The Town of Clayton
Regular Town Council Meeting Agenda
Monday, May 1, 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. Warranty Acceptance - FINAL Water & Sewer
- Cleveland Draft House of Clayton

Warranty Acceptance - Cleveland Draft House

b. All Star Waste Services Contract
Contract - All Star Waste Services

c. Support of Triangle Land Conservancy Proposed Shared Trail Network
Draft Letter of Support - Triangle Land Conservancy

d. Support of Southeast Study Recommendations

e. Storm Water Management Agreement
Storm Water Management Memorandum of Agreement

f. Resolution Directing Clerk to Investigate Sufficiency of Petition - 2017-64-ANX
- HP6 Clayton Health

Resolution Directing Clerk to Investigate - 2017-64-ANX

g. Resolution Directing Clerk to Investigate Sufficiency of Petition - 2017-69-ANX
- Warrick Subdivision

Resolution Directing Clerk to Investigate - 2017-69-ANX

h. Live Burn - 534 W. Main Street - May 6, 2017

POTENTIAL ACTION: Adoption of Consent Agenda as Presented

4. ADMINISTRATIVE ITEMS

a. Proclamation Request - Older Americans Month - May 2017
Proclamation - Older American Month

POTENTIAL ACTION: Place on May 15, 2017 Consent Agenda

b. 2017 -2018 Budget Public Hearing

Public Notice - 2017-2108 Budget

POTENTIAL ACTION: Set Public Hearing for May 15, 2017

5. INTRODUCTIONS AND SPECIAL PRESENTATIONS

a. Cooper Elementary Academy Update
Presenter: Jocell Flores, Principal
Cover - Cooper Elementary

6. PUBLIC HEARINGS

a. SUP - 2017-08-SUP - Abbington Forest Apartments
Presenter: Planning Department
Cover - 2017-08-SUP
Application Update - Abbington Forest Apartments 2017-08-SUP
UPDATED Staff Report Abbington Forest - 2017-08-SUP
NCDOT Concurrence- Abbington Forest
2017-08-SUP Abbington Forest Post Master Approval
Wastewater Allocation Request - 2017-07-SP
Abbington Forest- Market Study
Site Plan - 2017-07-SP - 4th Submission
Newspaper Ad -2017-08-SUP
Resolution Wastewater Allocation - Abbington Forest Apartments
Approval - 2017-08-SUP
Motion Form - 2017-08-SUP

POTENTIAL ACTION: Adoption of Resolution #2017-11 (Wastewater)

POTENTIAL ACTION: Approval of Special Use Permit #2017-08-SUP

b. Rezoning - 2017-20-RZ - Gateway Lot #6
Presenter: Planning Department
Cover - 2017-20-RZ
Application - Gateway Lot 6 - 2017-20-RZ
Staff Report - Gateway Lot 6 - 2017-20-RZ
Staff Report Map - Gateway Lot 6 - 2017-20-RZ
Neighborhood Minutes - Gateway Lot 6 - 2017-20-RZ
Planning Board Recommendation - Gateway Drive Lot 6 2017-20-RZ
Consistency Statement - 2017-20-RZ
Newspaper Ad - 2017-20-RZ
Ordinance 2015-05-01 - 2017-20-RZ
Motion Form - 2017-20-RZ

POTENTIAL ACTION: Adoption of Ordinance #2017-05-01

7. OLD BUSINESS

8. NEW BUSINESS

a. 2016-2017 Audit Contract - Anderson, Smith & Wike, PLLC
Presenter: Robert McKie, Finance Director

Cover - 2016-2017 Audit Contract
2016-2017 Audit Contract

POTENTIAL ACTION: Authorization of Contract

b. 2017-69-ANX - Warrick Subdivision
Presenter: Planning Department
Cover - 2017-69-ANX - Warrick Subdivision
Application - 2017-69 ANX - Warrick Subdivision
Map - Aerial - 2017-69-ANX - Warrick Subdivision
Map - No Aerial - 2017-69-ANX - Warrick Subdivision
Resolution Setting Date of PH - 2017-69-ANX - Warrick Subdivision
Public Notice - 2017-69-ANX - Warrick Subdivision

POTENTIAL ACTION: Set Public Hearing for May 15, 2017

c. 2017-64-ANX - HP6 Clayton Health Investors
Presenter: Planning Department
Cover - 2017-64-ANX - HP6 Clayton Health Investors
Application - 2017-64 ANX - HP6 Clayton Health Investors
Map - Aerial - 2017-64-ANX - HP6 Clayton Health Investors
Map - No Aerial - 2017-64-ANX - HP6 Clayton Health Investors
Public Notice - 2017-64-ANX - HP6 Clayton Health Investors, LLC
Resolution Setting Date of PH - 2017-64-ANX - HP6 Clayton Health Investors

POTENTIAL ACTION: Set Public Hearing for May 15, 2017

d. CAMPO Spot 5 Funding Commitment
Presenter: David DeYoung, Planning Director
Resolution 2017-14 in Support of CAMPO Spot 5

POTENTIAL ACTION: Adoption of Resolution #2017-14

9. STAFF REPORTS

a. Town Manager

b. Town Attorney

c. Town Clerk

d. Other Staff

10. OTHER BUSINESS

a. Informal Discussion & Public Comment

b. Council Comments

11. CLOSED SESSION

a. Closed Session Pursuant to NCGS 143-318.11(a)(5) & 143-318.11(a)(6)
- Possible acquisition of Real Property
- Town Manager Six Month Performance Evaluation

POTENTIAL ACTION: Motion for Closed Session

12. ADJOURNMENT

TOWN OF CLAYTON
OPERATIONS CENTER

"SERVICE"

ELECTRIC SERVICE
(919) 553-1530

VEHICLE MAINTENANCE
(919) 553-1530

"ENVIRONMENT"

PUBLIC WORKS
(919) 553-1530

WATER RECLAMATION
(919) 553-1535

MEMORANDUM

To: Kimberly Moffett, Town Clerk

From: Chris Rowland, Construction Project Administrator CR

Copy: Steven Sanderson, Sanderson Engineering
Paralee Smith, Development Services Coordinator

Date: April 7, 2017

Subject: Cleveland Draft House of Clayton

Please place a final acceptance request for the subject public water and sewer utilities along with all related utility easements on the next available agenda. A final inspection was performed with all identified faults corrected. Upon acceptance, the Town will assume all operational and maintenance duties.

653 Highway 42 West • P.O. Box 879 • Clayton, North Carolina 27520 • (919) 553-1530 • Fax (919) 553-1541

RESIDENTIAL
MUNICIPAL SOLID WASTE, RECYCLING & YARD WASTE
COLLECTION CONTRACT

Between

The Town of Clayton

and

All Star Waste Services, LLC

STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

AGREEMENT

THIS COLLECTION AND DISPOSAL AGREEMENT, hereinafter "Contract", is entered into this ____ day of _____, 2017 by and between the **TOWN OF CLAYTON**, a municipal corporation organized and existing under the laws of the State of North Carolina, hereinafter "Town" and **ALL STAR WASTE SERVICES, LLC**, a limited liability corporation with its principal office in Benson, North Carolina, organized and existing under the laws of the State of North Carolina, hereinafter "Contractor".

WITNESSETH:

WHEREAS, the Town desired to ensure the economical and environmentally sound collection and disposal of residential municipal solid waste, recycling, bulky and yard waste (as defined herein); and,

WHEREAS, the governing authority of the Town has the power to negotiate and enter into service contracts and extensions of contracts for the handling and disposal of such wastes.

NOW, THEREFORE, in consideration of these premises, the parties hereby agree.

SECTION 1 DEFINITIONS

The following terms shall, for the purpose of these specifications and the contract, have the meaning indicated as follows:

1.1 Municipal Solid Waste (MSW) shall mean any solid waste, putrescible animal and plant material resulting from the handling, preparation, processing, consumption of food, including animal and vegetable matter with a minimum amount of liquid necessarily incident there to (garbage) and other non-putrescible waste materials (refuse) resulting and generating from the day-to-day operation of a service location which may by disposed of in a sanitary landfill. MSW does not include special waste, excluded waste, yard waste, C&D waste, hazardous waste, sludge, mining, agricultural, infectious or medical waste except matter included in any other definition. The Contractor shall dispose of all MSW at the Johnston County Landfill.

1.2 Bulky Waste shall mean household furniture, mattresses, bedding, plumbing fixture, ceramics, white good and such items too large to place in a roll-out cart, but not including yard waste or construction or demolition debris.

1.3 Construction or Demolition Debris (C&D) shall mean solid waste that is the direct by-product of construction, remodeling, repair or demolition operations performed by the resident or owner on buildings or other structures.

1.4 Hazardous Waste shall mean all materials or substances defined or characterized as hazardous waste by the United States Environmental Protection Agency, the North Carolina Department of Environmental Quality, Solid Waste Section, or any other agency pursuant to any Environmental Law and all current and future amendments thereto, and all regulation promulgated there under.

1.5 Special Waste shall mean any waste which requires special or exceptional handling or requires approval from Department of Environmental Quality (NC DEQ) for disposal, including without limitation any materials other than that which is typically found in household, commercial or municipal refuse; industrial waste; medical waste; ashes; sludge; residue from incineration; tires and asbestos. This term excludes nuclear and hazardous waste.

1.6 Excluded Waste shall mean any waste excluded by any applicable Environmental Law or Excluded by any of the terms and conditions of any permits, licenses or approvals. This term shall also include such other waste material (excluding solid waste) which poses an unreasonable risk or danger to the operation or safety of the Contractor or the environment due to the chemical or physical characteristics of such waste.

1.7 Septage shall mean any solid, semi-solid or liquid waste generated from a municipal, commercial, industrial or institutional wastewater treatment plant, water treatment plant or air pollution control facility.

1.8 Infectious Waste shall mean solid, semi-solid or liquid waste capable of producing an infectious disease. The types of waste designated as infectious are: microbiological waste, pathological waste, blood products and sharps.

1.9 Sludge shall mean any solid, semi-solid or liquid waste generated from a municipal, commercial, institutional or industrial wastewater treatment plant, water supply treatment plant or air pollution control facility, or any other waste having similar characteristics and effects.

1.10 Medical Waste shall mean any solid, semi-solid or liquid waste which is generated in the diagnosis, treatment, or immunization of human beings or animals, in research pertaining thereto, or in the production or testing of biologicals, but does not include hazardous waste as defined in 40 CFR 261.4.

1.11 Roll-Out Solid Waste Cart shall mean roll-out containers provided by the Contractor of approximately ninety-six (96) gallon capacity made of plastic or like material on wheels and so constructed that it can be handled (dumped) by the Contractor's equipment, used for collection of MSW.

1.12 Disposal Site shall mean and include a facility for disposal of municipal solid waste in accordance with State of North Carolina and Federal Regulations promulgated as Subtitle D Landfill Facilities.

1.13 DEQ shall mean the Department of Environmental Quality or any successor department or agency performing the same or similar duties for the State of North Carolina.

1.14 Environmental Law shall mean any federal, state, county, or local statute, law, regulation, rule, ordinance, code, directive, policy, license or permit, or any agreement imposing liability or standards of conduct or responsibility concerning or otherwise relating to environmental or health and safety matters, as amended from time to time and all as now or at any time hereafter may be in effect.

1.15 Public Street shall mean one, which is open to and used by the public.

1.16 Curbside shall mean that six (6) feet position of the right of way immediately adjacent to the paved or traveled roadway of a public street and on private roadways set aside for public use and delivery of services.

1.17 Yard Waste shall mean vegetative matter resulting from a resident's normal landscaping maintenance, such as leaves, grass, trimmings, twigs, shrubbery, plant bedding, limbs, pinecones, Christmas trees etc. at a service location. The Contractor shall dispose of all yard waste at the Johnston County Landfill.

1.18 White Goods shall mean inoperative or discarded refrigerators, ranges, water heaters, freezers, washers, dryers and other similar domestic appliances or parts thereof resulting from normal maintenance at a service location.

1.19 Roll-Out Recycle Cart shall mean roll-out containers provided by the Contractor of approximately ninety-six (96) gallon capacity made of plastic or like material on wheels and so constructed that it can be handled (dumped) by the Contractor's equipment, used for collection of recyclables.

1.20 Side Yard Service shall mean at or near the side entrance to the building where Roll-Out carts are placed so they can be conveniently and safely reached by Contractor's employees for collection. The location of the side yard collection shall be no more than two (200) hundred feet from the street or nearest path traveled by the Contractor's collection vehicle.

1.21 Bag or Bags shall mean customer supplied sacks designed to store MSW or yard waste with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed forty (40) pounds.

1.22 Contract Administrator shall mean that person, or his designee, designated by the Town to monitor and administer the provisions of the contract.

1.23 Dumpster shall mean a metal or plastic container of not less than two (2) cubic yards used to contain solid waste and serviced using a front-loading truck.

1.24 Multi-Family Unit shall mean any apartment complex, condominium complex, townhome complex and mobile home park having two (2) or more units.

1.25 Mixed Waste shall mean Waste, excluding recyclable material, but including combinations of Yard Waste, Bulky Items, White Goods and Construction & Demolition Waste, which is placed at the curbside location in such a manner that it is comingled together (Waste not prepared in accordance with Chapter 96 of the Code of Ordinances for the Town of Clayton).

1.26 Public Receptacle shall mean a container placed by the Town on a street, street right of way or Town owned property for the convenience or the public who use the streets so that they may deposit items of garbage therein rather than litter the streets or property of the Town.

1.27 Recyclable Material shall mean a material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation , a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials, including but not limited to: newsprint, magazines, aluminum beverage cans, steel cans, glass, HDPE and PET plastic bottles # 1 through #7 and household paper products including junk mail, envelopes, cereal boxes, cardboard and telephone books.

1.28 Single-Family Residential Unit shall mean one or more habitable rooms which are occupied, or which intended or designed to be occupied as a residence by one family, with facilities for living, sleeping, cooking and dining within the service area of the Town of Clayton receiving Solid Waste Collection services in accordance with Chapter 96 of the Code of Ordinances of the Town of Clayton.

Section 2: Collection Services - General

2.1 Any spillage caused by the Contractor during collection of materials shall be immediately cleaned up. All materials hauled in the Contractor's equipment shall be contained so that leaking, spilling or blowing is prevented.

2.2 Contractor is not required to provide collection to any street that is not safely passable by the Contractor's equipment. Contractor shall notify the Town of the limitations and impassability of Contractor's equipment on such streets so items for collection can be relocated and placed where practicable for collection.

2.3 The Town and Contractor shall establish the regular weekly service day schedule for collection. Changes to collection hours and regular weekly service day(s) will be upon the mutual agreement of the Town and the Contractor when a reasonable change is necessary to improve efficiencies, adjust for Town growth or due to unforeseen circumstances. Collection services shall not begin before 7:00 AM or end after 9:00 PM on the scheduled day of collection unless approved by the Public Works and Utilities Director or designee.

2.4 Contractor shall not collect C & D waste, hazardous waste, special waste, excluded waste, Septage, infectious waste, sludge, inert debris, land clearing debris, medical waste, animal offal weighing more than 10 pounds, highly flammable substances, liquid waste, explosives, material needing special handling to protect the health of the Contractor's employees, the public or the environment or material prohibited to be disposed of at a Solid Waste Disposal Facility. Contractor shall not be obligated to collect MSW from a service location in which such waste is discovered mixed with other waste material. The Contractor shall provide the Town with the address of the identified service location not collected resulting from said discovery.

2.5 Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish refuse collection in any case where the owner or tenants have animals at large, but the Contractor shall immediately notify the Town, verbally and in writing, of such condition and of his inability to make collection.

2.6 Contractor shall not be obligated to pick up hazardous waste on a regular basis. The Town may sponsor special hazardous pick up events with a frequency no greater than quarterly, where the contractor will be responsible for collecting and disposing of the hazardous material. The fees for such an event shall be negotiated separately at the time of planning the event.

2.7 The Contractor shall interfere as little as possible with the public use of roads, walks and driveway access to houses and businesses; and shall make such temporary provisions as are required to maintain at least one open lane of traffic. The Contractor shall handle Roll-Out Carts in a careful manner to avoid spillage and unreasonable damage. All Roll-Out Carts shall be returned to the proper curbside or side yard position, upright, with the lids closed. No Roll-Out Cart shall be left in front of mailboxes or in a manner that would block a driveway. If access to a Roll-Out Cart is blocked, the Contractor shall notify customer by providing a door and/or Roll-Out Cart hanger to explain why service was not provided. The Contractor will subsequently notify the Town. The owners of private properties or private access will maintain in a passable and usable condition adequate access for removal and service of Roll-Out Cart.

2.8 Side yard service for Solid Waste and Recyclable Material shall be provided to disabled or incapacitated residents meeting medical exemption requirements, as determined by the Town, at no additional charge to the Town or Customer. (Attachment B)

2.9 The Contractor shall provide bilingual service oriented information to each customer on a quarterly basis and additionally as requested by the Public Works and Utilities Director, or designee. Bilingual door and/or Roll-Out Cart hangers, approved by the Town, shall be utilized by the Contractor to relay information to customers in the event that service cannot be provided at a location. The door and/or Roll-Out Cart hangers shall identify the reason why service has been denied.

2.10 The Contractor shall provide and service additional Solid Waste Roll-Out and Roll-Out Recycle Carts at Town Sponsored or Co-sponsored Events at no additional cost to the Town. Specific events, the number of Roll-Out carts and locations shall be coordinated with the Public Work and Utilities Director, or designee. Events include, but are not limited to Christmas Parade, Christmas Tree Lighting, Movies in the Square, Concert Series and Harvest Festival.

2.11 Contractor shall not be obligated to collect Unacceptable Waste. Title to Unacceptable Waste shall not pass to Contractor, and liability for any unacceptable Waste shall remain with the generator of such Waste. Unacceptable waste not collected by the Town or Contractor is defined as any waste, the acceptance and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, substantial damage to Contractor's equipment or facilities, or present a danger to the health or safety of the public or Contractor's employees, including, but not limited to, Hazardous Waste, untreated Medical Waste, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by perm it, soil , dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements.

Section 3: Services

3.1 The Contractor will provide either curbside or side yard collection of MSW at residential establishments. MSW will be placed in an approximate ninety-six (96) gallon Roll-Out Cart (provided by contractor). The contractor will work with the Town on a case-by-case basis and will provide two (2) MSW carts to locations as deemed necessary by the Town. The carts remain the property of the Contractor. Each Roll-Out Cart shall bear a serial number and the Contractor's seal with the Contractor's phone number. The Contractor shall maintain and replace the Roll-Out Carts as necessary except in verified cases of damage or destruction by the Customer. All MSW collection will be one time per week.

3.2 The Contractor will provide either curbside or side yard collection of recyclables at residential establishments. Recyclables will be placed in an approximate ninety-six (96) gallon Roll-Out Cart (provided by contractor). The contractor will work with the Town on a case-by-case basis and will provide two (2) Recycle carts to locations as deemed necessary by the Town. The carts remain the property of the Contractor. Each Roll-Out Cart shall bear a serial number and the Contractor's seal with the Contractor's phone number. The Contractor shall maintain and replace the Roll-Out Carts as necessary except in verified cases of damage or destruction by the Customer. All Recyclable collection will be one time per week on the same day as MSW.

3.3 The Contractor shall replace stolen Roll-Out Carts. The Contractor shall maintain an adequate local inventory of Roll-Out Carts in order to provide a replacement Roll-Out Cart within forty-eight (48) hours of notification by the Customer or the Town.

3.4 The Contractor will collect loose yard waste at the curb every week on the same day as the regular MSW and recycling pickup for an address per Town of Clayton Ordinance Section 96.04

3.5 The Contractor shall collect Mixed Waste when directed by Town. The Contractor will charge the Town for mixed waste on a per ton basis. Collection of Mixed Waste shall commence **only upon authorization** of the Public Works and Utilities Director, or designee. The Contractor shall provide documentation of the mixed waste, including address, date and description of waste collected, disposal costs and digital images.

3.6 The Contractor shall assist the Town with clean up after storms and other emergency conditions, which require removal of debris from streets and rights-of-way. The parties understand and agree that in the event of a hurricane, tornado, storm, natural disaster, or other such event, the cleanup from such events may require additional equipment, additional personnel, or require existing personnel to work overtime hours to clean debris resulting from the emergency event. The Contractor shall have available, sufficient equipment and manpower to aid the Town during emergency conditions. The collection and disposal of Storm Debris is not included within this Contract, and shall be governed by a separate, written agreement to be negotiated by the parties, containing terms acceptable to both parties, in each party's sole discretion. The Contractor's right to assist the Town during an emergency event is not exclusive. The duration of the emergency event will be determined by the Mayor or his designee.

3.7 All garbage and other refuse discarded from Town-Owned facilities shall be emptied once per week or as otherwise designated by the Town. Routes and schedule of collections shall be subject to the approval of the Public Works and Utilities Director, or designee at no additional cost to the Town.

3.8 The Contractor shall collect Bulky Items and White Goods from Single-Family and Multi-Family Residential Units only, once per week throughout the Town. The Single-Family and Multi-Family Residential Customer shall place the Bulky Items and White Goods curbside no earlier than twenty-four (24) hours ahead of collection by the Contractor. Items banned from all North Carolina landfills are not included here.

3.9 The Contractor shall collect Bulky Items and/or White Goods, MSW, yard waste and recyclables on the same day of the week for each residential service location.

Section 4: Insurance and Indemnity

4.1 Insurance: The Contractor shall at all times during the term of this Contract and any renewals thereof, maintain in full force and effect Workers' Compensation, Comprehensive & General Public Liability, Property Damage, Comprehensive Automobile Liability-Bodily Injury and Comprehensive Auto Liability-Property Damage coverage written by insurance companies licensed to do business in the State of North Carolina. The Contractor agrees to furnish the Town certificates or other evidence satisfactory to the Town to the effect that such insurance has been procured and is in force. The certificates shall contain a provision that the policies will not be canceled without providing the Town at least thirty days (30) written notice. The Town shall be listed as an additional insured.

Type Coverage	Per Occurrence Minimum	Aggregate Minimum
Workers Compensation	As required by law and shall cover all employees including drivers.	As required by law or $1,000,000 minimum
Comprehensive & General Public Liability	$1,000,000	$2,000,000
Property Damage	$2,000,000	$2,000,000
Comprehensive Auto Liability Bodily Injury	$2,000,000	
Comprehensive Auto Liability Property Damage	$2,000,000	

4.2 Indemnification: The Contractor will indemnify and save harmless the Town, its officers, council persons, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, cost, expenses, and attorney's fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants, and provided , however, that the Contractor will not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this contract for a willful or negligent act or omission of the Town, its officers, council persons, agents, servants, and employees.

Section 5: Contractor's Personnel and Equipment

5.1 The Contractor agrees that all employees will be required to wear uniforms that are an ANSI Type 3 Safety shirt, jacket or vest. All employees shall interact and respond to customers and citizens courteously and shall avoid abusive or obscene language or behavior. Each employee will carry a valid North Carolina operator's license for the type of vehicle he/she is required to operate. The Contractor will provide operation and safety training of all operational personnel. The wages for all the Contractor's employees will equal or exceed the minimum hourly wages established by law, and no person shall be denied employment by the Contractor for reasons of race, creed, religion, sex, national origin or disability. The Contractor's personnel will not use alcohol or unlawful drugs while providing service under the Contract. The Contractor must be an equal opportunity employer.

5.2 The Contractor will assign a qualified lead person to be in charge of the operations contracted for and agrees that the information regarding experience will be furnished to the Town upon request. This assigned employee will be in the Town service area while the work is being conducted. They will be accessible to Town with the authority to act for the Contractor in monitoring the work required. Communications shall be between this assigned employee, the Director of Public Works and Utilities, or his designee(s).

5.3 The Town shall have no responsibility or liability whatsoever for acts or omissions of the contractor's personnel nor for the selection, hiring, disciplining, or firing of the Contractor's personnel.

5.4 Contractor agrees that its collection trucks and equipment will be properly maintained at all times and will have additional or auxiliary equipment in case of mechanical malfunction. Collection of garbage shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the limits of the Town nor while in route to the disposal site, where such accumulation shall be dumped. Due to street size variations in the Town, the Contractor will need to provide equipment that will accommodate such public streets and alleys. Special collections shall be made using appropriate equipment. Contractor shall, if necessary, hand-clean all spillage resulting from its collection activities.

5.5 All motor vehicles used in performance of the obligations herein created shall be clearly marked with the Contractor's name, website address, telephone number and unit number legible from 150 feet. No advertising shall be permitted on vehicles. All collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of the Contract. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and a regular preventative maintenance program. The Town may inspect Contractor's vehicles at any time to insure compliance of equipment with Contract, or require equipment replacement schedule to be submitted to Town. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.

5.6 The Contractor shall at all times unless defined elsewhere, maintain scheduled, uninterrupted service, including the availability of sufficient personnel and equipment to complete the collection service requirement s in the event of work stoppage due to equipment failure, employee actions or otherwise.

5.7 Each vehicle shall be equipped with a cover, which may be net with mesh no greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the landfill, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded to scatter refuse; however, if refuse is scattered from Contractors vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a fork, broom and shovel for this purpose.

Section 6: Disposal of Material Collected

6.1 MSW and Yard Waste collected shall be accepted by and unloaded at Johnston County Landfill. Recyclables will be delivered to a responsible processor. The Contractor shall accept title to the collected Solid Waste, Yard Waste, Special Waste and comingled Recyclable Material upon collection and placement into the Contractor's collection vehicles except for Hazardous Waste materials and/or any materials not accepted in this contract. These acceptable materials shall become the responsibility of the Contractor until deposited in a permitted Landfill or recyclable material recovery facility.

Section 7: Contract Term and Performance

7.1 The term of the Contract will be for a period of five (5) years beginning July 1, 2017 and ending June 30, 2022. There will be one (1) five (5) year renewal option pending agreement of both parties. Should either the Town or Contractor elect not to renew and extend the contract for an additional five (5) year period, notice must be given by certified mail (return receipt requested) to the other party not less than ninety (90) days prior to the expiration of the contract.

7.2 The Contract may be terminated after (a) seven (7) days of the date of written notice to the Contractor if the Contractor becomes insolvent or declares bankruptcy or commits any act of bankruptcy or insolvency or (b) thirty (30) days of the date of written notice to the Contractor if the Contractor allows any final judgment for the payment of money to stand against it unsatisfied unless Contractor provides the Town with evidence of satisfaction thereof within such thirty (30) day period.

7.3 The Town expects high levels of customer service and collection efficiency. Performance Failures will be discouraged, to the extent as possible, through penalties for certain infractions and thru default and termination under more serious perfom1ance failures as described below. Penalties may be levied for reported failures of service by the Contractor if the deficiency is not addressed and corrected within 24 hours as described above under the complaint s specification or otherwise defined in other sections.

Action or Service Failure	Penalty
Failure to Deliver Rollout Cart and/or Recycle Bin (48 Hour response)	$50.00 each occurrence
Failure to collect properly placed Solid Waste, Yard Waste or Recyclable Material within 24 hours of the customer complaint	$100.00 each occurrence
Failure to provide required reports to the Town as described above	$50.00 each occurrence

7.4 If at any time Contractor or Town shall fail to substantially perform terms, covenants or conditions herein set forth, Town or Contractor shall make notification by registered or certified mail to the address set forth herein of specific reasons in support of claim that there has been a substantial breach of the terms and provisions of this Contract. Contractor or Town shall be allowed a thirty (30) day period from the date of receipt of said notice to remedy any failure to perform. Should the failure to perform be remedied, no further action shal1 be taken. If breach of contract fails to be remedied, the Town or Contractor may terminate this contract and the rights and privileges granted to Town or Contractor herein.

7.5 The Town's sole remedy for breach of contract under this contract or failure to perform shall be to make demands under the terms of the performance bond.

Section 8: Performance Bond

8.1 The Contractor will be required to furnish Financial Security related to the faithful performance of this Contract. Said Financial Security must be in an amount of $300,000.00. The Contractor shall pay all costs associated with Financial Security described above. The Financial Security may be in the form of an Irrevocable Letter of Credit or Performance Bond.

Section 9: Rates

9.1 The Contractor will provide the outlined services for the rates established on Attachment A.

Section 10: Billing

10.1 The Town shall pay the Contractor electronically on a monthly basis; such remittance to be received by Contractor on or about the 30th of the month following the month service was rendered if the invoice is received, and approved by the Town, by the 15th of the month. Contractor shall be entitled to payment for all services rendered. The Contractor shall collect garbage, refuse, yard waste, white goods and bulky items as required in this agreement separately from any other services provided by the Contractor to customers other than the Town of Clayton. Invoices from the disposal facility for garbage, refuse, yard waste, white goods and bulky items collected under this agreement only shall be submitted for reimbursement. Reimbursement for disposal of recyclables shall be provided only in the event that the cost per ton exceeds $14.00. Reimbursement of tipping fees for refuse and garbage collected from dumpsters shall be based on eight-six (86) pounds per cubic yard. Upon receipt of proper invoice(s) the Town shall reimburse the Contractor according to the schedule of payment s in the Remuneration section above. The Town will reimburse one hundred percent (100%) of the actual disposal fees as determined above. No charges for overhead, etc. shall be added by the Contractor.

Section 11: Adjustments of Rates

11.1 Adjustments of unit quantities because of change in the number of customers to be served shall be an annual adjustment. The actual quantities to be used in the categories for a new contract year will be based on a unit count survey, which will be coordinated and/or conducted, concurrently by both the Contractor and the Town as of the first day of April immediately preceding the beginning of the new contract year. These unit quantities are not subject to increase for any reason other than annexation at any time other than the beginning of a contract year. In the case(s) of annexation, the Contractor shall be entitled to additional compensation beginning with the first day services are required in any newly annexed area in accordance with the per unit cost scheduled hereinafter set forth.

11.2 Beginning no earlier than the first anniversary of the date of the contract and continuing for the term of the contract, the Unit Costs may increase or decrease on an annual basis, using the US Bureau of Labor Statistics Cost of Living (CPI-U) –All Items for the month of January. In the event the Town fails to approve the annual increase based upon the index above, the Contractor may terminate this contract upon giving the Town sixty (60) days written notice. The increase shall become effective on July 1st of each year of this contract. In the event this Index ceases to exist, the parties shall select another method to determine annual increases or decreases to the Contractor.

11.3 The need for diesel fuel cost adjustment will be reviewed semi-annually or in the event that the average price per gallon exceeds $3.25. The Contractor shall provide documentation in the form of a copy of the actual bulk fuel invoice to confirm the price of fuel.

Section 12: Holidays

12.1 The Collection services shall be performed year-round, excluding pre-determined holidays and/or closures observed by the Town and/or the Solid Waste Disposal Facility, including the days listed below:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday, but the Contractor must meet his obligation as required. NOTE: Contractor shall be responsible for providing make-up collection for all routes that occur on specified holidays. Make-up days shall be the next regular collection day following the holiday. The Contractor will give the Town at least fourteen (14) days' notice of the revised collection schedule.

Section 13: Complaints and Service Request

13.1 At a minimum, a customer complaint procedure shall be established by the Contractor so that the customer complaint shall be addressed within 24 hours of receipt of such complaint and shall be promptly resolved. The contractor shall be responsible for maintaining a log of complaints, and provide the Town on a weekly basis, with copies of all complaints indicating the date and hour of the complaint, nature of the complaint, location of the complaint and the manner and timing of its resolution. Any missed pickups of residential refuse will be collected the same business day if notification to the Contractor is provided by 2:00 PM but not later than 12:00 PM the next business day if notification is provided after 2:00 PM. The Contractor shall maintain a toll free telephone service between the hours of 8:00 AM and 5:00 PM, a 24-hour text service and 24 hour email service necessary to receive and handle complaints. Phone calls, emails and text messages submitted by customers shall be directly connected to a local or regional office that oversees the Town of Clayton Service Area. The office shall be staffed with customer service oriented individuals familiar with the Town of Clayton Service Area, including the level of service, collection protocol and geographical features. Complaints shall not be routed through a call center or automated answering service.

Section 14: Compliance with Laws

14.1 The Contractor will conduct operations under the Contract in compliance with all applicable laws, rules, ordinances and permits. All equipment utilized will comply with all axle weight restrictions. It is agreed and understood that, if the Town calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately desist from and correct such violation. Any change in governmental regulations that impacts the cost of performing services under this contract shall constitute sufficient cause to re-negotiate rates being charged.

Section 15: Licenses and Taxes

15.1 The Contractor will obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the Town and State.

Section 16: Transferability of Agreement

16.1 Other than by operation of law, no assignment of the Contract or any right accruing under the Contract shall be made in whole or in part by the Contractor without the express written consent of the Town, in the assignment, the assignee shall assume the liability of the Contractor.

Section 17: Books and Records

17.1 The Town and Contractor agree to maintain at their respective places of business adequate books and records relating to the performance of their respective duties under the provisions of this Contract and such books and records shall be made available at any time during business hours for inspection by the other party, at the inspecting party's expense, upon reasonable advance notice.

Section 18: Force Majeure

18.1 In the event the Contractor or the Town is rendered unable, wholly or in part, by an event of Force Majeure to carry out any of their obligations under this Contract, then, in addition to the other remedies provided in this Contract, the obligations of the Contractor or the Town may be suspended during the continuation of any inability so caused by the event of Force Majeure, but for no longer period. Any time that the Contractor or the Town intends to rely upon an event of Force Majeure to suspend obligations as provided in this Section, the Contractor or the Town shall notify the other party to this Contract as soon as reasonably practicable , describing in reasonable detail the circumstances of the event of Force Majeure. Notice shall again be given when the effect of the event of Force Majeure has ceased. During such periods a mutually agreed reduction in charges reflecting the reduction in services shall be made. The Contractor shall make reasonable efforts to resume service as expeditiously as possible.

18.2 For purposes of this Contract, "Force Majeure" means any act, event or condition that is beyond the reasonable control of the Contractor or the Town, including, without limitation: (i) an act of God or similar occurrence; (ii) substantial interference by third parties which significantly inhibits or prevents any Solid Waste, transfer or disposal operations or any other duties of the Contractor or the Town hereunder; (iii) an act of public enemy, war, blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or disobedience, sabotage or similar occurrence; (iv) a strike, work slowdown, or similar industrial or labor action; (v) any order or judgment or other act of any federal, state, county, or local court, administrative agency or governmental office or body, including, without limitation, such an order or judgment which limits the duration of this Contract to less than the term as set forth in Section I of this Contract or which stays, invalidates, or otherwise inhibits the performance of the parties hereunder; (vi) the denial, loss, suspension, expiration, termination or failure of renewal of any permit, license or other governmental approval required by the parties to perform hereunder which does not result from any negligent or willful act or omission of the Contractor or the Town; (vii) the adoption or change (including a change in interpretation or enforcement) of any federal, state, Town or local law, rule, permit, regulation or ordinance after the effective date hereof, applicable to the Town, the Contractor or the parties' subcontractors, significantly adversely affecting the patties' obligations hereunder; (viii) the institution of a legal or administrative action, or similar proceeding , by any person, firm, corporation, agency or

other entity which delays or prevent s any material aspect of performance of the parties hereunder; or (ix) either party is for any reason (other than any reason resulting from their own negligent or willful act or omission) delayed or barred by governmental or judicial action from collecting all or any part of the fees to be paid under this Contract, as may be from time to time adjusted.

Section 19: Grant or Right

19.1 During the term of this Contract and during any authorized extension or renewal, the Contractor will be the only person(s) or organization(s) authorized by the Town to provide residential solid waste, recycling and yard waste collection services within the corporate limits of the Town and paid for by the Town. Other than operation of law, no assignment of the Contract or any right accruing under the Contract will be made in whole or in part by the Contractor without express written consent of the Town, which consent will not be unreasonably withheld. In the event of an assignment, the assignee will assume the liability of the Contractor.

Section 20: Reports

20.1 The Contractor shall provide a monthly report to the Public Works and Utilities Director, or designee, detailing the amount of solid waste removed from the Town (in tons), the amount of Yard Waste (in tons), the amount of Recyclable Material (in tons), the amount of Special Waste (in tons) and the number of stops to collect Bulky Items/White Goods along with the percentage of units utilizing the recycling service on a monthly basis. The monthly reports shall be submitted by the Contractor to the Town along with each monthly invoice for the service. The Contractor shall also furnish all information necessary to complete the required annual State of North Carolina solid waste report. Additionally, the Contractor shall provide a weekly complaint and resolution log.

Section 21: Notices

21.1 Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage pre-paid, certified mail, return receipt requested, addressed as set forth below:

If to the Town, at:	Town of Clayton PO Box 879 Clayton, North Carolina 27528 ATTN: Town Manager
If to the Contractor at:	All Star Waste Services, LLC 600 Old Roberts Road – Suite 206 Benson, North Carolina 27504-8006 ATTN: Tommy Sims, Member

or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

Section 22: Severability

22.1 In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of any Contract Document.

Section 23: Modifications to Contract

23.1 This Contract will be modified, amended or changed only in writing signed by each of the parties hereto.

IN WITNESS WHEREOF, this Contract has been signed in DUPLICATE and sealed by the respective parties hereto.

