



**Town of Clayton
Regular Town Council Meeting Agenda
Monday, June 17, 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. Certificate of Sufficiency - Annexation
 - 2019-100-ANX - Parkview Subdivision Phases 12, 16, & 17
[Certificate of Sufficiency](#)
- b. Resolution to Set Public Hearing - Annexation
 - 2019-100-ANX - Parkview Subdivision Phases 12, 16 & 17
[Resolution #2019-19](#)
- c. Resolution Directing Clerk to Certify Sufficiency - Annexation
 - 2019-112-ANX - Capps Property
[Resolution #2019-20](#)
- d. Resolution to Set Public Hearing - Annexation
2019-112-ANX - Capps Property
[Resolution #2019-21](#)
- e. Minutes
 - June 3, 2019 DRAFT Minutes - Regular Session
[June 3, 2019 DRAFT Minutes](#)

POTENTIAL ACTION: Adopt Consent Agenda as Presented

4. ADMINISTRATIVE ITEMS

- a. Recommendation of Appointments to Downtown Development Association
Advisory Board
Presenter: Kimberly Moffett, Town Clerk
 - Judy Ryan
 - John David Millican
 - Laura Johnson
 - Erin Belcher
 - Heidi Peach

[Cover](#)
[Applications](#)

- b. Resolutions Authorizing Johnston & Wake Counties to Collect Taxes on Behalf of the Town of Clayton
Presenter: Kimberly Moffett, Town Clerk

[Cover](#)
[Resolution #2019-22](#)
[Resolution #2019-23](#)

POTENTIAL ACTION: Adoption of Resolution #2019-22

POTENTIAL ACTION: Adoption of Resolution #2019-23

5. INTRODUCTIONS AND SPECIAL PRESENTATIONS

- a. New Employees and Employee Promotions
Presenters: Byron Poelman, Distribution & Collection System Manager; Dale Medlin, Electric Department Director and Lee Barbee, Fire Chief
- Michael Carpenter - Water & Sewer Preventative Maintenance
 - Devon Beck - Clayton High School - Lineman Apprentice
 - Joshua Bradley - North Johnston High School - Lineman Apprentice
 - Kevin Stancil- Fire Inspector
 - Stacey Turner- Captain
 - Cory Beard - Fire Equipment Operator
 - Anthony Marino - Fire Equipment Operator
 - Cody Goff - Firefighter
 - Chandler Parrott - Firefighter
 - Monica Munoz - (PT-FTE) Firefighter
 - Wesley Johnson - (PT-FTE) Firefighter
 - Joseph Behrend - (PT-FTE) Firefighter

[Cover - Apprentice Program](#)
[Cover - Fire Department](#)

6. PUBLIC HEARINGS

- a. 2019-86-OA - Recreation Open Space Credits *(Continued from 6/3/2019)*
Presenter: Planning Department

[Cover](#)
[Application](#)
[Staff Report - Final](#)
[Strikethrough Copy](#)
[Clean Copy](#)
[Consistency Statement](#)
[Recreation Open Space Fee Information](#)
[Newspaper Ad](#)
[Planning Board Recommendation](#)
[Motion Form](#)
[Ordinance #2019-06-05](#)

POTENTIAL ACTION: Adoption of Ordinance #2019-06-05

b. 2019-101-0A - Architectural Standards

Presenter: Planning Department

[Cover](#)

[Application](#)

[Staff Report](#)

[Strikethrough Copy](#)

[Clean Copy](#)

[Consistency Statement](#)

[Newspaper Ad](#)

[Planning Board Recommendation](#)

[Motion Form](#)

[Ordinance #2019-06-06](#)

POTENTIAL ACTION:

Adoption of Ordinance #2019-06-06

7. OLD BUSINESS

a. Abandonment Portion of Horne Street

Presenter: Samantha Wullenwaber, Planning Director

[Cover](#)

[Legal Description](#)

[Abandonment Plat](#)

[Newspaper Ad](#)

[Resolution #2019-24](#)

POTENTIAL ACTION:

Adoption of Resolution #2019-24

8. NEW BUSINESS

a. Stormwater Program Update

Presenters: Rich Cappola, Public Works Director and Hunter Freeman, Withers & Ravenel

[Cover](#)

POTENTIAL ACTION:

None - Informational Only

b. FY '18-'19 Budget Closeout Ordinances

Presenter: Robert McKie, Finance Director

- Salary Reserve
- Water & Sewer Fund
- Rollingwood Gravity

[Ordinance #2019-06-07](#)

[Ordinance #2019-06-08](#)

[Ordinance #2019-06-09](#)

POTENTIAL ACTION:

Adoption of Ordinance #2019-06-07

POTENTIAL ACTION:

Adoption of Ordinance #2019-06-08

POTENTIAL ACTION:

Adoption of Ordinance #2019-06-09

c. Resolution to Declare Surplus Property

- 220 East Main Street

Presenter: Adam Lindsay, Town Manager

[Cover](#)

[Procedures - Upset Bid](#)

[Resolution #2019-25](#)

POTENTIAL ACTION: Adoption of Resolution #2019-25

d. Capital Reserve Fund

Presenter: Robert McKie, Finance Director

[Cover](#)

[Resolution #2019-26](#)

[Ordinance #2019-06-10](#)

POTENTIAL ACTION: Adoption of Resolution # 2019-26

POTENTIAL ACTION: Adoption of Ordinance #2019-06-10

e. AMI Finance Installment Agreement

Presenter: Robert McKie, Finance Director

[Cover](#)

[Finance Agreement](#)

[Resolution #2019-27](#)

POTENTIAL ACTION: Adoption of Resolution #2019-27

9. STAFF REPORTS

a. Town Manager

b. Town Attorney

c. Town Clerk

d. Other Staff

- GO (General Obligation) Bond Schedule

Presenter: Scott Barnard, Parks & Recreation Director

10. OTHER BUSINESS

a. Informal Discussion & Public Comment

b. Council Comments

11. CLOSED SESSION

a. Closed Session Pursuant to NCGS §143-318.11.(a)(3)

POTENTIAL ACTION: Motion to Go Into Closed Session

12. 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.

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

CERTIFICATE OF SUFFICIENCY

To the Town Council of the Town of Clayton, North Carolina:

I, Kimberly A. Moffett, Town Clerk, do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein, in accordance with G.S. 160A-58.1.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Clayton, this 17th day of June, 2019.

Kimberly A. Moffett, CMC, NCCMC
Town Clerk

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 FIXING DATE OF PUBLIC HEARING ON QUESTION
OF ANNEXATION PURSUANT TO G. S.160A-31

WHEREAS, a petition requesting annexation of the contiguous area described herein has been received; and

WHEREAS, the Town Council has by resolution directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the Town Clerk as to the sufficiency of the petition has been made;

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

Section 1. A public hearing on the question of annexation of the contiguous area described herein will be held at Town Hall at 6:00 PM on Monday, July 15, 2019.

Section 2. Lying and being in Clayton Township, Johnston County, North Carolina and being more particularly described as follows:

Beginning at an existing concrete monument on the northern right-of-way of Liberty Lane; thence running along the northern right-of-way of Liberty Lane N 36°-58'-21" W 149.74' to an existing rebar; thence leaving said right-of-way along a common line with now or formerly Soon, LLC, N 48°-21'-28" E 200.23' to an existing concrete monument in the line of Donald C. Adams; thence along a common line with Donald C. Adams S 36°-46'-09" E 149.79' to an existing concrete monument, a common corner with Sam's Branch, LLC; thence along a common line with Sam's Branch, LLC, S 48°-21'-28" W 199.70' to the point and place of beginning containing 0.685 acres, more or less, located in Clayton Township, Johnston County, North Carolina.

Section 3. Notice of the public hearing shall be published once in The Johnstonian Newspaper, a newspaper having general circulation in the Town of Clayton, at least ten days prior to the date of the public hearing.

Duly adopted this 17th day of June 2019 while in regular session.

Michael Grannis
Mayor Pro Tem

ATTEST:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk

**ANNEXATION PETITION 2019-112-ANX
Portion of Stella Puckett Capps Estates
Parcel: Portion of 05026073 and 05026073V
Owners: Stella Puckett Capps Estate
Contiguous; 20.66 +/- 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 June 3, 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 17th day of June 2019, while in regular session.

Michael Grannis
Mayor Pro Tem

ATTEST:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk

ANNEXATION PETITION 2019-112-ANX
Portion of Stella Puckett Capps Estates
Parcel: Portion of 05026073 and 05026073V
Owners: Stella Puckett Capps Estate
Contiguous; 20.66 +/- acres

TOWN OF CLAYTON
RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION
OF ANNEXATION PURSUANT TO G. S.160A-31

WHEREAS, a petition requesting annexation of the contiguous area described herein has been received; and

WHEREAS, the Town Council has by resolution directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the Town Clerk as to the sufficiency of the petition has been made;

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

Section 1. A public hearing on the question of annexation of the contiguous area described herein will be held at Town Hall at 6:00 PM on Monday, July 15, 2019.

Section 2. Lying and being in Clayton Township, Johnston County, North Carolina and being more particularly described as follows:

BEGINNING AT AN EXISTING REBAR WITH NC GRID (NAD 83(2011)) COORDINATES: N 695,178.53 AND E 2,155,700.72, SAID POINT IS SOUTH 59°38'11" EAST 10,270.69' (GROUND), 10,270.54' (GRID) FROM N.C.G.S "MORIAH RESET 2" N.C GRID COORDINATES (2011): N 701,370.11; E 2,146,838.92 WITH COMBINED FACTOR 0.99988797. FROM SAID POINT OF BEGINNING THE FOLLOWING COURSES AND DISTANCES:
SOUTH 56°16'04" EAST 393.84 FEET TO A REBAR FOUND, THENCE NORTH 45°29'49" EAST 222.05 FEET TO AN IRON PIPE FOUND, THENCE NORTH 45°27'26" EAST 111.76 FEET TO AN IRON PIPE FOUND, THENCE SOUTH 43°40'36" EAST 724.52 FEET TO A POINT, THENCE SOUTH 65°55'28" WEST 7.86' FEET TO A POINT; THENCE SOUTH 48°01'23" WEST 268.99' FEET TO A POINT; THENCE SOUTH 47°44'39" WEST 618.46' FEET TO A POINT; THENCE SOUTH 48°23'42" WEST 250.76' FEET TO A POINT; THENCE SOUTH 48°40'52" WEST 116.06' FEET TO A POINT; THENCE NORTH 59°41'09" WEST 235.30' FEET TO A POINT, THE SOUTH EAST CORNER OF LOT3; THENCE NORTH 59°41'09" WEST 132.87' FEET TO A POINT ON THE EASTERN RIGHT OF WAY OF ENTERPRISE DRIVE AND THE WESTERN CORNER OF LOT 3; THENCE NORTH

30°17'58"EAST 164.72' FEET ALONG THE EASTERN RIGHT OF WAY TO ENTERPRISE DRIVE, TO A POINT, THE NORTH CORNER OF LOT 3; THENCE NORTH 30°17'58" EAST 235.28' FEET ALONG THE WESTERN LINE OF LOT 1 TO AN IRON PIPE FOUND; THENCE NORTH 59°42'01" WEST 32.68' FEET TO AN IRON PIPE FOUND; THENCE NORTH 30°17'58" EAST 399.69' FEET TO AN IRON PIPE FOUND; THENCE NORTH 59°39'57" WEST 479.78' FEET TO AN IRON PIPE FOUND; THENCE NORTH 46°52'42" EAST 315.58' FEET TO A REBAR FOUND; AND TO THE POINT AND PLACE OF BEGINNING CONTAINING 900,051 SQ. FT. OR 20.662 ACRES MORE OR LESS.

Section 3. Notice of the public hearing shall be published once in The Johnstonian Newspaper, a newspaper having general circulation in the Town of Clayton, at least ten days prior to the date of the public hearing.

Duly adopted this 17th day of June 2019 while in regular session.

Michael Grannis
Mayor Pro Tem

ATTEST:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk



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

COUNCIL PRESENT:

Mayor McLeod
Mayor Pro Tem Grannis
Council Member Satterfield
Council Member Holder
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 Department
Byron Poelman, Distribution Manager
David DeYoung, Economic Development Director
Samantha Wullenwaber, Planning Director
Ann Game, Customer Service Director
Robert McKie, Finance Director
Lee Barbee, Fire Chief
Blair Myhand, Police Chief
Joy Garretson, Library Director
Scott Barnard, Parks & Rec Director
Stacy Beard, Library Director
Rich Cappola, Public Works Director

COUNCIL ABSENT:

1 CALL TO ORDER

Pledge of Allegiance and Invocation

- a) Mayor McLeod called the meeting to order at 6:01 p.m. He led everyone in the Pledge of Allegiance as well as offering the 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
- b) Recognition - Chi Xi Zeta
- c) Recognition - Charles Strickland Retirement
- 43 Years of EMS/Rescue Service

- d) **Warranty Acceptances**
- Parkview, Phases 8 & 9
 - Summerlyn, The Groves
 - Bristol at Cobblestone, Phase 4

ACTION: Approval of Warranty Acceptances

Motion: Council Member
Second: Council Member
Vote: Unanimous

- e) **Resolution Directing Clerk to Certify Sufficiency - Annexation**
- 2019-100-ANX -Parkview Subdivision Phases 12, 16 & 17

ACTION: Adoption of Consent Agenda as Presented

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

4 ADMINISTRATIVE ITEMS

- a) **Recommendation of Advisory Board Appointment**
Presenter: Kimberly Moffett, Town Clerk
- Howard Manning - Public Art Advisory Board

ACTION: Appointment to Fill Unexpired Term

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

5 INTRODUCTIONS AND SPECIAL PRESENTATIONS

- a) **Employee Introduction & Promotions**
Presenters: Dale Medlin, Electric Department Director
- John Beasley - Electric Technician III

Mr. Medlin introduced John Beasley who was recently promoted to Electric Technician III. Mr. Medlin stated this promotion required a good deal of training and experience. Mr. Beasley stated he was appreciative of the opportunity and stated he was very excited to part of the team for the Town of Clayton. Council offered their congratulations.

- b) **Presentation of Recognition to Chi Xi Zeta**
Presenter: Jody McLeod, Mayor

Mayor McLeod read the Recognition and presented same to the group as well as having a photo opportunity.

6 PUBLIC HEARINGS

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

Mr. DeYoung requested this item be tabled until the July 15, 2019 council meeting.

ACTION: Tabled to July 15, 2019

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

Mr. Lindsay provided an overview of process of budget direction, followed by an in-depth PowerPoint presentation. He explained the many aspects of the proposed budget and shared details regarding Capital Improvement Plan (CIP), which include, public safety, transportation, parks and recreation, library and operation. Also shared were details about Capital Improvement Projects to include funding sources. These projects include; Southside Side Fire Station, Joint Public Safety Training Center, 105' Platform/Ladder Truck, Pumper Tank Truck, Pierce Enforcement Truck, Southwest Fire Station Design, Library Existing Facility Expansion, Municipal Park, Clayton Community Center Completion, Clayton Community Park, East Clayton Community Park, Harmony Playground @ East Clayton Community Park, Riverwood Property, Town Square Stage, Horne Square Upgrade, Vehicle Rotation Plan, Police Building Renovations, Town Hall Parking Expansion, Sam's Branch Tunnel/Trail Extension, Payton Drive Extension, Railroad Parking & First Street Extension, Operations Facility & Needs Study, Proactive Road & Maintenance Program, ADA Transition Plan, Sidewalk Improvement & Maintenance Master Plan, Dump Truck Replacements and 42W Widening (NCDOT Match). Mr. Lindsay shared information regarding tax rates and service increases and how they would impact on the average town resident. It is estimated that residents will see an average increase of \$28.66 monthly or \$343.94 on an annual basis. Included in this increase are property bill, utility/water bill and trash collection increase. Mr. Lindsay reminded the revaluation is handled by Johnston County, not the town, and further is mandated by the State of North Carolina. He further stated that the cost of providing all services are increasing across the State. Mr. Lindsay shared details regarding raising taxes in Clayton if there had not been a revaluation. He shared details regarding the financial analysis completed which determined that holding the tax rate would enable council to implement a nearly \$70 million capital improvement plan.

Representative from Davenport was present and shared details about the financial analysis they had completed. Shared were details regarding a debt affordability analysis? He stated that Clayton was setting a good example when it came to the process for creating a Capital Improvement Plan. He shared details regarding the breakdown of funding sources. He further stated that the Local Government Commission would look very favorably on the way this plan was set up. He stated Clayton had a balanced approach to the funding and would be well received by the rating agencies and bond investing

community. He stated we had a very solid AA rating. He stated everything is in line with our debt policies and is very sustainable. He further stated that should the tax rate be decreased, we would need to increase tax rates by as much as \$.007 in the next few years.

Mayor Pro Tem Grannis asked for additional information regarding Bond Referendum should the tax rate be reduced or dropped to revenue neutral. Mr. Lindsay stated that we would not be able to complete any of the proposed capital improvement projects with a revenue neutral budget and a reduction in tax rate would have a significant impact on the amount of the bond referendum.

Mr. Lindsay shared details regarding the proposed General Obligation Bond Referendum. He stated the bond would include the following projects; Municipal Park Upgrades, Clayton Community Park Upgrades to include Parking Lot Improvements, East Clayton Community Park Design & Construction of Artificial Turf and Parking Lot Paving and Clayton Community center to include expansion of fitness space, storage and expansion of flexible space for senior and youth programming, and parking expansion.

Mr. Lindsay shared details about the advantages of a bond to include lower borrowing rates for a better leverage of all the projects.

Mr. Lindsay stated the community would see significant upgrades and changes in the next 7-10 years as we transition to a medium size community.

Mayor Pro Tem Grannis discussed Sam's Branch Greenway and CAMPO 50/50 match. He stated that match has now changed to 80/20. He stated staff had worked very diligently on this. What this means is that CAMPO would provide 80% of funding and town would provide 20%.

Mayor Pro Tem Grannis asked about Payton Drive and response times and insurance rates. Mr. Lindsay stated with this project, Clayton would now be able to service this area and we would not have to rely on Archer Lodge.

Mayor Pro Tem Grannis asked about the figure that the council and staff cut out of budget prior to this time. He stated that when staff began budget was \$7 million over and department heads met and cut the budget. He further stated that council then cut the budget by an additional hundreds of thousands of dollars.

Mr. Lindsay stated this is a five year capital improvement plan.

Floor was opened for those wishing to speak.

Mr. Bloom was present and stated he was not speaking for himself but for the overall community. He stated that the question that hasn't been answered was would the tax rate been raised if there were not a revaluation or would everything been kept in the Capital Improvement Plan.

Mr. Ahlert was present and stated he was very disappointed and felt there was too much included in the Capital Improvement Plan and some items needed to be removed.

Mr. Mitchell was present and stated it seemed there wasn't much planned for the 42 West area as was for the 42 East area. He stated he had concerns regarding the water/sewer increase and the necessity of same.

Mr. Lipscomb was present and stated understood the need for the quality of life projects. He further stated he had some concerns regarding open space fees and proposed increases. He stated he would like to see those increases phased in. He offered his thanks and appreciation to the council for all they do.

Mr. Smith was present and stated he would also like to see some changes to the proposed open space fees.

With there being nothing further, the item was turned over to council for their deliberation.

Council Member Satterfield stated he has lived in this town for 61 years and loved this town. He stated yes he would have voted for taxes to be raised in order to do what needed to be done for Clayton. He stated we are growing from a small town to a medium town and that costs money. He stated he didn't like his taxes going up either but felt everything being done was in the absolute best interest of the towns and citizens.

Council Member Holder stated this was the hardest budget he had even been part of. He shared that if required, based on everything this town needs, yes he would have increased taxes.

Mayor Pro Tem Grannis shared his feelings and stated that without holding steady on taxes we would not be able to do GO Bond. He further stated that would mean many desperately needed projects would not be able to be completed for possibly 10 years. He further shared details about the history of the council and fiscal responsibility. He further stated the council did have the best interest of citizens at hand. He stated he had spoken with residents and stated there was a small minority that were opposed to the rates as opposed to those that were in favor. He stated that he continually asked staff many questions. He further stated council was concerned about the increase but believed in his heart that it was in the best interest of the citizens and the town to leave the rates where they are.

Council Member Bunn stated he has lived in the town of 57 years. He stated that this was his second budget. He shared how important street improvements were. He stated this budget was very difficult and further stated many hours were spent questioning and cutting the budget. He stated without this budget many of the needed projects would not be able to be completed.

Council Member Thompson stated he disagreed with budget and felt there was still work that needed to be done with want versus need. He also stated he was worried about many folks that are on a fixed budget. He further stated that so much work has gone into this budget, but still felt more could have been cut.

Mayor McLeod stated that in the 16 years he has been Mayor he has raised taxes and every time that has needed to happen that information had been shared with citizens. He further stated that was always done to meet the demand of what was needed for our community. He further stated that Clayton has been named as one of "best places to live", which has assisted in allowing us some of the best opportunities to include Novo Nordisk; a \$2 billion project that chose to be in Clayton. He stated this has not been an easy budget. He stated it was possible that he would have increased taxes without revaluation, it would have depended on circumstances. He shared information about the reputation of Clayton and its affordability to live and offers a wonderful quality of life. He shared details about increase of population of 41% in the past ten years. He stated how important and difficult this budget was. He further stated that residents always see how their money is spent.

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

Motion: Council Member Satterfield

Second: Mayor Pro Grannis

Vote: 4-1 (In Favor: Satterfield, Grannis, Holder & Bunn) Opposed: Thompson

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

Ms. Wullenwaber provided details regarding proposed amendment regarding Recreation/Open Space Standards. Currently, open space subdivisions receive a 50% credit towards recreation fees. Request is to require open space to pay 100% of fees to meet demand for additional recreation facilities, proposed fees outlined in the Comprehensive Fees & Charges List.

Staff recommends approval of the ordinance amendment and Planning Board recommends approval of the ordinance amendment.

