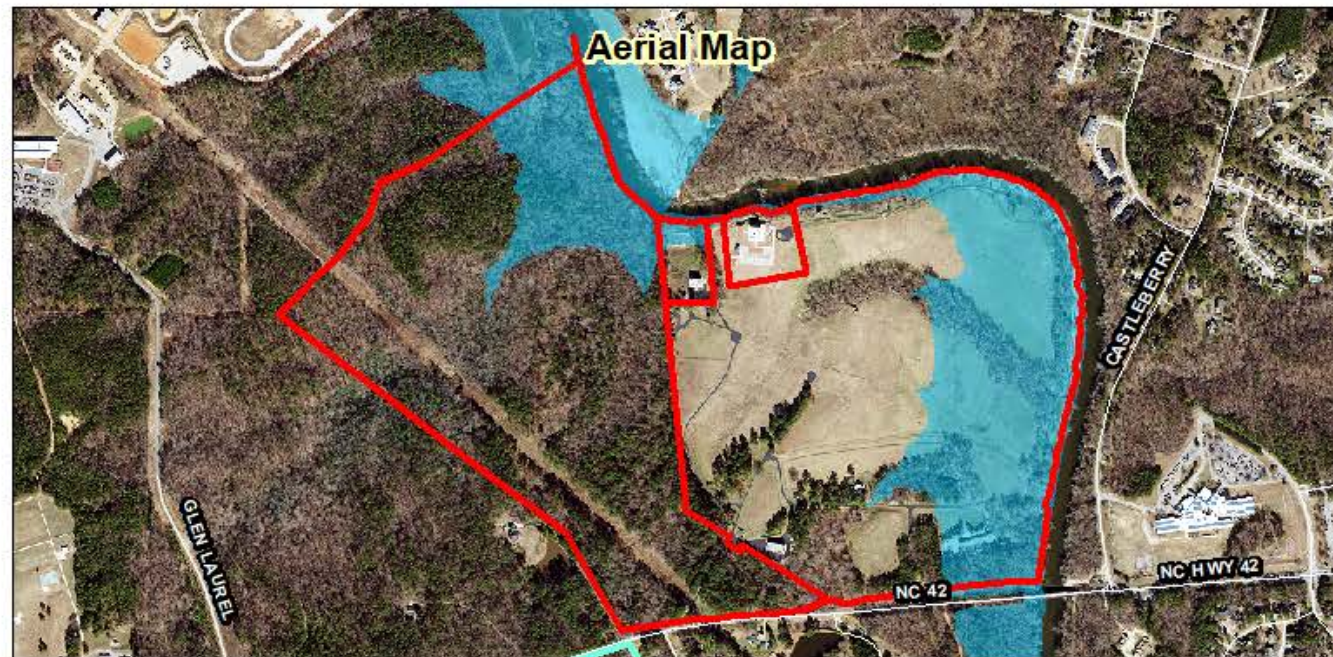
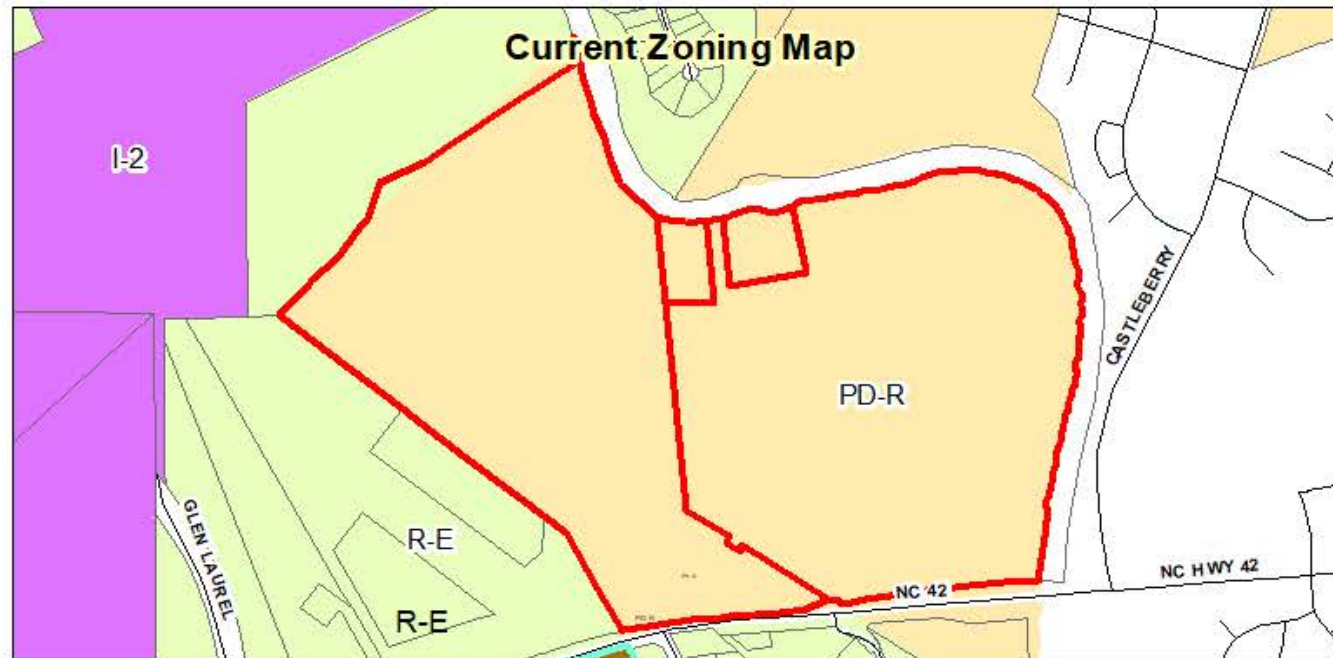
 Signer joeybrehm.mn@gmail.com entered name at signing as Joey Brehm
2023-05-01 - 11:56:10 PM GMT

 Document e-signed by Joey Brehm (joeybrehm.mn@gmail.com)
Signature Date: 2023-05-01 - 11:56:12 PM GMT - Time Source: server

 Agreement completed.
2023-05-01 - 11:56:12 PM GMT



Adobe Acrobat Sign



Request: Rezoning from PD-R to CZ-R
Project Name: River Mews
Project Number: 2022-154-CZM

Applicant: Golden Hour Collective, LLC
 Property Owner: Gregory A. Moore
 Tag #: 05I04199Q & 05J05001D



Staff Report Map
 Prepared by: TOC Planning Department
 April 11, 2023

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

Document Path: O:\PLANNING\CONDITIONAL ZONING w_MA STER\2022\2022-154-CZM River Mews\Staff Report Map\Staff Report Maps - 2022-154-CZM River Mews.mxd

TOWN OF CLAYTON
ZONING ORDINANCE AND ZONING MAP AMENDMENT
CONSISTENCY AND REASONABLENESS STATEMENT

[2022-154-CZM River Mews Conditional Zoning District & Master Plan]
(Parcel TAG #s: 05I04199Q, 05J05001E, 05J05001F, 05J05001D)

The Town Council of the Town of Clayton hereby states:

Section 1: The above referenced zoning map amendment IS APPROVED.

Section 2: The above referenced zoning map amendment IS REASONABLE and in the public interest because of the site's location on NC 42, a recently widened 4-lane thoroughfare, its location near the existing mixed use development at Glen Laurel Road, and the low density of the proposed development.

Section 3: The above referenced zoning map amendment IS CONSISTENT with:

The Comprehensive Growth Plan 2045, specifically:

- Goal LU 1: Preserve Clayton's character while allowing for growth and development in appropriate areas.
 - o Policy LU 1.2: Encourage developments which incorporate high-quality design and enhance the quality of life for existing and future residents of the Town.
- Goal LU 3: Encourage a range of housing types and lot sizes that will meet the needs of various income levels, family sizes, and ages.
 - o Policy LU 3.1: Encourage a range of housing types based on the availability of infrastructure, proximity to services and amenities, and compatibility with existing development as described in the Future Land Use Map.
 - Strategy LU 3.1.4: Encourage a range of housing types and styles through the Conditional Zoning process.

The requested zoning map amendment is consistent with the above referenced goals, policies and strategies from the Comprehensive Growth Plan 2045. The proposed action seeks to amend the zoning map for the above-referenced parcels to change the zoning district from Planned Development-Residential (PD-R) to Conditional Zoning-Residential (CZ-R).

Section 4: Based upon information presented at the public hearings and by the applicant, and based upon the recommendations and detailed information developed by staff and the Planning Board contained in the staff report, and considering the criteria applicable sections of the Unified Development Code of the Town of Clayton, specifically

that the zoning map amendment is consistent with Chapter 155 of the Town of Clayton's Code of Ordinances and the Comprehensive Growth Plan 2045.

Ordinance #2023-05-03

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

WHEREAS a petition has been filed with the Town Council of the Town of Clayton requesting an amendment to the Zoning Ordinance and Zoning Map of the Town of Clayton to include in the Conditional Zoning – Residential (CZ-R) zone the property described below, said property formerly being zoned Planned Development – Residential (PD-R); and

WHEREAS said property is owned by Gregory A. Moore, Manager of River Mews Estate, LLC and Falcon Hamlet, LLC; and

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

WHEREAS the requested Zoning Map Amendment was advertised in accordance with all requirements of the law; and

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

WHEREAS the said public hearing was actually conducted at 6:00 p.m. on May 15, 2023, wherein a reasonable opportunity was given to all those in attendance to speak either in favor or against the said change or to make relevant comments; and

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

Ordinance 2023-05-03

Page 1 of 7

SECTION 1. That the Unified Development Code of the Town of Clayton is hereby amended to include in the Conditional Zoning – Residential (CZ-R) zone the following described property:

General Description:

Land located on the north side of NC 42 East, on the west side of the Neuse River, across from Woodberry Drive and Fox Ridge Road.

Specific Description:

NC Parcel TAG Numbers: 05I04199Q, 05J05001E, 05J05001F, 05J05001D

SECTION 2. That the official Town of Clayton Zoning Map is hereby amended to include in the Conditional Zoning – Residential (CZ-R) zone the above-described property and will be so marked.

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

SECTION 4. The applicant is requesting these recommended conditions of approval (2022-154-CZM, River Mews Conditional Zoning District and Master Plan):

1. Following Town Council approval, an electronic copy of the Master Plan and Narrative including the Conditions of Approval shall be submitted to the Planning Department for final approval.
2. The Development shall meet all adopted Town of Clayton Unified Development Code (UDC) requirements, Town of Clayton Engineering and Stormwater design standards, and the North Carolina Fire Code and NFPA Fire standards, except where specifically modified by the approved master plan.
3. The Development shall be constructed in substantial conformance with the Master Plan and Master Plan Narrative as approved by the Clayton Town Council.
4. The following uses are permitted by-right within the general areas identified on the associated Master Plan:
 - Apartments
 - Townhouse
 - Single-Family House
 - Assembly (Non-Residential POD)
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 - Stable, Private (Non-Residential POD)
 - Bed and Breakfast (Non-Residential POD)
 - Hotel/Motel (Non-Residential POD)
 - Parking Lot
 - Utility, Minor

- Accessory Dwelling Unit
 - Food Truck
5. The following Supplementary Use Standards shall apply the applicable permitted uses:
- Any Event Venue (falling under the “Assembly” use category) shall be permitted for the overnight stay of guests as an accessory use.
 - For any Bed and Breakfast use, parking in a street yard shall be permitted with a Class C Buffer between the parking area and the Right-of-Way.
 - For any Hotel/Motel use, where public Right-of-Way(s) (ROW) separates parking from a residential lot, the ROW may count as the required 50-foot separation between a hotel/motel use and any property line adjoining a residential district or use.
6. The development shall be limited to the following number of units/seats/rooms for the following uses:
- Maximum of 825 Residential Units:
 - Maximum of 246 Single-Family Detached Homes
 - Maximum of 339 Single-Family Detached Homes (Townhomes)
 - Maximum of 240 Apartment Units
 - Assembly Use:
 - Maximum 350 seats
 - Maximum of twelve (12) rooms for overnight guests (as an Accessory Use)
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The Planning Director may administratively approve up to 10% modification to the mix of residential units through an Administrative Amendment. Any change in the mix of residential units above 10%, or any increase in the number of seats in the Assembly use or any increase in the number of rooms for overnight guests shall require approval by Town Council, following the Conditional Zoning process.

7. Single-Family Dwelling Lot Dimensional Standards (If not listed below, Dimensional Standards in Unified Development Code apply):
- Minimum Lot Width: 42 Feet
 - Minimum Lot Size: 5,000 Square Feet
 - Minimum Front Setback: 15 Feet
 - Minimum Setback from Right-of-Way to Face of Garage for Front-Loaded Lots: 25 Feet
 - Minimum Driveway Length for Front-Loaded Lots: 25 Feet
 - Minimum Driveway Length for Rear-Loaded Lots: 20 Feet
8. Townhouse Lot Dimensional Standards (If not listed below, Dimensional Standards in Unified Development Code apply):
- Minimum Lot Size: 2,000 Square Feet

- Front Setbacks
 - Front-Loaded Lots: 25 Feet
 - Rear-Loaded Lots: 10 Feet
 - Front-Loaded Townhomes shall be exempt from the requirement that garages do not exceed 50% of Front Façade width.
 - Front-Loaded Townhomes shall include a mixture of 1- and 2-car garages.
9. Multifamily buildings shall have a maximum building height of 48 feet (4 stories).
 10. The developer reserves the right to include additional private trails not shown on the Master Plan to serve as extensions of the general trail network shown.
 11. Construction of a pool and clubhouse to serve all or a portion of the development will begin prior to the issuance of the 375th Building Permit.
 12. In addition to the pool and clubhouse amenities, hard-surface sports court(s) shall also be constructed in the development. The hard-surface sports court(s) may be constructed in a HOA-owned amenity area and reserved for use by the residents of the development, or may be constructed on the land to be dedicated to the Town as public parkland and open to use by all Clayton residents. If pickleball courts are selected, a minimum of three (3) pickleball courts shall be constructed. If a larger facility is chosen to meet this requirement (such as a tennis or basketball court) only one (1) such court shall be required.
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 14. The development shall include a public greenway/trail, located generally along the Neuse River frontage of the development, providing a future connection to the property to the west, currently owned by Caterpillar. Where possible, the development shall include private connections from the development to the public greenway/trail.
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 - No two adjacent residential units (side-by-side or directly across the street) shall have identical front facade colors. Color schemes of townhome buildings will be different from one building to the next.
 - All sloped roofs to use architectural style shingles and minimum 6" overhangs.
 - All detached single-family homes to be 1 and two story with pitched roofs.
 - To create a more attractive, pedestrian friendly streetscape, all dwellings along the site's primary E-W circulator road (connecting the main amenity to the western property boundary) shall be rear-loaded or have driveway access on a side-street.
 - Side or rear patios will be provided on 50 percent of single-family homes.
 - The development shall include a mixture of both front-loaded and rear-loaded townhome units.
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20. The following transportation improvements, in accordance with the recommendation in the TIA and approval by NCDOT, shall be constructed prior to the approval of the final plat for the first phase of the development:
- NC 42 and Fox ridge Road / Site Drive # 1**
- Construct an exclusive westbound right-turn lane on NC 42 with a minimum of 100 feet of full width storage and appropriate deceleration and taper.
 - Construct Site Drive #1 with one (1) ingress lane and one (1) egress lane.

- Provide stop control on the southbound approach of the proposed site drive.

NC 42 and Site Drive #2

- Construct an exclusive westbound right-turn lane on NC 42 with a minimum of 150 feet of full width storage and appropriate deceleration and taper.
- Construct Site Drive #2 with one (1) ingress lane and one (1) egress lane.
- Provide stop control on the southbound approach of the proposed site drive.

NC 42 U-Turn Between Site Drive #1 and Site Drive #2

- Monitor for a traffic signal in the future, if warranted and approved by NCDOT.

NC 42 at Castleberry Road

- The existing eastbound left-turn lane shall be extended per NCDOT review and approval (+/- 850 feet of storage).
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 - Grass parking shall be maintained in a smooth, well-graded condition. If parking demand is such that the grass is damaged or destroyed to the extent that it ceases to grow and is not repaired or replaced, then paving shall be required.
 - Grass parking may only be utilized for the Event Venue/Assembly use on average less than 5 days per week during a month (i.e., less than 20 days in a month).
 - On-street parking within ¼ mile of the Event Venue Parcel (measured along the sidewalk/pedestrian path) may be credited towards the event venue's off-street parking requirement.
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 26. In order to adhere to the code requirement for a minimum of 3 access points, an emergency access drive shall be provided on NC 42 between Site Drive #1 and Site Drive #2.
 27. To the extent of any conflict between the Master Plan, Master Plan Narrative and these conditions, these conditions shall control.

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

Duly adopted this 15th day of May 2023, while in regular session.

Jody L. McLeod
Mayor

ATTEST:

APPROVED AS TO FORM:

Heidi L. Holland, CMC and NCCMC
Town Clerk

Jim Cauley
Town Attorney

**APPROVAL OF A RESOLUTION GRANTING WASTEWATER TREATMENT CAPACITY
2022-154-CZM: RIVER MEWS**

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

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

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

WHEREAS, the Town of Clayton is constructing a new wastewater treatment facility (Sam's Branch Water Reclamation Facility) permitted to treat up to 6 million gallons daily and expected to be completed in 2025; and

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

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

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

1. The Town of Clayton has, according to the most recent accounting, sufficient excess, and unallocated treatment capacity to approve additional allocation subject to the completion the Sam's Branch Wastewater Reclamation Facility.
2. Such available capacity may be made available to users in accordance with regulatory and legal parameters established to ensure satisfactory treatment plant operation.
3. A total allocation for wastewater treatment capacity is granted in the amount of 216,060 gallons per day (GPD) to River Mews (2022-154-CZM).
4. The allocation for wastewater treatment capacity **will not be immediately available**. The Town of Clayton will not consider the public utility system for River Mews for acceptance and maintenance, or any portion thereof, until October 7, 2024.
5. The Town Council will only consider acceptance of the public utility system at the recommendation of the Engineering Director, or their designee, following a satisfactory inspection, certification by the applicable regulatory agencies, and approval of as-built drawings.

6. No public utility system shall be put into service prior to acceptance by the Town Council and any applicable regulatory requirements.
7. Allocation for wastewater treatment capacity will be allotted accordingly unless otherwise modified by the Engineering Director due to treatment capacity availability and regulatory requirements at time of request for public utility acceptance. In the event treatment capacity is unavailable at time of request for public utility acceptance, the Engineering Director will make a good faith effort to execute the project as soon as capacity is available.
8. Said allocation is approved subject to and conditioned upon review and approval of all required regulatory processes.
9. Said allocation is non-transferable, non-assignable, and made for the projects as described and for the noted location unless explicitly approved by the Town of Clayton.
10. Said allocation may be revoked or reclaimed in accordance with the policies of the Town of Clayton as adopted or amended now or in the future. No property right is conferred with the granting of an allocation except as otherwise explicitly allowed by policy, ordinance, or action of the Town of Clayton.
11. Said allocation is subject to payment of applicable fees in accordance with adopted ordinances, policies, and fee schedules of the Town of Clayton.
12. Said allocation is subject to expiration if the project has not progressed in construction plan approval, building permit approval, or on-site construction within 12 months of award of the allocation. Upon request of the applicant and at the discretion of the Engineering Director, an allocation may be extended for one twelve (12) month period.

Duly adopted this 15th day of May 2023, while in regular session.

Jody L. McLeod
Mayor

ATTEST:

Sam Johnson-Phillips
Deputy Town Clerk

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT (the “**Agreement**”) is dated as of _____, 2023 (the “**Effective Date**”), by and among Biome Clayton I, LLC, a North Carolina limited liability company (“**Developer**”), and the TOWN OF CLAYTON, NORTH CAROLINA, a municipal corporation of the State of North Carolina (the “**Town**”). Each of Developer and the Town is sometimes referred to herein individually as a “**Party**” and together as the “**Parties**.”

RECITALS

A. The Town is the fee simple owner of certain real property comprising approximately 67.10 acres of unimproved land further described as NC PIN 166814-42-8880, Johnston County Tax ID 05H04046H, located at the intersection of Ranch Road and Little Creek Church Road in Clayton, North Carolina, as described on Exhibit A attached hereto (the “**Development Parcel**”).

B. The Town has selected the Developer as the exclusive developer of biomanufacturing space at the Development Parcel, and the Developer has agreed to acquire and develop the Development Parcel in multiple phases, and to make certain infrastructure improvements on and around the Development Parcel, and the Town has agreed to provide certain economic incentives and benefits in connection with the development of the Development Parcel, all as more particularly described herein (collectively, the “**Development Project**”).

C. The initial phase of the Development Project is the acquisition and development of the portion of the Development Parcel identified as “Site 1” on the preliminary site layout attached hereto as Exhibit B (the “**Preliminary Site Layout**”). Following Developer’s acquisition of Site 1, Developer will have the option to acquire and develop “Site 2” and “Site 3”, each as shown on the Preliminary Site Layout, in two (2) additional phases, on the same terms and conditions described herein.

D. It is the mutual understanding of the Parties that contemporaneously with the execution of this Agreement, Johnston County, North Carolina (“Johnston County”) will include the Development Parcel in its Speculative Building Assistance Program and Developer will enter into an Economic Development Incentive Agreement dated ____, 2023 and Qualified Building lease (the “Short-Term Lease”) with Johnston County (collectively, the “Johnston County Agreements”).

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as set forth below. The foregoing Recitals are hereby incorporated into and made a substantive part of this Agreement. Attached to this Agreement as Schedule 1 are certain definitions, including many of the capitalized terms used in this Agreement, and rules of construction, the terms of which form part of this Agreement.

PART 1: PRE-DEVELOPMENT REQUIREMENTS

1. Subdivision of the Property.

1.1 Subdivision. The Development Parcel will be subdivided (the “**Subdivision**”), substantially in accordance with the Preliminary Site Layout, into three (3) legal lots (each a “**Site**”), to be designated on the Final Subdivision Plat and referred to herein as “**Site 1**”, “**Site 2**” and “**Site 3**”.

1.2 Subdivision Process. The Parties have approved the Preliminary Site Layout. Developer shall be responsible, at Developer's sole cost and expense, for pursuing and obtaining all required governmental approvals for the Subdivision of the Development Parcel substantially in accordance with the Preliminary Site Layout. Any material changes to the Preliminary Site Layout shall require the approval of the Parties, which approval shall not be unreasonably withheld, conditioned or delayed. The Parties shall reasonably cooperate with Developer's efforts to pursue and obtain all required governmental approvals for the Subdivision of the Development Parcel, including making any required changes to the subdivision application, and preparing and approving any exhibits or additional plans required in connection with the subdivision application. The Town, as owner of the Development Parcel, shall sign and submit the final subdivision application that has been approved by all Parties. The final approved subdivision plat for the Subdivision of the Development Parcel is referred to herein as the "**Final Subdivision Plat**."

1.3 Subdivided Parcels. Upon completion of the Subdivision (as evidenced by recordation of the Final Subdivision Plat), "Site 1" shall mean and refer to Site 1 as shown on the Final Subdivision Plat; "Site 2" shall mean and refer to Site 2 as shown on the Final Subdivision Plat; and "Site 3" shall mean and refer to Site 3 as shown on the Final Subdivision Plat.

1.4 Alternative Division Process. Upon mutual agreement between Parties, the Town may pursue alternative methods to divide the property into the three sites as described above, such as an Exempt Plat. The Developer would then only need to submit an easement and utility plat prior to building permit submittal.

2. Economic Development Incentive Grant. The Town agrees to provide to Developer an Economic Development Incentive Grant as described in this Section (the "**Town EDIG**"). The Town EDIG will apply separately to each Site and will be calculated separately for each Site.

2.1 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 each Site upon completion of the development contemplated by this Agreement on the Site, less (b) the Town's portion of the pre-construction Ad Valorem Taxes attributable to the Site (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.

2.2 Term of Grant. The term of the Town EDIG shall be for a period of seven (7) years from the date of completion of a Qualified Building on each Site as it pertains to that particular Site as more particularly described below:

2.2.1 The term for the Site 1 grant shall run for seven (7) years from the date of the completion of a Qualified Building on Site 1.

2.2.2 The term for the Site 2 grant shall run for seven (7) years from the date of the completion of a Qualified Building on Site 2.

2.2.3 The term for the Site 3 grant shall run for seven (7) years from the date of the completion of a Qualified Building on Site 3.

2.3 Valuation of Site. The post-construction tax value of a Site shall be determined on January 1 following the issuance of a Certificate of Occupancy for a Qualified Building on the Site.

2.4 Developer Obligations.

2.4.1 Developer shall comply with all terms and conditions of this Agreement including all development requirements for the Development Parcel and the Pump Station as further defined herein.

2.4.2 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.

2.4.3 Developer shall submit evidence of the completion of a Qualified Building on each Site prior to any disbursement of Grant Funds.

2.4.4 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.

2.4.5 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.

2.4.6 Developer shall remain in full compliance with the Johnston County Agreements, will not be in default of the Johnston County Agreements and will provide a certificate of non-default with the Johnston County Agreements prior to any disbursement of the Grant Funds under the Town EDIG.

2.5 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.

2.5.1 Developer shall submit to Town in writing evidence of payment of the Ad Valorem Taxes, a request for disbursement of Grant Funds and evidence of non-default with the Johnston County Agreements. Developer shall submit back-up/supporting documentation for all Grant Funds requested, in form and content satisfactory to Grantor and as Grantor may request, for Grantor to review and approve prior to disbursement.

2.5.2 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.

2.6 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.

2.7 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.

PART 2: PURCHASE AND SALE OF THE PROPERTY

3. **Purchase and Sale.** Developer hereby agrees to purchase from the Town, and the Town agrees to sell to Developer, fee simple title to "Site 1", as shown on the Preliminary Site Layout (the "**Property**"), on the terms and conditions set forth herein and subject to the deed covenants in Exhibit C attached hereto and incorporated here in ("Deed Covenants"). Upon completion of the Subdivision, the legal description of the Property will be automatically replaced with the legal description of Site 1 as shown on the Final Subdivision Plat for all purposes under this Agreement. The "Property" includes all buildings and other structures and improvements located on Site 1, if any, and all Other Rights and Interests (as defined on Schedule 1) appurtenant thereto. For purposes of this Agreement, the terms and provisions of this Agreement related to the purchase and sale of the Property, and the rights and obligations of the Parties related to the purchase and sale of the Property, are referred to herein as the "**Purchase Agreement**."

4. **Purchase Price.** The Purchase Price ("**Purchase Price**") for the Property shall be THIRTY-ONE THOUSAND FIVE HUNDRED DOLLARS (\$31,500) PER ACRE, to be calculated based on the acreage shown on the Final Subdivision Plat, subject to the adjustments, prorations and credits hereinafter provided, paid as follows:

4.1 **Deposit.** The "**Deposit**" shall comprise the Initial Deposit and the Additional Deposit, and any portion thereof that is held by the Escrow Agent from time to time.

4.1.1 Within three (3) Business Days following the Effective Date, Developer shall deliver TEN THOUSAND DOLLARS (\$10,000) (the "**Initial Deposit**") to the Escrow Agent to be held as an earnest money deposit under this Agreement.

4.1.2 Within three (3) Business Days following delivery of a Closing Election Notice pursuant to Section 5.3 below, Developer shall deliver an additional TEN THOUSAND DOLLARS (\$10,000) (the "**Additional Deposit**") to the Escrow Agent to be held as an additional earnest money deposit under this Agreement.

The Deposit, and any portion thereof, shall be held in escrow pursuant to a separate escrow agreement, and disbursed in accordance with the terms hereof. All interest earned on the Deposit shall be deemed to be part of the Deposit and shall accrue to the benefit of Developer and shall be either applied to the Purchase Price or refunded to Developer, unless the Deposit becomes payable to the Town pursuant to Section 111, in which event the interest earned on the Deposit shall accrue to the benefit of the Town.

4.2 **Payment at Closing.** At the consummation of the purchase and sale transaction as contemplated by Section 3 above (the "**Closing**"), Developer shall pay the Purchase Price, by wire transfer in immediately available funds, less the applicable Deposit and subject to adjustments and apportionments as set forth herein.

5. **Developer's Due Diligence; Termination Right.**

5.1 **Delivery of Documents.** Within five (5) Business Days after the Effective Date of this Agreement, the Town shall deliver to Developer complete copies of all documents and materials in the Town's possession and control regarding the ownership, use, condition, legal status, maintenance and operation of the Property (collectively, "**Due Diligence Materials**"), including without limitation (a) a preliminary title report for the Property, (b) the Town's most recent environmental site assessment for the Property and (b) the items listed on Schedule 5.1 attached hereto, to the extent they are in the Town's possession or control and are applicable to the Property. If any such materials come into the possession or control of Town after the initial delivery of the Due Diligence Materials, the Town shall promptly deliver such materials to Developer. Upon delivery of the Due Diligence Materials, the Town shall provide a written certification that it has complied with the requirements of this Section 5.1 (the "**Due Diligence Certificate**").

5.2 **Pre-Closing Access.** At any time while this Agreement is in effect, Developer, its agents, contractors, and representatives may enter upon the Development Parcel to perform inspections and tests of the Development Parcel, including surveys and environmental studies. Before entering upon the Development Parcel, Developer shall require that any contractor or agent entering the Property on behalf of Developer carries commercial general liability insurance coverage in an amount not less than \$1,000,000 for damage or injury to persons or property caused by the activities of such entrant on the Development Parcel, which insurance coverage shall include the Town as an additional insured. Unless otherwise agreed upon, Developer shall repair any damage to the Development Parcel caused by any such tests or investigations, and indemnify, defend and hold the Town harmless from any and all liabilities, claims, costs and expenses resulting therefrom as well as from any and all costs, expenses, losses, claims or liabilities incurred by the Town as the result of the entry upon the Property by Developer or Developer's agents, contractors, or representatives pursuant to this Section. Notwithstanding anything to the contrary in this Agreement, such obligation to indemnify and hold the Town harmless shall survive Closing or any termination of this Agreement. Notwithstanding anything to the contrary contained herein, Developer will have no liability or responsibility or indemnity obligations for environmental damage or liability caused by Developer's discovery of an existing condition at the Development Parcel.

5.3 **Due Diligence Period; Termination Right.** The term "**Due Diligence Period**," as used herein, shall mean the period beginning on the later to occur of (a) the Effective Date or (b) the date of the Due Diligence Certificate, and ending at 11:59 p.m. Eastern Time on the date that is ninety (90) days after such date. Unless Developer, by written notice to the Town delivered prior to the expiration of the Due Diligence Period, affirmatively elects to waive the Due Diligence Period and to proceed to the Closing on the Property (the "**Closing Election Notice**"), then the Purchase Agreement shall be terminated as of the expiration of the Due Diligence Period (except those provisions that expressly survive termination), whereupon the Deposit shall be promptly returned to Developer by Escrow Agent. If Developer delivers a Closing Election Notice, the contingency provided for in this Section 5.3 no longer shall be applicable, and the Purchase Agreement shall continue in full force and effect.

5.4 **Extension of Due Diligence Period.** Notwithstanding the foregoing, if the Subdivision Condition and the Rezoning Condition (each as defined below) have not been satisfied by the scheduled expiration of the Due Diligence Period, then the Due Diligence Period shall be automatically extended until the date that is three (3) Business Days after the satisfaction of the Subdivision Condition and the Rezoning Condition, whichever is later.

In addition, the Due Diligence Period shall be automatically extended on a day-for-day basis for any period in which a force majeure event or the actions or inactions of the Town or their respective agents, contractors or employees delay, interfere with or prevent Developer from undertaking its due diligence

investigations, provided that Developer provides written notice of any such delay at least five (5) days prior to the expiration of the Due Diligence Period, which notice shall specify the number of days of delay.

6. **Title and Survey.**

6.1 **Developer's Title Review.** Developer may obtain, at its sole cost and expense, (a) a title insurance commitment for the Property (the "**Title Commitment**") to be issued to Developer by a title insurance company selected by Developer in its sole discretion (the "**Title Company**") and (b) an ALTA/NSPS Land Title Survey of the Property (the "**Survey**"). Developer shall, promptly upon receipt, provide copies of the Title Commitment and Survey to the Town. Developer shall have until the date that is forty-five (45) days after the Effective Date to approve or disapprove matters disclosed in the Title Commitment or Survey and to give written notice ("**Developer's Title Notice**") to the Town of any disapproval thereof, such disapproval to be in Developer's sole discretion, indicating in reasonable detail the nature and reasons for Developer's objection. Failure to give timely notice of disapproval in a Developer's Title Notice shall constitute Developer's approval of all such matters disclosed in the Title Commitment and the Survey.

6.2 **Town's Cure.** If Developer delivers a Developer's Title Notice, the Town may elect (but shall have no obligation) to attempt to cure any disapproved matter. Within ten (10) Business Days after receiving Developer's Title Notice (the "**Town's Title Response Period**"), the Town shall notify Developer if the Town intends to attempt to effectuate such cure. Any such cure must be reasonably satisfactory to Developer and the Title Company, and completion of the cure shall be a condition to Developer's obligation to proceed to the Closing on the Property. If prior to the expiration of the Town's Title Response Period, Town fails to give such notice of its intention to attempt to effectuate such cure, or declines to cure any such matter, or if such proposed cure is not reasonably satisfactory to Developer and the Title Company, then within ten (10) Business Days after the expiration of the Town's Title Response Period, Developer may terminate the Purchase Agreement by notice to the Town, in which case the Deposit shall be promptly returned to Developer by Escrow Agent. If the Town declines to cure any matter or fails to respond to Developer's Title Notice, and Developer does not terminate this Agreement within ten (10) Business Days after the expiration of the Town's Title Response Period, then Developer shall be deemed to have waived objection to any such Title Commitment or Survey matter and agreed to accept title subject thereto, without reduction in the Purchase Price.

6.3 **Permitted Exceptions.** Any matters appearing in the Title Commitment or the Survey for the Property that are not timely objected to by Developer in a Developer's Title Notice pursuant this Section 6, or for which objection is subsequently waived (or deemed waived) by Developer, shall be "**Permitted Exceptions**". Notwithstanding anything to the contrary in this Section 6, the Town shall be obligated to remove, before or at Closing, all Liens on the Property, including without limitation, deeds of trust, mortgages, financing statements, mechanics' liens, tax liens, judgments or other monetary obligations encumbering the Property (other than the lien for ad valorem property taxes not yet delinquent), and Developer shall have no obligation hereunder to object to such items in order to obligate the Town to remove such items.

6.4 **Additional Title Defects.** Regardless of whether Developer shall have delivered a Developer's Title Notice under the foregoing provisions of this Agreement, Developer may at or before Closing further notify the Town in writing of any defects in title arising between the effective date of the Title Commitment and the Closing Date (an "**Additional Developer's Title Notice**"). For any title or survey matters set forth in an Additional Developer's Title Notice, the Town shall have the same obligations and Developer shall have the same rights as those that apply to matters raised in a Developer's Title Notice, as described in Section 6.2 above. The Town shall not, so long as this Agreement remains in

effect, alter or encumber in any way the Town's title to the Property. Developer, however, shall have the right at any time to waive any objections to the status of title and thereby to preserve this Agreement in effect.

7. **Conditions Precedent to Closing.**

7.1 **Conditions Precedent to Developer's Obligations.** Notwithstanding anything to the contrary contained herein, Developer's obligations to proceed to the Closing on the Property is expressly conditioned on the satisfaction at or before the time of Closing hereunder, or at or before such earlier time as may be expressly stated below, of each of the following conditions (any one or more of which may be waived in writing in whole or in part by Developer, at Developer's option):

7.1.1 **Developer's Investment Committee.** Developer's Investment Committee shall have approved the acquisition of the Property by during the Due Diligence Period, provided that Developer's delivery of a Closing Election Notice shall indicate such approval.

7.1.2 **Final Subdivision.** The Final Subdivision Plat shall have been approved by the Parties and all required governmental authorities, and all applicable appeal periods with regard to such approval shall have expired, and the Final Subdivision Plat shall have been recorded with the Johnston County Register of Deeds (the "**Subdivision Condition**").

7.1.3 **Zoning Change.** The Development Parcel shall have been rezoned from the current R-E zoning to I-1 Light Industrial or similar zoning if zoning titles change (the "**Rezoning**"), and the Rezoning shall have been approved by all required governmental authorities, and all applicable appeal periods with regard to such approval shall have expired (the "**Rezoning Condition**").

7.1.4 **Site Plan Approval.** Developer shall have received final approval of Developer's site plan for the development of the Property, and all applicable appeal periods with regard to such approval shall have expired (the "**Site Plan Approval Condition**").

7.1.5 **Cure of Title Matters.** Any title or survey defects that that the Town shall have elected to cure pursuant to Section 6.2 above shall be cured prior to or at the Closing.

7.1.6 **Accuracy of Representations.** All of the representations and warranties of the Town contained in this Agreement shall have been true and correct in all material respects when made, and shall be true and correct in all material respects on the date of Closing with the same effect as if made on and as of such date.

7.1.7 **Performance.** The Town shall have performed, observed and complied with all material covenants, agreements and conditions required by this Agreement to be performed, observed and complied with on its part prior to or as of Closing hereunder.

7.1.8 **Condition of the Property.** The condition of the Property must be substantially the same as the condition of the Property at the Effective Date (subject to the provisions of Section 12).

7.1.9 **Title.** Title to the Property shall be in the condition required under Section 6 herein, and not subject to any encumbrances other than the Permitted Exceptions.

7.2 **Failure of Conditions.** If all of the foregoing conditions precedent to Developer's obligations set forth in Section 7.1 are not satisfied by the Closing Date, then Developer, in its sole

discretion, shall have the option, exercisable by written notice to Town at or prior to Closing Date, of (a) waiving any unsatisfied condition precedent, with no deduction from or adjustment of the Purchase Price, or (b) declining to proceed to Closing. In the latter event, except as expressly set forth herein, the Deposit shall be promptly returned to Developer and all obligations, liabilities and rights of the Parties under the Purchase Agreement shall terminate, except those that expressly survive termination.

8. **Operation of Property and Pre-Closing Activities.**

8.1 **Operations.** During the term of this Agreement, the Town shall hold, operate and maintain the Development Parcel in the ordinary course of business and in a manner generally consistent with the manner in which Town has held the Development Parcel prior to the date hereof, and Town shall not create, cause or allow any Liens or encumbrances on the Development Parcel.

8.2 **Leases.** During the term of this Agreement, Town shall not enter into any Leases for all or any portion of the Development Parcel.

8.3 **Sales Discussions.** During the term of this Agreement, Town will not market the Property or the Development Parcel or any portion thereof, with or without a broker, for sale or lease to any purchaser other than the Developer, nor solicit any offers or enter into any discussions to sell or lease or sublease the Property or the Development Parcel or any portion thereof, nor accept any offers to sell or lease the Property or the Development Parcel or any portion thereof.

8.4 **Alterations.** During the term of this Agreement, except for repairs in the ordinary course of business, and the Town Infrastructure Improvements described herein, the Town will not make any material alterations to the Property or the Development Parcel without the prior written consent of Developer.

8.5 **Cooperation.** During the term of this Agreement, the Town will cooperate with Developer to obtain all required permits and approvals for Developer's acquisition and development of the Property.

9. **Closing.**

9.1 **Closing Date.** The closing of the purchase and sale of the Property (the "**Closing**") shall occur on the date that is thirty (30) days after the later to occur of (a) Developer's delivery of the Closing Election Notice, or (b) satisfaction of the Site Plan Approval Condition for the Property, or such earlier date as the Town and Developer may mutually agree (the "**Closing Date**"); provided, however, that under no circumstances shall Closing Date occur more than twenty-four (24) months after the Effective Date (the "**Outside Closing Date**"). The occurrence of the Closing shall be subject to the satisfaction or waiver of all of Developer's conditions precedent to Closing as set forth in Section 7.1. Unless the Town and Developer elect otherwise, the Closing shall be an escrow closing, with the Town and Developer depositing all closing funds and documents in escrow with the Title Company for disbursement and distribution once all the Town and Developer agree that the conditions to Closing have been satisfied.

9.2 **Town's Closing Deliveries.** The Town shall deliver or cause to be delivered to Developer, on or before the Closing Date, the following instruments and documents with respect to the Property, duly executed and acknowledged by the Town to the extent required, the delivery of each of which shall be a condition to Closing:

- (a) A Special Warranty Deed (“**Deed**”), substantially in the form attached hereto as Exhibit D, conveying fee simple title in the Property subject only to the Permitted Encumbrances and Deed Covenants and Restrictions;
- (b) Customary title affidavits and indemnities as may be reasonably required by the Title Company to delete the standard exceptions from the Title Commitment (other than those related to the Survey) and to allow the Title Company to issue a title insurance policy with an effective date as of the Closing Date;
- (c) A closing settlement statement (“**Settlement Statement**”);
- (d) Any and all other documents, certificates or affidavits as Developer or Title Company may reasonably require to consummate the transactions contemplated by this Agreement.

9.3 Developer’s Closing Deliveries. Developer shall deliver or cause to be delivered to Town, on or before the Closing Date, duly executed and acknowledged by Developer to the extent required, the following instruments and documents, the delivery of each of which shall be a condition to Closing:

- (a) The balance of the Purchase Price, less the Deposit, and subject to apportionments, credits and adjustments as provided in this Agreement;
- (b) Such affidavits and other assurances, including proof of Developer’s organization, good standing, and authorization to enter into this transaction as may be required by the Title Company; and
- (c) The Settlement Statement; and
- (d) Any and all other documents, certificates or affidavits as the Town or Title Company may reasonably require to consummate the transactions contemplated by this Agreement.
- (e) Certificate of Non-Default. Developer shall remain in full compliance with the Johnston County Agreements, will not be in default of the Johnston County Agreements and will provide a certificate of non-default with the Johnston County Agreements prior to any conveyance of Property from the Town to the Developer.

10. **Adjustments, Allocations and Prorations.**

10.1 Transaction Expenses.

10.1.1 Each Party will pay all its own expenses incurred in connection with this Agreement and the transactions contemplated hereby, including, without limitation, (a) all costs and expenses stated herein to be borne by a Party, (b) all costs related to inspections, physical examinations, and other due diligence matters, and (c) all of their respective accounting, legal and appraisal fees.

10.1.2 Developer, in addition to its other expenses, shall pay at Closing, (a) the cost of the Survey, (b) title insurance premiums and costs, (c) the fees, costs and expenses of the Escrow Agent, if any, and (d) any deed excise tax payable on the recording of the Deed and the transfer of the Property.

10.1.3 The Town, in addition to its other expenses, shall pay at Closing (a) all recording fees incident to the recording of the Deed for the Property; (b) all recording fees and taxes incident to the recording of any instruments to discharge or remove encumbrances required to be removed by the terms hereof; and (c) any transfer taxes payable on the recording of the Deed and the transfer of the Property.

10.2 Apportionments. All items of income and expense with respect to the Property shall be prorated on a per diem basis as of the Closing Date, including all real estate taxes, charges and assessments affecting the Property. Utilities, including water, sewer, electric and gas, shall be prorated based upon the last reading of meters prior to the Closing. The Town shall endeavor to obtain meter readings on the day before the Closing Date, and if such readings are obtained, there shall be no proration of such items. Town shall pay at Closing the bills therefor for the period ending on the day preceding the Closing Date, and Developer shall pay the bills therefor for the period subsequent thereto.

11. Acquisition Default and Remedies.

11.1 Developer's Default. If Developer fails to perform its obligations under this Agreement with respect to the acquisition of the Property, or breaches any of its covenants, conditions or agreements under this Agreement with respect to the acquisition of the Property (a "**Developer Acquisition Default**"), then as the Town's sole and exclusive remedy for such default, the Town shall be entitled to terminate the Purchase Agreement by written notice to Developer and retain the Deposit, plus all interest earned thereon, as liquidated damages (and not as a penalty) in lieu of, and as full compensation for, all other rights or claims of Town against Developer by reason of such Developer Acquisition Default. Thereupon the Purchase Agreement shall terminate and the parties shall be relieved of all further obligations and liabilities under the Purchase Agreement, except as expressly set forth herein. Developer and Town acknowledge and agree that actual damages in the event of a Developer Acquisition Default would be difficult or impossible to determine, and that the Deposit represents a reasonable estimate of such damages. Notwithstanding the foregoing, in addition to the foregoing remedies, if Developer (i) intentionally or willfully breaches the terms of this Agreement related to the sale of the Property in a manner that interferes with Town's exercise of its remedies under the Purchase Agreement (ii) commits fraud or makes an intentional material misrepresentation with respect to the Property or the sale of the Property as contemplated by this Agreement, (iii) intentionally or willfully refuses to Close when all conditions to Closing have been satisfied, then Town shall have all rights and remedies available at law or equity, including the right to seek monetary damages but not to exceed the transaction costs actually incurred in entering into and pursuing this Agreement.

11.2 Town's Default. If the Town fails to perform its obligations under this Agreement with respect to the sale of the Property in accordance with the terms of this Agreement, or breaches any of its covenants, conditions or agreements under this Agreement with respect to the sale of the Property (a "**Town Acquisition Default**"), Developer shall have the right, as Developer's sole remedy, to (a) obtain specific performance of its right to acquire the Property pursuant to the Purchase Agreement, or (b) terminate the Purchase Agreement by written notice to the Town, in which event the Deposit shall be promptly returned to Developer, and thereafter no Party shall have any further rights, liabilities or obligations hereunder except as otherwise expressly provided herein. Notwithstanding the foregoing, in addition to the foregoing remedies, if Town (i) intentionally or willfully breaches the terms of this Agreement related to the sale of the Property in a manner that interferes with Developer's exercise

of its remedies under the Purchase Agreement (including any actions that make the remedy of specific performance unavailable to Developer), (ii) commits fraud or makes an intentional material misrepresentation with respect to the Property or the sale of the Property as contemplated by this Agreement, (iii) intentionally or willfully refuses to deliver the Deed when all conditions to Closing have been satisfied, then Developer shall have all rights and remedies available at law or equity, including the right to seek monetary damages but not to exceed the transaction costs actually incurred in entering into and pursuing this Agreement.

