



Town of Clayton
Town Council Regular Meeting Agenda
Monday, August 4, 2025 at 6:00 PM
Council Chambers, Town Hall
111 E. Second Street

THE PUBLIC MAY VIEW THE LIVE COUNCIL MEETING ON THE TOWN'S YOUTUBE CHANNEL:
<https://www.youtube.com/TownofClaytonNC>

1. CALL TO ORDER

- a. Call to Order
- b. Pledge of Allegiance
- c. Invocation

2. ADJUSTMENT OF THE AGENDA

- a. **POTENTIAL ACTION:** Adopt or Adjust the Agenda

3. CONSENT AGENDA

- a. Minutes
 - July 21, 2025 - Closed Session

Presenter: Heidi Holland, Town Clerk
- b. Resolution To Accept Public Utilities into The Town of Clayton Public Utility System for Maintenance – Walk at East Village Phase 4A & 4B
Presenter: Brant Lewis, Engineering Technician
[Resolution #2025-51](#)
- c. Certification of Sufficiency by Clerk: 2024-77-ANX Coulan Co. LLC
Presenter: Heidi Holland, Town Clerk
[Certificate of Sufficiency](#)
- d. Resolution to Schedule the Public Hearing for 2024-77-ANX: Coulan Company Annexation
Presenter: Robert Tate, AICP, Senior Planner
[Resolution #2025-58](#)
- e. Resolution Designating a Temporary Acting Clerk for the Town of Clayton
Presenter: Heidi Holland, Town Clerk
[Resolution #2025-67](#)
- f. Resolution Granting Wastewater Treatment Capacity 2024-146-SP-CD: Planet Fitness
Presenter: Michael Worner, Engineering Tech. II
[Resolution #2025-70](#)
- g. Resolution Directing the Clerk to Certify Sufficiency: 2025-40-ANX Clayton Village Center
Presenter: Haley Downey, Assistant Planning Director
[Resolution #2025-73](#)

- h. Resolution Granting Town Manager to Negotiate Terms for MOU for SRO Program
Presenter: Heidi Holland, Town Clerk
[Resolution #2025-78](#)
- i. MOU for SRO (School Resource Officer) Program
Presenter: Shaun Mizell, Procurement, Contracts and MWBE Manager
[SRO Contract](#)
- j. Easement Request - 886 John Street
Presenter: Heidi Holland, Town Clerk
[Easement Request - 886 John Street](#)
- k. Novo Nordisk Confined Space Rescue Agreement, Amendment No. 1
Presenter: Shaun Mizell, Procurement, Contracts and MWBE Manager
[Novo Nordisk Confined Space Rescue Agreement, Amendment No. 1](#)

POTENTIAL ACTION: Adoption of Consent Agenda as Presented

4. ADMINISTRATIVE ITEMS

- a. Clayton 4U
 - Stormwater*Presenter:* Nathanael Shelton, Communication Director
- b. Energy Audits
Presenter: Ann Game, Utility Billing Director

5. INTRODUCTIONS AND SPECIAL PRESENTATIONS

- a. NC811 Day Proclamation
Presenter: Council Member Casey to Present to Locators
[NC811 Day Proclamation](#)
- b. Commemorating NCEMPA's Final Debt Service Payment to Duke Energy
Presenter: Ann Game, Utility Billing Director
- c. Entry-Level Driver Training CDL Certification Recognition
Presenter: Jerome Parker, Safety Officer

6. PUBLIC HEARINGS

7. QUASI-JUDICIAL HEARING

8. OLD BUSINESS

9. NEW BUSINESS

10. STAFF REPORTS

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

11. OTHER BUSINESS

- a. Informal Discussion & Public Comment

- b. Council Comments

12. CLOSED SESSION

13. ADJOURNMENT

- a. Adjourn

POTENTIAL ACTION:

Motion To Adjourn

INFORMATION FOR THE PUBLIC

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.

7. QUASI-JUDICIAL HEARING

A quasi-judicial hearing resembles a court trial where testimony is presented. Citizens may give testimony in a quasi-judicial hearing after they have taken an oath. Town Council acts like a court of law and receives only sworn testimony and other credible evidence. In addition, the Town Council must make findings of fact based upon the evidence presented. The Town Council refrains from "ex parte communication" about these cases, as the Town Council must make a decision based solely on the evidence presented at the hearing itself. Staff is available to assist with inquiries from citizens.

11. OTHER BUSINESS – INFORMAL DISCUSSION & PUBLIC COMMENT

RULES FOR PERSONS ADDRESSING TOWN COUNCIL

- During public hearings and public comment periods, each speaker will identify him/herself by giving his or her name and place of residence.
- Each speaker will be limited to speaking one time on any topic. When you are finished speaking, please step away from the podium and be seated.
- Each speaker will be limited to three (3) minutes and each group's representative will be limited to a maximum of five (5) total minutes. Each group is encouraged to designate a single spokesperson for their group.



Town Council Regular Meeting Agenda Cover Sheet

Meeting Date

August 4, 2025

Agenda Location

CONSENT AGENDA

Item Title

Resolution To Accept Public Utilities into The Town of Clayton Public Utility System for Maintenance
– Walk at East Village Phase 4A & 4B

Presenter(s)

Brant Lewis, Engineering Technician

Suggested Action

Place on Consent Agenda

Strategic Priorities Alignment



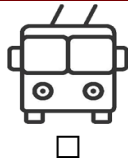
☐ Vibrant Downtown



☐ Desirable
Amenities and
Spaces



☒ Sustainable
Infrastructure



☐ Mobility,
Transportation,
and Transit



☐ Diversified
Economic
Development



☐ Community
Outreach and
Engagement



☐ Public Safety

Public Hearing: No

If Approved, Will Document Require Recordation? No

Does This Item Require a Communication Plan?

- | | |
|--|--|
| ☐ Public Hearing (Required by GS) | ☐ Public Hearing (Not Required by GS) |
| ☐ Newspaper Notice (Required by GS) | ☐ Newspaper Notice (Not Required by GS) |
| ☐ Public Forum/Input Session | ☐ Press Release |
| ☐ E-News Distribution | ☐ Website |
| ☐ Social Media | ☐ Survey |
| ☐ Special Mailing | ☒ None Required |

Summary

Public Utilities (water and sewer), their easements, and applicable apparatuses are required to be designed and built according to the Town of Clayton Manual of Standards, Specifications, and Design. The subject public utilities have been verified through testing and inspections to be installed per the Town's Manual of Standards, Specifications, and Design and have been certified and approved by the appropriate regulatory agencies. Engineering staff recommends acceptance of the subject public utility infrastructure and pump station.

Funding Source

N/A

Corresponding Documentation

[PH.4_UtilityFinalAcceptanceResolution](#)

Submitted By: Brant Lewis, Engineering

Reviewed By:

Michael Worner, Construction Project Administrator Approved - Jun 18 2025

Courtney Tanner, Deputy Town Manager Approved - Jul 16 2025

Heidi Holland, Town Clerk Approved - Jul 17 2025

Resolution To Accept Public Utilities into The Town of Clayton Public Utility System for Maintenance – Walk at East Village Phase 4A & 4B

WHEREAS, public utilities (water and sewer), their easements, and applicable apparatuses are required to be designed and built according to the Town of Clayton Manual of Standards, Specifications and Design; and

WHEREAS, the public utility segments listed below have been certified and approved by the appropriate regulatory agencies; and

WHEREAS, the public utility segments listed below were monitored and inspected for any construction deficiencies; and

WHEREAS, Town of Clayton Engineering staff has inspected the public utility segments listed below on June 10, 2025, and recommends final acceptance by Town Council for operation and maintenance by the Town:

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Clayton, North Carolina accept this list of public utilities and their apparatuses into the Town of Clayton Public Utility System.

SUBDIVISION	LOCATION DESCRIPTION	UTILITY TYPE AND SIZE	LENGTH
Walk at East Village 4A, 4B	Watauga Way	8" Waterline	654.00 LF
Walk at East Village 4A, 4B	Carteret Court	8" Waterline	872.00 LF
Total:			1526.00 LF

SUBDIVISION	LOCATION DESCRIPTION	UTILITY TYPE AND SIZE	LENGTH
Walk at East Village 4A, 4B	Watauga Way	8" Sanitary Sewer	602.00 LF
Walk at East Village 4A, 4B	Carteret Court	8" Sanitary Sewer	818.00 LF
Walk at East Village 4A, 4B	Sanitary Sewer Outfall	8" Sanitary Sewer	722.00 LF
Total:			2142.00 LF

Duly adopted this the 4th day of August 2025, while in regular session.

Jody L. McLeod
Mayor

ATTEST:

Heidi L. Holland, MMC, NCCMC
Town Clerk

**TOWN OF CLAYTON
CERTIFICATE OF SUFFICIENCY
Annexation Petition 2024-77-ANX**

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

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

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Clayton, this 24th day of July 2025.

Heidi L. Holland
Heidi L. Holland, MMC, NCCMC
Town Clerk

DESCRIPTION/ADDRESS:

Pin #: 167700-59-3446
Tax #: 05I05014A
Location: 3733 Powhatan Road
Non-Contiguous: 5.23 acres
Owner: Coulan Company, LLC





Town Council Regular Meeting Agenda Cover Sheet

Meeting Date

August 4, 2025

Agenda Location

CONSENT AGENDA

Item Title

Resolution to schedule the public hearing for 2024-77-ANX: Coulan Company Annexation

Presenter(s)

Robert Tate, AICP, Senior Planner

Suggested Action

Adoption of Resolution

Strategic Priorities Alignment



☐ Vibrant Downtown



☐ Desirable Amenities and Spaces



☐ Sustainable Infrastructure



☐ Mobility, Transportation, and Transit



☒ Diversified Economic Development



☐ Community Outreach and Engagement



☐ Public Safety

Public Hearing: No

Applicable General Statute Number: § 160A-58.1

If Approved, Will Document Require Recordation? No

Does This Item Require a Communication Plan?

- ☐ Public Hearing (Required by GS)
- ☐ Newspaper Notice (Required by GS)
- ☐ Public Forum/Input Session
- ☐ E-News Distribution
- ☐ Social Media

- ☐ Public Hearing (Not Required by GS)
- ☐ Newspaper Notice (Not Required by GS)
- ☐ Press Release
- ☐ Website
- ☐ Survey

☐ Special Mailing

☒ None Required

Updates Since Previous Presentation

N/A

Summary

Resolution to set a public hearing date of August 18, 2025 for annexation petition 2024-77-ANX Coulan Company.

Background/History

This annexation petition is for 3733 Powhatan Road. The requested annexation is non-contiguous but located within the Town of Clayton ETJ. The existing land use on the subject site is vacant and wooded. The applicant is requesting annexation into town limits to receive services for future development. The area to be annexed is approximately 5.23 acres and is identified as Johnston County Tax ID 05I05014A.

Recommendation

Approval

Funding Source

N/A

Corresponding Documentation

[1 ResolutionToSetPublicHearing_2024-77-ANX_CoulanCompany](#)

[2 AnnexationApplication_Coulan ANX_07232025](#)

[3 Plat_Coulan ANX_07232025](#)

[4 LegalDescription_Coulan ANX_07232025](#)

Meeting Timeline

July 21st: Resolution to authorize Town Clerk to investigate sufficiency

August 4th: Resolution to set the Public Hearing

August 18th: Town Council Public Hearing

Submitted By: Robert Tate, Planning

Reviewed By:

Haley Downey, Assistant Planning
Director

Approved - Jul 23 2025

Conrad Olmedo, Planning Director
Courtney Tanner, Deputy Town
Manager

Approved - Jul 28 2025

Approved - Jul 31 2025

Rich Cappola, Town Manager

Approved - Aug 01 2025

Heidi Holland, Town Clerk

Approved - Aug 01 2025

**TOWN OF CLAYTON
RESOLUTION TO SET A PUBLIC HEARING FOR
A PETITION RECEIVED UNDER NC G.S. 160A-58.1
Resolution: 2025-58**

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

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

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

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

SECTION 1. A public hearing on the question of annexation of the area described herein will be held at the Clayton Town Hall, Chambers, at 6:00 p.m. on Monday, August 18, 2025.

SECTION 2. The area proposed for annexation is described as follows:

Beginning at the approximate centerline intersection of Powhatan Road, NCSR 1901, and the North Carolina Railroad Company right-of-way, said point being the place and point of beginning;
Thence leaving the Powhatan Road centerline and following the center of the North Carolina Railroad Company right-of-way S53°09'15"E459.51 feet to an existing iron pipe;
Thence leaving the center of the North Carolina Railroad right-of-way S36°47'45"W 449.17 feet to an existing rebar;
Thence N53°25'18"W 355.26 feet to an existing iron pipe on the eastern right-of way of Powhatan Road; Thence N53°25'18"W 32.59 feet to a point in the approximate centerline of Powhatan Road; Thence with the approximate centerline of Powhatan Road along a curve having a Radius of 693.25 feet, an Arc Length of 189.70 feet, and a chord bearing and distance of N34°16'59"E 189.11 feet to a point; Thence N26°51'17"E367.41 feet to the place and point of beginning and containing 5.23 acres more or less.