Mayor Pro Tem Grannis confirmed that should property in development be used for public recreation and town approved a 100% credit would be given. Ms. Wullenwaber stated yes that was correct; if the town accepted the land, it would then be a town property, not a private property.

Ms. Ross clarified that once land was accepted by the town it would be property of Town of Clayton. Mr. Lindsay stated that historically we have not accepted. The proposed amendment would only take away the 50% credit tied to open space fee.

Floor opened for public comment.

Mr. Lipscomb was present and stated he supported this project but had concerns how it affected currently approved projects. He stated he had concerns about timing and the cost effect it have on developments that had already been designed.

Mayor McLeod asked for additional information. Ms. Wullenwaber stated the fee would be payable at the time of platting and stated there would a phase-in process in place. There was question regarding when proposed fees changes would go into effect. Mr. Lindsay provided additional details and stated fee effective July 1, 2019 would be \$1,000 per lot and would increase to \$1,500 effective January 1, 2020 and increase to \$2,000 per plot effective July, 1, 2020. Mr. Lindsay stated phasing could be spread out more if that were council desire.

Council Member Satterfield confirmed the current cost for recreation per house is \$6000. That was confirmed. There was brief discussion regarding how fee per house was determined. Ms. Medlin shared details how this figure was determined.

Mr. Lindsay stated above fees were adopted with budget, but fees could be adjusted, this is the reason there was no action attached to this item this evening.

Mr. Smith stated he was confused as to why fee schedule was adopted. Mr. Lindsay provided information. Mr. Smith stated he had concerns about this and stated an upcoming project could cost an additional \$100,000 based on the proposed fees. He stated projects needed to know their costs on the front end.

Mr. Lindsay asked that staff be able to return with different options/approaches and further stated we are still trying to find that balance. Staff will hold a meeting with Council Member Satterfield and Mayor Pro Tem Grannis prior to next council meeting on June 17.

It was agreed that staff will come back with options. Mayor McLeod stated he wanted information regarding best practices in this area.

ACTION: Discussion & Table Decision to June 17, 2019

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

7 OLD BUSINESS

8 NEW BUSINESS

- a) Advanced Metering Infrastructure "AMI" Project Update

Presenters: Ann Game, Customer Service Director and Robert McKie, Finance Director

Ms. Game introduced Andy Honeycutt. He shared details about the AMI Project including schedule summary of milestones to date. AMR Automated Meter Reading (information captured once per month) and AMI Advance Meter Infrastructure (information captured 720 times per month). He shared details about the technology objectives and ability to improve customer service and data. We are currently working in a hybrid process with some AMR and some manual readings. Also shared was a summary of Study Financial Metrics and Quantities. Also shared was information regarding the shortlisted bid comparison summary? Final selection for recommended was Ferguson/Senses at total bid of \$4,750,000. He shared details regarding the systems that would be installed to include; set up and activation, integration, network installation, all systems testing and full deployment. This process will take 18-24 months. Also shared was proposed program schedule summary with project completion date of 6/30/2021.

Council Member Bunn asked if any meters had been installed. It was stated that had not. Council Member Bunn asked what the charges were that were showing up on bills already. Mr. Lindsay stated this project had been approved with previous budget. He stated that this fee is being called out on bills to ensure that folks are aware of the new technology that will be available. Ms. Game stated that envelopes can be stamped with "message" to state "read back of bill, etc." Ms. Game feels it is good to be transparent and not bury the fee. Mayor Pro Tem Grannis asked how long that fee would be on bills. Ms. Game stated it would be eternal. Mr. Lindsay stated debt would be 15 years and at end of 15 years in theory we would be updating meters again. Currently meters are replaced 10-12 years on water and electric is approximately 15-20 years. Currently we have three meter readers and in the future that number will be reduced to two. After installation, meter maintenance will be required. Ms. Game shared details about ability to run reports on a daily basis and ability to catch a leak early on. She stated folks would be able to sign up for notifications regarding consumption amounts, etc.

Council Member Thompson offered his thanks to staff and stated this will allow staff to be proactive rather than reactive.

Mr. McKie provided information about installation purchase contract.

ACTION: Adoption of Resolution #2019- 16

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

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

Presenter: Lee Barbee, Fire Chief

Chief Barbee provided details about the Fire Protection Services. He stated there was a brief summary of changes.

ACTION: Approve Execution of Agreements

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

- c) Budget Amendment - CAMPO LAPP Projects
Presenter: Robert McKie, Finance Director

Mr. McKie provided details about above budget amendments.

ACTION: Adoption of Ordinances #2019-06-03 & #2019-06-04

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

- d) General Obligation Bond Resolutions for Parks and Recreational Facilities
Presenter: Robert McKie, Finance Director

Mr. McKie provided details about process for General Obligation Referendum and timeline.

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

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

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

Chief Myhand provided updated report regarding traffic safety at intersection of Main and Fayetteville Streets. He provided data as well as an illustration of the area. He stated all accidents this location were 90 degree accidents. He shared options to consider to improve safety at this intersection; remove parking spaces to improve sight, signalize intersection.

Council Member Satterfield and Council Member Bunn asked for

recommendation. Chief Myhand recommended removing at least one parking space on each side of intersection.

Mayor McLeod stated he was inclined to try and remove one space on all four quadrants and see if we experienced a decline. Should numbers continue then we need to look at removal of two spaces per quadrant. Mayor McLeod stated he was not sure how far we would get with NCDOT and signalization and further stated his concerns about traffic headed over to First Street.

Council Member Holder asked we considered a four-way stop. Chief Myhand stated that was a consideration but didn't feel four way stop signs actually improved safety or degraded traffic safety. He stated he felt the removal of one space per quadrant is a good first step.

Council Member Satterfield has concerns that folks will not stop parking. Chief Myhand stated he believed the street should be clearly marked/painted and referred to the clearly marked spaces by Vinson's Restaurant.

Unanimous agreement to proceed.

10 OTHER BUSINESS

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

11 ADJOURNMENT

- a) Adjourn the Meeting

ACTION: With there being nothing further, the meeting was adjourned at 8:59 p.m.

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

Jody L. McLeod
Mayor

ATTEST:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk



Town Council Agenda Cover Sheet

Meeting Date

June 17 2019

Agenda Location

Administrative

Item Title

DDA Board Appointment Recommendations

Presenter

Kimberly Moffett, Town Clerk

Summary/Description

The DDA Board has a total of 5 vacancies. One of those vacancies has an unexpired term of June 30, 2020 and the other four will have expiring terms of June 30, 2022. Recommendations for appointment to the Downtown Development Advisory Board are presented for consideration. The vacancies were advertised, applications received and interviews conducted.

Requested Action

Appointments

Funding Source (If Applicable):

N/A

Cost: N/A Yes ☐ No ☒

Additional Documents to be Included in Agenda Packet

Applications

Meeting Timeline

Click or tap here to enter text.



received 2/5/19
In-Town
Biz. Owner

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, please submit a separate application for each board.

CHOOSE ONE:

- | | |
|---|--|
| ☐ Planning & Zoning Board | ☐ Board of Adjustment |
| ☒ Downtown Development Assoc. | ☐ Clayton Library Board |
| ☐ Recreation Advisory Committee | ☐ Fire Dept. 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 and without notice. If there is any information you do not want released to the public, please do not include it.

Please type or use dark ink.

Name: Erin Belcher

Mailing Address: 234 E. Main Street

Physical HOME Address: 487 Kerriann Ln

Phone Number (HOME): 919-333-5861 (WORK) 919-550-3333

FAX Number: _____ Mobile Number: 919-333-5861

Email Address: dylansuniquegifts@gmail.com

*Female ☒ *Male ☐

*Race Black

Employer: Dylan's Unique Gifts & Weddings

Occupation: Owner

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

emailed 2-19-19

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

Length of residence in Clayton: 5 1/2 years

Do you live in the Clayton town limits: Yes ☒ No ☐ ETJ: Yes ☐ No ☐

How did you find out about this board or committee? Facebook ☐ Website ☐ TV ☐

Newspaper ☐ Email ☐ Twitter ☐ Mail ☒ Other _____

Outline your qualifications and why you wish to serve the board/committee you indicated.
I have worked with the DDA for the past 5 years in one capacity or another.

I have volunteered for many activities and consistently support whenever I can. I live in Clayton, I have a downtown business in Clayton, I do a variety of business in Clayton, I giveback to our community as a entrepreneur and as a patran.

State why you would be an asset to this board or committee. I am a Downtown Business.

I want to assist with the conservation of Clayton and keep it thriving for many Years to come.

Do you anticipate a conflict of interest if asked to serve as a member on the requested board or committee? No ☒ Yes ☐ If Yes, explain:

PLEASE LIST CURRENT AND PREVIOUS SERVICE TO THE COMMUNITY, CIVIC CLUBS, ETC., ACTIVITY AND ANY SPECIAL TALENTS.

Boards/Committees/Civic	From	To
Clayton Chamber of Commerce	2015	2018
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature

Date

- Please do not submit resumes or attachments.
- This application is a **public record**.
- Information in the application will be considered in making appointments.
- Candidates may be interviewed prior to appointment.
- If not initially appointed to serve, this application will remain active until August 1 of the following year.

Applications are to be turned in to the Town Clerk in person (111 East Second Street), by mail (Town of Clayton, PO BOX 879, Clayton, NC 27528) or by email (kmoftett@townofclaytonnc.org)



received
2/11/19
in-town

ADVISORY BOARD CANDIDATE APPLICATION

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

CHOOSE ONE:

☐ Planning & Zoning Board

☐ Board of Adjustment

☒ Downtown Development Assoc.

☐ Clayton Library Board

☐ Recreation Advisory Committee

☐ Fire Dept. 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 and without notice. If there is any information you do not want released to the public, please do not include it.

Please type or use dark ink.

Name: John David Millican

Mailing Address: 204 W. Stallings St.

Physical HOME Address: 204 W. Stallings St.

Phone Number (HOME): 9193598132 (WORK) n/a

FAX Number: n/a Mobile Number: 9193336499

Email Address: banker27520@yahoo.com

*Female ☐ *Male ☒

*Race Caucasian

Employer: Semi-retired

Occupation: Previously 29 years in banking with same company

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

emailed 2-19-19

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

Length of residence in Clayton: 18 years

Do you live in the Clayton town limits: Yes ☒ No ☐ ETJ: Yes ☐ No ☐

How did you find out about this board or committee? Facebook ☐ Website ☐ TV ☐

Newspaper ☐ Email ☐ Twitter ☐ Mail ☒ Other have known about CDDA since inception

Outline your qualifications and why you wish to serve the board/committee you indicated.

Long-term downtown Clayton resident; desire to keep improving on and adding to the

accomplishments of this board; experience volunteering with other boards and

bringing their perspectives to the table; being a customer of most downtown

businesses and seeing how the CDDA contributes to their success

State why you would be an asset to this board or committee. Knowledge and love of
local and state history; always thinking of ideas to enhance our downtown living experience;

great ideas for historic preservation and can represent the Clayton Historical Association

Do you anticipate a conflict of interest if asked to serve as a member on the requested board or committee? No ☒ Yes ☐ If Yes, explain:

PLEASE LIST CURRENT AND PREVIOUS SERVICE TO THE COMMUNITY, CIVIC CLUBS, ETC., ACTIVITY AND ANY SPECIAL TALENTS.

Boards/Committees/Civic

Clayton Historical Association, Chair

From
01/2017

To
present

Clayton Soil Trotters Garden Club, Treasurer

04/2018

present

White Memorial Presbyterian Church, Officer nominating Committee

02/2017

02/2018

NC Main Street Conference, Volunteer

03/2018

03/2018


Signature

11/12/2018
Date

- Please do not submit resumes or attachments.
- This application is a **public record**.
- Information in the application will be considered in making appointments.
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Applications are to be turned in to the Town Clerk in person (111 East Second Street), by mail (Town of Clayton, PO BOX 879, Clayton, NC 27528) or by email (kmofoffett@townofclaytonnc.org)



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, please submit a separate application for each board.

CHOOSE ONE:

- | | |
|---|--|
| ☐ Planning & Zoning Board | ☐ Board of Adjustment |
| ☒ Downtown Development Assoc. | ☐ Clayton Library Board |
| ☐ Recreation Advisory Committee | ☐ Fire Dept. 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 and without notice. If there is any information you do not want released to the public, please do not include it.

Please type or use dark ink.

Name: Judy Ryan
Mailing Address: 263 Grantwood Dr, Clayton 27527
Physical HOME Address: same
Phone Number (HOME): 919-619-8155 (WORK) 919-560-0353
FAX Number: _____ Mobile Number: 919-619-8155
Email Address: jaryan612@gmail.com
*Female ☒ *Male ☐ *Race white
Employer: Durham County
Occupation: Administrative Officer

*This information is voluntary and is requested for the sole purpose of assuring that a cross section of the community is appointed; NC GS 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: 3+ years

Do you live in the Clayton town limits: Yes ☒ No ☐ ETJ: Yes ☐ No ☐

How did you find out about this board or committee? Facebook ☐ Website ☒ TV ☐

Newspaper ☐ Email ☐ Twitter ☐ Mail ☐ Other _____

Outline your qualifications and why you wish to serve the board/committee you indicated.

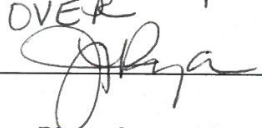
I have admired the concert series ever since moving to Clayton. I have lots of volunteer experience & a desire to serve the community

State why you would be an asset to this board or committee. Desire to

Serve Community. I will be retiring in December and would love to be a part of the Clayton community

Do you anticipate a conflict of interest if asked to serve as a member on the requested board or committee? No ☒ Yes ☐ If Yes, explain:

PLEASE LIST CURRENT AND PREVIOUS SERVICE TO THE COMMUNITY, CIVIC CLUBS, ETC., ACTIVITY AND ANY SPECIAL TALENTS.

Boards/Committees/Civic	From	To
Mothers Against Drunk Driving	1989	1995
Junior League of Bell County TX	1998	2002
Tem-Cat Booster Club	1998	1999
Village Captain (Brier Creek Raleigh)	2009	2015
OVER		
	Signature	8/16/18 Date

- Please do not submit resumes or attachments.
- This application is a **public record**.
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Village Social Committee (Chair) 2009 - 2015
(Brier Creek, Raleigh)

Brier Creek Community Watch (Chair) 2014 - 2015

Brier Creek Social Committee (Chair) 2014 - 2015
(Country Club - Raleigh)

"Scene Stealer" Clayton Center 2015 - current

Womans Club of Clayton 2016 - current

Work Committees

Orange County Employee Consortium (Rec. Sec 2010)

Durham County Health/Wellness 2015 - current

Durham County Employee Safety (Rec. Sec. 2016 - current)

Durham County Cares 2011 - current



ADVISORY BOARD CANDIDATE APPLICATION

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

CHOOSE ONE:

Planning & Zoning Board

Board of Adjustment

Downtown Development Assoc.

Clayton Library Board

Recreation Advisory Committee

Fire Dept. 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 and without notice. If there is any information you do not want released to the public, please do not include it.

Please type or use dark ink.

Name: _____

Mailing Address: _____

Physical HOME Address: _____

Phone Number (HOME): _____ **(WORK)** _____

FAX Number: _____ **Mobile Number:** _____

Email Address: _____

***Female** ☐ ***Male** ☐

***Race** _____

Employer: _____

Occupation: _____

*This information is voluntary and is requested for the sole purpose of assuring that a cross section of the community is appointed; NC GS 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: _____

Do you live in the Clayton town limits: Yes ☐ No ☐ ETJ: Yes ☐ No ☐

How did you find out about this board or committee? Facebook Website TV
Newspaper Email Twitter Mail Other _____

Outline your qualifications and why you wish to serve the board/committee you indicated.

State why you would be an asset to this board or committee. _____

Do you anticipate a conflict of interest if asked to serve as a member on the requested board or committee? No Yes If Yes, explain:

PLEASE LIST CURRENT AND PREVIOUS SERVICE TO THE COMMUNITY, CIVIC CLUBS, ETC., ACTIVITY AND ANY SPECIAL TALENTS.

Boards/Committees/Civic	From	To
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature **Date**

- Please do not submit resumes or attachments.
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- Information in the application will be considered in making appointments.
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* 1- First Choice -
can dedicate
time - H&P

ADVISORY BOARD CANDIDATE APPLICATION

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Planning & Zoning Board

Board of Adjustment

Downtown Development Assoc. ✓

Clayton Library Board

Recreation Advisory Committee

Fire Dept. 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 and without notice. If there is any information you do not want released to the public, please do not include it.

Please type or use dark ink.

Name: HEIDI - LEE PEACH

Mailing Address: P.O. Box 658, CLAYTON, NC 27528

Physical HOME Address: 335 WATSON'S MILL LANE, CLAYTON, NC 27527

Phone Number (HOME): 919-550-7027 (WORK):

FAX Number: NA. Mobile Number: 410-952-2925

Email Address: heidilee.peach@gmail.com

*Female ☒ *Male ☐

*Race

Employer: Self

Occupation: Designer/Artist

*This information is voluntary and is requested for the sole purpose of assuring that a cross section of the community is appointed; NC GS 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: 7.5 years

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

How did you find out about this board or committee? Facebook ☐ Website ☒ TV ☐ Newspaper ☐ Email ☐ Twitter ☐ Mail ☐ Other Past and new Town Manager

Outline your qualifications and why you wish to serve the board/committee you indicated.

Color expert, quick 1/8" x 1/4" scaled sketcher for potential tenants, space planner and keen eye for quality design. I want to help Clayton look good!

State why you would be an asset to this board or committee.

As a designer with a strong interest in historical research & preservations I can help catalog homes in Clayton

Do you anticipate a conflict of interest if asked to serve as a member on the requested board or committee? No Yes If Yes, explain:

PLEASE LIST CURRENT AND PREVIOUS SERVICE TO THE COMMUNITY, CIVIC CLUBS, ETC., ACTIVITY AND ANY SPECIAL TALENTS.

Boards/Committees/Civic	From	To
<u>CVA-Clayton Visual Arts</u>	<u>2009</u>	<u>present</u>
<u>JC Master Gardeners</u>	<u>2010</u>	<u>2014</u>
<u>Involved with Decorator Showhouse</u>	<u>1998</u>	<u>MD - (Great Idea for here!)</u>
<u>Attended NC Main Street Training</u>	<u>2013</u>	<u>2015</u>
<u>DDA - Clayton</u>	<u>2013</u>	<u>present</u>
<u>Heidi Lee Peach</u>		<u>11-11-15</u>
Signature		Date

- Please do not submit resumes or attachments.
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Town Council Agenda Cover Sheet

Meeting Date

June 17 2019

Agenda Location

Administrative

Item Title

Resolutions Authorizing Tax Collections on Behalf of Town of Clayton

Presenter

Blake Mills, Asst. Public Works Director

Summary/Description

These Resolutions are created on an annual basis and will authorize County Tax Administrators of both Johnston and Wake Counties to levy and collect property taxes on behalf of the Town of Clayton

Requested Action

Approval

Funding Source (If Applicable):

N/A

Cost: N/A Yes ☐ No ☒

Additional Documents to be Included in Agenda Packet

Resolutions

Meeting Timeline

Click or tap here to enter text.

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

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

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

Duly adopted this 17th day of June 2019, while in regular session.

Michael Grannis
Mayor Pro Tem

ATTEST:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk

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

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

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

Duly adopted this 17th day of June 2019, while in regular session.

Michael Grannis
Mayor Pro Tem

ATTEST:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk



Town Council Agenda Cover Sheet

Meeting Date

June 17 2019

Agenda Location

Introductions & Special Presentations

Item Title

Apprenticeship Program Recognition:

- Devon Beck, Clayton High School
- Joshua Bradley, N. Johnston High School

Presenter

Dale Medlin: Electric Director

Summary/Description

The Town of Clayton is proud to be part of a new Johnston County/ElectriCities Member Lineman Apprenticeship Program. We will share details about the program as well as introduction of the candidates who have qualified to attend the 360 hour hands-on program. .

Requested Action

Informational Only

Funding Source (If Applicable):

N/A

Cost: N/A Yes ☐ No ☒

Additional Documents to be Included in Agenda Packet**Meeting Timeline**



Town Council Agenda Cover Sheet

Meeting Date

June 17 2019

Agenda Location

Introductions & Special Presentations

Item Title

FD Promotions and New Hires

Presenter

Lee Barbee, Fire Chief

Summary/Description

The Fire Department would like to recognize members of our staff in their recent promotions.

Kevin Stancil- Fire Inspector
Stacey Turner- Captain
Cory Beard- Fire Equipment Operator
Anthony Marino- Fire Equipment Operator
Cody Goff- Firefighter
Chandler Parrott- Firefighter
Monica Munoz- (PT-FTE) Firefighter
Wesley Johnson- (PT-FTE) Firefighter
Joseph Behrend- (PT-FTE) Firefighter

Requested Action

Informational Only

Funding Source (If Applicable):

N/A

Cost: N/A Yes ☐ No ☒

Additional Documents to be Included in Agenda Packet**Meeting Timeline**

Click or tap here to enter text.



