



Mayor

Andy Moore

Mayor Pro-Tem

Emery Ashley

Council Members

Marlon Lee

J. Perry Harris

Travis Scott

Roger A. Wood

John A. Dunn

Stephen Rabil

Town Attorney

Robert Spence, Jr.

Town Manager

Michael L. Scott

Finance Director

Greg Siler

Town Clerk

Shannan Williams

Town Council

Agenda

Packet

Meeting Date: Tuesday, May 2, 2017

Meeting Time: 7:00 p.m.

Meeting Place: Town Hall Council Chambers

350 East Market Street

Smithfield, NC 27577



**TOWN OF SMITHFIELD
TOWN COUNCIL AGENDA
REGULAR MEETING MAY 2, 2017
7:00 PM**

Call to Order

Invocation

Pledge of Allegiance

Approval of Agenda

Page

Presentation

- 1. Administering Oath of Office to New Police Officer – Joseph Atkinson**
(Mayor – M. Andy Moore) See attached information.....1

Public Hearing

- 1. Conditional Use Permit Request – CUP-17-04 Ample Storage:** The applicant is requesting a conditional use permit to allow for a mini-storage facility on a 4.31 acre tract of land located within a B-3 (Business) zoning district. The property considered for approval is located on the west side of US 70 Highway Business approximately 150 feet south of its intersection with Wilson’s Mills Road. The property is further identified as Johnston County Tax ID# 15077011C and a portion of 15078199K.
(Planning Director – Paul Embler) See attached information.....3

Citizens Comments

Consent Agenda Items

- 1. Approval of Minutes**
- April 4, 2017 – Regular Meeting.....31
 - April 4, 2017, 2017 – Closed Session (Under Separate Cover)
 - April 20, 2017 – Special Meeting FY 2017-2018 Budget.....43
- 2. Special Event: Ham and Yam Jam –** The applicant, DSDC and the Johnston Community College Foundation , is seeking approval to conduct a concert to be held May 5th from 8:00 pm until 10:00 pm at the 101 W Market Street (Little Brown Jug)
(Planning Director – Paul Embler) See attached information.....47

3. Special Event: Outdoor Music – The applicant, Mucho Mexico Restaurant, is seeking approval to conduct a Latin Karaoke Music event for Cinco de Mayo on May 5th from 5:00 pm – 10:00 pm at the restaurant located at 712 East Market Street.
(Planning Director – Paul Emblar) See attached information.....51

4. Consideration and Approval to install Dead End Street Signs on the 1100 block of North Street at Eleventh Street
(Chief of Police – R. Keith Powell) See attached information.....55

5. Consideration and Approval of the Annual Webhosting Agreement
(Human Resources Director/ PIO – Tim Kerigan) See attached information.....57

6. Consideration and Approval of a budget amendment to adjust the Booker Dairy Road Project estimated construction cost from 3.5 million to the actual bid of 1.935 million
(Finance Director – Greg Siler) See attached information.....69

7. Advisory Board Appointments

a) Bryan Gibson has submitted an application for consideration to be appointed to a first term on the Appearance Commission.

b) Rick Childrey has submitted an application for consideration to be appointed to a first term on the Library Board of Trustees.

(Town Clerk – Shannan Williams) See attached information.....73

8. New Hire Report
(Human Resources Director/ PIO – Tim Kerigan) See attached information.....79

Business Items

1. Consideration and approval to enter into an agreement with the NC Department of Natural and Cultural Resources for the Connect NC Bond Grant for the Miracle Inclusive Playground and the DAV Fitness trail and Adoption of Resolution #602 (07-2017)
(Parks and Recreation Director – Gary Johnson) See attached information.....81

2. Consideration and Approval to enter into an agreement with NCDOT for the conversion of traffic signals in the Town of Smithfield.
(Public Utilities Director – Ted Credle) See attached information.....93

3. Consideration and Approval for Sidewalks on Booker Dairy Road between Buffalo Road and Bradford Street and Adoption of Resolution #603 (08-2017)
(Town Manager – Michael Scott) See attached information.....105

