



Town of Clayton
Regular Town Council Meeting Agenda
Monday, June 3, 2019 @ 6:00 PM
Council Chambers

1. CALL TO ORDER

Pledge of Allegiance and Invocation

2. ADJUSTMENT OF THE AGENDA

3. CONSENT AGENDA

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

- a. Draft Minutes
 - May 20, 2019 - Regular Session
[May 20 2019 DRAFT Minutes](#)
- b. Recognition - Chi Xi Zeta
[Recognition](#)
- c. Proclamation - Charles Strickland Retirement
 - 43 Years of EMS/Rescue Service
[Proclamation](#)
- d. Warranty Acceptances
 - Parkview, Phases 8 & 9
 - Summerlyn, The Groves
 - Bristol at Cobblestone, Phase 4
[Parkview Phase 8 & 9](#)
[Summerlyn, The Groves](#)
[Bristol at Cobblestone, Phase 4](#)
- e. Resolution Directing Clerk to Certify Sufficiency - Annexation
 - 2019-100-ANX -Parkview Subdivision Phases 12, 16 & 17
[Resolution](#)

POTENTIAL ACTION: Adoption of Consent Agenda as Presented

4. ADMINISTRATIVE ITEMS

- a. Recommendation of Advisory Board Appointment
Presenter: Kimberly Moffett, Town Clerk
 - Howard Manning - Public Art Advisory Board
[Cover](#)
[Application](#)

POTENTIAL ACTION:

Appointment to Fill Unexpired Term

5. INTRODUCTIONS AND SPECIAL PRESENTATIONS

- a. Employee Introduction & Promotions
Presenters: Dale Medlin, Electric Department Director and Byron Poelman, Distribution & Collection System Manager
 - John Beasley - Electric Technician III
 - Michael Carpenter - Water & Sewer Preventative Maintenance
- b. Presentation of Recognition to Chi Xi Zeta
Presenter: Jody McLeod, Mayor

6. PUBLIC HEARINGS

- a. 2019-12-ANX - East Clayton Elementary School - Annexation (*Continued*)
Presenter: David DeYoung, Economic Development Director

POTENTIAL ACTION:

Table to July 15, 2019

- b. FY 2019-2020 Budget Presentation (*Continued*)
Presenter: Adam Lindsay, Town Manager



[Cover](#)

[Presentation - Updated](#)

[Newspaper Ad](#)

[Ordinance -Budget FY 19-20](#)

[Ordinance - Fees & Charges](#)

POTENTIAL ACTION:

Adoption Ordinances #2019-06-01 & 2019-06-02

- c. 2019-86-OA - Recreation Open Space Credits
Presenter: Planning Department

[Cover](#)

[Application](#)

[Staff Report - Final](#)

[Newspaper Ad](#)

[Clean Copy](#)

[Strikethrough Copy](#)

[Consistency Statement](#)

[Planning Board Recommendation](#)

POTENTIAL ACTION:

Discussion & Table Decision to June 17, 2019

7. OLD BUSINESS

8. NEW BUSINESS

- a. Advanced Metering Infrastructure "AMI" Project Update
Presenters: Ann Game, Customer Service Director and Robert McKie, Finance Director
 - [Cover](#)
 - [Bid Summary and Recommendation](#)
 - [Powerpoint Presentation](#)
 - [Resolution](#)

POTENTIAL ACTION: Adoption of Resolution #2019- 16

- b. Johnston County/Town of Clayton - Interlocal Agreements Fire Protection Services

Presenter: Lee Barbee, Fire Chief

[Cover](#)

[Interlocal Agreement Contract](#)

[Appendix A](#)

[First Responder Agreement 2019](#)

[Clayton Appendix C](#)

[Cardiac Arrest Agreement 2019](#)

[Fire Contract 2019-2021 - Summary of Changes](#)

POTENTIAL ACTION: Approve Execution of Agreements

- c. Budget Amendment - CAMPO LAPP Projects

Presenter: Robert McKie, Finance Director

[Cover](#)

[Ordinance - CAMPO LAPP](#)

[Ordinance - Special Revenue](#)

POTENTIAL ACTION: Approval of Ordinances #2019-06-03 & #2019-06-04

- d. General Obligation Bond Resolutions for Parks and Recreational Facilities

Presenter: Robert McKie, Finance Director

[Cover](#)

[Resolution - Intent to File](#)

[Resolution - Publication Notice](#)

POTENTIAL ACTION: Adoption of Resolutions #2019-17 & #2019-18

9. STAFF REPORTS

- a. Town Manager
 - b. Town Attorney
 - c. Town Clerk
 - d. Other Staff
 - Main & Fayetteville Streets - Traffic Review Update
- Presenter:* Blair Myhand, Police Chief

10. OTHER BUSINESS

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

11. ADJOURNMENT

Quasi-Judicial (evidentiary) – These hearings are different from other public hearings in that they resemble a court hearing where testimony is presented and the Town Council acts like a court of law. During evidentiary hearings, the Town Council receives only sworn testimony and other credible evidence. In addition, the Town Council must make findings of fact based upon the evidence presented. Citizens may give testimony in an evidentiary hearing after they have taken an oath.



Town of Clayton
Regular Town Council Meeting Minutes
Monday, May 20, 2019 @ 6:00 PM
Council Chambers

COUNCIL PRESENT:

Mayor Pro Tem Grannis
Council Member Satterfield
Council Member Thompson
Council Member Bunn

STAFF PRESENT:

Adam Lindsay, Town Manager
Nancy Medlin, D/Town Manager
Katherine Ross, Town Attorney
Kimberly Moffett, Town Clerk
Dale Medlin, Electric Director
Scott Barnard, Parks & Rec Director
Rich Cappola, Public Works Director
Blake Mills, A/Public Works Director
Stacy Beard, Public Information Officer

COUNCIL ABSENT:

Mayor McLeod
Council Member Holder

1 CALL TO ORDER

Pledge of Allegiance and Invocation

- a) Mayor Pro Tem Grannis called the meeting to order at 6:02 p.m. and led everyone in the Pledge of Allegiance as well as offering the Invocation.

2 ADJUSTMENT OF THE AGENDA

- a) Mr. Lindsay requested that Recognition of Public Works Week be added as Item 4b.

3 CONSENT AGENDA

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

- a) Warranty Acceptance
- Parkview, Phases 10 & 11
- b) Draft Minutes
- May 6, 2019 - Regular Session
 - May 6, 2019 - Closed Session

ACTION: Adoption of Consent Agenda as Presented

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

4 ADMINISTRATIVE ITEMS

- a) Warranty Acceptances
 - Sunbelt General Tools
 - Summerlyn, The Groves

ACTION: Approval of Warranty Acceptances

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

- b) Recognition of Public Works Week
Presenter: Rich Cappola, Public Works Director

ACTION: Approval of Recognition

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

5 INTRODUCTIONS AND SPECIAL PRESENTATIONS

- a) Employee Promotions
Presenters: Dale Medlin, Electric Department Director & Scott Barnard, Parks & Recreation Director
 - Conner Franks, Electric Crew Supervisor
 - Amy Shearin, Special Events & Marketing Coordinator

Mr. Medlin stated he was very happy to announce that Conner Franks was recently promoted to Electric Crew Supervisor. Mr. Franks was a member of the United States Marine and had several deployments prior to coming to work for the town in 2015. Council offered their thanks for his service to the country and the town and offered their congratulations.

Mr. Barnard stated he was also happy to announce that Amy Shearin was selected as the Special Events Marketing Coordinator. Ms. Shearin has been with the town for over 5 years in the youth programming area. Council Member Bunn stated the concert on Thursday went off without a hitch and offered his thanks to the entire staff. Council offered their congratulations.

- b) Park Scholars
Presenter: Amy Shearin, Special Events & Marketing Coordinator

Ms. Shearin introduced Charlotte, a student from NC State. She shared details about the Legacy Project which has been in progress for two years. The group of students who were part of this project designed and funded four musical instrument panels that will be installed at the Harmony Playground. One of the projects was shown. A total of \$7,000 was raised for this project and \$2,000 of the funding that was not used was donated to the playground. Mayor Pro Tem Grannis offered his sincere thanks and appreciation.

6 PUBLIC HEARINGS

- a) FY 2019-2020 Budget Presentation
Presenter: Adam Lindsay, Town Manager

Mr. Lindsay provided a Power Point presentation and shared details regarding the budget process. He shared details about the direction of this budget to include Capital Items. Staff was tasked with looking at the many aspects and timings of wants and needs. The tax rate will remain the same at \$.58. There was discussion regarding General Bond Obligation being placed on the November ballot. The anticipated bond referendum would be \$18M. There was discussion regarding major projects to include revitalization of Municipal Park, Clayton Community Park, East Clayton Park, and Community Center. Mr. Lindsay shared some budget highlights to include closing an almost \$7M gap. He shared details regarding ad valorem tax revenue. He stated that ad valorem is the primary way that municipalities are allowed to raise revenue. He shared details about the re-evaluation that is currently taking place in Johnston County and how that will affect Clayton's revenue. Also discussed was sales tax revenue and restricted and unrestricted funds. Parks & Recreation fees are being proposed for changes. Citizens would no longer pay membership fee, however, out of town citizens would continue to pay a membership fee. Citizens would be offered a discount of 50% from fees. Also discussed were Open Space Fee. These are fees that are paid by developers to assist in parks and recreation needs. These increases would be phased in a step process. Developers are being contacted by staff to keep them informed. Mr. Lindsay stated a total of 14 new positions were being added, with majority in the Fire Department. He shared details about converting part time positions into full time positions. Mr. Lindsay also shared other position that were being recommended for approval. Also shared was information regarding a 9% water and sewer rate increase and possible future increase amounts. A rate example was provided that showed current bill of \$73.85 would increase to \$85.57. Mr. Lindsay also shared information regarding AllStar trash pickup and addition of loose leaf pick up. Citizens would see a rate increase of \$2.43 which would include loose leaf pick up. There was discussion regarding personnel costs and benefits to include pay and classification study average increase of 2.5%, COLA increase of 3%, state health insurance increase of 7% and NC Retirement Fund contribution increase of 1.2%. Also shared was information regarding capital projects to include; Town Hall Parking expansion, Sam's Branch Phase II, Payton Drive Extension, Railroad Corridor Parking Concept, Harmony Playground Amenities and Parking, ADA Compliance, Sidewalk Master Plan and Relocation of Customer Service.

Mr. Dean Penny was present and shared a brief update regarding the Harmony Playground. Goal was to raise \$800,000 and currently is at \$650,000. In discussion with Johnston County for possible donation of \$100,000. Groundbreaking ceremony is scheduled for October 12, 2019. Annual Gala will be held on October 19, 2019 at The Farm on Highway 42. Mr. Dean offered his thanks to the town for the support.

Mr. Lindsay offered special thanks to staff for assistance and also to council for input and guidance.

Council Member Bunn asked that prior to voting that two issues be discussed to include police vehicles and relocation of Customer Service Office. He stated that he cannot wrap his head around replacing a vehicle with only 72,000 miles. He is comfortable with 100,000 miles. Council Member Satterfield stated he agreed with the understanding that there might also be a "lemon". Mr. Lindsay provided details about what happened to the vehicle after it is replaced and stated these vehicles then go into a spare status. Mr. Lindsay stated that comparison of other municipalities indicated we were in alignment with what we currently do. Council

Member Bunn questioned the moving of customer service at a cost of \$334,000. He had concerns with that move. Council Member Satterfield also stated he had concerns about the cost of the move. Council Member Thompson stated he would like to see Customer Service remain in Town Hall or perhaps look at possibility of space within the Police Department. Mayor Pro Tem Grannis asked about what might happen with current Customer Service space. Mr. Lindsay stated hope was to move HR into a private area as well as moving the PIO Office closer to Administration. Mr. Lindsay stated he would like to see a glass wall similar as what is located in Planning. This would help to provide additional security. The space that would be vacated by the PIO would go back for rental usage. It is unknown where Parole, who currently occupies the building, would relocate. There was discussion regarding current and future space requirements by Customer Service. It was agreed that additional discussion would be required.

Noted as a public hearing and floor opened to public.

Mr. Ahlert was present and stated he was disappointed and felt increases were too high.

Mr. Blum stated offered his thanks for all the hard work that went into the budget. He stated he figured it would be a 16% increase for households. He shared his concerns about stating there was no tax rate increase and did not share details about increase in tax bills. He stated he believed if budget was passed as it, there would be a lot of very upset people. He stated he has always been very happy with the council and the way the town operates, however, he feels we are being over ambitious and most folks can't afford it. He feels it is fiscally irresponsible with all the increases. He asked that council taking a closer look and perhaps cut out one or two of the capital projects and reduce tax rate from \$.58 to perhaps \$.53 or \$.54. He again stated that public needed to be informed.

Council Member Satterfield stated the council had deferred many projects. Mr. Blum stated he understood that. He again spoke and stated it was his belief that the best option would be to do a bond.

With nothing further, the public hearing was closed at 7:32 pm.

Mayor Pro Tem Grannis suggested the Public Hearing be continued to allow additional citizens to share input.

ACTION: Continue Public Hearing to June 3, 2019

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

7 NEW BUSINESS

- a) Asset Inventory Analysis
Presenters: Rich Cappola, Public Works Director & JD Solomon, Jacobs

Mr. Solomon provided an in-depth informational presentation regarding the Water & Wastewater Asset Management Grant.

Mr. Solomon provided details about the fundamental elements of asset management. He shared information regarding Little Creek Water Facility, Lift Station, Water Distribution System and Wastewater Collection System.

There was discussion regarding lift station and life expectancy. Mr. Solomon stated it was in good condition and would serve us well. Mr. Solomon stated that staff was doing a great job all around.

There were no further questions. Council offered their thanks and appreciation.

Mr. Cappola stated next step would be final grant application for approval.

ACTION: None - Informational Only

b) **NCDOT Sidewalk Maintenance Agreement**

Presenter: Blake Mills, Asst. Public Works Director

Mr. Mills shared details regarding the NCDOT Sidewalk Maintenance Agreement. This would cover 40 intersections, 24 of which are NCDOT and 16 town intersections. NCDOT would pay in full for their intersections and 80% of our intersections. This was already included in the budget, however, the money is required earlier than anticipated. Approval of agreement was requested.

Council Member Satterfield asked when final number would be available. Mr. Mills stated final numbers are never in until project is completed, however, he feels confident with the requested figure amount of \$20,295.

ACTION: Approval of Agreement

Motion: Council Member Satterfield

Second: Council Member Bunn

Vote: Unanimous

8 **STAFF REPORTS**

a) **Town Manager**

b) **Town Attorney**

c) **Town Clerk**

d) **Other Staff**

- **150 Celebration Update & Events**

Presenters: Stacy Beard, Public Information Officer & Michelle Bonham, Magnolia & Grace Events

Ms. Beard provided an update and stated that plans are underway for year-long events. She shared details about 150 Acts of Kindness, Throwback Thursday Posts, 150th Certificates to Recognize those who have helped to shape Clayton. One-time events include Tar Heel Traveler event, Historic Marker along Front Street on June 28 at 10:00 a.m., Ghost Tour with live characters, Clayton Piano Festival, working with American Legion, Multi-Church Choir Event, Clayton HS Alumni Sports Hall of Fame in the Fall and Hall of Honors in the Spring, and Cooper Heritage Alumni Association may be part of a storytelling event at Clayton Center.

Additionally there will be a 150th commemorative ornament available during the holidays. We are also looking at decorating the Town Christmas Tree with a 150th theme. Discussed permanent stage as gift to the town and the hope is to have plans ready to share in the next few weeks. Ms. Beard stated she would be sure to get dates of known events on council calendar.

9 OTHER BUSINESS

a) Informal Discussion & Public Comment

Sue Johnson shared details regarding Scott Mason, The Tar Heel Traveler. Presentation and Book Signing. This event will be held on June 13 at The Gateway Event Center.

b) Council Comments

10 ADJOURNMENT

a) With there being nothing further, the meeting was adjourned at 8:25 p.m.

ACTION: Motion to Adjourn

Motion: Council Member Bunn

Second: Council Member Satterfield

Vote: Unanimous

Duly adopted this the 3rd day of June, 2019 while in regular session.

Jody L. McLeod
Mayor

ATTEST:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk

Recognition

WHEREAS, Chi Xi Zeta Chapter was founded on June 7, 2009 and will celebrate 10 years of service to the community; and

WHEREAS, since its inception in 2009, Chi Xi Zeta Chapter has strived to and continues to build its presence in the Clayton community; and

WHEREAS, Chi Xi Zeta has participated in numerous community service events including participating in the Clayton Harvest Festival for the past 9 years and also began volunteering at Derby Day in May 2018; and

WHEREAS, the Chapter has partnered with Harbor Inc., and The Clayton Center, with the vision to better serve the local community; and

WHEREAS, to date, Chi Xi Zeta has awarded over \$4,000 in book scholarships to high school seniors and college freshman residing in and around the Johnston County area and also sponsor three youth groups for girls ages 3-18 who meet monthly to participate in educational and community service activities; and

WHEREAS, the Chapter has recently partnered with other members of the National Pan-Hellenic Council and North Carolina Med Assist to sponsor and volunteer at its first Free Pharmacy held in Johnston County, making it possible for over 800 members of the community to access over the counter medication, at no cost to them; and

WHEREAS, Chi Xi Zeta takes great pride in being part of an inclusive organization that welcomes all women who will dedicate themselves to the causes for which it stands; and

NOW, THEREFORE, the Honorable Mayor and Town Council of the Town of Clayton, North Carolina, hereby recognize Friday, June 7, 2019, as:

“CHI XI ZETA DAY”

FURTHER, we urge all citizens to celebrate, support and recognize the work this chapter has done and continues to do, by serving the community.

Duly adopted this the 3rd day of June, 2019 while in regular session.

Jody L. McLeod, Mayor

Proclamation

Whereas, everyday people rely on emergency medical service (EMS) systems to help them in their hour of greatest need. We take comfort in knowing that well trained, caring men and women are only a phone call away from treating injuries sustained in a car crash, responding to a cardiac emergency, or helping a child with asthma breathe easier. When accidents and illnesses strike unexpectedly, EMS personnel are the first on the scene, and their timely actions often make the difference between life and death; and

Whereas, Charles Strickland is a life-long resident of Clayton and has proudly served our citizens for 43 years with Clayton Rescue and EMS and has saved and improved thousands of lives; and

Whereas, Charles Strickland began his career with Clayton Rescue and EMS in September 1976 while still in school; and

Whereas, Charles Strickland graduated Clayton High School in 1977 and earned his EMT and served numerous leadership roles throughout his career; and

Whereas, Charles Strickland has dedicated his life to instilling the importance of community service to multiple generations of youth through his service as a Junior Member and Cadet Advisor; and

Whereas, Charles Strickland is retiring from Johnston County EMS on June 15, 2019 and has earned the respect, admiration and high regard of all with whom he came into contact; and

Now, therefore on behalf of the citizens of Town of Clayton, the Clayton Council extends our heartfelt appreciation for his many years of service and send our best wishes for a long, happy and healthy retirement and hereby proclaim June 13, 2019 be recognized as

Charles Strickland Day

Duly proclaimed this 3rd day of June 2019 while in regular session.

Jody L. McLeod
Mayor



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

MEMORANDUM

To: Kimberly Moffett, Town Clerk

From: Chris Rowland, Construction Project Administrator 

Copy: Donnie Adams, Adams & Hodge Engineering
Karen Durham, Engineering & Inspections Coordinator

Date: April 22, 2019

Subject: Parkview, Phases 8 & 9

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



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

MEMORANDUM

To: Kimberly Moffett, Town Clerk

From: Chris Rowland, Construction Project Administrator 

Copy: Tom Speight, Bateman Civil Survey
David Stallings, Granite Land & Timber
Karen Durham, Engineering & Inspections Coordinator

Date: May 21, 2019

Subject: Summerlyn, The Groves

Please place a warranty acceptance request for the subject public, asphalt paved street sections on the next available agenda. Following acceptance, the sections will be subject to a one-year warranty period. Following expiration of the warranty, a final inspection will be done with all deficient items corrected by the developer prior to final acceptance.



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

MEMORANDUM

To: Kimberly Moffett, Town Clerk

From: Chris Rowland, Construction Project Administrator 

Copy: Danny Blackburn, Blackburn Consulting Engineering
Karen Durham, Engineering & Inspections Coordinator

Date: May 23, 2019

Subject: Bristol at Cobblestone, Phase 4

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

**ANNEXATION PETITION 2019-100-ANX
Portion of Parkview Subdivision Phs. 12, 16, & 17
Parcel: 05029052
Owners: Sam's Branch II, LLC
Contiguous; 0.69 +/- acres**

**TOWN OF CLAYTON
RESOLUTION DIRECTING THE CLERK TO INVESTIGATE
A PETITION RECEIVED UNDER G.S. 160A-31**

WHEREAS, a petition requesting annexation of an area described in said petition was received on May 17, 2019, by the Town of Clayton; and

WHEREAS, G.S. 160A-31 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Town Council of the Town of Clayton deems it advisable to proceed in response to this request for annexation:

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Clayton that:

The Town Clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify as soon as possible to the Town Council the results of her investigation.

Duly adopted this 3rd day of June 2019, while in regular session.

ATTEST:

Jody L. McLeod,
Mayor

Kimberly A. Moffett, CMC
Town Clerk



Town Council Agenda Cover Sheet

Meeting Date

June 3 2019

Agenda Location

Administrative

Item Title

Public Art Advisory Board Appointment Recommendation

Presenter

Kimberly Moffett, Town Clerk

Summary/Description

An application was received for the current vacancy on the Public Art Advisory Board. Staff is recommending appointment of Howard Manning to fill unexpired term on the Public Art Advisory Board with term expiration of 12/31/2019.

Requested Action

Approval

Funding Source (If Applicable):

N/A

Cost: N/A Yes ☐ No ☒

Additional Documents to be Included in Agenda Packet

Application

Meeting Timeline

Click or tap here to enter text.



Clerk's Office Use	
Date Rec'd:	5.21.19
Town/ETJ:	ETJ

ADVISORY BOARD CANDIDATE APPLICATION

The Town of Clayton welcomes and appreciates your interest in serving the Town. This application is designed to gather information to evaluate your qualifications. Candidates may be interviewed prior to appointment.

If requesting consideration for more than one board, please submit a separate application for each board.

CHOOSE ONE:

- | | |
|--|---|
| ☐ Planning Board | ☐ Board of Adjustment |
| ☐ Downtown Development Association | ☐ Library Advisory Board |
| ☐ Recreation Advisory Committee | ☐ Fire Department Advisory Board |
| ☒ Public Arts Advisory Board | |

PLEASE NOTE: In accordance with North Carolina law, this application is a public record and will be disclosed upon request without notice. If there is any information you do not want released to the public, please do not include it.

Please type or print using dark ink.

Name: Howard Manning

Mailing Address: 1101 Deer Run

Physical HOME Address: 1101 Deer Run 27520

Phone Number (HOME): 919-210-4045 (WORK) 919-585-7005

FAX Number: _____ Mobile Number: _____

Email Address: Manningsrooftop@gmail.com

☐ Female*

☒ Male*

Employer: Mannings Rest.

Occupation: Chef & Rest. Owner

*This information is voluntary and is requested for the sole purpose of assuring that a cross section of the community is appointed; NCGS 143-157.1

Residency within the Town limits or ETJ (extra territorial jurisdiction) is required for membership on **most** Council advisory boards.

Length of residence in Clayton: 15 Years

Do you live in **Clayton Corporate Limits**: ☐ Yes ☐ No **ETJ**: ☒ Yes ☐ No

How did you find out about this board?

☐ Facebook ☐ Website ☐ Newspaper ☐ Twitter
☐ TV ☒ Friend ☐ Email ☐ Other

Outline your qualifications and why you wish to serve on the board you indicated:

Enjoy art and making my town a beautiful Area!
Sculptures say a lot for the surroundings that we
care!

State why you believe you would be an asset to this board:

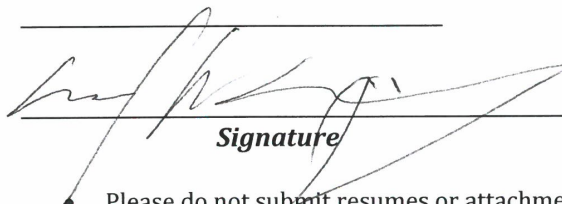
Don't get hung up making choices, can be a
deciding voice. Just want to get involved

Do you anticipate a conflict of interest if asked to serve as a member of the requested board:

☒ No ☐ Yes *If Yes, please explain:*

Please list any current or previous service to the community, civic organizations, activities and any special talents:

Boards/Civic Organization/Talents	From	To


Signature

5/21/19
Date

- Please do not submit resumes or attachments.
- This application is a PUBLIC RECORD.
- Information contained in the application will be considered when making appointments.
- Candidates may be interviewed prior to appointment.
- If not initially appointed to serve, applications will remain active for one year from date of receipt.

Applications should be submitted to the Town Clerk in person at 111 East Second Street, by mail at Town of Clayton, PO Box 879, Clayton, NC 27528 or via email at kmoffett@townofclaytonnc.org



Town Council Agenda Cover Sheet

Meeting Date

June 3 2019

Agenda Location

Public Hearings

Item Title

FY 2019-2020 Budget Presentation

Presenter

Adam Lindsay, Town Manager

Summary/Description

We will continue the discussion on the annual budget and present more in depth how rates and taxes are impacted and what new revenues will pay for in the capital improvement plan.

Requested Action

Approval

Funding Source (If Applicable):

N/A

Cost: N/A Yes ☐ No ☒

Additional Documents to be Included in Agenda Packet

Budget Ordinances #2019-06-01 & 2019-06-02

Meeting Timeline

Click or tap here to enter text.

FY 2019-2020 BUDGET TOWN OF CLAYTON

June 3, 2019



BUDGET DIRECTION

We've spent the past few years evaluating nearly 40 different General Fund capital project needs and wants based on Town Council's priorities related to transportation, public safety, and parks & recreation.

Capital projects are significant projects that have high costs and a useful life over many years. Examples of capital projects include streets, buildings, and parks.



BUDGET DIRECTION

It is important to have a capital improvement plan, sometimes called a CIP, in order to manage the timing, high cost, and complexity of these projects.

Clayton's CIP includes cost estimates, how we will pay for it, when we will pay for it, and even estimates how each project will impact the recurring or annual operating budget.



BUDGET DIRECTION

The CIP and Annual (balanced) Budget are both spending plans, the Council has been discussing and guiding both as part of the Annual Budget adoption process. Even though the CIP covers the next five years, how to pay for all five years is tied directly to the revenues in this year's budget.

Ultimately, with the help of the Town's Financial Advisor, Davenport & Company, the following 31 capital projects were selected and included in a five-year capital improvement plan.



CAPITAL PRIORITIES

Service	External Funded	Town Funded	Total Funded
Public Safety	\$11 million	\$11 million	\$22 million
Transportation (resurfacing, new, parking, sidewalks and greenways)	\$7.5 million	\$11 million	\$18.5 million
Parks & Recreation	\$2 million	\$14 million	\$16 million
Library	\$7.5 million	\$2.5 million	\$10 million
Operations	\$0	\$3 million	\$3 million



Capital Improvement Plan: FY 2020 – 2024

Project Summary and Associated Sources



	2020	2021	2022	2023	2024	Total	Notes on Sources
1 Uses:							
2 Southeast Side Fire Station	-	1,214,375	12,938,994	-	-	14,153,369	100% Debt Funded: Paid 37.5% from GF, 37.5% Claytex, 25% Enterprise Fund commencing in 2023
3 Public Safety Training Facility	-	-	-	230,836	2,587,524	2,818,360	70% Grant Funding, 15% Pay-Go, 15% Claytex
4 105' Platform Ladder Truck	-	-	-	-	795,870	795,870	Installment: 100% Claytex in 2024 with 50/50 with Claytex on DS beginning in FY 2025
5 Pumper Tanker Replacement	-	-	-	-	-	661,887	50% Claytex, 50% Town Pay-Go
6 Pierce Enforcer	-	-	661,887	723,261	-	723,261	50% Claytex, 50% Town Pay-Go
7 Southwest Side Fire Station	-	-	-	250,000	-	250,000	50% Claytex, 50% Town Pay-Go
8 Library - Existing Facility Expansion	-	-	-	-	9,529,250	9,637,050	\$107,800 is from donations / 75% donations and 25% Town cost in FY 2024 (Pay-Go or Installment Financing)
			107,800				
9 Municipal Park - Phase 1	-	4,471,250	25,000	-	-	4,496,250	\$250K grants and remainder GO in FY 2021 / Pay-Go in FY 2022
10 Clayton Community Center - Phase 2	10,000	1,650,000	-	-	-	1,660,000	Pay-Go in FY 2020 / GO in FY 2021
11 Clayton Community Center - Phase 3	-	-	-	-	1,806,250	1,806,250	50% Grants, 50% GO
12 Community Park Upgrade	-	-	-	281,250	956,250	1,237,500	GO Funding
13 East Clayton Community Park	-	3,921,250	-	-	-	3,921,250	\$446,250 Pay-Go, \$25K grants, \$3,450,000 GO
14 Harmony Playground & Facilities	1,600,000	-	-	-	-	1,600,000	\$25K Pay-Go, \$80K Grants, \$820K Donations, \$700,000 Town Pay-Go
15 Riverwood Mountain Bike Trail	-	-	250,000	-	250,000	500,000	\$50K Pay-Go, \$200K Donations in FY 2022 and FY 2024
16 Town Square Stage	750,000	-	-	-	-	750,000	\$600K Pay-Go, \$150K Donations
17 Horne Square Upgrade	-	18,750	-	375,000	-	393,750	All Pay-Go
18 Vehicle Rotation Plan	395,336	434,704	371,418	661,124	394,038	2,256,620	All Pay-Go
19 PD Building Renovations	-	-	-	200,000	-	200,000	All Pay-Go
20 Town Hall Parking Expansion	550,000	-	-	-	-	550,000	All Pay-Go
21 Sam's Branch Phase II	3,375,350	-	-	-	-	3,375,350	\$675,100 Pay-Go, \$2,700,250 Grants
22 Payton Drive Extension	500,000	-	-	-	-	500,000	All Pay-Go
23 Railroad Parking & First St. Extension	75,000	3,125,000	1,875,000	-	-	5,075,000	Pay-Go or Installment Financing
24 Operations Facility & Needs Study	40,000	-	187,500	1,375,000	-	1,602,500	Pay-Go or Installment Financing; Note: Electric and W/S Fund have \$120,000 on separate CIPs.
25 Proactive Road Maintenance Program	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	5,500,000	Mix of Pay-Go, Powell Bill, and DMV Tag Fees
26 ADA Transition Plan	70,000	250,000	250,000	250,000	250,000	1,070,000	All Pay-Go
27 Sidewalk Improvement and Maintenance Master Plan	69,000	109,000	109,000	109,000	109,000	505,000	All Pay-Go
28 Dump Truck Replacements	96,000	94,526	-	99,045	-	289,571	All Pay-Go
29 Parole Building / Utility Billing Up-Fit	334,000	-	-	-	-	334,000	All Pay-Go
30 42W Widening (NCDOT Match)	-	1,088,600	-	-	-	1,088,600	\$297K Pay-Go, \$791,100 Grants
31 Town-Wide Vehicle Replacement Plan	244,704	328,400	300,500	94,680	271,957	1,240,241	All Pay-Go except \$30,900 and \$44,000 from Claytex.
Total GO Bond Projects							\$
13,086,250							
Less: Potential Pay-Go / Grant Funding							(
1,624,375)							
Anticipated GO Bond Funded Cost							\$
11,461,875							
Total Installment Financing Projects							\$
20,528,369							
Less: Potential Pay-Go / Grant Funding							-
Anticipated Installment Financing Funded Cost							\$ 20,528,369

BUDGET DIRECTION

Several questions regarding this year's budget:

If the tax rate (\$0.58) isn't changing, why are my taxes going up?