TOWN OF CLAYTON

By: _____
Printed Name: _____
Title: _____

Attest

By: _____
Printed Name: _____
Title: _____

ALL STAR WASTE SERVICES, LLC

By: _____
Printed Name: _____
Title: _____

Attest

By: _____
Printed Name: _____
Title: _____

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

By: _____
Printed Name: _____
Title: _____

ATTACHMENT A

A. Single Family Residential Curbside Solid Waste Collection
Collected Every Week

Monthly Rate per Unit **$6.26**

B. Single Family Residential Curbside Yard Waste Collection
Loose Piles Only
Collected Every Week

Monthly Rate per Unit **$2.72**

C. Single Family Residential Curbside Bulky Item/White Good Collection
Collected Every Week

Cost per Stop **$23.00**

D. Single Family Residential Curbside Recycling Collection
Collected Every Week

Monthly Rate per Unit **$4.21**

E. Mixed Waste Collection
(Authorized by the Town)

Per Ton (Excluding Landfill Tipping Fees) **$49.00**

ATTACHMENT A

A. Dumpster Service

2 Yard Once Per Week

Monthly Rate per Unit **$64.00**

2 Yard Twice Per Week

Monthly Rate per Unit **$111.00**

4 Yard Once Per Week

Monthly Rate per Unit **$99.00**

4 Yard Twice Per Week

Monthly Rate per Unit **$147.00**

6 Yard Once Per Week

Monthly Rate per Unit **$123.00**

6 Yard Twice Per Week

Monthly Rate per Unit **$205.00**

8 Yard Once Per Week

Monthly Rate per Unit **$149.00**

8 Yard Twice Per Week

Monthly Rate per Unit **$239.00**

20 Yard Roll-Off Once Per Week

Monthly Rate per Unit **$299.00**

April 17, 2017

Sandy Sweitzer, Executive Director
Triangle Land Conservancy
514 S. Duke Street
Durham, NC 27701

Dear Ms. Sweitzer:

Re: Support of Walnut Hill Nature Preserve Recreational Trails Program Grant Application

The Clayton Town Council would like to express our support for the planning and expansion of trails at Triangle Land Conservancy's future Walnut Hill Nature Preserve and on The Town of Clayton's Riverwalk tract.

The Council is supportive of a joint collaborative planning effort between Triangle Land Conservancy and the Town. By planning and developing an integrated network of trails, we can help connect over 10 miles of trail to more than 26 miles on the Neuse River Greenway, Mountains-to-sea Trail, and the Town of Clayton Greenway System.

We are excited about the opportunity for the development of these trails which are located just 3.5 miles from downtown Clayton. The proposed trail system will be a regional destination that provides benefits to our citizens and those of the greater area We support TLC's efforts to develop this trail system and believe it will be an asset for the entire state.

Sincerely,

Jody McLeod
Mayor

DRAFT/SAMPLE

NORTH CAROLINA
JOHNSTON COUNTY

AGREEMENT CONCERNING STORMWATER MANAGEMENT

This agreement, dated this ___ day of _____, 2017, by and between the Town of Clayton, a North Carolina Municipal Corporation (hereinafter referred to as "Town"); and the County of Johnston (hereinafter referred to as "County"); (hereinafter collectively referred to as "Parties"),

WITNESSETH:

THAT WHEREAS, the Town is a regulated public entity under the National Pollution Discharge Elimination System (NPDES) having been so designated by the Environmental Management Commission (EMC) of the North Carolina Department of Environmental Quality (NCDEQ); and

WHEREAS, as a regulated public entity under the NPDES stormwater program, the Town is required to develop a stormwater management program and apply for a stormwater permit; and

WHEREAS, the deadline for submitting said permit is on or about November 30, 2017; and

WHEREAS, the Town wishes to delegate to the County the authority to administer and enforce the Town's stormwater management in accordance with the provisions contained in the Town's Phase II NPDES Permit within the Town's corporate limits as well as its extra-territorial jurisdiction (ETJ) so that the Town may satisfy the aforementioned stormwater management program and permit requirements through the County; and

WHEREAS, the County wishes to accept the delegation of the authority from the Town to administer and enforce the Town's stormwater management in accordance with the provisions contained in the Town's Phase II NPDES Permit within the Town's corporate limits as well as its ETJ and further wishes to aid the Town in satisfying the aforementioned stormwater management program and permit requirements by and through such delegation; and

WHEREAS, both Parties wish to ensure that new development within the corporate limits and ETJ of the Town be subject to a sound stormwater management plan consistent with the EMC and NCDEQ guidelines; and

WHEREAS, the County has the means and ability to administer completely the Town's stormwater management program and permitting consistent with EMC and NCDEQ;

NOW THEREFORE, in consideration of the premises and the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. The Town hereby delegates to the County the Authority to administer and enforce the Town's stormwater management in accordance with the provisions contained in the Town's Phase II NPDES Permit, as submitted by the Division of Water Resources of the NCDEQ, within the Town's corporate limits and its ETJ.

2. The Town and County agree that stormwater management plan review fees shall be submitted by developers directly to the County, and shall be based on the County's review fee rate at the time of submittal. The County shall have the authority to invoice the Town for services in excess of the initial stormwater fees to cover any associated costs to the County.
3. The term of this agreement shall be perpetual continuing until such time as it is terminated or the Town implements its own Stormwater Ordinance.
4. This agreement may be terminated with 30 days written notice of such intent by either party. Notice shall be served on the Town Manager of the Town and County Manager of the County.
5. Each Party hereby submits themselves to the jurisdiction of the courts of the State of North Carolina in any future proceeding or action brought by either of them to enforce the provisions of this agreement.
6. A modification or waiver of any of the provisions of this agreement shall be effective only if made in writing and executed with the same formality of this agreement.
7. Every provision of this agreement shall be binding upon each of the Parties and their respective successors and assigns.
8. This agreement contains the entire understating and agreement of the Parties, and there are no representations, warranties, covenants or undertakings other than those expressly contained herein.
9. The County shall ensure compliance with all deadlines imposed on the Town by EMC and/or NCDEQ.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, the day and year above first written.

For Johnston County:

_____ (SEAL)
Rick J. Hester, County Manager

Attest:

_____ (SEAL)
Paula G. Woodard, Clerk to Board of Commissioners

For the Town of Clayton:

_____ (SEAL)
Adam Lindsay, Town Manager

Attest:

_____ (SEAL)
Kimberly Moffett, Town Clerk

Resolution # 2017-09

ANNEXATION PETITION 2017-64-ANX
HP6 Clayton Health Investors, LLC
Parcels: Portion of 05E99028B
Owners: HP6 Clayton Health Investors, LLC
Contiguous; 0.68 +/- 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 April 7, 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 1st day of May 2017, while in regular session.

_____
Jody L. McLeod
Mayor

_____
Kimberly A. Moffett, CMC, NCCMC
Town Clerk

Resolution #2017-10

ANNEXATION PETITION 2017-69-ANX
Warrick Park Subdivision
Parcels: 05G01016H
Owners: Sam's Branch, LLC
Non-Contiguous; 22.04 acres

TOWN OF CLAYTON
RESOLUTION DIRECTING THE CLERK TO INVESTIGATE A PETITION RECEIVED UNDER G.S. 160A-58.1

WHEREAS, a petition requesting annexation of an area described in said petition was received on April 20, 2017, by the Town of Clayton; and

WHEREAS, G.S. 160A-58.2 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 1st day of May 2017, while in regular session.

_____
Jody L. McLeod
Mayor

ATTEST:

_____
Kimberly A. Moffett, CMC, NCCMC
Town Clerk

Proclamation

Older Americans Month 2017

Whereas, the Town of Clayton includes a community of older Americans who deserve recognition for their contributions to our nation; and

Whereas, the Town of Clayton recognizes that older adults are trailblazers—advocating for themselves, their peers, and their communities—paving the way for future generations; and

Whereas, the Town of Clayton is committed to raising awareness about issues facing older Americans and helping all individuals to thrive in communities of their choice for as long as possible; and

Whereas, we appreciate the value of inclusion and support in helping older adults successfully contribute to and benefit from their communities; and

Whereas, our community proudly provides opportunities to enrich the lives of individuals of all ages by:

- Promoting and engaging in activity, wellness, and social involvement.
- Emphasizing home- and community-based services that support independent living.
- Ensuring community members can benefit from the contributions and experience of older adults.

Now therefore, the Clayton Town Council does hereby proclaim May 2017 to be Older Americans Month and urge every resident to take time this month to acknowledge older adults and the people who serve them as powerful and vital individuals who greatly contribute to our community.

Duly adopted this the 15th day of May, 2017 while in regular session.

_____
Jody L. McLeod
Mayor

ATTEST:

_____
Kimberly A. Moffett, CMC, NCCMC
Town Clerk

OLDER AMERICANS MONTH
BLAZE A TRAIL: MAY 2016

PUBLIC NOTICE

In accordance with NC GS 159-12(b), the Clayton Town Council will hold a public hearing on Monday, May 15, 2017, at 6:30 PM at Town Hall, 111 East Second Street, to receive public comment on the proposed 2017-2018 fiscal year budget for the Town of Clayton. A copy of the proposed budget is on file in the Town Clerk's office at Town Hall, 111 East Second Street.

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

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

_____

Clayton News-Star

Please advertise on the following date:

May 3, 2017

Affidavit of publication required.

Town Council Agenda Cover Sheet

Meeting Date

May 1, 2017

Agenda Location

Introductions & Special Presentations

Item Title

Cooper Elementary Academy Update

Presenter (Name & Title)

Jocell Flores, Principal of Cooper Elementary

Summary/Description

Principal Flores will provide an update regarding upcoming changes for Cooper Elementary. The school is transitioning to become Cooper Academy in the fall and will serve as a college preparatory elementary school. This "restart" is an opportunity for this school to redesign the education program at Cooper and allow them great flexibility with staffing hours, programs and enhancements.

Requested Action

None - Informational Only

Additional Documents To Be Included in Agenda Packet

Town Council Agenda Cover Sheet

Meeting Date

May 1, 2017

Agenda Location

Public Hearing

Item Title

2017-08-SUP Abbington Forest Apartments Special Use Permit

Presenter (Name & Title)

Planning Department

Summary/Description

Request to obtain a special use permit in order to develop apartments on property zoned Office-Institutional (O-I)

Requested Action

Approval/Denial of SUP

Additional Documents To Be Included in Agenda Packet

Updated Staff Report
Application
Staff Report Maps
Neighborhood Meeting Materials
Traffic Impact Analysis (Findings and Conclusions)
Wastewater Allocation Request (2017-07-SP)
Updated Site Plan (2017-07-SP)

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

SPECIAL USE APPLICATION

Pursuant to Article 7, Section 155.711 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 allow a Special Use. Special Uses are uses that may be appropriate in a particular district, but have the potential to create incompatibilities with adjacent uses.

Application Fee: $400.00.
Advertisement Fee: $100.00.
All fees are due when the application is submitted.

Please note that Section 155.702(B) of the Unified Development Code requires a Neighborhood Meeting for all Special Use Permit applications.

APPLICATION TYPE

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

SITE INFORMATION

Name of Project: ABBINGTON FOREST **Acreage of Property:** 4.939
Parcel ID Number: 165910-26-9035 **Tax ID:** 4317181 County Tag: 05G01200D
Deed Book: 2017 **Deed Page(s):** 790
Address/Location: 12282 U.S. 70 Business, Clayton, NC 27520 (approximate)

Existing Use: VACANT **Proposed Use:** APARTMENTS
Is project within a Planned Development? ◉ No ○ Yes
Planned Development District (if applicable): _____
Is project within an Overlay District: ◉ No ○ Yes
Overlay District (if applicable): _____

OFFICE USE ONLY

Date Received: RECEIVED FEB 01 2017 TOWN OF CLAYTON PLANNING DEPARTMENT
Amount Paid: $400.00 $100.00 Ad Fee
Permit Number: 2017-08-SUP

PROPERTY OWNER INFORMATION

Name: OMKRISHNA LLC Agent: Frank DeRonja

Mailing Address: 8501 Stonegate Drive, Raleigh, NC 27615 (owner)

Phone Number: 919-847-1870 (owner); 919-669-7993 **Fax:** 919-324-1852 (owner)

Email Address: chandrikapatel553@yahoo.com (owner); FRANK@DERONJA.COM (agent)

APPLICANT INFORMATION

Applicant: Rea Ventures Group LLC

Mailing Address: 2964 Peachtree RD NW Atlanta GA 30305 SUITE 200

Phone Number: 404 250 4093 **Fax:** 404 250 4091

Contact Person: Matt Monroe or Sean Brady

Email Address: mattmonroe@reaventures.com; seanbrady@reaventures.com

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

The following items must accompany a Conditional Use Permit (CUP) application.

To be completed by the applicant:			To be completed by staff:		
	Yes	N/A	Yes	No	N/A
1. A pre-application conference was held with Town of Clayton staff. Date: 01.10.2017	☒	☐			
2. Review Fee ($400) and Application Fee ($100)	☒	☐			
3. Completed application (9 copies)	☒	☐			
4. Owner's Consent Form (9 copies)	☒	☐			
5. Adjacent property owners list (9 copies)	☒	☐			
6. Wastewater allocation request OR verification of wastewater allocation (9 copies)	☒	☐			
7. Signed and sealed traffic impact analysis (2 copies)	☐	☒			
8. If applicant is concurrently applying for site plan approval, a copy of the proposed site plan.	☒	☐			
9. Neighborhood meeting notice letter (9 copies) *See sample letter and meeting requirements included in this packet*	May be provided at time of submittal if meeting date is known – otherwise must be submitted by email or mail on date the letter is mailed out.				
10. Set of stamped, addressed envelopes using the adjacent property owners list	May be provided at time of submittal OR no later than 25 days prior to the Town Council meeting.				
11. Neighborhood meeting summary form (9 copies) *Form is included in this packet*	Must be submitted after neighborhood meeting is held and at least 10 days prior to Planning Board meeting.				

Note: More information may be requested by the Planning Department depending on the project

REQUIRED FINDINGS OF FACT

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

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

   See attached.

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

   See attached.

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

   See attached.

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

   See attached.

EXPLANATION OF PROJECT

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

Please see attached.

APPLICANT AFFIDAVIT

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

MATTHEW MONROE		01-31-2017
Print Name	***Signature of Applicant***	***Date***

Special Use Permit Application Narrative
Address: 12282 U.S. Highway 70 Business, Clayton, NC 27520
Parcel: 05G01200D

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

The development location and design will not endanger public health or safety. Rather, it is located in a site well suited for apartment development and will be designed to maximize public health and safety.

The proposed location represents an ideal site for multi-family development. Being located directly on a major divided highway, Highway 70 Business, rather than a smaller side street, the site exits onto a highway of sufficient capacity to handle the additional traffic volume and would not congest side roads. The highway is divided with no median break near the site, forcing a safer traffic pattern of right-in / right-out travel that avoids conflicting directions of travel and the resulting accidents. The site entrance will also construct a median to further separate traffic flows and acceleration/deceleration lanes will be created to allow safe entry and exit from the site. This location on a high capacity, divided highway provides maximum safety benefits to future residents and surrounding land users.

The application design a small multi-family development (72 units or less) with sole access to and from Highway 70 Business, a major east-west divided highway leading to Raleigh that is more than sufficient in capacity to handle the anticipated traffic. The projected increase in traffic, at 46 trips during peak hour, is less than half the 100 vehicles during peak hour threshold, per the attached engineer letter, and therefore a traffic study is not needed due to the relatively minimal additional traffic generated (**Attachment 1-1**). Access would be exclusively right-in, right-out with no median break accessible to the site entrance keeping travel route conflicts to a minimum. However, future access connection points are provided to accommodate future development to the east and west of the site.

According to Community Guide to Development Impact Analysis, published by Mary Edwards at the Wisconsin Land Use Research Program in March 2000, apartments generate half the traffic per unit of single family housing (**Attachment 1-2**). Apartments also generate less traffic than most office or institutional uses currently permitted in the O-I zoning, such as the adjacent child care centers and medical offices.

The following table uses the traffic factors outlined in the Mary Edward report to show the different traffic impacts associated with the proposed development versus other potential uses such as single family residential or commercial uses in B-2H zoning.

Table 1 - Traffic Impact Analysis Comparison

Land Use	Rate	Unit	Traffic Estimate	
Apartments - 72 units	0.41	per dwelling unit	29.5	AM Peak Hour
Single Family - 72 units	0.75	per dwelling unit	54.0	AM Peak Hour
			Traffic Estimate	
Day Care Center (permitted in O-I) – 10,000 SF	13.5	per 1,000 GFA	135.0	AM Peak Hour
Medical/Dental Office (permitted in O-I) - 10,000 SF	3.6	per 1,000 GLA	36.0	AM Peak Hour

			Traffic Estimate	
Apartments - 72 units	6.63	per dwelling unit	477.3	Average Daily Traffic
Single Family - 72 units	9.55	per dwelling unit	687.6	Average Daily Traffic
			Traffic Estimate	
Day Care Center (permitted in O-I) – 10,000 SF	79.26	per 1,000 GFA	792.7	Average Daily Traffic
Medical/Dental Office (permitted in O-I) - 10,000 SF	36.13	per 1,000 GLA	361.3	Average Daily Traffic

Source: "Community Guide to Development Impact Analysis" by Mary M. Edwards. March 2000. Wisconsin Land Use Research Program.

As is shown in Table 1 above, 72 apartments would generate about half the traffic of 72 single family homes for both AM peak hour and average daily traffic volumes. The proposed development would also generate less traffic than other permitted O-I commercial uses like the adjacent day care centers or office/medical facilities.

The development would not generate any odors, fumes, or noises that would discourage any type of future development. Storm water will be controlled on site through an appropriately sized detention pond to control water release. The playground and detention areas would be fenced for the safety of children and adult residents.

Speed humps and striped pedestrian crossing areas will ensure slow and safe vehicular and pedestrian movement within the development. The community center, which includes the management office, will be next to the site entrance to monitor the entrance to the site. Management will include one full time manager and a maintenance technician. In addition to the on site property manager, regional property managers provide routine oversight and visit sites once a month. The buildings would also be fully sprinkled to maximize fire protection.

Location of a multi-family development is most appropriate directly on a high capacity corridor, such as is proposed, where the existing transportation and utility infrastructure can handle the development rather than on a smaller side road where the additional trip volume or utilities may not be able to handle the additional loads.

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

Our site plan and engineering plans are developed in accordance with all requirements pursuant to Article 7, Section 155.706 of the Unified Development Code. Our site plan incorporates:

1. 72 units in 1 building with two 2-hr firewalls;
2. 149 parking spaces;
3. Building setbacks of 30ft/30ft/20ft/20ft are achieved (as required);
4. Minimum lot area is above minimum required 6,000 square;
5. 51% impervious coverage (maximum 75% allowed) and 14.96% building coverage
6. 25' drive isles and 25' turning radii;
7. 19' parking spaces (FOC to Drive Isle) and Parking bumpers to prevent parked vehicles from impeding on pedestrian walkways;
8. 5' sidewalks;
9. Landscape islands every 10 spaces;
10. Screened AC compressor and dumpster locations;
11. 2 dumpsters and 1 recycling area.

The code requirements in comparison to the design provided is summarized below in Table 2.

Table 2 – Design vs. Code Requirements

O-I Zoning	Lot Standards		Minimum Setbacks			Building Standards				
	Min. Lot Area (sq.ft.)	Min. Lot Width (ft.)	Public Water & Sewer	Street /Front (Max.)	Side Interior (abutting residential)	Side Street	Rear (abutting residential)	Max Building Height (ft.)	Max Building Coverage	Max Impervious Coverage
Code Required	6,000	60	Required	30	10 (30)	20	20 (30)	60	50%	75%
Design Achieved	215,142	240.63	Elphick Properties LLC	30	30	20	20	55	14.96%	51%

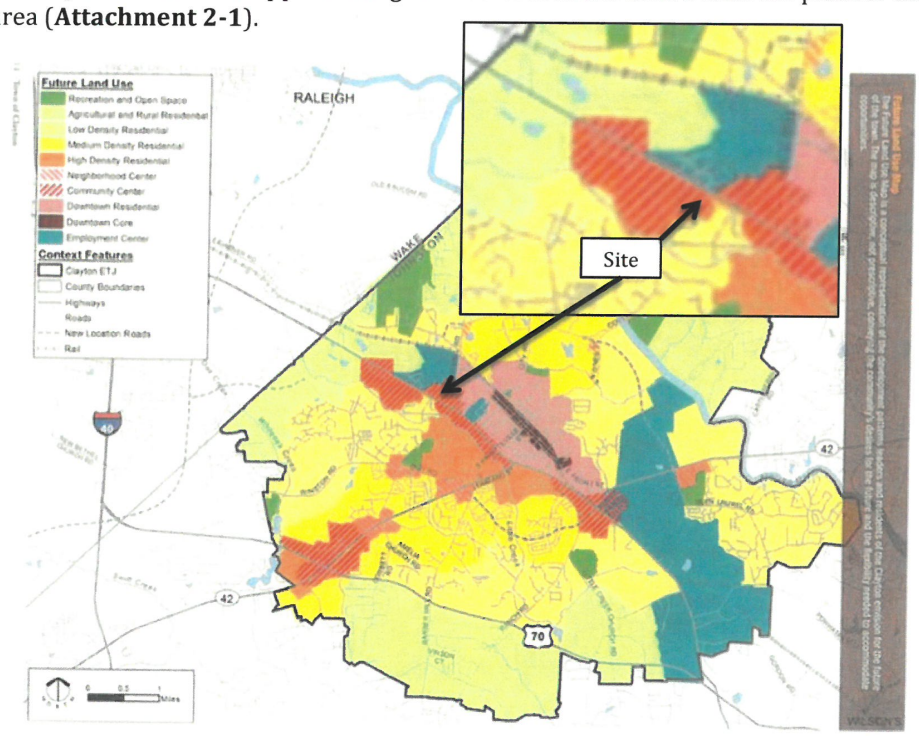
There is a wetland area that was identified at the back of the site through field reconnaissance. It does not appear on any National Wetlands Inventory mapping. However, this portion of the site (approximately 36,000 square feet) would remain undisturbed and development would not impact this area.

We have also developed these plans in consultation with the Clayton Planning department regarding best practices for our design. We have refined 4 iterations and the current site plan presented today is the one the planning staff indicated they preferred above all others. This plan minimized any "hammer head" (dead end)

parking except where necessary to allow for future cross-parcel connectivity to the west and created an internal driveway loop to maximize circulation within the development. Elimination of dead ends will improve traffic circulation for residents as well as any emergency vehicles.

Additionally, should a future road connection be possible with the Wake Med Group (onto Medical Park Place) this connection could be made through the elimination of 2 to 3 parking spaces along the NW border of the site. Currently we are showing slightly more than a 2:1 parking ratio so the loss of 3 spaces would still allow us to reach a sufficient parking standard.

The development site is zoned O-I, a use which already allows apartments as a special use with approval of the requested special use permit. The proposed development location supports the goals set forth in the future land use plan for this area (**Attachment 2-1**).



Per the land use plan, the site is located at the confluence among several character areas - Employment Center (EC); Community Center (CC); and High Density Residential (HDR). The development site serves as the transition zone between the developed Employment Center to the west and the undeveloped High Density Residential land to the east. Apartments are a special use allowed within the existing Office-Institutional (O-I) zoning, although apartments always require approval of special use permit in Clatyon.

According to the land use plan, HDR areas provides for housing in close proximity to major transportation corridors, adjacent to commercial uses, and already served by public water and sewer as is the development site. Community Center allows for multi-family housing as a mix of uses, which certainly exist in the surrounding area. Employment Center focuses on office, medical, industrial, and warehouse development.

Precedent exists for approval of apartments in this same Community Center and High Density Residential Area as evidenced by the adjacent Stallings Mill apartments now under construction. The HDR areas located adjacent to commercial uses are considered transitional areas within the land use plan. This transitional use allows "opportunities for slighter higher-density development then other residential categories" (page 16). The site is also immediately adjacent to an area designated in the future land use plan for High Density Residential and, as previously noted in the response to Question 1 above, it is an ideal location for multi-family development with direct access onto a high capacity divided highway and in close proximity to a number of services and amenities.

Based on the location in a transition area adjacent to a HDR high density residential zone and the existing zoning of O-I, which allows multi-family with issuance of a special use permit, the development site is in accordance with the future land use plan.

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

The proposed apartment development would represent an estimated $11.4 million development, use high-quality exterior finishes (brick and cementitious siding), and have full-time, on-site professional property management and maintenance staff. Several examples of applicant's previous developments similar to the proposed apartment complex are attached (**Attachment 4-2**). The applicant proposes a well designed, well appointed, and well managed professional community that would be an asset to surrounding properties. The development would be similar to the adjacent Stallings Mill apartments now under construction.

While the applicant contemplates a IRS Section 42 workforce housing development, in the event applicant is unable to secure funding a future buyer may elect to build a market rate development of similar configuration as the two developments would be visually indistiguishable. Regardless, substantial evidence exists that a Section 42 apartment development has no negative effect on adjacent property values and, in fact, can improve adjacent values.

A commercial broker in Goldsboro, North Carolina was commissioned by the applicant on a prior rezoning effort in Kenly, North Carolina to evaluate the observed effects of similar workforce housing on adjacent property values (**Attachment 3-1**). His conclusion was that workforce housing had a positive effect on property values in the Goldsboro area.

A commercial appraiser in Gwinnett County, Georgia was separately commissioned by the applicant for a similar evaluation of workforce housing and concluded officially that there was no evidence of a negative effect on property values. Privately, the appraiser felt there was sufficient evidence to believe workforce housing actually had a positive effect of property values (**Attachment 3-2**).

Finally, the applicant has evaluated property values before and after completion of their developments in several locations and in different states using the free online services at www.zillow.com. None of the developments showed signs of a decrease in property values and, while values increased post-completion, this increase did not support a negative effect on property values from its workforce housing developments (**Attachment 3-3**).

The proposed development would not create a use or development pattern that would be detrimental to the use or development of adjacent properties. In fact, the development concept would allow for future cross-parcel access connection points. The development would encourage additional commercial development along the Highway 70 corridor by providing new customers. The development would not generate any odors, fumes, or noises that would discourage any type of future development. Location of a multi-family development is most appropriate directly on a high capacity corridor, such as is proposed and as is an encouraged use for HDR high density residential development, where the existing transportation and utility infrastructure can handle the development rather than on a smaller side road where the additional trip volume or utilities may not be able to handle the additional loads.

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

The development will not negatively impact adopted plans or policies of the Town. The site is zoned Office-Institutional (O-I), a use where apartments are already an allowed use with issuance of a special use permit. The design is in accordance with all other land ordinance requirements. The future land use plan also locates the site in a transition area between High Density Residential/Community Center and Employment Center, where higher residential densities are allowed. The parcels adjacent to the southeast boundary (parcels 05G01200E, 05G01199E, 05G01199H, 05G01050Z) are identified as High Density Residential and Community Center under the future land use plan. Our proposed multifamily development would be compatible with future development plans for this parcel, meeting the goals set forth in the land use plan.

Our development proposal will support Goal H1 from the Goals and Recommendations portion of the comprehensive plan by providing a "range of housing types" in an "area with closest proximity to services, amenities, and infrastructure." Our development will remain compatible with current apartment developments and future planned HDR/Community Center housing.

The town has recently approved another high-density multifamily development in close proximity to our proposed development site (parcel 05G02205C). Stallings Mill apartments, currently under construction, is identified in the same future land use category as the land adjacent to our parcel (HDR in a Community Center). The design of our development site and our facades will reach all best practice standards and will be comparable and complimentary to Stallings Mill apartments.

The exterior of the proposed development will be 100% masonry – consisting of a mixture of brick and cementitious siding (hardi plank or equivalent). Units will be well appointed with Energy Star appliances, ceiling fans, washer/dryer connections, patios/balconies, and exterior storage within each unit. A dedicated clubhouse will contain a fitness center, business center, laundry facility, postal facility, and community room area with exterior picnic areas and sitting areas located elsewhere on the premises. Architectural renderings of the proposed site plan and exterior elevations are provided in **Attachment 4-1**.

The property would be professionally managed by Boyd Management with full-time on-site management and maintenance staff. The developer, Rea Ventures Group, would also be the long-term owner of the planned development. Examples of comparable, prior multi-family communities developed and still owned by Rea Ventures are included in **Attachment 4-2**.

Explanation of Project

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

The proposed Abbington Forest is a new construction garden-style apartment development located at the intersection of Medical Park Place and Highway 70.

The development will be situated in an appealing setting surrounded by a strong mix of retail, multi-family, and residential land uses and directly on the major west-east highway (U.S. Highway 70) connecting Clayton to Raleigh. Several large retail centers are located within a mile of the site along U.S. Highway 70. In addition, our tenants will have access to the many services provided within the adjacent Medical Park Place development which includes health care, dentist, and child care services.

The development will contain 72 multi-family units and a community building. Units will consist of garden style apartments in one three-story building with one non-residential community building.

Building exterior facades will be comprised of brick and fiber cement siding. Buildings are aligned with significant setbacks from Highway 70 and vegetative buffers along the east and west site boundary. Ample green space locations around the site perimeter also provides safe recreation areas for the residents, in addition to an undisturbed area containing field-identified wetlands at the rear of the site (less than 1 acre). For noise and safety, the residential building will be set back from Highway 70 by approximately 120 feet. This provides an ample buffer of greenspace and vegetation to shield from the highway.

As a land use allowed under O-I by special use permit, and in a location described as a transition area between High Density Residential/Community Center and Employment Center where higher density residential is encouraged as a transitional use in the future land use plan, the development is an appropriate use in the proposed location. Further, the proposed design complied with the Town's design requirements and would be compatible with and complimentary to recent developments currently under construction in close proximity to our site.

Special Use Permit Application Narrative
Address: 12282 U.S. Highway 70 Business, Clayton, NC 27520
Parcel: 05G01200D

Attachment 1-1: Engineer's Letter on Traffic Impact

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

April 17, 2017

STAFF REPORT

Application Number: 2017-08-SUP
Project Name: Abbington Forest Apartments Special Use Permit

NC PIN / Tag #: 165910-26-9035/05G01200D
Overlay: Thorough Fare Overlay
Applicant: ReaVentures
Owner: Omkrishna LLC
Location: Off of U.S HWY 70 BUS, adjacent to Medical Park Place

Public Noticing:

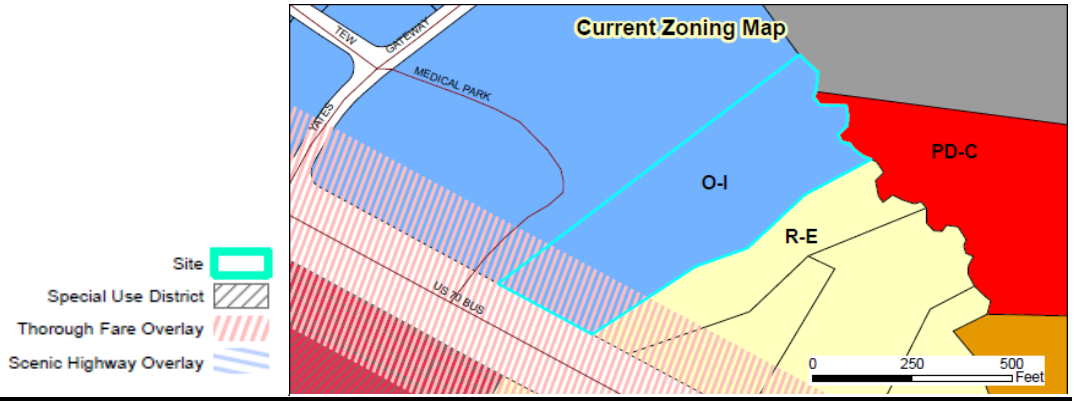
- Neighborhood meeting February 15, 2017
- Sign posted March 17, 2017
- Adjacent property letters mailed prior to April 20, 2017
- Newspaper ad published April 19, 2017 and April 26, 2017

REQUEST: The applicant is requesting a special use permit to allow the use of multi-family apartments to be located on the subject property, which is zoned O-I

SITE DATA:
Acreage: 4.94 acres
Existing Use: Vacant

ADJACENT ZONING AND LAND USES:

Direction	Zoning	Existing Use
North	Mixed Zoning (O-I, PD-C & I-2)	Vacant and Warehousing
South	Highway Business Special Use District (B-3 SUD) & Residential Estate (R-E)	Single-Family Residence
East	Residential Estate (R-E)	Single-Family Residence
West	Office Institutional (O-I)	Medical Office & Vacant



DEVELOPMENT DATA:

Proposed Uses:	Apartments (72 units)
Buildings:	3 apartment buildings, 1 clubhouse
Number of stories:	3 stories, maximum building height of 55’
Impervious Surface:	49.2%
Required Parking:	141 spaces
Proposed Parking:	143 spaces
Access/Streets:	One driveway off US HWY 70 W, with two stub-outs to provide future connection(s) to adjacent properties

STAFF ANALYSIS:

Overview

The applicant is requesting a Special Use Permit to develop apartments on the subject property, which is zoned Office-Institutional (O-I). Per UDC requirements, any development of apartments within the O-I zoning district, must obtain a Special Use Permit in order to be permitted. The subject property is currently vacant, and is located off of US HWY 70 BUS W.

Per UDC requirements, concurrent with a request for a special use permit, an applicant shall submit a site plan for review and approval. A Major Site Plan application (2017-07-SP) was submitted to run concurrently with this project, but was postponed at Planning Board on March 27, 2017. At the time of the Planning Board meeting, the associated site plan did not meet all requirements of the UDC and the applicant still needed to address concerns of staff. The Planning Board decided to postpone the Major Site Plan application to be heard at the April 24, 2017 meeting in order to give the applicant time to make necessary revisions. Any approval of the associated Major Site Plan shall be contingent upon approval of this application.

Consistency with Adopted Plans:

- **Comprehensive Plan 2040**
  The future land use map designates this property as "Employment Center". While the proposed use is not what was envisioned within the future land use map, it is worth noting that the subject property does have land directly east that is designated as "Community Center", which is envisioned to include multi-family development. Due to the close proximity of the property to land designated "Community Center", staff considers this development generally consistent with the Comprehensive Plan 2040.

- **Unified Development Code**
  The proposed use is generally consistent with the Unified Development Code. However, Planning Board has not yet approved the associated site plan (2017-07-SP).

Associated Site Plan

The applicant is proposing to develop 72 apartment units on roughly 5 acres of land. The main driveway is proposed to be located off US HWY BUS 70 W. This access will be a right-in, right-out only. In order to accommodate future cross-access to adjacent properties, the applicant is also proposing two stub-outs within the development. The site plan includes three apartment buildings, as well as a clubhouse and amenities for residents.

When the associated site plan was first heard at Planning Board on March 27, it did not meet all requirements within the UDC. Staff also had concerns regarding several items including landscaping, proper dumpster configurations, mail kiosk location, and traffic study concurrence from NCDOT. The Planning Board postponed the major site plan until the April 24th meeting in order to provide the applicant time to make necessary revisions. Staff is currently working with the applicant to get these revisions finalized.

Mail Kiosks

The applicant obtained approval for the location of the mail kiosks from the Postmaster in an email dated March 24, 2017. This email has been included as an attachment to the staff report.

Dumpsters

The applicant is working with staff to find a centralized location for the development's dumpster and recycling units. Staff and the applicant have agreed to bi-weekly trash pick-up in order to ensure that there will not be an overflow of trash at the dumpster facility on-site.

Traffic Impact Analysis

VHB Engineering prepared the Traffic Impact Analysis dated March 17, 2017. The study concludes that the proposed development has a minimal impact on the nearby intersections, and that a 100-foot deceleration lane is necessary at the project entrance. Staff received concurrence from NCDOT on the recommendations in a letter dated March 27, 2017. This letter has been included as an attachment to the staff report.

Wastewater
The wastewater allocation requested is 20,285 gallons per day. This request includes the apartment units, as well as the clubhouse. The Public Works Director has reviewed this allocation request, and the request shall go to Town Council for final review.

FINDINGS
When considering a Special Use Permit application, the Town Council shall consider specific Findings of Fact. A Special Use failing to meet any of the Findings shall be deemed adverse to the public interest and shall not be approved. The applicant has addressed the Findings of Fact expressly established by Chapter 155.711(I) of the UDC, and these Findings are accepted as part of the completed application.

CONSIDERATIONS:

- The Town Council approves Special Use Permits.
- Planning Board recommended denial of the Special Use Permit (2017-08-SUP) during the March 27, 2017 Planning Board meeting.
- Planning Board postponed the associated Site Plan during their March 27 meeting. It is now scheduled to be heard at the April 24 Planning Board meeting.
- The site shall be governed by the associated Site Plan (2017-07-SP).

RECOMMENDATION:

On March 27, 2017, Planning Board recommended denial of the Special Use Permit 2017-08-SUP. Should Town Council approve the Special Use Permit, staff recommends the following Conditions of Approval be applied to this application:

1. An annexation petition for the property shall be submitted to the Town of Clayton.
2. All off-site roadway improvements recommended by the Traffic Study, NCDOT Congestion Management, NCDOT Division 4, and the Town shall be installed prior to the issuance of the certificate of occupancy that creates the demand for the improvement.
3. No utilities shall interfere with required landscape islands. The location of landscape islands shall be adjusted to ensure that no interference exists.
4. All dumpster enclosures shall be screened by landscaping utilizing evergreen shrubs that shall be maintained at a minimum height of at least 36” within two years of planting, pursuant to 155.402(G)(2)(c).
5. All parking rows shall terminate in a curbed landscaped island. All terminal islands shall include a minimum of one tree with a minimum caliper of 2.5”, pursuant to 155.402(D)(2)(b)(2).
6. All service areas shall be fully enclosed by opaque walls, gates, and/or fences at least eight feet high and shall be constructed of the same materials as the primary building.
7. Bi-weekly pick-up shall be required for all dumpsters in order to ensure there will be no issues with trash overflow at the dumpster locations.

