



The Town of Clayton  
Town Council Work Session Meeting Agenda  
Monday, October 16, 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. Resolution - Lease for Portions of Property located at 3798 Powhatan Road - Novo & YMCA

[Newspaper Ad - Lease of Property 3978 Powhatan Road](#)

[Resolution 2017-31 - Lease of Property - Novo](#)

[Resolution 2017-32 - Lease of Property - YMCA](#)

**POTENTIAL ACTION:** Adoption of Consent Agenda as Presented

**4. ADMINISTRATIVE ITEMS**

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

[Cover - Health Park at 42 West - Phase I](#)

[Warranty Acceptance - Health Park at 42 West - Phase I](#)

**POTENTIAL ACTION:** Place on November 6, 2017 Consent Agenda

**5. INTRODUCTIONS AND SPECIAL PRESENTATIONS**

- a. Clayton Downtown Development Association Annual Update/Report

*Presenter:* James Lipscomb, Chair

[Cover - Annual Report - Clayton Downtown Development Association](#)

[Committee Purpose 2017 - Clayton Downtown Development Association](#)

[Facade Grant History - Clayton Downtown Development Association](#)

[2016 Revised Org Chart - Clayton Downtown Development Association](#)

**6. PUBLIC HEARINGS**

**7. ITEMS SCHEDULED FOR THE REGULAR MEETING**

- a. Building Inspector Incentive Compensation Policy

*Presenter:* Rich Cappola, Engineer & Inspections Director

[Cover - Building Inspector Incentive Compensation Policy](#)

[Policy - Building Inspector Incentive Compensation Policy](#)

**POTENTIAL ACTION:** Place on November 6, 2017 Consent Agenda

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

*Presenter:* Planning Department

[Cover - 20017-128-SUP - Grifols Manufacturing Building #640](#)

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

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

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

[Site Plan - 2017-127-SP - 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 Affidavit - 2017-128-SUP - Grifols Manufacturing Building #640](#)

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

**POTENTIAL 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

**POTENTIAL ACTION:** Suspend Rules to Take Action

- b. Downtown Clayton Trick-or-Treat - Street Closure Request

*Presenter:* David DeYoung, Planning Director

[Cover - Downtown Clayton Trick-or-Treat](#)

[Application - 2017-07 - Downtown Clayton Trick-or-Treat](#)

[Map - Downtown Clayton Trick-or-Treat](#)

**POTENTIAL ACTION:** Approval of Street Closure

- c. 2017 The Shindig - Street Closure Request

*Presenter:* David DeYoung, Planning Director

[Cover - The Shindig](#)

[Application - 2017-19 - The Shindig](#)

[Map - The Shindig](#)

**POTENTIAL ACTION:** Approval of Street Closure

- d. 2017 Christmas Village & Tree Lighting - Street Closure Request

*Presenter:* David DeYoung, Planning Director

[Cover - Christmas Village & Tree Lighting](#)

[Application - 2017-10 - Christmas Village & Tree Lighting](#)

[Map - Christmas Village & Tree Lighting](#)

**POTENTIAL ACTION:** Approval of Street Closure

## 10. OLD BUSINESS



- a. Developers Agreement - 231 E. Second Street  
*Presenter:* David DeYoung, Planning Director  
[Cover - 231 E. Second Street Developers Agreement](#)  
[Agreement - 231 E. Second Street Developers Agreement](#)

**POTENTIAL ACTION:** Place on November 6, 2017 Consent Agenda

#### 11. STAFF REPORTS

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

#### 12. OTHER BUSINESS

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

#### 13. CLOSED SESSION

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

**POTENTIAL ACTION:** Motion for Closed Session

#### 14. ADJOURNMENT

In accordance with NC GS 160A-272, the Clayton Town Council intends to authorize the lease of a portion of the real property located at 3798 Powhatan Road to The Young Men's Christian Association of Triangle, Inc. and a portion of the property to Novo Nordisk Pharmaceutical Industries, Inc. at its regular meeting to be held at 6:30pm on October 16, 2017. The Town has an option to purchase the property at 3798 Powhatan Road. The Town intends to exercise its option to purchase the property, and then to lease a portion of the property back to The Young Men's Christian Association of Triangle, Inc. for its continued use as soccer fields for a lease rate of \$1.00 per year and a maximum term, including renewal periods, not to exceed 10 years and to lease a portion of the property to Novo Nordisk Pharmaceutical Industries, Inc. for the construction of a regional wastewater pretreatment facility for a lease rate of \$100.00 per year and a term not to exceed 4 years.

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

N&O: September 13, 2017

**RESOLUTION AUTHORIZING LEASE OF PROPERTY TO  
NOVO NORDISK PHARMACEUTICAL INDUSTRIES, INC.**

**WHEREAS**, The Town of Clayton (the "Town") has an option agreement with The Young Men's Christian Association, Inc. to purchase property located in Johnston County, North Carolina with a current street address of 3798 Powhatan Road, Clayton, North Carolina 27527, consisting of approximately 13.571 acres of land, with PIN #167700-49-6694; and

**WHEREAS**, The Town intends to close on the property on or about October 17, 2017; and

**WHEREAS**, The Town has determined the property will not be needed by the Town for the term of the lease and that it is in the interest of the Town to lease a portion of the property to Novo Nordisk Pharmaceuticals Industries, Inc. (NNPI); and

**WHEREAS**, the Town has given the required public notice by publishing public notice on September 13, 2017 that included a description of the property, the annual lease payments, and the Council's intent to authorize the lease in compliance with N.C.G.S. §160A-272.

**THEREFORE**, THE TOWN COUNCIL FOR THE TOWN OF CLAYTON RESOLVES THAT:

1. The lease of the property to NNPI is authorized.
2. The term of the lease shall not exceed four (4) years and the annual lease payment shall be \$100.00 per year
3. The appropriate town officials are authorized to negotiate the lease of a portion of the property on Powhatan Road in compliance with the terms above and other terms as deemed necessary to protect and benefit the Town.

Duly adopted this the 16<sup>th</sup> day of October 2017 while in regular session.

\_\_\_\_\_  
Jody McLeod  
Mayor

ATTEST:

\_\_\_\_\_  
Kimberly A. Moffett, CMC, NCCMC  
Town Clerk

**RESOLUTION AUTHORIZING LEASE OF PROPERTY TO THE  
YOUNG MEN'S CHRISTIAN ASSOCIATION, INC.**

**WHEREAS,** The Town of Clayton (the "Town") has an option agreement with The Young Men's Christian Association, Inc. to purchase property located in Johnston County, North Carolina with a current street address of 3798 Powhatan Road, Clayton, North Carolina 27527, consisting of approximately 13.571 acres of land, with PIN #167700-49-6694; and

**WHEREAS,** The Town intends to close on the property on or about October 17, 2017; and

**WHEREAS,** The Town has determined the property will not be needed by the Town for the term of the lease and that it is in the interest of the Town to lease a portion of the property to the YMCA; and

**WHEREAS,** the Town has given the required public notice by publishing public notice on September 13, 2017 that included a description of the property, the annual lease payments, and the Council's intent to authorize the lease in compliance with NCGS §160A-272.

**THEREFORE,** THE TOWN COUNCIL FOR THE TOWN OF CLAYTON RESOLVES THAT:

1. The lease of the property is authorized.
2. The term of the lease shall not exceed ten (10) years, including an initial term of three (3) years and renewal terms of one (1) year, and the annual lease payment shall be \$1.00 per year
3. The appropriate town officials are authorized to negotiate the lease of a portion of the property on Powhatan Road in compliance with the terms above and other terms as deemed necessary to protect and benefit the Town.

Duly adopted this the 16<sup>th</sup> day of October, 2017 while in regular session.

\_\_\_\_\_  
Jody McLeod  
Mayor

ATTEST:

\_\_\_\_\_  
Kimberly A. Moffett, CMC, NCCMC  
Town Clerk



## Town Council Agenda Cover Sheet

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**Meeting Date**

October 16, 2017

**Agenda Location**

Administrative

**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**

Place on Consent Agenda

**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

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**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

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**Meeting Date**

October 16, 2017

**Agenda Location**

Introductions & Special Presentations

**Item Title**

Annual Report - Clayton Downtown Development Association

**Presenter** (Name & Title)

James Lipscomb

**Summary/Description**

This is the first Annual Report from the Clayton Downtown Development Association and includes information about the purpose of the Board, membership, committees, accomplishments and goals.

**Requested Action**

None - Informational Only

**Additional Documents To Be Included in Agenda Packet**

ORG CHART DDA 2016 Revised  
DDA Committees Purpose 2017  
FACADE GRANT HISTORY

## Organization Committee

### Purpose of the Organization Committee

The purpose of the Organization Committee is to foster Downtown Clayton as the Town's center of activity, and to ensure its economic stability through historic preservation, communication, education, promotion, and economic revitalization. The Organization Committee consists of 11 Town Council appointed volunteers, the Downtown Development Coordinator, and 3 ex-officio members (a Town Councilman, the Town Manager, and the Planning Director). The Organization Committee provides the stability necessary to build and maintain a downtown program that is well structured, well-funded and committed to the future of the heart of Clayton. The Organization Committee is responsible for managing the financial and logistical aspects of the CDDA and the Town's Main Street Program by:

- Raising money through donations and sponsorships
- Managing finances and maintaining excellent accounting procedures
- Administering CDDA directed projects
- Delegating tasks and responsibilities to the Design, Promotions and Economic Revitalization Committee.
- Managing volunteers through recruitment, supervision, and acknowledgement of good work
- Promoting the program to downtown interests & the public
- Volunteering at events

### Organization Committee Responsibilities

The Organization Committee is specifically responsible for the following activities:

- **Establishing the Board of Directors.** The Organization Committee conducts the annual nomination program for the Clayton Downtown Development Association, Inc., a 501(C)(3) not-for-profit. The Board of Directors consists of the President, Vice-President, Treasurer, Secretary, Immediate Past-President and the Downtown Development Coordinator.
- **Fundraising.** The Organization Committee is responsible for planning and conducting annual fund-raising activities and ensuring that adequate funding is in place at all times.
- **Maintaining the volunteer network.** The Organization Committee is in charge of developing, maintaining and promoting a strong volunteer network to assist with downtown promotions and events.
- **Maintaining a budget.** The Organization Committee approves the allocation of funds for CDDA activities and events in accordance with the program's annual work plan and budget.
- **Planning the Annual Awards Dinner.** The awards dinner is the celebration of the great things that have happened downtown in the past year. The Organization Committee is in charge of planning the event, facilitating the nomination of individuals and businesses for awards, and obtaining the sponsorships necessary to facilitate the event.
- **Committee support and guidance.** Each member of the Organization Committee must serve on at least one of the other committees which include Design, Promotion, and Economic Revitalization. One of the Organization Committee members must also serve as the "chair" of each of the other committees to run

meetings and ensure programming is consistent with the direction given through the Organization Committee.

## Design Committee

### Purpose of the Design Committee

The purpose of the Design Committee is to evaluate the downtown environment and recommend physical improvements to buildings, businesses and other public infrastructure. This activity often requires consensus among independent business owners and property owners to bring about positive aesthetic change. These improvements shape the physical image of downtown to create a place that is attractive to shoppers, investors, business owners, and visitors. Much of this work occurs in partnership with the Downtown Development Coordinator and in one-on-one relationships with members of the downtown community, property owners, business managers, Town staff, and elected officials. To further this goal, members of the Design Committee are expected to:

- Educate property owners and business owners about potential building / site enhancements
- Identify quality improvements which can be made to private properties and public spaces
- Assist the Planning Department with downtown development by planning for future downtown growth and adjusting regulations to encourage revitalization and redevelopment activities
- Assist and encourage property owners and business owners who are looking to make improvements
- Offer resource assistance through the Façade and Site Element Improvement Grant Program
- Volunteer at events

### Design Committee Responsibilities

The Design Committee's responsibilities specifically include the following:

- **Direct design improvement activities.** The Design Committee is responsible for establishing resources for building maintenance and rehabilitation, construction, signage and graphic material, and visual merchandising.
- **Build a network of professionals.** In order to assist with building or site modifications, the Design Committee will need to establish a sound relationship with local design and construction professionals who understand historic preservation opportunities and can facilitate the rehabilitation and/or maintenance of traditional commercial buildings.
- **Promote positive changes in design.** The Design Committee needs to have a keen awareness of downtown design, be able to retain and preserve historic character, and facilitate design changes throughout downtown.
- **Work with the Planning Department.** The Design Committee needs to partner with the Planning Department to review the regulations that impact downtown properties and address any regulatory obstacles to accomplishing downtown revitalization activities.
- **Approve projects.** The design Committee is charged with review and approval of Façade and Site Element Improvement applications and allocating the necessary funds for improvements in accordance with the annual work plan and budget.

| Design                                                                              |              |                       |                |                             |
|-------------------------------------------------------------------------------------|--------------|-----------------------|----------------|-----------------------------|
| Emily                                                                               | Beddingfield | PO Box 879            | (919) 553-5002 | emilybeddingfield@gmail.com |
| Linda                                                                               | Edwards      | 408 E Main St         | (919) 427-5042 | rejoycegifts1@gmail.com     |
| James                                                                               | Lipscomb     | 328 E Main St         | (919) 422-4704 | james@myhtr.com             |
| Kaitlin                                                                             | Russo        | PO Box 879            | (919) 359-9349 | krusso@townofclaytonnc.org  |
| Heidi-Lee                                                                           | Peach        | PO Box 658            | (919) 550-7027 | heidilee.peach@gmail.com    |
| Temple                                                                              | Phipps       | 115 E. Blanche St     | (919) 588-1730 | templeph@aol.com            |
| Holton                                                                              | Wilkerson    | 114 W Main St         | (919) 815-8365 | holton@communitysmith.com   |
| Tony                                                                                | Johnson      | 104 N Lombard St      |                | tljarch@aol.com             |
| Sarah                                                                               | Hamelinck    | 562 Bridgeport Circle | (919) 351-2956 | semhmotox@gmail.com         |
| *The Design Committee meets the first Thursday of each month at 8:30 a.m. in GS223. |              |                       |                |                             |

## **Economic Revitalization (Restructuring) Committee**

### **Purpose of the Economic Revitalization (ER) Committee**

Rebuilding the economic vitality of Downtown Clayton is the purpose of the Clayton Downtown Development Association's (CDDA) Economic Revitalization (ER) Committee. The ER Committee members develop a thorough understanding of the economic condition Downtown Clayton and use that understanding to gain both public and private sector support and involvement. Utilizing the unique skills and resources of each sector, a well-planned and comprehensive strategy can be implemented to gradually improve downtown's economic foundation.

Economic revitalization requires a knowledge of local market conditions, a vision for the future, access to public and private resources in the community, and the ability to coordinate these resources to make revitalization happen. To further this goal, members of the ER Committee are expected to:

- Attend a monthly meeting to analyze data, develop strategies, measure progress, and brainstorm activities
- Engage business owners to get their ideas, find out how they and their businesses are doing, and update them on strategic plans
- Work with realtors, developers, and property owners to plan real estate improvement projects
- Strengthen existing businesses and find new ones
- Provide the media with fresh news and data
- Conduct surveys to gather important data
- Find new economic opportunities and market to potential business prospects
- Volunteer at events

### **ER Committee Responsibilities**

To strengthen our downtown, the ER Committee must:

- **Gather information and conduct research.** The ER Committee is responsible for gathering market information about the downtown and conducting necessary research. As our data grows, this research will help us design effective incentives, implement business assistance and expansion programs, and analyze opportunities as they arise.
- **Share information about our downtown.** With strong data and knowledge of our downtown, The ER Committee will be in the position to inform business owners, potential investors, and other interested parties about our unique market trends and opportunities. Specifically, the ER Committee is charged with gathering and regularly updating the following information:
  - Inventory of Downtown Buildings
  - Inventory of Downtown Businesses
  - Demographic Profile of the Market Area
  - Retail sales information
  - Financial Incentives and Business Assistance Programs
  - Consumer Surveys

- **Strengthen existing businesses.** Before we try to seek out and attract new businesses, our efforts should focus on strengthening the foundation of our existing businesses and determining what opportunities are available to increase their productivity.
- **Find new economic uses for buildings.** For our downtown to remain viable, the ER Committee need to think creatively about new (possibly better) uses for space once employed for other purposes. Finding new ways to utilize unoccupied or underutilized space can be a catalyst for a property owner to upgrade or rehabilitate their building. This in turn generates additional rental income for property owners, adds new goods and services, brings in new workers and generates resident and visitor interest.
- **Think outside the box.** New and creative ideas serve as a catalyst for action. Once we have a base of knowledge to share about our downtown, the ER committee can focus on identifying new opportunities for economic growth, coordinating economic development activities, and seeking creative solutions from other revitalization programs.
- **Think Downtown.** When new opportunities present themselves, the ER Committee must be able to demonstrate the potential of downtown and find ways to overcome obstacles. Some of the steps that can be taken to leverage economic development activity include:
  - Offering incentive grants and free technical assistance to building and business owners
  - Conducting analyses of proposed projects to test economic feasibility
  - Marketing the downtown to consumers
  - Marketing the district's business opportunities to potential investors and entrepreneurs
  - Compiling business and building inventories
  - Helping business owners take advantage of opportunities to relocate in more advantageous downtown locations

| Economic Revitalization                                                                             |           |                  |                |                                   |
|-----------------------------------------------------------------------------------------------------|-----------|------------------|----------------|-----------------------------------|
| Betsy                                                                                               | Grannis   | 507 E Second St  | (919) 550-8547 | info@morning-glory-inn.com        |
| Paul                                                                                                | Black     | 121 E Main St    | (919)585-1221  | blackstone@nc.rr.com              |
| James                                                                                               | Lipscomb  | 328 E Main St    | (919) 609-3139 | classystitches.hl@gmail.com       |
| Christi                                                                                             | Thompson  | 400 E Main St    | (919)880-8135  | threelittlebirdsclayton@gmail.com |
| Joyce                                                                                               | Blackley  | 229 E Main St    | (919)553-6813  | joyce@blackleysprinting.com       |
| Donna                                                                                               | Steele    | 204 Parkridge Dr | (919)333-6361  | dhsteele249@yahoo.com             |
| Kaitlin                                                                                             | Russo     | PO Box 879       | (919)359-9349  | krusso@townofclaytonnc.org        |
| Holton                                                                                              | Wilkerson |                  |                |                                   |
| Reid                                                                                                | Smith     | 114 W Main St    | (919)422-6815  | reid@one27homes.com               |
| *The Economic Revitalization Committee meets the first Tuesday of each month at 8:30 a.m. in GS223. |           |                  |                |                                   |

## Promotions Committee

### Purpose of the Promotions Committee

The purpose of the Promotions Committee is to promote Downtown Clayton as the center of activity, commerce, culture, and community for both residents and visitors. Developing and maintaining an image campaign, educating retailers about and encouraging joint retail promotions, and special events help achieve the goals of this committee. To further this goal, members of the Promotions Committee are expected to:

- Strengthen the identity of downtown through branding activities
- Create new retail promotions, and special events to attract people to downtown
- Understand the market, both in terms of potential shoppers and downtown's "competition"
- Incorporate downtown assets, which include people, buildings and heritage into downtown promotions
- Volunteer at events

### Promotion Committee Responsibilities

The responsibilities of the Promotion Committee include:

- **Direct promotions.** The Promotions Committee should create retail promotions, special events, and added traffic-building activities for downtown businesses.
- **Control branding activities.** The Promotions Committee is responsible for defining/maintaining the marketable image of the downtown, and ensure the continuity of that image in all downtown promotional programs. Branding must be consistent and high-quality when used for signs, advertisements and other graphic material.
- **Monitor community and consumer perceptions.** The Promotions Committee must monitor the effectiveness of promotional programs on an ongoing basis, and understand consumer perception so that negative attitudes or perceptions can be corrected and built into positive ones.
- **Promotional Activity Funding.** The Promotions Committee must budget for and request funds for promotional activities such as the Concert Series, Christmas Village and Tree Lighting Ceremony, or other events in accordance with the program's annual work plan and annual budget.
- **Volunteer development.** The Promotions Committee must maintain a strong network of volunteers to help implement promotional programs and establish good working relationships with community organizations, charities, school clubs and other groups that might participate in promotional activities.
- **Media Relations.** The Promotions Committee must maintain a sound working relationship with local and regional media.



| Promotion - Downtown Retail Events |          |                |               |                                   |
|------------------------------------|----------|----------------|---------------|-----------------------------------|
| Courtney                           | Trasti   | 131 E First St | (919)333-5892 | ctrasti@hotmail.com               |
| Amanda                             | Hilburn  | 367 W Main St  | (919)201-2600 | adew@claytonpaintcompany.com      |
| Sherry                             | Mitchell |                | (919)270-0513 | sherry@signaturecheesecakes.com   |
| Robin                              | Endress  |                | (919)585-6614 | rendress222@gmail.com             |
| Tiffany                            | Matier   |                |               | crazeboutiquenc@gmail.com         |
| Dave                               | Townsend |                |               | fmpiemaker@aol.com                |
| Christi                            | Thompson | 400 E Main St  | (919)880-8135 | threelittlebirdsclayton@gmail.com |
| Holly                              | Long     | 200 E Main St  | (919)609-3139 | classystitches.hl@gmail.com       |
| Joyce                              | Blackley | 229 E Main St  | (919)553-6813 | joyce@blackleysprinting.com       |
| Linda                              | Edwards  | 408 E Main St  | (919)427-5042 | rejoycegifts1@gmail.com           |
| Courtney                           | Scheerer | 115 E First St | (704)491-3479 | courtney@mammashabs.com           |
| Kaitlin                            | Russo    | PO Box 879     | (919)359-9349 | krusso@townofclaytonnc.org        |
| Linda                              | Adams    | 318 W Main St  | (919)553-2273 | signage@raleigh.twcbc.com         |
| Erin                               | Belcher  |                |               | erin_davis29210@yahoo.com         |
| Gabriella                          | Connelly |                |               | Chefellas15@yahoo.com             |
| David                              | Richards |                |               | echelonbrass@gmail.com            |

\*The Downtown Retail Events Subcommittee meets every Wednesday at 8:30 a.m. in GS223.

| Promotion - Concert & Movie |          |                       |               |                              |
|-----------------------------|----------|-----------------------|---------------|------------------------------|
| Kim                         | Lawter   | 467 E Second St       | (919)369-2388 | kim.lawter@gmail.com         |
| Dave                        | DeYoung  | PO Box 879            | (919)553-5002 | ddeyoung@townofclaytonnc.org |
| Jessica                     | Lloyd    | 336 Barbour St        | (919)749-5253 | jlalloyd@gmail.com           |
| James                       | Lipscomb | 328 E Main St         | (919)422-4704 | james@myhtr.com              |
| Kaitlin                     | Russo    | PO Box 879            | (919)359-9349 | krusso@townofclaytonnc.org   |
| Randy                       | Moser    | 5632 Roan Mountain Pl | (919)320-8879 | chstrack74mvp@aol.com        |
| Cheryl                      | Champion |                       |               | cheryl.champion@pbvlc.com    |
| Lynn                        | Auclair  | 700 E Main St         | (919)368-3424 | lynn@deepriverbrewing.com    |

\*The Concert & Movie Subcommittee meets the fourth Tuesday of each month at 5:30 p.m. in GS223.

| Promotion - Christmas Village & Tree Lighting |          |                  |               |                             |
|-----------------------------------------------|----------|------------------|---------------|-----------------------------|
| Kim                                           | Lawter   | 467 E Second St  | (919)369-2388 | kim.lawter@gmail.com        |
| Kaitlin                                       | Russo    | PO Box 879       | (919)359-9349 | krusso@townofclaytonnc.org  |
| Martha                                        | Stovall  |                  | (919)202-1301 | marthastovall1@gmail.com    |
| Erin                                          | Belcher  | 106 S Lombard St | (919)333-5861 | dylansuniquegifts@gmail.com |
| Teresa                                        | Mathis   |                  |               | teresamugrad@gmail.com      |
| Diane                                         | Bean     | 106 S Lombard St | (919)550-1711 | dbean@cruiseone.com         |
| Joyce                                         | Blackley | 229 E Main St    | (919)553-6813 | joyce@blackleysprinting.com |

\*The Tree Lighting Committee meets the second Tuesday of each month at 9 a.m. at Clayton Bakery (beginning in April).

| Promotions |          |                  |               |                              |
|------------|----------|------------------|---------------|------------------------------|
| Kim        | Lawter   | 467 E Second St  | (919)369-2388 | kim.lawter@gmail.com         |
| Cheryl     | Champion |                  |               | cheryl.champion@pbvlc.com    |
| Kaitlin    | Russo    | PO Box 879       | (919)359-9349 | krusso@townofclaytonnc.org   |
| Jessica    | Lloyd    | 336 Barbour St   | (919)749-5253 | jlalloyd@gmail.com           |
| Dave       | DeYoung  | PO Box 879       | (919)553-5002 | ddeyoung@townofclaytonnc.org |
| Amanda     | Hilburn  | 367 W Main St    | (919)201-2600 | adew@claytonpaintcompany.com |
| Linda      | Edwards  | 408 E Main St    | (919)427-5042 | rejoycegifts1@gmail.com      |
| Martha     | Stovall  |                  | (919)202-1301 | marthastovall1@gmail.com     |
| Erin       | Belcher  | 106 S Lombard St | (919)333-5861 | dylansuniquegifts@gmail.com  |

\*The Promotions Chairs will meet quarterly - TBD.

# **FAÇADE IMPROVEMENT GRANT HISTORY**

|                              |            |                   |           |                |        |
|------------------------------|------------|-------------------|-----------|----------------|--------|
| Total Private Investment: \$ | 322,261.66 | Public Invest: \$ | 65,810.53 | Aggregate ROI: | \$4.90 |
|------------------------------|------------|-------------------|-----------|----------------|--------|

## **FY2014-15**

Earmarked: \$15,000

| Address               | Building/Business Name                            | Owner                | File #      | Project Invest | Grant Amount | Project                                       | Completed |
|-----------------------|---------------------------------------------------|----------------------|-------------|----------------|--------------|-----------------------------------------------|-----------|
| 415 E Main Street     | Jones Café                                        | Burr & Crystal Jones | FIG 2015-01 | \$ 7,700.00    | \$ 5,000.00  | awning, windows & frames, door & frame, paint | X         |
| 421 E Main Street     | Autry's Cleaning Service                          | Mitch Shelton        | FIG 2014-05 | \$ 2,650.00    | \$ 2,650.00  | paint, sign bracket                           |           |
| 423-425 E Main Street | Progressive Barber & Style Academy (November '14) | Mitch Shelton        | FIG 2014-06 | \$ 5,300.00    | \$ 5,300.00  | paint, sign bracket                           |           |
| 367 W Main Street     | Clayton Paint Plus                                | Ricky & Brenda Price | FIG 2014-07 | \$ 3,575.00    | \$ 2,451.54  | Continued from FY2013/14                      | X         |
| 328 E Main Street     | HTR Building                                      | Barry Woodard        | FIG 2014-08 | \$ 6,000.00    | \$ -         | awning                                        |           |
| 404 E Main Street     | Unique Boutiques                                  | Hubert & Bonnie Lee  | FIG 2015-02 | \$ 4,935.00    | \$ 3,701.25  | replace storefront windows & door             | pending   |
| 406 E Main Street     | Manning's Restaurant                              | Hubert & Bonnie Lee  | FIG 2015-03 | \$ 6,984.00    | \$ 5,000.00  | replace storefront windows & door             | X         |

|              |                     |                                     |
|--------------|---------------------|-------------------------------------|
| <b>TOTAL</b> | <b>\$ 29,444.00</b> | <b>\$ 24,102.79</b>                 |
| <b>ROI</b>   | <b>\$1.22</b>       | <b>Earmark Balance (\$9,102.79)</b> |

## **FY2013-14**

Earmarked: \$10,000

| Address           | Building/Business Name | Owner                | File #      | Project Invest | Grant Amount | Project                                         | Completed |
|-------------------|------------------------|----------------------|-------------|----------------|--------------|-------------------------------------------------|-----------|
| 222 E Main Street | Spencer Insurance      | John Spencer         | FIG 2014-01 | \$ 864.00      | \$ 601.54    | Sign/paint & repair awning                      | X         |
| 408 E Main Street | Country Folks Creamery | Dwight Arnold        | FIG 2014-02 | \$ 3,500.00    | \$ 1,750.00  | sign bracket, lighting, paint                   | X         |
| 232 E Main Street | Amanda's Braiding      | James Lipscomb       | FIG 2014-03 | \$ 3,500.00    | \$ 2,625.00  | awning, paint, sign & bracket                   | X         |
| 234 E Main Street | vacant                 | James Lipscomb       | FIG 2014-04 | \$ 3,300.00    | \$ 2,475.00  | awning, paint, sign bracket                     | X         |
| 367 W Main Street | Clayton Paint Plus     | Ricky & Brenda Price | FIG 2014-07 | \$ 3,575.00    | \$ 2,548.46  | awning, paint, sign bracket, sign, gutter paint | X         |

|              |                     |                               |
|--------------|---------------------|-------------------------------|
| <b>TOTAL</b> | <b>\$ 14,739.00</b> | <b>\$ 10,000.00</b>           |
| <b>ROI</b>   | <b>\$1.47</b>       | <b>Earmark Balance \$0.00</b> |

## **FY2012-13**

Earmarked: \$20,000

| Address           | Building/Business Name  | Owner                  | File #         | Project Invest | Grant Amount | Project         | Completed |
|-------------------|-------------------------|------------------------|----------------|----------------|--------------|-----------------|-----------|
| 436 E Main Street | State Farm              | Jamie Goff             | FIG FY 2012-07 | \$ 5,820.00    | \$ 3,735.00  | Paint & signage | x         |
| 439 E Main Street | Mosaic Community Garden | Lipscomb Family Invest | FIG FY2013-01  | \$ 6,345.00    | \$ 4,530.75  | fence           | x         |
| 132 E Main Street | Pizazz                  | Mary Woodard           | FIG 2013-03    | \$ 4,013.00    | \$ 2,006.50  | awnings         | x         |
| 218 E Main Street | La Michoacana           | Luis Bermudez          | FIG 2013-04    | \$ 1,496.00    | \$ 748.00    | awnings         | x         |
| 402 E Main Street | Medlins                 | Jennifer Lawrence      | FIG 2013-05    | \$ 1,700.12    | \$ 850.06    | awnings/paint   |           |

|              |                     |                                   |
|--------------|---------------------|-----------------------------------|
| <b>TOTAL</b> | <b>\$ 19,374.12</b> | <b>\$ 11,870.31</b>               |
| <b>ROI</b>   | <b>\$1.63</b>       | <b>Earmark Balance \$8,129.69</b> |