Town Council Agenda Cover Sheet

Meeting Date

June 17 2019

Agenda Location

Public Hearings

Item Title

2019-86-OA Recreation Open Space Credits Ordinance Amendment

Presenter

Planning Department

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 Council – June 3, 2019 (hearing continued)



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

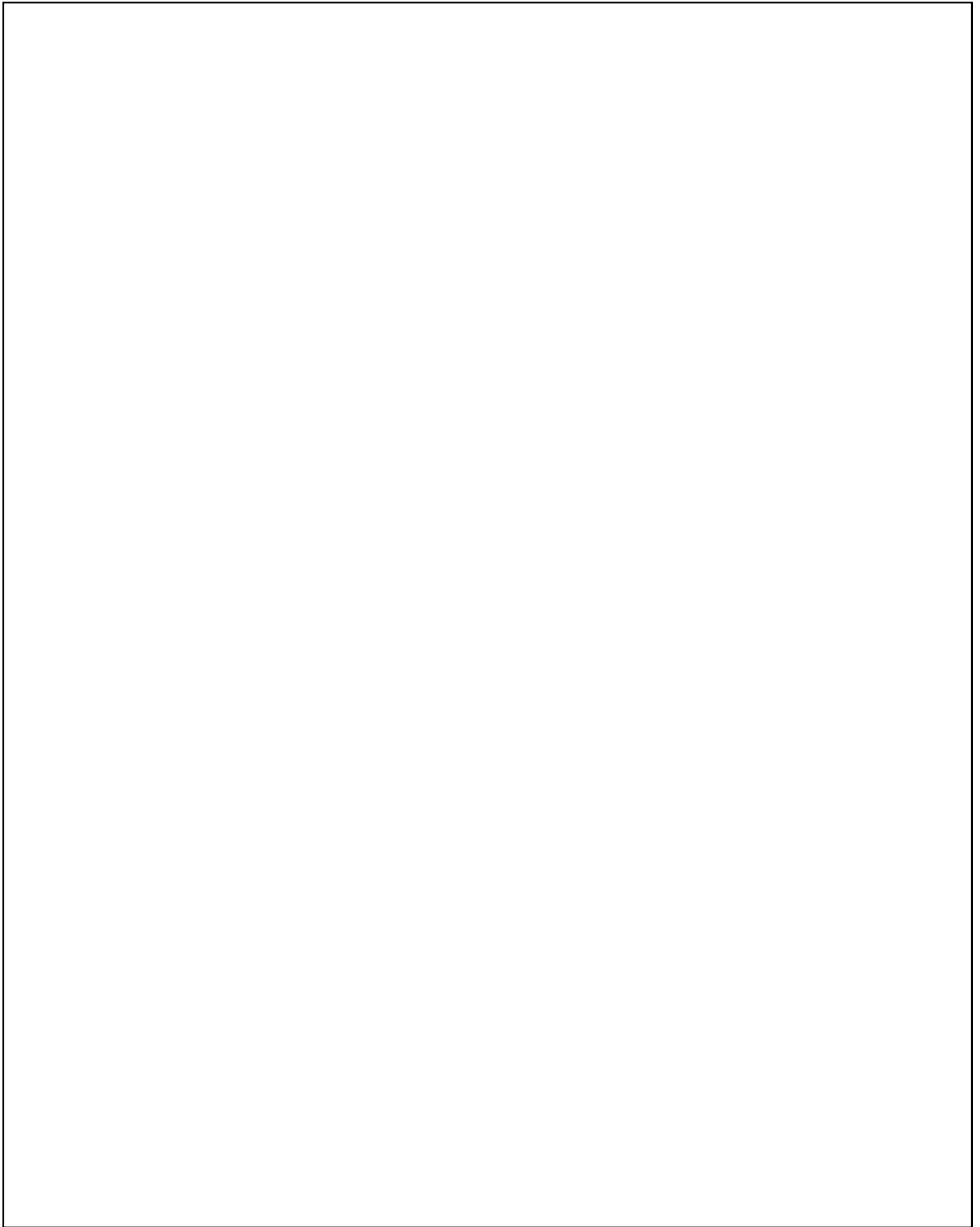
- The Planning Board shall make a recommendation to Town Council. The Town Council shall make a final decision regarding revisions to the Town Code.
-

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



§ 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)

Part 2. Nonresidential Districts. This Part sets forth § 155.203(K)

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 (%)	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**

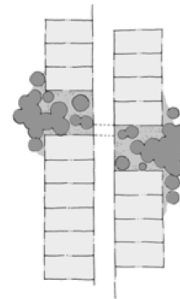
- (a) All residential development shall be required to either dedicate a portion of the land in the subdivision, or land in another location if approved by Town Council for recreation or open space use, or make a payment-in-lieu of dedication at a rate as set forth in the Town's Comprehensive List of 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 (1H)(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.

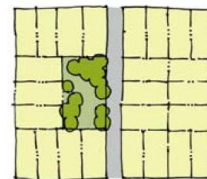
Tot Lot & Playgrounds (Private Only). *Playgrounds provide play areas for children as well as open shelter and benches. Playgrounds may be built within squares, greens, mini-parks and neighborhood parks or may stand alone within a residential block.*

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.



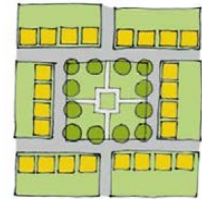
Plaza. *Plazas are for passive recreation use adjacent to a civic or commercial building. Plazas are paved in brick or another type of imperious surface.*

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.



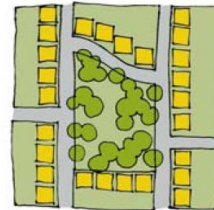
Squares. *Squares are formal areas for passive recreation use bound by streets or front facing lots.*

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.



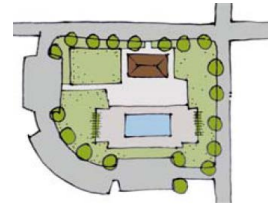
Neighborhood Park. *Neighborhood parks are designed for active or passive recreation use. Maximum park size can exceed five acres if the neighborhood park creates an open space that services an entire neighborhood or a group of neighborhoods; or incorporates physical features which are an asset to the 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.

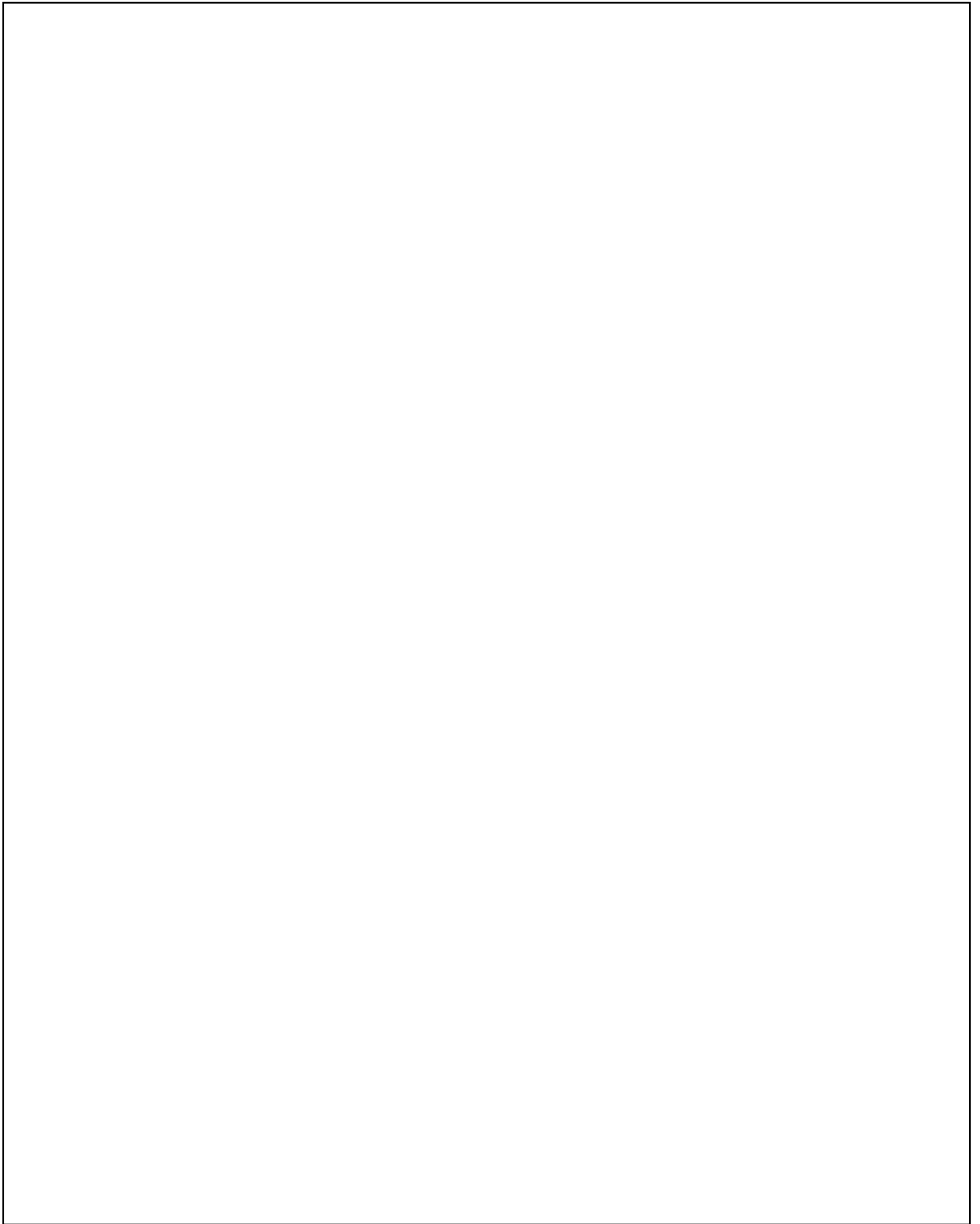
(b) **Uses**

- 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)



§ 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)

Part 2. Nonresidential Districts. This Part sets forth § 155.203(K)

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 (%)	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.

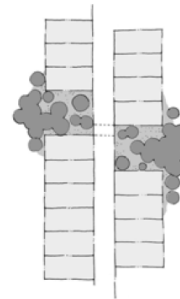
(2) **All Residential Subdivisions**

- (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 (l)(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.

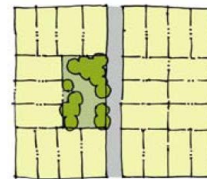
Tot Lot & Playgrounds (Private Only). *Playgrounds provide play areas for children as well as open shelter and benches. Playgrounds may be built within squares, greens, mini-parks and neighborhood parks or may stand alone within a residential block.*

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.



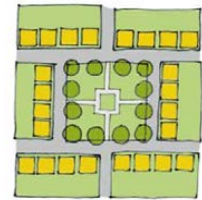
Plaza. *Plazas are for passive recreation use adjacent to a civic or commercial building. Plazas are paved in brick or another type of imperious surface.*

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.



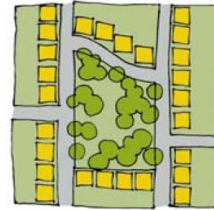
Squares. *Squares are formal areas for passive recreation use bound by streets or front facing lots.*

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.



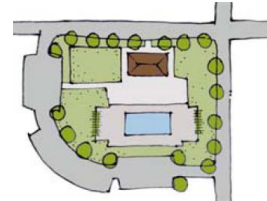
Neighborhood Park. *Neighborhood parks are designed for active or passive recreation use. Maximum park size can exceed five acres if the neighborhood park creates an open space that services an entire neighborhood or a group of neighborhoods; or incorporates physical features which are an asset to the 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)

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.

Current Fees of Benchmark and Surrounding Communities

Single Family Detached					
	2003 +	2015/2016	2016/2017	2018/2019	
Town of Apex			\$ 3,221.90	\$ 3,395.67	
Town of Fuquay Varina				\$ 1,500.00	
Town of Garner		\$1,147.00	\$ 1,147.00	\$ 1,147.00	
Town of Holly Springs		\$ 1119.00	\$ 1,500.00	\$ 4,705.00	
Town of Wake Forest	\$ 1,086.00	\$ 1,086.00	\$ 1,086.00	\$ 2,871.00	
Town of Wendell				\$ 2,500.00	
Town of Zebulon				\$ 2,500.00	
				\$ 2,659.81	Average
				\$ 3,194.33	Average w/o Garner/Fuquay
Town of Clayton				\$ 750.00	
Johnston County - Open Space				\$ 400.00	

Town of Clayton Proposed Fee Schedule

July 1, 2019	\$750
January 1, 2020	\$1,000*
July 1, 2020	\$1,500*
January 1, 2021	\$2,000
July 1, 2021	\$2,500
July 1, 2022	\$3,500
July 1, 2023	\$4,500
July 1, 2024	\$5,500

*Highlighted portion of the schedule to be adopted and implemented as part of the FY20 budget. Future years are subject to annual analysis and fiscal year budget approval.

Town of Clayton Current Fee Schedule (as adopted 6/3/19)

July 1, 2019	\$1,000
January 1, 2020	\$1,500
July 1, 2020	\$2,000

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

**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 of Clayton
Town Council
Text Amendment Motion Sheet**

After considering the recommendations of the
Planning Board and Planning Director, I move to
[approve OR deny] **Case Number 2019-86-OA**

[IF APPROVING]

and to approve the Statement of Consistency and
Reasonableness included in the Agenda packet [with
the following modifications: STATE
MODIFICATIONS, IF ANY].

MOTION FORM
Item # 6a
2019-86-OA
Recreation Open Space Credits

TOWN OF CLAYTON
Amendment to the Code of Ordinances: Chapter 144, Section 203

BEING HEREBY AOPTED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON, NORTH CAROLINA, to amend Chapter 155, Section 203 to read as follows

§ 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)

Part 2. Nonresidential Districts. This Part sets forth specific standards for development in nonresidential districts. § 155.203(K)

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.)	Min. Lot Width (ft.)	Max Lot Coverage (%)	Max Impervious Surface		Front	Side Interior	Side Street	Rear	Max. Height (ft.)	Min. Dwelling Unit Size	Accessory Structure
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	--	--	40,000	100	35	50	1.0	35	15	25	30	35	1,400	
	Single Family with public water and	--	--	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+)		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+)		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+)		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
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 (Acre)	Min. Parcel Size (sq. ft.)	Min. Lot Area (sq. ft.)	Min. Lot Width	Max Lot Coverage	Max Impervious Surface		Front	Side Interior	Side Street	Rear	Max. Height (ft.)	Min. Dwelling Unit Size	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+)	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+)	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.

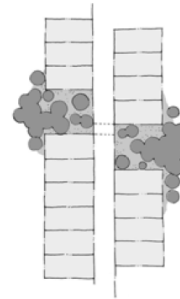
(2) **All Residential Subdivisions**

- (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.

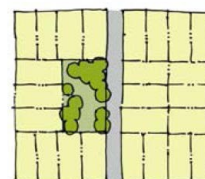
Tot Lot & Playgrounds (Private Only). *Playgrounds provide play areas for children as well as open shelter and benches. Playgrounds may be built within squares, greens, mini-parks and neighborhood parks or may stand alone within a residential block.*

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.



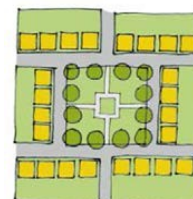
Plaza. *Plazas are for passive recreation use adjacent to a civic or commercial building. Plazas are paved in brick or another type of imperious surface.*

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.



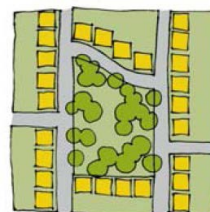
Squares. *Squares are formal areas for passive recreation use bound by streets or front facing lots.*

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.



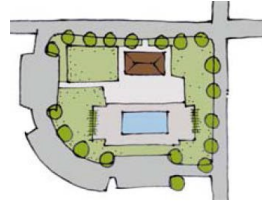
Neighborhood Park. *Neighborhood parks are designed for active or passive recreation use. Maximum park size can exceed five acres if the neighborhood park creates an open space that services an entire neighborhood or a group of neighborhoods; or incorporates physical features which are an asset to the 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	Street (Front)	Side Interior	Side Street	Rear	Max. Building Height	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⁽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)

Duly adopted this the 17th day of June, 2019 while in regular session.

Michael Grannis
Mayor Pro Tem

ATTEST:

Kimberly A. Moffett, CMC, NCMC
Town Clerk



Town Council Agenda Cover Sheet

Meeting Date

June 17 2019

Agenda Location

Public Hearings

Item Title

2019-101-OA Architectural Standards Ordinance Amendment

Presenter

Planning Department

Summary/Description

Request to create a new section (155.405) in the Unified Development Code to address architectural standards for non-residential and multi-family development. This section would require that all buildings visible from a right-of-way or adjacent property be architecturally consistent on all sides of the building. The purpose is to ensure architectural consistency and enhance overall aesthetics for new development.

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 28th. 2019
Town Council- June 17, 2019



TOWN OF CLAYTON
Planning Department
111 E. Second St., 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: Non-residential Architectural Standards

Existing title of Code Section(s): General Development Standards (Chapter 400); new section proposed

Code Section Number(s): 155.405 Design Standards- Non-Residential & Multi-Family

APPLICANT/CONTACT INFORMATION

Applicant: Town of Clayton Planning Department

Mailing Address: PO Box 879

Phone Number: 919-553-5002

Fax: _____

Contact Person: Samantha Wullenwaber, Planning Director / Haley Hogg, Planner

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 that any building visible from a right-of-way or adjacent parcel be architecturally consistent on all sides of the building.

FOR OFFICE USE ONLY		
Date Received:	Amount Paid:	File Number:
<u>MAY 20 2019</u>	<u>N/A-Town initiated</u>	<u>2019-101-0A</u>

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	☐	X			
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 request is consistent with the remainder of the chapter, in guiding future development for the Town.
This requirement is also outlined in the Town's adopted General Design Guidelines.
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 UDC does not currently have any architectural standards for non-residential development. However, this requested change was included in the Town's adopted General Design Guidelines. Including this in the UDC will make this guideline enforceable.
3. Whether or not the proposed text amendment corrects an error in the chapter.
This text 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.
This amendment does not revise the chapter to comply with state/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

5-20-19
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

Planning Board
May 28, 2019

STAFF REPORT

Application Number:

Project Name: Non-Residential Architectural Standards Ordinance Amendment

Applicant: Town of Clayton

Public Noticing:

- Newspaper ad published June 5, 2019 & June 12, 2019

REQUEST: Request to amend the Unified Development Code to add, Title XV, §155.405. This amendment seeks to amend the code to establish architectural standards for non-residential and multi-family development, in order to ensure that all buildings visible from a right-of-way or adjacent parcel are architecturally consistent on all sides of the building.

SECTIONS PROPOSED FOR AMENDMENT:

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

- 405- Design Standards- Non-Residential & Multi-Family

STAFF ANALYSIS AND COMMENTARY:

Overview

This amendment seeks to modify the Unified Development Code to add a section to create architectural standards for non-residential and multi-family development in the Town. The Town requests to amend the ordinance to require any building visible from a right-of-way or adjacent property be architecturally consistent on all sides of the building. This is currently a recommendation outlined in the Town's adopted General Design Guidelines. Staff is requesting to add this to the UDC in order to ensure it is enforceable for future development. This requirement will create consistency for building facades and enhance aesthetics for future non-residential and multi-family development.

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. The code currently references the Town's adopted General Design Guidelines. This section is proposed to be created to ensure that this recommendation in the guidelines is enforceable on future development.

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 Ordinance Amendment, in strikethrough/underline
- 3) Draft Ordinance- Clean Copy

ARTICLE 4: GENERAL DEVELOPMENT STANDARDS

CONTENTS:

§ 155.400	ACCESS	Error! Bookmark not defined.
§ 155.401	OFF-STREET PARKING AND LOADING.....	Error! Bookmark not defined.
PART 1.	PARKING STANDARDS.....	Error! Bookmark not defined.
PART 2.	QUEUING STANDARDS	Error! Bookmark not defined.
PART 3.	LOADING STANDARDS.....	Error! Bookmark not defined.
§ 155.402	LANDSCAPING, SCREENING AND BUFFERING	Error! Bookmark not defined.
PART 1.	SITE INTERIOR LANDSCAPE REQUIREMENTS.....	Error! Bookmark not defined.
PART 2.	PERIMETER BUFFERS	Error! Bookmark not defined.
PART 3.	STREET YARD TREES.....	Error! Bookmark not defined.
PART 4.	SCREENING	Error! Bookmark not defined.
PART 5.	GENERAL LANDSCAPING, SCREENING AND BUFFERING PROVISIONS	Error! Bookmark not defined.
§ 155.403	SIGNS	Error! Bookmark not defined.
§ 155.404	OUTDOOR LIGHTING	Error! Bookmark not defined.
<u>§155.405</u>	<u>DESIGN STANDARDS- NON-RESIDENTIAL & MULTI-FAMILY RESIDENTIAL.....</u>	<u>67</u>

§ 155.405 DESIGN STANDARDS- NON-RESIDENTIAL & MULTI-FAMILY RESIDENTIAL

- (1) All existing and proposed non-residential and multi-family residential development, for which site plan approval is required, shall meet the provisions of this section. Townhomes that are developed to single-family residential building code standards shall be exempt from the requirements of this section.
- (2) Any requirements within an overlay district shall supersede architectural standards noted within this section.

(A) BUILDING MATERIALS

- (1) Any building visible from a right-of-way or adjacent property shall be architecturally consistent on all sides of the building.

ARTICLE 4: GENERAL DEVELOPMENT STANDARDS

CONTENTS:

§ 155.400	ACCESS	Error! Bookmark not defined.
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PART 3.	LOADING STANDARDS.....	Error! Bookmark not defined.
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§155.405	DESIGN STANDARDS- NON-RESIDENTIAL & MULTI-FAMILY RESIDENTIAL.....	67

§ 155.405 DESIGN STANDARDS- NON-RESIDENTIAL & MULTI-FAMILY RESIDENTIAL

- (1) All existing and proposed non-residential and multi-family residential development, for which site plan approval is required, shall meet the provisions of this section. Townhomes that are developed to single-family residential building code standards shall be exempt from the requirements of this section.
 - (2) Any requirements within an overlay district shall supersede architectural standards noted within this section.
- (A) **BUILDING MATERIALS**
- (1) Any building visible from a right-of-way or adjacent property shall be architecturally consistent on all sides of the building.

TOWN OF CLAYTON
ORDINANCE AMENDMENT
CONSISTENCY AND REASONABLENESS STATEMENT
[2019-101-OA Architectural Standards 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 LU3: Provide a sense of place and enhance aesthetics along major corridors.