ATTACHMENTS:

1) Application
2) Staff Report Map
3) Site Plan
4) Neighborhood Meeting Materials
5) Traffic Impact Analysis (Findings & Conclusions)
6) Wastewater Allocation Request
7) Postmaster Approval Email to Applicant
8) NCDOT Concurrence Letter

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

DELIVERY VIA EMAIL

March 27, 2017

David L. DeYoung, AICP
Planning Director - Town of Clayton
PO Box 879
Clayton, NC 27528

COUNTY: Johnston

SUBJECT: **TIA Review of Proposed Abbington Forest Development on US 70 Business**

Dear Mr. DeYoung,

Highway Division Four has reviewed Traffic Impact Analysis (TIA) for the subject development and concurs with the TIA analysis as submitted. That stated, we understand the developer has not been able to secure access to Medical Park Place adjacent to their development as it is a private street. I would like to emphasize that if access were able to be obtained by the developer to Medical Park Place, this would be the preferred alternative to the driveway on US 70 Business as currently presented.

This review should not be mistaken for approval of the driveway permit, design/construction plans for driveway access and roadway improvements, or final plat. A driveway permit must be obtained prior to construction. All design aspects of any submitted plans shall comply with current NCDOT Standard Specifications for Roads and Structures and Policy on Street and Driveway Access to North Carolina Highways.

Feel free to contact me if you have any additional questions.

Sincerely,

DocuSigned by:
6C10249A6B37469...

Jiles P. Harrell, PE
District Engineer

cc: Tim Little, PE - Division Engineer
Andy Brown, PE - Division Traffic Engineer
Lyle Overcash, PE – VHB Engineering
Driveway Permit File

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS | DIV. 4 DIST. 3
2671 US 70 WEST
GOLDSBORO, NC 27530

Telephone: (919) 739-5300
Fax: (919) 731-2017
Customer Service: 1-877-368-4968
Website: www.ncdot.gov

Location:
2671 US 70 WEST
GOLDSBORO, NC 26730

Subject: RE: Mail Kiosk location
Date: Friday, March 24, 2017 at 3:56:14 PM Eastern Daylight Time
From: Shires, Rebecca - Clayton, NC
To: Sean Brady
Attachments: image001.png, image002.png, image003.png

Sean,
The location is fine for the mail Kiosk but I will need more information on the number of parcel lockers that will be installed. Please keep me updated on the progress of the development and I will get it entered into our data base.

Rebecca Shires
Postmaster
Clayton NC 27520-9998
919-553-1867

From: Sean Brady [mailto:seanbrady@reaventures.com]
Sent: Friday, March 24, 2017 1:44 PM
To: Shires, Rebecca - Clayton, NC
Cc: Matt Monroe; David Thompson
Subject: Re: Mail Kiosk location
Importance: High

Ms. Shires,

Thanks for taking a look and getting back to us today on the mail kiosk location for our planned apartment development (Abbington Forest) at approximately 12282 US Highway 70 Business, Clayton, NC 27520. Our site is 5 acres between Medical Park Place (to the west) and Stallings Mill Apartments (to the east) on the north side of Highway 70. Our full site plan and kiosk detail is attached. Our response from the architect on the mail kiosk design is also pasted below and a detail of the product is attached. The City wanted us to confirm in writing with you that our mail kiosk location (freestanding in the middle of the development at Building 200) is acceptable to you. Email back is fine. If you need any other information, feel free to give me a call on my cell phone (678-591-7002).

Sean M. Brady
Rea Ventures Group, LLC
We have moved
Please note our new Suite #
2964 Peachtree Road NW, Suite 200
Atlanta, GA 30305
E-mail: seanbrady@reaventures.com
Direct: (404) 250-4093, ext. 704
Cell: (678) 591-7002
Fax: (404) 250-4091
www.reaventures.com

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

Wastewater Allocation Request

The Town of Clayton, in an effort to manage and maintain the sewer and water capacity for the Town, requires that this application be completed and submitted to the Town for consideration of a utility allocation.

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

SITE INFORMATION

Name of Project: ABBINGTON FOREST **Acreage of Property:** 4.939
County Tag Number: 05G01200D **NC PIN:** 165910-26-9035
Address/Location: SE CORNER OF MEDICAL PARK PLACE AND HWY 70

Zoning District: O-I
Town Limits / ETJ: ☐ Town Limits ☑ ETJ (Extra-Territorial Jurisdiction)

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

Applicant: VALOR ENGINEERING
Mailing Address: 215 Boone Heights Dr., Ste. 107 Boone, NC 28607
Phone Number: 828.262.9807 **Fax:**
Contact Person: JASON GASTON, P.E.
Email Address: jason@valorengineering.com

PROPERTY OWNER INFORMATION

Name: OWNER: OMKRISHNA LLC (AGENT: FRANK DERONJA)
Mailing Address: OWNER: 8501 STONEGATE DR RALEIGH, NC 27615-2323 /// AGENT: 14 E. PEACE STREET RALEIGH NC 27604
Phone Number: OWNER: (919)847-1870 /// AGENT: 919-669-7993 **Fax:** OWNER: (919)324-1852
Email Address: OWNER: chandrikapatel553@yahoo.com /// AGENT: FRANK@DERONJA.COM

FOR OFFICE USE ONLY

Date Received: FEB 01 2017 File Number: _____ Associated Project Number: _____

PROJECT INFORMATION

Use: ☑ **New** ☐ **Expanded** ☐ **Change** **Use Type:** ☑ **Residential** ☐ **Non-Residential**

Proposed Use(s): APARTMENTS **Existing Use(s):** VACANT LAND-UNDEVELOPED

Invoice shall be mailed to the following:

Developer Name: REA VENTURES GROUP, LLC

Mailing Address: 2964 PEACHTREE RD NW, SUITE 200, ATLANTA GA 30305

Phone Number: 404 250 4093 x709 **Fax Number:** 404 250 4091

Email Address: MATTMONROE@REAVENTURES.COM

ALLOCATION REQUEST

- *Use additional sheets if necessary.*
- *Provide any documentation supporting/justifying the request as an attachment.*
- *If a phasing / take-down schedule is proposed, include as an attachment.*

Residential:

Gross Acreage: See attached Calculations

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

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

Non-Residential: ***(Design Flow Guideline provided as Appendix A)****

**If design flow deviates from the flow rates presented in Appendix A, provide supporting documentation/justification as an attachment in the form of 12 months of water bills demonstrating gallons per day utilized.*

Gross Acreage: See attached Calculations

Use	Measurement Unit	# of Units	GPD per Unit	Total Requested GPD
Total			------	

TOTAL REQUESTED GALLONS PER DAY: See attached Calculations

NOTE TO APPLICANT:

Invoicing:
Invoices are generated on the following schedule:

Non-Residential:
Generated with the application for a Zoning Compliance Permit.

Residential:
Multi-Family / Apartments:
Generated with the application for a Zoning Compliance Permit.

Subdivision / Subdivided Lots:
Generated at Final Plat submittal.

Fee Development:
Development Fees are calculated and invoiced based on the Town of Clayton adopted Comprehensive List of Fees and Charges. Invoiced fees include acreage fees, capacity fees, nutrient offset fees, recreation fees, fees-in-lieu, and electric department lot deposit. Please speak with Town staff with questions.

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

APPLICANT AFFIDAVIT

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

Jason Gaston		1/30/17
Print Name	*Signature of Applicant*	*Date*

Engineer Seal:

NORTH CAROLINA PROFESSIONAL SEAL 035233 ENGINEER JASON GASTON

TOWN OF CLAYTON OFFICE USE ONLY:

Approved by: ☐ Town Manager

☐ Town Council (*requests of 10,000 GPD or more require Council approval by resolution)*

The **Town Manager / Town Council (circle one)** has authorized the allocation of _____

gallons per day for project # _____.

Date of Approval: _____

Signed:

_____

Town Manager

If approved by Town Council:
Attach a copy of the resolution and any associated documentation.

Clayton Multifamily Wastewater Flow Calculations

Multifamily Unit Type	# of Units	GPD per Unit	Unit Type	Total Requested GPD
1-2 BR Unit	48	240	MF	11,520
3 BR Unit	24	360	MF	8,640
			Average Daily Flow (gallons per day)	**20,160**

From 15A NCAC 02T .0114:

In determining the volume of sewage from dwelling units , the flow rate shall be 120 gallons per day per bedroom. The minimum volume of sewage from each dwelling unit shall be 240 gallons per day and each additional bedroom above two bedrooms shall increase the volume by 120 gallons per day. Each bedroom or any other room or addition that can reasonably be expected to function as a bedroom shall be considered a bedroom for design purposes. When the occupancy of a dwelling unit exceeds two persons per bedroom, the volume of sewage shall be determined by the maximum occupancy at a rate of 60 gallons per person per day.

Non-Residential Use for Clubhouse

Use	Measurement Unit	# of Units	GPD per Unit	Total Requested GPD
General Business and Office Facilities (Clubhouse)	Employee per shift	5	25	125
			Non-Residential Average Daily Flow (gallons per day)	**125**

TOTAL REQUESTED GALLONS PER DAY: 20,285

Stewart, Martin & McCoy
Appraisal · Brokerage · Consulting

3604 Shannon Road, Suite 103
Durham, NC 27707
Office (919) 425-5856
www.stewart-martin.com

4/25/2017

Mr. Sean Brady
Rea Ventures Group. LLP
2964 Peachtree Road, NW, Suite 200
Atlanta, Ga 30305

Re: Market Study
Special Use Permit- 72 apartments
12282 US highway 70 Business
Clayton, NC 27520

Dear Mr. Brady,

Per your request, I have inspected your proposed site, and surrounding area. Visited four income restricted apartment complexes and surrounding communities in Johnson County, and completed two market studies based on sales data of single family homes near these complexes.

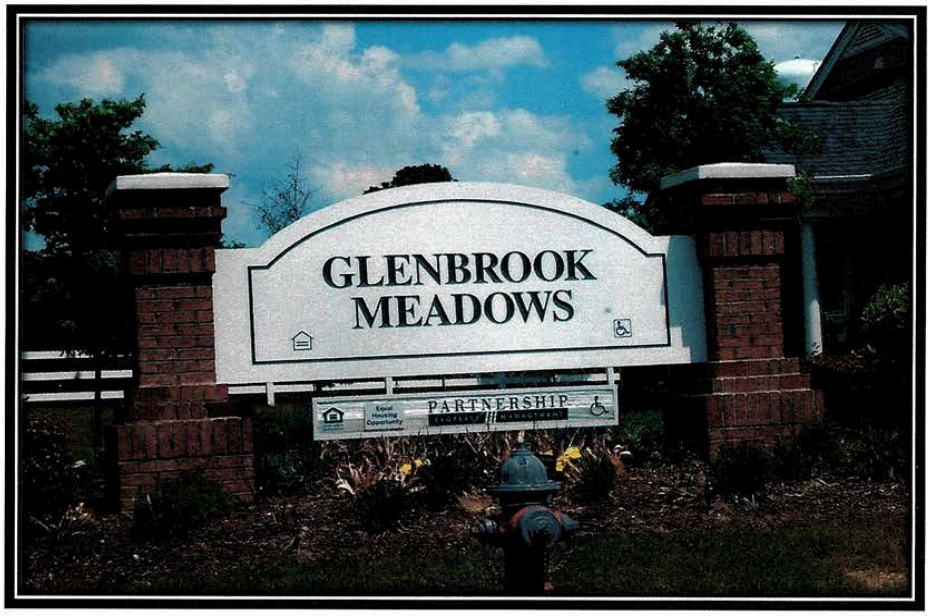
The analysis, results and conclusions of my findings are outlined in detail on the enclosed report.

This study is subject to the enclosed certification. Thank you for the opportunity to assist you and your team on this project. Please call or email if you have any questions.

Sincerely,

I. Jarvis Martin, SRA
State Certified General Appraiser
NC #1575

Study 1 – Glenbrook Apartments



2

Market Study- 72 apartments- Section 42 Income- restricted tax credits

12282 US Highway 70 Business Clayton, NC 27520

The following restricted income apartment units were inspected and the immediate surrounding community was analyzed to determine if the market activity in terms of demand for homes, sales price, days on market and list price/ sales price ratio had been impacted by the construction and operation of these apartment units. Sales activity of homes in close proximity to the apartment complex will be analyzed and compared to the sales activity of similar homes further away from the apartment complex to see if there is any major market different in sales price, demand, days on market and list price/sales price ratios.

The apartment complexes at 295 Glen Rd Garner, NC (GlenBrook) a 54 unit family development and the Rivenwood Haven complex at 238 Pritchard Road Clayton, NC a 60 unit elderly complex with be the bases of my study.

The apartment complex (Lions Springs) 48 unit elderly at 320 Shotwell Road Clayton, NC and the family 88 unit apartment complex at 401 Lainey Street were visited and analyzed. Both of these complexes are located in areas were the closes adjoining properties were commercial businesses. No market data was available on these surrounding properties.

The details of the Study 1- GlenBrook & Study 2- Rivenwood is as followers:

Market Study 1

Glen Road **Townhomes**

Market Study 1- Glenbrook Apartments

295 Glen Road Garner, NC.

This is a 54 unit income- restricted development funded in 2011. Glen Road townhomes is approximately ¼ mile west of these units. The MLS reported sales for this development was researched and analyzed for the past five years. The enclosed print out show number of sales, sales price, days on market, and list price/ sales price ratio.

This data is compared to similar townhome units from the Cleveland Springs development for the same period of time. These town homes are located within this same market area but further away from the Glenbrook Apartment complex. Number of sales, sales price, days on market & list price/sales price ratios are compared.

A second group of sales of detached single family homes from the Cleveland Springs & Summerwind Plantation are included. Some of the homes in this development are within view of the Glenbrook Apartments. These sales are analyzed for number of sales, sales price, days on market and list price/ sales price ratio.

Summary of data- Per the printed data included, the areas of comparison are all within a reasonable range for all three sales groups. The Glen Road townhouse closes to the GlenBrook Apartments show no adverse impact in terms of the number of units, sales price, days on market and list price/sales price ratio.

Search Results Summary -11 Listings

	Beds	Baths	SqFt	LP	LP/SqFt	SP	SP/SqFt	SP/LP	DOM
1 Active Listings									
High	2	3	1320	$125,900	$95	$0	$0	0%	2
Low	2	3	1320	$125,900	$95	$0	$0	0%	2
Avg	2	3	1320	$125,900	$95	$0	$0	0%	2
Med	2	3	1320	$125,900	$95	$0	$0	0%	2
10 Sold Listings									
High	2	3	1336	$119,900	$94	$119,500	$92	109%	174
Low	2	3	1280	$82,500	$62	$90,000	$67	96%	0
Avg	2	3	1311	$112,830	$86	$112,420	$86	99%	78
Med	2	3	1321	$114,950	$89	$114,950	$88	99%	71
11 Total Listings									
High	2	3	1336	$125,900	$95	$119,500	$92	109%	174
Low	2	3	1280	$82,500	$62	$0	$0	0%	0
Avg	2	3	1312	$114,018	$87	$112,420	$86	99%	70
Med	2	3	1320	$115,000	$89	$114,950	$88	99%	69

MLS # 2123745 **Status** ACTIVE

705 Glen Road
Unit # 107 **Lot Number** B5
Garner
NC
Zip 27529
Subdivision Glen Road Townhomes
Neighborhood
SubArea 325 - Johnston County/N
Listing Type Exclusive Right
Listings Service Other
Variable Rate No
Prospect Exempt No

List Price $125,900
Sold Price
DOM **2**
CDOM **2**
Possession **At Time Of Closing**
Contract Date
Due Diligence Exp Date
Closing Date
Financial Concessions

Remarks

Remarks Move in ready! This fantastic & open floorplan features new carpet and paint*Large living room with fireplace & gas logs*Open kitchen with lots of tall cabinets, pantry, and stainless steel fridge*Spacious master suite with sitting area & cathedral ceiling* Master bath w/ dual vanity & garden tub/shower*Large 2nd bedroom*Enjoy the outdoors on your private patio & privacy fenced lot*Attached storage room*Conveniently located near dining, shopping, parks, Hwy 42, & I40. Come see today!

Agent Remarks Earnest money to be held by closing attorney.

Directions

I-40E to Exit 312, Right on Hwy. 42, Right on Cleveland School Rd, Right on Glen Road, Glen Road Townhomes on Right. Unit 107

Schools

ElemSch1 Johnston - West View
MidSch1 Johnston - Cleveland
HighSch1 Johnston - Cleveland
ElemSch2
MidSch2
HighSch2

Measurements and Rooms

Approximate Acres 0.020 0-.25 Acres
Lot Dimensions see gis

Living Area Above Grade 1,320
Living Area Below Grade 0
Total Living Area SqFt 1,320
Detached Living Area SqFt

Other Area Above Grade 0
Other Area Below Grade 0
Total Other Area SqFt 0

Bedrooms 2 **Full Baths** 2
# of Rooms 5 **Half Baths** 1

MBedFloor Second
Bedroom 2 Floor Second
Bedroom 3 Floor
Bedroom 4 Floor
Bedroom 5 Floor
Entrance Hall Floor
Living Room Floor Main
Family Room Floor
Office/Study Floor
Bonus Room Floor
Kitchen Floor Main
BRoomFloor
Dining Room Floor Main
Utility Room Floor Second

Basement No
Garage 0
Garage Floor
Carport Floor
Storage Floor
Porch Floor
Patio Floor Main
Deck Floor
Screened Porch Floor

General Information

Builder Name

New Construction No
Framed
Year Built 2004
Est Fin Year
Est Fin Month
Zoning
Active Adult Community

Seller Name
Ownership Type Townhouse
Ownership 1+ year(s)
Primary Residence
Property Leased No
Lease Expires
Oil/Gas Rights Severed?

Public Records/Tax

Legal Description LT B5 GLEN RD TWNHMS 64/5
Tax Map/Blk/Prcl/Lot
PIN # 162700-66-3125
Inside City No
City Limits Of
Tax Value $121,040.00
Tax Rate 0.86000
Last Tax Bill

Financing

Financing Cash, Conventional, FHA, New Needed, USDA, VA
Financial Comments New needed. Provide prequal letter with offer.

Home Owner Association

HOA 1 Mgmt Trademark Association
HOA Phone
HOA 1 Fees Required Yes
HOA 1 Fees $ $250.25
HOA 1 Fee Payment Quarterly
HOA 2 Mgmt
HOA 2 Fees Required
HOA 2 Fees $ $0.00
HOA 2 Fee Payment
Total HOA Dues
Restrictive Covenants Yes
HO Fees Include Garbage Pickup, HO Association, Maint Com. Area, Maint. Grnd

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Features

A/C Central Air
Attic Description Skuttle
Bath Features Bath/Tub, Tub/Shower
Construction Type Site Built
Design 2 Story
Equipment/Appliances Dishwasher, Electric Range, Microwave, Refrigerator
Exterior Features Patio
Exterior Finish Vinyl Ext

Fireplace 1
Fireplace Description Gas Logs, In Living Room, LP Gas
Flooring Carpet, Vinyl Floor
Foundation Slab
Fuel Heat Electric Fuel
Garage 0
Green Bldg HERS Rating
Green Cert. Uploaded
Heating Forced Air
Interior Features 9 Ft Ceiling, Cathedral Ceiling, Ceiling Fan, Pantry, Walk in Closet

Parking Assigned Spaces
Property Type Attached
Property Description Townhouse
Roof Shingle
Style Traditional, Transitional
Washer Dryer Location 2nd Floor, Closet, Hall
Water Heater Electric WH
Water/Sewer County Sewer, County Water
Waterfront Access
Waterfront Type
Water Body Name
Approx Ft of Wtr Frontage

Listing Agent Information

List Agent - License ID 242956
List Agent - Agent Name and Phone Megan Page - PrfPh: 919-427-0145
List Agent - E-mail realtormeganpage@gmail.com
Listing Office - Firm License
Listing Office - Office Name and Phone Southern Realty Group - OFC: 919-795-6100
Co-Agent - Agent Name and Phone

Showing Information

Coming Soon? ShwExptoBe
Appointment Phone 919-595-8989
Hours Notice for Showing
Showing Instructions Combo LB, No Sign

Compensation

Commission to Buyer Agent 2.5 %
Commission to Sub Agent 0 $

Selling/Closing Information

Selling Agent - License ID
Selling Office - Firm License

Sold Price
Sold Price/List Price
Sold Price/Sqft

Contract Date
Due Diligence Exp Date
Closing Date

Contingent Addendum
Financial Concessions
Other Concessions
Selling Information
Terms of Sale

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Cleveland Springs Townhomes

Search Results Summary -22 Listings

	Beds	Baths	SqFt	LP	LP/SqFt	SP	SP/SqFt	SP/LP	DOM
22 Sold Listings									
High	3	3	1600	$169,900	$107	$165,000	$109	108%	152
Low	2	2	1493	$119,900	$75	$119,900	$75	95%	0
Avg	2.91	2.95	1590	$141,211	$89	$141,735	$89	100%	55
Med	3	3	1594	$137,400	$87	$137,158	$87	100%	36
22 Total Listings									
High	3	3	1600	$169,900	$107	$165,000	$109	108%	152
Low	2	2	1493	$119,900	$75	$119,900	$75	95%	0
Avg	2.91	2.95	1590	$141,211	$89	$141,735	$89	100%	55
Med	3	3	1594	$137,400	$87	$137,158	$87	100%	36

MLS # 2016844 **Status** CLOSED

340 Reunion Court
Unit # **Lot Number** 1
Garner
NC
Zip 27529
Subdivision Cleveland Springs
Neighborhood
SubArea 325 - Johnston County/N
Listing Type Exclusive Right
Listings Service Other
Variable Rate No
Prospect Exempt No

List Price $164,235
Sold Price $163,255
DOM **0**
CDOM **0**
Possession **At Time Of Closing**
Contract Date **6/28/2015**
Due Diligence Exp Date
Closing Date **8/3/2015**
Financial Concessions **0**

Virtual Tour

Remarks

Remarks Come see why Dan Ryan Builders is the number one townhome builder in Raleigh! Building backs up to mature trees and is at the end of the street. Our Litchfield townhome end unit has granite counters, hardwood in the foyer , lovely cabinets and large breakfast nook. Huge master bedroom with additional sitting area. Lots of room to spare! Two additional bedrooms will easily accommodate larger beds or make a great study!

Agent Remarks

Directions

I-40 to exit 312 towards Fuquay-Varina. Continue on NC Hwy 42 and Turn right onto Cleveland Rd. (by Walgreens). Turn right onto Cleveland Springs Dr. Left turn onto Reunion Ct.

Schools

ElemSch1 Johnston - West View
MidSch1 Johnston - Cleveland
HighSch1 Johnston - Cleveland
ElemSch2
MidSch2
HighSch2

Measurements and Rooms

Approximate Acres 0.030 0-.25 Acres
Lot Dimensions 70' x 20'

Living Area Above Grade 1,598
Living Area Below Grade 0
Total Living Area SqFt 1,598
Detached Living Area SqFt

Other Area Above Grade 0
Other Area Below Grade 0
Total Other Area SqFt 0

Bedrooms 3 **Full Baths** 2
# of Rooms 6 **Half Baths** 1

MBedFloor
Bedroom 2 Floor
Bedroom 3 Floor
Bedroom 4 Floor
Bedroom 5 Floor
Entrance Hall Floor
Living Room Floor
Family Room Floor
Office/Study Floor
Bonus Room Floor
Kitchen Floor
BRoomFloor
Dining Room Floor
Utility Room Floor

Basement No
Garage 1
Garage Floor
Carport Floor
Storage Floor
Porch Floor
Patio Floor
Deck Floor
Screened Porch Floor

General Information

Builder Name

New Construction Yes
Framed Yes
Year Built 2015
Est Fin Year 2015
Est Fin Month June
Zoning
Active Adult Community

Seller Name Dan Ryan Builders
Ownership Type Townhouse
Ownership
Primary Residence
Property Leased No
Lease Expires
Oil/Gas Rights Severed?

Public Records/Tax

Legal Description The Village at Cleveland Springs, Lot 1
Tax Map/Blk/Prcl/Lot
PIN #
Inside City No
City Limits Of
Tax Value $0.00
Tax Rate 0.85000
Last Tax Bill

Financing

Financing Cash, Conventional, FHA, USDA
Financial Comments $2,500 in CC when using our preferred lender, Prime Lending.

Home Owner Association

HOA 1 Mgmt Charleston Mgmt.
HOA Phone 919-847-3003
HOA 1 Fees Required Yes
HOA 1 Fees $ $158.00
HOA 1 Fee Payment Quarterly
HOA 2 Mgmt
HOA 2 Fees Required Yes
HOA 2 Fees $ $119.00
HOA 2 Fee Payment Monthly
Total HOA Dues
Restrictive Covenants Yes
HO Fees Include HO Association, Maint Com. Area, Maint. Ext., Maint. Grnd, Pool

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Features

A/C Dual Zone A/C, A/C Age 0-3 Years
Construction Type Site Built
Design 2 Story
Exterior Finish Vinyl Ext

Fireplace 0
Fireplace Description No Fireplace
Flooring Carpet, Hardwood, Vinyl Floor
Foundation Slab
Fuel Heat Electric Fuel
Garage 1
Green Bldg HERS Rating
Green Cert. Uploaded
Heating Dual Zone Heat, Heat Pump, Heat Age 0-3 Yrs

Lot Description Landscaped
Parking Attached, DW/Concrete
Property Type Attached
Property Description Townhome End
Roof Shingle, Roof Age 0-5 Years
Style Traditional
Water Heater Electric WH, Water Htr Age 0-3 Yrs
Water/Sewer County Sewer, County Water
Waterfront Access
Waterfront Type
Water Body Name
Approx Ft of Wtr Frontage

Listing Agent Information

List Agent - License ID	278134
List Agent - Agent Name and Phone	Carla Brand - PrfPh: 919-349-7812
List Agent - E-mail	cbrand@danryanbuilders.com
Listing Office - Firm License	C22949
Listing Office - Office Name and Phone	Dan Ryan Builders North Carolina, LLC - OFC: 919-886-9653
Co-Agent - Agent Name and Phone	

Showing Information

Coming Soon? ShwExptoBe
Appointment Phone 919-595-8989
Hours Notice for Showing
Showing Instructions No Lock Box, Onsite Agent, Vacant

Compensation

Commission to Buyer Agent 2.5 %
Commission to Sub Agent no $

Selling/Closing Information

Selling Agent - License ID 282174 Carmen Hatcher - Home: 919-457-7959
Selling Office - Firm License C1232 Howard Perry & Walston Realtor - OFC: 919-467-1882

Sold Price $163,255
Sold Price/List Price 0.99
Sold Price/Sqft $102.16

Contract Date 6/28/2015
Due Diligence Exp Date
Closing Date 8/3/2015

Contingent Addendum
Financial Concessions 0
Other Concessions
Special Circumstances No Special Circumstances
Selling Information
Terms of Sale CASH

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Cleveland Springs & Summerwinds Plantations – Detached Homes

CLEVELAN

Search Results Summary -213 Listings

	Beds	Baths	SqFt	LP	LP/SqFt	SP	SP/SqFt	SP/LP	DOM
4 Active Listings									
High	4	3	2533	$259,000	$124	$0	$0	0%	33
Low	3	3	1767	$219,900	$101	$0	$0	0%	7
Avg	3.75	3	2235	$241,225	$109	$0	$0	0%	20
Med	4	3	2319	$243,000	$105	$0	$0	0%	21
195 Sold Listings									
High	4	4	3377	$276,946	$121	$276,946	$123	111%	379
Low	2	2	0	$129,900	$0	$125,000	$0	86%	0
Avg	3.74	3.04	2210	$206,821	$95	$206,973	$95	100%	89
Med	4	3	2186	$208,526	$95	$209,750	$95	100%	64
14 Pending Listings									
High	4	3	2484	$250,000	$123	$0	$0	0%	160
Low	3	3	1725	$208,478	$92	$0	$0	0%	0
Avg	3.71	3	2144	$229,172	$108	$0	$0	0%	28
Med	4	3	2177	$229,690	$105	$0	$0	0%	15
213 Total Listings									
High	4	4	3377	$276,946	$124	$276,946	$123	111%	379
Low	2	2	0	$129,900	$0	$0	$0	0%	0
Avg	3.74	3.03	2206	$208,936	$96	$206,973	$95	100%	84
Med	4	3	2186	$210,000	$96	$209,750	$95	100%	59

MLS # 2118017 Status PENDING

335 Marsh Creek Drive
Unit # **Lot Number** 39
Garner
NC
Zip 27529
Subdivision Summerwind Plantation
Neighborhood
SubArea 325 - Johnston County/N
Listing Type Exclusive Right
Listings Service Other
Variable Rate No
Prospect Exempt No

List Price $250,000
Sold Price
DOM 5
CDOM 5
Possession **Negotiable**
Contract Date **3/29/2017**
Due Diligence Exp Date **4/12/2017**
Closing Date **5/3/2017**
Financial Concessions

Virtual Tour

Remarks

Remarks The Biltmore Plan by H&H Home. Covered front porch, Huge family room with gas log fireplace. Granite counters in kitchen, tile backsplash and lrg island. 1st flr Master Suite, loft and 3 additional bdrms upstairs. Communities of pool, clubhouse, overflow parking and school bus stops across street. 6 mo's HOA pd with acceptable offer by seller. Easy access to I40, 42Hwy, I95, I70. Custom shelving in garage and mstr bedroom closet. Convenient to White Oak Shopping and downtown Raleigh. Huge fence yrd.

Agent Remarks EASY ACCESS TO I-40, HWY 42, HWY 70 AND THE CLAYTON BY-PASS. School bus stops across from home, club house can be used for children during inclement weather. Beautiful club house and pool within close walking distance (across the street) SELLER WILL PAY AN ADDITION 6 MONTHS OF HOA DUES WITH ACCEPTABLE OFFER. ADDITIONAL PICTURES TO BE ADDED THE FIRST OF NEXT WEEK!!

Directions

I40E to exit 312. Rt on 42, right on Glen Rd (at McDonald's), right on Summerwind Plantation Drive, left on Marsh Creek.

Schools

ElemSch1 Johnston - West View
MidSch1 Johnston - Cleveland
HighSch1 Johnston - Cleveland

ElemSch2
MidSch2
HighSch2

Measurements and Rooms

Approximate Acres 0.170 0-.25 Acres

Lot Dimensions 97x118x131x51

Living Area Above Grade 2,401
Living Area Below Grade 0
Total Living Area SqFt 2,401
Detached Living Area SqFt

Other Area Above Grade 0
Other Area Below Grade 0
Total Other Area SqFt 0

Bedrooms 4 **Full Baths** 2
# of Rooms 8 **Half Baths** 1

MBedFloor	Main	16.2x13
Bedroom 2 Floor	Second	15.4x11.2
Bedroom 3 Floor	Second	12.4x11.8
Bedroom 4 Floor	Second	16.0x10.8
Bedroom 5 Floor		
Entrance Hall Floor		
Living Room Floor		
Family Room Floor	Main	18.6x17.10
Office/Study Floor		
Bonus Room Floor		
Kitchen Floor	Main	10.8x13.8
BRoomFloor		
Dining Room Floor	Main	10.8x11.4
Utility Room Floor	Main	

Basement	No	
Garage	2	
Garage Floor	Main	20.4x19.2
Carport Floor		
Storage Floor		
Porch Floor	Main	16x6
Patio Floor		
Deck Floor		
Screened Porch Floor	Main	12x8
Loft		

General Information

Builder Name H&HHOMES

New Construction No
Framed
Year Built 2015
Est Fin Year
Est Fin Month
Zoning
Active Adult Community

Seller Name Scott & Rida Ringenbach
Ownership Type Other (SFH incl)
Ownership
Primary Residence Yes
Property Leased No
Lease Expires
Oil/Gas Rights Severed? No

Public Records/Tax

Legal Description LT 39 TRACE@SUMMERWIND PLNTN PH 1BSec2 80/442
Tax Map/Blk/Prcl/Lot
PIN # 06E02061E
Inside City No
Tax Value $225,240.00
Tax Rate 0.85000
Last Tax Bill

Financing

Assumption No Assumption
Financing Cash, Conventional, FHA, New Needed, VA
Financial Comments Please provide pre -approval letter or P.O.F. with offer

Home Owner Association

HOA 1 Mgmt Kohn-Ell
HOA Phone 919-856-1844
HOA 1 Fees Required Yes
HOA 1 Fees $ $45.00
HOA 1 Fee Payment Monthly
HOA 2 Mgmt
HOA 2 Fees Required
HOA 2 Fees $ $0.00
HOA 2 Fee Payment
Total HOA Dues
Restrictive Covenants Yes
HO Fees Include Area Lights, Garbage Pickup, HO Association, Maint Com. Area

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Features

A/C Central Air, Heat Pump, A/C Age 0-3 Years
Bath Features Tub/ Sep Shower, Tub/Shower
Construction Type Site Built
Design 1.5 Story
Dining Separate Dining Room
Equipment/Appliances Dishwasher, Garage Opener, Ice Maker Connection, Microwave, Refrigerator
Exterior Features Covered Porch, Fenced Yard , Gutters, Porch, Screen Porch
Exterior Finish Stone Ext, Vinyl Ext

Fireplace 1
Fireplace Description In Family Room, Natural Gas
Flooring Carpet, Hardwood, Vinyl Floor
Foundation Slab
Fuel Heat Electric Fuel
Garage 2
Green Bldg HERS Rating
Green Cert. Uploaded
Heating Heat Pump
Interior Features 10Ft+ Ceiling, Cable TV Available, Ceiling Fan, Coffered Ceiling, Granite Counter Tops, Pantry, Security System Finished, Smoke Alarm, Walk in Closet, Smooth Ceilings

Lot Description Landscaped, Road Frontage
Other Rooms Loft Rm, Utility Room
Parking Attached, DW/Concrete, Entry/Front, Garage
Pool Swimming Pool Com/Fee
Property Type Detached
Property Description Single Family
Roof Shingle
Style Traditional
Washer Dryer Location 1st Floor, Laundry Room
Water Heater Gas
Water/Sewer County Sewer, County Water
Waterfront Access
Waterfront Type
Water Body Name
Approx Ft of Wtr Frontage

Listing Agent Information

List Agent - License ID	199673
List Agent - Agent Name and Phone	Julia Keen - PrfPh: 919-868-5691
List Agent - E-mail	juliekeen@nc.rr.com
Listing Office - Firm License	C5791
Listing Office - Office Name and Phone	Coldwell Banker Advantage - OFC: 919-550-0220
Co-Agent - Agent Name and Phone	Sandy W Woodard - PrfPh: 919-524-0224

Showing Information

Coming Soon?	ShwExptoBe
Appointment Phone	919-595-8989
Hours Notice for Showing	
Showing Instructions	Appointment Only, Combo LB, Notice Required, Occupied

Compensation

Commission to Buyer Agent	2.4	%
Commission to Sub Agent	2.4	%

Selling/Closing Information

Selling Agent - License ID	no idx
Selling Office - Firm License	Default Office - OFC: 919-654-5400

Sold Price	**Contract Date**	3/29/2017	**Contingent Addendum** No
Sold Price/List Price	**Due Diligence Exp Date**	4/12/2017	**Financial Concessions**
Sold Price/Sqft	**Closing Date**	5/3/2017	**Other Concessions**
			Selling Information
			Terms of Sale

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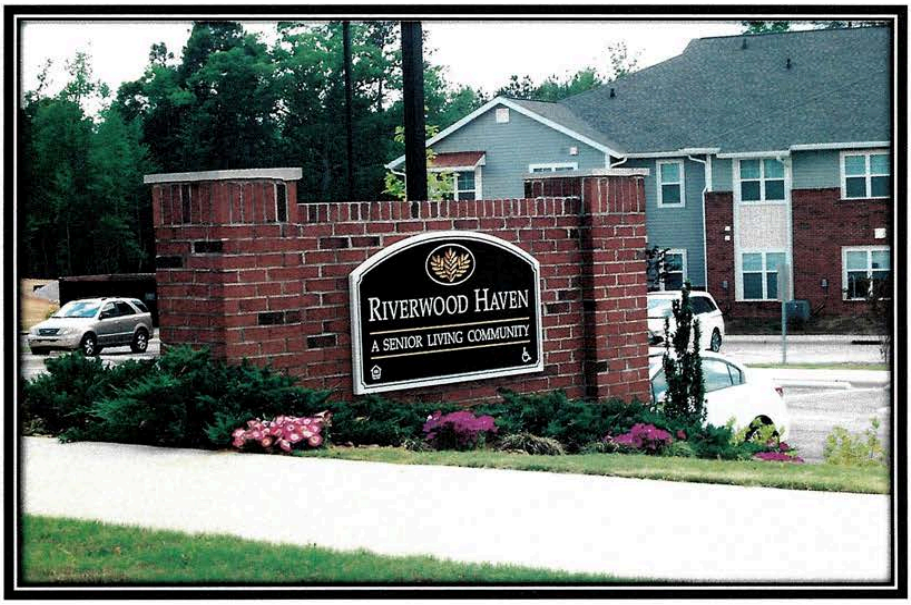
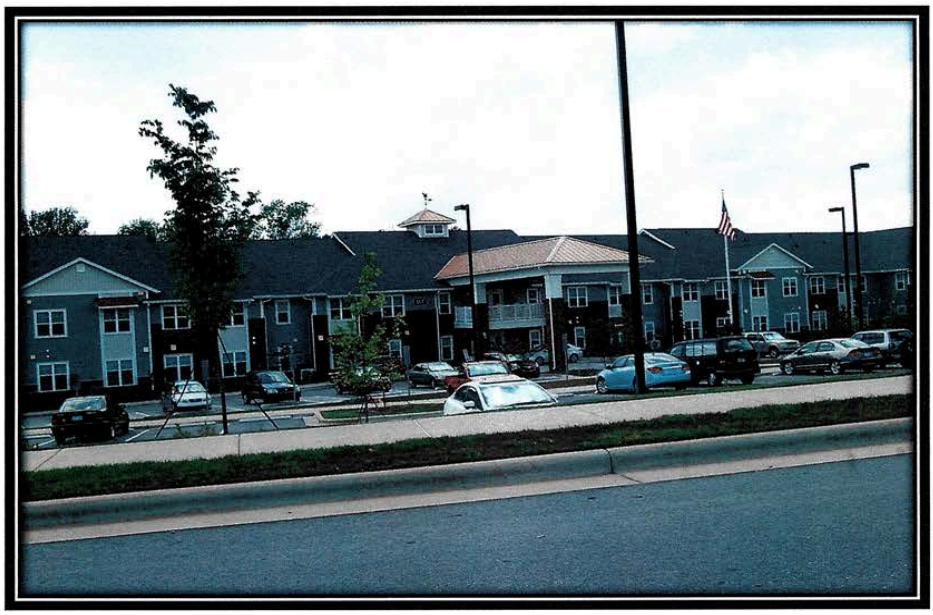
STUDY 2 –

Riverwood Haven Apartments





Study 2- Riverwood Haven Apartments

This is a 60 unit elderly apartment complex funded in 2013. Across the street is a one street development with 10-12 homes. The Riverwood Haven Apartments are within full view of most of these homes. There are a group of new homes coming out of the ground adjacent to the apartment complex. These are new homes constructed over the past 1-2 years.

