

AGENDA
THE REGULAR MEETING OF THE CLAYTON TOWN COUNCIL

MONDAY, OCTOBER 06, 2014
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. CONSENT AGENDA

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

- a. Draft minutes from the September 15, 2014 work session.
- b. Approval of Special Events:
 - i. Boot Camp Youth Rally
 - ii. Trunk or Treat
- c. Action to approve an ordinance rescinding annexation of Gordon Property on Powhatan and Glen Laurel Roads due to incorrect boundary description.
- d. Proclamation: “Public Power Week – Always Steady and Ever Ready”
- e. Interlocal Agreement: Johnston County & Town of Clayton in reference to utility service to Grifols (GTI).
- f. Adoption of ordinance setting fees for cemetery interments.

4. INTRODUCTIONS AND SPECIAL PRESENTATIONS

5. PUBLIC HEARINGS

- a. No Public Hearings.

6. OLD BUSINESS

- a. Amendment to the cemetery ordinance.
- b. Adoption of amended By-laws for the Library Board.

7. NEW BUSINESS

- a. Clayton Fire Department general mutual aid agreement update.
- b. Discussion of appointment of Town Clerk.

8. STAFF REPORTS

- a. Town Manager

- b. Town Attorney
- c. Town Clerk
 - Calendar of Events
- d. Other Staff

9. OTHER BUSINESS

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

10. ADJOURNMENT

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

Agenda Item: 3a

Meeting Date: 10/06/14

TITLE: DRAFT MINUTES FROM THE SEPTEMBER 15, 2014 WORK SESSION.

DESCRIPTION: Attached.

RELATED GOAL: Legislative

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
10-06-14	Approval.	DRAFT

**Transcript Minutes of the September 15, 2014
Meeting of the Clayton Town Council**

1 **MAYOR MCLEOD:** As the Mayor of the Town
2 of Clayton, I call this Work Session Meeting of the
3 Clayton Town Council to order. I'll ask you to
4 stand for the Pledge of Allegiance and remain
5 standing for the invocation.
6 (Pledge of Allegiance recited.)
7 **MAYOR MCLEOD:** Let us pray. Most
8 gracious and heavenly Father, we pause to thank You
9 for the blessings of this day and we ask, Lord, now
10 that you be with us as we proceed with the business
11 for the Town of Clayton. For it's in Your great
12 name we pray, amen.
13 **TOGETHER:**Amen.
14 **MAYOR MCLEOD:** Are there any adjustments
15 to the agenda?
16 **TOWN MANAGER BIGGS:** No, sir, Mr. Mayor.
17 **MAYOR MCLEOD:** All right. If not, we'll
18 move on to the Action Agenda.
19 **COUNCILMAN SATTERFIELD:** Move we approve.
20 **COUNCILMAN HOLDER:** Second.
21 **MAYOR MCLEOD:** I have a motion and a
22 second to approve the Action Agenda. Is there any
23 discussion? All in favor of the motion, say aye.

24 (Voice vote.)
25 **MAYOR MCLEOD:** Opposed, like sign.

1 Motion carries. Next up will be the introduction
2 of new Town of Clayton employees.
3 **PLANNING DIRECTOR DEYOUNG:** Good evening.
4 I'd like to introduce Karen Durham. Karen Durham

5 is our new code enforcement officer [inaudible].
6 She has taken on the role from Jim Poindexter who
7 has served in the police department, as you are
8 aware. That has moved over to the Planning
9 Department. Karen will [inaudible] and she's been
10 with the Town for seven years in customer service
11 and she's been the customer service rep and a front
12 receptionist, so we're happy to have her on.
13 MAYOR MCLEOD: Awesome. Welcome back,
14 again. All of that customer service experience
15 you've had is going to come in handy when you try
16 to enforce all the nuisance ordinances. Hello, Ann
17 Game.
18 MALE SPEAKER: Hey, Ann Game.
19 CUSTOMER SERVICE DIRECTOR GAME: How are
20 you all doing tonight?
21 MAYOR MCLEOD: Good.
22 MALE SPEAKER: Good.
23 CUSTOMER SERVICE DIRECTOR GAME: I'm very
24 excited to say that we have lots happening in the
25 customer service department, all very good things.

1 First off, [inaudible] proud to be able to
2 [inaudible], who has been working in the department
3 for seven years and somebody who every day asked me
4 for something [inaudible] she's been [inaudible] to
5 work for and [inaudible] very, very happy for
6 Karen.
7 In filling Karen's position, Holly
8 Barnette has been with the Town since last August,
9 and Holly is being moved into that collection
10 specialist position. Again, she comes with that
11 great background of customer service and working
12 the front desk. So I think this is just going to
13 be [inaudible] very happy to have Holly in that
14 position.
15 We also have done a lot of changing if
16 you come around in front. Chrissy Dunn joined us.
17 Chrissy joined us back in August, and Chrissy is
18 actually a part-time EMT person, so I feel like I
19 have that -- that [inaudible]. Very excited to
20 have Chrissy join us. We also have Alex Rodriguez
21 who joined us. Alex just moved to Clayton from
22 Florida and we recognized his [inaudible], but we
23 recognize his customer service background

24 [inaudible], and we're very excited to have him
25 with us and he actually has moved into town. Alex

1 is bilingual and has been a great asset just in the
2 last four weeks in having him in our department.
3 Not only has he helped us out with [inaudible] in
4 translation, so that's been really important.
5 And then last but not least, we have
6 Eileen Fulcher who has joined us. Eileen is
7 actually part time, and she's joined us. So she'll
8 be at the windows from 10:00 to 3:00 every day and
9 has done a tremendous job. This is just week two.
10 This is her second Monday with us, so very excited
11 to have her. So thank you all and welcome to all

12 the new staff.

13 MAYOR MCLEOD: Yeah, that's great.

14 MALE SPEAKER: Welcome.

15 MAYOR MCLEOD: Welcome, that's great.

16 I'm glad to have that EMT person there because if
17 my wife ever gets too hot, I think I'm having a
18 heart attack [laughter]. At least somebody there
19 will say, "Wait a minute." Welcome to all of you.

20 Next on the agenda will be in a -- a

21 special events committee report.

22 DOWNTOWN DEVELOPMENT DIRECTOR NAEGELEN:

23 Good evening. Bruce Naegelen, Downtown Development
24 Coordinator, and I have a couple of requests from
25 the public for information about a couple of events

1 that are coming on and the first one coming up is
2 the Williamson [Inaudible]. This is a youth group
3 camp rally and parade. It's coming up October
4 24th. We're asking for [inaudible] and parking lot
5 closure of Town Square. We're going to be marching
6 from Town Square up Horne at the Methodist Church
7 along East 2nd Street between 6:30 and 7:45 or so.
8 This is a first-time event organized by
9 [Inaudible] from 6:30 at Town Square. Program will
10 take place from 6:30 until about 7:15, and then the
11 march will take place down the street from Town
12 Square parking lot on Horne going to the Methodist
13 Church by way of East 2nd Street. The march will
14 end at Church Street, and then they'll take the

15 sidewalk and go to the church from there. The
16 march is expected to end by 7:30.
17 This is the route. You can see the
18 [inaudible] right there at Horne Square -- Town
19 Square rather. We'll have two police cruisers, one
20 at either end of 2nd Street, and they'll march down
21 to the -- to Church Street.
22 The Special Event Committee does
23 recommend approval of this event. Public Works
24 will provide cones for Town Square Parking Lot. We
25 want to close just half of the parking lot on that

1 day on the Fayetteville Street side. [Inaudible]
2 to Fayetteville Street and the police department
3 will provide an officer car to block East 2nd
4 Street to Fayetteville Street and Church Street
5 from 7:15 to 7:30.

