



The Town of Clayton
Regular Town Council Meeting Agenda
Monday, November 6, 2017 @ 6:30 PM
Council Chambers

1. CALL TO ORDER

Pledge of Allegiance and Invocation

2. ADJUSTMENT OF THE AGENDA

3. CONSENT AGENDA

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

- a. Warranty Acceptance
 - Health Park at 42 West Phase I
[Cover - Warranty Acceptance - Health Park at 42 West Phase I](#)
[Warranty Acceptance - Health Park at 42 West - Phase I](#)
- b. Building Inspector Incentive Compensation Policy
[Cover - Building Inspector Incentive Compensation Policy](#)
[Policy - Building Inspector Incentive Compensation Policy](#)
- c. Developers Agreement - 231 E. Second Street
[Cover - 231 E. Second Street Developers Agreement](#)
[Agreement - 231 E. Second Street Developers Agreement](#)
- d. Draft Minutes:
 - September 18, 2017 - Regular Session
 - October 2, 2017 - Regular Session
 - October 2, 2017 - Closed Session
 - October 16, 2017 - Regular session
 - October 16, 2017 - Closed Session
 - [September 18, 2017 DRAFT Minutes](#)
 - [October 2, 2017 DRAFT Minutes](#)
 - [October 16, 2017 DRAFT Minutes](#)

POTENTIAL ACTION: Adoption of Consent Agenda as Presented

4. ADMINISTRATIVE ITEMS

5. INTRODUCTIONS AND SPECIAL PRESENTATIONS

- a. New Employee Introductions
Presenters: Rich Cappola, Engineering & Inspections Director
Blair Myhand, Police Chief

Steve Blasko, Street Maintenance Supervisor

- Forrest Fleming, Part-Time Building Inspector
- Laura Gray, Building Inspector
- Jose Perez, Administrative Support Specialist
- John Stankiewicz, Police Officer
- Joey Faison, Streets Maintenance

- b. Public Art Advisory Board Invitation to Veteran Sculpture Unveiling - November 12, 2017

Presenter: Sara Perricone, Public Art Advisory Board Chair

[Cover - Public Art Advisory Board Invitation to Veteran Sculpture Unveiling](#)
[Application - 2017-2018 Clayton Sculpture Trail Call to Artists](#)

6. PUBLIC HEARINGS

- a. 2017-128-SUP Grifols Manufacturing Building #640

Presenter: Planning Department

[Cover - 2017-128-SUP Grifols Manufacturing Building #640](#)

[Application - 2017-128-SUP Grifols Manufacturing Building #640](#)

[Staff Report - 2017-128-SUP Grifols Manufacturing Building #640](#)

[Staff Map - 2017-128-SUP Grifols Manufacturing Building #640](#)

[Site Plan -1st Revision -2017-127-SP Grifols Manufacturing Building #640](#)

[Adjacent Property Letter - 2017-128-SUP Grifols Manufacturing Building #640](#)

[Newspaper Ad - 2017-128-SUP Grifols Manufacturing Building #640](#)

[Planning Board Recommendation - 2017-128-SUP Grifols Manufacturing Building #640](#)

[Motion - 2017-128-SUP](#)

[Approval - 2017-128-SUP](#)

POTENTIAL ACTION:

Approval of 2017-128-SUP

- b. 2017-137-SUP The Lofts @ Old Town Hall *

This item is continued from October 2, 2017

Presenter: Planning Department

[Cover - 2017-137-SUP The Lofts @ Old Town Hall](#)

[Application - 2017-137-SUP The Lofts @ Old Town Hall](#)

[Staff Report - 2017-137-SUP The Lofts @ Old Town Hall](#)

[Map - 2017-137-SUP The Lofts @ Old Town Hall](#)

[Plot Map - 2017-137-SUP The Lofts @ Old Town Hall](#)

[Adjacent Property Letter - 2017-137-SUP The Lofts @ Old Town Hall](#)

[Neighborhood Meeting Materials - 2017-137-SUP The Lofts @ Old Town Hall](#)

[Floor Plan - 2017-136-Site Plan Minor The Lofts @ Old Town Hall](#)

[Newspaper Ad - 2017-137-SUP The Lofts @ Old Town Hall](#)

[Planning Board Recommendation - 2017-137-SUP - The Lofts @ Old Town Hall](#)

[Motion - 2017-137-SUP](#)

[Approval - 2017-137-SUP](#)

POTENTIAL ACTION:

Approval of 2017-137-SUP

7. OLD BUSINESS

8. NEW BUSINESS

- a. Creation of New Position - Economic Development Director

Presenter: Adam Lindsay, Town Manager

[Cover - Creation of New Position - Econ. Dev. Director](#)

[Memo - New Position Request - Econ. Dev. Director](#)

[Job Description - New Position Request - Econ. Dev. Director](#)

POTENTIAL ACTION: Approval of Position and Funding of Position

- b. Code of Ordinance Amendment - Chapter 74: Parking Schedules

Presenter: Blair Myhand, Police Chief

[Cover - Chapter 74: Parking Schedule Amendment](#)

[Memo - Chapter 74: Parking Schedule Amendment](#)

[Map - Chapter 74: Parking Schedule Amendment](#)

[Ordinance - Amending Chapter 74: Parking Schedule](#)

POTENTIAL ACTION: Adoption of Ordinance 2017-11-01

9. STAFF REPORTS

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

10. OTHER BUSINESS

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

11. ADJOURNMENT



Town Council Agenda Cover Sheet

Meeting Date

November 6, 2017

Agenda Location

Consent Agenda

Item Title

Warranty Acceptance – Health Park at 42 West Phase I

Presenter *(Name & Title)*

Andy Simerman, Construction Project Administrator

Summary/Description

Warranty Acceptance request for public sewer, water, storm sewer utilities, all pertinent easements, concrete and asphalt pavement. Record drawings have been reviewed and accepted. Following acceptance, the utilities and roadway sections will be subject to a one-year warranty period. Following the warranty period, a final inspection will be done and all deficient items corrected prior to final acceptance.

Requested Action

Approval

Additional Documents To Be Included in Agenda Packet

Memorandum



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

MEMORANDUM

To: Kimberly Moffett, Town Clerk

From: Andy Simerman, Construction Project Administrator

Copy: Jim Chandler, Timmons Group
Jay Johnson, Health Park at 42 West
Paralee Smith, Development Services Coordinator

Date: October 10, 2017

Subject: Health Park at 42 West - Phase I

Please place a warranty acceptance request for the referenced public sewer, water, storm sewer utilities, all pertinent easements and concrete and asphalt pavement on the next available agenda. Record drawings have been reviewed and accepted. Following acceptance, the utilities and roadway sections will be subject to a one-year warranty period. Following the warranty period, a final inspection will be done and all deficient items corrected prior to final acceptance.



Town Council Agenda Cover Sheet

Meeting Date

November 6, 2017

Agenda Location

Consent Agenda

Item Title

Building Inspector Incentive Compensation Policy

Presenter *(Name & Title)*

Rich Cappola, Engineering & Inspections Director

Summary/Description

Recruitment of multi-trade Building Inspectors with Level III certifications in all trades has become very competitive with a shrinking pool of qualified applicants to fill the needs of our growing region. Staff is recommending implementing an incentive program to encourage current and future employees to pursue certification at higher levels that will allow the town to fulfill the needs of the construction community, and retain employees.

Requested Action

Approval

Additional Documents To Be Included in Agenda Packet

Memo to Town Manager, Draft Policy & statute pages



MEMORANDUM

TO: Adam Lindsay – Town Manager

CC: Catherine Whitley – Human Resources Director

FROM: Rich Cappola, P.E. – Director of Engineering & Inspections

DATE: October 2, 2017

SUBJECT: Building Inspector Incentive Compensation Policy Request

Recruitment of Building Inspector positions in our region has been hindered by competition with other departments seeking to fill similar positions, competition with the private sector for positions that require similar knowledge and skills, and a general lack of new recruits into this field within the public sector. As such, many departments are having to fill positions with personnel at lower levels than desired, or with those that do not currently hold full certification in all trade areas required to perform the duties of a multi-trade inspector. It is the desire of the Town for all Building Inspector positions to hold Level III certificates in all four trades (Building, Electrical, Mechanical and Plumbing.). This can be achieved through a combination of education/coursework and on-the-job performance of duties. The purpose of this policy is to encourage employees' hired in at a lower certification level to continue professional development by providing compensation incentives for each additional level of certification achieved.

An employee that is hired to fill a Building Inspector Position as a "Building Inspector I" (implying they hold certificates at the Level 1 in all four trades) is essentially limited to only being able to perform inspections duties related to Residential construction and smaller commercial development per the North Carolina Building Codes Qualification Board. Under this policy, the Town would incentivize employees to fulfill the requirements of higher level certifications by rewarding their achievement with a 2% increase in pay for each higher level trade certificate achieved. This will encourage our staff to grow their skills which the town can utilize to better serve our community, as well as help retain them as they become more marketable within the profession.

The attached Draft Policy document has been reviewed by Human Resources and our Town Attorney's office for consistency with other town policies and general statutes.

Staff is requesting the Town Manager support the request to Town Council for approval of the Building Inspector Incentive Compensation Policy to be effective on the date of action by the Town Council.

	TOWN OF CLAYTON POLICY	
	Department: Engineering & Inspections	Effective: Month #, 20XX
Policy Title: BUILDING INSPECTOR INCENTIVE COMPENSATION Version #01	Supersedes: New	
	Prepared By: Richard D. Cappola Jr., PE Engineering & Inspections Director	
	Approved By: Town Council	
	Date:	

I. Purpose

It is the desire of the Town for all Building Inspectors to hold Level III certificates in all four trades. The purpose of this policy is to encourage employees' continued professional development by providing compensation incentives for each additional level of certification achieved (Building, Electrical, Mechanical and Plumbing.)

II. Scope

This incentive compensation plan applies to all Building Code Inspectors of the Town of Clayton ("Inspectors") as well as any employees who obtain a Professional Certificate through participation in the Building Inspector Educational Expense Program. To the extent this policy conflicts with other Town policies or regulations, the other policies or regulations shall govern.

III. Definitions

- **Professional Certificates:** Certificates offered by the North Carolina Code Officials Qualification Board to qualify individuals to serve as code enforcement officials in the trades of Building, Electrical, Mechanical, or Plumbing.
- **Certification Incentive:** A two percent (2%) increase applied to an employee's base salary to reward the employee for each additional Professional Certificate obtained following the effective date of this policy.

IV. Requirements

- In order to receive a Certification Incentive, Inspectors must provide documentation, such as a certificate or renewal card, signifying successful completion of the certification exam or annual renewal requirements for each trade. Certification Incentives **WILL NOT** be granted unless a copy of a certificate of completion or certificate renewal card has been provided to the Engineering & Inspections Director.
- All Inspectors will be required to maintain their Professional Certificates by meeting the minimum number of mandatory continuing education credits per year as well performing inspections in the areas of certification, as available and assigned by the Town. **Failure to maintain Professional Certificates will result in revocation of the associated Certification Incentive.**
- The Certification Incentive will take effect as of the date of issuance of the Professional Certificate; provided, however, that in the event an employee in Introductory Status receives a Professional Certificate, the Certification Incentive will take effect upon completion of the Introductory Period.
- The Certification Incentive will not be granted for Level II or Level III Professional Certificates until after the employee has obtained Level I Professional Certificates I in each of the four trades.
- Employment with the Town shall remain at will.
- The Town reserves the right to make changes to, or eliminate this policy at any time.

IV. Procedure

- For each Professional Certificate obtained following the effective date of this policy, an employee will receive a 2% base salary increase.
 - For example, if an employee has a base salary of \$40,000 and the employee subsequently obtains a Professional Certificate in any of the four trades, he or she would receive 2% salary increase, thereby increasing his or her salary to \$40,800.
- Payment of the incentive shall be subject taxes and withholdings and other Town payroll policies.
- The following chart shows an example of potential salary increases for an employee who receives a Professional Certificate in all four trades.

Sample Calculation <i>(For illustrative purposes only. Actual salary based on approved Pay Scale)</i>									
<u>Position Title</u>	<u>Starting</u>	<u>2nd Level I Trade Cert</u>	<u>Total</u>	<u>3rd Level I Trade Cert</u>	<u>Total</u>	<u>4th Level I Trade Cert</u>	<u>Total</u>	<u>1st Level II Trade Cert</u>	<u>Total</u>
Building Codes Inspector I	\$40,000.00	\$800.00	\$40,800	\$816.00	\$41,616.00	\$832.32	\$42,448.32	\$848.97	\$43,297.29

- Certification Incentive increases shall not exclude employees from eligibility for other increases (e.g., merit, COLA, promotion)

Amended Eff. August 1, 1990.

11 NCAC 08 .0706 REQUIRED QUALIFICATIONS: TYPES AND LEVELS

(a) Qualification Levels

- (1) With respect to all types of code enforcement officials, those with Level I, Level II, or Level III certificates shall be qualified to inspect and approve only those types and sizes of buildings specified in the following tables.
- (2) Limitation on maximum number of stories and square feet (sf) of floor area of buildings for Building, Electrical, Mechanical, and Plumbing inspectors, Levels I, II, or III:

Occupancy Classification	Level I	Level II	Level III
Assembly	1 story/7,500 sf	1 story/20,000 sf	Unlimited
Business	1 story/20,000 sf	1 story/60,000 sf Multi-story: 4 stories max/20,000 sf per floor	Unlimited
Education	1 story/7,500 sf	1 story/20,000 sf Multi-story: 2 stories max/20,000 sf per floor	Unlimited
Hazardous	1 story/3,000 sf (See Note)	1 story/20,000 sf Multi-story: 2 stories max/20,000 sf per floor	Unlimited
Factory Industrial	1 story/20,000 sf	1 story/60,000 sf Multi-story: 4 stories max/20,000 sf per floor	Unlimited
Institutional	1 story/7,500 sf	1 story/10,000 sf Multi-story: 3 stories max/10,000 sf per floor	Unlimited
Mercantile	1 story/20,000 sf	1 story/60,000 sf Multi-story: 4 stories max/20,000 sf per floor	Unlimited
Residential Multi-unit	1 story /7,500 sf	3 stories max/no restriction on floor area	Unlimited
1 & 2 family dwellings, townhouses	Unlimited	Unlimited	Unlimited
Storage	1 story/20,000 sf	1 story/60,000 sf per floor Multi-story: 4 stories max/20,000 sf per floor	Unlimited
Utility and Miscellaneous	Unlimited	Unlimited	Unlimited

See the Building Code for Occupancy classifications.

Note: *Electrical Inspector, Level I shall not be authorized to inspect wiring or equipment in hazardous locations as defined by Article 500 of the National Electrical Code with the exception of service stations and service pumps.

- (3) Limitation on occupancy classifications of buildings for Fire Inspectors, Levels I, II and III:

CERTIFICATION LEVELS FOR FIRE INSPECTORS

LEVEL I: - OCCUPANCY:

Business
Assembly - 1 story, 20,000 sf
Mercantile
Residential
Storage S-2
Factory Industrial F-2

Utility and Miscellaneous

Excluding Highrise *

Note: A Level I fire inspector shall not conduct any plan review on any building, highrise or other.

LEVEL II: - OCCUPANCY:

Everything in Level I

Assembly - unlimited

Educational

Factory Industrial F-1

Storage S-1

Excluding Highrise *

Note: A level II fire inspector is authorized to conduct Plan Review of all occupancies in Level I and II.

LEVEL III: - OCCUPANCY:

Everything in Levels I and II

Hazardous

Institutional

Highrise

(Unlimited Occupancies)

Note: A Level III fire inspector is authorized to conduct Plan Review of all occupancies in Levels I, II and III.

* The term "excluding highrise" is listed because some of the acceptable occupancies for the levels could be located in a highrise building (defined in the Building Code).

(b) Whenever a provision of the Rules in this Section requires a supporting letter (maximum of two per level) from a supervisor, the letter(s) shall be notarized, shall state the supervisor's qualifications (i.e., what type and level of certificate or license the supervisor holds), shall state that the applicant has worked under the supervisor's direct supervision for a specified period of time, and shall recommend certification of the applicant as a specified type and level of inspector upon satisfaction of other required qualifications. The supervisor shall describe the name, floor area, and number of stories of the buildings worked on by the applicant and shall describe the work performed by the applicant.

(c) References in the rules in this Section to professional engineer or licensed engineer means engineers licensed by the North Carolina State Board of Examiners for Engineers and Surveyors pursuant to G.S. 89C. References in the rules in this Section to registered architect means architects licensed by the Board of Architecture pursuant to Chapter 83A of the North Carolina General Statutes. References to licensed building, residential, electrical, heating, plumbing, and fire sprinkler contractors means contractors licensed by the State Licensing Board for General Contractors, the N.C. State Board of Examiners of Electrical Contractors, or the N.C. State Board of Examiners of Plumbing, Heating and Fire Sprinkler Contractors pursuant to Chapter 87 of the North Carolina General Statutes. References to licensed "building" contractors do not include licensed "residential" contractors. Specialty licenses issued by these occupational licensing boards are not acceptable. Applicants with licenses from other states or countries must provide a copy of their license and documentation that the requirements of the other state are at least equivalent to the statewide licensing requirements of North Carolina occupational licensing boards.

(d) Whenever a provision of the rules in this Section requires the possession of an occupational license other than those certificates that are issued by the Board, if that license is inactive, the applicant must provide documentation from the appropriate occupational licensing board that the applicant previously held the license and that the license is currently inactive.

(e) Whenever a provision of the rules in this Section requires inspector experience on a minimum number of buildings or systems, the experience must include all the inspections typically performed by an inspector during construction of the building or system. Inspections do not have to be performed on the same building.

(f) Whenever a provision of the rules in this Section requires a high school education or other education and experience qualifications, the Board may approve equivalent qualifications. Whenever a provision of the Rules in this Section requires the possession of a diploma or degree from an accredited college, university, or trade school, accredited shall mean accreditation from a regional accrediting association, for example, Southern Association of Colleges and Schools.

(g) Every applicant shall:

- (1) provide documentation that the applicant possesses a minimum of a high school education or a high school equivalency certificate (GED); and
- (2) provide notarized certification by a city or county manager, clerk, or director of inspection department that the applicant will be performing "code enforcement", as defined in G.S. 143-151.8(a)(3), as an employee of that city or county; or provide certification by the head of the Engineering and Building Codes Division of the North Carolina Department of Insurance that the applicant will be performing "code enforcement", as defined in G.S. 143-151.8(a)(3), for a state department or agency; and
- (3) make a grade of at least 70 on courses developed by the Board. Successful completion is defined as attendance of a minimum of 80 percent of the hours taught and achieving a minimum score of 70 percent on the course



Town Council Agenda Cover Sheet

Meeting Date

November 6, 2017

Agenda Location

Consent Agenda

Item Title

Developers Agreement - 231 E. Second Street

Presenter (Name & Title)

David DeYoung, Planning & Development Director

Summary/Description

Final negotiated version of the Developer's Agreement for 231 E. Second Street (Old Town Hall).

Requested Action

Approval

Additional Documents To Be Included in Agenda Packet

Negotiated Developers Agreement

FOR COUNCIL AGENDA 11/6/17

DEVELOPMENT AGREEMENT

BY AND BETWEEN

COMMUNITYSMITH, LLC

AND

THE TOWN OF CLAYTON, NORTH CAROLINA

Effective Date: November __, 2017

Johnston County Parcel Identifier Number: 05015051

STATE OF NORTH CAROLINA

DEVELOPMENT AGREEMENT

COUNTY OF JOHNSTON

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

ARTICLE I.

RECITALS

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

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

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

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

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

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

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

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

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

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

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

12. The Town Council held a Public Hearing, as required by N.C.G.S. § 158-7.1(b), on September 5, 2017.

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

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

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

ARTICLE II.

DEVELOPER COVENANTS

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III.

TOWN COVENANTS

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

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

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

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

(a) Developer shall use the current version, at the time of execution of this Agreement, of the U.S. Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings and the 2001 Downtown Improvement Project Architectural Guidelines, available from the Clayton Downtown Development Association, Inc. at its regular place of business in Clayton, North Carolina, as guides for façade improvements;

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

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

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

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

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

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

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

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

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

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

5. The Town represents and warrants to Developer that, upon receipt of a Certificate of Occupancy for the Old Town Hall Property pursuant to completion of the Project as contemplated here, it will reimburse Developer for certain payments it has made to the Town

related to development of the Project (the "Reimbursement Grant"). Specifically, the Reimbursement Grant will reimburse documented expenditures by Developer for the following:

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

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

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

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

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

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

6. Town represents and warrants to Developer that:

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

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

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

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

expiration of the last Redevelopment Incentive Grant payment, and the Town shall permit any previously completed architectural surveys of the Old Town Hall Property in the Town's possession to be submitted with the necessary Historic Landmark application.

8. The Town will relocate the two (2) electrical transformers currently located on the Old Town Hall Property to a location mutually agreed to by the Developer and the Town within 60 days from the Developer's request, subject to a Developer's contribution of up to \$2,000.00.

ARTICLE IV.

REDUCTION AND RECAPTURE OF INCENTIVES

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

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

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

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

ARTICLE V.

DEFAULT AND INDEMNIFICATION

1. The terms and conditions of this Agreement shall be enforceable by actions for specific performance or injunction in addition to any other remedies available at law or in equity,

provided that the non-defaulting party provides due notice and an opportunity to cure to the defaulting party and the defaulting party fails to cure the breach within a reasonable time. Any failure or omission of the non-defaulting party to exercise any right or remedy provided herein shall not be deemed a waiver of such party's right to enforce strictly the defaulting party's obligations in any other instance. At least every six (6) months after the Effective Date of this Agreement, the Town shall review Developer's progress with the Project. If, as a result of such review, the Town determines that Developer has committed a material breach of this Agreement, the Town shall serve a written notice thereof upon Developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination and providing Developer a reasonable time in which to cure the material breach. If Developer fails to cure the material breach within the time given, then, notwithstanding any provision hereof to the contrary, the Town unilaterally may terminate or reasonably modify this Agreement to accommodate Developer's failure to perform hereunder. Notwithstanding the foregoing, the Town's authority or discretion to enforce the terms of this Agreement, the rezoning of the Old Town Hall Property, or any other regulatory approval given with respect to the Project pursuant to the Town's adopted ordinances, policies, or schedules of the Town of Clayton shall not be limited or affected by this Article V.

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

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

ARTICLE VI.

CLOSING

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

ARTICLE VII.

MISCELLANEOUS

1. **ASSIGNMENT.** The Developer shall not assign this Agreement, without the prior written consent of the Town, except that the Developer may assign this Agreement without the prior written consent of the Town, to a North Carolina limited liability company established

by the managers or members of the Developer for the purpose of renovating or operating the Old Town Hall Property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

disclosure of the information identified by the Developer as a trade secret or as “confidential” pursuant to North Carolina General Statutes § 132.1.2 the Town shall, if it receives a request for disclosure of such information, notify the Developer of such request. The Developer will defend any claims or disputes arising from efforts of others to cause such trade secrets to be disclosed as a public record, if it so chooses. The Developer acknowledges that this disclosure of the Town’s public records requirements is given pursuant to North Carolina General Statutes § 132-1.11(b) and agrees that such disclosure is full and sufficient to the satisfaction of the Developer. Both parties agree that this Section will survive the termination of the Agreement. Nothing in this Agreement precludes either party from discussing the terms of this Agreement or its work product with its attorneys, accountants, consultants, contractors, or potential lenders or investors, or prevents the holding of public Council meetings in compliance with applicable laws.

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

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

[SIGNATURES ON FOLLOWING PAGES]

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

TOWN OF CLAYTON, NORTH CAROLINA

[SEAL]

ATTEST:

Name: _____
Title: _____

_____, Town Clerk

STATE OF NORTH CAROLINA

COUNTY OF JOHNSTON

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

Date: _____

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

[SEAL OR STAMP]

CERTIFICATION

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

This ____ day of _____, 2017.

_____, Town Finance Officer

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

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

COMMUNITYSMITH, LLC

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

STATE OF NORTH CAROLINA

COUNTY OF _____

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

Notary Public

My Commission Expires: _____

EXHIBITS INCORPORATED BY REFERENCE

EXHIBIT A Legal Description of Old Town Hall Property

EXHIBIT B Historic Preservation Agreement And Restrictions

EXHIBIT C Parking Agreement

EXHIBIT A

Legal Description of Old Town Hall Property

[TO BE ATTACHED]

Exhibit B
Development Agreement By and Between
CommunitySmith, LLC and The Town of Clayton

Prepared by _____
And Return to: _____

STATE OF NORTH CAROLINA

COUNTY OF JOHNSTON

**HISTORIC PRESERVATION AGREEMENT
AND RESTRICTIONS**

THIS AGREEMENT, made this ____ day of _____, 2017, by and between **THE TOWN OF CLAYTON, NORTH CAROLINA**, a municipal corporation of the State of North Carolina (hereinafter referred to as the “**Town**”), and any and all persons, firms, corporations, or other entities hereinafter acquiring any interest in the real property described herein.

W I T N E S S E T H:

WHEREAS, the Town is the owner of certain property known as 231 E. Second Street, Clayton, North Carolina, more specifically described by a metes and bounds description attached hereto and incorporated herein by express reference as Exhibit A, and which property has certain permanent improvements situated thereon consisting of a 2-story town hall building, which property is commonly known as the “Old Town Hall” (said improvements hereinafter referred to as the “**Old Town Hall Building**” and said improvements and real property hereinafter referred to as the “**Old Town Hall Property**” or the “**Premises**”); and

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

WHEREAS, the Town formed the Clayton Downtown Development Association, Inc., a North Carolina non-profit corporation (hereinafter referred to as the “**Association**”), to protect historic structures to ensure that they are preserved and maintained for the benefit of future generations; and

WHEREAS, the Association is a “*Holder*” pursuant to the Conservation and Historic Preservation Agreements Act; and

PPAB 3935059v1

WHEREAS, the Town now desires to sell the Old Town Hall Property and desires to place these restrictive covenants upon the Old Town Hall Property for the purpose of preserving the Old Town Hall Property (each owner, during that owner's period of ownership, of all or any portion of the Old Town Hall Property is referred to as an "**Owner**").

NOW, THEREFORE, the Old Town Hall Property is hereby made subject to the following easements, covenants, and restrictions:

1. These covenants shall be administered solely by the Association, its successors in interest or assigns; and in all subsequent conveyances of the Old Town Hall Property, the Association, its successor in interest or assigns, shall be the sole party entitled to administer these covenants. In the event that the Association or its successors in interest by corporate merger cease to exist then, in such event, the Association shall assign all of its rights and interest in these easements, covenants, and conditions subject to such duties and obligations which it assumes hereby, to a non-profit corporation or governmental agency which exists for substantially the same purposes as the Association itself (as described hereinabove). If no such corporation be available for such assignment, then under such circumstances, such assignment shall be made to the State of North Carolina Department of Cultural Resources, Division of Archives and History, which shall be the sole party entitled to administer these covenants.

2. The exterior of the Old Town Hall Building shall be maintained, repaired, and administered in accordance with the Secretary of the Interior's Standards for Rehabilitation (in effect as of March, 1990, and incorporated herein by express reference, and hereinafter referred to as the "**Standards**") so as to preserve the historical integrity of features, materials, appearances, workmanship, and environment of the Premises. Maintenance shall be continuously provided using the same materials and workmanship prescribed by the Standards. A copy of the Standards is available from the Clayton Downtown Development Association, Inc. at its regular place of business in Clayton, North Carolina.

3. No alteration, no physical or structural change, and no changes in the color, material, or surfacing shall be made to the exterior of the Old Town Hall Building or the Old Town Hall Property without the prior written approval of the Association.

4. No addition shall be constructed to the Old Town Hall Building and no additional structure shall be built upon the Premises unless the plans and exterior designs for such structure or addition have been approved in advance in writing by the Association. Such approval shall not be unreasonably withheld and refusal of approval shall be based solely upon adverse impact to architecturally or historically significant features of the Old Town Hall Building and the Old Town Hall Property. The Association in reviewing the plans and designs for any addition or additional structure shall consider the following criteria: exterior building materials; height; fenestration; roof shapes, forms, and materials; surface textures; expression of architectural detailing; scale; relationship of any additions to the main structure; general form and proportion of structure; orientation to street; setback; spacing of buildings, defined as the distance between adjacent buildings; lot coverage; use of local or regional architectural traditions; and effect on archeological resources.

5. Neither the Old Town Hall Building nor any part thereof or any structure currently located on the Premises may be removed or demolished without the prior written approval of the Association.

6. Removal or alteration of interior architectural features such as the floors, wallcoverings, doorways, stairways, and ceilings, and other elements, which contribute to the architectural significance of the Old Town Hall Property, cannot be made without obtaining the prior written consent of the Association.

