



**The Town of Clayton
Town Council Work Session Meeting Agenda
Monday, June 19, 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 Acceptances:

- Bristol @ Cobblestone, Phase 2
- Pine Hollow Commons Commercial Subdivision (FINAL)

[Warranty Acceptance - Bristol @ Cobblestone Phase 2](#)

[Warranty Acceptance - Pine Hollow Commons Commercial Subdivision \(FINAL\)](#)

b. Johnston County and Town of Clayton - Claytex Fire Services Agreement
[2017 Fire Services Agreement - Claytex](#)

c. North Carolina Clean Water Grant Acceptance Resolutions
[Resolution 2017-20 Grant for Wastewater Asset Assessment & Inventory Improvements](#)
[Resolution 2017-21 Grant for Water Asset Assessment & Inventory Improvements](#)

POTENTIAL ACTION: Adoption of Consent Agenda as Presented

4. ADMINISTRATIVE ITEMS

a. Warranty Acceptance

- Spring Branch Medical Park Phase 2, Smith Packet AL Facility (Final)

[Cover - Warranty Acceptance Spring Branch Medical Park Phase 2](#)

[Warranty Acceptance - Spring Branch Medical Park Phase 2](#)

POTENTIAL ACTION: Place on July 17, 2017 Consent Agenda

5. INTRODUCTIONS AND SPECIAL PRESENTATIONS

a. Introduction of New Town of Clayton Employees:

Presenters: Rich Cappola, Town Engineer, Blair Myhand, Police Chief & David DeYoung, Planning & Development Director

- David Creech, Inspector

- Meredith Mumford, Administrative Support Specialist
- Brittany Parks, Administrative Support Specialist

[Cover - Introduction of New Town of Clayton Employees](#)

- b. Finance Officers Association Award of Financial Reporting Certificate of Achievement

Presenter: Mayor McLeod

[Cover - Financial Reporting Award](#)

[Letter - Financial Reporting Award](#)

6. PUBLIC HEARINGS

7. ITEMS SCHEDULED FOR THE REGULAR MEETING

- a. 2017-37-PDD - Walton Farm @ RWAC

Presenter: Planning Department

[Cover - 2017-37-PDD Walton Farm @ RWAC](#)

[Application REVISED - 2017-37-PDD - Walton Farm @RWAC](#)

[Staff Report UPDATED - 2017-37-PDD Walton Farm @RWAC](#)

[Maps UPDATED - 2017-37-PDD Walton Farm @ RWAC](#)

[Neighborhood Meeting Materials 2017-38-SD & 2017-37-PDD](#)

[PB Recommendation -2017-37-PDD - Walton Farm at RWAC](#)

POTENTIAL ACTION: Set Public Hearing for July 17, 2017

- b. 2017-38-SD - Walton Farm @ RWAC

Presenter: Planning Department

[Cover - 2017-38-SD Walton Farm Subdivision @ RWAC](#)

[Staff Report UPDATED - 2017-38-SD Walton Farm Subdivision @ RWAC](#)

[Maps UPDATED - 2017-38-SD Walton Farm Subdivision @ RWAC](#)

[Site Plan - 2017-38-SD - 4th Submission](#)

[Neighborhood Meeting Materials 2017-38-SD](#)

[Wastewater Request - 2017-38-SD - UPDATED](#)

[Letter - Johnny House - 2017-38-SD Walton Farm Subdivision @ RWAC](#)

[TIA Conclusions and Recommendations - 2017-38-SD](#)

[PB Recommendation-2017-38-SD -Walton Farm at RWAC](#)

POTENTIAL ACTION: Set Public Hearing for July 17, 2017

- c. 2016-209-RZ - Zoning Overlay Map Update

Presenter: Planning Department

[Cover - 2016-209-OA Zoning Overlay Map Update](#)

[Application - Zoning Overlay update 2016-209-RZ](#)

[Staff Report - 2016-209-RZ Zoning Overlay Maps](#)

[Downtown Overlay - draft4 - Existing vs Proposed 20170517](#)

[Downtown Overlay District draft4 - Modified Zoning 20170517](#)

[Overlay Districts - EXISTING](#)

[Overlay Districts - PROPOSED 20170517](#)

[PB Recommendation 2016-209-RZ -Zoning Overlay Maps](#)

[DDA Recommendation 2016-209-RZ Downtown Overlay District](#)

POTENTIAL ACTION: Set Public Hearing for July 17, 2017

- d. 2016-239-OA - Downtown Overlay District
Presenter: Planning Department
[Cover - 2016-239-OA Downtown Overlay District](#)
[Application - 2016-239-OA](#)
[Staff Report - 2016-239-OA - Downtown Overlay District](#)
[Article 204D - Downtown Overlay CURRENT CODE 20160404](#)
[Article 204D - Downtown Overlay - DRAFT 6 - STRIKETHRU- 20170510](#)
[Open House Letter - 2016-239-OA and 2016-209-RZ](#)
[Minutes from Open House](#)
[Boards for Open House - 2016-239-OA](#)
[Attendees to Open House](#)
[PB Recommendation- 2016-239-OA- Downtown Overlay District](#)
[DDA Recommendation 2016-239-OA - Downtown Overlay District](#)
- POTENTIAL ACTION:** Set Public Hearing for July 17, 2017

8. ITEMS CONTINGENT FOR THE REGULAR MEETING

9. ITEMS FOR DISCUSSION

10. ITEMS REQUIRING ACTION

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

- a. Motion to Suspend Rule in Order to Take Action at Work Session

POTENTIAL ACTION: Motion to Suspend Rule

- b. Budget Amendments - Year-End Closeout

Presenter: Robert McKie, Finance Director

- General Fund
- Water & Sewer Fund
- Electric Fund

[Cover - Budget Amendments Year-End Closeout](#)

[Ordinance - General Fund - Budget Amendments Year-End Closeout](#)

[Ordinance - Water & Sewer Fund - Budget Amendments Year-End Closeout](#)

[Ordinance - Electric Fund - Budget Amendments Year-End Closeout](#)

POTENTIAL ACTION: Adoption of Ordinances #'s 2017-06-02, 2017-06-03 & 2017-06-04

- c. Budget Amendment - Allocate Salary Reserve to Operational Divisions

Presenter: Robert McKie, Finance Director

[Cover - Budget Amendment Allocate Salary Reserve](#)

[Ordinance - Budget Amendment - Salary Reserve](#)

POTENTIAL ACTION: Adoption of Ordinance #2017-06-05

- d. Capital Project Budget Ordinances

Presenter: Robert McKie, Finance Director

- ECIA Lift Station
- Rollingwood Gravity Sewer Extension

[Cover - Capital Project Budget Ordinances](#)
[Ordinance - Capital Project Budget - ECIA Lift Station](#)
[Ordinance - Capital Project Budget- Rollingwood Gravity Sewer Extension](#)

POTENTIAL ACTION: Adoption of Ordinance #'s 2017-06-06 & 2017-06-07

- e. Kiosk Horne Square
[Cover - Horne Square Kiosk](#)
[Drawing - Horne Square Kiosk](#)
[Quote - Horne Square Kiosk](#)

POTENTIAL ACTION: Approval Kiosk Horne Square

11. OLD BUSINESS

12. STAFF REPORTS

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

13. OTHER BUSINESS

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

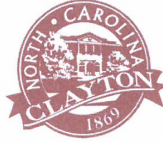
14. ADJOURNMENT

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 

Copy: Para Smith, Development Services Coordinator
Danny Blackburn, Blackburn Consulting

Date: May 25, 2017

Subject: Bristol @ Cobblestone, Phase 2

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

TOWN OF CLAYTON OPERATIONS CENTER

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"ENVIRONMENT"

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(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
Para Smith, Development Services Coordinator

Date: May 30, 2017

Re: Pine Hollow Commons Commercial Subdivision

Please place a final acceptance request for the subject public water and sewer utilities, along with all pertinent easements on the next available agenda. A final inspection was performed with all identified items satisfactorily completed. Following Council acceptance, the Town will assume all operation and maintenance duties.

JOHNSTON COUNTY EMERGENCY SERVICES

Post Office Box 530, 120 South Third Street
Smithfield, NC 27577
(919) 989-5050
(919) 989-5052 (Fax)



April 20, 2017

CERTIFIED MAIL

Clayton Fire Department – Town of Clayton
325 W. Horne Street
Clayton, NC 27520

Dear Chief Barbee:

We have made necessary revisions to our current fire services contract to most appropriately reflect the current conditions and needs. Our current contract expires on June 30, 2017. The proposed changes were discussed at the Chiefs meeting held on April 13, 2017. **The current contract will expire on June 30, 2017, coinciding with the execution of this new contract.**

Enclosed, you will find two copies of your 2017 fire contract for your department's approval signatures. Please examine this document and notify me immediately if there are any questions or discrepancies. The following actions are required of your agency

1. Sign Page 7 of the contract document as designated for approval (two signatures)
2. **Examine the appendices to be sure that they are correct and accurate for the voluntary services that your department provides.**
3. **Return the signed documents to our office by July 31, 2017.**

Once approved with all signatures, one of the original signed documents will be returned to you. Again, if you have any questions, please do not hesitate to call me.

Sincerely,

Adam R. Stanley
Fire Marshal

Enclosures

**NORTH CAROLINA
JOHNSTON COUNTY**

INTERLOCAL AGREEMENT FOR PROVISION OF FIRE PROTECTION SERVICES

This Agreement (sometimes referred to as "Contract"), made and entered into this the first day of July, 2017, by and between County of Johnston, a political subdivision of the State of North Carolina, hereinafter referred to as the "County," and the Town of Clayton, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "Town";

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

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

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

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

- 6) The Fire Department will furnish fire protection and related emergency services pursuant to the standards set forth by the North Carolina Department of Insurance, County, and all other pertinent federal, state, and local laws and regulations within the Fire District (sometimes referred to herein as "primary service area") and shall provide the necessary equipment, personnel, and those things necessary for furnishing such protection in the District. The District is defined in the map of the Fire Protection Service District on record with the Clerk to the Johnston County Board of Commissioners and in the GIS/Land Records Management of Johnston County. The services shall be in accordance with minimum standards set forth in this Agreement and all future amendments adopted in accordance with paragraph 18 of this Agreement. The Fire Department shall furnish said fire protection without charge to all persons and property located in the District in an efficient and workmanlike manner. This provision shall not prohibit the Fire Department from recouping costs and expenses from incidents or from entering into contracts with the Federal, State, or local governments or utility companies for the provision of emergency protection services for a fee, or from applying for and/or receiving any donations, grants, or contributions of any kind, whether governmental or private.
- 7) Fire Department agrees that County has the right to inspect all books and accounts of Fire Department at any time. Said inspection shall be conducted by the Johnston County Board of Commissioners through the Johnston County Fire Marshal, the Johnston County Finance Officer, or other designees of the Johnston County Board of Commissioners. The Fire Department shall furnish all applicable materials and financial statements for the purpose of the annual audit conducted by the Town in conformity with General Accepted Accounting Principles or other comprehensive basis of accounting. The Town shall follow the applicable statutory procedures for letting of public contracts for fire apparatus, equipment, and construction as may be amended by the North Carolina Legislature from time to time. Fire Department shall maintain an accurate inventory of any property with a purchase price of \$5,000.00 or greater purchased in whole or in part with County Fire District funds for the purpose of providing and furnishing fire protection services to the Fire District pursuant to this Agreement.
- 8) If any condition of this Agreement is not being fulfilled by Fire Department to the satisfaction of County, in County's sole discretion, the Johnston County Finance Officer has the right to withhold any and all funds to be paid to Fire Department under this Agreement at any time and until such time as the Fire Department complies with the terms of this Agreement. If Fire Department refuses or fails to provide fire protection services, facilities, or functions as contemplated under this Agreement and to the sole satisfaction of County, the Johnston County Fire Marshal shall investigate the cause of said refusal or failure. During the investigation by the Johnston County Fire Marshal, County may withhold any and all funds due and payable to Fire Department. If the investigation by the Johnston County Fire Marshal determines that Fire Department has refused or failed to perform the duties and obligations of it as required herein, and certifies the results of the investigation to the County Manager, the County Manager may instruct the Finance Officer to withhold any and all funds to be aid to Fire Department under this Agreement until a resolution regarding the refusal or failure to perform is reached by the parties. If a resolution is unable to be reached by the parties, County, in its sole discretion, may withhold nay and all funds to be paid to Fire Department under this Agreement, terminate this Agreement for cause, or take any other such action as County deems

necessary to protect the citizens of the District. Fire Department's failure to file reports required of it to any Federal, State, or local authority shall be grounds for County to terminate this Agreement with Fire Department for cause. If this Agreement is terminated by County for cause, Fire Department shall be liable to County for any and all funds appropriated and paid to Fire Department during the fiscal year in which the termination occurs. Additionally, Fire Department shall not be relieved of its obligations to County under paragraph (7) of this Agreement. Nothing herein shall affect Fire Department's ultimate rights to payments, or County's responsibility for payments, as outlined herein for services actually rendered by Fire Department prior to the effective date of any termination. Nothing herein shall prevent County and Fire Department, in the event of a termination of this Agreement for any reason, from entering into an agreement to provide services beyond the effective date of any such termination.

- 9) The Fire Department shall obtain and keep in force during the term of this contract the following minimum insurance coverage:
 - a. Worker's Compensation: Coverage for all paid and volunteer workers meeting the statutory requirements of the State of North Carolina;
 - b. Comprehensive General Liability, Malpractice, and Errors and Omissions: Coverage with minimum limits of \$1,000,000.00 per occurrence, \$1,000,000.00 aggregate combined single minimum for bodily injury liability and property damage liability;
 - c. Business Auto Policy: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired, and non-owned vehicles and employee non-ownership.
 - d. Management or Directors and Officers Liability: Coverage with minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.
 - e. Umbrella Liability: Coverage with a minimum limit of \$1,000,000.00 with underlying coverage of auto liability, general liability, employer's liability, and \$1,000,000.00 aggregate.
 - f. County as an Additional Insured: County of Johnston shall be named as an additional insured on all policies of insurance required hereunder. Fire Department shall furnish County a certificate of insurance annually.
 - g. Indemnity Agreement: Fire Department shall and hereby agrees to indemnify and save harmless County, from any and all liability and expenses, including attorney's fees, court costs, and other costs incurred by County caused by the negligent acts or omissions of Fire Department, its volunteers, agents and employees.
 - h. Nothing contained herein shall be construed as a waiver of immunity by the County.
- 10) The Fire Department shall provide services within the District (N.C. General Statute 153A-233) and maintain a minimum of a 9S/E rating or better with the North Carolina Department of Insurance, Office of State Fire Marshal. The Fire Department, shall continuously comply with all applicable laws, ordinances, and State regulations. Fire Department shall submit to the Johnston County Fire Marshal a written plan outlining how it will maintain or upgrade its current insurance rating when requested by the Johnston County Fire Marshal.

- 11) The Fire Department shall create and maintain an incident report for all emergency responses for a minimum of five (5) years. The County shall provide and maintain an incident reporting database for the Fire Department's use. The Fire Department shall submit incident reports electronically to their respective County in a timely manner, either through direct entry into the County database or by electronic transmission of incident reports to the County.
- 12) The Fire Department shall provide annually to the Johnston County Fire Marshal's Office a current and complete roster of members of the Fire Department to include contact numbers for the Chief and Assistant Chief(s).
- 13) The Fire Department agrees to provide automatic and mutual aid services to other emergency services providers in Johnston County. The Fire Department understands that other agencies will maintain their own liability policies and be responsible for their own expenses. The Fire Department further agrees that it will be responsible for its own expenses while responding to a request for mutual aid to another agency within the county. The current automatic aid agreement is included in Appendix A of this contract.

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

- 14) The following minimal performance standards are agreed upon by the County, Town, and the Fire Department and are part of this contract:
 - a. The Fire Department shall comply with the procedures for radio communications and established protocols for the dispatch of emergencies as defined by the Johnston County Communications Center Protocols.
 - b. The Fire Department officer in charge at all fire scenes shall attempt to determine the origin and cause of every fire. When the officer in charge cannot determine the origin and cause of the fire, or if the cause is suspected to be of an incendiary nature, the officer in charge should request assistance from the Johnston County Fire Marshal's Office.
 - c. The Fire Department shall keep all records on site for minimum period of five (5) years. All State and County required reports and rosters shall be submitted by the requested deadlines.
 - d. If pressurized fire hydrants are located within the fire district, the Fire Department shall adhere to the guidelines established by the Johnston County Public Utilities Department for the flowing of hydrants. The Fire Department shall immediately report any malfunctions or damage to hydrants to the entity owning the water system.
 - e. The Fire Department shall follow the Johnston County Emergency Operations Plan when responding to an emergency or disaster.

- f. During a declared State of Emergency affecting the County, the Fire Department shall assist, within the limits of its personnel and equipment and capabilities and with deference to its primary service area, to the extent possible with the following services: 1) Debris removal from roadways; 2) Traffic Control; 3) Alert and notification; 4) Search and rescue; 5) Evacuation; and 6) other life saving and property protection measures as necessary. Request for additional assistance outside the primary service area shall be directed to the Fire Chief or designee. All operations shall be in accordance with the Johnston County Emergency Operations Plan.
- g. The Fire Department should have a public fire/life safety education program or similar activities for, at a minimum, educating persons regarding life safety from fire.
- h. When determining the need and location of additional facilities (fire stations, etc.), the Fire Department shall participate in a planning process involving the County Fire Marshal which evaluates, at a minimum, the needs of the department, the effects on property owners, the effects on insurance grading, and the impacts on adjoining fire districts.
- i. Each Fire Department may elect to voluntarily participate in certain services. Each department that provides these services shall be contracted or franchised for the operation of such service, pursuant to the rules set forth by the Johnston County Board of Commissioners. If the Fire Department has chosen to participate in any of these programs, the agreements can be found as Appendices of this contract:

SERVICE	APPENDIX #
Medical Services	B
Rescue Services	C
Other Services	D

- 15) This agreement shall become effective the first day of July, 2017, and remain in effect for a period not to exceed two years, subject to the continued legal existence of the District and the Fire Department, and further subject to the termination provisions of paragraph 8 and 17 hereof.
- 16) This agreement may not be transferred or assigned by the Town, nor may the services contracted for herein be sub-contracted to other parties unless approved by the Johnston County Board of Commissioners.
- 17) This contract may be terminated by either party upon advance notification to the other party by certified mail at least sixty (60) days prior to termination.
- 18) Either party may propose an amendment to this agreement by submitting the amendment in writing at least sixty (60) days in advance of the amendment's proposed effective date. Amendments to this agreement must be approved by both the County and the Town prior to becoming effective.

- 19) If any part of this Contract is for any reason held invalid or unconstitutional by any court of competent jurisdiction, that part shall be deemed a separate, distinct and independent provision, and the holding shall not affect the validity of the remaining portions of this Contract.
- 20) This contract is not intended to serve for the benefit of any third party. The rights and obligations contained herein belong exclusively to the entities that are parties hereto and no third party shall rely upon anything contained herein as a benefit to that third party.
- 21) The terms and provisions herein contained constitute the entire agreement by and between the County and the Town and shall supersede all previous communications, representations, or agreements, either oral or written between the parties hereto with respect to the subject matter hereof.
- 22) **RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained in this contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever; or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Fire Department to the County that may arise under the law or under the terms of this Agreement.
- 23) Fire Department warrants and certifies that as of the effective date of this Contract, Fire Department is not identified on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. § 147-86.58. Fire Department further agrees in compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.58, Fire Department shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List. The person signing this Contract certifies that he or she is authorized by Fire Department to make the foregoing certification.
- 24) **NOTICES:** All notices or other communications which shall be made pursuant hereto shall be in writing and shall be deemed to be given and received (a) when hand delivered to the address stated below, (b) three (3) days after being mailed to the address stated below, postage prepaid by certified or registered mail of the United States, return receipt requested to the address set forth below:

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

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

With copy to:

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

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

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

Johnston County Board of County Commissioners

By: _____
Chairman: Jeffrey P. Carver

Attest:

Clerk

Town of Clayton

By: _____
Mayor

Attest:

Clerk

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

By: _____
J. Chad McLamb, Finance Officer

AID AGREEMENT FOR FIRE PROTECTION

NORTH CAROLINA

JOHNSTON COUNTY

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

WITNESSETH:

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

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

AID AGREEMENT FOR FIRE PROTECTION

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

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

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

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

AID AGREEMENT FOR FIRE PROTECTION

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

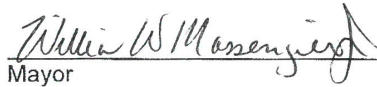
AID AGREEMENT FOR FIRE PROTECTION

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

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

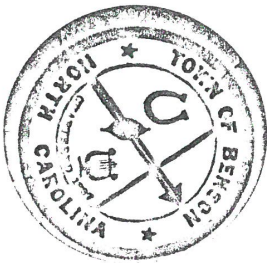
IN WITNESS WHEREOF, the municipal corporation have caused this instrument to be signed in its corporate name by its Mayors, attested by its Town Clerks and its corporate seal affixed, and, the corporations, have likewise caused this instrument to be signed in its corporate name by its President, attested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

Town of Benson


Mayor

ATTEST:


Clerk



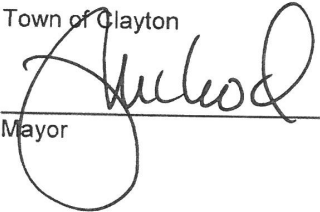
AID AGREEMENT FOR FIRE PROTECTION

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

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

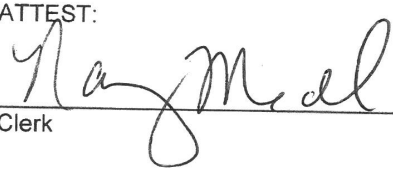
IN WITNESS WHEREOF, the municipal corporation have caused this instrument to be signed in its corporate name by its Mayors, attested by its Town Clerks and its corporate seal affixed, and, the corporations, have likewise caused this instrument to be signed in its corporate name by its President, attested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

Town of Clayton



Mayor

ATTEST:



Clerk

AID AGREEMENT FOR FIRE PROTECTION

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

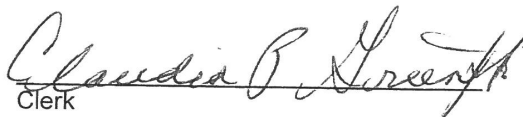
- 11) When any party contained in this agreement is providing automatic aid to another party, it is agreed to respond with a minimum of one piece of fire apparatus capable of carrying a minimum of 1,000 gallons of water.

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

Town of Selma


Mayor

ATTEST:


Clerk

AID AGREEMENT FOR FIRE PROTECTION

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

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

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

Town of Smithfield


Mayor

ATTEST:


Clerk



AID AGREEMENT FOR FIRE PROTECTION

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

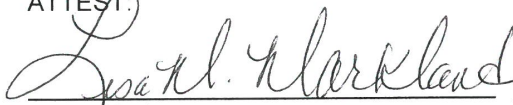
- 11) When any party contained in this agreement is providing automatic aid to another party, it is agreed to respond with a minimum of one piece of fire apparatus capable of carrying a minimum of 1,000 gallons of water.

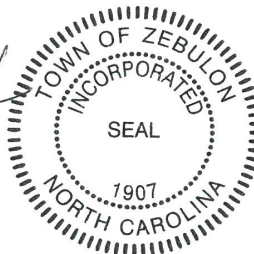
IN WITNESS WHEREOF, the municipal corporation has caused this instrument to be signed in its corporate name by its Fire Chief, attested by its Town Clerk and its corporate seal affixed, and, the corporations, have likewise caused this instrument to be signed in its corporate name by its President, attested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

Town of Zebulon


Fire Chief

ATTEST:


Town Clerk



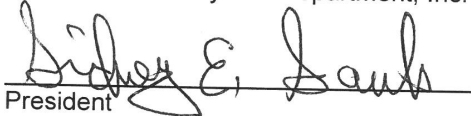
AID AGREEMENT FOR FIRE PROTECTION

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

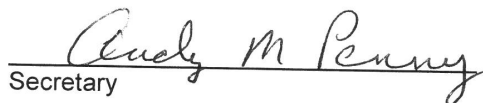
- 11) When any party contained in this agreement is providing automatic aid to another party, it is agreed to respond with a minimum of one piece of fire apparatus capable of carrying a minimum of 1,000 gallons of water.

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

50-210 Community Fire Department, Inc.


President

ATTEST:


Secretary

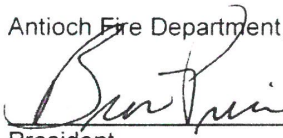
AID AGREEMENT FOR FIRE PROTECTION

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

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

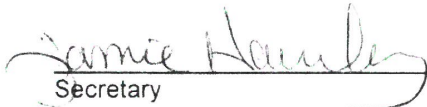
IN WITNESS WHEREOF, the municipal corporation have caused this instrument to be signed in its corporate name by its Mayors, attested by its Town Clerks and its corporate seal affixed, and, the corporations, have likewise caused this instrument to be signed in its corporate name by its President, attested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

Antioch Fire Department, Inc.



President

ATTEST:



Secretary

ALL AGREEMENT FOR FIRE PROTECTION

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

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

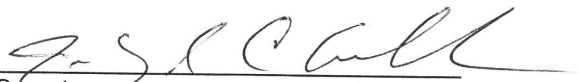
IN WITNESS WHEREOF, the municipal corporation have caused this instrument to be signed in its corporate name by its Mayors, attested by its Town Clerks and its corporate seal affixed, and, the corporations, have likewise caused this instrument to be signed in its corporate name by its President, attested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

Archer Lodge Volunteer Fire Department, Inc.



President

ATTEST:



Secretary

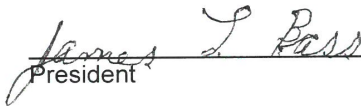
AID AGREEMENT FOR FIRE PROTECTION

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

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

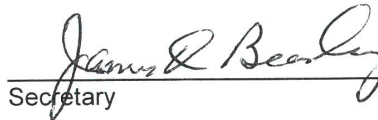
IN WITNESS WHEREOF, the municipal corporation have caused this instrument to be signed in its corporate name by its Mayors, attested by its Town Clerks and its corporate seal affixed, and, the corporations, have likewise caused this instrument to be signed in its corporate name by its President, attested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

Bentonville Volunteer Fire Department, Inc.



President

ATTEST:



Secretary

AID AGREEMENT FOR FIRE PROTECTION

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

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

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

Bethany Rural Fire Department of Johnston County, Inc.