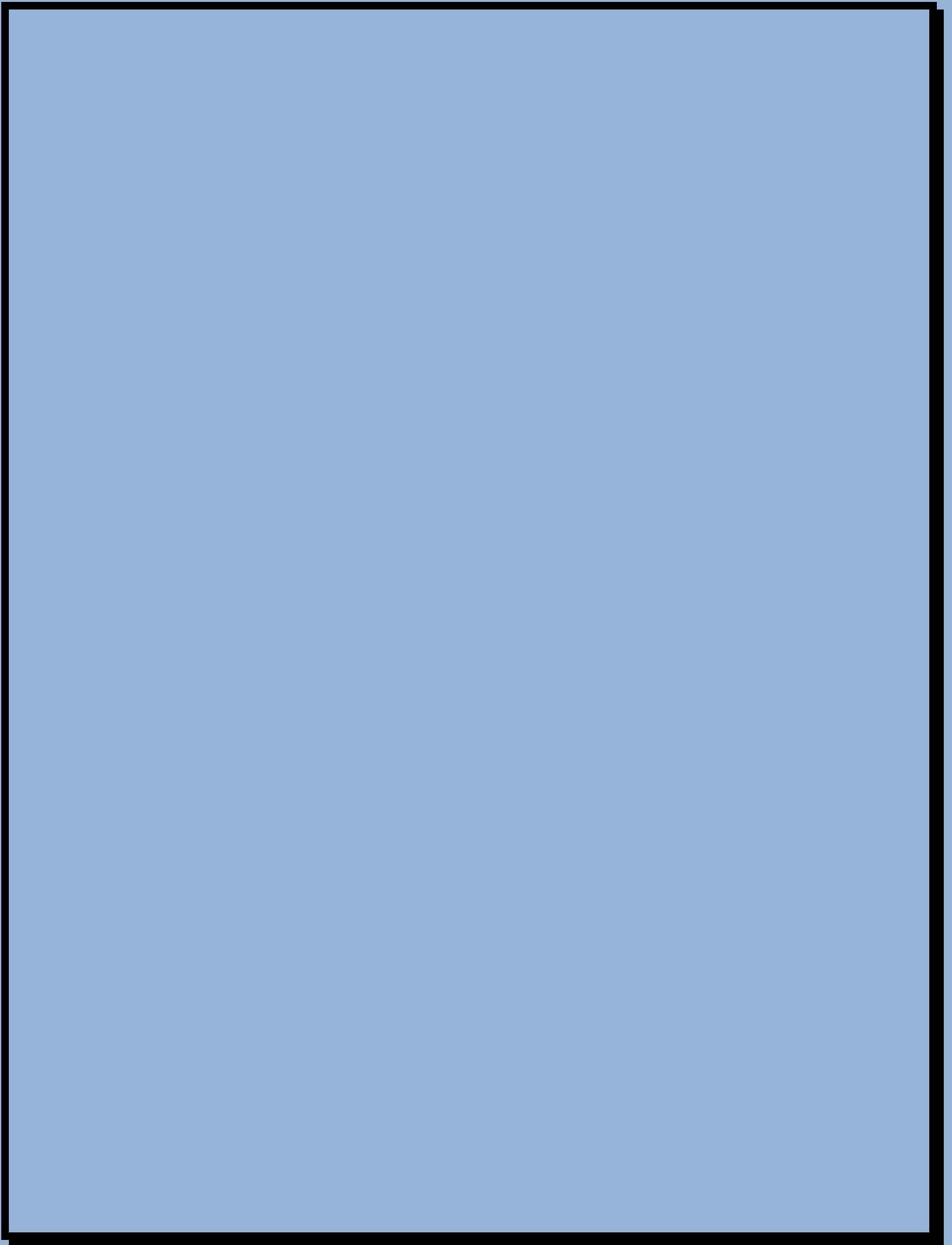
Councilmember’s Comments

Town Manager’s Report

- Financial Report (See attached information).....111
- Department Reports (See attached information).....115
- **Manager’s Report (Will be provided at the meeting)**

Recess: Date and Time to be determined by the Town Council to continue FY 17-18 Budget Discussions

Presentation





Request for City Council Action

Presentation Item: Police Dept. Oath of Office
Date: 05/02/2017

Subject: Police Officer Swear In
Department: Police Department
Presented by: Chief R.K. Powell
Presentation: Yes

Issue Statement

The Police Department has hired one new officer to fill an existing vacancy within the agency. Joseph Atkinson was hired to fill this position. Officer Atkinson has been assigned to "A" Team. Officer Atkinson comes to us from Whiteville Police Department.

Financial Impact

None

Action Needed

Administer Oath of Office to Joseph Atkinson and welcome him to the Smithfield Community.

Recommendation

Mayor Moore to Administer Oath of Office to new Police Officer Joseph Atkinson and welcome him to the Smithfield Community.

Approved: City Manager City Attorney

Attachments: Oath of Office – Joseph Atkinson



OATH OF OFFICE

CHIEF OF POLICE

SMITHFIELD POLICE DEPARTMENT

"I, Joseph Atkinson, the undersigned, do solemnly swear or affirm that I will support the Constitution of the United States; that I will faithfully and bear true allegiance to the State of North Carolina and to the Constitutional powers and authorities which are, or may be established for the government thereof; that I will endeavor to support, maintain and defend the Constitution of said State, not inconsistent with the Constitution of the United States; that I will be alert and vigilant to enforce the criminal laws of this state; that I will not be influenced in any manner on account of personal bias or prejudice; and that I will faithfully and impartially execute the duties of my office as a law enforcement officer according to the best of my skill, abilities and judgment, so help me God."

Joseph Atkinson

Date

*Oath administered this the
2nd day of May, 2017*

M. Andy Moore, Mayor



Public Hearing





Town of Smithfield
Planning Department
350 East Market Street
P.O. Box 761
Smithfield, NC 27577
Phone: 919-934-2116
Fax: 919-934-1134

STAFF REPORT

Application Number: CUP-17-04
Project Name: Ample Storage
TAX ID number: 15077011C and a portion of 15078199K
Town Limits/ETJ: City
Applicant: Terry Wethington
Owners: Lampe Management Company
Agents: none
Neighborhood Meeting: none

PROJECT LOCATION: West side of US 70 Highway Business approximately 150 feet south of its intersection with Wilson's Mills Road.

REQUEST: The applicant is requesting a conditional use permit to allow for mini-storage facility on a 4.31 acre tract of land located within a B-3 (Business) zoning district.

SITE DATA:

Acreage: 4.31 acres
Present Zoning: B-3 (Business)
Proposed Zoning: N/A
Existing Use / Previous: Vacant / Restaurant

DEVELOPMENT DATA: The proposed mini-storage facility will be comprised of 7 buildings totaling approximately 87,000 square feet of enclosed and partially enclosed storage space. The site includes an administrative office towards the front of the complex and one residential unit for around the clock on-sight management. All proposed buildings are situated near the perimeter of the property with solid walls tying each building together creating a secured perimeter. The property will be gated and monitored using the latest video surveillance technology.

Access to the site from West Market Street is proposed by two existing driveways. An NCDOT approved driveway permit will be required prior to site plan approval. ADA accessible sidewalks will be required at this site.

Utilities exist within the right-of-way of West Market Street top include a 12” gravity sewer main and a 12” water main. Duke Progress Energy will provide electric to this development. A stormwater facility is not shown on the plan. If it is determined that more than ½ acre of additional impervious surfaces are added to the site, a storm water management facility will be required.

Landscape yards are shown on the plan and include a 15 foot street yard, 8 foot side transition yards, and a 35 foot planted landscape buffer in the rear of the facility. No interior landscaping is proposed at this time.

ENVIRONMENTAL: There does not appear to be any environmentally sensitive areas on the property considered for a Conditional Use permit to include flood plains or designated wetlands. There is a deep ditch that runs parallel to the northern property line between the proposed facility and the Food Lion shopping center.

ADJACENT ZONING AND LAND USES:

North:	Zoning:	B-3(Business)
	Existing Use:	Commercial / Food Lion shopping center
South:	Zoning:	B-3 (Business) and R-20A (Residential)
	Existing Use:	B-3 & OI / Vacant land and Sunset Cemetery
East:	Zoning:	B-3 (Business) and R-20A (Residential)
	Existing Use:	Commercial / Single Family Residential
West:	Zoning:	OI (Office Institutional)
	Existing Use:	Institutional / Harbor House

Consistency with the Strategic Growth Plan

The proposed mini-storage facility is consistent with the recommendations of the Comprehensive Growth Management Plan which calls for commercial uses near the intersection of West Market Street and Wilson’s Mills Road.

Consistency with the Unified Development Code

A mini-storage facility is a permitted use within B-3 (Business) zoning district with a valid conditional use permit. All applicable development regulation to include parking, access, landscaping, and storm water regulations can and will be met prior to site plan approval and issuance of a valid zoning permit.

Compatibility with Surrounding Land Uses

A mini-storage facility at this location should not pose a compatibility issue with surrounding land uses providing required on-site parking is constructed and required landscaping and buffers are installed as per the Town of Smithfield Unified Development Ordinance.