## **FY2011-12**

Earmarked: \$20,000

| Address           | Building/Business Name             | Owner               | File #         | Project Invest | Grant Amount | Project                  | Completed |
|-------------------|------------------------------------|---------------------|----------------|----------------|--------------|--------------------------|-----------|
| 226 E Main Street | Primo Pizza                        | Doris Parker        | FIG FY2012-02  | \$ 327.00      | \$ 180.00    | Projecting sign/ bracket | x         |
| 217 E Main Street | Mulberry on Main                   | Bernadette Gubitosi | FIG FY2012-04  | \$ 1,998.56    | \$ 1,122.51  | projecting sign & lights | x         |
| 132 E Main Street | Pizazz Upscale Resale (Harbor Inc) | Keri Christensen    | FIG FY2012-05  | \$ 149.45      | \$ 74.72     | sign                     | x         |
| 201 E Main Street | Clayton Chiropractic               | David Orringer      | FIG FY 2012-06 | \$ 30,000.00   | \$ 5,000.00  | exterior improvements    | x         |
| 419 E Main Street | Sunshine Health                    | Debbie Brown        | FIG FY2012-08  | \$ 5,336.30    | \$ 4,002.23  | paint/window/ signage    | x         |

|              |                     |                                   |
|--------------|---------------------|-----------------------------------|
| <b>TOTAL</b> | <b>\$ 37,811.31</b> | <b>\$ 10,379.46</b>               |
| <b>ROI</b>   | <b>\$3.64</b>       | <b>Earmark Balance \$9,620.54</b> |

#### FY2010-11

| Address           | Building/Business Name       | Owner          | File #        | Earmarked: Project Invest | \$10,000 Grant Amount | Project               | Completed |
|-------------------|------------------------------|----------------|---------------|---------------------------|-----------------------|-----------------------|-----------|
| 312 E Main Street | Main Street Seafood/The Loft | Larry Kristoff | FIG FY2011-01 | \$ 8,636.65               | \$ 4,225.83           | Exterior Improvements | x         |

|              |                    |                                   |
|--------------|--------------------|-----------------------------------|
| <b>TOTAL</b> | <b>\$ 8,636.65</b> | <b>\$ 4,225.83</b>                |
| <b>ROI</b>   | <b>\$2.04</b>      | <b>Earmark Balance \$5,774.17</b> |

#### FY2009-10

| Address           | Building/Business Name      | Owner          | File #        | Earmarked: Project Invest | \$15,000 Grant Amount | Project               | Completed |
|-------------------|-----------------------------|----------------|---------------|---------------------------|-----------------------|-----------------------|-----------|
| 126 E Main Street | former "Little Shop"        | Doris V Parker | FIG FY2010-01 | \$ 25,000.00              | \$ 5,000.00           | Exterior Improvements | x         |
| 424 E Main Street | Old Town Supply             | Doris V Parker | FIG FY2010-02 | \$ 3,877.82               | \$ 1,938.91           | Exterior Improvements | x         |
| 427 E Main Street | former "Clayton Supply Co." | Joyce L Canady | FIG FY2010-03 | \$ 12,021.85              | \$ 5,000.00           | Exterior Improvements | x         |

|              |                     |                                   |
|--------------|---------------------|-----------------------------------|
| <b>TOTAL</b> | <b>\$ 40,899.67</b> | <b>\$ 11,938.91</b>               |
| <b>ROI</b>   | <b>\$3.43</b>       | <b>Earmark Balance \$3,061.09</b> |

#### FY2008-09

| Address                   | Building/Business Name          | Owner                  | File #        | Earmarked: Project Invest | \$20,000 Grant Amount | Project               | Completed |
|---------------------------|---------------------------------|------------------------|---------------|---------------------------|-----------------------|-----------------------|-----------|
| 104 N Fayetteville Street | HTR Commercial                  | 104 N Fayetteville LLC | FIG FY2009-01 | \$ 175,437.00             | \$ 5,000.00           | Interior & Exterior   | x         |
| 104 W Main Street         | Home Revision LLC               | 104 N Fayetteville LLC | FIG FY2009-02 | \$ 10,571.87              | \$ 5,000.00           | Exterior Improvements | x         |
| 236 E Main Street         | Main Street Jewelers            | Ed & Debie             | FIG FY2009-03 | \$ 1,910.00               | \$ 955.00             | Awning                | x         |
| 131 E First Street        | Eye of the Eagle Art            | Sabra Light            | FIG FY2009-04 | \$ 2,668.29               | \$ 1,334.15           | Sign & landscape      | x         |
| 226 E Main Street         | Lucky Chicken                   | Esther Ortiz           | FIG FY2009-05 | \$ 2,033.75               | \$ 1,016.87           | Sign & Awning         | x         |
| 333-335 E Main Street     | Jewelry by Vincent Edward Jones | Jesse & Lyn Austin     | FIG FY2009-06 | \$ 3,030.00               | \$ 1,515.00           | Paint & Awning        | x         |
| 219 E Main Street         | Mulberry on Main Italian        | Jerry Gubitosi         | FIG FY2009-07 | \$ 1,150.00               | \$ 575.00             | Awning                | x         |
| 323-327 E Main Street     | Awards/Beddingfields/et al      | Baker/Rasor/Belvin     | FIG FY2009-08 | \$ -                      | \$ -                  | Pole-Support Canopy   | n/a       |

|              |                      |                                   |
|--------------|----------------------|-----------------------------------|
| <b>TOTAL</b> | <b>\$ 196,800.91</b> | <b>\$ 15,396.02</b>               |
| <b>ROI</b>   | <b>\$12.78</b>       | <b>Earmark Balance \$4,603.98</b> |

#### FY2007-08

| Address           | Building/Business Name | Owner            | File #        | Project     | Grant Amount | Project               | Completed |
|-------------------|------------------------|------------------|---------------|-------------|--------------|-----------------------|-----------|
| 436 E Main Street | Cider House Studio     | Holley Carpenter | FIG FY2008-01 | \$ 4,000.00 | \$ 2,000.00  | Exterior Improvements | x         |

|              |                    |                    |
|--------------|--------------------|--------------------|
| <b>TOTAL</b> | <b>\$ 4,000.00</b> | <b>\$ 2,000.00</b> |
| <b>ROI</b>   | <b>\$2.00</b>      |                    |

**FAÇADE IMPROVEMENT GRANT HISTORY**

|                              |            |                   |           |                |        |
|------------------------------|------------|-------------------|-----------|----------------|--------|
| Total Private Investment: \$ | 322,261.66 | Public Invest: \$ | 65,810.53 | Aggregate ROI: | \$4.90 |
|------------------------------|------------|-------------------|-----------|----------------|--------|

**FY2013-14**

Earmarked: \$10,000

| Address           | Building/Business Name | Owner                | File #      | Project Invest | Grant Amount | Project                        | Completed  |
|-------------------|------------------------|----------------------|-------------|----------------|--------------|--------------------------------|------------|
| 222 E Main Street | Spencer Insurance      | John Spencer         | FIG 2014-01 | \$ 864.00      | \$ 601.54    | Sign/paint & repair awning     | X          |
| 408 E Main Street | Country Folks Creamery | Dwight Arnold        | FIG 2014-02 | \$ 3,500.00    | \$ 1,750.00  | sign bracket, lighting, paint  | X          |
| 232 E Main Street | Amanda's Braiding      | James Lipscomb       | FIG 2014-03 | \$ 3,500.00    | \$ 2,625.00  | awning, paint, sign & bracket, | in process |
| 234 E Main Street | vacant                 | James Lipscomb       | FIG 2014-04 | \$ 3,300.00    | \$ 2,475.00  | awning, paint, sign bracket    | in process |
| 367 W Main Street | Clayton Paint Plus     | Ricky & Brenda Price | FIG 2014-07 | \$ 3,575.00    | \$ 2,548.46  | awning, paint, sign bracket,   | X          |

|              |                     |                     |
|--------------|---------------------|---------------------|
| <b>TOTAL</b> | <b>\$ 14,739.00</b> | <b>\$ 10,000.00</b> |
|--------------|---------------------|---------------------|

|            |               |                        |               |
|------------|---------------|------------------------|---------------|
| <b>ROI</b> | <b>\$1.47</b> | <b>Earmark Balance</b> | <b>\$0.00</b> |
|------------|---------------|------------------------|---------------|

**FY2012-13**

Earmarked: \$20,000

| Address           | Building/Business Name  | Owner                  | File #         | Project Invest | Grant Amount | Project         | Completed |
|-------------------|-------------------------|------------------------|----------------|----------------|--------------|-----------------|-----------|
| 436 E Main Street | State Farm              | Jamie Goff             | FIG FY 2012-07 | \$ 5,820.00    | \$ 3,735.00  | Paint & signage | x         |
| 439 E Main Street | Mosaic Community Garden | Lipscomb Family Invest | FIG FY2013-01  | \$ 6,345.00    | \$ 4,530.75  | fence           | x         |
| 132 E Main Street | Pizazz                  | Mary Woodard           | FIG 2013-03    | \$ 4,013.00    | \$ 2,006.50  | awnings         | x         |
| 218 E Main Street | La Michoacana           | Luis Bermudez          | FIG 2013-04    | \$ 1,496.00    | \$ 748.00    | awnings         | x         |
| 402 E Main Street | Medlins                 | Jennifer Lawrence      | FIG 2013-05    | \$ 1,700.12    | \$ 850.06    | awnings/paint   |           |

|              |                     |                     |
|--------------|---------------------|---------------------|
| <b>TOTAL</b> | <b>\$ 19,374.12</b> | <b>\$ 11,870.31</b> |
|--------------|---------------------|---------------------|

|            |               |                        |                   |
|------------|---------------|------------------------|-------------------|
| <b>ROI</b> | <b>\$1.63</b> | <b>Earmark Balance</b> | <b>\$8,129.69</b> |
|------------|---------------|------------------------|-------------------|

**FY2011-12**

Earmarked: \$20,000

| Address           | Building/Business Name             | Owner               | File #         | Project Invest | Grant Amount | Project                  | Completed |
|-------------------|------------------------------------|---------------------|----------------|----------------|--------------|--------------------------|-----------|
| 226 E Main Street | Primo Pizza                        | Doris Parker        | FIG FY2012-02  | \$ 327.00      | \$ 180.00    | Projecting sign/ bracket | x         |
| 217 E Main Street | Mulberry on Main                   | Bernadette Gubitosi | FIG FY2012-04  | \$ 1,998.56    | \$ 1,122.51  | projecting sign & lights | x         |
| 132 E Main Street | Pizazz Upscale Resale (Harbor Inc) | Keri Christensen    | FIG FY2012-05  | \$ 149.45      | \$ 74.72     | sign                     | x         |
| 201 E Main Street | Clayton Chiropractic               | David Orringer      | FIG FY 2012-06 | \$ 30,000.00   | \$ 5,000.00  | exterior improvements    | x         |
| 419 E Main Street | Sunshine Health                    | Debbie Brown        | FIG FY2012-08  | \$ 5,336.30    | \$ 4,002.23  | paint/window/ signage    | x         |

|              |                     |                     |
|--------------|---------------------|---------------------|
| <b>TOTAL</b> | <b>\$ 37,811.31</b> | <b>\$ 10,379.46</b> |
|--------------|---------------------|---------------------|

|            |               |                        |                   |
|------------|---------------|------------------------|-------------------|
| <b>ROI</b> | <b>\$3.64</b> | <b>Earmark Balance</b> | <b>\$9,620.54</b> |
|------------|---------------|------------------------|-------------------|

**FY2010-11**

Earmarked: \$10,000

| Address           | Building/Business Name       | Owner          | File #        | Project Invest | Grant Amount | Project               | Completed |
|-------------------|------------------------------|----------------|---------------|----------------|--------------|-----------------------|-----------|
| 312 E Main Street | Main Street Seafood/The Loft | Larry Kristoff | FIG FY2011-01 | \$ 8,636.65    | \$ 4,225.83  | Exterior Improvements | x         |

|              |                    |                    |
|--------------|--------------------|--------------------|
| <b>TOTAL</b> | <b>\$ 8,636.65</b> | <b>\$ 4,225.83</b> |
|--------------|--------------------|--------------------|

|            |               |                        |                   |
|------------|---------------|------------------------|-------------------|
| <b>ROI</b> | <b>\$2.04</b> | <b>Earmark Balance</b> | <b>\$5,774.17</b> |
|------------|---------------|------------------------|-------------------|

**FY2009-10**

Earmarked: \$15,000

| Address           | Building/Business Name      | Owner          | File #        | Project Invest | Grant Amount | Project               | Completed |
|-------------------|-----------------------------|----------------|---------------|----------------|--------------|-----------------------|-----------|
| 126 E Main Street | former "Little Shop"        | Doris V Parker | FIG FY2010-01 | \$ 25,000.00   | \$ 5,000.00  | Exterior Improvements | x         |
| 424 E Main Street | Old Town Supply             | Doris V Parker | FIG FY2010-02 | \$ 3,877.82    | \$ 1,938.91  | Exterior Improvements | x         |
| 427 E Main Street | former "Clayton Supply Co." | Joyce L Canady | FIG FY2010-03 | \$ 12,021.85   | \$ 5,000.00  | Exterior Improvements | x         |

|              |                     |                                   |
|--------------|---------------------|-----------------------------------|
| <b>TOTAL</b> | <b>\$ 40,899.67</b> | <b>\$ 11,938.91</b>               |
| <b>ROI</b>   | <b>\$3.43</b>       | <b>Earmark Balance \$3,061.09</b> |

#### FY2008-09

| FY2008-09                 |                                 |                        | Earmarked:    |                | \$20,000        |                       |     |
|---------------------------|---------------------------------|------------------------|---------------|----------------|-----------------|-----------------------|-----|
| Address                   | Building/Business Name          | Owner                  | File #        | Project Invest | Grant Amount    | Project               |     |
| 104 N Fayetteville Street | HTR Commercial                  | 104 N Fayetteville LLC | FIG FY2009-01 | \$ 175,437.00  | \$ 5,000.00     | Interior & Exterior   | x   |
| 104 W Main Street         | Home Revision LLC               | 104 N Fayetteville LLC | FIG FY2009-02 | \$ 10,571.87   | \$ 5,000.00     | Exterior Improvements | x   |
| 236 E Main Street         | Main Street Jewelers            | Ed & Debie             | FIG FY2009-03 | \$ 1,910.00    | \$ 955.00       | Awning                | x   |
| 131 E First Street        | Eye of the Eagle Art            | Sabra Light            | FIG FY2009-04 | \$ 2,668.29    | \$ 1,334.15     | Sign & landscape      | x   |
| 226 E Main Street         | Lucky Chicken                   | Esther Ortiz           | FIG FY2009-05 | \$ 2,033.75    | \$ 1,016.87     | Sign & Awning         | x   |
| 333-335 E Main Street     | Jewelry by Vincent Edward Jones | Jesse & Lyn Austin     | FIG FY2009-06 | \$ 3,030.00    | \$ 1,515.00     | Paint & Awning        | x   |
| 219 E Main Street         | Mulberry on Main Italian        | Jerry Gubitosi         | FIG FY2009-07 | \$ 1,150.00    | \$ 575.00       | Awning                | x   |
| 323-327 E Main Street     | Awards/Beddingfields/et al      | Baker/Rasor/Belvin     | FIG FY2009-08 | \$ -           | \$ -            | Pole-Support Canopy   | n/a |
| TOTAL                     |                                 |                        |               | \$ 196,800.91  | \$ 15,396.02    |                       |     |
| ROI                       |                                 |                        |               | \$12.78        | Earmark Balance | \$4,603.98            |     |

#### FY2007-08

| Address           | Building/Business Name | Owner            | File #        | Project     | Grant Amount | Project               |   |
|-------------------|------------------------|------------------|---------------|-------------|--------------|-----------------------|---|
| 436 E Main Street | Cider House Studio     | Holley Carpenter | FIG FY2008-01 | \$ 4,000.00 | \$ 2,000.00  | Exterior Improvements | x |
| TOTAL             |                        |                  |               | \$ 4,000.00 | \$ 2,000.00  |                       |   |
| ROI               |                        |                  |               | \$2.00      |              |                       |   |

## FAÇADE IMPROVEMENT GRANT HISTORY

|                              |            |                   |           |                   |      |
|------------------------------|------------|-------------------|-----------|-------------------|------|
| Total Private Investment: \$ | 307,522.66 | Public Invest: \$ | 55,810.53 | Aggregate ROI: \$ | 5.51 |
|------------------------------|------------|-------------------|-----------|-------------------|------|

### FY2012-13

Earmarked: \$20,000

| Address           | Building/Business Name  | Owner                  | File #         | Project Invest | Grant Amount | Project         | Completed |
|-------------------|-------------------------|------------------------|----------------|----------------|--------------|-----------------|-----------|
| 436 E Main Street | State Farm              | Jamie Goff             | FIG FY 2012-07 | \$ 5,820.00    | \$ 3,735.00  | Paint & signage | x         |
| 439 E Main Street | Mosaic Community Garden | Lipscomb Family Invest | FIG FY2013-01  | \$ 6,345.00    | \$ 4,530.75  | fence           | x         |
| 132 E Main Street | Pizazz                  | Mary Woodard           | FIG 2013-03    | \$ 4,013.00    | \$ 2,006.50  | awnings         | x         |
| 218 E Main Street | La Michoacana           | Luis Bermudez          | FIG 2013-04    | \$ 1,496.00    | \$ 748.00    | awnings         | x         |
| 402 E Main Street | Medlins                 | Jennifer Lawrence      | FIG 2013-05    | \$ 1,700.12    | \$ 850.06    | awnings/paint   |           |

|              |                     |                                   |
|--------------|---------------------|-----------------------------------|
| <b>TOTAL</b> | <b>\$ 19,374.12</b> | <b>\$ 11,870.31</b>               |
| <b>ROI</b>   | <b>\$1.63</b>       | <b>Earmark Balance \$8,129.69</b> |

### FY2011-12

Earmarked: \$20,000

| Address           | Building/Business Name             | Owner               | File #         | Project Invest | Grant Amount | Project                  | Completed |
|-------------------|------------------------------------|---------------------|----------------|----------------|--------------|--------------------------|-----------|
| 226 E Main Street | Primo Pizza                        | Doris Parker        | FIG FY2012-02  | \$ 327.00      | \$ 180.00    | Projecting sign/ bracket | x         |
| 217 E Main Street | Mulberry on Main                   | Bernadette Gubitosi | FIG FY2012-04  | \$ 1,998.56    | \$ 1,122.51  | projecting sign & lights | x         |
| 132 E Main Street | Pizazz Upscale Resale (Harbor Inc) | Keri Christensen    | FIG FY2012-05  | \$ 149.45      | \$ 74.72     | sign                     | x         |
| 201 E Main Street | Clayton Chiropractic               | David Orringer      | FIG FY 2012-06 | \$ 30,000.00   | \$ 5,000.00  | exterior improvements    | x         |
| 419 E Main Street | Sunshine Health                    | Debbie Brown        | FIG FY2012-08  | \$ 5,336.30    | \$ 4,002.23  | paint/window/ signage    | x         |

|              |                     |                                   |
|--------------|---------------------|-----------------------------------|
| <b>TOTAL</b> | <b>\$ 37,811.31</b> | <b>\$ 10,379.46</b>               |
| <b>ROI</b>   | <b>\$3.64</b>       | <b>Earmark Balance \$9,620.54</b> |

### FY2010-11

Earmarked: \$10,000

| Address           | Building/Business Name       | Owner          | File #        | Project Invest | Grant Amount | Project               | Completed |
|-------------------|------------------------------|----------------|---------------|----------------|--------------|-----------------------|-----------|
| 312 E Main Street | Main Street Seafood/The Loft | Larry Kristoff | FIG FY2011-01 | \$ 8,636.65    | \$ 4,225.83  | Exterior Improvements | x         |

|              |                    |                                   |
|--------------|--------------------|-----------------------------------|
| <b>TOTAL</b> | <b>\$ 8,636.65</b> | <b>\$ 4,225.83</b>                |
| <b>ROI</b>   | <b>\$2.04</b>      | <b>Earmark Balance \$5,774.17</b> |

### FY2009-10

Earmarked: \$15,000

| Address           | Building/Business Name      | Owner          | File #        | Project Invest | Grant Amount | Project               | Completed |
|-------------------|-----------------------------|----------------|---------------|----------------|--------------|-----------------------|-----------|
| 126 E Main Street | former "Little Shop"        | Doris V Parker | FIG FY2010-01 | \$ 25,000.00   | \$ 5,000.00  | Exterior Improvements | x         |
| 424 E Main Street | Old Town Supply             | Doris V Parker | FIG FY2010-02 | \$ 3,877.82    | \$ 1,938.91  | Exterior Improvements | x         |
| 427 E Main Street | former "Clayton Supply Co." | Joyce L Canady | FIG FY2010-03 | \$ 12,021.85   | \$ 5,000.00  | Exterior Improvements | x         |

|              |                     |                                   |
|--------------|---------------------|-----------------------------------|
| <b>TOTAL</b> | <b>\$ 40,899.67</b> | <b>\$ 11,938.91</b>               |
| <b>ROI</b>   | <b>\$3.43</b>       | <b>Earmark Balance \$3,061.09</b> |

### FY2008-09

Earmarked: \$20,000

| Address                   | Building/Business Name | Owner                  | File #        | Project Invest | Grant Amount | Project               | Completed |
|---------------------------|------------------------|------------------------|---------------|----------------|--------------|-----------------------|-----------|
| 104 N Fayetteville Street | HTR Commercial         | 104 N Fayetteville LLC | FIG FY2009-01 | \$ 175,437.00  | \$ 5,000.00  | Interior & Exterior   | x         |
| 104 W Main Street         | Home Revision LLC      | 104 N Fayetteville LLC | FIG FY2009-02 | \$ 10,571.87   | \$ 5,000.00  | Exterior Improvements | x         |
| 236 E Main Street         | Main Street Jewelers   | Ed & Debie             | FIG FY2009-03 | \$ 1,910.00    | \$ 955.00    | Awning                | x         |
| 131 E First Street        | Eye of the Eagle Art   | Sabra Light            | FIG FY2009-04 | \$ 2,668.29    | \$ 1,334.15  | Sign & landscape      | x         |
| 226 E Main Street         | Lucky Chicken          | Esther Ortiz           | FIG FY2009-05 | \$ 2,033.75    | \$ 1,016.87  | Sign & Awning         | x         |

|                       |                                 |                    |               |         |                 |    |            |                     |     |
|-----------------------|---------------------------------|--------------------|---------------|---------|-----------------|----|------------|---------------------|-----|
| 333-335 E Main Street | Jewelry by Vincent Edward Jones | Jesse & Lyn Austin | FIG FY2009-06 | \$      | 3,030.00        | \$ | 1,515.00   | Paint & Awning      | x   |
| 219 E Main Street     | Mulberry on Main Italian        | Jerry Gubitosi     | FIG FY2009-07 | \$      | 1,150.00        | \$ | 575.00     | Awning              | x   |
| 323-327 E Main Street | Awards/Beddingfields/et al      | Baker/Rasor/Belvin | FIG FY2009-08 | \$      | -               | \$ | -          | Pole-Support Canopy | n/a |
| TOTAL                 |                                 |                    |               | \$      | 196,800.91      | \$ | 15,396.02  |                     |     |
| ROI                   |                                 |                    |               | \$12.78 | Earmark Balance |    | \$4,603.98 |                     |     |

#### FY2007-08

| Address           | Building/Business Name | Owner            | File #        | Project Amount | Grant Amount | Project               |   |
|-------------------|------------------------|------------------|---------------|----------------|--------------|-----------------------|---|
| 436 E Main Street | Cider House Studio     | Holley Carpenter | FIG FY2008-01 | \$ 4,000.00    | \$ 2,000.00  | Exterior Improvements | x |
| TOTAL             |                        |                  |               | \$ 4,000.00    | \$ 2,000.00  |                       |   |
| ROI               |                        |                  |               | \$2.00         |              |                       |   |

## FAÇADE IMPROVEMENT GRANT HISTORY

|                              |            |                   |           |                   |      |
|------------------------------|------------|-------------------|-----------|-------------------|------|
| Total Private Investment: \$ | 288,148.54 | Public Invest: \$ | 43,940.22 | Aggregate ROI: \$ | 6.56 |
|------------------------------|------------|-------------------|-----------|-------------------|------|

### FY2011-12

Earmarked: \$20,000

| Address           | Building/Business Name             | Owner               | File #         | Project Invest | Grant Amount | Project                  | Completed |
|-------------------|------------------------------------|---------------------|----------------|----------------|--------------|--------------------------|-----------|
| 226 E Main Street | Primo Pizza                        | Doris Parker        | FIG FY2012-02  | \$ 327.00      | \$ 180.00    | Projecting sign/ bracket | x         |
| 217 E Main Street | Mulberry on Main                   | Bernadette Gubitosi | FIG FY2012-04  | \$ 1,998.56    | \$ 1,122.51  | projecting sign & lights | x         |
| 132 E Main Street | Pizazz Upscale Resale (Harbor Inc) | Keri Christensen    | FIG FY2012-05  | \$ 149.45      | \$ 74.72     | sign                     | x         |
| 201 E Main Street | Clayton Chiropractic               | David Orringer      | FIG FY 2012-06 | \$ 30,000.00   | \$ 5,000.00  | exterior improvements    | x         |
| 419 E Main Street | Sunshine Health                    | Debbie Brown        | FIG FY2012-08  | \$ 5,336.30    | \$ 4,002.23  | paint/window/ signage    | x         |

**TOTAL \$ 37,811.31 \$ 10,379.46**

**ROI \$3.64 Earmark Balance \$9,620.54**

### FY2010-11

Earmarked: \$10,000

| Address           | Building/Business Name       | Owner          | File #        | Project Invest | Grant Amount | Project               | Completed |
|-------------------|------------------------------|----------------|---------------|----------------|--------------|-----------------------|-----------|
| 312 E Main Street | Main Street Seafood/The Loft | Larry Kristoff | FIG FY2011-01 | \$ 8,636.65    | \$ 4,225.83  | Exterior Improvements | x         |

**TOTAL \$ 8,636.65 \$ 4,225.83**

**ROI \$2.04 Earmark Balance \$5,774.17**

### FY2009-10

Earmarked: \$15,000

| Address           | Building/Business Name      | Owner          | File #        | Project Invest | Grant Amount | Project               | Completed |
|-------------------|-----------------------------|----------------|---------------|----------------|--------------|-----------------------|-----------|
| 126 E Main Street | former "Little Shop"        | Doris V Parker | FIG FY2010-01 | \$ 25,000.00   | \$ 5,000.00  | Exterior Improvements | x         |
| 424 E Main Street | Old Town Supply             | Doris V Parker | FIG FY2010-02 | \$ 3,877.82    | \$ 1,938.91  | Exterior Improvements | x         |
| 427 E Main Street | former "Clayton Supply Co." | Joyce L Canady | FIG FY2010-03 | \$ 12,021.85   | \$ 5,000.00  | Exterior Improvements | x         |

**TOTAL \$ 40,899.67 \$ 11,938.91**

**ROI \$3.43 Earmark Balance \$3,061.09**

### FY2008-09

Earmarked: \$20,000

| Address                   | Building/Business Name          | Owner                  | File #        | Project Invest | Grant Amount | Project               | Completed |
|---------------------------|---------------------------------|------------------------|---------------|----------------|--------------|-----------------------|-----------|
| 104 N Fayetteville Street | HTR Commercial                  | 104 N Fayetteville LLC | FIG FY2009-01 | \$ 175,437.00  | \$ 5,000.00  | Interior & Exterior   | x         |
| 104 W Main Street         | Home Revision LLC               | 104 N Fayetteville LLC | FIG FY2009-02 | \$ 10,571.87   | \$ 5,000.00  | Exterior Improvements | x         |
| 236 E Main Street         | Main Street Jewelers            | Ed & Debie             | FIG FY2009-03 | \$ 1,910.00    | \$ 955.00    | Awning                | x         |
| 131 E First Street        | Eye of the Eagle Art            | Sabra Light            | FIG FY2009-04 | \$ 2,668.29    | \$ 1,334.15  | Sign & landscape      | x         |
| 226 E Main Street         | Lucky Chicken                   | Esther Ortiz           | FIG FY2009-05 | \$ 2,033.75    | \$ 1,016.87  | Sign & Awning         | x         |
| 333-335 E Main Street     | Jewelry by Vincent Edward Jones | Jesse & Lyn Austin     | FIG FY2009-06 | \$ 3,030.00    | \$ 1,515.00  | Paint & Awning        | x         |
| 219 E Main Street         | Mulberry on Main Italian        | Jerry Gubitosi         | FIG FY2009-07 | \$ 1,150.00    | \$ 575.00    | Awning                | x         |
| 323-327 E Main Street     | Awards/Beddingfields/et al      | Baker/Rasor/Belvin     | FIG FY2009-08 | \$ -           | \$ -         | Pole-Support Canopy   | n/a       |

**TOTAL \$ 196,800.91 \$ 15,396.02**

**ROI \$12.78 Earmark Balance \$4,603.98**

### FY2007-08

| Address           | Building/Business Name | Owner            | File #        | Project Amount | Grant Amount | Project               | Completed |
|-------------------|------------------------|------------------|---------------|----------------|--------------|-----------------------|-----------|
| 436 E Main Street | Cider House Studio     | Holley Carpenter | FIG FY2008-01 | \$ 4,000.00    | \$ 2,000.00  | Exterior Improvements | x         |



|       |    |          |    |          |
|-------|----|----------|----|----------|
| TOTAL | \$ | 4,000.00 | \$ | 2,000.00 |
| ROI   |    | \$2.00   |    |          |