President

ATTEST:



Secretary

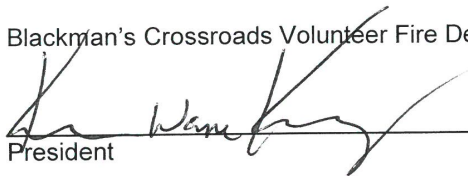
ADDITIONAL AGREEMENT FOR FIRE PROTECTION

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

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

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

Blackman's Crossroads Volunteer Fire Department


President

ATTEST:


Secretary

AID AGREEMENT FOR FIRE PROTECTION

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

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

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

Brogden Rural Fire Department, Inc.

Clarence F. Norris, Jr.
President

ATTEST:

x Randy B. Whitely
Secretary

AGREEMENT FOR FIRE PROTECTION

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

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

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Cleveland Fire Department, Incorporated



President

ATTEST:



Secretary

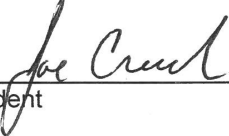
ALL AGREEMENT FOR FIRE PROTECTION

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

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

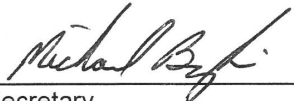
IN WITNESS WHEREOF, the municipal corporation have caused this instrument to be signed in its corporate name by its Mayors, attested by its Town Clerks and its corporate seal affixed, and, the corporations, have likewise caused this instrument to be signed in its corporate name by its President, attested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

Corinth-Holder Volunteer Fire Department, Inc.



President

ATTEST:



Secretary

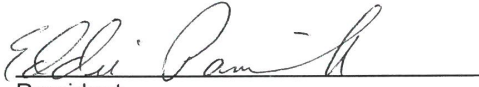
AGREEMENT FOR FIRE PROTECTION

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

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Elevation Fire Department, Incorporated


President

ATTEST:


Secretary

ALL AGREEMENT FOR FIRE PROTECTION

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

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Four Oaks Volunteer Fire Department, Inc.

Charles B. Stanley
President

ATTEST:

Jerome Thomas
Secretary

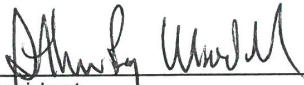
ARTICLE 1. AGREEMENT FOR FIRE PROTECTION

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Garner Volunteer Fire/Rescue Incorporated



President STEPHEN RAY WOODALL

ATTEST:



Secretary

ALL AGREEMENT FOR FIRE PROTECTION

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

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Kenly Volunteer Fire Department, Inc.

Bobby T. Pope
President

ATTEST:

Timothy J. Galt
Secretary



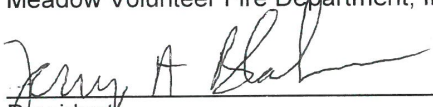
AGREEMENT FOR FIRE PROTECTION

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Meadow Volunteer Fire Department, Inc.



President

ATTEST:



Secretary

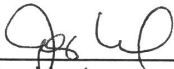
ADDITIONAL AGREEMENT FOR FIRE PROTECTION

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

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

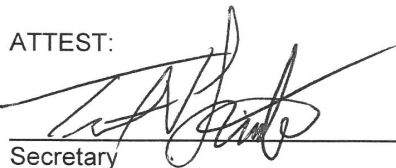
IN WITNESS WHEREOF, the municipal corporation have caused this instrument to be signed in its corporate name by its Mayors, attested by its Town Clerks and its corporate seal affixed, and, the corporations, have likewise caused this instrument to be signed in its corporate name by its President, attested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

Micro Volunteer Fire Department, Inc.



President

ATTEST:



Secretary

AID AGREEMENT FOR FIRE PROTECTION

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

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

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Nahunta Volunteer Fire Department, Inc.

Anthony Peck
President

ATTEST:

[Signature]
Secretary

ALL AGREEMENT FOR FIRE PROTECTION

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

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Newton Grove Fire & Rescue, Inc.



President

ATTEST:



Secretary

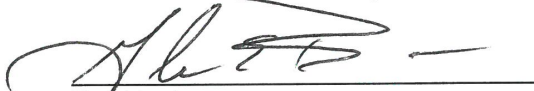
ADDITIONAL AGREEMENT FOR FIRE PROTECTION

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Oakland Volunteer Fire Department, Inc.



President

ATTEST



Secretary

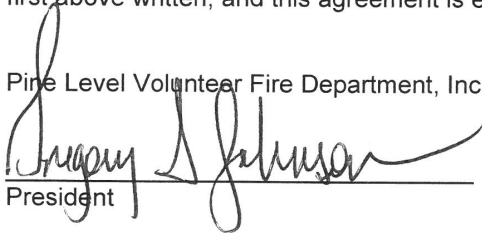
ADDITIONAL AGREEMENT FOR FIRE PROTECTION

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Pine Level Volunteer Fire Department, Inc.



President

ATTEST:



Secretary

ALL AGREEMENT FOR FIRE PROTECTION

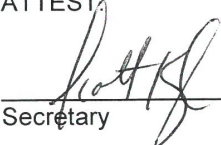
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- 11) When any party contained in this agreement is providing automatic aid to another party, it is agreed to respond with a minimum of one piece of fire apparatus capable of carrying a minimum of 1,000 gallons of water.

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Princeton Volunteer Fire Department, Incorporated


President

ATTEST

Secretary

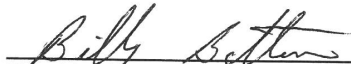
AGREEMENT FOR FIRE PROTECTION

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

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

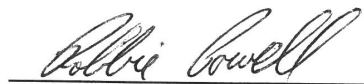
IN WITNESS WHEREOF, the municipal corporation have caused this instrument to be signed in its corporate name by its Mayors, attested by its Town Clerks and its corporate seal affixed, and, the corporations, have likewise caused this instrument to be signed in its corporate name by its President, attested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

Strickland Crossroads Fire Department, Incorporated



President

ATTEST:



Secretary

ARTICLE II. AGREEMENT FOR FIRE PROTECTION

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

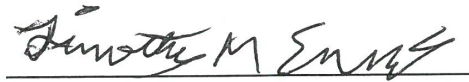
- 11) When any party contained in this agreement is providing automatic aid to another party, it is agreed to respond with a minimum of one piece of fire apparatus capable of carrying a minimum of 1,000 gallons of water.

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

Thanksgiving Fire Department, Incorporated


President

ATTEST:


Secretary

AID AGREEMENT FOR FIRE PROTECTION

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

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

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

West Johnston Fire Department


President

ATTEST:


Secretary

ALL AGREEMENT FOR FIRE PROTECTION

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

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

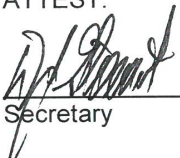
IN WITNESS WHEREOF, the municipal corporation have caused this instrument to be signed in its corporate name by its Mayors, attested by its Town Clerks and its corporate seal affixed, and, the corporations, have likewise caused this instrument to be signed in its corporate name by its President, attested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

Wilson's Mills Fire and Rescue Department



President

ATTEST:



Secretary

**NORTH CAROLINA
JOHNSTON COUNTY**

INTER-LOCAL AGREEMENT FOR FIRE PROTECTION

APPENDIX B

MEDICAL SERVICES

NORTH CAROLINA
JOHNSTON COUNTY

FIRE DEPARTMENT MEDICAL RESPONDER AGREEMENT

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

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

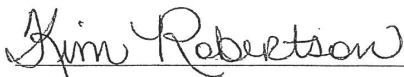
WHEREAS, Fire Departments agreeing to participate in the Medical Responder Program have been approved by the Johnston County Emergency Services Department for that purpose;

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

- A. The Fire Department will organize and maintain a medical responder unit that will comply with the applicable terms of the Johnston County EMS System Medical Responder Guidelines.
- B. The Fire Department will operate at the EMR or EMT-B certification level, as approved by the Johnston County EMS System per the Johnston County EMS System Medical Responder Guidelines.

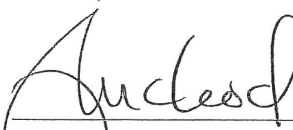
This Agreement will be in effect from October 1, 2014 until such time as either party terminates the agreement upon sixty (60) days written notice to withdraw.

Executed this the 2nd day of September, 2014.



DIRECTOR

JOHNSTON CO. EMERGENCY SERVICES



MAYOR

TOWN OF CLAYTON

**NORTH CAROLINA
JOHNSTON COUNTY**

INTER-LOCAL AGREEMENT FOR FIRE PROTECTION

**APPENDIX C
RESCUE SERVICES**

Appendix C

NORTH CAROLINA
JOHNSTON COUNTY

RESCUE SERVICES AGREEMENT

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

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

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

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

- ☒ EXTRICATION SERVICES PROVIDER
- ☐ LIGHT RESCUE PROVIDER (as outlined by N.C. Assoc. of Rescue and EMS)
- ☐ MEDIUM RESCUE PROVIDER (as outlined by N.C. Assoc. of Rescue and EMS)
- ☒ HEAVY RESCUE PROVIDER (as outlined by N.C. Assoc. of Rescue and EMS)
- ☐ AGRICULTURAL RESCUE (as outlined by N.C. Assoc. of Rescue and EMS)
- ☐ AIR RESCUE (as outlined by N.C. Assoc. of Rescue and EMS)
- ☒ CONFINED SPACE RESCUE (as outlined by N.C. Assoc. of Rescue and EMS)
- ☐ HEAVY VEHICLE/MACHINERY EXTRICATION (as outlined by N.C. Assoc. of Rescue and EMS)
- ☒ HIGH ANGLE RESCUE (as outlined by N.C. Assoc. of Rescue and EMS)
- ☒ TRENCH RESCUE (as outlined by N.C. Assoc. of Rescue and EMS)
- ☐ WATER RESCUE-DIVE (as outlined by N.C. Assoc. of Rescue and EMS)
- ☐ WATER RESCUE-OPEN (STILL WATER) (as outlined by N.C. Assoc. of Rescue and EMS)

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

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

This Agreement will be in effect from July 1, 2009 until such time as either party terminates the agreement upon one hundred eighty (180) days written notice to withdraw.

Appendix C

Duly executed this the 14th day of May, 2009 while in regular session.

ATTEST:

Sherry L. Scoggins
Sherry L. Scoggins, MMC
Town Clerk

Jody L. McLeod
Jody L. McLeod
Mayor

Seal

Duly executed this the 1 day of June, 2009 while in regular session.

ATTEST:

Paula G. Woodard

Kim Robertson
Director
Johnston Co Emergency Services

Seal



NORTH CAROLINA
JOHNSTON COUNTY

INTER-LOCAL AGREEMENT FOR FIRE PROTECTION

APPENDIX D
OTHER SERVICES

THIS APPENDIX DOES NOT APPLY TO THIS DEPARTMENT

**RESOLUTION ACCEPTING GRANT FOR WASTEWATER ASSET
ASSESSMENT AND INVENTORY IMPROVEMENTS**

WHEREAS, the North Carolina Clean Water Revolving Loan and Grant Act of 1987 has authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater treatment works, wastewater collection systems, and water supply systems, water conservation projects; and

WHEREAS, the North Carolina Department of Environment and Natural Resources has offered a Grant in the amount of \$150,000 for the wastewater asset assessment and inventory improvements; and

WHEREAS, the Clayton Town Council intends to complete said project with the approved plans and specifications.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF CLAYTON

- That the Town of Clayton does hereby accept the Grant offer of \$150,000.
- That the Town of Clayton does hereby give assurance to the North Carolina Department of Environmental Quality that all items specified in the grant offer, Section II – Assurances will be adhered to.
- That Byron W. Poelman, Utility Service Superintendent, the Authorized Official, and successors so titled is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required to connection with the application.
- That the Town of Clayton has substantially complied or will substantially comply with all Federal, State and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants pertaining thereto.

Duly adopted this the 19th day of June, 2017 while in regular session.

Jody McLeod
Mayor

ATTEST:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk

**RESOLUTION ACCEPTING GRANT FOR WATER ASSET ASSESSMENT AND
INVENTORY IMPROVEMENTS**

WHEREAS, the North Carolina Clean Water Revolving Loan and Grant Act of 1987 has authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater treatment works, wastewater collection systems, and water supply systems, water conservation projects; and

WHEREAS, the North Carolina Department of Environment and Natural Resources has offered a Grant in the amount of \$150,000 for the water asset assessment and inventory improvements; and

WHEREAS, the Clayton Town Council intends to complete said project with the approved plans and specifications.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF CLAYTON

- That the Town of Clayton does hereby accept the Grant offer of \$150,000.
- That the Town of Clayton does hereby give assurance to the North Carolina Department of Environmental Quality that all items specified in the grant offer, Section II – Assurances will be adhered to.
- That Byron W. Poelman, Utility Service Superintendent, the Authorized Official, and successors so titled is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required to connection with the application.
- That the Town of Clayton has substantially complied or will substantially comply with all Federal, State and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants pertaining thereto.

Duly adopted this the 19th day of June, 2017 while in regular session.

Jody McLeod
Mayor

ATTEST:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk



Town Council Agenda Cover Sheet

Meeting Date

June 19, 2017

Agenda Location

Administrative Items

Item Title

Warranty Acceptance

Presenter (Name & Title)

Chris Rowland, Construction Project Administrator

Summary/Description

Request for final acceptance for public water, sewer, associated storm drainage utilities and all pertinent easements.

Requested Action

Place on Consent Agenda

Additional Documents To Be Included in Agenda Packet

Memorandum

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: Jonathan Barnes, Dalton Engineering
Para Smith, Development Services Coordinator

Date: June 5, 2017

Re: Spring Branch Medical Park Phase 2, Smith Packet AL
Facility

Please place a final acceptance request for the referenced public water, sewer, associated storm drainage utilities, and all pertinent easements on the next available agenda. A final inspection was performed with no identifiable faults discovered. Upon acceptance, the Town will assume all operation and maintenance duties.



Town Council Agenda Cover Sheet

Meeting Date

June 19, 2017

Agenda Location

Introductions & Special Presentations

Item Title

Introduction of New Town of Clayton Employees

Presenter (Name & Title)

Rich Cappola, Town Engineer, Chief Myhand & David DeYoung, Planning & Development Director

Summary/Description

David Creech - Inspector
Meredith Mumford - Administrative Support Assistant
Brittany Parks - Administrative Support Specialist

Requested Action

None - Informational Only

Additional Documents To Be Included in Agenda Packet

None



Town Council Agenda Cover Sheet

Meeting Date

June 19, 2017

Agenda Location

Introductions & Special Presentations

Item Title

Finance Officers Association Award of Financial Reporting Certificate of Achievement

Presenter (Name & Title)

Mayor McLeod

Summary/Description

Notification was received from The Government Finance Officers Association that the comprehensive annual financial report for the fiscal year ended June 30, 2016 qualifies for a Certificate of Achievement for Excellence in Financial Reporting. This is the highest form of recognition in governmental accounting and financial reporting. An award will be presented to Robert McKie, Finance Director.

Requested Action

None - Informational Only

Additional Documents To Be Included in Agenda Packet

Letter received from Government Finance Officers Association.



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

June 1, 2017

The Honorable Jody L. McLeod
Mayor
Town of Clayton
PO Box 879
Clayton, NC 27528-0879

Dear Mayor McLeod:

We are pleased to notify you that your comprehensive annual financial report (CAFR) for the fiscal year ended 2016 qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. This award has been sent to the submitter as designated on the application.

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and that appropriate publicity will be given to this notable achievement. A sample news release is enclosed to assist with this effort.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,

Todd Buikema
Acting Director, Technical Services Center



Town Council Agenda Cover Sheet

Meeting Date

June 19, 2017

Agenda Location

New Business

Item Title

2017-37-PDD Walton Farm Rezoning

Presenter (Name & Title)

Planning Department

Summary/Description

Rezoning 51.63 acres from Residential-Estate (R-E) and Residential-8 (R-8) to Planned Development-Residential (PD-R). This application is running concurrently with preliminary subdivision plat, acting as a master plan, 2017-38-SD.

Requested Action

Set Public Hearing

Additional Documents To Be Included in Agenda Packet

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: Walton Acres at Riverwood Athletic Club Acreage of Property: 51.63
County Tag Number: 16103027 NC PIN: 176000-93-5827
Address/Location: 3131 Covered Bridge Road
Existing Zoning District: R-E & R-8
Proposed Zoning District: PD-R

APPLICANT INFORMATION

Applicant: Adams & Hodge Engineering, PC
Mailing Address: 335 Athletic Club Blvd, Clayton, NC 27520
Phone Number: 919-763-7278 Fax: N/A
Contact Person: Donnie Adams/Mark Hall
Email Address: donnies@adamsandhodge.com/mark@adamsandhodge.com

FOR OFFICE USE ONLY

Date Received: MAR 03 2017 Amount Paid: \$1360.00 File Number: 2017-37-PDD

version 06/2016 OF CLAYTON
PLANNING DEPARTMENT

Page 1 of 11

PROPERTY OWNER INFORMATION

Name: FSC Ranch, LLC

Mailing Address: 400 Riverwood Dr, Clayton, NC 27527

Phone Number: 919-868-3222

Fax: N/A

Email Address: Brian.Strickland@fredsmithcompany.com

EXPLANATION OF PROJECT

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

This project is a proposed open space residential planned development consisting of a pedestrian oriented main boulevard that will be fronted by multi-family apartments and additional streets that will be fronted by single family detached lots. A greenway system, passive open space and active open space in the form of pocket parks round out this 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: 11/2016 & 12/2016	☒	☐			
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 <i>Required if applicant is not property owner.</i>	☐	☒			
5. A signed and sealed boundary survey (not more than a year old unless otherwise approved by the Planning Department).	☐				
6. If property to be rezoned is a <u>portion</u> of a parcel: - Property legal description typed (10 pt. font or greater, and also submitted electronically in MS Word format.) - Plat showing property to be rezoned, matching legal description.	☐ ☐	☒ ☒			
7. Adjacent property owners list	☒	☐			
8. Neighborhood meeting notice letter (1 copy) <i>See sample letter and meeting requirements included in this packet</i>	☒				
9. Neighborhood meeting summary form (1 copy) <i>Included in this packet</i>	Must be submitted after neighborhood meeting is held and at least 10 days prior to Planning Board meeting.				
10. Stamped, addressed, empty envelopes with no return address, using the adjacent property owner list (1 set) <i>This for a public notice of the public hearing mailed by the Town – thus, neighbors will receive both a neighborhood meeting letter from the applicant, and a notice of the hearing from the Town.</i>	☒				

APPROVAL CRITERIA

All applications for a Rezoning must address the following findings:

1. Consistency with the adopted plans of the Town.
The proposed plan will be consistent with adopted plans of the town and will provide a mixture of residential units.

2. Suitability of the subject property for uses permitted by the current vs. the proposed district.
The property is currently in the town ETJ and is vacant/undeveloped. Rezoning this property will allow for orderly development as well as public water system connectivity for the town.

3. Whether the proposed change tends to improve the balance of uses, or meets specific demand in the Town.
The proposed zoning change will allow flexibility in development to facilitate better overall use of the property.

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.
There are available public facilities and services in the area to serve the proposed development.

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

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.
The rezoning should have a positive effect instead of a negative.

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.
This change will benefit the general public.

APPLICANT AFFIDAVIT

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

Donald C. Adams Jr
Print Name

[Signature]
Signature of Applicant

3/3/2017
Date



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

*Town Council
June 19, 2017*

STAFF REPORT

Application Number: 2017-37-PDD Project Name: Walton Farms Rezoning

NC PIN / Tag #: 176000-93-5827 / 16I03027
Town Limits/ETJ: ETJ
Overlay: None
Applicant: Adams & Hodge Engineering
Owner: FSC Ranch, LLC
Location: 3131 Covered Bridge Road, north of the intersection of Covered Bridge Road and Loop Road

Public Noticing:

- Neighborhood meeting held on April 13, 2017
- Sign posted prior to April 14, 2017
- Letters mailed prior to June 23, 2017
- Newspaper published June 21 and June 28

REQUEST: Rezoning 51.63 acres of land from Residential Estate (R-E) and Residential-8 (R-8) to Planned Development Residential (PD-R). This application is running concurrently with preliminary subdivision plat, acting as a master plan, 2017-38-SD.

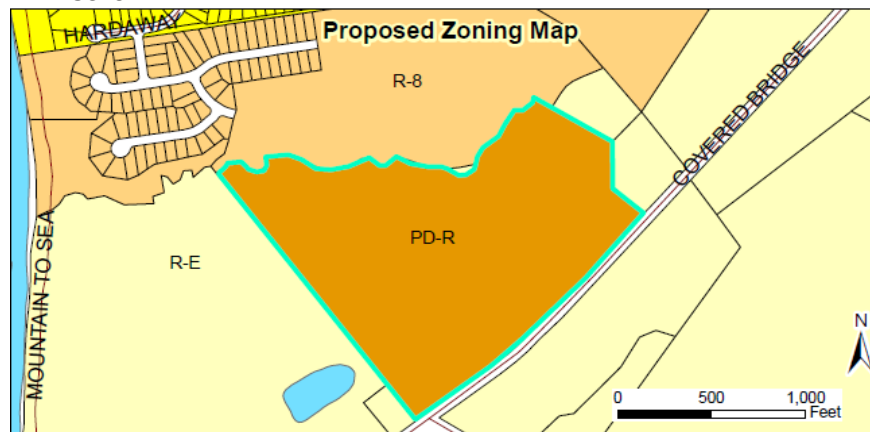
SITE DATA:

Acreage: 51.63 acres
Existing Use: Vacant



Direction	Zoning	Existing Use
North	Residential-8 and Residential-10	Single-family homes (Riverwood Athletic Club)
South	Residential-Estate	Vacant
East	Residential-8 and Residential-Estate	Single-family homes (Riverwood Athletic Club)
West	Residential-Estate and Residential-8	Single-family homes and agricultural

ADJACENT ZONING AND LAND USES:



STAFF ANALYSIS AND COMMENTARY:

Overview

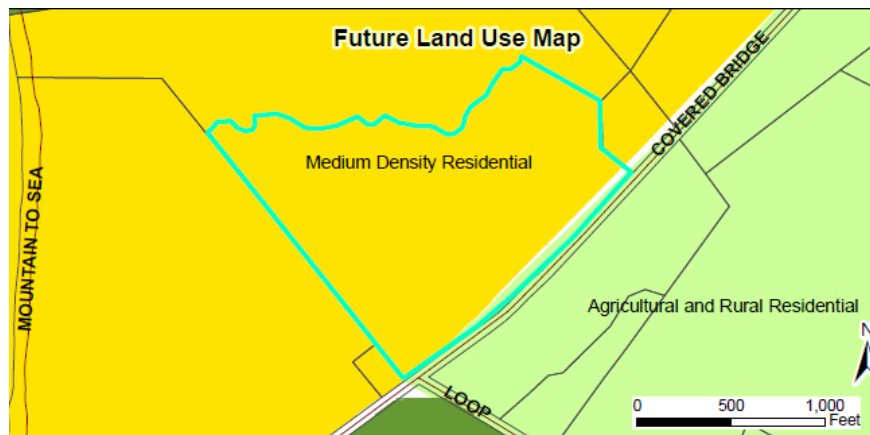
The applicant is requesting to rezone 51.63 acres of land from R-E and R-8 to PD-R. This application is running concurrently with a preliminary plat, acting as a master plan (2017-38-SD). The subject property is located off Covered Bridge Road, just north of the intersection of Covered Bridge Road and Loop Road. The associated master plan is proposed to include 190 single-family homes and 120 multi-family apartment units. The applicant is requesting to add this development to the existing Riverwood Athletic Club Master Plan.

Compatibility with Surrounding Land Uses

The proposed use is a residential subdivision and is compatible with the surrounding land uses, which are primarily residential with some agricultural.

Consistency with the Comprehensive Plan 2040

The Comprehensive Plan 2040 designates this property as “medium density residential”. The requested development is compatible with this category based on the proposed density (6 units/acre) and requested zoning change. Based on the Comprehensive Plan, medium-density residential typically consists of up to 5 units/acre. However, densities up to 7 units/acre may be approved as a part of a PD-R zoning district.



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.
- This rezoning is running concurrently with a major subdivision request (2017-38-SD Walton Farms Major Subdivision acting as a Master Plan)

APPROVAL CRITERIA:

The applicant has addressed the Rezoning Approval Criteria outlined in §155.705. The applicant's responses are incorporated as an attachment to the Staff Report.

STAFF RECOMMENDATION:

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

ATTACHMENTS:

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



ADAMS & HODGE
ENGINEERING, PC

April 1, 2017

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 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: April 11, 2017

Location: HTR Real Estate Office
315 Athletic Club Blvd
Clayton, NC 27527

Time: 7:00 pm

Type of Application: PD-MU Master Plan Application

A request has been submitted to the Town of Clayton to rezone a tract of land from its current zoning of R-E to PD-MU. A master plan was submitted along with this request showing a proposed design of approximately 310 units of single family lots and multi-family/mixed use apartment buildings with active and passive open spaces.

If you have any questions prior to or after this meeting, you may contact us at 919-763-7278.

Sincerely,

Donald C. Adams, Jr., PE



cc: Clayton Planning Dept.

ADJACENT PROPERTY OWNERS LIST

Project Name: Walton Acres at Riverwood Athletic Club

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
176000-82-1830	Mavis C. House	2873 Covered Bridge Rd, Clayton, NC 27527
176000-92-1593	Johnny R. & Sherry E. House	2975 Covered Bridge Rd., Clayton, NC 27527
176000-91-6784	Town of Clayton	P.O. Box 879, Clayton, NC 27528
177000-02-3947	Danny L. Dupree & Judith D. Nappier	8 Eight JS LN, Clayton, NC 27520-9607
177000-25-7359	Hampton S. Langdon & Leanne L. Murdoch	1185 Marietta Dr, Kernersville, NC 27284
177000-03-6964	Larry Sheldon Mills & Connie T. Mills	3329 Covered Bridge Rd, Clayton, NC 27527
176000-84-3195	FSC IV, LLC	400 Riverwood Dr, Clayton, NC 27527-5500
176000-84-3140	FSC IV, LLC	400 Riverwood Dr, Clayton, NC 27527-5500
176000-84-2096	FSC IV, LLC	400 Riverwood Dr, Clayton, NC 27527-5500
176000-84-2034	Jay R. Fiorillo	716 Parkbridge Dr, Clayton, NC 27527-5304
177000-05-5052	FSC III, LLC DBA	400 Riverwood Dr, Clayton, NC 27527-5500

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

**Walton Farm Rezoning
2017-37- PDD**

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

Recommendation to the Town Council to

☒ approve the request;

☐ deny the request.