Resolution #2025-58

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

Duly adopted this 4th day of August 2025, while in regular session.

ATTEST:

Jody L. McLeod
Mayor

Heidi Holland, MMC, NCCMC
Town Clerk

DESCRIPTION/ADDRESS:

Pin #: 167700-59-3446
Tax #: 05I05014A
Location: 3733 Powhatan Road
Acreage: 5.23 acres
Owner: Coulan Company, LLC

Resolution #2025-58



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

PETITION FOR VOLUNTARY ANNEXATION

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

Applications are accepted on a rolling basis and can be submitted to the Town of Clayton Planning Department.

Application Review Fee: \$300

PROCESS:

Review by Staff: The Planning, Engineering and Public Works Departments review the annexation submission. Comments will be sent to the applicant. There is an initial 15 business day review cycle with 3 Council hearing meetings. Expect an estimated minimum of 2-3 months for review/approval.

Annexation Plat and Legal Description (Metes & Bounds) Submission: The plat and a legal description (metes and bounds) must be submitted with the application and review fee.

Is the proposed land for annexation located outside the Claytex Fire District? ☒ Yes ☐ No

**If the proposed land for annexation is located outside of the Claytex Fire District, the Fire District in which the land is located must be notified by the Town, and a payment from the applicant to the Town covering the proportional share of Fire District Debt of the land (as determined by the Fire District) will be required to be made. This process will increase the timeline for approval of these annexations.*

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

Town Council Meeting: The Town Council will pass a resolution directing the Town Clerk to investigate the annexation petition. The Town Clerk will present to the Town Council a Certificate of Sufficiency indicating that the annexation petition is complete. A resolution setting the date of the public hearing is then approved. These first two actions generally occur during the Consent Agenda item on 2 consecutive Town Council meetings.

Public Hearing/Town Council Meeting: The Town Council will either adopt or deny an ordinance to extend the corporate limits of the Town of Clayton. The Public Hearing is generally held during the 3rd Council meeting, following approval of the Certificated Sufficiency and Resolution setting the Public Hearing date.

Recordation: If the annexation is approved by the Town Council, the applicant is required to submit one (1) Mylar annexation plat to the Planning Department for signature. The Annexation Plat shall be recorded at the appropriate county Register of Deeds.

Revised July 2023

Name of Project: The Coulan Company, LLC Date: 8-12-2024
Applicant Name: Harold B. Kivlan, IV Phone: 703-980-1448 Email: brad@fluorofusion.com

Petition for Voluntary Annexation Application

1. Application Type: ☐ Individual ☐ Corporation ☒ LLC ☐ Partnership
2. The proposed annexation will be: ☐ Contiguous Annexation ☒ Non-Contiguous Annexation

Property Information

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

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

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

2. The area to be annexed is ☐ contiguous, ☒ non-contiguous to the Town of Clayton, North Carolina and the boundaries of such territory are as provided in the boundary plat attached hereto.
3. If contiguous, this annexation will include all intervening rights-of-way for streets, railroads, and other areas as stated in G.S. 160A-31(f), unless otherwise stated in the annexation amendment.
4. Attached is a statement of the schedule for full development of the property to be annexed, which includes the type, number, and estimated value of planned improvements, if applicable.

Total Acreage to be annexed: 5.23 Existing Housing Units: 0

Population of acreage to be annexed: 0 Fire District: Wilsons Mills

Existing Zoning District*: HID Proposed Town Zoning District*: HID

County Recorded Plat Book and Page #: NA

Reason for petitioner to annex: ☒ Receive Town Services ☐ Other (please specify): _____

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

FOR OFFICE USE ONLY

Date Received: _____ Amount Paid: _____ Petition Number: _____

This page must be notarized prior to submitting to the Town for review

Complete ONLY if applying for an individual annexation and if property is owned by individual (s):

_____	_____
Please Print	Signature
_____	_____
Please Print	Signature

Complete ONLY if applying for a Corporation Annexation:

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its secretary by order of its Board of Directors, this ____ day of _____, 20____.

SEAL _____

Corporate Name: _____

By: _____

(Signature)

Attest: _____

Secretary (Signature)

Complete ONLY if applying for a Limited Liability Company Annexation:

In witness whereof, The Coulan Company, LLC _____ a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this 12th day of August, 2024.

Name of Limited Liability Company: The Coulan Company, LLC

By: *Harold B. Kivlan, IV*

Signature of Member/Manager

Complete ONLY if applying for a Partnership Annexation:

In witness whereof, _____ a partnership, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this ____ day of _____, 20____.

Name of Partnership: _____

By: _____

Signature of General Partner

By: _____

Signature of General Partner

**STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON**

Sworn and subscribed before me, Harold B. Kivlan, IV, a Notary Public for the above State and County, this 12th day of August, 2024.

SEAL **Steven S. Sanderson**
Notary Public
Wake County, NC
My Commission Expires 11-3-27

Harold B. Kivlan, IV

Notary Public

My Commission Expires: 11-3-2027

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

Beginning at the approximate centerline intersection of Powhatan Road, NCSR 1901, and the North Carolina Railroad Company right-of-way, said point being the place and point of beginning;

Thence leaving the Powhatan Road centerline and following the center of the North Carolina Railroad Company right-of-way S53°09'15"E 459.51 feet to an existing iron pipe;

Thence leaving the center of the North Carolina Railroad right-of-way S36°47'45"W 99.64 feet to an existing iron pipe;

Thence S36°47'45"W 449.17 feet to an existing rebar;

Thence N53°25'18"W 355.26 feet to an existing iron pipe on the eastern right-of-way of Powhatan Road;

Thence N53°25'18"W 32.59 feet to a point in the approximate centerline of Powhatan Road;

Thence with the approximate centerline of Powhatan Road along a curve having a Radius of 693.25 feet, an Arc Length of 189.70 feet, and a chord bearing and distance of N34°16'59"E 189.11 feet to a point;

Thence N26°51'17"E 367.41 feet to the place and point of beginning and containing 5.23 acres more or less.



Town Council Regular Meeting Agenda Cover Sheet

Meeting Date

August 4, 2025

Agenda Location

CONSENT AGENDA

Item Title

Resolution Designating a Temporary Acting Clerk for the Town of Clayton

Presenter(s)

Heidi Holland, Town Clerk

Suggested Action

Place on Consent Agenda - Resolution #2025-67

Strategic Priorities Alignment



☐
Vibrant Downtown



☐
Desirable
Amenities and
Spaces



☐
Sustainable
Infrastructure



☐
Mobility,
Transportation,
and Transit



☐
Diversified
Economic
Development



☐
Community
Outreach and
Engagement



☐
Public Safety

Public Hearing: No

If Approved, Will Document Require Recordation? No

Does This Item Require a Communication Plan?

☐ Public Hearing (Required by GS)

☐ Newspaper Notice (Required by GS)

☐ Public Forum/Input Session

☐ E-News Distribution

☐ Social Media

☐ Special Mailing

☐ Public Hearing (Not Required by GS)

☐ Newspaper Notice (Not Required by GS)

☐ Press Release

☐ Website

☐ Survey

☐ None Required

Summary

At the August 18, 2025, regular session of the Town Council, both the Town Clerk and Deputy Town Clerk will be unavailable. In accordance with NCGS 160A-171, this resolution designates a temporary Acting Clerk to serve for that meeting only, in the absence of both clerks.

Funding Source

N/A

Corresponding Documentation

[Resolution Designating a Temporary Acting Clerk For the Town of Clayton](#)

Submitted By: Heidi Holland, Clerks

Reviewed By:

Rich Cappola, Town Manager

Approved - Jul 31 2025

**RESOLUTION DESIGNATING A TEMPORARY ACTING CLERK
FOR THE TOWN OF CLAYTON**

WHEREAS, the Town of Clayton Town Clerk and Deputy Town Clerk are unable to attend the regular meeting of the Clayton Town Council scheduled for Monday, August 18, 2025; and

WHEREAS, the duties of the Clerk, as set forth in North Carolina General Statute § 160A-171 and applicable local ordinances, include attending all meetings of the Council, keeping a journal of its proceedings, and performing other duties as required by law or direction of the Council; and

WHEREAS, it is necessary to appoint a temporary Acting Clerk to carry out these responsibilities during the Clerk's absence.

NOW, THEREFORE, BE IT RESOLVED BY THE CLAYTON TOWN COUNCIL OF THE TOWN OF CLAYTON, NORTH CAROLINA:

1. That Michelle Snyder, Executive Assistant to the Town Manager, is hereby appointed to serve as Acting Clerk for the Council meeting on Monday, August 18, 2025.
2. That the Acting Clerk shall have full authority to perform the statutory and customary duties of the Town Clerk for the duration of the designated meeting subsequent thereto, including preparation of the minutes and certification of actions taken.

Duly adopted this 4th day of August 2025 while in regular session.

ATTEST:

Jody L. McLeod
Mayor

Heidi Holland, MMC, NCCMC
Town Clerk



Town Council Regular Meeting Agenda Cover Sheet

Meeting Date

August 4, 2025

Agenda Location

CONSENT AGENDA

Item Title

Resolution Granting Wastewater Treatment Capacity 2024-146-SP-CD: Planet Fitness

Presenter(s)

Michael Worner, Engineering Tech. II

Suggested Action

Place on Consent Agenda

Strategic Priorities Alignment



☐ Vibrant Downtown



☐ Desirable Amenities and Spaces



☒ Sustainable Infrastructure



☐ Mobility, Transportation, and Transit



☐ Diversified Economic Development



☐ Community Outreach and Engagement



☐ Public Safety

Public Hearing: No

If Approved, Will Document Require Recordation? No

Does This Item Require a Communication Plan?

☐ Public Hearing (Required by GS)

☐ Newspaper Notice (Required by GS)

☐ Public Forum/Input Session

☐ E-News Distribution

☐ Social Media

☐ Special Mailing

☐ Public Hearing (Not Required by GS)

☐ Newspaper Notice (Not Required by GS)

☐ Press Release

☐ Website

☐ Survey

☒ None Required

Summary

The Planet Fitness has made an application for Town of Clayton Wastewater Allocation to support its new fitness center located at 150 Blakey Street (Project 2024-146-SP-CD) in Clayton, NC. The applicant requests a wastewater allocation of 12,000 gallons per day. Per Town of Clayton Wastewater Allocation Policy, requests greater than 10,000 gpd must be approved by Town Council. Staff recommends approval of the Resolution #2052-70 granting 12,000 gallons per day to the project.

Funding Source

N/A

Corresponding Documentation

[Planet Fitness Wastewater Resolution](#)

Submitted By: Michael Worner, Engineering

Reviewed By:

Courtney Tanner, Deputy Town
Manager

Approved - Jul 31 2025

Rich Cappola, Town Manager

Approved - Aug 01 2025

Heidi Holland, Town Clerk

Approved - Aug 01 2025

**APPROVAL OF A RESOLUTION GRANTING WASTEWATER TREATMENT CAPACITY
2024-146-SP-CD: PLANET FITNESS**

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

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

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

WHEREAS, the Town of Clayton is constructing a new wastewater treatment facility permitted to treat up to 6 million gallons daily and expected to be completed by early 2026; and

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

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

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

1. The Town of Clayton has, according to the most recent accounting, sufficient excess, and unallocated treatment capacity to approve additional allocation subject to the completion of the Sam's Branch Wastewater Reclamation Facility.
2. Such available capacity may be made available to users in accordance with regulatory and legal parameters established to ensure satisfactory treatment plant operation.
3. A total allocation for wastewater treatment capacity is granted in the amount of 12,000 gallons per day (GPD) to Planet Fitness.
4. Allocation for wastewater treatment capacity will be allotted accordingly unless otherwise modified by the Engineering Director due to treatment capacity availability and regulatory requirements at time of permitting. In the event treatment capacity is unavailable at time of permitting, the Engineering Director will make a good faith effort to execute project permits and forms as soon as treatment capacity is available.

