



The Town of Clayton
Regular Town Council Meeting Agenda
Tuesday, September 5, 2017 @ 6:30 PM
Council Chambers

1. CALL TO ORDER

Pledge of Allegiance and Invocation

2. ADJUSTMENT OF THE AGENDA

3. CONSENT AGENDA

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

- a. DRAFT Minutes
 - August 21, 2017
[August 21, 2017 DRAFT Minutes](#)
- b. Building Inspector Position
- c. New Inspection Fees
[Ordinance - Inspection Fees](#)
- d. Residential Utility Deposit Policy & Comprehensive Fees & Charges Update
[Ordinance - Residential Utility Deposit](#)
- e. Variable Credit Card Fees for Utilities
- f. Resolution Directing Clerk to Investigate Sufficiency - 2017-141-ANX - Lidl Grocery Store
[Resolution Directing Clerk to Investigate Sufficiency - 2017-141-ANX](#)
- g. Proclamation Honoring Samuel Robertson
[Proclamation Sam Robertson 100th Birthday](#)

POTENTIAL ACTION: Adoption of Consent Agenda as Presented

4. INTRODUCTIONS AND SPECIAL PRESENTATIONS

- a. Hurricane Harvey Donation Site
Presenter: Jay Dinner, Everett Chapel FWB Church
- b. Clayton High School - 2017 Homecoming Parade
Presenter: Bennett Jones, Principal Clayton High School
[Cover - Special Event - CHS Homecoming Parade](#)

5. PUBLIC HEARINGS

- a. 2016-239-OA - Downtown Overlay District

Presenter: Planning Department

[Cover- 2016-239-OA Downtown Overlay District](#)

[Application - 2016-239-OA](#)

[Staff Report - 2016-239-OA - Downtown Overlay District](#)

[Staff Report Addendum - July 11 2017 - 2016-239-OA](#)

[Staff Report Addendum - August 14 2017 - 2016-239-OA](#)

[Staff Report Addendum - August 29 2017 - 2016-239-OA](#)

[Boards for Open House - 2016-239-OA](#)

[Attendees to Open House](#)

[Minutes from Open House](#)

[PB Recommendation- 2016-239-OA- Downtown Overlay District](#)

[DDA Recommendation 2016-239-OA - Downtown Overlay District](#)

[Article 204D - Downtown Overlay CURRENT CODE 20160404](#)

[Public Notice - 2016-239-OA Downtown Overlay Ordinance Amendment](#)

[Motion Form - 2016-239-OA](#)

[Ordinance - Downtown Overlay District](#)

POTENTIAL ACTION: Adoption of Ordinance #2017-09-03

- b. 2017-96-RZ - Clayton Corners & Town Center Blvd.

Presenter: Planning Department

[Cover - 2017-96-RZ](#)

[Application - 2017-96-RZ Clayton Corners and Town Center Blvd](#)

[Staff Report - 2017-96-RZ Clayton Corners and Town Center Blvd](#)

[Map - 2017-96-RZ Town Center Blvd Rezoning](#)

[Map - 2017-96-RZ Clayton Corners Rezoning](#)

[Neighborhood Meeting Info - 2017-96-RZ](#)

[2017-96-RZ Adjacent Property Letters](#)

[PB Recommendation- 2017-96-RZ Clayton Corners and Town Center Blvd](#)

[Newspaper Ad - 2017-96-RZ](#)

[Consistency & Reasonableness Statement- 2017-96-RZ](#)

[Motion Form - 2017-96-RZ](#)

[Ordinance - 2017-96-RZ](#)

POTENTIAL ACTION: Adoption of Ordinance #2017-09-04

- c. 2017-99-RZ - Capps Tract

Presenter: Planning Department

[Cover Sheet- 2017-99-RZ Capps Tract](#)

[Application- 2017-99-RZ- Capps Tract](#)

[Staff Report - 2017-99-RZ- Capps Tract](#)

[Map - 2017-99-RZ- Capps Tract](#)

[Site Plan- 2017-99-RZ- Capps Tract](#)

[TIA- 2017-99-RZ- Capps Tract](#)

[Neighborhood Meeting Report - 2017-99-RZ -Capps Tract](#)

[Adjacent Property Notification - 2017-99-RZ](#)

[PB Recommendation - 2017-99-RZ Capps Tract](#)

[Newspaper Ad - 2017-99-RZ](#)

[Consistency Statement - 2017-99-RZ Capps Tract](#)

[Motion Form - 2017-99-RZ](#)

[Ordinance - 2017-99-RZ](#)

POTENTIAL ACTION: Adoption of Ordinance #2017-09-05

- d. Development/ Incentive Agreement - 231 E. Second Street

Presenter: Katherine Ross, Town Attorney

[Notice of Public Hearing--231 E Main Street Incentives](#)

[Draft Development/Incentive Agreement - 231 E. Second Street](#)

POTENTIAL ACTION: Approval of Development/Incentive Agreement

6. OLD BUSINESS

- a. Update on Regional Wastewater Pretreatment Facility

Presenters: Adam Lindsay, Town Manager & Katherine Ross, Town Attorney

[Cover - Agreement Regional Wastewater Pretreatment Facility](#)

[DRAFT Agreement - Regional Wastewater Pretreatment Facility](#)

POTENTIAL ACTION: Approval of Agreement By and Between Novo Nordisk and the Town of Clayton

7. NEW BUSINESS

- a. Issuance and Sale of Revenue Bonds to USDA

Presenter: Robert McKie, Finance Director

[COVER SHEET - USDA Bond Resolution](#)

[Resolution - USDA Bond](#)

POTENTIAL ACTION: Adoption of Resolution #2017-25

- b. Funding Application / Intent to Apply

Presenter: Tim Simpson, Public Works Director

- Walnut Creek Outfall Improvements
-

[Resolution - Walnut Creek Outfall Improvements](#)

POTENTIAL ACTION: Adoption of Resolutions #2017-26

8. STAFF REPORTS

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

9. OTHER BUSINESS

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

10. ADJOURNMENT



**The Town of Clayton
Town Council Work Session Meeting Minutes
Monday, August 21, 2017 @ 6:30 PM
Council Chambers**

COUNCIL PRESENT:

Mayor McLeod
Council Member Satterfield
Council Member Lawter
Council Member Holder
Council Member Thompson

STAFF PRESENT:

Adam Lindsay, Town Manager
Nancy Medlin, Deputy Town Manager
Katherine Ross, Town Attorney
Kimberly Moffett, Town Clerk
Tim Simpson, Public Works Director
Dale Medlin, Electric System Director
Byron Poelman, Utility Service Superintendent
Steve Blasko, Street Maintenance Supervisor
Jay McLeod, Senior Planner
Matt Sutphin, Battalion Fire Chief
Rich Cappola, Engineer & Inspections Director
Ann Game, Customer Service Director
Stacy Beard, Public Information Director
John Hamlin, A/Public Information Officer

COUNCIL ABSENT:

Mayor Pro Tem Grannis

1 CALL TO ORDER

Pledge of Allegiance and Invocation

- a) Mayor McLeod called the meeting to order at 6:32 p.m. He led everyone in the Pledge of Allegiance and offered the Invocation.

2 ADJUSTMENT OF THE AGENDA

- a) Proclamation honoring Samuel Robertson was added to Administrative Items.

3 CONSENT AGENDA

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

- a) Warranty Acceptance
- RWAC Eagle Crest, Phase 2B-3
 - Stone Ridge Subdivision, Phase 2 (Final)
 - RWAC Asphalt Overlay Sections: Manning Drive, Payton Drive, Pearson Place, Charleston Lane, Sarazen Drive, Cunningham Lane, Stansbury Lane, Nelson Lane, Boswell Lane and Faldo Ridge
- b) Appointment to Public Art Advisory Board
- Kim Helmer - Filling Vacancy - Term Expiration 12/31/17

ACTION: Adoption of Consent Agenda as Presented

Motion: Council Member Thompson

Second: Council Member Holder

Vote: Unanimous

4 ADMINISTRATIVE ITEMS

- a) Proclamation Honoring Samuel Robertson

ACTION: Place on September 5, 2017 Consent Agenda

5 INTRODUCTIONS AND SPECIAL PRESENTATIONS

- a) Employee Introductions

Presenters: Byron Poelman - Utility Service Superintendent
Dale Medlin, Electric Distribution System Director
Steve Blasko, Street/Property Maintenance Supervisor

RECENTLY PROMOTED EMPLOYEES:

- Tim Callihan - Utility Coordinator
- Brandon Carroll - Utility Compliance Technician
- John Huber - Electrical Crew Leader

NEW EMPLOYEES:

- Jeremy Riddle - Property Maintenance Worker
- Holden Blackmon - Property Maintenance Worker

All employees were introduced by their supervisors and stated they were happy and excited to be part of the Town of Clayton team. Two newly created positions, Utility Coordinator and Utility Compliance Technician, were filled with internal candidates; Tim Callihan and Brandon Carroll. Both Tim and Brandon have been with the town since 2014 and both shared brief overviews of their new positions.

Mr. Medlin introduced John Huber and stated that John is one of the most dedicated hardworking employees he has had the pleasure of working with. Mr. Huber stated he was very appreciative of the opportunity.

Mr. Blasko introduced both Jeremy Riddle and Holden Blackmon. He stated both come to the town with years of experience. Both Jeremy and Holden stated they were very happy to be here in Clayton.

The Mayor and council offered their thanks and appreciation to all.

- b) Fire Advisory Board - Annual Update

Presenter: Matt Sutphin, Fire Advisory Board Chair

Matt Sutphin who serves as the 2017 Chair of the Fire Advisory Board provided the boards annual update to Town Council. He shared information regarding the duties of the board. He also provided information regarding the members

and of the gifts each member brings to the board. He shared hi-lights of recent accomplishments of the board to include the purchase of new apparatus, the new school firefighter program, assistance with the facility study and the donation of a 1993 engine to local municipality in need of the equipment. He stated the board is excited about the future and wants to continue to not just meet but exceed any expectations of the council and community. He shared a personal story regarding the Clayton Fire Department being complimented from a very high ranking well known Fire Chief. He stated that Clayton Fire Department is known as one of the finest departments in the State.

Mayor McLeod stated how very proud he and the council were of the Fire Department and further that Clayton is a model for the State. The Council offered their thanks and appreciation to the Fire Advisory Board as well as all the members of the Fire Department.

Mr. Sutphin shared additional information about the new High School program. This program will start with students in the 9th grade. They will take their regular high school classes along with fire classes. Upon graduation from High School they will attend one semester at Johnston Community College and they will have earned their Firefighter Certification as well as a two year Associate Degree.

- c) Clayton High School Highlight & Preview of Upcoming School Year
Presenter: Bennett Jones, Principal

Mr. Jones shared some details about the previous 13 months and shared many highlights to include a graduation rate of 95.7%, which is the highest rate in the county of any traditional high school. Other highlights included; over \$7 million in scholarships was awarded to the Class of 2017, Math and Biology scores increased by double digits, improved facilities, reduction in dropout from 34 at the end of 2015-16 down to 3 in 216-17, improved work-keys by 3%, athletic programs claimed Wells Fargo cup for excellence, CHS student Nicholas Kraft won Best Actor in DPAC Triangle Rising Starts awards and represented CHS at Jimmy Awards in NYC, Mitch Hall named Army All American in football, Honor Chorus won opportunity to sing on stage with Foreigner, renamed gym in honor of Coach Adams, and coordinated service projects.

He stated moving forward the bar is set high. He stated a total of 32 students have enrolled in the new Fire Science Class. He shared information about the Comet Academy, which will offer a flex schedule and allow students the opportunity to adjust their schedule as necessary to meet the needs of their families and their learning styles. To date 60 students have enrolled. He shared additional information about the Capital Improvement Campaign and expanded opportunities for partnerships and collaboration between local businesses, the town, civic organizations and CHS.

Mayor McLeod stated it was easy to understand why Mr. Jones was selected as Principal of the Year. The Mayor stated that our schools play a vital role in economic development and are the most important factor in bringing folks to

town. The Mayor offered support to CHS for any of their needs. Council Member Satterfield stated it was wonderful to see and hear the enthusiasm that Mr. Jones brings. Council Member Thompson stated he was very proud and encouraged by all he heard this evening. Mr. Jones extended an invitation to visit the school at any time.

d) **Synchronized Streets Presentation**

Presenter: James Dunlop, NCDOT Congestion Management Engineer

Mr. Dunlop provided a PowerPoint presentation regarding "Synchronized" or "Superstreets" projects. He stated the intent is to make all intersections safer and more efficient. He shared information regarding crash reduction rates, delay reductions, signal progression, speed control and superior pedestrian service. He provided detailed data regarding conflict points on conventional and superstreet intersections. He provided figures regarding crash reduction figures and safety impact by collision type for unsignalized Superstreets. He shared information regarding the lessened travel time with the use of Superstreets and shared information about signal progression. He also shared information regarding pedestrian and bicycle accommodation and conflict point reduction.

Council Member Holder asked how soon such a project like this might be able to begin on US 70. Mr. Rickard, CAMPO representative, stated that US 70 had not yet been funded but certainly hoped that funding for a "Superstreet" project on US 70 would occur in the near future. He stated that both 40 and NC 42 have been funded for improvements. He stated that the funding request for a Superstreet project on US 70 would be presented to the CAMPO board in September.

There was lengthy discussion regarding the advantages of Superstreets and Council Member Lawter addressed concerns, which are shared by the entire council, regarding students crossing over US 70 by McDonald's.

Mr. Lindsay offered his thanks to NCDOT for sharing this opportunity to learn more about Superstreets. He cautioned of the possibility of push back from folks and stated there could be some challenges when it comes to change in peoples habits.

6 ITEMS SCHEDULED FOR THE REGULAR MEETING

a) **Building Inspector Position**

Presenter: Rich Cappola, Town Engineer

Mr. Cappola shared information regarding request for the addition of a Building Inspector. He stated that a full time inspector would soon be devoted to the Novo project and this would create a void and the need for an additional inspector. There was discussion and Mr. Lindsay stated this is a new expenditure that was not included in the budget. It was stated that Novo will pay for the dedicated position. Council Member Satterfield questioned if the inspector would be located at the Novo site. Mr. Cappola stated the inspector would have dedicated work space at Novo but would return to the town offices

for meetings, etc. The budgeted amount would cover personnel costs for a period of 10 months.

ACTION: Placed on September 5, 2017 Consent Agenda

b) Inspection Fees

Presenter: Rich Cappola, Town Engineer

Mr. Cappola stated that in reviewing the current processes and fees for the Inspections Department, staff had identified two procedures that did not currently require fees. It is the recommendation of Mr. Cappola that these fees be added to the Comprehensive List of Fees & Charges. Mr. Cappola stated an analysis was done of other municipalities and the current fees they charge for these same services.

Contractor/Sub-Contractor Change Fee - \$50 per General or Sub-Contractor
Conditional Power Fees (Electric/Gas/ etc.) - \$75 per Trade Requested.

ACTION: Placed on September 5, 2017 Consent Agenda

c) Residential Utility Deposit Policy

Presenter: Ann Game, Customer Service Director

Ms. Game requested that the deposit schedules for residents be simplified. She stated the last change to the schedule was made in 2012 and she provided brief background regarding the change made at that time. She shared information regarding current requirement of bank draft and stated she is concerned that unintentionally we may have set folks up to fail and stated we currently are experiencing a 28% increase in the amount of deposits that need to be collected. This equates to increase of increased staff time in collections. Suggestion is that requirement for bank drafting be removed.

Letter of credit would only waive deposits for home owners.

Suggestion is that all residents pay the same deposit(s) as listed below. These figures were based on the average 2016 bill.

Electric - \$250
Water - \$50
Sewer - \$50
Irrigation (if applicable) \$50
TOTAL - \$50-\$400

ACTION: Placed on September 5, 2017 Consent Agenda

d) Variable Credit Card Fees for Utilities

Presenter: Ann Game, Customer Service Director

Ms. Game shared background regarding credit card processor fees. Currently our utility customers pay a \$3.95 convenience fee. However, this fee is not covering the processing fee and we are currently subsidizing the cost. Ms.

Game shared an example of a recent commercial utility \$22,000 bill that was paid with a credit or debit card and the fee charge was the standard \$3.95 convenience fee. The town will have to be responsible for the additional cost of fees associated with this transaction.

Ms. Games is proposing that all utility customers pay a variable fee, which is what non-utility customers currently pay. The fee ranges from 3-5% of the charge and is based on many factors related to the type of card used.

ACTION: Placed on September 5, 2017 Consent Agenda

- e) Development Agreement - 231 E. Second Street
Presenter: Katherine Ross, Town Attorney

Ms. Ross stated discussions have continued and a Public Hearing is being requested to be held on September 5, 2017. Notice will be published.

Council Member Satterfield wanted it noted that he had a significant amount of concern and heartburn with regard to this project.

ACTION: Set Public Hearing for September 5, 2017

- f) 2017-96-RZ - Clayton Corners & Town Center Blvd.
Presenter: Planning Department

Mr. McLeod stated the request is to rezone this property to remove the SUD designation from this location. Staff supports the request.

ACTION: Set Public Hearing for September 5, 2017

- g) 2017-99-RZ - Capps Tract
Presenter: Planning Department

Mr. McLeod provided information request is to rezone property, which is located behind hotel and Clayton Fitness. This requested includes two pieces of land and request to rezone from R-E.

Council Lawter stated in order to be completely transparent, he is employed with Withers Ravenel who is involved with the project. He stated he recuse himself from voting at the Public Hearing.

ACTION: Set Public Hearing for September 5, 2017

7 ITEMS CONTINGENT FOR THE REGULAR MEETING

8 ITEMS FOR DISCUSSION

9 ITEMS REQUIRING ACTION

(In order for any action to be taken during a Work Session, a motion must be made and seconded to suspend the rule to allow action to be taken.)

10 OLD BUSINESS

11 STAFF REPORTS

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

12 OTHER BUSINESS

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

13 ADJOURNMENT

- a) With there being nothing further, the meeting was adjourned at 7:50 p.m.

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

Jody L. McLeod
Mayor

ATTEST:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk

August 21, 2017
Minutes

Town of Clayton
Amendment to the Comprehensive
List of Fees and Charges
Inspections Department Fees

BE IT HEREBY APPROVED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON, NORTH CAROLINA, THAT THE FOLLOWING SHALL BE AMENDED TO ITS COMPREHENSIVE LIST OF FEES AND CHARGES:

Inspections Department

Update for Permits	\$150
ADD: Contractor Change	\$ 50
Service Change Inspection	
ADD: Conditional Service (Electric, Gas, Etc.)	\$ 75

Duly adopted this 5th day of September 2017 while in regular session.

Jody L. McLeod
Mayor

ATTEST:

Kimberly A. Moffett
Town Clerk

Town of Clayton
Amendment to the Comprehensive
List of Fees and Charges
Residential Utility Deposits

BE IT HEREBY APPROVED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON, NORTH CAROLINA, THAT THE FOLLOWING SHALL BE AMENDED TO ITS COMPREHENSIVE LIST OF FEES AND CHARGES:

Residential Utility Deposit Information

- A. Account History Waiver: PROPERTY OWNERS ONLY** Customer must provide at time of establishing service: proof of social security number, valid photo ID and a **letter of credit** from current utility provider demonstrating good payment history defined as: **no** late payments, **no** returned checks, **no** returned drafts and **no** disconnects for nonpayment within the immediate preceding 12 months.*
- B. Deposit without Account History Waiver:** Customer must provide at time of establishing service: proof of social security number, valid photo ID and deposit (listed below);

Electric	\$250
Water	\$50
Sewer	\$50
Irrigation (if applicable)	\$50
TOTAL	\$50-400

Home Owners: The deposit shall be refunded by written request after 12 months of demonstrated good payment history defined as: no late payments, no returned checks, no returned drafts and no disconnects for nonpayment within the first 12 months of service.

Renters: All renters shall have their deposit applied to the balance of the account at closing prior to any refunds being issued.

If the utility account is closed, either by customer choice or due to non-payment, the deposit will be applied to the balance prior to any refunds being issued.

C. **High Risk Deposit:** Customer must provide at time of establishing service: valid photo ID and deposit (listed below); the customer declines to provide proof of social security number.

Electric	\$800
Water	\$120
Sewer	\$120
Irrigation (if applicable)	\$120
TOTAL	\$120- 1160

The deposit shall only be refunded, net of any outstanding bill, at the time of account closing.

NO EXCEPTIONS

Duly adopted this 5th day of September 2017 while in regular session.

Jody L. McLeod
Mayor

ATTEST:

Kimberly A. Moffett
Town Clerk

ANNEXATION PETITION 2017-141-ANX
Grand Plaza, LLC (Lidl)
Parcel: 05G01199B
Owners: Grand Plaza, LLC
Contiguous; 3.42 +/- 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 August 21, 2017, 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 5th day of September 2017, while in regular session.

Jody L. McLeod,
Mayor

Kimberly A. Moffett, CMC, NCCMC
Town Clerk

Proclamation

Honoring The Life of Samuel E. "Sam" Robertson, Life-Long Clayton Resident

WHEREAS, On September 24, 1917, Battle Moore Robertson and Claudia Robertson welcomed their youngest child, Sam into the world in Clayton, North Carolina; and

WHEREAS, Sam grew up in Clayton graduating from Clayton High School, thereafter attending Randolph Macon Academy and Duke University; and

WHEREAS, Sam was drafted by the Army Air Force in 1943, and served during World War II as a ball turret gunner strapped in the belly of the B-17 Flying Fortress manning two, 50 caliber machine guns; and

WHEREAS, Sam flew 18 bombing missions over Germany and several humanitarian missions dropping food and supplies to civilians in the Netherlands; and

WHEREAS, On one occasion, Sam was stuck in the turret as a result of German flack, unable to exit the turret prior to landing, resulting in an aversion to seat belts and a physician's excuse from wearing a seat belt, which he carries with him while driving each day; and

WHEREAS, following the war, Sam returned home, joined the family business, B.M. Robertson Mule Company, where he still "works", married Elizabeth "Betsy" Avera, raised two fine children, Elizabeth R. "Betty" Goodwin and John William Robertson, and became an essential part of the fabric of the town of Clayton; and

WHEREAS, Sam, a life-long, loyal member of Horne Memorial Church, has lived a quiet daily life characterized by devotion to his faith, family, and friends, hard work, honesty, humility, and humor, influencing countless people by his life of service to our country and community, and is a living example of our State motto, "*Esse quam videri*", (To be, rather than to seem); and

WHEREAS, the Town of Clayton wishes to honor Sam Robertson on the occasion of his 100th birthday for his service to our country and the Town of Clayton by his example, and his indelible impact on the town and its Citizens, and the quality of life we enjoy.

NOW THEREFORE, BE IT HEREBY RESOLVED that the Town of Clayton hereby honors Sam Robertson as a treasure to this community for his exemplary life well lived and its indelible impact on the Clayton community.

Duly adopted this the 5th day of September, 2017.

Jody McLeod
Mayor



Town Council Agenda Cover Sheet

Meeting Date

September 5, 2017

Agenda Location

Introductions & Special Presentations

Item Title

2017 Clayton High School Homecoming Parade

Presenter *(Name & Title)*

Bennett Jones, Principal

Summary/Description

This presentation is to request a rolling closure of Main Street, Second Street, Fayetteville Street and Lombard Street as the parade passes through on September 19th from 6:30-7 p.m.

Requested Action

Approval

Additional Documents To Be Included in Agenda Packet



Town Council Agenda Cover Sheet

Meeting Date

September 5, 2017

Agenda Location

Public Hearings

Item Title

2016-239-OA, Downtown Overlay District, Ordinance Amendment

Presenter (Name &

Title)

Planning Dept.

Summary/Description

Proposed amendments to the text of the Unified Development Code, Title XV, §155, relating to the regulation of uses and development standards in the Downtown Overlay District (§155.204(D)).

Requested Action

Approval

Additional Documents To Be Included in Agenda Packet

Application

Staff Report

Open House Meeting Materials and

Minutes Existing Code

Proposed Code (strikethrough/underline)

Downtown Development Association

Recommendation Planning Board

Recommendation



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

ORDINANCE AMENDMENT APPLICATION

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

Application Fee: TBD

Advertisement Fee: \$100.00

All fees are due when the application is submitted.

AMENDMENT INFORMATION

Project Name: Downtown Overlay District code revision

Existing title of Code Section(s): Downtown Overlay District

Code Section Number(s): Title XV, Article 155.204(D)

APPLICANT/CONTACT INFORMATION

Applicant: Planning Department, Town of Clayton

Mailing Address: PO Box 879, Clayton, NC 27528

Phone Number: 919-553-5002

Fax: _____

Contact Person: Jay McLeod

Email Address: jwmcLeod@townofclaytonnc.org

DESCRIPTION OF REQUESTED CHANGES

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

Revise and update the Downtown Overlay District regulations, in conjunction with a concurrent revision of district's geographic area as well.

FOR OFFICE USE ONLY

Date Received:

NOV 18 2016

Amount Paid: N/A, Town initiated.

File Number:

2016-239-0A

Version 05/10/2016

Page 1 of 2

REQUIRED INFORMATION (to be submitted with the application)

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

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

APPROVAL CRITERIA

All applications for Ordinance Amendment must address the following criteria:

1. The extent to which the proposed text amendment is consistent with the remainder of the chapter, including specifically, any purpose and intent statements.
The revisions will further codify regulations and elaborate on the intent of the section, which protects the character of the downtown.

2. The extent to which the proposed text amendment represents a new idea not considered in the existing chapter, or represents a revision necessitated by changing circumstances over time.
The proposed changes add clarity and substance to the section, and represents an evolution of the district.

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

4. Whether or not the proposed text amendment revises the chapter to comply with state or federal statutes or case law.
Does not apply. The revisions do not violate any existing laws.

APPLICANT AFFIDAVIT

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

Jay McLeod, Senior Planner
Print Name


Signature of Applicant

11/17/2016
Date



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

*Planning Board
May 22, 2017*

STAFF REPORT

Application Number: 2016-239-OA

Project Name: Downtown Overlay District Update (Ord. Amendment)

Applicant: Town

Public Noticing:

- Newspaper ad posted prior to July 5, 2017

REQUEST: Request to make amendments to the text of the Unified Development Code, Title XV, §155, relating to the regulation of uses and development standards in the Downtown Overlay District (§155.204(D)).

SECTIONS PROPOSED FOR AMENDMENT:

The following section(s) of Title XV, Chapter 155 are proposed for amendment:

- 204(D) "Downtown Overlay District"

STAFF ANALYSIS AND COMMENTARY:

Overview

The stated purpose of the Downtown Overlay District is to:

- Promote economic vitality
- Foster an attractive and vibrant downtown
- Protect the unique character of downtown
- Support existing businesses
- Encourage new businesses

This amendment is an extensive and novel re-imagining of the Downtown Overlay District (DOD). The current DOD only provides restrictions on signage and promotional banners. This proposed update includes changes to designation and boundary, permitted uses, sign regulations (including some relaxations of signage requirements), dimensional regulations (setbacks, etc.), development standards (parking and landscaping requirements, on-street parking, building materials and design), district character and architecture, and development incentives and disincentives (outdoor dining, density, development fees, demolition waiting period).

Page 1 of 2

The existing Downtown Overlay District boundary is also proposed for modification and is being processed as part of a separate, concurrent application (2016-209-RZ) updating the zoning overlay districts. The proposed boundary changes have been designed to better reflect the properties that would benefit from additional or relaxed regulation (depending on the case) in relation to their downtown character and location.

Approval Criteria:

- **Consistency with remainder of the Chapter**
The request is consistent with the remainder of Chapter 155 and the Town Code of Ordinances.
 - **Novelty of the request**
The request does introduce novel changes to the Downtown Overlay District, but is part of a previously-envisioned code amendment that started when the DOD boundary was originally created.
 - **Correction of existing errors**
n/a.
 - **Compliance with state or federal statutes or case law**
The request is consistent with all known state, federal, and case laws.
-

CONSIDERATIONS

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

STAFF RECOMMENDATION:

Staff recommends approval.

CONDITIONS:

No Conditions recommended.

ATTACHMENTS:

- 1) Application
- 2) Draft Ordinance Amendment, in strikethrough/underline.



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

MEMORANDUM

Date: July 11, 2017
To: Town Council
From: Planning Staff
Subject: **Notice of changes to proposed Downtown Overlay District, 2016-239-OA**

Since the June 19, 2017 Town Council work session meeting, some minor changes have occurred to the proposed modification to the Downtown Overlay District (§155.204(D)), including:

- Added clarification to the permitted uses, (2)(b)1.
- Clarification to when parking is required to be formalized, (5)(b)1.A.
- Clarification to when new sidewalk width is required, (6)(a)2.
- Clarification to restrictions on faux windows and security bars, (6)(a)10.D. and E.

These changes are included in the agenda packet materials to be presented at the July 17, 2017 Town Council work session meeting.



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

MEMORANDUM

Date: August 14, 2017
To: Town Council
From: Planning Staff
Subject: **Notice of changes to proposed Downtown Overlay District, 2016-239-OA**

Since the last Town Council work session meeting where a public hearing date was set, two minor clarifications have occurred to the draft language of the Downtown Overlay District ordinance amendment for §155.204(D):

- one sentence was added at §155.204(D)(5)(b)(2)(iv) clarifying that publicly accessible on-street parking may be counted toward meeting the guest parking space requirement for multi-family residential developments.
- clarified the language at §155.204(D)(5)(b)(3)(A) describing how the reduced parking requirement for non-residential uses should be interpreted.

These changes are present in the draft ordinance (Draft #8) included in the agenda packet materials to be presented at the September 5th, 2017 Town Council hearing.



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

MEMORANDUM

Date: August 29, 2017
To: Town Council
From: Planning Staff
Subject: **Notice of changes to proposed Downtown Overlay District, 2016-239-OA**

Since the last Town Council work session meeting where a public hearing date was set, three clarifications have occurred to the proposed language of the Downtown Overlay District ordinance amendment for §155.204(D):

- one sentence was added at §155.204(D)(5)(b)(2)(iv) clarifying that publicly accessible on-street parking may be counted toward meeting the guest parking space requirement for multi-family residential developments.
- clarified the language at §155.204(D)(5)(b)(3)(A) describing how the reduced parking requirement for non-residential uses should be interpreted.
- removed the incentive relating to restructured wastewater fee collection within the district.

These changes are present in the draft ordinance (Draft #8) included in the agenda packet materials to be presented at the September 5th, 2017 Town Council hearing.



Our Downtown is a Treasure

*Downtown is a place where people and businesses thrive.
It's the economic, social, and civic center of our community.
How can we foster a downtown environment that caters to people and businesses?*

Purpose:

- Foster a vibrant, attractive downtown
- Promote economic vitality
- Protect the unique character of downtown
- Support existing businesses
- Encourage new businesses and redevelopment

Cater to the Public:

- Encourage
 - Dense residential to support a vibrant commercial district
 - Pedestrian-oriented businesses on Main Street
 - Window shopping, restaurants, and retail on the ground floor
 - Offices, services, and residential on upper floors
 - Dining and socializing, especially outside dining
- Discourage (on Main Street)
 - Auto-oriented businesses, including drive-thru's
 - "By appointment only" businesses on the ground floor
 - Anything that does not represent downtown as high quality

Signs:

- Pedestrian-scale is emphasized
- Must be high quality
- Easier to have certain sign types – i.e. flags
- Inappropriate sign types restricted – i.e. drive-thru menu boards

Window shopping is good for all businesses



Ground floor businesses should engage the general public



High quality, festive signage brings streets alive





Why Do We Love Our Downtown?

The heart of Clayton is downtown - a place for people to socialize, play, shop, relax, and live. Relationships are built and families are raised by the sidewalks and shops of downtown.

Buildings create a visual corridor that encourages people to walk one more block "just to see..."



Research shows...

The top 3 things that encourage people to walk and window shop are:

1. Large, transparent storefront windows
2. Active uses on the first floor
3. Continuous building frontage on the street

Setbacks and Sidewalks:

- Allowing buildings to be placed closer together creates a walkable destination for shoppers, residents, and visitors
- Proper setbacks pull storefronts up to the street to maintain pedestrian interest and a unified visual corridor
- Wider sidewalks create a comfortable setting that allows outdoor dining and seating, socializing, and shopping

Downtown streets are made for people first, but still accommodate cars



Neighborhood Character:

- Two-story buildings frame an active street
- Storefront windows showcase wares
- Materials to match existing character
 - Brick, masonry, cast stone, or similar on Main Street
- Primary streets lined with formalized on-street parking
- Landscaping and parking requirements are relaxed to allow more dense development
- Parking lots in the rear

Brick storefronts and parapet roofs contribute to the small-town Main Street feel





What Does This Mean For Me?

The ideal downtown balances the needs, desires, and costs of creating a special place where everyone prospers more when we all work together.



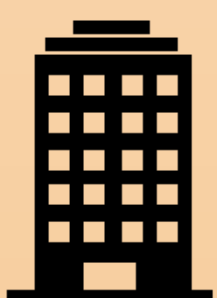
Business Owners and Tenants:

- Waived water/wastewater fees maximizes opportunities for expansion
- Ground floor businesses on Main Street must engage shoppers and the public
- High quality, on-street dining is encouraged
- Signs must be high quality and scaled to pedestrians
- Increased residential densities allow more customers to be closer to the businesses they love



Property Owners:

- Increased densities and intensities will expand redevelopment opportunities
- Access to funding sources for building improvements
- Waived water/wastewater fees maximizes opportunities for expansion
- Activating ground floor spaces bolsters a vibrant downtown
- New development will compliment existing – secures your investment
- Demolition of historic structures is discouraged



New Buildings and New Development:

- Increased densities and intensities will expand redevelopment opportunities
- Design standards mimic existing character
- Setbacks emphasize the pedestrian environment
- On-site parking requirements are offset by on-street and public parking lots
- High quality materials and design are required
- Landscaping and parking requirements are relaxed to allow more dense development



Residents of Clayton:

- Bolsters a vibrant and active downtown
- More outdoor dining, activities, and street life
- Nurtures downtown's unique and historic character
- Encourages opportunities for new development and re-investment, including high density residential to support downtown businesses
- Fosters a pleasant downtown experience

DOWNTOWN OVERLAY DISTRICT OPEN HOUSE

Wooten Room - March 30, 2017 - 6:00 p.m.

	NAME	ADDRESS
1	Stacy Beard	Town of Clayton Public Information Officer
2	Judy Barker Edwards	116 East Front St, Clayton, MO
3	Sandy STEPHENSON	505 E. MAIN ST.
4	Rob Bal	327 E. Main St.
5	Pam Baumgartner	
6	Joyce Thompson	315 Cassette Dr. Clayton, MO
7		
8	Vicki Raul	210 East Front Street
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DOWNTOWN OVERLAY DISTRICT OPEN HOUSE

Wooten Room - March 30, 2017 – 6:00 p.m.

	NAME	ADDRESS
22	JAY McLEOD	TOC, Planning Dept. (staff)
23	DAVE DeYoung	TOC, Planning Dept. (staff)
24	Paul Gorman	468 E 2nd St.
25	Jersey Blackley	229 E Main St. Clayton
26	Ernest Blackley	229 E Main St. Clayton
27	Donovan Spence	331 Hereford Dr, Clayton
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DOWNTOWN OVERLAY DISTRICT OPEN HOUSE

Wooten Room - March 30, 2017 – 6:00 p.m.

	NAME	ADDRESS
42	Kaitlin Russo	TOC, Planning Dept. (staff)
43	Paralee Smith	TOC
44	Dan Wooten	Clayton Chamber
45	Stewart McLeod	PO Box 1313 27525
46	Butch Lawler	467 E 2nd St
47	Thilp Edwards	408 E. main Street
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NEIGHBORHOOD MEETING SUMMARY FORM

FILL OUT THE FOLLOWING:

Application: Downtown Overlay District map boundary update (2016-209-RZ) and
Downtown Overlay District Ordinance Amendment (2016-239-OA)

Date of Mailing: March 13th, 2017

Date of Meeting: March 30, 2017 Time of Meeting: 6:00pm

Location of Meeting: The Clayton Center (Wooten Room), 111 E 2nd St, Clayton, NC

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

Printed Name: Laura Gray

Signature:



Meeting Summary/Minutes:

Discussion of proposed downtown overlay district boundary:

- Extend boundary to include adjacent B-1 and B-2 properties on Main Street (near Robertson St) and on Lombard Street (near Horne St). Modifications to the boundary will result.
- Discussion of what would be necessary for property owners to either include or exclude their properties in the future → explained that it would be a standard rezoning application, and subject to Council approval.

Explained to owners of existing residential properties how the district would affect them → very little effect, unless they decide to redevelop (in which case it would add value and versatility to the property).

Explained to owners how it would affect their existing nonresidential properties → incentives regarding expanding operations, funding available, architectural/design standards, relaxed parking and landscaping requirements, etc.

Discussed the proposed restriction on ground floor uses on Main Street – that they must be active, pedestrian-oriented, and accessible to the general public. Active uses compliment other ground floor uses and create a vibrant business district. Non-active uses are not excluded from the district, but are relegated to 2nd floor spaces or not on Main Street. This answer satisfied the inquirer.

Concern was expressed about if the Town would demolish non-conforming buildings → that will not happen. In fact, demolishing existing historic structures is discouraged in the overlay, where renovation and re-use are preferred.

Support was voiced for incentivizing redevelopment of vacant or underutilized properties.

TOWN OF CLAYTON
PLANNING BOARD WRITTEN RECOMMENDATION
ORDINANCE AMENDMENT
(ORDINANCE AMENDMENT)

Downtown Overlay District Update
2016-239-OA

On May 22, 2017, the Planning Board heard the above-referenced request and made the following vote:

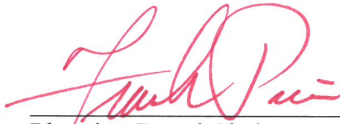
Recommendation to the Town Council to

☒ approve the request;

☐ deny the request.

Recommendation(s) made this 22 day of May 2017 while in regular session.

Signed:



Planning Board Chair

**TOWN OF CLAYTON
DOWNTOWN DEVELOPMENT ASSOCIATION
WRITTEN RECOMMENDATION
ZONING ORDINANCE AMENDMENT
(Rezoning or Text Amendment)**

2016-239-OA, Downtown Overlay District, Ordinance Amendment

On April 10, 2017 the Downtown Development Association heard the above-referenced request and made the following vote on the above-referenced case:

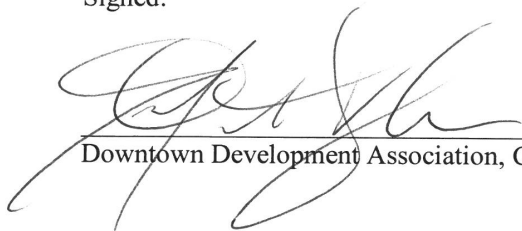
Recommendation to Town Council to:

☒ approve

☐ deny

Recommendation(s) made this 10 day of April while in regular session.

Signed:


Downtown Development Association, Chair

ARTICLE 2: ZONING DISTRICTS

§ 155.204 OVERLAY DISTRICT STANDARDS

(D) DOWNTOWN OVERLAY DISTRICT

The Downtown Overlay District is established for the purpose of fostering the economic vitality of the area within the district's boundaries. It is recognized that a vibrant downtown promotes the economic development and stability of the entire community. The standards established herein shall be applied to all nonresidential properties which are located within the district's boundaries.

(1) **Designation of Downtown Overlay District**

This district shall be an overlay district and shall include all commercially zoned properties located within the Downtown Overlay District of the Town Zoning Map.

(2) **Permitted Uses**

All permitted, special and conditional uses of the underlying zoning district are allowed subject to the specific requirements and procedures for each classification.

(3) **Dimensional Requirements**

The dimensional requirements of this Overlay District shall be the same as the underlying zoning district.

(4) **Sign Regulations**

(a) ***Easels***

Easels shall be permitted within the Downtown Overlay District provided that there is a minimum of five feet of sidewalk clearance. Easels shall be uniform in size (maximum six square feet) and type as selected by the Town Downtown Development Association. Easels will only be allowed during business hours. Only one easel shall be allowed per business.

(b) ***Window Signs***

One 11-inch by 17-inch window sign or two 8 1/2-inch by 11-inch window signs shall be permitted per business per street frontage. Changeable letter signs shall be prohibited in the Downtown Overlay District except for "historic signs."

(c) ***Promotional Banner***

1. Promotional banners not exceeding 12 square feet shall be permitted in the Downtown Overlay District for periods of up to 14 days. Promotional banners shall be allowed a maximum of four times per year. All promotional banners must

be reviewed and approved by Planning Director and a permit must be issued. Promotional banners must be removed immediately following the 14-day period.

2. Religious, governmental, civic, and bona fide nonprofit organizations may display a single promotional banner within or over a public right-of-way for a period not to exceed 14 days, subject to the issuance of a permit by the Planning Department. Such banner shall be erected by the Town in a manner which does not endanger the public use of said right-of-way. No organization may erect a promotional banner under the terms of this section more than twice in a 12 month period

(d) ***Decorative Flags and Banners***

Decorative flags and banners shall be reviewed and approved by the Planning Director. Holiday decorations may be installed for a maximum period of seven weeks. Seasonal banners must correspond to the appropriate season.

(Ord. 2005-11-02, passed 11-21-05; Am. Ord. 2012-01-04, passed 1-3-12; Am. Ord. 2012-04-02, passed 4-2-12; Am. Ord. 2012-12-02, passed 12-3-12; Am. Ord. 2012-12-04, passed 12-3-12; Am. Ord. 2014-06-10, passed 6-16-14; Am. Ord. 2016-04-04, passed 04-04-2016)

PUBLIC NOTICE

In accordance with NC GS 160A-364, the Clayton Town Council will hold a public hearing on Monday, August 7, 2017, at 6:30 PM in the Council Chambers at the Clayton Center, 111 E Second Street, to consider the following proposed amendment to the Unified Development Code. Copies of the proposed amendments are available in the Planning office and the Town Clerk's office for review by the public.

- 2017-239-OA Downtown Overlay District Ordinance Amendment; request to make amendments to the text of the Unified Development Code, Title XV, §155, relating to the regulation of uses and development standards in the Downtown Overlay District. Specifically, section §155.204(D)) "Downtown Overlay District" is proposed for amendment.

The public is invited to attend.

Jay McLeod, Planner
919-553-5002

Clayton News Star

Please advertise on the following dates:

July 26, 2017
August 2, 2017

Affidavit of publication required.

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

After considering the recommendations of the
Planning Board and Planning Director, I move to
[approve OR deny] **#2016-239-OA – Downtown
Overlay District**

[IF APPROVING]

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

**MOTION FORM
ITEM 5a
2016-239-OA – Downtown Overlay District**

TOWN OF CLAYTON
Amendment to the Code of Ordinances - Chapter 155 - Overlay District
Standards Unified Development Ordinance

BEING HEREBY ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON, NORTH CAROLINA, to amend Chapter 155, Section 204 with the following:

§ 155.204 OVERLAY DISTRICT STANDARDS

(D) DOWNTOWN OVERLAY DISTRICT

The Downtown Overlay District is established for the purpose of fostering the economic vitality of the area within the district's boundaries. It is recognized that an attractive and vibrant downtown promotes the economic development and stability of the entire community. The uses, character, and design of the public and private realm all contribute to the success of the downtown. The standards established herein shall be applied to all ~~nonresidential~~ properties which are located within the district's boundaries.

(1) Designation of Downtown Overlay District

This district shall be an overlay district and shall include all ~~commercially-zoned~~ properties located wholly or partially (20% or more) within the Downtown Overlay District of the Town Zoning Map.

(2) Permitted Uses

(a) All permitted, special, and conditional uses of the underlying zoning district are allowed subject to the specific requirements and procedures for each classification, subject to the following modifications.

(b) All nonresidential tenants, businesses, uses, and activities on the ground (first) floor of a building which front on Main Street shall be responsive to and provide services, goods, or otherwise engage in business with pedestrians and the general public. More specifically, the following use types are prohibited on the first floor (street level) of Main Street, with the Planning Director responsible for ultimate interpretation:

1. Businesses which exclusively engage in "by appointment only" clientele or do not have active reception areas which accept walk-in customers;
2. Residential uses. This does not include ancillary facilities, such as lobbies which serve upper story residential uses;
3. Drive-thru facilities;

(3) Sign Regulations

The following criteria modifies, but does not replace, the text of §155.403 "Signs", and may be either more or less restrictive.

(a) All signs allowed in the Downtown Overlay District, with the exception of Window / Door Signs, Awning / Marquee / Canopy Signs, and Flags, shall have at least one distinguishing architectural or design feature, including but not limited to one of the following:

- 1.Exterior illumination with decorative lighting fixture;
- 2.Decorative or architectural mounting bracket;
- 3.Decorative border design that deviates from a standard rectangle;
- 4.Or some other design feature or embellishment that distinguishes the sign as high quality and enhancing of the downtown streetscape.

(b) **Illumination**

Illumination of sign shall not be restricted based on proximity to residential uses, but rather by the business hours of the use.

(c) **Clearance**

- 1.The minimum required clearance for any overhead sign, awning, or canopy is seven feet (7').
- 2.The minimum required horizontal clearance is 5', to allow for adequate pedestrian movement on the sidewalk.

(d) **Prohibited Signs**

Except for "Historic Signs", the following additional signs shall be prohibited in the Downtown Overlay District:

- 1.All signs designated in §155.403(E) "Signs Prohibited";
- 2.Electronic Changeable Copy Signs;
- 3.Freestanding Signs that cannot meet the setback criteria;
- 4.Billboards;
- 5.Manual Changeable Copy Signs, unless associated with a theater, assembly, or a church;
- 6.Drive-Thru Menu Boards;

~~(a)~~(e) ***Promotional Banners and Seasonal Displays***

1. Small window posters advertising upcoming special events, sales events, or other such seasonal information are allowed on ground-floor storefront windows without requirement for a sign permit. A maximum of one 24"x36" poster, or two

18"x24" posters are allowed per storefront, and these posters must be relevant and current.

