**Town of Clayton**
**Regular Town Council Meeting Agenda**
**Monday, September 20, 2021 @ 6:00 PM**
**Council Chambers**

THE PUBLIC MAY VIEW THE LIVE COUNCIL MEETING ON THE TOWN'S YOU TUBE CHANNEL:
https://www.youtube.com/channel/UCwz_EIU1ENyy7BkFsqmWYzQ

**BELOW PLEASE FIND ADDITIONAL INFORMATION REGARDING PROCEDURES FOR IN-PERSON MEETINGS:**

- **ALL persons attending must wear a mask.**
- **We will be following proper social distancing at all times.**
- **All council/board members will be socially distanced in the council chambers and wearing face masks.***
- **All staff and visitors will be socially distanced while within the council chambers. Face masks will be worn.***
- **Hand sanitizer will be available, both in the lobby and council chambers.**
- **Podium/microphone will be sanitized after each speaker.**

***Masks may be lowered when speaking.***

## 1. CALL TO ORDER

Pledge of Allegiance and Invocation

## 2. ADJUSTMENT OF THE AGENDA

## 3. CONSENT AGENDA

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

a. Draft Minutes
- September 7, 2021 - Regular Meeting
- September 7, 2021 - Closed Session

September 7 2021 DRAFT Minutes

b. SRF Funding Application - Re-Adoption of CIP & Resolution
Cover
FY 2021-2022 Water Sewer Fund CIP
Resolution #2021-40

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

## 4. ADMINISTRATIVE ITEMS

a. Recommendations for Appointments to Planning Board
*Presenter:* Kimberly Moffett, Town Clerk
- Kevin Lee - In Town
- Jeffrey Spence - ETJ

Cover
Applications

**POTENTIAL ACTION:** Appointment of Planning Board Members

## 5. INTRODUCTIONS AND SPECIAL PRESENTATIONS

a. New Employee Introductions
*Presenters:* Joshua Baird - Town Engineer; Shaun Mizzell - Contract & Procurement Manager; Ann Game - Customer Service Director and James Blalock - Water Resources Utilities Maintenance Superintendent
- Shannon Poole - Construction Project Manager
- Jonathan Jacobs - Asst. Town Engineer
- Karen Malcolm - Procurement Analyst
- Annette Williamson - Customer Service Specialist
- Jake Kyer - Utility Maintenance Mechanic 2

b. Employee Recognition - C-Distribution Exam
*Presenter:* James Blalock, Water Resources Maintenance Superintendent
- Christian Holder - Utility Maintenance Mechanic

## 6. PUBLIC HEARINGS

## 7. OLD BUSINESS

a. WiFi Hot Spot & Laptop Loan Policy
*Presenter:* Joy Garretson, Library Director
Cover
Policy
Resolution
Ordinance

**POTENTIAL ACTION:** Adoption of Resolution #2021-41 (Policy)

**POTENTIAL ACTION:** Adoption of Ordinance #2021-09-05 (Fees & Charges)

b. Discussion Regarding Employee COVID Leave
*Presenter:* Rich Cappola, Interim Town Manager

## 8. NEW BUSINESS

## 9. STAFF REPORTS

a. Town Manager

b. Town Attorney

c. Town Clerk

d. Other Staff

## 10. OTHER BUSINESS

a. Informal Discussion & Public Comment

b. Council Comments

## 11. ADJOURNMENT

a. **Adjourn the Meeting**

**POTENTIAL ACTION:** **Motion to Adjourn**

Quasi-Judicial (evidentiary) – These hearings are different from other public hearings in that they resemble a court hearing where testimony is presented and the Town Council acts like a court of law. During evidentiary hearings, the Town Council receives only sworn testimony and other credible evidence. In addition, the Town Council must make findings of fact based upon the evidence presented. Citizens may give testimony in an evidentiary hearing after they have taken an oath.

**Town of Clayton**
**Regular Town Council Meeting Minutes**
**Tuesday, September 7, 2021 @ 6:00 PM**
**Council Chambers**

**COUNCIL PRESENT:**
Mayor McLeod *
Mayor Pro Tem Thompson
Council Member Holder
Council Member Grannis
Council Member Bunn
Council Member Everett
*Arrived at 6:45 p.m.

**STAFF PRESENT:**
Rich Cappola, Interim Town Manager
Lee Barbee, Interim D/Town Manager & Fire Chief
Dolores Gill, D/Town Manager
Jim Cauley, Town Attorney
Kimberly Moffett, Town Clerk
Joy Garretson, Library Director
Joe Pitt, Fleet Services Superintendent
Matt Lorion, P& R Superintendent
Greg Tart, Police Chief
Ben Howell, Planning Director
Jeff Caines, Senior Planner

**COUNCIL ABSENT:**

## 1 CALL TO ORDER

Pledge of Allegiance and Invocation

a) Mayor Pro Tem Thompson called the meeting to order at 6:02 p.m. and led everyone in the Pledge of Allegiance as well as offering the Invocation.

## 2 ADJUSTMENT OF THE AGENDA

a) It was requested that Items 6e and 6f order be reversed. Item 6f, Annexation, will be heard prior to 6e, Rezoning for Johnston Prep Charter HS.

## 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
- August 16, 2021

b) Utility Relocation Agreement - Shotwell @ US 70

c) Resolution for Retirement of K-9 Abel

d) Warranty Acceptance
- The Villages at Little Creek, Phase 2
- RWAC, Badger Pass Phase 7A & 7B, Street & ROW Warranty

e) Big Read Proclamation

f) Constitution Week Proclamation

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

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

## 4 ADMINISTRATIVE ITEMS

## 5 INTRODUCTIONS AND SPECIAL PRESENTATIONS

a) Presentation of Big Read Proclamation
*Presented To:* Joy Garretson - Library Director, Members of Friends of the Library and Members of Library Advisory Board

Ms. Garretson offered appreciation and thanks to the numerous folks in attendance this evening to support the Big Read. Mayor Pro Tem Thompson read the Proclamation and presented it to the group.

b) Presentation of Constitution Week Proclamation
*Presented To:* Cynthia Lescault - Constitution Week Chair, National Society Daughters of the American Revolution

Ms. Kirby and Ms. Lescault were present and offered their thanks to the council. An invitation was extended to attend the Bells Across America which will be held Friday - September 10, 2021 at the Johnston County Court House. Mayor Pro Tem Thompson read the Proclamation and presented it to Ms. Lescault and Ms. Kirby on behalf on council.

c) Employee Introductions
*Presenters:* Joe Pitt - Fleet Services Superintendent; Matt Lorion - Parks & Recreation Superintendent; Greg Tart - Police Chief; Rich Cappola - Interim Town Manager and Lee Barbee - Fire Chief/Interim Deputy Town Manager

- Hunter Johnson - Fleet Maintenance Mechanic
- Lauren Lambert - Marketing & Events Coordinator
- Kelly Young - Recreation Support Specialist
- Vernon Hanchey - Police Officer
- Patrick Crocitto - Police Officer
- Dylan Simpson - Police Officer
- Jeffery Demarest - Police Officer
- Kenya Wall - HR Director
- Ben Howell - Planning Director

Mr. Pitt introduced Hunter Johnson. He has done a great job so far. Mr. Johnston stated he appreciated the opportunity and looked forward to many years with the town.