5. Said allocation is approved subject to and conditioned upon review and approval of all required regulatory processes.
6. Said allocation is non-transferable, non-assignable, and made for the projects as described and for the noted location unless explicitly approved by the Town of Clayton.
7. Said allocation may be revoked or reclaimed in accordance with the policies of the Town of Clayton as adopted or amended now or in the future. No property right is conferred with the granting of an allocation except as otherwise explicitly allowed by policy, ordinance, or action of the Town of Clayton.
8. Said allocation is subject to payment of applicable fees in accordance with adopted ordinances, policies, and fee schedules of the Town of Clayton.
9. Said allocation is subject to expiration one (1) year from the approved date if the project has not progressed in construction plan approval, building-permit approval, or on-site construction. Upon request in writing, the Engineering Director may grant a one (1) year extension.
10. This resolution solely pertains to the granting of wastewater treatment capacity. It does not guarantee the availability or adequacy of wastewater transmission or conveyance capacity. Transmission capacity may be limited or conditioned by the status of downstream infrastructure, system hydraulics, or required improvements, and may also be subject to the terms and constraints of agreements with external or adjacent partner agencies. Any necessary upgrades for transmission shall be the responsibility of the applicant and shall comply with all applicable standards, regulations, and approvals

Duly adopted this 4th day of August 2025, while in regular session.

Jody L. McLeod
Mayor

ATTEST:

Heidi L. Holland, MMC, NCCMC
Town Clerk

Resolution #2025-70



Town Council Regular Meeting Agenda Cover Sheet

Meeting Date

August 4, 2025

Agenda Location

CONSENT AGENDA

Item Title

Resolution Directing the Clerk to Certify Sufficiency: 2025-40-ANX Clayton Village Center

Presenter(s)

Haley Downey, Assistant Planning Director

Suggested Action

Place on Consent Agenda - Resolution #2025-73

Strategic Priorities Alignment



☐ Vibrant Downtown



☒ Desirable Amenities and Spaces



☐ Sustainable Infrastructure



☐ Mobility, Transportation, and Transit



☒ Diversified Economic Development



☐ Community Outreach and Engagement



☐ Public Safety

Public Hearing: No

Applicable General Statute Number: 160A-31

If Approved, Will Document Require Recordation? No

Does This Item Require a Communication Plan?

☐ Public Hearing (Required by GS)

☐ Newspaper Notice (Required by GS)

☐ Public Forum/Input Session

☐ E-News Distribution

☐ Social Media

☐ Public Hearing (Not Required by GS)

☐ Newspaper Notice (Not Required by GS)

☐ Press Release

☐ Website

☐ Survey

☐ Special Mailing

☒ None Required

Summary

The applicant is requesting a contiguous annexation of 2.89 acres of land currently located in the Town's ETJ. This request is made to receive Town services for future development of the parcels. There are six parcels included in this request, consisting of a cumulative 12.39 acres. Of that, 9.50 acres are already located in the corporate limits. Annexation of the remaining 2.89 acres is needed prior to Construction Drawing approval of the associated development proposal.

Background/History

This annexation request is made following Conditional Rezoning of the subject properties in 2022 to allow for the development of multi-family and retail on the properties. This was approved via 2022-158-CZM and is under modification via 2025-34-CZM (scheduled for Council Public Hearing on August 18, 2025).

Following approval of the associated Conditional Rezoning in 2022, the applicant received Site Plan approval for development of the property in accordance with the associated Master Plan. The development is now under Construction Drawing review. Prior to approval of construction drawings, annexation is required to receive Town services.

Recommendation

Approval

Funding Source

N/A

Cost

N/A

Corresponding Documentation

[1 Resolution to Direct Clerk ClaytonVillageANX_07212025](#)

[2 Application ClaytonVillageANX_07222025](#)

[3 Legal Description Clayton Village ANX_07212025](#)

[4 Plat Clayton Village ANX_07212025](#)

Meeting Timeline

August 4, 2025: Resolution for Clerk to Verify the Sufficiency of the Request

August 18, 2025: Resolution to Set a Public Hearing

September 2, 2025: Public Hearing

Submitted By: Haley Downey, Planning

Reviewed By:

Haley Downey, Assistant Planning
Director

Approved - Jul 22 2025

Conrad Olmedo, Planning Director

Approved - Jul 22 2025

Courtney Tanner, Deputy Town
Manager

Approved - Jul 28 2025

Rich Cappola, Town Manager

Approved - Jul 31 2025

Heidi Holland, Town Clerk

Approved - Jul 31 2025

**TOWN OF CLAYTON
RESOLUTION DIRECTING THE CLERK TO INVESTIGATE
A PETITION RECEIVED UNDER NC G.S. 160A-31
2025-40-ANX Clayton Village Annexation**

RESOLUTION #2025-73

WHEREAS, a petition requesting annexation of an area described in said petition was received on Monday, August 4, 2025 by the Clayton Town Council; and

WHEREAS, NC G.S. 160A-31 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Town Council of the Town of Clayton deems it advisable to proceed in response to this request for annexation.

WHEREAS, the area proposed for annexation is described as follows:

TRACT 1

PIN: 166811-75-4247 (portion of)
Johnston County Tax ID: 05A01006

Lying and being in Clayton Township of Johnston County, and being more particularly described as follows: Beginning at a iron pipe, said pipe being the northwest corner of Clayton Corner LLC, Deed Book 5711 Page 510, thence N50°41'03"E, 110.28' to a point, thence S71°29'20"E, 87.17' to an iron rebar, thence S50°36'15"W, 56.44' to an iron pipe, thence S50°50'48"W, 173.74' to an iron pipe, thence N05°43'45"E, 12.47' to a point, thence N05°43'45"E, 60.00' to an iron pipe, thence N05°43'45"E, 31.37' to the point of beginning, being 0.29 acres (12,548 square feet), and being a portion of Clayton Corner, LLC as shown in Deed Book 5711 Page 510, and being a portion of PIN: 166811-75-4247.

TRACT 2

PIN: 166811-75-2127
Johnston County Tax ID: 05A01009

Lying and being in Clayton Township of Johnston County, and being more particularly described as follows: Beginning at an iron pipe on the eastern right-of-way of Wildwood Drive, said pipe being the northwest corner of Clayton Village Center, LLC, Deed Book 5716 Page 48, and being the northwest corner of Lot 17 as shown on Plat Book 7 Page 213, thence S89°53'05"E, 242.58' to an iron pipe, thence S05°43'45"W, 60.00' to a point, thence N89°57'16"W, 236.71' to a point on the eastern right-of-way of Wildwood Drive, thence along said right-of-way, N00°06'46"E, 60.00' to the point of beginning, being 0.33 acres (14,344 square feet), and being all of Lot 17 as shown on Plat Book 7 Page 213, and being all of PIN: 166811-75-2127.

TRACT 3

PIN: 166811-75-2111
Johnston County Tax ID: 05A01009A

Lying and being in Clayton Township of Johnston County, and being more particularly described as follows: Beginning at a point on the eastern right-of-way of Wildwood Drive, said point being the northwest corner of Clayton Village Center, LLC, Deed Book 5716 Page 48, and being the northwest corner of Lot 18 as shown on Plat Book 7 Page 213, thence leaving said right-of-way, S89°57'16"E, 236.71' to a point, thence S05°43'45"W, 12.47' to an iron pipe, thence S42°37'59"E, 64.73' to a point, thence N89°57'22"W, 279.42' to a point on the eastern right-of-way of Wildwood Drive, thence along said right-of-way, N00°06'46"E, 60.00' to the point of beginning, being 0.35 acres (15,182 square feet), and being all of Lot 18 as shown on Plat Book 7 Page 213, and being all of PIN: 166811-75-2111.

TRACT 4
PIN: 166800-74-6900 (portion of)
Johnston County Tax ID: 05A01013

Lying and being in Clayton Township of Johnston County, and being more particularly described as follows: Beginning at a point on the eastern right-of-way of Wildwood Drive, said point being the northwest corner of Clayton Village Center, LLC, Deed Book 5334 Page 267, and being the northwest corner of Tract 2 as shown on Plat Book 72 Page 481, thence S89°57'22"E, 279.42' to a point, thence S42°37'59"E, 81.61' to a point, thence N89°57'22"W, 327.82' to a point, thence S00°06'46"W, 121.30' to a point, thence S89°56'46"W, 7.00' to an iron rebar on the eastern right-of-way of Wildwood Drive, thence along said right-of-way, N00°06'46"E, 181.31' to the point of beginning, being 0.44 acres (19,276 square feet), and being a portion of Tract 2 as shown on Plat Book 72 Page 481 and being a portion of PIN: 166800-74-6900.

TRACT 5
PIN: 166800-74-6900 (portion of)
Johnston County Tax ID: 05A01013

Lying and being in Clayton Township of Johnston County, and being more particularly described as follows: Beginning at a point on the eastern right-of-way of Wildwood Drive, said point being the southwest corner of Clayton Village Center, LLC, Deed Book 5334 Page 267, and being the southwest corner of Tract 2 as shown on Plat Book 72 Page 481, thence along said right-of-way, N00°14'57"W, 180.27' to an iron rebar, thence N00°48'49"W, 60.13' to an iron pipe, thence leaving said right-of-way, S89°58'42"E, 350.13' to an iron pipe, thence S01°54'29"W, 60.16' to a point, thence N89°58'42"W, 333.28' to a point, thence S00°14'57"E, 180.26' to a point, thence S89°58'50"W, 14.00' to the point of beginning, being 0.54 acres (23,490 square feet), and being a portion of Tract 2 as shown on Plat Book 72 Page 481 and being a portion of PIN: 166800-74-6900.

TRACT 6
PIN: 166800-74-2476

Johnston County Tax ID: 05A01016

Lying and being in Clayton Township of Johnston County, and being more particularly described as follows: Beginning at an iron pipe on the eastern right-of-way of Wildwood Drive, said pipe being the northwest corner of Lot 29 as shown on Plat Book 7 Page 213, and being the property of Clayton Village Center, LLC, Deed Book 5716 Page 50, thence leaving said right-of-way, N89°58'50"E, 342.58' to an iron pipe, thence S01°28'56"W, 60.00' to a point, thence, S89°58'44"W, 342.17' to a point on the eastern right-of-way of Wildwood Drive, thence along said right-of-way, N01°04'55"E, 60.00' to the point of beginning, being 0.47 acres (20,537 square feet), and being Lot 29 as shown on Plat Book 7 Page 213 and being all of PIN: 166800-74-2476.

TRACT 7

PIN: 166800-74-2470

Johnston County Tax ID: 05A01018

Lying and being in Clayton Township of Johnston County, and being more particularly described as follows: Beginning at a point on the eastern right-of-way of Wildwood Drive, said point being the northwest corner of Lot 30 as shown on Plat Book 7 Page 213, and being the property of Clayton Village Center, LLC, Deed Book 5716 Page 50, thence leaving said right-of-way, N89°58'44"E, 342.17' to a point, thence S01°28'56"W, 60.00' to an iron pipe, thence S89°58'38"W, 341.74' to an iron pipe on the eastern right-of-way of Wildwood Drive, thence along said right-of-way, N01°04'55"E, 60.00' to the point of beginning, being 0.47 acres (20,512 square feet), and being Lot 30 as shown on Plat Book 7 Page 213 and being all of PIN: 166800-74-2470.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Clayton that: The Town Clerk is hereby directed to investigate the sufficiency of the below-described petition and to certify as soon as possible to the Town of Clayton the result of her investigation.

Duly adopted this on the 4th day of August 2025, while in regular session.

Jody L. McLeod

ATTEST: Mayor

Heidi Holland, CMC, NCCMC
Town Clerk

DESCRIPTION/ADDRESS:

Pin #s: 166811-75-4247, 166811-75-2127, 166811-75-2111, 166800-74-6900,
166800-74-2476, and 166800-74-2470

Tax #s: 05A01006, 05A01009, 05A01009A, 05A01013, 05A01016, and 05A01018

Location: Located on the southerly side of Clayton Blvd, east of the intersection of Buckhorn Branch Park, west of the intersection Hardee Lane, and easterly of Wildwood Drive with unassigned addresses.

Acreage: A total of approximately 2.89 acres to be annexed

Owner: Clayton Corner, LLC and Clayton Village Center, LLC



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

PETITION FOR VOLUNTARY ANNEXATION

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

Applications are accepted on a rolling basis and can be submitted to the Town of Clayton Planning Department.

www.ClaytonNC.org/Fees

Applicable Fees: Development Submittal Fees Annexation

PROCESS:

Review by Staff: The Planning, Engineering and Public Works Departments review the annexation submission. Comments will be sent to the applicant. There is an initial 15 business day review cycle with 3 Council hearing meetings. Expect an estimated minimum of 2-3 months for review/approval.

Annexation Plat and Legal Description (Metes & Bounds) Submission: The plat and a legal description (metes and bounds) must be submitted with the application and review fee.