The requested ordinance amendment is consistent with the above referenced objective within the Comprehensive Plan 2040. The proposed amendment seeks to modify the UDC to add a section to create architectural standards for non-residential and multi-family residential development in the Town. Specifically, this section will require all buildings with visibility from and adjacent property or right-of-way to be architecturally consistent on all sides of the structure. This is already a recommendation in the Town's adopted General Design Guidelines. This amendment will enhance the aesthetics of new development within the Town of Clayton.

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.

PUBLIC NOTICE

In accordance with NC GS 160A-364, the Clayton Town Council will hold a public hearing on Monday, June 17, 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: 2019-101-OA Architectural Standards Ordinance Amendment. Copies of the proposed amendment are available in the Planning office and the Town Clerk's office for review by the public. Title XV, Chapter 155 is proposed to be amended to add the following section:

- 405: Design Standards- Non-Residential & Multi-Family

The public is invited to attend.

Samantha Wullenwaber, Planning Director
919-553-5002

The Johnstonian Newspaper

Please advertise on the following dates:

June 5, 2019

June 12, 2019

Affidavit of publication required.

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

2019-101-OA Architectural Standards 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 of Clayton
Town Council
Text Amendment Motion Sheet**

After considering the recommendations of the Planning Board and Planning Director, I move to [approve OR deny] **Case Number 2019-101-OA**

[IF APPROVING]

and to approve the Statement of Consistency and Reasonableness included in the Agenda packet [with the following modifications: STATE MODIFICATIONS, IF ANY].

**MOTION FORM
Item # 6b
2019-101-OA
Architectural Standards**

TOWN OF CLAYTON
Amendment to the Code of Ordinances: Chapter 155, Section 405

BEING HEREBY AOPTED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON, NORTH CAROLINA, to amend Chapter 155 with addition of Section 405 to read as follows

§ 155.405 DESIGN STANDARDS- NON-RESIDENTIAL & MULTI-FAMILY RESIDENTIAL

- (1) All existing and proposed non-residential and multi-family residential development, for which site plan approval is required, shall meet the provisions of this section. Townhomes that are developed to single-family residential building code standards shall be exempt from the requirements of this section.
- (2) Any requirements within an overlay district shall supersede architectural standards noted within this section.

(A) BUILDING MATERIALS

- (1) Any building visible from a right-of-way or adjacent property shall be architecturally consistent on all sides of the building.

Duly adopted this the 17th day of June, 2019 while in regular session.

Michael Grannis
Mayor Pro Tem

ATTEST:

Kimberly Moffett, CMC, NCCMC
Town Clerk



Town Council Agenda Cover Sheet

Meeting Date

June 17 2019

Agenda Location

New Business

Item Title

Resolution to begin advertising requirement to abandon portion of Horne Street

Presenter

Samantha Wullenwaber, Planning Director

Summary/Description

Resolution to begin advertising requirement to abandon portion of Horne Street. The Town of Clayton is requesting to abandon an approximately 322ft section of Horne Street. See the attached description for the metes and bounds.

Requested Action

Other

Funding Source (If Applicable):

N/A

Cost: N/A Yes ☐ No ☒

Additional Documents to be Included in Agenda Packet

Resolution
Newspaper Ad
Abandonment Plat

Meeting Timeline

Adopt Resolution & Set Public Hearing: June 17th, 2019
Public Hearing: July 15, 2019



BOHLERTM
ENGINEERING NC, PLLC

Date: March 5, 2019

**Legal Description of
A 0.292 acre portion of Rights-of-Way Located on
East Horne Street
Located in Town of Clayton, North Carolina**

Beginning at a found iron rebar, said rebar being along the southerly rights-of-way of South Fayetteville Street;
Thence, along said rights-of-way, N 45°06'35" E, 44.72' to a found iron rebar;
Thence, leaving said rights-of-way, S 45°45'49" E, 287.95' to a set iron rebar along the northerly rights-of-way of East Horne Street;
Thence, through the rights-of-way of East Horne Street, S 43°58'53" W, 43.43' to a found iron rebar being along the southerly rights-of-way of East Horne Street;
Thence, N 46°01'07" W, 47.00' to a computed point;
Thence, N 46°01'07" W, 50.00' to a found iron rebar;
Thence, N 46°01'07" W, 191.83' to a found iron rebar and the point and place of beginning containing 12,710 square feet or 0.292 acres, more or less.

"Preliminary, not for sales, recordation, or conveyances"

The property described hereon is subject to all easements, rights-of-way and restrictions of record.

CIVIL AND CONSULTING ENGINEERS • PROJECT MANAGERS • SURVEYORS • ENVIRONMENTAL CONSULTANTS • LANDSCAPE
ARCHITECTS WWW.BOHLERENGINEERING.COM

BOHLER ENGINEERING- ALL RIGHTS RESERVED.
THE COPYING OR REUSE OF THIS DOCUMENT OR PORTIONS THEREOF, FOR OTHER THAN THE ORIGINAL PROJECT OR
THE PURPOSE ORIGINALLY INTENDED, WITHOUT THE WRITTEN PERMISSION OF BOHLER ENGINEERING IS PROHIBITED.

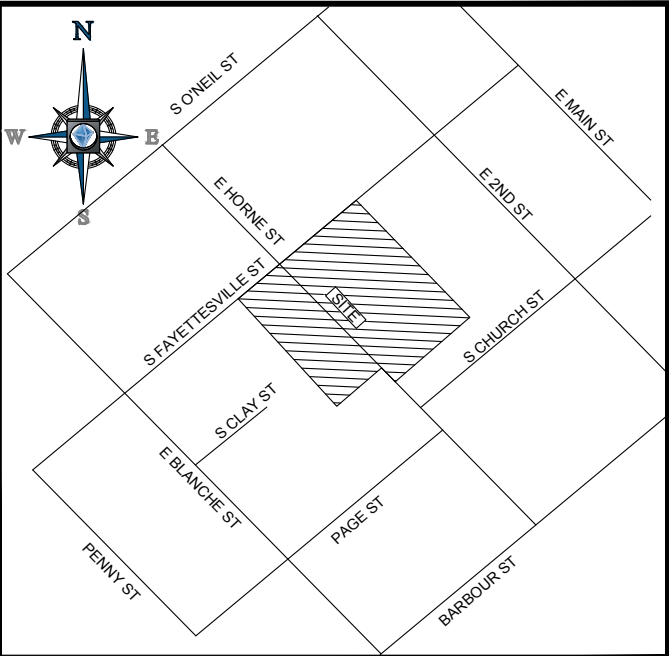
NOTES:

1. NO TITLE REPORT FURNISHED.
2. AREAS COMPUTED BY COORDINATE METHOD.
3. PROPERTY SHOWN HEREON IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS OF RECORD.
4. ALL DISTANCES SHOWN ON SURVEY ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
5. NC GRID COORDINATES (NAD83) OBTAINED BY USING GPS, PER THE NCVRS NETWORK.
6. BASIS OF BEARING SHOWN HEREON IS NC GRID (NAD 83 NSRS 2011).
7. VERTICAL DATUM SHOWN HEREON IS NAVD88.
8. THE PROPERTY SHOWN HEREON IS LOCATED IN FLOODZONE "ZONE X", AREA OF MINIMAL FLOODING, PER FLOOD INSURANCE RATE MAP 3720168900K, PANEL 1669 EFFECTIVE DATE JUNE 20, 2018, AND PER FLOOD INSURANCE RATE MAP 3720165900K PANEL 1659 EFFECTIVE DATE JUNE 20, 2018.

CERTIFICATE OF FLOODWAY INFORMATION

PROPERTY HEREON IS X IS NOT LOCATED IN A FEMA DESIGNATED FLOOD ZONE.
FLOOD HAZARD PANEL NO. 1669
EFFECTIVE DATE: JUNE 20TH, 2018

DATE SURVEYOR



LOCATION MAP

NOT TO SCALE

REFERENCES:

DB 1655, PG 767
DB 5114, PG 899
DB 5096, PG 1
DB 806, PG 283
DB 5195, PG 485
DB 3927, PG 155
DB 4308, PG 245
DB 754, PG 35080
DB 1743, PG 188
DB 3422, PG 887
DB 5211, PG 786
DB4584, PG 603
DB 1110, PG 312

REVIEW OFFICER'S CERTIFICATE

STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

I, REVIEW OFFICER OF JOHNSTON COUNTY, CERTIFY THAT THE
MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY
REQUIREMENTS FOR RECORDING.

DATE REVIEW OFFICER

CERTIFICATE OF OWNERSHIP AND DEDICATION

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED
HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE TOWN OF CLAYTON
AND THAT I HEREBY ADOPT THIS SUBDIVISION PLAN WITH MY FREE CONSENT, ESTABLISH
MINIMUM SETBACK LINES, AND DEDICATE ALL STREETS, ALLEYS, PARKS AND OTHER SITES
AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED.

DATE OWNER

NOTARY STATEMENT

(STATE)
(COUNTY)

I, A NOTARY PUBLIC OF SAID COUNTY AND STATE, DO HEREBY
CERTIFY THAT

DID PERSONALLY APPEAR AND SIGN BEFORE ME THIS THE
DAY OF

, 2018

NOTARY PUBLIC (SIGNATURE)

MY COMMISSION EXPIRES:

CERTIFICATE REQUIRED ON RECOMBINATION PLATS

THIS PLAT REPRESENTS A RECOMBINATION OF PREVIOUSLY RECORDED PARCELS OF LAND
AND DOES NOT CONSTITUTE A SUBDIVISION AS SPECIFIED BY THE NORTH CAROLINA
GENERAL STATUTES. APPROVAL FOR RECORDATION BY THE TOWN OF CLAYTON IS GRANTED
CERTIFICATION BELOW.

DATE PLANNING DIRECTOR -TOWN OF CLAYTON, NC

JOHNSTON COUNTY REGISTER OF DEEDS

STATE OF NORTH CAROLINA, JOHNSTON COUNTY

THE INSTRUMENT WAS PRESENTED FOR REGISTRATION AND RECORDING THIS DAY OF

20 AT

REG. OF DEEDS ASST. REG. OF DEEDS

CERTIFICATE OF OWNERSHIP AND DEDICATION

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED
HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE TOWN OF CLAYTON
AND THAT I HEREBY ADOPT THIS SUBDIVISION PLAN WITH MY FREE CONSENT, ESTABLISH
MINIMUM SETBACK LINES, AND DEDICATE ALL STREETS, ALLEYS, PARKS AND OTHER SITES
AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED.

DATE OWNER

NOTARY STATEMENT

(STATE)
(COUNTY)

I, A NOTARY PUBLIC OF SAID COUNTY AND STATE, DO HEREBY
CERTIFY THAT

DID PERSONALLY APPEAR AND SIGN BEFORE ME THIS THE
DAY OF

, 2018

NOTARY PUBLIC (SIGNATURE)

MY COMMISSION EXPIRES:

SURVEYOR CERTIFICATION

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

THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY OF THE SURVEY AS CALCULATED
IS 1: 10,000*, THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED
FROM INFORMATION OF RECORD; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S.
47-30, AS AMENDED.

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

- (1) CLASS OF SURVEY: "CLASS A"
- (2) POSITIONAL ACCURACY: 0.04'
- (3) TYPE OF GPS FIELD PROCEDURE: REAL-TIME KINEMATIC NETWORKS-NCVRS
- (4) DATES OF SURVEY: 10-01-18 TO 10-11-18
- (5) DATUM/EPOCH: NAD 83 (2011) EPOCH 2010.00
- (6) PUBLISHED/FIXED-CONTROL USE: NCVRS
- (7) GEOID MODEL: 2012 (CONUS)
- (8) COMBINED GRID FACTOR(S): 0.99988564
- (9) UNITS: US SURVEY FEET

THAT THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING
PARCELS, A COURT ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF
SUBDIVISION. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND AND SEAL THIS
6TH DAY OF MARCH A.D., 2019.

PRELIMINARY - NOT FOR RECORDATION,
SALES OR CONVEYANCES

SURVEYOR NC L-3920



RECOMBINATION & RIGHT-OF-WAY
ABANDONMENT PLAT FOR THE
TOWN OF CLAYTON
PINS: 166913-02-1690,166917-02-1435,166913-02-0545
TOWN OF CLAYTON, CLAYTON TOWNSHIP,
JOHNSTON COUNTY, NORTH CAROLINA

FILE NO.
NSR182134

DATE
03/06/19

FIELD DATE
10/11/18

BOHLER
ENGINEERING NC, PLLC

CREW CHIEF
RJ

4130 PARKLAKE AVENUE
SUITE 130
RALEIGH, NORTH CAROLINA 27612
919.578.9000 - 919.703.2665 FAX
www.bohlerengineering.com
NCBLS ID: P-11132

4130 PARKLAKE AVENUE
SUITE 130
RALEIGH, NORTH CAROLINA 27612
919.578.9000 - 919.703.2665 FAX
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NCBLS ID: P-11132

DRAWN
CM

REVIEWED
TET

APPROVED
TET

SCALE
1" = 50'

DWG. NO.
1 OF 2

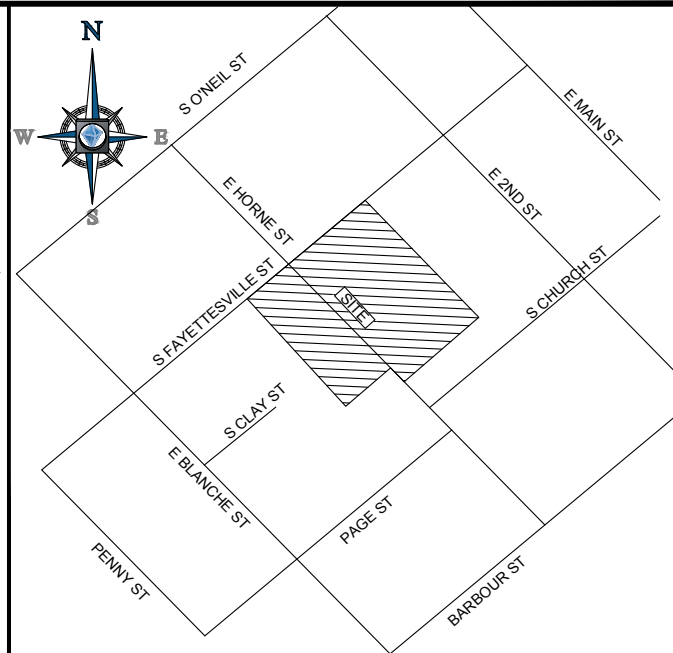
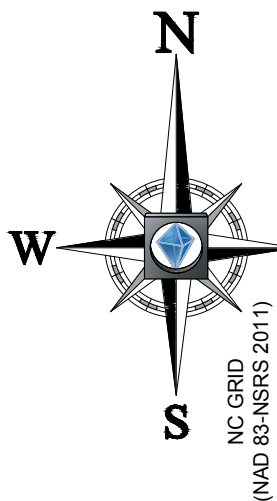
■ UPSTATE NEW YORK ■ BOSTON, MA ■ NEW YORK METRO ■ WARREN, NJ ■ PHILADELPHIA ■ SOUTHERN NJ ■ LEHIGH VALLEY, PA ■ SOUTHEASTERN PA
■ BALTIMORE, MD ■ SOUTHERN MARYLAND ■ NORTHERN VIRGINIA ■ WASHINGTON, DC ■ CENTRAL VIRGINIA ■ CHARLOTTE, NC ■ RALEIGH, NC

NOTES:

1. NO TITLE REPORT FURNISHED.
2. AREAS COMPUTED BY COORDINATE METHOD.
3. PROPERTY SHOWN HEREON IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS OF RECORD.
4. ALL DISTANCES SHOWN ON SURVEY ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
5. NC GRID COORDINATES (NAD83) OBTAINED BY USING GPS, PER THE NCVRS NETWORK.
6. BASIS OF BEARING SHOWN HEREON IS NC GRID (NAD 83 NSRS 2011).
7. VERTICAL DATUM SHOWN HEREON IS NAVD88.
8. THE PROPERTY SHOWN HEREON IS LOCATED IN FLOODZONE "ZONE X", AREA OF MINIMAL FLOODING, PER FLOOD INSURANCE RATE MAP 3720165900K, PANEL 1659 EFFECTIVE DATE JUNE 20, 2018, AND PER FLOOD INSURANCE RATE MAP 3720165900K, PANEL 1659 EFFECTIVE DATE JUNE 20, 2018.

LOT TABLE:

TOWN OF CLAYTON (OLD LOT 1).....	98,474 SF/2.260 AC
TOWN OF CLAYTON (OLD LOT 2).....	14,362 SF/0.330 AC
HORNE MEMORIAL CHURCH (OLD LOT 3).....	10,400 SF/0.239 AC
ABANDONED PORTION OF HORNE ROAD	12,710 SF/0.292 AC
TOWN OF CLAYTON PROPERTY(NEW LOT 1).....	135,946 SF/3.121 AC



LOCATION MAP

NOT TO SCALE

REFERENCES:

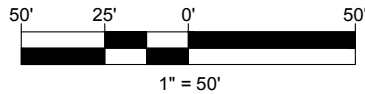
DB 1655, PG 767
DB 5114, PG 899
DB 5096, PG 1
DB 806, PG 283
DB 5195, PG 485
DB 3927, PG 155
DB 4308, PG 245
DB 754, PG 35080
DB 1743, PG 188
DB 3422, PG 887
DB 5211, PG 786
DB4584, PG 603
DB 1110, PG 312

PRELIMINARY - NOT FOR RECORDATION,
SALES OR CONVEYANCES



LEGEND

---	LINE SURVEYED
---	LINE NOT SURVEYED
○ IRS	IRON REBAR SET
○ IPF	IRON PIPE FOUND
○ IRF	IRON REBAR FOUND
○ CP	COMPUTED POINT



RECOMBINATION & RIGHT-OF-WAY
ABANDONMENT PLAT FOR THE
TOWN OF CLAYTON

PINS: 166913-02-1690, 166917-02-1435, 166913-02-0545

TOWN OF CLAYTON, CLAYTON TOWNSHIP,
JOHNSTON COUNTY, NORTH CAROLINA

FILE NO.
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NCEES ID: P-11132

CREW CHIEF
RJ

DRAWN
CM

REVIEWED
TET

APPROVED
TET

SCALE
1" = 50'

DWG. NO.
2 OF 2

BOHLER ENGINEERING-ALL RIGHTS RESERVED.
THE COPYING OR REUSE OF THIS DOCUMENT OR PORTIONS THEREOF, FOR OTHER THAN THE ORIGINAL PROJECT OR
THE PURPOSE OF AN ADVERTISING OR PROMOTIONAL PURPOSE, WITHOUT THE WRITTEN PERMISSION OF BOHLER ENGINEERING IS PROHIBITED.

PUBLIC NOTICE
TOWN OF CLAYTON
RESOLUTION OF INTENT
TO ABANDON STREET

A Resolution declaring the intention of the Town Council of Clayton to abandon a portion Horne Street as described on Exhibit "A".

Whereas, G.S. 160A-299 authorizes the Town Council of the Town of Clayton to close/abandon public streets and alleys; and

Whereas, the Town Council considers it advisable to conduct a public hearing for the purpose of giving consideration to the abandonment of a portion of Horne Street; and

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

- (1) A Public Hearing will be held at 6:00 p.m. on the 15th of July, 2019 in the Town Council Chambers located at 111 East Second Street, to consider adopting an order closing a portion of the above referenced street.
- (2) The Town Clerk is hereby directed to publish the Resolution of Intent with the attached Exhibit once a week for four successive weeks prior to the date of the Public Hearing.
- (3) The Town Clerk is further directed to transmit by certified mail to all owners of property adjoining that portion of said street as shown in the Johnston County tax records a copy of this Resolution of Intent with Exhibit.
- (4) The Planning Department is further directed to cause adequate notices of this Resolution of Intent and the scheduled Public Hearing notice to be posted as required by G.S. 160A-299.

Duly adopted the 17th day of June, 2019.

Exhibit "A"

Description:

Beginning at a found iron rebar, said rebar being the along the southerly rights-of-way of South Fayetteville Street,
thence, along said rights-of-way, N 45° 06' 35" E 44.72' to a found iron rebar;
thence, leaving said rights-of-way of South Fayetteville Street, and running with the northerly rights-of-way of East Horne Street, S 45° 45' 49" E 323.29' to a found iron pipe, said iron pipe being the southwest comer of the now or formerly, Horne Memorial Methodist Church, property (DB 1743, PG 188);
thence, S 45° 45' 49" E 5.18' to a set iron rebar, said rebar being along the northerly rights-of-way of East Horne Street;
thence, running through the rights-of-way of East Horne Street, S 44° 19' 20" W 43.49' to a set iron rebar, said rebar being along the southerly rights-of-way of East Horne Street;
thence, along said rights-of-way, N 45° 40' 40" W 40.26' to a found iron rebar, said rebar being the northeast comer of the now or formerly, Horne Memorial Methodist Church, property (DB 5195, PG 485);
thence, N 46° 01' 07" W 47.00' to a computed point;
thence, N 46° 01' 07" W 50.00' to a found iron rebar;
thence, N 46° 01' 07" W 191.83' to a found iron rebar and the point and place of beginning containing 14,466 square feet or 0.332 acres, more or less.

The Johnstonian News

Please advertise on the following dates:

June 19, 2019

June 26, 219

July 3, 2019

July 10, 2019

Affidavit of publication required

**Resolution of Intent
Street Closing Order**

A Resolution declaring the intention of the Town Council of Clayton to abandon a portion of Horne Street as described on the attached Exhibit "A".

Whereas, G.S. 160A-299 authorizes the Town Council of the Town of Clayton to close/abandon public streets; and

Whereas, G.S. 160A-299 requires that certain procedures be followed including the calling of a Public Hearing, and the Town Council of the Town of Clayton considers it advisable to conduct a Public Hearing for the purpose of giving consideration to the closing/abandoning of a portion of the Street; and

Whereas, G.S. 160A-299 allows a town to reserve its right, title, and interest in any utility improvement or easement within a street closed/abandoned pursuant to this section.