7. Each Owner and occupant of the Premises shall abide by all federal, state, and local laws and ordinances regulating the rehabilitation and use of the Premises.

8. The Premises shall not be used for the dumping or storing of trash, garbage, waste, or other unsightly or offensive material.

9. No noxious, offensive, or illegal activity shall be carried on the Premises, nor shall anything be done thereon which may be or become an annoyance or nuisance to community.

10. No hazardous or toxic substances, materials, or waste shall be used, generated, stored, or disposed of in, on, or under, or transported to or from the Premises, unless written permission is obtained from the Association. For purposes of this section, hazardous materials shall include all solid, liquid, or gaseous materials defined or regulated as wastes under any federal statute or regulation and any state or local law, regulation, or ordinance applicable to the Premises and shall further include all other substances defined or regulated as pollutants or as hazardous, toxic, infectious, or radioactive substances under any federal statute or regulation and any state or local law, regulation, or ordinance applicable to the Premises, all as amended from time to time. Without limitation on the foregoing, the term hazardous materials shall include used or waste oils regulated under any federal, state, or local law, regulation, or ordinance.

11. The Premises shall be insured against damage by fire or other catastrophe. If the Old Town Hall Building is damaged by fire or other catastrophe to an extent not exceeding fifty percent (50%) of the insurable value of those portions of the building, then the Owner shall rebuild those portions of the premises in accordance with the Standards as referenced in Paragraph 2 hereinabove.

12. Representatives of the Association shall have the right to enter the Premises at reasonable times, after giving reasonable notice, for the purpose of inspecting the Old Town Hall Building and any other building and grounds to determine if there is compliance with the terms of these covenants.

13. In the event of a violation of these covenants and restrictions, all legal and equitable remedies, including injunctive relief, specific performance, and damages, shall be available to the Association. No failure on the part of the Association to enforce any covenant or restriction herein nor the waiver of any right hereunder by the Association shall discharge or invalidate such covenant or restriction or any other covenant, condition, or restriction hereof, or affect the right of the Association to enforce the same in event of a subsequent breach or default.

14. In the event of a violation of covenants contained in Paragraphs 2, 3, 4, 5, and 6 hereof, the Association shall give the Owner written notice of the nature of the violation and the Owner shall correct the same within ninety (90) days next following the giving of said notice. If said violation is not corrected within the said ninety (90) day period, the Association shall have the following rights and remedies in addition to all other remedies contained herein:

a. The Association shall have the right and easement to go upon such portion of the Premises to repair, maintain, and correct the violation of these restrictions. Owner shall promptly reimburse the Association for all sums expended by the Association to correct any restriction violations. The Association shall also have a lien enforceable in accordance with the provisions of North Carolina General Statute §44A against the Premises for all sums expended to correct the violation of these restrictions pursuant to this paragraph. Such lien shall be subordinate to the interest of any mortgagee, irrespective of when its interest attached, and may be enforced and foreclosed in a suit or action brought in any court of competent jurisdiction.

15. The covenants specified herein and these restrictions shall be covenants and restrictions running with the land, which shall be binding on all persons, partnerships, corporations, or other entities owning any interest in the Premises, and their heirs, successors, and assigns. Unless otherwise provided,

the covenants and restrictions set forth above shall run in perpetuity and shall terminate and be of no further force or effect only in the event that the Old Town Hall Building is damaged beyond restoration as a result of fire or other catastrophe. Damage beyond restoration is defined as damage to an extent exceeding fifty percent (50%) of the insurable value of the building. Should any covenant or restriction be declared unenforceable, it shall not affect the enforceability of the other covenants and restrictions contained herein.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Town has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal duly affixed hereto, the day and year first above written.

THE TOWN OF CLAYTON, NORTH CAROLINA

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

STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

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

Date: _____

By: _____

Print Name: _____

Notary Public

My Commission Expires: _____

[SEAL OR STAMP]

EXHIBIT A

Legal Description

Property Address: 231 E. Second Street
Clayton, North Carolina

Tax Parcel ID: 05015051

Exhibit C
Development Agreement By and Between
CommunitySmith, LLC and The Town of Clayton

PARKING LICENSE AGREEMENT

THIS PARKING LICENSE AGREEMENT (“Agreement”) is made as of the ____ day of _____, 2017, by and between **THE TOWN OF CLAYTON, NORTH CAROLINA**, a municipal corporation of the State of North Carolina (hereinafter referred to as “Town”), and **COMMUNITYSMITH, LLC**, a North Carolina limited liability company, and/or its successors and assigns (hereinafter referred to as “Developer”).

RECITALS:

WHEREAS, Developer and Town are parties to that certain Development Agreement dated _____, 2017 (the “Development Agreement”), which sets forth the plan for Developer’s repair and rehabilitation of a multi-story town hall building commonly known as the “Old Town Hall,” which shall include the renovation and construction of up to sixteen (16) residential units therein (the “Residential Units”) located at 231 E. Second Street, Clayton, North Carolina;

WHEREAS, Town is the owner and operator of a certain existing municipall lot, which provides parking to the public (the “Lot”) located on that certain parcel of land with an address of 301 East Horne Street, Clayton, North Carolina (the “Lot Parcel”) and more particularly described in Exhibit A attached hereto;

WHEREAS, the Town is agreeable to providing Developer, and any successor thereof, with the right to use parking spaces to serve the Residential Units; and

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Provision of Parking

During the Term (as defined below) of this Agreement, Town shall provide and license to Developer a certain number of parking spaces in the Lot subject to the following terms and conditions (the “License”):

(a) Town shall provide Developer the right to use up to sixteen (16) reserved parking spaces (the “Reserved Spaces”) in the Lot to provide parking of motor vehicles by tenants and their guests of only the Residential Units (collectively “Tenants” and individually a “Tenant”). During the time in which Developer is repairing and rehabilitating the Old Town Hall, the term “Tenants” shall also include Developer’s contractors, vendors, agents, invitees and others participating in the redevelopment of the Old Town Hall. The Town shall provide Developer the use of one (1) Reserved Space per Residential Unit constructed at Old Town Hall. If, at any time during the course of this Agreement, Developer changes the use of a unit at Old Town Hall from a Residential Unit to another use, the number of Reserved Spaces will decrease by the number of units converted from a Residential Unit to another use. In the event Developer acquires real property upon which it provides permanent parking spaces for the

Residential Units, Developer shall have the right to utilize less than all of the Reserved Spaces, provided that Developer provides Town with not less than thirty (30) days prior written notice of any desired change in the number of Reserved Spaces. If the Developer, at any time during the course of this Agreement, returns a unit to use as a Residentail Unit, the Town is not obligated to increase the number of Reserved Spaces.

(b) The Reserved Spaces shall be in the locations shown on Exhibit B, attached to this Agreement (the "Reserved Parking Site Plan"). The Reserved Spaces shall be marked and designated as reserved for use by the Tenants of the Residential Units, and Developer shall pay for and have the exclusive right to use such spaces throughout the Term of this Agreement.

(c) The parties acknowledge that the Lot will be a public facility and that Developer and Tenants will also be entitled to use parking spaces in the Lot that are made generally available to the public on an "open occupancy" basis. The Parties further acknowledge that the availability of such "open occupancy" parking (the "Open Occupancy Parking") shall not diminish the Town's obligation to provide parking caps sufficient to accommodate the Reserved Parking Spaces for Developer's use in accordance with the terms of this Agreement.

2. Cost of Parking

Developer shall pay for the parking provided pursuant to this Agreement in accordance with the following:

(a) Developer shall pay for Reserved Spaces based on a Yearly Reserved Parking License Rate. Yearly invoices will be billed to the Developer on or about the 15th of the first month of the year. Payment shall be due on the first day of the month following receipt and shall be paid by the Developer in one check or electronic payment made payable to "Town of Clayton", at _____, Clayton, NC _____, or at such other address and/or other payee as Town may designate in writing. In the event Developer shall fail to make such yearly payment within 30 days of receipt, a past due payment at the rate of one percent (1%) per month for any portion of the payment thirty (30) days or more in arrears shall be assessed until the full amount is paid, with any payments being applied first to any interest and late fees due.

(b) As of the Commencement Date (as defined below), the monthly reserved parking license rate is \$15.00 per Reserved Space, per month (the "Monthly Reserved Parking License Rate") for an annual fee of \$180.00 per Reserved Space (the "Annual Reserved Parking License Rate"). The Annual Reserved Parking License Rate will escalate at a rate of two percent (2%) per year up to a maximum of \$20.00 per Reserved Space, per month for a maximum annual rate of \$240.00 per Reserved Space (the "Maximum Annual Rate"). Within thirty (30) days from the date the Maximum Annual Rate is realized, Developer shall provide an appraisal concluding to the fair market parking license rate (the "Developer's Appraisal"). If the Town is in agreement with the Developer's Appraisal, it shall notify the Developer within thirty (30) days and the fair market parking rate concluded to in the Developer's Appraisal shall become the new rate. If the Town is not in agreement with the Developer's Appraisal, the Town shall notify the Developer within the thirty (30) days and the Town shall engage an appraiser to conclude to the fair market parking license rate (the "Town's

Appraisal”). The Town’s Appraisal shall be completed within thirty (30) days of its notice to Developer. The parties, in good faith, shall attempt to agree upon a new parking license rate based on the two appraisals. If the parties do not agree on a new parking license rate within thirty (30) days of the completion of Town’s Appraisal, the new parking license rate shall automatically become the average rate of (i) the rate concluded to in the Developer’s Appraisal, and (ii) the rate concluded to in the Town’s Appraisal.

3. Operation and Use

(a) Town or its designated operator shall operate the Lot with all services and facilities normally associated with comparable public parking areas in the Town of Clayton. Town and Developer shall work together in good faith to provide for the smooth and efficient operation of the Lot for Tenants and other Lot patrons.

(b) Town shall allow unimpeded and open access to Tenants to and from the Lot at all times, i.e., twenty-four (24) hours per day, seven (7) days per week, including holidays.

(c) The Reserved Spaces shall be marked for the exclusive use of the Residential Units as mutually agreed by Developer and Town in their reasonable discretion. Developer shall bear costs not to exceed \$1,000.00.

(d) Use of the Lot by Developer, its agents, employees, contractors and guests shall be subject to Town policies and procedures and such reasonable rules and regulations as Town may adopt from time to time.

4. Term.

This Agreement and the License granted herein to the Reserved Spaces is perpetual, irrevocable and exclusive unless this Agreement is terminated as provided for in this Agreement. However, the Town may approach Developer at any time with a written request to relocate the Reserved Spaces and Developer shall respond to such request within sixty (60) days.

5. Operation, Maintenance, Repair and Temporary Relocation

(a) Town will operate the Lot in a manner similar to the operation of other Town owned and/or controlled parking facilities. Town will maintain the Lot in good working condition and repair and will make such repairs, perform such preventative maintenance, structural repairs or other improvements as the Town reasonably deems necessary. However, the Developer shall be solely responsible for the Old Town Hall and for all operations, maintenance, and repair of the same, and the Town shall have no responsibility therefore whatsoever. In performing maintenance, repairs or replacements, Town shall use all commercially reasonable efforts to minimize interference with the use, occupation and enjoyment of the Lot by Developer and Tenants. If possible, maintenance, repairs and replacements shall be confined to the area actually being so maintained, repaired or replaced. The Town will use commercially reasonable efforts to make other parking spaces available in the event of temporary closure of the Lot for the purposes of maintenance, repair, or replacement, at no additional cost or expense of the alternate parking spaces to the Developer. Other than in the event of an emergency, the Town will confer with Developer prior to any

closures of the Lot and will use commercially reasonable efforts to accomplish all Lot maintenance, repairs and replacements in a manner that will result in the least inconvenience for the Tenants. Developer and/or Tenants will not be entitled to any payments or offsets from the Town's monthly, hourly, daily, or parking revenues, if any, against the parking charges otherwise due from the Developer to the Town under the terms of this Agreement. Developer shall have no rights in or to any monies paid by anyone to the Town, or revenues received from anyone by the Town. If any construction, maintenance, repairs, other work, or other matters take place at the Lot that requires a temporary relocation of any of the Reserved Spaces available for use by the Developer, the Town may, on sixty (60) days written notice (except in the case of an emergency in which case no notice is required to Developer), temporarily relocate any of the Reserved Spaces to be used in connection with the parking spaces to other parking spaces located within the Lot until such construction and/or other work has been completed. Such relocation will be to another location in the Lot or to a parking location mutually agreeable to the Town and Developer, which agreement shall not to be unreasonably withheld. The Town agrees that no such relocation of spaces allocated for Reserved Spaces shall occur unless and until alternative Reserved Spaces for parking spaces in the Lot or in alternative locations, mutually agreeable to the Town and Developer, are available during any period in which a need for relocation arises.

(b) Town shall provide suitable and sufficient signs in and around the Lot as required for safe and orderly flow of pedestrian and vehicular traffic, including signage directing users to appropriate parking spaces. The signage will expressly provide for the towing and removal of any vehicles improperly parked in the Reserved Spaces which such signage shall comply with all requirements of local and state laws regarding towing. Notwithstanding the foregoing, Developer shall be solely responsible for all reasonable costs and expenses incurred by the Town in connection with or resulting from the placement, installation, use, operation, maintenance, repair, removal, and/or any other matters involving nonstructural and cosmetic changes to the signage and marking of the Reserved Spaces provided Developer is notified of such costs in advance and approves such costs in its commercially reasonable discretion.

6. Damage to the Lot

During the Term of this Agreement, in the event of any damage or destruction of all or any portion of the Lot, Town shall undertake promptly to repair the Lot to provide to Developer use as promptly as reasonably possible after the date of such damage or destruction the parking as contemplated by this Agreement. In the event that any or all of the Reserved Spaces are unavailable for Developer's use as a result of any such damage or destruction, fees payable for such Reserved Spaces shall be abated on a prorated basis until the Lot is restored and the affected Reserved Spaces are again available for use by Developer. If any damage or destruction of the Lot is the result of the Town's action or negligence, Town will provide Developer with alternative parking spaces in as close proximity as possible to Old Town Hall.

7. Default by Developer

(a) Each of the following shall constitute a default hereunder by the Developer (each of the following events is hereinafter referred to as "Default"):

- (i) The failure or refusal by Developer to make any payment due to the Town hereunder within thirty (30) days after written notice of nonpayment is given by the Town to the Developer.
- (ii) The failure or refusal by the Developer to perform any of its other covenants or obligations hereunder within sixty (60) days after written notice of nonperformance is given by the Town to the Developer; provided, however, that if such failure to perform cannot reasonably be cured within sixty (60) days, the Developer shall not be in default if it commences within sixty (60) days steps reasonably calculated to cure the nonperformance and in good faith pursues those steps diligently and in good faith to completion.
- (iii) A material default after all applicable notice and cure periods under the terms of the Development Agreement.

(b) Upon the occurrence of a Default as set forth in Section 7(a), the Town may immediately terminate this Agreement and the License by written notice to the Developer. In addition to this right to terminate this Agreement and License, the Town may also in the event of a Default by Developer hereunder exercise any and all other rights and remedies available to the Town at law or in equity, including without limitation the recovery of any and all monetary damages that the Town has suffered as a result of such Default.

8. Force Majeure

A delay in, or failure of, performance by any party, shall not constitute a default, nor shall the Developer or the Town be held liable for loss or damage, or be in breach of this Agreement, if and to the extent that such delay, failure, loss or damage is caused by an occurrence beyond the reasonable control of such party, and its agents, employees, contractors, subcontractors, and consultants, including results from Acts of God or the public enemy, acts of declared or undeclared war, public disorders, rebellion, sabotage, revolution, earthquake, floods, riots, strikes, labor or equipment difficulties, delays in transportation, whether direct or indirect, and which by the exercise of reasonable diligence said party is unable to prevent. For purposes of this Agreement any one delay caused by any such occurrence shall not be deemed to last longer than three (3) months and the party claiming delay caused by any and all such occurrences shall give the other party written notice of the same within thirty (30) days after the date such claiming party learns of or reasonably should have known of such occurrence. Notwithstanding anything else set forth above, after a total of six (6) months of delays of any type have been claimed by a party as being subject to force majeure, no further delays or claims of any type shall be claimed by such party as being subject to force majeure and/or being an excusable delay.

9. Default by the Town

In the event of any default, nonperformance, or breach of any of the terms or conditions of this Agreement by the Town, Developer shall be entitled to the repayment of monies paid by Developer to the Town or a deduction from any payment due from Developer to the Town for any Reserved Spaces that are not able to be used due to such default, nonperformance, or breach

for the period of time of such inability to use such Reserved Spaces. Developer may provide the Town with written notice of the same and the Town shall have thirty (30) days following receipt of such notice from the Developer to cure any such default, nonperformance, or breach, provided if such default, nonperformance, or breach cannot be cured within thirty (30) days from the date of receipt of the notice from the Developer, the Town shall be deemed to have cured the default as long as the Town undertakes to remedy the same within thirty (30) days following receipt of notice and the Town diligently proceeds to remedy such default, nonperformance, and/or breach. Notwithstanding the foregoing, if the Town is in default, nonperformance, or breach of any of the terms or conditions of the Agreement (beyond the applicable notice and cure period), and Developer is unable to use or access the Reserved Spaces in the Lot due to the Town's default, nonperformance, or breach, the Town shall immediately provide Developer the same number of parking spaces that then constitute the Reserved Spaces in a parking lot substantially similar in location and convenience to Old Town Hall within seventy-two (72) hours of receipt of written notice from Developer.

10. Insurance Requirements

(a) Town will carry whatever insurance it deems appropriate.

(b) Developer shall maintain during the term of this Agreement, at its own expense, public liability insurance in an amount adequate to protect against liability for damage claims for personal injury, death and property damage, arising out of accidents occurring in or about the Lot, with limits in amounts not less than \$500,000 per person, \$1,000,000 for any one accident, and \$250,000 for property damage, subject to an annual aggregate limit of \$1,000,000. Such liability policy shall (i) name Town as additional insured, (ii) provide that it shall not be cancelled without thirty (30) days prior written notice to Town, and (iii) be issued by an insurance company authorized to do business in the State of North Carolina.

11. Indemnity

(a) Town Indemnity. To the extent permitted by law, Town shall indemnify and hold harmless Developer from and against any and all claims, demands, actions, losses, damages, orders, judgments and any and all costs and expenses (including without limitation reasonable attorneys' fees and costs of litigation), resulting from or incurred by Developer on account of Town's use of the Lot, except in all cases to the extent such claims are caused by the negligent act or omission or willful misconduct of Developer.

(b) Developer Indemnity. Developer shall indemnify and hold harmless Town against and from any and all claims, demands, actions, losses, damages, orders, judgments and any and all costs and expenses (including without limitation reasonable attorneys' fees and costs of litigation), resulting from or incurred by Town on account of Developer's use of the Lot, except in all cases to the extent such claims are caused by the negligent act or omission or willful misconduct of Town.

12. Waiver of Liability and Subrogation

Town and Developer on behalf of themselves and all others claiming under them, including any insurer, waive all claims against each other, including all rights of subrogation, for

loss or damage to their respective property (including, but not limited to, the Lot) arising from windstorm, hail, vandalism, theft, malicious mischief and any of the other perils normally insured against in an “all risk” of physical loss insurance policy, regardless of whether insurance against those perils is in effect with respect to such party’s property and regardless of the negligence of either party. If either party so requests, the other party shall obtain from its insurer a written waiver of all rights of subrogation that it may have against the other party.

13. Tax Liability

The provisions of this Agreement shall not be deemed to require Developer to pay, by whatever name called, income or receipts or excess profits taxes assessed against Town, or any capital levy, rent, gift or transfer taxes incurred by Town, pertaining to the ownership or operation of the Lot.

14. Title to Property; Memorandum

(a) Town covenants that it has full right to enter into this Agreement and grant a license as of the date hereof and Town is or will be seized in fee simple of and have good and marketable title to the Lot, subject to any recorded liens, leases, encumbrances, easements, covenants, conditions and restrictions and existing zoning and other state and local requirements, none of which shall prevent Town from performing its obligations hereunder.

(b) A memorandum of this Agreement in form reasonably satisfactory to Town and Developer may be recorded by Developer in the land records of the County of Johnston, North Carolina. Developer will pay all recording taxes or fees required in connection with recording such memorandum.

15. Attorneys’ Fees

In the event of any litigation between Town and Developer arising out of this Agreement, the prevailing party in such proceedings shall be entitled to recover from the other party all reasonable costs and expenses (including court costs and reasonable attorney’s fees) incurred in connection with such litigation.

16. Assignment and Sublicense

This Agreement and the License may be freely assigned to any subsequent owner of Old Town Hall (the “Assignment”); provided, however, Developer shall provide written notice of the Assignment to Town within thirty (30) days of said Assignment. Furthermore, Developer shall have the right to sublicense its rights under this Agreement to permit the Tenant(s) to use the Reserved Spaces in the Lot.

17. Notices

All notices or other communications required or desired to be given with respect to this Agreement shall be in writing and shall be addressed as follows:

To Town: Town Manager
Town of Clayton
111 East Second Street | PO Box 879
Clayton, NC 27528
Attn: _____

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

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

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

Any communication so addressed shall be deemed duly served when received or when mailed by certified mail, postage prepaid, return receipt requested.

18. Development of Old Town Hall

This Agreement is expressly conditioned on the execution and delivery of the Development Agreement by the Developer and the permitted assignees of the Developer.

19. Entire Agreement

This Agreement, including any attachments, exhibits, and referenced documents, constitutes the complete understanding between the parties hereto with respect to the License and supersedes all prior understandings and writings, and this Agreement may be amended or modified only by a writing signed by Town and Developer.

20. Miscellaneous

(a) The obligations of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns who shall be only those persons to whom the Development Agreement is permitted to be assigned in accordance with the terms and conditions of such agreement. Any such successors and assigns shall be deemed to have assumed and agreed to perform all obligations under this Agreement arising from and after such assignment.

(b) In the event that any provisions of this Agreement shall be held invalid, the same shall not affect in any respect whatsoever the validity of the remaining provisions of this Agreement.

(c) This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of North Carolina.

(d) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single document.

[REMAINDER PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

TOWN OF CLAYTON, NORTH CAROLINA

[SEAL]

ATTEST:

Name: _____
Title: _____

_____, Town Clerk

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

DEVELOPER:

COMMUNITYSMITH, LLC

By: _____(SEAL)

Name: _____

Title: _____

Date: _____

Exhibit C
Development Agreement By and Between
CommunitySmith, LLC and The Town of Clayton

EXHIBIT A
LOT PARCEL

PPAB 3832104v8
PPAB 3909065v1

Exhibit C
Development Agreement By and Between
CommunitySmith, LLC and The Town of Clayton

EXHIBIT B
RESERVED PARKING SITE PLAN

PPAB 3832104v8
PPAB 3909065v1



**The Town of Clayton
Town Council Work Session Meeting Minutes
Monday, September 18, 2017 @ 6:30 PM
Council Chambers**

COUNCIL PRESENT:

Mayor McLeod
Mayor Pro Tem Grannis
Council Member Satterfield
Council Member Lawter
Council Member Holder
Council Member Thompson

STAFF PRESENT:

Adam Lindsay, Town Manager
Nancy Medlin, D/Town Manager
Katherine Ross, Town Attorney
Kimberly Moffett, Town Clerk
David DeYoung, Planning Director
Jay McLeod, Senior Planner
Larry Bailey, Parks & Recreation Director
Dale Medlin, Electric Distribution System Dir.
James Warren, Wastewater Plant Supervisor
Steve Blasko, Street/Property Main. Super.
Stacy Beard, Public Information Officer
John Hamlin, A/Public Information Officer

COUNCIL ABSENT:

1 CALL TO ORDER

Pledge of Allegiance and Invocation

- a) Mayor McLeod called the meeting to order at 6:39 p.m. He led everyone in the Pledge as well as offering the Invocation.

2 ADJUSTMENT OF THE AGENDA

- a) Added Item 6L - Central Lift Easement Acquisition Discussion

3 CONSENT AGENDA

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

- a) Certificate of Sufficiency 2017-141-ANX Grand Plaza LLC (Lidl)

ACTION: Adoption of Consent Agenda as Presented

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

4 ADMINISTRATIVE ITEMS

- a) Warranty Acceptance
 - Stallings Mill Apartments

- RWAC Ravens Ridge 8D
- RWAC Ravens Ridge 8D (Asphalt Pavement)
- Parkview Subdivision Phase 2A
- Parkview Subdivision Phases 2B, 3, 5 & 7
- Chandlers Ridge (Old Lyndale) Subdivision Phase 1 & 2 (Asphalt Pavement)
- Chandlers Ridge (Old Lyndale) Subdivision Phase 2 & 3

ACTION: Placed on October 2, 2017 Consent Agenda

5 INTRODUCTIONS AND SPECIAL PRESENTATIONS

a) Employee Introductions

Presenters: Nancy Medlin, Deputy Town Manager
 Steve Blasko, Street/Property Maintenance Superintendent
 Larry Bailey, Parks & Recreation Director
 James Warren, Wastewater Treatment Plant Superintendent
 Dale Medlin, Electric Distribution System Director

NEW EMPLOYEES:

- Joy Garretson, Library Director
- Joseph Nelligan, Property Maintenance Worker
- Jose Cantu, Property Maintenance Worker
- Lauren Lambert, Administrative Support Specialist
- Salvadore "Junior" Valdiviezo Jr., Wastewater Treatment Plant Operator

RECENTLY PROMOTED EMPLOYEE:

- Wesley Harris, Senior Electric Line Technician

Ms. Medlin introduced Joy Garretson, who is the new Library Director. Joy provided a personal background and stated she is excited to be here in Clayton and looks forward to getting out into the community.

Mr. Blasko introduced two new employees; Joe Nelligan & Jose Cantu. Jose introduced himself and thanked everyone for the opportunity. Joe thanked everyone for the opportunity and stated it was an honor to be part of the team.

Mr. Bailey introduced Lauren Lambert, who is the Administrative Assistant at the Community Center. Lauren previously worked for the NC State Admissions Office and stated she is looking forward to working with everyone.

Mr. Medlin introduced Wesley Harris who was recently promoted to the position of Senior Electric Line Technician. Wesley stated he was very appreciative of the opportunity and hopes to be with the Town of Clayton for many years.

Mr. Warren introduced Salvadore Valdiviezo, who is the newest employee at the Wastewater Treatment Plant. Salvadore stated he was happy and honored to be in Clayton.

Council welcomed everyone and thanked them for being part of the team here in Clayton.

- b) Proclamation Request - Constitution Week 2017
Presenter: Gayenell Gull, Regent - Smith-Brian Chapter National Society Daughters of the American Revolution

Ms. Gull was present and requested a Proclamation for Constitution Week, which is September 17 - 23, 2017. She apologized for request being delayed this year. She provided history about Constitution Week and thank council for consideration of the request.

ACTION: Placed on October 2, 2017 Consent Agenda

6 ITEMS SCHEDULED FOR THE REGULAR MEETING

- a) Budget Amendment Requests
Presenter: Nancy Medlin, Deputy Town Manager
- Drug Seizure Fund
 - Water Barricade

Ms. Medlin provided information regarding budget amendments with reference to safety equipment and replacement of vehicle. Equipment to be purchased are water barricades that allow for the creation of a barrier to be used during town events. This type of barrier is easier to store and more effective than barriers currently being utilized.

ACTION: Placed on October 2, 2017 Consent Agenda

- b) Water & Sewer Capacity Rate Changes
Presenter: Nancy Medlin, Deputy Town Manager

Ms. Medlin provided information regarding amendments to the Comprehensive List of Fees and Charges. These charges simply reflect that our fees will automatically be updated at the time that Johnston County updates their water and sewer capacity rates. These fees are strictly pass through fees.

ACTION: Placed on October 2, 2017 Consent Agenda

- c) 2018 Holiday Schedule
Presenter: Kimberly A. Moffett, Town Clerk

Ms. Moffett provided a draft of the proposed 2018 Holiday Schedule. The Town of Clayton follows the same annual Holiday Schedule as the one established for employees of the state.

ACTION: Placed on October 2, 2017 Consent Agenda

- d) **2018 Town Council Meeting Schedule**
Presenter: Kimberly A. Moffett, Town Clerk

Ms. Moffett provided a draft schedule of Town Council meetings for 2018. It was noted meetings are held the first and third Monday of each month. The only difference from that schedule would be should a scheduled meeting fall on a Monday that is a holiday, the council meeting would be held on Tuesday of that week. Additionally, there is only one meeting held in the month of July. The meeting in July would be held on the third Monday and would serve as both a work session and a regular session.