What other fees are going up and why?

Would Clayton have raised my taxes this year if it weren't a revaluation year?

What is the \$18 million General Obligation Bond Referendum?



Budget Impact on Average Town Resident

	<u>Current Total Cost</u>	<u>New Costs</u>
Property Tax Bill on Home Valued at \$166,800*	\$967.44	\$174.14/year
Monthly Water/Sewer Utility Bill – 5,000 gallons**	\$73.85	\$11.72/month
Monthly Solid Waste Utility Bill ***	\$18.07	\$2.43/month

Total Impact on Monthly Utility Bill = \$169.80 annual or \$14.15 monthly

Annual Tax Bill Increase = \$174.14 annual or \$14.51 monthly

\$343.94 annual or **\$28.66 MORE A MONTH**

*\$166,800 is the median home value according to the [most recent Census Data](#) – the proposed increase is based on an 18% increase from the 2019 Johnston County Revaluation at the \$.58 Clayton tax rate (Actual increases will vary. To calculate the actual new cost to your property tax bill:

2019 property value multiplied by .0058 = 2019 Property Tax Bill

- 2018 property value multiplied by .0058 = [2018 Property Tax Bill](#)

Subtract the two and you'll have the increase coming in your property tax bill

[If you don't agree with the revaluation of your home, information on how to appeal can be found in the Johnston County Tax Office.](#)

**5,000 gallons is the typical monthly consumption for Town of Clayton residents

***Includes Weekly Garbage, Recycling, Yard Waste & Seasonal Loose Leaf Collection



BUDGET DIRECTION

Several questions regarding this year's budget:

If the tax rate (\$0.58) isn't changing, why are my taxes going up?

What other fees are going up and why?

Would Clayton have raised my taxes this year if it weren't a revaluation year?

What is the \$18 million General Obligation Bond Referendum?

BUDGET DIRECTION

Would Clayton have raised my taxes this year if it weren't a revaluation year?

Council has been discussing these and other capital needs and wants for many years and tasked staff with developing a specific plan these past two years. They have always intended to put a referendum before the voters for support for some of the CIP projects. As presented, they may put an \$18 million General Obligation Bond Referendum on the ballot in November 2019. Municipalities may only put voter approved bond referendums onto odd year election ballots per NC law.

BUDGET DIRECTION

Would Clayton have raised my taxes this year if it weren't a revaluation year?

The timing of the Revaluation was coincidental but certainly is playing a big role in the consideration and ultimate decision on where to set the tax rate. Based on the financial analysis it was determined that holding the tax rate would enable Council to implement a nearly \$70 million 31 project CIP.

BUDGET DIRECTION

Would Clayton have raised my taxes this year if it weren't a revaluation year?

Clayton does not assign or assess value to your property. This function is handled by Johnston County. Clayton sets its own tax rate and may choose to lower the tax rate any given year but faces more pressure to do so in a revaluation year.

The pressure to lower the tax rate is based on the idea of developing a budget that is revenue neutral, in this year's case: \$0.49.

Debt Affordability Analysis

Existing and Proposed Debt Service – Natural Tax Impact



Debt Service Requirements						Revenue Available for DS								Debt Service Cash Flow Surplus(Deficit)					
FY	Existing Debt Service	A CIP Debt Service	B CIP Pay/Go Cash	C CIP Operating Impact	D E Total	General Fund Budgeted Debt Service ¹	General Fund for Pay-Go ²	Budgeted Go Cash ³	Dedicated to Capital ⁴	Powell Bill Debt Service Funding ⁵	Claytex Debt Service Funding ⁶	Enterprise Funding of Debt Service ⁷	Total Revenue Available	Surplus/ (Deficit)	Revenue From Tax Impact	Prior Reserve Utilized	Adjusted Surplus/ (Deficit)	Estimated Incremental Tax Equivalent	Capital Reserve Fund Balance ⁸
2020	1,636,642	-	4,706,834	-	6,343,476	1,807,599	2,000,000	690,000	178,594	-	-	-	4,676,193	(1,667,283)	-	(1,667,283)	-	-	3,522,734
2021	1,604,165	-	2,303,724	-	3,907,889	1,807,599	2,000,000	696,900	173,594	-	-	-	4,678,093	770,205	-	-	770,205	-	2,625,656
2022	1,568,670	1,360,519	1,982,956	-	4,912,145	1,807,599	2,000,000	703,869	168,594	-	-	-	4,680,062	(232,083)	-	(232,083)	-	-	2,393,573
2023	1,463,269	2,672,866	2,658,699	-	6,794,834	1,807,599	2,000,000	710,908	163,594	504,214	336,143	-	5,522,457	(1,272,377)	-	(1,272,377)	-	-	1,121,197
2024	1,390,602	2,739,423	4,184,030	-	8,314,054	1,807,599	2,000,000	718,017	158,594	492,272	328,181	-	5,504,663	(2,809,391)	-	(1,121,197)	(1,688,195)	7.05 %	-
2025	1,327,836	2,875,621	2,000,000	-	6,203,457	1,807,599	2,000,000	725,197	153,594	480,330	320,220	-	5,486,940	(736,517)	1,705,077	-	988,560	-	988,560
2026	1,299,963	2,803,643	2,000,000	-	6,103,606	1,807,599	2,000,000	732,449	148,594	468,388	312,259	-	5,469,289	(634,337)	1,722,127	-	1,087,790	-	2,076,350
2027	1,265,985	2,731,665	2,000,000	-	5,997,649	1,807,599	2,000,000	739,773	143,594	456,446	304,297	-	5,451,710	(545,939)	1,739,349	-	1,193,409	-	3,269,759
2028	1,116,529	2,659,687	2,000,000	-	5,776,215	1,807,599	2,000,000	747,171	138,438	444,504	296,336	-	5,434,048	(342,167)	1,756,742	-	1,414,575	-	4,684,334
2029	1,065,975	2,587,709	2,000,000	-	5,673,683	1,807,599	2,000,000	754,643	133,125	432,562	288,375	-	5,416,304	(257,379)	1,774,309	-	1,516,931	-	6,201,265
2030	1,055,338	2,515,731	2,000,000	-	5,571,069	1,807,599	2,000,000	762,189	127,734	420,620	280,414	-	5,398,557	(172,512)	1,792,053	-	1,619,541	-	7,820,806
2031	516,110	2,443,753	2,000,000	-	4,959,863	1,807,599	2,000,000	769,811	-	408,679	272,452	-	5,258,541	298,679	1,809,973	-	2,108,652	-	9,929,457
2032	-	2,371,774	2,000,000	-	4,371,774	1,807,599	2,000,000	777,509	-	396,737	264,491	-	5,246,336	874,562	1,828,073	-	2,702,635	-	12,632,092
2033	-	2,299,796	2,000,000	-	4,299,796	1,807,599	2,000,000	785,284	-	384,795	256,530	-	5,234,208	934,412	1,846,354	-	2,780,765	-	15,412,857
2034	-	2,227,818	2,000,000	-	4,227,818	1,807,599	2,000,000	793,137	-	372,853	248,569	-	5,222,158	994,339	1,864,817	-	2,859,157	-	18,272,014
2035	-	2,155,840	2,000,000	-	4,155,840	1,807,599	2,000,000	801,069	-	360,911	240,607	-	5,210,186	1,054,346	1,883,465	-	2,937,811	-	21,209,825
2036	-	2,083,862	2,000,000	-	4,083,862	1,807,599	2,000,000	809,079	-	348,969	232,646	-	5,198,294	1,114,431	1,902,300	-	3,016,731	-	24,226,556
2037	-	2,011,884	2,000,000	-	4,011,884	1,807,599	2,000,000	817,170	-	337,027	224,685	-	5,186,481	1,174,597	1,921,323	-	3,095,920	-	27,322,476
2038	-	1,939,906	2,000,000	-	3,939,906	1,807,599	2,000,000	825,342	-	325,085	216,723	-	5,174,750	1,234,843	1,940,536	-	3,175,380	-	30,497,855
2039	-	1,867,928	2,000,000	-	3,867,928	1,807,599	2,000,000	833,595	-	313,143	208,762	-	5,163,100	1,295,172	1,959,942	-	3,255,113	-	33,752,969
2040	-	1,795,950	2,000,000	-	3,795,950	1,807,599	2,000,000	841,931	-	301,201	200,801	-	5,151,533	1,355,583	1,979,541	-	3,335,124	-	37,088,092
2041	-	1,723,972	2,000,000	-	3,723,972	1,807,599	2,000,000	850,350	-	289,259	192,840	-	5,140,049	1,416,077	1,999,336	-	3,415,413	-	40,503,505
2042	-	935,931	2,000,000	-	2,935,931	1,807,599	2,000,000	858,854	-	277,318	184,878	-	5,128,649	2,192,718	2,019,330	-	4,212,047	-	44,715,553
2043	-	188,508	2,000,000	-	2,188,508	1,807,599	2,000,000	867,442	-	-	-	-	4,675,042	2,486,534	2,039,523	-	4,526,057	-	49,241,610
2044	-	111,848	2,000,000	-	2,111,848	1,807,599	2,000,000	876,117	-	-	-	-	4,683,716	2,571,869	2,059,918	-	4,631,787	-	53,873,396
2045	-	-	2,000,000	-	2,000,000	1,807,599	2,000,000	884,878	-	-	-	-	4,692,477	2,692,477	2,080,517	-	4,772,995	-	58,646,391
2046	-	-	2,000,000	-	2,000,000	1,807,599	2,000,000	893,727	-	-	-	-	4,701,326	2,701,326	2,101,323	-	4,802,649	-	63,449,040
2047	-	-	2,000,000	-	2,000,000	1,807,599	2,000,000	902,664	-	-	-	-	4,710,263	2,710,263	2,122,336	-	4,832,599	-	68,281,639
Total	15,331,101	47,105,634	75,836,243	-	138,272,978									Total	(4,292,939)		Total Tax Effect	7.05 %	

¹ The Powell Bill is paying for 50% of the debt service on the Town's General Obligation Bonds, Series 2009A. FY 2019 Budgeted amount of \$1,986,193 is reduced by \$178,594 representing portion of 2009A paid from Powell Bill and is assumed to remain constant the at FY 2020 level.

² Powell Bill funds also responsible for covering 50% of the debt service on the Town's General Obligation Bonds, Series 2009A.

³ Claytex is responsible for paying 37.5% of the debt service payments on the Town's Southeast Side Fire Station financing.

⁴ The Enterprise Fund is responsible for paying 25% of the debt service payments on the Town's Southeast Side Fire Station financing.

⁵ FYE 2019 estimated balance includes \$1,500,000 of Unassigned Fund Balance, \$439,761 of Powell Bill Fund Balance, an \$832,973 surplus resulting from the 3 cent tax increase and excess debt service budget, and FY 2019 deferred capital projects totaling \$750,000.

- FY 2020 Value of a Penny¹: \$230,000
- Assumed Growth Rate: 1.00%

¹ Town Staff

BUDGET DIRECTION

Several questions regarding this year's budget:

If the tax rate (\$0.58) isn't changing, why are my taxes going up? What other fees are going up and why?

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What is the \$18 million General Obligation Bond Referendum?

Capital Improvement Plan: FY 2020 – 2024

Project Summary and Associated Sources



	2020	2021	2022	2023	2024	Total	Notes on Sources
1 Uses:							
2 Southeast Side Fire Station	-	1,214,375	12,938,994	-	-	14,153,369	100% Debt Funded: Paid 37.5% from GF, 37.5% Claytex, 25% Enterprise Fund commencing in 2023
3 Public Safety Training Facility	-	-	-	230,836	2,587,524	2,818,360	70% Grant Funding, 15% Pay-Go, 15% Claytex
4 105' Platform Ladder Truck	-	-	-	-	795,870	795,870	Installment: 100% Claytex in 2024 with 50/50 with Claytex on DS beginning in FY 2025
5 Pumper Tanker Replacement	-	-	-	-	-	661,887	50% Claytex, 50% Town Pay-Go
6 Pierce Enforcer	-	-	661,887	723,261	-	723,261	50% Claytex, 50% Town Pay-Go
7 Southwest Side Fire Station	-	-	-	250,000	-	250,000	50% Claytex, 50% Town Pay-Go
8 Library - Existing Facility Expansion	-	-	-	-	9,529,250	9,637,050	\$107,800 is from donations / 75% donations and 25% Town cost in FY 2024 (Pay-Go or Installment Financing)
			107,800				
9 Municipal Park - Phase 1	-	4,471,250	25,000	-	-	4,496,250	\$250K grants and remainder GO in FY 2021 / Pay-Go in FY 2022
10 Clayton Community Center - Phase 2	10,000	1,650,000	-	-	-	1,660,000	Pay-Go in FY 2020 / GO in FY 2021
11 Clayton Community Center - Phase 3	-	-	-	-	1,806,250	1,806,250	50% Grants, 50% GO
12 Community Park Upgrade	-	-	-	281,250	956,250	1,237,500	GO Funding
13 East Clayton Community Park	-	3,921,250	-	-	-	3,921,250	\$446,250 Pay-Go, \$25K grants, \$3,450,000 GO
14 Harmony Playground & Facilities	1,600,000	-	-	-	-	1,600,000	\$25K Pay-Go, \$80K Grants, \$820K Donations, \$700,000 Town Pay-Go
15 Riverwood Mountain Bike Trail	-	-	250,000	-	250,000	500,000	\$50K Pay-Go, \$200K Donations in FY 2022 and FY 2024
16 Town Square Stage	750,000	-	-	-	-	750,000	\$600K Pay-Go, \$150K Donations
17 Horne Square Upgrade	-	18,750	-	375,000	-	393,750	All Pay-Go
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20 Town Hall Parking Expansion	550,000	-	-	-	-	550,000	All Pay-Go
21 Sam's Branch Phase II	3,375,350	-	-	-	-	3,375,350	\$675,100 Pay-Go, \$2,700,250 Grants
22 Payton Drive Extension	500,000	-	-	-	-	500,000	All Pay-Go
23 Railroad Parking & First St. Extension	75,000	3,125,000	1,875,000	-	-	5,075,000	Pay-Go or Installment Financing
24 Operations Facility & Needs Study	40,000	-	187,500	1,375,000	-	1,602,500	Pay-Go or Installment Financing; Note: Electric and W/S Fund have \$120,000 on separate CIPs.
25 Proactive Road Maintenance Program	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	5,500,000	Mix of Pay-Go, Powell Bill, and DMV Tag Fees
26 ADA Transition Plan	70,000	250,000	250,000	250,000	250,000	1,070,000	All Pay-Go
27 Sidewalk Improvement and Maintenance Master Plan	69,000	109,000	109,000	109,000	109,000	505,000	All Pay-Go
28 Dump Truck Replacements	96,000	94,526	-	99,045	-	289,571	All Pay-Go
29 Parole Building / Utility Billing Up-Fit	334,000	-	-	-	-	334,000	All Pay-Go
30 42W Widening (NCDOT Match)	-	1,088,600	-	-	-	1,088,600	\$297K Pay-Go, \$791,100 Grants
31 Town-Wide Vehicle Replacement Plan	244,704	328,400	300,500	94,680	271,957	1,240,241	All Pay-Go except \$30,900 and \$44,000 from Claytex.
Total GO Bond Projects							\$
13,086,250							
Less: Potential Pay-Go / Grant Funding							(
1,624,375)							
Anticipated GO Bond Funded Cost							\$
11,461,875							
Total Installment Financing Projects							\$
20,528,369							
Less: Potential Pay-Go / Grant Funding							-
Anticipated Installment Financing Funded Cost							\$ 20,528,369



Municipal Park

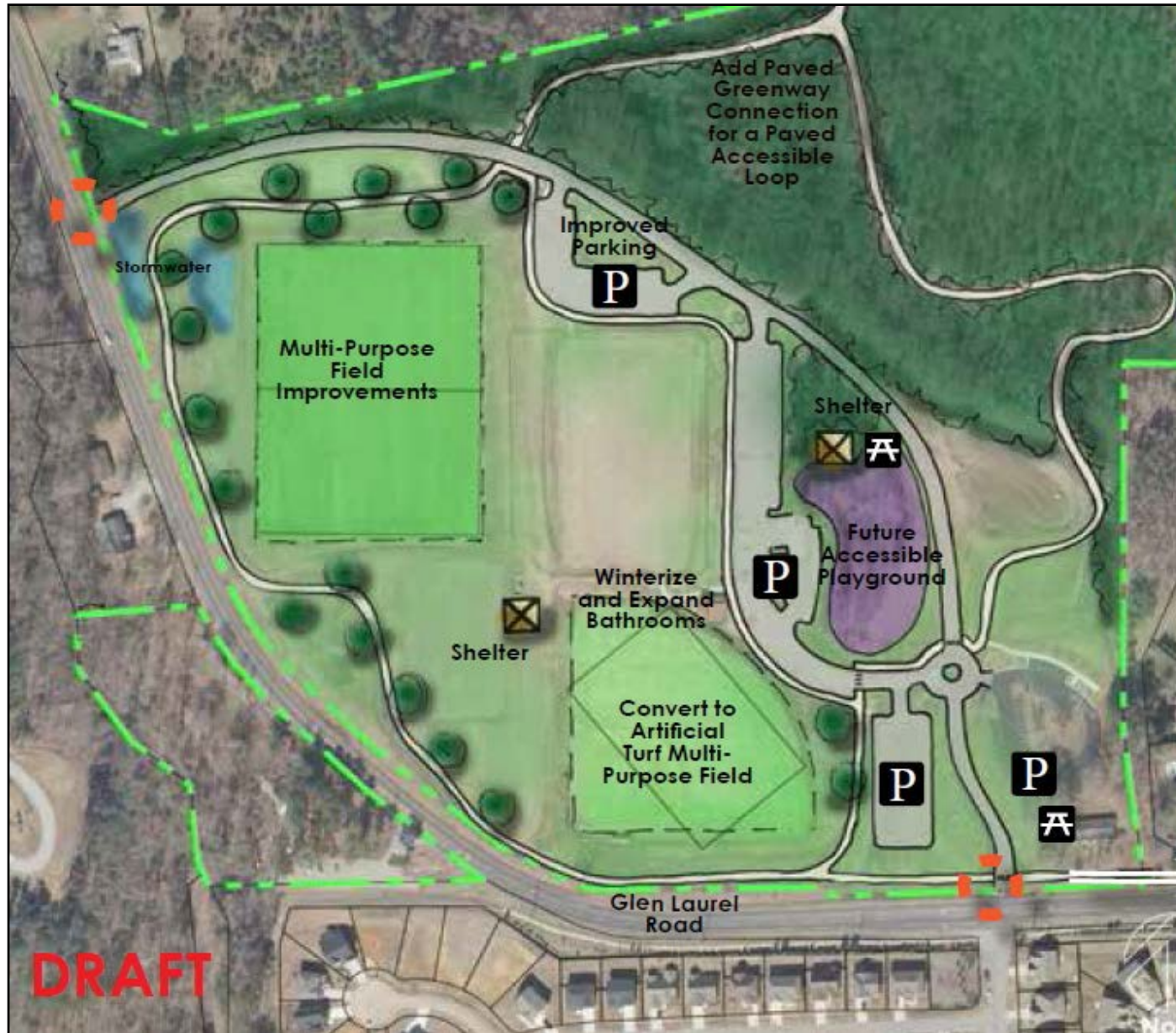
Construction of multi-purpose fields, playground, special events lawn, band shell, event scale restrooms, 2 basketball courts, sports lighting and 2 family reunion sized picnic shelters.

*Potential to have great impact with Civitan partnership.

Clayton Community Park

Existing parking lot resurface/stripe, add parking lot, tennis court resurface and add 2 courts, additional playground, 2 picnic shelters, and additional restroom near tennis/playground.





East Clayton Community Park

Design and construction of artificial turf practice fields, light practice fields, pave existing gravel parking, expand parking and update existing restrooms.

*Potential to have great impact with sports club partnerships.



Clayton Community Center

Upgrade existing facilities adding shade to playground, expanding fitness space and adding storage. Expand toward garden with 5-6K square feet of flexible space for senior and youth programming, rental and fitness. Expand parking to meet demand of existing facility plus expansion.

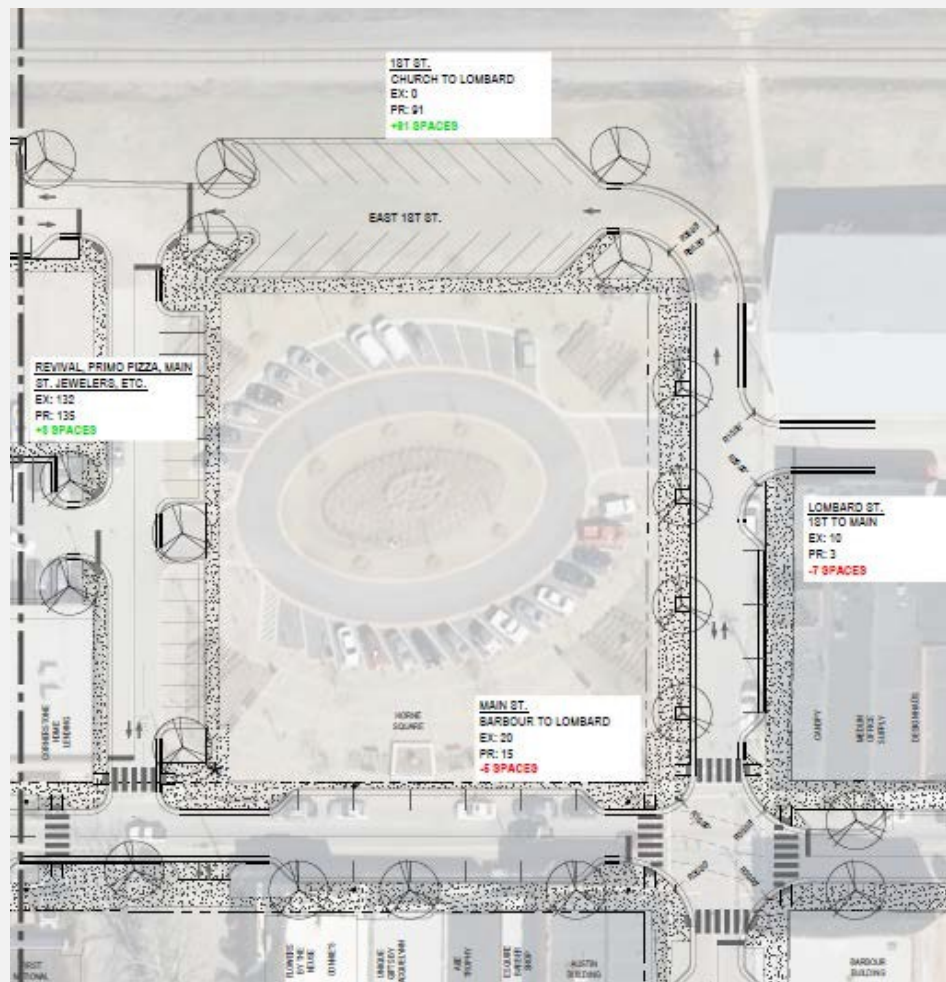
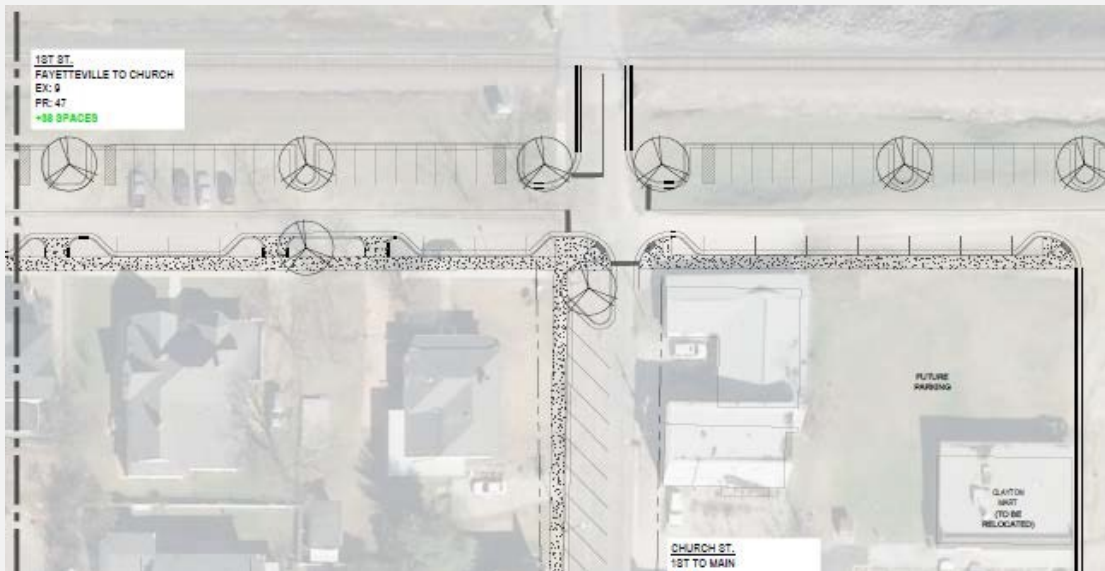
*Potential to leverage dollars for Johnston County and/or Community Senior Services for facilities,ff and e and operations.







Payton Drive Extension Concept



HARMONY PLAYGROUND AS PRESENTED BY CATERPILLAR



FRONT ENTRANCE

SENSORY PLAY



ACTIVE PLAY



PASSIVE PLAY



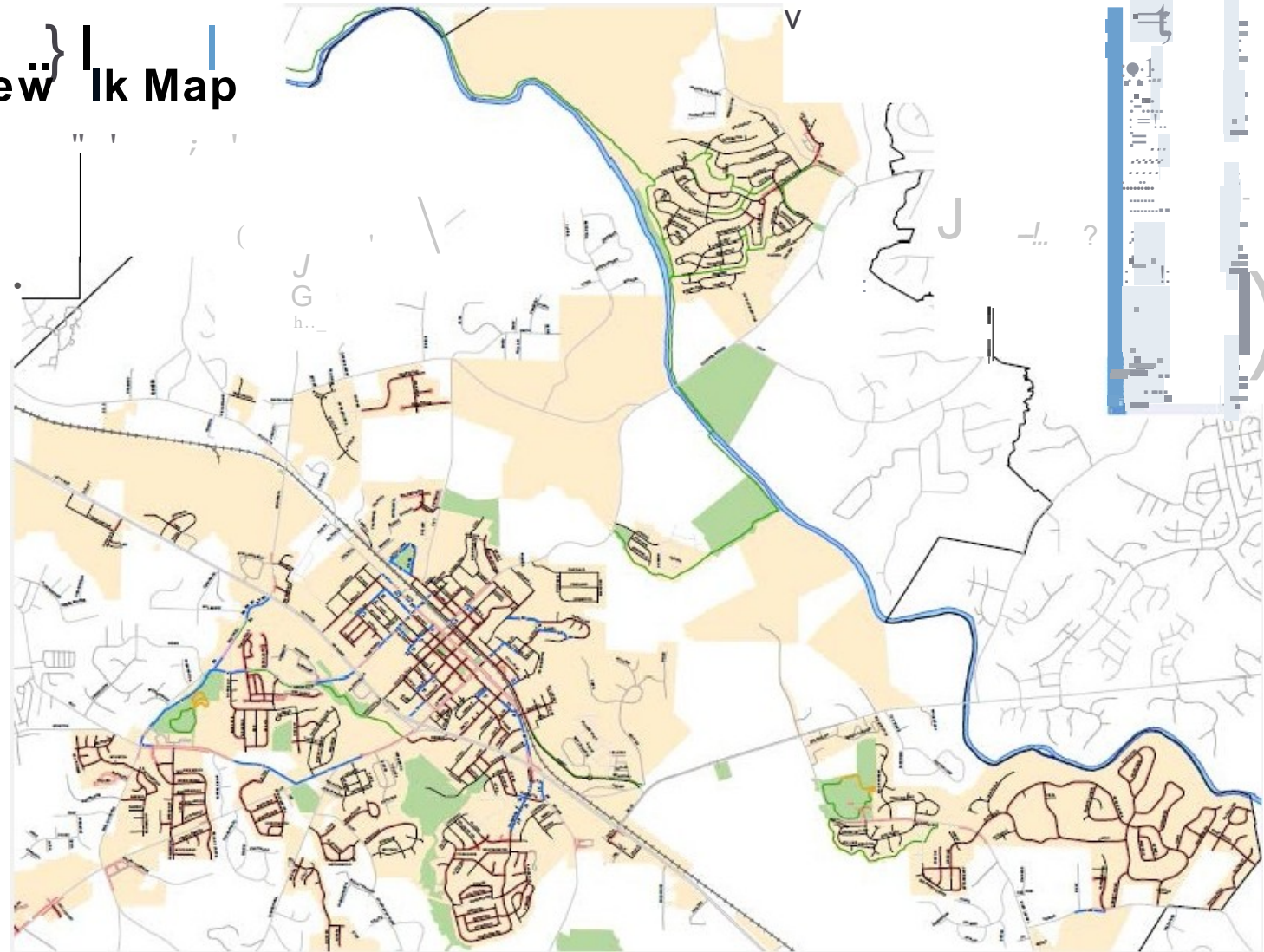
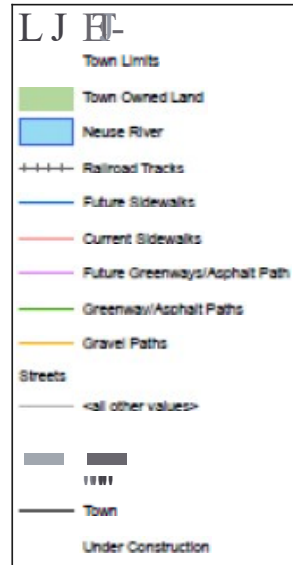
Harmony Playground

In partnership with the Clayton Community Recreational Foundation, with support of many local partners and grants from PARTF and Gametime, we will construct a destination universal playground with restrooms designed for youth and adults with special needs, picnic shelters and connectivity to the parking and other park amenities.