12. **Damage or Destruction; Condemnation; Insurance.**

12.1 **Major Casualty Event.** If at any time prior to the date of Closing (a) there is damage or destruction to the Property by fire or other casualty that would cost in excess of Five Hundred Thousand Dollars (\$500,000) to repair, or (b) all or any material portion of the Property is condemned or taken by eminent domain proceedings by any public authority (each of the foregoing a “**Major Casualty Event**”), then, at Developer’s option, the Purchase Agreement shall terminate upon written notice from Developer to the Town delivered within the earlier of thirty (30) days after such Major Casualty Event or prior to the Closing, and the Deposit shall be returned to Developer, and except as expressly set forth herein, neither Party shall have any further liability or obligation to the other hereunder. In the event that the Major Casualty Event occurs within thirty (30) days of the Closing, the Closing Date shall be extended to a date that is thirty (30) days after the Major Casualty Event.

12.2 **Other Casualty Events.** If there is a casualty or condemnation event affecting the Property during the term of this Agreement that is not a Major Casualty Event, then Developer shall have no right to terminate the Purchase Agreement on account of such event, but at the Town’s discretion either (a) the Town shall restore any such damage to substantially the condition that existed as of the Effective Date, or (b) Developer shall be entitled to the payments and assignments set forth in the following paragraph.

12.3 **Assignment of Proceeds.** If there is any damage or destruction or condemnation or taking for which Developer is not entitled to terminate the Purchase Agreement, or in the event of a Major Casualty Event following which Developer elects not to terminate the Purchase Agreement, then (a) in the case of a taking, all condemnation proceeds paid or payable to the Town, and all rights thereto, shall belong to Developer and shall be paid over and assigned to Developer at Closing; and (b) in the case of a casualty, Town shall assign to Developer all rights to any insurance proceeds paid or payable under the applicable insurance policies, less any costs of collection and any sums expended in restoration, and shall pay the deductible to Developer at the Closing.

PART 3: DEVELOPMENT OF THE PROPERTY

13. **Development of Infrastructure Improvements.**

13.1 **Town’s Infrastructure Improvements.** Subject to Closing, the Town shall be responsible for completing the following infrastructure improvements (the “**Town Infrastructure Improvements**”) at its sole cost and expense:

13.1.1 Road improvements consistent with the NCDOT Ranch Road Extension (U-6223), as shown on Exhibit E-1 attached hereto (the “**Infrastructure Plan**”) but excluding the scope of work that is included in the “Developer Road Improvements” described below.

13.1.2 Extension of electrical service to the Development Parcel, unless a) Developer notifies the Town that the Town will not be the electrical service provider to the Development

Parcel, or b) the Town is found not to have the right to serve the site as it is within the territory of another services provider.

13.1.3 Landscaping and structuring of the entryway for the Development Parcel, including the construction of two (2) monument signs at the entryway to the Development Parcel, as shown on the Infrastructure Plan.

13.2 Developer's Infrastructure Improvements. Subject to Closing, the Developer shall be responsible for completing the following infrastructure improvements (the "**Developer Infrastructure Improvements**") at its sole cost and expense:

13.2.1 Construction of a new sanitary sewer pump station and associated infrastructure serving the Development Parcel as shown on the Infrastructure Plan, and according to the specifications set forth on the Infrastructure Plan (the "**Pump Station**"). The Pump Station shall be constructed on property owned by the Town, as more particularly identified as a portion of NC PIN 166800-41-7347, Johnston County Parcel ID 05E99020X (the "Pump Station Parcel"). The Pump Station Parcel is outside of the Development Parcel and shall be subdivided by the Town prior to the commencement of construction of the Pump Station. Associated infrastructure, at a minimum, shall include a 8" public gravity sewer extension along the entire eastern property line of the Development Parcel, parallel to the stream, a downstream force main, associated infrastructure to provide a connection between the Pump Station and the existing Little Creek Wastewater Reclamation Facility and all required underlying public utility easements. The Pump Station and associated infrastructure shall be designed to accommodate future expansion to meet the demand of the overall drainage basin and meet the requirements set forth by the Town's Manual of Standards, Specifications, and Design at time of permitting in accordance with the Technical Memorandum dated August 7, 2020 and attached hereto as Exhibit E-2.

13.2.2 Road improvements to the portions of Little Creek Church Road and Ranch Road adjacent to the Development Parcel, as shown on the Infrastructure Plan (the "**Developer Road Improvements**").

13.3 Phasing of Infrastructure Improvements. The Town Infrastructure Improvements and the Developer Infrastructure Improvements will be performed in phases according to the schedule attached hereto as Exhibit E-3 (the "**Infrastructure Schedule**"). During the Due Diligence Period with respect to Site 1, Developer shall be responsible for verifying the construction costs of the Developer Infrastructure Improvements, including (i) performing all required engineering studies and preparing construction plans for the Developer Infrastructure Improvements; (ii) preparing bid packages and soliciting bids from qualified contractors; and (iii) negotiating construction contracts for the completion of the Developer Infrastructure Improvements; provided, however, that Developer shall only be required to commence construction of the Developer Infrastructure Improvements in accordance with the Infrastructure Schedule. Developer shall be solely responsible for planning, designing, financing, and constructing the Developer Infrastructure Improvements.

13.4 Construction of Developer Infrastructure Improvements. Developer agrees to plan, design, permit and construct the Developer Infrastructure Improvements as long as this Agreement remains in effect. If this Agreement is terminated for any reason, then Developer shall have no further obligation with respect to the Developer Infrastructure Improvements. Upon completion, the Developer Infrastructure Improvements will be dedicated to the appropriate public entity as directed by the Town and will thereafter be owned and maintained by said public entity. As long as this Agreement remains in effect, Developer will pay all expenses required to plan, design, permit and construct the Developer Infrastructure Improvements, including without limitation legal fees, engineering and design costs,

permitting expenses, and construction costs and overhead (all costs incurred by Developer in connection with performing the Developer Infrastructure Improvements are referred to herein as the “**Developer Infrastructure Expenses**”). If this Agreement is terminated for any reason, Developer shall pay all Developer Infrastructure Expense incurred through the date of termination of the Agreement.

14. **Development of Buildings.**

14.1 **Defined Terms.**

14.1.1 A “**Qualified Building**” shall mean a biomanufacturing building shell constructed on a Site that satisfies the requirements set forth on Exhibit F attached hereto.

14.1.1 A “**Qualified Disposition**” shall mean (i) a Qualified Lease of a Building; (ii) a fee simple conveyance of a Building and Site to an unaffiliated third-party buyer; (iii) a fee simple conveyance of a Site to an unaffiliated third-party buyer; or (iv) a ground lease of a Site to an unaffiliated third-party ground lessee.

14.1.2 A “**Qualified Disposition Agreement**” shall mean (i) a Qualified Lease of a Building; (ii) a purchase and sale agreement for the fee simple conveyance of a Building and Site to an unaffiliated third-party buyer; (iii) a purchase and sale agreement for the fee simple conveyance of a Site to a unaffiliated third-party buyer; or (iv) a ground lease of a Site to an unaffiliated third-party ground lessee. A Qualified Disposition Agreement shall be considered effective only when (a) it has been fully executed by all parties thereto; and (b) any “due diligence” or “option” period that provides for a discretionary termination right has expired or been waived.

14.1.3 A “**Qualified Lease**” shall mean a lease of all the rentable space of a Qualified Building, but excluding a lease entered into under the Johnston County Speculative Building Assistance Program.

14.2 **Construction.** Following Developer’s acquisition of a Site, Developer shall be responsible for constructing a Qualified Building at the Site at Developer’s sole cost and expense. Except as expressly set forth herein, Developer shall be solely responsible for planning, designing, financing, constructing and operating a Qualified Building at the Site. Construction of the Qualified Building shall commence within thirty (30) days following the later to occur of (a) the Closing on the Site, or (b) Developer’s receipt of a building permit and all other required permits and approvals for construction of the Qualified Building.

14.3 **Utilities.** Developer shall be responsible, at Developer’s sole cost and expense, for the provision of all utility services to each Site that is developed by Developer, with the exception of electrical service that is provided by the Town pursuant to Section 13.1.2 above.

15. **Marketing of the Development Parcel.**

15.1 **Town Marketing Responsibilities.** The Town, at its sole cost and expense, will lead the marketing efforts for the Development Parcel, and will provide a quarterly update on marketing efforts to Developer and Johnston County.

15.2 **Developer Marketing Responsibilities.** Developer, at its sole cost and expense, will lead and coordinate all communication efforts with prospective and existing users of a Qualified Building. Developer will cooperate and coordinate with the Town on all marketing efforts.

16. **Default and Remedies.**

16.1 **Default by Developer.** If Developer defaults in its performance of any obligation under this Agreement (excluding any Developer Acquisition Default) and such default continues for a period of sixty (60) days after written notice from the Town (which cure period shall be extended with respect to any default that is not reasonably susceptible to cure within such 60-day period, provided that Developer has commenced its cure within such 60-day period and is diligently pursuing completion), then the Town may, as its sole and exclusive remedy hereunder, terminate this Agreement, and/or pursue any other remedies available at law or equity.

16.2 **Default by Town.** If the Town defaults in its performance of any obligation under this Agreement (excluding any Town Acquisition Default) and such default continues for a period of sixty (60) days after written notice from the Developer (which cure period shall be extended with respect to any default that is not reasonably susceptible to cure within such 60-day period, provided that the party in default has commenced its cure within such 60-day period and is diligently pursuing completion), then Developer may terminate this Agreement, and/or pursue any other remedies available at law or equity.

PART 4: ACQUISITION AND DEVELOPMENT OF ADDITIONAL PHASES

17. **Option to Acquire Site 2 and Site 3.**

17.1 **Grant of Option.** The Town hereby grants to Developer the exclusive right and option (the “**Option**”) to acquire and develop Site 2 and Site 3 (each an “**Option Parcel**”), on the terms and conditions set forth herein.

17.2 **Option Period.** The “**Option Period**” shall be (a) with respect to Site 2, a period of ninety (90) days after the closing of a Qualified Disposition for Site 1; and (b) with respect to Site 3, a period of ninety (90) days after the closing of a Qualified Disposition for Site 2. Developer may exercise the Option with respect to an Option Parcel only by delivering written notice of Developer’s exercise of the Option (the “**Option Exercise Notice**”) during the applicable Option Period. Notwithstanding the foregoing, Developer may elect to accelerate the Option Period with respect to either or both of Site 2 and/or Site 3 at any time by providing written notice to the Town that Developer elects to waive the requirement of a closing of a Qualified Disposition with respect to either or both of Site 2 and/or Site 3, in which case the Option Period for the applicable Site or Sites shall begin upon delivery of such written notice.

17.3 **Terms and Conditions of Option.** Developer’s acquisition of an Option Parcel pursuant to the Option shall be on the same terms and conditions as Developer’s acquisition of Site 1, including the Purchase Price (calculated on the same per-acre basis), the Deposit, the Due Diligence Period and the Closing Election Notice, the conditions to Closing, and all other terms and conditions of Part 2 of this Agreement, as though the applicable Option Parcel were the “Property” for all purposes thereunder, and the date of the Option Exercise Notice were the “Effective Date” for all purposes thereunder.

17.4 **Development Obligations.** If Developer acquires an Option Parcel pursuant to the Option, then the requirements of Section 14 regarding the development of a Qualified Building shall apply to the Option Parcel as though the applicable Option Parcel were the “Property” for all purposes thereunder.

17.5 Termination of Option. If Developer fails to provide the Option Exercise Notice during the Option Period for Site 2, then the Option shall be terminated for Site 2 and Site 3 and the parties shall execute a termination of option to be recorded in the Johnston County Register of Deeds. If Developer fails to provide an Option Exercise Notice during the Option Period for Site 3, then the Option shall terminate for Site 3 and the parties shall execute a termination of option to be recorded in the Johnston County Register of Deeds. The Option shall be terminated with respect to all Option Parcels eighty-one (81) months from the Effective Date of this Agreement.

17.6 Memorandum of Option. Developer may record a memorandum of the Option in the form attached hereto as Exhibit G. The Town agrees to cooperate in the execution of such memorandum of Option.

PART 5: REPRESENTATIONS AND WARRANTIES

18. Representations and Warranties.

18.1 Representations and Warranties of the Town. In addition to any other representations and warranties of the Town set forth herein, the following constitute representations and warranties of the Town. The following representations and warranties are made as of the date hereof, and shall be true, correct and complete in all material respects as of the Closing Date with respect to each Site:

18.1.1 Authority. This Agreement and all agreements, instruments and documents herein provided to be executed by the Town are, and on the Closing Date will be, duly authorized, executed and delivered by and binding upon the Town. The Town has the authority to enter into this Agreement and consummate the transactions herein provided without the consent or joinder of any other party.

18.1.2 Enforceability. This Agreement is, and all of the documents to be delivered by the Town hereunder, will be binding and legal obligations of the Town, enforceable against the Town in accordance with their respective terms.

18.1.3 No Conflict. The execution and delivery of this Agreement and the documents to be executed in connection herewith and the consummation of the transactions contemplated hereby and thereby, except as otherwise provided herein, do not require the consent or approval of any third party or, to the Town's knowledge, any governmental authority, nor shall such execution and delivery result in a breach or violation of any Applicable Law, or conflict with, breach, result in a default (or an event which with notice and passage of time or both will constitute a default) under, or violate any contract or agreement to which the Town is a party or by which it or the Development Parcel is bound.

18.1.4 No Litigation. There is no action, suit or proceeding pending, or, to the Town's knowledge, threatened against the Town, the Development Parcel, or any portion thereof that relates to or arises out of the use, ownership or operation of the Development Parcel, or arising out of this Agreement or the transactions contemplated hereby. in any court or before or by any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality.

18.1.5 No Leases. There are no leases, licenses or other agreements regarding use or occupancy of space at the Development Parcel ("**Leases**") now in effect.

18.1.6 No Condemnation. Except as expressly set forth herein, the Town has received no written notice of any pending condemnation, eminent domain, or similar proceedings or actions pending or threatened with regard to the Development Parcel.

18.1.7 Hazardous Materials. The Town has delivered or made available to Developer copies of the environmental reports listed on Schedule 18.1.7 (the “**Environmental Reports**”). The Environmental Reports include all of the environmental reports relating to the Development Parcel that were prepared for the Town or at the Town’s request, or that are in the Town’s possession or control. Subject to the information contained in the Environmental Reports, the Town has not received written notice from any person or entity of any violation of any Environmental Laws or the presence of Hazardous Materials at the Development Parcel. To the best of the Town’s actual knowledge, the Town has not acted in violation of any Environmental Laws in the handling or disposal of Hazardous Materials at the Development Parcel.

18.1.8 Special Assessments. Except as otherwise expressly disclosed in the Title Commitment, to the Town’s knowledge, the Development Parcel is not subject to any proposed special assessment or any special assessment lien arising as a result of any works or improvements completed, installed or contemplated at or before Closing.

18.1.9 Exclusive Agreement. No person, firm or entity claiming by or through the Town has any rights in or rights to acquire all or any part of the Development Parcel, and there is no outstanding agreement or option to sell all or any part of the Development Parcel, including any purchase options, rights of first refusal or first offer, “lease to own” agreements, installment contracts, or similar arrangements, other than as set forth in this Agreement.

18.2 Representations and Warranties of Developer. In addition to any other representations and warranties of Developer set forth herein, the following constitute representations and warranties of Developer, and all of the foregoing and following representations and warranties are made as of the date hereof and shall be true, correct and complete as of the Closing Date with respect to each Site:

18.2.1 Authority. Developer is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of North Carolina. This Agreement and all agreements, instruments and documents herein provided to be executed by the Developer are, and on the Closing Date will be, duly authorized, executed and delivered by and binding upon the Developer. The Developer has the authority to enter into this Agreement and consummate the transactions herein provided without the consent or joinder of any other party.

18.2.2 Enforceability. This Agreement is, and all of the documents to be delivered by the Developer hereunder, will be binding and legal obligations of the Developer, enforceable against the Developer in accordance with their respective terms.

18.2.3 No Conflict. The execution and delivery of this Agreement and the documents to be executed in connection herewith and the consummation of the transactions contemplated hereby and thereby, except as otherwise provided herein, do not require the consent or approval of any third party or, to the Developer’s knowledge, any governmental authority, nor shall such execution and delivery result in a breach or violation of any Applicable Law, or conflict with, breach, result in a default (or an event which with notice and passage of time or both will constitute a default) under, or violate any contract or agreement to which the Developer is a party.

18.2.4 No Litigation. There is no material action, suit or proceeding pending or, to the best of its knowledge, threatened against or affecting Developer or arising out of this Agreement or the transactions contemplated hereby.

PART 6: ADDITIONAL PROVISIONS

19. **Confidentiality.** The Parties agree to keep all the terms of this Agreement, including all time periods set forth herein, confidential. It is mutually understood that the terms and conditions or any components of this Agreement are intended for the exclusive consideration of the Parties and are not to be shared in any way with individuals or entities other than the Parties, their counsel, accountants, or financial advisors without the express written consent of the other Parties. Each Party may disclose the existence of a “strategic alliance,” “public-private partnership,” or “life science developer / master developer relationship” relating to the Development Parcel; however, no Party will issue a press release or other publicity or communication to the general public concerning the Parties’ relationship or concerning a user or potential user of any Building without the other Parties’ prior written approval, unless such disclosure is required by Applicable Law. Notwithstanding any other provision hereof to the contrary, all confidential information received by the Town shall be subject to North Carolina General Statutes Chapter 132, the North Carolina Public Records Act.

20. **Exclusivity.** While this Agreement is in effect, Developer shall be the exclusive life science developer for the Development Parcel, and the Town shall (i) not actively solicit or negotiate with any other developer for the purpose of serving as a life science developer for the Development Parcel, (ii) not permit any life science speculative development by any other developer at the Development Parcel and (iii) obtain Developer’s approval before entering into any new contracts, or renewing, modifying or extending any current contract which may (a) adversely impact the life science development potential of the Development Parcel or (b) materially affect the Town’s intent or ability to achieve the objectives of the Town and Developer under this Agreement.

21. **Assignment.** Developer may not assign or transfer all or any portion of its rights or obligations under this Agreement to any other individual, entity or other person without the consent thereto by Town; provided, however, that Developer may assign or transfer such rights and obligations to one or more Affiliates of Developer, without Town’s consent, but with prior notice to Town. For the avoidance of doubt, Developer may assign the right to acquire and take title to each Site to one or more Affiliates of Developer. Upon and following such assignment, Developer shall not be released, and shall remain jointly and severally liable for all obligations of Developer under this Agreement.

22. **Miscellaneous.**

22.1 **Notices.** All notices and other communications provided for herein shall be in writing with a copy sent by electronic mail and shall be sent to the address set forth below (or such other address as a Party may hereafter designate for itself by notice to the other Parties as required hereby) of the Party for whom such notice or communication is intended:

If to Developer:

Biome Clayton I, LLC
c/o BioRealty, Inc.
1205 Merganser Way
Waco, TX 76706
Attn: Stan Wendzel
Email: stan@biorealty.com

With a copy to: Ballard Spahr LLP
111 S. Calvert St., 27th Floor
Baltimore, MD 21202
Attn: Eben Hansel, Esq.
Email: hansele@ballardspahr.com

If to the Town: Town of Clayton
111 East Second Street
Clayton, NC 27520
Attn: Rich Cappola, Town Manager
Email: rcappola@townofclaytonnc.org

With a copy to: Cauley Pridgen, PA
2500 Nash St N, Ste C
Wilson, NC 27896
Attn: James P. Cauley, III, Town Attorney
Email: jcauley@cauleypridgen.com

Any such notice or communication shall be sufficient if sent by (a) personal delivery, (b) reputable overnight delivery service such as UPS or Federal Express, with proof of delivery, (c) United States registered or certified mail, postage prepaid, return receipt requested, or (d) electronic mail, provided that a hard copy shall be simultaneously sent by one of the methods set forth in clauses (a)-(c) above. Such notice or other communication shall be deemed given (i) upon receipt if hand delivered or delivered by electronic mail; (ii) one (1) Business Day after tendering to an overnight delivery service, or (c) three (3) Business Days after mailing if by registered or certified mail. Notice of change of address shall be given by written notice in the manner detailed in this Section.

22.2 Brokers. Each Party hereto each represents and warrants to the other that it has not dealt with any broker or agent in connection with this transaction. Each Party hereby indemnifies, defends and holds harmless the other Parties from all loss, cost and expense (including reasonable attorneys' fees) arising out of a breach of its representation or undertaking set forth in this Section 22.2. The provisions of this Section 22.2 shall survive Closing or the termination of this Agreement. Notwithstanding the foregoing, Developer shall have the right to engage brokers in connection with the marketing of the Development Parcel or any Site for lease or sale, provided that Developer shall be responsible for any commissions due to such brokers pursuant to separate brokerage agreements.

22.3 Time of the Essence. Time is of the essence of each and every provision of this Agreement.

22.4 Time Periods. If any event or deadline required by this Agreement is to occur on a day that is not a Business Day in the State of North Carolina, then the event shall be deemed to occur on the next Business Day following the date for the event or deadline determined by this Agreement.

22.5 Headings. The headings preceding the text of the paragraphs and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

22.6 Waiver of Jury Trial. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY, AND IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY AND

AGREE THAT ANY DISPUTE ARISING UNDER THIS AGREEMENT SHALL BE DECIDED SOLELY BY A JUDGE (WITHOUT THE USE OF A JURY) SITTING IN A COURT OF COMPETENT JURISDICTION. THIS JURY TRIAL WAIVER PROVISION SHALL SURVIVE THE CLOSING OR THE TERMINATION OF THIS AGREEMENT.

22.7 Choice of Law and Forum. This Agreement shall be deemed made in Johnston County, North Carolina. This Agreement shall be governed by and construed in accordance with the laws of North Carolina. Except for any cause of action for which a federal court has exclusive jurisdiction, the exclusive forum and venue for all actions arising out of this Agreement shall be the North Carolina General Court of Justice in Johnston County. Such actions shall neither be commenced in nor removed to federal court. This Section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this Section.

22.8 Recording. Except as expressly provided herein, neither this Agreement nor any memorandum hereof shall be recorded in any public records.

22.9 Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22.10 Schedules and Exhibits. All Schedules and Exhibits which are referred to herein and which are either (a) attached hereto or (b) bound separately and initialed by the Parties are expressly made and constitute a part of this Agreement.

22.11 Survival. Unless otherwise expressly stated in this Agreement, each of the warranties and representations of the Parties shall survive the Closing and delivery of the deed and other closing documents by Town to Developer, and shall not be deemed to have merged therewith; provided, however, that any suit or action for breach of any of the representations or warranties set forth herein must be commenced within one (1) year after the Closing or any claim based thereon shall be deemed irrevocably waived.

22.12 Submission not an Offer or Option. The submission of this Agreement or a summary of some or all of its provisions for examination or negotiation by Developer or Town does not constitute an offer by Town or Developer to enter into an agreement to sell or purchase the Property, and neither Party shall have any obligation to purchase or to sell, as applicable, until this Agreement is signed by both Parties, in which event it shall be binding on both Parties thereafter.

22.13 Entire Agreement; Amendments. This Agreement and all Schedules and Exhibits attached hereto set forth all of the promises, covenants, agreements, conditions and undertakings between the Parties hereto with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as contained herein. This Agreement may not be changed orally but only by an agreement in writing, duly executed by or on behalf of the Party or Parties against whom enforcement of any waiver, change, modification, consent or discharge is sought.

22.14 Limitation on Liability. Notwithstanding any other provision hereof to the contrary, none of the affiliates, shareholders, officers, members, partners, directors, managers, beneficiaries, trustees, employees and agents of any Party will have any personal liability hereunder. In no event will any deficiency judgment or any money judgment of any kind be sought or obtained against same.

22.15 No Waiver of Governmental Authority or Discretion. Nothing in this Agreement shall be construed to bind, estop, direct, limit, or impair the future regulatory, legislative, or governmental discretion of the Town in a manner not permitted by law. The Town shall not incur any liability to Developer for any losses or damages it may incur as a result of or in connection with the Town exercise or performance of its regulatory, legislative, or governmental powers or functions, or any judicial determination regarding such exercise or performance, provided the Town ~~and the County~~ shall be contractually bound by the terms of this Agreement.

22.16 Immunity Not Waived. The Town does not intend to waive its sovereign immunity by reason of this Agreement; provided, however, that the Town acknowledges and agrees that by entering into this Agreement, governmental immunity shall not be a valid defense to a breach of contract claim brought hereunder.

22.17 Release of Information. The Parties acknowledge that this Agreement and related documents provided by Developer are subject to disclosure under the North Carolina Public Records Act, N.C.G.S. § 132-1 et seq. (the “Act”), except for information that is excluded from the disclosure requirements of the Act pursuant to N.C.G.S. § 132-1.2. The Developer acknowledges that it has been informed by the Town that the Town is required by North Carolina law to disclose “Public Records” as the term is defined by North Carolina General Statutes § 132-1, upon request. All information disclosed to the Town by the Developer which is subject to that definition and whose disclosure is not otherwise protected by law will be released by the Town upon request as provided by North Carolina General Statutes § 132-6. The Town may withhold from disclosure confidential records as defined by North Carolina General Statutes § 132-1.2. The Developer acknowledges that it has read and is familiar with the Town obligations of public disclosure of documents and the definitions of confidential documents as contained in Chapter 132 of the North Carolina General Statutes. In order to prevent the disclosure of the information identified by the Developer as a trade secret or as “confidential” pursuant to North Carolina General Statutes § 132.1.2, each of the Town shall, if it receives a request for disclosure of such information, notify the Developer of such request. The Developer will defend any claims or disputes arising from efforts of others to cause such trade secrets to be disclosed as a public record, if it so chooses. The Developer acknowledges that this disclosure of the Town or Johnston County’s public records requirements is given pursuant to North Carolina General Statutes § 132-1.11(b) and agrees that such disclosure is full and sufficient to the satisfaction of the Developer. The Parties agree that this Section will survive the termination of the Agreement. Nothing in this Agreement precludes either party from discussing the terms of this Agreement or its work product with its attorneys, accountants, consultants, contractors, or potential lenders or investors, or prevents the holding of public Town Council meetings in compliance with applicable laws.

22.18 IN NO EVENT SHALL ANY PARTY BE LIABLE TO THE OTHER PARTIES (OR TO ANY THIRD PARTY, WHETHER OR NOT CLAIMING THROUGH SUCH OTHER PARTY) FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER).

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Development Agreement as of the date and year first above written.

DEVELOPER:

Biome Clayton I, LLC,
a North Carolina limited liability company

By: _____
Name:
Title:

TOWN:

TOWN OF CLAYTON, NORTH CAROLINA,
a municipal corporation of the State of North Carolina

By: _____
Rich Cappola, Town Manager

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

[Development Agreement - Signature Page]

List of Schedules and Exhibits

Schedule 1	-	Definitions and Rules of Construction
Schedule 5.1	-	Due Diligence Materials
Schedule 18.1.7	-	Environmental Reports
Exhibit A	-	Legal Description of the Development Parcel
Exhibit B	-	Preliminary Site Layout
Exhibit C		Deed Covenants and Restrictions
Exhibit D	-	Form of Warranty Deed
Exhibit E-1	-	Infrastructure Plan
Exhibit E-2	-	Technical Memorandum
Exhibit E-3	-	Infrastructure Schedule
Exhibit F	-	Qualified Building Requirements
Exhibit G	-	Form of Memorandum of Option

SCHEDULE 1

Definitions and Rules of Construction

1.1 As used in the Purchase and Sale Agreement to which this Schedule 1 is attached, the following terms have the following meanings:

“**Affiliate**” means with respect to any Person, a Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person. The term “control” (including correlative terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting security, ability to elect directors to such Person’s board of directors or similar governing body, by contract or otherwise.

“**Applicable Law(s)**” means any law, rule, statute, regulation, ordinance, determination of an arbitrator, order of a court or determination, advisory opinion, order, guideline, finding or requirement of any other Government Entity, as amended, supplemented and in effect from time to time, in each case applicable to and binding upon such Person or any of its properties or to which such Person or any of its properties is subject, either individually or jointly with another Person or Persons.

“**Business Day**” shall mean a day that is not a Saturday, Sunday, or a federal, state or Town holiday in Clayton, North Carolina.

“**Control**” “**controlled by**” and “**under common control**” are all defined in the definition of Affiliate.

“**Environmental Laws**” means any law referred to in the definition of Hazardous Materials, as such law may be amended from time to time, and all rules and regulations of any Government Entity having jurisdiction, published pursuant thereto or promulgated thereunder.

“**Escrow Agent**” shall mean Chicago Title Insurance Company, or another national title insurance company selected by Developer to hold the Deposit in escrow in accordance with this Agreement.

“**Government Entity**” means any federal, state, municipal, county or city government, and any court or tribunal or administrative, governmental, quasi-governmental or regulatory body, agency, commission, division, department, public body or other authority, or any political subdivision thereof.

“**Hazardous Materials**” mean any substance determined to be hazardous, dangerous, polluting, or contaminating and regulated by Applicable Law, including (a) any “hazardous substance,” as defined in (i) Section 9601 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (“**CERCLA**”), as codified in 42 U.S.C. sections 9601 et seq. (including but not limited to those amendments thereto made by the Superfund Amendments and Reauthorization Act of 1986 (“**SARA**”)), (ii) the Resource Conservation and Recovery Act (“**RCRA**”), as codified in 42 U.S.C. sections 6901 et seq., (iii) the Federal Water Pollution Control Act (the Clean Water Act) (“**CWA**”), as codified in 33 U.S.C. sections 1251 et seq., (iv) the Clean Air Act (“**CAA**”), as codified in 42 U.S.C sections 7401 et seq., (v) the Toxic Substances Control Act (“**TSCA**”), as codified in 15 U.S.C. sections 2601 et seq., and (vi) any and all federal, state or other local laws, regulations, statutes or products, environmentally dangerous condition or dangerous asbestos condition, and anything included within the meanings of the term “Hazardous Materials,” “Pollutants” or “Contaminants” given such term in CERCLA, SARA, RCRA, CWA, CAA and TSCA and under the laws of the State of North Carolina respecting environmentally hazardous materials. Also included as “**Hazardous Materials**” shall be any petroleum

product, all hazardous or toxic substances, wastes or substances, and any substances which because of their quantitated concentration, chemical composition, or active, flammable, explosive, infectious or other characteristics, constitute or may reasonably be expected to constitute or contribute to a danger or hazard to public health, safety or welfare or to the environment.

“Lease” means any lease, license or occupancy agreement, written or unwritten, granting any tenancy or right to use or occupy all or any portion of the Property.

“Lien” means any mortgage, deed of trust, security deed, lien, judgment, pledge, conditional sales contract, security interest, past-due taxes, past-due assessments, or similar encumbrance against the Property of a monetary nature.

“Other Rights and Interests” means any other interest of the Town in and to the Property, or pertaining thereto, including, but not limited to, all of the right, title, and interest of the Town in and to the following:

- (a) All contract rights, Leases, and assignable warranties relating to the ownership of the Property;
- (b) All Permits and other governmental approvals related to the Property;
- (c) All plans and specifications pertaining to any improvements and in the Town’s possession or control, and the use thereof;
- (d) All appurtenant and reciprocal easement agreements and parking agreements;
- (e) Any award made or to be made in lieu of any of the Town’s interests to be conveyed, including, but not limited to, any award or payment made or to be made (a) for any taking in any condemnation proceeding of land lying in the bed of any street, road, highway, or avenue, open or proposed, in front of or adjoining all or any part of the Property, (b) for damage to the Property, or any part thereof by reason of change of grade or closing of any such street, road, highway, or avenue, and (c) for any taking in a condemnation proceeding;
- (f) All environmental reports and soils reports for the Property and engineering studies relating to the Property, together with all written communications and documents relating to such reports;
- (g) All oil, gas and mineral rights relating to the Property.
- (h) All appurtenant rights and interests with respect to the Property, including without limitation (i) easements and rights of way; (ii) rights in and to land underlying any highways, streets, railroads, and other public or private rights of way on or adjacent to the Property, and rights of access thereto; (iii) rights in and to strips and gores of land within or adjoining any such tract or parcel; (iv) air rights, excess floor area rights and other transferable development rights belonging to or useable with respect to any such parcel; (v) rights to utility connections and hook ups; (vi) water rights; (vii) riparian rights; and (viii) any other rights which the Town may have in or with respect to land adjoining any such tract or parcel (including adjacent streets, alleys and rights of way and any land which is separated from any such tract or parcel only by public alley, street, or other right of way).

“Permits” means all licenses, permits, certificates of occupancy, approvals, and authorizations used in or relating to or required by a Government Entity or by any applicable law, code, or regulation in connection with the ownership, occupancy, maintenance, repair, or operation of any part of the Property.

“Person” means an individual, corporation, partnership, joint venture, association, joint stock company, trust, trustee, estate, limited liability company, unincorporated organization, real estate investment trust, government or any agency or political subdivision thereof, or any other form of entity.

1.2 Other Definitions. Any other term to which meaning is expressly given in this Agreement shall have such meaning.

1.3 Rules of Construction.

1.3.1 Except as specifically provided, any approval, consent, permission or submittal or authorization contemplated under this Agreement shall require that such approval, consent, permission, submittal or authorization shall be given in advance and in writing and any consent, approval, permission or authorization shall apply only in the instance given.

1.3.2 Except as specifically provided, any and all approvals, consents, permission or authorization contemplated in this Agreement shall not be unreasonably withheld, delayed or conditioned and shall be subject to any reasonable conditions contained in the consent or approval given.

1.3.3 Except as specifically provided, the exercise of discretion contemplated in this Agreement shall mean discretion reasonably exercised.

1.3.4 A term defined in this Agreement which means or refers to an agreement, writing or statute shall mean and refer to that agreement, writing or statute as amended, modified, substituted for or replaced from time to time, but only as permitted under and in accordance with this Agreement, if applicable.

1.3.5 A term defined in this Agreement which means or refers to real or tangible personal property shall mean and refer to renewals or replacements, or substitutions therefor, but only as permitted under and in accordance with this Agreement, if applicable, provided however, that if at any time any portion of that property becomes no longer subject to this Agreement, the defined term shall mean and refer to so much of the property in question as remains subject to this Agreement.

1.3.6 The use of “his” or “her” is not intended to be gender-specific, and use of either or both terms is intended to incorporate the other, if applicable.

1.4 Severability. No determination by any court, governmental or administrative body or agency or otherwise that any provision of this Agreement or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or unenforceability of (a) any such provision, or (b) such provision in any circumstance not controlled by such determination. Each such provision shall remain valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, Applicable Law.

SCHEDULE 5.1

Due Diligence Materials

1. All surveys, maps, and drawings of all or any portion of the Property, including, but not limited to, site plans, final specifications, as-built surveys, as-built plans;
2. All subdivision, master drainage, infrastructure, engineering and other plans of all or any portion of the Property;
3. Any flood maps and notices and other materials related to flood risk; information regarding any flood insurance claims filed; and a narrative description of any flood events occurring during the Town's ownership of the Property;
4. All development approvals, proof of entitlements and concurrency and vested rights certificates pertaining to all or any portion of the Property;
5. Any and all Permits issued by any Government Entity for the Property or related to the operation of any business on the Property;
6. All governmental notices in any manner adversely affecting all or any part of the Property;
7. All title policies and title instruments in the Town's possession pertaining to all or any part of the Property;
8. Any and all agreements with any company providing utilities, including, but not limited to, gas, electricity, and water, to all or any portion of the Property;
9. Copies of all Leases currently in effect, if any;
10. All agreements with brokers, leasing agents and management agents and all agreements with adjoining or adjacent property owners, that are in effect or will survive the Closing;
11. Copies of real estate and personal property tax statements for the Property for the most recent year available, and copies of all notices of revised assessment or valuation for the Property;
12. The most recent bills for taxes, bonds, betterments and assessments;
13. Copies of any agreements or other documents relating to (A) the reduction of property taxes for any period applicable after the Closing, (B) the provision of infrastructure improvements for the benefit of the Property, (C) the handling of traffic impacts from the Property, and (D) the financing of improvements to or for the benefit of the Property, including tax-increment financing;
14. Any and all existing environmental reports for the Property in the Town's possession or control;
15. Copies of insurance policies relating to the Property and the operation of any business on the Property; and
16. Such other documentation as the Town has in its possession or control regarding the use, ownership, legal status, maintenance and operation of the Property.

SCHEDULE 18.1.7

Environmental Reports

1. Phase I Environmental Site Assessment – Massey Tract, Clayton, Johnston County, North Carolina. GeoTechnologies Project No. 1-14-0430-EA

EXHIBIT A

Legal Description of the Development Parcel

PIN: 166814-42-8880

Parcel ID: 05-H-04-046-H

Little Creek Church Road

Being all of that 67.137-acre tract of land as shown on that plat recorded in Plat Book 80, Page 89, Johnston County Registry, and being the same property described in that Deed recorded in Book 4466, Page 324, Johnston County Registry.

Preliminary Site Layout

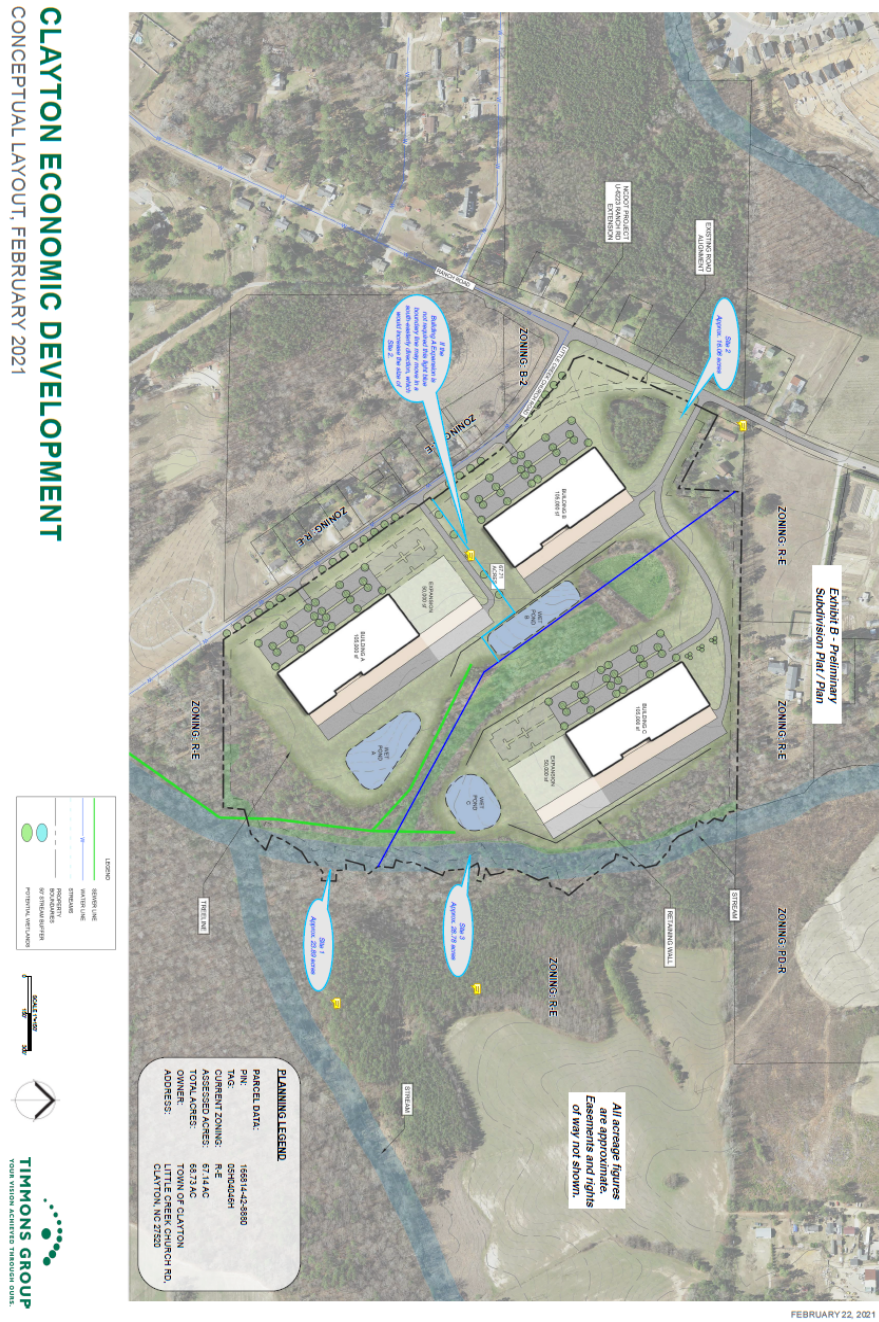


Exhibit C

Deed Covenants and Restrictions

1. The Property herein conveyed shall be used for the industrial use of the development of a Bioscience Industrial Park and such other uses including laboratory research, research and development and other light industrial uses as further defined in and operated in accordance with an Economic Development Agreement dated _____, 2022_ (*collectively*, the "Project") and other ancillary uses. This restriction is 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 _____, 202_ unless sooner terminated in writing and recorded in the Register of Deeds.
2. The Grantee, or its successor, assign, or the party in possession of the Property, shall obtain all building permits for the Project on or before the expiration of twenty-four months from the date of the recording of this Deed (the "Permit Deadline").
3. In the event that the Grantee, or its successor, assign or the party in possession of the Property, should (i) fail to meet the Permit Deadline, Grantee does hereby grant and convey to Grantor the option to purchase the Property in accordance with the terms hereof (the "Repurchase Option").

Grantor shall have forty-five (45) days from the Permit Deadline, in which to notify Grantee of Grantor's intent to exercise the Repurchase Option (the "Option Exercise Date") at the same sale price paid by Grantee in the conveyance of the Property to Grantee and, in the event of such timely response, the closing of the purchase and sale of the Property shall take place within 90 days of the Option Exercise Date. In the event that timely Notice is not given by Grantor to Grantee, Grantor shall be deemed to have elected not to exercise the applicable Repurchase Option hereunder. The Repurchase Option shall expire and be of no further force or effect once Grantee has obtained all building permits for the Project, and at such time, at Grantee or its successor or assign's request, Grantor shall execute an acknowledgment in recordable form memorializing that the Repurchase Option has expired.

4. Approval of Conveyance. In the event that Grantee desires to sell or convey the Property to an unrelated third party prior the Permit Date 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. In the event that timely notice is not given by Grantor to Grantee, Grantor shall be deemed to have approved the conveyance, and Grantee shall be free to sell and convey the Property to such third party.
5. The Grantee, its successors and assigns, agree that the Property is conveyed "as is" as it relates to the Property's physical condition, and without any recourse as against Grantor for the environmental condition of the Property. The Grantee acknowledges that the

Grantor makes no representations or express or implied warranties as to the suitability of the Property for the Grantee's intended uses.

6. 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.
7. 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.
8. All notices, demands and/or consents provided for in this Agreement shall be in writing with a copy sent by electronic mail and shall be delivered to the parties hereto by hand, by certified United States Mail with postage pre-paid and return receipt requested. Such notices shall be deemed to have been served on the date of hand delivery, or on the date mailed as required herein. All such notices and communications shall be addressed to Grantor and to Grantee at the addresses provided by the parties in the Economic Development Agreement.

EXHIBIT D

Form of Warranty Deed

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

Delinquent taxes, if any, to be paid by the closing attorney to the county tax collector upon disbursement of closing proceeds.

STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

SPECIAL WARRANTY DEED
Portion of PIN: 166814-42-8880
Portion of PARCEL ID:
05-H-04-046-H

Excise Tax: \$0.00

THIS DEED, made and entered into this ____ day of ____, 202__, by and between Town of Clayton, hereinafter "Grantor", whose mailing address is 111 East Second Street, Clayton, NC 27520, to _____, hereinafter "Grantee", whose mailing address is _____;

WITNESSETH:

FOR AND IN CONSIDERATION of \$1.00 and other good and valuable consideration made to Grantor by the Grantee, the receipt of which is hereby acknowledged, the Grantor has bargained and sold, and does hereby bargain, sell and convey unto the Grantee, its successors and assigns, in fee simple, that certain parcel or tract of land lying and being situate in the Town of Clayton, Johnston County, North Carolina, located at Little Creek Church Road, Portion of PIN 166814-42-8880, Portion of Parcel ID 05-H-04-046-H and more particularly described in EXHIBIT A attached hereto and incorporated herein by reference.

This Conveyance is expressly subject to the Permitted Exceptions on EXHIBIT B, and those additional Deed Covenants and Restrictions as shown on EXHIBIT C.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 4490 Page 0198 of the Johnston County Registry.

None of the property herein conveyed includes the primary residence of the Grantor.

TO HAVE AND TO HOLD the aforesaid parcel or tract of land, together with the privileges and appurtenances thereunto belonging or in anywise appertaining, unto the said Grantee, its successors and assigns.

FOR THE CONSIDERATION AFORESAID, the Grantor, for itself, its successors and/or assigns, hereby covenants to and with the Grantee, its successors and assigns, that the Grantor has done nothing to impair such title as Grantor received and that the Grantor does warrant and will forever defend the title thereto against the lawful claims of any and all persons claiming by, under or through Grantor.

IN WITNESS, WHEREOF, the Town of Clayton has caused this deed and agreement to be executed in its corporate name by its Mayor, attested by its Clerk, and its corporate seal to be hereunto affixed, this the day and year first above written.

TOWN OF CLAYTON

By: _____
Jody McLeod, Mayor

ATTEST:

Heidi Holland, Deputy Town Clerk

(CORPORATE SEAL)

STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

I, _____, a Notary Public in and for said County and State, certify that Heidi Holland, personally came before me this day and acknowledged that she is the Deputy Town Clerk of the Town of Clayton, a municipal corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by herself as its Deputy Clerk.

Witness my hand and Notarial Seal, this ____ day of _____, 202__.

Notary Public

My Commission Expires: _____
(SEAL)

Exhibit A - Deed

Legal Description

PORTION OF PIN: 166814-42-8880
Parcel ID: 05-H-04-046-H
Little Creek Church Road

SITE 1 -- To be determined by subdivision plat.

Exhibit B - Deed
Permitted Exceptions

1. Utility easements of record;
2. Unviolated restrictive covenants that do not materially affect the value or utility of the property; and
3. Ad valorem taxes for the year of closing.

Note: Under the Purchase Agreement there may be additional Permitted Exceptions mutually agreed to by the parties.