- ~~1. Promotional banners not exceeding 12 square feet shall be permitted in the Downtown Overlay District for periods of up to 14 days. Promotional banners shall be allowed a maximum of four times per year. All promotional banners must be reviewed and approved by Planning Director or their designee and a Temporary Sign Permit must be issued. Promotional banners must be removed immediately following the 14-day period.~~
- ~~2. Religious, governmental, civic, and bona fide nonprofit organizations may display a single promotional banner within or over a public right-of-way for a period not to exceed 14 days, subject to the issuance of a permit by the Planning Department. Such banner shall be erected by the Town in a manner which does not endanger the public use of said right-of-way. No organization may erect a promotional banner under the terms of this section more than twice in a 12 month period~~

(b) *Decorative Flags and Banners*

~~— Decorative flags and banners shall be reviewed and approved by the Planning Director or their designee.~~

~~— Holiday decorations may be installed for a maximum period of seven weeks per holiday, and shall be otherwise regulated by §155.403 "Signs".~~

~~Seasonal banners must correspond to the appropriate season.~~

(e)(f) *Easels / Sandwich Boards / A-Frame Signs*

- ~~1. Easels / Sandwich Boards / A-Frames Signs shall be permitted within the Downtown Overlay District provided that there is a minimum of five feet of sidewalk clearance.~~
- ~~2. Easels / Sandwich Boards / A-Frames Signs shall be a maximum of six square feet in area (per side) and type as determined by the Downtown Development Association.~~
- ~~3. Easels / Sandwich Boards / A-Frames Signs shall be a maximum of three feet in height.~~
- ~~3. Easels are only allowed Easels / Sandwich Boards / A-Frames Signs shall only be displayed during business hours, and may not be attached to anything else.~~
- ~~4. Easels / Sandwich Boards / A-Frames Signs shall be constructed of quality frame materials, such as decorative metal or wood; plastic shall not be allowed.~~

(d) *Window / Door Signs*

- ~~1. One 11-inch by 17-inch window sign or two 8 1/2-inch by 11-inch window signs shall be permitted per ground floor business per street frontage. These shall not be permitted for windows above the ground floor. These shall not count toward the total allowable sign face area for the site.~~

(e) ***Changeable Copy Signs***

Changeable letter signs shall be prohibited in the Downtown Overlay District except for "historic signs."

(g) **Wall / Fascia Signs**

1. All tenants not on the ground floor and located within the same building with units accessed internally may only utilize a Tenant Identification Sign (§155.403(G)(9)).
2. A wall sign designed and functioning as a larger version of a tenant identification sign (advertising for some or all on-site tenants) may be permitted provided that it:
 - A. Adheres to the dimensional requirements of a wall sign, and
 - B. Each tenant may not be advertised more than once per façade, if they are included on the modified wall sign.

(h) **Flags**

1. Angled- or horizontally-projecting flagpoles may encroach into the right-of-way with an approved sign permit, although they must remain 3' from the back of curb. Permission from NCDOT may be required, depending on ownership of the right-of-way.
2. Only one flagpole per building or site is allowed, with a minimum required frontage as follows:
 - A. One angled- or horizontally-projecting flagpole allowed for buildings with 25 feet of building frontage
 - B. One vertically-projecting flagpole allowed for buildings with 150 feet of building frontage.
3. An exemption to the maximum number of flags and clearance requirements is that each ground floor entrance may have one small flag (2 sq. ft. per side) projecting from adjacent to the door.

~~(3)~~**(4) Dimensional Requirements**

- (a) The purpose of modified setbacks on Main Street in the Downtown Overlay District is to provide adequate room for outdoor seating and dining, display of wares, an

enhanced pedestrian realm, and create space for an active street life, while also continuing a unified visual building frontage along the street. This is in addition to the standard purpose for enforcing setbacks in the Town.

(b) Setbacks and build-to lines for nonresidential and mixed use zoning districts:

1. The dimensional requirements of this Overlay District ~~shall be~~ are the same as the underlying zoning district, with the following modifications to setbacks and dimensional standards on that portion of Main Street that is within the Downtown Overlay District, and properties on side streets that are within 50' of Main Street.

A. Minimum and maximum setbacks are established on properties that front on roads, sidewalks, or public rights-of-way:

i. A minimum setback line is established at 12' from back of curb.

ii. A maximum setback line is established at 14' from back of curb.

iii. The Planning Director may allow an alternate building setback that pulls the building or a portion thereof closer to the street to provide consistency with adjacent properties and continue an established streetscape rhythm.

iv. The Planning Director may waive the maximum setback requirement in order to preserve the historic character or landmark status of an existing building, or to preserve the character of a park or public square.

v. Architectural, landscaping, or other site elements may still be required as part of the site plan to continue the appearance of a unified frontage with neighboring buildings.

B. 70% of the first and second floor street-facing façades or storefronts for all new, retrofit, and infill development shall be located within the minimum and maximum setback lines established above, with allowances provided for decorative, recessed or projected entries, balconies, or window treatments that are in accordance with other parts of this Section.

C. If a building is set back further than neighboring buildings, some design element should be incorporated in front of the first floor façade, such as knee wall, first floor roof projection designating outdoor seating area, or other architectural element or design feature that continues the streetscape rhythm of neighboring buildings.

(5) **Development Standards**

The following criteria modifies, but does not replace, the text of §155.400 "Access", §155.401

Ordinance #2017-09-03

“Off-Street Parking and Loading”, §155.402 “Landscaping, Screening, and Buffering”.

- (a) Widths of access ways, as described in Table 4-1 “Dimensional Standards of Access Ways”, may be reduced to match the dimensions of existing streets in the Downtown Overlay District, with approval by the Planning Director, Engineering Director, and Fire Marshal as part of the standard review of individual development projects.

(b) Parking Requirements

1.General:

- A.Any new construction in the Downtown Overlay District with frontage on a public right-of-way shall be required to formalize on-street, parallel parking, along the frontage(s) of the property, including landscaped bump- outs at intersections. Adjacent on-street parking spaces may count toward meeting the parking requirement for a site.
- B. All parking spaces within the Downtown Overlay District shall be paved. Permeable paving may be allowed if approved by the Planning Director and Town Engineer. No grass, gravel, dirt, or other surfaces are allowed.

2.Residential off-street parking

- A.Residential off-street parking requirements may be met satisfied with off- site parking, subject to Planning Director approval, provided the following are met:
 - i.The off-site parking area is in proximity to the parcel on which the residential dwellings are located;
 - ii. The off-site parking spaces are designated as reserved for the residential units which they serve;
 - iii. Required handicap parking spaces are located as close as possible to the residential dwellings;
 - iv. Required guest spaces may utilize adjacent on-street parking, to the extent that it is feasible and that those spaces remain publicly accessible.
 - v.All other relevant conditions of §155.401(C)(3)(c), “Off-site parking”, are met.

3.Nonresidential development and uses:

- A.The number of required vehicular parking spaces shall be reduced to 50% of that designated in Table 4-2 “Minimum Off-Street Parking Requirements”. In no case shall the requirements listed in Table 4-2 be exceeded by 125%. Standalone multi-story parking decks, parking structures, or similar that serve an area greater than their own development are exempt from this requirement.
- B. New construction shall have the opportunity to provide bicycle racks on site or pay fee-in-lieu. Minimum bicycle parking requirements for nonresidential uses may be paid as fee-in-lieu, as specified in the Comprehensive List of Fees and Charges. The fee-in-lieu will be used to provide appropriate bicycle infrastructure and parking facilities in the public right-of-way and on public

property in downtown.

(c) Landscaping, Screening, and Buffering Requirements

1. In the district, the Planning Director may allow a new use to be established or an existing use to be expanded, even if all landscaping, screening, and buffering requirements cannot be met, provided that as much landscaping, screening, and buffering as can be reasonably provided is provided.

2. In the district, site interior landscaping (per §155.402(D)(1) "Interior Landscaping") may be reduced as follows.

A. Reduced by 75% in the B-1 zoning district.

3. All landscaping shall be designed to reduce unsafe areas of limited visibility.

4. Berms may not be used for required screening.

5. Landscape buffers or opaque visual screening, except that used for screening parking areas to a maximum height of 3', shall not be required along any public right-of-way.

6. Fences or walls not used for required screening or for providing security for a parking area shall be limited to 4' in height. This requirement does not apply to single family residential, duplexes, or townhomes. Chainlink fencing is prohibited.

7. Plastic, vinyl, and similar low quality materials are prohibited for planters and window boxes.

8. Street trees:

A. At the discretion of the Planning Director, street trees shall be required along all public rights-of-way at a rate of one per 40 linear feet or at an interval that mimics the existing tree placement in that area.

B. Street trees shall occur at appropriate, coordinated locations within public rights-of-way and may involve metal tree grates or other treatments to match the streetscape and design palette of downtown.

9. Subject to Planning Director approval, the following may be approved:

- A. Modifications to the required amount of site interior landscaping materials, in zoning districts where the maximum allowed impervious area infringes on site area available for landscaping.
- B. Understory tree species may be substituted for up to half of the required canopy trees. This includes trees required as part of overlay districts, site interior landscaping requirements, parking lot landscaping, street trees, and incompatibility buffers.
- C. High-quality, raised landscaping planters may be substituted for required plantings, at a rate to be determined by the Planning Director based on area of planters provided. Planters must match the existing streetscape materials and design palette if adjacent to a public right-of-way, or that of the primary structure. Plastic, vinyl, and similar low quality materials are prohibited.

(6) Neighborhood Character, Appearance, and Architectural Design

(a) General requirements applicable to all properties:

- 1. Right-of-way shall be dedicated (if necessary) to allow for two-way traffic and on- street parking (both sides) along public streets.
- 2. In new construction, a minimum of 8' of mostly-unobstructed walking surface (from back of curb) shall be provided for pedestrian traffic on public rights-of-way on and within 50' of Main Street. Some of this area may be used for public display of wares or outdoor seating, pursuant to the relevant portions of this Chapter, so long as a minimum of 5' of fully unobstructed clearance remains for pedestrian traffic.
- 3. Structures shall be oriented so that their primary façade faces and is parallel with the principal street on which they are located.
- 4. Street-facing facades of second and third stories (except for single family residential) shall be constructed within the minimum and maximum setback lines established in the Downtown Overlay District (per (4)(b), "Setbacks"), as applicable depending on structure location.
- 5. Nonresidential and mixed use infill development shall occupy the full width of the lot width to create a continuous streetscape. Allowances may be made for required vehicular and pedestrian ingress/egress points.
- 6. The following shall apply to properties on and within 50' of Main Street that are in nonresidential or mixed use zoning districts:
 - A. New and infill development shall be a minimum of two stories, with the second story being at least 75% of the area of the first floor. If waiver from this requirement is approved by the Planning Board, then the building must

still be engineered and constructed to support the addition of a second floor in the future.

- B. Buildings shall not have a single tenant space which exceeds 10,000 sq. ft. in area on the first floor, unless at least one external, storefront entrance is provided for every 6,000 square feet, and the internal space is designed to be able to be partitioned.

7. Corner Lots:

- A. Corner buildings shall match or exceed the height of adjacent buildings, with a minimum height of two stories. This requirement shall not apply to single family residential buildings, provided they fit into the architectural style of their neighborhood.
- B. On corner lots, both facades shall be oriented so that they face and are parallel with adjoining streets.
- C. Corner lots shall locate their vehicular access to the least traveled street, where practicable, and as far as possible from the intersection.

8. Materials:

- A. Exterior materials should match the palette of the historically contributing buildings in the district. Wood is only allowed as an external material on existing buildings or on single family residential, duplexes, or townhomes.
- B. The following materials are prohibited from being visible on the exterior facades of any new construction, replacement or renovations, or to cover an existing façade: metal panels, corrugated metal, fiberglass, metal screening, plastic, vinyl, aluminum siding, concrete block, concrete panels, or other materials not consistent with or representative of the historical architectural vernacular of the district.
- C. On and within 50' of Main Street, all facades facing public streets or rights-of-way shall be comprised of red brick, masonry, cast stone, or similar quality material common to the historically-representative buildings on Main Street. Projects with public or cultural significance may be designed to have a character that varies more from the standard development pattern, to distinguish them as a signature or landmark structure. The Planning Director may allow alternate materials on renovations or expansions of existing buildings if they keep in context with the existing materials and architecture.

9. Parking:

- A. Cross access shall be provided between adjacent parking lots to minimize the number of access points along streets. The Planning Director may waive

this requirement if cross access is not feasible due to natural features or site layout restrictions. Cross access shall be accompanied by a cross access easement or agreement, recorded with the Clerk of Court. Single family residential and duplexes are exempt from this requirement.

B. All nonresidential and mixed use developments shall utilize alley loaded and/or parking to the rear of a building.

C. Multi-story parking structures/decks:

i. If visible from the street, multi-story parking structures/decks shall place the shortest dimension along the street, if possible.

ii. On and within 50' of Main Street, multi-story parking structures/decks shall incorporate usable spaces for nonresidential uses (i.e. – storefronts and/or tenant spaces) along the entirety of first floor facades that front on public rights-of-way, excepting entrances and exits.

iii. Multi-story parking structures/decks shall be architecturally consistent with surrounding buildings and shall meet all other criteria of this section.

10. Windows:

A. Windows shall be vertically oriented, and at least as tall as they are wide.

B. Windows shall be no lower than two feet above finished grade, unless they can be opened to provide access to the outside, such as decorative glass garage doors, or French doors.

C. No opaque window glazing shall be permitted on the first three floors of a building. In this instance, "opaque" is defined as any glazing (frosted or smoked windows, wraps, etc.) that inhibits view from the outside to the inside of the building.

D. False windows or faux windows are not permitted on the first floor on any façade that is visible from a public right-of-way. The Board of Adjustment may grant a variance to this requirement under conditions and locations in which it will not be detrimental to the intent of the district.

E. Security bars or similar theft prevention devices of high visual impact shall not be allowed on any window that is visible to the public. Any security measures shall be of low visual impact or seamlessly integrated into the design of the window, building, or façade. ~~The Planning Board may approve deviation from this requirement, so long as the intent is retained.~~

- F. Nonresidential and mixed use zoning districts, and conforming nonresidential buildings in residential zoning districts:
- i. For any floor above the first (ground) floor, large expanses of vertical windows that give the overall appearance of unified (undivided) horizontal massing is prohibited.
 - ii. At least 70% of the surface area of the first (ground) floor, public-facing façade of all buildings shall be storefront windows or other windows which create an enhanced sense of connection between the inside of buildings and the public realm. Corner buildings may reduce the window coverage to 35% on the façade facing the secondary street.
 - iii. Upper floors shall provide a minimum of 35% window coverage of the façade, and simple patterns shall be used to subdivide the windows to add character to the buildings.
 - iv. No building shall be altered as to reduce the amount or area of first (ground) floor storefront windows to less than the amount specified in this Section.
 - v. No ground floor window or translucent door shall be covered or screened from within, so as to obstruct visibility over more than 25% of the surface area, for more than one half of business hours. Any coverings in violation of this shall be removed by August 1st, 2017, or immediately upon adoption of this ordinance.
 - vi. First floor storefront windows shall incorporate at least one architectural design element common to or representative of the district, including but not limited to soldier courses, brick patterns, columns, knee walls, recessed entrances windows, peaked or arched windows, or decorative window frames. Large, opening windows that provide connection to the street, such as garage door-style retracting windows, are permitted so long as they blend into the character of the street and district.

11. Roofs:

- A. Parapet style roofs are required for all new development that is not single family residential or duplexes.
- B. Peaked roofs are prohibited on new or infill development on or within 50' of Main Street.
- C. Rooflines shall vary from building to building, and within buildings that are wider than 100'.

12. Utilities:

- A. All utilities shall be undergrounded. Where this is impractical, the utilities shall come from or run along the rear of the property or through a service alley.
- B. All utilities shall be locationally consolidated with existing utilities, to reduce the proliferation of overhead wires and cables.
- C. All mechanical equipment shall be located on the roof, where practicable, and completely screened from view regardless of location. The Planning Director may allow the location of mechanical equipment other than as described above, so long as it is completely screened from view or otherwise hidden from view from the public realm.

13. Entrances

The following shall apply to entrances in nonresidential and mixed use zoning districts, and in conforming nonresidential buildings in residential zoning districts.

- A. Existing entrances with features such as recessed or angled entries shall not be removed, except to restore the storefront to a more historically accurate design.
- B. Diagonal entrances at corner buildings are required,
- C. Entrance doors shall be a minimum of 50% transparent.
- D. Shingled or plastic awnings are prohibited.

(b) Conforming residential uses and residential zoning districts:

1. The following criteria shall be applicable to all new construction, exterior renovation or additions to the front façade, or to renovations of 50% or more of the entire façade:

- A. Parking garages and vehicular use areas shall not occupy more than 25% of the front façade for any residential development or dwelling unit.
- B. Parking areas for multi-family residential and townhomes shall in the rear of the property and shall be either side-loading or alley-loaded.
- C. Materials used for facades must be consistent with or representative of the historical architectural vernacular of the district.

(7) Incentives and disincentives:

(a) The Town encourages the use, re-use, renovation, and other creative endeavors that preserve historic structures, create new structures, or otherwise enhance the private or public realm, and which add value and enhance or promote the character of downtown Clayton. To that purpose, the following incentives and disincentives are established in the Downtown Overlay District.

(b) Incentives:

1.Outdoor seating and dining areas and outdoor display areas, on private property and in public rights-of-way, shall be allowed with approval of a Zoning Compliance Permit and accompanying dimensioned site drawing complying with §155.311(B) "Outdoor Dining". In this instance and within this Overlay District, the Zoning Compliance Permit expressly replaces any other requirement for a Site Plan application, unless the Planning Director determines otherwise or elevates the decision to a higher level.

A.Outdoor seating and dining areas and site elements shall be constructed of high-quality materials. Plastic or unfinished wood are not allowed for tables, chairs, planters, window boxes, benches, or similar.

B. All outdoor seating and dining and site elements shall be kept in good working order and appearance and shall not fall into disrepair or they shall be removed immediately.

C.All accoutrements associated with outdoor seating and dining (tables, chairs, benches, planters, bollards, dividers, umbrellas, space heaters, lighting, entrance menus, etc.) shall be maintained to a high standard which demonstrates appreciation of the special character of the district.

2.Properties in the Downtown Overlay District may be developed at densities and intensities that are consistent with the Town's adopted Future Land Use Map, subject to the approval of a Special Use Permit.

3.Planned Developments in the Downtown Overlay District may be developed on a lot equal to 1/10th the minimum required lot size for a given type.

4.Downtown properties that meet other eligibility requirements may apply for:

A.The Façade and Site Element Improvement Grant;

B. The Clayton Downtown Redevelopment Incentive Grant (CDRIG).

(c) Disincentives:

1. Any demolition of a historically-contributing building or structure in the Downtown Overlay District shall result in a one year waiting period between application for a demolition permit and the time that the demolition occurs, and a one year moratorium following demolition of development applications and buildings permits upon that lot. The Town Council can waive the waiting period and the moratorium by a super majority vote if the proposed new development is determined to be in the best interest of adjacent property owners and the Town.

Duly adopted this the 5th day of September, 2017 while in regular session.

Jody McLeod
Mayor

ATTEST:

APPROVED AS TO FORM:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk

Katherine Ross
Town Attorney

Ordinance #2017-09-03

Ordinance #2017-09-03



Town Council Agenda Cover Sheet

Meeting Date

September 5, 2017

Agenda Location

Public Hearings

Item Title

2017-96-RZ Clayton Corners & Town Center Blvd Rezoning

Presenter *(Name & Title)*

Planning Department

Summary/Description

Request to rezone the subject properties from Highway Business Special Use District (B-3 SUD) to Highway Business (B-3), in order to remove the special use district.

Requested Action

Approval

Additional Documents To Be Included in Agenda Packet

Staff Report Maps
Application
Neighborhood Meeting Materials
Planning Board Recommendation
Public Notice- Newspaper Ad
Public Notice- Adjacent Property Owner Letter



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.

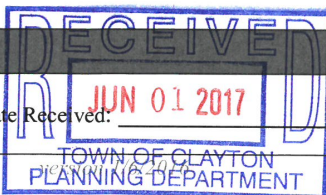
Note on Planned Developments: Requests to rezone to a Planned Development District must be accompanied by a Master Plan submittal. Master Plans are approved as Preliminary Subdivision Plats – please submit a concurrent Preliminary Subdivision Plat application and Master Plan.

SITE INFORMATION

Name of Project: Clayton Corners & Town Center Blvd Rezoning **Acreage of Property:** 22.04 & 9.09
County Tag Number: 05025005E, 05G02005G, 05G02001I **NC PIN:** 165915-53-6108, 165915-53-0737, 164900-86-6735
Address/Location: 11689 & 11649 US HWY 70 BUS and 957 Town Center Blvd
Existing Zoning District: Highway-Business Special Use District (B-3 SUD)
Proposed Zoning District: Highway-Business (B-3)

APPLICANT INFORMATION

Applicant: Town of Clayton
Mailing Address: PO BOX 879 Clayton, NC 27528
Phone Number: 919-359-2102 **Fax:** 919-553-1720
Contact Person: Haley Hogg, Planner
Email Address: hhogg@townofclaytonnc.org



FOR OFFICE USE ONLY

Date Received:

Amount Paid: Town initiated

File Number: 2017-96-RZ

Page 1 of 11

PROPERTY OWNER INFORMATION

Name: DDRM Clayton Corners, LLC & Eagledale Realty, LLC

Mailing Address: 3300 Enterprise Pkwy Beachwood, Ohio 44122 and 10689 N Pennsylvania St STE 100 Indianapolis, IN 46280-1099

Phone Number: _____ **Fax:** _____

Email Address: _____

EXPLANATION OF PROJECT

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

Rezoning subject properties from Highway-Business Special Use District (B-3 SUD) to Highway Business (B-3) in order to remove the
Special Use District from the properties.

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)	☐	☒	<i>*Town initiated</i>		
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.

The request is consistent with the adopted plans of the Town. The requested zoning change remains consistent with the future land use map, and does not affect the underlying zoning district of B-3.

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

Removing the special use district overlay will not affect the suitability of the properties for uses permitted by the current vs. proposed district. The requested change will not alter the underlying district of B-3. Instead, uses that are permitted outright in B-3 will now be permitted outright on these properties without the requirement of them having to obtain a special use permit.

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

The proposed change meets and exceeds specific demand within the Town. Removing the special use district overlay from these properties shortens the approval process for businesses to operate that consist of uses permitted outright in the B-3 zoning district.

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.

The proposed zoning will not have an impact on these facilities. This request is to simply rezone the properties, and does not impact public facilities and services.

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

The proposed rezoning does not violate the legal purposes for which zoning exists.

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. The proposed rezoning does not change the underlying zoning district of B-3.

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 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.

Haley Hogg (on behalf of Planning Dept.)

Print Name



Signature of Applicant

6-1-17

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)



**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

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: Clayton Corners Rezoning **Address or PIN #:** 165915-53-0737 & 165915-53-6108

AGENT/APPLICANT INFORMATION:

Town of Clayton
(Name - type, print clearly)

111 East Second Street
(Address)
Clayton, NC 27528
(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*):

Rezoning Application (B-3 SUD to B-3)

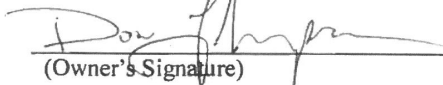
Furthermore, I hereby give consent to the party designated above to agree to all terms and conditions which may arise as part of the approval of this application.

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:

Don Thompson
(Name - type, print clearly)

3500 Piedmont Rd NE Suite 730
(Address)

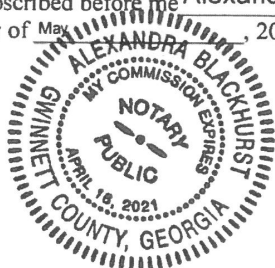

(Owner's Signature)

Atlanta, GA 30305
(City, State, Zip)

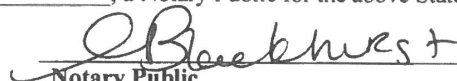
STATE OF Georgia
COUNTY OF Gwinnett

Sworn and subscribed before me Alexandra Blackhurst, a Notary Public for the above State and County, this
the 31st day of May, 2017.

SEAL



October 2013


Notary Public

My Commission Expires: April 18, 2021



**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

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: Town Centre Blvd Rezoning **Address or PIN #:** 957 Town Centre Blvd (05G020011 / 164900-66-6735)

AGENT/APPLICANT INFORMATION:

Town of Clayton
(Name - type, print clearly)

111 East Second Street

(Address)

Clayton, NC 27528

(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*):

Rezoning application (B-3 SUD to B-3) to remove
the special use district

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:

EMERALD DALE REALTY, LLC
(Name - type, print clearly)

10689 N. Pennsylvania St. STE 100
(Address)

(Owner's Signature)

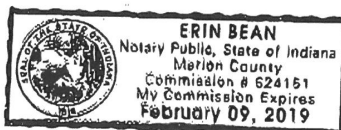
Indianapolis, IN 46280
(City, State, Zip)

STATE OF INDIANA
COUNTY OF MARION

Sworn and subscribed before me ERIN BEAN
the 8th day of JUNE, 20 17.

, a Notary Public for the above State and County, this

SEAL



October 2013

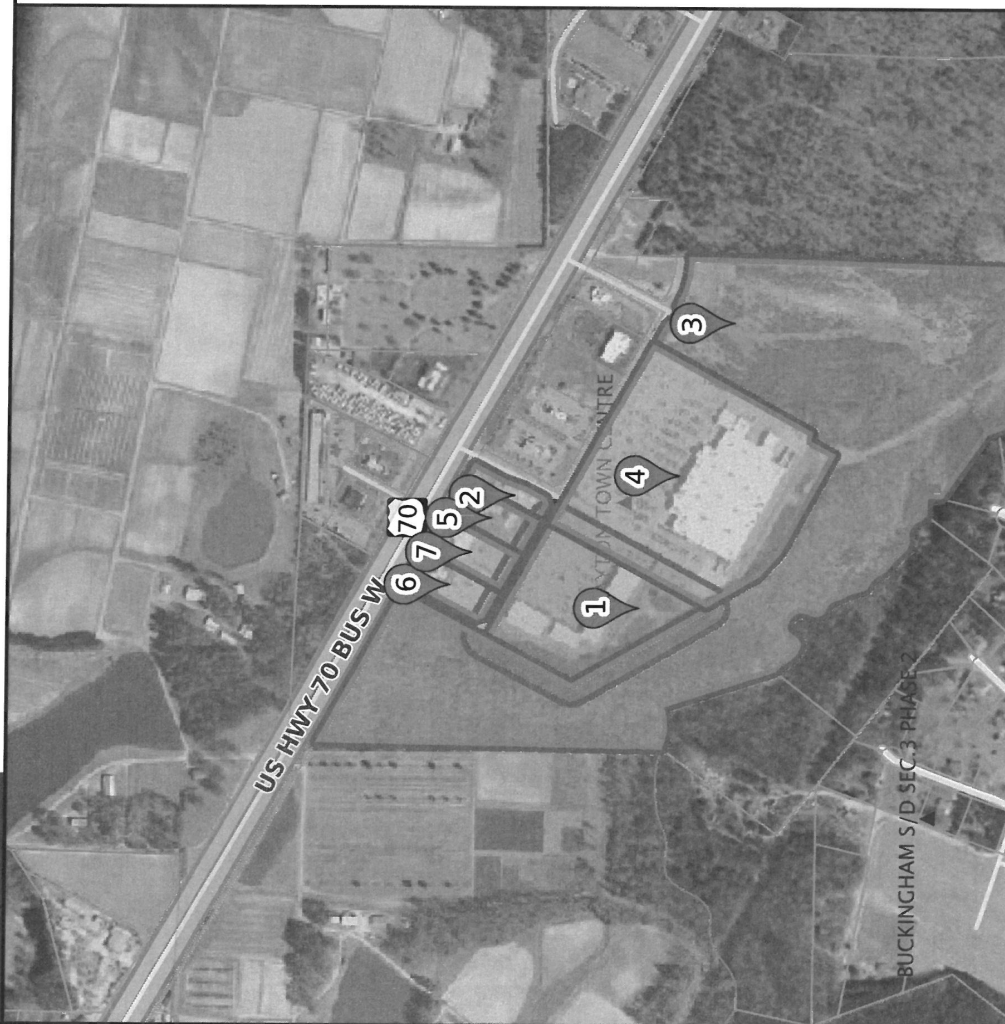
Erin Bean
Notary Public

My Commission Expires: 2/9/2019



*** DISCLAIMER ***

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



Result 1

id: 05G02001I
Tag: 05G02001I
Tax Unique Id: 4883371
Owner Name 1: EAGLEDALE REALTY, LLC
Owner Name 2:
Mail Address 1: 10689 N PENNSYLVANIA ST
STE 100
Mail Address 2:
Mail Address 3: INDIANAPOLIS, IN 46280-1099
Book: 04873
Page: 0376

Result 2

id: 05G02001E
Tag: 05G02001E
Tax Unique Id: 4705924
Owner Name 1: MURPHY OIL USA INC
Owner Name 2:
Mail Address 1: 200 PEACH STREET
Mail Address 2: PO BOX 7300
Mail Address 3: EL DORADO, AR 71731-0000
Book: 03587
Page: 0776

Scale: 1:8906 - 1 in. = 742.14 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
June 9, 2017



*** DISCLAIMER ***

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

Result 3

id: 05G02001A
Tag: 05G02001A
Tax Unique Id: 4681315
Owner Name 1: STEPHEN DOUGLAS I
IRRVOABLE TRUST
Owner Name 2: CYNTHIA M STEPHENS
IRRVOABLE TRUST
Mail Address 1: 319 CHAPANOKE RD STE 102
Mail Address 2:
Mail Address 3: RALEIGH, NC 27603-0000
Book: 01875
Page: 0903

Result 4

id: 05G02001J
Tag: 05G02001J
Tax Unique Id: 4747740
Owner Name 1: WALMART REAL ESTATE
BUSINESS TRUST
Owner Name 2:
Mail Address 1:
Mail Address 2: PO BOX 8050, MS 0555
Mail Address 3: BENTONVILLE, AR 72712-8050
Book: 02278
Page: 0313

Result 5

id: 05G02001F
Tag: 05G02001F
Tax Unique Id: 4692950
Owner Name 1: PCG ENTERPRISES OF
CLAYTON LLC
Owner Name 2:
Mail Address 1: 12905 HIGHWAY 70 WEST
Mail Address 2:
Mail Address 3: CLAYTON, NC 27520-0000
Book: 02571
Page: 0265

Result 6

id: 05G02001H
Tag: 05G02001H
Tax Unique Id: 4692958
Owner Name 1: LEVINSON, JAMES R.
Owner Name 2:
Mail Address 1:
Mail Address 2: P O BOX 117
Mail Address 3: BENSON, NC 27504-0117
Book: 03680
Page: 0193

Result 7

id: 05G02001G
Tag: 05G02001G
Tax Unique Id: 4747720
Owner Name 1: CAROLINA PARK LLC
Owner Name 2:
Mail Address 1: 9005 PEACHTREE TOWN LN
Mail Address 2:
Mail Address 3: KNIGHTDALE, NC 27545-9710
Book: 04541
Page: 0642



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

Planning Board
July 24, 2017

STAFF REPORT

Application Number: 2017-96-RZ

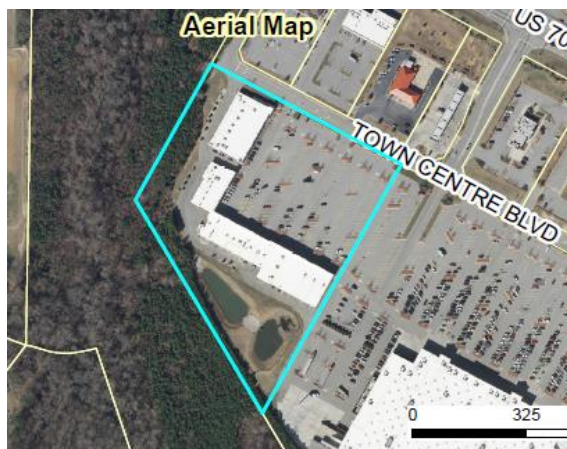
Project Name: Clayton Corners and Town Center Blvd Rezoning

NC PIN / Tag #: 165915-53-6108 / 05025005e, 165915-53-0737 / 05g02005g, 164900-86-6735 / 05g02001
Town Limits/ETJ: Town Limits
Overlay: Thoroughfare Overlay District
Applicant: Town of Clayton
Owner: DDRM Clayton Corners, LLC and Eagledale Realty, LLC
Location: 11689 and 11649 US HWY 70 BUS, and 957 Town Center Blvd

Public Noticing:

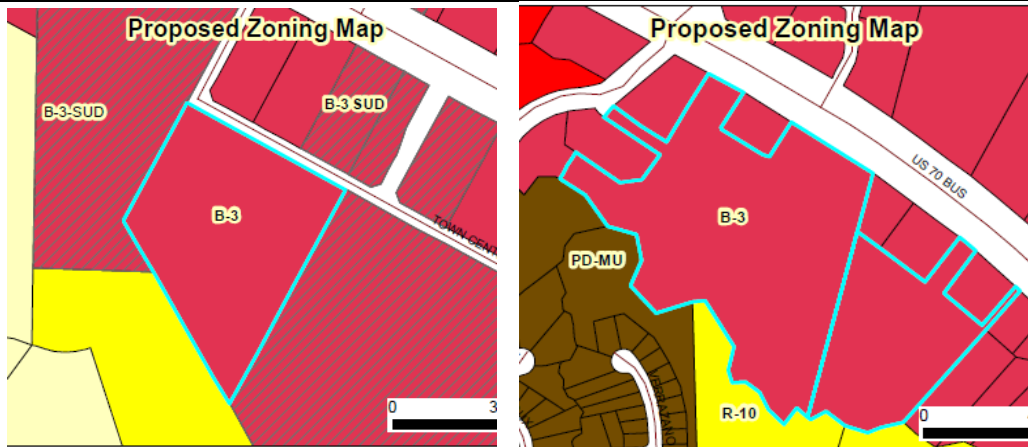
- Neighborhood meeting July 6, 2017
- Signs Posted prior to April 14, 2017
- Letters mailed prior to August 25, 2017
- Newspaper ad published August 23 2017 and August 30, 2017

REQUEST: Request to rezone the parcels from Highway Business-Special Use District (B-3-SUD) to Highway Business (B-3).



SITE DATA:**Acreage:** 22.04 acres (Clayton Corners) and 9.09 (Town Center Blvd)**Existing Uses:** Commercial**ADJACENT ZONING AND LAND USES:**

Direction	Zoning	Existing Use
North	Highway-Business (B-3) / Highway-Business Special Use District (B-3 SUD)	Commercial
South	Residential-10 (R-10) / Planned Development Mixed Use (PD-MU)	Vacant / Residential
East	Highway Business Special Use District (B-3 SUD) / Highway-Business (B-3)	Commercial
West	Highway-Business Special Use District (B-3 SUD) / Highway-Business (B-3)	Vacant / Commercial

**STAFF ANALYSIS AND COMMENTARY:****Overview**

The Town is requesting to rezone the subject parcels from Highway-Business Special Use District (B-3 SUD) to Highway-Business (B-3), in order to remove the Special Use District designation. Special Use Districts require all potential uses to go through the special use process in order to be permitted, regardless of what the base zoning district typically permits. In 2015, staff was directed by Town Council to examine the locations of special use districts within Clayton and consider the removal of these districts on a case-by-case basis.

Compatibility with Surrounding Land Uses

The proposed zoning change is to remove the special use district designation from the parcels, but the base zoning district of B-3 will remain. Therefore, the proposed zoning change does not affect the compatibility of these parcels with the surrounding land uses.

Consistency with the 2040 Comprehensive Plan

The proposed zoning change is generally consistent with the Comprehensive Plan 2040.

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.
 - If approved, this rezoning will result in a modification to amend the official zoning map for The Town of Clayton.
-

APPROVAL CRITERIA:

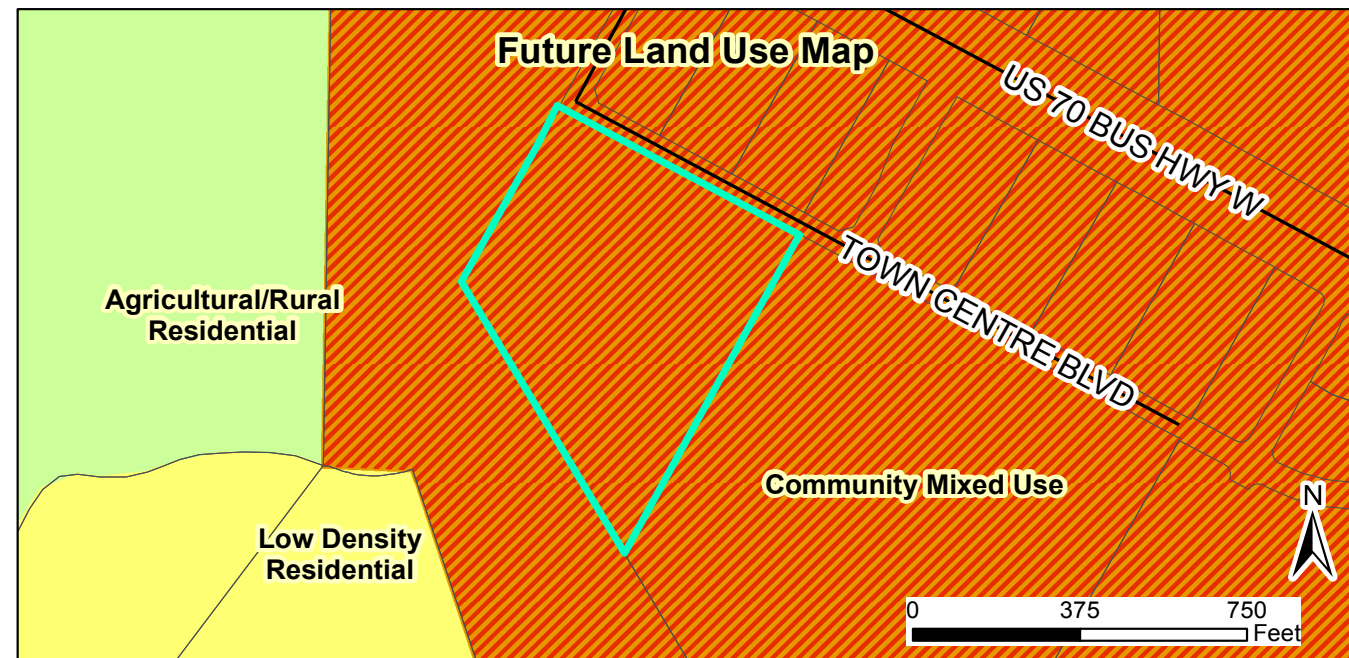
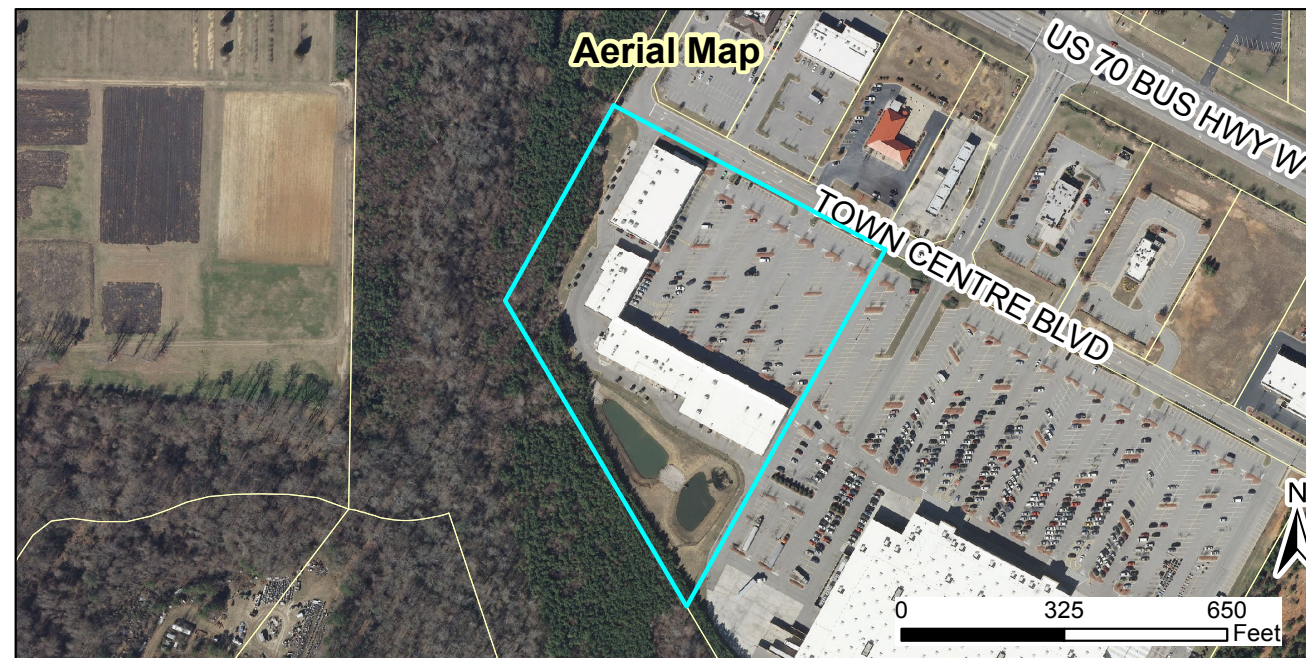
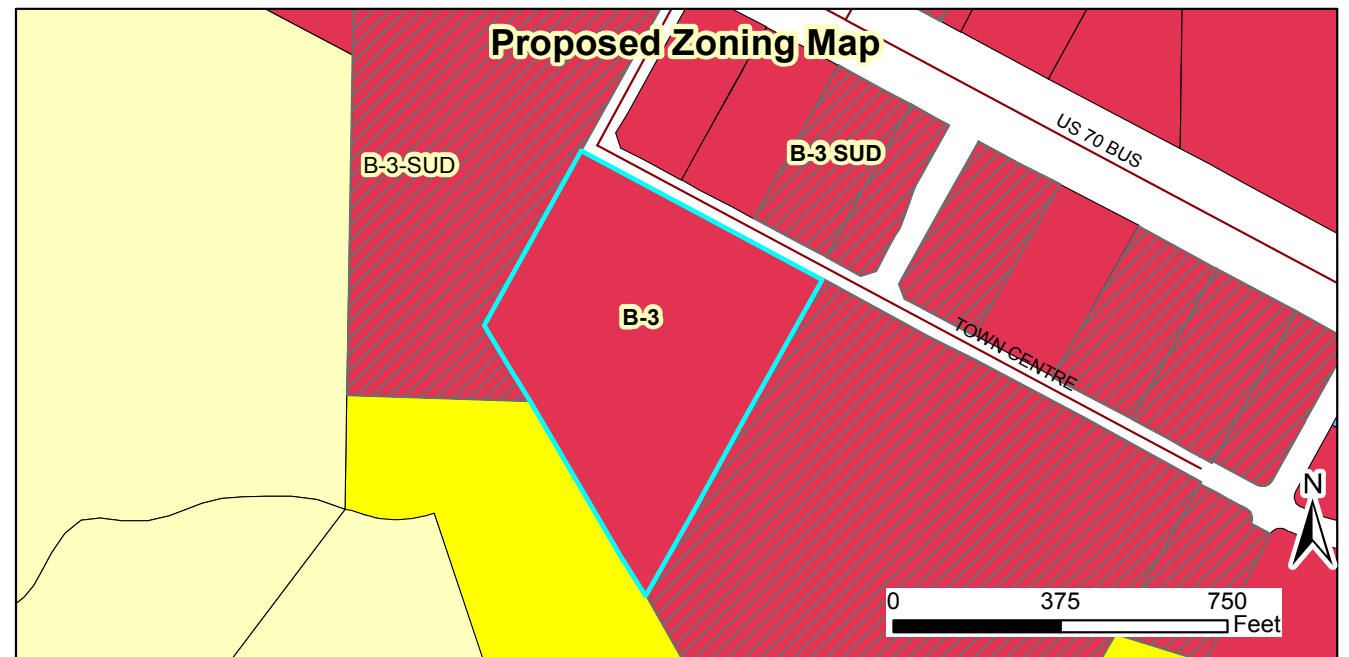
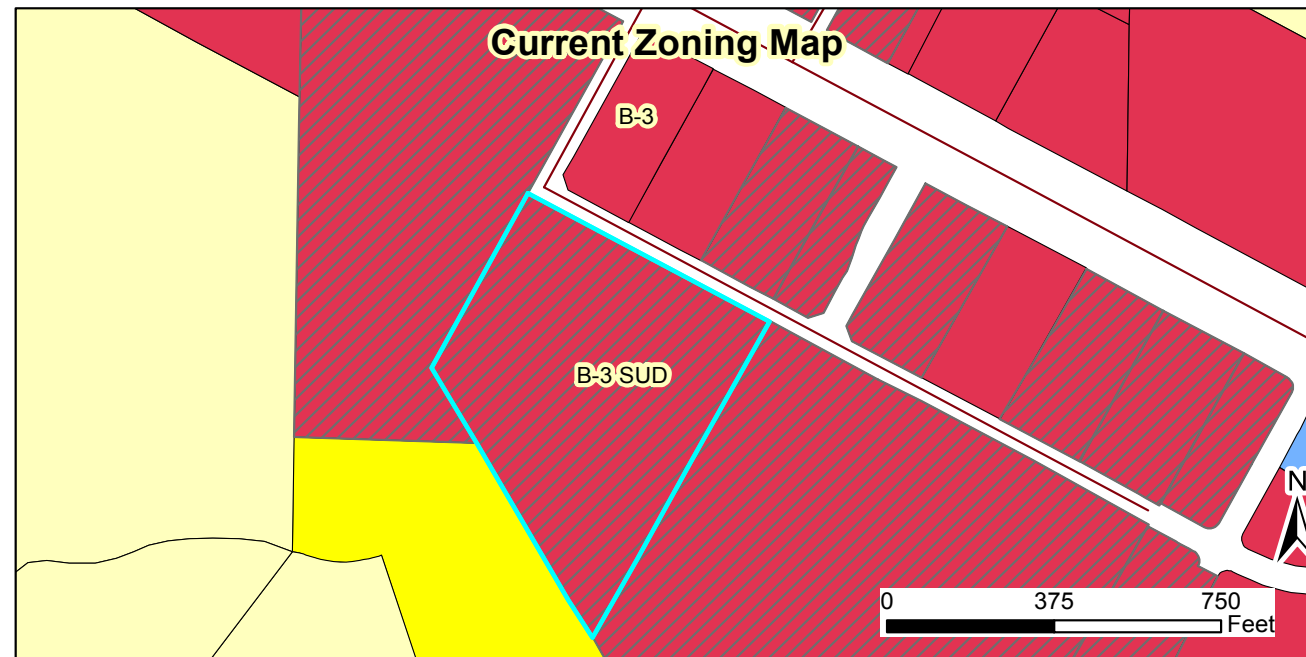
The applicant has addressed the Rezoning Approval Criteria outlined in §155.704. The applicant's responses are incorporated as an attachment to the Staff Report.

