Town of Clayton
Regular Town Council Meeting Agenda
Monday, November 7, 2022 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. Approval of the Agenda

POTENTIAL ACTION: Approve or Amend the Agenda

3. CONSENT AGENDA

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

a. Minutes
October 3, 2022 Closed Session
October 17, 2022 Regular Session
October 17, 2022 Closed Session
Presenter: Heidi Holland, Town Clerk
October 17, 2022 DRAFT Minutes

b. Electrical Relocation Agreement with Spinning Mill
Presenter: Ethan Poppe, Energy Services Technician
Cover
Pole Relocation Agreement - Spinning Mill

c. Operation Green Light Veterans Recognition Ceremony
Presenter: Nathanael Shelton, Communications Director
Operation Green Light Proclamation

d. Amendment to the Comprehensive List of Fees and Charges - Parks and Recreation
Presenter: Scott Barnard, Parks and Recreation Director
Cover
Copy of Comprehensive List of Fees and Charges
Ordinance #2022-09-05

e. Approval of a Bulk Wastewater Interlocal Agreement between the Town of Clayton and Johnston County

Presenter: Jonathan K. Jacobs, PE, CFM, Assistant Engineering Director
Cover
Interlocal Agreement

f. Accept Public Utilities Into the Town of Clayton Public Utility System for Maintenance - Buckhorn Branch Park, Phase 1 & Pump Station
Presenter: Jonathan K. Jacobs, PE, CFM - Assistant Engineering Director
Cover
Resolution #2022-87

POTENTIAL ACTION: Approve Consent Agenda as Presented

4. ADMINISTRATIVE ITEMS

a. Amendment to By-Laws - Public Art Advisory Board
Presenter: Heidi Holland, Town Clerk
Cover
Amending Public Art By-laws Resolution #2022-85

POTENTIAL ACTION: Adoption of Resolution #2022-85

5. INTRODUCTIONS AND SPECIAL PRESENTATIONS

a. Employee Introductions
- Cassidy Cannada, Recreation Program Coordinator

Presenter: Matt Lorion, Admin. & Programs Superintendent

b. Presentation of Mural
- 215 E. Main Street

Presenter: Sara Perricone, Public Art Advisory Board Chair
Cover
215 E. Main Street Mural
Application

6. PUBLIC HEARINGS

a. 2022-58-SUP Take 5 Oil Change *(Quasi-Judicial)*
Presenter: Ben Howell, Planning Director
Cover
1 2022-58-SUP Take 5 Oil Change Staff Report
2 2022-58-SUP Take 5 Oil Change Special Use Permit Application
3 2022-58-SUP Take 5 Oil Change Site Plan
4 2022-58-SUP Take 5 Oil Change Trip Generation Table
5 2022-58-SUP Take 5 Oil Change Wastewater Allocation Application
6 2022-58-SUP Take 5 Oil Change Neighborhood Meeting Materials
7 2022-58-SUP Take 5 Oil Change Staff Report Maps
8 2022-58-SUP Take 5 Oil Change Recommended Conditions of Approval
Newspaper Ad

POTENTIAL ACTION: Approval of 2022-58-SUP

b. 2022-67-SUP Magnolia Pointe Townhomes *(Quasi-Judicial)*
Presenter: Ben Howell, Planning Director
0 2022-67-SUP Magnolia Pointe Townhomes Coversheet
1 2022-67-SUP Magnolia Pointe Staff Report
2 2022-67-SUP Magnolia Pointe Application
3 2022-67-SUP Mangolia Pointe Site Plan
4 2022-67-SUP Magnolia Pointe Neighborhood Meeting Materials
5 2022-67-SUP Magnolia Pointe Staff Report Maps
6 2022-67-SUP Magnolia Pointe Recommended Conditions Document
7 2022-67-SUP Magnolia Pointe Wastewater Allocation Request
Newspaper Ad
Wastewater Resolution #2022-89

POTENTIAL ACTION: Approval of 2022-67-SUP

POTENTIAL ACTION: Adoption of Wastewater Resolution #2022-89

Quasi-Judicial Hearing

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

7. OLD BUSINESS

a. Sam's Branch Construction Bid Discussion
Supporting Documents Pending

8. NEW BUSINESS

a. Historical Collections Policy
Presenter: Joy Garretson, Library Director
Cover
-Hocutt-Ellington Memorial Library Historical Collections Policy

POTENTIAL ACTION: Adoption of Historical Collections Policy

b. 2022 Water and Sewer Revenue Bonds
Presenter: Robert McKie, Finance Director
Cover
Amended and Restated Bond Order
Clayton - 2022 WS Bond - Series Resolution #2022-86

POTENTIAL ACTION: Approval of Bond Order

POTENTIAL ACTION: Adoption of Resolution #2022-86

c. SCADA Standardization
Presenter: Shaun Mizell Procurement, Contracts and MWBE Manager
Cover
Exceptions to State Competitive Bidding Requirements

POTENTIAL ACTION: Approval of Sole Source Standardization

d. Fire Stations 1 & 2 Improvements Project – Construction Contract Award
Presenter: Shannon Poole, Engineering Technician
Cover
Resolution #2022-88
Budget Amendment Ordinance #2022-11-01
Attachment_A_- Certified Bid Tab
Attachment_B_W.B._Brawley_bid_docs

POTENTIAL ACTION: Approval of Bid Award

POTENTIAL ACTION: Adoption of Resolution #2022-88

POTENTIAL ACTION: Adoption of Budget Amendment Ordinance #2022-11-01

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

a. Closed Session to Discuss Legal Matter in accordance with NC GS 143.318-11 (a) (3).

b. Closed Session to Discuss Economic Development in accordance with NC GS 143.318-11 (a) (4).

12. ADJOURNMENT

a. Adjournment

POTENTIAL ACTION: Motion to Adjourn

Town of Clayton
Regular Town Council Meeting Minutes
Monday, October 17, 2022 at 6:00 PM
Council Chambers
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

Council Absent:
None

Staff Present:
Rich Cappola, Town Manager
Jim Cauley, Town Attorney – CauleyPridgen
Dolores Gill, Deputy Town Manager
Lee Barbee, Fire Chief/Interim Deputy Town Manager
Heidi Holland, Town Clerk
Robert McKie, Finance Director
Greg Tart, Police Chief
Jonathan Jacobs, Assistant Engineering Director
Joshua Baird, Engineering Director
Nathanael Shelton, Communication Director
Ben Howell, Planning Director
Greg Nelson, Facilities Maintenance Supervisor
Shaun Mizell, Procurement Contracts and MWBE Mgr.
Martha Vandergriff, Conference Center Coordinator
Rusty Clawson, Street Maintenance Superintendent

1. CALL TO ORDER

a. Call to Order

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

b. Pledge of Allegiance

Mayor McLeod led the Pledge of Allegiance.

c. Invocation

Mayor McLeod provided the Invocation.

2. ADJUSTMENT OF THE AGENDA

a. Adjustment of the Agenda

Mr. Cappola adjusted the agenda as follows:

REMOVE:
Item 7a. Notice of Intent to Award Sam's Branch

Approve or Amend the Agenda

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

3. CONSENT AGENDA

a. Minutes
- October 3, 2022 Work Session
- October 3, 2022 Regular Session
- October 3, 2022 Closed Session

Presenter: Heidi Holland, Town Clerk

b. Accept Public Utilities into the Town of Clayton Public Utility System for Maintenance – Carolina Overlook, Phase 1A-E, I, J
Presenter: Jonathan K. Jacobs, PE, CFM – Assistant Engineering Director

c. Accept Public Utilities into the Town of Clayton Public Utility System for Maintenance – Creekside Commons, Phase 6
Presenter: Jonathan K. Jacobs, PE, CFM – Assistant Engineering Director

d. Accept Public Utilities into the Town of Clayton Public Utility System for Maintenance – Durham Street Townhomes
Presenter: Jonathan K. Jacobs, PE, CFM – Assistant Engineering Director

e. Accept Public Streets into the Town of Clayton Street System for Maintenance – Riverwood Athletic Club Phases 3B – 3E-2
Presenter: Jonathan K. Jacobs, PE, CFM – Assistant Engineering Director

f. Accept Public Streets into the Town of Clayton Street System for Maintenance – Riverwood Athletic Club Phases 6A-4
Presenter: Jonathan K. Jacobs, PE, CFM – Assistant Engineering Director

g. Accept Public Utilities into the Town of Clayton Public Utility System for Maintenance – Villages at Parkview, Phases 1-16
Presenter: Jonathan K. Jacobs, PE, CFM – Assistant Engineering Director

h. Accept Public Utilities into the Town of Clayton Public Utility System for Maintenance – Walk at East Village, Phase 3A, 3B, and 3C
Presenter: Jonathan K. Jacobs, PE, CFM – Assistant Engineering Director

Approve or Amend Consent Agenda as Presented

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

4. ADMINISTRATIVE ITEMS

a. Board of Adjustment Appointment
Presenter: Heidi Holland, Town Clerk

Ms. Holland stated Board of Adjustment had one in-town vacancy with an unexpired term of December 31, 2023. Applications were received and interviews were scheduled and conducted. The interview panel included council liaison, staff member and board chair. Based on interviews, the following recommendation is for Ruth Anderson to fill this vacancy.

Approval of Appointment

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

5. INTRODUCTIONS AND SPECIAL PRESENTATIONS

a. Employee Introductions
- Fred Evans, Floor Custodian

Presenter: Presenter: Greg Nelson, Facilities Maintenance Supervisor

Mr. Nelson introduced Mr. Evans. He stated Mr. Evans served 4 years in the military and retired from Bridgestone Tires. He stated he has already become a valued member of the team. Mayor McLeod welcomed Mr. Evans.

b. Governors Proclamation in Recognition of Minority Enterprise Development Month
Presenter: Shaun Mizell, Procurement Contracts and MWBE Manager

Mr. Mizell shared a proclamation issued by Governor Cooper that recognizes Minority Enterprise Month. He shared details on Minority Development Month which celebrates accomplishments and impacts of minority entrepreneurs across the state and provides opportunities for networking, expanding and allowing Minority vendors a place at the table when it comes to bidding and subcontracting.

He discussed Minority Enterprise Development (MED) Week which was held in October 17-18, 2022 in Raleigh. He stated next year he would like the Town to host an event like this. He asked for the Mayor and Council to recognize this proclamation. Mayor McLeod stated we would love to host something next year.

6. PUBLIC HEARINGS

7. OLD BUSINESS

a. Notice of Intent to Award Sam's Branch
Presenter: Louis Duffie, Asst. Program Manager

The agenda was adjusted to remove this item.

8. NEW BUSINESS

a. Water Resources USDA Loan Payoff Budget Amendment
Presenter: Robert McKie, Finance Director

Mr. McKie stated he is asking Council to approve this ordinance to pay off two USDA loans. One loan is for the elevated water storage tank and the other is for the Raleigh Clayton Force Main. He stated paying off these loans would save the Town approximately $3,978,000. He discussed the savings with this loan would be used for another project, which would financially line up.

Adoption of Ordinance #2022-10-02

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

b. Capital Arts Grant – The Johnston County Tourism Authority Grant 2022-2023
Presenter: Shaun Mizell, Procurement Manager & Martha Vandergriff, Conference Center Coordinator

Ms. Vandergriff stated this was an opportunity the Cultural Arts Department received. She stated they are the proud reward receipt of the Capital Arts Grant. Available to them is up to $16,000 for the project of repainting the auditorium. She stated this is a matching grant. Mayor McLeod thanked her for all the efforts to get this going.

Approve the Acceptance of the Grant and Give Authority to the Town Manager to Execute the Acceptance Letter

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

c. North Carolina Arts Council – Lead Scholarship Grant 2022-2023
Presenter: Shaun Mizell, Procurement Manager & Martha Vandergriff, Conference Center Coordinator

Ms. Vandergriff stated the Cultural Arts Department received an award letter for LEAD Scholarship Grant. She stated part of this was participation in a Statewide Arts Accessibility cohort. Interim Director Steven Langston was able to participate in this conference. She stated the other part of this grant is $2500 that could be used free and clear with no matching required. She stated they would like to use this money to upgrade their listening devices for hearing impaired patrons.

Approve the Acceptance of the Grant and Give Authority to the Town Manager

to Execute the Acceptance Letter

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

d. Spark the Art Grant – North Carolina Arts Council Grant 2022-2023
Presenter: Shaun Mizell, Procurement Manager & Martha Vandergriff, Conference Center Coordinator

Ms. Vandergriff stated the Cultural Arts Department applied for this grant in May and found out in August they have been awarded $12,683 to support new effort towards family and educational programming. This money would be used to pay artist fees, hospitality, and backstage amenities, to name a few. She shared details of a show in November targeted for preschoolers and young children and a magic show in January that targets children of all ages. This money would support these two programs. Mayor McLeod stated this is great work.

Approve the Acceptance of the Grant and Give Authority to the Town Manager to Execute the Acceptance Letter

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

e. School Bond Resolution of Support
Presenter: Council Member Casey

Council Member Casey stated on November 8, 2022, the School Bond referendum would be upcoming. This referendum would help local schools make much needed improvements. Council Member Casey read the Resolution of Support into the record.

Adoption of Resolution #2022-84

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

9. STAFF REPORTS

a. Town Manager

b. Town Attorney

c. Town Clerk

d. Other Staff

Dump Truck Art Partnership with Schools
Presenter: Rusty Clawson, Street Maintenance Superintendent

Mr. Clawson shared details on a dump truck that was purchased September 29, 2022. He stated the truck, is named Big Blue". He shared details on starting a partnership with Clayton High to apply artwork on this truck. He stated he spoke with Bennett Jones, of Clayton High School, to partner with their Art Class and have an art wrap contest. He shared a presentation of the idea for the design. He stated he has spoke with the Public Art Advisory Board on this as well. He stated in the future he would like this project to reach out to Middle and Elementary Schools. Mayor Pro Tem Thompson stated he thinks this is a great idea, he likes engaging with the schools. Council Member Casey stated this is a great opportunity to solicit sponsorships. Mayor McLeod stated he would like to see the Town logo on the back of the truck, he loves the idea of the wrap.

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.

Michael Grannis, Clayton Resident, is here tonight to represent citizens Walk of East Village. In Phase 2 there is a requirement due to a landscape site plan to have trees put in the front of each property. He thanked all who was able to come out and view this situation. He stated there are a number of properties that trees are placed in a front location, which is very close to curbs, driveways, sidewalks, sewer cleanouts and also water meters. In several years, the root structure of these trees will damage those areas. He is asking Council to have the Planning Director waive this specific requirement in Phase 2 for such trees. Mayor McLeod stated he did view the area and it is near a lot of infrastructure, he stated it is good we can be proactive in this. Mayor Pro Tem Thompson stated he agrees, it was enlightening to go out and see this.

It was consensus of the Council to direct the Town Manager to discuss this with Planning.

b. Council Comments

11. CLOSED SESSION

a. Closed Session to Discuss Legal Matter in accordance with NC GS 143.318-11 (a) (3).

Motion to Go Into Closed Session at 6:45 p.m.

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

Motion to Return to Open Session at 7:24 p.m.

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

12. ADJOURNMENT

a. Adjourn

Motion to Adjourn at 7:25 p.m.

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

Duly adopted this 7th day of November 2022, while in regular session.

_____
Jody L. McLeod
Mayor

ATTEST:

_____
Heidi L. Holland, CMC, NCCMC
Town Clerk

Town Council Agenda Cover Sheet

Meeting Date
November 7, 2022

Agenda Location
Consent Agenda

Item Title
Spinning Mill Relocation Agreement

Presenter
Allen Turnage – Electric Director

Summary/Description
Spinning Mill Apartments has reached a point in their construction process where the development is in conflict with two electric lines. The first is a temporary underground feed to the Verizon cell tower on their site, which needs to be lowered to accommodate the new grade on one of Spinning Mill's principal roads. The second is an overhead line which will conflict with storage sheds which the developer will install along the Mill St side of Spinning Mill. The agreement provides an estimate of what it will cost the Electric Department to relocate these facilities, and states that the developer agrees to pay the cost of relocating the lines, not to exceed the cost of the estimate.

Requested Action
Approval/Denial

Funding Source (If Applicable):
N/A

Cost: **Approx. $20,936.44** **Yes** ☒ **No** ☐

Additional Documents to be Included in Agenda Packet
Relocation Agreement

Meeting Timeline
Click or tap here to enter text.

NORTH CAROLINA
JOHNSTON COUNTY

AGREEMENT FOR UTILITY INFRASTRUCTURE RELOCATION SERVICES

THIS AGREEMENT FOR UTILITY INFRASTRUCTURE RELOCATION SERVICES (Agreement) is entered this ____ day of _____, 202___ by the TOWN OF CLAYTON (hereinafter referred to as the Town), a municipal corporation in North Carolina whose address is 111 East Second Street, Clayton, North Carolina 27520, and SPINNING MILL INVESTMENTS, LLC, a North Carolina corporation whose address is, P.O. Box 566 Greenville, NC 27835(hereinafter referred to as "Developer").

RECITALS

A. Developer is the owner of and performing new construction on property located within the Town of Clayton, identified as Johnston County Tax Parcel Number (PIN) _____, and more specifically described in Book _____, Page ____ of the Johnston County Register of Deeds (hereinafter referred to as the "Property").

B. Certain utility infrastructure, including poles, lines, and related equipment (hereinafter referred to as the "Utility Infrastructure") owned and maintained by the Town are located on the Property and, in their present location, would impair development of the Property as desired by the Developer.

C. It is the desire of the parties to enter into an agreement whereby the Town agrees to relocate the Utility Infrastructure and the Developer agrees to be responsible for all costs associated with the Utility Infrastructure relocation work.

WITNESSETH

The parties agree as follows:

A. Town Obligations:

1. The Town agrees to remove and relocate the Utility Infrastructure located at and in such manner as described below (such services hereinafter being referred to as the "Relocation Services"):

Location 1 (underground relocation): The line to be relocated is an underground primary line between the pole numbered CP005 and the transformer numbered CH829. Following Developer grading of street A to within 6" of final grade as shown on the Developer CDs, Town will install its electric utility line 3' under the new grade and splice the new line to the old line near pole CP005. Town will backfill the trench for the new line and the Developer will tamp the trench to their standards.

Location 2 (overhead relocation): Poles numbered CC654, F337, and CC652 will be removed and a new overhead line installed between poles F340 and CC651. A new pole will be installed inline between these poles as well. Developer will relocate all construction materials at their sole cost and expense to allow for the Relocation Services.

2. The Town may perform the Relocation Services itself or utilize the services of a third-party in its sole discretion.
3. The Relocation Services for Location 1 shall be completed within forty-five (45) days following 1) Developer's payment of the Relocation Costs for Location 1 and 2) Developer's completion of grading work described in Paragraph "A" above.
4. The Relocation Services for Location 2 shall be completed within forty-five (45) days following 1) Developer's payment of the Relocation Costs for Location 2 and 2) Developer's relocation of any construction materials which would interfere with the Relocation Services.

B. Developers Obligations:

1. Developer shall perform all work described in Paragraph A above.
2. Developers agree to pay for all costs incurred by the Town for the Relocation Services. The estimated cost for the Relocation Services is as follows (hereinafter referred to as the "Relocation Costs"):

Location 1: $17,768.30

Location 2: $3,168.14

Such amounts shall be paid by Developer to Town upon execution of this Agreement by both parties and the Relocation Services will not be performed by Town until such funds are received.

3. The relocation costs are understood be a not to exceed cost, whereby developer will not be responsible for any cost over and above said relocation cost. Should the work be performed for less than Relocation Costs, Town of Clayton agrees to reimburse Developer in the amount different.

C. **Default:** Any party (the "Nondefaulting Party") may terminate this Agreement in the event that any other party (the "Defaulting Party") fails for any reason (other than a default by the Nondefaulting Party) to perform any of the Defaulting Party's obligations hereunder: (i) within ten (10) days after written notice of such default is given to the Defaulting Party by the Nondefaulting Party in the case of any default in making any payment which is required by this Agreement; and (ii) within thirty (30) days after notice of such default is given to the Defaulting Party by the Nondefaulting Party in the case of any other default under this Agreement.

D. **Notices:** Any notice, demand, request, approval, consent, or other communication (collectively referred to as a Notice) concerning this Agreement or any matter arising in connection with this Agreement shall be in writing and addressed to the other party at the address set forth below. Any Notice shall be given by either: (i) personal delivery, in which event it shall be deemed given on the date of delivery; or (ii) certified mail return receipt requested, in which event it shall be deemed given three (3) business days after the date deposited in any post office, branch post office, or official depository. Any party may change any address for the delivery of Notice to such party, by giving Notice in accordance with the provisions of this Section. The attorneys for the parties may give any Notice. All notices shall be sent to the following:

If to TOWN:

Town of Clayton
Attn: Ethan Poppe
Energy Services Technician, Electric Department
111 East 2nd Street
Clayton, NC 27520
epoppe@townofclaytonnc.org

If to the DEVELOPERS: Spinning Mill Investments
Attn: Thomas F. Taft , Sr.
PO Box 566
Greenville NC 27835-0566

E. **Force Majeure.** In the event that any party to this Agreement (the "Delayed Party") is delayed or prevented from performing any of its respective obligations under this Agreement by reason of strikes, lockouts, labor problems, inability to procure materials, contractors, professionals, pandemic, inability to obtain utilities or failure of utilities, laws or other governmental requirements, riots, war, or other cause not brought about by the Delayed Party, and not related to any financial liability on the part of the Delayed Party, the time for performance of the obligation shall be extended by a period of time equal to the period of such delay or prevention.

F. **Amendment.** This Agreement can be modified or amended only by an instrument in writing duly executed by each of the parties hereto.

G. **Interpretation.** This Agreement was negotiated at arms= length. Only those rules of interpretation or construction of contracts in general shall apply. Each of the parties hereto participated in negotiating and drafting this Agreement such that it is the intent of the parties that no party shall be deemed to be the drafter of the Agreement, or any of its provisions.

H. **Entire Agreement.** The parties agree that this Agreement constitutes the entire agreement of the parties.

I. **Governing Law.** The parties agree that this Agreement is to be governed and construed in accordance with the laws of the State of North Carolina. Venue shall be the Superior Court of Johnston County.

J. **Severance.** If any part or paragraph of this Agreement is found void or unenforceable, the remainder of this Agreement shall not be affected by that finding.

K. **Effectiveness.** This Agreement shall become effective on the first date on which it has been executed by all of the parties.

IN WITNESS WHEREOF, the Town and Developers hereto have duly executed this Agreement.

TOWN OF CLAYTON ("TOWN")

_____
RICH CAPPOLA, MANAGER

SPINNING MILL INVESTMENTS, LLC
("DEVELOPER")

_____
THOMAS F. TAFT, SR., MANAGER

TOWN OF CLAYTON
PROCLAMATION
OPERATION GREEN LIGHT FOR VETERANS

WHEREAS, the residents of the Town of Clayton have great respect, admiration, and the utmost gratitude for all of the men and women who have selflessly served our country and this community in the Armed Forces; and

WHEREAS, the contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, the Town of Clayton seeks to honor these individuals who have paid the high price for freedom by placing themselves in harm's way for the good of all; and

WHEREAS, Veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veteran Service Officers in 29 states to help fellow former service members access more than $52 billion in federal health, disability and compensation benefits each year; and

WHEREAS, approximately 200,000 service members transition to civilian communities annually and an estimated 20% increase of service members will transition to civilian life in the near future; and

WHEREAS, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life; and

WHEREAS, active Military Service Members transitioning from military service are at a high risk for suicide during their first year after military service; and

WHEREAS, the Town of Clayton appreciates the sacrifices of our United State Military Personnel and believes specific recognition should be granted; and

WHEREAS, the Town of Clayton hereby declares from October through Veterans Day, November 11th 2022 a time to salute and honor the service and sacrifice of our men and women in uniform transitioning from Active Service; therefore, be it further

RESOLVED, that in observance of Operation Green Light, the Town of Clayton encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying a green light in a window of their place of business or residence.

Proclaimed this the 7th day of November 2022, while in regular session.

_____
Jody L. McLeod,
Mayor

Town Council Agenda Cover Sheet

Meeting Date
November 7, 2022

Agenda Location
Consent Agenda

Item Title
Parks and Recreation Fees

Presenter:
Scott Barnard; Parks and Recreation Director

Summary/Description
The Parks and Recreation Department made a brief presentation about methodology of setting fees and made comparisons to similarly sized departments at the August 15th Town Council meeting. Beyond registrations and reservations, a comparison of how other departments offer nonprofit rates was presented. Attached are the proposed changes and request for January 1 implementation.

Changes proposed: Offer 'resident' rental rates to all Johnston County based non-profits, with proof of status, for facility and field rentals.

Increase athletics fees approximately 25% to cover increases in uniforms and officials.

Add fees for new shelters and stage at Municipal Park

Requested Action
Approval

Funding Source (If Applicable):
N/A

Cost: **N/A** **Yes** ☐ **No** ☒

Additional Documents to be Included in Agenda Packet

Meeting Timeline
Click or tap here to enter text.

Comprehensive List of Fees and Charges

FY 2022-2023

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 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	$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
Commodity Rates		
Residential:	**In Town**	**Out of Town**
Block 1: 0 - 2,000 Gallons	$4.81	$6.02
Block 2: 2,001 - 4,000 Gallons	$5.06	$6.32
Block 3: 4,001 - 6,000 Gallons	$5.30	$6.63
Block 4: All Gallons > 6,000	$5.79	$7.23
Commercial:		
Block 1: 0 - 100,000 Gallons	$5.38	$6.73
Block 2: All Gallons > 100,000	$6.19	$7.73
Industrial:		
Block 1 0 - 100,000 Gallons	$5.47	$6.82
Block 2 All Gallons > 100,000	$6.28	$7.85

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
Commodity Rates		
Residential:	**In Town**	**Out of Town**
Block 1 0 - 8,000 Gallons	$7.47	$7.47
Block 2 8,001 - 16,000 Gallons	$9.32	$9.32
Block 3 All Gallons > 16,000	$11.47	$11.47
Non-Residential		
Block 1 0 - 50,000 Gallons	$6.07	$6.07
Block 2 50,001 to 100,000 Gallons	$8.36	$8.36
Block 3 All Gallons > 100,000	$9.85	$9.85

Sewer		
Base Rates		
Meter Size:	**In Town**	**Out of Town**
5/8' Meter	$27.21	$34.04
3/4" Meter	$40.85	$51.06
1" Meter	$68.07	$85.10
1.5" Meter	$136.16	$170.19
2" Meter	$217.85	$272.33
3" Meter	$408.48	$510.59
4" Meter	$680.78	$850.99
6" Meter	$1,361.59	$1,361.59
8" Meter	$2,178.53	$2,723.17
10" Meter	$3,131.64	$3,914.54
12" Meter	$7,215.15	$9,019.59
Commodity Rates:		
All usage (per 1,000 gallons)	$8.76	$10.96
Flat Rate Sewer (No Meter):	$53.59	$67.00

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 mg/liter
Industrial High Strength Surcharge	$4.00 / 1,000 gallons

Electric Utility Rates	
Residential	
Monthly Base Charges:	
Single Phase Service	$19.50
Three Phase Service	$22.50
Monthly Energy Charge:	$0.12420 / kWh

Institutional	
Monthly Base Charge:	$40.00
Monthly Energy Charge:	$0.14390 / kWh for first 600 kWh
	$0.12500 / kWh for next 1,900 kWh
	$0.10900 / kWh for all additional kWh

Small General Service	
Monthly Base Charge:	$30.00
Monthly Demand Charge:	$0.13900 per kWh for the first 750 kWh*
	$0.09300 per kWh for the next 2,000 kWh
	$0.09300 per 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:	$40.00
Monthly Demand Charges:	$10.87 / kW
Monthly Energy Charge:	$0.07830 / kWh

Large General Service	
Monthly Base Charge:	$225.00
Monthly Demand Charge:	
CP Demand	$19.22 / CP kW
Excess Demand	$1.605 / kW
Monthly Energy Charge:	$0.05778 / kWh

Coincident Peak (CP)	
Monthly Base Charge:	$225.00
Monthly Demand Charge:	
CP Demand	$20.35 / CP kW
Excess Demand	$4.90 / kW
Monthly Energy Charge:	$0.05470 / kWh

Town Facilities	
Monthly Base Charge:	$15.00
Monthly Energy Charge:	$0.08920 / kWh

Time Of Use	
Monthly Base Charge:	$225.00
Monthly Demand Charge:	$19.22 / kW
Monthly Energy Charge:	$0.05778 / kWh

Area Lighting	
Monthly Rate Per Lighting Unit:	
Residential Unit	$12.78
Small Commercial Unit	$16.96
Large Commercial Unit	$38.70
Underground Charge	$5.14
Monthly Rate Per Pole Type:	
Wooden	$3.21
Decorative	$7.06
Monthly Energy Charge:	$0.08950 / 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
Solar Panel Permit Application	$250

Public Works

Water & Sewer Taps & Water & Sewer / Electric Meter Fees

Meter Size	Base Cost	Street Cut	Concrete Cut	Meter Only	Permit Fee
5/8 Inch Water	$1,800	$600	$600	Cost of Meter + End Point + 10%	N/A
1 Inch Water	$2,100	$600	$600	Cost of Meter + End Point + 10%	N/A
2 Inch Water	$2,600	$600	$600	Cost of Meter + End Point + 10%	N/A
4 Inch Sewer	$3,500	$600	$600	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	$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

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	$2,690	$4,890	$7,580	
1 Inch	$4,483	$8,150	$12,633	Current Cost per gallon based on 2018 SDF Study:
1.5 Inch	$8,965	$16,300	$25,265	Water = $6.18 per gallon per day (GPD)
2 Inch	$14,344	$26,080	$40,424	Sewer = $15.52 per gallon per day (GPD)
Nutrient Offset Fees				
Residential Tap	$450/ Tap			
Non Residential Tap	$0.005 / gallon of annual wastewater capacity			

Planning Department	
Development Submittal Fees	
Re-Advertisement	$200
Administrative Appeal	$350
Annexation	$200
Urban Archery Hunting Permit	$25
Major Subdivision	$500 + $15 / acre
Minor Subdivision (<5 lots)	$300 + $15 / acre
Conditional Zoning, with associated Master 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
Exempt Plat Review (Incl. Recombinations)	$150
Final Plat Review	$300 + $15 / acre
Rezoning	$750 + $10 / acre
Conditional Rezoning	$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	$100
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	$250
Variance Application	$500 ($1,000 after the fact)
Zoning Compliance	$100
Zoning Verification	$100

Code Enforcement	
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	Negotiated

Recreation & Open Space Fees	
Residential Fee	$2,000
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

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
Construction Plan Resubmittal	$300
Construction Plan (Sites)	$500 + $30 per acre
Combo Review Fee (Subdivision) – 4 Reviews	$800 + $15 per lot
Combo Review Fee (Sites) – 4 Reviews	$800 + $30 per acre
Construction Plan (Infrastructure Only)	$500 + $0.30 per linear foot
Alternative Standard Request	$500 per standard
Construction Plan Revisions	$300 + $5 per sheet
Pump Station CD Review	$750
Pump Station Review – Resubmittal	$500
Special Study (Flood, Traffic Calming, etc.)	$250 + Cost of Consultant
Floodplain MGMT Document Review (LOMR, CLOMR, etc.)	$150 per form
Record Drawing (Infrastructure/Stormwater)	$500
Record Drawing Resubmittal	$250
Bond Administration Fee (Surety/Letter of Credit)	$200
Bond Administration Fee (Cash/Check)	$200
Bond Administration Fee (Amendment/Reduction)	$100
Encroachment Agreement Application	$200
Water Extension Permit Application (all forms)	$250
Sewer Extension Permit Application (all forms)	$250

Water and/or Sewer Extension Permit Amendment	$125
Wastewater Allocation Requests	$250
Right-of-Way Closure Application / Processing Fee	$150/$250

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	
Erosion Control Plan Review	$250 per acre
Erosion Control Plan Review Resubmittal	$300
Erosion Control Plan Review Revision	$300
Land Disturbance Permit – Initial (valid for 2 years)	$150 per acre
Land Disturbance Permit Renewal (valid for 1 year)	$500
Erosion Control Permit – Single lot	$100
Stormwater Plan Review - up to 7 acres	$550 per acre
Stormwater Plan Review - greater than 7 acres	$3,850 + $125/acre
Stormwater Plan Review Plan Review Resubmittal	$300
Stormwater Plan Review Revision	$300
Stormwater Permit	$425 per acre
Stormwater Permit Revision	$300

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
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	$100
Spring Baseball (O)	$50	$100
Spring Softball (O)	$50	$100
Fall Volleyball (O)	$50	$100
Fall Softball (O)	$50	$100
Spring T-Ball (U)	$40	$80
Fall Soccer (U)	$40	$80

Adult Sports	**Team Fee**	**Non-Resident Fee**
Softball	$50	$100
Soccer	$50	$100
Basketball	$50	$100
Volleyball	$50	$100
Flag Football	$50	$100
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
~~Powhatan~~	~~Full Site $150 / hour; Per Field $40 / hour~~	~~Full Site $300 / hour; Per Field $80 / hour~~
~~CMS Football/Soccer~~	~~$50 / hour~~	~~$100 / hour~~
~~CMS Softball~~	~~$20 / hour~~	~~$40 / hour~~
~~CMS Baseball~~	~~$25 / hour~~	~~$50 / 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 Facilty Rentals. Does not impact tournament rentals or program registration		

Commercial Use Permit	$25	$25

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

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.	

Ordinance #2022-09-05

TOWN OF CLAYTON
ORDINANCE AMENDING RATES AND FEES FOR FISCAL YEAR 2022-2023
PARKS AND RECREATION

Be it hereby adopted by the Town Council for the Town of Clayton, North Carolina that the following fees are amended as noted herein:

1. Various fees and charges shall be adjusted, added, or eliminated as highlighted on the following Comprehensive List of Fees and Charges effective January 1, 2023.
2. All other rates, fees, and charges for FY 22-23 shall remain as indicated in the Town of Clayton Comprehensive List of Fees and Charges for FY 22-232 unless the subject of another action.

These rates and fees will be effective January 1, 2023.

Duly adopted this the 7th day of November 2022, while in regular session.

_____
Jody L. McLeod
Mayor

ATTEST:

_____
Heidi L. Holland, CMC, NCCMC
Town Clerk

Town Council Agenda Cover Sheet

Meeting Date
November 7, 2022

Agenda Location
Consent Agenda

Item Title
Approval of a Bulk Wastewater Interlocal Agreement between the Town of Clayton and Johnston County

Presenter:
Jonathan K. Jacobs, PE, CFM – Assistant Engineering Director

Summary/Description
Town and Johnston County Engineering staff have worked together to draft an interlocal agreement for transference of wastewater associated with the existing Johnston County owned forcemain located along NC 42 west in Clayton. This agreement is necessary for wastewater needs along the NC 42 corridor associated with the Copper District development and County wastewater needs west of US 70 Bypass. The proposed agreement will allow the Town to discharge up to an average of 150,000 gallons per day of wastewater into the County's existing forcemain associated with the proposed Copper District Pump Station for up to eight (8) years following the execution of this proposed agreement. In addition to allowing the Town to discharge up to an average of 150,000 gallons per day into the County's forcemain, the agreement allows the county to discharge up to an average of 450,000 gallons per day, or 600,000 gallons per day upon the Copper District expiration, into the Little Creek Outfall to be treated by the Town of Clayton. The County currently invoices the Town for wastewater transference at the ECIA pumpstation, to be treated by the County, at the adopted rates from the county at the time of invoice. All discharge from the existing forcemain within NC 42 will be credited toward the existing transference at ECIA, gallon for gallon. In the event the County discharges more wastewater to be treated by the Town, than the Town discharges to the County at ECIA, the Town will invoice the County at the adopted rates at the time of invoice. The agreement is also subject to approval by the Johnston County Board of Commissioners, prior to execution by the County. Staff has reviewed the proposed agreement and recommends Town Council approve the agreement and authorize the Town Manager to execute the agreement with Johnston County, subject to final legal review.

Requested Action
Approval

Funding Source (If Applicable):
N/A

Cost: **N/A** **Yes** ☐ **No** ☒

Additional Documents to be Included in Agenda Packet
Draft Interlocal Bulk Wastewater Agreement

Meeting Timeline
Click or tap here to enter text.

STATE OF NORTH CAROLINA

JOHNSTON COUNTY

BULK WASTEWATER AGREEMENT
BETWEEN JOHNSTON COUNTY AND TOWN OF CLAYTON

THIS AGREEMENT is made and entered into this the ___ day of _____, 2022, by and between the Town of Clayton, North Carolina, a municipal corporation, organized and existing under the laws of the State of North Carolina (hereinafter referred to as "Town") and Johnston County, a body politic organized and existing under the laws of the State of North Carolina (hereinafter referred to as "Johnston County" or "County").

WITNESSETH

WHEREAS, under Article 20 of Chapter 160A of the North Carolina General Statues, as amended (the "Interlocal Act"), municipalities and counties are authorized to enter into Interlocal cooperation undertakings with other local governments for the joint exercise of any power, function, public enterprise, right, privilege, or immunity of local governments in North Carolina;

WHEREAS, the Town and County entered into an Interlocal Agreement dated August 2, 1993 (the "1993 Interlocal Agreement") for the purposes of allowing for the transfer of wastewater between the Town and County;

WHEREAS, the Town and County also entered into a Memorandum of Understanding augmenting the 1993 Interlocal Agreement on March 20, 2008;

WHEREAS, the Town and County also entered into an Interlocal Agreement dated November 2, 2009 (the "2009 Interlocal Agreement");

WHEREAS, the Town and County also entered an Interlocal Agreement dated September 30, 2014 (the "2014 Interlocal Agreement");

DRAFT

WHEREAS, the Town and County also entered an Interlocal Agreement dated September 3, 2019 (the "2019 Interlocal Agreement");

WHEREAS, the Town currently holds the right to 1.44 million gallons per day (MGD) of capacity in the County's wastewater transmission system and of treatment capacity at the County's wastewater treatment plant;

WHEREAS, the County owns an 8" force main along NC 42 west of Clayton (the "NC 42 Force Main") which may be used to discharge up to 600,000 gallons per day (gpd) of wastewater into the Town's system for treatment in accordance with the 1993 Interlocal Agreement;

WHEREAS, the County desires to discharge up to 450,000 gpd to the Town through the NC 42 Force Main and the Town desires to discharge up to 150,000 gpd into the NC 42 Force Main from their retail service area in the vicinity of the NC 42/US 70 Bypass Interchange;

WHEREAS, the Town and County desire to set forth their agreement for such services herein.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms contained herein, as well as other mutual consideration that both the Town and County agree is sufficient, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE I

PURPOSE

The purpose of this agreement is to set forth the terms and conditions of agreement between the Town and the County regarding the Town's and County's wastewater collection and treatment services related to the County's NC 42 Force Main.

DRAFT

ARTICLE II

DISCHARGES

The parties hereby agree to the following:

A. County's Discharges

1. The County shall discharge into the NC 42 Force Main , and the Town shall treat, up to a monthly average daily amount of 450,000 gallons of wastewater.

2. The County's discharge pursuant to this Agreement will be into the NC 42 Force Main, then into the Copper District development's gravity sewer system that flows to the Copper District wastewater pump station and force main owned by the Town that discharges into the NC 42 Force Main.

3. At such time as the Town discontinues discharging into the NC 42 Force Main, the County's discharge to the Town through the NC 42 Force Main shall be increased to, and the Town agrees to treat, up to a monthly average daily amount of 600,000 gallons of wastewater. The Town shall be responsible for making the necessary changes to the NC 42 Force Main to prevent the County's wastewater from entering the Copper District development's gravity sewer system.

B. Town's Discharges

1. The Town shall discharge into the NC 42 Force Main up to a monthly average daily amount of 150,000 gallons of wastewater.

2. The Town's right to discharge into the NC 42 Force Main shall terminate eight (8) years from the effective date of this Agreement.

DRAFT

C. All wastewater discharged into the NC 42 Force Main for treatment by the Town pursuant to this Agreement shall comply with the Town's Sewer Use Ordinance.

ARTICLE III

SERVICE CHARGES

A. The County shall deduct wastewater flow discharged from the County to the Town at the NC 42 Force Main from the wastewater flow discharged to the County from the Town at East Clayton Industrial Area and shall bill the Town for the difference at the County bulk commodity rate adopted by the Johnston County Board of Commissioners and published as part of the "Johnston County Water and Sewer Policies," as it may change from time to time. Bulk commodity rates shall be reviewed annually by the County and may be adjusted to a new bulk rate by the Board of Commissioners. In the event the County's discharge to the NC 42 Force Main exceeds the discharge from the Town to the County at the East Clayton Industrial Area, the Town shall bill the County for the difference at the Town's rate then in effect.

B. Flow discharged from the County to the Town at the NC 42 Force Main shall be determined based on total flow measured by the County at the new magnetic flow meter located where the NC 42 Force Main discharges into the Copper District gravity sewer system.

C. The County shall invoice the Town for the difference in flow calculated according to paragraphs A and B immediately above. The Town shall pay the County the invoice amount within 30 days from the date the Town receives the invoice. In any event where the County's flow to the Town exceeds the Town's flow to the County, the County shall pay the Town the invoice amount within 30 days from the date the County receives the invoice.

DRAFT

ARTICLE IV
INSTALLATION AND MAINTENANCE OF FACILITIES

A. The Town shall install two new master magnetic flow meters. One shall be installed where the NC 42 Force Main discharges into the Copper District development's gravity sewer system and shall be operated, maintained and repaired by the County, and the other shall be installed where the Copper District development's forcemain discharges into the NC 42 Force Main and shall be operated, maintained and repaired by the Town.

B. The County and the Town each agree to have a third party perform calibration services on a yearly basis on the flow meter which it operates, and further agree that each shall have access to both meters.

ARTICLE V
MISCELLANEOUS

A. **Effect on Other Agreements.** The provisions of this Agreement shall replace and/or control over any inconsistent provisions of other agreements between the Town and County regarding treatment charges or other services applicable to wastewater flow from the Town to the County and from the County to the Town and any such inconsistent provisions are hereby amended or nullified; provided however that the remainder of such agreements not inconsistent with the provisions of this Agreement shall remain in full force and effect.

B. **Regulations.** Both Town's and County's obligations hereunder shall be subject to such restrictions, limitations and prohibitions as may be applicable as a result of contracts or agreements with, or lawful rules and regulations promulgated by, any State or Federal Department or Agency having jurisdiction over the Town or County and their operation of their respective waste water systems.

DRAFT

C. **Limitation of Liability and No Third Party Rights.** This Agreement does not and is not intended to confer any rights or remedies upon any person other than the signatories, and no party hereto shall be liable under this Agreement to any third party. Neither party shall be liable for failures of the facilities of the other party that are subject to this Agreement.

D. **Force Majeure.** It shall not be considered a breach of this contract and neither the Town nor the County shall not be responsible for an inability to perform or for any delays, damages, costs, expenses, liabilities or other consequences that may arise as a result of force majeure. A "force majeure" is defined as any event arising from causes beyond the reasonable control of the Town or County, including but not limited to fire, flood, acts of God, terrorism, war, natural disaster, tornado, hurricane, civil strikes or labor disputes, riots, system failure, broken pipes, or other actions causing an inability to perform beyond the reasonable control of the Town or County. A failure to perform due to a force majeure shall be remedied with all possible dispatch but shall not constitute a breach so long as such remedy is diligently being pursued.

E. **Amendment.** This Agreement may be amended through a supplementary agreement approved in writing by the Town and the County.

F. **Severability.** If any section of this Agreement is deemed to be illegal or otherwise unenforceable, it is the intent of the parties hereto that all other provisions of this Agreement shall remain in full force and effect.

G. **Transfer or Assignment.** Neither the Town nor the County may assign its rights or obligations under this Agreement, or sub-contract any part of this Agreement, without prior written approval from the other party.

DRAFT

H. **Mediation.** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The Parties agree that the mediation will be conducted and governed by the North Carolina Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions, and N.G.G.S. Sect. 7A-38.1(c) except as specifically provided otherwise herein. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Johnston County, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

I. **Governing Law.** This Agreement is to be governed by and interpreted in accordance with the laws of the State of North Carolina.

J. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and the successors and assigns of each.

K. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all such counterparts shall together constitute one instrument.

L. **Term of Agreement.** The term of this Agreement shall be for a term of twenty (20) years, and thereafter may be renewed or extended for up to two additional terms of ten (10) years each by mutual agreement of the Town and County.

M. **Notices.** All notices or other communications which shall be made pursuant hereto shall be in writing and shall be deemed to be given and received (a) when hand delivered to the address stated below, (b) three (3) days after being mailed to the address stated below,

DRAFT

postage prepaid by certified or registered mail of the United States, return receipt requested to the address set forth below:

TO: Town of Clayton	TO: Johnston County
Attn: Town Manager PO Box 879 Clayton, NC 27520	Attn: County Manager PO Box 1049 Smithfield, NC 27577

Either party to this Agreement may change its designated person or designated address at any time and from time to time by giving notice of such change to the other.

IN WITNESS WHEREOF, the Mayor of the Town and the Chairman of the Board of Commissioners of the County have each executed this Interlocal Agreement to evidence the agreement of the parties hereto and the Town Clerk and the Clerk to the Board of Commissioners have affixed the seal of the Town and the County, as applicable to this Interlocal Agreement.

[Signatures on Next Page]

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TOWN OF CLAYTON, NORTH CAROLINA

[SEAL]

BY: _____
Jody McLeod, Mayor

ATTEST:

_____
Heidi L. Holland, CMC, NCCMC
Town Clerk

COUNTY OF JOHNSTON, NORTH CAROLINA

BY: _____
Chad Stewart, Chairman

[SEAL]

ATTEST:

_____
Paula G. Woodard
Clerk to the Board

DRAFT

[*Signature page to Bulk Wastewater Agreement Between Johnston County and Town of Clayton*]

Town Council Agenda Cover Sheet

Meeting Date
November 7, 2022

Agenda Location
Consent Agenda

Item Title
Resolution 2022-87 to Accept Public Utilities into the Town of Clayton Public Utility System for Maintenance – Buckhorn Branch Park, Phase 1 & Pump Station

Presenter:
Jonathan K. Jacobs, PE, CFM – Assistant Engineering Director

Summary/Description
Public Utilities (water and sewer), their easements, and applicable apparatuses are required to be designed and built according to the Town of Clayton Manual of Standards, Specifications, and Design. The subject public utilities and pump station have been verified through testing and inspections to be installed per the Town's Manual of Standards, Specifications, and Design and have been certified and approved by the appropriate regulatory agencies. Engineering staff recommends acceptance of the subject public utility infrastructure and pump station and entering the one-year warranty period.

Requested Action
Approval

Funding Source (If Applicable):
N/A

Cost: **N/A** **Yes** ☐ **No** ☒

Additional Documents to be Included in Agenda Packet
Resolution

Meeting Timeline
Click or tap here to enter text.

Resolution #2022-87

RESOLUTION TO ACCEPT PUBLIC UTILITIES INTO THE TOWN OF CLAYTON PUBLIC UTILITY SYSTEM FOR MAINTENANCE – BUCKHORN BRANCH PARK, PHASE 1 & PUMP STATION

WHEREAS, public utilities (water and sewer), their easements, and applicable apparatuses are required to be designed and built according to the Town of Clayton Manual of Standards, Specifications and Design; and

WHEREAS, Town of Clayton Engineering staff has inspected the public utility segments listed below and recommends acceptance by Town Council for maintenance by the Town; and

WHEREAS, the public utility segments listed below have been certified and approved by the appropriate regulatory agencies; and

WHEREAS, the public utility segments listed below will be placed under a one-year warranty period to monitor for construction deficiencies, and

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

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

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Clayton, North Carolina accept this list of public utilities, pump station, and their apparatuses into the Town of Clayton Public Utility System.

SUBDIVISION	LOCATION DESCRIPTION	UTILITY TYPE AND SIZE	LENGTH
Buckhorn Branch Park, Phase 1	Buckhorn Branch Park	6” Waterline	642.00
Buckhorn Branch Park, Phase 1	Buckhorn Branch Park	8” Waterline	1521.00
Buckhorn Branch Park, Phase 1	Buckhorn Branch Park	8” Sanitary Sewer	1737.00
Buckhorn Branch Park, Phase 1	Buckhorn Branch Park	8” Sewer Force Main	1650.00
Buckhorn Branch Park, Phase 1	Crabapple Court	6” Waterline	337.00
Buckhorn Branch Park, Phase 1	Crabapple Court	8” Sanitary Sewer	303.00
Buckhorn Branch Park, Phase 1	Blue Iris Parkway	8” Waterline	617.00
Buckhorn Branch Park, Phase 1	Blue Iris Parkway	8” Sanitary Sewer	595.00
Buckhorn Branch Park, Phase 1	Pear Blossom Parkway	8” Waterline	619.00
Buckhorn Branch Park, Phase 1	Pear Blossom Parkway	8” Sanitary Sewer	597.00
Buckhorn Branch Park, Phase 1	Nimble Way	8” Waterline	65.00
Buckhorn Branch Park, Phase 1	Spotted Doe Drive	2” Waterline (PS Service)	569.00
Buckhorn Branch Park, Phase 1	Spotted Doe Drive	8” Waterline	1076.00
Buckhorn Branch Park, Phase 1	Spotted Doe Drive	8” Sanitary Sewer	1639.00
Buckhorn Branch Park, Phase 1	Spotted Doe Drive	8” Sewer Force Main	1650.00
Buckhorn Branch Park, Phase 1	Pansy Park	8” Waterline	64.00

Buckhorn Branch Park, Phase 1	Iris Street	6” Waterline	142.00
Buckhorn Branch Park, Phase 1	Wildwood Drive	8” Waterline	85.00
		TOTAL	**13,908.00**

Duly adopted this the 7th day of November 2022.

_____
Jody McLeod
Mayor

ATTEST:

_____
Heidi L. Holland, CMC, NCCMC
Town Clerk

Town Council Agenda Cover Sheet

Meeting Date
October 17, 2022

Agenda Location
Administrative

Item Title
Amendment to By-Laws – Public Art Advisory Board

Presenter:
Heidi Holland, Town Clerk

Summary/Description
Per the unanimous recommendation of the Public Art Advisory Board on October 18, 2022, the board recommends changing the wording in the By-Laws regarding the number of members on the board and what defines a quorum.

Requested Action
Approval

Funding Source (If Applicable):
N/A

Cost: **N/A** **Yes** ☐ **No** ☒

Additional Documents to be Included in Agenda Packet
Resolution

Meeting Timeline
Click or tap here to enter text.

Resolution #2022-85

Resolution to Amend
Town of Clayton
Public Art Advisory Board By-Laws

WHEREAS, the Clayton Town Council hereby adopts the following amendment to the Public Art Advisory Board By-Laws which references the number of members on the board and what defines a quorum to read as follows:

Amend By-Laws as follows:

2. *Appointments: Members of the Public Art Advisory Board shall be appointed by the Clayton Town Council. Membership shall consist of eleven (11) regular members. The Mayor will appoint a staff member and/or member of the Town Council shall serve as ex-officio members of the Board with full rights of participation except authority to vote on matters before the board.*

9. *Quorum: A quorum is defined as 6 or more regular members present at one time.*

Duly adopted by the Clayton Town Council this 7th day of November, 2022 while in regular session.

_____
Jody L. McLeod
Mayor

ATTEST:

_____
Heidi L. Holland, CMC, NCCMC
Town Clerk

Town Council Agenda Cover Sheet

Meeting Date
November 7, 2022

Agenda Location
Introductions & Special Presentations

Item Title
Presentation of Mural (215 E. Main Street)

Presenter:
Sara Perricone, Public Art Advisory Board Chair

Summary/Description
Laura Johnson, owner of Moveology of 215 E. Main Street, submitted an application for a Downtown Mural. The proper steps were taken for this process and on October 18, 2022 this mural was presented to the Public Art Advisory Board. Both Ms. Johnson and mural artist Buffy Taylor were present at this meeting. The board shared their thoughts on the initial design and this mural was approved with the board's suggestions.

Requested Action
Informational Only

Funding Source (If Applicable):
N/A

Cost: **N/A** **Yes** ☐ **No** ☒

Additional Documents to be Included in Agenda Packet

Meeting Timeline
Click or tap here to enter text.

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

DOWNTOWN MURAL APPLICATION

The Mural Program is designed to enhance Downtown Clayton's unique identity and cultural cohesiveness.

PROJECT INFORMATION

Name of Project: ~~NEUSE RIVER TRAIL MURAL~~ / 215 E. MAIN MURAL

Building Address: 215 E. MAIN STREET

Property PIN #: 05015029

Project Description (use additional sheets if needed and include mural plans/sketches):

ELECTRONIC RENDERING PROVIDED

APPLICANT INFORMATION (or simply write "SAME AS ABOVE")

Applicant: LAURA JOHNSON - MOVEOLOGY

I am the: ☐ Property Owner ☑ Tenant

Mailing Address: 415 N. KILDEE ST
CLAYTON, NC 27520

Phone Number: 919-796-0316 **Fax:**

Contact Person: LAURA JOHNSON

Email Address: LAURA@MOVEOLOGYNC.COM

Length of Time at Address: 1 YEAR **Length of Time Remaining on Lease:** 2 YEARS

PROPERTY OWNER INFORMATION

Name: MICHAEL FORD

Mailing Address: 215 E. MAIN ST.

Phone Number: 919-553-1055 **Fax:**

Email Address: MICHAEL@HOMESBYFORD.COM

ARTIST INFORMATION

Name: BUFFY TAYLOR WWW.COPEAESTHETICDESIGN.COM
Mailing Address: 204 SHAMBLEY MEADOWS DR; PITTSBORO, NC 27312
Phone Number: 919-903-6199 **Fax:** _____
Email Address: BUFFY@COPESAESTHETIC.COM

REQUIRED INFORMATION (*to be submitted with the application*)

The following items must accompany this application:

All parties should initial next to each item to show completion & concurrence:	INITIAL BELOW:
1. I understand ***before*** any work is started that this application **must** be approved.	LJ/MA
2. Project plans, specifications, sketches, sizing, colors, materials or other design information has been included with this application.	LJ/MA
3. Photograph(s) of existing conditions of the property have been included.	LJ/MA
4. Cost of project has been agreed upon between building owner, client and artist. A binding contract must be signed by all parties.	LJ/MA
5. Owner's Consent Form signed *(required even if applicant is not the property owner)*	LJ/MA
6. After the form is filled out, I understand I must receive all applicable permits, such as Zoning Compliance Permit, Sign Permit and Building Permit, prior to beginning work if applicable to the situation.	LJ/MA
7. I understand the work must be completed within *one calendar year* from the date of approval and that all work is completed according to state and local building codes and ordinances, and approved, when necessary, by the proper authorities (unless other arrangements have been made and agreed upon by all parties). Artist must provide a project timeline.	LJ/MA
8. I understand that I am responsible for ongoing maintenance of improvements described here from the date of project completion until such time the building is sold.	LJ/MA
9. The artist(s) agrees to waive all rights to attribution and integrity with respect to the mural and any claims that may arise under the Visual Artists Rights Act of 1990. Refer to CRITERIA 4.	LJ/MA
10. I acknowledge that the Town and PAAB are obligated only to administer the program procedures and are not liable to the applicant, owner or third parties for any obligations or claims of any nature growing out of, arising out of or otherwise related to the project or application undertaken by the applicant and/or owner. There is no	LJ/MA
11. ***I have read the attached information regarding purpose, eligibility and process, and my project meets all criteria.***	LJ/MA

Town of Clayton
Economic Development Department
111 E. Second Street
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: 215 E. MAIN MURAL **ADDRESS or PIN #:** 215 E. MAIN ST.

AGENT/APPLICANT INFORMATION:

LAURA JOHNSON / MOVEOLOGY
(Name - type, print clearly)

215 E. MAIN ST
(Address)

CLAYTON, NC 27520
(City, State, Zip)

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

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:

Michael Ford
(Name - type, print clearly)

(Owner's Signature)

P O Box 9
(Address)

Clayton NC 27528
(City, State, Zip)

STATE OF NC
COUNTY OF Johnston

Sworn and subscribed before me Susan C. Butts, a Notary Public for the above State and County, this the 14 day of ~~Sept~~ October, 2022

Susan C. Butts
Notary Public

My Commission Expires: 2/20/2026

SEAL

SUSAN C. BUTTS NOTARY PUBLIC JOHNSTON COUNTY, N.C.

APPLICANT / PROPERTY OWNER SIGNATURES

LAURA JOHNSON		10/7/22
Applicant's Name (Print)	*Signature of Applicant*	*Date*
MICHAEL FORD		
Property Owner's Name (Print)	*Signature of Property Owner*	*Date*
Buffy Taylor (aka buffy)	Buffy Taylor	10.7.22
Artist's Name (Print)	*Signature of Artist*	*Date*

Please return completed application by mail to:

Town of Clayton
ATTN: Economic Development Department
PO Box 879
Clayton, NC 27528

or in person at:

Town of Clayton – Town Hall
Economic Development Department
111 E. 2nd Street
Clayton, NC 27520

STAFF REVIEW *(the applicant should leave this section blank)*

This application has been reviewed by the following:

Economic Development Staff:

Name (print)	*Signature*	*Date*

Comments/Conditions:

Planning Department: Zoning Compliance Review:

Name (print)	*Signature*	*Date*

Comments/Conditions:

Building Department: Inspector Review (if applicable):

Name (print)	*Signature*	*Date*

Comments/Conditions:

Public Art Advisory Board:

Committee Review: Oct. 17, 2022 *Date*

☑ Approved w/ conditions ☐ Denied

Comments/Conditions:
would like to see girl holding fish more upright. Ms. Taylor said she would make that change. HH.

Town Council Agenda Cover Sheet

Meeting Date
November 7, 2022

Agenda Location
Public Hearings

Item Title
2022-58-SUP Take 5 Oil Change Special Use Permit

Presenter
Ben Howell, Planning Director

Summary/Description
Quasi-Judicial Public Hearing for a Special Use Permit for Take 5 Oil Change. The applicant is proposing a quick-service oil change business (classified as Vehicular Repair or Service in the UDC), located at 3714 US Highway 70 Business, between S. Moore Street and Enterprise Drive. The property is 1.41 acres in size and zoned Highway Business (B-3).

Requested Action
Approval with Conditions

Funding Source (If Applicable):
N/A

Cost: **N/A** **Yes** ☐ **No** ☒

Additional Documents to be Included in Agenda Packet
Staff Report
Application
Site Plan
Neighborhood Meeting Information
Trip Generation Table

Meeting Timeline
Click or tap here to enter text.

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

STAFF REPORT

Application Number: 2022-58-SUP
Project Name: Take 5 Oil Change – Special Use Permit

Tag #:	05026095W
Location:	US HWY 70 Bus W, Clayton, NC 27520
Applicant:	Durban Development
Owner:	Highway 70 Land LLC
Project Planner:	Ben Howell, AICP, CZO

Public Noticing Dates:

- **Neighborhood Meeting:** April 28, 2022
- **Sign Posted:** October 27, 2022
- **Newspaper Ad Published:** October 26, 2022, and November 2, 2022
- **Letters Mailed:** October 27, 2022

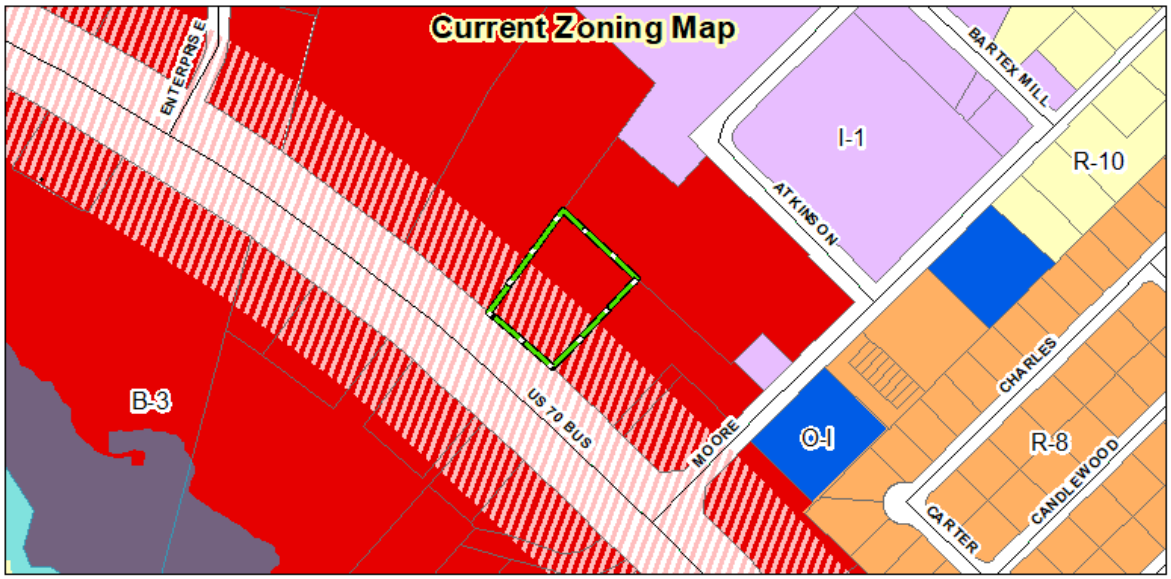
REQUEST: Applicant is requesting a Special Use Permit to create a "Vehicle repair and service" use off Hwy 70 Bus. W in the Town of Clayton.

SITE DATA:

Acreage:	1.41 acres
Zoning:	B-3
Existing Use:	Vacant

ADJACENT ZONING AND LAND USES:

Direction	Zoning	Existing Use
N	B-3	Medical Office
S	B-3	Retail Sales
W	B-3	Service
E	B-3	Service



DEVELOPMENT DATA:

Proposed Use: Vehicle Repair & Services

Building Height: 1 Story; 28 ft.

Impervious Surface: Current: 18,740 SF (0.43 AC) 30.5% OF SITE AREA; Proposed 22,806 SF (0.52 AC) 43.4% of Site Area

Parking:	Proposed: 6 parking spaces per lane; Required: 6 Spaces per lane. 1 ADA Space.
Access/Streets:	The proposed development will be accessed off Hwy 70 Bus W. and South Moore Street

STAFF ANALYSIS AND COMMENTARY:

Overview:

The applicant is requesting a Special Use Permit to create a "Vehicle repair and service" use off Hwy 70 Bus. W in the Town of Clayton. Section 155.202, Table 2-1 Use Regulations, "Vehicle Repair and Services" uses require a Special Use Permit (SUP) within the B-3 Zoning District.

Associated Site Plan:

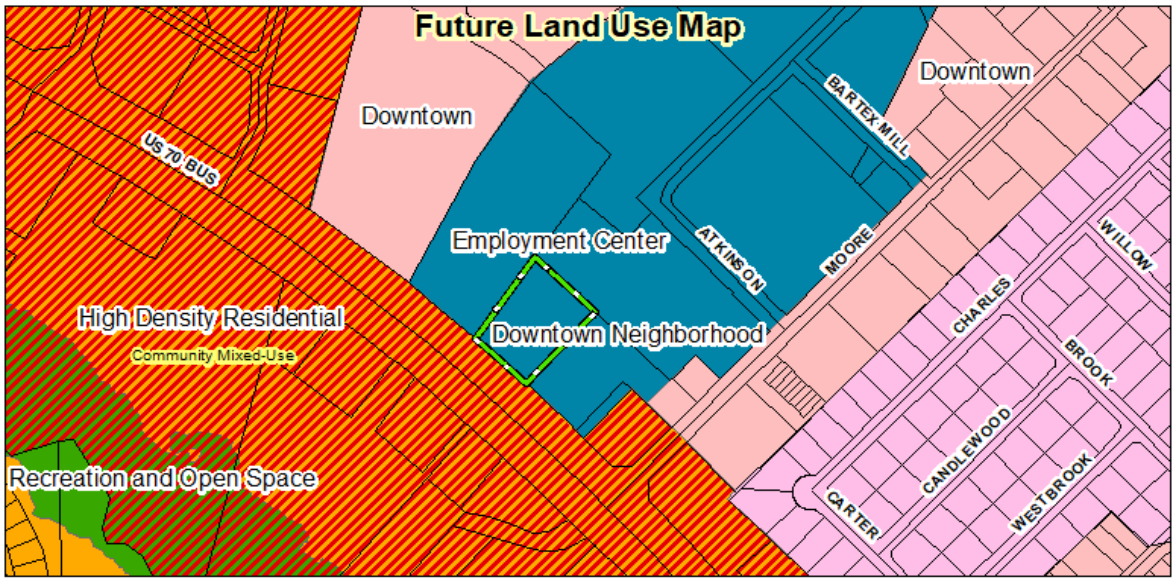
Pursuant to §155.711(D)(1), concurrent with a request for a Special Use Permit, the applicant was required to submit a Site Plan, which is attached to this staff report. The site plan has been reviewed by staff and is pending approval upon a decision from Council on this Special Use Permit.

Consistency with Adopted Plans:

- **Comprehensive Growth Plan 2045**
  The Future Land Use Map (below) shows that this area is designated as Employment Center, which calls uses such as: industrial, warehouse, office, research and development, tech-flex, hospital, renewable energy, recycling, fabrication, assembly, and technology. Employment Center land uses may also include a limited amount of supporting commercial uses, such as restaurants and convenience retailers to serve employees.
- **Unified Development Code**
  If the Special Use Permit is approved, the proposed development will meet the code requirements as outlined in the Unified Development Code, including dimensional standards, parking, and landscaping. The proposed use of "Vehicle Repair and Services" requires a Special Use Permit in B-3 zones, which is the purpose of this application.

CONSIDERATIONS:

- The Town Council shall make final decisions regarding Special Use Permits.
- Special Use Permits shall address specific Findings of Fact, with the burden of proof for meeting the Findings of Fact on the applicant. These Findings all must be met for a Special Use Permit to be approved.
- The Technical Review Committee has reviewed the SUP and associated Site Plan.
- Staff has worked with the applicant on the proposed conditions, and the applicant has agreed to all proposed conditions in writing.
- The Town Council shall consider the recommendation(s) in this staff report, and may approve the SUP with the proposed conditions, add or remove conditions (with the agreement of the applicant), deny the application upon finding that one or more of the Findings of Fact are not met, or may send the application back to the Technical Review Committee for additional consideration.



FINDINGS OF FACT:

Special Use Permits shall address the following findings, with the burden of proof for meeting the Findings of Fact on the applicant. Please see below for the applicant's response to each finding, as well as staff's commentary.

1. *That the application will not materially endanger the public health or safety if located where proposed and developed according to the plans as submitted and approved.*

   Applicant Response:

   The proposed site will not endanger the public health or safety in the Town of Clayton community. Applicable stormwater management specifications through the Town will be followed to ensure no negative impact downstream of the site. In addition, appropriate signage and striping will be used on site to ensure the safety of both vehicles and pedestrians.

   Staff Commentary:

   Staff believes that this project does not constitute a danger to public health or safety.

2. *That the application meets all required specifications and conforms to the standards and practices of sound land use planning and the Town Code of Ordinances and other applicable regulations.*

   Applicant Response:

   Within the B-3 zoning district in Clayton, vehicle service operations are allowed with the approval of a special use permit application. The proposed site along with the associated utility, landscaping, lighting, and stormwater improvements all comply to the Town of Clayton standards and specifications.

   Staff Commentary:

   The applicant has provided a site plan that meets all requirements in the Town of Clayton Unified Development Code and other guidelines.

3. *That the application will not substantially injure the value of adjoining or abutting property, and will not be detrimental to the use or development of adjacent properties or other neighborhood uses.*

   Applicant Response:

The proposed project will not injure the value of adjoining properties or negatively impact adjacent development. Required landscaping has been provided between the property and ROW to provide a buffer between the proposed business and US70. Additionally, a traffic impact table has been provided to show that the traffic generated by the proposed uses of the Take 5 and future business will not negatively affect the surrounding community.

Staff Commentary:

Staff has no comment with respect to whether the site will affect the value of abutting property. With respect to use or development of surrounding properties, staff does not believe the application as proposed will have any effect on adjacent development.

4. *That the application will not adversely affect the adopted plans and policies of the Town or violate the character of existing standards for development of the adjacent properties.*

Applicant Response:

The proposed project will not negatively affect the plans and policies of the Town of Clayton or violate existing standards. All Town of Clayton ordinance requirements for the subject property have been accounted for in the design of the current and future property.

Staff Commentary:

Staff believe that this request does not adversely affect adopted plans and policies of the Town nor does it harm the character of existing standards and is compatible with nearby uses of adjacent properties.

RECOMMENDED CONDITIONS OF APPROVAL:

If approved, staff is recommending conditions of approval be placed upon the application. The recommended conditions are listed below, and the applicant's signed acceptance of the recommended conditions is provided as an attachment.

1. These Conditions of Approval, and any others included with the associated Site Plan (2022-57-SP) shall be recorded upon the final plan set, which must be delivered to the Planning Department for review and approval. All utility comments shall be
2. The Development shall be constructed in substantial conformance with the Special Use Permit as approved by the Clayton Town Council and associated Site Plan as approved by Town staff.
3. All portions of the site shall obtain electricity from the Town of Clayton's electric utility.
4. The buildings in the development will be constructed in accordance with the Architectural elevations provided in the associated Site Plan, including identified façade materials.

ATTACHMENTS:

1) Special Use Permit Application
2) Site Plan
3) Trip Generation Table
4) Wastewater Allocation Application
5) Neighborhood Meeting Materials
6) Staff Report Maps
7) Recommended Conditions of Approval – Signed by Applicant

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

SPECIAL USE PERMIT APPLICATION COVER SHEET

Name of Project: Hwy 70A - Take Five **Date:** 02.08.22

Applicant Name: Durban Development LLC

The following checklist to be completed by applicant:

[✓] Pre-Application Meeting on: 3-10-22

[✓] Application Review fee

[✓] Advertisement Fee

11 copies of the following:

[✓] Completed Application

[✓] Owner's Consent Form

[✓] Adjacent Property Owner's List

[✓] Neighborhood Meeting Notice Letter (1 copy)

[✓] Wastewater Allocation Request Form (if applicable)

[✓] Set of stamped, addressed, empty envelopes for adjacent property owner notification

[✓] Associated Site Plan (separate application required for major site plans, must be submitted concurrently)

Reviewed by: _____

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

SPECIAL USE PERMIT APPLICATION

Application Fee: $400.00
Advertisement Fee: $200.00

☑ **New Special Use Permit** ☐ **Major Modification to an approved SUP**
Permit Modified: _____

SITE INFORMATION

Name of Project: Hwy 70A - Take Five

Acreage of Property: 1.41 **Zoning District:** B-3

County Tag #: 05026095W **NC Pin #:** 165915-63-3714

Address/Location: 3714 Hwy 70 A

Existing Use: vacant **Proposed Use:** Vehicular Service

Is project within a Planned Development? ☐ Yes ■ No **If yes, which:** _____

Is project within an Overlay District? ☐ Yes ■ No **If yes, which:** _____

APPLICANT INFORMATION

Applicant: DURBAN DEVELOPMENT

Mailing Address: 106 Foster Avenue, Charlotte, NC, 28203

Phone Number: 704-319-8343 **Fax:** _____

Contact Person: Zack Holland

Email Address: zack.holland@durbandevelopment.com

OFFICE USE ONLY

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

PROPERTY OWNER INFORAMTION

Name: HIGHWAY 70 LAND LLC

Mailing Address: 4441 SIX FORKS RD STE 106-140 Raleigh NC

Phone Number: _____ **Fax:** _____

Email Address: Jeff@build.nv.com

EXPLANATION OF PROJECT

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

The proposed site consists of a Take 5 Oil Change along with a pad graded site east of the Take 5 for a future business to be determined later. The Take 5 is a quick service oil change business which is categorized as vehicular repair or service in the Town of Clayton Code of Ordinances. This use is required to apply for a special use permit within the B-3 zoning district. See attached application package for required documents needed for the special use application permit.

REQUIRED FINDINGS OF FACT

Section 155.711(I) of the Unified Land Development Code requires applications for a Special Use to address the following findings. The burden of proof is on the applicant and failure to adequately address the findings may result in denial of the application. Please attach additional pages if necessary.

1. That the application will not materially endanger the public health or safety if located where proposed, and developed according to the plans as submitted and approved.

   The proposed site will not endanger the public health or safety if the Town of Clayton community. Applicable stormwater management specifications through the town will be followed to ensure no negative impact down stream of the site. In addition, appropriate signage and striping will be used on site to ensure the safety of both vehicles and pedestrians.

2. That the application meets all required specifications and conforms to the standards and practices of sound land use planning and the Town Code of Ordinances and other applicable regulations.

Within the B-3 zoning district in Clayton, vehicle service operations are allowed with the approval of a special use permit application. The proposed site along with the associated utility, landscaping, lighting, and stormwater improvements all comply to the Town of Clayton standards and specifications.

3. That the application will not substantially injure the value of adjoining or abutting property, and will not be detrimental to the use or development of adjacent properties or other neighborhood uses.

The proposed project will not injure the value of adjoining properties or negatively impact adjacent development. Required landscaping has been provided between the property and ROW to provide a buffer between the proposed business and US70. Additionally, a traffic impact table has been provided to show that the traffic generated by the proposed uses of the Take 5 and future business will not negatively affect the surrounding community.

4. That the application will not adversely affect the adopted plans and policies of the Town, or violate the character of existing standards for development of the adjacent properties.

The proposed project will not negatively affect the plans and policies of the Town of Clayton or violate existing standards. All Town of Clayton ordinance requirements for the subject property have been accounted for in the design of the current and future property.

APPLICANT AFFIDAVIT

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

Zack Holland		02.08.22
Print Name	*Signature of Applicant*	*Date*

NEIGHBORHOOD MEETING INFORMATION

Purpose:

The purpose of the Neighborhood Meeting is to inform the surrounding property owners of the nature of the proposed land use and/or development features, answer questions, respond to concerns, and solicit comments.

Meeting Date:

The meeting must be held at least ten (10) calendar days prior to the 1st Public Hearing Meeting.

Meeting Time & Location:

The meeting must be held no earlier than 6:00 pm Monday through Friday, and must be held in a location generally accessible to residents within close proximity of the request. The meeting space must be able to comfortably accommodate everyone that receives an invitation.

Meeting Notice Mailing requirements:

1. The applicant must contact all adjacent property owners via first class mailing (see sample letter).
2. The mailing must include all the persons, firms, or corporations owning property within 100 feet and immediately adjacent to the subject property. Where the subject property immediately adjoins a public or private right-of-way, landscape or riparian buffer, commonly-owned private area, public property, or homeowners' association property, then letters of notification shall be sent to adjoining property owners as if they directly abut the subject property.
3. The notice must be mailed at least ten (10) calendar days but not more than twenty-five (25) days prior to the date of the Neighborhood Meeting.

Information required to be provided at the Neighborhood Meeting:

At a minimum, the following materials must be present and discussed at a Neighborhood Meeting:

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

Information provided to Planning Department:

Alert the Planning Department once the date, location, and time of the Neighborhood Meeting are determined.

Deliver the following items to the Planning Department at least ten (10) calendar days prior to the 1st Public Hearing Meeting in electronic or hard copy format:

- ☐ Adjacent Property Owner's List (aka "mailing list") *Should be submitted with original application packet*
- ☐ Copy of the letter mailed *Should be submitted with original application packet*
- ☐ Attendance Roster (aka "sign-in sheet") *Submit no later than 10 days prior to 1st public meeting date*
- ☐ Neighborhood Meeting Summary Form with minutes (see below) *Submit no later than 10 days prior to the 1st public meeting date*

NEIGHBORHOOD MEETING ATTENDANCE ROSTER

Project: Hwy 70A - Take Five

Application: Site Plan & Special Use Permit

Location/Date: Proposed project site location / 4-28-22

	NAME	ADDRESS
1	Ryan Gallagher - Bohler	4130 Parklake Ave., Suite 130, Raleigh, NC
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NEIGHBORHOOD MEETING SUMMARY FORM

FILL OUT THE FOLLOWING:

Application: Site Plan & Special Use Permit Date of Mailing: _____

Date of Meeting: 4-28-22 Time of Meeting: 6-7 pm

Location of Meeting: Project Site Location

I hereby attest that letters were mailed to the addresses listed on the Adjacent Property Owners List (attached) ten days prior to the Neighborhood Meeting, and that all required information was presented at the Meeting:

Printed Name: Will Swaringen, P.E. Signature: _____

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

There were no attendees of the meeting other than representative from Bohler, project civil engineer.

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

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: Hwy 70A - Take Five **Address or PIN #:** 165915-63-3714

AGENT/APPLICANT INFORMATION:

Zack Holland
(Name - type, print clearly)

106 Foster Avenue
(Address)
Charlotte, NC, 28203
(City, State, Zip)

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

Site Plan Application

Special Use Permit

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

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

OWNER AUTHORIZATION:

JEFFREY MARCUS
(Name - type, print clearly)

4441 SIX FORKS RD. #106-140
(Address)

(Owner's Signature)

RALEIGH, NC 27609
(City, State, Zip)

STATE OF North Carolina
COUNTY OF Wake

Sworn and subscribed before me Danielle Lynn Weisser, a Notary Public for the above State and County, this the 25th day of January, 2022.

SEAL

DANIELLE LYNN WEISSER
Notary Public
Wake
County
My Comm. Exp.
11-27-2026
NORTH CAROLINA

Notary Public

My Commission Expires: 11/27/2026

July 2018

SITE PLAN DOCUMENTS

FOR

LOCATION OF SITE

US HWY 70 BUS WEST & S MOORE STREET

CLAYTON, NC 27520

JOHNSTON COUNTY

PIN: 165915-63-3714 & 165915-63-5632

LOCATION MAP

SCALE: 1" = 500'

REFERENCES AND CONTACTS

REFERENCES

♦BOUNDARY & TOPOGRAPHIC SURVEY:
BOHLER ENGINEERING NC, PLLC
4130 PARKLAKE AVE., SUITE 130
RALEIGH, NC 27612
DATED: 10-11-21
JOB #: NSR 182168
ELEVATIONS: NAD 83 (2011)

GOVERNING AGENCIES

♦PLANNING, ZONING COMMITTEE
TOWN OF CLAYTON PLANNING
111 E SECOND STREET
CLAYTON, NC 27520
PHONE: (919) 553-5002

♦BUILDING DEPARTMENT
TOWN OF CLAYTON BUILDING INSPECTIONS
111 E SECOND STREET
CLAYTON, NC 27520
PHONE: (919) 553-5002

♦FIRE DEPARTMENT
TOWN OF CLAYTON FIRE DEPARTMENT
325 W HORNE STREET
CLAYTON, NC 27520
PHONE: (919) 553-1520

♦NCDOT
NCDOT DIVISION 4 DISTRICT 3
CONTACT - SAM LAWHORN, P.E.
2071 US 70 WEST
GOLDSBORO, NC 27530
PHONE: (919) 739-5300

UTILITIES

♦STORMWATER
TOWN OF CLAYTON ENGINEERING
111 E SECOND STREET
CLAYTON, NC 27520
PHONE: (919) 553-5002

♦WATER & SEWER
TOWN OF CLAYTON UTILITIES
111 E SECOND STREET
CLAYTON, NC 27520
PHONE: (919) 553-5002

♦ELECTRIC
CLAYTON PUBLIC POWER
653 NC HIGHWAY 42 W
CLAYTON, NC 27520
PHONE: (919) 553-1530

* THE ABOVE REFERENCED DOCUMENTS ARE INCORPORATED BY REFERENCE AS PART OF THESE PLANS, HOWEVER, BOHLER ENGINEERING DOES NOT CERTIFY THE ACCURACY OF THE WORK REFERENCED OR DERIVED FROM THESE DOCUMENTS, BY OTHERS.

Sheet List Table	
Sheet Number	Sheet Title
C-100	COVER SHEET
C-101	GENERAL NOTES
---	ALTA-NSPS LAND TITLE SURVEY
C-200	EXISTING CONDITIONS & DEMOLITION PLAN
C-300	SITE PLAN
C-400	GRADING & DRAINAGE PLAN
C-401	SCM PLAN
C-500	UTILITY PLAN
C-600	EROSION & SEDIMENT CONTROL PLAN - PHASE I
C-601	EROSION & SEDIMENT CONTROL PLAN - PHASE II
C-602	EROSION & SEDIMENT CONTROL DETAILS
C-700	LANDSCAPE PLAN
C-701	LANDSCAPE DETAILS
C-702	LIGHTING PLAN
C-703	LIGHTING DETAILS
C-900	SITE DETAILS
C-901	SITE DETAILS
C-902	UTILITY DETAILS
A-200	EXTERIOR ELEVATIONS
---	BUILDING FLOOR PLAN

PUBLIC IMPROVEMENT QUANTITIES	
EXISTING WATER METERS TO BE REUSED	2
PROPOSED WATER METERS	(1) 1" IRRIGATION WATER METER

OWNER

HIGHWAY 70 LAND LLC
4441 SIX FORKS ROAD, SUITE 106-140
RALEIGH, NC 27609

DEVELOPER

DURBAN DEVELOPMENT
106 FOSTER AVENUE
CHARLOTTE, NC 28203
CONTACT: ZACK HOLLAND
PHONE: (704) 318-8343
EMAIL: ZACK.HOLLAND@DURBANDEVELOPMENT.COM

PREPARED BY

BOHLER
BOHLER ENGINEERING NC, PLLC
NCBELS P-1132

CONTACT: WILL SWARINGEN, P.E.

PHONE: (919) 578-9000

EMAIL: WSWARINGEN@BOHLERENG.COM

GENERAL NOTES
IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW ALL OF THE DRAWINGS AND SPECIFICATIONS ASSOCIATED WITH THIS PROJECT. WORK SCOPE PRIOR TO THE INITIATION OF CONSTRUCTION. SHOULD THE CONTRACTOR FIND A CONFLICT WITH THE DOCUMENTS RELATIVE TO THE SPECIFICATIONS OR APPLICABLE CODES, IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE PROJECT ENGINEER OF RECORD IN WRITING PRIOR TO THE START OF CONSTRUCTION. FAILURE BY THE CONTRACTOR TO NOTIFY THE PROJECT ENGINEER SHALL CONSTITUTE ACCEPTANCE OF FULL RESPONSIBILITY BY THE CONTRACTOR TO COMPLETE THE SCOPE OF THE WORK AS DEFINED BY THE DRAWINGS AND IN FULL CONFORMANCE WITH LOCAL REGULATIONS AND CODES.

THE INFORMATION, DESIGN AND DRAWINGS CONTAINED HEREIN ARE THE PROPERTY OF BOHLER ENGINEERING NC, PLLC AND ARE NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF BOHLER ENGINEERING NC, PLLC. © 2022 BOHLER ENGINEERING NC, PLLC ALL RIGHTS RESERVED.

BOHLER
BOHLER ENGINEERING NC, PLLC
SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
SUSTAINABLE DESIGN
PERMITTING SERVICES
TRANSPORTATION SERVICES

REVISIONS

REV	DATE	COMMENT	DRAWN BY / CHECKED BY
1	8-5-22	TOWN OF CLAYTON COMMENTS	RMG / WES
2	8-29-22	TOWN OF CLAYTON COMMENTS	RMG / WES
3	10-10-22	TOWN OF CLAYTON COMMENTS	RMG / WES

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ALWAYS CALL 811
It's fast. It's free. It's the law.

ISSUED FOR MUNICIPAL & AGENCY REVIEW & APPROVAL

THIS DRAWING IS INTENDED FOR MUNICIPAL AND/OR AGENCY REVIEW AND APPROVAL. IT IS NOT INTENDED AS A CONSTRUCTION DOCUMENT UNLESS INDICATED OTHERWISE.