The number of sales, sales price, days on market and list price/sales price ratio are analyzed and compared with a group of comparable homes from the Riverwood Athletic Club a section of the development across the road and not in view of the Riverwood Haven Apartments.

Summary- Per the printed data included the areas of comparison are within a reasonable range for both sales group. The homes on Wrangle Drive across the street from Riverwood Haven apartments show no adverse impact in sales of number of sales, sales price, days on market and list price/sales price ratio.

Wrangler Drive Across from Apartments

Search Results Summary -7 Listings

	Beds	Baths	SqFt	LP	LP/SqFt	SP	SP/SqFt	SP/LP	DOM
1 Active Listings									
High	3	3	1950	$227,000	$116	$0	$0	0%	15
Low	3	3	1950	$227,000	$116	$0	$0	0%	15
Avg	3	3	1950	$227,000	$116	$0	$0	0%	15
Med	3	3	1950	$227,000	$116	$0	$0	0%	15
5 Sold Listings									
High	5	4	2657	$279,900	$105	$275,000	$104	100%	278
Low	3	2	2487	$254,900	$99	$254,900	$99	98%	167
Avg	3.80	3	2596	$264,900	$102	$263,920	$102	99%	216
Med	4	3	2642	$261,900	$102	$261,900	$102	100%	227
1 Pending Listings									
High	3	3	1997	$228,000	$114	$0	$0	0%	0
Low	3	3	1997	$228,000	$114	$0	$0	0%	0
Avg	3	3	1997	$228,000	$114	$0	$0	0%	0
Med	3	3	1997	$228,000	$114	$0	$0	0%	0
7 Total Listings									
High	5	4	2657	$279,900	$116	$275,000	$104	100%	278
Low	3	2	1950	$227,000	$99	$0	$0	0%	0
Avg	3.57	3	2418	$254,214	$106	$263,920	$102	99%	182
Med	3	3	2537	$257,900	$104	$261,900	$102	100%	200

MLS # 2034429 **Status** CLOSED

38 Wrangler Drive
Unit # **Lot Number** 3
Clayton
NC
Zip 27527
Subdivision Riverwood Athletic Club
Neighborhood
SubArea 325 - Johnston County/P
Listing Type Exclusive Right
Listings Service Other
Variable Rate No
Prospect Exempt No

List Price $269,900
Sold Price $269,900
DOM **167**
CDOM **167**
Possession **At Time Of Closing**
Contract Date **3/28/2016**
Due Diligence Exp Date
Closing Date **5/6/2016**
Financial Concessions **1000**

Virtual Tour

Remarks

Remarks The Caswell Plan is 2,657 sq ft. 4 bedrooms,Hardwood floors throughout 1st floor,unfinished 3rd floor. Open kitchen w/bar,granite counters,tile backsplash,SS appliances,computer room. Tile in all baths & laundry. 2nd floor features 4 spacious bedrooms. Master suite has large his/her closets,glamour bath. Beautiful exterior w/stone accents,sodded yard,covered rear porch. Riverwood Ranch has all the benefits of the amenity packed community but across the street w/wide streets! Onsite schools,pools,fitness!

Agent Remarks Call for builder incentive. Builder contract required

Directions

264 Bypass to Smithfield Rd.Becomes Pritchard Rd. Go 6 miles turn LT across from main Riverwood entrance before Food Lion. RT on Wrangler Dr

Schools

ElemSch1 Johnston - Riverwood
MidSch1 Johnston - Riverwood
HighSch1 Johnston - Corinth Holder
ElemSch2
MidSch2
HighSch2

Measurements and Rooms

Approximate Acres 0.190 0-.25 Acres

Lot Dimensions per plat

Living Area Above Grade 2,657
Living Area Below Grade 0
Total Living Area SqFt 2,657
Detached Living Area SqFt

Other Area Above Grade 0
Other Area Below Grade 0
Total Other Area SqFt 0

Bedrooms 4 **Full Baths** 2
# of Rooms 10 **Half Baths** 1

MBedFloor	Second	14.7x16
Bedroom 2 Floor	Second	12.8x11.5
Bedroom 3 Floor	Second	13.7x11.2
Bedroom 4 Floor	Second	11.7x13.3
Bedroom 5 Floor		
Entrance Hall Floor	Main	5.1x12.8
Living Room Floor		
Family Room Floor	Main	17.9x17.3
Office/Study Floor		
Bonus Room Floor		
Kitchen Floor	Main	10x12
BRoomFloor	Main	8.5x12
Dining Room Floor	Main	11.3x12.8
Utility Room Floor	Second	5.7x5.2

Basement	No	
Garage	2	
Garage Floor	Main	20.3x20.8
Carport Floor		
Storage Floor		
Porch Floor	Main	
Patio Floor		
Deck Floor		
Screened Porch Floor		
comp room	Main	
Covd Porch	Main	16x10

General Information

Builder Name Caviness & Cates

New Construction Yes
Framed Yes
Year Built 2016
Est Fin Year 2016
Est Fin Month January
Zoning res
Active Adult Community

Seller Name Caviness & Cates
Ownership Type Other (SFH incl)
Ownership
Primary Residence
Property Leased No
Lease Expires
Oil/Gas Rights Severed?

Public Records/Tax

Legal Description lot 3 Riverwood Ranch phase 2A
Tax Map/Blk/Prcl/Lot
PIN #
Inside City Yes
City Limits Of Clayton
Tax Value $0.00
Tax Rate 1.33000
Last Tax Bill

Financing

Assumption No Assumption
Financing Cash, Conventional, FHA, USDA , VA
Financial Comments USDA financing available!

Home Owner Association

HOA 1 Mgmt Riverwood HOA
HOA Phone
HOA 1 Fees Required Yes
HOA 1 Fees $ $60.00
HOA 1 Fee Payment Monthly
HOA 2 Mgmt Riverwood
HOA 2 Fees Required No
HOA 2 Fees $ $0.00
HOA 2 Fee Payment
Total HOA Dues
Restrictive Covenants Yes
HO Fees Include HO Association, Maint Com. Area, Pool

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Features

A/C Central Air, Dual Zone A/C, Heat Pump, A /C Age 0-3 Years
Attic Description Skuttle
Bath Features Bath/Shower, Fiberglass Bath, Garden Tub, Tub/ Sep Shower
Construction Type Site Built
Design 2 Story
Dining Breakfast Room, Separate Dining Room
Equipment/Appliances Dishwasher, Disposal, Electric Range, Garage Opener, Ice Maker Connection, Microwave
Exterior Features Community Rec Avail., Covered Porch, Gutters, Insulated Glass, Porch, Walking Trails, Warranty Program, Neighborhood Playground
Exterior Finish Stone Ext, Vinyl Ext
Fireplace 1
Fireplace Description Direct Vent, Gas Logs, In Family Room, LP Gas
Flooring Carpet, Hardwood, Tile Floor
Foundation Crawl Space
Fuel Heat Electric Fuel
Garage 2
Green Building Features ENERGY STAR Appliances, High Efficient Toilets, LED Lighting, Programmable Thermostats, Radiant Barrier Roof Deck
Green Bldg HERS Rating
Green Cert. Uploaded
Heating Dual Zone Heat, Heat Pump, Heat Age 0-3 Yrs
Interior Features 9 Ft Ceiling, Cable TV Available, Ceiling Fan, Coffered Ceiling, Granite Counter Tops, Pantry, Security System Finished, Smoke Alarm, Tray Ceiling, Walk in Closet
Lot Description Hardwood Trees, Landscaped
Other Rooms Entry Foyer, Family Room, Office, Utility Room
Parking Attached, DW/Concrete, Entry/Front, Garage
Pool Swimming Pool Com/Fee
Property Type Detached
Property Description Single Family
Roof Shingle, Roof Age 0-5 Years
Style Transitional
Washer Dryer Location 2nd Floor, Laundry Room
Water Heater Electric WH, Water Htr Age 0-3 Yrs
Water/Sewer City Sewer, City Water
Waterfront Access
Waterfront Type
Water Body Name
Approx Ft of Wtr Frontage

Listing Agent Information

List Agent - License ID	251264
List Agent - Agent Name and Phone	Nicole Orringer - PrfPh: 919-464-4145
List Agent - E-mail	nicole@orringerteam.com
Listing Office - Firm License	C11674
Listing Office - Office Name and Phone	HomeTowne Realty - OFC: 919-550-7355
Co-Agent - Agent Name and Phone	David S Orringer - PrfPh: 919-795-1359

Showing Information

Coming Soon?	ShwExptoBe
Appointment Phone	919-595-8989
Hours Notice for Showing	
Showing Instructions	Vacant

Compensation

Commission to Buyer Agent	2.5	%
Commission to Sub Agent	0	%

Selling/Closing Information

Selling Agent - License ID	212066	Rebecca T Ainsworth - PrfPh: 919-847-2511
Selling Office - Firm License	C17886	Fonville Morisey/Stonehenge Sales Office - OFC: 919-847-2511

Sold Price	$269,900	**Contract Date**	3/28/2016	**Contingent Addendum**	
Sold Price/List Price	1.00	**Due Diligence Exp Date**		**Financial Concessions**	1000
Sold Price/Sqft	$101.58	**Closing Date**	5/6/2016	**Other Concessions**	
				Special Circumstances	No Special Circumstances
				Selling Information	
				Terms of Sale	CONVENTIONAL

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Study 2 – Riverwood Athletic Club

Search Results Summary -29 Listings

	Beds	Baths	SqFt	LP	LP/SqFt	SP	SP/SqFt	SP/LP	DOM
4 Active Listings									
High	5	4	2642	$339,900	$129	$0	$0	0%	71
Low	3	3	1950	$227,000	$102	$0	$0	0%	5
Avg	4.50	3.75	2469	$276,675	$112	$0	$0	0%	40
Med	5	4	2642	$269,900	$109	$0	$0	0%	43
20 Sold Listings									
High	4	3	2657	$279,900	$110	$275,000	$110	105%	234
Low	3	2	1911	$192,900	$97	$197,975	$97	97%	0
Avg	3.60	2.95	2159	$220,875	$102	$220,789	$102	100%	71
Med	4	3	2104	$215,900	$101	$216,175	$102	100%	52
5 Pending Listings									
High	4	3	2372	$249,900	$114	$0	$0	0%	77
Low	3	3	1911	$209,900	$96	$0	$0	0%	0
Avg	3.60	3	2153	$228,120	$106	$0	$0	0%	54
Med	4	3	2223	$227,900	$110	$0	$0	0%	66
29 Total Listings									
High	5	4	2657	$339,900	$129	$275,000	$110	105%	234
Low	3	2	1911	$192,900	$96	$0	$0	0%	0
Avg	3.72	3.07	2201	$229,820	$104	$220,789	$102	100%	63
Med	4	3	2223	$220,445	$102	$216,175	$102	100%	56

MLS # 2110064 Status ACTIVE

212 Nelson Lane
Unit #
Clayton
NC
Zip 27527
Subdivision Riverwood Athletic Club
Neighborhood
SubArea 325 - Johnston County/P
Listing Type Exclusive Right
Listings Service Other
Variable Rate No
Prospect Exempt No

Lot Number 3302

List Price $269,900
Sold Price
DOM 71
CDOM 71
Possession **At Time Of Closing**
Contract Date
Due Diligence Exp Date
Closing Date
Financial Concessions

Virtual Tour

Remarks

Remarks Awesome Irwin A floorplan w/ 5 beds & bonus rm! Hardwoods throughout 1st floor w/ gas log fireplace, built-in bookshelves, formal dining, staggered & crown cabinets, granite countertops, & island w/ counter seating! Master suite w/ tray ceiling, ceiling fan, his/hers walk-in closets, cultured marble vanities, garden tub & sep. shower! Third floor w/ bonus rm, 5th bedroom & full bath! Spacious front porch & entertaining deck out back. Amenities include on-site & nearby pools, athletic clubs & golf courses!

Agent Remarks LISTING BROKER IS SPOUSE OF BUILDER. Closing costs negotiated if buyer uses preferred lender & atty. Preferred Lenders: Cornerstone Lending: 919 550-2519 (Cathy Stubbs) North State Bank Mortgage: 919 453-5104 (Shannon Reaves) KS Bank: 919 938-3119 BB&T: 919 662-5645 (Brian Campbell & Nicole Fleming) Preferred Atty: McCullers, Whitaker, & Hamer: 919 585-5501 Joseph Hamer

Directions

From Raleigh, take I-440S to EXIT14 US-64E/US -264E. Take EXIT425 for Smithfield Rd. Right onto Smithfield Rd. Right onto Athletic Club Blvd. 1st exit of roundabout onto Charleston Dr. Left on Sarazen Dr. 3rd Right on Nelson Lane.

Schools

ElemSch1 Johnston - Riverwood
MidSch1 Johnston - Riverwood
HighSch1 Johnston - Corinth Holder
ElemSch2
MidSch2
HighSch2

Measurements and Rooms

Approximate Acres 0.330 .26-.5 Acres

Lot Dimensions See Attached Plot Plan

Living Area Above Grade 2,642
Living Area Below Grade 0
Total Living Area SqFt 2,642
Detached Living Area SqFt

Other Area Above Grade 0
Other Area Below Grade 0
Total Other Area SqFt 0

Bedrooms 5 **Full Baths** 3
# of Rooms 12 **Half Baths** 1

MBedFloor	Second	17x13
Bedroom 2 Floor	Second	12x10
Bedroom 3 Floor	Second	12x10
Bedroom 4 Floor	Second	12x11
Bedroom 5 Floor	Third	12x10
Entrance Hall Floor	Main	8x5
Living Room Floor		
Family Room Floor	Main	16x13
Office/Study Floor		
Bonus Room Floor	Third	20x17
Kitchen Floor	Main	12x11
BRoomFloor	Main	12x12
Dining Room Floor	Main	12x13
Utility Room Floor	Second	6x6

Basement	No	
Garage	2	
Garage Floor		
Carport Floor		
Storage Floor		
Porch Floor	Main	19x6
Patio Floor		
Deck Floor	Main	12x12
Screened Porch Floor		

General Information

Builder Name one27homes

New Construction Yes
Framed Yes
Year Built 2017
Est Fin Year 2017
Est Fin Month April
Zoning RES
Active Adult Community

Seller Name RMS Investments, LLC
Ownership Type Other (SFH incl)
Ownership
Primary Residence
Property Leased No
Lease Expires
Oil/Gas Rights Severed?

Public Records/Tax

Legal Description RAC WOLF LAUREL PH 3F Lot:3302 PB 69/159-160
Tax Map/Blk/Prcl/Lot
PIN # 176000-76-1457
Inside City Yes
City Limits Of Clayton
Tax Value $269,900.00
Tax Rate 1.33000
Last Tax Bill

Financing

Assumption No Assumption
Financing Cash, Conventional, FHA, New Needed, VA
Financial Comments Closing costs are negotiated based on buyer using preferred lender and attorney.

Home Owner Association

HOA 1 Mgmt RAC HOA
HOA Phone 919-550-8086
HOA 1 Fees Required Yes
HOA 1 Fees $ $63.00
HOA 1 Fee Payment Monthly
HOA 2 Mgmt
HOA 2 Fees Required
HOA 2 Fees $ $0.00
HOA 2 Fee Payment
Total HOA Dues $63.00
Restrictive Covenants Yes
HO Fees Include Clubhouse, HO Association, Maint Com. Area, Pool, Street Lights

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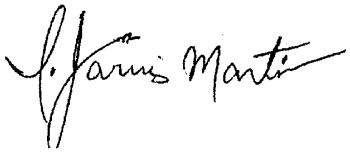
Based on these two market studies I based the following professional conclusions:

1. The construction of these 72 income restricted apartment units are in harmony with the surrounding neighborhood.

2. The construction of these 72 apartment units will have no major adverse impact on value or marketability of surrounding homes or other property.

3. I recommend approval of the special use permit for the construction of these apartment units.



I Jarvis Martin, SRA
State Certified General Appraiser,
NC-A1575

Date: 3/21/2017

Stewart, Martin & McCoy
Appraisal · Brokerage · Consulting

3604 Shannon Road, Suite 103
Durham, NC 27707
Office (919) 425-5856
www.stewart-martin.com

QUALIFICATION STATEMENT

I. JARVIS MARTIN, SRA

EMPLOYMENT

Owner & Manager - Martin and Company Real Estate Appraisers & Consultants - June 1976 to June 2015

Principal, SMM, LLC – June 2015- Present

PROFESSIONAL APPRAISAL DESIGNATION AND STATE CERTIFICATION:

Senior Residential Appraiser (SRA), Appraisal Institute
N.C. State-Certified Residential/General Real Estate Appraiser A-1575
FHA Certified- HUD

EDUCATION:

North Carolina Central University, Durham, NC
Master of Science in Commerce, May, 1976

North Carolina Central University, Durham, NC
Bachelor of Science in Commerce, May, 1972

COMPLETED PROFESSIONALSEMINARS:

- *FHA Appraising For Valuation – 12/2015*
- *Residential & Commercial Valuation of Solar – 10/2015*
- *Business Practices and Ethics – 9/15*
- *Real Estate Valuation Conference – Trends in Recovery Oversight & Review – 4/2015*
- *Evaluation Appraisal Seminar – 10/2014*
- *2014 Real Estate Valuation Conference; National, Regional, and Local Economy and RE Markets* – 4/2014
- *7 Hour National USPAP Updated Course* – 1/2014
- *Excel as an Appraisal Professional: Making Your Job Easier Using Excel Spreadsheets* -6/2013
- *Appraising the Appraisal: Appraisal Review* – 5/ 2013

3604 Shannon Road, Suite 103
Durham, NC 27707
Office (919) 425-5856
www.stewart-martin.com

EXPERT COURT WITNESS:

Federal and State District Courts, Durham, NC

ASSOCIATION MEMBER:

Chapel Hill/Durham Multiple Listing Service, Past Board Member
Durham Association of Realtors - Past Board Member & Treasurer
Durham Business and Professional Chain, Inc., Past President
National Association of Real Estate Brokers (NAREB)
Triangle Chapter of Appraisal Institute, President

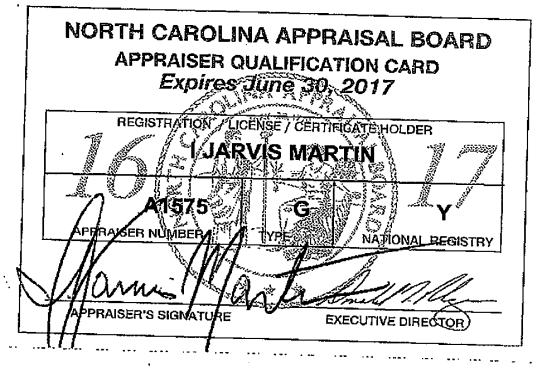
2013 Realtor of the Year – Durham Regional Association of Realtors

CIVIC AND SOCIALACTIVITIES:

Durham City/County Planning Commission – Past Member
NC State Property Commission – Past Member
Mawat District Boy Scouts of America - Past Committee Chairman
North Carolina Central University - Eagle Club
North Carolina Central University Alumni Association
Saint Joseph's AME Church - Trustee
Kappa Alpha Psi Fraternity – Life Member
Sigma Pi Phi Fraternity – Alpha Tau Boule – Member
Economic Committee of DCABP - Chairman

CURRENT CLIENTS:

1st Citizens Bank
Appraisal Tek
Bank of North Carolina
Brunswick County AirportCommission
City of Durham and County ofDurham
Durham Housing Authority
Dwellworks Relocation
Fidelity Bank
Mechanics & Farmers Bank
New Bridge Bank
Novo Appraisal Management
N.C. State Property Office
Q1 Financial Services
SunTrust Bank
Talbert & Bright Engineering & ConsultationCompany
Yadkin Bank
Wells Fargo Bank



NORTH CAROLINA APPRAISAL BOARD
APPRAISER QUALIFICATION CARD
Expires June 30, 2017

REGISTRATION / LICENSE / CERTIFICATE HOLDER
I JARVIS MARTIN

16 17

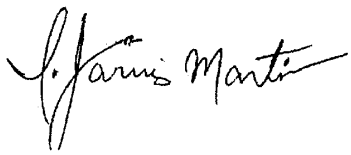
A1575 — APPRAISER NUMBER
G — TYPE
Y — NATIONAL REGISTRY

APPRAISER'S SIGNATURE
EXECUTIVE DIRECTOR

Certification Statement

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
- I have no present or prospective future interest in the property that is the subject of this report, and have no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report, or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).
- No one provided significant real property appraisal assistance to the person signing this certification.
- I certify sufficient competence to appraise this property through education and experience, in addition to the internal resources of the appraisal firm.
- The appraiser has not performed any prior services regarding the subject within the previous five years of the appraisal date.
- I. Jarvis Martin inspected the subject.



I. Jarvis Martin, SRA

NC-A1575

SHEET INDEX

G-1	COVER SHEET
V-1	SURVEY - EXISTING CONDITIONS
C-1	PRELIMINARY SITE PLAN
C-2	PRELIMINARY GRADING PLAN
C-2.1	PRELIMINARY DRAINAGE PLAN
C-3	PRELIMINARY UTILITY PLAN
C-4	PRELIMINARY CONSTRUCTION DETAILS
L-1	LANDSCAPE PLAN

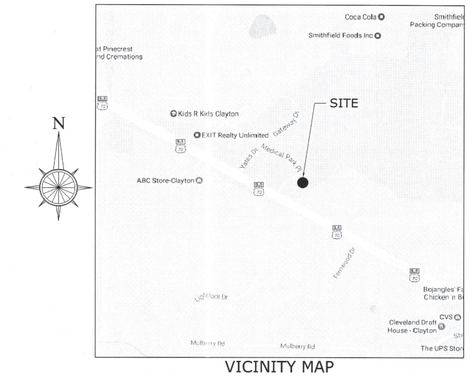
MAJOR SITE PLAN FOR:

Abbington Forest

A Multifamily Development

Near 12282 US-70 Business
Clayton, NC 27520
Zoned: O-I
PARCEL #: 165910-26-9035

PROJECT #2017-07-SP



VICINITY MAP
NOT TO SCALE

DEVELOPER/OWNER
ABBINGTON FOREST, LLC
P.O. BOX 9471
2964 PEACHTREE ROAD
SUITE 640
ATLANTA, GA 30305
(404) 250-4093
CONTACT: MR. TREY COOGLE

CIVIL ENGINEER
VALOR ENGINEERING, PLLC
215 BOONE HEIGHTS DR.
SUITE 107
BOONE, NC 28607
(828) 262-9807
CONTACT: MR. JASON GASTON, P.E.

ARCHITECT
MARTIN RILEY ASSOCIATES - ARCHITECTS, P.C.
215 CHURCH STREET
SUITE 200
DECATUR, GA 30030
(404) 373-2800
CONTACT: MR. STEVE SMITH

SURVEYOR
REGIONAL LAND SURVEYORS, INC.
8642 WEST MARKET STREET
SUITE 100
GREENSBORO, NC 27409
(336) 665-8155
CONTACT: MR. KIM LILLY, PLS, CFS

RECEIVED
APR 12
TOWN OF CLAYTON
PLANNING DEPARTMENT

1	TOWN COMMENTS	03/17/17
2	TOWN STAFF REPORT	03/24/17
3	TOWN EMAIL COMMENTS	04/07/17
4	TOWN PLANTING COMMENTS	04/10/17

NORTH CAROLINA PROFESSIONAL SEAL 035233 ENGINEER JASON GASTON
03/17/17
ENGINEER'S SEAL

PRELIMINARY NOT FOR CONSTRUCTION

TRC STAMP

CITY COUNCIL STAMP

DEVELOPER:
ReaVentures GROUP, LLC
2964 Peachtree Road, Ste. 640
Atlanta, GA 30305

Abbington Forest
A Multifamily Development
Near 12282 US-70 Business
Clayton, NC 27520

ENGINEER:
VALOR ENGINEERING
215 Boone Heights Drive, Ste. 107
Boone, NC 28607
828-262-9807
www.valorengineering.com

REVISIONS:

NO.	DESCRIPTION:	BY:	DATE:
2	TOWN STAFF REPORT	JEG	03/24/17
3	TOWN EMAIL COMMENTS	JEG	04/07/16
4	TOWN PLANTING COMMENTS	JEG	04/10/17

G-1

I, KIM R. LILLY CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 2017, PAGE 790 & PLAT BOOK 18, PAGE 35); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION IN DEED BOOK AND PAGE AS SHOWN; THAT THE RATIO OF PRECISION IS 1:12,831; AND THAT THIS MAP MEETS THAT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600).

THIS 20TH DAY OF JANUARY A.D. 2017 AND 17TH DAY OF MARCH A.D. 2017.

NORTH CAROLINA PROFESSIONAL SEAL L-3612 LAND SURVEYOR KIM R. LILLY

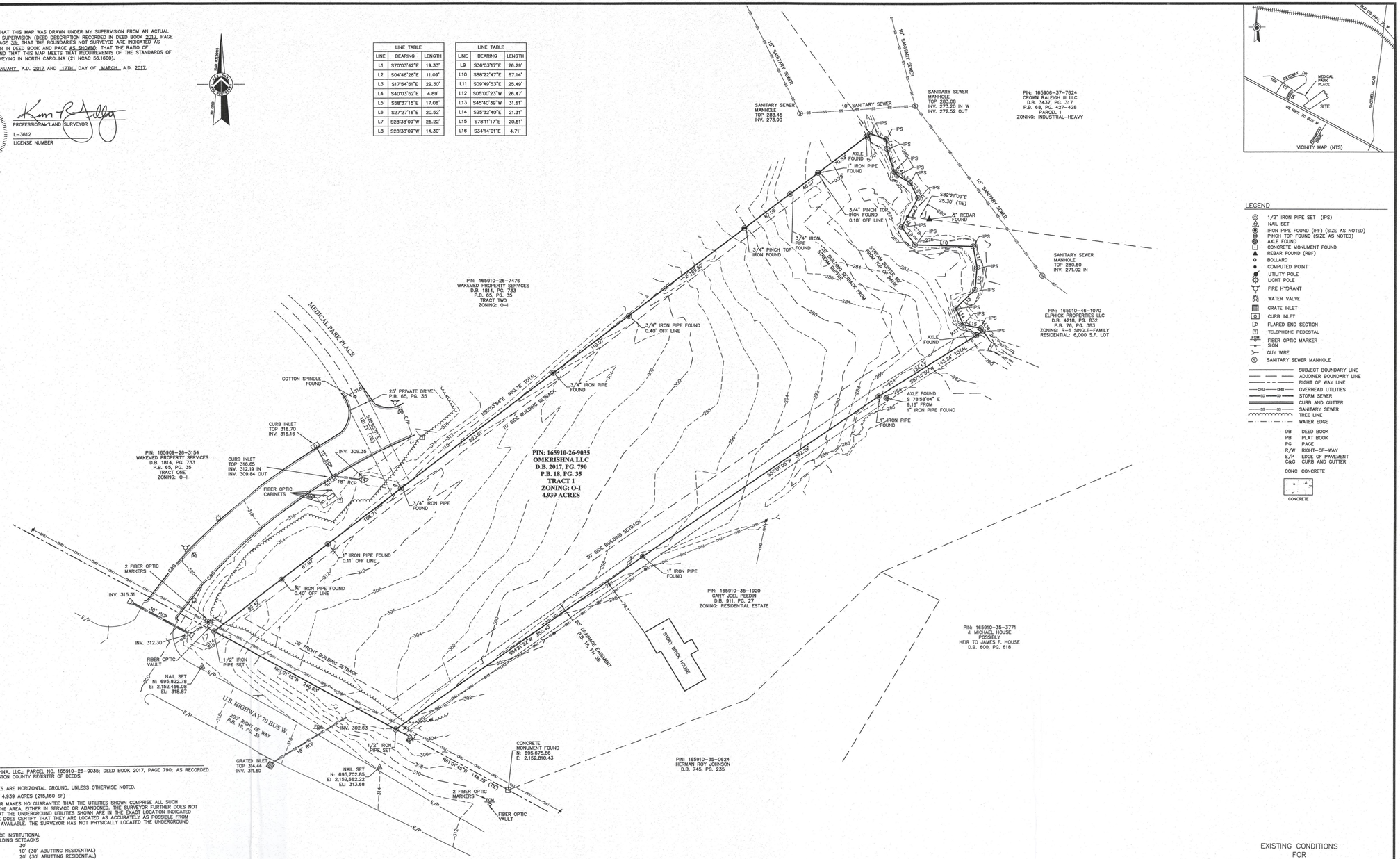
PROFESSIONAL LAND SURVEYOR

L-3612
LICENSE NUMBER

3-17-2017

LINE TABLE		
LINE	BEARING	LENGTH
L1	S70°03'42"E	19.33'
L2	S04°46'28"E	11.09'
L3	S17°54'51"E	29.30'
L4	S40°03'52"E	4.89'
L5	S58°37'15"E	17.06'
L6	S27°27'16"E	20.52'
L7	S28°38'09"W	25.22'
L8	S28°38'09"W	14.30'

LINE TABLE		
LINE	BEARING	LENGTH
L9	S36°03'17"E	26.29'
L10	S88°22'47"E	67.14'
L11	S09°49'53"E	25.49'
L12	S05°00'23"W	26.47'
L13	S45°40'39"W	31.61'
L14	S25°32'40"E	21.31'
L15	S78°11'17"E	20.51'
L16	S34°14'01"E	4.71'



LEGEND

- 1/2" IRON PIPE SET (IPS)
- NAIL SET
- IRON PIPE FOUND (IPF) (SIZE AS NOTED)
- PINCH TOP FOUND (SIZE AS NOTED)
- AXLE FOUND
- CONCRETE MONUMENT FOUND
- REBAR FOUND (RBF)
- BOLLARD
- COMPUTED POINT
- UTILITY POLE
- LIGHT POLE
- FIRE HYDRANT
- WATER VALVE
- GRATE INLET
- CURB INLET
- FLARED END SECTION
- TELEPHONE PEDESTAL
- FIBER OPTIC MARKER
- SIGN
- GUY WIRE
- SANITARY SEWER MANHOLE
- SUBJECT BOUNDARY LINE
- ADJOINER BOUNDARY LINE
- RIGHT OF WAY LINE
- OVERHEAD UTILITIES
- STORM SEWER
- CURB AND GUTTER
- SANITARY SEWER
- TREE LINE
- WATER EDGE

DB	DEED BOOK
PB	PLAT BOOK
PG	PAGE
R/W	RIGHT-OF-WAY
E/P	EDGE OF PAVEMENT
C&G	CURB AND GUTTER
CONC	CONCRETE

CONCRETE

NOTES:

1. SITE: OMKRISHNA, LLC.; PARCEL NO. 165910-26-9035; DEED BOOK 2017, PAGE 790; AS RECORDED IN THE JOHNSTON COUNTY REGISTER OF DEEDS.
2. ALL DISTANCES ARE HORIZONTAL GROUND, UNLESS OTHERWISE NOTED.
3. TOTAL AREA: 4.939 ACRES (215,160 SF)
4. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
5. ZONING: OFFICE INSTITUTIONAL
   BUILDING SETBACKS
   STREET 30'
   SIDE 10' (30' ABUTTING RESIDENTIAL)
   REAR 20' (30' ABUTTING RESIDENTIAL)
6. THE PROPERTY SUBJECT TO THE THOUROUGHFARE OVERLAY DISTRICT AS ESTABLISHED IN THE UNIFIED DEVELOPMENT CODE FOR THE TOWN OF CLAYTON, NORTH CAROLINA.
7. THE PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (NORTH CAROLINA FLOOD MAPPING). COMMUNITY PANEL NO.: 3720165900J DATED: DECEMBER 2, 2005.
8. INFORMATION SHOWN HEREON IS FROM DIRECT FIELD DATA COLLECTED JANUARY 11, THRU JANUARY 19, 2017.
9. NORTH CAROLINA GRID COORDINATES AS SHOWN HEREON WERE DERIVED FROM DIRECT GPS OBSERVATIONS UTILIZING THE NORTH CAROLINA GEODETIC SURVEY'S NETWORK RTK SYSTEM AND ARE REFERENCED TO THE NC GRID NAD 83(2011) DATUM. GPS OBSERVATION PERFORMED ON JANUARY 11, 2017.
10. A TITLE SEARCH WAS NOT PERFORMED FOR THIS SURVEY.
11. THIS PROPERTY IS LOCATED IN THE EXTRA-TERRITORIAL JURISDICTION (ETJ) OF THE TOWN OF CLAYTON.

SURVEY PREPARED FOR:
REA VENTURES GROUP, LLC
2964 PEACHTREE ROAD
ATLANTA, GEORGIA 30305
CONTACT: MATT MONROE
(404) 250-4093

GRAPHIC SCALE
50' 0 25' 50' 100' 200'
(IN FEET)
1 Inch = 50' Feet

EXISTING CONDITIONS
FOR
REA VENTURES GROUP, LLC
U.S. HIGHWAY 70 BUSINESS W
CLAYTON TOWNSHIP, JOHNSTON COUNTY
CLAYTON, NORTH CAROLINA

N.C. License No. C-1362
Regional Land Surveyors, Inc.
8642 WEST MARKET STREET, SUITE 100
GREENSBORO, NORTH CAROLINA 27409
TELEPHONE (336) 665-8155

JOB# 1608.001	DRAWN BY: SRM	DATE: 01/20/2017	CREW CHIEF: KWR
REVISED: 03-16-2017	TITLE CHANGE & LABEL DELETION		
REVISED: 03-17-2017	REMOVE OLD BOUNDARY		

GENERAL NOTES:

1.) ALL PROPOSED DIMENSIONS USED TO SHOW THE GEOMETRIC LAYOUT OF THE PROPOSED PARKING LOT ARE SHOWN AT THE FACE OF CURB. ALL PROPOSED DIMENSIONS USED TO SHOW THE GEOMETRIC LAYOUT OF THE PROPOSED BUILDING LOCATION ARE GIVEN AT THE OUTSIDE FACE OF THE BUILDING CORNERS. ALL CURB RADII ARE GIVEN AT THE FACE OF CURB.
2.) CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES BETWEEN THE EXISTING CONDITIONS IN THE FIELD AND THE SURVEY SHOWN ON THE PLANS BEFORE PROCEEDING WITH ANY NEW CONSTRUCTION.
3.) CONTRACTOR IS RESPONSIBLE FOR CORRECT HORIZONTAL AND VERTICAL ALIGNMENT OF ALL TIES BETWEEN PROPOSED AND EXISTING PAVEMENTS, CURB AND GUTTER, SIDEWALKS, WALLS, AND UTILITIES.