STAFF RECOMMENDATION:

Staff is recommending approval of the rezoning of the subject parcels.

ATTACHMENTS:

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



2017-96-RZ Clayton Corners & Town Center Blvd Rezoning

Request: To rezone from B-3 SUD to B-3

Applicant: Town of Clayton

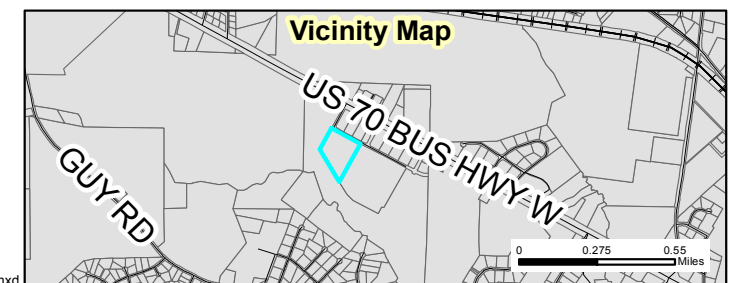
Property Owners: DDRM Clayton Corners, LLC & Eagledale Realty, LLC

Parcel ID: 165915-53-6108, 165915-53-0737, 164900-86-6735

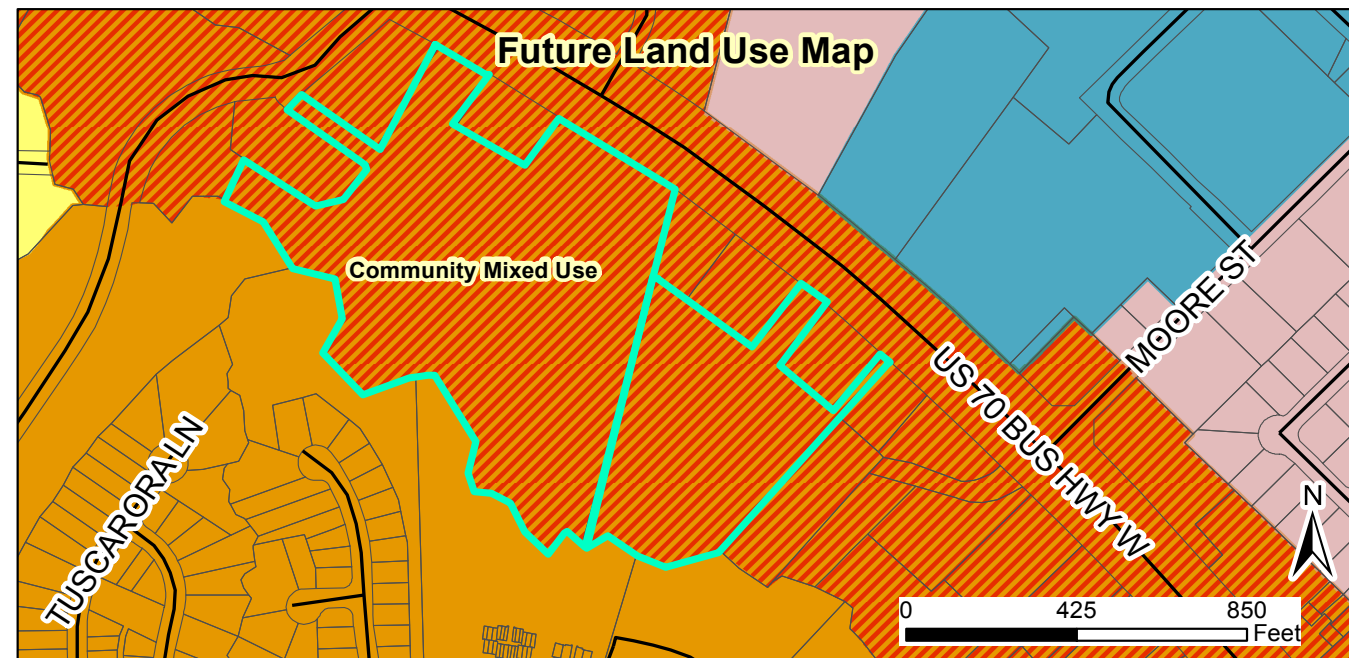
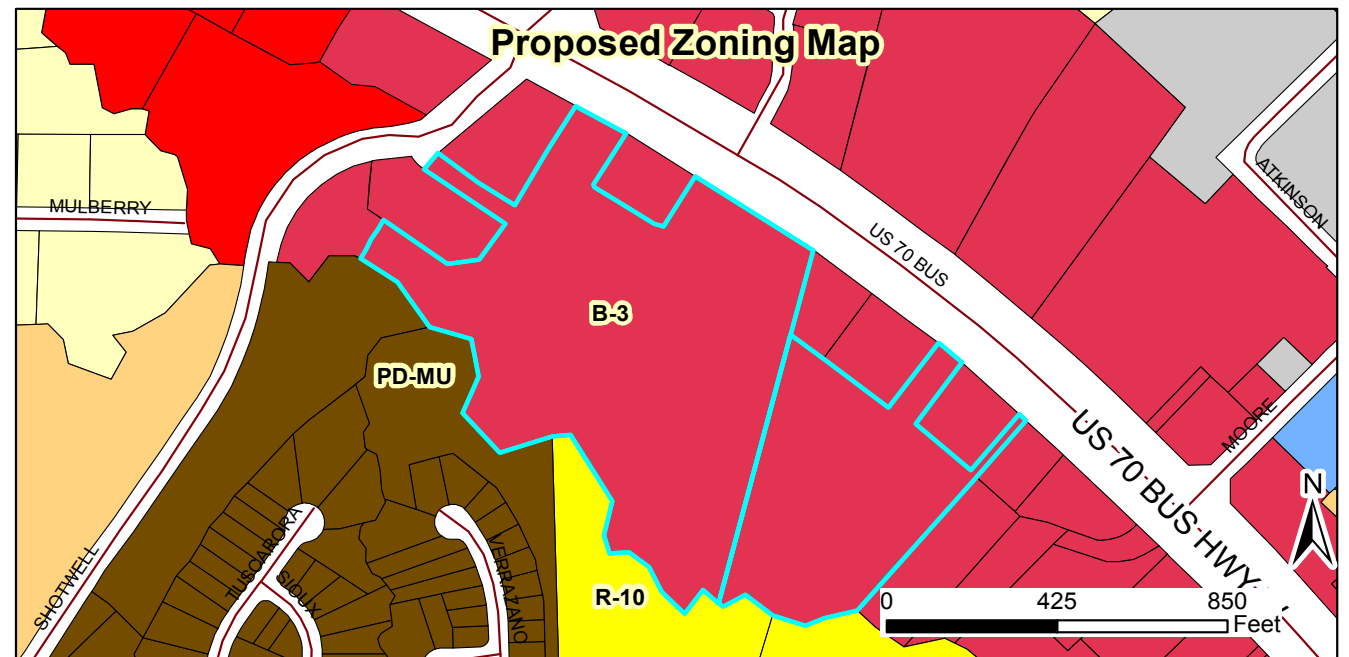
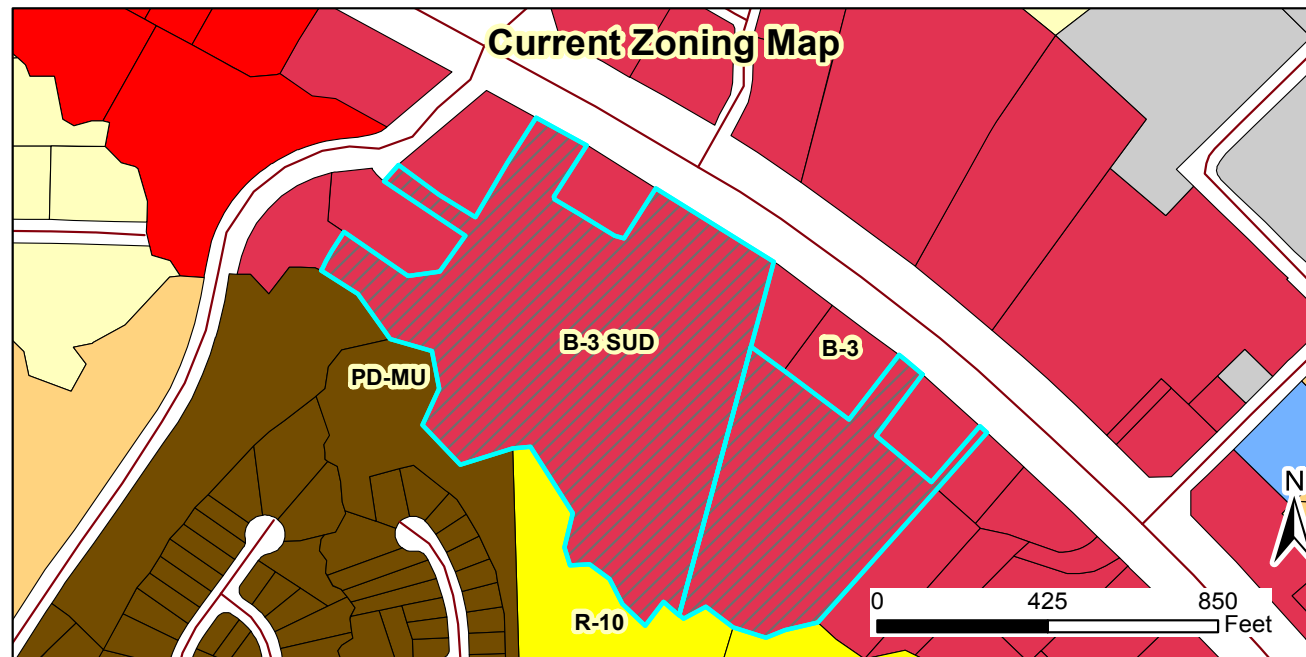
Tag #: 05025005e, 05g02005g, 05g02001



- Parcels
- All_Roads
- Special Use District
- Scenic Highway Overlay
- Roads
- Railroads



Document Path: O:\PLANNING\REZONING\Rezoning\2017\2017-96-RZ Clayton Corners & Town Center Blvd\Maps\StaffReportMap- 2017-96-RZ Town Center Blvd Rezoning.mxd



2017-96-RZ Clayton Corners & Town Center Blvd Rezoning

Request: To rezone from B-3 SUD to B-3

Applicant: Town of Clayton

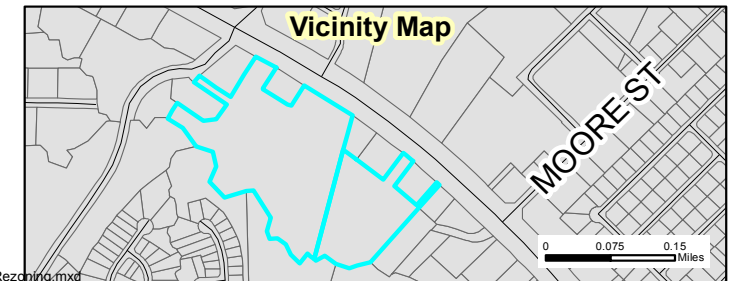
Property Owners: DDRM Clayton Corners, LLC & Eagledale Realty, LLC

Parcel ID: 165915-53-6108, 165915-53-0737, 164900-86-6735

Tag #: 05025005e, 05g02005g, 05g02001



- Parcels
- All_Roads
- Special Use District
- Scenic Highway Overlay
- Roads
- Railroads



Document Path: O:\PLANNING\REZONING\Rezoning\2017\2017-53-RZ 9257 US Hwy 70 Bus W - Mooring Capital Fund\Map\StaffReportMap- 2017-53-RZ 9257 US HWY 70 Rezoning.mxd

NEIGHBORHOOD MEETING SUMMARY FORM

FILL OUT THE FOLLOWING:

Application: 2017-96-RZ Clayton Corners + Town Center Blvd. RZ
Date of Mailing: 6/13/17
Date of Meeting: 7/6/17 Time of Meeting: 6:00 PM
Location of Meeting: Clayton Center Lobby

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

Printed Name: Haley Hogg Signature: Haley Hogg

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.*

No one attended the meeting. The meeting ended
at 6:30 PM.

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

NEIGHBORHOOD MEETING ATTENDANCE ROSTER

Project: 2017-96-RZ Clayton Corners + Town Center Blvd Rezoning

Application: Rezoning

Location/Date: Clayton Center Lobby, 7/6/17

	NAME	ADDRESS
1	Haley Hogg	TOC
2		
3		
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19		
20		



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

August 15, 2017

NOTICE

SUBJECT: **Project #:** 2017-96-RZ Clayton Corners and Town Center Blvd Rezoning
 PIN #: 165915-53-6108, 165915-53-0737, and 164900-86-6735
 TAG #: 05025005E, 05G02005G, and 05G02001I
 Applicant: Town of Clayton

Dear Clayton Area Property Owner:

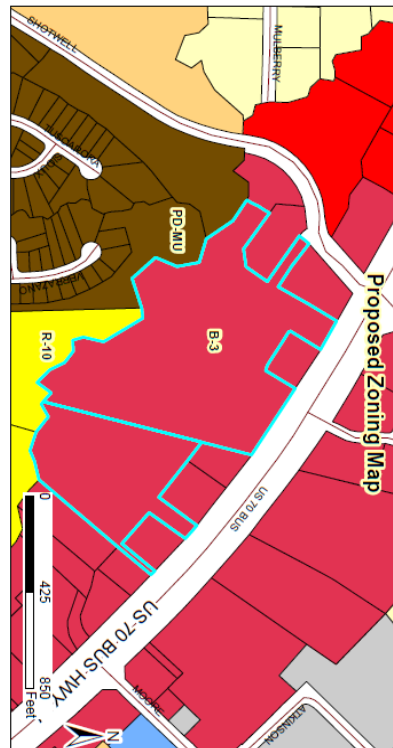
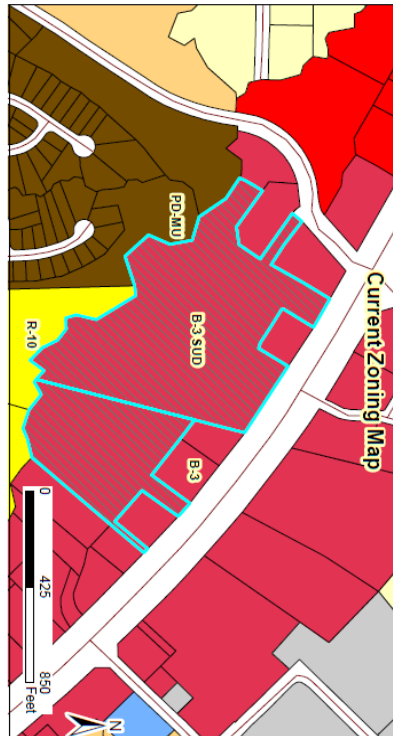
Notice is hereby given that the Clayton Town Council will hold a public hearing on ***Tuesday, September 5, 2017*** at 6:30 PM at Town Hall, 111 E Second Street, to consider 2017-96-RZ, requesting a rezoning of the subject properties from Highway-Business Special Use District (B-3 SUD) to Highway-Business (B-3). Two of the subject properties are located off US 70 HWY BUS, and the third subject property is located off Town Center Blvd. Please see the maps 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.

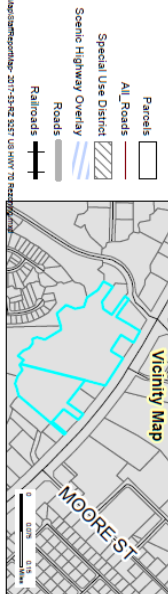
If you should need additional assistance or information, please contact Haley Hogg, Planner with the Town Planning Department at (919) 359-2102 or email at hhogg@townofclaytonnc.org.

Sincerely,

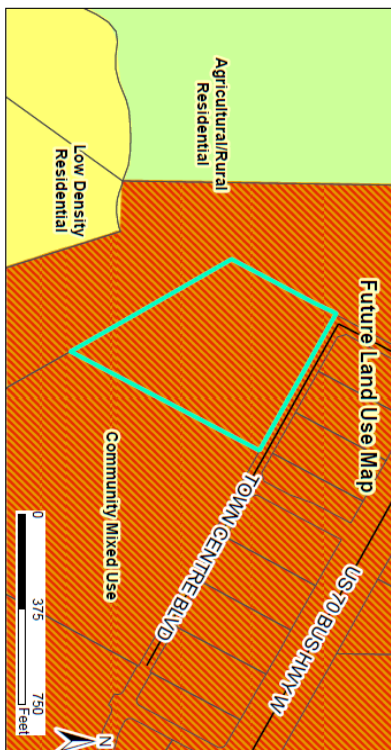
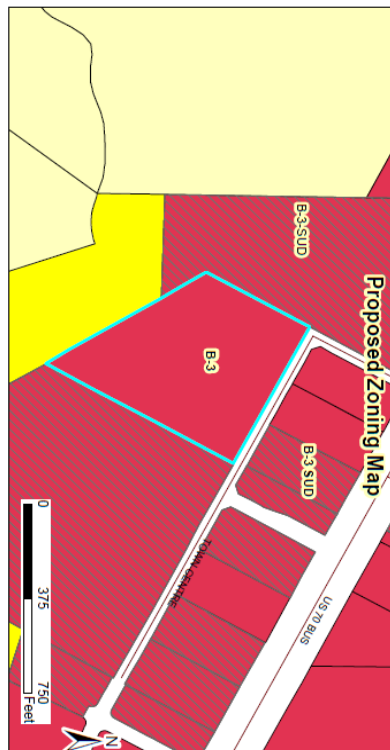
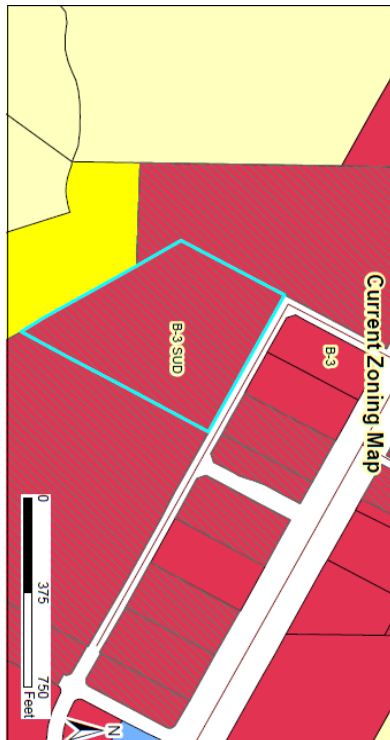
Haley Hogg, CZO
Planner



2017-96-RZ Clayton Corners & Town Center Blvd Rezoning
Request: To rezone from B-3 SUD to B-3
 Applicant: Town of Clayton
 Property Owners: DORM Clayton Corners, LLC & Eagledale Realty, LLC
 Parcel ID: 165915-53-6108, 165915-53-0737, 164900-86-5735
 Tag #: 05025005e, 05g02005g, 05g02001



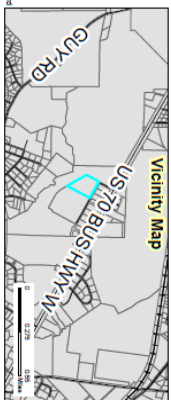
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2017-96-RZ Clayton Corners & Town Center Blvd Rezoning
Request: To rezone from B-3 SUD to B-3
 Applicant: Town of Clayton
 Property Owners: DDRM Clayton Corners, LLC & Eagledale Realty, LLC
 Parcel ID: 165915-53-6-108, 165915-53-0737, 164900-86-5725
 Tag #: 05025005e, 05g02005g, 05g02001



Parcels
 All Roads
 Special Use District
 Scenic Highway Overlay
 Roads
 Railroads



**TOWN OF CLAYTON
PLANNING BOARD WRITTEN RECOMMENDATION
ZONING AMENDMENT
(REZONING AMENDMENT)**

**Clayton Corners & Town Center Blvd
2017-96-RZ**

On July 24, 2017, the Planning Board heard the above-referenced request and made the following vote:

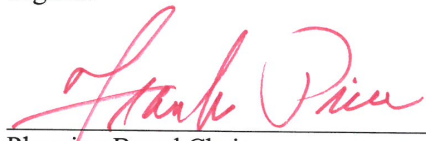
Recommendation to the Town Council to

☒ approve the request;

☐ deny the request.

Recommendation(s) made this 24 day of July 2017 while in regular session.

Signed:



Planning Board Chair

PUBLIC NOTICE

In accordance with NC GS 160A-384, the Clayton Town Council will hold a public hearing on Tuesday, September 5, 2017, at 6:30 PM at Town Hall, 111 East Second Street, to consider rezoning request 2017-96-RZ Clayton Corners and Town Center Blvd Rezoning for parcel number(s) 165915-53-6108, 165915-53-0737, and 164900-86-6735. The requested change is from Highway Business Special Use District (B-3 SUD) to Highway-Business (B-3).

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.

Haley Hogg, Planner
919-553-5002

The Clayton News Star

Please advertise on the following dates:

August 23, 2017

August 30, 2017

Dates are the two Wednesdays prior to the hearing

Affidavit of publication required.

TOWN OF CLAYTON
ZONING AMENDMENT
CONSISTENCY AND REASONABLENESS STATEMENT

2017-96-RZ Clayton Corners and Town Center Blvd Rezoning

The Town Council of the Town of Clayton hereby states:

Section 1: The above referenced zoning amendment IS CONSISTENT with:

The Town of Clayton's Comprehensive Plan, specifically:

- Objective LU1.2: Encourage the redevelopment or adaptive reuse of under-utilized commercial development.
- Objective LU1: Preserve Clayton's small-town character while allowing for growth and development in appropriate areas.

Section 2: 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 **(insert specifics to case)**

_____ ,

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

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

After considering the recommendations of the Planning Board and Planning Director, I move to [approve OR deny] 2017-96-RZ – Clayton Corners & Town Center Blvd.

[IF APPROVING]

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

MOTION FORM
Item 5b
2017-96-RZ – Clayton Corners & Town Center Blvd.

**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 Highway Business (B-3) zone the property described below, said property formerly being zoned Highway Business Special Use District (B-3 SUD); and

WHEREAS said property is owned by the DDRM Clayton Corners, LLC & Eagledale Realty, LLC; 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 Clayton News Star, 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 6:30 p.m. on September 5, 2017, 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 Highway Business zone the following described property:

General Description:

11689 & 11649 US Highway 70 Business & 957 Town Center Blvd.

Specific Description:

NC Parcel Identification Numbers: 165915-53-6108/ 165915-53-0737 & 164900-86-6735

SECTION 2. That the official Town of Clayton Zoning Map is hereby amended to include in the Highway Business 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 5th day of September, 2017,
while in regular session.

Jody McLeod
Mayor

ATTEST:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk



Town Council Agenda Cover Sheet

Meeting Date

September 5, 2017

Agenda Location

Public Hearings

Item Title

2017-99-RZ Capps Tract Rezoning

Presenter (Name

& Title) Planning

Department

Summary/Description

Request to rezone the subject parcels from Residential-Estate (R-E) and Highway Business (B-3) to Residential-10 (R-10), with some land also being rezoned from Residential-Estate (R-E) to Highway Business (B-3).

Requested Action

Approval of Rezoning

Additional Documents To Be Included in Agenda Packet

Staff Report Map

Application

Neighborhood Meeting

Materials Planning Board

Recommendation

Statement of Consistency



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.

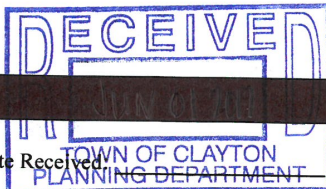
Note on Planned Developments: Requests to rezone to a Planned Development District must be accompanied by a Master Plan submittal. Master Plans are approved as Preliminary Subdivision Plats – please submit a concurrent Preliminary Subdivision Plat application and Master Plan.

SITE INFORMATION

Name of Project: Capps Tract Acreage of Property: 35.40
County Tag Number: 05026073 NC PIN: p/o 165911-65-2257
Address/Location: X:2156265.4327436 Y:695040.09389218
Existing Zoning District: RE
Proposed Zoning District: R-10

APPLICANT INFORMATION

Applicant: WithersRavenel
Mailing Address: 115 MacKenan Drive, Cary, NC 27511
Phone Number: 919-535-5237 Fax: 919-467-6008
Contact Person: Don Mizelle
Email Address: dmizelle@withersravenel.com



FOR OFFICE USE ONLY

Date Received: 2017-09-14

Amount Paid: \$1600

File Number: 2017-09-142

version 1/6/2016

Page 1 of 10

PROPERTY OWNER INFORMATION

Name: Stella Puckett Capps Estate c/o Jerry Capps

Mailing Address: 3620 Wind Sock Court, Eastover, NC 28312

Phone Number: n/a

Fax: n/a

Email Address: n/a

EXPLANATION OF PROJECT

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

The owner intends to rezone the residential estate portion of the site to R-10 so that a residential community can be developed near Clayton's downtown.

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: <u>05/02/17</u>	☒	☐			
2. Review Fee (\$500 for standard rezoning <u>OR</u> \$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.
The Town's 2040 Comprehensive Plan indicates that the future land use of the portion of the site to be rezoned is Downtown Residential. Under this land use, the proposed rezoning of R-10 is considered compatible with the Town's future land use designation.
2. Suitability of the subject property for uses permitted by the current vs. the proposed district.
The rezoning would increase the density of residential development potential on the site. The site is in close proximity to existing roadway infrastructure and is large enough to support a higher density zoning.
3. Whether the proposed change tends to improve the balance of uses, or meets specific demand in the Town.
The proposed change will allow expanded residential options in close proximity to downtown. This directly aligns with the Goals LU1 & LU2 of the Comprehensive Plan, applying increased densities of residential development near the downtown and maximizing existing infrastructure and pedestrian opportunities.
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.
Water, sewer, and stormwater infrastructure currently exists to serve the site. Extensions to these systems will likely occur with the development of the subject site. Transportation systems are being evaluated via a traffic impact analysis and will be reviewed by Town staff. According to the County, schools are at capacity, however; plans to accommodate growth in the area are being developed. 80-81 additional students may result from this project.
5. It has been determined that the legal purposes for which zoning exists are not violated.
The rezoning of this site from R-E to R-10 would not violate any legal purposes for which zoning exists as the zoning district proposed is an allowed district within the Town of Clayton. The table of permitted uses and other use restrictions of the UDO for R-10 districts will remain in place to preserve the purpose of the district.
6. It has been determined that there will be no adverse effect upon adjoining property owners unless such effect can be justified by the overwhelming public good or welfare.
No adverse effects have been determined for the adjoining property owners at the time of this submittal. The residential nature of the proposed zoning classification should compliment both adjoining residential areas to the north and the institutional, office, and retail uses nearby to the south and west of the property.
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 property owner will benefit at the cost of the general public with this development. The site will abide by the standards of the Town's Land Development Ordinance and other policies and procedures of the Town which in part serve to protect the public health, safety, and general welfare.

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.

Don Mizelle
Print Name

Don Mizelle
Signature of Applicant

6/1/2017
Date

LEGAL DESCRIPTION
CAPPS TRACT TOWNES - REZONING AREA
CAPPS, STELLA PUCKETT ESTATE
PIN: 165911-65-2257

BEGINNING AT AN EXISTING REBAR WITH NC GRID (NAD 83(2011)) COORDINATES: N 695,178.53 AND E 2,155,700.72, SAID POINT IS SOUTH 59°38'11" EAST 10,270.69' (GROUND), 10,270.54' (GRID) FROM N.C.G.S "MORIAH RESET 2" N.C GRID COORDINATES (2011): N 701,370.11; E 2,146,838.92 WITH COMBINED FACTOR 0.99988797. FROM SAID POINT OF BEGINNING THE FOLLOWING COURSES AND DISTANCES:

SOUTH 56°16'04" EAST 393.84 FEET TO A REBAR FOUND,
THENCE NORTH 45°29'49" EAST 222.05 FEET TO AN IRON PIPE FOUND,
THENCE NORTH 45°27'26" EAST 111.76 FEET TO AN IRON PIPE SET,
THENCE SOUTH 43°40'36" EAST 1120.70 FEET TO AN IRON PIPE SET,
THENCE SOUTH 47°35'41" WEST 455.28 FEET TO AN IRON PIPE SET,
THENCE SOUTH 42°59'32" EAST 217.00 FEET TO AN IRON PIPE SET,
THENCE SOUTH 47°00'28" WEST 277.01 FEET TO AN IRON PIPE SET,
THENCE SOUTH 50°44'34" WEST 424.96 FEET TO A POINT,
THENCE LEAVING THE CAPPS EASTERN BOUNDARY LINE NORTH 46°34'20" WEST 160.68 FEET TO A POINT,
THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET, AN ARC LENGTH OF 126.73 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 53°50'00" WEST 126.39 FEET,
THENCE NORTH 61°05'40" WEST 291.71 FEET TO A POINT ON THE CAPPS WESTERN BOUNDARY LINE,
THENCE NORTH 14°12'58" EAST 27.60 FEET TO A REBAR FOUND,
THENCE NORTH 59°41'09" WEST 398.25 FEET TO AN IRON PIPE FOUND,
THENCE NORTH 30°17'58" EAST 400.00 FEET TO AN IRON PIPE SET,
THENCE NORTH 59°42'01" WEST 32.68 FEET TO AN IRON PIPE SET,
THENCE NORTH 30°17'58" EAST 399.69 FEET TO AN IRON PIPE FOUND,
THENCE NORTH 59°39'57" WEST 479.78 FEET TO AN IRON PIPE FOUND,
THENCE NORTH 46°52'42" EAST 315.58 FEET TO A REBAR FOUND,
AND THE POINT AND PLACE OF BEGINNING
CONTAINING 1541844 SQ. FT. OR 35.396 ACRES MORE OR LESS.

OWNER	ADDR1	ADDR2
WILLIAMS, FRANCES	PO BOX 233	CLAYTON, NC 27528
FELLOWSHIP BAPTIST CHURCH	204 ATKINSON ST	CLAYTON, NC 27520
MMP PROPERTIES LLC	PO BOX 565	BENSON, NC 27505
CAPPS, JOSEPH EDWIN	222 SUMMIT ST	CLAYTON, NC 27520
DURHAM, LARRY N & DURHAM, PATRICIA P	1198 PEELE RD	CLAYTON, NC 27520
SHACKLEFORD-BUNN DEV CO LLC	1025 RIDGE RD	CLAYTON, NC 27520
CORPORATE DEVELOPERS LLC	155 BENNETT PL	CLAYTON, NC 27527
WOOD, HEIDI CAPPS & WOOD, BRENT E	222 SUMMIT ST	CLAYTON, NC 27520
RARY, JAMES KENNETH JR & RARY, SHELIA	219 SUMMIT ST	CLAYTON, NC 27520
BV 173 LLC	1414 YANCEYVILLE ST STE 300	GREENSBORO, NC 27405
MICHAEL LYNN MARVEL REVOCABLE TRUST & MARVEL, MICHAEL LYNN TRUSTEE	2127 WILLOW HILL LN	CLAYTON, NC 27520
MASSEY, JOHN WESLEY	8041 ST ANDREWS DR	LAURINBURG, NC 28352
LEE BROTHERS RENTAL	400 W MAIN STREET	CLAYTON, NC 27528
ALLEN, MARY & SHALLINGTON, KATHERINE ALLEN	PO BOX 1633	CLAYTON, NC 27528
SANT HOSPITALITY LLC	761 ENTERPRISE DR	CLAYTON, NC 27520



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: Capps Tract Address or PIN #: 05026073

AGENT/APPLICANT INFORMATION:

WithersRavenel, Inc. - Attn: Don Mizelle
(Name - type, print clearly) 115 MacKenan Drive
(Address) Cary, NC 27511
(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*):

Rezoning Subdivision Preliminary Plat
Special Use Site Plan

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:

JACQUELINE CAPPS 6621 WAKEHURST ROAD
(Name - type, print clearly) (Address)
[Signature] CHARLOTTE, NC 28226
(Owner's Signature) (City, State, Zip)

STATE OF North Carolina
COUNTY OF Mecklenburg

Sworn and subscribed before me Bridget Speller-Purinton, a Notary Public for the above State and County, this
the 22nd day of May, 2017.

SEAL

BRIDGET SPELLER-PURINGTON
Notary Public
Mecklenburg Co., North Carolina
My Commission Expires March 23, 2021

[Signature]
Notary Public
My Commission
Expires:

March 23, 2021



**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

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: Capps Tract Rezoning **Address or PIN #:** 165915-54-6707

AGENT/APPLICANT INFORMATION:

Don Mizelle - Withers Ravenel

(Name - type, print clearly)

115 MacKenan Drive

(Address)

Cary, NC 27511

(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*):

Rezoning of a portion of the parcel above from B3 to R-10

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

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

OWNER AUTHORIZATION:

MICHAEL L. MARVER
(Name - type, print clearly)

(Owner's Signature)

2127 Wilkes Hill Lane
(Address)

CLAYTON, NC 27520
(City, State, Zip)

STATE OF

COUNTY OF

Sworn and subscribed before me, Imogene Cogswell, a Notary Public for the above State and County, this 2nd day of October, 2019.



Notary Public

My Commission
Expires:

10-1-2019

October 2013



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
July 24, 2017*

STAFF REPORT

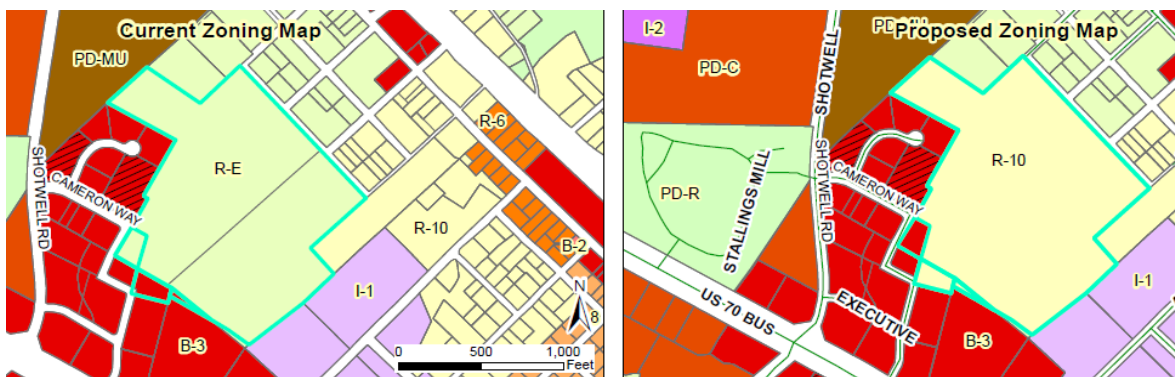
Application Number: 2017-99-RZ Project Name: Capps Tract Rezoning

NC PIN / Tag #: portions of 165911-65-2257 / 05026073 and 165915-54-6707 / 05g02005y
Town Limits/ETJ: portion within town limits, portion within ETJ
Overlay: none
Applicant: Withers Ravenel (c/o Don Mizelle)
Owner: Stella Puckett Capps Estate (c/o Jerry Capps)
Location: The property is located behind the commercial development at Enterprise Drive and Cameron Way.

Public Noticing:

- Neighborhood meeting July 11, 2017
- Site posted July 14, 2017
- Letters mailed prior to August 18, 2017
- Newspaper ad posted prior to August 25, 2017

REQUEST: Rezoning from Residential-Estate (R-E) and Highway Business (B-3) to Residential-10 (R-10), with some land also being rezoned from Residential-Estate (R-E) to Highway Business (B-3).



SITE DATA:

Acreage: 36.318 acres being rezoned
Existing Use: Agriculture or vacant

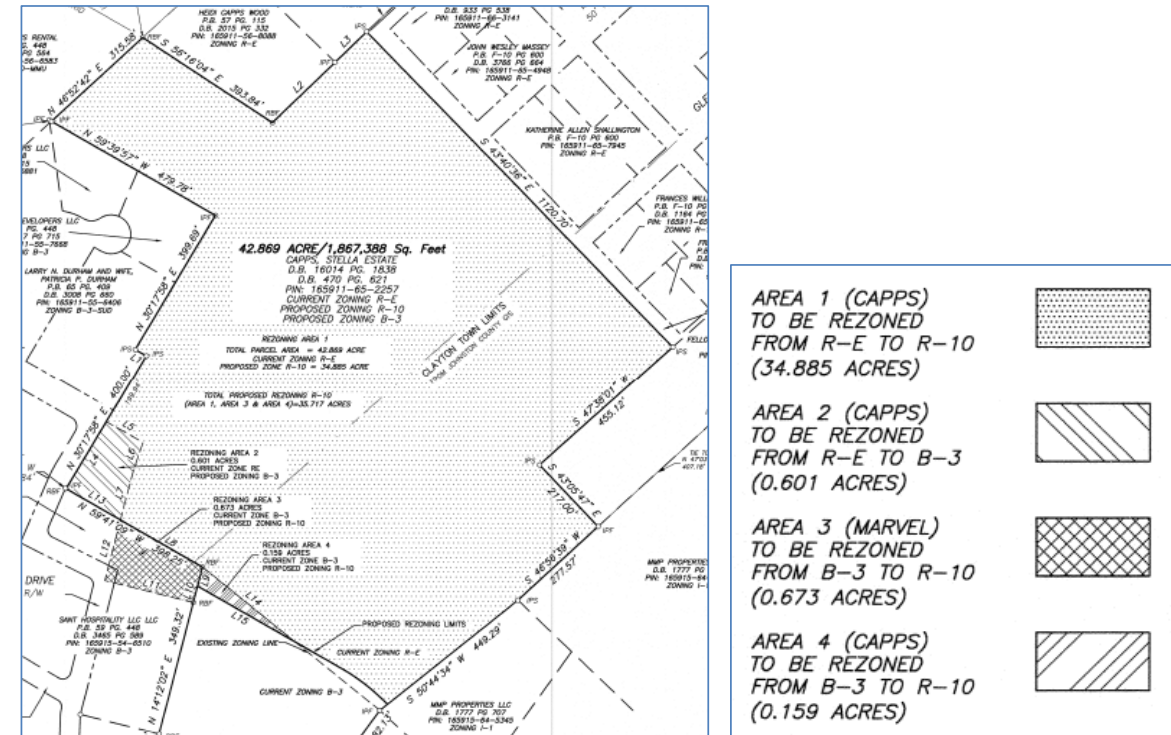
ADJACENT ZONING AND LAND USES:

Direction	Zoning	Existing Use
North	Residential-Estate (R-E)	Single Family Residential
South	Highway Business (B-3)	Commercial and Vacant
East	Residential-10 (R-10) and Light Industrial (I-1)	Church, Industrial, and Vacant
West	Residential-Estate (R-E) and Highway Business (B-3)	Agricultural, Commercial, and Vacant

STAFF ANALYSIS AND COMMENTARY:

Overview

The applicant is requesting to rezone 36± acres. The land is currently agricultural or vacant and primarily tucked behind the Cameron Way / Enterprise Drive commercial park. The land is partially within and without the Town Limits. The rezoning request is in anticipation of a potential right-of-way abandonment (part of Enterprise Drive) and realignment as well as a potential future subdivision request, although neither have been formally submitted at this time.



Existing vs. Proposed Zoning

The following uses are typical (but not exhaustive) of the zoning district: **Highway Business (B-3)**

- Nursing home
- Upper-story residence
- Daycare
- Hospital
- Trade or technical school
- Government service
- Fitness center
- Nursery
- Car-wash
- Convenience store
- Creative studio
- Bank
- Hotel
- Office
- Microbrewery
- Restaurant
- Retail
- Service

The following uses are typical (but not exhaustive) of the zoning district: **Residential-10 (R-10)**

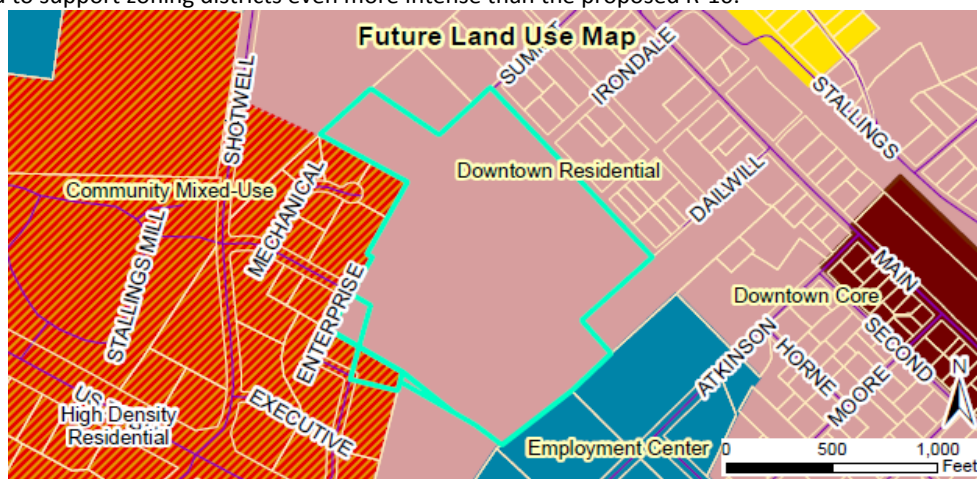
- Single family detached residential
- Apartments, Duplexes, and Townhomes are allowed by Special Use Permit only
- Daycares and Churches are allowed by Conditional Use Permit only
- Golf Course or Park

The following uses are typical (but not exhaustive) of the zoning district: **Residential-Estate (R-E)**

- Single family detached residential
- Apartments, Duplexes, and Townhomes are not allowed
- Manufactured Home Park is allowed by Special Use Permit only
- Daycares, Churches, Funeral Homes, and Kennels are allowed by Conditional Use Permit only
- Golf Course, Park, or Private Stable

Consistency with the Comprehensive Plan 2040

The property is identified primarily in the adopted Future Land Use Map as Downtown Residential, which is intended to support zoning districts even more intense than the proposed R-10.



The following table identifies which zoning districts are consistent with the Future Land Use Map categories (designations).

Future Land Use Designation	COMPATIBLE ZONING DISTRICTS												
	R-E	R-10	R-8	R-6	O-R	O-I	B-1	B-2	B-3	I-1	I-2	PF	PDD
ARR	X											X	
LDR	X	X										X	
MDR		X	X	X								X	
HDR			X	X								X	
DR			X	X	X	X	X					X	X
NC						X	X	X				X	X
CC								X	X			X	X
DC							X					X	X
EC									X	X	X	X	X
ROS												X	

Comprehensive Plan Goals supporting the rezoning request include:

- LU1: Preserve Clayton's small-town character, while allowing for growth and development in appropriate areas.
- LU2: Encourage quality development which maximizes existing infrastructure...
- H1: Encourage a range of housing types and lot sizes that meets the needs of various income levels, family sizes, and ages.

Comprehensive Plan Goals not supporting the rezoning request include:

- none

Consistency with Overlay Districts

There are no Overlay Districts.

Compatibility with surrounding land uses and potential for adverse effects

The site is located adjacent to properties zoned Residential-Estate, Residential-10, Light Industrial, and Highway Business. Some of the adjacent properties are occupied by active uses as permitted by their zoning district, but not all adjacent properties have active uses. A rezoning to Residential-10 would be consistent with the existing and surrounding residential uses, and supportive of the surrounding nonresidential uses.

Capacity/adequacy of public facilities and services

Town water and sewer facilities are adjacent and could potentially be tapped to serve any future development on this parcel.

CONSIDERATIONS:

- Rezonings are decided by the Town Council. The Planning Board shall make a recommendation to the Town Council.