Town of Claytor Sidewalk Map

1.2019



BUDGET

This is an historic budget for the Town of Clayton. It has not been easy nor a rushed decision.

Ultimately, the voters will decide in November if they agree with the \$18 million Parks & Recreation CIP projects that focus on existing core infrastructure.

For what amounts to around \$15-\$30 more per month per household in taxes, Clayton will be very busy upgrading our existing infrastructure needs over the next ten years as we manage our transition to a medium sized community that still feels like home.

ANY QUESTIONS?





PUBLIC NOTICE

In accordance with NC GS 159-12(b), the Clayton Town Council will hold a public hearing on Monday, May 20, 2019, at 6:00 PM at Town Hall, 111 East Second Street, to receive public comment on the proposed 2019-2020 fiscal year budget for the Town of Clayton. A copy of the proposed budget is on file in the Town Clerk's office at Town Hall, 111 East Second Street.

This is an open meeting and citizens are invited to attend.

Kimberly A. Moffett, CMC, Town Clerk
919-553-5002

Please advertise on the following date:

May 8, 2019

Affidavit of publication required.

Town of Clayton
Fiscal Year 2019-2020
Budget Ordinance

BE IT HEREBY ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON, NORTH CAROLINA that the following shall be the Fiscal Year 2019 - 2020 Budget:

Section 1: The following amounts are hereby appropriated in the General Fund for the operation of the town government and its activities for the fiscal year beginning July 1, 2019 and ending June 30, 2020 in accordance with the chart of accounts heretofore established for this town:

General Government	2,263,259
Financial Services	778,012
Community Development Services	586,304
Economic Development	276,960
Data and Technology Services	891,985
Public Information	145,836
Customer Service	26,559
Law Enforcement	5,925,250
Fire Protection	3,664,358
Public Works	9,369,372
Parks & Recreation Services	2,783,731
Cultural & Performing Arts	711,282
Library Operations	689,070
Debt Service	1,807,599
Total	29,919,577

Section 2. It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2019 and ending June 30, 2020:

REVENUES PENDING

Ad Valorem Taxes	15,386,978
State Shared Revenues	6,291,794
Intergovernmental	2,178,198
Permits & Fees	1,560,743
Sales & Services	2,607,326
Grants & Donations	290,654
Other Financing Sources	0
Miscellaneous	668,884
Fund Balance/Cap. Reserve	935,000
Total	29,919,577

Section 3. The following amounts were hereby appropriated in the Water and Sewer Fund for the operation of the water and sewer utilities for the fiscal year beginning July 1, 2019 and ending June 30, 2020 in accordance with the chart of accounts heretofore approved for the Town:

Non-Departmental	11,664,000
Operations	5,706,991
Preventive Maintenance	1,296,156
Wastewater Treatment Plant	4,192,842
Debt Service	832,327
Capital Outlay	2,436,041
Inter-Departmental	1,680,653
Total	27,809,010

Section 4. It is estimated that the following revenues will be available in the Water/Sewer Fund for the fiscal year beginning July 1, 2019 and ending June 30, 2020:

REVENUES PENDING

Permits & Fees	1,292,380
Sales & Services	14,102,242
Grants & Donations	0
Other Financing Sources	11,278,500
Miscellaneous	22,070
Fund Balance/Cap. Reserve	1,113,818
Total	27,809,010

Section 5. The following amounts are hereby appropriated in the Electric Fund for the operation of the electric utility for the fiscal year beginning July 1, 2019 and ending June 30, 2020 in accordance with the chart of accounts heretofore approved for the Town:

Non-departmental	177,781
Administration	321,555
Operations	11,322,794
Debt Service	581,796
Capital Outlay	1,393,504
Inter-departmental	937,247
Total	14,734,677

Section 6. It is estimated that the following revenues will be available in the Electric Fund for the fiscal year beginning July 1, 2019 and ending June 30, 2020:

REVENUES PENDING

Permits & Fees	571,325
Sales & Services	14,085,000
Grants & Donations	0
Other Financing Sources	0
Miscellaneous	78,352
Fund Balance/Cap. Reserve	0
Total	14,734,677

Section 7. There is hereby levied a tax at the rate of fifty-eight cents (\$0.58) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2019 for the purpose of raising the revenue listed as "Ad Valorem Taxes" in the General Fund in Section 2 of this ordinance. This rate is based on estimated real property valuation for the purposes of taxation of \$2,370,452,157 and an estimated rate of collection of 99.98%. The estimated rate of collection is based on the fiscal year 2017-2018 collection rate of 99.98%. The estimated vehicle property valuation for the purpose of taxation is \$201,450,000. There is hereby levied a Municipal Vehicle Tax at a rate of \$30 per vehicle registered as of July 1, 2019.

Section 8. The Budget Officer is hereby authorized to transfer appropriations with the exception of amounts in line item for Council Contingency as contained herein under the following conditions:

- a. The Budget Officer may transfer amounts between line item expenditures within a department without limitation and without a report being required. These changes should not result in increases in recurring obligations such as salaries.
- b. The Budget Officer may transfer amounts up to \$1,000 between departments, including contingency appropriations, within the same fund. He must make an official report on such transfers at the next regular meeting of the Town Council.
- c. The Budget Officer may not transfer any amounts between funds except as approved by the Town Council in the Budget Ordinance, as amended.
- d. No expenditure or transfer shall be made from line item for Council Contingency without express, prior approval by the Town Council.

Copies of this Budget Ordinance shall be furnished to the Clerk, the Council, the Budget Officer, and Finance Officer to be kept on file by them for their direction in the disbursement of funds.

Duly adopted this 3rd day of June 2019 while in regular session.

Jody L. McLeod
Mayor

ATTEST:

Kimberly Moffett, CMC, NCCMC
Town Clerk

**Town of Clayton
Ordinance Establishing Rates and Fees**

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

1. Water Rates – Water rates shall be adjusted as reflected in the Comprehensive List of Fees and Charges, Schedule A, which follows, effective July1, 2019.
2. Sewer Rates – Sewer rates shall be adjusted as reflected in the Comprehensive List of Fees and Charges, Schedule A, which follows, effective July 1, 2019.
3. Solid Waste – Collection and disposal fee set at \$20.50 per month, effective July 1, 2019.
4. Recreation and Open Space Fees – Recreation and Open Space Fees shall be adjusted to \$1,000/lot or unit effective July 1, 2019, adjusted to \$1,500/lot or unit effective January 1, 2020, and increased to \$2,000 per lot or unit effective July 1, 2020.
5. Various fees and charges shall be adjusted as indicated on the Comprehensive List of Fees and Charges, Schedule A which follows, effective July 1, 2019.
6. All other rates, fees, and charges for FY 18-19 shall remain as indicated in the Town of Clayton Comprehensive List of Fees and Charges for FY 19-20 unless the subject of another action.

Duly adopted this 3rd day of June 2019 while in regular session.

Jody McLeod
Mayor

ATTEST:

Kimberly Moffett, CMC, NCCMC
Town Clerk

Schedule A
Comprehensive List of Fees and Charges - FY 2019-2020
Changes reflected in RED

TAXES & FEES			
Town of Clayton Tax Rate	\$0.58 / \$100 valuation of property	Vehicle Fee (pursuant to NCGS 20-97 (b1)	\$30 / vehicle
Claytex Fire District Tax Rate	\$0.1175 / \$100 valuation of property		

DOCUMENT / COPY / ADMINISTRATIVE FEES			
Copying up to 11"x17" (black & white)	\$0.10 / sheet	Paper Copy of Agenda	\$10 (annually) Email free.
Town meeting(s) audio or documents	\$1.50 / storage device provided	Filing Fee for Office of Council Member	\$5
Certified copy of Town records	In accordance with NCGS 161-10(9)	Filing Fee for Office of Mayor	\$10

CEMETERY FEES			
Lot Purchase - including footstone	\$1,000	Cremains Interment - Monday through Saturday	\$450
Interment - Monday through Saturday	\$900	Cremains Interment - Sundays and Holidays*	\$900
Interment - Sundays and Holidays*	\$1,200	* Excludes Christmas Day, Thanksgiving Day, New Year's Day	
Footstone Marker and Installation	\$100	and Good Friday	

CUSTOMER DEPOSITS			
Residential Electric	\$250 / \$800 (high risk)	Non-residential Electric	2.5 times average bill for location or comparable use.
Residential Water	\$50 / \$120 (high risk)	Non-residential Water	2.5 times average bill for location or comparable use.
Residential Sewer	\$50 / \$120 (high risk)	Non-residential Sewer	2.5 times average bill for location or comparable use.
Residential Irrigation	\$50 / \$120 (high risk)	Non-residential Irrigation	2.5 times average bill for location or comparable use.

CUSTOMER FEES			
Connection Fee	\$25	Late fee for charges unpaid by due date	5%
Returned Check/Draft Fee	\$25	Meter Tampering Fee	\$300
Non-Payment Penalty	\$50	Bucket Truck Mobilization Fee	\$500

SOLID WASTE FEES			
Solid Waste Collection	\$20.50 per month	Extra Garbage Cart	\$4.18 / month
		Extra Recycling Cart	\$3.17 / month

WATER & SEWER UTILITY RATES					
BASE RATES			WATER (NON-IRRIGATION)		
Meter Size:	In Town	Out of Town	Residential:	In Town	Out of Town
5/8" Meter	\$16.05	\$20.06	Block 1	0 - 2,000 Gallons	\$4.19
3/4" Meter	\$24.08	\$30.09	Block 2	2,001 - 4,000 Gallons	\$5.24
1" Meter	\$40.13	\$50.16	Block 3	4,001 - 6,000 Gallons	\$5.76
1.5" Meter	\$80.25	\$100.31	Block 4	All Gallons > 6,000	\$6.28
2" Meter	\$128.40	\$160.50	Commercial:	Block 1	0 - 100,000 Gallons
3" Meter	\$240.75	\$300.94		Block 2	All Gallons > 100,000
4" Meter	\$401.25	\$501.56			
6" Meter	\$802.50	\$1,003.13	Industrial:	Block 1	0 - 100,000 Gallons
8" Meter	\$1,284.00	\$1,605.00		Block 2	All Gallons > 100,000
10" Meter	\$1,845.75	\$2,307.19			
Monthly AMI Charge (per water meter):	\$2.00	\$2.00			

IRRIGATION					
BASE RATES			COMMODITY RATES		
Meter Size:	In Town	Out of Town	Residential:	In Town	Out of Town
5/8" Meter	\$16.05	\$20.06	Block 1	0 - 8,000 Gallons	\$6.50
3/4" Meter	\$24.08	\$30.09	Block 2	8,001 - 16,000 Gallons	\$8.11
1" Meter	\$40.13	\$50.16	Block 3	All Gallons > 16,000	\$9.97
1.5" Meter	\$80.25	\$100.31	Non-Residential	Block 1	0 - 50,000 Gallons
2" Meter	\$128.40	\$160.50		Block 2	50,001 to 100,000 Gallons
3" Meter	\$240.75	\$300.94		Block 3	All Gallons > 100,000
4" Meter	\$401.25	\$501.56			
6" Meter	\$802.50	\$1,003.13			
8" Meter	\$1,284.00	\$1,605.00			
10" Meter	\$1,845.75	\$2,307.19			
Monthly AMI Charge (per water meter):	\$2.00	\$2.00			

SEWER					
Base Rates:			WATER & SEWER - Bulk		
Meter Size:	In Town	Out of Town	Monthly Commodity Rates (Water):	\$4.93 / 1,000 gallons	
5/8" Meter	\$17.53	\$21.91	High Strength Surcharge (Sewer):		
3/4" Meter	\$26.29	\$32.87	Biochemical Oxygen Demand (BOD)	\$0.305 / pound for concentration in excess of 250 mg/liter	
1" Meter	\$43.82	\$54.78	Total Suspended Solids (TSS)	\$0.125 / pound for concentration in excess of 250 mg/liter	
1.5" Meter	\$87.65	\$109.56	Ammonia Nitrogen (NH3-N)	\$1.562 / pound for concentration in excess of 250 mg/liter	
2" Meter	\$140.24	\$175.30	Industrial High Strength Surcharge	\$2.11 / 1,000 gallons	
3" Meter	\$262.95	\$328.68			
4" Meter	\$438.24	\$547.80			
6" Meter	\$876.49	\$1,095.61			
8" Meter	\$1,402.38	\$1,752.97			
10" Meter	\$2,015.92	\$2,519.90			
Commodity Rates:					
All usage (per 1,000 gallons)	\$5.64	\$7.05			
Flat Rate Sewer (No Meter):	\$34.50	\$43.13			

ELECTRIC UTILITY RATES			
RESIDENTIAL		INSTITUTIONAL	
Monthly Base Charges:		Monthly Base Charge:	\$30.00
Single Phase Service	\$12.75	Monthly Energy Charge:	\$0.13613 / kWh for first 600 kWh
Three Phase Service	\$16.00		\$0.11411 / kWh for next 1,900 kWh
Monthly Energy Charge:	\$0.11967 / kWh		\$0.10394 / kWh for all additional kWh
Monthly AMI Charge (per electric meter):	\$2.00	Monthly AMI Charge (per electric meter):	\$2.00
SMALL GENERAL SERVICE		MEDIUM GENERAL SERVICE	
Monthly Base Charges:		Monthly Base Charges:	\$30.00
Monthly Energy Charges:	\$0.13818 per kWh for the first 750 kWh*	Monthly Demand Charges:	\$8.41 / kW
	\$0.09248 per kWh for the next 2,000 kWh	Monthly Energy Charge:	\$0.07827 / kWh
	\$0.08100 per kWh for the additional kWh	Monthly AMI Charge (per electric meter):	\$2.00
Monthly AMI Charge (per electric meter):	\$2.00		
<i>*When the kW of billing demand exceeds 5kW, add into the first block 150 kWh for each additional kW of excess.</i>			
LARGE GENERAL SERVICE		COINCIDENT PEAK (CP)	
Monthly Base Charge:		Monthly Base Charge:	\$175.00
Monthly Demand Charge:		Monthly Demand Charge:	
CP Demand	\$17.50 / CP kW	CP Demand	\$18.00 / CP kW
Excess Demand	\$1.50 / kW	Excess Demand	\$3.50 / kW
Monthly Energy Charge:	\$0.04813 / kWh	Monthly Energy Charge:	\$0.05472 / kWh
Monthly AMI Charge (per electric meter):	\$2.00	Monthly AMI Charge (per electric meter):	\$2.00
TOWN FACILITIES		TIME OF USE	
Monthly Base Charge:		Monthly Base Charge:	\$175.00
Monthly Energy Charge:	\$0.08362 / kWh	Monthly Demand Charge:	\$17.27 / kW
Monthly AMI Charge (per electric meter):	\$2.00	Monthly Energy Charge:	\$0.05778 / kWh
		Monthly AMI Charge (per electric meter):	\$2.00
AREA LIGHTING			
Monthly Rate Per Lighting Unit:		Monthly Rate Per Pole Type:	
Residential Unit	\$11.94	Wooden	\$3.00
Small Commercial Unit	\$15.85	Decorative	\$6.60
Large Commercial Unit	\$36.17	Monthly Energy Charge:	\$0.08362 / kWh
Underground Charge	\$4.80	Monthly AMI Charge (per electric meter):	\$2.00

ELECTRIC DEPARTMENT			
Residential Electric Meter	\$100	Area Light Replacement Fee (per light)	\$25
Small Commercial Meter	\$350	Bulb M400/U	\$17
Large Commercial Meter	\$500	Bulb M1000/U/BT37	\$43
Underground Electric Fee	\$375	Bulb LU400	\$20

PUBLIC WORKS					
WATER AND SEWER TAPS AND WATER AND SEWER / ELECTRIC METER FEES					
Meter Size	Base Cost	Street Cut	Concrete Cut	Meter Only	Permit Fee
5/8 Inch Water	\$1,425	\$500	\$500	\$200	N/A
1 Inch Water	\$1,575	\$500	\$500	\$250	N/A
2 Inch Water	\$2,050	\$500	\$500	\$1,050	N/A
4 Inch Sewer	\$1,625	\$500	\$500	N/A	N/A
Irrigation	\$225	\$500	\$500	\$200	\$50
Irrigation Split	\$425	N/A	N/A	N/A	N/A
Relocate Service Line	\$425	N/A	N/A	N/A	N/A
Residential Electric	N/A	N/A	N/A	\$100	N/A
Small Commercial Electric	N/A	N/A	N/A	\$350	N/A
Large Commercial Electric	N/A	N/A	N/A	\$500	N/A
SYSTEM DEVELOPMENT FEES					
Meter Size	Water	Sewer	Total	Meters greater than 2 Inch require a negotiated 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		
1.5 Inch	\$8,965	\$16,300	\$25,265		
2 Inch	\$14,344	\$26,080	\$40,424		
NOTE: Irrigation meters will be charged 1/2 the Water System Development Fee.					
NUTRIENT OFFSET FEES					
Residential Tap	\$400/ Tap	Non Residential Tap	\$0.004 / gallon of annual wastewater capacity		

PLANNING DEPARTMENT				
DEVELOPMENT SUBMITTAL FEES				
Advertising - Newspaper		\$200	Plat, Exempt	\$100
Appeal / Interpretation		\$250	Plat, Final	\$250 + \$5 / lot
Annexation (See Town Clerk)		\$0	Plat, Recombination	\$100
Urban Archery Hunting Permit		\$10	Re-Inspection	\$100
Major Subdivision		\$400 + \$5 / lot	Rezoning	\$500
Minor Subdivision (<5 lots)		\$200 + \$5 / lot	Sign, Master Plan	\$100
Master (Open Space) Subdivision Plan		\$700 + \$5 / acre	Sign, Permanent	\$50 + \$5 / additional sign
Planned Development		\$1,000 + \$5 / acre	Sign, Temporary	\$30
Small Cell Wireless	\$100 ea for first 5 facilities, \$50 ea additional		Site Plan, Administrative Amendment	\$100
Zoning Site Inspection	\$50 first acre, \$20 ea additional		Site Plan, Major	\$500 + \$5 / acre
Zoning Landscape Inspection	\$50 first acre, \$20 ea additional		Site Plan, Minor	\$250 + \$5 / acre
Resubmittal Fee	3rd Submittal 1/2 of Original		Special Use Permit	\$400
Landscape/site plan violation/enforcement	Same as initial inspection		Temporary Use / Special Event	\$100
	type		Tree Removal / Clearing Permit	\$50
Partial release landscape/site improvement bond	Same as initial inspection		Variance Application	\$250 (\$500 after the fact)
	type		Zoning Compliance Permit	\$50
Conditional Use		\$400	Zoning Verification Letter	\$50
CODE ENFORCEMENT				
Tall Grass and Overgrowth	0 to .25 acres	\$150 + \$100 Admin Fee	Private Property Clean Up	Amount Billed by Contractor + \$100 Admin Fee
	.26 to .50 acres	\$200 + \$100 Admin Fee		
	> 1.00 acres	\$250 + \$100 Admin Fee		
COPIES AND MAPS				
Copy < 11" x 17" (Black & White)		\$0.10	Map 24" x 36"	\$20
Copy > 11" x 17" (Black & White)		\$1	Map 36" x 48"	\$30
Copy < 11" x 17" (Color)		\$0.40	General Design Guidelines	\$10
Copy > 11" x 17" (Color)		\$5	Strategic Growth Plan	\$20
Map 18" x 24"		\$10	Unified Development Plan	\$40
CONSULTANT REVIEW FEES				
Tower Review, New Structure, One Related Meeting		\$5,000	Tower Review, Co-Location/Mod/Upgrade	\$1,000
Tower Review, New Structure, Two Related Meetings		\$6,500	Traffic Review	Negotiated
RECREATION AND OPEN SPACE FEES				
Residential Fee	\$1,000/lot (7-1-19), \$1,500/lot (1-1-20), \$2,000/lot (7-1-2020)		Multi-Family Fee	\$1,000/unit (7-1-19), \$1,500/unit (1-1-20), \$2,000/unit (7-1-20)
INSPECTIONS DEPARTMENT				
Plan Review Fee - Initial Review	No Charge		Re-Inspection Fees	
Plan Review Fee - Subsequent Reviews (ea)		\$150	First Re-Inspection	\$50
New Dwelling (Single):			Additional Re-Inspection of Same Item	\$100
Up to 1,200 sq. ft.		\$600 / dwelling	Day Care Re-Certification	\$100
> 1,200 sq. ft.		\$600 + \$0.30 / sq. ft.	ABC Permit Form	\$150
Residential - Additions/Remodel:			Expired Permit Reissue	
0 - 400 sq. ft.		\$300	Work Started / Code Changes	Original fee x 50%
> 400 sq. ft.		\$300 + \$0.30/sq. ft.	No Work Started / No Code Changes	\$150
Additional per trade		\$75	Re-Review, Lost Plans / Update	\$150
Multi-Family Dwelling Duplex/Triplex			Service Pole Inspections	
Up to 3 units		\$600 + \$0.30/sq ft > 1,200 sq ft	Electrical (\$1 Building if no permit exists)	\$75
Each additional unit		\$200	Update for Permits	
Mobile Homes			Contractor Change (Ord. 2017-09-01)	\$50
Single-Wide (Building Only)		\$250	Service Change Inspections	
Double - Wide (Building Only)		\$275	Conditional Service (Ord. 2017-09-01)	\$75
Triple - Wide (Building Only)		\$300	Building	\$1
Quad - Wide (Building Only)		\$325	Electrical	\$75
Travel Trailers / Campers		\$75	Sign	
Poured Footing Inspection		\$50	Building	\$75
Mechanical Permit Fee		\$50	Electrical	\$75
Electrical Permit Fee		\$50	Swimming Pools	
Plumbing Permit Fee		\$50	Building	\$75
Dwelling Moved On			Electrical	\$75
Fee		\$250	Pedestals	
Trade Fee		\$75	Building	\$1
Residential Accessory Building (12'x12' and over)			Electrical	\$75
Storage Building		\$75	LP Gas Tanks	
Garage / Carport		\$100	Building	\$40
Deck / Porch/ Gazebo		\$75 + \$0.30/sf for > 144 sf	Electrical	\$75
Additional trade		\$75	Replace Roof of Existing House or Mobile Home	
Trade Inspections			Per Building	\$75
Building, Electrical, Plumbing and Mechanical		\$50	Tents (Per Building over 240 sq. ft.)	\$75
Farm Storage Buildings			ATM	Commercial Rate
Livestock Production Buildings		\$40	Conditional Power/Gas - Single Family	\$75 each
Bulk Tobacco Barns			Conditional Power/Gas - Multi Family	\$75 first meter, \$50 each additional
Building, Electrical, Plumbing and Mechanical		\$75	Reconnect Power	
Electrical Permit Fee		\$75	Building	\$1
Permit Fee for Commercial Buildings (Based on cost per trade)			Electrical	\$75
\$0 - \$2,500		Trade fee (Minimum \$75)	Connect County Water / Sewer	
\$2,501 - \$25,000		\$225	Building	\$1
\$25,001 - \$50,000		\$550	Electrical	\$75
\$50,001 - \$100,000		\$1,000	Demolition - Residential	\$50 + asbestos report
\$100,001 - \$200,000		\$1,650	Demolition - Commercial	\$150
\$200,001 - \$350,000		\$2,850	Sprinkler System	Commercial Rate
\$350,001 - \$500,000		\$3,900	Penalty	
\$500,001 - \$750,000		\$5,250	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.	
\$750,001 - \$1,000,000			Irrigation of New Landscape	\$75
> \$1,000,000		\$6,500 + 0.2% for every dollar over \$1,000,000	One Time Extension - Irrigation New Landscape	\$50

ENGINEERING DEPARTMENT			
REVIEW FEES			
Residential Subdivision (Initial & 2nd submittal)	\$250 + \$10 per lot	Record Drawing / As-Built Review	\$200
Residential Re-Review (Per review)	\$100	Record Drawing / As-Built Review Re-Review	\$50
Non-Residential (Initial & 2nd submittal)	\$250 + \$25 per acre	Infrastructure Performance Guarantee (non-cash)	\$100
Non-Residential Re-Review (Per review)	\$100	Infrastructure Performance Guarantee (cash)	No charge
Infrastructure Only (Road/Sewer/Water extension)	\$250 + \$0.25 per linear foot	Infrastructure Performance Guarantee Renew/Change	\$50
Alternative Standard Request	\$500 per standard	Landscaping Performance Guarantee	\$100
Construction Plan Amendment/revision to approved plans	\$50 + \$5 per sheet	Encroachment Agreement	\$50
Pump Station Review - CDs	\$500	Encroachment Agreement (work started/completed)	\$75
Pump Station Review - Re-Review	\$250	Water Extension Permit Forms	\$100 each
Special Study (Flood, Traffic Calming, etc.)	\$250	Sewer Extension Permit Forms (ETZ, FTSE, etc.)	\$100 each
Floodplain MGMT Document Review (LOMR, CLOMR, etc.)	\$100 per form	Wastewater Allocation Requests	\$50
INSPECTION FEES			
Public Streets Construction (curb & gutter)	\$1.50 per linear foot	Public Greenways & Sidewalks	\$0.50 per linear foot
Public Streets Construction (roadside swales)	\$2.00 per linear foot	Driveways	\$50 per driveway
Public Streets Acceptance (punch list + follow up)	\$0.25 per linear foot	Fire Lanes	\$100 + \$0.25 per linear foot
Public Streets Acceptance (punch list re-inspection)	\$100 per street	Sanitary Sewer Taps (not performed by Town)	\$50 per tap
Water System Extensions	\$0.75 per linear foot	Water Taps (not performed by Town)	\$50 per tap
Sanitary Sewer System Extensions	\$0.75 per linear foot	Fee-in-lieu (Infrastructure, etc.)	125% of Engineer's Estimate
Public Storm Drainage (outside right-of-way)	\$0.50 per linear foot		

POLICE DEPARTMENT	
Accident Report	\$2

FIRE DEPARTMENT			
Fire Inspection Fees		Miscellaneous	
Up to 3,000 sq. ft.	\$40	Hydrant Flow Test	\$50
3,001 - 5,000 sq. ft.	\$75	Special Standby Operations	
5,001 - 10,000 sq. ft.	\$125	Engine	\$100 / hour (one hour minimum)
10,001 - 25,000 sq. ft.	\$375	Personnel	\$22.50 / hour (one hour minimum)
25,001 - 50,000 sq. ft.	\$500	Hazmat Emergency Response Charges	
50,001 - 100,000 sq. ft.	\$625	Engine, Tanker or Ladder Truck	\$250 / hour
100,001 - 500,000 sq. ft.	\$750	Support Vehicles	\$50 / hour
Re-Inspection Fees		All Responding Personnel	1.5 x hourly rate of pay
First Re-Inspection	\$45	Materials Used	Replacement cost + 10%
Second Reinspection	\$45 + \$20	Materials Damager	Replacement cost + 10%
Third Reinspection	\$45 + \$20 + \$20	First False Alarm in Month	
Fourth Reinspection, etc.	\$45 + \$20 + \$20 + \$20	Subsequent False Alarms in Month	\$0
			\$100 each

RECREATION DEPARTMENT			
ATHLETICS			
Youth Sports (Officiated - O, and Unofficiated - U)		Resident Fee (50% Discount)	Non-Resident Fee
Winter Basketball (O)		\$40	\$80
Spring Baseball (O)		\$40	\$80
Spring Softball (O)		\$40	\$80
Fall Volleyball (O)		\$40	\$80
Fall Softball (O)		\$40	\$80
Spring T-Ball (U)		\$30	\$60
Fall Soccer (U)		\$30	\$60
Adult Sports		Resident Fee (50% Discount)	Non-Resident Fee
Softball		\$12.50	\$25
Soccer		\$12.50	\$25
Basketball		\$12.50	\$25
Volleyball		\$12.50	\$25
Flag Football		\$12.50	\$25
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 + \$15
SUMMER PLAYGROUND CAMP			
Registration Fee		Resident Fee (50% Discount)	Non-Resident Fee
\$25 / attendee		\$60	\$120
FACILITY RENTALS			
Community Center Gym		Resident Fee (50% Discount)	Non-Resident Fee
Full Court		\$50 / hour	\$100 / hour
Half Court		\$40 / hour	\$80 / hour
Scoreboard		\$10 / hour	\$20 / hour
Ballfields		Resident Fee (50% Discount)	Non-Resident Fee
Community Park Field #1		\$20 / hour	\$40 / hour
Community Park Field #2		\$20 / hour	\$40 / hour
Community Park Field #3		\$20 / hour	\$40 / hour
Legend Park		\$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		\$35 / hour (2 hour minimum)	\$70 / hour (2 hour minimum)
East Clayton Community Park Multipurpose - Full Field		\$25 / hour	\$50 / hour
East Clayton Community Park Multipurpose - Half Field		No longer offered	No longer offered
Field Rental Add Ons		Resident Fee (50% Discount)	Non-Resident Fee
Lights (Community, Municipal and Legend)		\$7.50 / hour	\$15 / hour
Lights (East Clayton Soccer & Baseball)		\$10 / hour	\$20 / hour
Baseball / Softball Field Prep (All Fields)		\$15 / application	\$30 / application
East Clayton Soccer Field Paint		Included	Included

Tournament Field Rentals and Add Ons		
Community Park - Full Day	Resident Fee \$250 / field / day	Non-Resident Fee \$250 / field / day
Community Park - Half Day	\$125 / field / day	\$125 / field / day
East Clayton - Baseball	\$350 / day	\$350 / day
Additional Field Prep	\$30 / field	\$30 / field
Scoreboard	\$25 / field / day	\$25 / field / day
Drying Agents	\$10 / bag	\$10 / bag
Admission Fee to Town	\$50 / day	\$50 / day
Concessions	Only CPRD Allowed	Only CPRD Allowed
Other Vendors (Non-Food)	\$50 / vendor / weekend	\$50 / vendor / weekend
Picnic Shelters		
	Resident Fee (50% Discount)	Non-Resident Fee
All Star Park		
Up to 2 hours	\$15	\$30
Up to 4 hours	\$25	\$50
More than 4 hours	\$62.50	\$125
Community Park & East Clayton Community Park		
Up to 2 hours	\$20	\$40
Up to 4 hours	\$30	\$60
More than 4 hours	\$75	\$150
Community Center Memberships		
	Resident Fee	Non-Resident Fee
Annual Memberships		
Individual	\$0	\$125
Middle School Student	\$0	\$75
High School Student	\$0	\$75
Family with Dependents	\$0	\$200
Family with No Dependents	\$0	\$200
Senior Individual	\$0	\$75
Monthly Memberships (Non-Resident Only)		
Individual	N/A	\$20
Middle School Student	N/A	\$10
High School Student	N/A	\$10
Family with Dependents	N/A	\$30
Family with No Dependents	N/A	\$30
Senior Individual	N/A	\$10
Daily Memberships (Non-Resident Only)		
Individual	N/A	\$5
Lost Cards	\$5	\$5
HOCUTT ELLINGTON MEMORIAL LIBRARY		
	Resident Fee	Non-Resident Fee
Library Cards		
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 per copy	\$0.20 per copy
Lost Book	Replacement Cost	Replacement Cost
Overdue Fines	\$0.25 per day	\$0.25 per day
Library Card Replacement (Unexpired)	\$5	\$5
SPECIAL EVENTS		
	Resident Fee	Non-Resident Fee
Special Event Fees		
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
Utility Fees (Water and Electricity)		
Events longer than one day	\$10 / utility	\$20 / utility
NON-DEPARTMENTAL EQUIPMENT USAGE RATES		
Sewer Jetter	\$65 / hour	Dump Truck \$40 / hour
Leaf Machine	\$65 / hour	Ditch Witch Trencher \$40 / hour
Backhoe	\$55 / hour	Asphalt Roller \$40 / hour
Line Truck	\$50 / hour	Riding Mower \$35 / hour
Bucket Truck	\$50 / hour	1/2 Ton Pickup Truck \$25 / hour
Sewer Rodding Machine	\$40 / hour	Air Hammer \$25 / hour
Tractor & Bush Hog	\$40 / hour	Soil Tamp \$25 / hour
Mowing Machine	\$40 / 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.		