6 MALE SPEAKER: [Inaudible]?

7 DOWNTOWN DEVELOPMENT DIRECTOR NAEGELEN:

8 Yes. The road closure at the parking lot.

9 [Inaudible] have a question?

10 TOWN MANAGER BIGGS: Yeah, I was just
11 wondering if we needed to have an action this
12 evening or --

13 DOWNTOWN DEVELOPMENT DIRECTOR NAEGELEN:

14 Oh, no. No need to [inaudible].

15 TOWN MANAGER BIGGS: Okay. So we will
16 not be acting on this this evening [inaudible].

17 DOWNTOWN DEVELOPMENT DIRECTOR NAEGELEN:

18 [Inaudible].

19 TOWN MANAGER BIGGS: [Inaudible].

20 DOWNTOWN DEVELOPMENT DIRECTOR NAEGELEN:

21 Sorry if there was any confusion on that. So, in
22 essence, we're asking for the closure of the Town
23 Square Parking Lot from 3:00 to 7:30 p.m. on the
24 24th of October. Brief closure of East 2nd Street
25 from Fayetteville to Church, blocking East 2nd

1 Street at Fayetteville with a police car and at
2 Church Street [inaudible] from 7:15 to 7:30.

3 MAYOR MCLEOD: Okay. Questions or
4 comments? All right.

5 COUNCILMAN THOMPSON: I do.

6 MAYOR MCLEOD: Oh, Councilor?
7 COUNCILMAN THOMPSON: What's the purpose
8 in blocking the street when we've got a sidewalk
9 right there?
10 DOWNTOWN DEVELOPMENT DIRECTOR NAEGELEN:
11 They wanted to walk down the street. It's a good
12 question of the Applicant.
13 TOWN MANAGER BIGGS: The way they have it
14 staged is they'll mark in a cadence.
15 COUNCILMAN THOMPSON: Okay. I
16 understand. That's why I was wondering what --
17 okay. It's clear. Thank you.
18 MAYOR MCLEOD: All right.
19 MAYOR PRO TEM GRANNIS: We can put this
20 on consent.
21 MAYOR MCLEOD: Yeah, consent.
22 DOWNTOWN DEVELOPMENT DIRECTOR NAEGELEN:
23 The next one, you don't have on your packet. There
24 isn't a slide for it because it's just information
25 only, and it's pretty brief. It's a community

1 event that's already been approved. I'm just here
2 to present information only.
3 There will be a Christmas Eve service on
4 December 24th. It's at Town Square. It's --
5 they've been doing it for a number of years. The
6 Applicant is Greater Heights United Methodist
7 Church. Community -- this is basically a community
8 gathering around the Christmas tree for singing and
9 [inaudible] pastor. Everybody is invited, of
10 course. The group will light handheld candles
11 during the course of the song, and they'll have
12 some microphones, one or two for speaking and
13 musical accompaniment. The Special Events
14 Committee has approved this. There's no Town
15 services needed or anything of that sort of thing.
16 Information [inaudible].
17 The next one is also informational only.
18 It's a kids' bubble run benefit by the Make-A-Wish
19 Foundation. It's going to be held Saturday,
20 September 27th at 9:00 a.m. And they actually they
21 asked to increase the timeframe to 1 o'clock, and
22 so that's going to happen at the Town Square
23 [inaudible] expecting around 120 folks [inaudible]
24 and that number [inaudible]. These children will

25 run laps and try to raise funds for the Make-A-Wish

1 Foundation. That involves bubbles [inaudible] from
2 a bubble machine.
3 The whole other story to this is that
4 obviously you can't do this if -- they'll have
5 probably a different application for [inaudible],
6 but they'll have carnival activities [inaudible]
7 face painting, [inaudible] refreshments and those
8 kinds of things. And it sounds like it's going to
9 be kind of a fun day. This is how it's going to be
10 set out, and then they'll run around the interior
11 or the exterior of Town Square [inaudible] Town
12 Square. That's [inaudible].
13 That's pretty much it. Like I said, the
14 Special Events Committee has approved this event.
15 No Council action is necessary. Public Works will
16 provide proper trash and recycling [inaudible].
17 The last one for -- I should say the next
18 one, which is the last presentation, and it is
19 asking for Council approval on this. It's Trunk or
20 Treat. It's scheduled for Wednesday, October 29th
21 at Town Square from 5:00 p.m. to 7:00 p.m.,
22 organized by [inaudible] Memorial; 150 to 200
23 children are expected, and what they want to do is
24 set up cars in the parking lot and distribute candy
25 from the trunks of the car, so they'll face the

1 street with the trunks open, kids will come
2 through, and then [inaudible] from the trunks for a
3 couple of hours and then you're done.
4 Council -- or the Special Events
5 Committee does recommend approval. Public Works
6 will provide and set up cones for the Town Square
7 Parking Lot. They're just asking for closure of
8 the parking lot on this Wednesday [inaudible] on
9 the 29th of October all day from 6:00 a.m. to
10 [inaudible]. And from 6:00 a.m. to 7:30 p.m.
11 closure [inaudible].
12 MAYOR MCLEOD: All right. Any questions
13 or comments?
14 DOWNTOWN DEVELOPMENT DIRECTOR NAEGELEN:
15 Thanks, gentlemen.
16 MAYOR MCLEOD: Okay. Good. We'll place

17 that item and the Boot Camp Youth Rally both on our
18 Consent Agenda. Thank you, Bruce.
19 DOWNTOWN DEVELOPMENT DIRECTOR NAEGELEN:
20 Thank you very much.
21 MAYOR MCLEOD: Next up on the agenda is
22 the presentation of a proclamation of Public Power
23 Week: Always Steady and Ever Ready.
24 TOWN MANAGER BIGGS: If it's the pleasure
25 of the Council, we'll assign that to the Consent

1 Agenda.
2 MAYOR MCLEOD: That's fine. We'll assign
3 that to the consent agenda. All right. Moving
4 right along, the next item is the discussion of the
5 proposed amendment to the Cemetery Ordinance.
6 TOWN MANAGER BIGGS: Mr. Mayor and
7 Members of the Council, I have included in your
8 agenda packet a one version and then a two version
9 of the proposed amendment to the Town Ordinance
10 dealing with the changes in how we transfer burial
11 rights in the cemetery. Historically, we have used
12 an instrument that has been referred to as a deed
13 [ph], and as per the advice of our attorney, we
14 will be transitioning that from a deed to a license
15 which makes it more clear that there isn't a
16 property interest, but rather just the right to
17 utilize the ground as [inaudible] and so this is
18 the [inaudible] for some period of time that has
19 kind of fallen through the cracks, for which we
20 apologize.
21 We want to bring it for you this evening
22 for your consideration. This is sort of the
23 substance of the amendment. We would ask that this
24 be assigned to the regular agenda, not to the
25 Consent Agenda. While we're [inaudible] we may

1 [inaudible] administrative things that we're
2 looking at. We certainly have flagged those for
3 you, but we would not want to hold up business
4 before you this evening on the basis of holding
5 those other items up. They are just minor items
6 having to do with the time expectation [inaudible]
7 funeral homes and that type of thing.
8 MAYOR MCLEOD: All right. Any questions