Mr. Barnard introduced both Kelly Young and Lauren Lambert. Kelly is serving as the administrative assistant and stated she was happy to be here. Lauren has filled the role of special events and marketing. Ms. Garretson stated Lauren is also assisting with marketing for the library. Ms. Lambert stated she was happy for the opportunity and looked forward to a long career with the Town of Clayton.

Chief Tart introduced two of our newest Police Officers; Officer Hanchey and Officer Demarest. Officers Hanchey and Demarest offered their thanks and appreciation.

Mr. Cappola introduced Ms. Kenya Walls who is serving as the town's new HR Director. She has 16 years' experience and most recently served with the NC Wildlife Resources. Ms. Walls stated she was very happy to be part of the team.

Chief Barbee introduced Mr. Howell as the town's new Planning Director. He has 9 years' experience with the Town of Morrisville in long range planning and was previous president of the North Carolina Planning Association. Mr. Howell offered his thanks and stated he looked forward to being part of the team.

Council welcomed everyone to the town.

d) Life Saving Award - Police Officer Ashton Anderson
*Presenter:* Greg Tart, Police Chief

Chief Tart presented a Life Saving Award to Officer Anderson. Officer Anderson was recently on a call and was able to administer Narcan and able to save the life of a resident. Officer Anderson received a standing ovation. Council offered their thanks.

e) Introduction of Two New Police Canines
*Presenter:* Greg Tart, Police Chief
- Tim
- Titan

f) Presentation of Retirement Resolution
*Presented To*: Greg Tart - Police Chief & Jamie Brantley - Police Officer
- Police Canine - Abel

## 6 PUBLIC HEARINGS

a) 2020-103-PDD - Lumen - Rezoning
*Presenter:* Planning Department

Mr. Caines, Senior Planner, requested that Items 6a, 6b & 6c be continued to October 4, 2021.

**ACTION:** Continued to October 4, 2021

Motion: Council Member Bunn

**Second:** Council Member Everett
**Vote:** Unanimous

**b)** 2020-104-SD - Lumen
*Presenter:* Planning Department

**ACTION:** Continued to October 4, 2021

**Motion:** Council Member Bunn
**Second:** Council Member Everett
**Vote:** Unanimous

**c)** Economic Development Incentive Agreement - Lumen
*Presenter:* Planning Department

**ACTION:** Continued to October 4, 2021

**Motion:** Council Member Bunn
**Second:** Council Member Everett
**Vote:** Unanimous

**d)** 2020-97-RZ - Champion East - Rezoning
*Presenter:* Planning Department

Mr. Caines presented this item and stated request is to rezone 1.853 acres located at 310 Champion Street from Office-Institutional (O-I) and Single Family Residential (R-8) to Single Family Residential (R-6). Current use is vacant. He stated the proposed rezoning is consistent with Comprehensive Plan designation of high-density residential and community center. He stated that high density includes all housing types and, in some instances, provides for a transition between lower density residential and commercial use. He further stated this property is located near a major transportation corridor of US 70 Business. The applicant has submitted a subdivision and a special use permit application to allow for higher density units. This request is also consisted with the Future Land Use Plan.

Both staff and Planning Board recommend approval of the proposed rezoning.

Mr. Donnie Adams, applicant, was present and stated he was happy to answer any questions regarding the request.

Council Member Grannis asked for clarification regarding response to question about allowed uses. Mr. Adams provided same.

With no one further wishing to speak, the public hearing was closed at 6:41 and turned over to council for their deliberation.

**ACTION:** Adoption of Ordinance #2021-09-01

**Motion:** Council Member Bunn
**Second:** Council Member Holder

Vote: Unanimous

e) 2021-72-ANX - Johnston Prep Charter HS - Annexation
*Presenter:* Planning Department

Mayor Pro Tem Thompson and Council Member Everett both recused themselves from this Item as well as Item 6f.

Mr. Caines was present and stated applicant was requesting annexation of property located at west side of US Highway 70 business, south of downtown Clayton. Property size is approximately 38.5 acres.

Mr. Caines stated applicant was present if there were any questions.

Attorney for applicant was present and introduced others who were also present. He shared details regarding the requested rezoning. He stated future plan is to build a high school on this location. He stated they would be requiring town services.

Mr. Michael Smith, who is a resident was present and shared his concerns regarding the use of the property and safety for a school. His concern was the entrance/exit and should there be an emergency at the location. He also shared his concerns about noise level.

Mr. Johnston, applicant, was present. He addressed the safety issues raised by citizen. He stated goal would be to provide a secondary access for any type of emergency. He further stated the primary access does have three lanes.

With there being nothing further, the hearing was closed and turned over to council for their deliberation.

**ACTION:** Adoption of Ordinance #2021-09-03

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

f) 2021-71-RZ - Johnston Prep Charter HS - Rezoning
*Presenter:* Planning Department

Mr. Caines shared details and stated request is to rezone from Residential Estate (R-E) and Highway Business (B-3) to Office-Institutional (O-I). It was stated current use is farm use. Mr. Caines reminded this is strictly a rezoning and not to hear about any proposed project.

Both staff and Planning Board recommend approval of the rezoning request.

Applicant attorney was present and stated he was present for any questions or concerns. He stated a site plan would be submitted shortly.

With there being nothing further, the item was turned over to council for their deliberation.

**ACTION:** Adoption of Ordinance #2021-09-02

Motion: Council Member Bunn
Second: Council Member Grannis
Vote: Unanimous

g) 2021-96-OA - Text Amendment - Reduced Downtown Parking Requirements
*Presenter:* Planning Department

Mr. Caines was present and shared history/information about this item.

On August 23, 2021 the Planning Board heard the proposed text amendment which included a 50% reduction to parking requirements for downtown. Planning Board recommended approval of this amendment.

A citizen committee meeting will be held on September 14, 2021.

This was noted as a public hearing and there was no one who wished to speak. Item was turned over to council for their deliberation.

Council Member Bunn stated would like to have language amended to eliminate any off-street parking requirements for non-residential development.

**ACTION:** Adoption of Ordinance #2021-09-04 with changes as noted

Motion: Council Member Bunn
Second: Council Member Grannis
Vote: Unanimous

## 7 OLD BUSINESS

a) Amend Design-Build Contract - WWTF
*Presenter:* Rich Cappola, Interim Town Manager

Mr. Duffie was present and provided additional information regarding the New Neuse River WRF and associated conveyance. He shared details regarding team make up to include Gannett Fleming, Withers Ravenel, and McKim & Creed. Also shared details regarding financial team. Mr. Adam Sharpe shared details about increased program costs. He stated pandemic has had a significant impact on construction cost to include reduced production due to worker health concerns & issues and delayed recovery. Additionally, the transportation /delivery industry has been impacted. He shared details about the funding package. Also shared were project cost comparisons of other WWTP projects. Spoke about measures to mitigate cost increase.