SITE NOTES:

1.) TRACT IS ZONED OI. EXISTING USE: UNDEVELOPED. PROPOSED USE: MULTIFAMILY.
2.) SEE ARCHITECTURAL PLANS FOR BUILDING FLOOR PLAN DIMENSIONS, DOOR LOCATIONS, AND OTHER ARCHITECTURAL DETAILS.
3.) NO CERTIFICATE OF OCCUPANCY WILL BE ISSUED UNTIL ALL SITE IMPROVEMENTS HAVE BEEN COMPLETED ON THE SITE.
4.) HIGH INTENSITY LIGHTING FACILITIES SHALL BE SO ARRANGED THAT THE SOURCE OF ANY LIGHT IS CONCEALED FROM THE PUBLIC VIEW AND DOES NOT INTERFERE WITH TRAFFIC. (SEE PHOTOMETRICS PLAN IN ARCH. PLANS).
5.) ALL BUFFERS, TREE SAVE AREAS, AND UNDISTURBED AREAS SHALL BE CLEARLY IDENTIFIED BY FLAGGING AND/OR FENCING PRIOR TO COMMENCEMENT OF ANY LAND DISTURBANCE.
6.) NO OUTSIDE STORAGE IS PROPOSED. THIS INCLUDES SUPPLIES, VEHICLE, EQUIPMENT, PRODUCTS, ETC.
7.) SIGNS (LOCATION, NUMBER, AND SIZE) ARE NOT APPROVED UNDER THIS DEVELOPMENT PERMIT. A SEPARATE PERMIT IS REQUIRED FOR ON-SITE SIGNAGE.
8.) ALL PAVEMENT MARKING WITHIN R/W SHALL BE CONSTRUCTED ACCORDING TO NCDOT SPECIFICATIONS.
9.) ALL CONSTRUCTION RELATED PERMITS DURING THE CONSTRUCTION PHASE OF THIS PROJECT ARE THE RESPONSIBILITY OF THE OWNER, HOWEVER A CONTRACTOR/DEVELOPER CAN DO PERMITTING WITH AGENT AUTHORIZATION.
10.) CONSTRUCTION TRAILERS ARE TO BE PERMITTED THROUGH THE ZONING DIVISION OF PLANNING & INSPECTIONS.
11.) ALL EROSION, SEDIMENT CONTROL AND TREE PROTECTION MEASURES SHALL BE INSTALLED PRIOR TO ANY GRADING.
12.) THE JURISDICTION ACCEPTS NO RESPONSIBILITY FOR THE AMERICANS WITH DISABILITIES ACT (ADA). EXCEPT FOR NOTIFICATION REQUIREMENT. THE OWNER/DEVELOPER IS SOLELY RESPONSIBLE FOR COMPLIANCE FOR SAID ACT.
13.) NO SIDEWALK SHALL BE CONSTRUCTED WITH LONGITUDINAL SLOPES THAT EXCEED 1:20 (5%).
14.) 24 HOUR CONTACT: JASON GASTON, P.E., 770-722-9178

Abbington Forest (Parcel 165910-26-9035, Zoned O-I)

Lot Standards				Minimum Setbacks				Building Standards							Density
	Min. Lot Area (sq.ft.)	Min. Lot Width (ft.)	Public Water & Sewer	Street/Front (Max.)	Side Interior (abutting residential)	Side Street	Rear (abutting residential)	Max Building Height (ft.)	Building Coverage		Impervious Coverage		Pervious Coverage		DU/Acre
Code Required	6,000	60	Required	30	10 (30)	20	20 (30)	60	50%		75%		25%		Set by SUP process
Design Achieved	215,142	240.6	Connection on NE parcel: Elphick Properties LLC	30	30	20	20	43'-5"	31,613	15.0%	105,810	49.2%	109,332	51.0%	14.6

RECREATION AREA SUMMARY

CLUBHOUSE:	1,938 SF
PICNIC AREA WITH PAVALION:	995 SF
PLAYGROUND:	2,490 SF
PASSIVE RECREATION AREA:	20,550 SF
TOTAL:	25,973 SF

PARKING CALCULATIONS

PROPOSED MULTIFAMILY PARKING	
MIN. REQUIRED PARKING FOR 1-BR UNITS (1/UNIT):	32 SPACES
MIN. REQUIRED PARKING FOR 2-BR UNITS (2/UNIT):	32 SPACES
MIN. REQUIRED PARKING FOR 3-BR UNITS (2/UNIT):	48 SPACES
MIN. REQUIRED GUEST PARKING (1/4 UNITS):	18 SPACES
PROPOSED CLUBHOUSE PARKING	
SF OF CLUBHOUSE:	1,938 SF
MIN. REQUIRED CLUBHOUSE PARKING (1/300 SF)	7 SPACES
PROPOSED MAIL KIOSK PARKING	
# OF CBU'S:	5
MIN. REQUIRED CBU PARKING (2 SPACES FOR FIRST CBU, THEN 1 SPACE FOR EVERY 2 ADDITIONAL CBU's):	4 SPACES
MIN. REQUIRED PARKING =	141 SPACES
TOTAL PARKING PROVIDED =	143 SPACES
PROPOSED MULTIFAMILY BICYCLE PARKING	
MIN. REQUIRED MULTIFAMILY BICYCLE PARKING (1 RACK / BUILDING OR 1 RACK / FIFTY UNITS. EACH RACK CONSISTS OF 2 SPACES:	3 RACKS (6 SPACES)
MIN. REQUIRED CLUBHOUSE BICYCLE PARKING 3 RACKS OR 1/50 AUTOMOBILE SPACES):	3 RACKS (6 SPACES)
MIN. REQUIRED BICYCLE PARKING:	12 SPACES
TOTAL BICYCLE PARKING PROVIDED:	12 SPACES
ACCESSIBLE PARKING SPACES REQUIRED (1/25 SPACES):	6
ACCESSIBLE SPACES PROVIDED:	8 (4 VAN, 4 STANDARD)

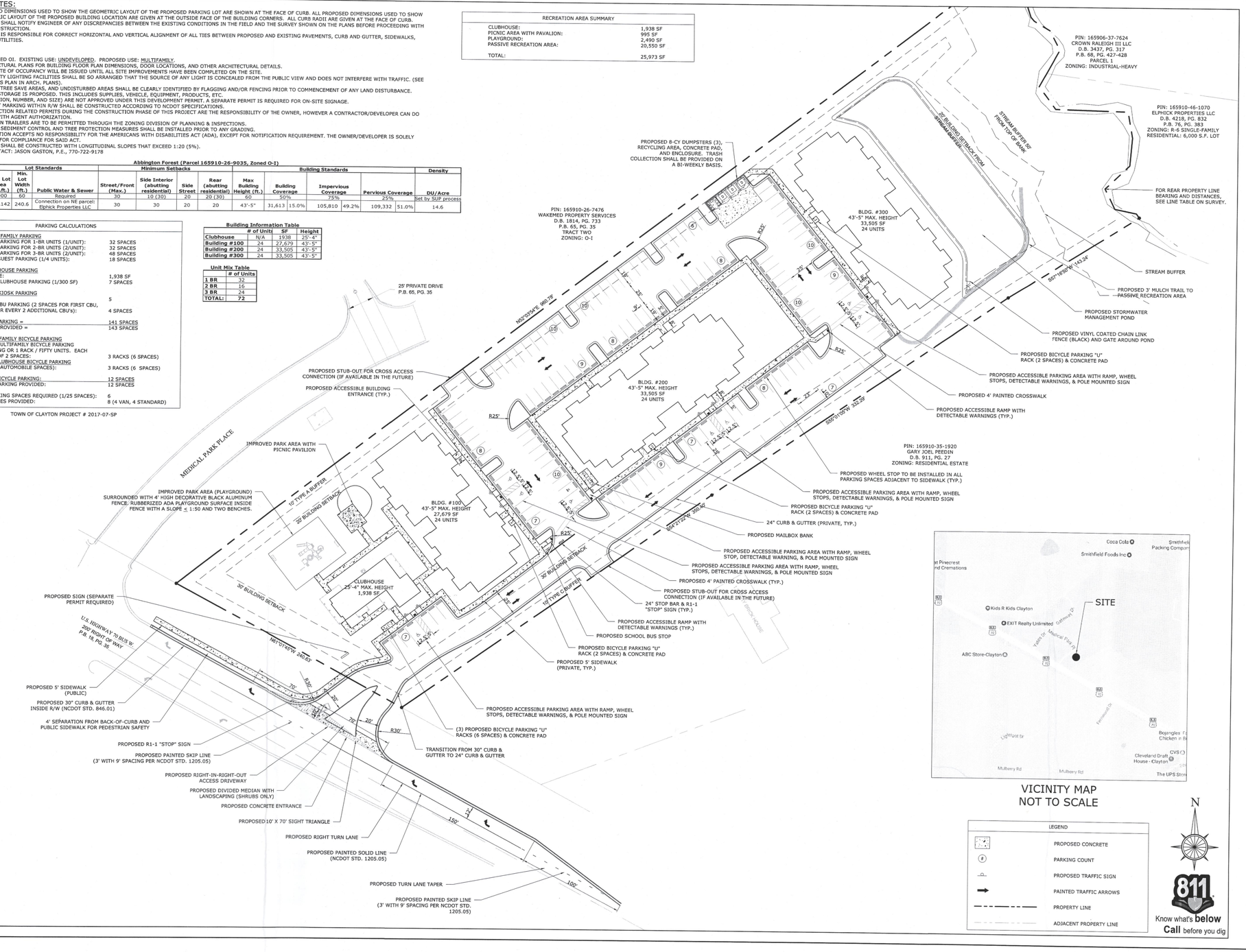
TOWN OF CLAYTON PROJECT # 2017-07-SP

Building Information Table

	# of Units	SF	Height
Clubhouse	N/A	1938	25'-4"
Building #100	24	27,679	43'-5"
Building #200	24	33,505	43'-5"
Building #300	24	33,505	43'-5"

Unit Mix Table

	# of Units
1 BR	32
2 BR	16
3 BR	24
TOTAL:	72



VICINITY MAP
NOT TO SCALE

LEGEND

- PROPOSED CONCRETE
- PARKING COUNT
- PROPOSED TRAFFIC SIGN
- PAINTED TRAFFIC ARROWS
- PROPERTY LINE
- ADJACENT PROPERTY LINE

N

811 Know what's **below** **Call** before you dig

PROJECT:

Abbington Forest

A Multifamily Development

ADDRESS:
Near 12282 US-70 Business
Clayton, NC 27520

DEVELOPER:
ReaVentures GROUP, LLC
2964 Peachtree Road, Ste. 640
Atlanta, GA 30305

CONTACT: Mr. Trey Coogle

ENGINEER:
VALOR ENGINEERING
215 Boone Heights Drive, Ste. 107
Boone, NC 28607
828-262-9807
www.valorengineering.com

SEAL:
NORTH CAROLINA PROFESSIONAL SEAL 035222 ENGINEER JASON GASTON
PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS	DATE
1 TOWN COMMENTS	03/17/17
2 TOWN STAFF REPORT	03/24/17
3 TOWN EMAIL COMMENTS	04/07/17
4 TOWN PLANTING COMMENTS	04/10/17

PROJECT MANAGER:	JEG
DRAWING BY:	JEG
JURISDICTION:	Town of Clayton
DATE:	03/07/17
SHEET TITLE:	PRELIMINARY SITE PLAN
SHEET NUMBER:	C-1
SCALE:	1" = 40' (40 20 0 40 80 SCALE IN FEET)
FILE NUMBER:	056-004

LEGEND	
	CONCRETE SIDEWALK AND PAVING
XXX.XX	EXISTING SPOT ELEVATION
XXX.XX	PROPOSED SPOT ELEVATION
XXXX	EXISTING CONTOURS
XXXX	PROPOSED CONTOURS

EARTHWORK CALCULATIONS			
REQ'D CUT =	+	5,640	CY
REQ'D FILL =	-	10,935	CY
ADDITIONAL REQ'D FILL FOR SHRINKAGE, ETC. =	-	1,580	CY
ADDITIONAL CUT FROM PAVEMENT BASE =	+	1,375	CY
ADDITIONAL CUT FROM BUILDING FOUNDATION =	+	795	CY
BALANCE:	-	4,305	CY

EARTHWORK NOTES:

1.) A SHRINKAGE OF 15% WAS TO ACCOUNT FOR REMOVAL OF TOPSOIL, COMPACTION, ETC.

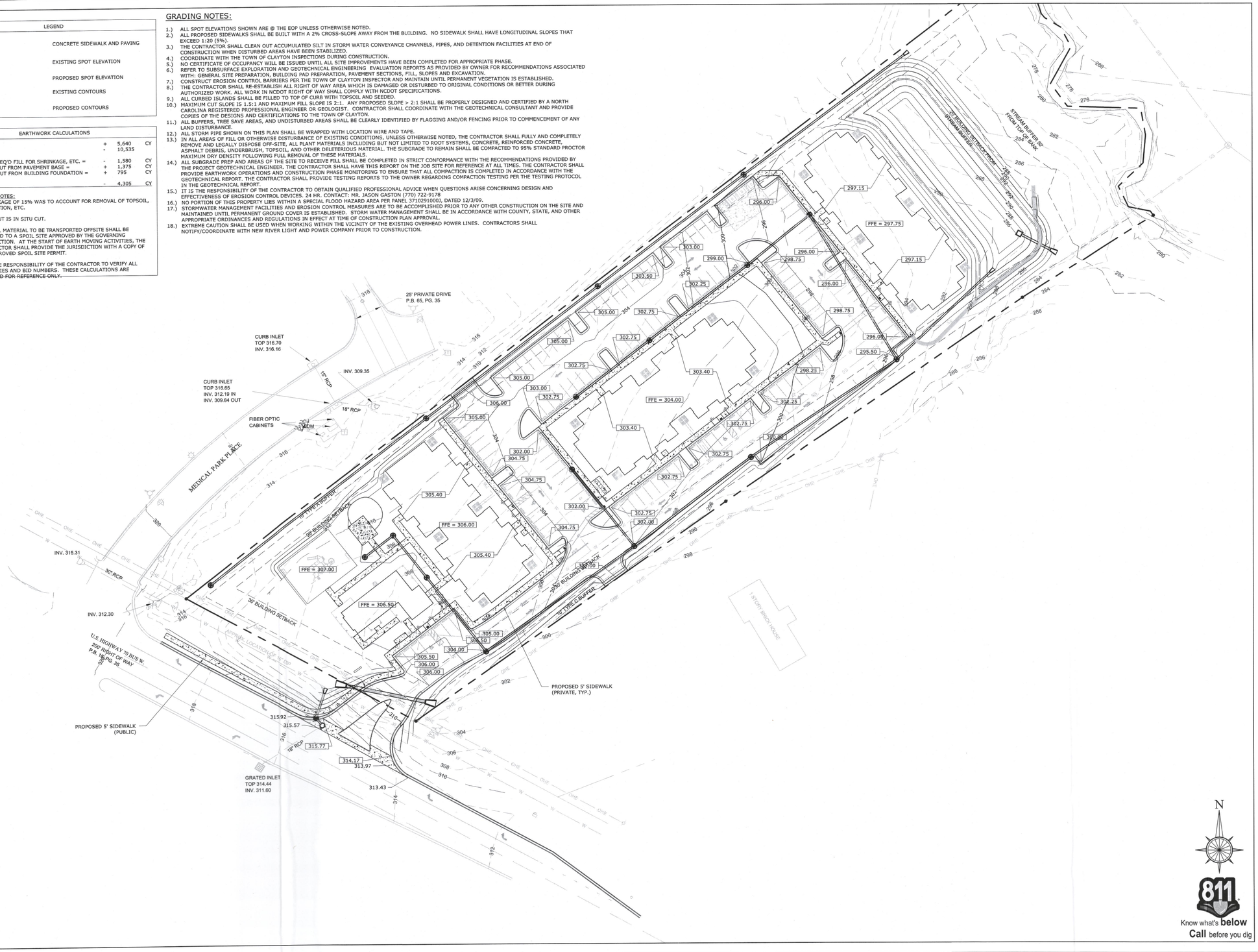
2.) REQ'D CUT IS IN SITU CUT.

3.) ANY SOIL MATERIAL TO BE TRANSPORTED OFFSITE SHALL BE EXPORTED TO A SPOIL SITE APPROVED BY THE GOVERNING JURISDICTION. AT THE START OF EARTH MOVING ACTIVITIES, THE CONTRACTOR SHALL PROVIDE THE JURISDICTION WITH A COPY OF THE APPROVED SPOIL SITE PERMIT.

4.) IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL QUANTITIES AND BID NUMBERS. THESE CALCULATIONS ARE PROVIDED FOR REFERENCE ONLY.

GRADING NOTES:

1.) ALL SPOT ELEVATIONS SHOWN ARE @ THE EOP UNLESS OTHERWISE NOTED.
2.) ALL PROPOSED SIDEWALKS SHALL BE BUILT WITH A 2% CROSS-SLOPE AWAY FROM THE BUILDING. NO SIDEWALK SHALL HAVE LONGITUDINAL SLOPES THAT EXCEED 1:20 (5%).
3.) THE CONTRACTOR SHALL CLEAN OUT ACCUMULATED SILT IN STORM WATER CONVEYANCE CHANNELS, PIPES, AND DETENTION FACILITIES AT END OF CONSTRUCTION WHEN DISTURBED AREAS HAVE BEEN STABILIZED.
4.) COORDINATE WITH THE TOWN OF CLAYTON INSPECTIONS DURING CONSTRUCTION.
5.) NO CERTIFICATE OF OCCUPANCY WILL BE ISSUED UNTIL ALL SITE IMPROVEMENTS HAVE BEEN COMPLETED FOR APPROPRIATE PHASE.
6.) REFER TO SUBSURFACE EXPLORATION AND GEOTECHNICAL ENGINEERING EVALUATION REPORTS AS PROVIDED BY OWNER FOR RECOMMENDATIONS ASSOCIATED WITH: GENERAL SITE PREPARATION, BUILDING PAD PREPARATION, PAVEMENT SECTIONS, FILL, SLOPES AND EXCAVATION.
7.) CONSTRUCT EROSION CONTROL BARRIERS PER THE TOWN OF CLAYTON INSPECTOR AND MAINTAIN UNTIL PERMANENT VEGETATION IS ESTABLISHED.
8.) THE CONTRACTOR SHALL RE-ESTABLISH ALL RIGHT OF WAY AREA WHICH IS DAMAGED OR DISTURBED TO ORIGINAL CONDITIONS OR BETTER DURING AUTHORIZED WORK. ALL WORK IN NCDOT RIGHT OF WAY SHALL COMPLY WITH NCDOT SPECIFICATIONS.
9.) ALL CURBED ISLANDS SHALL BE FILLED TO TOP OF CURB WITH TOPSOIL AND SEEDED.
10.) MAXIMUM CUT SLOPE IS 1.5:1 AND MAXIMUM FILL SLOPE IS 2:1. ANY PROPOSED SLOPE > 2:1 SHALL BE PROPERLY DESIGNED AND CERTIFIED BY A NORTH CAROLINA REGISTERED PROFESSIONAL ENGINEER OR GEOLOGIST. CONTRACTOR SHALL COORDINATE WITH THE GEOTECHNICAL CONSULTANT AND PROVIDE COPIES OF THE DESIGNS AND CERTIFICATIONS TO THE TOWN OF CLAYTON.
11.) ALL BUFFERS, TREE SAVE AREAS, AND UNDISTURBED AREAS SHALL BE CLEARLY IDENTIFIED BY FLAGGING AND/OR FENCING PRIOR TO COMMENCEMENT OF ANY LAND DISTURBANCE.
12.) ALL STORM PIPE SHOWN ON THIS PLAN SHALL BE WRAPPED WITH LOCATION WIRE AND TAPE.
13.) IN ALL AREAS OF FILL OR OTHERWISE DISTURBANCE OF EXISTING CONDITIONS, UNLESS OTHERWISE NOTED, THE CONTRACTOR SHALL FULLY AND COMPLETELY REMOVE AND LEGALLY DISPOSE OFF-SITE, ALL PLANT MATERIALS INCLUDING BUT NOT LIMITED TO ROOT SYSTEMS, CONCRETE, REINFORCED CONCRETE, ASPHALT DEBRIS, UNDERBRUSH, TOPSOIL AND OTHER DELETERIOUS MATERIAL. THE SUBGRADE TO REMAIN SHALL BE COMPACTED TO 95% STANDARD PROCTOR MAXIMUM DRY DENSITY FOLLOWING FULL REMOVAL OF THESE MATERIALS.
14.) ALL SUBGRADE PREP AND AREAS OF THE SITE TO RECEIVE FILL SHALL BE COMPLETED IN STRICT CONFORMANCE WITH THE RECOMMENDATIONS PROVIDED BY THE PROJECT GEOTECHNICAL ENGINEER. THE CONTRACTOR SHALL HAVE THIS REPORT ON THE JOB SITE FOR REFERENCE AT ALL TIMES. THE CONTRACTOR SHALL PROVIDE EARTHWORK OPERATIONS AND CONSTRUCTION PHASE MONITORING TO ENSURE THAT ALL COMPACTION IS COMPLETED IN ACCORDANCE WITH THE GEOTECHNICAL REPORT. THE CONTRACTOR SHALL PROVIDE TESTING REPORTS TO THE OWNER REGARDING COMPACTION TESTING PER THE TESTING PROTOCOL IN THE GEOTECHNICAL REPORT.
15.) IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN QUALIFIED PROFESSIONAL ADVICE WHEN QUESTIONS ARISE CONCERNING DESIGN AND EFFECTIVENESS OF EROSION CONTROL DEVICES. 24 HR. CONTACT: MR. JASON GASTON (770) 722-9178
16.) NO PORTION OF THIS PROPERTY LIES WITHIN A SPECIAL FLOOD HAZARD AREA PER PANEL 3710291000J, DATED 12/3/09.
17.) STORMWATER MANAGEMENT FACILITIES AND EROSION CONTROL MEASURES ARE TO BE ACCOMPLISHED PRIOR TO ANY OTHER CONSTRUCTION ON THE SITE AND MAINTAINED UNTIL PERMANENT GROUND COVER IS ESTABLISHED. STORM WATER MANAGEMENT SHALL BE IN ACCORDANCE WITH COUNTY, STATE, AND OTHER APPROPRIATE ORDINANCES AND REGULATIONS IN EFFECT AT TIME OF CONSTRUCTION PLAN APPROVAL.
18.) EXTREME CAUTION SHALL BE USED WHEN WORKING WITHIN THE VICINITY OF THE EXISTING OVERHEAD POWER LINES. CONTRACTORS SHALL NOTIFY/COORDINATE WITH NEW RIVER LIGHT AND POWER COMPANY PRIOR TO CONSTRUCTION.



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811
Know what's **below**
Call before you dig

PROJECT:

Abbi
Fo

A Multifami

ADDRESS:
Near 12282 U
Clayton,

DEVELOPER:

Reave

2964 Peachtre
Atlanta,

CONTACT: Mr. Tr

ENGINEER:

VA
EN

215 Boone Heig
Boone,
828-2

www.valore

SEAL:

NORTH
PROF
ENGI
NOT F

REVISIONS

1 TOWN COMMENTS
2 TOWN STAFF REPOR
3 TOWN EMAIL COMM
4 TOWN PLANTING CO

PROJECT MANAGE
DRAWING BY:
JURISDICTION:
DATE:
SHEET TITLE:

G

SHEET NUMBER:

SCALE: 1"
40 20 0
SCA

FILE NUMBER:

Project: Abbington Forest
Engineer: Valor Engineering, PLLC
Date: 1/26/2017

Neuse Nitrogen Table

Drainage Basin	Acreage	Maximum Impervious Percentage	Undisturbed Open Space (ac)	Nitrogen Loading (lbs)	Managed Open Space (ac)	Nitrogen Loading (lbs)	Impervious Area (ac)	Nitrogen Loading (lbs)	TOTAL Nitrogen Loading w/o BMP's (lbs)	BMP's	Nitrogen Reduction Factor	TOTAL Nitrogen Loading with BMP's (lbs)	TOTAL Nitrogen lbs/ac/yr	Excess Nitrogen lbs/ac/yr	TOTAL Nitrogen to Mitigate (lbs, 30-yrs)
Basin 1A	3.70	65.9%	0.15	0.090	1.11	1.332	2.440	51.728	53.150	DP	10%	47.84	12.93	9.33	1035.45
Basin 1B	1.24	0.0%	1.16	0.696	0.08	0.096	0.000	0.000	0.792	None	0%	0.79	0.64	-2.96	-110.16
TOTALS	**4.94**		**1.31**		**1.19**				**53.942**			**48.63**		**6.37**	**925.29**

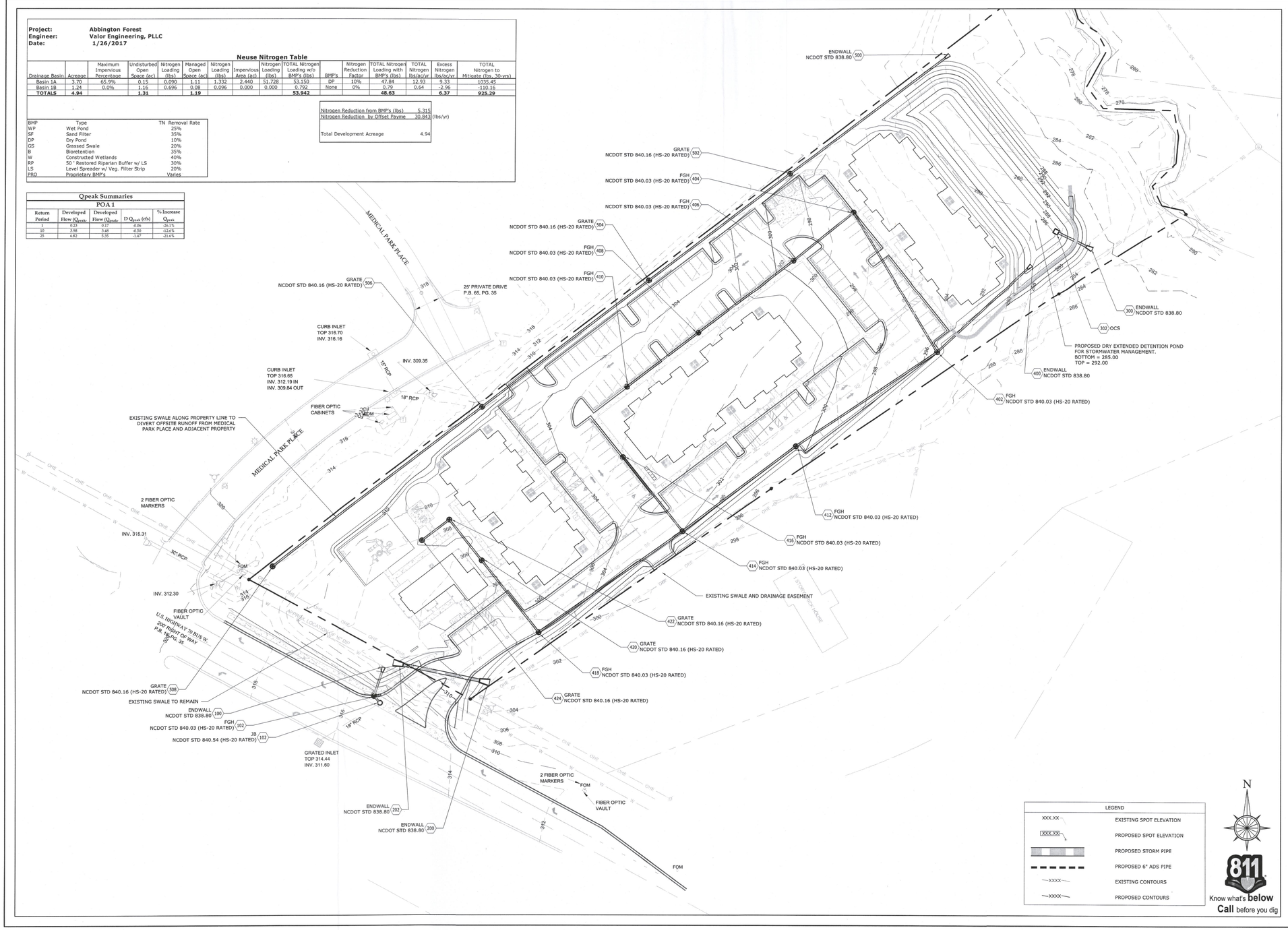
BMP	Type	TN Removal Rate
WP	Wet Pond	25%
SF	Sand Filter	35%
DP	Dry Pond	10%
GS	Grassed Swale	20%
B	Bioretention	35%
W	Constructed Wetlands	40%
RP	50 ' Restored Riparian Buffer w/ LS	30%
LS	Level Spreader w/ Veg. Filter Strip	20%
PRO	Proprietary BMP's	Varies

Nitrogen Reduction from BMP's (lbs)	5.315	
Nitrogen Reduction by Offset Payme	30.843	(lbs/yr)
Total Development Acreage	4.94	

Qpeak Summaries

POA 1

Return Period	Developed Flow (Q_{peak})	Developed Flow (Q_{peak})	D Q_{peak} (cfs)	% Increase Q_{peak}
1	0.23	0.17	-0.06	-26.1%
10	3.98	3.48	-0.50	-12.6%
25	6.82	5.35	-1.47	-21.6%



LEGEND	
XXX.XX	EXISTING SPOT ELEVATION
XXX.XX	PROPOSED SPOT ELEVATION
	PROPOSED STORM PIPE
	PROPOSED 6" ADS PIPE
XXXX	EXISTING CONTOURS
XXXX	PROPOSED CONTOURS

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PROJECT:

Abbington Forest

A Multifamily Development

ADDRESS:
Near 12282 US-70 Business
Clayton, NC 27520

DEVELOPER:
ReaVentures GROUP, LLC
2964 Peachtree Road, Ste. 640
Atlanta, GA 30305

CONTACT: Mr. Trey Coogle

ENGINEER:
VALOR ENGINEERING
215 Boone Heights Drive, Ste. 107
Boone, NC 28607
828-262-9807
www.valorengineering.com

SEAL:
NORTH CAROLINA PROFESSIONAL SEAL 035233 ENGINEER JAVON GASTON
PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS	DATE
1 TOWN COMMENTS	03/17/17
2 TOWN STAFF REPORT	03/24/17
3 TOWN EMAIL COMMENTS	04/07/17
4 TOWN PLANTING COMMENTS	04/10/17

PROJECT MANAGER:	JEG
DRAWING BY:	JEG
JURISDICTION:	Town of Clayton
DATE:	03/07/17

SHEET TITLE:

PRELIMINARY DRAINAGE PLAN

SHEET NUMBER: C-2.1

SCALE: 1" = 40'
40 20 0 40 80
SCALE IN FEET

FILE NUMBER: 056-004

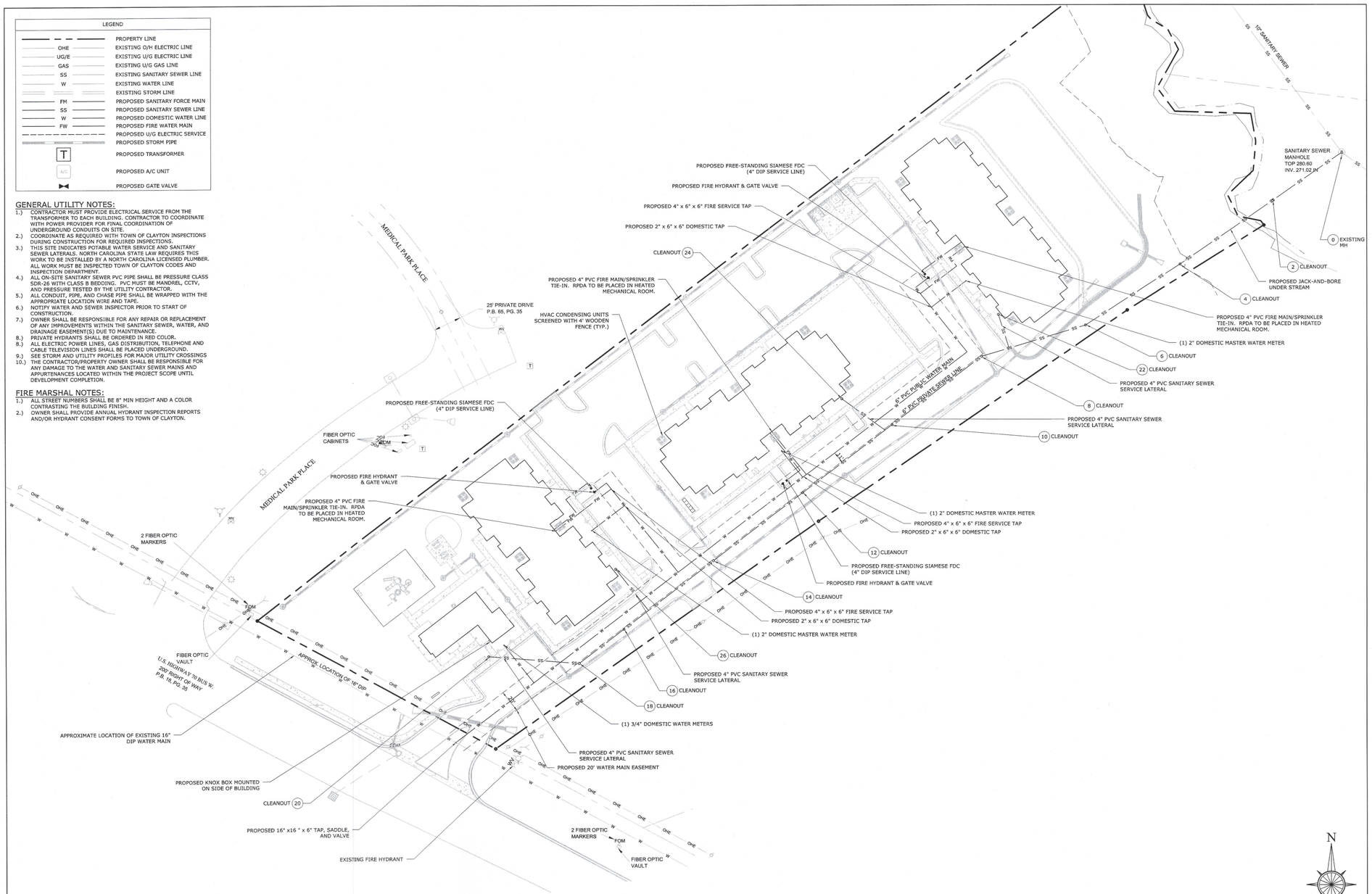
LEGEND	
	PROPERTY LINE
OHE	EXISTING O/H ELECTRIC LINE
UG/E	EXISTING U/G ELECTRIC LINE
GAS	EXISTING U/G GAS LINE
SS	EXISTING SANITARY SEWER LINE
W	EXISTING WATER LINE
	EXISTING STORM LINE
FM	PROPOSED SANITARY FORCE MAIN
SS	PROPOSED SANITARY SEWER LINE
W	PROPOSED DOMESTIC WATER LINE
FW	PROPOSED FIRE WATER MAIN
	PROPOSED U/G ELECTRIC SERVICE
	PROPOSED STORM PIPE
T	PROPOSED TRANSFORMER
A/C	PROPOSED A/C UNIT
	PROPOSED GATE VALVE

GENERAL UTILITY NOTES:

1.) CONTRACTOR MUST PROVIDE ELECTRICAL SERVICE FROM THE TRANSFORMER TO EACH BUILDING. CONTRACTOR TO COORDINATE WITH POWER PROVIDER FOR FINAL COORDINATION OF UNDERGROUND CONDUITS ON SITE.
2.) COORDINATE AS REQUIRED WITH TOWN OF CLAYTON INSPECTIONS DURING CONSTRUCTION FOR REQUIRED INSPECTIONS.
3.) THIS SITE INDICATES POTABLE WATER SERVICE AND SANITARY SEWER LATERALS. NORTH CAROLINA STATE LAW REQUIRES THIS WORK TO BE INSTALLED BY A NORTH CAROLINA LICENSED PLUMBER. ALL WORK MUST BE INSPECTED TOWN OF CLAYTON CODES AND INSPECTION DEPARTMENT.
4.) ALL ON-SITE SANITARY SEWER PVC PIPE SHALL BE PRESSURE CLASS SDR-26 WITH CLASS B BEDDING. PVC MUST BE MANDREL, CCTV, AND PRESSURE TESTED BY THE UTILITY CONTRACTOR.
5.) ALL CONDUIT, PIPE, AND CHASE PIPE SHALL BE WRAPPED WITH THE APPROPRIATE LOCATION WIRE AND TAPE.
6.) NOTIFY WATER AND SEWER INSPECTOR PRIOR TO START OF CONSTRUCTION.
7.) OWNER SHALL BE RESPONSIBLE FOR ANY REPAIR OR REPLACEMENT OF ANY IMPROVEMENTS WITHIN THE SANITARY SEWER, WATER, AND DRAINAGE EASEMENT(S) DUE TO MAINTENANCE.
8.) PRIVATE HYDRANTS SHALL BE ORDERED IN RED COLOR.
8.) ALL ELECTRIC POWER LINES, GAS DISTRIBUTION, TELEPHONE AND CABLE TELEVISION LINES SHALL BE PLACED UNDERGROUND.
9.) SEE STORM AND UTILITY PROFILES FOR MAJOR UTILITY CROSSINGS
10.) THE CONTRACTOR/PROPERTY OWNER SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE WATER AND SANITARY SEWER MAINS AND APPURTENANCES LOCATED WITHIN THE PROJECT SCOPE UNTIL DEVELOPMENT COMPLETION.

FIRE MARSHAL NOTES:

1.) ALL STREET NUMBERS SHALL BE 8" MIN HEIGHT AND A COLOR CONTRASTING THE BUILDING FINISH.
2.) OWNER SHALL PROVIDE ANNUAL HYDRANT INSPECTION REPORTS AND/OR HYDRANT CONSENT FORMS TO TOWN OF CLAYTON.