9 or comments? Then we will have that item slated
10 for our Regular Work Session Meeting.
11 Next on the agenda is the ordinance to
12 rescind annexation, ordinance adopted for Gordon
13 Property on Powhatan and Glen Laurel Roads due to
14 an incorrect boundary description.
15 TOWN MANAGER BIGGS: Mr. Mayor, as the
16 item states, we received a petition for annexation
17 of certain property that was submitted consistent
18 with our ordinances, requiring annexation in order
19 to receive Town services. The tract went through
20 the entire process, including public hearing. At
21 completion of the process, there was some work done
22 to identify the boundary that had been provided to
23 us as a -- a subject to the petition, not closed
24 directly on the area that we were annexing
25 [inaudible] familiarity with those lines

1 [inaudible].
2 In consulting with the Town Attorney on
3 this, the only way to solve it is to formally
4 re-annex the property. If you'll remember about
5 this tract, we were actually looking at doing it in
6 two parts. There was a first section that we went
7 through; that's the area that had the incorrect
8 description. So what we'll do is we'll [inaudible]
9 to include the entire area.
10 COUNCILMAN SATTERFIELD: Can that be at
11 the -- be at the -- help me out here; on the

12 Consent Agenda, is what I was wondering. Can we
13 put this on the Consent Agenda?
14 MAYOR MCLEOD: Is it possible to just
15 have this placed on the Consent Agenda?
16 TOWN MANAGER BIGGS: Yes, sir.
17 MAYOR MCLEOD: Yes.
18 COUNCILMAN SATTERFIELD: Yeah.
19 MAYOR MCLEOD: All right. We'll have
20 that item placed on our Consent Agenda.
21 COUNCILMAN SATTERFIELD: Yes.
22 MAYOR MCLEOD: All right. Next up is the
23 interlocal agreement between the Town of Clayton
24 and Johnston County for wastewater service.
25 TOWN MANAGER BIGGS: Mr. Mayor, the Town

1 has been working for a number of years with
2 [inaudible]. We were able to enter into a
3 development agreement with Grifols that assured
4 them that as they continued to expand their plant,
5 they could use those services. Part of how we are
6 doing that is in partnership with Johnston County.
7 So the second part of the agreement that we have
8 reached with Grifols is to enter into a
9 complimentary [inaudible] with Johnston County in
10 order to assure that [inaudible] meet all their
11 service needs, and so that's what [inaudible].
12 Subsequent to this agreement, Johnston County moved
13 forward with certain capital improvements necessary
14 to -- to achieve the transmission and release of
15 wastewater. As you'll recall from my meeting with
16 Grifols, this [inaudible] will cross with
17 [inaudible] so this is at worst cost-neutral to the
18 Town, and actually creates an opportunity for an
19 [inaudible].
20 MAYOR MCLEOD: All right. Any questions
21 or comments? Would you like to have that placed on
22 the Consent Agenda?
23 TOWN MANAGER BIGGS: Yes, sir.
24 MAYOR MCLEOD: Then we'll have that
25 placed on our Consent Agenda as well. Next up

1 under items for discussion is a proposed ordinance
2 establishing an encroachment authority and
3 procedure.
4 TOWN MANAGER BIGGS: Mr. Mayor, this item
5 is just tracking through the issue presented at the
6 last meeting and [inaudible] of the ordinance so
7 there is [inaudible] to be ready for action.
8 MAYOR MCLEOD: All right. Any questions
9 or comments? All right. Thank you, sir. And the
10 next up is the Library Board By-laws revisions.
11 DEPUTY TOWN MANAGER MEDLIN: Good
12 evening, Mayor. Nancy Medlin, Deputy Town Manager.
13 About two days ago, Councilman Ulrich, myself and
14 Christie Starnes, library director, looked at the
15 guidelines for by-laws [inaudible] of the library
16 or what we believe [inaudible] for the library
17 board. We did meet and discussed those by-laws,
18 and we have included in the agenda packet the

19 proposed revision to the by-laws.
20 We really had four goals, the first being
21 to update the ordinance to reflect current
22 operations in the library. As I said, the by-laws
23 have not been amended in some time, and many of the
24 things that were included in there do not reflect
25 current operations of the library. For example,

1 talking about setting days and times. Those are
2 things, obviously, that don't really pertain to
3 Council. An additional goal would be to change the
4 makeup of the board to weigh it more towards
5 in-town residents and to bring it more in line with
6 other town boards that are weighted more towards
7 in-town versus out-of-town residents. The current
8 make up of the board is 50-50, and we're proposing
9 a 70-30 split.

10 Additional goal is to update the
11 ordinance to support the recognition by the State
12 [inaudible] independent library. Currently the
13 by-laws, one of the requirements is that we consult
14 with the Johnston County Public Library on
15 submission of reports to the State. That
16 requirement will no longer be viable.
17 And last, will be provide more clear
18 guidance to the Board regarding the duties and
19 responsibilities for things such as minutes of the
20 meetings, having a published agenda, taking
21 attendance, things of that nature. If you have any
22 questions or comments, I'd be happy to answer those
23 for you.

24 **MAYOR MCLEOD:** Questions or comments? I
25 think we're good. Thank you very much.

1 **DEPUTY TOWN MANAGER MEDLIN:** Thank you.

2 **MAYOR MCLEOD:** Moving right along to old
3 business is a discussion of the cemetery fee
4 schedule.

5 **TOWN MANAGER BIGGS:** Mr. Mayor and
6 Members of the Council, you'll recall Attorney
7 Levinson sent a letter to us asking us to consider
8 the possibility of adjusting our fee schedule as it
9 relates to cremating interments. At this time, we
10 do not distinguish between a regular interment and

11 a cremating interment, and the cost for that
12 service is \$900. We received his request and
13 brought it before the Council.
14 At that time, the Council asked us to
15 also look at the issue of Sunday interments as well
16 as holiday interments, and that included in your
17 agenda packet is a spreadsheet showing a number of
18 different comparisons for the private sector and
19 public sector for these costs. As I mentioned at
20 this time, a regular interment fee in the Town is
21 \$900.
22 We do offer Saturday interments with
23 advanced notice at the regular price. So we do not
24 have a surcharge for a Saturday interment. At this
25 time, we do not offer a Sunday interment.

1 In terms of holidays, we do accommodate
2 holiday interments with certain exceptions. We
3 would except from holiday interments Christmas Day,
4 Thanksgiving Day, New Year's Day and Good Friday.
5 What we were proposing to do is to go to
6 a schedule of honestly [inaudible] interment fee of
7 \$900 and having the -- continuing the \$900 charge
8 for Saturdays as we're already providing it. For
9 Sunday interments we propose a surcharge, and the
10 cost for a Sunday interment will be \$1,200. We
11 will also put in place municipal procedures that
12 provide for advanced or adequate notification so
13 that we can have manpower and equipment available
14 for a Sunday operation.
15 In terms of the holidays, the Council
16 asked that we look at a surcharge for holidays.
17 Given that we do accommodate most holidays at this
18 time, we would actually request that we stick with
19 the status quo and not add Christmas Day or
20 Thanksgiving Day or New Year's Day or Good Friday
21 to those list of holidays where we would perform
22 interments.
23 In terms of responding to this specific
24 request from Mr. Levinson, we think that that is a
25 reasonable request, and we are proposing that the

1 cremating interment on a Monday through Saturday
2 basis would be \$450, half the regular price. For