# **FAÇADE IMPROVEMENT GRANT HISTORY**

|                              |                  |                   |                  |                |               |
|------------------------------|------------------|-------------------|------------------|----------------|---------------|
| Total Private Investment: \$ | <b>45,503.33</b> | Public Invest: \$ | <b>17,396.02</b> | Aggregate ROI: | <b>\$2.62</b> |
|------------------------------|------------------|-------------------|------------------|----------------|---------------|

## **FY2009-10**

Earmarked: \$15,000

| Address           | Building/Business Name      | Owner          | File #        | Project Invest | Grant Amount | Project               | Completed |
|-------------------|-----------------------------|----------------|---------------|----------------|--------------|-----------------------|-----------|
| 126 E Main Street | former "Little Shop"        | Doris V Parker | FIG FY2010-01 | \$ 10,374.58   | \$ 5,000.00  | Exterior Improvements | x         |
| 424 E Main Street | Old Town Supply             | Doris V Parker | FIG FY2010-02 | \$ 3,877.82    | \$ 1,938.91  | Exterior Improvements | x         |
| 427 E Main Street | former "Clayton Supply Co." | Joyce L Canady | FIG FY2010-03 | \$ 12,786.00   | \$ 5,000.00  | Exterior Improvements |           |

**TOTAL \$ 27,038.40 \$ 11,938.91**

**ROI \$2.26**

**Earmark Balance \$3,061.09**

## **FY2008-09**

Earmarked: \$20,000

| Address                   | Building/Business Name          | Owner                  | File #        | Project Invest | Grant Amount | Project               | Completed |
|---------------------------|---------------------------------|------------------------|---------------|----------------|--------------|-----------------------|-----------|
| 104 N Fayetteville Street | HTR Commercial                  | 104 N Fayetteville LLC | FIG FY2009-01 | \$ 20,139.42   | \$ 5,000.00  | Exterior Improvements | x         |
| 104 W Main Street         | Home Revision LLC               | 104 N Fayetteville LLC | FIG FY2009-02 | \$ 10,571.87   | \$ 5,000.00  | Exterior Improvements | x         |
| 236 E Main Street         | Main Street Jewelers            | Ed & Debie             | FIG FY2009-03 | \$ 1,910.00    | \$ 955.00    | Awning                | x         |
| 131 E First Street        | Eye of the Eagle Art            | Sabra Light            | FIG FY2009-04 | \$ 2,668.29    | \$ 1,334.15  | Sign & landscape      | x         |
| 226 E Main Street         | Lucky Chicken                   | Esther Ortiz           | FIG FY2009-05 | \$ 2,033.75    | \$ 1,016.87  | Sign & Awning         | x         |
| 333-335 E Main Street     | Jewelry by Vincent Edward Jones | Jesse & Lyn Austin     | FIG FY2009-06 | \$ 3,030.00    | \$ 1,515.00  | Paint & Awning        | x         |
| 219 E Main Street         | Mulberry on Main Italian        | Jerry Gubitosi         | FIG FY2009-07 | \$ 1,150.00    | \$ 575.00    | Awning                | x         |
| 323-327 E Main Street     | Awards/Beddingfields/et al      | Baker/Rasor/Belvin     | FIG FY2009-08 | \$ -           | \$ -         | Pole-Support Canopy   | n/a       |

**TOTAL \$ 41,503.33 \$ 15,396.02**

**ROI \$2.70**

**Earmark Balance \$4,603.98**

## **FY2007-08**

| Address           | Building/Business Name | Owner            | File #        | Project Amount | Grant Amount | Project               | Completed |
|-------------------|------------------------|------------------|---------------|----------------|--------------|-----------------------|-----------|
| 436 E Main Street | Cider House Studio     | Holley Carpenter | FIG FY2008-01 | \$ 4,000.00    | \$ 2,000.00  | Exterior Improvements | x         |

**TOTAL \$ 4,000.00 \$ 2,000.00**

**ROI \$2.00**

**FY2015-16**

| <b>Address</b> | <b>Building/Business Name</b> | <b>Owner</b>                   |
|----------------|-------------------------------|--------------------------------|
| 424 E Main St  | Corker & Co.                  | Herman Mitchener               |
| 459 E Main St  | Wine on Main                  | Temple Phipps & Clark Hipolito |
| 333 E Main St  |                               | Jesse & Lyn Austin             |
| NOT DOWNTOWN   | G&M Properties LLC            |                                |

|               |                       |                     |
|---------------|-----------------------|---------------------|
| Earmarked:    |                       | \$15,000            |
| <b>File #</b> | <b>Project Invest</b> | <b>Grant Amount</b> |
| 2016-03       |                       | \$5,000.00          |
| 2016-02       |                       | \$5,000.00          |
| 2016-01       |                       | \$1,000.00          |
|               |                       | \$5,000.00          |

|              |           |               |           |                        |
|--------------|-----------|---------------|-----------|------------------------|
| <b>TOTAL</b> | <b>\$</b> | <b>-</b>      | <b>\$</b> | <b>16,000.00</b>       |
| <i>ROI</i>   |           | <i>\$0.00</i> |           | <i>Earmark Balance</i> |

|--|--|

| Project | Completed |
|---------|-----------|
|         | X         |
|         | X         |
|         | X         |

|  |
|--|
|  |
|--|

**FY2016-17**

| <b>Address</b>        | <b>Building/Business Name</b> | <b>Owner</b>        | <b>File #</b> |
|-----------------------|-------------------------------|---------------------|---------------|
| 419 E Main St         | Craze Boutique                | Tiffany Matier      | 2016-01       |
| 222 E Main St         | Revival 1869                  | J&B Realty          | 2016-02       |
| 224 E Main St         | Revival 1869                  | J&B Realty          | 2016-02       |
| 226 E Main St         | Primo's Pizza                 |                     | 2016-02       |
| 114 W Main St (Main)  | One27Homes & Dakno            | Reid Smith          | 2016-03       |
| 400 E Main St         | Pittman Bldg                  | Hubert & Bonnie Lee | 2016-04       |
| 216-222 W Main St     | Satterfield Bldg              | Bob Satterfield     |               |
| 328 E Main St         | HTR                           | J&B Realty          |               |
| 104 N Fayetteville St | M.E. Yelvington House         | Joe Hamer           | 2016-06       |

**TOTAL****ROI**

| Earmarked:     |              | \$15,000        |           |
|----------------|--------------|-----------------|-----------|
| Project Invest | Grant Amount | Project         | Completed |
|                | \$1,129.50   |                 | X         |
|                | \$3,269.50   |                 | X         |
|                | \$3,269.50   |                 | X         |
|                | \$5,000.00   |                 | X         |
|                | \$5,000.00   |                 | X         |
|                | \$4,194.00   |                 | X         |
|                | \$4,609.55   |                 | X         |
|                | \$2,552.00   | Awnings         |           |
|                | N/A          | Denied          |           |
| <hr/>          |              |                 |           |
| \$             | -            | \$              | 29,024.05 |
| <hr/>          |              |                 |           |
| \$0.00         |              | Earmark Balance |           |

**FY2017-18**

| <b>Address</b>         | <b>Building/Business Name</b> | <b>Owner</b>                |
|------------------------|-------------------------------|-----------------------------|
| 225 E Main St          | Three Little Birds            | Hubert & Bonnie Lee         |
| 104 N Lombard St       | Tony Johnson Architect        | Hubert & Bonnie Lee         |
| 121 E Main St (Main)   | The Wagner House              | Paul Black                  |
| 121 E Main St (Second) | The Wagner House              | Paul Black                  |
| 114 W Main St (O'Neal) | Dakno & One27Homes            | Reid Smith                  |
| 217 E Main St          | Brick & Mortar                | Jerry & Bernadette Gubitosi |
| 107 E First St         | Purna Yoga East               | Robert Maiers               |



| Earmarked: |                | \$15,000     |         |
|------------|----------------|--------------|---------|
| File #     | Project Invest | Grant Amount | Project |
| 2017-00    |                | \$5,000.00   |         |
| 2017-01    |                | \$1,642.12   |         |
| 2017-07    |                | \$5,000.00   |         |
| 2017-07    |                |              |         |
| 2017-02    |                | \$5,000.00   |         |
| 2017-09    |                | \$5,000.00   |         |
| 2017-08    |                | \$1,900.00   |         |

|              |           |               |                        |                  |
|--------------|-----------|---------------|------------------------|------------------|
| <b>TOTAL</b> | <b>\$</b> | <b>-</b>      | <b>\$</b>              | <b>23,542.12</b> |
| <i>ROI</i>   |           | <i>\$0.00</i> | <i>Earmark Balance</i> |                  |

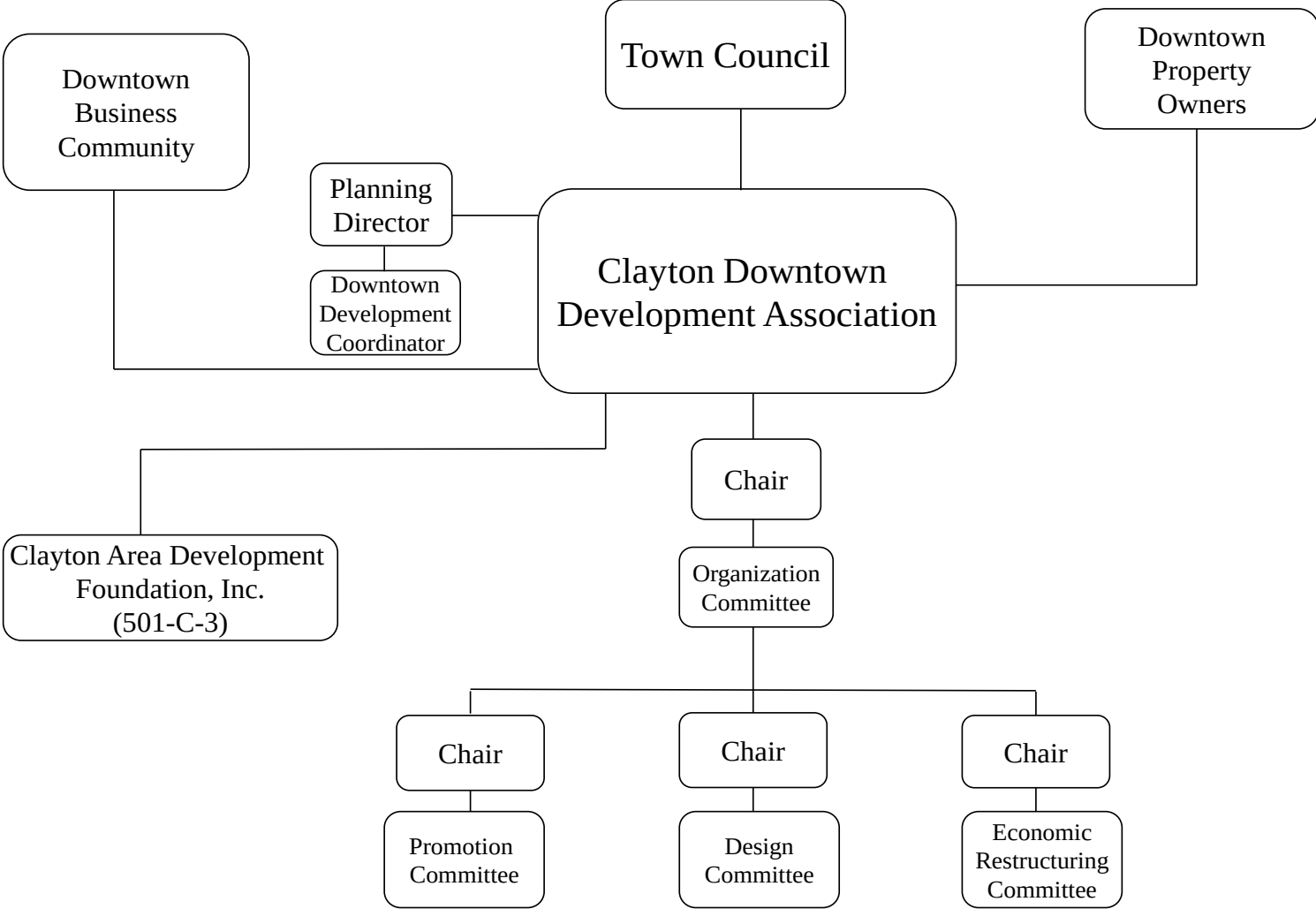
Completed

X

X

X

Clayton Downtown Development Association  
Organization Chart





## Town Council Agenda Cover Sheet

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**Meeting Date**

October 16, 2017

**Agenda Location**

New Business

**Item Title**

Building Inspector Incentive Compensation Policy Request

**Presenter** *(Name & Title)*

Rich Cappola, PE – Director of Engineering & Inspections

**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**

Place on Consent Agenda

**Additional Documents To Be Included in Agenda Packet**

Memo to Town Manager, Draft Policy Document, statute pages

## Engineering & Inspections

111 East Second Street  
Clayton, North Carolina 27520



*The Premier Community*

*For Active Families*

### 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.**

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

### 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.

| <b>Sample Calculation</b> <i>(For illustrative purposes only. Actual salary based on approved Pay Scale)</i> |                 |                                          |              |                                          |              |                                          |              |                                           |              |
|--------------------------------------------------------------------------------------------------------------|-----------------|------------------------------------------|--------------|------------------------------------------|--------------|------------------------------------------|--------------|-------------------------------------------|--------------|
| <u>Position Title</u>                                                                                        | <u>Starting</u> | <u>2<sup>nd</sup> Level I Trade Cert</u> | <u>Total</u> | <u>3<sup>rd</sup> Level I Trade Cert</u> | <u>Total</u> | <u>4<sup>th</sup> Level I Trade Cert</u> | <u>Total</u> | <u>1<sup>st</sup> 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<br>Multi-story: 4 stories max/20,000 sf per floor           | Unlimited |
| Education                          | 1 story/7,500 sf               | 1 story/20,000 sf<br>Multi-story: 2 stories max/20,000 sf per floor           | Unlimited |
| Hazardous                          | 1 story/3,000 sf<br>(See Note) | 1 story/20,000 sf<br>Multi-story: 2 stories max/20,000 sf per floor           | Unlimited |
| Factory Industrial                 | 1 story/20,000 sf              | 1 story/60,000 sf<br>Multi-story: 4 stories max/20,000 sf per floor           | Unlimited |
| Institutional                      | 1 story/7,500 sf               | 1 story/10,000 sf<br>Multi-story: 3 stories max/10,000 sf per floor           | Unlimited |
| Mercantile                         | 1 story/20,000 sf              | 1 story/60,000 sf<br>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<br>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

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**Meeting Date**

October 16, 2017

**Agenda Location**

Items Scheduled for the Regular Meeting

**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**

Set Public Hearing

**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

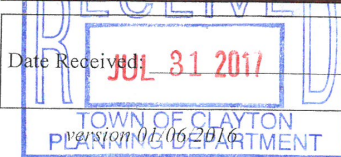
Existing Use: Industrial Proposed Use: Industrial  
Is project within a Planned Development? ☒ No ☐ Yes  
Planned Development District (if applicable): \_\_\_\_\_  
Is project within an Overlay District: ☐ No ☒ Yes  
Overlay District (if applicable): Watershed Protection

#### OFFICE USE ONLY

Date Received: JUL 31 2017

Amount Paid: \$500

Permit Number: 2017-128-SUP



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>                                     | <input checked="" type="checkbox"/>                                                                                                            | <input type="checkbox"/>            |                           |    |     |
| 2. Review Fee (\$400) and Application Fee (\$100)                                                                             | <input checked="" type="checkbox"/>                                                                                                            | <input type="checkbox"/>            |                           |    |     |
| 3. Completed application (9 copies)                                                                                           | <input checked="" type="checkbox"/>                                                                                                            | <input type="checkbox"/>            |                           |    |     |
| 4. Owner's Consent Form (9 copies)                                                                                            | <input checked="" type="checkbox"/>                                                                                                            | <input type="checkbox"/>            |                           |    |     |
| 5. Adjacent property owners list (9 copies)                                                                                   | <input checked="" type="checkbox"/>                                                                                                            | <input type="checkbox"/>            |                           |    |     |
| 6. Wastewater allocation request OR verification of wastewater allocation (9 copies)                                          | <input type="checkbox"/>                                                                                                                       | <input checked="" type="checkbox"/> |                           |    |     |
| 7. Signed and sealed traffic impact analysis (2 copies)                                                                       | <input type="checkbox"/>                                                                                                                       | <input checked="" type="checkbox"/> |                           |    |     |
| 8. If applicant is concurrently applying for site plan approval, a copy of the proposed site plan.                            | <input checked="" type="checkbox"/>                                                                                                            | <input type="checkbox"/>            |                           |    |     |
| 9. Neighborhood meeting notice letter (9 copies)<br><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)<br><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.*

Construction of a 50,000SF, 75' tall, three story building to consolidate manufacturing into one location.

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

## 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.*

Dan Simmons

---

*Print Name*

  
Signature of Applicant

7-28-17  
Date

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)

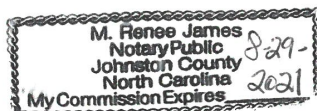
[Signature]  
(Owner's Signature)

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.

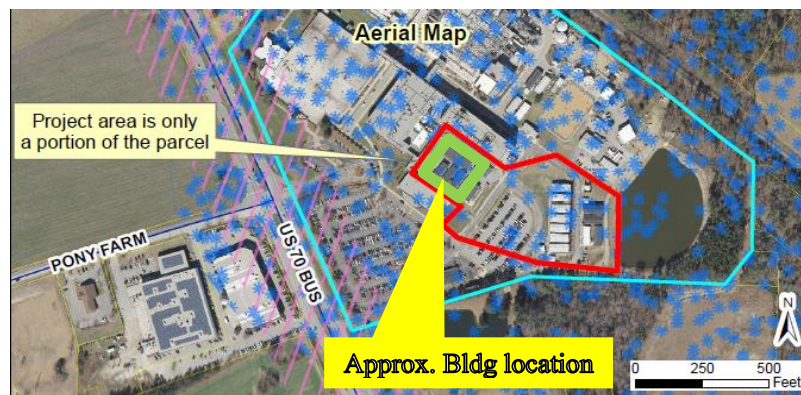
**Public Noticing:**

- 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.

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**CONSIDERATIONS**

- The Town Council approves Special Use Permits.

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**STAFF RECOMMENDATION:** Approval with conditions.

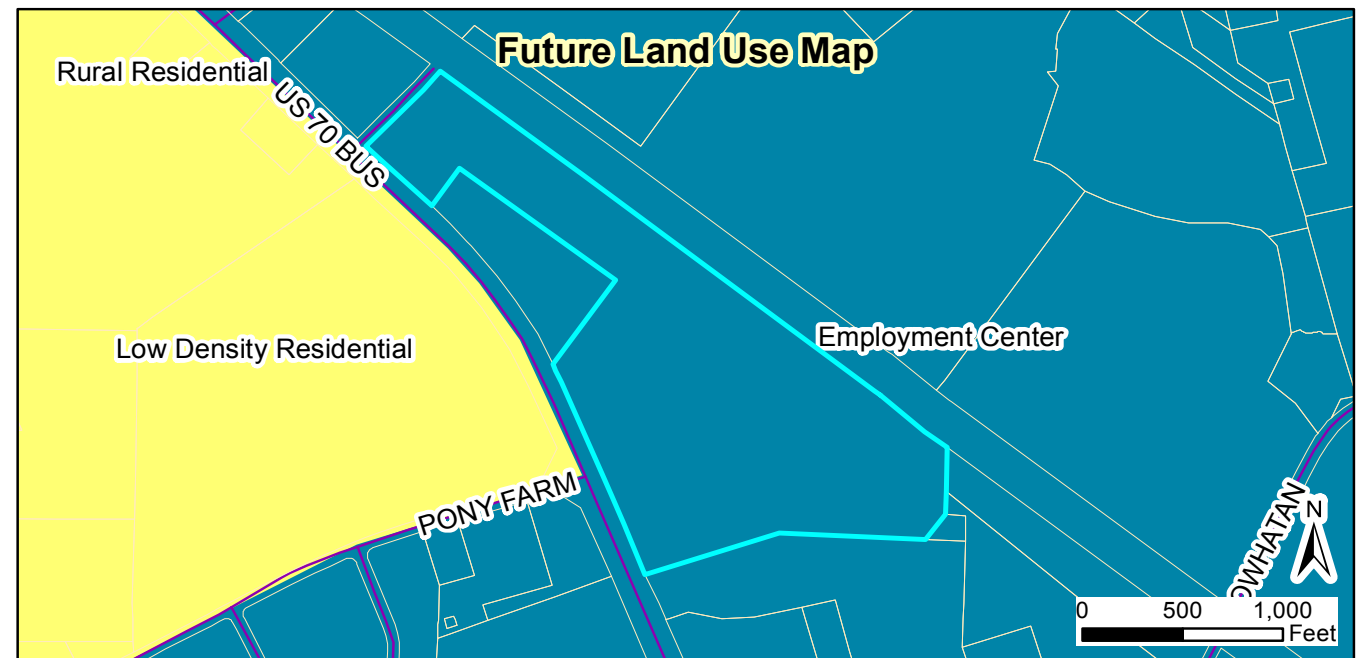
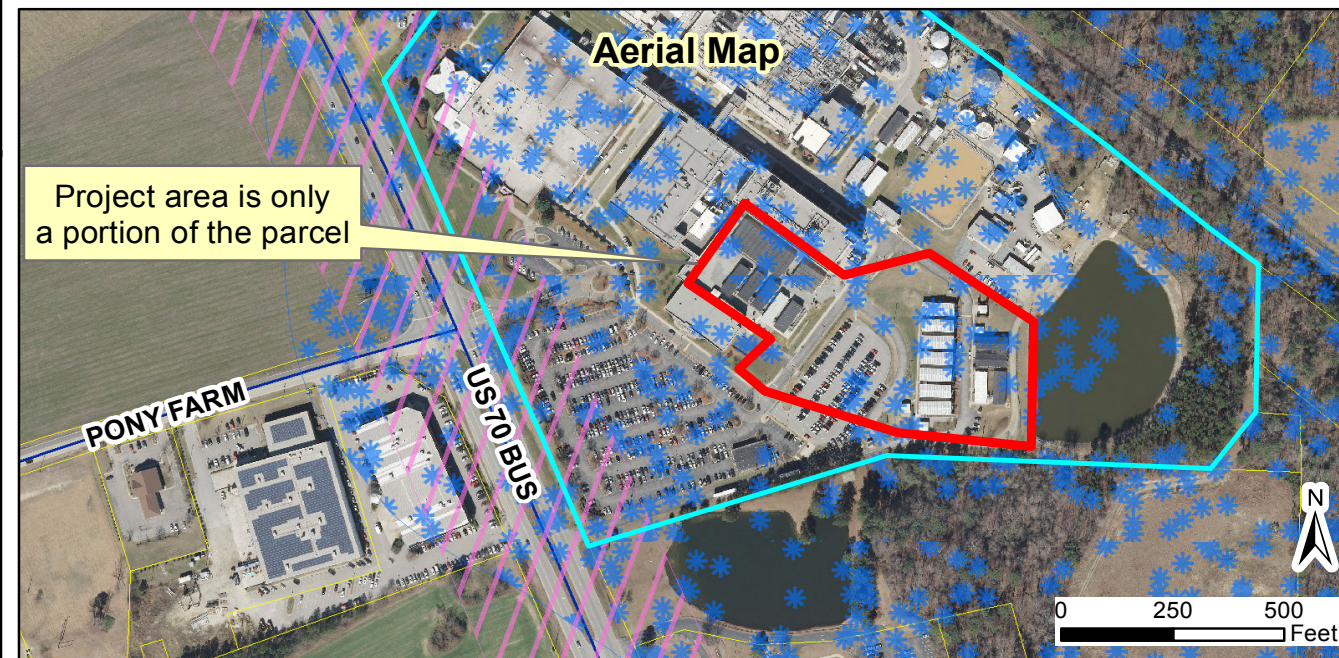
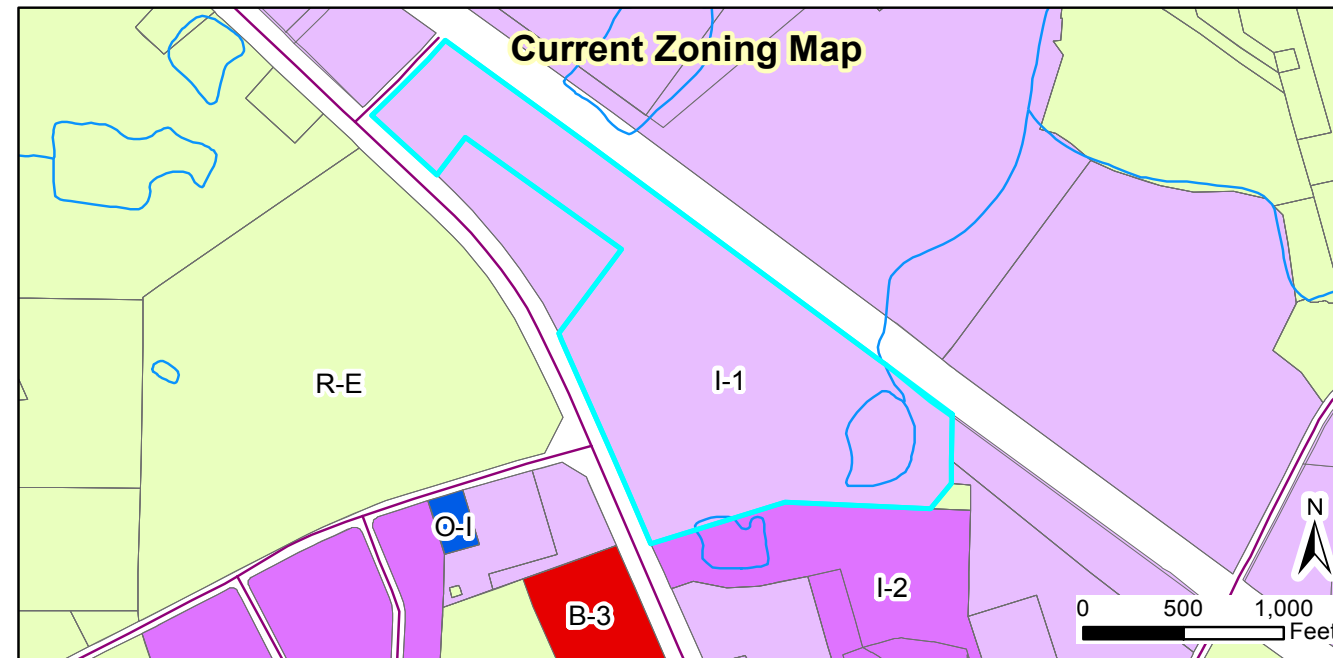
Conditions of Approval:

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

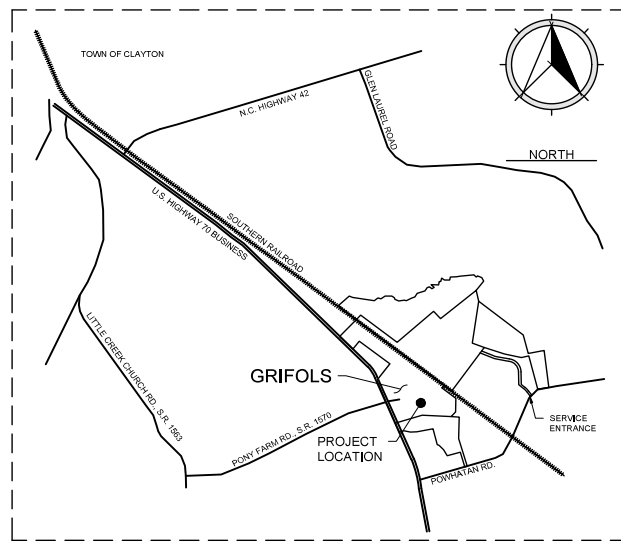
**Legend**

- 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.

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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

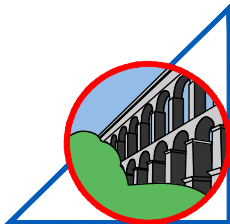
SITE ADDRESS:

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.