Know what's **below**
Call before you dig

PROJECT:

Abbington Forest

A Multifamily Development

ADDRESS:
Near 12282 US-70 Business
Clayton, NC 27520

DEVELOPER:
Rea Ventures Group, LLC
2964 Peachtree Road, Ste. 640
Atlanta, GA 30305

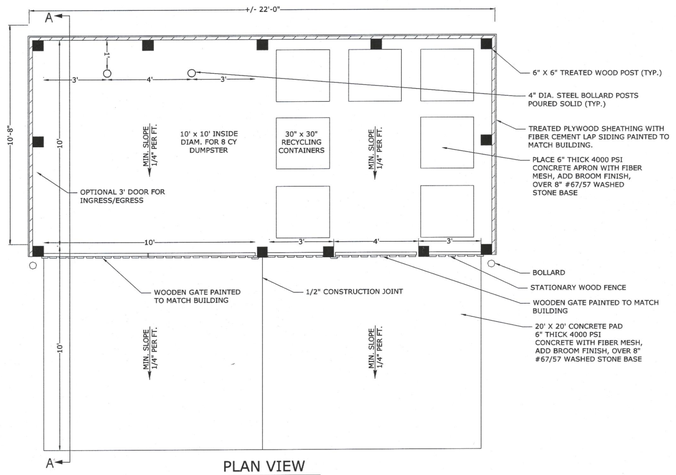
CONTACT: Mr. Trey Coogle

ENGINEER:
VALOR ENGINEERING
215 Boone Heights Drive, Ste. 107
Boone, NC 28607
828-262-9807
www.valorengineering.com

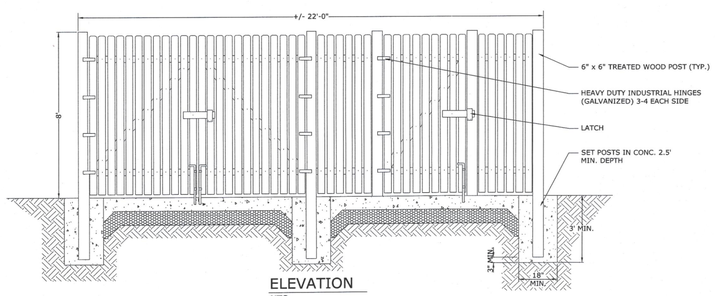
SEAL:
NORTH CAROLINA PROFESSIONAL SEAL 035233 ENGINEER JASON GASTON
PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS	DATE
1 TOWN COMMENTS	03/17/17
2 TOWN STAFF REPORT	03/24/17
3 TOWN EMAIL COMMENTS	04/07/17
4 TOWN PLANTING COMMENTS	04/10/17

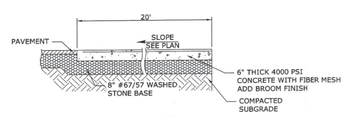
PROJECT MANAGER:	JEG
DRAWING BY:	JEG
JURISDICTION:	Town of Clayton
DATE:	03/07/17
SHEET TITLE:	PRELIMINARY UTILITY PLAN
SHEET NUMBER:	C-3
SCALE:	1" = 40' (40 20 0 40 80 SCALE IN FEET)
FILE NUMBER:	056-004



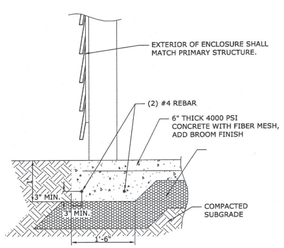
PLAN VIEW
NTS



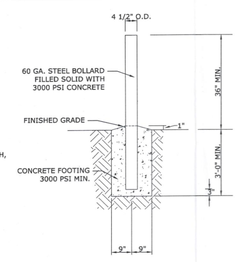
ELEVATION
NTS



SECTION "A-A" AT DUMPSTER PAD
NTS



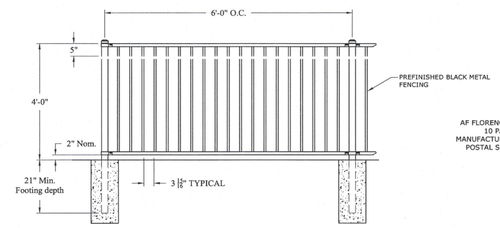
TURN-DOWN SLAB DETAIL FOR DUMPSTER ENCLOSURE
NTS



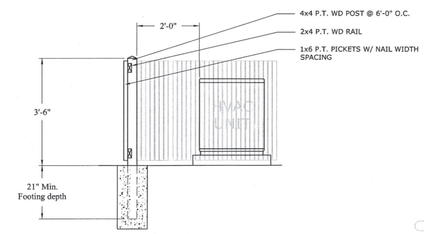
BOLLARD DETAIL
NTS

**ENCLOSURE SHALL MATCH THE MATERIALS OF THE PRIMARY STRUCTURES.

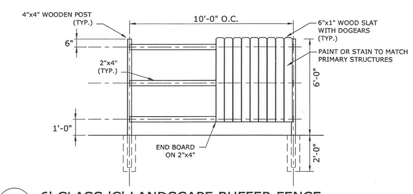
1 DUMPSTER/RECYCLING ENCLOSURE DETAIL
NOT TO SCALE



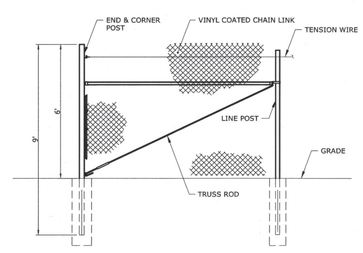
2 PLAYGROUND FENCING
NOT TO SCALE



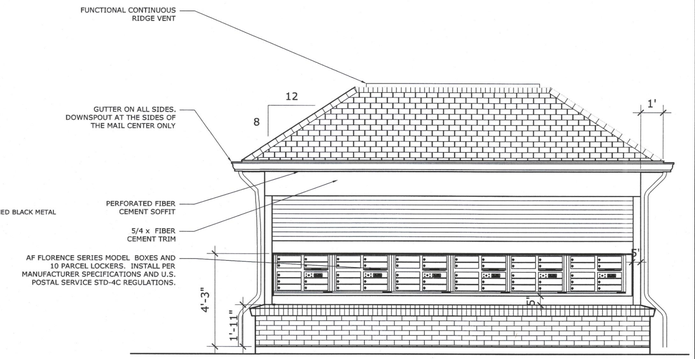
3 HVAC SCREENING
NOT TO SCALE



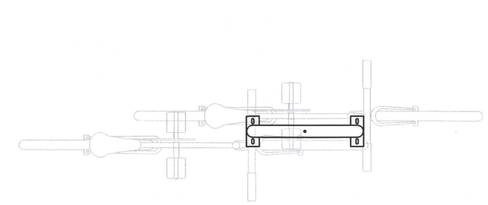
4 6' CLASS 'C' LANDSCAPE BUFFER FENCE
NOT TO SCALE



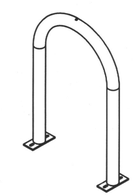
5 6' BLACK VINYL COATED CHAIN LINK FENCE (DETENTION POND)
NOT TO SCALE



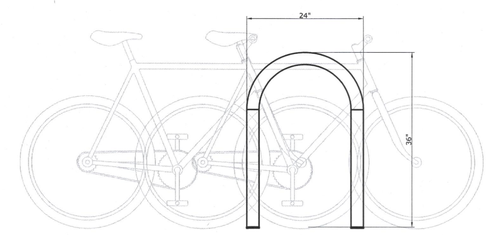
6 COVERED MAIL KIOSK
NOT TO SCALE



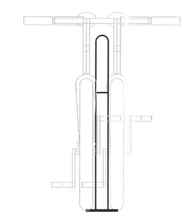
TOP VIEW



ISOMETRIC VIEW



SIDE VIEW



FRONT VIEW

7 "U" BIKE RACK DETAIL - 2 SPACES/RACK
NOT TO SCALE

811 Know what's **below** **Call** before you dig

PROJECT:

Abbington Forest

A Multifamily Development

ADDRESS:
Near 12282 US-70 Business
Clayton, NC 27520

DEVELOPER:
ReaVentures GROUP, LLC
2964 Peachtree Road, Ste. 640
Atlanta, GA 30305

CONTACT: Mr. Trey Coogle

ENGINEER:
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SEAL:
NORTH CAROLINA PROFESSIONAL SEAL 035232 ENGINEER JARRON GASTON
PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS	DATE
1 TOWN COMMENTS	03/17/17
2 TOWN STAFF REPORT	03/24/17
3 TOWN EMAIL COMMENTS	04/07/17
4 TOWN PLANTING COMMENTS	04/10/17

PROJECT MANAGER:	JEG
DRAWING BY:	JEG
JURISDICTION:	Town of Clayton
DATE:	03/07/17

SHEET TITLE:
PRELIMINARY CONSTRUCTION DETAILS

SHEET NUMBER: C-6

SCALE: NTS

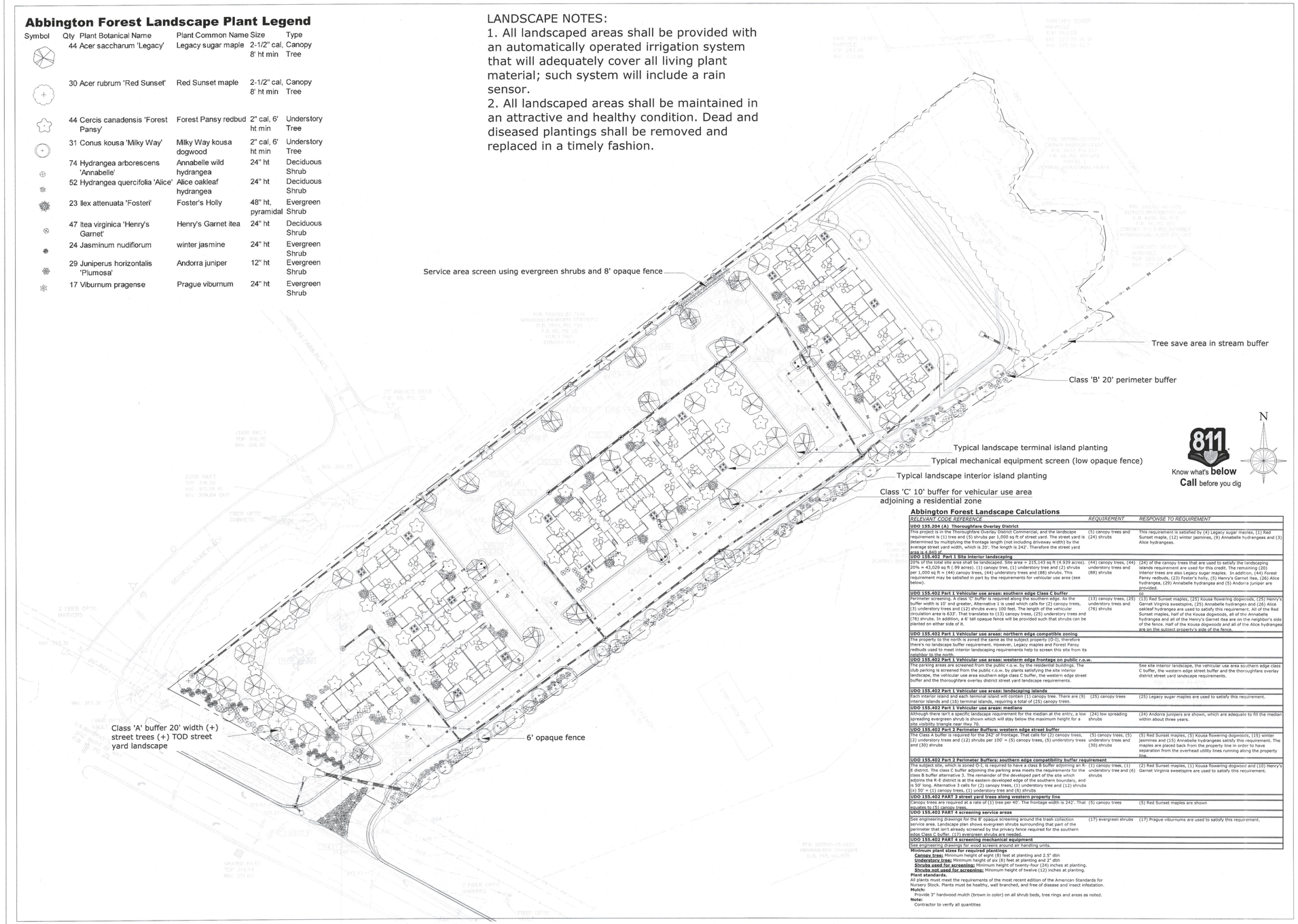
FILE NUMBER: 056-004

Abbington Forest Landscape Plant Legend

Symbol	Qty	Plant Botanical Name	Plant Common Name	Size	Type
	44	Acer saccharum 'Legacy'	Legacy sugar maple	2-1/2" cal, 8' ht min	Canopy Tree
	30	Acer rubrum 'Red Sunset'	Red Sunset maple	2-1/2" cal, 8' ht min	Canopy Tree
	44	Cercis canadensis 'Forest Pansy'	Forest Pansy redbud	2" cal, 6' ht min	Understory Tree
	31	Conus kousa 'Milky Way'	Milky Way kousa dogwood	2" cal, 6' ht min	Understory Tree
	74	Hydrangea arborescens 'Annabelle'	Annabelle wild hydrangea	24" ht	Deciduous Shrub
	52	Hydrangea quercifolia 'Alice'	Alice oakleaf hydrangea	24" ht	Deciduous Shrub
	23	Ilex attenuata 'Fosteri'	Foster's Holly	48" ht, pyramidal	Evergreen Shrub
	47	Itea virginica 'Henry's Garnet'	Henry's Garnet itea	24" ht	Deciduous Shrub
	24	Jasminum nudiflorum	winter jasmine	24" ht	Evergreen Shrub
	29	Juniperus horizontalis 'Plumosa'	Andorra juniper	12" ht	Evergreen Shrub
	17	Viburnum pragense	Prague viburnum	24" ht	Evergreen Shrub

LANDSCAPE NOTES:

1. All landscaped areas shall be provided with an automatically operated irrigation system that will adequately cover all living plant material; such system will include a rain sensor.
2. All landscaped areas shall be maintained in an attractive and healthy condition. Dead and diseased plantings shall be removed and replaced in a timely fashion.



Abbington Forest Landscape Calculations

RELEVANT CODE REFERENCE	REQUIREMENT	RESPONSE TO REQUIREMENT
UDO 155.204 (A) Thoroughfare Overlay District		
This project is in the Thoroughfare Overlay District Commercial, and the landscape requirement is (1) tree and (5) shrubs per 1,000 sq ft of street yard. The street yard is determined by multiplying the frontage length (not including driveway width) by the average street yard width, which is 20'. The length is 242'. Therefore the street yard area is 4,840 sf.	(5) canopy trees and (24) shrubs	This requirement is satisfied by (4) Legacy sugar maples, (1) Red Sunset maple, (12) winter jasmines, (9) Annabelle hydrangeas and (3) Alice hydrangeas.
UDO 155.402 Part 1 Site interior landscaping		
20% of the total site area shall be landscaped. Site area = 215,143 sq ft (4.939 acres). 20% = 43,029 sq ft (.99 acres). (1) canopy tree, (1) understory tree and (2) shrubs per 1,000 sq ft = (44) canopy trees, (44) understory trees and (88) shrubs. This requirement may be satisfied in part by the requirements for vehicular use area (see below).	(44) canopy trees, (44) understory trees and (88) shrubs	(24) of the canopy trees that are used to satisfy the landscaping islands requirement are used for this credit. The remaining (20) interior trees are also Legacy sugar maples. In addition, (44) Forest Pansy redbuds, (23) Foster's holly, (5) Henry's Garnet itea, (26) Alice hydrangea, (29) Annabelle hydrangea and (5) Andorra juniper are provided.
UDO 155.402 Part 1 Vehicular use areas: southern edge Class C buffer		
Perimeter screening. A class 'C' buffer is required along the southern edge. As the buffer width is 10' and greater, Alternative 1 is used which calls for (2) canopy trees, (3) understory trees and (12) shrubs every 100 feet. The length of the vehicular circulation area is 633'. That translates to (13) canopy trees, (25) understory trees and (76) shrubs. In addition, a 6' tall opaque fence will be provided such that shrubs can be planted on either side of it.	(13) canopy trees, (25) understory trees and (76) shrubs	0 (13) Red Sunset maples, (25) Kousa flowering dogwoods, (25) Henry's Garnet Virginia sweetspire, (25) Annabelle hydrangeas and (26) Alice oakleaf hydrangea are used to satisfy this requirement. All of the Red Sunset maples, half of the Kousa dogwoods, all of the Annabelle hydrangea and all of the Henry's Garnet itea are on the neighbor's side of the fence. Half of the Kousa dogwoods and all of the Alice hydrangea are on the subject property's side of the fence.
UDO 155.402 Part 1 Vehicular use areas: northern edge compatible zoning		
The property to the north is zoned the same as the subject property (O-I), therefore there's no landscape buffer requirement. However, Legacy maples and Forest Pansy redbuds used to meet interior landscaping requirements help to screen this site from its neighbor to the north.		
UDO 155.402 Part 1 Vehicular use areas: westerm edge frontage on public r.o.w.		
The parking areas are screened from the public r.o.w. by the residential buildings. The club parking is screened from the public r.o.w. by plants satisfying the site interior landscape, the vehicular use area southern edge class C buffer, the western edge street buffer and the thoroughfare overlay district street yard landscape requirements.		See site interior landscape, the vehicular use area southern edge class C buffer, the western edge street buffer and the thoroughfare overlay district street yard landscape requirements.
UDO 155.402 Part 1 Vehicular use areas: landscaping islands		
Each interior island and each terminal island will contain (1) canopy tree. There are (9) interior islands and (16) terminal islands, requiring a total of (25) canopy trees.	(25) canopy trees	(25) Legacy sugar maples are used to satisfy this requirement.
UDO 155.402 Part 1 Vehicular use areas: medians		
Although there isn't a specific landscape requirement for the median at the entry, a low spreading evergreen shrub is shown which will stay below the maximum height for a site visibility triangle near Hwy 70.	(24) low spreading shrubs	(24) Andorra junipers are shown, which are adequate to fill the median within about three years.
UDO 155.402 Part 2 Perimeter Buffers: western edge street buffer		
The Class A buffer is required for the 242' of frontage. That calls for (2) canopy trees, (2) understory trees and (12) shrubs per 100' = (5) canopy trees, (5) understory trees and (30) shrubs	(5) canopy trees, (5) understory trees and (30) shrubs	(5) Red Sunset maples, (5) Kousa flowering dogwoods, (15) winter jasmines and (15) Annabelle hydrangeas satisfy this requirement. The maples are placed back from the property line in order to have separation from the overhead utility lines running along the property line.
UDO 155.402 Part 2 Perimeter Buffers: southern edge compatibility buffer requirement		
The subject site, which is zoned O-I, is required to have a class B buffer adjoining an R-E district. The class C buffer adjoining the parking area meets the requirements for the class B buffer alternative 3. The remainder of the developed part of the site which adjoins the R-E district is at the eastern developed edge of the southern boundary, and is 50' long. Alternative 3 calls for (2) canopy trees, (1) understory tree and (12) shrubs (x) 50' = (1) canopy trees, (1) understory tree and (6) shrubs	(1) canopy trees, (1) understory tree and (6) shrubs	(2) Red Sunset maples, (1) Kousa flowering dogwood and (10) Henry's Garnet Virginia sweetspire are used to satisfy this requirement.
UDO 155.402 PART 3 street yard trees along western property line		
Canopy trees are required at a rate of (1) tree per 40'. The frontage width is 242'. That equates to (5) canopy trees.	(5) canopy trees	(5) Red Sunset maples are shown
UDO 155.402 PART 4 screening service areas		
See engineering drawings for the 8' opaque screening around the trash collection service area. Landscape plan shows evergreen shrubs surrounding that part of the perimeter that isn't already screened by the privacy fence required for the southern edge Class C buffer. (17) evergreen shrubs are needed.	(17) evergreen shrubs	(17) Prague viburnums are used to satisfy this requirement.
UDO 155.402 PART 4 screening mechanical equipment		
See engineering drawings for wood screens around air handling units.		

Minimum plant sizes for required plantings

Canopy tree: Minimum height of eight (8) feet at planting and 2.5" dbh
Understory tree: Minimum height of six (6) feet at planting and 2" dbh
Shrubs used for screening: Minimum height of twenty-four (24) inches at planting.
Shrubs not used for screening: Minimum height of twelve (12) inches at planting.

Plant standards.
All plants must meet the requirements of the most recent edition of the American Standards for Nursery Stock. Plants must be healthy, well branched, and free of disease and insect infestation.

Mulch:
Provide 3" hardwood mulch (brown in color) on all shrub beds, tree rings and areas as noted.

Note:
Contractor to verify all quantities

PROJECT:

Abbington Forest

A Multifamily Development

ADDRESS:
Near 12282 US-70 Business
Clayton, NC 27520

DEVELOPER:

ReaVentures GROUP LLC
2964 Peachtree Road, Ste. 640
Atlanta, GA 30305

CONTACT: Mr. Trey Coogle

LANDSCAPE ARCHITECT:

782 Little Laurel Rd Ext
Boone, NC 28607
828-264-4149
www.oelbergla.com

SEAL:

PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS	DATE
Revised plan, address comments	3-09-17
Revised plan, address comments	3-17-17
Revised plan, address comments	4-07-17
Revised plan, address comments	4-10-17

PROJECT MANAGER: RNO
DRAWING BY: RNO
JURISDICTION: Town of Clayton
DATE: 01/30/17
SHEET TITLE:

LANDSCAPE PLAN

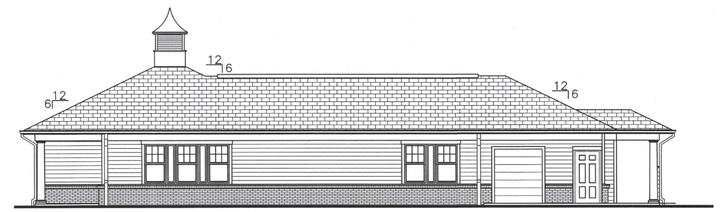
SHEET NUMBER: L-1

SCALE: 1" = 40'
40 20 0 40 80
Scale in Feet

FILE NUMBER: Abbington Forest

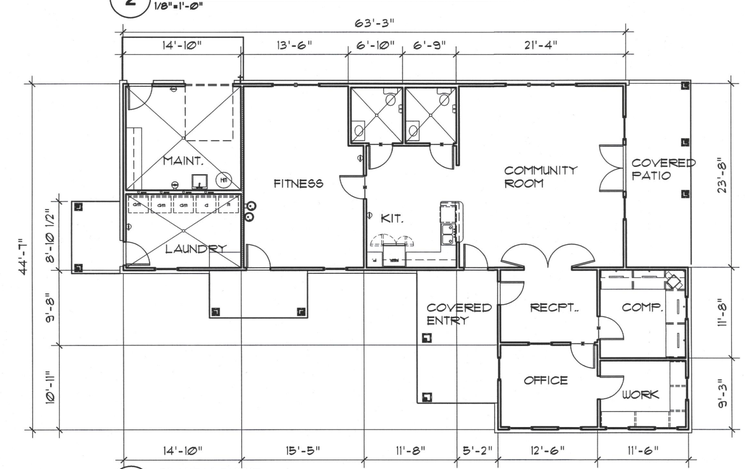
5 CLUBHOUSE RIGHT ELEVATION
1/8"=1'-0"

4 CLUBHOUSE LEFT ELEVATION
1/8"=1'-0"



3 CLUBHOUSE REAR ELEVATION
1/8"=1'-0"

2 CLUBHOUSE FRONT ELEVATION
1/8"=1'-0"



1 CLUBHOUSE
1/8"=1'-0"
1,938 HEATED S.F.

0 4' 8' 16'
SCALE: 1/8" = 1'-0"

PROJECT	REVISIONS
2016-133	4/3/17
DATE: 3/17/17	4/12/17
DRAWN BY / CHECKED BY: DET	

MARTIN RILEY ASSOCIATES - ARCHITECTS, P.C.
215 CHURCH STREET SUITE 200 DECATUR GEORGIA 30030-3329 404-373-2800

ABBINGTON FOREST
CLAYTON, NC

NOT RELEASED FOR CONSTRUCTION

A2.1

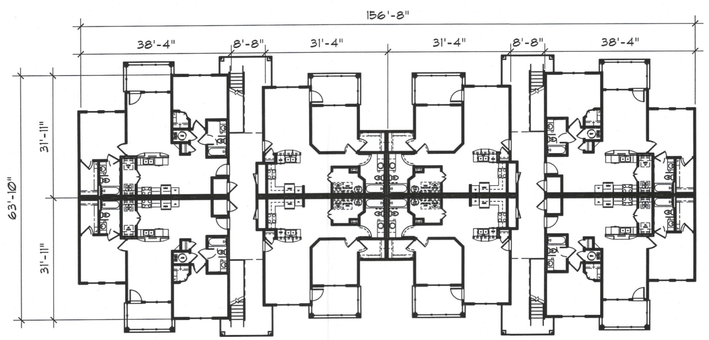
PLOTTED: Apr 12, 2017 - 10:54am LOCATION: P:\REA\2016-133 Clayton, NC\Prelim\2016\X-Ref_prelim\ Clayton NC Building Plans and Elevations ZONING.dwg Plotted By: dthompson - Copyright 2017

4 SIDE ELEVATIONS BUILDING #100
1/16"=1'-0" SECOND AND THIRD FLOOR SIMILAR

2 SIDE ELEVATIONS BUILDING #200 AND #300
1/16"=1'-0" SECOND AND THIRD FLOOR SIMILAR

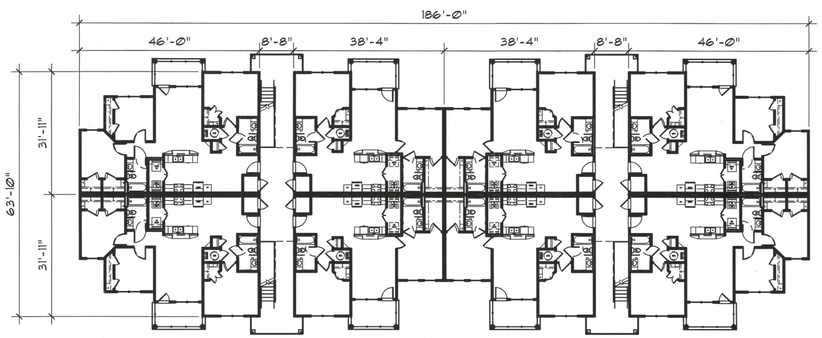
3 FRONT AND REAR ELEVATION BUILDING #100
1/16"=1'-0" SECOND AND THIRD FLOOR SIMILAR

1 FRONT AND REAR ELEVATION BUILDING #200 AND #300
1/16"=1'-0" SECOND AND THIRD FLOOR SIMILAR



4 BUILDING #100
1/16"=1'-0" SECOND AND THIRD FLOOR SIMILAR

BUILDING #100
27,679 GROSS S.F.
24 UNITS



1 BUILDING #200 AND #300
1/16"=1'-0" SECOND AND THIRD FLOOR SIMILAR

BUILDING #200
33,505 GROSS S.F.
24 UNITS

BUILDING #300
33,505 GROSS S.F.
24 UNITS

0 8' 16' 32'
SCALE: 1/16" = 1'-0"

REVISIONS	
4/3/17	
4/12/17	

PROJECT 2016-133
DATE 3/17/17
DRAWN BY / CHECKED BY DET

MARTIN RILEY ASSOCIATES - ARCHITECTS, P.C.
215 CHURCH STREET SUITE 200 DECATUR GEORGIA 30030-3329 404-373-2800

ABBINGTON FOREST
CLAYTON, NC

NOT RELEASED FOR CONSTRUCTION

A2.2

PLOTTED: Apr 12, 2017 - 10:56am LOCATION: P:\REA\2016-133 Clayton, NC\Prelim\2016\X-Ref_prelim\ Clayton NC Building Plans and Elevations ZONING.dwg Plotted By: dthompson - Copyright 2017

PUBLIC NOTICE

In accordance with NC GS 160A-364, the Clayton Town Council will hold an evidentiary hearing on Monday, May 1, 2017 at 6:30 PM at Town Hall, 111 East Second Street, to consider application 2017-08-SUP Abbington Forest Apartments, Special Use Permit. The application will first be introduced to Council at their April 17th work session, where they will set a date certain for a hearing. This application requires a Special Use Permit to develop apartments on the subject property; parcel number 165910-26-9035; approx. address 12282 US Hwy 70 Bus.

During an evidentiary hearing, the Clayton Town Council must make findings of fact based upon sworn testimony and other credible evidence. Citizens may give testimony in an evidentiary hearing after they have taken an oath.

These Council meetings are open to the public and anyone is invited to attend.

Haley Hogg, Planner
919-553-5002

The Clayton News Star

Please advertise on the following dates:
Wednesday, April 12, 2017
Wednesday, April 19, 2017
Wednesday, April 26, 2017

Affidavit of publication required.

Resolution #2017-11

TOWN OF CLAYTON
RESOLUTION GRANTING WASTEWATER TREATMENT CAPACITY FOR ABBINGTON FOREST APARTMENTS

WHEREAS, the Town of Clayton operates a wastewater treatment plant known and permitted as the "Little Creek Water Reclamation Facility"; and,

WHEREAS, said facility is permitted to treat a maximum average of 2.5 million gallons daily; and,

WHEREAS, the Town of Clayton holds several interlocal agreements which secure additional wastewater treatment capacity from other available sources; and,

WHEREAS, the North Carolina Department of Environment and Natural Resources (NCDENR) regulates, reviews, and permits flow tributary to newly extended or installed wastewater treatment collection facilities tributary to the Town of Clayton system; and,

WHEREAS, flow from sanitary sewer customers tributary to existing lines owned and operated as part of the Town of Clayton is bound to abide by the permitted average daily flow at the Little Creek Water Reclamation Facility in conjunction with other available sources and consistent with interlocal agreements regarding wastewater treatment.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON that the following is found:

1. The Town of Clayton has, according to the most recent accounting, sufficient excess and unallocated treatment capacity to approve additional allocation.

2. Such available capacity may be made available to users in accordance with regulatory and legal parameters established to ensure satisfactory treatment plant operation.

3. An allocation for wastewater treatment capacity is granted in the amount of 20,285 GPD to Abbington Forest Apartments as outlined in allocation request from Valor Engineering.; **herewith attached**.

4. Said allocation is approved subject to and conditioned upon review and approval of all required regulatory processes.

5. Said allocation is non transferable, non assignable, and made for the projects as described and for the noted location unless explicitly approved by the Town of Clayton.

6. Said allocation may be revoked or reclaimed in accordance with the policies of the Town of Clayton as adopted or amended now or in the future. No property right is conferred with the granting of an allocation except as otherwise explicitly allowed by policy, ordinance, or action of the Town of Clayton.

7. Said allocation is subject to payment of applicable fees in accordance with adopted ordinances, policies, and fee schedules of the Town of Clayton.

Duly resolved by the Clayton Town Council this 1st day of May , 2017 while in regular session.

_____
Jody L. McLeod
Mayor

_____
Kimberly A. Moffett, CMC, NCCMC
Town Clerk

TOWN OF CLAYTON
SPECIAL USE PERMIT
#2017-08-SUP
GRANTED

On the date listed below, the Town Council for the Town of Clayton met and held an evidentiary hearing to consider the following application:

Applicant:	Rea Ventures
Property Owner:	Omkrishna LLC
Property Location:	Off of US Highway 70 Business, adjacent to Medical Park Place
Brief Property Description:	4.94 acres
Tax Parcel Number:	165910-26-9035/05G01200D
Proposed Use of Property:	Apartments
Hearing Date:	May 1, 2017

Having heard all the evidence and argument presented at the hearing, the Town Council makes the following findings:

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The Town Council also finds the Special Use Permit is subject to the following conditions:

1. An annexation petition for the property shall be submitted to the Town of Clayton.
2. All off-site roadway improvements recommended by the Traffic Study, NCDOT Congestion Management, NCDOT Division 4, and the Town shall be installed prior to the issuance of the certificate of occupancy that creates the demand for the improvement.
3. No utilities shall interfere with required landscape islands. The location of landscape islands shall be adjusted to ensure that no interference exists.
4. All dumpster enclosures shall be screened by landscaping utilizing evergreen shrubs that shall be maintained at a minimum height of at least 36" within two years of planting, pursuant to 155.402(G)(2)(c).
5. All parking rows shall terminate in a curbed landscaped island. All terminal islands shall include a minimum of one tree with a minimum caliper of 2.5", pursuant to 155.402(D)(2)(b)(2).
6. All service areas shall be fully enclosed by opaque walls, gates, and/or fences at least eight feet high and shall be constructed of the same materials as the primary building.
7. Bi-weekly pick-up shall be required for all dumpsters in order to ensure there will be no issues with trash overflow at the dumpster locations.

TOWN OF CLAYTON

BY: _____
Jody McLeod
Mayor

DATE: _____ [Note: within 14 days of decision per Code Section 155.702(G)]

ATTEST:

_____(SEAL)
Kimberly A. Moffett, CMC, NCCMC
Town Clerk

Town of Clayton
Town Council
SUP Motion Sheet

After considering the competent, material, and substantial evidence presented, including the application and materials of record, I move to (PICK ONE):

- ☐ Approve
- ☐ Deny
- ☐ Approve with Conditions

SUP Application **2017-08-SUP**

This motion is based on the following findings:

1. The application **WILL NOT** materially endanger the public health or safety if located where proposed, and developed according to the plans as submitted and approved.

OR

The application **WILL** materially endanger the public health or safety if located where proposed, and developed according to the plans as submitted and approved. (State evidence supporting finding.)

****

2. The application **MEETS** all required specifications and **CONFORMS** to the standards and practices of sound land use planning and the Town Code of Ordinances, or other applicable regulations.

OR

The application **DOES NOT MEET** all required specifications and **DOES NOT CONFORM** to the standards and practices of sound land use planning and the Town Code of Ordinances, or other applicable regulations. (State evidence supporting finding.)

****

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

OR

The application **WILL** substantially injure the value of adjoining or abutting property, and **WILL** be detrimental to the use or development of adjacent properties or other neighborhood uses. (State evidence supporting finding).

****

4. The application **WILL NOT** adversely affect the adopted plans and polices of the Town, or violate the character of existing standards for development of the adjacent properties.

OR

The application **WILL** adversely affect the adopted plans and polices of the Town, or violate the character of existing standards for development of the adjacent properties. (State evidence supporting finding.)

****

[If approved with conditions] The applicant meets the above findings subject to the following conditions:

Town Council Agenda Cover Sheet

Meeting Date

May 1, 2017

Agenda Location

Public Hearing

Item Title

2017-20-RZ Gateway Drive Lot 6 Rezoning

Presenter (Name & Title)

Planning Department

Summary/Description

Request to rezone the subject property from Highway Business Special Use District (B-3 SUD) to Office-Institutional (O-I).

Requested Action

Approval/Denial Rezoning

Additional Documents To Be Included in Agenda Packet

Staff Report
Staff Report Maps
Application
Neighborhood Meeting Materials

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: Lot 6 Gateway Dr. **Acreage of Property:** 1.18 Ac
County Tag Number: 05G-02035 **NC PIN:** 165905-16-8998
Address/Location: Lot 6 Gateway Drive Clayton NC 27520
Existing Zoning District: B3 Special use
Proposed Zoning District: O/I

APPLICANT INFORMATION

Applicant: Windswept Properties of NC, LLC / Eric M Janis
Mailing Address: 2829 Museum Ridge Dr Clayton NC 27520
Phone Number: 919 795 6996 **Fax:**
Contact Person: Eric Janis
Email Address: ejanis1@yahoo.com

RECEIVED
JAN 24 2017
TOWN OF CLAYTON
PLANNING DEPARTMENT

FOR OFFICE USE ONLY

Date Received: Amount Paid: $500.00 $100.00 - Ad Fee File Number: 2017-20-RZ

PROPERTY OWNER INFORMATION

Name: Windsweept Properties of NC, LLC

Mailing Address:

Phone Number: **Fax:**

Email Address:

EXPLANATION OF PROJECT

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

Rezoning from GB SU zoning to OI zoning.
OI zoning more suitable for offices / medical buildings / healthcare associated businesses in accordance with current development.

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: 12/14/2016	☑	☐			
2. Review Fee ($500 for standard rezoning OR $1,000 + $5.00/acre for Planned Developments) and Advertisement Fee ($100)	☑				
3. Completed application	☑				
4. Owner's Consent Form *Required if applicant is not property owner.*	☐	☑			
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 portion 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) *See sample letter and meeting requirements included in this packet*	☑				
9. Neighborhood meeting summary form (1 copy) *Included in this packet*	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) *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.*	☑				

APPROVAL CRITERIA

All applications for a Rezoning must address the following findings:

1. Consistency with the adopted plans of the Town.

   O/I more suitable for offices/medical buildings/healthcare associated businesses, similar to current development

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

   Greater flexibility with O/I zoning for recruitment of health-care associated business.

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

   Increases opportunities for health care businesses to meet growing health care needs of JoCo - Clayton

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.

   Adequate infrastructure plans in place.

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

   Re zoning in accord with multiple other properties adjacent to this property.

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.

   Already planned for healthcare associated businesses
   Other properties in development zoned O/I

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 - other properties in development are zoned O/I

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.

Eric Mojas		12/15/2016
Print Name	***Signature of Applicant***	***Date***

NEIGHBORHOOD MEETING INFORMATION

Purpose:

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

Meeting Date:

10-25 days before

neighbor meeting Feb 10-15 send notice late January

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

Jan 3 Feb 1st - Feb 27th 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.

