



Town of Clayton
Regular Town Council Meeting Agenda
Monday, November 19, 2018 @ 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. Warranty Acceptances
 - Alpine 6A-3 FINAL
 - Brookside Subdivision FINAL

[RWAC Alpine 6A-3](#)
[Brookside](#)
- b. Johnston County School System Grant - Resource Officers
[SRO Guideline](#)
[SRO Contract](#)
- c. Resolution Directing Clerk to Certify Sufficiency
 - 2018-207-ANX - Walton Farm @ RWAC

[Resolution](#)

POTENTIAL ACTION: Adoption of Consent Agenda as Presented

4. ADMINISTRATIVE ITEMS

- a. Warranty Acceptance
 - Bristol at Cobblestone, Phase 2 FINAL

[Bristol at Cobblestone Phase 2](#)

POTENTIAL ACTION: Place on December 3, 2018 Consent Agenda
- b. NCDOT - Municipal Declaration - Speed Limit Reduction from 35 MPH to 25 MPH
 - SR 1004 - Main Street (from 0.103 miles north of US 70 Business to Second Street)

[NCDOT Correspondence - Speed Reduction Portion of Main Street](#)

POTENTIAL ACTION: Place on December 3, 2018 Consent Agenda

5. INTRODUCTIONS AND SPECIAL PRESENTATIONS

- a. Introduction of New Employees
Presenters: Rich Cappola and Dale Medlin
 - Michael Cook - Building Inspector III
 - Ian Bowser - Electric Line Technician
- b. Recognition of Nathaniel Sanders, Jr. - Former Town of Clayton Council Member
Presenter: Jody McLeod, Mayor
[Recognition](#)
- c. Recognition of Long-Term Elected Official
Presenter: Jody McLeod, Mayor
 - Council Member R.S. "Butch" Lawter
- d. Introduction 150th Celebration Event Coordinator
Presenter: Stacy Beard, Public Information Officer
 - Michelle Bonham[Cover](#)

6. PUBLIC HEARINGS

- a. Water & Sewer Rates / Capacity Study Public Hearing
Presenters: Adam Lindsay - Town Manager, Rich Cappola - Inspections & Engineering Director, Tim Simpson - Public Works Director, and The Wooten Company Representatives (Charlie Davis, Carl Scharf & Casey Garland)
[Cover](#)
[WW Capacity Study Additional Information](#)
[Newspaper Ad](#)

POTENTIAL ACTION: Informational and Receive Public Input

- b. 2018-165-RZ - 517 - 549 E. Main Street Rezoning
Presenter: Planning Department
[Cover](#)
[Application Updated](#)
[Adjacent Property Letter](#)
[Neighborhood Meeting Materials](#)
[Newspaper Ad](#)
[Staff Report Revised](#)
[Map Revised](#)
[Planning Board Recommendation](#)
[Consistency Statement](#)
[Ordinance](#)
[Motion Form](#)

POTENTIAL ACTION: Adoption of Ordinance #2018-11-02

7. OLD BUSINESS

8. NEW BUSINESS

- a. Riverwood and Lionsgate Lighting Agreements
Presenter: Tim Simpson, Public Works Director

[Cover](#)
[Riverwood - Street Lighting Agreement](#)
[Lionsgate - Street Lighting Agreement](#)
[Ordinance](#)

POTENTIAL ACTION: Authorize Execution of Agreements

POTENTIAL ACTION: Adoption of Ordinance #2018-11-03

- b. Stormwater Presentation
Presenter: Rich Cappola, Inspections & Engineering Director
[Cover](#)

POTENTIAL ACTION: Informational Only

- c. 2018-191-SUP - Sunbelt Rentals Special Use Permit Modification
Presenter: Planning Department

[Cover](#)
[Application](#)

POTENTIAL ACTION: Set Public Hearing for December 3, 2018

- d. 2018-192-SP - Sunbelt Rental Site Plan Major Modification
Presenter: Planning Department
[Cover](#)
[Application](#)

POTENTIAL ACTION: Set Public Hearing for December 3, 2018

9. STAFF REPORTS

- a. Town Manager
- b. Town Attorney
- c. Town Clerk
- 2018 Christmas Village & Tree Lighting - November 29, 2018
 - 2018 Advisory Board Appreciation Event - December 4, 2018
 - 2018 Annual Fire Department Award & Christmas Dinner - December 11, 2018
- d. Other Staff
- Food for Fines
Presenter: Joy Garretson, Library Director
 - 2018 Christmas Parade - December 8, 2018
Presenter: Stacy Beard, Public Information Officer

10. OTHER BUSINESS

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

11. ADJOURNMENT



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

MEMORANDUM

To: Kimberly Moffett, Town Clerk

From: Andy Simerman, Construction Project Administrator

Copy: Donnie Adams, Adams and Hodge
Jesse Adams, Fred Smith Company
Paralee Smith, Development Services Coordinator

Date: October 12, 2018

Subject: RWAC – Alpine Valley Phase 6A-3

Please place a final acceptance request for the referenced public sewer, water, storm sewer utilities, and all pertinent easements on the next available agenda.



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

MEMORANDUM

To: Kimberly Moffett, Town Clerk

From: Andy Simerman, Construction Project Administrator

Copy: Jonathan Barnes, Dalton Engineering
Jay Johnson, JSJ Builders
Paralee Smith, Development Services Coordinator

Date: October 25, 2018

Subject: Brookside Subdivision

Please place a final acceptance request for the referenced roadway sections, public sewer, water, storm sewer utilities, and all pertinent easements on the next available agenda.

EXHIBIT "A"

School Resource Officer Guidelines between the Town of _____ and
the Johnston County Board of Education **Town/City**

Philosophy

The School Resource Officer guidelines are designed to promote safety, good student conduct, & relationship building through education, communication, and understanding between school personnel, youth, police, and the community through various programs supported by both the Johnston County Board of Education, the Town of _____ and the
_____ **Town/City** Police Department.
Town/City

Employment

The School Resource Officer will be employed directly by the Town of _____
and under the direct supervision of the Chief of Police for the Town of **Town/City**.
The hours of work and direct supervision shall be assigned by the Chief of Police in **Town/City**
consultation with the Superintendent of the Johnston County Board of Education or his
designee.

Role

School Resource Officers will help to create a peaceful campus environment by:

- Carrying out the responsibilities of a certified law enforcement officer
- Instructing an integrated educational curriculum of criminal justice and other related topics; Explaining the role of police in society
- Acting as an advisor and/or resource to students by furnishing guidance on law-related issues and ethical concepts and by providing individual counseling as needed.

Crime Prevention Effort

In order to maintain a concentrated crime prevention effort, School Resource Officers will:

- Provide students with an opportunity to become acquainted with a police officer in an informal, non-authoritarian setting
- Allow any student who so desires to privately discuss personal questions relative to the law, the school, and the community
- Allow students the opportunity to discuss conditions in the community that they feel affect them
- Provide classroom presentations and discussion periods with students in areas of mutual concern
- Provide for parent/student conferences in a school setting, which may be more comfortable for both the student and parents vs. a conference at the police station
- Provide the opportunity to appropriately divert students from the juvenile justice system and to ensure adequate follow-up
- Provide an opportunity for other police officers to better understand the actions and problems of youth in the community; Encourage school visits by other officers
- Through faculty meetings, in-service training, and on an individual basis, provide teachers, administrators, and other school officials information concerning the law and the juvenile system.

Efforts to Increase Reporting

To increase the reporting of crimes committed against youth and their property, and to increase the reporting of physical and sexual child abuse and/or neglect, School Resource Officers should:

- Provide a convenient and confidential setting where youths may feel at ease in reporting crimes against themselves or their property
- Assist youth in dealing with concerns brought to their attention in cooperation with other helping professionals
- Help educators become aware of reportable crimes against youth; Give presentations or assist educators in giving presentations pertaining to the reporting of these crimes
- Provide appropriate feedback on the disposition of referrals received.

Deterrence

School Resource Officers will engage in activities designed to positively impact the number of crimes committed on or near school property by:

- Providing preventive patrol in order to reduce loitering on school premises or adjacent properties, drug and alcohol use, assaults, and other anti-social behavior
- Providing security for special school functions such as athletic events, school dances, band concerts, and field trips
- Assisting citizens or business owners living or operating in school areas with any difficulties encountered in interacting with students
- Informing merchants serving school-age clientele of ways to prevent vandalism and shoplifting

Police Conduct in the School Setting

Police officers who have contact with schools must be sensitive to school officials' responsibilities. Officers should make a concerted effort to develop and maintain a cooperative atmosphere.

School Resource Officers have a professional responsibility to conduct themselves in a courteous, purposeful, and cooperative manner.

Disagreements will be arbitrated privately between involved police and school staff. Failure to reach a mutually satisfactory course of action should be resolved by referral to appropriate superiors. School staff with concerns regarding the School Resource Officer's conduct should notify the school principal. The school principal should then inform the Investigative Team Commander, Field Operations Commander, or the Chief of Police.

School Resource Officers should not take advantage of the school's "captive audience" for routine police investigations. The school's primary purpose is to educate, and nonessential interviews by police and others may be disruptive.

Unless an emergency exists, School Resource Officers should contact designated school officials and/or parents prior to personally requesting information from students, interviewing students, or taking students into custody.

Extracurricular Student Contact

School Resource Officers are encouraged to intentionally interact with students to enhance understanding, offer additional support, and help redirect negative behaviors. Through concentrated personal contact, youth can be encouraged to avoid at-risk behaviors and activities and learn to succeed in the community.

Each of the following guidelines will be followed when student contact occurs outside the school setting:

- The SRO will inform the Investigative Team Commander in writing of the proposed activity and receive prior authorization.
- The SRO will obtain written permission for the youth to participate from the parents, guardian, or custodian.

- The SRO will use only Town of _____ funds or other regulated funds specifically designated for such activities.

Taking Students into Custody

School Resource Officers will deal with students who are classified as both juveniles and adults. Officers will follow all applicable laws and directives pertaining to the taking of juveniles and adults into custody.

The School Resource Office should be on campus each school day. When a student 16 years of age or older is arrested, the School Resource Office will request the assistance of a patrol officer, who will be responsible for transporting the defendant to the _____ Police Department or the Johnston County Public Safety Complex for processing. The School Resource Officer will complete the Incident Report and the transporting officer will complete all paperwork related to the booking of the student. The School Resource Officer will be expected to appear in the court regarding each case.

Reporting Responsibilities

The School Resource Officer will maintain the following reports:

- Incident Reports
- Annual Executive Summary for the Chief of Police, sent through the Investigative Team Commander; This report is completed within two weeks of the end of each school year.
- Student Counseling Log.

Child Abuse and Neglect

The School Resource Officer may become involved in child abuse and neglect cases as a result of the trust and confidentiality that develops from the officer's placement in the students' environment on a daily basis. In cooperation with school officials, the School Resource Officer

can effectively contribute to the detection and investigation of cases involving child abuse, neglect, and/or exploitation.

When the School Resource Officer becomes aware of an incident of child abuse or neglect, he/she will:

- Complete and Incident Report and forward to the Investigative Team Commander for assignment to a criminal investigator.
- Notify the Child Protective Services Unit of Johnston County Social Services.

The School Resource Officer will serve as a resource for the investigation.

Student Interviews

The School Resource Officer will alert the designated school official prior to contacting a student or staff person for the purpose of interviewing, whenever possible. The following standard should guide the interview process of a student in the school setting:

- All arrangements for a police interview with a student should endeavor to prevent any possible embarrassment and/or stereotyping as a consequence of the police contact.
- The student's rights of confidentiality and privacy must be respected. The student should be interviewed in a setting that ensures privacy. At no time should a student be summoned to the School Resource Officer's office over a public-address system that openly announces why he/she is being called.
- Information regarding the School Resource Officer contact may be shared on a selective basis with responsible school authorities if and when relevant, and when such disclosure does not violate any laws or departmental directives.
- Under normal circumstances, parents should be notified prior to a pending interview with a student regarding his/her involvement in an offense. Parents should always be notified of non-routine contacts with students. This

notification may be by telephone or letter. When serious disclosures arise during an interview, parental contact should be made at the earliest possible opportunity.

- When appropriate due to the circumstances, interviews with students should be conducted with school's staff members present. Under certain circumstances, a summons to the principal's office may be considered an in-custody interview, in which case Miranda rights should be advised.
- If a student is listed as a "witness" or "other" on a report, the parent should be notified as to the possibility of the student being called as a witness.

Staff Interviews

When interviewing school staff members, the School Resource Officer should explain the purpose of the contact. School staff members have the same right as any other citizen to refuse to give information. The School Resource Office should use patience and tact in dealing with school staff members to obtain information and should inform them of the potential use of the information provided. Care should be exercised to avoid violating the basic teacher-student relationship.

Removing a Student from Class

School Resource Officers will coordinate with school officials and follow existing policies if the removal of a student from class becomes necessary.

**STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON**

SCHOOL RESOURCE OFFICER CONTRACT

This Contract is made this the ____ day of _____, 2018 by and between the Johnston County Board of Education (herein after the “Board”), a body politic located in Johnston County, North Carolina, and _____ (herein after the “Town”), a government body located in _____, Johnston County, North Carolina, and in consideration of the mutual promises and covenants contained herein, do hereby contract and agree as follows:

WITNESSETH:

WHEREAS, the Board desired to have the town provide a School Resource Officer at one of the schools owned and operated by the Board, to wit: _____

Name of School

WHEREAS, the Town is willing to provide School Resource Officers for the schools;

WHEREAS, the parties agree that a School Resource Officer Program is designed to promote safety, good student conduct, & relationship building through education, communication, and understanding between school personnel, youth, police, and the community through various programs supported by both the Johnston County Board of Education, the Town of _____ and the _____ Police Department.

Town/City

Town/City

NOW, THEREFORE, in consideration of the promises and covenants of the parties hereto herein contained, and other goods valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Board and the Town do hereby agree as follows:

1. The Town shall provide _____ officer(s) to serve as School Resource Officer for the remainder of the _____ school year.

Number of Officers

Start Year – End Year
2. The officer shall be assigned full-time to the following schools with the middle school being the primary assignment, and will serve designated feeder schools:

Name & Address of Designated Schools _____

3. The parties agree that the School Resource Officer will be responsible for enforcing the law and not be used as an arm of school or parental discipline unless a violation of the Board of Education policy is committed in the presence of the School Resource Officer or a violation of the board policy arises in the course of an investigation of the School Resource Officer. Further, the School Resource Officer should attempt to abide by all board policies concerning students attending school at _____ School.

4. The Board of Education and the Town of _____ have agreed to certain guidelines concerning the School Resource Officer Program at _____ School which are herein incorporated by reference as Exhibit A.

5. The parties agree that the School Resource Officer, employed by the Town of _____ is an independent contractor working directly under the supervision of the Chief of Police of the Town of _____ and the Board of Education assumes

no liability for any act of omission that would ever arise in the School Resource Officer's performance or non-performance of his duties.

6. The Board shall pay the Town a total of \$_____ per year for service
Total For All Services provided pursuant to this agreement. Payments will be made upon receipt of an invoice from the Town. Should the Town be unable to complete the services specified, the Town will refund a pro rate share of this payment based on 180 days per school year or \$_____ per day.
Daily Total

7. The term of this contract shall run for a period of _____ year(s) and shall
Contract Term automatically renew each year unless terminated by either party upon given sixty (60) days proper notice to the other party at the address listed below:

<u>Board Contact</u>	<u>Town Contact</u>
Contact : Name	Contact : Name
Johnston County Board of Education	Town/City : City Manager
Post Office Box 1336	Address :
Smithfield, NC 27577	

8. This contract shall be governed by, and construed in accordance with the Laws of the State of North Carolina.

IN WITNESS WHEREOF the parties hereto have caused this Contract to Executed in their corporate names by duly authorized officers in duplicate originals, one of which is retained by each of the parties, the day and year first written above.

JOHNSTON COUNTY BOARD OF EDUCATION

BY: _____

ATTEST:

_____,
Printed Name of JCBE Executing Officer

Position

BY: _____

_____,
Printed Name of JCBE Attesting Officer

Position

TOWN OF _____
Town/City

BY: _____
_____, _____
Printed Name of Town Executing Officer Position

**STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON**

I, _____, a Notary Public of Johnston County, State
of North Carolina, hereby certify that, _____, personally
appeared before me this day and acknowledged that he/she is the _____ of
the JOHNSTON COUNTY BOARD OF EDUCATION, a North Carolina Governmental Entity,
and that by authority duly given and as an act of the aforesaid Governmental Entity, the
foregoing instrument was signed in its name by _____, its
_____, sealed with its seal, and attested by himself/herself as its Clerk.
Position

Witness my hand and Notary Seal this ____ day of _____, 2018.

Notary Public

My Commission Expires: _____

**STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON**

I, _____, a Notary Public of Johnston County, State
of North Carolina, hereby certify that, _____, personally
appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notary Seal this _____ day of _____, 2018.

Notary Public

My Commission Expires: _____

ANNEXATION PETITION 2018-207-ANX
FSC Ranch, LLC
Parcel: Portion of 16I03027
Owners: FSC Ranch, LLC
Contiguous; 47.09 +/- 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 November 1 , 2018, 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 19th day of November 2018, while in regular session.

Jody L. McLeod
Mayor

ATTEST:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk



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

MEMORANDUM

To: Kimberly Moffett, Town Clerk

From: Chris Rowland, Construction Project Administrator 

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

Date: November 5, 2018

Subject: Bristol at Cobblestone, Phase 2

Please place a final acceptance request for the subject public water, sewer, associated storm drainage utilities, roadway sections, and all pertinent easements on the next available agenda. A final inspection was performed with all noted items corrected. Following acceptance, the Town will assume operational and maintenance duties.



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

November 7, 2018

Ms. Kimberly A. Moffett, CMC
Town Clerk
Town of Clayton
P.O. Box 879
Clayton, North Carolina 27528

Dear Ms. Moffett:

The North Carolina Department of Transportation has reviewed a section of SR 1004 (Main Street) for reducing the speed limit from 35mph to 25mph and concurs with the Town's recent request to lower the speed limit. Enclosed you will find a municipal certificate that the Town will need to complete and submit to us. The original must be mail to our office with no erasures or correction marks on the form.

Your cooperation with this matter will be greatly appreciated. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script, appearing to read "Todd Lewis".

Todd Lewis, PE
Division Incident Management Engineer

CTL/

Enclosures

Cc: Mr. A.H. Brown, PE; Mr. P.H. Daughtry, III, PE

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION 4 TRAFFIC SERVICES
PO BOX 3165
WILSON, NC 27895-3165

Telephone: (252) 237-6164
Fax: (252) 234-6174
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Location:
509 WARD BLVD.
WILSON, NC 27893

**Certification of Municipal Declaration
To Enact Speed Limits and Request for Concurrence**

Concurring State Ordinance Number: 1074434

Division: 4 County: JOHNSTON

Municipality: CLAYTON

Type: Municipal Speed Zones

Road: SR 1004

Car: 25 MPH

Truck: 25 MPH

Description: SR 1004 (Main Street) from 0.103 mile north of US 70 Business to Second Street.

Municipal Certification

I, _____, Clerk of _____, do hereby certify that the municipal governing body, pursuant to the authority granted by G.S. 20-141(f), determined upon the basis of an engineering and traffic investigation and duly declared, on the _____ day of _____, 20____, the speed limits as set forth above on the designated portion of the State Highway System, which shall become effective when the Department of Transportation has passed a concurring ordinance and signs are erected giving notice of the authorized speed limit.

The said municipal declaration is recorded as follows:

Minute Book: _____ Page: _____ Ordinance Number: _____

In witness whereof, I have hereunto set my

hand and the municipal seal this _____ day

of _____, 20_____.

(signature)

(municipal seal)

Department of Transportation Approval

Division: _____ Title: _____ Date: _____

Region: _____ Title: _____ Date: _____

Recognition

35th Anniversary of Election of Council Member Nathaniel L. Sanders Jr.

The Clayton Town Council wishes to take this opportunity to acknowledge and recognize Mr. Nathaniel L. Sanders Jr., on this the 35th anniversary of his election to the Clayton Town Council.

Mr. Sanders, elected to the Clayton Town Council in 1983 and 1987, served a total of eight years and received the highest amount of votes in both elections. He was the first African American to serve on the Clayton Town Council.

Mr. Sanders has lived in Clayton since 1977. He is married to his beautiful wife Velvaline of 43 years! They are the proud parents of two daughters, Natalie and Crystal.

Mr. Sanders retired from the North Carolina Department of Transportation where he worked in the Civil Rights and Business Development Section. During his tenure, he was able to assist many minority-owned businesses.

In 2005, Governor Easley awarded Mr. Sanders with the Order of the Long Leaf Pine for his proven record of extraordinary service to the state of North Carolina. Also included in his list of many honors is being selected as one of the Outstanding Personalities of the South.

Mr. Sanders is an active member of First Missionary Baptist Church and currently serves as an auditor for the Johnston District Missionary Baptist Association.

On behalf of the citizens of Clayton, we thank and honor Nathaniel L. Sanders, Jr. for his love, dedication and service to others.

November 19, 2018

Jody McLeod, Mayor



Town Council Agenda Cover Sheet

Meeting Date

November 19 2018

Agenda Location

Introductions & Special Presentations

Item Title

Introduction 150th Celebration Event Coordinator

Presenter

Stacy Beard, Town of Clayton Public Information Officer
Michelle Bonham, Temporary 150th Celebration Event Coordinator

Summary/Description

On April 12, 1869, the Town of Clayton officially incorporated.

In 1969, the community came together to celebrate in incredible solidarity to mark the 100th anniversary. The men grew beards. Families dressed in pioneer clothing. There were parades, concerts, special tours, three grand balls, class reunions, old-fashioned bargain days with merchants, fireworks, a Miss Centennial coronation, a time capsule burial, an anniversary seal design contest, T-shirts, commemorative coins and an elaborate 90-minute stage production about Clayton's history with a cast of hundreds!

Now, 50 years later, it's time for the community to come together again to celebrate the Town of Clayton's 150th Anniversary! In August, the Town Council passed a resolution to establish a Sesquicentennial Advisory Committee appointed by the Mayor to include 11 community members: Jessica Lloyd, Princess Hester, Ruth Anderson, Laine Horton, Marty Bizzell, Jean Barnes, Gwen Canady, Mike Marvel, Frances Mercer, Stewart McLeod, and Porter Casey. This committee brainstormed ideas, vision and vetted candidates to serve as a temporary event coordinator who would lead planning and community efforts to produce a year-long celebration commencing on April 12, 2019.