Exhibit C - Deed
Deed Covenants and Restrictions

1. The Property herein conveyed shall be used for the industrial use of the development of a Bioscience Industrial Park and such other uses including laboratory research, research and development and other light industrial uses as further defined in and operated in accordance with an Economic Development Agreement dated _____, 2022_ (*collectively*, the "Project") and other ancillary uses. This restriction is 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 _____, 202_ unless sooner terminated in writing and recorded in the Register of Deeds.
2. The Grantee, or its successor, assign, or the party in possession of the Property, shall obtain all building permits for the Project on or before the expiration of twenty-four months from the date of the recording of this Deed (the "Permit Deadline").
3. In the event that the Grantee, or its successor, assign or the party in possession of the Property, should (i) fail to meet the Permit Deadline, Grantee does hereby grant and convey to Grantor the option to purchase the Property in accordance with the terms hereof (the "Repurchase Option").

Grantor shall have forty-five (45) days from the Permit Deadline, in which to notify Grantee of Grantor's intent to exercise the Repurchase Option (the "Option Exercise Date") at the same sale price paid by Grantee in the conveyance of the Property to Grantee and, in the event of such timely response, the closing of the purchase and sale of the Property shall take place within 90 days of the Option Exercise Date. In the event that timely Notice is not given by Grantor to Grantee, Grantor shall be deemed to have elected not to exercise the applicable Repurchase Option hereunder. The Repurchase Option shall expire and be of no further force or effect once Grantee has obtained all building permits for the Project, and at such time, at Grantee or its successor or assign's request, Grantor shall execute an acknowledgment in recordable form memorializing that the Repurchase Option has expired.

4. Approval of Conveyance. In the event that Grantee desires to sell or convey the Property to an unrelated third party prior the Permit Date 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. In the event that timely notice is not given by Grantor to Grantee, Grantor shall be deemed to have approved the conveyance, and Grantee shall be free to sell and convey the Property to such third party.

5. The Grantee, its successors and assigns, agree that the Property is conveyed "as is" as it relates to the Property's physical condition, and without any recourse as against Grantor for the environmental condition of the Property. The Grantee acknowledges that the Grantor makes no representations or express or implied warranties as to the suitability of the Property for the Grantee's intended uses.
6. 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.
7. 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.
8. All notices, demands and/or consents provided for in this Agreement shall be in writing with a copy sent by electronic mail and shall be delivered to the parties hereto by hand, by certified United States Mail with postage pre-paid and return receipt requested. Such notices shall be deemed to have been served on the date of hand delivery, or on the date mailed as required herein. All such notices and communications shall be addressed to Grantor and to Grantee at the addresses provided by the parties in the Economic Development Agreement.

Infrastructure Plan

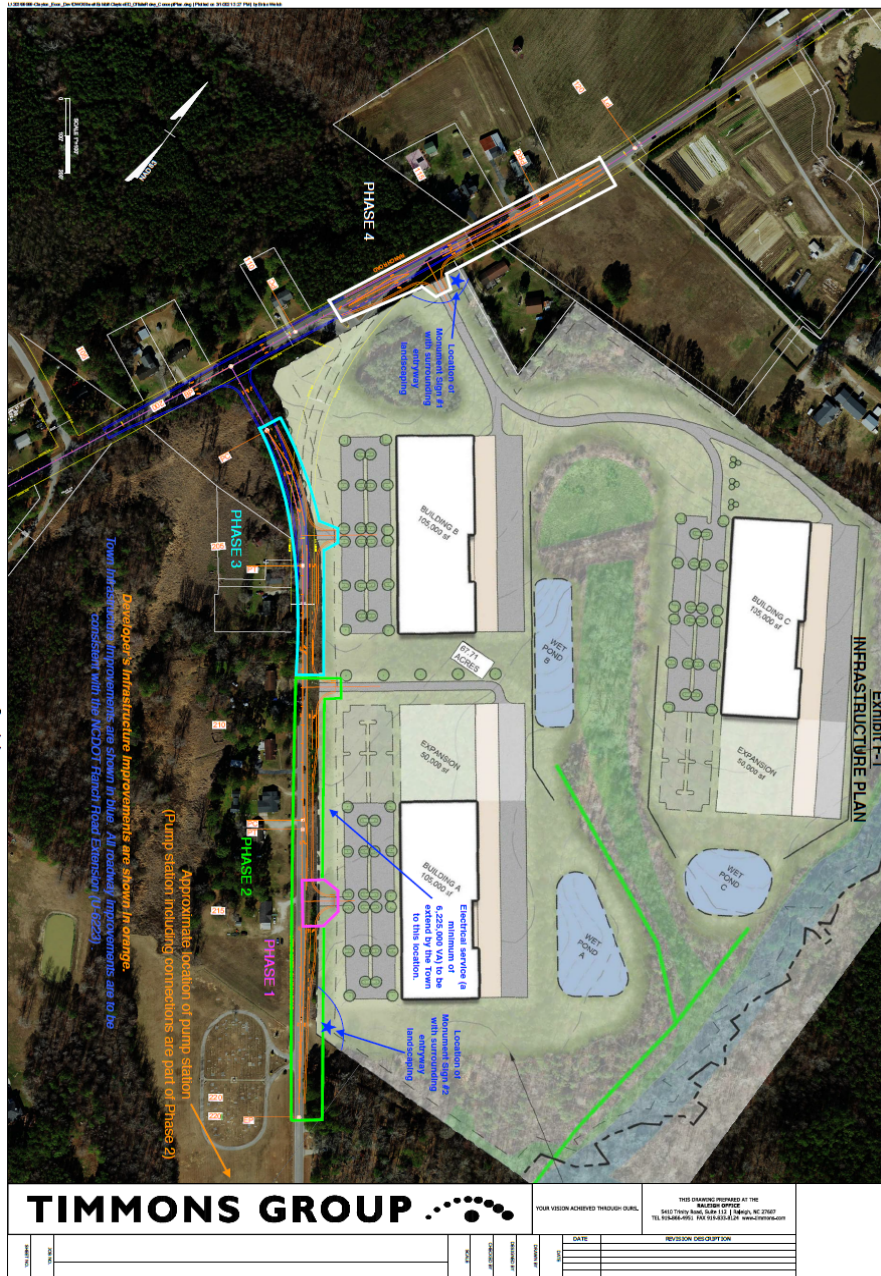


EXHIBIT E-2

Technical Memorandum dated August 7, 2020

EXHIBIT E-3

Infrastructure Schedule

Phase 1 represents the Infrastructure Improvements that are to be completed on or before construction completion of the Building A shell. This phase consists of all Town Infrastructure Improvements and the Developer's Infrastructure Improvements shown on the Infrastructure Plan as included in Phase 1.

Phase 2 represents the Developer's Infrastructure Improvements that are to be completed on or before completion and fit out of Building A (i.e. Prior to obtaining a Certificate of Occupancy for Building A) and are denoted on the Infrastructure Plan as Phase 2.

Phase 3 represents the Developer's Infrastructure Improvements that are to be completed on or before construction completion of the Building B shell and are denoted on the Infrastructure Plan as Phase 3.

Phase 4 represents the Developer's Infrastructure Improvements that are to be completed on or before completion and fit out of Building B (i.e. Prior to obtaining a Certificate of Occupancy for Building B and are denoted on the Infrastructure Plan as Phase 4.

Preliminary Schedule

		2Q 23	3Q 23	4Q 23	1Q 24	2Q 24	3Q 24	4Q 24	1Q 25	2Q 25	3Q 25	4Q 25	1Q 26	2Q 26	3Q 26	4Q 26	1Q 27	2Q 27
Site 1	2Q																	
Closing	23																	
Phase 1	2Q																	
	24																	
Phase 2	2Q																	
	25																	
Site 2	2Q																	
Closing	25																	
Phase 3	2Q																	
	26																	
Phase 4	2Q																	
	27																	

Note: All dates are estimates, are based on a 4Q22 execution of the Development Agreement, and assume 10-12 months for completion of a building shell and 12 months for completion of a building fit out. Actual timelines will vary.

EXHIBIT F

Qualified Building Requirements

<u>Building Type:</u>	Single-story, concrete tilt-up, delivered in a cold, dark, shell condition
<u>Building Size:</u>	100,000 square feet, with two of the three buildings being expandable up to 150,000 square feet.
<u>Intended Users:</u>	Single-occupant, biopharmaceutical manufacturing users, including biotechnology, pharmaceutical and contract development, and manufacturing organizations (“CDMOs”).
<u>Parking:</u>	Initially .5 parking spaces per 1,000 square feet but with parking expandable to 2.5 parking spaces per 1,000 square feet of first floor space once a user is identified.
<u>Concrete Floor:</u>	There will be a perimeter foundation and concrete floor slab under the office/admin designated areas; otherwise, there will be no concrete floor to more easily accommodate the specialized drainage and slab designs of most biopharma users.

EXHIBIT G

Form of Memorandum of Option

STATE OF NORTH CAROLINA

MEMORANDUM OF OPTION

COUNTY OF JOHNSTON

PIN: 166814-42-8880

PARCEL ID: 05-H-04-046-H

THIS MEMORANDUM OF OPTION (this “**Memorandum**”) made and entered into this ____ day of _____, 20__ (the “**Effective Date**”), by TOWN OF CLAYTON, NORTH CAROLINA, a municipal corporation of the State of North Carolina (the “**Town**”), in favor of Biome Clayton I, LLC, a North Carolina limited liability company (the “**Developer**”).

W I T N E S S E T H :

WHEREAS, the Town owns that certain property comprising approximately 67.10 acres of unimproved land further described as Johnston County Tax ID 05H04046H, located at the intersection of Ranch Road and Little Creek Church Road in Clayton, Johnston County, North Carolina, as more particularly described on Exhibit A attached hereto (the “**Property**”); and

WHEREAS, the Town and Development have entered into an Economic Development Agreement dated [_____] (the “**Development Agreement**”) which grants the Developer an option to purchase certain portions of the Property on the terms and conditions set forth therein;

WHEREAS, pursuant to the terms of the Development Agreement, the Town intends to subdivide the Property to create three (3) legal lots, and to convey one (1) such lot to Developer pursuant to the terms of the Development Agreement, and thereafter the Property that is subject to this Memorandum shall comprise the two remaining lots (each a “**Parcel**”);

NOW, THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, the Town does hereby give and grant to the Developer the right and option to purchase each Parcel of the Property upon the terms and conditions more specifically stated in the Development Agreement.

This Memorandum shall automatically expire on the date that is eighty-one (81) months after the Effective Date of the Development Agreement.¹ This Memorandum shall automatically expire and be deemed of no further force and effect upon the expiration or earlier termination of the Development Agreement. Developer hereby agrees that upon the expiration or earlier termination of the Development Agreement, the Town is hereby authorized to execute and record in the public records a notice that the Development Agreement has so expired or terminated and that this Memorandum is of no further force or effect.

The provisions set forth in the Development Agreement between the parties hereto of even date are hereby incorporated in this Memorandum.

[Remainder of page intentionally left blank]

¹ NTD: Expiration date of option is a statutory requirement.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum on the day and year first above written.

TOWN:

TOWN OF CLAYTON

By: _____
Jody McLeod, Mayor

ATTEST:

Heidi Holland, Deputy Town Clerk

(CORPORATE SEAL)

STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

I, _____, a Notary Public in and for said County and State, certify that Heidi Holland, personally came before me this day and acknowledged that she is the Deputy Town Clerk of the Town of Clayton, a municipal corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by herself as its Deputy Clerk.

Witness my hand and Notarial Seal, this ____ day of _____, 202_.

Notary Public

My Commission Expires: _____
(SEAL)

DEVELOPER:

Biome Clayton I, LLC,
a North Carolina limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

I certify that the following person(s), either being personally known to me or proven by satisfactory evidence, personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____, _____ (title) of Biome Clayton I, LLC, a North Carolina limited liability company, being authorized to do so, and having executed the foregoing on behalf of the corporation.

Date: _____
_____ (Printed name)

Notary Public

My Commission Expires: _____

EXHIBIT A – Memorandum of Option

Legal Description of Property

PIN: 166814-42-8880
Parcel ID: 05-H-04-046-H
Little Creek Church Road

Being all of that 67.137-acre tract of land as shown on that plat recorded in Plat Book 80, Page 89, Johnston County Registry, and being the same property described in that Deed recorded in Book 4466, Page 324, Johnston County Registry.



Regular Town Council Meeting Agenda Cover Sheet

Meeting Date

May 15, 2023

Agenda Location

PUBLIC HEARINGS

Item Title

2023-52-OA Sign Ordinance Amendment - Billboards

Presenter(s)

Ben Howell, Planning Director

Suggested Action

Adoption of Ordinance

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? 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

Sign Ordinance Text Amendment to permit changes to nonconforming billboards pursuant to approval by Town Council.

Background/History

The Planning Board considered the text amendment at their April 24, 2023 meeting, and unanimously recommended approval.

Recommendation

Staff recommends the Town Council approve the ordinance amendment as proposed.

Funding Source

N/A

Cost

N/A

Corresponding Documentation

[1 2023-52-OA Sign Ordinance-Billboards Text Amendment Staff Report](#)

[2 2023-52-OA Sign Ordinance Amendment-Billboards_Current](#)

[3 2023-52-OA Sign Ordinance Amendment-Billboards_Redline](#)

[4 2023-52-OA Sign Ordinance Amendment-Billboards_Clean](#)

[Consistency Statement - 2023-52-OA -Sign Ordinance-Billboards Text Amendment](#)

[2023-51-OA Sign Ordinance-Billboards Text Amendment Ordinance](#)

Meeting Timeline

Planning Board Public Comment Session - April 24, 2023

Town Council Public Hearing - May 15, 2023

Submitted By: Ben Howell, Planning

Reviewed By:

Ben Howell, Planning Director

Rich Cappola, Town Manager

Heidi Holland, Town Clerk

Approved - May 08 2023

Approved - May 10 2023

Approved - May 10 2023



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

*Planning Board April 24, 2023
Town Council May 15, 2023*

STAFF REPORT

Application Number: 2023-52-OA

Project Name: Sign Ordinance Amendment - Billboards

Applicant: Town of Clayton
Public Noticing: Newspaper ad to be published May 3 and May 10, 2023 (pending Planning Board action)

REQUEST: Request to modify the Sign section of Article 4 of the Unified Development Code. This text amendment provides for moving a nonconforming billboard to increase the nonconformity related to the spacing requirement, if the property where the billboard is located is being annexed and the billboard is made subject to an amortization period no longer than 15 years, as approved by the Town Council through an Economic Development Agreement, Development Agreement or Annexation Agreement.

SECTIONS PROPOSED FOR AMENDMENT:

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

§155.403(G)(12) – Billboards

STAFF ANALYSIS AND COMMENTARY:

Overview

This amendment will allow for billboards to be relocated on a property, even if it increases a nonconformity, subject to approval by Town Council. This amendment was initiated at the request of Town Council and the Economic Development Office.

Approval Criteria:

1. The extent to which the proposed text amendment is consistent with the remainder of the chapter, including, specifically, any purpose and intent statements, and must adopt a statement describing whether the action is consistent or inconsistent with approved plans;

Response: The proposed text amendment is consistent with the remainder of the applicable chapters in the UDC. It meets the intent of the code and is consistent with all approved plans. The primary purpose of the text

amendment is to clarify how nonconforming billboards may be modified if they are located on a property that is being annexed and subject to an agreement between a developer and the Town Council.

2. The extent to which the proposed text amendment represents a new idea not considered in the existing chapter, or represents a revision necessitated by changing circumstances over time;

Response: The proposed text amendment is a result of changing circumstances – the Town has a number of nonconforming billboards located in the ETJ on vacant property that may be annexed into the Town for development. Many of these billboards have long-term leases that limit how quickly they can be removed from a property.

3. Whether or not the proposed text amendment corrects an error in the chapter;

Response: The proposed text amendment does not correct an error in Chapter 403.

4. Whether or not the proposed text amendment revises the chapter to comply with state or federal statutes or case law;

Response: The purpose of the proposed text amendment is not to comply with state or federal statutes or case law.

CONSIDERATIONS

- The Council shall consider the recommendations of the Planning Board and Planning Director.
- The Council may approve the amendment, deny the amendment, or send the amendment back to the Planning board for additional consideration.

STAFF RECOMMENDATION:

Staff is recommending approval of the proposed changes to the UDC.

PLANNING BOARD RECOMMENDATION:

At their April 24th meeting, the Planning Board unanimously voted to approve proposed text amendment.

ATTACHMENTS:

- 1) §155.403(G)(12) Current Language
- 2) §155.403(G)(12) Redlined Changes
- 3) §155.403(G)(12) Proposed Language

§ 155.403 SIGNS

(A) PURPOSE AND INTENT

Signs are herein regulated in the interest of promoting traffic safety, safeguarding the public health, facilitating police and fire protection, preventing adverse community appearance, over-crowding of the land, and protecting the character of the area in which they are located. This Section is intended to establish requirements for the concentration, placement, height, bulk, and area of signs, while preserving community scenic, economic, and aesthetic values.

(B) PERMIT REQUIRED

Except as exempted in this Section and in accordance with §155.713, no sign may be erected, located, or altered in any manner until a sign permit (if necessary), and building permit if necessary, has been secured from the Planning Department.

(C) SIGN DEFINITIONS

A sign is described as any visual device or representation designed or used for the purpose of communicating a message or identifying a product, service, person, organization, business, or event, with the use of words or characters, visible from outside the premises on which such device is located. "Sign" is further defined in section §155.802 Defined Terms. Specific sign types are described below in further detail.

(1) Abandoned Sign

A sign which has not identified or advertised a current business, service, owner, product, or activity for a period of at least 360 days.

(2) Awning/Marquee/Canopy Sign

A sign which is attached flat to an awning, marquee, or canopy.

(3) Backlit Sign, (as it applies to Awnings, Marquees, and Canopies)

A awning, either fabric, plastic, or other material that is partially or wholly translucent, and allows lighting from behind to illuminate the part or whole of the awning, marquee, or canopy at night.

(4) Billboard

A structure used for the permanent display of off-premise advertising.

(5) Cabinet Sign

(12) **Billboards**

(a) Allowable Sign Face Area (max) Per Sign Face
1. 200 square feet per sign face. 2. Maximum sign face height of 15 feet. 3. Maximum sign face width of 20 feet. 4. Maximum one advertising face per side.
(b) Spacing between billboards (min)
2,000 feet.
(c) Setback (min)
50 feet from right-of-way.
(d) Height (max) of structure
25 feet.
(e) Clearance (min)
Eight feet above the ground at the base of the sign or highway grade level, whichever is higher.
(f) Illumination
1. May be externally illuminated only. 2. Internal illumination is prohibited.
(g) Location
1. Prohibited within Town limits. 2. Limited to locations on U.S. 70 Bus. HWY. 3. All billboards shall be primarily oriented toward the east-bound or west-bound lanes of U.S. 70 Business. 4. Billboards must be located off-premises.
(h) Annexation
Billboards located on property that is annexed into Town limits shall be removed within the timeframe established within a Developers Agreement or Annexation Agreement.

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(h) Annexation
Billboards located on property that is annexed into Town limits, <u>and properly relocated billboards as allowed by this Section</u> , shall be removed within the timeframe established within a Developers Agreement or Annexation Agreement <u>but not to exceed fifteen (15) years from the date of annexation. A billboard located on property that is annexed for development may be relocated with the consent of the Town Council through approval of an Economic Development Agreement, Development Agreement, or Annexation Agreement, if the billboard relocation site complies with all of the requirements of Section 155.403(G)(12), excluding subsection (12)(b) thereof. The amortization period for relocated billboards from annexed property shall not exceed fifteen (15) years from the date of the annexation.</u>

§ 155.403 SIGNS

(A) PURPOSE AND INTENT

Signs are herein regulated in the interest of promoting traffic safety, safeguarding the public health, facilitating police and fire protection, preventing adverse community appearance, over-crowding of the land, and protecting the character of the area in which they are located. This Section is intended to establish requirements for the concentration, placement, height, bulk, and area of signs, while preserving community scenic, economic, and aesthetic values.

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Eight feet above the ground at the base of the sign or highway grade level, whichever is higher.
(f) Illumination
1. May be externally illuminated only. 2. Internal illumination is prohibited.
(g) Location
1. Prohibited within Town limits. 2. Limited to locations on U.S. 70 Bus. HWY. 3. All billboards shall be primarily oriented toward the east-bound or west-bound lanes of U.S. 70 Business. 4. Billboards must be located off-premises.
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TOWN OF CLAYTON
ORDINANCE AMENDMENT
CONSISTENCY STATEMENT

[2023-52-OA Sign Ordinance-Billboards Text Amendment]

The Town Council of the Town of Clayton hereby states:

Section 1: The above referenced ordinance amendment IS APPROVED.

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

The Comprehensive Growth Plan 2045, specifically:

- Goal LU2: Provide a sense of place and enhance aesthetics along major corridors and in new developments.
- Strategy LU2.3.1: Review the Thoroughfare Overlay District and the Downtown Overlay District for necessary updates to ensure that regulations support Town character, enhance aesthetics along the roadways, and support successful commercial development.

The requested ordinance amendment is consistent with the above referenced goals from the Comprehensive Growth Plan 2045. The proposed amendment seeks to modify UDC Section 155.403(G)(12) – Billboards. The proposed amendment seeks to clarify the amortization requirement for billboards on land annexed into the Town, and allow for relocation of nonconforming billboards as long as they are removed within the maximum amortization period allowed.

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

that the ordinance amendment is consistent with Chapter 155 of the Town of Clayton’s Code of Ordinances and the Comprehensive Growth Plan 2045.

**TOWN OF CLAYTON
AMENDMENT TO THE CODE OF ORDINANCES
AMENDING CHAPTER 155**

BE IT HEREBY ADOPTED THAT THE TOWN COUNCIL FOR THE TOWN OF CLAYTON, NORTH CAROLINA, amends the Clayton Code of Ordinances Chapters 155.403(G)(12) to read as follows:

155.403 SIGNS

(G) SPECIFIC SIGN REGULATIONS

(12) Billboards

(a) Allowable Sign Face Area (max) Per Sign Face
1. 200 square feet per sign face. 1. Maximum sign face height of 15 feet. 2. Maximum sign face width of 20 feet. 3. Maximum one advertising face per side.
(b) Spacing between billboards (min)
2,000 feet, except as allowed by Section (h) below.
(c) Setback (min)
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Eight feet above the ground at the base of the sign or highway grade level, whichever is higher.
(f) Illumination
1. May be externally illuminated only. 2. Internal illumination is prohibited.
(g) Location
1. Prohibited within Town limits. 2. Limited to locations on U.S. 70 Bus. HWY. 3. All billboards shall be primarily oriented toward the east-bound or west-bound lanes of U.S. 70 Business. 4. Billboards must be located off-premises.
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Billboards located on property that is annexed into Town limits, and properly relocated billboards as allowed by this Section, shall be removed within the timeframe established within a Developers Agreement or Annexation Agreement but not to exceed fifteen (15) years from the date of annexation. A billboard located on property that is annexed for development may be relocated with the consent of the Town Council through approval of an Economic Development Agreement, Development Agreement, or Annexation Agreement, if the billboard relocation site complies with all of the requirements of Section 155.403(G)(12), excluding subsection (12)(b) thereof. The amortization period for relocated billboards from annexed property shall not exceed fifteen (15) years from the date of the annexation.

Duly adopted this 15th day of May 2023, while in regular session.

Jody L. McLeod
Mayor

ATTEST:

APPROVED AS TO FORM:

Heidi Holland, NCCMC
Town Clerk

Jim Cauley
Town Attorney



Regular Town Council Meeting Agenda Cover Sheet

Meeting Date

May 15, 2023

Agenda Location

PUBLIC HEARINGS

Item Title

2023-51-OA Sign Ordinance Amendment - String Lighting

Presenter(s)

Ben Howell, Planning Director

Suggested Action

Adoption of Ordinance

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? 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

Ordinance Text Amendment to allow use of decorative string lighting.

Background/History

The Planning Board reviewed the text amendment during their April 24, 2023 meeting and unanimously recommended approval.

Recommendation

Staff recommends that the Town Council approve the proposed text amendment as written.

Funding Source

N/A

Cost

N/A

Corresponding Documentation

[1 2023-51-OA Sign Ordinance Amendment-String Lighting Staff Report](#)

[2 2023-51-OA Sign Ordinance Amendment-String Lighting Current](#)

[3 2023-51-OA Sign Ordinance Amendment-String Lighting Redline](#)

[4 2023-51-OA Sign Ordinance Amendment-String Lighting Clean](#)

[Consistency Statement - 2023-51-OA -Sign Ordinance-String Lighting Text Amendment](#)

[2023-51-OA Sign Ordinance-String Lighting Text Amendment Ordinance](#)

Meeting Timeline

Planning Board Public Comment Session - April 24, 2023

Town Council Public Hearing - May 15, 2023

Submitted By: Ben Howell, Planning

Reviewed By:

Ben Howell, Planning Director

Rich Cappola, Town Manager

Heidi Holland, Town Clerk

Approved - May 08 2023

Approved - May 10 2023

Approved - May 10 2023



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*Planning Board April 24, 2023
Town Council May 15, 2023*

STAFF REPORT

Application Number: 2023-51-OA

Project Name: Sign Ordinance Amendment – String Lighting

Applicant: Town of Clayton
Public Noticing: Newspaper ad to be published May 3 and May 10, 2023

REQUEST: Request to modify the Sign section of Article 4 of the Unified Development Code. This text amendment adds decorative string lighting into the Sign Ordinance as a permitted sign type, subject to certain restrictions, and clarifies the time of year that is the “holiday period” outlined in the Ordinance.

SECTIONS PROPOSED FOR AMENDMENT:

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

§155.403 – Signs, specifically subsections (A) through (F)

STAFF ANALYSIS AND COMMENTARY:

Overview

This amendment will permit decorative string lighting to be used in accordance with certain restrictions in the Ordinance, as well as defines the term “holiday period” as used in the Ordinance. This amendment was initiated at the request of Town Council, Downtown Development Association and the Economic Development Office.

Approval Criteria:

1. The extent to which the proposed text amendment is consistent with the remainder of the chapter, including, specifically, any purpose and intent statements, and must adopt a statement describing whether the action is consistent or inconsistent with approved plans;

Response: The proposed text amendment is consistent with the remainder of the applicable chapters in the UDC. It meets the intent of the code and is consistent with all approved plans. The primary purpose of the text amendment is to allow for the use of decorative string lighting with certain restrictions.

2. The extent to which the proposed text amendment represents a new idea not considered in the existing chapter, or represents a revision necessitated by changing circumstances over time;

Response: The proposed text amendment is a result of changing circumstances – while the Town has historically not permitted string lighting to be used, there are a number of businesses that have used decorative string lighting in the downtown area. When faced with potential notices of violation, the Downtown Development Association (DDA) requested the Town Council ask for a text amendment that would permit decorative string lighting to be used. The proposed text amendment places restrictions on how decorative string lighting can be used, and defines the "holiday period" each year when string lighting that does not meet the color requirements in the Ordinance can be used.

3. Whether or not the proposed text amendment corrects an error in the chapter;

Response: The proposed text amendment does not correct an error in Chapter 403.

4. Whether or not the proposed text amendment revises the chapter to comply with state or federal statutes or case law;

Response: The purpose of the proposed text amendment is not to comply with state or federal statutes or case law.

CONSIDERATIONS

- The Council shall consider the recommendations of the Planning Board and Planning Director.
- The Council may approve the amendment, deny the amendment, or send the amendment back to the Planning board for additional consideration.

STAFF RECOMMENDATION:

Staff is recommending approval of the proposed changes to the UDC.

PLANNING BOARD RECOMMENDATION:

At their April 24th meeting, the Planning Board unanimously voted to approve proposed text amendment.

ATTACHMENTS:

- 1) §155.403(A)-(F) Current Language
- 2) §155.403(A)-(F) Redlined Changes
- 3) §155.403(A)-(F) Proposed Language

ARTICLE 4: GENERAL DEVELOPMENT STANDARDS

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(A) § 155.400 ACCESS

PURPOSE AND INTENT

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

ACCESS

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

§ 155.403 SIGNS

(A) PURPOSE AND INTENT

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(B) PERMIT REQUIRED

Except as exempted in this Section and in accordance with §155.713, no sign may be erected, located, or altered in any manner until a sign permit (if necessary), and building permit if necessary, has been secured from the Planning Department.

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A sign which has not identified or advertised a current business, service, owner, product, or activity for a period of at least 360 days.

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A sign which is attached flat to an awning, marquee, or canopy.

(3) Backlit Sign, (as it applies to Awnings, Marquees, and Canopies)

A awning, either fabric, plastic, or other material that is partially or wholly translucent, and allows lighting from behind to illuminate the part or whole of the awning, marquee, or canopy at night.

(4) Billboard

A structure used for the permanent display of off-premise advertising.

(5) Cabinet Sign

A sign in which a removable sign face (usually with translucent sign graphics which are illuminated from behind) is enclosed on all edges by a cabinet.

(6) **Clearance**

The distance above the walkway, or other surface if specified, to the bottom edge of a structure or sign. The term can also refer to a horizontal distance between two objects.

(7) **Changeable Copy Sign – Electronic**

A sign or portion thereof that displays non-pictorial, text information in which alphanumeric characters or symbols are defined by a small number of matrix elements using different combinations of light emitting diodes (LED's), fiber optics, light bulbs or other illumination devices within the display area. Electronic changeable copy signs include computer programmable, microprocessor controlled electronic displays. Electronic changeable copy signs include projected images or messages with these characteristics onto buildings or other objects.

(8) **Changeable Copy Sign – Manual**

A sign or portion thereof designed to accommodate frequent message changes composed of letters, characters, or illustrations and that can be changed or rearranged manually, without altering the face or surface of the sign.

(9) **Channel Letter Sign**

A sign consisting of fabricated or formed three-dimensional letters, individually applied to a wall or joined by a raceway. Channel letter signs are often internally illuminated. These signs may also include "bullets" or "taglines", which are smaller than and subordinate to the main sign letters, and function as small, irregularly shaped cabinets.

(10) **Deteriorated Sign**

Any sign which, together with its supports, braces, anchors, and other structural elements, is not maintained in accordance with the provisions of the North Carolina State Building Code, or where elements of the display area or panel are visibly cracked, broken, or discolored, or where the support structures or frame members are visibly corroded, bent, broken, torn, or dented, or where the message can no longer be read under normal viewing conditions.

(11) **Development Identification Sign – Non-residential**

A sign that identifies a non-residential development with multiple buildings. The sign may contain the name of the development, names of the tenants, or a combination of these components.

(12) **Development Identification Sign - Residential**

A sign that identifies a residential development such as a single family residential subdivision, apartments, or multi-family development.

(13) Drive-thru Menu Board

A sign displaying the bill of fare for a drive-thru restaurant.

(14) Easel / Sandwich Board / A-Frame Sign

An upright “A”-frame or “H”-frame structure used for displaying promotional information to the public.

(15) Electronic Sign: Electronic Graphic or Video Display

A sign or portion thereof that displays either static or moving pictorial images or graphics, with or without text information, defined by a small number of matrix elements using different combinations of light emitting diodes (LEDs), fiber optics, light bulbs or other electronic illumination devices within the display area. Electronic graphic or video display signs include computer programmable, microprocessor controlled electronic or digital displays, not including electronic changeable copy signs. Electronic graphic or video display signs include projected images or messages with these characteristics onto buildings or other objects.

(16) Façade

Generally known as the face of a building, especially the principal face. More specifically, this is that portion of any exterior elevation on the building extending from grade to top of the parapet, wall, or eaves, and the entire width of the building elevation. The primary façade is the side that includes the storefront and main entrance, or main public facing portion of a building.

(17) Feather Sign, or Feather Flag

A piece of cloth or similar material, typically elongated, oblong, and/or with a curved top or bottom edge, which is attached by two edges or one long, curving edge to a pole, and resembles a feather in shape. Generally, the sign is self-supporting (not attached to a building) and/or stuck into the ground in a temporary fashion, the flag is attached by a sleeve (and not by grommets or rope), and the entire sign is temporary in nature.

18 Fence Wrap

Fence wraps, as defined by G.S. 160D-908, are exempt from this Ordinance as provided by G.S. 160D-908.

(18) Flag, or Flag Sign

A piece of cloth or similar material, typically rectangular, square, or triangular, which is attached by one edge to a pole or pole-mounted rope. More often than not, a flag is attached at distinct points, and not sleeved over the pole.

(19) **Flag Pole**

A straight pole used for flying a flag. A flag pole is a long, rigid structure, permanently mounted either vertically, horizontally, or angled, where one end is anchored and the other end displays one or more flags.

(20) **Flashing Sign**

Any sign whose artificial illumination is not kept constant in intensity at all times when in use and which exhibits changes in light, color, direction, or animation. This definition does not include Changeable Copy Signs or Electronic Signs which meet the requirements set forth herein.

(21) **Freestanding Sign**

A sign supported by a structure that is not itself part of a building.

(22) **Gas Balloon (or Balloon Sign)**

A lighter-than-air, gas-filled balloon, tethered in a fixed location, which may contain an advertisement message on its surface or attached to the balloon or its tether in any manner.

(23) **Hanging Sign**

A sign that is hanging from an awning, marquee or canopy.

(24) **Historic Sign**

A sign that is 50 years or older; particularly unique in character, design, or history; or part of the historic character of a business or building.

(25) **Illumination**

A source of artificial or reflected light, either directly illuminating a partially or wholly translucent material from a source of light incorporated inside a structure or sign, or indirectly from an artificial source outside of a structure or sign.

(26) **Illumination, Halo**

A sign using a 3-dimensional message, logo, etc., which is lit in such a way as to produce a halo effect. For the purposes of regulating total sign face area, the entirety of the area covered by the sign and the halo illumination shall be considered.

(27) **Inflatable Sign**

Signs that are inflated using air pressure.

(28) **Monument Sign**

A freestanding sign where the base of the sign is on the ground and is supported primarily by an internal structural framework or solid structural features other than support posts.

(29) **Obsolete Sign**

A sign whose message describes the availability of goods or services at a location where such goods and services are no longer available and have ceased to be available for a period of at least 60 days or, in the alternative, any sign whose content pertains to a time, event or purpose which has elapsed or expired.

(30) **Off-Premises Sign**

A sign which conveys information about a business, product, service, owner, or other activity not sold or offered on the premises on which the sign is located.

(31) **On-Premises Sign**

A sign which conveys information about a business, product, service, or other activity offered or sold at the premises on which the sign is located.

(32) **Pan Sign**

A flat sign where vinyl or other adhesive graphics are applied to a metal sheet or some other type of flat backing plate. Often these signs are rectangular and used above storefronts, taking the place of areas that might otherwise be channel letter or cabinet signs. Pan signs are not made of translucent materials and are externally illuminated, if they have illumination at all.

(33) **Personal Expression Sign**

An on-premises sign that expresses an opinion, interest, position, or other non-commercial message.

(34) **Pole Sign**

A sign mounted on a freestanding pole attached to the ground by a support structure having a ratio of greater than four to one sign width to narrowest width of support structure.

(35) **Portable Sign**

A sign that is not directly attached to the ground and is designed to be easily transportable.

(36) **Post Sign**

A freestanding sign permanently affixed to the ground by support posts and does not have a solid base.

(37) **Post and Arm Sign**

A sign supported by a single upright post, with a horizontal arm from which a sign is suspended.

(38) **Primary Building Identification Sign**

A sign communicating the generic or specific name of an entire building without communicating or advertising for a specific business, service, owner, or product housed therein.

(39) **Primary Side (of a Building)**

The face or façade of a building that generally occurs in association with the main storefront entrance.

(40) **Primary Sign**

Any sign generally occurring on the primary building façade or above or in association with the main storefront entrance.

(41) **Projecting Sign**

A sign fastened directly to and extending out from a building face or wall, so that the sign face is perpendicular to or at an angle to the building face or wall.

(42) **Roof Sign**

A sign that is mounted to a roof with an angle less than 75 degrees or a sign displayed above the highest point of the roofline on a pitched roof or the parapet wall on a flat roof.

(43) **Secondary Sign**

Any sign not occurring on the primary side of a building.

(44) **Snipe Sign**

A sign tacked, nailed, posted, pasted, glued, or otherwise attached to trees, poles, stakes, fences, public benches, trash cans, streetlights, or other objects, or placed on any public property or in the public right of way or on any private property without the permission of the property owner. May also be known as a “bandit sign”.

(45) **String or Rope Lighting**

Lights, either constant, flashing, or intermittent, arranged in a line, string, or rope, generally lining a window, door, or other architectural or façade feature.

(46) **Tenant Identification Sign**

An exterior sign that identifies tenants of a single building, such as a multi-family residential building or a multi-tenant, non-residential commercial building, where access to each tenant is provided internally, via a shared external entrance. The sign may contain the name of the development, names of the tenants, suite number or address of each tenant, or a combination of these components. Tenant identification signs are designed to the pedestrian scale, located on or to the side of the shared external entrance, and are generally readable at a distance of less than 10-15 feet.

(47) **Temporary Signs**

A sign that is not intended or designed for permanent display.

(48) **Wall/Fascia Sign**

A sign adhered to, attached to or mounted away from but parallel to the building wall.

(49) **Windblown Sign**

Any sign composed of a banner, flag, pennant, or other objects, mounted and fastened in such a manner as to move upon being subjected to pressure by air pressure, wind, or breeze.

(50) **Window / Door Sign**

A sign attached to the inside or outside of a window or door, or displayed behind a window.

(D) **EXEMPTIONS**

The following signs (known as “Exempt Signs”) shall not be subject to a Sign Permit application per §155.713 “Sign Permit”, with regulation hereunder. Exempt Signs shall not count toward the total allowed sign face area on a site, unless otherwise noted below. Exempt Signs shall still be governed by the General Sign Regulations and Specific Sign Regulations, including dimensional standards of each individual sign type, except as otherwise noted below:

- (1) Signs erected by, on behalf of, or pursuant to the authorization of a governmental body.

-
- (2) Personal expression signs of any sign type, including flags, provided that they do not exceed 4 square feet in area per side, are non-commercial in nature, and are non-illuminated. The maximum number of personal expression signs per lot is two.
 - (3) Flags, pennants, or insignia of any governmental or non-governmental organization, when not displayed in connection with a commercial promotion or as an advertising device provided that the following criteria are met:
 - (a) Flags and flagpoles are not located within any public right-of-way, and must meet the setback requirements of the zoning district, as well as the setbacks described in “Flags” (G)(15) of this Section;
 - (b) Flags and flagpoles do not extend more than 25’ above the ground;
 - (c) No more than 2 flags per lot in residential districts, and no more than 3 flags per lot in all other districts;
 - (d) Maximum size per flag is 24 square feet in residential districts and 40 square feet in all other districts;
 - (e) Illumination is permitted so long as it is not brighter than the light produced by a 100W incandescent bulb, and shines directly up at the flag.
 - (f) Only one exempt flag pole is permitted per lot; this counts toward the total number of permitted flag poles on a site.
 - (g) If the above criteria are not met, or if the flag contains commercial messaging, then the flag shall require a sign permit and shall be regulated according to the General Sign Regulations and Specific Sign Regulations for that sign type.
 - (4) Miscellaneous informational signs. The following types of miscellaneous informational signs shall be exempt from sign permit requirements:
 - (a) Informational signs appearing on gasoline pumps, such as the names of grades of fuel and prices and conditions relating to prices (i.e. full or self-service).
 - (b) Signs appearing on vending boxes, provided they do not project more than 12 inches above or past the sides of the vending box, and no more than a total of 80 square feet of signage exists on each vending box. Vending boxes that stand apart from the primary structure on a site shall be considered as accessory structures, and shall require sign permits as regulated by General and Specific Sign Regulations, of this Section.
 - (c) Directional signs less than 4 square feet appearing on or adjacent to entry doors such as PUSH, PULL, OPEN, and/or CLOSED, as regulated by (G)(3) “Window / Door Signs”, and a maximum of two signs are allowed per entry door.

- (d) "Open" or "closed" signs that are turned on or displayed only during business hours, provided they are less than 4 square feet and only one may be displayed per storefront or façade.
 - (e) Signs appearing on display windows or doors denoting hours of operation, credit cards accepted, payment options, and similar information, provided they cover less than 2 square feet, only one sign is allowed per façade or entrance, and these signs are also in conformance with other applicable regulations from (G)(3) "Window / Door Signs".
 - (f) Information pertaining to the operating instructions of vending machines and automatic teller machines, including bank logos on the face of ATM machines, provided they do not project more than 12 inches above or to the sides of the vending box or machine housing.
 - (g) Signs providing directions or guiding traffic on private property that do not exceed four square feet in size or four feet in height each, and do not contain a business name, logo, or an advertising message.
 - (h) Signs internal to a large campus or multi-building development that are not visible from the public right-of-way or public realm.
- (5) Signs painted on or otherwise permanently attached to currently licensed motor vehicles that are not primarily used for or strategically parked to be used as a sign.
 - (6) Signs not exceeding four square feet in size that are customarily associated with residential use and that are not of a commercial nature, such as signs giving names of occupants, signs on mailboxes and paper tubes, and signs posted on private property relating to private parking or warning the public against trespassing or danger from animals.
 - (7) "Yard sale" signs displayed at the location of the yard sale, not exceeding four square feet in area, and not used in connection with any continuous commercial activity. Yard Sale Signs are further regulated in Section (16) "Temporary Signs".
 - (8) Signs containing the message that the real estate on which the sign is located is for sale, lease, or rent, together with information identifying the owner or agent, provided that such signage meets the standards of Table 4-8 "Real Estate Sign Standards". Such signage may have a maximum of two sides, shall be non-illuminated, and shall be removed within 15 days after sale, lease, or rental. Only one sign on each street frontage may be erected, but on lots having a street frontage in excess of 400 feet, a second sign not exceeding nine square feet in size per side may be erected. Feather or windblown signs shall not be permitted as real estate signs, per Section (E) of this Article.
- (9) Fence wraps as defined and regulated by G.S. 160D-908.

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TABLE 4-8: REAL ESTATE SIGN STANDARDS

Nonresidential or Mixed Use Property		
Acreage	Maximum sign face area	Maximum Height
Less than two acres	16 square feet per side	Six feet
Greater than two acres	32 square feet per side	Six feet
Residential Property		
Acreage	Maximum sign face area	Maximum Height
Less than one acre	Six square feet per side	Six feet
One - Five acres	Nine square feet per side	Six feet
Five – 20 acres	16 square feet per side	Six feet
Greater than 20 acres	32 square feet per side	Six feet

- (9) Displays, including lighting, flags (less than 12 square feet total area), and inflatables, erected in connection with the observance of holidays that do not bear an advertising message. Such displays shall be removed within ten days following the holiday.
- (10) Sign face plate changes, provided that it meets the applicable criteria of General and Specific Sign Regulations and other applicable portions of this Article.
- (11) Window and door signs, provided that these signs conform to the Specific Sign Regulations (§155.403(G)(3)), and such signage shall count toward the total allowed sign face area and number of signs on a site.
- (12) Easel / Sandwich Boards / A-Frames, provided that these signs conform to the Specific Sign Regulations (§155.403(G)(7)), and such signage shall count toward the total allowed sign face area and number of signs on a site.
- (13) Menu Displays

Restaurants and other food- or beverage- selling businesses where consumption occurs on-site may display a menu or list of daily specials on the wall adjacent to their main and secondary entrances provided that it is not larger than the actual printed menu available inside the establishment and is housed in a decorative frame.
- (14) Legal notices
- (15) Historic signs, provided
 - (a) the Planning Director determines the sign meets the following criteria:

1. The sign is 50 years or older; or
2. The sign is particularly unique in character, design, or history; or
3. The sign is a part of the historic character of a building, business, or district; and
4. The sign is kept in good, working order.

(b) Historic signs shall not count toward the total allowable sign face area for a site.

(16) Tenant identification signs, which shall count toward the total signage allowed on a site.

(E) **SIGNS PROHIBITED**

The following signs are expressly prohibited within all zoning districts:

- (1) Abandoned signs or obsolete signs.
- (2) Backlit Awnings, Marquees, or Canopies, unless part of an approved Alternative Sign Plan.
- (3) Portable signs, including any signs painted on or displayed on vehicles or trailers parked or located for the primary purpose of displaying that sign, except Easel / Sandwich Board / A-Frame Signs located on the ground as regulated herein.
- (4) Roof signs.
- (5) Cabinet signs of any shape, attached to a building wall or roof, except that portion that is a federally or state registered trademark. State or federally registered trademarks used in this fashion require a sign permit (per §155.713 "Sign Permit") and are allowed one per tenant per façade, up to a maximum size of 12 square feet.
- (6) Inflatable signs, with the exception of those erected in connection with the observance of holidays and do not bear an advertising message as described in D(8) of this Section.
- (7) Any sign or device set into motion by mechanical, electrical, or other means, except barber poles and those regulated in (G)(11) "Electronic Changeable Copy Sign / Electronic Sign" of this Section.
- (8) Flashing Signs, including but not limited to any sign or device displaying flashing or intermittent lights, lights of changing degrees or intensity, or animation. This includes electronic video display signs. However, Electronic Changeable Copy Signs / Electronic Signs are permitted, as regulated in (G)(11) of this Section.
- (9) String or rope lighting, that is not explicitly associated with the traditional observance of a holiday and regulated by the conditions of (D)(9) under "Exemptions". All string or rope lighting is required to be removed no later than February 1st, 2017 in order to comply with this section.

- (10) Any sign which is a copy or imitation of an official sign, or which purports to have official status.
- (11) Off-premises signs not specifically regulated herein, including but not limited to billboards.
- (12) Snipe signs.
- (13) Temporary product/promotional advertisement signs that are hung on, attached to or placed over a permanent fixture including but not limited to a light pole, tree, fence or bollard, whether on or off-premises, unless approved as part of a Temporary Sign Permit.
- (14) Pole signs.
- (15) Signs mounted inside a window or on a wall directly behind a window, and/or otherwise visible from outside the building that are not accounted for or do not meet the criteria of (G)(3) "Window / Door Signs".
- (16) Signs displayed in secondary windows not located on the first floor or in secondary windows not located in the primary building façade or a storefront entrance, unless as part of an Alternative Sign Plan.
- (17) Signs or murals of a commercial nature painted directly onto a wall or other building surface or structure, unless as part of an Alternative Sign Plan.
- (18) Windblown signs, except those exempted in Exemptions (found in (D)(2) and (3) of this Section), part of an approved Flag Sign ((G)(15) of this Section, or those allowed as part of a Temporary Sign Permit in accordance with §155.713 (F).
- (19) Any sign, other than those described in (D)(4)(g) of this Section, that is stenciled, painted, projected, or otherwise displayed on the ground, sidewalk, or pavement, unless as part of an Alternative Sign Plan.