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

Signed:



Planning Board Chair



Town Council Agenda Cover Sheet

Meeting Date

June 19, 2017

Agenda Location

New Business

Item Title

2017-38-SD Walton Farm Preliminary Subdivision (acting as a Master Plan)

Presenter (Name & Title)

Planning Department

Summary/Description

Preliminary subdivision (master plan) approval to develop 190 single-family residential lots and 120 multi-family apartment units on 51.63 acres of land. This project is running concurrently with rezoning request 2017-37-PDD to rezone the property from R-E and R-8 to PD-R.

Requested Action

Set Public Hearing

Additional Documents To Be Included in Agenda Packet

Staff Report Maps
Application
Neighborhood Meeting Materials
Site Plan
Wastewater Allocation Request
Traffic Impact Analysis- Conclusions and Recommendations



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

*Town Council
June 19, 2017*

STAFF REPORT

Application Number: 2017-38-SD

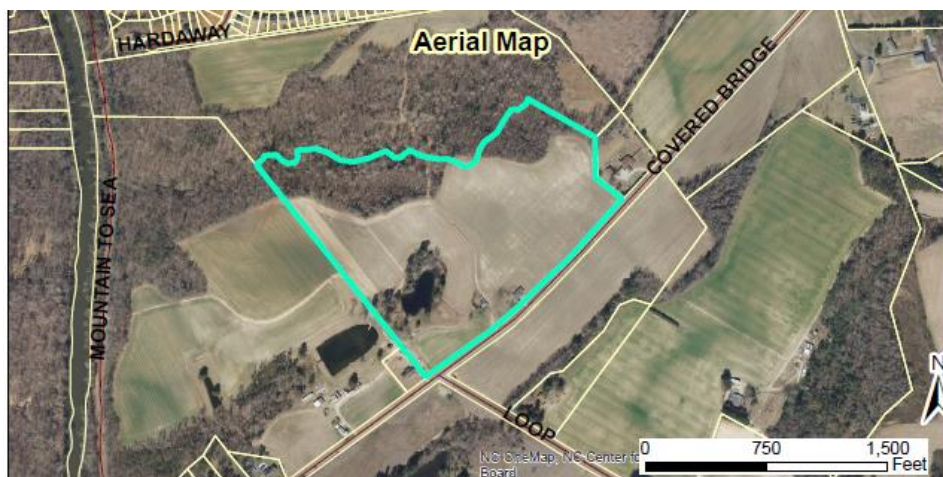
Project Name: Walton Farms Preliminary Subdivision (acting as Master Plan)

NC PIN / Tag #: 176000-93-5827 / 16I03027
Town Limits/ETJ: ETJ (to be annexed)
Applicant: Adams & Hodge Engineering
Owner: FSC Ranch, LLC
Location: 3131 Covered Bridge Road

Public Noticing:

- Neighborhood meeting April 13, 2017
- Sign posted prior to April 14, 2017
- Letters mailed prior to June 23, 2017
- Newspaper published June 21 and June 28

REQUEST: The applicant is requesting preliminary subdivision approval for 190 single-family residential lots and 120 multi-family apartment units to be developed on 51.63 acres of land. This project is running concurrently with rezoning request 2017-37-PDD to rezone the property from R-E and R-8 to PD-R.



SITE DATA:

Acreage: 51.63 acres
Existing Use: Vacant

ADJACENT ZONING AND LAND USES:

Direction	Zoning	Existing Use
North	Residential-8 and Residential-10	Single-Family Homes (Riverwood Athletic Club)
South	Residential-Estate	Vacant
East	Residential-8 and Residential-Estate	Single-Family Homes (Riverwood Athletic Club)
West	Residential-Estate	Single-Family Home & Agricultural

DEVELOPMENT DATA:

Proposed Uses: Single-family residential (190 lots) and multi-family apartments (120 units)
Buildings: 190 single-family homes, four apartment buildings, one community center
Density/Intensity: 6 units/acre
Impervious Surface: 55%
Required Parking: 166 spaces
Proposed Parking: 299 spaces
Access/Streets: There will be three access points. To the North, the development will connect to Ravens Ridge at Riverwood Athletic Club. To the South, the development will have an entrance off Covered Bridge Road. Additionally, there will be a stub-out connecting to the adjacent property to the West (House Tract).
Water/Sewer Provider: Town of Clayton
Electric Provider: Duke Energy

STAFF ANALYSIS:**Overview**

The applicant is requesting preliminary subdivision approval, acting as a Master Plan, for Walton Farms Subdivision. This 51.63 acre project is running concurrently with rezoning request 2017-37-PDD which would rezone the subject property to Planned Development-Residential. The applicant is proposing the development be included as a part of the existing Riverwood Athletic Club, which is located just north of the subject property.

The applicant proposes to develop 190 single-family units and 120 multi-family apartment units. The main entrance to the subdivision will be off Covered Bridge Road. The applicant is proposing decorative pavers at this entrance, which will lead into the main collector street of the development. Four apartment buildings, consisting

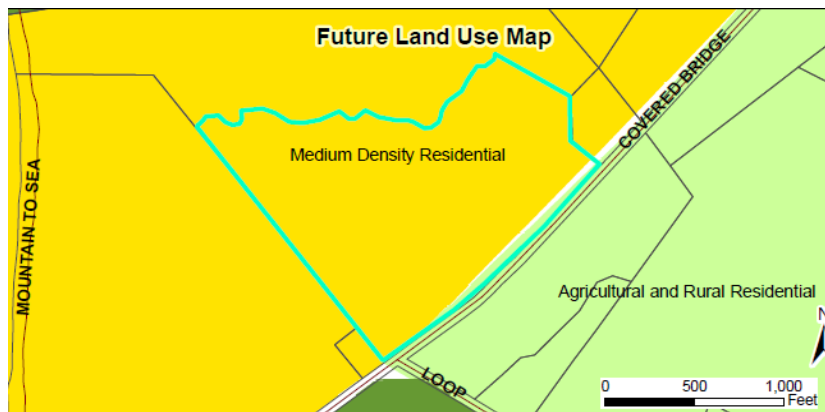
of one and two bedroom units, are located along the collector street. Parking for the apartment units will be located primarily in the back of the buildings, with some parallel parking located on the collector street.

The applicant is proposing two different housing types for the single-family units, with the minimum lot size being 3,145 square feet. The smallest lots are proposed to be located primarily interior to the development, with the larger lots located on the outer portion of the development. There will be three pocket parks, which are located behind the interior residential lots. These parks will include walking trails, fire pits, grills, gazebos, and corn hole areas. A community center is also proposed, which will include its own fire pit and gathering areas. Additionally, the development will be a part of Riverwood Athletic Club and have access to the existing amenities such as the gym facilities and swimming pools.

Consistency with Adopted Plans

- **Comprehensive Plan 2040**

The Comprehensive Plan 2040 designates this property as “medium density residential”. The requested development is compatible with this category based on the proposed density (6 units/acre) and requested zoning change. Based on the Comprehensive Plan, medium-density residential typically consists of up to 5 units/acre. However, densities up to 7 units/acre may be approved as a part of a PD-R zoning district.



- **Unified Development Code**

The proposed development is consistent with and meets the applicable requirements of the Unified Development Code (UDC).

Compatibility with Surrounding Land Uses

The proposed use is a residential subdivision and is generally compatible with the surrounding land uses, which are primarily residential with some agricultural.

Landscaping and Buffering

The applicant is proposing to provide a Class “C” landscape buffer along Covered Bridge Road, and along the adjacent property lines. A detailed landscaping plan will be submitted when each phase of the development is submitted for staff review.

Access/Streets

There will be three access points within the subdivision. The main entrance into the development is a two-way entrance located off Covered Bridge Road. The development will also connect north to Ravens Ridge at Riverwood Athletic Club, and will provide a stub-out to the West in order to provide future connectivity.

Multi-Modal Access

Interior sidewalks are provided throughout the development. A greenway is provided along the collector street (Street "A"), which will connect to the Riverwood greenway system and a greenway located west of the project entrance and along Covered Bridge Road. This greenway connection will allow residents pedestrian access to the Town's future park property located to the south.

Environmental

There are several natural features on the subject site including a spring fed pond and a perennial stream. These features will be preserved and buffered in accordance with the requirements of the UDC.

Garbage / Recycling

The multi-family apartments and clubhouse will utilize four proposed dumpsters within the development. These dumpsters are proposed to be located behind the apartment buildings, and will meet the UDC's screening requirements. All single-family residential units will utilize roll-outs for individual trash collection.

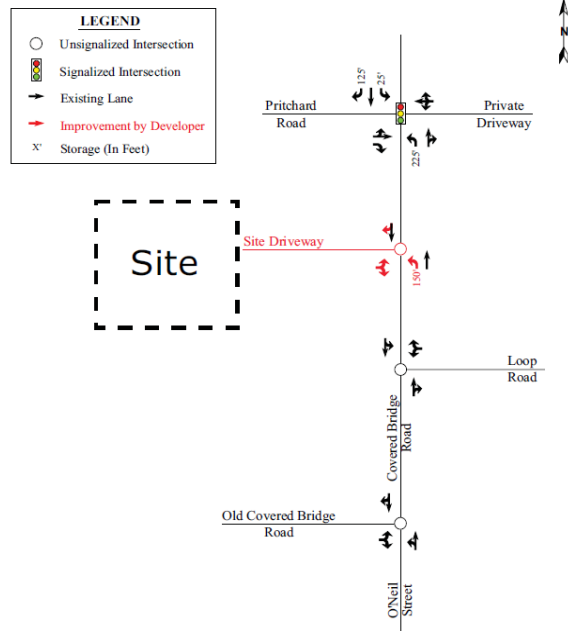
Traffic Impact Analysis

Ramey Kemp & Associates prepared the Traffic Impact Analysis dated April 2017. The study concludes that the proposed development will generate approximately 2,660 total site trips during a typical weekday, with roughly 206 trips during the AM peak hour and 274 trips during the PM peak hour. The study recommends the following roadway improvements.

1. Provide site access via a full movement intersection with one ingress and one egress lane
2. Provide stop control for site driveway

3. Provide an exclusive northbound left-turn lane on Covered Bridge Road with 150 feet of storage and taper
In addition to these improvements, staff has received feedback from NCDOT. A copy of NCDOT's response has been included within this staff report. The following comments have been made in addition to individual intersection improvements recommended by the TIA. These comments are considered necessary by NCDOT standards.

1. A three-lane section with a two-way left turn lane shall be required on Covered Bridge Road, between the proposed site driveway and Loop Road.
2. A southbound right turn lane with a minimum 150' storage and appropriate tapers shall be required.



Recreation and Open Space

The development includes three pocket parks for the residents, as well as a clubhouse on-site. The residents will also have access to the existing amenities included within Riverwood Athletic Club, such as gym facilities and swimming pools.

Architecture/Design

Architectural elevations for the apartment buildings and clubhouse will be submitted and reviewed at the minor site plan level for the associated phases.

CONSIDERATIONS:

- This plan is subject to final approval by Town Council.
 - This approval is subject to approval of 2017-38-PDD
-

FINDINGS:

The applicant has addressed the Major Subdivision Approval Criteria outlined in UDC Section 155.706. The applicant's Findings of Fact are incorporated into the record as an attachment to the Staff Report.

CONDITIONS:

If approved, staff recommends the following conditions be applied to the approval of the preliminary subdivision/master plan:

1. Following Board approvals, three copies of the final Preliminary Subdivision Plan meeting the requirements of the Conditions of Approval shall be submitted to the Planning Department for final approval. The conditions of approval shall be recorded on the plans before final approval is granted.
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. Individual phases of the development, including the community center, neighborhood parks and amenities, shall be reviewed as minor subdivisions and/or minor site plans.
4. The community center's drop-off area and adjacent 3 parallel spaces are conceptual and shall be reconfigured to minimize traffic conflicts at the main entrance/first intersection as a part of the minor site plan for the community center.
5. The main residential collector street (Street "A") shall be completed as a part of phase 1 and prior to the issuance of the first plat.
6. The design of all street cross-sections are conceptual and shall be approved by the Engineering and Inspections Department prior to installation.
7. Each driveway shall include 2 car spaces and shall have a depth of 20 feet in length, measured from the front of each single-family residential unit and the back of sidewalk.
8. The Class "C" landscape buffer along the project frontage of Covered Bridge Road and the 10 foot greenway from the project entrance to the west property line shall be installed concurrent with the construction of Phase 1 of the development.
9. A ten foot wide greenway from the project entrance to the eastern property line along Covered Bridge Road shall be installed in conjunction with phase 4.
10. Up to 300 feet of landscape buffer shall be relocated to allow for adequate stormwater flow from the spring fed lake to the adjacent property to the west.
11. The final plat and subsequent development of the site shall be consistent with the specifications of the approved Preliminary Subdivision Plan. Modifications shall require additional approvals pursuant to Section 155.706 of the Unified Development Code.
12. Prior to plat recordation, the applicant shall submit an annexation petition for the development.
13. No more than 75 certificates of occupancy shall be issued within the subdivision until the required secondary access has been constructed or bonded for construction.

14. No more than 250 certificates of occupancy shall be issued within the subdivision until the required third access/stub-out has been constructed or bonded for construction.
15. Prior to grading and construction activities, tree protection fencing shall be installed around all resource conservation areas. Once the tree protection fence is installed, it must be inspected by the Planning Department before construction activities begin.

STAFF RECOMMENDATION:

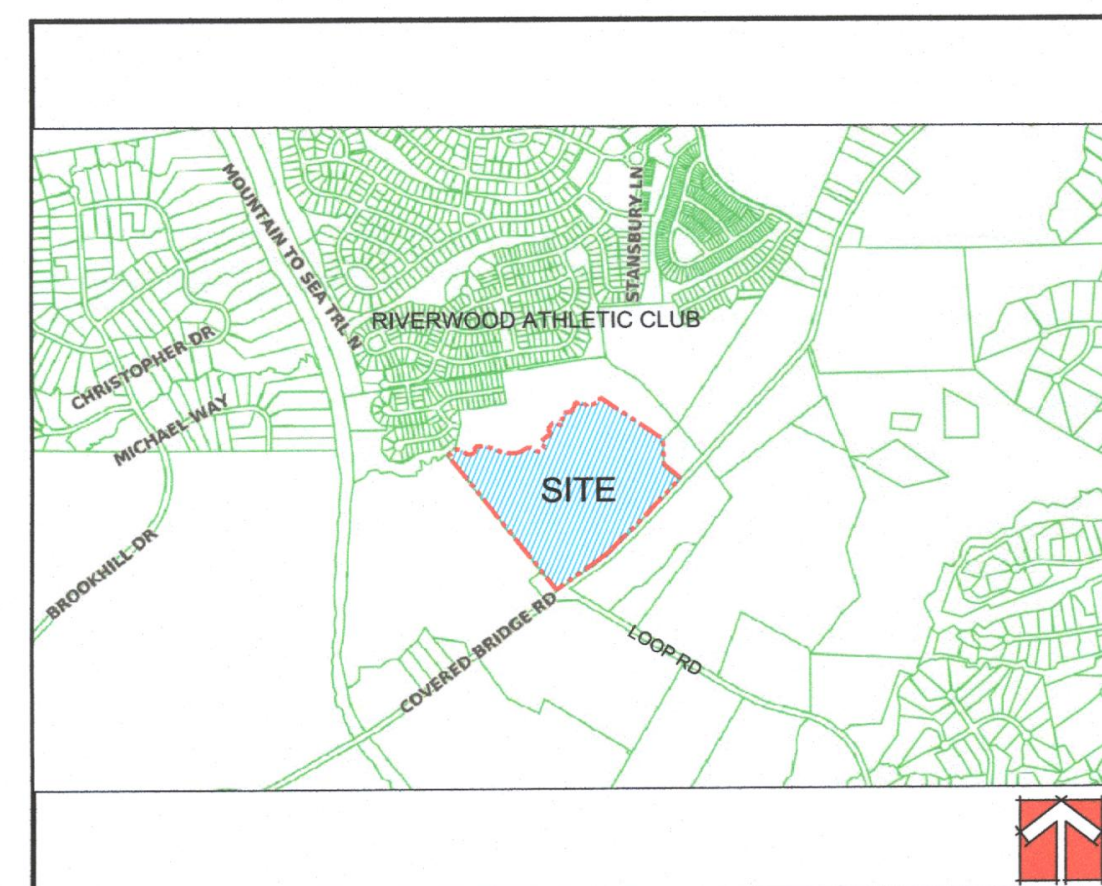
Staff is recommending approval with conditions of the proposed preliminary subdivision plat, acting as a master plan, of the subject parcel.

ATTACHMENTS:

- 1.) Staff Report Maps
- 2.) Application
- 3.) Neighborhood Meeting Materials
- 4.) Site Plan
- 5.) Wastewater Allocation Request
- 6.) Traffic Impact Analysis- Conclusions and Recommendations
- 7.) NCDOT TIA Response
- 8.) Johnny House Letter & Map

PLANNED DEVELOPMENT MASTER PLAN

WALTON FARM AT RIVERWOOD ATHLETIC CLUB IN CLAYTON, NORTH CAROLINA

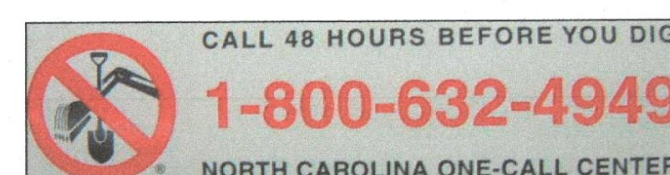


SITE VICINITY MAP
NOT TO SCALE

DEVELOPER/APPLICANT:

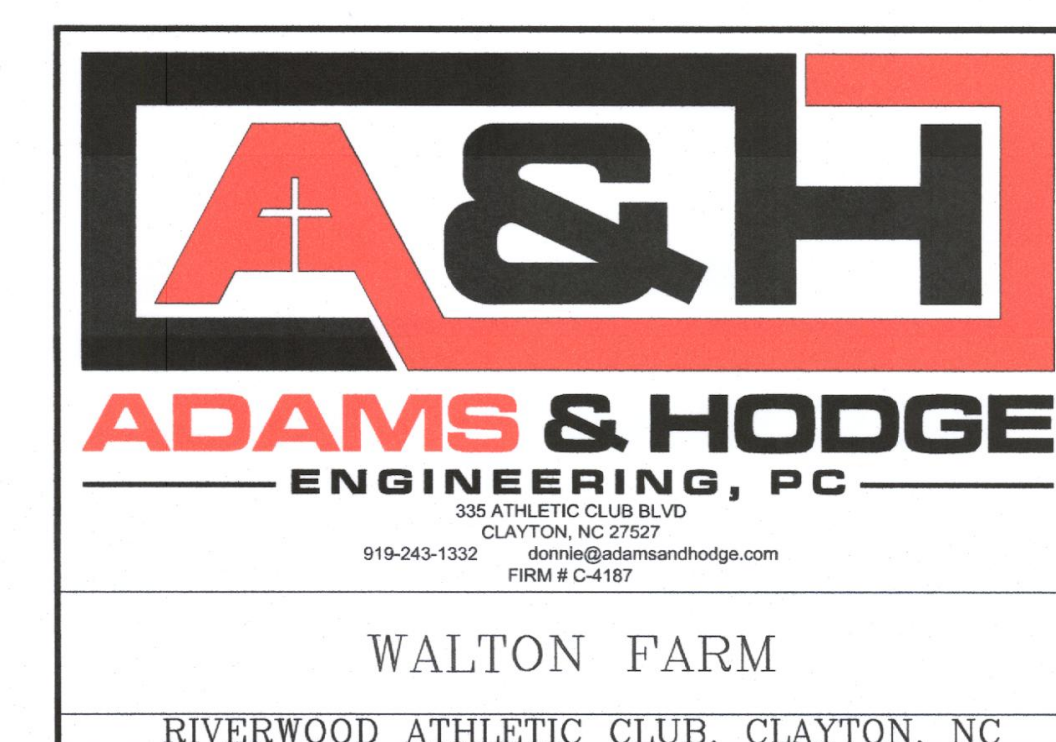
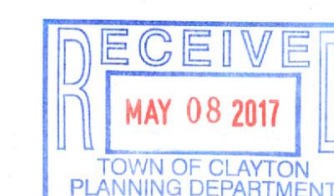
FRED SMITH COMPANY
400 RIVERWOOD DRIVE
CLAYTON, NC 27527

CONTACT/AGENT: DONNIE ADAMS, PE
919 763-7278



SHEET INDEX

<u>SHEET TITLE</u>	<u>SHEET No.</u>
EXISTING CONDITIONS.....	PD01
MASTER PLAN.....	PD02
PEDESTRIAN & VEHICULAR ROUTING.....	PD03
AMENITIES.....	PD04
HOUSING TYPES.....	PD05
PHASING.....	PD06
REGULATORY STANDARDS.....	PD07
PRELIMINARY ENGINEERING DESIGN.....	PD08
AMENDED RIVERWOOD ATHLETIC CLUB MASTER PLAN.....	PD09



MARCH 1, 2017

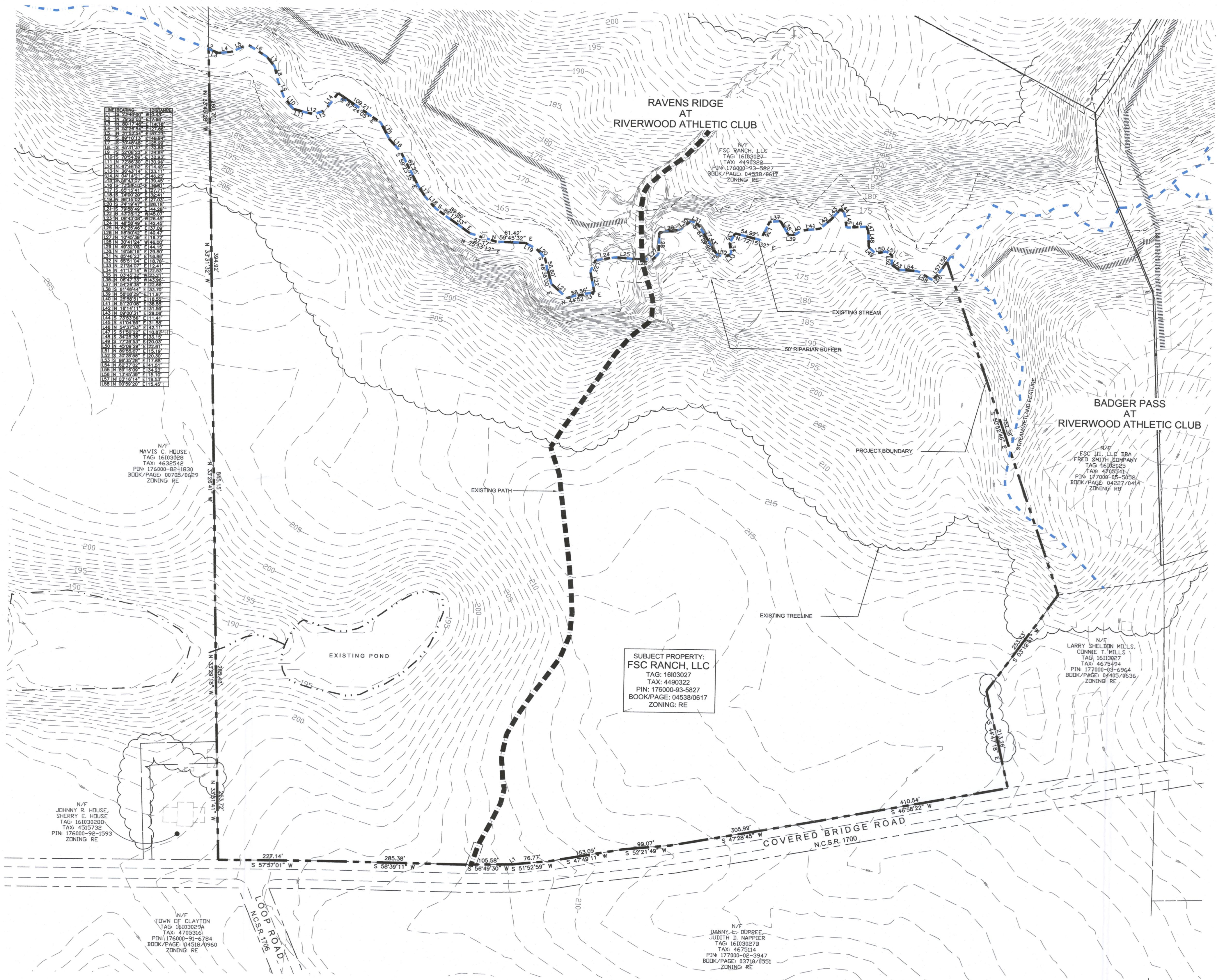
REVISED MARCH 24, 2017 AS PER TRC COMMENTS
REVISED APRIL 12, 2017 AS PER TRC COMMENTS
REVISED MAY 5, 2017 AS PER LAYOUT CHANGE



FOR REVIEW AND
COMMENT ONLY

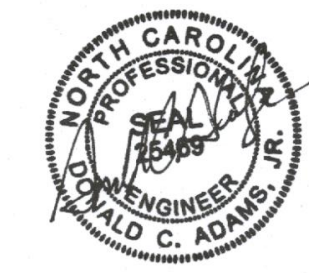
REVISED
10:41 am, May 08, 2017

REFERENCE T.O.C. PROJECT: 2017-38-SD/2017-37-PDD

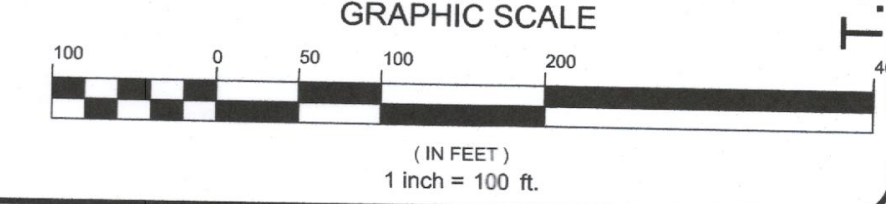
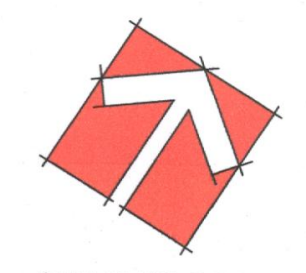


DEVELOPER/APPLICANT:
FRED SMITH COMPANY
400 RIVERWOOD DRIVE
CLAYTON, NC 27527
CONTACT/AGENT: DONNIE ADAMS, PE
919 763-7278