Michelle Bonham, a Clayton resident and experienced event planner, has been working with the advisory committee and town staff to cement a theme and brand for celebration, as well as formulate ideas for an April 12-13th kick-off event. Bonham has helped coordinate a variety of corporate and community events and now runs her own event planning firm handling design, logistics, and community outreach and engagement.

They will share the progress of the committee and outline the steps ahead as the community and town work to together to Commemorate, Celebrate and Collaborate in the name of Clayton's past, present and future. Bonham has stressed the urgency of formulating plans as Clayton's 150th birthday party will be here before we know it!

Requested Action

Informational Only

Additional Documents to be Included in Agenda Packet

[Click or tap here to enter text.](#)



Town Council Agenda Cover Sheet

Meeting Date

November 19 2018

Agenda Location

Public Hearings

Item Title

Water & Sewer Rates/Capacity Study Public Hearing

Presenter

The Wooten Company - Charles Davis, Carl Scharfe, Casey Garland

Town of Clayton Staff Tim Simpson, Rich Cappola, Adam Lindsay

Summary/Description

The Town of Clayton continues to plan for the replacement of the Town's wastewater treatment plant, which serves our residential, commercial and industrial customers. The plant is 54 years old and lies in a flood hazard area. Plans to replace the plant date back decades. In the mid-90's, Town leaders purchased land to build a new wastewater treatment plant near the Neuse River. In the mid-2000s, Town leaders began planning for the cost and construction of a new plant, but those plans were shelved when the country hit the Great Recession, the biggest economic downturn since the Great Depression. Unclear on the timeline for economic recovery and growth, Town leaders began to explore intermediary methods of accommodating our sewer needs. We reached agreements to connect and send wastewater flow to the City of Raleigh and Johnston County – and those increased capacities have served Clayton to this day. The City of Raleigh flow agreement, however, is not permanent.

This critical topic is on many municipal and county agendas, as Johnston County, Smithfield and Selma are also in the processes of wastewater capacity and water/sewer rate studies and analyses. On Oct. 22, the Town Council invited the utility consultants to present their study findings, which included slides on water and sewer rates and wastewater capacity. That analysis shows options on how to build and meet the town's wastewater capacity needs and how to pay for it through the water & sewer rates. The baseline recommendation calls for building a new plant within 4 years on that designated piece of land, and to pay for the project by raising sewer fees and rates for most homeowners an average of about \$15 a month starting July 1, 2019. The study also calls for annual 30% sewer rate and 2% water rate increases for the following three years. The Council, recognizing the size of these proposed increases, directed staff to continue exploring options.

The current Wooten & Company study, as well as one the consultants conducted for Clayton in 2005-2006, show a need for more wastewater capacity. Now, the Town Council must examine the options for how to provide capacity for the next 20 years. On Monday, Wooten engineers will be reviewing possible options to meet those capacity needs, to include: expanding the current wastewater treatment plant; building a new plant, building a new plant over time in phases; entering a public-private partnership (P3); or collaborating with regional partners. How each of those options might alter the proposed rate increases is still being calculated, and the Council plans to further discuss those changes at the Dec. 3 Town Council meeting, where this public hearing is expected to be continued.

Requested Action

Hold Public Hearing AND continue Public Hearing to Dec. 3 Town Council Meeting

Additional Documents to be Included in Agenda Packet

Wooten & Company Presentation

Meeting Timeline

Public Hearing to be Continued to the Dec. 3rd Town Council Meeting



Wastewater Capacity Study Additional Information

November 19, 2018

What Questions Remain?

- October 22, 2018 Council Workshop raised some questions
 - What makes up capital cost?
 - What makes up O&M cost?
 - What is present worth cost?
 - Why not expand at Little Creek Water Reclamation Facility (LCWRF)?

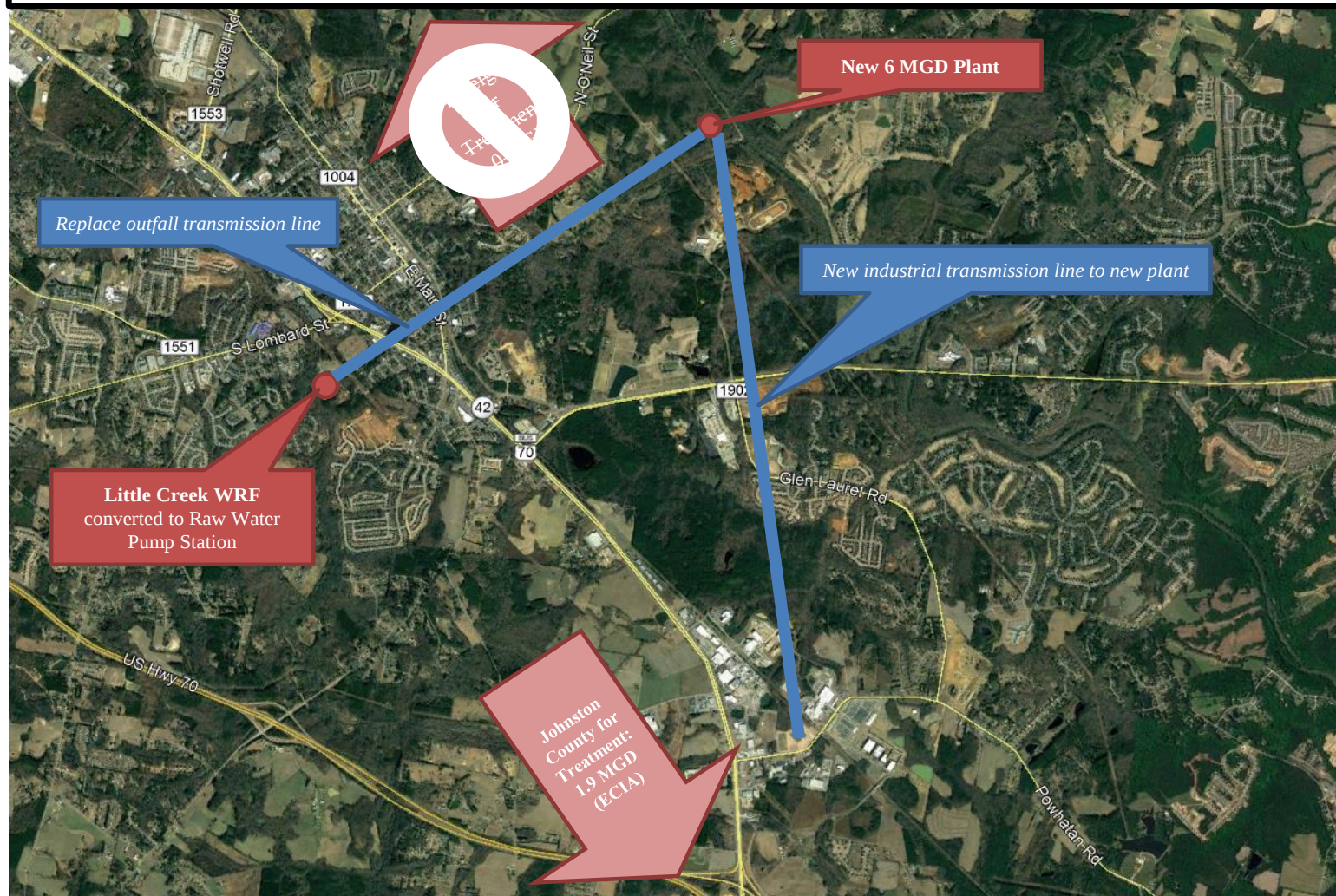
Unpack costs included in category

Option Cost Comparison



Option	Transmission Cost (2018)	Treatment Plant Cost (2018)	<u>Additional Reserve Fee Johnston County</u> (\$20.08 or \$16.04/gal)	<u>Additional Nitrogen Cost Johnston County</u> (\$21.34/lb TN)	Clayton Plant Nitrogen Credit Cost (\$21.34/lb TN)	Capital Cost (2018)	Total Annual O&M Cost	Present Worth O&M Cost	Total Present Worth
A. Treat Domestic, Industrial and Raleigh Flow (6 MGD Plant at Neuse River Site); 1.9 MGD still to JoCo	\$10 M	\$59.6 M	\$11.25 M	\$6.6 M	\$23.4 M	\$110.85 M	\$4.95 M	\$62.36 M	\$173.2 M
B. Treat Domestic, Industrial, and Raleigh Flow (Little Creek WRF to 6 MGD); 1.9 MGD still to JoCo	\$11.43 M	\$57.07 M	\$11.25 M	\$6.6 M	\$23.4 M	\$109.75 M	\$5.55 M	\$70.06 M	\$179.8 M
C. Treat Domestic, Industrial, and Raleigh Flow (7 MGD at Neuse River Site); 1.9 MGD still to JoCo	\$10 M	\$66.5 M	\$11.25 M	\$6.6 M	\$23.4 M	\$117.75 M	\$5.24 M	\$65.96 M	\$183.7 M
D. Treat Domestic and Raleigh Flow (2 Plant Option: 2 MGD Little Creek WRF + 1.5 MGD New)	\$3.26 M	\$39.94 M	\$40.58 M	\$29.6 M	\$0	\$113.38 M	\$7.6 M	\$95.92 M	\$209.3 M
E. Treat Domestic and Raleigh Flow (5 MGD Plant Option)	\$0	\$54.2 M	\$40.58 M	\$29.6 M	\$0	\$124.38 M	\$6.76 M	\$85.12 M	\$209.5 M

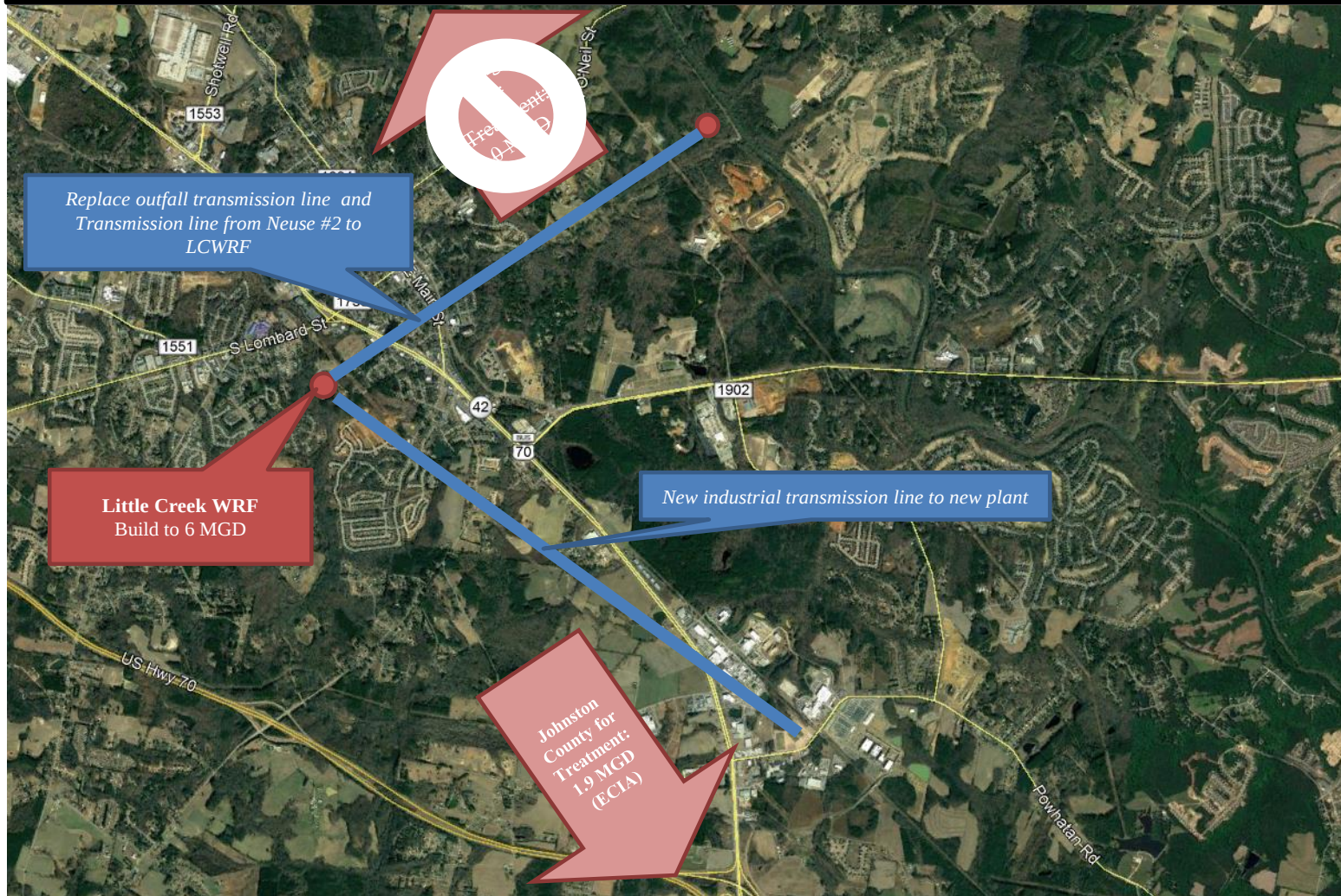
Option A – New 6 MGD Facility at Neuse River, Grifols only to JoCo



Option Cost Comparison

Option	Transmission Cost (2018)	Treatment Plant Cost (2018)	<u>Additional Reserve Fee</u> Johnston County (\$20.08 or \$16.04/gal)	<u>Additional Nitrogen Cost</u> Johnston County (\$21.34/lb TN)	Clayton Plant Nitrogen Credit Cost (\$21.34/lb TN)	Capital Cost (2018)	Total Annual O&M Cost	Present Worth O&M Cost	Total Present Worth
A. Treat Domestic, Industrial and Raleigh Flow (6 MGD Plant at Neuse River Site); 1.9 MGD still to JoCo	\$10 M	\$59.6 M	\$11.25 M	\$6.6 M	\$23.4 M	\$110.85 M	\$4.95 M	\$62.36 M	\$173.2 M
B. Treat Domestic, Industrial, and Raleigh Flow (Little Creek WRF to 6 MGD); 1.9 MGD still to JoCo	\$11.43 M	\$57.07 M	\$11.25 M	\$6.6 M	\$23.4 M	\$109.75 M	\$5.55 M	\$70.06 M	\$179.8 M
C. Treat Domestic, Industrial, and Raleigh Flow (7 MGD at Neuse River Site); 1.9 MGD still to JoCo	\$10 M	\$66.5 M	\$11.25 M	\$6.6 M	\$23.4 M	\$117.75 M	\$5.24 M	\$65.96 M	\$183.7 M
D. Treat Domestic and Raleigh Flow (2 Plant Option: 2 MGD Little Creek WRF + 1.5 MGD New)	\$3.26 M	\$39.94 M	\$40.58 M	\$29.6 M	\$0	\$113.38 M	\$7.6 M	\$95.92 M	\$209.3 M
E. Treat Domestic and Raleigh Flow (5 MGD Plant Option)	\$0	\$54.2 M	\$40.58 M	\$29.6 M	\$0	\$124.38 M	\$6.76 M	\$85.12 M	\$209.5 M

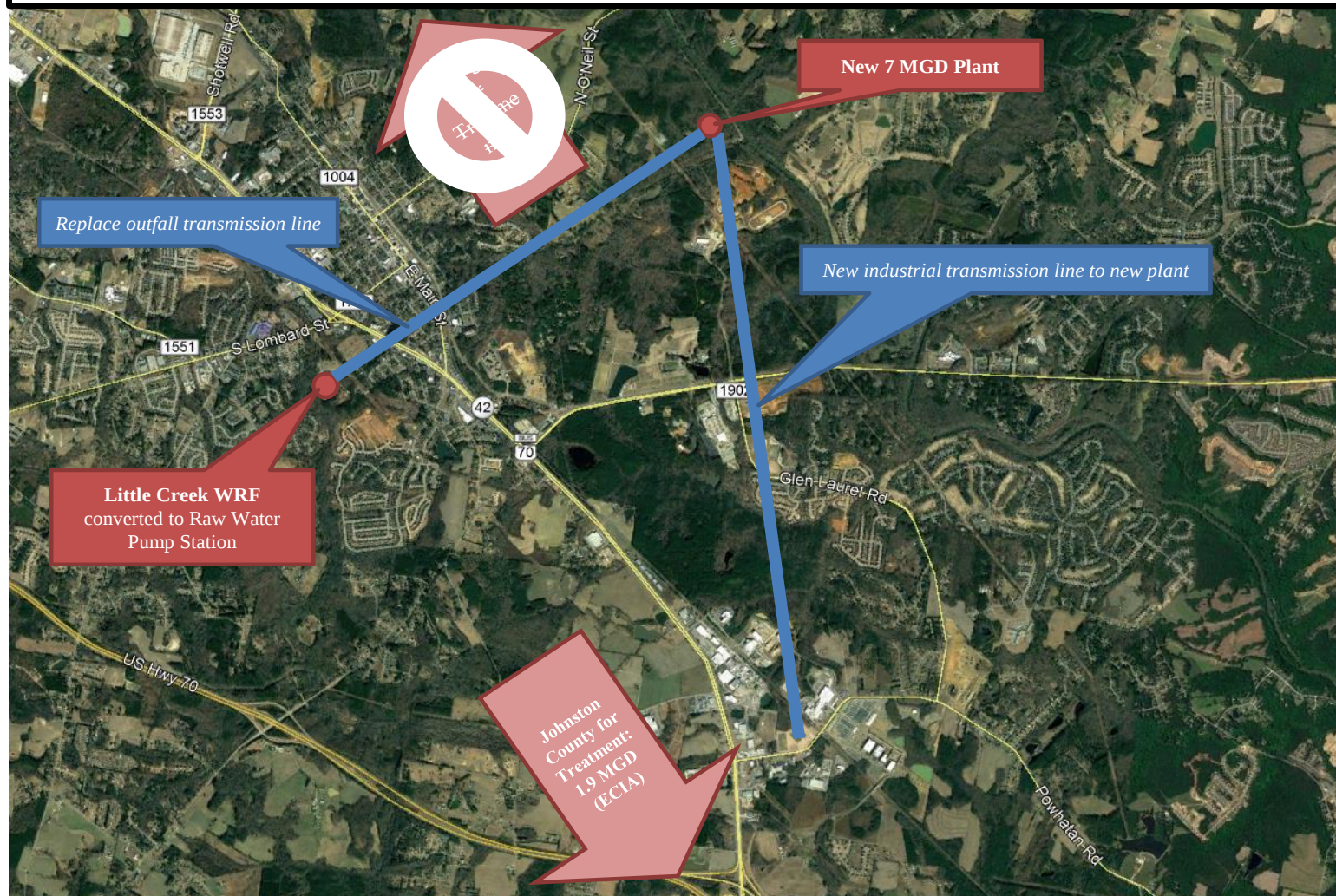
Option B – Build LCWRF to 6 MGD Facility, Grifols only to JoCo



Option Cost Comparison

Option	Transmission Cost (2018)	Treatment Plant Cost (2018)	<u>Additional Reserve Fee</u> Johnston County (\$20.08 or \$16.04/gal)	<u>Additional Nitrogen Cost</u> Johnston County (\$21.34/lb TN)	Clayton Plant Nitrogen Credit Cost (\$21.34/lb TN)	Capital Cost (2018)	Total Annual O&M Cost	Present Worth O&M Cost	Total Present Worth
A. Treat Domestic, Industrial and Raleigh Flow (6 MGD Plant at Neuse River Site); 1.9 MGD still to JoCo	\$10 M	\$59.6 M	\$11.25 M	\$6.6 M	\$23.4 M	\$110.85 M	\$4.95 M	\$62.36 M	\$173.2 M
B. Treat Domestic, Industrial, and Raleigh Flow (Little Creek WRF to 6 MGD); 1.9 MGD still to JoCo	\$11.43 M	\$57.07 M	\$11.25 M	\$6.6 M	\$23.4 M	\$109.75 M	\$5.55 M	\$70.06 M	\$179.8 M
C. Treat Domestic, Industrial, and Raleigh Flow (7 MGD at Neuse River Site); 1.9 MGD still to JoCo	\$10 M	\$66.5 M	\$11.25 M	\$6.6 M	\$23.4 M	\$117.75 M	\$5.24 M	\$65.96 M	\$183.7 M
D. Treat Domestic and Raleigh Flow (2 Plant Option: 2 MGD Little Creek WRF + 1.5 MGD New)	\$3.26 M	\$39.94 M	\$40.58 M	\$29.6 M	\$0	\$113.38 M	\$7.6 M	\$95.92 M	\$209.3 M
E. Treat Domestic and Raleigh Flow (5 MGD Plant Option)	\$0	\$54.2 M	\$40.58 M	\$29.6 M	\$0	\$124.38 M	\$6.76 M	\$85.12 M	\$209.5 M