(F) **GENERAL SIGN REGULATIONS**

(1) **Signs Located in Overlay Districts**

Signs located within an Overlay District are subject to the provisions of this Section, except that regulations within § 155.204 "Overlay Districts" shall supersede and may be either more or less restrictive than the regulations for signs contained in this Section, unless permitted as an Alternative Sign Plan per (K) of this Section.

(2) **Signs Located as Part of a Home Occupation**

Signs erected in connection with a home occupation pursuant to § 155.308(C)(2) are subject to the provisions of this Section, except that regulations within § 155.308(C)(2) shall supersede and may be either more or less restrictive than the regulations for signs contained

in this Section, unless permitted as an Alternative Sign Plan per (K) of this Section. Signs erected in connection with a home occupation shall not be illuminated.

(3) **Total Allowable Sign Face Area**

- (a) The total square footage of allowable sign face area permitted on any site shall be calculated by multiplying the amount of linear lot frontage or building frontage (in feet) by 1.25. The total allowable sign face area for any site shall not exceed this calculation (as shown below).

$$\text{Total allowable sign face area (in square feet)} = \text{Linear frontage (feet)} \times 1.25$$

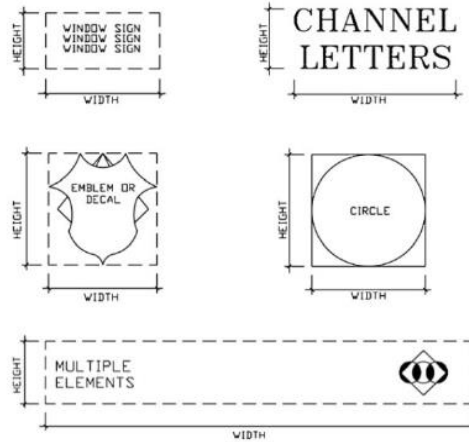
On lots with frontage on more than one street, the longest frontage may be used to calculate the total allowable sign face area.

- (b) In addition, the total area and specific area of allowable sign face area permitted on a sign or site shall be governed by the sign type criteria for each specific sign type (as described below in Section (G) "Specific Sign Regulations").

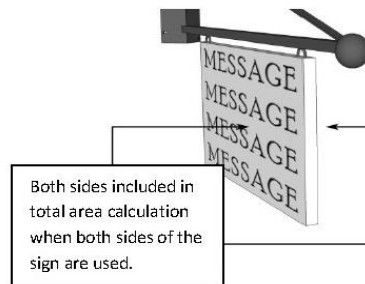
(4) **Computation of Sign Measurements**

(a) ***Computation of Sign Face Area***

1. The area of a sign, otherwise known as sign face area, is measured by finding the area of the minimum imaginary rectangle or square, aligned parallel to the horizon which fully encloses all sign words, symbol, copy, or message, including any material or color forming the sign face or background used to differentiate the sign from the structure against which it is placed. Sign face area does not include any supporting framework or bracing, unless it is part of the message or sign face, or otherwise functions as an attention-attracting device.



2. Where a sign has two or more faces, the area of all faces shall be included in determining the area of the sign, unless otherwise specified.



3. The sign face area of free-form or sculptural (non-planar) signs is calculated as fifty percent of the sum of the area of the four vertical sides of the smallest cube that will encompass the sign.

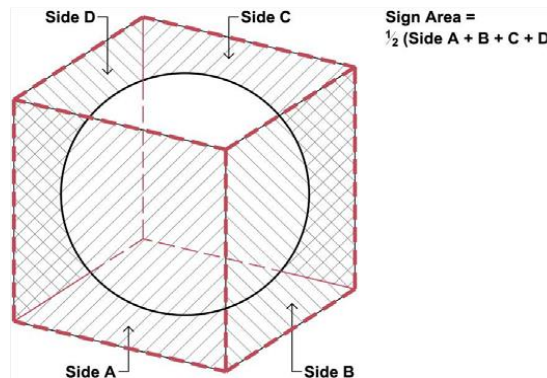


Illustration of sign area for sculptural non-planar signs.

(b) **Computation of Sign Height**

1. **General**

Sign height is measured as described below. The height of a sign shall include the highest point of the sign face area, with the supporting structure and/or any decorative elements dedicated or attached exclusively to the sign limited to 125% of the allowed sign height, unless approved as part of an Alternative Sign Plan per (K) of this Section.

2. **Height Measurement**

The vertical distance from the average grade of the ground or walkway immediately surrounding the sign to the highest point of the sign face area, or from the level of the average crown of the nearest abutting public street, alley or highway (other than a structurally elevated roadway) to the highest point of the sign face area, whichever measurement permits the greater elevation..

(5) **Construction Standards**

- (a) All signs shall comply with the appropriate provisions of the North Carolina Building Code, the National Electric Code, and this Section.
- (b) Signs shall be located in such a way that they maintain sufficient horizontal and vertical clearance of all overhead electrical conductors in accordance with National Electric Code specifications, provided that no sign, except governmental signs, shall be installed closer than ten feet horizontally or vertically from any conductor or public utility guy wire.

- (c) In no way shall a sign hinder or obstruct the visibility of the right-of-way, as defined by § 155.400(K) "Visibility at Intersections", either at intersections or points of ingress or egress from parking lots.
 - (d) Signs and any associated structures shall match or exceed in quality the materials of the primary structure on a site. Signs should be integrated into the architectural style of the building and design of the site, and should complement the overall architectural style.
 - 1. All permanent signs shall be constructed of quality and permanent materials.
 - 2. No permanent sign shall be allowed if the materials are of a nature that it is reasonable to expect that the sign will fall into disrepair within a period of 5 years or less through natural weathering.
 - 3. Quality materials for permanent signs shall not include:
 - A. Unfinished wood, including unfinished posts or supports
 - B. Coroplast or other similar rigid, pan, vinyl or plastic backing, for wall signs or tenant identification signs
 - C. Painted signs
 - (e) Signs shall be constructed of a quality sign type.
 - A. For purposes of determining the quality of a sign type, the following shall apply for wall signs, in order of highest quality to lowest quality: channel letter sign or similar individually mounted lettering, raceway-mounted lettering, decorative pan sign, cabinet sign, painted sign or vinyl or other lettering adhered directly to the wall.
 - B. For purposes of determining the quality of a sign type, the following shall apply for freestanding and monument signs, in order of highest quality to lowest quality: monument sign, post sign, cabinet sign.
 - (f) Signs with a separate electric meter shall have the pedestal and meter completely screened from view, or be otherwise seamlessly hidden by or integrated into the design of the sign or structure. Approval of a sign plan or issuance of a sign permit for an illuminated sign does not necessarily constitute exemption from this criteria or screening requirements.
- (6) **Illumination**
- (a) At a minimum, illumination of signs shall be limited to business hours when the business is open to the public and/or clients, or as otherwise restricted in this Section. This does not apply to Billboards.

- (b) Illuminated signs shall have no movement, including but not limited to flashing, blinking, or animation, except as allowed for Electronic Changeable Copy Signs in (11) of this Section, or as otherwise permitted as part of an Alternative Sign Plan in (K) of this Section.
- (c) At a minimum, illumination of signs in or within 50' of residential zoning districts is prohibited from the hours of 9:00PM to 7:00AM, or as otherwise restricted in this Section.
- (d) Internal illumination of signs is prohibited in mixed use zoning districts with conforming residential uses, and in and within 50' of residential zoning districts, unless approved as part of an Alternative Sign Plan (K).
- (e) Signs associated with a home occupation shall not be illuminated.
- (f) All wires and non-decorative lighting structures shall be camouflaged or reasonably hidden from view.

(7) Secondary Signs

- (a) Where signs are displayed on more than the primary side of a building, any secondary signs shall be no larger than the primary sign.
- (b) Secondary signs shall be consistent with the primary sign in content, type, construction, illumination, and materials.
- (c) A secondary sign shall only be allowed if a primary sign already exists.
- (d) A secondary sign shall only be allowed if it is consistent with the content, user, tenant, business, or activity of the primary sign.

(8) Windows and Translucent Doors

- (a) Primary windows and translucent doors located in first floor, non-residential storefronts shall not be obstructed, covered, or otherwise blocked so as to prohibit visibility from the outside for more than half of regular business hours.
- (b) Permanent coverings, which include but are not limited to signage, window tinting, reflective window treatments, window wraps, or window treatments, shall cover no more than 25% of the above surfaces.

(G) SPECIFIC SIGN REGULATIONS

ARTICLE 4: GENERAL DEVELOPMENT STANDARDS

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§ 155.400 ACCESS

(A) PURPOSE AND INTENT

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

(B) ACCESS

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

§ 155.403 SIGNS

(A) **PURPOSE AND INTENT**

Signs are herein regulated in the interest of promoting traffic safety, safeguarding the public health, facilitating police and fire protection, preventing adverse community appearance, over-crowding of the land, and protecting the character of the area in which they are located. This Section is intended to establish requirements for the concentration, placement, height, bulk, and area of signs, while preserving community scenic, economic, and aesthetic values.

(B) **PERMIT REQUIRED**

Except as exempted in this Section and in accordance with §155.713, no sign may be erected, located, or altered in any manner until a sign permit (if necessary), and building permit if necessary, has been secured from the Planning Department.

(C) **SIGN DEFINITIONS**

A sign is described as any visual device or representation designed or used for the purpose of communicating a message or identifying a product, service, person, organization, business, or event, with the use of words or characters, visible from outside the premises on which such device is located. "Sign" is further defined in section §155.802 Defined Terms. Specific sign types are described below in further detail.

(1) **Abandoned Sign**

A sign which has not identified or advertised a current business, service, owner, product, or activity for a period of at least 360 days.

(2) **Awning/Marquee/Canopy Sign**

A sign which is attached flat to an awning, marquee, or canopy.

(3) **Backlit Sign, (as it applies to Awnings, Marquees, and Canopies)**

A awning, either fabric, plastic, or other material that is partially or wholly translucent, and allows lighting from behind to illuminate the part or whole of the awning, marquee, or canopy at night.

(4) **Billboard**

A structure used for the permanent display of off-premise advertising.

(5) **Cabinet Sign**

A sign in which a removable sign face (usually with translucent sign graphics which are illuminated from behind) is enclosed on all edges by a cabinet.

(6) **Clearance**

The distance above the walkway, or other surface if specified, to the bottom edge of a structure or sign. The term can also refer to a horizontal distance between two objects.

(7) **Changeable Copy Sign – Electronic**

A sign or portion thereof that displays non-pictorial, text information in which alphanumeric characters or symbols are defined by a small number of matrix elements using different combinations of light emitting diodes (LED's), fiber optics, light bulbs or other illumination devices within the display area. Electronic changeable copy signs include computer programmable, microprocessor controlled electronic displays. Electronic changeable copy signs include projected images or messages with these characteristics onto buildings or other objects.

(8) **Changeable Copy Sign – Manual**

A sign or portion thereof designed to accommodate frequent message changes composed of letters, characters, or illustrations and that can be changed or rearranged manually, without altering the face or surface of the sign.

(9) **Channel Letter Sign**

A sign consisting of fabricated or formed three-dimensional letters, individually applied to a wall or joined by a raceway. Channel letter signs are often internally illuminated. These signs may also include "bullets" or "taglines", which are smaller than and subordinate to the main sign letters, and function as small, irregularly shaped cabinets.

(10) **Deteriorated Sign**

Any sign which, together with its supports, braces, anchors, and other structural elements, is not maintained in accordance with the provisions of the North Carolina State Building Code, or where elements of the display area or panel are visibly cracked, broken, or discolored, or where the support structures or frame members are visibly corroded, bent, broken, torn, or dented, or where the message can no longer be read under normal viewing conditions.

(11) **Development Identification Sign – Non-residential**

A sign that identifies a non-residential development with multiple buildings. The sign may contain the name of the development, names of the tenants, or a combination of these components.

(12) **Development Identification Sign - Residential**

A sign that identifies a residential development such as a single family residential subdivision, apartments, or multi-family development.

(13) **Drive-thru Menu Board**

A sign displaying the bill of fare for a drive-thru restaurant.

(14) **Easel / Sandwich Board / A-Frame Sign**

An upright “A”-frame or “H”-frame structure used for displaying promotional information to the public.

(15) **Electronic Sign: Electronic Graphic or Video Display**

A sign or portion thereof that displays either static or moving pictorial images or graphics, with or without text information, defined by a small number of matrix elements using different combinations of light emitting diodes (LEDs), fiber optics, light bulbs or other electronic illumination devices within the display area. Electronic graphic or video display signs include computer programmable, microprocessor controlled electronic or digital displays, not including electronic changeable copy signs. Electronic graphic or video display signs include projected images or messages with these characteristics onto buildings or other objects.

(16) **Façade**

Generally known as the face of a building, especially the principal face. More specifically, this is that portion of any exterior elevation on the building extending from grade to top of the parapet, wall, or eaves, and the entire width of the building elevation. The primary façade is the side that includes the storefront and main entrance, or main public facing portion of a building.

(17) **Feather Sign, or Feather Flag**

A piece of cloth or similar material, typically elongated, oblong, and/or with a curved top or bottom edge, which is attached by two edges or one long, curving edge to a pole, and resembles a feather in shape. Generally, the sign is self-supporting (not attached to a building) and/or stuck into the ground in a temporary fashion, the flag is attached by a sleeve (and not by grommets or rope), and the entire sign is temporary in nature.

~~(18)~~ **18 Fence Wrap**

Fence wraps, as defined by G.S. 160D-908, are exempt from this Ordinance as provided by G.S. 160D-908.

~~(18)~~**(19) Flag, or Flag Sign**

A piece of cloth or similar material, typically rectangular, square, or triangular, which is attached by one edge to a pole or pole-mounted rope. More often than not, a flag is attached at distinct points, and not sleeved over the pole.

(19)(20) Flag Pole

A straight pole used for flying a flag. A flag pole is a long, rigid structure, permanently mounted either vertically, horizontally, or angled, where one end is anchored and the other end displays one or more flags.

(20)(21) Flashing Sign

Any sign whose artificial illumination is not kept constant in intensity at all times when in use and which exhibits changes in light, color, direction, or animation. This definition does not include Changeable Copy Signs or Electronic Signs which meet the requirements set forth herein.

(21)(22) Freestanding Sign

A sign supported by a structure that is not itself part of a building.

(22)(23) Gas Balloon (or Balloon Sign)

A lighter-than-air, gas-filled balloon, tethered in a fixed location, which may contain an advertisement message on its surface or attached to the balloon or its tether in any manner.

(23)(24) Hanging Sign

A sign that is hanging from an awning, marquee or canopy.

(24)(25) Historic Sign

A sign that is 50 years or older; particularly unique in character, design, or history; or part of the historic character of a business or building.

(25)(26) Illumination

A source of artificial or reflected light, either directly illuminating a partially or wholly translucent material from a source of light incorporated inside a structure or sign, or indirectly from an artificial source outside of a structure or sign.

(26)(27) Illumination, Halo

A sign using a 3-dimensional message, logo, etc., which is lit in such a way as to produce a halo effect. For the purposes of regulating total sign face area, the entirety of the area covered by the sign and the halo illumination shall be considered.

~~(27)~~(28) **Inflatable Sign**

Signs that are inflated using air pressure.

~~(28)~~(29) **Monument Sign**

A freestanding sign where the base of the sign is on the ground and is supported primarily by an internal structural framework or solid structural features other than support posts.

~~(29)~~(30) **Obsolete Sign**

A sign whose message describes the availability of goods or services at a location where such goods and services are no longer available and have ceased to be available for a period of at least 60 days or, in the alternative, any sign whose content pertains to a time, event or purpose which has elapsed or expired.

~~(30)~~(31) **Off-Premises Sign**

A sign which conveys information about a business, product, service, owner, or other activity not sold or offered on the premises on which the sign is located.

~~(31)~~(32) **On-Premises Sign**

A sign which conveys information about a business, product, service, or other activity offered or sold at the premises on which the sign is located.

~~(32)~~(33) **Pan Sign**

A flat sign where vinyl or other adhesive graphics are applied to a metal sheet or some other type of flat backing plate. Often these signs are rectangular and used above storefronts, taking the place of areas that might otherwise be channel letter or cabinet signs. Pan signs are not made of translucent materials and are externally illuminated, if they have illumination at all.

~~(33)~~(34) **Personal Expression Sign**

An on-premises sign that expresses an opinion, interest, position, or other non-commercial message.

~~(34)~~(35) **Pole Sign**

A sign mounted on a freestanding pole attached to the ground by a support structure having a ratio of greater than four to one sign width to narrowest width of support structure.

~~(35)~~(36) **Portable Sign**

A sign that is not directly attached to the ground and is designed to be easily transportable.

~~(36)~~(37) **Post Sign**

A freestanding sign permanently affixed to the ground by support posts and does not have a solid base.

~~(37)~~(38) **Post and Arm Sign**

A sign supported by a single upright post, with a horizontal arm from which a sign is suspended.

~~(38)~~(39) **Primary Building Identification Sign**

A sign communicating the generic or specific name of an entire building without communicating or advertising for a specific business, service, owner, or product housed therein.

~~(39)~~(40) **Primary Side (of a Building)**

The face or façade of a building that generally occurs in association with the main storefront entrance.

~~(40)~~(41) **Primary Sign**

Any sign generally occurring on the primary building façade or above or in association with the main storefront entrance.

~~(41)~~(42) **Projecting Sign**

A sign fastened directly to and extending out from a building face or wall, so that the sign face is perpendicular to or at an angle to the building face or wall.

~~(42)~~(43) **Roof Sign**

A sign that is mounted to a roof with an angle less than 75 degrees or a sign displayed above the highest point of the roofline on a pitched roof or the parapet wall on a flat roof.

~~(43)~~(44) **Secondary Sign**

Any sign not occurring on the primary side of a building.

~~(44)~~(45) **Snipe Sign**

A sign tacked, nailed, posted, pasted, glued, or otherwise attached to trees, poles, stakes, fences, public benches, trash cans, streetlights, or other objects, or placed on any public property or in the public right of way or on any private property without the permission of the property owner. May also be known as a “bandit sign”.

~~(45)(46)~~ **String or Rope Decorative String Lighting**

Lightings, either constant, flashing, or intermittent, arranged in a line, string, or rope, ~~generally lining a window, door, or other architectural or façade feature, applied to the exterior of a building, or on the interior of a building attached to externally oriented architectural features such as windows or doors.~~

~~(46)(47)~~ **Tenant Identification Sign**

An exterior sign that identifies tenants of a single building, such as a multi-family residential building or a multi-tenant, non-residential commercial building, where access to each tenant is provided internally, via a shared external entrance. The sign may contain the name of the development, names of the tenants, suite number or address of each tenant, or a combination of these components. Tenant identification signs are designed to the pedestrian scale, located on or to the side of the shared external entrance, and are generally readable at a distance of less than 10-15 feet.

~~(47)(48)~~ **Temporary Signs**

A sign that is not intended or designed for permanent display.

~~(48)(49)~~ **Wall/Fascia Sign**

A sign adhered to, attached to or mounted away from but parallel to the building wall.

~~(49)(50)~~ **Windblown Sign**

Any sign composed of a banner, flag, pennant, or other objects, mounted and fastened in such a manner as to move upon being subjected to pressure by air pressure, wind, or breeze.

~~(50)(51)~~ **Window / Door Sign**

A sign attached to the inside or outside of a window or door, or displayed behind a window.

(D) **EXEMPTIONS**

The following signs (known as “Exempt Signs”) shall not be subject to a Sign Permit application per §155.713 “Sign Permit”, with regulation hereunder. Exempt Signs shall not count toward the total allowed sign face area on a site, unless otherwise noted below. Exempt Signs shall still be governed by the General Sign Regulations and Specific Sign Regulations, including dimensional standards of each individual sign type, except as otherwise noted below:

- (1) Signs erected by, on behalf of, or pursuant to the authorization of a governmental body.
- (2) Personal expression signs of any sign type, including flags, provided that they do not exceed 4 square feet in area per side, are non-commercial in nature, and are non-illuminated. The maximum number of personal expression signs per lot is two.
- (3) Flags, pennants, or insignia of any governmental or non-governmental organization, when not displayed in connection with a commercial promotion or as an advertising device provided that the following criteria are met:
 - (a) Flags and flagpoles are not located within any public right-of-way, and must meet the setback requirements of the zoning district, as well as the setbacks described in “Flags” (G)(15) of this Section;
 - (b) Flags and flagpoles do not extend more than 25’ above the ground;
 - (c) No more than 2 flags per lot in residential districts, and no more than 3 flags per lot in all other districts;
 - (d) Maximum size per flag is 24 square feet in residential districts and 40 square feet in all other districts;
 - (e) Illumination is permitted so long as it is not brighter than the light produced by a 100W incandescent bulb, and shines directly up at the flag.
 - (f) Only one exempt flag pole is permitted per lot; this counts toward the total number of permitted flag poles on a site.
 - (g) If the above criteria are not met, or if the flag contains commercial messaging, then the flag shall require a sign permit and shall be regulated according to the General Sign Regulations and Specific Sign Regulations for that sign type.
- (4) Miscellaneous informational signs. The following types of miscellaneous informational signs shall be exempt from sign permit requirements:
 - (a) Informational signs appearing on gasoline pumps, such as the names of grades of fuel and prices and conditions relating to prices (i.e. full or self-service).
 - (b) Signs appearing on vending boxes, provided they do not project more than 12 inches above or past the sides of the vending box, and no more than a total of 80 square feet of signage exists on each vending box. Vending boxes that stand apart from the primary structure on a site shall be considered as accessory structures, and shall require sign permits as regulated by General and Specific Sign Regulations, of this Section.
 - (c) Directional signs less than 4 square feet appearing on or adjacent to entry doors such as PUSH, PULL, OPEN, and/or CLOSED, as regulated by (G)(3) “Window / Door Signs”, and a maximum of two signs are allowed per entry door.

- (d) "Open" or "closed" signs that are turned on or displayed only during business hours, provided they are less than 4 square feet and only one may be displayed per storefront or façade.
 - (e) Signs appearing on display windows or doors denoting hours of operation, credit cards accepted, payment options, and similar information, provided they cover less than 2 square feet, only one sign is allowed per façade or entrance, and these signs are also in conformance with other applicable regulations from (G)(3) "Window / Door Signs".
 - (f) Information pertaining to the operating instructions of vending machines and automatic teller machines, including bank logos on the face of ATM machines, provided they do not project more than 12 inches above or to the sides of the vending box or machine housing.
 - (g) Signs providing directions or guiding traffic on private property that do not exceed four square feet in size or four feet in height each, and do not contain a business name, logo, or an advertising message.
 - (h) Signs internal to a large campus or multi-building development that are not visible from the public right-of-way or public realm.
- (5) Signs painted on or otherwise permanently attached to currently licensed motor vehicles that are not primarily used for or strategically parked to be used as a sign.
 - (6) Signs not exceeding four square feet in size that are customarily associated with residential use and that are not of a commercial nature, such as signs giving names of occupants, signs on mailboxes and paper tubes, and signs posted on private property relating to private parking or warning the public against trespassing or danger from animals.
 - (7) "Yard sale" signs displayed at the location of the yard sale, not exceeding four square feet in area, and not used in connection with any continuous commercial activity. Yard Sale Signs are further regulated in Section (16) "Temporary Signs".
 - (8) Signs containing the message that the real estate on which the sign is located is for sale, lease, or rent, together with information identifying the owner or agent, provided that such signage meets the standards of Table 4-8 "Real Estate Sign Standards". Such signage may have a maximum of two sides, shall be non-illuminated, and shall be removed within 15 days after sale, lease, or rental. Only one sign on each street frontage may be erected, but on lots having a street frontage in excess of 400 feet, a second sign not exceeding nine square feet in size per side may be erected. Feather or windblown signs shall not be permitted as real estate signs, per Section (E) of this Article.
- (9) Fence wraps as defined and regulated by G.S. 160D-908.

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TABLE 4-8: REAL ESTATE SIGN STANDARDS

Nonresidential or Mixed Use Property		
Acreage	Maximum sign face area	Maximum Height
Less than two acres	16 square feet per side	Six feet
Greater than two acres	32 square feet per side	Six feet
Residential Property		
Acreage	Maximum sign face area	Maximum Height
Less than one acre	Six square feet per side	Six feet
One - Five acres	Nine square feet per side	Six feet
Five – 20 acres	16 square feet per side	Six feet
Greater than 20 acres	32 square feet per side	Six feet

(10) Displays, including lighting, flags (less than 12 square feet total area), and inflatables, erected in connection with the observance of holidays that do not bear an advertising message. ~~Such displays shall be removed within ten days following the holiday. The holiday period above is defined as the period between November 1st and January 15th each year. Such displays shall be removed within ten days following the holiday period. Decorative String Lighting may be used in connection with the observance of holidays in accordance with Section 155.403(F)(9), Decorative String Lighting.~~

~~(9)~~(11) Any lighting, including string or rope lighting, on the interior of a building and not attached to externally oriented architectural features, is not considered signage or decorative string lighting.

~~(10)~~(12) Sign face plate changes, provided that it meets the applicable criteria of General and Specific Sign Regulations and other applicable portions of this Article.

~~(11)~~(13) Window and door signs, provided that these signs conform to the Specific Sign Regulations (§155.403(G)(3)), and such signage shall count toward the total allowed sign face area and number of signs on a site.

~~(12)~~(14) Easel / Sandwich Boards / A-Frames, provided that these signs conform to the Specific Sign Regulations (§155.403(G)(7)), and such signage shall count toward the total allowed sign face area and number of signs on a site.

~~(13)~~(15) Menu Displays

Restaurants and other food- or beverage- selling businesses where consumption occurs on-site may display a menu or list of daily specials on the wall adjacent to their main and

secondary entrances provided that it is not larger than the actual printed menu available inside the establishment and is housed in a decorative frame.

~~(14)~~(16) Legal notices

~~(15)~~(17) Historic signs, provided

(a) the Planning Director determines the sign meets the following criteria:

1. The sign is 50 years or older; or
2. The sign is particularly unique in character, design, or history; or
3. The sign is a part of the historic character of a building, business, or district; and
4. The sign is kept in good, working order.

(b) Historic signs shall not count toward the total allowable sign face area for a site.

~~(16)~~(18) Tenant identification signs, which shall count toward the total signage allowed on a site.

(E) **SIGNS PROHIBITED**

The following signs are expressly prohibited within all zoning districts:

(1) Abandoned signs or obsolete signs.

~~(1)~~(2) Backlit Awnings, Marquees, or Canopies, unless part of an approved Alternative Sign Plan.

~~(2)~~(3) Portable signs, including any signs painted on or displayed on vehicles or trailers parked or located for the primary purpose of displaying that sign, except Easel / Sandwich Board / A-Frame Signs located on the ground as regulated herein.

~~(3)~~(4) Roof signs.

~~(4)~~(5) Cabinet signs of any shape, attached to a building wall or roof, except that portion that is a federally or state registered trademark. State or federally registered trademarks used in this fashion require a sign permit (per §155.713 "Sign Permit") and are allowed one per tenant per façade, up to a maximum size of 12 square feet.

~~(5)~~(6) Inflatable signs, with the exception of those erected in connection with the observance of holidays and do not bear an advertising message as described in D(8) of this Section.

~~(6)~~(7) Any sign or device set into motion by mechanical, electrical, or other means, except barber poles and those regulated in (G)(11) "Electronic Changeable Copy Sign / Electronic Sign" of this Section.

~~(7)~~(8) Flashing Signs, including but not limited to any sign or device displaying flashing or intermittent lights, lights of changing degrees or intensity, or animation. This includes electronic video display signs. However, Electronic Changeable Copy Signs / Electronic Signs are permitted, as regulated in (G)(11) of this Section.

~~(8)~~(9) String-~~or rope~~-lighting, that is not explicitly associated with the traditional observance of a holiday and regulated by the conditions of (D)(~~9~~10) under “Exemptions” or permitted in Section 155.403(F)(9), Decorative String Lighting. All string or rope lighting is required to be removed no later than February 1st, 2017 in order to comply with this section.

~~(9)~~(10) Any sign which is a copy or imitation of an official sign, or which purports to have official status.

~~(10)~~(11) Off-premises signs not specifically regulated herein, including but not limited to billboards.

~~(11)~~(12) Snipe signs.

~~(12)~~(13) Temporary product/promotional advertisement signs that are hung on, attached to or placed over a permanent fixture including but not limited to a light pole, tree, fence or bollard, whether on or off-premises, unless approved as part of a Temporary Sign Permit.

~~(13)~~(14) Pole signs.

~~(14)~~(15) Signs mounted inside a window or on a wall directly behind a window, and/or otherwise visible from outside the building that are not accounted for or do not meet the criteria of (G)(3) “Window / Door Signs”.

~~(15)~~(16) Signs displayed in secondary windows not located on the first floor or in secondary windows not located in the primary building façade or a storefront entrance, unless as part of an Alternative Sign Plan.

~~(16)~~(17) Signs or murals of a commercial nature painted directly onto a wall or other building surface or structure, unless as part of an Alternative Sign Plan.

~~(17)~~(18) Windblown signs, except those exempted in Exemptions (found in (D)(2) and (3) of this Section), part of an approved Flag Sign ((G)(15) of this Section, or those allowed as part of a Temporary Sign Permit in accordance with §155.713 (F).

~~(18)~~(19) Any sign, other than those described in (D)(4)(g) of this Section, that is stenciled, painted, projected, or otherwise displayed on the ground, sidewalk, or pavement, unless as part of an Alternative Sign Plan.

(F) **GENERAL SIGN REGULATIONS**

(1) **Signs Located in Overlay Districts**

Signs located within an Overlay District are subject to the provisions of this Section, except that regulations within § 155.204 "Overlay Districts" shall supersede and may be either more or less restrictive than the regulations for signs contained in this Section, unless permitted as an Alternative Sign Plan per (K) of this Section.

(2) **Signs Located as Part of a Home Occupation**

Signs erected in connection with a home occupation pursuant to § 155.308(C)(2) are subject to the provisions of this Section, except that regulations within § 155.308(C)(2) shall supersede and may be either more or less restrictive than the regulations for signs contained in this Section, unless permitted as an Alternative Sign Plan per (K) of this Section. Signs erected in connection with a home occupation shall not be illuminated.

(3) **Total Allowable Sign Face Area**

- (a) The total square footage of allowable sign face area permitted on any site shall be calculated by multiplying the amount of linear lot frontage or building frontage (in feet) by 1.25. The total allowable sign face area for any site shall not exceed this calculation (as shown below).

$$\text{Total allowable sign face area (in square feet)} = \text{Linear frontage (feet)} \times 1.25$$

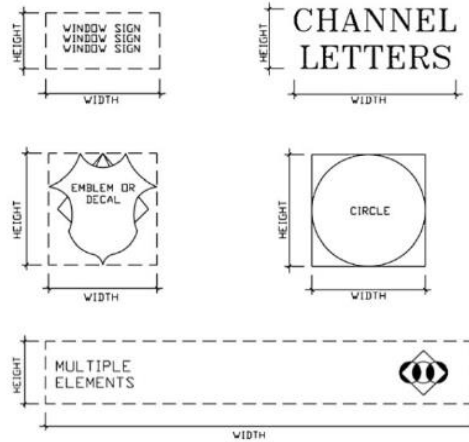
On lots with frontage on more than one street, the longest frontage may be used to calculate the total allowable sign face area.

- (b) In addition, the total area and specific area of allowable sign face area permitted on a sign or site shall be governed by the sign type criteria for each specific sign type (as described below in Section (G) "Specific Sign Regulations").

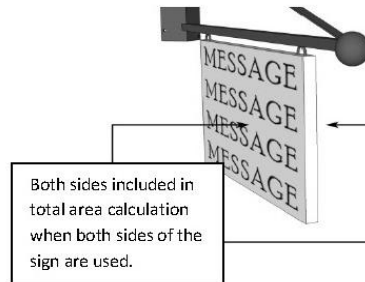
(4) **Computation of Sign Measurements**

(a) ***Computation of Sign Face Area***

1. The area of a sign, otherwise known as sign face area, is measured by finding the area of the minimum imaginary rectangle or square, aligned parallel to the horizon which fully encloses all sign words, symbol, copy, or message, including any material or color forming the sign face or background used to differentiate the sign from the structure against which it is placed. Sign face area does not include any supporting framework or bracing, unless it is part of the message or sign face, or otherwise functions as an attention-attracting device.



2. Where a sign has two or more faces, the area of all faces shall be included in determining the area of the sign, unless otherwise specified.



3. The sign face area of free-form or sculptural (non-planar) signs is calculated as fifty percent of the sum of the area of the four vertical sides of the smallest cube that will encompass the sign.

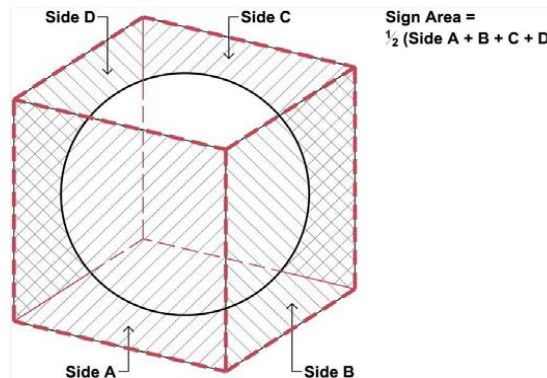


Illustration of sign area for sculptural non-planar signs.

(b) **Computation of Sign Height**

1. General

Sign height is measured as described below. The height of a sign shall include the highest point of the sign face area, with the supporting structure and/or any decorative elements dedicated or attached exclusively to the sign limited to 125% of the allowed sign height, unless approved as part of an Alternative Sign Plan per (K) of this Section.

2. Height Measurement

The vertical distance from the average grade of the ground or walkway immediately surrounding the sign to the highest point of the sign face area, or from the level of the average crown of the nearest abutting public street, alley or highway (other than a structurally elevated roadway) to the highest point of the sign face area, whichever measurement permits the greater elevation..

(5) **Construction Standards**

- (a) All signs shall comply with the appropriate provisions of the North Carolina Building Code, the National Electric Code, and this Section.
- (b) Signs shall be located in such a way that they maintain sufficient horizontal and vertical clearance of all overhead electrical conductors in accordance with National Electric Code specifications, provided that no sign, except governmental signs, shall be installed closer than ten feet horizontally or vertically from any conductor or public utility guy wire.

- (c) In no way shall a sign hinder or obstruct the visibility of the right-of-way, as defined by § 155.400(K) "Visibility at Intersections", either at intersections or points of ingress or egress from parking lots.
- (d) Signs and any associated structures shall match or exceed in quality the materials of the primary structure on a site. Signs should be integrated into the architectural style of the building and design of the site, and should complement the overall architectural style.
 - 1. All permanent signs shall be constructed of quality and permanent materials.
 - 2. No permanent sign shall be allowed if the materials are of a nature that it is reasonable to expect that the sign will fall into disrepair within a period of 5 years or less through natural weathering.
 - 3. Quality materials for permanent signs shall not include:
 - A. Unfinished wood, including unfinished posts or supports
 - B. Coroplast or other similar rigid, pan, vinyl or plastic backing, for wall signs or tenant identification signs
 - C. Painted signs

~~(e)~~4. Signs shall be constructed of a quality sign type.

- A. For purposes of determining the quality of a sign type, the following shall apply for wall signs, in order of highest quality to lowest quality: channel letter sign or similar individually mounted lettering, raceway-mounted lettering, decorative pan sign, cabinet sign, painted sign or vinyl or other lettering adhered directly to the wall.
- B. For purposes of determining the quality of a sign type, the following shall apply for freestanding and monument signs, in order of highest quality to lowest quality: monument sign, post sign, cabinet sign.

~~(f)~~~~(e)~~ Signs with a separate electric meter shall have the pedestal and meter completely screened from view, or be otherwise seamlessly hidden by or integrated into the design of the sign or structure. Approval of a sign plan or issuance of a sign permit for an illuminated sign does not necessarily constitute exemption from this criteria or screening requirements.

(6) Illumination

- (a) At a minimum, illumination of signs shall be limited to business hours when the business is open to the public and/or clients, or as otherwise restricted in this Section. This does not apply to Billboards.

- (b) Illuminated signs shall have no movement, including but not limited to flashing, blinking, or animation, except as allowed for Electronic Changeable Copy Signs in (11) of this Section, or as otherwise permitted as part of an Alternative Sign Plan in (K) of this Section.
- (c) At a minimum, illumination of signs in or within 50' of residential zoning districts is prohibited from the hours of 9:00PM to 7:00AM, or as otherwise restricted in this Section.
- (d) Internal illumination of signs is prohibited in mixed use zoning districts with conforming residential uses, and in and within 50' of residential zoning districts, unless approved as part of an Alternative Sign Plan (K).
- (e) Signs associated with a home occupation shall not be illuminated.
- (f) All wires and non-decorative lighting structures shall be camouflaged or reasonably hidden from view.

(7) Secondary Signs

- (a) Where signs are displayed on more than the primary side of a building, any secondary signs shall be no larger than the primary sign.
- (b) Secondary signs shall be consistent with the primary sign in content, type, construction, illumination, and materials.
- (c) A secondary sign shall only be allowed if a primary sign already exists.
- (d) A secondary sign shall only be allowed if it is consistent with the content, user, tenant, business, or activity of the primary sign.

(8) Windows and Translucent Doors

- (a) Primary windows and translucent doors located in first floor, non-residential storefronts shall not be obstructed, covered, or otherwise blocked so as to prohibit visibility from the outside for more than half of regular business hours.
- (b) Permanent coverings, which include but are not limited to signage, window tinting, reflective window treatments, window wraps, or window treatments, shall cover no more than 25% of the above surfaces.

(9) Decorative String Lighting

- (a) Exposed decorative string lighting shall be limited to a maximum bulb rating of 5 watts or less.

- (b) Decorative string lighting shall consist of single strands and run in any of the following configurations:
 - 1. Following the architectural features of a building, including doors, windows, awnings, or rooflines;
 - 2. Hung parallel or perpendicular to the architectural feature;
 - 3. Wrapped around columns, posts, or pillars on a building;
 - 4. Wrapped around existing on-site features such as landscaping, trees, or posts;
 - 5. Strung overhead in activated public and private alleys;
 - 6. Placed around, across, or as a way to define outdoor dining or outdoor seating areas.
- (c) Decorative string lighting shall be designed to create a constant glow and prevent glare.
- (d) The color of decorative string lighting shall be white light in the color temperature range of not less than 2,700 K and not exceeding 4,200 K, except as permitted during a holiday period as defined below:
 - 1. Colors beyond white are permitted for decorative string lighting between November 1 and January 15 of each year.
 - 2. Decorative string lighting of a different color than white must be removed, turned off, or changed back to an allowable shade of white no later than 10 days following the end of the holiday period.
- (e) All decorative string lighting must be maintained in proper working order, and must be replaced, turned off, or removed entirely if a portion of the string lighting is not in proper working order.
- (f) Decorative string lighting can be left on at all times to enhance the beautification and lighting of downtown, even outside of business hours.
- (g) Decorative string lighting must be securely and safely affixed to any structure or site feature.
- (h) Suggestions of movement such as flashing, blinking, flickering, neon or scrolling string or rope lighting, or lighting that changes in intensity or color is prohibited.
- ~~(b)~~(i) Lighting in shape of a sign, or spelling out the name or products of a business shall be prohibited.

(G) **SPECIFIC SIGN REGULATIONS**

Requirements additional to Section (F) "General Sign Regulations", for sign area, dimensions, placement, illumination, and other standards as necessary are described below. All signs must be located on-premises unless otherwise explicitly indicated.

(1) **Sign Color**

The Pantone Matching System (PMS) colors, vinyl manufacturer and numbers, or comparable industry standard of color identification shall be clearly indicated for each proposed sign when applying for a sign permit.

ARTICLE 4: GENERAL DEVELOPMENT STANDARDS

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§ 155.400 ACCESS

(A) PURPOSE AND INTENT

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

(B) ACCESS

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

§ 155.403 SIGNS

(A) PURPOSE AND INTENT

Signs are herein regulated in the interest of promoting traffic safety, safeguarding the public health, facilitating police and fire protection, preventing adverse community appearance, over-crowding of the land, and protecting the character of the area in which they are located. This Section is intended to establish requirements for the concentration, placement, height, bulk, and area of signs, while preserving community scenic, economic, and aesthetic values.

(B) PERMIT REQUIRED

Except as exempted in this Section and in accordance with §155.713, no sign may be erected, located, or altered in any manner until a sign permit (if necessary), and building permit if necessary, has been secured from the Planning Department.

(C) SIGN DEFINITIONS

A sign is described as any visual device or representation designed or used for the purpose of communicating a message or identifying a product, service, person, organization, business, or event, with the use of words or characters, visible from outside the premises on which such device is located. "Sign" is further defined in section §155.802 Defined Terms. Specific sign types are described below in further detail.

(1) Abandoned Sign

A sign which has not identified or advertised a current business, service, owner, product, or activity for a period of at least 360 days.

(2) Awning/Marquee/Canopy Sign

A sign which is attached flat to an awning, marquee, or canopy.

(3) Backlit Sign, (as it applies to Awnings, Marquees, and Canopies)

A awning, either fabric, plastic, or other material that is partially or wholly translucent, and allows lighting from behind to illuminate the part or whole of the awning, marquee, or canopy at night.

(4) Billboard

A structure used for the permanent display of off-premise advertising.

(5) Cabinet Sign

A sign in which a removable sign face (usually with translucent sign graphics which are illuminated from behind) is enclosed on all edges by a cabinet.

(6) **Clearance**

The distance above the walkway, or other surface if specified, to the bottom edge of a structure or sign. The term can also refer to a horizontal distance between two objects.

(7) **Changeable Copy Sign – Electronic**

A sign or portion thereof that displays non-pictorial, text information in which alphanumeric characters or symbols are defined by a small number of matrix elements using different combinations of light emitting diodes (LED's), fiber optics, light bulbs or other illumination devices within the display area. Electronic changeable copy signs include computer programmable, microprocessor controlled electronic displays. Electronic changeable copy signs include projected images or messages with these characteristics onto buildings or other objects.

(8) **Changeable Copy Sign – Manual**

A sign or portion thereof designed to accommodate frequent message changes composed of letters, characters, or illustrations and that can be changed or rearranged manually, without altering the face or surface of the sign.

(9) **Channel Letter Sign**

A sign consisting of fabricated or formed three-dimensional letters, individually applied to a wall or joined by a raceway. Channel letter signs are often internally illuminated. These signs may also include "bullets" or "taglines", which are smaller than and subordinate to the main sign letters, and function as small, irregularly shaped cabinets.

(10) **Deteriorated Sign**

Any sign which, together with its supports, braces, anchors, and other structural elements, is not maintained in accordance with the provisions of the North Carolina State Building Code, or where elements of the display area or panel are visibly cracked, broken, or discolored, or where the support structures or frame members are visibly corroded, bent, broken, torn, or dented, or where the message can no longer be read under normal viewing conditions.

(11) **Development Identification Sign – Non-residential**

A sign that identifies a non-residential development with multiple buildings. The sign may contain the name of the development, names of the tenants, or a combination of these components.

(12) **Development Identification Sign - Residential**

A sign that identifies a residential development such as a single family residential subdivision, apartments, or multi-family development.

(13) **Drive-thru Menu Board**

A sign displaying the bill of fare for a drive-thru restaurant.

(14) **Easel / Sandwich Board / A-Frame Sign**

An upright “A”-frame or “H”-frame structure used for displaying promotional information to the public.

(15) **Electronic Sign: Electronic Graphic or Video Display**

A sign or portion thereof that displays either static or moving pictorial images or graphics, with or without text information, defined by a small number of matrix elements using different combinations of light emitting diodes (LEDs), fiber optics, light bulbs or other electronic illumination devices within the display area. Electronic graphic or video display signs include computer programmable, microprocessor controlled electronic or digital displays, not including electronic changeable copy signs. Electronic graphic or video display signs include projected images or messages with these characteristics onto buildings or other objects.

(16) **Façade**

Generally known as the face of a building, especially the principal face. More specifically, this is that portion of any exterior elevation on the building extending from grade to top of the parapet, wall, or eaves, and the entire width of the building elevation. The primary façade is the side that includes the storefront and main entrance, or main public facing portion of a building.

(17) **Feather Sign, or Feather Flag**

A piece of cloth or similar material, typically elongated, oblong, and/or with a curved top or bottom edge, which is attached by two edges or one long, curving edge to a pole, and resembles a feather in shape. Generally, the sign is self-supporting (not attached to a building) and/or stuck into the ground in a temporary fashion, the flag is attached by a sleeve (and not by grommets or rope), and the entire sign is temporary in nature.

(18) **Fence Wrap**

Fence wraps, as defined by G.S. 160D-908, are exempt from this Ordinance as provided by G.S. 160D-908.

(19) **Flag, or Flag Sign**

A piece of cloth or similar material, typically rectangular, square, or triangular, which is attached by one edge to a pole or pole-mounted rope. More often than not, a flag is attached at distinct points, and not sleeved over the pole.

(20) **Flag Pole**

A straight pole used for flying a flag. A flag pole is a long, rigid structure, permanently mounted either vertically, horizontally, or angled, where one end is anchored and the other end displays one or more flags.

(21) **Flashing Sign**

Any sign whose artificial illumination is not kept constant in intensity at all times when in use and which exhibits changes in light, color, direction, or animation. This definition does not include Changeable Copy Signs or Electronic Signs which meet the requirements set forth herein.

(22) **Freestanding Sign**

A sign supported by a structure that is not itself part of a building.

(23) **Gas Balloon (or Balloon Sign)**

A lighter-than-air, gas-filled balloon, tethered in a fixed location, which may contain an advertisement message on its surface or attached to the balloon or its tether in any manner.