ACTION: Placed on October 2, 2017 Consent Agenda

- e) **2017-115-RZ - 3049 Barber Mill Road**
Presenter: Planning Department

Mr. McLeod provided information regarding this rezoning request. Request is to rezone property location at 3049 Barber Mill Road from Neighborhood Business (B-2) to Residential Estate (R-E)/.

ACTION: Set Public Hearing for October 2, 2017

- f) **2017-130-RZ - Bannister Property**
Presenter: Planning Department

Mr. McLeod provided information regarding this request. Request is to rezone property located off Ramblewood Drive from Residential-Estate (R-E) and Industrial-Heavy Special Use District (I-2 SUD) to Industrial-Light Special Use District (I-2 SUD).

ACTION: Set Public Hearing for October 2, 2017

- g) **2017-137-SUP - Lofts @ Old Town Hall**
Presenter: Planning Department

Mr. DeYoung presented and stated that Special Use Permit is being requested to develop 16 apartment units. The location of this property is 231 E Second Street.

Mayor Pro Tem Grannis had a question regarding there not being a trash dumpster located at the premises. Mr. DeYoung stated this is not a new process. Residents would leave their trash outside their door and management would pick it up and dispose of it off-site. Mayor Pro Tem Grannis asked that the Developers Agreement be provided at the next council meeting. Mayor Pro Tem Grannis asked that parking and management of spaces be discussed at the next meeting. Council Member Satterfield asked about guest parking and Mr. DeYoung stated there would not be specific parking assigned for guests. Mayor Pro Tem Grannis asked if there would be an elevator and Mr. DeYoung stated there would not be. ADA compliant apartments would be located on the first floor of the property.

ACTION: Set Public Hearing for October 2, 2017

- h) 2017-100-SD - Avery Farm Major Subdivision
Presenter: Planning Department

Mr. McLeod provided information regarding this subdivision which would consist of 20 single family lots.

Mayor Pro Tem Grannis asked about waivers and Mr. McLeod stated staff was in agreement with waivers regarding curb, gutter and sidewalks. There was also brief discussion regarding the mail kiosk and ADA compliance. There was question regarding lot #21, and Mr. McLeod stated there was a change since this project was presented to Planning Board and there was reduction in the number of lots and now the total number of lots is 20.

ACTION: Set Public Hearing for October 2, 2017

- i) 2017-141-ANX - Grand Plaza LLC (Lidl)
Presenter: Planning Department

Mr. DeYoung stated that as a condition of approval for this project, annexation was required as Town of Clayton would be providing public services.

ACTION: Set Public Hearing for October 2, 2017

- j) Code of Ordinances Chapter 98 Amendment - Noise
Presenter: David DeYoung, Planning Director

Mr. DeYoung stated this chapter has not been updated since 1994. Staff has researched by looking at neighboring municipalities with reference to noise ordinances and this amendment includes definitions and exemptions.

Council Member Holder stated this was looked at 5-6 years ago and no action was taken at that time. Mr. DeYoung stated this is a very different suggested amendment. There was discussion regarding previous suggestions that included, decibel meters as well as issues dealing with calibration of said equipment as well as requirement for certified equipment reader. This is not included in this suggested amendments.

There was discussion regarding day time hours. Mr. DeYoung stated we currently have our times as 7:00 a.m. - 9:00 p.m. It appears to be the standard of time period to be 7:00 a.m. to 10:00 p.m.

Mayor Pro Tem Grannis asked how enforcement would take place. Mr. DeYoung stated it would be triggered if two residents reported the an issue at the same location and time.

ACTION: Set Public Hearing October 2, 2017

- k) Recommendation for Appointment to the Clayton Planning Board
Presenter: David DeYoung, Planning & Development Director

Mr. DeYoung stated there is a current vacancy on the Planning Board. He stated we have received an application from Andria Merritt who is very active in the community and the farmers market. Additionally she works for a governmental regulatory agency and understands about process and procedure. It was recommended that she be appointed to the Planning Board.

ACTION: Place on October 2, 2017 Consent Agenda

- I) Central Lift Easement Acquisition Discussion
Presenter: Katherine Ross

Ms. Ross stated the Town of Clayton is installing a new gravity sewer line to expand its wastewater capacity and abandon a lift station near Central Avenue. A small portion of the line will extend onto properties owned by Walden Home Owners Association, SCA Ventures and the Avery's. Knowing that one of these properties is owned by the Walden Homeowners Association (HOA) and the fact that Council Member Satterfield is a lot owner in this property, Attorney Ross recommends that a committee be set up, which would be made up of all council members with exception of Council Member Satterfield.

ACTION: Motion to Suspend Rules to Take Action at Work Session

Motion: Council Member Thompson
Second: Mayor Pro Tem Grannis
Vote: Unanimous

ACTION: Motion to Establish Committee Regarding Easement/Walden Homeowners Association

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

Ms. Ross provided additional information and stated that the town has been in easement negotiations with all three property owners for several months. A resolution would authorize proceeding with condemnation, should the negotiations not be successful. To obtain the easement from the HOA, 2/3 of its members would need to sign a document agreeing to the easement. With such a large amount of signatures being required, it is not feasible in the timeframe to move forward with the sewer line, therefore the town will move forward with the condemnation of the HOA property. This action is being taken with the knowledge of the HOA Board. The town has been engaged to answer any questions of about HOA members and questions regarding this process.

ACTION: Place Resolution on October 2, 2017 Old Business

Motion: Council Member
Second: Council Member
Vote: Unanimous

7 ITEMS CONTINGENT FOR THE REGULAR MEETING

8 ITEMS FOR DISCUSSION

9 ITEMS REQUIRING ACTION

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

10 OLD BUSINESS

11 STAFF REPORTS

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

Mr. Simpson provided update on bridge damaged during Hurricane Matthew. He advised we had received FEMA notice of possible rescinding of funding due to Hurricanes Harvey and Irma and possible need of redirection of federal funding. This notice was received last week.

There was discussion and Council Member Satterfield asked if the original bridge was built by Fred Smith. It was stated that was correct. He asked about any requirements. It was stated that following the dedication of the Mountain to Sea Trail it became our property. Discussion continued and it was stated that we need to ensure that all bridges are built to our specifications moving forward. Mayor Pro Tem Grannis questioned what other options were available to us at this point with regard to funding. It was stated that until we speak with FEMA we do not know. There was brief discussion regarding moving monies from reserves to complete this project if necessary. Council Member Holder asked what the cost would be and it was stated the cost to be at an estimate of \$250,000. Mr. Lindsay stated we really don't have any concrete facts right now and he stated he would like to get some definitive answers prior to committing our reserves to pay for something that the federal government should be responsible for. Mayor McLeod requested that Congressman Rouzer be made aware of what has transpired.

12 OTHER BUSINESS

- a) Informal Discussion & Public Comment

Mr. John McFadden was present and spoke about the pilot who recently perished in Duke Life Flight helicopter crash last week. The pilot was a resident of the Summerlyn Subdivision in Clayton.

b) Council Comments

Mayor McLeod stated the Harvest Festival was a great event with tremendous support and partnerships. He offered his appreciation to all involved. Mayor Pro Tem Grannis echoed his sentiments.

13 ADJOURNMENT

a) With there being nothing further, the meeting was adjourned at 7:33 p.m.

ACTION: Motion to Adjourn

Motion: Council Member Thompson

Second: Council Member Satterfield

Vote: Unanimous

Duly adopted this the 6th day of November 2017 while in regular session.

Jody L. McLeod
Mayor

ATTEST:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk

September 18, 2017
Minutes

**The Town of Clayton
Regular Town Council Meeting Minutes
Monday, October 2, 2017 @ 6:30 PM
Council Chambers**

COUNCIL PRESENT:

Mayor Pro Tem Grannis
Council Member Satterfield
Council Member Lawter
Council Member Holder
Council Member Thompson

STAFF PRESENT:

Adam Lindsay, Town Manager
Nancy Medlin, Deputy Town Manager
Katherine Ross, Town Attorney
Kimberly Moffett, Town Clerk
David DeYoung, Planning Director
Jay McLeod, Senior Planner
Tim Simpson, Public Works Director
Rich Cappola, Town Engineer & Inspections
Director
Larry Bailey, Parks & Recreation Director
Lee Barbee, Fire Chief
Stacy Beard, Public Information Officer
John Hamlin, A/Public Information Officer

COUNCIL ABSENT:

Mayor McLeod

1 CALL TO ORDER

Pledge of Allegiance and Invocation

- a) Mayor Pro Tem Grannis called the meeting to order at 6:32 p.m. He asked everyone to join in a moment of silence to honor the lives lost in the mass shooting in Las Vegas. Following the moment of silence, he led everyone in the Pledge of Allegiance and offered the Invocation.

2 ADJUSTMENT OF THE AGENDA

- a) Addition of Closed Session

3 CONSENT AGENDA

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

- a) Draft Minutes
 - September 5, 2017 - Regular
 - September 5, 2017 - Closed
- b) Warranty Acceptance
 - Stallings Mill Apartments
 - RWAC Ravens Ridge 8D
 - RWAC Ravens Ridge 8D (Asphalt Pavement)

- Parkview Subdivision Phase 2A
 - Parkview Subdivision Phases 2B, 3,5 & 7
 - Changers Ridge (Old Lyndale) Subdivision Phases 1 & 2 (Asphalt Pavement)
 - Changers Ridge (Old Lyndale) Subdivision Phases 2 & 3
- c) Recommendation for Appointment to the Clayton Planning Board
- d) Budget Amendment
- Ordinance 2017-10-01 Drug Seizure
 - Ordinance 2017-10-02 Water Barricades
- e) Water & Sewer Capacity Rate Changes - Ordinance #2017-10-03
- f) 2018 Holiday Schedule - Resolution #2017-28
- g) Proclamation - 2017 Constitution Week
- h) 2018 Town Council Meeting Schedule - Resolution #2017-29

ACTION: Adoption of Consent Agenda as Presented

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

4 INTRODUCTIONS AND SPECIAL PRESENTATIONS

5 PUBLIC HEARINGS

- a) 2017-115-RZ - 3049 Barber Mill Road
Presenter: Planning Department

Mayor Pro Tem Grannis noted this as a Public Hearing and the hearing was opened at 6:35 p.m.

Mr. McLeod provided information regarding this proposed rezoning located at 3049 Barber Mill Road. Applicant is requesting rezoning from Neighborhood Business (B-2) to Residential Estate (R-E).

The request is compatible with Surrounding Land Uses and is consistent with the 2040 Comprehensive Plan. The applicant has addressed the rezoning criteria. Planning Board and staff recommend approval of the rezoning.

Mayor Pro Tem Grannis opened the floor for anyone wishing to comment. With no one coming forward, the hearing was closed and the item was turned over to council for their deliberation.

ACTION: Adoption of Ordinance #2017-10-04

Motion: Council Member Lawter
 Second: Council Member Satterfield
 Vote: Unanimous

- b) 2017-130-RZ - Bannister Property
Presenter: Planning Department

Mayor Pro Tem Grannis noted this as a Public Hearing and the hearing was opened at 6:37 p.m.

Mr. McLeod provided information regarding this proposed rezoning of the Bannister property located at 623 Ramblewood Drive. Applicant is requesting rezoning from Residential Estate (R-E) and Industrial-Heavy Special Use District (I-2 SUD) to Industrial-Light Special Use District (I-1 SUD).

The request is compatible with Surrounding Land Uses and is consistent with the 2040 Comprehensive Plan. The applicant has addressed the rezoning criteria. Planning Board and staff recommend approval of the rezoning.

Mayor Pro Tem Grannis opened the floor for anyone wishing to comment. Mr. Donnie Adams came forward and stated he was representing the applicant and stated he was available for any questions.

With no one further coming forward, the hearing was closed at 6:39 p.m. and the item turned over to council for deliberation.

ACTION: Adoption of Ordinance #2017-10-05

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

- c) 2017-137-SUP - Lofts @ Old Town Hall
Presenter: Planning Department

This item was continued to November 6, 2017. Mr. DeYoung stated it was agreed by all parties that it would be best to continue this item to the November 6, 2017 meeting, at which time the parking agreement final details would be complete. Additionally, the developers' agreement will be provided. Both of these agreements will be included in the packet for the October 16, 2017 work session.

ACTION: Continue to November 6, 2017

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

- d) 2017-100-SD - Avery Farm Major Subdivision
Presenter: Planning Department

Mr. McLeod provided information regarding this project that will consist 20 single family residential lots located in the ETJ. Project is located off of Guy Road and west of the Inglewood Subdivision. 1.07 dwellings per acres. Water

will be provided by Johnston County, sewer will be provided by private septic tanks and electric provider will be Duke Energy. The streets are intended for dedication to NCDOT.

The project is compatible with Surrounding Land Uses, is consistent with the 2040 Comprehensive Plan and Unified Development Code. The applicant has addressed all Findings of Facts. Applicant has requested waivers. Planning Board and Staff recommend approval of both waivers regarding provision of curb and gutter and sidewalks.

Staff is recommending approval with conditions as listed in staff report with the following amendments:

Condition #1 will read as follows:

Following Board approvals, three copies of the final Preliminary Subdivision Plan (Preliminary Plate) meeting the requirements of the Conditions of Approval shall be submitted to the Planning Department for final approval. The following items shall be recorded on the plans before they receive final approval from the Planning Department:

- a. All Conditions of Approval shall be recorded on the Preliminary Subdivision Plan Sheet.
- b. Streets shall be labeled based on the public entity to whom dedication is intended.
- c. A note/label shall be provided on the Preliminary Subdivision Plan sheet designated that portion of Huntsbridge Drive that will be paved.
- d. The Avery Farm Lane 50' access easement shall be shown in all places where it overlaps the property.

Attorney Ross provided information regarding Quasi-Judicial proceedings and the type of testimony that could be considered. Mayor Pro Tem Grannis asked those wishing to offer testimony to stand and be issued the oath. Affirmation of Oath was issued by the Town Clerk.

The applicant, Reid Smith was present. He addressed the council and offered his appreciation to both staff and the Planning Board. He stated he believes this project is a good one.

There were no questions for the applicant. With no one further coming forward the hearing was closed and turned over to council for deliberation.

ACTION: Approval of 2017-100-SD Avery Farm Major Subdivision

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

- e) 2017-141-ANX - Grand Plaza LLC
Presenter: Planning Department

This item was not heard as the applicant contacted the town on Thursday, September 28, 2017 and advised they wished to withdraw their application. Mr. DeYoung provided additional information and stated this was the Lidl project. It is our understanding this was a corporate decision not a local decision. Mr. DeYoung stated owner of site was disappointed as well. He further stated there is another exciting possible use in line and ready to go for this location.

ACTION: None - Application Withdrawn

Motion: Council Member
Second: Council Member
Vote: Unanimous

- f) Code of Ordinances Chapter 98 Amendment - Noise
Presenter: David DeYoung, Planning & Development Director

Mr. DeYoung provided information and stated last time this section had been updated was 1994. Staff looked at adjacent towns to include, Garner, Wake Forest, Apex, and Holly Springs. We compared sections line by line and added purpose, exemptions for government utility issues, safety, updated prohibited activities. These suggested amendments will modify our ordinance to be consistent with surrounding municipalities.

Council Member Lawter asked about enforcement. Mr. DeYoung stated that the adjustment of hours brought our code into line with other codes and further stated that should two folks can complain about a noise issue it would then be a valid complaint and enforceable. We would have authority to issue citations. If there were a complaint about a citation it could be handled via the Board of Adjustment. There was discussion regarding enforcement and Mr. Lindsay stated that the thought behind enforcement is related to folks who don't follow rules. We of course would ensure that residents were made aware of code. Council Member Holder concern about gray area for law enforcement (discretion) regarding loud music, etc. Council Member Holder would like to see some guidelines. Mr. DeYoung believes it would be a policy type decision. Ms. Ross stated that the police department could create policy about how officers are trained and enforcement. Council Member Holder wanted to know if policy should be created prior to passing ordinance. Ms. Ross stated that if council requested specificity that could be added to ordinance though that would not be required. Mr. DeYoung provided additional information. Mr. Lindsay stated that by nature noise ordinances are difficult and believes the proposed changes help to give Police additional guidance. Overall it really is about neighbors being neighborly. It is very difficult to make it specific and in trying to do that could possibly make it unenforceable. The intent is to create clarity and simplicity. Mr. DeYoung stated the ordinance would now be consistent with surrounding areas.

Council Member Lawter suggested that a specific map be referenced in the ordinance to indicate the downtown core.

Mayor Pro Tem Grannis stated he had concern that this is becoming very subjective and had difficulty understanding how it would be reasonably enforced. Mr. DeYoung stated that there must be multiple complaints. He also provided additional details regarding Apex and the multiple issues they experience with using decibel meter readings. He further stated this was added to Apex to specifically target trains that were left running downtown. Mr. DeYoung also stated that we don't get a huge amount of noise complaints and that when we do our police officers currently go out and try to rectify the issue.

Mayor Pro Tem Grannis stated he polled 119 folks from downtown and stated out of those 119 polled, 93 stated there was virtually no issue. He stated another concern was the change from 9:00 p.m. to 10:00 p.m. Mr. DeYoung stated this would be consistent with neighboring municipalities. He spoke about newer downtown businesses and that 9:00 p.m. could inhibit some of those businesses.

Council Member Holder addressed about many of the high school activities that go past 9:00 p.m. Mr. DeYoung stated there are events that will go past 9:00 p.m., so he felt that 10:00 p.m. was a fair time.

Mayor Pro Tem Grannis opened the public hearing for comments at 7:09 p.m.

A citizen who lives across from First Street Tavern stated he has lived there for 30 years. He further stated he has had many problems since the opening of First Street Tavern. He stated families in the area are being bothered by the noise and feels that 10:00 p.m. is too late.

With no one else coming forward to speak, the hearing was closed and turned over to council for deliberation.

Council Member Lawter stated feels we are heading in the right direction.

Mayor Pro Tem Grannis stated he felt he did his due diligence in completing a poll of citizens. He stated that there are times when the council has to make tough decisions and this was one of those times for him.

ACTION: Adoption of Ordinance #2017-10-06

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

6 OLD BUSINESS

- a) Central Lift Station Abandonment Easement Acquisition - Resolution Authorizing Condemnation

Presenter: Katherine Ross, Town Attorney

Ms. Ross provided information regarding the sewer line and abandonment of the Central Lift Station. She provided additional details regarding the proposed resolutions that would allow the town to move forward with condemnations. She further stated that the town has been in discussion and will continue those discussions. At this time we will proceed with the condemnation of the Walden HOA due to the timeframe regarding requirement of 2/3 of the owners' signatures prior to October 10, 2017.

Attorney Ross reminded that Council Member Satterfield is not a member of the Walden HOA Easement Acquisition Committee. Council Member Satterfield recused himself from the vote.

ACTION: Adoption of Resolution #2017-30 by Walden Homeowners Easement Acquisition Committee

Motion: Council Member Holder

Second: Council Member Thompson

Vote: Unanimous

- b) Lease Portions of Property located at 3798 Powhatan Road to YMCA and Novo Nordisk

Presenter: Nancy Medlin, Deputy Town Manager

Ms. Medlin provided information regarding the property leases to Novo and YMCA. She provided a review of the Novo Nordisk project. Prior to public announcement of expansion, there were discussions regarding wastewater and ability to provide same. Numerous sites were considered and it was agreed that the YMCA Powhatan Road site was the best location for the wastewater facility. Negotiations began with the YMCA regarding obtaining of property. This culminated with land swap. Agreement was completed and signed with Novo last week. Novo will construct the facility and upon completion of construction the facility, Novo will turn the facility over to the town.

There are two leases. One lease is for the back portion of the YMCA Powhatan property will be the location for wastewater facility and the second lease is for the front portion which will be used by the YMCA to continue use as soccer fields. Additionally it was stated that the cost to acquire the Powhatan property will be recovered through user rates for the facility and will not be paid by taxpayers dollars or water/sewer system users.

Mayor Pro Tem Grannis asked if it were fair to say that land swap was fair and of no detriment to the town. Nancy affirmed that the land swap was in no way detrimental to the town or tax payers.

ACTION: Place on October 16, 2017 Consent Agenda

7 NEW BUSINESS

8 STAFF REPORTS

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

Mr. Capolla provided an update on the bridge that was damaged during Hurricane Matthew. He stated a total of eight bids were received. The low bidder contract is currently being negotiated and it hoped to have that completed within 30 days. He stated there is approximately a 120 day construction time period for the project with a completion either late winter or early spring.

Mayor Pro Tem Grannis asked about FEMA funding and asked when we applied for assistance. Mr. Lindsay stated application was completed a few months following the hurricane. He stated that discussion began with FEMA in approximately January. FEMA encouraged that we get design together and also it is best not to rush so you don't miss a step and be told that the project does not fit criteria for reimbursement. Mr. Lindsay stated that all requirements were followed and the process is time consuming.

9 OTHER BUSINESS

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

10 CLOSED SESSION

- a) At 7:28 p.m. Council went into Closed Session pursuant to NCGS 143-318.11(a)(3) regarding the attorney-client privilege and potential law suit.

ACTION: Closed Session pursuant to NCGS 143-318.11(a)(3)

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

11 ADJOURNMENT

- a) With there being nothing further, the meeting was adjourned at 7:47 p.m.

ACTION: Adjourn the Meeting

Motion: Council Member Satterfield

Second: Council Member Thompson

Vote: Unanimous

Duly adopted this the 6th day of November, 2017 while in regular session.

Jody L. McLeod
Mayor

ATTEST:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk

October 2, 2017
Minutes



**The Town of Clayton
Town Council Work Session Meeting Minutes
Monday, October 16, 2017 @ 6:30 PM
Council Chambers**

COUNCIL PRESENT:

Mayor McLeod
Mayor Pro Tem Grannis
Council Member Satterfield
Council Member Lawter
Council Member Holder
Council Member Thompson

STAFF PRESENT:

Adam Lindsay, Town Manager
Nancy Medlin, Deputy Town Manager
Charles Meeker, Town Attorney
Christy Anastasi, Deputy Town Clerk
David DeYoung, Planning Director
Jay McLeod, Senior Planner
Catherine Whitley, Human Resources Director
Blair Myhand, Police Chief
Stacy Beard, Public Information Office
John Hamlin, Assistant Public Information Officer

COUNCIL ABSENT:

1 CALL TO ORDER

Pledge of Allegiance and Invocation

- a) Mayor McLeod called the meeting to order at 6:34 p.m. He led everyone in the Pledge of Allegiance and offered the Invocation.

2 ADJUSTMENT OF THE AGENDA

- a) Mayor Pro Tem Grannis requested that Proclamations for both Domestic Violence Awareness Breast Cancer Awareness Month be added under Section 9. Additionally, Mr. Lindsay added an item for a budget amendment regarding replacement of a police vehicle under Section 9.

3 CONSENT AGENDA

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

- a) Resolutions - Lease for Portions of Property located at 3798 Powhatan Road - Novo & YMCA

ACTION: Adoption of Consent Agenda as Presented

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

4 ADMINISTRATIVE ITEMS

- a) Warranty Acceptance - Health Park at 42 West - Phase I

ACTION: Place on November 6, 2017 Consent Agenda

5 INTRODUCTIONS AND SPECIAL PRESENTATIONS

- a) Clayton Downtown Development Advisory Board Annual Update/Report
Presenter: James Lipscomb, Chair

Mr. Lipscomb stated more than half of the CDDA members were in attendance for this update. Mr. Lipscomb stated the purpose of the CDDA is to preserve the character of the downtown area and to protect the historic buildings. The goals of the board are to protect and strengthen downtown business, cultural and entertainment in downtown. Mr. Lipscomb stated it serves as the voice of businesses in downtown with local and state entities. Mr. Lipscomb stated the board will continue to support and coordinate long-term planning for downtown and thanked the Council for their continued support. Mr. Lipscomb stated the board meets on monthly. It was calculated that over 830 volunteer hours were dedicated in the past year. Over \$20,000 was collected in sponsorship and concession fees in 2017. Mr. Lipscomb provided information on upcoming events such as Christmas Village & Tree Lighting on November 30th and the Main Street Conference March 13-15 2018. Weekly meetings are currently being conducted with the Main Street Conference. There are plans for new retail and restaurant businesses coming in 2018. Board suggestions to Council are to strengthen code enforcement actions on deteriorating properties in downtown. Mayor McLeod asked what the funds collected from sponsorship and concessions were used for. Mr. Lipscomb stated all of the funds were reinvested back into the programs. Mayor Pro-Tem Grannis commended all of the hard work the association has dedicated to downtown as well as the teamwork between the Town and the association.

6 PUBLIC HEARINGS

7 ITEMS SCHEDULED FOR THE REGULAR MEETING

- a) Building Inspector Incentive Compensation Policy
Presenter: Rich Cappola, Engineer & Inspections Director

Mr. Cappola provided information about the Building Inspector compensation policy. Mr. Cappola stated the purpose of the policy is to enhance the recruitment and retention of the building inspector positions. In this region, building inspector positions are in high demand and there is a lack of qualified applicants. Currently the Town inspector positions are multi-trade inspector positions, which requires the position to hold a level III in all four-trade certificates in plumbing, electrical, mechanical and building. The plan is to have all building inspector positions filled at level III certifications in order to meet the needs of the community. The majority of people that currently have a level three certification are at retirement age. The positions are being filled with people that have a lower level certifications such as level I or level II. Mr. Cappola stated the policy is to implement an incentive program to encourage current and future employees to pursue certification at higher levels that will allow the Town to fulfill the needs of the community, and to retain employees. Mr. Cappola stated this would be achieved through on-the-job duties and education. This will encourage employees hired at a lower level certification to continue their professional development by providing compensation incentives for each additional level of certification obtained by rewarding the employee with a 2% increase after receiving each certificate. This will encourage our staff to grow their skills that will in-turn better serve our community.

Mayor Pro-Tem Grannis stated that this is a wonderful program and he is glad to see the Town promoting within. Mayor Pro-Tem Grannis asked what the

salary ranges would be with each certification level. Mr. Cappola stated if an employee were hired with zero certifications then twelve certificates would be needed to earn to hold a level III in all four trades. Therefore, a 2% increase would be earned with each certificate. Mayor Pro-Tem Grannis asked would the proposed salary structure be competitive with neighboring towns. Mr. Cappola stated that the salary structure would be competitive. Mr. Lindsay stated that the goal is to not lose highly qualified level III employees to neighboring towns.

Council Member Satterfield asked if an employee came in with no experience what would the time be to become a level III in all four trades. Mr. Cappola stated the program would take up to four to five years to complete. The employee would also need on the job training, as well as the in the classroom certifications.

Council Member Lawter asked how the employees are doing that entered the program last year. Mr. Cappola stated the program is doing excellent. One employee just recently met the minimum requirements and has accepted a position as a level I building inspector.

ACTION: Place on November 6, 2017 Consent Agenda

- b) 2017-128-SUP - Grifols Manufacturing Building #640
Presenter: Planning Department

Mr. McLeod presented and stated the applicant, Triangle Civil Works, is requesting a special use permit to allow a maximum building height of 75' for the proposed Grifols 640 building located at 8368 US Hwy 70 Business. The request is to construct a 150,000 SF, 75' tall, three story building to consolidate manufacturing into one location. This addition will allow the removal of three existing modular trailers. The special use permit would allow the requested building to exceed the current height restriction of 50'.

Mayor Pro Tem Grannis asked if a building is over 50' then is it required to have a sprinkler system and was any documentation provided to the Fire Marshall. Mr. McLeod stated the Fire Marshall had been consulted and he did review the site plans. The Planning Board did approve the site plans at its last meeting. Any building over 50' is required by the building code to have a sprinkler system.

Council Member Lawter asked if staff could look at our ordinances in reference to building heights. Maybe this type of request could be handled at a staff level. Mr. Lindsay stated he would have staff look into this request.

ACTION: Set Public Hearing for November 6, 2017

8 ITEMS FOR DISCUSSION

9 ITEMS REQUIRING ACTION

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

- a) Suspend Rules In Order to Take Action

ACTION: Suspend Rules to Take Action

Motion: Council Member Lawter
Second: Mayor Pro-Tem Grannis
Vote: Unanimous

- b) Downtown Clayton Trick-or-Treat - Street Closure Request
Presenter: David DeYoung, Planning Director

Mr. DeYoung presented a NCDOT temporary street closure for the 2017 Downtown Clayton Trick-or-Treat. Mr. DeYoung stated this is an annual event provided by the Clayton Parks & Recreation Department. This event would be held on October 31st from 2:00 pm - 4:00 pm. The request is for the closure of Town Square as well as Main Street between Fayetteville Street and Smith Street.