Signs

The proposed mini-storage facility will qualify for wall and ground signs on the West Market Street side of the property. High-rise signs are not permitted and the applicant has agreed to remove the old Wendy's high-rise sign.

OTHER:

FIRE PROTECTION:	Town of Smithfield
SCHOOL IMPACTS:	NA
PARKS AND RECREATION:	NA
ACCESS/STREETS:	2 driveways on West Market Street.
WATER/SEWER PROVIDER:	Town of Smithfield
ELECTRIC PROVIDER:	Duke Progress Energy

Planning Department Recommendations:

The Planning Department recommends approval of the request for a conditional use permit to allow for a mini-storage facility on a 4.31 acre tract of land and located within the B-3 (Business) zoning district, with the following requirements:

The Planning Department agrees with the need for a storm water management facility. The Planning Department agrees with the methodology of the storm water management facility's design but disagrees with adjusting the Q10pre by a factor of 1.08. The Planning Department recommends that the storm water management facility should use the actual Q10pre to size the detention facility.

The Planning Department recommends that all storm water from the Ample Storage site and the remainder of the undeveloped property be directed to "one" storm water management facility that will serve both parcels of land. The proposed storm water management facility should be designed in such a manner that the second parcel could be developed to a maximum of 70% impervious.

The storm water discharge from the storm water management facility should be discharged into the existing conveyance system and directed in such a manner as to drain toward the existing 48" pipe under Skyland Drive at the northwest corner of the Harbor House property. No storm water should be directed toward the 15" pipe located on the south west corner of the Harbor House property.

Planning Board Recommendations:

The Planning Board recommends approval of the request for a conditional use permit to allow for a mini-storage facility on a 4.31 acre tract of land and located within the B-3 (Business) zoning district with the condition that soils analysis is submitted for review and that the projects constructs a storm water management facility if it is determined to be required.

Town Council Action Requested:

The Town Council is requested to review the petition for a mini-storage facility on property within a B-3 zoning district and make a decision in accordance with the finding of fact for a conditional use permit.



Town of Smithfield
 Planning Department
 350 E. Market St Smithfield, NC 27577
 P.O. Box 761, Smithfield, NC 27577
 Phone: 919-934-2116
 Fax: 919-934-1134

CONDITIONAL USE PERMIT APPLICATION

Pursuant to Article 13, of the Town of Smithfield Unified Development Ordinance, an owner of land within the jurisdiction of the Town (or a duly authorized agent) may petition the Town Council to allow a Conditional Use. Conditional Uses are uses that may be appropriate in a particular district, but has the potential to create incompatibilities with adjacent uses.

Conditional Use Permit applications must be accompanied by nine (9) sets of the application, nine (9) sets of required plans, an Owner's Consent Form (attached) and the application fee. The application fee is \$300.00. All fees are due when the application is submitted.

SITE INFORMATION:

Name of Project: Ample Storage Acreage of Property: (5.985) (.976)
 Parcel ID Number: (169413-04-2581)(169413-04-5745) Tax ID: (4750137)(4742210)
 Deed Book: (04882)(04795) Deed Page(s): (0294)(0847)
 Address: (787 W. Market St Smithfield, NC)(807 W. Market St Smithfield, NC)
 Location: Business 70 West

Existing Use: Vacant Proposed Use: Self Storage
 Existing Zoning District: B-3
 Requested Zoning District: B-3
 Is project within a Planned Development: Yes No
 Planned Development District (if applicable): _____
 Is project within an Overlay District: Yes No
 Overlay District (if applicable): _____

FOR OFFICE USE ONLY

File Number: <u>2017-04</u>	Date Received: <u>3/2/17</u>	Amount Paid: <u>\$300.00</u>
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OWNER INFORMATION:

Name: Storage Properties Inc.(Guy Lampe) / Guy L. Lampe _____

Mailing Address: PO Box 608 Smithfield, NC 27577 / Same _____

Phone Number: 919-934-3041 / Same _____ **Fax:** 919-934-1303 / Same _____

Email Address: GuyL@LampeManagement.com _____

APPLICANT INFORMATION:

Applicant: Terry Wethington _____

Mailing Address: PO Box 608 Smithfield, NC 27577 _____

Phone Number: 252-670-2664 _____ **Fax:** 919-934-1303 _____

Contact Person: Terry Wethington _____

Email Address: TerryW@LampeManagement.com _____

REQUIRED PLANS AND SUPPLEMENTAL INFORMATION

The following items must accompany a Conditional Use Permit application. This information is required to be present on all plans, except where otherwise noted:

- All required plans (*please see the plan requirements checklist*).
- A signed and sealed traffic impact analysis.
- Verification of wastewater allocation (*granted or requested*).
- Driveway permits (*Town of Smithfield or NCDOT encroachment with associated documentation*).
- Other applicable documentation: _____

STATEMENT OF JUSTIFICATION

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

REQUIRED FINDINGS OF FACT

Article 13, Section 13-17 of the Town of Smithfield Unified Development Ordinance requires applications for a Conditional Use Permit to address the following findings. The burden of proof is on the applicant and failure to adequately address the findings may result in denial of the application. Please attach additional pages if necessary.

- 1. That the use will not materially endanger the public health, safety, or general welfare if located where proposed and developed according to the plan as submitted and approved;

The proposed use is for a self-storage facility. The two lots will be recombined to create two large lots. The existing driveway entrances will be maintained and there will be no additional driveways.

The proposed facility will include four enclosed buildings and two T-Sheds. The facility will be fenced and a 35' landscape buffer will be provided between it and the R-8 zoning to the west. Self-storage generates significantly less traffic than the previous uses which were fast food and a mobile home sales lot. The proposed use will not endanger public health, safety or general welfare.

- 2. That the use meets all required conditions and specifications;

The proposed facility will be designed to meet all Town of Smithfield standards and specifications.

- 3. That the use will not adversely affect the use or any physical attribute of adjoining or abutting property, or that the use is a public necessity; and

The property to the north of this site is an existing strip mall. A landscape buffer will be provided between the self-storage and the strip mall. The property to the west is vacant and zoned R-8. A 35' landscaped buffer will be provided between this site and the R-8 property. When the lots are recombined, lot number 2 will be left vacant for future development.

- 4. That the location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located. The conditional use shall demonstrate conformance to the Land Use Plan or other plan in effect at the time and address impacts of the project as required by GS 160A-382(b).