Is the proposed land for annexation located outside the Claytex Fire District? ____ Yes ☒ No

**If the proposed land for annexation is located outside of the Claytex Fire District, the Fire District in which the land is located must be notified by the Town, and a payment from the applicant to the Town covering the proportional share of Fire District Debt of the land (as determined by the Fire District) will be required to be made. This process will increase the timeline for approval of these annexations.*

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

Town Council Meeting: The Town Council will pass a resolution directing the Town Clerk to investigate the annexation petition. The Town Clerk will present to the Town Council a Certificate of Sufficiency indicating that the annexation petition is complete. A resolution setting the date of the public hearing is then approved. These first two actions generally occur during the Consent Agenda item on 2 consecutive Town Council meetings.

Public Hearing/Town Council Meeting: The Town Council will either adopt or deny an ordinance to extend the corporate limits of the Town of Clayton. The Public Hearing is generally held during the 3rd Council meeting, following approval of the Certificated Sufficiency and Resolution setting the Public Hearing date.

Recordation: If the annexation is approved by the Town Council, the applicant is required to submit one (1) Mylar annexation plat to the Planning Department for signature. The Annexation Plat shall be recorded at the appropriate county Register of Deeds.

Name of Project: Clayton Village Date: 04/01/2025
Applicant Name: RiverWILD Phone: (919) 901-3178 Email: Dave@StayWILD.com

Petition for Voluntary Annexation Application

1. Application Type: ☐ Individual ☐ Corporation ☒ LLC ☐ Partnership
2. The proposed annexation will be: ☒ Contiguous Annexation ☐ Non-Contiguous Annexation

Property Information

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

1. I/We the undersigned owner(s)* of real property respectfully request that the area described in Paragraph 2 below be annexed to the Town of Clayton, North Carolina.
- *If the owner of real property is a corporation or religious entity, attach a copy of the articles of incorporation describing who is/are authorized to sign the petition.
2. The area to be annexed is ☒ contiguous, ☐ non-contiguous to the Town of Clayton, North Carolina and the boundaries of such territory are as provided in the boundary plat attached hereto.
3. If contiguous, this annexation will include all intervening rights-of-way for streets, railroads, and other areas as stated in G.S. 160A-31(f), unless otherwise stated in the annexation amendment.
4. Attached is a statement of the schedule for full development of the property to be annexed, which includes the type, number, and estimated value of planned improvements, if applicable.
- Total Acreage to be annexed: 2.89 Existing Housing Units: 3
Population of acreage to be annexed: 0 Fire District: Claytex
Existing Zoning District*: CZ-MU, RLL, CRM Proposed Town Zoning District*: CZM
County Recorded Plat Book and Page #: PB 94 PG 255
Reason for petitioner to annex: ☐ Receive Town Services ☒ Other (please specify): Voluntary
5. **I/We** acknowledge that any zoning vested rights acquired pursuant to G.S. 160A-385.1 or G.S. 153A-344.1 must be declared and identified on this petition. I/We further acknowledge that failure to declare such rights on this petition shall result in the termination of vested rights previously acquired for the property. (If zoning vested rights are claimed, indicate on the following page, and attach proof.)

FOR OFFICE USE ONLY

Date Received: _____ Amount Paid: _____ Petition Number: _____

This page must be notarized prior to submitting to the Town for review

Complete ONLY if applying for an individual annexation and if property is owned by individual (s):

_____ Please Print	_____ Signature
_____ Please Print	_____ Signature

Complete ONLY if applying for a Corporation Annexation:

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its secretary by order of its Board of Directors, this ____ day of _____, 20____.

SEAL

Corporate Name: _____

By: _____
(Signature)

Attest: _____
Secretary (Signature)

Complete ONLY if applying for a Limited Liability Company Annexation:

In witness whereof, Clayton Village Center a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this 26th day of March, 2025.

Name of Limited Liability Company: Clayton Village Center, LLC

By: [Signature]
Signature of Member/Manager

Complete ONLY if applying for a Partnership Annexation:

In witness whereof, _____ a partnership, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this ____ day of _____, 20____.

Name of Partnership: _____

By: _____
Signature of General Partner

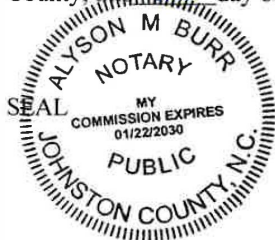
By: _____

By: _____
Signature of General Partner

By: _____

**STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON**

Sworn and subscribed before me, Alyson M. Burr, a Notary Public for the above State and County, this 26th day of March, 2025.



[Signature]
Notary Public

My Commission Expires: January 22 2030

June 2024

Page 3 of 4

This page must be notarized prior to submitting to the Town for review

Complete ONLY if applying for an individual annexation and if property is owned by individual (s):

Please Print

Please Print

Signature

Signature

Complete ONLY if applying for a Corporation Annexation:

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its secretary by order of its Board of Directors, this ____ day of _____, 20__.

SEAL
Corporate Name: _____
By: _____
(Signature)
Attest: _____
Secretary (Signature)

Complete ONLY if applying for a Limited Liability Company Annexation:

In witness whereof, Clayton Corne a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this 12th day of March, 2025.

Name of Limited Liability Company: Clayton CORNER, LLC

By: [Signature]
Signature of Member/Manager

Complete ONLY if applying for a Partnership Annexation:

In witness whereof, _____ a partnership, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this ____ day of _____, 20__.

Name of Partnership: _____

By: _____
Signature of General Partner

By: _____

By: _____
Signature of General Partner

By: _____

**STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON**

Sworn and subscribed before me, Alyson M. Burr, a Notary Public for the above State and County, this 26th day of March, 2025.



[Signature]
Notary Public

My Commission Expires: January 22 2030

Voluntary Annexation Plat Checklist

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



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

OWNER'S CONSENT FORM

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

Project Name: Clayton Village Center Address or PIN #: 166811-75-4247

AGENT/APPLICANT INFORMATION:

RiverWILD, LLC 114 W. Main Street
(Name - type, print clearly) (Address)
Clayton, NC 27520
(City, State, Zip)

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

ALL Annexation & Rezoning Processes ALL Construction Drawing Applications & Processing
ALL Entitlement Applications & Processes

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

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

OWNER AUTHORIZATION:

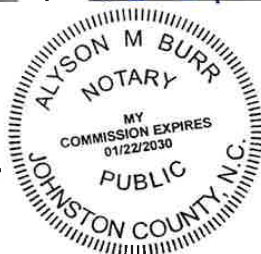
Abdul Kamalpasha, Managing Member of Clayton Corner, LLC 109 Elway Drive
(Name - type, print clearly) (Address)
Clayton, NC 27527
(City, State, Zip)

STATE OF North Carolina
COUNTY OF Johnston

Sworn and subscribed before me Alyson M Burr, a Notary Public for the above State and County, this the 26th day of March, 2025.

SEAL

July 2018



Notary Public

My Commission
Expires:

January 22 2030



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

OWNER'S CONSENT FORM

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

Project Name: Clayton Village Center Address or PIN #: 166800-74-6900, 166811-75-2127, 166811-75-2111, 166800-74-2476, 166800-74-2470

AGENT/APPLICANT INFORMATION:

RiverWILD, LLC
(Name - type, print clearly)

114 W. Main Street
(Address)
Clayton, NC 27520
(City, State, Zip)

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

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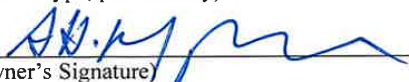
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I hereby certify that I have authority to execute this consent form as/on behalf of the property owner. I understand that any false, inaccurate or incomplete information provided by me or my agent will result in the denial, revocation or administrative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

OWNER AUTHORIZATION:

Abdul Kamalpasha, Managing Member of Clayton Village Center, LLC
(Name - type, print clearly)

109 Elway Drive
(Address)

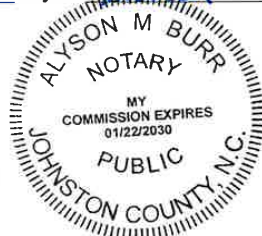

(Owner's Signature)

Clayton, NC 27527
(City, State, Zip)

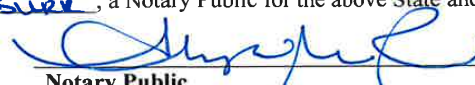
STATE OF North Carolina
COUNTY OF Johnston

Sworn and subscribed before me Alyson M Burr, a Notary Public for the above State and County, this the 20th day of March, 2025.

SEAL



July 2018


Notary Public

My Commission
Expires:

January 22 2030

CLAYTON VILLAGE
ANNEXATION REQUEST

TRACT 1

PIN: 166811-75-4247 (portion of)

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TRACT 2

PIN: 166811-75-2127

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PIN: 166811-75-2111

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TRACT 5

PIN: 166800-74-6900 (portion of)

Lying and being in Clayton Township of Johnston County, and being more particularly described as follows: Beginning at a point on the eastern right-of-way of Wildwood Drive, said point being the southwest corner of Clayton Village Center, LLC, Deed Book 5334 Page 267, and being the southwest corner of Tract 2 as shown on Plat Book 72 Page 481, thence along said right-of-way, N00°14'57"W, 180.27' to an iron rebar, thence N00°48'49"W, 60.13' to an iron pipe, thence leaving said right-of-way, S89°58'42"E, 350.13' to an iron pipe, thence S01°54'29"W, 60.16' to a point, thence N89°58'42"W, 333.28' to a point, thence S00°14'57"E, 180.26' to a point, thence S89°58'50"W, 14.00' to the point of beginning, being 0.54 acres (23,490 square feet), and being a portion of Tract 2 as shown on Plat Book 72 Page 481 and being a portion of PIN: 166800-74-6900.

TRACT 6

PIN: 166800-74-2476

Lying and being in Clayton Township of Johnston County, and being more particularly described as follows: Beginning at an iron pipe on the eastern right-of-way of Wildwood Drive, said pipe being the northwest corner of Lot 29 as shown on Plat Book 7 Page 213, and being the property of Clayton Village Center, LLC, Deed Book 5716 Page 50, thence leaving said right-of-way, N89°58'50"E, 342.58' to an iron pipe, thence S01°28'56"W, 60.00' to a point, thence, S89°58'44"W, 342.17' to a point on the eastern right-of-way of Wildwood Drive, thence along said right-of-way, N01°04'55"E, 60.00' to the point of beginning, being 0.47 acres (20,537 square feet), and being Lot 29 as shown on Plat Book 7 Page 213 and being all of PIN: 166800-74-2476.

TRACT 7

PIN: 166800-74-2470

Lying and being in Clayton Township of Johnston County, and being more particularly described as follows: Beginning at a point on the eastern right-of-way of Wildwood Drive, said point being the northwest corner of Lot 30 as shown on Plat Book 7 Page 213, and being the property of Clayton Village Center, LLC, Deed Book 5716 Page 50, thence leaving said right-of-way, N89°58'44"E, 342.17' to a point, thence S01°28'56"W, 60.00' to an iron pipe, thence S89°58'38"W, 341.74' to an iron pipe on the eastern right-of-way of Wildwood Drive, thence along said right-of-way, N01°04'55"E, 60.00' to the point of beginning, being 0.47 acres (20,512 square feet), and being Lot 30 as shown on Plat Book 7 Page 213 and being all of PIN: 166800-74-2470.

NOTES

- AREAS COMPUTED BY COORDINATE CALCULATIONS
- ALL DISTANCES SHOWN ARE HORIZONTAL, UNLESS NOTED OTHERWISE.
- ALL RIGHTS-OF-WAY ARE PUBLIC UNLESS NOTED OTHERWISE.
- THIS PROPERTY IS NOT LOCATED IN A FLOOD HAZARD AREA FEMA FLOOD PANEL#372016800K, DATED 6/20/2018.
- THERE ARE NO CEMETERIES VISIBLE.
- THIS PROPERTY IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS, RESTRICTIVE COVENANTS AND ORDINANCES.
- A TITLE REPORT HAS _____ HAS NOT X BEEN SUPPLIED FOR THIS PROPERTY.

NOTE:

EXISTING CORPORATE LIMITS SHOWN ON THIS PLAT ARE TAKEN FROM JOHNSTON COUNTY GIS. BOUNDARY LINES ARE FROM AN EXISTING SURVEY.