Staff Report
2017-99-RZ

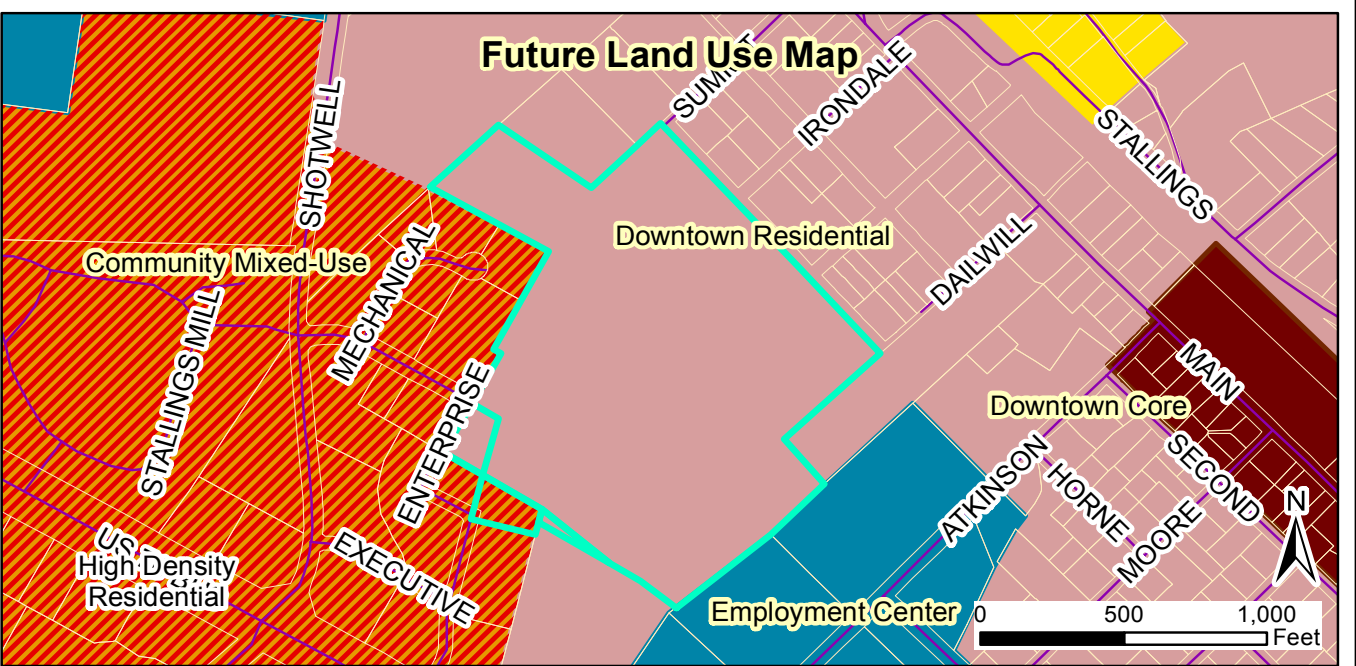
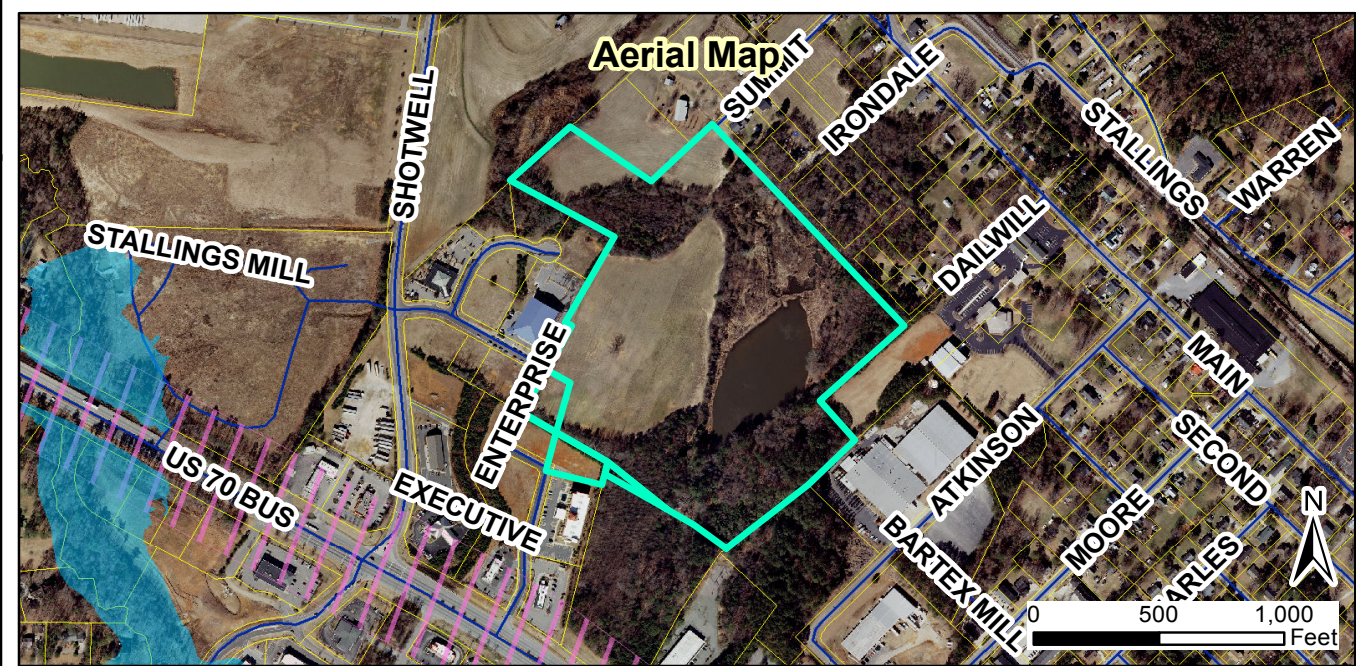
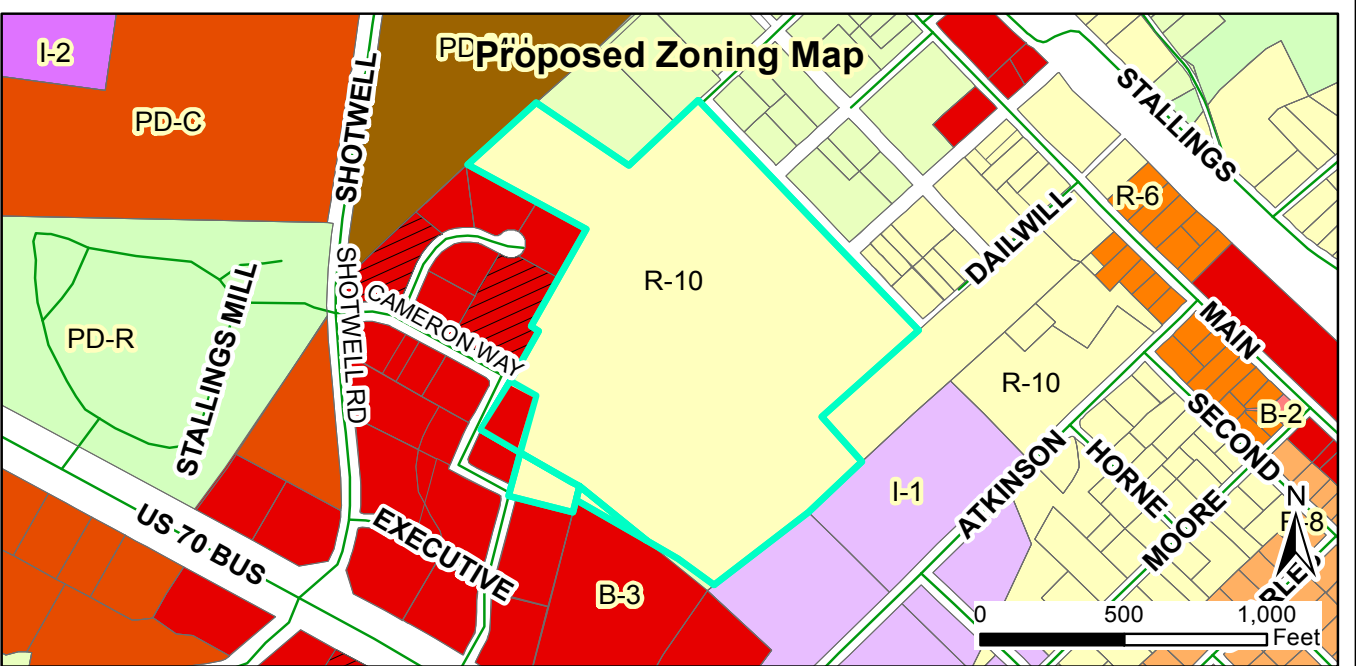
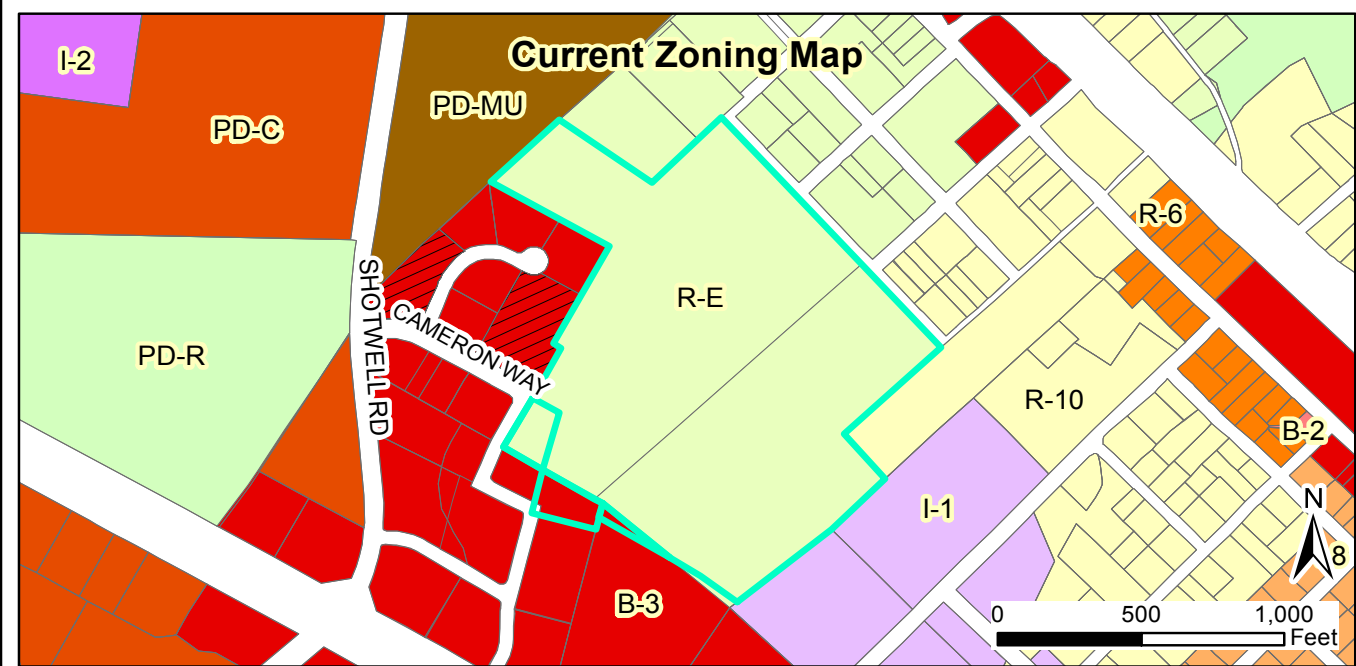
- When adopting or rejecting the rezoning, the Town Council shall approve a statement describing whether its action is consistent with adopted plans and/or policies of the Town and explaining why the Council considers the action taken to be reasonable and in the public interest.

STAFF RECOMMENDATION:

Approval of the rezoning.

ATTACHMENTS:

- 1) Application
- 2) Site Plan and Legal Description
- 3) Staff Report Map
- 4) Neighborhood Meeting Materials



Request:
2017-99-RZ, Capps Tract, Rezoning to R-10 and B-3

Applicant: Withers Ravenel
 Property Owners: Capps Estate & Mike Marvel
 Parcel ID: 165911-65-2257 & 165915-54-6707
 Tag #: 05026073 & 05g02005y

Staff Report Map

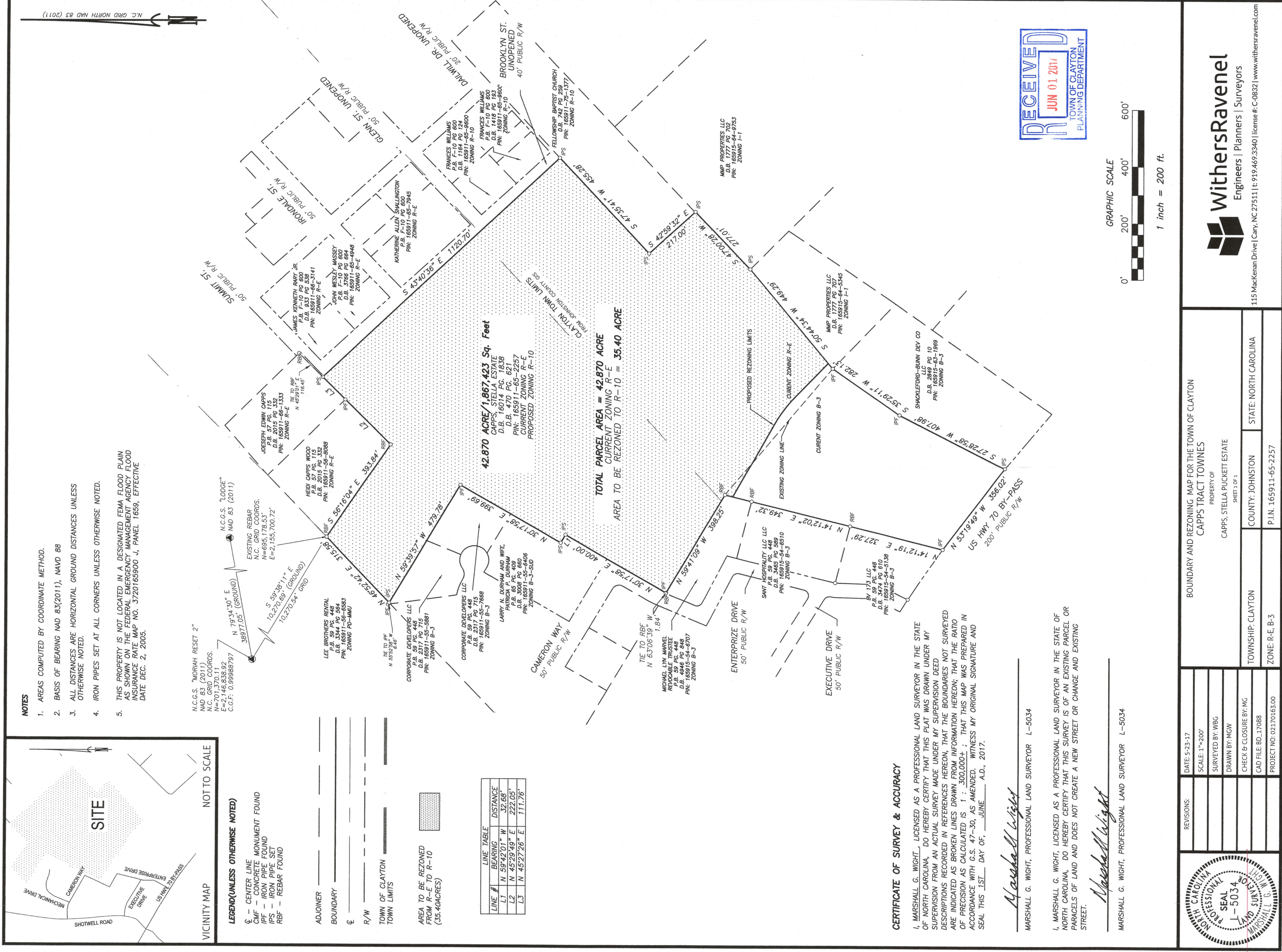


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Legend

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

07/18/2017
 Produced by: TOC Planning
 Disclaimer: Town of Clayton assumes no legal responsibility for the quality of the data represented here.



TECHNICAL APPENDIX

TECHNICAL APPENDIX

APPENDIX A

TRAFFIC COUNTS



RAMEY KEMP & ASSOCIATES TRANSPORTATION ENGINEERS

5808 Faringdon Place, Suite 100
Raleigh, NC 27609
PH: 919 872-5115
FX: 919 878-5416

File Name : Shotwell Road and US 70
Site Code : 00051717
Start Date : 5/17/2017
Page No : 1

Groups Printed- Cars & Trucks

Start Time	Shotwell Road Southbound					US 70 Westbound					Shotwell Road Northbound					US 70 Eastbound					Exclu. Total	Truck Total	Int. Total
	Right	Thru	Left	TRKS	App. Total	Right	Thru	Left	TRKS	App. Total	Right	Thru	Left	TRKS	App. Total	Right	Thru	Left	TRKS	App. Total			
07:00 AM	30	22	38	5	90	49	488	10	15	547	4	56	43	0	103	9	127	13	2	149	22	889	911
07:15 AM	23	23	48	8	94	70	475	11	7	556	3	57	37	1	97	10	152	12	1	174	17	921	938
07:30 AM	22	26	47	3	95	98	362	11	6	471	2	41	40	2	83	22	183	27	14	232	25	881	906
07:45 AM	29	36	45	5	110	49	357	12	8	418	3	59	45	2	107	21	195	22	19	238	34	873	907
Total	104	107	178	21	389	266	1682	44	36	1992	12	213	165	5	390	62	657	74	36	793	98	3564	3662
08:00 AM	37	30	64	2	131	18	322	14	7	354	10	48	51	0	109	14	203	45	12	262	21	856	877
08:15 AM	23	19	34	7	76	35	323	13	5	371	10	60	38	2	108	11	171	40	12	222	26	777	803
08:30 AM	29	30	40	8	99	38	317	15	10	370	6	39	34	1	79	11	149	47	12	207	31	755	786
08:45 AM	42	22	48	7	112	30	329	26	20	385	10	43	44	1	97	26	159	34	11	219	39	813	852
Total	131	101	186	24	418	121	1291	68	42	1480	36	190	167	4	393	62	682	166	47	910	117	3201	3318
*** BREAK ***																							
04:00 PM	33	38	45	4	116	24	223	16	12	263	19	36	33	1	88	38	281	46	6	365	23	832	855
04:15 PM	15	33	44	10	92	21	184	12	3	217	6	40	28	1	74	53	367	62	5	482	19	865	884
04:30 PM	35	46	46	6	127	69	186	22	4	277	7	47	50	0	104	54	341	73	11	468	21	976	997
04:45 PM	23	37	47	5	107	41	189	15	3	245	8	38	30	1	76	59	454	76	7	589	16	1017	1033
Total	106	154	182	25	442	155	782	65	22	1002	40	161	141	3	342	204	1443	257	29	1904	79	3690	3769
05:00 PM	19	45	64	6	128	43	242	19	4	304	13	42	57	2	112	62	414	69	7	545	19	1089	1108
05:15 PM	20	46	55	3	121	38	240	25	14	303	6	25	40	0	71	56	428	49	13	533	30	1028	1058
05:30 PM	19	79	52	1	150	45	272	40	1	357	8	50	39	2	97	66	350	67	4	483	8	1087	1095
05:45 PM	21	44	52	2	117	51	152	28	3	231	18	39	42	1	99	55	412	45	2	512	8	959	967
Total	79	214	223	12	516	177	906	112	22	1195	45	156	178	5	379	239	1604	230	26	2073	65	4163	4228
Grand Total	420	576	769	82	1765	719	4661	289	122	5669	133	720	651	17	1504	567	4386	727	138	5680	359	14618	14977
Approch %	23.8	32.6	43.6			12.7	82.2	5.1			8.8	47.9	43.3			10	77.2	12.8					
Total %	2.9	3.9	5.3		12.1	4.9	31.9	2		38.8	0.9	4.9	4.5		10.3	3.9	30	5		38.9	2.4	97.6	

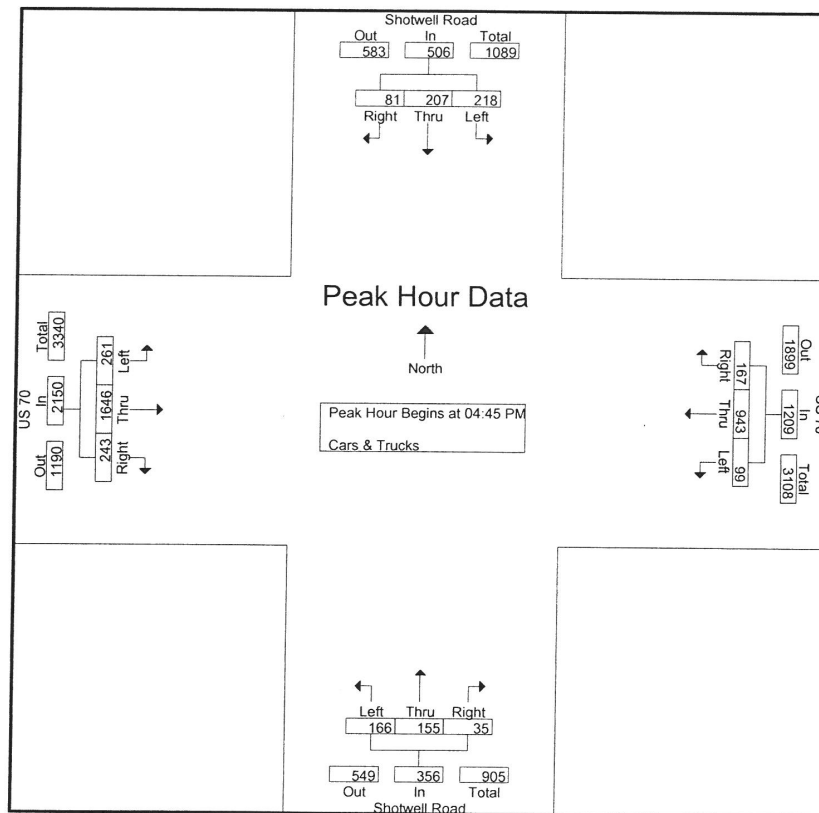


RAMEY KEMP & ASSOCIATES TRANSPORTATION ENGINEERS

5808 Faringdon Place, Suite 100
Raleigh, NC 27609
PH: 919 872-5115
FX: 919 878-5416

File Name : Shotwell Road and US 70
Site Code : 00051717
Start Date : 5/17/2017
Page No : 3

	Shotwell Road Southbound				US 70 Westbound				Shotwell Road Northbound				US 70 Eastbound				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
Peak Hour Analysis From 12:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:45 PM																	
04:45 PM	2	37	47	107	41	189	15	245	8	38	30	76	59	414	76	549	1017
05:00 PM	19	45	64	128	43	242	19	304	13	42	57	112	62	414	69	545	1089
05:15 PM	20	46	55	121	38	240	25	303	6	25	40	71	56	428	49	533	1028
05:30 PM	19	79	52	150	45	272	40	357	8	50	39	97	66	350	67	483	1087
Total Volume	81	207	218	506	167	943	99	1209	35	155	166	356	243	1646	261	2150	4221
% App. Total	16	40.9	43.1		13.8	78	8.2		9.8	43.5	46.6		11.3	76.6	12.1		
PHF	.880	.655	.852	.843	.928	.867	.619	.847	.673	.775	.728	.795	.920	.906	.859	.913	.969

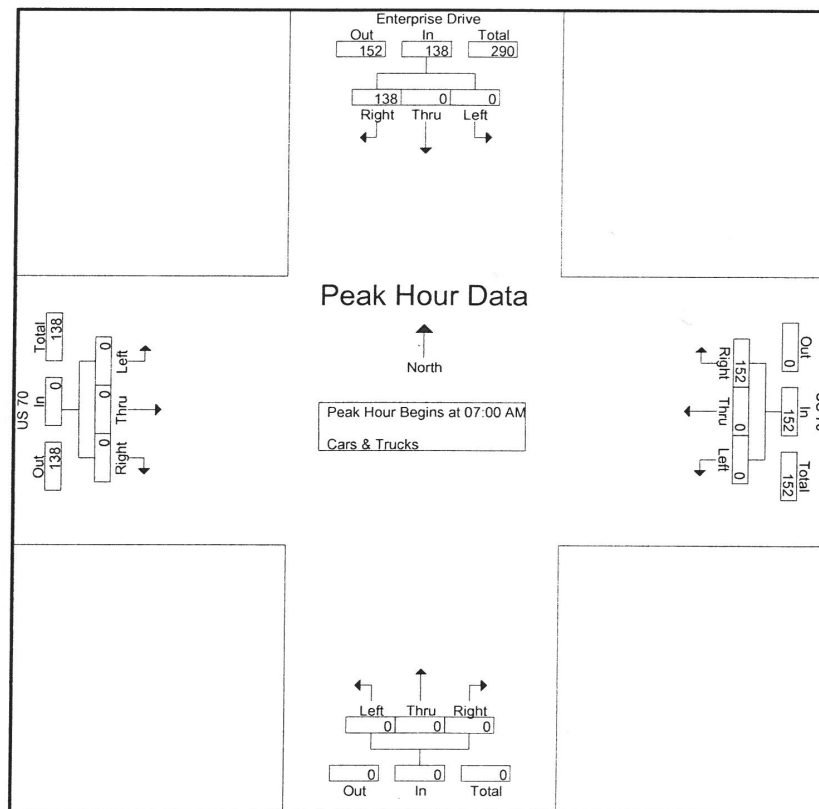




5808 Faringdon Place, Suite 100
 Raleigh, NC 27609
 PH: 919 872-5115
 FX: 919 878-5416

File Name : US 70 and Enterprise Drive
 Site Code : 00051817
 Start Date : 5/18/2017
 Page No : 2

	Enterprise Drive Southbound				US 70 Westbound				Northbound				US 70 Eastbound				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 11:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:00 AM																	
07:00 AM	32	0	0	32	41	0	0	41	0	0	0	0	0	0	0	0	73
07:15 AM	26	0	0	26	42	0	0	42	0	0	0	0	0	0	0	0	68
07:30 AM	37	0	0	37	27	0	0	27	0	0	0	0	0	0	0	0	64
07:45 AM	43	0	0	43	42	0	0	42	0	0	0	0	0	0	0	0	85
Total Volume	138	0	0	138	152	0	0	152	0	0	0	0	0	0	0	0	290
% App. Total	100	0	0		100	0	0		0	0	0		0	0	0		
PHF	.802	.000	.000	.802	.905	.000	.000	.905	.000	.000	.000	.000	.000	.000	.000	.000	.853





RAMEY KEMP & ASSOCIATES TRANSPORTATION ENGINEERS

5808 Faringdon Place, Suite 100
Raleigh, NC 27609
PH: 919 872-5115
FX: 919 878-5416

File Name : Shotwell Road and Cameron Way
Site Code : 00051717
Start Date : 5/18/2017
Page No : 1

Groups Printed- Cars & Trucks

Start Time	Shotwell Road Southbound					Cameron Way Westbound					Shotwell Road Northbound					Stallings Mill Apartments Eastbound					Exclu. Total	Inclu. Total	Int. Total
	Right	Thru	Left	TRKS	App. Total	Right	Thru	Left	TRKS	App. Total	Right	Thru	Left	TRKS	App. Total	Right	Thru	Left	TRKS	App. Total			
07:00 AM	0	63	16	8	79	12	0	9	0	21	1	101	0	4	102	0	0	0	0	0	12	202	214
07:15 AM	0	88	7	5	95	5	1	15	0	21	7	154	0	1	161	1	0	1	0	2	6	279	285
07:30 AM	1	86	7	1	94	7	1	7	0	15	8	97	1	1	106	1	0	0	0	1	2	216	218
07:45 AM	0	93	14	1	107	5	0	8	0	13	9	134	0	9	143	0	0	0	0	0	10	263	273
Total	1	330	44	15	375	29	2	39	0	70	25	486	1	15	512	2	0	1	0	3	30	960	990
08:00 AM	0	97	4	7	101	7	0	7	0	14	4	87	1	1	92	1	0	1	0	2	8	209	217
08:15 AM	0	95	15	6	110	9	0	10	0	19	2	95	1	4	98	1	0	0	0	1	10	228	238
08:30 AM	1	80	7	4	88	9	0	1	1	10	8	77	3	4	88	0	0	2	0	2	9	188	197
08:45 AM	0	102	5	7	107	4	0	10	0	14	7	68	0	0	75	2	0	0	0	2	7	198	205
Total	1	374	31	24	406	29	0	28	1	57	21	327	5	9	353	4	0	3	0	7	34	823	857
*** BREAK ***																							
04:00 PM	0	109	5	2	114	8	0	10	0	18	8	98	0	9	106	6	0	1	0	7	11	245	256
04:15 PM	1	95	10	3	106	4	0	6	0	10	1	108	1	5	110	3	0	0	0	3	8	229	237
04:30 PM	0	132	4	4	136	7	0	4	0	11	8	118	2	4	128	1	0	0	0	1	8	276	284
04:45 PM	1	141	8	5	150	8	0	12	0	20	9	121	2	2	132	0	0	0	0	0	7	302	309
Total	2	477	27	14	506	27	0	32	0	59	26	445	5	20	476	10	0	1	0	11	34	1052	1086
05:00 PM	1	124	6	2	131	6	0	7	0	13	2	138	0	4	140	4	0	1	0	5	6	289	295
05:15 PM	2	142	7	4	151	12	0	10	0	22	12	127	1	6	140	1	0	1	0	2	10	315	325
05:30 PM	0	132	15	1	147	11	0	9	0	20	9	116	0	3	125	2	1	0	0	3	4	295	299
05:45 PM	4	116	10	0	130	8	0	7	0	15	4	90	0	5	94	2	0	0	0	2	5	241	246
Total	7	514	38	7	559	37	0	33	0	70	27	471	1	18	499	9	1	2	0	12	25	1140	1165
Grand Total	11	1695	140	60	1846	122	2	132	1	256	99	1729	12	62	1840	25	1	7	0	33	123	3975	4098
Apprch %	0.6	91.8	7.6			47.7	0.8	51.6			5.4	94	0.7			75.8	3	21.2					
Total %	0.3	42.6	3.5		46.4	3.1	0.1	3.3		6.4	2.5	43.5	0.3		46.3	0.6	0	0.2		0.8	3	97	

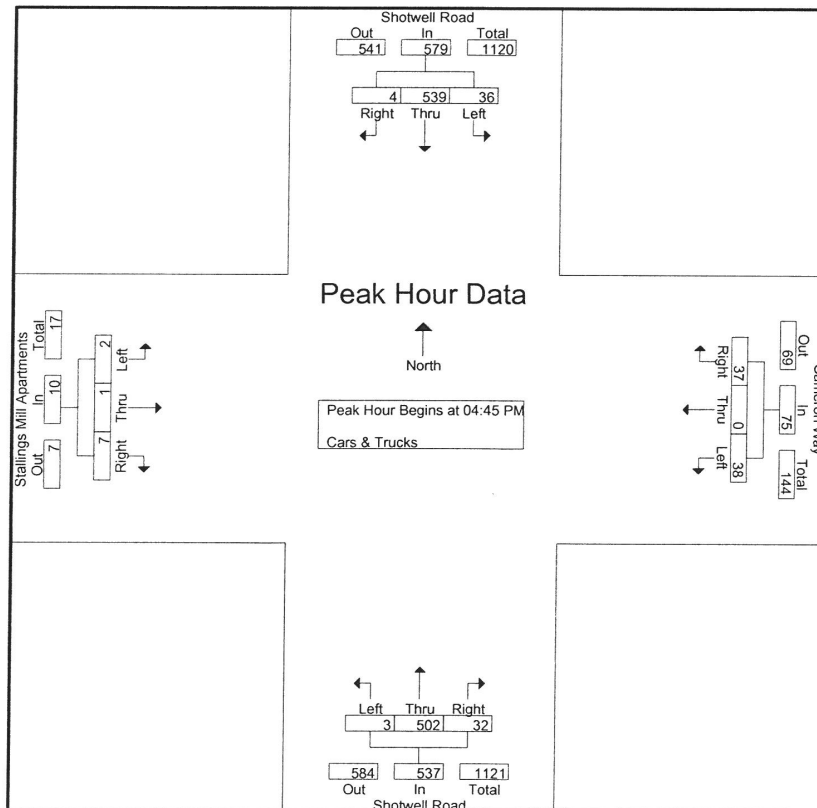


RAMEY KEMP & ASSOCIATES TRANSPORTATION ENGINEERS

5808 Faringdon Place, Suite 100
Raleigh, NC 27609
PH: 919 872-5115
FX: 919 878-5416

File Name : Shotwell Road and Cameron Way
Site Code : 00051717
Start Date : 5/18/2017
Page No : 3

	Shotwell Road Southbound				Cameron Way Westbound				Shotwell Road Northbound				Stallings Mill Apartments Eastbound				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
Peak Hour Analysis From 12:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:45 PM																	
04:45 PM	1	141	8	150	8	0	12	20	9	121	2	132	0	0	0	0	302
05:00 PM	1	124	6	131	6	0	7	13	2	118	0	120	4	0	1	5	289
05:15 PM	2	142	7	151	12	0	10	22	12	127	1	140	1	0	1	2	315
05:30 PM	0	132	15	147	11	0	9	20	9	116	0	125	2	1	0	3	295
Total Volume	4	539	36	579	37	0	38	75	32	502	3	537	7	1	2	10	1201
% App. Total	0.7	93.1	6.2		49.3	0	50.7		6	93.5	0.6		70	10	20		
PHF	.500	.949	.600	.959	.771	.000	.792	.852	.667	.909	.375	.959	.438	.250	.500	.500	.953





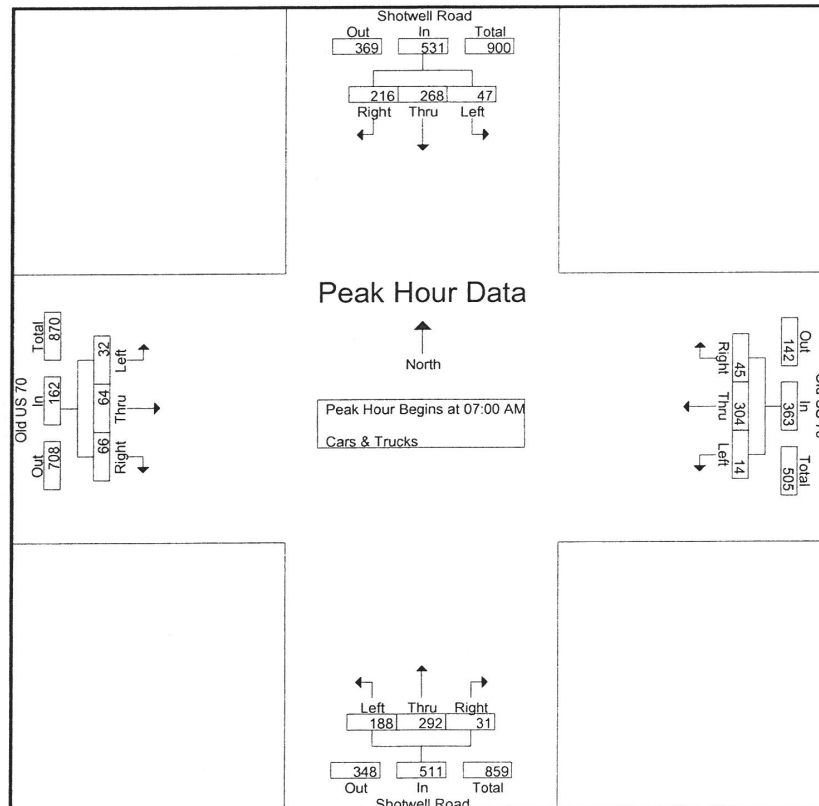
RAMEY KEMP & ASSOCIATES

TRANSPORTATION ENGINEERS

5808 Faringdon Place, Suite 100
Raleigh, NC 27609
PH: 919 872-5115
FX: 919 878-5416

File Name : Old US 70 and Shotwell Road
Site Code : 00052317
Start Date : 5/23/2017
Page No : 2

	Shotwell Road Southbound				Old US 70 Westbound				Shotwell Road Northbound				Old US 70 Eastbound				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 11:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:00 AM																	
07:00 AM	56	58	9	123	19	87	5	111	8	74	50	132	16	20	8	44	410
07:15 AM	61	64	10	135	15	96	3	114	7	77	58	142	15	12	10	37	428
07:30 AM	57	54	12	123	5	84	4	93	7	78	50	135	13	17	9	39	390
07:45 AM	42	92	16	150	6	37	2	45	9	63	30	102	22	15	5	42	339
Total Volume	216	268	47	531	45	304	14	363	31	292	188	511	66	64	32	162	1567
% App. Total	40.7	50.5	8.9		12.4	83.7	3.9		6.1	57.1	36.8		40.7	39.5	19.8		
PHF	.885	.728	.734	.885	.592	.792	.700	.796	.861	.936	.810	.900	.750	.800	.800	.920	.915





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&
ASSOCIATES**
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5808 Faringdon Place, Suite 100
Raleigh, NC 27609
PH: 919 872-5115
FX: 919 878-5416

File Name : Shotwell Road and Executive Drive
Site Code : 00052317
Start Date : 5/23/2017
Page No : 1

Groups Printed- Cars & Trucks

Start Time	Shotwell Road Southbound					Executive Drive Westbound					Shotwell Road Northbound					Eastbound					Excl. Total	Incl. Total	Int. Total
	Right	Thru	Left	TRKS	App. Total	Right	Thru	Left	TRKS	App. Total	Right	Thru	Left	TRKS	App. Total	Right	Thru	Left	TRKS	App. Total			
07:00 AM	0	0	0	0	0	5	0	0	0	5	5	0	0	0	5	0	0	0	0	0	0	10	10
07:15 AM	0	0	0	0	0	12	0	0	1	12	1	0	0	0	1	0	0	0	0	0	1	13	14
07:30 AM	0	0	0	0	0	3	0	0	0	3	7	0	0	0	7	0	0	0	0	0	0	10	10
07:45 AM	0	0	0	0	0	2	0	0	0	2	12	0	0	0	12	0	0	0	0	0	0	14	14
Total	0	0	0	0	0	22	0	0	1	22	25	0	0	0	25	0	0	0	0	0	1	47	48
08:00 AM	0	0	0	0	0	2	0	0	0	2	4	0	0	0	4	0	0	0	0	0	0	6	6
08:15 AM	0	0	0	0	0	6	0	0	0	6	23	0	0	0	23	0	0	0	0	0	0	29	29
08:30 AM	0	0	0	0	0	14	0	0	0	14	10	0	0	0	10	0	0	0	0	0	0	24	24
08:45 AM	0	0	0	0	0	5	0	0	0	5	10	0	0	0	10	0	0	0	0	0	0	15	15
Total	0	0	0	0	0	27	0	0	0	27	47	0	0	0	47	0	0	0	0	0	0	74	74
*** BREAK ***																							
04:00 PM	0	0	0	0	0	12	0	0	0	12	6	0	0	0	6	0	0	0	0	0	0	18	18
04:15 PM	0	0	0	0	0	9	0	0	1	9	8	0	0	0	8	0	0	0	0	0	1	17	18
04:30 PM	0	0	0	0	0	10	0	0	0	10	7	0	0	0	7	0	0	0	0	0	0	17	17
04:45 PM	0	0	0	0	0	5	0	0	0	5	8	0	0	0	8	0	0	0	0	0	0	13	13
Total	0	0	0	0	0	36	0	0	1	36	29	0	0	0	29	0	0	0	0	0	1	65	66
05:00 PM	0	0	0	0	0	6	0	0	0	6	3	0	0	0	3	0	0	0	0	0	0	9	9
05:15 PM	0	0	0	0	0	8	0	0	0	8	7	0	0	0	7	0	0	0	0	0	0	15	15
05:30 PM	0	0	0	0	0	6	0	0	0	6	4	0	0	0	4	0	0	0	0	0	0	10	10
05:45 PM	0	0	0	0	0	4	0	0	0	4	8	0	0	0	8	0	0	0	0	0	0	12	12
Total	0	0	0	0	0	24	0	0	0	24	22	0	0	0	22	0	0	0	0	0	0	46	46
Grand Total	0	0	0	0	0	109	0	0	2	109	123	0	0	0	123	0	0	0	0	0	2	232	234
Apprch %	0	0	0			100	0	0			100	0	0			0	0	0					
Total %	0	0	0			47	0	0		47	53	0	0		53	0	0	0			0.9	99.1	



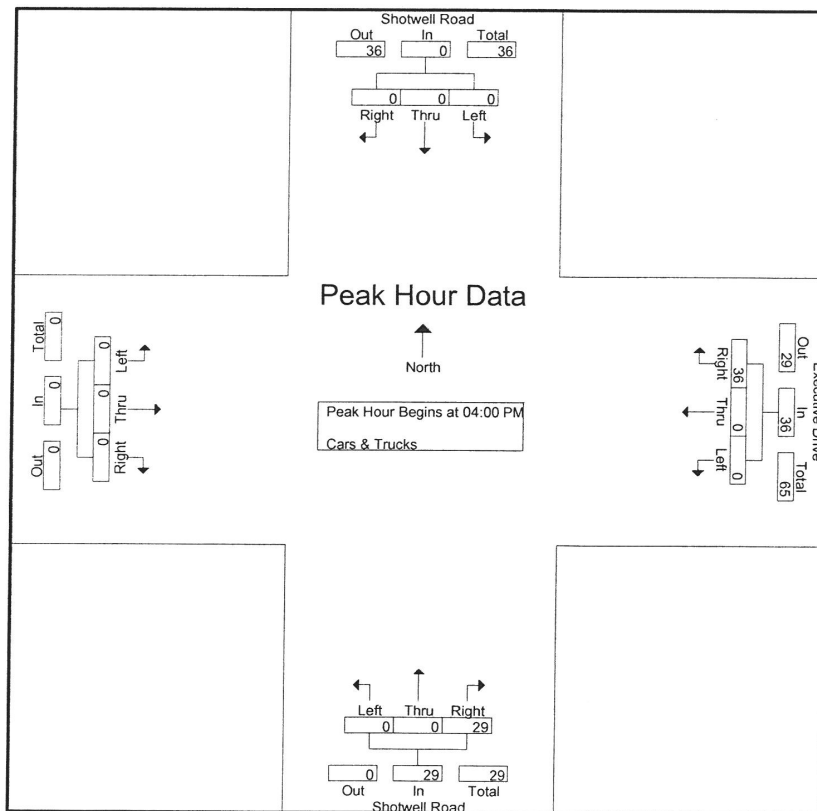
RAMEY KEMP & ASSOCIATES

TRANSPORTATION ENGINEERS

5808 Faringdon Place, Suite 100
Raleigh, NC 27609
PH: 919 872-5115
FX: 919 878-5416

File Name : Shotwell Road and Executive Drive
Site Code : 00052317
Start Date : 5/23/2017
Page No : 3

	Shotwell Road Southbound				Executive Drive Westbound				Shotwell Road Northbound				Executive Drive Eastbound				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
Peak Hour Analysis From 12:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:00 PM																	
04:00 PM	0	0	0	0	12	0	0	12	6	0	0	6	0	0	0	0	18
04:15 PM	0	0	0	0	9	0	0	9	8	0	0	8	0	0	0	0	17
04:30 PM	0	0	0	0	10	0	0	10	7	0	0	7	0	0	0	0	17
04:45 PM	0	0	0	0	5	0	0	5	8	0	0	8	0	0	0	0	13
Total Volume	0	0	0	0	36	0	0	36	29	0	0	29	0	0	0	0	65
% App. Total	0	0	0	0	100	0	0	100	100	0	0	100	0	0	0	0	100
PHF	.000	.000	.000	.000	.750	.000	.000	.750	.906	.000	.000	.906	.000	.000	.000	.000	.903



APPENDIX B

SIGNAL PLANS

Shotwell Apartments

Clayton, NC

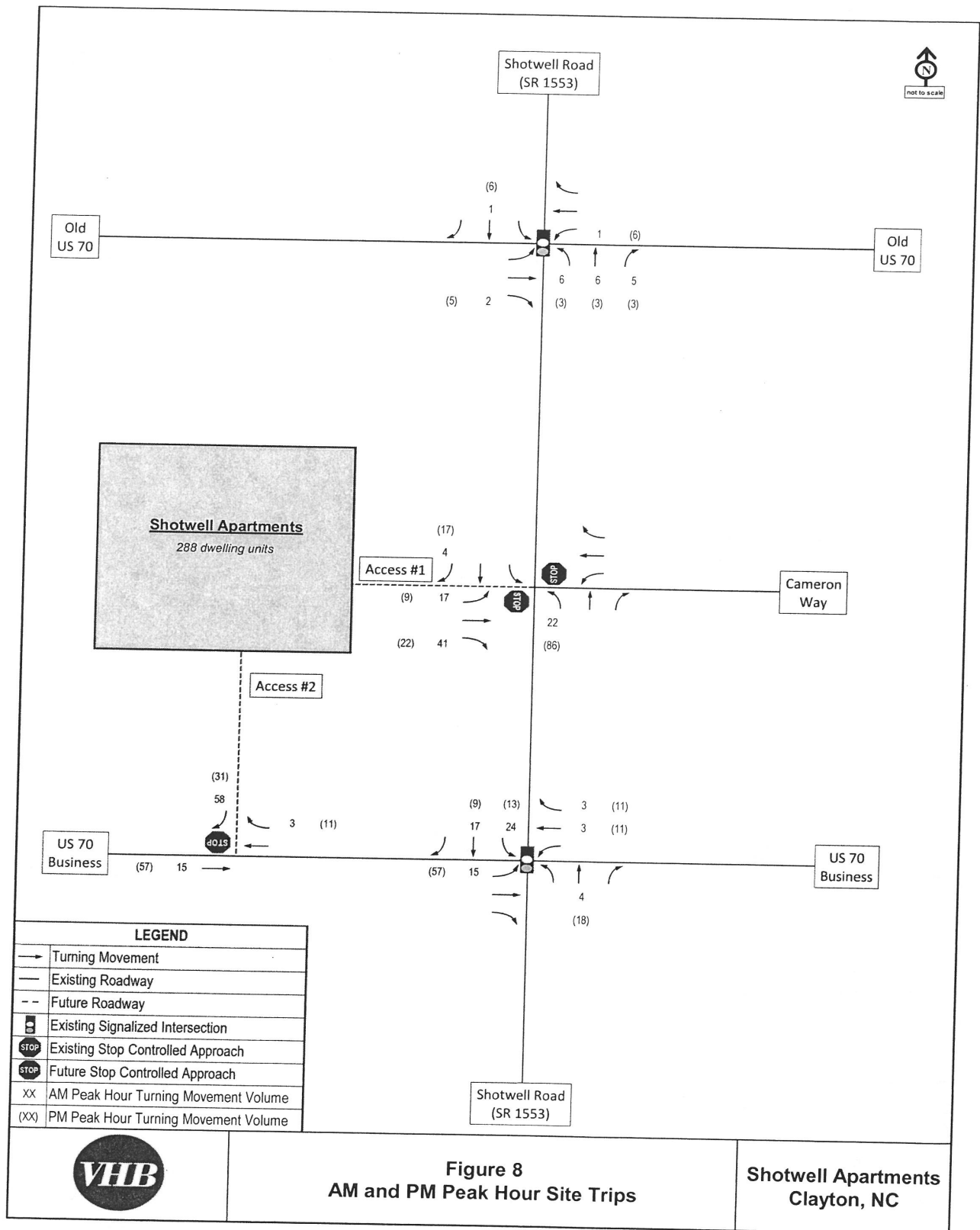
Prepared for **Caviness and Cates, LLC**
 c/o Maggie Lockwood, CAM, NC Broker
 639 Executive Place, Suite 400
 Fayetteville, NC 28305