PROJECT No.:	NCR211125
DRAWN BY:	RMG
CHECKED BY:	WES
DATE:	4-1-22
CAD I.D.:	CNDS - 1

PROJECT:

SITE PLAN DOCUMENTS

FOR

PROPOSED DEVELOPMENT

US HWY 70 BUS WEST
& S MOORE STREET
CLAYTON, NC 27520
JOHNSTON COUNTY

BOHLER
BOHLER ENGINEERING NC, PLLC
NCBELS P-1132
4130 PARKLAKE AVENUE, SUITE 130
RALEIGH, NC 27612
Phone: (919) 578-9000
NC@BohlerEng.com

NORTH CAROLINA PROFESSIONAL SEAL 051703 ENGINEER WILLIS C. SWARINGEN
10/10/22

SHEET TITLE:

COVER SHEET

SHEET NUMBER:

C-100

REVISION 3 - 10-10-22

Oct 10, 2022
H:\2021\NCR211125\CAD\DRAWINGS\PLAN SETS\NCR211125 - CNDS - 0---LAYOUT C-100 COVER SHEET

GENERAL NOTES

(Rev. 2/2021)

1. THESE PLANS ARE SOLELY BASED ON INFORMATION THE OWNER AND OTHERS PROVIDED TO BOHLER ENGINEERING, NC , PLLC (HEREIN "BOHLER") PRIOR TO THE DATE ON WHICH THE ENGINEER OF RECORD AND BOHLER PREPARED THESE PLANS. THE CONTRACTOR MUST FIELD VERIFY ALL EXISTING CONDITIONS AND IMMEDIATELY NOTIFY BOHLER , IN WRITING, IF ANY ACTUAL SITE CONDITIONS DIFFER FROM THOSE SHOWN ON THESE PLANS, OR IF THE PROPOSED WORK CONFLICTS WITH ANY OTHER SITE FEATURES.
2. THE CONTRACTOR MUST STRICTLY COMPLY WITH THESE NOTES AND ALL SPECIFICATIONS/REPORTS CONTAINED HEREIN. THE CONTRACTOR MUST ENSURE THAT ALL SUBCONTRACTORS FULLY AND COMPLETELY CONFORM TO AND COMPLY WITH THESE REQUIREMENTS. THESE NOTES, AND THE REQUIREMENTS ARTICULATED IN THE NOTES CONTAINED IN ALL THE OTHER DRAWINGS THAT COMPRISE THE PLAN SET OF DRAWINGS. ADDITIONAL NOTES AND SPECIFIC PLAN NOTES MAY BE FOUND ON THE INDIVIDUAL PLANS. THESE GENERAL NOTES APPLY TO THIS ENTIRE DOCUMENT PACKAGE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REVIEW ALL CONSTRUCTION CONTRACT DOCUMENTS INCLUDING, BUT NOT LIMITED TO, ALL OF THE DRAWINGS AND SPECIFICATIONS ASSOCIATED WITH THE PROJECT WORK SCOPE, PRIOR TO THE INITIATION AND COMMENCEMENT OF CONSTRUCTION.
3. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR MUST CONFIRM WITH THE ENGINEER OF RECORD AND BOHLER THAT THE LATEST EDITION OF THE DOCUMENTS AND/OR REPORTS REFERENCED WITHIN THE PLAN REFERENCES ARE BEING USED FOR CONSTRUCTION. THIS IS THE CONTRACTOR'S SOLE AND COMPLETE RESPONSIBILITY.
4. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR MUST ENSURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION IS TO BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED THE CONDITIONS OF APPROVAL TO ALL PLANS AND OTHER DOCUMENTS REVIEWED AND APPROVED BY THE PERMITTING AUTHORITIES AND HAS ALSO CONFIRMED THAT ALL NECESSARY AND REQUIRED PERMITS HAVE BEEN OBTAINED. THE CONTRACTOR MUST HAVE COPIES OF ALL PERMITS AND APPROVALS ON SITE AT ALL TIMES.
5. THE CONTRACTOR MUST ENSURE THAT ALL WORK IS PERFORMED IN ACCORDANCE WITH THESE PLANS, SPECIFICATIONS/REPORTS AND CONDITIONS OF APPROVAL, AND ALL APPLICABLE REQUIREMENTS, RULES, REGULATIONS, STATUTORY REQUIREMENTS, CODES, LAWS AND STANDARDS OF ALL GOVERNMENTAL ENTITIES WITH JURISDICTION OVER THIS PROJECT, AND ALL PROVISIONS IN AND CONDITIONS OF THE CONSTRUCTION CONTRACT WITH THE OWNER/DEVELOPER INCLUDING ALL EXHIBITS, ATTACHMENTS AND ADDENDA TO SAME.
6. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR MUST COORDINATE THE BUILDING LAYOUT BY CAREFULLY REVIEWING THE MOST CURRENT ARCHITECTURAL, CIVIL AND STRUCTURAL CONSTRUCTION DOCUMENTS (INCLUDING, BUT NOT LIMITED TO, MECHANICAL, ELECTRICAL, PLUMBING AND FIRE SUPPRESSION PLANS, WHERE APPLICABLE). THE CONTRACTOR MUST IMMEDIATELY NOTIFY OWNER'S ARCHITECT AND ENGINEER OF RECORD AND BOHLER, IN WRITING, OF ANY CONFLICTS, DISCREPANCIES OR AMBIGUITIES WHICH EXIST BETWEEN THESE PLANS AND ANY OTHER PLANS THAT COMPRISE THE CONSTRUCTION DOCUMENTS.
7. CONTRACTOR MUST REFER TO AND ENSURE COMPLIANCE WITH THE APPROVED ARCHITECTURAL/BUILDING PLANS OF RECORD FOR EXACT LOCATIONS AND DIMENSIONS OF BUILDING FOOTPRINTS, ELEVATIONS, PRECISE BUILDING DIMENSIONS, AND EXACT BUILDING UTILITY LOCATIONS.
8. THE CONTRACTOR MUST FIELD VERIFY ALL DIMENSIONS AND MEASUREMENTS SHOWN ON THESE PLANS, PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THE CONTRACTOR MUST IMMEDIATELY NOTIFY ENGINEER OF RECORD AND BOHLER, IN WRITING, IF ANY DISCREPANCIES, OR AMBIGUITIES EXIST PRIOR TO PROCEEDING WITH CONSTRUCTION. NO EXTRA COMPENSATION WILL BE PAID TO THE CONTRACTOR FOR WORK WHICH HAS TO BE REDONE OR REPAIRED DUE TO DIMENSIONS SHOWN INCORRECTLY ON THESE PLANS PRIOR TO BOTH (A) THE CONTRACTOR GIVING ENGINEER OF RECORD AND BOHLER WRITTEN NOTIFICATION OF SAME AND (B) ENGINEER OF RECORD AND BOHLER , THEREAFTER, PROVIDING THE CONTRACTOR WITH WRITTEN AUTHORIZATION TO PROCEED WITH SUCH ADDITIONAL WORK.
9. THE CONTRACTOR MUST VERIFY ALL DIMENSIONS AND MEASUREMENTS INCLUDED ON DESIGN DOCUMENTS HEREIN AND MUST NOT SCALE OFF THE DRAWINGS DUE TO POTENTIAL PRINTING INACCURACIES. ALL DIMENSIONS AND MEASUREMENTS ARE TO BE CHECKED AND CONFIRMED BY THE GENERAL CONTRACTOR PRIOR TO PREPARATION OF SHOP DRAWINGS, FABRICATION/ORDERING OF PARTS AND MATERIALS AND COMMENCEMENT OF SITE WORK. SITE PLAN DRAWINGS ARE NOT INTENDED AS SURVEY DOCUMENTS. DIMENSIONS SUPERSEDE GRAPHICAL REPRESENTATIONS. THE CONTRACTOR MUST MAKE CONTRACTOR'S OWN MEASUREMENTS AS REQUIRED FOR CONSTRUCTION.
10. THE OWNER AND CONTRACTOR MUST BE FAMILIAR WITH AND RESPONSIBLE FOR THE PROCUREMENT OF ANY AND ALL CERTIFICATIONS REQUIRED FOR THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.
11. WHEN INCLUDED AS ONE OF THE REFERENCED DOCUMENTS, THE GEOTECHNICAL REPORT, SPECIFICATIONS AND RECOMMENDATIONS SET FORTH THEREIN ARE A PART OF THE REQUIRED CONSTRUCTION DOCUMENTS. THE CONTRACTOR MUST REVIEW AND COMPLY WITH ALL MORE STRINGENT REQUIREMENTS AND/OR RECOMMENDATIONS CONTAINED IN: (A) THE PLANS; AND (B) THE GEOTECHNICAL REPORT AND RECOMMENDATIONS, WHERE THERE IS NO PRECEDENCE UNLESS SPECIFICALLY NOTED OTHERWISE ON THE PLANS. THE CONTRACTOR MUST NOTIFY THE ENGINEER OF RECORD AND BOHLER, IN WRITING, OF ANY SUCH CONFLICT, DISCREPANCY OR AMBIGUITY BETWEEN THE GEOTECHNICAL REPORT AND PLANS AND SPECIFICATIONS, PRIOR TO PROCEEDING WITH ANY CONSTRUCTION ACTIVITIES AFFECTED BY WHICH THE ITEM IS A CONFLICT. THE CONTRACTOR MUST FOLLOW AND COMPLY WITH ALL OF THE REQUIREMENTS OF ANY AND ALL MUNICIPAL, COUNTY, STATE, AND FEDERAL LAWS AND APPLICABLE SPECIFICATIONS WHICH HAVE JURISDICTION OVER THIS PROJECT.
12. ENGINEER OF RECORD AND BOHLER ARE NEITHER LIABLE NOR RESPONSIBLE FOR ANY SUBSURFACE CONDITIONS AND FURTHER, HAS NO LIABILITY FOR ANY HAZARDOUS MATERIALS, HAZARDOUS SUBSTANCES, OR POLLUTANTS ON , ABOUT OR UNDER THE PROPERTY.
13. THE CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING WHEN AND WHERE SHORING IS REQUIRED AND FOR INSTALLING ALL SHORING REQUIRED DURING EXCAVATION (TO BE PERFORMED IN ACCORDANCE WITH CURRENT OSHA STANDARDS) AND ANY ADDITIONAL PRECAUTIONS THAT MAY BE TAKEN TO ASSURE THE STABILITY OF ADJACENT, NEARBY AND CONTIGUOUS STRUCTURES AND PROPERTIES. ALL OF THIS WORK IS TO BE PERFORMED AT CONTRACTOR'S SOLE COST AND EXPENSE.
14. THE CONTRACTOR MUST EXERCISE EXTREME CAUTION WHEN PERFORMING ANY WORK ACTIVITIES ADJACENT TO PAVEMENT, STRUCTURES, ETC. WHICH ARE TO REMAIN FOR AN INITIAL PHASE OF THE PROJECT OR AS PART OF THE FINAL CONDITION. THE CONTRACTOR IS RESPONSIBLE FOR TAKING ALL APPROPRIATE MEASURES REQUIRED TO ENSURE THE STRUCTURAL STABILITY OF SIDEWALKS AND PAVEMENT, UTILITIES, BUILDINGS, AND INFRASTRUCTURE WHICH ARE TO REMAIN, AND TO PROVIDE A SAFE WORK AREA FOR THIRD PARTIES, PEDESTRIANS AND ANYONE INVOLVED WITH THE PROJECT.
15. DEBRIS MUST NOT BE BURIED ON THE SUBJECT SITE. ALL DEMOLITION AND CONSTRUCTION WASTES, UNSUITABLE EXCAVATED MATERIAL, EXCESS SOIL AND DEBRIS (SOLID WASTE) MUST BE DISPOSED OF IN ACCORDANCE WITH THE REQUIREMENTS OF ANY AND ALL MUNICIPAL, COUNTY, STATE, AND FEDERAL LAWS AND APPLICABLE CODES WHICH HAVE JURISDICTION OVER THIS PROJECT OR OVER THE CONTRACTOR.
16. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO MAINTAIN RECORDS TO DEMONSTRATE PROPER AND FULLY COMPLIANT DISPOSAL ACTIVITIES, TO BE PROMPTLY PROVIDED TO THE OWNER UPON REQUEST.
17. THE CONTRACTOR MUST REPAIR, AT CONTRACTOR'S COST, ALL DAMAGE DONE TO ANY NEW OR EXISTING CONSTRUCTION OR PROPERTY DURING THE COURSE OF CONSTRUCTION, INCLUDING BUT NOT LIMITED TO DRAINAGE, UTILITIES, PAVEMENT, STRIPING, CURB, ETC. AND MUST BEAR ALL COSTS ASSOCIATED WITH SAME TO INCLUDE, BUT NOT BE LIMITED TO, DEMOLITION AND RE-CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR AND MUST REPLACE ALL SIGNAL INTERCONNECTION CABLE, WIRING CONDUITS, AND ANY UNDERGROUND ACCESSORY EQUIPMENT DAMAGED DURING CONSTRUCTION AND MUST BEAR ALL COSTS ASSOCIATED WITH SAME. THE REPAIR OF SUCH NEW OR EXISTING CONSTRUCTION OR PROPERTY MUST RESTORE SUCH CONSTRUCTION OR PROPERTY TO A CONDITION EQUIVALENT TO OR BETTER THAN THE CONDITIONS PRIOR TO COMMENCEMENT OF THE CONSTRUCTION, AND IN CONFORMANCE WITH ALL APPLICABLE CODES, LAWS, ORDINANCES, REGULATIONS, STATUTORY REQUIREMENTS AND STATUTES. THE CONTRACTOR MUST BEAR ALL COSTS ASSOCIATED WITH SAME. THE CONTRACTOR MUST, PROMPTLY UPON DISCOVERY AND NOTIFY, IN WRITING, THE OWNER AND THE CONSTRUCTION MANAGER OF ANY SUCH DAMAGE PRIOR TO THE START OF CONSTRUCTION.
18. THE ENGINEER OF RECORD AND BOHLER ARE NOT RESPONSIBLE FOR AND HAVE NO CONTRACTUAL, LEGAL OR OTHER RESPONSIBILITIES FOR JOB SITE SAFETY JOB SITE SUPERVISION, OR ANYTHING RELATED TO SAME. THE ENGINEER OF RECORD AND BOHLER HAVE NOT BEEN RETAINED TO PERFORM ON THE RESPONSIBILITY FOR JOB SITE SAFETY, SAME BEING THE SOLE RESPONSIBILITY OF THE CONTRACTOR. ANY SERVICES AS RELATED TO THE PROJECT. THE ENGINEER OF RECORD AND BOHLER ARE NOT RESPONSIBLE TO IDENTIFY OR REPORT ANY JOB SITE SAFETY ISSUES OR ANY JOB SITE CONDITIONS, AT ANY TIME.
19. THE CONTRACTOR MUST IMMEDIATELY IDENTIFY IN WRITING, TO THE ENGINEER OF RECORD AND BOHLER , ANY DISCREPANCIES THAT MAY OR COULD AFFECT THE PUBLIC SAFETY; HEALTH OR GENERAL WELFARE, OR ENGINEERING OR DESIGN PROCEDURES WITHOUT PROCEEDING WITHOUT PROPER WRITTEN NOTIFICATION AS DESCRIBED ABOVE, IT WILL BE AT THE CONTRACTOR'S OWN RISK AND, FURTHER, THE CONTRACTOR MUST INDEMNIFY, DEFEND AND HOLD HARMLESS THE ENGINEER OF RECORD AND BOHLER FROM AND AGAINST ALL DAMAGES, COSTS, INJURIES, ATTORNEY'S FEES AND THE LIKE WHICH RESULT FROM OR ARE IN ANY WAY RELATED TO SAME INCLUDING, BUT NOT LIMITED TO, ANY THIRD PARTY AND FIRST PARTY CLAIMS.
20. THE ENGINEER OF RECORD AND BOHLER ARE NOT RESPONSIBLE FOR ANY INJURY OR DAMAGES RESULTING FROM THE CONTRACTOR'S FAILURE TO BUILD OR CONSTRUCT IN STRICT ACCORDANCE WITH THE APPROVED PLANS, AND THE CURRENT CODES RULES, STATUTES AND THE LIKE. IF THE CONTRACTOR AND/OR OWNER FAIL TO BUILD OR CONSTRUCT IN STRICT ACCORDANCE WITH APPROVED PLANS, RULES, STATUTES, CODES AND THE LIKE, THE CONTRACTOR AND OWNER AGREE TO AND MUST INDEMNIFY, DEFEND AND HOLD HARMLESS FROM AND AGAINST ANY DAMAGES, INJURIES, CLAIMS AND DAMAGES THAT ENGINEER AND BOHLER SUFFER AND ANY AND ALL COSTS THAT ENGINEER AND BOHLER INCUR AS RELATED TO SAME.
21. ALL CONTRACTORS MUST CARRY AT LEAST THE MINIMUM AMOUNT OF THE SPECIFIED AND COMMERCIALLY REASONABLE STATUTORY WORKERS COMPENSATION INSURANCE, EMPLOYER'S LIABILITY INSURANCE AND COMMERCIAL GENERAL LIABILITY INSURANCE, INCLUDING BUT NOT LIMITED TO, ALL UMBRELLA COVERAGES. ALL CONTRACTORS MUST HAVE THEIR CGL POLICIES ENDORSED TO NAME BOHLER , AND ITS PAST, PRESENT AND FUTURE OWNERS, OFFICERS, DIRECTORS, PARTNERS, SHAREHOLDERS, MEMBERS, PRINCIPALS, COUNCILMEMBERS, AGENTS, SERVANTS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, AND RELATED ENTITIES, AND ITS SUBCONTRACTORS AND SUBCONSULTANTS AS ADDITIONAL NAMED INSUREDS AND TO PROVIDE CONTRACTUAL LIABILITY COVERAGE SUFFICIENT TO INSURE (DEFEND, IF APPLICABLE) AND HOLD HARMLESS THE INDEMNITIES AND OBLIGATIONS ASSUMED AND AGREED TO BY THE CONTRACTOR HEREIN. ALL CONTRACTORS MUST FURNISH BOHLER WITH CERTIFICATIONS OF INSURANCE OR CERTIFICATES OF INSURANCE AS EVIDENCE OF THE REQUIRED INSURANCE COVERAGES PRIOR TO COMMENCING ANY WORK AND UPON RENEWAL OF EACH POLICY DURING THE ENTIRE PERIOD OF CONSTRUCTION AND FOR TWO YEARS AFTER THE COMPLETION OF CONSTRUCTION AND AFTER ALL PERMITS ARE ISSUED, WHICHEVER DATE IS LATER. IN ADDITION, ALL CONTRACTORS AGREE THAT THEY WILL, TO THE FULLEST EXTENT PERMITTED UNDER THE LAW, INDEMNIFY, DEFEND AND HOLD HARMLESS BOHLER AND ITS PAST, PRESENT AND FUTURE OWNERS, OFFICERS, DIRECTORS, PARTNERS, SHAREHOLDERS, MEMBERS, PRINCIPALS, COUNCILMEMBERS, AGENTS, SERVANTS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, AND RELATED ENTITIES, AND ITS SUBCONTRACTORS AND SUBCONSULTANTS FROM AND AGAINST ANY DAMAGES, INJURIES, CLAIMS, ACTIONS, PENALTIES, EXPENSES, PUNITIVE DAMAGES, TORT DAMAGES, STATUTORY CLAIMS, STATUTORY CAUSES OF ACTION, LOSSES, CAUSES OF ACTION, LIABILITIES OR COSTS, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND DEFENSE COSTS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR TO THE PROJECT, INCLUDING ALL CLAIMS BY EMPLOYEES OF THE CONTRACTOR(S). ALL CLAIMS BY THIRD PARTIES AND ALL CLAIMS RELATED TO THE PROJECT. THE CONTRACTOR MUST NOTIFY ENGINEER, IN WRITING, AT LEAST THIRTY (30) DAYS PRIOR TO ANY TERMINATION, SUSPENSION OR CHANGE OF ITS INSURANCE HEREUNDER.
22. THE ENGINEER OF RECORD AND BOHLER ARE NOT RESPONSIBLE FOR CONSTRUCTION METHODS, MEANS, TECHNIQUES OR PROCEDURES, GENERALLY OR FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES OR PROCEDURES FOR COMPLETION OF THE WORK DEPICTED BOTH ON THESE PLANS, AND FOR ANY CONFLICTS IN SCOPE AND REVISIONS THAT RESULT FROM SAME. THE CONTRACTOR IS FULLY AND SOLELY RESPONSIBLE FOR DETERMINING THE MEANS AND METHODS FOR COMPLETION OF THE WORK, PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
23. NEITHER THE PROFESSIONAL ACTIVITIES OF BOHLER, NOR THE PRESENCE OF BOHLER AND/OR ITS PAST, PRESENT AND FUTURE OWNERS, OFFICERS, DIRECTORS, PARTNERS, SHAREHOLDERS, MEMBERS, PRINCIPALS, COUNCILMEMBERS, AGENTS, SERVANTS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, AND RELATED ENTITIES, AND ITS SUBCONTRACTORS AND SUBCONSULTANTS AT A CONSTRUCTION/PROJECT SITE (HEREIN "BOHLER PARTIES"), RELIEVES OR WILL RELIEVE THE CONTRACTOR OF AND FROM CONSTRUCTION MEANS, METHODS, SEQUENCE, TECHNIQUES OR PROCEDURES NECESSARY FOR PERFORMING, OVERSEEING, SUPERINTENDING AND COORDINATING THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND COMPLIANCE WITH ALL HEALTH AND SAFETY PRECAUTIONS REQUIRED BY ANY REGULATORY AGENCIES WITH JURISDICTION OVER THE PROJECT AND/OR PROPERTY. BOHLER PARTIES HAVE NO AUTHORITY TO EXERCISE ANY CONTROL OVER (OR ANY RESPONSIBILITY FOR) ANY CONTRACTOR OR ITS EMPLOYEES IN CONNECTION WITH THEIR WORK AND ANY HEALTH AND SAFETY PROGRAMS OR PROCEDURES. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR JOB SITE SAFETY. THE CONTRACTOR MUST INDEMNIFY, DEFEND, PROTECT AND HOLD HARMLESS BOHLER PARTIES FOR AND FROM ANY LIABILITY TO BOHLER PARTIES RESULTING FROM THE CONTRACTOR'S WORK, SERVICES AND/OR VIOLATIONS OF THIS NOTE AND THE RESPONSIBILITIES SET FORTH HEREIN. THE CONTRACTOR MUST NAME BOHLER AS AN ADDITIONAL INSURED UNDER THE GENERAL CONTRACTOR'S POLICIES OF GENERAL LIABILITY INSURANCE AS DESCRIBED ABOVE.
24. WHEN IT IS CLEARLY AND SPECIFICALLY WITHIN BOHLER'S SCOPE OF SERVICES CONTRACT WITH THE OWNER/DEVELOPER, BOHLER WILL REVIEW OR TAKE OTHER APPROPRIATE ACTION ON THE CONTRACTOR SUBMITTALS, SUCH AS SHOP DRAWINGS, PRODUCT DATA, SAMPLES, AND OTHER DATA, WHICH THE CONTRACTOR IS REQUIRED TO SUBMIT, BUT ONLY FOR THE LIMITED PURPOSE OF EVALUATING CONFORMANCE WITH THE DESIGN INTENT AND THE INFORMATION SHOWN IN THE CONSTRUCTION CONTRACT DOCUMENTS. CONSTRUCTION MEANS AND METHODS AND/OR TECHNIQUES OR PROCEDURES, COORDINATION OF THE WORK WITH OTHER TRADES, AND CONSTRUCTION SAFETY PRECAUTIONS ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND BOHLER HAS NO RESPONSIBILITY OR LIABILITY FOR SAME. BOHLER WILL PERFORM ITS SHOP DRAWING REVIEW WITH REASONABLE PROMPTNESS, AS CONDITIONS PERMIT. ANY DOCUMENT, DOCUMENTING BOHLER'S REVIEW OF A SPECIFIC ITEM OR LIMITED SCOPE, MUST NOT INDICATE THAT BOHLER HAS REVIEWED THE ENTIRE ASSEMBLY OF WHICH THE ITEM IS A COMPONENT. BOHLER IS NOT RESPONSIBLE FOR ANY DEVIATIONS FROM THE CONSTRUCTION DOCUMENTS. THE CONTRACTOR MUST, IN WRITING, PROMPTLY AND IMMEDIATELY BRING ANY DEVIATIONS FROM THE CONSTRUCTION DOCUMENTS TO BOHLER'S ATTENTION. BOHLER IS NOT REQUIRED TO REVIEW PARTIAL SUBMISSIONS OR THOSE FOR WHICH SUBMISSIONS OF CORRELATED ITEMS HAVE NOT BEEN RECEIVED.
25. IF THE CONTRACTOR DEVIATES FROM THESE PLANS AND/OR SPECIFICATIONS INCLUDING THE NOTES CONTAINED HEREIN, WITHOUT FIRST OBTAINING THE PRIOR WRITTEN AUTHORIZATION OF THE ENGINEER OF RECORD AND BOHLER FOR ALL DEVIATIONS WITHIN ENGINEER'S SCOPE, THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE PAYMENT OF ALL COSTS ASSOCIATED OR CORRELATED TO ANY WORK PERFORMED WHICH DEVIATES FROM THE PLANS, ALL FINES AND/OR PENALTIES ASSESSED WITH RESPECT THERETO AND ALL COMPENSATORY OR PUNITIVE DAMAGES RESULTING THEREFROM AND, FURTHER, MUST DEFEND, INDEMNIFY, PROTECT, AND HOLD HARMLESS THE ENGINEER OF RECORD AND BOHLER PARTIES TO THE FULLEST EXTENT PERMITTED UNDER THE LAW, FOR AND FROM ALL FEES, ATTORNEYS' FEES, DAMAGES, COSTS, JUDGMENTS, CLAIMS, INJURIES, PENALTIES AND THE LIKE RELATED TO SAME.
26. THE CONTRACTOR IS RESPONSIBLE FOR A MAINTAINING AND PROTECTING THE TRAFFIC CONTROL PLAN AND ELEMENTS IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS, FOR ALL WORK THAT AFFECTS PUBLIC TRAVEL EITHER IN THE RIGHT OF WAY OR ON SITE. THE COST FOR THIS ITEM MUST BE INCLUDED IN THE CONTRACTOR'S PRICE AND IS THE CONTRACTOR'S SOLE RESPONSIBILITY.
27. OWNER MUST MAINTAIN AND PRESERVE ALL PHYSICAL SITE FEATURES AND DESIGN FEATURES DEPICTED ON THE PLANS AND RELATED DOCUMENTS IN STRICT ACCORDANCE WITH THE APPROVED PLAN(S) AND DESIGN, AND, FURTHER, THE ENGINEER OF RECORD AND BOHLER ARE NOT RESPONSIBLE FOR ANY FAILURE TO SO MAINTAIN OR PRESERVE SAME. OWNER AGREES TO MAINTAIN AND PRESERVE ALL PHYSICAL SITE FEATURES AND/OR DESIGN FEATURES DEPICTED ON THE PLANS AND RELATED DOCUMENTS, OWNER AGREES TO INDEMNIFY AND HOLD THE ENGINEER OF RECORD AND BOHLER PARTIES, HARMLESS FOR ALL INJURIES, DAMAGES AND COSTS THAT ENGINEER OF RECORD AND BOHLER INCUR AS A RESULT OF SAID FAILURE OR FAILURE TO PRESERVE.
28. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ENSURING THAT ALL CONSTRUCTION ACTIVITIES AND MATERIALS COMPLY WITH AND CONFORM TO APPLICABLE FEDERAL, STATE AND LOCAL RULES AND REGULATIONS, LAWS, ORDINANCES, AND CODES, AND ALL APPLICABLE REQUIREMENTS OF THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, (29 U.S.C. 651 ET SEQ.) AS AMENDED, AND ANY MODIFICATIONS, AMENDMENTS OR REVISIONS TO SAME.
29. THE CONTRACTOR MUST STRICTLY COMPLY WITH THE LATEST OSHA STANDARDS AND REGULATIONS, AND/OR ANY OTHER AGENCY WITH JURISDICTION OVER EXCAVATION AND TRENCHING PROCEDURES. ENGINEER OF RECORD AND BOHLER HAS NO RESPONSIBILITY FOR OR AS RELATED TO EXCAVATION AND TRENCHING PROCEDURES AND WORK.
30. THE CONTRACTOR AND THE OWNER MUST INSTALL ALL ELEMENTS AND COMPONENTS IN STRICT COMPLIANCE WITH AND IN ACCORDANCE WITH MANUFACTURER'S STANDARDS AND RECOMMENDED INSTALLATION CRITERIA AND SPECIFICATIONS. IF THE CONTRACTOR AND/OR OWNER FAIL TO DO SO, THEY AGREE TO JOINTLY AND INDEPENDENTLY, SEPARATELY, COLLECTIVELY, AND SEVERALLY, INDEMNIFY, DEFEND, PROTECT AND HOLD ENGINEER OF RECORD AND BOHLER PARTIES HARMLESS FOR ALL INJURIES AND DAMAGES THAT ENGINEER SUFFERS AND COSTS THAT ENGINEER INCURS AS A RESULT OF SAID FAILURE.
31. THE CONTRACTOR IS RESPONSIBLE TO MAINTAIN AN ON-SITE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) IN COMPLIANCE WITH THE ENVIRONMENTAL PROTECTION AGENCY (EPA) REQUIREMENTS OR LOCAL GOVERNING AGENCY FOR SITES WHERE ONE (1) ACRE OR MORE IS DISTURBED BY CONSTRUCTION ACTIVITIES (UNLESS THE LOCAL JURISDICTION REQUIRES A DIFFERENT THRESHOLD). THE CONTRACTOR MUST ENSURE THAT ALL ACTIVITIES, INCLUDING THOSE OF ALL SUBCONTRACTORS, ARE IN COMPLIANCE WITH THE SWPPP, INCLUDING BUT NOT LIMITED TO LOGGING ACTIVITIES (MINIMUM ONCE PER WEEK AND AFTER RAINFALL EVENTS) AND CORRECTIVE MEASURES, AS APPROPRIATE AND FURTHER, THE CONTRACTOR IS SOLELY AND COMPLETELY RESPONSIBLE FOR FAILING TO DO SO.
32. AS CONTAINED IN THESE DRAWINGS AND ASSOCIATED DOCUMENTS PREPARED BY THE ENGINEER OF RECORD AND BOHLER, THE USE OF THE WORDS 'CERTIFY' OR 'CERTIFICATION' CONSTITUTE(S) AN EXPRESSION ONLY OF PROFESSIONAL OPINION REGARDING THE INFORMATION WHICH IS THE SUBJECT OF THE ENGINEER OF RECORD'S AND BOHLER KNOWLEDGE OR BELIEF AND IN ACCORDANCE WITH COMMON AND ACCEPTED PROCEDURE CONSISTENT WITH THE APPLICABLE STANDARDS OF PRACTICE, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE OF ANY NATURE OR TYPE, EITHER EXPRESSED OR IMPLIED, UNDER ANY CIRCUMSTANCES.

DEMOLITION NOTES

(Rev. 2/2021)

1. THE GENERAL NOTES MUST BE INCLUDED AS PART OF THIS ENTIRE DOCUMENT PACKAGE AND ARE PART OF THE CONTRACT DOCUMENTS. THE GENERAL NOTES ARE REFERENCED HEREIN, AND THE CONTRACTOR MUST REFER TO THEM AND FULLY COMPLY WITH THESE NOTES, IN THEIR ENTIRETY. THE CONTRACTOR MUST BE FAMILIAR WITH AND ACKNOWLEDGE FAMILIARITY WITH ALL OF THE GENERAL NOTES AND ALL OF THE PLANS' SPECIFIC NOTES.
2. CONTRACTOR MUST CONDUCT DEMOLITION/REMOVALS ACTIVITIES IN SUCH A MANNER AS TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, SIDEWALKS, WALKWAYS, AND ALL OTHER ADJACENT FACILITIES. THE CONTRACTOR MUST OBTAIN ALL APPLICABLE PERMITS FROM THE APPROPRIATE GOVERNMENTAL AUTHORITY(IES) PRIOR TO THE COMMENCEMENT OF ANY ROAD OPENING OR DEMOLITION ACTIVITIES IN OR ADJACENT TO THE RIGHT-OF-WAY.
3. WHEN DEMOLITION/RELATED ACTIVITIES IMPACT ROADWAYS AND/OR ROADWAY RIGHT-OF-WAY, THE CONTRACTOR MUST PROVIDE TRAFFIC CONTROL AND GENERALLY ACCEPTED SAFE PRACTICES IN CONFORMANCE WITH THE CURRENT FEDERAL HIGHWAY ADMINISTRATION "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD), AND THE FEDERAL, STATE, AND LOCAL REGULATIONS.
4. THE DEMOLITION (AND/OR REMOVALS) PLAN IS INTENDED TO PROVIDE GENERAL INFORMATION AND TO IDENTIFY ONLY CONDITIONS REGARDING ITEMS TO BE DEMOLISHED, REMOVED, AND/OR TO REMAIN.
   A. THE CONTRACTOR MUST ALSO REVIEW ALL CONSTRUCTION DOCUMENTS AND INCLUDE WITHIN THE DEMOLITION ACTIVITIES ALL INCIDENTAL WORK NECESSARY FOR THE CONSTRUCTION OF THE NEW SITE IMPROVEMENTS.
   B. THIS PLAN IS NOT INTENDED TO AND DOES NOT PROVIDE DIRECTION REGARDING THE MEANS, METHODS, SEQUENCING, TECHNIQUES AND PROCEDURES TO BE EMPLOYED TO ACCOMPLISH THE WORK. ALL MEANS, METHODS, SEQUENCING, TECHNIQUES AND PROCEDURES TO BE USED MUST BE IN STRICT ACCORDANCE AND CONFORMANCE WITH ALL STATE, FEDERAL, LOCAL, AND JURISDICTIONAL REQUIREMENTS. THE CONTRACTOR MUST COMPLY WITH ALL OSHA AND OTHER SAFETY PRECAUTIONS NECESSARY TO PROVIDE A SAFE WORK SITE FOR THE CONTRACTOR'S EMPLOYEES.
5. THE CONTRACTOR MUST PROVIDE ALL "METHODS AND MEANS" NECESSARY TO PREVENT MOVEMENT, SETTLEMENT, OR COLLAPSE OF EXISTING STRUCTURES, UTILITIES, AND ANY OTHER IMPROVEMENTS THAT ARE REMAINING ON OR OFF SITE. THE CONTRACTOR, AT THE CONTRACTOR'S SOLE COST, MUST REPAIR ALL DAMAGE TO ALL ITEMS AND FEATURES THAT ARE TO REMAIN. CONTRACTOR MUST USE NEW MATERIAL FOR ALL REPAIRS. CONTRACTORS REPAIRS MUST INCLUDE THE RESTORATION OF ALL ITEMS AND FEATURES REPAIRED TO THEIR PRE-DEMOLITION CONDITION, OR BETTER. CONTRACTOR MUST PERFORM ALL REPAIRS AT THE CONTRACTOR'S SOLE EXPENSE.
6. ENGINEER OF RECORD AND BOHLER ARE NOT RESPONSIBLE FOR JOB SITE SAFETY OR SUPERVISION. THE CONTRACTOR MUST PROCEED WITH THE DEMOLITION IN A SYSTEMATIC AND SAFE MANNER, COMPLYING WITH ALL OSHA REQUIREMENTS, TO ENSURE PUBLIC AND CONSTRUCTION SAFETY AND PARTICULARLY TO ALL PROPERTY ON THE SITE OR ADJACENT OR NEAR TO THE SAME. THE CONTRACTOR IS RESPONSIBLE FOR JOB SITE SAFETY. WHICH MUST INCLUDE, BUT IS NOT LIMITED TO, THE INSTALLATION AND MAINTENANCE OF BARRICADES, FENCING, OTHER BARRIERS AND/OR NECESSARY SAFETY FEATURES AND ITEMS NECESSARY TO PROTECT THE PUBLIC FROM AREAS OF CONSTRUCTION AND CONSTRUCTION ACTIVITIES. THE CONTRACTOR MUST SATISFACTORILY SECURE ALL NECESSARY TO PERSONNEL AND EQUIPMENT AGAINST THE DANGERS AND HAZARDS OF ALL UNAUTHORIZED PERSONS AT ANY TIME, TO OR NEAR THE DEMOLITION AREA.
7. PRIOR TO THE COMMENCEMENT OF ANY SITE ACTIVITY AND ANY DEMOLITION ACTIVITY, THE CONTRACTOR MUST, IN WRITING, RAISE ANY QUESTIONS CONCERNING THE ACCURACY OR INTENT OF THE PLANS AND/OR SPECIFICATIONS. ALL CONCERNS OR QUESTIONS REGARDING THE APPLICABLE SAFETY STANDARDS AND/OR THE SAFETY OF THE CONTRACTOR AND/OR THIRD PARTIES IN PERFORMING THE WORK ON THIS PROJECT. ANY SUCH CONCERNS MUST BE CONVEYED TO THE ENGINEER OF RECORD AND BOHLER , IN WRITING AND MUST ADDRESS ALL ISSUES AND ITEMS RESPONDED TO BY THE ENGINEER OF RECORD AND BY BOHLER, IN WRITING. ALL DEMOLITION ACTIVITIES MUST BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THESE PLANS AND SPECIFICATIONS AND ALL APPLICABLE LOCA

NOTES:

1) THE FIRM HAS RELIED UPON TITLE COMMITMENT FURNISHED BY CHICAGO TITLE INSURANCE COMPANY TITLE COMMITMENT NUMBER 21-19344CH, SEPTEMBER 20, 2021, AT 5:00PM WHILE AND IN PREPARING THIS SURVEY. THE SURVEYOR IS NOT RESPONSIBLE FOR ANY TITLE EXCEPTIONS NOT DISCLOSED BY THE REFERENCED TITLE COMMITMENT.
2) AREAS COMPUTED BY COORDINATE METHOD.
3) PROPERTY SHOWN HEREON IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS OF RECORD.
4) ALL DISTANCES SHOWN ON SURVEY ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
5) THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY THIS FIRM.
6) RIGHTS-OF-WAY INFORMATION IS BASED ON DEEDS AND MAPS OF RECORD.
7) NC GRID COORDINATES (NAD83) OBTAINED BY USING GPS, PRE THE NCVRS NETWORK.
8) BASIS OF BEARING SHOWN HEREON IS NC GRID (NAD 83 NSRS 2011).
9) VERTICAL DATUM SHOWN HEREON IS NAVD88.
10) THE PROPERTY SHOWN HEREON IS LOCATED IN FLOODZONE "ZONE X", AREA OF MINIMAL FLOODING, PER FLOOD INSURANCE RATE MAP 3720165900K, PANEL 1659 EFFECTIVE DATE JUNE 20, 2018.

TITLE COMMITMENT
CHICAGO TITLE INSURANCE COMPANY
COMMITMENT NUMBER: 21-19344CH
COMMITMENT DATE: SEPTEMBER 20, 2021 AT 5:00PM
SCHEDULE B - SECTION II - EXCEPTIONS

1. ANY DEFECT, LIEN, ENCUMBRANCE,ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE ON WHICH ALL OF THE SCHEDULE B, PART I - REQUIREMENTS ARE MET.
NOT A SURVEY MATTER

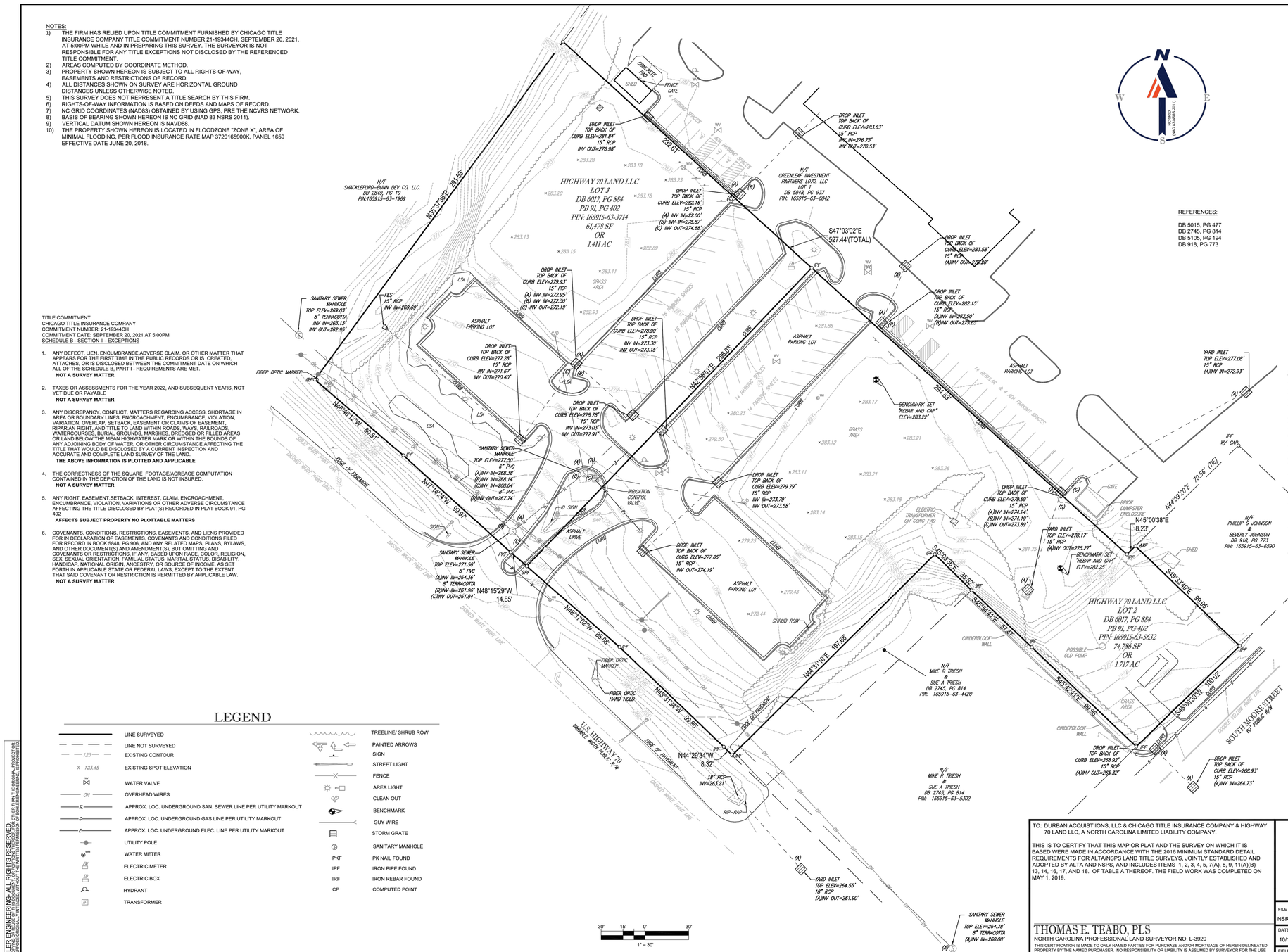
2. TAXES OR ASSESSMENTS FOR THE YEAR 2022, AND SUBSEQUENT YEARS, NOT YET DUE OR PAYABLE.
NOT A SURVEY MATTER

3. ANY DISCREPANCY, CONFLICT, MATTERS REGARDING ACCESS, SHORTAGE IN AREA OR BOUNDARY LINES, ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OVERLAP, SETBACK, EASEMENT OR CLAIMS OF EASEMENT, RIPARIAN RIGHT, AND TITLE TO LAND WITHIN ROADS, WAYS, RAILROADS, WATERCOURSES, BURIAL GROUNDS, MARSHES, DREDGED OR FILLED AREAS OR LAND BELOW THE MEAN HIGHWATER MARK OR WITHIN THE BOUNDS OF ANY ADJOINING BODY OF WATER, OR OTHER CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY A CURRENT INSPECTION AND ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.
THE ABOVE INFORMATION IS PLOTTED AND APPLICABLE

4. THE CORRECTNESS OF THE SQUARE FOOTAGE/ACREAGE COMPUTATION CONTAINED IN THE DEPICTION OF THE LAND IS NOT INSURED.
NOT A SURVEY MATTER

5. ANY RIGHT, EASEMENT,SETBACK, INTEREST, CLAIM, ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATIONS OR OTHER ADVERSE CIRCUMSTANCE AFFECTING THE TITLE DISCLOSED BY PLAT(S) RECORDED IN PLAT BOOK 91, PG 402
AFFECTS SUBJECT PROPERTY NO PLOTTABLE MATTERS

6. COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, AND LIENS PROVIDED FOR IN DECLARATION OF EASEMENTS, COVENANTS AND CONDITIONS FILED FOR RECORD IN BOOK 5848, PG 906, AND ANY RELATED MAPS, PLANS, BYLAWS, AND OTHER DOCUMENT(S) AND AMENDMENT(S), BUT OMITTING AND COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW.
NOT A SURVEY MATTER



LEGEND

- LINE SURVEYED
- LINE NOT SURVEYED
- EXISTING CONTOUR
- EXISTING SPOT ELEVATION
- WATER VALVE
- OVERHEAD WIRES
- APPROX. LOC. UNDERGROUND SAN. SEWER LINE PER UTILITY MARKOUT
- APPROX. LOC. UNDERGROUND GAS LINE PER UTILITY MARKOUT
- APPROX. LOC. UNDERGROUND ELEC. LINE PER UTILITY MARKOUT
- UTILITY POLE
- WATER METER
- ELECTRIC METER
- ELECTRIC BOX
- HYDRANT
- TRANSFORMER
- TREELINE/ SHRUB ROW
- PAINTED ARROWS
- SIGN
- STREET LIGHT
- FENCE
- AREA LIGHT
- CLEAN OUT
- BENCHMARK
- GUY WIRE
- STORM GRATE
- SANITARY MANHOLE
- PK NAIL FOUND
- IRON PIPE FOUND
- IRON REBAR FOUND
- COMPUTED POINT

30' 15' 0' 30'
1" = 30'

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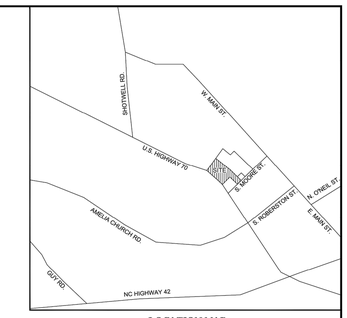


LOCATION MAP
NOT TO SCALE

REFERENCES:

DB 5015, PG 477
DB 2745, PG 814
DB 5105, PG 194
DB 918, PG 773

SURVEYOR CERTIFICATION

I, THOMAS E. TEABO, PLS, HEREBY CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, FROM DEED AND MAP REFERENCES AS NOTED ON SAID MAP; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FROM DEED AND MAP REFERENCES AS NOTED ON SAID MAP.

THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY OF THE SURVEY AS CALCULATED IS 1: 10,000+, THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION OF RECORD; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH TITLE 21, CHAPTER 56, NCAC, AS AMENDED.

I HEREBY CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL GPS SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:

(1) CLASS OF SURVEY: "CLASS A"
(2) POSITIONAL ACCURACY: 0.04'
(3) TYPE OF GPS FIELD PROCEDURE: REAL-TIME KINEMATIC NETWORKS-NCVRS
(4) DATES OF SURVEY: 04/30/19 - 01/22/20
(5) DATUM/EPOCH: NAD 83 (2011) EPOCH 2010.00
(6) PUBLISHED/FIXED-CONTROL USE: NCVRS
(7) GEOID MODEL: 2012 (CONUS)
(8) COMBINED GRID FACTOR(S): 0.999889028
(9) UNITS: US SURVEY FEET

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND AND SEAL THIS 11TH DAY OF OCTOBER A.D., 2021.

PRELIMINARY - NOT FOR RECORDATION, SALES OR CONVEYANCES

SURVEYOR NC L-3920

NORTH CAROLINA PROFESSIONAL SEAL L-3920 LAND SURVEYOR THOMAS E. TEABO

TO: DURBAN ACQUISTIIONS, LLC & CHICAGO TITLE INSURANCE COMPANY & HIGHWAY 70 LAND LLC, A NORTH CAROLINA LIMITED LIABILITY COMPANY.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 7(A), 8, 9, 11(A)(B) 13, 14, 16, 17, AND 18. OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON MAY 1, 2019.

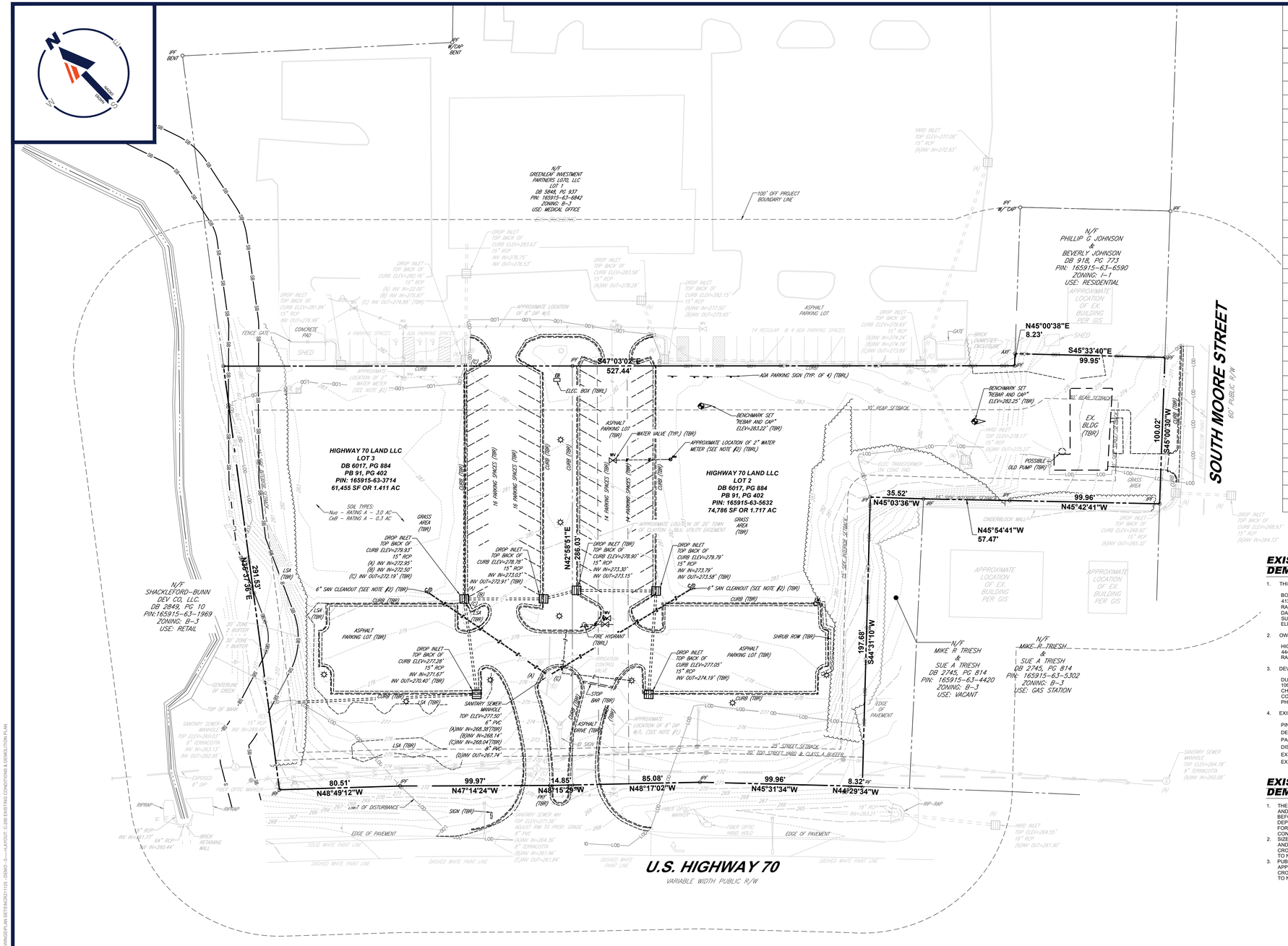
THOMAS E. TEABO, PLS
NORTH CAROLINA PROFESSIONAL LAND SURVEYOR NO. L-3920

THIS CERTIFICATION IS MADE TO ONLY NAMED PARTIES FOR PURCHASE AND/OR MORTGAGE OF HEREIN DELINEATED PROPERTY BY THE NAMED PURCHASER. NO RESPONSIBILITY OR LIABILITY IS ASSUMED BY SURVEYOR FOR THE USE OF SURVEY FOR ANY OTHER PURPOSE INCLUDING, BUT NOT LIMITED TO, USE OF SURVEY AFFIDAVIT, RESALE OF PROPERTY, OR TO ANY OTHER PERSON NOT LISTED IN CERTIFICATION, EITHER DIRECTLY OR INDIRECTLY.

ALTA/NSPS LAND TITLE SURVEY
PROPERTY OF
HIGHWAY 70 LAND, LLC
PINS: 165915-63-3714 & 165915-63-5632
DB 6017, PG 884
TOWN OF CLAYTON
CLAYTON TOWNSHIP
JOHNSTON COUNTY, NORTH CAROLINA
NCBELS: P-1132

BOHLER
4130 PARKLAKE AVENUE, SUITE 130 RALEIGH, NORTH CAROLINA 27612 919.578.9000
www.bohlerengineering.com
■ UPSTATE NEW YORK ■ BOSTON, MASSACHUSETTS ■ NEW YORK METRO (WARREN, NJ) ■ PHILADELPHIA/SOUTHERN NJ ■ LEHIGH VALLEY, PA ■ SOUTHEASTERN PA.
■ BALTIMORE, MD. ■ SOUTHERN MARYLAND ■ NORTHERN VIRGINIA ■ WASHINGTON, DC ■ CENTRAL VIRGINIA ■ CHARLOTTE, NC ■ RALEIGH, NC

FILE NO.	DATE	FIELD DATE	CREW CHIEF	DRAWN	REVIEWED	APPROVED	SCALE	DWG. NO.
NSR182168	10/11/2021	05/01/19	RJ	BPS	JT/TET	TET	1" = 30'	1 OF 1



DEMOLITION / REMOVAL LEGEND

DEMOLITION/REMOVAL NOTE	TYPICAL NOTE TEXT
	EASEMENT LINE
	CONCRETE CURB & GUTTER
	UTILITY POLE WITH LIGHT
	POLE LIGHT
	TRAFFIC LIGHT
	UTILITY POLE
	TYPICAL LIGHT
	ACORN LIGHT
	TYPICAL SIGN
	PARKING COUNTS
TC=94 GR=94	SPOT ELEVATIONS
SAN #	SANITARY LABEL
STM #	STORM LABEL
S	SANITARY SEWER LATERAL
W	UNDERGROUND WATER LINE
E	UNDERGROUND ELECTRIC LINE
G	UNDERGROUND GAS LINE
OH	OVERHEAD WIRE
T	UNDERGROUND TELEPHONE LINE
C	UNDERGROUND CABLE LINE
	STORM SEWER
S	SANITARY SEWER MAIN
	HYDRANT
S	SANITARY MANHOLE
D	STORM MANHOLE
WM	WATER METER
WV	WATER VALVE
	GAS VALVE
	GAS METER
TBR	TO BE REMOVED
TBRL	TO BE RELOCATED

EXISTING CONDITIONS & DEMOLITION PLAN DATA:

1. THIS PLAN REFERENCE DOCUMENTS AND INFORMATION BY:
   BOHLER ENGINEERING NC, PLLC
   4130 PARKLAKE AVENUE, SUITE 130
   RALEIGH, NC 27612
   DATED: 10/11/21
   SURVEY JOB #: NSR182168
   ELEVATIONS: NAD83 (2011)
2. OWNER:
   HIGHWAY 70 LAND LLC
   4441 SIX FORKS ROAD, SUIT 106-140
   RALEIGH, NC 27609
3. DEVELOPER:
   DURBAN DEVELOPMENT
   106 FOSTER AVENUE
   CHARLOTTE, NC 28203
   CONTACT: ZACK HOLLAND
   PHONE: (704) 319-8343
4. EXISTING SITE INFORMATION:

PIN NUMBER:	165915-63-3714 & 165915-63-5632
DEED BOOK/PAGE:	BOOK 6017, PAGE 884
PARCEL ACREAGE:	1.41 AC & 1.71 AC
DISTURBED AREA:	2.98 AC
EXISTING ZONING:	B-3, HIGHWAY BUSINESS
EXISTING LAND USE:	VACANT

EXISTING CONDITIONS & DEMOLITION PLAN NOTES:

1. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING ABOVE AND BELOW GROUND UTILITY STRUCTURES AND LINES BEFORE THE START OF CONSTRUCTION TO VERIFY SIZE, DEPTH, AND LOCATION OF EXISTING UTILITIES ARE ADEQUATE FOR PROPOSED IMPROVEMENTS. CONTRACTOR SHALL CONTACT ENGINEER OF ANY ISSUES THAT ARISE ON SITE.
2. SIZE AND TYPE OF NOTED ABOVE AND UNDERGROUND LINES AND STRUCTURES TAKEN FROM AS-BUILT DRAWINGS BY CROSS ENGINEERING DATED 6-4-02. CONTRACTOR TO REFER TO NOTE #1.
3. PUBLIC UTILITY EASEMENT DEPICTED ON PLANS IS APPROXIMATE AND IS BASED ON AS-BUILT DRAWINGS BY CROSS ENGINEERING DATED 6-4-02. CONTRACTOR TO REFER TO NOTE #1.

30 15 7.5 0 30
1"= 30'

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PROGRAM MANAGEMENT
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STORMWATER DESIGN
PERMITTING SERVICES
TRANSPORTATION SERVICES

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REVISIONS

REV	DATE	COMMENT	DRAWN BY / CHECKED BY
1	8-5-22	TOWN OF CLAYTON COMMENTS	RMG / WES
2	8-29-22	TOWN OF CLAYTON COMMENTS	RMG / WES
3	10-10-22	TOWN OF CLAYTON COMMENTS	RMG / WES

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PROJECT No.: NCR211125
DRAWN BY: RMG
CHECKED BY: WES
DATE: 4-1-22
CAD I.D.: DEMO - 1

PROJECT:

SITE PLAN DOCUMENTS

FOR

PROPOSED DEVELOPMENT
US HWY 70 BUS WEST & S MOORE STREET
CLAYTON, NC 27520
JOHNSTON COUNTY

BOHLER
BOHLER ENGINEERING NC, PLLC
NCBELS P-1132
4130 PARKLAKE AVENUE, SUITE 130
RALEIGH, NC 27612
Phone: (919) 578-9000
NC@BohlerEng.com

NORTH CAROLINA PROFESSIONAL SEAL 051705 ENGINEER WILLIS E. SWARINGEN
10/10/22

SHEET TITLE:

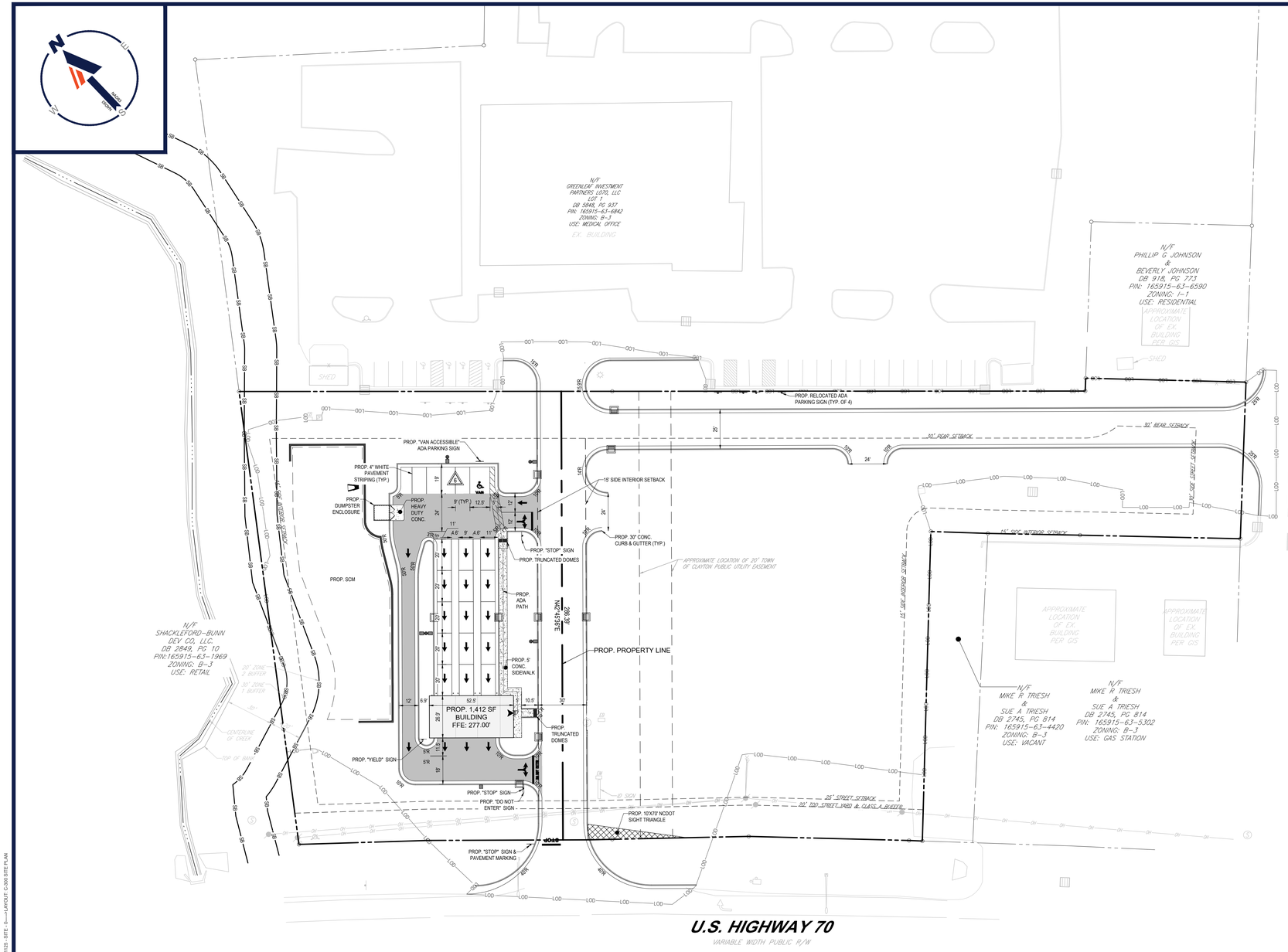
EXISTING CONDITIONS & DEMOLITION PLAN

SHEET NUMBER:

C-200

REVISION 3 - 10-10-22

Oct 10, 2022
H:\2021\NCR211125\CAD\DRAWINGS\PLAN SETS\NCR211125 - DEMO - D-----34.DWG\XT C-200 EXISTING CONDITIONS & DEMOLITION PLAN



SITE PLAN DATA TABLE & NOTES:

1. THIS PLAN REFERENCE DOCUMENTS AND INFORMATION BY:

   BOHLER ENGINEERING NC, PLLC
   4130 PARKLAKE AVENUE, SUITE 130
   RALEIGH, NC 27612
   DATED: 10/11/21
   SURVEY JOB #: NSR182168
   ELEVATIONS: NAD83 (2011)

2. OWNER: HIGHWAY 70 LAND LLC
   4441 SIX FORKS ROAD, SUIT 106-140
   RALEIGH, NC 27609

3. PARCEL: US 70 BUS WEST & S MOORE STREET
   CLAYTON, NC 27520
   JOHNSTON COUNTY

4.	PROJECT NAME:	TAKE 5 OIL CHANGE
5.	ZONING:	B-3
6.	OVERLAY DISTRICT:	THOROUGHFARE OVERLAY DISTRICT (TOD)
7.	PIN:	165915-63-4629 & 165915-63-5632
8.	EXISTING USE:	VACANT
9.	PROPOSED USE:	VEHICLE REPAIR OR SERVICE
10.	PROPOSED PARCEL SIZES:	1.21 AC OR 52,509 SF & 1.92 AC OR 83,732 SF
11.	EXISTING DENSITY:	0
12.	PROPOSED DENSITY:	N/A
13.	EXISTING FLOOR AREA:	0 SF
14.	PROPOSED FLOOR AREA:	1,412 SF
15.	PROPOSED BLDG HEIGHT:	28' - 6 [2. 1-STORY
16.	FLOOR AREA RATIO:	2.69%
17.	BUILDING COVERAGE:	2.69%
18.	DISTURBED AREA:	2.98 AC
19.	SIDE STREET SETBACK:	30'
20.	SIDE INTERIOR SETBACK:	15'
21.	FRONT SETBACK:	25'
22.	REAR SETBACK:	30'

PARKING SUMMARY

23.	REQUIRED:	VEHICLE REPAIR OR SERVICE: 1 SPACE PER 250 SF = 6 SPACES
24.	PROPOSED:	6 SPACES
25.	REQUIRED ADA SPACES:	1 SPACE
26.	PROPOSED ADA SPACES:	1 SPACE
27.	REQUIRED LOADING SPACES:	0 SPACES
28.	PROPOSED LOADING SPACES:	0 SPACES
24.	REQUIRED QUEUING SPACES:	4 SPACES PER LANE
25.	PROPOSED QUEUING SPACES:	5 SPACES PER LANE

SITE IMPERVIOUS AREA TABLE

	PRE-DEVELOPMENT	POST-DEVELOPMENT
SITE AREA	136,242 SF (3.13 AC)	136,242 SF (3.13 AC)
IMPERVIOUS AREA	40,490 SF (0.93 AC)	85,450 SF (1.96 AC)
PERVIOUS AREA	95,752 SF (2.20 AC)	50,792 SF (1.17 AC)
NET DIFFERENCE		44,960 SF INCREASE IN IMPERVIOUS AREA

NORTH ADJACENT PARCEL IMPERVIOUS AREA TABLE

	PRE-DEVELOPMENT	POST-DEVELOPMENT
DISTURBED AREA	3,538 SF (0.08 AC)	3,538 SF (0.08 AC)
IMPERVIOUS AREA	2,278 SF (0.05 AC)	1,801 SF (0.04 AC)
PERVIOUS AREA	1,260 SF (0.03 AC)	1,737 SF (0.04 AC)
NET DIFFERENCE		477 SF DECREASE IN IMPERVIOUS AREA

ROW IMPERVIOUS AREA TABLE

	PRE-DEVELOPMENT	POST-DEVELOPMENT
DISTURBED AREA	7,687 SF (0.18 AC)	7,687 SF (0.18 AC)
IMPERVIOUS AREA	4,166 SF (0.10 AC)	4,215 SF (0.10 AC)
PERVIOUS AREA	3,521 SF (0.08 AC)	3,472 SF (0.08 AC)
NET DIFFERENCE		49 SF INCREASE IN IMPERVIOUS AREA

PAVEMENT LEGEND

- DELINEATES PROPOSED STANDARD DUTY ASPHALT
- DELINEATES PROPOSED HEAVY DUTY ASPHALT
- DELINEATES PROPOSED STANDARD DUTY CONCRETE
- DELINEATES PROPOSED HEAVY DUTY CONCRETE

30 15 7.5 0 30
1"= 30'

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REVISIONS

REV	DATE	COMMENT	DRAWN BY / CHECKED BY
1	8-5-22	TOWN OF CLAYTON COMMENTS	RMG / WES
2	8-29-22	TOWN OF CLAYTON COMMENTS	RMG / WES
3	10-10-22	TOWN OF CLAYTON COMMENTS	RMG / WES

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PROJECT No.:	NCR211125
DRAWN BY:	RMG
CHECKED BY:	WES
DATE:	4-1-22
CAD I.D.:	SITE - 1

PROJECT:

SITE PLAN DOCUMENTS

FOR

PROPOSED DEVELOPMENT

US HWY 70 BUS WEST
& S MOORE STREET
CLAYTON, NC 27520
JOHNSTON COUNTY

BOHLER
BOHLER ENGINEERING NC, PLLC
NCBELS:P-1132
4130 PARKLAKE AVENUE, SUITE 130
RALEIGH, NC 27612
Phone: (919) 578-9000
NC@BohlerEng.com

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 051703 WILLIS E. SWARINGEN
10/10/22

SHEET TITLE:

SITE PLAN

SHEET NUMBER:

C-300

REVISION 3 - 10-10-22

Oct 10, 2022
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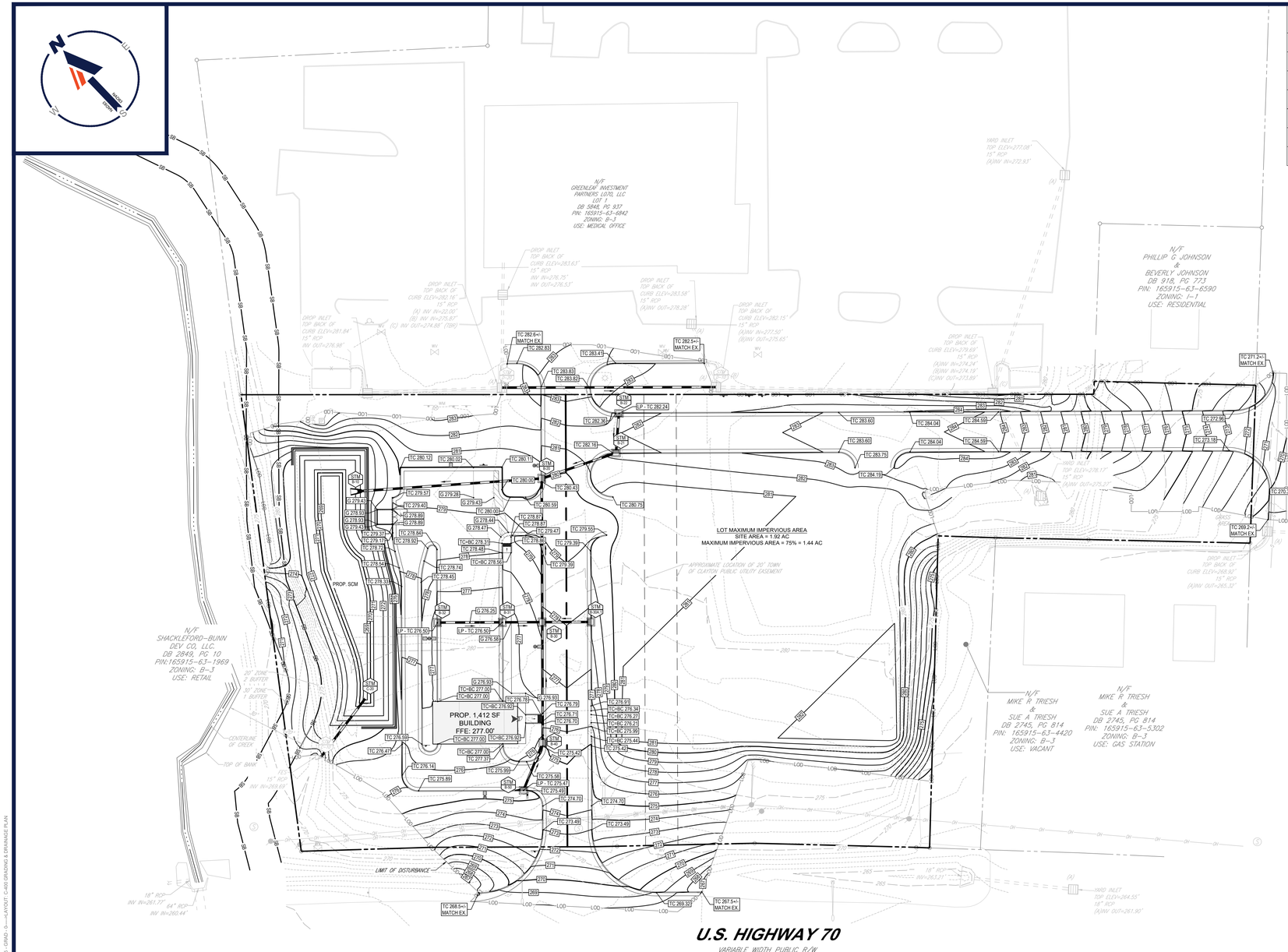

GRADING LEGEND

EXISTING NOTE	TYPICAL NOTE TEXT	PROPOSED NOTE
120 / 125	CONTOUR LINE	120 / 125
TC:184.4 DI 184	SPOT ELEVATIONS	TC:516.00 TC 516.00 BC 515.55
STM #'	STORM LABEL	STM #'
	STORM SEWER	
	YARD INLET	
	CURB INLET	

STORM STRUCTURE SCHEDULE

NAME	TYPE	RIM ELEV. (FT.)	INVERTS
B-10	PROP. FES		INV IN = 271.50' (15")
B-20	PROP. CURB INLET (CLAYTON 633.02)	280.02'	INV IN = 277.02' (15") INV IN = 271.90' (15") INV OUT = 271.80' (15")
B-21	PROP. CURB INLET (CLAYTON 633.02)	281.72'	INV IN = 277.61' (15") INV OUT = 277.51' (15")
B-22	PROP. CURB INLET (CLAYTON 633.02)	282.37'	INV OUT = 277.87' (15")
B-30	PROP. CURB INLET (CLAYTON 633.02)	277.75'	INV IN = 274.43' (15") INV IN = 272.25' (15") INV IN = 272.18' (15") INV OUT = 272.08' (15")
B-30A.1	PROP. CURB INLET (CLAYTON 633.02)	277.75'	INV OUT = 274.73' (15")
B-31	PROP. CURB INLET (CLAYTON 633.02)	276.00'	INV IN = 272.60' (15") INV OUT = 272.50' (15")
B-32	PROP. CURB INLET (CLAYTON 633.02)	276.00'	INV OUT = 273.00' (15")
B-40	PROP. CURB INLET (CLAYTON 633.02)	275.11'	INV IN = 272.44' (15") INV OUT = 272.34' (15")
B-50	PROP. CURB INLET (CLAYTON 633.02)	274.97'	INV OUT = 272.50' (15")
C-10	EX. FES		INV IN = 269.69' (15")
C-20	PROP. OUTLET STRUCTURE		INV OUT = 270.15' (15")
D-10	EX. CURB INLET	282.15'	INV IN = 275.65' (15")
D-20	EX. CURB INLET	282.16'	INV OUT = 275.87' (15")

STORM SEWER PIPE SCHEDULE

FROM	FROM INV	TO	TO INV	PIPE LENGTH	SLOPE (%)	DIAMETER (IN.)	MATERIAL
B-10	271.50'	B-20	271.80'	118.46'	0.25%	15"	HDPE
B-20	271.90'	B-30	272.08'	91.00'	0.20%	15"	HDPE
B-20	277.02'	B-21	277.51'	48.70'	1.00%	15"	HDPE
B-21	277.61'	B-22	277.87'	25.57'	1.00%	15"	HDPE
B-30	274.43'	B-30A.1	274.73'	30.00'	1.00%	15"	HDPE
B-30	272.25'	B-31	272.50'	24.69'	1.00%	15"	HDPE
B-30	272.18'	B-40	272.34'	76.42'	0.20%	15"	HDPE
B-31	272.60'	B-32	273.00'	40.17'	1.00%	15"	HDPE
B-40	272.44'	B-50	272.50'	32.31'	0.20%	15"	HDPE
C-10	269.69'	C-20	270.15'	46.10'	1.00%	15"	HDPE
D-10	275.65'	D-20	275.87'	132.44'	0.17%	15"	HDPE

30 15 7.5 0 30
1"= 30'

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REV	DATE	COMMENT	DRAWN BY / CHECKED BY
1	8-5-22	TOWN OF CLAYTON COMMENTS	RMG / WES
2	8-29-22	TOWN OF CLAYTON COMMENTS	RMG / WES
3	10-10-22	TOWN OF CLAYTON COMMENTS	RMG / WES

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PROJECT NO.: NCR211125
DRAWN BY: RMG
CHECKED BY: WES
DATE: 4-1-22
CAD I.D.: GRAD - 1

PROJECT:

SITE PLAN DOCUMENTS

FOR

PROPOSED DEVELOPMENT
US HWY 70 BUS WEST
& S MOORE STREET
CLAYTON, NC 27520
JOHNSTON COUNTY

BOHLER
BOHLER ENGINEERING NC, PLLC
NCBELS P-1102
4130 PARKLAKE AVENUE, SUITE 130
RALEIGH, NC 27612
Phone: (919) 578-9000
NC@BohlerEng.com

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 054703 LISA E. SWARINGEN 10/10/22

SHEET TITLE:

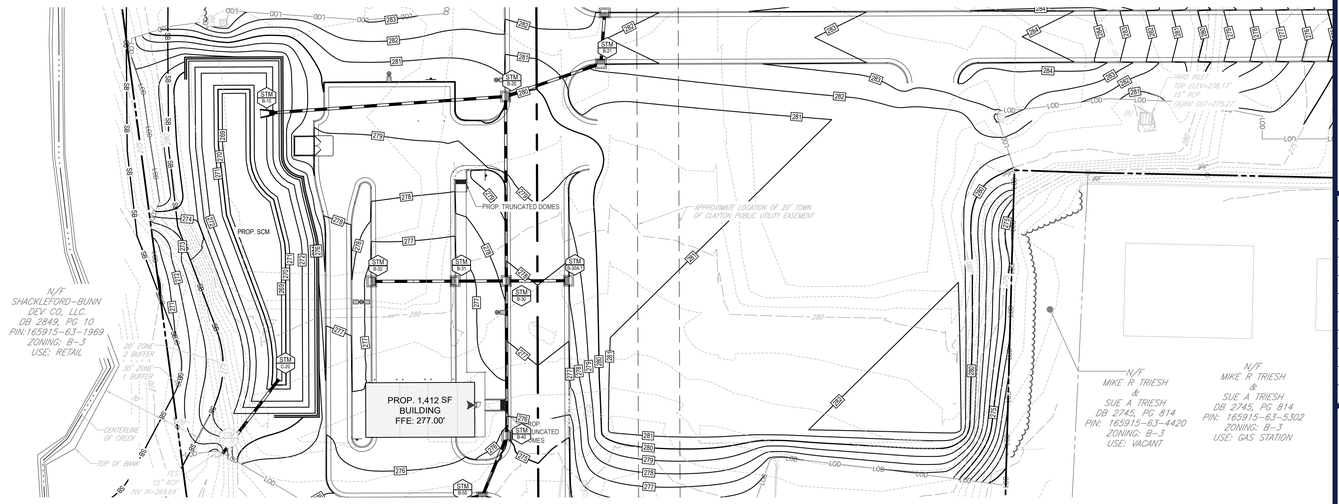
GRADING & DRAINAGE PLAN

SHEET NUMBER:

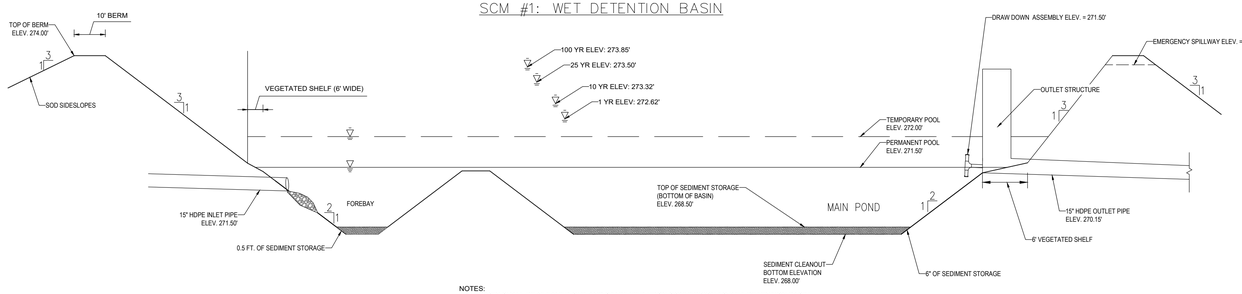
C-400

REVISION 3 - 10-10-22

Oct 19, 2022
H:\2021\NCR211125\CAD\DRAWINGS\PLAN SET\NCR211125 - GRAD - 3----CLAYTON\T. C-400 GRADING & DRAINAGE PLAN



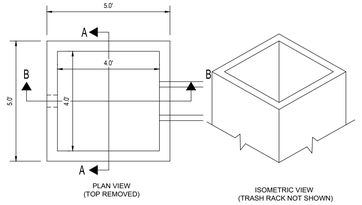
SCM #1: WET DETENTION BASIN

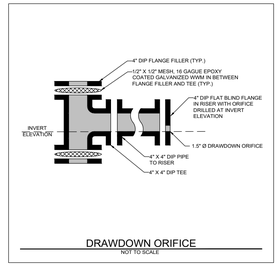


NOTES:
1. BASIN SHALL BE CLEANED OUT AND STABILIZED UPON CONVERSION TO WET DETENTION BASIN

WET DETENTION BASIN CROSS SECTION

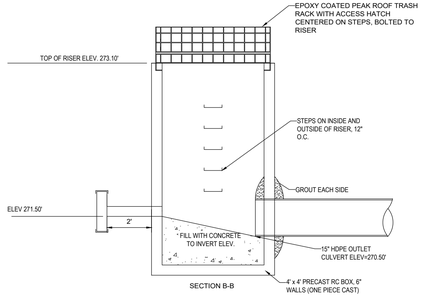
NOT TO SCALE





DRAWDOWN ORIFICE

NOT TO SCALE



SECTION B-B

NOT TO SCALE

NOTES:
1. RISER TO BE PRE-CAST CONCRETE STRUCTURE. CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR APPROVAL.
2. AT THE CONCLUSION OF THE PROJECT ALL SCMS INSTALLED ON-SITE MUST BE CERTIFIED BY A DESIGN PROFESSIONAL AND THE TOWN OF GARNER ENGINEERING DEPARTMENT MUST RECEIVE ALL AS-BUILT DRAWINGS PRIOR TO RECEIVING THE CERTIFICATE OF OCCUPANCY.

Oct 10, 2022
H:\2021\NCR211125\CAD\DRAWINGS\PLAN SET\NCR211125 - GRAD - 0 — LAYOUT C-401 SCM PLAN

BOHLER
BOHLER ENGINEERING NC, PLLC
SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
SUSTAINABLE DESIGN
PERMITTING SERVICES
TRANSPORTATION SERVICES

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REVISIONS

REV	DATE	COMMENT	DRAWN BY / CHECKED BY
1	8-5-22	TOWN OF CLAYTON COMMENTS	RMG / WES
2	8-29-22	TOWN OF CLAYTON COMMENTS	RMG / WES
3	10-10-22	TOWN OF CLAYTON COMMENTS	RMG / WES

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ISSUED FOR MUNICIPAL & AGENCY REVIEW & APPROVAL

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PROJECT No.: NCR211125
DRAWN BY: RMG
CHECKED BY: WES
DATE: 4-1-22
CAD I.D.: GRAD - 1

PROJECT:

SITE PLAN DOCUMENTS

FOR

PROPOSED DEVELOPMENT

US HWY 70 BUS WEST
& S MOORE STREET
CLAYTON, NC 27520
JOHNSTON COUNTY

BOHLER
BOHLER ENGINEERING NC, PLLC
NCBELS:P-1132
4130 PARKLAKE AVENUE, SUITE 130
RALEIGH, NC 27612
Phone: (919) 578-9000
NC@BohlerEng.com

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 051703 LUIS E. SWARNO
10/10/22

SHEET TITLE:

SCM PLAN

SHEET NUMBER:

C-401

REVISION 3 - 10-10-22

SANITARY STRUCTURE SCHEDULE

NAME	TYPE	RIM ELEV. (FT.)	INVERTS
A-10A.1	PROP. STUB OUT	278.99'	INV OUT = 270.77' (6")
A-20	PROP. TRAFFIC RATED CLEANOUT	276.39'	INV IN = 271.85' (4") INV OUT = 270.92' (4")
A-30	PROP. BUILDING CONNECTION	277.00'	INV OUT = 273.00' (4")
EX-10	EX. SAN MH	275.88'	INV IN = 269.74' (4") INV IN = 269.74' (6") INV OUT = 267.74' (8")

SANITARY PIPE SCHEDULE

FROM	FROM INV	TO	TO INV	PIPE LENGTH	SLOPE (%)	DIAMETER (IN.)	MATERIAL
A-20	271.85'	A-30	273.00'	23.00'	5.00%	4"	PVC
EX-10	269.74'	A-10A.1	270.77'	20.52'	5.00%	6"	PVC
EX-10	269.74'	A-20	270.92'	23.60'	5.00%	4"	PVC

UTILITY LEGEND

EXISTING NOTE	TYPICAL NOTE TEXT	PROPOSED NOTE
SAN #	SANITARY LABEL	SAN #
W	UNDERGROUND WATER LINE	W
E	UNDERGROUND ELECTRIC LINE	E
G	UNDERGROUND GAS LINE	G
OH	OVERHEAD WIRE	OH
	STORM SEWER	
S	SANITARY SEWER	S
	HYDRANT	
WM	WATER METER	
WV	WATER VALVE	
	YARD INLET	
	CURB INLET	
	CLEAN OUT	
EB	ELECTRIC BOX	EB

UTILITY PLAN NOTES:

1. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING ABOVE AND BELOW GROUND UTILITY STRUCTURES AND LINES BEFORE THE START OF CONSTRUCTION TO VERIFY SIZE, DEPTH, AND LOCATION OF EXISTING UTILITIES ARE ADEQUATE FOR PROPOSED IMPROVEMENTS. CONTRACTOR SHALL CONTACT ENGINEER OF ANY ISSUES THAT ARISE ON SITE.
2. SIZE AND TYPE OF NOTED ABOVE AND UNDERGROUND LINES AND STRUCTURES TAKEN FROM AS-BUILT DRAWINGS BY CROSS ENGINEERING DATED 6-4-02. CONTRACTOR TO REFER TO NOTE #1.
3. EXISTING IRRIGATION STRUCTURES AND CORRESPONDING LINES SHOWN ON PROPOSED UTILITY PLAN TO REMAIN AND STRUCTURE TO BE RAISED/LOWERED TO PROPOSED GRADE AS NEEDED. CONTRACTOR TO REFER TO NOTE #1.

N/F
GREENLEAF INVESTMENT PARTNERS, LOTO, LLC
LOT 1
DB 5848, PG 937
PIN: 165915-63-6842
ZONING: B-3
USE: MEDICAL OFFICE

N/F
PHILLIP G JOHNSON
&
BEVERLY JOHNSON
DB 918, PG 773
PIN: 165915-63-8590
ZONING: I-1
USE: RESIDENTIAL

N/F
SHACKLEFORD-BUNN DEV CO, LLC.
DB 2849, PG 10
PIN:165915-63-1969
ZONING: B-3
USE: RETAIL

N/F
MIKE R TRIESH
&
SUE A TRIESH
DB 2745, PG 814
PIN: 165915-63-4420
ZONING: B-3
USE: VACANT

N/F
MIKE R TRIESH
&
SUE A TRIESH
DB 2745, PG 814
PIN: 165915-63-5302
ZONING: B-3
USE: GAS STATION

SOUTH MOORE STREET
60' PUBLIC R/W

U.S. HIGHWAY 70
VARIABLE WIDTH PUBLIC R/W

PROP. 8"X1" SADDLE AND VALVE
APPROXIMATE LOCATION OF 8" DIP W/L
PROP. RELOCATED ELEC. BOX & SERVICE
APPROXIMATE LOCATION OF 1" WATER METER (SEE NOTE #2)
PROP. (1)1" WATER METER
PROP. 1" AMES RP 4000B LF BACKFLOW IN HEATED ENCLOUSRE OR APPROVED EQUIVALENT
PROP. 2" AMES RP 4000B LF BACKFLOW IN HEATED ENCLOUSRE OR APPROVED EQUIVALENT
PROP. 1" PVC IRRIGATION W/L
PROP. 2" TYPE K COPPER DOMESTIC W/L
PROP. SCM
PROP. 1,412 SF BUILDING FFE: 277.00'
PROP. ELEC. TO BACKFLOW PREVENTORS
PROP. ELEC.
PROP. 10' ELEC. EASEMENT
PROP. 8" DIP FIRE W/L
PROP. RELOCATED FIRE HYDRANT & VALVE
PROP. 8"X2" TAPPING SLEEVE & VALVE
PROP. RELOCATED 2" WATER METER
PROP. W/L CAP
PROP. WATER VALVE (TYP.)
PROP. 8"X8" CUT IN TEE
APPROXIMATE LOCATION OF 20' TOWN OF CLAYTON PUBLIC UTILITY EASEMENT
IRRIGATION CONTROL VALVE
APPROXIMATE LOCATION OF 8" DIP W/L (SEE NOTE #1)
ELEC TRANSFORMER ON CONC PAD
FIBER OPTIC MARKER
FIBER OPTIC HAND HOLD
EXPOSED 8" DIP
FIBER OPTIC MARKER
SANITARY SEWER MANHOLE TOP ELEV=269.03' 8" TERRACOTTA INV IN=263.13' INV OUT=262.99'
SANITARY SEWER MH TOP ELEV=271.56' ADJUST RIM TO PROP. GRADE 8" PVC (I)INV IN=264.16' 8" TERRACOTTA (E)INV IN=263.96' (O)INV OUT=261.84'
SANITARY SEWER MANHOLE TOP ELEV=264.78' 8" TERRACOTTA (I)INV IN=260.08' (A)
18" RCP INV IN=261.77' 64" RCP INV IN=260.44'
CENTERLINE OF CREEK
TOP OF BANK
20' ZONE 2 BUFFER
30' ZONE 1 BUFFER
50' RIPARIAN BUFFER
10' REAR SETBACK
10' REAR SETBACK
14' SIDE INTERIOR SETBACK
14' SIDE INTERIOR SETBACK
14' SIDE OUTDOOR SETBACK
25' STREET SETBACK
20' TOP STREET YARD & CLASS A BUFFER
SAN A-30
SAN A-20
SAN EX-10

30 15 7.5 0 30
1"= 30'

Oct 19, 2022
H:\2021\NCR211125\CAD\DRAWINGS\PLAN SETS\NCR211125 - UTIL - 0----LAYOUT C-500 UTILITY PLAN

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SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
ELECTRICAL ENGINEERING
PERMITTING SERVICES
TRANSPORTATION SERVICES

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PROJECT No.: NCR211125
DRAWN BY: RMG
CHECKED BY: WES
DATE: 4-1-22
CAD I.D.: UTIL - 1

PROJECT:

SITE PLAN DOCUMENTS

FOR

PROPOSED DEVELOPMENT

US HWY 70 BUS WEST
& S MOORE STREET
CLAYTON, NC 27520
JOHNSTON COUNTY

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BOHLER ENGINEERING NC, PLLC
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4130 PARKLAKE AVENUE, SUITE 130
RALEIGH, NC 27612
Phone: (919) 578-9000
NC@BohlerEng.com

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 051703 WILLIS E. SWARTWOOD
10/10/22

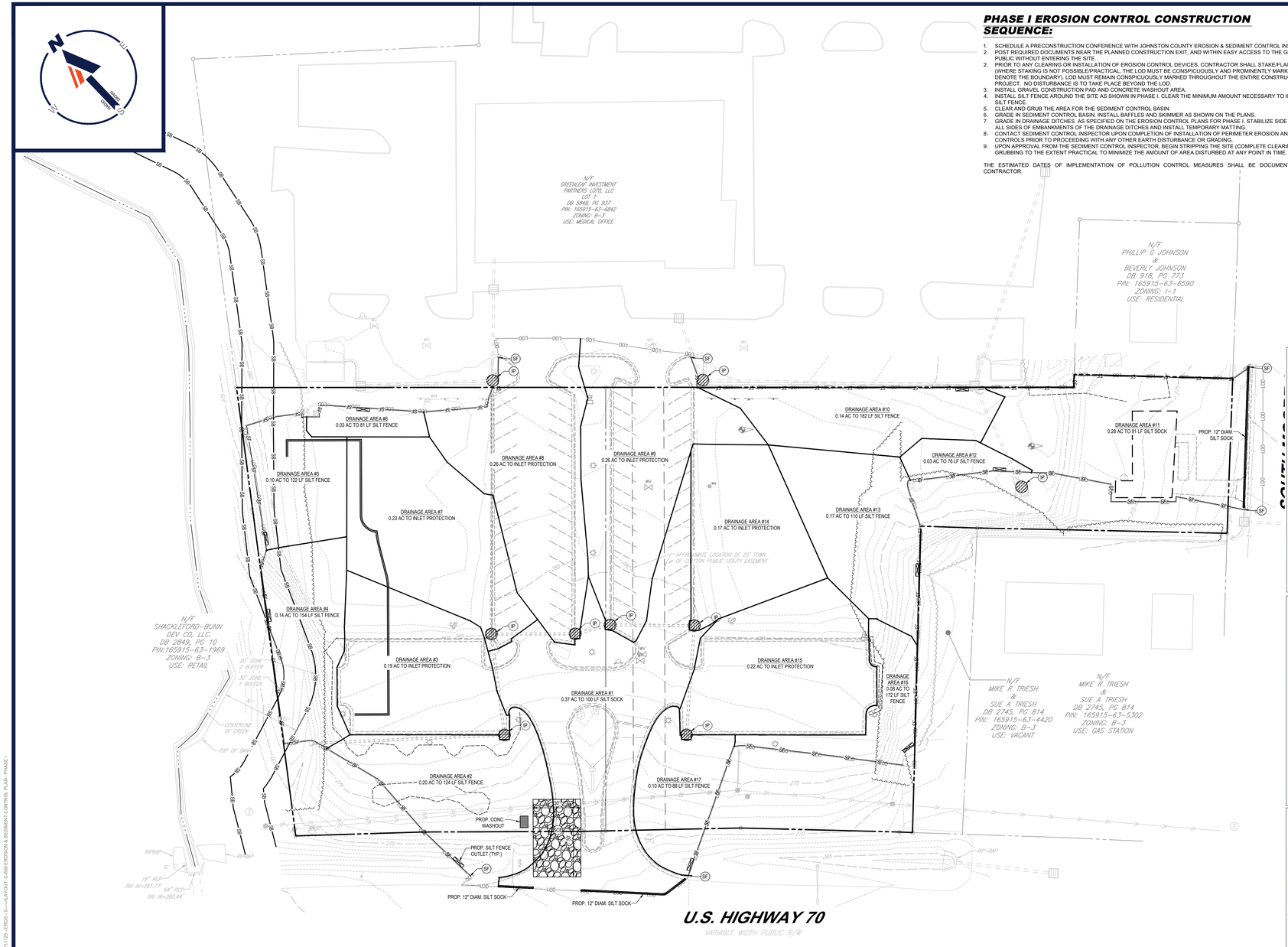
SHEET TITLE:

UTILITY PLAN

SHEET NUMBER:

C-500

REVISION 3 - 10-10-22



PHASE I EROSION CONTROL CONSTRUCTION SEQUENCE:

1. SCHEDULE A PRECONSTRUCTION CONFERENCE WITH JOHNSTON COUNTY EROSION & SEDIMENT CONTROL INSPECTOR.
2. POST REQUIRED DOCUMENTS NEAR THE PLANNED CONSTRUCTION EXIT, AND WITHIN EASY ACCESS TO THE GENERAL PUBLIC WITHOUT ENTERING THE SITE.
2. PRIOR TO ANY CLEARING OR INSTALLATION OF EROSION CONTROL DEVICES, CONTRACTOR SHALL STAKE/FLAG THE LOD (WHERE STAKING IS NOT POSSIBLE/PRACTICAL, THE LOD MUST BE CONSPICUOUSLY AND PROMINENTLY MARKED TO DENOTE THE BOUNDARY). LOD MUST REMAIN CONSPICUOUSLY MARKED THROUGHOUT THE ENTIRE CONSTRUCTION PROJECT. NO DISTURBANCE IS TO TAKE PLACE BEYOND THE LOD.
3. INSTALL GRAVEL CONSTRUCTION PAD AND CONCRETE WASHOUT AREA.
4. INSTALL SILT FENCE AROUND THE SITE AS SHOWN IN PHASE I. CLEAR THE MINIMUM AMOUNT NECESSARY TO INSTALL THE SILT FENCE.
5. CLEAR AND GRUB THE AREA FOR THE SEDIMENT CONTROL BASIN.
6. GRADE IN SEDIMENT CONTROL BASIN. INSTALL BAFFLES AND SKIMMER AS SHOWN ON THE PLANS.
7. GRADE IN DRAINAGE DITCHES AS SPECIFIED ON THE EROSION CONTROL PLANS FOR PHASE I. STABILIZE SIDE SLOPES AND ALL SIDES OF EMBANKMENTS OF THE DRAINAGE DITCHES AND INSTALL TEMPORARY MATTING.
8. CONTACT SEDIMENT CONTROL INSPECTOR UPON COMPLETION OF INSTALLATION OF PERIMETER EROSION AND SEDIMENT CONTROLS PRIOR TO PROCEEDING WITH ANY OTHER EARTH DISTURBANCE OR GRADING.
9. UPON APPROVAL FROM THE SEDIMENT CONTROL INSPECTOR, BEGIN STRIPPING THE SITE (COMPLETE CLEARING AND GRUBBING TO THE EXTENT PRACTICAL TO MINIMIZE THE AMOUNT OF AREA DISTURBED AT ANY POINT IN TIME.

THE ESTIMATED DATES OF IMPLEMENTATION OF POLLUTION CONTROL MEASURES SHALL BE DOCUMENTED BY THE CONTRACTOR.

EROSION CONTROL LEGEND

- SF — SF — SF — SILT FENCE
- LOD — LOD — LOD — LIMITS OF DISTURBANCE
- PROP. CONST. ENTRANCE
- INLET PROTECTION
- PROP. SILT SOCK
- PROP. SILT FENCE OUTLET

NPDES Stormwater Discharge Permit for Construction Activities (NCDQ1) — NCDEMR/Division of Energy, Mineral and Land Resources

STABILIZATION TIMEFRAMES
(Effective Aug. 3, 2011)

Site Area Description	Stabilization	Timeframe Exceptions
Perimeter dikes, swales, ditches, slopes	7 days	None
High Quality Water (HQW) Zones	7 days	None
Slopes steeper than 3:1	7 days	If slopes are 10' or less in length and are not steeper than 2:1, 14 days are allowed.
Slopes 3:1 or flatter	14 days	7 days for slopes greater than 50' in length.
All other areas with slopes flatter than 4:1	14 days	None, except for perimeters and HQW Zones.

Seeding mixture

Species	Rate (lb/acre)
Rye (grain)	120
Annual lespedeza (Kobe in Piedmont and Coastal Plain, Korean in Mountains)	50

Omit annual lespedeza when duration of temporary cover is not to extend beyond June.

Seeding dates
Mountains—Above 2500 feet: Feb. 15 - May 15
Below 2500 feet: Feb. 1- May 1
Piedmont—Jan. 1 - May 1
Coastal Plain—Dec. 1 - Apr. 15

Soil amendments
Follow recommendations of soil tests or apply 2,000 lb/acre ground agricultural limestone and 750 lb/acre 10-10-10 fertilizer.

Mulch
Apply 4,000 lb/acre straw. Anchor straw by tacking with asphalt, netting, or a mulch anchoring tool. A disk with blades set nearly straight can be used as a mulch anchoring tool.

Maintenance
Refertilize if growth is not fully adequate. Reseed, refertilize and mulch immediately following erosion or other damage.

Seeding mixture

Species	Rate (lb/acre)
German millet	40

In the Piedmont and Mountains, a small-stemmed Sudangrass may be substituted at a rate of 50 lb/acre.

Seeding dates
Mountains—May 15 - Aug. 15
Piedmont—May 1 - Aug. 15
Coastal Plain—Apr. 15 - Aug. 15

Soil amendments
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Maintenance
Refertilize if growth is not fully adequate. Reseed, refertilize and mulch immediately following erosion or other damage.

Seeding mixture

Species	Rate (lb/acre)
Rye (grain)	120

Seeding dates
Mountains—Aug. 15 - Dec. 15
Coastal Plain and Piedmont—Aug. 15 - Dec. 30

Soil amendments
Follow soil tests or apply 2,000 lb/acre ground agricultural limestone and 1,000 lb/acre 10-10-10 fertilizer.

Mulch
Apply 4,000 lb/acre straw. Anchor straw by tacking with asphalt, netting, or a mulch anchoring tool. A disk with blades set nearly straight can be used as a mulch anchoring tool.

Maintenance
Repair and refertilize damaged areas immediately. Topdress with 50 lb/acre of nitrogen in March. If it is necessary to extent temporary cover beyond June 15, overseed with 50 lb/acre Kobe (Piedmont and Coastal Plain) or Korean (Mountains) lespedeza in late February or early March.

30 15 7.5 0 30
1"= 30'

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REVISIONS

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PROJECT No.: NCR211125
DRAWN BY: RMG
CHECKED BY: WES
DATE: 4-1-22
CAD I.D.: EROS - 1

PROJECT:
SITE PLAN DOCUMENTS
FOR
PROPOSED DEVELOPMENT
US HWY 70 BUS WEST & S MOORE STREET
CLAYTON, NC 27520
JOHNSTON COUNTY

BOHLER
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4130 PARKLAKE AVENUE, SUITE 130
RALEIGH, NC 27612
Phone: (919) 578-9000
NC@BohlerEng.com

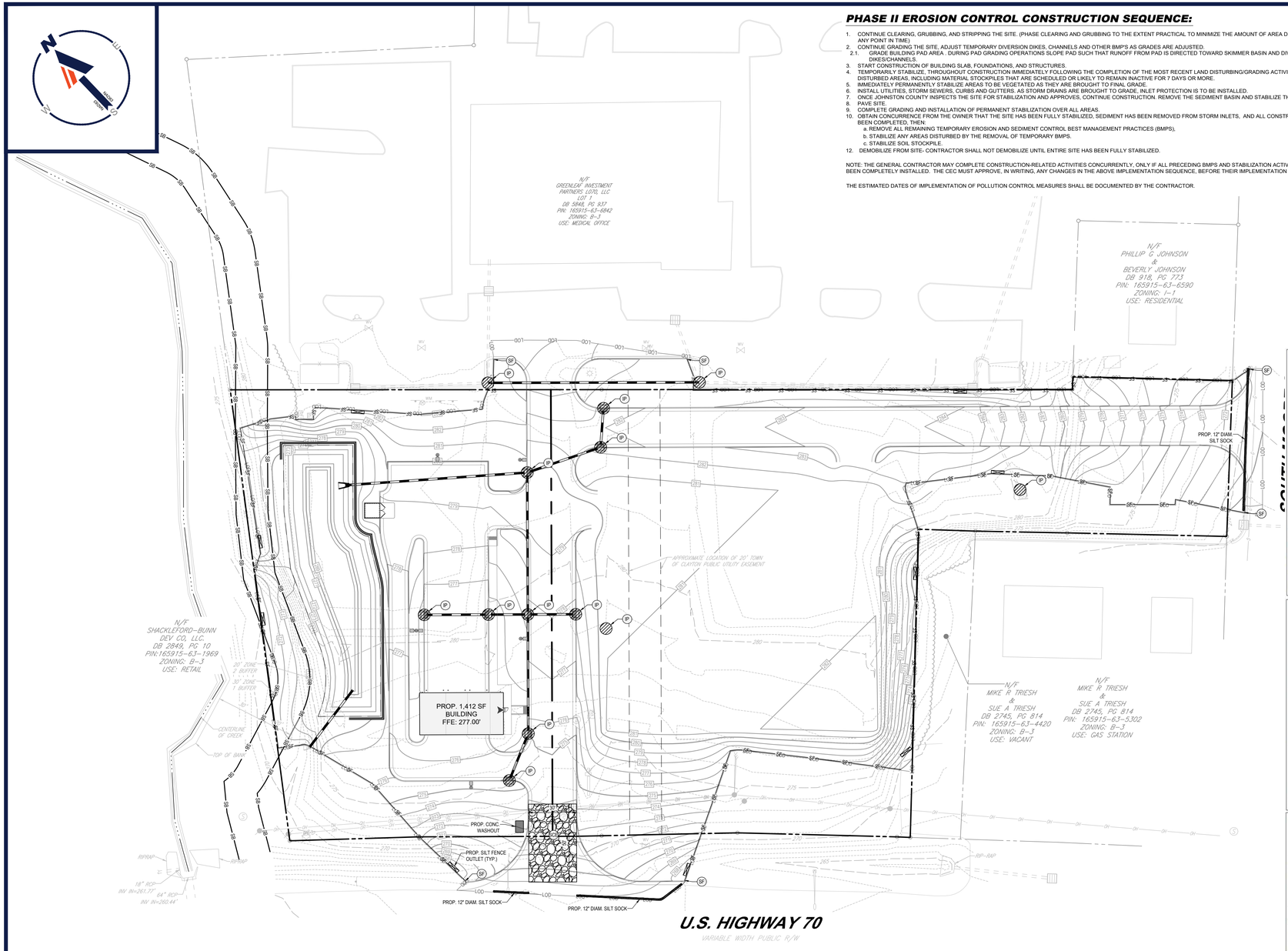
NORTH CAROLINA PROFESSIONAL SEAL 051705 ENGINEER WILLIS E. SWARINGEN
10/10/22

SHEET TITLE:
EROSION & SEDIMENT CONTROL PLAN - PHASE I

SHEET NUMBER:
C-600

REVISION 3 - 10-10-22

Oct 10, 2022
H:\2021\NCR211125\CAD\DRAWINGS\PLAN SETS\NCR211125 - EROS - 0----ASLAYOUT C-600 EROSION & SEDIMENT CONTROL PLAN - PHASE I



PHASE II EROSION CONTROL CONSTRUCTION SEQUENCE:

1. CONTINUE CLEARING, GRUBBING, AND STRIPPING THE SITE. (PHASE CLEARING AND GRUBBING TO THE EXTENT PRACTICAL TO MINIMIZE THE AMOUNT OF AREA DISTURBED AT ANY POINT IN TIME)
2. CONTINUE GRADING THE SITE, ADJUST TEMPORARY DIVERSION DIKES, CHANNELS AND OTHER BMP'S AS GRADES ARE ADJUSTED.
   2.1. GRADE BUILDING PAD AREA . DURING PAD GRADING OPERATIONS SLOPE PAD SUCH THAT RUNOFF FROM PAD IS DIRECTED TOWARD SKIMMER BASIN AND DIVERSION DIKES/CHANNELS.
3. START CONSTRUCTION OF BUILDING SLAB, FOUNDATIONS, AND STRUCTURES.
4. TEMPORARILY STABILIZE, THROUGHOUT CONSTRUCTION IMMEDIATELY FOLLOWING THE COMPLETION OF THE MOST RECENT LAND DISTURBING/GRADING ACTIVITY, ANY DISTURBED AREAS, INCLUDING MATERIAL STOCKPILES THAT ARE SCHEDULED OR LIKELY TO REMAIN INACTIVE FOR 7 DAYS OR MORE.
5. IMMEDIATELY PERMANENTLY STABILIZE AREAS TO BE VEGETATED AS THEY ARE BROUGHT TO FINAL GRADE.
6. INSTALL UTILITIES, STORM SEWERS, CURBS AND GUTTERS. AS STORM DRAINS ARE BROUGHT TO GRADE, INLET PROTECTION IS TO BE INSTALLED.
7. ONCE JOHNSTON COUNTY INSPECTS THE SITE FOR STABILIZATION AND APPROVES, CONTINUE CONSTRUCTION. REMOVE THE SEDIMENT BASIN AND STABILIZE THE AREA.
8. PAVE SITE.
9. COMPLETE GRADING AND INSTALLATION OF PERMANENT STABILIZATION OVER ALL AREAS.
10. OBTAIN CONCURRENCE FROM THE OWNER THAT THE SITE HAS BEEN FULLY STABILIZED, SEDIMENT HAS BEEN REMOVED FROM STORM INLETS, AND ALL CONSTRUCTION HAS BEEN COMPLETED. THEN:
    a. REMOVE ALL REMAINING TEMPORARY EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES (BMPS).
    b. STABILIZE ANY AREAS DISTURBED BY THE REMOVAL OF TEMPORARY BMPS.
    c. STABILIZE SOIL STOCKPILE.
12. DEMOBILIZE FROM SITE- CONTRACTOR SHALL NOT DEMOBILIZE UNTIL ENTIRE SITE HAS BEEN FULLY STABILIZED.