STREET ADDRESS CLAYTON BOULEVARD & WILDWOOD DRIVE

NC PIN: 166800-74-6900 166811-75-2111
166811-75-4247 166800-74-2476
166811-75-2127 166800-74-2470

OWNER/DEVELOPER: CLAYTON CORNER, LLC (166811-75-4247)
109 ELWAY DRIVE
CLAYTON, NC. 27527

CLAYTON VILLAGE CENTER, LLC 166800-74-6900
109 ELWAY DRIVE 166811-75-2127
CLAYTON, NC. 27527 166811-75-2111
166800-74-2476
166800-74-2470

SITE DATA

(SITE IS WITHIN THE ETJ LIMITS OF THE TOWN OF CLAYTON)
TOTAL AREA 12.39 ACRES

EXISTING CORPORATE LIMITS 9.50 ACRES

PROPOSED CORPORATE LIMITS 2.89 ACRES

TRACT 1 0.29 ACRES
TRACT 2 0.33 ACRES
TRACT 3 0.35 ACRES
TRACT 4 0.44 ACRES
TRACT 5 0.54 ACRES
TRACT 6 0.47 ACRES
TRACT 7 0.47 ACRES

INC. PIN	ANNEXATION AREA
166800-74-6900	0.98 ACRES
166811-75-4247	0.29 ACRES
166811-75-2127	0.33 ACRES
166811-75-2111	0.35 ACRES
166800-74-2476	0.47 ACRES
166800-74-2470	0.47 ACRES

REFERENCES: DEED BOOK 5334 PAGE 267 PLAT BOOK 62 PAGE 421
DEED BOOK 5711 PAGE 510 PLAT BOOK 7 PAGE 213
DEED BOOK 5716 PAGE 48 PLAT BOOK 38 PAGE 303
DEED BOOK 5716 PAGE 50 PLAT BOOK 72 PAGE 400
DEED BOOK 5127 PAGE 635
PLAT BOOK 72 PAGE 481
UNRECORDED PLAT BY JIMMY C. BARBOUR, PLS
ENTITLED "SURVEY FOR LESLIE JOHNSON",
SIGNED ON SEPTEMBER 25, 2017.

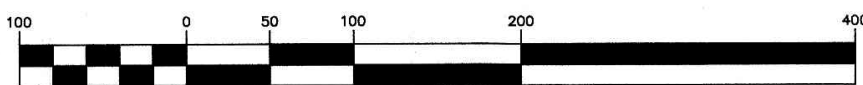


I, William A. Bartlett, certify that this survey is of an existing parcel or parcels of land and does not create a new street or change an existing street.

I, William A. Bartlett, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 5334, Page 267, Book 5711, Page 510, Book 5716, Page 48, & Book 5716, Page 50); that the boundaries not surveyed are clearly indicated as dashed lines, & drawn from information found in Book As Shown, Page On Plat; that the ratio of precision or positional accuracy as calculated is 1/10,000±; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, license number and seal this 14 day of JULY, A.D., 2025.

Professional Land Surveyor L-3788

GRAPHIC SCALE



(IN FEET)

1 inch = 100 ft.

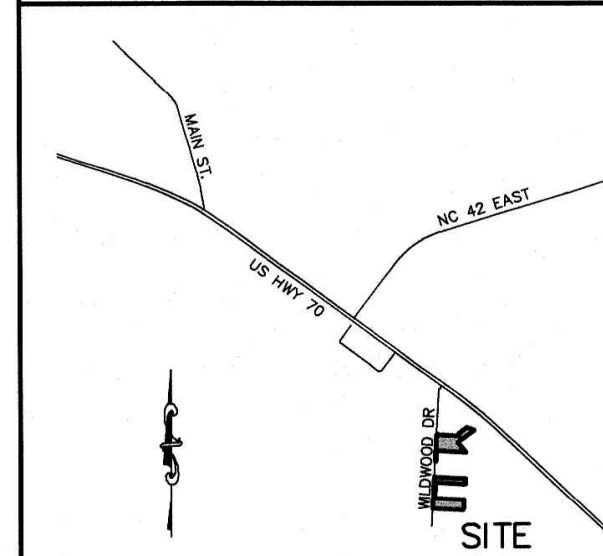


BARTLETT
ENGINEERING & SURVEYING, PC
1906 NASH STREET NORTH
WILSON, N.C. 27793-1726
License No. C-1551
www.bartletteng.com

DATE: APRIL 2025 SURVEY BY: DAB/JEB PROJECT: 18421RP2
SCALE: 1"=100' DRAWN BY: TRB/CEP
REVISIONS TOWN OF CLAYTON COMMENTS 6/04/2025
TOWN OF CLAYTON COMMENTS 6/10/2025
TOWN OF CLAYTON COMMENTS 7/14/2025
CODE: CLAVIL
DWG FILE: 18421AX2

ANNEXATION PLAT FOR
TOWN OF CLAYTON
CLAYTON TWSP JOHNSTON COUNTY
NORTH CAROLINA ZONE: CZM

LOCATION: CLAYTON BOULEVARD & WILDWOOD DR.
CLAYTON, NC
OWNERS: CLAYTON CORNER LLC
OWNERS: CLAYTON VILLAGE CENTER LLC
ACREAGE: 2.89 ACRES TOTAL



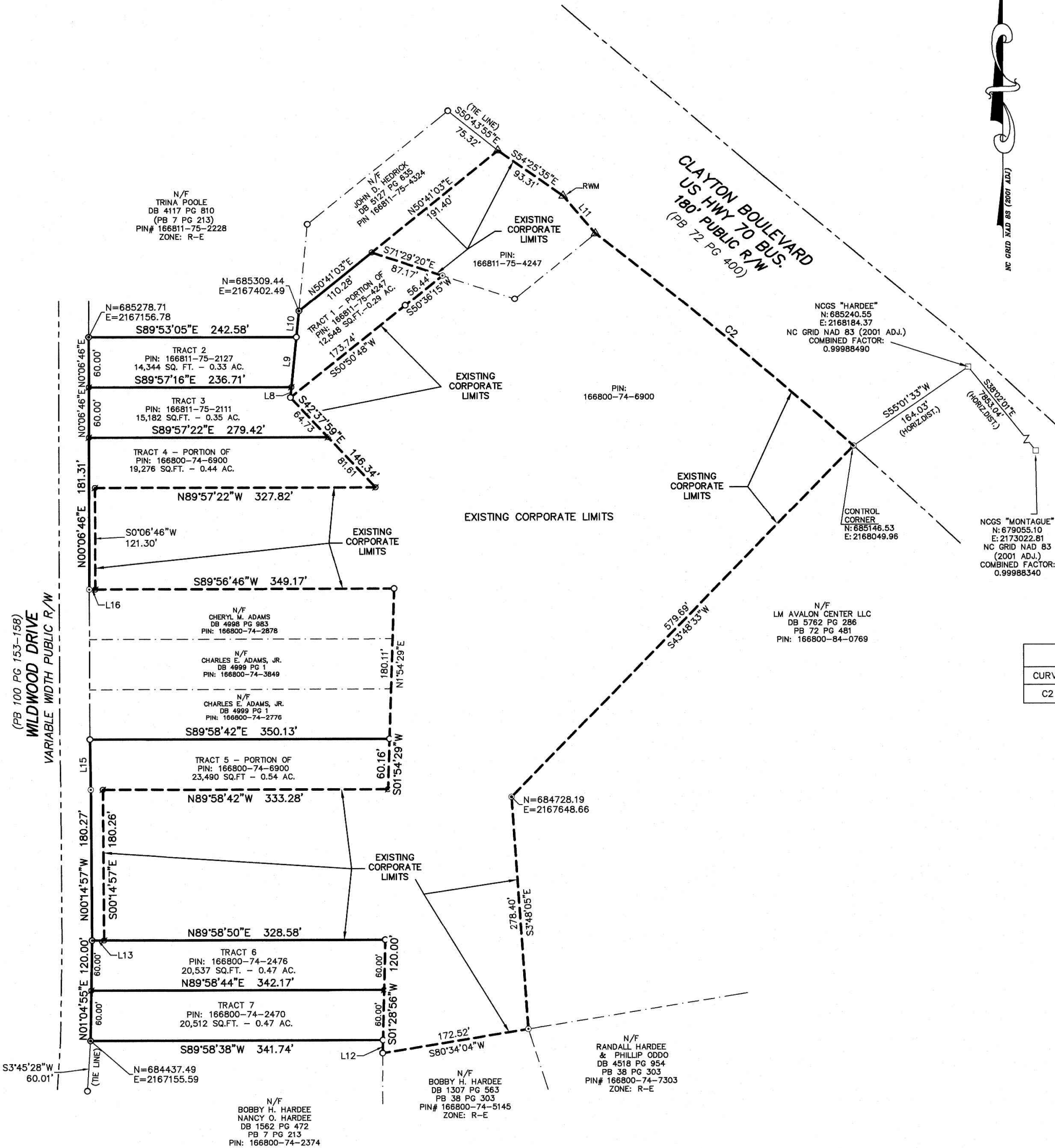
LOCATION MAP
NO SCALE

LEGEND

- NCGS GRID MONUMENT FOUND
- IRON PIPE FOUND (IPF)
- IRON REBAR FOUND (IRF)
- NC DOT R/W MONUMENT FOUND (RWM)
- IRON PIPE SET (IPS)
- COMPUTED POINT

CURVE	LENGTH	RADIUS	DELTA	CHD BRG	CHORD
C2	393.927	5280.56	4°16'27"	S49°42'07"E	393.84

Line #	Length	Direction
L8	12.47	N05°43'45"E
L9	60.00	N05°43'45"E
L10	31.37	N05°43'45"E
L11	58.81	S40°00'05"E
L12	15.50	N01°28'02"E
L13	14.00	S89°58'50"W
L15	60.13	N00°48'49"W
L16	7.00	S89°56'46"W



TOWN OF CLAYTON
RESOLUTION GRANTING TOWN MANAGER TO NEGOTIATE TERMS AND
RENEW FOR MOU FOR SRO (SCHOOL RESOURCE OFFICER) PROGRAM

WHEREAS, the Town of Clayton is committed to supporting safe learning environments for students, faculty, and staff within Johnston County Public Schools; and

WHEREAS, the Town of Clayton and Johnston County Board of Education have previously entered into a Memorandum of Understanding (MOU) to outline the roles, responsibilities, and expectations of both parties related to the School Resource Officer (SRO) program; and

WHEREAS, it is in the best interest of the Town to continue its participation in the SRO program through periodic review and renewal of the MOU; and

WHEREAS, the Town Council desires to authorize the Town Manager to act on behalf of the Town in negotiating, approving, and renewing the terms of the MOU, provided that all material terms remain consistent with the goals and intent of the SRO program as approved by Council.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CLAYTON, NORTH CAROLINA:

1. The Town Manager is hereby authorized to negotiate, approve, and execute the Memorandum of Understanding (MOU) with Johnston County Board of Education for the School Resource Officer (SRO) program.
2. The Town Manager is further authorized to make minor modifications and to renew the MOU in future years, provided such renewals do not materially alter the scope or cost of the program without prior approval from the Town Council.
3. This Resolution shall become effective immediately upon its adoption.

Duly adopted this 4th day of August 2025, while in regular session.

Jody L. McLeod
Mayor

ATTEST:

Heidi L. Holland, MMC, NCCMC
Town Clerk

**STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON**

CONTRACT FOR SCHOOL RESOURCE OFFICER SERVICES

This Contract for School Resource Officer Services ("Agreement") is made and entered into this _____ day of _____ 2025, by and between the Johnston County Board of Education ("Board"), the governing body of the Johnston County Public Schools ("JCPS" or "District"), and the Town of Clayton, the governing body of the Clayton Police Department ("Town"), (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Board desires to have the Town assign sworn law enforcement officers to serve as School Resource Officers ("SRO") at certain schools owned and operated by the Board;

WHEREAS, the Town is willing to provide sworn law enforcement officers to serve as SROs within the District; and

WHEREAS, the Board and Town have entered into a separate School Resource Officer Program Memorandum of Understanding ("MOU"), describing the respective roles and responsibilities of school administrators and law enforcement officers pursuant to the MOU.

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

1. The Town shall provide seven (7) full-time sworn law enforcement officers from the Clayton Police Department to serve as SROs for the 2025-2026 school year.
2. Two (2) SROs shall be assigned to the following school:
 - a. Clayton High School
3. One (1) SRO shall be assigned to each of the following schools or groups of schools:
 - a. Clayton Middle School
 - b. Riverwood Middle School, Riverwood Elementary School
 - c. Cooper Academy
 - d. Powhatan Elementary School
 - e. West Clayton Elementary School
4. During the term of this Agreement, the Board shall pay to the Town an amount not to exceed **five hundred seventy-seven thousand, five hundred dollars, and zero cents (\$577,500.00)**. Payment shall be made by the Board in equal amounts on a monthly basis commencing with the effective date of this Agreement and continuing each month thereafter, with each monthly payment to be issued by the Board no later than thirty (30) days after receipt of an invoice from the Town reflecting the amount due.