3 Sunday, a cremating interment, I think, of \$900 is
4 an appropriate price.
5 MAYOR MCLEOD: Okay. Any questions or
6 comments? Mr. Lawter?
7 COUNCILMAN LAWTER: I did have a quick
8 question. I think we discussed this earlier on the
9 Saturday-Sunday, the standard interment versus the
10 cremains, why is it \$150 more for cremains than --
11 than for Sunday interment? It seemed to me it
12 ought to be the same if it's the same day.
13 TOWN MANAGER BIGGS: Are we talking about
14 under the current or --
15 COUNCILMAN LAWTER: I'm looking under the
16 current and proposed, I think -- yeah, proposed.
17 TOWN MANAGER BIGGS: I think what we're
18 showing is for a Saturday, it will be 450 which is
19 the regular price.
20 COUNCILMAN LAWTER: Oh, slide on down to
21 the bottom, then, on the standard interment for
22 Saturdays and Sundays.
23 TOWN MANAGER BIGGS: Yeah, Saturday would
24 be 450; Sunday would be 900.
25 COUNCILMAN LAWTER: Yeah, but what I'm

1 saying is for the standard, it goes from 900 to
2 1,200 -- 900 and 1,200 for Saturday-Sunday, and for
3 cremains it goes from 450 to 900. One's an
4 increase of 300, the other's an increase of 450
5 bucks. What's the difference? I mean, why is it
6 150 bucks more for a smaller interment?
7 TOWN MANAGER BIGGS: Well, [inaudible]
8 the half price -- we're giving the interment of
9 cremains for half price and we're applying that
10 half price for Saturday.
11 COUNCILMAN LAWTER: It seems pretty
12 [inaudible]. I'm just curious; it just seems to me
13 it ought to be the same number.
14 TOWN MANAGER BIGGS: By the pleasure of
15 the Council.
16 COUNCILMAN HOLDER: You're saying that
17 ought to be 600?
18 COUNCILMAN LAWTER: No, I'm saying if --
19 yeah, it ought to be seven -- 750 versus the 900.
20 It's \$150 cheaper. It goes -- it's a \$300 increase
21 for the standard interment, why wouldn't it be a

22 \$300 increase for the cremains interment on
23 Sundays? Just seems reasonable.
24 TOWN MANAGER BIGGS: Yeah, I would just
25 answer that by saying our margin is already there

1 at the 900 to 1,200 and coming in on Sunday,
2 overtime and that kind of thing, it would be hard
3 to squeeze the margin down for Sunday. So --
4 COUNCILMAN LAWTER: Okay. I just --
5 TOWN MANAGER BIGGS: -- I mean, we could
6 do it either way.
7 COUNCILMAN LAWTER: Okay. Just as long
8 as there's the reason -- understanding the reason
9 for the difference.
10 TOWN MANAGER BIGGS: What we're trying to
11 do is give a more substantial discount for the
12 cremains during the week, because it is a lot --
13 during the week, the interment of cremains is a lot
14 less trouble, because we've already got a guy in
15 here and that sort of thing. But on a Sunday we
16 have [inaudible].
17 COUNCILMAN LAWTER: Uh-huh. And our
18 costs are kind of fixed for that, is what you're
19 saying?
20 TOWN MANAGER BIGGS: Yeah.
21 COUNCILMAN LAWTER: Okay.
22 TOWN MANAGER BIGGS: I was very pleased,
23 though, to learn [inaudible] that we were already
24 accommodating Saturday [inaudible].
25 MAYOR MCLEOD: Okay. Is this something

1 we need to put on the Consent Agenda, then?
2 TOWN MANAGER BIGGS: Yes, sir.
3 MALE SPEAKER: Yeah.
4 MAYOR MCLEOD: All right. We'll have
5 that item placed on our Consent Agenda. All right.
6 Next up is staff reports, beginning with the
7 Manager.
8 TOWN MANAGER BIGGS: No additional
9 report, Mayor.
10 MAYOR MCLEOD: Town Attorney?
11 TOWN ATTORNEY KATHERINE ROSS: No report.
12 MAYOR MCLEOD: Town Clerk -- well, that's
13 happened. Any other staff? If not, I'll open the

14 floor for public comment. No one wishing to speak,
15 I'll turn it over to Council for comments. Mr. --
16 Mr. Thompson?
17 COUNCILMAN THOMPSON: I just want to make
18 everybody aware that tomorrow is the meeting --
19 meeting with the Triangle J Area Agency on Aging.
20 I'm the chairman of that group, and we meet every
21 other month, and instead of tomorrow, we'll be
22 meeting on Tuesday. It's a group of just
23 [inaudible] a group of -- that looks after the
24 welfare of the -- an advocacy group for the aging
25 population, and it assists community leaders from

1 all the Triangle J Region and members of the senior
2 part of the legislature. So we'll be meeting
3 tomorrow. Just wanted to put that out there,
4 because sometimes we don't get a lot of recognition
5 for what we do with the aging population, so I
6 wanted to put that out there.

7 MAYOR MCLEOD: Okay. Awesome. All
8 right. Anyone else? All right. If nothing else
9 to come before us, I'll entertain a motion to
10 adjourn.

11 MALE SPEAKER: No, we have a closed
12 session.

13 MAYOR PRO TEM GRANNIS: Motion to go to
14 closed session.

15 MAYOR MCLEOD: Oh, I don't have that on

16 my list.

17 MAYOR PRO TEM GRANNIS: Yes, you do.

18 MAYOR MCLEOD: Oh, yes I do. I'll

19 entertain -- I meant to say I'll entertain a motion
20 to go into closed session.

21 MAYOR PRO TEM GRANNIS: You've already
22 got one. Got a second.

23 MAYOR MCLEOD: I have a motion --

24 COUNCILMAN LAWTER: Second.

25 MAYOR MCLEOD: -- do I hear a second?

1 Mr. Lawter. All in favor say aye.

2 (Voice vote.)

3 MAYOR MCLEOD: Motion carries.

4 **MALE SPEAKER:** Purpose of the closed
5 session is a personnel matter.
6 **MAYOR MCLEOD:** Yes, a personnel matter.
7 Thank you.
8 **(Council Enters Closed Session)**
9 **(Council Returns from Closed Session)**
10 **MAYOR MCLEOD:** -- do I have a second?
11 **COUNCILMAN LAWTER:** Second.
12 **MAYOR MCLEOD:** Mr. Lawter. All in favor
13 of the motion say aye.
14 **(Voice vote.)**
15 **MAYOR MCLEOD:** Motion carries. Good
16 night.

Duly adopted by the Town Council this 15th day of September 2014 while in regular session.

Jody L. McLeod,
Mayor

ATTEST

Nancy Medlin,
Deputy Town Clerk

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

Agenda Item: 3b

Meeting Date: 10-6-14

TITLE: Special Events Approvals

DESCRIPTION: Boot Camp Youth Rally, Trunk or Treat

RELATED GOAL: Premier Community for Active Families

ITEM SUMMARY: As described.

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
9-15-14	Presented	Applications
10-6-14	Approval	No new info

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

Agenda Item: 3c

Meeting Date: 10-6-14

TITLE: Rescind Gordon Property Annexation

DESCRIPTION: Adoption of ordinance nullifying previous action to annex a tract on Powhatan and Glen Laurel Roads due to an error in the boundary description.