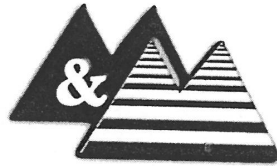
Prepared by **VHB Engineering NC, P.C. (C-3705)**
 4000 Westchase Boulevard, Suite 530
 Raleigh, NC 27607
 919.829.0328 • Fax 919.829.0329
 www.vhb.com

August 30, 2013



Transportation | Land Development | Environmental





Traffic Impact Analysis

For

“Creech Subdivision”

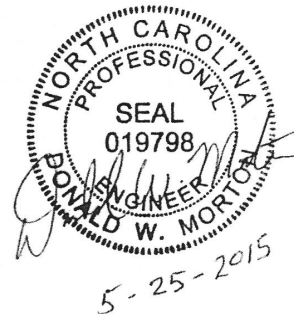
**Site Plan Development
Clayton, Johnston County, North Carolina**

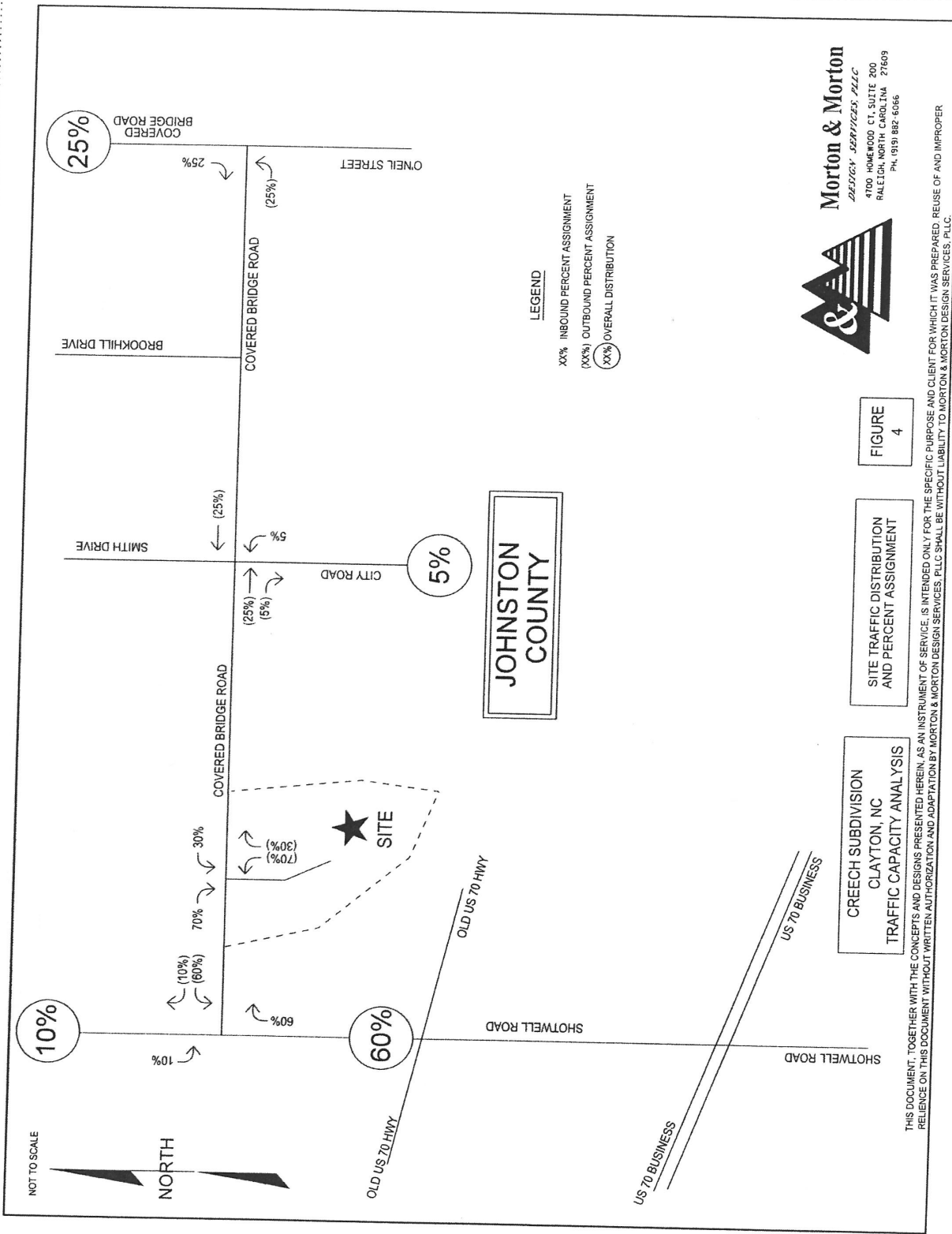
Morton & Morton

Design Services, PLLC

4700 Homewood CT, Suite 200
Raleigh, North Carolina 27609
(919) 882-6066

May 25, 2015

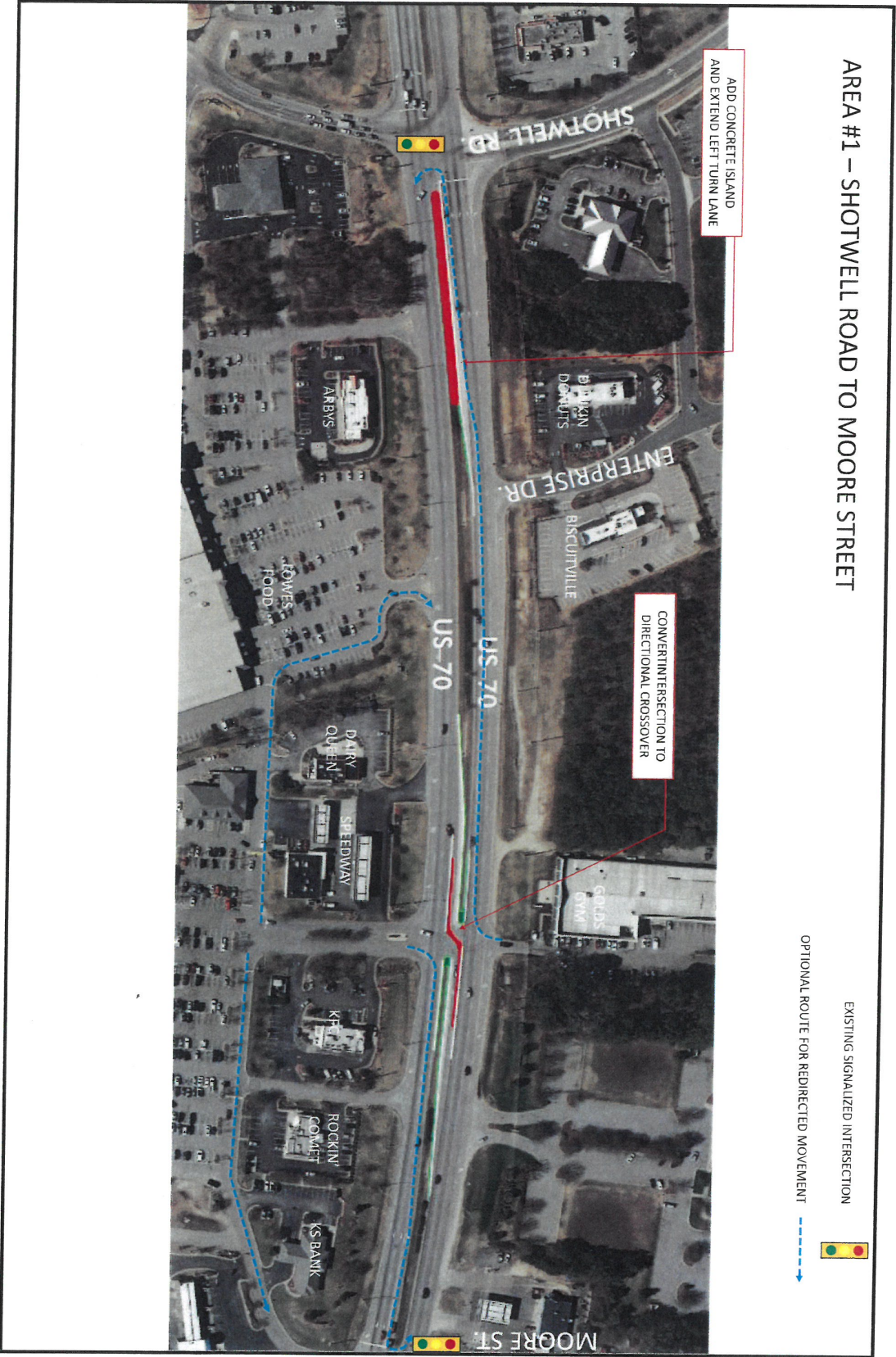




APPENDIX D

FUTURE ROADWAY IMPROVEMENTS

AREA #1 – SHOTWELL ROAD TO MOORE STREET



APPENDIX E

CAPACITY ANALYSIS CALCULATIONS US HIGHWAY 70 BUSINESS & SHOTWELL ROAD

Lanes, Volumes, Timings
1: Shotwell Road & US Highway 70

Existing (2017) AM
6/13/2017

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	74	657	62	44	1682	266	165	213	12	178	107	104
Future Volume (vph)	74	657	62	44	1682	266	165	213	12	178	107	104
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	775		475	175		150	275		0	0		0
Storage Lanes	1		1	1		1	1		0	1		0
Taper Length (ft)	100			100			100			100		
Lane Util. Factor	1.00	0.95	1.00	1.00	0.91	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt			0.850			0.850		0.992			0.926	
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1770	3539	1583	1770	5085	1583	1770	1848	0	1770	1725	0
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	1770	3539	1583	1770	5085	1583	1770	1848	0	1770	1725	0
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		45			45			35			45	
Link Distance (ft)		2628			576			500			338	
Travel Time (s)		39.8			8.7			9.7			5.1	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	82	730	69	49	1869	296	183	237	13	198	119	116
Shared Lane Traffic (%)												
Lane Group Flow (vph)	82	730	69	49	1869	296	183	250	0	198	235	0
Turn Type	Prot	NA	Perm	Prot	NA	Perm	Split	NA		Split	NA	
Protected Phases	5	2		1	6		3	3		4	4	
Permitted Phases			2			6						
Detector Phase	5	2	2	1	6	6	3	3		4	4	
Switch Phase												
Minimum Initial (s)	7.0	12.0	12.0	7.0	12.0	12.0	7.0	7.0		7.0	7.0	
Minimum Split (s)	13.3	18.0	18.0	13.5	17.6	17.6	13.2	13.2		13.6	13.6	
Total Split (s)	26.0	73.0	73.0	22.0	69.0	69.0	30.0	30.0		25.0	25.0	
Total Split (%)	17.3%	48.7%	48.7%	14.7%	46.0%	46.0%	20.0%	20.0%		16.7%	16.7%	
Maximum Green (s)	19.7	67.0	67.0	15.5	63.4	63.4	23.8	23.8		18.4	18.4	
Yellow Time (s)	3.0	4.7	4.7	3.0	4.3	4.3	3.7	3.7		4.7	4.7	
All-Red Time (s)	3.3	1.3	1.3	3.5	1.3	1.3	2.5	2.5		1.9	1.9	
Lost Time Adjust (s)	-1.3	-1.0	-1.0	-1.5	-0.6	-0.6	-1.2	-1.2		-1.6	-1.6	
Total Lost Time (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0		5.0	5.0	
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lead		Lag	Lag	
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes	Yes	
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0		3.0	3.0	
Minimum Gap (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0		3.0	3.0	
Time Before Reduce (s)	0.0	15.0	15.0	0.0	15.0	15.0	0.0	0.0		0.0	0.0	
Time To Reduce (s)	0.0	30.0	30.0	0.0	30.0	30.0	0.0	0.0		0.0	0.0	
Recall Mode	None	C-Min	C-Min	None	C-Min	C-Min	None	None		None	None	
Act Effect Green (s)	13.6	75.8	75.8	11.2	70.7	70.7	23.7	23.7		22.0	22.0	
Actuated g/C Ratio	0.09	0.51	0.51	0.07	0.47	0.47	0.16	0.16		0.15	0.15	
v/c Ratio	0.51	0.41	0.09	0.37	0.78	0.40	0.65	0.86		0.76	0.93	
Control Delay	75.6	24.8	21.1	73.2	36.3	28.3	70.8	87.4		81.5	103.9	
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Delay	75.6	24.8	21.1	73.2	36.3	28.3	70.8	87.4		81.5	103.9	

Shotwell Road Residential
RKA

Synchro 9 Report
Page 1

Lanes, Volumes, Timings
1: Shotwell Road & US Highway 70

Existing (2017) PM
6/13/2017

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	261	1646	243	99	943	167	166	155	35	218	207	81
Future Volume (vph)	261	1646	243	99	943	167	166	155	35	218	207	81
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	775		475	175		150	275		0	0		0
Storage Lanes	1		1	1		1	1		0	1		0
Taper Length (ft)	100			100			100			100		
Lane Util. Factor	1.00	0.95	1.00	1.00	0.91	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt			0.850			0.850		0.972			0.958	
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1770	3539	1583	1770	5085	1583	1770	1811	0	1770	1785	0
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	1770	3539	1583	1770	5085	1583	1770	1811	0	1770	1785	0
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		45			45			35			45	
Link Distance (ft)		2628			576			500			338	
Travel Time (s)		39.8			8.7			9.7			5.1	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	290	1829	270	110	1048	186	184	172	39	242	230	90
Shared Lane Traffic (%)												
Lane Group Flow (vph)	290	1829	270	110	1048	186	184	211	0	242	320	0
Turn Type	Prot	NA	Perm	Prot	NA	Perm	Split	NA		Split	NA	
Protected Phases	5	2		1	6		3	3		4	4	
Permitted Phases			2			6						
Detector Phase	5	2	2	1	6	6	3	3		4	4	
Switch Phase												
Minimum Initial (s)	7.0	12.0	12.0	7.0	12.0	12.0	7.0	7.0		7.0	7.0	
Minimum Split (s)	13.3	18.0	18.0	13.5	17.6	17.6	13.2	13.2		13.6	13.6	
Total Split (s)	33.0	93.0	93.0	22.0	82.0	82.0	35.0	35.0		30.0	30.0	
Total Split (%)	18.3%	51.7%	51.7%	12.2%	45.6%	45.6%	19.4%	19.4%		16.7%	16.7%	
Maximum Green (s)	26.7	87.0	87.0	15.5	76.4	76.4	28.8	28.8		23.4	23.4	
Yellow Time (s)	3.0	4.7	4.7	3.0	4.3	4.3	3.7	3.7		4.7	4.7	
All-Red Time (s)	3.3	1.3	1.3	3.5	1.3	1.3	2.5	2.5		1.9	1.9	
Lost Time Adjust (s)	-1.3	-1.0	-1.0	-1.5	-0.6	-0.6	-1.2	-1.2		-1.6	-1.6	
Total Lost Time (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0		5.0	5.0	
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lead		Lag	Lag	
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes	Yes	
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0		3.0	3.0	
Minimum Gap (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0		3.0	3.0	
Time Before Reduce (s)	0.0	15.0	15.0	0.0	15.0	15.0	0.0	0.0		0.0	0.0	
Time To Reduce (s)	0.0	30.0	30.0	0.0	30.0	30.0	0.0	0.0		0.0	0.0	
Recall Mode	None	C-Min	C-Min	None	C-Min	C-Min	None	None		None	None	
Act Effect Green (s)	28.0	89.3	89.3	15.7	77.0	77.0	26.1	26.1		28.9	28.9	
Actuated g/C Ratio	0.16	0.50	0.50	0.09	0.43	0.43	0.14	0.14		0.16	0.16	
v/c Ratio	1.05	1.04	0.34	0.71	0.48	0.27	0.72	0.81		0.85	1.12	
Control Delay	138.8	76.8	29.4	104.4	38.1	34.8	88.9	96.8		98.4	152.7	
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Delay	138.8	76.8	29.4	104.4	38.1	34.8	88.9	96.8		98.4	152.7	

Shotwell Road Residential
RKA

Synchro 9 Report
Page 1

Lanes, Volumes, Timings
1: Shotwell Road & US Highway 70

Background (2019) AM
6/13/2017

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		 			  		 				 	
Traffic Volume (vph)	112	697	66	47	1787	308	175	241	13	242	143	136
Future Volume (vph)	112	697	66	47	1787	308	175	241	13	242	143	136
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	775		475	350		150	200		0	0		0
Storage Lanes	1		1	1		1	2		0	1		0
Taper Length (ft)	100			100			100			100		
Lane Util. Factor	1.00	0.95	1.00	1.00	0.91	1.00	0.97	1.00	1.00	1.00	1.00	1.00
Frt			0.850			0.850		0.993			0.927	
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1770	3539	1583	1770	5085	1583	3433	1850	0	1770	1727	0
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	1770	3539	1583	1770	5085	1583	3433	1850	0	1770	1727	0
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		45			45			35			45	
Link Distance (ft)		2628			576			500			338	
Travel Time (s)		39.8			8.7			9.7			5.1	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	124	774	73	52	1986	342	194	268	14	269	159	151
Shared Lane Traffic (%)												
Lane Group Flow (vph)	124	774	73	52	1986	342	194	282	0	269	310	0
Turn Type	Prot	NA	Perm	Prot	NA	Perm	Split	NA		Split	NA	
Protected Phases	5	2		1	6		3	3		4	4	
Permitted Phases			2			6						
Detector Phase	5	2	2	1	6	6	3	3		4	4	
Switch Phase												
Minimum Initial (s)	7.0	12.0	12.0	7.0	12.0	12.0	7.0	7.0		7.0	7.0	
Minimum Split (s)	13.3	18.0	18.0	13.5	17.6	17.6	13.2	13.2		13.6	13.6	
Total Split (s)	26.0	73.0	73.0	22.0	69.0	69.0	30.0	30.0		25.0	25.0	
Total Split (%)	17.3%	48.7%	48.7%	14.7%	46.0%	46.0%	20.0%	20.0%		16.7%	16.7%	
Maximum Green (s)	19.7	67.0	67.0	15.5	63.4	63.4	23.8	23.8		18.4	18.4	
Yellow Time (s)	3.0	4.7	4.7	3.0	4.3	4.3	3.7	3.7		4.7	4.7	
All-Red Time (s)	3.3	1.3	1.3	3.5	1.3	1.3	2.5	2.5		1.9	1.9	
Lost Time Adjust (s)	-1.3	-1.0	-1.0	-1.5	-0.6	-0.6	-1.2	-1.2		-1.6	-1.6	
Total Lost Time (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0		5.0	5.0	
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lead		Lag	Lag	
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes	Yes	
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0		3.0	3.0	
Minimum Gap (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0		3.0	3.0	
Time Before Reduce (s)	0.0	15.0	15.0	0.0	15.0	15.0	0.0	0.0		0.0	0.0	
Time To Reduce (s)	0.0	30.0	30.0	0.0	30.0	30.0	0.0	0.0		0.0	0.0	
Recall Mode	None	C-Min	C-Min	None	C-Min	C-Min	None	None		None	None	
Act Effct Green (s)	16.7	75.8	75.8	11.5	67.9	67.9	24.7	24.7		20.7	20.7	
Actuated g/C Ratio	0.11	0.51	0.51	0.08	0.45	0.45	0.16	0.16		0.14	0.14	
v/c Ratio	0.63	0.43	0.09	0.39	0.86	0.48	0.34	0.92		1.10	1.30	
Control Delay	77.5	25.3	21.3	73.4	42.1	32.1	57.3	96.8		145.2	212.1	
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Delay	77.5	25.3	21.3	73.4	42.1	32.1	57.3	96.8		145.2	212.1	

Shotwell Road Residential
RKA

Synchro 9 Report
Page 1

Lanes, Volumes, Timings
1: Shotwell Road & US Highway 70

Background (2019) PM
6/13/2017

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	386	1735	258	105	996	238	176	199	37	288	245	122
Future Volume (vph)	386	1735	258	105	996	238	176	199	37	288	245	122
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	775		475	350		150	200		0	0		0
Storage Lanes	1		1	1		1	2		0	1		0
Taper Length (ft)	100			100			100			100		
Lane Util. Factor	1.00	0.95	1.00	1.00	0.91	1.00	0.97	1.00	1.00	1.00	1.00	1.00
Frt			0.850			0.850		0.977			0.950	
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1770	3539	1583	1770	5085	1583	3433	1820	0	1770	1770	0
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	1770	3539	1583	1770	5085	1583	3433	1820	0	1770	1770	0
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		45			45			35			45	
Link Distance (ft)		2628			576			500			338	
Travel Time (s)		39.8			8.7			9.7			5.1	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	429	1928	287	117	1107	264	196	221	41	320	272	136
Shared Lane Traffic (%)												
Lane Group Flow (vph)	429	1928	287	117	1107	264	196	262	0	320	408	0
Turn Type	Prot	NA	Perm	Prot	NA	Perm	Split	NA		Split	NA	
Protected Phases	5	2		1	6		3	3		4	4	
Permitted Phases			2			6						
Detector Phase	5	2	2	1	6	6	3	3		4	4	
Switch Phase												
Minimum Initial (s)	7.0	12.0	12.0	7.0	12.0	12.0	7.0	7.0		7.0	7.0	
Minimum Split (s)	13.3	18.0	18.0	13.5	17.6	17.6	13.2	13.2		13.6	13.6	
Total Split (s)	33.0	93.0	93.0	22.0	82.0	82.0	35.0	35.0		30.0	30.0	
Total Split (%)	18.3%	51.7%	51.7%	12.2%	45.6%	45.6%	19.4%	19.4%		16.7%	16.7%	
Maximum Green (s)	26.7	87.0	87.0	15.5	76.4	76.4	28.8	28.8		23.4	23.4	
Yellow Time (s)	3.0	4.7	4.7	3.0	4.3	4.3	3.7	3.7		4.7	4.7	
All-Red Time (s)	3.3	1.3	1.3	3.5	1.3	1.3	2.5	2.5		1.9	1.9	
Lost Time Adjust (s)	-1.3	-1.0	-1.0	-1.5	-0.6	-0.6	-1.2	-1.2		-1.6	-1.6	
Total Lost Time (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0		5.0	5.0	
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lead		Lag	Lag	
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes	Yes	
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0		3.0	3.0	
Minimum Gap (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0		3.0	3.0	
Time Before Reduce (s)	0.0	15.0	15.0	0.0	15.0	15.0	0.0	0.0		0.0	0.0	
Time To Reduce (s)	0.0	30.0	30.0	0.0	30.0	30.0	0.0	0.0		0.0	0.0	
Recall Mode	None	C-Min	C-Min	None	C-Min	C-Min	None	None		None	None	
Act Effect Green (s)	28.0	88.9	88.9	16.1	77.0	77.0	29.0	29.0		26.0	26.0	
Actuated g/C Ratio	0.16	0.49	0.49	0.09	0.43	0.43	0.16	0.16		0.14	0.14	
v/c Ratio	1.56	1.10	0.37	0.74	0.51	0.39	0.36	0.90		1.25	1.60	
Control Delay	314.1	97.6	30.1	106.4	38.7	37.5	68.9	104.8		199.8	331.2	
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Delay	314.1	97.6	30.1	106.4	38.7	37.5	68.9	104.8		199.8	331.2	

Shotwell Road Residential
RKA

Synchro 9 Report
Page 1

Lanes, Volumes, Timings
1: Shotwell Road & US Highway 70

Combined (2019) AM
6/13/2017

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	117	697	66	47	1801	308	175	242	13	256	146	147
Future Volume (vph)	117	697	66	47	1801	308	175	242	13	256	146	147
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	775		475	350		150	200		0	0		0
Storage Lanes	1		1	1		1	2		0	1		0
Taper Length (ft)	100			100			100			100		
Lane Util. Factor	1.00	0.95	1.00	1.00	0.91	1.00	0.97	1.00	1.00	1.00	1.00	1.00
Frt			0.850			0.850		0.993			0.925	
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1770	3539	1583	1770	5085	1583	3433	1850	0	1770	1723	0
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	1770	3539	1583	1770	5085	1583	3433	1850	0	1770	1723	0
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		45			45			35			45	
Link Distance (ft)		2628			576			500			338	
Travel Time (s)		39.8			8.7			9.7			5.1	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	130	774	73	52	2001	342	194	269	14	284	162	163
Shared Lane Traffic (%)												
Lane Group Flow (vph)	130	774	73	52	2001	342	194	283	0	284	325	0
Turn Type	Prot	NA	Perm	Prot	NA	Perm	Split	NA		Split	NA	
Protected Phases	5	2		1	6		3	3		4	4	
Permitted Phases			2			6						
Detector Phase	5	2	2	1	6	6	3	3		4	4	
Switch Phase												
Minimum Initial (s)	7.0	12.0	12.0	7.0	12.0	12.0	7.0	7.0		7.0	7.0	
Minimum Split (s)	13.3	18.0	18.0	13.5	17.6	17.6	13.2	13.2		13.6	13.6	
Total Split (s)	26.0	73.0	73.0	22.0	69.0	69.0	30.0	30.0		25.0	25.0	
Total Split (%)	17.3%	48.7%	48.7%	14.7%	46.0%	46.0%	20.0%	20.0%		16.7%	16.7%	
Maximum Green (s)	19.7	67.0	67.0	15.5	63.4	63.4	23.8	23.8		18.4	18.4	
Yellow Time (s)	3.0	4.7	4.7	3.0	4.3	4.3	3.7	3.7		4.7	4.7	
All-Red Time (s)	3.3	1.3	1.3	3.5	1.3	1.3	2.5	2.5		1.9	1.9	
Lost Time Adjust (s)	-1.3	-1.0	-1.0	-1.5	-0.6	-0.6	-1.2	-1.2		-1.6	-1.6	
Total Lost Time (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0		5.0	5.0	
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lead		Lag	Lag	
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes	Yes	
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0		3.0	3.0	
Minimum Gap (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0		3.0	3.0	
Time Before Reduce (s)	0.0	15.0	15.0	0.0	15.0	15.0	0.0	0.0		0.0	0.0	
Time To Reduce (s)	0.0	30.0	30.0	0.0	30.0	30.0	0.0	0.0		0.0	0.0	
Recall Mode	None	C-Min	C-Min	None	C-Min	C-Min	None	None		None	None	
Act Effect Green (s)	17.1	76.0	76.0	11.5	67.7	67.7	24.7	24.7		20.5	20.5	
Actuated g/C Ratio	0.11	0.51	0.51	0.08	0.45	0.45	0.16	0.16		0.14	0.14	
v/c Ratio	0.65	0.43	0.09	0.39	0.87	0.48	0.34	0.93		1.17	1.38	
Control Delay	78.0	25.2	21.3	73.4	42.8	32.3	57.3	97.3		167.2	242.6	
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Delay	78.0	25.2	21.3	73.4	42.8	32.3	57.3	97.3		167.2	242.6	

Shotwell Road Residential
RKA

Synchro 9 Report
Page 1

Lanes, Volumes, Timings
1: Shotwell Road & US Highway 70

Combined (2019) PM
6/13/2017

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	410	1735	258	105	1003	238	176	202	37	295	246	127
Future Volume (vph)	410	1735	258	105	1003	238	176	202	37	295	246	127
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	775		475	350		150	200		0	0		0
Storage Lanes	1		1	1		1	2		0	1		0
Taper Length (ft)	100			100			100			100		
Lane Util. Factor	1.00	0.95	1.00	1.00	0.91	1.00	0.97	1.00	1.00	1.00	1.00	1.00
Frt			0.850			0.850		0.977			0.949	
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1770	3539	1583	1770	5085	1583	3433	1820	0	1770	1768	0
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	1770	3539	1583	1770	5085	1583	3433	1820	0	1770	1768	0
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		45			45			35			45	
Link Distance (ft)		2628			576			500			338	
Travel Time (s)		39.8			8.7			9.7			5.1	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	456	1928	287	117	1114	264	196	224	41	328	273	141
Shared Lane Traffic (%)												
Lane Group Flow (vph)	456	1928	287	117	1114	264	196	265	0	328	414	0
Turn Type	Prot	NA	Perm	Prot	NA	Perm	Split	NA		Split	NA	
Protected Phases	5	2		1	6		3	3		4	4	
Permitted Phases			2			6						
Detector Phase	5	2	2	1	6	6	3	3		4	4	
Switch Phase												
Minimum Initial (s)	7.0	12.0	12.0	7.0	12.0	12.0	7.0	7.0		7.0	7.0	
Minimum Split (s)	13.3	18.0	18.0	13.5	17.6	17.6	13.2	13.2		13.6	13.6	
Total Split (s)	33.0	93.0	93.0	22.0	82.0	82.0	35.0	35.0		30.0	30.0	
Total Split (%)	18.3%	51.7%	51.7%	12.2%	45.6%	45.6%	19.4%	19.4%		16.7%	16.7%	
Maximum Green (s)	26.7	87.0	87.0	15.5	76.4	76.4	28.8	28.8		23.4	23.4	
Yellow Time (s)	3.0	4.7	4.7	3.0	4.3	4.3	3.7	3.7		4.7	4.7	
All-Red Time (s)	3.3	1.3	1.3	3.5	1.3	1.3	2.5	2.5		1.9	1.9	
Lost Time Adjust (s)	-1.3	-1.0	-1.0	-1.5	-0.6	-0.6	-1.2	-1.2		-1.6	-1.6	
Total Lost Time (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0		5.0	5.0	
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lead		Lag	Lag	
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes	Yes	
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0		3.0	3.0	
Minimum Gap (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0		3.0	3.0	
Time Before Reduce (s)	0.0	15.0	15.0	0.0	15.0	15.0	0.0	0.0		0.0	0.0	
Time To Reduce (s)	0.0	30.0	30.0	0.0	30.0	30.0	0.0	0.0		0.0	0.0	
Recall Mode	None	C-Min	C-Min	None	C-Min	C-Min	None	None		None	None	
Act Effect Green (s)	28.0	88.9	88.9	16.1	77.0	77.0	29.0	29.0		26.0	26.0	
Actuated g/C Ratio	0.16	0.49	0.49	0.09	0.43	0.43	0.16	0.16		0.14	0.14	
v/c Ratio	1.66	1.10	0.37	0.74	0.51	0.39	0.35	0.90		1.29	1.63	
Control Delay	353.8	97.6	30.1	106.4	38.8	37.5	68.9	106.0		211.9	342.9	
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Delay	353.8	97.6	30.1	106.4	38.8	37.5	68.9	106.0		211.9	342.9	

Shotwell Road Residential
RKA

Synchro 9 Report
Page 1

Lanes, Volumes, Timings
1: Shotwell Road & US Highway 70

Alternate Scenario Combined (2019) PM
6/13/2017

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	407	1738	258	106	1008	238	176	202	37	288	245	122
Future Volume (vph)	407	1738	258	106	1008	238	176	202	37	288	245	122
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	775		475	350		150	200		0	0		0
Storage Lanes	1		1	1		1	2		0	1		0
Taper Length (ft)	100			100			100			100		
Lane Util. Factor	1.00	0.95	1.00	1.00	0.91	1.00	0.97	1.00	1.00	1.00	1.00	1.00
Frt			0.850			0.850		0.977			0.950	
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1770	3539	1583	1770	5085	1583	3433	1820	0	1770	1770	0
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	1770	3539	1583	1770	5085	1583	3433	1820	0	1770	1770	0
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		45			45			35			45	
Link Distance (ft)		2628			576			500			338	
Travel Time (s)		39.8			8.7			9.7			5.1	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	452	1931	287	118	1120	264	196	224	41	320	272	136
Shared Lane Traffic (%)												
Lane Group Flow (vph)	452	1931	287	118	1120	264	196	265	0	320	408	0
Turn Type	Prot	NA	Perm	Prot	NA	Perm	Split	NA		Split	NA	
Protected Phases	5	2		1	6		3	3		4	4	
Permitted Phases			2			6						
Detector Phase	5	2	2	1	6	6	3	3		4	4	
Switch Phase												
Minimum Initial (s)	7.0	12.0	12.0	7.0	12.0	12.0	7.0	7.0		7.0	7.0	
Minimum Split (s)	13.3	18.0	18.0	13.5	17.6	17.6	13.2	13.2		13.6	13.6	
Total Split (s)	33.0	93.0	93.0	22.0	82.0	82.0	35.0	35.0		30.0	30.0	
Total Split (%)	18.3%	51.7%	51.7%	12.2%	45.6%	45.6%	19.4%	19.4%		16.7%	16.7%	
Maximum Green (s)	26.7	87.0	87.0	15.5	76.4	76.4	28.8	28.8		23.4	23.4	
Yellow Time (s)	3.0	4.7	4.7	3.0	4.3	4.3	3.7	3.7		4.7	4.7	
All-Red Time (s)	3.3	1.3	1.3	3.5	1.3	1.3	2.5	2.5		1.9	1.9	
Lost Time Adjust (s)	-1.3	-1.0	-1.0	-1.5	-0.6	-0.6	-1.2	-1.2		-1.6	-1.6	
Total Lost Time (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0		5.0	5.0	
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lead		Lag	Lag	
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes	Yes	
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0		3.0	3.0	
Minimum Gap (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0		3.0	3.0	
Time Before Reduce (s)	0.0	15.0	15.0	0.0	15.0	15.0	0.0	0.0		0.0	0.0	
Time To Reduce (s)	0.0	30.0	30.0	0.0	30.0	30.0	0.0	0.0		0.0	0.0	
Recall Mode	None	C-Min	C-Min	None	C-Min	C-Min	None	None		None	None	
Act Effect Green (s)	28.0	88.9	88.9	16.1	77.0	77.0	29.0	29.0		26.0	26.0	
Actuated g/C Ratio	0.16	0.49	0.49	0.09	0.43	0.43	0.16	0.16		0.14	0.14	
v/c Ratio	1.64	1.10	0.37	0.75	0.51	0.39	0.35	0.90		1.25	1.60	
Control Delay	347.9	98.4	30.1	106.9	38.8	37.5	68.9	106.0		200.9	332.8	
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Delay	347.9	98.4	30.1	106.9	38.8	37.5	68.9	106.0		200.9	332.8	

Shotwell Road Residential
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Synchro 9 Report
Page 1

APPENDIX F

CAPACITY ANALYSIS CALCULATIONS

US HIGHWAY 70 BUSINESS

&

ENTERPRISE DRIVE

HCM 2010 TWSC
2: US Highway 70 & Enterprise Drive

Existing (2017) AM
6/13/2017

Intersection

Int Delay, s/veh 3.1

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations	↑↑↑		↑↑↑	↑		↑
Traffic Vol, veh/h	0	847	1854	152	0	138
Future Vol, veh/h	0	847	1854	152	0	138
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	Free	-	None	-	None
Storage Length	-	-	-	125	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	941	2060	169	0	153

Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	- 0	- 0	- 1030
Stage 1	- -	- -	- -
Stage 2	- -	- -	- -
Critical Hdwy	- -	- -	- 7.14
Critical Hdwy Stg 1	- -	- -	- -
Critical Hdwy Stg 2	- -	- -	- -
Follow-up Hdwy	- -	- -	- 3.92
Pot Cap-1 Maneuver	0 -	- -	0 198
Stage 1	0 -	- -	0 -
Stage 2	0 -	- -	0 -
Platoon blocked, %	- -	- -	- -
Mov Cap-1 Maneuver	- -	- -	- 198
Mov Cap-2 Maneuver	- -	- -	- -
Stage 1	- -	- -	- -
Stage 2	- -	- -	- -

Approach	EB	WB	SB
HCM Control Delay, s	0	0	66.8
HCM LOS			F

Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	-	-	-	198
HCM Lane V/C Ratio	-	-	-	0.774
HCM Control Delay (s)	-	-	-	66.8
HCM Lane LOS	-	-	-	F
HCM 95th %tile Q(veh)	-	-	-	5.3

Shotwell Road Residential
RKA

Synchro 9 Report
Page 1

HCM 2010 TWSC
2: US Highway 70 & Enterprise Drive

Combined (2019) AM
6/13/2017

Intersection

Int Delay, s/veh 6.1

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations	↑↑↑		↑↑↑	↑		↑
Traffic Vol, veh/h	0	966	1996	163	0	160
Future Vol, veh/h	0	966	1996	163	0	160
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	Free	-	None	-	None
Storage Length	-	-	-	125	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	1073	2218	181	0	178

Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	- 0	- 0	- 1109
Stage 1	- -	- -	- -
Stage 2	- -	- -	- -
Critical Hdwy	- -	- -	- 7.14
Critical Hdwy Stg 1	- -	- -	- -
Critical Hdwy Stg 2	- -	- -	- -
Follow-up Hdwy	- -	- -	- 3.92
Pot Cap-1 Maneuver	0 -	- -	0 ~ 175
Stage 1	0 -	- -	0 -
Stage 2	0 -	- -	0 -
Platoon blocked, %	- -	- -	- -
Mov Cap-1 Maneuver	- -	- -	- ~ 175
Mov Cap-2 Maneuver	- -	- -	- -
Stage 1	- -	- -	- -
Stage 2	- -	- -	- -

Approach	EB	WB	SB
HCM Control Delay, s	0	0	126.2
HCM LOS			F

Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	- -	- -	- 175	
HCM Lane V/C Ratio	- -	- -	- 1.016	
HCM Control Delay (s)	- -	- -	- 126.2	
HCM Lane LOS	- -	- -	- F	
HCM 95th %tile Q(veh)	- -	- -	- 8.3	

Notes

~: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Shotwell Road Residential
RKA

Synchro 9 Report
Page 1

HCM 2010 TWSC
2: US Highway 70 & Enterprise Drive

Alternate Scenario Combined (2019) AM
6/13/2017

Intersection

Int Delay, s/veh 8.1

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑↑	↑↑↑	↑		↑
Traffic Vol, veh/h	0	953	1996	162	0	174
Future Vol, veh/h	0	953	1996	162	0	174
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	Free	-	None	-	None
Storage Length	-	-	-	125	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	1059	2218	180	0	193

Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	- 0	- 0	- 1109
Stage 1	- -	- -	- -
Stage 2	- -	- -	- -
Critical Hdwy	- -	- -	- 7.14
Critical Hdwy Stg 1	- -	- -	- -
Critical Hdwy Stg 2	- -	- -	- -
Follow-up Hdwy	- -	- -	- 3.92
Pot Cap-1 Maneuver	0 -	- -	0 ~ 175
Stage 1	0 -	- -	0 -
Stage 2	0 -	- -	0 -
Platoon blocked, %	- -	- -	- -
Mov Cap-1 Maneuver	- -	- -	- ~ 175
Mov Cap-2 Maneuver	- -	- -	- -
Stage 1	- -	- -	- -
Stage 2	- -	- -	- -

Approach	EB	WB	SB
HCM Control Delay, s	0	0	153
HCM LOS			F

Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	-	-	-	175
HCM Lane V/C Ratio	-	-	-	1.105
HCM Control Delay (s)	-	-	-	153
HCM Lane LOS	-	-	-	F
HCM 95th %tile Q(veh)	-	-	-	9.7

Notes

~: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Shotwell Road Residential
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Synchro 9 Report
Page 1

APPENDIX G

CAPACITY ANALYSIS CALCULATIONS

SHOTWELL ROAD

&

CAMERON WAY

HCM 2010 TWSC
3: Shotwell Road & Stallings Mill Site Drive/Cameron Way

Existing (2017) AM
6/13/2017

Intersection

Int Delay, s/veh 1.9

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	2	4	3	37	2	24	2	472	28	32	364	1
Future Vol, veh/h	2	4	3	37	2	24	2	472	28	32	364	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	100	-	-	-	-	-	250	-	-	150	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	2	4	3	41	2	27	2	524	31	36	404	1

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1035	1036	405	1024	1021	540	406	0	0	556	0	0
Stage 1	476	476	-	544	544	-	-	-	-	-	-	-
Stage 2	559	560	-	480	477	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	210	232	646	214	236	542	1153	-	-	1015	-	-
Stage 1	570	557	-	523	519	-	-	-	-	-	-	-
Stage 2	513	511	-	567	556	-	-	-	-	-	-	-
Platoon blocked, %												
Mov Cap-1 Maneuver	193	223	646	204	227	542	1153	-	-	1015	-	-
Mov Cap-2 Maneuver	193	223	-	204	227	-	-	-	-	-	-	-
Stage 1	569	537	-	522	518	-	-	-	-	-	-	-
Stage 2	485	510	-	540	536	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	18.5	23	0	0.7
HCM LOS	C	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1153	-	-	193	310	269	1015	-	-
HCM Lane V/C Ratio	0.002	-	-	0.012	0.025	0.26	0.035	-	-
HCM Control Delay (s)	8.1	-	-	23.9	16.9	23	8.7	-	-
HCM Lane LOS	A	-	-	C	C	C	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0	0.1	1	0.1	-	-

Shotwell Road Residential
RKA

Synchro 9 Report
Page 2

HCM 2010 TWSC
3: Shotwell Road & Stallings Mill Site Drive/Cameron Way

Background (2019) AM
6/13/2017

Intersection

Int Delay, s/veh 7.7

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	19	4	44	71	2	36	24	516	67	46	421	5
Future Vol, veh/h	19	4	44	71	2	36	24	516	67	46	421	5
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	100	-	-	-	-	-	250	-	-	150	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	21	4	49	79	2	40	27	573	74	51	468	6

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1258	1274	471	1263	1240	611	473	0	0	648	0	0
Stage 1	573	573	-	664	664	-	-	-	-	-	-	-
Stage 2	685	701	-	599	576	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	148	167	593	147	175	494	1089	-	-	938	-	-
Stage 1	505	504	-	450	458	-	-	-	-	-	-	-
Stage 2	438	441	-	488	502	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	127	154	593	124	161	494	1089	-	-	938	-	-
Mov Cap-2 Maneuver	127	154	-	124	161	-	-	-	-	-	-	-
Stage 1	492	477	-	439	447	-	-	-	-	-	-	-
Stage 2	391	430	-	419	475	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	20.7	69.9	0.3	0.9
HCM LOS	C	F		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1089	-	-	127	479	166	938	-	-
HCM Lane V/C Ratio	0.024	-	-	0.166	0.111	0.73	0.054	-	-
HCM Control Delay (s)	8.4	-	-	38.9	13.5	69.9	9.1	-	-
HCM Lane LOS	A	-	-	E	B	F	A	-	-
HCM 95th %tile Q(veh)	0.1	-	-	0.6	0.4	4.5	0.2	-	-

Shotwell Road Residential
RKA

Synchro 9 Report
Page 2

HCM 2010 TWSC
3: Shotwell Road & Stallings Mill Site Drive/Cameron Way

Combined (2019) AM
6/13/2017

Intersection

Int Delay, s/veh 17.4

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	19	4	44	99	2	50	24	516	73	49	421	5
Future Vol, veh/h	19	4	44	99	2	50	24	516	73	49	421	5
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	100	-	-	-	-	-	250	-	-	150	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	21	4	49	110	2	56	27	573	81	54	468	6

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1275	1287	471	1273	1249	614	473	0	0	654	0	0
Stage 1	579	579	-	667	667	-	-	-	-	-	-	-
Stage 2	696	708	-	606	582	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	144	164	593	144	173	492	1089	-	-	933	-	-
Stage 1	501	501	-	448	457	-	-	-	-	-	-	-
Stage 2	432	438	-	484	499	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	119	151	593	121	159	492	1089	-	-	933	-	-
Mov Cap-2 Maneuver	119	151	-	121	159	-	-	-	-	-	-	-
Stage 1	489	472	-	437	446	-	-	-	-	-	-	-
Stage 2	372	427	-	414	470	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	21.5	137.3	0.3	0.9
HCM LOS	C	F		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1089	-	-	119	477	162	933	-	-
HCM Lane V/C Ratio	0.024	-	-	0.177	0.112	1.036	0.058	-	-
HCM Control Delay (s)	8.4	-	-	41.7	13.5	137.3	9.1	-	-
HCM Lane LOS	A	-	-	E	B	F	A	-	-
HCM 95th %tile Q(veh)	0.1	-	-	0.6	0.4	8.3	0.2	-	-

Shotwell Road Residential
RKA

Synchro 9 Report
Page 2

HCM 2010 TWSC

Combined (2019) AM with Improvements

3: Shotwell Road & Stallings Mill Site Drive/Cameron Way

6/22/2017

Intersection

Int Delay, s/veh 11.7

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	19	4	44	99	2	50	24	516	73	49	421	5
Future Vol, veh/h	19	4	44	99	2	50	24	516	73	49	421	5
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	100	-	-	75	-	-	250	-	-	150	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	21	4	49	110	2	56	27	573	81	54	468	6

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1275	1287	471	1273	1249	614	473	0	0	654	0	0
Stage 1	579	579	-	667	667	-	-	-	-	-	-	-
Stage 2	696	708	-	606	582	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	144	164	593	144	173	492	1089	-	-	933	-	-
Stage 1	501	501	-	448	457	-	-	-	-	-	-	-
Stage 2	432	438	-	484	499	-	-	-	-	-	-	-
Platoon blocked, %												
Mov Cap-1 Maneuver	119	151	593	121	159	492	1089	-	-	933	-	-
Mov Cap-2 Maneuver	119	151	-	121	159	-	-	-	-	-	-	-
Stage 1	489	472	-	437	446	-	-	-	-	-	-	-
Stage 2	372	427	-	414	470	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	21.5	87.8	0.3	0.9
HCM LOS	C	F		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	1089	-	-	119	477	121	455	933	-	-
HCM Lane V/C Ratio	0.024	-	-	0.177	0.112	0.909	0.127	0.058	-	-
HCM Control Delay (s)	8.4	-	-	41.7	13.5	126.5	14.1	9.1	-	-
HCM Lane LOS	A	-	-	E	B	F	B	A	-	-
HCM 95th %tile Q(veh)	0.1	-	-	0.6	0.4	5.8	0.4	0.2	-	-

Shotwell Road Residential
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Synchro 9 Report
Page 1