5. The assignment of and services provided by the SROs shall be consistent with the terms of the MOU between the Board and the Town, effective July 1, 2025. The MOU is hereby incorporated in this Agreement by reference and attached as Exhibit A. To the extent the MOU is amended or modified during the term of this Agreement, any such modified terms shall govern. To the extent any terms of this Agreement conflict with terms of the MOU, the MOU shall prevail.
6. It is understood and agreed between the Parties that although it is the intent of both Parties to provide the officers and funding described herein, there may arise circumstances in which one or both Parties are unable to discharge their respective obligations pursuant to the Agreement and MOU. It is understood and agreed between the Parties that the payment obligation of the Board under this Agreement is contingent upon the availability of appropriated funds from which payment for Agreement purposes can be made. To the extent the Board is unable to issue funding as described herein, the Board acknowledges that the Town may decline to provide further SRO services. It is understood by the Board that the services provided by the Town under this Agreement are contingent upon ongoing employment of a sufficient number of officers to meet the needs of the Town at large, which includes the needs of the District pursuant to this Agreement. To the extent the Town is at any time unable to provide SRO services as described in this Agreement and the MOU, the Board shall not be responsible for further payment, and payment made for services not rendered shall be refunded by the Town to the Board. Thus, if either the Board is unable to provide funding or the Town is unable to provide an officer, this Agreement shall terminate on two (2) weeks' notice of either part to the other, and neither party shall have further obligations hereunder, except that the payment made by the Board to the Town for services not rendered shall be refunded by the Town to the Board.
7. The Parties acknowledge that the requirements of N.C.G.S. § 115C-332.1 apply to this Agreement. The Town shall conduct an annual check of all sworn law enforcement officers assigned as SROs on the North Carolina Sex Offender and Public Protection Registration Program, The North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry, and certifies that no individual appearing on any such registry shall be assigned as, or provide services pursuant to this Agreement as, an SRO. The Town shall also conduct criminal background checks on each of its officers who shall be assigned as, or provide services pursuant to this Agreement as, an SRO. The Town shall not assign an officer to provide services pursuant to this MOU if said officer has been convicted of a felony or any crime, whether misdemeanor or felony, involving violence, illegal drugs, theft, child abuse, sexual harassment, sexual abuse, or personal impropriety of a sexual nature with regard to any other person or if said officer has engaged in any crime or conduct indicating that the officer may pose a threat to the safety or well-being of students or school personnel. The Town agrees to conduct the background checks articulated above no earlier than thirty (30) days prior to provision of services articulated in this Agreement, to maintain documentation of the checks, and to provide such documentation of the checks to the District upon its request. The Board reserves the right to prohibit any individual officer of the Town from providing services on Board property or at Board events if the Board determines, in its sole discretion, that such officer poses a threat to the safety or well-being of students, school personnel or others, or that the officer has not undergone the background checks articulated in this Paragraph.

8. The Town shall pay all federal, state, and FICA taxes, and maintain minimum insurance requirements for all sworn law enforcement officers assigned as SROs under this Agreement.
9. The Town shall be an independent contractor of the Board, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of the Town be construed as an employee, agent, or principal of the Board.
10. This Agreement shall be governed by the laws of the State of North Carolina. The venue for initiation of any such action shall be Johnston County, North Carolina.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seal the day and year indicated below.

JOHNSTON COUNTY BOARD OF EDUCATION

By: _____
[Name, Title] Date

PRE-AUDIT CERTIFICATE. This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act.

[Name], JCPS Finance Officer Date

TOWN OF CLAYTON

By: _____
[Name, Title] Date

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

[Name], Finance Officer Date

EXHIBIT A TO CONTRACT FOR SRO SERVICES

SCHOOL RESOURCE OFFICER PROGRAM **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU"), effective July 1, 2025, is made and entered into by and between the Johnston County Board of Education ("Board"), the governing body of the Johnston County Public Schools ("JCPS" or "District"), and the Town of Clayton, the governing body of the Clayton Police Department ("Agency"), evidenced by the signature of each party's duly authorized representative.

WITNESSETH

WHEREAS, the Board and the Agency recognize the benefits of the School Resource Officer ("SRO") Program to the citizens of Johnston County, North Carolina, and particularly to the students, parents, and staff of the public school system in Johnston County, North Carolina;

WHEREAS, the Board desires to have the Agency provide SROs to certain schools within the JCPS;

WHEREAS, the Agency is willing to provide SROs to certain schools within the JCPS;
and

WHEREAS, it is in the best interest of the Board, the Agency, and the citizens of Johnston County to establish the SRO Program as hereinafter described.

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

Article I

Purpose of SRO Program and MOU

This MOU outlines the goals and guiding principles as agreed to by and between the Board and the Agency in order to foster an efficient and cohesive SRO Program. The primary goal of the SRO Program is to provide for school safety and articulate the distinct, and at times overlapping, roles of school staff and SROs in responding to student misconduct as part of the SRO Program. In addition, the SRO Program strives to foster positive relationships between students and law enforcement officials that further deters criminal and/or unsafe behaviors.

Article II

Duties of the Agency

The Agency shall provide SROs as follows:

1. Qualifications of SROs. The Agency shall assign regularly employed law enforcement

officers to serve as SROs in certain JCPS schools. Each assigned SRO will be a certified law enforcement officer by the State of North Carolina and must complete a forty (40) hour SRO training curriculum developed by the North Carolina Justice Academy, and Crisis Intervention Training ("CIT") certification through a CIT provider approved by the Agency. If an officer does not possess requisite SRO training and/or CIT certification at the time of assignment, the Agency will ensure that the officer participates in any necessary coursework to receive the training and certification at the next available course offering and no later than one year after being assigned as an SRO. The Agency will ensure that all SROs complete refresher training as required by state law. In addition, the Agency shall ensure that its SROs maintain minimum in-service training and certification requirements as would normally apply to all other certified officers in the Agency in addition to any training and certification required under this MOU.

2. Assignment of SROs. SRO positions shall be filled by the providing Agency's directives and selection process. SROs should have no substantiated evidence of harassment, discrimination, disproportionate minority contact, improper use of force, or other serious performance issues in their work history that would make the officer inappropriate for performing duties as an SRO. In addition, SROs should have positive experience working with youth and/or in a school setting and should be willing and able to serve as mentors for students. JCPS may provide feedback to the Agency regarding SRO selection. The Agency shall ensure that all SROs participate in an orientation process conducted in collaboration between the Agency and the JCPS to provide an overview of the SRO Program and review JCPS policies and procedures.
3. SRO Work Hours and Absences. The Agency shall not utilize the SROs during the designated workday for duties other than set forth herein, except in emergency situations that necessitate removal of one or more SROs from their normal duties pursuant to this MOU. In the event an SRO is temporarily unavailable on campus due to training, illness, approved leave, court hearing, or other reasons, the Agency shall provide a replacement officer, whenever possible.

Article III

Board Expectations of the SRO While Serving on Campus

1. SRO Work Hours, Uniforms and Visibility on Campus. The SRO shall remain on the school grounds during normal school hours, except when necessary to attend to a law enforcement emergency, to attend any meetings or trainings described in this MOU, or on limited occasions to attend to official law enforcement business off-campus. With the exception of emergency situations out of the SRO's control, the SRO shall give the school principal or designee reasonable advance notice of any times when the SRO is not expected to be on campus during normal school hours, and the Agency will provide replacement officers to the extent possible in accordance with Article II, Section 3, of this MOU. The SRO shall wear the official law enforcement uniform or other apparel issued by the Agency at all times while serving on District property and shall make best efforts to maintain high visibility at all times when practical and safe to do so, especially in areas where incidents of crime or violence are most likely to occur. The SRO shall, whenever

possible and in accordance with guidance from the school principal or designee, participate in or attend school functions during the SRO's regular duty hours, in order to assure the peaceful operation of school-related programs. Security services for extracurricular activities held outside of school hours shall be addressed through a separate contract between the Board and each Agency for law enforcement officer services.

2. SRO Mentoring and Outreach. Each SRO shall conduct himself or herself as a role model at all times and in all facets of the job; shall seek to establish a strong rapport with staff, faculty, students, and others associated with the school; and shall encourage students to develop positive attitudes towards the school, education, law enforcement officers, and positive living in general. The SRO shall be familiar with community agencies that offer assistance to youths and their families, including but not limited to mental health clinics and drug treatment centers, and shall provide information on such agency to students, parents, and/or school administrators when appropriate. In addition, the SRO shall provide information to the school principal, students, and parents regarding additional resources offered by community agencies or the Agency providing afterschool and summer programs and opportunities for youth.
3. Law Enforcement Actions and Safety Interventions. The SRO may initiate appropriate law enforcement actions to address criminal matters, including matters that threaten the safety and security of the school or its occupants, and/or intervene with staff or students (with or without a referral from school staff) when necessary to ensure the immediate safety of persons in the school environment in light of an actual or imminent threat to health or safety. Any such intervention shall be reasonable in scope and duration in light of the nature of the circumstances presented and shall be reasonably calculated to protect the physical safety of members within the school community, while minimizing, to the extent possible, any unintended negative effects on students. All law enforcement actions and interventions to protect the safety of others shall be consistent with all applicable laws, regulations, and policies. Use of force may be implemented pursuant to Agency procedures and protocol as well as all applicable laws, if objectively reasonable based on the totality of the circumstances, and shall not be excessive, arbitrary, or malicious. The SRO also shall, whenever possible, advise the principal before requesting additional law enforcement assistance on campus and shall request such assistance only when necessary to protect the safety or security of those present on the school campus. Non-SRO law enforcement who are asked to report to schools for any reason, by an SRO or other official, shall, whenever possible, advise the principal in advance before coming on campus.
 - a) *Investigations and Arrests.* Criminal investigations and arrests by SROs will be conducted in accordance with all applicable legal requirements, including all applicable laws, regulations, and policies governing the use of force, interrogations, searches, and arrests. The SRO shall promptly notify appropriate school authorities whenever an SRO asks a student questions of an investigative nature or takes any direct law enforcement action against a student; however, notification may be withheld until deemed appropriate by the SRO if such notification would endanger a student or any other person or compromise an ongoing criminal investigation. The appropriate school authorities shall promptly

notify the parent(s) or guardian of any student suspected of criminal wrongdoing, whenever an SRO asks a student questions of an investigative nature or takes any direct action against any student suspected of criminal wrongdoing. SROs and school administrators shall collaborate and determine how such notice should be given in each individual circumstance.

- b) *Searches.* SROs shall be aware of and comply with all laws and standards regarding searches of persons and property while performing services pursuant to this MOU. In particular, SROs shall be aware of the differing standards governing searches by law enforcement officers for law enforcement purposes as compared with searches by school administrators in connection with student discipline. At no time shall any SRO request that any JCPS employee lead or conduct a search of a student for law enforcement purposes.
- c) *Interrogations.* In cases where the parent(s) or guardian cannot be reached and any questioning of a student is conducted without parental notification, the school principal or designee must be present during the questioning unless the SRO directs otherwise for safety or investigative reasons. Presence of the principal/designee does not in any way impact the SRO's duty, if applicable in the situation, to comply with the student's Miranda or juvenile Miranda rights. At no time shall the SRO request that any JCPS employee act as an agent of the SRO or law enforcement in any interrogation.
- d) *Non-school Investigations.* The SRO shall refrain from questioning students at school regarding non-school related matters unless the SRO has a warrant or unless questioning, searching or arresting a student on school property at that time is necessary, in the discretion of the SRO, for the success of a law enforcement investigation or to prevent injury or crime.

4. School Discipline. The school administrator shall be solely responsible for implementing the student Code of Conduct and discipline policies. The school administration, not the SRO, has primary responsibility for maintaining order in the school environment and for investigating and responding to school disciplinary matters. The SRO shall refer any reports or concerns relating to student discipline to the principal or designee and shall not independently investigate or administer consequences for violations of the Student Code of Conduct or any school disciplinary rules. The SRO should generally not have any further involvement in routine disciplinary matters, such as tardiness, loitering, noncompliance, the use of inappropriate language, dress code violations, minor classroom disruptions, and disrespectful behaviors and other similar minor infractions of school rules. School officials shall only request SRO assistance when necessary to protect the physical safety of staff, students, or others in the school environment.

- a) *Searches.* The SRO shall not conduct or participate in searches of students or their belongings in school disciplinary investigations unless their assistance is requested by school personnel to maintain a safe and secure school environment.
- b) *Interrogations.* The SRO will not be involved in questioning of students initiated

and conducted by school personnel in disciplinary matters unless requested by the school personnel to maintain a safe and secure school environment. If the SRO's presence is requested under these circumstances, the SRO shall confine his or her involvement to what is reasonably necessary to protect the safety and security of members of the school community and shall not lead the investigation or actively question students.