NOTE: THE GENERAL CONTRACTOR MAY COMPLETE CONSTRUCTION-RELATED ACTIVITIES CONCURRENTLY, ONLY IF ALL PRECEDING BMPS AND STABILIZATION ACTIVITIES HAVE BEEN COMPLETELY INSTALLED. THE CEC MUST APPROVE, IN WRITING, ANY CHANGES IN THE ABOVE IMPLEMENTATION SEQUENCE, BEFORE THEIR IMPLEMENTATION BEGINS.

THE ESTIMATED DATES OF IMPLEMENTATION OF POLLUTION CONTROL MEASURES SHALL BE DOCUMENTED BY THE CONTRACTOR.

EROSION CONTROL LEGEND

- SILT FENCE
- LIMITS OF DISTURBANCE
- PROP. CONST. ENTRANCE
- INLET PROTECTION
- PROP. SILT SOCK
- PROP. SILT FENCE OUTLET

NPDES Stormwater Discharge Permit for Construction Activities (NCDOT) — NCDEMR/Division of Energy, Mineral and Land Resources

STABILIZATION TIMEFRAMES
(Effective Aug. 3, 2011)

Site Area Description	Stabilization	Timeframe Exceptions
Perimeter dikes, swales, ditches, slopes	7 days	None
High Quality Water (HQW) Zones	7 days	None
Slopes steeper than 3:1	7 days	If slopes are 10' or less in length and are not steeper than 2:1, 14 days are allowed.
Slopes 3:1 or flatter	14 days	7 days for slopes greater than 50' in length.
All other areas with slopes flatter than 4:1	14 days	None, except for perimeters and HQW Zones.

Seeding mixture

Species	Rate (lb/acre)
Rye (grain)	120
Annual lespedeza (Kobe in Piedmont and Coastal Plain, Korean in Mountains)	50

Omit annual lespedeza when duration of temporary cover is not to extend beyond June.

Seeding dates
Mountains—Above 2500 feet: Feb. 15 - May 15
Below 2500 feet: Feb. 1- May 1
Piedmont—Jan. 1 - May 1
Coastal Plain—Dec. 1 - Apr. 15

Soil amendments
Follow recommendations of soil tests or apply 2,000 lb/acre ground agricultural limestone and 750 lb/acre 10-10-10 fertilizer.

Mulch
Apply 4,000 lb/acre straw. Anchor straw by tacking with asphalt, netting, or a mulch anchoring tool. A disk with blades set nearly straight can be used as a mulch anchoring tool.

Maintenance
Refertilize if growth is not fully adequate. Reseed, refertilize and mulch immediately following erosion or other damage.

Seeding mixture

Species	Rate (lb/acre)
German millet	40

In the Piedmont and Mountains, a small-stemmed Sudangrass may be substituted at a rate of 50 lb/acre.

Seeding dates
Mountains—May 15 - Aug. 15
Piedmont—May 1 - Aug. 15
Coastal Plain—Apr. 15 - Aug. 15

Soil amendments
Follow recommendations of soil tests or apply 2,000 lb/acre ground agricultural limestone and 750 lb/acre 10-10-10 fertilizer.

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Maintenance
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Seeding mixture

Species	Rate (lb/acre)
Rye (grain)	120

Seeding dates
Mountains—Aug. 15 - Dec. 15
Coastal Plain and Piedmont—Aug. 15 - Dec. 30

Soil amendments
Follow soil tests or apply 2,000 lb/acre ground agricultural limestone and 1,000 lb/acre 10-10-10 fertilizer.

Mulch
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PROJECT:

SITE PLAN DOCUMENTS

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PROPOSED DEVELOPMENT
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CLAYTON, NC 27520
JOHNSTON COUNTY

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BOHLER ENGINEERING NC, PLLC
NCBELS P-1132
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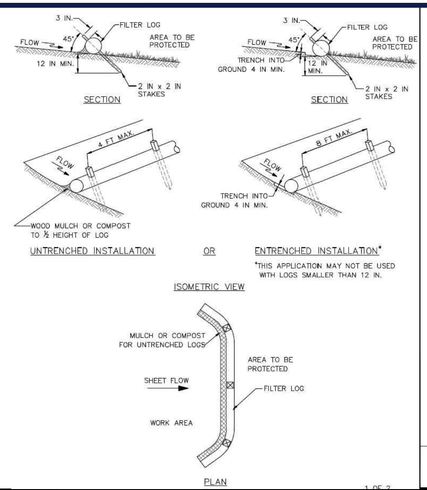
NORTH CAROLINA PROFESSIONAL SEAL 041703 ENGINEER WILLIS E. SWARBOE
10/10/22

SHEET TITLE:
EROSION & SEDIMENT CONTROL PLAN - PHASE II

SHEET NUMBER:
C-601

REVISION 3 - 10-10-22

Oct 10, 2022
H:\2021\NCR211125\CAD\DRAWINGS\PLAN SETS\NCR211125_EROS - 0----LAYOUT- C-601 EROSION & SEDIMENT CONTROL PLAN - PHASE II



SILT FENCE

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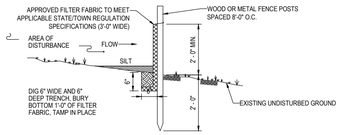


NOTES:
1. PLACE SILT FENCE LOCATIONS AS SHOWN ON THE SOIL EROSION AND SEDIMENT CONTROL PLAN.
2. THE SLOPE OF THE LAND FOR AT LEAST 30 FEET ADJACENT TO ANY SILT FENCE SHALL NOT EXCEED 5%
3. SILT FENCE SHALL BE INSTALLED SO WATER CANNOT BYPASS THE FENCE AROUND THE SIDES.
4. INSPECTION SHALL BE FREQUENT AND REPAIR OR REPLACEMENT SHALL BE MADE AS PROMPTLY AS POSSIBLE
5. SILT FENCE SHALL REMAIN IN PLACE FOR THE DURATION OF THE PROJECT UNLESS OTHERWISE INSTRUCTED BY THE TOWNSHIP ENGINEER.

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

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

SECTION E: GROUND STABILIZATION

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

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

GROUND STABILIZATION SPECIFICATION

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

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

POLYACRYLAMIDES (PAMS) AND FLOCCULANTS

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

EQUIPMENT AND VEHICLE MAINTENANCE

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

LITTER, BUILDING MATERIAL AND LAND CLEARING WASTE

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

PAINT AND OTHER LIQUID WASTE

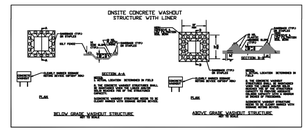
1. Do not dump paint and other liquid waste into storm drains, streams or wetlands.
2. Locate paint washouts at least 50 feet away from storm drain inlets and surface waters unless no other alternatives are reasonably available.
3. Contain liquid wastes in a controlled area.
4. Containment must be labeled,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

PORTABLE TOILETS

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

EARTHEN STOCKPILE MANAGEMENT

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



CONCRETE WASHOUTS

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

HERBICIDES, PESTICIDES AND RODENTICIDES

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

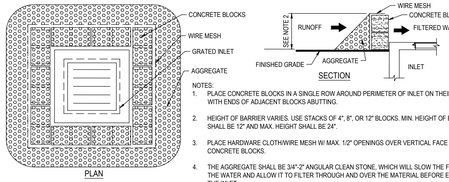
HAZARDOUS AND TOXIC WASTE

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

NORTH CAROLINA *Environmental Quality*

NCG01 GROUND STABILIZATION AND MATERIALS HANDLING

EFFECTIVE: 04/01/19



NOTES:
1. PLACE CONCRETE BLOCKS IN A SINGLE ROW AROUND PERIMETER OF INLET ON THEIR SIDES, WITH ENDS OF ADJACENT BLOCKS ABUTTING.
2. HEIGHT OF BARRIER VARIES. USE STACKS OF 4", 8", OR 12" BLOCKS. MIN. HEIGHT OF BARRIER SHALL BE 12" AND MAX. HEIGHT SHALL BE 24".
3. PLACE HARDWARE CLOTH/WIRE MESH W/ MAX. 1/2" OPENINGS OVER VERTICAL FACE OF CONCRETE BLOCKS.
4. THE AGGREGATE SHALL BE 3/4"-2" ANGULAR CLEAN STONE, WHICH WILL SLOW THE FLOW OF THE WATER AND ALLOW IT TO FILTER THROUGH AND OVER THE MATERIAL BEFORE ENTERING THE INLET.

BLOCK AND AGGREGATE INLET SEDIMENT DEVICE

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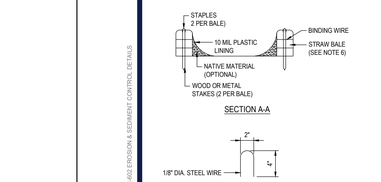

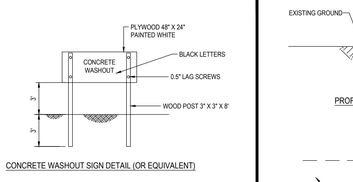

NOTES:
1. TEMPORARY CONCRETE WASHOUT FACILITIES SHOULD BE LOCATED A MINIMUM OF 50 FT. FROM STORM DRAIN INLETS.
2. ONCE CONCRETE WASTES ARE WASHED INTO THE DESIGNATED AREA AND ALLOWED TO HARDEN, THE CONCRETE SHOULD BE BROKEN UP, REMOVED, AND DISPOSED OF OFF-SITE. CONTRACTOR TO DISPOSE OF HARDENED CONCRETE ON A REGULAR BASIS.
3. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30 FT. OF THE TEMPORARY CONCRETE WASHOUT FACILITY.
4. PLASTIC LINING MATERIAL SHOULD BE A MINIMUM OF 10 MIL POLYETHYLENE SHEETING AND SHOULD BE FREE OF HOLES, TEARS, OR OTHER DEFECTS THAT COMPROMISE THE IMPERMEABILITY OF THE MATERIAL.
5. WASHOUT FACILITIES MUST BE CLEANED, OR NEW FACILITIES MUST BE CONSTRUCTED AND READY FOR USE ONCE THE WASHOUT IS 75% FULL.
6. STRAW BALE AND STAPLES MAY BE SUBSTITUTED WITH ALTERNATE SECURING MEASURES SUCH AS CONCRETE BLOCK.

TEMPORARY STOCKPILE

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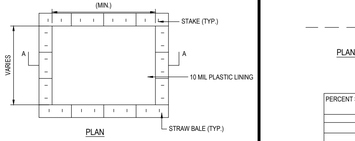

CONCRETE WASTE MANAGEMENT DETAIL

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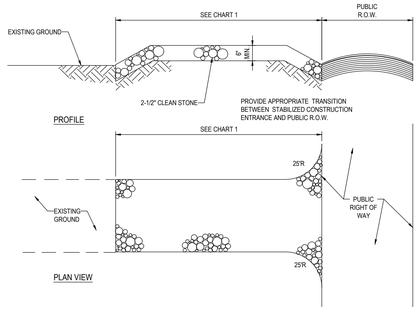

PERCENT SLOPE OF ROADWAY	LENGTH OF STONE REQUIRED	
	COARSE GRAINED SOILS	FINE GRAINED SOILS
0 TO 2%	50 FT	100 FT
2% TO 5%	100 FT	200FT
>5%	ENTIRE ENTRANCE STABILIZED WITH FABC BASE COURSE (1)	

(1) AS PRESCRIBED BY LOCAL ORDINANCE OR OTHER GOVERNING AUTHORITY.

CHART 1

STABILIZED CONSTRUCTION ENTRANCE

N.T.S.

PART III
SELF-INSPECTION, RECORDKEEPING AND REPORTING

SECTION A: SELF-INSPECTION

Self-inspections are required during normal business hours in accordance with the table below. When adverse weather or site conditions would cause the safety of the inspection personnel to be in jeopardy, the inspection may be delayed until the next business day on which it is safe to perform the inspection. In addition, when a storm event of equal to or greater than 1.0 inch occurs outside of normal business hours, the self-inspection shall be performed upon the commencement of the next business day. Any time when inspections were delayed shall be noted in the Inspection Record.

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

NOTE: The rain inspection resets the required 7 calendar day inspection requirement.

PART III
SELF-INSPECTION, RECORDKEEPING AND REPORTING

SECTION B: RECORDKEEPING

1. E&SC Plan Documentation

The approved E&SC plan as well as any approved deviation shall be kept on the site. The approved E&SC plan must be kept up-to-date throughout the coverage under this permit. The following items pertaining to the E&SC plan shall be kept on site and available for inspection at all times during normal business hours.

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

2. Additional Documentation to be Kept on Site

In addition to the E&SC plan documents above, the following items shall be kept on the site and available for inspectors at all times during normal business hours, unless the Division provides a site-specific exemption based on unique site conditions that make this requirement not practical:

(a) This General Permit as well as the Certificate of Coverage, after it is received.

(b) Records of inspections made during the previous twelve months. The permittee shall record the required observations on the Inspection Record Form provided by the Division or a similar inspection form that includes all the required elements. Use of electronically-available records in lieu of maintaining paper copies will be allowed if shown to provide equal access and utility as the hard-copy records.

3. Documentation to be Retained for Three Years

All data used to complete the e-NOI and all inspection records shall be maintained for a period of three years after project completion and made available upon request. [40 CFR 122.41]

PART III
SELF-INSPECTION, RECORDKEEPING AND REPORTING

SECTION C: REPORTING

1. Occurrences that Must be Reported

Permittees shall report the following occurrences:

(a) Visible sediment deposition in a stream or wetland.

(b) Oil spills if:
- They are 25 gallons or more,
- They are less than 25 gallons but cannot be cleaned up within 24 hours,
- They cause sheen on surface waters (regardless of volume), or
- They are within 100 feet of surface waters (regardless of volume).

(c) Releases of hazardous substances in excess of reportable quantities under Section 311 of the Clean Water Act (Ref: 40 CFR 110.3 and 40 CFR 117.3) or Section 102 of CERCLA (Ref: 40 CFR 302.4) or G.S. 143-215.85.

(d) Anticipated bypasses and unanticipated bypasses.

(e) Noncompliance with the conditions of this permit that may endanger health or the environment.

2. Reporting Timeframes and Other Requirements

After a permittee becomes aware of an occurrence that must be reported, he shall contact the appropriate Division regional office within the timeframes and in accordance with the other requirements listed below. Occurrences outside normal business hours may also be reported to the Department's Environmental Emergency Center personnel at (800) 858-0368.

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

NORTH CAROLINA *Environmental Quality*

PART III, SECTION G, ITEM (4)
DRAW DOWN OF SEDIMENT BASINS FOR MAINTENANCE OR CLOSE OUT

Sediment basins and traps that receive runoff from drainage areas of one acre or more shall use outlet structures that withdraw water from the surface when these devices need to be drawn down for maintenance or close out unless this is infeasible. The circumstances in which it is not feasible to withdraw water from the surface shall be rare (for example, times with extended cold weather). Non-surface withdrawals from sediment basins shall be allowed only when all of the following criteria have been met:

(a) The E&SC plan authority has been provided with documentation of the non-surface withdrawal and the specific time periods or conditions in which it will occur. The non-surface withdrawal shall not commence until the E&SC plan authority has approved these items,
(b) The non-surface withdrawal has been reported as an anticipated bypass in accordance with Part III, Section C, Item (2)(c) and (d) of this permit,
(c) Dewatering discharges are treated with controls to minimize discharges of pollutants from stormwater that is removed from the sediment basin. Examples of appropriate controls include properly sited, designed and maintained dewatering tanks, weir tanks, and filtration systems,
(d) Vegetated, upland areas of the sites or a properly designed stone pad is used to the extent feasible at the outlet of the dewatering treatment devices described in item (c) above,
(e) Velocity dissipation devices such as check dams, sediment traps, and riprap are provided at the discharge points of all dewatering devices, and
(f) Sediment removed from the dewatering treatment devices described in Item (c) above is disposed of in a manner that does not cause deposition of sediment into waters of the United States.

NORTH CAROLINA *Environmental Quality*

NCG01 SELF-INSPECTION, RECORDKEEPING AND REPORTING

EFFECTIVE: 04/01/19

BOHLER
BOHLER ENGINEERING NC, PLLC
SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL SERVICES
PERMITTING SERVICES
TRANSPORTATION SERVICES

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REVISIONS

REV	DATE	COMMENT	DRAWN BY / CHECKED BY
1	8-5-22	TOWN OF CLAYTON COMMENTS	RMG / WES
2	8-29-22	TOWN OF CLAYTON COMMENTS	RMG / WES
3	10-10-22	TOWN OF CLAYTON COMMENTS	RMG / WES

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ISSUED FOR MUNICIPAL & AGENCY REVIEW & APPROVAL

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PROJECT No.: NCR211125
DRAWN BY: RMG
CHECKED BY: WES
DATE: 4-1-22
CAD I.D.: UTIL - 1

PROJECT:

SITE PLAN DOCUMENTS

FOR

PROPOSED DEVELOPMENT

US HWY 70 BUS WEST & S MOORE STREET
CLAYTON, NC 27520
JOHNSTON COUNTY

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NORTH CAROLINA PROFESSIONAL SEAL 041703 ENGINEER SWAIN NOEL
10/10/22

SHEET TITLE:

EROSION & SEDIMENT CONTROL DETAILS

SHEET NUMBER:

C-602

REVISION 3 - 10-10-22

Oct 10, 2022
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LANDSCAPE COMPLIANCE CHART

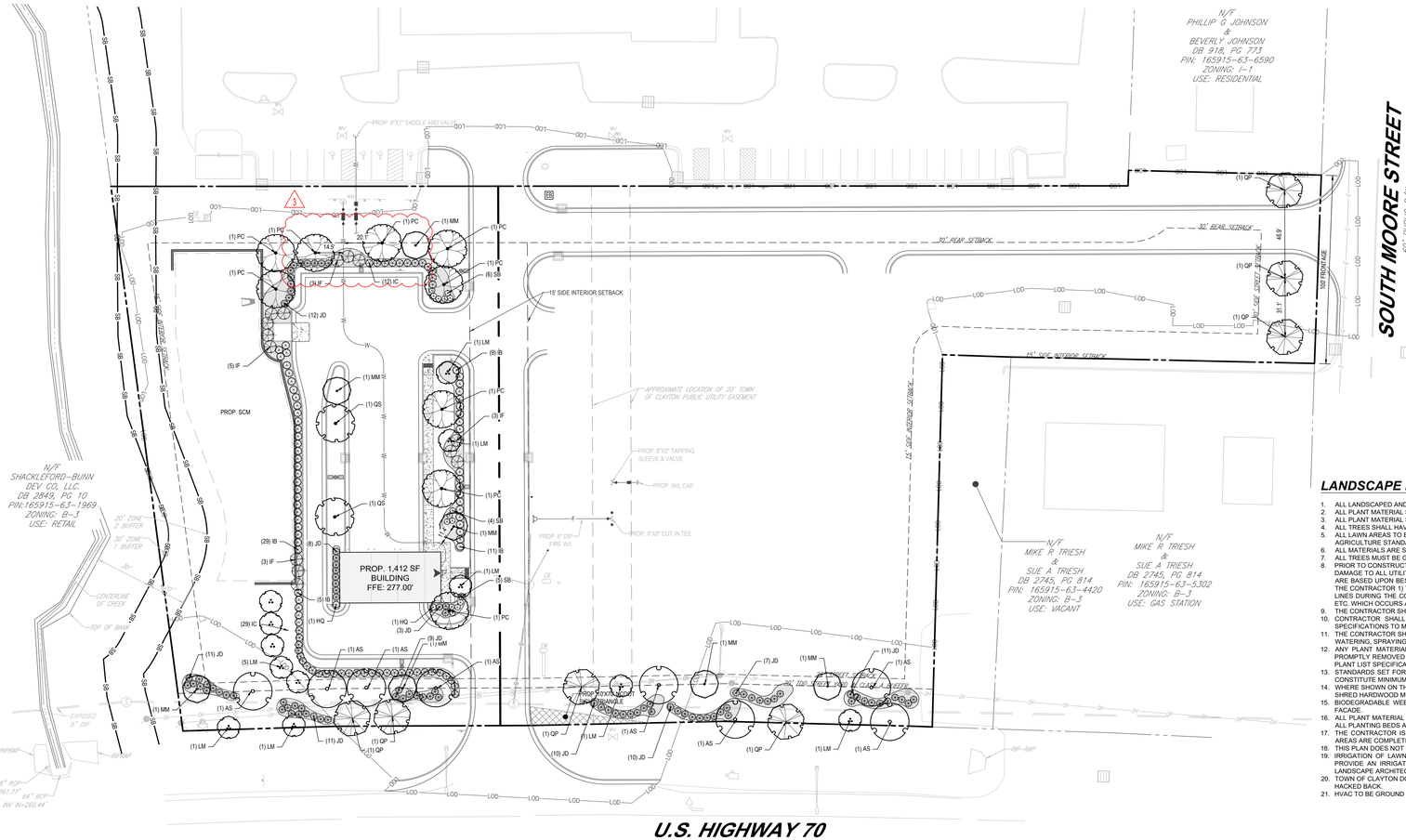
SECTION	REQUIREMENT	PROVIDED	COMPLIANCE
155.402 PART 1 SITE INTERIOR LANDSCAPING VEHICULAR USE AREA	20% OF THE TOTAL LOT AREA SHALL BE LANDSCAPED. ONE CANOPY TREE, ONE UNDERSTORY TREE, AND TWO SHRUBS SHALL BE PLANTED FOR EACH 1,000 SQUARE FEET OF LANDSCAPE AREA REQUIRED. THE PERIMETER OF ALL PARKING AREAS AND OTHER VEHICULAR USE AREAS WITH FRONTAGE ON OR VISIBILITY FROM ANY PORTION OF A PUBLIC RIGHT-OF-WAY SHALL BE SCREENED TO A HEIGHT OF THREE FEET BY A CONTINUOUS LANDSCAPED HEDGE. AN INTERIOR LANDSCAPE ISLAND SHALL BE PROVIDED EVERY TEN SPACES. EACH ISLAND SHALL CONTAIN A MINIMUM OF 150 SQUARE FEET AND 8' WIDE. TREES SHALL HAVE A MIN. 2.5" CAL.	1.21 AC (TOTAL LOT AREA) X 20% = 0.24 AC TOTAL LANDSCAPE AREA: 0.24 AC OR 10,455 SF TOTAL CANOPY: 10,455 / 1000 = 11 TOTAL UNDERSTORY: 10,455 / 1000 = 11 TOTAL SHRUBS: (10,455 / 1000) X 2 = 22 PROVIDED CANOPY: 11 UNDERSTORY: 11 SHRUBS: 150	COMPLIES
PERIMETER BUFFERS STREET BUFFERS COMPATIBILITY BUFFERS	ALL NEW DEVELOPMENT WITH FRONTAGE ON A COMMERCIAL STREET OR DESIGNATED MINOR THOROUGHFARE SHALL PROVIDE A CLASS A BUFFER. PERIMETER COMPATIBILITY IS REQUIRED ALONG THE BOUNDARIES OF ALL INCOMPATIBLE ZONING DISTRICTS OR EXISTING USES. WHICHEVER IS MORE RESTRICTIVE. TYPE B AND C BUFFERS ARE REQUIRED ALONG PROPERTY BOUNDARIES OF OTHER PARCELS. THOROUGHFARE OVERLAY DISTRICT: TOD COMMERCIAL AVERAGE 20' STREET YARD WIDTH PER 1,000 SF OF STREET YARD: 1 CANOPY TREE & 5 SHRUBS	20' CLASS A BUFFER ALONG HIGHWAY70 354.7 LF / 100 = 3.6 REQ PROVIDED CANOPY: 1/100LF X 3.6 = 4 4 UNDERSTORY: 2/100LF X 3.6 = 8 8 SHRUBS: 8/100LF X 3.6 = 29 29 20' TOD BUFFER ALONG HIGHWAY70 7,805 SF / 1000 = 7.8 REQ PROVIDED CANOPY: 1 X 7.8 = 7.8 8 8 SHRUBS: 5 X 7.8 = 39 39 39	COMPLIES
STREET YARD TREES	STREET YARD TREES SHALL BE REQUIRED ALONG ALL RIGHTS OF WAY AT THE RATE OF ONE CANOPY TREE (MIN. 2.5" CALIPER) PER LOT OR ONE CANOPY TREE FOR EVERY 40 LINEAR FEET (SPACED A MAXIMUM OF 50 FEET APART).	SOUTH MOORE 100.02 LF / 40 = 2.5 TREES 3 PROVIDED	COMPLIES
SCREENING	TRASH COLLECTION, TRASH COMPACTION, RECYCLING COLLECTION AND OTHER SIMILAR SERVICE AREAS SHALL BE LOCATED ON THE SIDE OR REAR OF THE BUILDING AND SHALL BE EFFECTIVELY SCREENED FROM VIEW FROM ADJACENT PROPERTIES OR PUBLIC RIGHTS-OF-WAY.	PROPOSED LANDSCAPE PROVIDES A LAYERED, CONTINUOUS, EVERGREEN PLANTING PALETTE TO SCREEN TRASH COMPACTOR AND MAINTENANCE BUILDING FROM ADJACENT PROPERTIES AND PUBLIC ROW.	COMPLIES

LANDSCAPE SCHEDULE

UNDERSTORY TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
LM	12	LAGERSTROEMIA INDICA X FAURIEI 'MUSKOGEE'	MUSKOGEE CRAPE MYRTLE	2" CAL.	B&B
MM	7	MAGNOLIA X SOULANGEANA	SAUCER MAGNOLIA MULTI-TRUNK	2" CAL.	B&B
TOTAL	19				
CANOPY TREES	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**SIZE**	**CONTAINER**
AS	8	ACER SACCHARUM	SUGAR MAPLE	2.5" CAL.	B&B
PC	9	PISTACIA CHINENSIS	CHINESE PISTACHE	2.5" CAL.	B&B
QP	7	QUERCUS PHELLOS	WILLOW OAK	2.5" CAL.	B&B
QS	2	QUERCUS SHUMARDII	SHUMARD OAK	2.5" CAL.	B&B
TOTAL	26				
SHRUBS	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**SIZE**	**CONTAINER**
IB	54	ILEX CORNUTA 'BURFORDII NANA'	DWARF BURFORD HOLLY	2` HT.	3 GAL. POT
IC	41	ILEX CRENATA 'COMPACTA'	DWARF JAPANESE HOLLY	2` HT.	3 GAL. POT
IF	14	ILEX X ATTENUATA 'FOSTER NO. 2'	FOSTER NO. 2 HOLLY	6-7'	5 GAL. POT
JD	92	JUNIPERUS X PFITZERIANA 'SAYBROOK GOLD'	SAYBROOK GOLD PFITZER JUNIPER	2` HT.	3 GAL. POT
SB	15	SPIREA X BURMALDA	BURMALD SPIREA	2` HT.	3 GAL. POT
HQ	2	HYDRANGEA QUERCIFOLIA	OAKLEAF HYDRANGEA	6-7'	5 GAL. POT
TOTAL	218				

LANDSCAPE PLAN NOTES:

1. ALL LANDSCAPED AREAS SHALL BE PROVIDED WITH AN AUTOMATICALLY OPERATED IRRIGATION SYSTEM THAT WILL ADEQUATELY COVER ALL LIVING PLANT MATERIAL; SUCH SYSTEM SHALL INCLUDE A RAIN SENSOR.
2. ALL LANDSCAPED AREAS SHALL BE MAINTAINED IN AN ATTRACTIVE AND HEALTHY CONDITION. DEAD OR DISEASED PLANTINGS SHALL BE REMOVED AND REPLACED IN A TIMELY FASHION.



LANDSCAPE NOTES

1. ALL LANDSCAPED AND LAWN AREAS ARE TO RECEIVE A MINIMUM OF 4" OF TOPSOIL.
2. ALL PLANT MATERIAL SHALL BE HEALTHY, VIGOROUS, AND FREE OF PESTS AND DISEASE.
3. ALL PLANT MATERIAL SHALL BE CONTAINER GROWN OR BALLED AND BURLAPPED AS INDICATED IN THE PLANT LIST.
4. ALL TREES SHALL HAVE A STRAIGHT TRUNK AND FULL HEAD AND MEET ALL REQUIREMENTS SPECIFIED.
5. ALL LAWN AREAS TO BE SEEDED SHALL USE A LOCALLY GROWN COMMERCIAL BERMUDA SEED MIX MEETING LATEST NORTH CAROLINA AGRICULTURE STANDARDS FOR SEED AND PLANT CERTIFICATION.
6. ALL MATERIALS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT BEFORE, DURING, AND AFTER INSTALLATION.
7. ALL TREES MUST BE GUYED OR STAKED AS SHOWN IN THE DETAILS.
8. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. LOCATIONS OF EXISTING BURIED UTILITY LINES SHOWN ON THE PLANS ARE BASED UPON BEST AVAILABLE INFORMATION AND ARE TO BE CONSIDERED APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR 1) TO VERIFY THE LOCATIONS OF UTILITY LINES AND ADJACENT TO THE WORK AREA 2) TO PROTECT OF ALL UTILITY LINES DURING THE CONSTRUCTION PERIOD 3) TO REPAIR ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC. WHICH OCCURS AS A RESULT OF THE CONSTRUCTION.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THESE PLANS BEFORE PRICING THE WORK.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR DELIVERY SCHEDULE AND PROTECTION BETWEEN DELIVERY AND PLANTING PER SPECIFICATIONS TO MAINTAIN HEALTHY PLANT CONDITIONS.
11. THE CONTRACTOR SHALL COMPLETELY GUARANTEE AND BE RESPONSIBLE FOR FULLY MAINTANING (INCLUDING BUT NOT LIMITED TO: WATERING, SPRAYING, MULCHING, FERTILIZING, ETC.) ALL OF THE PLANT MATERIALS AND LAWN FOR A ONE YEAR GROWING PERIOD.
12. ANY PLANT MATERIAL WHICH IS DISEASED, DISTRESSED, DEAD, OR REJECTED (PRIOR TO SUBSTANTIAL COMPLETION) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE AND MEETING ALL PLANT LIST SPECIFICATIONS.
13. STANDARDS SET FORTH IN "AMERICAN STANDARD FOR NURSERY STOCK" REPRESENT GUIDELINE SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL.
14. WHERE SHOWN ON THE PLANS AND DETAILS, PLANTING BEDS ARE TO BE COMPLETELY COVERED WITH A MINIMUM 4" DEPTH OF TRIPLE SHRED HARDWOOD MULCH FROM A LOCAL MULCH SOURCE HARVESTED IN A SUSTAINABLE MANNER.
15. BIODEGRADABLE WEED MATTING (ALL-PRO WEED MAT OR APPROVED EQUAL) SHALL BE REQUIRED IN SHRUB BEDS AT BUILDING FACADE.
16. ALL PLANT MATERIAL QUANTITIES SHOWN ARE APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETE COVERAGE OF ALL PLANTING BEDS AT SPACING SHOWN.
17. THE CONTRACTOR IS ENCOURAGED TO COMPLETE TEMPORARY OR PERMANENT SEEDING IN STAGES FOR SOIL STABILIZATION AS AREAS ARE COMPLETED AFTER GRADING.
18. THIS PLAN DOES NOT PRESENT ANY TEMPORARY STABILIZATION REQUIRED AS PART OF SWPPP PLAN.
19. IRRIGATION OF LAWN AND PLANTED AREAS IS REQUIRED BY THE TOWN OF CLAYTON NC UDO. LANDSCAPE CONTRACTOR SHALL PROVIDE AN IRRIGATION DESIGN BY A LICENSED IRRIGATION SYSTEMS PROVIDER. IRRIGATION DESIGN SHALL BE REVIEWED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
20. TOWN OF CLAYTON DOES NOT ALLOW CREPE MYRTLES IN BUFFER AREAS TO BE TOPPED, POLLARDED, OR OTHERWISE AGGRESSIVELY HACKED BACK.
21. HVAC TO BE GROUND MOUNTED AND BE SCREENED PER ORDINANCE.

30 15 7.5 0 30
1"= 30'

Oct 10, 2022
H:\2021\NCR211125\CAD\ZD\DRAWINGS\PLAN SET\NCR211125 - LAND - C-700 LAYOUT, C-700 LANDSCAPE PLAN

BOHLER
BOHLER ENGINEERING NC, PLLC
SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
PLANNING AND ENTITLEMENTS
PERMITTING SERVICES
TRANSPORTATION SERVICES

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REVISIONS

REV	DATE	COMMENT	DRAWN BY / CHECKED BY
1	8-5-22	TOWN OF CLAYTON COMMENTS	RMG / WES
2	8-29-22	TOWN OF CLAYTON COMMENTS	RMG / WES
3	10-10-22	TOWN OF CLAYTON COMMENTS	RMG / WES

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ISSUED FOR MUNICIPAL & AGENCY REVIEW & APPROVAL

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PROJECT No.: NCR211125
DRAWN BY: RMG
CHECKED BY: WES
DATE: 4-1-22
CAD I.D.: LAND - 1

PROJECT:

SITE PLAN DOCUMENTS

FOR

PROPOSED DEVELOPMENT

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CLAYTON, NC 27520
JOHNSTON COUNTY

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NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 054703 SWARINGEN L.S.E. 10/10/22

SHEET TITLE:

LANDSCAPE PLAN

SHEET NUMBER:

C-700

REVISION 3 - 10-10-22

LANDSCAPE SPECIFICATIONS

1. SCOPE OF WORK:
THE LANDSCAPE CONTRACTOR SHALL BE REQUIRED TO PERFORM ALL CLEARING, FINISHED GRADING, SOIL PREPARATION, PERMANENT SEEDING OR SODDING, PLANTING AND MULCHING INCLUDING ALL LABOR, MATERIALS, TOOLS AND EQUIPMENT NECESSARY FOR THE COMPLETION OF THIS PROJECT, UNLESS OTHERWISE CONTRACTED BY THE GENERAL CONTRACTOR.

2. MATERIALS
A. GENERAL - ALL HARDSCAPE MATERIALS SHALL MEET OR EXCEED SPECIFICATIONS AS OUTLINED IN THE STATE DEPARTMENT OF TRANSPORTATION'S SPECIFICATIONS.

B. TOPSOIL - NATURAL, FRIABLE, LOAMY SILT SOIL HAVING AN ORGANIC CONTENT NOT LESS THAN 5%, A PH RANGE BETWEEN 4.5-7.0. IT SHALL BE FREE OF DEBRIS, ROCKS LARGER THAN ONE INCH (1"), WOOD, ROOTS, VEGETABLE MATTER AND CLAY CLODS.

C. LAWN - ALL DISTURBED AREAS ARE TO BE TREATED WITH A MINIMUM SIX INCH (6") THICK LAYER OF TOPSOIL, OR AS DIRECTED BY THE LOCAL ORDINANCE OR CLIENT, AND SEEDED OR SODDED IN ACCORDANCE WITH THE PERMANENT STABILIZATION METHODS INDICATED WITHIN THE SOIL EROSION AND SEDIMENT CONTROL NOTES.
1.1. LAWN SEED MIXTURE SHALL BE FRESH, CLEAN NEW CROP SEED.
1.2. SOD SHALL BE STRONGLY ROOTED, WEED AND DISEASE/PEST FREE WITH A UNIFORM THICKNESS.
1.3. SOD INSTALLED ON SLOPES GREATER THAN 4:1 SHALL BE PEGGED TO HOLD SOD IN PLACE.

D. MULCH - THE MULCH AROUND THE PERIMETER OF THE BUILDING SHALL BE A 3" LAYER OF DOUBLE SHREDDED BLACK CEDAR MULCH ONLY. ALL OTHER AREAS SHALL BE MULCHED WITH A 3" LAYER OF DOUBLE SHREDDED DARK BROWN HARDWOOD BARK MULCH, UNLESS OTHERWISE STATED ON THE LANDSCAPE PLAN.

E. FERTILIZER
1.1. FERTILIZER SHALL BE DELIVERED TO THE SITE MIXED AS SPECIFIED IN THE ORIGINAL UNOPENED STANDARD BAGS SHOWING WEIGHT, ANALYSIS AND NAME OF MANUFACTURER. FERTILIZER SHALL BE STORED IN A WEATHERPROOF PLACE SO THAT IT CAN BE KEPT DRY PRIOR TO USE.
1.2. FOR THE PURPOSE OF BIDDING, ASSUME THAT FERTILIZER SHALL BE 10% NITROGEN, 6% PHOSPHORUS AND 4% POTASSIUM BY WEIGHT. A FERTILIZER SHOULD NOT BE SELECTED WITHOUT A SOIL TEST PERFORMED BY A CERTIFIED SOIL LABORATORY.

F. PLANT MATERIAL
1.1. ALL PLANTS SHALL IN ALL CASES CONFORM TO THE REQUIREMENTS OF THE "AMERICAN STANDARD FOR NURSERY STOCK" (ANSI Z60.1), LATEST EDITION, AS PUBLISHED BY THE AMERICAN NURSERY & LANDSCAPE ASSOCIATION
1.2. IN ALL CASES, BOTANICAL NAMES SHALL TAKE PRECEDENCE OVER COMMON NAMES FOR ANY AND ALL PLANT MATERIAL.
1.3. PLANTS SHALL BE LEGIBLY TAGGED WITH THE PROPER NAME AND SIZE. TAGS ARE TO REMAIN ON AT LEAST ONE PLANT OF EACH SPECIES FOR VERIFICATION PURPOSES DURING THE FINAL INSPECTION.
1.4. TREES WITH ABRASION OF THE BARK, SUN SCALDS, DISFIGURATION OR FRESH CUTS OF LIMBS OVER 1½", WHICH HAVE NOT BEEN COMPLETELY CALLUSED, SHALL BE REJECTED.PLANTS SHALL NOT BE BOUND WITH WIRE OR ROPE AT ANY TIME SO AS TO DAMAGE THE BARK OR BREAK BRANCHES.
1.5. ALL PLANTS SHALL BE TYPICAL OF THEIR SPECIES OR VARIETY AND SHALL HAVE A NORMAL HABIT OF GROWTH. WELL DEVELOPED BRANCHES, DENSELY FOLIATED, VIGOROUS ROOT SYSTEMS AND BE FREE OF DISEASE, INSECTS, PESTS, EGGS OR LARVAE.
1.6. CALIPER MEASUREMENTS OF NURSERY GROWN TREES SHALL BE TAKEN AT A POINT ON THE TRUNK SIX INCHES (6") ABOVE THE NATURAL GRADE FOR TREES UP TO AND INCLUDING A FOUR INCH (4") CALIPER SIZE. IF THE CALIPER AT SIX INCHES (6") ABOVE THE GROUND EXCEEDS FOUR INCHES (4") IN CALIPER, THE CALIPER SHOULD BE MEASURED AT A POINT 12" ABOVE THE NATURAL GRADE.
1.7. SHRUBS SHALL BE MEASURED TO THE AVERAGE HEIGHT OR SPREAD OF THE SHRUB, AND NOT TO THE LONGEST BRANCH.
1.8. TREES AND SHRUBS SHALL BE HANDLED WITH CARE BY THE ROOT BALL.

3. GENERAL WORK PROCEDURES
A. CONTRACTOR TO UTILIZE WORKMANLIKE INDUSTRY STANDARDS IN PERFORMING ALL LANDSCAPE CONSTRUCTION. THE SITE IS TO BE LEFT IN A CLEAN STATE AT THE END OF EACH WORKDAY. ALL DEBRIS, MATERIALS AND TOOLS SHALL BE PROPERLY STORED, STOCKPILED OR DISPOSED OF.

B. WASTE MATERIALS AND DEBRIS SHALL BE COMPLETELY DISPOSED OF AT THE CONTRACTOR'S EXPENSE. DEBRIS SHALL NOT BE BURIED, INCLUDING ORGANIC MATERIALS, BUT SHALL BE REMOVED COMPLETELY FROM THE SITE.

4. SITE PREPARATIONS
A. BEFORE AND DURING PRELIMINARY GRADING AND FINISHED GRADING, ALL WEEDS AND GRASSES SHALL BE DUG OUT BY THE ROOTS AND DISPOSED OF IN ACCORDANCE WITH GENERAL WORK PROCEDURES OUTLINED HEREIN.

B. ALL EXISTING TREES TO REMAIN SHALL BE PRUNED TO REMOVE ANY DAMAGED BRANCHES. THE ENTIRE LIMB OF ANY DAMAGED BRANCH SHALL BE CUT OFF AT THE TRUNK. CONTRACTOR SHALL ENSURE THAT CUTS ARE SMOOTH AND STRAIGHT. ANY EXPOSED ROOTS SHALL BE CUT BACK WITH CLEAN, SHARP TOOLS AND TOPSOIL SHALL BE PLACED AROUND THE REMAINDER OF THE ROOTS. EXISTING TREES SHALL BE MONITORED ON A REGULAR BASIS FOR ADDITIONAL ROOT OR BRANCH DAMAGE AS A RESULT OF CONSTRUCTION. ROOTS SHALL NOT BE LEFT EXPOSED FOR MORE THAN ONE (1) DAY. CONTRACTOR SHALL WATER EXISTING TREES AS NEEDED TO PREVENT SHOCK OR DECLINE.

C. CONTRACTOR SHALL ARRANGE TO HAVE A UTILITY STAKE-OUT TO LOCATE ALL UNDERGROUND UTILITIES PRIOR TO INSTALLATION OF ANY LANDSCAPE MATERIAL. UTILITY COMPANIES SHALL BE CONTACTED THREE (3) DAYS PRIOR TO THE BEGINNING OF WORK.

5. TREE PROTECTION
A. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES TO REMAIN. A TREE PROTECTION ZONE SHALL BE ESTABLISHED AT THE DRIP LINE OR 15 FEET FROM THE TRUNK OR AT THE LIMIT OF CONSTRUCTION DISTURBANCE, WHICHEVER IS GREATER. LOCAL STANDARDS THAT MAY REQUIRE A MORE STRICT TREE PROTECTION ZONE SHALL BE HONORED.

B. A FORTY-EIGHT INCH (48") HIGH WOODEN SNOW FENCE OR ORANGE COLORED HIGH-DENSITY 'VISI-FENCE', OR APPROVED EQUAL, MOUNTED ON STEEL POSTS SHALL BE PLACED ALONG THE BOUNDARY OF THE TREE PROTECTION ZONE. POSTS SHALL BE LOCATED AT A MAXIMUM OF EIGHT FEET (8') ON CENTER OR AS INDICATED WITHIN THE TREE PROTECTION DETAIL.

C. WHEN THE TREE PROTECTION FENCING HAS BEEN INSTALLED, IT SHALL BE INSPECTED BY THE APPROVING AGENCY PRIOR TO DEMOLITION, GRADING, TREE CLEARING OR ANY OTHER CONSTRUCTION. THE FENCING ALONG THE TREE PROTECTION ZONE SHALL BE REGULARLY INSPECTED BY THE LANDSCAPE CONTRACTOR AND MAINTAINED UNTIL ALL CONSTRUCTION ACTIVITY HAS BEEN COMPLETED.

D. AT NO TIME SHALL MACHINERY, DEBRIS, FALLEN TREES OR OTHER MATERIALS BE PLACED, STOCKPILED OR LEFT STANDING IN THE TREE PROTECTION ZONE.

6. SOIL MODIFICATIONS
A. CONTRACTOR SHALL ATTAIN A SOIL TEST FOR ALL AREAS OF THE SITE PRIOR TO CONDUCTING ANY PLANTING. SOIL TESTS SHALL BE PERFORMED BY A CERTIFIED SOIL LABORATORY.

B. LANDSCAPE CONTRACTOR SHALL REPORT ANY SOIL OR DRAINAGE CONDITIONS CONSIDERED DETRIMENTAL TO THE GROWTH OF PLANT MATERIAL. SOIL MODIFICATIONS, AS SPECIFIED HEREIN, MAY NEED TO BE CONDUCTED BY THE LANDSCAPE CONTRACTOR DEPENDING ON SITE CONDITIONS.

C. THE FOLLOWING AMENDMENTS AND QUANTITIES ARE APPROXIMATE AND ARE FOR BIDDING PURPOSES ONLY. COMPOSITION OF AMENDMENTS SHOULD BE REVISED DEPENDING ON THE OUTCOME OF A TOPSOIL ANALYSIS PERFORMED BY A CERTIFIED SOIL LABORATORY.
1.1. TO INCREASE A SANDY SOIL'S ABILITY TO RETAIN WATER AND NUTRIENTS, THOROUGHLY TILL ORGANIC MATTER INTO THE TOP 6-12". USE COMPOSTED BARK, COMPOSTED LEAF MULCH OR PEAT MOSS. ALL PRODUCTS SHOULD BE COMPOSTED TO A DARK COLOR AND BE FREE OF PIECES WITH IDENTIFIABLE LEAF OR WOOD STRUCTURE. AVOID MATERIAL WITH A PH HIGHER THAN 7.5.
1.2. TO INCREASE DRAINAGE, MODIFY HEAVY CLAY OR SILT (MORE THAN 40% CLAY OR SILT) BY ADDING COMPOSTED PINE BARK (UP TO 30% BY VOLUME) AND/OR AGRICULTURAL GYPSUM. COARSE SAND MAY BE USED IF ENOUGH IS ADDED TO BRING THE SAND CONTENT TO MORE THAN 60% OF THE TOTAL MIX. SUBSURFACE DRAINAGE LINES MAY NEED TO BE ADDED TO INCREASE DRAINAGE.
1.3. MODIFY EXTREMELY SANDY SOILS (MORE THAN 85%) BY ADDING ORGANIC MATTER AND/OR DRY, SHREDDED CLAY LOAM UP TO 30% OF THE TOTAL MIX.

7. FINISHED GRADING
A. UNLESS OTHERWISE CONTRACTED, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF TOPSOIL AND THE ESTABLISHMENT OF FINE-GRADING WITHIN THE DISTURBANCE AREA OF THE SITE.

B. LANDSCAPE CONTRACTOR SHALL VERIFY THAT SUBGRADE FOR INSTALLATION OF TOPSOIL HAS BEEN ESTABLISHED. THE SUBGRADE OF THE SITE MUST MEET THE FINISHED GRADE LESS THE REQUIRED TOPSOIL THICKNESS (1"±).

C. ALL LAWN AND PLANTING AREAS SHALL BE GRADED TO A SMOOTH, EVEN AND UNIFORM PLANE WITH NO ABRUPT CHANGE OF SURFACE AS DEPICTED WITHIN THIS SET OF CONSTRUCTION PLANS, UNLESS OTHERWISE DIRECTED BY THE PROJECT ENGINEER OR LANDSCAPE ARCHITECT.

D. ALL PLANTING AREAS SHALL BE GRADED AND MAINTAINED TO ALLOW FREE FLOW OF SURFACE WATER IN AND AROUND THE PLANTING BEDS. STANDING WATER SHALL NOT BE PERMITTED IN PLANTING BEDS.

8. TOPSOILING
A. CONTRACTOR SHALL PROVIDE A SIX INCH (6") THICK MINIMUM LAYER OF TOPSOIL, OR AS DIRECTED BY THE LOCAL ORDINANCE OR CLIENT, IN ALL PLANTING AREAS. TOPSOIL SHOULD BE SPREAD OVER A PREPARED SURFACE IN A UNIFORM LAYER TO ACHIEVE THE DESIRED COMPACTED THICKNESS.

B. ON-SITE TOPSOIL MAY BE USED TO SUPPLEMENT THE TOTAL AMOUNT REQUIRED. TOPSOIL FROM THE SITE MAY BE REJECTED IF IT HAS NOT BEEN PROPERLY REMOVED, STORED AND PROTECTED PRIOR TO CONSTRUCTION.

C. CONTRACTOR SHALL FURNISH TO THE APPROVING AGENCY AN ANALYSIS OF BOTH IMPORTED AND ON-SITE TOPSOIL TO BE UTILIZED IN ALL PLANTING AREAS. THE PH AND NUTRIENT LEVELS MAY NEED TO BE ADJUSTED THROUGH SOIL MODIFICATIONS AS NEEDED TO ACHIEVE THE REQUIRED LEVELS AS SPECIFIED IN THE MATERIALS SECTION ABOVE.

D. ALL PLANTING AND LAWN AREAS ARE TO BE CULTIVATED TO A DEPTH OF SIX INCHES (6"). ALL DEBRIS EXPOSED FROM EXCAVATION AND CULTIVATION SHALL BE DISPOSED OF IN ACCORDANCE WITH GENERAL WORK PROCEDURES SECTION ABOVE. THE FOLLOWING SHALL BE TILLED INTO THE TOP FOUR INCHES (4") IN TWO DIRECTIONS (QUANTITIES BASED ON A 1,000 SQUARE FOOT AREA):
1.1. 20 POUNDS 'GROW POWER OR APPROVED EQUAL
1.2. 20 POUNDS NITRO-FORM (COURSE) 38-0-0 BLUE CHIP

E. THE SPREADING OF TOPSOIL SHALL NOT BE CONDUCTED UNDER MUDDY OR FROZEN CONDITIONS.

9. PLANTING
A. INSOFAR THAT IT IS FEASIBLE, PLANT MATERIAL SHALL BE PLANTED ON THE DAY OF DELIVERY. IN THE EVENT THAT THIS IS NOT POSSIBLE, LANDSCAPE CONTRACTOR SHALL PROTECT UNINSTALLED PLANT MATERIAL. PLANTS SHALL NOT REMAIN UNPLANTED FOR LONGER THAN A THREE DAY PERIOD AFTER DELIVERY. PLANTS THAT WILL NOT BE PLANTED FOR A PERIOD OF TIME GREATER THAN THREE DAYS SHALL BE HEALED IN WITH TOPSOIL OR MULCH TO HELP PRESERVE MOST MOISTURE.

B. PLANTING OPERATIONS SHALL BE PERFORMED DURING PERIODS WITHIN THE PLANTING SEASON WHEN WEATHER AND SOIL CONDITIONS ARE SUITABLE AND IN ACCORDANCE WITH ACCEPTED LOCAL PRACTICE. PLANTS SHALL NOT BE INSTALLED IN TOPSOIL THAT IS IN A MUDDY OR FROZEN CONDITION.

C. ANY INJURED ROOTS OR BRANCHES SHALL BE PRUNED TO MAKE CLEAN-CUT ENDS PRIOR TO PLANTING UTILIZING CLEAN, SHARP TOOLS. ONLY INJURED OR DISEASED BRANCHING SHALL BE REMOVED.

D. ALL PLANTING CONTAINERS AND NON-BIODEGRADABLE MATERIALS SHALL BE REMOVED FROM ROOT BALLS DURING PLANTING. NATURAL FIBER BURLAP MUST BE CUT FROM AROUND THE TRUNK OF THE TREE AND FOLDED DOWN AGAINST THE ROOT BALL PRIOR TO BACKFILLING.

E. POSITION TREES AND SHRUBS AT THEIR INTENDED LOCATIONS AS PER THE PLANS AND SECURE THE APPROVAL OF THE LANDSCAPE ARCHITECT PRIOR TO EXCAVATING PITS, MAKING NECESSARY ADJUSTMENTS AS DIRECTED.

F. PRIOR TO THE ISSUANCE OF ANY CERTIFICATE OF OCCUPANCY, THE PROPOSED LANDSCAPE, AS SHOWN ON THE APPROVED LANDSCAPE PLAN, MUST BE INSTALLED, INSPECTED AND APPROVED BY THE APPROVING AGENCY. THE APPROVING AGENCY SHALL TAKE INTO ACCOUNT SEASONAL CONSIDERATIONS IN THIS REGARD AS FOLLOWS. THE PLANTING OF TREES, SHRUBS, VINES OR GROUND COVER SHALL OCCUR ONLY DURING THE FOLLOWING PLANTING SEASONS:
1.1. PLANTS: MARCH 15 TO DECEMBER 15
1.2. LAWN: MARCH 15 TO JUNE 15 OR SEPT. 1 TO DECEMBER 1

G. PLANTINGS REQUIRED FOR A CERTIFICATE OF OCCUPANCY SHALL BE PROVIDED DURING THE NEXT APPROPRIATE SEASON AT THE MUNICIPALITY'S DISCRETION. CONTRACTOR SHOULD CONTACT APPROVING AGENCY FOR POTENTIAL SUBSTITUTIONS.

H. FURTHERMORE, THE FOLLOWING TREE VARIETIES ARE UNUSUALLY SUSCEPTIBLE TO WINTER DAMAGE. WITH TRANSPLANT SHOCK AND THE SEASONAL LACK OF NITROGEN AVAILABILITY, THE RISK OF PLANT DEATH IS GREATLY INCREASED. IT IS NOT RECOMMENDED THAT THESE SPECIES BE PLANTED DURING THE FALL PLANTING SEASON:

ACER RUBRUM	PLATANUS X ACERIFOLIA
BETULA VARIETIES	POPULOUS VARIETIES
CARPINUS VARIETIES	PRUNUS VARIETIES
CRATAEGUS VARIETIES	PYRUS VARIETIES
KOELREUTERIA	QUERCUS VARIETIES
LIQUIDAMBER STYRACIFLUA	TILIA TOMENTOSA
LIRIODENDRON TULIPIFERA	ZELKOVA VARIETIES

I. PLANTING PITS SHALL BE DUG WITH LEVEL BOTTOMS, WITH THE WIDTH TWICE THE DIAMETER OF ROOT BALL. THE ROOT BALL SHALL REST ON UNDISTURBED SUBGRADE. EACH PLANT PIT SHALL BE BACKFILLED IN LAYERS WITH THE FOLLOWING PREPARED SOIL MIXED THOROUGHLY:
• 1 PART PEAT MOSS
• 1 PART COMPOSTED COW MANURE BY VOLUME
• 3 PARTS TOPSOIL BY VOLUME
• 21 GRAMS 'AGRIFORM' PLANTING TABLETS (OR APPROVED EQUAL) AS FOLLOWS:
A) 2 TABLETS PER 1 GALLON PLANT
B) 3 TABLETS PER 5 GALLON PLANT
C) 4 TABLETS PER 15 GALLON PLANT
D) LARGER PLANTS: 2 TABLETS PER ½" CALIPER OF TRUNK

J. FILL PREPARED SOIL AROUND BALL OF PLANT HALF-WAY AND INSERT PLANT TABLETS. COMPLETE BACKFILL AND WATER THOROUGHLY.

K. ALL PLANTS SHALL BE PLANTED SO THAT THE TOP OF THE ROOT BALL, THE POINT AT WHICH THE ROOT FLARE BEGINS, IS SET AT GROUND LEVEL AND IN THE CENTER OF THE PIT. NO SOIL IS TO BE PLACED DIRECTLY ON TOP OF THE ROOT BALL.

L. ALL PROPOSED TREES DIRECTLY ADJACENT TO WALKWAYS OR DRIVEWAYS SHALL BE PRUNED AND MAINTAINED TO A MINIMUM BRANCHING HEIGHT OF 7' FROM GRADE.

M. GROUND COVER AREAS SHALL RECEIVE A ½" LAYER OF HUMUS RAKED INTO THE TOP 1" OF PREPARED SOIL PRIOR TO PLANTING. ALL GROUND COVER AREAS SHALL BE WEEDED AND TREATED WITH A PRE-EMERGENT CHEMICAL AS PER MANUFACTURER'S RECOMMENDATION.

N. NO PLANT, EXCEPT GROUND COVERS, GRASSES OR VINES, SHALL BE PLANTED LESS THAN TWO FEET (2') FROM EXISTING STRUCTURES AND SIDEWALKS.

O. ALL PLANTING AREAS AND PLANTING PITS SHALL BE MULCHED AS SPECIFIED HEREIN TO FILL THE ENTIRE BED AREA OR SAUCER. NO MULCH IS TO TOUCH THE TRUNK OF THE TREE OR SHRUB.

P. ALL PLANTING AREAS SHALL BE WATERED IMMEDIATELY UPON INSTALLATION IN ACCORDANCE WITH THE WATERING SPECIFICATIONS AS LISTED HEREIN.

10. TRANSPLANTING (WHEN REQUIRED)
A. ALL TRANSPLANTS SHALL BE DUG WITH INTACT ROOT BALLS CAPABLE OF SUSTAINING THE PLANT.

B. IF PLANTS ARE TO BE STOCKPILED BEFORE REPLANTING, THEY SHALL BE HEALED IN WITH MULCH OR SOIL, ADEQUATELY WATERED AND PROTECTED FROM EXTREME HEAT, SUN AND WIND.

C. PLANTS SHALL NOT BE DUG FOR TRANSPLANTING BETWEEN APRIL 10 AND JUNE 30.

D. UPON REPLANTING, BACKFILL SOIL SHALL BE AMENDED WITH FERTILIZER AND ROOT GROWTH HORMONE.

E. TRANSPLANTS SHALL BE GUARANTEED FOR THE LENGTH OF THE GUARANTEE PERIOD SPECIFIED HEREIN.

F. IF TRANSPLANTS DIE, SHRUBS AND TREES LESS THAN SIX INCHES (6") DBH SHALL BE REPLACED IN KIND. TREES GREATER THAN SIX INCHES (6") DBH MAY BE REQUIRED TO BE REPLACED IN ACCORDANCE WITH THE MUNICIPALITY'S TREE REPLACEMENT GUIDELINES.

11. WATERING
A. NEW PLANTINGS OR LAWN AREAS SHALL BE ADEQUATELY IRRIGATED BEGINNING IMMEDIATELY AFTER PLANTING. WATER SHALL BE APPLIED TO EACH TREE AND SHRUB IN SUCH MANNER AS NOT TO DISTURB BACKFILL AND TO THE EXTENT THAT ALL MATERIALS IN THE PLANTING HOLE ARE THOROUGHLY SATURATED. WATERING SHALL CONTINUE AT LEAST UNTIL PLANTS ARE ESTABLISHED.

B. SITE OWNER SHALL PROVIDE WATER IF AVAILABLE ON SITE AT TIME OF PLANTING. IF WATER IS NOT AVAILABLE ON SITE, CONTRACTOR SHALL SUPPLY ALL NECESSARY WATER. THE USE OF WATERING BAGS IS RECOMMENDED FOR ALL NEWLY PLANTED TREES.

C. IF AN IRRIGATION SYSTEM HAS BEEN INSTALLED ON THE SITE, IT SHALL BE USED TO WATER PROPOSED PLANT MATERIAL, BUT ANY FAILURE OF THE SYSTEM DOES NOT ELIMINATE THE CONTRACTOR'S RESPONSIBILITY OF MAINTAINING THE DESIRED MOISTURE LEVEL FOR VIGOROUS, HEALTHY GROWTH.

12. GUARANTEE
A. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANTS FOR A PERIOD OF ONE (1) YEAR FROM APPROVAL OF LANDSCAPE INSTALLATION BY THE APPROVING AGENCY. CONTRACTOR SHALL SUPPLY THE OWNER WITH A MAINTENANCE BOND FOR TEN PERCENT (10%) OF THE VALUE OF THE LANDSCAPE INSTALLATION WHICH WILL BE RELEASED AT THE CONCLUSION OF THE GUARANTEE PERIOD AND WHEN A FINAL INSPECTION HAS BEEN COMPLETED AND APPROVED BY THE OWNER OR AUTHORIZED REPRESENTATIVE.

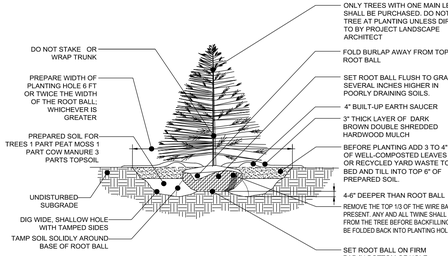
B. ANY DEAD OR DYING PLANT MATERIAL SHALL BE REPLACED FOR THE LENGTH OF THE GUARANTEE PERIOD. REPLACEMENT OF PLANT MATERIAL SHALL BE CONDUCTED AT THE FIRST SUCCEEDING PLANTING SEASON. ANY DEBRIS SHALL BE DISPOSED OF OFF-SITE, WITHOUT EXCEPTION.

C. TREES AND SHRUBS SHALL BE MAINTAINED BY THE CONTRACTOR DURING CONSTRUCTION AND THROUGHOUT THE 90 DAY MAINTENANCE PERIOD AS SPECIFIED HEREIN. CULTIVATION, WEEDING, WATERING AND THE PREVENTATIVE TREATMENTS SHALL BE PERFORMED AS NECESSARY TO KEEP PLANT MATERIAL IN GOOD CONDITION AND FREE OF INSECTS AND DISEASE.

D. LAWNS SHALL BE MAINTAINED THROUGH WATERING, FERTILIZING, WEEDING, MOWING, TRIMMING AND OTHER OPERATIONS SUCH AS ROLLING, REGARDING AND REPLANTING AS REQUIRED TO ESTABLISH A SMOOTH, ACCEPTABLE LAWN, FREE OF ERODED OR BARE AREAS.

13. CLEANUP
A. UPON THE COMPLETION OF ALL LANDSCAPE INSTALLATION AND BEFORE THE FINAL ACCEPTANCE, THE CONTRACTOR SHALL REMOVE ALL UNUSED MATERIALS, EQUIPMENT AND DEBRIS FROM THE SITE. ALL PAVED AREAS ARE TO BE CLEANED.

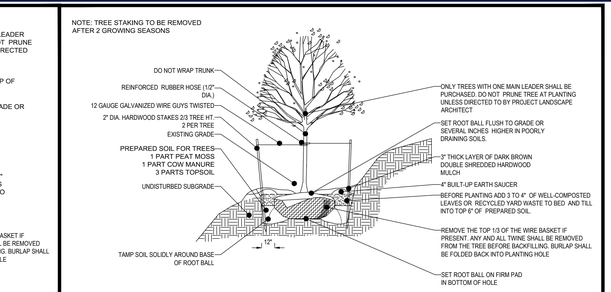
B. THE SITE SHALL BE CLEANED AND LEFT IN A NEAT AND ACCEPTABLE CONDITION AS APPROVED BY THE OWNER OR AUTHORIZED REPRESENTATIVE.



REFERENCE: ARCHITECTURAL GRAPHIC STANDARDS 1998 CUMULATIVE SUPPLEMENT.

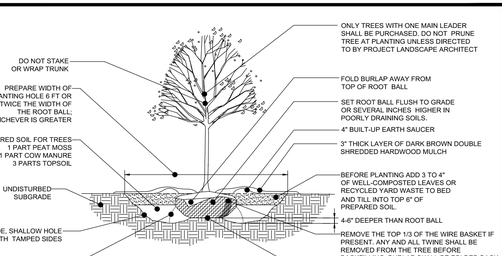
EVERGREEN TREE PLANTING DETAIL

NOT TO SCALE



TREE PLANTING ON SLOPE DETAIL

NOT TO SCALE



REFERENCE: ARCHITECTURAL GRAPHIC STANDARDS 1998 CUMULATIVE SUPPLEMENT.

DECIDUOUS TREE PLANTING DETAIL

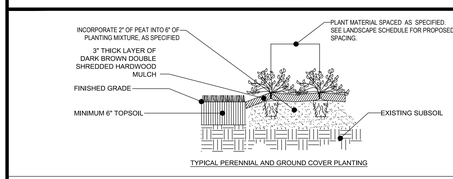
NOT TO SCALE

OWNER MAINTENANCE RESPONSIBILITIES

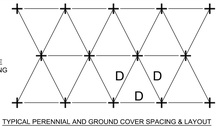
UPON OWNER'S (OR OWNER CONTRACTOR'S) COMPLETION OF LANDSCAPING WORK, THE OWNER IS FULLY RESPONSIBLE FOR ALL FUTURE MAINTENANCE, CARE, UPKEEP, WATERING, AND TRIMMING OF ALL INSTALLED VEGETATION, PLANTS, TREE, BUSHES, SHRUBS, GRASSES, GRASS, ORNAMENTAL PLANTS AND FLOWERS, FLOWERS, GROUND COVER, AND LANDSCAPING, INCLUDING ALL LANDSCAPE ISLANDS AND AREAS ADJACENT OR PART OF THE LANDSCAPED AREAS. THIS RESPONSIBILITY INCLUDES, BUT IS NOT LIMITED TO, THE FOLLOWING:

- TREES ADJACENT TO WALKWAYS AND AREAS OF PEDESTRIAN TRAFFIC MUST BE MAINTAINED TO ASSURE THAT ANY BRANCHES MUST BE LIMBED UP TO A CLEARANCE HEIGHT OF 7' FT. (FROM ALL PEDESTRIAN SURFACES) OR PRUNED BACK TO AVOID ANY INTERFERENCE WITH THE TYPICAL PATH OF TRAVEL.
- TREES WITHIN VEHICULAR SIGHT LINES, AS ILLUSTRATED ON THE LANDSCAPE PLAN, ARE TO BE TRIMMED TO A CLEARANCE HEIGHT OF 7 FT. (FROM ALL PAVED, TRAVELED SURFACES), OR AS OTHERWISE INDICATED ON THE PLANS.
- VEGETATIVE GROUND COVER, SHRUBS AND ORNAMENTAL PLANTS AND GRASSES MUST BE TRIMMED SO THAT NO PORTION OF THE PLANT EXCEEDS 30 INCHES ABOVE GRADE (OF ALL PAVED, TRAVEL SURFACES) ALONG AND WITHIN THE SIGHT LINES OF PARKING LOTS AND INGRESS-EGRESS WAYS.
- FALLEN PLANT FLOWERS, FRUIT, SEEDS AND DEBRIS DROPPINGS ARE TO BE REMOVED IMMEDIATELY FROM VEHICULAR AND PEDESTRIAN TRAFFIC AREAS TO PREVENT TRIPPING, SLIPPING OR ANY OTHER HAZARDS.

THESE REQUIREMENTS DO NOT AFFECT THE PLANT LIFE GUARANTEES THE LANDSCAPE CONTRACTOR IS REQUIRED TO PROVIDE.



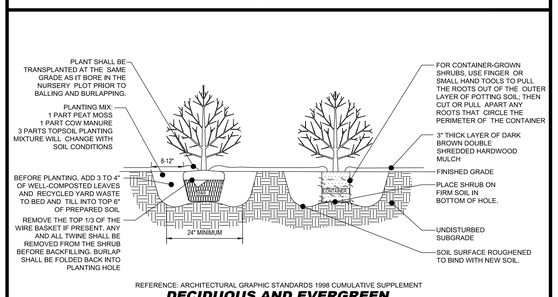
TYPICAL PERENNIAL AND GROUND COVER PLANTING

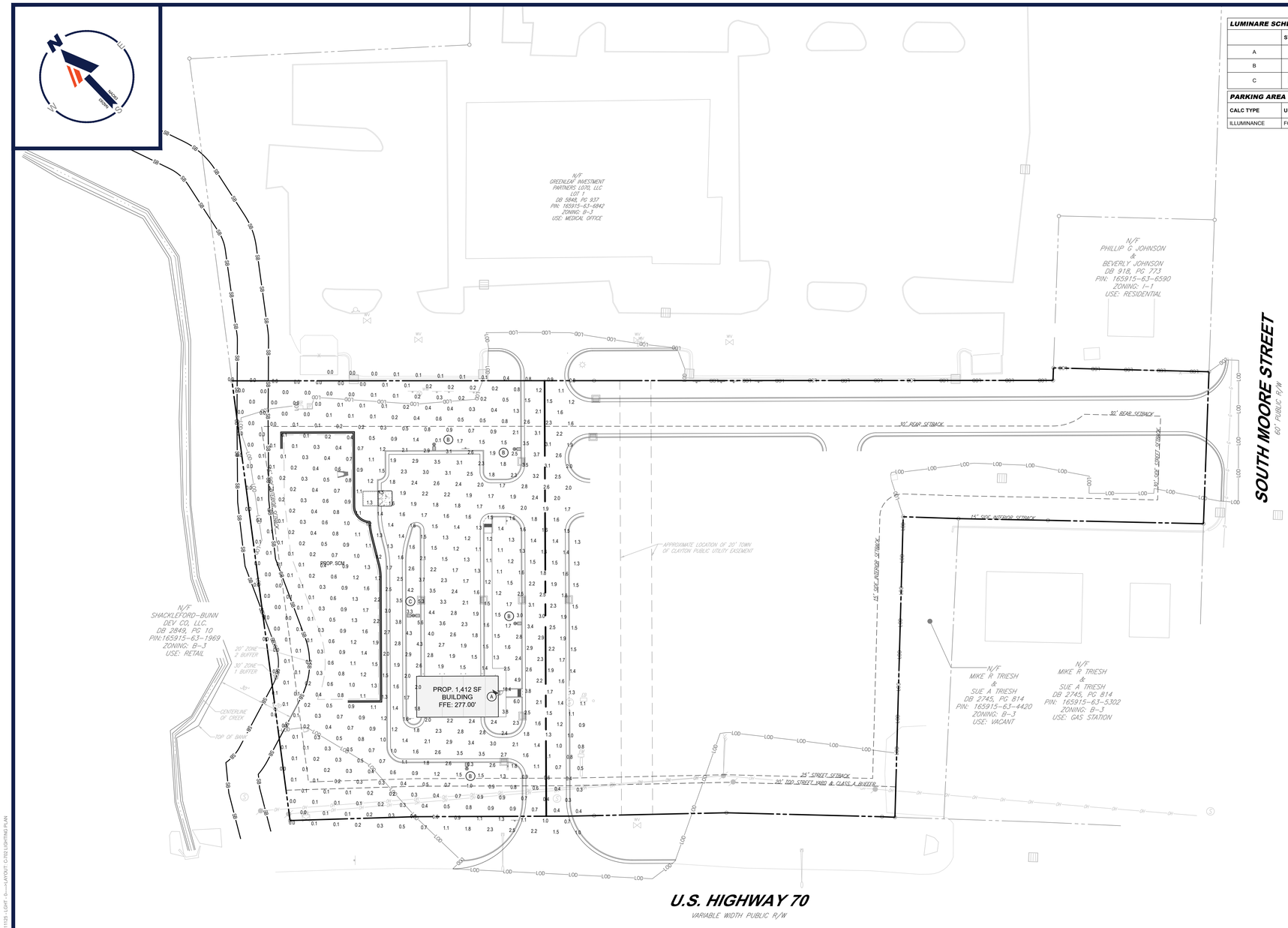


TYPICAL PERENNIAL AND GROUND COVER SPACING & LAYOUT

PERENNIAL/GROUND COVER PLANTING DETAIL

NOT TO SCALE


PLANT SHALL BE TRANSPLANTED AT THE SAME GRADE AS IT BORE IN THE NURSERY PLOT PRIOR TO BALLING AND BURLAPPING.
PLANTING MIX: 1 PART PEAT MOSS 1 PART COW MANURE 3 PARTS TOPSOIL PLANTING MIXTURE WILL CHANGE WITH SOIL CONDITIONS
8-12"
BEFORE PLANTING, ADD 3 TO 4" OF WELL-COMPOSTED LEAVES AND RECYCLED YARD WASTE TO BED AND TILL INTO TOP 6" OF PREPARED SOIL.
REMOVE THE TOP 1/3 OF THE WIRE BASKET IF PRESENT. ANY AND ALL TWINE SHALL BE REMOVED FROM THE SHRUB BEFORE BACKFILLING. BURLAP SHALL BE FOLDED BACK INTO PL



LUMINARE SCHEDULE

	SYMBOL	QTY	LABEL	MOUNTING HEIGHT
A		1	RAB02600	10'
B		4	ECF-S-32L-1_2A-NW-G2-3	25'
C		1	ECF-S-32L-1_2A-NW-G2-3 DOUBLE FIXTURE @180°	25'

PARKING AREA CALCULATION SUMMARY

CALC TYPE	UNITS	AVG	MAX	MIN.	PARKING AVG/MIN RATIO
ILLUMINANCE	FC	2.15	4.4	1.0	2.15

LIGHTING PLAN NOTES:

1. ALL POLL MOUNTED FIXTURES WILL BE MOUNTED AT A HEIGHT OF 25' ABOVE GRADE.
2. CONTRACTOR TO REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATION AND MOUNTING HEIGHT OF ALL BUILDING MOUNTED FIXTURES.
3. ALL FIXTURES SHALL BE CUT OFF LIGHT FIXTURES.

30 15 7.5 0 30
1"=30'

Oct 10, 2022
H:\2021\NCR211125\CAD\DRAWINGS\PLAN SETS\NCR211125_1-LIGHT_0-----LAYOUT C-702 LIGHTING PLAN

BOHLER
BOHLER ENGINEERING NC, PLLC
SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
SURFACE WATER QUALITY
PERMITTING SERVICES
TRANSPORTATION SERVICES

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REVISIONS

REV	DATE	COMMENT	DRAWN BY / CHECKED BY
1	8-5-22	TOWN OF CLAYTON COMMENTS	RMG / WES
2	8-29-22	TOWN OF CLAYTON COMMENTS	RMG / WES
3	10-10-22	TOWN OF CLAYTON COMMENTS	RMG / WES

811 Know what's below. Call before you dig.
ALWAYS CALL 811
It's fast. It's free. It's the law.

ISSUED FOR MUNICIPAL & AGENCY REVIEW & APPROVAL

THIS DRAWING IS INTENDED FOR MUNICIPAL AND/OR AGENCY REVIEW AND APPROVAL. IT IS NOT INTENDED AS A CONSTRUCTION DOCUMENT UNLESS INDICATED OTHERWISE.

PROJECT No.:	NCR211125
DRAWN BY:	RMG
CHECKED BY:	WES
DATE:	4-1-22
CAD I.D.:	LGHT - 1

PROJECT:

SITE PLAN DOCUMENTS

FOR

PROPOSED DEVELOPMENT

US HWY 70 BUS WEST
& S MOORE STREET
CLAYTON, NC 27520
JOHNSTON COUNTY

BOHLER
BOHLER ENGINEERING NC, PLLC
NCBELS P-1132
4130 PARKLAKE AVENUE, SUITE 130
RALEIGH, NC 27612
Phone: (919) 578-9000
NC@BohlerEng.com

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 051703 WILLIS E. SWARINGEN
10/10/22

SHEET TITLE:

LIGHTING PLAN

SHEET NUMBER:

C-702

REVISION 3 - 10-10-22

GARDCO by Signify

Site & Area

EcoForm

ECF-S small area light

Gardco EcoForm Gen-2 combines economy with performance in an LED area luminaire. Capable of delivering up to 26,400 lumens or more in a compact, low profile LED luminaire. EcoForm offers a new level of customer value. EcoForm features an innovative retrofit arm kit, simplifying site conversions to LED by eliminating the need to drill additional holes in most existing poles. Integral control systems available for further energy savings. Includes Service Tag, our innovative way to provide assistance throughout the life of the product.

Project:
Location:
Cat.No:
Type:
Lamps: Qty:
Notes:

Ordering guide

example: ECF-S-64L-900-NW-G2-AR-S-120-HIS-MGY

Prefix	Number of LEDs	Drive Current	LED Color – Generation	Mounting	Distribution	Voltage	Options: Dimming controls	Motion sensing lens	Photocontrol	Electrical	Luminaire	Finish
ECF-S												
ECF-S EcoForm site and area, small	**32L** 32 LEDs (2 modules)	**530** 530mA **700** 700mA **1A** 1050mA **900** 900mA **1.2A** 1200mA	**WW-G2** Warm White 3000K, 70CRI Generation 2 **NW-G2** Neutral White 4000K, 70CRI Generation 2 **CW-G2** Cool White 5000K, 70CRI Generation 2	**AR** Arm Mount (standard) The following mounts kits must be ordered separately (See accessories): **SF** Slip Fitter Mount[1] (fits to 2 ⅛" O.D. tenon) **WS** Wall mount with surface conduit rear entry permitted **RAM** Retrofit arm mount kit[2]	**Type 2** 2 Type 2 **2-90** Rotated left 90° **2-270** Rotated right 270° **Type 3** 3 Type 3 **3-90** Rotated left 90° **3-270** Rotated right 270° **Type 4** 4 Type 4 **4-90** Rotated left 90° **4-270** Rotated right 270° **Type 5** 5 Type 5 **5W** Type 5W **AFR** Auto Front Row **AFR-90** Auto Front Row, Rotated left 90° **AFR-270** Auto Front Row, Rotated right 270°	**120** 120V **208** 208V **240** 240V **277** 277V **347** 347V **480** 480V **UNV** 120-277V (50/60Hz) **HVU** 347-480V (50/60Hz)	**D0** 0-10V External dimming (by others)[6] **DCC** Dual Circuit Control[10] **FAWS** Field Adjustable Wireless Sensor Interface for SiteWise[10,11] **SW** Integral wireless module[10,11] **BL** Bi-level functionality[6] **DynaDimmer:** Automatic Profile Dimming **CS50** Safety 50% Dimming, 7 hours[12] **CMS50** Median 50% Dimming, 8 hours[12] **CE50** Economy 50% Dimming, 9 hours[12] **DA50** All Night 50% Dimming[12] **CS30** Safety 30% Dimming, 7 hours[12] **CMS30** Median 30% Dimming, 8 hours[12] **CE30** Economy 30% Dimming, 9 hours[12] **DA30** All Night 30% Dimming[12]	**IMR3** Integral with 360° #3 lens[14] **IMR7** Integral with #7 lens[14] **IMRO** Pole-mounted motion sensor[14] (see accessories)	**PCB** Photocontrol, Button[15] **TLRDS** Twist-Lock Receptacle 5 Pin[15] **TLRDT** Twist-Lock Receptacle 7 Pin[15] **TLRPC** Twist-Lock Receptacle w/ Photocell[15]	**Fusing** **F1** Single (120, 277, 347VAC)[6] **F2** Double (208, 240, 480VAC)[6] **Pole Mount Fusing** **FP1** Single (120, 277, 347VAC)[6] **FP2** Double (208, 240, 480VAC)[6] **FP3** Canadian Double Pull (208, 240, 480VAC)[6] **Surge Protection** (ODAA standard) **SP2** Increased 20kA	Square Pole Adapter Included in standard product **TB** Terminal Block[16] **RPA** Round Pole Adapter (fits to 3"-11" O.D. pole)[16] **HIS** Internal Housing Side Shield[14]	**Textured** **BK** Black **WH** White **BZ** Bronze **DGT** Dark Gray **MGY** Medium Gray **Customer specified** **RAL** Specify optional color or RAL: (ex: RAL7024) **CC** Custom color (Must supply color chip for required factory quote)

1. BL-IMR3/7 equipped with out-boarded sensor housing when voltage is HVU (347-480V)
2. Mounts to a 4" round pole with adapter included for square poles.
3. Limited to a maximum of 45 degrees aiming above horizontal.
4. Not available with other dimming control options.
5. Not available with motion sensor.
6. Not available with photocontrol.
7. Available only in 120 or 277V.
8. Not available in 347 or 480V
9. Must specify input voltage.
10. Dimming will not be connected to NEMA receptacle if ordering with other control options.
11. Not available in 480V.
12. Not available with DCC.
13. Not available with SF and WS. RPAs provided with black finish standard.
14. HIS not available with Type 5 and SW optics.
15. Available only with SW, LLC, and BL control options.
16. Available only with SW and BL control options.

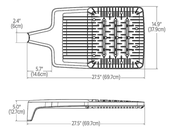
ECF-S EcoForm small

Area luminaire

Dimensions

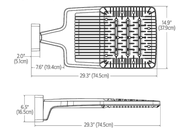
Standard Arm (AR)

Weight: 22 Lbs (9.9 Kg) EPA: 0.21ft² (.019m²)



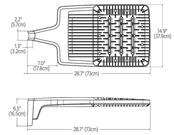
Wall (WS)

Weight: 27 Lbs. (12. 2Kg)EPA: 0.27ft² (.025m²)



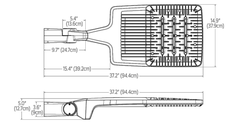
Retrofit Arm (RAM)

Weight: 24 Lbs (10.9 Kg) EPA: 0.24ft² (.022m²)

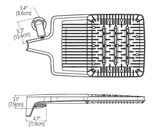


Slip fitter (SF)

Weight: 27 Lbs (12.2 Kg) EPA: 0.33ft² (.031m²)

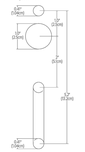


Outboard IMR-HVU sensor



Standard Arm (AR) drill pattern

Retrofit Arm (RAM) drill pattern



SLIM37YW

RAB LIGHTING

37, 57 and 62 Watt SLIM Wallpacks are designed to cover the footprint of most traditional wallpacks. They are suitable for mounting heights from 20' to 30', and replace HID Wattages from 200W MH to 320W MH. These ultra-high efficiency fixtures are available in cutoff or full cutoff models.

Color: White Weight: 7.5 lbs

Project:	Type:
Prepared By:	Date:

Driver Info

Type:	Constant Current
120V:	0.31A
208V:	0.19A
240V:	0.16A
277V:	0.14A
Input Watts:	35W
Efficiency:	N/A

LED Info

Watts:	37W
Color Temp:	3000K
Color Accuracy:	71 CRI
L70 Lifespan:	100000
Lumens:	3857
Efficacy:	104 LPW

Technical Specifications

Listings

UL Listing:

Suitable for wet locations. Wall Mount only.

IESNA LM-79 & LM-80 Testing:

RAB LED luminaires have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80, and have received the Department of Energy "Lighting Facts" label.

Construction

Footprint:

Designed to replace RAB HID IWP1 wallpacks, both in size and footprint template, so upgrading to LED is easy and seamless.

IP Rating:

Ingress Protection rating of IP66 for dust and water

Cold Weather Starting:

Minimum starting temperature is -40° F (-40° C)

Maximum Ambient Temperature:

Suitable for use in 104° F (40°C) ambient temperatures

Housing:

Precision die-cast aluminum housing and door frame.

Mounting:

Die-cast back box with four (4) conduit entry points and knockout pattern for junction box or direct wall mounting. Hinged housing and bubble level for easy installation.

Cutoff:

Cutoff (7.5°)

Recommended Mounting Height:

Up to 20 ft.

Lens:

Microprismatic diffusion glass lens reduces glare and has smooth and even light distribution.

Reflector:

Specular thermoplastic.

Gaskets:

The unique design of the tight-lock gasket ensures no water or environmental elements will ever get inside the SLIM.

Finish:

Formulated for high-durability and long lasting color.

Green Technology:

Mercury and UV free. RoHS compliant components. Polyester powder coat finish formulated without the use of VOC or toxic heavy metals.

LED Characteristics

LED:

Long-life, high-efficiency, micro-power, surface mount LEDs; binned and mixed for uniform light output and color.

Lifespan:

100,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations.

Correlated Color Temp. (Nominal CCT):

3000K

Color Stability:

LED color temperature is warrantied to shift no more than 200K in CCT over a 5 year period.

Color Consistency:

7-step MacAdam Ellipse binning to achieve consistent fixture-to-fixture color.

Electrical

Driver:

Constant Current, 100-277V. 50/60Hz, 100-277VAC 0.6A, 4kV Surge Protection, 700mA, Power Factor 99.3%.

Other

Accessories:

Available accessories include polyshield and wire guard. Click to see all accessories.

California Title 24:

See SLIM37/BL for a 2013 California Title 24 compliant product. Any additional component requirements will be listed in the Title 24 section under technical specifications on the product page.

Patents:

The design of the SLIM™ is protected by patents pending in US, Canada, China, Taiwan and Mexico.

Warranty:

RAB warrants that our LED products will be free from defects in materials and workmanship for a period of five (5) years from the date of delivery to the end user, including coverage of light output, color stability, driver performance and fixture finish.

Buy American Act Compliant:

This product is a COTS item manufactured in the United States, and is compliant with the Buy American Act.

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SLIM37YW

RAB LIGHTING

Technical Specifications (continued)

Other

Recovery Act (ARRA) Compliant:

This product complies with the 52.225-21 "Required Use of American Iron, Steel, and Manufactured Goods– Buy American Act– Construction Materials (October 2010).

GSA Schedule:

Suitable in accordance with FAR Subpart 25.4.

HID Replacement Range:

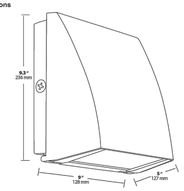
Replaces 200W Metal Halide.

Optical

BUG Rating:

B1 U1 G1

Dimensions



Features

- Covers footprint of most traditional wallpacks
- Easy installation with hinged access, bubble level and multiple conduit entries
- Tight-lock gasket keeps elements out
- 100,000-hour LED lifespan
- 5-Year warranty

Ordering Matrix

Family	Cutoff	Watts	Color Temp	Finish	Photocell	Bi-Level
SLIM	**Blank** = Standard **C** = Cutoff **FC** = Full Cutoff	**62** = 62W **57** = 57W **37** = 37W	**Blank** = 5000K (Cool) **Y** = 3000K (Warm) **N** = 4000K (Neutral)	**Blank** = Bronze **W** = White	**Blank** = No Photocell **/PC** = 120V Button **/PC2** = 277V Button **/PCS** = 120V Swivel **/PCS2** = 277V Swivel	**Blank** = No Bi-Level **/BL** = Bi-Level (57W & 62W)

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REVISIONS

REV	DATE	COMMENT	DRAWN BY / CHECKED BY
1	8-5-22	TOWN OF CLAYTON COMMENTS	RMG / WES
2	8-29-22	TOWN OF CLAYTON COMMENTS	RMG / WES
3	10-10-22	TOWN OF CLAYTON COMMENTS	RMG / WES

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PROJECT No.: NCR211125
DRAWN BY: RMG
CHECKED BY: WES
DATE: 4-1-22
CAD I.D.: LGHT - 1

PROJECT:

SITE PLAN DOCUMENTS

FOR

PROPOSED DEVELOPMENT

US HWY 70 BUS WEST
& S MOORE STREET
CLAYTON, NC 27520
JOHNSTON COUNTY

BOHLER ENGINEERING NC, PLLC
NCBELS P-1132
4130 PARKLAKE AVENUE, SUITE 130
RALEIGH, NC 27612
Phone: (919) 578-9000
NC@BohlerEng.com

NORTH CAROLINA PROFESSIONAL SEAL 054703 ENGINEER JUSTIN C. SWARTZ 10/10/22

SHEET TITLE:

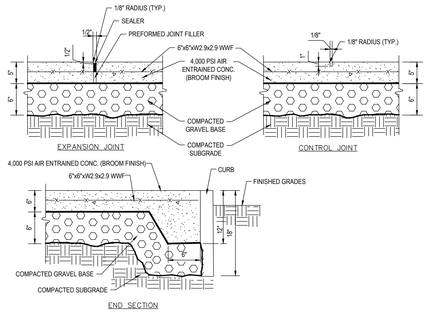
LIGHTING DETAILS

SHEET NUMBER:

C-703

REVISION 3 - 10-10-22

Oct 10, 2022
H:\2021\NCR211125\CAD\DRAWINGS\PLAN SETS\NCR211125 - LGHT - 0.----LAYOUT - C703 LIGHTING DETAILS.dwg

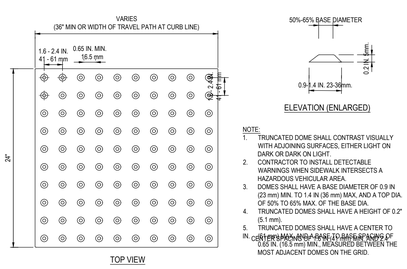


NOTES: TO BE USED FOR BUILDING SURROUND AND OTHER CONCRETE WALKS. USE CHAIRS TO SUPPORT REINFORCING STEEL DURING POUR. VARIES SEE PLAN

1. SEE SITE PLAN FOR WIDTH AND GRADES
2. PROVIDE MINIMUM 1/8"/FT. CROSS-SLOPE
3. PROVIDE CONTROL JOINTS 5'-0" O.C. MIN.
4. PROVIDE EXPANSION JOINTS 20'-0" O.C. MIN.

TYPICAL CONCRETE SIDEWALK

N.T.S.

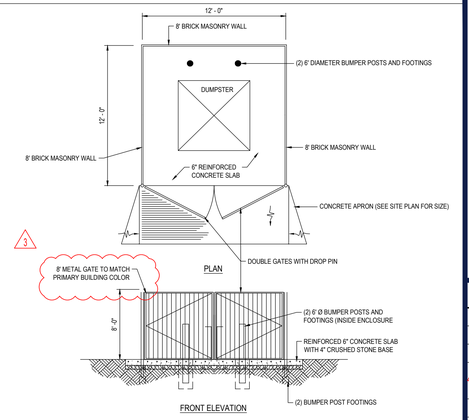


NOTE:
1. TRUNCATED DOME SHALL CONTRAST VISUALLY WITH ADJOINING SURFACES, EITHER LIGHT ON DARK OR DARK ON LIGHT.
2. CONTRACTOR TO INSTALL DETECTABLE WARNINGS WHEN SIDEWALK INTERSECTS A HAZARDOUS VEHICULAR AREA.
3. DOMES SHALL HAVE A BASE DIAMETER OF 0.9 IN (23 mm) MIN. TO 1.4 IN (36 mm) MAX. AND A TOP DIA. OF 50% TO 65% MAX. OF THE BASE DIA.
4. TRUNCATED DOMES SHALL HAVE A HEIGHT OF 0.2" (5.1 mm).
5. TRUNCATED DOMES SHALL HAVE A CENTER TO CENTER SPACING OF 1.6 IN (41 mm) MIN. TO 2.4 IN (61 mm) MAX. AND A BASE-TO-BASE SPACING OF 0.65 IN. (16.5 mm) MIN., MEASURED BETWEEN THE MOST ADJACENT DOMES ON THE GRID.

NOTE TO DESIGNER:
IF A WALK CROSSES OR ADJOINS A VEHICULAR WAY WHERE THE WALKING SURFACE AND PAVEMENT ARE NOT SEPERATED BY CURBS, RAILING OR OTHER ELEMENTS, THE BOUNDARY BETWEEN THE AREA SHALL BE DEFINED BY A CONTINUOUS DETECTABLE WARNING WHICH IS MIN. 36" WIDE (ADA ACCESSIBLE GUIDELINES PRINTED 11-4-06) AND MIN. 24" DEPTH.

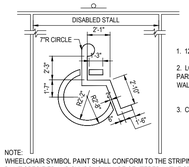
DETECTABLE WARNING SURFACE

N.T.S.



TRASH ENCLOSURE WITH MASONRY WALL

N.T.S.

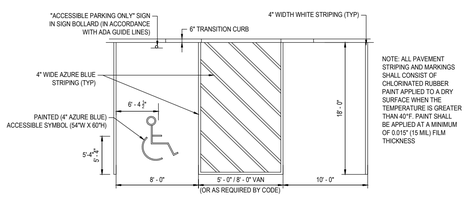


1. 12"x18", 5' TO BOTTOM OF SYMBOL
2. LOCATED SO THAT IT CANNOT BE OBSCURED BY A CAR PARKED IN THE SPACE (2' BEHIND CURB OR 2' BEHIND WALK, AS APPLICABLE)
3. CONFORM TO LOCAL CODES

NOTE:
WHEELCHAIR SYMBOL PAINT SHALL CONFORM TO THE STRIPING PAINT SPECIFIED AND SYMBOL SHALL BE CENTERED IN THE STALL

ACCESSIBLE PARKING SPACE PAINTING DETAIL

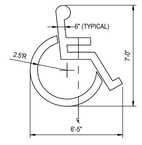
N.T.S.



NOTE: ALL PAVEMENT STRIPING AND MARKINGS SHALL CONSIST OF CHLORINATED RUBBER PAINT APPLIED TO A DRY SURFACE WHEN THE TEMPERATURE IS GREATER THAN 40°F. PAINT SHALL BE APPLIED AT A MINIMUM OF 0.015" (15 MIL) FILM THICKNESS

HANDICAPPED STALL MARKINGS & PARKING LOT STRIPING DETAIL

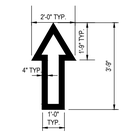
N.T.S.



LOCATE AT EDGE OF PARKING SPACE UNLESS ACCOMPANIED BY "VAN" LETTERING

ACCESSIBLE PARKING SYMBOL

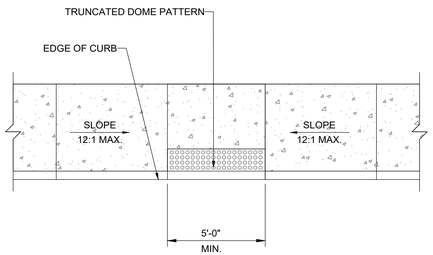
N.T.S.



NOTE: ALL TRAFFIC FLOW ARROWS TO BE REFLECTIVE WHITE PAINT PER SPECS.

TRAFFIC FLOW ARROW

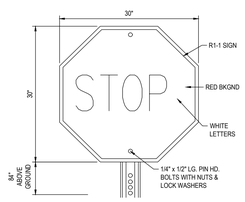
N.T.S.



NOTE:
ADA ACCESSIBLE RAMP CONSTRUCTION SHALL CONFORM TO CURRENT ADA ACCESSIBLE GUIDELINES.

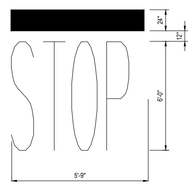
ADA ACCESSIBLE RAMP DETAIL

NOT TO SCALE



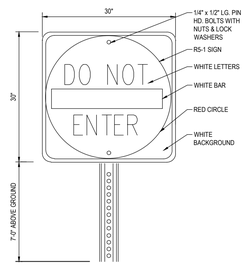
STOP SIGN

N.T.S.



"STOP" BAR DETAIL

N.T.S.



"DO NOT ENTER" SIGN

N.T.S.