APPENDIX H

CAPACITY ANALYSIS CALCULATIONS

SHOTWELL ROAD

&

OLD US HIGHWAY 70

Lanes, Volumes, Timings
4: Shotwell Road & Old US Highway 70

Existing (2017) AM
6/13/2017

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	32	64	66	14	304	45	188	292	31	47	268	216
Future Volume (vph)	32	64	66	14	304	45	188	292	31	47	268	216
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	550		0	250		0	100		25	550		0
Storage Lanes	1		0	1		0	1		1	1		0
Taper Length (ft)	100			100			100			100		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.924			0.981				0.850		0.933	
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1770	1721	0	1770	1827	0	1770	1863	1583	1770	1738	0
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	1770	1721	0	1770	1827	0	1770	1863	1583	1770	1738	0
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		45			45			35			45	
Link Distance (ft)		1257			974			160			1609	
Travel Time (s)		19.0			14.8			3.1			24.4	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	36	71	73	16	338	50	209	324	34	52	298	240
Shared Lane Traffic (%)												
Lane Group Flow (vph)	36	144	0	16	388	0	209	324	34	52	538	0
Turn Type	Prot	NA		Prot	NA		Prot	NA	Free	Prot	NA	
Protected Phases	5	2		1	6		3	8		7	4	
Permitted Phases									Free			
Detector Phase	5	2		1	6		3	8		7	4	
Switch Phase												
Minimum Initial (s)	7.0	12.0		7.0	12.0		7.0	7.0		7.0	7.0	
Minimum Split (s)	11.6	17.9		11.8	17.7		13.3	12.6		13.2	12.5	
Total Split (s)	20.0	90.0		20.0	90.0		20.0	30.0		20.0	30.0	
Total Split (%)	12.5%	56.3%		12.5%	56.3%		12.5%	18.8%		12.5%	18.8%	
Maximum Green (s)	15.4	84.1		15.2	84.3		13.7	24.4		13.8	24.5	
Yellow Time (s)	3.0	4.5		3.0	4.4		3.0	4.5		3.0	4.5	
All-Red Time (s)	1.6	1.4		1.8	1.3		3.3	1.1		3.2	1.0	
Lost Time Adjust (s)	0.4	-0.9		0.2	-0.7		-1.3	-0.6		-1.2	-0.5	
Total Lost Time (s)	5.0	5.0		5.0	5.0		5.0	5.0		5.0	5.0	
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lag		Lead	Lag	
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes		Yes	Yes	
Vehicle Extension (s)	1.0	6.0		1.0	6.0		1.0	1.0		1.0	1.0	
Minimum Gap (s)	1.0	3.0		1.0	3.0		1.0	1.0		1.0	1.0	
Time Before Reduce (s)	0.0	15.0		0.0	15.0		0.0	0.0		0.0	0.0	
Time To Reduce (s)	0.0	45.0		0.0	45.0		0.0	0.0		0.0	0.0	
Recall Mode	None	Min		None	Min		None	None		None	None	
Act Effct Green (s)	6.8	32.6		6.9	28.2		15.3	35.1	90.6	8.8	25.4	
Actuated g/C Ratio	0.08	0.36		0.08	0.31		0.17	0.39	1.00	0.10	0.28	
v/c Ratio	0.27	0.23		0.12	0.68		0.70	0.45	0.02	0.30	1.10	
Control Delay	49.4	21.2		46.4	34.6		52.6	27.9	0.0	47.0	106.6	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Delay	49.4	21.2		46.4	34.6		52.6	27.9	0.0	47.0	106.6	

Shotwell Road Residential
RKA

Synchro 9 Report
Page 3

Lanes, Volumes, Timings
4: Shotwell Road & Old US Highway 70

Existing (2017) PM
6/13/2017

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	150	382	100	23	75	39	56	339	54	108	269	37
Future Volume (vph)	150	382	100	23	75	39	56	339	54	108	269	37
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	550		0	250		0	100		25	550		0
Storage Lanes	1		0	1		0	1		1	1		0
Taper Length (ft)	100			100			100			100		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.969			0.949				0.850		0.982	
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1770	1805	0	1770	1768	0	1770	1863	1583	1770	1829	0
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	1770	1805	0	1770	1768	0	1770	1863	1583	1770	1829	0
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		45			45			35			45	
Link Distance (ft)		1257			974			160			1609	
Travel Time (s)		19.0			14.8			3.1			24.4	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	167	424	111	26	83	43	62	377	60	120	299	41
Shared Lane Traffic (%)												
Lane Group Flow (vph)	167	535	0	26	126	0	62	377	60	120	340	0
Turn Type	Prot	NA		Prot	NA		Prot	NA	Free	Prot	NA	
Protected Phases	5	2		1	6		3	8		7	4	
Permitted Phases									Free			
Detector Phase	5	2		1	6		3	8		7	4	
Switch Phase												
Minimum Initial (s)	7.0	12.0		7.0	12.0		7.0	7.0		7.0	7.0	
Minimum Split (s)	11.6	17.9		11.8	17.7		13.3	12.6		13.2	12.5	
Total Split (s)	20.0	90.0		20.0	90.0		20.0	30.0		20.0	30.0	
Total Split (%)	12.5%	56.3%		12.5%	56.3%		12.5%	18.8%		12.5%	18.8%	
Maximum Green (s)	15.4	84.1		15.2	84.3		13.7	24.4		13.8	24.5	
Yellow Time (s)	3.0	4.5		3.0	4.4		3.0	4.5		3.0	4.5	
All-Red Time (s)	1.6	1.4		1.8	1.3		3.3	1.1		3.2	1.0	
Lost Time Adjust (s)	0.4	-0.9		0.2	-0.7		-1.3	-0.6		-1.2	-0.5	
Total Lost Time (s)	5.0	5.0		5.0	5.0		5.0	5.0		5.0	5.0	
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lag		Lead	Lag	
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes		Yes	Yes	
Vehicle Extension (s)	1.0	6.0		1.0	6.0		1.0	1.0		1.0	1.0	
Minimum Gap (s)	1.0	3.0		1.0	3.0		1.0	1.0		1.0	1.0	
Time Before Reduce (s)	0.0	15.0		0.0	15.0		0.0	0.0		0.0	0.0	
Time To Reduce (s)	0.0	45.0		0.0	45.0		0.0	0.0		0.0	0.0	
Recall Mode	None	Min		None	Min		None	None		None	None	
Act Effct Green (s)	15.4	40.5		7.0	26.4		9.5	25.6	99.7	11.8	31.2	
Actuated g/C Ratio	0.15	0.41		0.07	0.26		0.10	0.26	1.00	0.12	0.31	
v/c Ratio	0.61	0.73		0.21	0.27		0.37	0.79	0.04	0.57	0.59	
Control Delay	54.0	32.7		54.4	29.1		53.4	50.9	0.0	55.9	38.9	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Delay	54.0	32.7		54.4	29.1		53.4	50.9	0.0	55.9	38.9	

Shotwell Road Residential
RKA

Synchro 9 Report
Page 3

Lanes, Volumes, Timings
4: Shotwell Road & Old US Highway 70

Alternate Scenario Combined (2019) AM
6/13/2017

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	36	68	78	22	323	51	217	337	45	55	323	250
Future Volume (vph)	36	68	78	22	323	51	217	337	45	55	323	250
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	550		0	250		0	100		25	550		0
Storage Lanes	1		0	1		0	1		1	1		0
Taper Length (ft)	100			100			100			100		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.920			0.979				0.850		0.935	
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1770	1714	0	1770	1824	0	1770	1863	1583	1770	1742	0
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	1770	1714	0	1770	1824	0	1770	1863	1583	1770	1742	0
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		45			45			35			45	
Link Distance (ft)		1257			974			241			1609	
Travel Time (s)		19.0			14.8			4.7			24.4	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	40	76	87	24	359	57	241	374	50	61	359	278
Shared Lane Traffic (%)												
Lane Group Flow (vph)	40	163	0	24	416	0	241	374	50	61	637	0
Turn Type	Prot	NA		Prot	NA		Prot	NA	Free	Prot	NA	
Protected Phases	5	2		1	6		3	8		7	4	
Permitted Phases									Free			
Detector Phase	5	2		1	6		3	8		7	4	
Switch Phase												
Minimum Initial (s)	7.0	12.0		7.0	12.0		7.0	7.0		7.0	7.0	
Minimum Split (s)	11.6	17.9		11.8	17.7		13.3	12.6		13.2	12.5	
Total Split (s)	20.0	90.0		20.0	90.0		20.0	30.0		20.0	30.0	
Total Split (%)	12.5%	56.3%		12.5%	56.3%		12.5%	18.8%		12.5%	18.8%	
Maximum Green (s)	15.4	84.1		15.2	84.3		13.7	24.4		13.8	24.5	
Yellow Time (s)	3.0	4.5		3.0	4.4		3.0	4.5		3.0	4.5	
All-Red Time (s)	1.6	1.4		1.8	1.3		3.3	1.1		3.2	1.0	
Lost Time Adjust (s)	0.4	-0.9		0.2	-0.7		-1.3	-0.6		-1.2	-0.5	
Total Lost Time (s)	5.0	5.0		5.0	5.0		5.0	5.0		5.0	5.0	
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lag		Lead	Lag	
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes		Yes	Yes	
Vehicle Extension (s)	1.0	6.0		1.0	6.0		1.0	1.0		1.0	1.0	
Minimum Gap (s)	1.0	3.0		1.0	3.0		1.0	1.0		1.0	1.0	
Time Before Reduce (s)	0.0	15.0		0.0	15.0		0.0	0.0		0.0	0.0	
Time To Reduce (s)	0.0	45.0		0.0	45.0		0.0	0.0		0.0	0.0	
Recall Mode	None	Min		None	Min		None	None		None	None	
Act Effct Green (s)	6.9	32.6		6.9	30.3		15.3	34.9	92.8	9.0	25.4	
Actuated g/C Ratio	0.07	0.35		0.07	0.33		0.16	0.38	1.00	0.10	0.27	
v/c Ratio	0.30	0.27		0.18	0.70		0.83	0.53	0.03	0.35	1.34	
Control Delay	51.4	23.2		48.9	34.8		64.8	31.3	0.0	49.1	194.9	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Delay	51.4	23.2		48.9	34.8		64.8	31.3	0.0	49.1	194.9	

Shotwell Road Residential
RKA

Synchro 9 Report
Page 3

Lanes, Volumes, Timings
4: Shotwell Road & Old US Highway 70

Alternate Scenario Combined (2019) PM
6/13/2017

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	176	404	126	41	79	48	73	410	68	124	325	43
Future Volume (vph)	176	404	126	41	79	48	73	410	68	124	325	43
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	550		0	250		0	100		25	550		0
Storage Lanes	1		0	1		0	1		1	1		0
Taper Length (ft)	100			100			100			100		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.964			0.944				0.850		0.982	
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1770	1796	0	1770	1758	0	1770	1863	1583	1770	1829	0
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	1770	1796	0	1770	1758	0	1770	1863	1583	1770	1829	0
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		45			45			35			45	
Link Distance (ft)		1257			974			235			1609	
Travel Time (s)		19.0			14.8			4.6			24.4	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Adj. Flow (vph)	196	449	140	46	88	53	81	456	76	138	361	48
Shared Lane Traffic (%)												
Lane Group Flow (vph)	196	589	0	46	141	0	81	456	76	138	409	0
Turn Type	Prot	NA		Prot	NA		Prot	NA	Free	Prot	NA	
Protected Phases	5	2		1	6		3	8		7	4	
Permitted Phases									Free			
Detector Phase	5	2		1	6		3	8		7	4	
Switch Phase												
Minimum Initial (s)	7.0	12.0		7.0	12.0		7.0	7.0		7.0	7.0	
Minimum Split (s)	11.6	17.9		11.8	17.7		13.3	12.6		13.2	12.5	
Total Split (s)	20.0	90.0		20.0	90.0		20.0	30.0		20.0	30.0	
Total Split (%)	12.5%	56.3%		12.5%	56.3%		12.5%	18.8%		12.5%	18.8%	
Maximum Green (s)	15.4	84.1		15.2	84.3		13.7	24.4		13.8	24.5	
Yellow Time (s)	3.0	4.5		3.0	4.4		3.0	4.5		3.0	4.5	
All-Red Time (s)	1.6	1.4		1.8	1.3		3.3	1.1		3.2	1.0	
Lost Time Adjust (s)	0.4	-0.9		0.2	-0.7		-1.3	-0.6		-1.2	-0.5	
Total Lost Time (s)	5.0	5.0		5.0	5.0		5.0	5.0		5.0	5.0	
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lag		Lead	Lag	
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes		Yes	Yes	
Vehicle Extension (s)	1.0	6.0		1.0	6.0		1.0	1.0		1.0	1.0	
Minimum Gap (s)	1.0	3.0		1.0	3.0		1.0	1.0		1.0	1.0	
Time Before Reduce (s)	0.0	15.0		0.0	15.0		0.0	0.0		0.0	0.0	
Time To Reduce (s)	0.0	45.0		0.0	45.0		0.0	0.0		0.0	0.0	
Recall Mode	None	Min		None	Min		None	None		None	None	
Act Effct Green (s)	15.4	45.5		7.6	34.5		10.6	25.6	109.4	13.3	31.9	
Actuated g/C Ratio	0.14	0.42		0.07	0.32		0.10	0.23	1.00	0.12	0.29	
v/c Ratio	0.79	0.79		0.37	0.25		0.47	1.05	0.05	0.64	0.77	
Control Delay	71.5	37.0		63.1	27.3		60.5	98.4	0.1	63.6	51.0	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Delay	71.5	37.0		63.1	27.3		60.5	98.4	0.1	63.6	51.0	

Shotwell Road Residential
RKA

Synchro 9 Report
Page 3

APPENDIX I

CAPACITY ANALYSIS CALCULATIONS

SHOTWELL ROAD

&

EXECUTIVE DRIVE

HCM 2010 TWSC
5: Shotwell Road & Executive Drive

Existing (2017) AM
6/13/2017

Intersection

Int Delay, s/veh 0.3

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↗	↖			↗↖
Traffic Vol, veh/h	0	27	506	47	0	404
Future Vol, veh/h	0	27	506	47	0	404
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	30	562	52	0	449

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	- 588	0 0	- -
Stage 1	- -	- -	- -
Stage 2	- -	- -	- -
Critical Hdwy	- 6.23	- -	- -
Critical Hdwy Stg 1	- -	- -	- -
Critical Hdwy Stg 2	- -	- -	- -
Follow-up Hdwy	- 3.319	- -	- -
Pot Cap-1 Maneuver	0 508	- -	0 -
Stage 1	0 -	- -	0 -
Stage 2	0 -	- -	0 -
Platoon blocked, %	-	- -	- -
Mov Cap-1 Maneuver	- 508	- -	- -
Mov Cap-2 Maneuver	- -	- -	- -
Stage 1	- -	- -	- -
Stage 2	- -	- -	- -

Approach	WB	NB	SB
HCM Control Delay, s	12.5	0	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBT
Capacity (veh/h)	- - 508	-	-
HCM Lane V/C Ratio	- - 0.059	-	-
HCM Control Delay (s)	- - 12.5	-	-
HCM Lane LOS	- - B	-	-
HCM 95th %tile Q(veh)	- - 0.2	-	-

Shotwell Road Residential
RKA

Synchro 9 Report
Page 3

HCM 2010 TWSC
5: Shotwell Road & Executive Drive

Background (2019) AM
6/13/2017

Intersection

Int Delay, s/veh 0.3

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↗	↖			↗↖
Traffic Vol, veh/h	0	29	611	50	0	537
Future Vol, veh/h	0	29	611	50	0	537
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	32	679	56	0	597

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	-	707	0 0
Stage 1	-	-	- -
Stage 2	-	-	- -
Critical Hdwy	-	6.23	- -
Critical Hdwy Stg 1	-	-	- -
Critical Hdwy Stg 2	-	-	- -
Follow-up Hdwy	-	3.319	- -
Pot Cap-1 Maneuver	0	434	- -
Stage 1	0	-	- -
Stage 2	0	-	- -
Platoon blocked, %	-	-	- -
Mov Cap-1 Maneuver	-	434	- -
Mov Cap-2 Maneuver	-	-	- -
Stage 1	-	-	- -
Stage 2	-	-	- -

Approach	WB	NB	SB
HCM Control Delay, s	14	0	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBT
Capacity (veh/h)	-	- 434	-
HCM Lane V/C Ratio	-	- 0.074	-
HCM Control Delay (s)	-	- 14	-
HCM Lane LOS	-	- B	-
HCM 95th %tile Q(veh)	-	- 0.2	-

Shotwell Road Residential
RKA

Synchro 9 Report
Page 3

HCM 2010 TWSC
5: Shotwell Road & Executive Drive

Combined (2019) AM
6/13/2017

Intersection

Int Delay, s/veh 0.3

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↑	↑			↑↑
Traffic Vol, veh/h	0	29	617	50	0	565
Future Vol, veh/h	0	29	617	50	0	565
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	32	686	56	0	628

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	-	713	0 0
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	6.23	-
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	3.319	-
Pot Cap-1 Maneuver	0	431	0
Stage 1	0	-	0
Stage 2	0	-	0
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	431	-
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	14	0	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBT
Capacity (veh/h)	-	- 431	-
HCM Lane V/C Ratio	-	- 0.075	-
HCM Control Delay (s)	-	- 14	-
HCM Lane LOS	-	- B	-
HCM 95th %tile Q(veh)	-	- 0.2	-

Shotwell Road Residential
RKA

Synchro 9 Report
Page 3

HCM 2010 TWSC
5: Shotwell Road & Executive Drive

Alternate Scenario Combined (2019) AM
6/13/2017

Intersection

Int Delay, s/veh 0.3

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↗	↖			↗↖
Traffic Vol, veh/h	0	29	616	50	0	537
Future Vol, veh/h	0	29	616	50	0	537
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	32	684	56	0	597

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	-	712	0 0
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	6.23	-
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	3.319	-
Pot Cap-1 Maneuver	0	431	0
Stage 1	0	-	0
Stage 2	0	-	0
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	431	-
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	14	0	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBT
Capacity (veh/h)	-	- 431	-
HCM Lane V/C Ratio	-	- 0.075	-
HCM Control Delay (s)	-	- 14	-
HCM Lane LOS	-	- B	-
HCM 95th %tile Q(veh)	-	- 0.2	-

Shotwell Road Residential
RKA

Synchro 9 Report
Page 3

ADJACENT PROPERTY OWNERS LIST

Project Name: Capps Tract

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
05026078, 05026076, 05026077	WILLIAMS, FRANCES	PO BOX 233, CLAYTON, NC 27528
05026041	FELLOWSHIP BAPTIST CHURCH	(204 Atkinson St. Clayton, NC 27520)
05026095T, 05026095D,	MMP PROPERTIES LLC	P O BOX 565, BENSON, NC 27505
05026073D	CAPPS, JOSEPH EDWIN	222 SUMMITT ST, CLAYTON, NC 27520
05026073M	DURHAM, LARRY N & DURHAM, PATRICIA P	1198 PEELE RD, CLAYTON, NC 27520
05027001	SHACKLEFORD-BUNN DEV CO LLC	1025 RIDGE ROAD, CLAYTON, NC 27520
05026073E, 05026073T, 05026073S, 05026073J	CORPORATE DEVELOPERS LLC	155 BENNETT PLACE, CLAYTON, NC 27527
05026073Q	WOOD, HEIDI CAPPS & WOOD, BRENT E	222 SUMMIT ST, CLAYTON, NC 27520
05G01014W	RARY, JAMES KENNETH JR & RARY, SHELIA	219 SUMMIT ST, CLAYTON, NC 27520
05G02005T	BV 173 LLC	1414 YANCEYVILLE ST STE 300, GREENSBORO, NC 27405
05G02005V, 05G02005Y	MICHAEL LYNN MARVEL REVOCABLE TRUST & MARVEL, MICHAEL LYNN TRUST	2127 WILLOW HILL LN, CLAYTON, NC 27520
05E99012D	MASSEY, JOHN WESLEY	8041 ST ANDREWS DR, LAURINBURG, NC 28352
05G02005A	LEE BROTHERS RENTAL	400 W MAIN STREET, CLAYTON, NC 27520
05E99002D	ALLEN, MARY & SHALLINGTON, KATHERINE ALLEN	PO BOX 1633, CLAYTON, NC 27528
05G02005W	SANT HOSPITALITY LLC	761 ENTERPRISE DR., CLAYTON, NC 27520



WithersRavenel

Our People. Your Success.

06-27-17

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 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: July 11th, 2017

Meeting Time: 6:00p.m. – 7:00p.m.

Meeting Location: The Clayton Center (111 East 2nd Street)

Type of Application: Rezoning Application

Parcel/Pin #: 165911-65-2257

Description of project/proposal: Proposed rezoning from Residential Estate to R-10.

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.

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

If you have any questions prior to or after this meeting, you may contact us at 919-535-5237. You may also contact the Town of Clayton Planning Department at 919-553-5002.

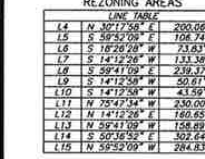
Sincerely,

Don Mizelle

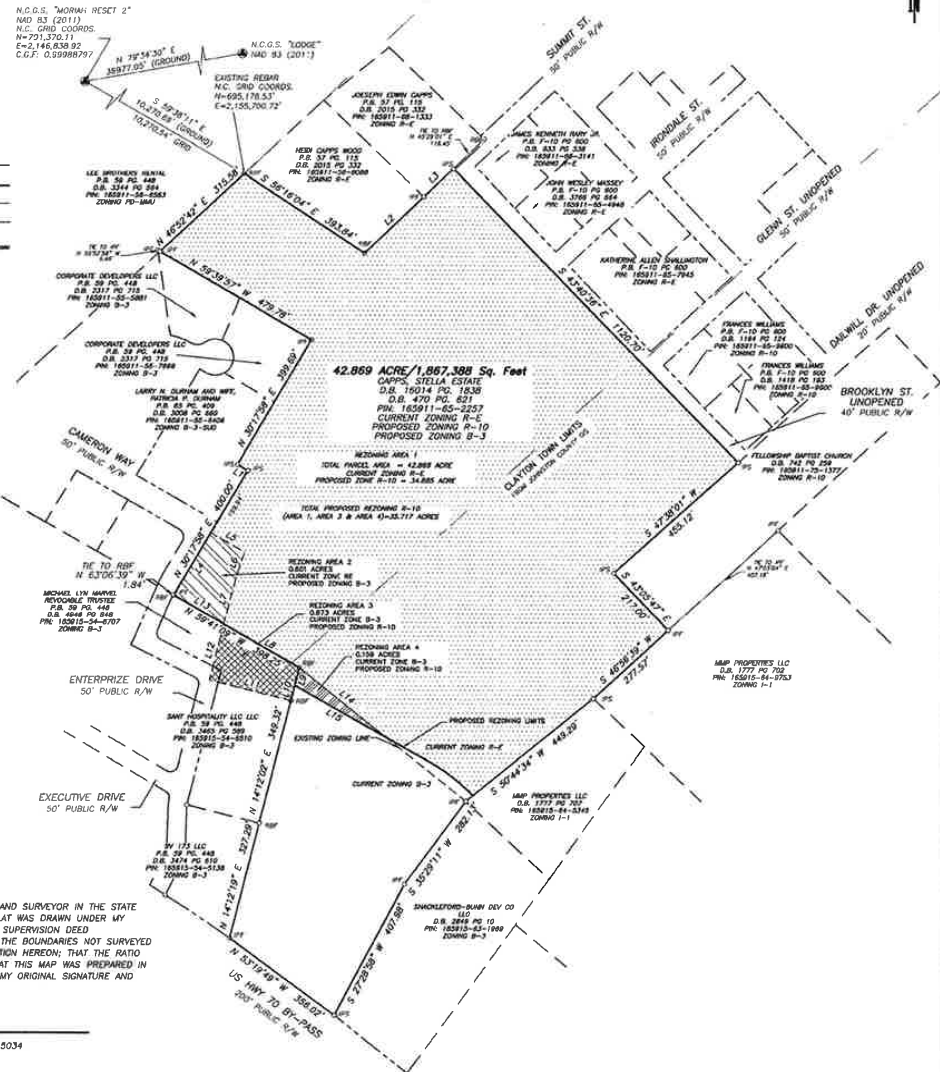
WithersRavenel

Cc: Town of Clayton Planning Dept

115 MacKenan Drive | Cary, NC 27511
t: 919.469.3340 | f: 919.467.6008 | www.withersravenel.com | License No. C-0832
Cary | Greensboro | Pittsboro | Raleigh | Wilmington



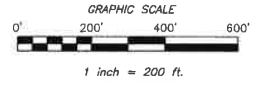
N.C.G.S. "MORIAN RESET 2"
NAD 83 (2011)
N.C. GRID COORDS.
N=791,370.11
E=2,146,838.92
C.G.F. 0.99988797



MARSHALL C. WICK, LICENSED AS A PROFESSIONAL LAND SURVEYOR IN THE STATE OF NORTH CAROLINA, DO HEREBY CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION DEED DESCRIPTIONS RECORDED IN REFERENCES HEREON, THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS BROKEN LINES DRAWN FROM INFORMATION HEREON; THAT THE RATIO OF PRECISION AS CALCULATED IS 1 : 300,000+; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30, AS AMENDED. WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS 24TH DAY OF JUNE A.D. 2017.

I, MARSHALL G. WIGHT, LICENSED AS A PROFESSIONAL LAND SURVEYOR IN THE STATE OF NORTH CAROLINA, DO HEREBY CERTIFY THAT THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

MARSHALL G. WIGHT, PROFESSIONAL LAND SURVEYOR L-5034



	REVISIONS:	DATE: 5-23-17	BOUNDARY AND REZONING MAP FOR THE TOWN OF CLAYTON CAPPS TRACT TOWNEES PROPERTY OF CAPPS, STELLA PUCKETT ESTATE SHEET 1 OF 1			 WithersRavenel Engineers Planners Surveyors 115 MacKinnon Drive Cary, NC 27511 P: 919.469.3340 F: 919.469.3342 www.withersravenel.com
	REVIEWED BY: [Signature] DATE: 5-23-17 DRAWN BY: MGV	SCALE: 1"=200' SUBMITTED BY: MGV CHECKED BY: MGV CAD FILE: BD_17058 PROJECT NO: 02170183-00				
	ZONE: R-E, B-3					

X:\17-0180\170183-Coppe Tract Townhomes\Geomatics\Res-Dev\Drawings\RD_17088-REV.dwg - Tuesday, June 27, 2017 8:28:51 AM - WROIT, MARSHALL

Page 144 of 220

NEIGHBORHOOD MEETING ATTENDANCE ROSTER

Project: Capps Tract
Application: Rezoning
Location/Date: The Clayton Center/ July 11 6pm / 2017

	NAME	ADDRESS
1	Ken Alford	150 MICHAEL WAY CLAYTON
2	Jim & Shelia Rary	219 Summit St., Clayton
3	Enni ^{Reckoway} Barty	P.O. Box 535 Clayton
4	Brent & Heidi Wood	236 Summit St.
5	Joseph Capps	222 SUMMIT ST.
6	Keran Swan	11684 US 70
7		
8		
9		
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NEIGHBORHOOD MEETING SUMMARY FORM

FILL OUT THE FOLLOWING:

Application: Capps Tract Rezoning

Date of Mailing: 6/27/2017

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: Don Mizelle

Signature: 

Date of Meeting: 7/11/2017

Time of Meeting: 6pm

Location of Meeting: The Clayton Center

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.*

Meeting began at 6:05pm at the Pool Meeting Room at the Clayton Center. Approximately 12 people were in attendance including the applicant and his consultants.

WithersRavenel explained the nature of the R-10 rezoning request and the process moving forward. The purpose of the neighborhood meeting was explained as was the future permitting requirements that would be needed prior to any construction work on the subject property. WithersRavenel reviewed the conceptual plan with those in attendance explaining potential road connections, reconfigurations of existing streets, wetlands, stream, buffers, and the developer's planned use of the site for townhomes.

A list of comments, concerns, and questions is attached along with any action items to address such.

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

Capps Tract Rezoning
Neighborhood Meeting Report – Discussion items

Q: How will Summit Street connection (with barricades) impact access to adjacent properties (Heidi & Brent Woods tract, which appears to be currently landlocked)? How can access be secured while limiting additional traffic from accessing Summit Street? What type of barrier will be constructed to prevent new traffic on Summit Street?

A: WR explained the potential future connection to Summit from the planned internal street network. Discussed the geometry of the roadway design possibilities and options for providing a permanent access easement to secure access to Summit Drive. Barricade type TBD by the Town of Clayton at site plan review.

Action: Developer will meet with adjoining owners to plan access easements as needed to address the issue.

Q: What will be the price point of the townhomes envisioned for the site?

A: Market dictates such – currently, the market suggests around \$225K. It was also discussed that some other townhome developments in this general part of town are currently selling from \$150K-180K. The market will determine specifics of product and price.

Q: How will the development and the townhomes be maintained?

A: HOA will be established for the perpetual care of the site.

Q: How soon could the project be constructed?

A: WR offered a projected timeline of 2-3 years based on other similar projects. It was also pointed out that sitework construction could begin within the next year.

Q: Does the developer have plans to develop or own other parcels in the immediate area?

A: No plans for such.

Q: Will the proposed recreation area be buffered with landscaping – can it be evergreen?

A: Yes – to what extent is to be determined.

Q: What will become of the undeveloped west side of the property along Summit Drive?

A: Likely open space or buffer area.

Q: What happens in the stream buffer and undeveloped property in the north eastern portion of the site?

A: Left as-is.

Q: Any perimeter buffers planned?

A: Yes – extent TBD at site plan.

Q: What type of townhomes are planned – like “the Pointe”

A: No – those are age targeted units – 55 and older. Market will determine but likely 2 stories 1800-2400 square feet.

Comments:

- Existing well location on Joseph Capps site should be considered with respect to potential access easement to Wood property and connection to Summit Drive extension.
- Exiting offsite safety issues at Main Street and Summit intersection because of odd geometry.
- Don't want starter townhomes in this area.



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

August 14, 2017

NOTICE

SUBJECT: Rezoning application 2017-99-RZ, Capps Tract rezoning.
Address: The properties are located behind (east and north of) the commercial development on Cameron Way and Enterprise Drive; (portions of parcels 165911-65-2257 / 05026073 and 165915-54-6707 / 05g02005y)
Applicant: Withers Ravenel (c/o Don Mizelle)
Request: Requested rezoning is primarily from Residential-Estate (R-E) and Highway Business (B-3) to Residential-10 (R-10), with some land also being rezoned from Residential-Estate (R-E) to Highway Business (B-3).

Dear Clayton Area Property Owner:

Notice is hereby given that the Clayton Town Council will hold a public hearing on Tuesday, Sept. 5, 2017 at 6:30 PM at Town Hall, 111 E Second Street, to consider 2017-99-RZ (Capps Tract rezoning), requesting the rezoning of approx. 36 acres at the above referenced location. The requested rezoning change is primarily from Residential-Estate (R-E) and Highway Business (B-3) to Residential-10 (R-10), with some land also being rezoned from Residential-Estate (R-E) to Highway Business (B-3). Please see the map on the back of this letter.

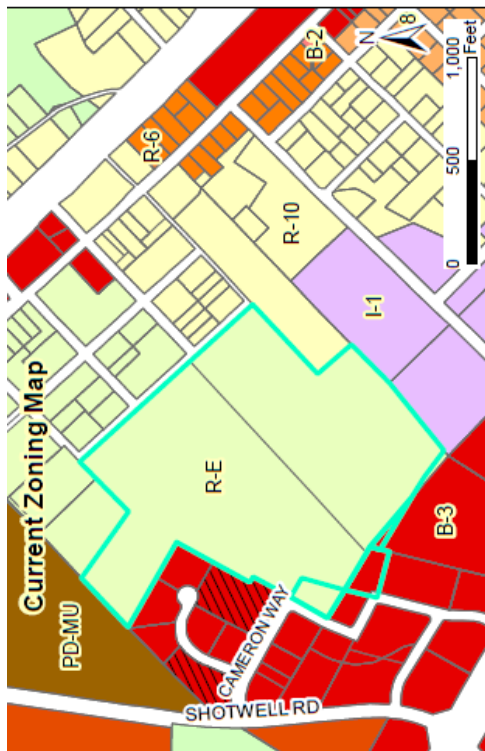
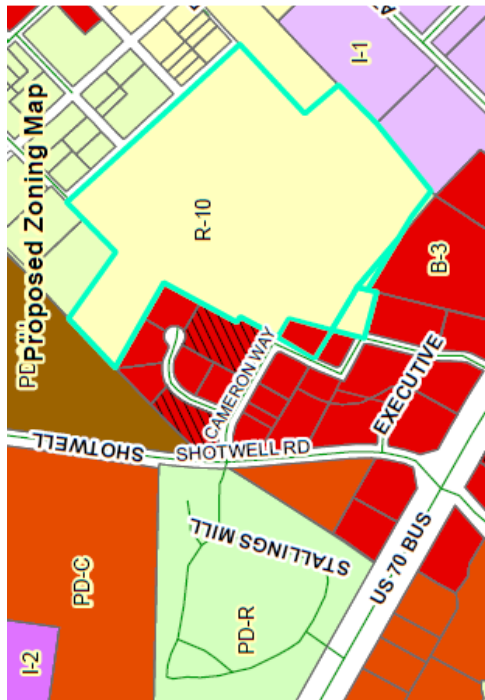
Based upon records in the Johnston County Tax Office, you are the owner of property that is within 100 feet of this proposed rezoning request. You are invited to attend this public meeting and express your opinions on this request to Council.

If you should need additional assistance or information, please contact Jay McLeod, Senior Planner with the Town Planning Department at (919) 553-5002, or email at jwmcleod@townofclaytonnc.org.

Sincerely,


Jay McLeod, AICP
Senior Planner

cc: File folder
Kimberly Moffett, CMC, Town Clerk



**TOWN OF CLAYTON
PLANNING BOARD WRITTEN RECOMMENDATION
ZONING AMENDMENT
(REZONING AMENDMENT)**

**Capps Tract
2017-99-RZ**

On July 24, 2017, the Planning Board heard the above-referenced request and made the following vote:

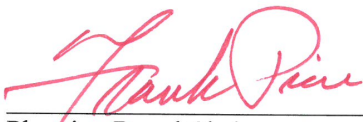
Recommendation to the Town Council to

☒ approve the request;

☐ deny the request.

Recommendation(s) made this 24 day of July 2017 while in regular session.

Signed:



Planning Board Chair

PUBLIC NOTICE

In accordance with NC GS 160A-384, the Clayton Town Council will hold a public hearing on September, 5, 2017, at 6:30 PM at Town Hall, 111 East Second Street, to consider rezoning request 2017-99-RZ (Capps Tract rezoning) for portions of parcel number(s) 165911-65-2257 and 165915-54-6707, within both the town limits and the extra-territorial jurisdiction. The requested change is primarily from Residential-Estate (R-E) and Highway Business (B-3) to Residential-10 (R-10), with some portions also being rezoned from Residential-Estate (R-E) to Highway Business (B-3).

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.

Jay McLeod, Planner
919-553-5002

The Clayton News Star

Please advertise on the following dates:
August 23, 2017
August 30, 2017

Affidavit of publication required.

TOWN OF CLAYTON
ZONING AMENDMENT
CONSISTENCY AND REASONABLENESS STATEMENT

2017-99-RZ, Capps Tract Rezoning

The Town Council of the Town of Clayton hereby states:

Section 1: The above referenced zoning amendment IS CONSISTENT with:

The Town of Clayton's Comprehensive Plan, specifically:

- LU1: Preserve Clayton's small-town character while allowing for growth and development in appropriate areas.
- LU2: Encourage quality development which maximizes existing infrastructure...

Section 2: 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 **(insert specifics to case)**

That the rezoning is consistent with the desire to encourage development near downtown, and is also consistent with the Town's adopted future land use map,

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

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

After considering the recommendations of the Planning Board and Planning Director, I move to [approve OR deny] 2017-99-RZ – Capps Tract Rezoning

[IF APPROVING]

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

MOTION FORM
Item 5c
2017-99-RZ – Capps Tract

**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 Residential10 (R-10) zone the property described below, said property formerly being zoned Residential-Estate (R-E) and Highway Business (B-3) with some land also being rezoned from Residential Estate (R-E) to Highway Business (B-3); and

WHEREAS said property is owned by the Stella Puckett Capps Estates co/ Jerry Capps); 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 Clayton News Star, 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 6:30 p.m. on September 5, 2017, 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 Residential-10 (R-10) and Highway Business (B-3) zones the following described property:

General Description:

Location behind commercial development at Enterprise Drive and Cameron Way

Specific Description:

NC Parcel Identification Numbers: 165911-65-2257 & 165915-54-6707

SECTION 2. That the official Town of Clayton Zoning Map is hereby amended to include in the Residential-10 (R-10) & Highway Businss (B-3) 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 5th day of September, 2017,
while in regular session.

Jody McLeod
Mayor

ATTEST:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk

NOTICE OF PUBLIC HEARING

The Clayton Town Council has called a public hearing for Tuesday, September 5, 2017 at 6:30 p.m. The hearing will be held at Town Hall, 111 E. Second Street, pursuant to North Carolina General Statute § 158-7.1.

The Town is considering a development agreement with CommunitySmith, LLC for the redevelopment of the property at 231 E. Second Street. CommunitySmith will redevelop the property to provide at least twelve (12) residential units and potentially other uses, at the developer's discretion, and as such uses are allowed by the Town's zoning ordinance. To aid in this development activity, the Town is considering a series of incentive grants to include (a) up to two façade; (b) a redevelopment incentive grant for five years; and (c) a reimbursement grant for fees related to water and sewer connection, base building permit fees, and certain historic preservation application fees. The incentive grants are estimated to total \$96,000 over five years. CommunitySmith must invest a minimum of one million (\$1,000,000) in private funds and redevelop the property in accordance with the development agreement. The Town will fund these grant payments with available revenues in its General Fund. The Town seeks the repair and rehabilitation of 231 E. Second Street for the purpose of (i) rehabilitating a structure critical to the Town's history, (ii) stimulating investment in the economy of Downtown Clayton and promoting business and housing therein, and (iii) continuing the positive impact and significant effect on the revitalization of Downtown Clayton.

PP DRAFT 8/24/17

DEVELOPMENT AGREEMENT

BY AND BETWEEN

COMMUNITYSMITH, LLC

AND

THE TOWN OF CLAYTON, NORTH CAROLINA

Effective Date: , 2017

Johnston County Parcel Identifier Number: 05015051

Table of Contents

	Page
ARTICLE I. RECITALS	1
ARTICLE II. DEVELOPER COVENANTS	2
ARTICLE III. TOWN COVENANTS	3
ARTICLE IV. REDUCTION AND RECAPTURE OF INCENTIVES	7
ARTICLE V. DEFAULT AND INDEMNIFICATION	7
ARTICLE VI. CLOSING	8
ARTICLE VII. MISCELLANEOUS.....	8

EXHIBITS INCORPORATED BY REFERENCE

- Exhibit _____
- Exhibit _____
- Exhibit _____
- Exhibit _____

STATE OF NORTH CAROLINA

DEVELOPMENT AGREEMENT

COUNTY OF JOHNSTON

This Development Agreement (“Agreement”) is made and entered into as of the [REDACTED] day of [REDACTED], 2017 (the “Effective Date”) between **COMMUNITYSMITH, LLC**, a North Carolina limited liability company, and/or its successors and assigns (collectively the “Developer”), and **THE TOWN OF CLAYTON, NORTH CAROLINA**, a municipal corporation of the State of North Carolina (the “Town”), (collectively, the “Participating Parties”).

ARTICLE I.

RECITALS

1. Developer (i) intends to purchase, in fee simple, certain property known as 231 E. Second Street, Clayton, North Carolina, which property has certain permanent improvements situated thereon consisting of a multi-story town hall building commonly known as the “Old Town Hall” (said improvements and real property hereinafter referred to as the “Old Town Hall Property”); and (ii) currently holds an option to purchase the Old Town Hall Property pursuant to the terms of an option to purchase agreement (the “Option to Purchase”), which is contingent upon execution of this Agreement.

2. Pursuant to N.C.G.S. § 158.7-1(b)(8), the Town seeks the repair and rehabilitation of the Old Town Hall Property located in Downtown Clayton (the “Project”) for the purpose of (i) rehabilitating a structure critical to the Town’s history, (ii) stimulating investment in the economy of Downtown Clayton and promoting business and housing therein, and (iii) continuing the positive impact and significant effect on the revitalization of Downtown Clayton.

3. The North Carolina General Assembly has enacted the Conservation and Historic Preservation Agreements Act validating restrictions, easements, covenants, and conditions appropriate to the preservation of a structure or site historically significant for its architecture and historical association.

4. The Old Town Hall Property is on the National Register of Historic Places maintained by the National Park Service, U.S. Department of the Interior.

5. The Old Town Hall Property is subject to an enforceable deed restriction in the form of the HISTORIC PRESERVATION AGREEMENT AND RESTRICTIONS, attached as Exhibit ____.

6. The Town (i) desires that the Old Town Hall be preserved and protected, retaining its historically and architecturally significant features; (ii) recognizes that the Old Town Hall will need to be renovated, adapted and altered, where necessary, to provide for contemporary uses; and (iii) finds that the proposed repair and rehabilitation as described herein will have a significant effect on the revitalization of Downtown Clayton.

7. Developer is an integrated development and operating organization that specializes in the rehabilitation of historic properties and their conversion into mixed-use developments throughout the State of North Carolina.

8. The development of the Project requires a major investment by the Developer in facilities and on-site improvements.

9. The Developer acknowledges that the Town's offer of local incentives and other assistance described in this Agreement was a necessary prerequisite to its decision to purchase the Old Town Hall Property and complete the Project at the Old Town Hall Property resulted from and that such local incentives and other assistance serve a valid public purpose.

10. The Town acknowledges that the Developer's agreement to complete the Project pursuant to the terms of this Agreement was a necessary prerequisite to its decision to provide the Grants.

11. The Participating Parties acknowledge a substantial commitment of public and private resources to achieve the desired benefits of the Project for the Town.

12. The Town Council held a Public Hearing, as required by N.C.G.S. § 158-7.1(b), on [INSERT DATE].

13. The Town recognizes that the Project will bring direct and indirect benefits to the Town, including expansion of the downtown housing stock, job creation, economic diversification and stimulus downtown revitalization.

14. In exchange for these benefits to the Town and the Developer, the Town and the Developer desire to proceed with the Project in accordance with the terms and conditions contained in this Agreement, subject to any amendments to this Agreement made in accordance with this Agreement.

NOW, THEREFORE, based upon the terms and conditions set forth herein and in consideration of the mutual promises and assurances provided herein, the Participating Parties do hereby agree as follows:

ARTICLE II.

DEVELOPER COVENANTS

1. The Developer shall spend a minimum of ONE MILLION DOLLARS and 00/100 (\$1,000,000) in private funds to renovate the Old Town Hall Property (the "Developer Investment"). The Developer represents and warrants that the Old Town Hall Building will be renovated to provide at least twelve (12) market-rate, residential apartments and other uses, if viable, as permissible by the Town's zoning ordinance.

2. Developer shall submit building plans, specifications and a building permit application for the Project to the Town within sixty (60) days of execution of this Agreement (the "Permit Period")

3. Developer shall begin mobilization and construction on the Project within thirty-one (31) days following Developer's receipt of the building and associated governmental permits for the Project.

4. Developer shall present a reasonable completion schedule for the Project at the time all governmental permits are issued for the Project.

5. Developer shall comply with all state and local zoning codes, building codes and ordinances applicable to the Property.

6. The Developer shall prepare and maintain, or cause to be prepared and maintained, appropriate books and records, reflecting all money received and all money disbursed in connection with the Old Town Hall Property and the Project for the purpose of verifying Developer's compliance with the terms of this Agreement. The Town and its duly appointed representatives shall have the right to examine, audit, and copy such books and records during business hours on reasonable notice.

7. The Developer represents and warrants it anticipates applying for State and Federal Historic Tax Credits for the Project. Developer shall make application for State and Federal Historic Tax Credits to the extent the final Project design and plans comply with the requirements necessary for the award of such credits.

8. The Developer represents and warrants to the Town that:

(a) it is a valid limited liability company duly organized, validly existing and in good standing under the laws of the State of North Carolina;

(b) it is duly qualified to do business and is in good standing in every jurisdiction in which such licensing and qualification is required;

(c) it has the full right, power, and authority to perform its obligations hereunder; and

(d) it will execute, deliver and perform this Agreement.

ARTICLE III.

TOWN COVENANTS

1. Prior to the expiration of the Permit Period, the Town shall take all necessary steps to license and reserve a minimum of one (1) parking space for the exclusive and specific use of each residential apartment (the "Parking Spaces"). The Parking Spaces shall be licensed pursuant to a perpetual, exclusive and nonrevocable (except in accordance with the terms thereof) license agreement substantially in the form of the agreement attached hereto as Exhibit _____ (the "Parking Agreement"). All Parking Spaces licensed and reserved pursuant to the Parking Agreement shall be striped and marked by the Town to allow for the towing and removal of any vehicles violating the terms hereof. The parking plans developed by the Town to comply with the provisions of this paragraph shall be subject to the review and approval of Developer in

advance, which approval shall not be unreasonably withheld or delayed. The obligations of the Town pursuant to the Parking Agreement in this paragraph to dedicate and reserve the parking spaces pursuant to the Parking Agreement shall survive for so long as a portion of the Old Town Hall Building is a residential use. The Parking Agreement shall be granted by the Town to Developer recorded in the Johnston County Registry.

2. The Town agrees to provide to the Developer a series of economic development incentive grants, to include façade grants, redevelopment incentive grants, and reimbursement grants (collectively “Grants”), and described in detail below.