5. Joint Law Enforcement and School Discipline Investigations. In cases where school disciplinary investigations and law enforcement investigations into criminal activity overlap and relate to matters affecting health or safety (e.g., when both the school administration and SRO are investigating matters related to the presence of drugs or weapons on campus), it may be appropriate for school administrators and SROs to work in tandem. In such events, the criminal investigation takes precedence over school disciplinary issues. In such circumstances, the SRO shall be mindful of and clarify his or her role as a law enforcement officer conducting a law enforcement investigation when interviewing student witnesses, particularly students suspected of criminal wrongdoing. The SRO shall also adhere to all appropriate laws and standards governing law enforcement investigations and not assume that laws and standards that govern school disciplinary investigations will also apply to him or her in the course of conducting a criminal investigation.
6. Confidentiality; Access to Student Records. The SRO shall comply with all applicable laws, regulations, and Board policies, including but not limited to laws, regulations, and policies regarding access to confidential student records, provided that SROs shall under no circumstances be required or expected to act in a manner inconsistent with their duties as law enforcement officers. The SRO may have access to confidential student records or to any personally identifiable information of any JCPS student as defined in 34 C.F.R. § 99.3, only to the extent allowed under the Family Educational Rights and Privacy Act ("FERPA") and applicable Board policies and procedures. SROs shall not automatically have access to confidential student records or personally identifiable information in those records simply because they are conducting a criminal investigation involving a student or for general non-specific purposes. School officials may, however, share relevant confidential student records and personally identifiable information contained in those records with SROs under any of the following circumstances:
 - a. The SRO is acting as a "school official" (as it relates to accessing student records) as defined in 34 C.F.R. § 99.31 because he or she is exercising a function that would otherwise be performed by school personnel and has legitimate educational interests in the information to be disclosed. For example, an SRO may be authorized to review the Behavior Intervention Plan of a student with a disability if the principal or designee has requested the SRO's assistance in deescalating physical conflicts and ensuring the physical safety of the student and others when the student becomes involved in interpersonal conflicts.
 - b. The SRO has written consent from a parent or eligible student to review the records or information in question.
 - c. The principal or designee reasonably determines that disclosure to the SRO without parental consent is necessary in light of a significant and articulable threat to one or more person's health or safety.

- d. The disclosure is made pursuant to a valid subpoena or court order, provided that school officials provide advance notice of compliance to the parent or eligible student so that they may seek protective action from the court, unless the court has ordered the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed.
 - e. The information disclosed is “directory information” as defined by Board Policy 8700, and the parent or eligible student has not opted out of the disclosure of directory information.
 - f. The disclosure is otherwise authorized under FERPA, its implementing regulations, and applicable JCPS policies and procedures.
7. Development of School Safety Plans. The SRO shall report any safety concerns to the school principal and or designee and shall confer with the school principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities. The school principal will contact any other JCPS personnel who should be involved in these discussions.

Article IV

Duties of the Board and the JCPS

1. Provision of Office Space and Access to School Community. The Board, Superintendent, and school principals agree to provide to each SRO:
- a. Access to suitable accommodations at the school, which shall include a lockable room with limited access, telephone, desk, chair, computer and filing cabinet;
 - b. A radio for use on campus;
 - c. Keys to the assigned school; and
 - d. Reasonable opportunity to address students, teachers, school administrators, and parents about criminal justice, safety, and security issues relating to school-aged students.
2. Referrals to the SRO. Maintaining order in the school environment and investigating and responding to school discipline matters shall be the responsibility of the school administration. School administrators are expected to adhere to the student discipline procedures outlined in applicable state and federal law and Board policies. JCPS shall refrain from involving the SRO in the response to student disciplinary incidents and the enforcement of disciplinary rules that do not constitute violations of law, except when necessary to support staff in maintaining a safe school environment. JCPS shall provide training to school administrators regarding the role of the SRO and the appropriate involvement of the SRO in student matters that pose a threat to the safe school environment, at least on an annual basis. Such trainings shall include information on how to distinguish between disciplinary infractions appropriately handled by school officials versus threats to school safety that warrant a referral to law enforcement.

Article V
Financing the SRO Program

The Board agrees to enter into a separate service contract with the governing body of each individual Agency to address the assignment of SROs to specific JCPS schools and payment for SRO services during each fiscal year. The terms of any separate service contract shall not be inconsistent with the terms of this MOU. In the event of any conflict between any separate service contract regarding SRO services and the terms of this MOU, the terms of this MOU shall prevail, except that the service contract will prevail only with respect to the issue of payment for SRO services. Notwithstanding the foregoing, continuation of the SRO Program shall be contingent upon available funding from the JCPS and the Agency.

In the event the Board and the governing board of an individual Agency are unable to agree on a separate service contract, then such individual Agency shall be relieved of any and all obligations hereunder, and such Agency's execution of this MOU shall be null and void, having no further effect.

Article VI
Employment Status of SROs; Suspension or Reassignment

Each individual SRO shall remain an employee of his or her respective assigning Agency, and shall not be an employee of the Board. Each Agency shall provide their SROs with the same type benefits, equipment, supplies, and training as that provided to their regularly employed law enforcement officers.

If, in the discretion of the Superintendent, an SRO is not effectively performing his or her duties or responsibilities, based on the Superintendent's experience and/or a complaint from a staff member, student or parent about actions of the SRO, the Superintendent should report concerns he has regarding SRO performance to the SRO supervisor to address the performance concerns. In the event concerns continue or persist, the Superintendent may request that the SRO be removed from the SRO Program. After receiving the recommendation from the Senior Director, the Superintendent or his/her designee, if s/he agrees, shall advise the individual Agency of the request. The Agency shall contact the Superintendent or his/her designee and shall agree to remove the SRO from serving JCPS if, upon review by the Agency, there is verifiable, documented evidence of ongoing performance issues that have persisted despite the SRO being provided notice and an opportunity to improve.

In addition, if the District documents SRO misconduct that threatens the health or safety of students or staff, the JCPS will immediately notify the SRO supervisor and provide copies of such documentation, and the Agency shall promptly remove the SRO from serving JCPS until the completion of the Agency's review of the misconduct, consistent with the Agency's policies and ordinances and this MOU.

In the event of the resignation, dismissal, removal or reassignment of an SRO, the responsible Agency shall provide a replacement for the SRO within a reasonable period of time, to be discussed between the parties when a vacancy occurs. During such interim period, as much

as reasonably possibly, the Agency shall assign an alternate law enforcement officer temporarily to carry out the duties of the SRO until a replacement can be secured.

Notwithstanding the foregoing, nothing in this MOU shall prohibit the Superintendent from preventing the access of any individual, including any assigned SRO, to Board property if the Superintendent determines it is in the best interest of the health and safety of JCPS students. Likewise, the Agency reserves the right to suspend an SRO from duty with the JCPS. During any period of suspension under this section, the Agency shall provide a replacement SRO pursuant to Article II, Section 3 herein.

Article VII

Term and Termination of MOU

The term of this MOU shall begin on July 1, 2025, and end on June 30, 2028, unless terminated earlier as provided herein. However, the parties shall review the terms of this MOU at least annually and may amend it at any time in writing and by mutual agreement.

Any party's participation in this MOU may be terminated by that party, with or without cause, upon sixty (60) days' written notice to the other party.

Article VIII

Notice

Any notice, consent or other communication in connection with this Agreement shall be in writing and may be delivered in person, by mail or by facsimile transmission (provided sender confirms notice by written copy). If hand-delivered, the notice shall be effective upon delivery. If by facsimile copy, the notice shall be effective when sent. If served by mail, the notice shall be effective three (3) business days after being deposited in the United States Postal Service by certified mail, return receipt requested, addressed appropriately to each Agency at its address listed on their respective signature page, and to the Board at the address listed on its respective signature page.

Article IX

Miscellaneous Provisions

1. Sex Offender Registry and Criminal Background Checks. The parties acknowledge that the requirements of N.C.G.S. § 115C-332.1 apply to this MOU. The Agency shall conduct an annual check of all sworn law enforcement officers assigned as SROs on the North Carolina Sex Offender and Public Protection Registration Program, The North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry, and certifies that it no individual appearing on any such registry shall be assigned as, or provide services pursuant to this Agreement as, an SRO. The Agency shall also conduct criminal background checks on each of its officers who shall be assigned as, or provide services pursuant to this Agreement as, an SRO. The Agency shall not assign an officer to

provide services pursuant to this MOU if said officer has been convicted of a felony or any crime, whether misdemeanor or felony, involving violence, illegal drugs, theft, child abuse, sexual harassment, sexual abuse, or personal impropriety of a sexual nature with regard to any other person or if said officer has engaged in any crime or conduct indicating that the officer may pose a threat to the safety or well-being of students or school personnel. The Agency agrees to conduct the background checks articulated above no earlier than 30 days prior to provision of services articulated in this Agreement, to maintain documentation of the checks, and to provide such documentation of the checks to the District upon its request. The Board reserves the right to prohibit any individual officer of the Agency from providing services on Board property or at Board events if the Board determines, in its sole discretion, that such officer poses a threat to the safety or well-being of students, school personnel or others, or that the officer has not undergone the background checks articulated in this Paragraph.

2. Relationship of Parties. The Agency and the Board shall be independent contractors, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of either party be construed as employees, agents, or principals of any other party hereto. Each Agency maintains control over its personnel and any employment rights of personnel assigned under this MOU shall not be abridged. Each party agrees to assume the liability for its own acts or omissions, or the acts or omissions of their employees or agents, during the term of this Agreement to the extent permitted under North Carolina law.
3. Governing Law; Venue. This MOU shall be governed by the laws of the State of North Carolina. The venue for initiation of any such action shall be Johnston County, North Carolina.
4. Amendments and Modifications; Additional Policies and Procedures. This MOU may be modified or amended by mutual consent of the parties as long as the amendment is executed in the same fashion as this MOU. Notwithstanding the foregoing, the parties may develop additional policies and procedures by consent to implement this MOU, including but not limited to policies and procedures regarding reporting requirements and sharing information between JCPS and the Agency. Further, each party may develop internal policies and procedures to implement their respective obligations under this MOU.
5. Entire Agreement. This MOU constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this MOU.
6. Severability. In the event that any provision of this MOU shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
7. No Third-Party Benefits. There are no third-party beneficiaries to this MOU. Nothing in this MOU shall create or give to third parties any claim or right of action against an Agency or an SRO.
8. Counterparts. This MOU may be executed in one or more counterparts, each of which shall

be deemed an original, but all of which taken together constitute one and the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this Contract will have the same validity and force as an "original."

9. E-Verify. All parties shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," and will provide documentation reasonably requested by the other demonstrating such compliance.
10. Authority to Enter Contract. The person(s) executing this Agreement on behalf of any party to it has authority to do so as an official, binding act of the party.

The Town of Clayton, for the Clayton Police Department, with a mailing address at PO Box 879, Clayton, NC 27528, hereby agrees to the terms of the School Resource Officer Program Memorandum of Understanding with the Johnston County Board of Education, effective July 1, 2025.

Town of Clayton

Date

The Johnston County Board of Education, with a mailing address at 2320 US 70 Business Hwy East, Smithfield, NC 27577, hereby agrees to the terms of the School Resource Officer Program Memorandum of Understanding with the Town of Clayton, effective July 1, 2025.

Chair, Johnston County Board of Education

Date



Town Council Regular Meeting Agenda Cover Sheet

Meeting Date

August 4, 2025

Agenda Location

CONSENT AGENDA

Item Title

Easement Request - 886 John Street

Presenter(s)

Heidi Holland, Town Clerk

Suggested Action

Place on Consent Agenda

Strategic Priorities Alignment



☐
Vibrant Downtown



☐
Desirable
Amenities and
Spaces



☐
Sustainable
Infrastructure



☐
Mobility,
Transportation,
and Transit



☐
Diversified
Economic
Development



☐
Community
Outreach and
Engagement



☐
Public Safety

Public Hearing: No

If Approved, Will Document Require Recordation? No

Does This Item Require a Communication Plan?

☐ Public Hearing (Required by GS)

☐ Newspaper Notice (Required by GS)

☐ Public Forum/Input Session

☐ E-News Distribution

☐ Social Media

☐ Special Mailing

☐ Public Hearing (Not Required by GS)

☐ Newspaper Notice (Not Required by GS)

☐ Press Release

☐ Website

☐ Survey

☐ None Required

Summary

This is an easement request from Duke Energy to allow for the relocation of their pole due to the construction of a new home on John Street at Durham Street. The easement is non-exclusive and will not impact the town's existing underground electric distribution facilities.

Funding Source

N/A

Corresponding Documentation

[LS58129795-886 John St-Town of Clayton Easement for Duke](#)

Submitted By: Heidi Holland, Administration

Reviewed By:

Heidi Holland, Town Clerk

Approved - Jul 31 2025

Prepared by: Duke Energy Progress, LLC
Return to: Duke Energy Progress, LLC
Attn: Ruth Grimmert
1020 W Chatham ST
Cary, NC 27511

Parcel # 165808-98-5293

EASEMENT

State of North Carolina
County of Johnston

THIS EASEMENT ("**Easement**") is made this ____ day of ____ 20____, from **TOWN OF CLAYTON** ("**Grantor**", whether one or more), to **DUKE ENERGY PROGRESS, LLC**, a North Carolina limited liability company ("**Grantee**").