RELATED GOAL: Administrative

ITEM SUMMARY: As described

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
9-15-14	Presentation	Ordinance (DRAFT)
10-6-14	Approval (consent)	Ordinance

TOWN OF CLAYTON
AN ORDINANCE TO REPEAL AN ORDINANCE TO EXTEND THE CORPORATE
LIMITS OF THE TOWN OF CLAYTON, NORTH CAROLINA

WHEREAS, the Town of Clayton was petitioned under G.S. 160A-31 to annex the area described in Annexation Petition 2014-03-01; and

WHEREAS, the Town of Clayton, by resolution, directed the Town Clerk to investigate the sufficiency of Annexation Petition 2014-03-01; and

WHEREAS, the Town Clerk certified Annexation Petition 2014-03-01 based on the metes and bounds descriptions provided to the Town Clerk by the petitioners at the time of certification; and

WHEREAS, the Town Clerk certified Annexation Petition 2014-03-01 based on the metes and bounds descriptions included in Annexation Petition 2014-03-01 and provided to the Town Clerk by the petitioners at the time of certification; and

WHEREAS, on July 7, 2014, the Town Council adopted Ordinance 2014-07-01, which annexed and made part of the Town of Clayton certain property described in Annexation Petition 2014-03-01 and Ordinance 2014-07-01, the legal description of which is attached hereto as Attachment A; and

WHEREAS, after Ordinance 2014-07-01 became effective, the Town of Clayton discovered an error in the metes and bounds descriptions included in Annexation Petition 2014-03-01 and provided to the Town of Clayton by the petitioners; and

WHEREAS, as a result of the incorrect metes and bounds description, different property was annexed by the Town of Clayton than was originally intended by both the petitioners and the Town of Clayton; and

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

Section 1. Ordinance 2014-07-01 is repealed.

Section 2. This ordinance shall become effective upon its adoption.

Duly adopted by the Clayton Town Council this 15th day of September 2014, while in regular session.

Jody L. McLeod,
Mayor

ATTEST:

Nancy Medlin
Deputy Clerk

Katherine E. Ross
Town Attorney

.....

....

North Carolina
Johnston County

This ____ day of _____, 2014, personally appeared before me Nancy Medlin, Deputy Clerk of the Town of Clayton, who being duly sworn by me, says that she knows the common seal of the Town of Clayton and is acquainted with Jody L. McLeod, who is the Mayor and presiding member of said municipal corporation; and that she saw the said Mayor sign the foregoing instrument, and that she, the said Nancy Medlin, signed her name in attestation of affixed said common seal of said corporation to said instrument in the presence of said Mayor.

Witness my hand and notarial seal, this the day and year first above written.

Notary Public – Signature

(SEAL)

Notary Public – Printed Name
Commission Expires: _____

County of Commission: Johnston

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

Agenda Item: 3d

Meeting Date: 10-6-14

TITLE: Proclamation for Public Power Week

DESCRIPTION: Public Power Week is October 5 to October 11.

RELATED GOAL: Value for Taxes and Fees

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
9-15-14	Presentation	Proclamation (DRAFT)
10-6-14	Approval (consent)	Proclamation

**TOWN OF CLAYTON
PROCLAMATION
PUBLIC POWER WEEK – ALWAYS STEADY AND EVER READY**

WHEREAS, the Town of Clayton provides electricity to its citizens; and,

WHEREAS, the citizens of the Town of Clayton are consumers and owners of their public power systems and exercise local control over utility operations and policies; and

WHEREAS, our employees are neighbors serving neighbors; and

WHEREAS, our electric system is a community asset that contributes to the well-being of citizens by providing safe and reliable power, customer service and economic development opportunities; and,

WHEREAS, the Town of Clayton is one of more than 70 public power communities serving more than 500,000 residential, commercial, and industrial customers in North Carolina; and

NOW, THEREFORE, LET IT BE PROCLAIMED by the Honorable Mayor and Town Council of the Town of Clayton, North Carolina that October 5 through October 11, 2014, be recognized as

“PUBLIC POWER WEEK – ALWAYS STEADY AND EVER READY”

in an effort to promote public power and those who work to provide the best possible electric service for our citizens.

Duly proclaimed this the 6th day of October 2014, while in regular session.

**Jody L. McLeod,
Mayor**

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

Agenda Item: 3e

Meeting Date: 10-6-14

TITLE: Interlocal Agreement: Clayton & Johnston County

DESCRIPTION: Sewer service agreement for Grifols (GTI)

RELATED GOAL: Economic Development

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
9-15-14	Presentation	Agreement
10-6-14	Approval (consent)	Agreement

INTERLOCAL AGREEMENT

This **INTERLOCAL AGREEMENT** dated as of October 6, 2014 (the “2014 Interlocal Agreement”) between the **TOWN OF CLAYTON, NORTH CAROLINA**, a municipal corporation organized under the laws of the State of North Carolina (the “Town”) and the **COUNTY OF JOHNSTON, NORTH CAROLINA**, a political subdivision of the State of North Carolina (the “County”),

WITNESSETH

WHEREAS, under Article 20 of Chapter 160A of the North Carolina General Statutes, as amended (the “*Interlocal Act*”), municipalities and counties are authorized to enter into Interlocal cooperation undertakings with other local governments for the joint exercise of any power, function, public enterprise, right, privilege, or immunity of local governments in North Carolina;

WHEREAS, the Town and County entered into an Interlocal agreement dated August 2, 1993 (the “1993 Interlocal Agreement”) for the purposes of allowing for the transfer of wastewater between the Town and the County;

WHEREAS, the Town and County have also previously entered a memorandum of understanding augmenting the 1993 Interlocal agreement on March 20, 1998;

WHEREAS, the Town has entered a Wastewater Supply Agreement with Grifols Therapeutics, Inc. (“GTI”) (the “GTI Agreement”) dated January 6, 2014 in which the Town has agreed to supply wastewater services to GTI and GTI has agreed to purchase wastewater services from the Town;

WHEREAS, the Town currently holds the right to 900,000 gpd of capacity at the County wastewater treatment plant;

WHEREAS, the Town plans to fulfill its obligations to GTI under the GTI Agreement through the receipt of wastewater treatment services from the County;

WHEREAS, the County is making infrastructure improvements to be able to transport and treat wastewater flow from the Town; and

WHEREAS, Town and County desire to set forth their agreement for such services herein.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms contained herein, as well as other mutual consideration that both the Town and County agree is sufficient, the parties hereto, intending to be legally bound hereby, agree as follows:

**ARTICLE I
PURPOSE**

The purpose of the 2014 Interlocal agreement is to set forth the terms and conditions of agreement between the Town and the County regarding the County’s wastewater treatment services to the Town for wastewater flow from GTI and the fees for these services.

**ARTICLE II
MEASURING, SAMPLING, AND LIMITS OF FLOW**

The County does hereby agree to accept and treat wastewater flow generated by GTI from the Town. The County will maintain a sampling station and flow measuring facility adjacent to the pump station within a utility easement located on GTI property. The County agrees to have the measuring facility calibrated annually, by a third party, at the County’s expense. The County agrees to allow the Town and GTI access to the measuring facility with reasonable notice.

The County has performed an appropriate headworks analysis and provided the analysis to the Town of Clayton. The Town will perform initial sampling for compliance with regulated industrial discharge standards from the NC Department of Environment and Natural Resources and the US Environmental Protection Agency and will issue the revised Industrial User Permit (IUP) to GTI, unless the State requires otherwise.

The County will perform sampling and flow measurement for compliance with the wastewater limits listed hereafter for County wastewater treatment for process control and billing to the Town. Sufficient portions of each sample will be provided to the Town, and if requested, GTI. The Town will be responsible for any supplementary analyses beyond or in lieu of the analysis performed by the County that the Town requires for insuring compliance with the IUP.