FOR REVIEW AND
COMMENT ONLY



REVISED
10:42 am, May 08, 2017



T.O.C. PROJECT: 2017-38-SD/2017-37-PDD

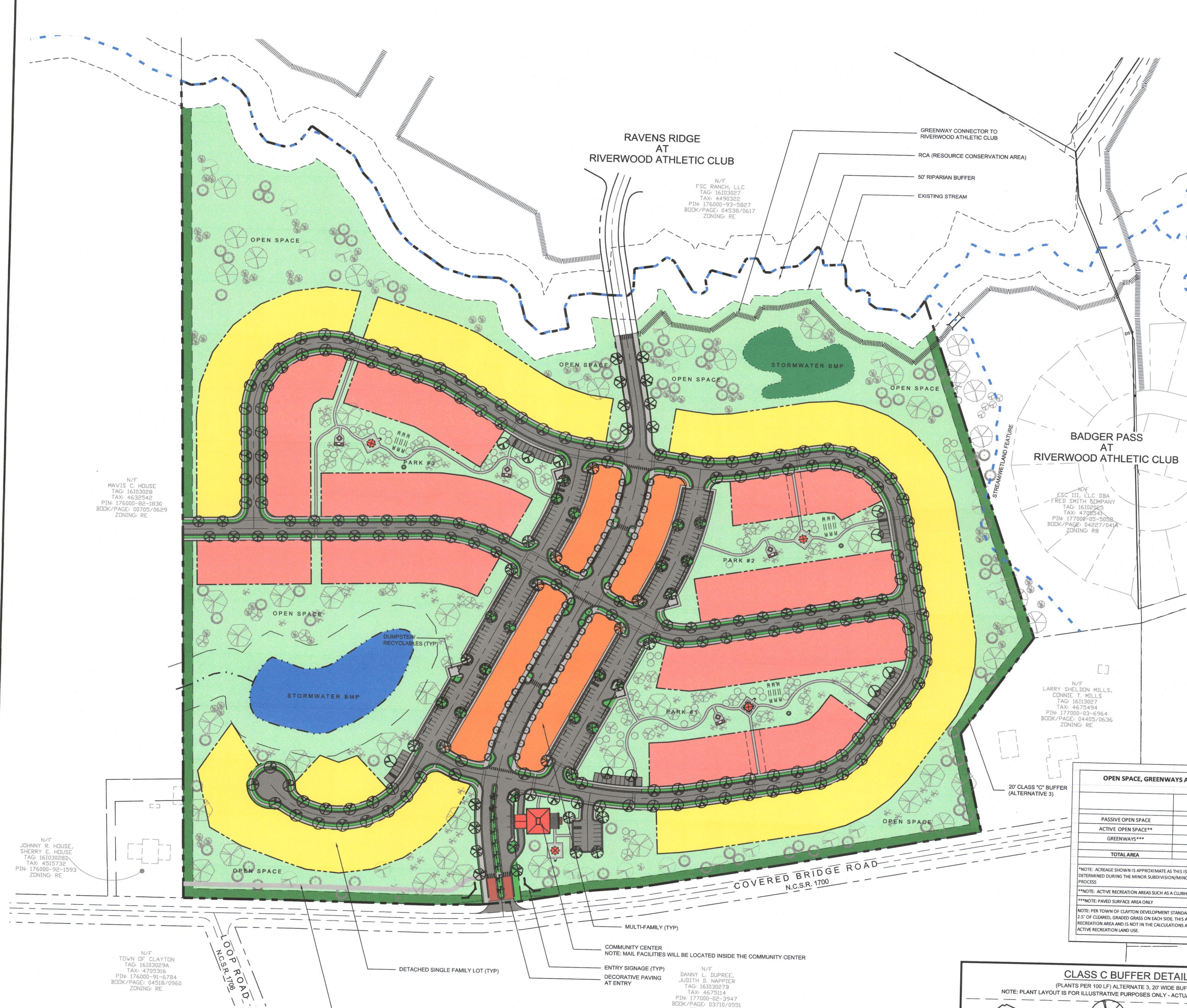
WALTON FARM
AT
RIVERWOOD ATHLETIC CLUB
CLAYTON, NORTH CAROLINA

EXISTING CONDITIONS

DESIGN: DCA/TMH
DRAWN: TMH
CHECKED: DCA
HORIZONTAL SCALE: SEE GRAPHIC SCALE
VERTICAL SCALE: N/A
DATE: 03/01/2017
JOB NO.: AH-
SHEET: PD01

ADAMS & HODGE
ENGINEERING, PC

335 ATHLETIC CLUB BLVD
CLAYTON, NC 27527
dominic@adamsandhodge.com
919-243-1332
FROM F.C. 4187



STREETS NOTE
UPON CONSTRUCTION AND COMPLETION OF THE WARRANTY PERIOD, THE STREETS MAY BE DEDICATED TO N.C.D.O.T. OR THE TOWN OF CLAYTON

DEVELOPER/APPLICANT:
FRED SMITH COMPANY
400 RIVERWOOD DRIVE
CLAYTON, NC 27527
CONTACT/AGENT: DONNIE ADAMS, PE
919 763-7278

SITE DATA:
SITE ADDRESS: 3131 COVERED BRIDGE ROAD
CLAYTON, NC 27520
TOWN LIMIT OR ETJ: CLAYTON ETJ (AND WILL BE ANNEXED)
ACREAGE: ±51.63 ACRES (±2,248,997 SF)
NC PIN NUMBER: 176000-93-5827
OWNERS & ADDRESSES: FSC RANCH, LLC
400 RIVERWOOD DR
CLAYTON, NC 27527
R-E
PD-R
VACANT
310 UNITS/±0.0 UNITS PER ACRE
THIS DENSITY IS BASED ON A MIX OF 120 APARTMENT UNITS AND 190 DETACHED SINGLE FAMILY LOTS.
1,236,948 SF/ 55%
NO
NO
DUKE ENERGY PROGRESS
TOWN OF CLAYTON
TOWN OF CLAYTON
SINGLE FAMILY DETACHED DWELLINGS AND MULTI-FAMILY APARTMENTS. THE SPECIFIC LOCATION, MIX AND NUMBER OF EACH TYPE MAY CHANGE AS THE MARKET DEMANDS PROVIDING THE OVERALL PROPOSED DENSITY IS NOT EXCEEDED. ANY CHANGES TO LOCATION, MIX, AND NUMBER MUST BE APPROVED BY TOWN OF CLAYTON PLANNING

CURRENT ZONING: PD-R
PROPOSED ZONING: PD-R
EXISTING USE: VACANT
PROPOSED DENSITY: 310 UNITS/±0.0 UNITS PER ACRE

MAXIMUM IMPERVIOUS AREA: WATERSHED PROTECTION OVERLAY: 100 YR FLOOD PLAIN:
ELECTRIC PROVIDER: TOWN OF CLAYTON
WATER PROVIDER: TOWN OF CLAYTON
SEWER PROVIDER: TOWN OF CLAYTON
PROPOSED USE: SINGLE FAMILY DETACHED DWELLINGS AND MULTI-FAMILY APARTMENTS. THE SPECIFIC LOCATION, MIX AND NUMBER OF EACH TYPE MAY CHANGE AS THE MARKET DEMANDS PROVIDING THE OVERALL PROPOSED DENSITY IS NOT EXCEEDED. ANY CHANGES TO LOCATION, MIX, AND NUMBER MUST BE APPROVED BY TOWN OF CLAYTON PLANNING

- LEGEND:**
- SINGLE FAMILY DETACHED-TYPE 1*
 - SINGLE FAMILY DETACHED-TYPE 2*
 - MULTI-FAMILY (120 UNITS)
 - OPEN SPACE (ACTIVE/PASSIVE)
 - CLASS "C" BUFFER (ALTERNATIVE 3)
 - STORMWATER BMP
 - STREETS
 - SIDEWALKS
 - RCA (RESOURCE CONSERVATION AREA)
 - GREENWAY CONNECTOR
 - BUFFERED STREAM
- * SINGLE FAMILY DETACHED TYPES 1 & 2 TOTAL 190 LOTS

RESIDENTIAL UNIT DATA

TYPE OF UNIT	NUMBER OF UNITS
SINGLE FAMILY LOTS (DETACHED)	190
1 BEDROOM MULTI-FAMILY UNITS	80
2 BEDROOM MULTI-FAMILY UNITS	40
TOTAL NUMBER OF UNITS	310
DENSITY (DU/AC)	6

IMPERVIOUS AREA CALCULATIONS*

	TOTAL AREA (SQUARE FEET)	% OF TOTAL SITE	IMPERVIOUS AREA (SQUARE FEET)	% IMPERVIOUS AREA
RESIDENTIAL LOTS	622,639	27.69%	466,979	75.00%
RIGHT-OF-WAY**	402,600	17.90%	263,338	65.41%
RESOURCE CONSERVATION AREAS***	107,593	4.78%	0	0.00%
TOTAL OPEN SPACE****	1,031,065	45.85%	23,763	2.30%
LANDSCAPING BUFFERS	86,561	3.85%	400	0.46%
TOTAL AREA	2,250,458	100.00%	754,480	33.53%

NOTE: AREAS AND CALCULATIONS SHOWN ARE APPROXIMATE AS THIS IS A MASTER PLAN. ACTUAL AREAS WILL BE DETERMINED DURING THE MINOR SUBDIVISION/MINOR SITE PLAN APPLICATION SUBMITTAL PROCESS.

NOTE: RIGHTS-OF-WAY INCLUDES STREETS AND SIDEWALKS.

NOTE: RESOURCE CONSERVATION AREAS INCLUDE RIPARIAN BUFFER AREAS, OPEN WATER BODIES AND 100 YEAR FLOOD PLAIN.

NOTE: OPEN SPACE INCLUDES CLUBHOUSE, AMENITIES, GREENWAYS, INTERNAL SIDEWALKS, FEATURES IN PARKS, ACTIVE AND PASSIVE SPACES, ETC.

REVISED
10:43 am, May 08, 2017

OPEN SPACE, GREENWAYS AND OTHER RECREATION

	ACRES*	% OF TOTAL SITE
PASSIVE OPEN SPACE	19.09	36.92
ACTIVE OPEN SPACE**	3.72	7.2
GREENWAYS***	0.80	1.7
TOTAL AREA	23.61	45.82

NOTE: ACREAGE SHOWN IS APPROXIMATE AS THIS IS A MASTER PLAN. ACTUAL ACREAGE WILL BE DETERMINED DURING THE MINOR SUBDIVISION/MINOR SITE PLAN APPLICATION SUBMITTAL PROCESS.

NOTE: ACTIVE RECREATION AREAS SUCH AS A CLUBHOUSE, DEVELOPED PARK, ETC.

NOTE: PAVED SURFACE AREA ONLY.

NOTE: PER TOWN OF CLAYTON DEVELOPMENT STANDARDS, GREENWAYS MUST HAVE A MINIMUM OF 2.5' OF CLEARED, GRADED GRASS ON EACH SIDE. THIS AREA DOES NOT COUNT TOWARD ACTIVE RECREATION AREA AND IS NOT IN THE CALCULATIONS ABOVE. IN ACTUALITY, GREENWAYS ARE AN ACTIVE RECREATION LAND USE.

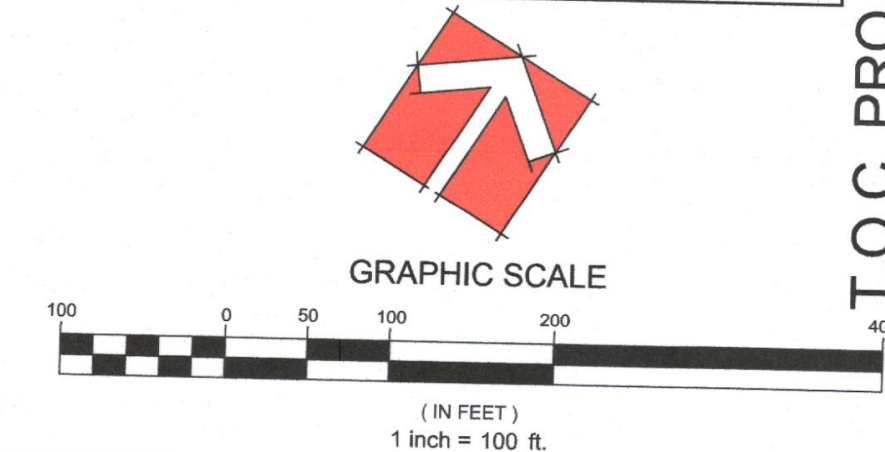
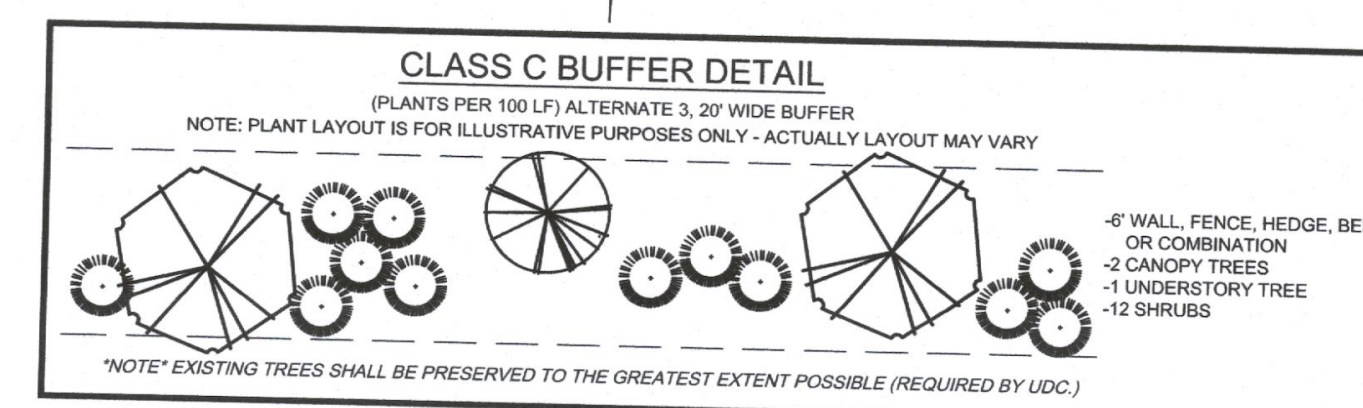
PARKING CALCULATIONS*

	NUMBER OF UNITS	TOTAL AREA (SQUARE FEET)	PARKING SPACE REQUIREMENTS	REQUIRED NUMBER OF SPACES*	PROPOSED NUMBER OF SPACES
COMMUNITY CENTER		1,800	1 SPACE/300 SQ. FT.	6	16
1 BEDROOM APARTMENT UNITS	80		1 SPACE/1 BEDROOM	80	80
2 BEDROOM APARTMENT UNITS	40		2 SPACES/2 BEDROOM UNIT	80	80
GUEST PARKING FOR APARTMENTS			1 SPACE/4 UNITS	30	30
OVERFLOW PARKING**				0	93
TOTALS	120			196	299

NOTE: PARKING CALCULATIONS ARE BASED ON SECTION 155.401, TABLE 4.2 OF THE TOWN OF CLAYTON UNIFIED DEVELOPMENT CODE.

NOTE: OVERFLOW PARKING COUNT IS BASED ON THE CURRENT MASTER PLAN LAYOUT AND IS SUBJECT TO CHANGE DURING THE SITE PLAN/REVISION PLAN APPLICATION PROCESS.

NOTE: THE ADA REQUIRES THAT OUT OF 200-300 PARKING SPACES 7 MUST BE ACCESSIBLE AND THAT 2 OF THE 7 SPACES MUST BE VAN ACCESSIBLE. THE CURRENT MASTER PLAN PARKING LAYOUT INCLUDES 10 ACCESSIBLE SPACES, 2 OF WHICH WILL BE VAN ACCESSIBLE.



ADAMS & HODGE ENGINEERING, PC

WALTON FARM
RIVERWOOD ATHLETIC CLUB
CLAYTON, NORTH CAROLINA

MASTER PD PLAN

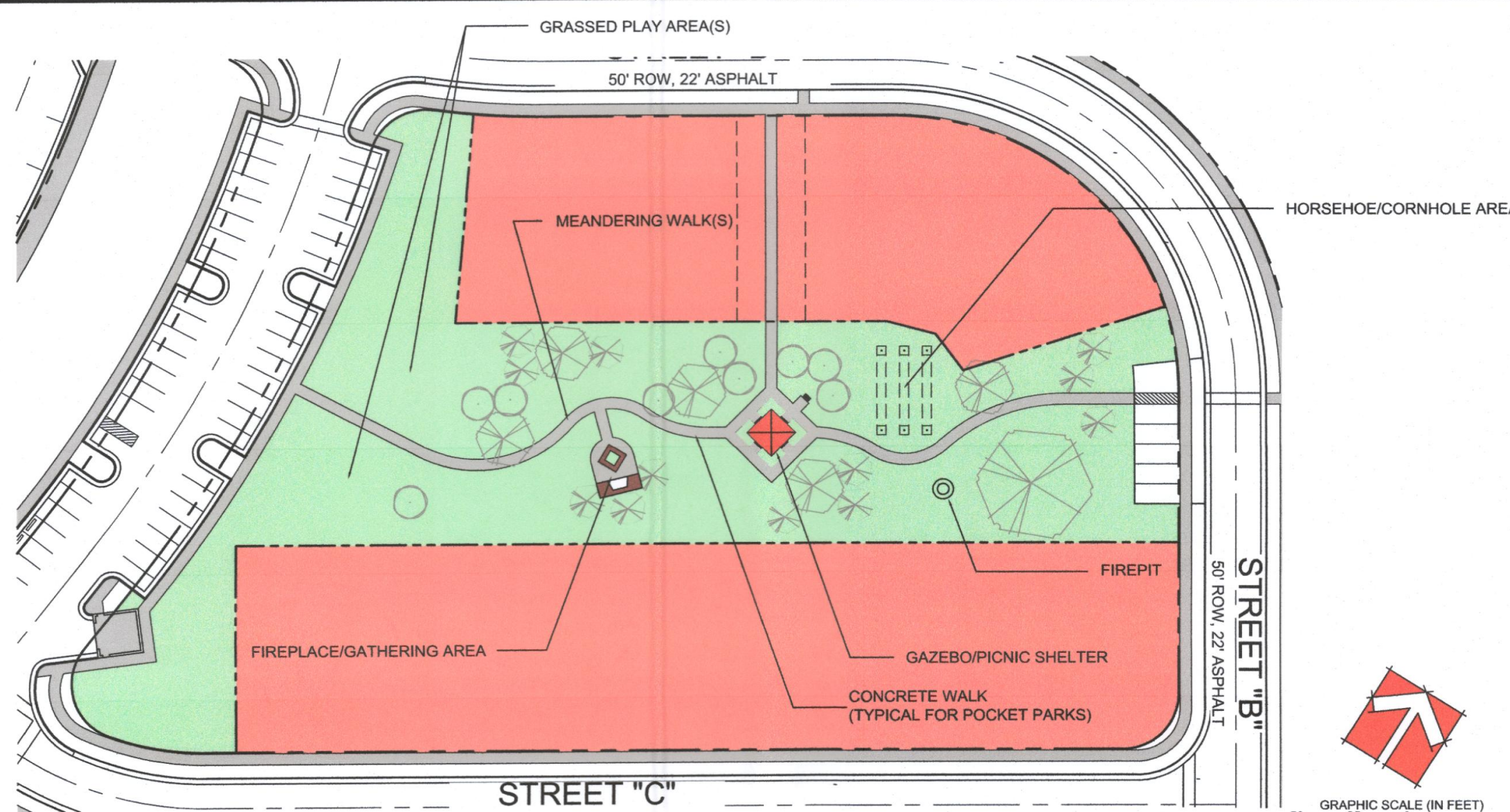
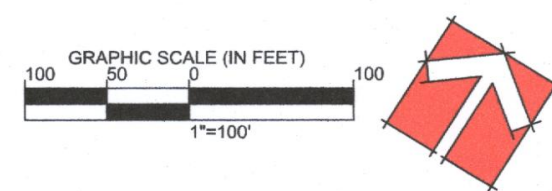
T.O.C. PROJECT: 2017-38-SD/2017-37-PDD

DESIGN: DCA/TMH
DRAWN: TMH
CHECKED: DCA
SCALE: HORIZONTAL SCALE: SEE DRAWING SCALE
VERTICAL SCALE: N/A
DATE: 03/01/2017
JOB NO.: AH-
SHEET: PD02

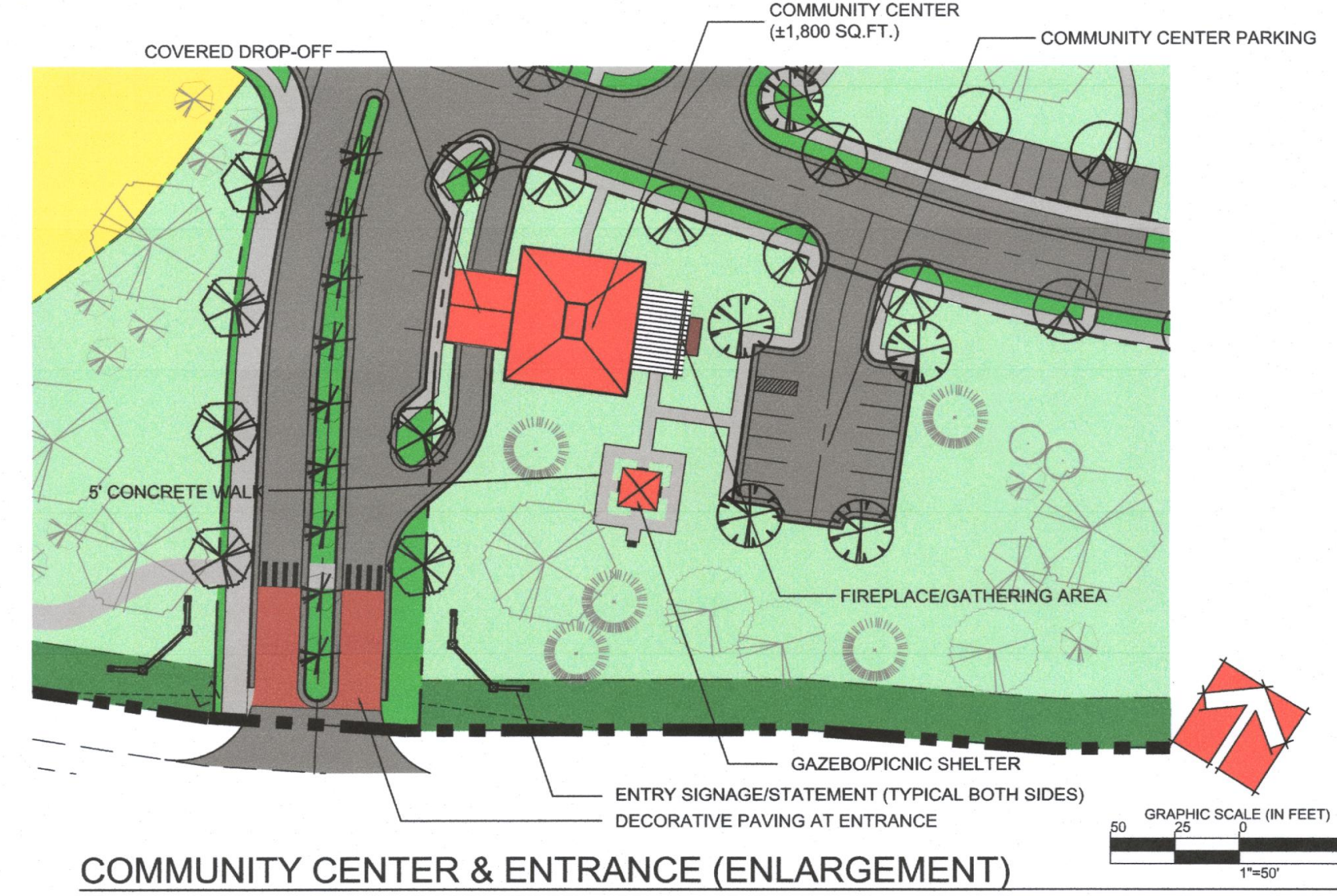
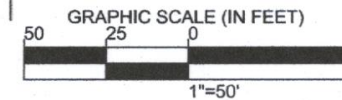


COMMUNITY POCKET PARKS

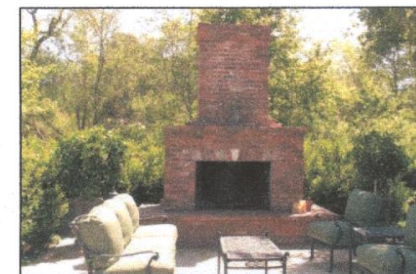
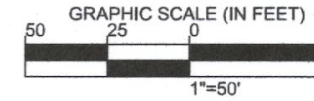
- COMPONENTS OF THE POCKET PARKS MAY INCLUDE THE FOLLOWING:
- MEANDERING PRIVATE CONCRETE WALKS
 - SUPPLEMENTAL LANDSCAPING
 - GRILL AREA
 - HORSESHOE/CORNHOLE AREA
 - FIREPLACES/FIREPITS
 - GAZEBOS/PICNIC AREAS
 - PLAY LAWNS



TYPICAL POCKET PARK (ENLARGEMENT)



COMMUNITY CENTER & ENTRANCE (ENLARGEMENT)



OUTDOOR FIREPLACE & FIREPIT

1. MAY BE MASONRY OR PRECAST.
2. FIELD LOCATED TO ACHIEVE MOST DESIRABLE IMPACT IN THE LANDSCAPE.
3. PERIMETER LANDSCAPE MAY BE ADDED AS NEEDED.

FIREPLACES AND FIREPITS SHOWN ARE FOR ILLUSTRATIVE PURPOSES ONLY. ACTUAL CONSTRUCTED FIREPLACES MAY VARY IN DESIGN AND MATERIALS.
NOTE NEIGHBORHOOD PARKS AND AMENITIES SHALL BE REVIEWED AS MINOR SITE PLANS.