• Can rent Clayton Ctr

Meeting Notice Mailing requirements:

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

Information provided at the Neighborhood Meeting:

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

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

Information provided to Planning Department:

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

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

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

ADJACENT PROPERTY OWNERS LIST

Project Name: Gateway Drive lot 6

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
05G02003K	McNutt Family Holdings LLC	109 Richelieu Dr Cary NC 27618
05G02003A	Gateway Dental Ctr, LLC	304 Tow Court Clayton NC 27520
05G02003C	RSkin LLC	11708 US Hwy 70W Clayton NC 27520
05E99020F	NC Dept of Agriculture	Central Crops Research Station
		13223 US Hwy 70W Clayton NC 27520
05G02003S	Arkenia Properties, LLC	1621 Kirkby Lane Raleigh NC 27614-7228

SAMPLE NEIGHBORHOOD MEETING LETTER
(PLACE ON AGENT'S OR OWNER'S LETTERHEAD)

<Date>

Dear Clayton Area Property Owner:

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

Meeting Date: _____ Meeting Time: _____

Meeting Location: _____

Type of Application: _____

Project/proposal property address: _____

Description of project/proposal: _____

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

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

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

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

Sincerely,

<Applicant>

Cc: Town of Clayton Planning Dept.

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
March 27, 2017

STAFF REPORT

Application Number: 2017-20-RZ
Project Name: Gateway Drive Lot 6 Rezoning

NC PIN / Tag #: 165909-16-8998 / 05G02003B
Overlay: None
Applicant: Windswept Properties of NC LLC
Owner: Windswept Properties of NC LLC
Location: The property is located off Gateway Drive

Public Noticing:

- Neighborhood meeting February 6, 2017
- Sign posted March 17, 2017
- Letters mailed prior to April 20, 2017
- Newspaper ad published April 19, 2017 and April 26, 2017

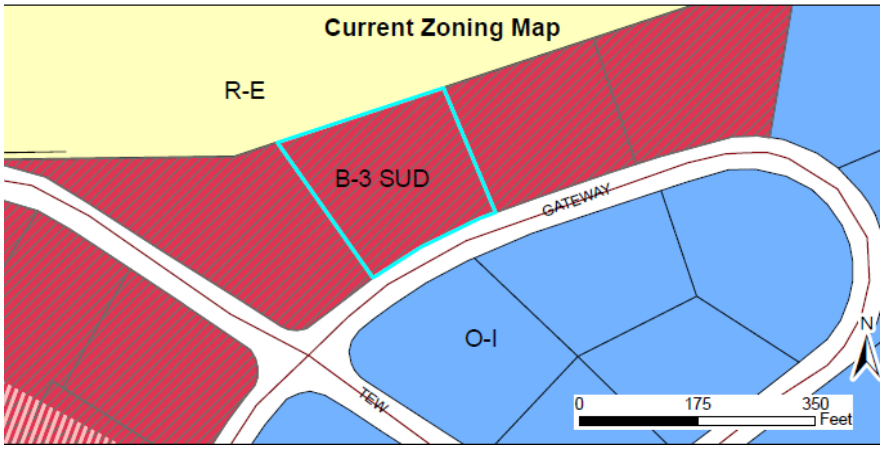
REQUEST: Rezoning from Highway-Business Special Use District (B-3 SUD) to Office-Institutional (O-I)

SITE DATA:

Acreage: 1.18 acres
Existing Use: Vacant

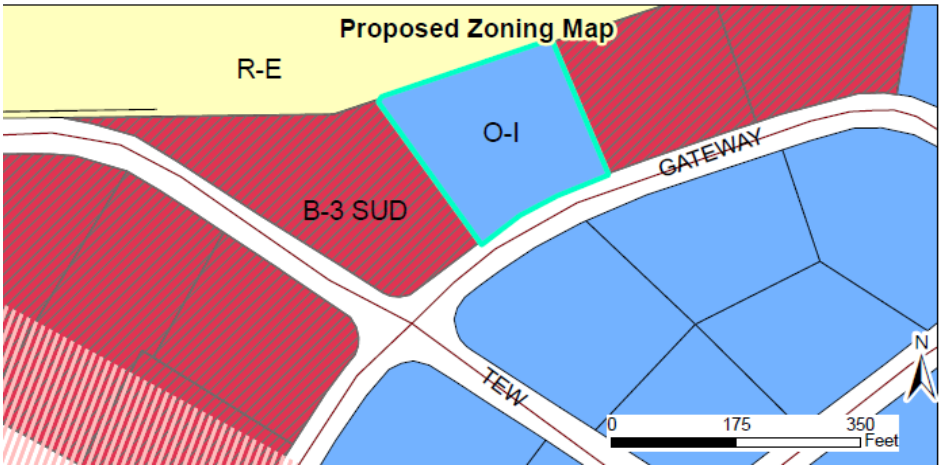
ADJACENT ZONING AND LAND USES:

Direction	Zoning	Existing Use
North	Residential-Estate (R-E)	Single-Family Residential
South	Office-Institutional (O-I)	Medical Offices & Vacant
East	Highway-Business Special Use District (B-3 SUD)	Vacant
West	Highway-Business Special Use District (B-3 SUD)	Medical Office



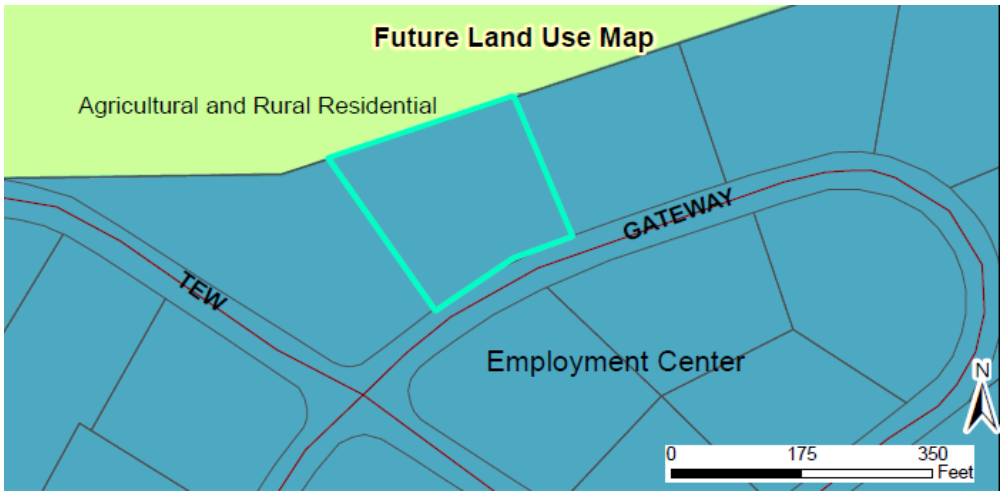
STAFF ANALYSIS AND COMMENTARY:

Overview
The applicant is requesting to rezone the subject property from Highway-Business Special Use District (B-3 SUD) to Office-Institutional (O-I). The property is currently vacant, and the applicant is requesting this rezoning in order to prepare the property for future sale and development. Staff is comfortable with this rezoning request as the requested zoning district is more appropriate given that the property is located within an existing office park. It is worth noting that a large number of the surrounding properties are zoned Office-Institutional, and nearby developed properties primarily consist of medical offices.



Compatibility with Surrounding Land Uses
The rezoning request is compatible with surrounding land uses. The subject property is located within an existing office park, with the majority of the properties either undeveloped or consisting of office uses.

Consistency with the Comprehensive Plan 2040
The proposed rezoning is consistent with the Comprehensive Plan 2040 which designates this property as "Employment Center".



CONSIDERATIONS:

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

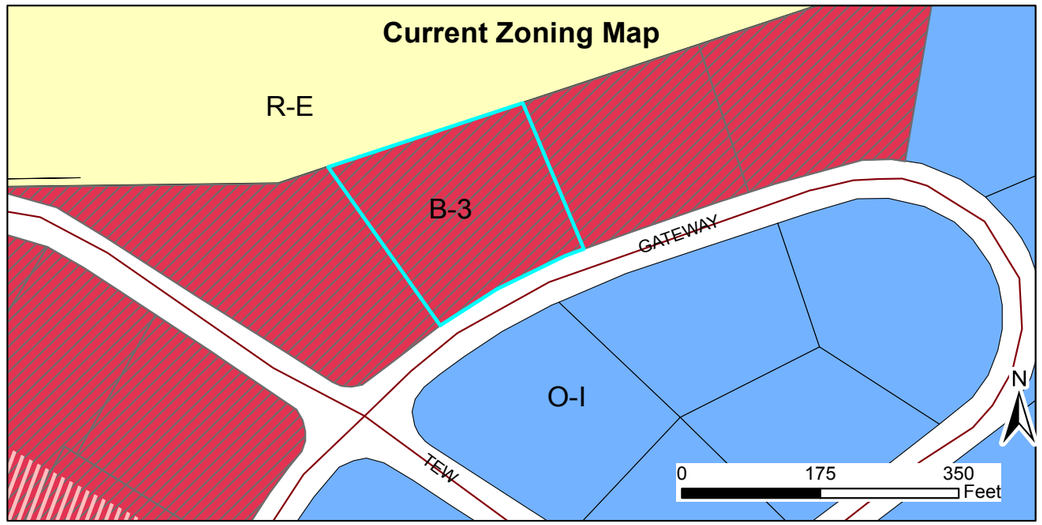
- When adopting or rejecting the rezoning, the Town Council shall approve a statement describing whether its action is consistent with adopted plans and/or policies of the Town and explaining why the Council considers the action taken to be reasonable and in the public interest.
- The applicant has addressed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

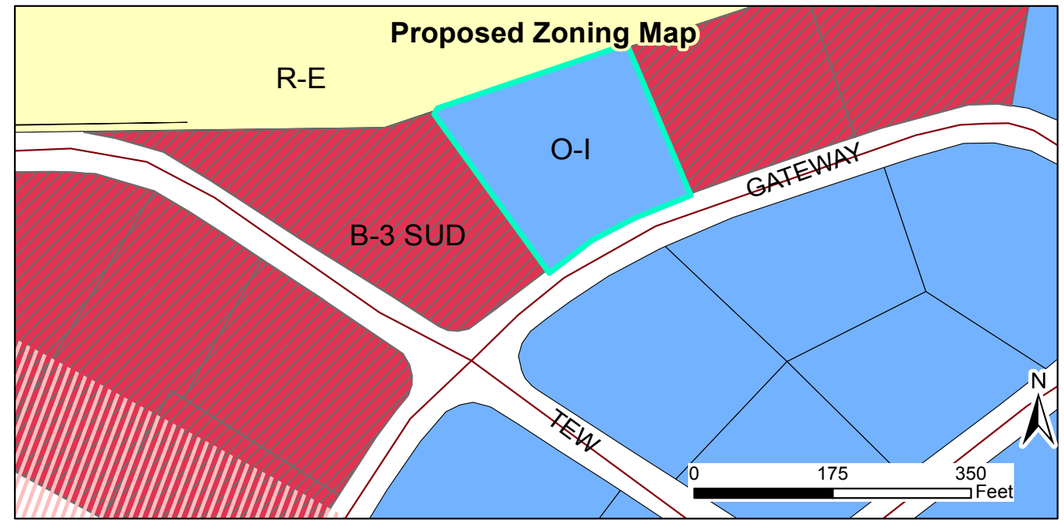
STAFF RECOMMENDATION:

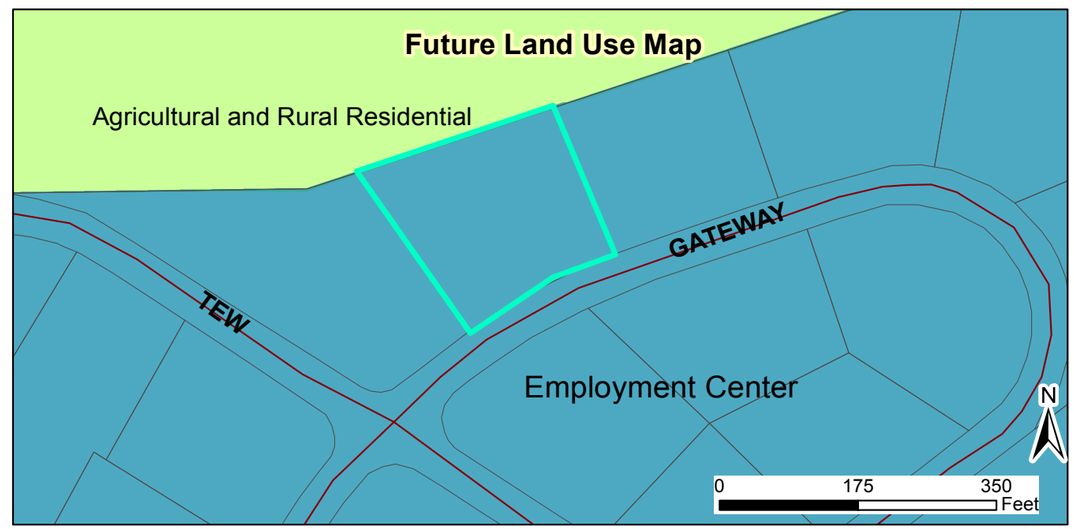
Staff is recommending approval of the rezoning of the subject parcel from B-3 SUD to O-I.

ATTACHMENTS:

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



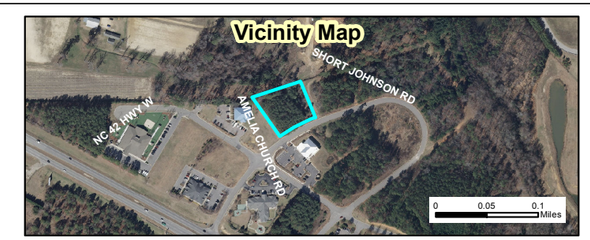




2017-20-RZ Gateway Drive Lot 6 Rezoning
Request: To rezone the subject parcel from B-3 SUD to O-I
Applicant: Windswept Properties of NC LCC
Property Owners: Windswept Properties of NC LLC
Parcel ID: 165909-16-8998
Tag #: 05G02003B

N

Parcels
All_Roads
Special Use District
Thorough Fare Overlay
Scenic Highway Overlay
Roads
Railroads



Document Path: O:\PLANNING\REZONING\Rezoning\2017\2017-20-RZ Gateway Drive, Lot 6\Maps\Staff Report Maps 2017-20-RZ.mxd

Windswept Properties of NC, LLC

2829 Horsemans Ridge Drive• Clayton, NC 27520• Phone: 919-795-6996
E-Mail: ejanis1@yahoo.com

01.24.17

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 or development proposal involving property adjacent to, or in close proximity to, property shown in your ownership by Johnston County tax records. This is an application to rezone lot 6 in Gateway Drive from a B3 special use district to O/I zoning. Though there are no immediate plans for development on this lot, this will allow the property to be developed for its intended use as a facility for a health-care associated business. 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: 2.6.17 Meeting Time: 6:30pm

Meeting Location: Starbucks in Clayton on Hwy 70

Type of Application: Rezoning from B3 Special Use district to O/I zoning

Project/Proposal Property Address: Lot 6, Gateway Drive, Clayton, NC

Description of Project/Proposal: Rezoning only. No immediate plans for development of the lot.

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 neighborhood properties and roads.
3. A map, drawing, or other depiction of the proposed land use change or development proposal.

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

If you have any questions prior to or after this meeting, you may contact us at 919.795.6996. You may also contact the Planning Department at 919.553.5002.

Sincerely,

Eric M. Janis

Cc: Town of Clayton Planning Dept.

ADJACENT PROPERTY OWNERS LIST

Project Name: Gateway Drive lot 6

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
05G02003K	McNutt Family Holdings LLC	109 Richelieu Dr Cary NC 27518
05G02003A	Gateway Dental Ctr, LLC	304 Tow Court Clayton NC 27520
05G02003C	R Stan LLC	11708 US Hwy 70W Clayton NC 27520
05E99020F	NC Dept of Agriculture	Central Crops Research Station
		13223 US Hwy 70W Clayton NC 27520
05G02003S	Athenia Properties, LLC	7621 Kirkby Lane Raleigh NC 27614-7228

NEIGHBORHOOD MEETING ATTENDANCE ROSTER

Project: Rezoning of Lot 6, Gateway Drive, Dayton, NC

Application: Rezoning from B3 SU District to C/I Zoning

Location/Date: Feb 6, 2017 6:30pm

	NAME	ADDRESS
1	No attendees	
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
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March 16, 2017

Town of Clayton Planning Department
111 E. Second Street, Clayton, NC 27520

Dear Paralee and the Planning Board;

I look forward to attending the planning board meeting on 3/27 to discuss the rezoning of Lot 6, Gateway Drive, in Clayton from B3 Special use district to O/I zoning.

In accordance with the guidelines, I sent a notice to potentially affected neighbors on 1/24/17 (see enclosed). I received a phone call from a representative of McNutt Family Holdings, LLC on or about 1/27/17 and discussed the planned zoning change with her.

I was present at the planned meeting location (Starbuck's in Clayton) at the planned meeting time and waited for 45 minutes for other to attend; none did attend.

Attached are the documents required.

I hope that that we may proceed with the rezoning as soon as able.

Warmly,

Eric M. Janis, MD

NEIGHBORHOOD MEETING SUMMARY FORM

FILL OUT THE FOLLOWING:

Application: Lot 6 Gateway Drive rezoning

Date of Mailing: 1/24/2017

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: Eric Morris Signature: [signature]

Date of Meeting: 2/6/2017 Time of Meeting: 6:30pm

Location of Meeting: Starbucks, Clayton, NC

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.*

Spoke by telephone with representative of Merritt Family Holdings, LLC and discussed that this was a zoning change to better reflect the needs of the community to rezone to OI. I explained that I currently have no plans to develop the property, but wished to change the zoning to allow some greater flexibility in how the property could be developed. All questions were answered to the representative's satisfaction.

No persons or representatives attended the meeting at Starbuck's in Clayton.

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

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

GATEWAY DRIVE, LOT 6
2017-20-RZ

On March 27, 2017, the Planning Board heard the above-referenced request and made the following vote:

Recommendation to the Town Council to

- [x] approve the request;
- [ ] deny the request.

Recommendation(s) made this 27th day of March 2017 while in regular session.

Signed:

~~Frank Price~~, Planning Board Chair
Bob Ahlert Vice

TOWN OF CLAYTON

REZONING AMENDMENT

CONSISTENCY AND REASONABLENESS STATEMENT

Gateway Drive, Lot 6
(2017-20-RZ)

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:

- LU1.1 – Encourage development that is consistent with the Future Land Use Map
- LU1.3 – Encourage nonresidential land uses to support Neighborhood and Community Centers.

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 proposed rezoning allows for uses that are better suited to the surrounding Office-Institutional uses in the office park, especially since the existing Highway Business zoning is encumbered by a Special Use District category.

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

PPAB 2574608v1

PUBLIC NOTICE

In accordance with NC GS 160A-384, the Clayton Town Council will hold a public hearing on Monday, May 1, 2017, at 6:30 PM at Town Hall, 111 East Second Street, to consider rezoning request 2017-20-RZ Gateway Drive Lot 6 Rezoning. Parcel number 165909-16-8998. The applicant is requesting to rezone the property from Highway-Business Special Use District (B-3 SUD) to Office-Institutional (O-I).

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:
Wednesday, April 19, 2017
Wednesday, April 26, 2017

Affidavit of publication required.

Ordinance #2017-05-01

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 Office-Institutional (O-I) 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 Windswept Properties; 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 May 1, 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 Office-Institutional zone the following described property:

General Description:
Located off Gateway Drive

Specific Description:
NC Parcel Identification Numbers: 165909-16-8998

SECTION 2. That the official Town of Clayton Zoning Map is hereby amended to include in the Office-Institutional 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 1st day of May 2017 while in regular session.

_____
Jody McLeod
Mayor

ATTEST:

_____
Kimberly A. Moffett, CMC, NCCMC
Town Clerk

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

After considering the recommendations of the Planning Board and Planning Director, I move to **[approve OR deny]** **#2017-20-RZ**

[IF APPROVING]

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

Town Council Agenda Cover Sheet

Meeting Date

May 1, 2017

Agenda Location

New Business

Item Title

2016-2017 Audit Contract

Presenter (Name & Title)

Robert McKie, Finance Director

Summary/Description

Mr. McKie will present contract from Anderson, Smith & Wike PLLC., for services to perform the 2016-2017 audit.

Requested Action

Approval

Additional Documents To Be Included in Agenda Packet

2016-2017 Audit Contract

LGC-205 (Rev. 2017)

CONTRACT TO AUDIT ACCOUNTS

Of Town of Clayton

Primary Governmental Unit

Discretely Presented Component Unit (DPCU) if applicable

On this 4TH day of APRIL, 2017,

Auditor: ANDERSON SMITH & WIKE PLLC Auditor Mailing Address: 220 E. WASHINGTON STREET; PO BOX 697, ROCKINGHAM, NC 28380 Hereinafter referred to as The Auditor

and The Town Council (Governing Board(s)) of Town of Clayton (Primary Government)

and _____ : hereinafter referred to as the Governmental Unit(s), agree as follows:
(Discretely Presented Component Unit)

1. The Auditor shall audit all statements and disclosures required by generally accepted accounting principles (GAAP) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit (s) for the period beginning JULY 1, 2016, and ending JUNE 30, 2017. The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion will be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).

2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with generally accepted auditing standards. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards,* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit and auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC CPA Board).

   County and Multi-County Health Departments: The Office of State Auditor will designate certain programs that have eligibility requirements to be considered major programs in accordance with OMB Uniform Guidance for the State of North Carolina. The LGC will notify the auditor and the County and Multi-Health Department of these programs. A County or a Multi-County Health Department may be selected to audit any of these programs as major.

3. If an entity is determined to be a component of another government as defined by the group audit standards - the entity's auditor will make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unqualified opinion being rendered. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he has met the requirements for a peer review and continuing education as specified in *Government*

Auditing Standards. The Auditor agrees to provide a copy of their most recent peer review report regardless of the date of the prior peer review report to the Governmental Unit and the Secretary of the LGC prior to the execution of the audit contract (See Item 22). **If the audit firm received a peer review rating other than pass**, the Auditor shall not contract with the Governmental Unit without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to Government Accounting Standards or if financial statements are not prepared in accordance with GAAP and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment..

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to the State and Local Government Finance Division (SLGFD) within four months of fiscal year end. Audit report is due on: OCTOBER 31, 2017. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay must be submitted to the secretary of the LGC for approval.

7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor will make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his findings, together with his recommendations for improvement. That written report must include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. **Invoices for services rendered under these contracts shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the LGC**. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work must be submitted by email in PDF format to the Secretary of the LGC for approval. The invoices must be sent via upload through the current portal address: http://nctreasurer.slgfd.leapfile.net Subject line should read "Invoice – [Unit Name]. The PDF invoice marked 'approved' with approval date will be returned by email to the Auditor to present to the Governmental Unit for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. In consideration of the satisfactory performance of the provisions of this contract, the Primary Governmental Unit shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any cost the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (Federal and State grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. (**Note: Fees listed on signature pages**.)

10. If the Governmental Unit has outstanding revenue bonds, the Auditor shall include documentation either in the notes to the audited financial statements or as a separate report submitted to the SLGFD along with the audit report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor should be aware that any other bond compliance statements or additional reports required in the authorizing bond documents need to be submitted to the SLGFD simultaneously with the Governmental Unit's audited financial statements unless otherwise specified in the bond documents.

11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the client or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board as soon as practical after the close of the accounting period.

12. If the audit firm is required by the NC CPA Board or the Secretary of the LGC to have a pre-issuance review of their audit work, there must be a statement added to the engagement letter specifying the pre-issuance review including a statement that the Governmental Unit will not be billed for the pre-issuance review. The pre-issuance review must be performed **prior** to the completed audit being submitted to the LGC. The pre-issuance report must accompany the audit report upon submission to the LGC.

13. The Auditor shall electronically submit the report of audit to the LGC as a text-based PDF file when (or prior to) submitting the invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the SLGFD by any interested parties. Any subsequent revisions to these reports must be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings, by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and other lawful purposes of the Governmental Unit without subsequent consent of the Auditor. If it is determined by the LGC that corrections need to be made to the Governmental Unit's financial statements, they should be provided within three days of notification unless another time frame is agreed to by the LGC.

    If the OSA designates certain programs to be audited as major programs, as discussed in item #2, a turnaround document and a representation letter addressed to the OSA shall be submitted to the LGC.

    The LGC's process for submitting contracts, audit reports and invoices is subject to change. Auditors should use the submission process in effect at the time of submission. The most current instructions will be found on our website: https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be varied or changed to include the increased time and/or compensation as may be agreed upon by the Governing Board and the Auditor

15. If an approved contract needs to be varied or changed for any reason, the change must be made in writing, on theAmended LGC-205 contract form and pre-audited if the change includes a change in audit fee. This amended contract needs to be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract, and then must be submitted through the audit contract portal to the Secretary of the LGC for approval. The portal address to upload your amended contract is http://nctreasurer.slgfd.leapfile.net No change shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

16. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit should be attached to the contract, and by reference here becomes part of the contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract will control. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item #25 of this contract. Engagement letters containing indemnification clauses will not be approved by the LGC.

17. Special provisions should be limited. Please list any special provisions in an attachment.

18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU must be named along with the parent government on this audit contract. Signatures from the DPCU Board chairman and finance officer also must be included on this contract.

19. The contract must be executed, pre-audited, physically signed by all parties including Governmental Unit and Auditor signatures and submitted in PDF format to the Secretary of the LGC. The current portal address to upload your contractual documents is http://nctreasurer.slgfd.leapfile.net Electronic signatures are not accepted at this time. Included with this contract are instructions to submit contracts and invoices for approval as of November 2016. These instructions are subject to change. Please check the NC Treasurer's web site at https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx for the most recent instructions.

20. The contract is not valid until it is approved by the LGC Secretary. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. **The audit should not be started before the contract is approved.**

21. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

22. **E-Verify**. Auditor **shall comply** with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor **shall require** such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

23. Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. Contractor shall not utilize any subcontractor that is identified on the List.

25. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted: (See Item 16 for clarification).

SIGNATURE PAGES FOLLOW

Contract to Audit Accounts (cont.) Town of Clayton
Primary Governmental Unit

Discretely Presented Component Units (DPCU) if applicable

Town of Clayton **- FEES**

Year-end bookkeeping assistance – [*For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards*] at standard hourly rates

Audit $21,000 - $22,000 not to exceed $22,000

Preparation of the annual financial Statements $7,000 - $8,000 not to exceed $8,000

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee.

The 75% cap for interim invoice approval for this audit contract is $ $22,500

**** NA if there is to be no interim billing**

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.

Audit Firm Signature:

ANDERSON SMITH & WIKE PLLC

Name of Audit Firm

By KENNETH R. ANDERSON

Authorized Audit firm representative name: Type or print

Signature of authorized audit firm representative

Date 4-4-2017

krandersoncpa@bellsouth.net

Email Address of Audit Firm

Governmental Unit Signatures:

Town of Clayton

Name of Primary Government

By Jody McLeod - Mayor

Mayor / Chairperson: Type or print name and title

Signature of Mayor/Chairperson of governing board

Date

By

Chair of Audit Committee - Type or print name

******

Signature of Audit Committee Chairperson

Date

*** If Governmental Unit has no audit committee, mark this section "N/A"*

Town of Clayton

PRE-AUDIT CERTIFICATE: Required by G.S. 159-28 (a)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act. Additionally, the following date is the date this audit contract was approved by the governing body.

By Robert McKie

Primary Governmental Unit Finance Officer: Type or print name

Primary Government Finance Officer Signature

Date

*(Pre-audit Certificate **must be dated**.)*

Email Address of Finance Officer

Date Primary Government Governing Body Approved Audit Contract - G.S. 159-34(a)

Name of Counterparty: ANDERSON SMITH & WIKE PLLC

IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 147-86.59

As of the date listed below, the entity listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58.

The undersigned hereby certifies that he or she is authorized by the entity listed above to make the foregoing statement.

Signature

4-4-2017
Date

KENNETH R ANDERSON
Printed Name

AUDIT-PARTNER
Title

Koonce, Wooten & Haywood, LLP
CERTIFIED PUBLIC ACCOUNTANTS

SYSTEM REVIEW REPORT

To the Partners of Anderson Smith & Wike, PLLC
and the Peer Review Committee of the North Carolina Association
of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Anderson Smith & Wike, PLLC (the firm) in effect for the year ended March 31, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Anderson Smith & Wike, PLLC in effect for the year ended March 31, 2016, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)* or *fail.* Anderson Smith & Wike, PLLC has received a peer review rating of *pass.*

Koonce, Wooten & Haywood, LLP

Koonce, Wooten & Haywood, LLP

August 1, 2016

Raleigh
4060 Barrett Drive
Post Office Box 17806
Raleigh, North Carolina 27619

919 782 9265
919 783 8937 FAX

Durham
3511 Shannon Road
Suite 100
Durham, North Carolina 27707

919 354 2584
919 489 8183 FAX

Pittsboro
10 Sanford Road
Post Office Box 1399
Pittsboro, North Carolina 27312

919 542 6000
919 542 5764 FAX

ASW ANDERSON SMITH & WIKE PLLC
Certified Public Accountants

220 East Washington Street
Post Office Box 697
Rockingham, North Carolina 28380
(910) 895-2899

Other Office Locations:
Seven Lakes, North Carolina
Gastonia, North Carolina
Statesville, North Carolina

April 4, 2017

To the Town of Clayton
P.O. Box 879
Clayton, NC 27528

We are pleased to confirm our understanding of the services we are to provide to the Town of Clayton for the year ended June 30, 2017. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the Town of Clayton as of and for the year ended June 30, 2017. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Clayton's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town of Clayton's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis

We have also been engaged to report on supplementary information other than RSI that accompanies the Town of Clayton's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements.

1. Individual fund budgetary schedules and other schedules.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Town of Clayton's financial statements. Our report will be addressed to management and governing board of Town of Clayton. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Town of Clayton's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also prepare the financial statements of Town of Clayton in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to (include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon). Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or

presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Anderson Smith & Wike PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Local Government Commission or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Anderson Smith & Wike PLLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to Local Government Commission or its designee. The Local Government Commission or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

We appreciate the opportunity to be of service to Town of Clayton and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Anderson Smith + Wike PLLC

This letter correctly sets forth the understanding of the Town of Clayton, NC.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

Town Council Agenda Cover Sheet

Meeting Date

May 1, 2017

Agenda Location

New Business

Item Title

2017-69-ANX - Warrick Subdivision

Presenter (Name & Title)

Planning Department

Summary/Description

Applicant is requesting annexation.

Requested Action

Set Public Hearing

Additional Documents To Be Included in Agenda Packet

Application
Aerial & Non Aerial Maps
Public Notice
Resolution to Set Public Hearing for May 15, 2017

2017 - 69 ANX

RECEIVED
APR 20 2017
TOWN OF CLAYTON
PLANNING DEPARTMENT

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

PETITION FOR VOLUNTARY ANNEXATION

VOLUNTARY ANNEXATION: Upon receipt of a valid petition signed by all of the owners of real property in the area described therein, the Town may annex an area either contiguous or not contiguous to its primary corporate limits when the area meets the standards set out under North Carolina General Statutes 160A-31 and 160A-58.1.

Applications are due by 5pm on the first working day of each month.

Request Information

☐ **Contiguous Annexation** ☒ **Non-Contiguous Annexation**

The following items must accompany an annexation petition:

To be completed by the applicant:	Included?	
	Yes	No
1. Petition for Annexation with original signatures	X	
2. A boundary plat of the area to be annexed meeting requirements of the Plat Checklist (included in this application packet).	X	
3. Legal Description (metes and bounds)	X	

PROCESS:

Review by Staff: The Planning, Engineering and Public Works Departments review the annexation submission. Comments will be sent to the applicant.

Annexation Plat Submission: After the map and legal description are deemed sufficient by the Town, the applicant is required to submit two (2) Mylar annexation plats to the Planning Department.

Town Council Meeting: The Town Council will pass a resolution directing the Town Clerk to investigate the annexation petition. The Town Clerk will present to the Town Council a Certificate of Sufficiency indicating that the annexation petition is complete. A resolution setting the date of the public hearing is then approved.

Legal Advertisement: A legal advertisement will be published no more than 25 days and no less than 10 days prior to the date of the public hearing.

Public Hearing/Town Council Meeting: The Town Council will either adopt or deny an ordinance to extend the corporate limits of the Town of Clayton.

Recordation: If the annexation is approved by the Town Council, the Annexation Plats shall be recorded at the appropriate county Register of Deeds.

Petition for Voluntary Annexation Application – Property Information
COMPLETE IF A LIMITED LIABILITY COMPANY:

Submittal Date: 04/~~19~~ 20/2017 **Petition No.:** 2017-69 ANX

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

1. I/We the undersigned owner(s)* of real property respectfully request that the area described in Paragraph 2 below be annexed to the Town of Clayton, North Carolina.

   *If the owner of real property is a corporation or religious entity, attach a copy of the articles of incorporation describing who is/are authorized to sign with the petition.

2. The area to be annexed is ____contiguous, X non-contiguous to the Town of Clayton, North Carolina and the boundaries of such territory are as provided in the boundary plat attached hereto.

3. If contiguous, this annexation will include all intervening rights-of-way for streets, railroads, and other areas as stated in G.S. 160A-31(f), unless otherwise stated in the annexation amendment.

4. Attached is a statement of the schedule for full development of the property to be annexed, which includes the type, number, and estimated value of planned improvements, if applicable.

Total acreage to be annexed:	+/- 22.041 Acres
Existing housing units:	None
Population of acreage to be annexed:	N/A
Existing Zoning District*:	R-E
Proposed Town Zoning District*:	R-E
Reason for petitioner to annex:	X Receive Town Services
	____ Other (please specify): ____

5. I/We acknowledge that any zoning vested rights acquired pursuant to G.S. 160A-385.1 or G.S. 153A-344.1 must be declared and identified on this petition. I/We further acknowledge that failure to declare such rights on this petition shall result in a termination of vested rights previously acquired for the property. (If zoning vested rights are claimed, indicate below and attach proof.)

In witness whereof, Sam's Branch, LLC a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this 20 day of APRIL, 2017.

Name of Limited Liability Company: Sam's Branch, LLC

By: James H Lipscomb
Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

Sworn and subscribed before me, Patricia B. Creel a Notary Public for the above State and County, this 20th day of, April, 2017.

Patricia B. Creel
Notary Public

SEAL

Patricia B Creel
Notary Public
Wake County, North Carolina
My Commission Expires 7/24/17

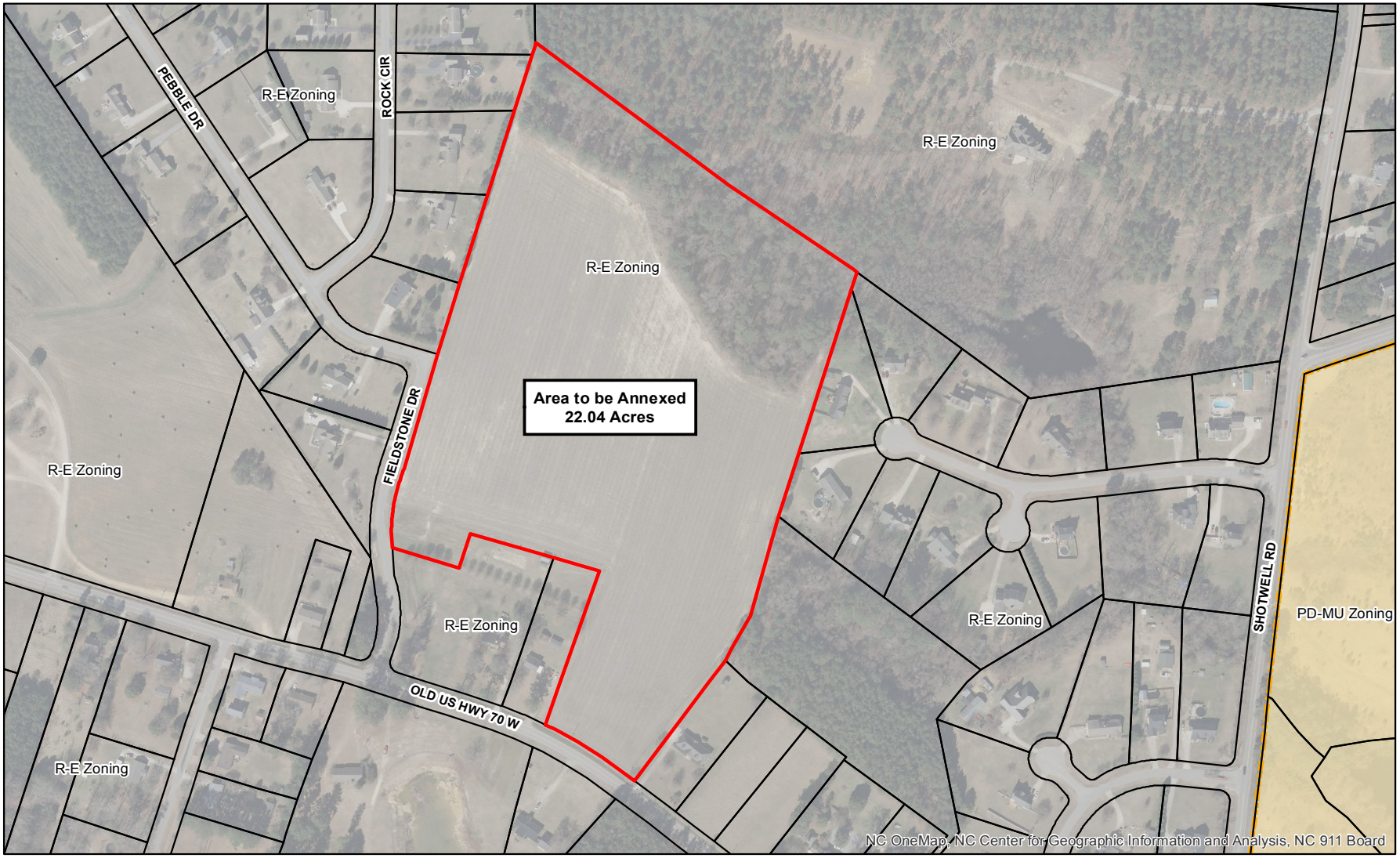
My Commission Expires: 7/24/17

Voluntary Annexation Plat Checklist

#	Required Plat Items
1.	Fully dimensioned by metes and bounds, and the location of intersecting boundary lines of the existing town limits, labeled and distinctly marked. Include full right-of-way if the area on both sides is or will be in the corporate limits.
2.	Any utility easements with metes and bounds.
3.	Accurate locations and descriptions of all monuments, markers and control points.
4.	Ultimate right-of-way widths on all streets.
5.	Entitle "ANNEXATION MAP FOR THE TOWN OF CLAYTON" OR "SATELLITE ANNEXATION MAP FOR THE TOWN OF CLAYTON," as appropriate.
6.	Name of property owner(s).
7.	Name, seal, and registration of Professionally Licensed Surveyor (PLS).
8.	Date of the survey and map preparation; a north arrow indicating whether the index is true magnetic North Carolina grid (NAD 83 or NAD 27) or deed; graphic scale; and declination.
9.	Names of the township, county, and state.
10.	A detailed vicinity map.
11.	Include address of property if assigned.
12.	Show all contiguous or non-contiguous town limits.
13.	The following certification must be placed on the map near a border to allow the map to be sealed: Annexation #_____ I, David DeYoung, AICP, Planning Director, Clayton, North Carolina certify this is a true and exact map of annexation adopted the _____ day of _____, _____, by the Town Council. I set my hand and seal to the Town of Clayton, _____. Day/Month/Year _____ David DeYoung AICP
14.	Leave 2 inch by 2 inch space for the county Register of Deeds stamp on the plat. All final plats must be stamped and signed before they can be accepted by the Town.