The area currently has a mix of commercial uses including a strip mall, fast food, gas station/mini mart and an office building. The Comprehensive Growth Management Plan calls for Commercial use on this site with a buffer to the west and south. A 35' buffer will be provided to the west on Lot 1. The future development on Lot 2 will address the buffer to the south. The proposed self-storage facility will have a brick facade on the faces adjacent to the right-of-way. This will be aesthetically pleasing and will blend, and perhaps improve, the overall look of the area. The T-Sheds will be at the rear of the site and will not be visible from the right-of-way.

APPLICANT AFFIDAVIT

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

Terry Wethington
Print Name


Signature of Applicant

3/2/2017
Date



Town of Smithfield
 Planning Department
 350 E. Market St Smithfield, NC 27577
 P.O. Box 761, Smithfield, NC 27577
 Phone: 919-934-2116
 Fax: 919-934-1134

OWNER'S CONSENT FORM

Name of Project: Ample Storage Submittal Date: March 3, 2017

OWNERS AUTHORIZATION

I hereby give CONSENT to _____ (type, stamp or print clearly full name of agent) to act on my behalf, to submit or have submitted this application and all required material and documents, and to attend and represent me at all meetings and public hearings pertaining to the application(s) indicated above. Furthermore, I hereby give consent to the party designated above to agree to all terms and conditions which may arise as part of the approval of this application.

I hereby certify I have full knowledge the property I have an ownership interest in the subject of this application. I understand that any false, inaccurate or incomplete information provided by me or my agent will result in the denial, revocation or administrative withdrawal of this application, request, approval or permits. I acknowledge that additional information may be required to process this application. I further consent to the Town of Smithfield to publish, copy or reproduce any copyrighted document submitted as a part of this application for any third party. I further agree to all terms and conditions, which may be imposed as part of the approval of this application.

Guy Lampe Guy Lampe 3/2/2017
 Signature of Owner Print Name Date

CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER

I hereby certify the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge. I understand this application, related material and all attachments become official records of the Planning Department of the Town of Smithfield, North Carolina, and will not be returned.

Guy Lampe Guy Lampe 3/2/2017
 Signature of Owner/Applicant Print Name Date

FOR OFFICE USE ONLY

File Number: WR-17-04 Date Received: 3/2/17 Parcel ID Number: (169413-04-2581)(169413-04-5745)



LAMPE MANAGEMENT COMPANY

P.O. Box 608
225 Peedin Road
Smithfield, NC 27577
(919) 934-3041

March 28, 2017

Mr. Mark Helmer, AICP
Town Hall
350 East Market Street
P.O. Box 761
Smithfield, NC 27577

Re: Statement of Justification
Ample Storage West Smithfield Project

Dear Mr. Helmer,

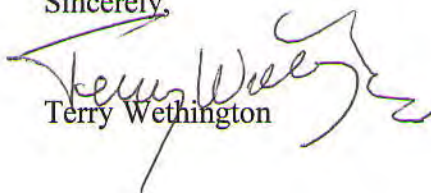
Ample Storage's corporate office is located in Smithfield, North Carolina. We have been in the storage business for over 32 years with 69 facilities located in North Carolina, Virginia, and Florida.

The view from the road of our building will be a brick and glass front. Our sites are gated with a "Fortress Style" designed for the security of our customers and their belongings. This also assures our neighbors that no one from our facility will be able to trespass from our facility onto neighbor's property. We will have security cameras in place to record and save video of onsite activities. We will also provide a manager's apartment on site, again, for the security of our customers and neighbors. Our gate hours will be 6:00am to 10:00pm and our managers will keep regular business hours 6 days a week.

This facility will be a low impact business, as to traffic and the infrastructure (water-sewer), for the Town of Smithfield. But it will also be a great economical boost to West Smithfield.

Please call me at 252-670-2664 with any questions or concerns you may have with our Ample Storage West Smithfield project.

Sincerely,


Terry Wethington

Town of Smithfield
Conditional Use Permit Application
Finding of Fact / Approval Criteria

Application Number: CUP-17-04 **Name:** Ample Storage

Request: Applicant seeks a CUP for a mini-storage facility on property located within a B-3 zoning district.

The Smithfield Planning Board shall recommend and the Town Council of the Town of Smithfield shall decide the matter of this Conditional Use Permit Application by motion and vote on each of the following four findings of fact. Any motion to find against the application must be supported by statement of specific reasons or conclusions reached in support of the motion.

1. Finding One of Four:

Circle One

A. Approval:

Based on the evidence and testimony presented it is the finding of the **Town Council** that the application, if approved, will not materially endanger the public health or safety if located where proposed and developed according to the plans as submitted and approved or is approved with the following stated conditions.

The proposed use is for a self-storage facility. The two lots will be recombined to create two large lots. The existing driveway entrances will be maintained and there will be no additional driveways. The proposed facility will include four enclosed buildings and two T-Sheds. The facility will be fenced and a 35' landscape buffer will be provided between it and the R-8 zoning to the west. Self-storage generates significantly less traffic than the previous uses which were fast food and a mobile home sales lot. The proposed use will not endanger public health, safety or general welfare.

B. Denial: (If denied, must include facts supporting denial)

Based on the evidence and testimony presented it is the finding of the **Town Council** that the application, if approved, will materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved for the following stated reasons: (Applicant fails to meet the criteria for approval.)

The application, if approved, will materially endanger the public health or safety if located where proposed and developed according to the plan as submitted because the applicant has failed to submit a site plan with adequate detail to determine if

storm water, landscaping, lighting, and utilities and all other development standards can and will be met.

2. Finding Two of Four:

Circle One

A. Approval:

Based on the evidence and testimony presented it is the finding of the **Town Council** that the application, if approved, meets all required specifications and conforms to the standards and practices of sound land use planning and the Town of Smithfield Unified Development Ordinance or other applicable regulations or is approved with the following additional stated conditions.

The proposed facility will be designed to meet all Town of Smithfield standards and specifications.

B. Denial: (If denied, must include facts supporting denial)

Based on the evidence and testimony presented it is the finding of the **Town Council** that the application, fails to meet all required specifications or fails to conform to the standards and practices of sound land use planning and the Town of Smithfield Unified Development Ordinance or other applicable regulations in the following ways or for the following reasons:

The application, if approved, will materially endanger the public health or safety if located where proposed and developed according to the plan as submitted because the applicant has failed to submit plan with adequate detail to determine if storm water, landscaping, lighting, utilities and all other development standards can and will be met.