Now therefore, be it resolved by the Town Council of the Town of Clayton while meeting in regular session that:

- (1) A Public Hearing will be held at 6:00 p.m. on the 15th of July, 2019 in the Town Council Chambers to consider adopting an order closing a portion of the above referenced street.
- (2) The Town Clerk is hereby directed to publish the Resolution of Intent with the attached Exhibit once a week for four successive weeks prior to the date of the Public Hearing.
- (3) The Planning Department is further directed to transmit by certified mail to all owners of property adjoining that portion of said street as shown in the Johnston County tax records a copy of this Resolution of Intent with Exhibit.
- (4) The Town intends to reserve its right, title and interest in any utility improvement or easement.
- (5) The Planning Department is directed to prominently post a notice of the Closing and Public Hearing in at least two places along said street. If the street is under the authority and control of the Department of Transportation, the Planning Department shall mail a copy of this Resolution of Intent to the Department of Transportation.

Upon motion made by Council Member _____, and seconded by Council Member _____, the above Resolution was duly adopted this the 17th day of June, 2019 while in regular session.

Michael Grannis
Mayor Pro Tem

ATTEST:

Kimberly Moffett, CMC, NCCMC
Town Clerk

Exhibit "A"

Description:

Beginning at a found iron rebar, said rebar being the along the southerly rights-of-way of South Fayetteville Street,
thence, along said rights-of-way, N 45° 06' 35" E 44.72' to a found iron rebar;
thence, leaving said rights-of-way of South Fayetteville Street, and running with the northerly rights-of-way of East Horne Street, S 45° 45' 49" E 323.29' to a found iron pipe, said iron pipe being the southwest comer of the now or formerly, Horne Memorial Methodist Church, property (DB 1743, PG 188);
thence, S 45° 45' 49" E 5.18' to a set iron rebar, said rebar being along the northerly rights-of-way of East Horne Street;
thence, running through the rights-of-way of East Horne Street, S 44° 19' 20" W 43.49' to a set iron rebar, said rebar being along the southerly rights-of-way of East Horne Street; thence, along said rights-of-way, N 45° 40' 40" W 40.26' to a found iron rebar, said rebar being the northeast comer of the now or formerly, Horne Memorial Methodist Church, property (DB 5195, PG 485);
thence, N 46° 01' 07" W 47.00' to a computed point;
thence, N 46° 01' 07" W 50.00' to a found iron rebar;
thence, N 46° 01' 07" W 191.83' to a found iron rebar and the point and place of beginning containing 14,466 square feet or 0.332 acres, more or less.



Town Council Agenda Cover Sheet

Meeting Date

June 17 2019

Agenda Location

New Business

Item Title

Stormwater Program Update

Presenter

Rich Cappola, PE – Director of Public Services

Hunter Freeman – Withers & Ravenel

Summary/Description

Consulting firm Withers & Ravenel was tasked to perform an analysis of the Town's current Stormwater program practices in relation to our responsibilities based on our revised National Pollutant Discharge Elimination System (NPDES) Phase II Permit, and other similar requirements that will be coming in the near future (Neuse River Nutrient Sensitive Water Strategy). The Consultant will present their findings and provide an overview of the path forward to ensure fulfillment of the permit requirements and create a sustainable stormwater program.

Requested Action

Approval

Funding Source (If Applicable):

n/a

Cost: N/A Yes ☐ No ☒

Additional Documents to be Included in Agenda Packet

Draft Easement Plan

Meeting Timeline

5 Min.

Town of Clayton
Amendment to the FY 18-19 Budget
Allocation of Salary Reserve to Operational Divisions

BE IT HEREBY ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON, NORTH CAROLINA that the following amendment shall be made to the Fiscal Year 18-19 Operating Budget:

<u>Line Item</u>	<u>Description</u>	<u>Original Allocation</u>	<u>Adjustment</u>	<u>Amended Allocation</u>
100-40-00-55 00	Salary Reserve	\$150,000	-49,141	\$100,859
100-40-01-50-00	Legislative Salaries	\$106,141	+327	\$106,468
100-40-02-50-00	Admin Salaries	\$334,724	+3,297	\$338,021
100-40-04-50-00	HR Salaries	\$205,562	+1,139	\$206,701
100-41-02-50-00	Financial Serv Salaries	\$263,055	+2,212	\$265,267
100-41-10-50-00	Purch & Warh Salaries	\$110,060	+718	\$110,778
100-42-15-50-00	Planning Salaries	\$336,678	+1,161	\$337,839
100-42-16-50-00	Code Enf. Salaries	\$91,801	+270	\$92,071
100-42-17-50-00	Economic Development	\$168,477	+623	\$169,100
100-47-02-50-00	Data & Technology Salaries	\$55,354	+327	\$55,681
100-48-02-50-00	Public Information Salaries	\$122,083	+799	\$122,882
100-49-11-50-00	Bill & Collection Salaries	\$282,922	+2,112	\$285,034
100-49-12-50-00	Meter Tech Salaries	\$100,254	+702	\$100,956
100-50-02-50-00	Admin Salaries	\$278,405	+1,055	\$279,460
100-50-30-50-00	Investigation Salaries	\$531,694	+2,665	\$534,359
100-50-31-50-00	Patrol Salaries	\$1,506,464	+5,396	\$1,511,860
100-50-32-50-00	Special Ops Salaries	\$653,681	+3,617	\$657,298
100-52-02-50-00	Fire Admin Salaries	\$360,666	+2,866	\$363,532
100-52-40-50-00	Fire Operation Salaries	\$1,209,704	+6,284	\$1,215,988
100-55-02-50-00	PW Admin Salaries	\$365,837	+1,286	\$367,123
100-55-20-50-00	PW Inspections Salaries	\$373,770	+1,047	\$374,817
100-55-20-50-00	GIS Salaries	\$104,502	+586	\$105,088
100-55-51-50-00	PW Engin Salaries	\$300,905	+715	\$301,620
100-55-52-50-00	PW Prop Main Salaries	\$613,924	+2,795	\$616,719
100-55-53-50-00	PW Veh Main Salaries	\$164,567	+544	\$165,111
100-55-55-50-00	PW Street Ops Salaries	\$311,964	+1,331	\$313,295
100-60-02-50-00	P&R Admin Salaries	\$195,317	+492	\$195,809
100-60-70-50-00	P&R Youth Ath Salaries	\$97,656	+502	\$98,158
100-60-73-50-00	Prog & Classes Salaries	\$47,895	+249	\$48,144
100-60-74-50-00	Facilities Maint Salaries	\$105,345	+227	\$105,572
100-65-02-50-00	Cul Arts Admin Salaries	\$182,753	+1,500	\$184,253
100-65-75-50-00	Facility Ent Salaries	\$94,960	+566	\$95,526

100-68-02-50-00	Library Admin Salaries	\$305,574	+1,731	\$307,305
300-56-00-55-00	Salary Reserve	\$21,000	-6,783	\$14,217
300-56-60-50-00	Operations Salaries	\$434,604	+1,806	\$436,410
300-56-61-50-00	Prevent Maint Salaries	\$401,982	+1,712	\$403,694
300-56-63-50-00	WWTP Salaries	\$321,254	+3,265	\$324,519
310-57-00-55-00	Salary Reserve	\$12,500	-3,373	\$9,127
310-57-02-50-00	Admin Salaries	\$195,917	+1,017	\$196,934
310-57-65-50-00	Operations Salaries	\$635,741	+2,356	\$638,097

Duly adopted this 17th day of June, 2019 while in regular session.

Michael Grannis
Mayor Pro Tem

ATTEST;

Kimberly A. Moffett, CMC, NCCMC
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: Water & Sewer Fund

<u>Line Item</u>	<u>Previous Appropriation</u>	<u>Adjustment</u>	<u>Revised Appropriation</u>
Expenditures			
300-56-00-54 41	Sewer Capacity Allocation \$2,588,400	-236,000	\$2,352,400
300-56-95-58 30	Water Line Improvements \$283,155	+236,000	\$519,155

Amendment necessary to realign the budget to cover higher projected costs to complete the infrastructure replacement on the Horne St. project. This amendment is required for compliance with G.S. 159-15.

Duly adopted this 17th day of June, 2019 while in regular session.

Michael Grannis
Mayor Pro Tem

ATTEST:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk

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 Rollingwood Gravity Sewer Extension Capital Project Budget Ordinance:

Fund: 639 – Rollingwood Gravity Sewer Extension Project

<u>Line Item</u>	<u>Previous Appropriation</u>	<u>Adjustment</u>	<u>Revised Appropriation</u>
Revenues			
639-49 81	Due from Water & Sewer Fund \$888,700	+2,823	\$891,523
Expenditures			
639-56 00	Professional Services \$30,000	-5,677	\$24,323
639-58 02	Easement Acquisition \$8,000	-62	\$7,938
639-58 31	Sewer Line Improvements \$843,000	+16,262	\$859,262
639-58 99	Contingency \$7,700	-7,700	\$0

Explanation: Amend the capital project budget ordinance to reflect the actual costs of the completed project. This amendment is required for compliance with G.S. 159-13.2.

Duly adopted this 17th day of June, 2019 while in regular session.

Michael Grannis
Mayor Pro Tem

ATTEST:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk



Town Council Agenda Cover Sheet

Meeting Date

June 17 2019

Agenda Location

New Business

Item Title

Property Surplus Request to enter the Upset Bid Process – 220 E Main Street

Presenter

Dave DeYoung, Economic Development Director

Summary/Description

Economic Development Staff and the Town Manager have been working with the owners (Fred Lee) of 218 E Main Street for over a year and a half to negotiate the trade of the building at 220 E. Main Street. These negotiations for a trade have not been successful, and we have now received a request from the Lees to sell them the property. The process to complete the transaction to sell the property is called the Upset Bid Process.

Through this process we will set the minimum bid at \$68,000. We will also impose specific conditions which include the need to begin repairs aimed at eliminating all building deficiencies posing a safety threat to adjacent structures and the public within 90 days of the sale date of the property.

PLEASE NOTE THAT TOWN COUNCIL MAY AWARD THE PROPERTY TO THE HIGHEST RESPONSIVE RESPONSIBLE BIDDER OR MAY REJECT ALL BIDS.

Requested Action

Approval

Funding Source (If Applicable):

N/A

Cost: N/A Yes ☐ No ☒

Additional Documents to be Included in Agenda Packet

Resolution to surplus 220 E Main

Upset Bid Procedures in accordance with G.S. 160A-269

Exhibit A – Special Conditions to the Sale of the Building at 220 E. Main Street

Meeting Timeline

Click or tap here to enter text.



Local Government Property Disposal Procedures

Sale by Negotiated Offer and Upset Bid (G.S. 160A-269)

Listed below are the basic procedures required under state law for disposing of personal and real property by the negotiated offer and upset bid procedure.

- Step 1 Unit receives an offer to purchase property. The unit may solicit offers informally, and may negotiate with a prospective buyer prior to initiating the upset bid procedure.
- Step 2 Governing board adopts a resolution accepting the offer and authorizing the upset bid procedure. The offeror deposits 5% of bid amount with clerk while upset procedure takes place.
- Step 3 Publish advertisement for upset bids in a newspaper of general circulation within the jurisdiction (electronic advertisement is not authorized). The advertisement must describe the property to be sold, the terms and conditions of the sale, and the requirements for submitting a qualifying upset bid within 10 days after the date of publication: a qualifying upset bid must be an amount at least 10% of the first \$1000 of the original offer and 5% of the remainder. Bidders must submit qualifying upset bids within 10 days after date of advertisement and their bids must be accompanied by a 5% bid bond or deposit.
- Step 4 If a qualifying upset bid is received, repeat the advertisement and upset bid process until no additional qualifying upset bid is received.
- Step 5 After no additional qualifying upset bids have been received, governing board awards to the highest responsive, responsible bidder or rejects all bids.

Template resolutions and notices of sale are available on the School of Government's Local Government Procurement and Property Disposal microsite under "Sample Property Disposal Forms"

www.ncpurchasing.unc.edu

RESOLUTION AUTHORIZING DISPOSITION OF SURPLUS REAL PROPERTY

WHEREAS, the Town of Clayton owns certain real property, [A 0.06 acre property located at 220 E. Main Street – NC Pin: 166913-12-0632]; and

WHEREAS, North Carolina General Statute § 160A-269 permits the Town to sell property by upset bid, after receipt of an offer for the property; and

WHEREAS, the Town has received an offer to purchase the property described above, in the amount of \$68,000, submitted by Fred Lee, whose mailing address is 2130 Shotwell Road, Clayton, NC 27520; and

WHEREAS, Fred Lee has paid the required five percent (5%) deposit on his offer;

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

1. The Town Council authorizes sale of the property described above through the upset bid procedure of North Carolina General Statute § 160A-269.
2. The Town Clerk shall cause a notice of the proposed sale to be published. The notice shall describe the property and the amount of the offer, and shall state the terms under which the offer may be upset.
3. Any person may submit an upset bid to the office of the Town Clerk, located at 111 East Second Street, Clayton, NC 27520 within 10 days after the notice of sale is published. Once a qualifying higher bid has been received, that bid will become the new offer.
4. If a qualifying higher bid is received, the Town Clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the Town Council.
5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.
6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified check. The Town will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The Town will return the deposit of the final high bidder at closing.

7. The terms of the final sale are that:

- the Town Council must approve the final high offer before the sale is closed, which it will do within 30 days after the final upset bid period has passed;
 - the buyer must pay with cash at the time of closing, and
 - All building deficiencies identified by the Town of Clayton Building/Inspection Department that pose a threat to the health, safety or welfare of adjacent structures and the public shall be addressed within 90 days of the sale date of the property. Failure to resolve identified deficiencies will result in the condemnation of the existing structure.
8. The town reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.
9. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate Town officials are authorized to execute the instruments necessary to convey the property to Fred Lee.

Duly adopted this the 17th day of June, 2019 while in regular session.

Michael Grannis
Mayor Pro Tem

ATTEST:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk



Town Council Agenda Cover Sheet

Meeting Date

June 17 2019

Agenda Location

New Business

Item Title

Resolution to create a capital reserve fund ("CRF") for system development fees and the related budget amendment to transfer the proceeds from the Water and Sewer Fund to the CRF for compliance with G.S. 162A-211(d).

Presenter

Robert McKie, Finance Director

Summary/Description

The proceeds received by the Town from its collection of system development fees must be transferred to a CRF and allocated to specific projects within the CRF to ensure compliance with G.S. 162A-211(d). The Town will amend the CRF to withdraw any monies and then amend the budget ordinance or capital project ordinance to recognize the revenue and authorize the expenditure for the specific water and sewer projects or debt service payments associated with these projects.

Requested Action

Approval

Funding Source (If Applicable):

Click or tap here to enter text.

Cost: Yes ☐ No ☐

Additional Documents to be Included in Agenda Packet

Capital Reserve Fund Resolution

Water & Sewer Budget Amendment - Transfer to SDF Capital Reserve Fund

Meeting Timeline

Click or tap here to enter text.

**RESOLUTION ESTABLISHING A CAPITAL RESERVE FUND
FOR COMBINED WATER AND SEWER SYSTEMS**

WHEREAS, there is a need in the Town of Clayton to provide funds for future capital projects related to its combined water and sewer systems, and to make debt service payments on existing debt related to past capital projects of the water and sewer system, and

WHEREAS, NCGS 159-18 authorizes the creation of a capital reserve fund, and whereas NCGS 162A, Article 8 requires that all system development fee proceeds be accounted for in a capital reserve fund.

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

Section 1. The Town Council hereby creates a Capital Reserve Fund ("CRF") into which all receipts from the collection of system development fees effective July 1, 2018 will be deposited. The funds will appropriated for the purpose of funding the following capital projects and any debt service payments related to the Town's combined water and sewer systems:

Water System Capacity Purchases: To comply with the regulatory requirements to maintain an adequate water supply. The total estimated cost of water capacity purchases is \$18.2 million. The Town intends to make purchases each year through 2028, and intends to appropriate approximately \$1.2 million of system development fees to the CRF in FY 2020 to do this.

The 2018-2019 appropriation from the budget ordinance to the CRF of SDF proceeds for this purpose is \$1,153,426.

Sewer System Capacity Purchases: To meet the contractual commitments for existing industrial customers located in the ECIA. The estimated cost of the sewer capacity purchase is \$2.7 million. The Town intends to complete a purchase in FY 2020, and intends to appropriate approximately \$1.2 million of system development fees to the CRF to do this.

The 2018-2019 appropriation from the budget ordinance to the CRF of SDF proceeds for this purpose is \$1,200,000.

New Wastewater Treatment Plant: The Town needs to construct a new wastewater treatment plant to meet the long-term needs based upon the wastewater capacity study. The estimated cost of the project is \$180 million. The Town expects to complete the project in 2025, and intends to appropriate approximately \$6.0 million of system development fee revenues to the CRF for this purpose.

Little Creek Outfall Sewer Replacement: The Town intends to replace this sewer line, primarily due to inflow and infiltration issues, which has resulted in the accumulation of sediment. The estimated cost of the project is \$0.8 million. The Town expects to complete the project in 2021, and intends to appropriate approximately \$0.8 million of system development fee revenues to the CRF for this purpose.

The 2018-2019 appropriation from the budget ordinance to the CRF of SDF proceeds for this purpose is \$765,677.

Professional Fees for System Development Fee Analysis: The Town intends to pay for professional services to update its system development fee analysis at an estimated cost of \$50,000. The Town expects to complete the project in 2020, and intends to appropriate approximately \$50,000 of system development fee revenues to the CRF for this purpose.

The 2018-2019 appropriation from the budget ordinance to the CRF of SDF proceeds for this purpose is \$50,000.

Section 2. This CRF shall remain effective until all of the above-listed projects, and any projects added in the future, are completed. The CFR may be amended by the Town Council as needed to add additional appropriations, modify or eliminate existing capital projects, and or add new capital projects.

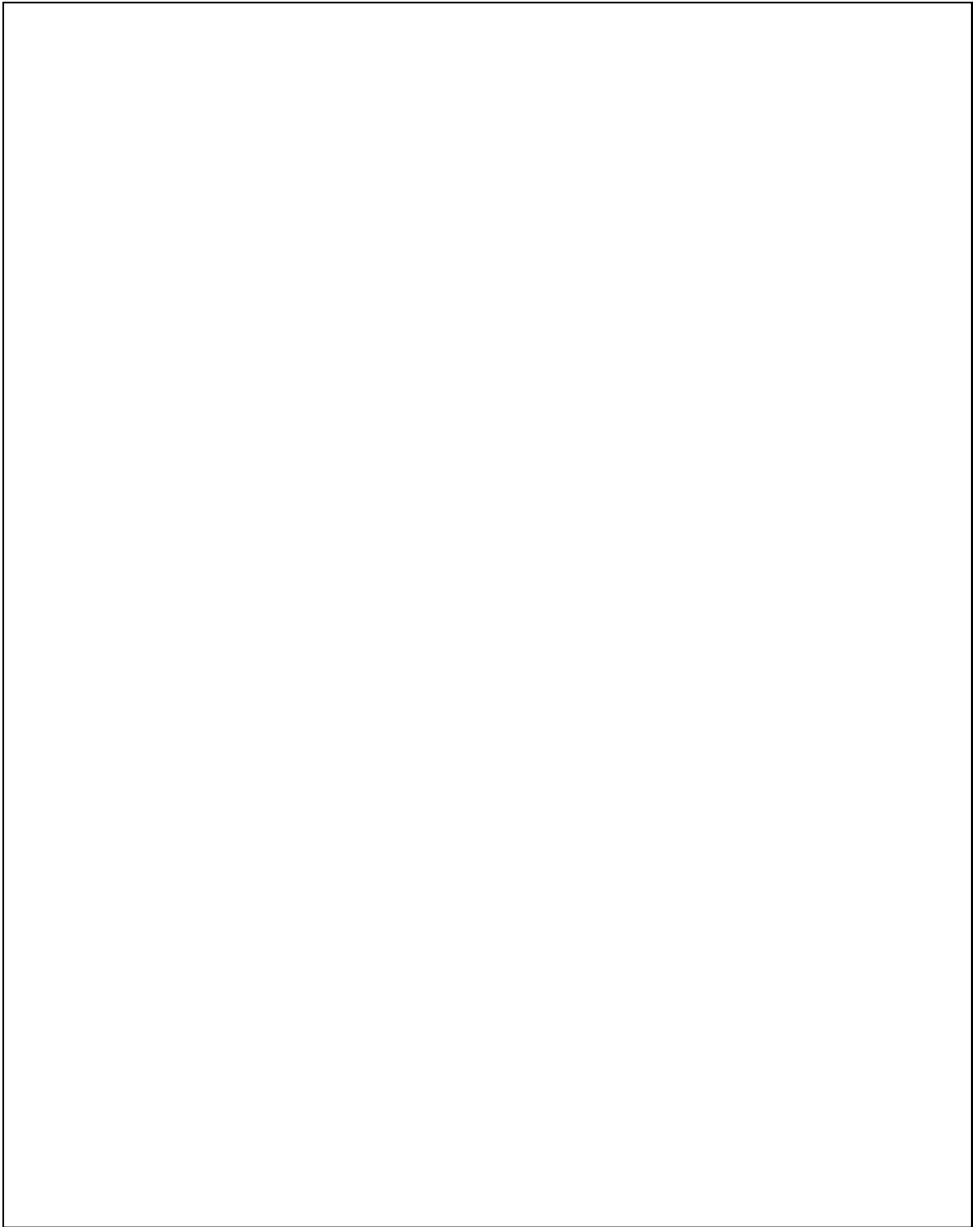
Section 3. This Resolution shall become effective and binding upon its adoption. Upon a motion of Council Member _____, and seconded by Council Member _____, the foregoing resolution was passed by a vote of ____ to ____.

Duly adopted this 17th day of June, 2019 while in regular session.