ACTION: Adoption of Ordinance #2017-10-07

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

- c) 2017 The Shindig - Street Closure Request
Presenter: David DeYoung, Planning Director

Mr. DeYoung presented temporary street closures for the 2017 Shindig. Mr. DeYoung stated the applicant, Dave Brown with Earthplow, is requesting temporary street closures Saturday, November 4th from 7:00 a.m. - Midnight. The applicant is requesting the temporary closure of the following NCDOT streets: Main Street between O'Neil Street and Church Street. In addition, the applicant is requesting the temporary closure of the following Town of Clayton streets: Fayetteville Street between Main Street and Second Street as well as Town Square Closure including the parking lot. Mayor Pro-Tem Grannis asked about police presence during the times alcohol will be served. Mr. DeYoung stated police must be present during the times alcohol is served.

ACTION: Adoption of Ordinance #2017-10-08

Motion: Council Member Lawter
Second: Council Member Satterfield
Vote: Unanimous

- d) 2017 Christmas Village & Tree Lighting - Street Closure Request
Presenter: David DeYoung, Planning Director

Mr. DeYoung presented a NCDOT temporary street closure for the 2017 Christmas Village & Tree Lighting. Mr. DeYoung stated this event would be held on November 30th between 5:00 p.m. - 9:00 p.m. The NCDOT streets to be

temporarily closed would be Main Street from O'Neil Street to Smith Street and Lombard Street from Main Street to Second Street. The following Town of Clayton streets to be temporarily closed would be Fayetteville Street from Main Street to Second Street, Church Street from Main Street to Second Street. Mr. DeYoung stated a request for Horne & Town Square to be closed for this event. Mayor Pro-Tem Grannis asked about what type of security would be present during this event. Mr. DeYoung stated there would be police presence due to the streets being closed.

Mr. DeYoung provided an update to Council about the new Special Events Policy. Mr. DeYoung stated the new policy has been working very well. Several items had been updated in the policy such as fee structures, police presence and barricades system. Mr. DeYoung is requesting Council direct staff to look at the section of the Special Events Policy that requires temporary street closures and square closures for a special event be brought to the Town Council. Staff would prefer to provide the special events to the Town Council as informational update. Due to the rigorous staff process going through a special events committee, which includes the Town police, fire and several other departments, staff is requesting these types of requests be handled at a staff level. The process would include the special event be approval by Planning Department for the squares or by the Police Chief for the closure of the streets. The policy currently states that if the applicant did not agree with any staff or committee findings then the applicant has the right to appeal to the Town Council. At that point, the Town Council would then have the final authority. Mr. DeYoung requested that staff come back to Council with a modification to the Special Events Policy for the Council to review and approve. Council was in agreement to allow staff to look at modifying the Special Events Policy. Council Member Holder would request that staff provide what department approved the square and or street closure on the agenda or in the documentation provided at the council meeting.

ACTION: Adoption of Ordinance #2017-10-09

Motion: Mayor Pro-Tem Grannis
Second: Council Member Holder
Vote: Unanimous

e) Proclamation Breast Cancer Awareness Month

Mayor Pro-Tem Grannis read the Breast Cancer Awareness Month Proclamation.

ACTION: Adoption of Proclamation

Motion: Mayor Pro-Tem Grannis
Second: Council Member Holder
Vote: Unanimous

f) Domestic Violence Awareness Month

Mr. Grannis read the Domestic Violence Awareness Proclamation.

ACTION: Adoption of Proclamation

Motion: Mayor Pro-Tem Grannis
Second: Council Member Holder
Vote: Unanimous

g) Replacement Vehicle for the PD

Mr. Lindsay presented a budget amendment to replace a 2012 Dodge Charger. This investigations vehicle incurred major hail damage due to a recent storm. Mr. Lindsay stated after the vehicle was assessed it was determined the vehicle was totaled due to the damage, age and mileage of the vehicle. The vehicle was not covered under insurance to replace or cover the cost of repair to the vehicle. The revenue would come from the proceeds of the sale of the damaged vehicle, which would be surplus, federal forfeiture funds, and \$12,100 would be transferred from fund balance. With Council approval, these funds would be used to cover the new vehicle.

Council Member Satterfield asked what type of insurance was on this vehicle. Ms. Medlin stated due to a policy that is currently in place, once a vehicle reaches a certain age and or mileage then the comprehensive insurance coverage is dropped and only liability insurance is kept on the vehicle. This is used as a cost savings measure for the Town. Therefore, because there is only liability insurance there would not be replacement insurance. Council Member Satterfield asked was this vehicle up for retirement this year. Chief Myhand stated that this vehicle was not up for retirement it would have been used 4-5 more years. Insurance has estimated \$12,000 in damage and there was around 65,000 miles on the vehicle at the time of the damage. Council Member Satterfield stated his concern for not keeping comprehensive insurance on vehicles longer. Ms. Medlin stated the dropping of the comprehensive insurance after reaching a certain age and or miles is a long-standing policy. Once meeting these criteria the comprehensive insurance is dropped. Ms. Medlin stated this is policy applies to all Town vehicles.

Council Member Thompson asked if this vehicle was assigned to an officer. Chief Myhand stated that yes this vehicle did belong to an Officer. Council Member Thompson asked how many vehicles are in the current fleet are used as spare vehicles. Chief Myhand stated there are currently five spare vehicles. Of the five vehicles, three are marked patrol vehicles and two are unmarked vehicles. Chief Myhand stated the police department tries to keep around five vehicles to be used as spare vehicles. These spare vehicles are used when vehicles are in the shop.

ACTION: Adoption of Budget Amendment Ordinance #2017-10-10

Motion: Council Member Satterfield
Second: Mayor Pro-Tem Grannis
Vote: Unanimous

10 OLD BUSINESS

- a) **Developers Agreement - 231 E. Second Street**
Presenter: David DeYoung, Planning Director

Mr. DeYoung presented an update on the 231 E. Second Street developer's agreement. Mr. DeYoung stated agreements have been reached regarding the main developer's agreement and the exhibit, which is the parking agreement. The parking agreement is necessary to support parking spaces for the apartments.

ACTION: Place on November 6, 2017 Consent Agenda

11 STAFF REPORTS

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

Mr. DeYoung provided information received from the Town of Archer Lodge. The Town Manager is requesting a letter of support from the Town of Clayton for greenway grants. Mr. DeYoung requested council support for the letter to the Town of Archer Lodge in the greenway grant application. Mr. DeYoung stated he would draft the letter for the Mayor's signature. Council were in agreement with support of the letter.

12 OTHER BUSINESS

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

Mayor Pro-Tem Grannis requested a summary of the lease agreements for the YMCA & Novo. Ms. Medlin stated within the agenda packet there were two agreements, one with Novo Nordisk and the second being the YMCA. These agreements consisted of a little more than a years' worth of work. When Novo Nordisk began considering the \$1.8 billion expansion project on Powhatan Road, the conversations between the Town and Novo Nordisk pertained to wastewater. The Town had concerns about how to provide wastewater to the new facility. In order to meet the needs, a wastewater pretreatment facility would be required before they could discharge into the public wastewater facility. Ms. Medlin stated that several locations were looked at for the facility before the site was selected. Ms. Medlin stated the site selected located on Powhatan Road was owned by the YMCA. Negotiations began about acquiring the property. During the negotiations, the Town suggested a swap agreement with the YMCA. The Town would purchase a piece of property and swap it for the property located off Powhatan Road. The cost of the property swap with the YMCA will be completely absorbed by the ratepayer's pretreatment facility. That would include industries that participate in the wastewater pretreatment facility. This cost will not come from taxpayer money. It will not come from rate increases from current water and sewer customers. The ratepayers of the

wastewater pretreatment facility will make the Town of Clayton whole. The facility is scheduled to go on line in 2019 - 2020 timeframe. The Town is currently working with Novo Nordisk on the construction of the pretreatment facility. Novo Nordisk will be constructing the facility. The plan is that Novo Nordisk will transfer the facility over to the Town for its operation. Mayor Pro-Tem Grannis thanked Ms. Medlin for confirming that taxpayers would not have to support the cost of the pretreatment facility.

Council Member Thompson stated that there are parking issues in Town and stated that he would like a group of staff members to include police and fire personnel take a look at the street parking in reference to emergency vehicles and ability to safely pass parked vehicles. This focus group can identify the problem areas and come back to Council with suggestions. It maybe some of the residential streets only have street parking on one side instead of both sides. Council Member Thompson would like this type of problem be handled as a large group instead of one street at a time.

13 CLOSED SESSION

- a) Closed Session Pursuant to NCGS 143-318.11 (a) (5)
 - Possible Acquisition of Real Property

ACTION: Motion for Closed Session

Motion: Council Member Satterfield

Second: Council Member Holder

Vote: Unanimous

14 ADJOURNMENT

- a) With there being nothing further, the meeting was adjourned at 8:20 p.m.

Motion: Council Member Thompson

Second: Council Member Satterfield

Vote: Unanimous

Duly adopted this the 6th day of November, 2017 while in regular session.

Jody L. McLeod
Mayor

ATTEST:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk



Town Council Agenda Cover Sheet

Meeting Date

November 6, 2017

Agenda Location

Introductions & Special Presentations

Item Title

Public Art Advisory Board Invitation to Veteran Sculpture Unveiling Event

Presenter

Sara Perricone, Chair, Public Art Advisory Board

Summary/Description

On behalf of the Public Art Advisory Board and the annual Sculpture Trail Selection Committee, Chairwoman Sara Perricone will invite the Mayor, Town Council and public to the unveiling of a veteran/military themed sculpture in front of Town Hall on Sunday, Nov. 12th at 2 p.m. The board had solicited entries to fill the final and 14th sculpture location in its 2017-2018 Clayton Sculpture Trail.

WRAL Anchor David Crabtree will lead the ceremony to unveil the sculpture on the day after Veterans Day. American Legion Post 71, along with the Clayton High School NJROTC, will provide its honor/color guard and drill team for the event. The sculpture is intended to pay respects to the memory of all those who served their country in the armed services. The event will take place on the Second Street entrance of Town Hall at 111 E. Second Street in Downtown Clayton

Requested Action

Informational Only

Additional Documents To Be Included in Agenda Packet

Call to Artists for Veteran/Military Themed Sculpture for 2017-2018 Sculpture Trail

Town of Clayton Veteran/Military-Themed Public Art Call to Artists – DEADLINE: Oct. 8th Clayton, North Carolina

Overview

The brave men and women of our armed forces hold a special place in the hearts of all Americans. Long after the cries of battle have subsided, we still seek out ways to show military personnel that their contributions are both remembered and appreciated. Memorializing individuals who served during wartime and significant military events through sculpture is one way to accomplish this.

The growing Town of Clayton, having already established a [popular rotating outdoor sculpture trail](#) in Downtown Clayton, is seeking to honor veterans and give voice to our military through a public art display in front of our historic Town Hall.

We are seeking submissions of public art that may help to commemorate the patriotism and devotion of our military, veterans and their families...those active, retired, those who came home and those who never got to return home.

Our Town of Clayton Public Art Advisory Board invites you to submit an application to participate in a temporary public art exhibit that showcases a veteran/military themed sculpture or outdoor art piece with an **unveiling Sunday, November 12th, the day after Veterans Day 2017**. The piece would remain on display through Veterans Day 2018, with an option to extend the exhibit for continuous years or for eventual purchase.

This call to artists provides an opportunity for artists to submit completed artwork for consideration by **midnight, Sunday, Oct. 8th**. A selection panel will convene on Oct. 9th to consider selection of a piece for Clayton. The selected piece must be installed no later than Friday, Oct. 27th

Artists retain ownership of their work and agree to lend it to the exhibition. The selected artist will receive **a \$1,500 honorarium** for lending the work for the twelve-month period.

- There is no application fee
- Submit as many entries as you would like
- Work must be the original work of the artist (in concept, composition and execution), and suitable for outdoor public display
- The Town of Clayton may request an additional year of display or decide to purchase an entry at the conclusion of the exhibition for permanent placement
- The \$1,500 honorarium will be credited against the purchase price for the artwork selected
- The Town of Clayton reserves the right to photograph and reproduce images of the artwork on exhibition for promotional and educational purposes

Entries

Artists must submit by midnight Sunday, Oct. 8, 2017:

- Multiple photographs of the artwork in JPEG or PDF format (up to 6 per sculpture), including one with a person or other object for scale
- Material and dimensions of the artwork
- An artist statement about piece
- A brief biography which may include references

The application is included below. Please complete the form and submit all information electronically to the Town of Clayton at sbeard@townofclaytonnc.org. Call 919-358-0348 with questions.

Location of Artwork

Downtown Clayton is a North Carolina Main Street® community and a destination where people, businesses and the arts thrive. Founded in 1869, long-time and new residents alike are rediscovering many of the historical and architecturally significant buildings and neighborhoods that add charm and character to downtown. Our Town Hall building is actually two 1920's schoolhouses which have been beautifully restored through a partnership between the Town of Clayton and the community.

Festivals and special events such as Town Square Concert Series, Mondo Roots Cultural Arts & Music Festival, Clayton Harvest & Music Festival, Halloween Parade, Christmas Tree Lighting & Village and more draw visitors and residents by the thousands to downtown.

Downtown Clayton is accessible with I-40 and I-95. It's just twenty minutes from Downtown Raleigh, the state capital, and about a thirty-minute drive from Raleigh-Durham International Airport.

The site for this sculpture is Town Hall, located at 111 E. Second Street in Downtown Clayton.

Installation

Artists are responsible for all costs, equipment and labor necessary for the delivery, installation and removal of their work and assume all risk and damage to the work before and during installation and during and after removal. The sculptures will be insured by the Town of Clayton up to the purchase value of the sculpture after installation while on exhibition. A level, 4-by-4 concrete pad will be provided for securing the sculptures. Any work not appropriate for installation onto a concrete base will be addressed on a case-by-case basis with the artist. The artists will install the work under the supervision of Town personnel. Lighting and power may be provided to the location. The Artist shall affix his or her art work to the concrete pad with locking bolts to prevent tampering or removal of the art work by unauthorized parties.

Town of Clayton Public Art Program

In an effort to establish a collection of artistic works for the benefit of the community and the betterment of public spaces and facilities, the Clayton Town Council established the Public Art Advisory Board on February 4, 2008.

The purpose of the Public Art Advisory Board is to establish a procedure through which the Town of Clayton can acquire and accept artwork on loan or as a gift and make recommendations to the Town Council toward the creation of a Public Art Program.

APPLICATION FORM TOWN OF CLAYTON

Veteran/Military-Themed Public Art Exhibit

Artist Name: Stacy Beard
Address: _____
City, State, Zip: _____
Phone: (Work) _____ (Cell) _____
E-mail: _____
Title of Artwork Entry: _____
Year the Artwork was Created: _____
Materials Used: _____
Dimensions: Width: _____ Height: _____
Depth: _____ Weight: _____
Public Selling Price of the Artwork: \$ _____
Description about the Artwork Entry: _____

Statement how Artwork will be secured to base:

Special Requirements:

Professional References:

**Please attach a brief biography. Submit up to six photos of the artwork entry (in JPEG or PDF format).
At least one photo should show scale of artwork so committee can see size in context.**

**I have read and accept fully all conditions set forth in the Call to Artists, Town of Clayton Veteran/
Military-Themed Public Art Exhibit**

Signature: _____

Applications must be received electronically **by midnight on SUNDAY, Oct. 8, 2017** to Stacy Beard at sbeard@TownofClaytonNC.org or if you prefer to send a hard copy, please forward those to the following address: Town of Clayton Sculpture Trail Applications, Attn: Stacy Beard, P.O. Box 879, Clayton, NC 27528.
Applications received after the deadline will not be accepted. No application fee is required.



Town Council Agenda Cover Sheet

Meeting Date

November 6, 2017

Agenda Location

Public Hearings

Item Title

Grifols 640 Building, Special Use Permit, 2017-128-SUP

Presenter *(Name & Title)*

Planning Dept.

Summary/Description

Request to exceed the maximum height of the zoning district, to develop a three-story, 75' tall manufacturing building.

Requested Action

Approval

Additional Documents To Be Included in Agenda Packet

Staff report
Findings of Fact
Staff report map
Application
Neighborhood meeting materials
Associated Site Plan (2017-127-SP)
Planning Board recommendation
Public noticing
Adjacent property owner notification of hearing



TOWN OF CLAYTON

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

SPECIAL USE APPLICATION

Pursuant to Article 7, Section 155.711 of the Unified Development Code, an owner of land within the jurisdiction of the Town (or a duly authorized agent) may petition the Town Council to allow a Special Use. Special Uses are uses that may be appropriate in a particular district, but have the potential to create incompatibilities with adjacent uses.

Application Fee: \$400.00.

Advertisement Fee: \$100.00.

All fees are due when the application is submitted.

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

APPLICATION TYPE

☒ New Special Use Permit

☐ Major Modification to an approved SUP

Permit Modified: _____

SITE INFORMATION

Name of Project: Grifols Building 640 Acreage of Property: 56.99
Parcel ID Number: 05I05001D Tax ID: 4758408
Deed Book: 04016 Deed Page(s): 0306
Address/Location: 8368 US HWY 70 BUS, Clayton NC 27527

Existing Use: Industrial Proposed Use: Industrial
Is project within a Planned Development? ☒ No ☐ Yes
Planned Development District (if applicable): _____
Is project within an Overlay District: ☐ No ☒ Yes
Overlay District (if applicable): Watershed Protection

OFFICE USE ONLY

Date Received: JUL 31 2017

Amount Paid: \$500

Permit Number: 2017-128-SUP

TOWN OF CLAYTON
PLANNING DEPARTMENT
version 06/06/2016

Page 1 of 9

PROPERTY OWNER INFORMATION

Name: Grifols Therapeutics Inc.

Mailing Address: 8368 US 70 Bus. Clayton, NC 27527

Phone Number: 919-631-1180

Fax: 919-359-4862

Email Address: douglas.heuermann@grifols.com

APPLICANT INFORMATION

Applicant: Triangle Civilworks, PA

Mailing Address: PO Box 2619, 211 Tyler Drive, Smithfield, NC 27577

Phone Number: 919-209-9955

Fax: 919-205-1045

Contact Person: Dan Simmons

Email Address: Dan.Simmons@trcivil.com

REQUIRED INFORMATION (to be submitted with the application)

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

To be completed by the applicant:			To be completed by staff:		
	Yes	N/A	Yes	No	N/A
1. A pre-application conference was held with Town of Clayton staff. Date: <u>7-10-17</u>	☒	☐			
2. Review Fee (\$400) and Application Fee (\$100)	☒	☐			
3. Completed application (9 copies)	☒	☐			
4. Owner's Consent Form (9 copies)	☒	☐			
5. Adjacent property owners list (9 copies)	☒	☐			
6. Wastewater allocation request OR verification of wastewater allocation (9 copies)	☐	☒			
7. Signed and sealed traffic impact analysis (2 copies)	☐	☒			
8. If applicant is concurrently applying for site plan approval, a copy of the proposed site plan.	☒	☐			
9. Neighborhood meeting notice letter (9 copies) <i>See sample letter and meeting requirements included in this packet</i>	May be provided at time of submittal if meeting date is known – otherwise must be submitted by email or mail on date the letter is mailed out.				
10. Set of stamped, addressed envelopes using the adjacent property owners list	May be provided at time of submittal OR no later than 25 days prior to the Town Council meeting.				
11. Neighborhood meeting summary form (9 copies) <i>Form is included in this packet</i>	Must be submitted after neighborhood meeting is held and at least 10 days prior to Planning Board meeting.				

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

REQUIRED FINDINGS OF FACT

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

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

The proposed project is located internally to the Grifols site and the nearest proposed construction is over 500' from the public ROW or the nearest adjacent property. As such there should be no endangerment to public health or safety from the project.

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

The project will be designed to meet all applicable Town of Clayton Ordinances, including stormwater, erosion control, utilities, landscaping, and parking lot design.

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

The proposed project is located internally to the Grifols site and the nearest proposed construction is over 500' from the public ROW or the nearest adjacent property. As such there should be no impact on either the value or use of adjacent properties or uses.

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

The project is designed to meet all applicable Town of Clayton Ordinances, and as such should not adversely affect the adopted plans and policies of the Town, or the existing standards of adjacent properties.

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

This will allow for the removal of existing trailers T104-108, T56, and T58.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

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

Print Name


Signature of Applicant

7-28-17
Date



TOWN OF CLAYTON

Planning Department

111 E. Second Street, Clayton, NC 27520

P.O. Box 879, Clayton, NC 27528

Phone: 919-553-5002

Fax: 919-553-1720

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: Grifols Building 640 **Address or PIN #:** 05105001D

AGENT/APPLICANT INFORMATION:

Dan Simmons
(Name - type, print clearly)

211 Tyler Drive
(Address)
Smithfield, NC 27577
(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*):

Major Site Plan - Grifols Building 640

Special Use Permit - Grifols Building 640

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:

William Cave
(Name - type, print clearly)

8368 HIGHWAY 70 WEST
(Address)

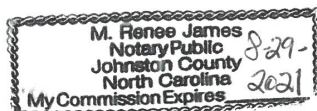
[Signature]
(Owner's Signature)

CLAYTON, NC, 27520
(City, State, Zip)

STATE OF NC
COUNTY OF Johnston

Sworn and subscribed before me M. Renee James, a Notary Public for the above State and County, this the 20th day of July, 2017.

SEAL



October 2013

M. Renee James
Notary Public

My Commission Expires: 8-29-2021



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

*Planning Board
Sept. 25, 2017*

STAFF REPORT

Application Number: 2017-128-SUP

Project Name: Grifols 640 Manufacturing Building, Special Use Permit

NC PIN / Tag #: portion of 167800-21-5181 / 05i05001d
Location: The site is behind the new Grifols Office building, in a location currently occupied by several modular manufacturing trailers.
Town Limits/ETJ: ETJ
Overlay: entire property is within the Watershed Protection Overlay, with the portion nearest US 70 Bus. is within the Thoroughfare Overlay.
Applicant: Triangle Civilworks, PA c/o Dan Simmons
Owner: Grifols Therapeutics, Inc.

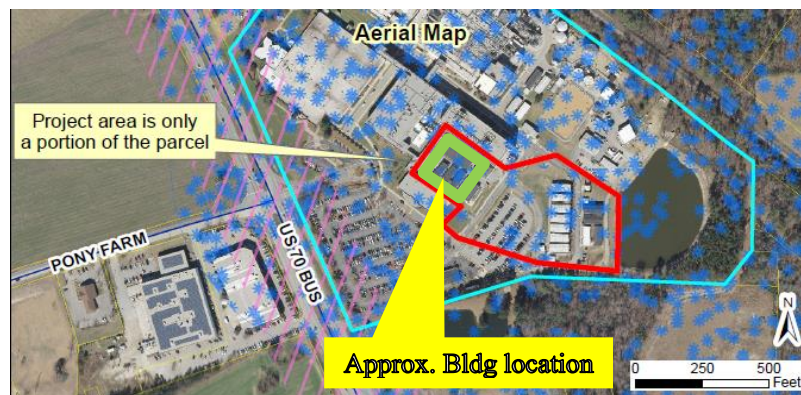
Public Noticing:

- Neighborhood meeting August 18, 2017
- Site posted September 09, 2017
- Adjacent property owners notified prior to October 26, 2017
- Newspaper ad posted prior to October 25, 2017

REQUEST: To exceed the maximum height of the district, to develop a three-story, 75' tall manufacturing building.

SITE DATA:

Acreage: parcel ±58.51 ac., project area 6.68 ac.
Present Zoning: Light Industrial (I-1)
Proposed Zoning: n/a
Existing Use: modular trailers and chemical tanks, used for manufacturing.



ADJACENT ZONING AND LAND USES:

Direction	Zoning	Existing Use
North	Light Industrial (I-1)	Industrial
South	Heavy Industrial (I-2) and Light Industrial (I-1)	Industrial
East	Light Industrial (I-1)	Industrial and vacant
West	Light Industrial (I-1) and Residential-Estate (R-E)	Offices and vacant

DEVELOPMENT DATA:

Location: Clayton ETJ
Proposed Uses: Biopharmaceutical manufacturing facility
Buildings: One building, 150,000 sqft
Height: Three stories, 75' tall

STAFF ANALYSIS AND COMMENTARY:**Overview**

The applicant is requesting special use permit approval to construct a 75' tall, 150,000 sqft industrial building. The maximum building height in the Light Industrial (I-1) district is 50'. This special use permit request is to exceed that height. If approved, this Special Use Permit would allow the construction of a 75' tall building (according to the associated site plan), which is in excess of the maximum height restriction of the Light Industrial zoning district, as described in Table 2-5, "Nonresidential Dimensional Standards, per §155.203(K)(2)(a).

Associated Site Plan

Pursuant to §155.711, concurrent with a request for a special use permit, an applicant shall submit a site plan for review and approval. The final decision regarding this site plan is made by the applicable reviewing body. However, the portion of this site plan that exceeds the current limits of the Unified Development Code (UDC) must receive approval as a Special Use Permit. The site plan application that was submitted (2017-127-SP) shows that the new building will tie into an existing manufacturing infrastructure that supports the on-site operations. The building and associated "tank farm" (chemical storage area) represents a formalization and improvement to the facilities and operations on the site. The building will have fire suppression infrastructure (i.e. – sprinklers) installed, and will meet all relevant requirements of the NC State Building Code.

Consistency with Adopted Plans:

- **Comprehensive Plan 2040**
The request is consistent.
- **Unified Development Code**
The proposed site plan and use is consistent with the Unified Development Code (UDC).

Compatibility with Surrounding Land Uses

The site is located within the current Grifols industrial complex, and is compatible.

Landscaping and Buffering

The site will meet the landscaping requirements of the UDC.

Environmental

The project area and parcel lies within the Watershed Protection Overlay District. The Grifols site will mitigate stormwater onsite through their existing stormwater retention pond.

FINDINGS

When considering a Special Use Permit application, The Town Council shall consider specific Findings of Fact. A Special Use which fails to meet any of these Findings shall be deemed adverse to the public interest and shall not be approved. The applicant has addressed the Findings expressly established by Chapter 155.711 (I) of the UDC. The applicant's Findings of Fact are incorporated into the record as an attachment to the Staff Report.

CONSIDERATIONS

- The Town Council approves Special Use Permits.