Town Council Agenda Cover Sheet

Meeting Date

June 3 2019

Agenda Location

Public Hearings

Item Title

2019-86-OA Recreation Open Space Credits Ordinance Amendment

Presenter

Samantha Wullenwaber, Planning Director

Summary/Description

The Town seeks to amend 155.203 of the Unified Development Ordinance. This amendment would modify the Recreation/Open Space requirements within the UDC to require all new residential subdivisions, including open space subdivisions, to pay 100% of Town recreation fees per lot. Open Space subdivisions currently receive a 50% credit towards these fees. The Town requests to require the full amount to be paid for open space subdivisions in order to meet the increasing demand for additional Town recreation facilities.

Requested Action

Approval

Funding Source (If Applicable):

N/A

Cost: N/A Yes ☐ No ☐

Additional Documents to be Included in Agenda Packet

Application
Staff Report
Strikethrough Copy
Clean Copy
Newspaper Ad
PB Recommendation

Meeting Timeline

Planning Board- May 28, 2019



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

ORDINANCE AMENDMENT APPLICATION

Pursuant to Article 7, Section 155.703 of the Unified Development Code, the Town Council, Board of Adjustment, Planning Board, Planning Director, or the general public may petition the Town Council to amend the Code of Ordinances.

Application Fee: TBD

Advertisement Fee: \$100.00

All fees are due when the application is submitted.

AMENDMENT INFORMATION

Project Name: Recreation/Open Space Residential Subdivision Credits

Existing title of Code Section(s): 155.203(I) Recreation and Open Space Requirements

Code Section Number(s): 155.203(I)(3)

APPLICANT/CONTACT INFORMATION

Applicant: Planning Department

Mailing Address: PO Box 879 Clayton, NC 27528

Phone Number: 919-359-2102

Fax: _____

Contact Person: Samantha Wullenwaber / Haley Hogg

Email Address: swullenwaber@townofclaytonnc.org / hhogg@townofclaytonnc.org

DESCRIPTION OF REQUESTED CHANGES

Please provide a general justification of the requested ordinance amendment. Attach additional sheets if necessary.

Request to require 100% of recreation fees be paid for all residential subdivisions, including open space subdivisions.

FOR OFFICE USE ONLY

Date Received: 4-24-19

Amount Paid: 0 V/A

File Number: 2019-86-0A

July 2018

Page 1 of 2

REQUIRED INFORMATION (to be submitted with the application)

The following items must accompany this application for it to be deemed complete.

To be completed by the applicant:	For staff use only:				
Submit 9 copies of all materials unless otherwise noted or directed by staff	Yes	N/A	Yes	No	N/A
1. A pre-application conference was held with Town of Clayton staff. Date: _____	☐	x			
2. Review Fee and Advertisement Fee	☒				
3. Completed application	☒				
4. A bound strikethrough/underline copy of the Code section(s) proposed for revision	☒				
5. A bound "clean" copy of the Code section(s) proposed for revision	☒				

APPROVAL CRITERIA

All applications for Ordinance Amendment must address the following criteria:

1. The extent to which the proposed text amendment is consistent with the remainder of the chapter, including specifically, any purpose and intent statements.

The proposed amendment is consistent with the remainder of the chapter.

2. The extent to which the proposed text amendment represents a new idea not considered in the existing chapter, or represents a revision necessitated by changing circumstances over time.

The proposed amendment does not represent a new idea not considered in the existing chapter. The Town already charges recreation fees for all new developments. This amendment only proposes to modify the amount of recreation fees required for open space subdivisions.

3. Whether or not the proposed text amendment corrects an error in the chapter.

The proposed amendment does not correct an error in the chapter.

4. Whether or not the proposed text amendment revises the chapter to comply with state or federal statutes or case law.

The proposed amendment does not revise the chapter to comply with state or federal statutes or case law.

APPLICANT AFFIDAVIT

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

Haley Hogg
Print Name

Haley Hogg
Signature of Applicant

4-22-19
Date



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

*Town Council
June 3, 2019*

STAFF REPORT

Application Number: 2019-86-OA

Project Name: Recreation/Open Space Ordinance Amendment

Applicant: Town of Clayton

Public Noticing:

- Newspaper ad published May 22, 2019 & May 29, 2019

REQUEST: Request to make amendments to the text of the Unified Development Code, Title XV, §155.203. This amendment seeks to amend the requirements for recreation and open space, to require 100% of recreation fees be paid for all residential subdivisions, including open space subdivisions.

SECTIONS PROPOSED FOR AMENDMENT:

The following sections of Title XV, Chapter 155 and their general description are proposed for amendment:

- 203- Recreation/Open Space Requirements

STAFF ANALYSIS AND COMMENTARY:

Overview

This amendment seeks to modify the Recreation/Open Space requirements within the UDC to require all residential subdivisions to pay 100% in recreation fees, including open space subdivisions. As the code is currently written open space subdivisions are able to receive a 50% credit towards the Town's required recreation fees.

Open Space subdivisions are already granted a density bonus in exchange for setting aside open space and amenities. The open space provided within these subdivisions is typically private and does not serve the general public. However, residents of these subdivisions will still utilize public park facilities within the Town of Clayton. After discussions with the Town's Park and Recreation Department, staff feels that open space subdivisions should be required to pay the full amount of recreation fees, as all other subdivisions are required to do. As the Town continues to grow there is an increasing need for additional Town recreational facilities, and the payment of these fees ensures that the Town is able to meet the increase in demand.

Page 1 of 2

Approval Criteria:

- **Consistency with remainder of the Chapter**
The request is consistent with the remainder of Chapter 155.
 - **Novelty of the request**
The request does not represent novel changes to the Code.
-

CONSIDERATIONS

- The Planning Board shall make a recommendation to Town Council. The Town Council shall make a final decision regarding revisions to the Town Code.
-

STAFF RECOMMENDATION:

Staff is recommending approval of the proposed amendment.

ATTACHMENTS:

- 1) Application
- 2) Draft "a" Ordinance Amendment, in strikethrough/underline
- 3) Draft "a" Ordinance- Clean Copy
- 4) PB Recommendation
- 5) Newspaper Ad

Public Notice

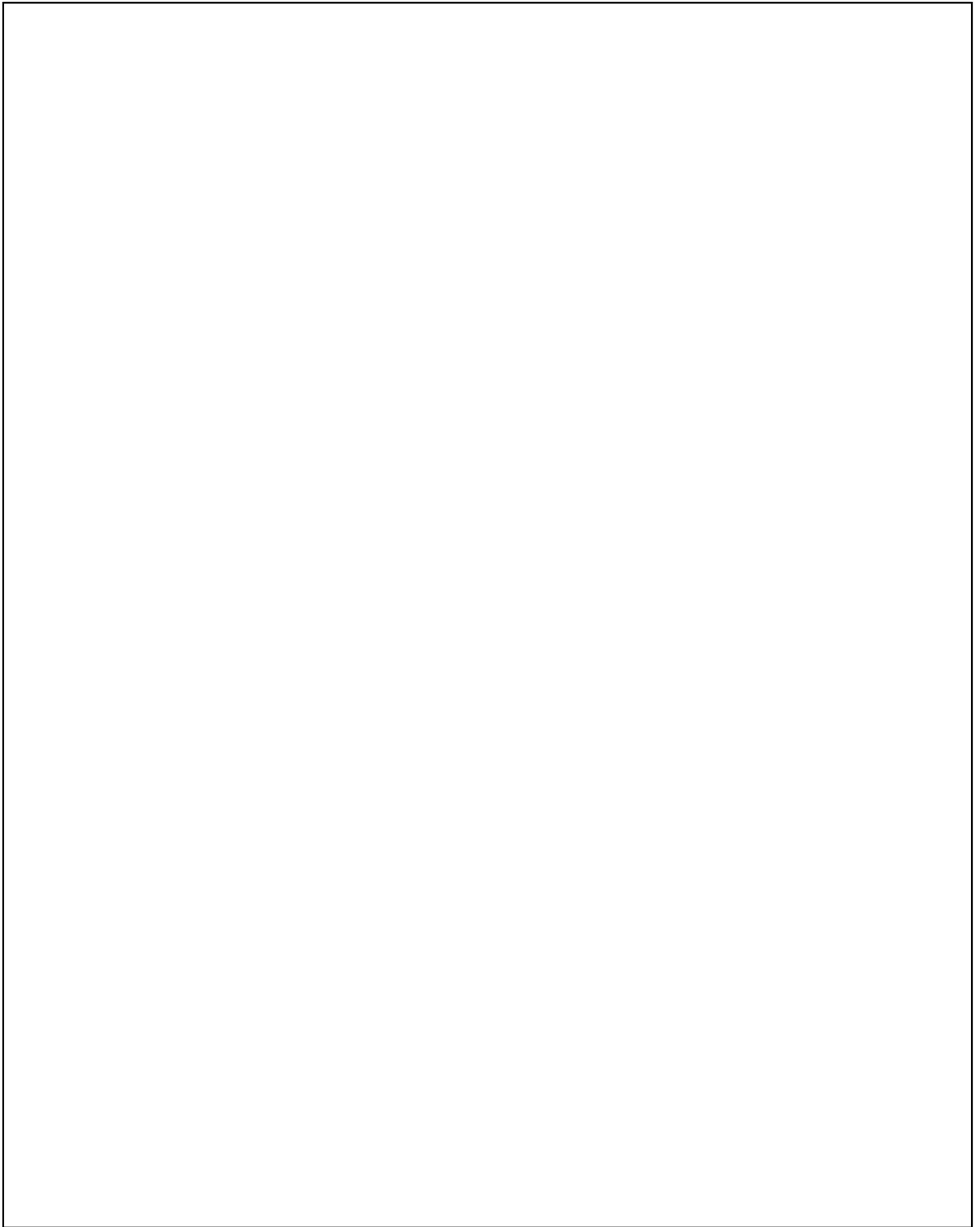
In accordance with NC GS 160A-364, the Clayton Town Council will hold a public hearing on Monday, June 3, 2019, at 6:00 PM in the Council Chambers at the Clayton Center, 111 E Second Street, to consider the following amendment to the Unified Development Code: 2019-86-OA Recreation/Open Space Subdivision Credits Ordinance Amendment. Copies of the proposed amendment are available in the Planning office and the Town Clerk's office for review by the public. The following section of Title XV, Chapter 155 are proposed for amendment:

203- Recreation and Open Space Requirements

The public is invited to attend.

Samantha Wullenwaber, Planning Director

919-533-8000
5:22,29/2019



§ 155.203 GENERAL USE DISTRICT STANDARDS

(A) INTENT

The general use district development standards establish lot sizes and certain restrictions for residential and nonresidential development. These standards allow for variety in housing types while maintaining the overall character of neighborhoods and commercial areas of the town. Separate standards are established to regulate development in each general use district. This approach to district development standards benefits the public by:

- (1) Allowing for development that is more sensitive to the environment and encourages the preservation of open and natural areas.
- (2) Promoting quality site design and energy-efficient development.
- (3) Promoting affordable and life-cycle housing.
- (4) Promoting development intensities that maximize existing and proposed infrastructure investments.

(B) RESOURCE CONSERVATION AREAS

- (1) No resource conservation area (see §155.500) shall be counted towards lot area required by this subchapter. This shall not preclude the platting of lots in such areas, provided that adequate lot area outside the resource conservation area is provided to meet the minimum lot area requirements of this subchapter.
- (2) No resource conservation area shall be counted towards the recreation and open space requirements (see (H) of this section).

(C) CLAYTON GENERAL DESIGN GUIDELINES

The town has established a manual to guide the future growth of development. The design guidelines provide a basis for making decisions about the appropriate treatment of new construction and land development. Property owners, real estate agents, developers, tenants, architects and decision makers should use the guidelines contained in the document when considering a project. This will help establish an appropriate direction for its design. For any project subject to review, the applicant should refer to the guidelines at the outset, to avoid planning efforts that later may prove to be inappropriate.

(D) HOW TO USE THIS SECTION

This section is divided into the following:

Part 1. Residential Districts. This Part sets forth specific standards for development in residential districts.	§ 155.203(E) through § 155.203(J)
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Part 2. Nonresidential Districts. This Part sets forth	§ 155.203(K)
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specific standards for development in nonresidential districts.

Part 3. Planned Development Districts. This Part sets forth specific standards for development in planned development districts. § 155.203(L)

PART 1. RESIDENTIAL DISTRICTS

(E) PURPOSE AND INTENT

The purpose and intent of the residential districts is to provide a safe and healthy living environment for residents, protect the town's existing neighborhoods from incompatible uses, maintain natural areas and open spaces within neighborhoods, encourage connectivity and interconnectivity for multiple modes of transportation, and ensure adequate public facilities and services are available to meet the needs of current and future residents.

(F) RESIDENTIAL SUBDIVISION TYPES

Development within the residential districts allows a variety of housing types. To further the purpose of residential districts, two types of residential subdivisions are permitted, as follows.

(1) Conventional Residential Subdivision

A conventional residential subdivision is a pattern of residential development that provides a majority of property owners with substantial yards on their own property. A. recreation and open space dedication or payment of a fee-in-lieu is required for conventional residential subdivisions.

(2) Open Space Residential Subdivision

An open space residential subdivision trades conventional minimum lot size and dimensions for additional common recreation and open space. An open space residential subdivision shall be a sufficient size to ensure adequate common recreation and open space can be incorporated into the subdivision design. An open space residential subdivision may allow additional density provided certain enhancements are incorporated into the design of the subdivision.

(G) CONVENTIONAL SUBDIVISION STANDARDS

(1) Applicability

A conventional residential subdivision is permitted in all residential districts subject to the following standards.

(2) **Density**

In the R-10 and R-8 Districts, townhouse parcels, apartment parcels and upper-story residential units shall not exceed a density of ten units per acre. In the R-6 District, townhouse parcels, apartment parcels and upper-story residential units shall not exceed a density of 12 units per acre.

(3) **Development Standards**

Applicants utilizing the conventional residential subdivision option shall meet all applicable development standards as set forth in § 155.400 through § 155.405 and § 155.500 through § 155.502. Applicants shall comply with all other provisions in this chapter and all other applicable laws.

(4) **Lots Not Served by Public Water and Sewer**

No permit to install a septic tank system shall be issued until the County Health Director has determined by a field investigation of the area that the site is acceptable for a septic tank system and that such a system can be installed at the site in compliance with these rules and regulations. The field investigations shall include evaluation of such factors as size and shape of the lot or lots, character and porosity of soil, percolation rate, topography, depth of the water table, rock or other impervious formations, location or proposed location of any water supply wells, and the success or failure history of any other septic tank systems in the area. The County Health Director shall not issue a permit if he determines that the site is not acceptable for septic tank systems.

(5) **Minimum Square Footage**

Minimum square footage requirements have been established for conventional subdivisions to ensure the scale of new construction is consistent with the established neighborhood patterns. Residential subdivisions which have a valid subdivision/plat approval, and additions to existing dwelling units are exempt from the minimum square footage requirements.

(6) **Dimensional Standards**

Applicants utilizing the conventional residential subdivision option shall meet the dimensional standards provided in Table 2-2. Applicants shall comply with all other provisions in this chapter and all other applicable laws.

Table 2-2 Conventional Subdivision Regulations

Conventional Subdivision Standards																
Zoning District	Unit Type	Lot Standards							Density (dwelling units / acre)	Minimum Setbacks (ft.)				Building Standards		
		Min. Site Area (Acres)	Min. Parcel Size (sq. ft.)	Min. Lot Area (sq. ft.)	Lot Width (ft.)	Min. Lot Width (ft.)	Max Lot Coverage (%)	Max Impervious Surface (%)		Front	Side Interior	Side Street	Rear	Max. Height (ft.)	Min. Dwelling Unit Size (sq. ft)	Accessory Structures
R-E	Single Family with water and sewer	--	--	20,000	80		35	50	2.1	35	15	25	30	35	1,400	See §155.308
	Single Family with well and septic	--	--	40,000	100		35	50	1.0	35	15	25	30	35	1,400	
	Single Family with public water and septic	--	--	25,000	80		35	50	1.7	35	15	25	30	35	1,400	
R-10	Single Family	--	--	10,000	70		35	50	4	30	10	20	25	35	1,100	See §155.308
	Zero Lot Line	--	--	10,000	70		35	50	4	30	0	20	25	35	1,100	
	Alley Loaded	--	--	10,000	70		35	50	4	30	10	10	25	35	1,100	
	Two Family		12,000	Set by Special Use Process												
	Townhouse (2 units)		12,000													
	Townhouse (3+ units)		20,000													
	Apartments		20,000													
R-8	Single Family	--	--	8,000	60		35	55	5	25	10	15	25	35	1,100	See §155.308
	Zero Lot Line	--	--	8,000	60		35	55	5	25	0	15	25	35	1,100	
	Alley Loaded	--	--	8,000	60		35	55	5	15	10	15	25	35	1,100	
	Two Family		10,000	Set by Special Use Process												
	Townhouse (2 units)		10,000													
	Townhouse (3+ units)		20,000													
	Apartments		20,000													
R-6	Single Family	--	--	6,000	50		35	60	7	20	6	10	20	35	960	See §155.308
	Zero Lot Line	--	--	6,000	50		35	60	7	20	0	10	25	35	960	
	Alley Loaded	--	--	6,000	50		35	60	7	10	6	10	25	35	960	
	Two Family		8,000	Set by Special Use Process												
	Townhouse (2 units)		8,000													
	Townhouse (3+ units)		20,000													
	Apartments		20,000													
Notes																
1	Minimum dwelling unit size = total heated square footage															
2	Manufactured homes and manufactured home parks shall meet the minimum requirements set forth in UDC §155.301 (F) and (G)															

Article 2 / Zoning Districts
§155.203 General Use District Standards

3	In no instance shall the area of a residential lot be less than the size determined to be adequate by the County Health Department after soil and ground water table investigations have been made.
4	A minimum of 1,245 square feet of Recreation and Open Space is required per unit for Single Family, Zero Lot Line and Alley Loaded units.
5	Public water and sewer is required in the R-10, R-8 and R-6 Zoning Districts. Within Town limits, connection to public water and sewer is also required for lots contiguous to existing service.
6	Lots using a zero side interior setback for one lot line are required to double the side interior setback requirement established for a single family unit for the opposite lot line.
7	In the R-10 and R-8 Zoning Districts, townhouse parcels, apartment parcels, and upper story residential shall not exceed a density of 10 dwelling units per acre.
8	In the R-6 Zoning District, townhouse parcels, apartment parcels, and upper story residential shall not exceed a density of 12 dwelling units per acre.

(H) **OPEN SPACE SUBDIVISION STANDARDS**

(1) **Intent**

The intent of an open space residential subdivision is to provide a development alternative to a conventional subdivision. An open space residential subdivision involves clustering home sites within a portion of the development site and allowing housing units on smaller lots than those permitted in a conventional residential subdivision. Open space subdivisions promote the preservation of environmentally sensitive land and allows for efficient use of the land to provide additional common open space. Open space subdivision development is encouraged by the Town in the form of these flexible design and maximum density provisions. Other purposes of an open space residential subdivision include the following:

- (a) To preserve in perpetuity unique or sensitive natural resources such as groundwater, floodplains, wetlands, streams, steep slopes, woodlands and wildlife habitat.
- (b) To preserve important historic and archaeological sites.
- (c) To permit clustering of houses and structures in a manner that will reduce the amount of infrastructure, including paved surfaces and utility easements, necessary for residential development.
- (d) To reduce erosion and sedimentation by minimizing land disturbance and removal of vegetation in residential development.
- (e) To promote interconnected greenways and corridors throughout the community.
- (f) To create contiguous greenspace within and adjacent to the development site.
- (g) To protect scenic views.
- (h) To protect prime agricultural land and preserve farming as an economic activity.

(2) **Applicability**

An open space residential subdivision is permitted in the R-E, R-10, and R-8 Zoning Districts subject to the following standards.

(3) **Mix of Housing Types**

Two-family, townhouse, apartment, and upper-story residential units may comprise no more than 50 percent of the total dwelling units of a proposed open space residential subdivision. In no case shall the density allowance be exceeded for the overall site. In the R-10 and R-8 Districts, townhouse parcels, apartment parcels, and upper-story residential units shall not exceed a density of ten units per acre.

(4) **Minimum Square Footage**

Minimum square footage requirements have been established for open space subdivisions to ensure the scale of new construction is consistent with the established neighborhood patterns. Existing dwelling units, including any additions thereto, are exempt from the minimum square footage requirements.

(5) **Development Standards**

Applicants utilizing the open space residential subdivision option shall meet all applicable development standards as set forth in §§ 155.400 through 155.405 and §§ 155.500 through 155.502. Applicants shall comply with all other provisions in this chapter and all other applicable laws.

(6) **Dimensional Standards**

Applicants utilizing the open space residential subdivision option shall meet the dimensional standards provided in Table 2-3. Applicants shall comply with all other provisions this chapter and all other applicable laws.

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Table 2-3 Open Space Subdivision Regulations

Open Space Subdivision Standards															
Zoning District	Unit Type	Lot Standards						Density (dwelling units / acre)	Minimum Setbacks (ft.)				Building Standards		
		Min. Site Area (Acres)	Min. Parcel Size (sq. ft.)	Min. Lot Area (sq. ft.)	Min. Lot Width (ft.)	Max Lot Coverage (%)	Max Impervious Surface (%)		Front	Side Interior	Side Street	Rear	Max. Height (ft.)	Min. Dwelling Unit Size (sq. ft)	Accessory Structures
R-E	Single Family	10	--	12,000	48	35	50	3.7	21	9	15	18	35	1,400	See §155.308
R-10	Single Family	10	--	8,000	50	35	50	5	25	6	15	15	35	1,100	See §155.308
	Zero Lot Line	10	--	8,000	50	35	50	5	25	0	15	15	35	1,100	
	Alley Loaded	10	--	6,000	42	35	50	7	15	5	10	15	35	960	
	Two Family	10	12,000	12,000	75	35	50	3	25	6	15	15	35	960	See §155.308
	Townhouse (2 units)	10	12,000	6,000	42	35	50	3	25	6	15	15	35	960	
	Townhouse (3+ units)	10	20,000	4,000	25	35	50	10	25	15	15	15	35	700	
	Apartments	10	20,000	--	--	35	50	10	25	15	15	15	35		
R-8	Single Family	10	--	6,000	42	35	55	7	20	6	10	15	35	960	See §155.308
	Zero Lot Line	10	--	6,000	42	35	55	7	20	0	10	15	35	960	
	Alley Loaded	10	--	4,800	40	40	55	9	10	5	10	15	35	960	
	Two Family	10	10,000	9,000	65	40	55	4	20	6	10	15	35	700	
	Townhouse (2 units)	10	10,000	4,800	40	40	55	9	20	6	10	15	35	700	
	Townhouse (3+ units)	10	20,000	3,000	21	40	55	10	20	--	10	15	35	700	
	Apartments	10	20,000	--	--	40	55	10	15	10	15	20	35		
Notes															
1	Minimum dwelling unit size = total heated square footage														
2	Minimum dwelling unit size for multi-family is a per unit minimum														
3	Manufactured homes and manufactured home parks shall meet the minimum requirements set forth in UDC §155.301 (F) and (G)														
4	In no instance shall the area of a residential lot be less than the size determined to be adequate by the County Health Department after soil and ground water table investigations have been made.														
5	A minimum of 1,245 square feet per unit of public Recreation and Open Space is required in the R-E Zoning District														
6	A minimum of 12.5% of the total site acreage is required to be Recreation and Open Space in all Open Space Subdivisions.														
7	Public water and sewer is required in all residential Zoning Districts.														
8	Lots using a zero side interior setback for one lot line are required to double the side interior setback requirement established for a single family unit for the opposite lot line.														
9	In the R-10 and R-8 Zoning Districts, townhouse parcels, apartment parcels, and upper story residential shall not exceed a density of 10 dwelling units per acre.														
10	The minimum building separation for townhouse parcels and apartment parcels is 20 feet.														

(7) **Utilities**

To the maximum extent feasible, utilities in open space residential subdivisions shall be placed underground.

(8) **Project Boundary Buffer**

- (a) No buffer is required where the width of the project's perimeter lots is equal to or greater than the minimum lot width of the adjoining development or the minimum lot width required by the zoning district applied to any adjoining undeveloped parcel.
- (b) Where narrower lot widths are provided, a Class C buffer shall be provided (see § 155.402) along all project boundaries of an open space subdivision.

(I) **RECREATION AND OPEN SPACE REQUIREMENTS**

(1) **Applicability**

Recreation and open space is an integral part of both conventional and open space residential subdivisions. The minimum recreation and open space requirement for each subdivision type is set forth below. No additional recreation or open space shall be required on the site, except where otherwise required by state or federal law. In the case that a subdivision is being developed in phases, the amount of recreation and open space shall be computed separately for each phase, but may be combined with existing recreation and open space in earlier phases to create a larger uniform area.

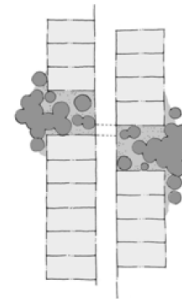
(2) **All Residential Subdivisions**

- (a) All residential development shall be required to either dedicate a portion of the land in the subdivision, or land in another location if approved by Town Council for recreation or open space use, or make a payment-in-lieu of dedication at a rate as set forth in the Town's Comprehensive List of Fees and Charges per lot or dwelling unit. If a development is approved which provides private recreation and open space, to be maintained by a homeowner or property management organization, and meeting the minimum standards of this section, the required fee-in-lieu payment shall be as set forth in the Town's Comprehensive List of Fees and Charges per lot or dwelling unit. A combination of dedication and payment-in-lieu may be used to meet these requirements.
- (b) At least 1,245 square feet of land shall be required for each proposed dwelling unit. Such land shall not include resource conservation areas (see § 155.500). The Town Council reserves the right to refuse to accept dedication of parcels for subdivisions, in which case the applicant shall pay the fee-in-lieu of dedication. The Town shall use fee-in-lieu payments for the acquisition or development of recreation and open space sites.

- (c) The location of the proposed recreation and open space areas, its suitability for recreational use, and any recreational plans adopted by the Town shall be considered in determining whether to accept dedication or payment of fee-in-lieu of dedication. The decision shall be made by the Town Council as a component of preliminary subdivision plans or special use permits, or by the Planning Director as a component of site plans. Any decision of the Planning Director relative to this section may be appealed to the Town Council.

(3) Open Space Residential Subdivision

- (a) All development utilizing the open space residential subdivision option shall provide recreation and open space equal to 12.5% of the net site area as public or private recreation and open space.
- (b) Where the Town Council accepts dedication of a portion or all of this recreation and open space, the dedicated portion shall receive 100% credit toward the requirement for recreation and open space in (1)(2) of this section. The Town Council reserves the right to refuse to accept dedication. If dedication is not accepted by the Town Council, the development shall pay 100% of the required fee-in-lieu payment as set forth in the Town's Comprehensive List of Fees and Charges per lot or dwelling unit.



(4) Configuration of Recreation and Open Space

- (a) The minimum width for any required recreation and open space shall be 50 feet. Exceptions may be granted by the Town Council for items such as trail easements, mid-block crossings, linear parks/medians, when their purpose meets the intent of this section.
- (b) At least 60% of the required recreation and open space shall be in a contiguous parcel. For the purposes of this section, contiguous shall include any recreation and open space bisected by a residential street (including a residential collector), provided that:
 - 1. A pedestrian crosswalk is constructed to provide access to the recreation and open space on both sides of the street; and
 - 2. The right-of-way area is not included in the calculation of minimum recreation and open space required.
- (c) The recreation and open space shall adjoin any neighboring areas of recreation and open space, other protected areas, and non-protected natural areas that would be candidates for inclusion as part of a future area of protected recreation and open space.

- (d) The required recreation and open space shall be directly accessible to the largest practicable number of lots within the subdivision. Non-adjoining lots shall be provided with safe, convenient access to the open space (i.e. mid-block connections in logical locations). No lot within the subdivision should be further than a one-quarter-mile radius from the required recreation and open space. This radius shall be measured in a straight line, without regard for street, sidewalk or trail connections to the open space.
- (e) Access to the recreation and open space shall be provided either by an abutting street or easement. Such easement shall be not less than 30 feet wide.
- (f) At least 25% of the recreation and open space shall be improved. Trails may be developed in accordance with the Clayton General Design Guidelines. Other improved recreation and open space areas shall be developed as set forth below. The shape, topography, and subsoils shall be appropriate to the improvements proposed. Where recreation or open space consists of prime agricultural land, this improvement requirement shall not apply.

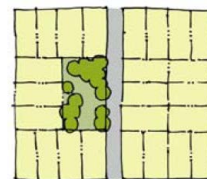
Tot Lot & Playgrounds (Private Only). *Playgrounds provide play areas for children as well as open shelter and benches. Playgrounds may be built within squares, greens, mini-parks and neighborhood parks or may stand alone within a residential block.*

Playgrounds shall be designed with commercial grade play equipment for two age groups: tot lot for children ages one to five; and separate play equipment for children ages six to ten. May include picnic units and shelters. Minimum requirements include two park benches and one trash receptacle. Must have shock absorbing surface with a maximum 2% slope. Playgrounds must meet all federal, state and local regulations and be compliant with the Americans with Disabilities Act. Due to the continuing maintenance obligations, the Town does not accept dedication of tot lots and playgrounds.