Contract Amendment #1 would move 60% GMP to 90% GMP this will allow flexibility in the contract for additional early procurement as a measure to

mitigate cost increases and ability to manage schedule due to long lead times on several critical items. This amendment would pay 100% of design service costs in Phase 1. Additionally, it moves substantial completion date to November 1, 2024.

Council Member Bunn asked about pushing back schedule to 2024. Mr. Cappola stated staff has reached out to Raleigh and we hope to have an agreement to bring back to council sometime in October. He stated that Johnston County is willing to work with us as well. Council Member Holder asked about new estimate. It was stated that would be available most likely by the end of October. Council Member Holder shared his concerns about the proposed changes and costs. It was stated the construction business is driving these uncertain times. Mr. Cappola stated we are trying to be conservative with estimates and doing all we can to mitigate risks. Council Member Holder again stated he was deeply concerned about the unknown. There was brief discussion regarding suppliers and demand. Council Member Grannis asked about percentage of materials coming from offshore. It was stated very little, if anything, most likely less than 5%. Council Member Grannis asked about the negative outcome that would cause cost to go over $175,000,000. Mr. Sharpe stated it would be cost escalation. He stated the best opportunity is to manage schedule. It was asked if others had used this method. Mr. Sharpe stated he has numerous clients that were and were getting certainty with locking in prices with materials. There was brief discussion regarding possibility of a 30-day lock in on pricing. Council Member Holder asked if prices could be negotiated within the next two weeks for lower pricing if prices were reduced. It was stated it may be possible, we would have to wait for bids to come in. It was stated there could be no guarantees made at this time, it is a very difficult market right now.

Mayor McLeod offered his appreciation for all the hard work and stated he certainly understands the issues with product demands and costs. This is being seen everywhere. He stated there are so many variables involved. He stated he felt we were in the best possible position we could be in and agreed he was also concerned about the pricing. He stated this presentation was very informative allowed us to help share this information with the public.

**ACTION:** Authorize Staff to Execute Amendment

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

b) Interlocal Agreement - Fire Protection
*Presenter:* Lee Barbee, Fire Chief

Chief Barbee shared details about the agreement. He stated the County would like to have this agreement signed. This is for the Claytex area. We have been providing additional rescue services since the early 2000's and have only received funding for the past couple of years. He stated the cost to respond today is different than what it was previously. We are only department that provides additional rescue services. Mayor Pro Tem Thompson stated he felt it

was important to note that we are the only department providing these services and there is a cost for providing these services. He stated there is a bigger conversation that needs to take place with elected officials regarding these services and costs.

**ACTION:** Authorize Staff to Execute Agreement

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

**8 NEW BUSINESS**

**9 STAFF REPORTS**

a) Town Manager

b) Town Attorney

c) Town Clerk

d) Other Staff

Chief Barbee shared information that he had recently received commendations from the public regarding several of our staff to include Travis Rose, Rod Harrison, Travis Jessup, and Met Woodall. He also stated he had received an email thanking our firefighters who recently assisted a citizen with his smoke alarm.

Chief Barbee reminded there would a Tolling of Bells Remembrance Service for 9-11 held at Station One at 8:30 a.m. on Saturday, September 11, 2021. Additionally, he stated Civitan is sponsoring a First Responder Appreciation Luncheon from 11:00 - 3:00.

Chief Barbee shared that the Clayton Fire Department would proudly be reciprocating and assisting with fire services in Pender County later this week, as they recently experienced the loss of 3 firefighters due to COVID.

**10 OTHER BUSINESS**

a) Informal Discussion & Public Comment

b) Council Comments

Mr. Holder requested that council be provided with information regarding fund balance vs. requirement to include surplus. Mr. Cappola stated he would reach out to Mr. McKie to obtain this information.

**11 CLOSED SESSION**

a) Closed Session Pursuant to NCGS 143.318.11.(a)(4)

Council went into Closed Session at 8:27 p.m.

**ACTION:** Motion to Go into Closed Session Pursuant to NCGS 143.318.11.(a)(4)

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

## 12 ADJOURNMENT

a) Adjourn the Meeting

With there being nothing further, the meeting was adjourned at 9:02 p.m.

**ACTION:** Motion to Adjourn

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

Duly adopted this the 20th day of September 2021 while in regular session.

Jody L. McLeod
Mayor

ATTEST:

Kimberly A. Moffett, CMC, NCCMC
Town Clerk

# Town Council Agenda Cover Sheet

**Meeting Date**
September 20, 2021

**Agenda Location**
Consent Agenda

**Item Title**

Re-adoption of CWSRF Resolution and Updated CIP

**Presenter**
Joshua Baird – Engineering Director

**Summary/Description**
Staff propose to re-adopt the Clean Water State Revolving Fund resolution to include ECIA improvements such that staff can utilize SRF funds on all aspects of the New Neuse WRF program. Furthermore, the ECIA portion must be broken out separately in the Town's CIP and the CIP needs to be updated with the most current projected costs for New Neuse WRF. Upon approval, staff will be able to re-submit for Fall cycle SRF and use funds towards the ECIA improvement portion of the program.