ADDITIONAL AMENITIES

RIVERWOOD ATHLETIC CLUB

OUTDOOR POOLS
INDOOR POOL
WORKOUT FACILITY
WALKING TRAILS

LIONSGATE ATHLETIC CLUB

OUTDOOR POOL
WORKOUT FACILITY

TRALEE ATHLETIC CLUB

OUTDOOR POOL
WORKOUT FACILITY

RIVERWOOD GOLF CLUB

27 HOLE GOLF COURSE & DRIVING RANGE

EAGLE RIDGE GOLF CLUB

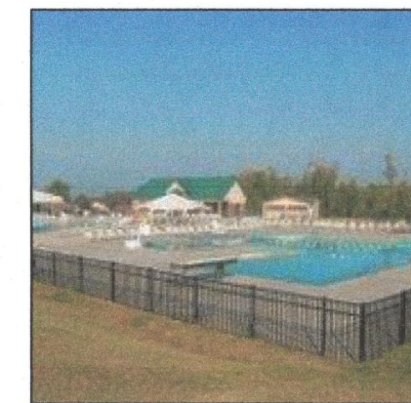
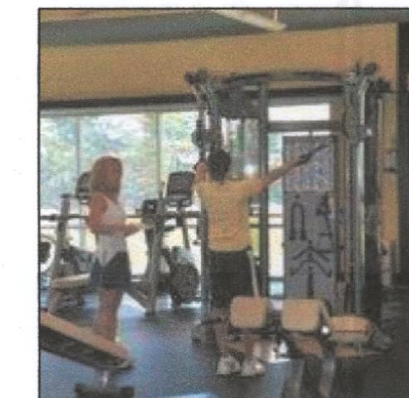
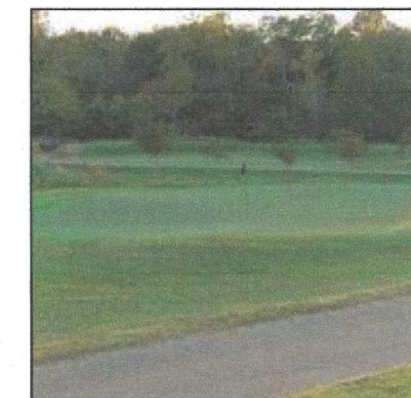
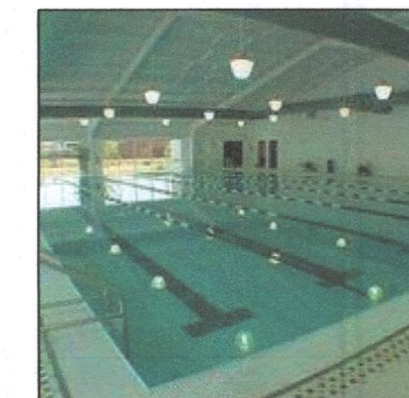
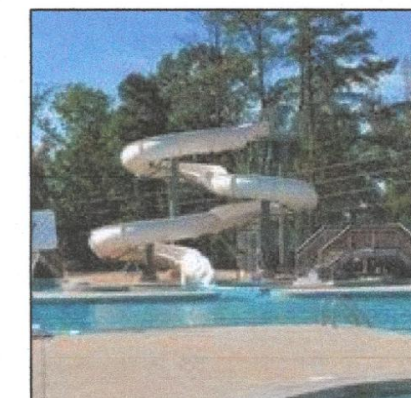
18 HOLE GOLF COURSE & DRIVING RANGE

OLD LIBERTY GOLF CLUB

18 HOLE GOLF COURSE & DRIVING RANGE

HEDDINGHAM GOLF CLUB

18 HOLE GOLF COURSE & DRIVING RANGE



DEVELOPER/APPLICANT:
FRED SMITH COMPANY
400 RIVERWOOD DRIVE
CLAYTON, NC 27527
CONTACT/AGENT: DONNIE ADAMS, PE
919 763-7278



GAZEBO

1. APPROXIMATELY 16'X16' PAINTED WOOD OR VINYL CONSTRUCTION.
2. CONCRETE FLOOR WITH WALKWAY.
3. PERIMETER LANDSCAPE MAY BE ADDED AS NEEDED.

NOTE POCKET PARKS AND AMENITIES SHALL BE REVIEWED AS MINOR SITE PLANS.

LEGEND:	
	OPEN SPACE (ACTIVE/PASSIVE)
	CLASS "C" BUFFER (ALTERNATIVE 3)
	STORMWATER BMP
	RCA (RESOURCE CONSERVATION AREA)
	GREENWAY CONNECTOR
	BUFFERED STREAM

OPEN SPACE INFORMATION

OVERALL OPEN SPACE

REQUIRED = 12.5% OF TRACT (51.63 ACS) = 6.45 AC
PROVIDED = 14.69 AC (DOES NOT INCLUDE RCA/BUFFERS)

IMPROVED/ACTIVE OPEN SPACE

REQUIRED = 25% OF REQ'D OPEN SPACE = 1.61 AC
PROVIDED = 3.72 AC

ACTIVE OPEN SPACE COMPONENTS

COMPRISED OF COMMUNITY POCKET PARKS 1, 2 & 3
AND MAY INCLUDE THE FOLLOWING:

- GAZEBOS
- PICNIC AREAS
- OPEN PLAY SPACES
- FIRE PITS
- FIRE PLACES
- GREENWAY TRAILS

RESOURCE CONSERVATION AREA (RCA)

WALTON FARM RCA = 2.47 ACRES

RESOURCE CONSERVATION AREAS

1. RESOURCE CONSERVATION AREAS AS DEFINED BY SECTION 155.500 OF THE UNIFIED DEVELOPMENT ORDINANCE (UDO) SHALL BE IDENTIFIED ON PLATS AS BEING PERMANENTLY SET ASIDE. THESE AREAS SHALL INCLUDE JURISDICTIONAL WETLANDS, 100 YEAR FLOOD PLAINS AND STREAM BUFFERS (AS DEFINED IN SECTION 155.502(A)(1) OF THE UDO).
2. RESOURCE CONSERVATION AREAS SHALL BE PROTECTED IN PERPETUITY BY A BINDING LEGAL INSTRUMENT THAT IS RECORDED WITH THE DEED. THE INSTRUMENT FOR PERMANENT PROTECTION SHALL INCLUDE CLEAR RESTRICTIONS ON THE USE OF THE OF RESOURCE CONSERVATION AREA AS DESCRIBED IN SECTION 155.500(F) OF THE UDO.

FOR REVIEW AND COMMENT ONLY



REVISED
10:46 am, May 08, 2017

T.O.C. PROJECT: 2017-38-SD/2017-37-PDD

WALTON FARM
AT
RIVERWOOD ATHLETIC CLUB
CLAYTON, NORTH CAROLINA

AMENITIES

DESIGN: DCA/TMH
DRAWN: TMH
CHECKED: DCA
HORIZONTAL SCALE: SEE GRAPHIC SCALE
VERTICAL SCALE: N/A
DATE: 03/01/2017
JOB NO.: AH-
SHEET: PD04

PD04

335 ATHLETIC CLUB BLVD
CLAYTON, NC 27527
donnie.adams@fsc.com
919-243-1332
FIRM # C-4187

ADAMS & HODGE
ENGINEERING, PC



WALTON FARM
AT
RIVERWOOD ATHLETIC CLUB
CLAYTON, NORTH CAROLINA

AMENITIES

DESIGN: DCA/TMH
DRAWN: TMH
CHECKED: DCA
HORIZONTAL SCALE: SEE GRAPHIC SCALE
VERTICAL SCALE: N/A
DATE: 03/01/2017
JOB NO.: AH-
SHEET: PD04

PD04

335 ATHLETIC CLUB BLVD
CLAYTON, NC 27527
donnie.adams@fsc.com
919-243-1332
FIRM # C-4187

ADAMS & HODGE
ENGINEERING, PC



WALTON FARM
AT
RIVERWOOD ATHLETIC CLUB
CLAYTON, NORTH CAROLINA

AMENITIES

DESIGN: DCA/TMH
DRAWN: TMH
CHECKED: DCA
HORIZONTAL SCALE: SEE GRAPHIC SCALE
VERTICAL SCALE: N/A
DATE: 03/01/2017
JOB NO.: AH-
SHEET: PD04

PD04

335 ATHLETIC CLUB BLVD
CLAYTON, NC 27527
donnie.adams@fsc.com
919-243-1332
FIRM # C-4187



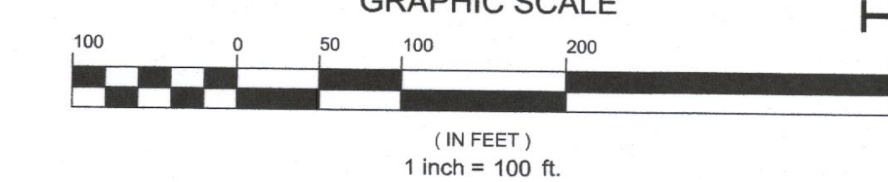
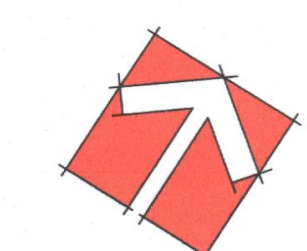
DEVELOPER/APPLICANT:
FRED SMITH COMPANY
400 RIVERWOOD DRIVE
CLAYTON, NC 27527
CONTACT AGENT: DONNIE ADAMS, PE
919.753.7278

NOTE
A MINOR SUBDIVISION APPLICATION WILL BE
REQUIRED FOR EACH PHASE.
A MINOR SITE PLAN APPLICATION WILL BE
REQUIRED FOR EACH DEVELOPED OPEN
SPACE AREA AND THE COMMUNITY CENTER

FOR REVIEW AND
COMMENT ONLY



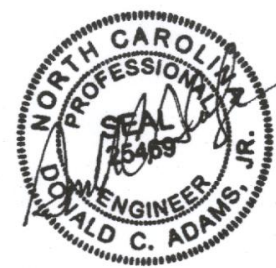
REVISED
10:47 am, May 08, 2017



T.O.C. PROJECT: 2017-38-SD/2017-37-PDD

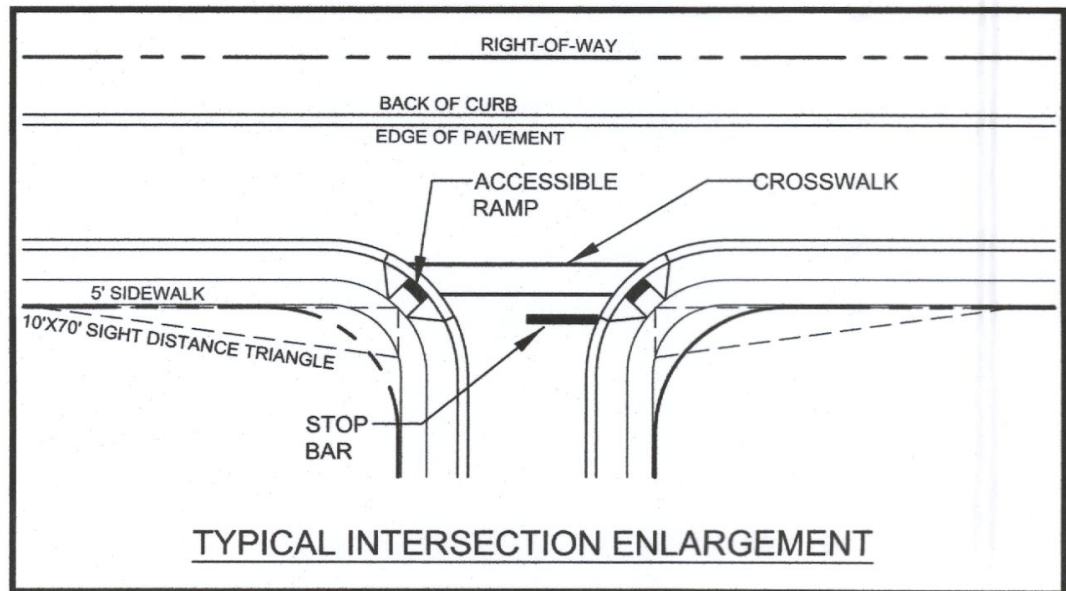
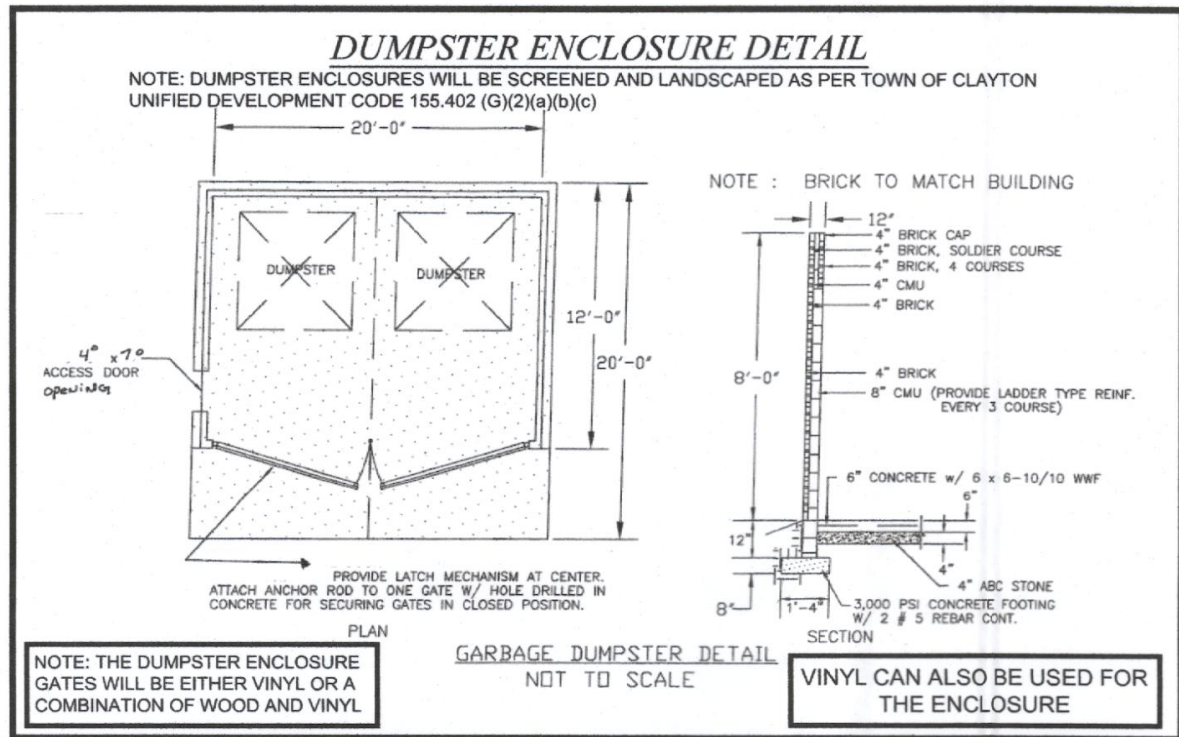
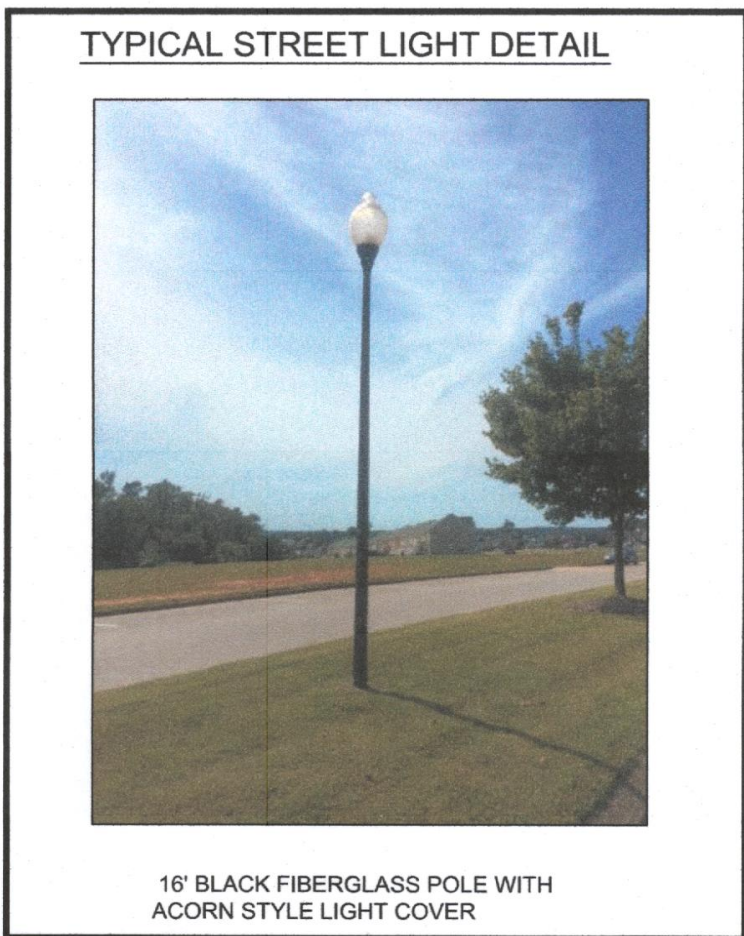
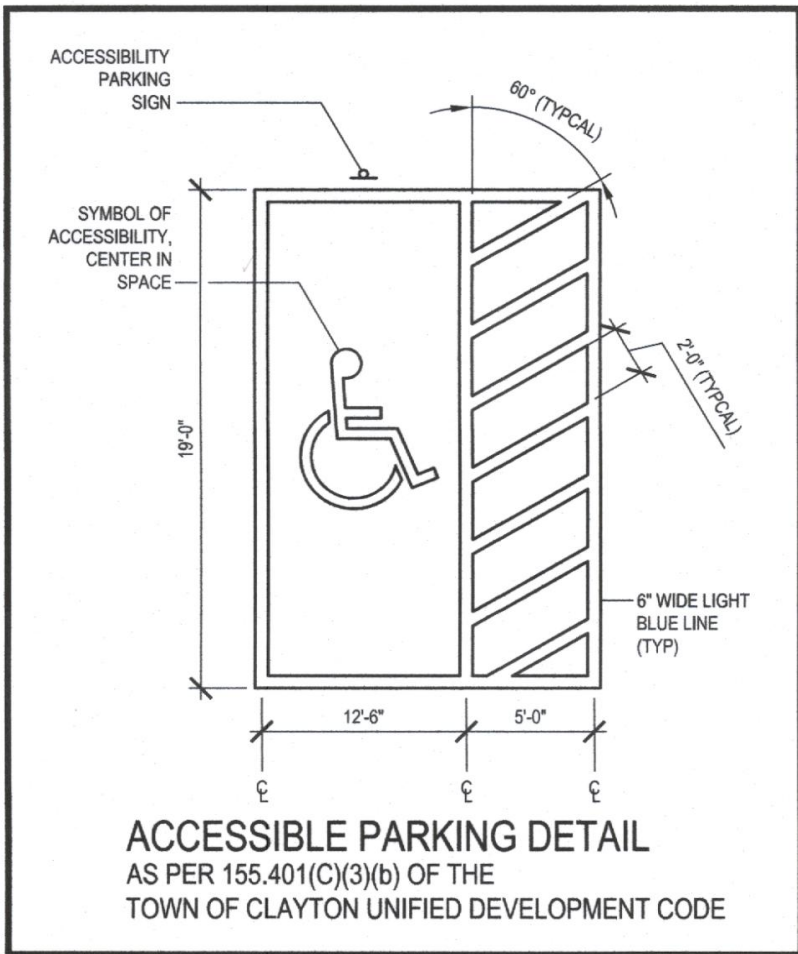
333 ATHLETIC CLUB BLVD CLAYTON, NC 27527 919.753.7278 donnie@adamsandhodge.com FIRM # C-187	
ADAMS & HODGE ENGINEERING, PC	
WALTON FARM AT RIVERWOOD ATHLETIC CLUB CLAYTON, NORTH CAROLINA	
PHASE MAP	
DESIGN DCA/TMH	DATE 03/01/2017
DRAWN TMH	
CHECKED DCA	
HORIZONTAL SCALE SEE GRAPHIC SCALE	
VERTICAL SCALE N/A	
JOB NO. AH--	
SHEET PD06	

FOR REVIEW AND
COMMENT ONLY



DEVELOPER/APPLICANT:
FRED SMITH COMPANY
400 RIVERWOOD DRIVE
CLAYTON, NC 27527
CONTACT/AGENT: DONNIE ADAMS, PE
919 763-7278

REVISED
10:48 am, May 08, 2017



T.O.C. PROJECT: 2017-38-SD/2017-37-PDD

335 ATHLETIC CLUB BLVD CLAYTON, NC 27527 donnied@fsc.com 919-243-1332 FIRM # C4187	ADAMS & HODGE ENGINEERING, PC	WALTON FARM AT RIVERWOOD ATHLETIC CLUB CLAYTON, NORTH CAROLINA	REGULATORY STANDARDS	DESIGN: DCA/TMH DRAWN: TMH CHECKED: DCA HORIZONTAL SCALE: SEE GRAPHIC SCALE VERTICAL SCALE: N/A DATE: 03/01/2017 JOB NO.: AH- SHEET: PD07
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DEVELOPER/APPLICANT:
 FRED SMITH COMPANY
 400 RIVERWOOD DRIVE
 CLAYTON, NC 27527
 CONTACT/AGENT: DONNIE ADAMS, PE
 919 763-7278

LEGEND:
 SS SANITARY SEWER
 WL PUBLIC WATER

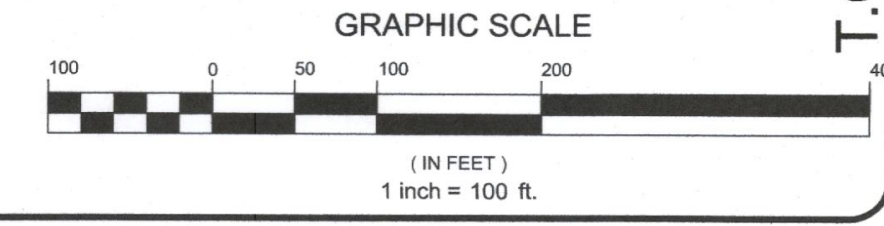
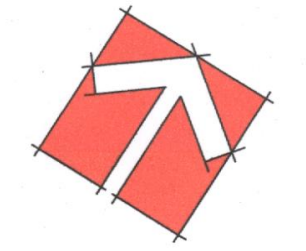
NOTE:
 A COMPLETE SET OF CONSTRUCTION DRAWINGS FOR WATER, SEWER, EROSION CONTROL, GRADING AND STREET EXTENSION TO BE SUBMITTED TO AND APPROVED BY TOWN'S ENGINEERING DEPARTMENT PRIOR TO CONSTRUCTION.

NOTE:
 ALL VEGETATION THAT IS TO REMAIN WILL BE DELINEATED AND PRIOR TO GRADING WILL BE SEPARATED FROM CONSTRUCTION AREAS WITH ORANGE FENCING AND WILL BE SIGNED AS "TREE PROTECTION AREA"

FOR REVIEW AND COMMENT ONLY



REVISED
 10:49 am, May 08, 2017



T.O.C. PROJECT: 2017-38-SD/2017-37-PDD

ADAMS & HODGE ENGINEERING, PC 335 ATHLETIC CLUB BLVD CLAYTON, NC 27527 donnie.adams@ah-engineering.com 919-243-1335 FIRM # C-4187	WALTON FARM AT RIVERWOOD ATHLETIC CLUB CLAYTON, NORTH CAROLINA	DESIGN: OCA/TMH DRAWN: TMH CHECKED: PCA HORIZONTAL SCALE: SEE GRAPHIC SCALE VERTICAL SCALE: N/A DATE: 03/01/2017 JOB NO.: AH- SHEET: PD08
	PRELIMINARY ENGINEERING DESIGN	

- NEW WALTON ACRES PD-MU AREA
- REVISED PHASES
- CURRENTLY DEVELOPED PHASES
- CURRENTLY UNDEVELOPED PHASES
- OPEN SPACE
- LAKE, STREAMS AND RIVERS
- RESOURCE CONSERVATION AREAS
- ASPHALT WALKING TRAIL



PHASE 8C-2
****APPROVED UNDER CURRENT UDO****

SITE DATA:
OWNER: FSC IV, LLC
ACREAGE: Total Tract Area: 8.2 Acres
RCA within Proposed Development Area = 4.82 Acs
Additional OPEN SPACE to TOC = 2.51 Acs
MAXIMUM DENSITY ALLOWED: 6.3 UNITS/AC
PROPOSED DENSITY: 1.71 UNITS/AC
PROPOSED LOT TOTAL: 14 LOTS
PROPOSED AVERAGE LOT SIZE: 6,500 SF
PROPOSED MINIMUM LOT SIZE: 6,000 SF
PARCEL IDENTIFICATION NUMBER: 176000-73-7987

R-8 OPEN SPACE SUBDIVISION SETBACKS:
FRONT = 20'
SIDE INTERIOR = 6'
SIDE STREET = 10'
REAR = 15'

PHASE	ZONING	# OF LOTS
8C-2	R-8	14
SUB-TOTAL		14

GRAND TOTAL NUMBER OF LOTS AND UNITS IN RIVERWOOD ATHLETIC CLUB: 1,382

NOTE: PROPOSED ZONING IS R-8 OPEN SPACE SUBDIVISION

WALTON FARM

SITE DATA:
SITE ADDRESS: 3131 COVERED BRIDGE ROAD
CLAYTON, NC 27520
TOWN LIMIT OR E.T.I.: CLAYTON E.T.I. (AND WILL BE ANNEXED)
ACREAGE: 51.63 ACRES (±2,248,987 SF)
NO PIN NUMBER
OWNERS & ADDRESSES: FSC RANCH, LLC
400 RIVERWOOD DR
CLAYTON, NC 27527

CURRENT ZONING: PD-R
PROPOSED ZONING: VACANT
EXISTING USE: 310 UNITS/8.0 UNITS PER ACRE
PROPOSED DENSITY: THIS DENSITY IS BASED ON A MIX OF 120 APARTMENT UNITS AND 190 DETACHED SINGLE FAMILY LOTS.
1,236,848 SF/525%

MAXIMUM IMPERVIOUS AREA: SINGLE FAMILY DETACHED DWELLINGS AND MULTI-FAMILY APARTMENTS.

PROPOSED USE: SINGLE FAMILY DETACHED DWELLINGS AND MULTI-FAMILY APARTMENTS.

