

Jody L. McLeod
MAYOR

Bruce Thompson
TOWN ATTORNEY

Steve Biggs
TOWN MANAGER



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

Michael Grannis
MAYOR PRO TEM

TOWN COUNCIL MEETING

DECEMBER 17, 2012

AGENDA

MAYOR AND TOWN COUNCIL

**MAYOR JODY L. MCLEOD
MAYOR PRO TEM MICHAEL GRANNIS
COUNCILMAN BOB SATTERFIELD**

**COUNCILMAN ART HOLDER
COUNCILMAN R.S. "BUTCH" LAWTER, JR.
COUNCILMAN JASON THOMPSON**

TOWN STAFF

**STEVE BIGGS, TOWN MANAGER
SHERRY L. SCOGGINS, TOWN CLERK
BRUCE THOMPSON II, TOWN ATTORNEY**

AGENDA
THE WORK SESSION MEETING OF THE CLAYTON TOWN COUNCIL

MONDAY, DECEMBER 17, 2012
6:30 PM

THE CLAYTON CENTER
COUNCIL CHAMBERS

1. **CALL TO ORDER**
Pledge of Allegiance & Invocation – Mayor Jody L. McLeod
2. **ADJUSTMENT OF THE AGENDA**
3. **ACTION AGENDA**
 - a. Draft minutes from the December 3, 2012, closed session and the December 3, 2012, regular meeting.
 - b. Certificate of sufficiency and resolution of public notice fixing the date of public hearing on the question of annexation petition 2012-11-01.
 - c. Public notice of evidentiary hearing for preliminary subdivision request SUB 2012-96, East Village Units M2 & M3.
4. **INTRODUCTIONS AND SPECIAL PRESENTATIONS**
 - a. Introduction of new Town of Clayton employee(s).
 - b. Presentation of fiscal year 2011-2012 Town of Clayton audit.
 - c. Presentation by a representative of Johnston County Health Department on Closed Points of Dispensing Partner Program.
5. **ITEMS SCHEDULED FOR THE REGULAR MEETING AGENDA**
 - a. Presentation of preliminary subdivision request SUB 2012-96 for East Village Units M2 & M3.
 - b. Presentation of policies relating to Town Square and Horne Square.
 - c. Presentation of extension for the Archer Lodge Fire Department services agreement.
 - d. Presentation of roster for the Clayton Fire Department personnel for the pension fund.
 - e. Presentation of warranty acceptance for asphalt pavement located at Cobblestone Subdivision, Phase 7D, 7E, & 7F.
6. **ITEMS CONTINGENT FOR THE REGULAR MEETING**
7. **ITEMS FOR DISCUSSION**

8. **OLD BUSINESS**
 - a. Status of 110 West Front Street, former Red & White Store.
 - b. Status of John Street sewer improvement project.

9. **STAFF REPORTS**
 - a. Town Manager
 - b. Town Attorney
 - c. Town Clerk
 - Calendar of Events
 - d. Other Staff

10. **OTHER BUSINESS**
 - a. Informal Discussion & Public Comment.
 - b. Council Comments.

11. **ADJOURNMENT**

TOWN OF CLAYTON
TOWN COUNCIL
AGENDA COVER SHEET

Agenda Item: 3a

Meeting Date: 12/17/12

TITLE: DRAFT MINUTES FROM THE DECEMBER 3, 2012, CLOSED SESSION MEETING AND THE DECEMBER 3, 2012, REGULAR MEETING.

DESCRIPTION: Minutes.

RELATED GOAL: Administrative

ITEM SUMMARY:

Date:

Action:

Info. Provided:

12-17-12

Approval.

DRAFT minutes from
12/3/2012 regular meeting.

****DRAFT minutes from the
12/3/2012 closed session
Meeting will be hand-
Delivered.***

**MINUTES
CLAYTON TOWN COUNCIL
DECEMBER 3, 2012**

The first regular meeting of the Clayton Town Council for the month of December was held on Monday, December 3, 2012, at 6:30 PM at Town Hall, 111 East Second Street.

PRESENT: Mayor Jody L. McLeod, Mayor Pro Tem Michael Grannis, Councilman Bob Satterfield, Councilman Art Holder, Councilman R.S. "Butch" Lawter Jr., and Councilman Jason Thompson.

ALSO PRESENT: Steve Biggs, Town Manager; Katherine Ross, Town Attorney; Sherry Scoggins, Town Clerk; Nancy Medlin, Deputy Town Manager; David DeYoung, Planning Director; Bruce Naegelen, Downtown Development Coordinator; Tommy Roy, Information Services Technician.

ITEM 1. CALL TO ORDER

Mayor McLeod called the meeting to order at 6:33 PM.

Mayor McLeod led the Pledge of Allegiance and gave the invocation.

ITEM 2. ADJUSTMENT OF THE AGENDA

The following adjustment of the agenda was requested:

- Under Other Business, add Item 9d, Closed Session to consult with the Town Attorney in accordance with NC GS 143-318.12 (a) (3).
- Under New Business, add Item 7a, Adjustment of the Town Council January 2013 work session.

It was the consensus of the Council to approve the agenda with the requested adjustment.

ITEM 3. ACTION AGENDA

Mayor Pro Tem Grannis motioned to approve the action agenda as presented; Councilman Lawter seconded the motion. The motion carried unanimously at 6:35 PM with the following action agenda items being approved:

- Item 3a. Draft minutes from the November 19, 2012, work session meeting.
- Item 3b. 2013 HeartChase request.
- Item 3c. Development agreement for East Clayton Village.
- Item 3d. Resolution for the speed limit on Vinson Road near Powhatan school site.

- Item 3e. East Area Neighborhood Sidewalk Project.
- Item 3f. Resolution supporting the three year update to the Johnston County solid waste plan.
- Item 3g. Ordinance amendment for the Library Board.
- Item 3h. Annexation petition 2012-11-01 for the unincorporated portion of Creekside Commons Subdivision located off of Avondale Drive.
- Item 3i. “Youth Art Month” proclamation.
- Item 3j. Final acceptance for public water, sewer, and associated storm drainage utilities for Glen Laurel East, Phase 2A.

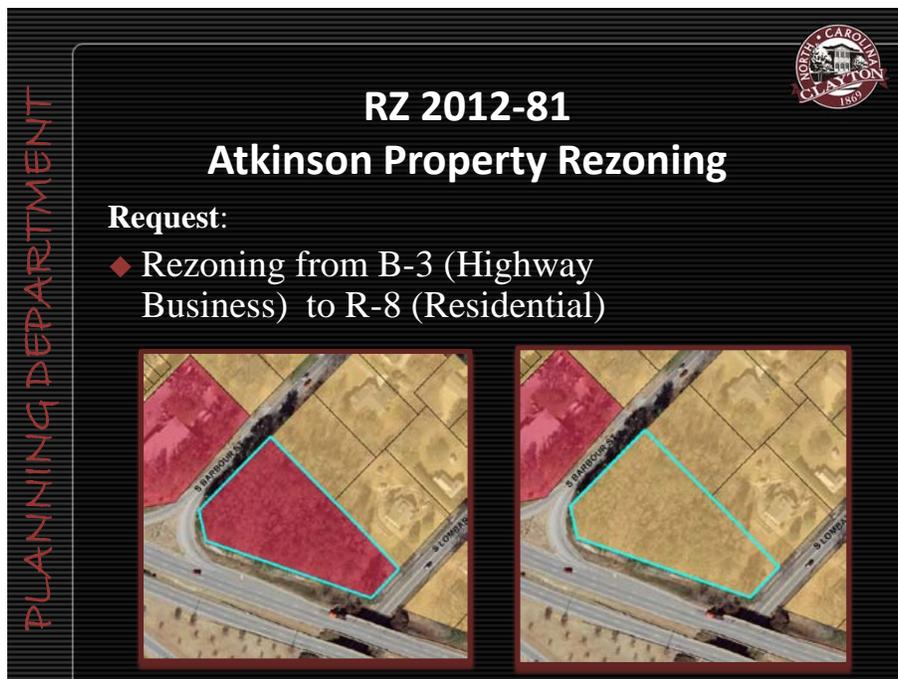
ITEM 4. INTRODUCTIONS AND SPECIAL PRESENTATIONS

No introductions and special presentations were made.

ITEM 5. PUBLIC HEARINGS

- Item 5a. Public hearing for rezoning request RZ 2012-81 for the Atkinson property located on US 70 Business HWY.

Planning Director David DeYoung provided the following PowerPoint presentation for rezoning request RZ 2012-31:



Planning Director DeYoung stated the property is bounded by US 70 on the south, Lombard Street on the east, and Barbour Street on the west. He stated

the only other B-3 parcel is the daycare located on the northwest corner of Barbour and US 70.

PLANNING DEPARTMENT

Atkinson Property Rezoning

Site Data:

- ◆ 1.62 acres
- ◆ Highway Business (B-3) zoning
- ◆ Vacant wooded lot
- ◆ Adjacent to US 70 and US 42 off ramp
- ◆ Limited access parcel



Planning Director DeYoung stated it is limited in its access to either Lombard Street or Barbour Street.

PLANNING DEPARTMENT

Atkinson Property Rezoning

The proposed rezoning:

- ◆ Is consistent with adopted Town plans
- ◆ Is more suitable than the current zoning
- ◆ Is necessary to continue the current balance of uses
- ◆ Does not increase impacts on public facilities
- ◆ Does not violate the purposes of zoning or impact adjacent property
- ◆ Is not detrimental to the general public



Staff is Recommending Approval of the Rezoning Request

Planning Director DeYoung stated staff is recommending approval of the rezoning request from B-3 to R-8. He stated a representative for the request is here.

Mayor McLeod opened the public hearing at 6:38 PM.

Mr. Stephen Atkinson stated he is a co-owner of the property. He stated he resides at 303 Williams Street in Greenville, North Carolina. He stated his mother lives adjacent to this request. He provided the following PowerPoint presentation as an overview to the site; herewith incorporated as Exhibit A, RZ 2012-81 Atkinson.

Mr. Atkinson provided the following overview:

- Pointed out the height difference of the topography on US 70, Lombard Street, and Barbour Street
- Request is believed to keep the character of the neighborhood

Mayor Pro Tem Grannis questioned how long has the property been owned by the family.

Mr. Atkinson stated it was purchased in 1984.

Mayor Pro Tem Grannis questioned how long it has been zoned as B-3.

Mr. Atkinson stated since the time of the purchase of the property.

Mayor Pro Tem Grannis stated he is in favor of the request. He questioned why before the Council now.

Mr. Atkinson stated the value of the property will never increase as it will not be a commercial investment. He added his parents live adjacent to this parcel. He stated the family did not have any intentions to develop the property.

Councilman Satterfield stated what he heard at the Planning Board meeting is that one of the purposes is to rezone to residential for a lower tax rate. He questioned if that is correct.

Mr. Atkinson stated that may occur with the rezoning. He stated the parcel serves as a buffer from the noise for his mom.

Councilman Satterfield stated if they are not selling the property, then why change the zoning.

Mr. Atkinson stated if he can pay a lower tax rate, then that is good business. He stated the rezoning is better to the neighborhood.

Mr. Jerry Gunter of 616 Barbour Street stated he is across from the request. He stated the concern is the rezoning of this lot being combined with the other two lots. He stated those could be developed at a higher density and create more traffic. He stated that is the concern expressed by the neighbors.

Councilman Satterfield stated if this is rezoned and the owner wishes to develop it, the owner will have to come back to the Town Council for a special use permit request. He stated at that time, there is a burden that the applicant must prove that the request will not impact adjacent property values.

Mr. Gunter stated his concern is the sale for development.

Mayor McLeod stated the applicant would have to address the findings of fact. He added that before this item comes to Council, there must be a neighborhood meeting.

Councilman Holder stated if this is rezoned and if it comes back before the Council, he stated one of the major issues to be addressed is the traffic. He stated that area is heavily traveled and would have to meet NCDOT and Town of Clayton standards.

Mayor Pro Tem Grannis stated there is a concern on the property de-valuation. He added a higher use requires addressing of findings of fact.

Councilman Lawter questioned the use table.

Planning Director DeYoung stated it is a permitted use if a special use permit is granted.

Mayor McLeod closed the public hearing at 6:52 PM.

Councilman Satterfield motioned to approve the rezoning RZ 2012-81 from current B-3 to R-8. Councilman Lawter seconded the motion. Motion carried unanimously at 6:52 PM.

Councilman Lawter motioned that the Town Council hereby states under section one RZ 2012-81 is consistent with the Town of Clayton Strategic Growth Plan; and section two based upon information presented at the public hearings and by the applicant, and based upon the recommendations and detailed information developed by staff and/or the Planning Board contained in the staff report, and considering the criteria of Section 155.704(J) of the Unified Development Code

of the Town of Clayton, RZ 2012-81 is reasonable and in the public interest. Mayor Pro Tem Grannis seconded the motion. Motion carried unanimously at 6:55 PM.

- Item 5b. Public hearing for Ordinance Amendment to Chapter 155 for the following:
- Article 2, Section 155.202, Table 2-1 “Use Regulations” to include new uses and modify existing terminology
 - Article 3, Section 155.305 to include new definitions and standards and updates to the text throughout Article 3.
 - Article 4, Section 155.403 (J) to relocate as Section 155.204 (D) as written and to remove from Article 4.

Planning Director David DeYoung provided the following PowerPoint presentation; herewith attached as Exhibit B, Text Amendments.

Planning Director DeYoung provided the following overview of the requested text amendments:

- Modifications to Articles 2, 3, and 4 of Chapter 155
- Most of the modifications to Article 2 are to update the use regulations table
- Downtown Overlay District was placed in the sign code section and the request is to move from Article 4 to Article 2 in the Overlay District section
- Most of the revisions in the zoning table were to correct duplications
- Modification to the Electronic Gaming based on SOG recommendations to Video Sweepstakes Operations
- Addition of microbrewery as a definition
- Modifications and corrections to interchange regulations
- Relocation of section 155.403 (J) to section 155.204 (D) with no changes to the existing language
 - Moved with the existing overlay districts: scenic highway overlay, thoroughfare overlay and watershed protection overlay
- Modifications of Article 3 include the clean-up of typographical errors, deletion of references to non-existing code sections
- Section 301 relating to complexes was deleted as it is in other areas of the code
- Revisions to the options to townhomes
 - Inclusion of alley loaded, parking lot, and garage options for parking at townhomes
 - Available in Article 3 (J)
 - Some town codes do not permit townhomes with garages because it takes up most of the front yard
 - Visual is concrete drive with a small patch of grass repeated for the frontage of the townhomes

- The suggestion would require that 50 percent of the frontage be grass
- Driveway must be aligned with the garage and may not exceed the width of the garage

Councilman Satterfield stated not having the paved extra space at the townhome is a concern. He stated he understands the visual, but he questioned if the space would move parking off of the street.

Planning Director DeYoung stated a two car garage unit would have two parking spaces.

Councilman Satterfield stated if there is a family that has more than two drivers, someone is parking in the street.

Planning Director DeYoung stated that can be discussed further. He added that is counter to having the open green space in the front. He stated the original intent of the code was to have grass. He stated any of the three options could be done. He stated the parking lot is an option; however, there is not an individual parking space.

Councilman Satterfield and Planning Director DeYoung discussed townhome parking options.

Councilman Satterfield stated he will meet with Planning Director DeYoung to discuss the parking at Lions Gate.

Planning Director DeYoung continued the text amendment overview:

- Townhome garage doors must recessed a foot off the front wall plate so as to not have a flat wall
- Delete buffer requirement for landscaping to be heard by the Board of Adjustment as not all daycares require a conditional use permit
- Addition of the microbrewery definition
- Moved Video Sweepstakes Operations from Electronic Gaming
- Additional requirements were added to the Video Sweepstakes Operations as recommended by the UNC School of Government:
 - Persons under the age of 18 are not permitted to enter the premises unaccompanied
 - Hours of operation are 9 AM to 1 AM Sunday through Thursday and 9 AM to 2 AM Friday and Saturday
 - Sweepstakes have this as a requirement and the intent is to apply this to all requests
 - Number of units / machines are limited to 100 an establishment
 - There is one that has approval up to 100

- Two or fewer machines are classified as accessory uses
- Internet sweepstakes facilities established prior to today cease operations and come under compliance under the provisions of this ordinance by midnight on December 31, 2013
 - Expectation is the internet sweepstakes would follow the hours of operation
- Moved the Downtown Overlay District from Article 4 and Article 2
 - No text amendment to the Downtown Overlay District

Councilman Satterfield questioned when the Video Sweepstakes applicant comes if the applicant pays a fee per machine. He also questioned if the number of machines is monitored.

Planning Director DeYoung stated in the affirmative for both questions.

Mayor Pro Tem Grannis questioned how the existing sweepstakes locations would be notified.

Planning Director DeYoung stated when the ordinance is adopted the Planning Department will send a letter and copy of the ordinance explaining the requirement.

Mayor Pro Tem Grannis questioned if the visit to the sweepstakes is announced.

Planning Director DeYoung stated it is unannounced.

Councilman Satterfield questioned if anyone is over the number requested.

Planning Director DeYoung stated negative.

Councilman Thompson questioned the purpose for the hours. He added being in public safety, he worked night shift for many years.

Planning Director DeYoung stated the Clayton Fire Marshal asked the same question. He stated this is a health and safety issue. He stated many of the facilities do not have parking lot security.

Town Manager Biggs stated there is an approval for each site and questioned if each site will have 100 machines.

Planning Director DeYoung stated in the negative. He stated each applicant is asked how many machines are intended for the site and from that the site is evaluated. He stated the Planning Department reviews the parking for each

facility. He stated all four of the existing facilities are located within a shopping center or outparcel of an existing shopping center.

Town Manager Biggs questioned if the code could include language so that 100 machines is not an entitlement and that the facility meets certain criteria.

Planning Director DeYoung stated he would like the code to be able to do its job and for each site to be evaluated.

Town Manager Biggs stated he sees 100 machines are allowed at each establishment and his concern is an attorney would make this argument on behalf of the client.

Planning Director DeYoung stated an option is to take out the number and not specify a maximum.

Town Attorney Ross suggested adding language that the number would be evaluated per application.

Town Manager Biggs stated he would like the ordinance to connect to impacting the site and the adjoining businesses.

Councilman Art Holder questioned if the parking spaces are general or are the parking spaces for the establishment.

Planning Director DeYoung stated that is a good question. He stated when the shopping center is approved, the parking spaces are approved at the same time for so much commercial and retail square footage. He stated what happens is over time uses change.

Councilman Holder suggested the number of parking spaces be used to determine the number of machines for an establishment.

Planning Director DeYoung stated that is a good observation.

Councilman Satterfield stated the facility on HWY 70 at the Food Lion has a separate lot. He stated to date he has seen the general lot used, not the separate lot at the building.

Planning Director DeYoung stated he is not prepared to discuss parking requirements this evening. He stated studies have been done and to date he has not reviewed yet.

Councilman Satterfield stated he likes the Town Attorney's verbiage "up to 100" versus a firm number.

Planning Director DeYoung questioned revising for "up to 100 machines may be permitted."

Mayor Pro Tem Grannis stated he will defer to legal counsel for legal interpretation.

Town Attorney Ross stated she would recommend leaving in a maximum and include "up to 100 machines per establishment and dependent upon conditions."

Town Manager Biggs stated he sees this as a tool to the Board of Adjustment giving them authority.

Planning Director DeYoung proposed the following revision: maximum up to 100 machines may be permitted at each establishment subject to conditional use permit approval. He stated he hesitates to place site criteria as it would limit it to site criteria.

Based upon questioned by Council, Planning Director DeYoung stated the revisions would allow for a supplement to the revised articles.

Mayor Pro Tem Grannis questioned if there is more information this evening.

Planning Director DeYoung stated that is all for this evening.

Mayor McLeod opened the public hearing at 7:30 PM. As no one came forward, Mayor McLeod closed the public hearing at 7:30 PM.

Mayor Pro Tem Grannis motioned to approve ordinance amendments to Chapter 155 for the following:

- Article 2, section 155.202 table 2-1 Use Regulations to include the new uses and the modified terminology as presented
- Article 3, section 155.305 to include new definitions and standards and updates to the text throughout Article 3 including changes noted this evening pertaining to Video Sweepstakes Operations
- Article 4, Section 155.403 (J) to relocate to Section 155.204 (D) as written and to be removed from Article 4

Council Holder seconded the motion. Motion carried unanimously at 7:31 PM.

Councilman Satterfield motioned the Town Council of the Town of Clayton hereby states:

Section 1: Text Amendments to Chapter 155 Article 2, Chapter 155 Article 3, and Chapter 155 Article 4 of the Unified Development Code are consistent with the Town of Clayton Strategic Growth Plan.

Section 2: Based upon information presented at the public hearings and based upon the recommendations and detailed information developed by staff and/or the Planning Board contained in the staff report, and considering the criteria of Section 155.703(H) of the Unified Development Code of the Town of Clayton, Text Amendment revisions to Chapter 155 Articles 2, 3 and 4 of the Unified Development Code are reasonable and in the public interest.

Councilman Art Holder seconded the motion. Motion carried unanimously at 7:32 PM.

ITEM 6. OLD BUSINESS

Item 6a. Noise ordinance – **TRACKING PURPOSES ONLY.**

Town Manager Biggs stated this will come back to Council at its January work session.

Item 6b. Demolition ordinance for 110 West Front Street.

Town Attorney Katherine Ross provided an update on the property located at 110 West Front Street. She stated the property was conveyed on November 21, 2012, from the Bryant's to Ms. Smith. She stated at that same time, Mr. Bryant's counsel, Mr. Berkau, initiated an appeal of the order that was received by the Town's Inspections Department on November 16. She stated the appeal is being addressed. She stated on the appeal, the advice is the Council not initiate the ordinance or take action. She stated the time listed in the order is 60 days and is stayed while the item is under appeal. She stated the Council is at a pause at the moment. She stated she has spoken with Ms. Smith's counsel, Mr. Cook, and she believes they will take the steps to bring the property up to code.

Councilman Satterfield questioned if they appealed the foreclosure.

Town Attorney Ross stated they appealed the order from the Town Inspector sent on November 16, 2012. She added the foreclosure will not occur.

This item is slated for the December 17, 2012, agenda.

ITEM 7. NEW BUSINESS

Item 7a. Adjustment of the Town Council January 2013 work session.

Town Clerk Sherry Scoggins stated due to the holiday, the Council is slated to meet on Tuesday, January 22, 2013. She stated there is a booking conflict as the Clayton Chamber is also slated for the Council Chambers for its annual awards. She stated if it is the preference of the Council, the Council could meet on Wednesday, January 23, 2013.

Councilman Holder motioned to move the second January 2013 Council meeting to Wednesday, January 23, 2013. Mayor Pro Tem Grannis and Councilman Lawter simultaneously seconded the motion. Motion carried unanimously at 7:36 PM.

ITEM 8. STAFF REPORTS

Item 8a. Town Manager

Town Manager Steve Biggs provided an update on the communication with the Fred Smith Company about moving forward with the remaining scheduled street improvement work. He stated the work has been initiated by the Fred Smith Company and the Town assisted with the public notification. He stated the expectation is to complete the work either Thursday or Friday of this week.