Mini-Park (Private Only). *The mini-park provides active recreational facilities for the use by the residents of the immediate surrounding neighborhood within the development.*

Size is from 2,500 sq. ft to one acre. May include: tennis courts, basketball courts, playgrounds and seating accommodations. Each mini-park shall be centrally located and easily accessible so that it can be conveniently and safely reached and used by those persons in the surrounding neighborhood it is designed to serve. Rear facing lots are allowed. Mini-parks shall be attractively landscaped and be provided with sufficient natural or man-made screening or buffer areas to minimize any negative impacts upon adjacent residences. Due to the continuing maintenance obligations, the Town does not accept dedication of mini-parks.



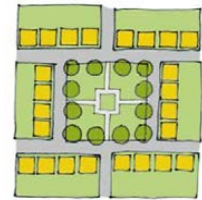
Plaza. *Plazas are for passive recreation use adjacent to a civic or commercial building. Plazas are paved in brick or another type of imperious surface.*

Plazas shall be level, stepped or gently sloping. At no time shall a plaza's horizontal length or width be greater than three times the height of surrounding buildings. Size is from 2,000 to 30,000 sq. ft.



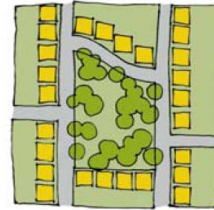
Squares. *Squares are formal areas for passive recreation use bound by streets or front facing lots.*

Squares shall be bound by streets on a minimum of three sides or 75% of their perimeter and may be bound by front facing lots on one side or 25% of their perimeter. No rear facing lots allowed adjacent to a square. Trees plantings are encouraged parallel to the street right-of-way. Geometrical tree planting layouts for internal plantings are encouraged. Minimum size is 500 sq. ft. to one acre.



Green. *The green is an informal area for passive use bound by streets or front facing lots.*

A green shall be bound by streets on a minimum of three sides or 75% of their perimeter and may be bound by front facing lots on one side or 25% of their perimeter. No rear facing lots allowed adjacent to a green. Tree plantings can be informal and the topography irregular. Greens may be used to preserve specimen trees. Size is 500 sq. ft. to one acre.



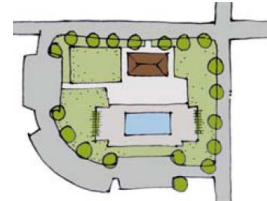
Neighborhood Park. *Neighborhood parks are designed for active or passive recreation use. Maximum park size can exceed five acres if the neighborhood park creates an open space that services an entire neighborhood or a group of neighborhoods; or incorporates physical features which are an asset to the community (i.e. lake or river frontage, high ground, or significant stands of trees).*

Minimum size from one to five acres. Neighborhood parks shall be bound by streets on a minimum of 50% of their perimeter. Front facing lots are encouraged around the perimeter. Neighborhood parks shall include benches and walking paths. Neighborhood parks may include but are not limited to: tennis courts, racquet ball courts, basketball courts, volley ball courts, ball fields, swings, slides, playgrounds, dog parks, benches, restrooms, picnic units, shelters, walking paths and parking areas.



Clubhouse/Pool Amenity Area. *Clubhouse/pool areas can be found in a neighborhood park, mini-park or alone as an amenity area for the residents of a developed community. Clubhouse/pool areas can include: swimming pools, group activity room, gazebos, outdoor eating areas, and exercise stations.*

Pools should be a minimum size of 1,000 sq. ft. Clubhouses and swimming pools must meet all applicable building and health codes for the Town and the state.



Greenway. *Greenways typically follow natural or constructed features such as streams or roads and are designed to incorporate natural settings such as creeks and significant stands of trees within neighborhoods, and are used for transportation, recreation, and environmental protection. Greenways differ from parks; plazas and squares in that their detailing is natural (i.e. informally planted) except along rights-of-way, and may contain irregular topography.*

Design of the greenway should incorporate conservation of existing mature tree canopy and landscape, protection of existing natural drainage ways and creeks. Improvements shall include paved walks/trails and benches, and trash receptacles.



(5) **Adopted Municipal and County Plans**

Adopted municipal and County plans shall be taken into consideration when evaluating land proposals.

(6) **Permitted Uses of Recreation and Open Space**

Uses of recreation and open space may include the following:

- (a) Conservation areas for natural, archeological or historical resources;
- (b) Meadows, woodlands, wetlands, wildlife corridors, game preserves, or similar conservation-oriented areas;
- (c) Pedestrian or multipurpose trails;
- (d) Passive recreation areas;
- (e) Active recreation areas, provided that impervious area is limited to no more than 50% of the total recreation and open space;
- (f) Golf courses (excluding clubhouse areas and maintenance facilities), provided the area does not exceed 50% of the required recreation and open space, and further provided that impervious area is limited to no more than 10% of the total recreation and open space;

- (g) Above-ground utility rights-of-way, provided the area does not exceed 50% of the required recreation and open space;
- (h) Agriculture, horticulture, silviculture or pasture uses, provided that all applicable best management practices are used to minimize environmental impacts;
- (i) Landscaped stormwater management facilities;
- (j) Easements for drainage, access, and underground utility lines; and
- (k) Other conservation-oriented uses compatible with the purposes of this chapter.

(7) Prohibited Uses of Recreation and Open Space

Recreation and open space shall not include the following:

- (a) Community or individual wastewater disposal systems;
- (b) Streets (except for street crossings as expressly provided above) and parking areas; and
- (c) Other activities as determined by the applicant and recorded on the legal instrument providing for permanent protection.

(8) Ownership and Management of Recreation and Open Space

(a) Ownership

Recreation and open space shall be accepted and owned by one of the following entities:

- 1) Town of Clayton. The responsibility for maintaining the recreation and open space, and any facilities shall be borne by the Town.
- 2) Land conservancy or land trust. The responsibility for maintaining the recreation and open space, and any facilities shall be borne by a land conservancy or land trust.
- 3) Homeowners association. A homeowners association representing residents of the subdivision shall own the recreation and open space. Membership in the association shall be mandatory and automatic for all homeowners of the subdivision and their successors. The homeowners' association shall have lien authority to ensure the collection of dues from all members. The responsibility for maintaining the recreation and open space, and any facilities shall be borne by the homeowner's association.
- 4) Private landowner. A private landowner may retain ownership of recreation and open space. The responsibility for maintaining the recreation and open space, and any facilities shall be borne by the private landowner.

(b) ***Management***

Applicants shall submit a plan for the management of recreation and open space and other common facilities that:

- 1) Allocates responsibility and guidelines for the maintenance and operation of the recreation and open space, and any facilities located thereon, including provisions for ongoing maintenance and for long-term capital improvements;
- 2) Estimates the costs and staffing requirements needed for maintenance and operation of, and insurance for, the recreation and open space and outlines the means by which such funding will be obtained or provided;
- 3) Provides that any changes to the plan be approved by the Town; and
- 4) Provides for enforcement of the plan.

(c) ***Maintenance***

- 1) Passive recreation and open space maintenance is limited to removal of litter, dead tree and plant materials (that is obstructing pedestrian movement), and brush; weeding and mowing. Natural water courses are to be maintained as free-flowing and devoid of debris. Stream channels shall be maintained so as not to alter floodplain levels.
- 2) No specific maintenance is required for agricultural uses.
- 3) Active recreation and open space areas shall be accessible to all residents of the development. Maintenance is limited to ensuring that there exist no hazards, nuisances or unhealthy conditions.

(d) ***Failure to Maintain***

In the event the party responsible for maintenance of the recreation and open space fails to maintain all or any portion in reasonable order and condition, the Town may assume responsibility for its maintenance and may enter the premises and take corrective action, including the provision of extended maintenance. The costs of such maintenance may be charged to the homeowner's association, or to the individual property owners that make up the homeowner's association, and may include administrative costs and penalties. Such costs shall become a lien on all subdivision properties.

(9) **Legal Instrument for Permanent Protection**

- (a) The recreation and open space shall be protected in perpetuity by a binding legal instrument that is recorded with the deed. The instrument shall be one of the following:
 - 1) A permanent conservation easement in favor of either:

- A. A land trust or similar conservation-oriented non-profit organization with legal authority to accept such easements. The organization shall be bona fide and in perpetual existence and the conveyance instruments shall contain an appropriate provision for re-transfer in the event the organization becomes unable to carry out its functions; or
 - B. A governmental entity with an interest in pursuing goals compatible with the purposes of this chapter. If the entity accepting the easement is not the Town, then a third right of enforcement favoring the Town shall be included in the easement.
- 2) A permanent restrictive covenant for conservation purposes in favor of a governmental entity.
 - 3) An equivalent legal tool that provides permanent protection, if approved by the Town.
- (b) The instrument for permanent protection shall include clear restrictions on the use of the recreation and open space. These restrictions shall include all restrictions contained in this chapter, as well as any further restrictions the applicant chooses to place on the use of the recreation and open space. Where appropriate, the instrument shall allow for stream or habitat restoration within the easement area.

(J) **NONRESIDENTIAL DEVELOPMENT IN RESIDENTIAL DISTRICTS**

As set forth in the Use Regulation Table (Table 2-1 § 155.202(B)) certain nonresidential uses are permitted in residential districts. Permitted nonresidential uses shall meet the dimensional standards provided in table 2-4. Applicants shall comply with all other provisions of this chapter and all other applicable laws.

Table 2-4 Nonresidential Development Standards for Residential Districts

Zoning District	Lot Standards			Minimum Setbacks				Building Standards		
	Min. Lot Area (sq.ft.)	Min. Lot Width (ft.)	Public Water & Sewer	Street (Front)	Side Interior	Side Street	Rear	Max. Building Height (ft.) ⁽¹⁾	Building Coverage	Impervious Surface
R-E	20,000	80	Required	35	15	25	30	35	35%	50%
R-10	10,000	70	Required	30	10	20	25	35	35%	50%
R-8	8,000	60	Required	25	10	15	25	35	35%	55%
R-6	6,000	50	Required	20	6	10	20	35	35%	60%
Notes										
(1)	The Council may grant a special use permit in accordance with § 155.711, allowing nonresidential buildings to exceed the maximum height limits of the district.									

PART 2. NONRESIDENTIAL DISTRICTS

(K) NONRESIDENTIAL DISTRICT STANDARDS

(1) Development Standards

Applicants shall meet all applicable development standards as set forth in §§ 155.400 through 155.405 and §§ 155.500 through 155.502. Applicants shall comply with all other provisions in this chapter and all other applicable laws.

(2) Nonresidential Dimensional Standards

- (a) As set forth in the Use Regulations Table (Table 2-1 § 155.202(B)) certain uses are allowed in nonresidential districts. Allowed uses shall meet the dimensional standards provided in Table 2-5. Applicants shall comply with all other provisions of this chapter and all other applicable laws.

§ 155.203, PART 2. Table 2-5 Nonresidential Dimensional Standards

Zoning District	Lot Standards			Minimum Setbacks (ft.)				Building Standards ⁽³⁾		
	Min. Lot Area (sq.ft.)	Min. Lot Width (ft.)	Public Water & Sewer	Street / Front (Max.)	Side Interior (abutting residential)	Side Street	Rear (abutting residential)	Max. Building Height (ft.) ⁽¹⁾	Building Coverage	Impervious Surface
O-R	6,000	50	Required	20	6 (6)	10	20 (20)	35	50%	75%
O-I	6,000	60	Required	30	10 (30)	20	20 (30)	60	50%	75%
B-1⁽⁴⁾	None	None	Required	0 ⁽²⁾	0 (30)	0	0 (30)	50	--	--
B-2	6,000	50	Required	20	10 (30)	10	20 (30)	35	50%	75%
B-3	8,000	60	Required	25	15 (30)	30	30 (30)	60	50%	75%
I-1	20,000	100	Required	50	20 (30)	30	40 (40)	50	50%	75%
I-2	20,000	100	Required	50	20 (30)	30	40 (40)	50	50%	75%
PF	--	--	--	--	--	--	--	--	--	--
Notes:										
(1)	No maximum building coverage or impervious surface limits in the B-1 Zoning District									
(2)	Maximum 10 foot street yard setback in B-1 Zoning District									
(3)	Minimum Building Separation in all Zoning Districts is 20 feet									
(4)	The Town Council may grant a special use permit in accordance with § 155.711 for structures exceeding the maximum height limits									

- (b) More than one building may be permitted be on a single lot.
- (c) In the B-1 District, no rear yard shall be less than that of the nearest building facing on the same side of the street with the least rear yard depth. In no case shall the required rear yard setback exceed ten feet from the rear property line.
- (d) The Town Council may grant a special use permit in accordance with § 155.711, allowing specified nonresidential buildings to exceed the maximum height limits of the district.

(3) **Residential Dimensional Standards**

- (a) As set forth in the Use Regulations Table (Table 2-1 § 155.202(B)) certain residential uses are permitted in nonresidential districts. Dimensional standards for townhouses and apartments are established through the special use process (see § 155.711). Within the B-1 District, no townhouse or apartment shall be established on a parcel less than 20,000 square feet in area.
- (b) Upper-story residential is permitted on the upper floors of a nonresidential building and shall conform to the lot, yard and bulk requirements of the principal building.
- (c) Except in the B-1 District, townhouse and apartment parcels and upper-story residential units shall not exceed a density of 12 units per acre in a standard residential district.

PART 3. PLANNED DEVELOPMENT DISTRICTS

(L) **PLANNED DEVELOPMENT DISTRICT STANDARDS**

(1) **General Provisions for all Planned Developments (PD-R, PD-C, PD-I, PD-MU)**

(a) ***Rezoning Criteria***

In approving a rezoning for a planned development, the Town Council shall find the district designation and planned development master plan comply with the general standards for all planned development in this section and the specific standards for the proposed planned development listed in (L)(2) through (5) of this section, respectively.

(b) ***Planned Development Master Plan***

The development proposed in the master plan is compatible with the character of surrounding land uses and maintains and enhances the value of surrounding properties. The master plan shall be prepared by a professionally certified landscape architect, engineer or architect.

(c) ***Design Guidelines and Dimensional Standards***

Each planned development shall provide a comprehensive set of design guidelines that demonstrate the project will be appropriate within the context of the surrounding properties and the larger community. All bulk, area and dimensional standards shall be established by the Town Council at the time of approval.

(d) ***General Development Standards***

Unless specifically waived by the Town Council, all standards specified in §§ 155.400 through 155.405 shall apply.

(e) **Resource Conservation Areas**

- 1) No resource conservation area (see § 155.500) shall be counted towards lot area. This shall not preclude the platting of lots in such areas, provided that adequate lot area outside the resource conservation area is provided.
- 2) No resource conservation area shall be counted towards the recreation and open space requirements (see below).

(f) **Recreation and Open Space**

The planned development master plan shall meet or exceed the recreation and open space requirements of an open space residential subdivision (see § 155.203(H)).

(g) **Stormwater Management**

When determined necessary by the Town Council, the planned development master plan shall contain a comprehensive stormwater management plan prepared by a professional engineer licensed in the state.

(h) **Phasing**

If development is proposed to occur in phases, the planned development master plan shall include a phasing plan for the development, and if appropriate, with specific build-out dates. Guarantees shall be provided that project improvements and amenities that are necessary and desirable for residents and tenants of the project, or that are of benefit to the Town, are constructed with the first phase of the project, or, if this is not possible, then as early in the project as is technically feasible.

(2) **Planned Development-Residential (PD-R) District**

(a) **Minimum Requirements**

- 1) The Planned Development -Residential District is an option provided to encourage a mix of housing options within a comprehensively planned development, allowing a density bonus in return for the provision of a higher quality development.
- 2) Unless waived by the Town Council, the PD-R District is permissible on tracts of land of least ten contiguous acres.

(b) **Uses**

Uses listed in the R-E, R-10, R-8, R-6 Districts are generally allowed in a PD-R District (see Table 2-1 § 155.202), subject to approval by the Town Council.

(c) **Project Boundary Buffer**

- 1) A perimeter buffer shall be required along all project boundaries of a planned residential development.
- 2) Where narrower lot widths are provided, a Class C buffer shall be provided (see § 155.402) along all project boundaries.

(3) **Planned Development-Commercial (PD-C) District**

(a) ***Minimum Requirements***

- 1) The Planned Development- Commercial District is an option provided to enhance the design of a commercial development within a comprehensively planned development by allowing for additional flexibility not available in nonresidential districts.
- 2) Unless waived by the Town Council, the minimum tract of land for rezoning is two contiguous acres.

(b) ***Uses***

The uses listed in the O-I, B-1, B-2, and B-3 districts are generally allowed in a PD-C District (Table 2-1 see § 155.202), subject to approval by the Town Council.

(c) ***Project Boundary Buffer***

- 1) Unless waived by the Town Council, a Class B buffer (see § 155.402) shall be provided along all project boundaries abutting a nonresidential district.
- 2) Unless waived by the Town Council, a Class C buffer (see § 155.402) shall be provided all project boundaries abutting a residential district.

(4) **Planned Development-Industrial (PD-I) District**

(a) ***Minimum Requirements***

- 1) The Planned Development- Industrial District is an option provided to encourage unified industrial complexes of high quality by allowing for additional flexibility not available in nonresidential districts.
- 2) The PD-I District is permissible on tracts of land of least ten contiguous acres.

(b) ***Uses***

- 1) The uses listed in the B-1, B-2, B-3, I-1, and I-2 Districts are generally allowed in a PD-I District (see § 155.202), subject to approval by the Town Council.
- 2) Non-industrial or non-manufacturing uses located in a PD-I District are intended to serve the needs of the development and not the needs of a surrounding area. Areas designated for non-industrial and non-manufacturing activities shall be

oriented towards the interior of the project and shall not be located on exterior or perimeter streets or property boundaries, but shall be centrally located within the project to serve the employees of the district.

(c) ***Project Boundary Buffer***

A Class C buffer shall be provided (see § 155.402) along all project boundaries.

(5) **Planned Development-Mixed Use (PD-MU) District**

(a) ***Minimum Requirements***

- 1) The Planned Development- Mixed Use District is an option provided to encourage coordinated mixed use developments.
- 2) Unless waived by the Town Council, the minimum tract of land for rezoning is two contiguous acres.

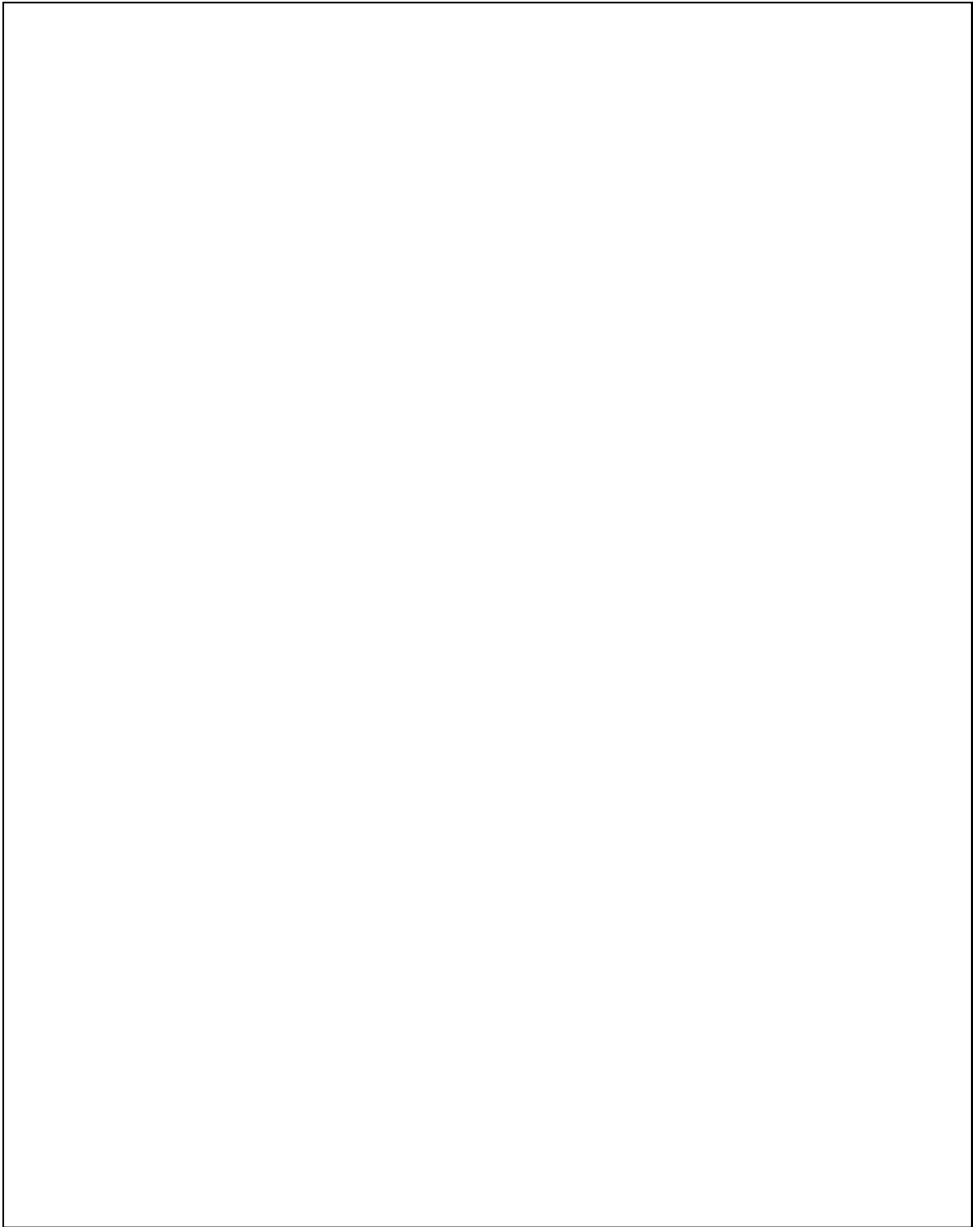
(b) ***Uses***

- 1) The uses listed in the Use Regulations Table are generally allowed in a PD-MU District (Table 2-1 § 155.202), subject to approval by the Town Council.
- 2) The mix of uses shall be established by the Town Council at the time of approval.

(c) ***Project Boundary Buffer***

Unless waived by the Town Council, a Class C buffer shall be provided (see § 155.402) along all project boundaries.

(Ord. 2005-11-02, passed 11-21-05; Am. Ord. 2007-04-05, passed 4-2-07; Am. Ord. 2012-04-02, passed 4-2-12; Am. Ord. 2012-12-02, passed 12-3-12; Am. Ord. 2014-06-10, passed 6-16-14; Am. Ord. 2017-08-05, adopted 8/7/2017)



§ 155.203 GENERAL USE DISTRICT STANDARDS

(A) INTENT

The general use district development standards establish lot sizes and certain restrictions for residential and nonresidential development. These standards allow for variety in housing types while maintaining the overall character of neighborhoods and commercial areas of the town. Separate standards are established to regulate development in each general use district. This approach to district development standards benefits the public by:

- (1) Allowing for development that is more sensitive to the environment and encourages the preservation of open and natural areas.
- (2) Promoting quality site design and energy-efficient development.
- (3) Promoting affordable and life-cycle housing.
- (4) Promoting development intensities that maximize existing and proposed infrastructure investments.

(B) RESOURCE CONSERVATION AREAS

- (1) No resource conservation area (see §155.500) shall be counted towards lot area required by this subchapter. This shall not preclude the platting of lots in such areas, provided that adequate lot area outside the resource conservation area is provided to meet the minimum lot area requirements of this subchapter.
- (2) No resource conservation area shall be counted towards the recreation and open space requirements (see (H) of this section).

(C) CLAYTON GENERAL DESIGN GUIDELINES

The town has established a manual to guide the future growth of development. The design guidelines provide a basis for making decisions about the appropriate treatment of new construction and land development. Property owners, real estate agents, developers, tenants, architects and decision makers should use the guidelines contained in the document when considering a project. This will help establish an appropriate direction for its design. For any project subject to review, the applicant should refer to the guidelines at the outset, to avoid planning efforts that later may prove to be inappropriate.

(D) HOW TO USE THIS SECTION

This section is divided into the following:

Part 1. Residential Districts. This Part sets forth specific standards for development in residential districts.	§ 155.203(E) through § 155.203(J)
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Part 2. Nonresidential Districts. This Part sets forth	§ 155.203(K)
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specific standards for development in nonresidential districts.

Part 3. Planned Development Districts. This Part sets forth specific standards for development in planned development districts. § 155.203(L)

PART 1. RESIDENTIAL DISTRICTS

(E) PURPOSE AND INTENT

The purpose and intent of the residential districts is to provide a safe and healthy living environment for residents, protect the town's existing neighborhoods from incompatible uses, maintain natural areas and open spaces within neighborhoods, encourage connectivity and interconnectivity for multiple modes of transportation, and ensure adequate public facilities and services are available to meet the needs of current and future residents.

(F) RESIDENTIAL SUBDIVISION TYPES

Development within the residential districts allows a variety of housing types. To further the purpose of residential districts, two types of residential subdivisions are permitted, as follows.

(1) Conventional Residential Subdivision

A conventional residential subdivision is a pattern of residential development that provides a majority of property owners with substantial yards on their own property. A. recreation and open space dedication or payment of a fee-in-lieu is required for conventional residential subdivisions.

(2) Open Space Residential Subdivision

An open space residential subdivision trades conventional minimum lot size and dimensions for additional common recreation and open space. An open space residential subdivision shall be a sufficient size to ensure adequate common recreation and open space can be incorporated into the subdivision design. An open space residential subdivision may allow additional density provided certain enhancements are incorporated into the design of the subdivision.

(G) CONVENTIONAL SUBDIVISION STANDARDS

(1) Applicability

A conventional residential subdivision is permitted in all residential districts subject to the following standards.

(2) **Density**

In the R-10 and R-8 Districts, townhouse parcels, apartment parcels and upper-story residential units shall not exceed a density of ten units per acre. In the R-6 District, townhouse parcels, apartment parcels and upper-story residential units shall not exceed a density of 12 units per acre.

(3) **Development Standards**

Applicants utilizing the conventional residential subdivision option shall meet all applicable development standards as set forth in § 155.400 through § 155.405 and § 155.500 through § 155.502. Applicants shall comply with all other provisions in this chapter and all other applicable laws.

(4) **Lots Not Served by Public Water and Sewer**

No permit to install a septic tank system shall be issued until the County Health Director has determined by a field investigation of the area that the site is acceptable for a septic tank system and that such a system can be installed at the site in compliance with these rules and regulations. The field investigations shall include evaluation of such factors as size and shape of the lot or lots, character and porosity of soil, percolation rate, topography, depth of the water table, rock or other impervious formations, location or proposed location of any water supply wells, and the success or failure history of any other septic tank systems in the area. The County Health Director shall not issue a permit if he determines that the site is not acceptable for septic tank systems.

(5) **Minimum Square Footage**

Minimum square footage requirements have been established for conventional subdivisions to ensure the scale of new construction is consistent with the established neighborhood patterns. Residential subdivisions which have a valid subdivision/plat approval, and additions to existing dwelling units are exempt from the minimum square footage requirements.

(6) **Dimensional Standards**

Applicants utilizing the conventional residential subdivision option shall meet the dimensional standards provided in Table 2-2. Applicants shall comply with all other provisions in this chapter and all other applicable laws.

Table 2-2 Conventional Subdivision Regulations

Conventional Subdivision Standards																
Zoning District	Unit Type	Lot Standards							Density (dwelling units / acre)	Minimum Setbacks (ft.)				Building Standards		
		Min. Site Area (Acres)	Min. Parcel Size (sq. ft.)	Min. Lot Area (sq. ft.)	Lot Width (ft.)	Min. Lot Coverage (%)	Lot Max Impervious Surface (%)	Front		Side Interior	Side Street	Rear	Max. Height (ft.)	Min. Dwelling Unit Size (sq. ft)	Accessory Structures	
R-E	Single Family with water and sewer	--	--	20,000	80	35	50	2.1	35	15	25	30	35	1,400	See §155.308	
	Single Family with well and septic	--	--	40,000	100	35	50	1.0	35	15	25	30	35	1,400		
	Single Family with public water and septic	--	--	25,000	80	35	50	1.7	35	15	25	30	35	1,400		
R-10	Single Family	--	--	10,000	70	35	50	4	30	10	20	25	35	1,100	See §155.308	
	Zero Lot Line	--	--	10,000	70	35	50	4	30	0	20	25	35	1,100		
	Alley Loaded	--	--	10,000	70	35	50	4	30	10	10	25	35	1,100		
	Two Family		12,000	Set by Special Use Process												
	Townhouse (2 units)		12,000													
	Townhouse (3+ units)		20,000													
Apartments	20,000															
R-8	Single Family	--	--	8,000	60	35	55	5	25	10	15	25	35	1,100	See §155.308	
	Zero Lot Line	--	--	8,000	60	35	55	5	25	0	15	25	35	1,100		
	Alley Loaded	--	--	8,000	60	35	55	5	15	10	15	25	35	1,100		
	Two Family		10,000	Set by Special Use Process												
	Townhouse (2 units)		10,000													
	Townhouse (3+ units)		20,000													
Apartments	20,000															
R-6	Single Family	--	--	6,000	50	35	60	7	20	6	10	20	35	960	See §155.308	
	Zero Lot Line	--	--	6,000	50	35	60	7	20	0	10	25	35	960		
	Alley Loaded	--	--	6,000	50	35	60	7	10	6	10	25	35	960		
	Two Family		8,000	Set by Special Use Process												
	Townhouse (2 units)		8,000													
	Townhouse (3+ units)		20,000													
Apartments	20,000															
Notes																
1	Minimum dwelling unit size = total heated square footage															
2	Manufactured homes and manufactured home parks shall meet the minimum requirements set forth in UDC §155.301 (F) and (G)															

Article 2 / Zoning Districts
§155.203 General Use District Standards

3	In no instance shall the area of a residential lot be less than the size determined to be adequate by the County Health Department after soil and ground water table investigations have been made.
4	A minimum of 1,245 square feet of Recreation and Open Space is required per unit for Single Family, Zero Lot Line and Alley Loaded units.
5	Public water and sewer is required in the R-10, R-8 and R-6 Zoning Districts. Within Town limits, connection to public water and sewer is also required for lots contiguous to existing service.
6	Lots using a zero side interior setback for one lot line are required to double the side interior setback requirement established for a single family unit for the opposite lot line.
7	In the R-10 and R-8 Zoning Districts, townhouse parcels, apartment parcels, and upper story residential shall not exceed a density of 10 dwelling units per acre.
8	In the R-6 Zoning District, townhouse parcels, apartment parcels, and upper story residential shall not exceed a density of 12 dwelling units per acre.