(24) **Hanging Sign**

A sign that is hanging from an awning, marquee or canopy.

(25) **Historic Sign**

A sign that is 50 years or older; particularly unique in character, design, or history; or part of the historic character of a business or building.

(26) **Illumination**

A source of artificial or reflected light, either directly illuminating a partially or wholly translucent material from a source of light incorporated inside a structure or sign, or indirectly from an artificial source outside of a structure or sign.

(27) **Illumination, Halo**

A sign using a 3-dimensional message, logo, etc., which is lit in such a way as to produce a halo effect. For the purposes of regulating total sign face area, the entirety of the area covered by the sign and the halo illumination shall be considered.

(28) **Inflatable Sign**

Signs that are inflated using air pressure.

(29) **Monument Sign**

A freestanding sign where the base of the sign is on the ground and is supported primarily by an internal structural framework or solid structural features other than support posts.

(30) **Obsolete Sign**

A sign whose message describes the availability of goods or services at a location where such goods and services are no longer available and have ceased to be available for a period of at least 60 days or, in the alternative, any sign whose content pertains to a time, event or purpose which has elapsed or expired.

(31) **Off-Premises Sign**

A sign which conveys information about a business, product, service, owner, or other activity not sold or offered on the premises on which the sign is located.

(32) **On-Premises Sign**

A sign which conveys information about a business, product, service, or other activity offered or sold at the premises on which the sign is located.

(33) **Pan Sign**

A flat sign where vinyl or other adhesive graphics are applied to a metal sheet or some other type of flat backing plate. Often these signs are rectangular and used above storefronts, taking the place of areas that might otherwise be channel letter or cabinet signs. Pan signs are not made of translucent materials and are externally illuminated, if they have illumination at all.

(34) **Personal Expression Sign**

An on-premises sign that expresses an opinion, interest, position, or other non-commercial message.

(35) **Pole Sign**

A sign mounted on a freestanding pole attached to the ground by a support structure having a ratio of greater than four to one sign width to narrowest width of support structure.

(36) **Portable Sign**

A sign that is not directly attached to the ground and is designed to be easily transportable.

(37) **Post Sign**

A freestanding sign permanently affixed to the ground by support posts and does not have a solid base.

(38) **Post and Arm Sign**

A sign supported by a single upright post, with a horizontal arm from which a sign is suspended.

(39) **Primary Building Identification Sign**

A sign communicating the generic or specific name of an entire building without communicating or advertising for a specific business, service, owner, or product housed therein.

(40) **Primary Side (of a Building)**

The face or façade of a building that generally occurs in association with the main storefront entrance.

(41) **Primary Sign**

Any sign generally occurring on the primary building façade or above or in association with the main storefront entrance.

(42) **Projecting Sign**

A sign fastened directly to and extending out from a building face or wall, so that the sign face is perpendicular to or at an angle to the building face or wall.

(43) **Roof Sign**

A sign that is mounted to a roof with an angle less than 75 degrees or a sign displayed above the highest point of the roofline on a pitched roof or the parapet wall on a flat roof.

(44) **Secondary Sign**

Any sign not occurring on the primary side of a building.

(45) **Snipe Sign**

A sign tacked, nailed, posted, pasted, glued, or otherwise attached to trees, poles, stakes, fences, public benches, trash cans, streetlights, or other objects, or placed on any public property or in the public right of way or on any private property without the permission of the property owner. May also be known as a “bandit sign”.

(46) Decorative String Lighting

Lighting, either constant, flashing, or intermittent, arranged in a line, string, or rope, applied to the exterior of a building, or on the interior of a building attached to externally oriented architectural features such as windows or doors.

(47) Tenant Identification Sign

An exterior sign that identifies tenants of a single building, such as a multi-family residential building or a multi-tenant, non-residential commercial building, where access to each tenant is provided internally, via a shared external entrance. The sign may contain the name of the development, names of the tenants, suite number or address of each tenant, or a combination of these components. Tenant identification signs are designed to the pedestrian scale, located on or to the side of the shared external entrance, and are generally readable at a distance of less than 10-15 feet.

(48) Temporary Signs

A sign that is not intended or designed for permanent display.

(49) Wall/Fascia Sign

A sign adhered to, attached to or mounted away from but parallel to the building wall.

(50) Windblown Sign

Any sign composed of a banner, flag, pennant, or other objects, mounted and fastened in such a manner as to move upon being subjected to pressure by air pressure, wind, or breeze.

(51) Window / Door Sign

A sign attached to the inside or outside of a window or door, or displayed behind a window.

(D) EXEMPTIONS

The following signs (known as “Exempt Signs”) shall not be subject to a Sign Permit application per §155.713 “Sign Permit”, with regulation hereunder. Exempt Signs shall not count toward the total allowed sign face area on a site, unless otherwise noted below. Exempt Signs shall still be governed by the General Sign Regulations and Specific Sign Regulations, including dimensional standards of each individual sign type, except as otherwise noted below:

- (1) Signs erected by, on behalf of, or pursuant to the authorization of a governmental body.
- (2) Personal expression signs of any sign type, including flags, provided that they do not exceed 4 square feet in area per side, are non-commercial in nature, and are non-illuminated. The maximum number of personal expression signs per lot is two.
- (3) Flags, pennants, or insignia of any governmental or non-governmental organization, when not displayed in connection with a commercial promotion or as an advertising device provided that the following criteria are met:
 - (a) Flags and flagpoles are not located within any public right-of-way, and must meet the setback requirements of the zoning district, as well as the setbacks described in “Flags” (G)(15) of this Section;
 - (b) Flags and flagpoles do not extend more than 25’ above the ground;
 - (c) No more than 2 flags per lot in residential districts, and no more than 3 flags per lot in all other districts;
 - (d) Maximum size per flag is 24 square feet in residential districts and 40 square feet in all other districts;
 - (e) Illumination is permitted so long as it is not brighter than the light produced by a 100W incandescent bulb, and shines directly up at the flag.
 - (f) Only one exempt flag pole is permitted per lot; this counts toward the total number of permitted flag poles on a site.
 - (g) If the above criteria are not met, or if the flag contains commercial messaging, then the flag shall require a sign permit and shall be regulated according to the General Sign Regulations and Specific Sign Regulations for that sign type.
- (4) Miscellaneous informational signs. The following types of miscellaneous informational signs shall be exempt from sign permit requirements:
 - (a) Informational signs appearing on gasoline pumps, such as the names of grades of fuel and prices and conditions relating to prices (i.e. full or self-service).
 - (b) Signs appearing on vending boxes, provided they do not project more than 12 inches above or past the sides of the vending box, and no more than a total of 80 square feet of signage exists on each vending box. Vending boxes that stand apart from the primary structure on a site shall be considered as accessory structures, and shall require sign permits as regulated by General and Specific Sign Regulations, of this Section.
 - (c) Directional signs less than 4 square feet appearing on or adjacent to entry doors such as PUSH, PULL, OPEN, and/or CLOSED, as regulated by (G)(3) “Window / Door Signs”, and a maximum of two signs are allowed per entry door.

- (d) "Open" or "closed" signs that are turned on or displayed only during business hours, provided they are less than 4 square feet and only one may be displayed per storefront or façade.
 - (e) Signs appearing on display windows or doors denoting hours of operation, credit cards accepted, payment options, and similar information, provided they cover less than 2 square feet, only one sign is allowed per façade or entrance, and these signs are also in conformance with other applicable regulations from (G)(3) "Window / Door Signs".
 - (f) Information pertaining to the operating instructions of vending machines and automatic teller machines, including bank logos on the face of ATM machines, provided they do not project more than 12 inches above or to the sides of the vending box or machine housing.
 - (g) Signs providing directions or guiding traffic on private property that do not exceed four square feet in size or four feet in height each, and do not contain a business name, logo, or an advertising message.
 - (h) Signs internal to a large campus or multi-building development that are not visible from the public right-of-way or public realm.
- (5) Signs painted on or otherwise permanently attached to currently licensed motor vehicles that are not primarily used for or strategically parked to be used as a sign.
 - (6) Signs not exceeding four square feet in size that are customarily associated with residential use and that are not of a commercial nature, such as signs giving names of occupants, signs on mailboxes and paper tubes, and signs posted on private property relating to private parking or warning the public against trespassing or danger from animals.
 - (7) "Yard sale" signs displayed at the location of the yard sale, not exceeding four square feet in area, and not used in connection with any continuous commercial activity. Yard Sale Signs are further regulated in Section (16) "Temporary Signs".
 - (8) Signs containing the message that the real estate on which the sign is located is for sale, lease, or rent, together with information identifying the owner or agent, provided that such signage meets the standards of Table 4-8 "Real Estate Sign Standards". Such signage may have a maximum of two sides, shall be non-illuminated, and shall be removed within 15 days after sale, lease, or rental. Only one sign on each street frontage may be erected, but on lots having a street frontage in excess of 400 feet, a second sign not exceeding nine square feet in size per side may be erected. Feather or windblown signs shall not be permitted as real estate signs, per Section (E) of this Article.
 - (9) Fence wraps as defined and regulated by G.S. 160D-908.

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TABLE 4-8: REAL ESTATE SIGN STANDARDS

Nonresidential or Mixed Use Property		
Acreage	Maximum sign face area	Maximum Height
Less than two acres	16 square feet per side	Six feet
Greater than two acres	32 square feet per side	Six feet
Residential Property		
Acreage	Maximum sign face area	Maximum Height
Less than one acre	Six square feet per side	Six feet
One - Five acres	Nine square feet per side	Six feet
Five – 20 acres	16 square feet per side	Six feet
Greater than 20 acres	32 square feet per side	Six feet

- (10) Displays, including lighting, flags (less than 12 square feet total area), and inflatables, erected in connection with the observance of holidays that do not bear an advertising message. The holiday period above is defined as the period between November 1st and January 15th each year. Such displays shall be removed within ten days following the holiday period. Decorative String Lighting may be used in connection with the observance of holidays in accordance with Section 155.403(F)(9), Decorative String Lighting.
- (11) Any lighting, including string or rope lighting, on the interior of a building and not attached to externally oriented architectural features, is not considered signage or decorative string lighting.
- (12) Sign face plate changes, provided that it meets the applicable criteria of General and Specific Sign Regulations and other applicable portions of this Article.
- (13) Window and door signs, provided that these signs conform to the Specific Sign Regulations (§155.403(G)(3)), and such signage shall count toward the total allowed sign face area and number of signs on a site.
- (14) Easel / Sandwich Boards / A-Frames, provided that these signs conform to the Specific Sign Regulations (§155.403(G)(7)), and such signage shall count toward the total allowed sign face area and number of signs on a site.
- (15) Menu Displays

Restaurants and other food- or beverage- selling businesses where consumption occurs on-site may display a menu or list of daily specials on the wall adjacent to their main and

secondary entrances provided that it is not larger than the actual printed menu available inside the establishment and is housed in a decorative frame.

(16) Legal notices

(17) Historic signs, provided

(a) the Planning Director determines the sign meets the following criteria:

1. The sign is 50 years or older; or
2. The sign is particularly unique in character, design, or history; or
3. The sign is a part of the historic character of a building, business, or district; and
4. The sign is kept in good, working order.

(b) Historic signs shall not count toward the total allowable sign face area for a site.

(18) Tenant identification signs, which shall count toward the total signage allowed on a site.

(E) **SIGNS PROHIBITED**

The following signs are expressly prohibited within all zoning districts:

- (1) Abandoned signs or obsolete signs.
- (2) Backlit Awnings, Marquees, or Canopies, unless part of an approved Alternative Sign Plan.
- (3) Portable signs, including any signs painted on or displayed on vehicles or trailers parked or located for the primary purpose of displaying that sign, except Easel / Sandwich Board / A-Frame Signs located on the ground as regulated herein.
- (4) Roof signs.
- (5) Cabinet signs of any shape, attached to a building wall or roof, except that portion that is a federally or state registered trademark. State or federally registered trademarks used in this fashion require a sign permit (per §155.713 "Sign Permit") and are allowed one per tenant per façade, up to a maximum size of 12 square feet.
- (6) Inflatable signs, with the exception of those erected in connection with the observance of holidays and do not bear an advertising message as described in D(8) of this Section.
- (7) Any sign or device set into motion by mechanical, electrical, or other means, except barber poles and those regulated in (G)(11) "Electronic Changeable Copy Sign / Electronic Sign" of this Section.

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- (8) Flashing Signs, including but not limited to any sign or device displaying flashing or intermittent lights, lights of changing degrees or intensity, or animation. This includes electronic video display signs. However, Electronic Changeable Copy Signs / Electronic Signs are permitted, as regulated in (G)(11) of this Section.
 - (9) String lighting that is not explicitly associated with the traditional observance of a holiday and regulated by the conditions of (D)(10) under “Exemptions” or permitted in Section 155.403(F)(9), Decorative String Lighting.
 - (10) Any sign which is a copy or imitation of an official sign, or which purports to have official status.
 - (11) Off-premises signs not specifically regulated herein, including but not limited to billboards.
 - (12) Snipe signs.
 - (13) Temporary product/promotional advertisement signs that are hung on, attached to or placed over a permanent fixture including but not limited to a light pole, tree, fence or bollard, whether on or off-premises, unless approved as part of a Temporary Sign Permit.
 - (14) Pole signs.
 - (15) Signs mounted inside a window or on a wall directly behind a window, and/or otherwise visible from outside the building that are not accounted for or do not meet the criteria of (G)(3) “Window / Door Signs”.
 - (16) Signs displayed in secondary windows not located on the first floor or in secondary windows not located in the primary building façade or a storefront entrance, unless as part of an Alternative Sign Plan.
 - (17) Signs or murals of a commercial nature painted directly onto a wall or other building surface or structure, unless as part of an Alternative Sign Plan.
 - (18) Windblown signs, except those exempted in Exemptions (found in (D)(2) and (3) of this Section), part of an approved Flag Sign ((G)(15) of this Section, or those allowed as part of a Temporary Sign Permit in accordance with §155.713 (F).
 - (19) Any sign, other than those described in (D)(4)(g) of this Section, that is stenciled, painted, projected, or otherwise displayed on the ground, sidewalk, or pavement, unless as part of an Alternative Sign Plan.

(F) **GENERAL SIGN REGULATIONS**

(1) **Signs Located in Overlay Districts**

Signs located within an Overlay District are subject to the provisions of this Section, except that regulations within § 155.204 “Overlay Districts” shall supersede and may be either more

or less restrictive than the regulations for signs contained in this Section, unless permitted as an Alternative Sign Plan per (K) of this Section.

(2) **Signs Located as Part of a Home Occupation**

Signs erected in connection with a home occupation pursuant to § 155.308(C)(2) are subject to the provisions of this Section, except that regulations within § 155.308(C)(2) shall supersede and may be either more or less restrictive than the regulations for signs contained in this Section, unless permitted as an Alternative Sign Plan per (K) of this Section. Signs erected in connection with a home occupation shall not be illuminated.

(3) **Total Allowable Sign Face Area**

- (a) The total square footage of allowable sign face area permitted on any site shall be calculated by multiplying the amount of linear lot frontage or building frontage (in feet) by 1.25. The total allowable sign face area for any site shall not exceed this calculation (as shown below).

$$\text{Total allowable sign face area (in square feet)} = \text{Linear frontage (feet)} \times 1.25$$

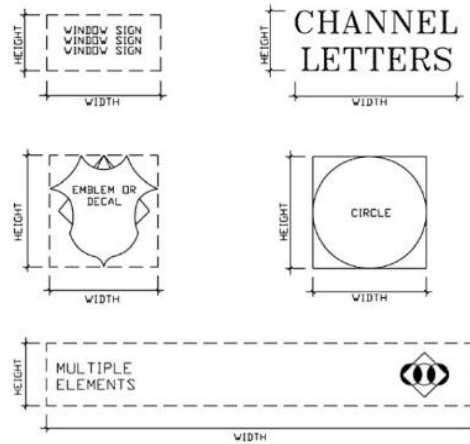
On lots with frontage on more than one street, the longest frontage may be used to calculate the total allowable sign face area.

- (b) In addition, the total area and specific area of allowable sign face area permitted on a sign or site shall be governed by the sign type criteria for each specific sign type (as described below in Section (G) "Specific Sign Regulations").

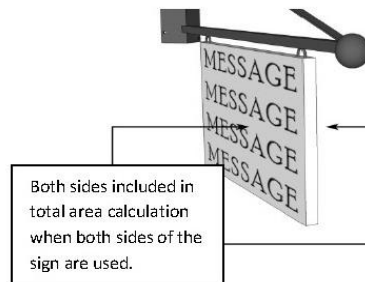
(4) **Computation of Sign Measurements**

(a) ***Computation of Sign Face Area***

1. The area of a sign, otherwise known as sign face area, is measured by finding the area of the minimum imaginary rectangle or square, aligned parallel to the horizon which fully encloses all sign words, symbol, copy, or message, including any material or color forming the sign face or background used to differentiate the sign from the structure against which it is placed. Sign face area does not include any supporting framework or bracing, unless it is part of the message or sign face, or otherwise functions as an attention-attracting device.



2. Where a sign has two or more faces, the area of all faces shall be included in determining the area of the sign, unless otherwise specified.



3. The sign face area of free-form or sculptural (non-planar) signs is calculated as fifty percent of the sum of the area of the four vertical sides of the smallest cube that will encompass the sign.

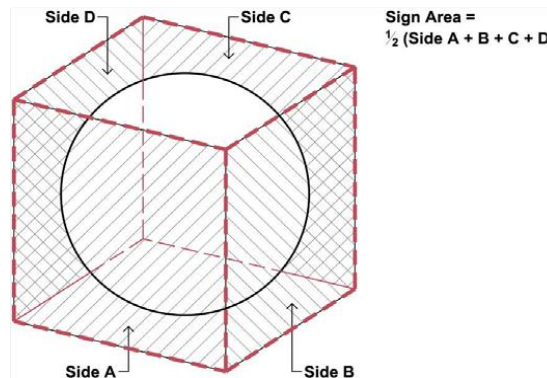


Illustration of sign area for sculptural non-planar signs.

(b) **Computation of Sign Height**

1. General

Sign height is measured as described below. The height of a sign shall include the highest point of the sign face area, with the supporting structure and/or any decorative elements dedicated or attached exclusively to the sign limited to 125% of the allowed sign height, unless approved as part of an Alternative Sign Plan per (K) of this Section.

2. Height Measurement

The vertical distance from the average grade of the ground or walkway immediately surrounding the sign to the highest point of the sign face area, or from the level of the average crown of the nearest abutting public street, alley or highway (other than a structurally elevated roadway) to the highest point of the sign face area, whichever measurement permits the greater elevation..

(5) **Construction Standards**

- (a) All signs shall comply with the appropriate provisions of the North Carolina Building Code, the National Electric Code, and this Section.
- (b) Signs shall be located in such a way that they maintain sufficient horizontal and vertical clearance of all overhead electrical conductors in accordance with National Electric Code specifications, provided that no sign, except governmental signs, shall be installed closer than ten feet horizontally or vertically from any conductor or public utility guy wire.

- (c) In no way shall a sign hinder or obstruct the visibility of the right-of-way, as defined by § 155.400(K) "Visibility at Intersections", either at intersections or points of ingress or egress from parking lots.
 - (d) Signs and any associated structures shall match or exceed in quality the materials of the primary structure on a site. Signs should be integrated into the architectural style of the building and design of the site, and should complement the overall architectural style.
 - 1. All permanent signs shall be constructed of quality and permanent materials.
 - 2. No permanent sign shall be allowed if the materials are of a nature that it is reasonable to expect that the sign will fall into disrepair within a period of 5 years or less through natural weathering.
 - 3. Quality materials for permanent signs shall not include:
 - A. Unfinished wood, including unfinished posts or supports
 - B. Coroplast or other similar rigid, pan, vinyl or plastic backing, for wall signs or tenant identification signs
 - C. Painted signs
 - 4. Signs shall be constructed of a quality sign type.
 - A. For purposes of determining the quality of a sign type, the following shall apply for wall signs, in order of highest quality to lowest quality: channel letter sign or similar individually mounted lettering, raceway-mounted lettering, decorative pan sign, cabinet sign, painted sign or vinyl or other lettering adhered directly to the wall.
 - B. For purposes of determining the quality of a sign type, the following shall apply for freestanding and monument signs, in order of highest quality to lowest quality: monument sign, post sign, cabinet sign.
 - (e) Signs with a separate electric meter shall have the pedestal and meter completely screened from view, or be otherwise seamlessly hidden by or integrated into the design of the sign or structure. Approval of a sign plan or issuance of a sign permit for an illuminated sign does not necessarily constitute exemption from this criteria or screening requirements.
- (6) **Illumination**
- (a) At a minimum, illumination of signs shall be limited to business hours when the business is open to the public and/or clients, or as otherwise restricted in this Section. This does not apply to Billboards.

- (b) Illuminated signs shall have no movement, including but not limited to flashing, blinking, or animation, except as allowed for Electronic Changeable Copy Signs in (11) of this Section, or as otherwise permitted as part of an Alternative Sign Plan in (K) of this Section.
 - (c) At a minimum, illumination of signs in or within 50' of residential zoning districts is prohibited from the hours of 9:00PM to 7:00AM, or as otherwise restricted in this Section.
 - (d) Internal illumination of signs is prohibited in mixed use zoning districts with conforming residential uses, and in and within 50' of residential zoning districts, unless approved as part of an Alternative Sign Plan (K).
 - (e) Signs associated with a home occupation shall not be illuminated.
 - (f) All wires and non-decorative lighting structures shall be camouflaged or reasonably hidden from view.
- (7) **Secondary Signs**
- (a) Where signs are displayed on more than the primary side of a building, any secondary signs shall be no larger than the primary sign.
 - (b) Secondary signs shall be consistent with the primary sign in content, type, construction, illumination, and materials.
 - (c) A secondary sign shall only be allowed if a primary sign already exists.
 - (d) A secondary sign shall only be allowed if it is consistent with the content, user, tenant, business, or activity of the primary sign.
- (8) **Windows and Translucent Doors**
- (a) Primary windows and translucent doors located in first floor, non-residential storefronts shall not be obstructed, covered, or otherwise blocked so as to prohibit visibility from the outside for more than half of regular business hours.
 - (b) Permanent coverings, which include but are not limited to signage, window tinting, reflective window treatments, window wraps, or window treatments, shall cover no more than 25% of the above surfaces.
- (9) **Decorative String Lighting**
- (a) Exposed decorative string lighting shall be limited to a maximum bulb rating of 5 watts or less.
 - (b) Decorative string lighting shall consist of single strands and run in any of the following configurations:

1. Following the architectural features of a building, including doors, windows, awnings, or rooflines;
 2. Hung parallel or perpendicular to the architectural feature;
 3. Wrapped around columns, posts, or pillars on a building;
 4. Wrapped around existing on-site features such as landscaping, trees, or posts;
 5. Strung overhead in activated public and private alleys;
 6. Placed around, across, or as a way to define outdoor dining or outdoor seating areas.
- (c) Decorative string lighting shall be designed to create a constant glow and prevent glare.
- (d) The color of decorative string lighting shall be white light in the color temperature range of not less than 2,700 K and not exceeding 4,200 K, except as permitted during a holiday period as defined below:
1. Colors beyond white are permitted for decorative string lighting between November 1 and January 15 of each year.
 2. Decorative string lighting of a different color than white must be removed, turned off, or changed back to an allowable shade of white no later than 10 days following the end of the holiday period.
- (e) All decorative string lighting must be maintained in proper working order, and must be replaced, turned off, or removed entirely if a portion of the string lighting is not in proper working order.
- (f) Decorative string lighting can be left on at all times to enhance the beautification and lighting of downtown, even outside of business hours.
- (g) Decorative string lighting must be securely and safely affixed to any structure or site feature.
- (h) Suggestions of movement such as flashing, blinking, flickering, neon or scrolling string or rope lighting, or lighting that changes in intensity or color is prohibited.
- (i) Lighting in shape of a sign, or spelling out the name or products of a business shall be prohibited.

(G) **SPECIFIC SIGN REGULATIONS**

Requirements additional to Section (F) “General Sign Regulations”, for sign area, dimensions, placement, illumination, and other standards as necessary are described below. All signs must be located on-premises unless otherwise explicitly indicated.

(1) **Sign Color**

The Pantone Matching System (PMS) colors, vinyl manufacturer and numbers, or comparable industry standard of color identification shall be clearly indicated for each proposed sign when applying for a sign permit.

TOWN OF CLAYTON
ORDINANCE AMENDMENT
CONSISTENCY STATEMENT

[2023-51-OA Sign Ordinance-String Lighting Text Amendment]

The Town Council of the Town of Clayton hereby states:

Section 1: The above referenced ordinance amendment IS APPROVED.

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

The Comprehensive Growth Plan 2045, specifically:

- Goal LU2: Provide a sense of place and enhance aesthetics along major corridors and in new developments.
- Strategy DT1.1.1: Continue to use the Unified Development Code (UDC) to set standards for the design of development and consider modifications to encourage flexibility while preserving the character of different parts of Downtown.

The requested ordinance amendment is consistent with the above referenced goals from the Comprehensive Growth Plan 2045. The proposed amendment seeks to modify the UDC Sections 155.403 – Signs, subsections (A) through (F). The proposed amendments seek to allow use of decorative string lighting and further define the term “holiday period” in the UDC.

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

that the ordinance amendment is consistent with Chapter 155 of the Town of Clayton’s Code of Ordinances and the Comprehensive Growth Plan 2045.

**TOWN OF CLAYTON
AMENDMENT TO THE CODE OF ORDINANCES
AMENDING CHAPTER 155**

BE IT HEREBY ADOPTED THAT THE TOWN COUNCIL FOR THE TOWN OF CLAYTON, NORTH CAROLINA, amends the Clayton Code of Ordinances Chapters 155.403(A) through 155.403(F) to read as follows:

155.403 SIGNS

(A) PURPOSE AND INTENT

Signs are herein regulated in the interest of promoting traffic safety, safeguarding the public health, facilitating police and fire protection, preventing adverse community appearance, over-crowding of the land, and protecting the character of the area in which they are located. This Section is intended to establish requirements for the concentration, placement, height, bulk, and area of signs, while preserving community scenic, economic, and aesthetic values.

(B) PERMIT REQUIRED

Except as exempted in this Section and in accordance with §155.713, no sign may be erected, located, or altered in any manner until a sign permit (if necessary), and building permit if necessary, has been secured from the Planning Department.

(C) SIGN DEFINITIONS

A sign is described as any visual device or representation designed or used for the purpose of communicating a message or identifying a product, service, person, organization, business, or event, with the use of words or characters, visible from outside the premises on which such device is located. "Sign" is further defined in section §155.802 Defined Terms. Specific sign types are described below in further detail.

(1) Abandoned Sign

A sign which has not identified or advertised a current business, service, owner, product, or activity for a period of at least 360 days.

(2) Awning/Marquee/Canopy Sign

A sign which is attached flat to an awning, marquee, or canopy.

(3) Backlit Sign, (as it applies to Awnings, Marquees, and Canopies)

An awning, either fabric, plastic, or other material that is partially or wholly translucent, and allows lighting from behind to illuminate the part or whole of the awning, marquee, or canopy at night.

(4) Billboard

A structure used for the permanent display of off-premise advertising.

(5) Cabinet Sign

A sign in which a removable sign face (usually with translucent sign graphics which are illuminated from behind) is enclosed on all edges by a cabinet.

- (6) **Clearance**
The distance above the walkway, or other surface if specified, to the bottom edge of a structure or sign. The term can also refer to a horizontal distance between two objects.
- (7) **Changeable Copy Sign – Electronic**
A sign or portion thereof that displays non-pictorial, text information in which alphanumeric characters or symbols are defined by a small number of matrix elements using different combinations of light emitting diodes (LED's), fiber optics, light bulbs or other illumination devices within the display area. Electronic changeable copy signs include computer programmable, microprocessor controlled electronic displays. Electronic changeable copy signs include projected images or messages with these characteristics onto buildings or other objects.
- (8) **Changeable Copy Sign – Manual**
A sign or portion thereof designed to accommodate frequent message changes composed of letters, characters, or illustrations and that can be changed or rearranged manually, without altering the face or surface of the sign.
- (9) **Channel Letter Sign**
A sign consisting of fabricated or formed three-dimensional letters, individually applied to a wall or joined by a raceway. Channel letter signs are often internally illuminated. These signs may also include “bullets” or “taglines”, which are smaller than and subordinate to the main sign letters, and function as small, irregularly shaped cabinets.
- (10) **Deteriorated Sign**
Any sign which, together with its supports, braces, anchors, and other structural elements, is not maintained in accordance with the provisions of the North Carolina State Building Code, or where elements of the display area or panel are visibly cracked, broken, or discolored, or where the support structures or frame members are visibly corroded, bent, broken, torn, or dented, or where the message can no longer be read under normal viewing conditions.
- (11) **Development Identification Sign – Non-residential**
A sign that identifies a non-residential development with multiple buildings. The sign may contain the name of the development, names of the tenants, or a combination of these components.
- (12) **Development Identification Sign - Residential**
A sign that identifies a residential development such as a single family residential subdivision, apartments, or multi-family development.
- (13) **Drive-thru Menu Board**
A sign displaying the bill of fare for a drive-thru restaurant.
- (14) **Easel / Sandwich Board / A-Frame Sign**
An upright “A”-frame or “H”-frame structure used for displaying promotional information to the public.
- (15) **Electronic Sign: Electronic Graphic or Video Display**
A sign or portion thereof that displays either static or moving pictorial images or graphics, with or without text information, defined by a small number of matrix elements using different combinations of light emitting diodes (LEDs), fiber optics, light bulbs or other electronic illumination devices within the display area. Electronic graphic or video display signs include computer programmable, microprocessor controlled electronic or digital displays, not including electronic changeable copy signs. Electronic graphic or video display signs include projected images or messages with these characteristics onto buildings or other objects.

- (16) **Façade**
Generally known as the face of a building, especially the principal face. More specifically, this is that portion of any exterior elevation on the building extending from grade to top of the parapet, wall, or eaves, and the entire width of the building elevation. The primary façade is the side that includes the storefront and main entrance, or main public facing portion of a building.
- (17) **Feather Sign, or Feather Flag**
A piece of cloth or similar material, typically elongated, oblong, and/or with a curved top or bottom edge, which is attached by two edges or one long, curving edge to a pole, and resembles a feather in shape. Generally, the sign is self-supporting (not attached to a building) and/or stuck into the ground in a temporary fashion, the flag is attached by a sleeve (and not by grommets or rope), and the entire sign is temporary in nature.
- (18) **Fence Wrap**
Fence wraps, as defined by G.S. 160D-908, are exempt from this Ordinance as provided by G.S. 160D-908.
- (19) **Flag, or Flag Sign**
A piece of cloth or similar material, typically rectangular, square, or triangular, which is attached by one edge to a pole or pole-mounted rope. More often than not, a flag is attached at distinct points, and not sleeved over the pole.
- (20) **Flag Pole**
A straight pole used for flying a flag. A flag pole is a long, rigid structure, permanently mounted either vertically, horizontally, or angled, where one end is anchored and the other end displays one or more flags.
- (21) **Flashing Sign**
Any sign whose artificial illumination is not kept constant in intensity at all times when in use and which exhibits changes in light, color, direction, or animation. This definition does not include Changeable Copy Signs or Electronic Signs which meet the requirements set forth herein.
- (22) **Freestanding Sign**
A sign supported by a structure that is not itself part of a building.
- (23) **Gas Balloon (or Balloon Sign)**
A lighter-than-air, gas-filled balloon, tethered in a fixed location, which may contain an advertisement message on its surface or attached to the balloon or its tether in any manner.
- (24) **Hanging Sign**
A sign that is hanging from an awning, marquee or canopy.
- (25) **Historic Sign**
A sign that is 50 years or older; particularly unique in character, design, or history; or part of the historic character of a business or building.
- (26) **Illumination**
A source of artificial or reflected light, either directly illuminating a partially or wholly translucent material from a source of light incorporated inside a structure or sign, or indirectly from an artificial source outside of a structure or sign.

- (27) **Illumination, Halo**
A sign using a 3-dimensional message, logo, etc., which is lit in such a way as to produce a halo effect. For the purposes of regulating total sign face area, the entirety of the area covered by the sign and the halo illumination shall be considered.
- (28) **Inflatable Sign**
Signs that are inflated using air pressure.
- (29) **Monument Sign**
A freestanding sign where the base of the sign is on the ground and is supported primarily by an internal structural framework or solid structural features other than support posts.
- (30) **Obsolete Sign**
A sign whose message describes the availability of goods or services at a location where such goods and services are no longer available and have ceased to be available for a period of at least 60 days or, in the alternative, any sign whose content pertains to a time, event or purpose which has elapsed or expired.
- (31) **Off-Premises Sign**
A sign which conveys information about a business, product, service, owner, or other activity not sold or offered on the premises on which the sign is located.
- (32) **On-Premises Sign**
A sign which conveys information about a business, product, service, or other activity offered or sold at the premises on which the sign is located.
- (33) **Pan Sign**
A flat sign where vinyl or other adhesive graphics are applied to a metal sheet or some other type of flat backing plate. Often these signs are rectangular and used above storefronts, taking the place of areas that might otherwise be channel letter or cabinet signs. Pan signs are not made of translucent materials and are externally illuminated, if they have illumination at all.
- (34) **Personal Expression Sign**
An on-premises sign that expresses an opinion, interest, position, or other non-commercial message.
- (35) **Pole Sign**
A sign mounted on a freestanding pole attached to the ground by a support structure having a ratio of greater than four to one sign width to narrowest width of support structure.
- (36) **Portable Sign**
A sign that is not directly attached to the ground and is designed to be easily transportable.
- (37) **Post Sign**
A freestanding sign permanently affixed to the ground by support posts and does not have a solid base.
- (38) **Post and Arm Sign**
A sign supported by a single upright post, with a horizontal arm from which a sign is suspended.
- (39) **Primary Building Identification Sign**
A sign communicating the generic or specific name of an entire building without communicating or advertising for a specific business, service, owner, or product housed therein.
- (40) **Primary Side (of a Building)**
The face or façade of a building that generally occurs in association with the main storefront entrance.

- (41) **Primary Sign**
Any sign generally occurring on the primary building façade or above or in association with the main storefront entrance.
- (42) **Projecting Sign**
A sign fastened directly to and extending out from a building face or wall, so that the sign face is perpendicular to or at an angle to the building face or wall.
- (43) **Roof Sign**
A sign that is mounted to a roof with an angle less than 75 degrees or a sign displayed above the highest point of the roofline on a pitched roof or the parapet wall on a flat roof.
- (44) **Secondary Sign**
Any sign not occurring on the primary side of a building.
- (45) **Snipe Sign**
A sign tacked, nailed, posted, pasted, glued, or otherwise attached to trees, poles, stakes, fences, public benches, trash cans, streetlights, or other objects, or placed on any public property or in the public right of way or on any private property without the permission of the property owner. May also be known as a “bandit sign”.
- (46) **Decorative String Lighting**
Lighting, either constant, flashing, or intermittent, arranged in a line, string, or rope, applied to the exterior of a building, or on the interior of a building attached to externally oriented architectural features such as windows or doors.
- (47) **Tenant Identification Sign**
An exterior sign that identifies tenants of a single building, such as a multi-family residential building or a multi-tenant, non-residential commercial building, where access to each tenant is provided internally, via a shared external entrance. The sign may contain the name of the development, names of the tenants, suite number or address of each tenant, or a combination of these components. Tenant identification signs are designed to the pedestrian scale, located on or to the side of the shared external entrance, and are generally readable at a distance of less than 10-15 feet.
- (48) **Temporary Signs**
A sign that is not intended or designed for permanent display.
- (49) **Wall/Fascia Sign**
A sign adhered to, attached to or mounted away from but parallel to the building wall.
- (50) **Windblown Sign**
Any sign composed of a banner, flag, pennant, or other objects, mounted and fastened in such a manner as to move upon being subjected to pressure by air pressure, wind, or breeze.
- (51) **Window / Door Sign**
A sign attached to the inside or outside of a window or door, or displayed behind a window.

(D) **EXEMPTIONS**

The following signs (known as “Exempt Signs”) shall not be subject to a Sign Permit application per §155.713 “Sign Permit”, with regulation hereunder. Exempt Signs shall not count toward the total allowed sign face area on a site, unless otherwise noted below. Exempt Signs shall still be governed by the General Sign Regulations

and Specific Sign Regulations, including dimensional standards of each individual sign type, except as otherwise noted below:

- (1) Signs erected by, on behalf of, or pursuant to the authorization of a governmental body.
- (2) Personal expression signs of any sign type, including flags, provided that they do not exceed 4 square feet in area per side, are non-commercial in nature, and are non-illuminated. The maximum number of personal expression signs per lot is two.
- (3) Flags, pennants, or insignia of any governmental or non-governmental organization, when not displayed in connection with a commercial promotion or as an advertising device provided that the following criteria are met:
 - (a) Flags and flagpoles are not located within any public right-of-way, and must meet the setback requirements of the zoning district, as well as the setbacks described in “Flags” (G)(15) of this Section;
 - (b) Flags and flagpoles do not extend more than 25’ above the ground;
 - (c) No more than 2 flags per lot in residential districts, and no more than 3 flags per lot in all other districts;
 - (d) Maximum size per flag is 24 square feet in residential districts and 40 square feet in all other districts;
 - (e) Illumination is permitted so long as it is not brighter than the light produced by a 100W incandescent bulb, and shines directly up at the flag.
 - (f) Only one exempt flag pole is permitted per lot; this counts toward the total number of permitted flag poles on a site.
 - (g) If the above criteria are not met, or if the flag contains commercial messaging, then the flag shall require a sign permit and shall be regulated according to the General Sign Regulations and Specific Sign Regulations for that sign type.
- (4) Miscellaneous informational signs. The following types of miscellaneous informational signs shall be exempt from sign permit requirements:
 - (a) Informational signs appearing on gasoline pumps, such as the names of grades of fuel and prices and conditions relating to prices (i.e. full or self-service).
 - (b) Signs appearing on vending boxes, provided they do not project more than 12 inches above or past the sides of the vending box, and no more than a total of 80 square feet of signage exists on each vending box. Vending boxes that stand apart from the primary structure on a site shall be considered as accessory structures, and shall require sign permits as regulated by General and Specific Sign Regulations, of this Section.
 - (c) Directional signs less than 4 square feet appearing on or adjacent to entry doors such as PUSH, PULL, OPEN, and/or CLOSED, as regulated by (G)(3) “Window / Door Signs”, and a maximum of two signs are allowed per entry door.
 - (d) “Open” or “closed” signs that are turned on or displayed only during business hours, provided they are less than 4 square feet and only one may be displayed per storefront or façade.

- (e) Signs appearing on display windows or doors denoting hours of operation, credit cards accepted, payment options, and similar information, provided they cover less than 2 square feet, only one sign is allowed per façade or entrance, and these signs are also in conformance with other applicable regulations from (G)(3) "Window / Door Signs".
 - (f) Information pertaining to the operating instructions of vending machines and automatic teller machines, including bank logos on the face of ATM machines, provided they do not project more than 12 inches above or to the sides of the vending box or machine housing.
 - (g) Signs providing directions or guiding traffic on private property that do not exceed four square feet in size or four feet in height each, and do not contain a business name, logo, or an advertising message.
 - (h) Signs internal to a large campus or multi-building development that are not visible from the public right-of-way or public realm.
- (5) Signs painted on or otherwise permanently attached to currently licensed motor vehicles that are not primarily used for or strategically parked to be used as a sign.
 - (6) Signs not exceeding four square feet in size that are customarily associated with residential use and that are not of a commercial nature, such as signs giving names of occupants, signs on mailboxes and paper tubes, and signs posted on private property relating to private parking or warning the public against trespassing or danger from animals.
 - (7) "Yard sale" signs displayed at the location of the yard sale, not exceeding four square feet in area, and not used in connection with any continuous commercial activity. Yard Sale Signs are further regulated in Section (16) "Temporary Signs".
 - (8) Signs containing the message that the real estate on which the sign is located is for sale, lease, or rent, together with information identifying the owner or agent, provided that such signage meets the standards of Table 4-8 "Real Estate Sign Standards". Such signage may have a maximum of two sides, shall be non-illuminated, and shall be removed within 15 days after sale, lease, or rental. Only one sign on each street frontage may be erected, but on lots having a street frontage in excess of 400 feet, a second sign not exceeding nine square feet in size per side may be erected. Feather or windblown signs shall not be permitted as real estate signs, per Section (E) of this Article.
 - (9) Fence wraps as defined and regulated by G.S. 160D-908.

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TABLE 4-8: REAL ESTATE SIGN STANDARDS

Nonresidential or Mixed Use Property		
Acreage	Maximum sign face area	Maximum Height
Less than two acres	16 square feet per side	Six feet
Greater than two acres	32 square feet per side	Six feet
Residential Property		
Acreage	Maximum sign face area	Maximum Height
Less than one acre	Six square feet per side	Six feet
One - Five acres	Nine square feet per side	Six feet
Five - 20 acres	16 square feet per side	Six feet
Greater than 20 acres	32 square feet per side	Six feet

- (10) Displays, including lighting, flags (less than 12 square feet total area), and inflatables, erected in connection with the observance of holidays that do not bear an advertising message. The holiday period above is defined as the period between November 1st and January 15th each year. Such displays shall be removed within ten days following the holiday period. Decorative String Lighting may be used in connection with the observance of holidays in accordance with Section 155.403(F)(9), Decorative String Lighting.
- (11) Any lighting, including string or rope lighting, on the interior of a building and not attached to externally oriented architectural features, is not considered signage or decorative string lighting.
- (12) Sign face plate changes, provided that it meets the applicable criteria of General and Specific Sign Regulations and other applicable portions of this Article.
- (13) Window and door signs, provided that these signs conform to the Specific Sign Regulations (§155.403(G)(3)), and such signage shall count toward the total allowed sign face area and number of signs on a site.
- (14) Easel / Sandwich Boards / A-Frames, provided that these signs conform to the Specific Sign Regulations (§155.403(G)(7)), and such signage shall count toward the total allowed sign face area and number of signs on a site.
- (15) Menu Displays
- Restaurants and other food- or beverage-selling businesses where consumption occurs on-site may display a menu or list of daily specials on the wall adjacent to their main and secondary entrances provided that it is not larger than the actual printed menu available inside the establishment and is housed in a decorative frame.
- (16) Legal notices
- (17) Historic signs, provided
- (a) the Planning Director determines the sign meets the following criteria:
 1. The sign is 50 years or older; or
 2. The sign is particularly unique in character, design, or history; or
 3. The sign is a part of the historic character of a building, business, or district; and

4. The sign is kept in good, working order.

(b) Historic signs shall not count toward the total allowable sign face area for a site.

(18) Tenant identification signs, which shall count toward the total signage allowed on a site.

(E) **SIGNS PROHIBITED**

The following signs are expressly prohibited within all zoning districts:

- (1) Abandoned signs or obsolete signs.
- (2) Backlit Awnings, Marquees, or Canopies, unless part of an approved Alternative Sign Plan.
- (3) Portable signs, including any signs painted on or displayed on vehicles or trailers parked or located for the primary purpose of displaying that sign, except Easel / Sandwich Board / A-Frame Signs located on the ground as regulated herein.
- (4) Roof signs.
- (5) Cabinet signs of any shape, attached to a building wall or roof, except that portion that is a federally or state registered trademark. State or federally registered trademarks used in this fashion require a sign permit (per \$155.713 "Sign Permit") and are allowed one per tenant per façade, up to a maximum size of 12 square feet.
- (6) Inflatable signs, with the exception of those erected in connection with the observance of holidays and do not bear an advertising message as described in D(8) of this Section.
- (7) Any sign or device set into motion by mechanical, electrical, or other means, except barber poles and those regulated in (G)(11) "Electronic Changeable Copy Sign / Electronic Sign" of this Section.
- (8) Flashing Signs, including but not limited to any sign or device displaying flashing or intermittent lights, lights of changing degrees or intensity, or animation. This includes electronic video display signs. However, Electronic Changeable Copy Signs / Electronic Signs are permitted, as regulated in (G)(11) of this Section.
- (9) String lighting that is not explicitly associated with the traditional observance of a holiday and regulated by the conditions of (D)(10) under "Exemptions" or permitted in Section 155.403(F)(9), Decorative String Lighting.
- (10) Any sign which is a copy or imitation of an official sign, or which purports to have official status.
- (11) Off-premises signs not specifically regulated herein, including but not limited to billboards.
- (12) Snipe signs.
- (13) Temporary product/promotional advertisement signs that are hung on, attached to or placed over a permanent fixture including but not limited to a light pole, tree, fence or bollard, whether on or off-premises, unless approved as part of a Temporary Sign Permit.
- (14) Pole signs.

- (15) Signs mounted inside a window or on a wall directly behind a window, and/or otherwise visible from outside the building that are not accounted for or do not meet the criteria of (G)(3) “Window / Door Signs”.
- (16) Signs displayed in secondary windows not located on the first floor or in secondary windows not located in the primary building façade or a storefront entrance, unless as part of an Alternative Sign Plan.
- (17) Signs or murals of a commercial nature painted directly onto a wall or other building surface or structure, unless as part of an Alternative Sign Plan.
- (18) Windblown signs, except those exempted in Exemptions (found in (D)(2) and (3) of this Section), part of an approved Flag Sign ((G)(15) of this Section, or those allowed as part of a Temporary Sign Permit in accordance with §155.713 (F).
- (19) Any sign, other than those described in (D)(4)(g) of this Section, that is stenciled, painted, projected, or otherwise displayed on the ground, sidewalk, or pavement, unless as part of an Alternative Sign Plan.

(F) **GENERAL SIGN REGULATIONS**

(1) **Signs Located in Overlay Districts**

Signs located within an Overlay District are subject to the provisions of this Section, except that regulations within § 155.204 “Overlay Districts” shall supersede and may be either more or less restrictive than the regulations for signs contained in this Section, unless permitted as an Alternative Sign Plan per (K) of this Section.

(2) **Signs Located as Part of a Home Occupation**

Signs erected in connection with a home occupation pursuant to § 155.308(C)(2) are subject to the provisions of this Section, except that regulations within § 155.308(C)(2) shall supersede and may be either more or less restrictive than the regulations for signs contained in this Section, unless permitted as an Alternative Sign Plan per (K) of this Section. Signs erected in connection with a home occupation shall not be illuminated.