Mayor Pro Tem Grannis questioned if this puts the Fred Smith Company back on schedule for the street improvements work.

Town Manager Biggs stated next year's projects were moved into this year and this year's into next year. He stated the total amount of work completed is ahead of the original schedule.

Item 8b. Town Attorney

Town Attorney Katherine Ross stated no additional.

Item 8c. Town Clerk

Town Clerk Sherry Scoggins stated the Planning Board meeting for December is Tuesday, December 18, 2012, at 6 PM in the Council Chambers.

Town Clerk Sherry Scoggins stated the Town Council is invited to attend the 2012 Fire Department Recognition Ceremony on Tuesday, December 11, 2012, at 7 PM in the Council Chambers.

Town Clerk Scoggins stated a hard copy of the audit report will be distributed at the end of the meeting.

Item 8d. Other Staff

Downtown Development Coordinator Bruce Naegelen stated the new Way Finding Signs were installed a couple of weeks ago. He stated a total of nine signs were installed.

Downtown Development Coordinator Naegelen stated Thursday evening there were about 5,000 people in downtown Clayton celebrating the tree lighting.

Mayor Pro Tem Grannis stated from a business person's point of view, the event was positive. He stated he did hear from four or five persons that it was difficult to hear.

Mayor McLeod stated he heard positive comments. He requested the actual timing of the lighting of the tree and not be as late.

ITEM 9. OTHER BUSINESS

Item 9a. Informal Discussion and Public Comment.

Executive Director of the Clayton Chamber Jim Godfrey expressed his appreciation for the collaboration with the Town of Clayton supporting the Chamber with its events during the past year.

Mayor Pro Tem Grannis stated he feels compelled to reciprocate. He stated since Mr. Godfrey has been with the Clayton Chamber, the relationship between the Town and Chamber has been positive.

Item 9b. Council Comments.

Councilman Butch Lawter stated Athletic Supervisor Jonathan Allen, who has been the Town's Athletic Supervisor for the past 11 years, is going to the City of Clinton. He stated his appreciation for what Mr. Allen has done for the Town.

All Council members were invited to a farewell reception for Athletic Supervisor Jonathan Allen on Thursday, December 6, 2012, from 3 PM to 4 PM at the Clayton Community Center.

Item 9c. Johnston County Economic Development Commission – **TRACKING PURPOSES ONLY.**

Item 9d. Closed session to consult with the Town Attorney in accordance with NC GS 143-318.12 (a) (5).

Councilman Satterfield motioned to go into closed session to consult with the Town Attorney in accordance with NC GS 143-318.12 (a) (5); Councilman Lawter seconded the motion. Motion carried unanimously at 7:48 PM.

Councilman Lawter motioned to return to open session; Mayor Pro Tem Grannis seconded the motion. Motion carried unanimously at 7:55 PM.

ITEM 10. ADJOURNMENT

Councilman Satterfield motioned to adjourn; Councilman Lawter seconded the motion. Motion carried unanimously at 7:56 PM.

Duly adopted by the Town Council this 17th day of December 2012, while in regular session.

ATTEST:

Jody L. McLeod
Mayor

Sherry L. Scoggins, MMC
Town Clerk

**TOWN OF CLAYTON
TOWN COUNCIL
AGENDA COVER SHEET**

Agenda Item: 3b

Meeting Date: 12/17/12

TITLE: CERTIFICATE OF SUFFICIENCY AND RESOLUTION OF PUBLIC NOTICE FIXING THE DATE OF PUBLIC HEARING ON THE QUESTION OF ANNEXATION PETITION 2012-11-01.

DESCRIPTION: Legislative process; slated for public hearing on 1/7/2013.

RELATED GOAL: Administrative

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
12-17-12	Approval.	Certificate of sufficiency, Resolution, & Map.



ANNEXATION PETITION 2012-11-01
Creekside Commons Subdivision off of Avondale Drive
Parcel: 05H03023 (unincorporated portion of parcel)
Owner – AIS Forestry & Farming LLC (Algie Stephens)
CONTIGUOUS, unincorporated portion 11.16 acres out of 26.5 +/- parcel

CERTIFICATE OF SUFFICIENCY

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

I, Sherry L. Scoggins, Town Clerk, do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein, in accordance with G.S. 160A-31.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Clayton, this 10th day of December 2012.

Sherry L. Scoggins, MMC
Town Clerk

ANNEXATION PETITION 2012-11-01
Creekside Commons Subdivision off of Avondale Drive
Parcel: 05H03023 (unincorporated portion of parcel)
Owner – AIS Forestry & Farming LLC (Algie Stephens)
CONTIGUOUS, unincorporated portion 11.16 acres out of 26.5 +/- parcel

TOWN OF CLAYTON
RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION
OF ANNEXATION PURSUANT TO G.S. 160A-31

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

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

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

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at The Clayton Center, Council Chambers, 111 East Second Street, at 6:30 PM on Monday, January 7, 2013.

Section 2. The area proposed for annexation is described as the following unincorporated portion of parcel owned by AIS Forestry & Forestry LLC and located off of Avondale Drive:

- Parcel ID 05H03023, containing 26.9 +/- acres of which 11.16 are outside the corporate limits, located in Creekside Commons Subdivision south of Cobblestone Subdivision off of Avondale Drive and as described in Deed Book 3894 Pages 791-793 available at the Johnston County Register of Deeds Office.

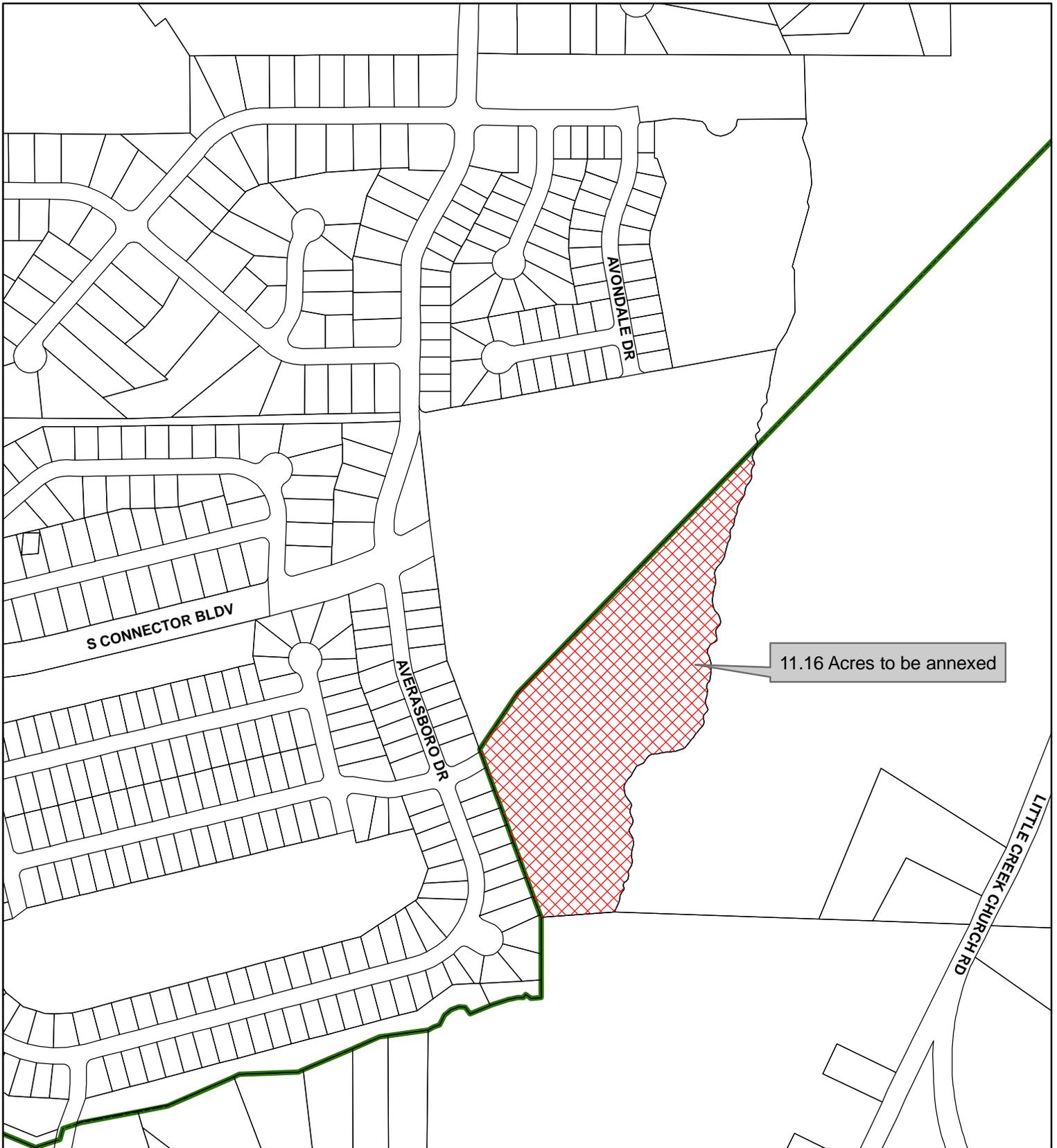
Section 3. Notice of the public hearing shall be published in the Clayton News-Star, a newspaper having general circulation in the Town of Clayton, at least ten (10) days prior to the date of the public hearing.

Duly adopted this 17th day of December 2012, while in regular session.

ATTEST:

Jody L. McLeod, Mayor

Sherry L. Scoggins, MMC; Town Clerk



Annexation Map

Applicant(s): AIS Forestry & Farming LLC
 Property Owner(s): AIS Forestry & Farming LLC
 Parcel Number(s) Portion of 05H03023
 File Number(s): Annex 2012-11-01

Legend

-  Clayton Town Limits
-  Clayton ETJ
-  Parcels



**TOWN OF CLAYTON
TOWN COUNCIL
AGENDA COVER SHEET**

Agenda Item: 3c

Meeting Date: 12/17/12

**TITLE: PUBLIC NOTICE OF EVIDENTIARY HEARING FOR PRELIMINARY
SUBDIVISION SUB 2012-96, EAST VILLAGE UNITS M2 & M3.**

**DESCRIPTION: Legislative process for Item 5a; slated for evidentiary hearing
on 1/7/2013.**

RELATED GOAL: Administrative

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
12-17-12	Approval.	N/A.

**TOWN OF CLAYTON
TOWN COUNCIL
AGENDA COVER SHEET**

Agenda Item: 4a

Meeting Date: 12/17/12

TITLE: INTRODUCTION OF NEW TOWN OF CLAYTON EMPLOYEE (S).

DESCRIPTION: Introduction(s).

RELATED GOAL: Administrative

ITEM SUMMARY:

Date:

Action:

Info. Provided:

12-17-12

Introduction(s).

N/A.

**TOWN OF CLAYTON
TOWN COUNCIL
AGENDA COVER SHEET**

Agenda Item: 4b

Meeting Date: 12/17/12

**TITLE: PRESENTATION OF FISCAL YEAR 2011-2012 TOWN OF CLAYTON
AUDIT.**

**DESCRIPTION: A representative of Anderson, Smith, & Wike PLLC will make
a presentation on the Town's Fiscal Year 2011-2012 audit.**

RELATED GOAL: Administrative

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
12-17-12	Presentation.	N/A.

****Available as a separate
PDF document.***

**TOWN OF CLAYTON
TOWN COUNCIL
AGENDA COVER SHEET**

Agenda Item: 4c

Meeting Date: 12/17/12

TITLE: PRESENTATION BY A REPRESENTATIVE OF JOHNSTON COUNTY HEALTH DEPARTMENT ON CLOSED POINTS OF DISPENSING PARTNER PROGRAM.

DESCRIPTION: Attached.

RELATED GOAL: Administrative

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
12-17-12	Presentation.	N/A.

JOHNSTON COUNTY

CLOSED POINTS OF DISPENSING
PARTNER PROGRAM
PLANNING GUIDANCE

DECEMBER 2012

**Memorandum of Understanding Regarding Closed Points of Dispensing for Mass
Dispensing/Treatment**

This Memorandum of Understanding is entered into by and between Johnston County Department of Public Health and _____ organization.

Name of Organization _____

Address _____

City _____

Primary Contact Person _____

Contact Phone Number _____

Definitions:

1. Johnston County Department of Public Health (JCDPH)
2. Strategic National Stockpile (SNS)
3. Point of Dispensing (POD): Site used to dispense medications
4. Closed Point of Dispensing (POD): Site used to dispense to the organization's staff/staff family members ONLY
5. Provider: Organization that has agreed to be a Closed POD

The Centers for Disease Control and Prevention (CDC) has established a national program to assist states in the event of a catastrophic event.

The CDC, through the North Carolina Department of Health and Human Services, will provide the Strategic National Stockpile (SNS), which includes medications and supplies, to JCDPH.

The JCDPH approves the transfer of a pre-determined quantity of medication and supplies to _____ organization.

The JCDPH wishes to collaborate with _____ organization to enhance the ability to respond to a catastrophic biological event or other threat of epidemic proportion.

The Parties Agree To The Following:

Organization Agrees:

1. To request medications according to the number of staff and identified household members.
2. To assume responsibility of dispensing medications to the identified individuals by the Provider's trained staff at a site chosen by the Provider with no liability assumed by the JCDPH.
3. To utilize pharmaceuticals in accordance with the policies and procedures outlined in the Johnston County Public Health Emergency Operations Plan and the Provider's own Mass Dispensing Plan that is on file with the JCDPH Preparedness Coordinator.
4. To dispense medication per established protocols provided by the JCDPH under the supervision of appropriate licensed medical personnel.
5. To provide any updates or changes in the Provider's Mass Dispensing Plan to the JCDPH.
6. To provide training and education to all Providers' staff that will be utilized in the Mass Dispensing Operations in regards to specifics of the Provider's Mass Dispensing Plan.
7. To identify employees by geographical residential jurisdiction and provide the information to the JCDPH.
8. To NOT charge employees/family members for medications, supplies or administration that have been provided through this agreement, except as permitted by the State of North Carolina or CDC.
9. To participate in any JCDPH-sponsored dispensing training/education opportunities.
10. To provide emergency point-of-contact information to ensure timely notification of the Provider in the event of a public health emergency and to notify JCDPH in writing within 30 days of any changes in point-of contact information.
11. To dispense medication and/or supplies in accordance with the guidance provided by JCDPH.
12. To maintain accurate inventory records of medications/supplies dispensed and to provide those records to the JCDPH in a timely manner.
13. To secure any unused medications/supplies until a time when the JCDPH can make arrangements for retrieval.

14. To compile and file an after-action report with the JCDPH, identifying shortfalls and accomplishments of the operation.
15. To provide or obtain adequate security for supplies as incident requires.

County Health Department Agrees:

1. To provide Mass Dispensing specific training/educational opportunities to the Provider's identified staff.
2. To provide pre-event planning and technical assistance, including but not limited to supply lists, POD layouts, fact sheets, dispensing algorithms. etc.
3. To conditionally ensure delivery/availability of the appropriate amount of medication in a reasonable, timely manner.
4. To provide coordination as outlined in the Johnston County Emergency Operations Plan to the Provider to the best of their ability.
5. To provide the Provider with proper standing orders and medical protocols regarding dispensing activities including but not limited to dosing, follow-up procedures and releasable information regarding the public health emergency situation.
6. To provide the Provider with consultation and assistance as needed and available for the given public health emergency.
7. To make arrangements to collect any unused medication as well as copies of all medical documentation.
8. To provide after-action consultation to the Provider.

It Is Mutually Agreed That:

1. The confidentiality of clients and client information will be maintained as written and enforced by the Health Insurance Portability and Accountability Act (HIPAA).
2. This Memorandum can be extended on a one year interval with agreement of both parties.
3. This Memorandum can be amended by mutual agreement of both parties at any time and may be terminated by either party upon 60 days notice in writing to the other party.
4. This Memorandum will not supersede any laws, rules or polices of either party.
5. This memorandum will go into effect only at the request and direction of the JCDPH.

6. The Provider will be considered a Closed POD in that it would not dispense medications/supplies to the “general public” but to identified staff, family members, contacts or specific groups identified in the Provider’s Mass Dispensing Plan and the JCDPH SNS Plan.
7. The Provider will follow the dispensing directives of the JCDPH during Mass Dispensing Operations.
8. It is understood that the Provider’s participation is completely voluntary and may not be utilized/available at the time of the dispensing event. If so, the Provider would not be considered a Closed POD and their identified clients, staff, etc would be required to attend a public POD operated by the JCDPH and would not receive any preferential treatment.

SIGNATURES:

My signature indicates agreement with the above stated agreements and conditions:

_____	_____
(Johnston County Health Director)	(Date)
_____	_____
(Provider Representative)	(Date)
_____	_____
(Provider Representative)	(Date)
_____	_____
Other	(Date)

SECTION 1: OVERVIEW

Introduction

Public Health can help prevent the spread and severity of these public health emergencies by rapidly dispensing medications to everyone in the affected area.

The “push” dispensing strategy involves pushing medications to partner agencies (Closed POD Partners) that then dispense the medications to the people at the organization such as their employees, employee family members and clients/patients, if applicable. The county will provide free medications, as available, from state and federal stockpiles to all Closed PODs based on the number of employees and their estimated family totals.

Purpose

The purpose of this document is to provide an overview of the Closed POD Partner Program and a detailed description of how to implement the program. This document will provide guidance on how to prepare the organization to be a Closed POD, how to get the medications/vaccinations once an event occurs and how to dispense the medications to employees, family members and clients/patients.

The following is an outline of information that is provided on the remaining pages.

- Section 2: Dispensing Plan
- Section 3: Receiving Medications
- Section 4: Dispensing Medications
- Section 5: Preparing the Organization
- Section 6: Attachments

How the Closed POD Partner Program Works

By participating in the Closed POD Partner Program, the organization will provide a valuable and appreciated service to their employees and their families. In addition, it will help employees avoid long wait times at the PODs if they can receive the medication where they work.

- Joining – The first step is for the organization to join the Closed POD Partner Program and sign the Memorandum of Understanding (MOU) at the beginning of this packet.
- Education & Training – The second step is for the agency/organization to educate and train their staff to the specified mass dispensing plan, including Incident Command System (ICS) 100.a and the National Incident Management System (NIMS) 701.

- Planning – Each organization should create a specific dispensing plan. A dispensing plan template (Attachment A) is available to assist in developing the organization’s dispensing plan. Additional pre-event planning assistance is available through the Health Department.
- Activating – During a public health emergency in the area, the Health Department will contact the organization and provide instruction on activation. If the organization is activated, they will then activate their dispensing plan.
- Exercising – You always respond how you practice. Closed POD Partners are encouraged to participate in local health department exercises and drills designed to test the plan. Also, each agency/organization should hold internal exercises; either discussion-based or operational.

SECTION 2: PLANNING

Preparing the organization to dispense medications in a large-scale public health emergency can be accomplished by creating a dispensing plan that addresses the organization’s specific needs. Each organization is unique in the number and type of its employees as well as in its business operations and/or the type of services offered and clients/patients served. All of these factors will affect how the organization dispenses medications to its employees and families.

The organization’s plan will describe how the organization will prepare to dispense medications. It should include the following sections:

1. Contact Information – identify Closed POD Partner Coordinators.
2. Target Populations – identify to whom the organization will dispense medications.
3. Communications – list how the organization will communicate with the health department and employees before, during and after an emergency.
4. Planning – identify activities and plans needed to dispense medications to target population.
5. Inventory – create a system to manage inventory.
6. Dispensing – include protocols for screening and dispensing medications.
7. Reports – identify necessary reporting needs for you and the Health Department.
8. Deactivation – plan for the return of medications when the emergency is over.

Contact Information

This section of the organization’s dispensing plan will identify the Closed POD Partner Coordinators and provide contact information. Contact information should be available for planning prior to an emergency and responding during an emergency.

Target Populations

This section of the plan will indicate to whom the organization will dispense medications (employees, employees’ family members and clients/patients) and provide an estimated number of employees and

employee family members– both adults and children. This will enable the Health Department to estimate the amount of medications to provide in a public health emergency.

These numbers may change over time and may never be exact, but the organization should provide the best estimation at the time. In addition, the organization should update their plan regularly or whenever there is a significant change in the organization. If, during an emergency, the estimated numbers do not meet the needs of the organization, a request for more supplies may be made through the appropriate channels.

Communications

As a Closed POD Partner, it is important for the organization to communicate with its employees and/or clients/patients before the event, during the event and after the event. In this section of the dispensing plan, the organization should briefly describe how these communications will occur and who will be responsible for them. In addition, this section of the plan should contain contact information for Closed POD Partner planning questions and Closed POD Partner emergency contact information.

Before the event, the organization may communicate with employees about:

- Basics of the Closed POD Partner Program.
- The organization’s dispensing plan.
- Roles and responsibilities of employees in an emergency involving Closed POD Partners.
- Basics on how medications will be dispensed to employees, their family members and clients.
- Information they should bring when the medications are dispensed to assist in screening for possible allergies and/or contraindications to make sure each person gets the best medication for him/her.

During the event, communicate with employees about:

- Where and when to report to work.
- Assigned Push Partner jobs and how to perform those jobs.
- Where and when they will receive their medications.
- What information they should have in order to receive their medications.
- Drug information sheets.
- How they can keep informed about the emergency.

After the event, communicate with your employees about:

- Important medication information.
 - Remind them to complete the full therapy. Are they taking their pills?
 - Remind them to take only as directed.
- The outcome of the organization’s dispensing effort.
- Any questions or concerns they may have and how to find further information, as needed.

Planning: Receiving and Dispensing Medications

The four key preparation activities are 1) planning for receipt of medications/vaccinations, 2) getting materials ready that are needed when dispensing the medications/vaccinations, 3) identifying sites and

vehicles (if needed to deliveries to clients/patients) and 4) preparing employees for Closed POD Partner jobs.

1. **Getting medications** from the county is the organization's responsibility. The organization's plan should include a section regarding details of pick-up *and* security. Upon activation, the organization will be given the address and directions to the local distribution site. During the phone call, the Closed POD Partner Coordinator will need to notify the Health Department who the designated person(s) will be picking up the medications; only pre-identified personnel will be allowed onsite.
2. **Getting materials ready** involves copying enough required materials for the number of people to whom the organization will be dispensing medications. In this section of the dispensing plan, the organization will indicate how to copy and organize needed forms. Some sample forms required for recordkeeping can be requested from the Health Department.

In addition to preparing forms to hand out with medications, forms for employee instructions should be prepared. Job Action Sheets are designed to assist the organization in carrying out Closed POD Partner responsibilities. The Job Action Sheet is where the organization can identify job assignments for Closed POD Partner responsibilities. Two job action sheets are included, 1) for the Closed POD Partner Coordinator and 2) for the Dispenser. You may decide to create additional job action sheets for other positions you identify to support your operation.