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08/08/2017

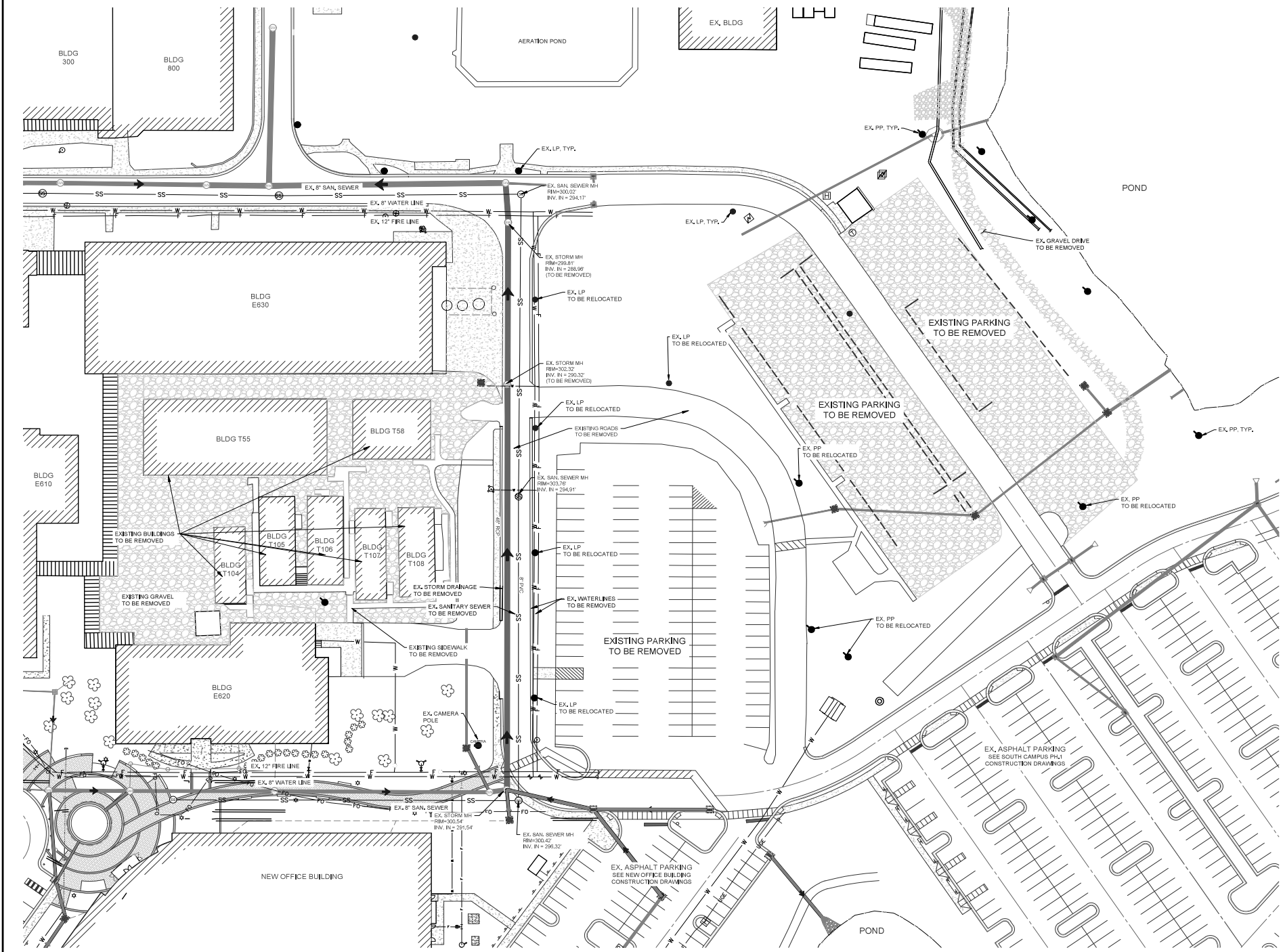
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Town of Clayton  
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8/28/2017



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

**EXISTING CONDITIONS  
AND DEMOLITION PLAN**  
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Town of Clayton  
Received  
8/28/2017

**SITE DATA:**

- TRACT OWNER: GRIFOLS THERAPEUTICS, 8368 US HWY 70 WEST, CLAYTON, NC 27524
- NC PIN: 10780042-15181
- DEED REFERENCE: D6-4016, PG 306
- TRACT AREA: 358.51 AC
- ZONING: I-1 WATERSHED OVERLAY DISTRICT
- PROJECT AREA: 6.68 AC
- EX. IMPERVIOUS IN PROJECT AREA: 4.76 AC (71.3%)
- PROP. IMPERVIOUS IN PROJECT AREA: 4.68 AC (70.0%)
- PROPOSED BUILDING AREA: 50,000 SF
- PROPOSED BUILDING HEIGHT: 75' (THREE STORIES)
- PROPERTY LOCATION: TOWN OF CLAYTON EXTRA TERRITORIAL JURISDICTION
- EXISTING USE: INDUSTRIAL PARKING LOT
- PROPOSED USE: INDUSTRIAL BUILDING AND EMPLOYEE PARKING LOT

**NOTES**

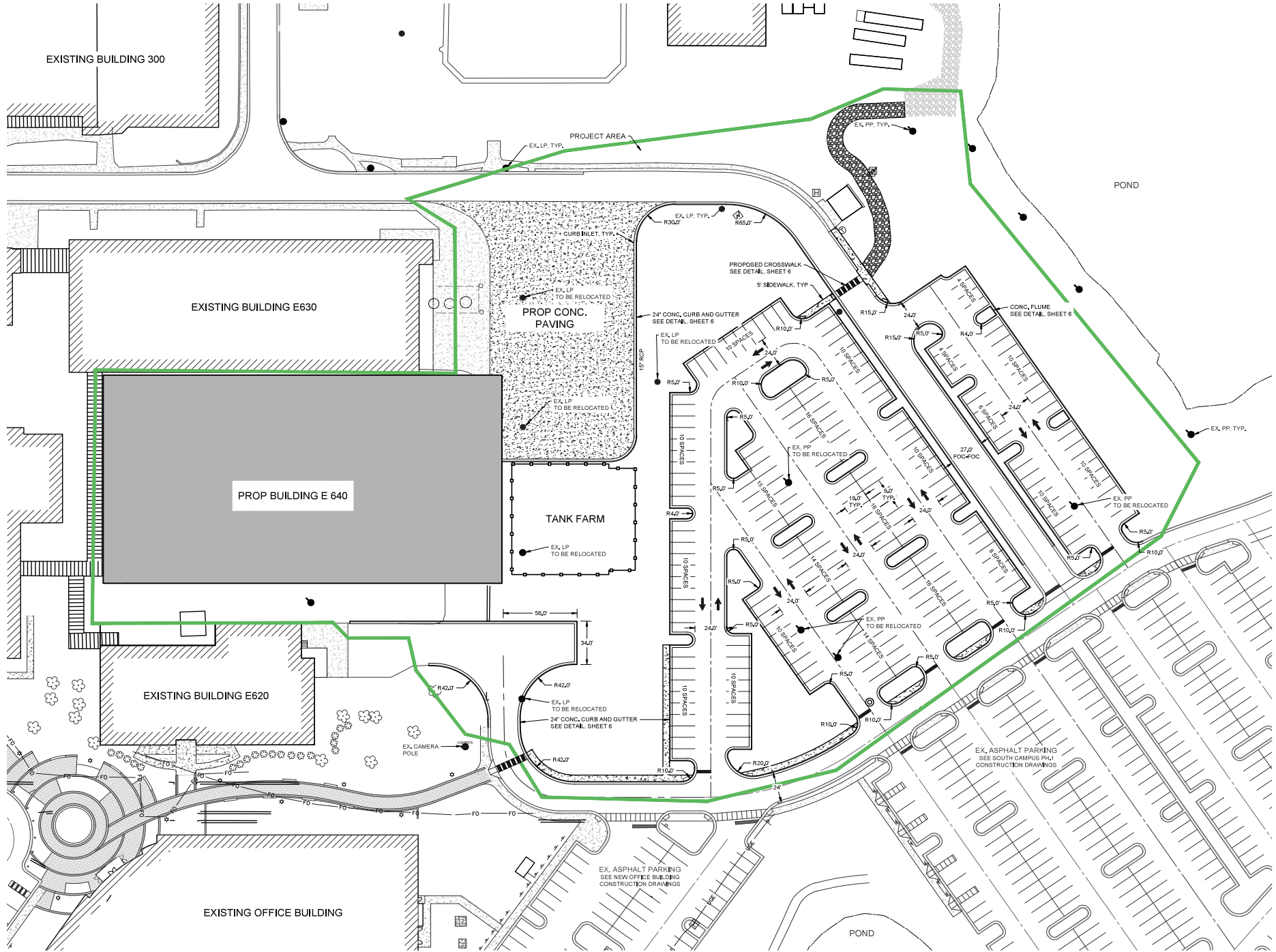
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**PARKING SUMMARY:**

REQUIRED PARKING:  
MANUFACTURING AND PRODUCTION = 1,5/1000SF  
BLDG AREA: 150,000 SF (OVER THREE FLOORS)  
REQ. = 225

PARKING PROVIDED = 222 SPACES

ADDITIONAL PARKING, AS WELL AS HANDICAP PARKING AND BICYCLE PARKING IS AVAILABLE ON SITE AT THE NEW OFFICE PARKING LOT AND AT THE SOUTH CAMPUS PARKING LOT.



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

**SITE PLAN**



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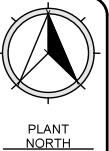
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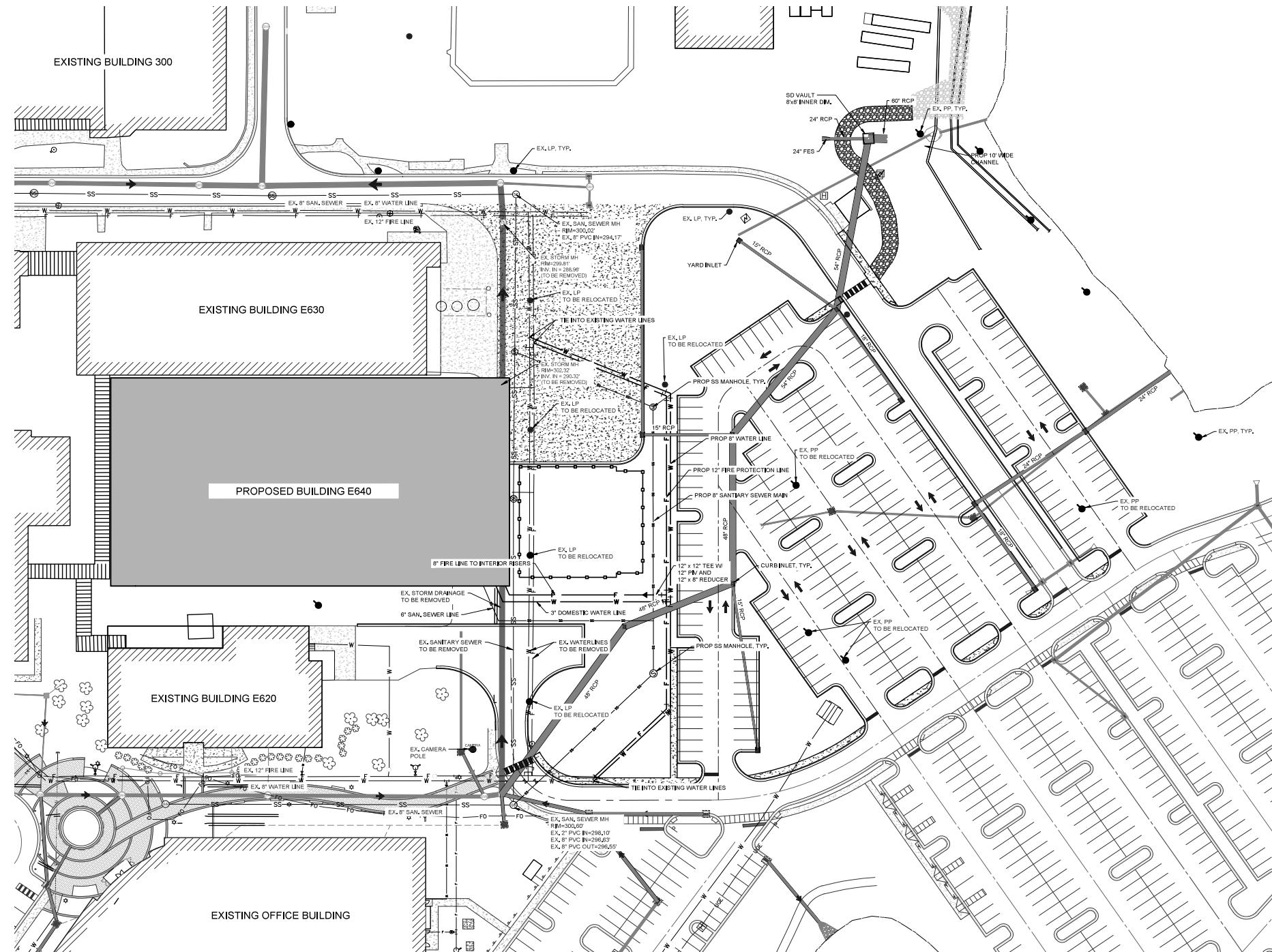


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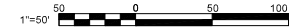


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**GRIFOLS THERAPEUTICS  
BUILDING 640  
CLAYTON, NC**  
SITE ADDRESS  
8368 US HWY. 70 BUS WEST  
CLAYTON, NC 27524

**UTILITY PLAN**

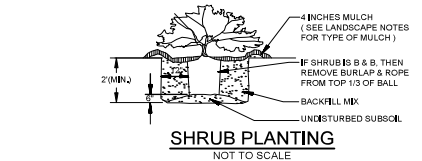
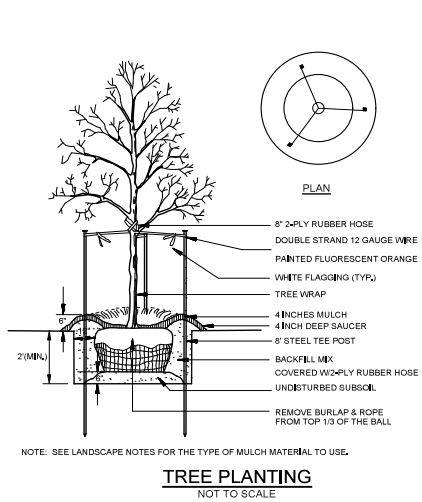
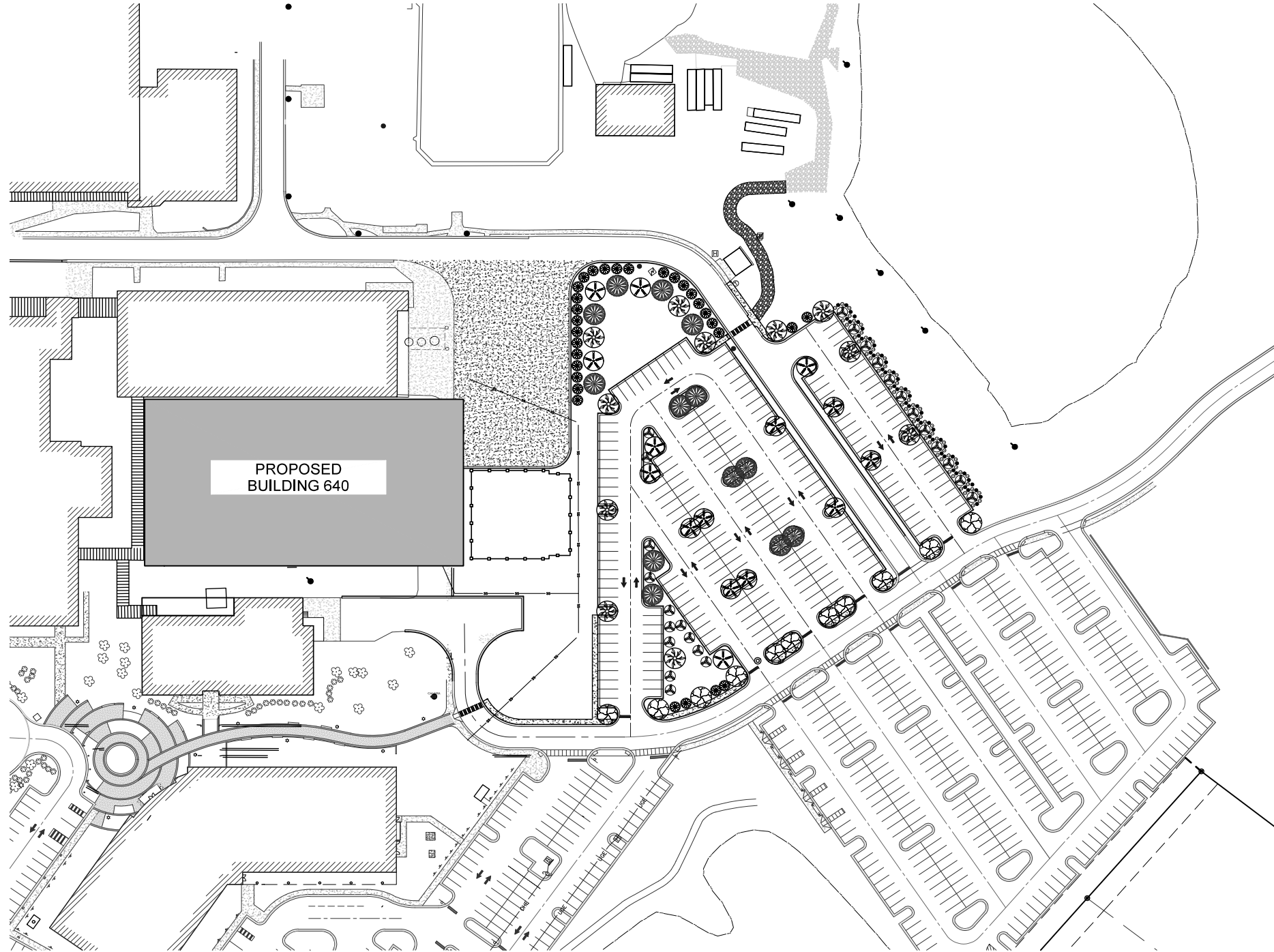


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Plant List and Legend

| 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. |



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

LANDSCAPE PLAN

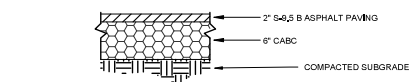


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FOR CONSTRUCTION  
08/08/2017

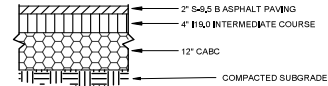
SHEET NO.  
5



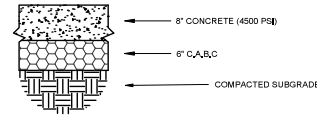
\\TRICIVIL\WORKS\PROJECTS\GRFOLS-TALECRIS\BLDG 64\002 INITIAL DESIGN\DOCUMENTS\DWG\SHEETS\6 SITE DETAIL.S.DWG



LIGHT DUTY  
ASPHALT PAVEMENT SECTION  
NOT TO SCALE

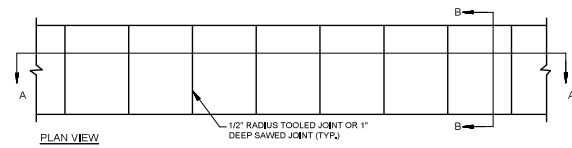


HEAVY DUTY  
ASPHALT PAVEMENT SECTION  
NOT TO SCALE

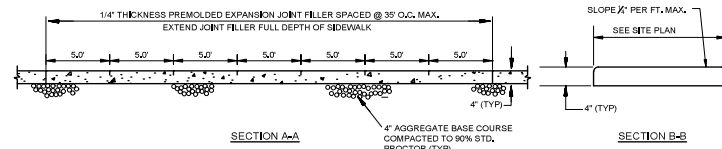


**NOTE:**  
COMPACT BASE COURSE TO 100% OF AASHTO T-180.

**CONCRETE PAVEMENT SECTION**  
NOT TO SCALE



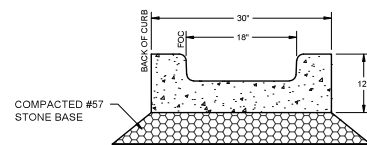
### PLAN VIEW



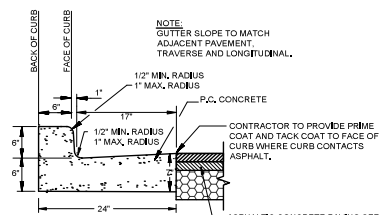
SECTION B-E

- NOTES:**
1. PROVIDE  $\frac{1}{2}$ " EXPANSION JOINT BETWEEN SIDEWALK AND ALL FIXED OBJECTS.
  2. ALL SIDEWALKS SHALL HAVE A MAXIMUM CROSS-SLOPE OF  $\frac{1}{4}$ " PER FT.

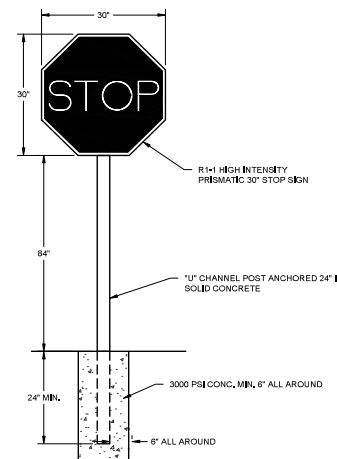
**CONCRETE SIDEWALK**  
NOT TO SCALE



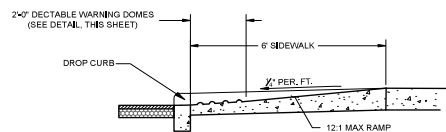
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NOT TO SCALE



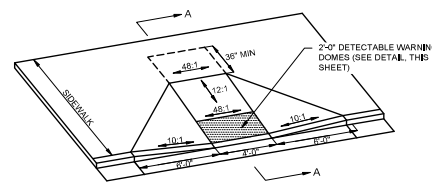
**24" CONCRETE STD CURB AND GUTTER**  
NOT TO SCALE



**STOP SIGN**  
NOT TO SCALE

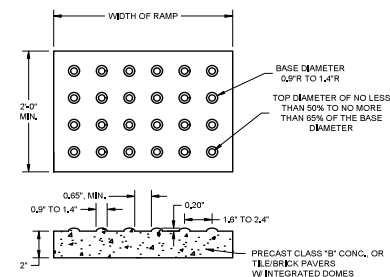


SECTION A-4



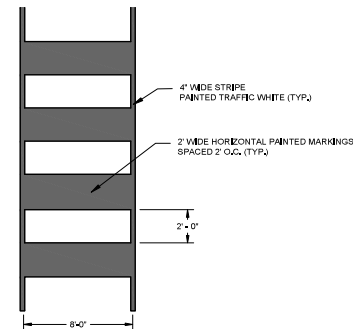
ISOMETRIC VIEW

**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 VISIBLY WITH ADJOINING 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:    | ADS | DWG FILE NAME: | 6 SW Detail.dwg |
| PROJ. ENG.: | GBG | REVISIONS      |                 |



**GRIFOLS THERAPEUTICS**  
**BUILDING 640**  
**CLAYTON, NC**

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

## SITE DETAILS

NOT TO SCALE

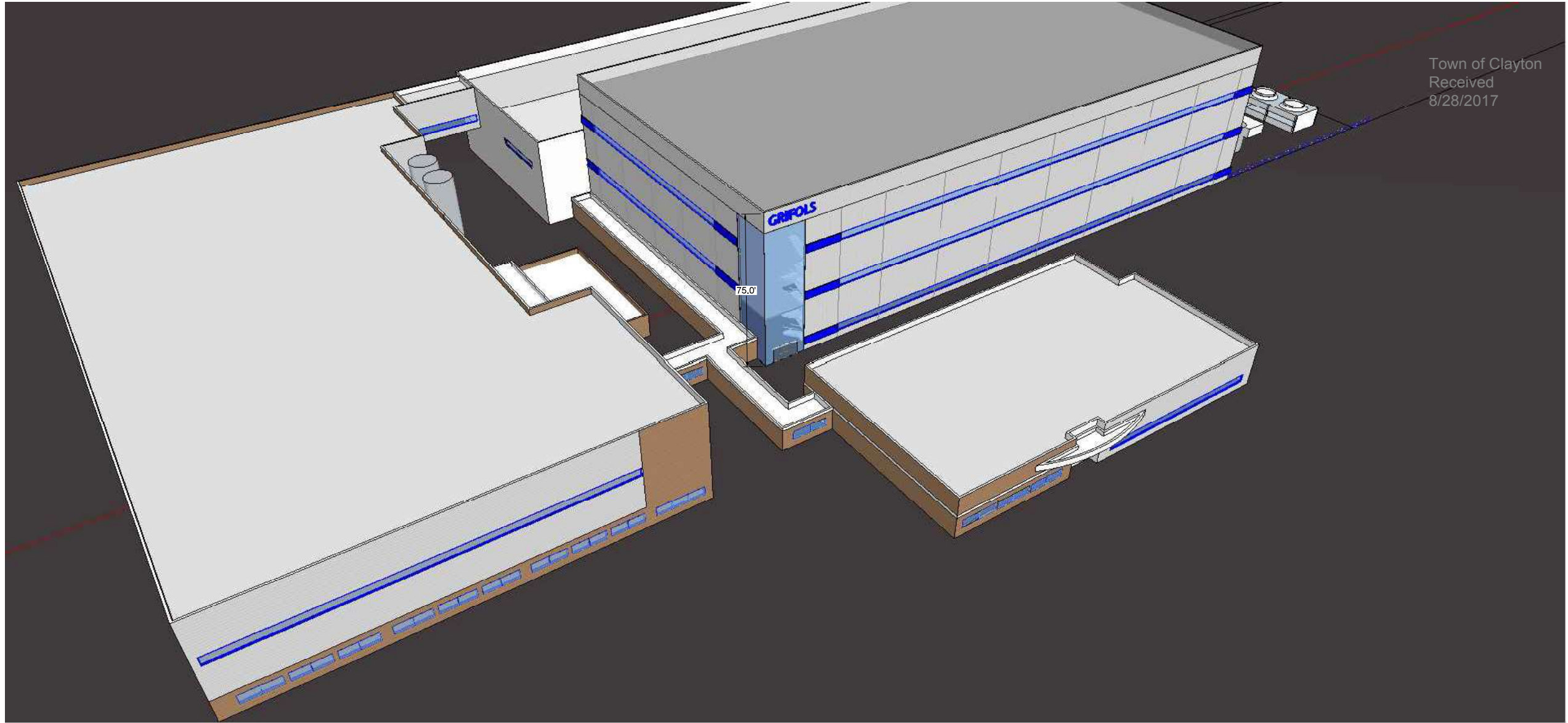
PRELIMINARY  
NOT RELEASED  
FOR CONSTRUCTION

08/08/2017

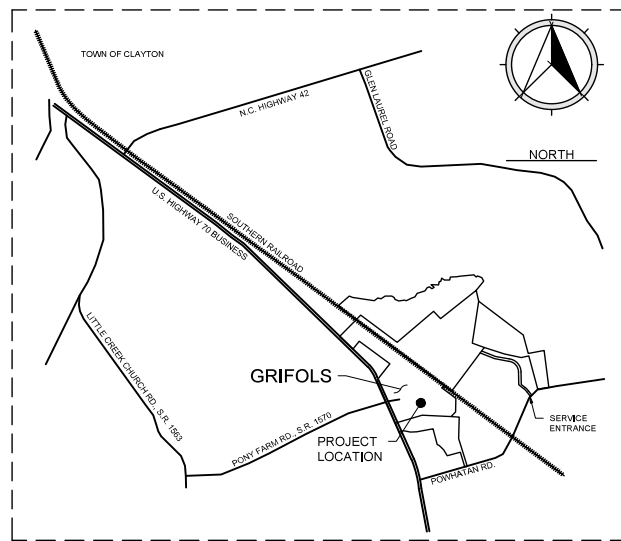
SHEET NO.

**6**





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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

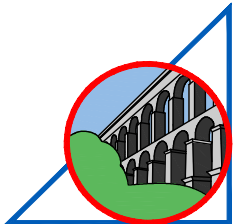
SITE ADDRESS:  
8368 US HWY. 70 BUS WEST  
CLAYTON, NC 27524

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

AUGUST, 2017

| ISS. NO. | DESCRIPTION | DATE |
|----------|-------------|------|
|          |             |      |
|          |             |      |
|          |             |      |
|          |             |      |

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.



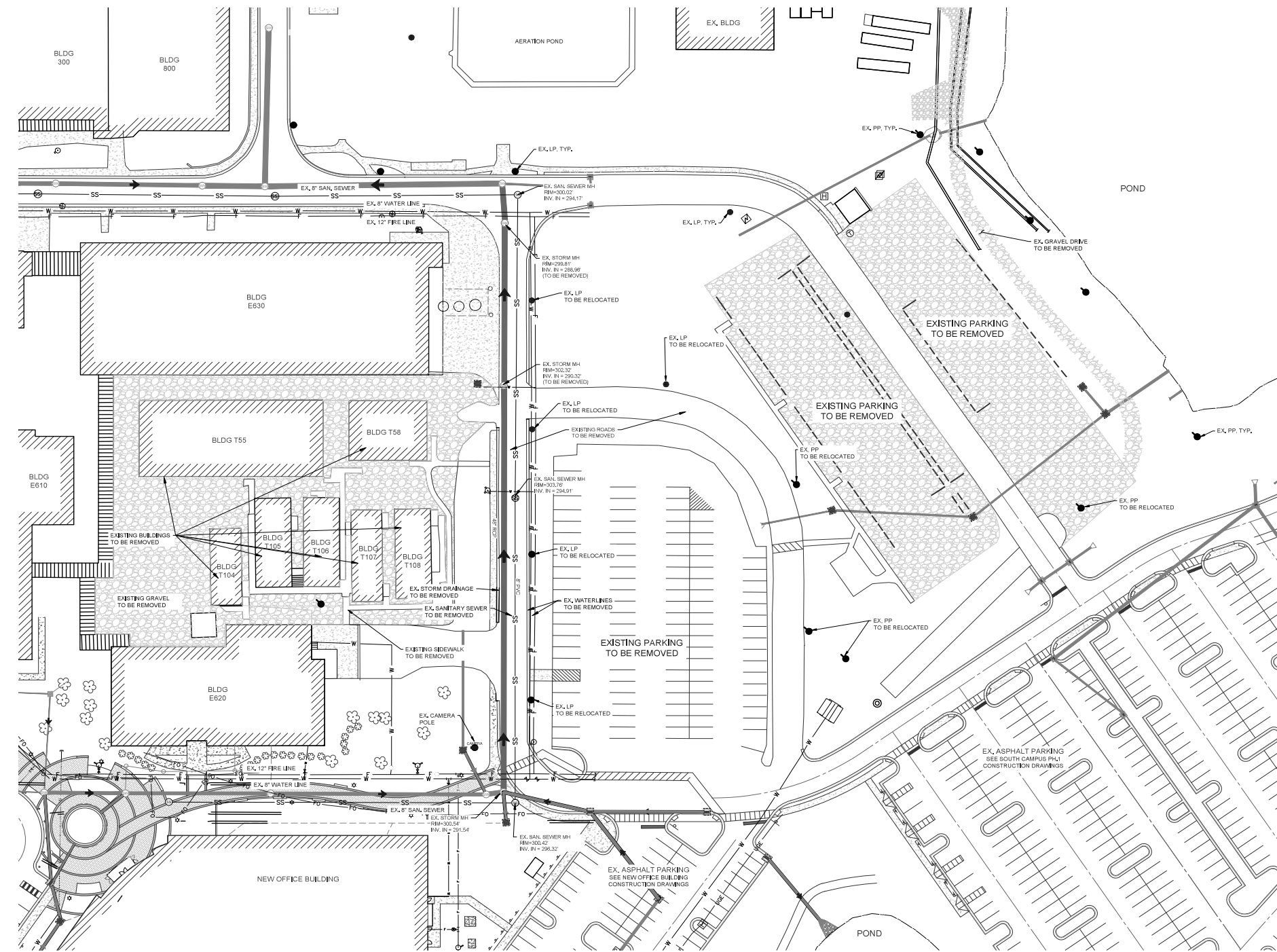
TRIANGLE  
CIVILWORKS  
PROFESSIONAL ASSOCIATION  
NCBELS NO. C-2603  
211 TYLER DRIVE  
SMITHFIELD, NC 27577  
919-209-9955



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FOR CONSTRUCTION  
08/08/2017

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Town of Clayton  
Received  
8/28/2017



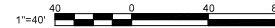
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|-------------|-----|----------------|-------------------------|
| DESIGNED:   | DCS | PROJECT DATE:  | AUGUST 2017             |
| DRAWN:      | SYM | PROJECT NO.:   |                         |
| CHECKED:    | ADG | DWG FILE NAME: | 2-Ex, Cond & Demolition |
| PROJ. ENG.: | GEC | REVISIONS:     |                         |



**GRIFOLS THERAPEUTICS  
BUILDING 640  
CLAYTON, NC**

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

**EXISTING CONDITIONS  
AND DEMOLITION PLAN**



PRELIMINARY  
NOT RELEASED  
FOR CONSTRUCTION

08/08/2017

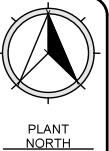
SHEET NO.