(H) **OPEN SPACE SUBDIVISION STANDARDS**

(1) **Intent**

The intent of an open space residential subdivision is to provide a development alternative to a conventional subdivision. An open space residential subdivision involves clustering home sites within a portion of the development site and allowing housing units on smaller lots than those permitted in a conventional residential subdivision. Open space subdivisions promote the preservation of environmentally sensitive land and allows for efficient use of the land to provide additional common open space. Open space subdivision development is encouraged by the Town in the form of these flexible design and maximum density provisions. Other purposes of an open space residential subdivision include the following:

- (a) To preserve in perpetuity unique or sensitive natural resources such as groundwater, floodplains, wetlands, streams, steep slopes, woodlands and wildlife habitat.
- (b) To preserve important historic and archaeological sites.
- (c) To permit clustering of houses and structures in a manner that will reduce the amount of infrastructure, including paved surfaces and utility easements, necessary for residential development.
- (d) To reduce erosion and sedimentation by minimizing land disturbance and removal of vegetation in residential development.
- (e) To promote interconnected greenways and corridors throughout the community.
- (f) To create contiguous greenspace within and adjacent to the development site.
- (g) To protect scenic views.
- (h) To protect prime agricultural land and preserve farming as an economic activity.

(2) **Applicability**

An open space residential subdivision is permitted in the R-E, R-10, and R-8 Zoning Districts subject to the following standards.

(3) **Mix of Housing Types**

Two-family, townhouse, apartment, and upper-story residential units may comprise no more than 50 percent of the total dwelling units of a proposed open space residential subdivision. In no case shall the density allowance be exceeded for the overall site. In the R-10 and R-8 Districts, townhouse parcels, apartment parcels, and upper-story residential units shall not exceed a density of ten units per acre.

(4) **Minimum Square Footage**

Minimum square footage requirements have been established for open space subdivisions to ensure the scale of new construction is consistent with the established neighborhood patterns. Existing dwelling units, including any additions thereto, are exempt from the minimum square footage requirements.

(5) **Development Standards**

Applicants utilizing the open space residential subdivision option shall meet all applicable development standards as set forth in §§ 155.400 through 155.405 and §§ 155.500 through 155.502. Applicants shall comply with all other provisions in this chapter and all other applicable laws.

(6) **Dimensional Standards**

Applicants utilizing the open space residential subdivision option shall meet the dimensional standards provided in Table 2-3. Applicants shall comply with all other provisions this chapter and all other applicable laws.

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Table 2-3 Open Space Subdivision Regulations

Open Space Subdivision Standards															
Zoning District	Unit Type	Lot Standards						Density (dwelling units / acre)	Minimum Setbacks (ft.)				Building Standards		
		Min. Site Area (Acres)	Min. Parcel Size (sq. ft.)	Min. Lot Area (sq. ft.)	Min. Lot Width (ft.)	Max Lot Coverage (%)	Max Impervious Surface (%)		Front	Side Interior	Side Street	Rear	Max. Height (ft.)	Min. Dwelling Unit Size (sq. ft)	Accessory Structures
R-E	Single Family	10	--	12,000	48	35	50	3.7	21	9	15	18	35	1,400	See §155.308
R-10	Single Family	10	--	8,000	50	35	50	5	25	6	15	15	35	1,100	See §155.308
	Zero Lot Line	10	--	8,000	50	35	50	5	25	0	15	15	35	1,100	
	Alley Loaded	10	--	6,000	42	35	50	7	15	5	10	15	35	960	
	Two Family	10	12,000	12,000	75	35	50	3	25	6	15	15	35	960	See §155.308
	Townhouse (2 units)	10	12,000	6,000	42	35	50	3	25	6	15	15	35	960	
	Townhouse (3+ units)	10	20,000	4,000	25	35	50	10	25	15	15	15	35	700	
	Apartments	10	20,000	--	--	35	50	10	25	15	15	15	35		
R-8	Single Family	10	--	6,000	42	35	55	7	20	6	10	15	35	960	See §155.308
	Zero Lot Line	10	--	6,000	42	35	55	7	20	0	10	15	35	960	
	Alley Loaded	10	--	4,800	40	40	55	9	10	5	10	15	35	960	
	Two Family	10	10,000	9,000	65	40	55	4	20	6	10	15	35	700	
	Townhouse (2 units)	10	10,000	4,800	40	40	55	9	20	6	10	15	35	700	
	Townhouse (3+ units)	10	20,000	3,000	21	40	55	10	20	--	10	15	35	700	
	Apartments	10	20,000	--	--	40	55	10	15	10	15	20	35		
Notes															
1	Minimum dwelling unit size = total heated square footage														
2	Minimum dwelling unit size for multi-family is a per unit minimum														
3	Manufactured homes and manufactured home parks shall meet the minimum requirements set forth in UDC §155.301 (F) and (G)														
4	In no instance shall the area of a residential lot be less than the size determined to be adequate by the County Health Department after soil and ground water table investigations have been made.														
5	A minimum of 1,245 square feet per unit of public Recreation and Open Space is required in the R-E Zoning District														
6	A minimum of 12.5% of the total site acreage is required to be Recreation and Open Space in all Open Space Subdivisions.														
7	Public water and sewer is required in all residential Zoning Districts.														
8	Lots using a zero side interior setback for one lot line are required to double the side interior setback requirement established for a single family unit for the opposite lot line.														
9	In the R-10 and R-8 Zoning Districts, townhouse parcels, apartment parcels, and upper story residential shall not exceed a density of 10 dwelling units per acre.														
10	The minimum building separation for townhouse parcels and apartment parcels is 20 feet.														

(7) **Utilities**

To the maximum extent feasible, utilities in open space residential subdivisions shall be placed underground.

(8) **Project Boundary Buffer**

- (a) No buffer is required where the width of the project's perimeter lots is equal to or greater than the minimum lot width of the adjoining development or the minimum lot width required by the zoning district applied to any adjoining undeveloped parcel.
- (b) Where narrower lot widths are provided, a Class C buffer shall be provided (see § 155.402) along all project boundaries of an open space subdivision.

(I) **RECREATION AND OPEN SPACE REQUIREMENTS**

(1) **Applicability**

Recreation and open space is an integral part of both conventional and open space residential subdivisions. The minimum recreation and open space requirement for each subdivision type is set forth below. No additional recreation or open space shall be required on the site, except where otherwise required by state or federal law. In the case that a subdivision is being developed in phases, the amount of recreation and open space shall be computed separately for each phase, but may be combined with existing recreation and open space in earlier phases to create a larger uniform area.

(2) **All Residential Subdivisions**

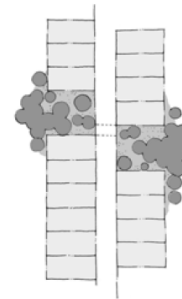
- (a) All residential development shall be required to either dedicate a portion of the land in the subdivision, or land in another location if approved by Town Council for recreation or open space use, or make a payment-in-lieu of dedication at a rate as set forth in the Town's Comprehensive List of Fees and Charges per lot or dwelling unit. If a development is approved which provides private recreation and open space, to be maintained by a homeowner or property management organization, and meeting the minimum standards of this section, the required fee-in-lieu payment shall be as set forth in the Town's Comprehensive List of Fees and Charges per lot or dwelling unit. A combination of dedication and payment-in-lieu may be used to meet these requirements.
- (b) At least 1,245 square feet of land shall be required for each proposed dwelling unit. Such land shall not include resource conservation areas (see § 155.500). The Town Council reserves the right to refuse to accept dedication of parcels for subdivisions, in which case the applicant shall pay the fee-in-lieu of dedication. The Town shall use fee-in-lieu payments for the acquisition or development of recreation and open space sites.

- (c) The location of the proposed recreation and open space areas, its suitability for recreational use, and any recreational plans adopted by the Town shall be considered in determining whether to accept dedication or payment of fee-in-lieu of dedication. The decision shall be made by the Town Council as a component of preliminary subdivision plans or special use permits, or by the Planning Director as a component of site plans. Any decision of the Planning Director relative to this section may be appealed to the Town Council.

(3) **Open Space Residential Subdivision**

- (a) All development utilizing the open space residential subdivision option shall provide recreation and open space equal to 12.5% of the net site area as public or private recreation and open space.

- (b) Where the Town Council accepts dedication of a portion or all of this recreation and open space, the dedicated portion shall receive 100% credit toward the requirement for recreation and open space in ~~(14)~~(2) of this section. The Town Council reserves the right to refuse to accept dedication. If dedication is not accepted by the Town Council, the development shall pay 100% of the required fee-in-lieu payment as set forth in the Town's Comprehensive List of Fees and Charges per lot or dwelling unit.



- ~~(c) Where the recreation and open space is retained privately, or deemed unacceptable as public recreation and open space by the Town Council, it shall receive only 50% credit against the recreation and open space requirement, in recognition of a reduced burden on the Town's public recreation and open space system.~~

(4) **Configuration of Recreation and Open Space**

- (a) The minimum width for any required recreation and open space shall be 50 feet. Exceptions may be granted by the Town Council for items such as trail easements, mid-block crossings, linear parks/medians, when their purpose meets the intent of this section.
- (b) At least 60% of the required recreation and open space shall be in a contiguous parcel. For the purposes of this section, contiguous shall include any recreation and open space bisected by a residential street (including a residential collector), provided that:
1. A pedestrian crosswalk is constructed to provide access to the recreation and open space on both sides of the street; and
 2. The right-of-way area is not included in the calculation of minimum recreation and open space required.

- (c) The recreation and open space shall adjoin any neighboring areas of recreation and open space, other protected areas, and non-protected natural areas that would be candidates for inclusion as part of a future area of protected recreation and open space.
- (d) The required recreation and open space shall be directly accessible to the largest practicable number of lots within the subdivision. Non-adjoining lots shall be provided with safe, convenient access to the open space (i.e. mid-block connections in logical locations). No lot within the subdivision should be further than a one-quarter-mile radius from the required recreation and open space. This radius shall be measured in a straight line, without regard for street, sidewalk or trail connections to the open space.
- (e) Access to the recreation and open space shall be provided either by an abutting street or easement. Such easement shall be not less than 30 feet wide.
- (f) At least 25% of the recreation and open space shall be improved. Trails may be developed in accordance with the Clayton General Design Guidelines. Other improved recreation and open space areas shall be developed as set forth below. The shape, topography, and subsoils shall be appropriate to the improvements proposed. Where recreation or open space consists of prime agricultural land, this improvement requirement shall not apply.

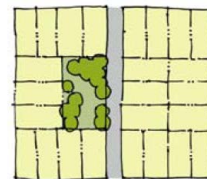
Tot Lot & Playgrounds (Private Only). *Playgrounds provide play areas for children as well as open shelter and benches. Playgrounds may be built within squares, greens, mini-parks and neighborhood parks or may stand alone within a residential block.*

Playgrounds shall be designed with commercial grade play equipment for two age groups: tot lot for children ages one to five; and separate play equipment for children ages six to ten. May include picnic units and shelters. Minimum requirements include two park benches and one trash receptacle. Must have shock absorbing surface with a maximum 2% slope. Playgrounds must meet all federal, state and local regulations and be compliant with the Americans with Disabilities Act. Due to the continuing maintenance obligations, the Town does not accept dedication of tot lots and playgrounds.



Mini-Park (Private Only). *The mini-park provides active recreational facilities for the use by the residents of the immediate surrounding neighborhood within the development.*

Size is from 2,500 sq. ft to one acre. May include: tennis courts, basketball courts, playgrounds and seating accommodations. Each mini-park shall be centrally located and easily accessible so that it can be conveniently and safely reached and used by those persons in the surrounding neighborhood it is designed to serve. Rear facing lots are allowed. Mini-parks shall be attractively landscaped and be provided with sufficient natural or man-made screening or buffer areas to minimize any negative impacts upon adjacent residences. Due to the continuing maintenance obligations, the Town does not accept dedication of mini-parks.



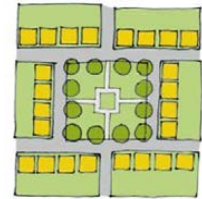
Plaza. *Plazas are for passive recreation use adjacent to a civic or commercial building. Plazas are paved in brick or another type of imperious surface.*

Plazas shall be level, stepped or gently sloping. At no time shall a plaza's horizontal length or width be greater than three times the height of surrounding buildings. Size is from 2,000 to 30,000 sq. ft.



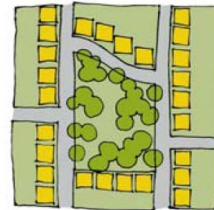
Squares. *Squares are formal areas for passive recreation use bound by streets or front facing lots.*

Squares shall be bound by streets on a minimum of three sides or 75% of their perimeter and may be bound by front facing lots on one side or 25% of their perimeter. No rear facing lots allowed adjacent to a square. Trees plantings are encouraged parallel to the street right-of-way. Geometrical tree planting layouts for internal plantings are encouraged. Minimum size is 500 sq. ft. to one acre.



Green. *The green is an informal area for passive use bound by streets or front facing lots.*

A green shall be bound by streets on a minimum of three sides or 75% of their perimeter and may be bound by front facing lots on one side or 25% of their perimeter. No rear facing lots allowed adjacent to a green. Tree plantings can be informal and the topography irregular. Greens may be used to preserve specimen trees. Size is 500 sq. ft. to one acre.



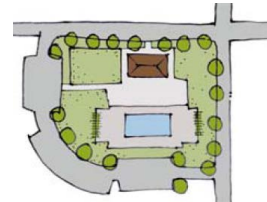
Neighborhood Park. *Neighborhood parks are designed for active or passive recreation use. Maximum park size can exceed five acres if the neighborhood park creates an open space that services an entire neighborhood or a group of neighborhoods; or incorporates physical features which are an asset to the community (i.e. lake or river frontage, high ground, or significant stands of trees).*

Minimum size from one to five acres. Neighborhood parks shall be bound by streets on a minimum of 50% of their perimeter. Front facing lots are encouraged around the perimeter. Neighborhood parks shall include benches and walking paths. Neighborhood parks may include but are not limited to: tennis courts, racquet ball courts, basketball courts, volley ball courts, ball fields, swings, slides, playgrounds, dog parks, benches, restrooms, picnic units, shelters, walking paths and parking areas.



Clubhouse/Pool Amenity Area. *Clubhouse/pool areas can be found in a neighborhood park, mini-park or alone as an amenity area for the residents of a developed community. Clubhouse/pool areas can include: swimming pools, group activity room, gazebos, outdoor eating areas, and exercise stations.*

Pools should be a minimum size of 1,000 sq. ft. Clubhouses and swimming pools must meet all applicable building and health codes for the Town and the state.



Greenway. *Greenways typically follow natural or constructed features such as streams or roads and are designed to incorporate natural settings such as creeks and significant stands of trees within neighborhoods, and are used for transportation, recreation, and environmental protection. Greenways differ from parks; plazas and squares in that their detailing is natural (i.e. informally planted) except along rights-of-way, and may contain irregular topography.*

Design of the greenway should incorporate conservation of existing mature tree canopy and landscape, protection of existing natural drainage ways and creeks. Improvements shall include paved walks/trails and benches, and trash receptacles.



(5) **Adopted Municipal and County Plans**

Adopted municipal and County plans shall be taken into consideration when evaluating land proposals.

(6) **Permitted Uses of Recreation and Open Space**

Uses of recreation and open space may include the following:

- (a) Conservation areas for natural, archeological or historical resources;
- (b) Meadows, woodlands, wetlands, wildlife corridors, game preserves, or similar conservation-oriented areas;
- (c) Pedestrian or multipurpose trails;
- (d) Passive recreation areas;
- (e) Active recreation areas, provided that impervious area is limited to no more than 50% of the total recreation and open space;
- (f) Golf courses (excluding clubhouse areas and maintenance facilities), provided the area does not exceed 50% of the required recreation and open space, and further

provided that impervious area is limited to no more than 10% of the total recreation and open space;

- (g) Above-ground utility rights-of- way, provided the area does not exceed 50% of the required recreation and open space;
- (h) Agriculture, horticulture, silviculture or pasture uses, provided that all applicable best management practices are used to minimize environmental impacts;
- (i) Landscaped stormwater management facilities;
- (j) Easements for drainage, access, and underground utility lines; and
- (k) Other conservation-oriented uses compatible with the purposes of this chapter.

(7) Prohibited Uses of Recreation and Open Space

Recreation and open space shall not include the following:

- (a) Community or individual wastewater disposal systems;
- (b) Streets (except for street crossings as expressly provided above) and parking areas; and
- (c) Other activities as determined by the applicant and recorded on the legal instrument providing for permanent protection.

(8) Ownership and Management of Recreation and Open Space

(a) Ownership

Recreation and open space shall be accepted and owned by one of the following entities:

- 1) Town of Clayton. The responsibility for maintaining the recreation and open space, and any facilities shall be borne by the Town.
- 2) Land conservancy or land trust. The responsibility for maintaining the recreation and open space, and any facilities shall be borne by a land conservancy or land trust.
- 3) Homeowners association. A homeowners association representing residents of the subdivision shall own the recreation and open space. Membership in the association shall be mandatory and automatic for all homeowners of the subdivision and their successors. The homeowners' association shall have lien authority to ensure the collection of dues from all members. The responsibility for maintaining the recreation and open space, and any facilities shall be borne by the homeowner's association.

- 4) Private landowner. A private landowner may retain ownership of recreation and open space. The responsibility for maintaining the recreation and open space, and any facilities shall be borne by the private landowner.

(b) **Management**

Applicants shall submit a plan for the management of recreation and open space and other common facilities that:

- 1) Allocates responsibility and guidelines for the maintenance and operation of the recreation and open space, and any facilities located thereon, including provisions for ongoing maintenance and for long-term capital improvements;
- 2) Estimates the costs and staffing requirements needed for maintenance and operation of, and insurance for, the recreation and open space and outlines the means by which such funding will be obtained or provided;
- 3) Provides that any changes to the plan be approved by the Town; and
- 4) Provides for enforcement of the plan.

(c) **Maintenance**

- 1) Passive recreation and open space maintenance is limited to removal of litter, dead tree and plant materials (that is obstructing pedestrian movement), and brush; weeding and mowing. Natural water courses are to be maintained as free-flowing and devoid of debris. Stream channels shall be maintained so as not to alter floodplain levels.
- 2) No specific maintenance is required for agricultural uses.
- 3) Active recreation and open space areas shall be accessible to all residents of the development. Maintenance is limited to ensuring that there exist no hazards, nuisances or unhealthy conditions.

(d) **Failure to Maintain**

In the event the party responsible for maintenance of the recreation and open space fails to maintain all or any portion in reasonable order and condition, the Town may assume responsibility for its maintenance and may enter the premises and take corrective action, including the provision of extended maintenance. The costs of such maintenance may be charged to the homeowner's association, or to the individual property owners that make up the homeowner's association, and may include administrative costs and penalties. Such costs shall become a lien on all subdivision properties.

(9) **Legal Instrument for Permanent Protection**

- (a) The recreation and open space shall be protected in perpetuity by a binding legal instrument that is recorded with the deed. The instrument shall be one of the following:
- 1) A permanent conservation easement in favor of either:
 - A. A land trust or similar conservation-oriented non-profit organization with legal authority to accept such easements. The organization shall be bona fide and in perpetual existence and the conveyance instruments shall contain an appropriate provision for re-transfer in the event the organization becomes unable to carry out its functions; or
 - B. A governmental entity with an interest in pursuing goals compatible with the purposes of this chapter. If the entity accepting the easement is not the Town, then a third right of enforcement favoring the Town shall be included in the easement.
 - 2) A permanent restrictive covenant for conservation purposes in favor of a governmental entity.
 - 3) An equivalent legal tool that provides permanent protection, if approved by the Town.
- (b) The instrument for permanent protection shall include clear restrictions on the use of the recreation and open space. These restrictions shall include all restrictions contained in this chapter, as well as any further restrictions the applicant chooses to place on the use of the recreation and open space. Where appropriate, the instrument shall allow for stream or habitat restoration within the easement area.

(J) NONRESIDENTIAL DEVELOPMENT IN RESIDENTIAL DISTRICTS

As set forth in the Use Regulation Table (Table 2-1 § 155.202(B)) certain nonresidential uses are permitted in residential districts. Permitted nonresidential uses shall meet the dimensional standards provided in table 2-4. Applicants shall comply with all other provisions of this chapter and all other applicable laws.

Table 2-4 Nonresidential Development Standards for Residential Districts

Zoning District	Lot Standards			Minimum Setbacks				Building Standards		
	Min. Lot Area (sq.ft.)	Min. Lot Width (ft.)	Public Water & Sewer	Street (Front)	Side Interior	Side Street	Rear	Max. Building Height (ft.) ⁽¹⁾	Building Coverage	Impervious Surface
R-E	20,000	80	Required	35	15	25	30	35	35%	50%
R-10	10,000	70	Required	30	10	20	25	35	35%	50%
R-8	8,000	60	Required	25	10	15	25	35	35%	55%
R-6	6,000	50	Required	20	6	10	20	35	35%	60%

			d						
Notes									
(1)	The Council may grant a special use permit in accordance with § 155.711, allowing nonresidential buildings to exceed the maximum height limits of the district.								

PART 2. NONRESIDENTIAL DISTRICTS

(K) NONRESIDENTIAL DISTRICT STANDARDS

(1) **Development Standards**

Applicants shall meet all applicable development standards as set forth in §§ 155.400 through 155.405 and §§ 155.500 through 155.502. Applicants shall comply with all other provisions in this chapter and all other applicable laws.

(2) **Nonresidential Dimensional Standards**

- (a) As set forth in the Use Regulations Table (Table 2-1 § 155.202(B)) certain uses are allowed in nonresidential districts. Allowed uses shall meet the dimensional standards provided in Table 2-5. Applicants shall comply with all other provisions of this chapter and all other applicable laws.

§ 155.203, PART 2. Table 2-5 Nonresidential Dimensional Standards

Zoning District	Lot Standards			Minimum Setbacks (ft.)				Building Standards ⁽³⁾		
	Min. Lot Area (sq.ft.)	Min. Lot Width (ft.)	Public Water & Sewer	Street / Front (Max.)	Side Interior (abutting residential)	Side Street	Rear (abutting residential)	Max. Building Height (ft.) ⁽¹⁾	Building Coverage	Impervious Surface
O-R	6,000	50	Required	20	6 (6)	10	20 (20)	35	50%	75%
O-I	6,000	60	Required	30	10 (30)	20	20 (30)	60	50%	75%
B-1⁽¹⁾	None	None	Required	0 ⁽²⁾	0 (30)	0	0 (30)	50	--	--
B-2	6,000	50	Required	20	10 (30)	10	20 (30)	35	50%	75%
B-3	8,000	60	Required	25	15 (30)	30	30 (30)	60	50%	75%
I-1	20,000	100	Required	50	20 (30)	30	40 (40)	50	50%	75%
I-2	20,000	100	Required	50	20 (30)	30	40 (40)	50	50%	75%
PF	--	--	--	--	--	--	--	--	--	--
Notes:										
(1)	No maximum building coverage or impervious surface limits in the B-1 Zoning District									
(2)	Maximum 10 foot street yard setback in B-1 Zoning District									
(3)	Minimum Building Separation in all Zoning Districts is 20 feet									
(4)	The Town Council may grant a special use permit in accordance with § 155.711 for structures exceeding the maximum height limits									

- (b) More than one building may be permitted be on a single lot.

- (c) In the B-1 District, no rear yard shall be less than that of the nearest building facing on the same side of the street with the least rear yard depth. In no case shall the required rear yard setback exceed ten feet from the rear property line.
 - (d) The Town Council may grant a special use permit in accordance with § 155.711, allowing specified nonresidential buildings to exceed the maximum height limits of the district.
- (3) **Residential Dimensional Standards**
- (a) As set forth in the Use Regulations Table (Table 2-1 § 155.202(B)) certain residential uses are permitted in nonresidential districts. Dimensional standards for townhouses and apartments are established through the special use process (see § 155.711). Within the B-1 District, no townhouse or apartment shall be established on a parcel less than 20,000 square feet in area.
 - (b) Upper-story residential is permitted on the upper floors of a nonresidential building and shall conform to the lot, yard and bulk requirements of the principal building.
 - (c) Except in the B-1 District, townhouse and apartment parcels and upper-story residential units shall not exceed a density of 12 units per acre in a standard residential district.

PART 3. PLANNED DEVELOPMENT DISTRICTS

(L) PLANNED DEVELOPMENT DISTRICT STANDARDS

(1) General Provisions for all Planned Developments (PD-R, PD-C, PD-I, PD-MU)

(a) *Rezoning Criteria*

In approving a rezoning for a planned development, the Town Council shall find the district designation and planned development master plan comply with the general standards for all planned development in this section and the specific standards for the proposed planned development listed in (L)(2) through (5) of this section, respectively.

(b) *Planned Development Master Plan*

The development proposed in the master plan is compatible with the character of surrounding land uses and maintains and enhances the value of surrounding properties. The master plan shall be prepared by a professionally certified landscape architect, engineer or architect.

(c) *Design Guidelines and Dimensional Standards*

Each planned development shall provide a comprehensive set of design guidelines that demonstrate the project will be appropriate within the context of the

surrounding properties and the larger community. All bulk, area and dimensional standards shall be established by the Town Council at the time of approval.

(d) ***General Development Standards***

Unless specifically waived by the Town Council, all standards specified in §§ 155.400 through 155.405 shall apply.

(e) ***Resource Conservation Areas***

- 1) No resource conservation area (see § 155.500) shall be counted towards lot area. This shall not preclude the platting of lots in such areas, provided that adequate lot area outside the resource conservation area is provided.
- 2) No resource conservation area shall be counted towards the recreation and open space requirements (see below).

(f) ***Recreation and Open Space***

The planned development master plan shall meet or exceed the recreation and open space requirements of an open space residential subdivision (see § 155.203(H)).

(g) ***Stormwater Management***

When determined necessary by the Town Council, the planned development master plan shall contain a comprehensive stormwater management plan prepared by a professional engineer licensed in the state.

(h) ***Phasing***

If development is proposed to occur in phases, the planned development master plan shall include a phasing plan for the development, and if appropriate, with specific build-out dates. Guarantees shall be provided that project improvements and amenities that are necessary and desirable for residents and tenants of the project, or that are of benefit to the Town, are constructed with the first phase of the project, or, if this is not possible, then as early in the project as is technically feasible.

(2) **Planned Development-Residential (PD-R) District**

(a) ***Minimum Requirements***

- 1) The Planned Development -Residential District is an option provided to encourage a mix of housing options within a comprehensively planned development, allowing a density bonus in return for the provision of a higher quality development.

- 2) Unless waived by the Town Council, the PD-R District is permissible on tracts of land of least ten contiguous acres.

(b) **Uses**

Uses listed in the R-E, R-10, R-8, R-6 Districts are generally allowed in a PD-R District (see Table 2-1 § 155.202), subject to approval by the Town Council.

(c) **Project Boundary Buffer**

- 1) A perimeter buffer shall be required along all project boundaries of a planned residential development.
- 2) Where narrower lot widths are provided, a Class C buffer shall be provided (see § 155.402) along all project boundaries.

(3) **Planned Development-Commercial (PD-C) District**

(a) **Minimum Requirements**

- 1) The Planned Development- Commercial District is an option provided to enhance the design of a commercial development within a comprehensively planned development by allowing for additional flexibility not available in nonresidential districts.
- 2) Unless waived by the Town Council, the minimum tract of land for rezoning is two contiguous acres.

(b) **Uses**

The uses listed in the O-I, B-1, B-2, and B-3 districts are generally allowed in a PD-C District (Table 2-1 see § 155.202), subject to approval by the Town Council.

(c) **Project Boundary Buffer**

- 1) Unless waived by the Town Council, a Class B buffer (see § 155.402) shall be provided along all project boundaries abutting a nonresidential district.
- 2) Unless waived by the Town Council, a Class C buffer (see § 155.402) shall be provided all project boundaries abutting a residential district.

(4) **Planned Development-Industrial (PD-I) District**

(a) **Minimum Requirements**

- 1) The Planned Development- Industrial District is an option provided to encourage unified industrial complexes of high quality by allowing for additional flexibility not available in nonresidential districts.

- 2) The PD-I District is permissible on tracts of land of least ten contiguous acres.

(b) **Uses**

- 1) The uses listed in the B-1, B-2, B-3, I-1, and I-2 Districts are generally allowed in a PD-I District (see § 155.202), subject to approval by the Town Council.
- 2) Non-industrial or non-manufacturing uses located in a PD-I District are intended to serve the needs of the development and not the needs of a surrounding area. Areas designated for non-industrial and non-manufacturing activities shall be oriented towards the interior of the project and shall not be located on exterior or perimeter streets or property boundaries, but shall be centrally located within the project to serve the employees of the district.

(c) **Project Boundary Buffer**

A Class C buffer shall be provided (see § 155.402) along all project boundaries.

(5) **Planned Development-Mixed Use (PD-MU) District**

(a) **Minimum Requirements**

- 1) The Planned Development- Mixed Use District is an option provided to encourage coordinated mixed use developments.
- 2) Unless waived by the Town Council, the minimum tract of land for rezoning is two contiguous acres.

(b) **Uses**

- 1) The uses listed in the Use Regulations Table are generally allowed in a PD-MU District (Table 2-1 § 155.202), subject to approval by the Town Council.
- 2) The mix of uses shall be established by the Town Council at the time of approval.

(c) **Project Boundary Buffer**

Unless waived by the Town Council, a Class C buffer shall be provided (see § 155.402) along all project boundaries.

(Ord. 2005-11-02, passed 11-21-05; Am. Ord. 2007-04-05, passed 4-2-07; Am. Ord. 2012-04-02, passed 4-2-12; Am. Ord. 2012-12-02, passed 12-3-12; Am. Ord. 2014-06-10, passed 6-16-14; Am. Ord. 2017-08-05, adopted 8/7/2017)

TOWN OF CLAYTON
ORDINANCE AMENDMENT
CONSISTENCY AND REASONABLENESS STATEMENT
[2019-86-OA Recreation Open Space Ordinance Amendment]

The Town Council of the Town of Clayton hereby states:

Section 1: The above referenced ordinance amendment IS APPROVED.

Section 2: The above referenced ordinance amendment IS CONSISTENT with:

The Town of Clayton's Comprehensive Plan 2040, specifically:

- Goal ROS3: Provide sufficient parks and recreation facilities to meet the recreation and open space needs of residents and attract visitors of the Town of Clayton.

The requested ordinance amendment is consistent with the above referenced objectives within the Comprehensive Plan 2040. The proposed amendment seeks to require all subdivisions, including open space subdivisions, to pay 100% in recreation fees (as set within Clayton's Comprehensive Fee List). The Town continues to grow rapidly, and this amendment will allow the Town to meet the growing demand for additional recreational facilities.