Lastly, the Closed POD Partner Final Summary Form (Attachment E) should be readily available during an emergency. This is a brief form the organization will complete when finished dispensing medications. It provides a brief summary of the Closed POD Partner effort.

All of the required forms should be filed with the dispensing plan in an easy-to-access location.

3. **Getting site(s) and vehicle(s) ready** involves designating a dispensing site(s) and identifying delivery vehicles (if applicable). The site address and contact information should be recorded as well as contact information for personnel responsible for driving or supplying the vehicles. If assets (building or vehicles) are not owned by the organization, an MOU should be signed between the organization and the supplying organization.
4. **Getting staff ready** involves describing how the organization will select and prepare employees for their Push Partner responsibilities.

Inventory Plans

In this section the organization will identify the person authorized to accept/pick up and sign for the medications from the county warehouse or designated POD and where they will be securely stored. The

organization will also identify who will perform the security escort, initial inventory and ongoing inventory duties. Lastly, the organization needs to identify a system that will track the inventory.

Dispensing Plans

As a Closed POD Partner, one of the main priorities is to protect the employees and their families. The organization will begin to dispense the medications as soon as they have been delivered. The organizational plan should address where dispensing will occur for employees and families. It should include exact locations within the building where an employee will report and any necessary identification needed to screen prior to dispensing. The plan should also prioritize employees in the event a minimum amount is received on the first shipment.

Reporting Plans

The Health Department has a responsibility to provide reports to the state and federal governments regarding medication dispensing. It is important all forms and reports are submitted back to the Health Department following the event. In addition to the Closed POD Partner Final Summary Form, some inventory reports (number of people medicated and remaining inventory numbers) may be requested during the event.

Deactivation: When the Emergency is over

After the event, any remaining medication will need to be returned to the Health Department. The organization's plan should include procedures for the inventory and return of those medications.

SECTION 3: PREPARING FOR THE MEDICATIONS

Request Medications

After completing and signing the Memo of Agreement (MOA is located in beginning of this document), the organization is ready to plan for the receipt of medications during an emergency. Upon declaration of a public health emergency, the Health Department Administrator or designee will contact the organization's Closed POD Partner Coordinator, or backup, to confirm that the organization is still able to dispense medications, to confirm that the numbers of medications needed have not changed and to let the organization know when and where an authorized employee can go to pick up medications.

The estimated numbers of employees and employees' family members will determine how many courses of medications the organization receives. If the organization notices during the dispensing operations that demand of meds is surpassing the organization's allotted supply, the organization may request additional medications before their stock runs out. The request should be made through the Health Department. The contact person, phone number for reporting and any additional supplies will be provided upon pick-up of the medications.

It is possible that not all requests will be filled immediately and your agency may only receive a partial shipment to begin with. In this case, the organization will receive instructions concerning an additional pick-up time and quantity. In these instances you may want to send one bottle home per employee and

have them share with family members until the additional supplies are received. In the rare event enough medications cannot be acquired by the local authorities or state authorities, the Health Department will contact your organization to suggest alternative sites where the organization's employees may get medications.

Prepare to Dispense Medications

Communicate. The first stage of preparation is communication. The organization should inform employees and clients that medications will be dispensed more conveniently at designated locations and they will not have to go to the general population PODs. Advise them to bring or have available a current list of the medications (prescription medications and over the counter drugs, vitamins, minerals and antacids) they take and of any known drug allergies. The organization should let the employees know how it plans to dispense medications once they are received.

There are two possible ways you will be dispensing medications: 1) pulling by dispensing through a line up and 2) pushing by having managers and other staff to deliver medications to the employees while they work.

Copy dispensing materials. The organization will need to make copies of the inventory form, medication screening form and drug information sheets (Samples can be obtained from the Health Department). Also, to support employees in the tasks they perform during an emergency, make copies of the Job Action Sheets (Attachment B) and provide them in advance (be sure to have extra copies to hand out during an emergency). The goal is to have everything prepared so that when the medications arrive the organization can start dispensing right away.

Get site(s) and vehicle(s) ready. The organization will need to prepare the site(s) and vehicle(s) if you are delivering medications to clients, for screening and dispensing. Prepare the designated space(s) and make sure an adequate number of the dispensing-related forms are taken to the site(s) and put in the vehicle(s).

Prepare staff for Closed POD Partner responsibilities. Employees need to get ready to perform their assigned functions, whether helping clients fill out the screening forms, answering questions, dispensing the medications at a specific site or delivering medications. If possible, there should be someone placed solely in charge of tracking the medications; who is not dispensing. This person can track the inventory and the forms, as well as provide information back to the Health Department (possibly the Closed POD Partner Coordinator). If someone other than the Coordinator is managing these responsibilities, it will be important to inform him or her how to order more medications from the Health Department, if needed.

Pickup medications at the Closed POD Partner Distribution Site. An employee of your organization who has been authorized to pick up medications must go to the Distribution Site location that was conveyed in the initial communication from the Health Department announcing the Closed POD Program activation. A security escort could be helpful to insure safety of those medications back to the organization.

The medications will be in unit-of-use bottles with the bottles packed into boxes or sacks. The organization may receive multiple boxes, some partially full, depending on the number of employees, employee family members and clients. Make sure the designated pick-up vehicle can accommodate all of the medications.

Once the medications are picked up, they should be stored in a secure location (at a minimum, a locked room) and stored in a climate controlled, secured location; each medication will have specific requirements for storing and administration (e.g. no extreme heat or cold). Only the person tracking inventory, and security, should have access to the medications to insure a quality control.

SECTION 4: DISPENSING THE MEDICATIONS

Screen for Appropriate Medication

The Health Department requires that each person receiving medications from a Closed POD Partner fill out the Name, Address & Personal History (NAPH) form. Employees who are picking up medications for family members need to list their family members on the same NAPH form. **EVERY person picking up medications MUST fill out a NAPH form.** This is important for quality control.

Screening is critical to ensuring that people get the medication that is best for them. Please note the NAPH form screens strictly for drug allergies. A medication interaction form is also available to handout to patients so they can review the form and ensure the medication they receive is right for them.

To help patients fill out the NAPH form correctly you should plan on the following:

- Signs – if your employee population is large and you expect long lines, putting signs up may help educate employees while they are waiting.
- Translators – if you have employees/clients that speak a different language, cannot read or write, are blind or have another disability, you may need to establish a special needs section and have additional staff assist these people.

Completed NAPH forms must be kept for each and every person to whom you dispense medications. These forms must be forwarded to the Health Department, along with the Closed POD Partner Final Summary Form after the event. If the organization has the resources to electronically capture all the data, please provide a basic spreadsheet listing the information on the NAPH form at the time of submittal. Capturing the data electronically helps to ensure the organization's employees, employee family members and clients receive the correct medication and can easily allow the Health Department to quickly search for medications in question.

Dispense Appropriate Medications and Drug Information Sheets

Once you have determined the appropriate medication in the screening/NAPH form process, you will be giving the client a designated quantity of pills. Be prepared to give the appropriate drug information sheet with the medications/vaccinations. However, it may not always be necessary to do this.

Symptomatic People

It is the policy of the Health Department to direct them to the nearest hospital, or designated facility. Make sure sick employees reporting to work are sent home or to the nearest hospital and are not allowed to stay onsite. Encouraging, or even allowing sick employees to report to and stay at work may spread the disease jeopardizing the lives of your employees, their family members and the clients/patients.

ATTACHMENT A: CLOSED POD PARTNER DISPENSING PLAN TEMPLATE

The organization's Closed POD Partner coordinator designee can fill in this template by responding to the questions or use it to guide in the development of the organization's dispensing plan. Additional guidance is available through the Health Department. Sections 1-3 are required and the remaining are optional.

Name of Agency: _____

Address: _____
Street / City / State / Zip

1. Contact Information

Closed POD Partner Coordinator

Name: _____

(Person assigned to coordinate the organization's Closed POD Partner activities and to communicate with the Health Department)

Coordinator Title: _____

Work Phone: _____ Cell Phone: _____

Pager: _____ Email: _____

Backup Coordinators *(in case Push Partner Coordinator is unavailable)*

Name: _____

Title: _____

Work Phone: _____ Cell Phone: _____

Pager: _____ Email: _____

Name: _____

Title: _____

Work Phone: _____ Cell Phone: _____

Pager: _____ Email: _____

2. Target Audience: (check all that apply)

Who

- Employees
- Employee Family Members

Quantity - Estimate the number of people to whom you will dispense medications for each group below.

Target Audience	Number of Adults	Number of Employee Family Members Adults and Children (Estimate)
Employees, volunteers & contractors		
Other:		

Language

Estimate the # of employees that prefer to speak a language other than English: _____

List the alternate languages: _____

3. Communications Plan

Before the Event

Do you plan to communicate with employees before the event? ___ yes ___ no

If yes, describe how you will do this and who will do it (use the bullet points below to help plan).

Responsible Person: _____

Description of Plan: _____

Before the event, communicate with your employees about:

- *Basics of the Closed POD Partner Program.*
- *Your organization's dispensing plan.*
- *Roles and responsibilities of employees in an emergency involving Closed POD Partners.*
- *Basics on how medications will be dispensed to employees, their family members and clients.*
- *Information they should bring when the medications are dispensed to assist in screening for possible allergies and/or contraindications—to make sure each person gets the best medication for him/her.*

During the Event

How do you plan to communicate with employees during the event?

Describe how you will do this and who will do it (*use the bullet points below to help construct your plan*).

Responsible Person: _____

Description of Plan: _____

During the event, communicate with your employees about:

- *Where and when to report to work (employees only).*
- *Closed POD Partner jobs and how to perform those jobs (employees only).*
- *Where and when they will receive their medications.*
- *What information they should have in order to receive their medications.*
- *Drug information, including what they should do if they have an adverse reaction to the medication.*
- *How they can keep informed about the emergency.*

After the Event

How do you plan to communicate with employees after the event?

Describe how you will do this and who will do it (*use the bullet points below to help construct your plan*).

Responsible Person: _____

Description of Plan: _____

After the event, you may communicate with your employees about:

- *During the recommended course of medications, are they taking their pills? It is important for everyone to take all of their pills (until they are finished).*
- *The outcome of your organization's dispensing effort.*
- *Any questions or concerns they may have and how to find further information, as needed.*

Redundant Communication Systems

Check all methods you will use:

Telephone: External information line Call center/phone bank

Contact# for copy location: _____

Sites

The amount of site preparation will depend on the number of people you plan to dispense medications to at your organization—whether it's a small number of employees, or a large number of employees and/or clients.

Number of sites needed to dispense: _____

Address of site(s): _____
Street / City / State / Zip

Street / City / State / Zip

Are all sites owned by the organization? yes no

If no, are MOU's in place with site owners? yes no

What will you have to do to get site(s) ready (fill in those applicable) to screen for and dispense to staff and/or clients?

Site 1

Tables & Chairs Onsite Need to bring onsite*

*If not onsite list contact person to retrieve: _____

Office Supplies Onsite Need to bring onsite*

*If not onsite list contact person to retrieve: _____

Use the space below to create or attach a layout depicting table setup and flow of patients picking up meds.

Vehicles

What types of vehicles will be used to pickup meds from the county distribution center?

- Agency owned
- Employee owned
- Rented or partner agency*

List contact person for acquiring vehicles: _____

If delivering medications (e.g., to client homes), how many vehicles will be needed? _____

What types of vehicles will be used to deliver meds?

- Agency owned
- Employee owned
- Rented or partner agency*

List contact person for acquiring vehicles: _____

What will you have to do to get vehicles ready to screen for and dispense to clients?

Remember to organize copies of forms per site/vehicle and deliver them to site(s) and vehicle(s).

Staff

Identify responsible staff assisting with the organization's dispensing operation:

Role, name, Wk #, Cell#, Trained

Role	Name	Wk#	Cell#	Trained in role
Coordinator				
Coordinator				
Dispenser				
Dispenser				
List others				

5. Inventory

Receipt

Person(s) authorized to pick-up and sign for the medications (*please list all with authority*):

- Closed POD Partner Coordinator
- Backup #1
- Backup #2
- Other: (*If other, please specify*): _____

*The person(s) authorized to accept pick up medications must present 1) a business issued ID **and** 2) an organization ID or signed letter from the organization's Director/Owner explicitly authorizing that person to pick up the medications.*

Managing

Where do you plan to store the medications? *The medications should be stored in a secure location (at a minimum a locked room) and stored in a climate controlled area.*

All remaining medications must remain secured after dispensing is completed until the scheduled return of the medications to the Health Department.

6. Dispensing

Employees

Employees will be instructed to report to work for the medications or to the following location(s) to pick-up the medications for themselves and their families:

1. Building Name & Address: _____

Room Number or Location: _____

2. Building Name & Address: _____

Room Number or Location: _____

3. Building Name & Address: _____

Room Number or Location: _____

Employees will be required to show: No ID Employee ID State Driver's License

Screening

NAPH Form - Every person picking up medications will be required to fill out one NAPH form for all of the individuals they are receiving medications for. Employees will not receive medication until a NAPH form has been completed and turned in. *(An electronic NAPH form may be obtained from the Health Department.)*

Drug Information Sheet – Every person picking up medication will receive a drug information sheet to ensure they are familiar with the medications they receive.

7. Reporting

Reports

The organization will provide all information requested by the Health Department. It is understood regular call-in reports of medication inventory may be required. These reports will be phoned into the Health Department at their designated schedule.

All patient NAPH forms will be returned to the Health Department and will be kept in a secure location until that transfer is made.

The organization will tally up for the end of the event:

Total # of Patients Seen (# of NAPH forms collected)

Overall total # of regimens dispensed (# of people listed on all NAPH forms)

The organization will be able to type in the information on the NAPH form in a basic Excel Spreadsheet prior to returning them to the Health Department. yes no

8. Deactivation

Returning Medications

When the emergency is over, the Health Department will inform the Closed POD Partner Coordinator, or backup, when and where to return leftover medications.

NAPH forms (and electronic file if available) should be returned at the same time.

ATTACHMENT B: JOB ACTION SHEETS

JOB ACTION SHEET – Closed POD PARTNER COORDINATOR

Position assigned to: Closed POD Partner Coordinator

Staff Name: _____

Mission: Act as lead contact person for the Health Department. Coordinate the overall Closed POD Partner effort at the organization.

Dispensing Plan

- Familiarize yourself with the Closed POD Partner Program Planning Guidance Document.
- Complete the organization's Closed POD Partner Dispensing Plan and provide an electronic copy to the Health Department.
- Review your Closed POD Partner Dispensing Plan periodically to ensure accuracy.
- Communicate the Closed POD Partner Dispensing Plan to your employees and inform staff of their responsibilities in the effort

Getting the Medications

- Get information about activation of the dispensing plan from the Health Department via email/phone.
- Request additional medications if initial estimates are insufficient by calling the contact number provided upon initial delivery
- Preparation/Set up logistics
- Communicate with your employees and clients that you will be dispensing medications
- Copy dispensing materials (screening/NAPH forms and drug information sheets)
- Send an authorized staff person to the Closed POD Partner Distribution Site to pick up medications

Dispensing the Medications

- Monitor dispensing of medications on-site
- Ensure appropriate screening and drug dispensing
- Ensure distribution of drug information sheets
- Monitor dispensing of medications (*at the facility, any deliveries, and/or at an alternate location*)
- Ensure appropriate screening and drug dispensing
- Ensure distribution of drug information sheets
- Provide inventory updates and patient counts to the Health Department, as requested
- Complete the Closed POD Partner Final Summary Form and submit to the Health Department at the end of the event

JOB ACTION SHEET – Closed POD PARTNER DISPENSER

Position assigned to: Dispensing

You report to: Push Partner Coordinator

Staff name: _____

Mission: Screen and, if appropriate, dispense medication per screening process for those with no contraindications to the standard prophylaxis with appropriate medication information sheet.

Prepare to Dispense

- Receive assignment from Closed POD Partner Coordinator
- Read this entire Job Action Sheet
- Familiarize self with screening process, dispensing of medications and medication information sheets

Dispense Medications

- Screen employees, employee family members, clients, and other designated persons for appropriate medications according to screening process/NAPH Form.
- Ensure a NAPH Form is completed for every person picking up medications
- Ensure that medication dispensed is properly labeled
- Distribute appropriate medication information sheets. Instruct recipients that they need to read the instructions about what to do if they are taking one of the listed drugs. In cases where drug information sheets are not distributed, inform recipients that they should go to the CDC website or the Johnston County Health Department website for information about the drugs they just received.
- Give Closed POD Partner Coordinator feedback about what is working well and what is not working well

**IF YOU ENCOUNTER A PROBLEM WHILE DISPENSING, CONTACT YOUR
CLOSED POD PARTNER COORDINATOR IMMEDIATELY**

ATTACHMENT C: CLOSED POD PARTNER FINAL SUMMARY FORM

Included in this attachment is the Closed POD Partner Final Summary Form to be completed and submitted after the event.

Closed POD Partner Final Summary Form

The information for this form should be collected throughout the event and submitted to the Health Department within 48 hours after completion .of the organization's mass dispensing/vaccination campaign (all employees, employee family members, clients have received medication).

Organization Information:

Closed POD Partner organization name: _____

Organization address: _____

Closed POD Partner Coordinator name: _____

Coordinator work phone: _____

Coordinator email: _____

Activation/Start-up Information:

Time of activation (received initial phone call): _____

Time of medication pick-up at distribution center: _____

Initial quantity received: (Doxy/Cipro/Other) _____

Start time for employee prophylaxis: (Date/time employees instructed to arrive) _____

Start time for client prophylaxis: (Date/time clients instructed to arrive) _____

End time: (Date/time last prophylaxis issued) _____

Final Numbers:

Total number of people who went through: (number of NAPH forms) _____

Total number of people receiving medications: (number of bottle of pills issued) _____

Total number of medication bottles returning: _____

**TOWN OF CLAYTON
TOWN COUNCIL
AGENDA COVER SHEET**

Agenda Item: 5a

Meeting Date: 12/17/12

TITLE: PRESENTATION OF PRELIMINARY SUBDIVISION REQUEST SUB 2012-96 FOR EAST VILLAGE UNITS M2 & M3.

DESCRIPTION: The applicant, HagerSmith Design, is requesting the review of major subdivision request SUB 2012-96. The application is for the subdivision of land units M2 & M3 consisting of 9.35 acres. These two land units, located in the southwest corner of the East Village development, with frontage on the future East Front Street Extension, were approved for either multi-family or single-family development. In accordance with the two approved land uses, and in order for the developer to determine the ultimate best land use for this portion of the overall development tract, two subdivision options have been submitted for review.

RELATED GOAL: Manage Growth Producing Quality Developments

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
12-17-12	Presentation & Public notice.	Application, Neighborhood Meeting information, staff Report, Townhome layout, Single-family subdivision Layout, & Site Plan.



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

SUBDIVISION APPLICATION

Pursuant to Article 7, Section 155.706 of the Unified Development Code, an owner of land within the jurisdiction of the Town (or a duly authorized agent) may petition the Town of Clayton to approve a Subdivision (major, minor, final plat, or exempt) application. Applicants seeking subdivision approval shall schedule a pre-application conference with the Planning Director in accordance with Section 155.702(A).

Subdivision applications must be accompanied by nine (9) sets of the application, nine (9) sets of required plans, an Owner's Consent Form (attached) and the application fee. The application fees are as follows:

- *Minor Subdivision: \$200.00 +5.00/lot.*
- *Major Subdivision: 2-15 Lots = \$200.00 +5.00/lot; 16-40 Lots = \$300.00 +5.00/lot; 41-80 Lots = \$400.00 +5.00/lot; 81+ Lots = \$500.00 +5.00/lot; and. Open Space Subdivision = \$500.00 + \$5/lot.*
- *Final Plat: \$250.00*
- *Exempt Map/Recombination: \$50.00*

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 Major Subdivision applications.

SUBDIVISION TYPE:

Application Type:

- Minor Subdivision
 Major Subdivision
 Final Plat
 Exempt Map
 Recombination

SITE INFORMATION:

166806-49-8859

Name of Project: East Village Residential Land Units M2 & M3 Subdivision Plan Acreage of Property: 9.35 Acres (Land Units M2 & M3)

Preliminary Plat Approval Date (if applicable): _____

Parcel ID Number: 166806-49-7689 & 166807-59-6372 Tax ID: 05037010E & 05037010B

Location: Fronts on future East Front Street Extension, with Walden Subdivision to the east

Section(s): _____ Phase(s): Phases 2 & 3 of PDD-R 2012-05, Master Plan Zoning & Phasing (Sheet MP-1)

Number of Lots (Existing): 1 (Proposed): (57) Townhouse Option or (41) Single-Family Min. Lot Size: 3,450 SF (Townhse Option) 5,617 SF (Single-Family Optic)

Zoning District: PD-R/ R-6 Planned Development? (Y/N): Y Electric Provider: CP&L

Specific Use: Residential Subdivision for Land Units M2 & M3 of East Village Master Plan Amendment (PDD-R 2012-05): Townhome & Single-Family options

Recreation/Open Space Requirement: Fee in lieu Land Dedication (acreage) 2.05 Acres-
 Greenway & Utility Easement previously approved, as part of Master Plan Amendment (PDD-R 2012-05)

FOR OFFICE USE ONLY

File Number: PSD 2012-96 Date Received: 10/11/2012 Amount Paid: \$685.00

OWNER INFORMATION:

Name: East Village Investments, LLC, LLC c/o Hubie Tolson
Mailing Address: 2217 Stantonburg Rd, Greenville, NC 27834
Phone Number: 252-638-4215 Fax: 252-638-7456
Email Address: hubie@uhfdevelopmentgroup.com

APPLICANT INFORMATION:

Applicant: HagerSmith Design
Mailing Address: 300 S Dawson St, Raleigh, NC 27601
Phone Number: 919-821-5547 Fax: 919-828-4050
Contact Person: Jimmy Thiem
Email Address: jthiem@hagersmith.com

REQUIRED PLANS AND SUPPLEMENTAL INFORMATION

The following items must accompany a Subdivision Plan application. This information is required, except where otherwise noted:

- Required plans *(please see the plan requirements checklist below)*.
- Road Name Approval Application *(if applicable)*.
- A signed and sealed traffic impact analysis *(if required)*.
- Verification of wastewater allocation *(granted or requested)*.
- Verification of approval for the potable water and waste water system improvements from North Carolina Department of Environment and Natural Resources (NCDENR).
- Verification of approval for individual well and septic systems from Johnston County Department of Environmental Health Services *(if applicable)*.
- Driveway permits *(Town of Clayton or NCDOT encroachment with associated documentation)*.
- A copy of proposed deed restrictions and/or covenants *(if applicable)*.

APPLICANT AFFIDAVIT

I/We, the undersigned, do hereby make application and petition to the Town of Clayton to approve the subject Subdivision Plan. 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.

Jimmy Thiem
Print Name


Signature of Applicant

October 1, 2012
Date

APPLICANT STATEMENT – MAJOR SUBDIVISIONS ONLY

Section 155.706(I)(10) of the Unified Development Code requires that certain findings must be made by the Town Council before a Major Subdivision may be approved. Outline below (you may attach additional sheets) how the application addresses each of the following findings:

- (1) That the subdivision meets all required specifications of the town Subdivision Regulations and conforms to the town Unified Development Code.