Limits for wastewater quality are:

<u>Parameter</u>	<u>Maximum Allowable Concentration</u>	<u>Surcharge Threshold Concentration</u>
Chemical Oxygen Demand (COD)	1,500 mg/l	1,200 mg/l
Biochemical Oxygen Demand (BOD)	800 mg/l	600 mg/l
Total Suspended Solids (TSS)	1,200 mg/l	1,000 mg/l
Total Nitrogen (TN)	80 mg/l	75 mg/l
Total Phosphorous (TP)	12 mg/l	10 mg/l
pH	6-9	N/A

Compliance with limits shall be on a weekly average basis.

Wastewater flow shall be limited to a weekly average daily amount of 900,000 gallons, a peak daily amount of 1,100,000 gallons, and a maximum hour rate of 850 gpm.

If average wastewater flow exceeds 650,000 gpd over a period of 60 consecutive days, or if COD or TSS exceed 80% of the maximum limit for a period of 60 consecutive days, the Town shall

require GTI to install an additional moving bed biological reactor (MBBR) unit and/or other pretreatment process(es) to insure compliance with wastewater quality limits. The Town shall require GTI's pretreatment improvements to be completed and operational within 180 days from the date of written notice issued by the County to the Town.

**ARTICLE III
SERVICE CHARGES**

The County will assess charges to the Town of Clayton at a rate of \$4.75 per 1000 gallons of wastewater flow from GTI. The rate includes a charge of \$0.92 for transmission, \$1.93 for domestic strength flow and \$1.90 for high strength flow. The flow from GTI shall be counted in the 900,000 gpd of capacity the Town currently holds in the County wastewater treatment plant; however, the base treatment charges in this 2014 Interlocal Agreement apply to any wastewater flow from GTI. Any other agreements between the Town and County regarding treatment charges applicable to wastewater flow from the Town to the County are not applicable to the wastewater flow from GTI.

A surcharge for each parameter shall be assessed monthly for quantities of constituents exceeding the threshold limits specified herein. Surcharge amounts are:

COD	\$0.25/lb.
BOD	\$0.05/lb.
TSS	\$0.25/lb.
TN	\$0.30/lb.
TP	\$2.00/lb.

The County shall assess a capital surcharge in the amount of \$12,500.00 per month for recovery of capital expenditures by the County that are required for transportation and treatment of the GTI wastewater. The surcharge shall be assessed for 48 months. After 48 months, the Town shall assess a surcharge to GTI in the amount of \$5,000 per month. The Town shall maintain these payments in a reserve account for expenditures related to the transmission and treatment of GTI wastewater, as agreed upon by the Town and County.

The County will invoice the Town monthly for base charges, any applicable surcharge, and the capital surcharge. The Town shall pay the County the invoiced amounts within 20 days from the date the Town receives the invoice.

Charges shall be reviewed at least annually by the County and adjusted, if required, with 60 days written notice. It is the County's intent to adjust charges only on an annual basis; however, changes in GTI's wastewater quality or characteristics which result in process upsets in the County's wastewater treatment plant or require higher energy, chemical, or labor cost, and/or non-compliance with NPDES permit limits shall be justification for more frequent adjustments in charges.

This agreement does not terminate or supplant any other agreements related to wastewater between the Town and the County, except for the treatment charges as outlined in the paragraph above. Nothing in this agreement requires the Town to send a minimum of wastewater flow to the County; however, it is the intent of both parties that all GTI wastewater will be discharged to the County wastewater system for the term of this agreement.

The amount of the aggregate capital surcharge above the total amount of the County's cost to plan, design, permit, and construct the improvements necessary for the County to transport and treat the GTI wastewater shall be maintained in a reserve account dedicated only for capital improvements in the

County's wastewater system to benefit transport and treatment of the GTI wastewater. The reserve account shall be maintained until the end of the useful life of this agreement and any fund balance remaining thereafter shall be divided equally between the County and the Town.

Any difference between capital surcharges paid to the Town by GTI and the capital surcharge paid to the County by the Town, "surplus funds" hereafter, will be split between the Town and the County as follows. The Town and County will split any surplus funds evenly until one party has recaptured 100% of its expenses related to professional services, which include legal, feasibility, planning, and design expenses and grant administration fees to which both parties agree. Thereafter, the party with remaining unpaid expenses from professional services will receive 100% of any surplus funds until such time as that entity is 100% compensated for professional services expenses. Thereafter, for the remainder of this Interlocal Agreement, the Town and County will split any surplus funds on a 50/50 basis for the purpose of generating maintenance and replacement reserve funds.

ARTICLE IV TERMS OF SERVICE

Maintenance of GTI Facilities. The Town agrees to require GTI to maintain in an operational condition GTI's existing aeration basin and solids separation (dissolved air flotation) facilities for a minimum of 12 months from the date of diversion of GTI wastewater to the County system. The Town agrees to require GTI to immediately return these pretreatment facilities to service at the request of the County.

Commencement of Service. The Town will provide the County no less than 60 days notice from the date GTI plans to discontinue use of the aeration basin and solids separation (dissolved air flotation) pretreatment facilities, and deliver high strength, partially treated industrial wastewater. Transportation and treatment of GTI's pretreated wastewater by the County shall begin on or before January 5, 2015.

Commencement of Charges. Capital surcharges from the County to the Town shall begin in the month following award of construction contracts by the County for improvements required for transport and treatment of GTI wastewater. Service charges and surcharges from the County to the Town shall be applicable upon diversion of GTI wastewater to the County system, and invoicing shall begin in the month following wastewater diversion.

Term of Agreement. This Interlocal Agreement shall be effective for five years following the effective date of the agreement or June 30, 2020, whichever is longer. The agreement will automatically renew in one (1) year increments unless notice is given by either party prior to 60 days from the date of expiration.

Effective Date. This Interlocal Agreement shall take effect on the date of its execution by the Town and County.

ARTICLE 5

MISCELLANEOUS

Section 5.1. **Amendment.** This Interlocal Agreement may be amended through a supplement approved in writing by the Town and the County.

Section 5.2. **Severability.** If any section of this Interlocal Agreement is deemed to be illegal or otherwise unenforceable, it is the intent of the parties hereto that all other provisions of this Interlocal Agreement shall remain in full force and effect.

Section 5.3 **Assignment.** Neither the Town nor the County may assign its rights or obligations under this Agreement, or sub-contract any part of this Agreement, without written approval from the other party.

Section 5.4. **Governing Law.** This Interlocal Agreement is to be governed by and interpreted in accordance with the laws of the State of North Carolina.

Section 5.5. **Time is of the Essence.** Time is of the essence in this Interlocal Agreement.

Section 5.6. **Execution in Multiple Counterparts.** This Interlocal Agreement may be executed in multiple counterparts, each of which constitutes a completed document.

Section 5.9. **Notice.** All notices or other communications required or permitted to be served under the 2014 Interlocal Agreement are to be addressed as follows:

Town: Mr. Steve Biggs
Town Manager
Town of Clayton
PO Box 879
Clayton, NC 27520

County: Mr. Rick Hester
County Manager
Johnston County
PO Box 1049
Smithfield, NC 27577

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Mayor of the Town and the Chairman of the Board of Commissioners of the County have each executed this Interlocal Agreement to evidence the agreement of the parties hereto and the Town Clerk and the Clerk to the Board of County Commissioners have affixed the seal of the Town and the County, as applicable, this Interlocal Agreement.