3. The Town represents and warrants to Developer that the Project will be eligible to receive a grant for each of the façades of the Old Town Hall Building that face public streets, of which the Participating Parties agree there are two, providing for a maximum reimbursement of fifty percent (50%) of the cost to improve the relevant façade, or up to a total of FIVE THOUSAND DOLLARS and 00/100 (\$5,000) per façade (the “Façade Grants”). To be eligible for the Façade Grants, Developer must submit proof of reimbursable expenses, such as copies of paid statements and cancelled checks, upon completion. The Town will pay the Façade Grant to Developer not more than thirty (30) days after Developer submits the materials required by this Article II, Section 3. The Participating Parties agree that the following guidelines shall apply to all façade improvements eligible for Façade Grants:

(a) Developer shall use the U.S. Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (attached as Exhibit [])) and the 2001 Downtown Improvement Project Architectural Guidelines [Developer review of 2001 Guidelines pending] as guides for façade improvements;

(b) Rehabilitation work shall conform to the Town of Clayton’s Building Codes, Unified Development Code, and General Design Guidelines; (c) Rehabilitation work shall respect the architectural integrity of the entire building front and retain those elements that enhance the building;

(c) Eligible façade improvements may include, but are not limited to:

- Brick or wall surface cleaning
- Patching and painting of façade walls
- Signage or lighting replacement/repair
- Structure or frame that contains or holds a sign
- Canopy, porch, awning installation/repair
- Window and/or door replacement/repair
- Mortar joint repair
- Railings, ironwork repair or addition
- Cornice repair and/or replacement
- Design services for façade rehabilitation

4. The Town represents and warrants to Developer that, once the Project is completed as provided herein, the Old Town Hall Property will be eligible for a grant based on new property tax generated post-renovation (“Redevelopment Incentive Grant”), as follows:

(a) The Town agrees to provide to Developer the Redevelopment Incentive Grant for five (5) years, to be disbursed as follows: Year 1 – 100%; Year 2 – 100%; Year 3 – 75%; Year 4 – 50%; Year 5 – 25%.

(b) The Redevelopment Incentive Grant amount is the difference between all ad valorem taxes (including both Town and County property taxes) that would be owed on the Old Town Hall Property based on the preconstruction tax value of the Old Town Hall Property as determined herein below and the post-construction tax value of the Old Town Hall Property, as determined by the Johnston County Tax Administrator using uniform appraisal and assessment standards pursuant to Chapter 105, Article 13 of the North Carolina General Statutes.

(c) The preconstruction tax value of the Old Town Hall Property for purposes of this Agreement is \$355,410.00. The post-construction tax value of the Old Town Hall Property shall be determined on January 1 following the issuance of a Certificate of Occupancy.

(d) Developer shall pay the full amount of all taxes assessed on the Property. The Redevelopment Incentive Grant shall be made within thirty (30) days after Developer has requested payment in writing and has provided written proof of payment of all property taxes for the Old Town Hall Property for the year for which Developer is seeking the Redevelopment Incentive Grant. The Town shall notify the Developer of the grant amount within thirty (30) days of receipt of the Developer's written request and proof of payment.

(e) The real property valuations made by the Johnston County Tax Administrator are deemed by both parties to be the conclusive and final determination of the basis for the Redevelopment Incentive Grant; provided, that Developer does not waive any rights it may have to challenge any assessment under Johnston County's standard procedures and processes. If the tax value of the Old Town Hall Property (or any part thereof) is disputed by Developer, its agents, employees, or lawyers, then no payments shall be made under this Agreement as to any amount in dispute until the dispute is resolved, and Developer gives written notice to the Town that the dispute has been resolved. Provided, however, Developer shall be reimbursed an amount equal to the taxes that would be due based on the tax value Developer ascribes to the Old Town Hall Property in its appeal or challenge of the valuation made by the Johnston County Tax Administrator. Upon final determination of the assessed tax value of the Old Town Hall Property, all disputed Redevelopment Incent Grant payments shall be immediately disbursed to Developer.

(f) In no case shall the Town make any Redevelopment Incentive Grant payment(s) for any year and any subsequent year during which Developer ceases to own and operate the Old Town Hall Property.

5. The Town represents and warrants to Developer that, upon receipt of a Certificate of Occupancy for the Old Town Hall Property pursuant to completion of the Project as contemplated here, it will reimburse Developer for certain payments it has made to the Town related to development of the Project (the "Reimbursement Grant"). Specifically, the Reimbursement Grant will reimburse documented expenditures by Developer for the following:

(a) all sewer tap fees, sewer acreage fees, water connection fees and installation costs if new sewer taps and infrastructure or new water connections or water lines are necessary to serve the Project. The Reimbursement Grant shall provide funds up to the cost of a standard two inch (2") water table and one standard four inch (4") sewer tap;

(b) all water capacity fees, sewer capacity fees and nutrient off-set fees applicable for daily capacity exceeding the base amount of 50 gpd;

(c) costs for the Town to install underground electric service feed to the building located on the Property;

(d) base building permit fees, but not re-inspection fees. All fees will be charged to applicable contractors and trades but the cost for all Town permits will be reimbursed to the Developer as provided herein; and

(e) if the Project is completed consistent with the United States Department of Interior Standards and Guidelines and is successful in acquiring Federal and State Historic Preservation Tax Credits, the Town will reimburse Developer for Fifty Percent (50%) of Developer's documented application fees up to a maximum of TEN THOUSAND DOLLARS and 00/100 (\$10,000).

The Reimbursement Grant shall be paid by the Town to the Developer within sixty (60) days after the date the Certificate of Occupancy is issued for the Project, and in accordance with the provisions of this Agreement.

6. Town represents and warrants to Developer that:

(a) Town has the full right, power, and authority to perform its obligations hereunder without contravention of any obligation on the part of Developer, whether statutory, contractual or otherwise.

(b) Town will execute, deliver and perform this Agreement in accordance with all applicable laws and ordinances.

(c) Town will expeditiously issue any and all permits and approvals necessary for the successful conclusion of the Project.

7. Within sixty (60) days of receipt of a written request by Developer, which Developer must submit on or before the fourth (4th) anniversary of the Effective Date, the Town will provide Developer with written confirmation of whether or not it intends to establish a preservation commission and undertake all other necessary steps required by law to recommend, sponsor, and otherwise designate the Old Town Hall Property as a historical landmark pursuant to N.C.G.S. 160A-400.6 or any corresponding statute then in effect. If the Town does intend to so designate the Old Town Hall Property as a historical landmark, it shall take all steps necessary to confer the designation on the Old Town Hall Property effective as of the year following the expiration of the last Redevelopment Incentive Grant payment, and the Town shall permit any previously completed architectural surveys of the Old Town Hall Property in the Town's possession to be submitted with the necessary Historic Landmark application.

ARTICLE IV.

REDUCTION AND RECAPTURE OF INCENTIVES

1. If Developer is not current on all taxes, fees, assessments or other amounts owed to the Town by Developer related to the Project at the time any Grant is to be paid, the Town may set off from any Grant any amount(s) so owed by Developer to Town.

2. The Developer Investment must be made within eighteen (18) months from the date of conveyance of the Old Town Hall Property to Developer and/or its assigns. Except as otherwise provided herein, all written grant requests must be submitted not later than twelve (12) months following the date of the Town's issuance of a certificate of occupancy for the Old Town Hall Property for the Project. Developer and Town recognize that the Redevelopment Incentive Grant reimbursement will extend beyond the timelines established pursuant to this Article IV, Section 2, and nothing contained herein shall be construed to limit the amounts due Developer under the Redevelopment Incentive Grant program.

3. If for any reason, save and except the fault of the Town, the Developer fails to make the Developer Investment, within eighteen (18) months from the date of conveyance of the Old Town Hall Property to Developer and/or its assigns, then the Town will have no further responsibility to pay any Grant request made after that date. If Developer ceases to operate the Project at any time within five (5) years of this Agreement, then Developer shall not be entitled to any further Grants otherwise due the Developer under this Agreement. Provided, however, this provision shall not apply to any disruption in operation the Project resulting from a casualty loss or act of God. The Town is not required to make any Grants to Developer at any time after any public announcement by Developer of its plan to permanently cease operations at the Old Town Hall Property.

4. If the Developer, or its successors and/or assigns, completely and permanently ceases operations at the Old Town Hall Property within five years from the date of this Agreement, for any reason other than nonperformance by the Town of its covenants under this Agreement, then, at the Town's request, the Developer will refund to the Town fifty percent (50%) of the total grant funds paid to the Developer under this Agreement.

ARTICLE V.

DEFAULT AND INDEMNIFICATION

1. The terms and conditions of this Agreement shall be enforceable by actions for specific performance or injunction in addition to any other remedies available at law or in equity, provided that the non-defaulting party provides due notice and an opportunity to cure to the defaulting party and the defaulting party fails to cure the breach within a reasonable time. Any failure or omission of the non-defaulting party to exercise any right or remedy provided herein shall not be deemed a waiver of such party's right to enforce strictly the defaulting party's obligations in any other instance. At least every six (6) months after the Effective Date of this

Agreement, the Town shall review Developer's progress with the Project. If, as a result of such review, the Town determines that Developer has committed a material breach of this Agreement, the Town shall serve a written notice thereof upon Developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination and providing Developer a reasonable time in which to cure the material breach. If Developer fails to cure the material breach within the time given, then, notwithstanding any provision hereof to the contrary, the Town unilaterally may terminate or reasonably modify this Agreement to accommodate Developer's failure to perform hereunder. Notwithstanding the foregoing, the Town's authority or discretion to enforce the terms of this Agreement, the rezoning of the Old Town Hall Property, or any other regulatory approval given with respect to the Project pursuant to the Town's adopted ordinances, policies, or schedules of the Town of Clayton shall not be limited or affected by this Article V.

2. No action or failure to act by either party shall be deemed to constitute a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

3. Notwithstanding anything to the contrary herein, neither party shall be liable to the other for any failure to perform under this Agreement as a result of a force majeure, including acts of governmental authorities, embargoes, fire, flood, hurricanes, tornadoes, explosions, acts of God or a public enemy, strikes, labor disputes, vandalism, civil riots, or acts of terrorism; provided, such party (i) shall notify the other party promptly if the performance of any duty or obligation required under this Agreement will be delayed or prevented by a force majeure; and (ii) shall diligently and in good faith act to the extent within its power to remedy the circumstances affecting its performance.

ARTICLE VI.

CLOSING

Upon the Town's approval of the building plans and specifications and budget, the Developer will provide to the Town notice of the date for the closing of Developer's purchase of the Old Town Hall Property pursuant to the terms of the Option to Purchase.

ARTICLE VII.

MISCELLANEOUS

1. **ASSIGNMENT.** The Developer shall not assign this Agreement, without the prior written consent of the Town, except that the Developer may assign this Agreement without the prior written consent of the Town, to a North Carolina limited liability company established by the managers or members of the Developer for the purpose of renovating or operating the Old Town Hall Property.

2. **NOTICES.** Unless specifically provided otherwise by this Agreement, any notice, demand, request, consent, approval or communication which a signatory Party is required

to or may give to another signatory Party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such Party may from time to time direct by written notice given in the manner herein prescribed. Such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile or by email with a hard copy to be delivered by independent courier service by the next business day. The Parties shall make reasonable inquiry to determine whether the names or titles of the persons listed in this Agreement should be substituted with the name of the listed person's successor.

All notices, demands, requests, consents, approvals or communications to Town addressed to:

For the Town: David L. DeYoung, AICP
Planning Director
Town of Clayton
111 East Second Street | PO Box 879
Clayton, NC 27528

With a copy to: Parker Poe Adams & Bernstein LLP
PNC Plaza
301 Fayetteville Street, Suite 1400
Raleigh, NC 27601
Attn: Katherine Ross, Esq.

All notices, demands, requests, consents, approvals or communications to Developer shall be addressed to:

William Holton Wilkerson, Jr., Manager
CommunitySmith, LLC
P.O. Box 6086
Raleigh, NC 27628

With a copy to: Kennon Carver PLLC
P.O. Box 51579
Durham, NC 27717-1579
Attn: Brian Ferrell, Esq.

3. **ENTIRE AGREEMENT.** Except with respect to prior approvals and governmental laws applicable to the Project and any future regulatory and zoning approvals needed for the Project, this Agreement constitutes the entire agreement between the parties with respect to the matters covered herein and supersedes any prior negotiations, understandings, or agreements in their entirety with respect to the matters contemplated hereby.

4. **SEVERABILITY.** In the event that any term or condition of this Agreement or the application thereof to any circumstance or situation shall be invalid or unenforceable in whole or in part, the remainder hereof and the application of said term or condition to any other circumstance or situation shall not be affected thereby, and each term and condition of this Agreement shall be valid and enforceable to the full extent permitted by law.

5. **NO THIRD-PARTY RIGHTS CREATED.** This Agreement is intended for the benefit of the Town and Developer and their successors and assigns and not for any other person, and no such persons shall enjoy any right, benefit, or entitlement under this Agreement.

6. **WRITTEN CONSENTS FROM THE TOWN.** When this Agreement refers to written approvals or consents to be given by the Town and the person or position that may give consent is not identified, the authority to give such approvals shall be deemed to be with the Town Manager or his designee, and Developer may rely on such authority and approvals to no detriment of their own. An approval required by this Agreement shall not be effective unless given in writing.

7. **NO WAIVER OF GOVERNMENTAL AUTHORITY OR DISCRETION.** Nothing in this Agreement shall be construed to bind, estop, direct, limit, or impair the future regulatory, legislative, or governmental discretion of the Clayton Town Council in a manner not permitted by law. The Town shall incur no liability to Developer for any losses or damages it may incur as a result of or in connection with the Town's exercise or performance of its regulatory, legislative, or governmental powers or functions, or any judicial determination regarding such exercise or performance, provided the Town shall be contractually bound by the terms of this Agreement.

8. **AUTHORITY.** The Town and Developer each warrants and represents to the other that it has full right and authority to enter into this Agreement, that this Agreement has been presented to and approved by each party's governing board after proper notice and hearing, and that the person signing on behalf of each party is authorized to do so.

9. **NO PARTNERSHIP.** Nothing contained in this Agreement shall be construed to make the Town a partner with Developer or render either party liable for the debts or obligations of the other.

10. **CHOICE OF LAW AND FORUM.** This Agreement shall be deemed made in Johnston County, North Carolina. This Agreement shall be governed by and construed in accordance with the laws of North Carolina. Except for any cause of action for which a federal court has exclusive jurisdiction, the exclusive forum and venue for all actions arising out of this Agreement shall be the North Carolina General Court of Justice in Johnston County. Such actions shall neither be commenced in nor removed to federal court. This Section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this Section.

11. **PARAGRAPH HEADINGS.** The paragraph headings used in this Agreement are for convenience of reference only and shall not be considered terms of this Agreement.

12. **OTHER DOCUMENTS.** The Parties will make and execute all further instruments and documents required to carry out the purposes and intent of the Agreement.

13. **MODIFICATION.** This Agreement may not be changed or modified orally, but only by an agreement in writing signed by the party against whom enforcement or waiver, change, modification or discharge is sought.

14. **DUPLICATE ORIGINALS.** This Agreement is executed in duplicate originals; and both the Developer and the Town Representatives acknowledge receipt of one such original, agree that the duplicate originals hereof are identical, and further agree that either original shall be admissible in any proceeding, legal, or otherwise, without the production of the other such original.

15. **TERMINATION.** This Agreement shall automatically terminate, be void, and of no further effect if the Option to Purchase is terminated for any reason.

16. **AGREEMENT TO COOPERATE.** In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Participating Parties hereby agree to cooperate in defending such action; provided, however, each Party shall retain the right to pursue its own independent legal defense.

17. **NO DEEMED WAIVER.** Failure of a Party to exercise any right under this Agreement shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder.

18. **AUTHORITY.** Each Party represents that it has undertaken all actions necessary for approval of this Agreement, and that the person signing this Agreement has the authority to bind the Town, the Association and the Developer.

19. **CONTINUING OBLIGATION.** The Parties will execute additional instruments of assignment, conveyance and other documents and take such other actions that are reasonably necessary to further the purposes of this Agreement.

20. **IMMUNITY NOT WAIVED.** The Town does not intend to waive its sovereign immunity by reason of this Agreement; provided, however, that the Town acknowledges and agrees that by entering into this Agreement, governmental immunity shall not be a valid defense to a breach of contract claim brought hereunder.

21. **RELEASE OF INFORMATION.** Town and Developer acknowledge that this Agreement and related documents provided by Developer are subject to disclosure under the North Carolina Public Records Act, N.C.G.S. § 132-1 *et seq.* (the “Act”), except for information that is excluded from the disclosure requirements of the Act pursuant to N.C.G.S. § 132-1.2. The Developer acknowledges that it has been informed by the Town that the Town is required by North Carolina law to disclose “Public Records” as the term is defined by North Carolina General Statutes § 132-1, upon request. All information disclosed to the Town by the Developer which is subject to that definition and whose disclosure is not otherwise protected by law will be released by the Town upon request as provided by North Carolina General Statutes § 132-6. The Town may withhold from disclosure confidential records as defined by North Carolina General Statutes § 132-1.2. The Developer acknowledges that it has read and is familiar with the Town’s obligations of public disclosure of documents and the definitions of confidential documents as contained in Chapter 132 of the North Carolina General Statutes. In order to prevent the disclosure of the information identified by the Developer as a trade secret or as “confidential” pursuant to North Carolina General Statutes § 132.1.2 the Town shall, if it receives a request for disclosure of such information, notify the Developer of such request. The Developer will defend

any claims or disputes arising from efforts of others to cause such trade secrets to be disclosed as a public record, if it so chooses. The Developer acknowledges that this disclosure of the Town's public records requirements is given pursuant to North Carolina General Statutes § 132-1.11(b) and agrees that such disclosure is full and sufficient to the satisfaction of the Developer. Both parties agree that this Section will survive the termination of the Agreement. Nothing in this Agreement precludes either party from discussing the terms of this Agreement or its work product with its attorneys, accountants, consultants, contractors, or potential lenders or investors, or prevents the holding of public Council meetings in compliance with applicable laws.

22. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY (OR TO ANY THIRD PARTY, WHETHER OR NOT CLAIMING THROUGH SUCH OTHER PARTY) FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER).

23. **TIME OF THE ESSENCE.** Time is of the essence in this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties hereby set their hands and seals, effective the date first above written.

TOWN OF CLAYTON, NORTH CAROLINA

[SEAL]

ATTEST:

Name: _____
Title: _____

_____, Town Clerk

STATE OF NORTH CAROLINA

COUNTY OF JOHNSTON

I certify that _____ personally appeared before me this day and acknowledged that (s)he is the _____ of **THE TOWN OF CLAYTON, NORTH CAROLINA**, a municipal corporation of the State of North Carolina, and that (s)he, in such capacity, being authorized to do so, voluntarily signed the foregoing on behalf of the corporation for the purposes stated therein.

Date: _____

By: _____
Print Name: _____
Notary Public
My Commission Expires: _____

[SEAL OR STAMP]

CERTIFICATION

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

This ____ day of _____, 2017.

_____, Town Finance Officer

Project Number: _____ (if applicable)
Account Number: _____
Amount of Contract: \$ _____
Federal ID Number: _____

IN WITNESS WHEREOF, the Parties hereby set their hands and seals, effective the date first above written.

COMMUNITYSMITH, LLC

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

STATE OF NORTH CAROLINA

COUNTY OF _____

I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that _____ personally came before me this day and acknowledged that he or she is _____ of _____, which is Manager of CommunitySmith, LLC, and acknowledged, on behalf of CommunitySmith, LLC, the due execution of the foregoing instrument. Witness my hand and official stamp or seal, this the _____ day of _____, 2017.

Notary Public

My Commission Expires: _____

EXHIBITS INCORPORATED BY REFERENCE

- EXHIBIT A Legal Description of Old Town Hall Property
- EXHIBIT B Secretary of the Interior's Standards for Rehabilitation
- EXHIBIT C Historic Preservation Agreement And Restrictions
- EXHIBIT D Parking Agreement

PPAB 3807499v1
PPAB 3851288v1

EXHIBIT A

Legal Description of Old Town Hall Property

[TO BE ATTACHED]

PPAB 3807499v1
PPAB 3851288v1

EXHIBIT B

Secretary of the Interior's Standards
for Rehabilitation

[TO BE ATTACHED]

PPAB 3807499v1
PPAB 3851288v1

EXHIBIT C

Historic Preservation Agreement And Restrictions

[TO BE ATTACHED]

PPAB 3807499v1
PPAB 3851288v1

EXHIBIT D
PARKING AGREEMENT
[TO BE ATTACHED]

PPAB 3807499v1
PPAB 3851288v1



Town Council Agenda Cover Sheet

Meeting Date

September 5, 2017

Agenda Location

Old Business

Item Title

Update of Regional Wastewater Pretreatment Facility

Presenter *(Name & Title)*

Adam Lindsay, Town Manager & Katherine Ross, Town Attorney

Summary/Description

Council will receive an update on the progress for a Regional Wastewater Pretreatment Facility, including a discussion of the agreement with Novo Nordisk Pharmaceutical Industries, Inc. for construction of a facility.

Requested Action

Approval of Agreement concerning Regional Wastewater Pretreatment Facility by and between Novo Nordisk Pharmaceutical Industries, Inc. and the Town of Clayton, North Carolina.

Additional Documents To Be Included in Agenda Packet

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**AGREEMENT CONCERNING A
REGIONAL WASTEWATER
PRETREATMENT FACILITY
BY AND BETWEEN
NOVO NORDISK PHARMACEUTICAL INDUSTRIES, INC.
AND
THE TOWN OF CLAYTON, NORTH CAROLINA**

PPAB 3856092v1

This **AGREEMENT CONCERNING A REGIONAL WASTEWATER PRETREATMENT FACILITY** (the "Agreement") is entered into this ____ day of August, 2017, by and between **NOVO NORDISK PHARMACEUTICAL INDUSTRIES, INC.**, a Delaware corporation ("NNPII") and **THE TOWN OF CLAYTON, NORTH CAROLINA**, a municipal corporation in the State of North Carolina ("Clayton"), each or both also referred to herein as either a "**Party**" or cumulatively, the "**Parties.**"

RECITALS

WHEREAS, NNPII has announced and is in the process of constructing an active pharmaceutical ingredients ("API") manufacturing facility (the "API Facility") within the extra-territorial jurisdiction ("ETJ") area of Clayton;

WHEREAS, the API manufacturing process results in discharges from the API Facility which must be pretreated in order to be accepted by Clayton for final wastewater treatment;

WHEREAS, Johnston County has a substantial cluster of pharmaceutical industries within the County, many of which are located within the ETJ of Clayton and are wastewater retail customers of the Clayton;

WHEREAS, it would significantly enhance Johnston County's and Clayton's economic development and recruitment efforts focused on the pharmaceutical industry sector if there existed a regional waste water pretreatment facility ("WWPTF");

WHEREAS, a regional WWPTF would serve as an innovative, cost effective model which could have applicability for other areas of the State;

WHEREAS, Clayton has received a grant from the North Carolina Department of Commerce ("DOC") consisting of state funds appropriated in the 2015-2016 legislative session (the "DOC Grant") and a grant from the Golden Leaf Foundation ("GLF") to be used for the construction of a regional WWPTF;

WHEREAS, the N.C. General Assembly has allocated a water and sewer infrastructure grant to the Johnston County Research Training Zone Association, Inc. for a regional wastewater project through an appropriation in the amounts of Three Million Dollars (\$3,000,000.00) in fiscal year 2017-2018 and Two Million Dollars (\$2,000,000.00) in fiscal year 2018-2019 to the Division of Water Infrastructure of the Department of Environmental Quality (the "DEQ Grants");

WHEREAS, in recognition of the supportive approach Clayton and Johnston County have taken through the years to facilitate the growth of NNPII at its current facility within the ETJ of Clayton, NNPII is willing to cooperate in the design and construction of a facility that can serve as a regional WWPTF, and to make a charitable contribution of substantial value to Clayton by donating the WWPTF to Clayton (subject to certain payments of funds by Clayton to NNPII, as described in Section 4.02 below, to reimburse part of NNPII's construction costs, which NNPII understands could reduce the amount of its charitable contribution), if Clayton and NNPII so agree, following the completion of the design, construction, and commissioning of the WWPTF; and

WHEREAS, the Parties desire to enter into this Agreement to set forth the terms of their cooperative efforts which may lead to the dedication of the WWPTF by NNPII as public infrastructure owned by Clayton for its use as a regional WWPTF.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is acknowledged by the Parties as to its sufficiency, the Parties agree as follows:

ARTICLE I

SITE

1.01. Site. Clayton and NNPII have identified an approximately 13.6 acre parcel located at 3798 Powhatan Road as a site which, in the opinion of both Clayton and NNPII, is of adequate size and location for either a WWPTF owned and operated by NNPII or a regional WWPTF owned and operated by Clayton (the "Site"). Exhibit A is a description of the Site.

1.02. Reserved.

1.03. Site Acquisition. Clayton will use best efforts to obtain an option for the Site and to acquire fee simple, marketable title to the Site. If Clayton cannot for any reason acquire fee simple, marketable title to the Site by October 20, 2017, either Party may terminate this Agreement without further obligation. This timeframe may be extended by agreement of NNPII, which shall not unreasonably be withheld.

1.04. Lease of Site. Within ten (10) days from the date Clayton acquires the Site or from the date of this Agreement, whichever comes last, Clayton will lease a portion of the Site to NNPII for the Construction Period (defined below), the timeframe for which may be extended with consent of Clayton and such consent shall not unreasonably withheld (the "Site Lease"). The Site Lease will encompass all portions of the Site not leased by Clayton to the YMCA, the area of which will be mutually agreed upon by the Parties. The Site Lease will have in it the following essential terms:

1. The rental payments for each year or portion of a year for calendar years 2017, 2018, and 2019 shall be one hundred dollars (\$100.00) per year.
2. At the end of the "Construction Period," defined as March 1, 2017 through the Construction Period End Date (defined below), the termination of the Site Lease shall occur as follows:
 - a. If Clayton, in its sole discretion, elects not to take the WWPTF because it is not designed and constructed in accordance with the input from Clayton (to the extent such input is in compliance with Section 2.02 below) such that it can be transferred to Clayton as a satellite facility that will be part of its publicly owned treatment works ("POTW") and operated as a regional WWPTF, then Clayton will convey fee simple, marketable title of the Site to NNPII for all documented costs related to acquisition of the Site, including but not limited to the price of the property which Clayton exchanged for the Site, not to exceed one million dollars (\$1,000,000), plus

any payment that has been paid or is due to be paid by Clayton to the YMCA pursuant to Clayton's agreement with the YMCA, not to exceed one hundred and fifty thousand dollars (\$150,000), and any costs Clayton has expended on providing oversight and input which qualify for payment by the DOC Grant funds, to the extent such costs comply with Section 3.01 below. The Site Lease shall terminate upon transfer of ownership in the Site from Clayton to NNPII. If the Parties cannot agree as to whether the WWPTF was designed and constructed in accordance with the input from Clayton (to the extent such input is in compliance with Section 2.02 below) such that it can be transferred to Clayton as a satellite facility that will be part of its POTW and operated as a regional WWPTF, the Parties will agree to an independent consulting engineering firm with experience in the design and construction of such facilities to evaluate and provide an opinion as to whether the WWPTF was designed and constructed materially in accordance with the input from Clayton. The consulting engineering firm shall be one which has not previously been involved in any way with the design and construction of the WWPTF. The determination of the consulting engineer shall be binding on the Parties as to the execution of the terms of this Agreement. Each Party shall pay fifty percent (50%) of the fees and expenses of the consulting engineering firm.

- b. If Clayton elects not to take the WWPTF for reasons other than it is not designed and constructed in accordance with the input from Clayton in a manner such that it can be transferred to Clayton as a satellite facility that will be part of its POTW and operated as a regional WWPTF (to the extent such input is in compliance with Section 2.02 below), then Clayton will convey to NNPII fee simple, marketable title of the Subdivided Property, as that term is defined in Section 1.05, for fair market value. Fair market value shall be determined by an independent, third-party appraiser mutually agreed on by the Parties. When determining the fair market value of the Subdivided Property, the two (2) tracts of land on Powhatan Rd. previously transferred by NNPII to Clayton (discussed in greater detail in Section 1.05) shall not be considered. In the alternative, NNPII may provide notice to Clayton that it elects to purchase the entire Site for payment of one million dollars (\$1,000,000). The payment will be made by NNPII over a five-year period with no interest charged. The Site Lease shall terminate upon transfer of ownership in the Site from Clayton to NNPII. Any payment due to the YMCA shall not be charged to NNPII and will be the responsibility of Clayton. Any reimbursement of DOC funds shall not be charged to NNPII and will be the responsibility of Clayton.
- c. If NNPII does not offer to donate the WWPTF to Clayton, then the Site Lease shall terminate and NNPII shall purchase the Site for all documented costs related to acquisition of the Site, including but not limited to the price of the property which Clayton exchanged for the Site, not to exceed one million dollars (\$1,000,000), plus any payment that has been paid or is due to be paid by Clayton to the YMCA pursuant to Clayton's agreement with the YMCA, not to exceed one hundred and fifty thousand dollars (\$150,000), and any costs Clayton has expended on providing oversight and input which qualify for payment by the DOC Grant funds, to the extent such costs comply with Section 3.01 below. The Site Lease shall terminate upon transfer of ownership in the Site from Clayton to NNPII.

- d. If NNPII offers to donate the WWPTF to Clayton and Clayton accepts, then the Site Lease shall terminate on the Construction Period End Date. So long as NNPII has a need for the wastewater pretreatment services, Clayton shall neither divest itself of any portion of the Site nor shall it utilize the Site for any other purpose that would diminish the Site's ability to accommodate future expansions of the WWPTF, either to serve NNPII's needs or any other future end-user. On the date occurring thirty (30) years after execution of this Agreement, the Parties agree to meet in good faith regarding the Parties' potential future needs of the Site, further expansions on then-unused portions of the Site, and/or the potential disposition of unused portions of the Site.

1.05. Transfer of Real Property. If the WWPTF is not ultimately transferred from NNPII to Clayton at the end of the Construction Period for reasons other than it is not designed and constructed in accordance with the input from Clayton, or if either Party determines during the Construction Period that they will not offer/accept the WWPTF, Clayton shall cause there to be a subdivision which results in a parcel consisting of the entire footprint of the WWPTF plus any amount requested by NNPII so long as the remainder of the property to be held by Clayton is not less than 5 acres (and so long as the Subdivided Property is large enough to satisfy any applicable local ordinances e.g., permeable surface requirements, setbacks, etc.), plus the two (2) tracts of land on Powhatan Rd. previously transferred by NNPII to Clayton by Non-Warranty Deed of Gift recorded in Johnston County Deed Book 4948, Page 2-4, or such land as the parties mutually agree (the "Subdivided Property"). The costs for a survey of the property in connection with the subdivision shall be divided in half between Clayton and NNPII. Clayton will deed the Subdivided Property to NNPII in accordance with Section 1.04, subsection 2. The Subdivided Property shall be transferred to NNPII subject to all easements necessary for Clayton to operate and maintain lift station(s) and other public infrastructure.

If the WWPTF is not ultimately transferred from NNPII to Clayton for any other reason besides those discussed in the paragraph above, Clayton shall convey to NNPII the two (2) tracts of land on Powhatan Rd. previously transferred by NNPII to Clayton by Non-Warranty Deed of Gift recorded in Johnston County Deed Book 4948, Page 2-4 for \$100. The two (2) tracts shall be transferred to NNPII subject to all easements necessary for Clayton to operate and maintain lift station(s) and other public infrastructure.

ARTICLE II

CONSTRUCTION OF WWPTF

2.01. Design and Construction Responsibilities. NNPII shall have sole responsibility for the design and construction of the WWPTF. However, NNPII shall not be responsible for the design and construction of any associated infrastructure or the costs thereof to the extent that such infrastructure is located fifteen (15) feet or more outside of the perimeter of the foundation of the WWPTF (which perimeter to be determined on mutual agreement of the Parties following conceptual design) or is located within the adjoining railroad right of way. Notwithstanding anything in the foregoing to the contrary, NNPII shall have no obligation related to the design or construction of the lift station(s) to be built in proximity to the WWPTF regardless of where it is located.

2.02. Design Input from Clayton. In order to maximize the opportunity for the WWPTF to be operated as a regional WWPTF, NNPII will involve representatives of Clayton in its work to design and construct the WWPTF to assure that the WWPTF is designed and constructed in a manner such that it can be transferred to Clayton as a satellite facility that will be part of its POTW and operated as a regional WWPTF.

Input, oversight and review will be sought from Clayton and its representatives on all aspects of the design of the WWPTF pursuant to the milestones and events schedule in Section 2.04. Input from Clayton as to the design of the WWPTF, including but not limited to the selection of major equipment components, redundancy, expandability and sharing of common components, as well as user specifications and requirements if reasonably known, shall be provided to NNPII by Clayton as soon as such information is available so the input can be incorporated. NNPII will accept and integrate Clayton's input into the design and construction of the WWPTF to the extent that such input (i) relates to Clayton's ability to accept the WWPTF as a satellite facility that will be part of its POTW (i.e., the WWPTF's capability to meet applicable discharge limits) and operated as a regional WWPTF, (ii) will not limit or negatively impact the suitability and functionality of the WWPTF to serve the needs of NNPII, (iii) will not extend the Construction Period beyond the end of the third quarter of 2019, (iv) and does not change design previously approved by Clayton.

Before requesting comment on the Design-Build RFQ documentation, NNPII will provide to Clayton a milestone schedule which will set forth firm dates by which NNPII will present to Clayton designated phases of design information for the WWPTF (the "Milestone Schedule"). The purpose of the Milestone Schedule is to allow Clayton and its consulting engineers the ability to schedule time periods to review the designated phases of design information and to respond to NNPII with comments as expeditiously as possible. When NNPII provides the designated phases of design information to Clayton, Clayton will respond to NNPII with comments on the design information provided no later than the following time periods:

1. If NNPII provides the designated phases of design information to Clayton on or before the date listed in the Milestone Schedule, then Clayton will respond to NNPII no later than ten (10) business days from the corresponding date listed in the Milestone Schedule.
2. If NNPII provides the designated phases of design information to Clayton after the date listed in the Milestone Schedule, then Clayton will respond to NNPII no later than fifteen (15) business days from the date on which that phase of design information is provided to Clayton.

To facilitate Clayton's review of design information in an expeditious manner, the Parties will agree on a protocol (which is hereby incorporated by reference into this Agreement) which will include, but not be limited to, the following terms:

1. A process by which NNPII will keep Clayton informed on an on-going basis of its progress in developing the design information for each phase of the design process and the projected delivery date for that phase of design information to Clayton;
2. The dedication of a representative of NNPII to be available on an on-call basis or to sit with Clayton and its consulting engineer to answer any questions Clayton or its consulting engineers may have during the Clayton's review of any phase of design information; and

3. The process or form by which Clayton will raise any comments that arise from its review.

If for any reason, Clayton fails to respond to NNPII with comments on any phase of design information within the time lines indicated above, Clayton's review of that phase of design information will be deemed to have been completed.

Clayton shall provide review, comment and approval of the IFC drawings, the final equipment list, and any change post- IFC approval that deviates from previously agreed upon design.

2.03. Construction Oversight. Clayton and its representatives will be allowed access to the Site during the Construction Period, to the extent that such access is consistent with the status of construction activities and safety considerations, as well as have access to all operating specifications, equipment specifications, piping and instrumentation drawings, and construction phase documentation. Site access shall be coordinated with the representative of NNPII who is designated as that company's primary contact for Clayton ("NNPII's Primary Contact"). Additionally, Clayton will designate a representative to serve as NNPII's primary contact ("Clayton's Primary Contact"). NNPII shall provide Clayton with a monthly executive summary outlining the status and progress of construction.

Upon conclusion of the Construction Period, NNPII shall, upon request, provide Clayton with a copy of all documents in NNPII's possession related to the construction of the WWPTF that are necessary or helpful for the operation or maintenance of the WWPTF, as described in the request for quotation ("RFQ") for the design-build contract, including but not limited to as-built drawings.

All documents and other information provided by NNPII to Clayton during the Construction Period pursuant to this section or any other terms of this Agreement, regarding the design and construction of the WWPTF shall be marked confidential and shall be considered to be confidential trade secrets of NNPII as provided by the terms of G.S. § 132-1.2. Upon receipt of a request for such information, Clayton will promptly inform NNPII and provide reasonable time for NNPII to notify Clayton whether NNPII believes the information requested continues to be protected from disclosure. By designating such information as protected, NNPII agrees to defend, indemnify and hold harmless Clayton, its officer and employees from every claim, demand, loss expense, cost, damage or injury resulting from any third party bringing an action under Chapter 132 of the General Statute relating to NNPII's request that such information continue to be protected from disclosure. NNPII shall have the right to control the defense of such a claim, including the selection of counsel, and shall be granted all such rights necessary to do so. Clayton agrees to maintain the confidentiality of the protected information during the pendency of any such action consistent with its statute obligations and the commitments undertaken herein.

Additionally, Clayton agrees that it will restrict its employees' access to documents and information provided by NNPII to Clayton on a "need to know" basis. Clayton shall ensure that any third parties with whom they share such documents and information are bound by confidentiality obligations that are at least equal to the obligations contained in Exhibit B in this Agreement.

2.04. Regular Consultations. Clayton's Primary Contact and NNPII's Primary Contact will consult, at a minimum, prior to the following milestones/events occurring:

- BOD (including technology selection) and conceptual 30% design
- Design-build RFQ documentation being finalized
- 60% and 90% design (including equipment list finalization)
- IFC approval
- NNPII's acceptance of any change to the finalized equipment lists
- NNPII's acceptance of any change that deviates from previously agreed upon design;
- Development of a punch list prior to close out of construction
- Close out of construction
- Performance Qualification

Clayton's Primary Contact and NNPII's Primary Contact will establish a construction progress meeting schedule, in consultation with the contractor, to assure that the terms of this Agreement are being complied with; to assure that Clayton's input is being fully considered and incorporated in the design and construction of the WWPTF (to the extent such input is in compliance with Section 2.02 above); and to resolve any issues that may have arisen in connection with the design and construction of the WWPTF. Construction progress meetings will occur at least monthly either in person or by telephone, and more frequently at the request of Clayton or NNPII.

2.05. Performance Standards. The WWPTF shall be designed and constructed to certain specifications and standards of Clayton ("Performance Standards"). Exhibit C is the Parties' agreement on the Performance Standards for the WWPTF.

2.06 Performance Qualification. The purpose of Performance Qualification is to verify that the WWPTF operates as expected based on the Performance Standards. Exhibit D is the Parties' agreement on what constitutes Performance Qualification of the WWPTF.

2.07 Government Authorizations. The Parties agree to cooperate fully on any required permits. Furthermore, the Parties acknowledge the WWPTF may require permits not contemplated in this Agreement and agree to cooperate fully on all such permits.

1. The Parties recognize one or more permits may be required by the North Carolina Department of Environmental Quality (DEQ) for the WWPTF to be able to be transferred to Clayton and to become part of the POTW at the end of the Construction Period, if NNPII elects to transfer the WWPTF and Clayton elects to take the WWPTF. If required, Clayton will cooperate fully in the submission of an application for an "Environmental Authorization to Construct" to DEQ upon confirmation from DEQ that such an authorization is required. NNPII shall cooperate fully in the preparation of the application and in the DEQ review process, including but not limited addressing comments raised by DEQ in the design and construction of the WWPTF.

2. The WWPTF requires major site plan approval, as provided for in Section 155.707 of Clayton's Unified Development Code, and building permits. Clayton agrees to expedite the review of the site plan and building permits, to the extent practicable.

ARTICLE III

COSTS INCURRED BY CLAYTON

3.01. Costs Incurred by Clayton. Clayton will incur costs for providing input and oversight of the design and construction of the WWPTF, including but not limited to costs for engineering consultation and project management, legal/contract review, construction permitting reviews, and oversight of NNPII's testing and commissioning of the WWPTF. Such costs shall be limited to those costs associated with engaging third party consultants and legal counsel to support activities that are directly related to the design and construction of the WWPTF, and will not include costs related to other purposes unless mutually agreed upon by Clayton and NNPII. The costs incurred by Clayton and reimbursed to it from appropriated funds shall not exceed the amount of one million dollars (\$1,000,000) without prior written approval from NNPII. If NNPII does not approve of costs incurred by Clayton in excess of \$1,000,000 being reimbursed from appropriated funds held by the North Carolina Department of Commerce, Clayton may, in its sole discretion, incur those additional costs, but those additional costs will not be reimbursed from any appropriated funds or NNPII and the decision by NNPII to not approve the reimbursement of those additional costs shall not be the sole basis for Clayton to refuse acceptance of the WWPTF in accordance with Section 1.04.2.a. of this Agreement.

3.02. Payment of Costs Incurred. Clayton has entered into an agreement with the DOC to receive disbursements during the Construction Period from a Six Million Dollar (\$6,000,000.00) appropriation from the fiscal year 2016-2017 state budget. Those disbursements will be utilized solely to pay for the costs incurred by Clayton as set forth in Section 3.01 above.

3.03. Reimbursement of Appropriated Funds. The agreement between Clayton and the DOC provides that, if the regional WWPTF is not owned and operated as a regional WWPTF by Clayton at the conclusion of the Construction Period, then Clayton must reimburse the DOC for all costs paid for by disbursements from the appropriated funds described in Section 3.02 above. If a reimbursement to the DOC is required, the responsibility as to the provision of funds for that reimbursement shall be allocated as follows:

1. If the WWPTF is not designed and constructed materially in accordance with the input, oversight and approval from Clayton (to the extent such input is in compliance with Section 2.02 above), NNPII will be solely responsible for providing Clayton the funds for Clayton to make the necessary reimbursements to the DOC. If the Parties cannot agree as to whether the WWPTF was designed and constructed in accordance with the input from Clayton, that dispute shall be resolved in accordance with the process outlined in Section 1.04.2.a; or
2. If the WWPTF is designed and constructed materially in accordance with the input from Clayton (to the extent such input is in compliance with Section 2.02 above), but NNPII unilaterally decides to not donate the WWPTF to Clayton at the end of the Construction Period, NNPII will be solely responsible for providing Clayton the funds for Clayton to make the necessary reimbursements to the DOC; or
3. If NNPII offers to donate the WWPTF to Clayton, but Clayton unilaterally refuses to accept the donation of the WWPTF for reasons other than the WWPTF is not materially designed and constructed in accordance with the input from Clayton (to the extent such

input is in compliance with Section 2.02 above), NNPII will have no responsibility for providing any funds to Clayton to make the necessary reimbursements to the DOC.

If during the Construction Period NNPII determines it will not offer to donate the WWPTF to Clayton, or Clayton determines that it will not accept the WWPTF, the determining party shall notify the other party within ten (10) business days of making such a determination. Upon notice of a determination under this section, Clayton shall cease to incur any further costs for input, oversight review, or approval of the design and construction of the WWPTF. Clayton shall provide NNPII documentation of all costs reimbursed by DOC within thirty (30) days of notice pursuant to the foregoing sentence. NNPII will be solely responsible for providing Clayton the funds for Clayton to make any necessary reimbursement to the DOC if during the Construction Period NNPII determines it will not offer to donate the WWPTF to Clayton, or Clayton determines that a decision by NNPII has resulted in the WWPTF not being designed and constructed materially in accordance with the input from Clayton (to the extent such input is in compliance with Section 2.02 above). If the Parties disagree as to whether the WWPTF was designed and constructed in accordance with the input from Clayton, the determination shall be made in accordance with the procedure outlined in 1.04.2.a. If Clayton determines that it will not accept the donation of the WWPTF for reasons other than the WWPTF is not designed and constructed materially in accordance with the input from Clayton (to the extent such input is in compliance with Section 2.02 above), NNPII will have no responsibility for providing any funds to Clayton to make the necessary reimbursements to the DOC. In the event either Party determines during the Construction Period that they will not offer or accept the WWPTF, the Site Lease will be terminated upon transfer of ownership of the Site from Clayton to NNPII.

3.04. Confirmation of Costs Reimbursed Clayton's Primary Contact will provide to NNPII's Primary Contact documentation of all costs submitted for reimbursement pursuant to the DOC Grant upon request. If the Parties disagree as to the reasonableness of a cost included for reimbursement, they will consult in good faith to resolve any issues which may exist. Clayton has the final authority to determine costs submitted for reimbursement under the DOC Grant, to the extent such costs are consistent with Section 3.01 above. Clayton will provide to NNPII proof of payment of each invoice upon request by NNPII.

ARTICLE IV

CONVEYANCE OF WASTE WATER PRETREATMENT FACILITY TO CLAYTON

4.01. Completion of Construction Period. The construction of the WWPTF and the end of the Construction Period will be deemed to have occurred when the construction is completed, the WWPTF has been commissioned, as outlined in Exhibit C and a final sign off has been agreed to by NNPII and Clayton (the "Construction Period End Date"). It is the mutual intent of the Parties that the Construction Period End Date and the donation of the WWPTF to Clayton will occur on or before August 1, 2019. If Clayton and NNPII so agree, the WWPTF will be donated by NNPII to Clayton on the Construction Period End Date. The Construction Period End Date does not represent or affect the time period for meeting the Performance Standards, as outlined in Exhibit D, the Performance Qualification as outlined in Exhibit E, or the warranty period as addressed in Section 4.06.

4.02. Reimbursement of Construction Costs. Within thirty (30) days after the Construction Period End Date, NNPII will provide to Clayton an accounting of all construction costs related to the WWPTF, up to the amount of available grant and appropriated funds, and copies of all documents necessary to confirm those costs. Upon receipt of that documentation, Clayton will undertake immediate and expeditious steps to obtain all grants and appropriated funds which are available to reimburse a portion of the construction costs of the WWPTF. These grants and appropriated funds include the following:

1. A Six Million Dollar (\$6,000,000.00) appropriation from the N.C. General Assembly to the DOC in fiscal year 2016 – 2017, designated for use in the construction costs of public infrastructure, including a regional WWPTF, and which is the subject of the DOC Grant;
2. A Four Million Dollar (\$4,000,000.00) grant from the GLF that has been committed by Clayton for the costs of the regional WWPTF; and
3. Any and all other grants (state or federal) or appropriations (state or federal) that are available to Clayton or Johnston County to reimburse a portion of the construction costs for the WWPTF.