See Attachment

- (2) That the subdivision will not be detrimental to the use or orderly development of other properties in the surrounding area and will not violate the character of existing standards for development of properties in the surrounding area.

See Attachment

- (3) That the subdivision design will provide for the distribution of traffic in a manner that will avoid or mitigate congestion within the immediate area, will provide for the unified and orderly use of or extension of public infrastructure, and will not materially endanger the environment, public health, safety, or the general welfare.

See Attachment

- (4) That the subdivision will not adversely affect the general plans for the orderly growth and development of the town and is consistent with the planning policies adopted by the Town Council.

See Attachment

**PLANNING DIRECTOR'S CERTIFICATE
(EXEMPT MAP)**

THIS PLAT IS EXEMPT FROM SUBDIVISION
REGULATION WITHIN THE TOWN OF
CLAYTON PLANNING JURISDICTION.

DATE PLANNING DIRECTOR

REVIEW OFFICER'S CERTIFICATE

STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

I, _____, REVIEW
OFFICER OF JOHNSTON COUNTY, CERTIFY
THAT THE MAP OR PLAT TO WHICH THIS
CERTIFICATION IS AFFIXED MEETS ALL
STATUTORY REQUIREMENTS FOR
RECORDING.

DATE REVIEW OFFICER

**CERTIFICATE OF PUBLIC UTILITIES
(Major Plats Only)**

ALL OBLIGATIONS AND REQUIREMENTS FOR
THE UTILITIES TO SERVE
_____ SUBDIVISION,
SECTION _____, LOTS _____, AS SET
FORTH BY THE TOWN OF CLAYTON PUBLIC
WORKS DEPARTMENT, HAVE BEEN MET AND
ARE SATISFACTORY FOR THE PURPOSE OF
RECORDING THE SUBDIVISION MAP.

DATE TOWN MANAGER

NOTE: NO STRUCTURES TO BE BUILT INSIDE
ANY UTILITY EASEMENT.

NOTICE TO CONNECT TO PUBLIC UTILITY
SYSTEM

HOMEOWNER IS REQUIRED TO CONNECT
TO PUBLIC WATER (AND SEWER, WHERE
AVAILABLE) BEFORE CERTIFICATE OF
OCCUPANCY IS ISSUED FOR THE PRINCIPAL
STRUCTURE.

**CERTIFICATION FOR WATER SUPPLY AND
SEWAGE DISPOSAL SYSTEMS**

CERTIFICATE OF PRELIMINARY APPROVAL
OF WATER SUPPLY AND SEWAGE DISPOSAL
SYSTEMS INSTALLED FOR INSTALLATION IN

SUBDIVISION MEET PUBLIC HEALTH
REQUIREMENTS AS DESCRIBED IN APPENDIX
II JOHNSTON COUNTY SUBDIVISION
REGULATIONS. FINAL APPROVAL FOR
INDIVIDUAL LOTS WITHIN THIS SUBDIVISION
WILL BE BASED ON DETAILED LOT
EVALUATION UPON APPLICATION AND
SUBMISSION OF PLAN FOR PROPOSED USE.
THIS PRELIMINARY CERTIFICATION IS
ADVISORY ONLY AND CONFERS NO
GUARANTEE.

DATE HEALTH REPRESENTATIVE

NOTE: EACH LOT SHOWN HEREON MAY
REQUIRE THE USE OF SEWAGE PUMPS, LOW
PRESSURE PIPE SYSTEMS, FILL SYSTEMS,
INNOVATIVE SYSTEMS OR ANY OTHER
ALTERNATIVE SYSTEM TYPE AND SITE
MODIFICATIONS SPECIFIED IN THE NORTH
CAROLINA LAWS AND RULES FOR SEWAGE
TREATMENT AND DISPOSAL SYSTEMS, 15A
NCAC 18A SECTION 1900. THE ACTUAL
SYSTEM TYPE, DESIGN AND SITE
MODIFICATIONS WILL BE DETERMINED AT
THE TIME OF PERMITTING.

**TOWN OF CLAYTON TOWN MANAGER
CERTIFICATION FOR A FINAL PLAT**

"I HEREBY CERTIFY THAT THE TOWN OF
CLAYTON, NC HAS APPROVED THIS PLAT
FOR RECORDING IN THE OFFICE OF THE
JOHNSTON COUNTY REGISTER OF DEEDS,
AND ACCEPTS THE DEDICATION OF
STREETS, EASEMENTS, RIGHTS-OF-WAY,
AND PUBLIC LANDS SHOWN THEREON, BUT
ASSUMES NO RESPONSIBILITY TO OPEN OR
MAINTAIN THE SAME UNTIL, IN THE OPINION
OF THE CLAYTON TOWN COUNCIL, IT IS IN
THE PUBLIC INTEREST TO DO SO."

DATE TOWN MANAGER

CERTIFICATE OF FLOODWAY INFORMATION

PROPERTY SHOWN HEREON _____ IS _____ IS NOT LOCATED IN A FEMA DESIGNATED FLOOD ZONE.

FLOOD HAZARD PANEL NO.

EFFECTIVE DATE: _____

DATE SURVEYOR

**DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS CERTIFICATION**

PROPOSED SUBDIVISION ROAD
CONSTRUCTION STANDARDS CERTIFICATION

APPROVED: _____
DATE DISTRICT ENGINEER

NOTE: ONLY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION APPROVED STRUCTURES ARE TO BE CONSTRUCTED ON PUBLIC RIGHT-OF-WAY.

NOTE: SITE TRIANGLE TAKES PRECEDENT OVER ANY SIGN EASEMENT

NOTE: OWNER, DEVELOPER, OR CONTRACTOR SHALL SET THE CENTERLINE OF THE EXISTING ROADWAY DITCH BACK TO A MINIMUM OF 12 FEET FROM THE EXISTING/PROPOSED EDGE OF PAVEMENT ALONG ALL ROAD FRONT LOTS.

NOTE: ALL DRAINAGE EASEMENTS SHALL BE DEDICATED AS PUBLIC AND IT SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS TO MAINTAIN THE DRAINAGE EASEMENTS AND ANY DRAINAGE STRUCTURES THERE IN, SO AS TO MAINTAIN THE INTEGRITY OF THE DRAINAGE SYSTEM AND INSURE POSITIVE DRAINAGE.

ROAD MAINTENANCE STATEMENT OF UNDERSTANDING

I, _____ DEVELOPER/OWNER AM RESPONSIBLE FOR THE CONSTRUCTION, MAINTENANCE AND REQUIRED ROAD IMPROVEMENTS OF SUBDIVISION STREETS UNTIL:

APPROVED/TAKEN OVER BY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION FOR PUBLIC ROADS, OR

APPROVED/TAKEN OVER BY HOMEOWNERS ASSOCIATION FOR PRIVATE ROADS MAINTENANCE, OR

PRIVATE ROAD MAINTENANCE AGREEMENT IS SIGNED AND RECORDED BY OWNERS OF EACH LOT.

DATE DEVELOPER/OWNER

JOHNSTON COUNTY REGISTER OF DEEDS

STATE OF NORTH CAROLINA, JOHNSTON COUNTY

THIS INSTRUMENT WAS PRESENTED FOR REGISTRATION AND RECORDING THIS _____ DAY OF _____ 20____ AT _____.

_____ BY _____
REG. OF DEEDS ASST. REG. OF DEEDS

ADJACENT PROPERTY OWNERS LIST

Project Name: East Village Residential Land Units M2 & M3 Subdivision Plan

The following are all the persons, firms, or corporations owning property within 100 feet and immediately adjacent to the property (including across street rights of way) subject to this request. It is the responsibility of the applicant to correctly identify the current owner, based upon records in the Johnston County GIS Office, for all property owners of land within the required public notice radius.

PARCEL NUMBER	NAME	ADDRESS
166807-69-1214	PYRTLE, SILVIA & LARRY	2021 WALDEN WAY CLAYTON, NC 27527
166807-69-1044	FEDERAL NATIONAL MORTGAGE	P O BOX 650043 DALLAS, TX 75265-0043
166807-68-1885	YATES, THOMAS W. JR & AIDA L.	2013 WALDEN WAY CLAYTON, NC 27527
166807-68-2606	SCHMIDT, ARTHUR R.	2009 WALDEN WAY CLAYTON, NC 27527
166807-68-2404	EAST VILLAGE INVESTMENTS, LLC	227 E FRONT ST NEW BERN, NC 28560
166807-68-1400	BELL, BETTY BROWN	287 OLD NC HWY 42 E CLAYTON, NC 27527
166807-58-9209	MURPHEY, LOUIS	124 PECAN LANE CLAYTON, NC 27527
166807-58-8300	PEELE, MARTHA P.	122 PECAN LANE CLAYTON NC 27527
166807-58-7304	MARTINEZ, MARCIO	120 PECAN LANE CLAYTON NC 27527
166807-58-6433	JONES, GREGORY C. & ANGELA V.	118 PECAN LANE CLAYTON, NC 27520
166807-58-3397	BALDWIN, ELIZABETH A.	116 PECAN LANE CLAYTON, NC 27520
166806-39-4560	EAST VILLAGE INVESTMENTS, LLC	227 E FRONT ST NEW BERN, NC 28560



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

OWNER'S CONSENT FORM

Residential Land Units M2 & M3
Name of Project: Subdivision Plan **Submittal Date:** October 1, 2012

OWNERS AUTHORIZATION

I hereby give CONSENT to Jimmy Thiem, HagerSmith Design (type, stamp or print clearly full name of agent) to act on my behalf, to submit or have submitted this application and all required material and documents, and to attend and represent me at all meetings and public hearings pertaining to the application(s) indicated above. 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 I have full knowledge the property I have an ownership interest in the subject of this application. 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 acknowledge that additional information may be required to process this application. I further consent to the Town of Clayton to publish, copy or reproduce any copyrighted document submitted as a part of this application for any third party. I further agree to all terms and conditions, which may be imposed as part of the approval of this application.

[Signature] HUMBERT G. TOLSON, III 9/25/12
Signature of Owner *Print Name* *Date*

CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER

I hereby certify 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.

[Signature] JAMES E. THIEM III 10/01/12
Signature of Owner/Applicant *Print Name* *Date*

FOR OFFICE USE ONLY

File Number: _____ Date Received: _____ Parcel ID Number: _____



Architecture
Landscape Architecture
Planning
Business Interiors
Construction Management



October 1, 2012

To: David DeYoung
From: Jimmy Thiem

**RE: East Village of Clayton
Land Units M2 and M3 Subdivision
Subdivision Alternates Description**

The original approved (July 17, 2006) residential subdivision of the East Village of Clayton project envisioned a mix of single-family residences, traditional townhouses and "garden" townhouses. At the time, there was clear demand for all three of these housing types. In 2008, the economic downturn severely impacted residential development nationwide. As with many other residential projects in North Carolina, East Village had to shift its focus from building to re-evaluating the residential market and identifying financial funding sources to support construction and owner financing. With the reduction in single-family home sales, there was a significant increase in demand for rental housing (apartments). East Village saw their location, particularly close to Downtown Clayton, as an excellent opportunity to meet this need. In 2011 the owners of East Village acquired from HUD preliminary financial and plan approval for a 298 unit garden apartment development, The Arbors.

Wishing to retain the core single-family area in the original master plan, the site selected for The Arbors supplanted the area originally planned for the traditional townhouses in addition to supplanting some of the original single-family homes. This left the original garden townhomes site as the only area remaining to potentially provide the option to buyers of an owner-occupied housing type different from the traditional single-family lot development.

As the East Village project team updated the master plan in 2011 the owners began receiving much feedback from both the development community as well as potential future home buyers regarding what housing types they should consider for the garden townhomes site. Interest was expressed for both additional single-family homes as well as a townhouses. Thus, when the master plan was approved as PDD-R 2012-05, both these options were designated for Land Units M2 and M3 – the original garden townhomes site.

With an intention of wishing to create more definitive plans for both planning and marketing purposes, the East Village development determined that it was appropriate to seek preliminary approval for both the single-family as well as the townhouse option. This strategy has allowed the project team to compare the two alternatives from both an engineering and cost perspective. The alternative schemes will also be valuable in determining the final housing type through input from prospective builders and future buyers. Finally, having preliminary approval for both plans will assist in expediting the final planning and construction of the project.

Both the single-family and townhome schemes were prepared to meet the requirements of PDD-R 2012-05 and other Town of Clayton standards as applicable. This approach also provides the Town of Clayton with a unique opportunity to concurrently review two alternatives schemes for the same site.

EAST VILLAGE OF CLAYTON
LAND UNITS M2 & M3
MAJOR SUBDIVISION
APPLICANT STATEMENT

October 1, 2012

1. That the subdivision meets all required specifications of the town Subdivision Regulations and conforms to the town Unified Development Code.

This application is submitted under the provisions of PDD-R 2012-05. Specifically, this application addresses the subdivision of Land Units M2 & M3 of that PDD. These Land Units are designated in the PDD Master Plan as either townhouse or single-family residential uses. Overall design and layout of streets (private for townhouses, public for single-family), sidewalks, water and sewer (connections to Town utilities) are proposed to be consistent with present Town of Clayton standards. Proposed open space and greenways are generally consistent in area and location as per the approved PDD.

2. That the subdivision will not be detrimental to the use or orderly development of other properties in the surrounding area and will not violate the character of existing standards for development of properties in the surrounding area.

The majority of properties surrounding the proposed subdivision are either already developed or are a part of the overall East Village of Clayton project. The subdivision has also taken into account the latest alignment for the proposed East Front Street project being administered by the Town of Clayton. The subdivided property is adjacent to the Walden subdivision along its east boundary. A Type C Buffer (10') and a 20' greenway easement per the PDD Master Plan is provided along the boundary shared with the Walden subdivision.

3. That the subdivision design will provide for the distribution of traffic in a manner that will avoid or mitigate congestion within the immediate area, will provide for the unified and orderly use of or extension of public infrastructure, and will not materially endanger the environment, public health, safety, or the general welfare.

Development of the M2 & M3 Land Units relies on the extension of East Front Street from its present terminus south of Mill Street to old N.C. Highway 42. This extension of Front Street, a collector street, serves as the main vehicular access for the East Village of Clayton project. Its location and design were fully coordinated with the Town of Clayton which envisions this street as an important vehicular link between downtown and Highway NC-42. A traffic study assessing the vehicular capacity of East Front Street to accommodate the proposed development was prepared and submitted to the Town as part of the PDD-R 2012-05 process. This study, through the Town of Clayton staff, was also submitted to NCDOT for review and comment. With regard to the M2 and M3 Land Units, two comments pertaining to the public street entry drive, the single-family development's primary vehicular access, off of East Front Street, were noted to be provided in the East Front Street design: (1) for west bound traffic provide a 100' right turn lane, (2) for east bound traffic, provide a left turn lane. These elements are to be included in the Town's design of East Front Street. The west bound turn lane directly impacts the M2 Land Unit which is south of and abuts proposed East Front Street. The turn lane is shown on the subdivision plan. An additional recommendation of the traffic study is related to a traffic signal to be provided at the intersection of East front Street and Highway NC-42. Per PDD-R 2012-05 conditions, a warrant analysis is to be prepared by the East Village developer upon completion of East Front Street to determine when the traffic signal needs to be constructed based on traffic volumes. Vehicular access to Land Units M2 and M3 are provided off of the single-family subdivisions main access drive from Front Street or off the single-family subdivision's

man loop drive. No vehicular access drives are proposed from Land Unit M3 to proposed East Front Street.

Water service to Land Units M2 and M3 will be via public waterlines installed in the single-family subdivision's public residential streets which will be connected to the public water main recently installed by Johnston County in the future East Front Street alignment. Lots will be serviced by public gravity sewer lines which will tie to a public gravity sewer system planned for the single-family subdivision. This entire network flows to a proposed public sanitary sewer pump station on the west side the East Village development to be constructed with East Village's "The Arbors" apartment project. All streets and utilities shall be built to Town of Clayton construction standards where applicable.

4. That the subdivision will not adversely affect the general plans for the orderly growth and development of the town and is consistent with the planning policies adopted by the Town Council.

This project's M2 and M3 Land Units are a part of the East Village of Clayton PDD-R 2012-05 Master Plan, which was prepared under the advisement of the Town Manager's office, the Planning Department, the Town Engineer, and the Public Works Department. The Master Plan was approved by both the Planning Board and Town Council. At that time, key planning principles for the Town which were considered in the planning of project included:

- a. Transportation – Provide for extension of East Front Street from downtown to N.C. Highway 42. Provide for a safe and efficient network of public and private streets within the development.
- b. Downtown Clayton connection – Provide for housing and other related land uses in close proximity to Downtown Clayton to support and enhance Downtown as a thriving traditional commercial town center.
- c. Mixed-use – Provide, as appropriate and practicable, a variety of residential (single and multi-family) and non-residential (retail, office) land uses appropriate to the surrounding context of adjacent properties.
- d. Development Character – Incorporate development patterns reflective of traditional, older neighborhoods and the Downtown Clayton community.
- e. Utilities – Provide for extension and use of public water and sanitary sewer services.
- f. Natural Resources – Preservation and enhancement of on-site natural resources which primarily focus on perennial streams and woodland stream buffers.
- g. Open Space – Provide a variety of open space areas and amenities appropriate to the residential character of the East Village of Clayton development.
- h. Greenway – Incorporate a public greenway linking the multi-purpose trail along proposed East Front Street with the various residential elements of the development.
- i. Stormwater management – Provide for management of stormwater runoff consistent with applicable Town of Clayton standards.

The Town Council PDD Master Plan incorporates the above planning principles thus being consistent with Town planning policies. Both alternative subdivision plans for M2 and M3 Land Units are consistent with the PDD Master Plan, and thus reflect these planning principles. The development of this parcel, as a part of the approved PDD Master Plan does not adversely affect the orderly growth and development of the town.



October 30, 2012

Dear Clayton Area Property Owner,

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

Meeting Date: Tuesday, November 13th 2012

Location: The Clayton Center, Four Oaks Room (Second floor up from the main lobby)
111 East 2nd St., Clayton, NC 27520

Time: 6:30 PM

Type of application: Major Subdivision

General Description: This permit application is for the subdivision of land units M2 & M3 (9.35 acres) of the overall East Village of Clayton Master Tract (74.79 acres). These two land units, located in the southeast corner of the East Village development, with frontage on the future East Front Street Extension, were approved for either multi-family or single-family use as part of the East Village Master Plan Amendment (PDD-R 2012-05). In accordance with the two approved land uses, and in order for the developer to determine the ultimate best land use for this portion of the overall development tract, two subdivision options have been submitted for review. The first option subdivides the two land units into lots for a townhome development, and the second option shows the subdivision of lots into a single-family development.

If you have any questions prior to or after this meeting, please contact me at (919) 821-5547.

Best Regards,

A handwritten signature in black ink that reads "Jimmy Thiem". The signature is written in a cursive, flowing style.

Jimmy Thiem, Landscape Architect, VP
HagerSmith Design, PA

NEIGHBORHOOD MEETING ATTENDANCE ROSTER

Applicant: HagerSmith Design, PA (Project: East Village Residential Land Units M2 & M3 Subdivision Plan)

Location/Date: The Clayton Center/ 11/12/2012

	NAME	ADDRESS
1	Emily Beddingfield	23 Great View Ct Clayton
2	DAVE DeBout	111 E. SECOND ST. CLAYTON
3	Stephanz Cole	300 S. Dawson St, Raleigh
4	JIMMY THIEM	300 S. DAWSON ST., RALEIGH
5		
6		
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**EAST VILLAGE OF CLAYTON
M2 & M3 Land Units Subdivision
Neighborhood Meeting Notes**

S 2012 96

Meeting Date: 11/12/2012

Meeting Time: 6:30-7:30pm

Meeting Location: The Clayton Center downstairs lobby

Number of attendees: 4 attendees (signed roster) (includes 2 project representatives & 2 Town of Clayton Planning staff). No members of the general public attended the meeting.

The following drawings were displayed for public review

- L-102 Townhouse subdivision street tree plan (showing subdivision of lots)
- L-202 Single-family subdivision street tree plan (showing subdivision of lots)
- East Village single-family subdivision plan showing location of M2 and M3 land units in relationship to overall project.

Comments from attendees

- No members of the general public attended the meeting. Therefore, no questions were received.

End of Notes



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

Town Council

STAFF REPORT

Application Number: PSD 2012-96
Project Name: East Village of Clayton Units M2 & M3
NC PIN: 166806-49-8859 (portion thereof)
Town Limits/ETJ: Town Limits
Applicant: HagerSmith Design, PA
Owners: East Village Investments LLC

Agent: Jimmy Thiem, HagerSmith Design, PA

Neighborhood Meeting: Held November 13, 2012

PROJECT LOCATION: The subject site fronts on East Front Street (Extension) to the south and borders Walden Subdivision to the north and east. The property is located within the town limits of Clayton.

REQUEST: The applicant is requesting preliminary subdivision approval for a 9.35 acre parcel within East Village. This subdivision approval request includes land units M2 and M3 of the approved East Village of Clayton master plan (PDD 2012-05, approved April 2, 2012). The request includes two different subdivision options, one for townhomes and one for single family homes. The property is zoned PD-R (Planned Development – Residential).

SITE DATA:

Acreage: 9.35 Acres

Number of Lots: Townhome Option: 57 townhouse lots
Single Family Option: 41 single family lots

Open Space: 7.38 acres of open space is proposed for all of Lot 3 tract of the master plan

Present Zoning: PD-R (Planned Development-Residential)

Proposed Zoning: Same

Existing Use: Vacant

Impervious Surface: The East Village master plan was approved for up to 70% impervious surface

DEVELOPMENT DATA:

Proposed Use: Residential Single Family OR Residential Townhome

ENVIRONMENTAL: The subject site has no significant environmental concerns.

ADJACENT ZONING AND LAND USES:

North: Zoning: PD-R
Existing Use: Vacant

South: Zoning: R-6
Existing Use: Residential

East: Zoning: R-E
Existing Use: Residential Walden Subdivision

West: Zoning: PD-R, B-2
Existing Use: Vacant

STAFF ANALYSIS AND COMMENTARY:

The applicant is requesting preliminary subdivision approval for two development options for the M2 and M3 land units, located on Lot 3 of the East Village of Clayton Master Plan (PDD 2012-05), which was approved by the Town Council on April 2, 2012. The property is generally located on the north side of the future extension of East Front Street and bounded on the east by Walden subdivision.

The applicant is requesting approval for two development scenarios. Approval of both scenarios will give the applicant the choice to develop the site with either single family or multi-family units. With either option, the overall number of residential units will not exceed the total number approved for the East Village Master Plan. All other agreements in the Master Plan will be upheld as well.

The proposed subdivision would have access from the East Front Street Extension.

- **Consistency with the Strategic Growth Plan**

The proposed use is consistent with the Strategic Growth Plan Proposed Land Use map, which designates the proposed land use of the subject site as Residential.