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "**Facilities**").

Grantor is the owner of that certain property described in that instrument recorded in **Deed Book 995, Page 328**, Johnston County Register of Deeds ("**Property**").

The Facilities shall be overhead, except as needed on or under the ground to support the overhead Facilities, and located in, upon, over, along, through, and across a portion of the Property within an easement area described as follows:

A strip of land thirty feet (30') in uniform width, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, (hereinafter referred to as the "Easement Area").

For Grantee's Internal Use:
Work Order #: 58129795-30

Page 1 of 3

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this ____ day of _____, 20____.

TOWN OF CLAYTON
a North Carolina corporation

_____(SEAL)
JODY MCLEOD, Mayor

Attest:

HEIDI HOLLAND, Town Clerk

STATE OF _____

COUNTY OF _____

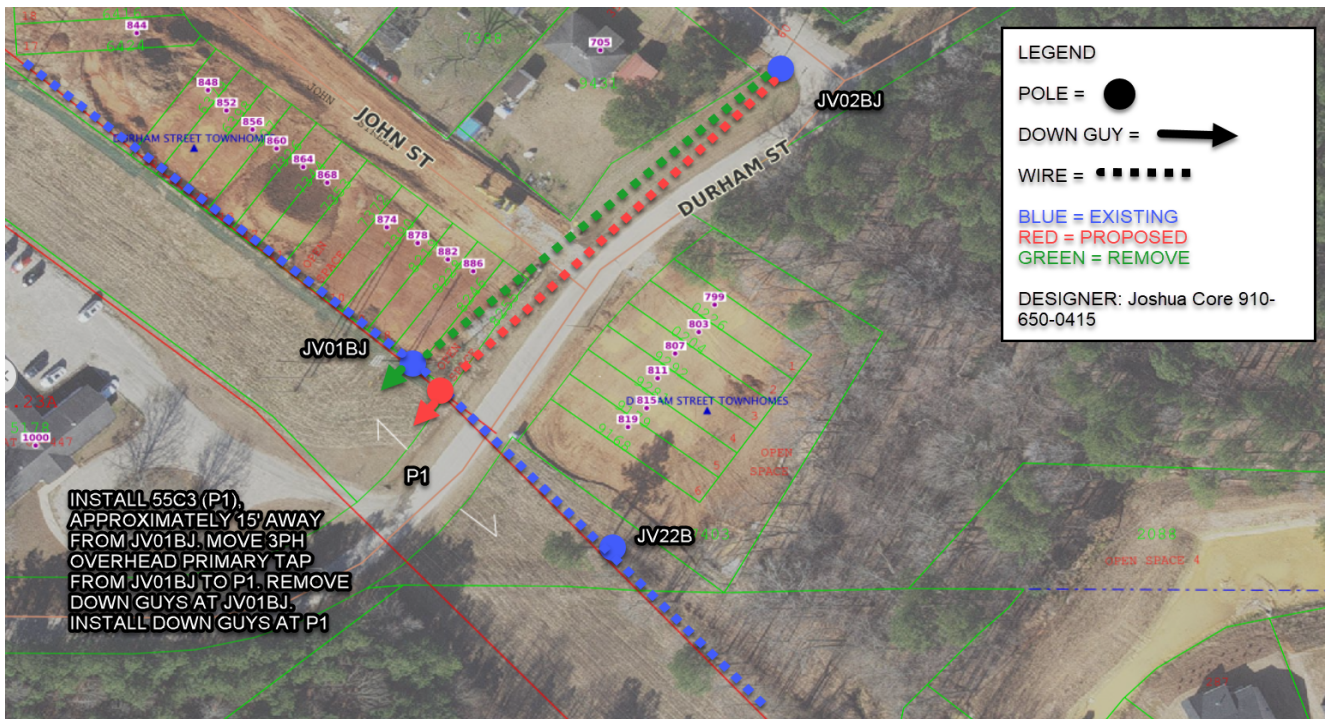
I, _____, a Notary Public of _____ County, State of _____, certify that HEIDI HOLLAND personally appeared before me this day and acknowledged that he/she is Town Clerk of TOWN OF CLAYTON, and that by authority duly given and as the act of said town, the foregoing EASEMENT was signed in its name by its Mayor, sealed with its official seal, and attested by herself/himself as its Town Clerk.

Witness my hand and notarial seal, this ____ day of _____, 20____.



Notary Public: _____

Commission expires: _____





Town Council Regular Meeting Agenda Cover Sheet

Meeting Date

August 4, 2025

Agenda Location

CONSENT AGENDA

Item Title

Novo Nordisk Confined Space Rescue Agreement, Amendment No. 1

Presenter(s)

Shaun Mizell, Procurement, Contracts and MWBE Manager

Suggested Action

Place on Consent Agenda

Strategic Priorities Alignment



☐
Vibrant Downtown



☐
Desirable
Amenities and
Spaces



☐
Sustainable
Infrastructure



☐
Mobility,
Transportation,
and Transit



☐
Diversified
Economic
Development



☐
Community
Outreach and
Engagement



☐
Public Safety

Public Hearing: No

If Approved, Will Document Require Recordation? No

Does This Item Require a Communication Plan?

- | | |
|--|--|
| ☐ Public Hearing (Required by GS) | ☐ Public Hearing (Not Required by GS) |
| ☐ Newspaper Notice (Required by GS) | ☐ Newspaper Notice (Not Required by GS) |
| ☐ Public Forum/Input Session | ☐ Press Release |
| ☐ E-News Distribution | ☐ Website |
| ☐ Social Media | ☐ Survey |
| ☐ Special Mailing | ☐ None Required |

Summary

At the August 5, 2024 council meeting, Council adopted the Confined Space Rescue Agreement between Novo Nordisk PS AM and the Town to provide confined space rescue by and through the Clayton Fire Department for one year. This amendment is to extend the contract to August 3, 2026.

Funding Source

N/A

Corresponding Documentation

[Scan 20250722 112149](#)

[Novo Nordisk Amendment](#)

Submitted By: Heidi Holland, Clerks

Reviewed By:

Heidi Holland, Town Clerk

Approved - Aug 01 2025

NORTH CAROLINA
JOHNSTON COUNTY

**CONFINED SPACE RESCUE AGREEMENT
BETWEEN
NOVO NORDISK PS AM
AND
TOWN OF CLAYTON**

THIS CONFINED SPACE RESCUE AGREEMENT (the "Agreement"), made and entered into as of August 5, 2024, by and between Novo Nordisk PS AM (the "Company") and Town of Clayton (the "Town").

WITNESSETH:

WHEREAS, the Company is a global pharmaceutical company operating a facility within the extraterritorial jurisdiction of Clayton, North Carolina (the "Facility");

WHEREAS, there are certain confined spaces within the Facility that must be entered by employees of the Company to inspect and perform work; and

WHEREAS, the Town is equipped to provide confined space rescues and has agreed, subject to the terms of this Agreement, to provide the Company with rescue services by and through the Clayton Fire Department.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the parties hereto agree as follows:

1. **Scope of Services.** The Town, by and through the Clayton Fire Department, agrees to be on-site to provide emergency and rescue services prior to an employee of the Company entering a confined space categorized as a **red** risk; agrees to have a dedicated team and truck staged at the fire department ready to dispatch prior to an employee of the Company entering a confined space categorized as a **yellow** risk; and agrees to have a dedicated team and truck available to respond when an employee of the Company makes entry into a confined space categorized as a **green** risk. Within a reasonable time after execution of this Agreement, the Town agrees to tour the Facility and participate in training sessions to familiarize itself with the Facility.
2. **Payment.** The Company agrees to pay the Town the sum of Twenty Five Thousand and no/100 Dollars (\$25,000.00) to secure the services provided herein. Payment shall be made to the Town within seven (7) days of execution of this Agreement.
3. **Term.** The term of this Agreement shall be for one (1) year from the Effective Date of this Agreement, and may be renewed for successive one (1) year terms upon mutual written agreement between the parties.
4. **Indemnification/Mutual Release.** The Company and the Town hereby release each other and waive any and all claims against one another for damage to or destruction of real or

personal property or personal injury of any kind, including serious injury and/or death, to any persons arising in any way out of the performance of this Agreement.

5. **Notices.** General correspondence concerning this Agreement shall be directed to the parties at the addresses listed below.

- a. Novo Nordisk PS AM
3612 Powhatan Rd
Clayton, NC 27527
- b. Town of Clayton
PO Box 879
Clayton, NC 27528

6. **Communications Requesting Emergency Personnel.** The Company may contact the Clayton Fire Department via telephone at (919) 359-9362 (office number) or (919) 427-3919 (cell number) to request confined space rescue services in furtherance of this Agreement. The Company agrees to provide as much prior notice to the Town as is reasonable under the circumstances. In the event of an emergency, the Company shall call 911 for service.

IN WITNESS WHEREOF, upon execution of this Agreement by the Company and the Town in the spaces below, the parties hereby accept the terms of this Agreement effective on the date first written above.

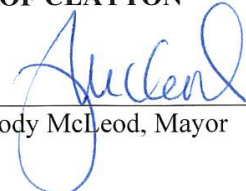
NOVO NORDISK PS AM

By:


Amanda Bednar, EHS Manager NN PS AM CI

TOWN OF CLAYTON

By:


Jody McLeod, Mayor

ATTEST:


Heidi Holland, Town Clerk



Contract Number: 2022-23-26



Town of Clayton
AMENDMENT # 1
CONFINED SPACE AGREEMENT

THIS CONTRACT AMENDMENT is entered into by and between Novo Nordisk PS AM, hereinafter referred to as the "Company", and the Town of Clayton, hereinafter referred to as the "Town".

WHEREAS, the Town and the Company have entered a Contract dated the 5th day of August 2024 { hereafter, the "Contract"}, for the Contractor to perform certain services for Town to provide confined space rescue by and through the Clayton Fire Department; and

WHEREAS, the term of the Contract is from August 4, 2024, through and including August 3, 2025.

THEREFORE, for and in consideration of the mutual promises to each other, as hereinafter set forth, the parties hereto do mutually agree to amend the Contract, as follows:

1. The Contract is to be extended through and including August 3, 2026, to utilize the extension of successive one (1) year terms upon a duly executed agreement.
2. Specifically incorporated into this Contract are the following attachments, or if not physically attached, are incorporated fully herein by reference:

Attachment A - Original Agreement

3. Except as specifically changed by this Amendment, any cases of conflict between the incorporated attachments or references, the terms of the original Contract shall prevail and remain in full force and effect.

The remainder of this page remains blank intentionally.

THIS CONTRACT AMENDMENT is entered into this day:_____.

IN WITNESS WHEREOF, the Contractor has executed the foregoing with the signature(s) of its duly authorized officer(s), and the Town has executed with the signature of its Town Manager or Designee.

Novo Nordisk PS AM

By: _____
(signature)

Name: _____
(typed or printed name)

Title: _____

Date: _____

Town of Clayton

By: _____
(signature)

Name: _____ Jody Mcleod
(typed or printed name)

Title: _____ Mayor

Date: _____

This instrument has been preaudited in the manner required by Local Government Budget and Fiscal Control Act as per Session Law 2021-58 modification to NC GS 159-28.

Approved to Form: Shaun Mizell

Revised February 25

***Town of Clayton
Celebrating NC811Day
Proclamation***

WHEREAS, NC811 has been serving the people of North Carolina with dedication, integrity, and innovation for over four decades by promoting safe excavation and protecting vital underground utilities; and

WHEREAS, the mission of NC811 is to provide a free, efficient communications link between excavators, homeowners, and utility operators to ensure that digging projects are conducted safely and responsibly; and

WHEREAS, the safety of our communities, the preservation of essential infrastructure, and the prevention of environmental damage rely on the diligent use of the “Call Before You Dig” system; and

WHEREAS, August 11th (8/11) serves as a reminder of the importance of contacting NC811 before any digging project begins, as even shallow excavation can disrupt water, electric, gas, or telecommunications lines; and

WHEREAS, NC811 has been a proactive leader in education and outreach, engaging schools, contractors, municipalities, and the general public to raise awareness and foster a culture of safety.

NOW, THEREFORE, on behalf of the Clayton Town Council, we hereby recognize the vital role of NC811 in protecting lives, property, and public infrastructure, and urge all residents, businesses, and organizations to honor and observe August 11th as “Safe Digging Day” in support of NC811’s commitment to a safer North Carolina.

Proclaimed by the Clayton Town Council this the 4th day of August 2025.

Jody L. McLeod
Mayor