Section 3: Based upon information presented at the public hearings and by the applicant, and based upon the recommendations and detailed information developed by staff and the Planning Board contained in the staff report, and considering the criteria applicable sections of the Unified Development Code of the Town of Clayton, specifically

that the ordinance amendment is consistent with the Comprehensive Plan 2040,

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

**TOWN OF CLAYTON
PLANNING BOARD WRITTEN RECOMMENDATION
Ordinance Amendment**

2019-86-OA Recreation/Open Space Ordinance Amendment

On May 28, 2019 the Planning Board heard the above-referenced request and made the following vote:

Recommendation to the Town Council to:

☒ approve the request.

☐ deny the request.

Recommendation(s) made this 28th day of May, 2019 while in regular session.

Signed:


Robert J. Ahlert, Planning Board Chair



Town Council Agenda Cover Sheet

Meeting Date

June 3 2019

Agenda Location

Introductions & Special Presentations

Item Title

Advanced Metering Infrastructure ("AMI") Project

Presenter

Ann Game, Customer Service Director; Andy Honeycutt, MeterSYS

Robert McKie, Finance Director

Summary/Description

The Town's project manager will provide an overview of the AMI project. The Finance Director will present the bid summary and recommendation to finance the AMI project via an installment purchase contract with Bank of America in conjunction with the findings resolution to file an application with the Local Government Commission ("LGC") for approval of the financing contract. The revenue generated from the \$2.00 AMI meter fee will cover the debt service payments over the 15-year term of the borrowing.

Requested Action

Approval

Funding Source (If Applicable):

Installment Financing provided by Bank of America

Cost: Yes ☒ No ☐

Not to exceed \$5.0 million.

Additional Documents to be Included in Agenda Packet

MeterSys AMI Presentation

Bid Summary and Recommendation from Davenport

Findings Resolution to File Application with LGC

Meeting Timeline

Click or tap here to enter text.

DAVENPORT & COMPANY

Davenport Public Finance

Independence Center
101 N. Tryon Street Ste. 1220
Charlotte, NC 28246

To Town of Clayton, North Carolina
From Davenport & Company LLC
Date May 28, 2019
Subject 2019 Installment Purchase Contract RFP Summary

Background

Davenport & Company LLC ("Davenport"), on behalf of the Town of Clayton, NC (the "Town"), distributed a Request for Proposals ("RFP") to secure a commitment for an Installment Purchase Contract to finance the Town's Advanced Meter Replacement project and pay related costs of issuance.

The RFP was distributed to over 50 National, Regional, and Local lending institutions. After the initial distribution, Davenport reached out to the potential bidders to assess their interest in the financing and address any questions they had.

As part of the RFP process, responding institutions were asked to provide both Bank Qualified and Non-Bank Qualified interest rates.

RFP Responses

Through this process, the Town was able to secure ten responses to the RFP, including:

1. Bank of America Public Capital Corp ("BAPCC");
2. Branch Banking & Trust Company ("BB&T");
3. Capital One Public Funding, LLC ("Capital One")
4. First Bank ("First Bank");
5. First Internet Bank ("First Internet Bank");
6. First National Bank ("First National");
7. Pinnacle Public Finance ("Pinnacle");
8. Sterling National Bank ("Sterling");
9. SunTrust Equipment Finance & Leasing Corp. ("SunTrust");
10. U.S. Bancorp Government Leasing and Finance, Inc. ("US Bank")

The following pages contain a summary of the key terms and conditions for the responses received.

DAVENPORT & COMPANY

May 28, 2019

Discussion Points

1. Interest Rate

A summary of the interest rates proposed by the 10 bidders is outlined in Table 1 below. All interest rates aside from the footnoted First National Bank rate are fixed through final maturity.

Table 1: Summary of Interest Rates

	A	B	C
	Lender	Bank Qualified	Non-Bank Qualified
1	Bank of America Public Capital Corp	2.6896%	2.6294%
2	BB&T	2.94%	3.05%
3	Capital One	3.05%	3.05%
4	First Bank	Not provided	3.39%
5	First Internet Bank	3.40%	3.40%
6	First National Bank	3.05% / 2.82% ¹	3.05% / 2.82% ¹
7	Pinnacle Public Finance	3.10%	3.10%
8	Sterling National Bank	2.93%	2.93%
9	SunTrust	2.88%	2.88%
10	US Bank	3.076%	3.076%

¹ Second rate is a fixed rate swap at 79% x (1-month LIBOR + 0.94%). Interest rate subject to change until a formal swap agreement is priced and executed.

The remainder of the memo will focus on the proposals offering the four lowest Bank Qualified interest rates: BAPCC, SunTrust, Sterling, and BB&T.

DAVENPORT & COMPANY

May 28, 2019

2. Prepayment Provisions

Prepayment provisions offered by the top 4 lending institutions are shown in Table 2 below.

Table 2: Summary of Prepayment Provisions

Lender	Prepayment Provisions
BAPCC	In whole on any date at 102.5% of par during the first half of the term, then prepayable at par on any date. ¹
SunTrust	In whole on any payment date at 103% in year 1, 102% in year 2, 101% in year 3, and par thereafter.
Sterling	In whole on any payment date beginning in years 5-8 at 101% and at par thereafter.
BB&T	In whole at any time for the first half of the term at 101% and at par thereafter.

¹ The Lender is willing to consider partial prepayments on an exception basis.

3. Bank Closing Fees

Bank closing fees required by the top 4 lending institutions are shown in Table 3 below.

Table 3: Summary of Bank Closing Fees

Lender	Bank Closing Fees
BAPCC	\$0
SunTrust	\$500
Sterling	\$7,500
BB&T	\$5,900

DAVENPORT & COMPANY

May 28, 2019

4. Estimated Debt Service

A summary comparison of the estimated debt service structure for the BAPCC, SunTrust, Sterling, and BB&T proposals are shown in Table 4. The preliminary estimated debt service shown accounts for estimated costs of issuance.

Table 4: Summary of Debt Service

A	B	C	D	E	F	G
Lender	BAPCC	BAPCC	SunTrust	Sterling	BB&T	BB&T
Bank Qualification	NBQ	BQ	BQ / NBQ	BQ / NBQ	BQ	NBQ
Sources						
1 Par Amount*	\$ 4,865,000	\$ 4,865,000	\$ 4,866,000	\$ 4,873,000	\$ 4,871,000	\$ 4,871,000
2 Total	\$ 4,865,000	\$ 4,865,000	\$ 4,866,000	\$ 4,873,000	\$ 4,871,000	\$ 4,871,000
Uses						
3 Project Fund*	\$ 4,750,000	\$ 4,750,000	\$ 4,750,000	\$ 4,750,000	\$ 4,750,000	\$ 4,750,000
4 Cost of Issuance*	115,000	115,000	115,000	115,000	115,000	115,000
5 Bank Fees	-	-	500	7,500	5,900	5,900
6 Additional Proceeds*	-	-	500	500	100	100
7 Total	\$ 4,865,000	\$ 4,865,000	\$ 4,866,000	\$ 4,873,000	\$ 4,871,000	\$ 4,871,000
8 Interest Rate*	2.6294%	2.6896%	2.8800%	2.9300%	2.9400%	3.0500%
9 All-in TIC*	2.9345%	2.9946%	3.1855%	3.2548%	3.2603%	3.3698%
10 Closing Date*	7/18/2019	7/18/2019	7/18/2019	7/18/2019	7/18/2019	7/18/2019
11 First Interest Payment	8/1/2020	8/1/2020	8/1/2020	8/1/2020	8/1/2020	8/1/2020
12 First Principal Payment	8/1/2020	8/1/2020	8/1/2020	8/1/2020	8/1/2020	8/1/2020
13 Final Maturity	8/1/2034	8/1/2034	8/1/2034	8/1/2034	8/1/2034	8/1/2034
Debt Service*						
Fiscal Year						
14 2021	\$ 397,540	\$ 398,574	\$ 404,201	\$ 406,935	\$ 406,379	\$ 409,930
15 2022	396,952	398,775	404,682	406,190	406,622	409,758
16 2023	396,695	399,379	404,848	406,250	406,655	409,553
17 2024	397,254	398,767	404,784	406,075	406,452	410,105
18 2025	396,603	398,968	404,490	406,666	407,014	410,382
19 2026	396,767	398,953	404,965	406,993	406,312	410,384
20 2027	396,721	398,722	404,181	406,057	406,374	410,112
21 2028	397,465	399,277	404,166	406,895	407,172	409,566
22 2029	396,972	398,590	404,893	406,422	406,676	409,745
23 2030	397,268	398,687	404,331	406,694	406,915	409,619
24 2031	397,328	398,542	404,510	406,674	406,860	410,188
25 2032	397,152	399,156	404,402	406,360	406,512	409,421
26 2033	396,739	398,500	404,005	406,754	406,869	410,350
27 2034	397,089	398,602	404,320	406,825	406,903	409,912
28 2035	397,176	398,436	404,318	406,574	406,613	410,139
29 Total	\$ 5,955,719	\$ 5,981,928	\$ 6,067,096	\$ 6,098,354	\$ 6,100,329	\$ 6,149,160
30 Difference vs. BAPCC NBQ	\$ -	\$ 26,209	\$ 111,377	\$ 142,635	\$ 144,609	\$ 193,441

* Preliminary and subject to change

Recommendation

Based upon our review of the proposals, related analyses, and discussions with Town Staff, Davenport recommends that the Town select the BAPCC Non-Bank Qualified proposal. BAPCC offers the lowest interest rate and total debt service cost for the financing while providing the flexibility to prepay the loan at any time.

Next Steps

June 3 rd	Town Council considers selecting a winning bidder and adopting a Findings Resolution.
June 17 th	Town Council considers adopting a Final Resolution.
By July 18 th	Close on Financing.

The U.S. Securities and Exchange Commission (the "SEC") has clarified that a broker, dealer or municipal securities dealer engaging in municipal advisory activities outside the scope of underwriting a particular issuance of municipal securities should be subject to municipal advisor registration. Davenport & Company LLC ("Davenport") has registered as a municipal advisor with the SEC. As a registered municipal advisor Davenport may provide advice to a municipal entity or obligated person. An obligated person is an entity other than a municipal entity, such as a not for profit corporation, that has commenced an application or negotiation with an entity to issue municipal securities on its behalf and for which it will provide support. If and when an issuer engages Davenport to provide financial advisory or consultant services with respect to the issuance of municipal securities, Davenport is obligated to evidence such a financial advisory relationship with a written agreement.

When acting as a registered municipal advisor Davenport is a fiduciary required by federal law to act in the best interest of a municipal entity without regard to its own financial or other interests. Davenport is not a fiduciary when it acts as a registered investment advisor, when advising an obligated person, or when acting as an underwriter, though it is required to deal fairly with such persons.

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The value of and income from investments and the cost of borrowing may vary because of changes in interest rates, foreign exchange rates, default rates, prepayment rates, securities/instruments prices, market indexes, operational or financial conditions or companies or other factors. There may be time limitations on the exercise of options or other rights in securities/instruments transactions. Past performance is not necessarily a guide to future performance and estimates of future performance are based on assumptions that may not be realized. Actual events may differ from those assumed and changes to any assumptions may have a material impact on any projections or estimates. Other events not taken into account may occur and may significantly affect the projections or estimates. Certain assumptions may have been made for modeling purposes or to simplify the presentation and/or calculation of any projections or estimates, and Davenport does not represent that any such assumptions will reflect actual future events. Accordingly, there can be no assurance that estimated returns or projections will be realized or that actual returns or performance results will not materially differ from those estimated herein. This material may not be sold or redistributed without the prior written consent of Davenport.

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Town of Clayton - IPC Repayment Plan

\$5M Par				
FY	Revenues Available	Level Debt Service	vs. Revenues	Revenues Balance
2020	379,200	-	379,200	379,200
2021	387,048	408,218	(21,170)	358,030
2022	395,068	408,318	(13,250)	344,780
2023	403,263	407,851	(4,587)	340,193
2024	411,638	408,199	3,439	343,632
2025	420,197	408,337	11,860	355,492
2026	428,944	408,265	20,679	376,171
2027	437,883	407,982	29,901	406,071
2028	447,019	408,489	38,529	444,601
2029	456,356	407,760	48,596	493,197
2030	465,899	407,820	58,079	551,275
2031	475,652	407,643	68,009	619,284
2032	485,621	408,230	77,391	696,675
2033	495,810	407,554	88,257	784,932
2034	506,225	407,641	98,584	883,516
2035	516,870	408,465	108,405	991,921
Total		6,120,770		

Municipal Advisor Disclosure

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DAVENPORT & COMPANY

TOWN COUNCIL
OF THE
TOWN OF CLAYTON, NORTH CAROLINA

Excerpt of Minutes
of Meeting of
June 3, 2019

Present: Mayor McLeod presiding, and Councilmembers _____

Absent: _____

Councilmember _____ introduced the following resolution, the title of which was read:

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION
FOR APPROVAL OF AN INSTALLMENT FINANCING CONTRACT
AUTHORIZED BY NORTH CAROLINA GENERAL STATUTES §
160A-20 AND MAKING CERTAIN FINDINGS REQUIRED BY
NORTH CAROLINA GENERAL STATUTES § 159-151

WHEREAS, the Town Council (the "Council") of the Town of Clayton, North Carolina (the "Town") desires to pursue the financing of the acquisition and installation of advanced metering equipment for use in the Town's electric and water systems, including without limitation, water meters, electric meters, and collectors (collectively, the "Equipment") pursuant to an installment financing contract, as permitted under N.C.G.S. § 160A-20; and

WHEREAS, it is anticipated that the cost of financing the Equipment and the payment of issuance expenses in connection with the financing will be approximately \$5,000,000; and

WHEREAS, the installment financing contract for the financing of the Equipment pursuant to N.C.G.S. §160A-20 must be approved by the North Carolina Local Government Commission (the "LGC") and will only be approved if the findings of N.C.G.S. § 159-151(b) have been made;

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town, as follows:

1. After consideration, the Council has determined that the most advantageous manner of financing the acquisition and installation of the Equipment is by an installment financing contract pursuant to Section 160A-20 of the General Statutes of North Carolina, as amended.

2. Pursuant to Section 160A-20(a), the Town is authorized to finance the acquisition and installation of the Equipment by entering into an installment financing contract or other security instruments that create security interests in some or all of the property financed or refinanced to secure repayment of such financing.

3. The proposed financing is necessary or expedient because it will provide needed equipment for the Town's electric and water systems.

4. The proposed financings are preferable to a bond issue for the same purpose because of low fixed costs and favorable interest rates offered through installment financing contract financing compared to a bond issue.

5. The cost of the proposed undertaking exceeds the amount of funds that can be prudently raised from currently available appropriations, unappropriated fund balances, and non-voted general obligation bonds that could be issued by the Town in the fiscal year pursuant to Article V, Section 4, of the North Carolina Constitution.

6. The sums proposed to be provided under the financing are adequate and not excessive for the stated purpose of financing the acquisition and installation of the Equipment.

7. The Town's debt management procedures and policies are good and have been carried out in strict compliance with law and will henceforth be so carried out.

8. There will be no increase in taxes necessary to meet the sums to fall due under the proposed financing.

9. The Town is not in default in any of its debt service obligations.

10. The attorney for the Town will render an opinion that the proposed financing is authorized by law and is a purpose for which public funds may be expended pursuant to the Constitution and laws of North Carolina.

11. Each of the Town Manager, the Town Finance Director and other appropriate officers of the Town is hereby authorized and directed to proceed with the financing of the Equipment and the filing of one or more applications with the LGC for its approval of such financing as described above for the financing of the Equipment in an amount not to exceed \$5,000,000, and the actions of any of the Town Manager, the Town Finance Director, and other officers of the Town in connection therewith are hereby approved and confirmed.

12. All other acts of the Council and the officers of the Town which are in conformity with the purposes and intent of this resolution and in furtherance of the financing of the Equipment are hereby ratified, approved and confirmed.

13. This resolution shall take effect immediately.

[Remainder of page intentionally left blank]

Councilmember _____ moved the passage of the foregoing resolution and Councilmember _____ seconded the motion and the resolution was passed by the following vote:

Ayes: Councilmembers _____

Nays: Councilmembers _____

Not voting: Councilmembers _____

* * * * *

I, Kimberly Moffett, 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 on June 3, 2019, as it relates in any way to the resolution hereinabove referenced and that such proceedings are recorded in the minutes of the Council. Pursuant to G.S. § 143-318.12, a current copy of a schedule of regular meetings of the Council for the Town is on file in my office.

WITNESS my hand and the official seal of the Town this ___ day of June, 2019.

Clerk
Town of Clayton, North Carolina

(SEAL)



Town Council Agenda Cover Sheet

Meeting Date

June 3 2019

Agenda Location

New Business

Item Title

Town of Clayton/Johnston County Interlocal Agreement for Provision of Fire Protection Services

Presenter

Lee Barbee, Fire Chief

Summary/Description

Every two years, the Town renews its contract with Johnston County for the Clayton Fire Department to provide fire services to the Claytex Fire Protection Service District, just as it does with each of the 24 fire departments in the County. The 2019-2021 agreement is included for review and approval.

Requested Action

Approval

Funding Source (If Applicable):

N/A

Cost: N/A Yes ☐ No ☒

Additional Documents to be Included in Agenda Packet

Clayton Interlocal Agreement Contract 4-26-2019

Appendix A

Clayton First Responder Agreement

Clayton Appendix C

Clayton Cardiac Arrest Agreement 2019

Fire Contract 2019-2021 Summary of Changes

JOHNSTON COUNTY EMERGENCY SERVICES

120 S. Third Street | PO Box 530 | Smithfield, NC 27577



Kevin Hubbard,
Emergency Services Director

Main Office Phone: (919) 989-5050 | Fax: (919) 989-5052

NORTH CAROLINA JOHNSTON COUNTY

INTERLOCAL AGREEMENT FOR PROVISION OF FIRE PROTECTION SERVICES

This Agreement (sometimes referred to as "Contract"), made and entered into this the first day of July, 2019, by and between County of Johnston, a political subdivision of the State of North Carolina, hereinafter referred to as the "County," and the Town of Clayton, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "Town" or "Contractor";

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

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

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

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

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pertinent federal, state, and local laws and regulations within the Fire District (sometimes referred to herein as "primary service area") and shall provide the necessary equipment, personnel, and those things necessary for furnishing such protection in the District. The District is defined in the map of the Fire Protection Service District on record with the Clerk to the Johnston County Board of Commissioners and in the GIS/Land Records Management of Johnston County. The services shall be in accordance with minimum standards set forth in this Agreement and all future amendments adopted in accordance with paragraph 18 of this Agreement. The Fire Department shall furnish said fire protection without charge to all persons and property located in the District in an efficient and competent manner. This provision shall not prohibit the Fire Department from recouping costs and expenses from incidents or from entering into contracts with the Federal, State, or local governments or utility companies for the provision of emergency protection services for a fee, or from applying for and/or receiving any donations, grants, or contributions of any kind, whether governmental or private.

- 7) Fire Department agrees that County has the right to inspect all books and accounts of Fire Department at any time. Said inspection shall be conducted by the Johnston County Board of Commissioners through the Johnston County Fire Marshal, the Johnston County Finance Officer, or other designees of the Johnston County Board of Commissioners. The Fire Department shall furnish all applicable materials and financial statements for the purpose of the annual audit conducted by the Town in conformity with General Accepted Accounting Principles or other comprehensive basis of accounting. The Town shall follow the applicable statutory procedures for letting of public contracts for fire apparatus, equipment, and construction as may be amended by the North Carolina Legislature from time to time. Fire Department shall maintain an accurate inventory of any property with a purchase price of \$5,000.00 or greater purchased in whole or in part with County Fire District funds for the purpose of providing and furnishing fire protection services to the Fire District pursuant to this Agreement.
- 8) If any condition of this Agreement is not being fulfilled by Fire Department to the satisfaction of County, in County's sole discretion, the Johnston County Finance Officer has the right to withhold any and all funds to be paid to Fire Department under this Agreement at any time and until such time as the Fire Department complies with the terms of this Agreement. If Fire Department refuses or fails to provide fire protection services, facilities, or functions as contemplated under this Agreement and to the sole satisfaction of County, the Johnston County Fire Marshal shall investigate the cause of said refusal or failure. During the investigation by the Johnston County Fire Marshal, County may withhold any and all funds due and payable to Fire Department. If the investigation by the Johnston County Fire Marshal determines that Fire Department has refused or failed to perform the duties and obligations of it as required herein, and certifies the results of the investigation to the County Manager, the County Manager may instruct the Finance Officer to withhold any and all funds to be aid to Fire Department under this Agreement until a resolution regarding the refusal or failure to perform is reached by the parties. If a resolution is unable to be reached by the parties, County, in its sole discretion, may withhold nay and all funds to be paid to Fire Department under this Agreement, terminate this Agreement for cause, or take any other such action as County deems necessary to protect the citizens of the District. Fire Department's failure to file reports required of it to any Federal, State, or local authority shall be grounds for County to terminate this Agreement with Fire Department for cause. If this Agreement is terminated by County for cause, Fire Department shall be liable to County for any and all funds appropriated and paid to Fire Department during the fiscal year in which the

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termination occurs. Additionally, Fire Department shall not be relieved of its obligations to County under paragraph (7) of this Agreement. Nothing herein shall affect Fire Department's ultimate rights to payments, or County's responsibility for payments, as outlined herein for services actually rendered by Fire Department prior to the effective date of any termination. Nothing herein shall prevent County and Fire Department, in the event of a termination of this Agreement for any reason, from entering into an agreement to provide services beyond the effective date of any such termination.

- 9) The Fire Department shall obtain and keep in force during the term of this contract the following minimum insurance coverage:
 - a. Worker's Compensation: Coverage for all paid and volunteer workers meeting the statutory requirements of the State of North Carolina;
 - b. Comprehensive General Liability, Malpractice, and Errors and Omissions: Coverage with minimum limits of \$1,000,000.00 per occurrence, \$1,000,000.00 aggregate combined single minimum for bodily injury liability and property damage liability;
 - c. Business Auto Policy: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired, and non-owned vehicles and employee non-ownership.
 - d. Management or Directors and Officers Liability: Coverage with minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.
 - e. Umbrella Liability: Coverage with a minimum limit of \$1,000,000.00 with underlying coverage of auto liability, general liability, employer's liability, and \$1,000,000.00 aggregate.
 - f. County as an Additional Insured: County of Johnston shall be named as an additional insured on all policies of insurance required hereunder. Fire Department shall furnish County a certificate of insurance annually.
 - g. Indemnity Agreement: Fire Department shall and hereby agrees to indemnify and save harmless County, from any and all liability and expenses, including attorney's fees, court costs, and other costs incurred by County caused by the negligent acts or omissions of Fire Department, its volunteers, agents and employees.
 - h. Nothing contained herein shall be construed as a waiver of immunity by the County.
- 10) The Fire Department shall provide services within the District (N.C. General Statute 153A-233) and maintain a minimum of a 9S/E rating or better with the North Carolina Department of Insurance, Office of State Fire Marshal. The Fire Department, shall continuously comply with all applicable laws, ordinances, and State regulations. Fire Department shall submit to the Johnston County Fire Marshal a written plan outlining how it will maintain or upgrade its current insurance rating when requested by the Johnston County Fire Marshal.
- 11) The Fire Department shall use reporting software supplied by Johnston County. The following information is required to be reported in the reporting software to be used for compiling reports: 1. Incident; 2. Staff; 3. Hydrants Testing and Maintenance; 4. Training. Fire Incident Reports shall be completed, utilizing the software provided by County, by the 10th day of the month showing completion of the reports for the previous month. The Fire Department shall keep all reports and records on site at Contractor's principal place of business for at least five years from the creation date. All mandatory State and County reports and rosters shall be submitted to the appropriate authority by the requested deadline.

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12) The Fire Department shall provide annually to the Johnston County Fire Marshal's Office a current and complete roster of members of the Fire Department to include contact numbers for the Chief and Assistant Chief(s).

13) The Fire Department agrees to provide automatic and mutual aid services to other emergency services providers in Johnston County. The Fire Department understands that other agencies will maintain their own liability policies and be responsible for their own expenses. The Fire Department further agrees that it will be responsible for its own expenses while responding to a request for mutual aid to another agency within the county. The current automatic aid agreement is included in Appendix A of this contract.

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

14) The following minimal performance standards are agreed upon by the County, Town, and the Fire Department and are part of this contract:

- a. The Fire Department shall comply with the procedures for radio communications and established protocols for the dispatch of emergencies as defined by the Johnston County Communications Center Protocols.
- b. The Fire Department officer in charge at all fire scenes shall attempt to determine the origin and cause of every fire. When the officer in charge cannot determine the origin and cause of the fire, or if the cause is suspected to be of an incendiary nature, the officer in charge shall request assistance from the Johnston County Fire Marshal's Division.
- c. The Fire Department shall keep all records on site for minimum period of five (5) years. These records include all those "Records and Documents" required to be maintained in order to meet and/or retain 9S classification, as published in that memo entitled "Requirements to Meet the 9S Rating for Initial Certification/Re-Inspection of Fire Departments in North Carolina," or any superseding memorandum or directive, published by the Office of the State Fire Marshal. All State and County required reports and rosters shall be submitted by the requested deadlines.
- d. The Fire Department shall adopt a standard operating guideline that addresses the number of firefighters required on all types of fire calls. A current, valid copy of the Contractor's guideline shall be kept on file with the Johnston County Fire Marshal. The Fire Department shall place at least four (4) personnel on the scene to operate at least one (1) pumper on all structure fire calls.
- e. The Fire Department shall have the minimum standard training requirements, as established by the State of North Carolina, for providing fire, rescue, and emergency management services. The Fire Department shall maintain training levels in accordance with National Incident Management System (NIMS) directives.

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- f. The Fire Department shall participate in at least two (2) or more county wide mutual aid trainings each year.
- g. The Fire Department shall develop a pre-fire incident survey and update it annually for all commercial buildings within the Fire Protection Service District. Facilities that should be given priority are those buildings displaying NFPA 704 placards, as well as hazardous, institutional, and assembly occupancies. The Fire Department agrees to cooperate with local fire code enforcement officials to determine hazards and occupancies. Upon request, the Johnston County Fire Marshal or his designee shall assist the Fire Department in developing pre-fire incident surveys for buildings within the Johnston County Fire Marshal's fire code enforcement service area.
- h. If pressurized fire hydrants are located within the fire district, the Fire Department shall adhere to the guidelines established by the Johnston County Public Utilities Department for the flowing of hydrants. The Fire Department shall immediately report any malfunctions or damage to hydrants to the entity owning the water system. The Fire Department shall conduct fire hydrant testing and maintenance on not less than an annual basis. Testing shall ensure that every wet and dry fire hydrant in the Fire Protection Service District is flushed and checked for accessibility, functionality, visibility, and operation. Records of fire hydrant tests and maintenance conducted by the Fire Department shall be completed and maintained in compliance with the North Carolina Rating System.
- i. The Fire Department shall follow the Johnston County Emergency Operations Plan when responding to an emergency or disaster.
- j. During a declared State of Emergency affecting the County, the Fire Department shall assist, within the limits of its personnel and equipment and capabilities and with deference to its primary service area, to the extent possible with the following services: 1) Debris removal from roadways; 2) Traffic Control; 3) Alert and notification; 4) Search and rescue; 5) Evacuation; and 6) other life saving and property protection measures as necessary. Request for additional assistance outside the primary service area shall be directed to the Fire Chief or designee. All operations shall be in accordance with the Johnston County Emergency Operations Plan.
- k. The Fire Department should have a public fire/life safety education program or similar activities for, at a minimum, educating persons regarding life safety from fire.
- l. When determining the need and location of additional facilities (fire stations, etc.), the Fire Department shall participate in a planning process involving the County Fire Marshal which evaluates, at a minimum, the needs of the department, the effects on property owners, the effects on insurance grading, and the impacts on adjoining fire districts.
- m. Each Fire Department may elect to voluntarily participate in certain services. Each department that provides these services shall be contracted or franchised for the operation of such service, pursuant to the rules set forth by the Johnston County Board of Commissioners. If the Fire Department has chosen to participate in any of these programs, the agreements can be found as Appendices of this contract:

JOHNSTON COUNTY EMERGENCY SERVICES

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Emergency Services Director

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SERVICE

Aid Agreement for Fire Protection
Medical Services
Rescue Services
Cardiac Arrest Assistance Agreement

APPENDIX

A
B
C

- 15) This agreement shall become effective the first day of July 2019, and remain in effect for a period not to exceed two years, subject to the continued legal existence of the District and the Fire Department, and further subject to the termination provisions of paragraph 8 and 17 hereof.
- 16) This agreement may not be transferred or assigned by the Town, nor may the services contracted for herein be sub-contracted to other parties unless approved by the Johnston County Board of Commissioners.
- 17) This contract may be terminated by either party upon advance notification to the other party by certified mail at least sixty (60) days prior to termination.
- 18) Either party may propose an amendment to this agreement by submitting the amendment in writing at least sixty (60) days in advance of the amendment's proposed effective date. Amendments to this agreement must be approved by both the County and the Town prior to becoming effective.
- 19) If any part of this Contract is for any reason held invalid or unconstitutional by any court of competent jurisdiction, that part shall be deemed a separate, distinct and independent provision, and the holding shall not affect the validity of the remaining portions of this Contract.
- 20) This contract is not intended to serve for the benefit of any third party. The rights and obligations contained herein belong exclusively to the entities that are parties hereto and no third party shall rely upon anything contained herein as a benefit to that third party.
- 21) The terms and provisions herein contained constitute the entire agreement by and between the County and the Town and shall supersede all previous communications, representations, or agreements, either oral or written between the parties hereto with respect to the subject matter hereof.
- 22) **RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained in this contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever; or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Fire Department to the County that may arise under the law or under the terms of this Agreement.