2



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Town of Clayton  
Received  
8/28/2017

SITE DATA:

- TRACT OWNER: GRIFOLS THERAPEUTICS, 8368 US HWY 70 WEST, CLAYTON, NC 27524
- NC PIN: 10780042-15181
- DEED REFERENCE: D8-4016, PG 306
- TRACT AREA: 358.51 AC
- ZONING: I-1 WATERSHED OVERLAY DISTRICT
- PROJECT AREA: 6.68 AC
- EX. IMPERVIOUS IN PROJECT AREA: 4.76 AC (71.3%)
- PROP. IMPERVIOUS IN PROJECT AREA: 4.68 AC (70.0%)
- PROPOSED BUILDING AREA: 50,000 SF
- PROPOSED BUILDING HEIGHT: 75 (THREE STORIES)
- PROPERTY LOCATION: TOWN OF CLAYTON EXTRA TERRITORIAL JURISDICTION
- EXISTING USE: INDUSTRIAL PARKING LOT
- PROPOSED USE: INDUSTRIAL BUILDING AND EMPLOYEE PARKING LOT

NOTES

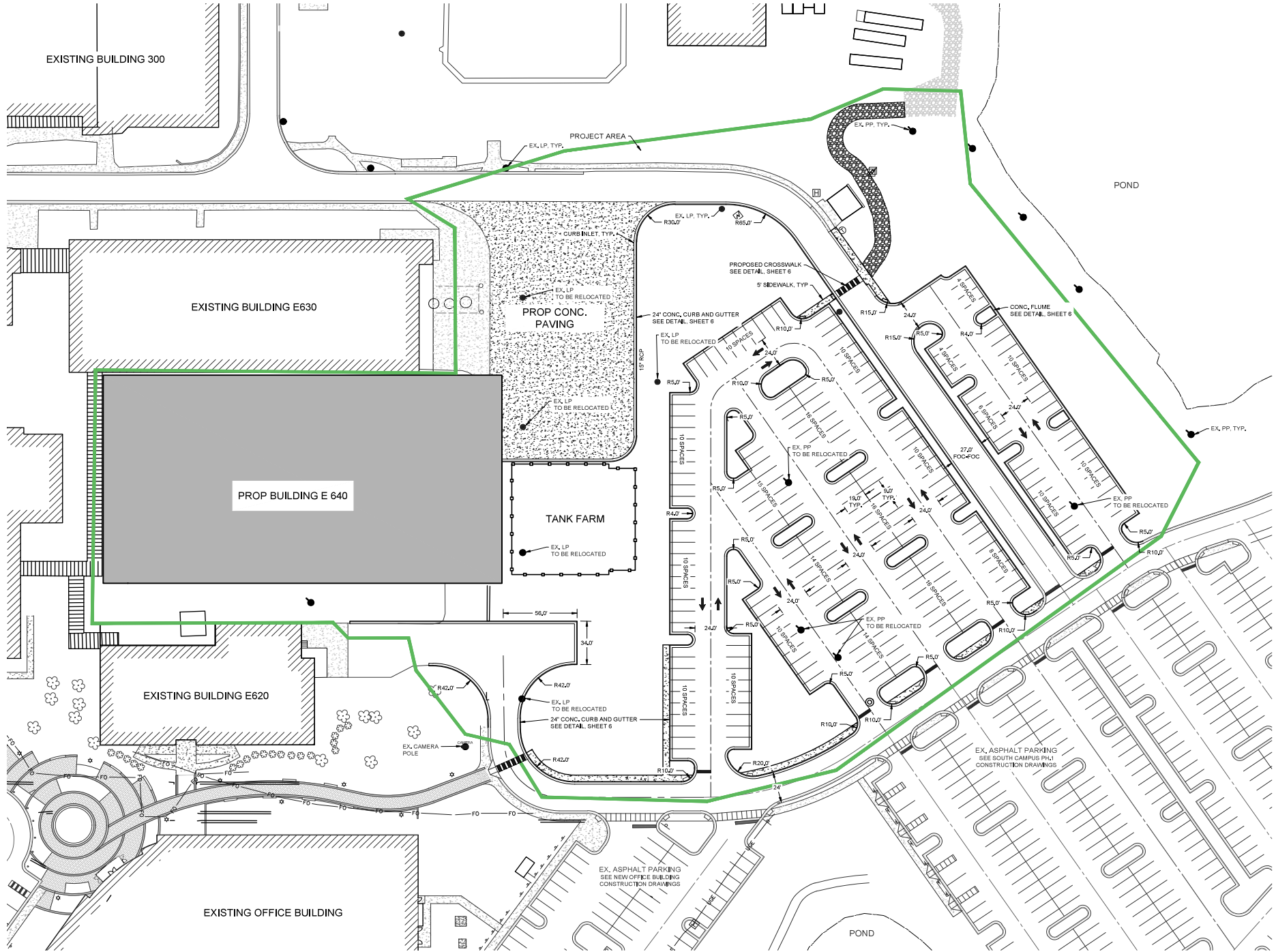
1. ALL DIMENSIONS TO BACK OF CURB UNLESS OTHERWISE DESIGNATED.

PARKING SUMMARY:

REQUIRED PARKING:  
MANUFACTURING AND PRODUCTION = 1,5/1000SF  
BLDG AREA: 150,000 SF (OVER THREE FLOORS)  
REQ. = 225

PARKING PROVIDED = 222 SPACES

ADDITIONAL PARKING, AS WELL AS HANDICAP PARKING AND BICYCLE PARKING IS AVAILABLE ON SITE AT THE NEW OFFICE PARKING LOT AND AT THE SOUTH CAMPUS PARKING LOT.



|             |     |                |             |
|-------------|-----|----------------|-------------|
| DESIGNED:   | DCS | PROJECT DATE:  | AUGUST 2017 |
| DRAWN:      | SYM | PROJECT NO.:   |             |
| CHECKED:    | ADS | DWG FILE NAME: | 330101.dwg  |
| PROJ. ENG.: | GGC | REVISIONS:     |             |



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

SITE PLAN



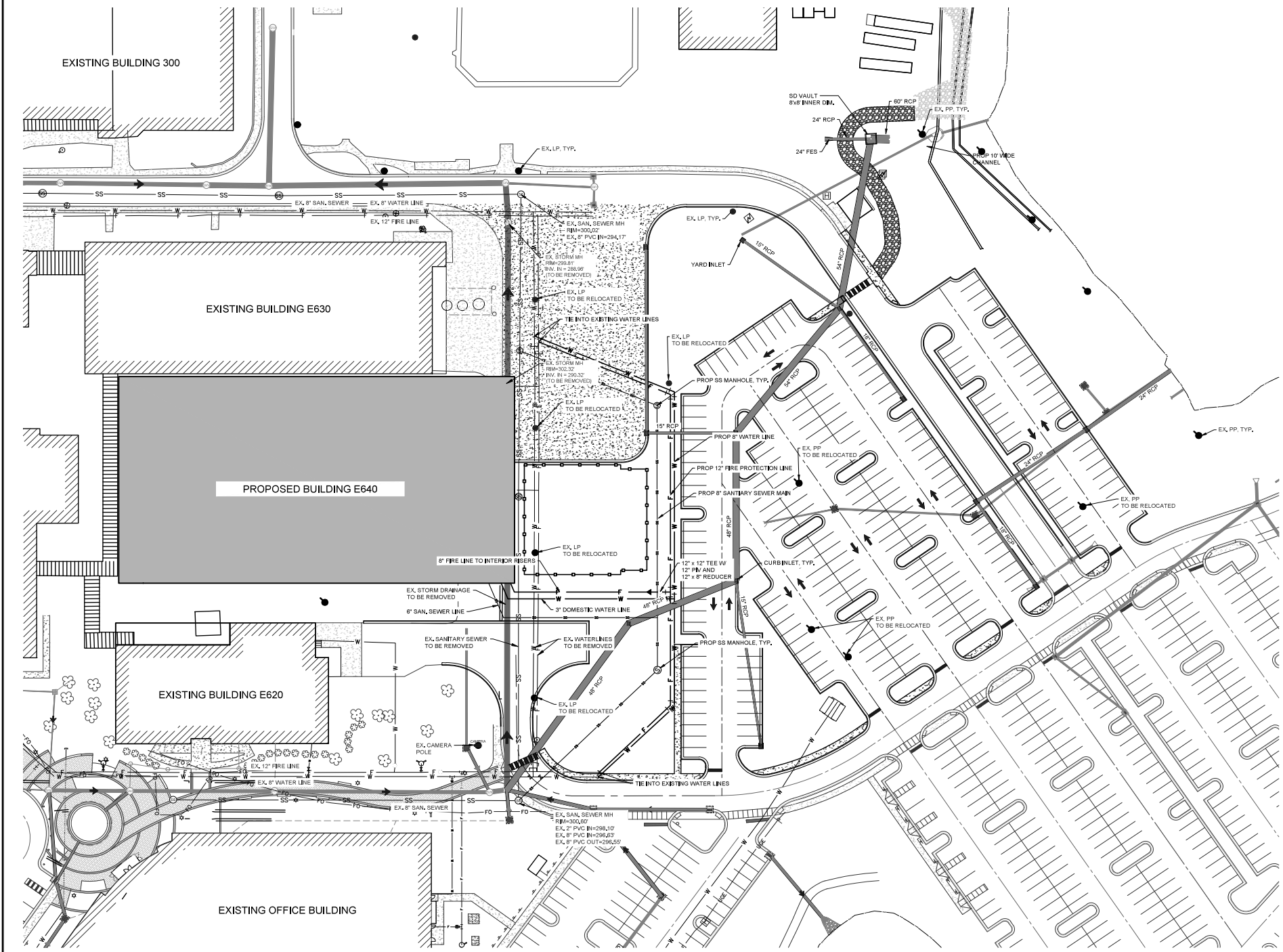
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NOT RELEASED  
FOR CONSTRUCTION  
08/08/2017

SHEET NO.  
3



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8/28/2017



|             |     |                |             |
|-------------|-----|----------------|-------------|
| DESIGNED:   | DCS | PROJECT DATE:  | AUGUST 2017 |
| DRAWN:      | SWM | PROJECT NO.:   |             |
| CHECKED:    | ADG | DWG FILE NAME: | CLAYTON     |
| PROJ. ENG.: | GEC | DESCRIPTIONS:  |             |
|             |     | REVISIONS:     |             |



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

**UTILITY PLAN**

1"=50'

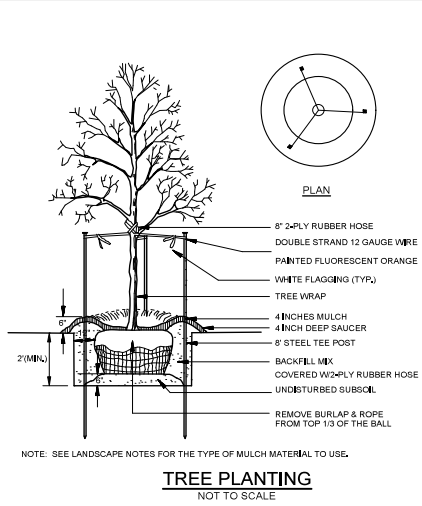
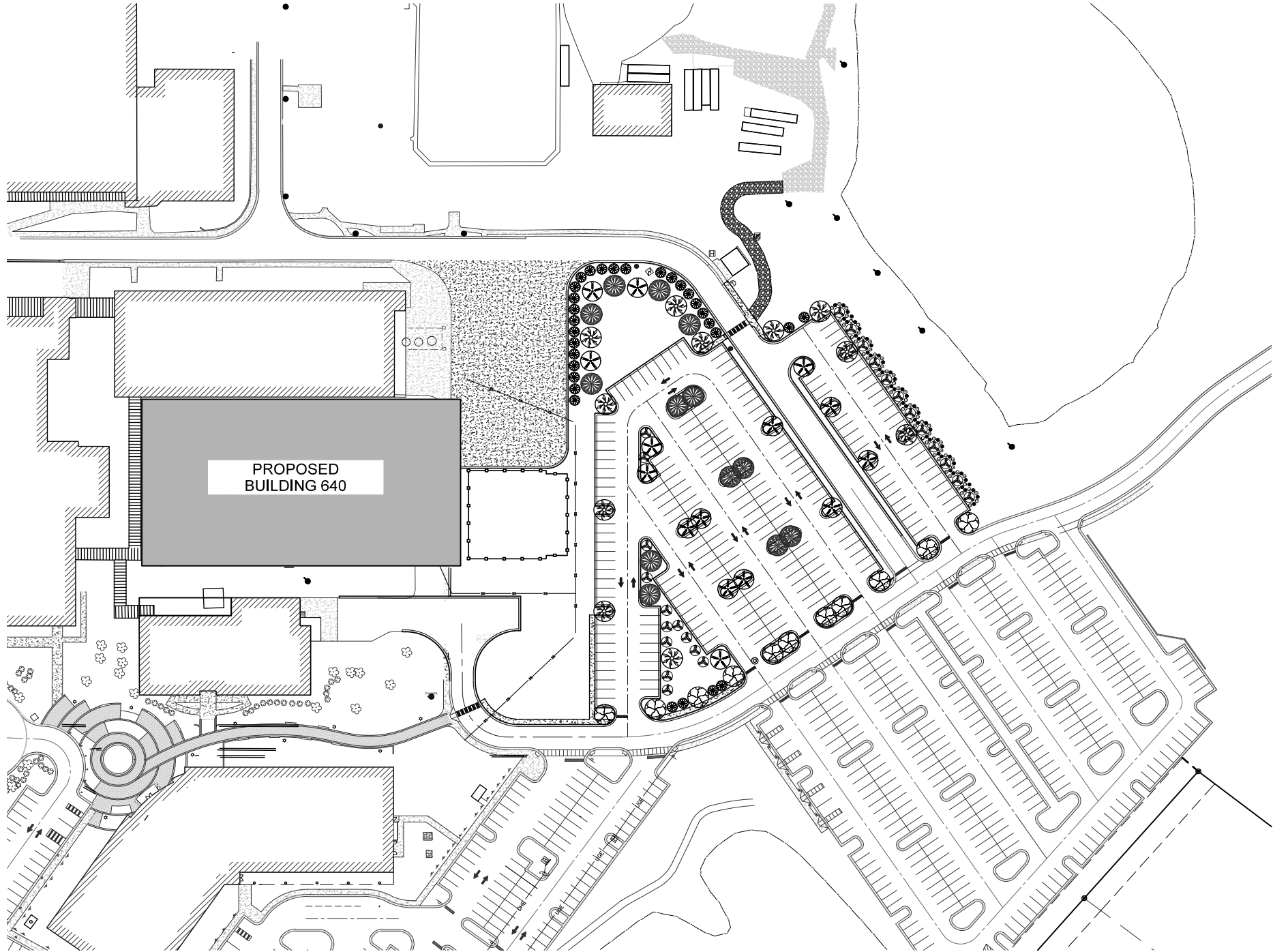
PRELIMINARY  
NOT RELEASED  
FOR CONSTRUCTION  
08/08/2017

SHEET NO.  
**4**

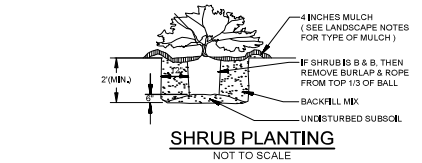


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Town of Clayton  
Received  
8/28/2017



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:     |                                                                                  |



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

LANDSCAPE PLAN

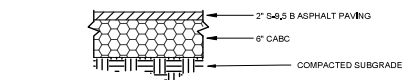


PRELIMINARY  
NOT RELEASED  
FOR CONSTRUCTION  
08/08/2017

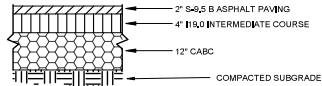
SHEET NO.  
5

SAVED: 8/15/17 8:42 AM

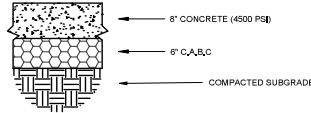
I:\PROJECTS\PROJECTS\GRIFOLS-THERAPEUTICS\BLDG 640\02 INITIAL DESIGN\DOCUMENTS\DWGS\SHEET 516 SITE DETAILS.DWG



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

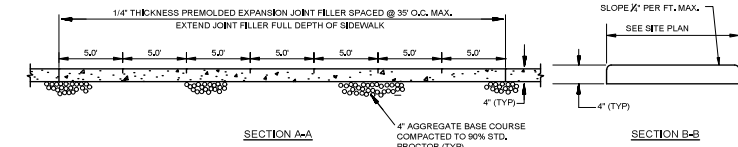
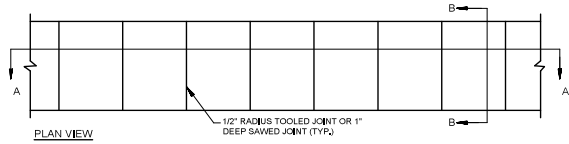


**HEAVY DUTY  
ASPHALT PAVEMENT SECTION**  
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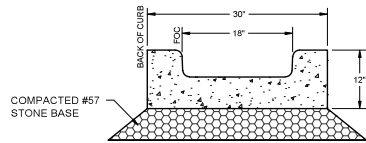
**CONCRETE PAVEMENT SECTION**  
NOT TO SCALE

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

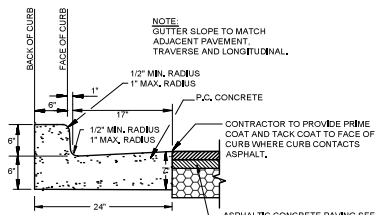


- NOTES:
1. PROVIDE 1/2" EXPANSION JOINT BETWEEN SIDEWALK AND ALL FIXED OBJECTS.
  2. ALL SIDEWALKS SHALL HAVE A MAXIMUM CROSS-SLOPE OF 1/2" PER FT.

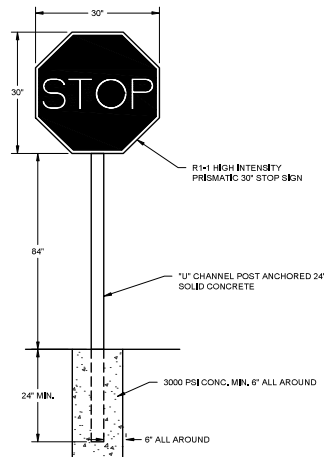
**CONCRETE SIDEWALK**  
NOT TO SCALE



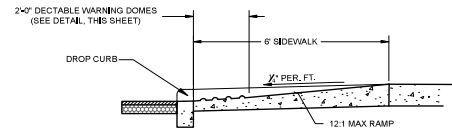
**CURBED FLUME**  
NOT TO SCALE



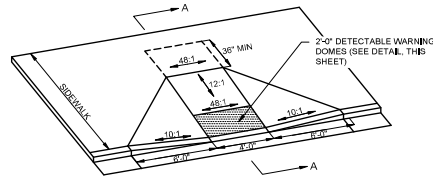
**24" CONCRETE STD CURB AND GUTTER**  
NOT TO SCALE



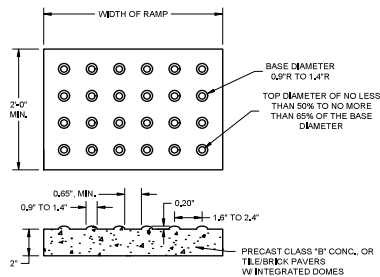
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NOT TO SCALE



**SECTION A-A**

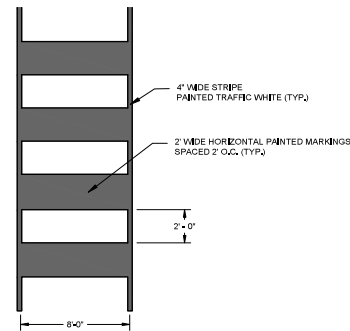


**HANDICAP ACCESS CURB RAMP**  
NOT TO SCALE



- 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

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UNDER THE DIRECTION OF A LICENSED  
ENGINEER WITH RESPONSIBLE CHARGE.

|             |     |                |             |
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| DESIGNED:   | DCS | PROJECT DATE:  | AUGUST 2017 |
| DRAWN:      | SYM | 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

PRELIMINARY  
NOT RELEASED  
FOR CONSTRUCTION

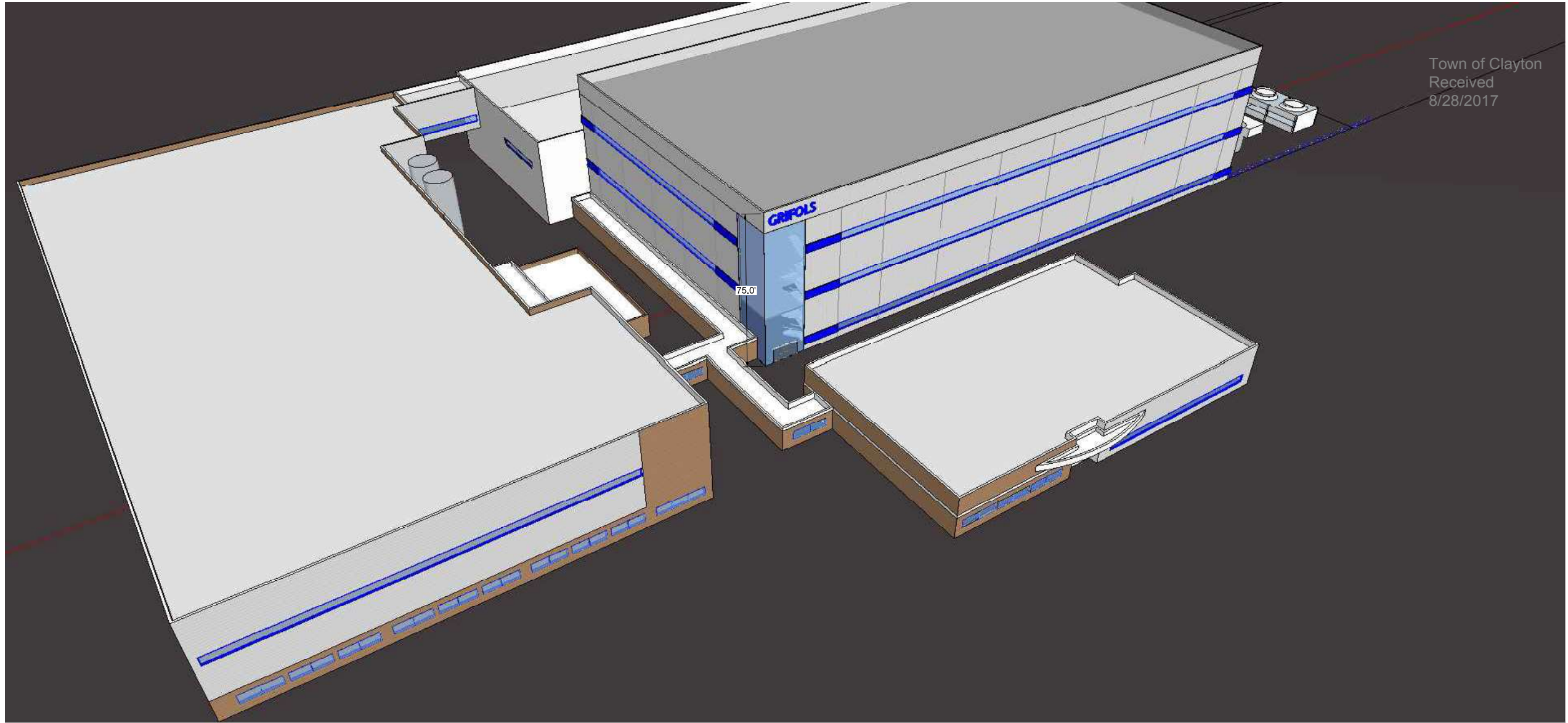
08/08/2017



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](mailto: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

CS: October 25; Nov. 1, 2017

**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;

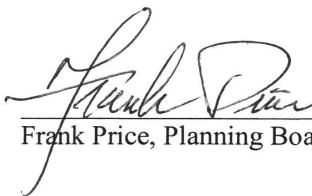
☒ approve the request with the following modified or added conditions:

N) conditions noted within staff report  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ deny the request.

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

Signed:

  
\_\_\_\_\_  
Frank Price, Planning Board Chair





## Town Council Agenda Cover Sheet

---

**Meeting Date**

October 16, 2017

**Agenda Location**

Introductions & Special Presentations

**Item Title**

Special Event Request - Downtown Clayton Trick-or-Treat

**Presenter** (Name & Title)

Matt Lorion

**Summary/Description**

This is a request for acknowledgment of the closure of Main Street between Fayetteville and Smith Street on October 31st from 2 p.m. until 4 p.m. and Town Square from 11 a.m. until 5 p.m.

**Requested Action**

Approval

**Additional Documents To Be Included in Agenda Packet**

Special Event Application Packet (2017-07 Halloween Parade)



**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 EVENT PERMIT APPLICATION**

*Pursuant to Article 7, Section 155.712 of the Unified Development Code, a property owner/business owner within the jurisdiction of the Town (or a duly authorized agent) may apply for a Special Event Permit from the Planning Department. Special Event Permits are valid for a maximum 30 days within a one year time period.*

*Applications must be accompanied by one (1) copy of a site plan depicting the special event location, an Owner's Consent Form and the \$100.00 application fee (if applicable). All fees are due when the application is submitted. NOTE: If the event is to be held on public property, approval to use the property must be obtained from Town Council; therefore the application must be submitted 90 days prior to the event.*

A special event is a non-routine happening or social activity such as a festival, concert, sporting event, parade, walk or run bringing people together in a defined area on Town property, right of way, or private property. Special events generally require Town services to ensure safety and coordination.

Applications and events are prioritized based on a first come-first served basis and the Town may approve or disapprove an event's requested date based on availability of resources. Events that occur on an annual basis will receive priority the following year.