**Requested Action**
Approval

**Funding Source (If Applicable):**
**N/A**

**Cost:** **N/A** **Yes** ☐ **No** ☐

**Additional Documents to be Included in Agenda Packet**
Updated Resolution
Updated Water and Sewer Fund CIP

**Meeting Timeline**
Click or tap here to enter text.

# TOWN OF CLAYTON
# CAPITAL IMPROVEMENT PLAN
# WATER & SEWER FUND

| Dept. | Project No. | Project Name | FY 2021 | FY 2022 | FY 2023 | FY 2024 | FY 2025 | FY 2026 | FY 27-31 | Total |
|---|---|---|---|---|---|---|---|---|---|---|
| W&S | WS-18-01 | AMR/AMI Meter System - Fully Funded | $ 1,562,500 | $ - | $ - | $ - | $ - | $ - | $ - | $ 1,562,500 |
| W&S | WS-18-03 | W&S Project (South O'Neil - Blanche to Horne) | - | 700,000 | - | - | - | - | - | $ 700,000 |
| W&S | WS-18-04 | W&S Project (Blanche-Fayetteville to Ellington) | - | 546,875 | - | - | - | - | - | $ 546,875 |
| W&S | WS-19-02 | Water Project (70 Bus W - Olde Town to Rose) | - | - | - | 37,500 | 281,250 | - | - | $ 318,750 |
| W&S | WS-19-04 | Water System Capacity Purchases | 1,500,000 | 2,000,000 | 2,000,000 | 2,000,000 | 2,000,000 | 2,000,000 | 10,000,000 | $ 21,500,000 |
| W&S | WS-VRP | W&S Vehicle Replacement Plan | 62,000 | 123,000 | - | 119,000 | 57,000 | - | 300,000 | $ 661,000 |
| W&S | WS-19-07 | New Street Improvements Projects | - | 500,000 | 500,000 | 500,000 | 500,000 | 500,000 | 2,500,000 | $ 5,000,000 |
| W&S | WS-19-11 | Regency Drive W&S Rehab | - | - | 187,500 | 625,000 | - | - | - | $ 812,500 |
| W&S | WS-19-13 | Neuse River Water Reclamation Facility | 3,690,391 | 50,000,000 | 50,000,000 | 46,309,609 | - | - | - | $ 150,000,000 |
| W&S | WS-19-14 | East Clayton Industrial Area to NRWRF | 768,131 | 10,000,000 | 10,000,000 | 4,231,869 | - | - | - | $ 25,000,000 |
| W&S | WS-19-15 | Little Creek Outfall Line NC 42 Highway-Fully Funded | 1,928,750 | - | - | - | - | - | - | $ 1,928,750 |
| W&S | WS-19-16 | Manhole Rehab Project | 83,250 | 112,500 | 112,500 | 112,500 | 112,500 | 112,500 | 562,500 | $ 1,208,250 |
| W&S | WS-19-19 | Sewer System Capacity Purchases | 169,500 | 169,500 | 169,500 | 169,500 | 169,500 | 169,500 | 169,500 | $ 1,186,500 |
| W&S | WS-19-21 | Operations Facility & Needs Study - 30% | 4,155 | 18,750 | 1,687,500 | 4,500,000 | 4,500,000 | - | - | $ 10,710,405 |
| W&S | WS-20-02 | Water & Sewer Master Plan | - | 100,000 | - | - | - | - | 150,000 | $ 250,000 |
| W&S | WS-20-03 | Water System Model | 25,000 | 62,500 | 62,500 | 62,500 | 62,500 | 62,500 | - | $ 337,500 |
| W&S | WS-20-05 | First St Parking | - | 62,500 | - | - | - | - | - | $ 62,500 |
| W&S | WS-20-09 | Hamby Line Replacement (825 Linear Feet) | - | - | - | - | - | - | 437,500 | $ 437,500 |
| W&S | WS-20-10 | Water Sewer Future Line Replacements | - | 400,000 | 250,000 | 250,000 | 250,000 | 250,000 | 1,250,000 | $ 2,650,000 |
| W&S | WS-20-12 | Lombard: Second St to Little Creek Outfall | - | - | - | 262,500 | 206,250 | - | - | $ 468,750 |
| W&S | WS-20-13 | Peele Subdivision Main Replacement | - | - | 906,250 | - | - | - | - | $ 906,250 |
| W&S | WS-20-14 | Walnut Creek Gravity Sewer Lift Station Abandonment | - | - | 5,688,875 | - | - | - | - | $ 5,688,875 |
| W&S | WS-20-15 | Inflow and Infiltration Analysis | - | - | 187,500 | - | - | - | - | $ 187,500 |
| W&S | WS-20-17 | Rollingwood Sewer Service Rehab | - | - | 25,000 | 250,000 | - | - | - | $ 275,000 |
| W&S | WS-20-18 | Future Lift Station Rehab/Upgrade | 200,000 | - | 343,750 | - | - | - | 1,170,625 | $ 1,714,375 |
| W&S | WS-20-20 | Additional Portable CD103 Godwin Pump and Hose | 87,500 | - | - | - | - | - | - | $ 87,500 |
| W&S | WS-20-21 | W. Main and Liberty W&S Improvments | 75,000 | - | 1,325,000 | - | - | - | - | $ 1,400,000 |
| W&S | WS-20-26 | Interconnect Water Meter Relocation | - | - | 62,500 | - | - | - | - | $ 62,500 |
| W&S | WS-20-27 | Bulk Water Filling Station | 12,500 | 125,000 | - | - | - | - | - | $ 137,500 |
| W&S | WS-20-30 | Truck #84-2007 International Dump Truck Replacement | 154,000 | - | - | - | - | - | - | $ 154,000 |
| W&S | WS-20-31 | FS #2 Elevated Tank Riser Floor | - | - | - | - | - | - | 500,000 | $ 500,000 |
| W&S | WS-20-32 | Elevated Storage Improvements Project | - | 3,281,250 | - | - | - | - | - | $ 3,281,250 |
| W&S | WS-20-34 | Starmount PS Abandonemnt & Sewer Line Rehab | - | - | 150,000 | 500,000 | - | - | - | $ 650,000 |
| W&S | WS-20-35 | Water Sewer Project (Clayton Estates) | - | - | - | - | - | - | 2,125,000 | $ 2,125,000 |
| W&S | WS-20-36 | 5MGD Surface Water Treatment Plant | - | - | - | - | - | - | 68,750,000 | $ 68,750,000 |
| W&S | WS-20-37 | Arbors Lift Station Abandonment | - | - | - | 375,000 | - | - | - | $ 375,000 |
| W&S | WS-20-39 | Walmart Lift Station Abandonment | - | - | 250,000 | 1,750,000 | - | - | - | $ 2,000,000 |
| W&S | WS-21-01 | Vehicle #86 - 2015 Freightliner Vactor Renew Repurchase Agre | 432,691 | - | - | - | - | - | 445,000 | $ 877,691 |
| W&S | WS-21-02 | Vehicle #74 - 2007 Sterling Sewer Vac Truck Replacement - Rep | 432,691 | - | - | - | - | - | 445,000 | $ 877,691 |
| W&S | WS-21-04 | Main St Repair and Redirection Phase 1 | 20,000 | - | 250,000 | 2,500,000 | - | - | - | $ 2,770,000 |
| W&S | WS-21-05 | Main St Repair and Redirection Phase 2 | - | - | 187,500 | 2,562,500 | - | - | - | $ 2,750,000 |
| W&S | WS-21-06 | Main St Repair and Redirection Phase 3 | - | - | - | 187,500 | 2,562,500 | - | - | $ 2,750,000 |
| W&S | WS-21-07 | Main St Repair and Redirection Phase 4 | - | - | - | - | 187,500 | 1,937,500 | - | $ 2,125,000 |
| W&S | WS-21-08 | City Rd PS Abandonment & Waterline | 70,000 | - | 1,125,000 | - | - | - | - | $ 1,195,000 |
| W&S | WS-22-01 | NC42/Ranch Rd Waterline Extension | - | - | 500,000 | - | - | - | - | $ 500,000 |
| W&S | WS-22-02 | CAT Tank Conversion | - | 562,500 | - | - | - | - | - | $ 562,500 |
| W&S | WS-22-03 | Forest Hills Pump Station | - | - | 3,375,000 | - | - | - | - | $ 3,375,000 |
| W&S | WS-22-05 | CAT 289D w/MP Bucket & Brush cutter | - | 110,000 | - | - | - | - | - | $ 110,000 |
| W&S | WS-22-06 | CAT 304E2 Excavator w/hydraulic coupler & thumb | - | 90,000 | - | - | - | - | - | $ 90,000 |
| W&S | WS-22-07 | Lumen Infrastructure Contribution (Storage Tank) | - | 150,000 | 2,812,500 | - | - | - | - | $ 2,962,500 |
| W&S | WS-22-08 | NC-42W Wastewater Transmission | - | 150,000 | 2,812,500 | - | - | - | - | $ 2,962,500 |
| | | **Total Cost** | **$ 11,278,059** | **$ 69,264,375** | **$ 84,970,875** | **$ 67,304,978** | **$ 10,889,000** | **$ 5,032,000** | **$ 88,805,125** | **$ 337,544,412** |
| | | **Funding Projection** | | | | | | | | |
| | | Grants | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| | | Pay Go | 4,391,655 | 9,264,375 | 17,594,500 | 12,263,500 | 6,389,000 | 5,032,000 | 17,040,125 | $ 71,975,155 |
| | | Financing - Bonds/Installment Debt | 6,886,404 | 60,000,000 | 67,376,375 | 55,041,478 | 4,500,000 | - | 71,765,000 | $ 265,569,257 |
| | | **Total** | **$ 11,278,059** | **$ 69,264,375** | **$ 84,970,875** | **$ 67,304,978** | **$ 10,889,000** | **$ 5,032,000** | **$ 88,805,125** | **$ 337,544,412** |