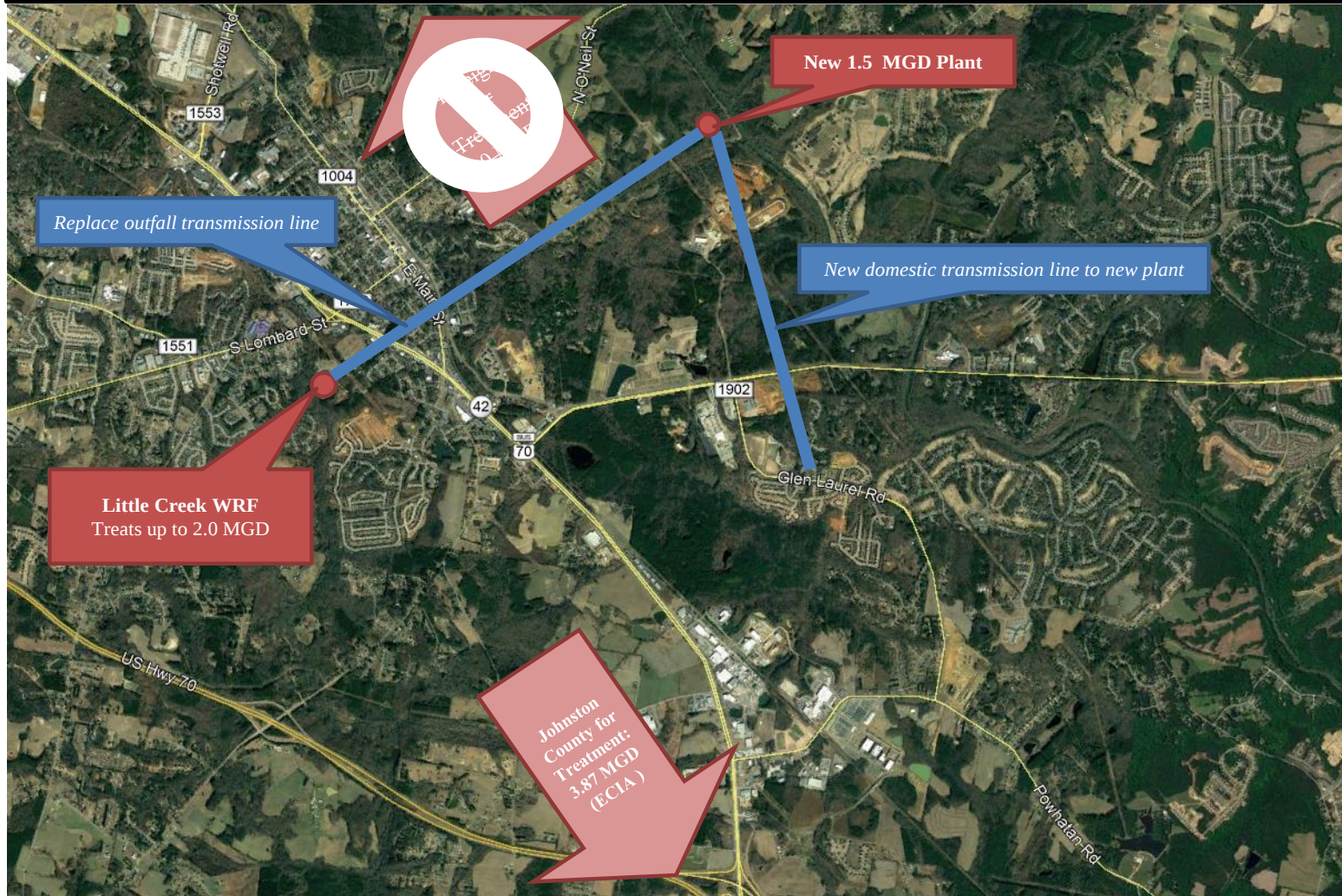
Option C – New 7 MGD Facility at Neuse River, Grifols only to JoCo



Option Cost Comparison

Option	Transmission Cost (2018)	Treatment Plant Cost (2018)	<u>Additional Reserve Fee</u> Johnston County (\$20.08 or \$16.04/gal)	<u>Additional Nitrogen Cost</u> Johnston County (\$21.34/lb TN)	Clayton Plant Nitrogen Credit Cost (\$21.34/lb TN)	Capital Cost (2018)	Total Annual O&M Cost	Present Worth O&M Cost	Total Present Worth
A. Treat Domestic, Industrial and Raleigh Flow (6 MGD Plant at Neuse River Site); 1.9 MGD still to JoCo	\$10 M	\$59.6 M	\$11.25 M	\$6.6 M	\$23.4 M	\$110.85 M	\$4.95 M	\$62.36 M	\$173.2 M
B. Treat Domestic, Industrial, and Raleigh Flow (Little Creek WRF to 6 MGD); 1.9 MGD still to JoCo	\$11.43 M	\$57.07 M	\$11.25 M	\$6.6 M	\$23.4 M	\$109.75 M	\$5.55 M	\$70.06 M	\$179.8 M
C. Treat Domestic, Industrial, and Raleigh Flow (7 MGD at Neuse River Site); 1.9 MGD still to JoCo	\$10 M	\$66.5 M	\$11.25 M	\$6.6 M	\$23.4 M	\$117.75 M	\$5.24 M	\$65.96 M	\$183.7 M
D. Treat Domestic and Raleigh Flow (2 Plant Option: 2 MGD Little Creek WRF + 1.5 MGD New)	\$3.26 M	\$39.94 M	\$40.58 M	\$29.6 M	\$0	\$113.38 M	\$7.6 M	\$95.92 M	\$209.3 M
E. Treat Domestic and Raleigh Flow (5 MGD Plant Option)	\$0	\$54.2 M	\$40.58 M	\$29.6 M	\$0	\$124.38 M	\$6.76 M	\$85.12 M	\$209.5 M

Option D – Little Creek WRF and New 1.5 MGD Facility at Neuse River, Ind. to JoCo



Unpack costs included in category

Option Cost Comparison

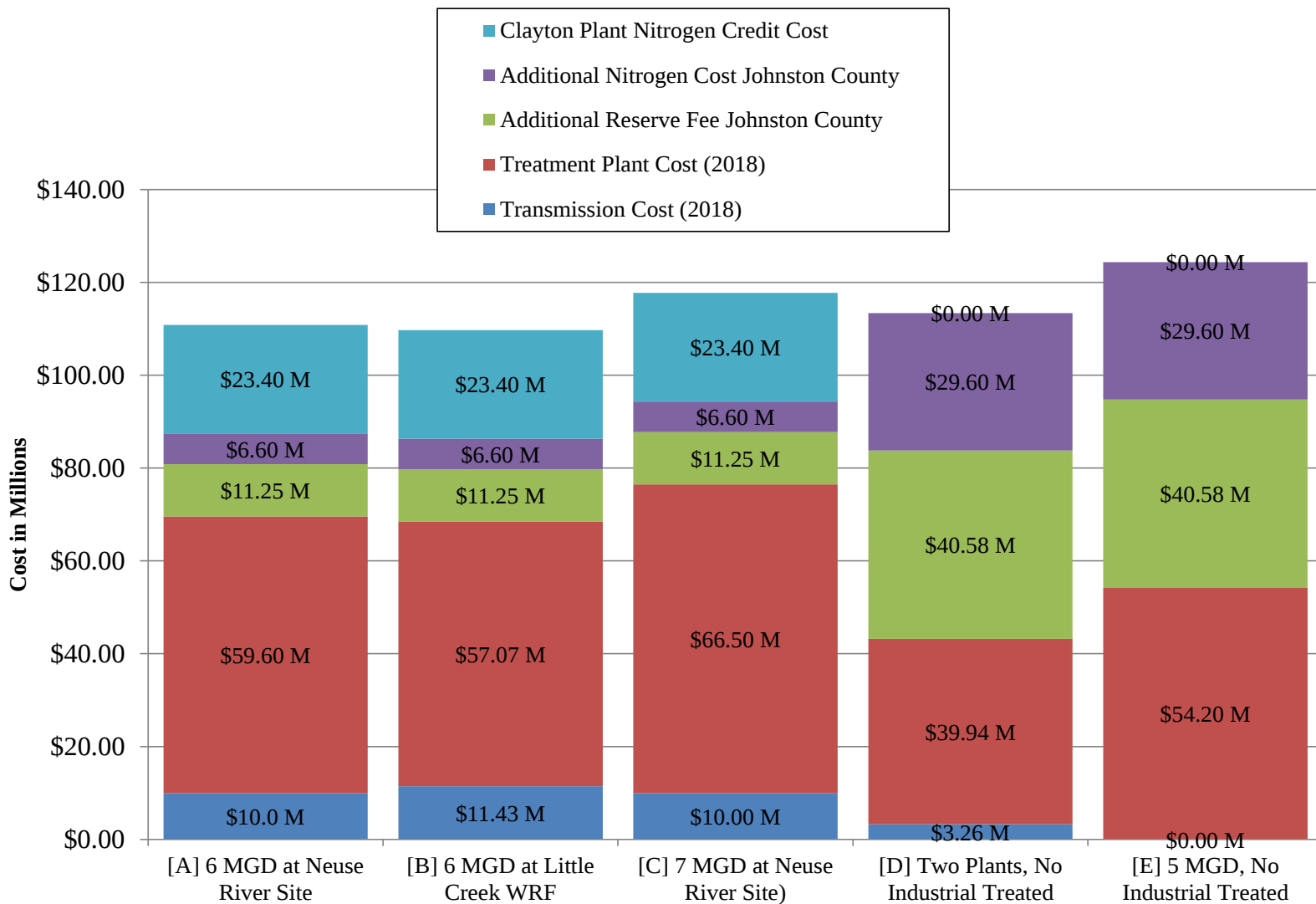


Option	Transmission Cost (2018)	Treatment Plant Cost (2018)	<u>Additional Reserve Fee Johnston County</u> (\$20.08 or \$16.04/gal)	<u>Additional Nitrogen Cost Johnston County</u> (\$21.34/lb TN)	Clayton Plant Nitrogen Credit Cost (\$21.34/lb TN)	Capital Cost (2018)	Total Annual O&M Cost	Present Worth O&M Cost	Total Present Worth
A. Treat Domestic, Industrial and Raleigh Flow (6 MGD Plant at Neuse River Site); 1.9 MGD still to JoCo	\$10 M	\$59.6 M	\$11.25 M	\$6.6 M	\$23.4 M	\$110.85 M	\$4.95 M	\$62.36 M	\$173.2 M
B. Treat Domestic, Industrial, and Raleigh Flow (Little Creek WRF to 6 MGD); 1.9 MGD still to JoCo	\$11.43 M	\$57.07 M	\$11.25 M	\$6.6 M	\$23.4 M	\$109.75 M	\$5.55 M	\$70.06 M	\$179.8 M
C. Treat Domestic, Industrial, and Raleigh Flow (7 MGD at Neuse River Site); 1.9 MGD still to JoCo	\$10 M	\$66.5 M	\$11.245 M	\$6.6 M	\$23.4 M	\$117.75 M	\$5.24 M	\$65.96 M	\$183.7 M
D. Treat Domestic and Raleigh Flow (2 Plant Option: 2 MGD Little Creek WRF + 1.5 MGD New)	\$3.26 M	\$39.94 M	\$40.58 M	\$29.6 M	\$0	\$113.38 M	\$7.6 M	\$95.92 M	\$209.3 M
E. Treat Domestic and Raleigh Flow (5 MGD Plant Option)	\$0	\$54.2 M	\$40.58 M	\$29.6 M	\$0	\$124.38 M	\$6.76 M	\$85.12 M	\$209.5 M

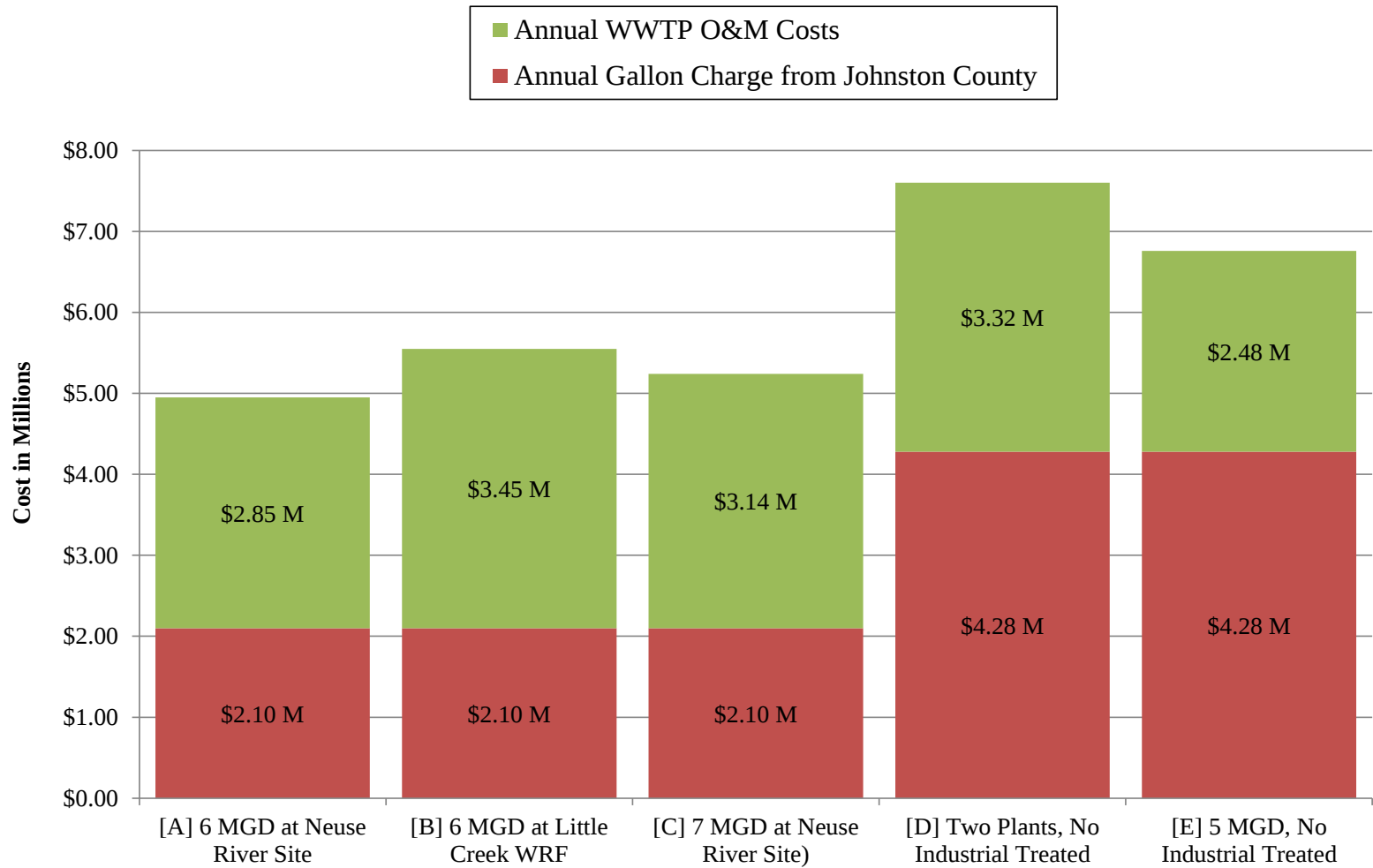
Option E – New 5 MGD Facility at Neuse River, Ind. to JoCo



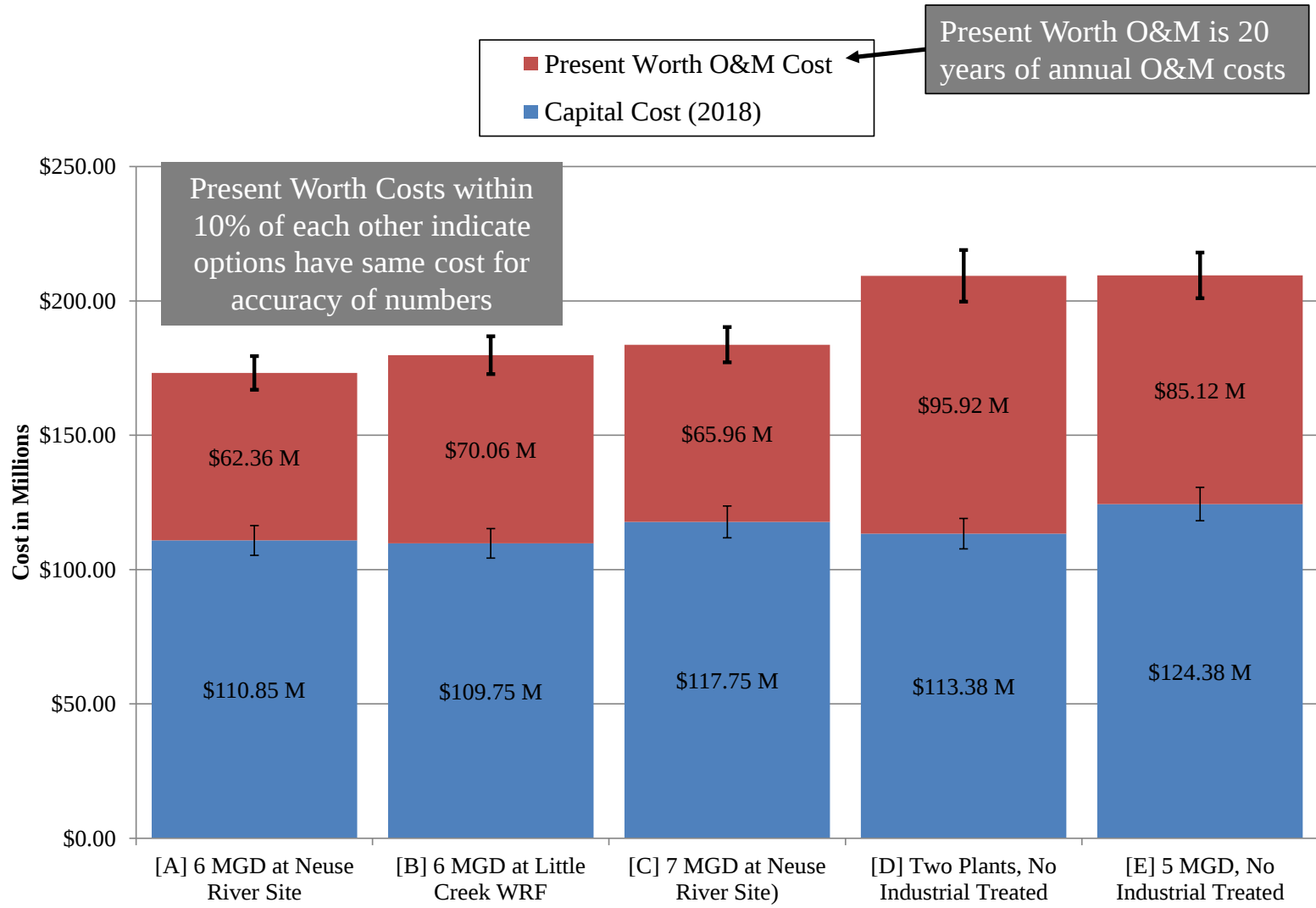
Estimated Capital Costs



Estimated Annual Operation and Maintenance Costs



Total Present Worth



Option Cost Comparison											
Option	Transmission Cost (2018)	Treatment Plant Cost (2018)	Additional Reserve Fee Johnston County (\$20.08 or \$16.04/gal)	Additional Nitrogen Cost Johnston County (\$21.34/lb TN)	Clayton Plant Nitrogen Credit Cost (\$21.34/lb TN)	Capital Cost (2018)	Annual Gallon Charge from Johnston County	Annual WWTP O&M Costs	Total Annual O&M Cost	Present Worth O&M Cost	Total Present Worth
A. Treat Domestic, Industrial and Raleigh Flow (6 MGD Plant at Neuse River Site); 1.9 MGD still to JoCo	\$10 M	\$59.6 M	\$11.25 M	\$6.6 M	\$23.4 M	\$110.85 M	\$2.1 M	\$2.85 M	\$4.95 M	\$62.36 M	\$173.2 M
B. Treat Domestic, Industrial, and Raleigh Flow (Little Creek WRF to 6 MGD); 1.9 MGD still to JoCo	\$11.43 M	\$57.07 M	\$11.25 M	\$6.6 M	\$23.4 M	\$109.75 M	\$2.1 M	\$3.45 M	\$5.55 M	\$70.06 M	\$179.8 M
C. Treat Domestic, Industrial, and Raleigh Flow (7 MGD at Neuse River Site); 1.9 MGD still to JoCo	\$10 M	\$66.5 M	\$11.25 M	\$6.6 M	\$23.4 M	\$117.75 M	\$2.1 M	\$3.14 M	\$5.24 M	\$65.96 M	\$183.7 M
D. Treat Domestic and Raleigh Flow (2 Plant Option: 2 MGD Little Creek WRF + 1.5 MGD New)	\$3.26 M	\$39.94 M	\$40.58 M	\$29.6 M	\$0	\$113.38 M	\$4.28 M	\$3.32 M	\$7.6 M	\$95.92 M	\$209.3 M
E. Treat Domestic and Raleigh Flow (5 MGD Plant Option)	\$0	\$54.2 M	\$40.58 M	\$29.6 M	\$0	\$124.38 M	\$4.28 M	\$2.48 M	\$6.76 M	\$85.12 M	\$209.5 M

Town of Clayton

Wastewater Flow Projections through 2037

2016 The Wooten Company Projections

Max Month Average Day Flow Projections (MGD)

Non-ECIA (MGD)	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
Center North #1	0.06	0.06	0.06	0.06	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.08	0.08	0.08	0.08	0.08	0.08	0.09	0.09	0.09	0.09	0.09
Growth Factor		2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Center North #2	0.08	0.08	0.08	0.08	0.09	0.09	0.09	0.09	0.09	0.09	0.10	0.10	0.10	0.10	0.10	0.11	0.11	0.11	0.11	0.12	0.12	0.12
Growth Factor		2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Glen Laurel	0.26	0.27	0.27	0.28	0.28	0.29	0.29	0.30	0.30	0.31	0.32	0.32	0.33	0.34	0.34	0.35	0.36	0.36	0.37	0.38	0.39	0.39
Growth Factor		2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
North	0.03	0.04	0.04	0.04	0.05	0.05	0.06	0.06	0.07	0.07	0.08	0.09	0.09	0.10	0.11	0.12	0.13	0.14	0.16	0.17	0.19	0.20
Growth Factor		9%	9%	9%	9%	9%	9%	9%	9%	9%	9%	9%	9%	9%	9%	9%	9%	9%	9%	9%	9%	9%
Pritchard Road #1	0.17	0.18	0.19	0.19	0.19	0.20	0.20	0.21	0.21	0.22	0.22	0.22	0.23	0.23	0.24	0.24	0.25	0.25	0.26	0.26	0.27	0.27
Growth Factor		4.5%	4.5%	2.0%	2.0%	2.0%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Pritchard Road #2	0.03	0.04	0.04	0.05	0.06	0.07	0.08	0.09	0.10	0.11	0.13	0.15	0.17	0.20	0.22	0.26	0.29	0.34	0.38	0.44	0.44	0.44
Growth Factor		14.5%	14.5%	14.5%	14.5%	14.5%	14.5%	14.5%	14.5%	14.5%	14.5%	14.5%	14.5%	14.5%	14.5%	14.5%	14.5%	14.5%	14.5%	0%	0%	0%
South	1.21	1.24	1.27	1.28	1.28	1.29	1.30	1.30	1.31	1.32	1.32	1.33	1.34	1.34	1.35	1.36	1.36	1.37	1.38	1.38	1.39	1.40
Growth Factor		2.5%	2.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%
Total (non-ECIA)	1.85	1.90	1.96	1.99	2.02	2.05	2.08	2.12	2.15	2.19	2.24	2.28	2.34	2.39	2.45	2.51	2.58	2.66	2.75	2.84	2.88	2.92