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- 23) **IRAN DIVESTMENT AND DIVESTMENT FROM COMPANIES BOYCOTTING ISRAEL.** By signing this agreement Contractor certifies that as of the date of execution they are not listed on the Final Divestment List created by the NC Office of State Treasurer pursuant to NCGS 147 Article 6E, Iran Divestment Act, Iran Divestment Act Certification. Contractor shall not utilize any subcontractor that is identified on the Final Divestment List. Any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company or business that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.
- 24) **E-VERIFY.** Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
- 25) **NOTICES:** All notices or other communications which shall be made pursuant hereto shall be in writing and shall be deemed to be given and received (a) when hand delivered to the address stated below, (b) three (3) days after being mailed to the address stated below, postage prepaid by certified or registered mail of the United States, return receipt requested to the address set forth below:

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

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

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

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

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

**JOHNSTON COUNTY
EMERGENCY SERVICES**

120 S. Third Street | PO Box 530 | Smithfield, NC 27577



Kevin Hubbard,
Emergency Services Director

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Johnston County Board of County Commissioners

By: _____
Chairman: Ted G. Godwin

Attest:

Clerk

Town of Clayton

By: _____
Mayor

Attest:

Clerk

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

By: _____
J. Chad McLamb, Finance Officer

**NORTH CAROLINA
JOHNSTON COUNTY**

FIRE PROTECTION SERVICES AGREEMENT

APPENDIX A

AID AGREEMENT FOR FIRE PROTECTION

AID AGREEMENT FOR FIRE PROTECTION

NORTH CAROLINA

JOHNSTON COUNTY

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

WITNESSETH:

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

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

AID AGREEMENT FOR FIRE PROTECTION

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

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

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

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

AID AGREEMENT FOR FIRE PROTECTION

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

AID AGREEMENT FOR FIRE PROTECTION

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

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

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

Town of Benson

William W. Mosening
Mayor

ATTEST:

Corrie M. Sorrell
Clerk



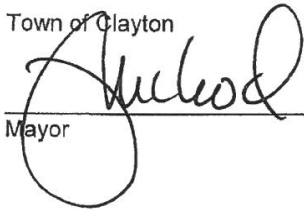
AID AGREEMENT FOR FIRE PROTECTION

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

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

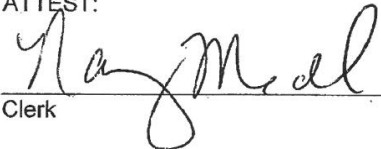
IN WITNESS WHEREOF, the municipal corporation have caused this instrument to be signed in its corporate name by its Mayors, attested by its Town Clerks and its corporate seal affixed, and, the corporations, have likewise caused this instrument to be signed in its corporate name by its President, attested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

Town of Clayton



Mayor

ATTEST:



Clerk

AID AGREEMENT FOR FIRE PROTECTION

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

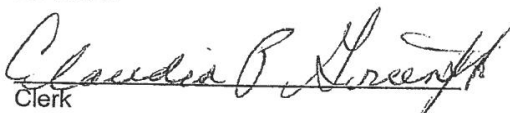
- 11) When any party contained in this agreement is providing automatic aid to another party, it is agreed to respond with a minimum of one piece of fire apparatus capable of carrying a minimum of 1,000 gallons of water.

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

Town of Selma


Mayor

ATTEST:


Clerk

AID AGREEMENT FOR FIRE PROTECTION

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

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

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

Town of Smithfield


Mayor

ATTEST:


Clerk



AID AGREEMENT FOR FIRE PROTECTION

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

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

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

Town of Zebulon


Fire Chief

ATTEST:


Town Clerk



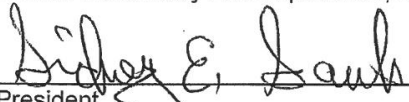
AID AGREEMENT FOR FIRE PROTECTION

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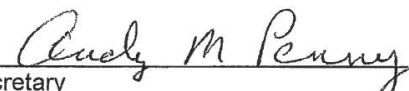
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50-210 Community Fire Department, Inc.



President

ATTEST:



Secretary

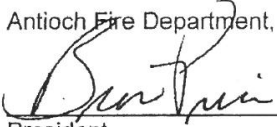
AID AGREEMENT FOR FIRE PROTECTION

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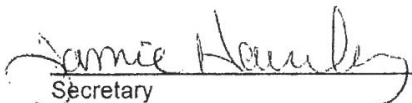
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Antioch Fire Department, Inc.



President

ATTEST:



Secretary

AN AGREEMENT FOR FIRE PROTECTION

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Archer Lodge Volunteer Fire Department, Inc.



President

ATTEST:



Secretary

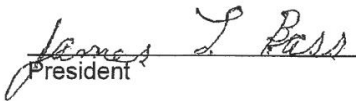
AID AGREEMENT FOR FIRE PROTECTION

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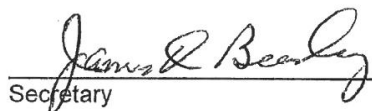
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Bentonville Volunteer Fire Department, Inc.



President

ATTEST:



Secretary

AID AGREEMENT FOR FIRE PROTECTION

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Bethany Rural Fire Department of Johnston County, Inc.



President

ATTEST:



Secretary

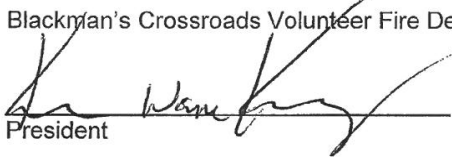
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Blackman's Crossroads Volunteer Fire Department


President

ATTEST:


Secretary

AID AGREEMENT FOR FIRE PROTECTION

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Brogden Rural Fire Department, Inc.

Clarence F. Norris, Jr.
President

ATTEST:

x Randy B. Whitley
Secretary

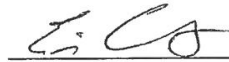
ALL AGREEMENT FOR FIRE PROTECTION

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Cleveland Fire Department, Incorporated



President

ATTEST:



Secretary

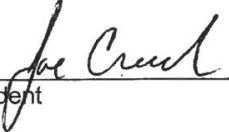
ALL AGREEMENT FOR FIRE PROTECTION

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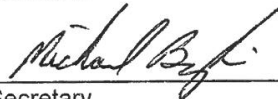
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Corinth-Holder Volunteer Fire Department, Inc.



President

ATTEST:



Secretary

ALL AGREEMENT FOR FIRE PROTECTION

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Elevation Fire Department, Incorporated



President

ATTEST:



Secretary

ALL AGREEMENT FOR FIRE PROTECTION

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Four Oaks Volunteer Fire Department, Inc.

Charles B. Stanley
President

ATTEST:

Jerome J. [Signature]
Secretary

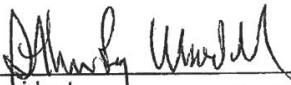
AGREEMENT FOR FIRE PROTECTION

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Gamer Volunteer Fire/Rescue Incorporated



President STEPHEN RAY WOODALL

ATTEST:



Secretary

ALL AGREEMENT FOR FIRE PROTECTION

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Kenly Volunteer Fire Department, Inc.

Bobby T. Pope
President

ATTEST:

Timothy J. Galt
Secretary



ALL AGREEMENT FOR FIRE PROTECTION

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Meadow Volunteer Fire Department, Inc.



President

ATTEST:



Secretary

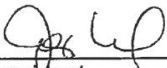
AGREEMENT FOR FIRE PROTECTION

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Micro Volunteer Fire Department, Inc.



President

ATTEST:



Secretary

AID AGREEMENT FOR FIRE PROTECTION

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Nahunta Volunteer Fire Department, Inc.

Anthony Peele
President

ATTEST:

[Signature]
Secretary

ALL AGREEMENT FOR FIRE PROTECTION

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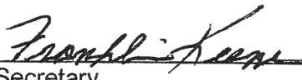
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Newton Grove Fire & Rescue, Inc.



President

ATTEST:



Secretary

ALL AGREEMENT FOR FIRE PROTECTION

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Oakland Volunteer Fire Department, Inc.



President

ATTEST



Secretary

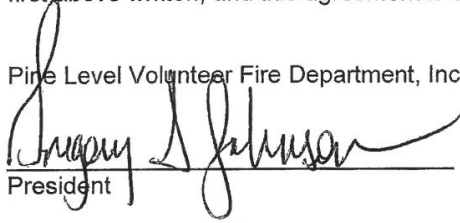
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Pine Level Volunteer Fire Department, Inc.


President

ATTEST:


Secretary

ARTICLE II. AGREEMENT FOR FIRE PROTECTION

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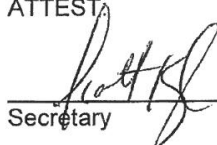
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Princeton Volunteer Fire Department, Incorporated



President

ATTEST



Secretary

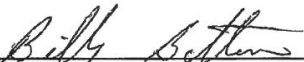
ALL AGREEMENT FOR FIRE PROTECTION

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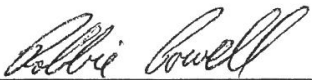
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Strickland Crossroads Fire Department, Incorporated



President

ATTEST:



Secretary

ADDITIONAL AGREEMENT FOR FIRE PROTECTION

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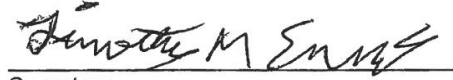
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Thanksgiving Fire Department, Incorporated


President

ATTEST:


Secretary

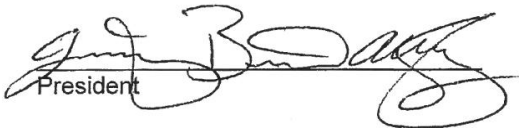
AID AGREEMENT FOR FIRE PROTECTION

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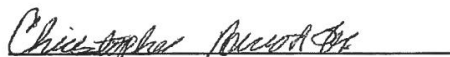
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West Johnston Fire Department


President

ATTEST:


Secretary

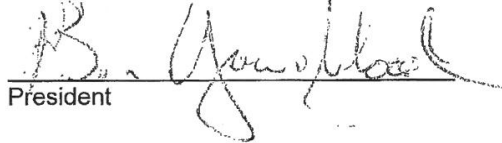
AGREEMENT FOR FIRE PROTECTION

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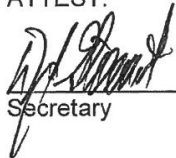
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Wilson's Mills Fire and Rescue Department



President

ATTEST:



Secretary



APPENDIX B

NORTH CAROLINA
JOHNSTON COUNTY

FIRE DEPARTMENT MEDICAL RESPONDER AGREEMENT

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

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

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

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

- A. The Fire Department will organize and maintain a medical responder unit that will comply with the applicable terms of the Johnston County Emergency Services EMS Division Fire Department Based Medical First Response Program Guidelines.
- B. The Fire Department will operate at the Johnston County First Responder, NC EMR or NC EMT certification level, as approved by the Johnston County EMS System per the Johnston County Emergency Services EMS Division Fire Department Based Medical First Response Program Guidelines.
- C. The Fire Department will properly document all relevant incident information into the provided Johnston County Records Management software.

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

Executed this the _____ day of _____, 20____.

DIRECTOR
JOHNSTON CO. EMERGENCY SERVICES

PRESIDENT/MAYOR/MANAGER/CHIEF
FIRE DEPARTMENT

JOHNSTON COUNTY EMERGENCY SERVICES

120 S. Third Street | PO Box 530 | Smithfield, NC 27577



Kevin Hubbard,
Emergency Services Director

Main Office Phone: (919) 989-5050 | Fax: (919) 989-5052

APPENDIX C

NORTH CAROLINA
JOHNSTON COUNTY

RESCUE SERVICES AGREEMENT

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

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

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

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

- ☒ EXTRICATION SERVICES PROVIDER
- ☐ LIGHT RESCUE PROVIDER (as outlined by N.C. Assoc. of Rescue and EMS)
- ☐ MEDIUM RESCUE PROVIDER (as outlined by N.C. Assoc. of Rescue and EMS)
- ☒ HEAVY RESCUE PROVIDER (as outlined by N.C. Assoc. of Rescue and EMS)
- ☐ WATER RESCUE – DIVE RESCUE PROVIDER (as outlined by N.C. Assoc. of Rescue and EMS)
- ☐ WATER RESCUE – OPEN WATER (STILL WATER) RESCUE PROVIDER (as outlined by N.C. Assoc. of Rescue and EMS)
- ☒ Confined Space Rescue (as outlined by N.C. Assoc. of Rescue and EMS)
- ☒ High Angle Rescue (as outlined by N.C. Assoc. of Rescue and EMS)
- ☒ Trench Rescue (as outlined by N.C. Assoc. of Rescue and EMS)

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

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

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

Executed this the _____ day of _____, 20____.

DIRECTOR
JOHNSTON CO. EMERGENCY SERVICES

PRESIDENT/MAYOR/MANAGER/CHIEF
FIRE DEPARTMENT

JOHNSTON COUNTY EMERGENCY SERVICES

120 S. Third Street | PO Box 530 | Smithfield, NC 27577



Kevin Hubbard,
Emergency Services Director

Main Office Phone: (919) 989-5050 | Fax: (919) 989-5052

NORTH CAROLINA JOHNSTON COUNTY

CARDIAC ARREST ASSISTANCE AGREEMENT

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

WHEREAS, that in cases of cardiac arrest, the intervention of trained personnel at the earliest possible time can greatly enhance the chances of recovery by the victim; and,

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

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

NOW THEREFORE, let it be resolved that Clayton Fire Department – Town of Clayton agrees to be dispatched to and to provide personnel for assistance with management of cardiac arrest emergencies.

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

- A. The Fire Department will maintain the necessary equipment to provide this service.
- B. The Fire Department will ensure that members involved are properly trained and certified to provide this service, specifically including certification in providing cardio-pulmonary resuscitation.
- C. The Fire Department will be available for response twenty-four hours daily to the extent possible, realizing that the number of responders may be limited.
- D. The Fire Department will properly document all relevant incident information into the provided Johnston County Records Management software.

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

Executed this the _____ day of _____, 20____.

DIRECTOR
JOHNSTON CO. EMERGENCY SERVICES

PRESIDENT/MAYOR/MANAGER/CHIEF
FIRE DEPARTMENT

NORTH CAROLINA
JOHNSTON COUNTY

Proposed 2019-2020 Fire Protection Contract

Summary of Changes to 2019-2021 Fire Protection Contract

- Throughout – Updated 2017 to 2019
- Section 5 – Changed - The Fire Department shall furnish said fire protection without charge to all persons and property located in the Fire District in an efficient and workmanlike **competent** manner.
- Section 12 – Changed – ~~The Fire Department shall create and maintain an incident report for all emergency responses for a minimum of five (5) years. The County shall provide and maintain an incident reporting database for the Fire Department's use. The Fire Department shall submit incident reports electronically to their respective County in a timely manner, either through direct entry into the County database or by electronic transmission of incident reports to the County.~~
The Fire Department shall use reporting software supplied by County. The following information is required to be reported in the reporting software to be used for compiling reports: 1. Incident; 2. Staff; 3. Hydrants Testing and Maintenance; 4. Training. Fire Incident Reports shall be completed, utilizing the software provided by County, by the 10th day of the month showing completion of the reports for the previous month. The Fire Department shall keep all reports and records on site at Contractor's principal place of business for at least five years from the creation date. All mandatory State and County reports and rosters shall be submitted to the appropriate authority by the requested deadline.
- Section 15 – Changed -The Fire Department officer in charge at all fire scenes shall attempt to determine the origin and cause of every fire. When the officer in charge cannot determine the origin and cause of the fire, or if the cause is suspected to be of an incendiary nature, the officer in charge ~~should~~ **shall** request assistance from the Johnston County Fire Marshal's Office.
- Section 15 – Added
 - d. **The Fire Department shall adopt a standard operating guideline that addresses the number of firefighters required on all types of fire calls. A current, valid copy of the Contractor's guideline shall be kept on file with the Johnston County Fire Marshal. The Fire Department shall place four (4) trained personnel on the scene to operate at least one (1) pumper when making the initial attack on all structure fire calls.**
 - e. **The Fire Department shall have the minimum standard training requirements, as established by the State of North Carolina, for providing fire, rescue, and emergency management services. The Fire Department shall maintain training levels in accordance with National Incident Management System (NIMS) directives.**
 - f. **The Fire Department shall participate in at least two (2) or more county wide mutual aid trainings each year.**

g. The Fire Department shall develop a pre-fire incident survey and update it annually for all commercial buildings within the Fire Protection Service District. Facilities that should be given priority are those buildings displaying NFPA 704 placards, as well as hazardous, institutional, and assembly occupancies. The Fire Department agrees to cooperate with local fire code enforcement officials to determine hazards and occupancies. Upon request, the Johnston County Fire Marshal or his designee shall assist the Fire Department in developing pre-fire incident surveys for buildings within the Johnston County Fire Marshal's fire code enforcement service area.

h. If pressurized fire hydrants are located within the fire district, the Fire Department shall adhere to the guidelines established by the Johnston County Public Utilities Department for the flowing of hydrants. The Fire Department shall immediately report any malfunctions or damage to hydrants to the entity owning the water system. The Fire Department shall conduct fire hydrant testing and maintenance on not less than an annual basis. Testing shall ensure that every wet and dry fire hydrant in the Fire Protection Service District is flushed and checked for accessibility, functionality, visibility, and operation. Records of fire hydrant tests and maintenance conducted by the Fire Department shall be completed and maintained in compliance with the North Carolina Rating System.

- Appendix B – Fire Department Medical Responder Agreement

Changed - ~~Medical Responder Program~~ to Fire Department Based Medical First Response Program throughout document.

Deleted – the letter B from EMT

Added - The Fire Department will properly document all relevant incident information into the provided Johnston County Records Management software.

NOTE: Interlocal/Municipal Contract items may be numbered different, but the changes are the same.



Town Council Agenda Cover Sheet

Meeting Date

June 3 2019

Agenda Location

New Business

Item Title

Budget Amendments for CAMPO LAPP Projects Capital Project Budget Ordinance and Special Revenue Fund.

Presenter

Robert McKie, Finance Director

Summary/Description

Finance is requesting to amend the Capital Project Budget Ordinance to reflect CAMPO's recent approval of additional funding for the Sam's Branch Phase II project at 80/20 instead of 50/50, which significantly reduces the local match requirement by \$716,121 in conjunction with funding the \$88,900 incremental local match contribution with recreation fee in lieu monies.

Requested Action

Approval

Funding Source (If Applicable):

Transfer from General Fund.

Cost: Yes ☒ No ☐

Incremental cost of local match is \$88,900.

Additional Documents to be Included in Agenda Packet

Sam's Branch Phase II Capital Project Budget Amendment.

Special Revenue Fund Budget Amendment

Meeting Timeline

Click or tap here to enter text.

Town of Clayton
Amendment to the Capital Project Budget
Ordinance

BE IT HEREBY ADOPTED BY THE TOWN COUNCIL
 FOR THE TOWN OF CLAYTON that the following
 amendments shall be made to the CAMPO LAPP Projects
 Budget Ordinance:

Fund: CAMPO LAPP Projects

<u>Line Item</u>	<u>Previous Appropriation</u>	<u>Adjustment</u>	<u>Revised Appropriation</u>
Revenues			
612-45 65	NCDOT TIP Project	\$2,823,154	+991,4
612-49 80 Fund	Due from General	\$1,903,151	-716,12
Expenditures			
612-58 01	Construction	\$4,395,305	+275,35

Explanation: Amendment to the capital project budget ordinance to reflect additional funding approved by CAMPO at 80/20 in conjunction with slightly higher construction costs for the Sam's Branch Phase II projects, which are one project for construction purposes. This amendment is required for compliance with G.S. 159-13.2. The following LAPP projects comprise the above amount:

1. Pedestrian Connector (Design – \$16,000; Construction – \$1,610,305)
2. Sam's Branch Phase II (Easement – \$25,000; Design – \$290,000; Construction – \$3,060,350)

Duly adopted this ____ day of _____, 2019 while in regular session.

 Jody L. McLeod
 Mayor

Attest:

Kimberly A. Moffett
Town Clerk

**Town of Clayton
Amendment to the FY 18-19 Budget**

BE IT HEREBY ADOPTED BY THE TOWN COUNCIL FOR
THE TOWN OF CLAYTON that the following amendments
shall be made to the FY 18-19 Budget:

Fund: Special Revenue Fund

<u>Line Item</u>		<u>Previous Appropriation</u>	<u>Adjustment</u>	<u>Revised Appropriation</u>	
Revenues					
210-48 99	Fund Balance Appropriated		\$0	+88,900	\$88,9
Expenditures					
210-59 23	Transfer to Capital Project Fund		\$0	+88,900	\$88,9

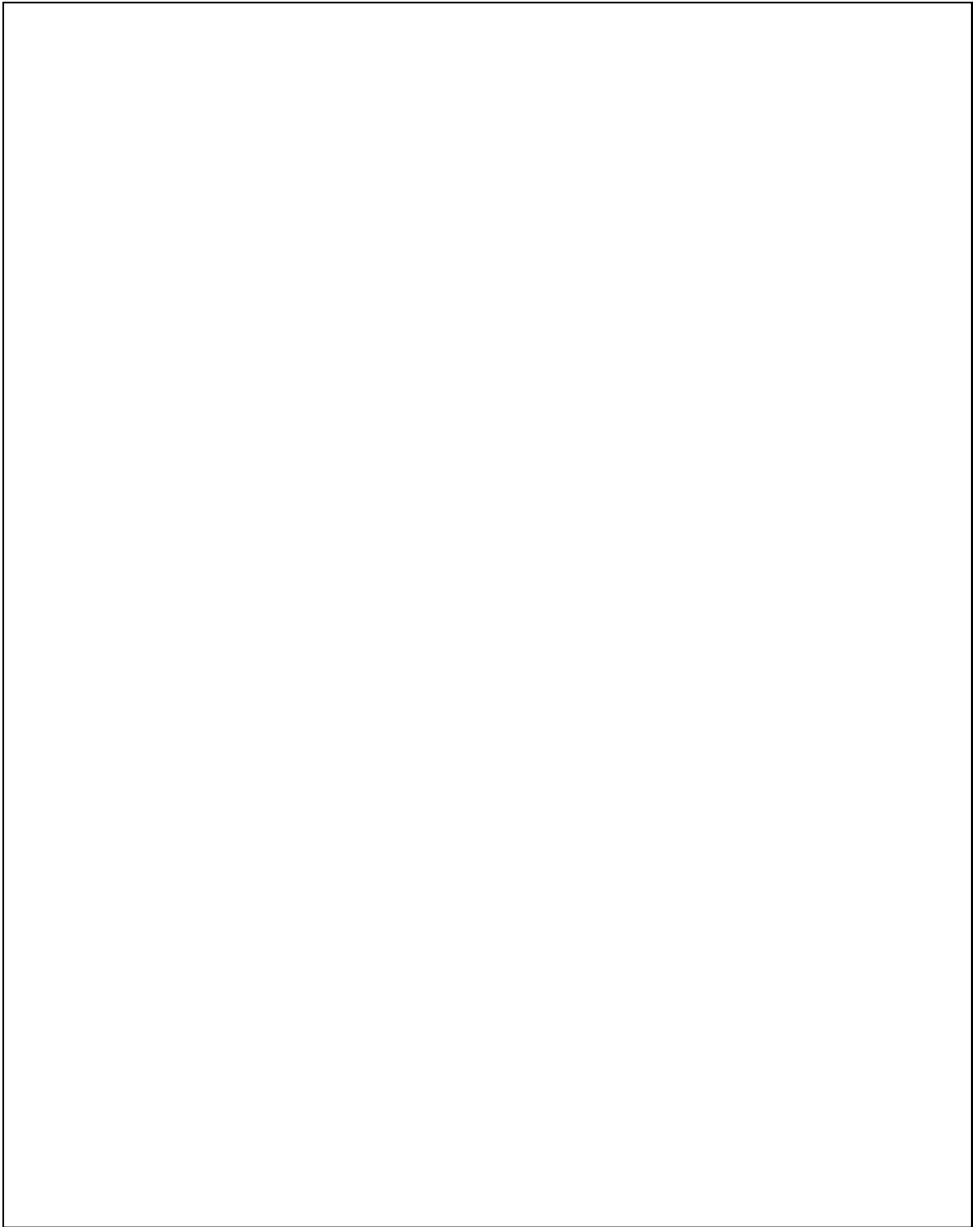
Amendment necessary to utilize recreation fee in lieu monies for the additional local contribution required to complete the Sam's Branch Phase II projects, which is required for compliance with G.S. 159-15.

Duly adopted this ____ day of _____, 2019 while in regular session.

Jody L. McLeod
Mayor

Attest:

Kimberly A. Moffett
Town Clerk





Town Council Agenda Cover Sheet

Meeting Date

June 3 2019

Agenda Location

New Business

Item Title

General Obligation Bond Resolutions for Parks and Recreational Facilities.

Presenter

Robert McKie, Finance Director

Summary/Description

The Finance Director will present the findings resolution for the issuance of general obligation bonds ("GO Bonds") in an amount not to exceed \$18 million for parks and recreational facilities in conjunction with the resolution to file an application with the Local Government Commission ("LGC") for approval such issuance, which is required by Article 4 of Chapter 159 of the North Carolina General Statutes.

Requested Action

Approval

Funding Source (If Applicable):

Cost: Yes ☐ No ☐

Additional Documents to be Included in Agenda Packet

GO Bond Resolutions.

Meeting Timeline

Click or tap here to enter text.

**TOWN OF CLAYTON, NORTH CAROLINA
RESOLUTION MAKING
PRELIMINARY FINDINGS RELATING TO PARKS AND RECREATION BONDS**

WHEREAS, the Town Council (the “Council”) of the Town of Clayton, North Carolina (the “Town”) has tentatively decided to pursue the issuance of general obligation bonds in the maximum aggregate principal amount of \$18,000,000 under the Local Government Bond Act, Article 4 of Chapter 159 of the North Carolina General Statutes (the “Act”) to finance, in part, the acquisition, construction, installation, and equipping of parks and recreation facilities in the Town (collectively, as further described herein, the “Project”); and

WHEREAS, this Council desires to take such steps as may be required under the Act in order to proceed with the financing of the Project with general obligation bonds;

NOW, THEREFORE, the Town Council of the Town of Clayton, North Carolina, meeting in regular session in Clayton, North Carolina, on June 3, 2019, makes the following findings of fact:

1. The Project can be adequately described as follows:

Acquisition, construction, installation, and equipping of parks and recreation facilities in the Town.

2. The Project is necessary and expedient because the availability of recreational space in the Town is limited and the population of the Town has expressed the desire for enhanced public recreation opportunities.

3. The amount of bonds is adequate for the proposed purpose because the Town’s managerial and planning staff has estimated total Project costs not to exceed \$18,000,000.

4. Facts supporting the conclusion that debt management policies have been carried out in compliance with the law and reasonable assurances that compliance with the law will henceforth be carried out are as follows:

(a) The Local Government Commission has taken no action against the Town, nor found the Town to have acted improperly in debt management.

(b) The Town has not defaulted on any debt obligation.

(c) The Town follows the debt management guidelines of the North Carolina Local Government Commission.

5. It is anticipated that no increase in the property tax rate is necessary to raise the debt service requirements.

6. The Mayor, Town Manager, and the Finance Director, or any of them, are hereby designated as the representatives of the Town to file an application for approval of the bonds with the Local Government Commission.

7. This resolution shall take effect immediately.

Duly adopted this this 3rd day of June, 2019 while in regular session.

Jody McLeod
Mayor

I, Kimberly Moffett, Town Clerk of the Town of Clayton, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a resolution entitled “**RESOLUTION MAKING PRELIMINARY FINDINGS RELATING TO PARKS AND RECREATION BONDS**” adopted by the Town Council of the Town of Clayton, North Carolina, at a meeting held on the ____ day of June, 2019.

Kimberly Moffett, CMC, NCCMC
Town Clerk

**TOWN OF CLAYTON, NORTH CAROLINA
RESOLUTION PROVIDING FOR PUBLICATION OF
NOTICE OF INTENT TO FILE APPLICATION WITH
RESPECT TO UP TO \$18,000,000 GENERAL OBLIGATION
PARKS AND RECREATION BONDS WITH LOCAL GOVERNMENT COMMISSION**

WHEREAS, the Town Council (the “Council”) of the Town of Clayton, North Carolina (the “Town”) has decided to pursue the issuance of general obligation bonds in the maximum aggregate principal amount of \$18,000,000 (the “Bonds”) under the Local Government Bond Act, Article 4 of Chapter 159 of the North Carolina General Statutes (the “Act”) to finance, in part, the acquisition, construction, installation, and equipping of parks and recreation facilities in the Town; and

WHEREAS, under the Act the issuance of the Bonds must be approved by the Local Government Commission, and, pursuant to G.S. § 159-50 of the Act, a notice of the intention to file an application with the Local Government Commission must be published prior to filing of the application; and

WHEREAS, the Council intends to make certain capital expenditures relating to the acquisition, construction, installation, and equipping of parks and recreation facilities in the Town prior to the issuance of the Bonds, and to reimburse the Town for such expenditures out of the proceeds of the Bonds;

NOW, THEREFORE, the Town Council of the Town of Clayton, North Carolina, meeting in regular session in Clayton, North Carolina, on June 3, 2019, does the following:

**BE IT RESOLVED BY THE TOWN COUNCIL FOR THE TOWN OF
CLAYTON, NORTH CAROLINA:**

1. The Town Clerk of the Town shall cause a notice, in substantially the form set forth below, to be published in *The Johnstonian*.

[FORM OF NOTICE]

**NOTICE OF INTENTION TO FILE AN APPLICATION
WITH THE LOCAL GOVERNMENT COMMISSION
CONCERNING TOWN OF CLAYTON, NORTH CAROLINA
\$18,000,000 GENERAL OBLIGATION PARKS AND RECREATION BONDS**

Notice is hereby given that the Town Council (the “Council”), of the Town of Clayton, North Carolina (the “Town”), intends to file an application with the Local Government Commission (the “LGC”) for approval of a bond issue pursuant to the Local Government Bond Act (G.S. § 159-43 et seq.). It is proposed that the bonds be general obligations of the Town in the maximum principal amount of \$18,000,000 and be issued to finance, the acquisition, construction, installation, and equipping of parks and recreation facilities in the Town. Any citizen or taxpayer of the Town may, within seven days after the date of publication of this

notice, file with the Council and the LGC a statement of any objections he or she may have to the bond issue at the following addresses:

Town Council
Town of Clayton
P.O. Box 879
Clayton, North Carolina 27528

Greg C. Gaskins, Secretary
Local Government Commission
3200 Atlantic Avenue, Longleaf Building
Raleigh, North Carolina 27604

TOWN OF CLAYTON
TOWN COUNCIL
By: Kimberly Moffett, Clerk

2. The Town hereby declares that it reasonably expects to make certain capital expenditures for the acquisition, construction, installation, and equipping of parks and recreation facilities in the Town, and to reimburse such expenditures out of the proceeds of the Bonds, up to a maximum amount of \$18,000,000. This resolution is intended to be a declaration of official intent under Internal Revenue Service Treasury Regulations § 1.150-2(e).

3. McGuireWoods LLP, Raleigh, North Carolina, shall serve as bond counsel for the Town in connection with adoption of the bond order, the referendum process and the bonds issued pursuant thereto.

4. This resolution shall take effect immediately.

Duly adopted this the 3rd day of June, 2019 while in regular session.

Jody McLeod
Mayor

I, Kimberly Moffett, Town Clerk of the Town of Clayton, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a resolution entitled "RESOLUTION PROVIDING FOR PUBLICATION OF NOTICE OF INTENT TO FILE APPLICATION WITH RESPECT TO UP TO \$18,000,000 GENERAL OBLIGATION PARKS AND RECREATION BONDS" adopted by the Town Council of the Town of Clayton, North Carolina, at a meeting held on the ____ day of June, 2019.

Kimberly Moffett, CMC, NCCMC
Town Clerk