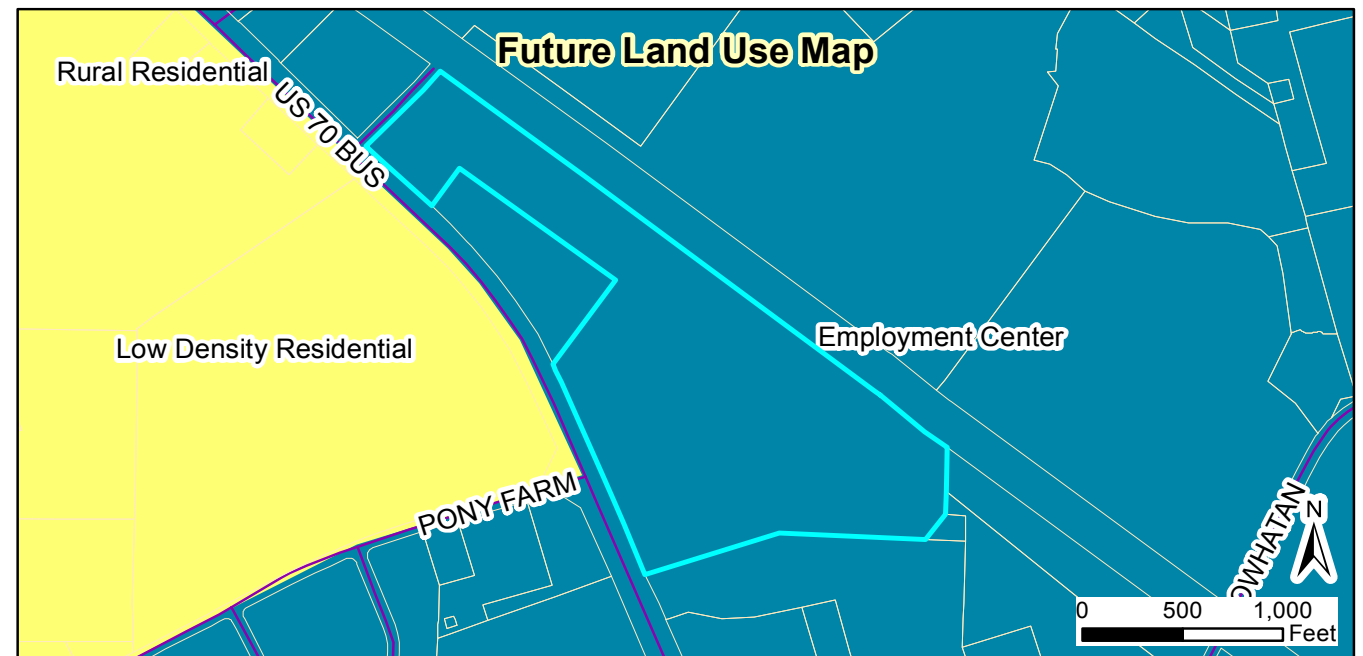
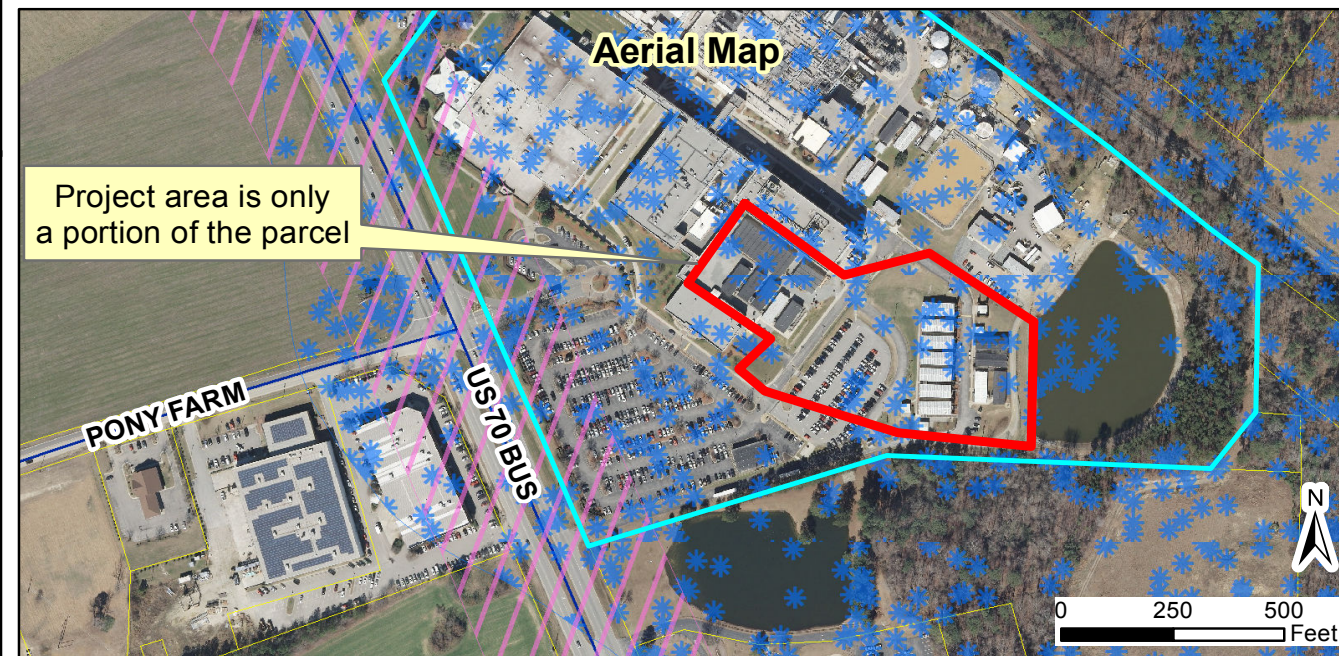
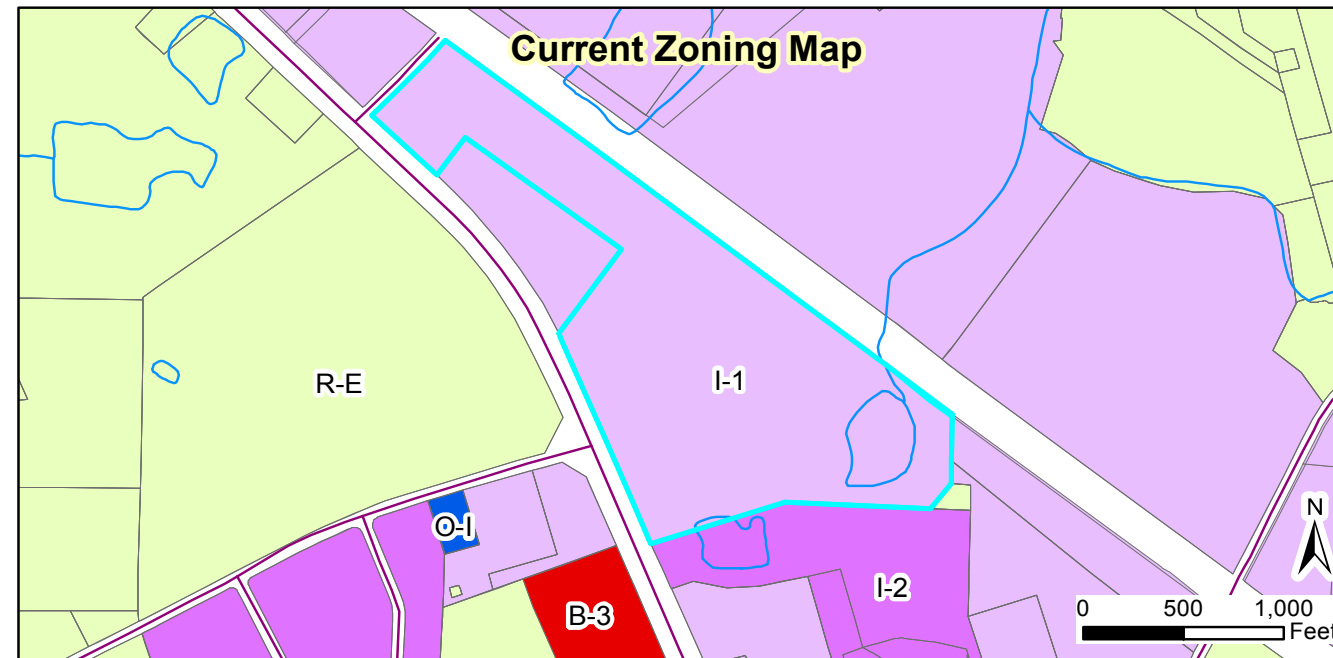
STAFF RECOMMENDATION: Approval with conditions.

Conditions of Approval:

1. The development of the site is limited to the site design and uses approved by the Planning Board. Modifications to the approved site plan shall require review and approval in accordance with Section 155.707 of the Unified Development Code.
2. This Special Use Permit, granting permission to develop a 75' tall building, shall only apply to the approved site plan (2017-127-SP, and any subsequently approved modifications) and this one building.
3. Conditions of Approval for the Special Use Permit and Site Plan shall be printed on the final plans before they are submitted for approval.
4. All roof mounted and ground mechanical equipment must be completely screened from view.

ATTACHMENTS

1. Findings of Fact
2. Map
3. Application
4. Neighborhood Meeting Materials
5. Associated Site Plan (2017-127-SP)



2017-127-SP, Grifols 640 Building, Maj. Site Plan, to develop a manufacturing facility
2017-128-SUP, Grifols 640 Bldg, Special Use Permit, for a 75' building height.

Applicant: Triangle Civilworks, PA co Dan Simmons
 Property Owners: Grifols Therapeutics, Inc.
 Portion of Parcel ID: 167800-21-5181 Tag #: 05i05001d

Staff Report Map



Document Path: O:\PLANNING\SITE PLANS\Major Site Plans\2017\2017-127-SP Grifols Building 640 Site Plan\Map\Map - Grifols 640 Bldg - 2017-127-SP and 2017-128-SUP.mxd

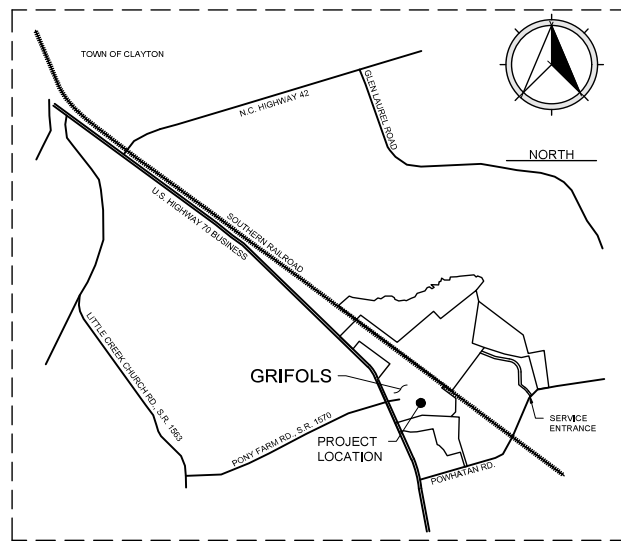
Legend

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

09/18/2017

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

SAVED: 8/15/17 8:43 AM



VICINITY MAP

DRAWING LIST

COVER	1
EXISTING CONDITIONS AND DEMOLITION PLAN	2
SITE PLAN	3
UTILITY PLAN	4
LANDSCAPE PLAN	5
SITE DETAILS	6

SITE DEVELOPMENT PLANS

GRIFOLS THERAPEUTICS
BUILDING 640
CLAYTON, NC

Town of Clayton
Received
8/28/2017

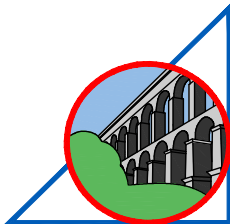
SITE ADDRESS:

8368 US HWY. 70 BUS WEST
CLAYTON, NC 27524

CLIENT:

GRIFOLS THERAPEUTICS
8368 US HWY. 70 BUS WEST
CLAYTON, NC 27524

AUGUST, 2017



TRIANGLE
CIVILWORKS
PROFESSIONAL ASSOCIATION
NCBELS NO. C-2603
211 TYLER DRIVE
SMITHFIELD, NC 27577
919-209-9955

IT IS A VIOLATION OF LAW FOR ANY PERSON TO
ALTER THESE DOCUMENTS, UNLESS ACTING
UNDER THE DIRECTION OF A LICENSED
ENGINEER WITH RESPONSIBLE CHARGE.



PRELIMINARY
NOT RELEASED
FOR CONSTRUCTION
08/08/2017

REV.	DESCRIPTION	DATE

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**TRIANGLE
CIVILWORKS**
PROFESSIONAL ASSOCIATION
NCBELS NO. C-6063
211 TYLER DRIVE
SMITHFIELD, NC 27577
919-209-9055

EXISTING CONDITIONS AND DEMOLITION PLAN

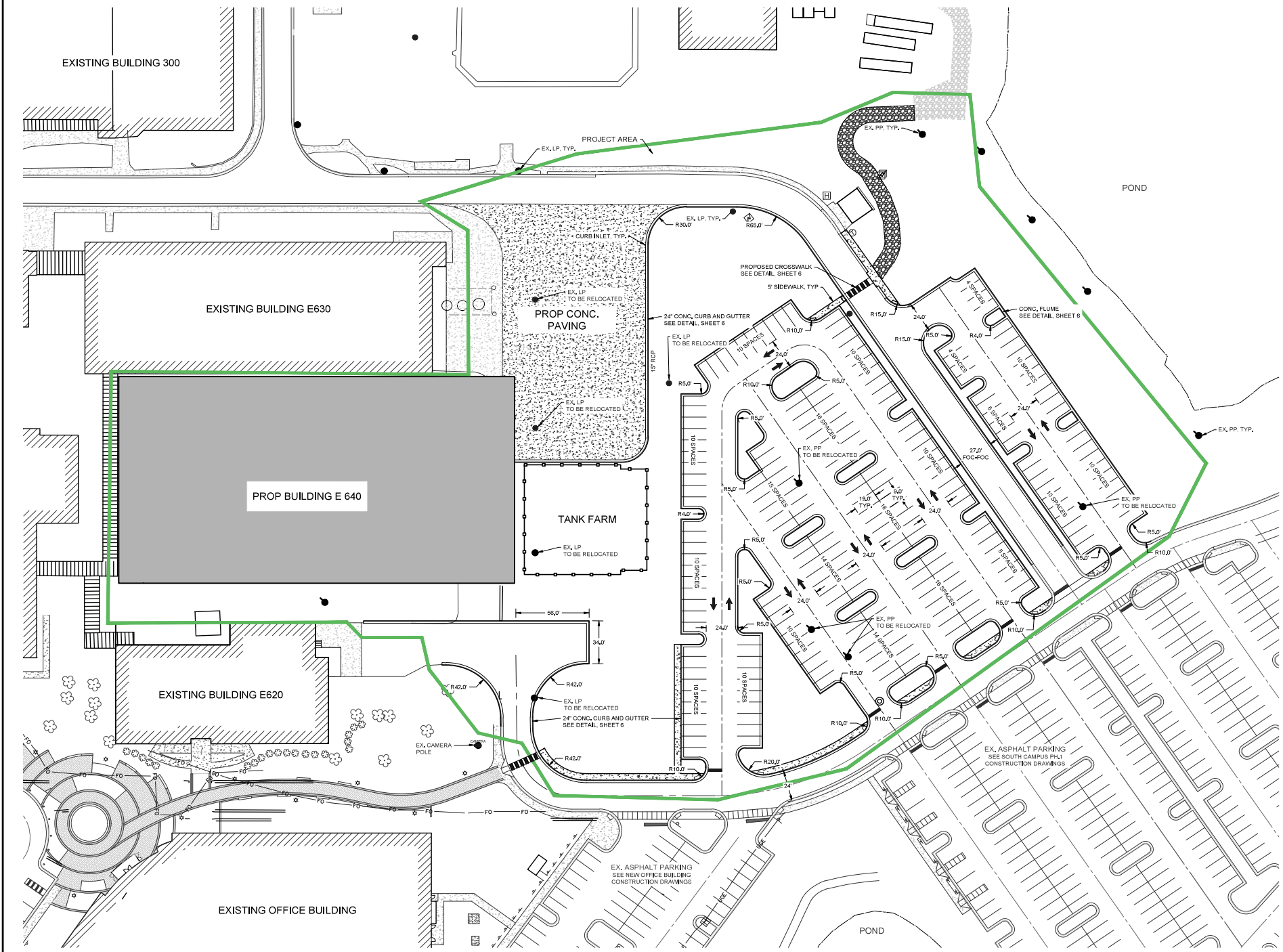


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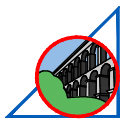
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SHEET NO.

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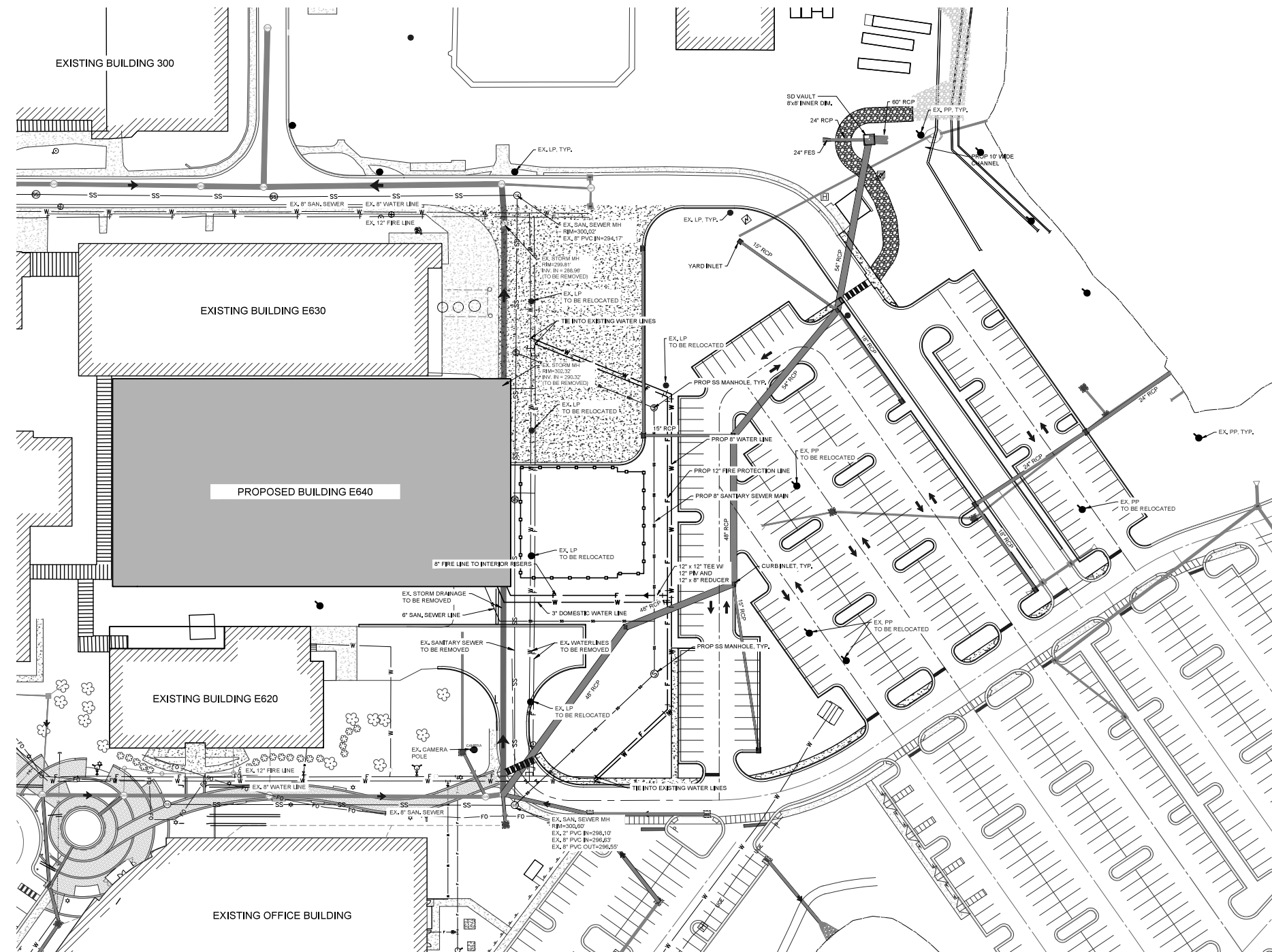
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NCBELS NO. C-2603
211 TYLER DRIVE
SMITHFIELD, NC 27577
919-209-9955

PRELIMINARY
NOT RELEASED
FOR CONSTRUCTION

08/08/2017

SHEET NO.

3



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		REVISION		DESCRIPTIONS	
				REVISIONS	



**GRIFOLS THERAPEUTICS
BUILDING 640
CLAYTON, NC**

SITE ADDRESS

8368 US HWY, 70 BUS WEST
CLAYTON, NC 27524

UTILITY PLAN



PRELIMINARY
NOT RELEASED
FOR CONSTRUCTION

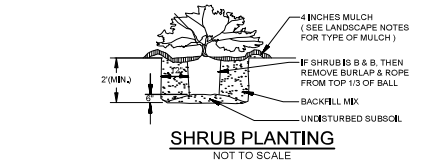
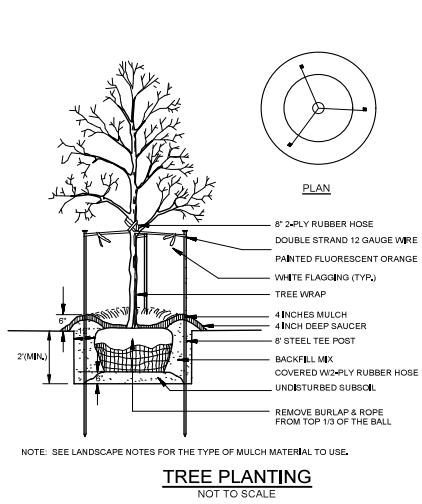
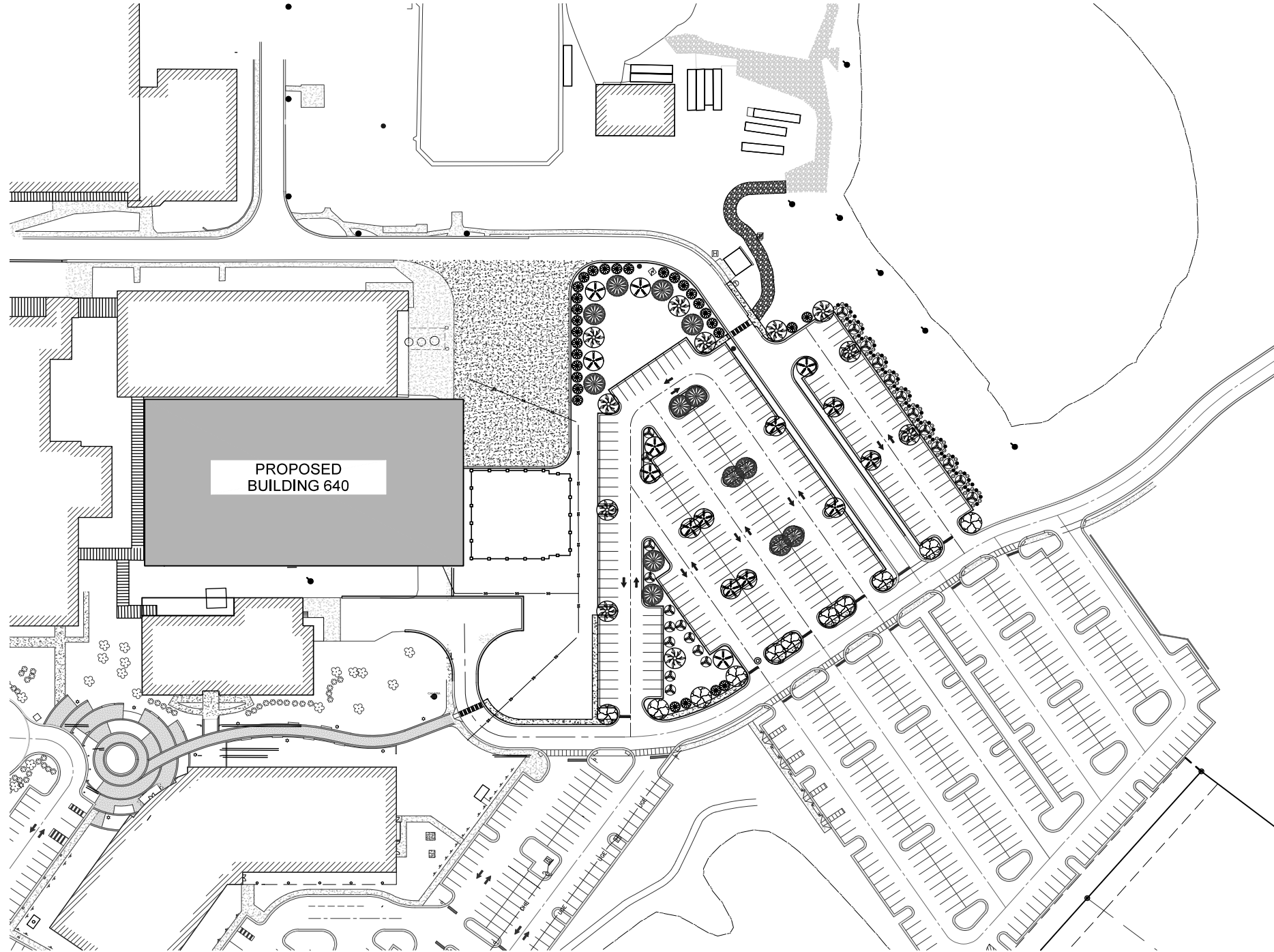
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SHEET NO.

4

SAVED 8/21/17 11:40 AM

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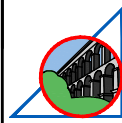


Plant List and Legend

symbol	quantity	botanic name	common name	size	height	container	variety	notes
	12	Acer rubrum	Red Maple	2.5\"cal.	8'	B&B	October Glory	
	12	Quercus phellos	Willow Oak	2.5\"cal.	8'	B&B		
	16	Taxodium distichum	Bald Cypress	2.5\"cal.	8'	B&B		
	15	Ulmus parvifolia	Chinese Elm	2.5\"cal.	8'	B&B	Alto	
DECIDUOUS UNDERSTORY TREES								
	30	Lagerstroemia indica	Crape Myrtle		6' ht.	B&B	Cherokee Variety	
	25	Cornus Florida	Flowering Dogwood		6' ht.	B&B		
EVERGREEN SHRUBS								
	60	Myrica Cerifera	Wax-Myrtle		24\" ht.	5 gal.		Plant 5' O.C.
	50	Ilex Crenata	Japanese Holly		15\" ht.	3 gal.		Plant 3' O.C.



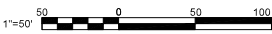
DESIGNED:	DCB	PROJECT DATE:	AUGUST 2017
DRAWN:	SYM	PROJECT NO.:	
CHECKED:	ADG	DWG FILE NAME:	S:\projects\grifols\640\02 initial design\documents\dwg sheets\landscape plandwg
PROJ. ENG.:	GEC	REVISIONS:	



TRIANGLE CIVIL WORKS
PROFESSIONAL ASSOCIATION
NO. 101-C-0015
211 TYLER DRIVE
SMITHFIELD, NC 27577
919-209-9855

**GRIFOLS THERAPEUTICS
BUILDING 640
CLAYTON, NC**
SITE ADDRESS
8368 US HWY, 70 BUS WEST
CLAYTON, NC 27524

LANDSCAPE PLAN

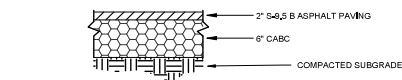


PRELIMINARY
NOT RELEASED
FOR CONSTRUCTION
08/08/2017

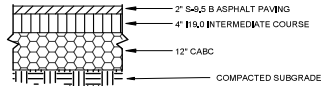
SHEET NO.
5

SAVED: 8/15/17 8:42 AM

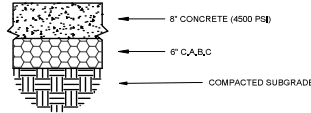
I:\TRC\IL\MS\PROJECTS\GRIFOLS-TALECHS\BLDG 640\02 INITIAL DESIGN\DOCUMENTS\DWGS\SHEET\916 SITE DETAILS.DWG



**LIGHT DUTY
ASPHALT PAVEMENT SECTION**
NOT TO SCALE

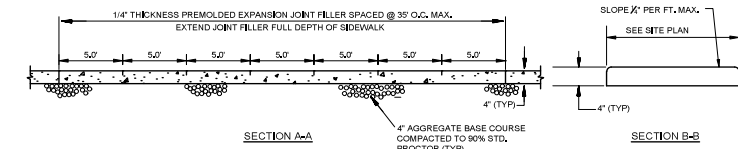
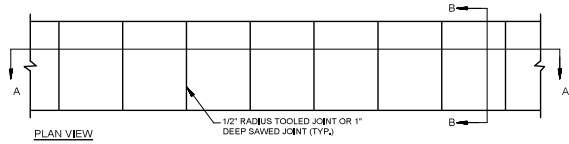


**HEAVY DUTY
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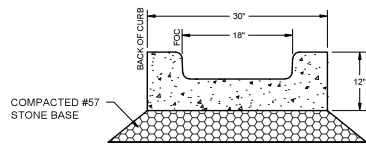
CONCRETE PAVEMENT SECTION
NOT TO SCALE

NOTE:
COMPACT BASE COURSE TO 100% OF AASHTO T-180.

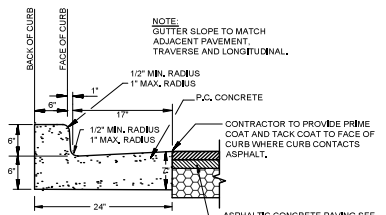


- NOTES:
1. PROVIDE 1/2" EXPANSION JOINT BETWEEN SIDEWALK AND ALL FIXED OBJECTS.
2. ALL SIDEWALKS SHALL HAVE A MAXIMUM CROSS-SLOPE OF 1/2" PER FT.

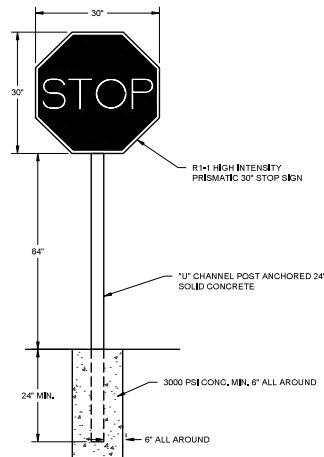
CONCRETE SIDEWALK
NOT TO SCALE



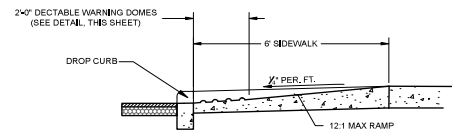
CURBED FLUME
NOT TO SCALE



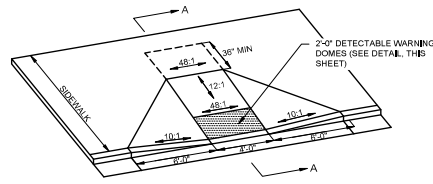
24" CONCRETE STD CURB AND GUTTER
NOT TO SCALE



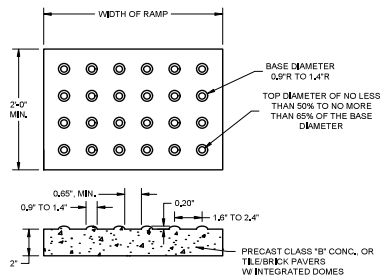
STOP SIGN
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SECTION A-A

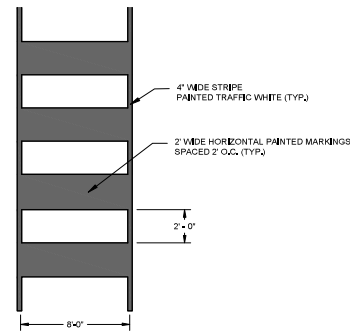


HANDICAP ACCESS CURB RAMP
NOT TO SCALE



- NOTES:
1. DETECTABLE WARNING DOMES SHALL COVER 2'-0" LENGTH AND FULL WIDTH OF THE RAMP FLOOR AS SHOWN ON THE DETAILS.
2. DETECTABLE WARNING DOMES SECTION SHALL CONTRAST VIBRILY WITH ADJACENT SURFACE, EITHER LIGHT-ON-DARK, OR DARK-ON-LIGHT SEQUENCE COVERING THE ENTIRE RAMP.