Michael Grannis
Mayor Pro Tem

ATTEST;

Kimberly A. Moffett, CMC, NCCMC
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: General Fund

<u>Line Item</u>	<u>Previous Appropriation</u>	<u>Adjustment</u>	<u>Revised Appropriation</u>
Revenue			
300-56-00-43 63	System Development Fee - Water		
	-	+1,153,426	\$1,153,426
300-56-00-43 64	System Development Fee - Sewer		
	-	+2,015,677	\$2,015,677
Expenditures			
300-56-00-59 31	Transfer to SDF Capital Reserve Fund		
	-	+3,169,103	\$3,169,103

Amendment necessary to transfer the proceeds received from system development fees to the capital reserve fund, which is required for compliance with G.S. 162A-211(d).

Duly adopted this 17th day of June, 2019 while in regular session.

Michael Grannis
Mayor Pro Tem

ATTEST:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk



Town Council Agenda Cover Sheet

Meeting Date

June 17 2019

Agenda Location

New Business

Item Title

Advanced Metering Infrastructure ("AMI") Financing

Presenter

Robert McKie, Finance Director

Summary/Description

The Finance Director will present a resolution to enter into an installment financing contract not to exceed \$5.0 million with Bank of America in conjunction with the proposed financing agreement. The Local Government Commission ("LGC") is expected to approve the financing agreement on July 9, 2019. 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

Installment Financing Contract Resolution

Equipment Installment Financing Agreement

Meeting Timeline

Click or tap here to enter text.

EQUIPMENT INSTALLMENT FINANCING AGREEMENT

This Equipment Installment Financing Agreement (the "Agreement") dated as of July 16, 2019, and entered into between Banc of America Public Capital Corp, a Kansas corporation ("Lender"), and the Town of Clayton, North Carolina, a municipal corporation existing under the laws of the State of North Carolina ("Purchaser").

WITNESSETH:

WHEREAS, Purchaser is a duly and validly created, organized and existing governmental entity under and by virtue of the Constitution and laws of the State of North Carolina; and

WHEREAS, Purchaser has the power, pursuant to Section 160A-20 of the General Statutes of North Carolina, to enter into installment contracts to finance the purchase of personal property, including property to be affixed or attached to real estate as fixtures; and

WHEREAS, Purchaser has requested Lender to advance certain funds to enable Purchaser to finance the purchase and installation of certain Equipment (as hereinafter defined) described herein (or to reimburse Purchaser for the costs of such purchase) and Purchaser desires to obtain such advance from Lender; and

WHEREAS, Purchaser is authorized under the Constitution and laws of the State to enter into this Agreement hereto for the purposes set forth herein; and

WHEREAS, the governing body of Purchaser has authorized the execution and delivery of this Agreement pursuant to a resolution adopted by the governing board of the Purchaser on June 17, 2019; and

WHEREAS, the obligation of Purchaser to make Installment Payments (as hereinafter defined) and other payments required under this Agreement shall constitute a limited obligation payable solely from currently budgeted appropriations of Purchaser and shall not constitute a pledge of the faith and credit of Purchaser within the meaning of any constitutional debt limitation or as otherwise prohibited by the North Carolina Constitution; and

WHEREAS, in order to further secure the obligations of Purchaser hereunder, Purchaser desires to grant a security interest in the Equipment for the benefit of the Lender; and

WHEREAS, no deficiency judgment may be rendered against Purchaser in any action for breach of a contractual obligation under this Agreement, and the taxing power of Purchaser is not and may not be pledged in any way, directly or indirectly or contingently to secure any moneys due under this Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

“Acquisition Amount” means \$5,000,000.

“Acquisition Period” means the period stated in the Schedule during which the Proceeds attributable to this Agreement may be expended on Equipment Costs, as such period may be extended with the consent of the Lender.

“Agreement” means this Equipment Installment Financing Agreement, including the Schedule and the other exhibits hereto, together with any amendments and modifications to the Agreement pursuant to Section 12.05.

“Code” means the Internal Revenue Code of 1986, as amended. Each reference to a Section of the Code herein shall be deemed to include the United States Treasury Regulations proposed or in effect thereunder.

“Commencement Date” means July 16, 2019, the date on which the Acquisition Amount is deposited into the Project Account designated by the Purchaser as set forth in Section 3.01.

“Contract Rate” means the rate identified as such in the Schedule.

“Equipment” means the property listed in the Schedule and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article V. Whenever reference is made in this Agreement to Equipment, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements of or to such Equipment.

“Equipment Costs” means the total cost of the Equipment listed in the Schedule, including related soft costs such as freight, installation and taxes and other capitalizable costs, legal fees, financing costs and other costs necessary to vest full, clear legal title to the Equipment in Purchaser, subject to the security interest granted to Lender in this Agreement, and otherwise incurred in connection with the financing of the Equipment as provided herein; provided that any such soft costs on a cumulative basis shall not exceed twenty percent (20%) of the total cost of the Equipment.

“Event of Default” means an Event of Default described in Section 11.01.

“Event of Non-appropriation” means the failure of Purchaser’s governing body to appropriate or otherwise make available funds to pay Installment Payments under this Agreement, or the amendment of a previously adopted budget to delete the funds to make such payments.

“Installment Payments” means the basic installment payments payable by Purchaser under this Agreement pursuant to Section 4.01, consisting of a principal component and an interest component.

“Installment Payment Date” means each date on which the Purchaser is required to make an Installment Payment under this Agreement, as specified in the Installment Payment Schedule.

“Installment Payment Schedule” means the Installment Payment Schedule attached hereto and made a part of the Schedule and substantially in the form of Exhibit A-1 attached to this Agreement.

“Lender” means (a) the entity referred to as Lender in the first paragraph of this Agreement or (b) any assignee or transferee of any right, title or interest of Lender in and to this Agreement (including Installment Payments thereunder) pursuant to Section 10.01, but does not include any entity solely by reason of that entity retaining or assuming any obligation of Lender to perform under this Agreement.

“LGC” means the North Carolina Local Government Commission, a division of the Department of State Treasurer.

“Material Adverse Change” means any change in Purchaser’s creditworthiness that could have a material adverse effect on (i) the financial condition or operations of Purchaser, or (ii) Purchaser’s ability to perform its obligations under this Agreement.

“Optional Prepayment Date” means the date described in Section 4.01(b).

“Prepayment Price” means, with respect to the Equipment listed on the Schedule, the amount that Purchaser may pay to Lender to prepay the outstanding Acquisition Amount as contemplated in Sections 4.01 and 8.01.

“Purchaser” means the entity referred to as Purchaser in the first paragraph of this Agreement.

“Schedule” means the Schedule of Property substantially in the form of Exhibit A hereto together with the Installment Payment Schedule attached thereto.

“State” means the State of North Carolina.

“Surety Bond” has the meaning assigned to that term in Section 7.05.

“Taxable Rate” means the rate identified as such in the Schedule.

“Term” means the period from the Commencement Date for this Agreement until the final Installment Payment is paid hereunder, as set forth in the Schedule, or until this Agreement is otherwise terminated.

“Vendor” means Ferguson Sensus, and any other manufacturer or supplier of the Equipment or any other person, as well as the agents, dealers and subcontractors of any

manufacturer or supplier with whom Purchaser has arranged the acquisition and installation of the Equipment to be financed by Lender pursuant to this Agreement.

ARTICLE II REPRESENTATIONS AND WARRANTIES OF PURCHASER

Section 2.01. Representations and Covenants of Purchaser. Purchaser represents, covenants and warrants for the benefit of Lender on the date hereof as follows:

(a) Purchaser is a municipal corporation duly created and existing under the laws of the State of North Carolina, and has all powers necessary to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(b) Purchaser has duly authorized the execution and delivery of this Agreement by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.

(d) Purchaser will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a municipal corporation.

(e) Purchaser has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Purchaser of the Equipment as provided herein.

(f) During the Term, the Equipment will be used by Purchaser only for the purpose of performing essential governmental or proprietary functions of Purchaser consistent with the permissible scope of Purchaser's authority. Purchaser does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last Installment Payment scheduled to be paid under this Agreement.

(g) Purchaser has kept, and throughout the Term shall keep, its books and records in accordance with generally accepted accounting principles and practices consistently applied, and shall deliver to Lender (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances for budget and actual, (3) statement of cash flows and notes, and (4) schedules and attachments to the financial statements) within two hundred seventy (270) days of its fiscal year end, (ii) such other financial statements and information as Lender may reasonably request, and (iii) its annual budget for the following fiscal year when approved but not later than thirty (30) days after its current fiscal year end. The financial statements described in subsection (i) shall be accompanied by an unqualified opinion of Purchaser's auditor. Credit information relating to Purchaser may be disseminated among Lender and any of its affiliates and any of their respective successors and assigns.

(h) The Equipment described above is essential to the functions of Purchaser or to the services Purchaser provides its citizens; Purchaser has an immediate need for the Equipment listed on the Schedule and expects to make immediate use of the Equipment listed on the Schedule, which will be used by Purchaser only for the purpose of performing one or more of Purchaser's governmental or proprietary functions consistent with the permissible scope of its authority. Purchaser's need for the Equipment is not temporary and Purchaser does not expect the need for any item of the Equipment to diminish during the Term. Purchaser expects and anticipates adequate funds to be available for all future payments due hereunder after the current budgetary period.

(i) The payment of the Installment Payments or any portion thereof is not directly or indirectly (x) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (y) on a present value basis, derived from payments (whether or not to Purchaser) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Acquisition Amount will be used, directly or indirectly, to make or finance loans to any person other than Purchaser. Purchaser has not entered into any management or other service contract with respect to the use and operation of the Equipment; provided that, Purchaser may enter into a management or other service contract with respect to the use and operation of the Equipment so long as prior to entering such contract, the Purchaser provides evidence satisfactory to the Lender (which may include an opinion of nationally recognized bond counsel) that entering into such contract will not have an adverse effect on the tax-exempt status of the interest component of Installment Payments.

(j) There is no pending litigation, tax claim, proceeding or dispute that may adversely affect Purchaser's financial condition or impairs its ability to perform its obligations hereunder. Purchaser will, at its expense, maintain its legal existence and do any further act and execute, acknowledge, deliver, file, register and record any further documents Lender may reasonably request in order to protect Lender's security interest in the Equipment and Lender's rights and benefits under this Agreement.

(k) The Purchaser has not failed to appropriate funds to make payments under any lease, installment financing agreement, lease purchase agreement, payment agreement or contract for purchase to which Purchaser has been a party. No event has occurred which would constitute an event of default resulting in a failure to make payment when due on any debt, revenue bond or other obligation issued by Purchaser or with respect to which Purchaser was obligated to make payments during the past ten (10) years.

ARTICLE III PURCHASE OF EQUIPMENT

Section 3.01. Purchase of Equipment. Subject to the terms of this Agreement and the Schedule, Lender agrees to advance the Acquisition Amount to the Purchaser to be used to acquire the Equipment. The Lender will advance the Acquisition Amount to the Purchaser by depositing such funds into a segregated account (the "Project Account") of the Purchaser held at

the North Carolina Capital Management Trust. The Purchaser agrees to withdraw amounts from the Project Account only for application from time to time to the payment of Equipment Costs in accordance with the procedures set forth in Section 3.02.

Pending application of funds in the Project Account to pay Equipment Costs, the amounts in the Project Account are subject to a lien and charge in favor of the Lender to secure the Purchaser's obligations to the Lender. The Purchaser grants to the Lender a security interest in the funds and investments on deposit to the credit of the Project Account from time to time. This Agreement is intended as a security agreement between the Purchaser and the Lender with respect to this security interest.

Section 3.02. Disbursement Process. Unless the Project Account is earlier terminated in accordance with the provisions hereof, the moneys held in the Project Account shall be used to pay Equipment Costs upon the prior written consent of the Lender to a written disbursement request prepared by an authorized representative of the Purchaser substantially in the form set forth in Exhibit E attached hereto, together with copies of invoices, title documentation, and such other documentation as the Lender may require. Once all of the Equipment to be purchased with the Acquisition Amount has been delivered to the Purchaser, the Purchaser shall deliver to the Lender an Acceptance Certificate substantially in the form of Exhibit D. All funds in the Project Account shall be expended by the end of the Acquisition Period. Any moneys remaining in the Project Account after the end of the Acquisition Period or following delivery of an Acceptance Certificate with respect to the Equipment, if sooner, may be applied to the next maturing principal component of the Installment Payments until such time as such moneys are expended. Upon the occurrence and continuance of an Event of Default under Section 11.01, the Lender may require any moneys then held in the Project Account to be applied to prepay the principal component of the Installment Payments.

Section 3.03. Conditions to Lender's Performance.

(a) As a prerequisite to the performance by Lender of any of its obligations pursuant to this Agreement, Purchaser shall deliver to Lender the following:

(i) A fully executed Agreement, together with a completed Schedule, executed by Purchaser;

(ii) A Certificate executed by the Clerk or Secretary or other comparable officer of Purchaser, in substantially the form attached hereto as Exhibit B, completed to the satisfaction of Lender;

(iii) A certified copy of a resolution, ordinance or other official action of Purchaser's governing body authorizing the execution and delivery of this Agreement and performance by Purchaser of its obligations hereunder;

(iv) In the event that Purchaser is to be reimbursed for expenditures that it has paid more than sixty days prior to the Commencement Date for the Agreement then being entered into, evidence of the adoption of a reimbursement resolution or other official action covering the reimbursement from tax exempt proceeds of expenditures incurred not more than sixty (60) days prior to the date of such resolution;

(v) An opinion of counsel to Purchaser in substantially the form attached hereto as Exhibit C respecting this Agreement and otherwise satisfactory to Lender;

(vi) Evidence of insurance as required by Section 7.02 hereof;

(vii) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lender, which Lender deems necessary or appropriate at that time pursuant to Section 6.02;

(viii) A copy of a fully completed and executed Form 8038-G pursuant to Section 4.05(e);

(ix) Evidence of approval of this Agreement by the LGC;

(x) A certified copy of any Surety Bond satisfying the conditions set forth in Section 7.04 hereof, or, at Lender's sole discretion, such Surety Bond may be provided after the Commencement Date, provided however, that no "Disbursement Request" pursuant to Section 3.02 shall be authorized by Lender (other than an initial Disbursement Request to pay closing costs) until such Surety Bond satisfying the conditions set forth in Section 7.04 have been delivered to Lessor;

(xi) Copies of original invoices (and proofs of payment of such invoices, if Purchaser seeks reimbursement) and bills of sale, if available (if title to Equipment has passed to Purchaser), to the extent required by Section 5.01(b);

(xii) If applicable, wire instructions for payments to be made to Vendors and Form W 9 from each such Vendor; and

(xiii) Such other items, if any, as are reasonably required by Lender.

(b) In addition, the performance by Lender of any of its obligations hereunder, including its approval of any disbursement request from the Project Account, shall be subject to: (i) no Material Adverse Change shall have occurred since the date of this Agreement, (ii) no Event of Default shall have occurred and then be continuing under this Agreement, (iii) no Event of Non-appropriation under this Agreement shall be threatened and (iv) no other installment financing agreement of the Purchaser shall have been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation.

(c) Subject to satisfaction of the foregoing, Lender will pay the Acquisition Amount for Equipment described in the Schedule to the Purchaser for deposit in the Project Account, to be disbursed in accordance with Section 3.02.

ARTICLE IV INSTALLMENT PAYMENTS

Section 4.01. Installment Payments; Prepayments.

(a) Subject to Section 4.04, Purchaser shall promptly pay Installment Payments, in lawful money of the United States of America, to Lender on the Installment Payment Dates in such amounts as provided in the Schedule. Purchaser shall pay Lender a charge on any Installment Payment not paid within five (5) days of the date such payment is due at a rate equal to the Contract Rate plus 5% per annum or the maximum amount permitted by law, whichever is less, from such date. Installment Payments consist of principal and interest components as more fully detailed on the Schedule.

(b) Purchaser shall have the option to prepay its obligations under this Agreement, in whole but not in part, on any business day (the "Optional Prepayment Date"), upon not less than 30 days' prior written notice, at the Prepayment Price indicated on the Installment Payment Schedule. After payment of all amounts owed with respect to this Agreement, the Purchaser will own the Equipment free and clear of any interest of Lender therein, and Lender's security interests in and to such Equipment will be terminated.

Section 4.02. Interest and Principal Components. A portion of each Installment Payment is paid as, and represents payment of, interest at the rate set forth in the Schedule, and the balance of each Installment Payment is paid as, and represents payment of, principal. The Installment Payment Schedule sets forth the principal and interest components of each Installment Payment payable under this Agreement during the Term.

Section 4.03. Appropriation. Purchaser intends, subject to Section 4.04, to pay the Installment Payments hereunder throughout the Term. The Purchaser affirms that sufficient funds are available for the current fiscal year, and the Purchaser reasonably believes that an amount sufficient to make all Installment Payments during the entire Term can be obtained from legally available funds of Purchaser. The finance officer, manager, or other appropriate official of the Purchaser (hereinafter the "Manager") shall include in the initial proposal for each of Purchaser's annual budgets the amount of all Installment Payments due under this Agreement and other payments coming due during the fiscal year to which such budget is applicable. Notwithstanding that the Manager includes an appropriation for Installment Payments and other payments in a proposed budget, Purchaser may terminate all its obligations hereunder and under this Agreement by not appropriating sufficient funds to make the scheduled Installment Payments and other payments. In the event the governing body of Purchaser determines not to appropriate in its budget an amount sufficient to pay all Installment Payments and reasonably estimated other payments coming due in the applicable fiscal year, or amend its budget to delete such amount during a fiscal year, the governing body of Purchaser shall adopt a resolution specifically deleting such appropriation from the budget for that fiscal year. Such resolution shall state the reasons for such deletion, shall be adopted by a vote identifying those voting for and against and abstaining from the resolution, and shall be recorded in the minutes of the governing body. A copy of such resolution shall be promptly sent to Lender. Such failure to appropriate shall constitute an Event of Default.

Section 4.04. Nonappropriation. (a) The Purchaser is obligated only to pay such Installment Payments as may lawfully be made from funds budgeted and appropriated for that purpose during Purchaser's then current fiscal year. If the amount equal to the Installment Payments which will be due during the next fiscal year has not been appropriated by Purchaser in its budget, the Manager shall deliver to the Lender, within ten (10) days after the adoption of Purchaser's budget for such fiscal year, but not later than fifteen (15) days after the start of such fiscal year, a certificate from the Manager of Purchaser stating that Purchaser did not make such appropriation, together with the resolution required under Section 4.03.

(b) No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of Purchaser within the meaning of any constitutional debt limitation. No provision of this Agreement shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of the credit of the Purchaser within the meaning of the Constitution of the State. This Agreement shall not directly or indirectly or contingently obligate Purchaser to make any payments beyond the amount appropriated, if any, in the sole discretion of Purchaser for any fiscal year in which this Agreement shall be in effect; provided, however, that any failure or refusal by the Purchaser to appropriate funds which results in the failure by the Purchaser to make any payment coming due hereunder will in no way obviate the occurrence of the Event of Default resulting from such nonpayment. No deficiency judgment may be rendered against the Purchaser in any action for breach of a contractual obligation under this Agreement and the taxing power of the Purchaser is not and may not be pledged directly or indirectly or contingently to secure any moneys due under this Agreement.

Purchaser may at the end of any fiscal year terminate its future Installment Payment obligations under this Agreement if Purchaser has not appropriated sufficient funds to make the next fiscal year's scheduled Installment Payments; however, during each fiscal year, Purchaser shall exercise its best efforts to appropriate funds for Installment Payments due in the next fiscal year. No provision of this Agreement shall be construed to pledge or create a lien on any class or source of Purchaser's moneys other than amounts in the Project Account or the Equipment. To the extent of any conflict between this Section and any other provision of this Agreement, this Section shall take priority.

(c) This Agreement constitutes an installment contract pursuant to Section 160A-20 and a security agreement under Article 9 of Chapter 25 (the "Uniform Commercial Code - Secured Transactions") of the General Statutes of North Carolina.

Section 4.05. Tax Covenants.

(a) Purchaser agrees that it will not take any action that would cause the interest component of Installment Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes, nor will it omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest component of Installment Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes.

(b) If required by Section 148(f) of the Code to pay rebate, Purchaser will rebate to the United States, not less frequently than once every five (5) years after the applicable Commencement Date, an amount equal to at least 90% of the Rebate Amount and within sixty (60) days after payment of all Installment Payments or the Prepayment Price as provided in Section 10.01(a) hereof, 100% of the Rebate Amount, as required by the Code and any regulations promulgated thereunder. Purchaser shall determine the Rebate Amount, if any, at least every year and upon payment of all Installment Payments or the Prepayment Price and shall maintain such determination, together with any supporting documentation required to calculate the Rebate Amount, until six (6) years after the date of the final payment of the Installment Payments or the Prepayment Price.

(c) The Purchaser represents that the Equipment will not be used in such a manner so as to cause this Agreement to constitute “private activity bonds” as defined in Section 141(a) of the Code and Sections 1.141-0 through 1.141-16 of the Regulations.

(d) This Agreement will not be federally guaranteed within the meaning of Section 149(b) of the Code, and Purchaser shall not permit the federal government to guarantee any Installment Payments.

(e) The Purchaser shall provide a duly and properly completed Form 8038-G to Lender for filing with the IRS on or before the 15th day of the second month after the calendar quarter in which this Agreement is executed.

Section 4.06. Event of Taxability. Upon the occurrence of an Event of Taxability, the interest component shall be at a Taxable Rate retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the owner or owners thereof for federal income tax purposes, and Purchaser will pay such additional amount as will result in the owner receiving the interest component at the Taxable Rate identified in this Agreement.