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REV	DATE	COMMENT	DRAWN BY / CHECKED BY
1	8-5-22	TOWN OF CLAYTON COMMENTS	RMG / WES
2	8-29-22	TOWN OF CLAYTON COMMENTS	RMG / WES
3	10-10-22	TOWN OF CLAYTON COMMENTS	RMG / WES

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PROJECT No.:	NCR211125
DRAWN BY:	RMG
CHECKED BY:	WES
DATE:	4-1-22
CAD I.D.:	CNDS - 1

PROJECT:

SITE PLAN DOCUMENTS

FOR

PROPOSED DEVELOPMENT

US HWY 70 BUS WEST
& S MOORE STREET
CLAYTON, NC 27520
JOHNSTON COUNTY

BOHLER
BOHLER ENGINEERING NC, PLLC
NCBELS P-1132
4130 PARKLAKE AVENUE, SUITE 130
RALEIGH, NC 27612
Phone: (919) 578-9000
NC@BohlerEng.com

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 054703 WILLIS E. SWARINGEN 10/10/22

SHEET TITLE:

SITE DETAILS

SHEET NUMBER:

C-900

REVISION 3 - 10-10-22

Oct 10, 2022
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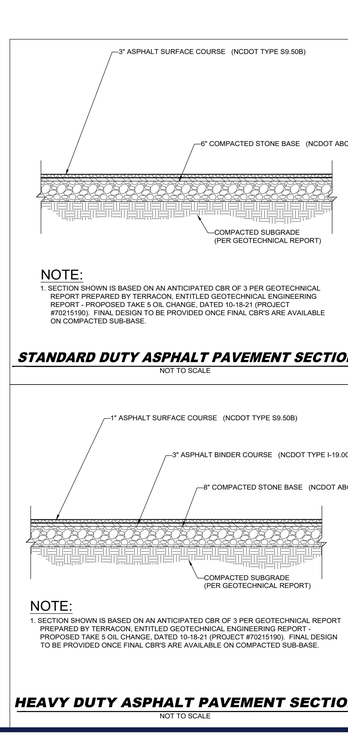
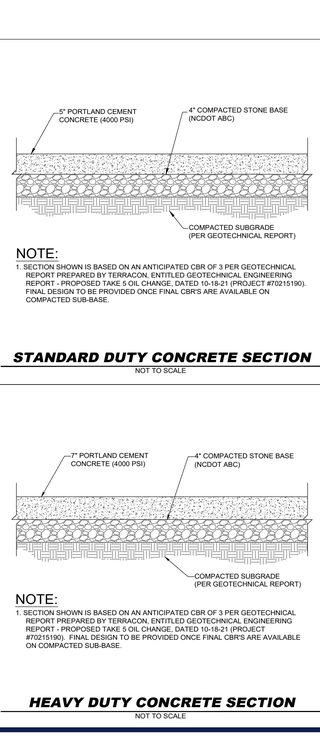


NOTE:

1. SECTION SHOWN IS BASED ON AN ANTICIPATED CBR OF 3 PER GEOTECHNICAL REPORT PREPARED BY TERRACON, ENTITLED GEOTECHNICAL ENGINEERING REPORT - PROPOSED TAKE 5 OIL CHANGE, DATED 10-18-21 (PROJECT #70215190). FINAL DESIGN TO BE PROVIDED ONCE FINAL CBR'S ARE AVAILABLE ON COMPACTED SUB-BASE.

STANDARD DUTY ASPHALT PAVEMENT SECTION

NOT TO SCALE



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STANDARD DUTY CONCRETE SECTION

NOT TO SCALE

NOTE:

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HEAVY DUTY ASPHALT PAVEMENT SECTION

NOT TO SCALE

NOTE:

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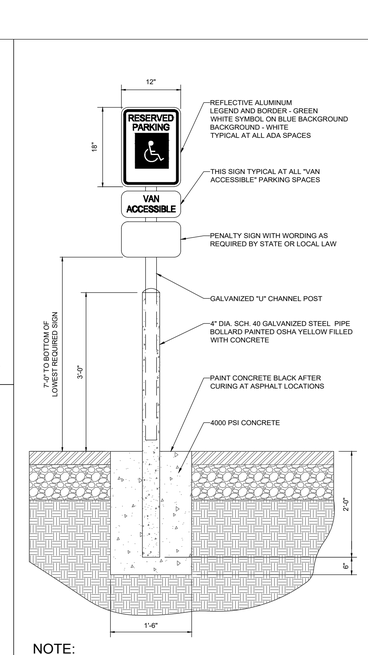
HEAVY DUTY CONCRETE SECTION

NOT TO SCALE



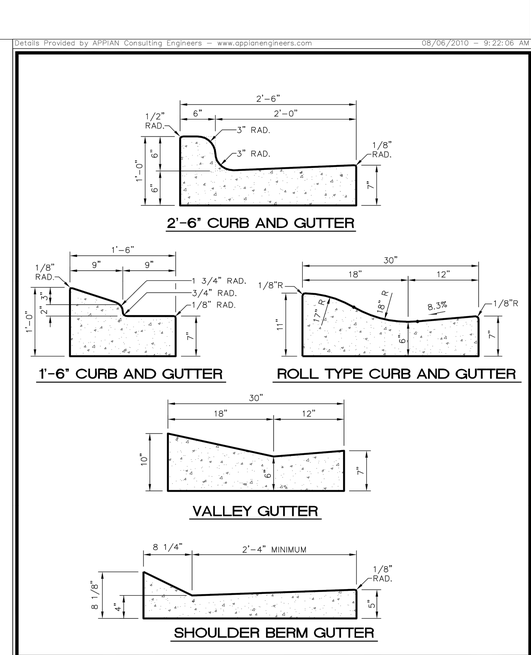
NOTE:

ONE AT EACH ADA SPACE. WHERE ADA SPACES FACE EACH OTHER WITHOUT WALKWAY, THERE SHALL BE ONE POST WITH SIGNS MOUNTED BOTH SIDES

BOLLARD MOUNTED ADA PARKING SIGN DETAIL

NOT TO SCALE

Details Provided by APPIAN Consulting Engineers - www.appianengineers.com 08/06/2010 - 9:22:06 AM



TOWN of CLAYTON

USE WITH THE TOWN of CLAYTON STANDARD SPECIFICATIONS ONLY

CONCRETE CURB AND GUTTER SECTIONS

SCALE: Not To Scale

DETAIL # 5402.01

REVISION DATE: July, 2010

SHEET #: 1 of 2

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PROJECT No.: NCR211125
DRAWN BY: RMG
CHECKED BY: WES
DATE: 4-1-22
CAD I.D.: CNDS - 1

PROJECT:

SITE PLAN DOCUMENTS

FOR

TAKE 5 OIL CHANGE

PROPOSED DEVELOPMENT

US HWY 70 BUS WEST
& S MOORE STREET
CLAYTON, NC 27520
JOHNSTON COUNTY

BOHLER
BOHLER ENGINEERING NC, PLLC
NCBELS:P-1132
4130 PARKLAKE AVENUE, SUITE 130
RALEIGH, NC 27612
Phone: (919) 578-9000
NC@BohlerEng.com

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 051703 I, L. E. SWAYNE 10/10/22

SHEET TITLE:

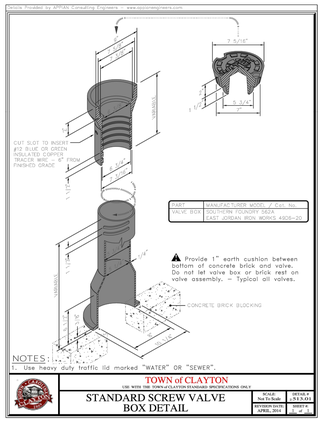
SITE DETAILS

SHEET NUMBER:

C-901

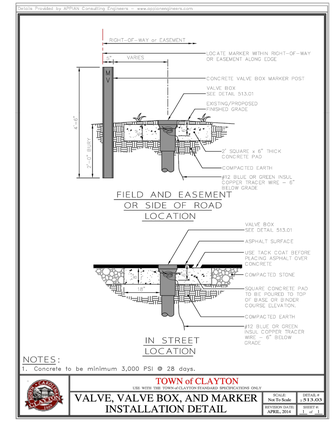
REVISION 3 - 10-10-22

Oct 10, 2022
H:\2021\NCR211125\CAD\DRAWINGS\PLAN SET\NCR211125 - CNDS - 0----LAYOUT C-901 SITE DETAILS



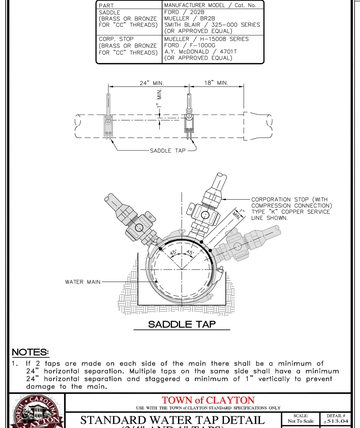
NOTES:
1. Use heavy duty traffic lid marked "WATER" OR "SEWER".

TOWN of CLAYTON	
USE WITH THE TOWN of CLAYTON STANDARD SPECIFICATIONS ONLY	
STANDARD SCREW VALVE BOX DETAIL	SCALE: Not To Scale; DETAIL # S-13.5.03; REVISION DATE: APRIL 2014; SHEET # 1 of 1



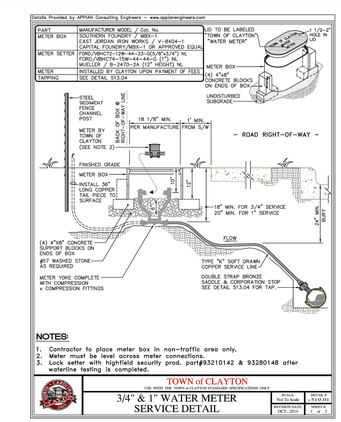
NOTES:
1. Concrete to be minimum 3,000 PSI @ 28 days.

TOWN of CLAYTON	
USE WITH THE TOWN of CLAYTON STANDARD SPECIFICATIONS ONLY	
VALVE, VALVE BOX, AND MARKER INSTALLATION DETAIL	SCALE: Not To Scale; DETAIL # S-13.5.03; REVISION DATE: APRIL 2014; SHEET # 1 of 1



NOTES:
1. If 2 taps are made on each side of the main there shall be a minimum of 24" horizontal separation. Multiple taps on the same side shall have a minimum 24" horizontal separation and staggered a minimum of 1" vertically to prevent damage to the main.

TOWN of CLAYTON	
USE WITH THE TOWN of CLAYTON STANDARD SPECIFICATIONS ONLY	
STANDARD WATER TAP DETAIL (3/4" AND 1" TAPS)	SCALE: Not To Scale; DETAIL # S-13.5.04; REVISION DATE: July, 2010; SHEET # 1 of 1



NOTES:
1. Contractor to place meter box in non-traffic area only.
2. Meter must be level across meter connections.
3. Lock setter with highfield security prod. part#93210142 & 93280148 after waterline testing is completed.

TOWN of CLAYTON	
USE WITH THE TOWN of CLAYTON STANDARD SPECIFICATIONS ONLY	
3/4" & 1" WATER METER SERVICE DETAIL	SCALE: Not To Scale; DETAIL # S-13.5.04; REVISION DATE: OCT. 2014; SHEET # 1 of 1

NOTES:
1. Contractor to place meter box in non-traffic area only.
2. Meter must be level across meter connections.
3. Lock setter with highfield security prod. part#93210142 & 93280148 after waterline testing is completed.

TOWN of CLAYTON	
USE WITH THE TOWN of CLAYTON STANDARD SPECIFICATIONS ONLY	
3/4" & 1" WATER METER SERVICE DETAIL	SCALE: Not To Scale; DETAIL # S-13.5.04; REVISION DATE: OCT. 2014; SHEET # 1 of 1

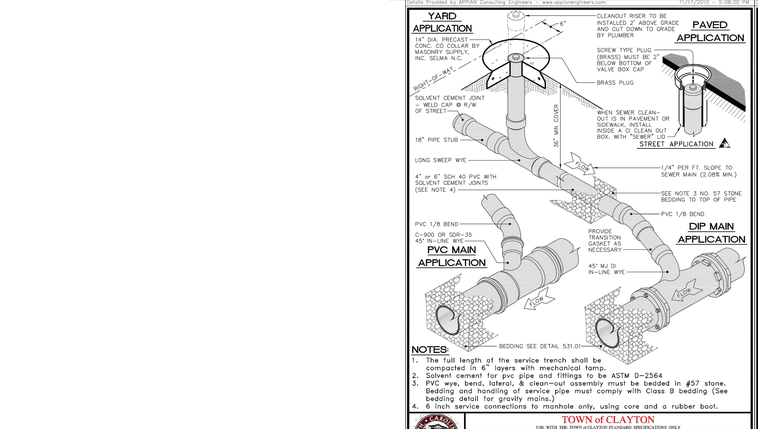
TOWN of CLAYTON	
USE WITH THE TOWN of CLAYTON STANDARD SPECIFICATIONS ONLY	
3/4" to 2" DCV, RPZ ASSEMBLY (ABOVE GROUND)	SCALE: Not To Scale; DETAIL # S-13.07; REVISION DATE: July, 2010; SHEET # 1 of 1

NOTES:
1. Foundation stone shall be required when soil conditions are unsuitable. See detail C01.02.
2. An additional 1 inch depth of bedding material will be required for each additional 2 feet of trench depth in excess of 16 feet up to a maximum of 12 inches.
3. Haunching depth for flexible wall pipe (C900 PVC and SDR35) shall be outside pipe diameter + 1 inch. Haunching shall be thoroughly compacted #57 or #67 stone.
4. Where rock is encountered, refer to detail 511.03 for subgrade preparation.
5. For all force mains, embedment to be Type 1 or 2 as shown on detail 511.02.

TOWN of CLAYTON	
USE WITH THE TOWN of CLAYTON STANDARD SPECIFICATIONS ONLY	
SANITARY SEWER PIPE LAYING CONDITIONS	SCALE: Not To Scale; DETAIL # S-31.01; REVISION DATE: July, 2010; SHEET # 1 of 1

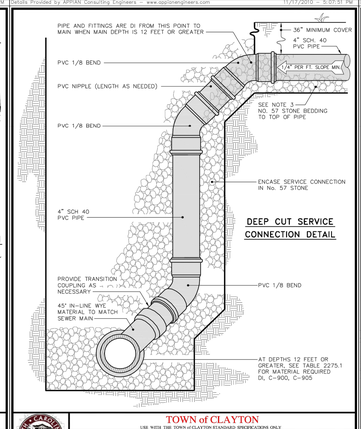
NOTES:
1. Concrete shelf should be no lower than the pipe spring line elevation at manhole wall.
2. Service line entries to have cast in place troughs.
3. Radius of invert must have enough room to be able to insert air plugs and TV equipment.
4. Concrete strength to be 3,000 PSI minimum.
5. Concrete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

TOWN of CLAYTON	
USE WITH THE TOWN of CLAYTON STANDARD SPECIFICATIONS ONLY	
TYPICAL SEWER INVERT PLANS FOR MANHOLES	SCALE: Not To Scale; DETAIL # S-32.01; REVISION DATE: July, 2010; SHEET # 1 of 1

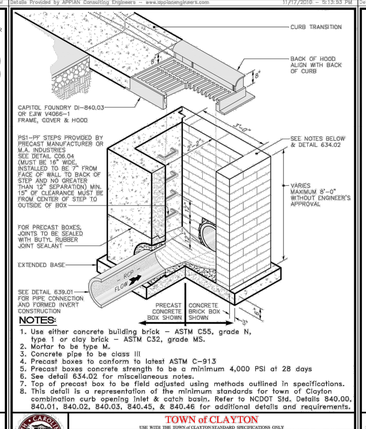


NOTES:
1. The full length of the service trench shall be compacted in 6" layers with mechanical tamp.
2. Solvent cement for pvc pipe and fittings to be ASTM D-2564
3. PVC wye, bend, lateral, & clean-out assembly must be bedded in #57 stone. Bedding and handling of service pipe must comply with Class B bedding (See bedding detail for gravity mains.)
4. 6 inch service connections to manhole only, using core and a rubber boot.

TOWN of CLAYTON	
USE WITH THE TOWN of CLAYTON STANDARD SPECIFICATIONS ONLY	
TYPICAL PVC SEWER LATERAL CLEANOUT WITH IN-LINE WYE	SCALE: Not To Scale; DETAIL # S-33.01; REVISION DATE: July, 2010; SHEET # 1 of 2

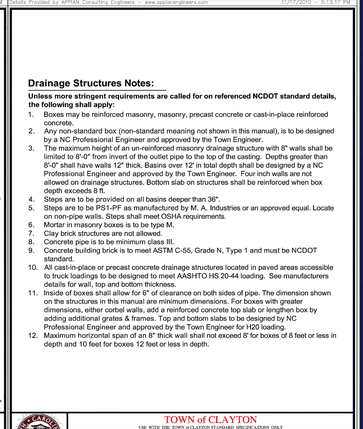


TOWN of CLAYTON	
USE WITH THE TOWN of CLAYTON STANDARD SPECIFICATIONS ONLY	
TYPICAL PVC SEWER LATERAL CLEANOUT WITH IN-LINE WYE	SCALE: Not To Scale; DETAIL # S-33.01; REVISION DATE: July, 2010; SHEET # 2 of 2



NOTES:
1. Use either concrete building brick – ASTM C55, grade N, type 1 or clay brick – ASTM C32, grade MS.
2. Mortar to be type M.
3. Concrete pipe to be class III
4. Precast boxes to conform to latest ASTM C–913
5. Precast boxes concrete strength to be a minimum 4,000 PSI at 28 days
6. See detail 634.02 for miscellaneous notes.
7. Top of precast box to be field adjusted using methods outlined in specifications.
8. This detail is a representaiton of the minimum standards for town of Clayton combination curb opening inlet & catch basin. Refer to NCDOT Std. Details 840.00, 840.01, 840.02, 840.03, 840.45, & 840.46 for additional details and requirements.

TOWN of CLAYTON	
USE WITH THE TOWN of CLAYTON STANDARD SPECIFICATIONS ONLY	
TYPICAL CATCH BASIN AND CURB INLET WITH HOOD	SCALE: Not To Scale; DETAIL # S-633.02; REVISION DATE: July, 2010; SHEET # 1 of 1



Drainage Structures Notes:

Unless more stringent requirements are called for on referenced NCDOT standard details, the following shall apply:

1. Boxes may be reinforced masonry, masonry, precast concrete or cast-in-place reinforced concrete.
2. Any non-standard box (non-standard meaning not shown in this manual), is to be designed by a NC Professional Engineer and approved by the Town Engineer.
3. The maximum height of an un-reinforced masonry drainage structure with 8" walls shall be limited to 8'-0" from invert of the outlet pipe to the top of the casting. Depths greater than 8'-0" shall have walls 12" thick. Basins over 12' in total depth shall be designed by a NC Professional Engineer and approved by the Town Engineer. Four inch walls are not allowed on drainage structures. Bottom slab on structures shall be reinforced when box depth exceeds 8 ft.
4. Steps are to be provided on all basins deeper than 36".
5. Steps are to be PS1-PF as manufactured by M. A. Industries or an approved equal. Locate on non-pipe walls. Steps shall meet OSHA requirements.
6. Mortar in masonry boxes is to be type M.
7. Clay brick structures are not allowed.
8. Concrete pipe is to be minimum class III.
9. Concrete building brick is to meet ASTM C-55, Grade N, Type 1 and must be NCDOT standard.
10. All cast-in-place or precast concrete drainage structures located in paved areas accessible to truck loadings to be designed to meet AASHTO HS 20-44 loading. See manufacturers details for wall, top and bottom thickness.
11. Inside of boxes shall allow for 6" of clearance on both sides of pipe. The dimension shown on the structures in this manual are minimum dimensions. For boxes with greater dimensions, either corbel walls, add a reinforced concrete top slab or lengthen box by adding additional grates & frames. Top and bottom slabs to be designed by NC Professional Engineer and approved by the Town Engineer for H20 loading.
12. Maximum horizontal span of an 8" thick wall shall not exceed 8' for boxes of 8 feet or less in depth and 10 feet for boxes 12 feet or less in depth.

TOWN of CLAYTON	
USE WITH THE TOWN of CLAYTON STANDARD SPECIFICATIONS ONLY	
DRAINAGE STRUCTURES NOTES	SCALE: Not To Scale; DETAIL # S-634.02; REVISION DATE: July, 2010; SHEET # 1 of 1

BOHLER
BOHLER ENGINEERING NC, PLLC
SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
PROJECT DESIGN & ESTIMATING
PERMITTING SERVICES
TRANSPORTATION SERVICES

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REVISIONS

REV	DATE	COMMENT	DRAWN BY / CHECKED BY
1	8-5-22	TOWN OF CLAYTON COMMENTS	RMG / WES
2	8-29-22	TOWN OF CLAYTON COMMENTS	RMG / WES
3	10-10-22	TOWN OF CLAYTON COMMENTS	RMG / WES

811 Know what's below. Call before you dig.
ALWAYS CALL 811
It's fast. It's free. It's the law.

ISSUED FOR MUNICIPAL & AGENCY REVIEW & APPROVAL

THIS DRAWING IS INTENDED FOR MUNICIPAL AND/OR AGENCY REVIEW AND APPROVAL. IT IS NOT INTENDED AS A CONSTRUCTION DOCUMENT UNLESS INDICATED OTHERWISE.

PROJECT No.:	NCR211125
DRAWN BY:	RMG
CHECKED BY:	WES
DATE:	4-1-22
CAD I.D.:	CNDS - 1

PROJECT:

SITE PLAN DOCUMENTS

FOR

PROPOSED DEVELOPMENT

US HWY 70 BUS WEST & S MOORE STREET
CLAYTON, NC 27520
JOHNSTON COUNTY

BOHLER
BOHLER ENGINEERING NC, PLLC
NCBELE-P-1132
4130 PARKLAKE AVENUE, SUITE 130
RALEIGH, NC 27612
Phone: (919) 578-9000
NC@BohlerEng.com

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 051705 WILLIS E. SWARINGEN 10/10/22

SHEET TITLE:

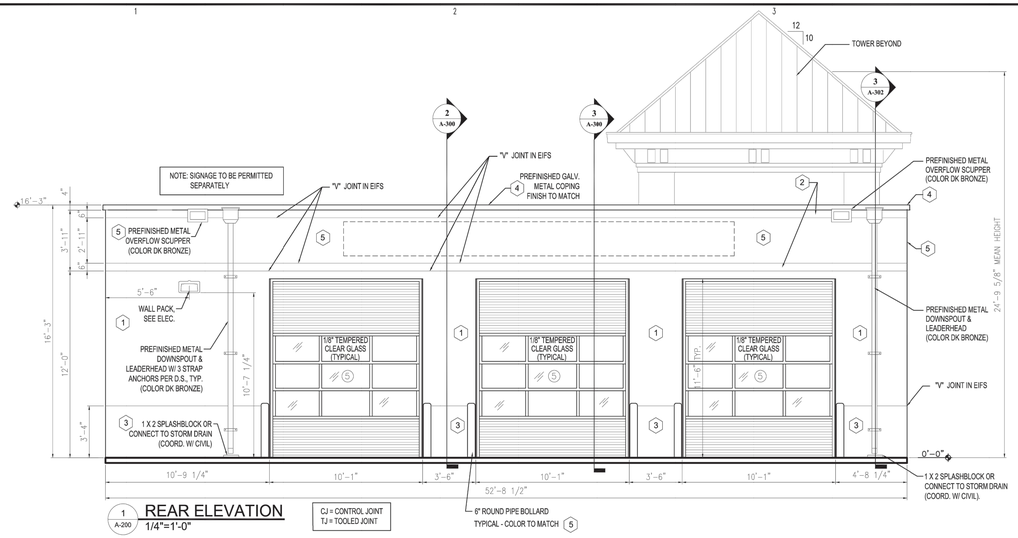
UTILITY DETAILS

SHEET NUMBER:

C-902

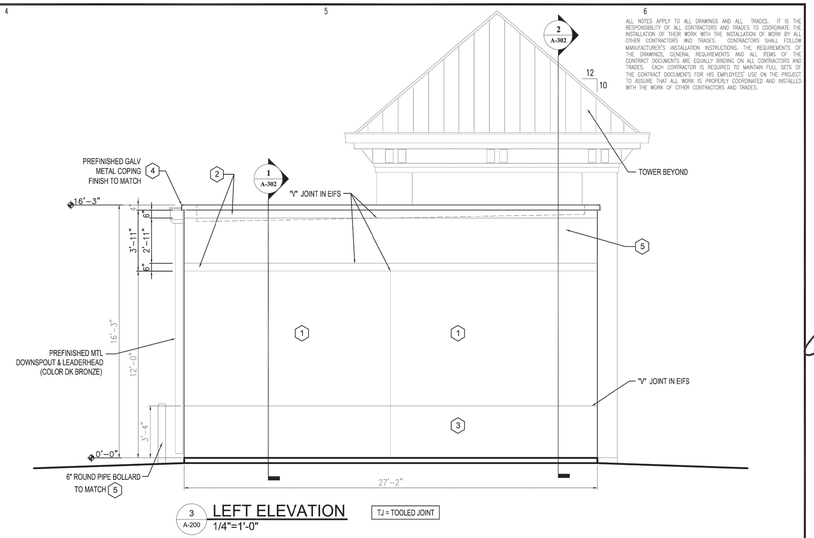
REVISION 3 - 10-10-22

Oct 10, 2022
H:\2021\NCR211125\CAD\DRAWINGS\PLAN SETS\NCR211125 - CNDS - D-----34.DWG



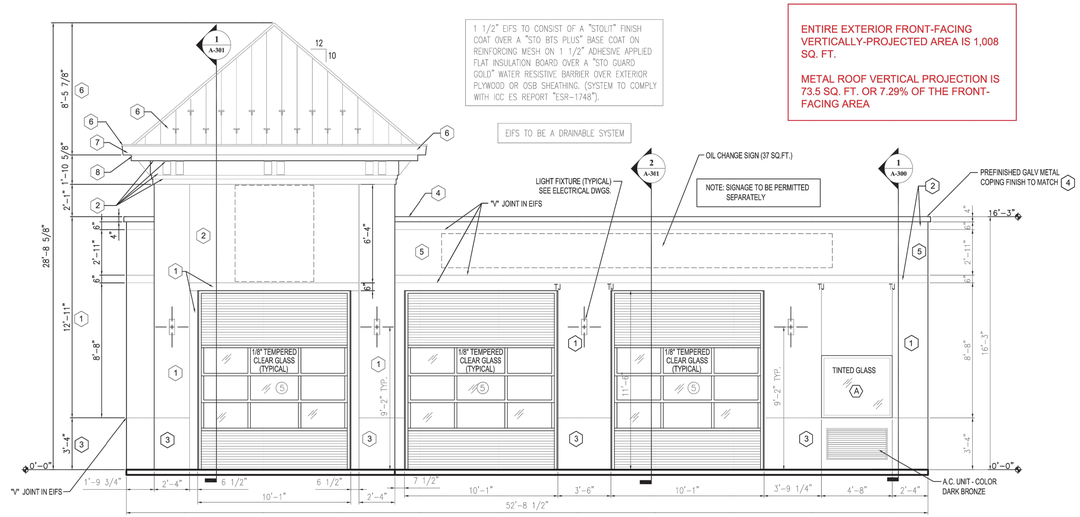
1 A-200 **REAR ELEVATION** 1/4"=1'-0"

CJ = CONTROL JOINT
TJ = TOOLED JOINT



3 A-200 **LEFT ELEVATION** 1/4"=1'-0"

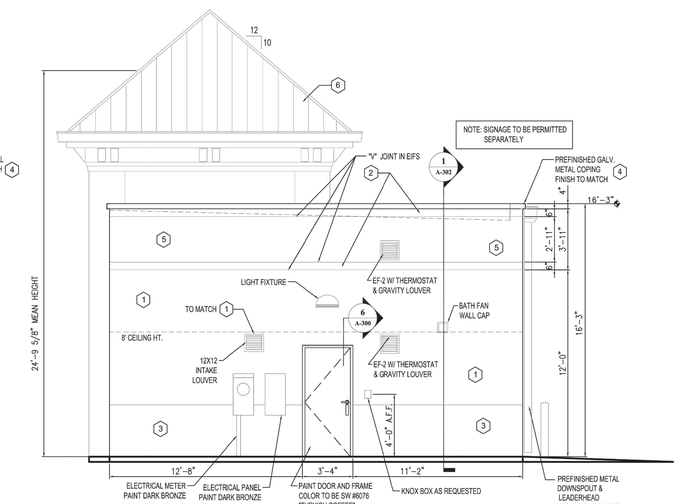
TJ = TOOLED JOINT



2 A-200 **FRONT ELEVATION** 1/4"=1'-0"

ENTIRE EXTERIOR FRONT-FACING VERTICALLY-PROJECTED AREA IS 1,008 SQ. FT.

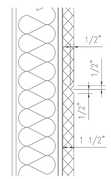
METAL ROOF VERTICAL PROJECTION IS 73.5 SQ. FT. OR 7.29% OF THE FRONT-FACING AREA



4 A-200 **RIGHT ELEVATION** 1/4"=1'-0"

EXTERIOR FINISH SCHEDULE			
NO.	AREA	COATS	COLOR
1	EIFS MAIN COLOR	–	MATCH SW COLOR #7693, STONEBRIAR
2	EIFS ACCENT BAND	–	MATCH SW COLOR #7678, COTTAGE CREAM
3	EIFS WAINSCOT	–	MATCH SW COLOR #6097, STURDY BROWN
4	COPING / CORNICE	–	MATCH SW COLOR #6871, POSITIVE RED
5	EIFS SECONDARY COLOR	–	MATCH SW COLOR #6871, POSITIVE RED
6	TOWER – ROOF AND GUTTER PRE-FINISHED STANDING SEAM	–	MATCH SW COLOR #6871, POSITIVE RED

EXTERIOR FINISH SCHEDULE CONTINUED			
7	TOWER – FASCIA BREAK METAL	2	MATCH SW COLOR #6871, POSITIVE RED
8	TOWER – EIFS SOFFIT	2	MATCH SW COLOR #7678, COTTAGE CREAM



5 A-200 **EIFS V-JOINT DETAIL** 1 1/2"=1'-0"

PERMITTING STAMP:

Designed to Build
A Sensible Approach
ANDREW W. PRIVETTE, AIA
1920 FT. BRAGG ROAD
FAYETTEVILLE,
NORTH CAROLINA 28303
TELE. (910) 485-8567
andy@designedtobuild.com

ANDREW W. PRIVETTE REGISTERED ARCHITECT 3877 FAYETTEVILLE NORTH CAROLINA 4/6/2022

RAYWEST DESIGNBUILD

TAKE-5
Five Minute Oil Change
11618 US 70 BUSINESS HIGHWAY
CLAYTON, NORTH CAROLINA 27520

NO	MARK	DATE	DESCRIPTION	ABBR
03		4-04-22	RELEASE FOR PERMIT -CONSTRUCTION	CHK

JOB CODE: 22TAKE 5 OIL-CLAYTON
DRAWN BY: S.S.TOPE
CHECKED BY: A. PRIVETTE
COPYRIGHT: DESIGNED TO BUILD

SHEET TITLE: EXTERIOR ELEVATIONS

A-200
SHEET 6 OF 11

22TAKE 5 OIL-CLAYTON

ALL NOTES APPLY TO ALL DRAWINGS AND ALL TRADES. IT IS THE RESPONSIBILITY OF ALL CONTRACTORS AND TRADES TO COORDINATE THE INSTALLATION OF THEIR WORK WITH THE INSTALLATION OF WORK BY ALL OTHER CONTRACTORS AND TRADES. CONTRACTORS SHALL FOLLOW MANUFACTURER'S INSTALLATION INSTRUCTIONS. THE REQUIREMENTS OF THE DRAWINGS, GENERAL REQUIREMENTS AND ALL ITEMS OF THE CONTRACT DOCUMENTS ARE EQUALLY BINDING ON ALL CONTRACTORS AND TRADES. EACH CONTRACTOR IS REQUIRED TO MAINTAIN FULL SETS OF THE CONTRACT DOCUMENTS FOR HIS EMPLOYEES' USE ON THE PROJECT TO ASSURE THAT ALL WORK IS PROPERLY COORDINATED AND INSTALLED WITH THE WORK OF OTHER CONTRACTORS AND TRADES.

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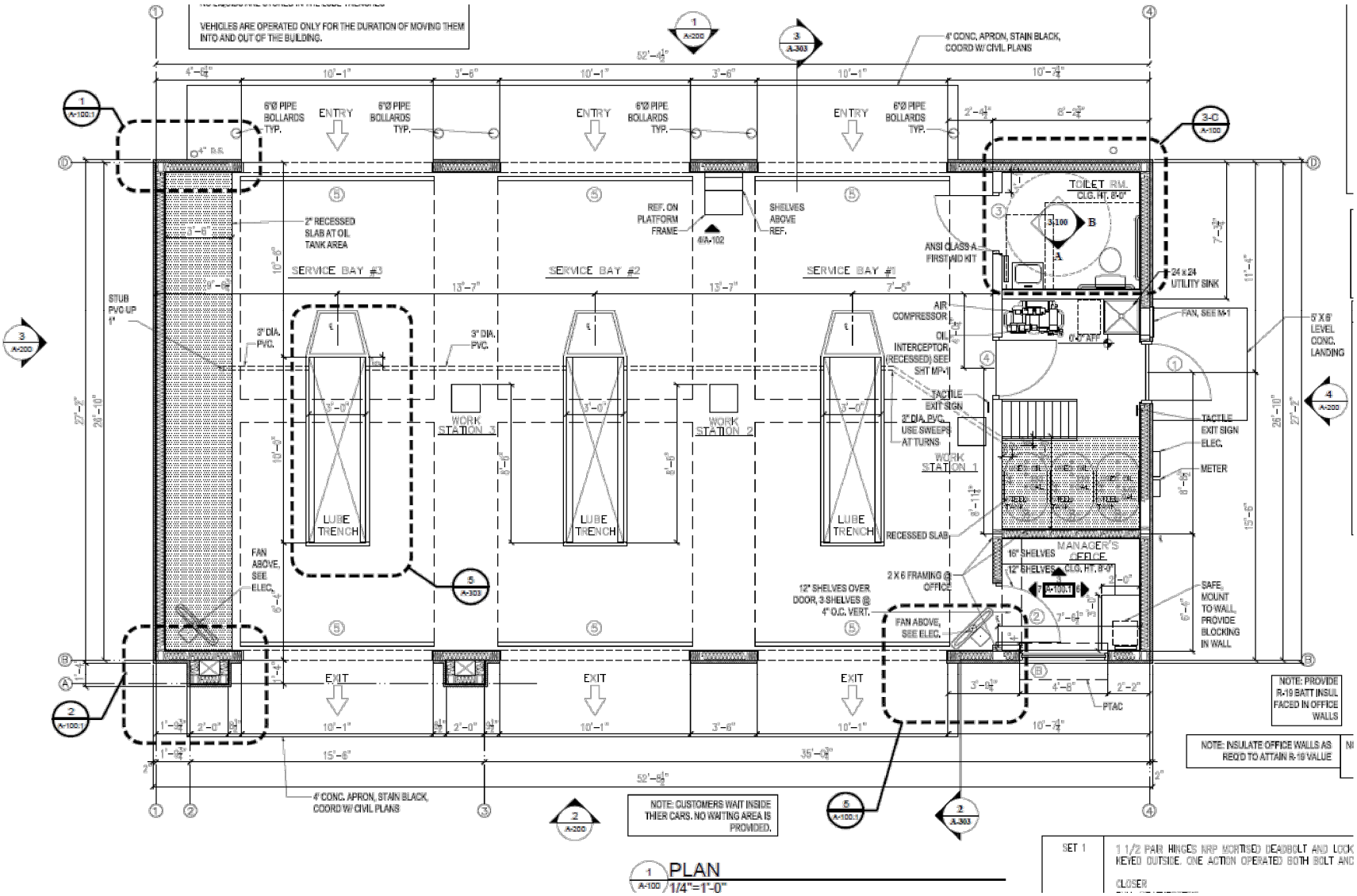
EACH CONTRACTOR IS REQUIRED TO INCLUDE ALL MINOR ITEMS, WHETHER OR NOT SHOWN ON PLANS, AS REQUIRED BY CODE AND FOR WORKING SYSTEMS, IN INITIAL COST OF WORK, AND AT NO ADDITIONAL COST TO THE OWNER
ANY DEVIATIONS FROM THESE DRAWINGS AND SPECIFICATIONS BY THE OWNER OR CONTRACTOR MUST BE APPROVED BY THE ARCHITECT IN WRITING AND PRIOR TO CONSTRUCTION. COPYRIGHT © ALL RIGHTS RESERVED BY DESIGNED TO BUILD. NOT TO BE COPIED OR REPRODUCED WITHOUT WRITTEN PERMISSION.


VEHICLES ARE OPERATED ONLY FOR THE DURATION OF MOVING THEM INTO AND OUT OF THE BUILDING.
4" CONC. APRON, STAIN BLACK, COORD W/ CIVIL PLANS
6"Ø PIPE BOLLARDS TYP.
ENTRY
SERVICE BAY #3
SERVICE BAY #2
SERVICE BAY #1
2" RECESSED SLAB AT OIL TANK AREA
REF. ON PLATFORM FRAME
SHELVES ABOVE REF.
TOILET RM. CLG. HT. 8'-0"
ANSI CLASS A FIRST AID KIT
24 x 24 UTILITY SINK
AIR COMPRESSOR
OIL INTERCEPTOR (RECESSED) SEE SHT MP-1
FAN, SEE M-1
5' X 6' LEVEL CONC. LANDING
STUB PVC UP 1"
3" DIA. PVC.
TACTILE EXIT SIGN
2" DIA. PVC. USE SWEEPS AT TURNS
WORK STATION 3
WORK STATION 2
WORK STATION 1
TACTILE EXIT SIGN ELEC.
METER
LUBE TRENCH
RECESSED SLAB
MANAGER'S OFFICE
16" SHELVES
12" SHELVES
CLG. HT. 8'-0"
2 X 6 FRAMING @ OFFICE
12" SHELVES OVER DOOR, 3 SHELVES @ 4" O.C. VERT.
FAN ABOVE, SEE ELEC.
FAN ABOVE, SEE ELEC.
SAFE, MOUNT TO WALL, PROVIDE BLOCKING IN WALL
EXIT
PTAC
NOTE: PROVIDE R-19 BATT INSUL FACED IN OFFICE WALLS
NOTE: INSULATE OFFICE WALLS AS REQ'D TO ATTAIN R-19 VALUE
4" CONC. APRON, STAIN BLACK, COORD W/ CIVIL PLANS
NOTE: CUSTOMERS WAIT INSIDE THIER CARS. NO WAITING AREA IS PROVIDED.
SET 1
1 1/2 PAIR HINGES NRP MORTISED DEADBOLT AND LOCK KEYED OUTSIDE, ONE ACTION OPERATED BOTH BOLT AND
CLOSER
1 PLAN
A-100 1/4"=1'-0"

Ryan Gallagher

From: Will Swaringen
Sent: Friday, April 1, 2022 10:25 AM
To: Ryan Gallagher
Subject: Fwd: 11618 US 70 Clayton - Trip Generation
Attachments: 11618 US70_Clayton, NC_T5.SC_Site Plan_06..23.21.PDF

Will Swaringen
Bohler Engineering
Project Manager
(o) 919-578-9000
(c) 919-780-1509

From: Caroline Cheeves <ccheeves@rameykemp.com>
Sent: Wednesday, March 16, 2022 5:01:46 PM
To: bvenable@townofclaytonnc.org <bvenable@townofclaytonnc.org>
Cc: Will Swaringen <wswaringen@bohlereng.com>
Subject: 11618 US 70 Clayton - Trip Generation

EXTERNAL: Use caution with attachments and links.

Hi Bruce!

I hope you are doing well! Will reached out to us about a potential TIA for the subject site (site plan attached), but I don't think that it would trigger a TIA. See below for a trip generation table. There's limited data in the ITE manual for LUC 941; however, there's also limited LUC options and this description best fits this development. Also, the QSR on the adjacent parcel is expected to be a "Slim Chicken", which does not open until 11 AM. So the expected traffic during the weekday AM peak hour would be zero for that parcel.

Land Use (ITE Code)	Intensity	Daily Traffic (vpd)	Weekday AM Peak Hour Trips (vph)		Weekday PM Peak Hour Trips (vph)	
			Enter	Exit	Enter	Exit
Fast Food with Drive-Thru (934)	2,400 s.f.	790*	0**	0**	41	38
Quick Lubrication Vehicle Shop (941)	3 servicing positions [a]	120	6	3	8	7
Total Trips		**910**	**6**	**3**	**49**	**45**
Pass-By Trips: Fast Food with Drive-Thru (49% AM, 50% PM)			*-0*	*-0*	*-20*	*-20*
Total Primary Trips			**6**	**3**	**29**	**-25**

* Daily traffic calculated assuming 10% of the PM Peak hour trips, due to the site not expected to be operational during the AM peak hour.
**Development not expected to be operational during the adjacent street peak hour.

Let me know if you have any questions, need this in a formal letter, or want to discuss further.

Thanks!

Caroline Cheeves (Bojarski), PE
Traffic Engineering Project Manager
D 919 987 1281 | T 919 872 5115 | C 814 323 0552
RAMEY KEMP ASSOCIATES
TOGETHER WE ARE LIMITLESS

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 = 50 *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		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		
	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		
	Town Electric Customer	20		
	Expansion of existing non-residential use	10		
	Re-development of an existing property	5	✓	Must result in increased property value
	Residential Subdivision - Additional amenities included	5 - 15		Pool, Clubhouse, sports courts, etc. - 5 pts per, max 15 pts
	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		
	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		
COMMUNITY IMPACT DEDUCT POINTS (Choose All that apply from this category)	Pump Station Improvements required[2]	-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 improvments 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: $50

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

SITE INFORMATION

Name of Project: Take 5 Oil Change **Acreage of Property:** 1.41

County Tag Number: 05026095W **NC PIN:** 165915633714

Address/Location: US Hwy 70 Business West & S. Moore Street, Clayton, NC 27520

Zoning District: B-3

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

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

Applicant: Bohler

Mailing Address: 4130 Parklake Ave., Suite 130, Raleigh, NC 27612

Phone Number: 919-578-9000 **Fax:**

Contact Person: Will Swaringen

Email Address: wswaringen@bohlereng.com

PROPERTY OWNER INFORMATION

Name: Highway 70 Land LLC

Mailing Address: 4441 Six Forks Road, Suite 106-140, Raleigh, NC 27609

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): Vehicle Service **Existing Use(s):** Vacant

Invoice shall be mailed to the following:

Developer Name: Durban Development LLC

Mailing Address: 106 Foster Ave., Charlotte, NC 28203

Phone Number: 704-319-8343 **Fax Number:** _____

Email Address: zack.holland@durbandevelopment.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: _____

Single Family	# of Units	GPD per Unit	Total Requested GPD
1-2 Bedroom Units			
3 Bedroom Units			
>3 Bedroom Units			
Total		------	

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

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: 1.41

Use	Measurement Unit	# of Units	GPD per Unit	Total Requested GPD
Service Station	Gal/plumbing fixture	2	250	500
Total			------	

TOTAL REQUESTED GALLONS PER DAY: 500

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.

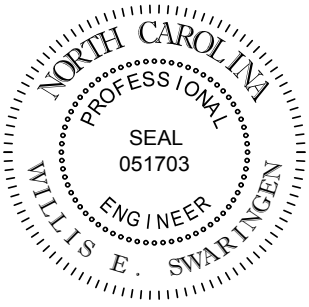
Approval:
Requests over 10,000 GPD are approved by the Town Council, by resolution. All other requests are approved by the Town Manager.

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.

Will Swaringen		4-1-22
Print Name	***Signature of Applicant***	***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

Bohler Engineering NC, PLLC
4130 Park Lake Ave Suite 130
Raleigh, NC 27612
919-578-9000

April 1, 2022

Dear Clayton Area Property Owner:

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

Meeting Date: April 28, 2022

Meeting Time: 6:00 pm – 7:00 pm

Meeting Location: 11618 US 70 Business Hwy W, Clayton, NC 27520

Type of Application: Special Use Permit & Site Plan Application

Project/proposal property address: Take 5 Oil Change, S Moore Street & US Bus 70 Clayton, NC 27520

Description of project/proposal: Proposed quick service oil change business with associated parking, utility, landscaping, & lighting improvements

Upcoming public meetings for this application (Planning Board and/or Town Council): TBD

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

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

A map is enclosed with this letter showing the location of the property that is subject to this application for land use change and/or development proposal.

If you have any questions prior to or after this meeting, you may contact us at 919-578-9000. You may also contact the Planning Department at 919-553-5002.

Sincerely,

Bohler Engineering

Cc: Town of Clayton Planning Department

NEIGHBORHOOD MEETING ATTENDANCE ROSTER

Project: Hwy 70A - Take Five

Application: Site Plan & Special Use Permit

Location/Date: Proposed project site location / 4-28-22

	NAME	ADDRESS
1	Ryan Gallagher - Bohler	4130 Parklake Ave., Suite 130, Raleigh, NC
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NEIGHBORHOOD MEETING SUMMARY FORM

FILL OUT THE FOLLOWING:

Application: Site Plan & Special Use Permit Date of Mailing: _____

Date of Meeting: 4-28-22 Time of Meeting: 6-7 pm

Location of Meeting: Project Site Location

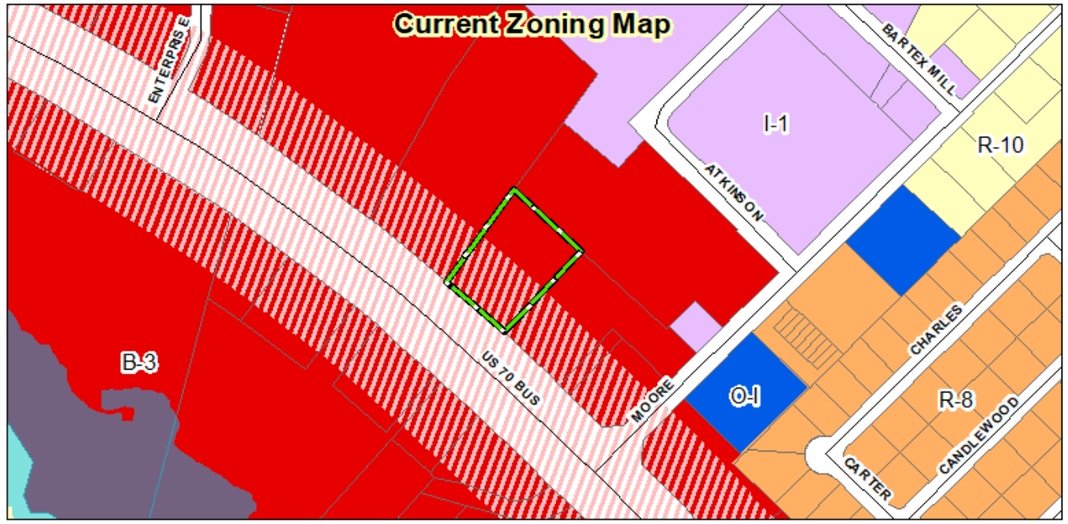
I hereby attest that letters were mailed to the addresses listed on the Adjacent Property Owners List (attached) ten days prior to the Neighborhood Meeting, and that all required information was presented at the Meeting:

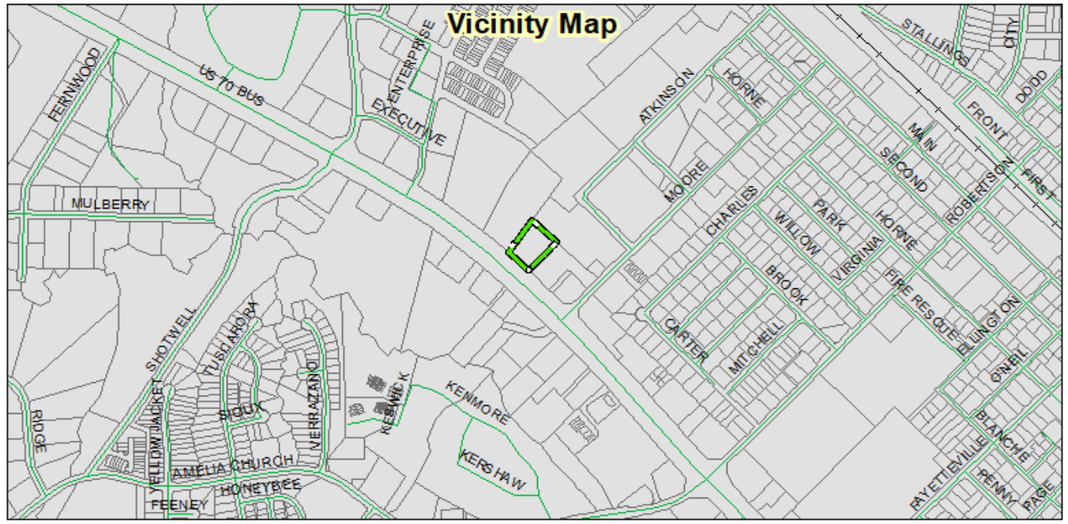
Printed Name: Will Swaringen, P.E. Signature: _____

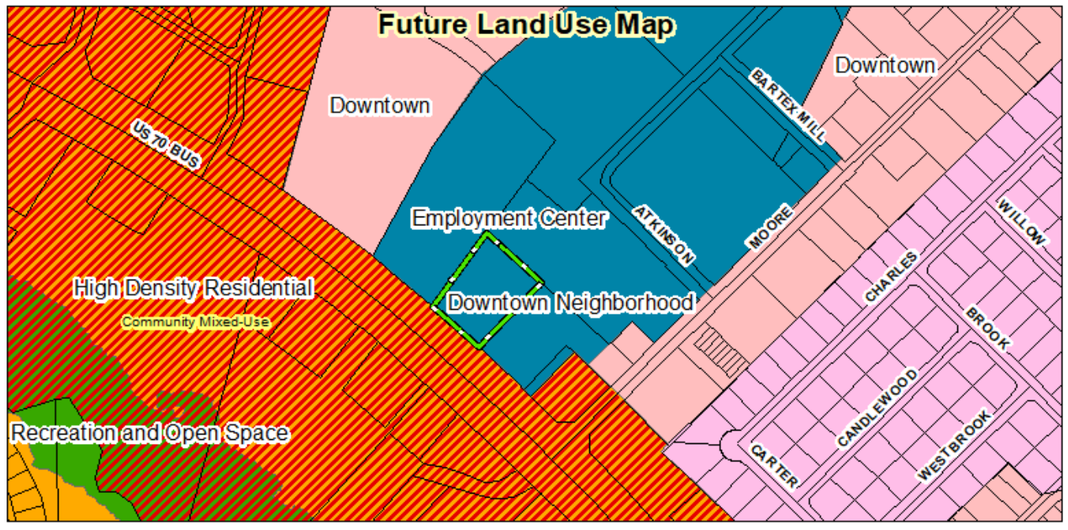
Meeting Summary/Minutes: *provide a summary of the discussion held at the meeting, including issues raised and any resolution discussed, and any changes made to the application as a result of the meeting.*

There were no attendees of the meeting other than representative from Bohler, project civil engineer.

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







Request: Special Use Permit
Project Name: Take 5 Oil Change
Project Number: 2022-58-SUP

Applicant: Durban Development LLC.
Property Owner: Durban Development LLC.
Tag #: 05026095W & 05027003

N

0 0.1 0.2 Miles

Staff Report Map
Prepared by: TOC Planning Department
October 26, 2022

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

Document Path: O:\PLANNING\SPECIAL USE\2022\2022-58-SUP Take 5 Oil Change\Staff Report Map

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

October 27, 2022

Durban Development
Attn: Zack Holland
106 Foster Avenue
Charlotte, NC 28203
Zack.holland@durbandevelopment.com

Re: 2022-58-SUP Take 5 Oil Change

To Whom It May Concern,

The Town of Clayton Planning staff is recommending to the Town Council that conditions of approval be placed upon the above-referenced application, which proceeds to Town Council on Monday, November 7, 2022. 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,

Benjamin Howell

Benjamin Howell, AICP, CZO
Planning Director

Recommended Conditions of Approval (2022-58-SUP Take 5):

1. These Conditions of Approval, and any others included with the associated Site Plan (2022-57-SP) shall be recorded upon the final plan set, which must be delivered to the Planning Department for review and approval. All utility comments shall be
2. The Development shall be constructed in substantial conformance with the Special Use Permit as approved by the Clayton Town Council and associated Site Plan as approved by Town staff.
3. All portions of the site shall obtain electricity from the Town of Clayton's electric utility.
4. The buildings in the development will be constructed in accordance with the Architectural elevations provided in the associated Site Plan, including identified façade materials.

APPLICANT AFFIDAVIT

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

GLEN D. CHERRY		10/27/2022.
Print Name Manager	*Signature of Applicant*	*Date*

PUBLIC NOTICE

In accordance with NCGS 160D-406, the Clayton Town Council will hold a public hearing on Monday, November 7, 2022 at 6:00 PM at Town Hall, 111 East Second Street, to consider the following requests:

- **2022-67-SUP Magnolia Pointe Townhomes; Special Use Permit request to develop 68 single-family attached townhomes on a property 13.83 acres in size and zoned Single-Family Residential-8 (R-8). The subject property is located at 216 Shotwell Road (TAG #: 05G02031V).**

- **2022-58-SUP Take 5 Oil Change; Special Use Permit request to develop a quick service oil change business on a property 1.41 acres in size and zoned Highway Business (B-3). The subject property is located at 3714 US Highway 70 Business (TAG #: 05026095W).**

For a Special Use Permit, the Town Council will hold an evidentiary hearing and must make findings of fact based upon sworn testimony and other credible evidence. Citizens may give testimony in an evidentiary hearing after they have taken an oath.

Benjamin Howell, Planning Director
919-553-5002

_____
The News & Observer Newspaper

Please advertise on the following dates:
October 28, 2022
November 4, 2022

Affidavit of publication required.

Town Council Agenda Cover Sheet

Meeting Date
November 7, 2022

Agenda Location
Public Hearings

Item Title
2022-67-SUP Magnolia Pointe Townhomes Special Use Permit

Presenter
Ben Howell, Planning Director

Summary/Description
Quasi-Judicial Public Hearing for a Special Use Permit for Magnolia Pointe Townhomes. The applicant is proposing 68 townhome units on approximately 13.83 acres, located on the west side of Shotwell Road between Amelia Church Road and US 70 Business. The property is zoned R-8, and the proposed density is 4.92 units/acre.

Requested Action
Approval with Conditions

Funding Source (If Applicable):
N/A

Cost: **N/A** **Yes** ☐ **No** ☒

Additional Documents to be Included in Agenda Packet
Staff Report
Application
Site Plan
Neighborhood Meeting Information
Wastewater Allocation Request

Meeting Timeline
Click or tap here to enter text.

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

STAFF REPORT

Application Number: 2022-67-SUP
Project Name: Magnolia Pointe - Special Use Permit

Tag #: 05G02031V
Location: 219 Shotwell Road, Clayton, NC 27520
Applicant: BGE, Inc.
Owner: Matthew Stephens
Project Planner: Ben Howell, AICP, CZO

Public Noticing Dates:

- **Neighborhood Meeting:** July 28, 2022
- **Sign Posted:** October 27, 2022
- **Newspaper Ad Published:** October 26, 2022, and November 2, 2022
- **Letters Mailed:** October 27, 2022

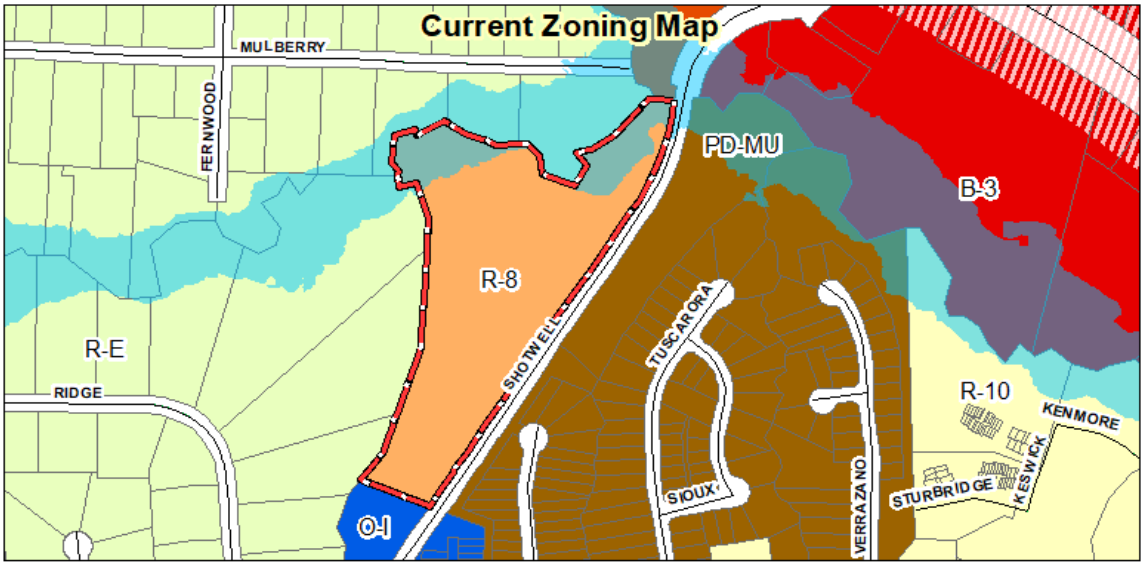
REQUEST: Applicant requests a Special Use Permit to construct 68 townhouse units on approximately 13.83 acres of land along Shotwell Road.

SITE DATA:

Acreage: 13.83 acres
Zoning: R-8
Existing Use: Vacant

ADJACENT ZONING AND LAND USES:

Direction	Zoning	Existing Use
N/NW	Residential Estate (R-E)	Single-family homes
E	Planned Development Mixed Use (PD-MU)	Mixed use Residential and Commercial
W	Residential Estate (R-E)	Single-family homes



DEVELOPMENT DATA:

Proposed Use:	Townhomes
Maximum Density:	10 Units/Acre
Proposed Density:	4.55 Units/Acre
Building Height:	2 Stories/35’
Impervious Surface:	Maximum allowable impervious area for the site will be 7.32 acres, or 49%
Parking:	136 parking proposed with driveway and garages used to meet this requirement (136 required), 0 bike racks (0 rack per building).
Access/Streets:	Primary access to the site will be 2 locations off Shotwell Road. The internal private road will continue through the site.

STAFF ANALYSIS AND COMMENTARY:

Overview:

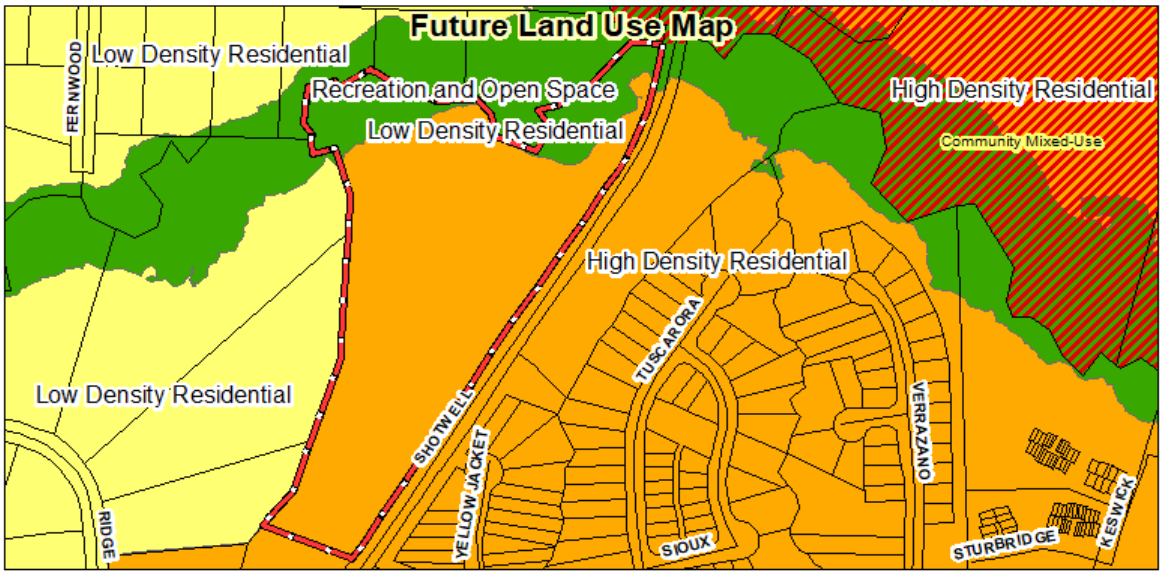
The applicant is seeking to construct 68 townhouses on 13.83 acres of land off Shotwell Road. The site is zoned (R-8). Vehicular access to the site is provided from two access points on Shotwell Road. The applicant is proposing a picnic structure and 2.54 acres of open space in total.

Associated Site Plan:

Pursuant to §155.711(D)(1), concurrent with a request for a Special Use Permit, the applicant was required to submit a Subdivision Plat, which is attached to this staff report. The subdivision plat was already reviewed and is pending approval upon a decision from Council on this Special Use Permit.

Consistency with Adopted Plans:

- **Comprehensive Growth Plan 2045**
  The Future Land Use Map (below) shows that this area is designated as High-Density Residential (HDR), which calls for housing units that are more urban in character and in closer proximity to commercial services and centers. HDR is intended to provide a transition from more suburban areas to more developed areas. The gross residential density prescribed for HDR is < 10 units per acre. The proposed development has a gross residential density of 4.55 units per acre, and is consistent with the 2045 Growth Plan.
- **Unified Development Code**
  If the Special Use Permit is approved, the proposed development will meet the code requirements as outlined in the Unified Development Code. Parking, landscaping, required open space, and other elements of the Code have been met and dimensional standards are set through the Special Use process. The application also complies with Section 155.203(K)(3)(C) of the UDC, which states that townhouses shall not exceed a density of 10 units per acre in R-8 zones. The proposed use of Townhouses requires a Special Use Permit in R-8 zones, which is the purpose of this application.



CONSIDERATIONS:

- The Town Council shall make final decisions regarding Special Use Permits.
- Special Use Permits shall address the four Findings of Fact, with the burden of persuasion for meeting the Findings of Fact on the applicant. The Applicant shall produce competent and material evidence to show they meet all four Findings of Fact.
- The Technical Review Committee has reviewed the SUP and associated Site Plan.
- Staff has worked with the applicant on the proposed conditions, and the applicant has agreed to all proposed conditions in writing.

- The Town Council shall consider the recommendation(s) in this staff report, and may approve the SUP with the proposed conditions, add or remove conditions (with the agreement of the applicant), deny the application upon finding that one or more of the Findings of Fact are not met, or may send the application back to the Technical Review Committee for additional consideration.

FINDINGS OF FACT:

Special Use Permits shall address the following findings, with the burden of persuasion for meeting the Findings of Fact on the applicant. Please see below for the applicant's response to each finding, as well as staff's commentary.

1. *That the application will not materially endanger the public health or safety if located where proposed and developed according to the plans as submitted and approved.*

   Applicant Response:

   The proposed subdivision will be served by two (2) road connections to Shotwell Road, which will meet Town of Clayton and NCDOT standards and specifications for both a 50' public right of way and 110' public right of way. The street improvements will include curb and gutter, sidewalks, and streetlights to promote pedestrian walkability and maintain public health and safety. Environmental features, such as streams, floodplains, and steep slopes will be protected with riparian buffers, drainage easements, and a new steep slope ordinance. Adjacent public water and sewer will be available to the development for neighborhood consumption and provided by Town of Clayton, eliminating any private water or sewer while maintaining the public health and safety of the new residents. Passive open space and active recreation areas are proposed for the neighborhood to promote an active lifestyle for the neighborhood and to support the public health.

   Staff Commentary:

   Staff agrees with the applicant that the development would not endanger public health or safety. Proposed vehicular access and utility provision are adequate for emergency responders to address fires and medical emergencies. The proposed use of townhomes does not pose a danger to health and safety in and of itself.

2. *That the application meets all required specifications and conforms to the standards and practices of sound land use planning and the Town Code of Ordinances and other applicable regulations.*

   Applicant Response:

   The new subdivision will meet or exceed the standards and specifications established by the Unified Development Code, including general development standards and subdivision standards. This will include roadway improvements internal to the subdivision, such as street pavement, curb and gutter, sidewalks, and streetlights while following the Town of Clayton Street Design Manual. Frontage road improvements along Shotwell Road also include road widening improvements and turn lanes following NCDOT requirements. Stormwater management will be enforced for the new subdivision for both quantity and quality runoff while implementing and maintaining erosion and sediment control devices. Public water and sanitary sewer is available from Town of Clayton and readily adjacent to the proposed subdivision. By incorporating the Town of Clayton Ordinances, the subdivision application will meet and conform to the standards and practices for sound land use planning.

   Staff Commentary:

   The design of the site meets all Unified Development Code criteria for parking, access, landscaping, and open space. The development density is less than the recommended gross density stated in the 2045

Growth Plan (< 10 units per acre) and does not exceed the maximum allowable density of 10 units per acre allowed in the Unified Development Code.

3. *That the application will not substantially injure the value of adjoining or abutting property and will not be detrimental to the use or development of adjacent properties or other neighborhood uses.*

   Applicant Response:

   The application for a proposed single-family townhome development will offer a high-quality product with a mixture of brick facade, fiber cement lap siding, and board and batten. The new subdivision will not be detrimental to adjacent properties or other similar uses, such as Lionsgate and Garrison Subdivisions.

   Staff Commentary:

   Staff has no comment with respect to whether the site will affect the value of abutting properties. The project will not impede the development of any surrounding properties.

4. *That the application will not adversely affect the adopted plans and policies of the Town or violate the character of existing standards for development of the adjacent properties.*

   Applicant Response:

   The new single-family townhome subdivision is designated as Low-Density Residential on the 2045 Future Land Use Map. However the existing zoning district (Single-Family Residential R-8) allows townhomes under a Special Use Permit. The Special Use Permit allows a maximum residential density shall not exceed 10 units per acre.

   Staff Commentary:

   The Comprehensive Growth Plan designates this site as High Density Residential. The Plan calls for housing units that are more urban in character and in closer proximity to commercial services and centers, with the intent of providing a transition between suburban and higher intensity development. The plan calls for a gross residential density of between < 10 units, and for the unit type to be predominantly single family detached homes, with attached units generally constituting less than 50% of all housing units.

RECOMMENDED CONDITIONS OF APPROVAL:

If approved, staff is recommending conditions of approval be placed upon the application. The recommended conditions are listed below, and the applicant's signed acceptance of the recommended conditions is provided as an attachment.

1. These Conditions of Approval, and any others included with the associated Subdivision Plat (2022-66-SD) shall be recorded upon the final plan set, which must be delivered to the Planning Department for review and approval.
2. The Development shall be constructed in substantial conformance with the Special Use Permit as approved by the Clayton Town Council and associated Subdivision Plat as approved by Town staff.
3. All portions of the site shall obtain electricity from the Town of Clayton's electric utility, in accordance with the Wastewater Allocation Criteria sheet submitted by the applicant.
4. The buildings in the development will be constructed in accordance with the Architectural elevations provided in the associated Site Plan, including identified façade materials. All buildings will include a minimum brick masonry coverage of 25% on the front building façades.

5. All common open space and recreational areas shall be maintained and protected in perpetuity by a Homeowner's Association.
6. The following transportation improvements will be constructed prior to the first Certificate of Occupancy:
    - Right-of-Way dedication for Shotwell Road along the Shotwell Road frontage will be provided in accordance with the Subdivision Plat to meet the ultimate width of 110 feet.
    - Road improvements, including a sidewalk, on Shotwell Road will be constructed in accordance with the Subdivision Plat, except north of "Street B," where Fee-in-Lieu of street improvements will be provided at 125% of the estimated cost according to an engineer's estimate approved by the Town of Clayton Engineering Department.

ATTACHMENTS:

1) Application
2) Associated Site Plan
3) Neighborhood Meeting Materials
4) Staff Report Maps
5) Wastewater Allocation Request
6) Recommended Conditions of Approval – Signed by Applicant

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

SPECIAL USE PERMIT APPLICATION COVER SHEET

Name of Project: Magnolia Pointe **Date:** 04/12/2022

Applicant Name: BGE, Inc.

The following checklist to be completed by applicant:

[✔] Pre-Application Meeting on: January 18, 2022

[✔] Application Review fee

[✔] Advertisement Fee

11 copies of the following:

[✔] Completed Application

[✔] Owner's Consent Form

[✔] Adjacent Property Owner's List

[✔] Neighborhood Meeting Notice Letter (1 copy)

[✔] Wastewater Allocation Request Form (if applicable)

[✔] Set of stamped, addressed, empty envelopes for adjacent property owner notification

[✔] Associated Site Plan (separate application required for major site plans, must be submitted concurrently)

Reviewed by: _____

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

SPECIAL USE PERMIT APPLICATION

Application Fee: $400.00
Advertisement Fee: $200.00

☒ **New Special Use Permit** ☐ **Major Modification to an approved SUP**
Permit Modified: _____

SITE INFORMATION

Name of Project: Magnolia Pointe

Acreage of Property: 13.83 **Zoning District:** Johnston County

County Tag #: 05G02031V **NC Pin #:** 165914-33-6257

Address/Location: 219 Shotwell Road, Clayton, NC

Existing Use: Undeveloped **Proposed Use:** Single Family Town Homes

Is project within a Planned Development? ☐ **Yes** ☒ **No If yes, which:** _____

Is project within an Overlay District? ☐ **Yes** ☒ **No If yes, which:** _____

APPLICANT INFORMATION

Applicant: BGE, Inc.

Mailing Address: 5440 Wade Park Blvd. Suite 102, Raleigh NC 27607

Phone Number: 919-276-01111 **Fax:** _____

Contact Person: Javier Jaramillo, P.E.

Email Address: jjaramillo@bgeinc.com

OFFICE USE ONLY

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

PROPERTY OWNER INFORAMTION

Name: Matthew Stephens

Mailing Address: 319 Chapanoke Rd. Ste 102, Raleigh, NC 27603

Phone Number: 919-796-0853 **Fax:**

Email Address: mattstephens@bellsouth.net

EXPLANATION OF PROJECT

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

New townhomes consisting of two-story, 3-Bedroom, and single-car garage units are proposed to be constructed on 13.83 Acres of land located at 216 Shotwell Road. The development will be located on public streets and constructed to Town of Clayton Standards and Specifications. The current zoning is Single-Family R-8, which allows townhomes to be permitted under a Special Use Permit (SUP). According to code, a maximum density of 10 units per acre is allowed for townhomes. Water, sewer, and electric will be provided by the Town of Clayton. Stormwater management facilities will be situated on-site and designed and constructed to Town of Clayton Standards and Specifications. Active and passive recreational facilities are proposed for the development in lieu of fees.

REQUIRED FINDINGS OF FACT

Section 155.711(I) of the Unified Land Development Code requires applications for a Special Use to address the following findings. The burden of proof is on the applicant and failure to adequately address the findings may result in denial of the application. Please attach additional pages if necessary.

1. That the application will not materially endanger the public health or safety if located where proposed, and developed according to the plans as submitted and approved.

Refer to attached plan set. The proposed subdivision will be served by two (2) road connections to Shotwell Road, which will meet Town of Clayton and NCDOT standards and specifications for both a 50' public right of way and 110' public right of way. The street improvements will include curb and gutter, sidewalks, and street lights to promote pedestrian walkability and maintain public health and safety. Environmental features, such as streams, floodplains, and steep slopes will be protected with riparian buffers, drainage easements, and a new steep slope ordinance. Adjacent public water and sewer will be available to the development for neighborhood consumption and provided by Town of Clayton, eliminating any private water or sewer while maintaining the public health and safety of the new residents. Passive open space and active recreation areas are proposed for the neighborhood to promote an active lifestyle for the neighborhood and to support the public health.

2. That the application meets all required specifications and conforms to the standards and practices of sound land use planning and the Town Code of Ordinances and other applicable regulations.

Refer to attached plan set. The new subdivision will meet or exceed the standards and specifications established by the Unified Development Code, including general development standards and subdivision standards. This will include roadway improvements internal to the subdivision, such as street pavement, curb and gutter, sidewalks, and street lights while following the Town of Clayton Street Design Manual. Frontage road improvements along Shotwell Road also include road widening improvements and turn lanes following NCDOT requirements. Stormwater management will be enforced for the new subdivision for both quantity and quality runoff while implementing and maintaining erosion and sediment control devices. Public water and sanitary sewer is available from Town of Clayton and readily adjacent to the proposed subdivision. By incorporating the Town of Clayton Ordinances, the subdivision application will meet and conform to the standards and practices for sound land use planning.

3. That the application will not substantially injure the value of adjoining or abutting property, and will not be detrimental to the use or development of adjacent properties or other neighborhood uses.

Refer to attached plan set. The application for a proposed single-family townhome development will offer a high quality product with a mixture of brick facade, fiber cement lap siding, and board and batten. The new subdivision will not be detrimental to adjacent properties or other similar uses, such as Lionsgate and Garrison Subdivisions.

4. That the application will not adversely affect the adopted plans and policies of the Town, or violate the character of existing standards for development of the adjacent properties.

Refer to attached plan set. The new single-family townhome subdivision is designated as Low-Density Residential on the 2045 Future Land Use Map. However, the existing zoning district (Single-Family Residential R-8) does allow townhomes under a Special Use Permit. The Special Use Permit allows a maximum residential density shall not exceed 10 units per acre.

APPLICANT AFFIDAVIT

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

Javier D. Jaramillo, P.E.		04/28/2022
Print Name	***Signature of Applicant***	***Date***

NEIGHBORHOOD MEETING INFORMATION

Purpose:
The purpose of the Neighborhood Meeting is to inform the surrounding property owners of the nature of the proposed land use and/or development features, answer questions, respond to concerns, and solicit comments.

Meeting Date:
The meeting must be held at least ten (10) calendar days prior to the 1st Public Hearing Meeting.

Meeting Time & Location:
The meeting must be held no earlier than 6:00 pm Monday through Friday, and must be held in a location generally accessible to residents within close proximity of the request. The meeting space must be able to comfortably accommodate everyone that receives an invitation.

Meeting Notice Mailing requirements:

1. The applicant must contact all adjacent property owners via first class mailing (see sample letter).
2. The mailing must include all the persons, firms, or corporations owning property within 100 feet and immediately adjacent to the subject property. Where the subject property immediately adjoins a public or private right-of-way, landscape or riparian buffer, commonly-owned private area, public property, or homeowners' association property, then letters of notification shall be sent to adjoining property owners as if they directly abut the subject property.
3. The notice must be mailed at least ten (10) calendar days but not more than twenty-five (25) days prior to the date of the Neighborhood Meeting.

Information required to be provided at the Neighborhood Meeting:
At a minimum, the following materials must be present and discussed at a Neighborhood Meeting:

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

Information provided to Planning Department:
Alert the Planning Department once the date, location, and time of the Neighborhood Meeting are determined.

Deliver the following items to the Planning Department at least ten (10) calendar days prior to the 1st Public Hearing Meeting in electronic or hard copy format:

- ☑ Adjacent Property Owner's List (aka "mailing list") *Should be submitted with original application packet*
- ☑ Copy of the letter mailed *Should be submitted with original application packet*
- ☑ Attendance Roster (aka "sign-in sheet") *Submit no later than 10 days prior to 1st public meeting date*
- ☐ Neighborhood Meeting Summary Form with minutes (see below) *Submit no later than 10 days prior to the 1st public meeting date*

ADJACENT PROPERTY OWNERS LIST

Project Name: Magnolia Pointe

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

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

PARCEL NUMBER	NAME	ADDRESS
05G02192Q	Mary B Stephenson Revocable Trust	1016 Ridge Drive, Clayton, NC 27520-9667
05G02200F	Jared Day & Katelyn Fowler	1008 Ridge Drive, Clayton, NC 27520-9667
05G02195E	Adison Archie & Katelynn Honhacki	1012 Ridge Drive, Clayton, NC 27520-0000
05G02192P	Jesse & Janice Corbett	1020 Ridge Drive, Clayton, NC 27520-0000
05G02009I	Amelia Point Investments LLC	PO Box 189, Clayton, NC 27528-0189
05G02009P	45 Shotwell LLC	45 Shotwell Rd., Clayton, NC 27520-5501
05G02200H	James Andrew Pleasant	925 Mulberry Rd., Clayton, NC 27520-2129
05G02077K	Sodonia Smith	155 Yellow Jacket Ridge, Clayton, NC 27520-9693
05G02194F	Olme Alexander Alfaro-Chavez	915 Mulberry Rd, Clayton, NC 27520-2129
05G02065P	Lions Spring Housing Assoc. LLC	7706 Six Forks Rd, Ste 202, Raleigh, NC 27615-5067
05G02195F	Kim Marie Carney & Todd Mitchell	917 Mulberry Rd, Clayton, NC 27520-2129
05G02196M	Donald Huth & Gerry Huth	921 Mulberry Rd, Clayton, NC 27520-2129
05G02077M	Patricia D. Huntley	175 Yellow Jacket Ridge, Clayton, NC 27520-9693
05G02077L	Raymond Lee Johnson	163 Yellow Jacket Ridge, Clayton, NC 27520-9693
05G02077O	Monica Patricia OCampo	207 Yellow Jacket Ridge, Clayton, NC 27520
05G02077N	MST Investors, LLC	1709 Yates Pond Way, Raleigh, NC 27606-9540
05G02077P	Jill Mutone	239 Yellow Jacket Ridge, Clayton, NC 27520

NEIGHBORHOOD MEETING ATTENDANCE ROSTER

Project: Magnolia Pointe

Application: _____

Location/Date: _____

	NAME	ADDRESS
1		
2		
3		
4		
5		
6		
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20		

NEIGHBORHOOD MEETING SUMMARY FORM

FILL OUT THE FOLLOWING:

Application: TBD Date of Mailing: TBD

Date of Meeting: TBD Time of Meeting: 5 PM

Location of Meeting: TBD

I hereby attest that letters were mailed to the addresses listed on the Adjacent Property Owners List (attached) ten days prior to the Neighborhood Meeting, and that all required information was presented at the Meeting:

Printed Name: _____ Signature: _____

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

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

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: Magnolia Pointe **Address or PIN #:** 165914-33-6257

AGENT/APPLICANT INFORMATION:

BGE, Inc.
(Name - type, print clearly)

5440 Wade Park Boulevard, Suite 102
(Address)
Raleigh, NC 27607
(City, State, Zip)

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

Major Subdivision (Preliminary Plat)
Special Use Permit
Wastewater Allocation Request

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:

Matthew Stephens
(Name - type, print clearly)

319 Chapanoke Rd, Ste 102
(Address)

(Owner's Signature)

Raleigh, NC 27603
(City, State, Zip)

STATE OF North Carolina
COUNTY OF Wake

Sworn and subscribed before me Brenda E. Jones, a Notary Public for the above State and County, this the 27th day of April, 2022.

SEAL

Brenda E. Jones
Notary Public

My Commission Expires: 10/30/2025

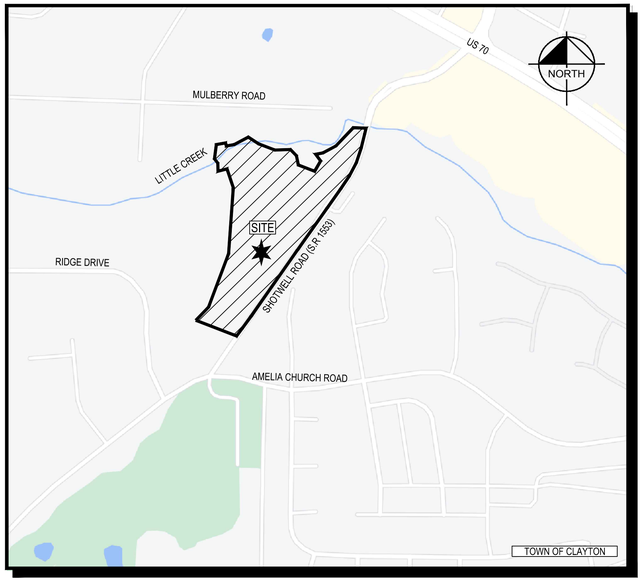
MAJOR SUBDIVISION PRELIMINARY PLANS

(PRELIMINARY PLAT)

MAGNOLIA POINTE

219 SHOTWELL ROAD (S.R. 1553)

CLAYTON, JOHNSTON COUNTY, NC (2022-66-SD)



SITE LOCATION MAP
NOT TO SCALE

SHEET LIST TABLE	
SHEET NUMBER	SHEET TITLE
C0-0	COVER SHEET
C1-0	ALTA-NSPS LAND TITLE SURVEY
C2-0	OVERALL SITE PLAN
C2-1	ENLARGED SITE PLAN
C2-2	ENLARGED SITE PLAN
C3-0	CONCEPTUAL GRADING PLAN
C3-1	CONCEPTUAL DRAINAGE PLAN
C3-2	STEEP SLOPES PLAN (RESOURCE CONSERVATION AREA)
C3-3	DETAILS
C7-0	OPEN SPACE PLAN
A1	ARCHITECTURAL FLOORPLANS (BENTON)
C10-0	STREET LIGHTING PLAN
C11-0	CONCEPTUAL UTILITY PLAN
L1-0	LANDSCAPE PLAN
L1-1	LANDSCAPE PLAN (1 OF 2)
L1-2	LANDSCAPE PLAN (2 OF 2)
L2-0	LANDSCAPE DETAILS
A2	ARCHITECTURAL FLOORPLANS (JERNIGAN)
A3	ARCHITECTURAL BUILDING ELEVATIONS
A4	ARCHITECTURAL BUILDING ELEVATIONS

PROJECT OWNER AND CONSULTANT INFORMATION		
DEVELOPER:	ENGINEER:	SURVEYOR:
RESIBUILT HOMES, LLC 3630 PEACHTREE ROAD NE, SUITE 1500 ATLANTA, GA 30326 (828) 550-0958 CONTACT: MICHAEL NEFF	BGE, INC 5440 WADE PARK ROAD, SUITE RALEIGH, NC, 27607 (919) 276-0111 CONTACT: JAVIER D. JARAMILLO, P.E.	CANOY SURVEYING 1154 SHONELLE LANE STEM, NC 27581 (984) 377-2626 CONTACT: ADAM CANOY, PLS

4TH SUBMITTAL: SEPTEMBER 27, 2022
3RD SUBMITTAL: AUGUST 11, 2022
2ND SUBMITTAL: JUNE 30, 2022
1ST SUBMITTAL: MAY 2, 2022

811 Know what's below. Call before you dig.

REV	DATE	DESCRIPTION

DESIGNED BY: DF
DRAWN BY: DF
REVIEWED BY: JDJ

BGE
5440 WADE PARK BLVD, SUITE 102
RALEIGH NC 27607
WWW.BGEINC.COM
NC LICENSE #C-4397
©2022

RESIBUILT HOMES, LLC
3630 PEACHTREE ROAD NE, SUITE 1500
ATLANTA,GA 30326

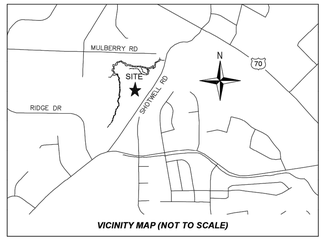
MAGNOLIA POINTE
SHOTWELL ROAD
CLAYTON / NC / 27520

COVER SHEET

NORTH CAROLINA PROFESSIONAL SEAL 029656 ENGINEER JAVIER D. JARAMILLO
09/27/2022
NOT FOR CONSTRUCTION

FILE NUMBER: 9447-00
DATE: 09/27/2022
C0-0

G:\NCA\Projects\Resibuilt Homes\9447-00 - Resibuilt Homes - Magnolia Pointe - Clayton\03 - DWG\PlanSheets\On-Site\Preliminary Subdivision Plans\C0-0 - COVR.dwg Layout: C0-0 Plotted: 9/27/2022 3:46:40 PM



VICINITY MAP (NOT TO SCALE)

ABBREVIATIONS

BM	BOOK OF MAPS
CLF	CHAIN-LINK FENCE
CMF	CONCRETE MONUMENT FOUND
DATUR	DEPICTED ACCORDING TO UTILITY RECORDS
DB	DEED BOOK
IPF	IRON PIPE FOUND
IRF	IRON ROD FOUND
IRS	IRON ROD SET
N/F	NOW OR FORMERLY
PB	PLAT BOOK
PG	PAGE
PKF	PK NAIL FOUND
PKS	PK SET
R/W	RIGHT-OF-WAY
SF	SQUARE FEET

GENERAL NOTES

1. THIS IS A SURVEY OF AN EXISTING PARCEL(S) OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET
2. BEARINGS FOR THIS SURVEY ARE BASED ON NAD83(2011).
3. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
4. AREA BY COORDINATE GEOMETRY.
5. THERE DOES NOT APPEAR TO BE DOCUMENTATION FOR THE EASEMENT PROVIDED IN THE TITLE COMMITMENB SCHEDULE B PART 2 PROVIDED. NO EASEMENT FOUND AT TIME OF SURVEY. CONTACT TOWN OF CLAYTON FOR FURTHER GUIDANCE TO POSSIBLE EASEMENT.
6. TITLE COMMITMENT PROVIDED BY THE CLIENT. COMMITMENT NUMBER (WL21003761) BY: FIDELITY NATIONAL TITLE COMPANY, LLC; COMMITMENT DATE: 9/17/2021.
7. FLOOD NOTE: A PORTION OF THIS PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD ZONE. IT IS LOCATED IN ZONES "X", "0.2% ANNUAL CHANCE FLOOD HAZARD", "AE", AND "AE FLOODWAY" AS DEFINED BY F.E.M.A F.I.R.M COMMUNITY MAP #3720165900K DATED 8/20/2018. THE LOCATION OF THE ZONES SHOWN BASED ON DATA DOWNLOADED FROM (https://firta.ncgov/firs) ON 11/10/2021.
8. ZONE: RB ;SETBACKS: FRONT:25', REAR:25', INTERIOR:10', MAX HEIGHT:35', MAX LOT COVERAGE 35%, IMPERVIOUS RESTRICTIONS:35% THIS INFORMATION WAS PROVIDED VIA PHONE CALL TO THE SURVEYOR ON 11/10/2021. CONTACT TOWN OF CLAYTON PLANNING PRIOR TO CONSTRUCTION OR CONVEYANCE FOR FURTHER CLARIFICATION AND UDATES AT THAT TIME. FURTHER RESTRICTIONS MAY APPLY PER DB 4326 PG 543.
9. CANOY SURVEYING MAKES NO DETERMINATION OR INTERPRETATIONS AS TO ANY ENVIRONMENTAL FEATURES SUCH AS STREAMS, WETLANDS OR OTHERWISE THAT MAY CREATE FURTHUR RESTRICTIONS ON THE PROPERTY. STREAM BUFFERS MAY APPLY TO THE POSSIBLE STREAMS SHOWN ON THE SURVEY.
10. APPARENT EASEMENT WIDTH BASED ON PB 60 PG 144. NO DOCUMENTATION FOUND THAT THE EASEMENT IS THE SAME ON THE SUBJECT PARCEL. NO GARAUNTEE IS MADE TO THE WIDTH OF THE EASEMENT.
11. 50' STREAM BUFFER SHOWN BASED ON REPORT PROVIDED BY THE CLIENT. THE REPORT BEING CONDUCTED BY SUMMIT ENGINEERING AND BEING SUMMIT PROJECT NO.8190.E0007 DATED:9/22/2021.

EASEMENTS/RIGHT OF WAYS

DB 2852 PG 899 PROGRESS ENERGY CAROLINAS, INC. (BLANKET TYPE EASEMENT)
DB 2903 PG 561 PROGRESS ENERGY CAROLINAS, INC. (BLANKET TYPE EASEMENT)
DB 4326 PG 543 TOWN OF CLAYTON ORDINANCE FOR PDD (MAP ILLEGIBLE AND MAY AFFECT PROPERTY)

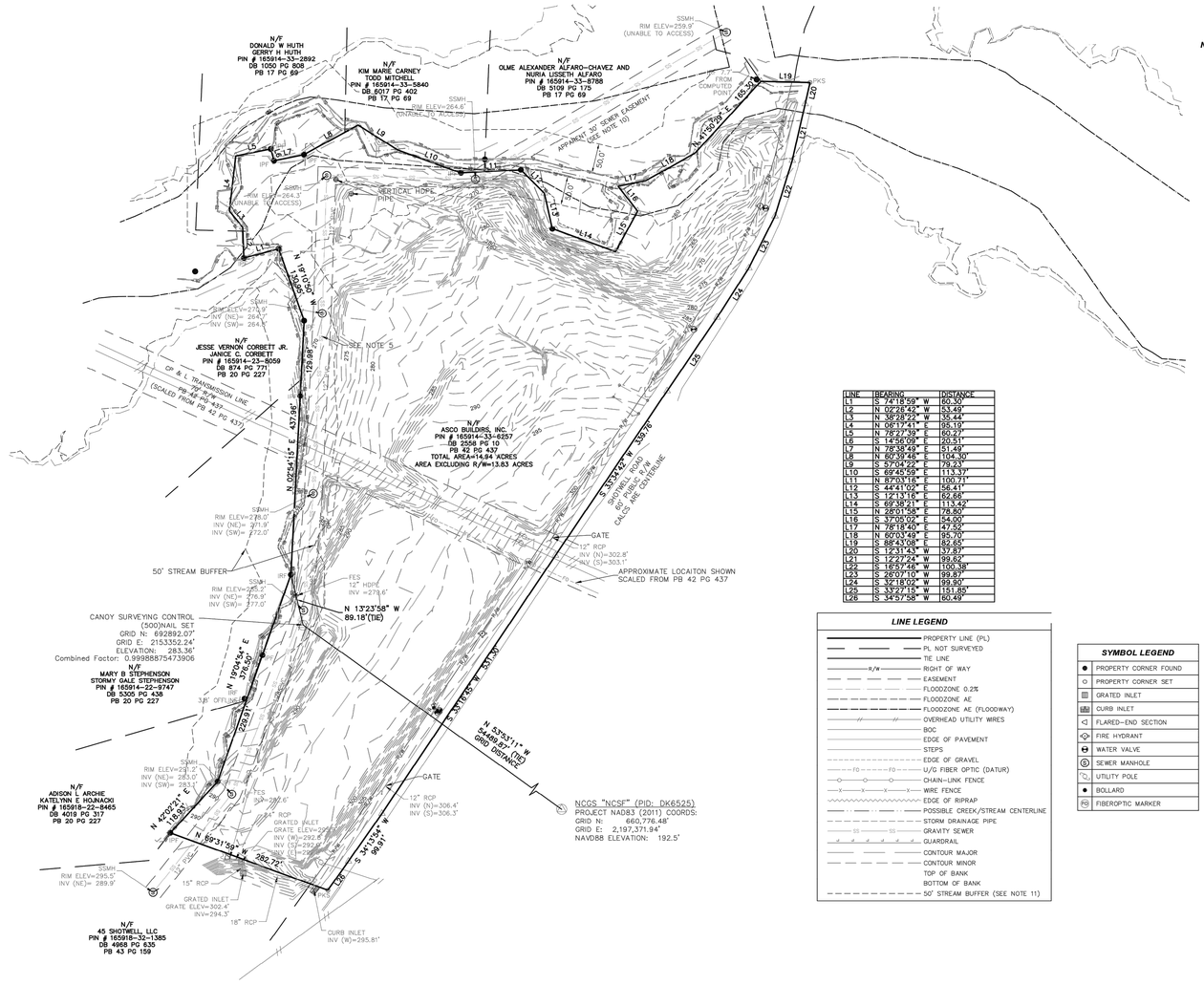
REFERENCES

DB 2558 PG 10
PB 42 PG 437; OF THE JOHNSTON COUNTY REGISTRY.

TITLE COMMITMENT

Lying and being situated in Johnston County, North Carolina, and being more particularly described as follows

BEING all of Lot 4, containing 14.94 acres more or less, according to a survey entitled "Survey & Map for Donald E. Bullard" by Southwind Surveying & Mapping, Inc., dated May 5, 1993 and recorded in Plat Book 42, Page 437, Johnston County Registry.



LINE	BEARING	DISTANCE
L1	S 74°18'59" W	60.30'
L2	N 02°28'42" W	53.49'
L3	N 39°28'22" W	55.44'
L4	N 06°17'41" E	98.19'
L5	N 78°27'39" E	50.47'
L6	S 14°56'09" E	20.51'
L7	N 78°38'49" E	51.49'
L8	N 69°39'46" E	104.30'
L9	S 57°04'22" E	79.43'
L10	S 69°45'59" E	113.37'
L11	N 87°03'16" E	100.71'
L12	S 44°41'02" E	56.41'
L13	S 12°13'16" E	62.66'
L14	S 69°38'21" E	113.42'
L15	N 28°01'56" E	78.60'
L16	S 37°05'02" E	54.00'
L17	N 78°15'40" E	47.92'
L18	N 60°03'49" E	95.70'
L19	S 88°43'08" E	82.65'
L20	S 12°31'43" W	37.80'
L21	S 12°27'24" W	99.62'
L22	S 18°57'46" W	100.38'
L23	S 26°07'10" W	99.83'
L24	S 32°18'02" W	99.90'
L25	S 33°27'15" W	151.85'
L26	S 34°57'58" W	60.49'

LINE LEGEND

- PROPERTY LINE (PL)
- PL NOT SURVEYED
- TIE LINE
- R/W — RIGHT OF WAY
- EASEMENT
- FLOODZONE 0.2%
- FLOODZONE AE
- FLOODZONE AE (FLOODWAY)
- OHU — OVERHEAD UTILITY WIRES
- BOC
- EDGE OF PAVEMENT
- STEPS
- EDGE OF GRAVEL
- FO — U/G FIBER OPTIC (DATUR)
- CHAIN-LINK FENCE
- X — WIRE FENCE
- EDGE OF RIPRAP
- POSSIBLE CREEK/STREAM CENTERLINE
- STORM DRAINAGE PIPE
- SS — GRAVITY SEWER
- GUARDRAIL
- CONTOUR MAJOR
- CONTOUR MINOR
- TOP OF BANK
- BOTTOM OF BANK
- 50' STREAM BUFFER (SEE NOTE 11)

SYMBOL LEGEND

- PROPERTY CORNER FOUND
- PROPERTY CORNER SET
- GRATED INLET
- CURB INLET
- FLARED-END SECTION
- FIRE HYDRANT
- WATER VALVE
- SEWER MANHOLE
- UTILITY POLE
- BOLLARD
- FO — FIBEROPTIC MARKER

GPS GRID TIE NOTES

1) CLASS OF SURVEY: CLASS B
2) HORIZONTAL POSITIONAL ACCURACY: 0.10'
3) GPS FIELD PROCEDURE: REAL TIME NETWORK (VRS)
4) DATE OF GPS SURVEY: 9/23/2021
5) DATUM DESCRIPTION:
   NC STATE PLANE COORDINATE SYSTEM
   NAD83 (2011)
6) PUBLISHED / FIXED CONTROL USED:
   CORS(NC RTN)
7) GEOID MODEL: GEIOD 12B
8) UNIT OF MEASUREMENT: U.S. SURVEY FOOT
9) ROOT MEAN SQUARE ERROR AT 95% CONFIDENCE LEVEL USED TO CHECK ACCURACY

To **Strata SFR LLC** and/or its successors and assigns, as their interests may appear, and Fidelity National Title Insurance Company:

This is to certify that this map or plot and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirments for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 5, 6a, 7a, 7b1, 7c, 8, 9, 11b and 13 in the Table A thereof. The field work was completed on October 28, 2021.