MINIMUM BUILDING SETBACKS:
FRONT = 20'
SIDE = 10'
SIDE INTERIOR = 6'
SIDE STREET = 10'
REAR = 15'

NOTE:
1. MAXIMUM BUILDING HEIGHT = 30'
2. MAXIMUM IMPERVIOUS AREA PER LOT = 75%
3. MAXIMUM LOT COVERAGE = 50%
4. MINIMUM LOT SIZE = 2,500 SF

OVERALL OPEN SPACE:
REQUIRED = 12.5% OF TRACT (51.63 ACS) = 6.45 AC
PROVIDED = 14.89 AC (DOES NOT INCLUDE RCABUFFERS)

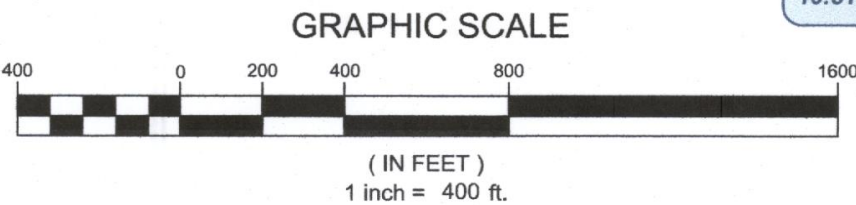
IMPROVED/ACTIVE OPEN SPACE:
REQUIRED = 25% OF RECD OPEN SPACE = 1.61 AC
PROVIDED = 3.72 AC

RESOURCE CONSERVATION AREA (RCA)
WALTON FARM RCA = 2.41 ACRES

PROJECT	TOTAL AREA	OPEN SPACE REQUIRED	TOTAL OPEN SPACE PROVIDED
RIVERWOOD ATHLETIC CLUB (CURRENT)	595.92 ACS	74.50 ACS	128.18 ACS
RIVERWOOD RANCH	266.94 ACS	33.37 ACS	55.46 ACS
RIVERWOOD ATHLETIC CLUB (ADDITION)	51.63 ACS	6.45 ACS	14.69 ACS
SUMMARY	914.49 ACS	114.31 ACS	198.33 ACS

****NOTE**** THE 12.5% OPEN SPACE REQUIREMENT HAS BEEN COMPLETELY FULLFILLED UNDER CURRENT RIVERWOOD ON THE NEUSE MASTER PLAN APPROVAL. ALL OPEN SPACE SHOWN ON THIS PLAN IS IN EXCESS OF THE TOWN'S STANDARDS.

TREE PROTECTION AREA:
THE EXISTING TREES WITHIN 30' OF THE EXISTING WALKING TRAIL (ON THE PHASE 8B & 8E SIDE) FROM THE REAR OF LOT 2267 THROUGH LOT 2144 WILL BE PROTECTED DURING DEVELOPMENT AND HOME CONSTRUCTION. IN THE EVENT LAND DISTURBING ACTIVITY MUST TAKE PLACE IN THIS AREA, THE DEVELOPER AGREES TO REPLACE ANY TREE 4" IN DIAMETER OR GREATER. THE REPLACEMENT TREE WILL BE A MINIMUM 2.5" CALIPER MEASURED 12" ABOVE THE GROUND.



ORIGINAL RIVERWOOD ATHLETIC CLUB PROPERTY
**** APPROVED PRIOR TO UDO ****

SITE DATA:
OWNER: RIVERWOOD ON THE NEUSE, LLC.
ACREAGE: Total Tract Area: 537 Acres
Residential Area: 434 Acres
MAXIMUM DENSITY ALLOWED: 4.7 UNITS/AC
PROPOSED DENSITY: 2.8 UNITS/AC
PROPOSED AVERAGE LOT SIZE: 8,000 SF
PROPOSED MINIMUM LOT SIZE: 3,000 SF
PARCEL IDENTIFICATION NUMBERS: 1760-76-6790, 1760-98-1564, 1760-85-2108, 1770-15-1974, 1770-04-4978, 1770-52-3060, 1760-98-0859

MIN. BUILDING SETBACKS:
FRONT R-10 = 18', R-6 = 10'
SIDE R-10 = 6', R-6 = 4'
REAR R-10 = 15', R-6 = 12'
CORNER YARD R-10 = 12', R-6 = 10'

PHASE	ZONING	LOTS/UNITS
2B3	R-10	28
6A3	R-10	22
6A4	R-10	16
6D3	R-10	22
6D4	R-10	15
7A	R-8	38
7B	R-8	28
TRACT B2	B1	TBD (MF)
TRACT B3	B1	TBD (MF)
TRACT B5	B1	TBD (MF)
TRACT B7	B1	TBD (MF)
SUB-TOTAL		242

EXISTING RECORDED LOTS/UNITS		
1A-1D	R-5	165
2A	R-10	46
2B-2C	R-10	78
2D	R-10	16
2E	R-10	27
3F	R-10	22
2F2	R-10	11
2G	R-10	41
2H	R-10	21
2H2	R-10	2
3A	R-10	6
3B-E	R-10	68
3F-G	R-10	131
4A-F	R-10	113
4C	R-10	80
5A-5B	R-6	2
6A	R-10	4
6B	R-10	28
6D1	R-10	18
6D2	R-10	16
6E1	R-10	3
6E2	R-10	21
TRACT B1	B-1	25 (MF)
TRACT B7	B-1	21 (TH)
SUB-TOTAL		1032

GRAND TOTAL NUMBER OF LOTS AND UNITS IN RIVERWOOD ATHLETIC CLUB: 1,274

****NOTE: PROPOSED ZONING IS R-6, R-8 & R-10 CLUSTER/OPEN SPACE SUBDIVISION**

PHASES 8A, 8B, 8C-1, 8D, 8E & 9 ADDITION
****APPROVED UNDER CURRENT UDO****

SITE DATA:
OWNER: FSC IV, LLC
ACREAGE: Total Tract Area: 94.37 Acres (93.23 Acres Excluding R/W)
Currently Proposed Development Area: 46.19 Acres
RCA within Proposed Development Area = 6.24 Acres
Additional OPEN SPACES excluding RCA = 3.70 Acres
MAXIMUM DENSITY ALLOWED: 6.76 UNITS/AC
PROPOSED DENSITY: 3.42 UNITS/AC
PROPOSED LOT TOTAL: 158 LOTS
PROPOSED AVERAGE LOT SIZE: 6,500 SF
PROPOSED MINIMUM LOT SIZE: 6,000 SF
PARCEL IDENTIFICATION NUMBER: 176000-83-9975

R-8 OPEN SPACE SUBDIVISION SETBACKS:
FRONT = 20'
SIDE INTERIOR = 6'
SIDE STREET = 10'
REAR = 15'

PHASE	ZONING	# OF LOTS
8B	R-8	19
8C-1	R-8	13
8D	R-8	18
8E	R-8	44
SUB-TOTAL		94

EXISTING RECORDED LOTS/UNITS		
8A	R-8	30
SUB-TOTAL		30

GRAND TOTAL NUMBER OF LOTS AND UNITS IN RIVERWOOD ATHLETIC CLUB: 1,368

NET AFFECTS OF THIS REVISION IN THE CURRENT RIVERWOOD ATHLETIC CLUB BOUNDARY:
1. TOTAL NUMBER OF LOTS HAS BEEN REDUCED BY 41 LOTS.

****NOTE: "RECREATION/OPEN SPACE FEES ARE NOT REQUIRED UNTIL 1085 DWELLING UNITS ARE RECORDED" PER TOWN COUNCIL APRIL 1998.**
****THE 50' RIPARIAN BUFFER AND ALL RESOURCE CONSERVATION AREA SHALL REMAIN UNDISTURBED IN ACCORDANCE WITH ARTICLE 5 OF THE UNIFIED DEVELOPMENT CODE.**
o ORANGE FENCING SHALL BE REQUIRED ALONG THE PERIMETER OF THE 50' RIPARIAN (AND ANY OTHER RESOURCE CONSERVATION AREAS) TO ENSURE IT IS NOT ENCRoACHED UPON DURING CONSTRUCTION.

FOR REVIEW AND COMMENT ONLY



REVISED
10:51 am, May 08, 2017

T.O.C. PROJECT: 2017-38-SD/2017-37-PDD

DESIGN: DCA
DRAWN: DCA
CHECKED: DCA
HORIZONTAL SCALE: 1" = 100'
VERTICAL SCALE: N/A
DATE: 03/01/2017
JOB NO.: AH-
SHEET: PD09

AMENDED RIVERWOOD ATHLETIC CLUB MASTER PLAN

RIVERWOOD ATHLETIC CLUB

CLAYTON, NORTH CAROLINA

ADAMS & HODGE ENGINEERING, PC

335 A ATHLETIC CLUB BLVD
CLAYTON, NC 27520
919-243-1332
dca@adamshodge.com
FIRM # C4187



ADAMS & HODGE
ENGINEERING, PC

April 1, 2017

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 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: April 11, 2017

Location: HTR Real Estate Office
315 Athletic Club Blvd
Clayton, NC 27527

Time: 7:00 pm

Type of Application: PD-MU Master Plan Application

A request has been submitted to the Town of Clayton to rezone a tract of land from its current zoning of R-E to PD-MU. A master plan was submitted along with this request showing a proposed design of approximately 310 units of single family lots and multi-family/mixed use apartment buildings with active and passive open spaces.

If you have any questions prior to or after this meeting, you may contact us at 919-763-7278.

Sincerely,

Donald C. Adams, Jr., PE



cc: Clayton Planning Dept.

ADJACENT PROPERTY OWNERS LIST

Project Name: Walton Acres at Riverwood Athletic Club

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
176000-82-1830	Mavis C. House	2873 Covered Bridge Rd, Clayton, NC 27527
176000-92-1593	Johnny R. & Sherry E. House	2975 Covered Bridge Rd., Clayton, NC 27527
176000-91-6784	Town of Clayton	P.O. Box 879, Clayton, NC 27528
177000-02-3947	Danny L. Dupree & Judith D. Nappier	8 Eight JS LN, Clayton, NC 27520-9607
177000-25-7359	Hampton S. Langdon & Leanne L. Murdoch	1185 Marietta Dr, Kernersville, NC 27284
177000-03-6964	Larry Sheldon Mills & Connie T. Mills	3329 Covered Bridge Rd, Clayton, NC 27527
176000-84-3195	FSC IV, LLC	400 Riverwood Dr, Clayton, NC 27527-5500
176000-84-3140	FSC IV, LLC	400 Riverwood Dr, Clayton, NC 27527-5500
176000-84-2096	FSC IV, LLC	400 Riverwood Dr, Clayton, NC 27527-5500
176000-84-2034	Jay R. Fiorillo	716 Parkbridge Dr, Clayton, NC 27527-5304
177000-05-5052	FSC III, LLC DBA	400 Riverwood Dr, Clayton, NC 27527-5500



April 18, 2017

Mr. Adam Lindsay
Town Manager
Town of Clayton
PO Box 879
Clayton, NC 27520

Subject: Request for Sewer Allocation
Walton Farm at RWAC
Johnston County, NC

The proposed project, Walton Farm at RWAC, will consist of 190 single family residences and 120 apartments (40 - 2 bedrooms and 80 - 1 bedrooms). Based on the average daily wastewater flow of 250 GPD for a single family residence established for the Town of Clayton as well as flow requirements based on NCAC 2T rules I anticipate a wastewater flow as follows:

190 – single family residence	@ 250 GPD = 47,500 GPD
40 – 2 bedroom apartment units	@ 240 GPD = 9600 GPD
80 – 1 bedroom apartment units	@ 240 GPD = 19,200 GPD
1 – community center (+/-1800 sf)	@ 60 GPD/100sf = 1,080 GPD
TOTAL	77,380 GPD

The following is the developer's current best estimate on a development schedule:

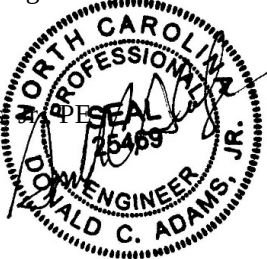
2017	+/-22,030 GPD
2018	+/-18450 GPD
2019	+/-18450 GPD
2020	+/-18450 GPD

In summary, this project will require 77,380 GPD of sewer allocation. Please accept this letter as a request (on behalf of Fred Smith Company) for the specific assignment of 77,380 GPD wastewater flow to Walton Farm at RWAC. Please note that this is a new allocation request and not part of previous allocations for RWAC.

Thank you for your consideration of this request. If you have any questions or need additional information, please give me a call at 919-763-7278.

Sincerely,

Donald C. Adams





Wayne Batten Agronomic Services

9466 Applewhite Rd
Wendell, NC 27591
910-620-0582 cell
wayne_batten@ec.rr.com

May 15, 2017

Johnny House
919-805-0715

2975 Covered Bridge Rd, Clayton, NC 27527
neuseadventures@yahoo.com

Mr. House,

This letter is in reference to the proposed development adjacent to your property and subsequent impacts the development may cause on your pond.

The pond on your property is approximately 1.5 acres in size. The small pond upstream from your property on the proposed developed land is approximately 1.39 acres in size. I do not know how long the small pond has been on the property but it shows up on the oldest Google Earth Maps from 2/18/1983. I estimate the wetland area between the upper pond and your pond to be .56 acre in size.

The land between the small pond dam and your property is wetlands and I do not know how a developer can fill it in and not be in violation of the law. One of the definitions of wetlands is a propensity of Aquatic/Wetlands Plants. During the site visit to your farm on May 4, 2017 I observed numerous plants growing between the two ponds that fit the criteria for wetland plants.

I have identified some of the plants and have sent samples to NC State University for identification of others. So far we have identified the following wetland plants:

Microstegium vimineum, Japanese Stiltgrass
Smartweed species, cannot make positive id without flower bloom being present
Murdannia keisak, Asian Spiderwort or Asian Dayflower
Schoenoplectus tabernaemontani, Soft Stem Rush
Potamogeton pusillus L., Slender Pondweed

I will update you as soon as the other plants are identified. With the presence of these plants, the land should definitely be classified as wetlands.

I have submitted the water sample we collected to the NC Department of Agriculture testing lab to get a baseline water quality sample. I will notify you as soon as I receive the results back from this testing.

Please contact me if you have any questions about this report.

Sincerely,
Wayne Batten
Wayne Batten Agronomic Services

9. CONCLUSIONS

This Traffic Impact Analysis Update was conducted to determine the potential traffic impacts of the proposed Walton Acres at Riverwood Athletic Club residential development, located east of the Neuse River and North of Covered Bridge Road in Clayton, North Carolina. This TIA update accounts for the revised land uses and supersedes the TIA that was previously submitted in March 2017. The proposed residential development is expected to be built out in 2022. Per County guidelines, two years after site buildout was also analyzed. Site access is proposed via one full movement intersection on Covered Bridge Road. Site access will also be provided through a roadway connection to the development to the north of the site, Ravens Ridge at Riverwood Athletic Club.

The study analyzes traffic conditions during the weekday AM and PM peak hours for the following scenarios:

- Existing (2017) Traffic Conditions
- Background (2022) Traffic Conditions
- Combined (2022) Traffic Conditions
- Future (2024) Traffic Conditions

Trip Generation

It is estimated that the proposed development will generate approximately 2,660 total site trips on the roadway network during a typical 24-hour weekday period. Of the daily traffic volume, it is anticipated that 206 trips (49 entering and 157 exiting) will occur during the AM peak hour and 274 (175 entering and 99 exiting) trips will occur during the PM peak hour.

Adjustments to Analysis Guidelines

Capacity analysis at all study intersections was completed according to Town, County, and NCDOT Congestion Management Guidelines. Refer to section 6.1 of this report for a detailed description of any adjustments to these guidelines made throughout the analysis.

Intersection Capacity Analysis Summary

All the study area intersections (including the proposed site driveway) are expected to operate at acceptable levels-of-service under existing and future year conditions with the exception of the intersections listed below. A summary of these intersections are as follows:

Covered Bridge Road and Pritchard Road

The poor level-of-service observed at the signalized intersection is due to poor signal timing during the weekday PM peak hour. With signal timing modifications, this intersection is expected to operate at an overall LOS D or better in the combined (2022) analysis scenario.

Covered Bridge Road and Loop Road

The poor level-of-service for the minor-street approach is due to heavy through volumes along Covered Bridge Road. The proposed development is not expected to add a significant volume of traffic to the minor-street. It is worth noting that SimTraffic simulations, which analyze the intersection in context with adjacent intersections, depict a marginal increase in delay and queues during the weekday PM peak hour. Although no westbound right-turn lane is striped, the intersection operates as if a 25 foot turn-lane is present due to the available turn-radius. Extending and striping a turn-lane was considered but is expected to provide marginal benefits to the delay and queue lengths. A signal was considered at the intersection and is expected to meet the weekday AM and PM peak hour warrants for a signal in combined (2022) conditions with the existing striped lanes. The intersection is not expected to meet peak hour warrants in the combined (2022) conditions when analyzed with a turn-lane on the westbound approach, as the intersection currently operates. It should be noted that Loop Road is served by residential land uses and typically generates trips during two peak hours each day; therefore, the signal warrants are not anticipated to meet the 4 or 8-hour warrants which NCDOT typically requires for a signal.

Covered Bridge Road / O'Neil Street and Old Covered Bridge Road

The poor level-of service observed for the minor-street approach is due to heavy traffic volumes along Covered Bridge Road. It was also noted that a significant number of “ran off the road” crashes are experienced at the intersection. This is believed to be from poor sight

distances along the northbound approach. While the traffic at this intersection meets the peak hour warrant for the PM peak hour from the *Manual on Uniform Traffic Control Devices* (MUTCD) in background (2022) conditions, it is unlikely this intersection will satisfy the MUTCD 8-hour and 4-hour warrants, which NCDOT favors for the installation of a traffic signal. Additionally, this intersection is expected to be realigned as part of the Clayton Northern Connector, recommended in the Johnston County Comprehensive Transportation Plan. This improvement is still in the planning stages with no funding or timeline for construction; therefore, it was not included in the analysis.

Covered Bridge Road and Site Driveway

The poor level-of-service for the minor-street approach is due to heavy through volumes along Covered Bridge Road. It is worth noting that any queues expected for the minor-street approach would be internal to the development. This intersection is not expected to meet the weekday AM or PM peak hour warrants for a signal from the *Manual on Uniform Traffic Control Devices* (MUTCD) in combined (2022) conditions, it is also unlikely this intersection will satisfy the MUTCD 8-hour and 4-hour warrants, which NCDOT favors for the installation of a traffic signal. It should also be noted that the recommended northbound left-turn lane is not needed from a level-of-service standpoint, but was recommended per the NCDOT “Warrant for Left and Right-Turn Lanes” chart contained in the *Policy on Street and Driveway Access to North Carolina Highways*.

10. RECOMMENDATIONS

Based on the findings of this study, specific geometric improvements have been identified and are recommended to accommodate future traffic conditions. See a more detailed description of the recommended improvements below. Refer to Figure 13 for an illustration of the recommended lane configuration for the proposed development.

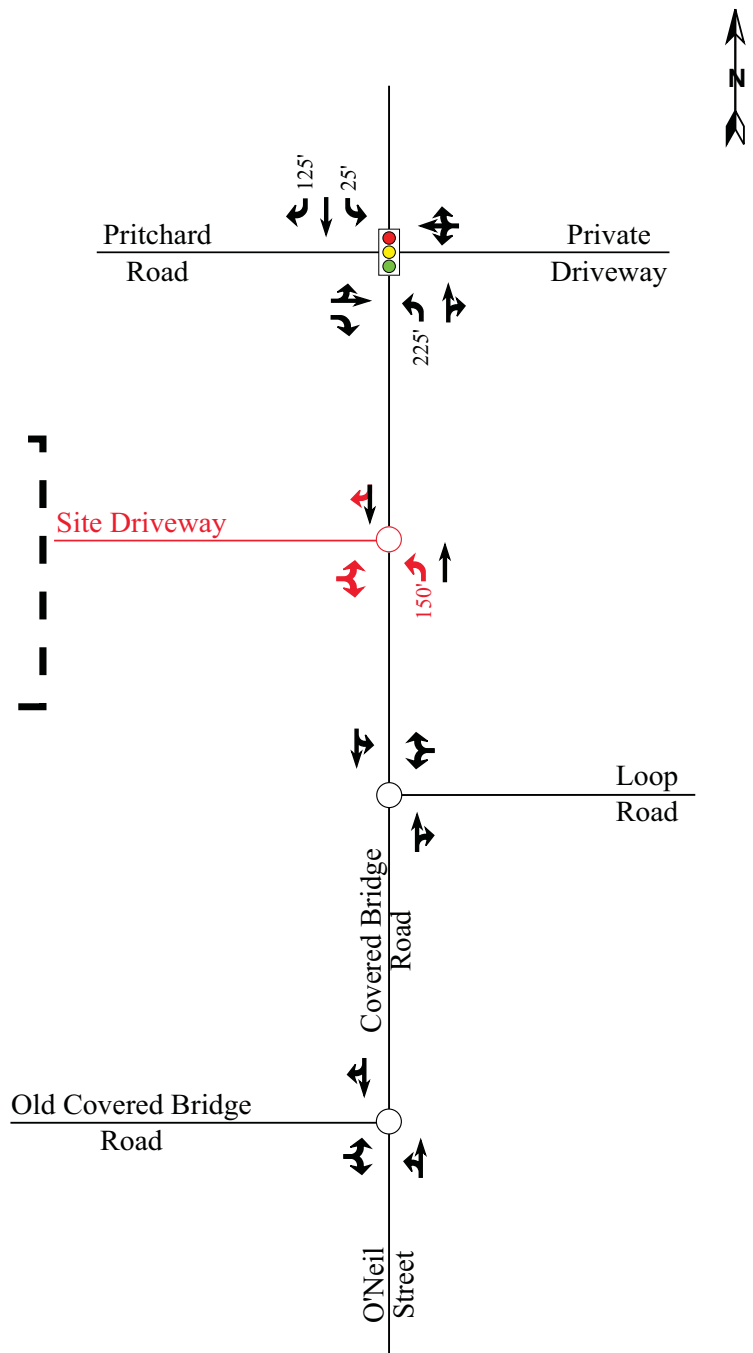
Recommended Improvements by Developer

Covered Bridge Road and Site Driveway

- Provide site access via a full movement intersection with one ingress lane and one egress lane.
- Provide stop control for Site Driveway.
- Provide an exclusive northbound left-turn lane on Covered Bridge Road with approximately 150 feet of storage and appropriate taper. Storage based on the NCDOT driveway manual and anticipated queue lengths.

LEGEND

- Unsignalized Intersection
- ◫ Signalized Intersection
- Existing Lane
- Improvement by Developer
- X' Storage (In Feet)



 RAMEY KEMP & ASSOCIATES TRANSPORTATION ENGINEERS	Walton Acres at Riverwood Athletic Club Clayton, NC	Recommended Lane Configuration	
		Scale: Not to Scale	Figure 13



Charleston, SC - Charlotte, NC - Raleigh, NC - Richmond, VA - Winston-Salem, NC

**TOWN OF CLAYTON
PLANNING BOARD WRITTEN RECOMMENDATION
PRELIMINARY SUBDIVISION PLAT:**

**Walton Farm – Major Subdivision
2017-38-SD**

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

Recommendation to the Town Council to

☐ approve the request;

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

from staff report

☐ deny the request.

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

Signed:



Frank Price, Planning Board Chair



Town Council Agenda Cover Sheet

Meeting Date

June 19, 2017

Agenda Location

New Business

Item Title

2016-209-RZ, Zoning Overlay Map Update, Zoning Map Amendment

Presenter (Name & Title)

Planning Dept.

Summary/Description

Proposed update/modification to the existing zoning overlay map districts, including:

- Thoroughfare Overlay District
- Scenic Highway Overlay District
- Watershed Protection Overlay District
- Downtown Overlay District

Requested Action

Set Public Hearing

Additional Documents To Be Included in Agenda Packet

Application
Staff Report Maps (Existing vs. Proposed)
Downtown Development Association Recommendation
Planning Board Recommendation



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

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: Zoning Overlay District Update 2016 Acreage of Property: n/a
County Tag Number: n/a NC PIN: n/a
Address/Location: Town Limits and ETJ
Existing Zoning District: n/a
Proposed Zoning District: n/a

APPLICANT INFORMATION

Applicant: Town of Clayton, Planning Dept.
Mailing Address: P.O. Box 879, Clayton, NC 27528
Phone Number: 919-553-5002 Fax: _____
Contact Person: Jay McLeod, Senior Planner
Email Address: jwmcLeod@townofclaytonnc.org

FOR OFFICE USE ONLY	
Date Received: <u>OCT 03 2016</u>	Amount Paid: <u>n/a, Town-initiated</u> File Number: <u>2016-209-RZ</u>
TOWN OF CLAYTON PLANNING DEPARTMENT	

Page 1 of 3

PROPERTY OWNER INFORMATION

Name: n/a

Mailing Address: n/a

Phone Number: n/a Fax: n/a

Email Address: n/a

EXPLANATION OF PROJECT

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

Update to the Town's official zoning map to extend zoning overlay districts to newly annexed property or new property that has been incorporated into the Town's ETJ. Updated overlay districts include the Thoroughfare Overlay District, the Watershed Protection Overlay, the Scenic Highway Overlay, and the Downtown Overlay District. The Downtown Overlay District update is also being coordinated with an update to the code language regulating that district (application 2016-239-OA). All of these overlays are described further in §155.204 "Overlay District Standards", in the Unified Development Code.

REQUIRED INFORMATION (to be submitted with the application)

The following items must accompany a Rezoning application.

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

APPROVAL CRITERIA

All applications for a Rezoning must address the following findings:

1. Consistency with the adopted plans of the Town.
The updated modifies the official zoning map to be consistent with adopted code in the Unified Development Code (§155.204). The Downtown Overlay District update is also being coordinated with an update to the code language regulating that district (application 2016-239-OA).

2. Suitability of the subject property for uses permitted by the current vs. the proposed district.
Modifies boundaries to make consistent with adopted code.

3. Whether the proposed change tends to improve the balance of uses, or meets specific demand in the Town.
The purpose of regulation of overlay districts is outlined in §155.200 of the Unified Development Code.

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.
n/a

5. It has been determined that the legal purposes for which zoning exists are not violated.
This is true. The regulation of zoning overlay districts is in accordance with the legal basis of zoning regulation.

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.
This is true.

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.
This is true. This affects property based on criteria independent of ownership, and to the benefit of the entire town.

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.

Jay McLeod, Senior Planner
Print Name


Signature of Applicant

10/03/2016
Date



Town of Clayton
Planning Department
111 E. Second Street, Clayton, NC 27520
P.O. Box 879, Clayton, NC 27528
Phone: 919-553-1545
Fax: 919-553-1720

*Planning Board
May 22, 2017*

STAFF REPORT

Application Number: 2016-209-RZ **Project Name: Zoning Overlay Map Update**

Overlay: Update existing overlay zoning maps
Applicant: Planning Dept. (Town)
Location: Town-wide

Public Noticing:

- Newspaper ad posted prior to July 5th, 2017

REQUEST: Update and adopt the existing overlay zoning districts. This includes the modification and/or re-adoption of the following overlay districts:

- Thoroughfare Overlay District
- Scenic Highway Overlay District
- Watershed Protection Overlay District
- Downtown Overlay District

More information about these overlay can be found in §155.204 "Overlay District Standards". The Downtown Overlay District is also concurrently proposed for update as application 2017-239-OA.