For purposes of this Section, “Event of Taxability” means the circumstance of the interest component of any Installment Payment paid or payable pursuant to the Agreement becoming includible for federal income tax purposes in an owner’s gross income as a consequence of any act or failure to act on the part of the Purchaser. An Event of Taxability shall be presumed to have occurred upon (a) the receipt by Lender or Purchaser of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency or other written correspondence which legally holds that the interest component of any Installment Payment under such Agreement is includable in the gross income of the owner thereof due to Purchaser’s action or failure to take any action; (b) the issuance of any public or private ruling of the Internal Revenue Service that the interest component of any Installment Payment under such Agreement is includable in the gross income of the owner thereof due to Purchaser’s action or failure to take any action; or (c) receipt by Lender or Purchaser of a written opinion of a nationally recognized firm of attorneys experienced in matters pertaining to the tax exempt status of interest on obligations issued by states and their political subdivisions, selected by Lender and acceptable to Purchaser, to the effect that the interest component of any Installment Payment under a Agreement has become includable in the gross income of the owner thereof for federal income tax purposes due to Purchaser’s action or failure to take any action. For all purposes of

this definition, an Event of Taxability shall be deemed to occur on the date as of which the interest component of any Installment Payment is deemed includable in the gross income of the owner thereof for federal income tax purposes.

ARTICLE V ACCEPTANCE OF EQUIPMENT

Section 5.01. Delivery, Installation and Acceptance of Equipment.

(a) Purchaser shall order the Equipment, cause the Equipment to be delivered, and pay any and all delivery and installation costs and other Equipment Costs in connection therewith. When the Equipment listed in the Schedule has been delivered and installed, Purchaser shall promptly accept such Equipment, and once all of the Equipment has been accepted, evidence such acceptance by executing and delivering to Lender an Acceptance Certificate in the form attached hereto as Exhibit D.

(b) Purchaser shall deliver to Lender copies of original invoices and bills of sale, if available (if title to such Equipment has passed to Purchaser) relating to each item of Equipment accepted by Purchaser.

Section 5.02. Quiet Enjoyment of Equipment. So long as Purchaser is not in default under this Agreement, neither Lender nor any entity claiming by, through or under Lender, shall interfere with Purchaser's quiet use and enjoyment of the Equipment during the Term.

Section 5.03. Inspection. Lender shall have the right at all reasonable times during regular business hours to enter into and upon the property of Purchaser for the purpose of inspecting the Equipment.

Section 5.04. Use and Maintenance of the Equipment. Purchaser will not install, use, operate, or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Purchaser shall obtain all permits and licenses, if any, necessary for the installation and operation of the Equipment and provide copies thereof to Lender at Lender's request. In addition, Purchaser agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative, or judicial body, including, without limitation, all anti-money laundering laws and regulations; provided that Purchaser may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lender, adversely affect the interest (including the security interest) of Lender in and to the Equipment or its interest or rights under this Agreement.

Purchaser agrees that it will maintain, preserve, and keep the Equipment in good repair and working order, in a condition comparable to that recommended by the manufacturer. Lender shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. In all cases, Purchaser agrees to pay any costs necessary for the manufacturer to re-certify the Equipment as eligible for manufacturer's maintenance upon the return of or foreclosure upon the Equipment to Lender as provided for herein.

Purchaser shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, parts, accessories, equipment and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the security interest of Lender.

ARTICLE VI SECURITY INTEREST IN EQUIPMENT

Section 6.01. Title to the Equipment. During the Term, and so long as Purchaser is not in default under Article XI hereof, all right, title and interest in and to each item of the Equipment shall be vested in Purchaser immediately upon its acceptance of each item of Equipment, subject to the terms and conditions of this Agreement. Purchaser shall at all times protect and defend, at its own cost and expense, its title in and to the Equipment from and against all claims, liens and legal processes of its creditors, and keep all Equipment free and clear of all such claims, liens and processes other than the security interest granted under this Agreement. Upon final payment of any Installment Payments or prepayment thereof pursuant to Section 4.01(b), Lender's security interest or other interest in the related Equipment shall terminate, and Lender shall execute and deliver to Purchaser such documents as Purchaser may request to evidence the termination of Lender's security interest in the Equipment.

Section 6.02. Security Interest. To secure the payment of all of Purchaser's obligations under this Agreement, Purchaser grants to Lender a security interest constituting a first lien on (a) the Equipment and in any and all additions, accessions, repairs, replacements, substitutions, and modifications to such Equipment, (b) moneys and investments held from time to time in the Project Account and (c) any and all proceeds of any of the foregoing, including any insurance proceeds paid because of loss or damage to the Equipment to the extent necessary to secure Purchaser's payment obligations to Lender under this Agreement. Lender may file, at Purchaser's expense, financing statements and other related documents that are necessary under Article 9 of Chapter 25 (the "Uniform Commercial Code - Secured Transactions") of the General Statutes of North Carolina to perfect Lender's first lien security interest by filing and to maintain that first lien security interest in perfected form. The Lender is authorized to (i) file financing statements as specified by the Uniform Commercial Code to perfect or maintain the Lender's security interest granted hereby and (ii) add, modify or delete any items shown on the financing statement to reflect the actual Equipment purchased by the Purchaser. If the Equipment is or includes one or more motor vehicles, the ownership or lienholder status of which is or are evidenced by a certificate of title(s), Purchaser shall cause Lender's lien to be properly shown on such title(s) as a first lien security interest. Purchaser agrees to execute and authorizes Lender to file such other notices of assignment, chattel mortgages, financing statements and other documents, in form satisfactory to Lender, which Lender deems necessary or appropriate to establish and maintain Lender's security interest in the Equipment and the proceeds thereof. Upon termination of this Agreement and payment and performance in full of all of Purchaser's obligations to Lender thereunder, Lender's security interest or other interest in the Equipment purchased pursuant to this Agreement shall terminate, and Lender shall execute and deliver to Purchaser such documents as Purchaser may request to evidence the termination of Lender's security interest in the Equipment.

Section 6.03. Personal Property. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Upon the request of Lender, Purchaser will, at Purchaser's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any real estate or building on or in which the Equipment is or will be located.

ARTICLE VII COVENANTS OF PURCHASER

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Purchaser shall keep the Equipment free of all levies, liens, and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Purchaser and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Purchaser shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Purchaser shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Purchaser shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Purchaser shall be obligated to pay only such installments as accrue during each Term.

Section 7.02. Insurance. The Purchaser shall, during the Term, maintain or cause to be maintained (a) casualty insurance naming Lender and its assigns as loss payee and insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lender, in an amount at least equal to the greater of (i) the Outstanding Balance shown on the Schedule or (ii) the replacement cost of the Equipment; (b) liability insurance naming Lender and its assigns as additional insured that protects Lender from liability with limits of at least \$10,000,000 for bodily injury and property damage coverage, or such other minimum coverage amount as may be agreed upon between Lender and Purchaser, in all events under clauses (a) and (b) issued in form and amount satisfactory to Lender and by an insurance company that is authorized to do business in the State and having a financial strength rating by A.M. Best Company of "A-" or better; and (c) worker's compensation coverage as required by the laws of the State. Notwithstanding the foregoing, Purchaser may self-insure against the risks described in clauses (a) and/or (b) through a government pooling arrangement, self-funded loss reserves, risk retention program or other self-insurance program, in each case with Lender's prior written consent (which Lender may grant, withhold or deny in its sole discretion) and provided that Purchaser has delivered to Lender such information as Lender may request with respect to the adequacy of such self-insurance to cover the risks proposed to be self-insured and otherwise in form and substance acceptable to Lender. In the event Purchaser is permitted, at Lender's sole discretion, to self-insure as provided in this Section, Purchaser shall provide to Lender a self-insurance letter in substantially the form attached hereto as Exhibit G. Purchaser shall furnish to Lender evidence of such insurance or self-insurance coverage throughout the Term. Purchaser shall not cancel or modify such insurance or self-insurance coverage in any way that would

affect the interests of Lender without first giving written notice thereof to Lender at least thirty (30) days in advance of such cancellation or modification.

Section 7.03. Risk of Loss. Whether or not covered by insurance or self insurance, Purchaser hereby assumes all risk of loss of, or damage to and liability related to injury or damage to any persons or property arising from the Equipment from any cause whatsoever, and no such loss of or damage to or liability arising from the Equipment shall relieve Purchaser of the obligation to make the Installment Payments or to perform any other obligation under this Agreement. Whether or not covered by insurance or self-insurance, Purchaser hereby agrees to reimburse Lender (to the fullest extent permitted by applicable law, but only from legally available funds) and the LGC for any and all liabilities, obligations, losses, costs, claims, taxes or damages suffered or incurred by Lender or the LGC, regardless of the cause thereof, and all expenses incurred in connection therewith (including, without limitation, counsel fees and expenses, and penalties connected therewith imposed on interest received) arising out of or as a result of (a) entering into this Agreement or any of the transactions contemplated hereby, (b) the ordering, acquisition, ownership use, operation, condition, purchase, delivery, acceptance, rejection, storage or return of any item of the Equipment, (c) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury or death to any person, and/or (d) the breach of any covenant of Purchaser in connection with this Agreement or any material misrepresentation provided by Purchaser in connection with this Agreement. The provisions of this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of this Agreement for any reason.

Section 7.04. Surety Bonds; Purchaser to Pursue Remedies Against Contractors and Sub-Contractors and Their Sureties. Purchaser shall secure from each Vendor directly employed by Purchaser in connection with the acquisition, construction, installation, improvement or equipping of the Equipment, a payment and performance bond ("Surety Bond") executed by a surety company authorized to do business in the State, having a financial strength rating by A.M. Best Company of "A-" or better, and otherwise satisfactory to Lessor and naming Lessor as a co-obligee in a sum equal to the entire amount to become payable under each Vendor Agreement. Each bond shall be conditioned on the completion of the work in accordance with the plans and specifications for the Equipment and upon payment of all claims of subcontractors and suppliers. Purchaser shall cause the surety company to add Lessor as a co-obligee on each Surety Bond, and shall deliver a certified copy of each Surety Bond to Lessor promptly upon receipt thereof by Purchaser. Any proceeds from a Surety Bond shall be applied in accordance with such Surety Bond to the payment and performance of the Vendor's obligations in accordance with the related Vendor Agreement and, if for whatever reason such proceeds are not so applied, first to amounts due Lessor under this Agreement, and any remaining amounts shall be payable to Purchaser.

In the event of a material default of any Vendor under any Vendor Agreement in connection with the acquisition, construction, maintenance and/or servicing of the Equipment or in the event of a material breach of warranty with respect to any material workmanship or performance guaranty with respect to the Equipment, Purchaser will promptly proceed to exhaust its remedies against the Vendor in default. Purchaser shall advise Lessor of the steps it intends to take in connection with any such default. Any amounts received by Purchaser in respect of

damages, refunds, adjustments or otherwise in connection with the foregoing shall be paid to Lessor and applied against Purchaser's obligations hereunder

Section 7.05. Advances. In the event Purchaser shall fail to keep the Equipment in good repair and working order, or shall fail to maintain any insurance required by Section 7.02 hereof, Lender may, but shall be under no obligation to, maintain and repair the Equipment or obtain and maintain any such insurance coverages, as the case may be, and pay the cost thereof. Purchaser covenants and agrees to pay such amounts so advanced by Lender with interest thereon from the due date until paid at a rate equal to the Contract Rate plus 5% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE VIII DAMAGE, DESTRUCTION AND CONDEMNATION

Section 8.01. Damage, Destruction and Condemnation. If, prior to the end of the Term, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Purchaser and Lender will cause the Net Proceeds of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Purchaser. Notwithstanding the foregoing, in the event of such damage or destruction, Purchaser shall have the option to prepay its obligations under this Agreement by prepaying all of the Prepayment Price then due under this Agreement on the day specified in Purchaser's notice to Lender of its exercise of the prepayment option (which shall be the earlier of the next Installment Payment Date or sixty (60) days after the event resulting in such damage, destruction or condemnation) (the "Purchase Option").

If Purchaser elects to replace any item of the Equipment (the "Replaced Equipment") pursuant to this Section, the replacement equipment (the "Replacement Equipment") shall be of similar type, utility and condition to the Replaced Equipment and shall be of equal or greater value than the Replaced Equipment. Purchaser hereby grants Lender a first priority security interest in any such Replacement Equipment. Purchaser shall represent, warrant and covenant to Lender that each item of Replacement Equipment is free and clear of all claims, liens, security interests and encumbrances, excepting only those liens created by or through Lender, and shall provide to Lender any and all documents as Lender may reasonably request in connection with the replacement, including, but not limited to, documentation in form and substance satisfactory to Lender evidencing Lender's security interest in the Replacement Equipment. Lender and Purchaser hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute "Equipment" for purposes of this Agreement. Purchaser shall complete the documentation of Replacement Equipment on or before the next Installment Payment Date after the occurrence of a casualty event, or be required to exercise the Purchase Option with respect to the damaged equipment.

For purposes of this Article, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

Section 8.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Purchaser shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pay or cause to be paid to Lender the amount of the then applicable Prepayment Price for the Equipment, and, upon such payment, the applicable Term shall terminate and Lender's security interest in the Equipment shall terminate as provided in Section 6.01 hereof. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing such Equipment and such other Equipment shall be retained by Purchaser. If Purchaser shall make any payments pursuant to this Section, Purchaser shall not be entitled to any reimbursement therefor from Lender nor shall Purchaser be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX WARRANTIES

Section 9.01. Disclaimer of Warranties. THE LENDER MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT OR ANY COMPONENT PART THEREOF TO THE PURCHASER OR IN REGARD TO ANY OTHER CIRCUMSTANCE WHATSOEVER WITH RESPECT THERETO, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION WITH RESPECT TO: THE MERCHANTABILITY OR THE FITNESS OR SUITABILITY THEREOF FOR ANY PURPOSE; THE VALUE, DESIGN OR CONDITION THEREOF; THE SAFETY, WORKMANSHIP OR QUALITY THEREOF; COMPLIANCE THEREOF WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; ANY LATENT DEFECT; THE TITLE TO OR INTEREST OF THE LENDER THEREIN; THE ABILITY THEREOF TO PERFORM ANY FUNCTION; THAT THE PROCEEDS OF THIS AGREEMENT WILL BE SUFFICIENT (TOGETHER WITH ANY OTHER AVAILABLE FUNDS OF THE PURCHASER) TO PAY THE COST OF ACQUIRING OR INSTALLING THE EQUIPMENT; OR ANY OTHER CHARACTERISTICS OF THE EQUIPMENT, IT BEING AGREED THAT ALL RISKS RELATING TO THE EQUIPMENT, THE INSTALLATION AND OPERATION THEREOF OR THE TRANSACTIONS CONTEMPLATED HEREBY ARE TO BE BORNE BY THE PURCHASER, AND THE BENEFITS OF ANY AND ALL IMPLIED WARRANTIES AND REPRESENTATIONS OF THE LENDER ARE HEREBY WAIVED BY THE PURCHASER. In no event shall Lender be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Equipment or the existence, furnishing, functioning or Purchaser's use of any item, product or service provided for in this Agreement.

Section 9.02. Vendor's Warranties. Lender hereby irrevocably appoints Purchaser its agent and attorney-in-fact during the Term, so long as Purchaser shall not be in default under this

Agreement, to assert from time to time whatever claims and rights (including without limitation warranties, if any) relating to the Equipment that Lender may have against Vendor. Purchaser's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against Lender. Any such matter shall not have any effect whatsoever on the rights and obligations of Lender with respect to this Agreement, including the right to receive full and timely payments under this Agreement. Purchaser expressly acknowledges that Lender makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties relating to the Equipment.

ARTICLE X ASSIGNMENTS

Section 10.01. Assignment by Lender.

(a) The Lender may, at any time and from time to time, assign all or any part of its interest in the Equipment or this Agreement, including, without limitation, Lender's rights to receive Installment Payments payable to Lender hereunder, in accordance with this Section 10.01. Any assignment made by the Lender or any subsequent assignee shall not purport to convey any greater interest or rights than those held by the Lender pursuant to this Agreement. The Lender or its assignees may assign or reassign all or any part of this Agreement, including the assignment or reassignment of any partial interest through the use of certificates evidencing participation interests in this Agreement, or making this Agreement part of a pool of obligations, without the consent of the LGC, so long as such assignment or reassignment is to (a) a bank, insurance company or similar institution or any other entity approved by the LGC; or (b) a trustee for the purpose of issuing certificates of participation or other forms of certificates evidencing an undivided interest in this Agreement, provided such certificates are sold only to a bank, insurance company or similar financial institution or other entity approved by the LGC. Notwithstanding the foregoing, unless to an affiliate controlling, controlled by or under common control with Lender, no assignment or reassignment of the Lender's interest in this Agreement shall be effective unless and until the Purchaser shall receive notice of such assignment or reassignment disclosing the name and address of each such assignee.

(b) The Purchaser further agrees that the Lender's interest in this Agreement may be assigned in whole or in part (subject to the limitations on assignment contained in Section 10.01(a)) upon terms which provide in effect that the assignor or assignee will act as a collection and paying agent for any holders of certificates of participation in this Agreement, provided the Purchaser receives notice of such assignment and such collection and paying agent covenants and agrees to maintain for the full remaining term of this Agreement a written record of each assignment and reassignment of such certificates of participation.

(c) Purchaser agrees to execute any document reasonably required in connection with any assignment. If Lender notifies Purchaser of its intent to assign this Agreement, Purchaser agrees that it shall execute and deliver to Lender a Notice and Acknowledgement of Assignment substantially in the form of Exhibit F attached to this Agreement within five (5) business days after its receipt of such request. Any assignor must provide notice of any assignment to Purchaser, and Purchaser shall keep a complete and accurate record of all assignments as required by the Code. After the giving of any such notice, Purchaser shall thereafter make all

payments in accordance with such notice to the assignee named therein and shall, if so requested, acknowledge such assignment in writing, but such acknowledgment shall in no way be deemed necessary to make the assignment effective.

(d) The Lender represents and warrants that it is familiar with federal and North Carolina legislation, rules and regulations as to limitations upon the public distribution of securities that have not been registered under the Securities Act of 1933, as amended, and that it is entering into this Agreement for its own account and has no present intention of making any sale or other distribution of this Agreement in violation of such legislation, rules or regulations. The Lender represents that it is familiar with the operations and financial condition of the Purchaser, based upon information furnished to the Lender by the Purchaser, and has made such inquiries as it deems appropriate in connection with this Agreement.

(e) The Lender covenants that it will not provide any disclosure document containing information about the Purchaser in connection with any sale or assignment of the Lender's rights in this Agreement without the Purchaser's express approval of such disclosure document.

Section 10.02. Assignment and Leasing by Purchaser. None of Purchaser's right, title, and interest in, to and under this Agreement or any portion of the Equipment may be assigned, leased or encumbered by Purchaser for any reason without the prior written consent of Lender.

ARTICLE XI EVENTS OF DEFAULT

Section 11.01. Events of Default Defined. Any of the following events shall constitute an "Event of Default" under this Agreement:

(a) Failure by Purchaser to pay any Installment Payment or other payment required to be paid under this Agreement within 10 days of the date when due as specified herein;

(b) Failure by Purchaser to maintain the insurance required under this Agreement (including the insurance required by Section 7.02);

(c) Failure by Purchaser to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Purchaser by Lender, unless Lender shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lender will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Purchaser within the applicable period and diligently pursued until the default is corrected;

(d) Any statement, representation or warranty made by Purchaser in or pursuant to this Agreement or its execution, delivery or performance shall prove to have been false, incorrect, misleading, or breached in any material respect on the date when made;

(e) A default occurs under any other agreement of Purchaser for borrowing money, including general obligation indebtedness, revenue bonds, and installment financing agreements which results from Purchaser's failure to make payment on such obligations when due;

(f) Purchaser shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Purchaser, or of all or a substantial part of the assets of Purchaser, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Purchaser in any bankruptcy, reorganization or insolvency proceeding;

(g) The occurrence of an Event of Non-appropriation; or

(h) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator or Purchaser or of all or a substantial part of the assets of Purchaser, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 11.02. Remedies on Default. Whenever any Event of Default exists, Lender shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Purchaser, Lender may declare all Installment Payments payable by Purchaser pursuant to this Agreement and other amounts payable by Purchaser hereunder to the end of the Term to be due;

(b) To the extent permitted by applicable law, Lender may enter the premises where the Equipment listed in this Agreement is located and take possession of such Equipment and sell or lease such Equipment for the account of Purchaser. The exercise of any such remedies respecting any such Event of Default shall not relieve Purchaser of any other liabilities hereunder or the Equipment listed therein; and

(c) Proceed by appropriate court action to enforce performance by Purchaser of the applicable covenants of this Agreement or to recover for the breach thereof; provided, however, that nothing herein shall be deemed to allow any judgment for a deficiency or waive any provision of N.C.G.S. § 160A-20 or any defense the Purchaser may otherwise have;

(d) Exercise all the rights and remedies of a secured party or creditor under the Uniform Commercial Code of the State of North Carolina and the general laws of the State of North Carolina with respect to the enforcement of the security interest granted or reserved hereunder, including, without limitation, to the extent permitted by law, take possession of any collateral without any court order or other process of law and without liability for entering the premises and sell, lease, sublease or make other disposition of the same in a commercially reasonable manner for the account of Purchaser, and apply the proceeds of any such sale, lease, sublease or other disposition, after deducting all costs and expenses, including court costs and

attorneys' fees, incurred with the recovery, repair, storage and other sale, lease, sublease or other disposition costs, toward the balance due under this Agreement, and, thereafter, shall pay any remaining proceeds to Purchaser;

(e) To the extent permitted by applicable law, require Purchaser to deliver the Equipment, at Purchaser's sole expense, to any location within the State of North Carolina designated by Lender, and take possession of any proceeds of the Equipment, including Net Proceeds; or

(f) Lender may take whatever action at law or in equity that is necessary or reasonable to enforce its rights under this Agreement or as a secured party in any or all of the Equipment subject to this Agreement.

(g) NOTWITHSTANDING ANY OTHER PROVISIONS HEREIN, IT IS THE INTENT OF THE PARTIES HERETO TO COMPLY WITH SECTION 160A-20 OF THE GENERAL STATUTES OF NORTH CAROLINA, AS AMENDED. NO DEFICIENCY JUDGMENT MAY BE ENTERED AGAINST THE PURCHASER IN FAVOR OF THE LENDER OR ANY OTHER PERSON IN VIOLATION OF SECTION 160A-20, INCLUDING, WITHOUT LIMITATION, ANY DEFICIENCY JUDGMENT FOR AMOUNTS THAT MAY BE OWED HEREUNDER WHEN THE SALE OF ALL OR ANY PORTION OF THE EQUIPMENT IS INSUFFICIENT TO PRODUCE ENOUGH MONEYS TO PAY IN FULL ALL REMAINING OBLIGATIONS HEREUNDER.