The proposed development is consistent with the following objectives of the Strategic Growth Plan:

- Objective 2.1 - Balanced Development/Investment: Old & New,
- Objective 2.2 - Infrastructure & Services Capacity to Support Growth,
- Objective 2.5 - More Housing Opportunities: Beyond Starter Homes, and;
- Objective 5.1 - More Developed Parks and Parkland.

- **Consistency with the Unified Development Code**

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

- **Compatibility with Surrounding Land Uses**

The land use is compatible with the surrounding area and is part of an approved master plan.

- **Waivers/Deviations/Variances from Code Requirements**

None requested.

OTHER:

FIRE PROTECTION: The Town of Clayton Fire Department will provide fire protection.

SCHOOL IMPACTS: Students generated from the development which attend public schools will be enrolled in the Johnston County School system.

PARKS AND RECREATION: 7.38 acres of open space is proposed for Lot 3 of the master plan. The overall East Village development exceeds the required set aside of 12.5 percent for recreation and open space.

ACCESS/STREETS: Access to the subdivision will be off of E Front Street Extension. Driveway permits are subject to Town of Clayton approval.

WATER/SEWER PROVIDER: Town of Clayton

ELECTRIC PROVIDER: Town of Clayton

STAFF RECOMMENDATION: Approval

PLANNING BOARD RECOMMENDATION: A motion was made by Ronald Johnson and seconded by David Teem to recommend approval of the two subdivision options with the following conditions:

Proposed Conditions of Approval for the Townhome Option:

- 1) Parking shall be permitted on one side of the street only.
- 2) The Planning Department shall review and approve the final architectural elevations.

No conditions were proposed for the single family home option.

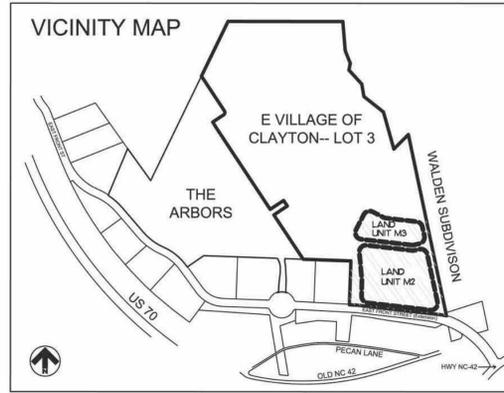
Attachments:

- 1) Application
- 2) Neighborhood Meeting Information
- 3) Townhome Layout Graphic
- 4) Single Family Layout Graphic
- 5) 11"x17" plan set

ADJACENT PROPERTY OWNERS:

PROP #	NC PIN	OWNER NAME/ADDRESS
1	166807-69-1214	SILVIA & LARRY PYRTLE/ 2021 WALDEN WAY, CLAYTON, NC 27527
2	166807-69-1044	FEDERAL NATIONAL MORTGAGE/ PO BOX 650043, DALLAS TX 75265-0043
3	166807-68-1885	THOMAS W. JR & AIDA L. YATES/ 2013 WALDEN WAY, CLAYTON, NC 27527
4	166807-69-2638	ARTHUR R. SCHMIDT/ 2009 WALDEN WAY, CLAYTON, NC 27527
5	166807-68-2404	EAST VILLAGE INVESTMENTS, LLC/ 227 E FRONT ST, NEW BERN, NC 28560
6	166807-68-1400	BETTY B. BELL/ 287 OLD NC HWY 42 E, CLAYTON, NC 27527
7	166807-58-9208	LOUIS MURPHEY/ 124 PECAN LANE, CLAYTON, NC 27527
8	166807-58-8300	MARTHA P. PEELE/ 122 PECAN LANE, CLAYTON, NC 27527
9	166807-58-7304	MARCIO MARTINEZ/ 120 PECAN LANE, CLAYTON, NC 27527
10	166807-58-6433	GREGORY C & ANGELA V. JONES/ 118 PECAN LANE, CLAYTON, NC 27527
11	166807-58-3397	ELIZABETH A. BALDWIN/ 116 PECAN LANE, CLAYTON, NC 27527
12	166806-39-4560	CLAYTON EAST VILLAGE CTJ LLC/ 227 E FRONT ST, NEW BERN NC 28560

PK-3 EAST VILLAGE NEIGHBORHOOD PARK (PDD-R 2012-05)



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Planning
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Raleigh, North Carolina 27602
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CONSULTANTS



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6310 CHAPEL HILL ROAD
RALEIGH, NC 27607
PHONE: 919.851.4422
FAX: 919.851.8968



GRAPHIC LEGEND:

- GREENWAY & UTILITY EASEMENT (NOTE: LOCATION OF GREENWAYS ARE APPROXIMATE & SUBJECT TO CHANGE BASED ON FIELD CONDITIONS) (41,280 SF)
- ADDITIONAL PRIVATE OPEN SPACE (OPEN SPACE PROPOSED IN ADDITION TO THE OPEN SPACE APPROVED ON THE E. VILLAGE MASTER PLAN AMENDMENT, PDD-R 2012-05)
- PROPOSED SIDEWALK
- OPEN SPACE IMPROVEMENT AREA (SEE EAST VILLAGE MASTER PLAN AMENDMENT, PDD-R 2012-05, APPROVED APRIL 2, 2012, FOR IMPROVEMENT DESCRIPTIONS)
- 10' TYPE 'C' BUFFER

PLANT LEGEND:

- LACEBARK ELM
- 'SOMERSET' RED MAPLE
- WILLOW OAK
- RED OAK

NOTE: FINAL LOCATION OF STREET TREES WILL VARY, AS REQUIRED TO ACCOMMODATE ULTIMATE DRIVEWAY & UTILITY LOCATIONS. STREET TREES TO BE A MINIMUM 10' FROM ANY UTILITY STRUCTURE.

PROJECT: 265-038-012

EAST VILLAGE OF CLAYTON
RESIDENTIAL UNITS M2 & M3
SUBDIVISION SUBMISSION

Clayton, NC
Johnston County

CLIENT:

East Village Investments, LLC
c/o Hubie Tolson

2217 Stantonsburg Rd
Greenville, NC 27834
Phone: (252) 638-4215
Fax: (252) 670-9370

DRAWING TITLE:

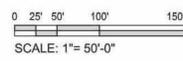
LOT 3- M2 & M3 LAND UNITS: TOWNHOME STREET TREE PLAN

REVISIONS:

NUMBER	DESCRIPTION	DATE

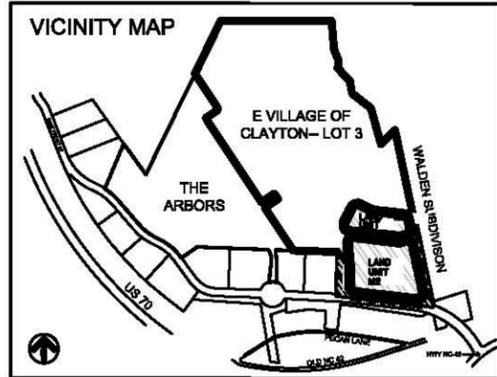
DRAWN BY: SMC
CHECKED BY: JET
DATE ISSUED: 11/13/2012

L-102



ADJACENT PROPERTY OWNERS:

PROP #	NC PIN	OWNER NAME/ADDRESS
1	166807-68-1214	SILVA & LARRY PYRTELE/ 2021 WALDEN WAY, CLAYTON, NC 27827
2	166807-68-1044	FEDERAL NATIONAL MORTGAGE/ PO BOX 860043, DALLAS TX 75285-0043
3	166807-68-1985	THOMAS W. JR & AIDA L. YATES/ 2013 WALDEN WAY, CLAYTON, NC 27827
4	166807-68-2606	ARTHUR R. SCHMIDT/ 2009 WALDEN WAY, CLAYTON, NC 27827
5	166807-68-2404	EAST VILLAGE INVESTMENTS, LLC/ 227 E FRONT ST, NEW BERN, NC 28580
6	166807-68-1400	BETTY S. BELL/ 287 OLD NC HWY 42 E, CLAYTON, NC 27827
7	166807-68-4200	LOUIS MURPHEY/ 124 PECAN LANE, CLAYTON, NC 27827
8	166807-68-8300	MARTHA P. PEELE/ 122 PECAN LANE, CLAYTON, NC 27827
9	166807-68-7304	MARGO MARTINEZ/ 120 PECAN LANE, CLAYTON, NC 27827
10	166807-68-6433	GREGORY C & ANGELA V. JONES/ 119 PECAN LANE, CLAYTON, NC 27827
11	166807-68-3367	ELIZABETH A. BALDWIN/ 118 PECAN LANE, CLAYTON, NC 27827
12	166806-56-4280	CLAYTON EAST VILLAGE CTJ LLC/ 227 E FRONT ST, NEW BERN NC 28560



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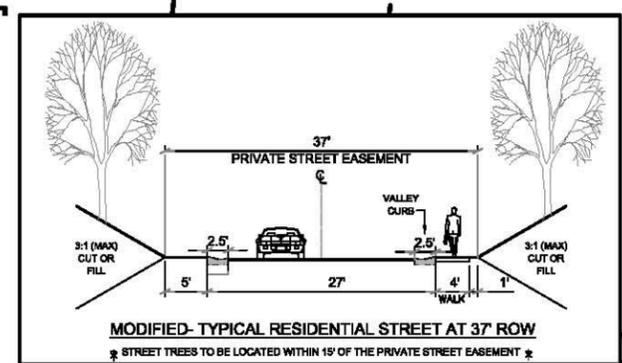
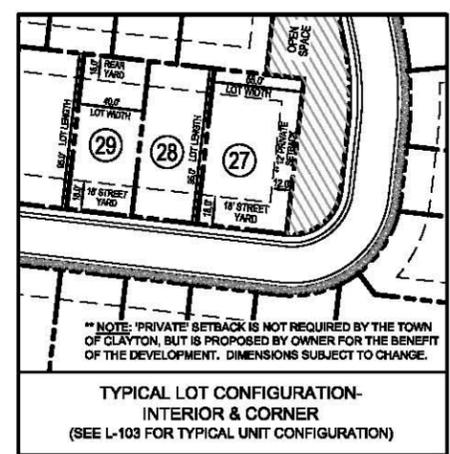


- GENERAL NOTES:**
- SUBJECT PROPERTY INFO:
 - P.L.N. 166806-48-7689
 - SUBJECT PROPERTY IS LOT 3, LAND UNITS M2 & M3 OF MASTER PLAN AMENDMENT: PDD-R 2012-05, APPROVED APRIL 2, 2012
 - LOT 3 TRACT: 2,800,918 SF/ 02.8217 AC; M2 & M3 LAND UNITS FOR PROPOSED TOWNHOME DEVELOPMENT: 407,470.8 SF/ 9.36 AC. FINAL AREA OF M2 & M3 LAND UNITS COULD VARY, BASED ON FINAL LOT & OPEN SPACE CONFIGURATION.
 - TOWN OF CLAYTON JURISDICTION
 - OWNER: EAST VILLAGE INVESTMENTS, LLC
 2217 STANTONSBURG RD
 GREENVILLE, NC 27834
 - ZONING: PD-R, UNDERLYING ZONING: R-6
 - ZONING CONDITIONS: SEE ATTACHED PDD 2012-06 CONDITIONS OF APPROVAL DOCUMENT.
 - DENSITY: 67 LOTS/ 9.36 AC = 6.10 UNITS/ ACRE
 - FEMA FIRM PANEL: 16681, MAP #: 3720168800J; EFFECTIVE DATE: 12/27/2006
 - PDD-R MULTI-FAMILY TOWN HOME DEVELOPMENT SETBACKS:

STREET YARD -	18.0'
SIDE YARD (STREET) -	12.0'
REAR YARD -	15.0'
MIN. BLDG. SEPARATION -	10.0'
MAX. BLDG. HT. -	50'
 - 208 SINGLE FAMILY & TOWN-HOMES APPROVED FOR LOT 3 IN PDD-R 2012-05. 151 SINGLE-FAMILY LOTS PREVIOUSLY APPROVED, TOWN OF CLAYTON #: S 2012-60. 67 TOWNHOME LOTS PROPOSED = 208 TOTAL LOTS FOR LOT 3.
 - APPROVED OPEN SPACE & RESOURCE CONSERVATION AREAS (PDD-R 2012-05):

A. RESOURCE CONSERVATION AREAS (RCA):	STREAM BUFFERS & WETLANDS: 2.99 AC
B. NET SITE AREA (EXCLUDING RCAs):	82.82 AC - 2.98 AC = 80.14 AC
C. OPEN SPACE REQUIRED (12.5% OF NET AREA):	80.14 AC X 12.5% = 10.02 ACRES
D. IMPROVED OPEN SPACE REQUIRED (@ 25%):	6.27 AC X 25% = 1.57 AC REQ'D
 - OPEN SPACE PROPOSED:

1. PUBLIC GREENWAY: 2.08 AC
2. PRIVATE OPEN SPACE (UNIMPROVED): 2.0 AC
3. PRIVATE OPEN SPACE (IMPROVED): 3.33 AC
4. TOTAL GREENWAY & OPEN SPACE: 7.38 AC
 - TOWNHOME LOT WIDTHS AND DEPTHS ARE SUBJECT TO CHANGE FOR EACH PHASE, AS NECESSARY BASED ON FIELD CONDITIONS, PRIOR TO FINAL PLAT APPROVAL, AND IN ACCORDANCE WITH THE EAST VILLAGE MULTI-FAMILY TOWNHOME PDD-R DEVELOPMENT SETBACKS.
 - RESIDENTIAL UNITS MAY BE TRANSFERRED FROM LAND UNITS S1-S5 TO LAND UNITS M2 AND M3. OVERALL NUMBER OF RESIDENTIAL UNITS SHALL NOT EXCEED THE TOTAL NUMBER APPROVED FOR THE EAST VILLAGE MASTER PLAN.
 - DEVELOPMENT SIDEWALKS TO CONNECT WITH PROPOSED GREENWAY PATH. FINAL DESIGN TO BE PROVIDED, AS PART OF CONSTRUCTION DOCUMENT APPROVAL.



- GRAPHIC LEGEND:**
- GREENWAY & UTILITY EASEMENT (NOTE: LOCATION OF GREENWAYS ARE APPROXIMATE & SUBJECT TO CHANGE BASED ON FIELD CONDITIONS (1,280 SF))
 - ADDITIONAL PRIVATE OPEN SPACE (OPEN SPACE PROPOSED IN ADDITION TO THE OPEN SPACE APPROVED ON THE E. VILLAGE MASTER PLAN AMENDMENT, PDD-R 2012-05)
 - PROPOSED SIDEWALK
 - OPEN SPACE IMPROVEMENT AREA (SEE EAST VILLAGE MASTER PLAN AMENDMENT, PDD-R 2012-05, APPROVED APRIL 2, 2012, FOR IMPROVEMENT DESCRIPTIONS)
 - 10' TYPE 'C' BUFFER

Project: 2012-038-012
EAST VILLAGE OF CLAYTON
 RESIDENTIAL UNITS M2 & M3
 SUBDIVISION SUBMISSION
 Clayton, NC
 Johnston County

East Village Investments, LLC
 c/o Hubie Tolson
 2217 Stantonburg Rd
 Greenville, NC 27834
 Phone: (252) 638-4215
 Fax: (252) 670-8370

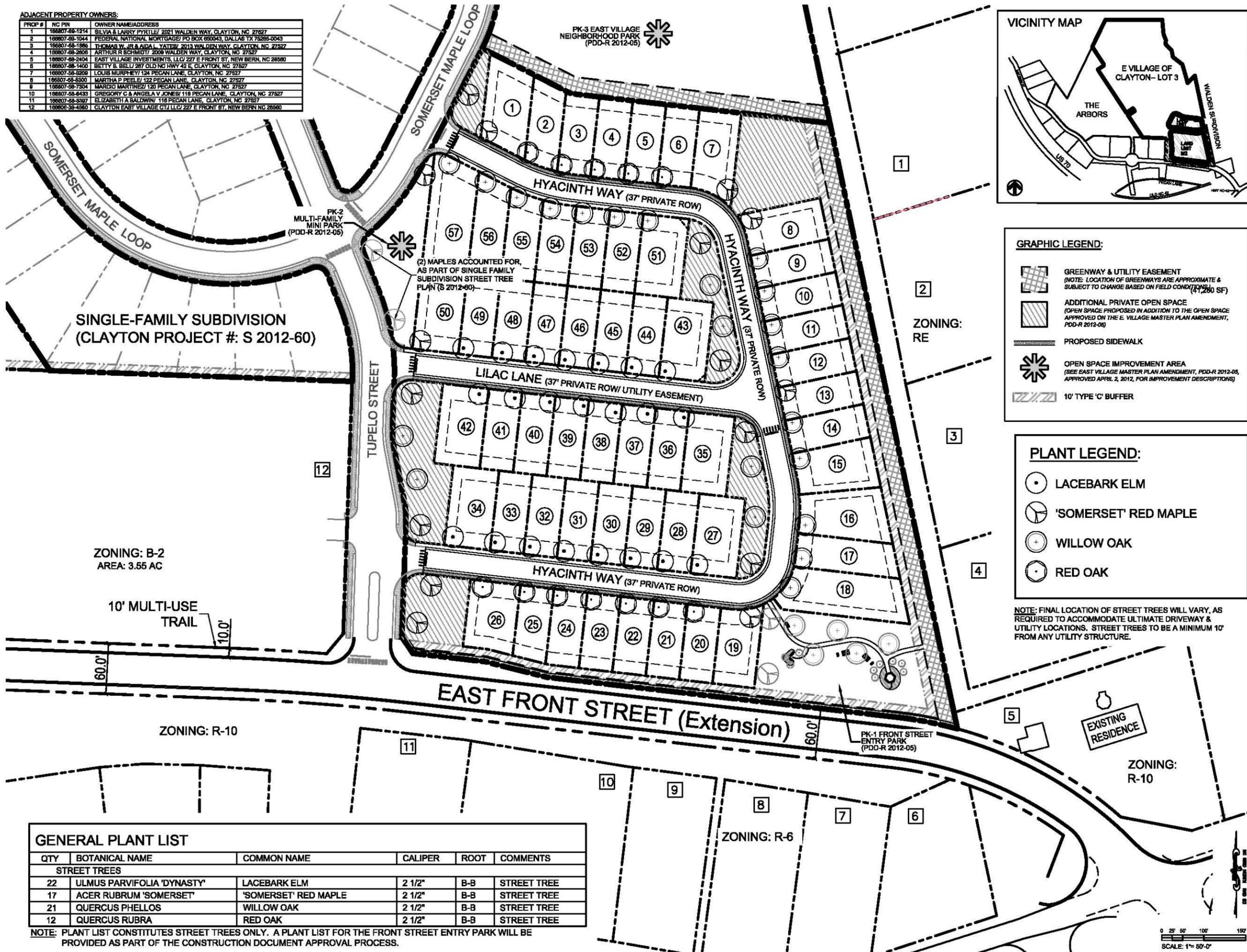
Drawing Title: **LOT 3- M2 & M3 LAND UNITS: TOWNHOME SUBDIVISION LAYOUT**

Revision	Number	Description	Date

Drawn By: SMC
 Checked By: JET
 Date Issued: 11/19/2012
 L-101
 Page 72 of 113
 of

ADJACENT PROPERTY OWNERS:

PROJ #	NC PIN	OWNER NAME/ADDRESS
1	166807-68-1214	SILVIA & LARRY PYRILE/ 2021 WALDEN WAY, CLAYTON, NC 27527
2	166807-68-1044	FEDERAL NATIONAL MORTGAGE/ PO BOX 650043, DALLAS TX 75265-0043
3	166807-68-1886	THOMAS W. JR & AIDAL YATER/ 2013 WALDEN WAY, CLAYTON, NC 27527
4	166807-68-2606	ARTHUR R SCHMIDT/ 2008 WALDEN WAY, CLAYTON, NC 27527
5	166807-68-2404	EAST VILLAGE INVESTMENTS, LLC/ 227 E FRONT ST, NEW BERN, NC 28560
6	166807-68-1400	BETTY & BELU/ 287 OLD NO HWY 42 E, CLAYTON, NC 27527
7	166807-68-6208	LOUIS MURPHY/ 124 PECAN LANE, CLAYTON, NC 27527
8	166807-68-8300	MARTHA P PEELE/ 122 PECAN LANE, CLAYTON, NC 27527
9	166807-68-7304	MARCIO MARTINEZ/ 120 PECAN LANE, CLAYTON, NC 27527
10	166807-68-6433	GREGORY C & ANGELA V JONES/ 118 PECAN LANE, CLAYTON, NC 27527
11	166807-68-5387	ELIZABETH A BALDWIN/ 118 PECAN LANE, CLAYTON, NC 27527
12	166806-38-4380	CLAYTON EAST VILLAGE, GTJ LLC/ 227 E FRONT ST, NEW BERN, NC 28560



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FAX: 919.851.8968

Project: 2012-038-002

EAST VILLAGE OF CLAYTON
RESIDENTIAL UNITS M2 & M3
SUBDIVISION SUBMISSION

Clayton, NC
Johnston County

Client:

East Village Investments, LLC
c/o Hubie Tolson

2217 Stantonburg Rd
Greenville, NC 27834
Phone: (252) 638-4215
Fax: (252) 670-9370

Drawing Title:

LOT 3- M2 & M3 LAND UNITS: TOWNHOME STREET TREE PLAN

Revision	Number	Description	Date

Drawn By: SMC
Checked By: JET
Date Issued: 11/28/2012

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of

GENERAL PLANT LIST

QTY	BOTANICAL NAME	COMMON NAME	CALIPER	ROOT	COMMENTS
STREET TREES					
22	ULMUS PARVIFOLIA 'DYNASTY'	LACEBARK ELM	2 1/2"	B-B	STREET TREE
17	ACER RUBRUM 'SOMERSET'	'SOMERSET' RED MAPLE	2 1/2"	B-B	STREET TREE
21	QUERCUS PHELLOS	WILLOW OAK	2 1/2"	B-B	STREET TREE
12	QUERCUS RUBRA	RED OAK	2 1/2"	B-B	STREET TREE

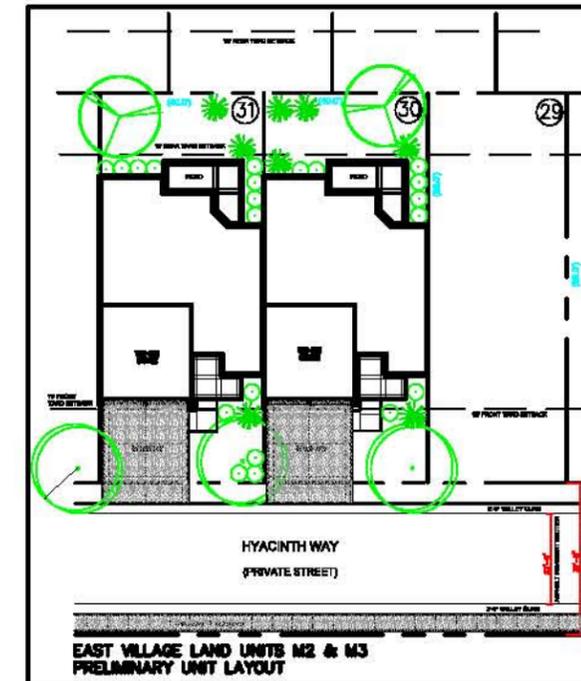
NOTE: PLANT LIST CONSTITUTES STREET TREES ONLY. A PLANT LIST FOR THE FRONT STREET ENTRY PARK WILL BE PROVIDED AS PART OF THE CONSTRUCTION DOCUMENT APPROVAL PROCESS.