(3) **Total Allowable Sign Face Area**

- (a) The total square footage of allowable sign face area permitted on any site shall be calculated by multiplying the amount of linear lot frontage or building frontage (in feet) by 1.25. The total allowable sign face area for any site shall not exceed this calculation (as shown below).

$$\text{Total allowable sign face area (in square feet)} = \text{Linear frontage (feet)} \times 1.25$$

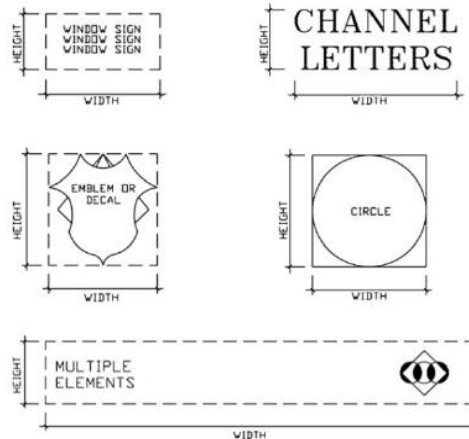
On lots with frontage on more than one street, the longest frontage may be used to calculate the total allowable sign face area.

- (b) In addition, the total area and specific area of allowable sign face area permitted on a sign or site shall be governed by the sign type criteria for each specific sign type (as described below in Section (G) “Specific Sign Regulations”).

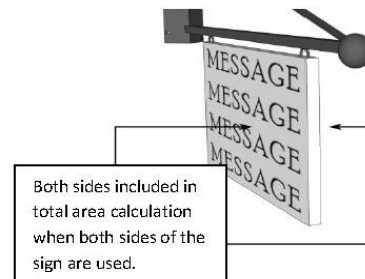
(4) **Computation of Sign Measurements**

- (a) *Computation of Sign Face Area*

1. The area of a sign, otherwise known as sign face area, is measured by finding the area of the minimum imaginary rectangle or square, aligned parallel to the horizon which fully encloses all sign words, symbol, copy, or message, including any material or color forming the sign face or background used to differentiate the sign from the structure against which it is placed. Sign face area does not include any supporting framework or bracing, unless it is part of the message or sign face, or otherwise functions as an attention-attracting device.



2. Where a sign has two or more faces, the area of all faces shall be included in determining the area of the sign, unless otherwise specified.



3. The sign face area of free-form or sculptural (non-planar) signs is calculated as fifty percent of the sum of the area of the four vertical sides of the smallest cube that will encompass the sign.

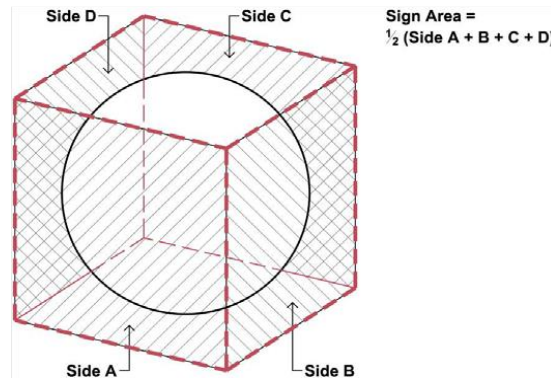


Illustration of sign area for sculptural non-planar signs.

(b) ***Computation of Sign Height***

1. **General**

Sign height is measured as described below. The height of a sign shall include the highest point of the sign face area, with the supporting structure and/or any decorative elements dedicated or attached exclusively to the sign limited to 125% of the allowed sign height, unless approved as part of an Alternative Sign Plan per (K) of this Section.

2. **Height Measurement**

The vertical distance from the average grade of the ground or walkway immediately surrounding the sign to the highest point of the sign face area, or from the level of the average crown of the nearest abutting public street, alley or highway (other than a structurally elevated roadway) to the highest point of the sign face area, whichever measurement permits the greater elevation..

(5) **Construction Standards**

- (a) All signs shall comply with the appropriate provisions of the North Carolina Building Code, the National Electric Code, and this Section.
- (b) Signs shall be located in such a way that they maintain sufficient horizontal and vertical clearance of all overhead electrical conductors in accordance with National Electric Code specifications, provided that no sign, except governmental signs, shall be installed closer than ten feet horizontally or vertically from any conductor or public utility guy wire.
- (c) In no way shall a sign hinder or obstruct the visibility of the right-of-way, as defined by § 155.400(K) "Visibility at Intersections", either at intersections or points of ingress or egress from parking lots.
- (d) Signs and any associated structures shall match or exceed in quality the materials of the primary structure on a site. Signs should be integrated into the architectural style of the building and design of the site, and should complement the overall architectural style.
 - 1. All permanent signs shall be constructed of quality and permanent materials.

2. No permanent sign shall be allowed if the materials are of a nature that it is reasonable to expect that the sign will fall into disrepair within a period of 5 years or less through natural weathering.
3. Quality materials for permanent signs shall not include:
 - A. Unfinished wood, including unfinished posts or supports
 - B. Coroplast or other similar rigid, pan, vinyl or plastic backing, for wall signs or tenant identification signs
 - C. Painted signs
4. Signs shall be constructed of a quality sign type.
 - A. For purposes of determining the quality of a sign type, the following shall apply for wall signs, in order of highest quality to lowest quality: channel letter sign or similar individually mounted lettering, raceway-mounted lettering, decorative pan sign, cabinet sign, painted sign or vinyl or other lettering adhered directly to the wall.
 - B. For purposes of determining the quality of a sign type, the following shall apply for freestanding and monument signs, in order of highest quality to lowest quality: monument sign, post sign, cabinet sign.
- (e) Signs with a separate electric meter shall have the pedestal and meter completely screened from view, or be otherwise seamlessly hidden by or integrated into the design of the sign or structure. Approval of a sign plan or issuance of a sign permit for an illuminated sign does not necessarily constitute exemption from this criteria or screening requirements.
- (6) **Illumination**
 - (a) At a minimum, illumination of signs shall be limited to business hours when the business is open to the public and/or clients, or as otherwise restricted in this Section. This does not apply to Billboards.
 - (b) Illuminated signs shall have no movement, including but not limited to flashing, blinking, or animation, except as allowed for Electronic Changeable Copy Signs in (11) of this Section, or as otherwise permitted as part of an Alternative Sign Plan in (K) of this Section.
 - (c) At a minimum, illumination of signs in or within 50' of residential zoning districts is prohibited from the hours of 9:00PM to 7:00AM, or as otherwise restricted in this Section.
 - (d) Internal illumination of signs is prohibited in mixed use zoning districts with conforming residential uses, and in and within 50' of residential zoning districts, unless approved as part of an Alternative Sign Plan (K).
 - (e) Signs associated with a home occupation shall not be illuminated.
 - (f) All wires and non-decorative lighting structures shall be camouflaged or reasonably hidden from view.

(7) **Secondary Signs**

- (a) Where signs are displayed on more than the primary side of a building, any secondary signs shall be no larger than the primary sign.
- (b) Secondary signs shall be consistent with the primary sign in content, type, construction, illumination, and materials.
- (c) A secondary sign shall only be allowed if a primary sign already exists.
- (d) A secondary sign shall only be allowed if it is consistent with the content, user, tenant, business, or activity of the primary sign.

(8) **Windows and Translucent Doors**

- (a) Primary windows and translucent doors located in first floor, non-residential storefronts shall not be obstructed, covered, or otherwise blocked so as to prohibit visibility from the outside for more than half of regular business hours.
- (b) Permanent coverings, which include but are not limited to signage, window tinting, reflective window treatments, window wraps, or window treatments, shall cover no more than 25% of the above surfaces.

(9) **Decorative String Lighting**

- (a) Exposed decorative string lighting shall be limited to a maximum bulb rating of 5 watts or less.
- (b) Decorative string lighting shall consist of single strands and run in any of the following configurations:
 - 1. Following the architectural features of a building, including doors, windows, awnings, or rooflines;
 - 2. Hung parallel or perpendicular to the architectural feature;
 - 3. Wrapped around columns, posts, or pillars on a building;
 - 4. Wrapped around existing on-site features such as landscaping, trees, or posts;
 - 5. Strung overhead in activated public and private alleys;
 - 6. Placed around, across, or as a way to define outdoor dining or outdoor seating areas.
- (c) Decorative string lighting shall be designed to create a constant glow and prevent glare.
- (d) The color of decorative string lighting shall be white light in the color temperature range of not less than 2,700 K and not exceeding 4,200 K, except as permitted during a holiday period as defined below:
 - 1. Colors beyond white are permitted for decorative string lighting between November 1 and January 15 of each year.

2. Decorative string lighting of a different color than white must be removed, turned off, or changed back to an allowable shade of white no later than 10 days following the end of the holiday period.
- (e) All decorative string lighting must be maintained in proper working order, and must be replaced, turned off, or removed entirely if a portion of the string lighting is not in proper working order.
- (f) Decorative string lighting can be left on at all times to enhance the beautification and lighting of downtown, even outside of business hours.
- (g) Decorative string lighting must be securely and safely affixed to any structure or site feature.
- (h) Suggestions of movement such as flashing, blinking, flickering, neon or scrolling string or rope lighting, or lighting that changes in intensity or color is prohibited.
- (i) Lighting in shape of a sign, or spelling out the name or products of a business shall be prohibited.

Duly adopted this 15th day of May 2023, while in regular session.

Jody L. McLeod
Mayor

ATTEST:

APPROVED AS TO FORM:

Heidi Holland, NCCMC
Town Clerk

Jim Cauley
Town Attorney

Comprehensive List of Fees and Charges

Proposed changes for FY 2023-2024



Taxes & Fees

Town of Clayton Tax Rate	\$0.60 / \$100 valuation of property
Claytex Fire District Tax Rate	\$0.1175 / \$100 valuation of property
Vehicle Fee (pursuant to NCGS 20-97 (b1))	\$30 / vehicle

Document/Copy/Administrative Fees

Copying up to 11'x17' (black & white)	\$0.10 / sheet
Town meeting(s) audio or documents	\$1.50 / storage device provided
Certified copy of Town records	In accordance with NCGS 161-10(9)
Paper Copy of Agenda	\$10 (annually) Email free
Filing Fee for Office of Council Member	\$5
Filing Fee for Office of Mayor	\$10

Cemetery Fees

Lot Purchase - including footstone	\$1,000
Interment - Monday through Saturday	\$900
Interment - Sundays and Holidays*	\$1,200
Footstone Marker and Installation	\$100
Cremains Interment - Monday through Saturday	\$450
Cremains Interment - Sundays and Holidays*	\$900
*Excludes Christmas Day, Thanksgiving Day, New Year's Day, and Good Friday	

Customer Deposits

Residential Electric	\$250 / \$800 (high risk)
Residential Water	\$50 / \$120 (high risk)
Residential Sewer	\$50 / \$120 (high risk)
Residential Irrigation	\$50 / \$120 (high risk)
Non-residential Electric	2.5 times average bill for location or comparable use
Non-residential Water	2.5 times average bill for location or comparable use.
Non-residential Sewer	2.5 times average bill for location or comparable use.
Non-residential Irrigation	2.5 times average bill for location or comparable use

Customer Fees

Connection Fee	\$25
Returned Check/Draft Fee	\$25
Non-Payment Penalty	\$50
Late fee for charges unpaid by due date	5%
Bucket Truck Mobilization Fee	\$500

Solid Waste Fees

Solid Waste Collection	\$22.50 \$24.00 per month
Extra Garbage Cart	\$4.18 / month
Extra Recycling Cart	\$3.17 / month

Water & Sewer Utility Rates			
Water (Non-Irrigation)			
Base Rates			
Meter Size:	In Town	Out of Town	
5/8' Meter	\$20.46 \$21.01	\$25.07 \$25.76	
3/4" Meter	29.69 \$30.52	\$36.6 \$37.64	
1" Meter	\$48.15 \$49.54	\$59.68 \$61.42	
1.5" Meter	\$94.29 \$97.06	\$117.37 \$120.83	
2" Meter	149.67 \$154.10	\$186.59 \$192.12	
3" Meter	\$278.88 \$287.19	\$348.1 \$358.48	
4" Meter	\$463.45 \$477.30	\$578.81 \$596.12	
6" Meter	\$924.91 \$952.60	\$1,155.64 \$1,190.25	
8" Meter	\$1,478.65 \$1,522.95	\$1,847.82 \$1,903.19	
10" Meter	\$2,124.69 \$2,188.37	\$2,655.36 \$2,734.96	
Non-Irrigation			
Commodity Rates			
Residential:	In Town	Out of Town	
Block 1: 0 - 2,000 Gallons	4.81 \$4.95	6.02 \$6.20	
Block 2: 2,001 - 4,000 Gallons	5.06 \$5.21	6.32 \$6.51	
Block 3: 4,001 - 6,000 Gallons	5.3 \$5.46	6.63 \$6.82	
Block 4: All Gallons > 6,000	5.79 \$5.96	7.23 \$7.44	
Commercial:			
Block 1: 0 - 100,000 Gallons	5.38 \$5.54	6.73 \$6.93	
Block 2: All Gallons > 100,000	6.19 \$6.37	7.73 \$7.96	
Industrial:			
Block 1 0 - 100,000 Gallons	5.47 \$5.63	6.82 \$7.02	
Block 2 All Gallons > 100,000	6.28 \$6.47	7.85 \$8.08	

Irrigation			
Base Rates			
Meter Size:	In Town	Out of Town	
5/8' Meter	\$20.46	\$25.07	
3/4" Meter	\$29.69	\$36.60	
1" Meter	\$48.15	\$59.68	
1.5" Meter	\$94.29	\$117.37	
2" Meter	\$149.67	\$186.59	
3" Meter	\$278.88	\$348.10	
4" Meter	\$463.45	\$578.81	
6" Meter	\$924.91	\$1,155.64	
8" Meter	\$1,478.65	\$1,847.82	
10" Meter	\$2,124.69	\$2,655.36	
Irrigation			
Commodity Rates			
Residential:	In Town	Out of Town	
Block 1 0 - 8,000 Gallons	7.47 \$7.70	7.47 \$7.70	
Block 2 8,001 - 16,000 Gallons	9.32 \$9.60	9.32 \$9.60	
Block 3 All Gallons > 16,000	11.47 \$11.81	11.47 \$11.81	
Non-Residential			
Block 1 0 - 50,000 Gallons	6.07 \$6.25	6.07 \$6.25	
Block 2 50,001 to 100,000 Gallons	8.36 \$8.62	8.36 \$8.62	
Block 3 All Gallons > 100,000	9.85 \$10.14	9.85 \$10.14	

Sewer		
Base Rates		
Meter Size:	In Town	Out of Town
5/8' Meter	27.21 \$34.25	34.04 \$42.82
3/4" Meter	40.85 \$51.39	51.06 \$64.23
1" Meter	68.07 \$85.63	85.1 \$107.05
1.5" Meter	136.16 \$171.28	170.19 \$214.10
2" Meter	217.85 \$274.06	272.33 \$342.59
3" Meter	408.48 \$513.87	510.59 \$642.32
4" Meter	680.78 \$856.42	850.99 \$1,070.54
6" Meter	1361.59 \$1,712.88	1361.59 \$2,141.10
8" Meter	2178.53 \$2,740.59	2723.17 \$3,425.75
10" Meter	3131.64 \$3,939.60	3914.54 \$4,924.49
12" Meter	7215.15 \$9,076.66	9019.59 \$11,346.64
Commodity Rates:		
All usage (per 1,000 gallons)	8.76 \$11.02	10.96 \$13.79
Flat Rate Sewer - No Meter:	53.59 \$67.42	67.00 \$84.28

Water & Sewer - Bulk	
Monthly Commodity Rates (Water):	\$5.25 / 1,000 gallons
High Strength Surcharge (Sewer):	
Biochemical Oxygen Demand (BOD)	\$0.355 / pound for concentration in excess of 250 mg/liter
Total Suspended Solids (TSS)	\$0.13 / pound for concentration in excess of 250 mg/liter
Ammonia Nitrogen (NH3-N)	\$1.75 / pound for concentration in excess of 25-20 mg/liter
Industrial High Strength Surcharge	\$4.00 / 1,000 gallons
Bulk Water Filling Station Usage:	
Base rate	\$10
Minimum charge (less than 1,000 gallons)	\$5.25
Above 1,000 gallons	\$5.25 / 1,000 gallons

Electric Utility Rates	
Residential	
Monthly Base Charges:	
Single Phase Service	19.5 \$20.5
Three Phase Service	22.5 \$23.50
Monthly Energy Charge:	\$0.12420 \$0.13040 / kWh

Institutional	
Monthly Base Charge:	40 \$42.00
Monthly Energy Charge:	\$0.14390 \$0.15110 / kWh for first 600 kWh
	\$0.12500 \$0.13130 / kWh for next 1,900 kWh
	\$0.10900 \$0.11450 / kWh for all additional kWh

Small General Service	
Monthly Base Charge:	30 \$32.00
Monthly Demand Charge:	\$0.13900 \$0.14550 / kWh for the first 750 kWh*
	\$0.13900 \$0.14550 / kWh for the next 2,000 kWh
	\$0.09300 \$0.09740 / kWh for the additional kWh
*When the kW of billing demand exceeds 5kW, add into the first block 150 kWh for each additional kW of excess.	

Medium General Service	
Monthly Base Charges:	40 \$42.00
Monthly Demand Charges:	\$10.87 \$11.41 / kW
Monthly Energy Charge:	\$0.07830 \$0.08220 / kWh

Large General Service*	
Monthly Base Charge:	225 \$240.00
Monthly Demand Charge:	
CP Demand	\$19.22 \$20.18 / CP kW
Excess Demand	\$1.605 \$1.685 / kW
Monthly Energy Charge:	\$0.05778 \$0.06070 / kWh
*No existing customers	
Coincident Peak (CP)	
Monthly Base Charge:	225 \$240.00
Monthly Demand Charge:	
CP Demand	\$20.35 \$21.37 / CP kW
Excess Demand	\$4.90 \$5.15 / kW
Monthly Energy Charge:	\$0.05470 \$0.05740 / kWh
Town Facilities	
Monthly Base Charge:	\$15.00
Monthly Energy Charge:	\$0.08920 \$0.09370 / kWh
Time Of Use	
Monthly Base Charge:	225 \$240.00
Monthly Demand Charge:	\$19.22 \$20.18 / kW
Monthly Energy Charge:	\$0.05778 \$0.06070 / kWh
Area Lighting	
Monthly Rate Per Lighting Unit:	
Residential Unit	12.78 \$13.42
Small Commercial Unit	16.96 \$17.81
Large Commercial Unit	38.7 \$40.64
Underground Charge	5.14 \$5.40
Monthly Rate Per Pole Type:	
Wooden	3.21 \$3.37
Decorative	7.06 \$7.41
Monthly Energy Charge:	\$0.08950 \$0.09398 / kWh
Electric Department	
Residential Electric Meter	Cost of Meter + 10%
Small Commercial Meter	Cost of Meter + 10%
Large Commercial Meter	Cost of Meter + 10%
Underground Electric Fee	\$425 + \$3/foot > 120 feet \$1,000 + \$5.00 per foot > 120 feet
Solar Panel Permit Application	\$250
Temporary Electrical Service Install	\$175

Public Works					
Water & Sewer Taps & Water & Sewer / Electric Meter Fees					
** Cost for an applicable boring or non-typical installation requirements (Actual Cost + 10%)					
Single Lots Only - No Commercial or Developers					
Meter Size-Service/Meter	Base Cost	Street Cut	Concrete Cut	Meter Only	Permit Fee
5/8 Inch Water-3/4 & 5/8 Inch Water	1800-\$2,000	600-\$750	600-\$750	Cost of Meter + End Point + 10%	N/A
1 Inch Water	2400-\$2350	600-\$750	600-\$750	Cost of Meter + End Point + 10%	N/A
2 Inch Water-1/5 & 2 Water	2600-\$2900	600-\$750	600-\$750	Cost of Meter + End Point + 10%	N/A
4 Inch Sewer	3500-\$3900	600-\$750	600-\$750	N/A	N/A
Irrigation	\$400-	\$600-	\$600	Cost of Meter + End Point + 10%	\$50
Irrigation Split	\$600	N/A	N/A	N/A	N/A
Relocate Service Line-Relocate Meter Box *For service adjustments within 30" of tap location. Greater than 10" will require a new tap.	\$600	N/A	N/A	N/A	N/A
Residential Electric	N/A	N/A	N/A	Cost of Meter + 10%	N/A
Small Commercial Electric	N/A	N/A	N/A	Cost of Meter + 10%	N/A
Large Commercial Electric	N/A	N/A	N/A	Cost of Meter + 10%	N/A

System Development Fees				
Water Meter Testing:	Labor Cost + 10%			
Water Quality Sampling:	Labor Cost + Lab Fee + 10%			
Hydrant Flow Testing Fee:	\$150 per hydrant			
FOG Inspection:	\$25			
Meter Size-Service/Meter Size	Water	Sewer	Total	New & Existing users expanding usage requiring meters greater than 2-in require a Developer's Agreement.
5/8 Inch	\$1,793	\$3,260	\$5,053	
3/4 Inch-5/8 & 3/4 inch	\$2,690	\$4,890	\$7,580	Current Cost per gallon based on 2018 SDF Study: Water = \$6.18 per gallon per day (GPD) Sewer = \$15.52 per gallon per day (GPD)
1 Inch	\$4,483	\$8,150	\$12,633	
1.5 Inch	\$8,965	\$16,300	\$25,265	
2 Inch-1.5 & 2 inch	\$14,344	\$26,080	\$40,424	

Nutrient Offset Fees	
Residential Tap	\$450/ Tap
Non Residential Tap	\$0.005 / gallon of annual wastewater capacity

Planning Department	
Public Notices Fees	
Mailed Notice	\$1.00 per Mailed Notice
Public Notice Signs	\$20 per Posted Sign

Development Submittal Fees	
Determination	\$200
Development Agreement	\$1,000
Fee-in-Lieu Request (By Applicant)	\$300
Limited Subdivision	\$250
Street Renaming/Closure	\$300
Temporary Permit	\$100
After-the-Fact Temporary Permit	\$200
Vested Rights Certificate	\$300
Administrative Adjustment	\$150/Adjustment
Uniform Sign Plan	\$150
Re-Advertisement	\$200
Administrative Appeal	\$350
Annexation	200-\$300
Urban Archery Hunting Permit	25-\$50
Major Subdivision -Major Subdivision/Conservation Subdivision	\$500 + \$15 / acre
Minor Subdivision (<5 lots)	\$300 + \$15 / acre
Conditional Zoning, with associated Master Plan-Unlimited with Associated Concept Plan	\$1,000 + \$5 / acre
Small Cell Wireless	\$100 ea for first 5 facilities, \$50 ea additional
Zoning Compliance Inspection/Re-Inspection	\$150
Resubmittal Fee	4th & subsequent submittal 1/2 of Original 4th and each subsequent submittal - 1/2 the cost of the original submittal fee
Exempt Plat Review (Incl. Recombinations)-Exempt Subdivision	\$150
Final Plat Review	\$300 + \$15 / acre
Rezoning	\$750 + \$10 / acre
Conditional Rezoning -Conditional Rezoning, Limited Use and Limited Standard	\$750 + \$10 / acre
Alternative Sign Plan	\$300
Sign - Permanent	\$75 + \$5 / additional sign
Sign - Temporary	\$50
After-the-Fact Sign Permit	\$150 + \$10 / additional sign
Site Plan, Administrative Amendment -Minor Modification	100-\$250
Site Plan	\$500 + \$15 / acre
Special Use Permit	\$750
Temporary Use / Special Event	\$100
After-the-Fact Temporary Use/Special Event Permit	\$200
Tree Removal Certificate -Tree Clearing Certificate	\$250
Variance Application	\$500 (\$1,000 after the fact)
Zoning Compliance	\$100
Zoning Verification	\$100
Family Health Care Structure	Initial Permit (Good for 1 Year): \$100 Annual Renewal Fee (Due every year starting with Year 2): \$50

Code Enforcement	
Civil Penalty for Violations of Unified Development Ordinance	First Notice of Violation \$50; Second and Subsequent Notices of Violation - \$100 (each day violation continues)
Tall Grass and Overgrowth	
0 to .25 acres	\$150 + \$100 Admin Fee
.26 to .50 acres	\$200 + \$100 Admin Fee
> 1.00 acres	\$250 + \$100 Admin Fee
Private Property Clean Up	Amount Billed by Contractor + \$100 Admin Fee

Copies & Maps	
Copy < 11" x 17" (Black & White)	\$0.10
Copy > 11" x 17" (Black & White)	\$1
Copy < 11" x 17" (Color)	\$0.40
Copy > 11" x 17" (Color)	\$5
Map 18" x 24"	\$10
Map 24" x 36"	\$20
Map 36" x 48"	\$30
General Design Guidelines	\$10
Strategic Growth Plan	\$20
Unified Development Plan	\$40

Consultant Review Fees	
Tower Review, New Structure, One Related Meeting	\$5,000
Tower Review, New Structure, Two Related Meetings	\$6,500
Tower Review, Co-Location/Mod/Upgrade	\$1,000
Traffic Review-Transportation Impact Analysis	Negotiated
3rd-Party Review	Actual cost of consultant review

Recreation & Open Space Fees	
Residential Fee-Single-Family Detached, Attached, Duplex, and Manufactured Home Dwellings	2000 Pre-Development Cost of 1/35 of an Acre (Based on County Tax Assessor Data or Appraisal) Times the Number of Dwelling Units
Multi-Family Fee	\$2,000

Building Inspections

Plan Review Fee - Initial Review	No Charge
Plan Review Fee - Permit Cancelled or Not Picked up/Issued	\$100
Plan Review Fee - Subsequent Reviews (ea)	\$150

New Dwelling (Single):	
Up to 1,200 sq. ft.	\$600 / dwelling
> 1,200 sq. ft.	\$600 + \$0.30 / sq. ft.

Residential - Additions/Remodel:	
0 - 400 sq. ft.	\$300
> 400 sq. ft.	\$300 + \$0.30/sq. ft.
Additional per trade	\$75

Multi-Family Dwelling Duplex/Triplex	
Up to 3 units	\$600 + \$0.30/sq ft > 1,200 sq ft
Each additional unit	\$200

Mobile Homes	
Single-Wide (Building Only)	\$250
Double - Wide (Building Only)	\$275
Triple - Wide (Building Only)	\$300
Quad - Wide (Building Only)	\$325
Travel Trailers / Campers	\$75
Poured Footing Inspection	\$50
Mechanical Permit Fee	\$50
Electrical Permit Fee	\$50
Plumbing Permit Fee	\$50

Dwelling Moved On	
Fee	\$250
Trade Fee	\$75

Residential Accessory Building (over 12'x12')	
Storage Building	\$75
Garage / Carport	\$100
Deck / Porch/ Gazebo	\$75 + \$0.30/sf for > 144 sf
Additional trade	\$75

Trade Inspections	
Building, Electrical, Plumbing and Mechanical	50 \$75

Farm Storage Buildings	
Livestock Production Buildings	\$40
Bulk Tobacco Barns	
Building, Electrical, Plumbing and Mechanical	\$75
Electrical Permit Fee	\$75

Permit Fee for Commercial Buildings (Based on cost per trade)	
\$0 - \$2,500	Trade fee (Minimum \$75)
\$2,501 - \$25,000	\$225
\$25,001 - \$50,000	\$550
\$50,001 - \$100,000	\$1,000
\$100,001 - \$200,000	\$1,650
\$200,001 - \$350,000	\$2,850
\$350,001 - \$500,000	\$3,900
\$500,001 - \$750,000	\$5,250
\$750,001 - \$1,000,000	\$6,500
>\$1,000,000	\$6,500 + 0.2% for every dollar over \$1,000,000

Re-Inspection Fees	
First Re-Inspection	\$75
Additional Re-Inspection of Same Item	\$100
After Hours (Requires Special Approval)	\$200/hour (3 hour minimum)
Day Care Re-Certification	\$100
ABC Permit Form	\$150
Expired Permit Reissue	
Work Started / Code Changes	Original fee x 50%
No Work Started / No Code Changes	\$150
Re-Review, Lost Plans / Update	\$150

Service Pole Inspections	
Electrical (\$1 Building if no permit exists)	\$75

Update for Permits	
Contractor Change (Ord. 2017-09-01)	\$50

Service Change Inspections	
Conditional Service (Ord. 2017-09-01)	\$75
Building	\$1
Electrical	\$75

Sign	
Building	\$75
Electrical	\$75

Swimming Pools	
Building	\$75
Electrical	\$75

Pedestals	
Building	\$1
Electrical	\$75

LP Gas Tanks	
Building	\$40
Electrical	\$75

Replace Roof of Existing House or Mobile Home	
Per Building	\$75

Tents (Per Building over 240 sq. ft.)	\$75
ATM	Commercial Rate

Conditional Power/Gas - Single Family	\$75 each
90 Day Temp Power - New Construction Residential	\$75 each
Conditional Power/Gas - Multi Family	\$75 first meter, \$50 each additional
90 Day Temp Power - Commercial	\$150

Reconnect Power - Building	\$1
Reconnect Power - Electrical	\$75

Demolition - Residential	\$50 + asbestos report
Demolition - Commercial	\$150
Sprinkler System	Commercial Rate

Penalty	
For work started before proper permitting is obtained, a penalty of one-half the cost of the permit(s) that should have been obtained shall apply. GS 160A-414.	
Irrigation of New Landscape	\$75
One Time Extension - Irrigation New Landscape	\$50

Engineering Department	
Review Fees	
Construction Plan (Subdivision)	\$500 + \$15 per lot \$625 + \$20 per lot
Construction Plan Resubmittal	300-\$500
Construction Plan (Sites)	\$500 + \$30 per acre \$625 + \$35 per acre
Planning & Engineering Combo Review Fee (Subdivision) – 4 Reviews	\$800 + \$15 per lot \$1,300 + \$45 per acre \$1625 + \$60 per acre
Planning & Engineering Combo Review Fee (Sites) – 4 Reviews	\$800 + \$30 per acre \$1625 + \$20/lot + \$20/acre
Construction Plan (Infrastructure Only)	\$500 + \$0.30 per linear foot \$625 + \$0.40 per linear foot
Alternative Standard Request	\$500 per standard \$625
Construction Plan Revisions	\$300 + \$5 per sheet \$500 + \$10 per sheet
Pump Station CD Review	750-\$1,000
Pump Station Review – Resubmittal	500-\$750
Special Study (Flood, Traffic Calming, etc.)	\$250 + Cost of Consultant \$350 + Cost of Consultant
Floodplain MGMT Document Review (LOMR, CLOMR, etc.)	\$150 per form \$200 per form
Record Drawing (Infrastructure/Stormwater)	500-\$625
Record Drawing Resubmittal	250-\$350
Bond Administration Fee (Surety/Letter of Credit)	200-\$250
Bond Administration Fee (Cash/Check)	200-\$250
Bond Administration Fee (Amendment/Reduction)	100-\$125
Encroachment Agreement Application	200-\$500
Water Extension Permit Application (all forms)	250-\$325
Sewer Extension Permit Application (all forms)	250-\$325
Water and/or Sewer Extension Permit Amendment	125-\$175
Wastewater Allocation Requests	250-\$500

Right-of-Way Closure Application / Processing Fee	\$150/\$250-\$250/\$350
Planning & Engineering Combo Resubmittal Fee	\$750
Technology Fee Surcharge	4% of Fee Total (Planning & Engineering)

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Inspection Fees	
New Public Streets	\$1.75 per linear foot
Curb and Gutter (new and replacement)	\$0.75 per linear foot
Application for Acceptance of Public Infrastructure – Utilities	\$500
Acceptance of Public Infrastructure – Right-of-Way	\$500
Acceptance of Public Infrastructure - Reinspection	\$100
Pump Station	\$1,500
Water System Extensions	\$1.25 per linear foot
Pump Station	\$1,500
Stormwater SCM Inspection	\$500
Sanitary Sewer System Extensions	\$1.25 per linear foot
Storm Drainage (Public and Private)	\$0.75 per linear foot
Greenways & Sidewalks	\$0.75 per linear foot
Residential Driveway – Initial	\$100
Residential Driveway – Reinspection	\$75
Fire Lanes	\$1.75 per linear foot
Sanitary Sewer Taps (not performed by Town)	\$100
Water Taps (not performed by Town)	\$100
Fee-in-lieu Admin Fee	\$150
Reinspection Fee-Linear Footage Inspections	\$100

Stormwater/Erosion Control	
All Stormwater and Erosion Control Fees include 2 Reviews, unless otherwise noted	
Erosion Control Plan Review	\$250 per acre-\$275 per acre
Erosion Control Plan Review Resubmittal	300-\$500
Erosion Control Plan Review Revision	300-\$500
Land Disturbance Permit – Initial (valid for 2 years)	\$150 per acre-\$200 per acre
Land Disturbance Permit Renewal (valid for 1 year)	500-\$750
Erosion Control Permit – Single lot	100-\$200
Stormwater Plan Review - up to 7 acres	\$550 per acre-\$600 per acre
Stormwater Plan Review - greater than 7 acres	\$3,850 + \$125/acre-\$4,200 + \$150/acre
Stormwater Plan Review Plan Review Resubmittal	300-\$500
Stormwater Plan Review Revision	300-\$500 + \$10 per sheet
Stormwater Permit	\$425 per acre-\$500 per acre
Stormwater Permit Revision	300-\$500 + \$10 per sheet
Stormwater Combo Plan Review - up to 7 acres	\$500 + \$600 per acre (4 Reviews)
Stormwater Combo Plan Review - greater than 7 acres	\$4,700 + \$150 per acre (4 Reviews)
Erosion Control Combo Plan Review	\$500 + \$275 per acre

Police Department	
Accident Report	\$2
Animal Service Penalty Fees:	
Animal Cruelty	\$500 per offense, per animal
Dangerous Dogs	\$500 per offense, per animal
All Other Violations, including leash law violations:	
-First Notice of Violation	\$100
-Second Notice of Violation	\$200
-Third and Subsequent Notice of Violation(s)	\$300

Fire Department	
Fire Inspection Fees	
Up to 3,000 sq. ft.	40-\$50
3,001 - 5,000 sq. ft.	\$75
5,001 - 10,000 sq. ft.	\$125
10,001 - 25,000 sq. ft.	\$375
25,001 - 50,000 sq. ft.	\$500
50,001 - 100,000 sq. ft.	\$625
100,001 - 500,000 sq. ft.	\$750
Re-Inspection Fees	
First Re-Inspection	\$45
Second Reinspection	\$45 + \$20
Third Reinspection	\$45 + \$20 + \$20
Fourth Reinspection, etc.	\$45 + \$20 + \$20 + \$20

Miscellaneous	
Blasting Permit Application	\$200
Hydrant Flow Test	\$50
Special Standby Operations	
Engine	\$100 / hour (one hour minimum)
Personnel	\$22.50 / hour (one hour minimum)
Hazmat Emergency Response Charges	
Engine, Tanker or Ladder Truck	\$250 / hour
Support Vehicles	\$50 / hour
All Responding Personnel	1.5 x hourly rate of pay
Materials Used	Replacement cost + 10%
Materials Damager	Replacement cost + 10%
First False Alarm in Month	\$0
Subsequent False Alarms in Month	\$100 each

Recreation Department		
Athletics		
Youth Sports (Officiated - O, and Unofficiated - U)	Resident Fee	Non-Resident Fee
Winter Basketball (O)	50-Base	100 Base + 50%
Spring Baseball (O)	50 Base	100 Base + 50%
Spring Softball (O)	50 Base	100 Base + 50%
Fall Volleyball (O)	50 Base	100 Base + 50%
Fall Softball (O)	50 Base	100 Base + 50%
Spring T-Ball (U)	40 Base	80 Base + 50%
Fall Soccer (U)	40 Base	80 Base + 50%

Adult Sports	Team Fee	Non-Resident Fee
Softball	50 \$600	100 \$25
Soccer	50 \$600	100 \$25
Basketball	50 \$600	100 \$25
Volleyball	50 \$600	100 \$25
Flag Football	50 \$600	100 \$25
Resident's Fees included in Team Fees		

Programs		
Classes	Resident Fee	Non-Resident Fee
Class fees vary according to the type of class, cost of the facility, instructor and number of participants	Base	Base + 50%

Facility Rentals*		
Community Center Gym	Resident Fee	Non-Resident Fee
Full Court	\$60 / hour	\$120 / hour
Half Court	\$35 / hour	\$70 / hour
Scoreboard	\$10 / hour	\$20 / hour
Tennis Courts	\$5 / hour	\$10 / hour
Ballfields		
Community Park Field #1	\$20 / hour	\$40 / hour
Community Park Field #2	\$20 / hour	\$40 / hour
Community Park Field #3	\$20 / hour	\$40 / hour
Municipal Park	\$20 / hour	\$40 / hour
East Clayton Community Park Baseball Field	\$25 / hour	\$50 / hour
East Clayton Community Park Soccer Field	\$50 / hour	\$100 / hour
East Clayton Community Park Multipurpose – Field 1 or 2	\$75 / hour	\$150 / hour
East Clayton Community Park Multipurpose – Field 1 and 2	\$150 / hour	\$300 / hour
CHS Football - Artificial Turf	\$100 / hour	\$200 / hour
CHS Soccer	\$75 / hour	\$150 / hour
CHS Baseball	\$50 / hour	\$100 / hour
CHS Softball	\$40 / hour	\$80 / hour
Field Rental Add Ons		
Lights (Community)		\$20 / hour
Lights (East Clayton Soccer & Baseball)		\$20 / hour
Lights - CHS Softball		\$30 / hour
Lights - CHS Baseball		\$40 / hour
Lights - CHS Soccer		\$40 / hour

Lights - CHS Football	\$50 / hour
Baseball / Softball Field Prep (All Fields)	\$30 / hour
East Clayton Soccer Field Paint - In Season	Included
Soccer Field Paint - Off Season (Lacrosse/Rugby)	\$200
Football Field Paint	\$350
Seven vs. Seven Soccer or Smaller	\$150
Tournament Field Rentals & Add Ons	
Community Park - Full Day	\$250 / field / day
Community Park - Half Day	\$125 / field / day
East Clayton - Baseball	\$350 / day
Additional Field Prep	\$30 / field
Scoreboard	\$25 / field / day
Drying Agents	\$10 / bag
Admission Fee to Town	\$50 / day
Concessions	Only CPRD Allowed
Other Vendors (Non-Food)	\$50 / vendor / weekend

Picnic Shelters (Per 4-hour block)	Resident Fee	Non-Resident Fee
All Star Park	\$32	\$64
Community Park	\$40	\$80
East Clayton Community Park	\$40	\$80
Municipal Park - Cypress	\$50	\$100
Municipal Park - Birch	\$40	\$80
Municipal Park - Maple	\$40	\$80
Municipal Park Stage (Per 4-hour block)	Resident Fee	Non-Resident Fee
Up to 50 - includes shelter	\$180	\$360
51 to 150 - includes 2 shelters	\$260	\$520
151 to 499 - includes 3 shelters	\$340	\$680

Community Center Memberships - Calendar Year Basis		
Annual Memberships - Calendar Year Basis		
Individual	\$0	\$50
Family with Dependents	\$0	\$100
Daily Memberships	N/A	\$5
Lost Cards	\$5	\$5

*Johnston County non-profits are eligible to receive the Resident Fee for Facility Rentals. Does not impact tournament rentals or program registration.

Commercial Use Permit	\$25	\$25
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Hocutt Ellington Memorial Library		
Library Cards	Johnston County Resident	Non-Johnston County Residents
Individual - Annual	\$0	\$25
Individual - Semi-Annual	\$0	\$15
Individual - Quarterly	\$0	\$10
Family - Annual	\$0	\$50
Education Employee (All Johnston County with ID)	\$0	\$0
Internet Usage		
With Valid Library Card	\$0	\$0
Without Valid Library Card	\$0	\$5 per hour
Library Fees		
Copy Machine or Computer Printouts	\$0.20/page B&W; \$0.25/page Color	\$0.20/page B&W; \$0.25/page Color
Lost Book	Replacement Cost	Replacement Cost
Overdue Fines	\$0.25 per day	\$0.25 per day
Library Card Replacement	\$5	\$5
IT Technology Lending		
Return of Device Kit In "After Hours" Book Drop	\$10 plus cost of any damage*	\$10 plus cost of any damage*
Device(s) Returned Late	\$5 per day / max \$25	\$5 per day / max \$25

Device(s) not Returned within 7 Days of Due Date	Full replacement cost*	Full replacement cost*
Lost or Damaged Technology or Accessories	Cost as indicated on checklist*	Cost as indicated on checklist*
* These costs/fees will be included on fully executed lending agreement		

Special Events		
Special Event Fees	Resident Fee	Non-Resident Fee
Application Review	\$100	\$200
Sanitation Deposit	\$250	\$250
Town Square/Horne Square Rental	\$25 / day	\$50 / day
Street Closure	\$50 / day	\$100 / day
Type III Barricade Rental	\$5 / barricade / day	\$25 + \$5 / barricade / day
Police Detail Fee (3 hour minimum)	\$35 / officer / hour	\$35 / officer / hour + \$100 Admin Fee
Garbage/Recycling Container Rental (minimum of 4)	\$13 / container / day	\$13 / container / day + \$50 Admin Fee
Generating Notice Addresses (one hour minimum)	\$25 / hour	\$50 / hour
Emergency Notification Call / Mass Phone	\$50	\$100
No Parking Signage	\$3 / sign	\$3 / sign
Positive Barricades (filled and installed)	\$45 per intersection	\$45 per intersection
Utility Fees (Water and Electricity)		
Events longer than one day	\$10 / utility	\$20 / utility
Town/Horne Square Rental with Road Closure: (Special Event Application Fee, 8 Trash Cans, Road Closure Fee, 10 No Parking Signs, Water Barricades, and Town Square Rental)	\$500	\$750
Town/Horne Square Rental with No Road Closure: (Special Event Application Fee, 6 Trash Cans, and Horne Square Rental)	\$250	\$400

Non-Departmental Equipment Usage	
Sewer Jetter	\$65 / hour
Leaf Machine	\$65 / hour
Backhoe	\$55 / hour
Line Truck	\$50 / hour
Bucket Truck	\$50 / hour
Sewer Rodding Machine	\$40 / hour
Tractor & Bush Hog	\$40 / hour
Mowing Machine	\$40 / hour
Ditch Witch Trencher	\$40 / hour
Asphalt Roller	\$40 / hour
Riding Mower	\$35 / hour
1/2 Ton Pickup Truck	\$25 / hour
Air Hammer	\$25 / hour
Soil Tamp	\$25 / hour
Push Mower	\$20 / hour
* Rates for usage of equipment not listed above shall be based on the rates published by FEMA plus 15% for billing, management, and overhead.	



FY 2024 Manager Recommended Budget

Town of Clayton

Presented by: Rich Cappola/Robert McKie

May 15, 2023

Budget FY24: The Process

- ☐ Staff received a budget calendar with touchpoints during the mid-year review and submissions of budget requests for FY24 including additional personnel, considerations for the Comprehensive List of Fees and Services, and departmental requests.
- ☐ Initial requests were reviewed by the Executive Team and reductions were by department heads prioritizing mission critical items after the review.
- ☐ The Executive team reevaluated remaining requests for further reductions and to bring budget into balance.
- ☐ Water/Sewer and Electric Enterprise rate models were evaluated by the Executive team in collaboration with consultant partners.
- ☐ A proposed budget was developed based upon budget priorities and multiple variables.



FY 24 Budget Priorities

☐ **Develop a fiscally responsible budget with attention to council priorities and town needs.**

- Review budget requests for costs savings, organizational capacity, and prioritized needs.
- Creation of program budgets to budget for the replacement, repair, and maintenance of assets.

☐ **Develop a budget utilizing strategic financial planning for the future.**

- Capital Improvement Plan and Affordability study
- Utilization of rate modeling
- Pay and Class Study
- Organizational Review Study
- Consideration of economic conditions
- Finalization and incorporation of "anchor document" initiatives into budget considerations

☐ **Invest in Employee Retention and Development**

- 5% pool for salary adjustments, which includes a 3.33% COLA for full-time and permanent part-time employees.
- State Health Plan employer contribution increase: 7%.
- NC Retirement Fund employer contribution increase: 0.76% General and 1.01% for LEO.
- Maintenance of tuition assistance program, paid parental leave, staff wellness, and professional development.

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Initial Budget Requests: The Starting Point

(Department Level)

Requested amount over budget (Expenditures greater than Revenue projections):

- ☐ General Fund-\$13.1 million
 - ☐ General Fund Capital Outlay-\$10.9 million
- ☐ Water & Sewer Fund- \$21.8 million
 - ☐ Water and Sewer Capital Outlay-\$21.9 million
- ☐ Electric Fund-\$3.6 million
 - ☐ Electric Capital Outlay- \$5.5 million
- ☐ 10 new positions at a cost of \$0.9 million
 - ☐ 22 total positions requested



FY24 Operating Budget

Proposed Budget



ECONOMIC CONSIDERATIONS

Economic Considerations:

- ❑ Consumer Price Index (CPI) inflation rate was 4.9% in April compared to 8.3% for April 2022.
 - ❑ First time inflation has been below 5% in the last 2 years
- ❑ Personal Consumption Expenditures (PCE) Price Index was 4.2% in March compared to 6.6% for March 2022.
- ❑ Federal Reserve policy – rein in inflation to 2% target.
 - 10 rate increases beginning March 2022 totaling 5%. Future increases may be necessary. Next meeting in June. Fed Funds Rate forecasted to be 5.25% at end of calendar 2023.
- ❑ GDP increased 2.7% in Q4 2022, 2.1% for 2022, and 3.2% for Q1 2023.
- ❑ Recession projected to occur in late 2023 and continue in 2024.



Major Revenue Assumptions

- ☐ Tax rate remains at \$0.60 with a 99% collection rate.
- ☐ Ad Valorem property taxes will grow 6%. Value of \$0.01=\$299,000
- ☐ Sales tax revenues will increase \$1.0 million compared to FY 2023 budget and 5% higher than the \$8.6 million estimate for FY 2023.
- ☐ Development revenue will decline slightly.