Town Service Area (ECIA)

East Clayton	0.28	0.29	0.29	0.30	0.31	0.31	0.32	0.32	0.33	0.33	0.34	0.34	0.35	0.35	0.36	0.37	0.37	0.38	0.39	0.39	0.4	0.41
Grifols	0.77	0.87	0.93	0.96	0.98	1.01	1.08	1.14	1.90	1.90	1.90	1.90	1.90	1.90	1.90	1.90	1.90	1.90	1.90	1.90	1.90	1.90
Novo DAPI Process WW (new)	-	-	-	0.17	0.17	0.17	0.17	0.17	0.17	0.8	0.8	0.8	0.8	0.8	0.8	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Novo DAPI CUB (new)																						
Novo DAPI Sanitary WW (new)	0.004	0.032	0.1	0.18	0.19	0.19	0.19	0.19	0.19	0.19	0.19	0.19	0.19	0.19	0.19	0.19	0.19	0.19	0.19	0.19	0.19	0.19
Future Non-Residential Capacity	-	-	-	-	-	-	0.50	0.50	0.50	0.50	0.50	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Total (ECIA)	1.05	1.19	1.32	1.61	1.65	1.68	2.26	2.32	3.09	3.72	3.73	4.23	4.24	4.24	4.25	4.43	4.43	4.44	4.45	4.45	4.46	4.47
Total (ECIA + non-ECIA)	2.90	3.09	3.28	3.60	3.67	3.73	4.34	4.44	5.24	5.91	5.97	6.51	6.58	6.63	6.70	6.94	7.01	7.10	7.20	7.29	7.34	7.39

Total not Committed to JoCo	2.13	2.22	2.35	2.64	2.69	2.72	3.26	3.30	3.34	4.01	4.07	4.61	4.68	4.73	4.80	5.04	5.11	5.20	5.30	5.39	5.44	5.49
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Option Pros and Cons

Option	Total Present Worth	Available Capacity in Year 20	Pros	Cons
A. Treat Domestic, Industrial and Raleigh Flow (6 MGD Plant at Neuse River Site); 1.9 MGD still to JoCo	\$173.2 M	0.5 MGD	– Space is available for additional plant expansions – Easy to construct, transition flow from LCWRF – Less complex to operate 1 plant – Located in primary growth area	– Some existing debt on Little Creek WRF – Abandon reclaimed water system
B. Treat Domestic, Industrial, and Raleigh Flow (Little Creek WRF to 6 MGD); 1.9 MGD still to JoCo	\$179.8 M	0.5 MGD	– Extends useful life of Little Creek WRF	– No room for future plant expansion – Difficult to construct additional units – Would incur long term debt on old plant – Located away from primary growth areas – Higher flood risk
C. Treat Domestic, Industrial, and Raleigh Flow (7 MGD at Neuse River Site); 1.9 MGD still to JoCo	\$183.7 M	1.5 MGD	– Does not limit population growth – Additional capacity not needed for another 32 year at least – Less complex to operate 1 plant	– Risk of growth not occurring as projected
D. Treat Domestic and Raleigh Flow (2 Plant Option: 2 MGD Little Creek WRF + 1.5 MGD New)	\$209.3 M	0 MGD	– Ability to expand as needed at Neuse River Site	– More complex and costly to operate 2 plants – Higher flood risk
E. Treat Domestic and Raleigh Flow (5 MGD Plant Option)	\$209.5 M	1.5 MGD	– Smaller facility to operate	– More costly

Partnering Options

- Johnston County
 - Currently own 1.34 MGD in Existing Plant
 - Additional allocation
 - Purchase Capacity in Existing Plant to meet some Industrial Needs (0.56 MGD)
 - Required based on current commitments
 - » Cost directly paid by user
 - Additional future capacity will be in JoCo plant as needed
 - Purchase Capacity in NEW JoCo plant to meet ALL industrial Needs (2.57 MGD)
 - Estimated cost to partner exceed estimates to build new ToC facility
 - » Transmission upgrades are main difference

Partnering Options

- City of Raleigh (CORPUD)
 - Currently own 1.00 MGD
 - Staff level support to purchase additional 0.25 MGD
 - Estimated cost ~\$2M
 - Agreement ends 2027 with potential 5-year extension
 - Additional allocation requested
 - CORPUD evaluating 2 MGD total potential
 - Clayton-Raleigh Force Main limit
 - 2032 max agreement
 - Regionalization not currently an option

Partnering Options

- Public-Private Partnership (P3)
 - New or Expanded Facility that is
 - Privately owned and operated
 - Publicly owned and privately operated
 - Privately leased and operated but publically owned
 - Without a formal RFP/RFQ process, cost savings are not verified
 - Assumption is that private can do it cheaper
 - Would need to move quickly to determine validity

Staff Recommends Option A

- Is a cost effective option in long term
- Ability to expand supporting future growth
- Town keeps autonomy
- Can accommodate Raleigh contract expiration
- Less complex to operate one plant
- Can a phased construction spread out costs?
 - Topic of December 3 Meeting

PUBLIC NOTICE

The Clayton Town Council will hold a public hearing on Monday, November 19, 2018, at 6:00 PM at Town Hall, 111 East Second Street, to receive public comment on the proposed amendment to the Comprehensive List of Fees & Charges related to water and sewer rates.

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

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

News & Observer - Clayton

Please advertise on the following date:

November 9 & 16, 2018

Affidavit of publication required.



Town Council Agenda Cover Sheet

Meeting Date

November 19 2018

Agenda Location

Public Hearings

Item Title

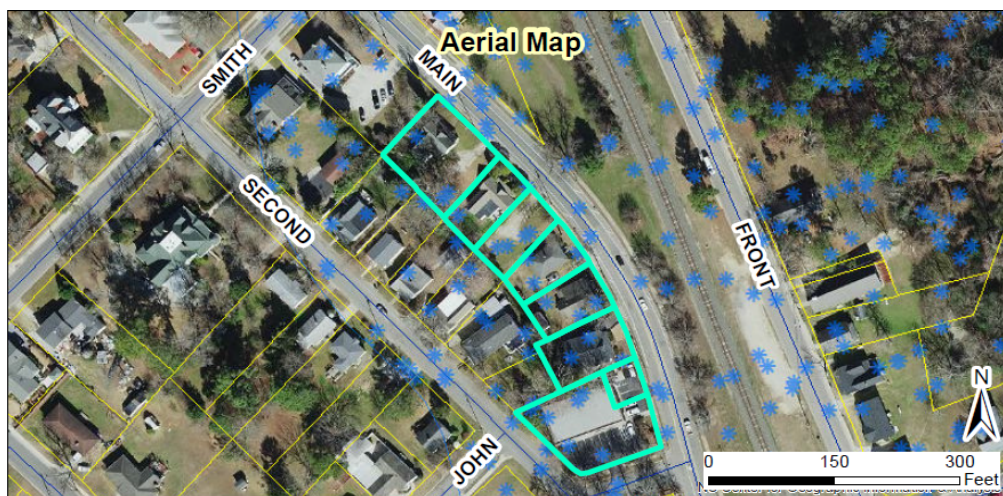
2018-165-RZ 517-549 E Main Street Rezoning

Presenter

Planning Department

Summary/Description

A rezoning request to rezone eight parcels located off Main Street from Office-Institutional (O-I) to Central Business (B-1). Currently, there is a mix of residential and retail uses on the properties. The properties located at 525 and 531 E. Main Street will continue to be used as residential until they are redeveloped in conjunction with the adjacent properties. The properties are adjacent to and bordered by an office to the North, and are generally surrounded by single-family residences in all other directions. The other properties on the same block are zoned O-I and adjacent properties to the east and west are zoned R-6.



Requested Action

Approval/Denial

Additional Documents to be Included in Agenda Packet

Application

Staff Report

Staff Report Map

Neighborhood Meeting Materials

Newspaper Ad- Public Notice

Adjacent Property Letter- Public Notice

Planning Board Motion Sheet

Meeting Timeline

October 22nd- Planning Board

November 5th- Set a Public Hearing (Town Council)

November 19th- Public Hearing



REVISED 9.24.18

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

REZONING APPLICATION

Pursuant to Article 7, Section 155.704 of the Unified Development Code, an owner of land within the jurisdiction of the Town (or a duly authorized agent) may petition the Town Council to amend the Official Zoning Map.

Application Fees: **Standard Rezoning Fee: \$500.00**
Rezoning to Planned Development District Fee: \$1,000.00 + \$5.00 acre
Advertisement Fee: \$100.00
All fees are due when the application is submitted.

Note on Planned Developments: Requests to rezone to a Planned Development District must be accompanied by a Master Plan submittal. Master Plans are approved as Preliminary Subdivision Plats – please submit a concurrent Preliminary Subdivision Plat application and Master Plan.

SITE INFORMATION

Name of Project: 517-549 E. Main Rezoning Acreage of Property: See attached
County Tag Number: see attached gis sheet NC PIN: see attached gis sheet
Address/Location: 517, 533, 539, 545, 549 E. Main Street and 525, 531 E. Main Street
Existing Zoning District: O-I
Proposed Zoning District: B-1

APPLICANT INFORMATION

Applicant: James Lipscomb
Mailing Address: 3407 Barber Mill Raod
Phone Number: (919) 422-4704 Fax: _____
Contact Person: James Lipscomb
Email Address: James@myHTR.com

RECEIVED FOR OFFICE USE ONLY		
Date Received: <u>SEP 26 2018</u>	Amount Paid: _____	File Number: _____
version 1.0 TOWN OF CLAYTON PLANNING DEPARTMENT		

Page 1 of 10

PROPERTY OWNER INFORMATION

Name: Hi-Tiders, LLC

Mailing Address: 713 Fernwood Dr

Phone Number: (919) 422-4704

Fax: _____

Email Address: James@myHTR.com

EXPLANATION OF PROJECT

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

Applicant would like to change the zoning from O-I to B-1.

REQUIRED INFORMATION (to be submitted with the application)

The following items must accompany a Rezoning application.

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: _____	☐	☒			
2. Review Fee (\$500 for standard rezoning OR \$1,000 + \$5.00/acre for Planned Developments) and Advertisement Fee (\$100)	☒				
3. Completed application	☒				
4. Owner's Consent Form <i>Required if applicant is not property owner.</i>	☒	☐			
5. A signed and sealed boundary survey (not more than a year old unless otherwise approved by the Planning Department).	☐				
6. If property to be rezoned is a <u>portion</u> of a parcel: - Property legal description typed (10 pt. font or greater, and also submitted electronically in MS Word format.) - Plat showing property to be rezoned, matching legal description.	☐ ☐	☒ ☒			
7. Adjacent property owners list	☒	☐			
8. Neighborhood meeting notice letter (1 copy) <i>See sample letter and meeting requirements included in this packet</i>	☒				
9. Neighborhood meeting summary form (1 copy) <i>Included in this packet</i>			Must be submitted after neighborhood meeting is held and at least 10 days prior to Planning Board meeting.		
10. Stamped, addressed, empty envelopes with no return address, using the adjacent property owner list (1 set) <i>This for a public notice of the public hearing mailed by the Town – thus, neighbors will receive both a neighborhood meeting letter from the applicant, and a notice of the hearing from the Town.</i>	☒				

APPROVAL CRITERIA

All applications for a Rezoning must address the following findings:

1. Consistency with the adopted plans of the Town.
This project is consistent with the adopted plans for the Town.

2. Suitability of the subject property for uses permitted by the current vs. the proposed district.
Current uses are residential, vacant and retail. The current residential use will be grandfathered
for a short term until re-development is approved. 545 E Main will be office, 539 E Main will be demolished
in Aug 2018. 549 E. Main will remain as retail. 525 & 531 E. Main will continue as
residential rental until the adjacent properties are re-developed.
3. Whether the proposed change tends to improve the balance of uses, or meets specific demand in the Town.
This proposed change will improve the balance of uses and meets the Town's demands.

4. The capacity of adequate public facilities and services including schools, roads, recreation facilities, wastewater treatment, potable water supply and stormwater drainage facilities is available for the proposed use.
This proposed use will not increase capacity of public facilities.

5. It has been determined that the legal purposes for which zoning exists are not violated.
Zoning will not be violated with this proposed project.

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

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

APPLICANT AFFIDAVIT

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

JAMES LIPSCOMB
Print Name

[Signature]
Signature of Applicant

9-24-18
Date



**TOWN OF CLAYTON
Planning Department**

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

OWNER'S CONSENT FORM

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

Project Name: 517-549 E. Main Rezoning **Address or PIN #:** 005009003, 005009004

AGENT/APPLICANT INFORMATION:

James Lipscomb 328 E. Main Street
(Name - type, print clearly) (Address)
Clayton, NC 27520
(City, State, Zip)

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

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

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

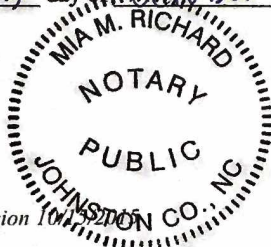
OWNER AUTHORIZATION:

Emory T. Hughes, II 204 Canterbury Road
(Name - type, print clearly) (Address)
Emory T. Hughes, II Clayton, NC 27520
(Owner's Signature) (City, State, Zip)

STATE OF North Carolina
COUNTY OF Johnston

Sworn and subscribed before me Mia M. Richard, a Notary Public for the above State and County, this
the 15 day of October, 2018.

SEAL



Mia M. Richard
Notary Public
My Commission
Expires: 6-21-2021



**TOWN OF CLAYTON
Planning Department**

111 E. Second Street, Clayton, NC 27520

P.O. Box 879, Clayton, NC 27528

Phone: 919-553-5002

OWNER'S CONSENT FORM

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

Project Name: Rezoning Address or PIN #: 05009007 & 05009008

AGENT/APPLICANT INFORMATION:

James Lipscomb
(Name - type, print clearly)

328 E. main St.
(Address)
Clayton, NC 27520
(City, State, Zip)

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

Change from O-I to B-1

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

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

OWNER AUTHORIZATION:

Richard F. & Melody Thorpe
(Name - type, print clearly)

2360 Twin Acres Rd
(Address)

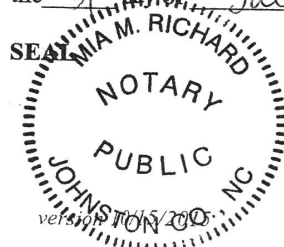
Richard F. Thorpe & Melody Thorpe
(Owner's Signature)

Clayton, NC 27520
(City, State, Zip)

STATE OF North Carolina
COUNTY OF Johnston

Sworn and subscribed before me Mia M. Richard
the 31 day of July, 2018.

a Notary Public for the above State and County, this



Mia M. Richard
Notary Public
My Commission
Expires: 4-21-2021



Town of Clayton
Planning Department
111 E. Second Street, Clayton, NC 27925
P.O. Box 879, Clayton, NC 27925
Phone: 919-553-5002
Fax: 919-553-5003

November 6, 2018

NOTICE

SUBJECT: **Project:** **2018-165-RZ 517-549 E. Main Rezoning**
Address: 517-549 E. Main Street
PIN #: 166917-21-2039, 166917-21-2093, 166917-20-3966, 166917-20-3966,
166917-20-3991, 166917-20-4815, 166917-20-4851, 166917-20-4725
Applicant: James Lipscomb

Dear Clayton Area Property Owner:

Notice is hereby given that the Clayton Town Council will hold a public hearing on **Monday, November 19, 2018 at 6:00 PM** at Town Hall, 111 E Second Street, to consider the above referenced Rezoning application. The applicant is requesting to rezone 1.196 acres from Office-Institutional (O-I) to Central-Business (B-1). The properties are located at 517-549 E. Main Street. Currently, the properties contain existing retail and residential uses. Please see the map on the back of this letter.

Based upon records in the Johnston County Tax Office, you are the owner of property that is within 100 feet of this proposed rezoning request. You are invited to attend this meeting and express your opinions on this request to Council.

If you should need additional assistance or information, please contact the Planning Department at (919) 553-5002 or email at dpowell@townofclaytonnc.org.

Sincerely,

Damiere Powell
Planner

September 24, 2018

Dear Clayton Area Property Owner:

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

Meeting Date: October 9, 2018

Meeting Time: 6:00 pm

Meeting Location: 328 E. Main Street, 2nd floor conference room

Type of Application: Rezoning Application

Project/proposal property address: 517, 525, 531, 533, 539, 545, 549 E. Main Street, Clayton

Description of project/proposal: Applicant is requesting rezoning of existing buildings at 517, 525, 531, 533, 539, 545, 549 E. Main Street from O-I to B-1, Central Business District.

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

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

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

If you have any questions prior to or after this meeting, you may contact us at 919-422-4704. You may also contact the Planning Department at 919-553-5002.

Sincerely,

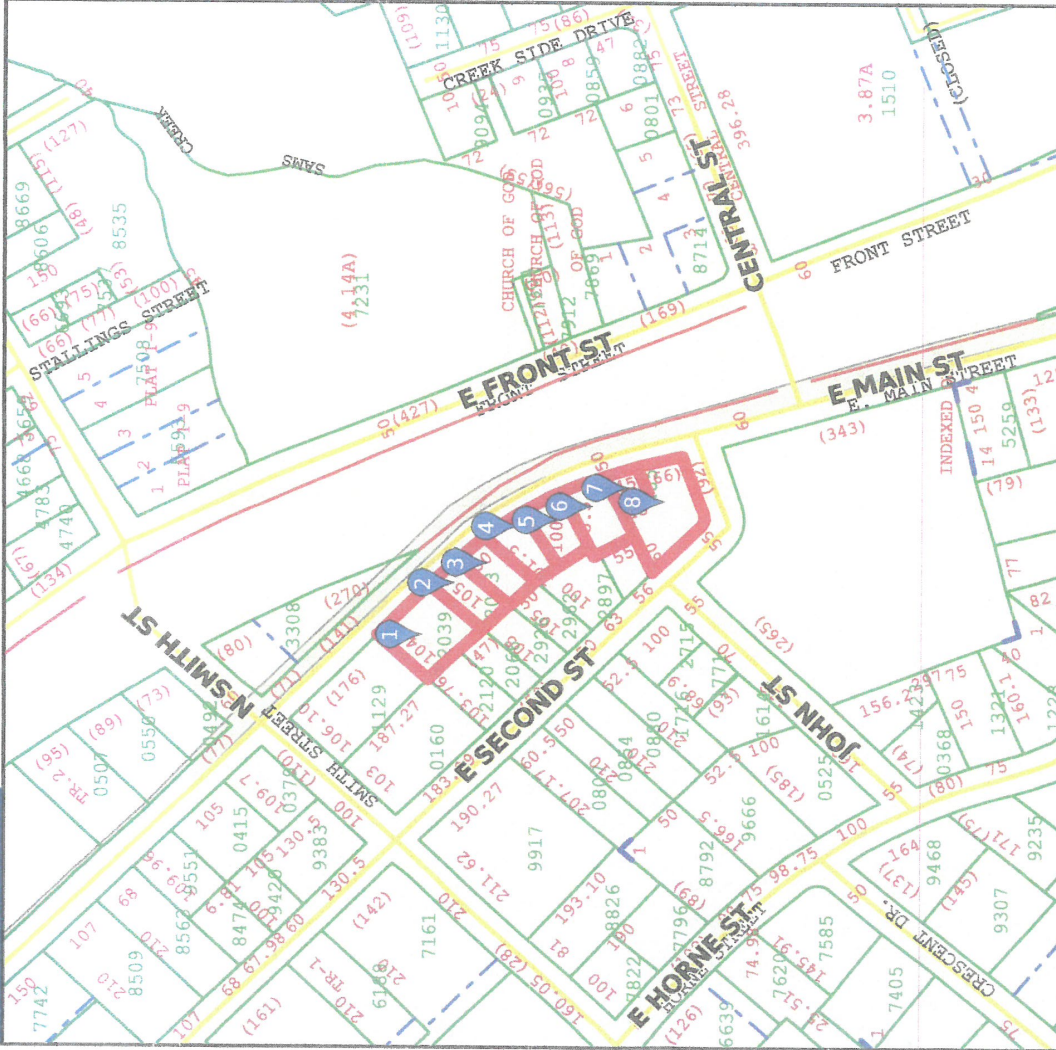
James Lipscomb

Cc: Town of Clayton Planning Dept.



*** DISCLAIMER ***

Johnston County assumes no legal responsibility for the information represented here.



Result 1

id: 05009002
Tag: 05009002
Owner Name 1: HI TIDERS LLC
Owner Name 2:
Mail Address 1: 713 FERNWOOD DR
Mail Address 2:
Mail Address 3: CLAYTON, NC 27520-2107
Book: 04369
Page: 0201

Result 2

id: 05009003
Tag: 05009003
Owner Name 1: HUGHES, EMORY T II
Owner Name 2:
Mail Address 1: 2024 CANTERBURY ROAD
Mail Address 2:
Mail Address 3: CLAYTON, NC 27520-0000
Book: 02915
Page: 0280

Scale: 1:2865 - 1 in. = 238.76 feet

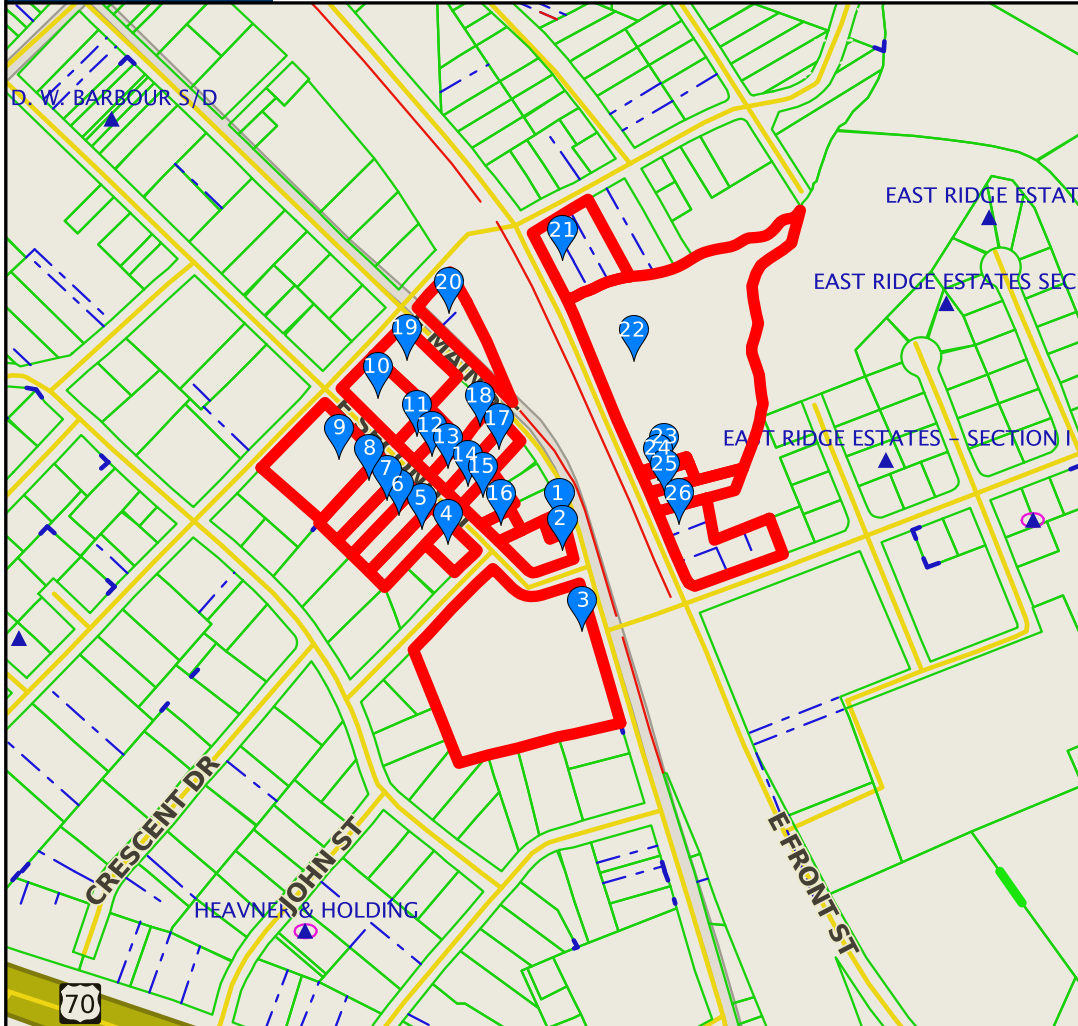
(The scale is only accurate when printed landscape on a 8 1/2 x 11 size sheet with no page scaling.)