DETECTABLE WARNING DOMES
NOT TO SCALE



CROSSWALK STRIPING
NOT TO SCALE

IT IS A VIOLATION OF LAW FOR ANY PERSON TO ALTER THESE DOCUMENTS, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER WITH RESPONSIBLE CHARGE.

DESIGNED:	DCS	PROJECT DATE:	AUGUST 2017
DRAWN:	SWM	PROJECT NO.:	
CHECKED:	ADG	DWG FILE NAME:	8.501.Dwg
PROJ. ENG.:	GGC	REVISIONS:	



**GRIFOLS THERAPEUTICS
BUILDING 640
CLAYTON, NC**

SITE ADDRESS
8368 US HWY, 70 BUS WEST
CLAYTON, NC 27524

SITE DETAILS

NOT TO SCALE

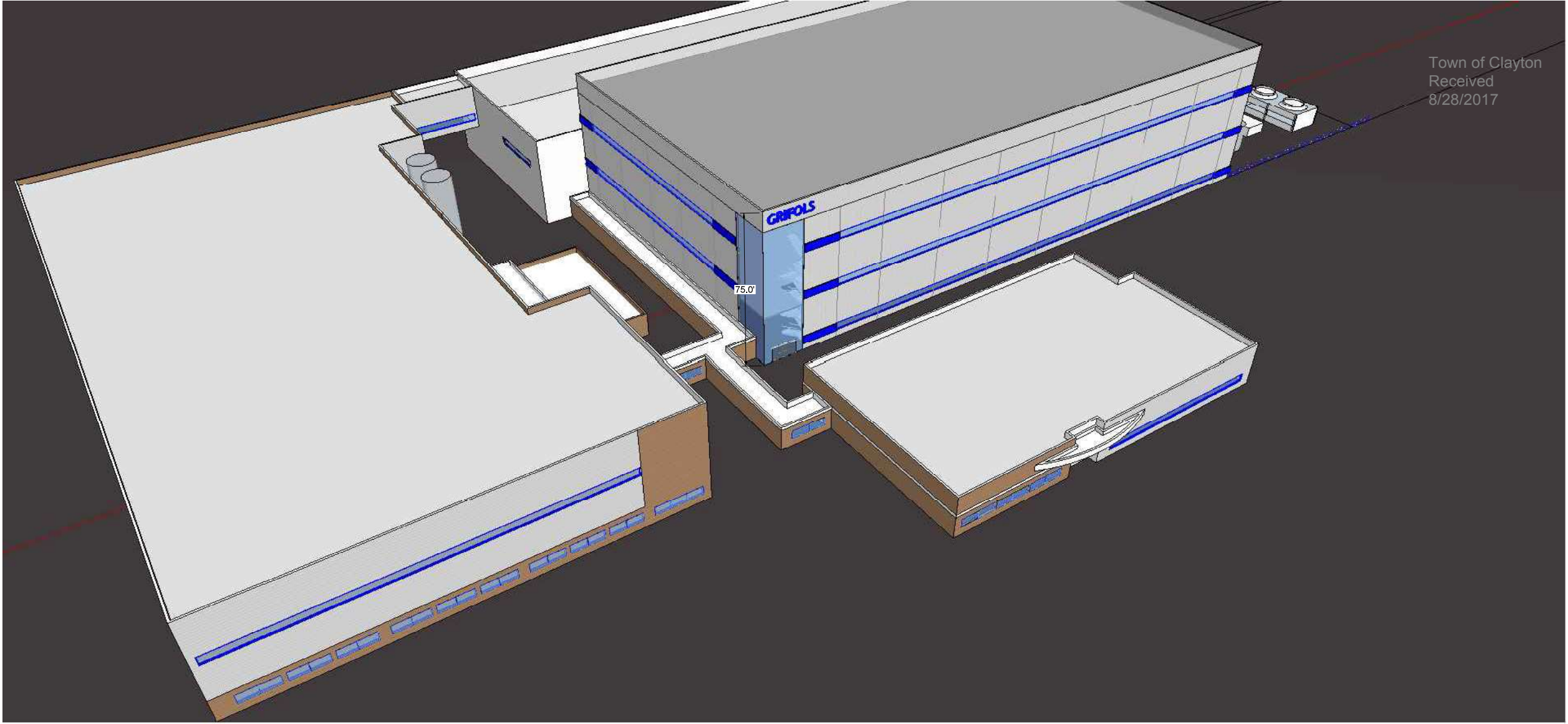
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FOR CONSTRUCTION

08/08/2017



SHEET NO.

6





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

October 17, 2017

NOTICE

SUBJECT: Project 2017-128-SUP, Grifols Manufacturing Building #640
Address: 8368 US Hwy 70 Bus.
Petitioner: Triangle Civilworks PA, c/o Dan Simmons

Dear Clayton Area Property Owner:

Notice is hereby given that the Clayton Town Council will hold an evidentiary hearing on Monday, November 6, 2017 at 6:30 PM at Town Hall, 111 E Second Street, to consider a special use permit application for the above referenced project. This application requires a Special Use Permit to exceed the maximum building height for the Light Industrial (I-1) zoning district, per Table 2-5, §155.203(K)(2)(a). The proposed building would be 75' tall, and the maximum height allowed in the I-1 zoning district is 50'. Please see the map on the back of this letter.

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

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

Sincerely,

Jay McLeod, AICP
Senior Planner

cc: File folder: 2017-128-SUP



PUBLIC NOTICE

In accordance with NC GS 160A-364, the Clayton Town Council will hold an evidentiary hearing on Monday, November 6, 2017, at 6:30pm PM at Town Hall, 111 East Second Street, to consider special use application 2017-128-SUP for Grifols Manufacturing Building #640, to construct a 75' tall building. This application requires a Special Use Permit for exceeding the maximum building height for the Light Industrial (I-1) zoning district, per Table 2-5, §155.203(K)(2)(a); The site is located at 8368 US Hwy 70 Bus.; parcel tag number 05i05001d.

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

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

Jay McLeod, Senior Planner
919-553-5002

The Clayton News Star

Please advertise on the following dates:
Oct. 25, 2017, and
Nov. 1, 2017

Affidavit of publication required.

**TOWN OF CLAYTON
PLANNING BOARD WRITTEN RECOMMENDATION
SPECIAL USE PERMIT:**

**Grifols Building 640
2017-128-SUP**

On September 25, 2017, the Planning Board heard the above-referenced request and made the following vote:

Recommendation to the Town Council to

☐ approve the request;

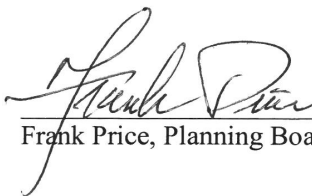
☒ approve the request with the following modified or added conditions:

N/ conditions noted within staff report

☐ deny the request.

Recommendation(s) made this 25th day of September 2017 while in regular session.

Signed:



Frank Price, Planning Board Chair

**Town of Clayton
Town Council
SUP Motion Sheet**

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

- ☐ Approve
- ☐ Deny
- ☐ Approve with Conditions

SUP Application **#2017-128-SUP.**

This motion is based on the following findings:

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

OR

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

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

OR

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

2017-128-SUP
Grifols Manufacturing Building #640

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

OR

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

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

OR

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

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

2017-128-SUP
Grifols Manufacturing Building #640

**TOWN OF CLAYTON
SPECIAL USE PERMIT
#2017-128-SUP
GRANTED**

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

Applicant:	Triangle Civilworks, PA
Property Owner:	Grifols Therapeutics Inc.
Property Location:	8368 US 70 Business. Clayton
Brief Property Description:	56.99 acres
Tax Parcel Number:	05105001D
Proposed Use of Property:	Industrial
Hearing Date:	November 6, 2017

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

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

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

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

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

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

1. The development of the site is limited to the site design and uses approved by the Planning Board. Modifications to the approved site plan shall require review and approval in accordance with Section 155.707 of the Unified Development Code.
2. This Special Use Permit, granting permission to develop a 75' tall building, shall only apply to the approved site plan (2017-127-SP and any subsequently approved modifications) and this one building.
3. Conditions of Approval for the Special Use Permit and Site Plan shall be printed on the final plans before they are submitted for approval.
4. All roof mounted and ground mechanical equipment must be completely screened from view.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

TOWN OF CLAYTON

BY: _____
Jody McLeod
Mayor

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

ATTEST:

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



Town Council Agenda Cover Sheet

Meeting Date

November 6, 2017

Agenda Location

Public Hearings

Item Title

2017-137-SUP The Lofts at Old Town Hall Special Use Permit

Presenter *(Name & Title)*

Planning Department

Summary/Description

Request to develop up to 16 apartments within an existing building

Requested Action

Approval

Additional Documents To Be Included in Agenda Packet

Application
Staff Report Maps
Neighborhood Meeting Materials
Newspaper Ad- Public Notice
Adjacent Property Letter- Public Notice
Mailing Certification of Adjacent Property Letter- Public Notice
Associated Minor Site Plan (2017-136-SPM)
Associated Floor Plan (2017-136-SPM)
Planning Board Motion Sheet/Recommendation



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

SPECIAL USE APPLICATION

Pursuant to Article 7, Section 155.711 of the Unified Development Code, an owner of land within the jurisdiction of the Town (or a duly authorized agent) may petition the Town Council to allow a Special Use. Special Uses are uses that may be appropriate in a particular district, but have the potential to create incompatibilities with adjacent uses.

Application Fee: \$400.00.

Advertisement Fee: \$100.00.

All fees are due when the application is submitted.

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

APPLICATION TYPE

☒ New Special Use Permit

☐ Major Modification to an approved SUP

Permit Modified: _____

SITE INFORMATION

Name of Project: The Lofts at Old Town Acreage of Property: 0.196
Parcel ID Number: 166917-02-7156 Tax ID: 05015051
Deed Book: 1255 Deed Page(s): 571
Address/Location: 231 E Second St. Clayton, NC 27520

Existing Use: Vacant Government Proposed Use: Apartments

Is project within a Planned Development? ☒ No ☐ Yes

Planned Development District (if applicable): _____

Is project within an Overlay District: ☐ No ☒ Yes

Overlay District (if applicable): Downtown Overlay District

OFFICE USE ONLY

Date Received: AUG 02 2017 Amount Paid: \$500 Permit Number: 2017-137-SUP

Version 01/06/2016

Page 1 of 9

PROPERTY OWNER INFORMATION

Name: Town of Clayton, Attn. David DeYoung
 Mailing Address: 111 E Second St. Clayton NC 27520
 Phone Number: 919-359-9347 Fax: 919-553-1720
 Email Address: ddeyoung@townofclaytonnc.org

APPLICANT INFORMATION

Applicant: Community Smith, LLC
 Mailing Address: P.O. Box 6086
 Phone Number: 919-827-1089 ext.161 Fax: 919-827-1089, opt. 2
 Contact Person: Holton Wilkerson
 Email Address: holton@communitysmith.com

REQUIRED INFORMATION (to be submitted with the application)

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

To be completed by the applicant:			To be completed by staff:		
	Yes	N/A	Yes	No	N/A
1. A pre-application conference was held with Town of Clayton staff. Date: <u>July 14th</u>	☒	☐			
2. Review Fee (\$400) and Application Fee (\$100)	☒	☐			
3. Completed application (9 copies)	☒	☐			
4. Owner's Consent Form (9 copies)	☒	☐			
5. Adjacent property owners list (9 copies)	☐	☐			
6. Wastewater allocation request OR verification of wastewater allocation (9 copies)	☐	☐			
7. Signed and sealed traffic impact analysis (2 copies)	☐	☒			
8. If applicant is concurrently applying for site plan approval, a copy of the proposed site plan.	☒	☐			
9. Neighborhood meeting notice letter (9 copies) <i>See sample letter and meeting requirements included in this packet</i>	May be provided at time of submittal if meeting date is known – otherwise must be submitted by email or mail on date the letter is mailed out.				
10. Set of stamped, addressed envelopes using the adjacent property owners list	May be provided at time of submittal OR no later than 25 days prior to the Town Council meeting.				
11. Neighborhood meeting summary form (9 copies) <i>Form is included in this packet</i>	Must be submitted after neighborhood meeting is held and at least 10 days prior to Planning Board meeting.				

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

REQUIRED FINDINGS OF FACT

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

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

The application is for the adaptive reuse of Old Town Hall for conversion to up to 16 apartments. The property will be developed in accordance with the plans submitted to the Town and a Developer's Agreement which will be executed between Town Council and the development team.

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

The application has been prepared to ensure compliance with all Town of Clayton ordinance requirements. In addition, the adaptive reuse of existing structures is a common and sound land use practice.

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

All adjacent properties are currently developed. The reactivation of this vacant, deteriorating building will have a positive impact on adjacent properties and surrounding uses.

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

The development will both comply with adopted plans and policies and will improve the character of the surrounding area through the revitalization of an existing historic structure.

EXPLANATION OF PROJECT

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

Simply, the development is for the adaptive reuse of an existing historic structure. The proposed development plan will utilize the existing building and provide up to 16 apartments in the downtown core of Clayton.

APPLICANT AFFIDAVIT

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

W. Horton Wilkerson, Jr.

Print Name



Signature of Applicant

8-2-17

Date



**Town of Clayton
Planning Department**

111 E. Second Street, Clayton, NC 27520

P.O. Box 879, Clayton, NC 27528

Phone: 919-553-5002

Fax: 919-553-1720

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: Lofts at Old Town Hall Address or PIN #: 231 E Second Street, Clayton, NC 27520

AGENT/APPLICANT INFORMATION:

DAVID DEYOUNG, TOWN OF CLAYTON
(Name - type, print clearly)

111 E. Second 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 below*):

Holton Wilkerson, Community Smith.

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:

David DeYoung, Planning Dir.
(Name - type, print clearly)

111 E Second St
(Address)
Clayton NC, 27520
(City, State, Zip)

[Signature]
(Owner's Signature)

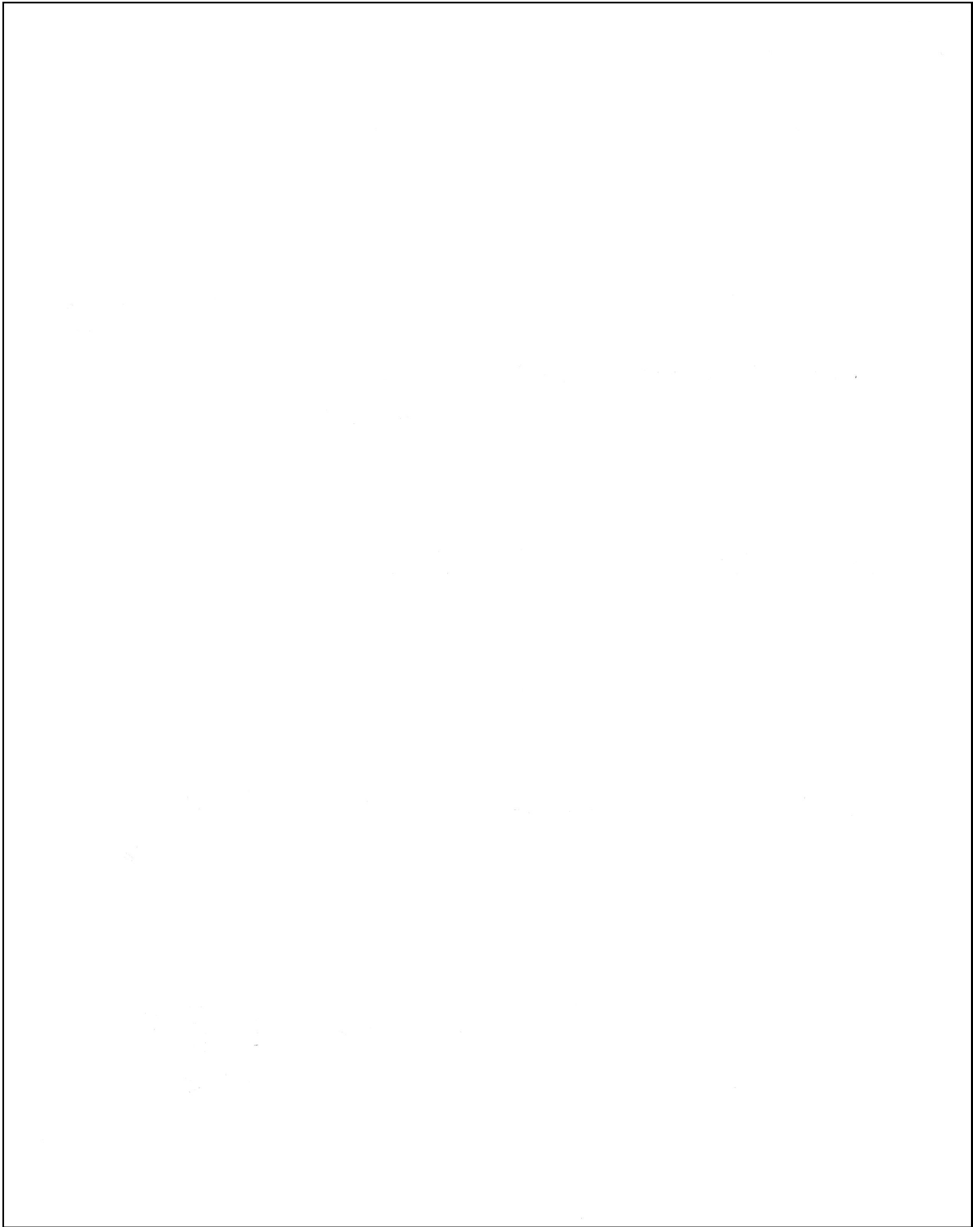
STATE OF
COUNTY OF

North Carolina
Johnston

Sworn and subscribed before me Karen J Durham, a Notary Public for the above State and County, this the 2 day of August, 2017.

SEAL

Karen J Durham
Notary Public
My Commission
Expires: Sept 2, 2019





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

August 28, 2017

STAFF REPORT

Application Number: 2017-137-SUP

Project Name: The Lofts at Old Town Hall Special Use Permit

NC PIN / Tag #: 166917-02-7136 / 05015051
Overlay: Downtown Overlay District
Applicant: Community Smith, LLC
Owner: Town of Clayton
Location: 231 East Second Street; at the corner of Barbour Street and East Second Street

Public Noticing:

- Neighborhood meeting held on August 23, 2017
- Sign posted prior to August 18, 2017
- Adjacent property letters mailed prior to September 22, 2017
- Newspaper ad published September 20, 2017 and September 27, 2017

REQUEST: The applicant is requesting a special use permit to allow the development of up to 16 multi-family apartment units within an existing building

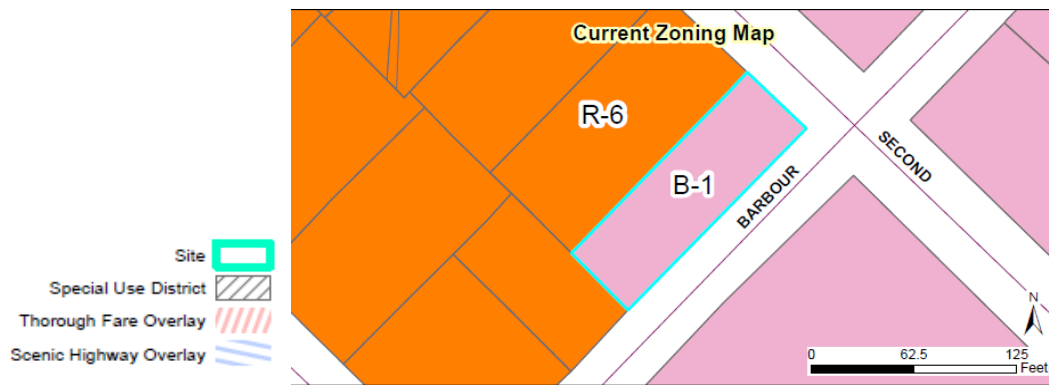
SITE DATA:

Acreage: .196
Existing Use: Vacant office building



ADJACENT ZONING AND LAND USES:

Direction	Zoning	Existing Use
North	Central-Business (B-1) / Residential-6 (R-6)	Commercial & Single-family residence
South	Central-Business (B-1)	Police Station/Office
East	Central-Business (B-1)	Police Station
West	Residential-6 (R-6)	Single-family residence

**DEVELOPMENT DATA:**

Proposed Uses:	Apartments (16 units)
Buildings:	1 building (existing)
Number of stories:	2 stories
Impervious Surface:	7102 SF (83%)
Required Parking:	16 spaces (1 space per studio or 1 bedroom unit), plus 4 guest spaces (1 guest space per 4 units)
Proposed Parking:	No on-site parking is proposed. Off-site parking is to be located within the existing parking lot at the corner of Barbour Street and Horne Street
Access/Streets:	Located at the corner of Barbour Street and East Second Street

STAFF ANALYSIS:**Overview**

The applicant is requesting a Special Use Permit to convert through adaptive reuse the existing office building for up to 16 apartment units on the subject property. The 16 apartment units will be located primarily within the existing structure. The property is zoned Central-Business (B-1). Per UDC requirements, any development of apartments within this zoning district is subject to issuance of a special use permit. Running concurrently with this request, the applicant has submitted a minor site plan application to be reviewed by staff (2017-136-SPM).

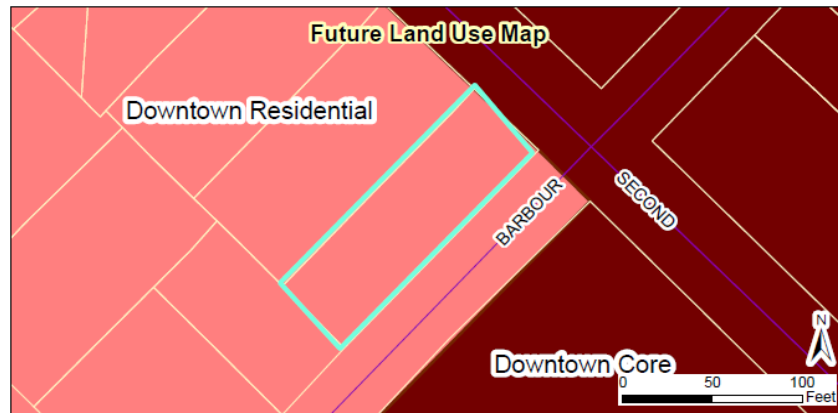
Consistency with Adopted Plans:

- **Comprehensive Plan 2040**

The proposed use is consistent with the Future Land Use map, which designates this property as “Downtown Residential”. It is also consistent with Goal D1 of the Comprehensive Plan 2040, which is to promote quality adaptive re-use projects downtown while preserving historic character.

- **Unified Development Code**

The proposed use is generally consistent with the Unified Development Code as an existing fully developed site.



Associated Site Plan

The applicant submitted a minor site plan application (2017-136-SPM), which is running concurrently with this special use permit request. The development will include up to 16 one bedroom apartment units within the existing building.

Parking

No on-site parking is to be provided as a part of this development. The applicant is proposing to utilize the existing parking lot located on the corner of Barbour Street and Horne Street for resident and guest parking.

Landscaping

The UDC requires any property zoned B-1 to provide a Class “B” landscape buffer along all property lines abutting an R-6 zoning district. However, the applicant is not proposing to provide any landscape buffers due to the existing site layout and space limitations. Staff considers the landscaping on-site to be a nonconforming site element, as it does not meet our current requirements. As permitted within the UDC, if site elements cannot be brought into compliance with the current requirements of the code for reasons such as site layout, space limitations, or other natural features, the Planning Director may approve a deviation from the site element requirements.

Mail Kiosks

The applicant is discussing potential mail kiosk locations with the local post-master. They are proposing the mail kiosks to be located indoors, but may locate the kiosks outside the front of the building if required by the Post Office.

Trash Collection

There will be no dumpsters located on the site. Instead, the development will utilize a concierge trash service. Residents will place their trash outside of their units indoors, and the company will remove the trash from the site.