3. Finding Three of Four:

Circle One

A. **Approval:**

Based on the evidence and testimony presented it is the finding of the **Town Council** that the application, if approved, will not substantially injure the value of adjoining or abutting property and will not be detrimental to the use or development of adjacent properties or other neighborhood uses or is approved with the following additional stated conditions.

The property to the north of this site is an existing strip mall. A landscape buffer will be provided between the self-storage and the strip mall. The property to the west is vacant and zoned R-8. A 35' landscaped buffer will be provided between this site and the R-8. A 35' landscaped buffer will be provided between this site and the R-8 property. When the lots are recombined, lot number 2 will be left vacant for future development.

B. **Denial: (If denied, must include facts supporting denial)**

Based on the evidence and testimony presented it is the finding of the **Town Council** that the application, if approved, will substantially injure the value of adjoining or abutting property and/or will be detrimental to the use or development of adjacent properties or other neighborhood uses in the following ways or for the following reasons.

It is unlikely that an valid argument can be made, using substantial evidence from a competent witness, that the proposed ministorage facility will be detrimental to the value of adjoining or abutting properties and therefore should not be used as a basis for denial.

4. Finding Four of Four:

Circle One

A. **Approval:**

Based on the evidence and testimony presented it is the finding of the **Town Council** that the application, if approved, would not adversely affect the adopted plans and policies of the Town of Smithfield, or violate the character of existing standards for development of the adjacent properties or is approved with the following additional stated conditions.

The area currently has a mix of commercial uses including a strip mall, fast food, gas station/mini mart and an office building. The Comprehensive Growth Management Plan calls for Commercial use on this site with a buffer to the west and south. A 35' buffer will be provided to the west on Lot 1. The future development on Lot 2 will address the buffer to the south. The proposed self-storage facility will have a brick facade on the faces adjacent to the right-of-way. This will be aesthetically pleasing and will blend, and perhaps improve, the overall look of the area. The T-Sheds will be at the rear of the site and will not be visible from the right-of-way.

B. **Denial: (If denied, must include facts supporting denial)**

Based on the evidence and testimony presented it is the finding of the **Town Council** that the application, if approved, would adversely affect the adopted plans and policies of the Town of Smithfield, or violate the character of existing standards for development of the adjacent properties in the following ways or for the following stated reasons: (Applicant fails to meet the criteria necessary for approval.)

The applicant has submitted a site plan that can and will meet all development regulation and is consistent with the recommendations of the Comprehensive Land Plan which calls for commercial use at the proposed location.

5. Once all findings have been decided one of the two following motions must be made:

Motion to Approve: *Based upon satisfactory compliance with the above four stated findings and fully contingent upon acceptance and compliance with all conditions as previously noted herein and with full incorporation of all statements and agreements entered into the record by the testimony of the applicant and applicant's representative I move to recommend approval of Conditional Use Permit Application # CUP-17-04*

Motion to Deny: *Based upon failure to meet all of the above four stated findings and for reasons stated therein, I move to recommend denial of Conditional Use Permit Application # CUP-17-04 for the following stated reason:*

6. Record of Decision:

Based on a motion and majority vote of the Town of Town Council for the Conditional Use Permit Application Number CUP-17-04 is hereby:

_____ approved upon acceptance and conformity with the following conditions; or,

_____ denied for the noted reasons.

Decision made this ____ day of _____, 20__ while in regular session.

M. Andy Moore, Mayor

ATTEST:

Shannan L. Williams, Town Clerk

DRAFT
Smithfield Planning Board Minutes
Thursday, April 6, 2017
6:00 P.M., Town Hall, Conference Room

Members Present:

Chairman Stephen Upton
Vice-Chairman Daniel Sanders
Teresa Daughtry
Jack Matthews

Members Absent:

Ashley Spain
Gerald Joyner
Mark Lane

Staff Present:

Mark Helmer, Senior Planner
Julie Edmonds, Administrative Assistant
Shannan Williams, Town Clerk

Staff Absent:

CALL TO ORDER

APPROVAL OF MINUTES FROM March 2, 2017.

Teresa Daughtry made a motion, seconded by Daniels Sanders to approve the minutes as written.
Unanimous.

Public Hearings:

After all persons given testimony were duly sworn, Mr. Upton opened the public hearing.

Mr. Upton reminded the Board the next Town Council meeting will be held May 2, 2017 at 7:00 p.m.

CUP-17-04 Ample Storage:

Mr. Helmer stated the applicant is requesting a conditional use permit to allow for a mini-storage facility on a 4.31 acre tract of land located within a B-3 (Business) zoning district. The property considered for approval is located on the west side of US 70 Highway Business approximately 150 feet south of its intersection with Wilson's Mills Road. The property is further identified as Johnston County Tax ID# 15077011C and a portion of 15078199K.

Mr. Helmer stated the applicant is will be required to recombine the existing parcels prior to site plan approval. Mr. Helmer stated the proposed mini-storage facility will be comprised of 7 buildings totaling approximately 87,000 square feet of enclosed and partially enclosed storage space. The site includes an administrative office towards the front of the complex and one residential unit for around the clock on-sight management. All proposed buildings are situated near the perimeter of the property with solid walls tying each building together creating a secured perimeter. A fence will provide security near the rear property line. The property will be gated and monitored using the latest video surveillance technology.

Access to the site from West Market Street is proposed by two existing driveways. An NCDOT approved driveway permit will be required prior to site plan approval. ADA accessible sidewalks will be required at this site. Utilities exist within the right-of-way of West Market Street top include a 12" gravity sewer main and a 12" water main. Duke Progress Energy will provide electric to this development. A storm water facility is not shown on the plan. If it is determined that more than ½ acre

of additional impervious surfaces are added to the site, a storm water management facility will be required. Landscape yards are shown on the plan and include a 15 foot street yard, 8 foot side transition yards, and a 35 foot planted landscape buffer in the rear of the facility. No interior landscaping is proposed at this time.

Mr. Helmer stated there does not appear to be any environmentally sensitive areas on the property considered for a Conditional Use Permit to include flood plains or designated wetlands. There is a deep ditch that runs parallel to the northern property line between the proposed facility and the Food Lion shopping center. To the west of the subject property is residential and office institutional zoning districts and includes senior citizen care facilities and other multi-family developments. The property adjacent to and south of the subject property will remain undeveloped. To the east is a single family dwelling and an existing church.