SCALE: 1" = 50'-0"



PRELIMINARY TOWNHOUSE ELEVATION (NOT TO SCALE)

1. EXTERIOR MAY BE BRICK, CLAPBOARD, OR A COMBINATION. BRICK OR CULTURED STONE ACCENTS MAY BE INCORPORATED, AS ARCHITECTURAL DETAILS.
2. UNITS MAY HAVE ONE OR TWO CAR GARAGES.
3. FINAL DESIGN OF FRONT ELEVATION WILL VARY DEPENDING UPON WIDTH OF UNIT, NUMBER OF GARAGE DOORS, ETC.



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Project: 2012-028-002

EAST VILLAGE OF CLAYTON
RESIDENTIAL UNITS M2 & M3
SUBDIVISION SUBMISSION

Clayton, NC
Johnston County

Client:
East Village Investments, LLC
c/o Hubie Tolson

2217 Stantonburg Rd
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Fax: (252) 870-8370

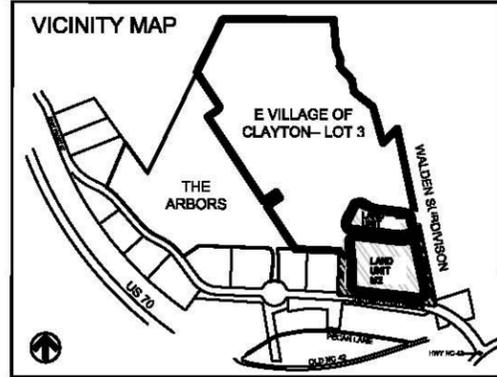
Drawing Title:
**LOT 3- M2 & M3: TYPICAL
TOWNHOUSE UNIT
LAYOUT & ELEVATION**

Revision	Number	Description	Date

Drawn By: SMC
Checked By: JET
Date Issued: 11/28/2012
Page 74 of 113
L-103
of

ADJACENT PROPERTY OWNERS:

PROP #	NC PIN	OWNER NAME/ADDRESS
1	186807-88-1214	SILVIA & LARRY PYRTEL/ 2021 WALDEN WAY, CLAYTON, NC 27527
2	186807-88-1044	FEDERAL NATIONAL MORTGAGE/ PO BOX 660043, DALLAS TX 75266-0043
3	186807-88-1885	THOMAS W. JR & AIDA L. YATES/ 2013 WALDEN WAY, CLAYTON, NC 27527
4	186807-88-2288	ARTHUR R SCHMIDT/ 2009 WALDEN WAY, CLAYTON, NC 27527
5	186807-88-2104	EAST VILLAGE INVESTMENTS, LLC/ 227 E FRONT ST, NEW BERN, NC 28560
6	186807-88-1400	BETTY B. BELL/ 287 OLD NC HWY 42 E, CLAYTON, NC 27527
7	186807-88-9209	LOUIS MURPHY/ 124 PECAN LANE, CLAYTON, NC 27527
8	186807-88-8300	MARTHA P PEEBLE/ 122 PECAN LANE, CLAYTON, NC 27527
9	186807-88-7304	MARCIO MARTINEZ/ 120 PECAN LANE, CLAYTON, NC 27527
10	186807-88-8433	GREGORY C & ANGELA V JONES/ 118 PECAN LANE, CLAYTON, NC 27527
11	186807-88-3357	ELIZABETH A BALDWIN/ 118 PECAN LANE, CLAYTON, NC 27527
12	186808-38-4580	CLAYTON EAST VILLAGE CT 1 LLC/ 227 E FRONT ST, NEW BERN NC 28560



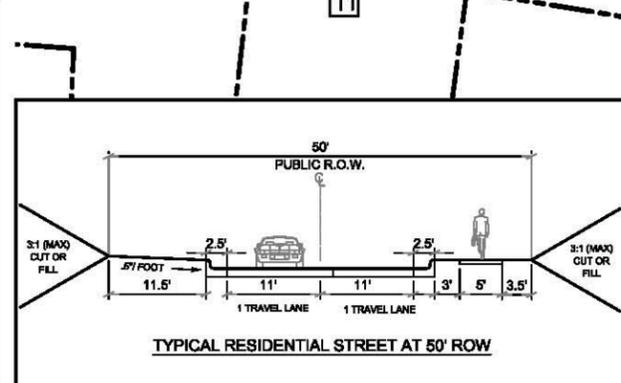
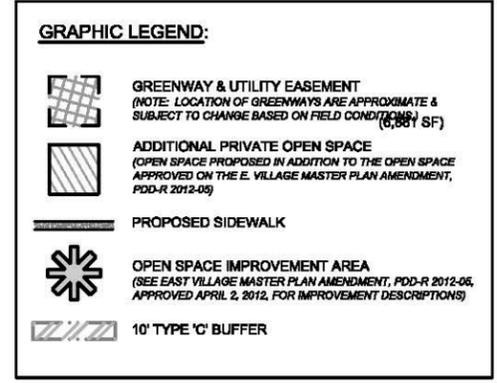
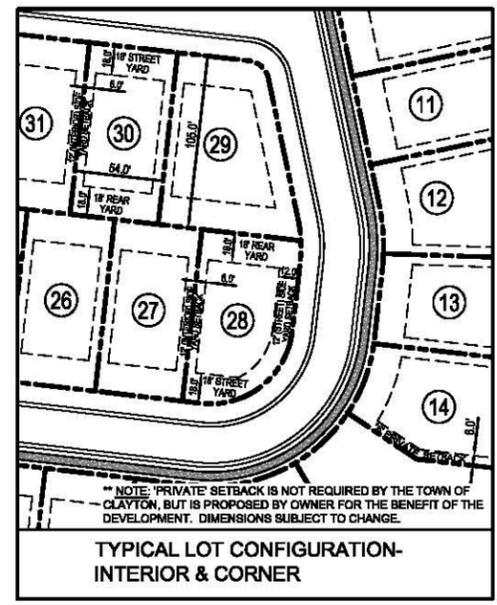
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 6310 CHAPEL HILL ROAD
 RALEIGH, NC 27607
 PHONE: 919.851.4422
 FAX: 919.851.8968



- GENERAL NOTES:**
- SUBJECT PROPERTY INFO:
 - F.L.N. 186808-48-7889
 - SUBJECT PROPERTY IS LOT 3, LAND UNITS M2 & M3 OF MASTER PLAN AMENDMENT: PDD-R 2012-05, APPROVED APRIL 2, 2012
 - LOT 3 TRACT: 2,900,915 SF/ 62.8217 AC; M2 & M3 LAND UNITS FOR PROPOSED TOWNHOME DEVELOPMENT: 407,470.6 SF/ 9.36 AC. FINAL AREA OF M2 & M3 LAND UNITS COULD VARY, BASED ON FINAL LOT & OPEN SPACE CONFIGURATION.
 - TOWN OF CLAYTON JURISDICTION
 - OWNER: EAST VILLAGE INVESTMENTS, LLC
 2217 STANTONSBURG RD
 GREENVILLE, NC 27834
 - ZONING: PD-R, UNDERLYING ZONING: R-6
 - ZONING CONDITIONS: BEE ATTACHED PDD-R 2012-05 CONDITIONS OF APPROVAL DOCUMENT.
 - DENSITY: 41 LOTS/ 9.36 AC = 4.38 UNITS/ ACRE
 - FEMA FIRM PANEL: 18681, MAP #: 3720168800; EFFECTIVE DATE: 12/2/2005
 - PDD-R 2012-05 SINGLE-FAMILY DEVELOPMENT SETBACKS:
 - STREET YARD - 18.0'
 - SIDE YARD (INTERIOR) - 6.0'
 - SIDE YARD (STREET) - 12.0'
 - REAR YARD - 18.0'
 - MIN. LOT SIZE - 5,500 SF
 - MAX. BLDG. HT. - 40'
 - 208 SINGLE FAMILY & TOWNHOMES APPROVED FOR LOT 3 IN PDD-R 2012-05. 151 SINGLE-FAMILY LOTS PREVIOUSLY APPROVED, TOWN OF CLAYTON # S 2012-60. 41 SINGLE-FAMILY LOTS PROPOSED = 192 TOTAL LOTS PROPOSED.
 - APPROVED OPEN SPACE & RESOURCE CONSERVATION AREAS (PDD-R 2012-05):
 - RESOURCE CONSERVATION AREAS (RCA):
 - STREAM BUFFERS & WETLANDS: 2.68 AC
 - NET SITE AREA (EXCLUDING RCAs): 62.82 AC - 2.68 AC = 60.14 AC
 - OPEN SPACE REQUIRED (12.5% OF NET AREA): 60.14 AC X 12.5% = 6.27 ACRES
 - IMPROVED OPEN SPACE REQUIRED (@ 25%): 6.27 AC X 25% = 1.57 AC REQ'D
 - OPEN SPACE:
 - PUBLIC GREENWAY: 2.05 AC
 - PRIVATE OPEN SPACE (UNIMPROVED): 2.0 AC
 - PRIVATE OPEN SPACE (IMPROVED): 3.33 AC
 - TOTAL GREENWAY & OPEN SPACE: 7.38 AC
 - SINGLE-FAMILY LOT WIDTHS AND DEPTHS ARE SUBJECT TO CHANGE FOR EACH PHASE, AS NECESSARY BASED ON FIELD CONDITIONS, PRIOR TO FINAL PLAT APPROVAL, AND IN ACCORDANCE WITH THE EAST VILLAGE SINGLE-FAMILY PDD-R DEVELOPMENT SETBACKS.
 - DEVELOPMENT SIDEWALKS TO CONNECT WITH PROPOSED GREENWAY PATHS. FINAL DESIGN TO BE PROVIDED, AS PART OF CONSTRUCTION DOCUMENT APPROVAL.



FINAL LOCATION OF CROSSWALK MAY SHIFT SLIGHTLY TO AVOID CONFLICT WITH HOUSE DRIVEWAY. SIDEWALK CONNECTION & CURB CUTS TO BE PROVIDED AT CROSSWALK, AS PART OF CD APPROVAL.

ZONING: RE

ZONING: R-6

ZONING: R-10

Project: 200-008-012
EAST VILLAGE OF CLAYTON
 RESIDENTIAL UNITS M2 & M3
 SUBDIVISION SUBMISSION
 Clayton, NC
 Johnston County

East Village Investments, LLC
 c/o Hubie Tolson
 2217 Stantonburg Rd
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 Phone: (252) 638-4215
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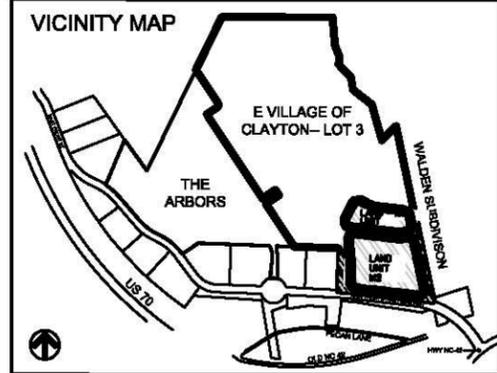
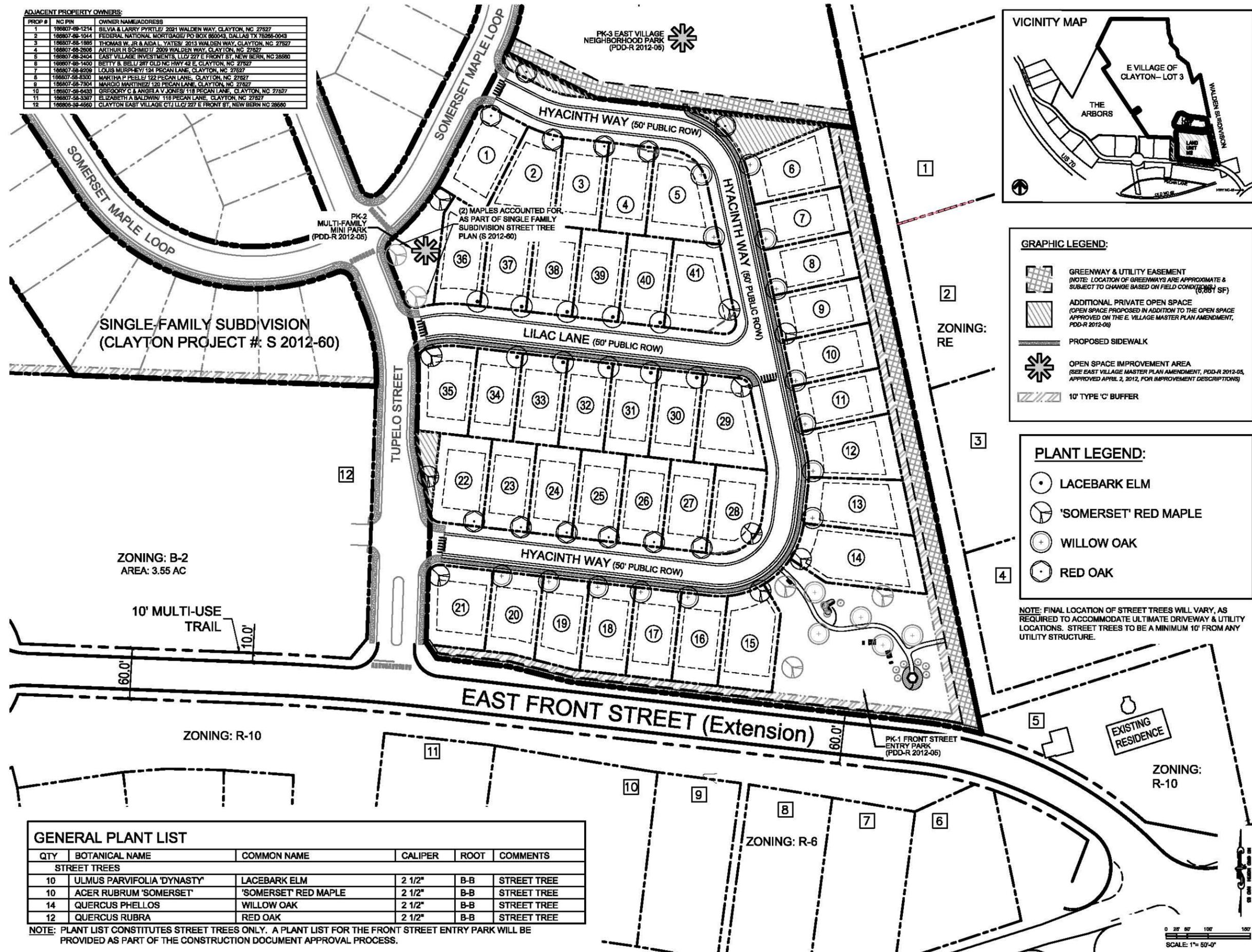
Drawing Title: **LOT 3- M2 & M3 LAND UNITS: SINGLE-FAMILY SUBDIVISION LAYOUT**

Number	Description	Date

Drawn By: JET, SMC
 Checked By: JET, SMC
 Date Issued: 1/18/2012
 L-201
 Page 75 of 113
 of

ADJACENT PROPERTY OWNERS:

PROP #	NC PIN	OWNER NAME/ADDRESS
1	166807-08-1214	SILVIA & LARRY PYRTLE/ 2021 WALDEN WAY, CLAYTON, NC 27527
2	166807-08-1044	FEDERAL NATIONAL MORTGAGE/ PO BOX 860043, DALLAS TX 75286-0043
3	166807-08-1885	THOMAS W. JR & AIDA L. YATES/ 2013 WALDEN WAY, CLAYTON, NC 27527
4	166807-08-2908	ARTHUR R. SCHMIDT/ 2009 WALDEN WAY, CLAYTON, NC 27527
5	166807-08-2404	EAST VILLAGE INVESTMENTS, LLC/ 227 E FRONT ST, NEW BERN, NC 28560
6	166807-08-1400	BETTY B. BELL/ 287 OLD NC HWY 42 E, CLAYTON, NC 27527
7	166807-08-6206	LOUIS MURPHY/ 124 PECAN LANE, CLAYTON, NC 27527
8	166807-08-8300	MARTHA P. PEELE/ 122 PECAN LANE, CLAYTON, NC 27527
9	166807-08-7304	MARCIO MARTINEZ/ 120 PECAN LANE, CLAYTON, NC 27527
10	166807-08-4433	GREGORY C & ANGELA V. JONES/ 118 PECAN LANE, CLAYTON, NC 27527
11	166807-08-3397	ELIZABETH A. BALDWIN/ 116 PECAN LANE, CLAYTON, NC 27527
12	166805-08-4660	CLAYTON EAST VILLAGE CT/ LLC/ 227 E FRONT ST, NEW BERN NC 28560



GRAPHIC LEGEND:

- GREENWAY & UTILITY EASEMENT (NOTE: LOCATION OF GREENWAYS ARE APPROXIMATE & SUBJECT TO CHANGE BASED ON FIELD CONDITIONS) (8,887 SF)
- ADDITIONAL PRIVATE OPEN SPACE (OPEN SPACE PROPOSED IN ADDITION TO THE OPEN SPACE APPROVED ON THE E VILLAGE MASTER PLAN AMENDMENT, PDD-R 2012-05)
- PROPOSED SIDEWALK
- OPEN SPACE IMPROVEMENT AREA (SEE EAST VILLAGE MASTER PLAN AMENDMENT, PDD-R 2012-05, APPROVED APRIL 2, 2012, FOR IMPROVEMENT DESCRIPTIONS)
- 10' TYPE 'C' BUFFER

PLANT LEGEND:

- LACEBARK ELM
- 'SOMERSET' RED MAPLE
- WILLOW OAK
- RED OAK

NOTE: FINAL LOCATION OF STREET TREES WILL VARY, AS REQUIRED TO ACCOMMODATE ULTIMATE DRIVEWAY & UTILITY LOCATIONS. STREET TREES TO BE A MINIMUM 10' FROM ANY UTILITY STRUCTURE.

GENERAL PLANT LIST

QTY	BOTANICAL NAME	COMMON NAME	CALIPER	ROOT	COMMENTS
STREET TREES					
10	ULMUS PARVIFOLIA 'DYNASTY'	LACEBARK ELM	2 1/2"	B-B	STREET TREE
10	ACER RUBRUM 'SOMERSET'	'SOMERSET' RED MAPLE	2 1/2"	B-B	STREET TREE
14	QUERCUS PHELLOS	WILLOW OAK	2 1/2"	B-B	STREET TREE
12	QUERCUS RUBRA	RED OAK	2 1/2"	B-B	STREET TREE

NOTE: PLANT LIST CONSTITUTES STREET TREES ONLY. A PLANT LIST FOR THE FRONT STREET ENTRY PARK WILL BE PROVIDED AS PART OF THE CONSTRUCTION DOCUMENT APPROVAL PROCESS.

HagerSmith DESIGN PA

Architecture
Landscape Architecture
Planning
Interior Design

PO Box 1308
300 South Dawson Street
Raleigh, North Carolina 27602
Fax: 919.828.4050
919.821.5547 © Copyright 2012

BNK

BASS, NIXON & KENNEDY
CONSULTING ENGINEERS
6310 CHAPEL HILL ROAD
RALEIGH, NC 27607
PHONE: 919.851.4422
FAX: 919.851.8988

Project: 2012-038-012

EAST VILLAGE OF CLAYTON
RESIDENTIAL UNITS M2 & M3
SUBDIVISION SUBMISSION

Clayton, NC
Johnston County

Client:

East Village Investments, LLC
c/o Hubie Tolson

2217 Stantonburg Rd
Greenville, NC 27834
Phone: (252) 638-4215
Fax: (252) 870-9370

Drawing Title:

LOT 3- M2 & M3 LAND UNITS: SINGLE-FAMILY STREET TREE PLAN

Revision	Number	Description	Date

Drawn By: JET, SMC
Checked By: JET, SMC
Date Issued: 11/9/2012

Sheet: 1-202
Page: 76 of 113
of

SCALE: 1"= 50'-0"

**TOWN OF CLAYTON
TOWN COUNCIL
AGENDA COVER SHEET**

Agenda Item: 5b

Meeting Date: 12/17/12

TITLE: PRESENTATION OF POLICIES RELATING TO TOWN SQUARE AND HORNE SQUARE.

DESCRIPTION: Attached.

RELATED GOAL: Think Downtown

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
5-7-12	Approval.	Horne Square Policy.
12-17-12	Presentation.	Town Square Policy & Horne Square Policy.

USE POLICIES & PROCEDURES FOR TOWN SQUARE

PURPOSE

The purpose of this policy is to establish guidelines under which other than municipal use may be made of the Town property, also known as Town Square, located at 110 W. Main Street at its intersection with Fayetteville Street. Town Square is a public space 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 compliance with the guidelines listed herein, the following uses may be permitted in Town Square:

- Not for profit, civic, and similar organizations;
- Cultural, arts-related, educational and other non-commercial uses; and
- Other uses deemed appropriate by Town Council.

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, the following policies and procedures must be followed.

- A **Special Event Application** must be submitted to Town of Clayton Planning Department at least 30 days prior to event. If the request includes street closures, a minimum of 90 days is required.
- All users must adhere to all ordinances of the Town of Clayton, including securing Town of Clayton Sign Permits at least 1 week prior to event date. (Planning, Zoning & Inspections Office located on Floor G2 of The Clayton Center/Town Hall.)
- No ground stakes may be used by the user or any agent of the user for any purpose including securing tents, signage, staging, etc.
- No vehicles of any kind allowed on Town Square for any purpose, with the exception of mobile stages.
- Due to fire and safety regulations, no fireworks or open fires are allowed.
- 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. Children attending events should be supervised at all times due to proximity of busy roads and traffic.
- Upon completion of the event, all banners, signs, decoration and other materials must be completely removed from the premises.
- User agrees to leave Town Square in the same condition as when first accessed.

- All activities located thereon 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 Town Square, the following applies:

- User must indicate the intent to serve/sell alcohol in the Special Event Application.
- State law requires that an Alcohol Beverage Control (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.
- 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.
- The Town of Clayton requires that General Liability Insurance be provided by the user at events where alcohol is served *unless* liability is covered by a fully licensed and insured caterer. In either case, the Town of Clayton and its employees must be added specifying event date and time. Copy for file 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.
- All alcohol must be bartended. No self-service alcohol by attendees is permitted. Kegs are allowed, but only as managed by the bartender(s).
- 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.
- 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 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 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, I fully understand and agree to the policies and procedures listed herein.