FINDINGS

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

CONSIDERATIONS:

- The Town Council approves Special Use Permits.
 - Planning Board shall make a recommendation to Town Council.
-

RECOMMENDATION:

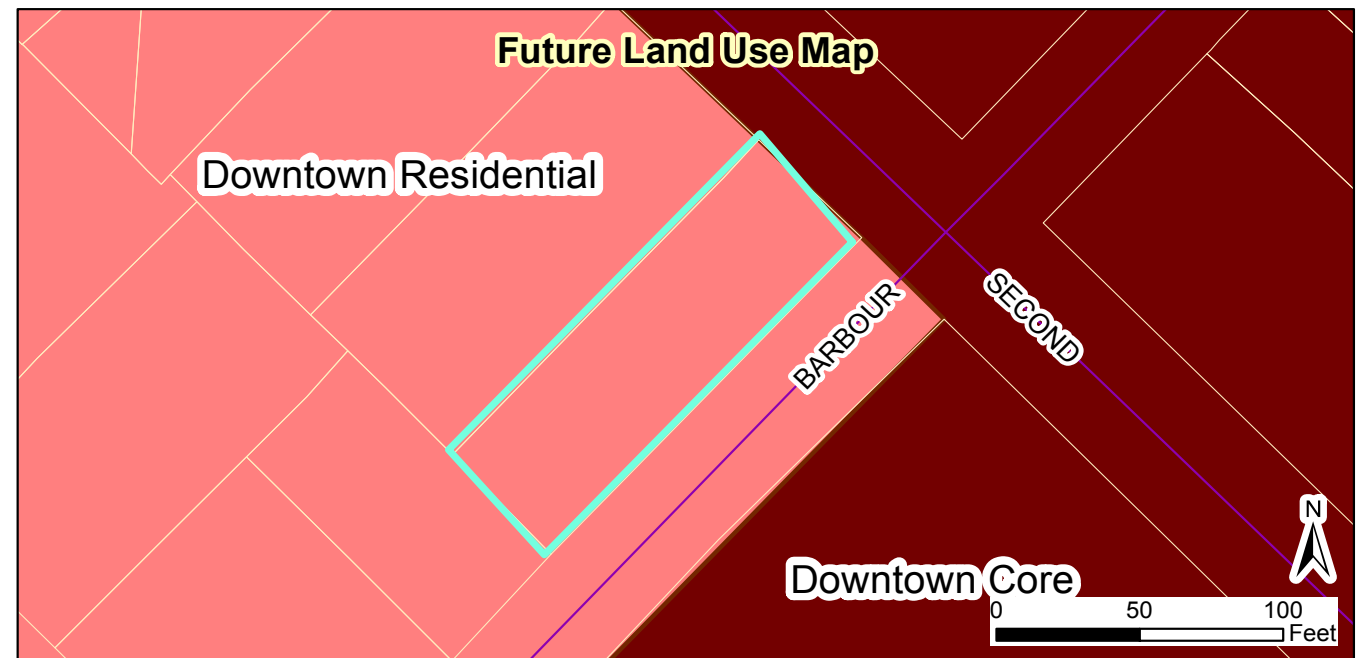
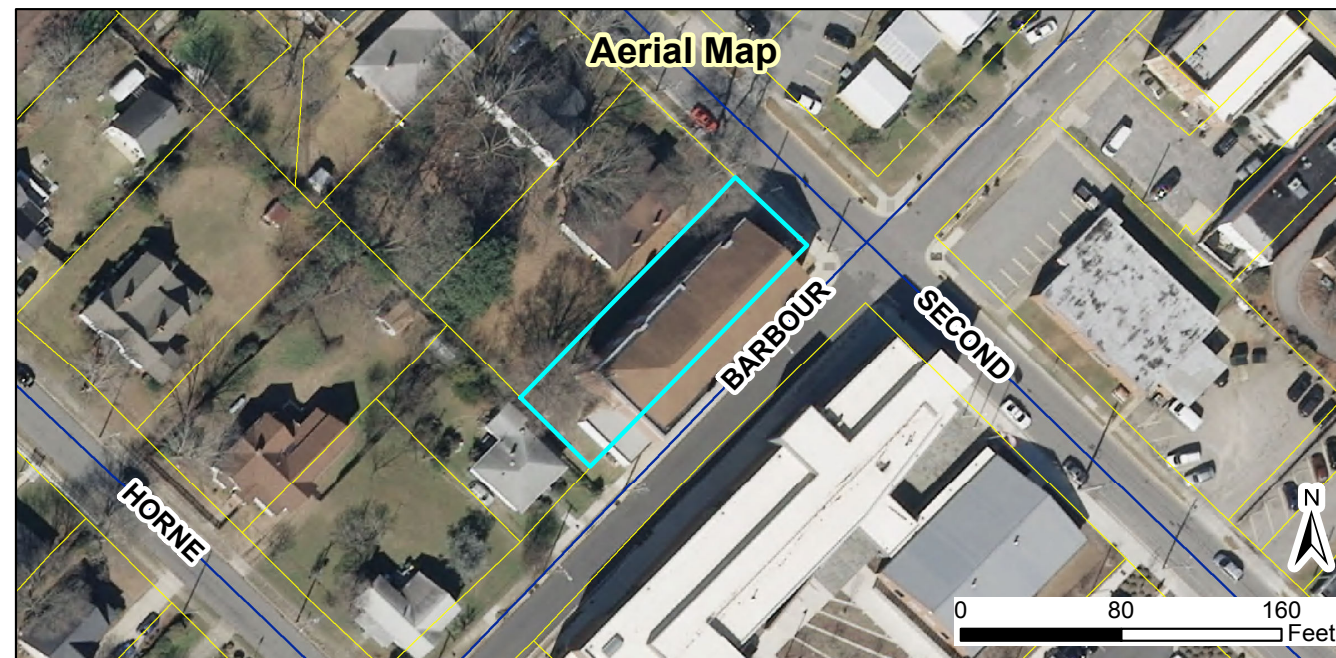
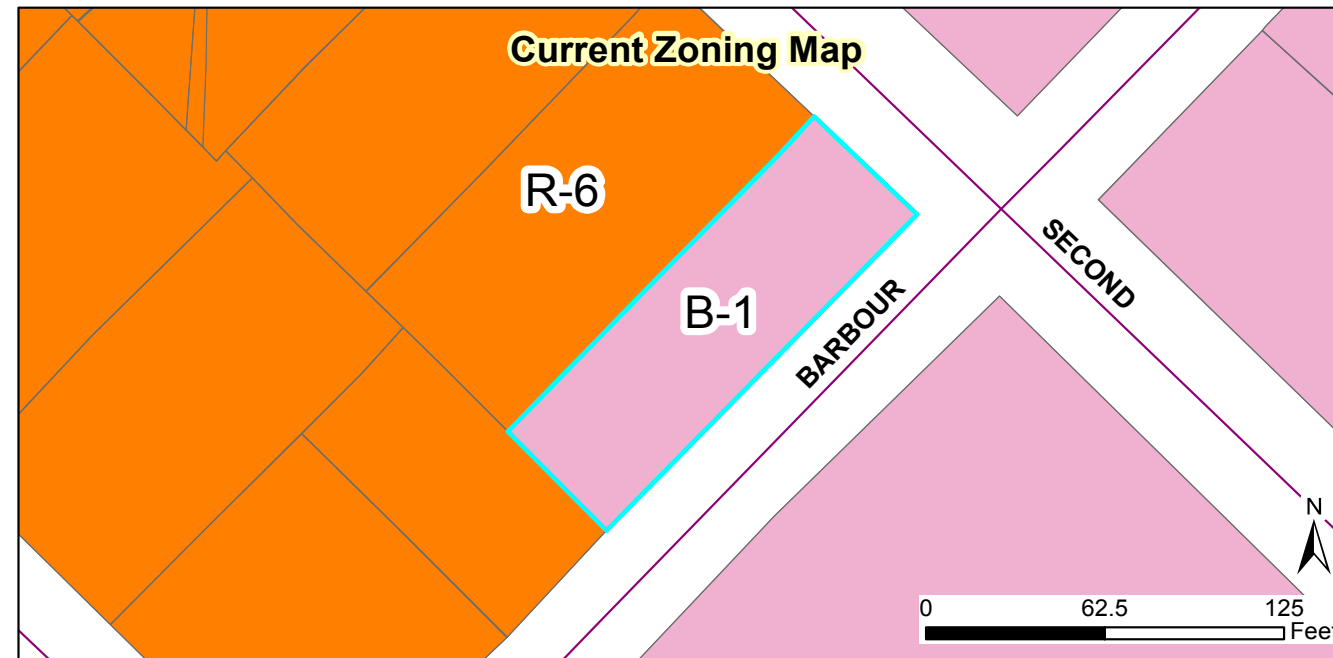
Staff recommends **approval with conditions** of the above referenced Special Use Permit

RECOMMENDED CONDITIONS OF APPROVAL:

1. Development of the subject property shall be in accordance with a Developer's Agreement executed between the Town of Clayton and the developer.
-

ATTACHMENTS:

- 1) Application
- 2) Staff Report Map
- 3) Associated Minor Site Plan
- 4) Associated Floor Plan
- 5) Neighborhood Meeting Materials



2017-137-SUP The Lofts at Old Town Hall Special Use Permit
Request: Special use permit approval to develop 16 apartment units within an existing building

Applicant: Community Smith, LLC
 Property Owners: Town of Clayton
 Parcel ID: 166917-02-7136
 Tag #: 05015051



05/12/2017

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

Document Path: O:\PLANNING\SPECIAL USE\2017\2017-137-SUP The Lofts @ Old Town Hall\Maps\2017-137-SUP Staff Report Map.mxd

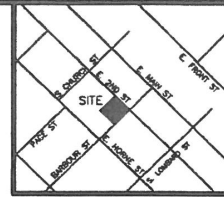
Legend

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

NOTES:

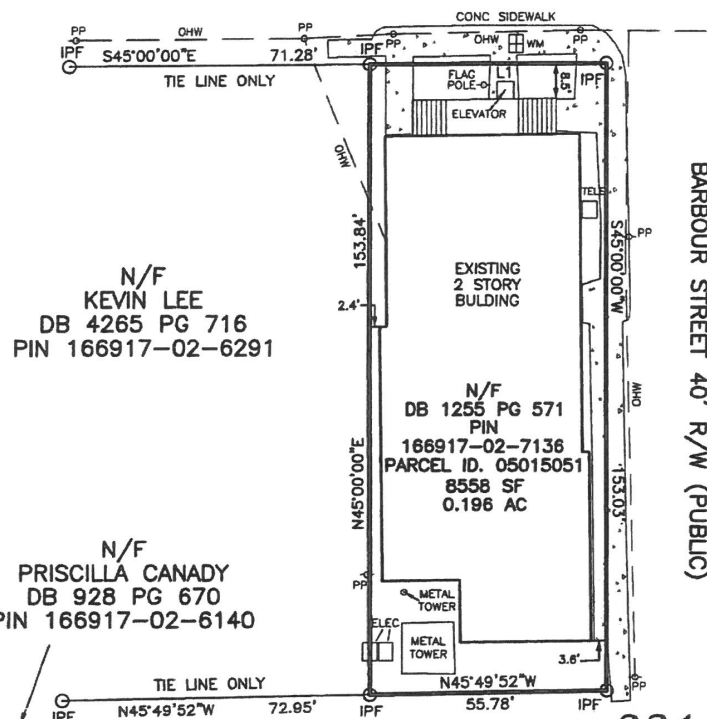
- 1) ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES
- 2) AREAS COMPUTED BY COORDINATE METHOD
- 3) PROPERTY SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD
- 4) NO HORIZONTAL CONTROL FOUND WITHIN 2000 FEET OF SURVEY
- 5) BOUNDARY PREDICATED ON EXISTING MONUMENTATION FOUND IN THE FIELD
- 6) NO DETERMINATION HAS BEEN MADE AS TO THE EXISTENCE OF FEMA FLOOD HAZARD AREAS ON THIS PARCEL
- 7) ZONING: B-1

LINE	BEARING	DISTANCE
L1	S45°00'00"E	55.77'



VICINITY MAP (not to scale)

EAST SECOND STREET 50' R/W (PUBLIC)



N/F
KEVIN LEE
DB 4265 PG 716
PIN 166917-02-6291

N/F
PRISCILLA CANADY
DB 928 PG 670
PIN 166917-02-6140

N/F
DB 1255 PG 571
PIN
166917-02-7136
PARCEL ID. 05015051
8558 SF
0.196 AC

SCALE: 1" = 30'

231
E. SECOND STREET

LEGEND	
IPF	IRON PIPE FOUND
IPS	IRON PIN SET
RRSF	RAILROAD SPIKE
PKNF	PARKER-KALON
NLF	NAIL FOUND
WV	WATER VALVE
WM	WATER METER
CO	CLEAN OUT
S.F.	SQUARE FEET
100.0	ELEVATIONS
CATV	CABLE TV BOX
ELEC	ELECTRIC BOX
PB	PLAT BOOK
PP	POWER POLE
DB	DEED BOOK
---	--- LINES NOT SURVEYED



PHYSICAL SURVEY
FOR
COMMUNITY SMITH, LLC

231 E. SECOND STREET, CLAYTON, NC 27520
CLAYTON TOWNSHIP JOHNSTON COUNTY NORTH CAROLINA

TRUE LINE SURVEYING, P.C.



205 WEST MAIN STREET
CLAYTON, N.C. 27520
TELEPHONE: (919) 359-0427
FAX: (919) 359-0428
www.truelinesurveying.com

NOT PREPARED FOR RECORDATION JOB NO. 3059.001

I, CURK T. LANE CERTIFY THAT THIS MAP WAS DRAWN FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, THAT THE ERROR OF CLOSURE AS CALCULATED IS 1:10,000+, THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES.

L - 3990
REGISTRATION NUMBER SURVEYOR

DATE OF SURVEY: 6/28/17 DRAWN: HUSSEIN DATE: 6/29/17 CHECKED: CURK



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

September 18, 2017

NOTICE

SUBJECT: Project #: 2017-137-SUP The Lofts at Old Town Hall Special Use Permit
Address: 231 E Second Street
Parcel ID: 166917-02-7136
Applicant: Community Smith, LLC

Dear Clayton Area Property Owner:

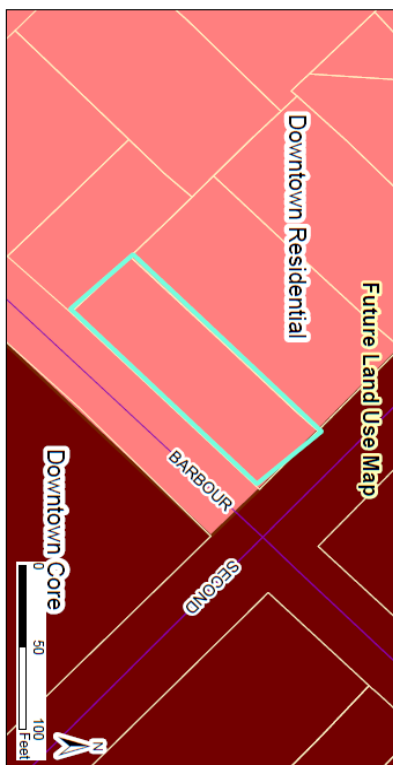
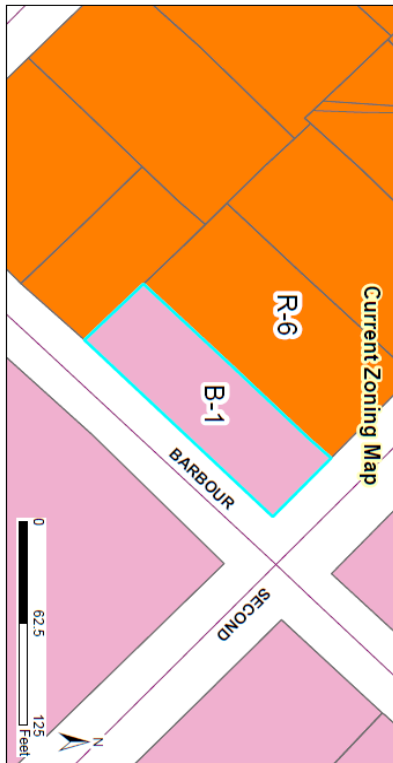
Notice is hereby given that the Clayton Town Council will hold an evidentiary hearing on Monday, October 2, 2017 to consider the above referenced project. This project requires a Special Use Permit to develop up to 16 apartment units within an existing building, located on property zoned Central-Business (B-1). Per UDC 155.202(A), the use of apartments is permitted in this zoning district subject to issuance of a Special Use Permit. The property is located at the corner of East Second Street and Barbour Street. Please see the map on the back of this letter.

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

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

Sincerely,

Haley Hogg, CZO
Planner



2017-137-SUP The Lofts at Old Town Hall Special Use Permit Request: Special use permit approval to develop 16 apartment units within an existing building

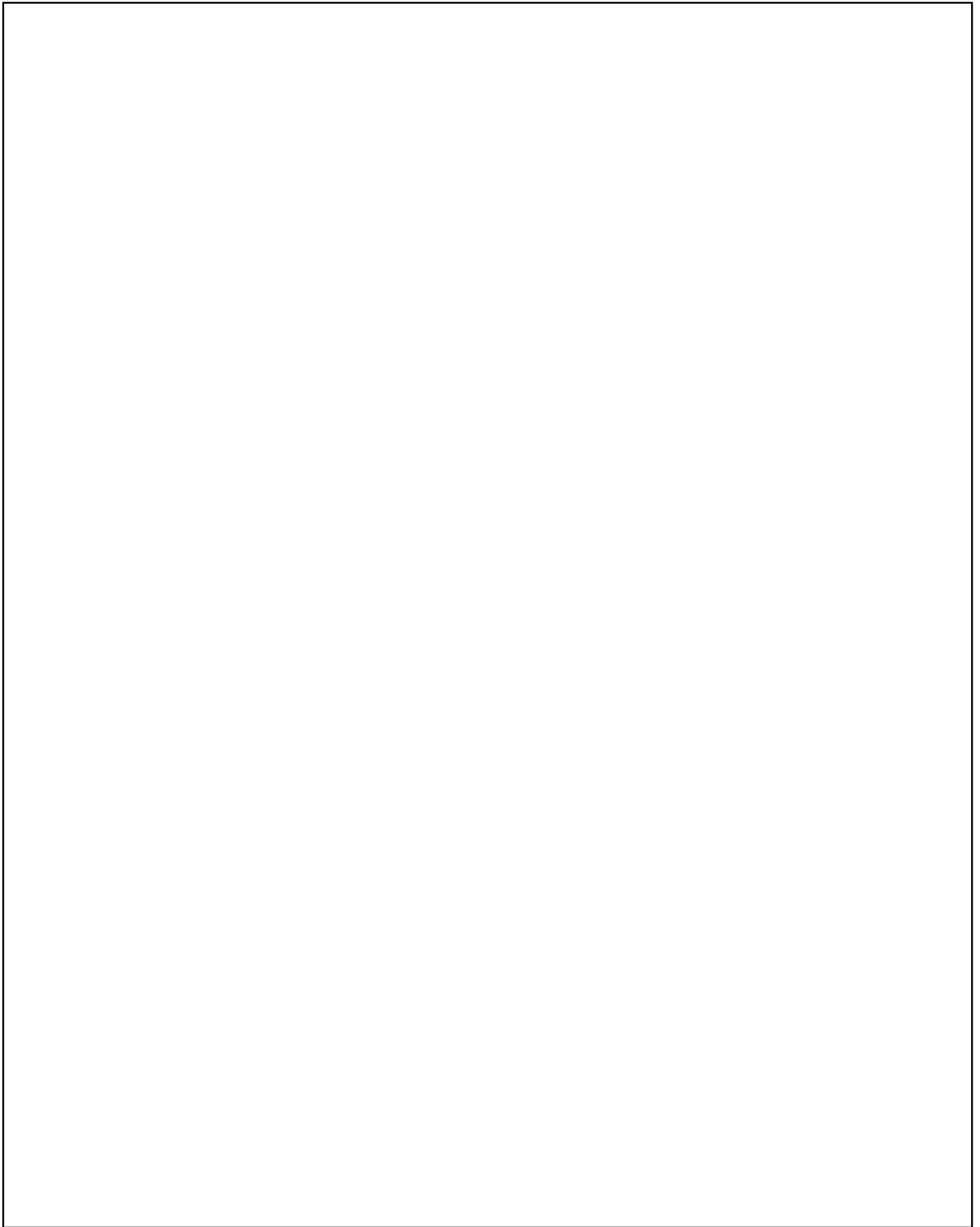
Applicant: Community Smith, LLC
Property Owner: Town of Clayton
Parcel ID: 165917-02-7136
Tag #: 05015051

Document Path: O:\PLANNING\SPECIAL USES\2017\2017-137-SUP The Lofts @ Old Town Hall\Map\2017-137-SUP Staff Report Map.mxd

Produced by: TOC Planning
05/12/2017
Disclaimer: Town of Clayton assumes no legal responsibility for the accuracy or representation of the information shown on this map.

Legend

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





Dear Clayton Area Property Owner:

August 11, 2017

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

Meeting Date: Wednesday, August 23, 2017 Meeting Time: 6:00pm

Meeting Location: Old Town Hall – 231 E 2nd Street, Clayton, NC 27520 - Garage Bay on Barbour Street

Type of Application: Special Use Permit / Minor Site Plan Approval

Project/proposal property address: Lofts at Old Town Hall – 231 E 2nd Street, Clayton, NC 27520

Description of project/proposal: The development is for the adaptive reuse of an existing historic structure. The proposed redevelopment plan will utilize the existing building and provide up to sixteen (16) apartments in the downtown core of Clayton.

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

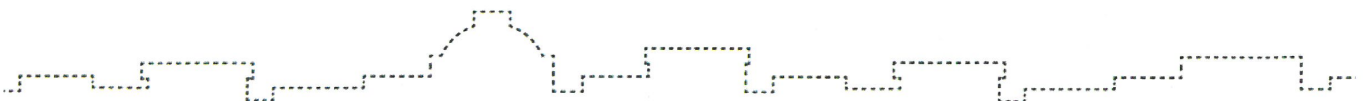
1. A copy of the project application.
2. A map at a scale that is appropriate to the project and shows neighboring properties and roads.
3. A map, drawing, or other depiction of the proposed land use change or development proposal.

A map is enclosed with this letter showing the location of the property that is subject to this application for land use change and/or development proposal. If you have any questions prior to or after this meeting, you may contact us at 919-827-1089 Ext. 101. You may also contact the Planning Department at 919-553-5002.

Sincerely,

A handwritten signature in black ink that reads 'Holton Wilkerson'.

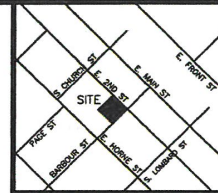
Holton Wilkerson
Managing Partner, CommunitySmith, LLC
Cc: Town of Clayton Planning Dept.



NOTES:

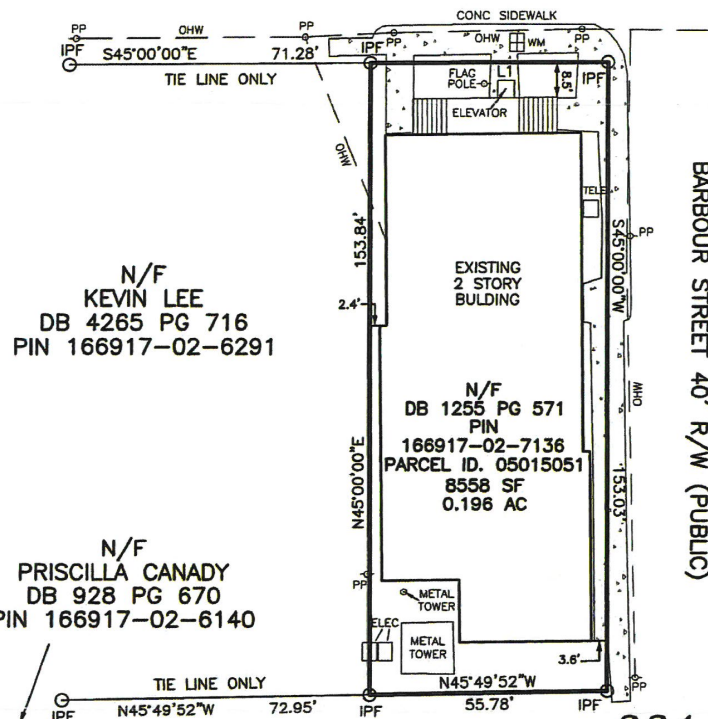
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LINE	BEARING	DISTANCE
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VICINITY MAP (not to scale)

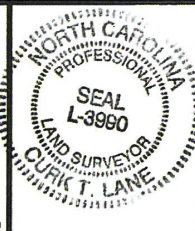
EAST SECOND STREET 50' R/W (PUBLIC)



SCALE: 1" = 30'

231
E. SECOND STREET

LEGEND
○ IPF IRON PIPE FOUND
● IPS IRON PIN SET
○ RRSF RAILROAD SPIKE
○ PKNF PARKER-KALON
○ NAIL FOUND
WV WATER VALVE
WM WATER METER
CO CLEAN OUT
S.F. SQUARE FEET
100.0 ELEVATIONS
CATV CABLE TV BOX
ELEC ELECTRIC BOX
PB PLAT BOOK
PP POWER POLE
DB DEED BOOK
--- LINES NOT SURVEYED



NOT PREPARED FOR RECORDED JOB NO. 3059.001
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L - 3990
REGISTRATION NUMBER SURVEYOR

PHYSICAL SURVEY FOR
COMMUNITY SMITH, LLC
231 E. SECOND STREET, CLAYTON, NC 27520
CLAYTON TOWNSHIP JOHNSTON COUNTY NORTH CAROLINA
TRUE LINE SURVEYING, P.C.
205 WEST MAIN STREET
CLAYTON, N.C. 27520
TELEPHONE: (919) 359-0427
FAX: (919) 359-0428
www.truelinesurveying.com
DATE OF SURVEY: 6/28/17 DRAWN: HUSSEIN DATE: 6/29/17 CHECKED: CURK

NEIGHBORHOOD MEETING ATTENDANCE ROSTER

Project: "Lofts at Old Town Hall"

Application: 8/2/2017

Location/Date: 231 E 2ND ST. CLAYTON, NC 27520 8/23/2017

	NAME	ADDRESS
1	HUBERT & BONNIE LEE	2236 SHOTWELL RD CLAYTON, NC 27520
2	ERNEST & JOYCE BLACKLEY	2133 SHOTWELL RD CLAYTON, NC 27520
3	CARRIE LEE	225 E 2ND STCLAYTON, NC 27520
4	PRISCILLA CANADY	212 S BARBOUR ST CLAYTON, NC 27520
5	DENISE BROUGHTON-KETTNER	NOT PROVIDED; NOT IN 100' RADIUS
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

NEIGHBORHOOD MEETING SUMMARY FORM

FILL OUT THE FOLLOWING:

Application: 8/2/2017

Date of Mailing: 8/11/2017

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

Printed Name: HOLTON WILKERSON

Signature: 

Date of Meeting: 8/23/2017

Time of Meeting: 6:00 PM

Location of Meeting: 231 E 2ND ST. CLAYTON, NC 27520

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

SEE ATTACHED NOTES

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

ATTACHMENT TO SPECIAL USE APPLICATION:

Neighborhood Mtg. Notes:

Q. number of units? A. 15-16 depending on final design.

Q. What about resident/guest/visitor parking? Likely all included in Town lot that used to service this building.

Q. What about the tenants like massage therapist and one other that the Town forced to have parking. Will it be taken away? A. I'm unsure of this and awaiting more information.

Q. Will children be likely to live in the building? A. Can't prevent that but with the likely demographic we'll be marketing to, there may be lower quantity or likelihood.

Q. Where will exterior HVAC units be located? A. on the roof.

Q. What's to be done to the exterior of the building? A. Very little as far as the looks of the building aside from pointing up masonry, cleaning, and otherwise significantly improving the look.

Q. Will the tower(s) be coming down? Yes, it will in the Town's public works folks will be doing the work.

Comments:

- Quality of the tenants is a big concern. I mentioned that to support the amount of investment to be made, the rents would be such that it would not likely be an issue. Same goes for the aesthetics and level of finishes as well.
- Mention of a time capsule that used to be in the building or may still be or could've been moved to Clayton Center?
- Confirmed there will be a window overlooking Priscilla Cannady's house.