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Result 1

id: 05009007
Tag: 05009007
NCPin: 166917-20-4851
Mapsheet No: 166917
Owner Name 1: THORPE, MELODY JOHNSON
Owner Name 2: THORPE, RICHARD F
Mail Address 1: 2360 TWIN ACRES RD
Mail Address 2:
Mail Address 3: CLAYTON, NC 27520-0000
Site Address 1:
Site Address 2:
Book: 03547
Page: 0381
Market Value: 10890
Assessed Acreage: 1
Calc. Acreage: 0.046
Sales Price: 0
Sale Date: 2008-05-19



Scale: 1:4624 - 1 in. = 385.34 feet

(The scale is only accurate when printed landscape on a 8 1/2 x 11 size sheet with no page scaling.)

Johnston County GIS
September 7, 2018



*** DISCLAIMER ***

Johnston County assumes no legal responsibility for the information represented here.

Result 2

id: 05009008
Tag: 05009008
NCPin: 166917-20-4725
Mapsheet No: 166917
Owner Name 1: THORPE, MELODY JOHNSON
Owner Name 2: THORPE, RICHARD F
Mail Address 1: 2360 TWIN ACRES RD
Mail Address 2:
Mail Address 3: CLAYTON, NC 27520-0000
Site Address 1: 549 E MAIN ST
Site Address 2: CLAYTON, NC 27520-
Book: 03447
Page: 0381
Market Value: 252450
Assessed Acreage: 1
Calc. Acreage: 0.277
Sales Price: 0
Sale Date: 2008-05-19

Result 3

id: 05009037
Tag: 05009037
NCPin: 166917-20-3439
Mapsheet No: 166917
Owner Name 1: THOMAS COMPTON, MARY ALICE
Owner Name 2:
Mail Address 1: 613 E MAIN ST
Mail Address 2:
Mail Address 3: CLAYTON, NC 27520-2623
Site Address 1: 613 E MAIN ST
Site Address 2: CLAYTON, NC 27520-
Book: 04609
Page: 0700
Market Value: 676650
Assessed Acreage: 3.25
Calc. Acreage: 3.254
Sales Price: 0
Sale Date: 2015-06-10

Result 4

id: 05009023
Tag: 05009023
NCPin: 166917-20-2715
Mapsheet No: 166917
Owner Name 1: CANADY, JOYCE VINSON LIPSCOMB
Owner Name 2:
Mail Address 1: 315 CRESENT DRIVE
Mail Address 2:
Mail Address 3: CLAYTON, NC 27520-0000
Site Address 1: 204 JOHN ST
Site Address 2: CLAYTON, NC 27520-
Book: 03607
Page: 0342
Market Value: 52170
Assessed Acreage: 0.16
Calc. Acreage: 0.162
Sales Price: 42000
Sale Date: 2008-09-30

Result 5

id: 05009022
Tag: 05009022
NCPin: 166917-20-1716
Mapsheet No: 166917
Owner Name 1: EBERHART, CATHARINE LOUISE
Owner Name 2: MAIERS, ROBERT
Mail Address 1: 521 E 2ND ST
Mail Address 2:
Mail Address 3: CLAYTON, NC 27520-2631
Site Address 1: 527 E SECOND ST
Site Address 2: CLAYTON, NC 27520-
Book: 05077
Page: 0847
Market Value: 18200
Assessed Acreage: 0.25
Calc. Acreage: 0.247
Sales Price: 0
Sale Date: 2017-12-21



*** DISCLAIMER ***

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Result 6

id: 05009021
Tag: 05009021
NCPin: 166917-20-0880
Mapsheets No: 166917
Owner Name 1: MAIERS, ROBERT D
Owner Name 2: EBERHART, CATHARINE L
Mail Address 1: 521 E 2ND ST
Mail Address 2:
Mail Address 3: CLAYTON, NC 27520-2631
Site Address 1: 525 E SECOND ST
Site Address 2: CLAYTON, NC 27520-
Book: 04312
Page: 0425
Market Value: 42620
Assessed Acreage: 1
Calc. Acreage: 0.273
Sales Price: 54000
Sale Date: 2013-06-21

Result 7

id: 05009020
Tag: 05009020
NCPin: 166917-20-0854
Mapsheets No: 166917
Owner Name 1: EBERHART, CATHARINE LOUSIE
Owner Name 2:
Mail Address 1: 521 E SECOND ST
Mail Address 2:
Mail Address 3: CLAYTON, NC 27520-0000
Site Address 1: 521 E SECOND ST
Site Address 2: CLAYTON, NC 27520-
Book: 02848
Page: 0197
Market Value: 52710
Assessed Acreage: 1
Calc. Acreage: 0.225
Sales Price: 66500
Sale Date: 2005-02-23

Result 8

id: 05009019
Tag: 05009019
NCPin: 166917-20-0807
Mapsheets No: 166917
Owner Name 1: EBERHART, CATHARINE L
Owner Name 2: MAIERS, ROBERT
Mail Address 1: 521 E 2ND ST
Mail Address 2:
Mail Address 3: CLAYTON, NC 27520-2631
Site Address 1: 519 E SECOND ST
Site Address 2: CLAYTON, NC 27520-
Book: 04599
Page: 0033
Market Value: 57430
Assessed Acreage: 0.28
Calc. Acreage: 0.297
Sales Price: 0
Sale Date: 2015-05-20

Result 9

id: 05009015
Tag: 05009015
NCPin: 166917-10-9917
Mapsheets No: 166917
Owner Name 1: GRANNIS, R MICHAEL
Owner Name 2: GRANNIS, ELIZABETH E
Mail Address 1: 507 E SECOND STREET
Mail Address 2:
Mail Address 3: CLAYTON, NC 27520-0000
Site Address 1: 507 E SECOND ST
Site Address 2: CLAYTON, NC 27520-
Book: 02389
Page: 0936
Market Value: 386040
Assessed Acreage: 0.92
Calc. Acreage: 0.867
Sales Price: 340000
Sale Date: 2003-02-24



*** DISCLAIMER ***

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Result 10

id: 05009014
Tag: 05009014
NCPin: 166917-21-0160
Mapsheets No: 166917
Owner Name 1: COBLE, THOMAS
Owner Name 2:
Mail Address 1: 502 E 2ND ST
Mail Address 2:
Mail Address 3: CLAYTON, NC 27520-2632
Site Address 1: 502 E SECOND ST
Site Address 2: CLAYTON, NC 27520-
Book: 05038
Page: 0558
Market Value: 196450
Assessed Acreage: 0.44
Calc. Acreage: 0.454
Sales Price: 205000
Sale Date: 2017-10-06

Result 11

id: 05009013A
Tag: 05009013A
NCPin: 166917-21-2120
Mapsheets No: 166917
Owner Name 1: HARMON, DUNCAN
Owner Name 2: HARMON, LORI N.
Mail Address 1: 516 E 2ND ST
Mail Address 2:
Mail Address 3: CLAYTON, NC 27520-2632
Site Address 1: 516 E SECOND ST
Site Address 2: CLAYTON, NC 27520-
Book: 04880
Page: 0206
Market Value: 85840
Assessed Acreage: 1
Calc. Acreage: 0.16
Sales Price: 0
Sale Date: 2016-12-14

Result 12

id: 05009013
Tag: 05009013
NCPin: 166917-21-2066
Mapsheets No: 166917
Owner Name 1: LEE, GEORGE R
Owner Name 2: LEE, CATHY B
Mail Address 1: 2241 SHOTWELL RD
Mail Address 2:
Mail Address 3: CLAYTON, NC 27520-8224
Site Address 1: 520 E SECOND ST
Site Address 2: CLAYTON, NC 27520-
Book: 01431
Page: 0540
Market Value: 51720
Assessed Acreage: 1
Calc. Acreage: 0.12
Sales Price: 27000
Sale Date: 1995-03-09

Result 13

id: 05009012
Tag: 05009012
NCPin: 166917-20-2926
Mapsheets No: 166917
Owner Name 1: SHELL, DORA M
Owner Name 2:
Mail Address 1: 524 E SECOND STREET
Mail Address 2:
Mail Address 3: CLAYTON, NC 27520-0000
Site Address 1: 524 E SECOND ST
Site Address 2: CLAYTON, NC 27520-
Book: 03028
Page: 0382
Market Value: 64980
Assessed Acreage: 1
Calc. Acreage: 0.131
Sales Price: 66000
Sale Date: 2005-12-05



*** DISCLAIMER ***

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Result 14

id: 05009011
Tag: 05009011
NCPin: 166917-20-2962
Mapsheets No: 166917
Owner Name 1: BUNN, TONY
Owner Name 2: BUNN, GARY
Mail Address 1: 1025 RIDGE DR
Mail Address 2:
Mail Address 3: CLAYTON, NC 27520-0000
Site Address 1: 528 E SECOND ST
Site Address 2: CLAYTON, NC 27520-
Book: 02088
Page: 0033
Market Value: 58090
Assessed Acreage: 1
Calc. Acreage: 0.122
Sales Price: 50000
Sale Date: 2001-07-18

Result 15

id: 05009010
Tag: 05009010
NCPin: 166917-20-2897
Mapsheets No: 166917
Owner Name 1: PRYSE, TERESA
Owner Name 2: HILL, RHONDA
Mail Address 1: 534 E 2ND ST
Mail Address 2:
Mail Address 3: CLAYTON, NC 27520-2632
Site Address 1: 534 E SECOND ST
Site Address 2: CLAYTON, NC 27520-
Book: 04745
Page: 0651
Market Value: 94250
Assessed Acreage: 1
Calc. Acreage: 0.181
Sales Price: 0
Sale Date: 2016-04-11

Result 16

id: 05009009
Tag: 05009009
NCPin: 166917-20-3831
Mapsheets No: 166917
Owner Name 1: PRYSE, TERESA
Owner Name 2: HILL, RHONDA
Mail Address 1: 534 E 2ND ST
Mail Address 2:
Mail Address 3: CLAYTON, NC 27520-2632
Site Address 1:
Site Address 2:
Book: 04745
Page: 0651
Market Value: 15400
Assessed Acreage: 1
Calc. Acreage: 0.086
Sales Price: 0
Sale Date: 2016-04-11

Result 17

id: 05009004
Tag: 05009004
NCPin: 166917-20-3939
Mapsheets No: 166917
Owner Name 1: HUGHES, EMORY T II
Owner Name 2:
Mail Address 1: 2024 CANTERBURY ROAD
Mail Address 2:
Mail Address 3: CLAYTON, NC 27520-0000
Site Address 1: 531 E MAIN ST
Site Address 2: CLAYTON, NC 27520-
Book: 02915
Page: 0280
Market Value: 25500
Assessed Acreage: 1
Calc. Acreage: 0.116
Sales Price: 0
Sale Date: 2005-06-10



*** DISCLAIMER ***

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Result 18

id: 05009003
Tag: 05009003
NCPin: 166917-21-2093
Mapsheets No: 166917
Owner Name 1: HUGHES, EMORY T II
Owner Name 2:
Mail Address 1: 2024 CANTERBURY ROAD
Mail Address 2:
Mail Address 3: CLAYTON, NC 27520-0000
Site Address 1: 525 E MAIN ST
Site Address 2: CLAYTON, NC 27520-
Book: 02915
Page: 0280
Market Value: 84590
Assessed Acreage: 1
Calc. Acreage: 0.121
Sales Price: 0
Sale Date: 2005-06-10

Result 19

id: 05009001
Tag: 05009001
NCPin: 166917-21-1129
Mapsheets No: 166917
Owner Name 1: HOWARD, EMORY F
Owner Name 2: HOWARD, JOSEPHINE G
Mail Address 1: 205 HOLLY CIRCLE
Mail Address 2:
Mail Address 3: CLAYTON, NC 27527-0000
Site Address 1: 505 E MAIN ST
Site Address 2: CLAYTON, NC 27520-
Book: 03675
Page: 0398
Market Value: 293350
Assessed Acreage: 1
Calc. Acreage: 0.401
Sales Price: 310000
Sale Date: 2009-03-25

Result 20

id: 05037016
Tag: 05037016
NCPin: 166917-21-3308
Mapsheets No: 166917
Owner Name 1: LITTMANN, RANDALL W
Owner Name 2: LITTMANN, LINDA H
Mail Address 1: 407 STONEBROOK DR
Mail Address 2:
Mail Address 3: CLAYTON, NC 27520-0000
Site Address 1: 508 E MAIN ST
Site Address 2: CLAYTON, NC 27520-
Book: 03057
Page: 0593
Market Value: 118100
Assessed Acreage: 0.43
Calc. Acreage: 0.432
Sales Price: 0
Sale Date: 2006-01-30

Result 21

id: 05037013Q
Tag: 05037013Q
NCPin: 166918-21-5593
Mapsheets No: 166918
Owner Name 1: LYNCH, SHIRLEY A
Owner Name 2:
Mail Address 1: 112 YOUNGWOOD RD APT A
Mail Address 2:
Mail Address 3: FUQUAY VARINA, NC
27526-6612
Site Address 1: 201 N SMITH ST
Site Address 2: CLAYTON, NC 27520-
Book: 05161
Page: 0194
Market Value: 0
Assessed Acreage: 0.66
Calc. Acreage: 0.66
Sales Price: 0
Sale Date: 2018-06-05



*** DISCLAIMER ***

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Result 22

id: 05037013
Tag: 05037013
NCPin: 166918-21-7231
Mapsheets No: 166918
Owner Name 1: DALTON FAMILY INVESTMENTS LLC
Owner Name 2:
Mail Address 1: 400 LEE RD
Mail Address 2:
Mail Address 3: CLAYTON, NC 27520-7190
Site Address 1:
Site Address 2:
Book: 04458
Page: 0311
Market Value: 132680
Assessed Acreage: 4.11
Calc. Acreage: 4.114
Sales Price: 37500
Sale Date: 2014-06-09

Result 24

id: 05037017
Tag: 05037017
NCPin: 166918-20-7912
Mapsheets No: 166918
Owner Name 1: CLAYTON CHURCH OF GOD
Owner Name 2:
Mail Address 1: 621 E HORNE ST
Mail Address 2:
Mail Address 3: CLAYTON, NC 27520-2532
Site Address 1:
Site Address 2:
Book: 00501
Page: 0072
Market Value: 215450
Assessed Acreage: 0.11
Calc. Acreage: 0.109
Sales Price: 0
Sale Date: 1951-01-01

Result 23

id: 05037017A
Tag: 05037017A
NCPin: 166918-20-7904
Mapsheets No: 166918
Owner Name 1: CLAYTON CHURCH OF GOD
Owner Name 2:
Mail Address 1: 621 E HORNE ST
Mail Address 2:
Mail Address 3: CLAYTON, NC 27520-2532
Site Address 1:
Site Address 2:
Book: 00803
Page: 0694
Market Value: 1130
Assessed Acreage: 0.03
Calc. Acreage: 0.033
Sales Price: 0
Sale Date: 1976-01-01

Result 25

id: 05037014
Tag: 05037014
NCPin: 166918-20-7869
Mapsheets No: 166918
Owner Name 1: CLAYTON CHURCH OF GOD
Owner Name 2:
Mail Address 1: 621 E HORNE ST
Mail Address 2:
Mail Address 3: CLAYTON, NC 27520-2532
Site Address 1:
Site Address 2:
Book: 00803
Page: 0694
Market Value: 44920
Assessed Acreage: 0.22
Calc. Acreage: 0.224
Sales Price: 0
Sale Date: 1976-01-01



***** DISCLAIMER *****

Johnston County assumes no legal responsibility for the information represented here.

Result 26

id: 05037008
Tag: 05037008
NCPin: 166918-20-8714
Mapsheet No: 166918
Owner Name 1: ABR PROJECTS, LLC
Owner Name 2:
Mail Address 1: 219 NORWICH DR
Mail Address 2:
Mail Address 3: CLAYTON, NC 27520-2193
Site Address 1:
Site Address 2:
Book: 04748
Page: 0393
Market Value: 244800
Assessed Acreage: 0.74
Calc. Acreage: 0.718
Sales Price: 152500
Sale Date: 2016-04-15

NEIGHBORHOOD MEETING SUMMARY FORM

FILL OUT THE FOLLOWING:

Application: 517-549 Marin St Rezoning

Date of Mailing: 9-26-18

I hereby attest that letters were mailed to the addresses listed on the Adjacent Property Owners List (attached) ten days prior to the Neighborhood Meeting:

Printed Name: Paul Parker Signature: [Signature]

Date of Meeting: 10-9-18 Time of Meeting: 1800

Location of Meeting: 328 E Marin St Conference Room

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

- Mr Littman attended the previous meeting and was aware of our intentions.
- New discussion was that Tommy Hughes had allowed his property to be included in the application process.
- No opposition was given.

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

NEIGHBORHOOD MEETING ATTENDANCE ROSTER

Project: 517-549 E. Main Rezoning

Application: Rezoning

Location/Date: 328E Main Street Clayton NC 10/09/2018

	NAME	ADDRESS
1	Wayne Littmann	407 Stonebrook Drive (508 Main)
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PUBLIC NOTICE

In accordance with NC GS 160A-384, the Clayton Town Council will hold a public hearing on Monday, November 19th, 2018, at 6 PM at Town Hall, 111 East Second Street, to consider rezoning request 2018-165-RZ for parcel number(s) 166917-21-2039, 166917-21-2093, 166917-20-3966, 166917-20-3991, 166917-20-4815, 166917-20-4851, and 166917-20-4725, all within the town limits off Main Street. The requested change is from Office-Institutional (O-I) to Central-Business (B-1).

The Clayton Town Council reserves the right to approve the request as presented or any portion of the request without necessity of withdrawal or modification of the application or additional public hearing on the matter. Likewise, the Town Council may designate approval to the district requested or another district or districts without modification of the request or additional public hearing.

This is an open meeting and the public is invited to attend.

Damiere Powell, Planner
919-553-5002

News & Observer - Clayton

Please advertise on the following dates:
November 9, 2018
November 16, 2018

Affidavit of publication required.



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

*Planning Board
October 22, 2018*

STAFF REPORT

Application Number: 2018-165-RZ Project Name: 517-549 E. Main Street Rezoning

NC PIN / Tag #: 166917-21-2039 / 05009002, 166917-21-2093 / 05009003, 166917-20-3966 / 05009004, 166917-20-3966 / 05009005, 166917-20-3991 / 05009006, 166917-20-4815 / 05009048, 166917-20-4851 / 05009007, 166917-20-4725 / 05009008

Town Limits/ETJ: Town Limits

Overlay: Watershed Protection

Applicant: James Lipscomb

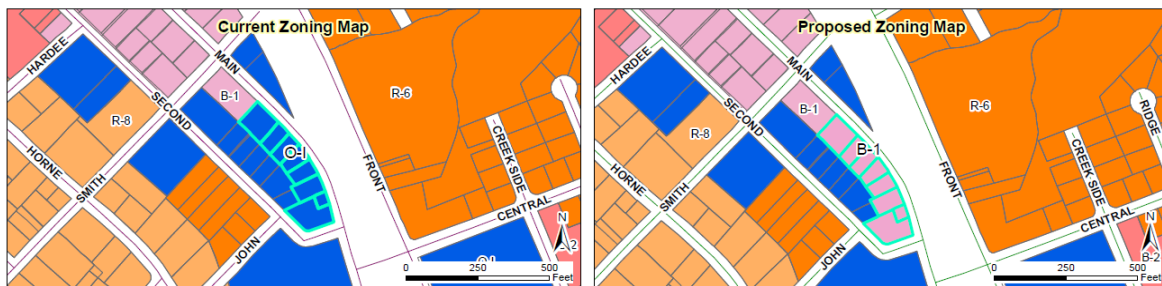
Owner: Hi Tidlers LLC, Melody Johnson Thorpe, Richard F Thorpe, Emory T Hughes II

Location: 517-549 E. Main Street

Public Noticing:

- Neighborhood meeting September 18, 2018
- Revised Neighborhood Meeting October 9, 2018
- Sign posted prior to September 6, 2018
- Letters mailed October 22, 2018
- Newspaper ad posted October 26, 2018

REQUEST: Rezoning from Office-Institutional (O-I) to Central-Business (B-1).