STAFF ANALYSIS AND COMMENTARY:

Overview

With recent annexations and changes in the Town's limits and ETJ boundaries, an update to the overlay districts is necessary to remain current. These overlay districts allow additional flexibility in certain areas by relaxing or strengthening requirements of the Unified Development Code.

The modification of the Downtown Overlay District represents a realignment of the border to better serve the proposed intent of the concurrent code amendment (application 2016-239-OA) for the Downtown Overlay District. An open house meeting was held on March 30, 2017 in Town Hall to gather additional input from the public and downtown business owners, and as a result one household asked to be removed from the draft district. Otherwise, the district boundary was well received.

The Downtown Overlay District boundary was also recommended to Town Council for approval by the Downtown Development Association at their April meeting. The modifications suggested by the DDA and potential ramifications will be discussed at the Planning Board presentation.

Consistency with adopted plans

The proposed overlay district boundary update is consistent with the Future Land Use map, Comprehensive Plan, existing purpose for zoning and existing zoning districts, and the Unified Development Code.

Approval Criteria:

- **Consistency with remainder of the Chapter**

The request is consistent with the remainder of Chapter 155 and the Town Code of Ordinances.

- **Novelty of the request**

The request does not introduce any novel changes to the Code. It is an extension of already existing zoning overlay boundaries, to remain consistent with current Code language.

The modification of the Downtown Overlay District represents a realignment of the border to better serve the proposed intent of the concurrent code amendment (application 2016-239-OA) for the Downtown Overlay District.

- **Correction of existing errors**

It is an extension of already existing zoning overlay boundaries to remain consistent with current Code language.

- **Compliance with state or federal statutes or case law**

The request is consistent with all known state, federal, and case laws, and some brings the zoning map more into compliance with the existing Town Code.

CONSIDERATIONS:

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

STAFF RECOMMENDATION:

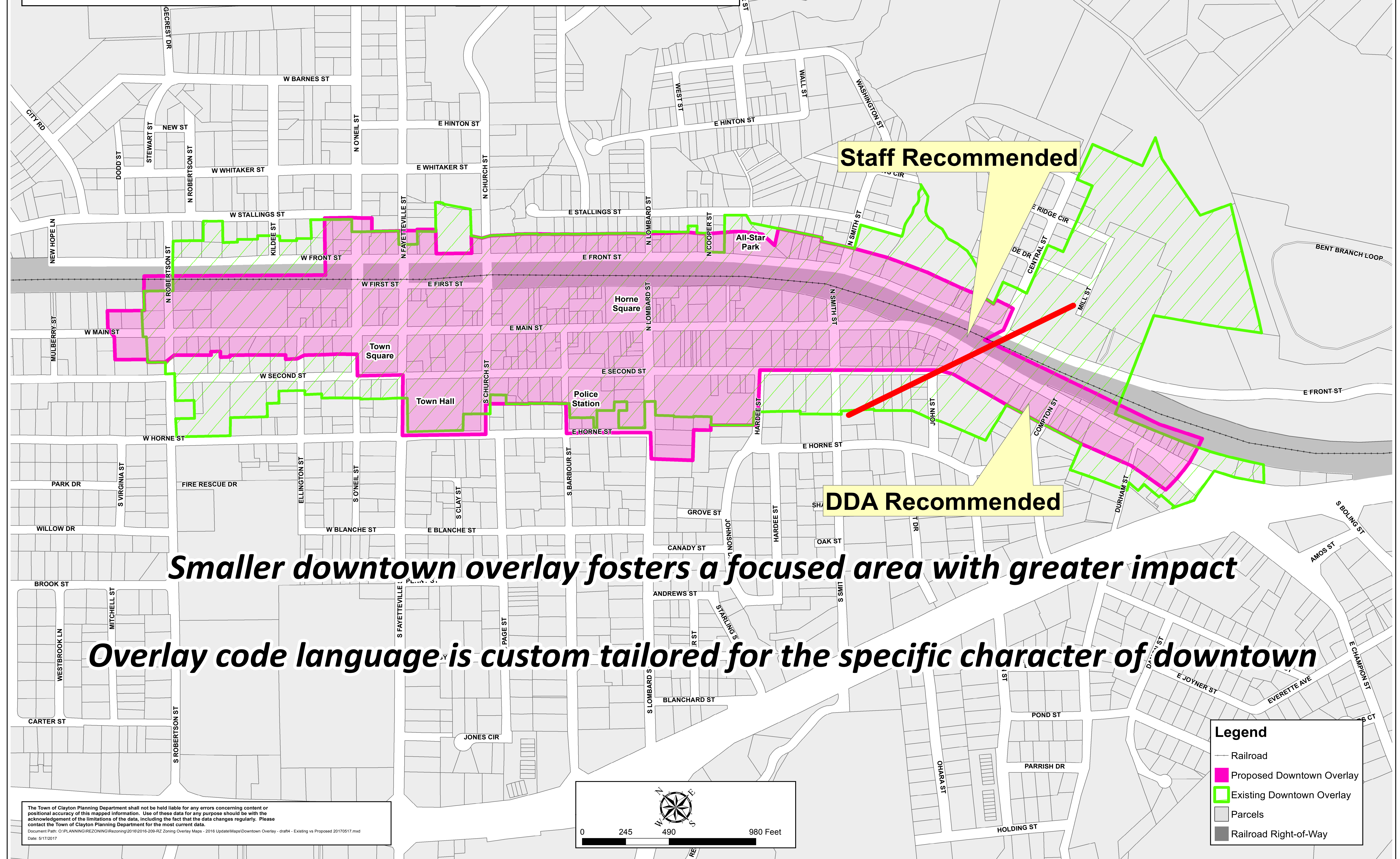
Staff is recommending approval of the amended zoning overlay district boundaries.

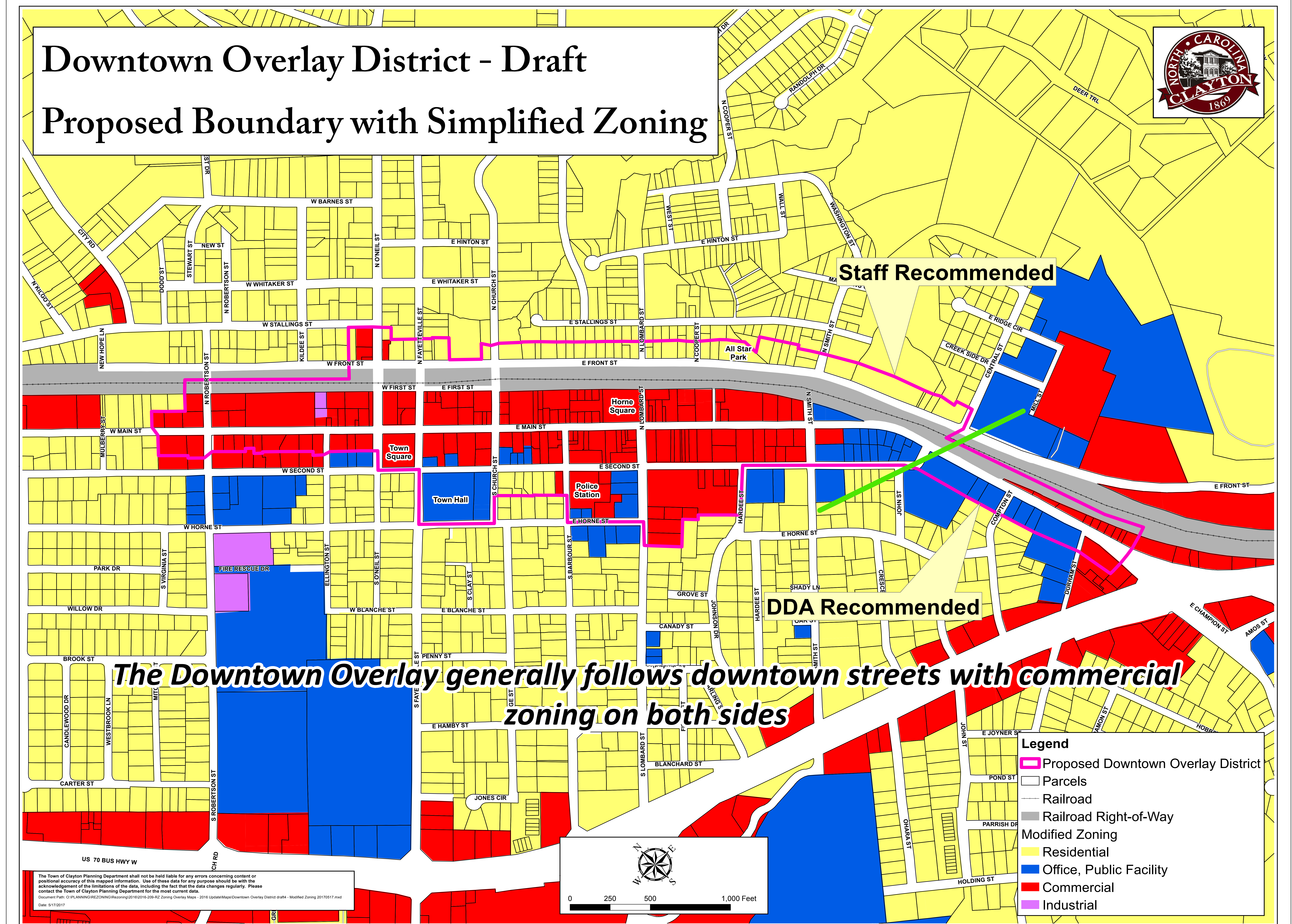
ATTACHMENTS:

- 1) Staff Report Maps
- 2) Application

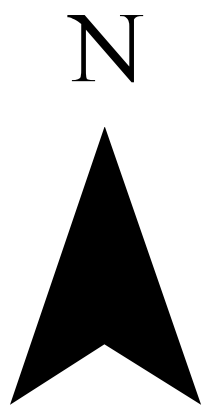
Downtown Overlay District - Draft

Existing vs. Proposed Boundary





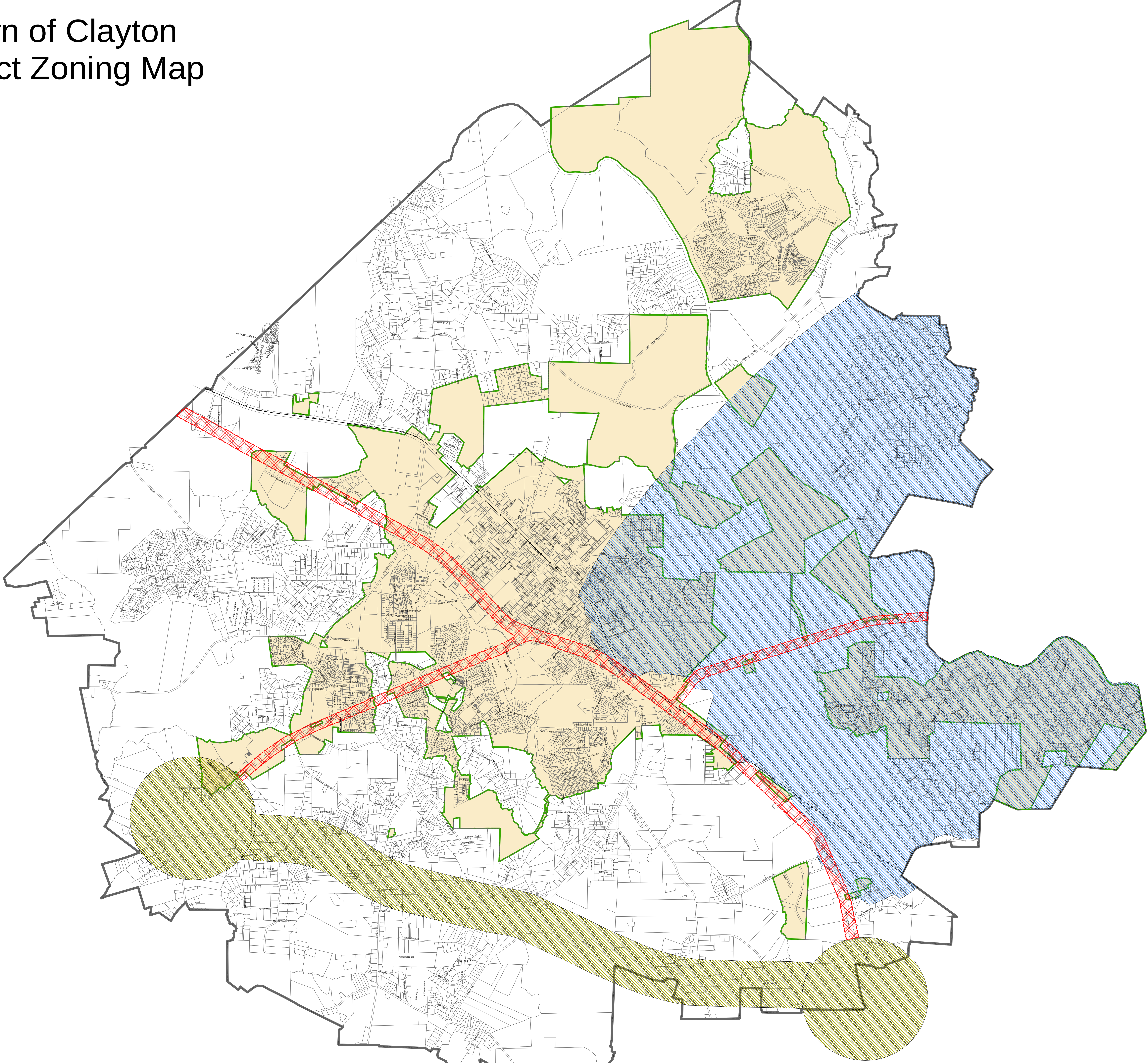
Official Town of Clayton Overlay District Zoning Map



Legend

- Parcels
- Railroad
- Thoroughfare Overlay District
- Scenic Highway Overlay
- Watershed Protection Overlay
- Clayton Town Limits
- Clayton ETJ

Note: Extended ETJ As Adopted By The Clayton Town Council On March 3, 2008





Map produced by TOC/Planning
Date: February 19, 2014
Disclaimer: Town of Clayton assumes no legal
responsibility for the information represented here.

Scale: 1 inch = 1,400 feet

PROPOSED



Garner Town Limit
and ETJ

Raleigh Town Limit

Wake County
Johnston County

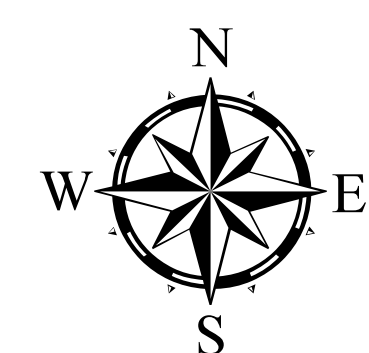
Archer Lodge
Town Limit and ETJ

Town Limit and Extra Territorial Jurisdiction Map, with Overlay Districts

updated: 05/12/2017

Legend

- Scenic Highway Overlay
- Thoroughfare Overlay District
- Watershed Protection Overlay
- Town Limits
- Clayton Extra Territorial Jurisdiction



The Town of Clayton Planning Department shall not be held liable for any errors concerning content or positional accuracy of this mapped information. Use of these data for any purpose should be with the acknowledgement of the limitations of the data, including the fact that the data changes regularly. Please contact the Town of Clayton Planning Department for the most current data.

Printed Date: 05/12/2017

Document Path: O:\PLANNING\REZONING\Rezoning\2016\2016-2019\Zoning Overlay Maps - 2016 Update\Maps\Overlay Districts - PROPOSED 20170517.mxd

Wilson's Mills
Town Limit and ETJ

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

**Zoning Overlay Map Update
2016-209-RZ**

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

Recommendation to the Town Council to

- ☒ approve the request; *w/ DDA recommendation for ~~beaches~~ downtown overlay district*
- ☐ deny the request.

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

Signed:



Planning Board Chair

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

2016-209-RZ, Downtown Overlay District Map Boundary, Zoning Map Amendment

On April 10, 2017 the Downtown Development Association heard the above-referenced request and made the following vote on the above-referenced case, with respect to the proposed boundary for the Downtown Overlay District:

Recommendation to Town Council to:

☒ approve

☐ deny

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

Signed:


Downtown Development Association, Chair



Town Council Agenda Cover Sheet

Meeting Date

June 19, 2017

Agenda Location

New Business

Item Title

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

Presenter (Name & Title)

Planning Dept.

Summary/Description

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

Requested Action

Set Public Hearing

Additional Documents To Be Included in Agenda Packet

Application
Open House Meeting Materials and Minutes
Existing Code
Proposed Code (strikethrough/underline)
Downtown Development Association recommendation
Planning Board recommendation



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

ORDINANCE AMENDMENT APPLICATION

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

Application Fee: TBD

Advertisement Fee: \$100.00

All fees are due when the application is submitted.

AMENDMENT INFORMATION

Project Name: Downtown Overlay District code revision

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

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

APPLICANT/CONTACT INFORMATION

Applicant: Planning Department, Town of Clayton

Mailing Address: PO Box 879, Clayton, NC 27528

Phone Number: 919-553-5002

Fax: _____

Contact Person: Jay McLeod

Email Address: jwmcLeod@townofclaytonnc.org

DESCRIPTION OF REQUESTED CHANGES

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

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

FOR OFFICE USE ONLY

Date Received:

NOV 18 2016

Amount Paid: N/A, Town initiated.

File Number:

2016-239-0A

Version 05/10/2016

Page 1 of 2

REQUIRED INFORMATION (to be submitted with the application)

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

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

APPROVAL CRITERIA

All applications for Ordinance Amendment must address the following criteria:

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

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

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

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

APPLICANT AFFIDAVIT

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

Jay McLeod, Senior Planner
Print Name


Signature of Applicant

11/17/2016
Date



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

*Planning Board
May 22, 2017*

STAFF REPORT

Application Number: 2016-239-OA

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

Applicant: Town

Public Noticing:

- Newspaper ad posted prior to July 5, 2017

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

SECTIONS PROPOSED FOR AMENDMENT:

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

- 204(D) "Downtown Overlay District"

STAFF ANALYSIS AND COMMENTARY:

Overview

The stated purpose of the Downtown Overlay District is to:

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

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

Page 1 of 2

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

Approval Criteria:

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

CONSIDERATIONS

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

STAFF RECOMMENDATION:

Staff recommends approval.

CONDITIONS:

No Conditions recommended.

ATTACHMENTS:

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

ARTICLE 2: ZONING DISTRICTS

§ 155.204 OVERLAY DISTRICT STANDARDS

(D) DOWNTOWN OVERLAY DISTRICT

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

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

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

(2) **Permitted Uses**

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

(3) **Dimensional Requirements**

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

(4) **Sign Regulations**

(a) ***Easels***

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

(b) ***Window Signs***

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

(c) ***Promotional Banner***

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

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

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

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

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

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

ARTICLE 2: ZONING DISTRICTS

§ 155.204 OVERLAY DISTRICT STANDARDS

(D) DOWNTOWN OVERLAY DISTRICT

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

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

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

(2) **Permitted Uses**

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

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

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

(3) Sign Regulations

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

(a) All signs allowed in the Downtown Overlay District, with the exception of Window / Door Signs, Awning / Marquee / Canopy Signs, and Flags, shall have at least one

distinguishing architectural or design feature, including but not limited to one of the following:

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

(b) Illumination

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

(c) Clearance

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

(d) Prohibited Signs

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

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

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

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

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

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

~~(b) Decorative Flags and Banners~~

- ~~Decorative flags and banners shall be reviewed and approved by the Planning Director or their designee.~~
- ~~Holiday decorations may be installed for a maximum period of seven weeks per holiday, and shall be otherwise regulated by §155.403 "Signs".~~
- ~~Seasonal banners must correspond to the appropriate season.~~

~~(c)(f) Easels / Sandwich Boards / A-Frame Signs~~

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

~~(d) Window / Door Signs~~

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

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

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

(g) **Wall / Fascia Signs**

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

(h) **Flags**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) Development Standards

The following criteria modifies, but does not replace, the text of §155.400 “Access”, §155.401 “Off-Street Parking and Loading”, §155.402 “Landscaping, Screening, and Buffering”.

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

(b) Parking Requirements

1. General:

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

2. Residential off-street parking

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

3. Nonresidential development and uses:

- A. The number of vehicular parking spaces may be reduced to 50% of that designated in Table 4-2 “Minimum Off-Street Parking Requirements”. Providing more parking spaces than 50% may be approved on a case-by-case basis by the Planning Director. In no case shall the requirements listed in Table 4-2 be exceeded. Standalone, multi-story parking decks or parking structures are exempt from this requirement.

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- B. New construction shall have the opportunity to provide bicycle racks on site or pay fee-in-lieu. Minimum bicycle parking requirements for nonresidential uses may be paid as fee-in-lieu, as specified in the Comprehensive List of Fees and Charges. The fee-in-lieu will be used to provide appropriate bicycle infrastructure and parking facilities in the public right-of-way and on public property in downtown.

(c) Landscaping, Screening, and Buffering Requirements

1. In the district, the Planning Director may allow a new use to be established or an existing use to be expanded, even if all landscaping, screening, and buffering requirements cannot be met, provided that as much landscaping, screening, and buffering as can be reasonably provided is provided.
2. In the district, site interior landscaping (per §155.402(D)(1) "Interior Landscaping") may be reduced as follows.
 - A. Reduced by 75% in the B-1 zoning district.
3. All landscaping shall be designed to reduce unsafe areas of limited visibility.
4. Berms may not be used for required screening.
5. Landscape buffers or opaque visual screening, except that used for screening parking areas to a maximum height of 3', shall not be required along any public right-of-way.
6. Fences or walls not used for required screening or for providing security for a parking area shall be limited to 4' in height. This requirement does not apply to single family residential, duplexes, or townhomes. Chainlink fencing is prohibited.
7. Plastic, vinyl, and similar low quality materials are prohibited for planters and window boxes.
8. Street trees:
 - A. At the discretion of the Planning Director, street trees shall be required along all public rights-of-way at a rate of one per 40 linear feet or at an interval that mimics the existing tree placement in that area.
 - B. Street trees shall occur at appropriate, coordinated locations within public rights-of-way and may involve metal tree grates or other treatments to match the streetscape and design palette of downtown.
9. Subject to Planning Director approval, the following may be approved:
 - A. Modifications to the required amount of site interior landscaping materials, in zoning districts where the maximum allowed impervious area infringes on site area available for landscaping.

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

(6) Neighborhood Character, Appearance, and Architectural Design

(a) General requirements applicable to all properties:

- 1. Right-of-way shall be dedicated (if necessary) to allow for two-way traffic and on-street parking (both sides) along public streets.
- 2. A minimum of 8' of mostly-unobstructed walking surface (from back of curb) shall be provided for pedestrian traffic public rights-of-way on and within 50' of Main Street. Some of this area may be used for public display of wares or outdoor seating, pursuant to the relevant portions of this Chapter, so long as a minimum of 5' of fully unobstructed clearance remains for pedestrian traffic.
- 3. Structures shall be oriented so that their primary façade faces and is parallel with the principal street on which they are located.
- 4. Street-facing facades of second and third stories (except for single family residential) shall be constructed within the minimum and maximum setback lines established in the Downtown Overlay District (per (4)(a)2, "Setbacks").
- 5. Nonresidential and mixed use infill development shall occupy the full width of the lot width to create a continuous streetscape. Allowances may be made for required vehicular and pedestrian ingress/egress points.
- 6. The following shall apply to properties on and within 50' of Main Street that are in nonresidential or mixed use zoning districts:
 - A. New and infill development shall be a minimum of two stories, with the second story being at least 75% of the area of the first floor. If waiver from this requirement is approved by the Planning Board, then the building must still be engineered and constructed to support the addition of a second floor in the future.
 - B. Buildings shall not have a single tenant space which exceeds 10,000 sq. ft. in area on the first floor, unless at least one external, storefront entrance

is provided for every 6,000 square feet, and the internal space is designed to be able to be partitioned.

7. Corner Lots:

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

8. Materials:

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

9. Parking:

- A. Cross access shall be provided between adjacent parking lots to minimize the number of access points along streets. The Planning Director may waive this requirement if cross access is not feasible due to natural features or site layout restrictions. Cross access shall be accompanied by a cross access easement or agreement, recorded with the Clerk of Court. Single family residential and duplexes are exempt from this requirement.

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

C. Multi-story parking structures/decks:

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

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

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

10. Windows:

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

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

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

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

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

F. Nonresidential and mixed use zoning districts, and conforming nonresidential buildings in residential zoning districts:

i. For any floor above the first (ground) floor, large expanses of vertical windows that give the overall appearance of unified (undivided) horizontal massing is prohibited.

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

11. Roofs:

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

12. Utilities:

- A. All utilities shall be undergrounded. Where this is impractical, the utilities shall come from or run along the rear of the property or through a service alley.
- B. All utilities shall be locationally consolidated with existing utilities, to reduce the proliferation of overhead wires and cables.

- C. All mechanical equipment shall be located on the roof, where practicable, and completely screened from view regardless of location. The Board of Adjustment may grant a variance to the requirement for equipment to be located on the roof.

13. Entrances

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

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

(b) Conforming residential uses and residential zoning districts:

- 1. The following criteria shall be applicable to all new construction, exterior renovation or additions to the front façade, or to renovations of 50% or more of the entire façade:
 - A. Parking garages and vehicular use areas shall not occupy more than 25% of the front façade for any residential development or dwelling unit.
 - B. Parking areas for multi-family residential and townhomes shall in the rear of the property and shall be either side-loading or alley-loaded.
 - C. Materials used for facades must be consistent with or representative of the historical architectural vernacular of the district.

(7) Incentives and disincentives:

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

(b) Incentives:

- 1. Outdoor seating and dining areas, on private property and in public rights-of-way, shall be allowed with approval of a Zoning Compliance Permit and accompanying dimensioned site drawing complying with §155.311(B) "Outdoor Dining". In this instance and within this Overlay District, the Zoning Compliance Permit expressly

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replaces any other requirement for a Site Plan application, unless the Planning Director determines otherwise or elevates the decision to a higher level.

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

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

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

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

4. Waiver of impact fees

A. Water/wastewater acreage, capacity, and nutrient offset impact fees are waived for all properties in the district that do not increase their meter size as a part of redevelopment or upfit.