919 829 4969

115 1/2 E. Hargett St
Suite 300
Raleigh, NC 27601
maurerarchitecture.com

NOT FOR
CONSTRUCTION
FOR REFERENCE
ONLY

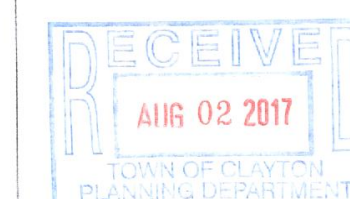
08-01-17

PROJECT TYPE: RENOVATION

CLAYTON TOWN HALL

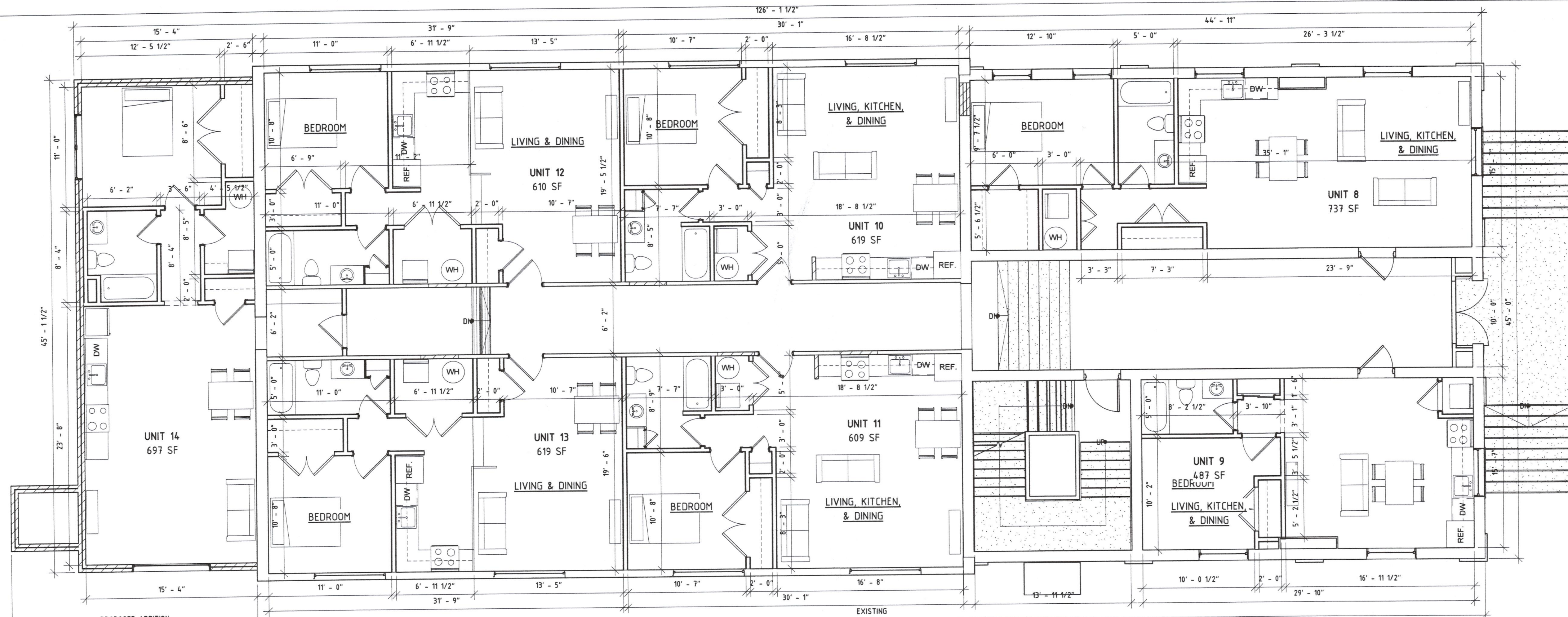
231 E Second Street, Clayton NC

DATE	08-01-17
DR.	MJK
CH.	DSM
PROJ. #	17025
REVISIONS	DATE

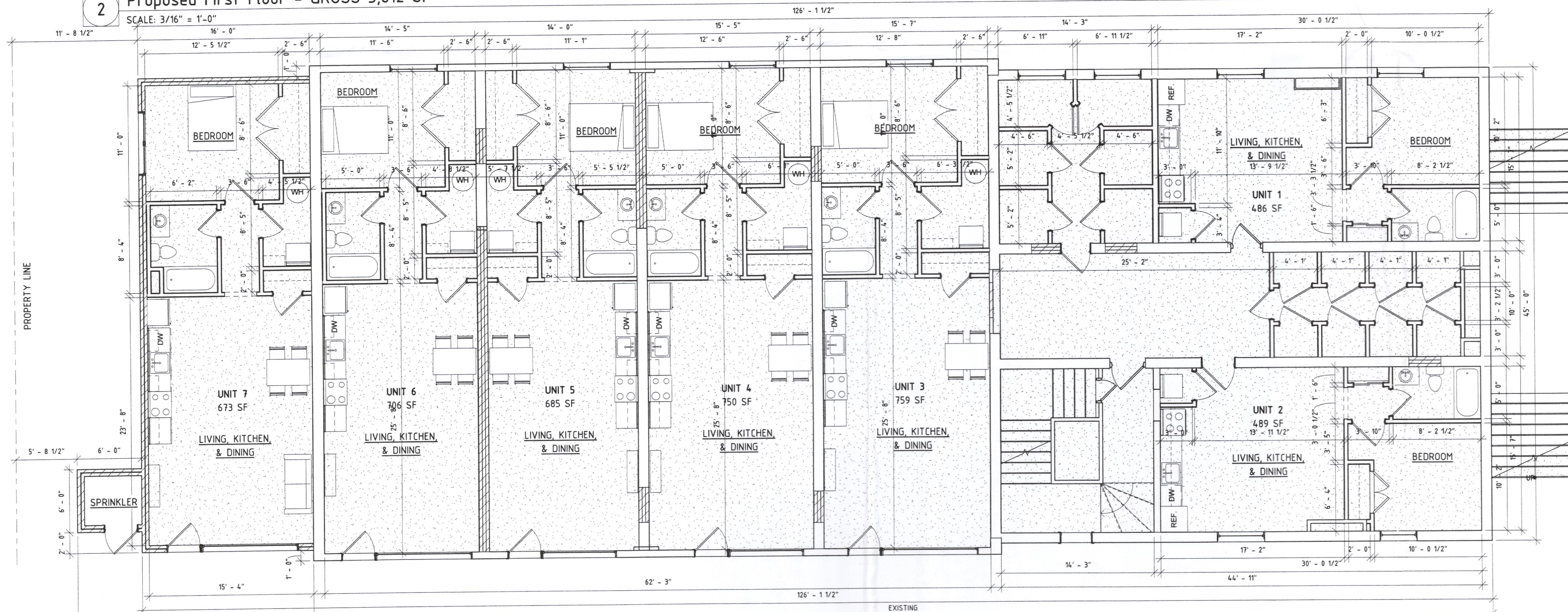


Proposed Floor
Plans

A1.1



2 Proposed First Floor - GROSS 5,812 SF
SCALE: 3/16" = 1'-0"



1 Proposed Basement - GROSS 5,848 SF
SCALE: 3/16" = 1'-0"



919 829 4969

115 1/2 E. Hargett St
Suite 300
Raleigh, NC 27601
maurerarchitecture.com

NOT FOR
CONSTRUCTION
FOR REFERENCE
ONLY

08-01-07

PROJECT TYPE: RENOVATION

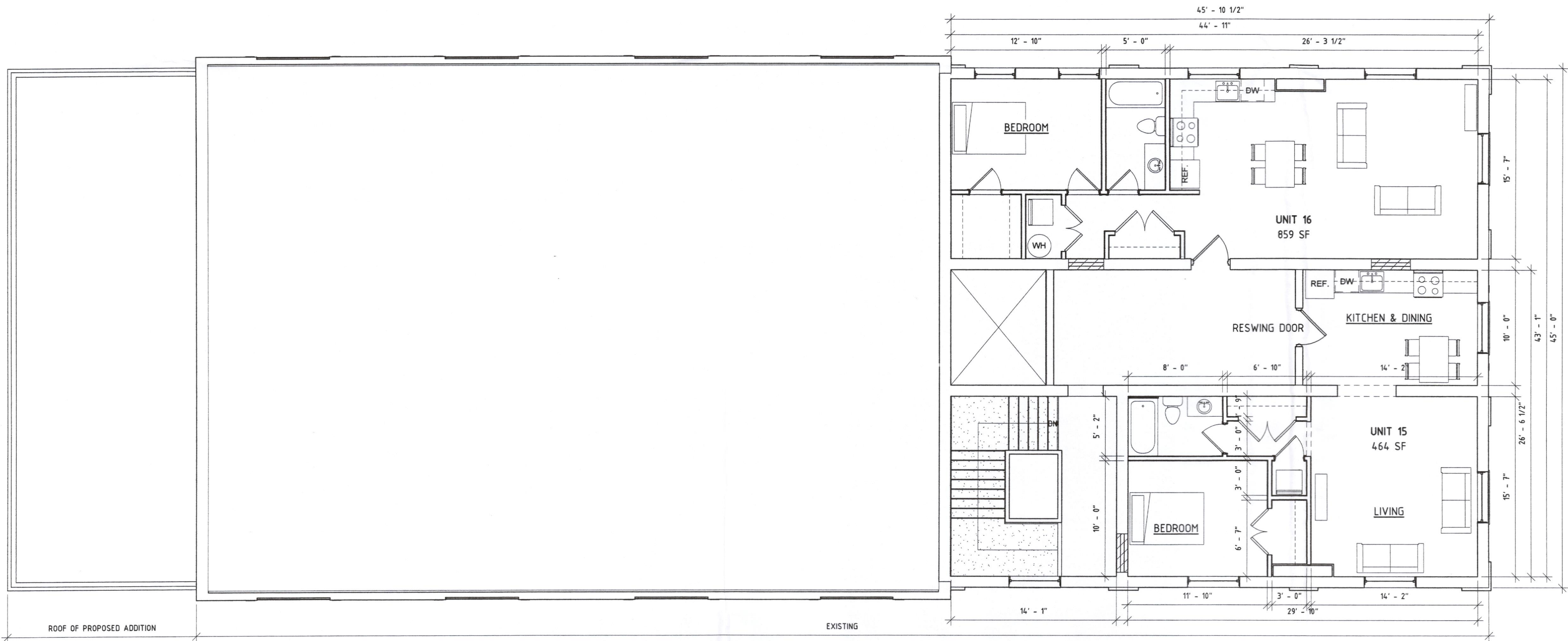
CLAYTON TOWN HALL

231 E Second Street, Clayton NC

DATE	08-01-07
DR.	MJK
CH.	DSM
PROJ. #	17025
REVISIONS	DATE

Proposed
Second Floor
Plan

A1.2



1 Proposed Second Floor - GROSS 2,110 SF
SCALE: 3/16" = 1'-0"

PUBLIC NOTICE

In accordance with NC GS 160A-364, the Clayton Town Council will hold an evidentiary hearing on Monday, October 2, 2017, at 6:30 PM at Town Hall, 111 East Second Street, to consider 2017-137-SUP The Lofts at Old Town Hall Special Use Permit. The request is to develop up to 16 apartment units within an existing building, located on a property zoned Central Business (B-1). The subject property is located at 231 E Second Street; Parcel ID 166917-02-7136.

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

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

Haley Hogg, Planner
919-553-5002

The Clayton News Star

Please advertise on the following dates:
September 20, 2017
September 27, 2017

Affidavit of publication required.

**TOWN OF CLAYTON
PLANNING BOARD WRITTEN RECOMMENDATION
SPECIAL USE PERMIT:**

**The Lofts at Old Town Hall
2017-137-SUP**

On August 28, 2017 the Planning Board heard the above-referenced request and made the following vote:

Recommendation to the Town Council to

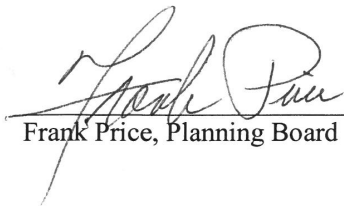
☒ approve the request; *w/ conditions in staff report*

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

☐ deny the request.

Recommendation(s) made this 28th day of August 2017 while in regular session.

Signed:



Frank Price, Planning Board Chair

**Town of Clayton
Town Council
SUP Motion Sheet**

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

- ☐ Approve
- ☐ Deny
- ☐ Approve with Conditions

SUP Application **#2017-137-SUP.**

This motion is based on the following findings:

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

OR

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

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

OR

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

2017-137-SUP
Lofts @ Old Town Hall

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

OR

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

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

OR

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

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

2017-137-SUP
Lofts @ Old Town Hall

**TOWN OF CLAYTON
SPECIAL USE PERMIT
#2017-137-SUP
GRANTED**

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

Applicant:	Community Smith, LLC
Property Owner:	Town of Clayton
Property Location:	231 E. Second Street, Clayton
Brief Property Description:	.196
Tax Parcel Number:	05015051
Proposed Use of Property:	Apartments
Hearing Date:	November 6, 2017

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

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

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

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

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

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

1. Development of the subject property shall be in accordance with a Developer's Agreement executed between the Town of Clayton and the developer.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

TOWN OF CLAYTON

BY: _____
Jody McLeod
Mayor

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

ATTEST:

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



Town Council Agenda Cover Sheet

Meeting Date

November 6, 2017

Agenda Location

New Business

Item Title

Position Request

Presenter *(Name & Title)*

Adam Lindsay, Town Manager

Summary/Description

The Town of Clayton has reached a point in its growth that the creation of an Economic and Community Development Director position is warranted. As the Town continues to grow, it must rely on its own staff, rather than the staff of the County, to further its economic and community development initiatives. The new director will lead economic and community development activities that focus on building, enhancing and sustaining the Town through the attraction and support of private investments, increase employment opportunities, and support existing as well as attracting new high-quality residential, retail, commercial, and industrial enterprises to the Town.

Requested Action

Approval

Additional Documents To Be Included in Agenda Packet

Memo

Jody L. McLeod
MAYOR

Adam Lindsay
TOWN MANAGER

Katherine Ross
TOWN ATTORNEY



Bob Satterfield
Art Holder
Jason Thompson
R.S. "Butch" Lawter, Jr.
COUNCIL MEMBERS

Michael Grannis
MAYOR PRO TEM

MEMORANDUM TO: Adam Lindsay – Town Manager

FROM: Catherine Whitley –Human Resources Director

DATE: October 27, 2017

SUBJECT: NEW POSITION – ECONOMIC AND COMMUNITY DEVELOPMENT
DIRECTOR

Background

The Town of Clayton has reached a point in its growth that the creation of an Economic and Community Development Director position is warranted. As the Town continues to grow, it must rely on its own staff, rather than the staff of the County, to further its economic and community development initiatives. The new director will lead economic and community development activities that focus on building, enhancing and sustaining the Town through the attraction and support of private investments, increase employment opportunities, and support existing as well as attracting new high-quality residential, retail, commercial, and industrial enterprises to the Town.

Recommendation

I am recommending the proposed classification of Economic and Community Development Director. The Economic and Community Development Director will report directly to the Town Manager. Direct reports to the position will include the Planning Director and the Downtown Development Coordinator.

Justification

Some of the key duties of the new director will include:

- Planning, initiating and directing economic development initiatives including contract development, preparation and management, development agreements, real estate and capital projects utilizing both public initiatives and public/private partnerships.
- Marketing the Town through various contacts and resources; calling and responding to requests from businesses and site selection consultants.

P.O. Box 879 • Clayton, North Carolina 27528 • Office 919-553-5002 • Fax 919-553-8919

www.TownofClaytonNC.org

- Providing professional economic and community development advice; assisting in the application and permitting process, and serving as an advocate for economic development in line with the Comprehensive Plan, zoning ordinances, and goals established by the Town.
- Assisting with negotiation and the management of professional service contracts, property sales or acquisition, and economic development oriented negotiations, as assigned.
- Assisting the Town Manager with capital projects, public facility planning, strategic planning, and special projects for the Town; coordinating assigned projects with the business and development communities, town staff; internal special project teams.

The Town Manager is requesting Town Council approval of the new position and a general fund allocation to the Planning Department in the amount of \$113,850 to cover personnel and operating costs, effective on the date of action by the Town Council.

Attachment – Job Description

Economic and Community Development Director

General Statement of Duties

Performs complex and difficult professional level management, leadership, budget, research, economic and community development management, strategic and special projects management, capital project management, public facilities planning, policy development and administrative functions for the Town.

Distinguishing Features of the Class

An employee in this class is responsible for economic and community development functions of the Town, including consulting and relationship building with local, regional and state officials, community leaders, and business executives for the purpose of promoting growth through the expansion and retention of existing businesses, and the attraction of new businesses into Town. Duties include planning, organizing, developing, and implementing economic and community development initiatives, capital projects, strategic and special projects, and other administrative activities in cooperation with the Town Manager, the Council, and department heads in the Town. Work requires community relations and leadership in establishing goals and priorities within and outside of the organization; promoting the business and economic development interests within the community; managing assigned departments, functions and projects; researching data and trends; and administering capital and special projects for the Town. Work requires sensitivity to the long- and short-term needs of the Town, advising the Town Manager and Town Council, and requires extensive contact and coordination with governmental agencies, corporate entities, developers, business leaders, civic organizations, property owners, citizens, and other town departments on a wide range of economic and community development related issues and programs using sound judgment and maintaining confidentiality. Employee must exercise independent judgement and simultaneously must consider financial, ethical, socio-economic, legal, and regulatory variables that affect the Town. Work is performed under the administrative supervision of the Town Manager and is evaluated through periodic conferences, observation of results achieved, success and cost of projects, review of work, and overall acceptance of the programs by the business community and citizens.

Duties and Responsibilities

Essential Duties and Tasks

- Provides direction, leadership, supervision and guidance to assigned department heads and staff in the functions of planning, community development, economic development, and redevelopment.
- Plans, initiates and directs economic development initiatives including contract development, preparation and management, development agreements, real estate and capital projects utilizing both public initiatives and public/private partnerships.
- Markets the Town through various contacts and resources; calls and responds to requests from businesses and site selection consultants; maintains confidentiality on prospects.
- Researches, collects and furnishes information and materials on the Town's location factors to business firms and companies seeking to locate in the Town.

- Serves as the Town's initial contact person regarding industrial prospects; coordinates the marketing of industrial sites and liaises with development professionals, town officials, and industrial executives.
- Meets with civic organizations, developers, educational institutions, landowners and citizens to learn the resources and needs of the community and promote the merits of economic development; plans special events for marketing the Town.
- Meets with businesses and property owners; develops profiles; develops and maintains a positive relationship with businesses and property owners; and maintains communications to resolve business needs. Works with local Chamber to provide support to existing businesses. Develops and nurtures professional relationships with business owners and managers and encourages them to locate or expand their operations in the Town.
- Assists with negotiation and the management of professional service contracts, property sales or acquisition, and economic development oriented negotiations, as assigned.
- Provides professional economic and community development advice; assists in the application and permitting process, and serves as an advocate for economic development in line with the Comprehensive Plan, zoning ordinances, and any community ordinances and plans the guide growth in accordance with goals established by the Town.
- Finds, creates, submits, and manages grant and incentive opportunities and decisions for the Town.
- Liaises, consults and confers with local industries, realtors, and advisory committees regarding developmental activity planning and implementation.
- Coordinates work of assigned divisions with other Town departments, the community, and government agencies; represents the Town to business owners, the development community, and with a wide variety of local, state, and federal officials.
- Assists the Town Manager with capital projects, public facility planning, strategic planning, and special projects for the Town; coordinates assigned projects with the business and development communities, town staff; internal special project teams.
- Provides technical advice and guidance to the Town Manager and Town Council; attends Town Council meetings; prepares agenda items and other documents for review of Town Council and Town Manager with recommended courses of action.
- Manages assigned departments; provides performance coaching and evaluation, communications, leadership, and leads in problem-solving; guides departments in budget administration.
- Interprets, explains, and answers questions on Town ordinances, programs, and policies for the public, news media, and Town staff.
- Coordinates and prepares special research reports and presentations on a wide variety of functions and issues for the Town.
- Participates in professional development through training courses and attendance at conferences and engaged membership in relevant associations including professional certifications.

Additional Job Duties

Performs related duties as required.

Recruitment and Selection Guidelines

Knowledge, Skills, and Abilities

- Thorough knowledge of laws, regulations, policies and procedures related to economic development, community development, and land use planning.
- Thorough knowledge of the environmental and socio-economics implications of the planning process and statutes, laws, rules, and regulations affecting these functions.
- Thorough knowledge of management techniques and practices including supervisory principles, budget, purchasing, and related administrative tasks.
- Thorough knowledge and skill in the design and facilitation of community engagement with the ability to tactfully engage with people from diverse backgrounds and build consensus among conflicted parties.
- Considerable knowledge of the trends, legislation, policies, and regulations being required of municipal government.
- Considerable skill in the collection, analysis, and presentation of data, recommendations, policies, and systems.
- Considerable skill in meeting facilitation, public presentations, problem-solving and collaborative conflict resolution.
- Working knowledge of the principles and practices of community development, economic development and public sector planning.
- Working knowledge of the theory, principles, and practices of public, municipal, and budget administration.
- Working knowledge of available incentives and grants to attract and recruit businesses.
- Ability to help develop long term plans and goals for the Town and provide management with target dates, costs, and implementation strategies.
- Ability to analyze facts, programs, trends, and costs and make recommendations, solve problems, and prepare comprehensive reports in oral and written forms.
- Ability to communicate effectively with managers, other government officials, employees, and the general public.
- Ability to maintain the confidentiality of all activities and management discussions.
- Ability to establish and maintain effective working relationships with Town Council, the Town Manager, department heads, Town staff, business owners, the development community,

economic development practitioners, and the general public.

Physical Requirements

- Must be able to physically perform the basic life operational functions of fingering, talking and hearing.
- Must be able to perform sedentary work exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull, or otherwise move objects.
- Must possess the visual acuity to analyze data and figures, operate a computer terminal, and do extensive reading.

Desirable Education and Experience

- Bachelor's Degree in Public Administration, Business Management, Real Estate, Urban and Regional Planning, or closely related field.
- Five (8) years of progressively responsible professional level experience with planning and economic development programs.
- Three (3) or more years of supervisory experience.

Special Requirements

Possession of a valid driver's license.
AICP certification preferred.



Town Council Agenda Cover Sheet

Meeting Date

November 6, 2017

Agenda Location

New Business

Item Title

Approval to add streets and signage to the parking schedule in TOC Ordinance Chapter 74

Presenter

C. Blair Myhand, Chief of Police

Summary/Description

The Police Department is seeking approval to add a portion of Hawksburg Drive and Torrey Pines Drive to the parking schedule in Chapter 74 of the Town Ordinances. This addition will prohibit parking on a portion of these two roads (see attached map denoting location) to alleviate congestion and improve pedestrian safety as it relates to Powhatan ES. "No Parking" signs will be installed by PW with the approval of this request.

Requested Action

Approval

Additional Documents to be included in Agenda Packet

map
memo to Town Manager from COP

Clayton Police Department

Memorandum



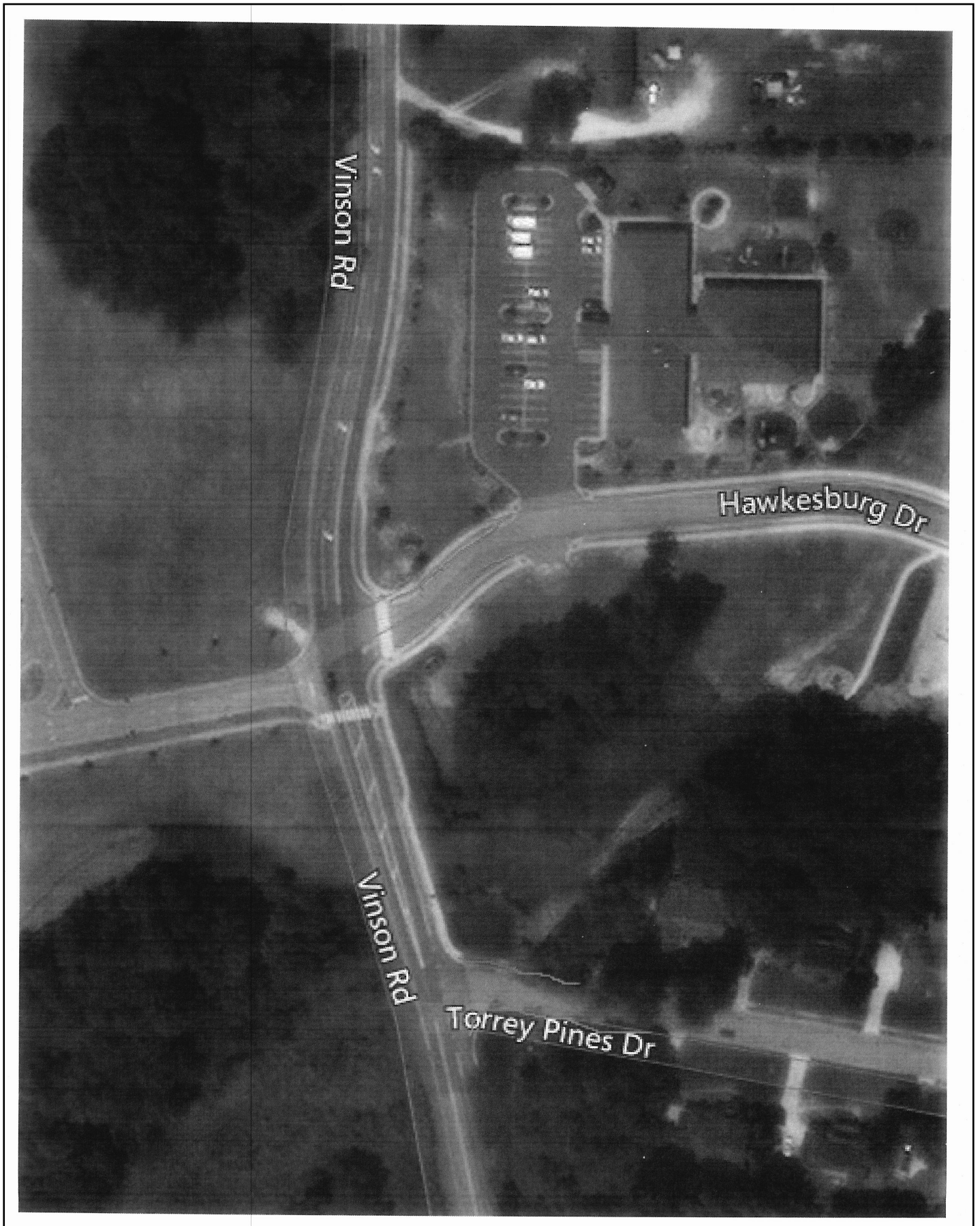
To: Adam Lindsay, Town Manager
From: Chief C. Blair Myhand 
Date: October 30, 2017
Ref: Recommendation for Installation of "No Parking" Signs

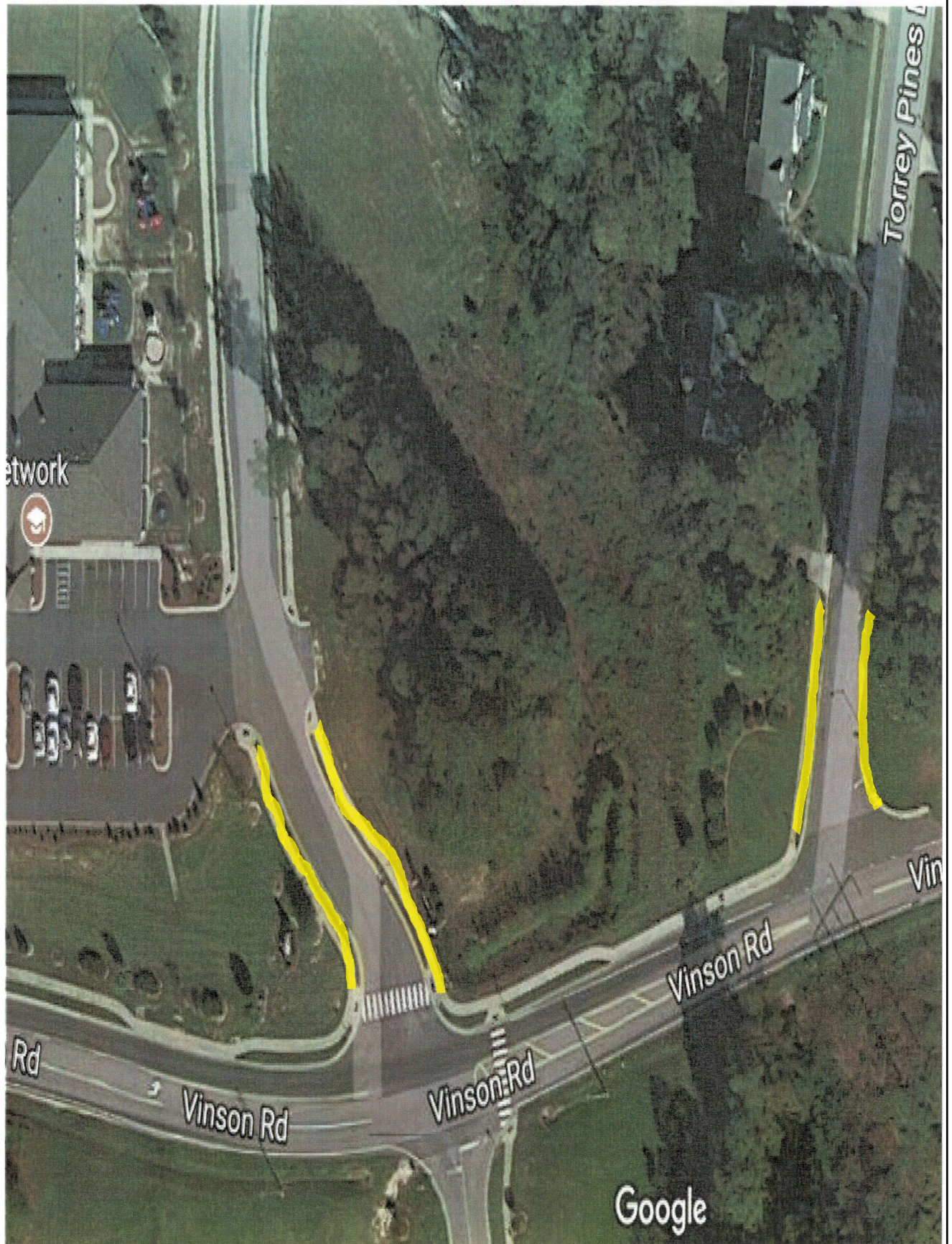
I would like to formally request that "No Parking" signs be installed on a portion of two streets along Vinson Road within the corporate limits of the Town of Clayton. This request is directly related to public complaints and observations from our staff with respect to cars parking along the curb during the morning and afternoon drop-off and release times for Powhatan Elementary School.

The ensuing congestion creates a risk to motorists as well as for the adults and students walking across Vinson Road to and from parked vehicles. Vinson Road is a more rural road where the topography and speeds create a higher risk to pedestrians and is not suitable for safe crossing without direction. The installation of these signs should prevent parking in the areas where the risk is greatest and encourage parents to use carpool lanes to enhance child safety.

I am prepared to make a council presentation on November 6, 2017 specific to Town of Clayton Ordinance, Chapter 74: Parking Schedules, in an effort to prohibit parking along: Hawksburg Drive, both sides, from Vinson Road to the entrance to the day care center, and on Torrey Pines Drive, both sides, from Vinson Road to the driveway on either side of the roadway (see attached map).

COMMITMENT - PROFESSIONALISM - DISTINCTION





**TOWN OF CLAYTON
AMENDMENT TO THE CODE OF ORDINANCES
CHAPTER 74: PARKING SCHEDULES**

BE IT HEREBY ADOPTED THAT THE TOWN COUNCIL FOR THE TOWN OF CLAYTON, NORTH CAROLINA amends its Code of Ordinances with the following:

Amend the following section of CHAPTER 74: Parking Schedules, Schedule I, Prohibited Parking to read as follows:

Street	Location	Ord. No.	Passage Date
Hawkesburg Road (Both Sides of Road)	Vinson Road up to Entrance of Child Care Day Care Center	2017-11-01	11/6/2017
Torrey Pines Drive	Vinson Road up to 1 st Driveway on Torrey Pines	2017-11-01	11/6/2017

Duly adopted this 6th day of November 2017, while in regular session.

Jody L. McLeod
Mayor

ATTEST:

APPROVED AS TO FORM:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk

Katherine Ross
Town Attorney