THIS 1st DAY OF November, 2021.
SEAL

NORTH CAROLINA PROFESSIONAL SEAL L-5276 LAND SURVEYOR ADAM R. CANOY

PRELIMINARY

ADAM R. CANOY, PLS L-5276

GRAPHIC SCALE
0 50 100 200 400
1" = 100'

N
W E
S
NC Grid - NAD 83 (2011)

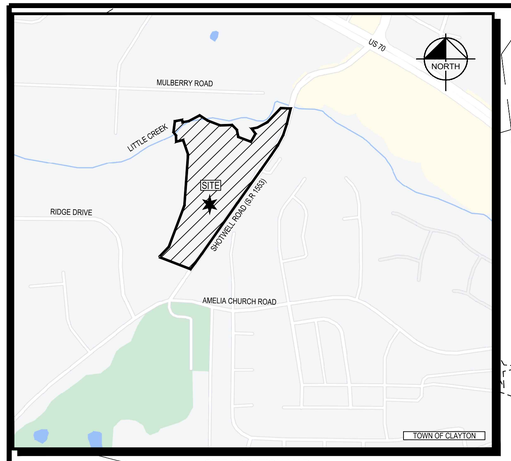
SURVEY PREPARED FOR:

SURVEY PREFORMED BY:
CANOY SURVEYING
1154 SHONELE LANE
STEM, NC 27581
PHONE (984) 377-2626

ALTA/NSPS LAND TITLE SURVEY
Strata SFR LLC
LATITUDE 35.653793,LONGITUDE -78.482539
JOHNSTON COUNTY - CLAYTON TOWNSHIP
CLAYTON, NORTH CAROLINA

REVISIONS:

DATE OF SURVEY:	DATE
SCALE:	1" = X'
DRAWN BY:	XXX
CHECKED BY:	C. HOWARD, PLS
PROJECT:	xxxxx.xxxx.xx
SHEET:	1 / 1



SITE LOCATION MAP
NOT TO SCALE

LEGEND

EXISTING CONDITIONS

- 50' RIPARIAN BUFFER
- 100-YEAR FLOODPLAIN

PROPOSED CONDITIONS

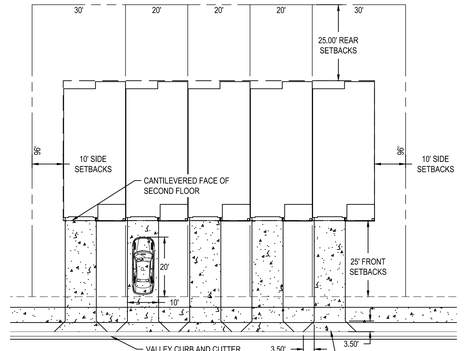
- TOWNHOME UNITS
- PROPERTY LINE
- PROPOSED SCM
- STREAM CENTERLINE
- PROPOSED RCA

SITE DATA:

LOCATION:	TOWN OF CLAYTON
CURRENT ZONING:	R-8
PROPOSED ZONING:	R-8
PARKING REQUIRED:	2 x 68=136
PROVIDED:	136
ELECTRIC PROVIDER:	TOWN OF CLAYTON
WATER PROVIDER:	TOWN OF CLAYTON
SANITARY SEWER PROVIDER:	TOWN OF CLAYTON
TOWNHOMES:	68
FRONT YARD:	25 FEET
REAR YARD:	25 FEET
SIDE INTERIOR:	10 FEET
SIDE STREET:	15 FEET
MAX. BUILDING HT.	35 FEET
TOTAL SITE AREA:	14.94 ACRES
EXISTING R.O.W.:	1.11 ACRES
ADDITIONAL R.O.W. DEDICATION:	0.92 ACRES
NET SITE AREA:	12.89 ACRES
NET DEVELOPED AREA:	7.33 ACRES
DENSITY	4.55 UNITS/ACRE
ON-SITE IMPERVIOUS:	3.11 ACRES
R.C.A. PROVIDED:	3.88 ACRES
OPEN SPACE (PRIVATE) REQUIRED:	1.94 ACRES (12%)
OPEN SPACE (PRIVATE) PROVIDED:	2.54 ACRES (25% of Req.)
ACTIVE AREA REQUIRED:	0.49 ACRES
ACTIVE AREA PROVIDED:	1.39 ACRES

SITE NOTES

1. ALL DIMENSIONS ARE BASED FROM FACE OF CURB TO FACE OF CURB, UNLESS OTHERWISE NOTED.
2. SEE ALTA/NSPS LAND TITLE SURVEY SHEET FOR COMPLETE BOUNDARY DESCRIPTION, ADJOINING PROPERTIES, ZONING AND USE.
3. THIS SITE IS PARTIALLY LOCATED IN A SPECIAL FLOOD HAZARD AREA ACCORDING TO THE CURRENT FLOOD INSURANCE RATE MAP, FIRM PANEL 372016 / 5900 DATED JUNE 20, 2018.
4. SITE BOUNDARY, TOPOGRAPHY, UTILITY AND ROAD INFORMATION TAKEN FROM CANOY SURVEYING. SEALED BY ADAM CANOY, PLS, OCTOBER 28, 2021.
5. REFUSE COLLECTION WITH INDIVIDUAL ROLLOUT BINS.



TYPICAL LOT LAYOUT
1"=20'

PROPOSED DRIVEWAYS TYPICALLY ON HIGH SIDE OF LOT AND ALIGNED WITH GARAGE OPENING. DRIVEWAY LOCATION SUBJECT TO CHANGE.

THE FRONTAGE IMPROVEMENTS ON THE REVISED SITE PLAN WILL REMAIN AS SHOWN AND CONSTRUCTED UNDER THE CD PACKAGE. FEE IN LIEU OF (FIL)IS ACCEPTABLE BY THE TOWN (EMAIL FROM JONATHAN JACOBS ON JUNE 24, 2022) FOR THE FUTURE ROADWAY INFRASTRUCTURE NORTH OF STREET B. RIGHT OF WAY DEDICATION IS STILL PROVIDED FOR AN ULTIMATE RIGHT OF WAY OF 110 FEET.

SCALE: 1" = 60'

Know what's below. Call before you dig.

REV	DATE	DESCRIPTION

DESIGNED BY: JDJ
DRAWN BY: CM
REVIEWED BY: XX

BCE
5440 WADE PARK BLVD, SUITE 102
RALEIGH NC 27607
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NC LICENSE #C-4397
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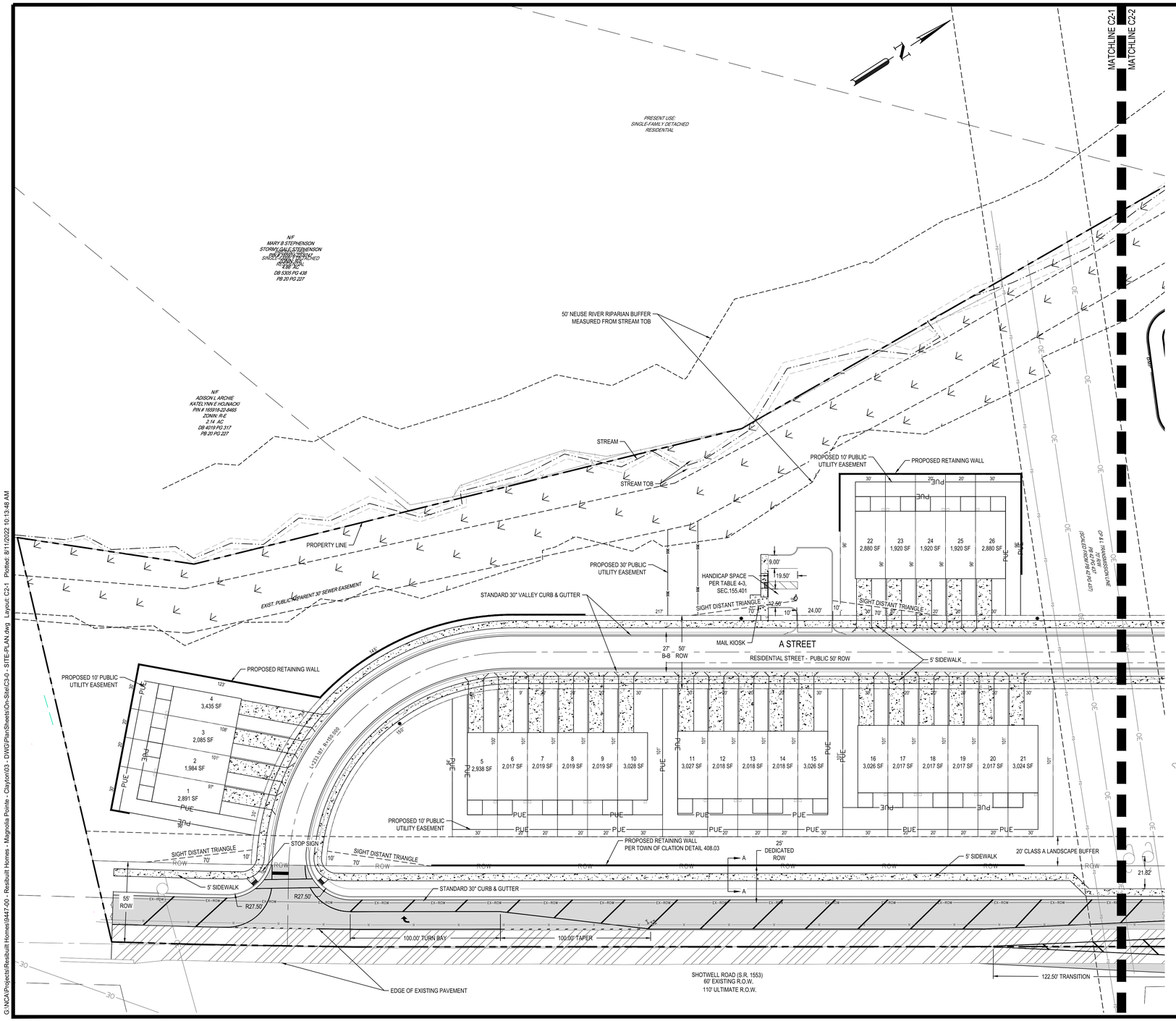
RESIBUILT HOMES, LLC
3630 PEACHTREE ROAD NE, SUITE 1500
ATLANTA,GA30326

MAGNOLIA POINTE
SHOTWELL ROAD
CLAYTON / NC / 27520

OVERALL SITE PLAN

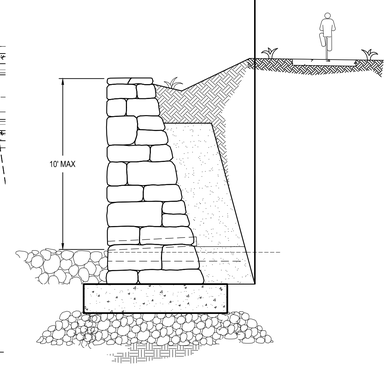
NORTH CAROLINA PROFESSIONAL SEAL 050656 ENGINEER JUAN A. MILLO
08/11/2022
NOT FOR CONSTRUCTION

FILE NUMBER: 9447-00
DATE: 08/11/2022
C2-0



PROPOSED BOUNDARY LEGEND

- SSE — PROPOSED SEWER EASEMENT
- SDE — PROPOSED STORM EASEMENT
- BMP — PROPOSED BMP / POND EASEMENT
- PUE — PROPOSED UTILITY EASEMENT
- PROPOSED SIGHT DISTANCE EASE
- PROPOSED BUFFER
- ROW — PROPOSED ROW



SECTION A-A
NTS

0 15' 30' 60'
SCALE: 1" = 30'

811 Know what's below. Call before you dig.

REV	DATE	DESCRIPTION

DESIGNED BY: JDJ
DRAWN BY: CM
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CLAYTON / NC / 27520

ENLARGED SITE PLAN

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 050156 JOSHUA D. JARAMILLO
11/7/2022
NOT FOR CONSTRUCTION

FILE NUMBER: 9447-00
DATE: 08/11/2022
C2-1

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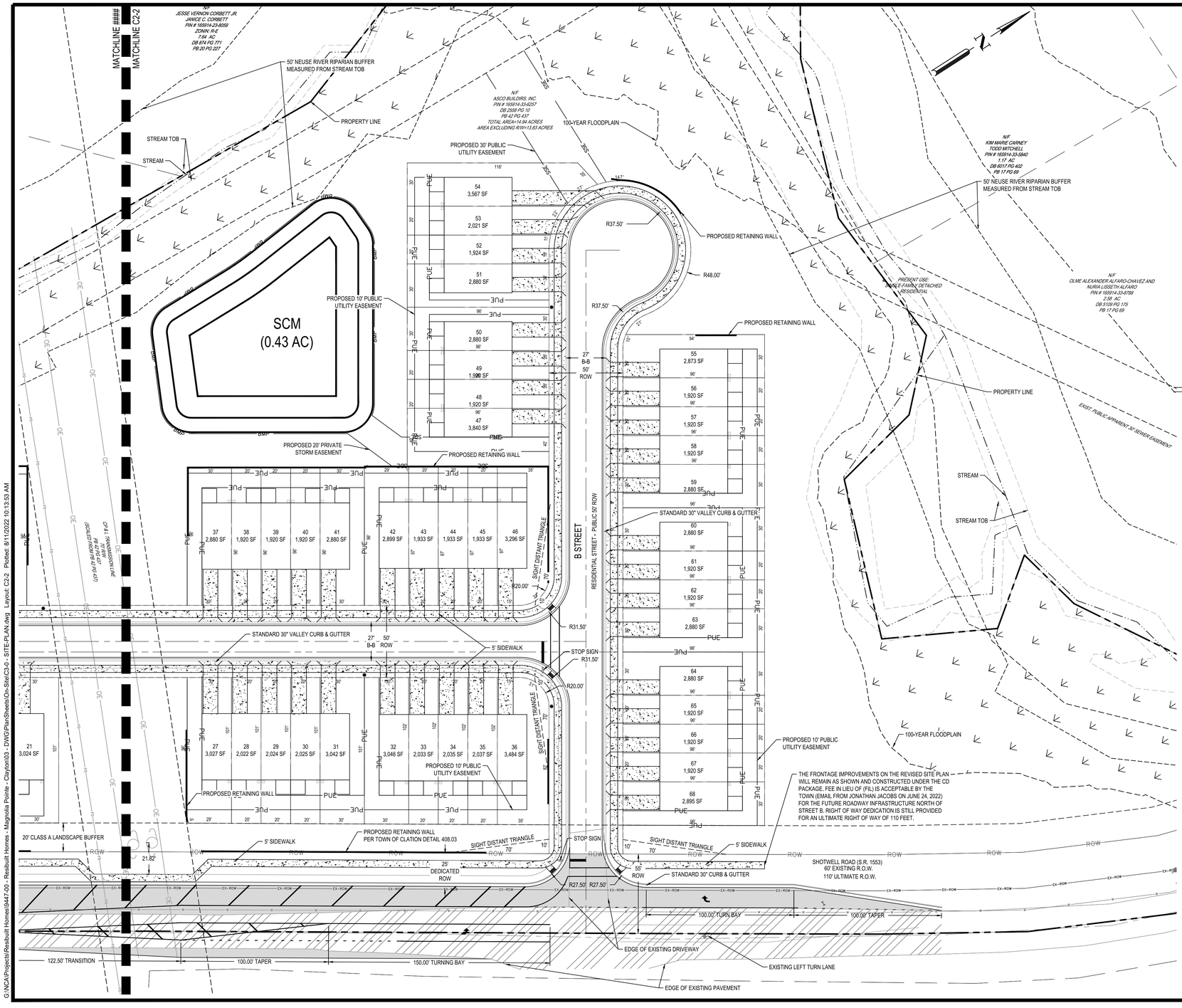

REV	DESCRIPTION	DATE

DESIGNED BY: JDJ
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CLAYTON, NC / 27520

ENLARGED SITE PLAN

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 039656 CHRISTOPHER MICHAEL MIJARES
08/11/2022
NOT FOR CONSTRUCTION

FILE NUMBER: 9447-00
DATE: 08/11/2022
C2-2

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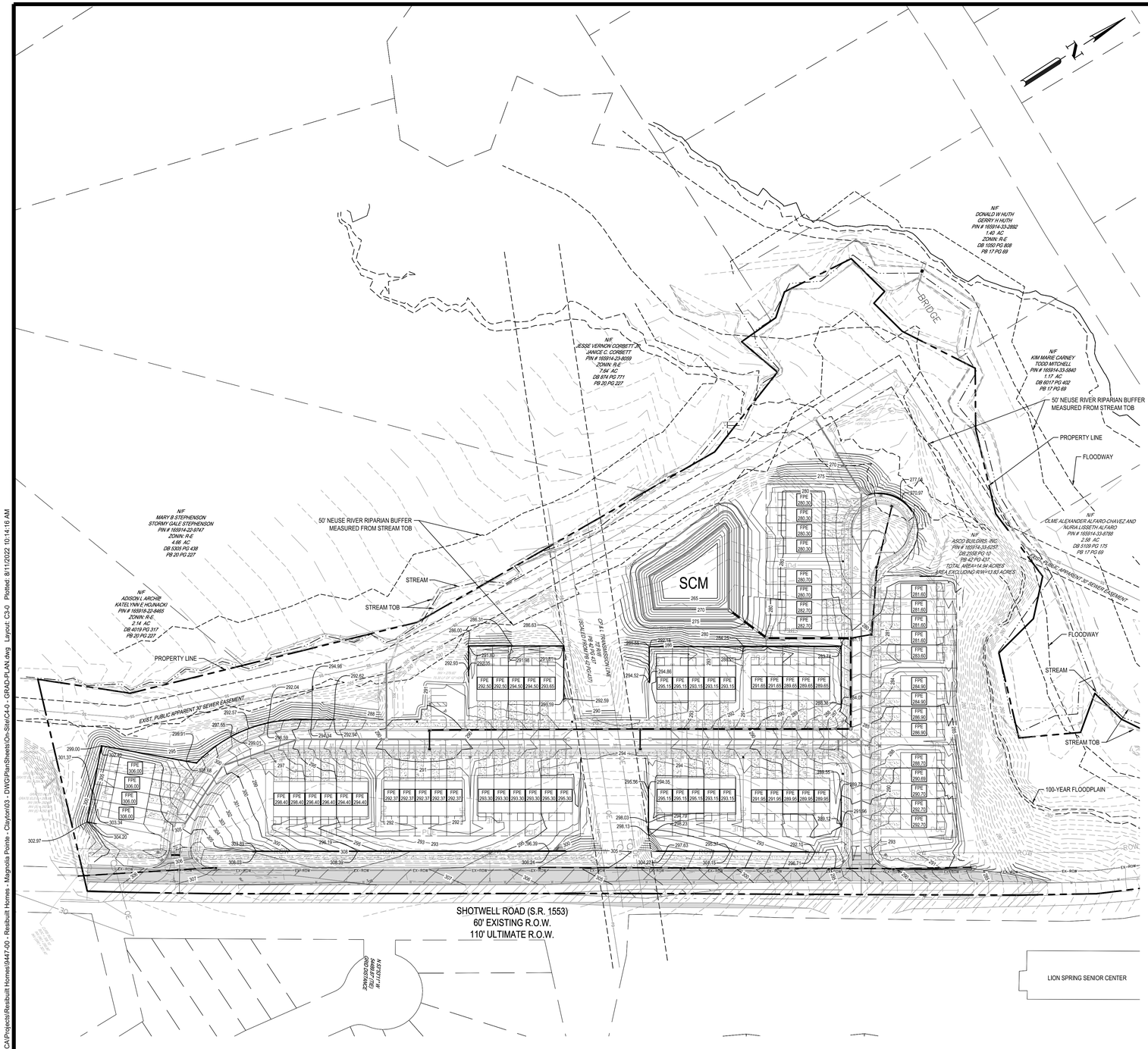

GRADING NOTES

1. CONTRACTOR SHALL REVIEW, UNDERSTAND AND IMPLEMENT ALL REQUIRED EROSION AND SEDIMENTATION CONTROL MEASURES PRIOR TO ANY DISTURBANCE.
2. ALL SPOT ELEVATIONS ALONG PAVEMENT REPRESENT FINISHED GRADE ELEVATION UNLESS OTHERWISE NOTED.
3. ALL PROPOSED STORM PIPE TO BE CLASS III RCP UNLESS OTHERWISE NOTED.
4. ALL STRUCTURES SHALL BE ADJUSTED AS NECESSARY TO BE FLUSH WITH FINAL PAVEMENT.
5. INLET PROTECTION - CONTRACTOR SHALL PROVIDE AND MAINTAIN CATCH BASIN INLET PROTECTION ON ALL EXISTING AND PROPOSED INLETS UNTIL CONTRIBUTING DRAINAGE AREAS ARE STABILIZED THROUGHOUT CONSTRUCTION.
6. CONTRACTOR SHALL PROVIDE SMOOTH TRANSITION BETWEEN PROPOSED PAVEMENT AND EXISTING PAVEMENT AND STORM STRUCTURES.
7. ALL DRAINAGE STRUCTURES SHALL BE CONSTRUCTED WITH (4) SIDED BEARING HEAVY DUTY H-20 RATED TRAFFIC RIMS AND GRATES.
8. CONTRACTOR SHALL COORDINATE PAVING IMPROVEMENTS TO AVOID TIRE MARKS FROM CONSTRUCTION ACTIVITY. FINAL PAVING SHALL BE AS SMOOTH AS POSSIBLE AND FREE FROM ANY MARKS, SCRAPES, GOUGES, TIRE MARKS, ETC. CAUSED DURING CONSTRUCTION.
9. DURING CONSTRUCTION AND AFTER FINAL GRADING, NO SURFACE WATER RUNOFF MAY BE DIRECTED TO ADJACENT PROPERTIES, AND ALL SURFACE WATER RUNOFF MUST BE ROUTED TO APPROVED DRAINAGE FACILITIES OR BE RETAINED ON SITE. ALL RUNOFF FROM THE SITE, BOTH DURING AND AFTER CONSTRUCTION, MUST BE FREE OF POLLUTANTS, INCLUDING SEDIMENT, PRIOR TO DISCHARGE.
10. ON ALL SLOPES 3:1 OR STEEPER, CONTRACTOR SHALL INSTALL NORTH AMERICAN GREEN PRODUCT SC150 EROSION CONTROL MATTING. REFER TO NAG FOR INSTALLATION GUIDELINES.

0 30' 60' 120'
SCALE: 1" = 60'

811 Know what's below. Call before you dig.

REV	DATE	DESCRIPTION

DESIGNED BY: JDJ
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REVIEWED BY: XX

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ATLANTA/GA/30326

MAGNOLIA POINTE
SHOTWELL ROAD
CLAYTON / NC / 27520

CONCEPTUAL GRADING PLAN

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 039656 JOSEPH D. JARAMILLO
10/11/2022
NOT FOR CONSTRUCTION

FILE NUMBER: 9447-00
DATE: 08/11/2022
C3-0

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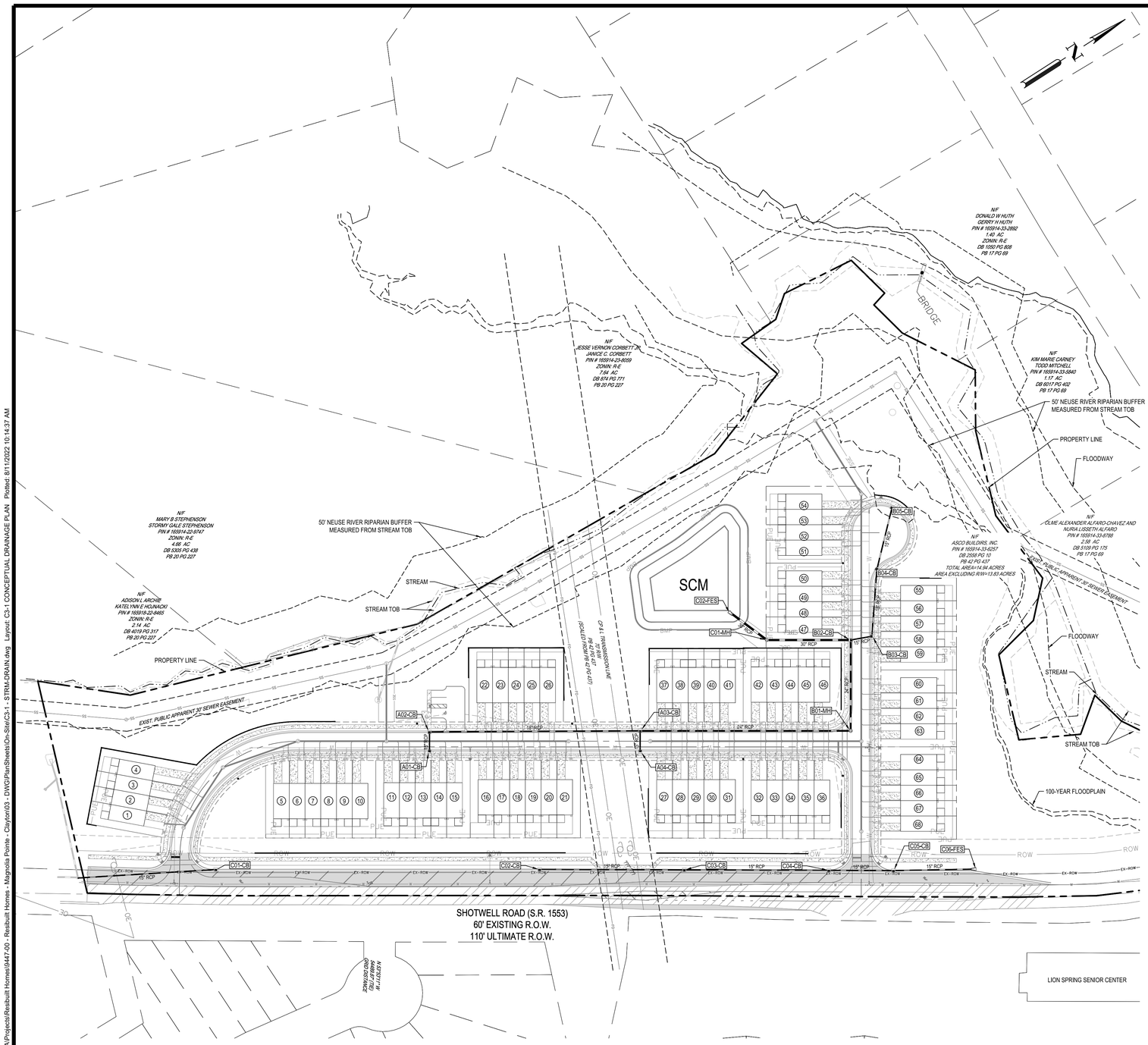

STRUCTURE DATA TABLE								
STRUCTURE NAME	RIM ELEV.	PIPE IN SIZE	INV. IN	INV. OUT	PIPE OUT SIZE	PIPE OUT LENGTH (LF)	PIPE OUT SLOPE	PIPE OUT TO NODE
A01-CB	289.38			285.50 (NW)	15"	25.50	0.50%	A02-CB
A02-CB	289.05	15"	285.37 (SE)	284.62 (NE)	18"	267.79	0.50%	A03-CB
A03-CB	293.82	15" 18"	283.53 (SE) 283.28 (SW)	282.78 (NE)	24"	267.52	1.79%	B01-MH
A04-CB	293.82			288.18 (NW)	15"	27.00	17.22%	A03-CB
B01-MH	285.22	24"	278.00 (SW)	278.00 (NW)	24"	118.14	6.18%	B02-CB
B02-CB	280.58	15" 24"	271.45 (NE) 270.70 (SE)	270.20 (SW)	30"	106.50	0.40%	C01-MH
B03-CB	280.45	15"	272.05 (NW)	271.55 (SW)	15"	27.42	0.39%	B02-CB
B04-CB	278.59	15"	272.53 (NW)	272.46 (SE)	15"	87.40	0.47%	B03-CB
B05-CB	277.24			272.81 (SE)	15"	82.62	0.35%	B04-CB
C01-CB	307.40			300.88 (SW)	15"	175.52	0.50%	
C01-MH	280.53	30"	269.77 (NE)	269.77 (W)	30"	60.79	0.44%	C02-FES
C02-CB	306.00			302.00 (NE)	15"	183.99	0.50%	C03-CB
C02-FES	272.79	30"	269.50 (E)					
C03-CB	304.02	15"	301.08 (SW)	301.08 (NE)	15"	183.76	0.50%	C04-CB
C04-CB	303.10	15"	300.16 (SW)	300.16 (NE)	15"	82.00	5.00%	C05-CB
C05-CB	299.00	15"	296.06 (SW)	287.52 (NE)	15"	105.15	0.50%	C06-FES
C06-FES	288.93	15"	286.99 (SW)					

0 30' 60' 120'
SCALE: 1" = 60'

811 Know what's below. Call before you dig.

REV	DATE	DESCRIPTION

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REVIEWED BY: XX

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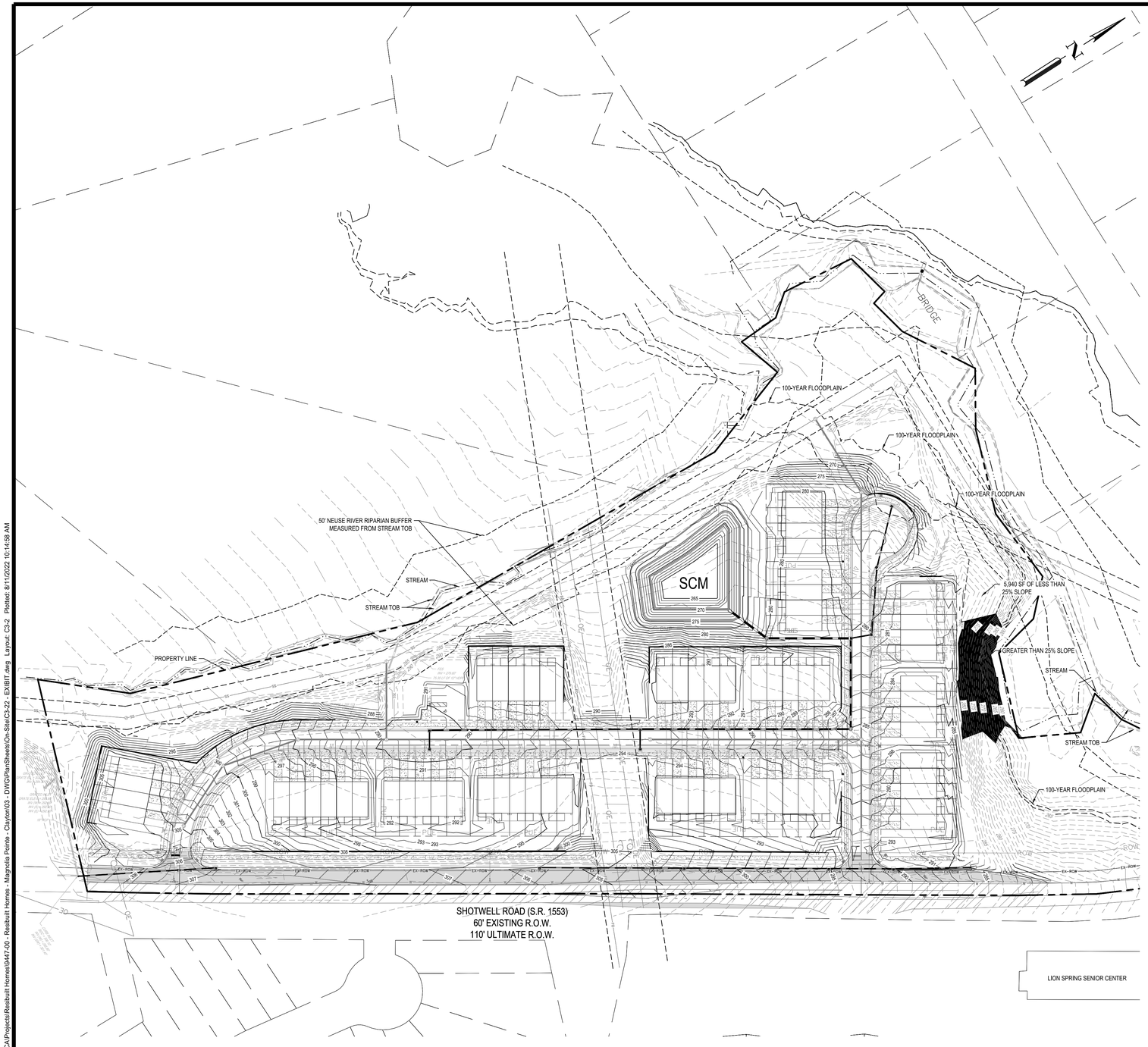
CLAYTON / NC / 27520

CONCEPTUAL DRAINAGE PLAN

NORTH CAROLINA PROFESSIONAL SEAL 039656 ENGINEER JOSHUA D. JABARA MILLER
08/11/2022
NOT FOR CONSTRUCTION

FILE NUMBER: 9447-00
DATE: 08/11/2022
C3-1

G:\NCA\Projects\Reibuilt Homes\9447-00 - Reibuilt Homes - Magnolia Pointe - Clayton\03 - DWG\PlanSheets\On-Site\CS-1 - STRM-DRAIN.dwg Layout: C3-1 CONCEPTUAL DRAINAGE PLAN Plotted: 8/11/2022 10:14:37 AM



REV	DATE	DESCRIPTION

DESIGNED BY: JDJ

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STEEP SLOPES PLAN
(RESOURCE
CONSERVATION AREA)

NORTH CAROLINA PROFESSIONAL SEAL 039656 ENGINEER JUAN MILLO
8/11/2022

NOT FOR CONSTRUCTION

FILE NUMBER: 9447-00

DATE: 08/11/2022

C3-2

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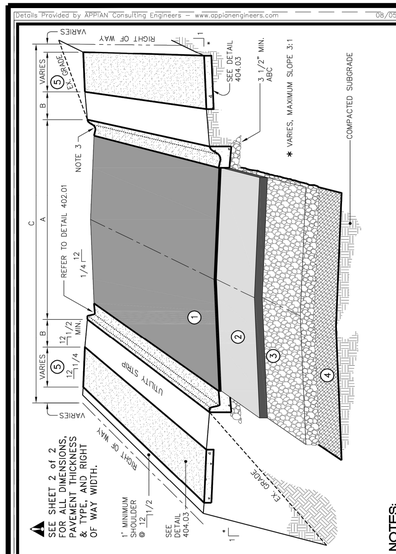

SEE SHEET 2 of 2 FOR ALL DIMENSIONS, PAVEMENT THICKNESS & TYPE AND RIGHT OF WAY WIDTH.

NOTES:
1. Pavement design, pavement width, and street right of way shall be as shown unless otherwise specified. Where unusual conditions exist, or excessive traffic volume is anticipated, the project engineer may call for thicker sections or pavement design accordingly.
2. Refer to plan cross-sections for slope tie-ins.
3. Mountable roll curb and gutter may be used in lieu of straight back curb on residential and residential collectors.

TOWN of CLAYTON
USE WITH THE TOWN of CLAYTON STANDARD SPECIFICATIONS ONLY

TYPICAL STREET CROSS SECTION (CURB & GUTTER APPLICATION)

SCALE:	DETAIL #:
Not To Scale	401.01
REVISION DATE: July, 2010	SHEET # 1 of 6

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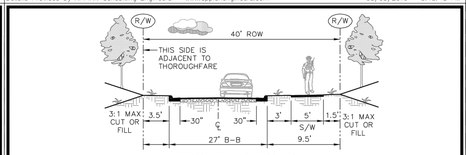
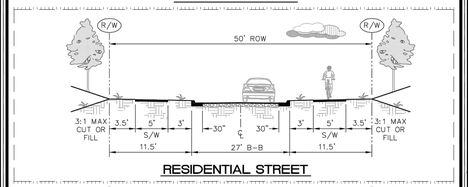
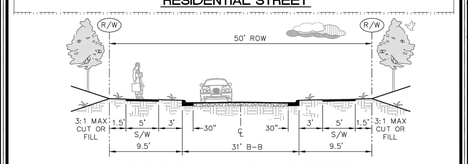


FRONTAGE ROAD



RESIDENTIAL STREET



RESIDENTIAL COLLECTOR STREET

NOTES:
1. See sheet 1 & 2 for pavement properties & matrix.

TOWN of CLAYTON
USE WITH THE TOWN of CLAYTON STANDARD SPECIFICATIONS ONLY

TYPICAL STREET CROSS SECTION (CURB & GUTTER APPLICATION)

SCALE:	DETAIL #:
Not To Scale	401.01
REVISION DATE: July, 2010	SHEET # 3 of 6

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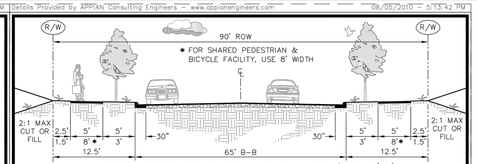
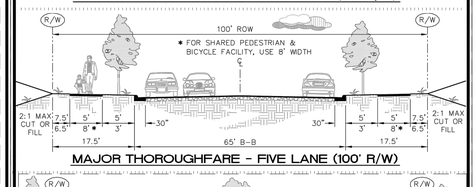
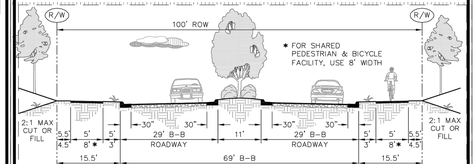


MAJOR THOROUGHFARE - FIVE LANE (90' R/W)



MAJOR THOROUGHFARE - FIVE LANE (100' R/W)



MAJOR THOROUGHFARE - FOUR LANE DIVIDED

NOTES:
1. See sheet 1 & 2 for pavement properties & matrix.

TOWN of CLAYTON
USE WITH THE TOWN of CLAYTON STANDARD SPECIFICATIONS ONLY

TYPICAL STREET CROSS SECTION (CURB & GUTTER APPLICATION)

SCALE:	DETAIL #:
Not To Scale	401.01
REVISION DATE: July, 2010	SHEET # 6 of 6

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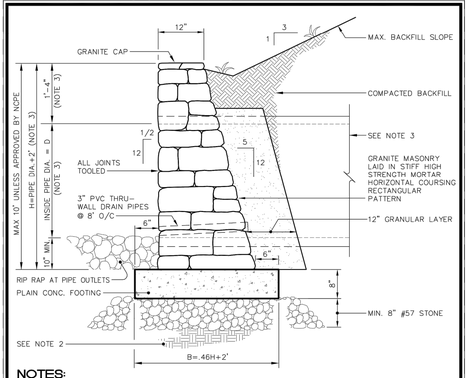

NOTES:
1. Through-wall drain pipes are to be one continuous length.
2. Compression of subgrade at toe to be verified by NCPE to determine that subgrade soil pressure is adequate for loading conditions. If compression at toe exceeds the safe bearing capacity of the soil, footing subgrade improvement will be necessary. Consult with Engineer for guidance.
3. Wall may be used for pipe head/endwall.
4. Solid clay brick or solid concrete masonry may be used in lieu of granite.
5. Concrete footing to be minimum 3000 psi concrete.
6. Design Assumptions:
   A. Base = 0.46 H
   B. Weight of soil behind wall = 110 pcf
   C. Angle of Repose = 1 1/2:1
   D. Wall to be battered a minimum of 1/2:12.
   E. Granular backfill to be #57 stone or sand.
   F. No surcharge behind the wall was considered.

TOWN of CLAYTON
USE WITH THE TOWN of CLAYTON STANDARD SPECIFICATIONS ONLY

TYPICAL GRANITE GRAVITY RETAINING WALL

SCALE:	DETAIL #:
Not To Scale	408.03
REVISION DATE: July, 2010	SHEET # 1 of 1

REV	DATE	DESCRIPTION

DESIGNED BY: JDJ
DRAWN BY: CM
REVIEWED BY: XX

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ATLANTA GA 30326

MAGNOLIA POINTE
SHOTWELL ROAD
CLAYTON / NC / 27520

DETAILS

NORTH CAROLINA PROFESSIONAL SEAL 039656 ENGINEER JOSEPH DJABARI MILLS
08/11/2022

NOT FOR CONSTRUCTION

FILE NUMBER: 9447-00
DATE: 08/11/2022
C3-3

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RECREATIONAL OPEN SPACE:

CALCULATIONS BASED ON OPEN SPACE SUBDIVISION REGULATIONS
(CLAYTON, NC UDO, SECTION 155.203 -TABLE 2-2)

A MINIMUM OF 1,245 SQUARE FEET OF RECREATION AND OPEN SPACE IS REQUIRED PER UNIT FOR SINGLE FAMILY

DENSITY: 68 UNITS / 14.94 AC = 4.55 DU/AC

NUMBER OF SINGLE FAMILY LOTS X 1,245 = REQUIRED OPEN SPACE (SF)
68 LOTS X 1,245 =84,660 SF / 1.94 AC

	REQUIRED	PROPOSED
TOTAL OPEN SPACE:	1.94 ACRES	2.54 ACRES
IMPROVED OPEN SPACE:	0.49 ACRES	1.36 ACRES
COMMON OPEN SPACE:		1.13 ACRES

*AT LEAST 25% OF THE RECREATION AND OPEN SPACE SHALL BE IMPROVED
(25% OF 1.94 AC) = 0.49 ACRES

SITE PLAN LEGEND

- PROPOSED IMPROVED OPEN SPACE
- PROPOSED COMMON OPEN SPACE
- RESOURCE CONSERVATION AREA

NATURAL RESOURCE PROTECTION
50' NEUSE RIVER RIPARIAN BUFFER MEASURED FROM STREAM TOB
100-YEAR FLOODPLAIN
PROPERTY LINE
FLOODWAY
IMPROVED OPEN SPACE (0.95 ACRES)
6' TRAIL
OPEN SPACE
PICNIC SHELTER
SCM (0.43 AC)
BMP
STREAM
STREAM TOB
IMPROVED OPEN SPACE (0.12 ACRES)
IMPROVED OPEN SPACE (0.27 ACRES)
MAIL KIOSK
A STREET
RESIDENTIAL STREET - 50' ROW
B STREET
CLASS A (20') BUFFER
STANDARD 30" CURB AND GUTTER
SHOTWELL ROAD (S.R. 1553)
60' EXISTING R.O.W.
110' ULTIMATE R.O.W.
EDGE OF EXISTING PAVEMENT
LION SPRING SENIOR CENTER
BRIDGE
MULBE
GATE
APPROXIMATE LOCATION SHOWN SCALED FROM RFI #2 RD 4/27

0 30' 60' 120'
SCALE: 1" = 60'

Know what's below. Call before you dig.

REV	DATE	DESCRIPTION

DESIGNED BY: JDJ
DRAWN BY: CM
REVIEWED BY: XX

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3630 PEACHTREE ROAD NE, SUITE 1500
ATLANTA/GA/30326

MAGNOLIA POINTE
SHOTWELL ROAD
CLAYTON / NC / 27520

OPEN SPACE PLAN

NORTH CAROLINA LANDSCAPE ARCHITECT 2005 REGISTERED LANDSCAPE ARCHITECT

NOT FOR CONSTRUCTION

FILE NUMBER: 9447-00
DATE: 08/11/2022
C7-0

G:\NCA\Projects\Resibuilt Homes\9447-00 - Resibuilt Homes - Magnolia Pointe - Clayton\03 - DWG\PlanSheets\On-Site\L7-0 - OPEN SPACE PLAN-07.11.2022.dwg Layout: L1-0 Plotted: 8/11/2022 4:02:27 PM

BENTON
FIRST FLOOR PLAN
1/8" = 1'-0"

SQUARE FOOTAGES	
FIRST FLOOR	586 S.F.
SECOND FLOOR	821 S.F.
TOTAL AREA	1,407 S.F.
GARAGE	224 S.F.
COVERED FRONT PORCH	50 S.F.
TOTAL	1,681 S.F.
OVERALL WIDTH	20'-0"
OVERALL DEPTH	44'-0"

BENTON
SECOND FLOOR PLAN
1/8" = 1'-0"

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GENERAL NOTES:

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL NATIONAL AND LOCAL CODES, REGULATIONS, AND THE CURRENT BUILDING CODE WITH ALL CURRENT ADOPTED EDITIONS.

2. CONTRACTOR AND OR SUB-TRADES SHALL PRIOR TO ANY SITE DISTURBANCE, VERIFY ALL PLANS, DIMENSIONS AND REPORT ANY AND ALL DISCREPANCIES IN EXISTING CONDITIONS TO THE OWNER AND OR HIS/HER REPRESENTATIVES.

3. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, THE GENERAL CONTRACTOR AND OR SUB-TRADES SHALL REPORT ANY PLAN OR DOCUMENT DISCREPANCIES TO SOUTHERN DESIGN CONCEPTS OF ATLANTA. IN THE MODEL, THE GENERAL CONTRACTOR, HIS/HER SUB-TRADES AND REPRESENTATIVES WILL ASSUME ALL RESPONSIBILITIES FOR DISCREPANCIES NOT REPORTED IN WRITING TO AND FOR CLARIFICATION FROM SOUTHERN DESIGN CONCEPTS OF ATLANTA.

4. ALL DRAWING AND DOCUMENT DIMENSIONS, NOTES, DETAILS, SECTIONS, ETC. SHALL BE REVIEWED, CALCULATED AND VERIFIED BY THE GENERAL CONTRACTOR, HIS/HER SUB-TRADES AND REPRESENTATIVES PRIOR TO COMMENCEMENT OF CONSTRUCTION OR HE/SHE WILL ASSUME ALL RESPONSIBILITIES FOR DISCREPANCIES NOT REPORTED IN WRITING TO AND FOR CLARIFICATION TO SOUTHERN DESIGN CONCEPTS OF ATLANTA.

5. ALL DRAWINGS, DETAILS, SECTIONS, ETC. SHALL NEVER BE SCALED.

6. STRUCTURAL FOOTINGS SHOULD ALWAYS BE BELOW THE REQUIRED LOCAL FROST LINE AND MUST REST ON UNDISTURBED OR ENGINEERED FILL VERIFIED BY A LICENSED ENGINEER. A GEOTECHNICAL ENGINEER SHALL BE CONSULTED PRIOR TO COMMENCEMENT OF CONSTRUCTION TO VERIFY PROPOSED FOOTING SIZES. FOOTINGS SHALL BE REQUIREMENTS BASED UPON THE PROJECT'S SITE CONDITIONS AND LOCAL CODES.

7. ALL FOUNDATIONS AND FOOTINGS SHALL BE REINFORCED AND SHALL BE DESIGNED AND VERIFIED BY A LICENSED ENGINEER PRIOR TO CONSTRUCTION.

8. ALL FOUNDATION, WALLS, FOOTINGS, GIRDER BEAMS, FLOOR AND ROOF STRUCTURAL MEMBERS, TRUSSES, ENGINEERED AND SEALED BASED UPON LOCAL CODES BY A LICENSED ENGINEER.

9. TO ENSURE A SAFE AND STABLE STRUCTURE, THE STRUCTURE AND OR DWELLING, THE GENERAL CONTRACTOR, HIS/HER SUB-TRADES AND REPRESENTATIVES SHALL VERIFY AND PROVIDE ADJUSTMENTS TO ANY PROPOSED STRUCTURAL MODIFICATIONS AS NEEDED TO MEET ALL LOCAL AND OR NATIONAL CODES PRIOR TO COMMENCEMENT OF CONSTRUCTION.

10. ALL CONCRETE, STEEL, WOOD AND OR COMPOSITE MATERIALS SHALL MEET ALL LOCAL/NATIONAL CODES.

11. ALL STRUCTURAL MEMBERS INCLUDING BUT NOT LIMITED TO WOOD AND OR COMPOSITE MATERIALS USED AS FOR COLUMNS, BEAMS AND FRAMING SHALL BE DESIGNED TO CARRY/TRANSFER ALL REQUIRED BEARING LOADS THROUGH THE STRUCTURE AND SHALL ULTIMATELY TERMINATE THOSE LOADS TO THE STRUCTURAL FOUNDATION/FOOTINGS ON UNDISTURBED SOIL OR ENGINEERED FILL.

12. ALL FLOOR AND ROOF MEMBERS SHOWN ON THE DRAWINGS/DOCUMENTS SHALL BE ASSUMED TO BE A PRE-ENGINEERED SYSTEM UNLESS NOTED OTHERWISE.

13. ALL WOOD FRAMING MEMBERS USED SHALL BE APPROVED FOR USE BY LOCAL/NATIONAL BUILDING CODES.

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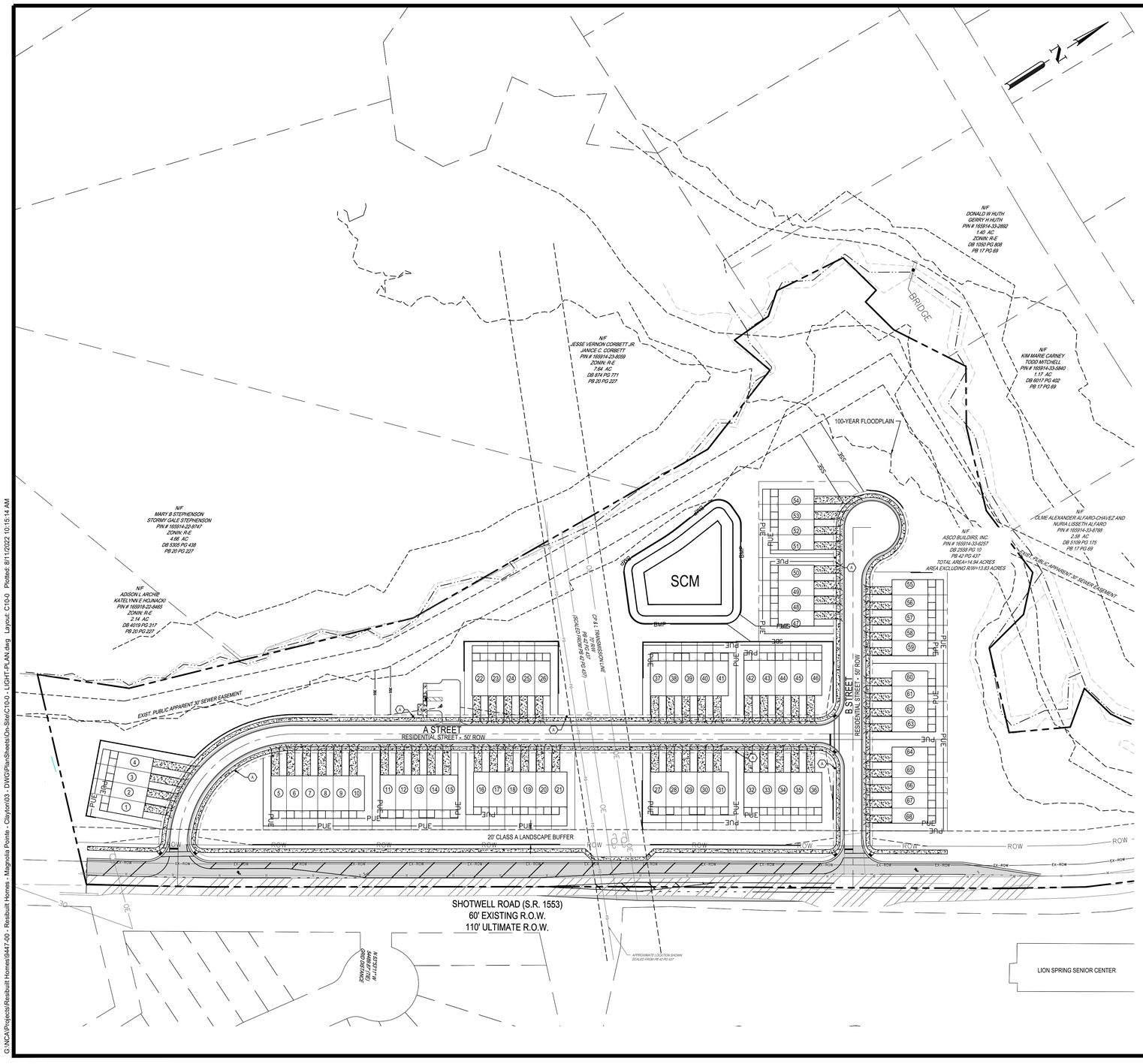
Benton/Jernigan Townhomes

DRAWN BY: JMC

CHECKED BY: DCM

CONSTRUCTION SET: Ø4-Ø1-22

A1



SITE PLAN LEGEND

A — PROPOSED STREET LIGHT• FULLY SHIELDED, ARM-MOUNTED LED FIXTURE (1) 50W LED 400K (4476 LUMENS), MOUNT ON 25' FIBERGLASS.

NOTES

1. ALL EXTERIOR LIGHTING FIXTURES SHALL HAVE A FIXTURE CUTOFF CLASSIFICATION OF "FULL CUTOFF" OR BE FULLY SHIELDED (NO LIGHT AT OR ABOVE HORIZONTAL).
2. ALL STREET LIGHTING SHALL UTILIZE AN LED FIXTURE (50 WATT MINIMUM) WITH A COLOR RENDERING INDEX (CRI) VALUE OF 70 OR BETTER AND HAVE A "WHITE LIGHT" CORRELATED COLOR TEMPERATURE NOT EXCEEDING 4,000 KELVIN.
3. STREET LIGHT POLES SHALL BE FIBERGLASS (GRAY OR BLACK) WITH A MAXIMUM MOUNTING HEIGHT NOT EXCEEDING 35 FEET.
4. MAXIMUM AVERAGE SPACING BETWEEN STREET LIGHTS SHALL BE 250 FEET FOR LOCAL STREETS.
5. MINIMUM INITIAL DELIVERED LUMEN LEVELS SHALL BE 4,800 LUMENS FOR LOCAL STREETS.
6. STREET LIGHTING SHALL BE PLACED AT ALL STREET INTERSECTIONS, STREET CURVES, AND END OF ANY STREETS OR CUL-DE-SACS.
7. STREET LIGHTING INSTALLED BY DEVELOPER SHALL INCLUDE LOCAL STREETS.
8. THE LIGHTING PLAN SHALL BE SUBMITTED TO CLAYTON PUBLIC POWER FOR FINAL DESIGN AND APPROVAL.

0 30' 60' 120'
SCALE: 1" = 60'

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REVIEWED BY: XX

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STREET LIGHTING PLAN

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 029656 JAMES A. BARBEE JR. 08/11/2022
NOT FOR CONSTRUCTION

FILE NUMBER: 9447-00
DATE: 08/11/2022
C10-0

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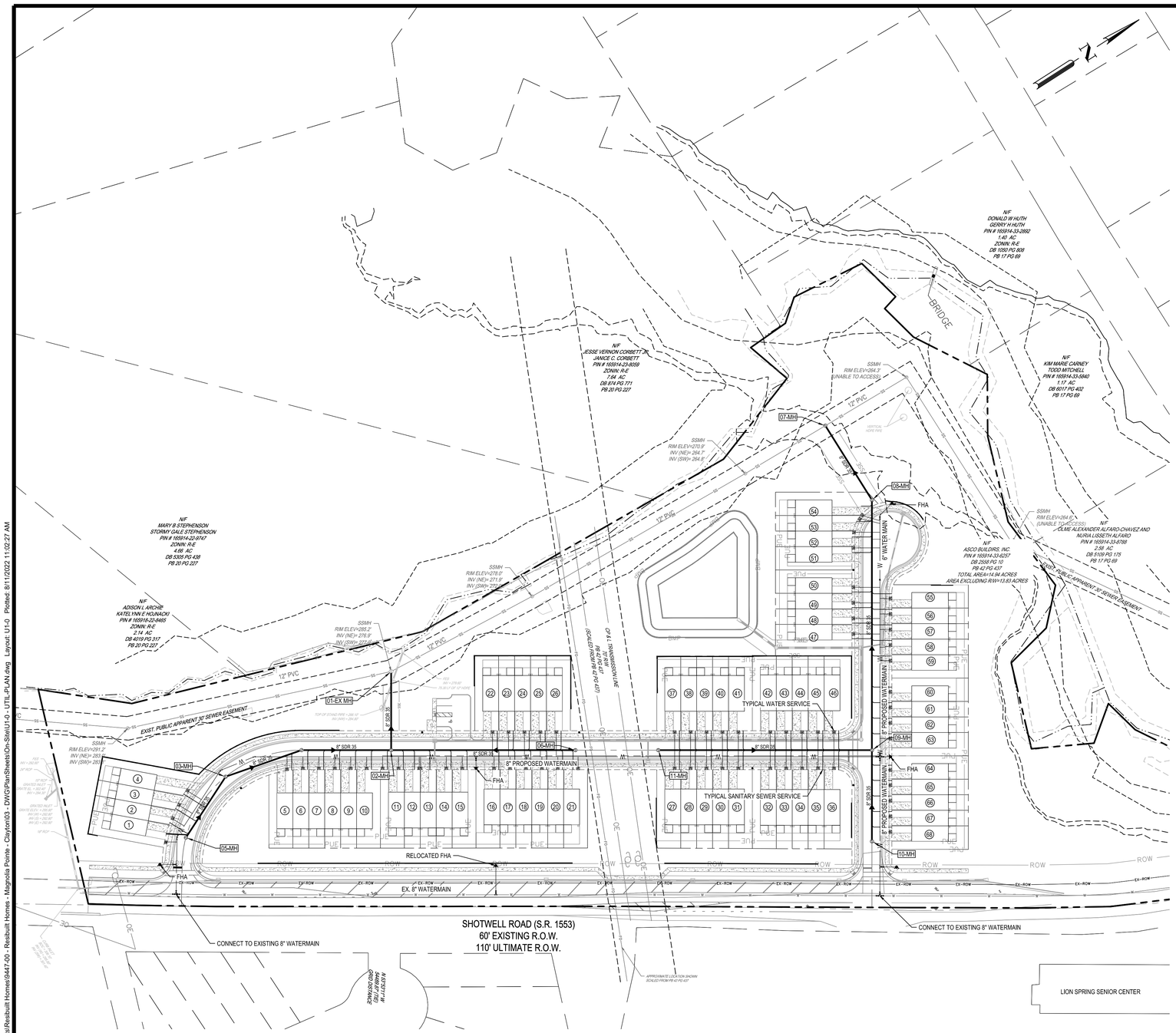

PROPOSED UTILITY LEGEND

- PROPOSED SANITARY
- PROPOSED STORM
- PROPOSED DOMESTIC WATER
- PROPOSED FIRE HYDRANT ASSEMBLY

STRUCTURE DATA TABLE

STRUCTURE NAME	RIM ELEV.	PIPE IN SIZE	INV. IN	INV. OUT	PIPE OUT SIZE	PIPE OUT LENGTH (LF)	PIPE OUT SLOPE	PIPE OUT TO NODE
01-EX MH	283.07	8"	273.01 (SE)					
02-MH	289.85	8" 8"	283.11 (SW) 283.11 (NE)	282.91 (NW)	8"	101.01	9.80%	01-EX MH
03-MH	300.05	8"	292.42 (SE)	292.22 (N)	8"	101.22	3.45%	04-MH
04-MH	294.89	8"	288.72 (S)	288.52 (NE)	8"	112.50	4.81%	02-MH
05-MH	304.78			295.87 (NW)	8"	92.96	3.72%	03-MH
06-MH	293.16			286.30 (SW)	8"	231.24	1.38%	02-MH
07-MH	265.85	8"	251.42 (E)					
08-MH	277.99	8"	260.88 (SE)	260.78 (W)	8"	111.98	8.36%	07-MH
09-MH	286.01	8" 8"	282.33 (SW) 282.33 (SE)	282.13 (NW)	8"	321.57	6.61%	08-MH
10-MH	291.88			286.49 (NW)	8"	117.29	3.54%	09-MH
11-MH	293.61			288.00 (NE)	8"	268.21	2.11%	09-MH

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DRAWN BY: CM
REVIEWED BY: XX

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CONCEPTUAL UTILITY PLAN

NORTH CAROLINA PROFESSIONAL SEAL 029656 ENGINEER JABARI A. MILLS
08/11/2022
NOT FOR CONSTRUCTION

FILE NUMBER: 9447-00
DATE: 08/11/2022
C11-0

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PLANT SCHEDULE							
LARGE SHADE TREES	CODE	QTY	COMMON NAME	BOTANICAL NAME	HEIGHT	CALIPER	NOTES
	AF	22	SOUTHERN SUGAR MAPLE	ACER BARBATUM	8' MIN.	2.5" CAL. MIN.	STREET YARD TREE, WELL MATCHED SPECIMENS / FULL CROWN
	QN	47	NUTTALL OAK	QUERCUS NUTTALII	8' MIN.	2.5" CAL. MIN.	STREET YARD TREE, WELL MATCHED SPECIMENS / FULL CROWN
	QV	39	LIVE OAK	QUERCUS VIRGINIANA	8' MIN.	2.5" CAL. MIN.	BUFFER CANOPY TREE, WELL MATCHED SPECIMENS / FULL CROWN
UNDERSTORY TREES	CODE	QTY	COMMON NAME	BOTANICAL NAME	HEIGHT	CALIPER	NOTES
	PC	37	CAROLINA CHERRY LAUREL	PRUNUS CAROLINIANA	6' MIN.	2" CAL. MIN.	BUFFER TREE, WELL MATCHED SPECIMENS / FULL CROWN
SHRUBS	CODE	QTY	COMMON NAME	BOTANICAL NAME	HEIGHT	CONTAINER	NOTES
	FI	171	BORDER FORSYTHIA	FORSYTHIA INTERMEDIA	24"	3 GAL	BUFFER SHRUB, WELL MATCHED SPECIMENS / FULL CROWN
	IC	26	DWARF BURFORD HOLLY	ILEX CORNUTA 'DWARF BURFORD'	24"	3 GAL	SCREENING SHRUB, WELL MATCHED SPECIMENS / FULL CROWN
PLANTING SYMBOLS	(0) XX — QUANTITY; PLANT CODE						

GENERAL NOTES:

1. PRIOR TO CONSTRUCTION, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATIONS OF ALL UTILITY LINES ADJACENT TO WORK AREAS. CONTRACTOR SHALL PROTECT ALL UTILITY LINES IN AND ADJACENT TO THE WORK AREA DURING CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPAIR ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, OR OTHER SITE APPURTENANCES, WHICH OCCUR AS A RESULT OF WORK PERFORMED BY THE CONTRACTOR, OR ANY OF THEIR SUBCONTRACTORS.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULE OF DELIVERY AND PROTECTION OF PLANT MATERIALS TO MAINTAIN HEALTHY PLANT CONDITIONS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FULLY MAINTAINING ALL OF THE PLANT MATERIALS AND LAWN FOR THE FULL MAINTENANCE PERIOD OF THE CONTRACT. THIS SHALL INCLUDE, BUT MAY NOT BE LIMITED TO: WATERING, MULCHING, PEST CONTROL AND FERTILIZING.
4. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ADVISE THE OWNER'S REPRESENTATIVE OF ANY CONDITION FOUND ON THE SITE WHICH PROHIBITS INSTALLATION AS SHOWN ON THESE DRAWINGS.
5. PERMANENT STABILIZATION SHALL BE ESTABLISHED IN ALL UNPAVED AREAS ON-SITE OR OFF-SITE FOR ANY DISTURBED AREA. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO ESTABLISH PERMANENT AND FINAL STABILIZATION ON THE ENTIRE SITE. THIS MAY REQUIRE WATERING, MOWING, RAKING, AND RE-SEEDING UNTIL PERMANENT STABILIZATION IS ESTABLISHED.
6. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR FINE GRADING AND ANY ADDITIONAL FILL REQUIRED TO ACHIEVE FINISH GRADE PRIOR TO PLANTING IN ALL AREAS.
7. ANY PLANT MATERIAL WHICH IS DISEASED, INFESTED, DISTRESSED, DEAD, OR OTHERWISE REJECTED, PRIOR TO SUBSTANTIAL COMPLETION, SHALL BE PROMPTLY REMOVED BY THE CONTRACTOR FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, SIZE, AND QUANTITY.
8. THE CONTRACTOR SHALL COMPLETELY WARRANTY ALL PLANT MATERIAL FOR A PERIOD OF TWO YEARS AFTER SUBSTANTIAL COMPLETION. THE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS DURING THE NORMAL PLANTING SEASON.
9. PRIOR TO PLANTING, SOIL SAMPLES SHALL BE TAKEN AT MULTIPLE AREAS ACROSS THE SITE, AND LAB TESTED, TO CONFIRM PROPER SOIL CONDITION AND NUTRIENT LOAD FOR THE ESTABLISHMENT OF THE SPECIFIED PLANT MATERIALS. IF UNACCEPTABLE PH OR INADEQUATE SOIL NUTRIENTS ARE DISCOVERED, CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AND THE OWNER'S AGENT. REFER TO PLANTING MIX NOTES.
10. FINAL GRADING SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE IN THE FIELD PRIOR TO PLANTING.
11. THE CONTRACTOR IS ENCOURAGED TO COMPLETE TEMPORARY OR PERMANENT SEEDING OR SODDING IN STAGES FOR SOIL STABILIZATION AS AREAS ARE COMPLETED AFTER GRADING. IN AREAS WHERE SEED IS USED FOR TEMPORARY STABILIZATION, THE TEMPORARY GRASS SHALL BE REMOVED PRIOR TO LAYING SOD.
12. THIS PLAN IS TO BE IMPLEMENTED COOPERATIVELY WITH SWPPP PLAN, AS NEEDED, TO MAXIMIZE THE EFFECTIVENESS OF THE SWPPP PLAN FOR THIS SITE.
13. ALL LANDSCAPED AREAS SHALL BE PROVIDED WITH AN AUTOMATICALLY OPERATED IRRIGATION SYSTEM THAT WILL ADEQUATELY COVER ALL LIVING PLANT MATERIAL, SUCH SYSTEM SHALL INCLUDE A RAIN SENSOR.
14. ALL LANDSCAPED AREAS SHALL BE MAINTAINED IN AN ATTRACTIVE AND HEALTHY CONDITION. DEAD OR DISEASED PLANTINGS SHALL BE REMOVED AND REPLACED IN A TIMELY FASHION.
15. CONTRACTOR IS RESPONSIBLE FOR REPLACEMENT OF GRASS THAT MAY HAVE BEEN DAMAGED DURING CONSTRUCTION UPON COMPLETION OF PROJECT.

LANDSCAPE NOTES

1. ALL LANDSCAPE AREAS SHALL RECEIVE A MINIMUM OF 4" OF CLEAN FRIABLE TOPSOIL FREE OF ROCKS, ROOTS, AND OTHER DELETERIOUS MATERIALS.
2. ALL PLANT MATERIAL SHALL BE HEALTHY, VIGOROUS, AND FREE OF PESTS AND DISEASE.
3. ALL PLANT MATERIAL SHALL BE CONTAINER GROWN, FIELD GROWN, BALLED AND BURLAPPED OR AS INDICATED IN THE PLANT LIST.
4. NEW TREES SHALL MEET REQUIREMENTS AS SPECIFIED. ALL NEW TREES MUST HAVE STRAIGHT TRUNKS WITH STRONG CENTRAL LEADERS INTACT TO THE TOP OF THE CROWN UNLESS MULTI-STEM TREES ARE SPECIFIED. ALL REQUIRED TREES SHALL BE TYPICAL OF THEIR SPECIES AND VARIETY, HAVE NORMAL GROWTH HABITS, HAVE WELL-DEVELOPED BRANCHES, BE VIGOROUS AND HAVE FIBROUS ROOT SYSTEMS. TREES WITH MAJOR GIRDLING ROOTS WILL NOT BE ACCEPTED. TREES WITH CO-DOMINANT BRANCHING WILL NOT BE ACCEPTED. TREES THAT HAVE BEEN SHEARED, TOPPED OR CUT BACK TO MULTIPLY THE BRANCHING STRUCTURE WILL NOT BE ACCEPTED.
5. ALL MATERIALS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT BEFORE, DURING, AND AFTER INSTALLATION.
6. ALL TREES MUST BE GUYED OR STAKED AS SHOWN IN THE DETAILS OR PER LOCAL JURISDICTIONAL REQUIREMENTS.
7. AFTER BEING DUG AT THE NURSERY SOURCE, ALL TREES "IN LEAF" SHALL BE ACCLIMATED FOR TWO (2) WEEKS UNDER A MIST SYSTEM PRIOR TO INSTALLATION.
8. PLANT MATERIAL SHALL BE MEASURED AND SIZED ACCORDING THE LATEST EDITION OF THE AMERICAN STANDARDS FOR NURSERY STOCK (ANSI Z60.1) AS A MINIMUM FOR QUALITY REQUIREMENTS.
9. WHERE SHOWN ON THE PLANS AND DETAILS, PLANTING BEDS ARE TO BE COMPLETELY COVERED WITH A MINIMUM OF FOUR INCHES (4") OF MULCH. MULCH SHALL BE ACQUIRED FROM A LOCAL SOURCE AND HARVESTED IN A SUSTAINABLE MANNER .
10. PLANT SPACING IS AS INDICATED ON 'PLANT SCHEDULE' UNLESS OTHERWISE NOTED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE FULL PLANT COVERAGE IN ALL LANDSCAPE AREAS AS SPECIFIED IN THE PLANT SCHEDULE NOTES.
11. PLANT SPACING IS AS INDICATED ON 'PLANT SCHEDULE' UNLESS OTHERWISE NOTED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE FULL PLANT COVERAGE IN ALL LANDSCAPE AREAS AS SPECIFIED IN THE PLANT SCHEDULE NOTES.
12. TREES OVERHANGING SIDEWALKS AND PARKING OR PEDESTRIAN AREAS SHALL HAVE A MINIMUM CLEAR TRUNK BRANCHING HEIGHT OF EIGHT FEET (8').
13. TREES OVERHANGING VISIBILITY EASEMENTS OR RIGHT-OF WAYS SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF EIGHT FEET (8') . SHRUBS IN VISIBILITY EASEMENTS SHALL HAVE A MAXIMUM HEIGHT OF 24" AND COMPLY WITH LOCAL JURISDICTIONAL REQUIREMENTS.
14. TREES OVERHANGING PUBLIC STREET PAVEMENT WILL HAVE A MINIMUM CLEAR TRUNK OF FOURTEEN FEET (14').
15. ALL TREES NOT LOCATED IN A LANDSCAPE BED ARE TO RECEIVE A FOUR FOOT (4') DIAMETER MULCH RING.
16. ALL PLANT BEDS AND LAWN AREAS SHALL HAVE A 4" V-TRENCH EDGE.

LANDSCAPE REQUIREMENTS

STREET TREE REQUIREMENTS
1 CANOPY TREE EVERY 40' O.C.

STREET A
REQUIRED: 1,800' LENGTH (BOTH SIDES) / 40' = 45 TREES
PROVIDED: 47 CANOPY TREES

STREET B
REQUIRED: 840' LENGTH (BOTH SIDES) / 40' = 21 TREES
PROVIDED: 22 TREES

BUFFER

BUFFER 1
REQUIRED: CLASS A BUFFER (20' WIDTH)
1 CANOPY TREE PER 100'; (115' LENGTH / 100') X 1 TREES =
2 CANOPY TREE
2 UNDERSTORY TREES PER 100'; (115' LENGTH / 100') X 2 TREES =
3 UNDERSTORY TREES
8 SHRUBS PER 100'; (115' LENGTH / 100') X 8 SHRUBS =
10 SHRUBS (3' MIN. HEIGHT)
PROVIDED: 3 CANOPY TREE
4 UNDERSTORY TREES
15 SHRUBS

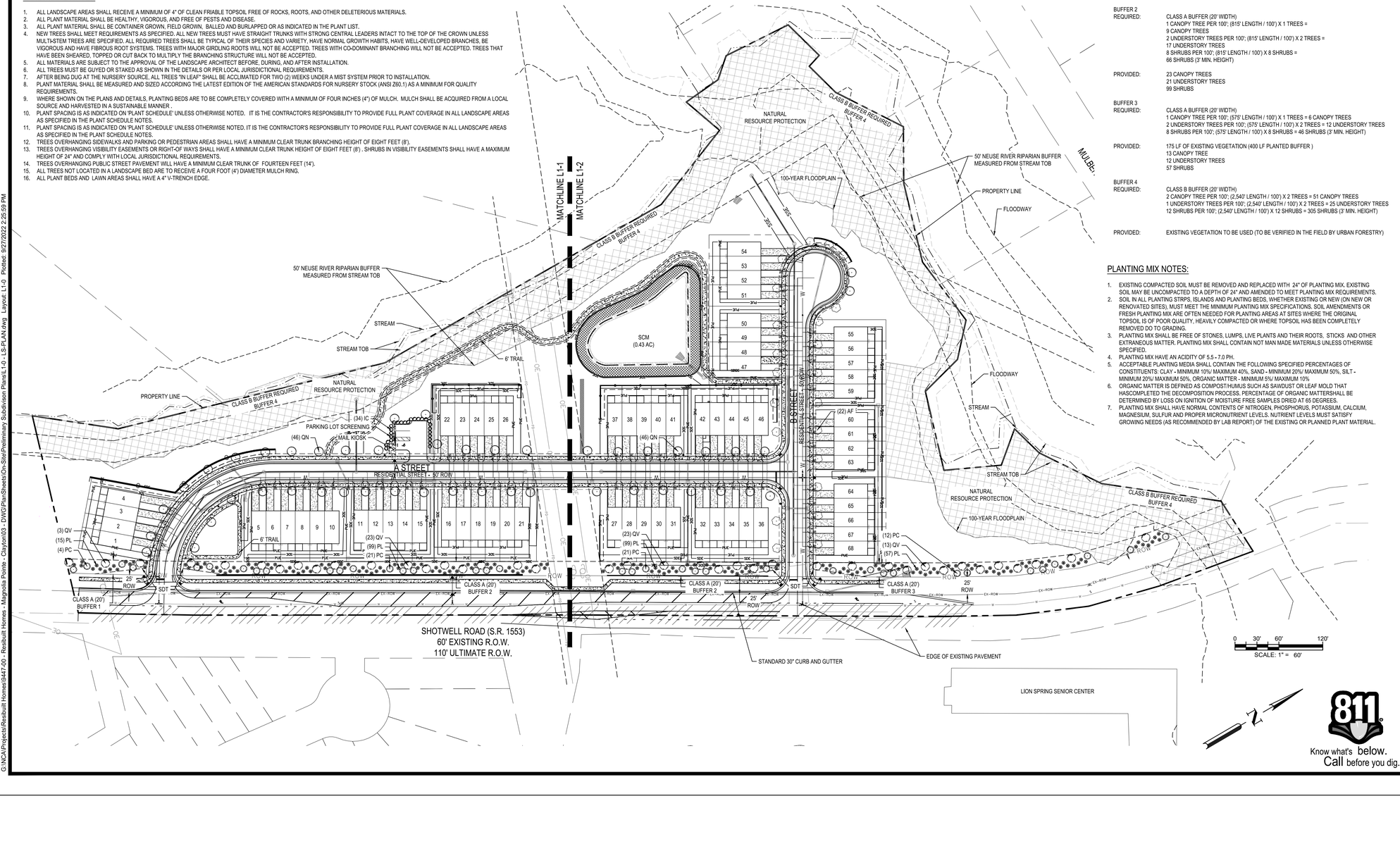
BUFFER 2
REQUIRED: CLASS A BUFFER (20' WIDTH)
1 CANOPY TREE PER 100'; (815' LENGTH / 100') X 1 TREES =
9 CANOPY TREES
2 UNDERSTORY TREES PER 100'; (815' LENGTH / 100') X 2 TREES =
17 UNDERSTORY TREES
8 SHRUBS PER 100'; (815' LENGTH / 100') X 8 SHRUBS =
66 SHRUBS (3' MIN. HEIGHT)
PROVIDED: 23 CANOPY TREES
21 UNDERSTORY TREES
99 SHRUBS

BUFFER 3
REQUIRED: CLASS A BUFFER (20' WIDTH)
1 CANOPY TREE PER 100'; (575' LENGTH / 100') X 1 TREES = 6 CANOPY TREES
2 UNDERSTORY TREES PER 100'; (575' LENGTH / 100') X 2 TREES = 12 UNDERSTORY TREES
8 SHRUBS PER 100'; (575' LENGTH / 100') X 8 SHRUBS = 46 SHRUBS (3' MIN. HEIGHT)
PROVIDED: 175 LF OF EXISTING VEGETATION (400 LF PLANTED BUFFER)
13 CANOPY TREE
12 UNDERSTORY TREES
57 SHRUBS

BUFFER 4
REQUIRED: CLASS B BUFFER (20' WIDTH)
2 CANOPY TREE PER 100'; (2,540' LENGTH / 100') X 2 TREES = 51 CANOPY TREES
1 UNDERSTORY TREES PER 100'; (2,540' LENGTH / 100') X 2 TREES = 25 UNDERSTORY TREES
12 SHRUBS PER 100'; (2,540' LENGTH / 100') X 12 SHRUBS = 305 SHRUBS (3' MIN. HEIGHT)
PROVIDED: EXISTING VEGETATION TO BE USED (TO BE VERIFIED IN THE FIELD BY URBAN FORESTRY)

PLANTING MIX NOTES:

1. EXISTING COMPACTED SOIL MUST BE REMOVED AND REPLACED WITH 24" OF PLANTING MIX. EXISTING SOIL MAY BE UNCOMPACTED TO A DEPTH OF 24" AND AMENDED TO MEET PLANTING MIX REQUIREMENTS.
2. SOIL IN ALL PLANTING STRPS, ISLANDS AND PLANTING BEDS, WHETHER EXISTING OR NEW (ON NEW OR RENOVATED SITES), MUST MEET THE MINIMUM PLANTING MIX SPECIFICATIONS. SOIL AMENDMENTS OR FRESH PLANTING MIX ARE OFTEN NEEDED FOR PLANTING AREAS AT SITES WHERE THE ORIGINAL TOPSOIL IS OF POOR QUALITY, HEAVILY COMPACTED OR WHERE TOPSOIL HAS BEEN COMPLETELY REMOVED DO TO GRADING.
3. PLANTING MIX SHALL BE FREE OF STONES, LUMPS, LIVE PLANTS AND THEIR ROOTS, STICKS AND OTHER EXTRANEOUS MATTER. PLANTING MIX SHALL CONTAIN NOT MAN MADE MATERIALS UNLESS OTHERWISE SPECIFIED.
4. PLANTING MIX HAVE AN ACIDITY OF 5.5 - 7.0 PH.
5. ACCEPTABLE PLANTING MEDIA SHALL CONTAIN THE FOLLOWING SPECIFIED PERCENTAGES OF CONSTITUENTS: CLAY - MINIMUM 10%/ MAXIMUM 40%, SAND - MINIMUM 20%/ MAXIMUM 50%, SILT - MINIMUM 20%/ MAXIMUM 50%, ORGANIC MATTER - MINIMUM 5%/ MAXIMUM 10%
6. ORGANIC MATTER IS DEFINED AS COMPOST/HUMUS SUCH AS SAWDUST OR LEAF MOLD THAT HASCOMPLETED THE DECOMPOSITION PROCESS. PERCENTAGE OF ORGANIC MATTERSHALL BE DETERMINED BY LOSS ON IGNITION OF MOISTURE FREE SAMPLES DRIED AT 65 DEGREES.
7. PLANTING MIX SHALL HAVE NORMAL CONTENTS OF NITROGEN, PHOSPHORUS, POTASSIUM, CALCIUM, MAGNESIUM, SULFUR AND PROPER MICRONUTRIENT LEVELS. NUTRIENT LEVELS MUST SATISFY GROWING NEEDS (AS RECOMMENDED BY LAB REPORT) OF THE EXISTING OR PLANNED PLANT MATERIAL.



Know what's below. Call before you dig.

REV	DATE	DESCRIPTION	
DESIGNED BY:	DF		
DRAWN BY:	DF		
REVIEWED BY:	JDJ		

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3630 PEACHTREE ROAD NE, SUITE 1900
ATLANTA GA 30326

MAGNOLIA POINTE
SHOTWELL ROAD
CLAYTON / NC / 27520

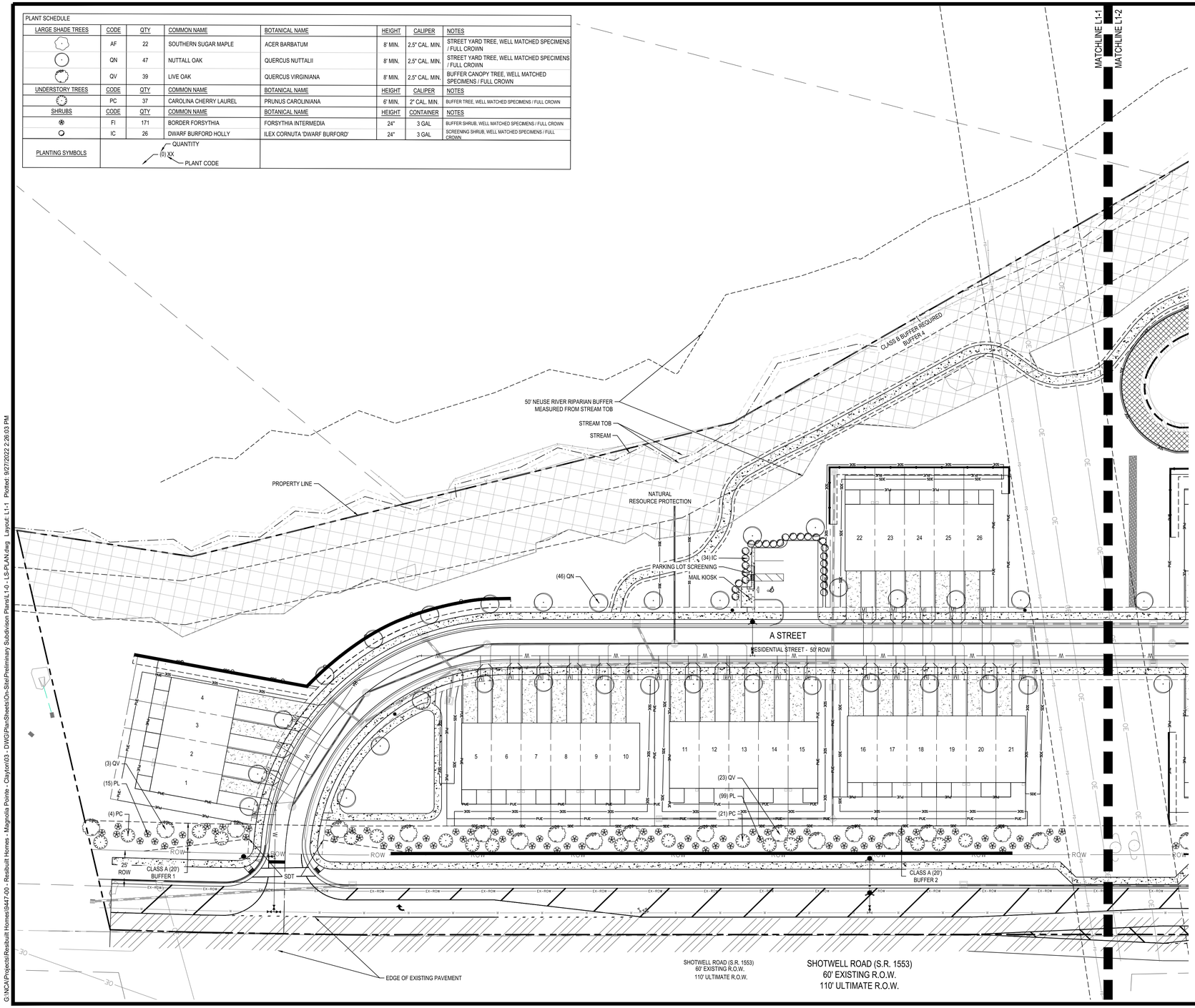
OVERALL LANDSCAPE PLAN

NORTH CAROLINA REGISTERED LA
No.2085
08-27-2021
JAMES S. JOHNSON
FOR CONSTRUCTION

FILE NUMBER: 9447-00
DATE: 09/26/2022
L1-0

G:\NCA\Projects\Resibuilt Homes\9447-00 - Resibuilt Homes - Magnolia Pointe - Clayton\03 - DWG\PlanSheets\On-Site\Preliminary Subdivision Plans\L1-0 - LS-PLAN.dwg Layout: L1-0 Plotted: 9/27/2022 2:25:59 PM

PLANT SCHEDULE							
LARGE SHADE TREES	CODE	QTY	COMMON NAME	BOTANICAL NAME	HEIGHT	CALIPER	NOTES
	AF	22	SOUTHERN SUGAR MAPLE	ACER BARBATUM	8' MIN.	2.5" CAL. MIN.	STREET YARD TREE, WELL MATCHED SPECIMENS / FULL CROWN
	QN	47	NUTTALL OAK	QUERCUS NUTTALII	8' MIN.	2.5" CAL. MIN.	STREET YARD TREE, WELL MATCHED SPECIMENS / FULL CROWN
	QV	39	LIVE OAK	QUERCUS VIRGINIANA	8' MIN.	2.5" CAL. MIN.	BUFFER CANOPY TREE, WELL MATCHED SPECIMENS / FULL CROWN
UNDERSTORY TREES	CODE	QTY	COMMON NAME	BOTANICAL NAME	HEIGHT	CALIPER	NOTES
	PC	37	CAROLINA CHERRY LAUREL	PRUNUS CAROLINIANA	6' MIN.	2" CAL. MIN.	BUFFER TREE, WELL MATCHED SPECIMENS / FULL CROWN
SHRUBS	CODE	QTY	COMMON NAME	BOTANICAL NAME	HEIGHT	CONTAINER	NOTES
	FI	171	BORDER FORSYTHIA	FORSYTHIA INTERMEDIA	24"	3 GAL	BUFFER SHRUB, WELL MATCHED SPECIMENS / FULL CROWN
	IC	26	DWARF BURFORD HOLLY	ILEX CORNUTA 'DWARF BURFORD'	24"	3 GAL	SCREENING SHRUB, WELL MATCHED SPECIMENS / FULL CROWN
PLANTING SYMBOLS	(0) XX — QUANTITY; PLANT CODE						



REV	DATE	DESCRIPTION

DESIGNED BY: DF
DRAWN BY: DF
REVIEWED BY: JDJ

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5440 WADE PARK BLVD, SUITE 102
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LANDSCAPE PLAN
(1 OF 2)

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT
No.2085
9-27-2022
WILLIAM S. MCNIB
FOR CONSTRUCTION

FILE NUMBER: 9447-00
DATE: 09/26/2022
L1-1

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PLANT SCHEDULE							
LARGE SHADE TREES	CODE	QTY	COMMON NAME	BOTANICAL NAME	HEIGHT	CALIPER	NOTES
	AF	22	SOUTHERN SUGAR MAPLE	ACER BARBATUM	8' MIN.	2.5" CAL. MIN.	STREET YARD TREE, WELL MATCHED SPECIMENS / FULL CROWN
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PLANTING SYMBOLS	(0) XX — QUANTITY; PLANT CODE						

MATCHLINE L1-1
MATCHLINE L1-2
PROPERTY LINE
50' NEUSE RIVER RIPARIAN BUFFER MEASURED FROM STREAM TOB
STREAM
STREAM TOB
100-YEAR FLOODPLAIN
CLASS B BUFFER REQUIRED
SCM (0.43 AC)
B STREET
RESIDENTIAL STREET - 56' ROW
A STREET
RESIDENTIAL STREET - 50' ROW
STANDARD 30" VALLEY GUTTER
(22) AF
(46) QN
(23) QV
(99) PL
(21) PC
CLASS A (20') BUFFER 2
CLASS A (20') BUFFER 3
25' ROW
SDT
SHOTWELL ROAD (S.R. 1853)
60' EXISTING R.O.W.
110' ULTIMATE R.O.W.
EDGE OF EXISTING PAVEMENT
NATURAL RESOURCE PROTECTION
(12) PC
(13) QV
(57) PL
0 15' 30' 60'
SCALE: 1" = 30'

Know what's below. Call before you dig.

REV	DATE	DESCRIPTION

DESIGNED BY: DF
DRAWN BY: DF
REVIEWED BY: JDJ

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LANDSCAPE PLAN (2 OF 2)

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT No.2085 9-27-2022 WILLIAM S. MCNIB

FOR CONSTRUCTION

FILE NUMBER: 9447-00
DATE: 09/26/2022
L1-2

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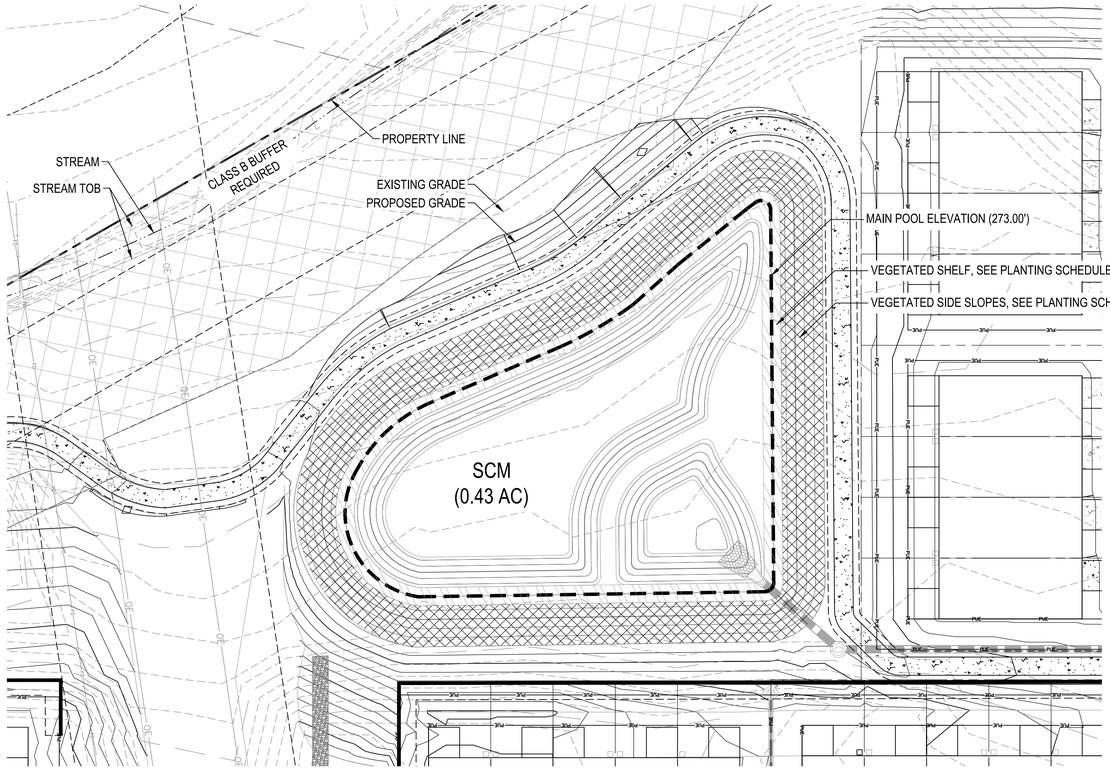


SCM 1 PLANTING SCHEDULE

KEY	QTY.	SCIENTIFIC NAME	COMMON NAME	CON.	ZONE	HATCH
HC	229	HIBISCUS COCCINEUS	SCARLET ROSE MALLOW	2"Ø x 5" PLUG	VEGETATED SHELF	
LC	229	LOBELIA CARDINALIS	CARDINAL FLOWER	2"Ø x 5" PLUG	VEGETATED SHELF	
CT	229	CAREX TENERA	QUILL SEDGE	2"Ø x 5" PLUG	VEGETATED SHELF	
SOD	6,934 SF	FESTUCA ARUNDINACEA	TALL FESCUE SOD	SOD	VEGETATED SIDE SLOPES	

WET POND CALCULATIONS

AS DEFINED IN THE NCDEQ STORMWATER DESIGN MANUAL

VEGETATED SHELF: 2,748 S.F. (0.5' BELOW TO 0.5' ABOVE PERMANENT POND ELEV.)

REQUIRED: .25 PLANTS PER SQUARE FOOT
(3 MINIMUM HERBACEOUS SPECIES)
0.25 PLANTS x 2,748 SF = 687 STEMS
PROVIDED: (229) HC, (229) LC, (229) CT

VEGETATED SIDE SLOPES: 6,934 SF (0.5' TO 5.5' ABOVE PERMANENT POND ELEV.)

REQUIRED: SOD STAKED IN PLACE WITH BIODEGRADABLE TURF STAKES
(PERENNIAL GRASS SPECIES)
PROVIDED: (7,281 SF) SOD

PLANTING NOTES:

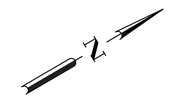
TREES AND WOODY SHRUBS ARE NOT PERMITTED ON THE DAM OR EMBANKMENT SLOPES AND ANY VOLUNTEERS SHOULD BE REMOVED AS PART OF REGULAR MAINTENANCE ACTIVITIES.
TREES AND SHRUBS MAY BE PLANTED OUTSIDE OF EMBANKMENT SLOPES AND CLEAR FROM MAINTENANCE EASEMENT.
ALL PLANTINGS SHOULD BE INSTALLED AT THE PROPER TIME OF YEAR TO ENSURE SURVIVABILITY.

MAINTENANCE PLAN:

GEESE CONTROL - TO CONTROL ACCESS FROM THE SHORE, NYLON TWINE FENCING IS TO BE PLACED AT THE INTERFACE OF OPEN WATER AND THE PLANTED AREAS. FENCING TO BE 24-42" IN HEIGHT.

INSTALLATION GUARANTEE REQUIRED:

INSTALLATION IS GENERALLY CONSIDERED SAFE FROM THE AVERAGE LAST SPRING FROST FOR THE WETLAND LOCATION UNTIL SEVERAL WEEKS BEFORE THE AVERAGE FIRST FALL FROST FOR THE WETLAND LOCATION. IT IS DIFFICULT TO GUARANTEE SURVIVABILITY FOR HERBACEOUS PLANTS INSTALLED DURING THE DORMANT SEASON.



Know what's below. Call before you dig.

REV	DATE	DESCRIPTION

DESIGNED BY: DF
DRAWN BY: DF
REVIEWED BY: JDJ

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ATLANTA,GA 30326

MAGNOLIA POINTE
SHOTWELL ROAD
CLAYTON / NC / 27520

SCM LANDSCAPE PLAN

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT No.2085 09-27-2022 JOSEPH D. JOHNSON, JR. LANDSCAPE ARCHITECT

FOR CONSTRUCTION

FILE NUMBER: 9447-00

DATE: 09/26/2022

L1-3

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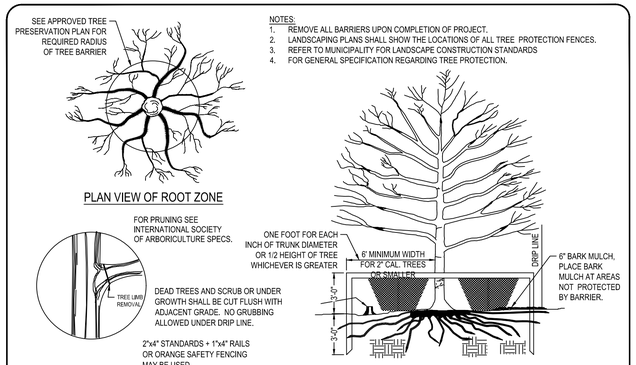
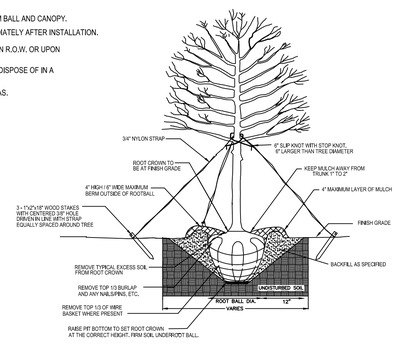


NOTES:
1. REMOVE ALL BARRIERS UPON COMPLETION OF PROJECT.
2. LANDSCAPING PLANS SHALL SHOW THE LOCATIONS OF ALL TREE PROTECTION FENCES.
3. REFER TO MUNICIPALITY FOR LANDSCAPE CONSTRUCTION STANDARDS
4. FOR GENERAL SPECIFICATION REGARDING TREE PROTECTION.