Mr. Helmer stated the proposed mini-storage facility is consistent with the recommendations of the Comprehensive Growth Management Plan which calls for commercial uses near the intersection of West Market Street and Wilson's Mills Road. Mr. Helmer stated the mini-storage facility is a permitted use within B-3 (Business) zoning district with a valid conditional use permit. All applicable development regulation to include parking, access, landscaping, and storm water regulations can and will be met prior to site plan approval and issuance of a valid zoning permit. A mini-storage facility at this location should not pose a compatibility issue with surrounding land uses providing required on-site parking is constructed and required landscaping and buffers are installed as per the Town of Smithfield Unified Development Ordinance. The proposed mini-storage facility will qualify for wall and ground signs on the West Market Street side of the property. High-rise signs are not permitted and the applicant has agreed to remove the old Wendy's high-rise sign.

The Planning Department recommends approval of the request for a conditional use permit to allow for a mini-storage facility on a 4.31 acre tract of land and located within the B-3 (Business) zoning district.

The Planning Board is requested to review the petition for a mini-storage facility on property within a B-3 zoning district and make a recommendation to Town Council in accordance with the finding of fact for a conditional use permit.

Chairman Upton stated that the applicant has submitted a plan that does not show a storm water detention facility and he is aware of flooding that has recently occurred downstream from the proposed project. Mr. Upton requested the applicant provide a detailed soils report documenting the imperviousness of the soils.

Mr. Helmer stated that properties to the west of the subject property have suffered from flooding due to Hurricane Mathew. Staff noticed that the pipe located at Skyline Drive just downstream from subject property was very close to overtopping the road during the last storm event. Staff said that it would be prudent for the applicant to provide additional information documenting that negative impacts to adjacent properties do not occur.

Mrs. Daughtry made a motion that the applicant check into the storm water issue. The motion was seconded by Mr. Sanders.

Mrs. Daughtry asked what is going to be the buffer in the back.

Mr. Helmer stated the plan shows the buildings acting as a wall.

Mrs. Daughtry asked if the wall should be before or behind the landscape.

Mr. Helmer stated you would want the landscape in front of the wall.

Mrs. Daughtry asked how high the wall would be.

Mr. Helmer stated that the applicant Mr. Wethington could best answer that question.

Mr. Sanders asked if there would be a second driveway.

Mr. Helmer stated yes basically the existing driveways are there. NCDOT is not requesting any additional improvements to the driveways or turn lanes. The driveways will exist where traffic can pull in and park. The shared driveway will serve both properties.

Mrs. Daughtry asked if the shared driveway was for future use on the rest of the tract.

Mr. Helmer stated it is a separate standalone tract that can be developed separately.

Mr. Sanders asked if the shrubbery would be on the main driveway.

Mr. Helmer stated the applicant is showing a planting street yard. The planning department will make sure the applicant plants to code and make sure they select appropriate sized plants.

Mr. Sanders asked what the parking facilities were going to be.

Mr. Helmer stated it's a low traffic generator as far as the administrative offices. Most people will have access to the facility when they arrive they will come into the facility. The driveway widths are designed such that a vehicle could be backed up to a doorway and still room for a vehicle to get around. The parking in front of facility can be used by employees or visitors. There are seven spaces there and one being a handicap accessible space.

Mr. Sanders asked if we have gotten any feedback from the rest home.

Mr. Helmer stated that given the recent flooding downstream, additional information would be helpful.

Mr. Upton opened the floor up to the applicant to come before the board to be asked questions.

Mr. Wethington wanted to address the perimeter security in the very back of the facility. He stated the facilities intentions are to use 6 foot high black poly chain link fence, with barbed wire at the top. There will be walls between the other buildings forming the secure perimeter.

Mr. Wethington said that providing a soil analysis would not be a problem and if is determined that a storm water detention facility is to be required that the project will do so.

Being no further questions, Teresa Daughtry made a motion to close the case; Stephen Upton closed CUP-17-04.

Mrs. Daughtry made a motion to approve CUP-17-04 and the finding of the fact seconded by Jack Matthews. Unanimous

The Smithfield Planning Board shall recommend and the Town Council of the Town of Smithfield shall decide the matter of this Conditional Use Permit Application by motion and vote on each of the following four findings of fact.

- 1. Based on evidence and testimony presented it is the finding of the Planning Board that the application, if approved, will not materially endanger the public health or safety if located where proposed and developed according to the plans as submitted and approved or is approved with the following stated conditions.**

The proposed use is for a self-storage facility. The two lots will be recombined to create two large lots. The existing driveway entrances will be maintained and there will be no additional driveways. The proposed facility will include four enclosed buildings and two T-sheds. The facility will be fenced and a 35' landscape buffer will be provided between it and the R-8 zoning to the west. Self-storage generates significantly less traffic than the previous uses which were fast food and a mobile home sales lot. The proposed use will not endanger public health, safety or general welfare.

- 2. Based on evidence and testimony presented it is the finding of the Planning Board that the application, if approved, meets all required specifications and conforms to the standards and practices of sound land use planning and the Town of Smithfield Unified Development Ordinance or other applicable regulations or is approved with the following additional stated conditions.** The proposed facility will be designed to meet all Town of Smithfield standards and specifications to include storm water detention facility if necessary.

- 3. Based on the evidence and testimony presented it is the finding of the Planning Board that the application, if approved, will not substantially injure the value of adjoining or abutting property and will not be detrimental to the use or development of adjacent properties or other neighborhood uses or is approved with the following additional stated conditions.**

The property to the north of this site is an existing strip mall. A landscape buffer will be provided between the self-storage and the strip mall. The property to the west is vacant and zoned R-8. A 35' landscaped buffer will be provided between this site and the R-8 property. When the lots are recombined, lot number 2 will be left vacant for future development.

- 4. Based on the evidence and testimony presented it is the finding of the Planning Board that the application, if approved, would not adversely affect the adopted plans and policies of the Town of Smithfield, or violate the character of existing standards for development of the adjacent properties or is approved with the following additional stated conditions.**

The area currently has a mix of commercial uses including a strip mall, fast food, gas station/mini mart and an office building. The Comprehensive Growth Management Plan calls for Commercial use on this site with a buffer to the west and south. A 35' buffer will be provided to the west on Lot 1. The future development on Lot 2 will address the buffer to the south. The proposed self-storage facility will have a brick facade on the faces adjacent to the right-of-way.

This will be aesthetically pleasing and will blend, and perhaps improve, the overall look of the area. The T-Sheds will be at the rear of the site and will not be visible from the right-of-way.

Based upon satisfactory compliance with the above stated four findings and fully contingent upon full incorporation of all statements entered into the record by the testimony of the applicant and applicant's representative;

Old Business:

No Report

New Business:

Annual Training

Quasi-Judicial decisions.

Jack Matthews made a motion to adjourn, seconded by Teresa Daughtry. Unanimous.

Submitted this 6th day of April, 2017.