User Signature: _____

Date: _____

Print Name: _____

USE POLICIES & PROCEDURES FOR HORNE SQUARE

PURPOSE

The purpose of this policy is to establish guidelines under which other than municipal use may be made of the Town property, also known as Horne Square, located at 348 E. Main Street at its intersection with Lombard Street. Horne Square is a public space 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 compliance with the guidelines listed herein, the following uses may be permitted in Horne Square:

- Established non-profit, civic, and similar organizations may, from time to time, make use of Horne Square as approved by the Town of Clayton in compliance with these guidelines.
- Eligible public uses of 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 Horne Square, the following policies and procedures must be followed.

- A **Special Event Application** 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.
- All users must adhere to all ordinances of the Town of Clayton, including securing Town of Clayton Sign Permits at least 1 week prior to event date. (Planning, Zoning & Inspections Office located on Floor G2 of The Clayton Center/Town Hall.)
- 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.
- 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.
- No organization may use the property more than two (2) times per calendar year.

- The parking lot shall not be closed to public use more than six (6) times per year.
- No ground stakes may be used by the user or any agent of the user for any purpose including securing tents, signage, staging, etc.
- No vehicles are allowed on Horne Square pavers, unless conditional considerations are noted on the Special Events Application and Permit.
- Due to fire and safety regulations, no fireworks or open fires are allowed.
- 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. Children attending events should be supervised at all times due to proximity of busy roads and traffic.
- Post-event, all banners, signs, decoration and other materials must be completely removed from the premises.
- All users shall leave the property in a clean and safe condition restored to the state and condition which existed prior to their use.
- All activities located thereon 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:

- User must indicate the intent to serve/sell alcohol in the Special Event Application.
- 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.
- 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.
- The Town of Clayton requires that General Liability Insurance be provided by the user at events where alcohol is served *unless* liability is covered by a fully licensed and insured caterer. In either case, the Town of Clayton and its employees must be added specifying event date and time. Copy for file 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.
- All alcohol must be bartended. No self-service alcohol by attendees is permitted. Kegs are allowed, but only as managed by the bartender(s).
- 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.

- 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 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 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 Horne Square, I fully understand and agree to the policies and procedures listed herein.

User Signature: _____ Date: _____
Print Name: _____

DRAFT

**TOWN OF CLAYTON
TOWN COUNCIL
AGENDA COVER SHEET**

Agenda Item: 5c

Meeting Date: 12/17/12

TITLE: PRESENTATION OF EXTENSION FOR THE ARCHER LODGE FIRE DEPARTMENT SERVICES AGREEMENT.

DESCRIPTION: In 2000, the Clayton Town Council and Archer Lodge Fire Department executed an agreement for the provision of fire protection to the Riverwood Athletic Club by the Archer Lodge Fire Department for a term of ten years. In 2008, the Clayton Town Council and Archer Lodge Fire Department executed an amendment and supplement to the service agreement to include the areas of Riverwood Athletic Club and those areas annexed for a term thru 2012. The proposed second amendment and supplement service agreement between the Town of Clayton and Archer Lodge Fire Department provides that the Archer Lodge Fire Department would provide fire protection to the Riverwood Athletic Club and those areas annexed by the Town of Clayton for a five year term beginning January 1, 2013.

RELATED GOAL: Administrative

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
12-17-12	Presentation.	Service Agreement (2000), Amendment & Supplement Agreement (2008), & Second Amendment & Supplement Agreement (2012).

STATE OF NORTH CAROLINA

SERVICE AGREEMENT

COUNTY OF JOHNSTON

This SERVICE AGREEMENT (this "Agreement") is entered into this the 8th day of MAY, 2000, by and between the TOWN OF CLAYTON, NORTH CAROLINA, a municipal corporation organized and existing under the laws of the State of North Carolina (the "Town"), and the ARCHERS LODGE VOLUNTEER FIRE DEPARTMENT, a corporation organized and existing under the laws of the State of North Carolina (the "ALVFD") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the ALVFD provides fire prevention services, fire suppression services, fire inspection services, first responder services, and related emergency response services (the "Services") within a certain geographic area in Johnston County, North Carolina;

WHEREAS, the Town recently annexed certain real property that is located within the geographic boundaries of the ALVFD (the "Riverwood Athletic Club"), all as more particularly described in Exhibit A hereto, which is incorporated by reference as if fully set forth herein;

WHEREAS, the Town is responsible for providing certain municipal services to the Riverwood Athletic Club as a result of such annexation; and

WHEREAS, the Town and the ALVFD desire to reach an arrangement for the ALVFD to provide Services to the residents and property owners of the Riverwood Athletic Club.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and stipulations contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby stipulate and agree as follows:

1. The term of this Agreement shall be ten (10) years, commencing on the date of execution hereof, unless sooner terminated pursuant to Paragraph 9 of this Agreement. Provided, however, that this Agreement may be renewed for successive terms upon mutual written agreement of the Parties executed prior to expiration of the then-current term or renewal term.
2. The ALVFD shall provide the Services to the Riverwood Athletic Club

on call, on demand and when, where and as needed, at a level as nearly as possible on an equal level with service enjoyed by all residents and properties of the Town, and in compliance with all applicable Federal, State and local statutes, laws, regulations, ordinances, policies and rules.

3. The Town shall compensate the ALVFD for providing the Services to the Riverwood Athletic Club pursuant to this Agreement by paying to the ALVFD on a quarterly basis an amount equivalent to twenty-five percent (25%) of the estimated annual fire district property tax derived from the taxable real property located within the Riverwood Athletic Club. All such payments shall be calculated based on the then-prevailing tax rate in the Claytex Fire District.
4. In addition to the amounts specified in Paragraph 3 of this Agreement, the Town also shall pay "call pay" (within the meaning of that phrase under the Clayton Fire Department's pay schedule) to the ALVFD on a quarterly basis for all responses by the ALVFD to calls for Services in the Riverwood Athletic Club pursuant to this Agreement. All such call pay will be calculated based on the then-prevailing rate for call pay under the pay schedule for the Clayton Fire Department. All such payments shall be calculated based on verified monthly call sheets prepared by the ALVFD and submitted to the Town, which sheets shall record and document each ALVFD response to calls for Services in the Riverwood Athletic Club pursuant to this Agreement. All such monthly call sheets shall be verified, signed, dated and notarized by the Chief of the ALVFD prior to submission to the Town.
5. No later than the end of January of each calendar year during the Term of this Agreement, the Town shall calculate and compare (i) the total payments made by the Town to the ALVFD pursuant to this Agreement during the immediately preceding calendar year with (ii) the gross estimated revenue the ALVFD would have derived from the Riverwood Athletic Club during that calendar year if the Riverwood Athletic Club had been a constituency of the ALVFD during that calendar year. If the total payments made by the Town to the ALVFD pursuant to this Agreement during the immediately preceding calendar year exceeds the gross estimated revenue the ALVFD would have derived from the Riverwood Athletic Club during that calendar year if the Riverwood Athletic Club had been a constituency of the ALVFD during that calendar year, the ALVFD shall immediately remit the difference to the Town. If the total payments made by the Town to the ALVFD pursuant to this Agreement during the immediately preceding calendar year were less than the gross estimated revenue the ALVFD would have derived from the Riverwood Athletic Club during that calendar year if the Riverwood Athletic Club had been a constituency of the ALVFD during

that calendar year, the Town shall immediately remit the difference to the ALVFD.

6. The compensation referenced in this Paragraphs 3-5 of this Agreement shall be the only compensation or other remuneration to which the ALVFD shall be entitled for any performance or other actions or omissions by the ALVFD pursuant to this Agreement.

7. During the Term and any renewal term of this Agreement, the ALVFD shall purchase and maintain in full force and effect at no cost to the Town the following minimum non-aggregated amounts of insurance:

(i) Workers' compensation insurance as specified by state law in each state in which work is to be performed pursuant to this Agreement. When workers' compensation insurance is required, the ALVFD shall also purchase and maintain employer's liability insurance in a minimum of One Hundred Thousand Dollars (\$100,000.00).

(ii) Comprehensive general liability insurance, including contractual liability coverage, with a minimum of One Million Dollars (\$1,000,000.00) bodily injury coverage and One Million Dollars (\$1,000,000.00) property damage coverage per occurrence arising out of or relating in any way to performance under this Agreement.

(iii) Comprehensive automobile liability insurance covering bodily injuries and death in an amount of not less than One Hundred Thousand Dollars (\$100,000.00) per person and Three Hundred Thousand Dollars (\$300,000.00) per occurrence, and covering property damage in an amount of not less than One Hundred Thousand Dollars (\$100,000.00) per occurrence, or a minimum combined single limit of Three Hundred Thousand Dollars (\$300,000.00) per occurrence for bodily injury and property damage for any automobile.

(iv) All insurance policies and coverages required by this Paragraph 7 must also insure, cover and inure to the benefit of the Town. The ALVFD shall require its insurers to waive their rights, if any, of subrogation against the Town for all purposes arising out of or relating in any way to this Agreement.

(v) Prior to commencing performance under this Agreement, the ALVFD shall provide the Town with written proof of compliance with the requirements of this Paragraph 7 by delivering to the Town a valid Certificate of Insurance certifying that: (a) the requisite insurance policies are valid, binding and in effect; (b) such policies will not be canceled or modified in any way unless or until the ALVFD provides the Town with at least ninety (90) days advance written notice of such cancellation or modification; and (c) all applicable insurers have waived their rights of subrogation, if any, against the Town for all purposes arising out of or relating in any way to this Agreement.

8. To the maximum extent permitted by law, the ALVFD agrees to and shall indemnify and hold the Town harmless from and against any and all threatened and actual claims, suits, demands, causes of action, actions, judgments, damages, liability, losses, penalties, fines, assessments, violations, notices of violations, costs, fees and expenses (including, without limitation, reasonable attorneys' fees and expenses) arising out of or relating in any way to this Agreement, including but not limited to any claims, suits, demands, causes of action, actions, judgments, damages, liability, losses, penalties, fines, assessments, violations, notices of violations, costs, fees and expenses (including, without limitation, reasonable attorneys' fees and expenses) for alleged negligence, gross negligence, personal injury, bodily harm or property damage arising out of or relating in any way to the ALVFD's actions or omissions in connection with this Agreement.
9. Either party may terminate this Agreement at any time by giving one hundred and eighty (180) days prior written notice.
10. It is specifically agreed between the parties and acknowledged by the execution herein that the ALVFD may expend sums to upgrade its capital investments in fire fighting equipment necessary to achieve and maintain the Services as called for in this Agreement. The Town shall be notified in advance by ALVFD of the cost and nature of capital equipment acquisitions subject to this section. In the event that the ALVFD expends money for said improvements not to exceed five hundred thousand dollars (\$500,000), the Town, if it chooses to terminate this Agreement within the next ten years, will reimburse the ALVFD on an a ten year straight line amortized basis for capital expenditures made in connection with the need to service the Town area. In exchange for reimbursement of capital costs as described by this section, the Town shall thereafter receive ownership of the capital item. By way of example, if the ALVFD expends \$500,000 and

this Agreement is terminated three years after the expenditure, then the Town will reimburse ALVFD \$350,000. After year ten, from the date of the investment, not to exceed \$500,000, the Town will no longer owe any reimbursement to ALVFD. The limit for expenditures shall be reviewed every five years and adjusted as necessary. If mutually agreed by both parties the requirement for capital cost reimbursement may be waived and ownership of designated equipment will remain with the ALVFD.

11. Neither party to this Agreement shall be deemed to be in breach or default of any provisions hereof by reason of delay or failure in the discharge or performance of any duty or obligation hereunder due to acts of God, war, government laws or regulations, civil disorder, labor difficulties, inability to obtain materials, or any other such cause beyond the party's reasonable control.
12. The relationship between the Town and the ALVFD is solely that of vendor and vendee, and nothing in this Agreement shall constitute the ALVFD as the agent, employee or legal representative of the Town, or establish any fiduciary relationship of any kind, for any purpose whatsoever; nor shall the ALVFD hold itself out as such. The ALVFD shall have no authority to bind or commit the Town in any manner or for any purpose but rather shall act and conduct itself in all respects as an independent contractor. This Agreement creates no relationship of agency, joint ventures, partners or associates between the Parties, and all parties agree that they are acting as principals.
13. The rights, duties, and obligations of the Parties under this Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective permitted successors and permitted assigns. Neither this Agreement nor the respective rights, duties, obligations and responsibilities of the ALVFD under this Agreement may be assigned or transferred, in whole or in part, including without limitation by operation of law or by merger of the ALVFD, by the ALVFD to any other person, firm, or organization (including any sub-agents thereof) without the prior written consent of the Town.
14. The provisions of this Agreement are hereby deemed by the Parties to be severable, and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity and enforceability of the remaining provisions hereof. The provisions of Paragraphs 7-8 and 10-13, inclusive, shall survive the expiration or termination of this Agreement for any reason.
15. This Agreement may be executed in counterparts in order to provide each

party with a fully executed original hereof. Except as otherwise expressly provided herein, this Agreement may not be changed, modified or amended except by an agreement in writing signed by both Parties. In the event of a conflict or inconsistency between the terms of this Agreement and those of any order or other communication by the ALVFD, the terms of this Agreement will be controlling. The waiver by either of the Parties of any breach or violation of any terms or provisions of this Agreement by any other party hereto shall not operate as a waiver of any other breach or violation. This Agreement reflects the complete understanding of the Parties and constitutes their entire agreement with respect to the subject matter hereof, superseding all prior negotiations, representations, agreements, understandings, and statements.

16. Any notice, delivery or production contemplated, required, or permitted under this Agreement shall be deemed given when delivered personally, one (1) day after being sent by overnight courier or overnight delivery, or when received if delivered via United States Mail, to the addresses listed below or to such other addresses as either party hereto may hereafter designate in writing from time to time:

if to the Town: Mr. R. Steven Biggs
Town Manager
231 E. Second Street
Post Office Box 879
Clayton, North Carolina 27520

with a copy to: Jason J. Kaus, Esq.
Town Attorney
Post Office Box 389
Raleigh, North Carolina 27602-0389

if to the ALVFD: Mr. Jeffrey D. Barnes, Chief
Archer's Lodge Volunteer Fire Department
600 German Town Road
Raleigh, North Carolina 27520

with a copy to: Andy W. Gay, Esq.
Gay & Stroud, L.L.P.
Post Office Box 10
Zebulon, North Carolina 27597

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the

day and year first above written.

TOWN OF CLAYTON, NORTH CAROLINA

By: Douglas A. McCormac
Douglas A. McCormac, Mayor

ATTEST:

Linda Sue Canaday
Linda Sue Canaday, Town Clerk

[AFFIX CORPORATE SEAL]

ARCHERS LODGE VOLUNTEER FIRE

DEP'T

By: _____
[SEAL]
[INSERT]

Michael A. Gordon PRESIDENT
MICHAEL A. GORDON PRESIDENT

ATTEST:

Jody R. Chamberlee - Sec. Treas
[INSERT]

Jody R Chamberlee / Sec. Treas.

STATE OF NORTH CAROLINA

COUNTY OF JOHNSTON

AMENDMENT AND SUPPLEMENT TO SERVICE AGREEMENT

This AMENDMENT AND SUPPLEMENT TO SERVICE AGREEMENT (this "Amendment") is entered into this 2nd day of September, 2008, by and between the TOWN OF CLAYTON, NORTH CAROLINA, a municipal corporation organized and existing under the laws of the State of North Carolina (the "Town"), and the ARCHER LODGE VOLUNTEER FIRE DEPARTMENT, a corporation organized and existing under the laws of the state of North Carolina (the "ALVFD") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the ALVFD provides fire prevention services, fire suppression services, fire inspection services, first responder services, and related emergency response services (the "Services") within a certain geographic area in Johnston County, North Carolina (the "Area");

WHEREAS, the Parties entered into a Service Agreement (the "Original Agreement") (as amended by this Amendment, the "Agreement") on May 8th, 2000 under which the ALFVD agreed to perform the Services for the Riverwood Athletic Club for a term of 10 years;

WHEREAS, the Town is experiencing continued expansion within the Area through the process of property owners submitting petitions for annexation to the Town;

WHEREAS, the Town is responsible for providing certain municipal services to these properties as a result of their annexation to the Town;

WHEREAS, the Town and the ALVD desire to expand the scope of the Original Agreement so that in addition to providing the Services to the Riverwood Athletic Club, the ALVFD will also provide the Services to the residents and property owners of properties within the Area that are annexed by the Town through the petition process during the term of the Agreement (the "Annexed Properties") (collectively, the Riverwood Athletic Club and the Annexed Properties are the "Properties"); and

WHEREAS, the Town and the ALVFD desire to extend the term of the Original Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and stipulations contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Term.** The term of the Agreement shall be extended so that the Agreement expires on November 8, 2012, unless sooner terminated pursuant to Paragraph 7 of this Amendment; provided however, the Parties may renew the Agreement for successive one (1) year terms by executing a written agreement prior to expiration of the then-current term or renewal term.

2. **Service.** The ALVFD shall provide the Services to the Properties on call, on demand and as otherwise needed, with service as equivalent as possible to the service enjoyed by the majority of the residents and properties within the Area, and in compliance with all applicable laws and regulations.
3. **Annexed Properties.** “Annexed Properties” will only include properties annexed by the Town following the submittal of an annexation petition and the Town’s subsequent enactment of an annexation ordinance, as provided in Sections 160A-31 and 160A-58.1 of the North Carolina General Statutes. The Town shall provide to the ALVFD the location and, if available, the expected nature of development of any property to be included among the Annexed Properties at least six (6) months prior to the Town’s adoption of an ordinance formally annexing the property.
4. **Compensation.** The Town shall pay to the ALVFD on a quarterly basis twenty-five percent (25%) of the estimated annual Archer Lodge Fire District property tax revenue that would have been derived from the taxable real property located within the Properties if those Properties had remained in the Archer Lodge Fire District and not been annexed by the Town. The Town shall calculate each quarterly payment based on the then-prevailing tax rate in the Archer Lodge Fire District.
5. **Call Pay.** Paragraph 4 of the Original Agreement is deleted in its entirety, and the Town shall not be responsible for paying “call pay” to the ALVFD for Services performed after the date of this Amendment.
6. **Reconciliation.** Prior to February 1 of each calendar year during the Term and any renewal term, the Town shall calculate and compare (i) the total payments made by the Town to the ALVFD pursuant to the Agreement during the immediately preceding calendar year with (ii) the gross estimated revenue the ALVFD would have derived from the Properties during that calendar year if all of the Properties had been constituencies of the Town for the entire calendar year. If the amount in (i) exceeds the amount in (ii), then the ALVFD shall immediately remit the difference to the Town. If the amount in (ii) exceeds the amount in (i), then the Town shall immediately remit the difference to the ALVFD. The compensation referenced in Paragraphs 4 and 6 of this Amendment and in Paragraph 10 of the Original Agreement shall be the only compensation or other remuneration to which the ALVFD shall be entitled for any performance or other actions or omissions by the ALVFD pursuant to the Agreement.
7. **Termination.** Paragraph 9 of the Original Agreement is amended to provide that either party may terminate the Agreement at any time by giving one (1) year’s prior written notice to the other party.
8. **Notice.** The notice addresses in Paragraph 16 of the Original Agreement are amended as follows:

if to the Town: Mr. Steven Biggs
Town Manager
111 E. Second Street (physical)
Post Office Box 879 (mailing)
Clayton, North Carolina 27528-0879

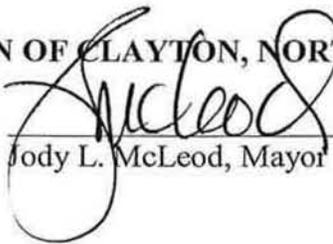
with a copy to: Brenton W. McConkey, Esq.
Town Attorney
Post Office Box 389
Raleigh, North Carolina 27602-0389

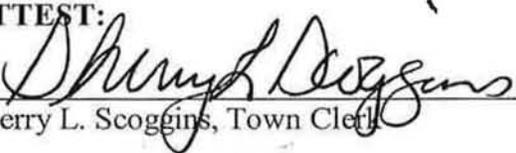
if to the ALVFD: Mr. Pete Barnes, Chief
Archer Lodge Volunteer Fire Department
6483 Covered Bridge Road
Clayton, North Carolina 27527-6351

with a copy to: James W. Narron, Esq.
Narron, O'Hale, and Whittington, P.A.
Post Office Box 1567
Smithfield, North Carolina 27577

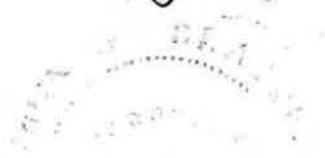
9. **Full Force and Effect.** The provisions of the Original Agreement shall remain in full force and effect unless amended by this Amendment. To the extent the Original Agreement conflicts with this Amendment, this Amendment will control.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

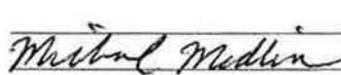
TOWN OF CLAYTON, NORTH CAROLINA
By: 
Jody L. McLeod, Mayor

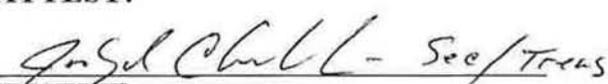
ATTEST:

Sherry L. Scoggins, Town Clerk

[AFFIX CORPORATE SEAL]



ARCHER LODGE VOLUNTEER FIRE DEPT

By: , President

ATTEST:
 - Sec/Treas
[INSERT]

[SEAL]

STATE OF NORTH CAROLINA

COUNTY OF JOHNSTON

SECOND AMENDMENT AND SUPPLEMENT TO SERVICE AGREEMENT

This SECOND AMENDMENT AND SUPPLEMENT TO SERVICE AGREEMENT (this "Amendment") is entered into this ____ day of _____, 2013, by and between the TOWN OF CLAYTON, NORTH CAROLINA, a municipal corporation organized and existing under the laws of the State of North Carolina (the "Town"), and the ARCHER LODGE VOLUNTEER FIRE DEPARTMENT, a corporation organized and existing under the laws of the state of North Carolina (the "ALVFD") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the ALVFD provides fire prevention services, fire suppression services, fire inspection services, first responder services, and related emergency response services (the "Services") within a certain geographic area in Johnston County, North Carolina (the "Area");

WHEREAS, the Parties entered into a Service Agreement (the "Original Agreement") on May 8th, 2000 under which the ALFVD agreed to perform the Services for the Riverwood Athletic Club for a term of 10 years;

WHEREAS, the parties further agreed to an extension of the Original Agreement by Amendment dated September 2, 2008; and,

WHEREAS, the Original Agreement and the September 2, 2008 Amendment have served the Town, the ALVFD, and the citizens well and acceptably; and

WHEREAS, both parties wish to extend the term of the Original Agreement, as amended, for the benefit of both parties, the residents, businesses, and property owners in the Riverwood Athletic Club and other Annexed Properties;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and stipulations contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Term.** The term of the Agreement shall be extended for five years beginning January 1, 2013 unless sooner terminated pursuant to Paragraph 7 of this Amendment; provided however, the Parties may renew the Agreement for successive one (1) year terms by executing a written agreement prior to expiration of the then-current term or renewal term.
2. **Service.** The ALVFD shall provide the Services to the Properties on call, on demand and as otherwise needed, with service as equivalent as possible to the service enjoyed by the majority of the residents and properties within the Area, and in compliance with all applicable laws and regulations.