TOWN OF CLAYTON, NORTH CAROLINA

[SEAL]

By: _____
Mayor

ATTEST:

Nancy Medlin
Deputy Town Clerk

COUNTY OF JOHNSTON, NORTH CAROLINA

[SEAL]

By: _____
Chairman

ATTEST:

Clerk to the Board of County Commissioners

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

Agenda Item: 3f

Meeting Date: 10-6-14

TITLE: Cemetery Fees

DESCRIPTION: Adoption of ordinance establishing the costs for cemetery interments.

RELATED GOAL: Administrative

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
9-15-14	Review, Discussion	Fee Comparison
10-6-14	Adoption (consent)	Ordinance

Town of Clayton
Amendment to the Comprehensive
List of Fees and Charges
Regarding Cemetery Fees

BE IT HEREBY APPROVED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON, NORTH CAROLINA THAT THE FOLLOWING SHALL BE AMENDED TO ITS COMPREHENSIVE LIST OF FEES AND CHARGES:

Cemetery Interments

Standard Interment- Monday thru Saturday: \$900

Standard Interment- Sunday & Holidays¹: \$1,200

Cremain Interment- Monday thru Saturday: \$450

Cremain Interment- Sunday & Holidays²: \$900

Duly adopted this 6th day of October, 2014 while in regular session.

Attest:

Jody McLeod
Mayor

Nancy Medlin
Deputy Town Clerk

¹ Interments can be scheduled for regular Town holidays except on the following no interments will be allowed: Christmas Day, Thanksgiving Day, New Year's Day and Good Friday.

² Same holiday schedule as for Standard Interments.

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

Agenda Item: 6a

Meeting Date: 10-6-14

TITLE: Amendment to cemetery ordinance

DESCRIPTION: Amendment to the ordinance establishing use license as the means of transfer rather than deed. The amendment also includes a provision requiring the removal of funeral home tents within 5 days after a service.

RELATED GOAL: Administrative

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
10-6-14	Adoption	Ordinance

Town of Clayton
Amendment to the Code of Ordinance
Establishing Licensing for Transfer of Cemetery Lots
And Procedural Changes

Ordinance Number 2014-10-02

BE IT HEREBY ORDAINED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON, NORTH CAROLINA THAT THE FOLLOWING AMDNEMENT SHALL BE MADE TO THE CODE OF ORDINANCES:

Amend Chapter 92 to read as follows:

§ 92.01 SALE OF USE LICENSE FOR CEMETERY LOTS.

(A) All persons desiring to purchase a use license for cemetery lots in the town cemeteries shall apply to the Public Works and Utilities Director or their designee who, upon approval and payment of the price fixed for each cemetery lot, shall cause the use license therefor to be executed to the purchaser. Under no condition shall a use license for a cemetery lot be issued to purchaser nor shall an Interment Authorization be issued until the purchase price is paid in full and approval is given by the Public Works and Utilities Director or their designee.

(B) No person who purchases a use license for any cemetery lot in a town cemetery shall thereafter convey or alienate the use license to any other person for a greater consideration than originally paid for the use license. To transfer a use license, the original purchaser must complete a transfer of cemetery lot form. The transfer of cemetery lot form must be approved by the Public Works and Utilities Director or their designee. Further, the transfer of use rights for a cemetery lot shall be complete when (a) a transfer of cemetery lot form is executed by the transferring party and approved by the Public Works and Utilities Director or their designee and (b) a use license for the lot is issued to the transferee by the Public Works and Utilities Director or their designee. Each use license executed shall contain language that the use rights are conveyed subject to this section and any amendments thereto.

(C) All persons desiring to purchase a use license for cemetery lots on an installment basis will be subject to the following: A down payment of not less than \$100 will be required. A contract for purchase of the use license must be executed by the purchaser and the Public Works and Utilities Director or their designee detailing price, term and payment due dates. The terms are to allow for installment payments with payment in full for each cemetery lot to be completed by June 30 regardless of the date the contract for the use license is executed. Any contracts not paid in full by June 30 of the year the contract was executed will be terminated and no refunds will be granted. Hardship cases will be determined by the Town Manager or his designee. As stipulated in division (A) of this section, no burials will take place and no use licenses will be issued until payment in full is made.

(D) The purchase price shall include an amount sufficient for the town to place a basic permanent marker of town specifications at the foot of each occupied cemetery lot for the sole purpose of ensuring all cemetery lots are duly identified. For cemetery lots purchased prior to September 4, 2012, a deposit shall be collected at the time Interment Authorization is requested.

('71 Code, § 5-16) (Ord. passed 4-5-71; Am. Ord. passed 9-6-89; Am. Ord. passed 1-7-91; Am. Ord. passed 10-3-95; Am. Ord. 99-07-01, passed 7-19-99; Am. Ord. 2012-09-03, passed 9-4-12) Penalty, see Sec. 10.99

§ 92.04 MANNER OF OPENING AND CLOSING GRAVES

(B) A standard funeral home tent must be immediately erected over the area of the plant containing the open grave and must be removed within 5 working days.

Duly adopted this 6th day of October 2014 while in regular session.

Attest:

Jody McLeod
Mayor

Nancy Medlin
Deputy Town Clerk

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

Agenda Item: 6b

Meeting Date: 10-6-14

TITLE: Library Board By-law Amendment

DESCRIPTION: Amendment to the By-laws for the Town Library Board establishing responsibilities, membership, and procedural matters.

RELATED GOAL: Administrative

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
9-15-14	Presentation	Draft
10-6-14	Approval	Ordinance

Town of Clayton
Amendment to the Code of Ordinances
Regarding the By-law Structure of the Library Board

BE IT HEREBY DULY ORDAINED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON, NORTH CAROLINA THAT THE FOLLOWING SHALL BE AMENDED AS CHAPTER 32 OF THE CODE OF ORDINANCES:

§ 32.060 ESTABLISHMENT.

(A) *Establishment.* There is hereby established a Library Board of Trustees to be known as the Library Board.

(B) *Purpose.* The Library Board shall serve as an advisory body for the Library Department and the town. The Board shall serve as a liaison between the Library Department, Town Manager, Town Council, and citizens of the community. The Board shall consult with and advise the Library Director, Town Manager, Deputy Town Manager and Town Council in matters affecting library policies, programs, , finances, and related issues.

(C) *Charges.*

(1) Recommend to the Library Director programs, policies, capital projects, library facility changes, and regulations for the operation of the library;

(2) Advise the Town Manager and Deputy Town Manager concerning the appointment of a Library Director ;

(3) The Library Director will receive recommendations from the Board in the preparation of the annual budget of the library. The Library Director will provide an overview of the adopted budget to the Board.; and

(4) Advise the Town administration on library matters generally.

(D) *Members.*

(1) *Appointment.* The Library Board shall consist of ten members appointed by the Town Council. Seven members shall be chosen from within the corporate limits of the town and three from within the extra-territorial jurisdiction (ETJ). Prerequisite for appointment is all members have a library card.

(2) *Ex officio member.* The Town Council shall appoint a member to serve as an ex officio member and will serve concurrently with his term of office. The ex officio member will not have a vote on items coming before the Library Board.

(3) *Length of appointment.* A term for a three year appointment begins January 1 and expires December 31. Appointments that are vacated shall be filled by the Town Council for the completion of the unexpired term.