WARRICK PARK ANNEXATION REQUEST – LEGAL DESCRIPTION

Commencing at a point, said point being an iron pipe found located the northern right-of-way of Old US Hwy 70 in Clayton Township, Johnston County, North Carolina. Said point also described as the southwestern corner of Lot 30 in Plantation Meadows Subdivision as recorded in Plat Book 37 Page 371, Johnston County Registry. Point further described as the southeastern corner of the Sam's Branch, LLC. property as recorded in Deed Book 4938 Page 256 and the **POINT OF BEGINNING.** Thence N 52°07'23" W a distance of 79.41 feet to an iron pipe found. Thence with a curve turning to the left with an arc length of 151.39 feet, a radius of 600.00 feet, a chord bearing of N 59°21'05" W, and a chord length of 150.98 feet to an iron pipe set. Thence N 66°34'46" W a distance of 8.85 feet to an iron pipe set. Thence N 20°09'53" E a distance of 387.86 feet to an iron pipe found. Thence N 72°38'10" W a distance of 110.09 feet to an iron pipe found. Thence N 72°52'23" W a distance of 401.64 feet to an iron pipe set. Thence with a curve turning to the right with an arc length of 35.65 feet, a radius of 225.00 feet, a chord bearing of N 12°37'44" E and a chord length of 35.62 feet to an iron pipe set. Thence N 17°10'07" E a distance of 344.30 feet to an iron pipe found. Thence N 17°10'07" E a distance of 174.09 feet to an iron pipe found. Thence N 17°10'58" E a distance of 220.00 feet to an iron pipe found. Thence N 17°04'54" E a distance of 204.84 feet to an iron pipe found. Thence N 17°04'22" E a distance of 141.09 feet to an iron pipe found. Thence S 54°10'39" E a distance of 896.32 feet to a concrete monument found. Thence S 16°38'32" W a distance of 24.61 feet to an iron pipe found. Thence S 16°17'50" W a distance of 415.56 feet to an iron pipe (bent) found. Thence S 16°06'23" W a distance of 162.92 feet to an iron pipe found. Thence S 16°18'52" W a distance of 246.29 feet to an iron pipe found. Thence S 24°54'13" W a distance of 80.21 feet to an iron pipe found. Thence S 37°01'13" W a distance of 33.00 feet to an iron pipe found. Thence S 37°51'09" W a distance of 102.04 feet to an iron pipe (bent) found. Thence S 36°19'53" W a distance of 242.99 feet to an iron pipe found and the **POINT OF BEGINNING** and containing 22.041 acres (960105 square feet).



Legend

- Clayton Town Limits
- Clayton ETJ
- Parcels
- Area to be Annexed

Produced by: TOC Planning
April 20, 2017

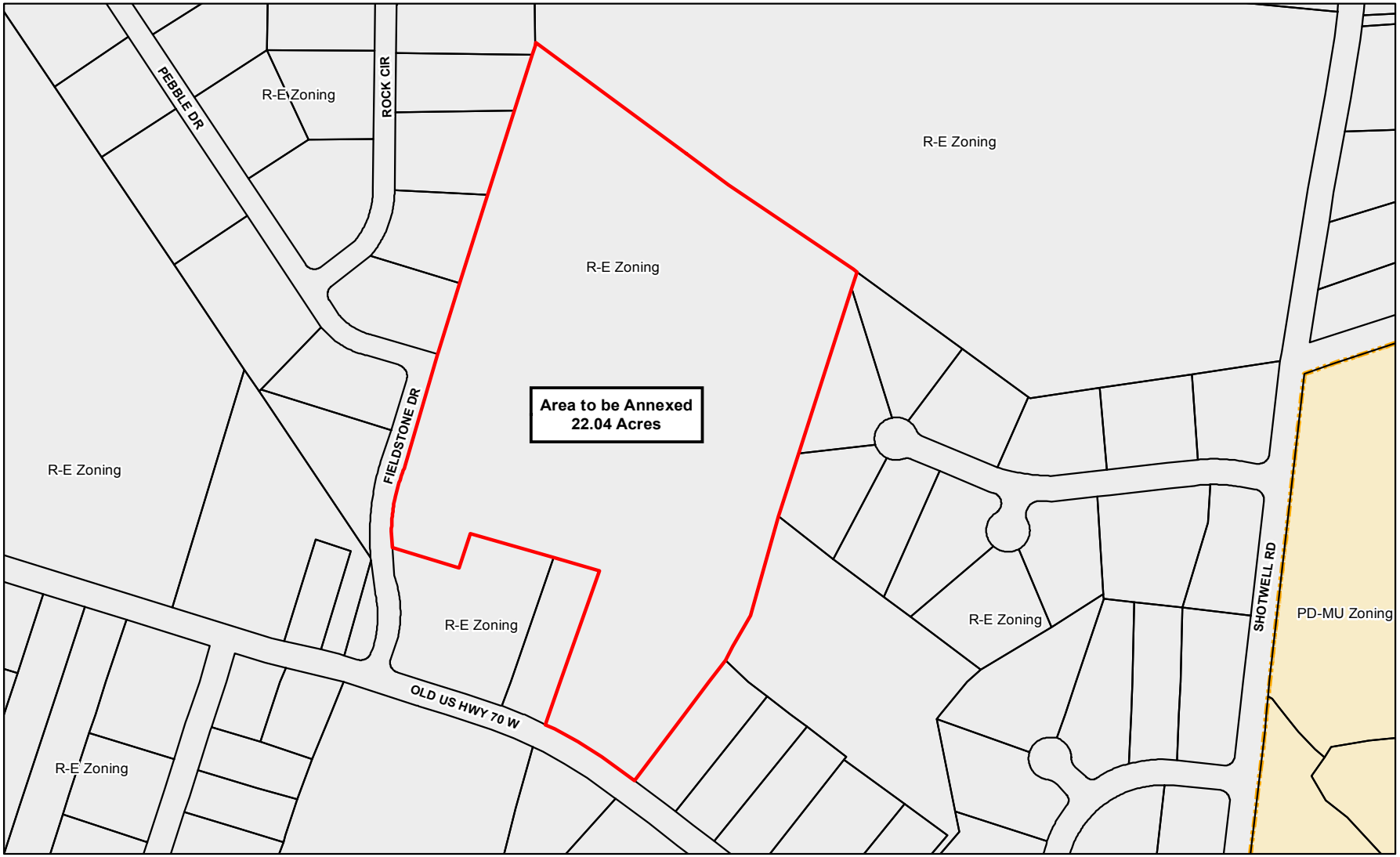
Annexation Map

Applicant(s): Sam's Branch, LLC
Property Owner(s): Sam's Branch, LLC
Parcel Number(s) 05G01016H
File Number(s): 2017-69-ANX

N W E S

1 inch = 300 feet

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



Legend

- Clayton Town Limits
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Produced by: TOC Planning
April 20, 2017

Annexation Map

Applicant(s): Sam's Branch, LLC
Property Owner(s): Sam's Branch, LLC
Parcel Number(s) 05G01016H
File Number(s): 2017-69-ANX

N W E S

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ANNEXATION PETITION 2017-69-ANX
Warrick Park Subdivision
Parcels: 05G01016H
Owners: Sam's Branch, LLC
Non-Contiguous; 22.04 acres

TOWN OF CLAYTON
RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION PURSUANT TO G. S.160A-58.2

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

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

WHEREAS, certification by the Town Clerk as to the sufficiency of the petition will be made prior to public hearing;

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

Section 1. A public hearing on the question of annexation of the non-contiguous area described herein will be held at Town Hall at 6:30 PM on Monday, May 15, 2017.

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

Commencing at a point, said point being an iron pipe found located the northern right-of-way of Old US Hwy 70 in Clayton Township, Johnston County, North Carolina. Said point also described as the southwestern corner of Lot 30 in Plantation Meadows Subdivision as recorded in Plat Book 37 Page 371, Johnston County Registry. Point further described as the southeastern corner of the Sam's Branch, LLC. property as recorded in Deed Book 4938 Page 256 and the POINT OF BEGINNING. Thence N 52°07'23" W a distance of 79.41 feet to an iron pipe found. Thence with a curve turning to the left with an arc length of 151.39 feet, a radius of 600.00 feet, a chord bearing of N 59°21'05" W, and a chord length of 150.98 feet to an iron pipe set. Thence N 66°34'46" W a distance of 8.85 feet to an iron pipe set. Thence N 20°09'53" E a distance of 387.86 feet to an iron pipe found. Thence N 72°38'10" W a distance of 110.09 feet to an iron pipe found. Thence N 72°52'23" W a distance of 401.64 feet to an iron pipe set. Thence with a curve turning to the right with an arc length of 35.65 feet, a radius of 225.00 feet, a chord bearing of N 12°37'44" E and a chord length of 35.62 feet to an iron pipe set. Thence N 17°10'07" E a distance of 344.30 feet to an iron pipe found. Thence N 17°10'07" E a distance of 174.09 feet to an iron pipe found. Thence N 17°10'58" E a distance of 220.00 feet to an iron pipe found. Thence N 17°04'54" E a distance of 204.84 feet to an iron pipe found. Thence N 17°04'22" E a distance of 141.09 feet to an iron pipe found. Thence S 54°10'39" E a distance of 896.32 feet to a concrete

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Thence S 36°19'53" W a distance of 242.99 feet to an iron pipe found and the POINT OF BEGINNING and containing 22.041 acres (960105 square feet).

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

Duly adopted this 1st day of May 2017 while in regular session.

_____
Jody L. McLeod
Mayor

ATTEST:

_____
Kimberly A. Moffett, CMC, NCCMC
Town Clerk

PUBLIC NOTICE

The Clayton Town Council has called a public hearing at 6:30 PM on Monday, May 15, 2017, at Town Hall, 111 E. Second Street, on the question of annexing the following described non-contiguous area, requested by annexation petition 2017-69-ANX filed pursuant to G.S. 160A-58.1:

The area proposed for annexation is described as the following: Lying and being in Clayton Township, Johnston County, North Carolina and being more particularly described as follows:

Commencing at a point, said point being an iron pipe found located the northern right-of-way of Old US Hwy 70 in Clayton Township, Johnston County, North Carolina. Said point also described as the southwestern corner of Lot 30 in Plantation Meadows Subdivision as recorded in Plat Book 37 Page 371, Johnston County Registry. Point further described as the southeastern corner of the Sam's Branch, LLC. property as recorded in Deed Book 4938 Page 256 and the POINT OF BEGINNING. Thence N 52°07'23" W a distance of 79.41 feet to an iron pipe found. Thence with a curve turning to the left with an arc length of 151.39 feet, a radius of 600.00 feet, a chord bearing of N 59°21'05" W, and a chord length of 150.98 feet to an iron pipe set. Thence N 66°34'46" W a distance of 8.85 feet to an iron pipe set. Thence N 20°09'53" E a distance of 387.86 feet to an iron pipe found. Thence N 72°38'10" W a distance of 110.09 feet to an iron pipe found. Thence N 72°52'23" W a distance of 401.64 feet to an iron pipe set. Thence with a curve turning to the right with an arc length of 35.65 feet, a radius of 225.00 feet, a chord bearing of N 12°37'44" E and a chord length of 35.62 feet to an iron pipe set. Thence N 17°10'07" E a distance of 344.30 feet to an iron pipe found. Thence N 17°10'07" E a distance of 174.09 feet to an iron pipe found. Thence N 17°10'58" E a distance of 220.00 feet to an iron pipe found. Thence N 17°04'54" E a distance of 204.84 feet to an iron pipe found. Thence N 17°04'22" E a distance of 141.09 feet to an iron pipe found. Thence S 54°10'39" E a distance of 896.32 feet to a concrete monument found. Thence S 16°38'32" W a distance of 24.61 feet to an iron pipe found. Thence S 16°17'50" W a distance of 415.56 feet to an iron pipe (bent) found. Thence S 16°06'23" W a distance of 162.92 feet to an iron pipe found. Thence S 16°18'52" W a distance of 246.29 feet to an iron pipe found. Thence S 24°54'13" W a distance of 80.21 feet to an iron pipe found. Thence S 37°01'13" W a distance of 33.00 feet to an iron pipe found. Thence S 37°51'09" W a distance of 102.04 feet to an iron pipe (bent) found.
Thence S 36°19'53" W a distance of 242.99 feet to an iron pipe found and the POINT OF BEGINNING and containing 22.041 acres (960105 square feet).

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

Kimberly A. Moffett, CMC
Town Clerk
Town of Clayton
919-553-5002 ext. 5004

_____
Clayton News-Star

Please advertise on the following date:

May 3, 2017

Affidavit of publication required.

Town Council Agenda Cover Sheet

Meeting Date

May 1, 2017

Agenda Location

New Business

Item Title

2017-64-ANX - HP6 Clayton Health Investors

Presenter (Name & Title)

Planning Department

Summary/Description

Applicant is requesting annexation.

Requested Action

Set Public Hearing

Additional Documents To Be Included in Agenda Packet

Application
Aerial & Non Aerial Maps
Public Notice
Resolution to Set Public Hearing for May 15, 2017

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

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TOWN OF CLAYTON
PLANNING DEPARTMENT

PETITION FOR VOLUNTARY ANNEXATION

VOLUNTARY ANNEXATION: Upon receipt of a valid petition signed by all of the owners of real property in the area described therein, the Town may annex an area either contiguous or not contiguous to its primary corporate limits when the area meets the standards set out under North Carolina General Statutes 160A-31 and 160A-58.1.

Applications are due by 5pm on the first working day of each month.

Request Information

☑ **Contiguous Annexation** ☐ **Non-Contiguous Annexation**

The following items must accompany an annexation petition:

To be completed by the applicant:	Included?	
	Yes	No
1. Petition for Annexation with original signatures	☑	☐
2. A boundary plat of the area to be annexed meeting requirements of the Plat Checklist (included in this application packet).	☑	☐
3. Legal Description (metes and bounds)	☑	☐

PROCESS:

Review by Staff: The Planning, Engineering and Public Works Departments review the annexation submission. Comments will be sent to the applicant.

Annexation Plat Submission: After the map and legal description are deemed sufficient by the Town, the applicant is required to submit two (2) Mylar annexation plats to the Planning Department.

Town Council Meeting: The Town Council will pass a resolution directing the Town Clerk to investigate the annexation petition. The Town Clerk will present to the Town Council a Certificate of Sufficiency indicating that the annexation petition is complete. A resolution setting the date of the public hearing is then approved.

Legal Advertisement: A legal advertisement will be published no more than 25 days and no less than 10 days prior to the date of the public hearing.

Public Hearing/Town Council Meeting: The Town Council will either adopt or deny an ordinance to extend the corporate limits of the Town of Clayton.

Recordation: If the annexation is approved by the Town Council, the Annexation Plats shall be recorded at the appropriate county Register of Deeds.

Petition for Voluntary Annexation Application – Property Information
COMPLETE IF A LIMITED LIABILITY COMPANY:

Submittal Date: 4-7-2017 **Petition No.:** 2017-64ANX

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

1. I/We the undersigned owner(s)* of real property respectfully request that the area described in Paragraph 2 below be annexed to the Town of Clayton, North Carolina.

   *If the owner of real property is a corporation or religious entity, attach a copy of the articles of incorporation describing who is/are authorized to sign with the petition.

2. The area to be annexed is ✓ contiguous, ____ non-contiguous to the Town of Clayton, North Carolina and the boundaries of such territory are as provided in the boundary plat attached hereto.

3. If contiguous, this annexation will include all intervening rights-of-way for streets, railroads, and other areas as stated in G.S. 160A-31(f), unless otherwise stated in the annexation amendment.

4. Attached is a statement of the schedule for full development of the property to be annexed, which includes the type, number, and estimated value of planned improvements, if applicable.

Total acreage to be annexed:	0.681 AC.
Existing housing units:	ONE
Population of acreage to be annexed:	0
Existing Zoning District*:	B-3
Proposed Town Zoning District*:	SAME
Reason for petitioner to annex:	____ Receive Town Services
	✓ Other (please specify): REQUIRED FOR MINOR S/D

5. I/We acknowledge that any zoning vested rights acquired pursuant to G.S. 160A-385.1 or G.S. 153A-344.1 must be declared and identified on this petition. I/We further acknowledge that failure to declare such rights on this petition shall result in a termination of vested rights previously acquired for the property. (If zoning vested rights are claimed, indicate below and attach proof.)

In witness whereof, HPG CLAYTON HEALTH INVESTORS LLC a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this 16TH day of MARCH, 20 17.

Name of Limited Liability Company: HPG CLAYTON HEALTH INVESTORS, LLC

By: _____ Manager
Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF ~~JOHNSTON~~ CATAWBA

Sworn and subscribed before me, RICHARD B. HONEYCUTT, a Notary Public for the above State and County, this 16TH day of MARCH, 2017.

SEAL — RICHARD B HONEYCUTT NOTARY PUBLIC BURKE COUNTY, NC MY COMMISSION EXPIRES 04/22/19

_____
Notary Public

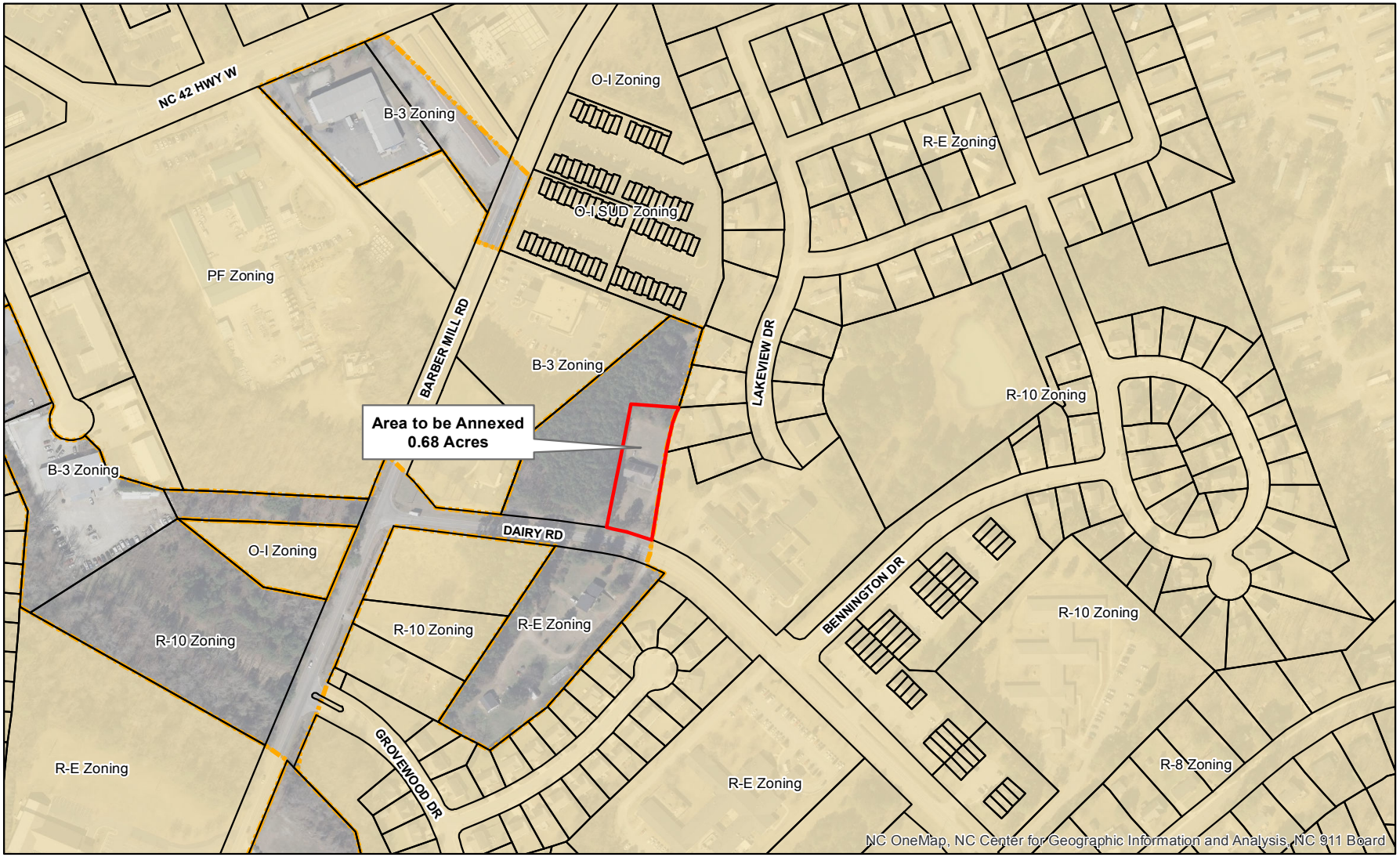
My Commission Expires: 04/22/2019

Voluntary Annexation Plat Checklist

#	Required Plat Items
1.	Fully dimensioned by metes and bounds, and the location of intersecting boundary lines of the existing town limits, labeled and distinctly marked. Include full right-of-way if the area on both sides is or will be in the corporate limits.
2.	Any utility easements with metes and bounds.
3.	Accurate locations and descriptions of all monuments, markers and control points.
4.	Ultimate right-of-way widths on all streets.
5.	Entitle "ANNEXATION MAP FOR THE TOWN OF CLAYTON" OR "SATELLITE ANNEXATION MAP FOR THE TOWN OF CLAYTON," as appropriate.
6.	Name of property owner(s).
7.	Name, seal, and registration of Professionally Licensed Surveyor (PLS).
8.	Date of the survey and map preparation; a north arrow indicating whether the index is true magnetic North Carolina grid (NAD 83 or NAD 27) or deed; graphic scale; and declination.
9.	Names of the township, county, and state.
10.	A detailed vicinity map.
11.	Include address of property if assigned.
12.	Show all contiguous or non-contiguous town limits.
13.	The following certification must be placed on the map near a border to allow the map to be sealed: Annexation #_____ I, David DeYoung, AICP, Planning Director, Clayton, North Carolina certify this is a true and exact map of annexation adopted the _____ day of _____, _____, by the Town Council. I set my hand and seal to the Town of Clayton, _____. Day/Month/Year _____ David DeYoung AICP
14.	Leave 2 inch by 2 inch space for the county Register of Deeds stamp on the plat. All final plats must be stamped and signed before they can be accepted by the Town.

LEGAL DESCRIPTION
"LOT 2"

Beginning on a 5/8" existing iron stake located in the Northern right-of-way of Dairy Road (SR 1583), said existing iron stake being a corner with the Herman A. Mitchiner and Sue R. Mitchiner tract as described in Deed Book 3954, Page 676 and shown on a plat recorded in Plat Book 62, Page 226; thence running along the Eastern line of the said Mitchiner tract N 08°-12'-36" E 286.96 feet to a 3/4" existing iron pipe; thence continuing with the said Mitchiner tract S 86°-17'-08" E 107.95 feet to a 3/4" existing iron pipe located in the Western line of the Shelby Clark lot as described in Deed Book 1675, Page 326, said Clark lot being Lot 84 of Clayton Estates, Section II as recorded in Plat Book 15, Page 189; thence running along the Western line of the said Clark lot S 19°-35'-37" W 41.74 feet to a 3/4" existing iron pipe; thence continuing with the Western line of the said Clark lot S 08°-01'-27" W 66.05 feet to a 1" existing iron stake, said 1" existing iron stake being a common corner with Lot 2 of the HP6 Clayton Health Investors, LLC property as shown on a plat referenced herein and is a part of the property described in Deed Book 4750, Page 896; thence running along the dividing line between said Lot 1 and Lot 2 of the HP6 Clayton Health Investors, LLC property S 08°-01'-27" W 48.69 feet to a 1" existing iron pipe; thence continuing along the said dividing line between Lot 1 and Lot 2 S 08°-13'-23" W 153.76 feet to a point in the Northern right-of-way of Dairy Road (SR 1583); thence running along the Northern right-of-way of Dairy Road and along a curve to the left, having a radius of 507.46 feet, a delta angle of 11°-23'-16", an arc length of 100.86 feet, a chord bearing and distance of N 73°-47'-55" W 100.69 feet to a 5/8" new iron stake, the point and place of beginning and containing 0.681 acres and being designated Lot 2 on a plat prepared by Byrd Surveying, P.A., dated April 5, 2017 titled "Annexation Map for the Town of Clayton".



Legend

- Clayton Town Limits
- Clayton ETJ
- Parcels
- Area to be Annexed

Produced by: TOC Planning
April 20, 2017

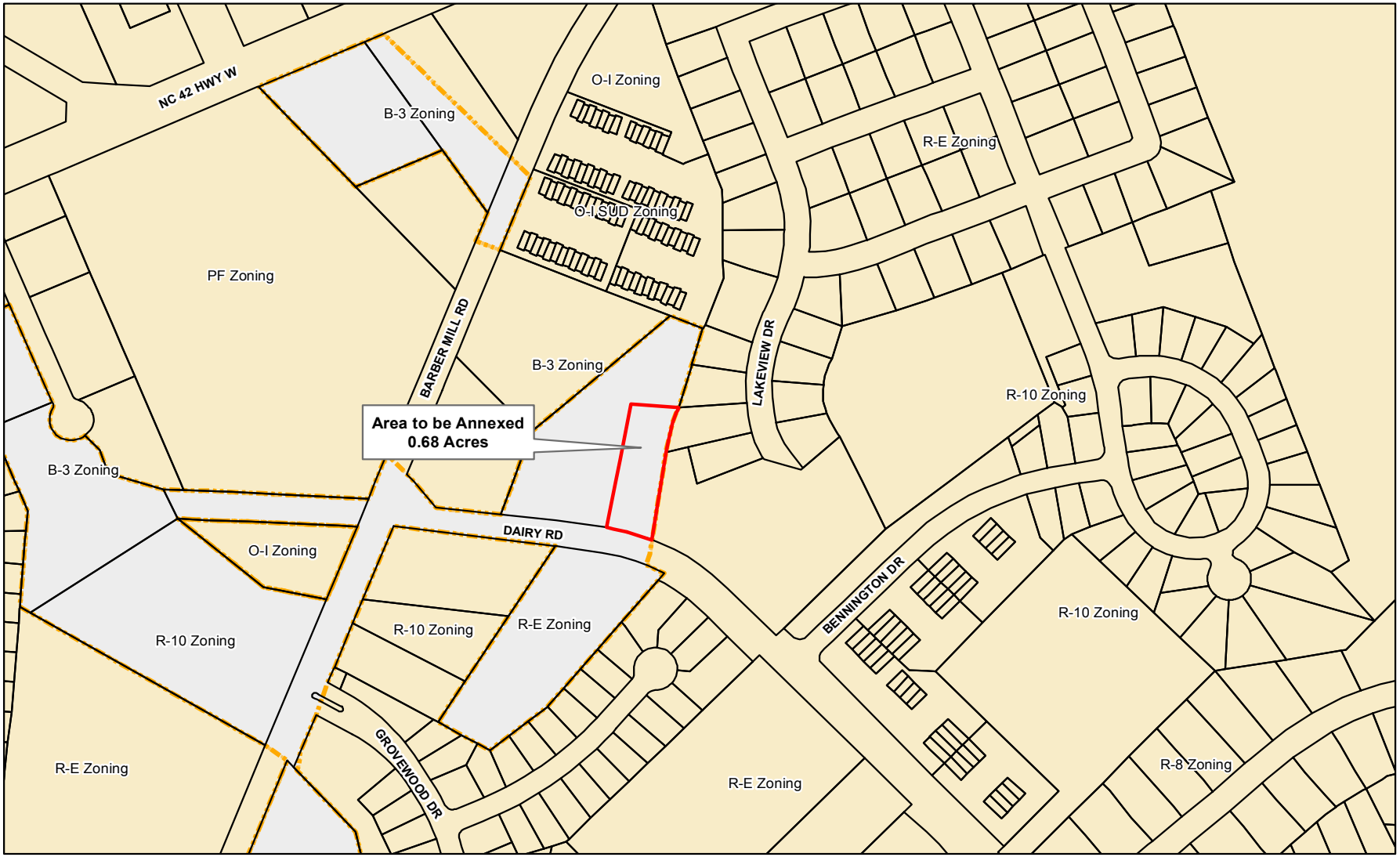
Annexation Map

Applicant(s): HP6 Clayton Health Investors, LLC
Property Owner(s): HP6 Clayton Health Investors, LLC
Parcel Number(s) Portion of 05E99028B
File Number(s): 2017-64-ANX

N W E S

1 inch = 300 feet

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



Legend

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Produced by: TOC Planning
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Annexation Map

Applicant(s): HP6 Clayton Health Investors, LLC
Property Owner(s): HP6 Clayton Health Investors, LLC
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PUBLIC NOTICE

The Clayton Town Council has called a public hearing at 6:30 PM on Monday, May 15, 2017, at Town Hall, 111 E. Second Street, on the question of annexing the following described contiguous area, requested by Annexation Petition 2017-64-ANX filed pursuant to G.S. 160A-31:

The area proposed for annexation is described as the following: Lying and being in Clayton Township, Johnston County, North Carolina and being more particularly described as follows:

Beginning on a 5/8" existing iron stake located in the Northern right-of-way of Dairy Road (SR 1583), said existing iron stake being a corner with the Herman A. Mitchiner and Sue R. Mitchiner tract as described in Deed Book 3954, Page 676 and shown on a plat recorded in Plat Book 62, Page 226; thence running along the Eastern line of the said Mitchiner tract N 08°-12'-36" E 286.96 feet to a 3/4" existing iron pipe; thence continuing with the said Mitchiner tract S 86°-17'-08" E 107.95 feet to a 3/4" existing iron pipe located in the Western line of the Shelby Clark lot as described in Deed Book 1675, Page 326, said Clark lot being Lot 84 of Clayton Estates, Section II as recorded in Plat Book 15, Page 189; thence running along the Western line of the said Clark lot S 19°-35'-37" W 41.74 feet to a 3/4" existing iron pipe; thence continuing with the Western line of the said Clark lot S 08°-01'-27" W 66.05 feet to a 1" existing iron stake, said 1" existing iron stake being a common corner with Lot 2 of the HP6 Clayton Health Investors, LLC property as shown on a plat referenced herein and is a part of the property described in Deed Book 4750, Page 896; thence running along the dividing line between said Lot 1 and Lot 2 of the HP6 Clayton Health Investors, LLC property S 08°-01'-27" W 48.69 feet to a 1" existing iron pipe; thence continuing along the said dividing line between Lot 1 and Lot 2 S 08°-13'-23" W 153.76 feet to a point in the Northern right-of-way of Dairy Road (SR 1583); thence running along the Northern right-of-way of Dairy Road and along a curve to the left, having a radius of 507.46 feet, a delta angle of 11°-23'-16", an arc length of 100.86 feet, a chord bearing and distance of N 73°-47'-55" W 100.69 feet to a 5/8" new iron stake, the point and place of beginning and containing 0.681 acres and being designated Lot 2 on a plat prepared by Byrd Surveying, P.A., dated April 5, 2017 titled "Annexation Map for the Town of Clayton".

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

Kimberly A. Moffett, CMC
Town Clerk
Town of Clayton
919-553-5002 ext. 5004

_____
Clayton News-Star

Please advertise on the following date:

May 3, 2017

Affidavit of publication required.

ANNEXATION PETITION 2017-64-ANX
HP6 Clayton Health Investors, LLC
Parcels: Portion of 05E99028B
Owners: HP6 Clayton Health Investors, LLC
Contiguous; 0.68 +/- acres

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

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

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

WHEREAS, certification by the Town Clerk as to the sufficiency of the petition will be made prior to public hearing;

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

Section 1. A public hearing on the question of annexation of the contiguous area described herein will be held at Town Hall at 6:30 PM on Monday, May 15, 2017.

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

Beginning on a 5/8" existing iron stake located in the Northern right-of-way of Dairy Road (SR 1583), said existing iron stake being a corner with the Herman A. Mitchiner and Sue R. Mitchiner tract as described in Deed Book 3954, Page 676 and shown on a plat recorded in Plat Book 62, Page 226; thence running along the Eastern line of the said Mitchiner tract N 08°-12'-36" E 286.96 feet to a 3/4" existing iron pipe; thence continuing with the said Mitchiner tract S 86°-17'-08" E 107.95 feet to a 3/4" existing iron pipe located in the Western line of the Shelby Clark lot as described in Deed Book 1675, Page 326, said Clark lot being Lot 84 of Clayton Estates, Section II as recorded in Plat Book 15, Page 189; thence running along the Western line of the said Clark lot S 19°-35'-37" W 41.74 feet to a 3/4" existing iron pipe; thence continuing with the Western line of the said Clark lot S 08°-01'-27" W 66.05 feet to a 1" existing iron stake, said 1" existing iron stake being a common corner with Lot 2 of the HP6 Clayton Health Investors, LLC property as shown on a plat referenced herein and is a part of the property described in Deed Book 4750, Page 896; thence running along the dividing line between said Lot 1 and Lot 2 of the HP6 Clayton Health Investors, LLC property S 08°-01'-27" W 48.69 feet to a 1" existing iron pipe; thence continuing along the said dividing line between Lot 1 and Lot 2 S 08°-13'-23" W 153.76 feet to a point in the Northern right-of-way of Dairy Road (SR 1583); thence running along the Northern right-of-way of Dairy Road and along a curve to the left, having

a radius of 507.46 feet, a delta angle of 11°-23'-16", an arc length of 100.86 feet, a chord bearing and distance of N 73°-47'-55" W 100.69 feet to a 5/8" new iron stake, the point and place of beginning and containing 0.681 acres and being designated Lot 2 on a plat prepared by Byrd Surveying, P.A., dated April 5, 2017 titled "Annexation Map for the Town of Clayton".

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

Duly adopted this 1st day of May 2017 while in regular session.

_____
Jody L. McLeod
Mayor

ATTEST:

_____
Kimberly A. Moffett, CMC, NCCMC
Town Clerk

Resolution #2017-14

A RESOLUTION SUPPORTING APPLICATION FOR CAMPO SPOT 5.0 BICYCLE/PEDESTRIAN PROJECT

WHEREAS, The Capital Area Metropolitan Planning Organization has called for applications for SPOT 5.0 Bicycle/Pedestrian projects; and

WHEREAS, the call for application submittal will end on May 5, 2017 at 5:00 p.m.; and

WHEREAS, the minimum project size is $100,000 and the local commitment is 20% of the project total; and

WHEREAS, CAMPO is allowed to submit a total of forty-three (43) new bicycle/pedestrian projects that will get programmed in the 2020-2029 State Transportation Improvement Plan (STIP); and

WHEREAS, funding commitment is required from the Town of Clayton to compete for the funding.

NOW, THEREFORE, BE IT RESOLVED the Clayton Town Council supports the application to CAMPO for the SPOT 5.0 Bicycle/Pedestrian Project.

This the 1st day of May, 2017 while in regular session.

_____
Jody McLeod
Mayor

ATTEST:

_____
Kimberly A. Moffett, CMC, NCCMC
Town Clerk