SITE DATA:

Acreage: 1.196 acres

Existing Use: Commercial (Retail Sales), Residential (Single Family Houses), and Vacant

ADJACENT ZONING AND LAND USES:

Direction	Zoning	Existing Use
North	Central-Business (B-1)	Commercial
South	Office-Institutional (O-I)	Single family residential
East	Single-Family Residential-6 (R-6)	Single family residential
West	Single-Family Residential-6 (R-6)	Single family residential

STAFF ANALYSIS AND COMMENTARY:

Overview

The applicant is requesting to rezone 1.196 acres of parcels along Main Street from Office-Institutional (O-I) to Central-Business (B-1). Currently, there is a mix of residential and retail uses on the properties. The properties located at 525 and 531 E. Main Street will continue to be used as residential until they are redeveloped in conjunction with the adjacent properties. 545 E. Main Street will be used as an office, 539 E. Main Street will be demolished, and 549 E. Main Street will remain as retail. The properties are adjacent to and bordered by a law office to the north, and generally surrounded by single family houses from all other directions. The other properties in the same block are zoned Office-Institutional (O-I) and adjacent properties to the east and west are zoned Single-Family Residential-6 (R-6).

Existing vs. Proposed Zoning

The following uses are typical (but not exhaustive) of both the existing (O-I) and proposed (B-1) zoning districts.

Office-Institutional (O-I)	Central Business (B-1)
Upper-Story Residence	Upper-Story Residence
Office (General & Medical)	Office (General)
Financial Institution	Creative Studio
Creative Studio	Restaurant
Day Care Facility	Retail Sales
Nursing Home	Service
*Apartments via Special Use Permit	*Apartments via Special Use Permit

There are several distinctions between the two districts. The O-I district requires a minimum lot area of 6,000 sqft and a minimum lot width of 60 ft. The B-1 district has no requirement for these lot standards. The B-1 district also has no minimum setbacks, no maximum building coverage, and no maximum impervious surface limits.

Consistency with the Comprehensive Plan 2040

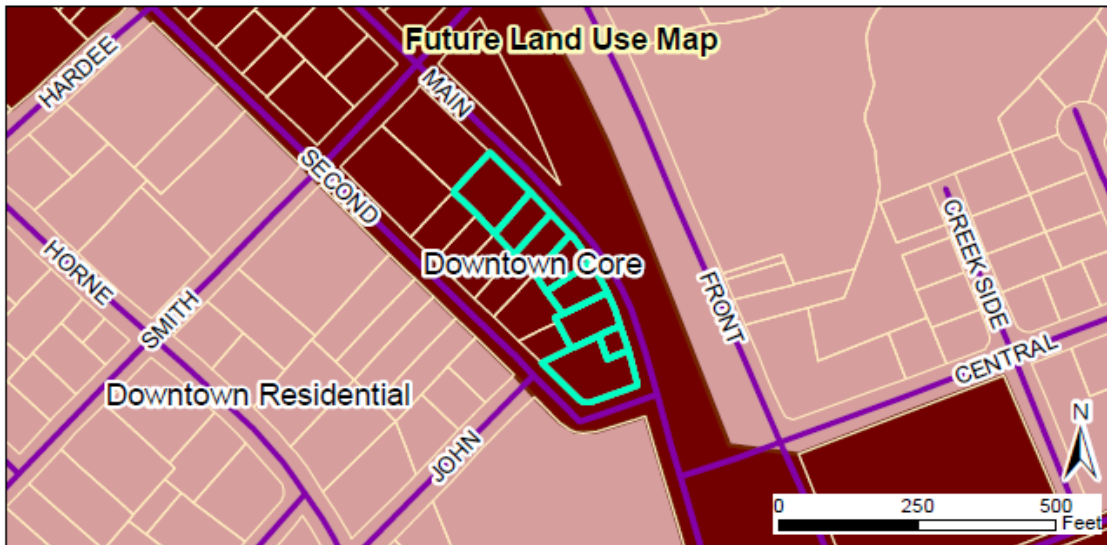
The property is identified in the adopted Future Land Use Map as Downtown Core. One of the purposes of the Downtown Core designation is to encourage high density commercial, employment, residential, and other uses. The designation permits a variety of uses including commercial services (restaurants, retail, professional services, and entertainment), office, high-density residential, upper-story apartments, and renovated older homes that accommodate commercial uses. B-1 is identified as a compatible zoning district for the Downtown Core Future Land Use Designation.

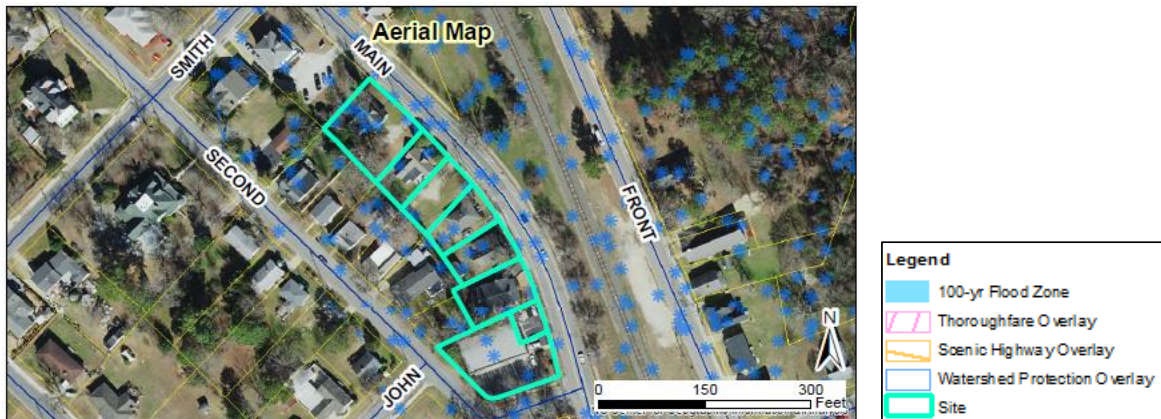
Comprehensive Plan Goals supporting the rezoning request include:

- LU1.4 Protect and enhance the historic downtown character while promoting quality redevelopment and infill
- D1 Promote quality new, adaptive re-use, and infill development projects downtown.
- D1.2 Support the renovation and redevelopment of under-utilized sites and buildings in an effort to invigorate investment and/or revitalization in downtown.

Comprehensive Plan Goals not supporting the rezoning request include:

- None





Access to public facilities and services

There is sufficient access to public water and sewer service. The site is proximate to public parks and the downtown central business district.

CONSIDERATIONS:

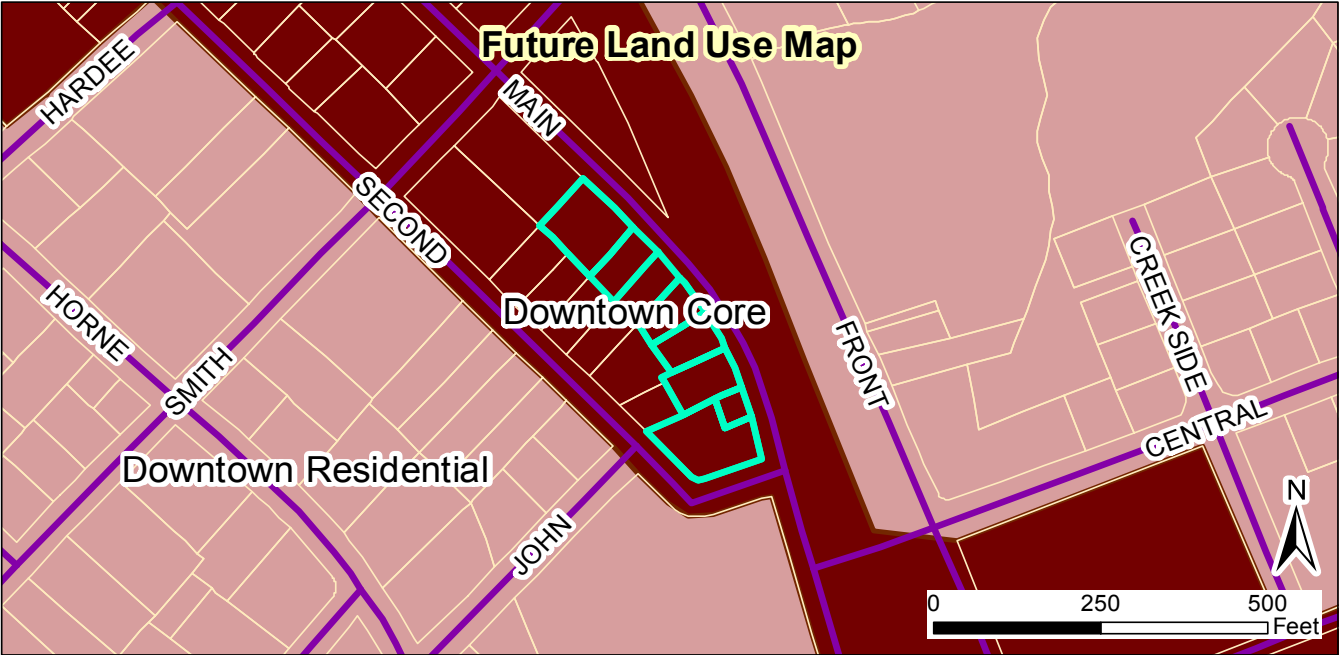
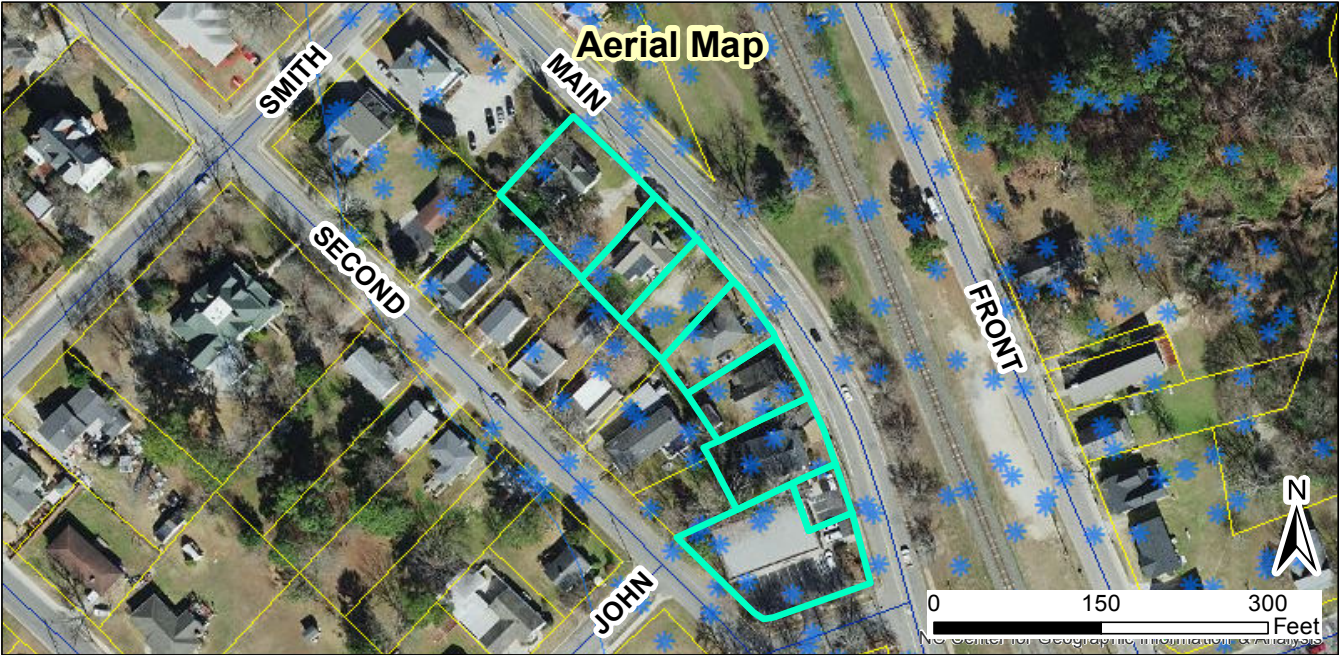
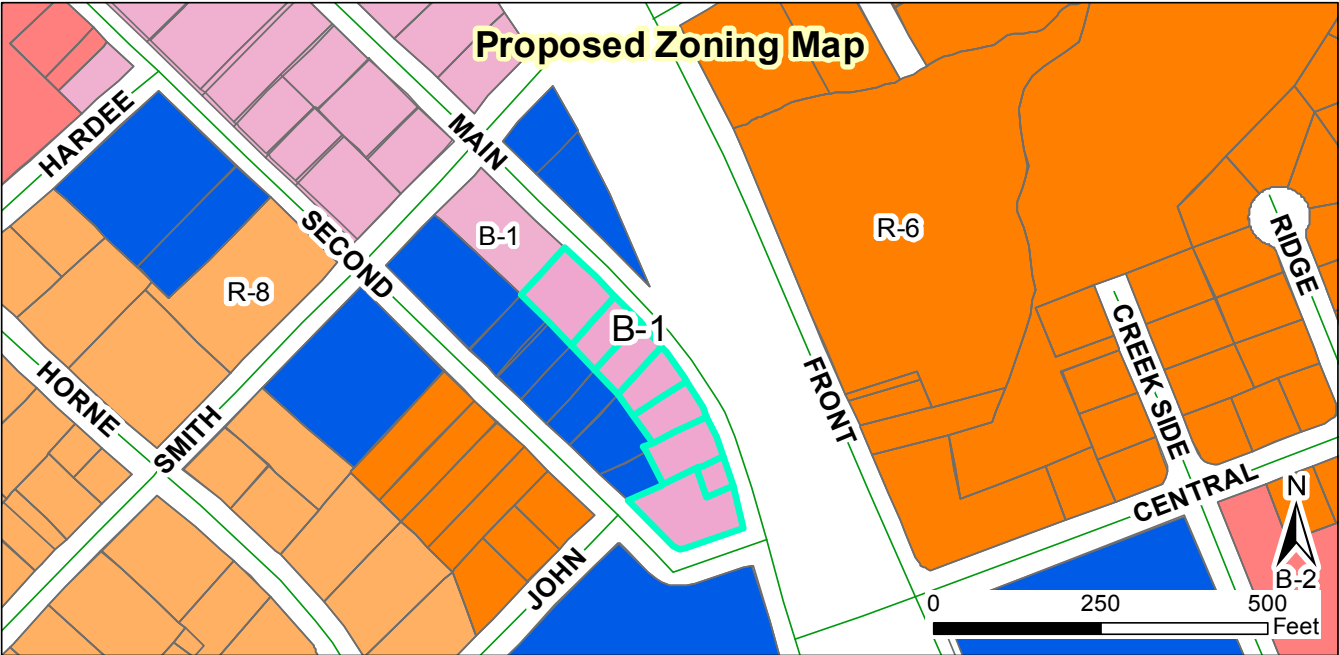
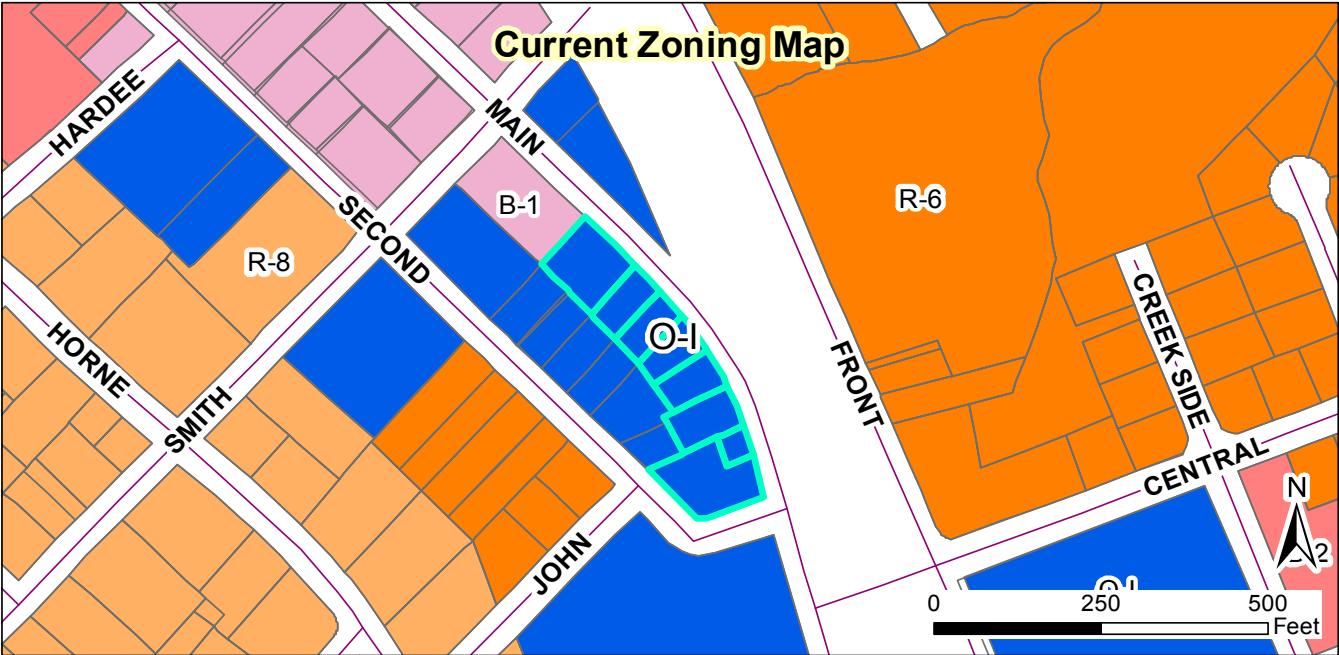
- Rezoning is decided by the Town Council. The Planning Board shall make a recommendation to the Town Council.
- When adopting or rejecting the rezoning, the Town Council shall approve a statement describing whether its action is consistent with adopted plans and/or policies of the Town and explaining why the Council considers the action taken to be reasonable and in the public interest.

STAFF RECOMMENDATION:

Approval of the rezoning.

ATTACHMENTS:

- 1) Application
- 2) Staff Report Maps
- 3) Neighborhood Meeting Materials



Request:
2018-165-RZ, 517-549 E Main Street, rezoning

Applicant: James Lipscomb
 Property Owners: Hi Tiders, LLC; Emory T Hughes II, Melody Johnson Thorpe; Richard F Thorpe
 Parcel ID: 116917-21-2039, 166917-21-2093, 166917-20-3939, 166917-20-3966, 166917-20-3991,
 166917-20-4815, 166917-20-4851, 166917-20-4725
 Tag #: 05009002, 05009003, 05009004, 05009005, 05009006, 05009048, 05009007, 05009008

Staff Report Map



10/29/2018
 Produced by: TOC Planning
 Disclaimer: Town of Clayton assumes no legal responsibility for the quality of the data represented here.

Legend

- 100-yr Flood Zone
- Thoroughfare Overlay
- Watershed Protection Overlay
- Site

**TOWN OF CLAYTON
PLANNING BOARD WRITTEN RECOMMENDATION
Rezoning**

2018-165-RZ 517-549 E. Main Street Rezoning

On October 22, 2018 the Planning Board heard the above-referenced request and made the following vote:

Recommendation to the Town Council to

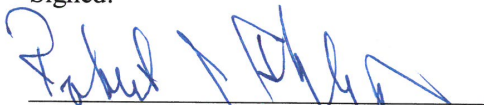
☒ approve the request ~~with the conditions~~ presented by staff;

☐ approve the request with the following modified or added conditions:

☐ deny the request.

Recommendation(s) made this 22nd day of October 2018 while in regular session.

Signed:


Robert Ahlert, Planning Board Chair

TOWN OF CLAYTON
ZONING AMENDMENT
CONSISTENCY AND REASONABLENESS STATEMENT

[2018-165-RZ 517-549 E. Main Rezoning]

The Town Council of the Town of Clayton hereby states:

Section 1: The above referenced zoning amendment IS APPROVED.

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

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

- Goal D1- Promote quality new, adaptive re-use, and infill development projects downtown
- Objective D1.2- Support the renovation and redevelopment of under-utilized sites and buildings in an effort to invigorate investment and/or revitalization in downtown
- Objective LU1.4- Protect and enhance the historic downtown character while promoting quality redevelopment and infill

Description of zoning amendment's consistency with the above plan objective:

The requested rezoning is consistent with the above referenced goals and objectives within the Comprehensive Plan 2040. The proposed rezoning would encourage new businesses to occupy the properties by making them more marketable to a larger variety of commercial uses. The properties are located in an area designated as "Downtown Core" in the Future Land Use Map. This designation consists of high density commercial, office, and residential uses that are compatible with the proposed rezoning.

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 rezoning is consistent with the Future Land Use Map designation in the Comprehensive Plan 2040,

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

**AN ORDINANCE AMENDING THE ZONING ORDINANCE AND
ZONING MAP
OF THE TOWN OF CLAYTON, NORTH CAROLINA**

WHEREAS a petition has been filed with the Town Council of the Town of Clayton requesting an amendment to the Zoning Ordinance and Zoning Map of the Town of Clayton to include in the Central Business (B-1) zone the property described below, said property formerly being zoned Office-Institutional (O-I); and

WHEREAS said property is owned by Hi Tidlers LLC, Melody Johnson Thorpe, Richard F Thorpe, Emory T Hughes II; and

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

WHEREAS notice of a public hearing to consider the proposed change was published in accordance with law in the News & Observer, a local newspaper, as required by Section 155.702(D) of the Clayton Unified Development Code and by Section 160A-364 of the North Carolina General Statutes; and

WHEREAS a notice of the proposed zoning classification action was mailed to the owner(s) of the parcel(s) of land involved, as shown on the County Tax Listings, and to the owners of all parcels of land abutting that (those) parcel(s) of land and within 100 feet of the subject parcel(s) of land, as shown on the County Tax Listings, by depositing a copy of the same in the United States Mail, first class postage paid, as required by Section 155.702(D) of the Zoning Ordinance of the Town of Clayton and by Section 160A-384 of the General Statutes; and

WHEREAS the said public hearing was actually conducted at 6:00 p.m. on November 19, 2018 wherein a reasonable opportunity was given to all those in attendance to speak either in favor or against the said change or to make relevant comments;

THEREFORE, after duly considering the matter, THE TOWN COUNCIL OF THE TOWN OF CLAYTON DOES HEREBY ORDAIN:

SECTION 1. That the Unified Development Code of the Town of Clayton is hereby amended to include in the Central Business (B-1) zone the following described property:

General Description:
517-549 E. Main Street

Specific Description:

166917-21-2039 / 05009002, 166917-21-2093 / 05009003, 166917-20-3966 / 05009004, 166917-20-3966 / 05009005, 166917-20-3991 / 05009006, 166917-20-4815 / 05009048, 166917-20-4851 / 05009007, 166917-20-4725 / 05009008

SECTION 2. That the official Town of Clayton Zoning Map is hereby amended to include in the Central Business (B-1) zone the above-described property and will be so marked.