Section 11.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lender is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lender to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice other than such notice as may be required in this Article.

ARTICLE XII MISCELLANEOUS

Section 12.01. Notices. All notices, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Purchaser.

Section 12.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lender and Purchaser and their respective successors and assigns.

Section 12.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 12.04. Amendments, Changes and Modifications. This Agreement (including the Schedule) may only be amended in writing by Lender and Purchaser and, if this Agreement requires LGC approval, the LGC.

Section 12.05. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12.06. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 12.07. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 12.08. E-Verify. The Lender understands that “E-Verify” is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Section 64-25(5) of the General Statutes of North Carolina, as amended. The Lender uses E-Verify to verify the work authorization of its employees in accordance with Section 64-26(a) of the General Statutes of North Carolina, as amended. The Lender will require that any subcontractor that it uses in connection with the transactions contemplated by this Agreement certify to such subcontractor’s compliance with E-Verify.

Section 12.09. Iran Divestment List. As of the date of this Agreement, the Lender is not included on a list of persons engaged in investment activities in Iran created and maintained by the North Carolina Department of State Treasurer pursuant to Section 147-86.58 of the Iran Divestment Act of 2015, Article 6E, as amended, of Chapter 147 of the General Statutes of North Carolina. The Lender will not utilize any subcontractor that is listed on any such list in connection with the transactions contemplated by this Agreement.

[Remainder of page intentionally left blank]

In Witness Whereof, Lender and Purchaser have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

LENDER:

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104
Attention: Contract Administration
Fax No.: (415) 765-7373

By: _____
Name: _____
Title: _____

PURCHASER:

Town of Clayton, North Carolina
PO Box 879
Clayton, North Carolina 27528
Attention: Finance Director
Fax No.: (919) 553-8919

By: _____
Name: Adam Lindsay
Title: Town Manager

(Seal)

Attest:

By: _____
Name: Kimberly Moffett
Title: Town Clerk

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.

Town of Clayton Finance Director

LGC APPROVAL:

This Agreement has been approved by the North Carolina Local Government Commission under the provisions of Section 115D-58.15 of the General Statutes of North Carolina.

By: _____
Name: Greg C. Gaskins
Title: Secretary

List of Exhibits:

Exhibit A	--	Schedule of Property
Exhibit A-1	--	Installment Payment Schedule
Exhibit B	--	Incumbency Certificate
Exhibit C	--	Opinion of Counsel Form
Exhibit D	--	Acceptance Certificate
Exhibit E	--	Form of Disbursement Request
Exhibit F	--	Notice and Acknowledgement of Assignment
Exhibit G	--	Self-Insurance Certificate

EXHIBIT A

SCHEDULE OF PROPERTY

Re: Equipment Installment Financing Agreement, dated as of July 16, 2019, between Banc of America Public Capital Corp, as Lender, and the Town of Clayton, North Carolina, as Purchaser

1. Defined Terms. All terms used herein have the meanings ascribed to them in the above-referenced Equipment Installment Financing Agreement (the “Agreement”).

2. Equipment. The following items of Equipment are hereby included under this Schedule to the Agreement.

	Description
AMI System:	Water Meters
	Electric Meters
	AMI Reading Data Management Software
	AMI Network Data Collector
	AMI Endpoint Programming Handheld
	MDM/Utility Billing Integration Software

3. Payment Schedule.

(a) Installment Payment Schedule. The Acquisition Amount for the Equipment is \$5,000,000. The Installment Payments shall be in such amounts and payable on such dates as set forth in the Installment Payment Schedule attached to this Schedule. The Purchaser’s obligation to make Installment Payments shall commence on July 16, 2019, which is the date on which the Acquisition Amount to purchase the Equipment is deposited into an account designated by the Purchaser.

(b) Prepayment Price. The Prepayment Price shall be (a) during the period from the Commencement Date to but not including the first Installment Payment Date, the amount of \$5,000,000 plus a premium equal to \$5,000,000 multiplied by 1.25%, (b) from August 1, 2020 through February 1, 2027, during the period from each Installment Payment Date to but not including the next succeeding Installment Payment Date, an amount equal to the amount shown in the Balance Outstanding column on the first Installment Payment Date on Exhibit A-1 for such period multiplied by 1.25%, and (c) after February 1, 2027, for the period from each Installment Payment Date to but not including the next succeeding Installment Payment Date, an amount equal to the amount shown in the Balance Outstanding column on Exhibit A-1 on the first Installment Payment Date for such period.

4. Representations, Warranties and Covenants. Purchaser hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the

Agreement are true and correct as though made on the date of commencement of Installment Payments on this Schedule.

5. The Purchase Agreement. The terms and provisions of the Agreement are hereby incorporated into this Schedule by reference and made a part hereof.

6. Agreement Proceeds. The Acquisition Amount which Lender shall pay to the Purchaser is \$5,000,000. It is expected that by eighteen (18) months from the date of the Agreement, Purchaser will have taken possession of all items of Equipment shown above and that a Purchaser's Acceptance Certificate, or Acceptance Certificates, will be signed by Purchaser and delivered to Lender on or before eighteen (18) months from the date of the Agreement.

7. Acquisition Period. The Acquisition Period shall end at the conclusion of the eighteenth month following the date hereof (i.e. January 16, 2021).

8. Term. The Term shall extend from July 16, 2019 to August 1, 2034.

9. Optional Prepayment Date. For purposes of Section 4.01(b) of the Agreement, the Optional Prepayment Date is any business day.

10. Contract Rate. The Contract Rate for this Schedule is 2.3615%.

11. Registration. Any Equipment that is a motor vehicle is to be registered and titled as follows:

- (a) Registered Owner: Town of Clayton, North Carolina
- (b) Lienholder: Banc of America Public Capital Corp
2059 Northlake Pkwy., 4th Floor
Mail Code GA3-003-04-01
Tucker, Georgia 30084

Purchaser shall be responsible for the correct titling of all Equipment purchased hereunder. Purchaser will cause the original Certificates of Title to be delivered to Lender for retention in Lender's files throughout the Term.

Dated: July 16, 2019

LENDER:

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104
Attention: Contract Administration
Fax No.: (415) 765-7373

PURCHASER:

Town of Clayton, North Carolina
PO Box 879
Clayton, North Carolina 27528
Attention: Finance Director
Fax No.: (919) 553-8919

By: _____
Name: _____
Title: _____

By: _____
Name: Robert McKie
Title: Finance Director

(Seal)

Attest:

By: _____
Name: Kimberly Moffett
Title: Town Clerk

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that the Agreement and this Schedule constitute chattel paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT A-1

INSTALLMENT PAYMENT SCHEDULE

Re: Equipment Installment Financing Agreement, dated as of July 16, 2019, between Banc of America Public Capital Corp, as Lender, and the Town of Clayton, North Carolina, as Purchaser

Purchaser: Town of Clayton, North Carolina

Term: 15 years

Acquisition Amount: \$5,000,000

Contract Rate: 2.6294%

<u>Installment Payment Date</u>	<u>Installment Payment Amount</u>	<u>Interest Component</u>	<u>Principal Component</u>	<u>Outstanding Balance</u>
07/16/2019				\$5,000,000
08/01/2020	\$407,947.92	\$136,947.92	\$271,000	4,729,000
08/01/2021	408,344.33	124,344.33	284,000	4,445,000
08/01/2022	407,876.83	116,876.83	291,000	4,154,000
08/01/2023	408,225.28	109,225.28	299,000	3,855,000
08/01/2024	408,363.37	101,363.37	307,000	3,548,000
08/01/2025	408,291.11	93,291.11	315,000	3,233,000
08/01/2026	408,008.50	85,008.50	323,000	2,910,000
08/01/2027	408,515.54	76,515.54	332,000	2,578,000
08/01/2028	407,785.93	67,785.93	340,000	2,238,000
08/01/2029	407,845.97	58,845.97	349,000	1,889,000
08/01/2030	407,669.37	49,669.37	358,000	1,531,000
08/01/2031	408,256.11	40,256.11	368,000	1,163,000
08/01/2032	408,579.92	30,579.92	378,000	785,000
08/01/2033	407,640.79	20,640.79	387,000	398,000
08/01/2034	408,465.01	10,465.01	398,000	0
TOTAL	\$6,121,815.98	\$1,121,815.98	\$5,000,000	

For purposes of the Agreement, "Taxable Rate," with respect to the interest component of Installment Payments, means an annual rate of interest equal to 3.356%.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PURCHASER:

TOWN OF CLAYTON, NORTH CAROLINA

By: _____

Name: Robert McKie

Title: Finance Director

[Signature Page – 2019 Installment Payment Schedule (AMI)]

A-1-2

EXHIBIT B

INCUMBENCY CERTIFICATE

The undersigned, the duly elected and acting Clerk of the Town of Clayton, North Carolina ("Purchaser") certifies as follows:

A. The following listed persons are duly appointed and acting officials of Purchaser (the "Officials") in the capacities set forth opposite their respective names below and that the facsimile signatures set forth opposite their respective names are their true and correct signatures;

B. The Officials are duly authorized, on behalf of Purchaser, to negotiate, execute and deliver the Equipment Installment Financing Agreement dated as of July 16, 2019 and the Schedule thereunder (the "Agreement") by and between Purchaser and Banc of America Public Capital Corp, and the Agreement is a binding and authorized Agreement of Purchaser, enforceable in all respects in accordance with its terms.

<u>Name of Official</u>	<u>Title</u>	<u>Signature</u>
Adam Lindsay	Town Manager	_____
Robert McKie	Finance Director	_____

Dated: July 16, 2019

By: _____
Name: Kimberly Moffett
Title: Town Clerk

(The signer of this Certificate cannot be listed above as authorized to execute the Agreement.)

EXHIBIT C

OPINION OF COUNSEL TO PURCHASER

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

Re: Equipment Installment Financing Agreement, dated as of July 16, 2019, between Banc of America Public Capital Corp, as Lender, and the Town of Clayton, North Carolina, as Purchaser

Ladies and Gentlemen:

As Attorneys for the Town of Clayton, North Carolina ("Purchaser"), we have examined (a) an executed counterpart of the Equipment Installment Financing Agreement, dated as of July 16, 2019, and Exhibits thereto by and between Banc of America Public Capital Corp ("Lender") and Purchaser (the "Agreement"), which, among other things, provides for the financing of certain property listed in the Schedule (the "Equipment"), (b) a resolution of Purchaser adopted on June 17, 2019, which, among other things, authorizes Purchaser to execute the Agreement and the Schedule and (c) such other opinions, documents and matters of law as we have deemed necessary in connection with the following opinions. The Agreement and the Schedule, together with the Installment Payment Schedule attached to the Schedule, are herein referred to collectively as the "Agreement".

Based on the foregoing, we are of the following opinions:

1. Purchaser is a municipal corporation existing under the laws of the State of North Carolina.
2. Purchaser has the requisite power and authority to acquire and finance the Equipment and to execute and deliver the Agreement and to perform its obligations under the Agreement.
3. The Agreement has been duly authorized, approved, executed and delivered by and on behalf of Purchaser and the Agreement is a valid and binding obligation of Purchaser enforceable in accordance with its terms.
4. The authorization, approval, execution and delivery of the Agreement and all other proceedings of Purchaser relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws, and all other applicable state or federal laws.
5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of Lender or its assigns, as the case may be, in the Equipment or other collateral thereunder.

All capitalized terms herein shall have the same meanings as in the Agreement unless otherwise provided herein. Lender and its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Installment Payments, are entitled to rely on this opinion.

Very truly yours,

EXHIBIT D

ACCEPTANCE CERTIFICATE

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

Re: Equipment Installment Financing Agreement, dated as of July 16, 2019, between Banc of America Public Capital Corp, as Lender, and the Town of Clayton, North Carolina, as Purchaser

Ladies and Gentlemen:

In accordance with the Equipment Installment Financing Agreement (the "Agreement"), the undersigned Purchaser hereby certifies and represents to, and agrees with Lender as follows:

1. All of the Equipment (as such term is defined in the Agreement) listed in the Schedule of Property (the "Schedule") has been delivered, installed and accepted on the date hereof.

2. Purchaser has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

3. Purchaser is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.

4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

Date: _____

PURCHASER:

TOWN OF CLAYTON, NORTH CAROLINA

By: _____

Name: _____

Title: _____

(Seal)

EXHIBIT E

FORM OF DISBURSEMENT REQUEST

Re: Equipment Installment Financing Agreement dated July 16, 2019 by and between Banc of America Public Capital Corp, as Lender and the Town of Clayton, North Carolina, as the Purchaser (the "Agreement").

In accordance with the terms of Section 3.02 of the Agreement between Banc of America Public Capital Corp ("Lender") and the Town of Clayton, North Carolina (the "Purchaser") the undersigned hereby requests the Lender to approve payment to the following persons of the following amounts from the Project Account for the following purposes.

Payee's Name and Address	Invoice Number	Dollar Amount	Purpose

The undersigned hereby certifies as follows:

(i) An obligation in the stated amount has been incurred by the Purchaser, and the same is a proper charge against the Project Account for Equipment Costs, and has not been paid. Attached hereto is a copy of the original invoice documentation with respect to such obligation.

(ii) Each item of the Equipment subject to this Disbursement Request has been delivered, installed and accepted by the Purchaser.

(iii) The undersigned, as an authorized representative of the Purchaser, has no notice of any vendor's, materialmen's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which the Purchaser is, as of the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to the Purchaser).

(v) The Equipment subject to this Disbursement Request is insured in accordance with the Agreement.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Agreement has occurred and is continuing at the date hereof.

(vii) The disbursement is occurring prior to the end of the Acquisition Period.

(vii) The representations, warranties and covenants of the Purchaser set forth in the Agreement are true and correct as of the date hereof

(viii) No Material Adverse Change in the Purchaser's financial condition has occurred since the date of the Agreement.

Dated: _____

TOWN OF CLAYTON, NORTH CAROLINA

By: _____
Authorized Representative

Disbursement of funds from the Project
Fund in accordance with the foregoing
Disbursement Request hereby is authorized

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lender under the Agreement

By: _____
Authorized Agent

EXHIBIT F

NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT

Dated _____

BANC OF AMERICA PUBLIC CAPITAL CORP (“Assignor”) hereby gives notice that it has assigned and sold to [_____] (“Assignee”) all of Assignor’s right, title and interest in, to and under the Equipment Installment Financing Agreement and related Schedule (“Agreement”) dated as of July 16, 2019 between Assignor and the Town of Clayton, North Carolina (“Purchaser”).

For purposes of this Notice and Acknowledgment of Assignment (the “Acknowledgment”), “Agreement” means collectively the Agreement identified above, together with all exhibits, schedules, addenda, and attachments related thereto, and all certifications and other documents delivered in connection therewith. Each capitalized term used but not defined herein has the meaning set forth in the Agreement described above.

1. [Pursuant to the authority of Resolution _____ adopted on _____,] Purchaser hereby [consents to and] acknowledges the effect of the assignment of the Agreement and absolutely and unconditionally agrees to deliver to Assignee all installment payments and other amounts coming due under the Agreement in accordance with the terms thereof on and after the date of this Acknowledgment.

2. Purchaser hereby agrees that: (i) Assignee shall have all the rights of Lender under the Agreement and all related documents, including, but not limited to, the rights to issue or receive all notices and reports, to give all consents or agreements to modifications thereto, to receive title to the equipment in accordance with the terms of the Agreement, to declare a default and to exercise all remedies thereunder; and (ii) except as provided in Section 3.04 of the Agreement, the obligations of Purchaser to make installment payments and to perform and observe the other covenants and agreements contained in the Agreement shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense.

3. Purchaser agrees that, as of the date of this Acknowledgment, the following information about the Agreement is true, accurate and complete:

Number of Installment Payments Remaining	–	_____
Amount of Each Installment Payment	–	\$ _____
Total Amount of Installment Payments Remaining	–	\$ _____
Frequency of Installment Payments	–	_____
Next Installment Payment Due	–	_____

4. The Agreement remains in full force and effect, has not been amended and no nonappropriation or event of default (or event which with the passage of time or the giving of notice or both would constitute a default) has occurred thereunder.

5. Any inquiries of Purchaser related to the Agreement and any requests for disbursements, if applicable, and all installment payments and other amounts coming due pursuant to the Agreement on and after the date of this Acknowledgment should be remitted to Assignee at the following address (or such other address as provided to Purchaser in writing from time to time by Assignee):

ACKNOWLEDGED AND AGREED:

PURCHASER: TOWN OF CLAYTON, NORTH CAROLINA

By: _____
Name: _____
Title: _____

ASSIGNOR: BANC OF AMERICA PUBLIC CAPITAL CORP

By: _____
Name: _____
Title: _____

EXHIBIT G

FORM OF SELF-INSURANCE CERTIFICATE

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

Re: Equipment Installment Financing Agreement

In connection with the above-referenced Agreement (the "Agreement"), the Town of Clayton, North Carolina (the "Purchaser") hereby warrants and represents to Banc of America Public Capital Corp the following information. The terms capitalized herein but not defined herein shall have the meanings assigned to them in the Agreement incorporated in the Schedule by reference.

1. The Purchaser is self-insured for damage or destruction to the Equipment listed in the Schedule of Property to the Agreement (herein, the "Equipment"). The dollar amount limit for property damage to the Equipment under such self-insurance program is \$ _____. [The Purchaser maintains an umbrella insurance policy for claims in excess of Purchaser's self-insurance limits for property damage to the Equipment which policy has a dollar limit for property damage to the Equipment under such policy of \$ _____.]

2. The Purchaser is self-insured for liability for injury or death of any person or damage or loss of property arising out of or relating to the condition or operation of the Equipment. The dollar limit for such liability claims under the Purchaser's self-insurance program is \$ _____. [The Purchaser maintains an umbrella insurance policy for claims in excess of Purchaser's self-insurance limits for liability which policy has a dollar limit for liabilities for injury and death to persons as well as damage or loss of property arising out of or relating to the condition or operation of the Equipment in the amount of \$ _____.]

[3]. The Purchaser maintains a self-insurance fund. Monies in the self-insurance fund [are/are not] subject to annual appropriation. The total amount maintained in the self-insurance fund to cover Purchaser's self-insurance liabilities is \$ _____. [Amounts paid from the Purchaser's self-insurance fund are subject to a dollar per claim of \$ _____.]

[3]. The Purchaser does not maintain a self-insurance fund. The Purchaser obtains funds to pay claims for which it has self-insured from the following sources: _____ . Amounts payable for claims from such sources are limited as follows: _____ .

4. Attached hereto are copies of certificates of insurance with respect to policies maintained by Purchaser.

PURCHASER:

TOWN OF CLAYTON, NORTH CAROLINA

By:

Name: _____

Title: _____

**TOWN COUNCIL
OF THE
TOWN OF CLAYTON, NORTH CAROLINA**
Excerpt of Minutes
of Meeting of June 17, 2019

Present: Mayor McLeod presiding, and Councilmembers: _____

Absent: _____

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

**RESOLUTION AUTHORIZING EXECUTION AND
DELIVERY OF AN INSTALLMENT FINANCING
CONTRACT TO FINANCE AN ADVANCED
METERING INFRASTRUCTURE SYSTEM**

WHEREAS, the Town of Clayton, North Carolina (the "Town") desires to finance 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"); and

WHEREAS, the Town desires to finance the acquisition and installation of the Equipment by executing and delivering an installment financing contract, as authorized under North Carolina General Statutes Chapter 160A, Article 3, Section 20; and

WHEREAS, the Town sent out a request for proposals to a number of banks relating to the financing; and

WHEREAS, Banc of America Public Capital Corp (the "Bank") submitted a proposal dated May 20, 2019 (the "Proposal"), pursuant to which the Bank agreed to enter into an installment financing contract with the Town in the amount no to exceed \$5,000,000 at an interest rate of 2.6294% and with a fifteen year term (the "Contract") to finance the acquisition and installation of the Equipment and to pay certain costs associated with the financing, to be secured by a security interest in certain of the Equipment for the benefit of the Bank; and

WHEREAS, the proposed form of the Contract has been drafted and presented at this meeting;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town, meeting in regular session on the 17th day of June, 2019, as follows:

1. The Town Council hereby authorizes and directs the Mayor, the Town Manager, the Finance Director and the Clerk, or any of them, to execute, acknowledge and deliver the Proposal and Contract on behalf of the Town, with such changes and modifications as the person executing and delivering such instrument on behalf of the Town shall find acceptable, so long as the maximum principal amount of the Contract does not exceed \$5,000,000. The Clerk is hereby authorized to affix the official seal of the Town to the Contract and to attest the same.

2. Each of the Mayor, the Town Manager, the Finance Director and the Clerk is authorized and directed to execute and deliver any and all papers, instruments, agreements, tax certificates, opinions, certificates, affidavits and other documents, and to do or cause to be done any and all other acts and things necessary or proper for carrying out this Resolution and the Contract and the financing of the Equipment.

3. The Town hereby declares that it reasonably expects to make certain capital expenditures for the acquisition and installation of the Equipment, and to reimburse such expenditures out of the proceeds of the Contract, up to a maximum amount of \$5,000,000. This resolution is intended to be a declaration of official intent under Internal Revenue Service Treasury Regulations § 1.150-2(e).

4. 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.

5. This resolution shall take effect immediately.

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 _____

Duly adopted this 17th day of June, 2019 while in regular session.

Michael Grannis
Mayor Pro Tem

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 17, 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 Town Council for the Town is on file in my office.

WITNESS my hand and the official seal of the Town this 17th day of June, 2019.

Clerk
Town of Clayton, North Carolina

(SEAL)