TOWN OF CLAYTON
FY 2024 Expenditure Budget Summary

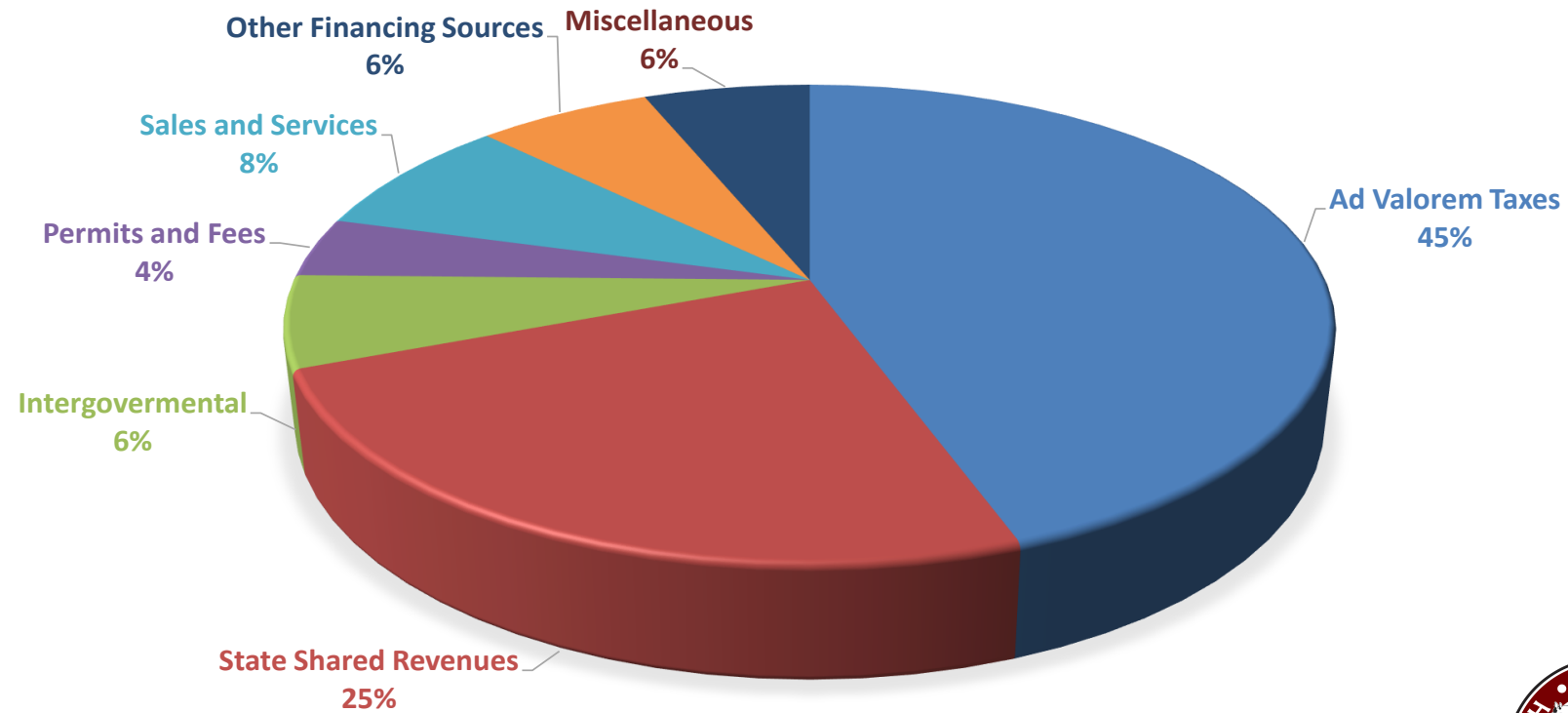
Expenditure Budget	General Fund	W&S Fund	Electric Fund
Salaries and Benefits	\$ 24,804,746	2,749,530	1,326,860
Contract Services	5,069,402	4,857,151	645,400
Operating Expenses	9,914,632	2,594,284	781,410
Programs	1,332,683	8,805,900	10,702,272
Special Appropriations	1,210,000	119,721	60,509
Debt Service	2,439,694	6,463,625	557,127
Capital Outlay	5,861,210	12,458,375	3,882,000
Miscellaneous	(4,896,083)	3,976,234	1,559,151
Total	\$ 45,736,284	\$ 42,024,820	\$ 19,514,729



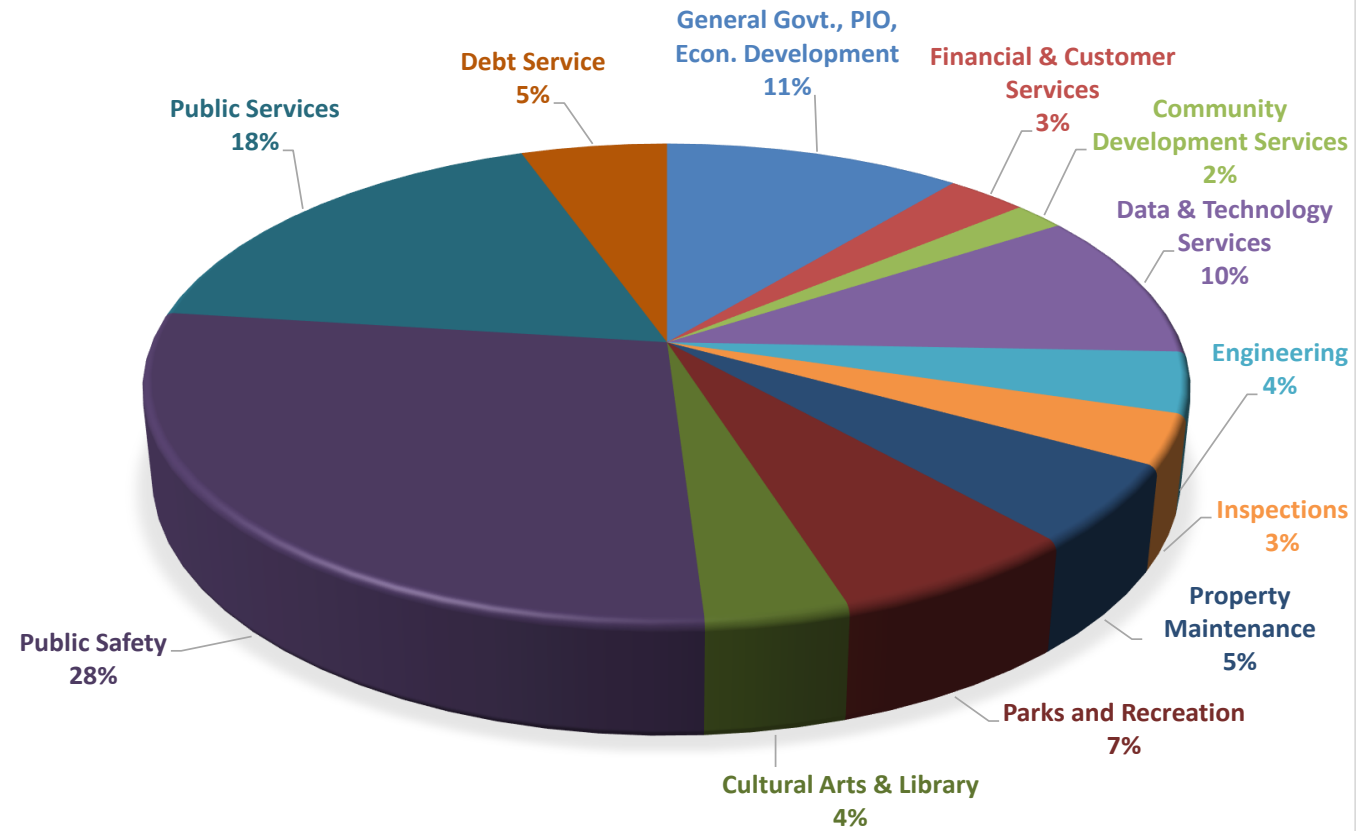
Recommended New Positions

FY 2024 Budget - New Positions				Budgeted Amounts				
Division	Position	Annual Salary	Budgeted Start Date	Wages	Tax	Benefits	Workers' Comp	Total
General Fund								
Finance-Admin	Budget Manager	80,000.00	7/1/2023	80,068.00	6,125.00	21,659.00	288.00	108,140.00
Planning	Planner II	71,700.00	7/1/2023	71,748.00	5,488.00	20,602.00	1,220.00	99,058.00
Engineering	Project Control Specialist	60,000.00	7/1/2023	60,058.00	4,595.00	19,246.00	1,021.00	84,920.00
General Fund, Excluding Public Safety*				211,874.00	16,208.00	61,507.00	2,529.00	292,118.00
Public Safety								
PD-Admin	Administrative Support Specialist	48,000.00	7/1/2023	48,056.00	3,677.00	17,007.00	173.00	68,913.00
Total Public Safety				48,056.00	3,677.00	17,007.00	173.00	68,913.00
Total General Fund				259,930.00	19,885.00	78,514.00	2,702.00	361,031.00
Water Sewer Fund								
WWTP	Plant Maintenance Supervisor	62,000.00	7/1/2023	62,055.00	4,747.00	19,619.00	2,222.00	88,643.00
WWTP	Operator	56,000.00	7/1/2023	56,064.00	4,289.00	18,501.00	2,007.00	80,861.00
Total Water Sewer Fund				118,119.00	9,036.00	38,120.00	4,229.00	169,504.00
Grand Total				378,049.00	28,921.00	116,634.00	6,931.00	530,535.00

**TOWN OF CLAYTON
WHERE THE FUNDS COME FROM
FY 2024 BUDGET**



TOWN OF CLAYTON
HOW YOUR TAX DOLLAR IS SPENT
FY 2024 BUDGET



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Capital Improvement Plan

Projects and Affordability

ClaytonNC.org



Summary of Cases Analyzed



Sensitivity Cases: Top Priority + Max Capacity with 3¢ in FY 25, 27 and 29

A	B	C	D	E	F	G	H	I	J
		Case 1		Case 2		Case 2A		Case 2B	
		Total CIP		Top Priority Projects Only		Top Priority Projects + FY 25 Debt Capacity		Top Priority Projects + FY 26 Debt Capacity	
1	Total Capital Projects (FY 2024 - 2030)								
2	Pay / Go	\$10,630,055		\$300,000		\$300,000		\$300,000	
3	Grant Funded	\$4,540,000		\$0		\$0		\$0	
4	Total Debt Issuances ¹	\$135,647,500		\$78,300,000		\$78,300,000		\$78,300,000	
5	Total CIP Projects	\$150,817,555		\$78,600,000		\$78,600,000		\$78,600,000	
6	Existing Parks and Rec Authorized GO Bonds ²	\$4,500,000		\$4,500,000		\$4,500,000		\$4,500,000	
7	FY 2025 Debt Capacity ¹	\$0		\$0		\$15,350,000		\$0	
8	FY 2026 Debt Capacity ¹	\$0		\$0		\$0		\$17,000,000	
9	Grand Total Debt Issuances and Capital	\$155,317,555		\$83,100,000		\$98,450,000		\$100,100,000	
10	Key Debt Ratios	Policy	Years out of Compliance	(Worst Shown)	Years out of Compliance	(Worst Shown)	Years out of Compliance	(Worst Shown)	Years out of Compliance
11	Projected 10-year Payout	55.0%	52.13%	3	56.02%	0	54.46%	1	54.64%
12	Projected Debt to Assessed Value	2.5%	2.79%	5	1.95%	0	2.22%	0	2.27%
13	Projected Debt Service vs Expenditures	15.0%	23.72%	11	16.63%	1	18.59%	6	18.86%
14	Equivalent Tax Impact	As Needed	Level Impacts	As Needed	Level Impacts	Level Impacts	Level Impacts	Level Impacts	Level Impacts
15	FY 2024	-	-	-	-	-	-	-	-
16	FY 2025	-	7.79¢	-	1.83¢	3.00¢	3.00¢	3.00¢	3.00¢
17	FY 2026	0.60¢	-	-	-	-	-	-	-
18	FY 2027	17.47¢	7.79¢	-	1.83¢	3.00¢	3.00¢	3.00¢	3.00¢
19	FY 2028	4.86¢	-	-	-	-	-	-	-
20	FY 2029	-	7.79¢	-	1.83¢	3.00¢	3.00¢	3.00¢	3.00¢
21	FY 2030	-	-	5.94¢	-	-	-	-	-
22	FY 2031	3.86¢	-	5.01¢	-	-	-	-	-
23	Total	26.78¢	23.37¢	10.95¢	5.49¢	9.00¢	9.00¢	9.00¢	9.00¢
24	Equivalent Upfront Tax Impact (FY 2024)	17.62¢		4.52¢		N/A		N/A	
25	Equivalent Upfront Tax Impact (FY 2025)	18.84¢		4.77¢		N/A		N/A	
26	Equivalent Upfront Tax Impact (FY 2026)	20.53¢		5.08¢		N/A		N/A	
27	Sensitivity: FY 2026 Revaluation Growth of 15%								
28	Equivalent Tax Impact - As Needed (FY 24 - 31)	24.45¢		10.00¢		N/A		N/A	
29	Equivalent Tax Impact - Upfront (FY 26)	18.74¢		4.64¢		N/A		N/A	

¹ Debt financings assume 20-year level principal amortization structure, with principal and interest payments beginning in the fiscal year following issuance, and a 5.00% interest rate.

² Assumes 20-year level principal amortization structure, with a half year of interest only in the FY of issuance and principal payments beginning in the FY following issuance and a 5.00% interest rate.

Capital Improvement Plan: FY 2024 – 2030

Project Summary – By Priority Rank



A	B	C	D	E	F	G	H	I	J	K	L
		Funding Source	Priority Rank	2024	2025	2026	2027	2028	2029	2030	Total
1	Uses:										
2	Department	Project									
3	Parks and Rec	Pre-Approved Capital Project (GO Bonds)	Debt	4,500,000	-	-	-	-	-	-	4,500,000
4	Top Priority Projects										
5	Public Safety	Northside Public Safety Complex	Debt	1	-	500,000	12,500,000	-	-	-	13,000,000
6	Public Safety	Southside Public Safety Complex	Debt	1	750,000	12,000,000	-	-	-	-	12,750,000
7	Public Safety	Public Safety Training Facility	Debt	3	-	-	-	500,000	4,000,000	-	4,500,000
8	Public Works	Southern Connector - Cobblestone/LCC Rd cut through	Debt	4	-	150,000	1,650,000	-	-	-	1,800,000
9	Public Works	Operations Warehouse	Debt	5	-	-	150,000	3,300,000	-	-	3,450,000
10	Public Works	Shotwell Intersection Improvements	General Pay-Go	6	-	50,000	250,000	-	-	-	300,000
11	Public Works	Main St Improvement Project	Debt	7	-	-	-	-	1,000,000	23,000,000	24,000,000
12	Public Works	Operations Facility (40% General Fund)	Debt	8	-	-	450,000	9,500,000	-	-	9,950,000
13	Public Works	Southern Connector - Central Spine to Dairy Road	Debt	9	-	-	-	250,000	2,000,000	-	2,250,000
14	Library	Library Renovation Project	Debt	10	2,000,000	-	-	-	-	-	2,000,000
15	Library	Library Facility at Copper District	Debt	10	-	-	4,600,000	-	-	-	4,600,000
16	Subtotal - Top Priority Projects			2,750,000	12,200,000	2,400,000	17,700,000	13,550,000	7,000,000	23,000,000	78,600,000
17	Non-Top Priority Projects										
18	Public Works	First Street Modernization & Parking Aisle - Church to Horne Squan	Debt	12	-	4,525,000	-	-	-	-	4,525,000
19	Public Works	Robertson Street Sidewalk Gaps	General Pay-Go	13	-	138,000	-	-	-	-	138,000
20	Public Works	Main St. Pedestrian Improvments	Debt	13	-	720,000	-	-	-	-	720,000
21	Economic Development	Project Life Dust - Town required improvements	General Pay-Go	15	-	-	-	200,000	-	-	200,000
22	Parks and Rec	Town Square Stage	General Pay-Go	16	-	-	1,500,000	-	-	-	1,500,000
23	Parks and Rec	Clayton Community Center - Phase 2	Debt	17	-	5,750,000	-	-	-	-	5,750,000
24	Parks and Rec	ECCP-Bleachers and Shade	General Pay-Go	17	-	-	-	-	255,000	-	255,000
25	Parks and Rec	Municipal Park Playground shade	General Pay-Go	17	-	-	-	75,000	-	-	75,000
26	Parks and Rec	Loop Road Sports Multipurpose Complex	Debt	20	-	16,150,000	-	-	-	-	16,150,000
27	Parks and Rec	Community Park-skatepark	Debt	21	-	3,350,000	-	-	-	-	3,350,000
28	Economic Development	Railroad Parking & First St. Extension	General Pay-Go	22	-	-	-	-	-	-	-
29	Economic Development	Project Goodwill	General Pay-Go	22	1,550,000	-	-	-	-	-	1,550,000
30	Economic Development	Robertson to Bortex Business Center Multipurpose Path	General Pay-Go	22	-	-	-	1,350,000	-	-	1,350,000
31	Public Safety	Fire Admin Building	Debt	22	-	6,000,000	-	-	-	-	6,000,000
32	Parks and Rec	ECCP-restroom renovations	Debt	22	-	1,255,000	-	-	-	-	1,255,000
33	Parks and Rec	ECCP-parking expansion	Debt	22	-	-	-	-	1,832,500	-	1,832,500
34	Parks and Rec	ECCP-install curb and gutter at original p-lot/disc golf p-lot	General Pay-Go	22	-	105,000	-	-	-	-	105,000
35	Parks and Rec	Sam'l Branch Trailhead Improvements	Debt	22	-	-	2,300,000	-	-	-	2,300,000
36	Parks and Rec	Covered Bridge Trailhead Improvements	Debt	22	-	-	2,300,000	-	-	-	2,300,000
37	Parks and Rec	Loop Road Park-Nature Center	General Pay-Go	22	-	-	1,000,000	-	-	-	1,000,000
38	Public Works	Main St Sidewalk (LAPP)	General Pay-Go	22	-	-	-	-	-	744,555	744,555
39	Public Works	NC 42E Greenway Extension (Town Participation)	General Pay-Go	22	-	-	-	600,000	-	-	600,000
40	Public Works	Stallings St Extension	Debt	22	-	-	-	535,000	-	-	535,000
41	Public Works	Downtown Parking/Parking Lot Acquisitions	Debt	22	1,050,000	-	-	-	-	-	1,050,000
42	Public Works	Downtown Railway Ped Crossings	Debt	22	-	600,000	-	-	-	-	600,000
43	Public Works	US 70 Crossings	Debt	22	-	220,000	-	-	-	-	220,000
44	Public Works	Amelia Church Rd & Shotwell Rd Greenway Gaps	Debt	22	-	1,530,000	-	-	-	-	1,530,000
45	Public Works	Glen Laurel Road Pedestrian Improvements	Debt	22	-	750,000	-	-	-	-	750,000
46	Public Works	O'Neil St Pedestrian Improvements	Debt	22	-	80,000	-	-	-	-	80,000
47	Public Works	East Coast Greenway Completion - NC 42 Sidepath	Debt	22	-	1,500,000	-	-	-	-	1,500,000
48	Public Works	Cobblestone to CCC Greenway	Debt	22	-	-	-	-	-	1,725,000	1,725,000
49	Public Works	Clayton Riverwalk extension to NC 42E	Debt	22	-	-	1,725,000	-	-	-	1,725,000
50	Public Works	Parkview, Meadowview, High Point Greenway Gap	General Pay-Go	22	-	-	-	725,000	-	-	725,000
51	Public Works	Clayton Community Center - Pedestrian Crossing	General Pay-Go	22	-	-	-	-	962,500	-	962,500
52	Public Works	Shotwell Pedestrian Improvements	General Pay-Go	22	-	-	-	-	-	575,000	575,000
53	Public Works	First Street Pedestrian Improvements - O'Neil to Robertson	Debt	22	-	-	3,450,000	-	-	-	3,450,000
54	Public Works	Downtown Parking & Turn Lane - N O'Neil & First Street	General Pay-Go	22	-	-	-	-	-	550,000	550,000
55	Public Works	Stallings St Extension (LAPP Grant)	LAPP Grants	22	-	-	-	2,140,000	-	-	2,140,000
56	Public Works	Downtown Railway Ped Crossings (LAPP Grant)	LAPP Grants	22	-	-	2,400,000	-	-	-	2,400,000
57	Sub-Total - Non-Top Priority Projects			2,600,000	9,568,000	41,105,000	7,275,000	5,025,000	3,050,000	3,594,555	72,217,555
58	Grand Total CIP (Line 16 + 57)			5,350,000	21,768,000	43,505,000	24,975,000	18,575,000	10,050,000	26,594,555	150,817,555

Utility Rate Recommendations

Water/Sewer/Electric/Solid Waste



Utility Rate Recommendations/Drivers

☐ Electric-5% Increase

- Growing Capital Improvement Plan needs for existing and new growth projects
- Renewal and replacement of aging infrastructure.
- Power Supply(NCEMPA)costs increases to 2%
- Debt service for bonds for financial capital projects

☐ Water/Sewer-15.4% Combined Increase

- Replacement of existing water treatment facility near end of life
- Management of the escalation in costs and availability of resources while maintaining services
- Purchased water costs contracts
- Purchased wastewater treatment in interim capacity until new water treatment facility is operational.

☐ Solid Waste- Increase of 2 dollars to \$24.00

- Required to "break even" on the cost of the service for residents



Water-Sewer Fund Rate Analysis

Updated Financial Plan (FY 2024 through FY 2028)

Line	Description	Fiscal Years:									
		2024		2025		2026		2027		2028	
Revenues											
1	Existing Service Revenues	\$	28,614,425	\$	29,358,008	\$	30,064,839	\$	31,043,499	\$	32,038,142
2a	Revenue Increase (Water)		3.0%		8.0%		8.0%		12.0%		12.0%
2b	Revenue Increase (Wastewater)		25.8%		22.0%		22.0%		6.0%		3.0%
2	Revenue Increase (Combined)-%		15.4%		16.3%		16.7%		8.1%		6.3%
3	Revenue Increase (Combined)-\$		4,406,083		10,042,854		17,028,334		21,518,256		25,601,509
4	Other Revenues		4,145,372		4,628,651		4,633,250		4,643,521		4,654,806
5	Total System Revenues	\$	37,165,879	\$	44,029,513	\$	51,726,422	\$	57,205,276	\$	62,294,457
Expenses											
6	Operating & Maintenance Expense	\$	16,417,086	\$	19,764,113	\$	19,952,665	\$	21,188,816	\$	21,541,331
7	Existing Debt Service		6,463,624		5,947,189		15,568,981		14,663,972		14,602,790
8	Proposed Debt Service		-		-		-		2,848,532		5,697,065
9	Other Expenditures		5,915,933		6,436,496		6,614,608		6,716,965		7,823,389
10	Risk Mitigating Funds		5,640,802		5,770,591		5,270,591		5,270,591		5,270,591
11	Total System Expenses	\$	34,437,445	\$	37,918,390	\$	47,406,846	\$	50,688,876	\$	54,935,166
12	Annual Operating Balance	\$	2,728,434	\$	6,111,123	\$	4,319,576	\$	6,516,400	\$	7,359,290
13	Debt Service Coverage		3.21		4.08		2.04		2.06		2.01
14	Days Cash on Hand		127		163		180		230		254

Performance
Targets
Desired/Minimum



2.00/1.50
360/200 Days

Electric Fund Rate Analysis

Proposed FY 2024 Increase and 5-Year Forecast

Rate Class	Fiscal Year End June 30					
	2023	2024	2025	2026	2027	2028
Revenue						
Revenue Under Existing Rates	\$16,256,663	\$16,527,408	\$16,803,880	\$17,086,212	\$17,374,506	\$17,668,774
Rate Adjustment	0.00%	5.00%	5.00%	3.00%	3.00%	3.00%
Additional Rate Revenue	\$0	\$826,400	\$1,722,400	\$2,316,400	\$2,947,500	\$3,617,300
Total Rate Revenue	\$16,256,663	\$17,353,808	\$18,526,280	\$19,402,612	\$20,322,006	\$21,286,074
Other Revenue	\$520,400	\$779,687	\$1,166,832	\$1,304,335	\$1,317,215	\$1,330,481
Total Revenue	\$16,777,063	\$18,133,495	\$19,693,112	\$20,706,947	\$21,639,221	\$22,616,555
Gross Revenue Requirements	\$17,459,455	\$17,550,452	\$19,849,153	\$18,864,735	\$22,733,491	\$22,816,613
Net Annual Cash Flow	(\$682,391)	\$583,043	(\$156,041)	\$1,842,212	(\$1,094,270)	(\$200,058)
Days Cash on Hand	101	114	105	148	119	111
Debt Service Coverage Ratio	3.11	5.19	3.55	4.55	2.11	2.22



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Customer Sample Bill *

Current (FY23)

METER NUMBER	SERVICE PERIOD	# DAYS	PREVIOUS	CURRENT	USAGE	DESCRIPTION	AMOUNT
6036814610	07/01/2023-08/01/2023	30	0	934	934	Electric	135.63
						Sales Tax	9.49
87525790	07/01/2023-08/01/2023	30	0	40	4000	Water	40.20
87525790	07/01/2023-08/01/2023	30	0	40	4000	Sewer	62.25
						Residential Garbage/Recycling	22.50
Total							270.07

Total balance due: 270.07

Proposed (FY24)

METER NUMBER	SERVICE PERIOD	# DAYS	PREVIOUS	CURRENT	USAGE	DESCRIPTION	AMOUNT
6036814610	07/01/2023-08/01/2023	30	0	934	934	Electric	142.42
						Sales Tax	9.97
87525790	07/01/2023-08/01/2023	30	0	40	4000	Water	41.34
87525790	07/01/2023-08/01/2023	30	0	40	4000	Sewer	78.31
						Residential Garbage/Recycling	24.00
Total							296.04

Total balance due: 296.04

Note: Based on an average customer within the Town's system



Conclusions



Opportunities and Challenges

- ❑ Water and Sewer Fund will continue to require rate increases to fund reinvestment in the system.
- ❑ Electric Fund will require increases to sustain the financial health of the utility.
- ❑ The Town continues to experience strong growth, which impacts all components of operations.
- ❑ Ongoing economic uncertainty creates the need for a conservative spending strategy.
- ❑ Fund balance appropriations are not sustainable in the General Fund Budget:
 - Growth will continue into the foreseeable future
 - Revenues will not increase at the same rate as growth will impact services
 - Recommend performing annual debt capacity and affordability analysis for CIP
 - Implementation of Organization Structure Study recommendations to achieve operational efficiency
- ❑ Strong financial health requires long-term planning to develop a roadmap for success:
 - Leverage debt issuance (bonds and installment finance agreements)
 - Utilize grant funding when feasible
 - Ad valorem tax rate
 - Develop other funding sources



Key Historical Trends



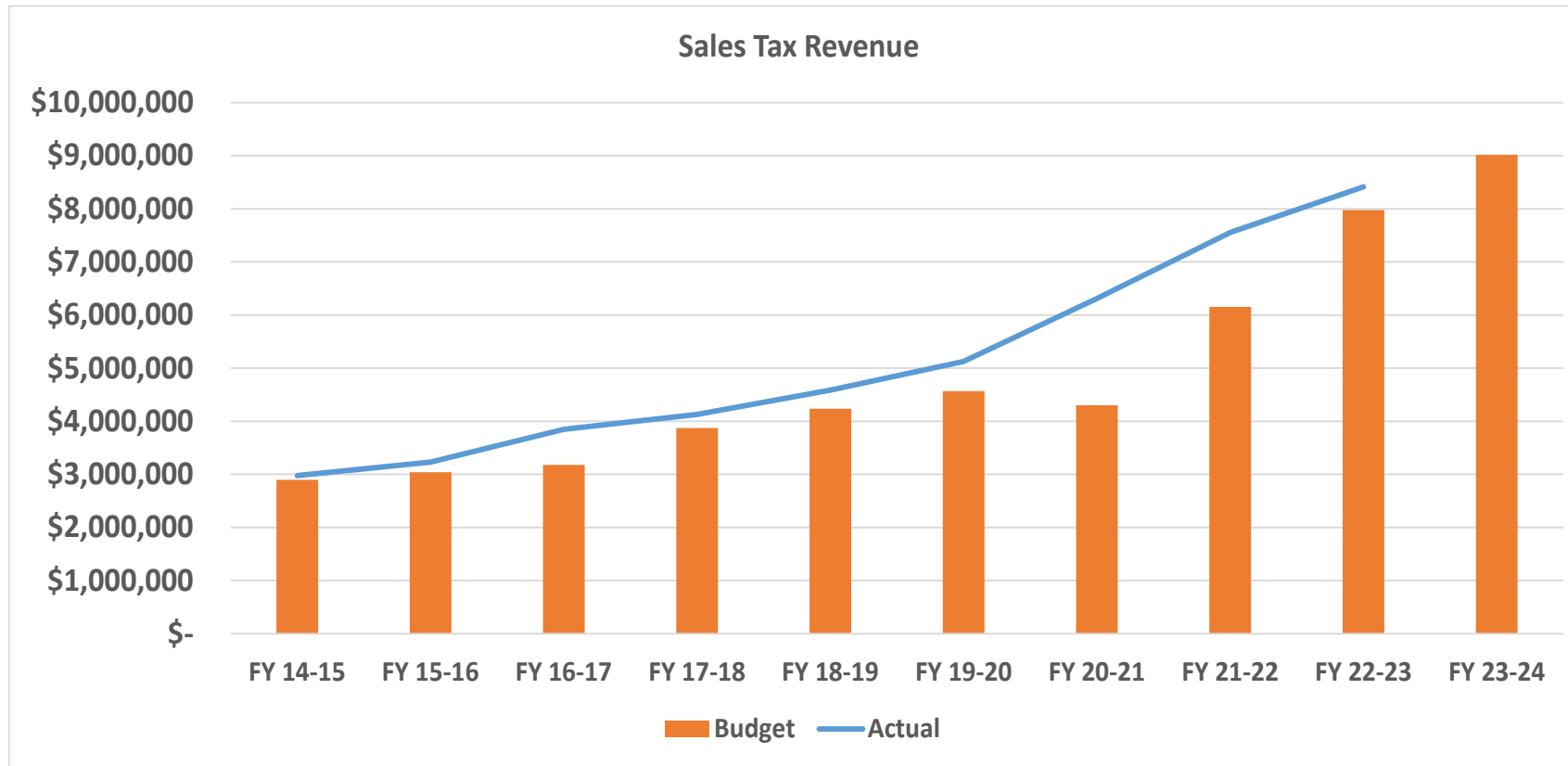
General Fund - Fund Balance Available June 30, 2022

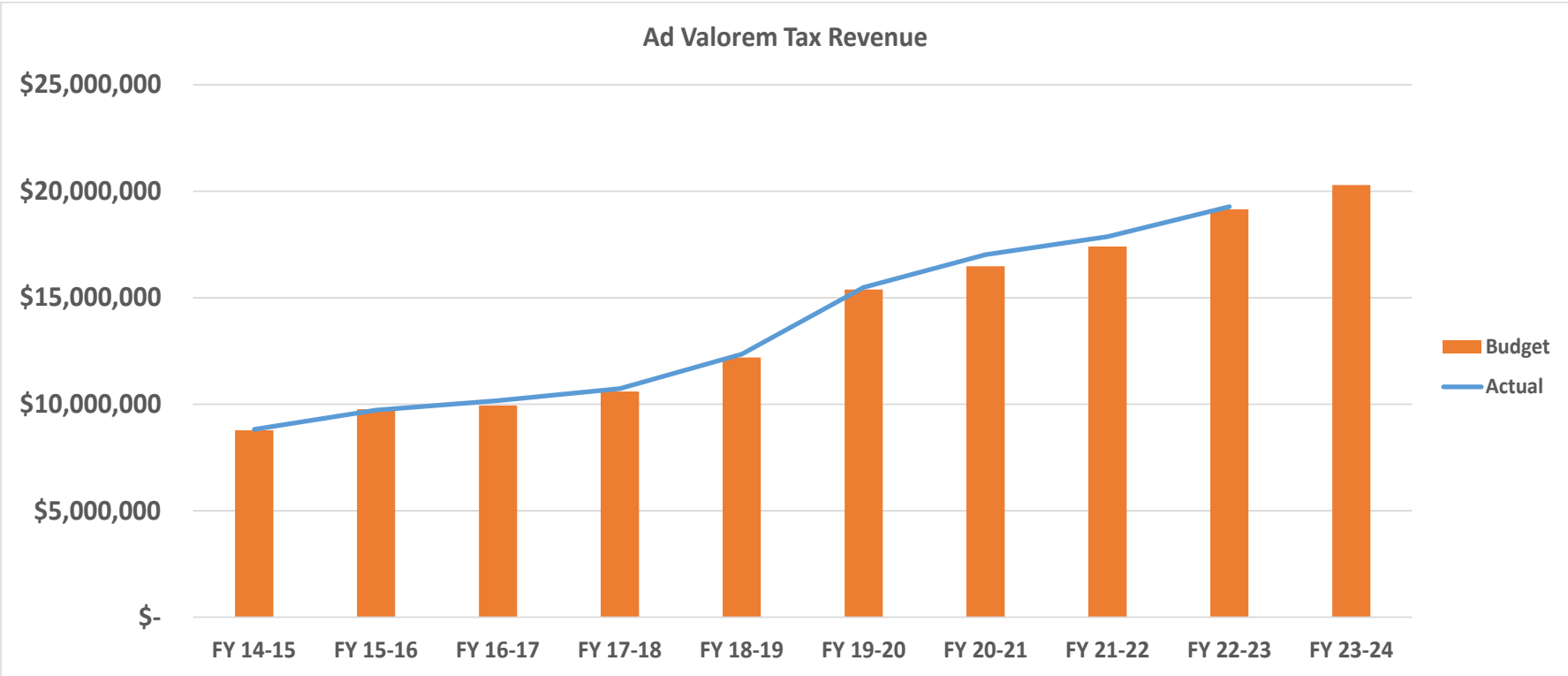
Nonspendable:	
Inventory	36,200
Perpetual maintenance	-
Restricted:	
Stabilization by State Statute	2,006,511
Streets - Powell Bill	296,450
Public Safety - Police	56,730
Public Safety - Fire	479,704
Committed	
Public Improvements (Capital Reserve)	2,080,522
Assigned:	
Public Safety - Fire	2,355
Reserve - Roof Maintenance	360,400
Reserve - Debt Service	-
Reserve - CIP Funding	1,045,824
Subsequent year's expenditures	7,962,462
Unassigned:	<u>11,110,765</u>
Total Fund Balance*	<u>\$ 25,437,923</u>

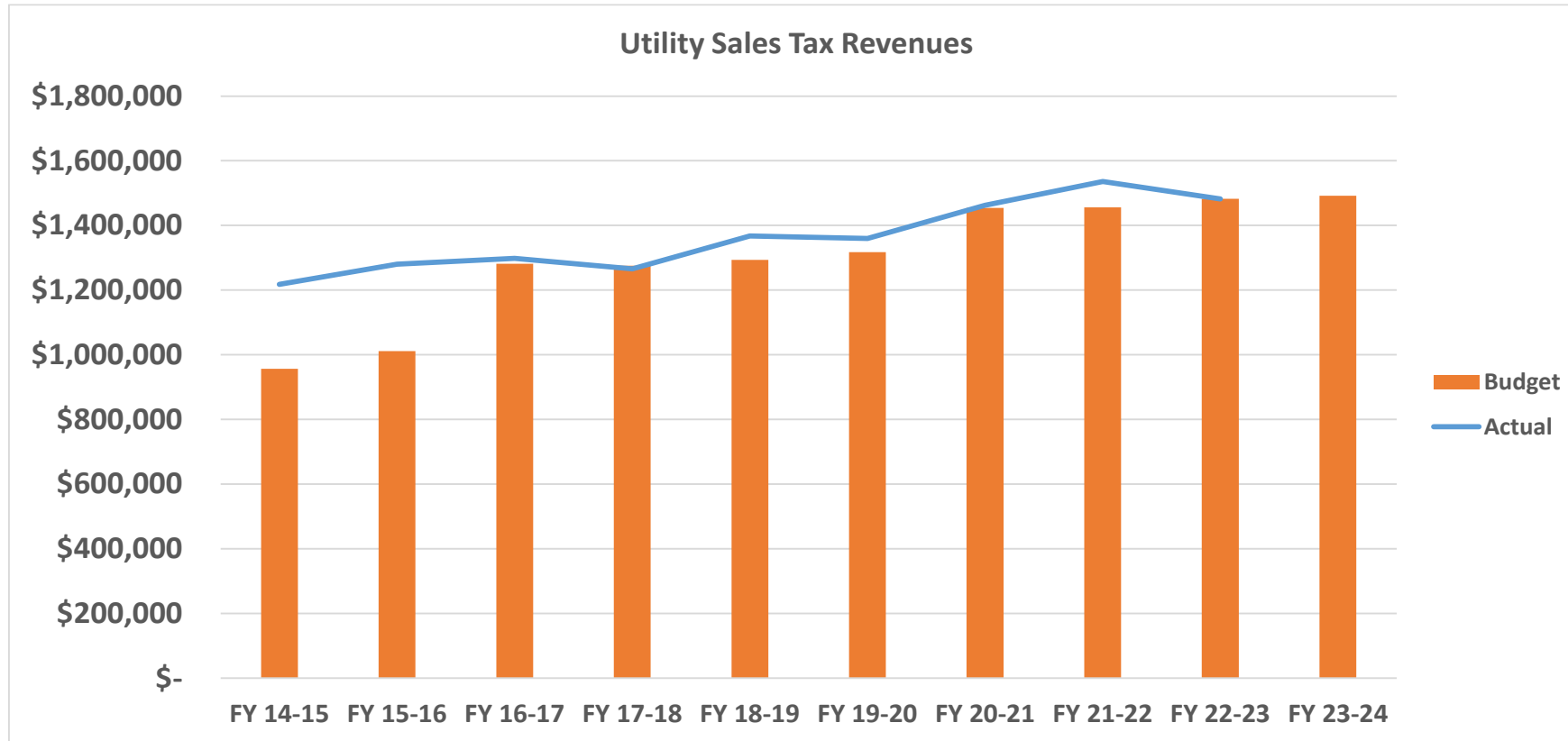
***Total Fund Balance increased by \$1.96M, while Unassigned Fund Balance decreased by \$5.1M primary due to a \$6.3M higher provision for subsequent year's expenditures.**

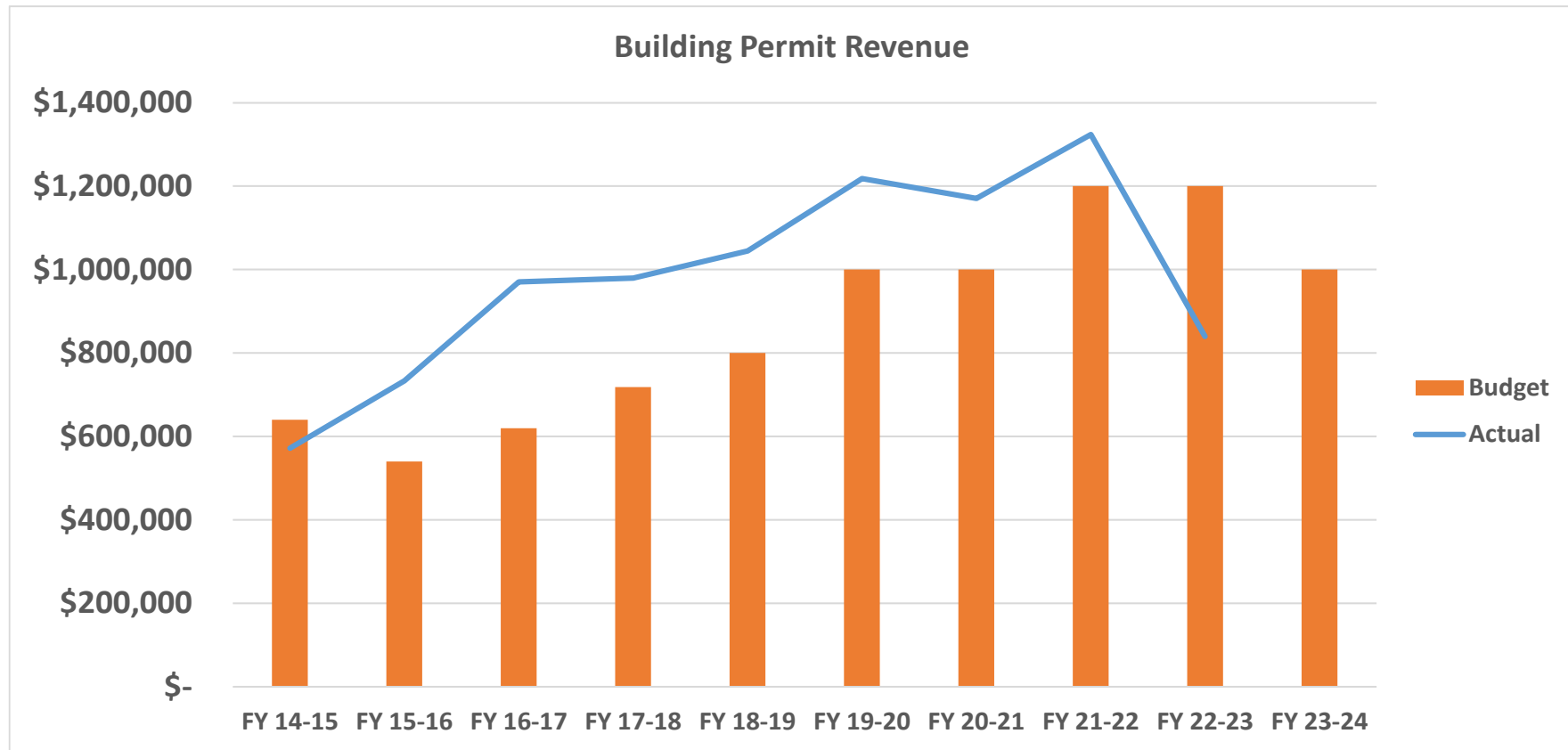
Financial Policy - Unassigned Fund Balance	Required Amount	Available Amount
Minimum Requirement- 20%	\$ 7,227,110	\$ 3,883,655
Minimum Requirement- 22.5%	\$ 8,130,499	\$ 2,980,266
Minimum Requirement- 25%	\$ 9,033,888	\$ 2,076,877
Minimum Requirement- 27.5%	\$ 9,937,277	\$ 1,173,488
Operational Target - 30%	\$ 10,840,665	\$ 270,100