NOT TO SCALE

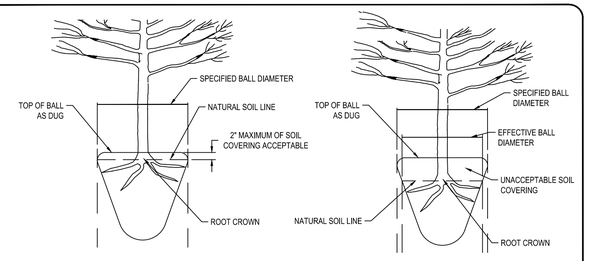
TREE PROTECTION DETAIL

NOTES:
1. REMOVE WIRE AND NYLON TWINE FROM BALL AND CANOPY.
2. SOAK ROOT BALL AND PLANT PIT IMMEDIATELY AFTER INSTALLATION.
3. STAKING IS REQUIRED FOR ALL TREES IN R.O.W. OR UPON REQUEST OF ARBORIST.
4. REMOVE EXCESS SOIL FROM SITE AND DISPOSE OF IN A LEGAL MANNER.
5. RESEED UNMULCHED, DISTURBED AREAS.



NOT TO SCALE

TREE PLANTING
(FOR SINGLE AND MULTI - STEM TREES)

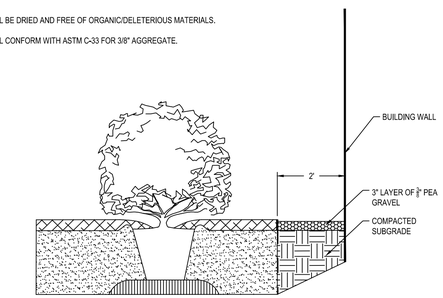


NOTE:
A ROOT FLARE EXCAVATION FOR ALL TREES SPECIFIED WILL BE DONE BY THE CITY ARBORIST TO ENSURE THAT TREES WERE NOT PLANTED/GROWN TOO DEEPLY AT SOURCE (NURSERY). LANDSCAPE CONTRACTOR SHALL HAVE SUPPLIER MARK GROUND LEVEL LINE ABOVE ROOT BALL. IF CITY ARBORIST DETERMINES THAT THERE IS EXCESSIVE SOIL OVER THE ROOT CROWN, THESE TREES WILL BE REJECTED.

NOT TO SCALE

ROOT FLARE DEPTHS DETAIL
(TREE ROOT BALL CONDITION ON TREES FROM SUPPLIERS)

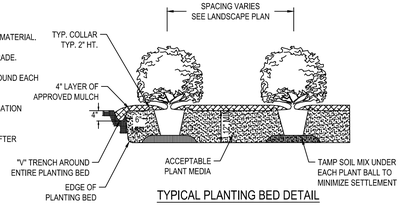
NOTES:
1. PEA GRAVEL SHALL BE DRIED AND FREE OF ORGANIC/DELETERIOUS MATERIALS.
2. PEA GRAVEL SHALL CONFORM WITH ASTM C-33 FOR 3/8" AGGREGATE.



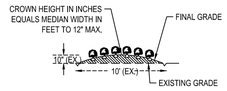
NOT TO SCALE

FOUNDATION PEA GRAVEL DETAIL

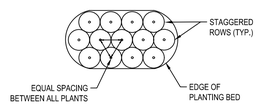
NOTES:
1. SCARIFY ROOT MASS OF CONTAINERIZED PLANT MATERIAL.
2. INSTALL CONTAINERIZED PLANTS AT FINSHED GRADE.
3. TAMP PLANTING MIX FIRMLY AS PIT IS FILLED AROUND EACH PLANT BALL.
4. OMIT COLLAR AROUND EACH SHRUB WHEN IRRIGATION SYSTEM IS PRESENT.
5. SOAK EACH PLANT BALL AND PIT IMMEDIATELY AFTER INSTALLATION.



TYPICAL PLANTING BED DETAIL



TYPICAL BED CROWNING

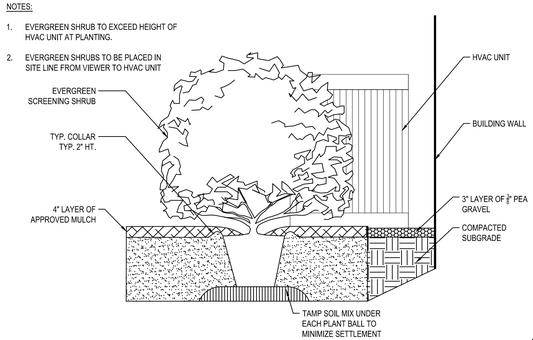


TYPICAL PLANTING BED PLAN

NOT TO SCALE

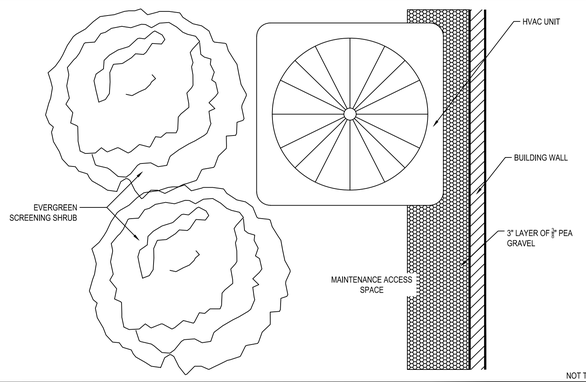
SHRUB PLANTING BED DETAIL

NOTES:
1. EVERGREEN SHRUB TO EXCEED HEIGHT OF HVAC UNIT AT PLANTING.
2. EVERGREEN SHRUBS TO BE PLACED IN SITE LINE FROM VIEWER TO HVAC UNIT



NOT TO SCALE

HVAC SCREENING DETAIL ELEVATION



NOT TO SCALE

HVAC SCREENING DETAIL PLAN

811 Know what's below. Call before you dig.

REV	DATE	DESCRIPTION

DESIGNED BY: WSM
DRAWN BY: SAT
REVIEWED BY: MJS

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NC LICENSE #C-4397
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D·R HORTON America's Builder
8001 ARROWRIDGE BLVD
CHARLOTTE / NC / 28273

SONOMA HILLS SUBDIVISION
AMOS SMITH RD
CHARLOTTE / NC / 28216

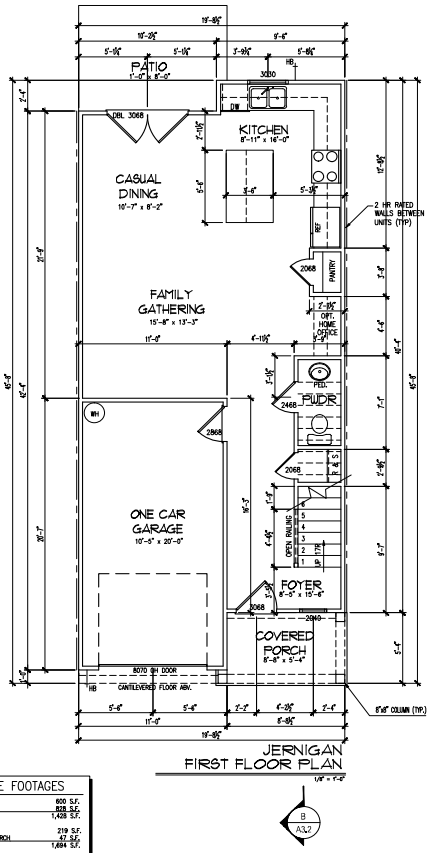
LANDSCAPE DETAILS

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT No.2085 9-27-2022 WILLIAM S. MONTEITH

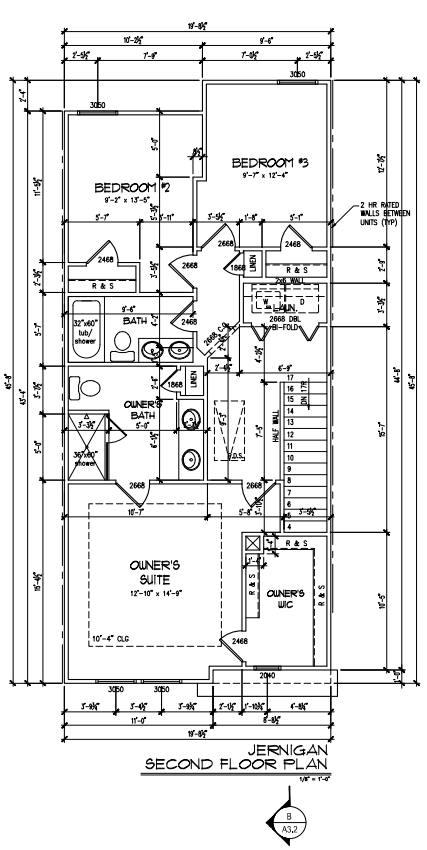
NOT FOR CONSTRUCTION

FILE NUMBER: 7734-09
DATE: 9/27/2022
L2-0

G:\NC\Projects\Rasbuilt Homes\9447-00 - Rasbuilt Homes - Magnolia Pointe - Graydon\03 - DWG\PlanSheets\On-Site\Preliminary Subdivison Plans\L2-0 - LS DETL.dwg, Layout: L1-1



JERNIGAN
FIRST FLOOR PLAN
1/8" = 1'-0"



JERNIGAN
SECOND FLOOR PLAN
1/8" = 1'-0"

SQUARE FOOTAGES	
FIRST FLOOR	600 S.F.
SECOND FLOOR	828 S.F.
TOTAL AREA	1,428 S.F.
GARAGE	219 S.F.
COVERED FRONT PORCH	47 S.F.
TOTAL	1,694 S.F.
OVERALL WIDTH	20'-0"
OVERALL DEPTH	45'-8"

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GENERAL NOTES

1. ALL WORK SHALL BE PERFORMED IN A WORKMANLIKE MANNER AND IN ACCORDANCE WITH ALL NATIONAL AND LOCAL CODES. INSTALLATIONS SHALL ALSO BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND ALL CURRENT INDUSTRY STANDARDS.

2. CONTRACTOR AND SUBCONTRACTORS SHALL REPORT TO ANY SITE CONDITIONS, WHETHER ALL OR NOT SHOWN ON THE PLANS, THAT MAY AFFECT THE WORK AND DOCUMENT THE EXISTING CONDITIONS TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE.

3. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, THE GENERAL CONTRACTOR AND SUBCONTRACTORS SHALL REPORT ANY FIELD OR DESIGN CONDITIONS WHICH ARE NOT IN ACCORDANCE WITH THE REQUIREMENTS OF SOUTHERN DESIGN CONCEPTS OF ATLANTA, THE ORIGINAL CONTRACTING AGENCY. SUBCONTRACTORS AND SUPPLIERS SHALL ALSO ADVISE ALL NOTIFICATIONS SHALL BE MADE IN WRITING AND SHALL BE DELIVERED TO SOUTHERN DESIGN CONCEPTS OF ATLANTA.

4. ALL DRAWINGS AND SPECIFICATIONS, GENERAL NOTES, DETAILS, AND SCHEDULES SHALL BE REVIEWED, CHECKED AND COORDINATED BY THE GENERAL CONTRACTOR, HEATING, SUBCONTRACTORS AND SUPPLIERS PRIOR TO COMMENCEMENT OF CONSTRUCTION OR ORDERING WELL AS ANY DISCREPANCIES NOT REPORTED BY THE CONTRACTOR PRIOR TO CONSTRUCTION OR ORDERING SHALL BE CORRECTED BY THE CONTRACTOR AT NO EXPENSE TO SOUTHERN DESIGN CONCEPTS OF ATLANTA.

5. ALL DRAWINGS, DETAILS AND NOTES, BY SOUTHERN DESIGN CONCEPTS OF ATLANTA, ARE TO BE CONSIDERED AS ONE SET OF PLANS. ANY ITEM SHOWN ON ONE DRAWING OR DETAIL SHALL BE AS BINDING AS IF SHOWN ON ALL.

6. CORRECTING ANY ERRORS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT AND SHALL BE CORRECTED PRIOR TO CONSTRUCTION. ANY DISCREPANCIES, OMISSIONS OR AMBIGUITIES IN THE DRAWINGS SHALL BE REPORTED TO THE ARCHITECT BEFORE THE AFFECTED WORK IS PERFORMED. IN THE EVENT OF A DISCREPANCY, THE ARCHITECT'S INTERPRETATION SHALL BE FINAL. THE CONTRACTOR SHALL BE CONSIDERED AS HAVING MADE A THOROUGH EXAMINATION OF THE PROJECT SITE AND CONDITIONS AND SHALL BE RESPONSIBLE FOR ALL WORK REQUIRED FOR A COMPLETE AND FUNCTIONAL PROJECT AS INTENDED BY THE CONTRACT DOCUMENTS.

7. ALL FOUNDATIONS AND FOOTINGS SHALL BE INSPECTED BY A LICENSED ENGINEER PRIOR TO CONSTRUCTION.

8. ALL FOUNDATION WALLS, FOOTINGS, APRON SLABS, FLOOR AND ROOF STRUCTURAL SYSTEMS SHALL BE DESIGNED AND SEALED BY A LICENSED ENGINEER, AS REQUIRED BY LOCAL CODES BY A LICENSED ENGINEER.

9. TO ENSURE A SAFE AND WELL CONSERVATED STRUCTURE AND FOR CIRCLING THE GENERAL CONTRACTOR AND SUBCONTRACTORS ARE RESPONSIBLE FOR REPRESENTATIONS SHALL VERIFY ALL DIMENSIONS AND CONDITIONS TO ANY PROPOSED STRUCTURAL MEMBERS OR MATERIALS SO MEET ALL REQUIREMENTS OF THE BUILDING CODES PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

10. ALL CONCRETE, STEEL, REINFORCEMENT AND OTHER MATERIALS SHALL MEET ALL LOCAL/NATIONAL CODES.

11. ALL STRUCTURAL MEMBERS SUCH AS CONCRETE, STEEL, WOOD, ETC. AND ALL OTHER MATERIALS USED ABOVE GRADE, SIDEWALLS, BEAMS AND FRAMING SHALL BE INSTALLED AND CONSTRUCTED TO TRANSFER ALL BUILDING LOADS THROUGH THE PROPER STRUCTURE AND FINALLY THROUGH THOSE LOADS TO THE FOUNDATION.

12. ALL DIMENSIONS ON SHOP DRAWINGS SHALL BE VERIFIED BY THE CONTRACTOR.

13. ALL FLOOR AND ROOF SHEATHING AND SUBFLOORING SHALL BE ASSEMBLED AS PER MANUFACTURER'S SPECIFICATIONS UNLESS NOTED OTHERWISE.

14. ALL WOOD FRAMING MEMBERS USED SHALL BE APPROVED FOR USE BY LOCAL/NATIONAL BUILDING CODES.

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4 RESIBUILT

DESIGN CONCEPTS OF ATLANTA
Custom Home Designs

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Simmons Trace
Townhomes

DRAWN BY: JMC
CHECKED BY: DCM
CONSTRUCTION SET: 01-21-22

A2

Magnolia Pointe

Townhomes

SDCA
SOUTHERN DESIGN CONCEPTS OF ATLANTA

A3

Magnolia Pointe

Townhomes

A4

April 29, 2022

Dear Clayton Area Property Owner:

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

Meeting Date: TBD (to be decided) Meeting Time: TBD
Meeting Location: TBD
Type of Application: Major Subdivision (Preliminary Plat) & Special Use Permit
Project/proposal property address: 216 Shotwell Road

Description of project/proposal: New single-family townhomes situated on 13.83 acres, consisting of two-story, 3 bedroom, and single-car garage units.
Upcoming public meetings for this application (Planning Board and/or Town Council): TBD

At a minimum, the following will be available for your inspection at the Neighborhood Meeting:
1. A copy of the project application.
2. A schedule of all upcoming public meetings for the application.
3. A map at a scale that is appropriate to the project and shows neighboring properties and roads.
4. A map, drawing, or other depiction of the proposed land use change or development proposal.
A map is enclosed with this letter showing the location of the property that is subject to this application for land use change and/or development proposal.
If you have any questions prior to or after this meeting, you may contact us at 984-275-2686 . You may also contact the Planning Department at 919-553-5002.

Sincerely,

Javier D. Jaramillo, PE

cc: Town of Clayton Planning Department

Serving. Leading. Solving.™
5440 Wade Park Boulevard, Suite 102 · Raleigh, North Carolina 27607 · 919-279-0111

NEIGHBORHOOD MEETING ATTENDANCE ROSTER

Project: Magnolia Pointe

Application: Special Use Permit

Location/Date: Virtual Zoom Meeting-Thursday July 28, 2022 (6 PM - 8 PM)

	NAME	ADDRESS
1	Ann White	1016 Ridge Drive, Clayton, NC
2		
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NEIGHBORHOOD MEETING SUMMARY FORM

FILL OUT THE FOLLOWING:

Application: Special Use Permit Date of Mailing: July 18, 2022

Date of Meeting: July 28, 2022 Time of Meeting: 6 PM - 8 PM

Location of Meeting: Virtual Zoom Meeting

I hereby attest that letters were mailed to the addresses listed on the Adjacent Property Owners List (attached) ten days prior to the Neighborhood Meeting, and that all required information was presented at the Meeting:

Printed Name: Javier D. Jaramillo Signature:

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

Thursday July 28, 2022

We had one (1) neighbor call into the meeting: Ann White (1016 Ridge Road, Clayton, NC)

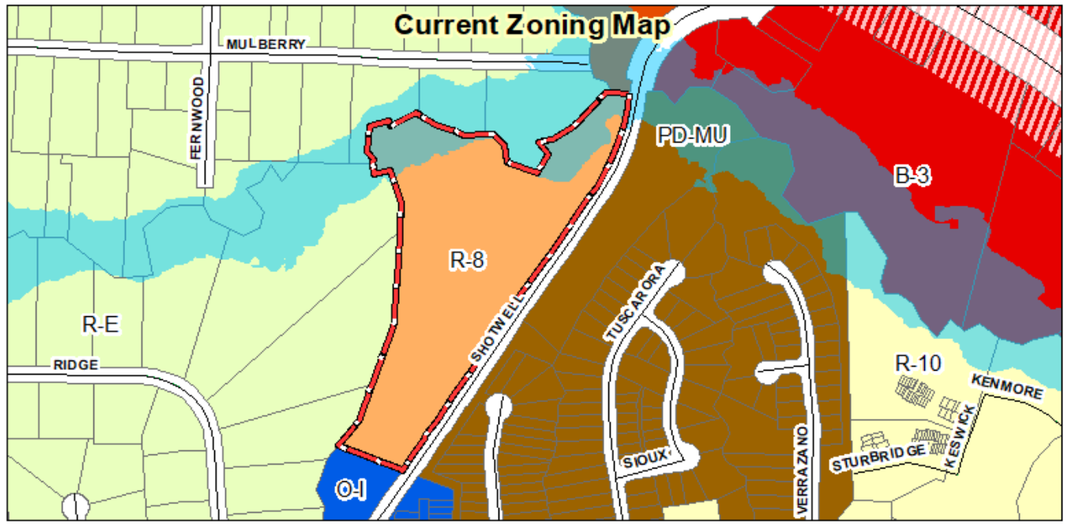
Mrs. White had the following concerns:

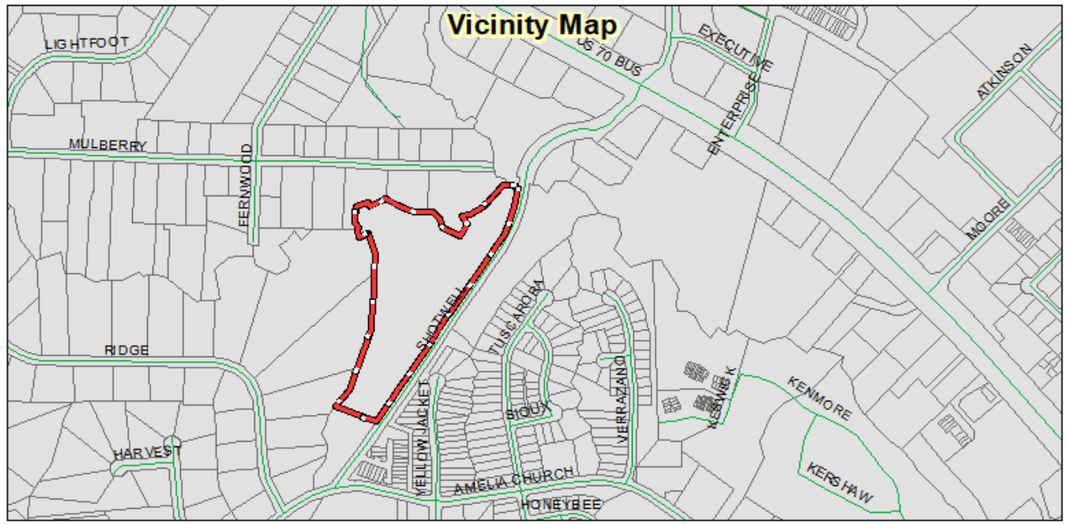
1. Concerned with the amount of traffic on Shotwell Road
2. Once the project is developed, Mrs. White is concerned that neighborhood kids will trespass onto her property and play in the existing tree line. Her property is located directly across the creek.
3. Mrs. White did ask if a privacy fence was going to be installed along the common lot line.

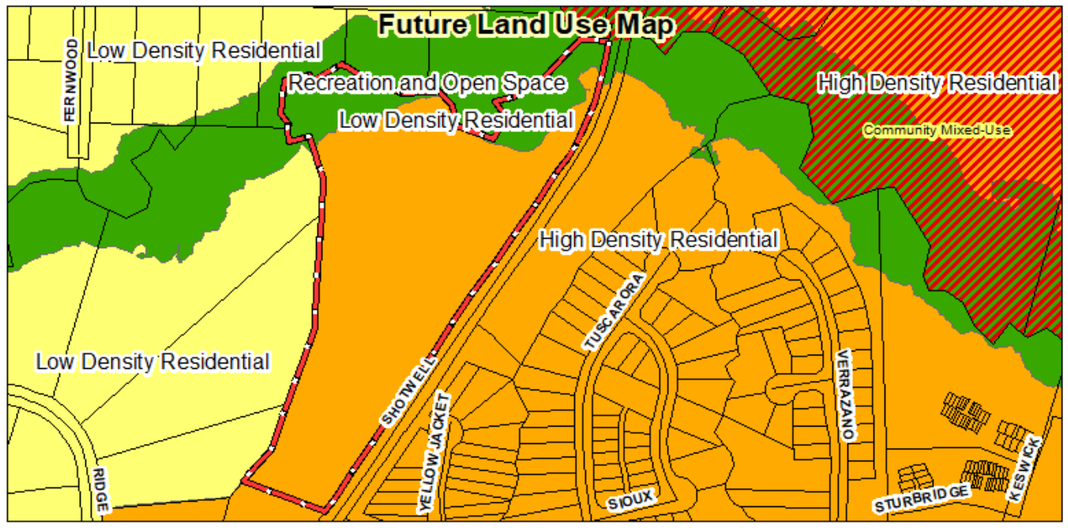
Responses:

1. BGE to share traffic concerns with Engineering Department
2. The development is not required to install a privacy fence. BGE will forward the concerns about trespassing to the Developer, however, a privacy fence is not proposed.

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







Request: Special Use Permit
Project Name: Magnolia Pointe
Project Number: 2022-67-SUP

Applicant: BGE, Inc.
Property Owner: Matthew Stephens
Tag #: 05G02031V

N

0 0.1 0.2 Miles

Staff Report Map
Prepared by: TOC Planning Department
October 26, 2022

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

Document Path: O:\PLANNING\SPECIAL USE\2022\2022-67-SUP Magnolia Pointe\Staff Report Map

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

October 27, 2022

BGE, Inc.
Attn: Javier Jaramillo, P.E.
5440 Wade Park Blvd., Suite 102
Raleigh, NC 27607
jjaramillo@bgeinc.com

Re: 2022-67-SUP Magnolia Pointe

To Whom It May Concern,

The Town of Clayton Planning staff is recommending to the Town Council that conditions of approval be placed upon the above-referenced application, which proceeds to Town Council on Monday, November 7, 2022. 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,

Benjamin Howell

Benjamin Howell, AICP, CZO
Planning Director

Recommended Conditions of Approval (2022-67-SUP Magnolia Pointe):

1. These Conditions of Approval, and any others included with the associated Subdivision Plat (2022-66-SD) shall be recorded upon the final plan set, which must be delivered to the Planning Department for review and approval.
2. The Development shall be constructed in substantial conformance with the Special Use Permit as approved by the Clayton Town Council and associated Subdivision Plat as approved by Town staff.
3. All portions of the site shall obtain electricity from the Town of Clayton's electric utility, in accordance with the Wastewater Allocation Criteria sheet submitted by the applicant.
4. The buildings in the development will be constructed in accordance with the Architectural elevations provided in the associated Site Plan, including identified façade materials. All buildings will include a minimum brick masonry coverage of 25% on the front building façades.
5. All common open space and recreational areas shall be maintained and protected in perpetuity by a Homeowner's Association.
6. The following transportation improvements will be constructed prior to the first Certificate of Occupancy:
    - Right-of-Way dedication for Shotwell Road along the Shotwell Road frontage will be provided in accordance with the Subdivision Plat to meet the ultimate width of 110 feet.
    - Road improvements, including a sidewalk, on Shotwell Road will be constructed in accordance with the Subdivision Plat, except north of "Street B," where Fee-in-Lieu of street improvements will be provided at 125% of the estimated cost according to an engineer's estimate approved by the Town of Clayton Engineering Department.

APPLICANT AFFIDAVIT

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

Mike Neff - Resibuilt		10/31/22
Print Name	*Signature of Applicant*	*Date*

WATER & WASTEWATER ALLOCATION CRITERIA

TOTAL POINTS = 0 *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		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	**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		
	Town Electric Customer	20	**20**	
	Expansion of existing non-residential use	10		
	Re-development of an existing property	5		Must result in increased property value
	Residential Subdivision - Additional amenities included	5 - 15		Pool, Clubhouse, sports courts, etc. - 5 pts per, max 15 pts
	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		
	Residential - Overflow Parking provided	5		Subject to Planning and Engineering support
	Masonry Elements included in Building Construction	10	**10**	
	Sustainable/High Efficiency Products and appliances used	5 - 15		5 pts per, max 15 pts
	Private trail connection to Public Greenway	10		
COMMUNITY IMPACT DEDUCT POINTS (Choose All that apply from this category)	Pump Station Improvements required[2]	-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 improvments are consistent with Future utility service plans, replace/offline an aging station, or are in the best interest of the Town.

Total Points = 60

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: $50

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

SITE INFORMATION

Name of Project: Magnolia Pointe - Clayton **Acreage of Property:** 13.83

County Tag Number: 05G02031V **NC PIN:** 165914-33-6257

Address/Location: 219 Shotwell Road, Clayton, NC

Zoning District: Single Family R-8

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

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

Applicant: BGE, Inc. - Javier D. Jaramillo, P.E.

Mailing Address: 5440 Wade Park Blvd, Suite 102, Raleigh, NC 27607

Phone Number: 984-275-2686 **Fax:**

Contact Person: Javier D. Jaramillo, P.E.

Email Address: jjaramillo@bgeinc.com

PROPERTY OWNER INFORMATION

Name: Matthew Stephens

Mailing Address: 319 Chapanoke Rd, Suite 102, Raleigh, NC 27603

Phone Number: 919-796-0853 **Fax:**

Email Address: mattstephens@bellsouth.net

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): Townhomes **Existing Use(s):** Undeveloped

Invoice shall be mailed to the following:

Developer Name: ResiBuilt Homes, LLC - Michael Neff

Mailing Address: 3630 Peachtree Road NE, Suite 1500, Atlanta, GA 30326

Phone Number: 470-809-1256 **Fax Number:**

Email Address: mneff@resibuilt.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: 13.83

Single Family	# of Units	GPD per Unit	Total Requested GPD
1-2 Bedroom Units			
3 Bedroom Units	68	250	17,000
>3 Bedroom Units			
Total		------	

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

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:

Use	Measurement Unit	# of Units	GPD per Unit	Total Requested GPD
Total			------	

TOTAL REQUESTED GALLONS PER DAY: 17,000

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.

Javier D. Jaramillo, P.E.		4/28/2022
Print Name	***Signature of Applicant***	***Date***

Engineer Seal:

4/29/22

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.

PUBLIC NOTICE

In accordance with NCGS 160D-406, the Clayton Town Council will hold a public hearing on Monday, November 7, 2022 at 6:00 PM at Town Hall, 111 East Second Street, to consider the following requests:

- **2022-67-SUP Magnolia Pointe Townhomes; Special Use Permit request to develop 68 single-family attached townhomes on a property 13.83 acres in size and zoned Single-Family Residential-8 (R-8). The subject property is located at 216 Shotwell Road (TAG #: 05G02031V).**

- **2022-58-SUP Take 5 Oil Change; Special Use Permit request to develop a quick service oil change business on a property 1.41 acres in size and zoned Highway Business (B-3). The subject property is located at 3714 US Highway 70 Business (TAG #: 05026095W).**

For a Special Use Permit, the Town Council will hold an evidentiary hearing and must make findings of fact based upon sworn testimony and other credible evidence. Citizens may give testimony in an evidentiary hearing after they have taken an oath.

Benjamin Howell, Planning Director
919-553-5002

_____
The News & Observer Newspaper

Please advertise on the following dates:
October 28, 2022
November 4, 2022

Affidavit of publication required.

Resolution #2022-89

APPROVAL OF A RESOLUTION GRANTING WASTEWATER TREATMENT CAPACITY
2022-67-SUP: MAGNOLIA POINTE TOWNHOMES

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 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 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 of 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 17,000 gallons per day (GPD) to Magnolia Pointe Townhomes (2022-67-SUP).

4. The total allocation for wastewater treatment capacity **will not be immediately available**. Sewer Expansion Permits and/or FTSE forms shall not be executed by the Town prior to July 1, 2024.

5. 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 permitting. In the event treatment capacity is unavailable at time of permitting, the Engineering Director will make a good faith effort to execute project permits and forms as soon as treatment capacity is available.

6. Said allocation is approved subject to and conditioned upon review and approval of all required regulatory processes.

7. 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.

8. 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.

9. Said allocation is subject to payment of applicable fees in accordance with adopted ordinances, policies, and fee schedules of the Town of Clayton.

10. Said allocation is subject to expiration one (1) year from the proposed allocation schedule mentioned above if the project has not progressed in construction plan approval, building-permit approval, or on-site construction. Upon request in writing, the Engineering Director may grant a one (1) year extension.

Duly adopted this 7th day of November 2022, while in regular session.

_____

Jody L. McLeod
Mayor

ATTEST:

_____

Heidi L. Holland, CMC, NCCMC
Town Clerk

Regular Town Council Meeting
Agenda Cover Sheet

Meeting Date	Agenda Location
November 7, 2022	NEW BUSINESS

Item Title

Historical Collections Policy

Presenter(s)

Joy Garretson, Library Director

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

Summary

- The Library has presented a new Historical Collections policy to the Library Advisory Board, and it was recommended for adoption during the September Library Advisory Board Meeting.

Background/History

The Library has never had a policy to govern the types of items accepted into its local history collection. As a result, the collection has a number of items that it cannot adequately preserve or maintain without great cost. This new policy guides the development of that collection, which includes acquisitions (what we get) and de-acquisitions (what we do not keep).

Recommendation

Adoption of the policy as recommended by the Library Advisory Board

Funding Source

N/A

Cost

No

Corresponding Documentation

HEML Historical Collections Policy

Meeting Timeline

5 min

Submitted By: Joy Garretson, Library

Reviewed By:

Joy Garretson, Library Director	Pending
Rich Cappola, Town Manager	None
Heidi Holland, Town Clerk	None

Historical Collection Policies

I. The Library's Mission and The Purpose Of Maintaining A Historical Collection

A. **Library Mission.**

The Hocutt-Ellington Memorial Library is a welcoming space for building community and connecting people to ideas and resources.

This includes the following vision and values:

Vision:
The Hocutt-Ellington Memorial Library will be the community's preferred resource for local history, recreational reading, lifelong learning, quality collections and exemplary service.

Values

- Our commitment to **value** is uncompromising. We strive for quality services delivered to each member of the community.
- Our commitment to **inclusiveness** embraces defending the rights of all individuals to use the library's resources and services. We value our community's diversity and strive to reflect that by providing a full spectrum of resources and services to the community we serve.
- Our commitment to **integrity** ensures that our town's activities will be conducted with fairness, openness and honesty. We will do the right things, not just the easy things.
- Our commitment to **stewardship** guides us as we wisely utilize all resources to secure the best value for the community.
- Our commitment to **transformation** is achieved by embracing change rather than sustaining the status quo. We work to ensure that the knowledge, skills and abilities of our employees are relevant to the needs of our community.

B. **Purpose Of Maintaining A Historical Collection.**

The Historical Collection helps to fulfill HEML's mission by collecting, preserving, sharing, promoting, and interpreting literary, artistic, and intellectual history, with particular emphasis on the heritage of Clayton and its people. The purpose of the Historical Collection is to:

1. Collect, arrange, describe, and preserve the documents, photographs, artifacts, books, and other materials that constitute the historical record of Clayton;
2. Help Clayton residents understand the history and importance of the Town and its citizens and to contribute to the economic and social enhancement of the Town;
3. Provide access to historical materials for educational, research, and scholarly purposes;
4. Arrange for exhibition of materials in the Collection, including loans to libraries, cultural institutions, government agencies, and other appropriate groups, as well as publication and distribution of items in the Collection.

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C. ***General Responsibilities For Historical Collection****.*
1. The Library Advisory Board of the HEML is the advisory body of the Library and advises the library over all aspects of its operations, including the acquisition and disposition of items in the Collection and the use and administration of the Historical Collection.

2. Historical materials may be used for purposes that further the mission of the HEML. Appropriate usage shall be determined by the Library Director in consultation with the Library's archival and reference staff. In determining appropriate usage, the Library Director shall consult with the Library's Officers, Library Advisory Board and its Committees as the Director deems appropriate or the Board may require.

3. The Collection is preserved, cared for, and administered by the Library Director and Staff in accordance with approved policies and professional guidelines.

4. The Library Director oversees archival operations and the development of reports, grants, and other documents as required by the HEML Library Advisory Board or other agencies.

5. The Library Staff engages in collection-related activities including arrangement and description, cataloging, preservation, reference services, and exhibit assistance.

D. **Amendment Of Historical Collection Policies.** The Library Advisory Board may alter or amend Historical Collection Policies. The Board may also make exceptions to the policies in particular cases, which shall not permanently modify the policies.

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II. Scope of Historical Collection

A. **General Historical Collection.** The general Collection includes books and similar materials that are not offered as part of a special collection. This includes items and materials authored by Clayton residents. Types of materials include yearbooks, street lists, magazines, and published biographical, historical, and fiction books. Subjects include the history of Clayton, important Clayton residents, and some history of Johnston County and North Carolina when that history relates to Clayton.

B. **Special Collections.** Special collections include, but are not restricted to, personal and family papers as well as club and organizational records that do not originate from Town departments. These materials come in many formats, including digital files, art, videos, and paper documents. The subjects of these materials include the military, commercial, familial, and political history of Clayton.

C. **Image & Audiovisual Collection.** The image and audiovisual collection includes materials that are not offered as part of a special collection. Types of materials include photographs, glass plate negatives, paintings, film, DVDs, and CDs. The materials are related to the town of Clayton in such ways as having been created and/or owned by a Clayton resident, depicting events and/or places in Clayton, and displaying the history of Johnston County and North Carolina.

D. **Museum Collection.** The museum collection includes many different types of artifacts, including textiles, ornaments, and tools. The artifacts are related to the history of Clayton in some significant way, such as having been made and/or used by a Clayton resident, representing an important commercial industry in the town, and depicting the town and/or its residents. Historical items will be collected **only as the library is reasonably able to store and preserve such items**. When multiple copies of similar items have been collected, the library will retain and preserve the best identifiable specimen.

E. **Genealogy Collection.** The genealogy collection consists of unpublished materials that have been created by current or former residents, as well as descendants of former residents. They include genealogies and family histories from prominent families residing in Clayton prior to the year 2000 that have not been donated as part of a special collection. The materials delineate the history of families and individuals in Clayton, and may include photographs, written life stories, and vital records.

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F. **Subject Files.** Subject files include various materials, such as pamphlets, flyers, programs, and newspaper clippings, which are not associated with a special collection. They may have been collected by the Library's staff or volunteers or donated by others. They are arranged by subject, and include information on the military, town departments, local events, residents, and businesses in Clayton.

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III. Acquisition Policies For The Historical Collection.

A. **Purpose of the Acquisition Policies.**

The purpose of the Acquisition Policies is to provide guidance for the evaluation of historical materials offered to the HEML, considering prevailing professional standards in the archival field.

B. Guidelines for Acquiring Items. The Library generally accepts into the Historical Collection only donated items, but depending on the circumstances, items may be added by means of gifts, bequests, purchases, exchanges, or loans. Gifts to the HEML may or may not qualify for deductions under federal or state tax codes. Donors are advised to obtain legal guidance on the deductibility of a prospective donation and their own appraisals for tax purposes. When deciding upon an acquisition, the Library considers many factors, including but not limited to the following:

1. Are the materials consistent with the desired scope of the Historical Collection?

2. Is the condition, size, and physical nature of the material such that the Library can properly store, care for, and maintain them?

3. Do the materials complement other items in the collection? Duplicates are acceptable when appropriate.

4. Generally, there should be no undue restrictions on materials, such as those allowing only certain individuals to access them, imposing long periods during which the materials are closed to research, and the like. Exceptions can be made for rare and extremely valuable materials.

5. Are the materials currently useful or likely to have significant historical value in the future?

C. Conditions for Accepting Materials Into The Collection.

Unless otherwise agreed,
1. For an item to be considered for acquisition into the HEML Historical Collection, the donor of said item must complete the Hocutt-Ellington Memorial Library Historical Material Donation Form and submit it to library staff for review.

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2. All donations are considered outright and unconditional gifts to be used at HEML's discretion.

3. All donations include any necessary permissions, including copyright, for the reproduction by HEML of materials for commercial, scholarly, and educational use, provided that proper credit is given.

4. For works of art, photographs, audio-visual materials, and manuscripts, HEML reserves the right to reproduce the work(s) for use in catalogs, brochures, and any other publications by the HEML or to use them to publicize the HEML and/or its collections.

5. There is no guarantee that accepted materials will be permanently exhibited.

6. There is no guarantee that Special Collections will be kept physically intact.

7. Subject to the rules and regulations of the HEML governing access, materials accepted into the Collection may be accessed by all members of the public

8. Donors' contributions will be publicly acknowledged, but personal contact information will not be released. Anonymous gifts to HEML are appreciated and can be specially arranged.

D. Procedures For Acquisitions.

1. Anyone wishing to add something to the Collection or to suggest any additions to the Collection should contact the Library and submit a completed HEML Historical Collection Donation Form to library staff. Proposed acquisitions are reviewed by a Collections Committee, consisting of HEML staff members appointed by the Library Director. The Library Advisory Board will receive a report of all submissions to the Historical Collection.

2. After a due diligence investigation of the provenance and other available information on the proposed materials, the Collections Committee shall meet to evaluate the proposed acquisition and its terms and shall recommend whether to accept or not accept it into the Historical Collection. Two members constitute a quorum. Two votes in either the affirmative or the negative shall constitute a recommendation.

3. After any additional investigation, analysis, or evaluation deemed appropriate, the Library Director shall decide whether to make an acquisition and the terms of the

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acquisition. The Library Director's decision shall be communicated to the Library Board Chair and is final.

E. **Documentation Of Accessions.**

1. Upon the acceptance of a donation, the Donor will be given a Deed of Gift form to complete. The HEML will retain the original and a copy will be furnished to the donor.

2. Once the materials have been accepted, a timely letter of appreciation or other statement of gratitude will be sent to the Donor.

3. The materials will be assigned an accession number based on the current year and the number of collections that have been donated during that year. This will be documented both in a physical record book and a digital spreadsheet or database. This documentation procedure may be amended from time to time by a majority vote of the Collections Committee.

4. Documentation related to the acquisition of the materials, including the Deed of Gift and any correspondence, will be placed in a permanent accession file.

5. Materials will be processed and/or cataloged according to prevailing standard archival practices.

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IV. Deaccession Policies for The Historical Collection.

A. General Statement

1. The Hocutt-Ellington Memorial Library recognizes that the process of removing material from the Historical Collection is a serious action that requires thorough deliberation and careful reflection upon the interests of the public, scholarly and cultural community, and HEML's mission and resources. Material shall be deaccessioned only when it serves the best interests of the Library, not because it benefits any other organizations or individuals.

2. Materials are considered deaccessioned when they have been formally and permanently removed from the Historical Collection.

B. Criteria for Deaccessioning Materials.

Materials will not ordinarily be deaccessioned within three years after the date they were acquired. HEML considers many factors in making a deaccession decision, including but not limited to the following questions, which should be seriously considered and answered before deaccession takes place:

1. Does the material reflect the mission of the HEML and the purpose of the Historical Collection?

2. In what ways would deaccessioning of the materials affect public access to information and historical research?

3. Would it be more useful to patrons and educators if the materials were located at another organization?

4. Is this duplicate material or can the information it contains be found in another format?

5. Has the material deteriorated so much that it is no longer useful? Is the cost of restoration/preservation higher than the materials warrant or budgets permit?

6. Are the materials accessible? Are the resources available for processing, cataloging, and preserving the materials?

7. Are there any restrictions, including Donor agreements or other legal issues, affecting whether/how the materials can be deaccessioned?

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8. Does the material lack physical integrity leading to a loss of historical value (e.g. the materials were found to be inauthentic or were heavily and badly restored)?

9. Does the condition of the materials pose a danger to the HEML, its collections, its staff, and/or visitors (e.g. biological and chemical threats, flammability, size, etc.)?

C. Procedures for Deaccessioning Materials

1. The Collections Committee shall review the Historical Collection to evaluate materials suitable for deaccession and consider suggested removal of materials.

2. After review and investigation, the Collections Committee shall recommend to the Library Director whether deaccession should occur, and if so, whether a particular disposition is recommended. The Library Director's decision shall be final unless the Library Board Chair determines that the decision should be reviewed by the Board of Directors.

4. After the materials have been deaccessioned, all identifying numbers and marks shall be removed if feasible.

5. After the materials have been disposed, all written records of the material will be marked "DEACCESSIONED" in a prominent position. Digital records will have a note containing the word "DEACCESSIONED" in bold, capitalized letters.

6. A deaccession form must be filled out and all applicable documentation placed within a permanent deaccession file.

D. Disposition Of Deaccessioned Materials

At the discretion of the HEML staff, deaccessioned materials may be returned to the Donor or the Donor's family. Otherwise, the procedures for disposition of deaccessioned materials are as follows:

1. **Transfer or exchange materials with/to another organization**. The preferred method of disposition is to contact other non-profit organizations and seek to transfer items or exchange them for materials of similar value.

2. **Sale to another non-profit organization**. In some cases materials would be better served at another repository. The Library can sell materials of value to other non-profit institutions after determining their value.

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3. **Sale**. The sale of materials to individuals or organizations that are not non-profit should not be considered until the previous two options have been fully explored. The preferred method of private sale is at a public auction when feasible.

4. **Destruction**. This option should not be invoked until all other options have failed, or the materials have deteriorated so much that the other options are not applicable. Materials may be destroyed no earlier than 72 hours from the time of this decision. Duplicate materials may be destroyed as soon as the deaccession decision has been made.

E. Documentation. After the disposal of the deaccessioned materials, the Collections Committee will assemble all the documentation related to the deaccession transaction into a Deaccession File

1. A deaccession form will be generated describing the complete details of the deaccessioning process.

2. All related documentation of the deaccessioning process should also be included in the Deaccession File. Such documentation includes:

a) Correspondence (including email, faxes, and regular mail);

b) All reports generated by staff and outside appraisers (if applicable);

c) HEML receipts and checks;

d) Signed authorization by the Library Director;

e) Final disposition;

f) Photographs.

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Town Council Agenda Cover Sheet

Meeting Date
November 7, 2022

Agenda Location
New Business

Item Title
Water and Sewer System Bond Order and Series Resolution

Presenter:
Robert McKie, Finance Director

Summary/Description
The Finance Director will present an updated Bond Order with terms that align with the current municipal bond market in conjunction with the associated Series Resolution. The resolution authorizes the issuance and sale of Water and Sewer System Revenue Bond, Series 2022 in the principal amount of up to $100 million for the Sam's Branch Water Reclamation Facility project. The revenue bonds can be sold in the public market or via a private placement with Capital One Public Funding, LLC. The Town will make a final decision by no later than November 18, 2022.

Requested Action
Approval

Funding Source (If Applicable):
Revenue Bonds

Cost: **Not to Exceed $100,000,000** **Yes** ☒ **No** ☐

Additional Documents to be Included in Agenda Packet
Amended and Restated Bond Order
Series Resolution Authorizing the Issuance and Sale of Water & Sewer System Revenue Bond, Series 2022

Meeting Timeline
Click or tap here to enter text.

Draft: 10/28/2022

TOWN OF CLAYTON, NORTH CAROLINA

AMENDED AND RESTATED BOND ORDER

ADOPTED
NOVEMBER 7, 2022

amending and restating the Bond Order
adopted on February 20, 2012, as amended by the
First Supplemental Bond Order adopted on April 20, 2020

Town of Clayton, North Carolina
Water and Sewer System Revenue Bonds

AMENDED AND RESTATED BOND ORDER

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AMENDED AND RESTATED BOND ORDER

P R E A M B L E:

WHEREAS, the Town owns and operates the System (as hereinafter defined) providing water and sewer services to the residents, businesses and other users located inside and outside the jurisdiction of the Town and its surrounding areas;

WHEREAS, the Town is authorized by The State and Local Government Revenue Bond Act, General Statutes of North Carolina, Section 159-80 *et seq.*, as amended (the "Act"), to issue, subject to the approval of the Local Government Commission of North Carolina (the "LGC"), at one time or from time to time, bonds and revenue bond anticipation notes of the Town for the purposes specified in the Act, including, but not limited to, applying the proceeds thereof to finance or refinance the costs of extensions, additions and capital improvements to, or the acquisition, renewal or replacement of capital assets of, or purchasing and installing new equipment for the System;

WHEREAS, on February 20, 2012, pursuant to the Act, the Town Council of the Town (the "Town Council") adopted a bond order authorizing the Town to issue revenue bonds to finance improvements to the System (the "Original Bond Order") entitled:

> "**BOND ORDER OF THE TOWN OF CLAYTON, NORTH CAROLINA AUTHORIZING THE ISSUANCE OF WATER AND SEWER SYSTEM REVENUE BONDS TO PROVIDE FUNDS TO CONSTRUCT IMPROVEMENTS TO ITS WATER AND SEWER SYSTEM, INCLUDING CONSTRUCTION OF AN ELEVATED WATER STORAGE TANK; PROVIDING FOR THE ISSUANCE OF ADDITIONAL REVENUE BONDS FOR VARIOUS PURPOSES; PROVIDING FOR THE ISSUANCE OF REVENUE BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF REVENUE BONDS; PROVIDING FOR THE CREATION OF CERTAIN SPECIAL FUNDS; PLEDGING TO THE PAYMENT OF THE PRINCIPAL OF AND THE INTEREST ON THE REVENUE BONDS AND NOTES CERTAIN REVENUES OF THE WATER AND SEWER SYSTEM; SETTING FORTH THE RIGHTS AND REMEDIES OF HOLDERS; AND SETTING FORTH THE DETAILS OF CERTAIN RELATED MATTERS**"; and

WHEREAS, the Town on April 20, 2020, adopted a First Supplemental Bond Order which made certain amendments to the Bond Order (the "First Supplemental Bond Order," and together with the Original Bond Order, the "Existing Bond Order"), and has issued several series of Bonds under the Existing Bond Order in order to fund additions and improvements to the System; and

WHEREAS, the Town Council has determined that it is in the best interest of the Town to adopt an amended and restated bond order which amends the Existing Bond Order to (1) modernize provisions to reflect current market standards for utility revenue bonds, (2) conform covenants and other provisions to reflect current operations of the System and (3) provide operational and financial flexibility for the future performance of the System (the "Bond Order");

WHEREAS, the Town must, among other things, obtain the requisite consent of the Owners (as defined in the Existing Bond Order) in order for the Bond Order to take effect for the purposes provided therein and in accordance with the terms and conditions of the Existing Bond Order;

NOW, THEREFORE, BE IT RESOLVED that the Town Council has determined to authorize, approve and adopt this Bond Order to take effect without further Town Council authorization, approval or action on the date of receipt of the requisite consent of the Owners required in order to adopt amendments to the Existing Bond Order for the purposes provided therein and in accordance with the terms and conditions thereof and in accordance with Article X of the Existing Bond Order, as follows:

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ARTICLE I

DEFINITIONS OF TERMS, CONSTRUCTION AND CERTAIN GENERAL PROVISIONS

Section 1.01 Bond Order to Constitute Contract. In consideration of the purchase and acceptance of the Bonds by those who hold the same from time to time, the provisions of this Bond Order will be a part of the contract of the Town with the Owners of Bonds and is deemed to be and constitutes a contract among the Town and the Owners from time to time of the Bonds. The pledges and assignments made hereby and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Town are for the equal benefit, protection and security of the Owners of any and all the Bonds, each of which, regardless of the time or times of its issue or maturity, will be of equal rank without preference, priority or distinction over any other thereof except as expressly provided in this Bond Order.

Section 1.02 Definitions. In this Bond Order, the following words and terms will, unless the context otherwise requires, have the following meanings:

"Account" or "Fund" means one of the special funds or accounts created and established pursuant to Section 4.03.

"Accountant" means an individual or firm of independent certified public accountants as may be selected by the Town and not unacceptable to the Trustee.

"Accreted Value" means (1) on a Compounding Date with respect to any Capital Appreciation Bond, an amount equal to the principal amount of such Capital Appreciation Bond at the date of delivery to the original purchasers thereof plus the interest accrued on such Capital Appreciation Bond from such date to that Compounding Date as shown in the Series Resolution under which it is issued, or (2) as of any date of computation with respect to any Capital Appreciation Bond, an amount equal to the principal amount of such Capital Appreciation Bond at the date of delivery to the original purchasers thereof plus the interest accrued on such Capital Appreciation Bond from such date to the date of computation, calculated based on the assumption that Accreted Value as shown in the Series Resolution under which it is issued accrues during any period in equal daily amounts on the basis of a year of 360 days consisting of twelve months of thirty days each.

"Act" means The State and Local Government Revenue Bond Act, constituting Article 5 of Chapter 159 of the General Statutes of North Carolina, as amended.

"Additional Bonds" means any bonds, notes or other evidences of indebtedness secured by and payable from Net Revenues issued under this Bond Order pursuant to the provisions of Article III.

"Additional Project" means any System Improvements other than the Project.

"Annual Budget" means, as to the System, any budget or amended budget adopted or in effect the annual budget described in Section 7.07 adopted by the Town concerning the operation of the System for the succeeding Fiscal Year.

"Authenticating Agent" means any Authenticating Agent appointed by the Trustee pursuant to Section 10.16. Unless another Person is so appointed, the Trustee shall be the Authenticating Agent.

"Bonds" means, collectively, the Existing Bonds, the 2022 Bonds and any Additional Bonds, and also includes any bond anticipation note or notes authorized and issued pursuant to Section 2.12.

"Bond Counsel" means an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal, state and public agency financing, selected by the Town and not unacceptable to the Trustee.

"Bondholder," "Holder," "Owner," or any similar term, means any Person in whose name any Outstanding Bond is registered on the books of the Registrar.

"Bond Order" means this Amended and Restated Bond Order adopted by the Town Council on November 7, 2022, amending and restating the Bond Order adopted by the Town Council on February 20, 2012, as amended and restated by a First Supplemental Bond Order adopted by the Town Council on April 20, 2020, all of which authorizes and secures the Bonds, as it may be further supplemented and amended.

"Business Day" means any day other than (a) a day on which banking institutions in New York, New York, or in the State or in the cities in which the Trustee has its principal offices are authorized to close or (b) a day on which the New York Stock Exchange is closed.

"Capital Appreciation Bonds" means any Bonds, however denominated in the related Series Resolution, as to which interest is compounded periodically on each Compounding Date and which are payable in an amount equal to the then-current Accreted Value only at maturity, earlier redemption or other payment date therefor.

"Certificate" means (1) a signed document either attesting to or acknowledging the circumstances, representations or other matters therein stated or set forth or setting forth matters to be determined pursuant to this Bond Order or (2) the report of an accountant as to audit or other procedures called for by this Bond Order.

"Clerk" means the Clerk to the Town or his or her designated assistant.

"Code" means the Internal Revenue Code of 1986, as amended. Each reference to a section of the Code herein will be deemed to include the United States Treasury Regulations proposed or in effect with respect thereto.

"Construction Fund" means the Fund so designated and established under Section 5.03.

"Completion Indebtedness" means any Additional Bonds or Subordinate Indebtedness, as applicable, incurred for the purpose of financing the completion of the Project or any Additional Project for which Bonds or Subordinate Indebtedness have theretofore been issued in accordance with the provisions hereof, to the extent necessary to complete such Project or Additional Project, in the manner and scope contemplated at the time that such Bonds or Subordinate Indebtedness were originally issued, and, to the extent that the same shall be applicable, in accordance with the general plans and specifications for such Project or Additional Project, as originally prepared, with only such changes as have been made in conformance with the documents pursuant to which such Bonds or Subordinate Indebtedness were originally issued or incurred.

"Costs of Construction" means the costs reasonably incurred in connection with the System or any portion thereof, including but not limited to the costs of (1) acquisition of all property, real or personal, tangible or intangible, and all interests in connection therewith including all rights-of-way and

easements therefor, (2) physical construction, installation and testing, including the costs of labor, services, materials, supplies and utility services used in connection therewith, (3) architectural, engineering, legal, financial advisory and other professional services, (4) premiums for insurance policies taken out and maintained during construction, to the extent not paid for by a contractor for construction and installation, (5) any taxes, assessments or other charges which become due during construction, (6) expenses incurred by the Town or on its behalf with its approval in seeking to enforce any remedy against any contractor or sub-contractor in respect of any default under a contract relating to construction, (7) principal of and premium, if any, and interest on any indebtedness of the Town, other than the Bonds, incurred for Costs of Construction, (8) Costs of Issuance, (9) any capitalized interest, (10) miscellaneous expenses incidental thereto and (11) reimbursements of such Cost of Construction properly incurred prior to the issuance of the Bonds.

"Costs of Issuance" means all items of expense, directly or indirectly payable by or reimbursable to the Town, related to the authorization, sale and issuance of Bonds.

"Debt Service Fund" means the Fund so designated and established by Section 5.03.

"Debt Service Reserve Fund" means the Fund so designated and established pursuant to Section 5.03.

"Derivative Agreement" means an interest rate swap, cap, collar, floor, forward, option, put, call or other agreement however denominated, relating to any Series of Bonds.

"Enterprise" means any revenue-producing enterprise of the Town which qualifies as a "revenue bond project" under Section 159-81(3) of the General Statutes of North Carolina, as amended from time to time.

"Event of Default" means any of the events specified in Section 8.01 together with any other events specified as such in a Series Resolution.

"Existing Bonds" means the Series 2013 Bonds, the Series 2017 Bonds and the Series 2020 Bonds.

"Existing Facilities" means the existing water and sewer system facilities and improvements owned and operated by the Town as of the date of the Original Bond Order.

"Federal Securities" means, to the extent otherwise permitted by law, (a) direct obligations of the United States of America for the payment of which the full faith and credit of the United States of America is pledged; (b) obligations the payment of the principal of and interest on which is fully guaranteed as full faith and credit obligations of the United States of America (including any securities described in (a) or (b) issued or held in the name of the Trustee in book entry form on the books of the Department of Treasury of the United States of America), which obligations, in either case, are held in the name of the Trustee and are not subject to redemption or purchase prior to maturity at the option of anyone other than the Owner; (c) any bonds or other obligations of the State or of any agency, instrumentality or local governmental unit of the State which are (i) not callable prior to maturity or (ii) as to which irrevocable instructions have been given to the trustee or escrow agent of such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified, and which are rated by Moody's, if the Bonds are rated by Moody's, and S&P, if the Bonds are rated by S&P and Fitch, if the Bonds are rated by Fitch, within the highest rating category and which are secured as to principal, redemption premium, if any, and interest by a fund consisting only of cash or bonds or other obligations of the character described in clause (a) or (b) hereof which fund may

be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate; or (d) direct evidences of ownership of proportionate interests in future interest and principal payments on specified obligations described in (a) held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the underlying obligations described in (a), and which underlying obligations are not available to satisfy any claim of the custodian or any Person claiming through the custodian or to whom the custodian may be obligated.

"Finance Officer" means the Finance Director of the Town or any successor to his or her functions.

"Financial Consultant" means an independent Person with recognized expertise for advising entities with respect to financial forecasting and analysis of water and/or sewer or similar utility system facilities from time to time employed by the Town and not unacceptable to the Trustee.

"Fiscal Year" means a 12-month period commencing on the first day of July of any year, or such other 12-month period adopted as the Fiscal Year of the Town.

"Fitch Ratings" means Fitch, Inc., its successors and assigns, and, if such entity for any reason no longer performs the function of a securities rating agency, "Fitch Ratings" will refer to any other nationally recognized securities rating agency designated by the Finance Officer of the Town by notice to the Trustee, and acceptable to the LGC.

"General Obligation Indebtedness" means (1) general obligation indebtedness incurred by the Town which is payable from Net Revenues and the proceeds of which were or are to be used to provide for capital costs of the System and (2) general obligation indebtedness of another governmental unit, the payment on which is assumed by the Town in connection with acquisition of assets for the System.

"Governing Body" means the Town Council of the Town, which is the governing board in which the general legislative powers of the Town shall now or hereafter be vested.

"Owner," "Bondholder" or "Holder" or any similar term, means any Person in whose name any Outstanding Bond is registered on the books of the Registrar.

"Interest" means (1) the amount designated as interest on any Bonds and (2) payments due from the Town under a Derivative Agreement other than for the termination thereof.

"Interest Payment Date" means any date on which Interest is due and payable in accordance with the terms set forth with respect to each Series of Bond in the related Series Resolution or any other document executed and delivered by the Town in accordance with this Bond Order.

"LGC" means the North Carolina Local Government Commission or any successor to its functions under the laws of the State or its designated representative.

"Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns, and, if such corporation for any reason no longer performs the functions of a securities rating agency, "Moody's" will be deemed to refer to any other nationally recognized rating agency designated by the Finance Officer of the Town by notice to the Trustee, and acceptable to the LGC.

"Net Revenues" means the Revenues received by the Town during any period less the Operating Expenses paid by the Town during such Fiscal Year.

"Other Indebtedness" means capital leases, installment financing agreements or other contracts used to provide capital improvements to the System, the payments under which are payable from Net Revenues after payment of the Principal of and Interest on the Bonds.

"Operating Expenses" means the Town's reasonable and necessary current expenses of maintaining, repairing and operating the System as calculated in accordance with generally accepted accounting principles, and includes, without limiting the generality of the foregoing, all administrative, general and commercial expenses; insurance and surety bond premiums; any rebate required to be paid to the United States Government; fees and expenses of the Trustee and any Paying Agent; fees and expenses of any entity providing credit support or liquidity for any Series of Bonds; payments for the billing and collection of Service Charges; fees and expenses of the Trustee, the Registrar and any Paying Agent; legal expenses, any taxes which may be lawfully imposed on the Town or its income or operations or the property under its control; administrative and engineering expenses of the Town relating solely to the System including payments from the Revenue Fund to any other fund of the Town to cover indirect administrative expenses relating to the operation of the System; labor; executive compensation; the cost of materials and supplies used for current operations; ordinary and current rentals of equipment or other property; usual expenses of maintenance and repair, and any other current expenses required to be paid by the Town under the provisions of this Bond Order or by law; and charges for the accumulation of appropriate reserves for current expenses not annually recurrent, but which are such as may reasonably be expected to be incurred as determined by the Town in accordance with generally accepted accounting principles except as otherwise provided herein. "Operating Expenses" will not include (1) any allowance for depreciation or replacements of capital assets of the System, (2) moneys payable as Interest and as interest on Subordinate Indebtedness or Other Indebtedness, (3) moneys deposited or transferred to the Debt Service Reserve Fund pursuant to the applicable Series Resolution, (4) any loss from extinguishment of debt or the sale, exchange or other disposition of capital assets, (5) any accrued expenses for other post-retirement benefits not resulting in (i) payments of such benefits to current or future retired employees or (ii) deposits of funds into an irrevocable trust for the purpose of making future payments of such benefits to current or future retired employees, (6) payments of up front capacity fees to other governmental entities to purchase additional water or wastewater capacity (separate and apart from the per unit commodity charges for such services); and (7) any expense paid from a source other than Revenues. When generally accepted accounting principles provide that amounts be treated as Operating Expenses but (i) the timing of the required payment of the expense or a portion thereof, while known, is more than one year in the future or (ii) the actual timing of the required payment of the expense is not readily determinable (such as post-employment benefits calculated actuarially), the Town may include as an Operating Expense the amount required to be paid for in the current period rather than the entirety of amounts required to be expensed.

"Outstanding" means all Bonds which have been authenticated and delivered by the Trustee under this Bond Order, except:

(a) Bonds canceled after purchase in the open market or because of payment (it being understood that a payment to an Owner of the purchase price of a Bond, as prescribed in the related Series Resolution, is not payment of a Bond) at or redemption prior to maturity;

(b) Bonds deemed paid under Article XII;

(c) Bonds for the payment of the Principal of, redemption premium, if any, and Interest on which Federal Securities have been irrevocably set aside; and

(d) Bonds in lieu of which other Bonds have been authenticated under Article III.

"Owner," "Bondholder" or "Holder" or any similar term, means any Person in whose name any Outstanding Bond is registered on the books of the Registrar.

"Paying Agent" means any entity appointed in a Series Resolution to act as a paying agent for a Series of Bonds. Unless otherwise specifically stated in the Series Resolution, the Trustee shall be the Paying Agent.

"Person" means any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

"Principal" means the principal amount of an Outstanding Bond payable as a Sinking Fund Payment or at maturity.

"Principal and Interest Requirements on the Bonds" means, with respect to any particular Fiscal Year, an amount equal to the sum of (1) all Interest payable on the Outstanding Bonds during such Fiscal Year, plus (2) any Principal Installments of the Outstanding Bonds during such Fiscal Year; provided, however, that computation of such amount shall exclude Interest on any Series of Bonds which is funded from proceeds of such Series; and provided further that the computation of such amount shall be based on the assumption that (i) the Bonds at the time outstanding will be retired according to their stated maturities or mandatory redemption requirements, and (ii) any bond anticipation notes issued pursuant to this Bond Order and maturing during such Fiscal Year will be refunded with Additional Bonds such that the principal amount of such bond anticipation notes is not due and payable by the Town in such Fiscal Year.

For purposes of computing "Principal and Interest Requirements on the Bonds," the rate of interest used to determine (1) above will be a rate per annum equal to (A) with respect to Bonds which bear interest at a fixed rate, the rate of interest borne or to be borne by such Bonds, and (B) with respect to Bonds which bear interest at a variable or periodically determined rate of interest, the rate which is equal to the greater of (i) the average of all the interest rates in effect on the Bonds (or, as certified by a financial institution or investment banking firm acceptable to the Town, which would have been in effect on the Bonds had such Bonds been Outstanding) during the immediately preceding twelve-month period or (ii) the average of all the interest rates in effect on the Bonds (or, as certified by a financial institution or investment banking firm acceptable to the Town, which would have been in effect on the Bonds had such Bonds been Outstanding) during the immediately preceding one-month period. If the Town has entered into a Derivative Agreement under which it will receive payments calculated on a notional amount equal to all or a portion of the aggregate principal amount of a Series of the Bonds and will make payments calculated on the same notional amount, the interest used to calculate (1) above will be the amount to be paid by the Town under the Derivative Agreement; otherwise, payments calculated on a variable or periodically determined basis under such an agreement will be calculated in accordance with clause (B) above.

"Principal and Interest Requirements for General Obligation Indebtedness" means, with respect to any particular Fiscal Year, an amount equal to the sum of all payment obligations with respect to General Obligation Indebtedness during such Fiscal Year excluding any capitalized interest payable from the proceeds of General Obligation Indebtedness. If the payment obligation under any General Obligation Indebtedness is stated in terms of principal and interest, such principal and interest will be computed for purposes of this definition in the manner in which the Principal of and Interest on the Bonds is calculated under the definition of "Principal and Interest Requirements on the Bonds."

"Principal and Interest Requirements for Other Indebtedness" means, with respect to any particular Fiscal Year, an amount equal to the sum of (1) all interest payable on Other Indebtedness during such Fiscal Year excluding any capitalized interest payable from the proceeds of Other Indebtedness, plus (2) any principal of Other Indebtedness during such Fiscal Year. Principal and interest for purposes of this definition will be computed in the manner in which the Principal of and Interest on the Bonds is calculated under the definition of "Principal and Interest Requirements on the Bonds."

"Principal and Interest Requirements for Subordinate Indebtedness" means, with respect to any particular Fiscal Year, an amount equal to the sum of (1) all interest payable on Subordinate Indebtedness during such Fiscal Year excluding any capitalized interest payable from the proceeds of Subordinate Indebtedness, plus (2) any principal of Subordinate Indebtedness during such Fiscal Year. Principal and interest for purposes of this definition will be computed in the manner in which the Principal of and Interest on the Bonds is calculated under the definition of "Principal and Interest Requirements on the Bonds."

"Principal Installment" means, as of any date of calculation, (1) the aggregate principal amount of Outstanding Bonds due on a certain future date, reduced by the aggregate principal amount of such Bonds which would be retired by reason of the payment when due and application in accordance with this Bond Order of Sinking Fund Payments payable before such future date, plus (2) any Sinking Fund Payments due on such certain future date, together with the aggregate amount of the premiums, if any, applicable on such Sinking Fund Payments.

"Principal Payment Date" means any date upon which a Principal Installment is due and payable.

"Project" means the design, acquisition, construction and equipping of the Sam's Branch Water Reclamation Facility and other capital improvements to the System, all financed in part with the proceeds of the 2022 Bonds, as more particularly described in the Series 2022 Resolution.

"Qualified Investments" means, to the extent from time to time permitted by law:

(a) Federal Securities;

(b) direct obligations of, or obligations the principal of and interest on which shall be unconditionally guaranteed by any of the following agencies of the United States government: Federal Farm Credit System, Federal Home Loan Banks, Export-Import Bank of the United States of America, Government National Mortgage Association, Federal National Mortgage Association, Farmer's Home Administration, Federal Home Loan Mortgage Corporation, Federal Housing Administration or Financing Corporation, and all other obligations issued or unconditionally guaranteed by any agency controlled or supervised by and acting as an instrumentality of the United States government under authority granted by the Congress;

(c) bankers acceptances drawn on and accepted by banks (which may include the Paying Agent and the Trustee), or certificates of deposit or commercial paper of banks (which may include the Paying Agent and the Trustee), with a combined capital and surplus aggregating at least $100,000,000 and the unsecured securities of which are currently rated within one of the two highest rating categories (without regard to any gradations by numerical qualifier or otherwise) assigned by S&P or Moody's;

(d) interest bearing demand or time deposits or certificates of deposit, fully insured by the Federal Deposit Insurance Corporation, of a bank (which may include the Paying Agent and the Trustee) or trust company or, to the extent not so insured, of a bank or trust company

(which may include the Paying Agent and the Trustee), the unsecured securities of which are currently rated within one of the two highest rating categories (without regard to any gradations by numerical qualifier or otherwise) assigned by S&P or Moody's;

(e) interest-bearing notes, issued by a bank (which may include the Paying Agent and the Trustee) or bank holding company and rated within one of the two highest rating categories assigned by S&P or Moody's (without regard to any gradations by numerical qualifier or otherwise) and which bank or bank holding company has a combined capital and surplus aggregating at least $100,000,000;

(f) repurchase agreements, reverse repurchase agreements or investment agreements with a financial institution (which may include the Paying Agent and the Trustee) (a) with a combined capital and surplus aggregating at least $100,000,000 and the unsecured long-term debt obligations of which are currently rated within one of the two highest rating categories (without regard to any gradations by numerical qualifier or otherwise) assigned by S&P or Moody's or (b)(i) continuously secured and collateralized by segregated obligations referred to in (1) through (5) above having a market value at least equal at all times to the principal balance collectively pursuant thereto and the accrued interest thereon and (ii) as to which the Town receives evidence that a custodian has possession of the collateral, evidence that the collateral is free and clear of any third-party liens or claims and an opinion that the custodian has a perfected security interest in the collateral, any substitutes therefor and all proceeds thereof;

(g) debt securities of any entity whose long-term debt obligations are rated within one of the two highest rating categories assigned by S&P or Moody's (without regard to any gradations by numerical qualifier or otherwise);

(h) bonds or other obligations, rated within one of the two highest rating categories assigned by S&P or Moody's (without regard to any gradations by numerical qualifier or otherwise);

(i) commercial paper rated "A-1+" by S&P and "P-1" by Moody's and maturing in not more than 365 days;

(j) money market funds rated in the highest rating category by S&P or Moody's; and

(k) the State Treasurer's Short-Term Investment Fund.

"Qualified Reserve Fund Substitute" means (1) an irrevocable letter of credit, naming the Trustee as beneficiary, issued by any domestic or foreign bank, or any branch or agency thereof or (2) a surety bond issued by a financial institution or (3) a policy of reserve fund insurance issued by an insurance company as defined in each Series Resolution.

"Rate Covenant" means the Town's covenant under Section 5.02.

"Rebate Deposit" means the amount required to be deposited into the Rebate Fund as a result of the computation made pursuant to Section 5.06.

"Rebate Fund" means the Fund so designated and established pursuant to Section 5.03.

"Redemption Date" means, with respect to any Bond, the date it is to be called for redemption under the Series Resolution under which it is issued.

"Redemption Price" means, with respect to any Bond, the Principal amount thereof plus the applicable premium, if any, and accrued Interest payable on the redemption thereof.

"Registered Owner" means the registered owner shown on the face of the Bond, or such purchaser, assignee or transferee as listed on an assignment thereof.

"Registrar" means any entity appointed in a Series Resolution to act as the Registrar for a Series of Bonds or a portion thereof. Unless otherwise specifically stated in the Series Resolution, the Trustee shall be the Registrar.

"Reserve Requirement" means, as of any date of calculation, the Series Reserve Requirement, as applicable.

"Revenues" means all income received by the Town from, in connection with, or as a result of, its ownership or operation of the System, including all moneys received in payment of rates, fees and other charges for the use of and for the services furnished by the System, including (i) system development fees and (ii) investment income, including amounts received from the investment of money in any Fund or Account (but not including amounts received from interest or other investment income earned in the Construction Fund and the Rebate Fund and, during the construction period, the Debt Service Reserve Fund), all as calculated in accordance with generally accepted accounting principles. "Revenues" shall not include (1) net proceeds of insurance or condemnation awards or other extraordinary items, (2) the proceeds of any borrowing for payment of the costs of, or grants or donations intended for, specific System improvements, (3) refundable deposits made by customers of the System, (4) any income received in payment of fees or charges, including system development fees, that are intended to be set aside specifically for a particular capital project and that are not available for payment of Operating Expenses or debt service on the Bonds, or (5) any amounts otherwise included under this definition as Revenues but not permitted by law to be pledged hereunder.

"Revenue Fund" means the fund created and so designated by Section 5.03.

"S&P" means Standard & Poor's Ratings Services, a Division of The McGraw-Hill Companies, Inc., a corporation organized and existing under the laws of the State of New York, its successors and their assigns, and, if such corporation for any reason no longer performs the functions of a securities rating agency, "S&P" will be deemed to refer to any other nationally recognized securities rating agency designated by the Finance Officer of the Town by notice to the Trustee, and acceptable to the LGC.

"Series of Bonds" or "Series" means any series of Bonds issued under the Existing Bond Order or hereunder pursuant to a Series Resolution.

"Series Resolution" means a resolution supplementing this Bond Order, adopted by the Town Council of the Town and effective in accordance with Article X, providing for the issuance of a Series of Bonds.

"Series Reserve Account" means the account in the Debt Service Reserve Fund so designated and established in Section 5.03 and any Series Resolution.

"Series Reserve Requirement" means, as of any date of calculation, the amount required to be on deposit in a Series Reserve Account as determined in the Series Resolution under which the Series of Bonds secured by that account in the Debt Service Reserve Fund is issued.

"Series 2022 Resolution" means the Series Resolution adopted by the Town Council of the Town on November 7, 2022 authorizing the issuance of the 2022 Bonds.

"Sinking Fund Payment" means, as of any particular date of calculation, the amount required to be paid by the Town on a certain future date for the retirement of Outstanding Bonds which mature after such future date, but does not include any amount payable by the Town by reason of the maturity of a Bond or by call for redemption at the election of the Town.

"State" means the State of North Carolina.

"State Bond Loan Program" means the program established by the Education, Clean Water, and Parks Bond Act of 1993, Chapter 542 of the 1993 Session Laws, as amended, providing for loans to local governments for water and wastewater projects, other than loans funded through the State Revolving Loan Program.

"State Revolving Loan Program" means the program established by the Clean Water Revolving Loan and Grant Act providing for loans to local governments for water and wastewater capital projects.

"Subordinate Indebtedness" means indebtedness the terms of which shall provide that it shall be subordinate and junior in right of payment to the prior payment in full of the Bonds and to the lien on Revenues securing the payment of the Principal of and Interest on the Bonds. For purposes of this Bond Order, obligations or debt instruments issued to the State as part of the State Revolving Loan Program or State Bond Program are deemed to be Subordinated Indebtedness. Such Subordinated Indebtedness shall comply with the requirements of Section 3.05 hereof.

"Supplemental Resolution" means a resolution supplementing this Bond Order, adopted by the Town Council of the Town and effective in accordance with Article XI, amending or supplementing this Bond Order.

"Surplus" means the amount shown as the Unrestricted Net Assets for the Water and Sewer Fund as provided in the Town's audited financial statements for any Fiscal Year.

"System" means the water and sewer system facilities of the Town, as may be now or hereafter existing, and includes the Existing Facilities and any System Improvements, and, after the date hereof, any Enterprise that may be added thereto in accordance with this Bond Order, but not including any portion of the System that is removed therefrom under this Bond Order.

"System Improvements" means any construction, reconstruction, improvement, enlargement, betterment or extension of the System, including all plants, works, instrumentalities and properties relating thereto.

"Town" means the Town of Clayton, North Carolina.

"Town Representative" means the Town Manager, the Finance Director and the Deputy Finance Director, including anyone serving as such in an interim capacity, or their respective designees and, in the case of any act to be performed or duty to be discharged, any other member, officer or employee of the Town then authorized to perform such act or discharge such duty.

"Trustee" means U.S. Bank Trust Company, National Association, who has been appointed as the Trustee with respect to the Bonds under Section 10.01 and any other Person at any time substituted in its place as provided in Section 10.08.

"2013 Bonds" means the Town's $1,477,745 Water and Sewer System Revenue Bond, Series 2013, of which $1,281,746 was outstanding as of July 1, 2022.

"2017 Bonds" means, collectively, the Town's $4,826,000 Water and Sewer System Revenue Bond, Series 2017A, of which $4,504,000 was outstanding as of July 1, 2022, and its $271,000 Water and Sewer System Revenue Bond, Series 2017B, of which $253,000 was outstanding as of July 1, 2022.

"2020 Bonds" means the Town's $15,000,000 Water and Sewer System Revenue Bond, Series 2020 of which $14,194,000 was outstanding as of July 1, 2022.

"2022 Bonds" means the Town of Clayton, North Carolina, Water and Sewer System Revenue Bond, Series 2022 in the principal amount of up to $100,000,000 issued pursuant to this Bond Order and the Series 2022 Resolution.

Section 1.03 Interpretation. In this Bond Order, unless the context otherwise requires:

(a) the terms "hereby," "hereof," "hereto," "herein," "hereunder," and any similar terms used in this Bond Order refer to this Bond Order, and the term "heretofore" means before, and the term "hereafter" means after the date of adoption of this Bond Order;

(b) the words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa;

(c) any references to Section and Article numbers refer to the Section and Article numbers contained herein unless the context clearly indicates otherwise;

(d) any references herein to obsolete accounting terminology shall be read to apply to the terminology currently applied under general accepted accounting principles.

[END OF ARTICLE I]

ARTICLE II

TERMS OF BONDS, EXECUTION, AUTHENTICATION, DELIVERY AND REGISTRATION OF BONDS

Section 2.01 Authorization of Bonds. In order to provide sufficient funds to construct any Improvement, to acquire property in connection therewith or to refund all or any principal amount of obligations issued therefor hereunder, Bonds of the Town are hereby authorized to be issued hereunder, in one or more Series, pursuant to a Series Resolution, in accordance with the laws of the State. The Bonds of each Series may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this Bond Order as may be necessary or desirable to comply with custom, or otherwise.

Section 2.02 Character of Bonds. The Bonds are special obligations of the Town payable solely from Net Revenues. The Principal of, premium, if any, and Interest on the Bonds are not payable from the general funds of the Town, nor do they constitute a legal or equitable pledge, charge, lien or encumbrance on any of its property or on any of its income, receipts or revenues, except the Net Revenues pledged hereunder. Neither the credit nor the taxing power of the Town is pledged for the payment of the Principal of the Bonds or Interest, and no Owner has the right to compel the exercise of the taxing power by the Town or the forfeiture of any of its property in connection with any default on the Bonds. The Bonds are payable solely from the Net Revenues, including the Revenues, and the Town is not obligated to pay the Principal of, premium, if any and Interest on the Bonds except from such Net Revenues.

Section 2.03 Terms of Bonds. Each series of Bonds will be issued as fully registered bonds without coupons. The Bonds shall be dated, shall bear interest until their payment, such interest to the maturity thereof being payable at such rate or rates and at such time or times, and shall be stated to mature (subject to the right of prior redemption) at such times as set forth in the Series Resolution providing for the issuance of each series of Bonds. Both principal of and interest on the Bonds shall be paid by wire transfer of immediately available funds or by check mailed to the Owner thereof unless otherwise specified in the applicable Series Resolution for such Bonds. Unless otherwise indicated in the Series Resolution, interest shall be sent to the Person shown as the Owner of the Bonds on the registration books on the 15th day of the month preceding each Interest Payment Date (whether or not such 15th day is a business day). Each Bond shall be payable with respect to principal, redemption premium if any, and interest, in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts. The Bonds shall be redeemable prior to their respective maturities as provided in Article V and in the Series Resolution providing for the issuance of such bonds.

Section 2.04 Execution and Authentication. The Bonds will be executed on behalf of the Town with the manual or facsimile signature of the Mayor or the Town Manager, and the Clerk and the Finance Officer (or such other officers of the Town as shall be designated by the Governing Body for such purpose) and will have impressed or imprinted thereon, by facsimile or otherwise, the official seal of the Town. If any officer of the Town whose signature or whose facsimile signature appears on the Bonds ceases to be such officer before the delivery of such Bonds, such signature or facsimile signature will nevertheless be valid and sufficient for all purposes, as if he had remained in office until delivery. In addition, each Bond shall be authenticated by the manual or facsimile signature of an authorized officer of the Authenticating Agent. If any official of the Authenticating Agent whose signature appears on the Bonds ceases to be such official before delivery of the Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if he had remained in office until delivery. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit hereunder unless and until executed and

authenticated in the manner prescribed by this Section, and such execution and authentication of any Bond shall be conclusive evidence that such Bond has been properly executed and delivered hereunder.

Section 2.05 Temporary Bonds Pending the preparation of definitive Bonds of any Series, the Town may execute and the Authenticating Agent will authenticate and deliver temporary Bonds of such Series. Temporary Bonds will be issuable as fully registered Bonds, of any denomination permitted by the related Series Resolution, and substantially in the form of the definitive Bonds of such Series but with such omissions, insertions and variations as may be appropriate for temporary Bonds, all as may be determined by the Town. Every temporary Bond will be executed by the Town and authenticated by the Authenticating Agent on the same conditions and in substantially the same manner, and with like effect, as the definitive Bonds. As promptly as practicable, the Town will execute and will furnish definitive Bonds and then temporary Bonds may be surrendered in exchange therefor without charge at the principal corporate trust office of the Registrar, and the Authenticating Agent will authenticate and the Registrar will deliver in exchange for such temporary Bonds a like aggregate principal amount of definitive Bonds. Until so exchanged, the temporary Bonds will be entitled to the same benefits under this Bond Order as definitive Bonds.

Section 2.06 Registration, Transfer and Exchange of Bonds. Unless otherwise provided in a Series Resolution with respect to the related Series of the Bonds, so long as any Bonds are Outstanding, the Town will cause to be maintained and kept, at a corporate trust office of the Registrar, books for the registration of Bonds. On presentation thereof for such purpose at such office by the Owner thereof or his duly authorized attorney, the Registrar will register or cause to be registered in such books, any Bonds entitled to registration, under such reasonable regulations as the Registrar may prescribe.

Ownership of Bonds will be transferable only on the books of the Registrar, on surrender of the Bonds to be transferred with a written instrument of transfer satisfactory to the Registrar, duly executed by the Owner thereof or his duly authorized attorney. Bonds may be exchanged for Bonds of the same Series and maturity in other Authorized Denominations, on surrender of the Bonds to be exchanged to the Registrar with a written instrument requesting such exchange, duly executed by the Owner thereof or his duly authorized attorney.

When the privilege of transferring or exchanging Bonds is exercised, the Town will execute or cause to be executed and the Authenticating Agent will authenticate and deliver Bonds in exchange for Bonds being transferred or exchanged. For every such transfer or exchange of Bonds, whether temporary or definitive, the Town or the Registrar may charge an amount sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer.

Section 2.07 Ownership of Bonds. The Town and the Trustee may deem and treat the Owner of any Bond as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the Principal of and Interest on such Bond and for all other purposes, and all such payments so made to any such Owner will be valid and effectual to satisfy and discharge the liability on such Bond to the extent of the sum or sums so paid, and neither the Town nor the Trustee will be affected by any notice to the contrary.

Section 2.08 Book-Entry System. A Series Resolution may provide that a Series of Bonds may be held in a book-entry system by a securities depository. In such case the rules and procedures of the securities depository will supersede the provisions of this Bond Order with respect to the process of substitution, exchange, payment, redemption, tender and similar administrative issues covered by such rules and procedures for the Series of Bonds.

Section 2.09 Mutilated, Destroyed, Stolen or Lost Bonds. If a Bond is mutilated, destroyed, stolen or lost, the Town will execute or cause to be executed and the Trustee will authenticate and deliver replacement Bonds of the same Series and maturity. For any mutilated Bonds, such new Bonds will be delivered only on surrender and cancellation of the mutilated Bonds. For destroyed, stolen or lost Bonds, such new Bonds will be delivered only on the filing with the Trustee of evidence satisfactory to establish to the Town and the Trustee that such Bonds have been destroyed, stolen or lost and to prove the ownership thereof and on furnishing the Town and the Trustee with indemnity satisfactory to them. The Person requesting the delivery of new Bonds pursuant to this Section must comply with such other reasonable regulations as the Town and the Trustee prescribe and pay such expenses as the Town and the Trustee incur in connection therewith.

Section 2.10 Cancellation and Destruction of Bonds. All Bonds paid or redeemed, either at or before maturity and all Bonds delivered for transfer or exchange as provided in Section 2.06 must be delivered to the Trustee when such payment or redemption is made. The Trustee will promptly cancel such Bonds, together with all Bonds surrendered for replacement pursuant to Section 2.09 and any other Bonds delivered to the Trustee with instructions to cancel the same. Bonds so canceled may at any time be cremated or otherwise destroyed by the Trustee. Upon the cremation or destruction of canceled Bonds, the Trustee will provide to the Town a written certification thereof.

Section 2.11 Conditions Precedent to Delivery of Bonds. The Bonds of each Series will be delivered upon the receipt by the Trustee of:

(a) certified copies of this Bond Order and the Series Resolution authorizing the Series of Bonds being issued;

(b) a certificate of the LGC showing the award of the Bonds and specifying the interest rate or rates thereof;

(c) an opinion of Bond Counsel to the effect that (i) each of such Series Resolution and this Bond Order has been duly authorized, executed and delivered by the Town and is valid and binding upon the Town (except to the extent that the enforceability thereof may be limited by the operation of bankruptcy, insolvency and similar laws affecting rights and remedies of creditors); (ii) this Bond Order creates a valid lien on the funds pledged hereby; and (iii) on the execution and delivery thereof, such Series of Bonds has been duly and validly authorized and issued in accordance with this Bond Order;

(d) if applicable, a request and authorization to the Trustee and the Authenticating Agent on behalf of the Town to authenticate and deliver the Series of Bonds to the purchasers therein identified on payment to the Trustee or otherwise as directed by the Trustee, for the account of the Town, of a sum specified in such request and authorization;

(e) a written Certificate from the Town as to the amount of proceeds of the Series of Bonds being issued to be deposited into the various Funds specified in, and pursuant to, the related Series Resolution;

(f) a Certificate indicating that the applicable requirements of Article III for the issuance of Additional Bonds have been met;

(g) a Certificate stating that there has been no material adverse change in the general affairs, financial position, results of operations or condition, financial or otherwise, of the System

and the Town has not incurred liabilities that would materially affect the ability of the Town to discharge its obligations under this Bond Order or the applicable Series Resolution;

(h) evidence that any amounts required by the applicable Series Resolution have been deposited in the appropriate account of the Debt Service Reserve Fund, if any; and

(i) such additional documents and certificates as Bond Counsel or the Trustee may require.

Section 2.12 Issuance of Revenue Bond Anticipation Notes. The Town is authorized to issue, in anticipation of the receipt of the net proceeds of any Bonds, water and sewer system revenue bond anticipation notes for the purpose of providing funds to pay the cost of the Project or any System Improvements. The payment of the principal of, redemption premium, if any, and interest on such notes shall be secured by a pledge, charge and lien upon the proceeds of any Bonds, if and when issued, and by the pledge of the Net Revenues pursuant to Section 5.01. The Revenues, as received by the Town, shall immediately be subject to the lien of the pledge of the Net Revenues without any physical delivery thereof or further act. All covenants, obligations and agreements of the Town contained in this Bond Order shall be deemed to be covenants, obligations and agreements of the Town with the Holders of any notes hereafter issued.

Section 2.13 Application of Bond Proceeds. The proceeds of sale of any Series of Bonds will, as soon as practicable on the delivery of the Series of Bonds by the Trustee pursuant to Section 2.11, be applied as set forth in the applicable Series Resolution.

[END OF ARTICLE II]

ARTICLE III

ADDITIONAL BONDS

Section 3.01 Refunding of Outstanding Bonds. The Town may, to the extent permitted by the Act and the provisions of this Section, issue, from time to time, Additional Bonds for the purpose of refunding all or any portion of the Bonds previously issued under this Bond Order for the purpose of achieving aggregate debt savings; provided, however, that bond anticipation notes issued pursuant to Section 2.12 may be refunded without evidence of aggregate debt savings. Except as to any difference in the maturities thereof or in the rate or rates of interest or the provisions for redemption, such refunding obligations shall be on a parity with and shall be entitled to the same benefit and security of this Bond Order as other Bonds. The Authenticating Agent shall not authenticate and the Trustee shall not deliver any Additional Bonds for this purpose unless theretofore or simultaneously therewith there shall have been filed with the Trustee the following, in addition to the items required by Section 2.11:

(a) an opinion of Bond Counsel to the effect that the issuance of the Additional Bonds has been duly authorized, executed and delivered, that all conditions precedent to the delivery of the Additional Bonds have been fulfilled and such other matters as may be requested by the initial purchaser of the Additional Bonds; and

(b) such documents as shall be required by the Trustee to evidence that provision has been satisfactorily made for the redemption of the Bonds to be refunded.

When the documents mentioned in clauses (a) through (b), inclusive, of this Section, and the items required by Section 2.11 shall have been filed with the Trustee and when the Additional Bonds shall have been executed as required by this Bond Order, the Authenticating Agent shall authenticate the Additional Bonds and the Trustee shall deliver them to or upon the order of the purchasers thereof, but only upon payment of the purchase price of the Additional Bonds. No Additional Bonds shall be valid or obligatory for any purpose unless authenticated by the Authenticating Agent.

Section 3.02 Additional Bonds for System Improvements. The Town may, to the extent permitted by the Act and the provisions of this Section, issue Additional Bonds for the purpose of financing System Improvements. Except as to any difference in the maturities thereof or in the rate or rates of interest or the provisions for redemption, such obligations shall be on a parity with and shall be entitled to the same benefit and security of this Bond Order as all other Bonds. The Authenticating Agent shall not authenticate and the Trustee shall not deliver any Additional Bonds for this purpose unless theretofore or simultaneously therewith there shall have been filed with the Trustee the following, in addition to the items required by Section 2.11:

(a) a copy, certified by the Clerk to be a true and correct copy, of the Series Resolution authorizing the issuance of the Additional Bonds and prescribing the details thereof and providing that the System Improvements to be financed with the proceeds thereof are thereby made a part of the System and the Revenues of such System Improvements are thereby pledged to the Additional Bonds and as additional security for the Outstanding Bonds;

(b) an opinion of Bond Counsel to the effect that the issuance of the Additional Bonds has been duly authorized, executed and delivered, that all conditions precedent to the delivery of the Additional Bonds have been fulfilled and such other matters as may be requested by the initial purchaser of the Additional Bonds;

(c) a Certificate, signed by a Town Representative stating that (i) all transfers to the Debt Service Fund required by Section 5.04 and 5.05 to pay Principal and Interest on the Bonds, and all transfers into the Debt Service Reserve Fund required by Section 5.04 prior to the beginning of the month during which the Additional Bonds are issued have been made and (ii) to his or her knowledge, no Event of Default shall have occurred and be continuing under this Bond Order;

(d) a Certificate, signed by a Town Representative, stating that the conditions set forth in either subsection (d)(i), (d)(ii), or (d)(iii) below have been met, and setting forth the calculation thereof:

(i) the Net Revenues for the most recent Fiscal Year for which audited financial statements are available, adjusted in the manner hereinafter provided, were at least equal to (a) 125% of the maximum Principal and Interest Requirements on the Bonds, including the Series of Bonds to be issued, (b) 100% of the Principal and Interest Requirements for Subordinate Indebtedness, if any, in that Fiscal Year, (c) 100% the Principal and Interest Requirements for General Obligation Indebtedness, if any, in that Fiscal Year and (d) 100% the Principal and Interest Requirements for Other Indebtedness, if any, in that Fiscal Year, in each case excluding any Bonds and other applicable indebtedness to be refunded by the proposed Additional Bonds;

OR

(A) the Town was in compliance with the Rate Covenant as described in Section 5.02(a) and (b); AND

(B) the Net Revenues, as projected by a report of a Financial Consultant filed with the Trustee, for the first two Fiscal Years following (1) the date capitalized interest, if any, provided from the proceeds of the proposed Series of Bonds is expended in the case of the acquisition of assets for or construction of improvements to the System or (2) the date the proposed Series of Bonds is issued in any other case, are at least equal to (a) 125% of the Principal and Interest Requirements on the Bonds, including the Series of Bonds to be issued, for such Fiscal Years, (b) 100% of the Principal and Interest Requirements for Subordinate Indebtedness to become due in such Fiscal Years, (c) 100% of the Principal and Interest Requirements for General Obligation Indebtedness to become due in such Fiscal Years and (d) 100% of the Principal and Interest Requirements for Other Indebtedness to become due in such Fiscal Years, in each case excluding any Bonds and other applicable indebtedness to be refunded by the proposed Additional Bonds;

OR

(ii) for the most recent Fiscal Year for which audited financial statements are available, the amount of Additional Bonds proposed to be issued, together with any other Additional Bonds issued under this subsection (e)(iii) and then Outstanding, does not exceed 10% of Revenues for such Fiscal Year.

For purposes of calculating Net Revenues in (d)(i) or (d)(ii)(A), (1) if the rates, fees, rentals and charges for the use of the System have been revised and such revised rates, fees, rentals and charges are

or will be in effect prior to or concurrently with the incurrence of such Additional Bonds, the Town Representative may add to the Net Revenues an estimate of the additional Net Revenue, as determined in accordance with the provisions of this Bond Order, that would have been included in the calculation of such Net Revenue, in the judgment of such Town Representative, if such rates, fees, rentals and charges had been in effect at the beginning of such Fiscal Year, (2) if users of the System have been added as a result of an acquisition of assets from another provider of services or as a result of a contract with another governmental unit prior to or concurrently with the incurrence of such Additional Bonds, the Town Representative may add to the Net Revenues an estimate of the additional Net Revenues that would have been included in the calculation of Net Revenues if such users had been a part of the System as of the beginning of such Fiscal Year, (3) if one or more "industrial users" (as described in the Town's fee structure for the System) have been added to the System (or if an existing industrial user has expanded its use of the System) prior to or concurrently with the incurrence of such Additional Bonds, the Town Representative may add to the Net Revenues an estimate of the additional Net Revenues that would have been included in the calculation of Net Revenues if such new or expanded industrial user had been a part of the System as of the beginning of such Fiscal Year, and (4) if an existing Enterprise that is not a part of the System is to be made a part of the System prior to or concurrently with the incurrence of such Additional Bonds, the Town Representative may add to such Net Revenues an estimate of the additional Net Revenues, as determined in accordance with the provisions of this Bond Order, that would have been included in the calculation of Net Revenues, in the judgment of such Town Representative, if the Enterprise had been part of the System at the beginning of such Fiscal Year.

When the documents mentioned in clauses (a) through (d), inclusive, of this Section and the items required by Section 2.11 shall have been filed with the Trustee and when the Additional Bonds shall have been executed as required by this Bond Order, the Authenticating Agent shall authenticate the Additional Bonds and the Trustee shall deliver them to or upon the order of the purchasers thereof, but only upon payment of the purchase price of the Additional Bonds. No Additional Bonds shall be valid or obligatory for any purpose unless authenticated by the Authenticating Agent.

Section 3.03 Approval by Local Government Commission. Additional Bonds shall not be issued unless they are approved and sold by the Commission and until the Secretary shall have endorsed thereon a certificate evidencing approval in accordance with the Act.