**APPLICANT INFORMATION**

Name of Event: ~~Halloween Parade~~ Downtown Clayton Trick or Treat Revised 10/11/17  
Applicant Name and Title: Matt Lorian Recreation Program Supervisor  
Organization: Town of Clayton Parks & Recreation  
Mailing (Billing) Address: PO BOX 879  
City: Clayton State: NC Zip Code: 27528  
Daytime Phone: 919-553-1550 Cell: 919-624-9807 Email: mlorian@townofclaytonnc.org

**EVENT INFORMATION**

Event Location: Main Street between Smith Street and Town Square  
Event Address: 110 W. Main Street Parcel ID : \_\_\_\_\_  
Date(s) of Event: 10/31/2017  
Event Start Time: 2pm Event End Time: 4pm  
Will roads need to be closed: ☒ Yes ☐ No  
Set Up Begins: 11am Clean Up Ends: 5pm  
Estimated Attendance: 500  
Description of Event: The participants will Trick or Treat down Main St from Home Sq to Town Sq.  
The kids will go to the businesses located on Main St to Trick or Treat. The event will begin at Home at 2:30pm

Close main Smith to O'nal

**TOWN OF CLAYTON STAFF USE ONLY**

Date Received: JAN 24 2017 Amount Paid: \_\_\_\_\_ Permit Number: 2017-07

TOWN OF CLAYTON  
PLANNING DEPARTMENT

April 2014



### POWER SOURCES

| To be completed by the applicant:                               | Yes                                 | No                                  | Staff Notes |
|-----------------------------------------------------------------|-------------------------------------|-------------------------------------|-------------|
| 1. Will you use electric generators?                            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |             |
| 2. Will you use a Town of Clayton power source?                 | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |             |
| PLEASE NOTE: NO direct wiring to any power source is permitted. |                                     |                                     |             |

### VOICE/MUSIC AMPLIFICATION

|                                                                                                                                               | Yes                                 | No                                  | Staff Notes |
|-----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|-------------|
| 1. Are there any musical entertainment features related to your event? (If no, proceed to next section)<br>If yes, state the number of bands: | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |             |
| 2. Will a temporary stage be utilized?<br>If yes, please state the number of stages                                                           | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |             |
| 3. Will the event use amplified sound?<br>If yes, please list start time and finish time.                                                     | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |             |
|                                                                                                                                               | Start Time<br>2pm                   | Finish Time<br>4pm                  |             |

### HAZARDOUS MATERIALS

|                                                                                                                                                                                                                                                                                                                     | Yes                      | No                                  | Staff Notes |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|-------------|
| 1. Will the event have any hazardous materials such as propane, butane, gasoline, diesel tanks, helium cylinders or other upright tanks? <i>If yes, note that all tanks must be secured in a manner to prevent accidentally being knocked over. All helium tanks not being used shall have their caps in place.</i> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |             |
| 2. Will there be any portable heaters?                                                                                                                                                                                                                                                                              | <input type="checkbox"/> | <input checked="" type="checkbox"/> |             |
| 3. Will there be any deep fat fryers?                                                                                                                                                                                                                                                                               | <input type="checkbox"/> | <input checked="" type="checkbox"/> |             |
| 4. Will there be any fireworks, lasers, torches, candles or pyrotechnics? <i>If yes, please contact the Fire Marshall for more 919-553-1520 information.</i>                                                                                                                                                        | <input type="checkbox"/> | <input checked="" type="checkbox"/> |             |

### ALCOHOL

|                                                                                                                                                                                                                                                                                           | Yes                      | No                                  | Staff Notes              |        |                          |                          |                          |                          |  |  |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|--------------------------|--------|--------------------------|--------------------------|--------------------------|--------------------------|--|--|--|
| 1. Will alcoholic beverages be served? <i>If yes, an ABC permit is required.</i>                                                                                                                                                                                                          | <input type="checkbox"/> | <input checked="" type="checkbox"/> |                          |        |                          |                          |                          |                          |  |  |  |
| 2. Will alcoholic beverages be sold? <i>If yes, an ABC permit is required.</i>                                                                                                                                                                                                            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |                          |        |                          |                          |                          |                          |  |  |  |
| 3. What type of alcohol will be served?                                                                                                                                                                                                                                                   |                          |                                     |                          |        |                          |                          |                          |                          |  |  |  |
| <table border="1" style="width: 100%;"> <tr> <td>Draft Beer</td> <td>Can/Bottle Beer</td> <td>Wine</td> <td>Liquor</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table> | Draft Beer               | Can/Bottle Beer                     | Wine                     | Liquor | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |  |  |
| Draft Beer                                                                                                                                                                                                                                                                                | Can/Bottle Beer          | Wine                                | Liquor                   |        |                          |                          |                          |                          |  |  |  |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                  | <input type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |        |                          |                          |                          |                          |  |  |  |
| 4. Who will be serving the alcohol? <i>Please identify on the site plan the locations within event site where alcohol will be served.</i>                                                                                                                                                 |                          |                                     |                          |        |                          |                          |                          |                          |  |  |  |
| 5. List times that alcohol will be served                                                                                                                                                                                                                                                 | Start Time               | Finish Time                         |                          |        |                          |                          |                          |                          |  |  |  |
| 6. Copies of the ABC permit should be submitted upon receipt to the Planning Department.                                                                                                                                                                                                  |                          |                                     |                          |        |                          |                          |                          |                          |  |  |  |

| SAFETY AND SECURITY                                                                                                                                                                                                                    |                          |                          |                          |                          | Yes                      | No                                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|
| 10. Will security be used during the event?                                                                                                                                                                                            |                          |                          |                          |                          | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 11. Will overnight security be used?                                                                                                                                                                                                   |                          |                          |                          |                          | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 12. How many off duty officers will be used?                                                                                                                                                                                           |                          |                          |                          |                          |                          |                                     |
| 13. Please check the type(s) of security that will be used:                                                                                                                                                                            |                          |                          |                          |                          |                          |                                     |
| Alcohol Security                                                                                                                                                                                                                       | Stage Security           | Event Area Security      | Gate Security            | Money Handling Security  | Other                    |                                     |
| <input type="checkbox"/>                                                                                                                                                                                                               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                                     |
| 14. Date(s) and time(s) security will be on site:                                                                                                                                                                                      |                          |                          |                          |                          |                          |                                     |
| <i>Applicant may be required to hire off-duty Town of Clayton police officers to provide security to insure public safety. The Town of Clayton Police Department will determine the number of security personnel required on site.</i> |                          |                          |                          |                          |                          |                                     |

### SITE PLAN

*Provide a detailed Site-Plan sketch of the event. Include maps, outline or diagram of the entire event venue including the names of all streets or areas that are part of the venue and the surrounding area. The plan should include the following information (if applicable):*

- Location of the event/activity on the property. Showing adjacent streets/roads and boundaries.
- Location of temporary structures that will be used during the event. Must indicate size of temporary structures, distances between temporary structures and existing buildings.
- Identify how each temporary structure will be used. Example: type of vendor, food preparation, alcohol sales, etc.
- Identify location of all cooking devices and open flames. (Grills only)
- Location of all fencing, barricades, or other restrictions that will impair access to and from the event or property.
- Identify all designated parking areas.
- Identify location of any generators and fuel storage.

### EVENT BOUNDARY AND ROAD TRAFFIC PLAN

| EVENT TYPE                                                                                                                                                                                                                                                               |                                     |                          |                          |                          |                          | Yes                                 | No                                  | Staff Notes |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|-------------------------------------|-------------|
| 1. Will the event include use of public streets?                                                                                                                                                                                                                         |                                     |                          |                          |                          |                          | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |             |
| 2. How will the route be utilized?                                                                                                                                                                                                                                       |                                     |                          |                          |                          |                          |                                     |                                     |             |
| Parade                                                                                                                                                                                                                                                                   | March or Walk                       | Vehicles Only            | Vendors                  | Foot/Bicycle Race        | Other                    |                                     |                                     |             |
| <input type="checkbox"/>                                                                                                                                                                                                                                                 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                                     |                                     |             |
| 3. How many participants are expected?                                                                                                                                                                                                                                   |                                     |                          |                          |                          |                          | Number                              |                                     |             |
|                                                                                                                                                                                                                                                                          |                                     |                          |                          |                          |                          | 500                                 |                                     |             |
| 4. How many floats will participate?                                                                                                                                                                                                                                     |                                     |                          |                          |                          |                          |                                     |                                     |             |
| 5. How many vehicles will participate?                                                                                                                                                                                                                                   |                                     |                          |                          |                          |                          |                                     |                                     |             |
|                                                                                                                                                                                                                                                                          |                                     |                          |                          |                          |                          | Yes                                 | No                                  |             |
| 6. Will animals participate in the event?                                                                                                                                                                                                                                |                                     |                          |                          |                          |                          | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |             |
| 7. If yes, please list the types of animals:                                                                                                                                                                                                                             |                                     |                          |                          |                          |                          |                                     |                                     |             |
|                                                                                                                                                                                                                                                                          |                                     |                          |                          |                          |                          |                                     |                                     |             |
|                                                                                                                                                                                                                                                                          |                                     |                          |                          |                          |                          |                                     |                                     |             |
|                                                                                                                                                                                                                                                                          |                                     |                          |                          |                          |                          |                                     |                                     |             |
| EVENT BOUNDARIES                                                                                                                                                                                                                                                         |                                     |                          |                          |                          |                          |                                     |                                     |             |
| Please describe the event boundaries. If event is a road event then include route below. If there is more than one segment to the event, include start and finish times for each segment. (Example: The "GENERIC AWARENESS RUN" may include a 5K, a 10K, and a Fun Run). |                                     |                          |                          |                          |                          |                                     |                                     |             |
| Main St between Smith St and Fayetteville St                                                                                                                                                                                                                             |                                     |                          |                          |                          |                          |                                     |                                     |             |
|                                                                                                                                                                                                                                                                          |                                     |                          |                          |                          |                          |                                     |                                     |             |
|                                                                                                                                                                                                                                                                          |                                     |                          |                          |                          |                          |                                     |                                     |             |
|                                                                                                                                                                                                                                                                          |                                     |                          |                          |                          |                          |                                     |                                     |             |

### ROAD CLOSURE REQUESTS

*All road closure requests are reviewed by the Town of Clayton. Approval, denial, or modification of road closure requests is at sole discretion of the Town, including but not limited to the route, placement and number of all barricades, signs and police/volunteer locations. If your event involves road closures, please attach a Route and Traffic Plan. Include the required information (listed below) and any additional information that you believe applies to your event.*

| ROAD CLOSURE                                                                                                                                                                                                   |        |      | Staff Notes |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|------|-------------|
| 1. List the street(s) and times in which street(s) will need to be closed (Please note that NC and US roadways require approval from the North Carolina Department of Transportation):                         |        |      |             |
| Street(s):                                                                                                                                                                                                     | Begins | Ends |             |
| Main St between Smith Street and Fayetteville St                                                                                                                                                               | 2pm    | 4pm  |             |
|                                                                                                                                                                                                                |        |      |             |
|                                                                                                                                                                                                                |        |      |             |
|                                                                                                                                                                                                                |        |      |             |
| 2. How many participants are expected?                                                                                                                                                                         |        |      |             |
| Number                                                                                                                                                                                                         |        |      |             |
| 500                                                                                                                                                                                                            |        |      |             |
| EVENT ROUTE                                                                                                                                                                                                    |        |      | Staff Notes |
| DESCRIBE THE EVENT ROUTE BELOW. IF THERE IS MORE THAN ONE SEGMENT TO AN EVENT, INCLUDE START AND FINISH TIMES FOR EACH SEGMENT. (Example: The "GENERIC AWARENESS RUN" may include a 5K, a 10K, and a Fun Run). |        |      |             |
| The event will run on Main St. between Smith St. and Fayetteville St.                                                                                                                                          |        |      |             |
|                                                                                                                                                                                                                |        |      |             |
|                                                                                                                                                                                                                |        |      |             |
|                                                                                                                                                                                                                |        |      |             |
| Please note that <u>white temporary water-base paint</u> can be used to mark the route on the street pavement (May be purchased at common hardware stores such as Lowes, Home Depot, etc.).                    |        |      |             |



7. If the event will utilize Horne Square, a \$250.00 deposit is required following approval.
8. Prior to the Event, a meeting to review the incident action plan (IAP) is required

**Upon completion of the steps above, the Planning Department will issue a Special Event Permit approval (with or without Conditions), or notify the applicant in writing that the request is denied.**

***DO NOT ASSUME, ADVERTISE, OR PROMOTE YOUR EVENT UNTIL YOU HAVE A SIGNED PARADE PERMIT FROM THE TOWN OF CLAYTON POLICE DEPARTMENT. CONFLICTS DO ARISE AND CHANGES TO THE REQUEST MAY BE NECESSARY.***

#### USE OF TOWN OWNED PROPERTY

|                                                                                                      | Yes                                 | No                       |
|------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------|
| 1. Use policies and procedures obtained and submitted for use of any Town owned property or streets. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

#### DENIAL OR REVOCATION OF PERMIT

##### Denial

A Special Event Permit application may be denied if it is found that its granting would not be in the Town of Clayton's or the public's interest. Any applicant denied a permit to utilize Town-owned property for a special event shall receive a written statement outlining the grounds on which the denial is based. The applicant may appeal the denial of the application to the Town Council within fifteen working days of the written denial and the Town Council may take such corrective action as it shall find necessary. The findings and the determination of the Town Council shall be final.

##### Permit Revocation

The Town may revoke a permit issued pursuant to this section if the applicant or operator of the special event has:

1. Misrepresented or provided false information in the permit application;
2. Violated any provision of the Town of Clayton Unified Development Code or Johnston County Health Department regulations;
3. Violated any law, regulation or ordinance regarding the possession, sale, transportation or consumption of intoxicating beverages or controlled substances; or
4. Operated the special event in such a manner as to create a public nuisance or to constitute a hazard to the public health, safety or welfare, specifically including failure to keep the Town of Clayton owned property clean and free of refuse.

#### APPLICANT'S AFFIDAVIT

***I/We, the undersigned, do hereby make application and petition to the Planning Department of the Town of Clayton to approve the subject Special Event 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.***

***The undersigned does understand and agree to the rules and regulations that apply to a Special Event Permit.***

Applicant's Signature: \_\_\_\_\_

Date: 1/24/2017

April 2014

O'Neil to Smith St. during the parade.





## Town Council Agenda Cover Sheet

---

**Meeting Date**

October 16, 2017

**Agenda Location**

Introductions & Special Presentations

**Item Title**

Special Event Request - The Shindig

**Presenter** (Name & Title)

Dave Brown

**Summary/Description**

This is a request to Council to close the following roads for this event on November 4, 2017 from 7 a.m. until midnight:

Town Square and parking lot

Main from O'Neil to Church

Fayetteville from First to Second

**Requested Action**

Approval

**Additional Documents To Be Included in Agenda Packet**

Special Event Application (2017-19)





## 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 EVENT PERMIT APPLICATION

Pursuant to Article 7, Section 155.712 of the Unified Development Code, a property owner/business owner within the jurisdiction of the Town (or a duly authorized agent) may apply for a Special Event Permit from the Planning Department. Special Event Permits are valid for a maximum 30 days within a one year time period.

Applications must be accompanied by one (1) copy of a site plan depicting the special event location, an Owner's Consent Form and the \$100.00 application fee (if applicable). All fees are due when the application is submitted. NOTE: If the event is to be held on public property, approval to use the property must be obtained from Town Council; therefore the application must be submitted 90 days prior to the event.

A special event is a non-routine happening or social activity such as a festival, concert, sporting event, parade, walk or run bringing people together in a defined area on Town property, right of way, or private property. Special events generally require Town services to ensure safety and coordination.

Applications and events are prioritized based on a first come-first served basis and the Town may approve or disapprove an event's requested date based on availability of resources. Events that occur on an annual basis will receive priority the following year.

### APPLICANT INFORMATION

Name of Event: The Shindig  
Applicant Name and Title: DAVE BROWN - ORGANIZER - EARTHFLOW  
Organization: ROMA  
Mailing (Billing) Address: 567 ROCK PILLAR RD  
City: CLAYTON State: NC Zip Code: 27520  
Daytime Phone: 919 438 8555 Cell: SAME Email: dave@earthflow.org

### EVENT INFORMATION

Event Location: TOWN SQUARE - MAIN STREET  
Event Address: 110 W. MAIN ST. Parcel ID : \_\_\_\_\_  
Date(s) of Event: NOV 4TH 17  
Event Start Time: 12 PM Event End Time: 10 PM  
Will roads need to be closed: ☒ Yes ☐ No  
Set Up Begins: 7 AM NOV 4TH Clean Up Ends: 12 AM NOV 5TH  
Estimated Attendance: 1500 +  
Description of Event: MUSIC FESTIVAL, BEER TASTING FESTIVAL  
FOR CHARITY

### TOWN OF CLAYTON STAFF USE ONLY

Date Received: AUG 01 2017

Amount Paid: \$100

Permit Number: 2017-19

April 2014



### ORGANIZATION INFORMATION

Please complete the following information if the Special event is benefitting an organization or check the box if not applicable: ☐ N/A

Is the Organization a 501(c) 3?

☒ Yes

☐ No

|                                                                              | Yes                                 | No                       |
|------------------------------------------------------------------------------|-------------------------------------|--------------------------|
| 1. Is the Special Event being held by or for the benefit of an organization? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Is the organization a 501(C)3                                             | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Briefly describe the purpose of the organization: TO SERVE THE COMMUNITY

Name of Organization:

ROTARY -

Organization Address:

P.O. BOX 365  
CUMTOWN NC 27528

Organization Contact Name:

DAVE BROWN

Phone Number:

919 438 8555

Organization Email:

DAVE @ EARTHFLOW.ORG

Federal Identification Number:

27-3036588

### TENTS & MEMBRANE STRUCTURES

**\*\* A TENT is a structure, enclosure, or shelter, with or without sidewalls or drops\*\***

| To be completed by the applicant:                                                                                                                                          |                                     |                          | To be completed by staff:<br>Permit/Inspections Required? |    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------|-----------------------------------------------------------|----|
|                                                                                                                                                                            | Yes                                 | No                       | Yes                                                       | No |
| 1. Will tents be used at the event?                                                                                                                                        | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                                                           |    |
| 2. How many tents will be used?                                                                                                                                            | <u>OVER 30</u>                      |                          |                                                           |    |
| 3. What is the size of the tents being used? Please note that tents greater than 240 square feet in size require a building permit and associated inspections.             | <u>10X10 + 30X40</u>                |                          |                                                           |    |
| 4. Are there multiple tents without sidewalls being placed side by side? Please note that 12 feet of separation is required between all tents larger than 700 square feet. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                                                           |    |

**\*\* A MEMBRANE structure is an air-inflated or air supported structure \*\***

| To be completed by the applicant:                     |                          |                                     | To be completed by staff:<br>Permit/Inspections Required? |    |
|-------------------------------------------------------|--------------------------|-------------------------------------|-----------------------------------------------------------|----|
|                                                       | Yes                      | No                                  | Yes                                                       | No |
| 1. Will a membrane structure(s) be used at the event? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |                                                           |    |
| 2. How many membrane structures will be used?         | <u>0</u>                 |                                     |                                                           |    |



### POWER SOURCES

| To be completed by the applicant:               | Yes                                 | No                       | Staff Notes |
|-------------------------------------------------|-------------------------------------|--------------------------|-------------|
| 1. Will you use electric generators?            | <input type="checkbox"/>            | <input type="checkbox"/> |             |
| 2. Will you use a Town of Clayton power source? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |             |

PLEASE NOTE: NO direct wiring to any power source is permitted.

*ALL POWER AVAILABLE @ SQUARE*

### VOICE/MUSIC AMPLIFICATION

|                                                                                                         | Yes                                 | No                        | Staff Notes |
|---------------------------------------------------------------------------------------------------------|-------------------------------------|---------------------------|-------------|
| 1. Are there any musical entertainment features related to your event? (If no, proceed to next section) | <input checked="" type="checkbox"/> | <input type="checkbox"/>  |             |
| If yes, state the number of bands:                                                                      | <i>9</i>                            |                           |             |
| 2. Will a temporary stage be utilized?                                                                  | <input checked="" type="checkbox"/> | <input type="checkbox"/>  |             |
| If yes, please state the number of stages                                                               | <i>2</i>                            |                           |             |
| 3. Will the event use amplified sound?                                                                  | <input checked="" type="checkbox"/> | <input type="checkbox"/>  |             |
| If yes, please list start time and finish time.                                                         | Start Time<br><i>12pm</i>           | Finish Time<br><i>9pm</i> |             |

### HAZARDOUS MATERIALS

|                                                                                                                                                                                                                                                                                                                     | Yes                                 | No                                  | Staff Notes |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|-------------|
| 1. Will the event have any hazardous materials such as propane, butane, gasoline, diesel tanks, helium cylinders or other upright tanks? <i>If yes, note that all tanks must be secured in a manner to prevent accidentally being knocked over. All helium tanks not being used shall have their caps in place.</i> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |             |
| 2. Will there be any portable heaters?                                                                                                                                                                                                                                                                              | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |             |
| 3. Will there be any deep fat fryers?                                                                                                                                                                                                                                                                               | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |             |
| 4. Will there be any fireworks, lasers, torches, candles or pyrotechnics? <i>If yes, please contact the Fire Marshall for more 919-553-1520 information.</i>                                                                                                                                                        | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |             |

### ALCOHOL

|                                                                                                                                                                                                                                                                                                               | Yes                                 | No                        | Staff Notes |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|---------------------------|-------------|
| 1. Will alcoholic beverages be served? <i>If yes, an ABC permit is required.</i>                                                                                                                                                                                                                              | <input checked="" type="checkbox"/> | <input type="checkbox"/>  |             |
| 2. Will alcoholic beverages be sold? <i>If yes, an ABC permit is required.</i>                                                                                                                                                                                                                                | <input checked="" type="checkbox"/> | <input type="checkbox"/>  |             |
| 3. What type of alcohol will be served?                                                                                                                                                                                                                                                                       |                                     |                           |             |
| <div style="display: flex; justify-content: space-around;"> <span><input checked="" type="checkbox"/> Draft Beer</span> <span><input checked="" type="checkbox"/> Can/Bottle Beer</span> <span><input checked="" type="checkbox"/> Wine</span> <span><input checked="" type="checkbox"/> Liquor</span> </div> |                                     |                           |             |
| 4. Who will be serving the alcohol? <i>Please identify on the site plan the locations within event site where alcohol will be served.</i>                                                                                                                                                                     | <i>STAFF ROTATING CLUBS</i>         |                           |             |
| 5. List times that alcohol will be served                                                                                                                                                                                                                                                                     | Start Time<br><i>12pm</i>           | Finish Time<br><i>9pm</i> |             |
| 6. Copies of the ABC permit should be submitted upon receipt to the Planning Department.                                                                                                                                                                                                                      |                                     |                           |             |



## VENDORS

|                                                                                                                                                                                                                                                                                                                                                                                                            | Yes                                 | No                                  | Staff Notes                         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| 1. Will the event include mechanical rides, or other similar attractions? <i>Applicants contracting with amusement ride companies are required to provide the Town of Clayton with a certificate of insurance, naming applicant and the Town of Clayton (if applicable) as additional insured on general liability.</i>                                                                                    | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |                                     |
| 2. Please list/describe rides and attractions:                                                                                                                                                                                                                                                                                                                                                             |                                     |                                     |                                     |
| 3. Does the event have food vendors?                                                                                                                                                                                                                                                                                                                                                                       | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |                                     |
| If yes, check all that apply:                                                                                                                                                                                                                                                                                                                                                                              |                                     |                                     |                                     |
| Served                                                                                                                                                                                                                                                                                                                                                                                                     | Sold                                | Free                                | Catered                             |
| <input checked="" type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                        | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
|                                                                                                                                                                                                                                                                                                                                                                                                            |                                     |                                     |                                     |
| 4. If the event includes food concessions and/or cooking areas: <i>Event organizers are required to submit a Temporary Food Event Sponsor form with Johnston County Environmental Health (919-989-5180) at least 14 days prior to the event. A copy of the application must be submitted to the Planning Department at the same time. Fire Code requires a fire extinguisher at each cooking location.</i> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |                                     |

## TOWN SERVICES

*The Town of Clayton does not provide amenities such as portable washrooms, sound systems, tables, chairs, tents, canopies or other equipment. The applicant is responsible for arranging and providing services such as solid waste, wastewater, event clean up, traffic control, etc.*

| TRASH RECEPTICLES/ROLL-OUT CARTS                                                                                                                                                                                                                                                                                                                                                                                                            | Yes                                                                                    | No                                  | Staff Notes                         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|
| 1. Does the event require roll-out carts?                                                                                                                                                                                                                                                                                                                                                                                                   | <input type="checkbox"/>                                                               | <input checked="" type="checkbox"/> |                                     |
| 2. What types of trash will be discarded?                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                        |                                     |                                     |
| Aluminum Cans                                                                                                                                                                                                                                                                                                                                                                                                                               | Glass Bottles / Jars                                                                   | Plastic Bottles / Cups              | Paper Cups / Plates                 |
| <input checked="" type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                         | <input checked="" type="checkbox"/>                                                    | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
|                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                        |                                     |                                     |
| 3. How many trash roll-out carts are needed?                                                                                                                                                                                                                                                                                                                                                                                                | Number                                                                                 |                                     |                                     |
| 4. How many recycle roll-out carts are needed?                                                                                                                                                                                                                                                                                                                                                                                              | 08                                                                                     |                                     |                                     |
| 5. Delivery location?                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                        |                                     |                                     |
| 6. Date rollout carts are to be delivered/picked up?                                                                                                                                                                                                                                                                                                                                                                                        | Delivered                                                                              | Pickup                              |                                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                             | N/A                                                                                    | N/A                                 |                                     |
| <b>PUBLIC PROPERTY CLEAN-UP</b>                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                        |                                     |                                     |
| 7. Will portable toilets be used during the event?                                                                                                                                                                                                                                                                                                                                                                                          | Yes                                                                                    | No                                  |                                     |
| 8. Date portable toilets will be delivered/and removed?                                                                                                                                                                                                                                                                                                                                                                                     | Delivered                                                                              | Picked-up                           |                                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                             | NOV 3rd                                                                                | NOV 6th                             |                                     |
| 9. What is the clean-up plan for the event?                                                                                                                                                                                                                                                                                                                                                                                                 | OUR crew will spend as much time as necessary to make sure the grounds are clean & dry |                                     |                                     |
| <i>Applicants are responsible for cleaning and restoring the site after the event. Please pick up all trash including paper, plastic, bottles, cans and event marketing signs. Any cost incurred by the Town due to the failure of an applicant to clean and/or restore the site following the event will be borne by the applicant. If you believe that no litter will be generated during your event, please state this in your plan.</i> |                                                                                        |                                     |                                     |

April 2014



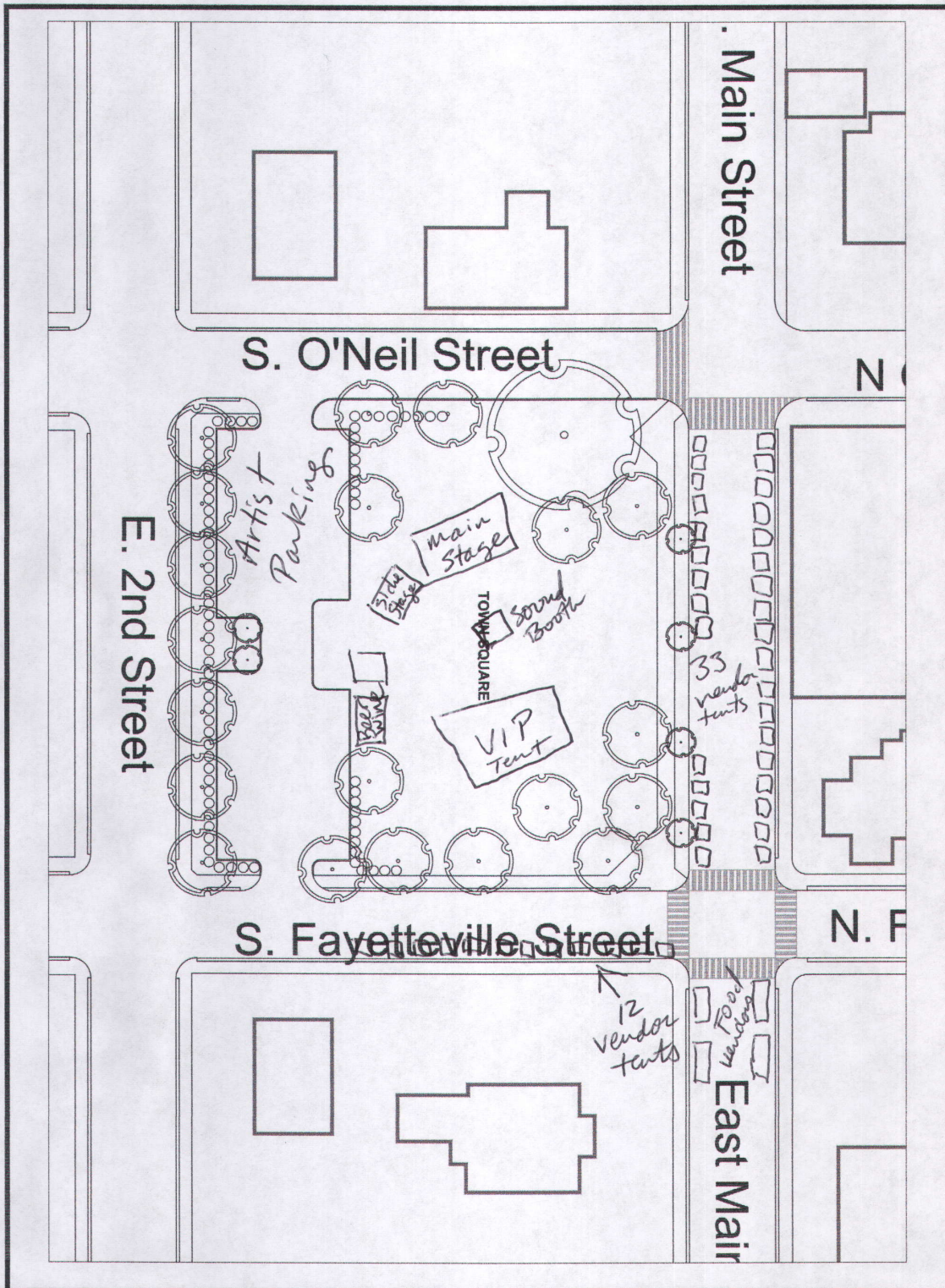
| SAFETY AND SECURITY                                                                                                                                                                                                             |                          | Yes                                 | No                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|-------------------------------------|
| 10. Will security be used during the event?                                                                                                                                                                                     |                          | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 11. Will overnight security be used?                                                                                                                                                                                            |                          | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 12. How many off duty officers will be used?                                                                                                                                                                                    |                          | 2                                   |                                     |
| 13. Please check the type(s) of security that will be used:                                                                                                                                                                     |                          |                                     |                                     |
| Alcohol Security                                                                                                                                                                                                                | Stage Security           | Event Area Security                 | Gate Security                       |
| <input type="checkbox"/>                                                                                                                                                                                                        | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 14. Date(s) and time(s) security will be on site:                                                                                                                                                                               |                          | 12pm - 8pm<br>1/18/14               |                                     |
| Applicant may be required to hire off-duty Town of Clayton police officers to provide security to insure public safety. The Town of Clayton Police Department will determine the number of security personnel required on site. |                          |                                     |                                     |

### SITE PLAN

*Provide a detailed Site-Plan sketch of the event. Include maps, outline or diagram of the entire event venue including the names of all streets or areas that are part of the venue and the surrounding area. The plan should include the following information (if applicable):*

- Location of the event/activity on the property. Showing adjacent streets/roads and boundaries.
- Location of temporary structures that will be used during the event. Must indicate size of temporary structures, distances between temporary structures and existing buildings.
- Identify how each temporary structure will be used. Example: type of vendor, food preparation, alcohol sales, etc.
- Identify location of all cooking devices and open flames. (Grills only)
- Location of all fencing, barricades, or other restrictions that will impair access to and from the event or property.
- Identify all designated parking areas.
- Identify location of any generators and fuel storage.