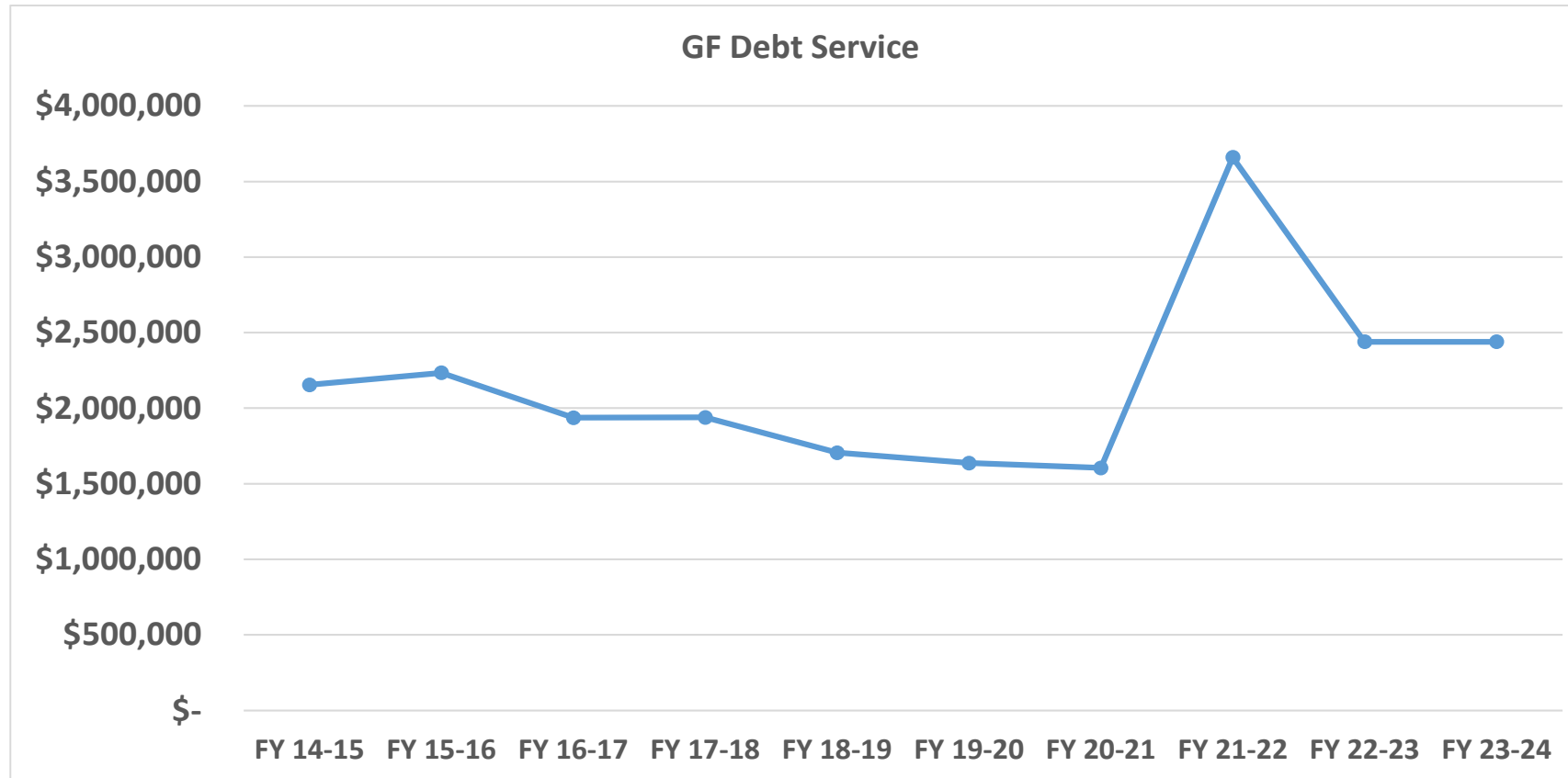




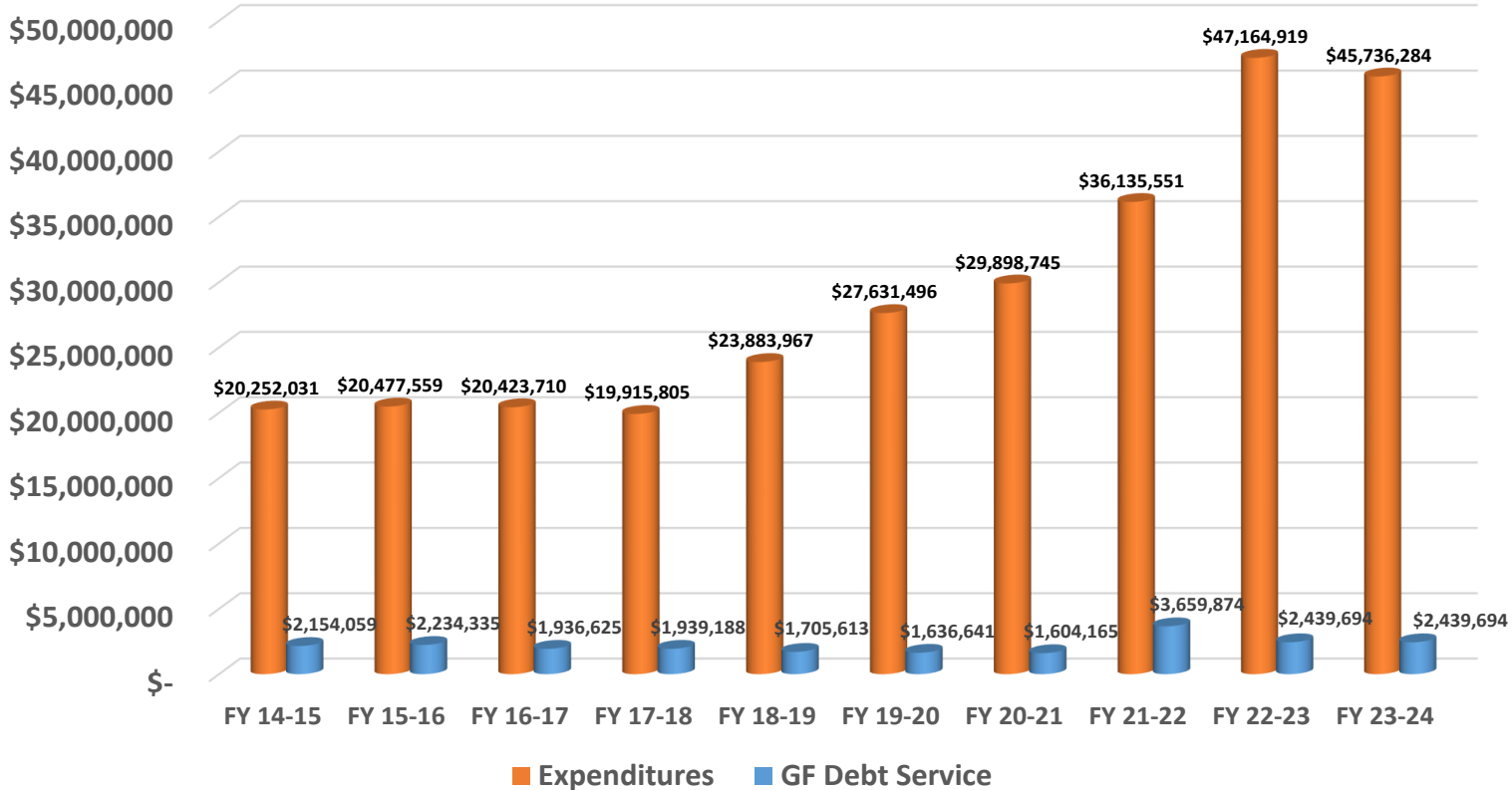


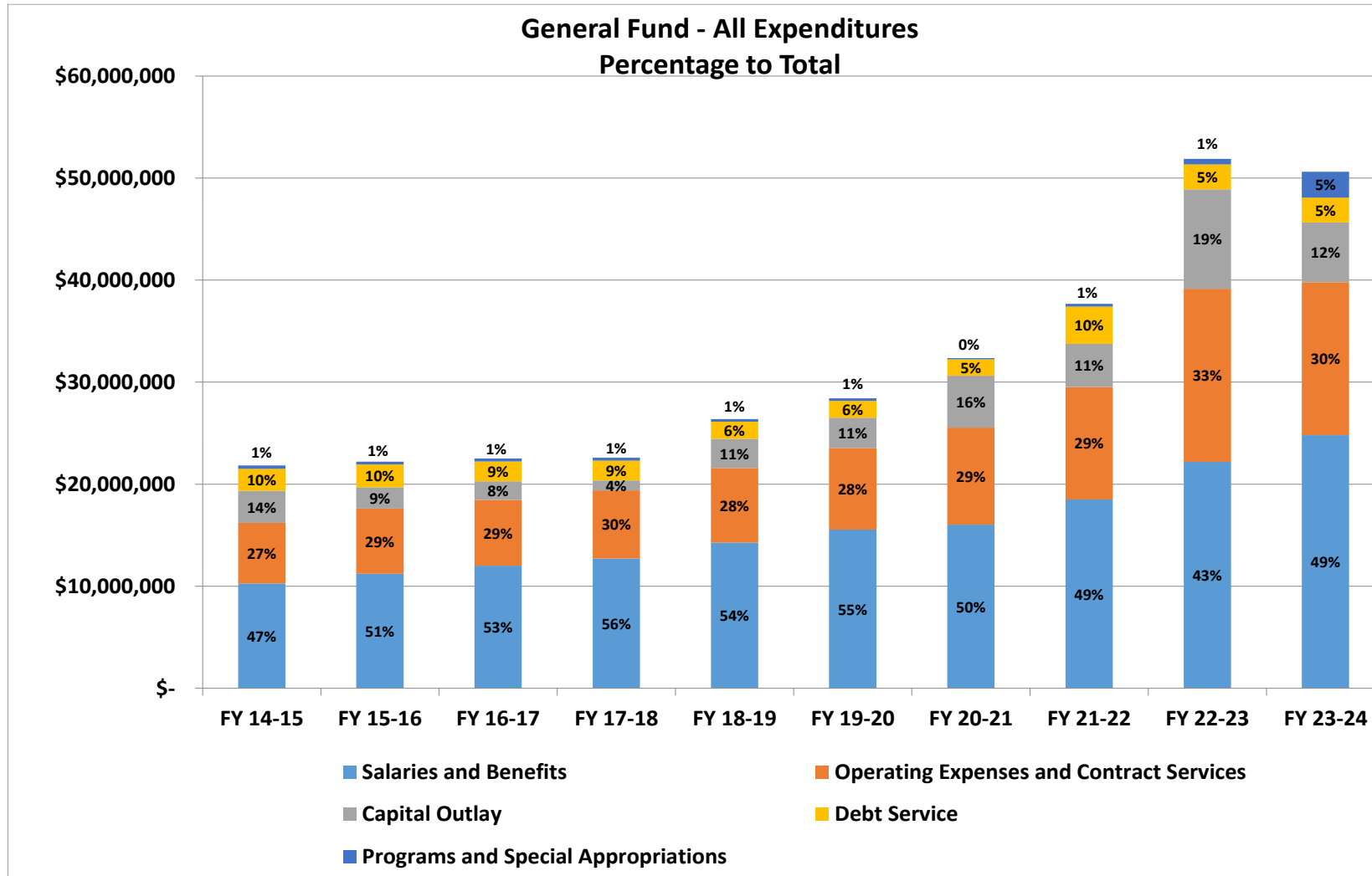






General Fund Debt to Expenditures

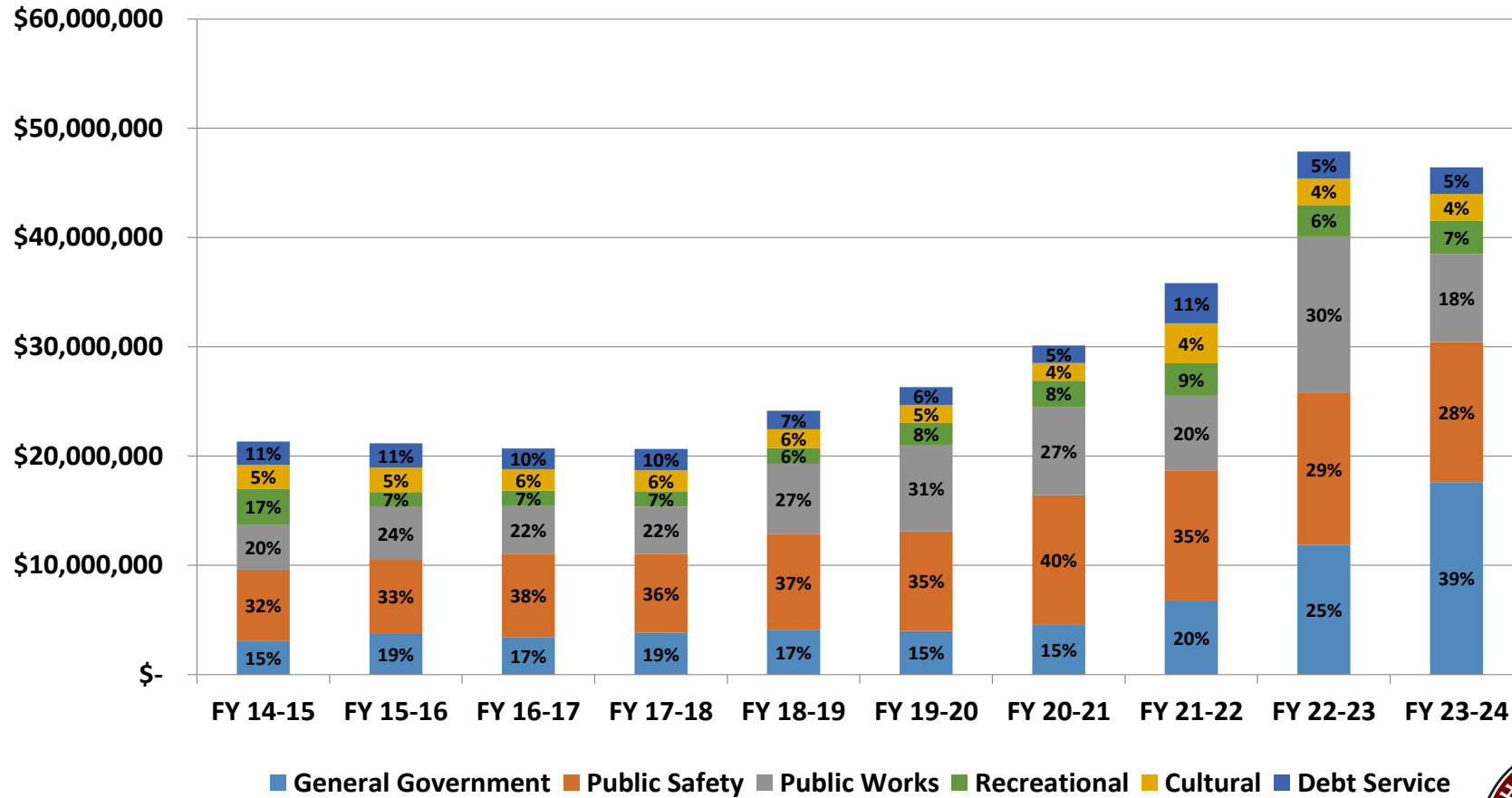


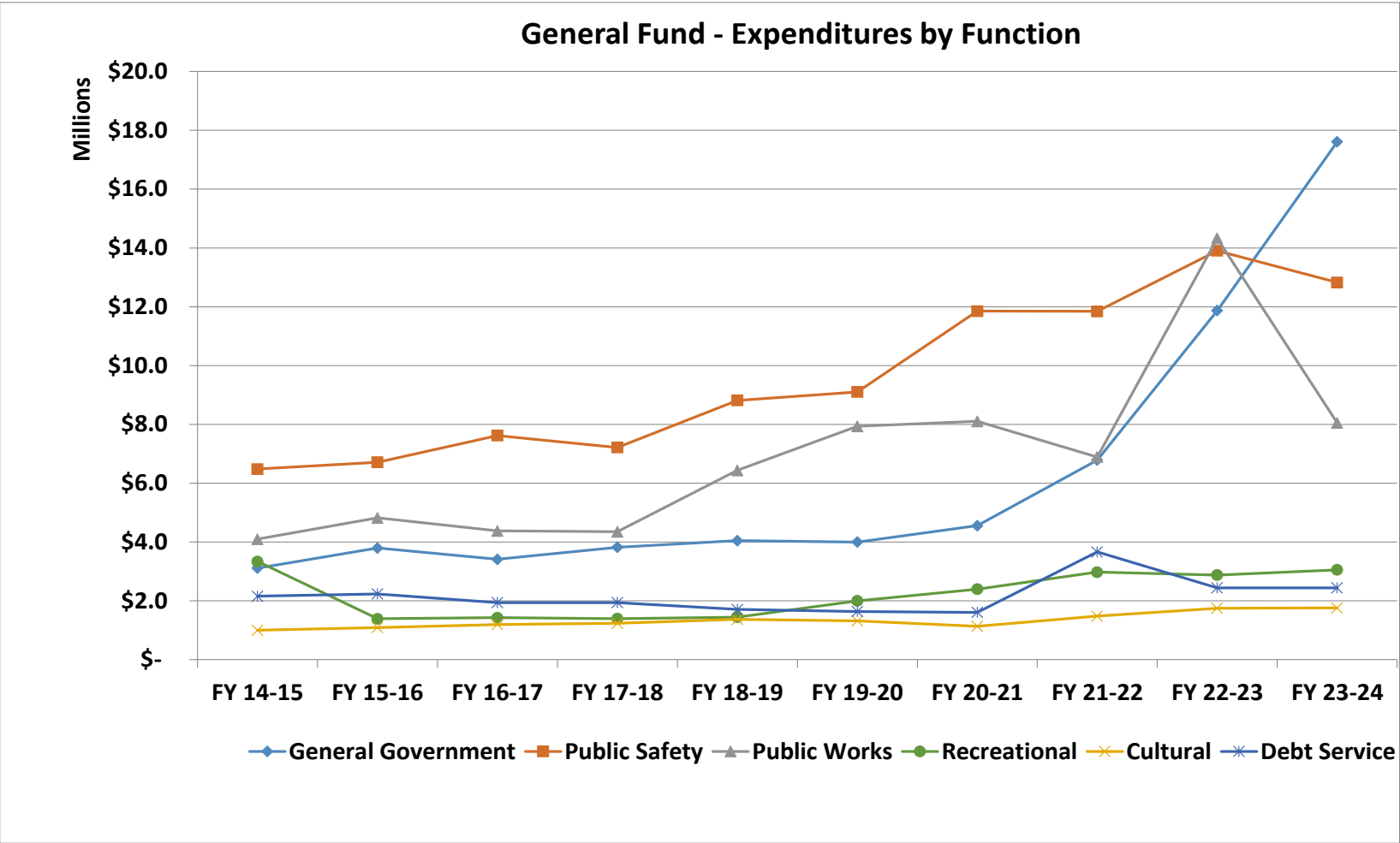


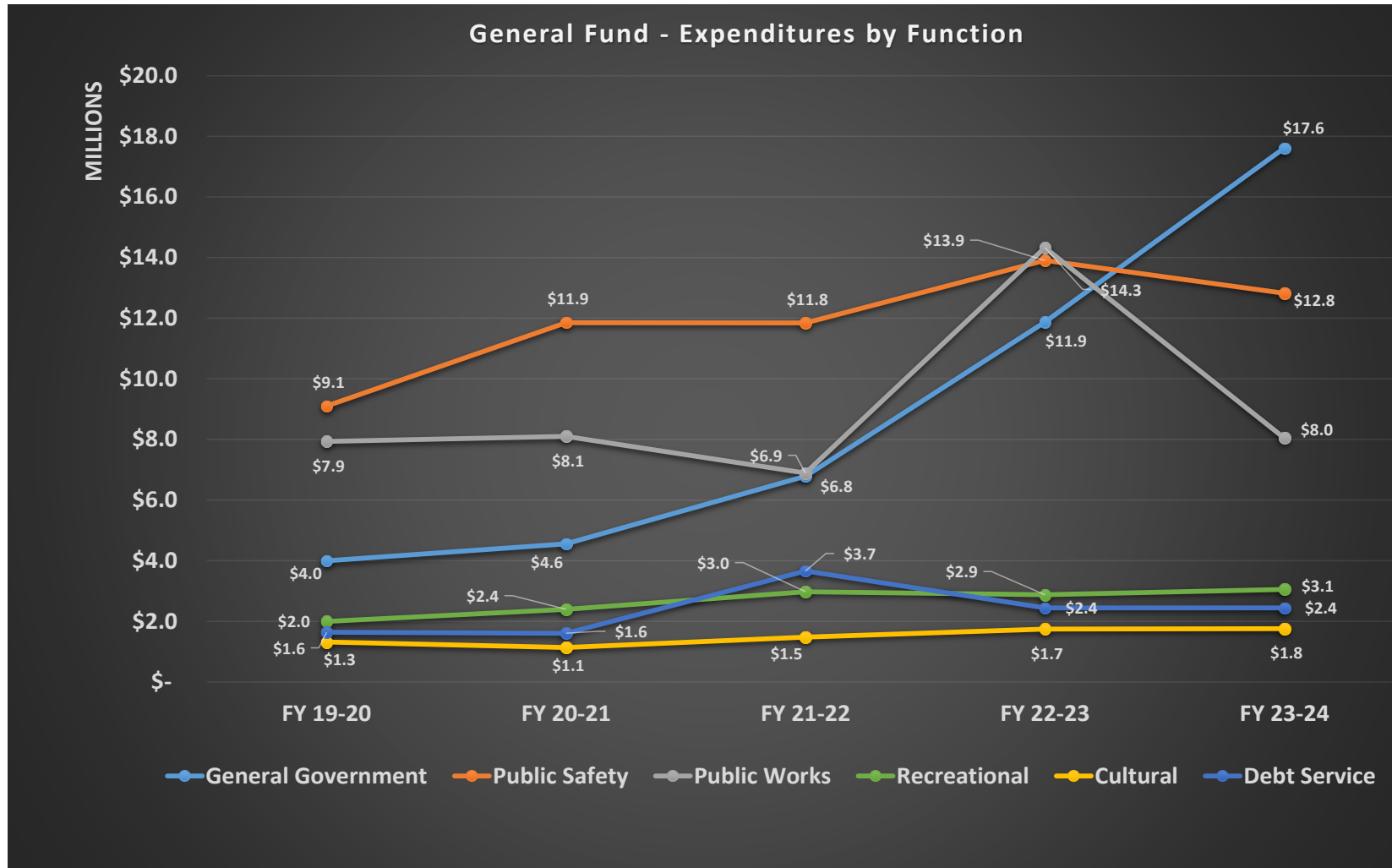
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General Fund - Expenditures by Function

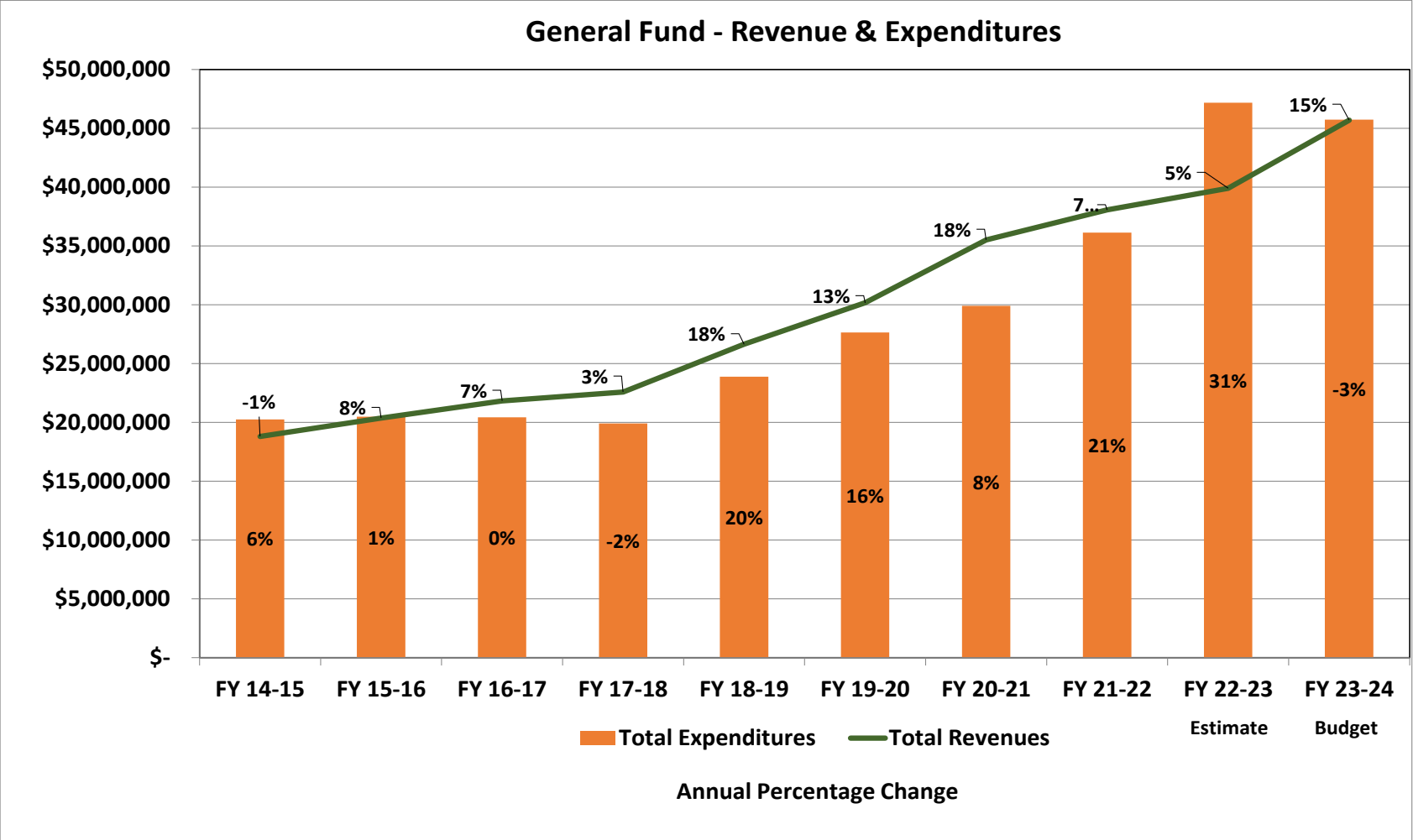






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Think CLAYTON NORTH CAROLINA

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Town of Clayton Budget Message Fiscal Year 2024



Executive Overview

Fiscal Year 2023 has been a banner year with major improvements to Municipal Park and East Clayton Community Park, the replacement of three bridges on the Clayton River Walk on the Neuse Greenway, commencement of construction on the Sam's Branch Water Reclamation Facility, and the completion of major office renovations, not to mention the success of the departmental goals and standard operating procedures initiative and the prioritization model for the capital improvement program. Focus remains on the completion of projects and increased uniformity and efficiency in functions and processes, while maintaining flexibility to adjust as market conditions change and/or opportunities arise. All employees are recognized for their commitment and service and Town Council and Department Heads are recognized for providing steady leadership.

The Town is well positioned to enter fiscal year 2024. Inflation eased to 4.9% in April 2023 on an annual basis compared to 8.3% in April 2022. The Federal Reserve has taken steps to rein in inflation to its 2% target by implementing ten interest rate increases since March 2022 totaling 5%. The fed funds rate is forecasted to be at 5.25% by the end of calendar 2023 and is expected to drop thereafter. A recession is projected to occur in late calendar 2023. Ongoing uncertainty in the economy requires a conservative approach to spending in fiscal year 2024. Long-term planning will continue to serve as a roadmap for success to preserve the Town's financial health.

Sales tax revenues have remained strong throughout fiscal year 2023 and are running approximately 15% higher than fiscal year 2022 and 6.4% higher than budget. The projection for fiscal year 2023 is \$0.6 million higher than budget and \$1 million, or 13.7%, higher than fiscal year 2022.

Ad valorem tax revenues for fiscal year 2023 are projected to be 0.7% higher than the budget. The year-to-date collection rate is 99.9% compared to 99.8% for the prior year. The budget for fiscal year 2023 assumed a 99% collection rate and the projection for fiscal year 2024 is 99.5%.

Building permit revenues have remained consistent since fiscal year 2020 due to ongoing new development activity. However, they are projected to decline in fiscal year 2023 and fiscal year 2024 due to the current economic conditions.

The recommended budget for the Town's three primary funds is as follows: General Fund - \$45,736,284; Water and Sewer Fund - \$42,024,820; Electric Fund - \$19,514,729.

TOWN OF CLAYTON FY 2024 Expenditure Budget Summary			
Expenditure Budget	General Fund	W&S Fund	Electric Fund
Salaries and Benefits	\$ 24,804,746	2,749,530	1,326,860
Contract Services	5,069,402	4,857,151	645,400
Operating Expenses	9,914,632	2,594,284	781,410
Programs	1,332,683	8,805,900	10,702,272
Special Appropriations	1,210,000	119,721	60,509
Debt Service	2,439,694	6,463,625	557,127
Capital Outlay	5,861,210	12,458,375	3,882,000
Miscellaneous	(4,896,083)	3,976,234	1,559,151
Total	\$ 45,736,284	\$ 42,024,820	\$ 19,514,729

An unchanged tax rate of \$0.60 per \$100 in valuation is proposed. One penny (\$0.01) of tax levy for real and personal property will generate \$299,243 of tax revenue per year, excluding registered motor vehicles, which will add an additional \$29,103 per penny of tax revenue per year. Sales tax revenues are conservatively budgeted to increase 5% based upon the projection for fiscal

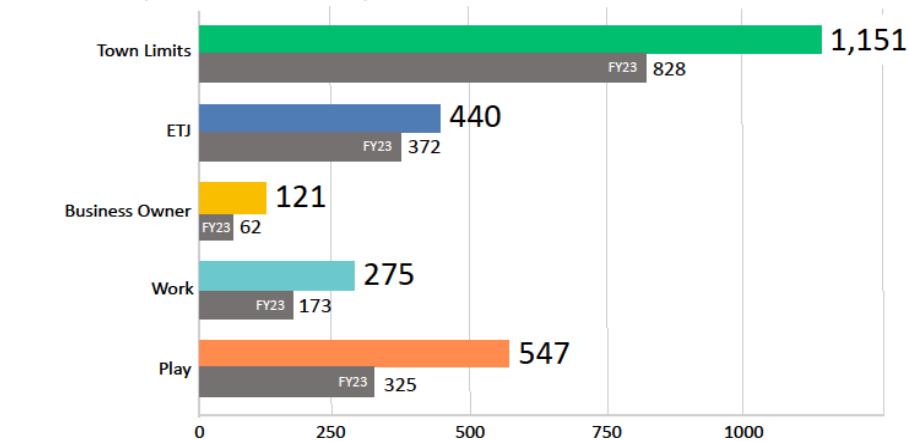
year 2023, which is slightly lower than the 6.3% revenue projection published by the North Carolina League of Municipalities (NCLM). The Town's sales tax growth has significantly exceeded the Statewide projection published by NCLM. However, the impending recession has driven a more conservative estimate. Ad valorem tax revenues are budgeted to increase 6% compared to the budget for fiscal year 2023. The budget includes a 5% pool for salary adjustments, including a 3.33% COLA, plus the related benefit cost; the monthly employer contribution to participate in the State's health plan is projected to increase 6.8%, or from \$584.96 to \$625.00; and the retirement contribution will increase approximately 1.0%. Water and sewer rates are budgeted to increase 3% and 25.8%, respectively, which results in a 16.8% average increase for 4,000 gallons of usage for an intown customer. The combined total monthly rate is \$119.65 compared to the current rate of \$102.45 for 4,000 gallons of usage. Electric rates are budgeted to increase 5% or \$6.80 per month for 935 kWh, which is attributable to growth and higher operating costs. Solid waste fees are increasing by \$1.50 per month to \$24, which is necessary to breakeven on the cost of this service to residents.

The budget recommendation includes the addition of 6 new positions as follows: General Fund – 4 positions at a total cost of \$0.4 million; Water and Sewer Fund – 2 positions at a total cost of \$0.2 million. No additional position requests are recommended at this time.

The Town engaged the community to participate in its second annual budget survey. The survey drew the largest response for a Town solicited survey. The community's priorities continue to align well with the priorities established by Council at the retreat in March 2023.

Survey Participants FY 2024

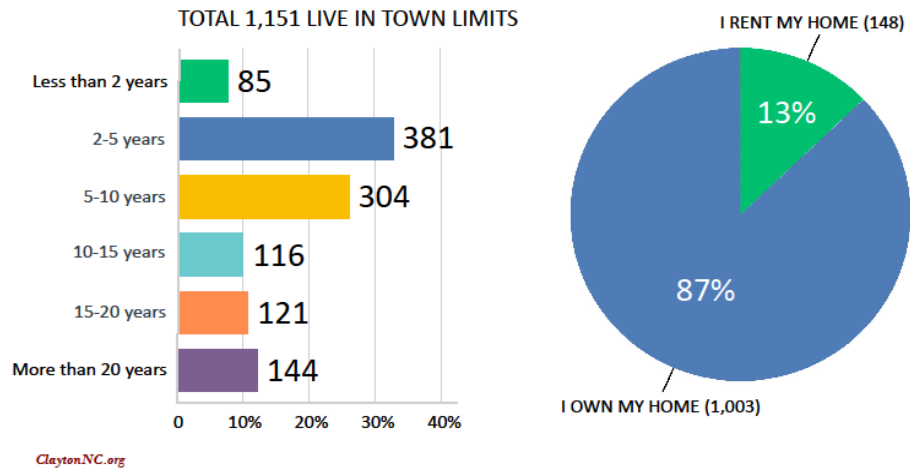
FY24 TOTAL **1,678** vs FY23 TOTAL **1,226**



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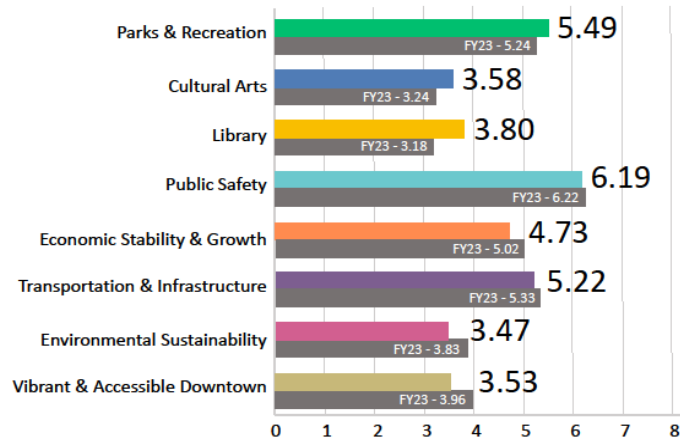


Survey Participants Data FY 2024



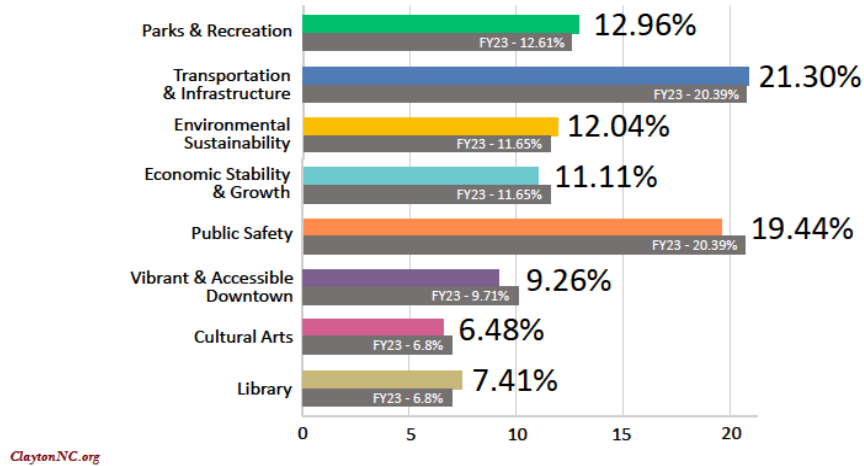
Order of Importance FY 2024

Rank 1-8



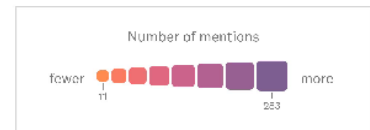
Tax Dollar Spending FY 2024

Percentage



Topics for Consideration

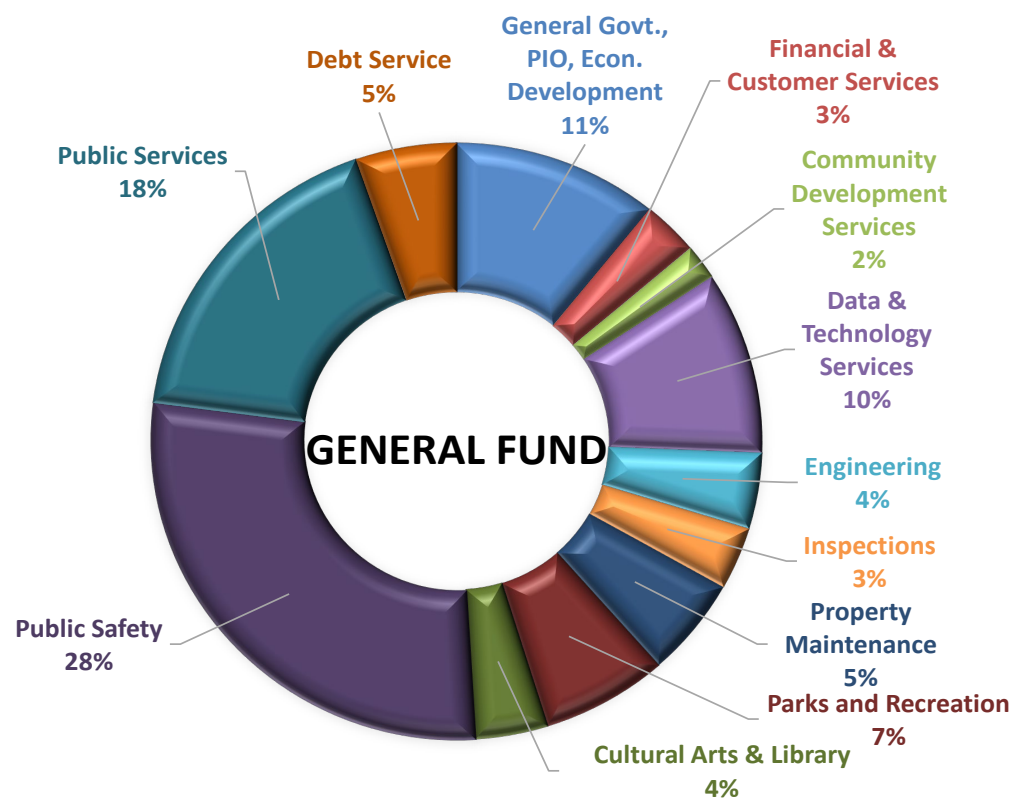
TOTAL OPEN-ENDED RESPONSES 585



utilities services greenways East Clayton Park
 Sidewalks and Crosswalks parking businesses
 projects Infrastructure Costs downtown
Growth and Development
 think schools Roads and Traffic library
 support Public Safety Small Town Feel

The following is a breakdown for how our community's tax dollar is spent:

TOWN OF CLAYTON
HOW YOUR TAX DOLLAR IS SPENT
FY 2024 BUDGET



Other Highlights

- General Fund is \$2.1 million higher than the \$43.6 million adopted budget for fiscal year 2023 primarily due to higher salaries and benefits associated with the timing of onboarding new positions in conjunction with the implementation of the pay and classification study that was partially offset by a reduction in funding for capital outlay projects.
- Water & Sewer Enterprise Fund is \$6.9 million higher than the \$35.1 million adopted budget for fiscal year 2023 primarily due to \$4.7 million higher debt service associated with the Sam's Branch Water Reclamation Facility in conjunction with the implementation of the pay and classification study. Utilization of \$5.0 million of funding from supplanted salary and benefited expenditures associated with the American Rescue Plan eliminated the need for a fund balance appropriation to balance the budget.
- Electric Enterprise Fund is slightly lower than the \$19.9 million adopted budget for fiscal year 2023. Finance capital of \$1.2 million was required to balance the budget.
- Investment earnings are forecasted to grow based upon current interest rates. Actual results could be lower due to a reduction in interest rates implemented by the Federal Reserve.
- 3.33% COLA for full-time and permanent part-time employees with the balance of the 5% salary pool available to fund a merit program.
- Fuel costs are based upon the price forecast published by the U.S Energy Information Administration plus a contingency due to ongoing volatility in the energy markets.
- A midyear budget review will be performed and reported to Council.

Initiatives and Goals

The Town's primary goals are the completion and implementation of the organizational review study; creating a new Downtown Master Plan that will align with the 2045 Comprehensive Plan; commencing the Gateway 42 campaign, which will serve as the new front door for Clayton once US-70 becomes I-42; updating the Parks and Recreation Master Plan; utilization of the DataVoice mass communication system; continuing the transition away from a hosted virtual desktop solution to an on-premise information technology function, which is a more cost effective solution; completion of major improvements to Clayton Community Park; continued construction of the Sam's Branch Water Reclamation Facility; ongoing integration of anchor documents into initiatives; project delivery that will focus on the results of the prioritization model for the capital improvement program; undertaking major improvements to the operations center, which is the hub for public services including utilities; implementation of a centralized warehouse function; and continuing to foster flexibility to operate more efficiently as circumstances and expectations change.

The Town has completed the preliminary groundwork to implement its Minority/Women-owned Business Enterprise (MWBE) program in fiscal year 2024. The program will provide increased opportunities for historically underutilized businesses and promote diversity and inclusion in the Town's contracting process. Expanded vendor participation in conjunction with competitive pricing is expected.

Continued updating of the comprehensive human resources policy in conjunction with the transition to the new human resources information system (HRIS) with software provided by NEOGOV will be fully leveraged in fiscal year 2024.

Conclusion

The Manager's recommended budget is the blueprint for fiscal year 2024. Challenges are encountered during the budget process that require both teamwork and problem solving to achieve a successful outcome. Given the ongoing uncertainty in the economy as noted above, the possibility of revenue shortfalls remains in conjunction with higher costs attributable to supply chain and market conditions, particularly for fuel and power. The midyear budgetary review will remain an integral component of prudent fiscal management followed by a report to Council. The recommended budget is responsible in that it provides the necessary resources to deliver mission critical projects while facilitating Clayton's ongoing transition to a large town by appropriating funds to provide programs and services in a cost-effective manner.

I want to express my thanks to all of staff that helped prepare this budget and especially the Executive Team (Town Manager Rich Cappola, Deputy Town Manager Dolores Gill, Deputy Town Manager Lee Barbee, and Police Chief Greg Tart). Again, we are well positioned financially and have excellent leaders in each department ready to carry Clayton into the future.

Respectfully,

Richard D. Cappola, Jr.

A handwritten signature in blue ink, appearing to read 'R. Cappola', written in a cursive style.

Town Manager

Robert W. McKie, Jr.

A handwritten signature in blue ink, appearing to read 'Robert W. McKie, Jr.', written in a cursive style.

Finance Director



Regular Town Council Meeting Agenda Cover Sheet

Meeting Date

May 15, 2023

Agenda Location

NEW BUSINESS

Item Title

Operations Center Improvements Capital Project Budget Ordinance

Presenter(s)

Robert McKie - Finance Director

Suggested Action

Adoption of Ordinance

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

Applicable General Statute Number: G.S. 159-13.2

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

- ☐ Public Hearing (Not Required by GS)
- ☐ Newspaper Notice (Not Required by GS)
- ☐ Press Release
- ☐ Website

- ☐ Social Media
☐ Special Mailing

- ☐ Survey
☒ None Required

Summary

The Finance Director will present a capital project budget ordinance to undertake major improvements to the Operations Center for operational efficiency purposes. This project is included in the FY 2023 budget for the General Fund, Water & Sewer Fund, and Electric Fund.

Recommendation

Adoption of Capital Project Budget Ordinance.

Funding Source

Transfer budgeted funds from the General Fund, Water and Sewer Fund, and Electric Fund.

Cost

Yes

Corresponding Documentation

[Capital Project Budget Ordinance Operations Center Improvements](#)

Submitted By: Robert McKie, Finance Department

Reviewed By:

Robert McKie, Finance Director
Rich Cappola, Town Manager
Heidi Holland, Town Clerk

Approved - May 05 2023
Approved - May 08 2023
Approved - May 08 2023

**TOWN OF CLAYTON
OPERATIONS CENTER IMPROVEMENTS
CAPITAL PROJECT BUDGET ORDINANCE**

BE IT HEREBY ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON that the following ordinance shall be established to undertake improvements to the Operations Center for operational efficiency purposes:

Revenues

<u>Line Item</u>	<u>Description</u>	<u>Amount</u>
618-49 80	Due from General Fund	\$500,000
618-49 81	Due from Water and Sewer Fund	\$375,000
618-49 82	Due from Electric Fund	\$375,000
	Total	\$1,250,000

Expenditures

<u>Line Item</u>	<u>Description</u>	<u>Amount</u>
618-58 00	Capital Projects	\$1,250,000
	Total	\$1,250,000

Duly adopted this ____ day of _____, 2023 while in regular session.

Jody L. McLeod
Mayor

Attest:

APPROVED AS FORM

Sam Johnson-Phillips
Deputy Town Clerk

Jim Cauley
Town Attorney



Regular Town Council Meeting Agenda Cover Sheet

Meeting Date

May 15, 2023

Agenda Location

NEW BUSINESS

Item Title

Audit Contract for FY 2023

Presenter(s)

Robert McKie - Finance Director

Suggested Action

Other - Approve Audit Contract

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

Applicable General Statute Number: G.S. 159-34

If Approved, Will Document Require Recordation? No

Does This Item Require a Communication Plan?

- | | |
|--|--|
| ☐ Public Hearing (Required by GS) | ☐ Public Hearing (Not Required by GS) |
| ☐ Newspaper Notice (Required by GS) | ☐ Newspaper Notice (Not Required by GS) |
| ☐ Public Forum/Input Session | ☐ Press Release |
| ☐ E-News Distribution | ☐ Website |

- ☐ Social Media
☐ Special Mailing

- ☐ Survey
☒ None Required

Summary

The Finance Director will present the audit contract proposal from Anderson Smith & Wike PLLC that contains a maximum \$500 fee increase. The firm received a peer review rating of pass in August 2022, which is the highest rating an audit firm can receive.

Recommendation

Approve audit contract with Anderson Smith & Wike PLLC.

Funding Source

General Fund FY 2023 Budget.

Cost

Yes

Corresponding Documentation

[Audit Contract FY 2023](#)

[Audit Contract FY 2023 Peer Review Letter](#)

Submitted By: Robert McKie, Finance Department

Reviewed By:

Robert McKie, Finance Director
Rich Cappola, Town Manager
Heidi Holland, Town Clerk

Approved - May 05 2023
Approved - May 08 2023
Approved - May 08 2023

The	Governing Board COUNCIL
of	Primary Government Unit TOWN OF CLAYTON
and	Discretely Presented Component Unit (DPCU) (if applicable) NA

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name ANDERSON SMITH & WIKE PLLC
	Auditor Address P.O. BOX 697, ROCKINGHAM, NC 28380

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/23	Date Audit Will Be Submitted to LGC 10/31/23
-----	--------------------------------	---

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.
2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards (GAGAS)* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

Effective for audits of fiscal years beginning after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then

the report was not submitted timely for State low-risk auditee status. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.
15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.
16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC; the Governing Board, and the Auditor.
17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.
18. Special provisions should be limited. Please list any special provisions in an attachment.
19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.
20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.
21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.
22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will not be approved.

Financial statements were prepared by: ☒ Auditor ☐ Governmental Unit ☐ Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:

Title and Unit / Company:

Email Address:

ROBERT MCKIE

FINANCE DIRECTOR, CLAYTON

mckie@townofclaytonnc.org

OR Not Applicable ☐ (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

PRIMARY GOVERNMENT FEES

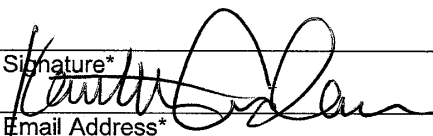
Primary Government Unit	TOWN OF CLAYTON
Audit Fee	\$ 27,500-29,500
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$

DPCU FEES (if applicable)

Discretely Presented Component Unit	NA
Audit Fee	\$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm*	
ANDERSON SMITH & WIKE PLLC	
Authorized Firm Representative (typed or printed)*	Signature*
KENNETH ANDERSON	
Date*	Email Address*
4-24-2023	krandersoncpa@bellsouth.net

GOVERNMENTAL UNIT

Governmental Unit*	
TOWN OF CLAYTON	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	
X	
Mayor/Chairperson (typed or printed)*	Signature*
JODY MCLEOD, MAYOR	X
Date	Email Address
X	mayor@townofclaytonnc.org

Chair of Audit Committee (typed or printed, or "NA")	Signature
NA	
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

Primary Governmental Unit Finance Officer* (typed or printed)	Signature*
ROBERT MCKIE	X
Date of Pre-Audit Certificate*	Email Address*
X	mckie@townofclaytonnc.org



Report on the Firm's System of Quality Control

To the Partners of Anderson Smith & Wike, PLLC and the
Peer Review Committee, Coastal Peer Review, Inc.

We have reviewed the system of quality control for the accounting and auditing practice of Anderson Smith & Wike, PLLC (the firm) in effect for the year ended March 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Anderson Smith & Wike, PLLC in effect for the year ended March 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Anderson Smith & Wike, PLLC has received a peer review rating of *pass*.

Dean Dorton Allen Ford, PLLC

Dean Dorton Allen Ford, PLLC

August 4, 2022