3. **Annexed Properties.** “Annexed Properties” will only include properties annexed by the Town following the submittal of an annexation petition and the Town’s subsequent enactment of an annexation ordinance, as provided in Sections 160A-31 and 160A-58.1 of the North Carolina General Statutes. The Town shall provide to the ALVFD the location and, if available, the expected nature of development of any property to be included among the Annexed Properties at least six (6) months prior to the Town’s adoption of an ordinance formally annexing the property.
4. **Compensation.** The Town shall pay to the ALVFD on a quarterly basis twenty-five percent (25%) of the estimated annual Archer Lodge Fire District property tax revenue that would have been derived from the taxable real property located within the Properties if those Properties had remained in the Archer Lodge Fire District and not been annexed by the Town. The Town shall calculate each quarterly payment based on the then-prevailing tax rate in the Archer Lodge Fire District.
5. **Call Pay.** Paragraph 4 of the Original Agreement is deleted in its entirety, and the Town shall not be responsible for paying “call pay” to the ALVFD for Services performed after the date of this Amendment.
6. **Reconciliation.** Prior to February 1 of each calendar year during the Term and any renewal term, the Town shall calculate and compare (i) the total payments made by the Town to the ALVFD pursuant to the Agreement during the immediately preceding calendar year with (ii) the gross estimated revenue the ALVFD would have derived from the Properties during that calendar year if all of the Properties had been constituencies of the Town for the entire calendar year. If the amount in (i) exceeds the amount in (ii), then the ALVFD shall immediately remit the difference to the Town. If the amount in (ii) exceeds the amount in (i), then the Town shall immediately remit the difference to the ALVFD. The compensation referenced in Paragraphs 4 and 6 of this Amendment and in Paragraph 10 of the Original Agreement shall be the only compensation or other remuneration to which the ALVFD shall be entitled for any performance or other actions or omissions by the ALVFD pursuant to the Agreement.
7. **Termination.** Paragraph 9 of the Original Agreement is amended to provide that either party may terminate the Agreement at any time by giving one (1) year’s prior written notice to the other party.
8. **Notice.** The notice addresses in Paragraph 16 of the Original Agreement are amended as follows:

if to the Town: Mr. Steven Biggs
 Town Manager
 231 E. Second Street
 Post Office Box 879
 Clayton, North Carolina 27520

with a copy to: Katherine Ross, Esq.
Town Attorney
Post Office Box 389
Raleigh, North Carolina 27602-0389

if to the ALVFD: Mr.Philip Driver, Chief
Archer Lodge Volunteer Fire Department
6483 Covered Bridge Road
Clayton, North Carolina 27520

with a copy to: James W. Narron, Esq.
Narron, O'Hale, and Whittington, P.A.
Post Office Box 1567
Smithfield, North Carolina 27577

9. **Full Force and Effect.** The provisions of the Original Agreement shall remain in full force and effect unless amended by this Amendment. To the extent the Original Agreement conflicts with this Amendment, this Amendment will control.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

TOWN OF CLAYTON, NORTH CAROLINA

By: _____
Jody L. McLeod, Mayor

ATTEST:

Sherry L. Scoggins, Town Clerk

[AFFIX CORPORATE SEAL]

ARCHER LODGE VOLUNTEER FIRE DEPT

By: _____
_____, President

ATTEST:

[INSERT]

[SEAL]

**TOWN OF CLAYTON
TOWN COUNCIL
AGENDA COVER SHEET**

Agenda Item: 5d

Meeting Date: 12/17/12

TITLE: PRESENTATION OF THE CLAYTON FIRE DEPARTMENT PERSONNEL ROSTER FOR THE "ELIGIBLE FIREMEN" PENSION FUND.

DESCRIPTION: Each year the Clayton Town Council reviews the Annual Certification of Firefighters roster. NC GS 58-86-25 requires that all certified fire departments submit a complete roster of its eligible firemen annually. This certified list determines eligibility for the \$50,000 line-of-duty death benefit as well as eligibility for Pension Fund credit. Failure to accurately and promptly report this information is a violation of the NC GS and will automatically result in loss or reduction of benefits. This item must be received by the NC State Firemen's Association no later than January 31, 2013.

RELATED GOAL: Administrative

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
12-17-12	Presentation.	Roster.

North Carolina State Firemen's Association
323 West Jones Street, Suite 401
Raleigh, NC 27603
1-800-253-4733

2012
ANNUAL CERTIFICATION OF FIREFIGHTERS

This form MUST be filled out and sent in for your Roster Renewal to be complete

North Carolina General Statute 58-86-25 requires that all certified fire departments submit a complete roster of its eligible firemen annually. **This certified list determines eligibility for the \$50,000 line-of-duty death benefit as well as eligibility for Pension Fund credit. Failure to accurately and promptly report this information is violation of G.S. 58-86-25 and will automatically result in a loss or reduction of benefits.**

REPORT BY FIRE DEPARTMENT CHIEF

As Fire Department Chief, I have determined that the attached roster is a valid and accurate list of all eligible firemen, within the definition contained in North Carolina General Statute 58-86-25.

Name of Fire Department Clayton Fire Department

Fire Department Mailing Address PO BOX 879

City Clayton State NC Zip Code 27528

Name of Fire Chief H. Lee Barbee
(Please print or type)

Signature of Fire Chief _____

Date _____ Daytime Telephone (919) 553-1520

County Johnston

CERTIFICATION BY GOVERNING BODY

Pursuant to G.S. 58-86-25, the governing body of a fire department operated by (i) a county is the county board of commissioners, (ii) a city is the city council, (iii) a sanitary district is the sanitary district board, (iv) a corporation, whether profit or nonprofit, is the corporation's board of directors and (v) any other entity is that group designated by the board. Therefore, in our capacity as the governing body of the above-named fire department, we certify and find that the attached roster is a valid and accurate list of all eligible firemen in accordance with G.S. 58-86-25.

Name of Governing Body Clayton Town Council

Name of Governing Body Official Jody L. McLeod
(Please print or type)

Authorized Signature _____ Title Mayor

Date _____ Daytime Telephone (919) 553-5002 ext 5004



Clayton Fire Department

NC State Fireman's Association
323 West Jones Street, Suite 401
Raleigh, NC 27603
800-253-4733
919-821-9382

This Roster was last updated on 07/06/2012

Clayton Fire Department

PO Box 879
Clayton, NC 27520

Day Phone (919) 553-1520
Email lbarbee@townofclaytonnc.org

Member Id: 100064
Member Type: FDP / Fire Dept Paid
Department Chief: Lee Barbee
Paid thru: 12/31/2012

Paid 63 Retired 12
Vol 0 Vacant 7
Total 82
County: Johnston

NCSFA Member Y Certification Letter 2011

Name on Credit Card
Expiration Date

Credit Card
Signature

ID/Name/DOB

- 101911 - A. C. Atkinson
101912 - Anthony W. Atkinson
146027 - Donald P. Ayres
101916 - Lee Barbee
101920 - Jason J. Barbour
101921 - Ronald Hocutt Barboi
145572 - Bryan Belvin
101925 - M. W. Benson
101926 - R. M. Benson
101927 - S. R. Benson
142961 - Royce Mitchell Boyet
105785 - James W. Boykin, Jr.
168068 - Philip Michael Brady

This Roster was last updated on 07/06/2012

142959 - Jonathan Braswell
[REDACTED]

101928 - W. M. Bridges
[REDACTED]

168069 - Brian Buckman
[REDACTED]

101957 - Edward Byrd
[REDACTED]

102647 - Christopher J Carter
[REDACTED]

101932 - Russell G. Clawson
[REDACTED]

106085 - Stephen Jacob Corker
[REDACTED]

101924 - Benjamin Currie
[REDACTED]

101934 - Billy Irvan Daughtry
[REDACTED]

145102 - Jonathan Davis
[REDACTED]

106070 - Russell Davis
[REDACTED]

101935 - Jason D. Dean
[REDACTED]

156644 - Roy Ellis
[REDACTED]

152492 - Kenneth D Evans
[REDACTED]

101971 - Claude Austin Foster
[REDACTED]

142960 - Daniel Fox
[REDACTED]

152474 - Cole Gilbert
[REDACTED]

168064 - James Gilchrist
[REDACTED]

168067 - Danny Lee Harden, Jr.
[REDACTED]

149734 - Paul Gregory Harris II
[REDACTED]

120625 - Daryle Wayne Harris
[REDACTED]

145101 - Carl P. Hengsberger Jr.
[REDACTED]

101942 - Kenneth William Herring
[REDACTED]

101943 - J. I. Hester
[REDACTED]



NC State Fireman's Association
323 West Jones Street, Suite 401
Raleigh, NC 27603
800-253-4733
919-821-9382

This Roster was last updated on 07/06/2012

- 101945 - James H. Hill
[REDACTED]
- 128809 - Michael Hine
[REDACTED]
- 101947 - E. D. Hockaday
[REDACTED]
- 113714 - Joshua B Holloman
[REDACTED]
- 101949 - Charles M. Jones
[REDACTED]
- 152430 - Robert Komar
[REDACTED]
- 113729 - Garrett Lane
[REDACTED]
- 101953 - Paul Lang
[REDACTED]
[REDACTED]
[REDACTED]

- 128821 - Samuel Martin
[REDACTED]
- 101955 - Jimmy D. McLaurin
[REDACTED]
- 142956 - Mark Morris
[REDACTED]
- 168065 - Mac VU Nguyen
[REDACTED]
- 168063 - Michael Nixon
[REDACTED]
- 105782 - George Pettiford
[REDACTED]
- 101960 - Revis Brian Pounds
[REDACTED]
- 113733 - Travis Price
[REDACTED]
- 134990 - Stephen Renken
[REDACTED]
- 101961 - Sam E Robertson
[REDACTED]
- 101922 - Brian Ruksznis
[REDACTED]
- 101963 - R. N. Satterfield
[REDACTED]
- 105742 - Andrew Shaw
[REDACTED]
- 124041 - Stephen Smith
[REDACTED]



NC State Fireman's Association
323 West Jones Street, Suite 401
Raleigh, NC 27603
800-253-4733
919-821-9382

This Roster was last updated on 07/06/2012

152429 - Joshua Spivey
[REDACTED]

113731 - Matthew Vann Sprir
[REDACTED]

168061 - Kevin L. Stancil
[REDACTED]

101965 - Larry J. Such
[REDACTED]

105808 - Matthew Sutphin
[REDACTED]

101966 - Charles C. Sutton
[REDACTED]

168059 - Candler Gatlin Thorn
[REDACTED]

101970 - J. P. Tuttle, Jr.
[REDACTED]

145099 - Matthew Vessie
[REDACTED]

121826 - Jeffrey Scott Williar
[REDACTED]

168066 - Allen Williford
[REDACTED]

140601 - James R Wood
[REDACTED]

101972 - Kevin Wood
[REDACTED]

101973 - B. D. Worlds
[REDACTED]

3 105717 - Paul Zais
[REDACTED]

**TOWN OF CLAYTON
TOWN COUNCIL
AGENDA COVER SHEET**

Agenda Item: 5e

Meeting Date: 12/17/12

TITLE: PRESENTATION OF WARRANTY ACCEPTANCE FOR ASPHALT PAVEMENT LOCATED AT COBBLESTONE SUBDIVISION, PHASE 7D, 7E, & 7F.

DESCRIPTION: Attached.

RELATED GOAL: Administrative

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
12-17-12	Presentation.	Memorandum.

TOWN OF CLAYTON OPERATIONS CENTER

"SERVICE"

ELECTRIC SERVICE
(919) 553-1530

VEHICLE MAINTENANCE
(919) 553-1530



"ENVIRONMENT"

PUBLIC WORKS
(919) 553-1530

WATER RECLAMATION
(919) 553-1535

MEMORANDUM

To: Sherry Scoggins, Town Clerk

From: Chris Rowland, Construction Inspector 

Copy: Steven Sanderson, Sanderson Engineering
Rob Bailey, Walthom Group
David DeYoung, Planning Director

Date: November 13, 2012

Re: Cobblestone Subdivision, Phase 7D, 7E, & 7F

The referenced asphalt pavement has been installed. Please schedule Council action for the acceptance of this work, subject to a one-year warranty period. Upon expiration of the warranty period, pavement and base course condition will be evaluated and any identified faults corrected prior to final acceptance.

received
11-14-2012 BLS

**TOWN OF CLAYTON
TOWN COUNCIL
AGENDA COVER SHEET**

Agenda Item: 8a

Meeting Date: 12/17/12

TITLE: STATUS OF 110 WEST FRONT STREET, FORMER RED AND WHITE STORE.

DESCRIPTION: Discussion.
 At the July 16, 2012, Council work session, it was the consensus of the Council that staff draft the ordinance authorizing the building inspector to have the property demolished in the event Town does not see work initiated within the specified timeframe.
 At its August 6, 2012, Council meeting, it was the consensus of the Council to continue this item for 90 days.
 At its November 5, 2012, Council meeting, the Council received information from the lien holder of this property. All Council members voted in favor of continuing this item to the November 19, 2012, Council meeting in order to receive additional information.

RELATED GOAL: Think Downtown & Administrative

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
7-16-12	Discussion.	Ordinance.
8-06-12	Discussion.	Ordinance, map, NC GS 160A-439, and Town Code Of Ordinances section 153.027.
10-15-12	None – Tracking.	Ordinance, map, NC GS 160A-439, and Town Code Of Ordinances section 153.027.
11-05-12	Discussion.	Ordinance, map, NC GS 160A-439, and Town Code Of Ordinances section 153.027.
11-19-12	Discussion.	Ordinance, map, NC GS 160A-439, and Town Code Of Ordinances section 153.027.
12-3-12	Discussion.	Ordinance, Map, NC GS 160A-439, and Town Code of Ords section 153.027.
12-17-12	Discussion.	N/A.

**TOWN OF CLAYTON
TOWN COUNCIL
AGENDA COVER SHEET**

Agenda Item: 8b

Meeting Date: 12/17/12

TITLE: STATUS OF JOHN STREET SEWER IMPROVEMENT PROJECT.

DESCRIPTION: Public notice in accordance with NC GS 160A-224.
This item is slated for public hearing on Monday, June 4, 2012, at 6:30 PM.
Letters were mailed to the 16 property owners on May 16, 2012.
Public notice ran in the Clayton News-Star May 20 and May 23.
Letters were mailed to the 16 property owners on June 13, 2012, that included an amended draft of the assessment resolution.

Each property owner was mailed a temporary easement for construction on October 9, 2012. To date, all but three have been fully executed. On November 9, 2012, a permanent easement was mailed to the Clayton Townhomes HOA and it was returned as undeliverable.

RELATED GOAL: Administrative

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
2-20-12	Discussion.	PowerPoint presentation.
3-19-12	Discussion.	
4-02-12	Discussion.	Spreadsheet with four options.
4-16-12	Presentation.	Preliminary Resolution.
5-07-12	Approval.	Preliminary Resolution.
5-21-12	Public notice.	N/A.
6-04-12	Public hearing.	Resolution.
6-18-12	Adoption.	Amended Resolution.

**TOWN OF CLAYTON
RESOLUTION AUTHORIZING CONDEMNATION TO ACQUIRE CERTAIN
PROPERTY OF LORI C. HOLLAND**

WHEREAS, the Town Council of the Town of Clayton hereby determines that it is necessary and in the public interest to acquire certain property to build publically owned sewer facilities.

WHEREAS, the proper officials or representatives of the Town of Clayton have been unable to acquire the needed interest in this property by negotiated conveyance.

NOW, THEREFORE, be it resolved by the Town Council of the Town of Clayton that:

1. The Town of Clayton shall acquire by condemnation, for establishing, extending and improving sewer lines and systems, a temporary construction easement interest in an area on the property owned by Lori C. Holland. The easement will be used to construct, install, operate, maintain, repair, reconstruct, replace, and/or remove such facilities, fixtures, equipment, markers, and appurtenances within a permanent easement or right of way outside the easement as may be necessary or desirable for sanitary sewer and utility purposes.

2. The attorneys representing the Town of Clayton are directed to institute the necessary proceedings under Chapter 40A of the North Carolina General Statutes to acquire the property herein described.

Duly adopted this the 17th day of December 2012, while in regular session.

**Jody L. McLeod
Mayor**

ATTEST:

**Sherry L. Scoggins
Town Clerk**

**TOWN OF CLAYTON
RESOLUTION AUTHORIZING CONDEMNATION TO ACQUIRE CERTAIN
PROPERTY OF MARC W. ROSE**

WHEREAS, the Town Council of the Town of Clayton hereby determines that it is necessary and in the public interest to acquire certain property to build publically owned sewer facilities.

WHEREAS, the proper officials or representatives of the Town of Clayton have been unable to acquire the needed interest in this property by negotiated conveyance.

NOW, THEREFORE, be it resolved by the Town Council of the Town of Clayton that:

1. The Town of Clayton shall acquire by condemnation, for establishing, extending and improving sewer lines and systems, a temporary construction easement interest in an area on the property owned by Marc W. Rose. The easement will be used to construct, install, operate, maintain, repair, reconstruct, replace, and/or remove such facilities, fixtures, equipment, markers, and appurtenances within a permanent easement or right of way outside the easement as may be necessary or desirable for sanitary sewer and utility purposes

2. The attorneys representing the Town of Clayton are directed to institute the necessary proceedings under Chapter 40A of the North Carolina General Statutes to acquire the property herein described.

Duly adopted this the 17th day of December 2012, while in regular session.

Jody L. McLeod
Mayor

ATTEST:

Sherry L. Scoggins
Town Clerk

**TOWN OF CLAYTON
RESOLUTION AUTHORIZING CONDEMNATION TO ACQUIRE CERTAIN
PROPERTY OF MICHAEL AND SHAUNA KANE**

WHEREAS, the Town Council of the Town of Clayton hereby determines that it is necessary and in the public interest to acquire certain property to build publically owned sewer facilities.

WHEREAS, the proper officials or representatives of the Town of Clayton have been unable to acquire the needed interest in this property by negotiated conveyance.

NOW, THEREFORE, be it resolved by the Town Council of the Town of Clayton that:

1. The Town of Clayton shall acquire by condemnation, for establishing, extending and improving sewer lines and systems, a temporary easement interest in an area on the property owned by Michael and Shauna Kane. The easement will be used to construct, install, operate, maintain, repair, reconstruct, replace, and/or remove such facilities, fixtures, equipment, markers, and appurtenances within a permanent easement or right of way outside the easement as may be necessary or desirable for sanitary sewer and utility purposes.

2. The attorneys representing the Town of Clayton are directed to institute the necessary proceedings under Chapter 40A of the North Carolina General Statutes to acquire the property herein described.

Duly adopted this the 17th day of December 2012, while in regular session.

**Jody L. McLeod
Mayor**

ATTEST:

**Sherry L. Scoggins
Town Clerk**

**TOWN OF CLAYTON
RESOLUTION AUTHORIZING CONDEMNATION TO ACQUIRE CERTAIN
PROPERTY OF CLAYTON TOWNHOMES HOMEOWNERS ASSOCIATION**

WHEREAS, the Town Council of the Town of Clayton hereby determines that it is necessary and in the public interest to acquire certain property to build publically owned sewer facilities.

WHEREAS, the proper officials or representatives of the Town of Clayton have been unable to acquire the needed interest in this property by negotiated conveyance.

NOW, THEREFORE, be it resolved by the Town Council of the Town of Clayton that:

1. The Town of Clayton shall acquire by condemnation, for establishing, extending and improving sewer lines and systems, a perpetual exclusive utility and pipeline easement and a temporary construction easement in an area on the property owned by Clayton Townhomes Association. The easement will be used to construct, install, operate, maintain, repair, reconstruct, replace, and/or remove such facilities, fixtures, equipment, markers, and appurtenances as may be necessary or desirable for sanitary sewer and utility purposes

2. The attorneys representing the Town of Clayton are directed to institute the necessary proceedings under Chapter 40A of the North Carolina General Statutes to acquire the property herein described.

Duly adopted this the 17th day of December 2012, while in regular session.

**Jody L. McLeod
Mayor**

ATTEST:

**Sherry L. Scoggins
Town Clerk**

**TOWN OF CLAYTON
TOWN COUNCIL
AGENDA COVER SHEET**

Agenda Item: 9c

Meeting Date: 12/17/12

TITLE: TOWN CLERK

DESCRIPTION: Calendar of Events

- Council Mtg – Monday, December 17, 2012 @ 6:30 PM
- Planning Board Mtg – **TUESDAY**, December 18, 2012 @ 6 PM
- Board of Adjustment Mtg – Wednesday, December 19, 2012 @ 6 PM
- Christmas Holiday – Monday, December 24, 2012; Tuesday, December 25, 2012; & Wednesday, December 26, 2012
- New Year’s Day Holiday – Tuesday, January 1, 2013
- Council Mtg – Monday, January 7, 2013 @ 6:30 PM
- “Youth Art Month” Arts Award Reception – Thursday, January 10, 2013, @ 6:30 PM at the Clayton Center
- Board of Adjustment Mtg – Wednesday, January 16, 2013 @ 6 PM
- Martin Luther King Jr.’s Birthday Holiday – Monday, January 21, 2013
- Clayton Chamber Installation & Awards Ceremony – Tuesday, January 22, 2013 @ 6 PM at the Clayton Center, 111 East Second Street
- Council Mtg – **WEDNESDAY**, January 23, 2013 @ 6:30 PM
- Library Board Mtg – Thursday, January 24, 2013 @ 2:30 PM; Hocutt-Ellington Library, 100 S Church Street
- Planning Board Mtg – Monday, January 28, 2013 @ 6 PM
- North Carolina Main Street Conference – January 30, 2013 – February 1, 2013 hosted in Salisbury, NC
- Council Mtg – Monday, February 4, 2013 @ 6:30 PM
- Council Mtg – Monday, February 18, 2013 @ 6:30 PM
- Board of Adjustment Mtg – Wednesday, February 20, 2013 @ 6 PM
- Planning Board Mtg – Monday, February 25, 2013 @ 6 PM
- 5k Run for the Rockets – Saturday, March 2, 2013 @ Cooper Elementary from 9 AM to 12 noon
- Good Friday Holiday – Friday, March 29, 2013
- HeartChase – Saturday, May 18, 2013 @ Town Square and in Downtown Clayton from 10 AM to 12 noon; registration begins at 9 AM.
- Memorial Day Holiday – Monday, May 27, 2013
- Independence Day Holiday – Thursday, July 4, 2013
- Labor Day Holiday – Monday, September 2, 2013
- Veteran’s Day Holiday – Monday, November 11, 2013
- Thanksgiving Holiday – Thursday, November 28, 2013 & Friday, November 29, 2013
- Christmas Holiday – Tuesday, December 24, 2013; Wednesday, December 25, 2013; & Thursday, December 26, 2013

Date:
12-17-12

Action:
N/A

Info. Provided:
Calendar of Events