Julie Edmonds
Administrative Assistant
Planning Department



PLANNING DEPARTMENT

Paul C. Emblar, Jr., Director

Notice Of Public Hearing

Notice is hereby given that the Town Council of the Town of Smithfield will conduct a public hearing during the course of their open meeting which starts at 7:00 P.M. on Tuesday, May 2, 2017 in the Town Hall Council Chambers located at 350 East Market Street to consider the following requests:

CUP-17-04 Ample Storage: The applicant is requesting a conditional use permit to allow for a mini-storage facility on a 4.31 acre tract of land located within a B-3 (Business) zoning district. The property considered for approval is located on the west side of US 70 Highway Business approximately 150 feet south of its intersection with Wilson's Mills Road. The property is further identified as Johnston County Tax ID# 15077011C and a portion of 15078199K.

You have been identified as a property owner in the area specified above and are being advised of this meeting as you may have interest in this matter. You are welcome to attend; however, you are not required to in order for the Board to act on this request. Additional information may be obtained by contacting the Town of Smithfield Planning Department at 919-934-2116.

Adjacent Property Owners of
CUP-17-04

TAG	PIN	NAME1	ADDRESS1	CITY	STATE	ZIPCODE
15077011B	169413-04-4077	JOHNSTON COUNTY CEMETERY ASSOCIATION				00000-0000
15078199U	168400-94-8171	WINDSOR PLACE HOUSING, INC	P O BOX 1254	DUNN	NC	28335-0000
15080033	169409-05-8086	MARKET STREET INVESTMENTS	16930 W CATAWBA AVE	CORNELIUS	NC	28031-5639
15081003	169413-04-9824	SANDERS, LIONEL	126 HILL STREET	SMITHFIELD	NC	27577-0000
15081042	169413-04-8642	DODD, MARY HEIRS	109 CAMPBELL ST	SMITHFIELD	NC	27577-3301
15081002	169413-04-8824	MARKET STREET INVESTMENTS	16930 W CATAWBA AVE STE 205	CORNELIUS	NC	28031
15077011C	169413-04-5745	REALTY VANC LLC	263 WAGNER PLACE	MEMPHIS	TN	38103-3808
15077011D	168400-94-6668	PINE KNOLL DEVELOPMENT CO LIMITED PARTNERSHIP	P O BOX 1187	SMITHFIELD	NC	27577-0000
15078199K	169413-04-2581	GUY C LEE MFG CO	PO BOX 1457	SMITHFIELD	NC	27577-0000
15077012A	169413-04-2857	SMITHFIELD NC NG LLC	PO BOX 1929	EASLEY	SC	29641-0000
15077011F	168400-94-7433	HARBOR INCORPORATED	PO BOX 1903	SMITHFIELD	NC	27577-0000



PLANNING DEPARTMENT

Paul C. Emblar, Jr., Director

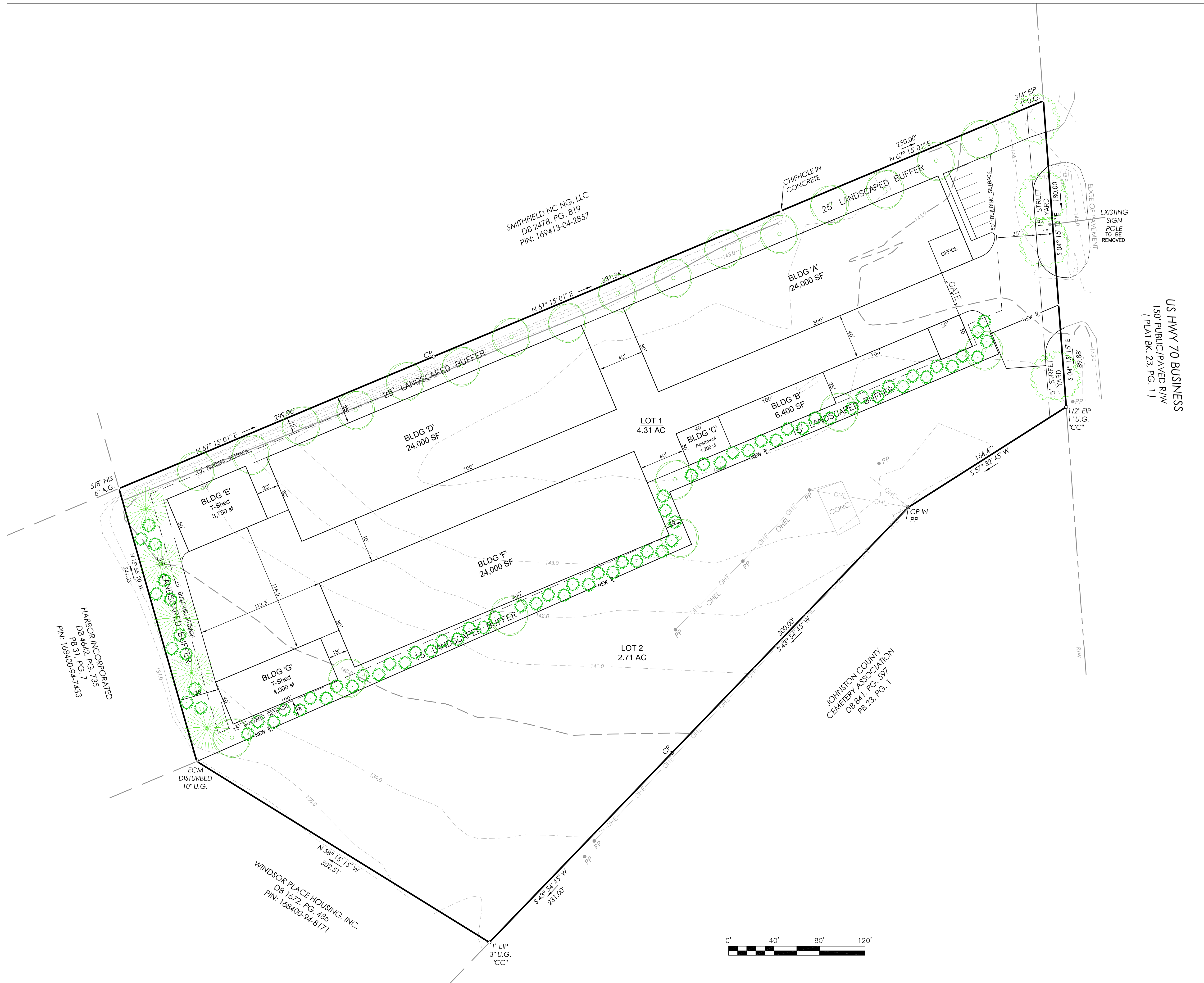
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All interested persons are encouraged to attend. To accommodate disabilities and to comply with ADA regulations, please contact the town office if you need assistance. Further inquiries regarding this matter may be directed to the Smithfield Planning Department at (919) 934-2116 or online at www.smithfield-nc.com.