Section 3.04 Issuance of Subordinate Indebtedness. The Town may, to the extent permitted by the Act and the provisions of this Section, issue Subordinate Indebtedness, which obligations shall be subordinate in all respects to the Bonds. Any Subordinate Indebtedness shall include a provision prohibiting acceleration thereof while any Bonds are Outstanding hereunder. Such Subordinate Indebtedness shall not be issued unless the following requirements have been satisfied:

(a) a certificate, signed by a Town Representative stating that (i) all transfers to the Debt Service Fund required by Section 5.04 and 5.05 to pay Principal and Interest on the Bonds, and all transfers into the Debt Service Reserve Fund required by Section 5.04 prior to the beginning of the month during which the Additional Bonds are issued have been made and (ii) to his or her knowledge, no Event of Default shall have occurred and be continuing under this Bond Order; and

(b) a certificate, signed by a Town Representative, has been delivered to the Trustee stating that conditions set forth in either subsection (b)(i), (b)(ii), or (b)(iii) below have been met, as applicable, and setting forth the calculation thereof:

(i) the Net Revenues for the most recent Fiscal Year for which audited financial statements are available, adjusted in the manner hereinafter provided, were at

least equal to the maximum debt service in any succeeding Fiscal Year that would result from combining for that Fiscal Year (a) 100% of the maximum Principal and Interest Requirements on the Bonds, (b) 100% of the Principal and Interest Requirements for Subordinate Indebtedness in that Fiscal Year, including the Subordinate Indebtedness to be incurred, (c) 100% the Principal and Interest Requirements for General Obligation Indebtedness, if any, in that Fiscal Year and (d) 100% the Principal and Interest Requirements for Other Indebtedness, if any, in that Fiscal Year, in each case excluding any Bonds and other applicable indebtedness to be refunded by the proposed Subordinate Indebtedness;

OR

(ii) (A) the Town was in compliance with the Rate Covenant as described in Section 5.02(a) and (b);

AND

(B) the Net Revenues, as projected by the Town Representative filed with the Trustee, for the first two Fiscal Years following (1) the date capitalized interest, if any, provided from the proceeds of the proposed Subordinate Indebtedness is expended in the case of the acquisition of assets for or construction of improvements to the System or (2) the date the proposed Subordinate Indebtedness is incurred in any other case, are at least equal to (a) 100% of the Principal and Interest Requirements on the Bonds for such Fiscal Years, (b) 100% of the Principal and Interest Requirements for Subordinate Indebtedness, including the Subordinate Indebtedness to be incurred, to become due in such Fiscal Years, (c) 100% of the Principal and Interest Requirements for General Obligation Indebtedness to become due in such Fiscal Years and (d) 100% of the Principal and Interest Requirements for Other Indebtedness to become due in such Fiscal Years, in each case excluding any Bonds and other applicable indebtedness to be refunded by the proposed Subordinate Indebtedness.

OR

(iii) for the most recent Fiscal Year for which audited financial statements are available, the amount of Subordinate Indebtedness proposed to be incurred, together with any other Subordinate Indebtedness incurred under this subsection (b)(iii) and then Outstanding, does not exceed 10% of Revenues for such Fiscal Year.

For purposes of calculating Net Revenues in (b)(i) or (b)(ii)(A), (1) if the rates, fees, rentals and charges for the use of the System have been revised and such revised rates, fees, rentals and charges are or will be in effect prior to or concurrently with the issuance of such Subordinate Indebtedness, the Town Representative may add to the Net Revenues an estimate of the additional Net Revenue, as determined in accordance with the provisions of this Bond Order, that would have been included in the calculation of such Net Revenue, in the judgment of such Town Representative, if such rates, fees, rentals and charges had been in effect at the beginning of such Fiscal Year, (2) if users of the System have been added as a result of an acquisition of assets from another provider of services or as a result of a contract with another governmental unit prior to or concurrently with the incurrence of such Subordinate Indebtedness, the Town Representative may add to the Net Revenues an estimate of the additional Net Revenues that would

have been included in the calculation of Net Revenues if such users had been a part of the System as of the beginning of such Fiscal Year, (3) if one or more "industrial users" (as described in the Town's fee structure for the System) have been added to the System (or if an existing industrial user has expanded its use of the System) prior to or concurrently with the incurrence of such Additional Bonds, the Town Representative may add to the Net Revenues an estimate of the additional Net Revenues that would have been included in the calculation of Net Revenues if such new or expanded industrial user had been a part of the System as of the beginning of such Fiscal Year, and (4) if an existing Enterprise that is not a part of the System is to be made a part of the System prior to or concurrently with the incurrence of such Additional Bonds, the Town Representative may add to such Net Revenues an estimate of the additional Net Revenues, as determined in accordance with the provisions of this Bond Order, that would have been included in the calculation of Net Revenues, in the judgment of such Town Representative, if the Enterprise had been part of the System at the beginning of such Fiscal Year.

Section 3.05 Completion Indebtedness. The Town may, to the extent permitted by the Act and the provisions of this Section, issue Additional Bonds or incur Subordinate Indebtedness, as applicable, constituting Completion Indebtedness, which shall be on a parity with and shall be entitled to the same benefit and security of this Bond Order as all other Bonds or Subordinate Indebtedness, as applicable, under the conditions set forth in Section 3.05(a) or (b), as applicable.

(a) The Authenticating Agent shall not authenticate and the Trustee shall not deliver any Additional Bonds constituting Completion Indebtedness unless theretofore or simultaneously therewith there shall have been filed with the Trustee (a) the items required by Section 3.02(a) through (d), and (b)(i) a certificate of a licensed architect or engineer estimating the costs of completing the facilities constituting the Project or Additional Project for which such Completion Indebtedness is to be incurred and (ii) a certificate of a Town Representative certifying that the amount of such Completion Indebtedness to be incurred will be sufficient, together with other funds, if applicable, to complete construction of such facilities as estimated by the architect or engineer in respect of which such Additional Bonds are to be issued.

(b) The Town may not incur Subordinate Indebtedness constituting Completion Indebtedness unless theretofore or simultaneously therewith there shall have been filed with the Trustee (a) the items required by Section 3.04(a), and (b)(i) a certificate of a licensed architect or engineer estimating the costs of completing the facilities constituting the Project or Additional Project for which such Completion Indebtedness is to be incurred and (ii) a certificate of a Town Representative certifying that the amount of such Completion Indebtedness to be incurred will be sufficient, together with other funds, if applicable, to complete construction of such facilities as estimated by the architect or engineer in respect of which such Subordinate Indebtedness is to be incurred.

Section 3.06 Other Indebtedness. The Town may incur Other Indebtedness secured by a lien on (a) rolling stock comprising a part of the System without limitation and (b) other property, plant and equipment comprising a part of the System; provided however, that the principal amount of such obligations outstanding at any one time shall not exceed 20% of the net book value of the property, plant and equipment of the System (not taking into account any outstanding obligations with respect to rolling stock that is a part of the System) as shown on the audited financial statements of the Town for the most recent Fiscal Year for which audited financial statements are available.

[END OF ARTICLE III]

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01 Terms and Conditions. The Bonds, and the respective installments of principal corresponding thereto, shall be subject to redemption, both in whole and in part, at such times and prices, as may be provided by the Series Resolution authorizing the issuance of such Bonds.

Section 4.02 Notice of Redemption. Whenever the Town shall elect to redeem Bonds notice thereof shall be given in the manner provided in the Series Resolution authorizing the issuance of such Bonds.

Section 4.03 Payment of Redeemed Bonds. Notice having been given in the manner provided in this Bond Order and the applicable Series Resolution, the Bonds so called for redemption shall become due and payable on the redemption date so designated at the Redemption Price set forth in such notice. Upon presentation and surrender of the Bonds so called for redemption at the place of payment specified in such notice, together with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder or his duly authorized attorney, such Bonds shall be paid at the aforementioned Redemption Price. In case part but not all of an Outstanding Bond shall be selected for redemption, the Holder thereof or his attorney or legal representative shall present and surrender such Bond to the Registrar for payment of the applicable redemption price and the Town shall execute and the Registrar shall authenticate and deliver to or upon the order of such Holder or his legal representative, without charge therefor, for the unredeemed portion of the principal amount of the Bond so surrendered, a registered Bond of the same series and maturity, bearing interest at the same rate and of any authorized denomination.

If, on the Redemption Date, moneys for payment of the redemption price of all the Bonds to be redeemed shall be available therefor at the place of payment specified in the notice of redemption, then from and after the Redemption Date, the Bonds or the installments of principal thereof so called for redemption shall cease to bear interest. All moneys held for the redemption of particular Bonds or for the prepayment of particular installments thereof shall be held in trust for the account of the Holders of the Bonds so to be redeemed or prepaid.

If such moneys shall not be so available on the Redemption Date, the Bonds called for redemption shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

Except as otherwise specifically provided herein or in any Series Resolution, the Trustee has no obligation to purchase or attempt to purchase Bonds at a price below the Redemption Price, the principal amount or at any other price, and any arms' length purchase by the Trustee will conclusively be deemed fair and reasonable

Section 4.04 Cancellation of Redeemed Bonds. All Bonds redeemed prior to maturity shall be cancelled forthwith in the manner provided by applicable law.

Section 4.05 Bonds Not Delivered for Payment. If any Bond is not presented for payment when the Principal thereof becomes due at final maturity, or if any interest check is not cashed, if funds sufficient to pay such Bond have been made available by the Town to the Trustee or any Paying Agent for the benefit of the Owner thereof, all liability of the Town to the Owner thereof for the payment of such Bond will forthwith cease, terminate and be completely discharged, and it will then be the duty of the Trustee and any Paying Agent to hold such funds in trust, uninvested and without liability for interest

thereon, for the benefit of the Owner of such Bond who will thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Order or on, or with respect to, such Bond. Any money that is so set aside or transferred and that remains unclaimed by the Owners for a period of three years after such payment has become due and payable will be treated as abandoned property under N.C.G.S. § 116B-1 *et seq.,* and the Trustee or Paying Agent will report and remit this property to the State Treasurer according to the requirements of N.C.G.S. § 116B. Thereafter, the Owners may look only to the State Treasurer for payment and then only to the extent of the amounts so received without any interest thereon, and the Town and the Trustee or Paying Agent will have no responsibility with respect to such money.

[END OF ARTICLE IV]

ARTICLE V

PLEDGE OF BOND ORDER; RATE COVENANT; FUNDS AND ACCOUNTS

Section 5.01 Pledge of Net Revenues. The Town hereby pledges the Net Revenues to secure the payment of the principal of, redemption premium, if any, and interest on the Bonds. The Net Revenues, as received by the Town, shall immediately be subject to the lien of th.is pledge without any physical delivery thereof or further act and the lien of this pledge shall have priority over any or all other obligations and liabilities of the Town, including any general obligation bonds, or notes issued in anticipation thereof, heretofore or hereafter issued by the Town for the purpose of providing water and sewer systems or facilities and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Town irrespective of whether such parties have notice thereof.

The Town represents and warrants that (1) Section 159-91 of the Act creates a valid and binding pledge, charge and lien on the Net Revenues in favor of the Owners as security for payment of the Bonds, which lien is enforceable by the Trustee in accordance with the terms of the Act, (2) such pledge, charge and lien on the Net Revenues are prior to any judicial lien hereafter imposed on such collateral to enforce a judgment against the Town in tort, contract or otherwise, and (3) under Section 25-9-109(d) of the North Carolina General Statutes, as amended, no filing under Article 9 of the North Carolina Uniform Commercial Code is required in order to perfect such pledge, charge and lien on the Net Revenues.

Section 5.02 Rate Covenant.

(a) The Town covenants to fix, charge and collect rates, fees, rentals and charges for the use of and for services furnished or to be furnished by the System, and that from time to time and as often as it shall appear necessary, it shall revise such rates, fees, rentals and charges as may be necessary or appropriate, in order that for each Fiscal Year the Net Revenues (calculated in accordance with generally accepted accounting principles) will be not less than (i) one hundred and twenty-five percent (125%) the Principal and Interest Requirements on the Bonds to become due during that Fiscal Year plus (ii) one hundred percent (100%) of the Principal and Interest Requirements on General Obligation Indebtedness and Subordinate Indebtedness to become due in such Fiscal Year plus (iii) one hundred percent (100%) of the Principal and Interest Requirements on Other Indebtedness to become due in such Fiscal Year plus (iv) one hundred percent (100%) of the amount required to reimburse the provider of a Qualified Reserve Fund Substitute, if any, for any amounts owing hereunder of the Debt Service Requirement for such Fiscal Year.

(b) In addition to the covenant set forth in subsection (a) above, the Town also covenants to fix, charge and collect rates, fees, rentals and charges for the use of and for the services furnished or to be furnished by the System, and that from time to time and as often as it shall appear necessary, it shall revise such rates, fees, rentals and charges as may be necessary or appropriate, in order that the Revenues will be sufficient in each Fiscal Year (i) to pay Operating Expenses, (ii) to pay the Principal and Interest Requirements on the Bonds to become due during that Fiscal Year and (iii) to make such other deposits or payments as may be required under the provisions of this Bond Order or any Series Resolution.

(c) The Town covenants that all users will pay for services at the rates, fees and charges established by the Town from time to time in accordance with the Town's customary billing practices and policies.

(d) If the Town fails to comply with the covenants set forth in subsections (a) and (b) above, it shall, within thirty (30) days of the receipt by the Town of the audit report required by Section 7.08,

request a Financial Consultant to make recommendations, if any, as to a revision of the Town's rates, fees, rentals and charges for the System, its Operating Expenses or the method of operation of the System in order to satisfy the foregoing requirements of this Section. Copies of such request and of the recommendations of the Financial Consultant, if any, shall be filed by the Town with the LGC. Promptly upon its receipt of the recommendations of the Financial Consultant, the Town shall, after giving due consideration to the recommendations, revise its rates, fees, rentals and charges for the System or its Operating Expenses or alter its methods of operation, which revisions or alterations need not comply with the Financial Consultant's recommendations but which are projected by the Town to result in compliance with the covenants set forth in subsections (a) and (b) of this Section. If the Town shall comply with all of the recommendations of the Financial Consultant, failure to comply with the provisions of subsections (a) and (b) above shall not constitute an event of default under the provisions of clause (d) of Section 8.01. Compliance with all of the recommendations of the Financial Consultant shall have no effect on any event of default other than an event of default under the provisions of clause (d) of Section 8.01. In the event of any failure to comply with the provisions of subsections (a) and (b) above and the failure of the Town to comply with all of the recommendations of the Financial Consultant, and in addition to the remedies elsewhere provided in this Bond Order, the Holders of not less than 50% in aggregate principal amount of the Bonds then outstanding may institute and prosecute in a court of competent jurisdiction an appropriate action to compel the Town to comply with all of the recommendations of the Financial Consultant in order to satisfy the foregoing requirements of this Section. The Town covenants that it will adopt and charge rates, fees, rentals and charges for the System and revise its Operating Expenses or the method of operation of the System in compliance with any final order, decree or judgment entered in any such proceeding or modification thereof.

(e) The Town also covenants to fix and charge rates, fees, rentals and charges for the System which rates, fees, rentals and charges shall be reasonable and non-discriminatory. Nothing contained in this Section shall obligate the Town to take any action in violation of any applicable requirements imposed by law.

Section 5.03 Creation of Funds and Accounts.

(a) The Town hereby establishes and creates the following special Funds which for administrative convenience may be subdivided by the Town Representative or the Trustee into Accounts with appropriate identification:

(1) Revenue Fund;

(2) Debt Service Fund;

(3) Construction Fund;

(4) Debt Service Reserve Fund; and

(5) Rebate Fund.

The Trustee or the Town may also create such other Funds or Accounts as it deems necessary or desirable in the administration of this Bond Order.

(b) The Debt Service Fund, the Construction Fund and the Debt Service Reserve Fund will be held by the Trustee. If the Debt Service Reserve Fund is used for a Series of Bonds, the related Series Resolution must establish the provisions for the use thereof. The Town will not file a Qualified Reserve

Fund Substitute with the Trustee without the approval of the LGC or a person designated by the LGC to approve a Qualified Reserve Fund Substitute.

(c) The Revenue Fund and the Rebate Fund will be held by a financial institution from time to time determined by the Town.

Section 5.04 Revenue Fund; Application of Revenues**.**

(a) The Town has designated the "Town of Clayton, North Carolina Water and Sewer Fund" (which is the existing enterprise fund of the Town relating to the System) as the "Revenue Fund." All Revenues collected by or on behalf of the Town shall be deposited by the Town in the Revenue Fund as soon as practicable following the receipt thereof. There will also be deposited in the Revenue Fund any other amounts required to be deposited therein pursuant to this Bond Order or any Supplemental Resolution and any other amounts available therefor and determined by the Town to be deposited therein. All amounts collected by the Town as refundable deposits made by customers of the System, which have been deposited in the Revenue Fund, may be paid out of the Revenue Fund to the Persons to whom such amounts are owned in the amounts and at the times determined by the Town Representative.

(b) The Town will cause disbursements to be made from the Revenue Fund in the following order of priority:

FIRST: Payment of Operating Expenses as the same become due and payable in conformity with the applicable budgetary and payment procedures of the Town;

SECOND: On or before the 5th day before each Interest Payment Date (commencing on the date set in the Series Resolution for each Series of Bonds), to the Trustee for deposit in the Debt Service Fund, an amount such that (after taking into consideration amounts then on deposit in the Debt Service Fund allocated to pay Interest), there will be in the Debt Service Fund an amount equal to the Interest due on that Interest Payment Date;

THIRD: On or before the 5th day before each Principal Payment Date (commencing on the date set in the Series Resolution for each Series of Bonds), to the Trustee for deposit in the Debt Service Fund, an amount such that (after taking into consideration amounts then on deposit in the Debt Service Fund allocated to pay Principal due with respect to the Bonds), there will be in the Debt Service Fund an amount equal to the Principal Installment due on that Principal Payment Date;

FOURTH: On any date, to the Debt Service Fund, the amount necessary to make up any deficiency therein in accordance with the priorities established in Section 5.05(c);

FIFTH: On the date set for payment thereof, to the provider of any Qualified Reserve Fund Substitute an amount sufficient to satisfy the then current obligations of the Town incurred in connection therewith;

SIXTH: At any time as may be required, for deposit in any account in the Debt Service Reserve Fund (1) the amount necessary for the balance therein to equal the Reserve Requirement with respect to such account, but if the Revenues are insufficient therefor, to each account of the Debt Service Reserve Fund *pro rata* or (2) if any account in the Debt Service Reserve Fund is less than 90% of the Reserve Requirement with respect to such account as a result of a valuation of investments therein, the amount necessary for the balance therein to equal the applicable Reserve Requirement; provided, however, that in either the event of (1) or (2) above the Town is

not required to transfer in any month more than an amount such that if the same amount were deposited in equal monthly installments over the subsequent 11 months, the applicable account would equal the applicable Reserve Requirement;

SEVENTH: At any time as may be required, to the paying agent or directly to the registered owners of any General Obligation Indebtedness, an amount equal to the principal, premium or interest then due and owing on such General Obligation;

EIGHTH: On the date set for the payment thereof, to the Persons entitled to payment on any Subordinate Indebtedness, an amount equal to the principal, premium or interest then due and owing on such Subordinate Indebtedness; and

NINTH: At any time as may be required, to the Persons entitled to payment with respect to Other Indebtedness, an amount equal to the payment then due and owing on such Other Indebtedness.

In the amount so deposited in any month to the credit of any Fund mentioned in FIRST through NINTH above shall be less than the required amount, the requirement therefor shall nevertheless be cumulative and the amount of any deficiency in any month shall be added to the amount otherwise required to be deposited to the credit of such Fund in each month thereafter until such time as such deficiency shall be made up.

At the end of each month, after making all deposits or payments required by this Section (including transferring to the Debt Service Fund sufficient funds to pay Principal and Interest on all Bonds on the next Interest Payment Date), the Town may transfer any balance remaining in the Revenue Fund to any other fund or account designated by the Town to be used for any lawful purpose, including, without limitation, to any capital project fund or capital revenue fund established for the System, but only if the following conditions are met: (i) no Event of Default shall exist and be continuing; (ii) in the opinion of the Finance Officer of the Town, such transfer will not have a material adverse effect on the Town's ability over the next 12 calendar months to pay the Operating Expenses, to make all deposits and payments required by this Section and to meet all other financial obligations imposed by this Bond Order or any Series Resolution; and (iii) the cumulative amount so transferred in any Fiscal Year shall not exceed the total amount budgeted to be transferred from the Revenue Fund in such Fiscal Year as shown in the Annual Budget for such Fiscal Year, as amended. Any funds transferred from the Revenue Fund in accordance with this subsection (b), other than transfers made to any Fund or Account established hereunder, shall no longer be subject to the pledge, charge and lien upon the Net Revenues created by this Bond Order.

Section 5.05 Debt Service Fund.

(a) There will be deposited in the Debt Service Fund any amounts required to be deposited therein pursuant to this Bond Order and any other amount available therefor and determined by the Town to be deposited therein.

(b) The Trustee will disburse amounts deposited in the Debt Service Fund as follows:

(1) On each Interest Payment Date, to the Persons entitled thereto, Interest due on such date.

(2) Subject to the provisions hereof requiring the application thereof to the payment or redemption of any particular Bond, on each Principal Payment Date, to the Owners, the amounts required for the payment of the Principal due on such date.

(3) On each Redemption Date, to the Owners, the amount required for redemption of Bonds called for redemption.

If on an Interest Payment Date or a Principal Payment Date, the amounts in the Debt Service Fund are insufficient to pay in full the Interest or Principal, the amounts in the Debt Service Fund will be applied *pro rata* first to the Persons entitled to Interest and then to the Persons entitled to Principal.

(c) If on any Interest Payment Date or Principal Payment Date, there is a deficiency in the Debt Service Fund, the amount of such deficiency will be made up from the following Funds and in the order or priority set forth below:

(1) Revenue Fund;

(2) the account of the Debt Service Reserve Fund securing a Series of Bonds to pay the Principal of and Interest on such Bonds, to the extent such deficiency is attributable to the Series of Bonds secured by that account of such Debt Service Reserve Fund;

(3) Construction Fund.

(d) To the extent money is required to be transferred from any Fund held by the Town to make up a deficiency in the Debt Service Fund as required by subparagraph (c), the Trustee shall notify the Town by telephone promptly confirmed in writing on the Business Day preceding the date on which money is required to be transferred by it pursuant to this subparagraph and thereafter the Town shall cause the required transfer to be made on the date set therefor.

Section 5.06 Rebate Fund**.**

(a) The Town will retain an Accountant or other qualified entity to make computations of Rebate Deposits at the times necessary for the Town to satisfy the requirements of the Code with respect to each Series of Bonds. If a Rebate Deposit is required as a result of such computation, the Town will direct the Trustee to transfer funds to the Rebate Fund in the amount of such payment from the Revenue Fund. To the extent that amounts available therein are not sufficient to pay the Rebate Deposit, the Town will pay or cause to be paid into the Rebate Fund any amounts necessary to make up the deficiency. Records of the actions required to be taken by the Town by this Section must be retained by the Trustee until six years after the Series of the Bonds related thereto are no longer Outstanding. Except as contemplated in this Section, the Trustee will have no responsibility to independently compute or pay any Rebate Deposit.

(b) There will be deposited in the Rebate Fund any amount required to be deposited therein pursuant to this Bond Order and any other amounts available therefor and determined by the Town to be deposited therein. At the Town's written direction, the Trustee will, at the times and in the manner required by the Code, pay to the United States from the Rebate Fund amounts sufficient to satisfy the requirements of the Code. The Trustee will not be required to make any payment except from funds in the Rebate Fund.

Section 5.07 Construction Fund. There will be deposited from time to time in the Construction Fund all amounts required to be deposited therein pursuant to, and expended in accordance

with, any Series Resolution and any other amounts available therefor and determined by the Town to be deposited therein. The Town shall requisition amounts from the Construction Fund to pay Costs of Construction and Costs of Issuance in accordance with the procedures set forth in the applicable Series Resolution. The Trustee has no responsibility to inspect or oversee the construction or completion of any portion of the System or to verify the truthfulness or accuracy of the Town's certifications with respect to the Trustee's disbursements for Costs of Construction or Costs of Issuance made in accordance with any Series Resolution.

Section 5.08 Debt Service Reserve Fund.

(a) There will be deposited in the Debt Service Reserve Fund all amounts (if any) required to be deposited therein pursuant to this Bond Order and any Series Resolution and any other amount available therefor and determined by the Town to be deposited therein.

(b) The Trustee will transfer amounts held in the appropriate account in the Debt Service Reserve Fund to the Debt Service Fund to make up any deficiency therein with respect to any Series of Bonds secured by that account in the Debt Service Reserve Fund, in accordance with the order of priorities set forth in Section 5.05; but if a Qualified Reserve Fund Substitute is in place, the Trustee will first use money on hand in the appropriate account in the Debt Service Reserve Fund and then use money made available by the provider of the Qualified Reserve Fund Substitute. If more than one Qualified Reserve Fund Substitute is in place with respect to an account in the Debt Service Reserve Fund, the Trustee shall draw on those Qualified Reserve Fund Substitutes pro rata. Not less than 10 days before the need therefor or such longer period of time as may be required pursuant to the Qualified Reserve Fund Substitute, the Trustee will cause appropriate notice to be given to the provider of such Qualified Reserve Fund Substitute of the need for funds to make up any deficiency in the Debt Service Reserve Fund.

(c) The Trustee will, on or before December 31 and June 30 of each year, value each account in the Debt Service Reserve Fund and provide written notice to the Town of any money which will be on hand in each account in the Debt Service Reserve Fund in excess of the applicable Reserve Requirement (taking into account any Qualified Reserve Fund Substitute that may be held by the Trustee in any such account) and on the next succeeding January 1 or July 1, as the case may be, and on such January 1 or July 1, the Trustee shall transfer such excess money to the Construction Fund during the construction period associated with any System Improvements financed with the proceeds of Bonds and otherwise to the Revenue Fund to be applied in accordance with Section 5.04.

[END OF ARTICLE V]

ARTICLE VI

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 6.01 Security for Deposits. All moneys, including Revenues, deposited with or held by the Town in any depositary designated by the Governing Body in excess of the amount guaranteed by the Federal Deposit Insurance Corporation or other Federal agency shall be continuously secured, for the benefit of the Town and the Holders of the Bonds, in such manner as may then be required by applicable state or Federal laws and regulations regarding the security for, or granting a preference in the case of, the deposit of trust funds, including applicable regulations of the LGC.

Section 6.02 Investments. The Trustee will invest money held in the Debt Service Fund, the Construction Fund, the Debt Service Reserve Fund, and the Rebate Fund, at the written direction of the Town, in Qualified Investments. The Town will invest all Funds and Accounts held by it pursuant hereto in such Qualified Investments as it determines in its sole discretion. The proceeds of any remarketing of a Series of the Bonds will be held uninvested or will be invested at the written direction of the Town in Federal Securities maturing not later than the earlier of 30 days or the date needed for payment. The Town will invest, and as to the Debt Service Fund, the Debt Service Reserve Fund and the Construction Fund, will direct the Trustee in writing to invest, all money held hereunder pursuant to the investment instructions as provided in connection with a Series of Bonds. The Trustee is not liable for any loss resulting from the purchase, sale or redemption of an Investment Security executed in accordance with this Section 6.02 or Section 6.03(b).

The Trustee will deposit earnings from investment of money in the Rebate Fund immediately on receipt thereof into the Rebate Fund; and from investment of money in the Debt Service Fund immediately on receipt thereof into the Debt Service Fund. Earnings from investment of money in the Construction Fund shall be deposited immediately on receipt thereof into the Construction Fund. All earnings from the investment of money held in any other fund and account hereunder will be credited to the Revenue Fund.

The Trustee may conclusively rely upon the Town's written instructions as to both the suitability and legality of all investments directed hereunder. Ratings of investments shall be determined at the time of purchase of such investments and without regard to ratings subcategories. The Trustee shall have no responsibility to monitor the ratings of investments after the initial purchase of such investments. The Trustee may make any and all such investments through its own investment department or that of its affiliates or subsidiaries and may charge its ordinary and customary fees for such trades. In the absence of written investment instructions from the Town, the Trustee shall not be responsible or liable for keeping the moneys held by it hereunder fully invested. Confirmations of investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered.

Section 6.03 Valuation and Sale of Investments.

(a) In computing the amount in any Fund or Account, obligations purchased as an investment of money therein will be valued at the market value on the last day of each Fiscal Year unless an earlier date is required in this Bond Order or in a Series Resolution. The Trustee shall value each Account of the Debt Service Reserve Fund separately for purposes of determining if the Account is in the amount required by the Series Resolution under which it was created.

(b) Except as otherwise provided herein, the Trustee shall sell and reduce to cash, or present for redemption, any Investment Security whenever it shall be required or directed in writing by an Town Representative to do so or whenever it shall be necessary in order to provide money to meet any payment

or transfer from any Fund or Account held by it, and the Town Representative shall sell at the best price obtainable, or present for redemption, any Investment Security whenever it shall be necessary in order to provide money to meet any payment or transfer from any Fund or Account held by the Town. An Investment Security may be credited on a pro-rata basis to more than one Fund or Account and need not be sold in order to provide for the transfer of amounts from one Fund or Account to another.

[END OF ARTICLE VI]

ARTICLE VII

PARTICULAR COVENANTS

Section 7.01 Payment of Bonds and Observance of Covenants. The Town covenants that it will promptly pay the principal of and the interest on every Bond issued under the provisions of this Bond Order at the places, on the dates and in the manner provided herein and in the Bonds and any premium required for the retirement of the Bonds by purchase or redemption, according to the true intent and meaning thereof. Except as in this Bond Order otherwise provided, the principal, interest and premiums shall be secured solely by the Net Revenues, which are hereby pledged to the payment thereof in the manner and to the extent hereinabove particularly specified. Nothing in the Bonds or in this Bond Order shall be construed as pledging the faith and credit of the Town to payment of the Bonds or as obligating the Town, directly or indirectly or contingently, to levy or to pledge any form of ad valorem tax whatever therefor. The Town covenants that it shall faithfully do and perform and at all times fully observe any and all covenants, undertakings, stipulations and provisions contained herein or in the Bonds.

Section 7.02 Construction of System Improvements. The Town will complete or cause to be completed the System Improvements provided for in this Bond Order and any Series Resolution in accordance with the plans and specifications therefor and in conformity with law and all requirements of all governmental authorities having jurisdiction thereover, and that it will complete such construction with all expedition practicable

The Town further covenants and agrees that it will construct any System Improvements in accordance with all applicable bidding laws, including, if required by applicable law or the applicable Series Resolution, to require each Person with whom it may contract for labor or materials in connection with the construction of any System Improvements to furnish a performance bond as required by law to insure completion and performance of such contract, and to carry such workmen' compensation or employers' liability insurance as may be required by law and such builders' risk insurance, if any, as may be required by law. The Town further covenants and agrees that in the event of any default under any such contract and the failure of the surety to complete the contract, the proceeds of any such performance bond or securities shall forthwith, upon receipt of such proceeds, be applied toward the completion of the contract in connection with which such performance bond or securities shall have been furnished.

Section 7.03 Operation and Maintenance of System. The Town covenants that it shall at all times operate the System properly and in a sound and economical manner, and shall maintain, preserve and keep the System or cause the System to be so maintained, preserved and kept, with the appurtenances and every part and parcel thereof, in good repair, working order and condition, and shall from time to time make or cause to be made, all necessary and proper repairs, replacements and renewals so that at all times the operation of the System may be properly and advantageously conducted in an efficient manner and at a reasonable cost as a revenue-producing enterprise. The Town will also maintain and amend in each Fiscal Year a capital improvement plan for the System extending over a period of not less than the three following Fiscal Years.

Section 7.04 Rules, Regulations and Other Details. The Town covenants that it shall establish and shall enforce reasonable rules and regulations governing the operation, use and services of the System and all other property and assets owned and operated by the Town and that all compensations, salaries, fees and wages paid by the Town in connection with the maintenance, repair and operation of the System shall be reasonable. The Town shall observe and perform or shall cause to be observed and performed all of the terms and conditions contained in the Act, and shall comply with all valid acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the System and all other property and assets owned and operated by the Town.

Section 7.05 Payment of Lawful Charges. The Town covenants that, from Revenues, it will pay all taxes and assessments or other municipal or governmental charges lawfully levied or assessed upon or in respect of the System or upon any part and that, from such Revenues, it will pay or cause to be discharged, or will make adequate provision to satisfy and discharge, within sixty (60) days after the same shall accrue, all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, might by law become a lien upon the System or any part thereof or upon such Revenues; provided, however, that nothing in this Section contained shall require the Town to pay or cause to be discharged, or make provision for, any such lien or charge so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings.

Section 7.06 Insurance; Condemnation. The Town covenants that it will obtain and maintain insurance, with reasonable terms, conditions, provisions and costs, which the Town determines will afford adequate protection against such risks as are customarily insured against in connection with the operation of sewer systems of the type and size comparable to the System. All such insurance policies shall be carried in an insurance company or companies authorized and qualified under the laws of the State to assume the risks thereof. The Town may provide for and maintain the insurance required under this Section partially or wholly by means of an adequate State approved self-insurance fund, or by participation in a group risk pool or similar program. Reserves for a self-insurance fund will be determined by using actuarially sound principles. Any self-insurance fund will be reviewed annually by the Town's risk manager.

The proceeds of such insurance covering damage to or destruction of the System, or the proceeds of any condemnation of any portion of the System, shall be deposited with the Town and shall be available for and shall, to the extent necessary, be applied to the repair, replacement or reconstruction of the damaged, destroyed or condemned property, and shall be paid out in the manner determined by the Town. If such proceeds shall be insufficient for such purpose, the deficiency may be supplied out of any other available funds of the Town in its sole discretion. The proceeds of all insurance covering loss of Revenues shall be deposited to the credit of the Revenue Fund. If permitted under a Series Resolution, such proceeds may be deposited to the Debt Service Fund and used to redeem or pay the Principal of some or all of the Bonds Outstanding.

Section 7.07 Annual Budget. The Town covenants that it shall develop an Annual Budget for each Fiscal Year consistent with the budget preparation schedule set forth in the State's applicable fiscal control statutes. If for any reason the Governing Body shall not have adopted the Annual Budget before the first day of any Fiscal Year, the budget for the preceding Fiscal Year shall, until the adoption of the Annual Budget, be deemed to be in force.

The Governing Body may at any time adopt an amended or supplemental Annual Budget for the remainder of the then current Fiscal Year, but no such amended or supplemental budget shall be effective until it shall be approved in the manner hereinbefore prescribed for the Annual Budget.

The Town covenants that the Operating Expenses incurred in any Fiscal Year will not exceed the reasonable and necessary amount thereof, and that it will not expend any amount or incur any obligations for maintenance, repair and operation in excess of the amounts provided for Operating Expenses in the Annual Budget.

Section 7.08 Records, Books and Audits. The Town covenants that it will keep each of the funds of the System separate from all other funds of the Town and that it will keep accurate records and accounts of all items of cost and of all expenditures relating to the System and of the Revenues collected and the application of such Revenues. Such records and accounts shall at all times during normal business hours be open to the inspection of the LGC and the Holders of the Bonds.

The Town shall cause its independent certified public accountant to prepare and deliver to the Town within 180 days after the close of each Fiscal Year, beginning with the Fiscal Year ending June 30, 2023, an audit of the Town's books and accounts. Reports of each such audit shall be filed with the LGC and, upon written request to the Finance Officer, to each Owner and shall be made available for inspection at the office of the Finance Officer. Included in each such audit report shall be a calculation of the Rate Covenant for such Fiscal Year. Each such audit report shall be accompanied by an opinion of the independent certified public accountant stating that the examination of the financial statements was conducted in accordance with generally accepted auditing standards and stating whether such financial statements present fairly the financial position of the System and the results of its operations and a statement of cash flows for the period covered by such audit report in conformity with generally accepted accounting principles applied on a consistent basis. If for any reason beyond its control, the Town is unable to obtain the foregoing opinion as to compliance with generally accepted accounting principles, the Town shall be deemed to be in compliance with this Section if it is taking all reasonable and feasible action to obtain such opinion in subsequent Fiscal Years, and it, in lieu of a statement as to compliance and conformity, such opinion states the reasons for such noncompliance or non-conformity.

Sale or Encumbrance of the System

(a) The Town will not sell, exchange or otherwise dispose of the System or any part thereof except as specifically permitted in this Bond Order.

(b) The Town may from time to time sell, exchange, lease or otherwise dispose of any other property of the System, including machinery, fixtures, apparatus, tools, instruments or other property, as the Governing Body may determine is obsolete or no longer needed or useful for the proper maintenance and operation of such System, and the proceeds thereof may be used for any lawful purpose determined by the Town.

(c) The Town may from time to time sell, exchange or otherwise dispose of (but not lease, contract or agree for the use thereof except as permitted by the Bond Order) any other property of the System, including one or more entire Enterprises added to the System pursuant to Section 7.10 of the Bond Order and comprising a part of the System, if, in addition to (i) obtaining an opinion of Bond Counsel to the effect that such sale, exchange or disposition of property of the System will not adversely affect the tax treatment for federal income tax purposes of Interest on such Bonds and (ii) otherwise complying with the provisions hereof, determines by resolution:

(1) that the sale, exchange or other disposition thereof would not materially adversely affect the operating efficiency of the System and would not materially reduce Net Revenues; or

(2) that the sale, exchange or other disposition thereof would not materially adversely affect the ability of the Town to comply with the Rate Covenant for the current and next succeeding Fiscal Year, provided that there is delivered to the Trustee evidence (including, but not limited to, a Certificate of a Town Representative) reasonably satisfactory to the Trustee that such sale, exchange or disposition would not result in the ratings of any Bonds being suspended or downgraded below "investment grade" by Fitch, Moody's or S&P, and provided further that such sale, exchange or disposition would be for a consideration of not less than fair market value; and

(3) the proceeds, if any, of any such sale, exchange or disposition, other than the proceeds with respect to any sale of one or more entire Enterprises added to the System pursuant to Section 7.10 of the Bond Order, will be applied to the replacement of the properties so sold,

exchanged or disposed of or will be deposited to the credit of the subaccount or subaccounts of the Bond Fund or to pay interest on or principal of Bonds as the Town may determine.

If the fair market value of any item of real or personal property to be sold, exchanged or otherwise disposed of pursuant to Section 7.09(c) in any Fiscal Year will be in excess of 1% of the property, plant and equipment of the System calculated in accordance with generally accepted accounting principles, or if the fair market value of any such item together with the fair market value of all other such items so disposed of in such Fiscal Year aggregates in excess of 1% of the property, plant and equipment of the System calculated in accordance with generally accepted accounting principles, then no such disposal will be effected without first obtaining the written Certificate of a Financial Consultant as to the determinations to be made by the Town with respect to such disposition under (c)(1) and (c)(2) above.

The foregoing provisions shall not apply to the sale by the Town of the R. Steven Biggs Regional Wastewater Pretreatment Facility, some or all of the proceeds of which are being used to finance a portion of the cost of the Project, and the Town shall not be obligated to comply with any of the provisions of this Section 7.09 in connection with such sale.

(d) If the Town sells or otherwise disposes of one or more entire Enterprises added to the System pursuant to Section 7.10 of the Bond Order, the proceeds, if any, of such sale or other disposition may be applied, at the discretion of the Town, as follows:

(1) to the payment or satisfaction, in whole or in part, of, first, Bonds associated with or related to such Enterprise and, second, any other type of indebtedness of the Town associated with or related to such Enterprise, including Subordinated Indebtedness or Other Indebtedness; or

(2) to the payment or satisfaction, in whole or in part, of the amount due under any other type of contractual obligations of the Town associated with or related to such Enterprise.

In addition to the application of such proceeds for the purposes described in (d)(1) and (d) (2) above, the Town may, but only with the approval of the Local Government Commission, apply such proceeds as follows:

(3) to the payment or satisfaction, in whole or in part, of any other type of indebtedness of the Town;

(4) the payment or satisfaction, in whole or in part, of the amount due under any other type of contractual obligations of the Town; or

(5) any capital outlay purposes of the Town.

Any proceeds remaining after the payment or satisfaction in whole of all indebtedness and contractual obligations mentioned in clauses (1) and (2) above may be applied in any manner that the Town may determine consistent with applicable law.

(e) The proceeds from any sale, lease or disposition of the System, in whole or in part, shall be applied to the replacement of the properties so sold or otherwise disposed of or shall be deposited in the Revenue Fund or otherwise used to pay or redeem Bonds.

Addition of Enterprises to the System. Additional Enterprises may be added to the System from time to time at the discretion of the Town by resolution of the Governing Body. If Additional Bonds or Subordinated Indebtedness is to be incurred by the Town under the Act and in

accordance with the provisions of Article III in connection with the addition of any Enterprise, the resolution of the Governing Body, together with evidence of compliance with the requirements of Article II for the incurrence of Additional Bonds or Subordinated Indebtedness and subparagraphs (c) and (d) below, will be sufficient for such purpose. If no indebtedness is to be incurred in connection with such addition, then the following must be filed with the Governing Body and the Trustee prior to the adoption of the resolution:

(a) an opinion of the Town Attorney or Bond Counsel to the effect that the Act then permits such addition to the System in the absence of the incurrence of indebtedness by the Town under the Act;

(b) a Certificate of a Town Representative showing that the Net Revenues for the Fiscal Year preceding the Fiscal Year in which the resolution of the Board of Commissioners is to be adopted, based upon the assumption that such addition was made as of the first day of such preceding Fiscal Year, would have met the Town's Rate Covenant for such Fiscal Year;

(c) an Certificate of a Town Representative showing that ratio of Net Revenues for the Fiscal Year preceding the Fiscal Year in which the resolution of the Governing Body is to be adopted, assuming that the addition of the Enterprise to the System occurred at the beginning of such preceding Fiscal Year, to the maximum debt service on all Bonds, Subordinate Indebtedness, General Obligation Indebtedness and Other Indebtedness in the current or any future Fiscal Year, would not decrease by more than 20%; and

(d) evidence (including, but not limited to, a Certificate of a Town Representative) reasonably satisfactory to the Trustee that the addition of such Enterprise to the System would not result in the ratings on any Bonds being suspended or downgraded below "investment grade" by Fitch, Moody's or S&P.

All resolutions and other documents, certificates or opinions required above will be delivered to the Trustee prior to adding any such Enterprise to the System.

Section 7.11 Liens or Charges. The Town covenants that it will not create or permit to be created any charge or lien on the System or the Net Revenues ranking equally with or prior to the charge or lien on the Net Revenues of the Bonds issued and secured hereunder unless otherwise expressly permitted by this Bond Order or required by applicable law. The Town shall discharge or cause to be discharged, or shall make adequate provision to satisfy and discharge, within sixty (60) days after the same become due and payable, all lawful costs, expenses, liabilities and charges relating to the maintenance, repair, replacement or improvement of the properties constituting the System and the operation of the System and lawful claims and demands for labor, materials, supplies or other objects that might by law become a lien upon the System or the Net Revenues if unpaid. Nothing contained in this Section shall require the Town to pay or cause to be discharged, or make provision for the payment, satisfaction and discharge of, any lien, charge, cost, liability, claim or demand so long as the validity thereof is contested in good faith and by appropriate legal proceedings. In accordance with the requirements of Section 3.05 hereof, the Town may issue Subordinated Indebtedness secured by a charge or lien on the System or Net Revenues that is expressly subordinate to nay Bonds issued hereunder.

Section 7.12 Further Assurance. The Town covenants that at any and all times it shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver all and every such further orders, resolutions, acts, conveyances, transfers and assurances as may be reasonably necessary or desirable for the better assuring, conveying, granting and confirming all and singular the rights, Net Revenues and other funds hereby pledged or intended so to be, or which the Town may hereafter become

bound to pledge or as may be reasonable and required to carry out the purposes of this Bond Order and comply with the Act. The Town further covenants that it shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Net Revenues and all the rights of the Owners against all claims and demands of all Persons whomsoever.

[END OF ARTICLE VII]

ARTICLE VIII

DEFAULTS AND REMEDIES

Section 8.01 Events of Default. If any of the following events occur, it is hereby defined and deemed an "Event of Default" under this Bond Order:

(a) A failure to pay the Principal of or premium, if any, on any Bond when the same becomes due and payable, whether at the stated maturity thereof or on proceedings for redemption, including sinking fund redemptions;

(b) A failure to pay any installment of Interest when the same becomes due and payable; or

(c) Entry of final judgment for the payment of money in excess of $1,000,000 is rendered against the Town as a result of its ownership, control or operation of the System, and any such judgment is not discharged within one hundred twenty (120) days from the entry thereof or an appeal is not taken therefrom or from the order, decree or process upon which or pursuant to which such judgment shall have been granted or entered, in such manner as to stay the execution of or levy under such judgment, order, decree or process or the enforcement thereof;

(d) The Town (i) becomes insolvent or the subject of insolvency proceedings; or (ii) admits in writing its inability, to pay its debts as they mature; or (iii) makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its property; or (iv) files a petition or other pleading seeking reorganization, composition, readjustment, or liquidation of assets, or requesting similar relief; or (v) applies to a court for the appointment of a receiver for it or for the whole or any part of the System; or (vi) has a receiver or liquidator appointed for it or for the whole or any part of the System (with or without the consent of the Town) and such receiver is not discharged within ninety (90) consecutive days after his appointment; or (vii) becomes the subject of an "order for relief" within the meaning of the United States Bankruptcy Code; or (viii) files an answer to a creditor's petition admitting the material allegations thereof for liquidation, reorganization, readjustment or composition or to effect a plan or other arrangement with creditors or fail to have such petition dismissed within sixty (60) consecutive days after the same is filed against the Town;

(e) A failure by the Town to observe and perform any covenant, condition, agreement or provision (other than as described in subsections (a) and (b) of this Section) contained in the Bonds or in this Bond Order on the part of the Town to be observed or performed, which failure continues for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, has been given to the Town by the Trustee, which may give such notice in its discretion and must give such notice at the written request of Owners of not less than 25% of principal amount of the Bonds, unless the Trustee, or the Trustee and Owners of a principal amount of Bonds not less than the principal amount of Bonds the Owners of which directed such notice, as the case may be, agrees in writing to an extension of such period prior to its expiration.

The Trustee is not deemed to have, or be required to take, notice of a default described in Section 8.01(e) unless notified in writing by the Owners of not less than 25% of the principal amount of the Bonds or unless the Trustee has actual notice thereof.

Further events which will constitute "Events of Default" hereunder may be set forth in a Series Resolution.

Section 8.02 Remedies on Default.

(a) On the occurrence and continuance of an Event of Default, the Trustee may, or if required by the Owners of not less than a majority of the aggregate Principal amount of the Bonds, must, declare the Bonds to be immediately due and payable, whereupon they will, without further action, become due and payable, anything in this Bond Order or in the Bonds to the contrary notwithstanding.

(b) The provisions of the preceding paragraph are subject to the condition that if, after the Principal of any of the Bonds has been so declared to be due and payable, and before any judgment or decree for the payment of the money due has been obtained or entered as hereinafter provided, the Town causes to be deposited with the Trustee a sum sufficient to pay all matured installments of the Principal of and Interest on all Bonds which will have become due otherwise than by reason of such declaration (with interest on such overdue installments of Interest, at the rate per annum borne by the respective Bonds) and such amount as is sufficient to cover reasonable compensation and reimbursement of expenses payable to the Trustee, and all Events of Default hereunder other than nonpayment of the Principal of the Bonds which have become due by such declaration have been remedied, then, in every such case, such Event of Default will be deemed waived and such declaration and its consequences rescinded and annulled, and the Trustee will promptly give written notice of such waiver, rescission or annulment to the Town and will give notice thereof by Mail to all Owners; but no such waiver, rescission and annulment will extend to or affect any subsequent Event of Default or impair any right or remedy consequent thereon.

(c) On the occurrence and continuance of any Event of Default, the Trustee in its discretion may, and on the written direction of the Owners of not less than a majority in principal amount of the Bonds and receipt of indemnity to its satisfaction, must, in its own name and as the trustee of an express trust:

(1) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Owners, and require the Town to carry out any agreements with or for the benefit of the Owners and to perform its duties under this Bond Order; and

(2) take whatever action at law or in equity may appear necessary or desirable to enforce its rights against the Town.

(d) On the occurrence and continuance of any Event of Default, the Trustee may, or if required by Owners of not less than a majority in aggregate Principal amount of the Bonds or the provisions of Section 8.05, must, take possession of the Revenue Fund and any money therein and administer the application thereof. If the Trustee does so, it may disburse money in the Revenue Fund in such manner as it may determine, notwithstanding the provisions of Sections 7.03 and 7.04:

No right or remedy is intended to be exclusive of any other rights or remedies, but each and every such right or remedy will be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or by statute. If any Event of Default has occurred and if requested by the Owners of at least a majority in aggregate principal amount of Bonds and indemnified as herein provided, the Trustee will be obligated to exercise such one or more of the rights and powers conferred by this Section as the Trustee, being advised by counsel, deems most expedient in the interests of the Owners.

When the Trustee incurs costs or expenses (including legal fees, costs and expenses) or renders services after the occurrence of an Event of Default, such costs and expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

Section 8.03 Priority of Payments After Default.

(a) If, on the happening and continuance of any Event of Default, the funds held by the Trustee are insufficient for the payment of the Principal or Redemption Price then due of and Interest then due on the Bonds, such funds (other than funds held for the payment of particular Bonds which have theretofore become due at maturity or by redemption) and any other amounts received or collected by the Trustee acting pursuant to this Bond Order, after making provision for the payment of any expenses necessary in the opinion of the Trustee to protect the interest of the Owners and for the payment of the charges and expenses and liabilities incurred and advances made by the Trustee in the performance of its duties under this Bond Order, will be applied, subject to Section 8.11, as follows:

(1) Unless the Principal of all of the Bonds has become or has been declared due and payable:

FIRST: To the payment to the Persons entitled thereto of all installments of Interest then due in the order of the maturity of such installments, and, if the amounts available are not sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or preference;

SECOND: To the payment to the Persons entitled thereto of the unpaid Principal or Redemption Price of any Bonds which have become due and, if the amounts available are not sufficient to pay in full all the Bonds due, then to the payment thereof ratably, according to the amounts of Principal or Redemption Price due on such date, to the Persons entitled thereto, without any discrimination or preference; and

THIRD: To be held for the payment to the Persons entitled thereto, as the same become due, of the Principal or Redemption Price of and Interest on the Bonds which thereafter become due and, if the amounts available are not sufficient to pay in full all the Bonds due on any date, together with such Interest, payment will be made ratably according to the amount of Principal due on such date to the Persons entitled thereto, without any discrimination or preference.

(2) If the Principal of all of the Bonds has become or has been declared due and payable, to the payment of the Principal and Interest then due and unpaid on the Bonds without preference or priority of Principal over Interest or of Interest over Principal, or of any installment of Interest over any other installment of Interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for Principal and Interest, to the Persons entitled thereto without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds.

(b) Whenever money is to be applied by the Trustee pursuant to the provisions of this Section, such money will be applied by the Trustee at such times, and from time to time, as the Trustee in its sole discretion determines, having due regard to the amount of money available for such application and the likelihood of additional money becoming available for such application in the future. The setting aside of such money in trust for the proper purpose, will constitute proper application by the Trustee, and the Trustee will incur no liability whatsoever to the Town, to any Owner or to any other Person for any delay in applying such money, so long as the Trustee acts with reasonable diligence, having due regard for the circumstances, and ultimately applies the same in accordance with such provisions of this Bond Order. Whenever the Trustee will exercise discretion in applying such money, it will fix the date (which must be an Interest Payment Date unless the Trustee deems another date more suitable) on which such application is to be made.

Section 8.04 Termination of Proceedings. If any proceedings taken by the Trustee on account of any Event of Default have been discontinued or abandoned for any reason, the Town, the Trustee and the Owners will be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers, and duties of the Trustee will continue as though no such proceeding had been taken.

Section 8.05 Owners' Right to Direct Proceedings. Anything in this Bond Order to the contrary notwithstanding, the Owners of a majority in aggregate Principal amount of the Bonds Outstanding will have the right, at any time, to the extent permitted by law, by instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Bond Order, or for the appointment of a receiver, and any other proceedings hereunder; provided that such direction may not be otherwise than in accordance with the provisions of this Bond Order. The Trustee will not be required to act on any direction given to it pursuant to this Section until the indemnity described in Section 10.02 is furnished to it by such Owners. The Holders of a majority of the aggregate Principal amount of the Bonds may waive any default which shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of this Bond Order or before the completion of the enforcement of any other remedy under this Bond Order, but no such waiver shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon.

Section 8.06 Limitation on Rights of Owners.

(a) No Owner will have any right to institute any suit, action, mandamus or other proceeding in equity or at law hereunder, for the protection or enforcement of any right under this Bond Order unless such Owner has given to the Trustee written notice of the Event of Default or breach of duty on account of which such suit, action or proceeding is to be taken, and unless the Owners of not less than 25% in principal amount of the Bonds have made written request of the Trustee after the right to exercise such powers or right of action, as the case may be, has accrued, and has afforded the Trustee a reasonable opportunity either to proceed to exercise the powers herein granted or granted under the law or to institute such action, suit or proceeding in its name and unless, also, there has been offered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee has refused or neglected to comply with such request within a reasonable time. Such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers under this Bond Order or for any other remedy hereunder or by law. It is understood and intended that no one or more Owners will have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Bond Order, or to enforce any right hereunder or under law with respect to the Bonds or this Bond Order, except in the manner herein provided, and that all proceedings at law or in equity must be instituted, had and maintained in the manner herein provided and for the benefit of all Owners. Nothing contained in this Article will affect or impair the right of any Owner to enforce the payment of the Principal of and Interest on its Bonds at the time and place expressed in such Bond.

(b) Each Owner by its acceptance of a Bond will be deemed to have agreed that any court in its discretion may require, in any suit for the enforcement of any right or remedy under this Bond Order or any Series Resolution or in any suit against the Trustee for any action taken or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the reasonable costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable pre-trial, trial and appellate attorneys' fees, against any party litigant in any such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant. The provisions of this paragraph will not apply to any suit instituted by the Trustee, to any suit instituted by Owners of at least 25% in principal

amount of the Bonds, or to any suit instituted by any Owner for the enforcement of the payment of any Bond on or after the respective due date thereof expressed in such Bond.

Section 8.07 Possession of Bonds by Trustee Not Required. All rights of action under this Bond Order or under any of the Bonds enforceable by the Trustee may be enforced by it without the possession of any of the Bonds or the production thereof at the trial or other proceeding relative thereto, and any such suit, action or proceeding instituted by the Trustee will be brought in its name for the benefit of all the Owners of such Bonds, subject to the provisions of this Bond Order.

Section 8.08 Remedies Not Exclusive. No remedy herein conferred on or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative and will be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 8.09 No Waiver of Default. No delay or omission of the Trustee or of any Owner to exercise any right or power will be construed to be a waiver of any such default or any acquiescence therein and every power and remedy given by this Bond Order to the Trustee and any Owner, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 8.10 Notice of Event of Default. The Trustee will give to the LGC and to the Owners notice of each Event of Default hereunder known to the Trustee within 90 days after actual knowledge of the occurrence thereof, unless such Event of Default has been remedied or cured before the giving of such notice; provided that, in the case of default in the payment of the Principal or Redemption Price of or Interest on any of the Bonds, or in the making of any payment required to be made into the Debt Service Fund, notice will be given immediately after its occurrence. Each such notice of an Event of Default will be given by the Trustee by mailing written notice thereof (1) to all Owners appearing on the registration books maintained by the Registrar; and (2) to such other Persons as is required by law.

Section 8.11 Subordination of Claims for Interest. No claim for Interest appertaining to any of the Bonds which in any way at or after maturity has been transferred or pledged separate and apart from the Bond to which it appertains will, unless accompanied by such Bond, be entitled, in case of an Event of Default hereunder, to any benefit by or from this Bond Order, except after the prior payment in full of the Principal of all of the Bonds then due and of all claims for Interest then due not so transferred or pledged.

[END OF ARTICLE VIII]

ARTICLE IX

CONCERNING THE TRUSTEE, THE PAYING AGENT AND THE AUTHENTICATING AGENT

Section 9.01 The Trustee. The Town hereby appoints U.S. Bank Trust Company, National Association, as Trustee for the Bonds issued under this Bond Order. The Trustee shall hold in trust, for the benefit of the Owners, all property conveyed or delivered to it under this Bond Order and all Funds and Accounts and the moneys or Qualified Investments held therein. The Trustee shall be capable of exercising trust powers in the State, and have a combined capital (exclusive of borrowed capital) and surplus of at least $100,000,000, and be subject to supervision or examination by a federal or state banking authority with jurisdiction over it. Any organization or entity into which the Trustee may be merged or converted or with which it may be consolidated, or any organization or entity resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any organization or entity succeeding to all or substantially all of the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, provided such organization or entity shall be otherwise qualified and eligible under this Article IX, without the execution or filing of any paper or any further act on the part of any of the parties hereto.

Section 9.02 Responsibility of the Trustee. The statements of fact contained herein and in the Bonds will be taken as the statements of the Town and the Trustee does not assume any responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Bond Order or of any Bonds or coupons issued hereunder or in respect of the security afforded hereby, and the Trustee will not incur any responsibility in respect thereof. The Trustee is responsible only for the duties set forth in this Bond Order and no implied covenants or obligations shall be read into this Bond Order against the Trustee. No permissive right granted to the Trustee in this Bond Order is to be construed as a duty. The Trustee will not be under any responsibility or duty with respect to the issuance of the Bonds for value or the application of the proceeds thereof or the application of any money paid to the Town. The Trustee will not be under any obligation or duty to perform any act other than an acceleration of the Bonds under Section 8.02(a) which would involve it in expense or liability or to institute or defend any suit in respect hereof, or to advance any of its own money, unless properly compensated. The Trustee will not be liable in connection with the performance of its duties hereunder except for its own negligence or willful misconduct. The Trustee has no duty or responsibility to examine or review, and has no liability for, the contents of any documents submitted to an Owner in the nature of a preliminary or final placement memorandum, official statement or similar disclosure document and shall have no responsibility for compliance with any state or federal securities laws. The Trustee is not liable for any debts contracted or for damages to Persons or to property injured or damaged, or for salaries or nonfulfillment of contracts, relating to the System, but the foregoing is not intended to affect the responsibilities of the Trustee under Sections 8.06 or 9.02.

The Trustee shall have no duty to review or analyze any financial statements delivered to it pursuant to this Bond Order or to verify the accuracy thereof and shall hold such financial statements solely as a repository for the benefit of the Owners; the Trustee shall not be deemed to have notice of any information contained therein or event of default which may be disclosed therein in any manner. The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, custodians or receivers appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed. The Trustee shall not be accountable for the use or application by the Town of any of the Bonds or the proceeds thereof or for the use or application of any money paid over by the Trustee in accordance with the provisions of this Bond Order. None of the provisions of this Bond Order shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance

of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it. The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligation under this Bond Order arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Trustee shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

Section 9.03 Evidence on Which Trustee May Act. The Trustee may conclusively rely upon and will be fully protected in acting on any notice, resolution, request, consent, order, certificate, report, opinion, bond or other paper or document reasonably believed by it to be genuine, and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, who may be counsel to the Town, and the opinion of such counsel will be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith. Whenever the Trustee deems it necessary or desirable that a matter be proved or established before taking or suffering any action hereunder, including payment of money out of any Fund or Account, such matter (unless other evidence in respect thereof is specifically prescribed herein) may be deemed to be conclusively proved and established by a Certificate signed by an Town Representative, and such Certificate will be full warrant for any action taken or suffered in good faith thereon, but in its sole discretion the Trustee may in lieu thereon accept other evidence of such fact or matter or may require such further or additional evidence as to it may seem reasonable. Neither the Trustee nor any successor Trustee will be liable to the Town, the Owners of any of the Bonds or any other Person for any act or omission done or omitted to be done by the Trustee in reliance on any instruction, direction or certification received by the Trustee pursuant to this Bond Order or for any act or omission done or omitted in good faith and without willful or reckless misconduct. Except as otherwise expressly provided herein, any request, order, notice or other direction required or permitted to be furnished pursuant to any provision hereof by the Town to the Trustee will be sufficiently executed if executed in the name of the Town by an Town Representative.

Section 9.04 Compensation; Indemnification. The Town will pay to the Trustee from time to time reasonable compensation for all services rendered under this Bond Order, and also all reasonable expenses, charges, counsel fees, costs and expenses and other disbursements, including those of its attorneys, agents and employees, incurred in and about the performance of its powers and duties under this Bond Order, and, except as otherwise provided in a Series Resolution, the Trustee will have a lien therefor on any and all Funds at any time held by it under this Bond Order. To the extent permitted by State law, the Town further agrees to indemnify and save the Trustee harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder, and which are not due to its negligence or willful misconduct.

The indemnifications provided to the Trustee herein shall survive the termination of this Bond Order or the sooner resignation or removal of the Trustee.

Section 9.05 Permitted Acts and Functions. The Trustee may become the Owner of any Bonds, with the same rights it would have if it were not the Trustee. The Trustee may act as depository for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Bond Order, whether or not any such committee represents

the Owners of a majority in principal amount of the Bonds Outstanding. The Trustee may be an underwriter in connection with the sale of the Bonds or of any other securities offered or issued by the Town.

Section 9.06 Resignation of Trustee. The Trustee may at any time resign and be discharged of the duties and obligations created by this Bond Order by giving not less than 60 days' written notice to the Town and such resignation will take effect on the appointment of a successor Trustee as provided in Section 9.08.

Section 9.07 Removal of Trustee.

(a) The Trustee shall be removed by the Town if at any time so requested by an instrument or concurrent instruments in writing, filed with the Trustee and the Town and signed by the Owners of a majority in aggregate Principal amount of the Bonds Outstanding or their duly authorized attorney, excluding any Bonds held by or for the account of the Town.

(b) The Town may remove the Trustee at any time, except during the existence of an Event of Default, for such cause as is determined in its sole discretion, by filing with the Trustee an instrument signed by a Town Representative.

(c) The Trustee will automatically be deemed removed if it becomes incapable of acting, or is adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the Trustee or of its property is appointed, or if any public officer takes charge or control of the Trustee or of its property or affairs.

No removal of the Trustee pursuant to this Section will be effective until the appointment of a successor Trustee as provided in Section 9.08.

Section 9.08 Appointment of Successor Trustee.

(a) If the Trustee resigns or is removed, the Town covenants and agrees that it will then appoint a successor Trustee.

(b) If no appointment of a successor Trustee is made pursuant to subsection (a) of this Section within 45 days after (1) the Trustee has given to the Town written notice as provided in Section 9.06, (2) the Trustee has been removed as provided in subsection (a) or (b) of Section 9.07 or (3) the events described in subsection (c) of Section 9.07 have occurred, the Trustee or the Owner of any Bond may apply to any court of competent jurisdiction to appoint a successor Trustee.

(c) Any successor Trustee appointed under the provisions of this Section must be a trust company, bank or national banking association having the powers of a trust company within or outside the State, having capital, surplus and undivided profits aggregating at least $100,000,000 if there be such a trust company, bank or national banking association willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed on it by this Bond Order.

Section 9.09 Transfer of Rights and Property to Successor Trustee. Any successor Trustee appointed under this Bond Order will execute, acknowledge and deliver to its predecessor Trustee, and also to the Town, an instrument accepting such appointment, and such successor Trustee, without any further act, deed or conveyance, will then become fully vested with all money, estates, properties, rights, powers, duties and obligations of such predecessor Trustee, with like effect as if originally named as Trustee. The Trustee ceasing to act will nevertheless, on the written request of the Town or of its

successor Trustee, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting in and confirming to such successor Trustee all the right, title and interest of the predecessor Trustee in and to any property held by it under this Bond Order, and will pay over, assign and deliver to its successor Trustee. Should any deed, conveyance or instrument in writing from the Town be required by such successor Trustee for more fully and certainly vesting in and confirming to such successor Trustee any such estates, rights, powers and duties, any and all such deeds, conveyances and instruments in writing will, on request, and so far as may be authorized by law, be executed, acknowledged and delivered by the Town. On the effectiveness of the resignation or removal of the Trustee, such Trustee's authority to act pursuant to this Bond Order will terminate and such Trustee will have no further responsibility or liability whatsoever for performance of this Bond Order as Trustee.

Section 9.10 Merger or Consolidation. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it is a party or any company to which the Trustee sells or transfers all or substantially all of its corporate trust business, provided such company is a trust company or bank which is qualified to be a successor to the Trustee under Section 9.08 and is authorized by law to perform all the duties imposed on it by this Bond Order, will be the successor to the Trustee without the execution or filing of any paper or the performance of any further act, anything herein to the contrary notwithstanding.

Section 9.11 Appointment of Paying Agent. Unless a different or additional Paying Agent is appointed in a Series Resolution with respect to a Series of Bonds, the Trustee will serve as Paying Agent for the Bonds. Any Paying Agent other than the Trustee will designate its principal office to the Town and the Trustee and signify its acceptance of the duties and obligations imposed upon it hereunder by a written instrument of acceptance delivered to the Trustee and the Town. The Town will cooperate with the Trustee and any Paying Agent to cause the necessary arrangements to be made and to be thereafter continued whereby funds derived from the sources specified herein will be made available to the Paying Agent for the payment when due of the Bonds. Any organization or entity into which the Paying Agent may be merged or converted or with which it may be consolidated, or any organization or entity resulting from any merger, conversion or consolidation to which the Paying Agent shall be a party, or any organization or entity succeeding to all or substantially all of the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, provided such organization or entity shall be otherwise qualified and eligible under this Article IX, without the execution or filing of any paper or any further act on the part of any of the parties hereto.

Section 9.12 Qualifications of Paying Agent; Resignation; Removal. Any Paying Agent other than the Trustee must be a commercial bank or trust company, duly organized under the laws of the United States of America or any state or territory thereof, having at the time of appointment a combined capital stock, surplus and undivided profits of at least $100,000,000 and authorized by law to perform all the duties imposed on it by this Bond Order. Any Paying Agent may at any time resign and be discharged of the duties and obligations created by this Bond Order by giving at least 60 days' notice to the Town and the Trustee. Any Paying Agent may be removed at any time at the direction of the Town, by an instrument signed by the Town and filed with the Paying Agent and the Trustee. Any Paying Agent will automatically be deemed removed if it is dissolved or its property or affairs are taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency.

The resignation or removal of any Paying Agent will take effect on the date specified in such instrument or notice unless a successor Paying Agent has been appointed before such date. In the event of the resignation or removal of any Paying Agent, such Paying Agent will pay over, assign and deliver any money held by it in such capacity to its successor or, if there is no successor, to the Trustee.

On the resignation or removal of the Paying Agent, the Town may appoint a successor Paying Agent, or, if the Town fails to appoint a successor Paying Agent, the Trustee may appoint a successor Paying Agent. The Trustee will be the Paying Agent for any Series of Bonds with respect to which no Paying Agent is serving in such capacity. The Town and the Trustee will incur no liability as a result of any appointment or failure to appoint any Paying Agent except for the appointment of a Paying Agent which does not conform to the requirements of this Section.

Section 9.13 Appointment of Registrar. The Trustee may, with the consent of the Town, appoint one or more Registrars to perform any of the obligations and duties of the Trustee hereunder by a written instrument executed by the Registrar and the Trustee under which such Registrar will signify its acceptance of the duties and obligations imposed on it by this Bond Order and any additional duties or obligations imposed on it by agreement.

Section 9.14 Several Capacities. Anything in this Bond Order to the contrary notwithstanding, the same entity may serve hereunder as the Trustee, the Paying Agent and the Registrar.

Section 9.15 Appointment of Co-Trustee. In case of litigation under this Bond Order or the enforcement hereof on an Event of Default, or if the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee or hold title to the properties, in trust, as herein granted, or take any other action which may be desirable or necessary in connection therewith, the Trustee may appoint an additional individual or institution as a separate or Co-Trustee, in which event each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Bond Order to be exercised by or vested in or conveyed to the Trustee with respect thereto will be exercisable by and vest in such separate or Co-Trustee, but only to the extent necessary to enable such separate or Co-Trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or Co-Trustee will run to and be enforceable by either of them.

Should any conveyance or instrument in writing from the Town be required by the separate or Co-Trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to it such properties, right, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing will, on request, be executed, acknowledged and delivered by the Town. In case any separate or Co-Trustee, or a successor to either, dies, becomes incapable of acting, resigns or is removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate or Co-Trustee, so far as permitted by law, will vest in and be exercised by the Trustee until the appointment of a new Trustee or successor to such separate or Co-Trustee.

Section 9.16 Authenticating Agent. There may be an Authenticating Agent appointed by the Trustee with power to act on its behalf and subject to its direction in the authentication and delivery of the Bonds in connection with transfers and exchanges and the other provisions hereof relating to authentication of Bonds hereunder and under one or more Series Resolutions, as fully to all intents and purposes as though the Authenticating Agent had been expressly authorized herein and therein to authenticate and deliver Bonds. For all purposes of this Bond Order, the authentication and delivery of Bonds by the Authenticating Agent pursuant to this Section shall be deemed to be the authentication and delivery of Bonds "by the Trustee." Such Authenticating Agent shall at all times be a bank or trust company organized and doing business under the laws of the United States or of any state with a combined capital and surplus of at least $100,000,000 and authorized under such laws to exercise corporate trust powers and subject to supervision or examination by federal or state authority. If such corporation publishes reports of condition at least annually pursuant to law or the requirements of such authority, then for the purposes of this Section the combined capital and surplus of such corporation shall

be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

Any corporation into which any Authenticating Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, consolidation or conversion to which any Authenticating Agent shall be a party, or any corporation succeeding to the corporate trust business of any Authenticating Agent, shall be the successor of the Authenticating Agent hereunder, if such successor corporation is otherwise eligible under this Section, without the execution or filing of any further act on the part of the parties hereto or the Authenticating Agent or such successor corporation.

Any Authenticating Agent may at any time resign by giving written notice of resignation to the Trustee and the Town. The Trustee may at any time terminate the agency of any Authenticating Agent by giving written notice of termination to such Authenticating Agent and the Issuer. Unless otherwise specific in a Series Resolution, the Trustee shall initially be the Authenticating Agent for Bonds issued under this Bond Order.

[END OF ARTICLE IX]

ARTICLE X

SUPPLEMENTAL RESOLUTIONS

Section 10.01 Supplemental Bond Orders – Without Consent of Holders. For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution of the Town may be executed and delivered, which, on the filing with the Trustee of a copy thereof certified by a Town Representative, will be fully effective in accordance with its terms:

(a) to grant to or confer upon the Holders any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Holders, or

(b) to add to the conditions, limitations and restrictions on the issuance of Bonds under the provisions of this Bond Order other conditions, limitations and restrictions thereafter to be observed, or

(c) to add to the covenants and agreements of the Town in this Bond Order other covenants and agreements thereafter to be observed by the Town or to surrender any right or power herein reserved to or conferred upon the Town, or

(d) to surrender any right, power or privilege reserved to or conferred on the Town by the terms of this Bond Order, but only if the surrender of such right, power or privilege is not contrary to or inconsistent with the covenants and agreements of the Town contained in this Bond Order, or

(e) to confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, this Bond Order of the Net Revenues, or

(f) to modify any of the provisions of this Bond Order in any respect whatsoever, but only if (1) such modification will be, and be expressed to be, effective only after all Bonds Outstanding at the date of the adoption of such Supplemental Resolution cease to be Outstanding and (2) such Supplemental Resolution will be specifically referred to in the text of all Bonds delivered after the date of the adoption of such Supplemental Resolution and of Bonds issued in exchange therefor or in place thereof,

(g) to provide for the delivery of a Qualified Reserve Fund Substitute, if any;

(h) to add any Enterprise to the definition of the System, to the extent permitted by Section 7.10 or to delete any Enterprise from the definition of the System to the extent permitted by Section 7.09; and

(i) in the form of a Series Resolution, to provide for the issuance of Bonds as permitted hereunder.

provided that any changes do not, in the opinion of Bond Counsel, adversely affect the interests of the Owners of the Bonds.

Section 10.02 Supplemental Resolutions Effective On Consent of Trustee.

(a) For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution may be executed and delivered, which, on (1) the filing with the Trustee of a

copy thereof certified by a Town Representative, and (2) the filing with the Trustee and the Town of an instrument in writing, made by the Trustee consenting thereto, will be fully effective in accordance with its terms:

(1) to cure any ambiguity, supply any omission or cure or correct any defect or inconsistent provision in this Bond Order;

(2) to insert such provisions clarifying matters or questions arising under this Bond Order as are necessary or desirable and are not contrary to or inconsistent with this Bond Order as theretofore in effect; or

(3) to effectuate such changes herein which do not adversely affect the interests of the Owners.

(b) Any such Supplemental Resolution may also contain one or more of the purposes specified in Section 9.01 and, in that event, the consent of the Trustee required by this Section will be applicable only to those provisions of such Supplemental Resolution as contain one or more of the purposes set forth in subsection (a) of this Section.

(c) For any Supplemental Resolution executed and delivered under this Section, the Trustee must receive an opinion of Bond Counsel stating that changes contained therein do not adversely affect the interests of the Owners of the Bonds.

Section 10.03 Supplemental Resolutions Effective On Consent of Owners. Exclusive of Supplemental Resolutions covered by Sections 10.01 and 10.02, the written consent of the Owners of not less than a majority in aggregate Principal amount of the Bonds Outstanding will be required for the adoption by the Town and written acceptance by the Trustee of any resolution supplemental hereto; provided, however, that without the consent of the Owners of all the Bonds Outstanding nothing herein contained will permit, or be construed as permitting:

(a) an extension of the maturity of the Principal of or the Interest on any Bond issued hereunder without the consent of the Holder of such Bond;

(b) a reduction in the principal amount of any Bond or the redemption premium or the rate of interest thereon without the consent of the Holder of such Bond;

(c) the creation of a lien upon or a pledge of Revenues or Net Revenues other than the lien and pledge created by this Bond Order without the consent of the Holders of all Bonds outstanding;

(d) a preference or priority of any Bond over any other Bond without the consent of the Holders of all Bonds outstanding; or

(e) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental order without the consent of the Holders of all Bonds outstanding.

Section 10.04 Obtaining Consent of Holders. If at any time the Town requests the Trustee to consent to a Supplemental Resolution for any of the purposes of Section 9.03, the Trustee will, on being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such Supplemental Resolution to be given to the Owners. Such notice will briefly set forth the nature of the proposed Supplemental Resolution and will state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all Owners. If, within 60 days (or such longer period

prescribed by the Town) following the giving of such notice, the Owners of not less than a majority in aggregate Principal amount of the Bonds Outstanding (and in the case of Supplemental Resolutions involving (b) through (e) above, the Owners of all of the Bonds Outstanding) at the time of the adoption of any such Supplemental Resolution have consented to and approved the adoption thereof as herein provided, no Owner will have any right to object to any of the terms and provisions contained therein, or in the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Town from executing the same or from taking any action pursuant to the provisions thereof.

Whenever, at any time within one year after the date of the first mailing of such notice, the Town shall deliver to the Trustee an instrument or instruments in writing purporting to be executed by the Holders of not less than a majority in aggregate principal amount of the Bonds then outstanding, which instrument or instruments shall refer to the proposed supplemental order described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the Governing Body may adopt such supplemental order in substantially such form, without liability or responsibility to any Holder of any Bond, whether or not such Holder shall have consented thereto.

If the Holders of not less than a majority in aggregate principal amount of the Bonds outstanding at the time of the adoption of such supplemental order shall have consented to and approved the adoption thereof as herein provided, no Holder of any Bond shall have any right to object to the adoption of such supplemental order, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Governing Body from adopting the same or from taking any action pursuant to the provisions thereof.

Upon the adoption of any supplemental order pursuant to the provisions of this Section, this Bond Order shall be and be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Bond Order of the Town, the Bond Registrar and all Holders of Bonds then outstanding shall thereafter be determined, exercised and enforced in all respects under the provisions of this Bond Order as so modified and amended.

Notwithstanding anything in this Bond Order or a Series Resolution to the contrary, (1) any initial purchaser, underwriter or remarketing agent holding any Series of Bonds may, regardless of its intent to sell or distribute such Bonds in the future, consent as the Owner of such Bonds to any amendment or supplemental order or resolution as required or permitted by this Article, including any amendment or supplemental order or resolution that adversely affects the interests of other Owners, and (2) any such initial purchaser, underwriter or remarketing agent providing its consent under this Section is not entitled to receive, nor is the Town required to provide, any prior notice or other documentation regarding such amendment or supplemental order or resolution.

Section 10.05 General Provisions.

(a) As a condition to the effectiveness of any Supplemental Resolution, an opinion of Bond Counsel must be delivered to the Trustee stating that such Supplemental Resolution has been duly and lawfully adopted in accordance with the provisions of this Bond Order, is authorized or permitted by this Bond Order, is valid and binding on the Town, and does not adversely affect the tax treatment of Interest on any Bonds issued as tax-exempt.

(b) The Trustee is hereby authorized to accept the delivery of a certified copy of any Supplemental Resolution referred to and permitted or authorized by Section 10.01, 10.02 or 10.03 and to make all further agreements and stipulations which may be therein contained.

(c) No Supplemental Resolution will change or modify any of the rights or obligations of the Trustee without its written consent thereto.

(d) Nothing contained in this Article will affect or limit the right or obligations of the Town to adopt, make, do, execute, acknowledge or deliver any resolution, act or other instrument pursuant to the provisions of Section 7.07 or the right or obligation of the Town to execute and deliver to the Trustee any instrument which is to be delivered to the Trustee pursuant to this Bond Order.

(e) Nothing contained in this Article will affect or limit the right of the Town to adopt Series Resolutions in connection with the issuance of additional Series of Bonds. Any Series Resolution may be amended or supplemented as provided therein.

(f) No Supplemental Resolution may affect the provisions regarding the LGC under this Bond Order without the consent of the LGC or a person designated by the LGC to execute such a consent.

(g) The Town shall deliver to the LGC a copy of any Supplemental Resolution adopted pursuant to this Article.

Section 10.06 Exclusion of Bonds. Bonds owned or held by or for the account of the Town will not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Article, and the Town will not be entitled with respect to such Bonds to give any consent or to take any other action provided for in this Article. At the time of any consent or other action taken under this Article, the Town will furnish to the Trustee a Certificate of a Town Representative, on which the Trustee may rely, describing all Bonds so to be excluded.

Section 10.07 Notation on Bonds. Bonds delivered after the effective date of any action taken as provided in this Article may, and if the Trustee so determines will, bear a notation, by endorsement or otherwise, in a form approved by the Town and the Trustee, as to such action. On any transfer or exchange of any Bond Outstanding at such effective date or on demand of the Owner of any Bond Outstanding at such effective date and presentation of such Bond, the Trustee will make suitable notation as to such action on such Bond or on any Bond issued on any such transfer or exchange. If the Town or the Trustee will so determine, new Bonds modified to conform to such action in the opinion of the Trustee and the Town will be prepared, executed and delivered, and on demand of any Owner will be exchanged, without cost to such Owner, on surrender of such Outstanding Bond.

Section 10.08 Unanimous Consent of Holders. Notwithstanding anything contained in the foregoing provisions of this Article, the terms and provisions of this Bond Order or any order supplemental hereto and the rights and obligations of the Town and of the Holders of the Bonds may be modified or amended in any respect upon the adoption by the Governing Body of an order to that effect, approved by the Bond Registrar, and the filing with the Governing Body of the written consent of the LGC, if required, and the Holders of all the Bonds.

[END OF ARTICLE X]

ARTICLE XI

DISCHARGE AND DEFEASANCE

Section 11.01 Discharge and Defeasance. If the Town pays or causes to be paid or is deemed to have paid to the Owner of any Bond the Principal of and Interest due and payable, and thereafter to become due and payable on such Bond, or any portion of such Bond in any integral multiple of the Authorized Denomination thereof, such Bond or portion thereof will cease to be entitled to any lien, benefit or security under this Bond Order. If the Town pays or causes to be paid the Principal of, premium, if any, and Interest due and payable on all Outstanding Bonds, pays or causes to be paid all other sums payable by the Town, including all fees, expenses and other amounts payable to the Trustee and any Paying Agent and all amounts owing to the provider of a Qualified Reserve Fund Substitute, if any, then the right, title and interest of the Trustee in and to the Net Revenues will thereupon cease, terminate and become void.

Any Bond will be deemed to be paid within the meaning of this Article and for all purposes of this Bond Order when (a) payment of the Principal of such Bond plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided herein) either (i) has been made or caused to be made in accordance with the terms thereof, or (ii) has been provided for by irrevocably depositing with the Trustee in trust and irrevocably set aside exclusively for such payment, (1) money, sufficient to make such payment or (2) non-callable Federal Securities maturing as to principal and interest in such amount and at such time as will insure the availability of sufficient money to make such payment, (b) all necessary and proper fees, compensation and expenses of the Trustee and any Paying Agent pertaining to the Bonds with respect to which such deposit is made have been paid or the payment thereof provided for to the satisfaction of the Trustee, (c) an accountant provides verification that the money or Federal Securities deposited with the Trustee will be sufficient to pay when due the Principal, premium, if any, and Interest due and to become due on such Bonds on and before the Redemption Date or maturity date thereof, and (d) Bond Counsel delivers an opinion that such deposit of money or Federal Securities will not adversely affect the tax treatment for federal income tax purposes of Interest on any Bonds issued as tax-exempt. At such times as a Bond is deemed to be paid hereunder, as aforesaid, such Bond will no longer be secured by or entitled to the benefits of this Bond Order, except for the purposes of any such payment from such money or Federal Securities.

Notwithstanding the foregoing paragraph, no deposit under clause (a)(ii) of the immediately preceding paragraph will be deemed a payment of such Bonds as aforesaid until (a) proper notice of redemption of such Bonds has been previously given in accordance with the applicable Series Resolution, or if such Bonds are not to be redeemed within the next 35 days, until the Town has given the Trustee, in form satisfactory to the Trustee, irrevocable instructions to notify, as soon as practicable, the Owners of such Bonds in accordance with the applicable Series Resolution, that the deposit required by (a)(ii) above has been made with the Trustee and that such Bonds are deemed to have been paid in accordance with this Article and stating the maturity or Redemption Date on which money is to be available for the payment of the Principal of such Bonds plus Interest thereon to the due date thereof, or (b) the maturity of such Bonds.

[END OF ARTICLE XI]

ARTICLE XII

MISCELLANEOUS

Section 12.01 Evidence of Signature of Owners and Ownership of Bonds. Any request, consent or other instrument which this Bond Order may require or permit to be signed and executed by the Owners may be in one or more instruments of similar tenor, and will be signed or executed by such Owners in person or by their attorneys appointed in writing. Proof of the execution of any such instrument or of an instrument appointing any such attorney, or the ownership of Bonds will be sufficient (except as otherwise herein expressly provided) if made in the following manner, but the Trustee or the Trustee may nevertheless, in its discretion, require further or other proof in cases where it deems the same desirable:

(a) The fact and date of the execution by any Owner or its attorney of such instrument may be proved by the bond of any officer authorized to take acknowledgments in the jurisdiction in which he or she purports to act that the person signing such request or other instrument acknowledged to him or her the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before a notary public.

(b) The ownership of the Bonds will be proved by the registration books kept under Section 2.06.

Any request or consent of the registered Owner of any Bond will bind all future Owners of such Bond in respect of any thing done or suffered to be done by the Town or the Trustee in accordance therewith.

Section 12.02 Parties Interested Herein. Nothing in this Bond Order expressed or implied is intended or will be construed to confer on, or to give to any Person other than the Town, the Trustee and the Owners, any right, remedy or claim under or by reason of this Bond Order or any covenant, condition or stipulation hereof; and all the covenants, stipulations, promises and agreements in this Bond Order contained by and on behalf of the Town or the Trustee will be for the sole and exclusive benefit of the Town, the Trustee and the Owners..

Section 12.03 Titles, Headings, Captions, Etc. The titles, captions and headings of the articles, sections and subdivisions of this Bond Order have been inserted for convenience of reference only and will in no way modify or restrict any of the terms or provisions hereof.

Section 12.04 Severability. If any provision of this Bond Order is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof. If any one or more of the provisions provided in this Bond Order is construed to be invalid or unenforceable, the parties hereto shall, in the alternative, agree to replace such provision with a lawful provision which most nearly approximates the provision held to be invalid or unenforceable.

Section 12.05 Governing Law. This Bond Order is governed by and to be construed in accordance with the laws of the State.

Section 12.06 Notices. All notices, certificates or other communications will be sufficiently given and will be deemed given when delivered or mailed by certified or registered mail, postage prepaid, as follows: if to the Town, to Town of Clayton, North Carolina, Post Office Box 897, Clayton, NC 27528, Attention: Finance Officer; if to the Trustee, to U.S. Bank Trust Company, National Association, 5542 Centerview Drive, Suite 200, Raleigh, NC 27606, Attention: Corporate Trust Department; if any Series

of the Bonds are rated by Moody's, then to Moody's Investors Service, 250 Greenwich Street, 7 World Trade Center, New York, New York 10007; if any Series of the Bonds are rated by S&P, then to Standard & Poor's Ratings Service, a division of The McGraw-Hill Companies, 55 Water Street, 38th Floor, New York, New York 10041; and if any Series of the Bonds are rated by Fitch Ratings, then to Fitch, Inc., One State Street Plaza, New York, New York 10004. The Town and the Trustee, may, by written notice, designate any further or different addresses to which subsequent notices, certificates or other communications will be sent.

Unless otherwise specifically provided herein, the Trustee shall have the right to accept and act upon notices, certificates, consents, requests, waivers, requisitions, instructions and directions, including funds transfer and investment instructions (each for purposes of this paragraph, a "Notice"), under this Indenture sent by Electronic Means by the Town. As used in this paragraph, "Electronic Means" means a portable document format ("pdf") or other replicating image attached to an unsecured email, facsimile transmission, secure electronic transmission (containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee), or another method or system specified by the Trustee as available for use in connection with its services hereunder; provided, however, that the Town shall provide to the Trustee an incumbency certificate listing designated persons authorized to provide Notices by Electronic Means ("Authorized Officers"), which incumbency certificate shall include each Authorized Officer's name, title, sample signature, telephone number, facsimile number and email address from which such Notices will be sent and shall be amended whenever a person is to be added or deleted from the listing. The Town agrees that the Trustee cannot determine the identity of the actual sender of Notices delivered by Electronic Means and that the Trustee shall be deemed to have acted reasonably in believing the genuineness of a Notice received by Electronic Means if such Notice on its face appears to have been signed by, and sent from the email address of, an Authorized Officer, as listed on the incumbency certificate provided to the Trustee. The Town shall be responsible for ensuring that only its Authorized Officers use Electronic Means to deliver Notices to the Trustee, and the Town nd its Authorized Officers are responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and authentication keys provided by the Trustee, if any. The Trustee shall not be liable for any losses, costs, or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with Notices delivered by Electronic Means notwithstanding such Notices conflict or are inconsistent with a subsequent written Notice delivered by other means. If the Trustee accepts and acts upon a Notice delivered by Electronic Means in accordance with this paragraph, the Town agrees (i) to assume all risks arising out of the use of such Electronic Means to submit Notices to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Notices and the risk that a Notice is intercepted during transmission and misused by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Trustee and that there may be more secure methods of transmitting instructions than the use of Electronic Means; (iii) that the Trustee has no responsibility for the Town's security procedures in connection with its transmission of Notices and that such procedures, including the procedures set forth herein, provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) that it will notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures to the extent they may impact the use of Electronic Means to deliver Notices pursuant to this paragraph.

All notices, approvals, consents, certificates, requests and any communications to the Trustee hereunder must be in writing in English and must be in the form of a document that is signed manually or by way of an electronic signature (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other electronic signature provider acceptable to the Trustee). Electronic signatures believed by the Trustee to comply with the ESIGN ACT of 2000 or other applicable law shall be deemed original signatures for all purposes. If the Town chooses to use electronic signatures to sign documents delivered to the Trustee, the Town agrees to assume all risks

arising out of its use of electronic signatures, including without limitation the Trustee's good faith reliance on the genuineness of such signatures and the risk of interception or misuse by third parties. Notwithstanding the foregoing, the Trustee may in any instance and in its sole discretion require that an original document bearing a manual signature be delivered to the Trustee in lieu of, or in addition to, any document signed via electronic signature.

Section 12.07 Payments Due on Holidays. If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in this Bond Order, is not a Business Day, such payment may be made or act performed or right exercised on the next day that is a Business Day with the same force and effect as if done on the nominal date provided in this Bond Order.

Section 12.08 No Recourse Against Members, Officers or Employees of Town. No recourse under, or upon, any statement, obligation, covenant or agreement contained in this Bond Order, or in any Bond hereby secured, or in any document or certification whatsoever, or under any judgment obtained against the Town, or by the enforcement of any assessment, or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise or under any circumstances, shall be had against any member, officer or employee of the Town, either directly or through the Town for the payment for or to, the Town or any receiver of either of them, or for, or to, any Owner or otherwise, of any sum that may be due and unpaid upon any such Bond. Any and all personal liability of every nature, whether at common law or in equity or by statute or by constitution or otherwise, of any such member, officer or employee to respond by reason of any act or omission on his or her part or otherwise, for the payment for, or to, the Town or any receiver of either of them, or for, or to, any Owner, or otherwise, of any sum that may remain due and unpaid upon the Bonds hereby secured or any of them, is hereby expressly waived and released as an express condition of, and in consideration for, the adoption of this Bond Order and the issuance of the Bonds.

Section 12.09 Compliance With Conditions Precedent. On the date of issuance of any of the Bonds, all conditions, acts and things required by law or by this Bond Order to exist, to have happened or to have been performed precedent to or in the issuance of such Bonds exist, have happened and have been performed and such Bonds, together with all other indebtedness of the Town, are within every debt and other limit prescribed by law.

Section 12.10 Headings, Etc. Any headings preceding the texts hereof and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Bond Order, nor shall they affect its meaning, construction or effect.

Section 12.11 Officers' Authority. The officers and agents of the Town are hereby authorized and directed to do all the acts and things required of them by the Bonds and this Bond Order for the full, punctual and complete performance of all of the terms, covenants, provisions and agreements contained in the Bonds and this Bond Order.

Section 12.12 Inconsistent Matters. All orders and resolutions and parts thereof, which are in conflict or inconsistent with any provisions of this Bond Order are hereby repealed and declared to be inapplicable to the provisions of this Bond Order.

Section 12.13 Effective Date. This Bond Order is intended to amend and restate the Bond Order adopted by the Town Council on February 20, 2012, as supplemented by the First Supplemental Bond Order adopted by the Town Council on April 20, 2020, all of which authorize and secure Water and Sewer System revenue bonds of the Town (collectively, the "Existing Bond Order"). The amendments to the Existing Bond Order effected by this Bond Order are deemed to be a supplemental bond order under Article X of the Existing Bond Order. This Bond Order shall be deemed to take effect on the date of

receipt of the required consent of a majority of the Holders of the Bonds, as permitted in the Existing Bond Order. After the effective date of this Bond Order, any Series Resolution or other documents adopted before the effective date of this Bond Order that make reference to Sections, Articles or otherwise in the Existing Bond Order will be read to mean the corresponding provisions of this Bond Order as the context requires regardless of any particular reference.

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STATE OF NORTH CAROLINA)
)
TOWN OF CLAYTON)

ss:

I, Heidi Holland, Town Clerk of the Town of Clayton, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Amended and Restated Bond Order adopted by the Town Council of the Town of Clayton, North Carolina, at a meeting held on the __ day of November, 2022.

WITNESS my hand and the corporate seal of the Town of Clayton, North Carolina, this the _____ day of November, 2022.

(SEAL)

_____
Heidi Holland
Town Clerk
Town of Clayton, North Carolina

SERIES RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF WATER AND SEWER SYSTEM REVENUE BOND, SERIES 2022 OF THE TOWN OF CLAYTON, NORTH CAROLINA IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO $100,000,000

RESOLUTION #2022-86

WHEREAS, the Town of Clayton, North Carolina (the "Town") acting by and through its Town Council (the "Town Council"), is authorized by The State and Local Government Revenue Bond Act of North Carolina, NCGS Chapter 159, Article 5, to issue revenue bonds and notes (the "Act"); and

WHEREAS on November 21, 2022, the Town Council for the Town adopted an Amended and Restated Bond Order authorizing and securing water and sewer system revenue bonds of the Town (the "Bond Order"); and

WHEREAS, the Bond Order amends, restates and supplements a Bond Order of the Town originally adopted on February 20, 2012, as supplemented and amended by a First Supplemental Bond Order adopted on April 20, 2020 (collectively, the "Original Bond Order") entitled:

"**BOND ORDER OF THE TOWN OF CLAYTON, NORTH CAROLINA AUTHORIZING THE ISSUANCE OF WATER AND SEWER SYSTEM REVENUE BONDS TO PROVIDE FUNDS TO CONSTRUCT IMPROVEMENTS TO ITS WATER AND SEWER SYSTEM, INCLUDING CONSTRUCTION OF AN ELEVATED WATER STORAGE TANK; PROVIDING FOR THE ISSUANCE OF ADDITIONAL REVENUE BONDS FOR VARIOUS PURPOSES; PROVIDING FOR THE ISSUANCE OF REVENUE BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF REVENUE BONDS; PROVIDING FOR THE CREATION OF CERTAIN SPECIAL FUNDS; PLEDGING TO THE PAYMENT OF THE PRINCIPAL OF AND THE INTEREST ON THE REVENUE BONDS AND NOTES CERTAIN REVENUES OF THE WATER AND SEWER SYSTEM; SETTING FORTH THE RIGHTS AND REMEDIES OF HOLDERS; AND SETTING FORTH THE DETAILS OF CERTAIN RELATED MATTERS**"; and

WHEREAS, the Bond Order authorizes the issuance of Additional Bonds (as defined in the Bond Order) in accordance with Section 3.02 thereof in order to finance System Improvements (as defined in the Bond Order); and

WHEREAS, the Council desires to provide for the issuance of Water and Sewer System Revenue Bonds, Series 2022, in the principal amount of up to $100,000,000 (the "2022 Bonds") as Additional Bonds under the Bond Order to finance a portion of the costs of the design, acquisition, construction and equipping of the Sam's Branch Water Reclamation Facility and other capital improvements to the System (collectively, the "Project") and to pay certain costs of issuing the 2022 Bonds;

WHEREAS, the 2022 Bonds will be sold pursuant to a Bond Purchase Agreement among the Local Government Commission of North Carolina (the "LGC"), the Town and Robert W. Baird & Co., as

underwriter (the "Underwriter") for the 2022 Bonds authorized hereunder (the "Bond Purchase Agreement");

WHEREAS, copies of the forms of the following documents relating to the transactions described above have been filed with the Town Clerk and are available to the Town Council:

1. the Bond Purchase Agreement; and

2. a preliminary official statement with respect to the 2022 Bonds deemed final as of its date, except for the omission of no more than the information permitted to be omitted by Rule 15c2-12 ("Rule 15c2-12") under the Securities Exchange Act of 1934, as amended (the "Preliminary Official Statement");

WHEREAS, the Town has applied to the LGC for approval of the 2022 Bonds as required by the Act;

NOW, THEREFORE, the Town Council for the Town, meeting in regular session in Clayton, North Carolina, on November 21, 2022, does the following:

BE IT RESOLVED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON, NORTH CAROLINA:

1. Definitions. Unless otherwise required by the context, capitalized words and terms used herein which are defined in the Bond Order shall have the meanings assigned to them therein. Remaining capitalized words and terms shall have the meanings assigned to them in Appendix A attached hereto (the "Appendix"). The Appendix is incorporated into this Series Resolution by reference. This Series Resolution is a "Series Resolution" under the Bond Order.