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

A. The Façade and Site Element Improvement Grant;

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

(c) Disincentives:

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

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



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

March 13, 2017

Dear Clayton Downtown Property Owner:

The Town of Clayton is updating the zoning districts overlay map (including the boundaries of the Downtown Overlay District), as well as language in the Unified Development Code relating to the Downtown Overlay District. We welcome you to join us at an Open House to discuss the proposed changes. Staff from the Town's Planning Department will be present to explain the application, answer questions, and solicit comments and constructive criticism.

Meeting Date:	March 30th	Meeting Time:	6:00-7:00pm
Meeting Location:	Town Hall (111 E 2 nd St) in the Wooten Room		
Type of Application:	Map update (2016-209-RZ) and Ordinance Amendment (2016-239-OA)		
Project/proposal property address:	(See map on back).		
Description of applications:	Update the Downtown Overlay District map boundary, and update regulations for the Downtown Overlay District.		
Upcoming public meetings for these applications:	Planning Board – May 22 nd , Town Council workshop – June 19 th , and Town Council hearing – July 17 th .		

At a minimum, the following will be available for your inspection at the Open House:

1. A copy of the project applications.
2. A schedule of all upcoming public meetings for the application.
3. A map showing the proposed Downtown Overlay District and neighboring properties and roads.
4. The most current draft of the proposed Ordinance Amendment.

If you have any questions prior to or after this meeting, you may contact us at:

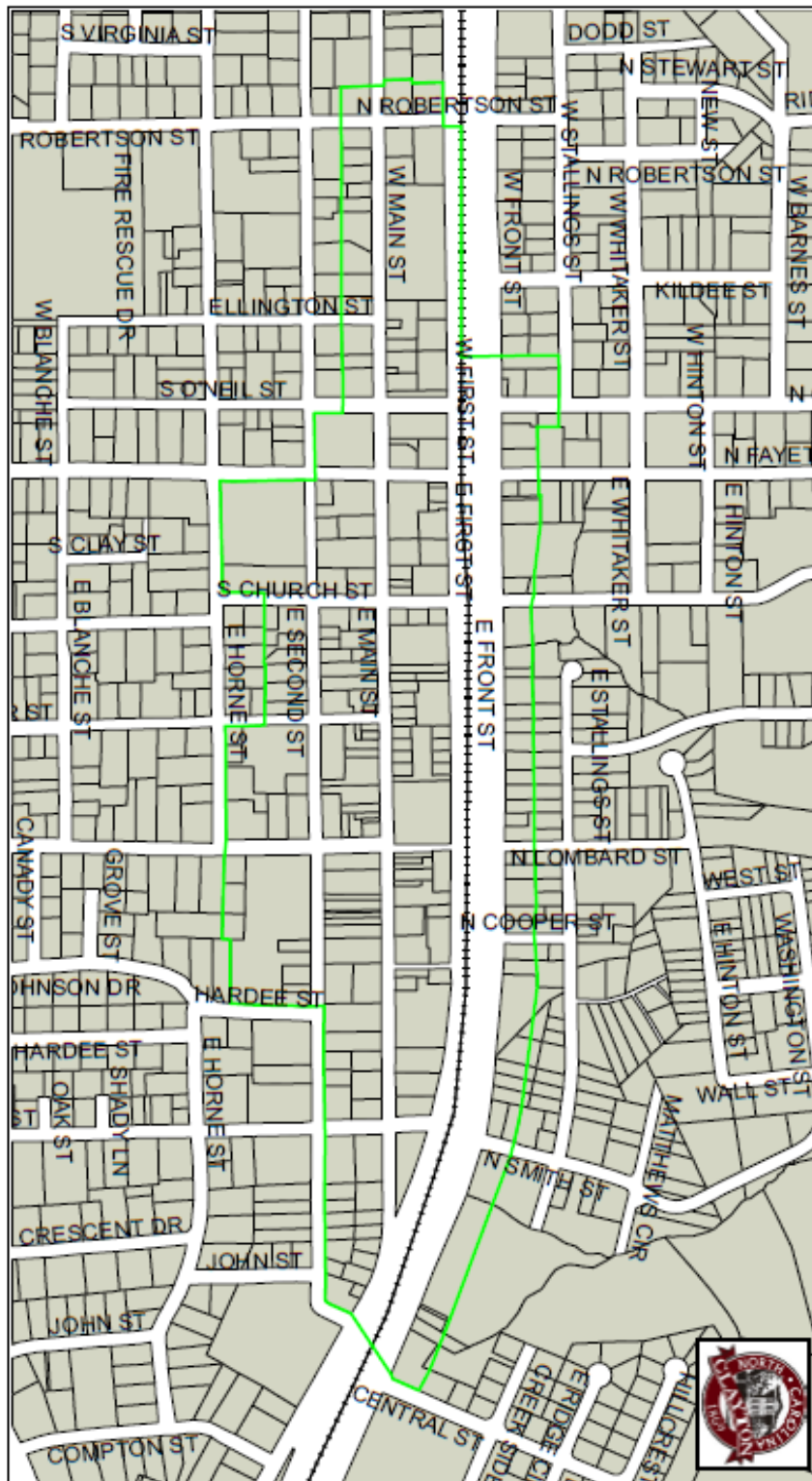
- Kaitlin Russo, Downtown Development Coordinator, 919-359-9349
- Jay McLeod, Senior Planner, 919-359-9335

Sincerely,

Town of Clayton Planning Department

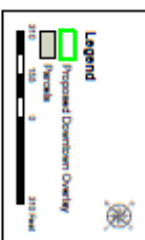
Attached:

- Map of proposed boundary; and
- Summary of proposed ordinance amendment.



The City of Raleigh Planning Department staff and the City of Raleigh Planning Commission staff have reviewed the map and the information presented on this map. The map is for informational purposes only and does not constitute a final decision. The City of Raleigh Planning Commission staff has reviewed the map and the information presented on this map. The map is for informational purposes only and does not constitute a final decision.

Proposed Downtown Overlay



Summary of proposed Ordinance Amendment (2017-239-OA):

Within the boundaries of the Downtown Overlay District, the following are proposed:

1. Encourage pedestrian-oriented businesses on the ground floor.
2. Encourage high quality signs and signage.
3. Provide a streetscape that encourages pedestrians to enjoy and experience downtown Clayton, with outdoor seating and engaging storefronts.
4. Formalize on-street parking and create opportunities for the Town to provide additional parking downtown.
5. Create design and architectural standards to continue the unique character of downtown's buildings (i.e. - 2-story brick buildings pulled up to Main Street, and residential buildings that match existing housing stock).
6. Set up incentives to encourage more development downtown, while also discouraging the destruction of existing historic buildings.

NEIGHBORHOOD MEETING SUMMARY FORM

FILL OUT THE FOLLOWING:

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

Date of Mailing: March 13th, 2017

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

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

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

Printed Name: Laura Gray

Signature:



Meeting Summary/Minutes:

Discussion of proposed downtown overlay district boundary:

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

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

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

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

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

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



Our Downtown is a Treasure

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

Purpose:

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

Cater to the Public:

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

Signs:

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





Why Do We Love Our Downtown?

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

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



Research shows...

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

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

Setbacks and Sidewalks:

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

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



Neighborhood Character:

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

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





What Does This Mean For Me?

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



Business Owners and Tenants:

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



Property Owners:

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



New Buildings and New Development:

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



Residents of Clayton:

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

DOWNTOWN OVERLAY DISTRICT OPEN HOUSE

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

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

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

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

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

	NAME	ADDRESS
42	Kaitlin Russo	TOC, Planning Dept. (staff)
43	Paralee Smith	TOC
44	Dan Wooten	Clayton Chamber
45	Stewart McLeod	PO Box 1313 27525
46	Butch Lawler	467 E 2nd St
47	Thilp Edwards	408 E. main street
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**TOWN OF CLAYTON
PLANNING BOARD WRITTEN RECOMMENDATION
ORDINANCE AMENDMENT
(ORDINANCE AMENDMENT)**

**Downtown Overlay District Update
2016-239-OA**

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

Recommendation to the Town Council to

☒ approve the request;

☐ deny the request.

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

Signed:



Planning Board Chair

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

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

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

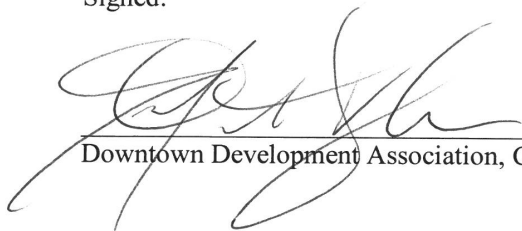
Recommendation to Town Council to:

☒ approve

☐ deny

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

Signed:


Downtown Development Association, Chair



Town Council Agenda Cover Sheet

Meeting Date

June 19, 2017

Agenda Location

Administrative Items

Item Title

Budget Amendments - Year-end Closeout

Presenter (Name & Title)

Robert McKie - Finance Director

Summary/Description

Year-end closeout budget amendments for the following funds to comply with G.S. 159-15:

1. General
2. Water & Sewer
3. Electric

Requested Action

Approval

Additional Documents To Be Included in Agenda Packet

Budget Amendments for the following funds:

1. General
2. Water & Sewer
3. Electric

Town of Clayton
Amendment to the FY 16-17 Budget

BE IT HEREBY ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON
that the following amendments shall be made to the FY 16-17 Budget:

Fund: General Fund

<u>Line Item</u>	<u>Previous Appropriation</u>	<u>Adjustment</u>	<u>Revised Appropriation</u>
Expenditures			
100-40-06-56 33	Legal Fees \$97,000	+207,000	\$304,000
100-42-15-52 60	Equipment Purchase \$3,250	+7,000	\$10,250
100-42-17-54 02	Building Reuse & Renovation \$10,000	+5,000	\$15,000
Revenues			
100-40-00-41 03	Sales Tax – Article 44 \$728,000	+139,526	\$867,526
100-40-00-48 40	FEMA/NCEM Damage Reimbursement \$0	+79,474	\$79,474

Amendment necessary to budget additional revenues to cover higher legal costs incurred primarily for economic development purposes, which is required for compliance with G.S. 159-15:

Duly adopted this ____ day of _____, 2017 while in regular session.

Jody L. McLeod
Mayor

Attest:

Kimberly A. Moffett
Town Clerk

Town of Clayton
Amendment to the FY 16-17 Budget

BE IT HEREBY ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON
that the following amendments shall be made to the FY 16-17 Budget:

Fund: Water & Sewer Fund

<u>Line Item</u>	<u>Previous Appropriation</u>	<u>Adjustment</u>	<u>Revised Appropriation</u>
Expenditures			
300-56-00-54 40	Programs Sewer Capacity Allocation \$650,000	+4,400,000	\$5,050,000
300-56-60-54 50	Programs Purchase for Resale \$2,077,092	+100,000	\$2,177,092
300-56-95-58 50	Capital Outlay \$193,030	+990,543	\$1,183,573
Revenues			
300-56-00-44 05	Sale of Water \$4,845,322	+100,000	\$4,945,322
300-56-00-48 91	Transfer from Reserve Fund \$0	+1,140,152	\$1,140,152
300-56-00-48 99	Fund Balance Appropriation \$1,105,190	+990,543	\$2,095,733
300-56-00-49 05	Water Capacity Fees \$650,000	-650,000	\$0
300-56-00-49 06	Sewer Capacity Fees \$0	+4,400,000	\$4,400,000
300-56-00-49 07	Water Acreage Fees \$336,586	-216,586	\$120,000
300-56-00-49 08	Sewer Acreage Fees \$423,566	-273,566	\$150,000

Amendment necessary to budget the revenues and related expenditures for the following items, which is required for compliance with G.S. 159-15:

1. Sewer Capacity Allocation – \$4,400,000
2. Land Acquisition – \$990,543
3. Purchased Water for Resale – \$100,000

Duly adopted this ____ day of _____, 2017 while in regular session.

Jody L. McLeod
Mayor

Attest:

Kimberly A. Moffett

Town Clerk

Town of Clayton
Amendment to the FY 16-17 Budget

BE IT HEREBY ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON
that the following amendments shall be made to the FY 16-17 Budget:

Fund: Electric Fund

<u>Line Item</u>	<u>Previous Appropriation</u>	<u>Adjustment</u>	<u>Revised Appropriation</u>
Expenditures			
310-57-65-56 00	Professional Services \$406,203	-156,203	\$250,000
310-57-65-56 11	Contract Services \$95,204	+36,064	\$131,268
310-57-90-57 041	Debt Service System Expansion-New Development \$408,650	-135,000	\$273,650
310-57-90-57 049	Debt Service Revenue Bond - Substation \$0	+49,385	\$49,385
310-57-95-58 00	Capital Projects \$6,378,062	-5,528,062	\$850,000
310-57-95-58 02	Easement Acquisition \$35,000	+45,000	\$80,000
310-57-97-59 95	Franchise Tax Reimbursement \$325,000	-325,000	\$0
Revenue			
310-57-00-43 21	Past Due Penalty \$90,000	+57,276	\$147,276
310-57-00-48 05	Finance Capital \$6,094,217	-6,094,217	\$0
310-57-00-48 40	FEMA/NCEM Damage Reimbursement \$0	+23,125	\$23,125

Amendment necessary to realign the budget primarily for the removal of the Substation and LED projects that will have a separate Capital Project Budget Ordinance and removal of the franchise tax reimbursement, which is required to comply with G.S. 159-15:

Duly adopted this ____ day of _____, 2017 while in regular session.

Jody L. McLeod
Mayor

Attest:

Kimberly A. Moffett
Town Clerk



Town Council Agenda Cover Sheet

Meeting Date

June 19, 2017

Agenda Location

Administrative Items

Item Title

Budget Amendment - Allocate Salary Reserve to Operational Divisions

Presenter (Name & Title)

Robert McKie - Finance Director

Summary/Description

Allocate budgeted salary reserve to the appropriate division.

Requested Action

Approval

Additional Documents To Be Included in Agenda Packet

Salary Reserve Budget Amendment

Town of Clayton
Amendment to the FY 16-17 Budget
Allocation of Salary Reserve to Operational Divisions

BE IT HEREBY ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON, NORTH CAROLINA that the following amendment shall be made to the Fiscal Year 16-17 Operating Budget:

<u>Line Item</u>	<u>Description</u>	<u>Original Allocation</u>	<u>Adjustment</u>	<u>Amended Allocation</u>
100-40-00-55 00	Salary Reserve	\$100,000	-100,000	\$21,250
100-40-01-50-00	Legislative Salaries	\$74,022	+1,104	\$75,126
100-40-02-50-00	Admin Salaries	\$413,198	+5,250	\$418,448
100-40-04-50-00	HR Salaries	\$188,963	+3,095	\$192,058
100-41-02-50-00	Financial Serv Salaries	\$192,680	+4,306	\$196,986
100-41-05-50-00	IT Salaries	\$141,450	+1,006	\$142,456
100-41-10-50-00	Purch & Warh Salaries	\$100,607	+1,540	\$102,147
100-41-11-50-00	CS & Collection Salaries	\$265,084	+4,033	\$269,117
100-41-12-50-00	Meter Tech Salaries	\$99,380	+791	\$100,171
100-42-15-50-00	Planning Salaries	\$336,652	+4,724	\$341,376
100-42-16-50-00	Code Enf. Salaries	\$87,896	+1,522	\$89,418
100-50-02-50-00	Admin Salaries	\$250,554	+2,238	\$252,792
100-50-30-50-00	Investigation Salaries	\$460,480	+7,848	\$468,328
100-50-31-50-00	Patrol Salaries	\$1,325,490	+11,977	\$1,337,467
100-50-32-50-00	Special Ops Salaries	\$545,700	+9,079	\$554,779
100-52-02-50-00	Fire Admin Salaries	\$342,301	+5,411	\$347,712
100-52-40-50-00	Fire Operation Salaries	\$770,967	+9,778	\$780,745
100-55-02-50-00	PW Admin Salaries	\$256,278	+4,981	\$261,259
100-55-51-50-00	PW Engin Salaries	\$222,439	+1,648	\$224,087
100-55-52-50-00	PW Prop Main Salaries	\$475,846	+3,988	\$479,834
100-55-53-50-00	PW Veh Main Salaries	\$149,331	+475	\$149,806
100-55-55-50-00	PW Street Ops Salaries	\$285,454	+2,634	\$288,088
100-60-02-50-00	P&R Admin Salaries	\$186,372	+2,563	\$188,935
100-60-70-50-00	P&R Youth Ath Salaries	\$90,823	+1,142	\$91,965
100-60-73-50-00	Prog & Classes Salaries	\$45,240	+444	\$45,684
100-60-74-50-00	Facilities Maint Salaries	\$72,649	+405	\$73,054
100-65-02-50-00	Cul Arts Admin Salaries	\$164,217	+3,757	\$167,974
100-65-75-50-00	Facility Ent Salaries	\$83,919	+980	\$84,899

100-68-02-50-00	Library Admin Salaries	\$285,356	+3,281	288,637
300-56-00-55-00	Salary Reserve	\$5,500	-5,500	0
300-56-60-50-00	Operations Salaries	\$363,485	+2,356	\$365,841
300-56-61-50-00	Prevent Maint Salaries	\$252,044	+1,496	\$253,540
300-56-63-50-00	WWTP Salaries	\$287,632	+1,648	\$289,280
310-57-00-55-00	Salary Reserve	\$5,500	-5,500	0
310-57-02-50-00	Admin Salaries	\$181,775	+913	\$182,688
310-57-65-50-00	Operations Salaries	\$490,561	+4,587	\$495,148

Duly adopted this ____ day of _____, 2017 while in regular session.

Jody L. McLeod
Mayor

Attest:

Kimberly A. Moffett
Town Clerk



Town Council Agenda Cover Sheet

Meeting Date

June 19, 2017

Agenda Location

Administrative Items

Item Title

Capital Project Budget Ordinances

Presenter (Name & Title)

Robert McKie - Finance Director

Summary/Description

Establish Capital Project Budget Ordinances for the following approved projects to comply with G.S. 159-13.2:

1. ECIA Lift Station
2. Rollingwood Gravity Sewer Extension

Requested Action

Approval

Additional Documents To Be Included in Agenda Packet

Capital Project Budget Ordinance for the following projects:

1. ECIA Lift Station
2. Rollingwood Gravity Sewer Extension

**TOWN OF CLAYTON
ECIA LIFT STATION PROJECT
CAPITAL PROJECT BUDGET ORDINANCE**

BE IT HEREBY ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON that the following ordinance shall be established to construct a new lift station to serve both current and future expansion within the East Clayton Industrial Area:

Revenues

<u>Line Item</u>	<u>Description</u>	<u>Amount</u>
638-45 72	EDA-REDD Grant	\$2,645,500
638-49 81	Due from Water & Sewer Fund	\$2,145,500
	Total	\$4,791,000

Expenditures

<u>Line Item</u>	<u>Description</u>	<u>Amount</u>
638-56 00	Professional Services	\$800,000
638-58 31	Sewer Line Improvements	\$3,888,000
638-58 99	Contingency	103,000
	Total	\$4,791,000

Duly adopted this ____ day of _____, 2017 while in regular session.

Jody L. McLeod
Mayor

Attest:

Kimberly A. Moffett
Town Clerk

TOWN OF CLAYTON
ROLLINGWOOD GRAVITY SEWER EXTENSION PROJECT
CAPITAL PROJECT BUDGET ORDINANCE

BE IT HEREBY ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON that the following ordinance shall be established to replace the existing lift stations with the extension of gravity sewer service to Rollingwood and the surrounding area, which will provide flow and treatment flexibility:

Revenues

<u>Line Item</u>	<u>Description</u>	<u>Amount</u>
639-49 81	Due from Water & Sewer Fund	\$888,700
	Total	\$888,700

Expenditures

<u>Line Item</u>	<u>Description</u>	<u>Amount</u>
639-56 00	Professional Services	\$19,100
639-58 02	Easement Acquisition	\$2,250
639-58 31	Sewer Line Improvements	\$788,500
639-58 99	Contingency	\$78,850
	Total	\$888,700

Duly adopted this ____ day of _____, 2017 while in regular session.

Jody L. McLeod
Mayor

Attest:

Kimberly A. Moffett

Town Clerk



Town Council Agenda Cover Sheet

Meeting Date

June 19, 2017

Agenda Location

Items Scheduled for the Regular Meeting

Item Title

Horne Square Kiosk

Presenter (Name & Title)

Planning Dept.

Summary/Description

Presentation of Horne Square kiosk design, and request for authorization to purchase and install.

Requested Action

Approval

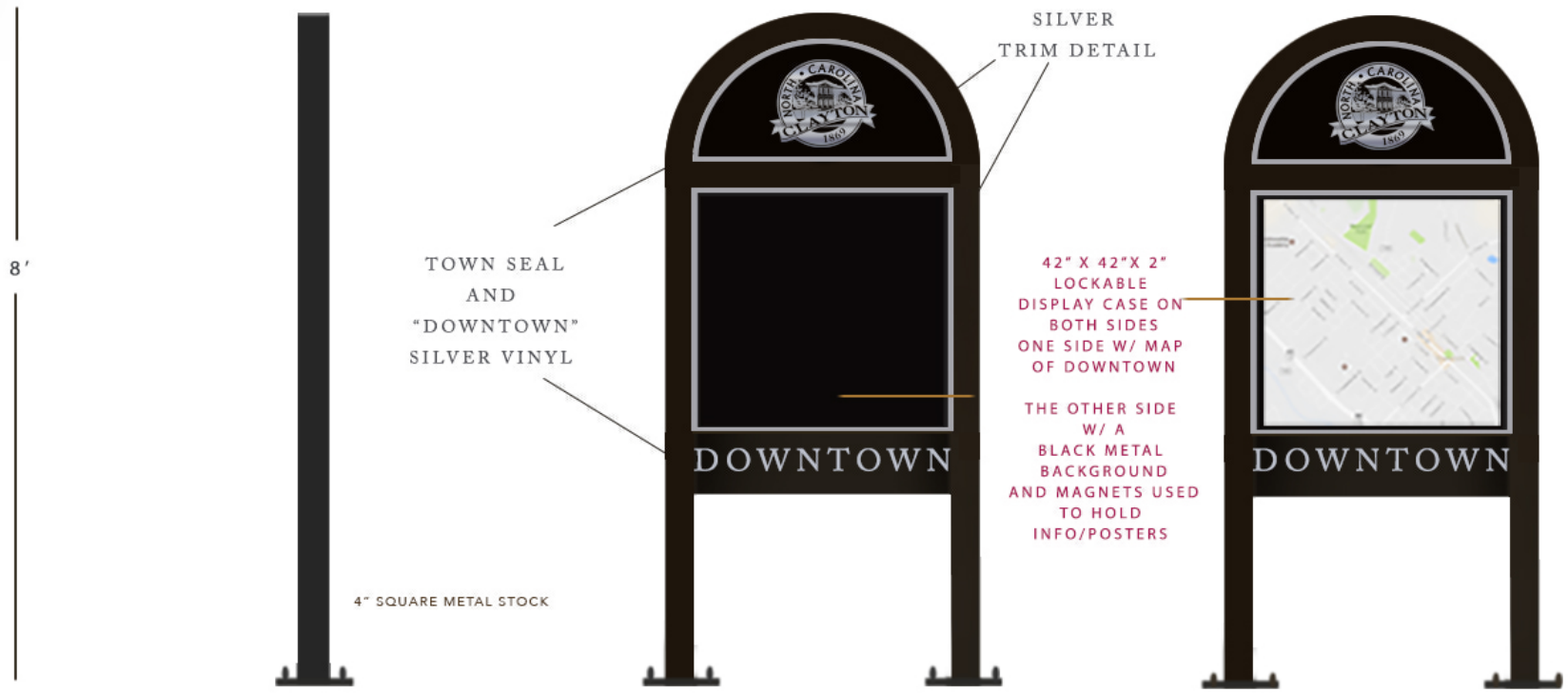
Additional Documents To Be Included in Agenda Packet

sketch/drawings of kiosk
quote for fabrication and installation

SIDE

FRONT

BACK



TOWN OF CLAYTON INFO KIOSK V2



PROJECT: TOWN OF CLAYTON INFO KIOSK
CLIENT: TOWN OF CLAYTON
CONCEPT DESIGN BY CLARK HIPOLITO

Town of Clayton
Jay McCleod
919-553-5002
111 E. 2nd St Clayton NC



Proposal:

Scope of work:

Fabrication of Downtown Clayton Information Kiosk.
Kiosk to be constructed out of steel w/ aerospace grade black and silver powder coat.
Final design similar to the drawing provided by the client.
Installation price included.

Project Cost = \$8500

TERMS

Revisions: Revisions can be made but the client will be responsible for fees to be charged for the amount of time (in hours) x \$125 per hr.

Payment Schedule: Deposit Amount of \$4250 shall be due before work begins,
and the remaining balance shall be due upon project completion.

Payment Terms: Payment shall be due when the invoice is presented. A one and one half (1.5%) monthly service charge will be billed against late payments. Grant of copyright is conditioned upon receipt of final payment, and upon Client's compliance with the terms of this agreement.

Cancellation Fees: In the event of Cancellation, Designer will be compensated for services performed through the date of the cancellation amount of a prorated portion of the fees due. Upon cancellation all rights to the work revert to the Designer and all original art must be returned, including sketches, comps, or

other preliminary materials.

Preliminary Works: Designer retains all rights in and to all Preliminary Designs. Client shall return all Preliminary Designs to Designer within thirty (30) days of completion of the project and all rights in and to any Preliminary Designs shall remain the exclusive property of Designer.

Permissions and Releases: The Client agrees to indemnify and hold the Designer harmless against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Design at the request of the Client for which no copyright permission or privacy release was requested, or for which uses exceed the uses allowed pursuant to a permission or release.

Miscellaneous: This Agreement shall be binding upon the parties, their heirs, successors, assigns, and personal representatives. This Agreement constitutes the entire understanding of the parties. Its terms can be modified only by a writing signed by both parties, except that the Client may authorize expenses or revisions orally. Any dispute arising out of this agreement will be resolved by negotiation between the parties. If they are unable to resolve the dispute, either party may commence mediation and/ or binding arbitration through the American Arbitration Association. A waiver of a breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions. This Agreement shall be governed by the laws of the State of California and courts of such state shall have exclusive jurisdiction and venue.

This Agreement must be signed and returned before this project begins.

Designer Signature + Date : _____

Print Designer Name : _____

Client Signature + Date : _____

Print Client Name : _____