Resolution # 2021-40

# RESOLUTION BY GOVERNING BODY OF APPLICANT

**WHEREAS,** The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of (state whether a wastewater treatment works, wastewater collection system, stream restoration, stormwater treatment, drinking water treatment works, and/or drinking water distribution system or other "green" project), and

**WHEREAS**, The Town of Clayton has need for and intends to construct a wastewater treatment project described as the Water Reclamation Facility Expansion Project and East Clayton Industrial Area Pump Station and Force main Improvements, and

**WHEREAS,** The Town of Clayton intends to request state loan assistance for the project,

**NOW THEREFORE BE IT RESOLVED, BY THE TOWN COUNCIL OF THE TOWN OF CLAYTON;**

That the Town of Clayton, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan award.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the Town of Clayton to make scheduled repayment of the loan, to withhold from the Town of Clayton any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That Mayor, Jody McLeod, and Town Manager, Rich Cappola, the **Authorized Officials**, and successors so titled, are hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan to aid in the construction of the project described above.

That the **Authorized Officials**, and successors so titled, are hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

That this resolution further serves as adoption of the **Applicants** 10-year Capital Improvement Plan that includes the project seeking State or Federal funding.

Duly adopted this the 20th day of September 2021 while in regular session.

_____

Jody McLeod, Mayor

ATTEST:

_____

Kimberly A. Moffett, CMC, NCCMC
Town Clerk

## CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Town Clerk of the Town of Clayton does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Town Council duly held on the _____ day of September, 2021 and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of September, 2021.

_____
Kimberly A. Moffett, CMC, NCCMC
Town Clerk

# Town Council Agenda Cover Sheet

**Meeting Date**
September 20, 2021

**Agenda Location**
Administrative

**Item Title**
Planning Board Appointment Recommendations

**Presenter**
Kimberly Moffett, Town Clerk

**Summary/Description**
The Planning Board had a total of 3 current vacancies, 2 ETJ positions and 1 in-town. Only two positions will be filled at this time (1 ETJ and 1 In-Town). These two positions will both fill unexpired terms. The vacancies were advertised, applications were received and interviews conducted by staff and board chair. The recommendation for appointment to the Planning Board presented for consideration are as follow:

| Name | Board Position # | Term Expiration |
|---|---|---|
| Jeffrey Spence (ETJ) | PB2 | 12/31/2023 |
| Kevin Lee (In-Town) | PB6 | 12/31/2021 |

**Requested Action**
Approval/Denial

**Funding Source (If Applicable):**
**N/A**

**Cost:** **N/A** **Yes** ☐ **No** ☒

**Additional Documents to be Included in Agenda Packet**
Applications

**Meeting Timeline**
Click or tap here to enter text.

Clerk's Office Use
Date Rec'd: 8.3.2021
Town (ETJ): ETJ

# ADVISORY BOARD CANDIDATE APPLICATION

The Town of Clayton welcomes and appreciates your interest in serving the Town. This application is designed to gather information to evaluate your qualifications. Candidates may be interviewed prior to appointment.

If requesting consideration for more than one board, please submit a separate application for each board.

**CHOOSE ONE:**

☑ Planning Board
☐ Library Advisory Board
☐ Downtown Development Association Advisory Board
☐ Fire Advisory Board
☐ Recreation Advisory Board
☐ Public Art Advisory Board
☐ Board of Adjustment

***PLEASE NOTE***: In accordance with North Carolina law, this application is a public record and will be disclosed upon request without notice. If there is any information you do not want released to the public, please do not include it.

Please type or print using dark ink.

Name: JEFFREY R. SPENCE
Mailing Address: 1500 N O'NEIL ST. EXT. CLAYTON, NC 27520
Physical HOME Address: SAME AS ABOVE
Phone Number (HOME): _____ (WORK) _____
FAX Number: _____ Mobile Number: 919-902-1281
Email Address: jrspence1963@gmail.com

☐ Female* ☑ Male*

Employer: North Carolina Department of Transporation
Occupation: Signal Design Engineer

**This information is voluntary and is requested for the sole purpose of assuring that a cross section of the community is appointed; NCGS 143-157.1*

Residency within the Town limits or ETJ (extra territorial jurisdiction) is required for membership on ***most*** Council advisory boards.

Length of residence in Clayton: 50 YEARS

Do you live in Clayton Corporate Limits: ☐ Yes ☐ No ETJ: ☑ Yes ☐ No

How did you find out about this board?

☐ Facebook ☐ Website ☐ Newspaper ☐ Twitter

☐ TV ☑ Friend ☐ Email ☐ Other

Outline your qualifications and why you wish to serve on the board you indicated:
My Father had a business in Clayton for 35 years (Clayton Food Town) I have lived here all my life. I have the town of Clayton's best Interest in mind. Just want to serve the people of Clayton.

State why you believe you would be an asset to this board:
I belive growing up here and my Transportation background would benefit the people of Clayton. Because with growth comes Traffic. I would have insite in that aspect.

Do you anticipate a conflict of interest if asked to serve as a member of the requested board:

☑ No ☐ Yes *If Yes, please explain:*

Please list any current or previous service to the community, civic organizations, activities and any special talents:

| Boards/Civic Organization/Talents | From | To |
|---|---|---|
| | | |
| | | |
| | | |

***Signature*** ***Date***

- Please do not submit resumes or attachments.
- This application is a PUBLIC RECORD.
- Information contained in the application will be considered when making appointments.
- Candidates may be interviewed prior to appointment.
- If not initially appointed to serve, applications will remain active for one year from date of receipt.