2. Authorization and Issuance of 2022 Bonds. The Town hereby authorizes the issuance of the 2022 Bonds designated "Town of Clayton, North Carolina Water and Sewer System Revenue Bonds, Series 2022" for the purpose of providing funds, together with any other available funds, to (a) pay the costs of the Project and (b) pay the other costs and expenses incurred in connection with the issuance of the 2022 Bonds. The 2022 Bonds shall be issued under and pursuant to the Constitution and the laws of the State, including the Act, the Bond Order and this Series Resolution, including the Appendix, and subject to the conditions set forth herein and therein. The 2022 Bonds constitutes Additional Bonds under the Original Bond Order and the Bond Order.

3. Principal Amount of 2022 Bonds. The Town will issue not to exceed $100,000,000 in total aggregate principal amount of its 2022 Bonds. The Town Manager and the Town Finance Director, with advice from bond counsel and the Town's financial advisor, are authorized to determine the aggregate principal amounts of the 2022 Bonds to be issued.

4. Terms of 2022 Bonds. The 2022 Bonds are to be dated as of their date of issuance and pay interest and have such other terms as set forth in the Appendix. The 2022 Bonds shall have a maturity date not later than 2048 and are payable in annual installments as set forth in the Finance Director's certificate under Section 2.03 of the Appendix.

5. Sale of 2022 Bonds. The Town Council requests that the 2022 Bonds be sold at private sale without advertisement to the Underwriter at such price as the LGC determines to be in the best interest of the Town and as set forth in the Town's application, but at a true interest cost not exceeding 5.75%. The Town Council approves the award of the 2022 Bonds by the LGC and directs the

authentication and delivery of the 2022 Bonds upon payment of the purchase price plus the accrued interest thereon.

6. Tax Covenants. The Town covenants that it will not take or permit, or omit to take or cause to be taken, any action that would adversely affect the exclusion from gross income of the recipient thereof for federal income tax purposes of interest on the 2022 Bonds. The Town covenants that it will comply with all the requirements of Section 148 of the Code, including the rebate requirements, and that it will not permit at any time any of the proceeds of the 2022 Bonds or other funds under its control to be used, directly or indirectly, to acquire any asset or obligation, the acquisition of which would cause the 2022 Bonds to be "arbitrage bonds" for purposes of Section 148 of the Code. The Town authorizes the Finance Director and the Town Manager to execute a Tax Certificate evidencing the Town's agreement to comply with the applicable provisions of the Code, including Section 148.

7. Bond Purchase Agreement. The form and content of the Bond Purchase Agreement is in all respects authorized, approved and confirmed. The Mayor, the Town Manager and the Finance Director, including anyone serving as such in an interim capacity (the "Authorized Officers"), and their respective designees, are hereby authorized, empowered and directed to execute and deliver the Bond Purchase Agreement for and on behalf of the Town, including necessary counterparts, in substantially the form and content presented to the Town Council, but with such changes, modifications, additions or deletions therein as they deem necessary, desirable or appropriate, including but not limited to adding the terms of the 2022 Bonds following the sale thereof and adding additional banks as underwriters, if required, the execution thereof to constitute conclusive evidence of the Town Council's approval of any and all such changes, modifications, additions or deletions therein. From and after the execution and delivery of the Bond Purchase Agreement, the Authorized Officers and the Town Clerk, and their respective designees are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Bond Purchase Agreement as executed. Such execution by the Authorized Officers constitutes conclusive evidence of the Town Council's approval thereof.

8. Official Statement. The form and content of the Preliminary Official Statement are in all respects authorized, approved and confirmed. The Authorized Officers are authorized to deliver a "final official statement" within the meaning of Rule 15c2-12 with respect to the 2022 Bonds on behalf of the Town (the "Official Statement"). The use of the Preliminary Official Statement and the Official Statement by the Underwriters in connection with the sale of the 2022 Bonds is hereby in all respects ratified, authorized, approved and confirmed.

9. Further Authority. From the adoption of this Series Resolution until the date of the issuance of 2022 Bonds hereunder, the Authorized Officers are hereby authorized, empowered and directed to make any changes, modifications, additions or deletions to the Appendix as to them seem necessary, desirable or appropriate to implement the intent of this Series Resolution. Such changes, modifications, additions or deletions to the Appendix shall be set forth in a certificate executed by an Authorized Officer on the date of issuance of the 2022 Bonds hereunder. Such execution by an Authorized Officer constitutes conclusive evidence of the Town Council's approval thereof.

The Authorized Officers are hereby authorized, empowered and directed to do any and all other acts and to execute any and all other documents, which they, in their discretion, deem necessary and appropriate in order to consummate the transactions contemplated by this Series Resolution and the other documents presented to this meeting and to execute and administer such transactions; except that none of the above is authorized or empowered to do anything or execute any document which is in contravention, in any way, of (a) the specific provisions of this Series Resolution, (b) any agreement to which the Town is bound or (c) any applicable law, statute, ordinance, rule or regulation of the United States of America

or the State. Any provision in this Series Resolution that authorizes more than one officer of the Town to take certain actions shall be read to permit such officers to take the authorized actions either individually or collectively.

10. Private Placement Option. The Town has also received a proposal from Capital One Public Funding, LLC ("Capital One") for a direct placement of the 2022 Bonds dated March 2, 2022, which Capital One intends to update and deliver to the Town prior to any sale of the 2022 Bonds (as revised, the "Capital One Proposal"). In the event that the Authorized Officers, in consultation with the Town's financial advisor, determine that the purchase of the 2022 Bonds by Capital One pursuant to the Capital One Proposal are more advantageous to the Town than the public sale thereof pursuant to the Bond Purchase Agreement, the Authorized Officers are hereby authorized, empowered and directed to make any changes, modifications, additions or deletions to the Appendix as may be necessary to conform such Appendix, including the form of the 2022 Bonds attached thereto to the terms set forth in the Capital One Proposal, and to make such other changes as to them seem necessary, desirable or appropriate to sell the 2022 Bonds to Capital One. Any sale of the 2022 Bonds to Capital One shall remain subject to the limitations on principal amount, maturity and true interest cost set forth in this Series Resolution.

11. Ratification of Prior Acts. All acts and doings of the Town and its officials authorized by this Series Resolution that are in conformity with the purposes and intents of this Series Resolution and in the furtherance of the issuance of the 2022 Bonds and the execution, delivery and performance of the Bond Purchase Agreement are in all respects ratified, approved and confirmed.

12. Applicable Law; Severability. This Series Resolution is adopted with the intent that the laws of the State govern its construction. If any one or more of the agreements or provisions herein contained is held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or for any reason whatsoever is held invalid, then such covenants, agreements or provisions are null and void and separable from the remaining agreements and provisions and will in no way affect the validity of any of the other agreements and provisions hereof or of the 2022 Bonds authorized hereunder.

13. Series Resolution Effective Date. This Series Resolution shall take effect upon its adoption.

* * * *

Council member _____ moved the passage of the foregoing resolution and Councilman _____ seconded the motion and the resolution was passed by the following vote:

Ayes: Council member_____

Nays: Council member_____

Not voting: Council member_____

* * * * * * *

I, Heidi Holland, Clerk for the Town of Clayton, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and complete copy of so much of the proceedings of the Town Council for the Town at a regular meeting duly called and held November 7, 2022, as it relates in any way to the resolution hereinabove referenced. Pursuant to G.S. § 143-318.12, a current copy of a schedule of regular meetings of the Town Council for the Town is on file in my office.

WITNESS my hand and the common seal of the Town, this ____ day of November, 2022.

_____
Clerk
Town of Clayton, North Carolina

(SEAL)

APPENDIX A

TO

SERIES RESOLUTION PROVIDING
FOR THE ISSUANCE OF:

TOWN OF CLAYTON, NORTH CAROLINA

WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2022

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EXHIBIT A FORM OF 2022A BOND
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ARTICLE I.

DEFINITIONS

Section 1.01. Meaning of Words and Terms.

(a) Definitions. All words and phrases defined in Article I of the Bond Order are incorporated herein by reference. In addition, the following terms, except where the context indicates otherwise, have the respective meanings set forth below:

"2022 Bonds" means the Town of Clayton, North Carolina Water and Sewer System Revenue Bonds, Series 2022 issued pursuant to the Bond Order, the Series Resolution and this Appendix A.

"2022 Project Account" and the "2022 Costs of Issuance Account" means the accounts by those names created and so designated by Section 5.01.

"Appendix A" means this Appendix A which is attached to, and incorporated in, the Series Resolution.

"Authorized Denomination" means $5,000 and any integral multiple thereof.

"Authorized Officer" means the Mayor, the Town Manager, the Finance Director, including anyone serving as such in an interim capacity, or any other officer of the Town designated by the Mayor or Town Manager.

"Bond Order" means the Amended and Restated Bond Order adopted by the Town Council on November 7, 2022 authorizing and securing water and sewer system revenue bonds of the Town, which restated, supplemented and amended the bond order originally adopted by the Town Council on February 20, 2021, as amended and supplemented by a First Supplemental Bond Order adopted on April 20, 2020, and which the Town Council may further restate, supplement and amend from time to time (the "Bond Order").

"Bond Purchase Agreement" means the Bond Purchase Agreement among the LGC, the Town and the Purchaser, providing for the initial purchase of the 2022 Bonds.

"Direct Participant" means a participant in the book-entry system maintained by DTC.

"Interest Payment Date" means, with respect to the 2022 Bonds, each February 1 and August 1, beginning on August 1, 2023.

"Mail" means first-class United States mail, postage prepaid.

"Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns, or, if such corporation is dissolved or liquidated or otherwise ceases to perform securities rating services, such other nationally recognized securities rating agency (other than Fitch Ratings) as may be designated in writing by the Town and approved in writing by the LGC.

"Paying Agent" means the Trustee or any successor or successors thereto appointed pursuant to the Bond Order or this Appendix A.

"Principal Payment Date" means, with respect to the 2022 Bonds, each August 1, beginning on August 1, 202[5].

"Project" has the meaning set forth in the Series Resolution.

"Purchaser" means Robert W. Baird & Co., as underwriter and any other financial institution or underwriter that may be named in accordance with the Bond Purchase Agreement.

"Registrar" means U.S. Bank Trust Company, National Association, or any successor or successors thereto appointed pursuant to the Bond Order, the Series Resolution or this Appendix A.

"Regular Record Date" means, with respect to each Interest Payment Date, the 15th day of the calendar month immediately preceding the Interest Payment Date whether or not a Business Day.

"Series Certificate" means the certificate of the Town Manager or the Finance Director establishing the final terms of the 2022 Bonds and delivered in accordance with Section 2.03 hereof.]

"Series Resolution" means, the Series Resolution adopted by the Town Council on November 7, 2022 relating to the 2022 Bonds, the appendices attached thereto, and any amendments or supplements thereto.

(b) Interpretation. This Appendix A, except where the context by clear implication herein otherwise requires, is subject to and to be construed in the same manner as provided by Section 1.03 of the Bond Order.

Section 1.02. Parties Interested Herein. Except as otherwise expressly provided in this Appendix A, nothing herein expressed or implied is intended or to be construed to confer on or to give to any Person, other than the Town, the Town Council, the Paying Agent, the Registrar, the Trustee, the Purchaser and the owners from time to time of the 2022 Bonds, any right, remedy or claim under or by reason hereof or any covenant, condition or stipulation hereof. All the covenants, stipulations, promises and agreements herein contained by and on behalf of the Town are for the sole and exclusive benefit of the Town, the Town Council, the Paying Agent, the Registrar, the Trustee, the Purchaser and the owners of the 2022 Bonds, except as herein otherwise provided.

[End of Article I]

ARTICLE II.

AUTHORIZATION, FORM, ISSUANCE, DELIVERY AND REGISTRATION OF 2022 BONDS

Section 2.01. Authorization of Financing and Authorization of 2022 Bonds. The financing and refinancing of the Project and the other uses of proceeds set forth in the Series Resolution are hereby authorized, approved and confirmed. The 2022 Bonds are hereby authorized and will be issued, under and pursuant to the constitution and the laws of the State, including the Act, the Bond Order, the Series Resolution and this Appendix A in the amounts and subject to the conditions herein provided for the purposes described in Section 2 of the Series Resolution. No 2022 Bonds may be issued under the provisions of this Appendix A and the Bond Order except in accordance with this Article. The total aggregate principal amount of 2022 Bonds that may be issued is hereby expressly limited to $100,000,000 except as provided in Sections 2.06 and 2.09 of the Bond Order. The principal amount of Bonds to be issued will be set forth in the Series Certificate; provided that such amount shall not exceed the amount set forth in the preceding sentence.

Section 2.02. Issuance of 2022 Bonds. The 2022 Bonds will be designated "Town of Clayton, North Carolina Water and Sewer System Revenue Bonds, Series 2022 ." The 2022 Bonds will be issuable as fully registered bonds in any Authorized Denomination. The 2022 Bonds will be numbered from R-1 upwards. The 2022 Bonds will be substantially in the form set forth in Exhibit A, with such appropriate variations, omissions and insertions as are permitted or required by this Appendix A.

Section 2.03. Delivery of 2022 Bonds. The 2022 Bonds must be in Authorized Denominations and executed substantially in the form and in the manner set forth in the Exhibit to this Appendix A and will be deposited with the Registrar for authentication, but before the 2022 Bonds may be authenticated and delivered by the Registrar to the State Treasurer for redelivery to the Purchaser, there must be filed with the Trustee the following:

(a) a copy, certified by the Town Clerk, of the Bond Order;

(b) a copy, certified by the Town Clerk, of the Series Resolution adopted by the Town Council for the 2022 Bonds;

(c) a copy, certified by the Secretary or any Deputy Secretary of the Local Government Commission, of the resolution of the Local Government Commission approving the issuance of and awarding the 2022 Bonds;

(d) evidence of compliance with the provisions of Section 2.11 of the Bond Order, including evidence of compliance with the provisions of Article II thereof for the issuance of Additional Bonds;

(e) a certificate or certificates of the Town Manage or the Finance Director setting forth the following:

(1) the aggregate principal amount of the 2022 Bonds to be issued, not in excess of the maximum amount previously established in Section 2.01;

(2) the interest rates for the 2022 Bonds;

(3) the disposition of the proceeds of the 2022 Bonds and any other funds on hand with the Trustee for the purposes authorized under the Series Resolution;

(4) the maturities and maturity amounts of the 2022 Bonds, no maturity to extend beyond 2047;

(5) the designation of the principal amount of each maturity of each of the 2022 Bonds and the mandatory sinking fund redemption dates for any such 2022 Bonds designated as Term Bonds (as described in Section 3.03 hereof), if any, for the 2022 Bonds;

(6) the optional redemption provisions for the 2022 Bonds, including the designation of the dates under Section 3.02; and

(7) any other provisions deemed advisable and not in conflict with the provision of this Series Resolution or the Bond Order.

(f) a certificate setting forth any changes, modifications, additions or deletions to this Appendix A permitted by the Series Resolution; provided, however, no certificate is required if there are no such changes;

(g) a closing memorandum including instructions for the initial deposit of the proceeds of the 2022 Bonds; and

(h) such other documents as are required to be delivered to the Trustee under the Bond Purchase Agreement in connection with the issuance of the 2022 Bonds.

When the documents mentioned in this Section have been filed with the Trustee and when the 2022 Bonds have been executed and authenticated as required by this Series Resolution, the Trustee shall deliver the 2022 Bonds at the times as prescribed in the Bond Purchase Agreement to the State Treasurer for redelivery to or on the order of the Purchaser, but only on payment to the Trustee of the purchase price of the 2022 Bonds. The Trustee is entitled to rely on the resolutions and certificates mentioned in this Section as to all matters stated therein.

Section 2.04. Details of 2022 Bonds; Payment.

(a) The 2022 Bonds will mature on August 1 of the years and in the amounts and will bear interest (computed on the basis of a 360-day year of twelve 30-day months) as set forth in the Series Certificate. Both the principal of and the interest on the 2022 Bonds are payable in any lawful coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts. Each 2022 Bond shall bear interest from its date until its principal sum has been paid, but if such 2022 Bond has matured or has been called for redemption and the Redemption Date has occurred and funds are available for the payment thereof in full in accordance with the terms of the Bond Order, such 2022 Bond shall then cease to bear interest as of the maturity date or Redemption Date. The 2022 Bonds will be dated as of their date of issuance, except that 2022 Bonds issued in exchange for or on the registration of transfer of 2022 Bonds will be dated as of the Interest Payment Date next preceding the date of authentication thereof, unless (i) the date of such authentication precedes the first Interest Payment Date, in which case they will be dated their date of issuance, or (ii) the date of such authentication is an Interest Payment Date to which interest on the 2022 Bonds has been paid

in full or duly provided for in accordance with the terms of this Appendix A, in which case they will be dated as of such Interest Payment Date; except that if, as shown by the records of the Registrar, interest on the 2022 Bonds is in default, 2022 Bonds executed and delivered in exchange for or on registration of transfer of 2022 Bonds will be dated as of the date to which interest on the 2022 Bonds, respectively, has been paid in full. If no interest has been paid on the 2022 Bonds, 2022 Bonds executed and delivered in exchange for or on the registration of transfer of 2022 Bonds will be dated as of their date of issuance.

(b) The 2022 Bonds will be initially delivered by means of a book-entry system with no physical distribution of definitive 2022 Bonds made to the public. One definitive 2022 Bond for each maturity (and interest rate if there are split coupons) of each series is to be delivered to The Depository Trust Company, New York, New York ("DTC"), and immobilized in its custody. A book-entry system will be employed, evidencing ownership of the 2022 Bonds in denominations of $5,000 or any integral multiple thereof, with transfers of beneficial ownership effected on the records of DTC and its participants (the "DTC Participants") pursuant to rules and procedures established by DTC.

Each DTC Participant will be credited in the records of DTC with the amount of such DTC Participant's interest in the 2022 Bonds. Beneficial ownership interests in the 2022 Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners will not receive definitive 2022 Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner will be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its 2022 Bonds. Transfers of ownership interests in the 2022 Bonds will be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. So long as Cede & Co., as nominee for DTC, is the Registered Owner of the 2022 Bonds, the Trustee shall treat Cede & Co. as the only owner of the 2022 Bonds for all purposes under the Bond Order and this Appendix A, including receipt of all principal and premium, if any, and interest on the 2022 Bonds, receipt of notices, voting and requesting or directing the Trustee to take or not to take, or consenting to, certain actions under the Bond Order or this Appendix A.

Payments of principal, interest and premium, if any, with respect to the 2022 Bonds, so long as DTC is the only Owner of the 2022 Bonds, will be paid by the Trustee directly to DTC or its nominee, Cede & Co., as provided in the Blanket Letter of Representation of the Town on file with DTC (the "Letter of Representation"). DTC will remit such payments to DTC Participants, and such payments thereafter will be paid by DTC Participants to the Beneficial Owners. The Trustee and the Town are not and will not be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

If (a) DTC determines not to continue to act as securities depository for the 2022 Bonds or (b) the Trustee and the Town determine to discontinue the book entry system in accordance with DTC's rules and the Town fails to identify another qualified securities depository to replace DTC, the Town will deliver fully registered definitive 2022 Bonds in accordance with DTC's rules and procedures.

The Town and the Trustee have no responsibility or obligation with respect to (A) the accuracy of any records maintained by DTC or any DTC Participant; (B) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal of and premium, if any, and interest on the 2022 Bonds; (C) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any beneficial owner which is required or permitted under the terms of the Bond Order or this Appendix A to be given to Owners; (D) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the 2022 Bonds; or (E) any consent given or other action taken by DTC or its nominee, Cede & Co., as Owner.

(c) The 2022 Bonds are payable at the designated corporate trust office of the Registrar on presentation and surrender. Interest on the 2022 Bonds will be paid by the Registrar by check or draft mailed on the Interest Payment Date to each Owner as its name and address appear on the registration books kept by the Registrar at the close of business on the Record Date. At the written request of any Owner of at least $1,000,000 in Outstanding aggregate principal amount of the 2022 Bonds, and so long as the 2022 Bonds are in book-entry, principal and interest may be payable by wire transfer at the address specified in writing by the Owner to the Registrar by the Record Date. CUSIP number identification with appropriate dollar amounts for each CUSIP number shall accompany all payments of principal of, premium, if any, and interest on any 2022 Bonds, whether by check or by wire transfer.

(d) U.S. Bank National Association, Charlotte, North Carolina, is hereby appointed as Registrar and Paying Agent with respect to the 2022 Bonds.

Section 2.05. Arbitrage and Tax Covenants. The Town covenants that it will not take or permit, or omit to take or cause to be taken, any action that would adversely affect the exclusion from federal income taxation of the interest on the 2022 Bonds and, if it should take or permit, or omit to take or cause to be taken, any such action, the Town will take or cause to be taken all lawful actions within its power necessary to rescind or correct such actions or omissions promptly on having knowledge thereof. The Town acknowledges that the continued exclusion of interest on the 2022 Bonds from an Owner's gross income for federal income tax purposes depends, in part, on compliance with the arbitrage limitations imposed by Section 148 of the Code. The Town covenants that it will comply with all the requirements of Section 148 of the Code, including the rebate requirements, and that it will not permit at any time any of the proceeds of the 2022 Bonds or other funds under its control be used, directly or indirectly, to acquire any asset or obligation, the acquisition of which would cause the 2022 Bonds to be "arbitrage bonds" for purposes of Section 148 of the Code.

[End of Article II]

ARTICLE III.

REDEMPTION OF THE 2022 BONDS

Section 3.01. Redemption Provisions. The 2022 Bonds are redeemable, on notice as provided below, at the times, at the redemption prices and on the terms contained in this Article III and in Article IV of the Bond Order.

Section 3.02. Optional Redemption of the 2022 Bonds. The 2022 Bonds maturing on or before a date to be established in the Series Certificate are not subject to redemption prior to maturity. The 2022 Bonds maturing on or after a date to be established in the Series Certificate (which shall not be later than August 1, 2032) will be subject to redemption, at the option of the Town, from any funds that may be available for such purpose, either in whole or in part at a Redemption Price equal to 100% of the principal amount thereof, plus accrued interest to the Redemption Date.

Section 3.03. Mandatory Sinking Fund Redemption. The 2022 Bonds maturing on certain dates identified in the Series Certificate (collectively, the "Term Bonds") are subject to mandatory sinking fund redemption prior to maturity in part at the Redemption Price of 100% of the principal amount thereof, without premium, in the amounts and on August 1 as set forth in the Series Certificate.

At its option, to be exercised on or before the 45th day next preceding any mandatory redemption date, the Town may (a) deliver to the Trustee for cancellation, Term Bonds or portions thereof in Authorized Denominations, or (b) receive a credit in respect of its mandatory redemption obligation for such Term Bonds, respectively, in Authorized Denominations which before such date have been purchased or redeemed (otherwise than through mandatory redemption pursuant to this paragraph) and canceled by the Trustee and not theretofore applied as a credit against any mandatory redemption obligation. Such Term Bonds or the portion thereof so delivered or previously purchased or redeemed and canceled by the Trustee will be credited by the Trustee at 100% of the principal amount thereof against the mandatory redemption obligation on the Term Bonds. To the extent that the aggregate principal amount of the Term Bonds or portions thereof exceeds the principal amount due on the Term Bonds on such mandatory redemption date, any excess over such amount shall be credited against future mandatory redemption obligations in the order of their respective due dates, and the principal amount of such Term Bonds so to be redeemed will be accordingly reduced.

The Town will on or before the 45th day next preceding each such mandatory redemption date furnish the Trustee with its certificate indicating whether or not and to what extent the provisions of (a) and (b) of the preceding paragraph are to be availed of with respect to such mandatory redemption payment.

Section 3.04. Notice of Redemption. Notice of redemption will be given by the Trustee not less than 30 days nor more than 60 days prior to the date fixed for redemption (1) to the LGC by mail or facsimile transmission, (2) (a) to DTC or its nominee in accordance with DTC's rules and procedures at the address provided to the Trustee by DTC or (b) if DTC or its nominee is no longer the Owner of the 2022 Bonds, by mail to the then-registered Owners of the 2022 Bonds or portions thereof to be redeemed by at the last address shown on the registration books kept by the Trustee and (3) to the Municipal Securities Rulemaking Board (the "MSRB"), in an electronic format as prescribed by the MSRB. Neither the failure to provide the notice nor any defect in any notice mailed will affect the sufficiency of the proceedings for such redemption as to which no defect or failure occurred.

Such notice must (1) specify the 2022 Bonds to be redeemed, the Redemption Date, the Redemption Price and the place or places where amounts due on such redemption must be payable (which must be the principal office of the Paying Agent) and if less than all of the 2022 Bonds are to be redeemed, the numbers of the 2022 Bonds and the portions of the 2022 Bonds to be redeemed, (2) if sufficient moneys are not then on deposit in the Debt Service Fund to pay the full Redemption Price of the 2022 Bonds, state that the proposed optional redemption is conditioned on there being sufficient moneys on deposit in the Debt Service Fund to pay the Redemption Price of the 2022 Bonds called for redemption and (3) state that on the Redemption Date, the 2022 Bonds to be redeemed will cease to bear interest. The Town may revoke any optional redemption for which notice has been given on written instruction to the Trustee delivered in sufficient time for the Trustee to give notice thereof at least five days before the Redemption date (or if DTC or its nominee is the registered Owner of the 2022 Bonds, such shorter time as permitted by DTC's rules and procedures) to the persons to whom and in the manner in which the notice of redemption was given.

The actual receipt by any Owner of a 2022 Bond of notice of redemption is not a condition precedent to redemption, and failure to receive notice will not affect the validity of the proceedings for the redemption of the 2022 Bonds or the cessation of interest on the Redemption Date. Notice of redemption of the 2022 Bonds will be given by the Trustee at the expense of the Town.

If less than all of the 2022 Bonds are called for redemption, the Town will determine the maturities and amounts thereof to be redeemed. If a book-entry system through DTC is used for determining beneficial ownership of the 2022 Bonds and less than all the 2022 Bonds of any maturity are called for redemption, DTC shall select the 2022 Bonds to be redeemed pursuant to its rules and procedures or, if the book-entry system through DTC or any other securities depository for determining beneficial ownership of the 2022 Bonds has been discontinued, the Trustee shall select the 2022 Bonds to be redeemed by lot in such manner as the Trustee in its discretion may deem proper, but in any event, the portion of any 2022 Bond to be redeemed must be in an Authorized Denomination.

If a 2022 Bond subject to redemption is in a denomination larger than the minimum Authorized Denomination, a portion of such 2022 Bond may be redeemed, but only in a principal amount such that the unredeemed portion of such 2022 Bond is equal to an Authorized Denomination. For any 2022 Bond in a denomination of more than the minimum Authorized Denomination, the Trustee shall treat each such 2022 Bond as representing a single 2022 Bond in the minimum Authorized Denomination plus that number of 2022 Bonds that is obtained by

dividing the remaining principal amount of such 2022 Bond by the minimum Authorized Denomination.

If moneys are on deposit in the Debt Service Fund to pay the Redemption Price of the 2022 Bonds called for redemption and premium, if any, thereon on a Redemption Date, 2022 Bonds or portions thereof so called for redemption as provided above will not bear interest after such Redemption Date and will not be considered Outstanding or as having any other rights under the Bond Order other than the right to receive payment. If a portion of a 2022 Bond is called for redemption, a new 2022 Bond in principal amount equal to the unredeemed portion thereof will be issued to the Owner thereof upon surrender thereof.

If it is determined that one or more, but not all, of the Authorized Denominations of principal amount represented by any 2022 Bond is to be called for redemption, then, on written notice of intention to redeem such Authorized Denominations of principal amount of such 2022 Bond, the Owner of such 2022 Bond, on surrender of such 2022 Bond to the Registrar for payment of the principal amount of such 2022 Bond, will be entitled to receive new 2022 Bonds in the aggregate principal amount of the unredeemed balance of the principal amount of such 2022 Bond. New 2022 Bonds representing the unredeemed balance of the principal amount of such 2022 Bonds will be issued to the Owner thereof.

If the Owner of any 2022 Bond of a denomination greater than the amount being redeemed fails to present such 2022 Bond to the Registrar for payment and exchange as aforesaid, such 2022 Bond will, nevertheless, become due and payable on the date fixed for redemption to the extent of the denomination being redeemed and to that extent only.

[End of Article III]

ARTICLE IV.

REVENUES, ACCOUNTS AND FUNDS

Section 4.01. Payments to the Debt Service Fund. In accordance with Section 5.04 of the Bond Order, the Town shall cause disbursements to be made from the Revenue Fund to the Debt Service Fund, after payment of Operating Expenses as the same become due and payable in conformity with the applicable budgetary and payment procedures of the Town:

(a) On or before the 5th day before each Interest Payment Date (commencing on July 25, 2023) the date set in the Series Resolution for each Series of Bonds), to the Trustee for deposit in the Debt Service Fund, an amount such that (after taking into consideration amounts then on deposit in the Debt Service Fund allocated to pay Interest), there will be in the Debt Service Fund an amount equal to the Interest due on that Interest Payment Date;

(b) On or before the 5th day before each Principal Payment Date (commencing on July 25, 2025), to the Trustee for deposit in the Debt Service Fund, an amount such that (after taking into consideration amounts then on deposit in the Debt Service Fund allocated to pay Principal due with respect to the Bonds), there will be in the Debt Service Fund an amount equal to the Principal Installment due on that Principal Payment Date;

Section 4.02. No Debt Service Reserve Fund. The 2022 Bonds are not secured by the Debt Service Reserve Fund, and the Debt Service Reserve Fund will not be funded in connection with the issuance of the 2022 Bonds.

Section 4.03. Investment of Money. Money held for the credit of all accounts established under this Appendix A on deposit with the Trustee are to be continuously invested and reinvested by the Trustee in Qualified Investments in accordance with Section 6.02 of the Bond Order. Except as otherwise permitted under the Bond Order, any such Qualified Investments shall mature not later than the respective dates when the money held for the credit of such accounts will be required for the purposes intended. No Qualified Investments in any such account may mature beyond the maturity date of 2022 Bonds.

Section 4.04. Payment of Principal, Interest and Premium and Pledge of Net Revenues**.** The Town covenants that it will promptly pay the principal of and the interest on every 2022 Bond issued under the Bond Order, Series Resolution and this Appendix A at the places, on the dates and in the manner provided herein and in the 2022 Bonds, and any premium required for the retirement of the 2022 Bonds by purchase or redemption, according to the true intent and meaning thereof. The Town represents and covenants that it is duly authorized under the constitution and laws of the State, particularly the Act, to issue the 2022 Bonds authorized hereby and to pledge the Net Revenues in the manner and to the extent herein and in the Bond Order set forth; that all action on its part for the issuance of the 2022 Bonds initially issued hereunder has been duly and effectively taken; and that such 2022 Bonds in the hands of the Owners thereof are and will be valid and binding special obligations of the Town according to their terms.

Nothing in the 2022 Bonds, the Series Resolution, this Appendix A or the Bond Order shall be construed as pledging the faith and credit of the Town to payment of the 2022 Bonds or as obligating the Town, directly or indirectly or contingently, to levy or to pledge any form of ad valorem tax whatever therefor. The Town covenants that it shall faithfully do and perform and at

all times fully observe any and all covenants, undertakings, stipulations and provisions contained in the Bond Order, the Series Resolution, this Appendix A or in the 2022 Bonds.

[End of Article IV]

ARTICLE V.

USE OF BOND PROCEEDS

Section 5.01. 2022 Accounts within the Construction Fund. There is hereby established within the Construction Fund separate accounts to be designated the "2022 Project Account" and the "2022 Costs of Issuance Account." On the delivery of the 2022 Bonds to the purchasers thereof, the Trustee will receive the proceeds from the sale of the 2022 Bonds and will deposit such funds in the 2022 Project Account and the 2022 Costs of Issuance Account in accordance with the Closing Memorandum executed by the Town at closing. The Trustee shall also deposit into the 2022 Project Account and the 2022 Costs of Issuance Account all other money received by the Trustee under this Series Resolution and Appendix A accompanied by directions from the Town that such money is to be deposited into the 2022 Project Account or the 2022 Costs of Issuance Account, as applicable. Earnings on investments of funds held in the 2022 Project Account will remain within the 2022 Project Account, and earnings on investments of funds held in the 2022 Costs of Issuance Account will remain within the 2022 Costs of Issuance Account. Moneys in the 2022 Project Account and the 2022 Costs of Issuance Account will be disbursed in accordance with the Section 5.02.

Section 5.02. Disbursements from the Construction Fund.

(a) Amounts in the 2022 Project Account of the Construction Fund will be applied for any of the following purposes:

(1) payment of all Costs of Construction of the Project other than Costs of Issuance in the manner and subject to the restrictions provided in subsection (c) of this Section; and

(2) transfer to the Debt Service Fund to make up any deficiency therein in accordance with the priorities established in Section 5.(c) of the Bond Order.

(b) Amounts in the 2022 Costs of Issuance Account will be used to pay Costs of Issuance. Any balance remaining in the 2022 Cost of Issuance Account on [March 1, 2023] will be transferred to the 2022 Project Account.

(c) Except as described in Section 5.02(d) of this Appendix A, on the filing from time to time with the Trustee of a requisition signed by an Authorized Officer in substantially the form attached hereto as Exhibit B, accompanied by a voucher or other appropriate documentation with respect to Costs of Construction and Costs of Issuance, and, as to disbursements other than for Costs of Issuance, stating by general classification the purpose for which each disbursement is to be made and that such work was actually performed, such service was actually rendered or such materials, supplies or equipment actually delivered, installed or fabricated, the Trustee will make or cause to be made a disbursement from the 2022 Project Account or the 2022 Cost of Issuance Account for the payment of such Costs of Construction or Costs of Issuance, as applicable.

(d) On receipt of a requisition signed by an Authorized Officer in substantially the form attached hereto as Exhibit B, the Trustee will transfer from the 2022 Project Account into a separate account of the Construction Fund to be held by the Town an amount which in the aggregate may not exceed $500,000, at one time or from time to time, to be used by the Town as a revolving fund for the

payment of items of Costs of Construction which cannot conveniently be paid as provided in Section 5.02(c) of this Appendix. Such money will be deemed to be a part of the 2022 Project Account until paid out. The Trustee will apply money in the 2022 Project Account to reimburse the revolving fund from time to time for items of Costs of Construction paid with money in the revolving fund on receipt from the Town of a requisition signed by an Authorized Officer in substantially the form attached hereto as Exhibit B for the payment of reimbursement of items of Costs of Construction, which requisition will specify the payee, the amount and the purpose by general classification of each payment from the revolving fund for which such reimbursement is requested and state that each such item of Costs of Construction so paid was a necessary item of Costs of Construction. The Trustee is not responsible for funds held by the Town in the separate account described in this paragraph.

(e) On the completion of the Project, the Town will deliver a certificate to the Trustee stating the fact and date of such completion and stating that all of the Costs of Construction have been determined and paid (or that all of such Costs of Construction has been paid less specified claims which are subject to dispute and for which a retention in the Series 2022 Project Account is to be maintained in the full amount of such claims until such dispute is resolved). On the receipt by the Trustee of such certificate, the Trustee will retain in the 2022 Project Account a sum equal to the amount estimated by the Town to be necessary for payment of the items of Costs of Construction that are not then due and payable. The balance remaining in the 2022 Project Account will be deposited in the Debt Service Fund and applied to the next payment or Principal and Interest due with respect to the 2022 Bonds.

[End of Article V]

ARTICLE VI.

SUPPLEMENTAL SERIES RESOLUTIONS

Section 6.01. Supplemental Series Resolutions. The Series Resolution and the rights and obligations of the Town and the Owners may be modified or amended at the same times, in the same manner and for the same purposes as the Bond Order, but if the modification or amendment affects only the 2022 Bonds, the percentage to be applied under Section 10.03 of the Bond Order will be applied only to Outstanding 2022 Bonds.

Notwithstanding anything in the Bond Order or the Series Resolution to the contrary, (1) any initial purchaser, underwriter or remarketing agent holding any 2022 Bonds or another Series of the Bonds issued after the issuance of the 2022 Bonds may, regardless of its intent to sell or distribute such Bonds in the future, consent as the Owner of such Bonds to any amendment or supplemental series resolution as required or permitted by this Article, including any amendment or supplemental series resolution that adversely affects the interests of other Owners, and (2) any Owner is not entitled to receive, nor is the Town required to provide, any prior notice or other documentation regarding such amendment or supplemental series resolution.

On the adoption of any supplemental series resolution pursuant to the provisions of this Section, the Series Resolution will deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under the Series Resolution, the Trustee and all Owners will thereafter be determined, exercised and enforced in all respects pursuant to the provisions of the Series Resolution as so modified and amended.

Section 6.02. 2022 Bonds Affected. For purposes of this Appendix A, 2022 Bonds are "affected" by a supplemental series resolution if the same adversely affects or diminishes the rights of Owners against the Town or the rights of the Owners in the security for such 2022 Bonds. The Trustee may in its discretion determine whether any 2022 Bonds would be affected by any supplemental series resolution and any such determination is conclusive on the Owners of all 2022 Bonds, whether theretofore or thereafter authenticated and delivered hereunder. The Trustee is not liable for any such determination made in good faith.

Section 6.03. Exclusion of 2022 Bonds. 2022 Bonds owned or held by or for the account of the Town shall not be deemed Outstanding 2022 Bonds for the purpose of any consent or other action or any calculation of Outstanding 2022 Bonds provided for in this Article. The Town, as Owner of such 2022 Bonds, is not entitled to consent or take any other action provided for in this Article. At the time of any consent or other action taken under this Article, the Town shall furnish the Trustee certificates of the Finance Director, on which the Trustee may rely, describing all 2022 Bonds so to be excluded.

Section 6.04. Responsibilities of Trustee and Town Under this Article. The Trustee and the Town are entitled to exercise their discretion in determining whether or not any proposed supplemental series resolution or any term or provision therein contained is desirable, after considering the purposes of such instrument, the needs of the Town, the rights and interests of the Owners, and the rights, obligations and interests of the Trustee. The Trustee is entitled to receive, and is fully protected in relying on, the opinion of counsel approved by it, who may be Bond Counsel for the Town, as conclusive evidence that any such proposed supplemental series resolution does or does not comply with the provisions of this Appendix A, and that it is or is not proper for it, under the provisions of this Article, to accept such supplemental series resolution.

[End of Article VI]

ARTICLE VII.

CONTINUING DISCLOSURE

Section 7.01. Continuing Disclosure. The Town agrees, in accordance with Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission (the "SEC"), to provide to the MSRB:

(a) by not later than seven months from the end of each Fiscal Year of the Town, beginning with the Fiscal Year ending June 30, 2023, the audited financial statements of the Town for such Fiscal Year, if available, prepared in accordance with Section 159-34 of the General Statutes of North Carolina, as it may be amended from time to time, or any successor statute, or, if such audited financial statements of the Town are not then available, unaudited financial statements of the Town for such Fiscal Year to be replaced subsequently by audited financial statements of the Town to be delivered within fifteen (15) days after such audited financial statements become available for distribution;

(b) by not later than seven months from the end of each Fiscal Year of the Town, beginning with the Fiscal Year ending June 30, 2023, the financial and statistical data as of the date not earlier than the end of the preceding Fiscal Year for the type of information included under the following headings in this Official Statement, to the extent such items are not included in the audited financial statements referred to in (a) above:

(1) "THE SYSTEM – The Water System – General" (capacity and consumption figures contained therein), "- Water Rates" (tables contained therein), "- Number of Active Customer Accounts" (table contained therein and customer mix) and "- Major Water Customer Accounts" (table contained therein); and

(2) "THE SYSTEM – The Sewer System – General" (capacity and usage figures contained therein), "- Sewer Rates" (tables contained therein), "- Number of Active Customer Accounts" (table contained therein) and "- Major Sewer Customer Accounts" (table contained therein);

(c) in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of any of the following events with respect to the 2022 Bonds:

(1) principal and interest payment delinquencies;

(2) non-payment related defaults, if material;

(3) unscheduled draws on debt service reserves reflecting financial difficulties;

(4) unscheduled draws on credit enhancements reflecting financial difficulties;

(5) substitution of any credit or liquidity providers, or their failure to perform;

(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the 2022 Bonds or other material events affecting the tax status of the 2022 Bonds;

(7) modifications to rights of the beneficial owners of the 2022 Bonds, if material;

(8) bond calls, other than calls for mandatory sinking fund redemption, if material, and tender offers;

(9) defeasances;

(10) release, substitution or sale of any property securing repayment of the 2022 Bonds, if material;

(11) rating changes;

(12) bankruptcy, insolvency, receivership or similar proceedings related to the Town or any other person or entity that may at any time become legally obligated to make payments on the 2022 Bonds (collectively, the "Obligated Persons");

(13) the consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such action, other than pursuant to its terms, if material;

(14) appointment of a successor Trustee or additional Trustee or the change of name of the Trustee, if material;

(15) incurrence of a financial obligation of the Town, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Town, any of which affect security holders, if material; and

(16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Town, any of which reflect financial difficulties; and

(d) in a timely manner, notice of a failure of the Town to provide required annual financial information described in (a) or (b) above on or before the date specified.

For purposes of (15) and (16) above, the term "financial obligation" means (i) a debt obligation; (ii) a derivative instrument entered into in connection with or pledged as security or a

source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12.

The Town agrees that its undertaking under this Article is intended to be for the benefit of the Owners and the beneficial owners of the 2022 Bonds and is enforceable by the Trustee or by any of them, including an action for specific performance of the Town's obligations under this Article, but a failure to comply will not be an event of default under Section 8.01 of the Bond Order and will not result in acceleration of the payment of the 2022 Bonds. An action must be instituted, had and maintained in the manner provided in this paragraph for the benefit of all of the Owners and beneficial owners of the 2022 Bonds.

The Town may modify from time to time, consistent with the Rule, the information provided or the format of the presentation of such information to the extent necessary or appropriate in the judgment of the Town, but:

(1) any such modification may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the Town;

(2) the information to be provided, as modified, would have complied with the requirements of the Rule as of the date of the Official Statement, after taking into account any amendments or interpretations of the Rule as well as any changes in circumstances; and

(3) any such modification does not materially impair the interest of the Owners or the beneficial owners, as determined by the Trustee or Bond Counsel or by the approving vote of the Owners of a majority in Outstanding principal amount of the 2022 Bonds.

Any annual financial information containing modified operating data or financial information must explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

All documents provided to the MSRB as described above are to be provided in an electronic format as prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB. The Town may discharge its undertaking described above by transmitting those documents or notices in a manner subsequently required by the SEC in lieu of the manner described above.

The provisions of this Section terminate on payment, or provision having been made for payment in a manner consistent with the Rule, in full of the principal and interest with respect to the 2022 Bonds.

[End of Article VII]

ARTICLE VIII.

MISCELLANEOUS PROVISIONS

Section 8.01. Headings. Any heading preceding the text of the several articles hereof, and any table of contents or marginal notes appended to copies hereof, are solely for convenience of reference and does not constitute a part of this Appendix A or affect its meaning, construction or effect.

Section 8.02. Application to the LGC. The Town Council hereby ratifies and confirms its request to the LGC to sell the 2022 Bonds at private sale and without advertisement in accordance with the provisions of Section 159-123 of the General Statutes of North Carolina, as amended.

Section 8.03. Approval of Amount of 2022 Bonds and Interest Rate. The Town Manager and the Finance Director and the other authorized officers of the Town are hereby authorized and directed to approve the items required and provide the Series Certificate set forth under Section 2.03.

Section 8.04. Authorization for Other Acts.

(a) The Finance Director and other officers, agents and employees of the Town and the officers and agents of the Trustee are hereby authorized and directed to do all acts and things required of them by the provisions of the 2022 Bonds, the Bond Order, the Series Resolution, this Appendix A and the Bond Purchase Agreement for the full, punctual and complete performance of the terms, covenants, provisions and agreements of the same and also to do all acts and things required of them by the provisions of this Appendix A, including the advancement of any fees and expenses in connection with the transactions described therein with the expectation that such fees and expenses will be reimbursed to the Town from 2022 Bond proceeds.

(b) The Mayor, the Town Manager, the Finance Director, or any of them or their deputies and designees, are further authorized and directed (without limitation except as may be expressly set forth herein) to employ and compensate advisers, bond counsel, counsel, and consultants, to take such action and to execute and deliver any such documents, deeds, certificates, undertakings, agreements or other instruments as they, with the advice of counsel, may deem necessary and appropriate to effect the transactions contemplated by the Bond Order, the Series Resolution, this Appendix A and the Bond Purchase Agreement, including the on-going administration thereof.

Section 8.05. Holidays. Except as otherwise provided herein, whenever any payment or action to be made or taken hereunder is stated to be due on a day which is not a Business Day, such payment or action will be made or taken on the next following Business Day, and such extension of time will be included in computing interest, if any, in connection with such payment or action.

Section 8.06. Replacement of Registrar or Paying Agent. If the Registrar or Paying Agent initially appointed under this Appendix A resigns (whether before or after the issuance of any 2022 Bonds), or if the Finance Director reasonably determines that the Registrar or Paying Agent has become incapable of performing its duties hereunder, the Town may, on notice mailed to each Owner of the 2022 Bonds, if any, at such Owner's address last shown on the registration records, appoint a successor Registrar or Paying Agent which meets any requirement set forth in the Bond Order. No resignation or dismissal of the Registrar or Paying Agent may take effect until a successor is appointed. The same institution is not required to serve as both Registrar and Paying Agent hereunder, but the Town has the right to have the same institution serve as both Registrar and Paying Agent hereunder. Whenever in this

Appendix A the Registrar or Paying Agent is named or referred to, such provision is deemed to include any successor of the Registrar or Paying Agent, respectively.

Section 8.07. E-Verify. By accepting its responsibilities under this Series Resolution, the Trustee, Registrar and Paying Agent certify to the following:

The Trustee, Registrar and Paying Agent understand that "E-Verify" is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Section 64-25(5) of the General Statutes of North Carolina, as amended. The Trustee, Registrar and Paying Agent use E-Verify to verify the work authorization of their employees in accordance with Section 64-26(a) of the General Statutes of North Carolina, as amended. The Trustee, Registrar and Paying Agent will require that any subcontractor used in connection with the transactions contemplated by this Series Resolution certify to such subcontractor's compliance with E-Verify.

[End of Article VIII]

[Exhibit A begins on the following page]

EXHIBIT A

FORM OF 2022 BOND

R-1 **$_____**

United States of America
State of North Carolina

TOWN OF CLAYTON, NORTH CAROLINA
WATER AND SEWER SYSTEM REVENUE BONDS
SERIES 2022

Interest Rate	Dated Date	Maturity Date
_____%	December __, 2022	August 1, 20__

Principal Sum: _____ and no/100 Dollars ($_____)

Registered Owner: CEDE & CO.

The Town of Clayton, North Carolina (the "Town"), a municipal corporation in existence under the laws of the State of North Carolina, for value received, hereby promises to pay, to pay, to the Owner named above the Principal Amount stated above on the Maturity Date set forth above (or earlier as hereinafter described), and to pay such Owner at the address as it appears on the registration books kept by U.S. Bank, National Association, the Registrar, the Trustee and the Paying Agent for the 2022 Bonds (the "Registrar," the "Paying Agent" and the "Trustee"), at the close of business on the 15th day of the month preceding each hereinafter-described Interest Payment Date (each, a "Regular Record Date"), interest on such Principal Amount at the Interest Rate set forth above (computed on the basis of a 360-day year of twelve 30-day months) from the Interest Payment Date next preceding the date of authentication (unless (i) the date of authentication precedes the first Interest Payment Date in which case this 2022 Bond will bear interest from its date of issuance, or (ii) the date of authentication is an Interest Payment Date, in which case this 2022 Bond will bear interest from such date) until the principal hereof has been paid or provided for in accordance with the Bond Order and the Series Resolution (hereinafter defined), payable August 1, 2023 and thereafter semiannually on February 1 and August 1 in each year (each an "Interest Payment Date"). Both principal and interest and any premium on the redemption before the maturity of all or part hereof are payable in lawful coin or currency of the United States of America and (except for interest which is payable by check or draft as stated above) are payable at the designated corporate trust office of the Registrar in Raleigh, North Carolina.

THE 2022 BONDS ARE SPECIAL OBLIGATIONS OF THE TOWN. THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE 2022 BONDS ARE NOT PAYABLE FROM THE GENERAL FUNDS OF THE TOWN, NOR DO THEY CONSTITUTE A LEGAL OR EQUITABLE PLEDGE, CHARGE, LIEN, OR ENCUMBRANCE ON ANY OF ITS PROPERTY OR ON ANY OF ITS INCOME, RECEIPTS, OR REVENUES EXCEPT THE FUNDS WHICH ARE PLEDGED UNDER THE BOND ORDER AND THE SERIES RESOLUTION (HEREINAFTER DEFINED). NEITHER THE CREDIT NOR THE TAXING POWER OF THE STATE OR THE TOWN ARE PLEDGED FOR THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE 2022 BONDS, AND NO OWNER OF THIS 2022

BOND HAS THE RIGHT TO COMPEL THE EXERCISE OF THE TAXING POWER BY THE STATE OR THE TOWN OR THE FORFEITURE OF ANY OF ITS PROPERTY IN CONNECTION WITH ANY DEFAULT.

The 2022 Bonds will be initially delivered by means of a book-entry system with no physical distribution of definitive 2022 Bonds made to the public. One definitive 2022 Bond for each maturity will be delivered to The Depository Trust Company, New York, New York ("DTC"), and immobilized in its custody. A book-entry system will be employed, evidencing ownership of the 2022 Bonds in Authorized Denominations (hereinafter defined) with transfers of beneficial ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC. Principal of, premium, if any, and interest on this 2022 Bond will be payable to DTC or its nominee as registered owner of the 2022 Bonds by wire transfer in immediately available funds. The Town, the Paying Agent, the Registrar and the Trustee are not responsible or liable for maintaining, supervising, or reviewing the records maintained by DTC, its participants or persons acting through such participants.

If (a) DTC determines not to continue to act as securities depository for the 2022 Bonds or (b) the Trustee and the Town determine to discontinue the book entry system in accordance with DTC's rules and the Town fails to identify another qualified securities depository to replace DTC, the Town will deliver fully registered definitive 2022 Bonds in accordance with DTC's rules and procedures.

The Town, the Paying Agent, the Registrar and the Trustee have no responsibility or obligation with respect to (a) the accuracy of any records maintained by DTC; (b) the payment by DTC of any amount in respect of the principal of and premium, if any, and interest on the 2022 Bonds; (c) the delivery or timeliness of delivery by DTC of any notice which is required or permitted under the terms of the Bond Order and the Series Resolution (hereinafter defined) to be given to Owners; (d) the selection of Owners to receive payments in the event of any partial redemption of the 2022 Bonds; or (e) any consent given or other action taken by DTC, or its nominee.

This 2022 Bond is one of an issue of Bonds designated "Water and Sewer System Revenue Bonds, Series 2022" (the "2022 Bonds") in the aggregate principal amount of $[100,000,000] issued under the bond order adopted by the Town Council on November 7, 2022, authorizing and securing water and sewer revenue bonds of the Town, which restated, supplemented and amended the bond order originally adopted by the Town Council on February 20, 2012, as amended and supplemented by a First Supplemental Bond Order adopted by the Town Council on April 20, 2020, and which the Town Council may further restate, supplement and amend from time to time (the "Bond Order") and a series resolution related to the 2022 Bonds adopted by the Town Council on November 7, 2022 (the "Series Resolution"). Unless the context indicates otherwise, all capitalized, undefined terms used herein have the meanings ascribed to them in the Bond Order, the Series Resolution or the Appendix A attached to, and incorporated in, the Series Resolution. Under the Bond Order, the Town has previously issued several series of Bonds (the "Existing Bonds"). The 2022 Bonds, the Existing Bonds and any additional Bonds which may be issued under the Bond Order are parity obligations under the Bond Order. The 2022 Bonds are being issued to finance a portion of the costs of the design, acquisition, construction and equipping of the Sam's Branch Water Reclamation Facility and other capital improvements to the System (the "Project") and to pay certain costs of issuing the 2022 Bond.

The 2022 Bonds, together with interest thereon, are special obligations of the Town payable solely from Revenues after payment of the Town's Operating Expenses with respect to the System and constitute a valid claim of the respective Owners thereof only against the funds and other money held by the Trustee for the benefit of the Owners of the 2022 Bonds, which amounts are pledged and assigned pursuant to the Bond Order for the equal and ratable payment of the 2022 Bonds and will be used for no other purpose than to pay the principal of, premium, if any, and interest on the 2022 Bonds, except as may be otherwise expressly authorized in the Bond Order and the Appendix A.

"Revenues," "Net Revenues," "Operating Expenses" and the "System" are defined in the Bond Order. Pursuant to the Bond Order the Town has, for the benefit of the Owners of the Bonds, assigned Net Revenues and certain other rights to the Trustee in trust. Reference is made to the Bond Order and the Series Resolution for a more complete statement of the provisions thereof and of the rights of the Town, the Trustee and the Owners of the 2022 Bonds. Copies of the Bond Order and the Series Resolution are on file and may be inspected at the designated office of the Trustee in Raleigh, North Carolina. By the purchase and acceptance of this 2022 Bond, the Owner hereof signifies assent to all of the provisions of the aforementioned documents, including the amendments and modifications made to the Existing Bond Order (as defined in the Bond Order) by the terms of the Bond Order.

This 2022 Bond is issued and the Bond Order and Series Resolution were made and entered into under and pursuant to the constitution and laws of the State, and particularly in conformity with the provisions, restrictions and limitations of General Statutes of North Carolina Section 159-80 et seq., as amended.

This 2022 Bond is exchangeable on the presentation and surrender hereof at the designated corporate trust office of the Registrar for the 2022 Bonds in Authorized Denominations. On surrender for registration of transfer, duly endorsed for transfer or accompanied by an assignment duly executed by the Owner hereof or his or her attorney duly authorized in writing, the Registrar will authenticate and deliver in the name of the transferee or transferees a new fully registered 2022 Bond. The Registrar may require the payment by any Owner requesting registration of transfer or exchange of 2022 Bonds of any tax, fee or other governmental charge required to be paid with respect to such registration of transfer or exchange. The Registrar is not required to register the transfer of or exchange any 2022 Bonds selected, called or being called for redemption in whole or in part. The person in whose name this 2022 Bond is registered will be deemed and regarded as the absolute owner hereof for all purposes, and payment of this 2022 Bond will be made only to or on the written order of the Owner hereof to his or her legal representative. All such payments will be valid and effectual to satisfy and discharge this Bond to the extent of the sum or sums paid.

The 2022 Bonds maturing on or after August 1, 20__ may be redeemed before their maturities, at the option of the Town, from any funds that may be available for such purpose, either in whole or in part on any date beginning on or after August 1, 20__ at the Redemption Price equal to the principal amount of 2022 Bonds to be redeemed, together with accrued interest thereon to the date fixed for redemption.

The 2022 Bonds maturing on August 1, 20__ are subject to mandatory sinking fund redemption in part without premium on each August 1 in the following amounts at a Redemption Price equal to the principal amount of 2022 Bonds to be redeemed plus accrued interest thereon to the redemption date and without premium:

YEAR	AMOUNT	YEAR	AMOUNT

_____
* Maturity

The 2022 Bonds maturing on August 1, 20__ are subject to mandatory sinking fund redemption in part without premium on each August 1 in the following amounts at a Redemption Price equal to the principal amount of 2022 Bonds to be redeemed plus accrued interest thereon to the redemption date and without premium:

YEAR	AMOUNT	YEAR	AMOUNT

_____
* Maturity

Notice of redemption will be given by the Trustee not less than 30 days nor more than 60 days before the Redemption Date (1) to the LGC by Mail, electronic or facsimile transmission, (2)(a) to DTC or its nominee by registered or certified mail at the address provided to the Trustee by DTC or as otherwise permitted by DTC's rules and procedures or (b) if DTC or its nominee is no longer the Owner of the 2022 Bonds, by Mail to the then-registered Owners of 2022 Bonds to be redeemed at the last address shown on the registration books kept by the Registrar and (3) to the Municipal Securities Rulemaking Board (the "MSRB") in an electronic format as prescribed by the MSRB.

Such notice must (1) specify the 2022 Bonds to be redeemed, the Redemption Date, the Redemption Price and the place or places where amounts due on such redemption must be payable (which must be the principal office of the Paying Agent) and if less than all of the 2022 Bonds are to be redeemed, the numbers of the 2022 Bonds and the portions of the 2022 Bonds to be redeemed, (2) if sufficient moneys are not then on deposit in the Debt Service Fund to pay the full Redemption Price of the 2022 Bonds, state that the proposed optional redemption is conditioned on there being sufficient moneys on deposit in the Debt Service Fund to pay the Redemption Price of the 2022 Bonds called for redemption and (3) state that on the redemption date, the 2022 Bonds to be redeemed will cease to bear interest. The Town may revoke any optional redemption for which notice has been given on written instruction to the Trustee delivered in sufficient time for the Trustee to give notice thereof at least five days before the redemption date (or if DTC or its nominee is the registered Owner of the 2022 Bonds, such shorter time as permitted by DTC's rules and procedures) to the persons to whom and in the manner in which the notice of redemption was given.

The actual receipt by any Owner of a 2022 Bond of notice of redemption is not a condition precedent to redemption, and failure to receive notice will not affect the validity of the proceedings for the redemption of the 2022 Bonds or the cessation of interest on the Redemption Date.

If moneys are on deposit in the Debt Service Fund to pay the Redemption Price of the 2022 Bonds called for redemption and premium, if any, thereon on a redemption date, 2022 Bonds or portions thereof so called for redemption as provided above will not bear interest after such redemption date and will not be considered Outstanding or as having any other rights under the Bond Order other than the right to receive payment. If a portion of a 2022 Bond is called for redemption, a new 2022 Bond in principal amount equal to the unredeemed portion thereof will be issued to the Owner thereof upon surrender thereof.

If less than all of the 2022 Bonds are called for redemption, the Town will determine the maturities and amounts thereof to be redeemed. If a book-entry system through DTC is used for determining beneficial ownership of the 2022 Bonds and less than all the 2022 Bonds of any maturity are called for redemption, DTC shall select the 2022 Bonds to be redeemed pursuant to its rules and procedures or, if the book-entry system through DTC or any other securities depository for determining beneficial ownership of the 2022 Bonds has been discontinued, the Trustee shall select the 2022 Bonds to be redeemed by lot in such manner as the Trustee in its discretion may deem proper, but in any event, the portion of any 2022 Bond to be redeemed must be in an Authorized Denomination.

If a 2022 Bond subject to redemption is in a denomination larger than the minimum Authorized Denomination, a portion of such 2022 Bond may be redeemed, but only in a principal amount such that the unredeemed portion of such 2022 Bond is equal to an Authorized Denomination. For any 2022 Bond

in a denomination of more than the minimum Authorized Denomination, the Trustee shall treat each such 2022 Bond as representing a single 2022 Bond in the minimum Authorized Denomination plus that number of 2022 Bonds that is obtained by dividing the remaining principal amount of such 2022 Bond by the minimum Authorized Denomination.

If it is determined that one or more, but not all, of the Authorized Denominations of principal amount represented by any 2022 Bond is to be called for redemption, then, on written notice of intention to redeem such Authorized Denominations of principal amount of such 2022 Bond, the Owner of such 2022 Bond, on surrender of such 2022 Bond to the Registrar for payment of the principal amount of such 2022 Bond, will be entitled to receive new 2022 Bonds in the aggregate principal amount of the unredeemed balance of the principal amount of such 2022 Bond. New 2022 Bonds representing the unredeemed balance of the principal amount of such 2022 Bonds will be issued to the Owner thereof.

If the Owner of any 2022 Bond of a denomination greater than the amount being redeemed fails to present such 2022 Bond to the Registrar for payment and exchange as aforesaid, such 2022 Bond will, nevertheless, become due and payable on the date fixed for redemption to the extent of the denomination being redeemed and to that extent only.

The Bond Order permits amendment thereto on the agreement of the Town and the Trustee and with the approval of not less than 51% in aggregate principal amount of the Bonds then Outstanding under the Bond Order. The Bond Order also contains provisions permitting the Town and the Trustee to enter into amendments to the Bond Order without the consent of the Owners of the Bonds then Outstanding for certain purposes.

The Series Resolution and Appendix A thereto permit amendment thereto on the agreement of the Town and the Trustee and with the approval of not less than 51% in aggregate principal amount of the 2022 Bonds then Outstanding. Appendix A also contains provisions permitting the Town and the Trustee to enter into amendments to Appendix A without the consent of the Owners of the 2022 Bonds then Outstanding for certain purposes.

Any consent or request by the Owner of this 2022 Bond is conclusive and binding on such Owner and on all future Owners of this 2022 Bond and of any 2022 Bond issued on the transfer of this 2022 Bond whether or not notation of such consent or request is made on this 2022 Bond.

This 2022 Bond is issued with the intent that the laws of the State of North Carolina shall govern its legality, validity, enforceability and construction.

Reference is made to the Bond Order and the Series Resolution for a more complete statement of the provisions thereof and of the rights of the Town and the registered owner of this bond. Copies of the Bond Order and the Series Resolution are available for inspection by the registered owner of this bond at all reasonable times at the principal office of the Registrar. By the purchase and acceptance of this bond, the registered owner hereof signifies assent to all of the provisions of the Bond Order and the Series Resolution.

All acts, conditions and things required to happen, exist and be performed precedent to and in the issuance of this 2022 Bond and the adoption of the Bond Order and the Series Resolution have happened, existed and have been performed as so required.

This Bond is not valid or does not become obligatory for any purpose or be entitled to any benefit or security under the Bond Order until it has been authenticated by the execution by the Registrar of the certificate of authentication endorsed hereon.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Town of Clayton, North Carolina, has caused this bond to be manually signed by the Mayor and the Town Clerk and its official seal to be impressed hereon, all as of the ___ day of _____ 2022.

_____
Mayor

[SEAL]

_____
Town Clerk

CERTIFICATE OF LOCAL GOVERNMENT COMMISSION

The issue hereof has been approved under the provisions of The State and Local Government Revenue Bond Act.

_

_____

Sharon G. Edmundson
Secretary of the Local Government Commission

EXH A-8

Signature page relating to the Town of Clayton, North Carolina
Water and Sewer System Revenue Bonds, Series 2022

CERTIFICATE OF AUTHENTICATION

This 2022 Bond is one of the Town of Clayton, North Carolina Water and Sewer System Revenue Bonds designated therein and issued under the provisions of the within mentioned Bond Order and Series Resolution.

U.S. Bank Trust Company, N.A., as Trustee

By:_____
Vice President

Date of authentication: _____

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

_____

(Please print or typewrite Name and Address,
including Zip Code, and Federal Taxpayer Identification or
Social Security Number of Assignee)

_____

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

_____

Attorney to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:_____

Signature guaranteed by:

_____

NOTICE: Signature must be guaranteed by a participant of the Securities Transfer Agent Medallion Program ("STAMP") or similar program.

_____

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration, enlargement or any change whatever.

TRANSFER FEE MAY BE REQUIRED

EXHIBIT B

FORM OF REQUISITION

U.S. Bank National Association
5540 Centerview Drive, Suite 200
Raleigh, North Carolina 27606.
Attention: Corporate Trust Services

Re: Disbursement from the [2022 Project Account][2022 Costs of Issuance Account] of the Construction Fund relating the Town of Clayton, North Carolina Water and Sewer System Revenue Bonds, Series 2022 (the "2022 Bonds")

Dear :

Pursuant to Section 5.02 of Appendix A to the Series Resolution adopted on November 7, 2022 by the Town Council of Clayton, North Carolina (the "Town") relating to the 2022 Bonds, the Town hereby requests you to disburse from the [2022 Project Account][2022 Costs of Issuance Account] of the Construction Fund as follows:

1. The amount to be disbursed is $_____.

2. The name and address of the person, firm or corporation to whom the disbursement should be made is as follows:

_____
_____
_____
_____
_____

3. The purpose of the disbursement is to _____.

4. The disbursement herein requested is for work actually performed, for service actually rendered or for materials, supplies or equipment actually delivered, installed or fabricated.

DATED this ___day of _____, _____.

TOWN OF CLAYTON, NORTH CAROLINA

By: _____
Town Representative

Town Council Agenda Cover Sheet

Meeting Date
November 7, 2022

Agenda Location
New Business

Item Title

Sole Source Exemption (Standardization) – SCADA Integration

Presenter:

Shaun Mizell Procurement, Contracts and MWBE Manager

Summary/Description

The Town of Clayton Sam's Branch WRF Project Team is proposing to procure services for SCADA system integration under the Competitive Bidding Exception outlined in General Statue 143-129 (e) (6), which is labeled as "Sole Source" where standardization or compatibility is the overriding factor the chart located in the agenda packet. The service provider, Custom Controls, provides SCADA integration services for the Collections & Distributions Department for the Town of Clayton currently and it is advantageous for compatibility and ease of service to continue to use them for the SCADA integration at the new Sam's Branch WRF.

Requested Action
Approval

Funding Source (If Applicable):
CWSRF

Cost: Click or tap here to enter text. **Yes** ☐ **No** ☐

Additional Documents to be Included in Agenda Packet

Competitive Bidding Exception Chart

Meeting Timeline
Click or tap here to enter text.

UNC SCHOOL OF GOVERNMENT

Exceptions to State Competitive Bidding Requirements For North Carolina Local Governments

Exception	Applies To:	Description	Board Approval Required?	Other Requirements
Purchases				
Purchase from other units of Government G.S. 143-129(e)(1)	Informal and formal purchases and leases	Purchase directly from another unit of federal, state, or local government anywhere in the U.S.	No	None
Emergency G.S. 143-129(e)(2)	Informal and formal purchases and construction/repair	Present, immediate, and existing special emergency involving public health and safety of people or property	No	None
Fuel Purchase G.S. 143-129(e)(5)	Informal and formal purchases	Purchase of gasoline, diesel fuel, alcohol fuel, motor oil, fuel oil, or natural gas	No	Informal bidding requirements apply to purchases costing $30,000 or more (including purchases over $90,000)
Sole Source G.S. 143-129(e)(6)	Informal and formal purchases	Available when (1) performance or price competition is not available; (2) product is available from only one source; or (3) standardization or compatibility is the overriding consideration	Yes	None
Group Purchasing Program G.S. 143-129(e)(3)	Informal and formal purchases	Competitive bidding process by a formally organized program offering discount prices to at least 2 public agencies	No	None

*Note: Local Governments **should always** consult their local policies for additional procedural requirements.*

Town Council Agenda Cover Sheet

Meeting Date
November 7, 2022

Agenda Location
New Business

Item Title
Fire Stations 1 & 2 Improvements Project – Construction Contract Award

Presenter:
Shannon Poole – Engineering Technician

Summary/Description

On October 6, 2022, a public bid opening was held and staff received two (2) sealed bids for Fire Stations 1 & 2 Improvements Project. Per North Carolina General Statute, at least three competitive bids must be received to open the bids. The project was re-advertised, and a public bid opening was held on October 13, 2022. Staff received two (2) bids from W.B. Brawley Company and J.D. Beam, Inc. Project bids included a base bid, one preferred alternate and 2 additional alternates, outlined below. W.B. Brawley is the apparent low bidder with a combined base bid of $1,285,777.00, preferred alternate of $0, Alternate 1 at $31,848.00 and Alternate 2 at $92,777.00. The total for the base with plus alternates $1,410,402.00. Engineering and Procurement Staff and HH Architecture, the project Architect, have verified all the necessary documents are in order and recommend awarding the contract to W.B. Brawley with a proposed contract time of 215 days including alternates. Staff request Town Council authorize the Town Manager, or designee, to execute the construction contract and any change orders required to deliver the project within the project budget.

Project Scope:

Fire Station #1- Design and installation of new automatic sprinkler system and riser room

Fire Station #2 – Design and installation of new automatic sprinkler system and riser room, and facility expansion (1200sqft) to include storage space and training room.

Preferred Alternate door hardware brand

Fire Station #2 Alternate 1 – Concrete apron and storm drainage

Fire Station #2 Alternate 2 – Fencing

Requested Action
Approval
Bid Award
Budget Amendment

Funding Source (If Applicable):
FEMA

Cost: **$** **Yes** ☒ **No** ☒

Additional Documents to be Included in Agenda Packet
Attachment A – Engineer's Bid Tabs
Attachment B – W.B Brawley Bid documents

Meeting Timeline

Click or tap here to enter text.

Resolution #2022-88

RESOLUTION OF AWARD

WHEREAS, on October 6, 2022 the Town of Clayton, North Carolina received sealed bids for the Fire Stations 1 & 2 Improvements project pursuant to NCGS 143-129; and

WHEREAS, only two bids were received, and staff was unable to open said bids as a minimum of three bids are required pursuant to NCGS 143-129; and

WHEREAS, the project was re-advertised, and a public bid opening was held on October 13, 2022, and

WHEREAS, and total of two bids were received: and

WHEREAS, W.B. Brawley was the lowest bidder, with the base bid of $1,285,777, preferred brand of $0, alternate $1 $31,848, alternate $2 $92,777; and

WHEREAS, it is recommended **that award** be granted to W.B. Brawley as the lowest bidder, for a total contract price of $1,410,402; and

NOW, THEREFORE, BE IT RESOLVED that AWARD is made W.B. Brawley for the construction project of the Fire Stations 1 & 2 Improvements for a total of $1,410,402.

BE IT FURTHER RESOLVED the town manager or designee be authorized to execute the construction contract and any change orders required to deliver the project within the project budget.

Duly adopted this the 7th day of November 2022.

_____
Jody L. McLeod
Mayor

ATTEST:

_____
Heidi L. Holland, CMC, NCCMC
Town Clerk

Ordinance #2022-11-01

Town of Clayton
Amendment to the FY 22-23 Budget

BE IT HEREBY ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON that the following amendments shall be made to the FY 22-23 Budget:

Fund: General Fund

Line Item	Previous Appropriation	Adjustment	Revised Appropriation
Revenue			
100-40-00-48 99	Fund Balance Appropriated		
	$4,819,224	+1,090,584	$5,909,808
Expenditures			
100-52-95-58 01	Construction		
	$368,750	-368,750	-
100-52-95-58 20	Building Improvements		
	$95,346	+1,459,334	$1,554,680

-Explanation: Amendment necessary to fund the completion of necessary building improvements at both fire stations. The fund balance appropriation includes $479,704 remaining reserve balance associated with the Claytex Fire District. This amendment is required for compliance with G.S. 159-15.

Duly adopted this 7th day of November, 2022 while in regular session.

_____
Jody L. McLeod
Mayor

ATTEST:

_____
Heidi L. Holland, CMC, NCCMC
Town Clerk

HH ARCHITECTURE

For Bids Received: October 13, 2022 at 3:00 pm
Job Title: **Fire Station Improvements**
Town of Clayton

HH #: 21-089

General Contractors	Base Bid Lump Sum Fire Station #1 Improvements	Base Bid Lump Sum Fire Station #2 Improvements	Combined Base Bid	Preferred Alternate A: Door Hardware	Alternate 1	Alternate 2	5% Bid Bond	MBE	Addenda Received	Signed
W.B. Brawley Company License # **73240**	$309,645	$976,132	$1,285,777	$0	$31,848	$92,777	X	X	X	X
J.D. Beam, Inc. License # **14167**	$414,000	$928,000	$1,342,000	$0	$60,901	$62,117	X	X	X	X
License #										
License #										
License #										

Pref. Alt. A Indicate cost increase to provide and install owner-preferred door hardware as scheduled in 087100-3.6 "Door Hardware"
Alternate 1 Indicate cost increase to demolish rear concrete apron and replace with new concrete apron at Fire Station 2 as indicated on the Civil drawings. Provide storm drainage A1-A111 including trench drain as indicated on Civil drawings for Fire Station 2.
Alternate 2 Indicate cost increase to provide and install 8'-0" black PVC fencing with (2) 3'-0" man gates and (1) 12'-0" double swing gate as shown on sheet C4.0 for Fire Station 2.

I certify that the above is a true and accurate tabulation of the bids received on October 13, 2022 at 3:00PM

Jenessa Van Deen, AIA, LEED AP BD+C
Name

NORTH CAROLINA REGISTERED SEAL 13246 ARCHITECT JENESSA A. VAN DEEN
10-17-2022

HH ARCHITECTURE, P.A. REGISTERED ARCHITECTURAL CORPORATION 51670 NORTH CAROLINA RALEIGH, NC

SECTION 00300
BID PROPOSAL ("Proposal")

TO: THE TOWN OF CLAYTON, NORTH CAROLINA ("Owner")

FROM: "BIDDER" W.B. Brawley Company

ADDRESS 5121 Kingdom Way, Suite 305

Raleigh, N.C. 27607

DATE OF BID October 13th, 2022, 2022

The Bidder hereby signifies that it is his/her/its intention and purpose to enter into a formal Contract with the Town of Clayton, North Carolina, to furnish all labor, materials, tools, equipment, apparatus, supplies, and the like required, and to do all the work necessary, for and because of the construction, erection, and/or installation of the proposed "Project":

Fire Stations 1 and 2 Fire Sprinkler System Installation and Building Improvements

for the Town of Clayton, North Carolina in accordance with the Contract Documents, including Addenda thereto.** There is deposited, herewith, a certified check in the amount of: "Bid Bond" Attached. _____ Dollars ($ 5%), or a Bid Bond in the amount of five percent (5%) of the total aggregate amount of the Bid, made payable to the Owner, the same to be refunded to the Bidder under the conditions of and in accordance with the terms of this Proposal, which are as follows:

THAT: The Bidder has carefully examined the Plans and Specifications and all other Contract Documents and fully understands them.

THAT: The Bidder has carefully examined the site of the Project and is familiar with the conditions under which the work, or any part thereof, is to be performed and the conditions which must be fulfilled in furnishing and/or installing, erecting or constructing any or all items of the Project.

THAT: The Bidder shall provide all necessary tools, machinery, equipment, apparatus, and all other means necessary to do all the work and shall furnish all labor, materials and all else required to complete such Contract as may be entered into, in the manner prescribed in and in accordance with the terms of the Specifications and the Contract and in accordance with the true intent and meaning thereof, and in accordance with the Plans and/or Drawings and the requirements of the Consulting Engineers under them, in a first class manner.

** Fill in appropriate Addenda number(s): Addendum # 1, DATED 9-29-22

[Terms continued the following page.]

THAT: The rights of the Owner and the recommendations of the Engineer shall not be questioned in the Award of the Contract.

THAT: It is the intention of the Owner to let contracts on the basis of the Bids received in accordance with G.S. 143-129 and in such manner as the Owner may deem to be for the best interests of the Owner.

THAT: The Owner reserves the right to reject any or all proposals.

THAT: The work under each Section will be awarded under one Contract and that the Owner shall have the right to include such item or items as the Owner may deem to be in the best interests of the Owner.

THAT: On being awarded the Contract, the Bidder shall execute a Performance Bond and a Payment Bond, on the forms included herein, each equal to one hundred percent (100%) of the Contract Price (Contract Sum), as security for the faithful performance of the Contract.

THAT: The Bidder shall submit, in the blank spaces provided, all data, guarantees and other information called for.

THAT: This Proposal shall be signed and submitted in the manner prescribed in the Instructions to Bidders.

THAT: Should this Proposal not be accepted by the Owner, the certified check, in the amount of: "Bid Bond" Attached in the Amount of 5% Dollars ($_____) or the five percent (5%) Bid Bond, as applicable, deposited herewith shall be returned to the Bidder.

THAT: Should this Proposal be accepted by the Owner and the Bidder fail or neglect to execute the Contract and furnish the required Bonds within ten (10) business days after receiving notifications of the acceptance of the Proposal and/or receipt of the formal Contract and Bond forms, the certified check, in the amount of: "Bid Bond" Attached in the Amount of 5% Dollars ($_____), or the Bid Bond, deposited herewith shall be retained by the Owner as liquidated damages, it being understood that the Owner reserves the right to extend the time allowed for executing the Contract and/or furnishing the Bond in its sole discretion.

THAT: The Bidder shall complete such Contract as may be entered into within the number of consecutive calendar days specified in the Contract from the date of the Notice to Proceed.

THAT: The Bidder proposes to enter into a Contract in accordance with this Proposal, the Plans and Specifications and the Contract Documents included herein, for the prices shown on the following pages.

THAT: The successful bidder shall be required to submit a complete detailed cost breakdown of the Lump Sum Bid Price amount (if project is a lump sum bid) for payment purposes, for approval by the Engineer, prior to the Award of the Contract.

[Terms continued the following page.]

THAT: It is the intent of these Contract Documents to obtain a Contract based on a Lump Sum Price except where Unit Prices are specifically requested. Where a discrepancy exists between words and numbers in the Bid amount, the written words shall govern. Where a discrepancy exists between unit prices and mathematical computations in the Itemized Proposal, the unit prices and quantities in the Itemized Proposal shall govern.

THAT: The successful bidder shall have all proper Bidder licenses and other applicable licenses required under North Carolina state laws governing their respective trade(s).

THAT: The successful bidder and all subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," and shall provide documentation or sign affidavits or any other documents requested by the Town of Clayton demonstrating such compliance.

THE FOLLOWING FORMS AND DOCUMENTATION MUST BE COMPLETELY FILLED OUT AND SUBMITTED WITH THE BIDS:

1. Bid Bond (using forms provided on pages 00300-8 and 00300-10) or other allowable bid security;
2. Photocopy of Bidder's North Carolina General Contractors License.
3. Enter Contractor's License Number as called for throughout proposal and on the outside of sealed envelope containing the proposal;
4. Statement of Compliance with requirement of the General Conditions that the Bidder will ensure that at least 5% of the Work is performed with the Bidder's employees (provide statement on bidder's letterhead)
5. Bidder's Certificate as to Organization and Authority (00300-11 00300-13)
6. Certified List of Equipment/Material Manufacturers (00300-5)
7. Equal Employment Opportunity Addendum (00300-14)
8. Non-Collusive Affidavit (00300-16)
9. Nondiscrimination Clause (00300-18)
10. MWBE A or B as applicable
11. Identification of Minority Business Participation

BID PROPOSAL

GENERAL CONSTRUCTION FOR THE

Award to a Single Prime Lowest Combined Bid of Fire Stations 1 and 2 Fire Sprinkler System Installation and Building Improvements

Base Bid Lump Sum Fire Station #1 Improvements
Three Hundred Nine Thousand Six Hundred Forty Five Dollars ($ 309,645)

Base Bid Lump Sum Fire Station #2 Improvements
Nine Hundred Seventy Six Thousand One Hundred Thirty Two Dollars ($ 976,132)

Combined Base Bid Total
One Million Two Hundred Eighty Five Thousand Seven Hundred Seventy Seven Dollars ($ 1,285,777)

General Contractor License No. 73240

UNIT PRICES:

ITEM NO.	ITEM DESCRIPTION	SPECIFICATION REFERENCE	QUANTITY	UNIT	UNIT BID PRICE	AMOUNT BID
1	Excavation of rock in open	012200	10	CY	$ 165.00	$ 1,650.00
2	Excavation of rock in trenches and pits	012200	10	CY	$ 205.00	$ 2,050.00
3	Excavation of unsuitable soils	012200	10	CY	$ 38.00	$ 380.00
4	Replacement of damaged ACT	012200	2,000	SQ	$ 6.00	$ 12,000.00

ALTERNATES:

Should any of the alternates as described below in the contract documents be accepted, the amount written below shall be the amount 'added to' or 'deducted from' the base bid. (Strike out 'add' or 'deduct' as appropriate.)

Alternate Number	ITEM DESCRIPTION	Add / (Deduct)	AMOUNT BID
A	Preferred Brand Alternate A	Add / ~~(Deduct)~~	$ 0.00
1	Alternate 1 – Concrete apron and storm drainage at Fire Station#2	Add / ~~(Deduct)~~	$ 31,848.00
2	Alternate 2 – Fencing at Fire Station #2	Add / ~~(Deduct)~~	$ 92,777.00

Contractor _____ Sign

Contractor Randall A. Grubb Print

NOTE: PROPOSAL SIGNATURE REQUIRED ON PAGE 00300-9. ALL PROPOSALS MUST BE PROPERLY EXECUTED TO BE CONSIDERED A VALID BID.

CERTIFIED LIST OF EQUIPMENT/MATERIAL MANUFACTURERS

The Bidder, as part of the procedure for the submission of Bids on the Project, submits the following list of Equipment/Materials Manufacturers to be used in the performance of work to be done on said Project. The list of Manufacturers and all equipment/materials furnished shall be based on requirements of the Contract Documents. Changes to this list after the Bid opening shall only be as approved by the Owner upon request by the Bidder or as required by the Owner based upon review of Bidder's submittals:

EQUIPMENT/MATERIALS	MANUFACTURER
Electric Unit Heater	Markel
Ventilation Hood	Greenheck

It is understood and agreed that, if awarded a Contract, the Bidder shall not make any additions, deletions or substitutions to this certified list without the consent of the Owner. Failure to identify a manufacturer for any or all of the items listed shall constitute an entry of one of the manufacturers listed in its respective technical specification.

CERTIFICATION AFFIDAVIT

THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED A CONTRACT, THIS CERTIFICATION SHALL BE ATTACHED THERETO AND BECOME A PART THEREOF.

W.B. Brawley Company
[If Bidder is not an individual, enter entity name here]

By: _____
(Signature)

NAME OF SIGNER: Randall A. Grubb
(Please Print or Type)

TITLE OF SIGNER: Vice-President
(Please Print or Type)

DATE: October 13th, 2022

BID SECURITY:

Accompanying this Proposal is a (1) "Bid Bond" Attached in the amount of (2) 5% of Total Bid Dollars ($_____).

NOTE:
(1) Insert the words "bank draft," "certified check," "bid bond", or "cashier's check", as the case may be.
(2) Amount must be equal to at least five percent (5%) of the total Bid.

BIDDER'S LICENSE:

The Bidder certifies that (he/she/it) is licensed as a Bidder under the specific North Carolina state law regulating his/her/its particular trade and that the number of the license under which he/she/it now operates is 73240.

BIDDER'S CERTIFICATION AS TO ORGANIZATION AND AUTHORITY:

The Bidder certifies that the Affidavit of Organization and Authority, like the other documents attached hereto, form an integral part of the Proposal, and the Bidder acknowledges that the Owner will rely on the information provided therein in reviewing the Proposal and awarding a Contract.

LIQUIDATED DAMAGES:

The Bidder agrees, further, that the Owner may retain those amounts indicated in the Contract from the amount of compensation due the Bidder, under the terms of the Contract, for each and every day that the work remains incomplete and/or unsatisfactory beyond the completion date(s) specified in the Notice to Proceed. This amount is agreed upon as the proper measure of liquidated damages the Owner will sustain, per day, by the failure of the Bidder to complete the work within the stipulated time, and it is not to be construed in any sense as a penalty.

The Bidder shall not have or bring a claim against the Owner, or raise as a defense against the imposition of liquidated damages, other construction purportedly impeding Bidder's progress or timely project completion.

(SIGNATURE PAGE)

Dated October 13th, 2022.

W. B. Brawley Company (SEAL)
Bidder—Legal Entity

By: _____ (SEAL)
(SIGN HERE)

SEAL-if corporation

Randall A. Gambt
Printed Name

WB BRAWLEY COMPANY CORPORATE SEAL NORTH CAROLINA

5121 Kingdom Way, Suite 305
Raleigh, NC. 27607
Address

(919) 636-1338
Telephone No.

Subscribed and sworn to before me this 13th day of October, 2022

Amanda B. Brooks
Notary Public

My Commission Expires:
2/7/2027

AMANDA B BROOKS My Commission Expires NOTARY PUBLIC February 7, 2027 WAKE COUNTY, NC

Attach To Bid Attach To Bid Attach To Bid Attach To Bid Attach To Bid Attach To Bid Attach to Bid

AFFIDAVIT A

Town of Clayton
County of Johnston

Listing of the Good Faith Effort

Affidavit of: W. B. Brawley Company
(Name of Bidder)

I have made a good faith effort to comply under the following areas checked:
(A minimum of 50 points must be earned from the following list in order to have achieved a "good faith effort")

- ☑ **1 - (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid or proposal date and notified them of the nature and scope of the work to be performed.
- ☑ **2 - (10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or provided these documents to them at least 10 days before the bid or proposals are due.
- ☐ **3 - (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ **4 - (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☑ **5 - (10 pts)** Attended pre-bid meetings scheduled by the public owner.
- ☐ **6 - (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☑ **7- (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ **8 - (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses establish credit.
- ☐ **9 - (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☑ **10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS 143-128.2(d). Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 10-13-2022 Name of Authorized Officer: Jeremy K. Thompson

Signature: _____

Title: Project Manager

AMANDA B BROOKS NOTARY PUBLIC My Commission Expires February 1, 2027 WAKE COUNTY, NC

Subscribed and sworn to before me this 13th day of October 2022

Notary Public Amanda B. Brooks

My commission expires 2/1/2027

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

Identification of Minority Business Participation

I, W.B. Bramley Company,
(Name of Bidder)
do hereby certify that on this project, we will use the following minority business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work type	*Minority Category
Phoenix Contracting Inc. Holly Springs, N.C. / (919) 890-8797	Metal Panels	MBE (F)
ETC Contracting, Inc. Raleigh, N.C. / (919) 772-4114	Concrete	Hub/MBE (F)
AAA Signs Yadkinville, N.C. / (336) 679-3344	Signage	MBE (F)

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**), American Indian (**I**), Female (**F**), Socially and Economically Disadvantaged (**D**)

The total value of minority business contracting will be ($) 84,500.00.

MBE-1

BIDDER'S CERTIFICATES
AFFIDAVIT OF ORGANIZATION AND AUTHORITY
SWORN STATEMENT

STATE OF North Carolina)

COUNTY OF New Hanover)

Randall A. Grubb being first duly sworn on oath deposes and says that the Bidder on the attached Bid Proposal is organized as indicated below and that all statements herein made are made on behalf of such Bidder and that this deponent is authorized to make them.

(Fill Out Applicable Paragraph)

CORPORATION:

The Bidder is a corporation organized and existing under the laws of the State of North Carolina, it operates under the legal name of W.B. Bramley Company, and the full names of its officers are as follows:

President Jon Gore
Secretary Robin Nash
Treasurer Steve Eggell

and it does X have a corporate seal. The Vice-President is/are authorized to sign construction proposals and contracts for the company ~~by action of its Board of Directors taken~~ _____ ~~, a certified copy of which is hereto attached.~~ (Strike out this last phrase if not applicable.)

PARTNERSHIP:

The Bidder is a [limited/general] partnership consisting of individual/corporate partners as follows:

General Partners	Limited Partners

The partnership does business under the name of :_____

LIMITED LIABILITY COMPANY:

The bidder is a [member-managed/manager-managed] limited liability company consisting of the following individual/corporate members/managers:

Managers	Members

INDIVIDUAL:

The Bidder is an individual whose full name is:

_____

and if operating under a trade name, said trade name is as follows:

_____

The business address of the Bidder is: _____

_____

_____

Its phone number is: _____

The contact person for this Proposal is: _____

_____

Bidder

By: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

_____ _____

Notary Public County

My Commission Expires:

_____

(Use the following form for execution by a CORPORATION):

W.B. Brawley Company
Corporate Name

ATTEST:

(Assistant) Secretary

W.B. BRAWLEY COMPANY CORPORATE SEAL NORTH CAROLINA

BY:
(Vice) President

(CORPORATE SEAL)

(Use the following form for execution by a PARTNERSHIP):

_____(SEAL)
Partnership Name

BY: _____(SEAL)
General Partner

(Use the following form for execution by a LIMITED LIABILITY COMPANY):

_____(SEAL)
Company Name

BY:_____(SEAL)
Manager/Member

(Use the following form for execution by an INDIVIDUAL):

BY:_____(SEAL)

WITNESS:

_____

Subscribed and sworn to before me this 13th day of October, 2022

Amanda B. Brooks
Notary Public

Wake
County

My Commission Expires:

2/7/2027

AMANDA B BROOKS NOTARY PUBLIC My Commission Expires February 7, 2027 WAKE COUNTY, NC

EQUAL EMPLOYMENT OPPORTUNITY ADDENDUM ("ADDENDUM")

During the performance of the Contract the Bidder agrees as follows:

a. The Bidder shall not discriminate against any employee or applicant because of race, color, religion, sex, or national origin. The Bidder shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.

b. The Bidder shall, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c. The Bidder shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract understanding, a notice, to be provided, advising the labor union or worker's representative of the Bidder's commitments under the Equal Employment Opportunity Section of the Contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. In the event of the Bidder's noncompliance with the nondiscrimination clauses of the Contract or with any of such rules, regulations, or orders, the Contract may be canceled, terminated, or suspended in whole or in part and the Bidder may be declared ineligible for further OWNER contracts.

e. The Bidder will include the provisions of this Addendum in every subcontract or purchase order unless exempted by rules, regulations, or orders of the OWNER so that such provisions will be binding upon each Subcontractor or vendor.

NON-COLLUSIVE AFFIDAVIT

State of North Carolina)
) ss.
County of New Hanover)

Randall A. Grubb being first duly sworn, deposes and says that:

(1) He/she is the Vice-President (Owner, Partner, Officer, Representative or Agent) of W.B. Brawley Company, the BIDDER that has submitted the attached BID PROPOSAL;

(2) He is fully informed respecting the preparation and contents of the attached BID PROPOSAL and of all pertinent circumstances respecting such BID PROPOSAL;

(3) Such BID PROPOSAL is genuine and is not a collusive or sham BID PROPOSAL;

(4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm, or person to submit a collusive or sham BID PROPOSAL in connection with the Contract for which the attached BID PROPOSAL has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any BIDDER, firm, or person to fix the price or prices in the attached BID PROPOSAL or of any other BIDDER, or to fix any overhead, profit, or cost elements of the BID PROPOSAL price or the BID PROPOSAL price of any other BIDDER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against The Town of Clayton, or any person interested in the proposed Contract;

(5) The price or prices quoted in the attached BID are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

AMANDA B BROOKS NOTARY PUBLIC WAKE COUNTY, NC My Commission Expires February 7, 2027

W.B. Brawley Company
BIDDER

BY _____

ITS Vice-President
(Title)

Subscribed and sworn to before me this 13th day of October, 2022

Amanda B. Brooks
Notary Public

Wake
County

My commission expires 2/7/2027

END OF AFFIDAVIT

NONDISCRIMINATION CLAUSE

It is specifically agreed as part of the consideration of the signing of this Bid Proposal, and the resulting execution of a Contract, that the parties hereto, their agents, officials, employees or servants shall not discriminate in any manner on the basis of age, handicap, race, color, creed, or national origin with reference to the subject matter of the Contract, no matter how remote.

This provision, being incorporated for the benefit of the Town of Clayton and its residents, may be enforced as set out in the ordinances of the Town of Clayton, enforcement of this provision shall be by action for specific performance, injunctive relief, or other remedy as by law provided.

This provision shall be binding on the successors and assigns of the parties hereto with reference to the subject matter of the Contract.

(Use the following form for signatures by a CORPORATION):

W.B. Brawley Company
Corporate Name

ATTEST:

(Assistant) Secretary

BY: (Vice) President

(Printed Name)

Randall A. Grubb
(Printed Name)

(Corporate Seal)

W B BRAWLEY COMPANY CORPORATE SEAL NORTH CAROLINA

(Use the following form for signatures by a PARTNERSHIP):

WITNESS

(Printed Name)

(SEAL)
Partnership Name

BY: (SEAL)
General Partner

(Use the following form for signatures by a LIMITED LIABILITY COMPANY):

_____ WITNESS

_____ (Printed Name)

_____ (SEAL)
Company Name

BY: _____ (SEAL)
Manager/Member

(Use the following form for signatures by an INDIVIDUAL):

_____ (SEAL)

_____ (Printed Name)

_____ WITNESS

_____ (Printed Name)

Subscribed and sworn to before me this 13th day of October, 2022

Amanda B. Brooks
Notary Public

Wake
County

My Commission Expires:
2/7/2027

AMANDA B BROOKS
My Commission Expires
NOTARY PUBLIC
February 7, 2027
WAKE COUNTY, NC

BID BOND

This is a Bid Bond that is subject to the provisions of Article 3 of Chapter 44A of the North Carolina General statutes.

This Bid Bond is executed on October 13th, 2022

The name of the PRINCIPAL is WB Brawley Company (1)

Corporation (2)

The name of the SURETY is Travelers Casualty and Surety Company of America

One Tower Square, Hartford, CT 06183

The TOWN OF CLAYTON, NORTH CAROLINA is the OWNER.

The amount of the Bond is Five Percent of Amount Bid

(Dollars) ($ 5%)

KNOW BY ALL MEN BY THESE PRESENTS, the Principal and Surety above named are hereby held and firmly bound unto the above named OWNER hereinafter called the OWNER in the penal sum of the amount stated above in lawful money of the United States, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the OWNER a certain Bid Proposal, attached hereto and hereby made a part hereof to enter into a Contract in writing, for the construction of:

Project #700-ENG-2022-16
Clayton Fire Station Improvements

NOW, THEREFORE

(a) If said Bid Proposal shall be rejected; or in the alternate,

(b) If said Bid Proposal shall be accepted and the Principal shall execute and deliver a Contract in the form of Contract attached hereto (properly completed in accordance with said Bid Proposal) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid Proposal, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bid Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid Proposal; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

ATTEST:

(Principal) Secretary
(SEAL)

WB BRAWLEY COMPANY
CORPORATE
SEAL
NORTH CAROLINA

WB Brawley Company
Principal

By: _____ (3)

5121 Kingdom Way, Ste. 305, Raleigh, NC 27607
(Address)

Witness as to Principal
5121 Kingdom Way, Suite 305
Raleigh, N.C. 27607
(Address)

ATTEST:

N. C. Resident Agent
(SEAL) Samantha Argenio

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CONN.

Travelers Casualty and Surety Company of America
Surety

By: _____

Samantha Argenio (4)
(Name)
One Tower Square, Hartfort, CT 06183
(Address)
919-281-4500
(Phone Number)

Witness as to Surety

4309 Emperor Blvd., Ste. 300, Durham, NC 27703
(Address)

(1) Insert the correct name of Principal.
(2) Insert whether the Principal is a corporation, a partnership, a limited liability company or an individual.
(3) If Principal is a partnership, all partners should execute the Bid Bond. If Bidder is a limited liability company, all managers (or all members, if the company is member-managed) should execute the Bond.
(4) Provide contact name, address and phone number for bid bond surety.

POWER OF ATTORNEY
(Attach)

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Samantha Argenio** of **DURHAM**, **North Carolina**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 13th day of October, 2022.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

License year

2022

License No.

73240

North Carolina

Licensing Board for General Contractors

This is to Certify That:

WB Brawley Company

Wilmington, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited

Classification: Building

until

December 31, 2022

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

January 04, 2022

This certificate may not be altered.

LICENSING BOARD FOR GENERAL CONTRACTORS * NORTH CAROLINA * MAY 20, 1775

J. E. Thomas

Chairman

C. Frank Wiesner

Secretary-Treasurer