All of those funds, less any amounts paid to Clayton out of the Six Million Dollar (\$6,000,000.00) DOC Grant to reimburse costs incurred by Clayton pursuant to Article III above, will be paid to NNPII to reimburse a portion of the construction costs of the WWPTF within thirty (30) days of receipt of such funds from the granting entity. If the funds described above are not paid to Clayton by DOC or the GLF, Clayton will use best efforts to assist NNPII to resolve the issue(s) resulting in the funds not being available. However, Clayton has no obligation to allocate funds or make any payments to NNPII other than described in this paragraph. Additionally, to the extent necessary and feasible, Clayton will support the use of the DEQ Grants for the reimbursement NNPII's construction costs of the WWPTF.

4.03. Charitable Donation to Clayton. If NNPII offers and Clayton elects to accept, NNPII will convey to Clayton full title and all rights to the WWPTF. The Parties intend that the value of the WWPTF that exceeds any return benefit NNPII receives from Clayton (e.g., the value attributable to additional costs incurred by NNPII in the construction of the WWPTF, above the amount paid to NNPII in accordance with Section 4.02 above), shall be considered to be a charitable donation in that amount from NNPII to Clayton.

4.04. No Liens/Encumbrances. NNPII will not allow any liens or encumbrances to be placed on the Site or the WWPTF that did not already exist on the Site at the time of the Site Lease. NNPII will donate the WWPTF to Clayton as described in Section 4.03 above free of any liens or encumbrances. Likewise, in the event that Clayton does not accept the WWPTF or NNPII does not offer to convey the WWPTF to Clayton, the Site will be free of any liens or encumbrances.

4.05. Clean Site. Upon completion of construction, and upon Clayton's confirmation of its intent to accept NNPII's offer to transfer the WWPTF, NNPII will cause Clayton to receive certification that there has been no environmental contamination or hazardous waste spills on the Site during construction or that all such spills have been remediated.

4.06. Warranty. NNPII will assure that, as relevant, all contractors and subcontractors contracting with NNPII after execution of this Agreement and providing services related to the design and construction of the WWPTF provide warranties on the goods and services provided, to the extent commercially available. Clayton will be a named third party beneficiary in all design and construction contracts occurring after the execution of this Agreement such that in the event Clayton accepts the WWPTF, Clayton will have the right to enforce the contract, including but not limited to the warranty provisions. NNPII shall not be responsible for any warranties or performance guarantees to Clayton beyond or in addition to the warranties received from contractors and subcontractors and the responsibilities and guarantees outlined in Sections 2.05 and 2.06, including the related Exhibits, above. NNPII's obligations to Clayton under this Agreement, including all obligations under this Section 4.06 and Sections 2.05 and 2.06, are subject to Clayton's commercially reasonable operation of the WWPTF in accordance with the O&M manual provided to Clayton at transfer of the WWPTF from NNPII to Clayton, and shall cease upon the earlier of (a) NNPII satisfying Performance Qualification, or (b) two (2) years from the date on which ownership of the WWPTF is transferred from NNPII to Clayton. Prior to the time NNPII's obligations would cease, Clayton will engage an independent third-party consultant to update the analysis described in Section 5.01 and recommend a reasonable level of reserves.

ARTICLE V

SERVICES AGREEMENT

5.01. Services Agreement. The Parties shall negotiate in good faith to reach agreement as to the terms of a services agreement pursuant to which Clayton will operate and maintain the WWPTF as a regional facility and for the use and benefit of NNPII. The full terms of this services agreement are to be determined and agreed upon during the Construction Period. The rates, fees, charges, and penalties established for the use of or the services furnished by the WWPTF shall be consistent with N.C.G.S. 160A-314, as amended. The fees, rates and charges for services shall not include any amounts attributable to the capital costs incurred by NNPII for the design and construction of the WWPTF. Clayton's cost for input and oversight of the design and construction of the WWPTF (including but not limited to Clayton's costs outlined in Section 3.01), and costs related to expansions of and/or additional work to the WWPTF to accommodate future users of the WWPTF other than NNPII including any capital costs related to the connection of another user to the WWPTF. Clayton will provide to NNPII transparent information regarding its calculation of fees, rates or charges for services at the WWPTF.

There shall be a base fee, rate or charge to NNPII which shall be sufficient to cover all on-going costs of operating portions of the WWPTF which serve NNPII, routine on-going maintenance of those portions of the WWPTF, and the amortization over a twenty (20) year period of the costs incurred by Clayton in acquiring the Site. After the cost of acquiring the Site has been fully amortized, the base rate will be reduced to no longer reflect this amount. There shall also be a reasonable reserve level to be determined before the time of transfer of the WWPTF to Clayton, which may be established through a reserve charge or lump sum payments, which NNPII may choose to make from time to time in its sole discretion. The base fee, rate or charge and the reserve level shall be initially established and periodically adjusted based on the analysis of an independent third-party consultant. Upon request of NNPII, Clayton shall provide a copy of the third party consultant's analysis and its underlying data to NNPII. The base fee, rate or charge and the reserve level shall be periodically adjusted based on the analysis of an independent third-party consultant.

Clayton shall engage a consultant at least every four years, or more frequently at the discretion of Clayton, to prepare and update the long-term capital improvement plan for the WWPTF and to prepare an analysis of the base fee, rate or charge and the reasonable reserves for the WWPTF. The WWPTF will be maintained as a separate fund. Upon the addition of another end user to the WWPTF, Clayton will engage the third party consultant discussed above and analyze and discuss with Clayton and NNPII in good faith the feasibility of segregating the reserve funds of the multiple users and the allocation of those reserve funds to portions of the WWPTF supporting that end user's specific needs.

It is understood and agreed to by the Parties that the full terms of the services agreement must be negotiated and agreed to by the Parties, after a full rate study is conducted by Clayton. However, the above principles as to the fees, rates and charges and the reserve level applicable to NNPII shall be reflected in that services agreement.

5.02 Non-Interruption of Service. The services agreement shall contain mutually agreed upon terms which provide for any planned interruption or curtailment due to the connection of new users to the regional WWPTF.

5.03. No Agreement. If Clayton and NNPII fail to reach agreement on all of the terms of a services agreement, NNPII will retain ownership of the WWPTF to operate subject to an Industrial User Permit from Clayton. If NNPII elects not to offer the WWPTF to Clayton because it is not in agreement with proposed terms of the services agreement, and the services agreement is in accordance with the terms of this Article V, NNPII will be responsible for reimbursement of any costs expended by Clayton during the Construction Period which Clayton is obligated to return to DOC.

ARTICLE VI

CONTINUING CONTRACT

It is understood and agreed to by the parties that this Agreement is a continuing contract as defined by North Carolina General Statute § 160A-17, and as such creates a binding obligation on the part of Clayton to make future appropriations to meet Clayton's obligations under this Agreement.

ARTICLE VII

TEMPORARY REDUCTIONS IN PERFORMANCE COMMITMENTS

Notwithstanding anything herein to the contrary, if NNPII or Clayton shall be prevented or delayed from fulfilling, or continuing to fulfill, any term of this Agreement, by reason of a:

1. Government moratorium;
2. Delay in obtaining any governmental or quasi-governmental approvals, permits or certificates, despite reasonable efforts by the affected Party to obtain same;
3. Enemy or hostile governmental or terrorist action;

4. Act of God, including but not limited to hurricane, tornado, snowstorm, windstorm, earthquake or flood, fire or other extreme weather conditions or other casualty;

5. Strike, lockout or a labor dispute involving entities other than NNPII which causes an inability to obtain labor or materials;

6. Delay in funding from any state or local government grant or appropriation;
or;

7. Any other event, other than normal business exigencies, which is beyond the reasonable control of the affected Party;

then the affected commitment in the Agreement for the year(s) in which such event occurred shall be equitably reduced to reflect the effect of such event.

ARTICLE VIII

ASSIGNMENTS

No Party shall sell or assign any interest in or obligation under this Agreement without the prior express written consent of all the other Parties, such consent will not be unreasonably withheld. Provided, however, that this Agreement may be assigned by NNPII to any wholly owned subsidiary of Novo Nordisk A/S, with notice to Clayton.

ARTICLE IX

RULES OF CONSTRUCTION

Unless the context otherwise indicates:

1. Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and neuter genders as well;

2. All references to Articles, Sections or Exhibits are references to Articles, Sections and Exhibits of this Agreement; and

3. The headings herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meanings, construction or effect.

ARTICLE X

MISCELLANEOUS

10.01 Governing Law. The parties intend that this Agreement shall be governed by the law of the State of North Carolina.

10.02 Notices.

1. Any communication required or permitted by this Agreement must be in writing except as expressly provided otherwise in this Agreement

2. Any communication shall be sufficiently given and deemed given when delivered by hand or five days after being mailed by first-class mail, postage prepaid, and addressed as follows:

(a) If to NNPII, to:

Novo Nordisk Pharmaceutical Industries, Inc.
3612 Powhatan Rd.
Clayton, NC 27527
Attn: Director Site Support

With copies to:

galo@novonordisk.com
rcmy@novonordisk.com

(b) If to Clayton, to:

Town of Clayton
PO Box 879
Clayton, NC 27528
Attn: Town Manager

With copies to:

tsimpson@townofclaytonnc.org
katherineross@parkerpoe.com

3. Any addressee may designate additional or different addresses for communications by notice given under this Section to the other Party.

10.03 Non-Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right shall not be a business day, such payment shall be made or act performed or right exercised on or before the next preceding business day.

10.04 Severability. If any provision of this Agreement shall be determined to be unenforceable, that shall not affect any other provision of this Agreement.

10.05 Entire Agreement; Amendments. This Agreement, including Exhibits A through D attached, which are incorporated herein and made a part hereof, as well as any other documents that are incorporated by reference, constitutes the entire contract between the parties, and this Agreement shall not be changed except in writing signed by all the parties.

10.06 Binding Effect. Subject to the specific provisions of this Agreement, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

10.07 Time. Time is of the essence in this Agreement and each and all of its provisions.

10.08 Liability of Officers and Agents. No officer, agent or employee of Clayton or NNPII shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

10.09 Counterparts. This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.

(Rest of page intentionally left blank)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

[SEAL]

**NOVO NORDISK PHARMACEUTICAL
INDUSTRIES, INC.**

By _____

[SEAL]

TOWN OF CLAYTON, NORTH CAROLINA

ATTEST:

By _____

Secretary

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

Name:
Finance Officer, Clayton, North Carolina,
North Carolina

Exhibits

- A - Site description
- B - Confidentiality Agreement
- C - Commissioning
- D - Performance Standards
- E - Performance Qualification

Agreement Concerning a Regional Wastewater
Pretreatment Facility by and Between
Novo Nordisk Pharmaceutical Industries, Inc. and the
Town of Clayton, North Carolina

EXHIBIT A

SITE DESCRIPTION

(To be inserted)

DRAFT

PPAB 3856092v1

Agreement Concerning a Regional Wastewater
Pretreatment Facility by and Between
Novo Nordisk Pharmaceutical Industries, Inc. and the
Town of Clayton, North Carolina

EXHIBIT B

CONFIDENTIALITY AGREEMENT

(To be inserted)

DRAFT

PPAB 3856092v1

EXHIBIT C

COMMISSIONING

Commissioning will be required once critical process components for the WWPTF are in place and the Testing Conditions, as described below, are met. Commissioning will consist of Functional Tests, which, in the presence of the Town, demonstrate that a Unit Process and the WWPTF operates in the prescribed manner, and will be performed with clean water.

DEFINITIONS

- WWPTF: The entire project, or an agreed-upon portion, including all of its Unit Processes Unit Process: A portion of the WWPTF that performs a specific process function.
- Commissioning: A test or series of tests that, in the presence of the Town, demonstrate installed equipment meets manufactures' installation, calibration and adjustment requirements and other requirements as described in the design contract documents.

COMMISSIONING - ACTIVITIES

NNPII shall develop a written Commissioning Plan to include the following:

- Step-by-step instructions for Functional Tests of each Unit Process and the complete WWPTF
- Criteria for passing Functional Tests
- Unit Process Functional Test Form, including but not limited to:
 - Description of the Unit Process, including equipment numbers and nomenclature of each item of equipment and all included devices
 - Detailed procedure for testing of the Unit Process, including valves to be opened/closed, order of equipment startup/testing, etc.
 - Testing requirements for each Unit Process, including water, power, chemical, etc.
 - Space for evaluation comments
- WWPTF Functional Demonstration/Certification Form to minimally include the following:
 - Description of the Unit Process
 - Sequencing of the Unit Process
 - Description of computerized operations, if any, included in the Unit Process
 - Contractor certification WWPTF is capable of performing its intended function(s) included fully automatic operation
 - Signature spaces for Contractor and Engineer
- Specific measurements to be made, calibration methods, sampling protocols and proposed usage of permanent and temporary instrumentation during testing

- Organization of the Test Team including responsibilities, authority, communications and decision making protocols
- Response procedures for unsuccessful test results
- Contingency plans for equipment failures, unsatisfactory test results and unanticipated interruptions
- Testing schedule

NNPII shall submit to the Town the written Commissioning Plan at least 45 days prior to the proposed Commissioning commencement date for review and comment by the Town. The Town shall provide comments on the Commissioning Plan within 30 days of receipt. The Commissioning Plan shall not be considered approved until all of the Town's comments are resolved. The Town's approval shall not be unreasonably withheld if NNPII makes every effort to provide expeditious response to all comments.

During all Functional Tests, NNPII will operate all systems under normal operating conditions to the extent possible, including, but not limited to, routine equipment operation, maintenance services and chemicals and electricity usage.

NNPII shall staff the WWPTF during Commissioning. All labor, materials, equipment, chemicals, fuels, sampling, laboratory testing and other services required to perform the Commissioning shall be supplied by NNPII at no cost to the Town.

Should Functional Tests of the WWPTF be deemed unsatisfactory by the Town at any time during the Commissioning, the equipment or applicable portion of the WWPTF that fails to satisfy the Commissioning Plan will be shut down and the test trial terminated until the situation is resolved.

The Facility will be deemed to have passed the Commissioning if the results comply with the criteria specified in the Commissioning Plan.

COMMISSIONING — TESTING CONDITIONS

Commissioning may commence when:

- The Commissioning Plan, as defined above, has been approved by the Town;
- All permits required by the WWPTF have been obtained by NNPII and confirmed by the Town;
- All required supplies for complete operation have been delivered and are in place; and
- All testing equipment and instrumentation has been calibrated and/or certified to ensure proper operation.

COMMISSIONING - TESTING-PROCEDURES

Commissioning shall be conducted in accordance with the Commissioning Plan. Functional Tests shall be conducted and must demonstrate the individual process equipment's ability to operate over the full range of their respective designs conditions.

COMMISSIONING - TESTING-REPORTING

A comprehensive Commissioning Report shall be prepared and five (5) copies submitted by NNPII to the Town within 30 days after the completion of Commissioning. The Commissioning Report shall include, but not be limited to, the following:

- A certification stating that testing was conducted in accordance with the approved Commissioning Plan;
- All required data measured and recorded during the test(s) including all laboratory analyses;
- Record of equipment outages, failures, repairs and preventative maintenance;
- Summary of test results and conclusive evidence of compliance with all test requirements
- Any other data reasonably requested by the Town to be included in such reports

The Commissioning Report shall include copies of the original data sheets, log sheets, and all calculations used to determine performance during the Commissioning and copies of laboratory reports/results conducted in conjunction with Commissioning.

Agreement Concerning a Regional Wastewater
Pretreatment Facility by and Between
Novo Nordisk Pharmaceutical Industries, Inc. and the
Town of Clayton, North Carolina

EXHIBIT D

PERFORMANCE STANDARDS

NNPII shall be responsible for design and construction of a WWPTF that meets all permit, regulatory, and Town (including applicable Johnston County requirements applied to the Town) relating to the Facility's effluent, odor production and biosolids quality as provided below. Throughout this Exhibit references to NNPII and the Town shall be inclusive of their respective agents.

Effluent Performance Standards

The Facility Effluent Performance Standards shall consist of all conditions, standards, and provisions contained in Applicable Law and as listed in Table 1.

Table 1 Facility Effluent Standards

<u>Parameter</u>	<u>mg/l</u>
BOD ₅	250
COD	500
TSS	150
Fats, Oils and Greases	100
TDS	1000
Total Nitrogen	20
Arsenic	0.003
Cadmium	0.003
Copper	0.061
Cyanide	0.015
Lead	0.049
Mercury	0.0003
Nickel	0.021
Silver	0.005
Chromium (total)	0.05
Zinc	0.175
Ammonia	20
Total Phosphorus	8

Odor Control Standards

The Odor Control Standards are comprised of fence line and equipment components. In general, the design and construction of the WWPTF shall minimize off-site impacts in an effort to minimize complaints by the public. The WWPTF shall be designed and constructed to meet the specific requirements listed below.

Fence Line Odor Standard

Impacts not to exceed 7 D/T more than 1% of the time based on hour averaging

Equipment Component Odor Standard

Industry shall cover, capture and treat odors air sources using industry standard best practices as appropriate to the source. Industry shall use field sampling and atmospheric dispersion modeling to demonstrate compliance with the stated fence line criteria.

Dewatering and Sludge Performance Standards

The WWPTF shall be designed and constructed to include dewatering and sludge process equipment to meet the specific requirements listed below.

All sludge processing shall meet at a minimum 40 CFR Part 503, Method 9095 Paint Filter Liquid Test as described in "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods" (EPA Publication No. SW-846), and any North Carolina regulations applicable to landfill disposal of sludge.

The dewatering system shall be capable of producing 20% cake solids (minimum).

The dewatering system shall be capable of achieving 95% capture.

Full dewatering redundancy shall be provided. The dewatering system must be capable of processing solids produced at design loadings with one dewatering and conveyance and loading unit off-line.

EXHIBIT E

PERFORMANCE QUALIFICATION

Except as otherwise provided for in the Agreement, prior to NNPII being released of its obligations to Clayton, the WWPTF must demonstrate the ability to meet the Performance Standards. The WWPTF will have demonstrated its ability to meet the Performance Standards by separately operating at 75% loading in each train of the wastewater treatment process for a continuous period of 60 days while meeting effluent, biosolids and odor production Performance Standards in Exhibit C, unless this requirement is waived by Clayton in writing. Completion of this milestone shall occur following receipt of a letter or other form of written documentation provided by the engineer of record certifying that the WWPTF performs per the specified requirements. Once the foregoing milestone is satisfied, the WWPTF shall be deemed to have satisfied "Performance Qualification," as that term is used in Section 2.02. The process for determining whether Performance Qualification has been met is "Acceptance Testing." Acceptance Testing is a test or tests conducted by the WWPTF operator after the donation of the WWPTF by NNPII to Clayton that demonstrates the individual equipment and overall process meets Performance Standards described in Exhibit C. The applicability of third party warranties obtained by NNPII pursuant to Section 4.06 of the Agreement shall not be impacted by the occurrence of Performance Qualification. Attached hereto is a timeline demonstrating the Performance Qualification process in relation to the transfer of the WWPTF from NNPII to Clayton, the funding of the reserve fund, and applicable third party warranties. The attached timeline is merely intended as a visual aid and is not intended to alter the rights and obligations of the Parties under the Agreement.

ACCEPTANCE TESTING-ACTIVITIES

The WWPTF will be designed to operate within specified parameters and in accordance with the facility specific operations manual. In order to ensure operational functionality sampling or monitoring will be performed routinely and operational parameters adjusted accordingly to ensure discharge limits are met. Prior to initiation of Acceptance Testing the WWPTF performance will be monitored and adjustments will be made to ensure proper functionality.

NNPII shall develop a written plan for carrying out Acceptance Testing (the "Acceptance Testing Plan") in accordance with the operations manual. Acceptance Testing Plans will include the following:

- Step-by-step instructions for proposed testing activities, which in the presence of the Town and NNPII if either party so requests, demonstrate and confirm that each Unit Process that is relevant to the satisfaction of the Performance Standards or the WWPTF, as applicable, meets the relevant Performance

Agreement Concerning a Regional Wastewater
Pretreatment Facility by and Between
Novo Nordisk Pharmaceutical Industries, Inc. and the
Town of Clayton, North Carolina

Standards. A "Unit Process" is a portion of the WWPTF that performs a specific process function. The specific components of the "Unit Process" portion of the WWPTF, which only relate to the treatment of the constituents defined in the influent design conditions described in the Basis of Design report, will be determined at the time of completion of 30% conceptual design phase.

- Criteria for passing Acceptance Tests, which shall be based on the Performance Standards.

During Acceptance Testing, influent monthly average, effluent monthly average, and internal process points will be regularly monitored for key parameters in order to evaluate the ability of each Unit Process and the entire WWPTF to meet the Performance Standards.

Any required samples collected shall be analyzed by an independent, State-certified laboratory selected by the Town, using laboratory analytical quality control standard procedures. Samples obtained in accordance with Performance Standard individual constituents shall be either of the grab or 24-hour composite type, as determined appropriate by the design engineer or engineer of record.

Should the testing activities results be deemed unsatisfactory at any time during the Acceptance Testing, immediate action shall be taken to ensure that the effluent does not exceed existing or interim limits, or pose a threat to human health and the environment. If remedial action is considered unlikely to satisfy this requirement the test trial shall be terminated until the above requirement is satisfied. The Town shall not be liable to NNPII for any impacts to its operations due to remedial actions or shut downs required due to unsatisfactory testing activities results.

The Facility will be deemed to have passed the Acceptance Testing if the results comply with the Performance Standards in Exhibit D.



Town Council Agenda Cover Sheet

Meeting Date

September 5, 2017 (TUESDAY)

Agenda Location

New Business

Item Title

USDA Bond Resolution

Presenter (Name & Title)

Robert McKie, Finance Director

Summary/Description

Authorize the issuance and sale of Revenue Bonds to the USDA in the aggregate amount of \$5,097,000 to retire the outstanding Revenue Bond Anticipation Note held by BB&T.

Requested Action

Approval

Additional Documents To Be Included in Agenda Packet

USDA Bond Resolution

TOWN COUNCIL
OF THE
TOWN OF CLAYTON, NORTH CAROLINA

Excerpt of Minutes
of Meeting of September 5, 2017

Present: Mayor _____ presiding, and

Councilmen: _____

Absent: _____

* * * * *

The following resolution was discussed and its title was read:

**RESOLUTION AUTHORIZING THE ISSUANCE AND
SALE OF WATER AND SEWER SYSTEM REVENUE
BONDS, SERIES 2017 OF THE TOWN OF CLAYTON,
NORTH CAROLINA IN THE AGGREGATE PRINCIPAL
AMOUNT OF \$5,097,000**

WHEREAS, the Town of Clayton, North Carolina (the "Town") acting by and through its Town Council (the "Council"), is authorized by The State and Local Government Revenue Bond Act of North Carolina, NCGS § 159-80 to issue revenue bonds and notes (the "Act"); and

WHEREAS on February 20, 2012, the Town Council for the Town adopted a bond order (the "Bond Order") entitled:

**"BOND ORDER OF THE TOWN OF CLAYTON, NORTH CAROLINA
AUTHORIZING THE ISSUANCE OF WATER AND SEWER SYSTEM
REVENUE BONDS TO PROVIDE FUNDS TO CONSTRUCT
IMPROVEMENTS TO ITS WATER AND SEWER SYSTEM,
INCLUDING CONSTRUCTION OF AN ELEVATED WATER STORAGE
TANK; PROVIDING FOR THE ISSUANCE OF ADDITIONAL
REVENUE BONDS FOR VARIOUS PURPOSES; PROVIDING FOR THE
ISSUANCE OF REVENUE BOND ANTICIPATION NOTES IN
ANTICIPATION OF THE ISSUANCE OF REVENUE BONDS;
PROVIDING FOR THE CREATION OF CERTAIN SPECIAL FUNDS;
PLEDGING TO THE PAYMENT OF THE PRINCIPAL OF AND THE
INTEREST ON THE REVENUE BONDS AND NOTES CERTAIN
REVENUES OF THE WATER AND SEWER SYSTEM; SETTING
FORTH THE RIGHTS AND REMEDIES OF HOLDERS; AND SETTING
FORTH THE DETAILS OF CERTAIN RELATED MATTERS"; and**

WHEREAS, the Council desires to provide for the issuance of two Water and Sewer System Revenue Bonds, Series 2017, one in the principal amount of \$4,826,000 and one in the amount of \$271,000 (collectively, the “2017 Bonds”) to refund \$5,097,000 Water and Sewer System Revenue Bond Anticipation Notes previously issued pursuant to such Bond Order;

NOW, THEREFORE, the Council for the Town, meeting in regular session in Clayton, North Carolina, on September 5, 2017, does the following:

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

1. The Council has determined and does hereby find and declare as follows:

(a) A Bond Order authorizing Water and Sewer System Revenue Bonds of the Town was adopted by the Council on February 20, 2012 (the “Bond Order”), which authorized the issuances of Additional Bonds and related bond anticipation notes under the Bond Order. On April 18, 2016, the Council adopted a resolution authorizing the issuance and sale of \$5,097,000 Water and Sewer System Revenue Bond Anticipation Note, Series 2016, dated April 26, 2016, maturing January 26, 2018, and bearing interest at the rate of 1.69% per annum (the “Note”), which Note was issued in anticipation of the receipt of the proceeds of the sale of a like amount of Bonds.

(b) It is necessary to issue \$5,097,000 in aggregate principal amount of the Water and Sewer System Revenue Bonds, Series 2017 (the “2017 Bonds”) at this time, all of the proceeds thereof, together with other moneys of the Town, to be applied to the payment of the outstanding Note at or before its maturity.

(c) The maximum period of usefulness of the water and sewer system improvements to be provided with the proceeds of the 2017 Bonds authorized hereby is estimated as a period of forty (40) years from September 27, 2017, the anticipated date of issuance of the 2017 Bonds, and such period expires on September 27, 2057.

2. Pursuant to the Bond Order, there shall be issued water and sewer revenue bonds in the aggregate principal amount not to exceed \$5,097,000. Such bonds shall be issued as two bonds, one in the denomination of \$4,826,000, numbered R-1, and one in the denomination of \$271,000, numbered R-2, both designated “Water and Sewer System Revenue Bond, Series 2017,” dated as of the date of delivery thereof, and maturing in the aggregate annual installments on the first day of June in the following years and in the following amounts:

Year of Maturity	Principal Amount	Year of Maturity	Principal Amount
2017-18	\$63,000.00	2037-38	121,000.00
2018-19	65,000.00	2038-39	125,000.00
2019-20	68,000.00	2039-40	129,000.00
2020-21	71,000.00	2040-41	133,000.00
2021-22	73,000.00	2041-42	137,000.00
2022-23	75,000.00	2042-43	143,000.00
2023-24	77,000.00	2043-44	147,000.00
2024-25	80,000.00	2044-45	151,000.00
2025-26	82,000.00	2045-46	156,000.00
2026-27	86,000.00	2046-47	162,000.00
2027-28	88,000.00	2047-48	167,000.00
2028-29	91,000.00	2048-49	172,000.00
2029-30	94,000.00	2049-50	177,000.00
2030-31	97,000.00	2050-51	184,000.00
2031-32	100,000.00	2051-52	189,000.00
2032-33	103,000.00	2052-53	195,000.00
2033-34	107,000.00	2053-54	202,000.00
2034-35	110,000.00	2054-55	208,000.00
2035-36	114,000.00	2055-56	215,000.00
2036-37	117,000.00	2056-57	223,000.00

and bearing interest on the unpaid part of such principal at a rate of three and one-quarter percent (3.25%) per annum until payment thereof, such interest to be payable on June 1, 2018, and annually thereafter on the first day of June of each year until paid.

The 2017 Bonds shall be sold to the United States of America, acting by and through United States Department of Agriculture, Rural Development (formerly Farmers Home Administration) ("USDA") by private sale in accordance with Sections 9 and 10 hereof. The 2017 Bonds shall not be defeased without written consent of USDA during such time as USDA shall remain the registered owner of the 2017 Bonds.

Each 2017 Bond shall bear interest from the interest payment date next preceding the date on which it is authenticated unless it is (a) authenticated upon an interest payment date in which event it shall bear interest from such interest payment date or (b) authenticated prior to the first interest payment date in which event it shall bear interest from its date; provided, however, that if at the time of authentication interest is in default, the 2017 Bonds shall bear interest from the date to which interest has been paid.

The principal of and the interest and any redemption premium on the 2017 Bonds shall be payable in any coin or currency of the United States of America which is legal tender for the payment of public and private debts on the respective dates of payment thereof.

Payment of interest on the 2017 Bonds shall be made by the Bond Registrar (hereinafter defined) on each interest payment date to the person appearing on the registration books of the Town hereinafter provided for as the registered owner of such 2017 Bonds (or the previous bond or bonds evidencing the same debt as that evidenced by such bond) at the close of business on the record date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date. During the time that USDA is the

registered owner of the 2017 Bonds, payment of the installments of principal and interest when due and payable on the 2017 Bonds shall be made at the office of such fiscal agent as USDA shall designate without presentation or surrender thereof and, during any such time as an assignee thereof is the registered owner of the 2017 Bonds, payment of the installments of principal when due and payable on the 2017 Bonds shall be made at the corporate trust office of U. S. Bank, National Association, Raleigh, North Carolina, upon the presentation and surrender thereof, and payment of the interest when due and payable on the 2017 Bonds shall be made by check mailed to such assignee at his address as it appears on the bond registration books of the Town hereinafter mentioned without the presentation or surrender thereof.

3. As long as USDA is the registered owner of the 2017 Bonds, the 2017 Bonds may be redeemed, at the option of the Town, at any time prior to the maturity of any installment of the principal thereof, either in whole or in part in the inverse order of the maturity dates of the installments of principal, from any moneys that may be made available for such purpose, at the aggregate principal amount of the installments of principal to be redeemed, together with the interest accrued thereon to the date fixed for redemption, but without any premium. During any time as an owner other than USDA is the owner of a 2017 Bond, the principal installments of any 2017 Bond maturing on or after June 1, 2027, may be redeemed in whole or in part on any date on or after June 1, 2026, from any moneys that may be made available for such purpose, at the aggregate principal amount of the installments of principal to be redeemed, together with the interest accrued thereon to the date fixed for redemption, but without any premium.

In case of a redemption of all or any part of the 2017 Bonds, a notice of redemption shall be sent by registered mail, mailed at least forty (40) days prior to the date fixed for redemption, addressed (a) during the time that USDA is the owner of the 2017 Bonds, to the Finance Office, Rural Development, United States Department of Agriculture, 1530 Market Street, St. Louis, Missouri, 63103, or to such other address as USDA may designate by registered or certified mail forwarded to the Town at least fifty (50) days prior to any redemption date, and (b) during any time as any owner other than USDA is the owner of the 2017 Bonds, to the address as it appears on the registration books of the Town hereinafter mentioned.

On the date fixed for redemption, notice having been given in the manner and under the conditions hereinabove provided, the 2017 Bonds or part thereof called for redemption shall be due and payable at the redemption price provided therefor, plus accrued interest to such date. If moneys sufficient to pay the redemption price of the 2017 Bonds or part thereof to be redeemed plus accrued interest thereon to the date fixed for redemption are held at such place as USDA may designate (or, if the 2017 Bonds shall have been assigned by USDA, at the corporate trust office of U.S. Bank National Association, Raleigh, North Carolina pursuant to Section 2 hereof) in trust for such purpose, interest on the 2017 Bonds or part thereof called for redemption shall cease to accrue, such 2017 Bonds or part thereof shall cease to be entitled to any benefits or security under this resolution or to be deemed outstanding, and the registered owners of such 2017 Bonds or part thereof shall have no rights in respect thereof except to receive payment of the redemption price thereof, plus accrued interest to the date of redemption.

In the event that an installment of principal of the 2017 Bonds shall be redeemed, the Bond Registrar shall direct the registered owner thereof to evidence such redemption by appropriate notation on the schedule attached to such 2017 Bonds for such purpose.

4. The 2017 Bonds, upon surrender thereof at the principal office or corporate trust office of the Bond Registrar, together with an assignment duly executed by the registered owner

or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar, may, at the option of the registered owner thereof, be exchanged for bonds, having maturities corresponding to the maturities of the installments of principal of such bond then unpaid, issuable in fully registered form in the denomination of \$1,000 or any integral multiple thereof and bearing interest at the same rate.

The transfer of the 2017 Bonds may be registered by the registered owner thereof only upon an execution of an assignment thereof duly executed by such registered owner or his attorney or legal representative. Notice of such assignment shall be given promptly by the assignor to the Bond Registrar by registered mail, such notice to be in such form as shall be satisfactory to the Bond Registrar, and upon receipt of such notice, such 2017 Bonds shall be registered as to both principal and interest on such registration books in the name of the assignee named in such notice.

The transfer of any bond issued in exchange for the 2017 Bonds as provided above may be registered only upon the registration books of the Town upon the surrender thereof to the Bond Registrar together with an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the Bond Registrar shall authenticate and deliver in exchange for such bond a new bond or bonds, registered in the name of the transferee, of any denomination or denominations authorized by this resolution, in an aggregate principal amount equal to the unredeemed principal amount of such bond so surrendered, of the same maturity and bearing interest at the same rate.

In all cases in which the 2017 Bonds shall be exchanged or the transfer of bonds shall be registered hereunder and a new bond or bonds are to be delivered in exchange therefor, the Bond Registrar shall authenticate and deliver at the earliest practicable time bonds in accordance with the provisions of this Resolution. All bonds surrendered in any such exchange or registration of transfer shall forthwith be canceled by the Bond Registrar. The Bond Registrar shall not be required to make any such exchange or registration of transfer of (a) any bond during a period beginning at the opening of business fifteen (15) days before the day of the mailing of a notice of redemption of bonds or any portion thereof and ending at the close of business on the day of such mailing or (b) any bond called for redemption in whole or in part pursuant to Section 3 of this resolution.

As to any bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal or redemption price of any such bond and the interest on any such bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such bond, including the redemption premium, if any, and interest thereon, to the extent of the sum or sums so paid.

The Town shall appoint such registrars, transfer agents, depositaries or other agents as may be necessary for the registration, registration of transfer and exchange of bonds within a reasonable time according to then current commercial standards and for the timely payment of installments of principal and interest with respect to the 2017 Bonds. The Finance Director of the Town is hereby appointed the registrar, transfer agent and paying agent (the "Bond Registrar") for the 2017 Bonds, subject to the right of the governing body of the Town to appoint another Bond Registrar, and as such shall keep at his office the books of the Town for the registration,

registration of transfer, exchange and payment of the 2017 Bonds as provided in this resolution; provided, however, that, in the event that the bond registered in the name of USDA is assigned, the paying agent with respect to such bond shall be U. S. Bank National Association, Raleigh, North Carolina.

5. The 2017 Bonds shall bear the manual or facsimile signatures of the Mayor or Mayor Pro-Tem, Town Manager, Finance Director, or any of them, and the Clerk of the Town, and the official seal or a facsimile of the official seal of the Town shall be impressed or imprinted, as the case may be, on the 2017 Bonds.

The certificate of the Local Government Commission of North Carolina to be endorsed on the 2017 Bonds shall bear the manual or facsimile signature of the Secretary of the Commission, and the certificate of authentication of the Bond Registrar to be endorsed on the bonds shall be executed as provided hereinafter.

In case any officer of the Town or the Local Government Commission of North Carolina whose manual or facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of such 2017 Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office until such delivery, and the 2017 Bonds may bear the manual or facsimile signatures of such persons as at the actual time of the execution of such 2017 Bonds shall be the proper officers to sign such 2017 Bonds although at the date of such bond such persons may not have been such officers.

6. No bond shall be valid or become obligatory for any purpose or be entitled to any benefit or security under this resolution until it shall have been manually authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed thereon.

7. The 2017 Bonds and the endorsements thereon shall be in the form attached hereto as Exhibit A.

8. The Town covenants that, to the extent permitted by the Constitution and laws of the State of North Carolina, it will comply with the requirements of the Internal Revenue Code of 1986, as amended or as may be amended from time to time (the "Code"), and any Treasury regulations now or hereafter promulgated thereunder, to the extent necessary so that interest on the 2017 Bonds will not be included in gross income of the owners of the 2017 Bonds for purposes of federal income tax.

9. The Local Government Commission of North Carolina is hereby requested to sell the 2017 Bonds at private sale pursuant to G.S. 159-123 to USDA, subject to the approval of the Town Council; provided, however, that the purchase price of the 2017 Bonds is at least \$5,097,000, and that the maximum interest rate does not exceed 3.50% per annum.

10. Any of the Mayor, Town Manager or Finance Director is hereby authorized to approve the purchase price, the rate of interest, the closing date and the amortization schedule for the 2017 Bonds in connection with the private sale of the 2017 Bonds to the USDA, so long as such closing date does not extend beyond the maturity date for the Note, subject to the provisions of Section 9 of this resolution.

11. Each of the Mayor, the Town Manager, the Finance Director and the Clerk, and other appropriate officers of the Town, is hereby authorized and directed to execute and deliver any and all papers, instruments, agreements, tax certificates, opinions, certificates, affidavits and

other documents, and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution, the 2017 Bonds and the payment of the Note.

12. This resolution shall take effect upon its passage.

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

Ayes: Councilmember _____

Nays: Councilmember _____

Not voting: Councilmember _____

* * * * *

I, Kimberly Moffett, Clerk for the Town of Clayton, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and complete copy of a resolution adopted by the Town Council of the Town at a regular meeting duly called and held on September 5, 2017, and that the proceedings of such meeting are recorded in the Minutes of the Town. Pursuant to G.S. § 143-318.12, a current copy of a schedule of regular meetings of the Town Council of the Town is on file in my office.

WITNESS my hand and the official seal of the Town this ____ day of September, 2017.

Clerk

EXHIBIT A

FORM OF SERIES 2017 BOND

No. [R-1][R-2]

[\$4,286,000][271,000]

REGISTERED BOND WITHOUT COUPONS

(Registered as to both principal and interest)

United States of America
State of North Carolina

TOWN OF CLAYTON, NORTH CAROLINA
WATER AND SEWER SYSTEM REVENUE BOND, SERIES 2017

The Town of Clayton, North Carolina (the "Town"), a municipal corporation duly organized and validly existing under the laws of the State of North Carolina, is justly indebted and for value received hereby promises to pay to the

UNITED STATES OF AMERICA
UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT

or registered assigns or legal representative the principal sum of

[FOUR MILLION EIGHT HUNDRED TWENTY-SIX THOUSAND][TWO
HUNDRED SEVENTY-ONE] AND NO/100 DOLLARS

in annual installments on the 1st day of June in the following years and amounts:

Year of Maturity	Principal Amount	Year of Maturity	Principal Amount
2017-18		2037-38	
2018-19		2038-39	
2019-20		2039-40	
2020-21		2040-41	
2021-22		2041-42	
2022-23		2042-43	
2023-24		2043-44	
2024-25		2044-45	
2025-26		2045-46	
2026-27		2046-47	
2027-28		2047-48	
2028-29		2048-49	
2029-30		2049-50	
2030-31		2050-51	
2031-32		2051-52	
2032-33		2052-53	
2033-34		2053-54	
2034-35		2054-55	
2035-36		2055-56	
2036-37		2056-57	

and to pay interest from the date hereof on the unpaid part of such principal sum at the rate of three and one quarter of one percent (3.25%) per annum until payment thereof, such interest to be payable on June 1, 2018, and annually thereafter on the first day of June of each year until paid. The interest so payable on any such interest payment date will be paid to the person in whose name this Bond is registered at the close of business on the record date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date. Both the principal of and the interest on this Bond are payable in any coin or currency of the United States of America which, at the respective date of payment thereof, is legal tender for the payment of public and private debts.

During the time that the United States of America is the registered owner of this Bond, payment of the installments of principal and interest when due and payable on this Bond shall be made at the office of such fiscal agent as the United States of America shall designate without presentation or surrender hereof and, during any such time as an assignee hereof is the registered owner of this Bond, payment of the installments of principal when due and payable on this Bond shall be made at the corporate trust office of U. S. Bank National Association, Raleigh, North Carolina, upon the presentation and surrender hereof, and payment of the interest when due and payable on this Bond shall be made by check mailed to such assignee at his address as it appears on the bond registration books of the Town hereinafter mentioned without the presentation or surrender hereof. Upon receipt of the payments of principal and interest, written acknowledgment of the receipt thereof shall be given promptly to the Bond Registrar hereinafter mentioned, and the Town shall be fully discharged of its obligation on this Bond to the extent of the payment so made. Upon final payment this Bond shall be surrendered to the Bond Registrar for cancellation.

This Bond is issued pursuant to and in accordance with Article 5 of Chapter 159 of the General Statutes of North Carolina, as amended, a bond order adopted by the Town Council (the "Council") for the Town of Clayton, North Carolina (the "Town") on February 20, 2012 (the "Bond Order"), and a series resolution adopted by the Council on September 5, 2017 (the "Series Resolution"). The proceeds of this Bond shall be used to pay a portion of the cost of the Project (as defined in the Bond Order).

This Bond is a special obligation of the Town payable solely from the Net Revenues (as defined in the Bond Order). Neither the credit nor the taxing power of the Town is pledged for the payment of this Bond and no holder of this Bond has the right to compel the exercise of the taxing power by the Town or the forfeiture of any of the Town's property in connection with any default thereon, and the Town is not obligated to pay the principal of or interest on this Bond except from Net Revenues. Reference is hereby made to the Bond Order and the Series Resolution and to all amendments and supplements thereto for a description of the provisions, among others, respecting the nature and extent of the security, the rights, duties and obligations of the Town, the rights of the holder of this Bond and the terms upon which this Bond is issued and secured.

At the office of the Bond Registrar, in the manner and subject to the conditions provided in the Series Resolution, this Bond may be exchanged for an equal aggregate principal amount of bonds having maturities corresponding to the maturities of the installments of principal of this Bond then unpaid, issuable in fully registered form in the denomination of \$1,000 or any integral multiple thereof and bearing interest at the same rate.

This Bond is registered as to both principal and interest in the name of the United States of America on registration books of the Town kept by the Finance Director of the Town, as Bond Registrar, and the transfer hereof may hereafter be registered by the registered owner hereof only upon an execution of an assignment hereon duly executed by such registered owner or his attorney or legal representative. Notice of such assignment shall be given promptly by the assignor to the Bond Registrar by registered mail, such notice to be in such form as shall be satisfactory to the Bond Registrar, and upon receipt of such notice this Bond shall be registered as to both principal and interest on such registration books in the name of the assignee named in such notice.

As long as USDA is the registered owner of the Bond, this Bond may be redeemed, at the option of the Town, at any time prior to the maturity of any installment of the principal thereof, either in whole or in part in the inverse order of the maturity dates of the installments of principal, from any moneys that may be made available for such purpose, at the aggregate principal amount of the installments of principal to be redeemed, together with the interest accrued thereon to the date fixed for redemption, but without any premium. During any time as an owner other than USDA is the owner of this Bond, the principal installments of the Bond maturing on or after June 1, 2027, may be redeemed in whole or in part on any date on or after June 1, 2026, from any moneys that may be made available for such purpose, at the aggregate principal amount of the installments of principal to be redeemed, together with the interest accrued thereon to the date fixed for redemption, but without any premium.

On the date designated for redemption, notice having been given and moneys for payment of the redemption price being held in trust for such purpose, all as provided in the

Series Resolution, this Bond or part hereof shall become and be due and payable, and the interest on this Bond or part hereof so redeemed shall cease to accrue.

The Bond Registrar shall not be required to exchange or register any transfer of (a) any bond during a period beginning at the opening of business fifteen (15) days before the day of the mailing of a notice of redemption of bonds or any portion thereof and ending at the close of business on the day of such mailing or (b) any bond called for redemption in whole or in part pursuant to the Series Resolution.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of North Carolina to happen, exist and be performed precedent to and in the issuance of this Bond have happened, exist and have been performed in regular and due form and time as so required.

IN WITNESS WHEREOF, the Town of Clayton, North Carolina, by resolution duly passed by its Town Council, has caused this Bond to be manually signed by the Town Manager and its Clerk and its official seal to be impressed hereon, all as of the ____ day of September, 2017.

Town Manager

[SEAL]

Clerk

CERTIFICATE OF LOCAL GOVERNMENT COMMISSION

The issuance of the within Bond has been approved under the provisions of The Local Government Finance Act of North Carolina.

Greg Gaskins,
Secretary of the Local Government Commission

By: _____
Designated Assistant

CERTIFICATE OF AUTHENTICATION

This Bond is issued under the provisions of the within-mentioned Series Resolution.

Finance Director of the Town of Clayton, North
Carolina, as Bond Registrar

Bond Registrar

Date of Authentication: _____

ASSIGNMENT

FOR VALUE RECEIVED the undersigned registered owner thereof hereby sells, assigns
and transfers unto _____

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____

_____,
attorney to register the transfer of the Bond on the books kept for registration thereof, with full
power of substitution in the premises.

Dated: _____

In the presence of:

NOTICE: The signature must be guaranteed
by an institution which is a participant in the
Securities Transfer Agent Medallion Program
(STAMP) or similar program.

The signature to this assignment must
correspond with the name as it appears on the
face of the within Bond in every particular,
without alteration of enlargement or any
change whatever.

RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of (state whether a wastewater treatment works, wastewater collection system, stream restoration, stormwater treatment, drinking water treatment works, and/or drinking water distribution system or other “green” project), and

WHEREAS, The Town of Clayton has need for and intends to construct a wastewater collection system project described as Walnut Creek outfall improvements, and

WHEREAS, The Town of Clayton intends to request state loan or grant assistance for the project,

NOW THEREFORE BE IT RESOLVED, BY THE TOWN COUNCIL OF THE TOWN OF CLAYTON:

That Town of Clayton, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan or grant award.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the (unit of government) to make scheduled repayment of the loan, to withhold from the (unit of government) any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That Jody McLeod, Mayor, and Adam Lindsay, Town Manager, and Tim Simpson, Public Works Director, the **Authorized Official(s)**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan or grant to aid in the construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Duly adopted this the 5th day of September, 2017 at Town of Clayton, North Carolina.

(Signature of Chief Executive Officer)

Jody McLeod, Mayor
(Name and Title)

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Town Clerk of the Town of Clayton does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Town Council duly held on the 5th day of September, 2017; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of September, 2017.

(Signature of Recording Officer)

Kimberly Moffett, Town Clerk
(Title of Recording Officer)