SECTION 3. That if any section, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. That this ordinance shall become effective immediately upon its adoption.

DULY ADOPTED by the Clayton Town Council this 19th day of November, 2018 while in regular session.

Jody McLeod
Mayor

ATTEST:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk

**Town of Clayton
Town Council
Zoning Ordinance Amendment Motion Sheet
(Rezoning)**

After considering the recommendations of the Planning Board and Planning Director, I move to [approve OR deny] **#2018-165-RZ (517-549 E. Main Street)**

[IF APPROVING]

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

PPAB 2575888v1MOTION FORM
Item 6b
2018-165-RZ
517-549 E. Main Street



Town Council Agenda Cover Sheet

Meeting Date

November 19 2018

Agenda Location

New Business

Item Title

Riverwood and Lionsgate Lighting Agreements

Presenter

Tim Simpson, Public Works Director

Summary/Description

In 2001 the town entered into a lighting agreement with Riverwood HOA and the developer. We are seeking council approval to update that agreement and to formalize an agreement with Lionsgate Subdivision. These agreements allowed the developer to install streetlights above the town standards on condition that the HOA pays the additional cost above what the town would normally pay per town standards. These agreements include back payment for prior years' service that the town has not paid for and establishes a method to stay up to date with future payments regarding lighting.

Requested Action

Approval

Additional Documents to be Included in Agenda Packet

Agreements
Budget Ordinance

Meeting Timeline

NORTH CAROLINA)
)
JOHNSTON COUNTY)

AGREEMENT

THIS AGREEMENT is made this the ____ day of _____, 2018, by and between the TOWN OF CLAYTON, a municipal corporation and body public organized and existing under the laws of the State of North Carolina (“**Clayton**”), RIVERWOOD ON THE NEUSE, L.L.C., a North Carolina limited liability company (“**Developer**”), and RIVERWOOD ATHLETIC CLUB COMMUNITY ASSOCIATION, INC., a nonprofit corporation organized and existing under the laws of the State of North Carolina (“**Association**”). Clayton and the Association may sometimes be referred to collectively as the “**Parties**”.

WITNESSETH:

WHEREAS, Developer is developing a residential subdivision known as the Riverwood Athletic Club (the “**Subdivision**”), which is located off of Pritchard Road in the Town of Clayton, Johnston County, North Carolina;

WHEREAS, the Association is authorized to own, operate and maintain common improvements within the Subdivision;

WHEREAS, Clayton has jurisdictional authority over the Subdivision;

WHEREAS, Clayton’s ordinances, policies, rules and regulations govern and establish minimum requirements for the street lighting in the Subdivision;

WHEREAS, Developer desired to install, and did install, custom street lighting in portions of the Subdivision;

WHEREAS, Clayton and Developer entered into that certain Lighting Agreement dated August 6, 2001 regarding the street lighting for the Subdivision, wherein Clayton agreed to reimburse Developer on a monthly basis the cost of the standard lighting improvements that otherwise would have been incurred by Clayton;

WHEREAS, Developer and Clayton desire to enter into a new Agreement (the “**Agreement**”) covering certain phases of the Subdivision;

WHEREAS, Developer and Clayton desire to terminate the aforementioned Lighting Agreement dated August 6, 2001;

WHEREAS, Developer and Clayton desire to include Association as a party to the new Agreement because the Association is responsible for paying for the ongoing costs associated with certain street lighting improvements; and

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

1. Riverwood Custom Lighting. The following areas of the Subdivision shall utilize custom street lighting:

- a. Those portions of the Subdivision where lots have been platted and recorded in the Johnston County Register of Deeds Office as of the date of this Agreement, including those sixteen (16) lots in Alpine Valley Phase 6A-4, recorded in the Johnston County Plat Book 86, Page 295 on February 23, 2018; and
 - b. The future eighteen (18) lots in the area known as Alpine Valley Phase 6D-3, which is as of the date of this Agreement a single parcel of land totaling approximately 13.68 acres, owned by Simmental Ventures, LLC and identified as "Future Development" on that plat recorded in the Johnston County Plat Book 86, Page 295 on February 23, 2018.
2. Town of Clayton Lighting. For all other areas of the Subdivision, Clayton shall be responsible for reviewing a submitted lighting design plan from Duke Energy Progress to ensure the plan is in agreement with Clayton ordinances, policies, rules and regulations. Specifically included within the scope of this Section 2 are those phases or sections of the Subdivision commonly referred to as Walton Farms and Badger Pass.
3. Authorization for Custom Lighting. Developer and/or Association is authorized to install, maintain, operate, repair and replace customized street lights and appurtenances thereto in those aforementioned portions of the Subdivision. Developer and/or Association shall pay the full cost of purchasing, installing, maintaining, replacing and operating all of the custom street lights and appurtenances thereto in the Subdivision, including the labor for installing, maintaining and replacing such street lights and appurtenances thereto. Developer and/or Association agrees to be solely obligated for such expenses for the street lights and appurtenances thereto in the Subdivision, and will hold Clayton harmless and will indemnify Clayton from any liability that may arise against Clayton for the costs of installing, maintaining and replacing and operating such street lights and appurtenances thereto in the Subdivision.
4. Custom Light Standards. All street lights and appurtenances thereto installed by the Developer in the Subdivision shall meet or exceed the minimum standards for street lights and appurtenances pursuant to Clayton's ordinances, policies, rules and regulations, including but not limited to size, materials, location and all applicable technical specifications. Developer has installed (i) "Standard" decorative fiberglass black poles with 100 watt/9,500 lumens Town & Country fixtures, and (ii) "Standard" 25' decorative fiberglass black poles with 150 watt/16,000 lumens Cobra Head fixtures. Developer represents and warrants that the street lights and appurtenances installed as of the date of this Agreement meet or exceed all applicable minimum standards.
5. Payment Upon Execution. Upon execution of this Agreement, Clayton shall pay to the Association the following:
 - a. A lump sum amount of EIGHT THOUSAND DOLLARS AND NO/100 (\$8,000.00) which represents payment for all of the Town's obligations through January 3, 2018; and
 - b. Four (4) payments of FOUR THOUSAND EIGHT HUNDRED FOUR DOLLARS AND 38/100 (\$4,804.38), totaling NINETEEN THOUSAND TWO HUNDRED SEVENTEEN DOLLARS AND 52/100 (\$19,217.52), which represents Duke Energy Progress payments for January 3, 2018 to April 30, 2018; and
 - c. Six (6) payments of FOUR THOUSAND EIGHT HUNDRED SEVENTY-ONE DOLLARS AND 25/100 (\$4,871.25), totaling TWENTY-NINE THOUSAND TWO

HUNDRED TWENTY-SEVEN DOLLARS AND 50/100 (\$29,227.50), which represents Duke Energy Progress payments for May 1, 2018 to October 31, 2018.

6. Monthly Payment Order. Clayton shall reimburse Association through a monthly Payment Order (a “**Payment Order**”) in the below amounts, which represents the estimated total monthly cost that would be incurred by Clayton if it were required to install and operate standard street lights and appurtenances thereto according to Duke Energy Progress’s most recent published Street Lighting Service Schedule, which initial amount is reflected on Exhibit A, which may be updated from time to time. Association shall transmit the receipt from Duke Energy Progress, confirming the bill for the prior month has been paid in full. Upon receipt, the Town shall transmit the monthly Payment Order within fifteen (15) business days.
 - a. Initial Payment Order Amount. For the monthly period beginning November 1, 2018 and for every monthly period thereafter until that date identified in the below Subparagraph 6.b., the Payment Order amount shall be FOUR THOUSAND EIGHT HUNDRED SEVENTY-ONE DOLLARS AND 25/100 (\$4,871.25).
 - b. Payment Order Amount Including Alpine Valley Phase 6D-3. Beginning on that date which is sixty (60) days from the date of recording of the plat for Alpine Valley Phase 6D-3 in the Johnston County Registry, the amount of the monthly Payment Order shall be automatically changed to FOUR THOUSAND NINE HUNDRED THIRTY-EIGHT DOLLARS AND 12/100 (\$4,938.12). Developer shall notify the Town within five (5) business days of the recordation in the Johnston County Registry.
7. Annual Reconciliation Meeting. Within thirty (30) days following the calendar year, Association shall certify to Clayton that all of Association’s Duke Energy Progress bills for the previous year have been paid. Following certification, the Parties shall conduct a meeting to reconcile the difference between the monthly Payment Order amount and the actual Duke Energy Progress costs for the previous year. Town shall be responsible for any underpayment that may have occurred during the preceding calendar year, and Association shall be responsible for any overpayment that may have occurred during the preceding calendar year, and the amount of such underpayment or overpayment shall be paid to the other party within sixty (60) days of the reconciliation meeting. At the reconciliation meeting, Association must provide the Town with an updated copy of the Association’s contract with Duke Energy Progress, if applicable.
8. Revisions to Payment Order. In the event of changes to the estimated total monthly cost of installing, maintaining and operating street lights in accordance with Clayton’s regulations, as reflected in the monthly Payment Order, Clayton shall notify Developer and Association in writing prior to transmittal of the upcoming Payment Order.
9. Right to Terminate. Clayton reserves the right to terminate this Agreement upon the giving of sixty (60) days’ written notice to Developer and Association. However, such termination may not be arbitrary and must be reasonable. In the event Clayton terminates this Agreement, Clayton shall (i) remove or cause to be removed the custom street lighting and appurtenances thereto, (ii) install or cause to be installed in the Subdivision standard street lights and appurtenances thereto, and (iii) assume all obligations for the costs and expenses associated with replacing and operating such standard street lights and appurtenances thereto in the Subdivision.
10. Indemnification. To the maximum extent permitted by law, Developer, its successors and assigns, and Association, its successors and assigns, agree to and shall indemnify and hold Clayton, its officials (elected and appointed), commissioners, council members, employees, managers,

insurers, attorneys, agents, representatives, successors and assigns, jointly and severally, harmless from and against any and all threatened and actual claims, suits, demands, causes of action, actions, judgments, damages, liability, losses, penalties, fines, assessments, violations, notices of violations, costs, fees and expenses (including, without limitation, reasonable attorneys' fees and expenses) arising out of or relating in any way (or alleged to arise out of relate in any way) to this Agreement, including but not limited to any claims, suits, demands, causes of action, actions, judgments, damages, liability, losses, penalties, fines, assessments, violations, notices of violations, costs, fees and expenses (including, without limitation, reasonable attorneys' fees and expenses) for alleged negligence, gross negligence, personal injury, bodily harm or property damage, breach of this Agreement, or breach of the warranties included in Sections 3 or 4 above, arising out of or relating in any way to this Agreement. The obligations set forth in this Paragraph shall survive termination or expiration of this Agreement for any reason.

11. Assignment. Developer may, in its sole discretion, assign its rights and obligations hereunder to the Association. By executing this document, Clayton consents to the assignment of such rights and obligations to the Association and no further documentation is necessary to effectuate such assignment. In the event of an Assignment, Association must notify Clayton in writing within ten (10) business days of the assignment.
12. Notice. All notices, requests, consents, or other communications provided for in or to be given under this Agreement shall be in writing, may be delivered by US mail or electronic mail, and shall be deemed to have been duly given and to have become effective: (i) upon receipt if delivered by electronic mail; or (ii) three (3) days after having been deposited in the US mail, all fees prepaid, directed to the parties or their assignees at the following address (or at such other address as shall be given in writing by a party hereto):

To the Town: Town of Clayton
 Attn: Public Works Director
 P.O. Box 879
 Clayton, NC 27528

Email: tsimpson@townofclaytonnc.org

To Developer: [Insert physical address and email]

To Association: [Insert physical address and email]

The address to which any notices, requests, consents, or other communications may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

13. Entire Agreement. This Agreement reflects the complete understanding of the parties hereto and constitutes their entire agreement with respect to the subject matter hereof, superseding all prior negotiations, representations, contracts, agreements, promises, understandings, and statements concerning the subject matter hereof.
14. Modifications to Agreement. This Agreement may be modified only by a written instrument duly executed by all Parties hereto.
15. Binding Agreement. This Agreement shall bind and inure to the benefit of the Parties hereto and their successors and assigns. This Agreement and all documents referred to herein shall be

governed by, constructed and interpreted in accordance with the laws of the State of North Carolina.

16. Waiver of Breach. The waiver of either of the Parties of any breach or violation of any terms or provisions of this Agreement by any other party hereto shall not operate as a waiver of any other breach or violation.
17. Severability. The provisions of this Agreement are hereby deemed by the parties to be severable, and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity and enforceability of the remaining provisions hereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Agreement has been duly executed as of the Effective Date.

RIVERWOOD ON THE NEUSE, L.L.C.
a North Carolina limited liability company

By: _____ (SEAL)
Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public do hereby certify that
_____ personally appeared before me this day and acknowledged
that (s)he is _____ of Riverwood On The Neuse, L.L.C., and that (s)he in such
representative capacity voluntarily signed this Agreement for the purposes stated therein.

WITNESS my hand and official seal this the ____ day of _____, 2018.

(SEAL) _____
Notary Public

Print Name

My Commission Expires: _____

IN WITNESS WHEREOF, this Agreement has been duly executed as of the Effective Date.

RIVERWOOD ATHLETIC CLUB COMMUNITY
ASSOCIATION, INC.
a North Carolina non-profit corporation

By: _____ (SEAL)

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public do hereby certify that
_____ personally appeared before me this day and acknowledged
that (s)he is _____ of Riverwood Athletic Club Community Association, Inc.,
and that (s)he in such representative capacity voluntarily signed this Agreement for the purposes
stated therein.

WITNESS my hand and official seal this the ____ day of _____, 2018.

Notary Public

(SEAL)

Print Name

My Commission Expires: _____

IN WITNESS WHEREOF, this Agreement has been duly executed as of the Effective Date.

TOWN OF CLAYTON
a North Carolina municipal corporation

By: _____ (SEAL)
Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public do hereby certify that _____ personally appeared before me this day and acknowledged that (s)he is _____ of the Town of Clayton, and that (s)he in such representative capacity voluntarily signed this Agreement for the purposes stated therein.

WITNESS my hand and official seal this the ____ day of _____, 2018.

(SEAL) _____
Notary Public

Print Name

My Commission Expires: _____

Pre-Audit Certificate Required by N.C.G.S. § 159-28(a):

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

By: _____
Name: _____
Title: Finance Director

EXHIBIT A

CALCULATION OF INITIAL MONTHLY PAYMENT

For Initial Payment Order Amount (Section 6(a))

Type of Pole and Custom Street Light (as of December 1, 2018)	Rate Per Pole + Street Lights	Quantity Installed	Total
25' Pole + Cobrahead Fixture	\$15.80	65	\$1,027.00
16' Pole + Town and Country	\$12.53	228	\$2,856.84
UG Service Charge	\$3.37	293	\$987.41
			\$4,871.25

For Payment Order Amount Including Alpine Valley Phase 6D-3 (Section 6(b))

Type of Pole and Custom Street Light (60 days after recordation of Alpine Valley 6D-3)	Rate Per Pole + Street Lights	Quantity Installed	Total
25' Pole + Cobrahead Fixture	\$15.80	66	\$1,042.80
16' Pole + Town and Country	\$12.53	231	\$2,894.43
UG Service Charge	\$3.37	297	\$1,000.89
			\$4,938.12

*Amounts based on Duke Energy Progress's Street Lighting Service Schedule SLS-32, effective January 1, 2015.

NORTH CAROLINA
JOHNSTON COUNTY

)
)
)

AGREEMENT

THIS AGREEMENT is made this the ____ day of _____, 2018, by and between the TOWN OF CLAYTON, a municipal corporation and body public organized and existing under the laws of the State of North Carolina (“**Clayton**”), LIONSGATE VILLAGE, LLC, a North Carolina limited liability company (“**Developer**”), and LIONSGATE COMMUNITY ASSOCIATION, INC., a nonprofit corporation organized and existing under the laws of the State of North Carolina (“**Association**”). Clayton and the Association may sometimes be referred to collectively as the “**Parties**”.

WITNESSETH:

WHEREAS, Developer is developing a residential subdivision known as Lionsgate (the “**Subdivision**”), which is located off of Amelia Church Road in the Town of Clayton, Johnston County, North Carolina;

WHEREAS, the Association is authorized to own, operate and maintain common improvements within the Subdivision;

WHEREAS, Clayton has jurisdictional authority over the Subdivision;

WHEREAS, Clayton’s ordinances, policies, rules and regulations govern and establish minimum requirements for the street lighting in the Subdivision;

WHEREAS, Developer desired to install, and did install, custom street lighting in portions of the Subdivision;

WHEREAS, Clayton represented to Developer that it would reimburse Developer on a monthly basis the cost of the standard lighting improvements that otherwise would have been incurred by Clayton;

WHEREAS, Developer and Clayton desire to enter into an Agreement (the “**Agreement**”) covering certain phases of the Subdivision;

WHEREAS, Developer and Clayton desire to include Association as a party to this Agreement because the Association is responsible for paying for the ongoing costs associated with certain street lighting improvements; and

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

1. Lionsgate Custom Lighting. The following areas of the Subdivision shall utilize custom street lighting:
 - a. Those portions of the Subdivision where lots have been platted and recorded in the Johnston County Register of Deeds Office as of the date of this Agreement in Plat Book [insert], Page [insert].¹

¹ Note to draft: Please insert the recording information for all plats that are subject to this section.

2. Town of Clayton Lighting. For all other areas of the Subdivision, Clayton shall be responsible for reviewing a submitted lighting design plan from Duke Energy Progress to ensure the plan is in agreement with Clayton ordinances, policies, rules and regulations. Specifically included within the scope of this Section 2 are those phases or sections of the Subdivision planned for that property described in deed recorded in Book 5184, Pages 745-750, Johnston County Registry.
3. Authorization for Custom Lighting. Developer and/or Association is authorized to install, maintain, operate, repair and replace customized street lights and appurtenances thereto in those aforementioned portions of the Subdivision. Developer and/or Association shall pay the full cost of purchasing, installing, maintaining, replacing and operating all of the custom street lights and appurtenances thereto in the Subdivision, including the labor for installing, maintaining and replacing such street lights and appurtenances thereto. Developer and/or Association agrees to be solely obligated for such expenses for the street lights and appurtenances thereto in the Subdivision, and will hold Clayton harmless and will indemnify Clayton from any liability that may arise against Clayton for the costs of installing, maintaining and replacing and operating such street lights and appurtenances thereto in the Subdivision.
4. Custom Light Standards. All street lights and appurtenances thereto installed by the Developer in the Subdivision shall meet or exceed the minimum standards for street lights and appurtenances pursuant to Clayton's ordinances, policies, rules and regulations, including but not limited to size, materials, location and all applicable technical specifications. Developer has installed (i) "Standard" 16' decorative fiberglass black poles with 100 watt/9,500 lumens Town & Country fixtures, and (ii) "Standard" 25' decorative fiberglass black poles with 150 watt/16,000 lumens Cobra Head fixtures. Developer represents and warrants that the street lights and appurtenances installed as of the date of this Agreement meet or exceed all applicable minimum standards.
5. Payment Upon Execution. Upon execution of this Agreement, Clayton shall pay to the Association the following:
 - a. A lump sum amount of TWENTY-NINE THOUSAND SIX HUNDRED FORTY-TWO DOLLARS AND 55/100 (\$29,642.55) which represents payment for all of the Town's obligations from January 1, 2016 through October 31, 2018.
6. Monthly Payment Order. Clayton shall reimburse Association through a monthly Payment Order (a "**Payment Order**") in the amount of ONE THOUSAND SIXTY-SEVEN DOLLARS AND TEN CENTS (\$1,067.10), which represents the estimated total monthly cost that would be incurred by Clayton if it were required to install and operate standard street lights and appurtenances thereto according to Duke Energy Progress's most recent published Street Lighting Service Schedule, which initial amount is reflected on Exhibit A, which may be updated from time to time. Association shall transmit the receipt from Duke Energy Progress, confirming the bill for the prior month has been paid in full. Upon receipt, the Town shall transmit the monthly Payment Order within fifteen (15) business days.
7. Annual Reconciliation Meeting. Within thirty (30) days following the calendar year, Association shall certify to Clayton that all of Association's Duke Energy Progress bills for the previous year have been paid. Following certification, the Parties shall conduct a meeting to reconcile the difference between the monthly Payment Order amount and the actual Duke Energy Progress costs for the previous year. Town shall be responsible for any underpayment that may have occurred during the preceding calendar year, and Association shall be responsible for any overpayment that

may have occurred during the preceding calendar year, and the amount of such underpayment or overpayment shall be paid to the other party within sixty (60) days of the reconciliation meeting. At the reconciliation meeting, Association must provide the Town with an updated copy of the Association's contract with Duke Energy Progress, if applicable.