Applications should be submitted to the Town Clerk in person at 111 East Second Street, by mail at Town of Clayton, PO Box 879, Clayton, NC 27528 or via email at kmoffett@townofclaytonnc.org

Clerk's Office Use
Date Rec'd: 7.12.21
Town/ETJ: In-Town

# ADVISORY BOARD CANDIDATE APPLICATION

The Town of Clayton welcomes and appreciates your interest in serving the Town. This application is designed to gather information to evaluate your qualifications. Candidates may be interviewed prior to appointment.

If requesting consideration for more than one board, please submit a separate application for each board.

**CHOOSE ONE:**

- ☒ Planning Board
- ☐ Library Advisory Board
- ☐ Downtown Development Association Advisory Board
- ☐ Fire Advisory Board
- ☐ Recreation Advisory Board
- ☐ Public Art Advisory Board
- ☐ Board of Adjustment

***PLEASE NOTE***: In accordance with North Carolina law, this application is a public record and will be disclosed upon request without notice. If there is any information you do not want released to the public, please do not include it.

Please type or print using dark ink.

Name: Kevin Lee

Mailing Address: 221 E. 2nd Street

Physical HOME Address: 221 E. 2nd Street 27520

Phone Number (HOME): (919) 524-7261 (WORK) (919) 524-7261

FAX Number: N/A Mobile Number: (919)524-7261

Email Address: klee84@yahoo.com

☐ Female* ☒ Male*

Employer: Duke Energy

Occupation: Senior Real Estate Representative

**This information is voluntary and is requested for the sole purpose of assuring that a cross section of the community is appointed; NCGS 143-157.1*

Residency within the Town limits or ETJ (extra territorial jurisdiction) is required for membership on ***most*** Council advisory boards.

Length of residence in Clayton: 36 years

Do you live in Clayton Corporate Limits: ☒ Yes ☐ No ETJ: ☐ Yes ☐ No

How did you find out about this board?

☒ Facebook ☐ Website ☐ Newspaper ☐ Twitter

☐ TV ☒ Friend ☐ Email ☐ Other

Outline your qualifications and why you wish to serve on the board you indicated:

Over the past 20 years I have been engaged with commercial and residential development within the town's city limits, including my personal residence. This work has motivated me to become more involved in the planning and development of our town. I have lived here my whole life, and I want this to be a town to be a place that my children desire to call home. I have the knowledge and commitment to plan and make recommendations that will support growth in a way that honors our citizen's best interest.

State why you believe you would be an asset to this board:

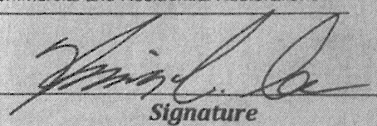
Being a life-long citizen of Clayton, I have a respect for the past and a vision for the future. This history along with my skills in real estate, engineering, and construction position me to successfully serve on this board.

Do you anticipate a conflict of interest if asked to serve as a member of the requested board:

☒ No ☐ Yes *If Yes, please explain:*

Please list any current or previous service to the community, civic organizations, activities and any special talents:

| Boards/Civic Organization/Talents | From | To |
|---|---|---|
| NC General Contractor License | 2016 | Current |
| NC Real Estate License | 2011 | Current |
| Commercial and Residential Restorations | 2001 | Current |



***Signature***

7/9/2021

***Date***

- Please do not submit resumes or attachments.
- This application is a PUBLIC RECORD.
- Information contained in the application will be considered when making appointments.
- Candidates may be interviewed prior to appointment.
- If not initially appointed to serve, applications will remain active for one year from date of receipt.

Applications should be submitted to the Town Clerk in person at 111 East Second Street, by mail at Town of Clayton, PO Box 879, Clayton, NC 27528 or via email at kmoffett@townofclaytonnc.org

# Town Council Agenda Cover Sheet

**Meeting Date**
September 20, 2021

**Agenda Location**
New Business

**Item Title**

Technology Lending Fees and Charges

**Presenter**

**Summary/Description**

To present new technology lending policies and ask council to approve new fees and charges.

**Requested Action**
Approval/Denial

**Funding Source (If Applicable):**
**N/A**

**Cost:** **N/A** **Yes** ☐ **No** ☒

**Additional Documents to be Included in Agenda Packet**
Technology Lending Policy
Fee schedule

**Meeting Timeline**
Click or tap here to enter text.

# Town of Clayton Policy & Procedure Statement

| | |
|---|---|
| Policy Number | LIBRARY 2021-01 |
| Department | Library |
| Subject | IT Lending Policy (Wi-Fi Hotspot & Laptop Kits) |
| Approved By | Town Council – Resolution #2021-41 |
| Effective Date | September 20, 2021 |
| Revision Date(s) | |

**Purpose:**

Create guidelines and policies for lending of technology equipment.

**Clayton Library Tech Hub:**

The Hocutt-Ellington Memorial Library is dedicated to connecting our citizens with innovative technology and access to meet their personal and professional needs. There is no charge to borrow equipment; however, fees/costs will be charged for late, damaged, lost, or stolen equipment.

Upon checkout, the borrower assumes full responsibility for the Wi-Fi Hotspot, Laptop, and any accessories included in the Wi-Fi Hotspot or Laptop Device Kit. This includes financial responsibility for replacing an item if lost or stolen and/or for repair costs of damaged items.

**Guidelines for Borrowing and Use of Wi-Fi Hotspot and Laptop Kits ("Device Kits")**

1. Borrowers must be at least **18 years old.**
2. A valid Hocutt-Ellington Memorial Library card with current address information and no outstanding fines above $25.00.
3. A valid government-issued ID with Clayton, NC area address must be presented. The address on the ID and the library account must be the same.
4. Wi-Fi Hotspot and Laptop Kits ("Device Kits") must be checked out and signed for at the main circulation desk in the adult room of the Clayton Library and must be returned to and signed back in at that same desk. **They CANNOT be returned in the afterhours book drop or at the children's desk.** Device Kits must be returned to staff by the due date/time, in good working condition, and with all accessories. The Device Kit will not be considered returned until all components are present.
5. Borrowers are required to read, understand, and sign this agreement at the circulation desk in presence of a library staff member before each checkout. First-time borrowers will receive HEML Internet Safety Guidelines and a walk-through of the Quick-Start Guide.
6. Borrowers will confirm with library staff that all components of the device kit are present at the time of checkout.
7. The borrower must return the technology to a library staff member who will confirm all parts and accessories in the Device Kit are present and in good condition.

**Time Limits and availability**

- Each household may borrow only one **Device Kit** at a time.
- Hotspots and Laptops can be borrowed for one 3-week (21-day) interval at a time. They are not renewable and must be turned in before another device is checked out.
- If a patron/household has a Device Kit checked out, they cannot put one on hold until the first kit is checked in.
- Patrons borrowing Chromebooks for in-house use may borrow only one Device Kit at a time, for up to 10 hours, depending on the building's hours of service. Device kits are due 30 minutes before closing on the date they are checked out. They cannot leave the building.