(4) *Attendance of members.* An appointed member who, with no excuse, misses more than three consecutive regular meetings or a total of four such meetings during the year may

lose his status as a member of the Board until reappointed or replaced by the Town Council. Absences to be excused should be reported to the Chair. Absences due to sickness, deaths or other emergencies of like nature shall be regarded as approved absences and shall not affect the member's status on the Board except in the event of a long illness or other prolonged absence or a total of four misses, when a member may be replaced. Following three consecutive unexcused absences or a total of four excused absences during the year of one of its members, the Chair shall request the Town Council to declare the seat vacant and bring the Library Board back to full membership.

(E) *Meetings.*

(1) As a public body, the Library Board shall hold monthly meetings, and all of its meetings shall be open to the public (G.S. § 143-310).

(a) The meeting schedule is to be adopted before the end of the calendar year and filed with the Town Clerk and posted on the Town of Clayton website. (G.S. § 143-318.12).

(b) If the Board needs to amend its calendar, it must do so at least 48 hours before the meeting.

(2) The election of officers for the ensuing year shall take place at the regular Library Board meeting in January of each year. In the event an officer's appointment to the Library Board is terminated, a replacement to this office shall be elected by the Board from its membership at the meeting following the termination. Officers:

(a) *Chair.* Facilitate the meetings of the Library Board with a published agenda.

(b) *Vice Chair.* In the absence of the Chair, the Vice-Chair will facilitate the meeting of the Library Board with a published agenda.

(c) *Recorder.* Record and transcribe the attendance and the minutes of the official meetings of the Library Board.

(i) In accordance with G.S. § 143-318.10(e), the Library Board shall keep full and accurate minutes of all official meetings.

(ii) Minutes are to include the date, time and place of the meeting, members present and absent, a summary of points discussed, motions of the Board, and adjournment.

(3) Officers shall be elected for one year terms with eligibility for re-election up to three consecutive terms. Mid-year replacement of officers shall serve for the period remaining in that term. New officers shall take office at the first meeting following the regular January meeting.

(4) In collaboration with the State Library of North Carolina, the Library Director shall complete the annual report on library operations (G.S. § 153A-266) to the Town of Clayton and

an annual report to the Department of Cultural Resources as required by G.S. § 125-5. The Library Director will provide an overview of the report to the Board.

(5) Special meetings may be called by the Chair, Vice-Chair, or three or more members of the Board. In accordance with G.S. § 143-318.12, a written notice of the meeting stating its purpose is to be posted on the principal bulletin board or door of its usual meeting room; and mailed, emailed, or delivered to each media or individual requesting notice; and it must be posted on the town website prior to the scheduled meeting time.

(6) A quorum shall consist of a simple majority of the total membership of the Library Board. A quorum of the Library Board shall be in attendance before action of an official nature can be taken.

(F) *Committees.* The Chair shall have the authority, subject to the approval of the Library Board, to appoint such committees as may be deemed desirable to complete the work of the Board. Committees may be composed of Board members, library staff members, and perhaps others. No committee, either standing or special, can be given power to act for the Board; rather the committee investigates a particular matter and makes recommendations to the full Board. Committees will adhere to the open meetings and public records laws as followed by the Board.

(Adopted 10-2-89; Am. adopted 2-4-91; Am. Ord. 2012-12-01, passed 12-3-12; Am. Ord. 2013-03- 01, passed 3-4-13)

Duly adopted this 6th day of October 2014 while in regular session.

Attest:

Jody McLeod
Mayor

Nancy Medlin
Deputy Town Clerk

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

Agenda Item: 7a

Meeting Date: 10-6-14

TITLE: Fire Department Mutual Aid Agreement

DESCRIPTION: Renewal of Mutual Aid Agreement with neighboring departments.

RELATED GOAL: Administrative

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
10-6-14	Approval	Agreement



JOHNSTON COUNTY EMERGENCY SERVICES

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

To: All Fire Chiefs

From: Paul Whitehurst, Fire Marshal *PW*

Date: August 26, 2014

Re: Aid Agreement for Fire Protection

Enclosed with this memo is a copy of the revised aid agreement for departments providing fire protection in Johnston County. The President and Secretary of your Board of Directors or the Mayor and Town Clerk must sign the agreement for it to be valid and accepted by the Department of Insurance. Please send me the original last page of the agreement with signatures. I will make copies of the last page and return to all fire departments for your records. The agreement is set to be effective on November 1, 2014.

Please email or contact me at the office if you have any questions. Thanks.

AID AGREEMENT FOR FIRE PROTECTION

NORTH CAROLINA

JOHNSTON COUNTY

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

Town of Clayton

Mayor

ATTEST:

Clerk

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

Agenda Item: 7b

Meeting Date: 10-6-14

TITLE: Appointment of Town Clerk

DESCRIPTION: As titled

RELATED GOAL: Administrative

ITEM SUMMARY:

<u>Date:</u>	<u>Action:</u>	<u>Info. Provided:</u>
10-6-14	Appointment	None

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

Agenda Item: 8c

Meeting Date: 10/6/14

TITLE:

DESCRIPTION: Calendar of Events

Date:
10-6-14

Action:
N/A

Info. Provided:
Calendar of Events

Calendar of Events

- **Squealin' on the Square & The Clayton Shindig**, October 10-11, 2014 @ 3:00 PM (Friday) to 11:30 PM (Saturday) in Town Square
- **NCLM Annual Conference** – October 12-14, 2014; Greensboro, NC
- **Board of Adjustment Mtg** – Wednesday, October 15 2014 @ 6:00 PM
- **Town Council Mtg** – Monday, October 20, 2014 @ 6:30 PM
- **Boot Camp Youth Rally** – Friday, October 24, 2014 @ 6:30 PM to 7:30PM in Town Square
- **Planning Board Mtg** – Monday, October 27, 2014 @ 6:00 PM
- **Trunk or Treat** – Wednesday, October 29, 2014 @ 5:00 PM to 7:00PM in Town Square
- **Halloween Parade** - Friday, October 31, 2014, 2:30 PM to 4:00 PM, Main Street (Smith to O'Neil).
- **Fall Back: 2014 Daylight Saving Time ends** – Sunday, November 2, 2014, at 2AM
- **Town Council Mtg** – Monday, November 3, 2014 @ 6:30 PM
- **Veterans Day Holiday** – Tuesday, November 11, 2014
- **Town Council Mtg** – Monday, November 17, 2014 @ 6:30 PM
- **Board of Adjustment Mtg** – Wednesday, November 19, 2014 @ 6:00 PM
- **Planning Board Mtg** – Monday, November 24, 2014
- **Thanksgiving Day Holiday** – Thursday, November 27, 2014 & Friday, November 28, 2014
- **Town Council Mtg** – Monday, December 1, 2014 @ 6:30 PM
- **Christmas Village & Tree Lighting** – Thursday, December 4, 2014 from 5:00 PM to 9:00 PM on Main
- **Santa Baby Old Town Clayton Winter Festival** Saturday, December 6th @9:00AM to 3:00PM – race through downtown, events at Town Square
- **Town Council Mtg** – Monday, December 15, 2014 @ 6:30 PM
- **Board of Adjustment Mtg** – Wednesday, December 17, 2104 @ 6:00 PM
- **Community Christmas Eve Service** – Wednesday, December 24, 2014 @5:30PM in Town Square
- **Christmas Holiday** – Wednesday, December 24, 2014; Thursday, December 25, 2014; & Friday, December 26, 2014