SHEET

REVISIONS

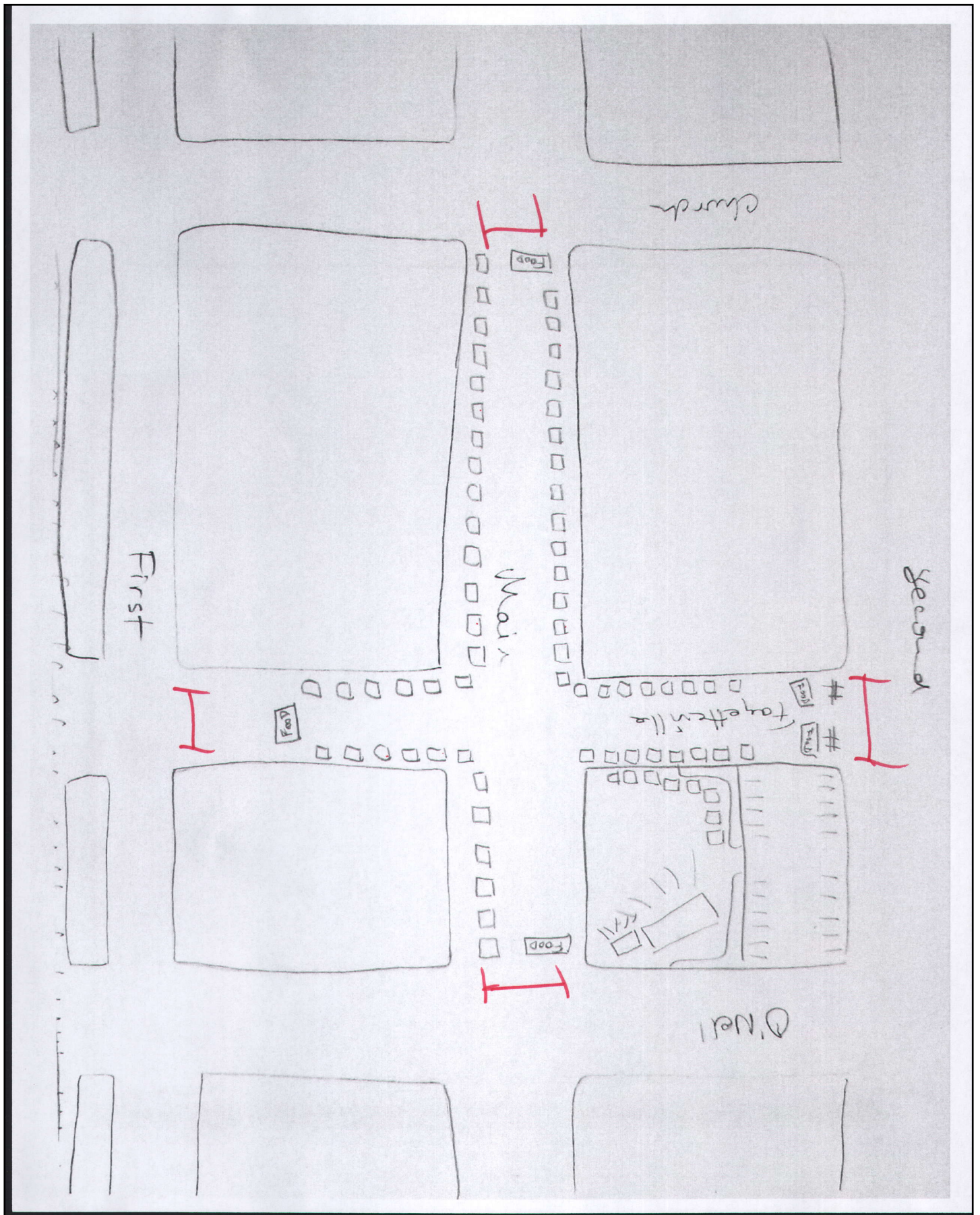
SCALE: 1" = 20'



Town Square Layout  
Town of Clayton, North Carolina  
Site Plan









## SITE PLAN SKETCH

*(Note: you may sketch site plan here or attach a drawing to the application.)*

April 2014



## EVENT BOUNDARY AND ROAD TRAFFIC PLAN

| EVENT TYPE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Yes                                 | No                       | Staff Notes |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------|-------------|
| 1. Will the event include use of public streets?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <input checked="" type="checkbox"/> | <input type="checkbox"/> |             |
| 2. How will the route be utilized?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                     |                          |             |
| <div style="display: flex; justify-content: space-between; font-size: small;"> <span>Pedestrian</span> <span>March or Walk</span> <span>Vehicle Only</span> <span>Vendors</span> <span>Foot Bicycle Race</span> <span>Other</span> </div> <div style="display: flex; justify-content: space-between;"> <span><input type="checkbox"/></span> <span><input type="checkbox"/></span> <span><input type="checkbox"/></span> <span><input checked="" type="checkbox"/></span> <span><input type="checkbox"/></span> <span><input checked="" type="checkbox"/></span> </div> |                                     |                          |             |
| 3. How many participants are expected?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Number                              |                          |             |
| 4. How many floats will participate?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |                          |             |
| 5. How many vehicles will participate?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                     |                          |             |
| 6. Will animals participate in the event?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Yes                                 | No                       |             |
| 7. If yes, please list the types of animals:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                     |                          |             |
| <b>EVENT BOUNDARIES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                     |                          |             |
| Please describe the event boundaries. If event is a road event then include route below. If there is more than one segment to the event, include start and finish times for each segment. (Example: The "GENERIC AWARENESS RUN" may include a 5K, a 10K, and a Fun Run).                                                                                                                                                                                                                                                                                                |                                     |                          |             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                     |                          |             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                     |                          |             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                     |                          |             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                     |                          |             |

## ROAD CLOSURE REQUESTS

All road closure requests are reviewed by the Town of Clayton. Approval, denial, or modification of road closure requests is at sole discretion of the Town, including but not limited to the route, placement and number of all barricades, signs and police/volunteer locations. If your event involves road closures, please attach a Route and Traffic Plan. Include the required information (listed below) and any additional information that you believe applies to your event.

| ROAD CLOSURE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Staff Notes |        |      |                                  |     |      |                                  |     |      |                           |     |      |                                                       |  |  |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--------|------|----------------------------------|-----|------|----------------------------------|-----|------|---------------------------|-----|------|-------------------------------------------------------|--|--|--|
| 1. List the street(s) and times in which street(s) will need to be closed (Please note that NC and US roadways require approval from the North Carolina Department of Transportation):                                                                                                                                                                                                                                                                                                                                                                                                          |             |        |      |                                  |     |      |                                  |     |      |                           |     |      |                                                       |  |  |  |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Street(s):</th> <th style="width: 25%;">Begins</th> <th style="width: 25%;">Ends</th> </tr> </thead> <tbody> <tr> <td>MAIN ST (From Oneil - Church St)</td> <td>7am</td> <td>11pm</td> </tr> <tr> <td>FRYDENLE STREET (From 2nd - 1st)</td> <td>7am</td> <td>11pm</td> </tr> <tr> <td>PARKING LOT @ TOWN SQUARE</td> <td>7am</td> <td>11pm</td> </tr> <tr> <td colspan="3" style="font-size: small;">*NOTE - WOULD BE NICE TO HAVE PARKING LOT ON FRYDENLE</td> </tr> </tbody> </table> | Street(s):  | Begins | Ends | MAIN ST (From Oneil - Church St) | 7am | 11pm | FRYDENLE STREET (From 2nd - 1st) | 7am | 11pm | PARKING LOT @ TOWN SQUARE | 7am | 11pm | *NOTE - WOULD BE NICE TO HAVE PARKING LOT ON FRYDENLE |  |  |  |
| Street(s):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Begins      | Ends   |      |                                  |     |      |                                  |     |      |                           |     |      |                                                       |  |  |  |
| MAIN ST (From Oneil - Church St)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 7am         | 11pm   |      |                                  |     |      |                                  |     |      |                           |     |      |                                                       |  |  |  |
| FRYDENLE STREET (From 2nd - 1st)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 7am         | 11pm   |      |                                  |     |      |                                  |     |      |                           |     |      |                                                       |  |  |  |
| PARKING LOT @ TOWN SQUARE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 7am         | 11pm   |      |                                  |     |      |                                  |     |      |                           |     |      |                                                       |  |  |  |
| *NOTE - WOULD BE NICE TO HAVE PARKING LOT ON FRYDENLE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |             |        |      |                                  |     |      |                                  |     |      |                           |     |      |                                                       |  |  |  |
| 2. How many participants are expected?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |             |        |      |                                  |     |      |                                  |     |      |                           |     |      |                                                       |  |  |  |
| <b>EVENT ROUTE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |             |        |      |                                  |     |      |                                  |     |      |                           |     |      |                                                       |  |  |  |
| DESCRIBE THE EVENT ROUTE BELOW. IF THERE IS MORE THAN ONE SEGMENT TO AN EVENT, INCLUDE START AND FINISH TIMES FOR EACH SEGMENT. (Example: The "GENERIC AWARENESS RUN" may include a 5K, a 10K, and a Fun Run)                                                                                                                                                                                                                                                                                                                                                                                   |             |        |      |                                  |     |      |                                  |     |      |                           |     |      |                                                       |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |             |        |      |                                  |     |      |                                  |     |      |                           |     |      |                                                       |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |             |        |      |                                  |     |      |                                  |     |      |                           |     |      |                                                       |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |             |        |      |                                  |     |      |                                  |     |      |                           |     |      |                                                       |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |             |        |      |                                  |     |      |                                  |     |      |                           |     |      |                                                       |  |  |  |
| Please note that white temporary water-base paint can be used to mark the route on the street pavement (May be purchased at common hardware stores such as Lowes, Home Depot, etc.).                                                                                                                                                                                                                                                                                                                                                                                                            |             |        |      |                                  |     |      |                                  |     |      |                           |     |      |                                                       |  |  |  |







7. If the event will utilize Home Square, a \$250.00 deposit is required following approval.
8. Prior to the Event, a meeting to review the incident action plan (IAP) is required

Upon completion of the steps above, the Planning Department will issue a Special Event Permit approval (with or without Conditions), or notify the applicant in writing that the request is denied.

**DO NOT ASSUME, ADVERTISE, OR PROMOTE YOUR EVENT UNTIL YOU HAVE A SIGNED PARADE PERMIT FROM THE TOWN OF CLAYTON POLICE DEPARTMENT. CONFLICTS DO ARISE AND CHANGES TO THE REQUEST MAY BE NECESSARY.**

#### USE OF TOWN OWNED PROPERTY

|                                                                                                      | Yes                                 | No                       |
|------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------|
| 1. Use policies and procedures obtained and submitted for use of any Town owned property or streets. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

#### DENIAL OR REVOCATION OF PERMIT

##### Denial

A Special Event Permit application may be denied if it is found that its granting would not be in the Town of Clayton's or the public's interest. Any applicant denied a permit to utilize Town-owned property for a special event shall receive a written statement outlining the grounds on which the denial is based. The applicant may appeal the denial of the application to the Town Council within fifteen working days of the written denial and the Town Council may take such corrective action as it shall find necessary. The findings and the determination of the Town Council shall be final.

##### Permit Revocation

The Town may revoke a permit issued pursuant to this section if the applicant or operator of the special event has:

1. Misrepresented or provided false information in the permit application;
2. Violated any provision of the Town of Clayton Unified Development Code or Johnston County Health Department regulations;
3. Violated any law, regulation or ordinance regarding the possession, sale, transportation or consumption of intoxicating beverages or controlled substances; or
4. Operated the special event in such a manner as to create a public nuisance or to constitute a hazard to the public health, safety or welfare, specifically including failure to keep the Town of Clayton owned property clean and free of refuse.

#### APPLICANT'S AFFIDAVIT

*I/We, the undersigned, do hereby make application and petition to the Planning Department of the Town of Clayton to approve the subject Special Event 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.*

*The undersigned does understand and agree to the rules and regulations that apply to a Special Event Permit.*

Applicant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

April 2014





|                  | Construction Costs: | Fees: | Permit Number: |
|------------------|---------------------|-------|----------------|
| General:         |                     |       |                |
| Electrical:      |                     |       |                |
| Plumbing:        |                     |       |                |
| Mechanical:      |                     |       |                |
| Fire Protection: |                     |       |                |

## COMMERCIAL PERMIT APPLICATION

### PROPERTY INFORMATION

PROPERTY OWNER TOWN OF CLAYTON  
PROPERTY ADDRESS 110 W MAIN ST. CLAYTON NC 27520  
SUBDIVISION \_\_\_\_\_ LOT # \_\_\_\_\_ POWER ☐ TOWN ☐ OTHER  
WATER SOURCE ☐ TOWN ☐ COUNTY ☐ WELL ☐ SEWER ☐ SEPTIC NATURAL GAS? ☐ YES ☐ NO  
PERMIT APPLICANT CLAYTON MID DAY ROTARY - Skindig  
APPLICANT ADDRESS 567 ROCK PILLAR RD, CLAYTON 27520  
PHONE NUMBER 919 438 8535 EMAIL DAVE@EARTHLOW.ORG

### CONTRACTOR INFORMATION

GENERAL GRAND RENTAL STATION ADDRESS 115 WOODWARD INDUSTRIAL CT  
LICENSE # \_\_\_\_\_ PHONE # 380 7368 CARY NC  
ELECTRIC \_\_\_\_\_ ADDRESS \_\_\_\_\_  
LICENSE # \_\_\_\_\_ PHONE # \_\_\_\_\_  
PLUMBING \_\_\_\_\_ ADDRESS \_\_\_\_\_  
LICENSE # \_\_\_\_\_ PHONE # \_\_\_\_\_  
MECHANICAL \_\_\_\_\_ ADDRESS \_\_\_\_\_  
LICENSE # \_\_\_\_\_ PHONE # \_\_\_\_\_  
FIRE \_\_\_\_\_ ADDRESS \_\_\_\_\_  
LICENSE # \_\_\_\_\_ PHONE # \_\_\_\_\_  
OTHER \_\_\_\_\_ ADDRESS \_\_\_\_\_  
LICENSE # \_\_\_\_\_ PHONE # \_\_\_\_\_

### CONSTRUCTION INFORMATION

☐ NEW ☐ ADDITION ☐ OTHER: 30X40 TEMP. TENT NOV 3rd - NOV 5th  
10 HEIGHT \_\_\_\_\_ # OF BEDROOMS \_\_\_\_\_ # OF STORIES \_\_\_\_\_ TOTAL SQ. FT. 1,200

### SIGNATURES

The undersigned does hereby declare that the information given above is correct and agrees to comply with all state and local law, local ordinances and regulations, the N.C. State Building Code, and any restrictions shown below.

APPLICANT'S SIGNATURE [Signature] DATE Aug. 15 17  
PRINT APPLICANT'S NAME R. DAVE BROWN w/ Earthlow  
INSPECTOR APPROVAL \_\_\_\_\_ DATE \_\_\_\_\_  
ZONING COMPLIANCE # \_\_\_\_\_  
CO FINAL \_\_\_\_\_ DATE \_\_\_\_\_

Inspections Department • P.O. Box 879 • Clayton, North Carolina 27528 • 111 E Second Street • Clayton, NC 27520  
[www.townofclaytonnc.org](http://www.townofclaytonnc.org)

Permit Pickup: After you are notified your permit is ready. Go to Customer Service on 1st floor to pay for and pickup your permit package.





## TOWN OF CLAYTON

Inspections Department  
P.O. Box 879  
Clayton, North Carolina 27528  
Office (919)553-5002  
Fax (919)553-1720

# COMMERCIAL PERMIT APPLICATION DOCUMENT LIST

BUILDER NAME \_\_\_\_\_

LOT #/ SUBDIVISION \_\_\_\_\_

ADDRESS \_\_\_\_\_

TO PREVENT DELAYS IN PLAN REVIEW, **ALL** PERMIT APPLICATIONS MUST INCLUDE:

- ☐ COMPLETED PERMIT APPLICATION
- ☐ 1 SET OF CONSTRUCTION DRAWINGS AND DETAILS
- ☐ 1 SET OF CONSTRUCTION DRAWINGS AND DETAILS IN PDF FOR INSPECTORS
- ☐ 1 SET OF CONSTRUCTION DRAWINGS AND DETAILS IN PDF FOR THE FIRE MARSHALL
- ☐ COPY OF COMMERCIAL DOCUMENT LIST
- ☐ 1 COPY OF WORKERS' COMPENSATION COMPLIANCE VERIFICATION
- ☐ 1 COPY OF LIEN AGENT INFORMATION (WWW.LIENSNC.COM)

IF AN ITEM DOES NOT APPLY TO YOUR PLANS, PLEASE INDICATE WITH N/A WHERE APPROPRIATE.

WELL/SEPTIC TANK PERMIT # \_\_\_\_\_

CONSTRUCTION DRAWINGS: (must include date drawn and "Drawn by" name)

FOUNDATION TYPE: CRAWL ☐ SLAB ☐ BASEMENT ☐

FLOOR PLAN: 1ST ☐ 2ND ☐ 3RD ☐ BASEMENT ☐

FRAMING LAYOUTS: 1ST ☐ 2ND ☐ 3RD ☐ ROOF ☐

FRAMING DETAILS: ☐

TRUSS DRAWINGS OR TRUSS LAYOUT (at time of rough-in): ☐

STEEL DETAILS: ☐

SCREENED PORCH DETAILS: ☐

OTHER: \_\_\_\_\_

CHECK ANY OF THE BELOW IF THEY APPLY

STRUCTURAL BEAMS - STEEL - LVL: ☐

TRUSS LAYOUT (at time of rough-in): ☐

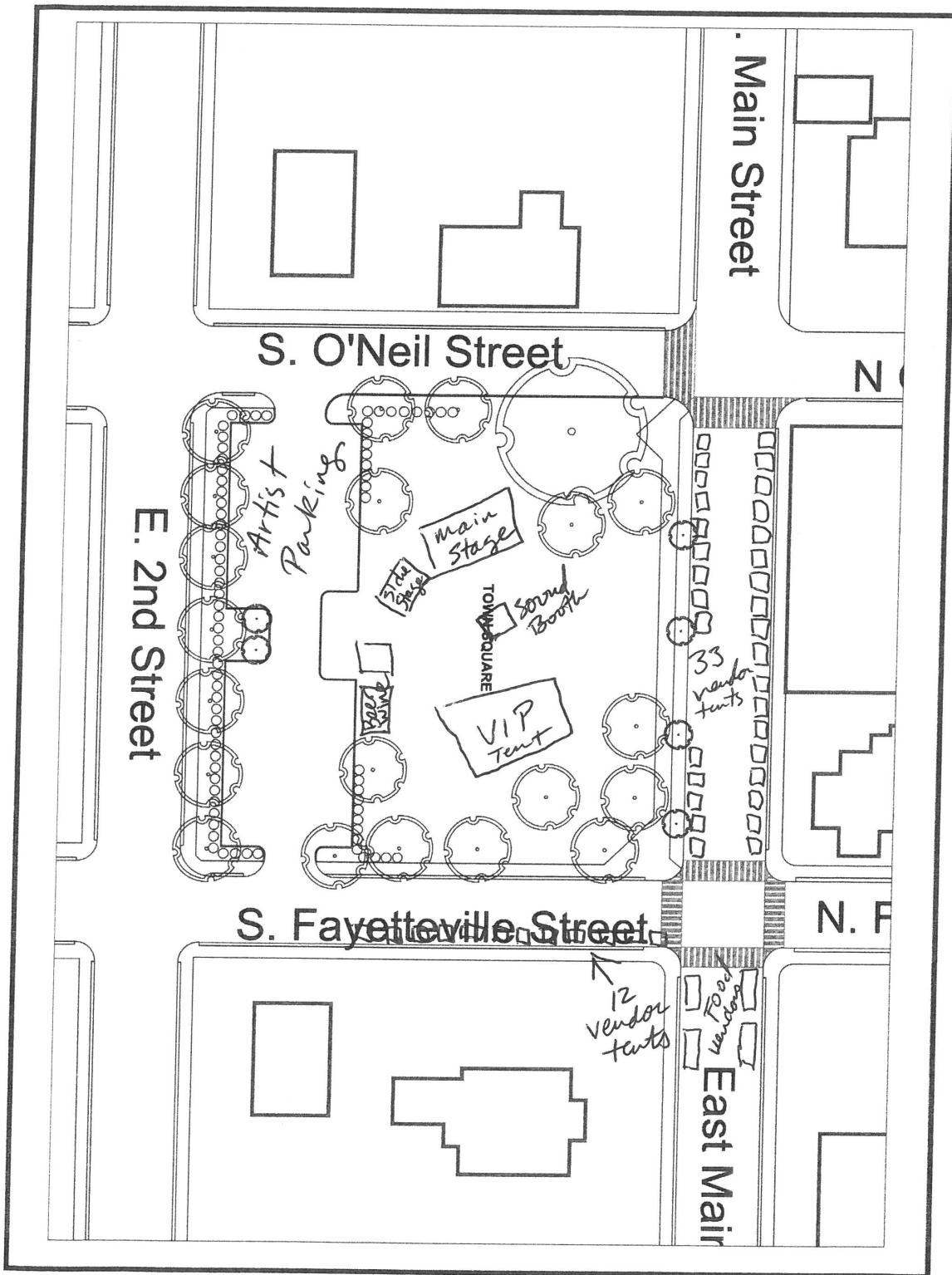
CONCENTRATED LOAD BEARINGS: ☐

TOTAL COST IS GREATER THAN \$90,000: ☐

If ANY box is checked above, Engineering Documents must have NC Registry Seal by Architect or P.E.

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[www.townofclaytonnc.org](http://www.townofclaytonnc.org)



SHEET

REVISIONS

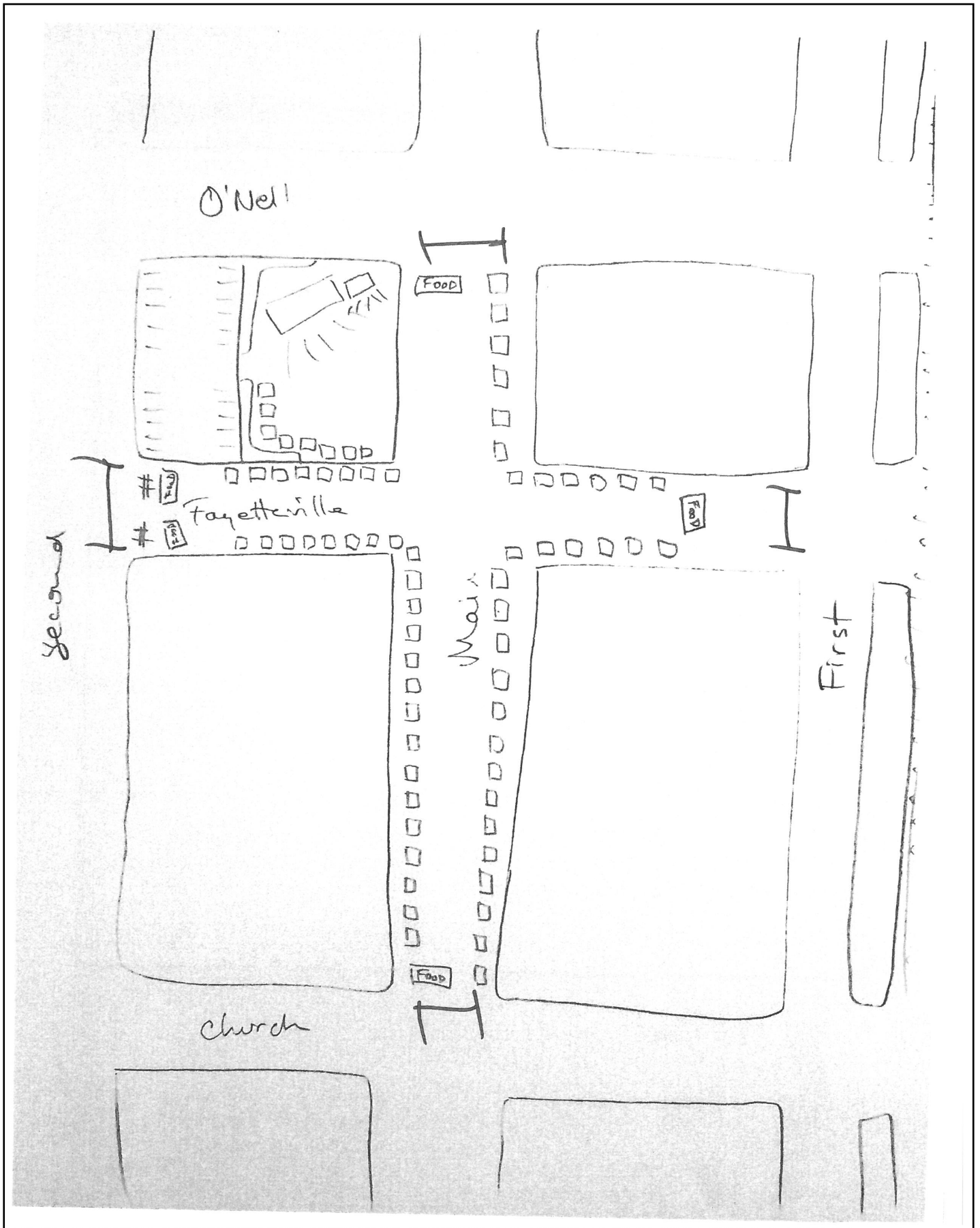
SCALE 1" = 20'

0' 10' 20' 30'



# Town Square Layout Town of Clayton, North Carolina Site Plan











## Town Council Agenda Cover Sheet

---

**Meeting Date**

October 16, 2017

**Agenda Location**

Introductions & Special Presentations

**Item Title**

Special Event Request - Christmas Village & Tree Lighting

**Presenter** (Name & Title)

Kaitlin Russo

**Summary/Description**

This is a request to close the following roads on Thursday, November 30th from 5 p.m. until 9 p.m.:

- Main St. from O'Neil to Smith
- Fayetteville from Main to Second
- Church from Main to Second
- Lombard from Main to Second
- Horne Square, Town Square and both parking lots

**Requested Action**

Place on Consent Agenda

**Additional Documents To Be Included in Agenda Packet**

Special Event Application (2017-10)





**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 EVENT PERMIT APPLICATION**

*Pursuant to Article 7, Section 155.712 of the Unified Development Code, a property owner/business owner within the jurisdiction of the Town (or a duly authorized agent) may apply for a Special Event Permit from the Planning Department. Special Event Permits are valid for a maximum 30 days within a one year time period.*

*Applications must be accompanied by one (1) copy of a site plan depicting the special event location, an Owner's Consent Form and the \$100.00 application fee (if applicable). All fees are due when the application is submitted.*

*NOTE: If the event is to be held on public property, approval to use the property must be obtained from Town Council; therefore the application must be submitted 90 days prior to the event.*

A special event is a non-routine happening or social activity such as a festival, concert, sporting event, parade, walk or run bringing people together in a defined area on Town property, right of way, or private property. Special events generally require Town services to ensure safety and coordination.

Applications and events are prioritized based on a first come-first served basis and the Town may approve or disapprove an event's requested date based on availability of resources. Events that occur on an annual basis will receive priority the following year.

**APPLICANT INFORMATION**

Name of Event: Christmas Village & Tree Lighting

Applicant Name and Title: Kaitlin Russo, Downtown Development Coordinator

Organization: Clayton Downtown Development Association, Inc.

Mailing (Billing) Address: PO Box 879

City: Clayton

State: NC

Zip Code: 27528

Daytime Phone: (919)359-9349

Cell: (919)452-3758

Email: krusso@townofclaytonnc.org

**EVENT INFORMATION**

Event Location: Main St. from Community Garden (439 E. Main) to Town Square

Event Address: Main St./Horne Square/Town Square

Parcel ID : \_\_\_\_\_

Date(s) of Event: November 30, 2017

Event Start Time: 5:00 p.m.

Event End Time: 8:30 p.m.

Will roads need to be closed: ☒ Yes ☐ No

Set Up Begins: Noon

Clean Up Ends: 9:30 p.m.