**Fees and Costs**

Library staff will review the contents of the device kits with borrowers upon return. Staff will notify borrowers if any part of the kit is missing and/or damaged.

- Lost or Damaged Technology or accessories: Patron will be charged cost of item (see itemized checklist).
- The Device Kits CANNOT be returned in the afterhours book drop. Doing so will result in a $10.00 fee, plus the cost of any damages to the device. If items are returned a second time to the book drop, device checkout privileges will be lost.
- If the Device Kit is not returned by the due date/time, Wi-Fi service will be disconnected, and the device in that kit will no longer be usable.
- Devices that are not returned in person by their due date will be subject to an extended-use rental charge of $5/day, up to a maximum overdue fine of $25.
- If the Device Kit is not returned within seven (7) days of the due date, it will be considered lost, and full replacement charges will be incurred.
- In-House Laptop Kits not returned by building closure will be considered lost, and full replacement charges will be incurred.
- The borrower is solely responsible for the Device Kit and agrees to pay for repair or replacement costs associated with damage or loss of devices and/or accessories sustained while checked out.
- The borrower holds responsibility to protect against loss.

**Care and Use Information:**

- I understand that Device Kits (including Wi-Fi Hotspots and Laptops) must be kept in a temperature-controlled environment and must not be left in extreme temperatures, including vehicles.
- I understand that the hotspot or laptop devices in the Device Kits run on the Verizon network and that the speed and availability of the connection will be dependent on the service area of Verizon towers. *Service connection is not guaranteed in all areas. Hotspots and Laptops have access to 25 GB of data per billing cycle. After the 25 GB threshold is exceeded, service may slow down during periods of high usage. Up to five devices may be connected to the hotspot.*
- I understand there will be Internet filtering on the hotspots in compliance with the Children's Internet Protection Act (CIPA) and the Hocutt-Ellington Memorial Library

Technology Policy. Parents and guardians are responsible for the use of the hotspot by minors.

- I understand that library staff may provide limited instructions and troubleshooting for the use of the hotspot device and cannot provide technical support for connected devices. Borrowers may call 1-800-922-0204 for assistance or to report non-functioning devices.

**Disclaimers:**

1. The Library is not responsible for information accessed using these devices or for personal information that is shared over the Internet.
2. It is the responsibility of parents/guardians/caregivers, not the Library, to determine what is appropriate for their minor children. Parents/guardians/caregivers are responsible for any information accessed or observed by their minor children while using library devices.
3. Internet access and the quality of access are subject to the availability of cell tower coverage or wireless access through and Internet provider over which the Library has no control.
4. The Library is not responsible for any liability, damages, or expense resulting from use or misuse of the device, connection to other electronic devices, or data loss resulting from use of a hotspot. Wireless security is not implied.
5. The library is not responsible for any computer viruses that may be transferred to user storage devices. Tampering with Library equipment, including bypassing security functions, is prohibited.
6. Patrons must abide by the Hocutt-Ellington Memorial Library Internet Acceptable Use Policy and the guidelines for Use of Computers and the Wireless Network and are encouraged to follow safe Internet practices.
7. The Hocutt-Ellington Memorial Library reserves the right to make changes to this policy as needed and to refuse/limit checkouts at the discretion of management.
8. The Library is not responsible for personal data left by the user on the device. It is the borrower's responsibility to ensure no personal data has been left on the device.

**Policy:**

This policy shall remain in effect until such time as amended by the Town Council.

**NAME: _____ HEML Technology Lending Agreement**

**I agree:**

- To abide by all of the Hocutt-Ellington Memorial Library Technology Lending guidelines.
- To abide by the library's Internet Acceptable Use Agreement, attached.
- To pay any fees as detailed in the lending guidelines if the equipment is returned late or improperly to the book drop.
- To ensure the safety and security of all equipment and accessories while in my care, including to pay all repair and/or replacement costs should the equipment or components/accessories be stolen, lost, not returned, or damaged while checked out.

**Wi-Fi Hotspot, Laptop, and Accessories Checklist and Pricing**

**Item:**

| | |
|---|---|
| **WiFi HOTSPOT KIT#** | |
| **LAPTOP CHECKOUT KIT #** | |
| **IN-HOUSE LAPTOP KIT #** | |

**STAFF INITIALS**

| OUT | IN | | ITEM | Cost |
|---|---|---|---|---|
| | | | **Wi-fi Hotspot Kit** | |
| | | | Wi-Fi Hotspot: Verizon Jetpack MiFi* | $79.99 |
| | | | Wi-Fi Hotspot Carrying Case | |
| | | | Wi-Fi Hotspot charging cable and wall outlet | |
| | | | Quick-start Guide | |
| | | | **Laptop Checkout Kit** | |
| | | | Laptop: Chromebook | |
| | | | Laptop Carrying Case | |
| | | | Computer mouse | |
| | | | Computer Charging Cable | |
| | | | Quick-start Guide | |
| | | | **In-House Laptop Kit** | |
| | | | In-House Laptop: Chromebook | |
| | | | Computer Mouse | |
| | | | Quick-Start Guide | |

By my signature below, I agree that all of my questions have been answered and I agree to abide by all parts of this agreement.

_____ _____ _____

(Printed name) (Signature) (Date)

Date Returned:_____ Staff Initials (Upon Return) _____

Resolution #2021-41

**TOWN OF CLAYTON**
**POLICY FOR BORROWING AND USE OF IT EQUIPMENT**
**FROM THE HOCUTT-ELLINGTON LIBRARY**

**BE IT RESOLVED by** the Clayton Town Council that the addition of a policy related to the Clayton Library Tech Hub and borrowing and use of equipment read as follows:

**Clayton Library Tech Hub:**

The Hocutt-Ellington Memorial Library is dedicated to connecting our citizens with innovative technology and access to meet their personal and professional needs. There is no charge to borrow equipment; however, fees/costs will be charged for late, damaged, lost, or stolen equipment.

Upon checkout, the borrower assumes full responsibility for the Wi-Fi Hotspot, Laptop, and any accessories included in the Wi-Fi Hotspot or Laptop Device Kit. This includes financial responsibility for replacing an item if lost or stolen and/or for repair costs of damaged items.