8. Revisions to Payment Order. In the event of changes to the estimated total monthly cost of installing, maintaining and operating street lights in accordance with Clayton's regulations, as reflected in the monthly Payment Order, Clayton shall notify Developer and Association in writing prior to transmittal of the upcoming Payment Order.
9. Right to Terminate. Clayton reserves the right to terminate this Agreement upon the giving of sixty (60) days' written notice to Developer and Association. However, such termination may not be arbitrary and must be reasonable. In the event Clayton terminates this Agreement for any reason other than Association's nonpayment to Duke Energy Progress, Clayton shall (i) remove or cause to be removed the custom street lighting and appurtenances thereto, (ii) install or cause to be installed in the Subdivision standard street lights and appurtenances thereto, and (iii) assume all obligations for the costs and expenses associated with replacing and operating such standard street lights and appurtenances thereto in the Subdivision. In the event Clayton terminates the Agreement as a result of Association's nonpayment to Duke Energy Progress and such nonpayment caused the street lights to cease operation, Association shall remove or cause to be removed the custom street lighting and appurtenances thereto, and Clayton shall (i) install or cause to be installed in the Subdivision standard street lights and appurtenances thereto, and (ii) assume all obligations for the costs and expenses associated with replacing and operating such standard street lights and appurtenances thereto in the Subdivision.
10. Indemnification. To the maximum extent permitted by law, Developer, its successors and assigns, and Association, its successors and assigns, agree to and shall indemnify and hold Clayton, its officials (elected and appointed), commissioners, council members, employees, managers, insurers, attorneys, agents, representatives, successors and assigns, jointly and severally, harmless from and against any and all threatened and actual claims, suits, demands, causes of action, actions, judgments, damages, liability, losses, penalties, fines, assessments, violations, notices of violations, costs, fees and expenses (including, without limitation, reasonable attorneys' fees and expenses) arising out of or relating in any way (or alleged to arise out of relate in any way) to this Agreement, including but not limited to any claims, suits, demands, causes of action, actions, judgments, damages, liability, losses, penalties, fines, assessments, violations, notices of violations, costs, fees and expenses (including, without limitation, reasonable attorneys' fees and expenses) for alleged negligence, gross negligence, personal injury, bodily harm or property damage, breach of this Agreement, or breach of the warranties included in Sections 3 or 4 above, arising out of or relating in any way to this Agreement. The obligations set forth in this Paragraph shall survive termination or expiration of this Agreement for any reason.
11. Assignment. Developer may, in its sole discretion, assign its rights and obligations hereunder to the Association. By executing this document, Clayton consents to the assignment of such rights and obligations to the Association and no further documentation is necessary to effectuate such assignment. In the event of an Assignment, Association must notify Clayton in writing within ten (10) business days of the assignment.
12. Notice. All notices, requests, consents, or other communications provided for in or to be given under this Agreement shall be in writing, may be delivered by US mail or electronic mail, and shall be deemed to have been duly given and to have become effective: (i) upon receipt if delivered by electronic mail; or (ii) three (3) days after having been deposited in the US mail, all fees prepaid,

directed to the parties or their assignees at the following address (or at such other address as shall be given in writing by a party hereto):

To the Town: Town of Clayton
 Attn: Public Works Director
 P.O. Box 879
 Clayton, NC 27528

Email: tsimpson@townofclaytonnc.org

To Developer: [Insert physical address and email]

To Association: [Insert physical address and email]

The address to which any notices, requests, consents, or other communications may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

13. Entire Agreement. This Agreement reflects the complete understanding of the parties hereto and constitutes their entire agreement with respect to the subject matter hereof, superseding all prior negotiations, representations, contracts, agreements, promises, understandings, and statements concerning the subject matter hereof.
14. Modifications to Agreement. This Agreement may be modified only by a written instrument duly executed by all Parties hereto.
15. Binding Agreement. This Agreement shall bind and inure to the benefit of the Parties hereto and their successors and assigns. This Agreement and all documents referred to herein shall be governed by, constructed and interpreted in accordance with the laws of the State of North Carolina.
16. Waiver of Breach. The waiver of either of the Parties of any breach or violation of any terms or provisions of this Agreement by any other party hereto shall not operate as a waiver of any other breach or violation.
17. Severability. The provisions of this Agreement are hereby deemed by the parties to be severable, and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity and enforceability of the remaining provisions hereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Agreement has been duly executed as of the Effective Date.

LIONSGATE VILLAGE, LLC
a North Carolina limited liability company

By: _____ (SEAL)
Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public do hereby certify that
_____ personally appeared before me this day and acknowledged
that (s)he is _____ of Lionsgate Village, LLC, and that (s)he in such
representative capacity voluntarily signed this Agreement for the purposes stated therein.

WITNESS my hand and official seal this the ____ day of _____, 2018.

(SEAL) _____
Notary Public

Print Name

My Commission Expires: _____

IN WITNESS WHEREOF, this Agreement has been duly executed as of the Effective Date.

LIONSGATE COMMUNITY ASSOCIATION, INC.
a North Carolina non-profit corporation

By: _____ (SEAL)
Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public do hereby certify that
_____ personally appeared before me this day and acknowledged
that (s)he is _____ of Lionsgate Community Association, Inc., and that (s)he in
such representative capacity voluntarily signed this Agreement for the purposes stated therein.

WITNESS my hand and official seal this the ____ day of _____, 2018.

(SEAL) _____
Notary Public

Print Name

My Commission Expires: _____

IN WITNESS WHEREOF, this Agreement has been duly executed as of the Effective Date.

TOWN OF CLAYTON
a North Carolina municipal corporation

By: _____ (SEAL)
Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public do hereby certify that _____ personally appeared before me this day and acknowledged that (s)he is _____ of the Town of Clayton, and that (s)he in such representative capacity voluntarily signed this Agreement for the purposes stated therein.

WITNESS my hand and official seal this the ____ day of _____, 2018.

(SEAL) _____
Notary Public

Print Name

My Commission Expires: _____

Pre-Audit Certificate Required by N.C.G.S. § 159-28(a):

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

By: _____
Name: _____
Title: Finance Director

PPAB 4516266v4

EXHIBIT A

CALCULATION OF INITIAL MONTHLY PAYMENT

Type of Pole and Custom Street Light	Rate Per Pole + Street Lights	Quantity Installed	Total
25' Pole + Cobrahead Fixture	\$15.80	20	\$316.00
16' Pole + Town and Country	\$12.53	43	\$538.79
UG Service Charge	\$3.37	63	\$212.31
			\$1,067.10

*Amounts based on Duke Energy Progress's Street Lighting Service Schedule SLS-32, effective January 1, 2015.

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			
100-40-00-48 99	Fund Balance Appropriated \$299,000	+73,846	\$372,846
Expenditures			
100-55-55-52-14	Street Lights - Special \$59,748	+73,846	\$133,594

Amendment necessary to appropriate fund balance to cover the cost for the street light agreements with RWAC and Lions Gate, which is required for compliance with G.S. 159-15:

Duly adopted this 19th day of November, 2018 while in regular session.

Jody L. McLeod
Mayor

Attest:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk



Town Council Agenda Cover Sheet

Meeting Date

November 19 2018

Agenda Location

New Business

Item Title

Stormwater Program Update

Presenter

Rich Cappola, PE – Dir. of Engineering & Inspections

Summary/Description

The North Carolina Department of Environmental Quality (NC DEQ) oversees the National Pollutant Discharge Elimination System (NDPES) permit program for the Environmental Protection Agency (EPA) to address water pollution by regulating sources that discharge pollutants to waters of the United States (streams, rivers, lakes, etc.), including stormwater runoff from developing areas. The Town of Clayton is designated as a NDPES "Phase 2" community, which requires the administration of a Stormwater program including six minimum measures: Public Education & Outreach, Public Involvement & Participation, Illicit Discharge Detection & Elimination (IDDE), Construction Site Runoff Controls, Post-Construction Site Runoff Controls, and Good Housekeeping.

The Town received its first permit in 2012 and a renewal permit in early 2018, which details expectations of the Program that the Town is responsible for implementing. Currently the Town utilizes outside partners including Johnston County to implement portions of the program; however, the growth in our region and variation in the regulated requirements between the two entities has created challenges in fulfilling the requirements due to workload. The Town has hired a consultant to identify the programmatic needs and gaps in current implementation, and provide a recommendation for meeting the program requirements moving forward.

This presentation is intended to introduce the basic requirements of the Stormwater Program and understand the Town Council's thoughts on development of the program.

Requested Action

Council Consensus

Additional Documents to be Included in Agenda Packet

[Click or tap here to enter text.](#)

Meeting Timeline

10 minute presentation



Town Council Agenda Cover Sheet

Meeting Date

November 19 2018

Agenda Location

New Business

Item Title

2018-191-SUP Sunbelt Rentals Addition Special Use Permit Modification

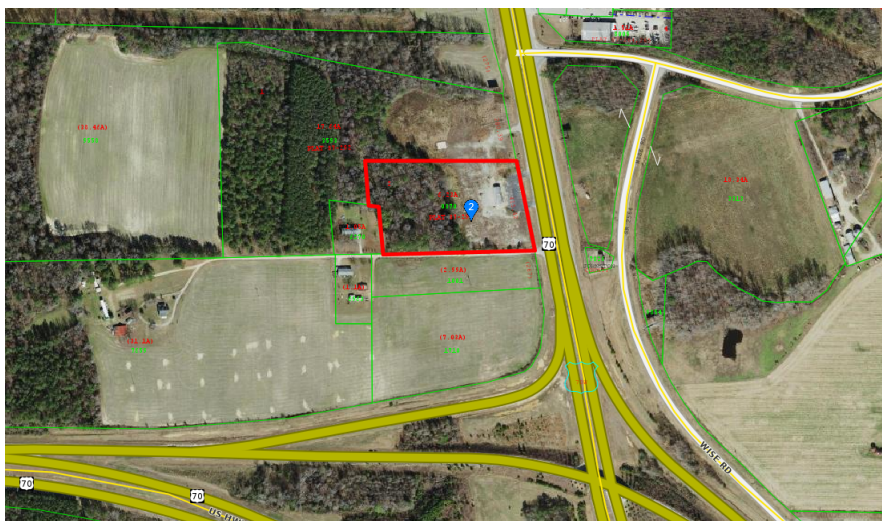
Presenter

Planning Department

Summary/Description

A major modification to a previously approved Special Use Permit is requested to add a 1,500 square feet addition to the rear of the previously approved building for Sunbelt Rentals. The original Special Use Permit (2017-209-SUP) was approved in 2018 by Town Council to allow the use of Equipment Rental on the subject property. The building was originally approved to be 10,500 square feet, and the applicant is now requesting to expand that to 12,000 square feet. Per UDC requirements, an increase in 5% or more of the floor area is considered to be a substantial deviation from the original Special Use Permit and requires Town Council approval in order to be permitted. A major modification to the previously approved Major Site Plan is running concurrently with this request (2018-192-SP)

The property is located at 7635 US HWY 70 BUS.



Requested Action

Set Public Hearing

Additional Documents to be Included in Agenda Packet

Application

Meeting Timeline

November 19, 2018 – Set a Public Hearing (Town Council)

December 3, 2018- Public Hearing (Town Council)



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

SPECIAL USE PERMIT APPLICATION COVER SHEET

Name of Project: _____ **Date:** _____

Applicant Name: _____

The following checklist to be completed by applicant:

- ☐ Pre-Application Meeting on: _____
- ☐ Application Review fee
- ☐ Advertisement Fee

11 copies of the following:

- ☐ Completed Application
- ☐ Owner's Consent Form
- ☐ Adjacent Property Owner's List
- ☐ Neighborhood Meeting Notice Letter (1 copy)
- ☐ Wastewater Allocation Request Form (if applicable)
- ☐ Set of stamped, addressed, empty envelopes for adjacent property owner notification
- ☐ Associated Site Plan (separate application required for major site plans, must be submitted concurrently)

Reviewed by: _____



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

SPECIAL USE PERMIT APPLICATION

Application Fee: \$400.00
Advertisement Fee: \$200.00

☐ New Special Use Permit

☐ Major Modification to an approved SUP
Permit Modified: _____

SITE INFORMATION

Name of Project: _____

Acreage of Property: _____ Zoning District: _____

County Tag #: _____ NC Pin #: _____

Address/Location: _____

Existing Use: _____ Proposed Use: _____

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

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

APPLICANT INFORMATION

Applicant: _____

Mailing Address: _____

Phone Number: _____ Fax: _____

Contact Person: _____

Email Address: _____

OFFICE USE ONLY

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

Name: _____

Mailing Address: _____

Phone Number: _____ **Fax:** _____

Email Address: _____

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

[illegible]

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

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

[illegible]

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

At the time of site plan submission, the proposed site use will be designed to the sound land use standards and the Town's
UDO.

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

At the time of this submission, the proposed use and improvements are anticipated to increase the value of the subject
property and surrounding properties. The proposed use and rezoning is consistent with the zoning and uses of the adjacent
parcels to the north of the subject parcel.

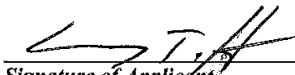
4. That the application will not adversely affect the adopted plans and policies of the Town, or violate the character of existing standards for development of the adjacent properties.

The site shall be developed according to the plans and policies of the Town of Clayton. Also, neighboring properties to the
north have similar zoning and uses. The adjacent parcels to the rear (west) and south are agricultural. The proposed
improvements shall incorporate adequate buffers to provide separation between the proposed use and the adjacent
properties, per the Town of Clayton UDO.

APPLICANT AFFIDAVIT

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

Craig T. Moffat
Print Name


Signature of Applicant

10.03.18
Date



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

OWNER'S CONSENT FORM

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

Project Name: _____ **Address or PIN #:** _____

AGENT/APPLICANT INFORMATION:

(Name - type, print clearly)

(Address)

(City, State, Zip)

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

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

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

OWNER AUTHORIZATION:

(Name - type, print clearly)

(Address)

(Owner's Signature)

(City, State, Zip)

STATE OF _____
COUNTY OF _____

Sworn and subscribed before me _____, a Notary Public for the above State and County, this
the _____ day of _____, 20____.

SEAL

Notary Public

My Commission
Expires: _____

July 2018

10 of 10



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

OWNER'S CONSENT FORM

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

Project Name: _____ **Address or PIN #:** _____

AGENT/APPLICANT INFORMATION:

(Name - type, print clearly)

(Address)

(City, State, Zip)

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

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

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

OWNER AUTHORIZATION:

Craig Moffat
(Name - type, print clearly)

4901 Union Dr
(Address)

[Signature]
(Owner's Signature)

WAKE Forest NC 27587
(City, State, Zip)

STATE OF NC
COUNTY OF Wake

Sworn and subscribed before me Katherine H. Jackson, a Notary Public for the above State and County, this the 3 day of October, 2018.



Katherine H. Jackson
Notary Public
My Commission
Expires: 8/8/21

Page 9 of 9



Town Council Agenda Cover Sheet

Meeting Date

November 19 2018

Agenda Location

New Business

Item Title

2018-192-SP Sunbelt Rentals Addition Major Site Plan Modification

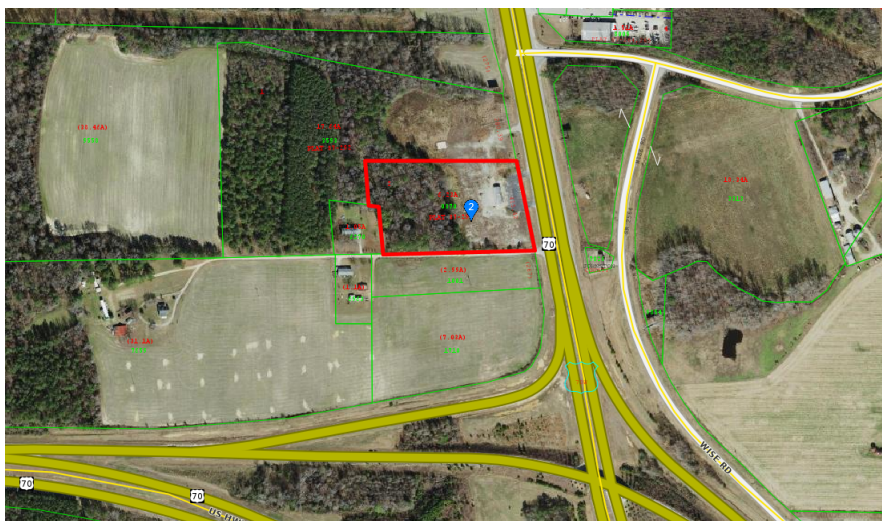
Presenter

Planning Department

Summary/Description

A major modification to a previously approved Major Site Plan to add a 1,500 square feet addition to the rear of the previously approved building for Sunbelt Rentals. The original Major Site Plan (2017-209-SP) was approved in 2018 for the development of a 10,500 square feet building. The applicant is now requesting to expand the previously approved building to 12,000 square feet in size. Per UDC requirements, an increase of 5% or more in the floor area of the building is considered to be a substantial deviation which requires board approval. Since this site plan is associated with a Special Use Permit, it will proceed to Town Council for a final decision. A major modification to the previously approved Special Use Permit is running concurrently with this request (2018-191-SUP).

The property is located at 7635 US HWY 70 BUS.



Requested Action

Set Public Hearing

Additional Documents to be Included in Agenda Packet

Application

Meeting Timeline

November 19, 2018 – Set a Public Hearing (Town Council)

December 3, 2018- Public Hearing (Town Council)



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

MAJOR SITE PLAN APPLICATION

Pursuant to Article 7, Section 155.707 of the Unified Development Code, an owner of land within the jurisdiction of the Town (or a duly authorized agent) may petition the Planning Board to approve a Major Site Plan application. Please complete all fields in this application and submit to the Planning Department with all required materials.

Application fee: \$500.00 + \$5.00 per acre. *All fees are due when the application is submitted.*

SITE INFORMATION

☐ New Major Site Plan

☐ Major Modification to an approved site plan
Project Modified: _____

Name of Project: _____ Acreage of Property: _____

County Tag #: _____ NC PIN: _____

Address/Location: _____

Existing Use: _____ Proposed Use: _____

Zoning District: _____

Is project within a Planned Development? ☐ No
☐ Yes (list): _____

Is project within an Overlay District? ☐ No
☐ Yes (list): _____

FOR OFFICE USE ONLY

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

PROPERTY OWNER INFORMATION

Name: _____

Mailing Address: _____

Phone Number: _____ Fax: _____

Email Address: _____

APPLICANT INFORMATION

Applicant: _____

Mailing Address: _____

Phone Number: _____ Fax: _____

Contact Person: _____

Email Address: _____

REQUIRED INFORMATION (to be submitted with the application)

The following items must accompany a Major Site Plan application.

To be completed by the applicant:			To be completed by staff:		
<i>Submit 9 copies of all materials unless otherwise noted or directed by staff</i>	Yes	N/A	Yes	No	N/A
1. A pre-application conference was held with Town of Clayton staff. Date: <u>10/3/18</u>	☐	☐			
2. I have referenced the <i>Plan Requirements Checklist</i> and used this as a guide	☐				
3. Site Plan Review Fee (\$500 + \$5/acre)	☐				
4. Completed application	☐				
5. Owner's Consent Form	☐	☐			
6. Plan sets meeting the requirements listed in the <i>Plan Requirements Checklist</i>	☐	☐			
7. Copy of plan sets in .PDF on USB flash drive (CD)	☐	☐			
8. Adjacent property owners list	☐	☐			
9. Wastewater allocation request OR verification of wastewater allocation	☐	☐			
10. Signed and sealed traffic impact analysis (2 copies) (required for projects which generate at least 100 vehicle trips at peak hour. See §155.708 of the UDC)	☐	☐			
11. Neighborhood meeting notice letter (1 copy)* <i>See sample letter and meeting requirements included in this packet</i> <i>*Not required for subdivisions that are part of an approved planned development</i>	☐	☐			
12. Neighborhood meeting summary form (1 copy) * <i>Included in this packet</i> <i>*Not required for subdivisions that are part of an approved planned development</i>	Must be submitted after neighborhood meeting is held and at least 10 days prior to Planning Board meeting.				

EXPLANATION OF PROJECT

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

The purpose of this application is to modify an existing approved Site Plan for Sunbelt General Tools.

The applicant is requesting to add 25 feet to the rear of the building. This addition will not change the existing approved stormwater and erosion control permit from Johnston County.

APPLICANT AFFIDAVIT

I/We, the undersigned, do hereby make application and petition to the Planning Board of the Town of Clayton to approve the subject Major Site Plan. 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.

Craig T. Moffat

Print Name


Signature of Applicant

10.3.18
Date

NEIGHBORHOOD MEETING INFORMATION

Purpose:

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

Meeting Date:

The meeting must be held at least ten (10) calendar days prior to the Planning Board meeting.

Meeting Time & Location:

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

Meeting Notice Mailing requirements:

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

Information provided at the Neighborhood Meeting:

At a minimum, the following materials must be present for inspection at a Neighborhood Meeting:

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

Information provided to Planning Department:

Alert the Planning Department once the date, location, and time of the Neighborhood Meeting are determined. Planning staff may attend the Neighborhood Meeting to answer process/code questions.

Deliver the following items to the Planning Department at least ten (10) calendar days prior to the Planning Board meeting in electronic or hard copy format:

- ☐ Adjacent Property Owner's List (aka "mailing list")
- ☐ Copy of the letter mailed
- ☐ Attendance Roster (aka "sign-in sheet")
- ☐ Neighborhood Meeting Summary Form with minutes (see below)

ADJACENT PROPERTY OWNERS LIST

Project Name: _____

The following are all the persons, firms, or corporations owning property within 100 feet and immediately adjacent to the property (including across street rights of way) subject to this request. Where the subject property immediately adjoins a public or private right-of-way, landscape or riparian buffer, commonly-owned private area, public property, or homeowners' association property, then letters of notification shall be sent to adjoining property owners as if they directly abut the subject property. Please use a separate sheet if necessary

It is the responsibility of the applicant to correctly identify the current owner, based upon records in the Johnston County GIS Office, for all property owners of land within the required public notice radius.

PARCEL NUMBER	NAME	ADDRESS

SAMPLE NEIGHBORHOOD MEETING LETTER

(PLACE ON AGENT'S OR OWNER'S LETTERHEAD)

<Date>

Dear Clayton Area Property Owner:

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

Meeting Date: _____ Meeting Time: _____

Meeting Location: _____

Type of Application: _____

Project/proposal property address: _____

Description of project/proposal: _____

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

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

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

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

If you have any questions prior to or after this meeting, you may contact us at **<Insert phone number of applicant>**. You may also contact the Planning Department at 919-553-5002.

Sincerely,

<Applicant>

Cc: Town of Clayton Planning Dept.

October 2017

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NEIGHBORHOOD MEETING ATTENDANCE ROSTER

Project: _____

Application: _____

Location/Date: _____

	NAME	ADDRESS
1		
2		
3		
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NEIGHBORHOOD MEETING SUMMARY FORM

FILL OUT THE FOLLOWING:

Application: _____

Date of Mailing:

I hereby attest that letters were mailed to the addresses listed on the Adjacent Property Owners List (attached) ten days prior to the Neighborhood Meeting:

Printed Name: _____ Signature: _____

Date of Meeting: _____ Time of Meeting: _____

Location of Meeting: _____

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

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

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



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

OWNER'S CONSENT FORM

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

Project Name: _____ **Address or PIN #:** _____

AGENT/APPLICANT INFORMATION:

(Name - type, print clearly)

(Address)

(City, State, Zip)

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

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

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

OWNER AUTHORIZATION:

(Name - type, print clearly)

(Address)

(Owner's Signature)

(City, State, Zip)

STATE OF _____
COUNTY OF _____

Sworn and subscribed before me _____, a Notary Public for the above State and County, this
the _____ day of _____, 20____.

SEAL

Notary Public
My Commission
Expires: _____

October 2017

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