Estimated Attendance: 5,000+

Description of Event: Christmas tree lighting, student performances, live nativity, hand bells, trackless train, Santa photos

**TOWN OF CLAYTON STAFF USE ONLY**

Date Received: \_\_\_\_\_

Amount Paid: \_\_\_\_\_

Permit Number: 2017-10

April 2014



### ORGANIZATION INFORMATION

*Please complete the following information if the Special event is benefitting an organization or check the box if not applicable: ☒ N/A*

Is the Organization a 501(c) 3? ☒ Yes ☐ No

|                                                                              | Yes                                 | No                       |
|------------------------------------------------------------------------------|-------------------------------------|--------------------------|
| 1. Is the Special Event being held by or for the benefit of an organization? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Is the organization a 501(C)3                                             | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Briefly describe the purpose of the organization: \_\_\_\_\_

Name of Organization: Clayton Downtown Development Association

Organization Address: 111 E. Second Street, Clayton, NC 27528

Organization Contact Name: Kaitlin Russo Phone Number: (919)359-9349

Organization Email: krusso@townofclaytonnc.org

Federal Identification Number: \_\_\_\_\_

### TENTS & MEMBRANE STRUCTURES

**\*\* A TENT is a structure, enclosure, or shelter, with or without sidewalls or drops\*\***

| To be completed by the applicant:                                                                                                                                                 |                                     |                                     | To be completed by staff:<br>Permit/Inspections Required? |    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|-----------------------------------------------------------|----|
|                                                                                                                                                                                   | Yes                                 | No                                  | Yes                                                       | No |
| 1. Will tents be used at the event?                                                                                                                                               | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |                                                           |    |
| 2. How many tents will be used?                                                                                                                                                   | 2-3 Info Tents                      |                                     |                                                           |    |
| 3. What is the size of the tents being used? <i>Please note that tents greater than 240 square feet in size require a building permit and associated inspections.</i>             | 10X10                               |                                     |                                                           |    |
| 4. Are there multiple tents without sidewalls being placed side by side? <i>Please note that 12 feet of separation is required between all tents larger than 700 square feet.</i> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |                                                           |    |

**\*\* A MEMBRANE structure is an air-inflated or air supported structure \*\***

| To be completed by the applicant:                     |                          |                                     | To be completed by staff:<br>Permit/Inspections Required? |    |
|-------------------------------------------------------|--------------------------|-------------------------------------|-----------------------------------------------------------|----|
|                                                       | Yes                      | No                                  | Yes                                                       | No |
| 1. Will a membrane structure(s) be used at the event? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |                                                           |    |
| 2. How many membrane structures will be used?         |                          |                                     |                                                           |    |

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### POWER SOURCES

| To be completed by the applicant:                               | Yes                      | No                       | Staff Notes |
|-----------------------------------------------------------------|--------------------------|--------------------------|-------------|
| 1. Will you use electric generators?                            | <input type="checkbox"/> | <input type="checkbox"/> |             |
| 2. Will you use a Town of Clayton power source?                 | <input type="checkbox"/> | <input type="checkbox"/> |             |
| PLEASE NOTE: NO direct wiring to any power source is permitted. |                          |                          |             |

### VOICE/MUSIC AMPLIFICATION

|                                                                                                         | Yes                                 | No                       | Staff Notes |
|---------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------|-------------|
| 1. Are there any musical entertainment features related to your event? (If no, proceed to next section) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |             |
| If yes, state the number of bands:                                                                      |                                     |                          |             |
| 2. Will a temporary stage be utilized?                                                                  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |             |
| If yes, please state the number of stages                                                               | 2                                   |                          |             |
| 3. Will the event use amplified sound?                                                                  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |             |
| If yes, please list start time and finish time.                                                         | Start Time<br>5:00 p.m.             | Finish Time<br>8:30 p.m. |             |

### HAZARDOUS MATERIALS

|                                                                                                                                                                                                                                                                                                                     | Yes                      | No                                  | Staff Notes |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|-------------|
| 1. Will the event have any hazardous materials such as propane, butane, gasoline, diesel tanks, helium cylinders or other upright tanks? <i>If yes, note that all tanks must be secured in a manner to prevent accidentally being knocked over. All helium tanks not being used shall have their caps in place.</i> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |             |
| 2. Will there be any portable heaters?                                                                                                                                                                                                                                                                              | <input type="checkbox"/> | <input checked="" type="checkbox"/> |             |
| 3. Will there be any deep fat fryers?                                                                                                                                                                                                                                                                               | <input type="checkbox"/> | <input checked="" type="checkbox"/> |             |
| 4. Will there be any fireworks, lasers, torches, candles or pyrotechnics? <i>If yes, please contact the Fire Marshall for more 919-553-1520 information.</i>                                                                                                                                                        | <input type="checkbox"/> | <input checked="" type="checkbox"/> |             |

### ALCOHOL

|                                                                                                                                           | Yes                      | No                                  | Staff Notes |
|-------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|-------------|
| 1. Will alcoholic beverages be served? <i>If yes, an ABC permit is required.</i>                                                          | <input type="checkbox"/> | <input checked="" type="checkbox"/> |             |
| 2. Will alcoholic beverages be sold? <i>If yes, an ABC permit is required.</i>                                                            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |             |
| 3. What type of alcohol will be served?                                                                                                   |                          |                                     |             |
| Draft Beer                                                                                                                                | <input type="checkbox"/> |                                     |             |
| Can/Bottle Beer                                                                                                                           | <input type="checkbox"/> |                                     |             |
| Wine                                                                                                                                      | <input type="checkbox"/> |                                     |             |
| Liquor                                                                                                                                    | <input type="checkbox"/> |                                     |             |
| 4. Who will be serving the alcohol? <i>Please identify on the site plan the locations within event site where alcohol will be served.</i> |                          |                                     |             |
| 5. List times that alcohol will be served                                                                                                 | Start Time               | Finish Time                         |             |
| 6. Copies of the ABC permit should be submitted upon receipt to the Planning Department.                                                  |                          |                                     |             |



## VENDORS

|                                                                                                                                                                                                                                                                                                                                                                                                            | Yes                                 | No                                  | Staff Notes              |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|--------------------------|
| 1. Will the event include mechanical rides, or other similar attractions? <i>Applicants contracting with amusement ride companies are required to provide the Town of Clayton with a certificate of insurance, naming applicant and the Town of Clayton (if applicable) as additional insured on general liability.</i>                                                                                    | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |                          |
| 2. Please list/describe rides and attractions: <b>Trackless train</b>                                                                                                                                                                                                                                                                                                                                      |                                     |                                     |                          |
| 3. Does the event have food vendors?                                                                                                                                                                                                                                                                                                                                                                       | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |                          |
| If yes, check all that apply:                                                                                                                                                                                                                                                                                                                                                                              |                                     |                                     |                          |
| Served                                                                                                                                                                                                                                                                                                                                                                                                     | Sold                                | Free                                | Catered                  |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                   | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> |
|                                                                                                                                                                                                                                                                                                                                                                                                            |                                     |                                     |                          |
| 4. If the event includes food concessions and/or cooking areas: <i>Event organizers are required to submit a Temporary Food Event Sponsor form with Johnston County Environmental Health (919-989-5180) at least 14 days prior to the event. A copy of the application must be submitted to the Planning Department at the same time. Fire Code requires a fire extinguisher at each cooking location.</i> | <input type="checkbox"/>            | <input type="checkbox"/>            |                          |

## TOWN SERVICES

*The Town of Clayton does not provide amenities such as portable washrooms, sound systems, tables, chairs, tents, canopies or other equipment. The applicant is responsible for arranging and providing services such as solid waste, wastewater, event clean up, traffic control, etc.*

| TRASH RECEPTILES/ROLL-OUT CARTS                                                                                                                                                                                                                                                                                                                                                                                                             | Yes                                 | No                                  | Staff Notes              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|--------------------------|
| 1. Does the event require roll-out carts?                                                                                                                                                                                                                                                                                                                                                                                                   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |                          |
| 2. What types of trash will be discarded?                                                                                                                                                                                                                                                                                                                                                                                                   |                                     |                                     |                          |
| Aluminum Cans                                                                                                                                                                                                                                                                                                                                                                                                                               | Glass Bottles / Jars                | Plastic Bottles / Cups              | Paper Cups / Plates      |
| <input checked="" type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                         | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                     |                                     |                          |
| 3. How many trash roll-out carts are needed?                                                                                                                                                                                                                                                                                                                                                                                                | Number                              |                                     |                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                             | 4                                   |                                     |                          |
| 4. How many recycle roll-out carts are needed?                                                                                                                                                                                                                                                                                                                                                                                              | 4                                   |                                     |                          |
| 5. Delivery location?                                                                                                                                                                                                                                                                                                                                                                                                                       | 2 @ Home Sq. & 2 @ Town Sq.         |                                     |                          |
| 6. Date rollout carts are to be delivered/picked up?                                                                                                                                                                                                                                                                                                                                                                                        | Delivered                           | Picked-up                           |                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                     |                                     |                          |
| <b>PUBLIC PROPERTY CLEAN-UP</b>                                                                                                                                                                                                                                                                                                                                                                                                             |                                     | Yes                                 | No                       |
| 7. Will portable toilets be used during the event?                                                                                                                                                                                                                                                                                                                                                                                          | <input type="checkbox"/>            | <input type="checkbox"/>            |                          |
| 8. Date portable toilets will be delivered/and removed?                                                                                                                                                                                                                                                                                                                                                                                     | Delivered                           | Picked-up                           |                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                     |                                     |                          |
| 9. What is the clean-up plan for the event?                                                                                                                                                                                                                                                                                                                                                                                                 |                                     |                                     |                          |
| <i>Applicants are responsible for cleaning and restoring the site after the event. Please pick up all trash including paper, plastic, bottles, cans and event marketing signs. Any cost incurred by the Town due to the failure of an applicant to clean and/or restore the site following the event will be borne by the applicant. If you believe that no litter will be generated during your event, please state this in your plan.</i> |                                     |                                     |                          |

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| SAFETY AND SECURITY                                                                                                                                                                                                                    |                          |                          |                          | Yes                      | No                                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|
| 10. Will security be used during the event?                                                                                                                                                                                            |                          |                          |                          | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 11. Will overnight security be used?                                                                                                                                                                                                   |                          |                          |                          | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 12. How many off duty officers will be used?                                                                                                                                                                                           |                          |                          |                          | Clayton PD               |                                     |
| 13. Please check the type(s) of security that will be used:                                                                                                                                                                            |                          |                          |                          |                          |                                     |
| Alcohol Security                                                                                                                                                                                                                       | Stage Security           | Event Area Security      | Gate Security            | Money Handling Security  | Other                               |
| <input type="checkbox"/>                                                                                                                                                                                                               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 14. Date(s) and time(s) security will be on site:                                                                                                                                                                                      |                          |                          |                          |                          |                                     |
| <i>Applicant may be required to hire off-duty Town of Clayton police officers to provide security to insure public safety. The Town of Clayton Police Department will determine the number of security personnel required on site.</i> |                          |                          |                          |                          |                                     |

### SITE PLAN

*Provide a detailed Site-Plan sketch of the event. Include maps, outline or diagram of the entire event venue including the names of all streets or areas that are part of the venue and the surrounding area. The plan should include the following information (if applicable):*

- Location of the event/activity on the property. Showing adjacent streets/roads and boundaries.
- Location of temporary structures that will be used during the event. Must indicate size of temporary structures, distances between temporary structures and existing buildings.
- Identify how each temporary structure will be used. Example: type of vendor, food preparation, alcohol sales, etc.
- Identify location of all cooking devices and open flames. (Grills only)
- Location of all fencing, barricades, or other restrictions that will impair access to and from the event or property.
- Identify all designated parking areas.
- Identify location of any generators and fuel storage.



### SITE PLAN SKETCH

*(Note: you may sketch site plan here or attach a drawing to the application.)*

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### EVENT BOUNDARY AND ROAD TRAFFIC PLAN

| EVENT TYPE                                                                                                                                                                                                                                                               |                          |                          |                          |                          | Yes                                 | No                       | Staff Notes |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|-------------|
| 1. Will the event include use of public streets?                                                                                                                                                                                                                         |                          |                          |                          |                          | <input checked="" type="checkbox"/> | <input type="checkbox"/> |             |
| 2. How will the route be utilized?                                                                                                                                                                                                                                       |                          |                          |                          |                          |                                     |                          |             |
| Parade                                                                                                                                                                                                                                                                   | March or Walk            | Vehicles Only            | Vendors                  | Foot/Bicycle Race        | Other                               |                          |             |
| <input type="checkbox"/>                                                                                                                                                                                                                                                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |                          |             |
| 3. How many participants are expected?                                                                                                                                                                                                                                   |                          |                          |                          |                          | Number                              |                          |             |
|                                                                                                                                                                                                                                                                          |                          |                          |                          |                          | 5000+                               |                          |             |
| 4. How many floats will participate?                                                                                                                                                                                                                                     |                          |                          |                          |                          | 0                                   |                          |             |
| 5. How many vehicles will participate?                                                                                                                                                                                                                                   |                          |                          |                          |                          | 0                                   |                          |             |
|                                                                                                                                                                                                                                                                          |                          |                          |                          |                          | Yes                                 | No                       |             |
| 6. Will animals participate in the event?                                                                                                                                                                                                                                |                          |                          |                          |                          | <input checked="" type="checkbox"/> | <input type="checkbox"/> |             |
| 7. If yes, please list the types of animals:                                                                                                                                                                                                                             |                          |                          |                          |                          |                                     |                          |             |
| Animals associated with the live nativity (donkeys, sheep, etc.)                                                                                                                                                                                                         |                          |                          |                          |                          |                                     |                          |             |
|                                                                                                                                                                                                                                                                          |                          |                          |                          |                          |                                     |                          |             |
| <b>EVENT BOUNDARIES</b>                                                                                                                                                                                                                                                  |                          |                          |                          |                          |                                     |                          |             |
| Please describe the event boundaries. If event is a road event then include route below. If there is more than one segment to the event, include start and finish times for each segment. (Example: The "GENERIC AWARENESS RUN" may include a 5K, a 10K, and a Fun Run). |                          |                          |                          |                          |                                     |                          |             |
| Main St. from O'Neil to Smith                                                                                                                                                                                                                                            |                          |                          |                          |                          |                                     |                          |             |
|                                                                                                                                                                                                                                                                          |                          |                          |                          |                          |                                     |                          |             |
|                                                                                                                                                                                                                                                                          |                          |                          |                          |                          |                                     |                          |             |
|                                                                                                                                                                                                                                                                          |                          |                          |                          |                          |                                     |                          |             |
|                                                                                                                                                                                                                                                                          |                          |                          |                          |                          |                                     |                          |             |

### ROAD CLOSURE REQUESTS

*All road closure requests are reviewed by the Town of Clayton. Approval, denial, or modification of road closure requests is at sole discretion of the Town, including but not limited to the route, placement and number of all barricades, signs and police/volunteer locations. If your event involves road closures, please attach a Route and Traffic Plan. Include the required information (listed below) and any additional information that you believe applies to your event.*

| ROAD CLOSURE                                                                                                                                                                                                   |  |         |         | Staff Notes |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------|---------|-------------|
| 1. List the street(s) and times in which street(s) will need to be closed (Please note that NC and US roadways require approval from the North Carolina Department of Transportation):                         |  |         |         |             |
| Street(s):                                                                                                                                                                                                     |  | Begins  | Ends    |             |
| Main St. from O'Neil St. to Smith St.                                                                                                                                                                          |  | 5:00 pm | 9:00 pm |             |
| Fayetteville from Main to Second                                                                                                                                                                               |  | 5:00 pm | 9:00 pm |             |
| Church St. from Main to Second                                                                                                                                                                                 |  | 5:00 pm | 9:00 pm |             |
| Lombard St. from Main to Second                                                                                                                                                                                |  | 5:00 pm | 9:00 pm |             |
| 2. How many participants are expected?                                                                                                                                                                         |  | Number  |         |             |
|                                                                                                                                                                                                                |  | 5,000 + |         |             |
| <b>EVENT ROUTE</b>                                                                                                                                                                                             |  |         |         | Staff Notes |
| DESCRIBE THE EVENT ROUTE BELOW. IF THERE IS MORE THAN ONE SEGMENT TO AN EVENT, INCLUDE START AND FINISH TIMES FOR EACH SEGMENT. (Example: The "GENERIC AWARENESS RUN" may include a 5K, a 10K, and a Fun Run). |  |         |         |             |
| n/a                                                                                                                                                                                                            |  |         |         |             |
|                                                                                                                                                                                                                |  |         |         |             |
|                                                                                                                                                                                                                |  |         |         |             |
|                                                                                                                                                                                                                |  |         |         |             |
| Please note that <u>white temporary water-base paint</u> can be used to mark the route on the street pavement (May be purchased at common hardware stores such as Lowes, Home Depot, etc.).                    |  |         |         |             |



### ROAD CLOSURE/DETOUR PLAN

*Illustrate a plan to include roads that you are requesting to be closed to vehicular or other traffic for your event. Include all proposed locations for barricades, signs and police/volunteers. Identify the proposed locations for emergency access lanes (Minimum 20' width) throughout the event site. Describe planned arrangements to resolve conflicts with people trying to reach businesses, their own residences, places of worship and public facilities including public transportation.*

*(Note: you may sketch site plan here or attach a drawing to the application.)*

### SPECIAL EVENT PROCESSING

*The applicant must follow the steps below in chronological order to ensure successful processing of the Special Event request:*

1. Request a pre-application meeting with the Planning Department to discuss the scope of the Special Event. If the event is downtown, the meeting must include the Downtown Development Coordinator.
2. Submit a completed application with any important supplemental information.
3. Provide proof of \$1,000,000 General Liability Insurance. Certificate naming Town of Clayton as Additional Insured may be required.
4. Meet with the Special Events Committee to review the request, receive comments and a recommendation of approval for the event.
5. If Special Events Committee approves, a staff request will be made to the Town Clerk in order to be placed on a Town Council agenda if Town services or road closures are necessary.
6. Upon agenda scheduling, applicant will present the Special Event request to Town Council to receive authorization.

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7. If the event will utilize Horne Square, a \$250.00 deposit is required following approval.
8. Prior to the Event, a meeting to review the incident action plan (IAP) is required

Upon completion of the steps above, the Planning Department will issue a Special Event Permit approval (with or without Conditions), or notify the applicant in writing that the request is denied.

**DO NOT ASSUME, ADVERTISE, OR PROMOTE YOUR EVENT UNTIL YOU HAVE A SIGNED PARADE PERMIT FROM THE TOWN OF CLAYTON POLICE DEPARTMENT. CONFLICTS DO ARISE AND CHANGES TO THE REQUEST MAY BE NECESSARY.**

#### USE OF TOWN OWNED PROPERTY

|                                                                                                      | Yes                                 | No                       |
|------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------|
| 1. Use policies and procedures obtained and submitted for use of any Town owned property or streets. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

#### DENIAL OR REVOCATION OF PERMIT

##### Denial

A Special Event Permit application may be denied if it is found that its granting would not be in the Town of Clayton's or the public's interest. Any applicant denied a permit to utilize Town-owned property for a special event shall receive a written statement outlining the grounds on which the denial is based. The applicant may appeal the denial of the application to the Town Council within fifteen working days of the written denial and the Town Council may take such corrective action as it shall find necessary. The findings and the determination of the Town Council shall be final.

##### Permit Revocation

The Town may revoke a permit issued pursuant to this section if the applicant or operator of the special event has:

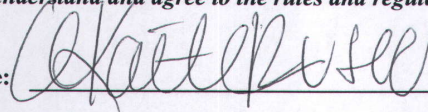
1. Misrepresented or provided false information in the permit application;
2. Violated any provision of the Town of Clayton Unified Development Code or Johnston County Health Department regulations;
3. Violated any law, regulation or ordinance regarding the possession, sale, transportation or consumption of intoxicating beverages or controlled substances; or
4. Operated the special event in such a manner as to create a public nuisance or to constitute a hazard to the public health, safety or welfare, specifically including failure to keep the Town of Clayton owned property clean and free of refuse.

#### APPLICANT'S AFFIDAVIT

*I/We, the undersigned, do hereby make application and petition to the Planning Department of the Town of Clayton to approve the subject Special Event 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.*

*The undersigned does understand and agree to the rules and regulations that apply to a Special Event Permit.*

Applicant's Signature:



Date:

2/10/2017

April 2014



NORTH CAROLINA  
JOHNSTON COUNTY



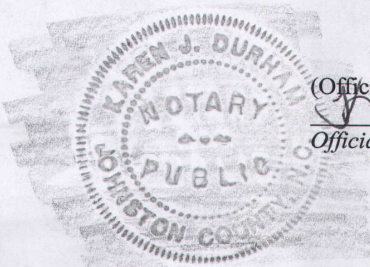
INDEMNIFICATION AGREEMENT

I, Kaitlin Russo have submitted an application for a Special Event Permit for Town Square and Home Square on property owned by the Town of Clayton. As the authorized applicant/authorized representative for the Special Event, I hereby agree to indemnify and hold the Town of Clayton, its officers, agents and employees, harmless from all claims, liabilities, demands, expenses, of any nature or kind, expresses or implied, whether sounding in tort or in contract that may be asserted against the Town, its officials, agents and employees by any person, firm, or corporation, that may arise out of any acts or omissions, active or passive, related to operating an event on the Town's property.

Kaitlin Russo

Signature of Applicant & Authorized Representative of Event

Sworn to (or affirmed) and subscribed before me this the 10 day of February, 20 17.



(Official Seal)

Karen J. Durham  
Official Signature of Notary

Karen J. Durham, Notary Public  
Notary's printed or typed name

My commission expires: Sept 2, 2019



## USE POLICIES & PROCEDURES FOR TOWN SQUARE & HORNE SQUARE

### PURPOSE

The purpose of this policy is to establish guidelines for the use of Town Square, located at 110 W. Main Street at its intersection with Fayetteville Street and Horne Square, located at 348 E. Main Street at its intersection with Lombard Street. Town Square and Horne Square are public spaces that may be used to help further the vision of downtown Clayton as a 'regional center for artistic expression and destination where people, businesses, and the arts thrive.'

### ELIGIBLE USES

Subject to approval, and in compliance with the guidelines listed herein, the following uses may be permitted in Town Square or Horne Square:

- Established non-profit, civic, and similar organizations may, from time to time, make use of Town Square or Horne Square as approved by the Town of Clayton in compliance with these guidelines.
- Eligible public uses of Town Square or Horne Square include cultural, arts-related, educational and other non-commercial uses.
- Other uses deemed appropriate by Town Council.

Ineligible uses include, but are not limited to:

- Yard sales, private or ticketed events.

The Town of Clayton may refuse use of the property to any group that it deems as failing to meet the criteria or purposes stated herein, at its sole discretion.

### GENERAL POLICIES AND PROCEDURES

To use Town Square or Horne Square, the following policies and procedures must be followed.

- A. A **Special Event Application**, for a Special Event Permit, must be submitted to Town of Clayton Planning Department at least 30 days prior to event; if request includes street closures, a minimum of 90 days is required.
- B. All users must adhere to all ordinances of the Town of Clayton, including securing Town of Clayton Sign Permits prior to issuance of Special Events Permit. (Planning, Zoning & Inspections Office located on Floor G2 of The Clayton Center/Town Hall.)
- C. The property shall not be used for commercial or "for profit" purposes except as a fundraiser in support of an established non-profit organization and as approved by the Town of Clayton.
- D. The primary purpose of Horne Square is to provide parking for visitors to Downtown Clayton. Whenever possible, use of the property for special events shall be located on the property so as to



accommodate its primary purpose as a public parking lot.

- E. No organization may use the property more than two (2) times per calendar year.
- F. The parking lot at Horne Square shall not be closed to public use more than six (6) times per year.
- G. No ground stakes may be used by the user or any agent of the user for any purpose including securing tents, signage, staging, etc.
- H. No vehicles of any kind allowed on Town Square for any purpose, with the exception of mobile stages. No vehicles are allowed on Horne Square pavers, unless conditional considerations are noted on the Special Events Application and Permit.
- I. Due to fire and safety regulations, no fireworks or open fires are allowed.
- J. ***Children attending events should be supervised at all times due to proximity of busy roads and traffic.***
- K. The user agrees to protect and hold harmless the Town of Clayton and all employees from and against any claims, actions, damages, injury or loss that occurs in relation to event. ***Event holders shall carry General Liability Insurance in the amount of \$1,000,000 combined limit policy for bodily injury and property damage, and include the Town, its officers, employees and agents as additional insured's under the policy.***
- L. Upon completion of the event, all banners, signs, decoration and other materials must be completely removed from the premises.
- M. All users shall leave the property in a clean and safe condition restored to the state and condition which existed prior to their use.
- N. All activities must be planned and conducted in a safe, healthy, and orderly fashion. The Town of Clayton reserves the right to immediately cancel, without compensation or other consideration, any event not conducted in a safe, healthy and orderly fashion.

#### **ALCOHOL POLICY**

In order for alcohol to be served during an event on Horne Square, the following applies:

- A. User must indicate the intent to serve/sell alcohol in the Special Event Application.
- B. State law requires that an ABC Special Use Permit be secured from the NC ABC Commission by the user for any event serving unfortified beer and/or wine if the event is ticketed and/or if wine/beer is sold or transacted via donations *unless* the user is using a licensed caterer to provide and serve it. The Town of Clayton requires this permit to be on file with the Planning Department no later than 1 week prior to event date.
- C. State law requires that, in order to serve fortified wine and liquor at any event (whether ticketed or not), an ABC Special Use Permit must be secured via the NC ABC Commission *unless* the user is using a fully licensed and insured caterer to serve it.



- D. The Town of Clayton *requires Event Holders to carry General Liability Insurance with \$2,000,000 liquor liability coverage* at events where alcohol is served *unless* liability is covered by a fully licensed and insured caterer. In *both* cases, the Town of Clayton must be added *as an "Additional Insured"* specifying event date and time. *A copy of the certificate* for the file is required 1 week prior to event. The Town of Clayton waives all liability for illness or injury related to the consumption of alcohol on premises.
- E. All alcohol must be bartended. No self-service alcohol by attendees is permitted. Kegs are allowed, but only as managed by the bartender(s).
- F. At events where minors are present and alcohol is served, the user is responsible to establish a system of checking ID's and identifying minors with bartender(s)/caterer.
- G. At events where alcohol is served, The Town of Clayton requires the user to employ a Security Officer thru the Town of Clayton Police Department for the duration of the event at an hourly rate of \$25 with a 3-hour minimum. Payment is to be paid directly to the Security Officer on the date of contracted event. (Assigned officer's name communicated to user by Police Department within 5 days of event.)

#### **DAMAGE DEPOSIT POLICY**

A discretionary \$250.00 Damage/Cleanup Deposit may be required for any use, refundable after 15 days of event date provided Town Square/Horne Square suffers no damage as a result of event. Should damages occur, an itemized statement of repairs will be provided to the user along with a refund of the remaining deposit. If damages exceed \$250.00, an invoice will be sent to the user with an itemized statement of repairs.

If Town Square/Horne Square is not adequately cleared of event-related debris, including signage, within 12 hours of the event, a \$150 clean up fee will be either deducted from Damage Deposit or invoiced post-event and due within 2 weeks of receipt.

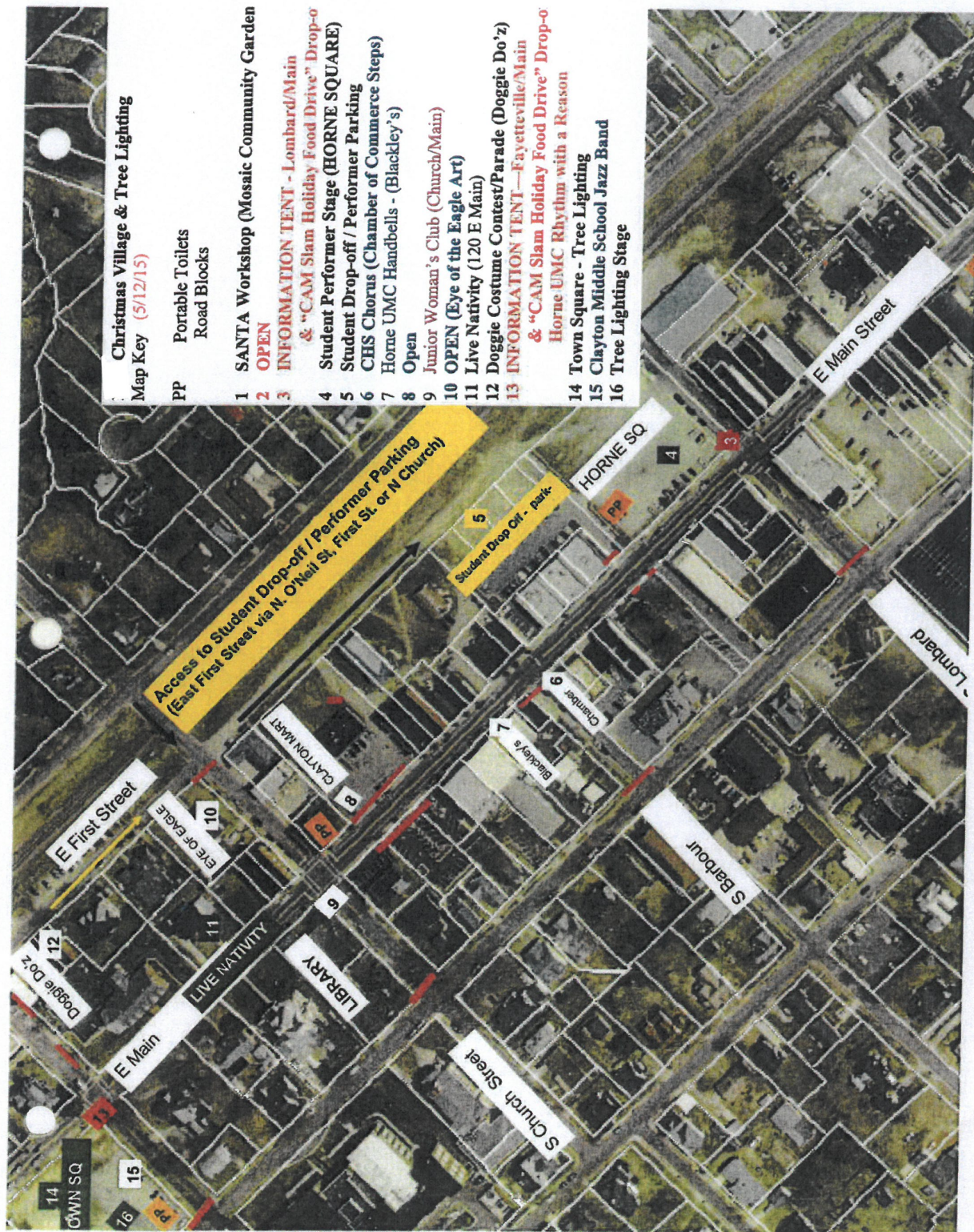
***As a potential user of Town Square or Horne Square, I fully understand and agree to the policies and procedures listed herein.***

User Signature: Kaitlin Russo

Date: 2/10/17

Print Name: Kaitlin Russo









## Town Council Agenda Cover Sheet

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**Meeting Date**

October 16, 2017

**Agenda Location**

Other Business

**Item Title**

Developers Agreement - 231 E. Second Street

**Presenter** (Name & Title)

David DeYoung, Planning & Development Director & Charles Meeker, Town Attorney

**Summary/Description**

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

**Requested Action**

Place on Consent Agenda

**Additional Documents To Be Included in Agenda Packet**

Negotiated Developers Agreement



FOR COUNCIL AGENDA 10/16/17

**DEVELOPMENT AGREEMENT**

**BY AND BETWEEN**

**COMMUNITYSMITH, LLC**

**AND**

**THE TOWN OF CLAYTON, NORTH CAROLINA**

**Effective Date: October \_\_, 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 U.S. Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (attached as Exhibit D) and the 2001 Downtown Improvement Project Architectural Guidelines (attached as Exhibit E) 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 (4<sup>th</sup>) 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 D Secretary of the Interior's Standards for Rehabilitation
- EXHIBIT E 2001 Downtown Improvement Project Architectural Guidelines

EXHIBIT A

Legal Description of Old Town Hall Property

[TO BE ATTACHED]

EXHIBIT B

Historic Preservation Agreement And Restrictions

[TO BE ATTACHED]



EXHIBIT C  
PARKING AGREEMENT  
[TO BE ATTACHED]

EXHIBIT D

Secretary of the Interior's Standards  
for Rehabilitation

[TO BE ATTACHED]

EXHIBIT E

2001 Downtown Improvement Project Architectural Guidelines

[TO BE ATTACHED]



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 Residential 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 15<sup>th</sup> 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