**Guidelines for Borrowing and Use of Wi-Fi Hotspot and Laptop Kits ("Device Kits")**

1. Borrowers must be at least **18 years old.**
2. A valid Hocutt-Ellington Memorial Library card with current address information and no outstanding fines above $25.00.
3. A valid government-issued ID with Clayton, NC area address must be presented. The address on the ID and the library account must be the same.
4. Wi-Fi Hotspot and Laptop Kits ("Device Kits") must be checked out and signed for at the main circulation desk in the adult room of the Clayton Library and must be returned to and signed back in at that same desk. **They CANNOT be returned in the afterhours book drop or at the children's desk.** Device Kits must be returned to staff by the due date/time, in good working condition, and with all accessories. The Device Kit will not be considered returned until all components are present.
5. Borrowers are required to read, understand, and sign this agreement at the circulation desk in presence of a library staff member before each checkout. First-time borrows will receive HEML Internet Safety Guidelines and a walk-through of the Quick-Start Guide.
6. Borrowers will confirm with library staff that all components of the device kit are present at the time of checkout.
7. The borrower must return the technology to a library staff member who will confirm all parts and accessories in the Device Kit are present and in good condition.

**Time Limits and availability**

- Each household may borrow only <u>one</u> **Device Kit** at a time.
- Hotspots and Laptops can be borrowed for <u>one</u> 3-week (21-day) interval at a time. They are not renewable and must be turned in before another device is checked out.
- If a patron/household has a Device Kit checked out, they cannot put one on hold until the first kit is checked in.

- Patrons borrowing Chromebooks for in-house use may borrow only one Device Kit at a time, for up to 10 hours, depending on the building's hours of service. Device kits are due 30 minutes before closing on the date they are checked out. They cannot leave the building.

**Fees and Costs**

Library staff will review the contents of the hotspot kit with borrowers upon return. Staff will notify borrowers if any part of the kit is missing and/or damaged.

- Lost or Damaged Technology or accessories: (see itemized checklist)
- The Device Kits CANNOT be returned in the afterhours book drop. Doing so will result in a $10.00 fee, plus the cost of any damages to the device. If items are returned a second time to the book drop, device checkout privileges will be lost.
- If the Device Kit is not returned by the due date/time, Wi-Fi service will be disconnected, and the device in that kit will no longer be usable.
- In-House Laptop Kits not returned by building closure will be considered lost, and full replacement charges will be incurred.
- Devices that are not returned in person by their due date will be subject to an extended-use rental charge of $5/day, up to a maximum overdue fine of $25.
- If the Device Kit is not returned within seven (7) days of the due date, it will be considered lost, and full replacement charges will be incurred.
- The borrower is solely responsible for the Device Kit and agrees to pay for repair or replacement costs associated with damage or loss of devices and/or accessories sustained while checked out.
- The borrower holds responsibility to protect against loss.

**Care and Use Information:**

- I understand that Device Kits (including Wi-Fi Hotspots and Laptops) must be kept in a temperature-controlled environment and must not be left in extreme temperatures, including vehicles.
- I understand that the hotspot or laptop devices in the Device Kits run on the Verizon network and that the speed and availability of the connection will be dependent on the service area of Verizon towers. *Service connection is not guaranteed in all areas. Hotspots and Laptops have access to 25 GB of data per billing cycle. After the 25 GB threshold is exceeded, service may slow down during periods of high usage. Up to five devices may be connected to the hotspot.*
- I understand there will be Internet filtering on the hotspots in compliance with the Children's Internet Protection Act (CIPA) and the Hocutt-Ellington Memorial Library Technology Policy. Parents and guardians are responsible for the use of the hotspot by minors.
- I understand that library staff may provide limited instructions and troubleshooting for the use of the hotspot device and cannot provide technical support for connected devices. Borrowers may call 1-800-922-0204 for assistance or to report non-functioning devices.

**Disclaimers:**

1. The Library is not responsible for information accessed using these devices or for personal information that is shared over the Internet.
2. It is the responsibility of parents/guardians/caregivers, not the Library, to determine what is appropriate for their minor children. Parents/guardians/caregivers are responsible for any information accessed or observed by their minor children while using library devices.
3. Internet access and the quality of access are subject to the availability of cell tower coverage or wireless access through and Internet provider over which the Library has no control.
4. The Library is not responsible for any liability, damages, or expense resulting from use or misuse of the device, connection to other electronic devices, or data loss resulting from use of a hotspot. Wireless security is not implied.
5. The library is not responsible for any computer viruses that may be transferred to user storage devices. Tampering with Library equipment, including bypassing security functions, is prohibited.
6. Patrons must abide by the Hocutt-Ellington Memorial Library Internet Acceptable Use Policy and the guidelines for Use of Computers and the Wireless Network and are encouraged to follow safe Internet practices.
7. The Hocutt-Ellington Memorial Library reserves the right to make changes to this policy as needed and to refuse/limit checkouts at the discretion of management.
8. The Library is not responsible for personal data left by the user on the device. It is the borrower's responsibility to ensure no personal data has been left on the device.

Duly adopted this the 20th day of September, 2021 while in regular session.

_____
Jody McLeod
Mayor

ATTEST:

_____
Kimberly A. Moffett, CMC, NCCMC
Town Clerk

**NAME: _____ HEML Technology Lending Agreement**

**I agree:**

- To abide by all of the Hocutt-Ellington Memorial Library Technology Lending guidelines.
- To abide by the library's Internet Acceptable Use Agreement, attached.
- To pay any fees as detailed in the lending guidelines if the equipment is returned late or improperly to the book drop.
- To ensure the safety and security of all equipment and accessories while in my care, including to pay all repair and/or replacement costs should the equipment or components/accessories be stolen, lost, not returned, or damaged while checked out.

**Wi-Fi Hotspot, Laptop, and Accessories Checklist and Pricing**

**Item:**

| | |
|---|---|
| **LAPTOP #** | |
| **HOTSPOT #** | |

**STAFF INITIALS**

| OUT | IN | | ITEM | Cost |
|---|---|---|---|---|
| | | | Wi-Fi Hotspot: Verizon Jetpack MiFi* | $79.99 |
| | | | Wi-Fi Hotspot Carrying Case | |
| | | | Wi-Fi Hotspot charging cable and wall outlet | |
| | | | Quick-start Guide | |
| | | | | |
| | | | Laptop: Chromebook (___) | |
| | | | Laptop Carrying Case | |
| | | | Computer mouse | |
| | | | Computer Charging Cable | |
| | | | Quick-start Guide | |

By my signature below, I agree that all of my questions have been answered and I agree to abide by all parts of this agreement.

_____ _____ _____

(Printed name) (Signature) (Date)

Date Returned:_____ Staff Initials (Upon Return) _____

Ordinance No. 2021-09-05

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

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

**HOCUTT-ELLINGTON MEMORIAL LIBRARY:**

*IT Technology Lending:*

| | |
|---|---|
| Return of Device Kit In "After Hours" Book Drop | $10.00 plus cost of any damage* |
| Device(s) Returned Late | $5.00 per day/ max. $25.00 |
| Device(s) not Returned within 7 Days of Due Date | Full replacement cost* |
| Lost or Damaged Technology or Accessories | Cost as indicated on checklist* |

*These costs/fees will be included on fully executed lending agreement.

Duly adopted this the 20th day of September, 2021 while in regular session.

_____
Jody McLeod
Mayor

ATTEST:

_____
Kimberly A. Moffett, CMC, NCCMC
Town Clerk