Run "Legal Ad" in the Smithfield Herald on 4/19/17 and 4/26/17



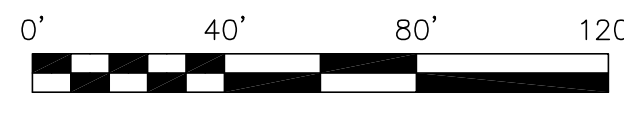
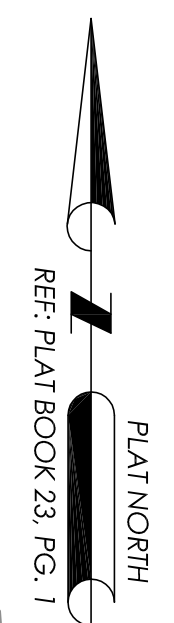
SMITHFIELD NC NG, LLC
 DB 2478, PG. 819
 PIN: 169413-04-2857

HARBOR INCORPORATED
 DB 4642, PG. 735
 PB 31, PG. 7
 PIN: 168400-94-7433

WINDSOR PLACE HOUSING, INC.
 DB 1672, PG. 486
 PIN: 168400-94-8171

JOHNSTON COUNTY
 CEMETERY ASSOCIATION
 DB 841, PG. 597
 PB 23, PG. 1

US HWY 70 BUSINESS
 150' PUBLIC/PAVED R/W
 (PLAT BK. 23, PG. 1)



NOT RELEASED FOR CONSTRUCTION

AMPLE STORAGE
 787 W. MARKET STREET
 SMITHFIELD, NC

REVISIONS

SITE PLAN

DWG NAME:
 AMPL HWY 70-3
 DRAWN:
 PDH
 CHECKED:
 CMS
 PLAN DATE:
 02/02/2017
 DATE ISSUED:
 03/02/2017
 SCALE: 1"=40'

CMS Engineering
 743 W. Johnson St., Suite C
 Raleigh, NC 27603
 PHONE: (919) 833-0830 FAX: (919) 833-1926
 EMAIL: info@cmsengineering.net

700 Block of West Market Street



Project Name:
Ample Storage

Proposed Use:
Mini Storage Facility

File Number:
CUP-17-04

Owner:
Lampe Management

Applicant:
Guy Lampe

Location:
Intersection of
West Market Street &
Wilson's Mills Road

Tax ID#
15077011C &
portion of
15078199K

Zoning District:
B-3

Map created by the
Mark E. Helmer, AICP
Senior Planner,
GIS Specialist
on 3/28/2017

1 inch = 50 feet



Results of Infiltration Testing Reverse Bore Hole Method



Average Infiltration Test Results
(All Tests Performed in the Upper 18 inches of the Subgrade Soils)

B-1	52 cm/hr	20.5 in/hr
B-2	0 cm/hr	0 in/hr
B-3	1 cm/hr	0.4 in/hr
B-4	4 cm/hr	1.6 in/hr
B-5	2 cm/hr	0.8 in/hr
B-6	8 cm/hr	3.1 in/hr
B-7	2 cm/hr	0.8 in/hr
B-8	1 cm/hr	0.4 in/hr

*Locations should be considered approximate

*All tests performed over a one hour time period

Not to Scale

TerraTech Engineers, Inc. (C-1356)
4905 Professional Court
Raleigh, NC 27609
919-876-9799

Project: 787 and 807 West Market Street Storage Facility
Smithfield, North Carolina

Lot 1 Area	187767 sf
PRE	
Buildings	3949 sf
Pavement	33390 sf
Packed Gravel	133195 sf
lawn	17233 sf
POST	
BUILDINGS	87350 sf
PAVEMENT	52493 sf
LAWN	47924 sf

Ample Storage Hwy 70 Smithfield																								
Lot 1 Area=	187,767 sf	4.31 ac																						
R/W Dedicated=	0 sf																							
Net Lot Area=	187,767 sf																							
Proposed Impervious=	139,843 sf																							
Pre & Post Stormwater Table																								
Storm Event	Pre condition	Post Condition	Discharge with Storage																					
2 Year Storm	12.91	18.89	0.97 cfs																					
10Year Storm	16.46	24.10	1.23 cfs																					
<table border="0"> <tr> <td>Drainage Area=</td> <td>4.31 ac</td> <td></td> <td></td> </tr> <tr> <td>l₂=</td> <td>5.59 in/hr</td> <td>Q₂Pre= 12.91</td> <td><u>Increase</u></td> </tr> <tr> <td>h₁₀=</td> <td>7.13 in/hr</td> <td>Q₂Post= 18.89</td> <td>46.4%</td> </tr> <tr> <td>CPRE=</td> <td>0.54</td> <td>Q₁₀Pre= 16.46</td> <td></td> </tr> <tr> <td>CPOST=</td> <td>0.78</td> <td>Q₁₀Post= 24.10</td> <td>46.4%</td> </tr> </table>				Drainage Area=	4.31 ac			l ₂ =	5.59 in/hr	Q ₂ Pre= 12.91	<u>Increase</u>	h ₁₀ =	7.13 in/hr	Q ₂ Post= 18.89	46.4%	CPRE=	0.54	Q ₁₀ Pre= 16.46		CPOST=	0.78	Q ₁₀ Post= 24.10	46.4%	
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Required Storage Volume			
$Q_{10\text{ Pre}} =$	12.91 cfs		
$Q_p =$	18.89 cfs	10 Year Peak Inflow Post	
MPPR=	13.94 cfs	Maximum Permissible Release Rate	$Q_{10\text{ Pre}} * 1.08$
$T_p =$	300 seconds	Time to peak	5 min= 300 seconds
$S = (Q_p - \text{MPPR}) * T_p$			
S= 1486.12 cf			
ORIFICE EQUATION			
$Q = CDA\sqrt{2 * 32.2 * h}$			
Pipe diameter	Length Required	h=	2 ft
18 in	841 ft	Pipe Size=	12 in
24 in	473 ft	Q=	10.00 cfs
30 in	303 ft	CD=	0.59
36 in	210 ft	A=	0.79 ft ²

Consent Agenda Items



The Smithfield Town Council met in regular session on Tuesday, April 4, 2017 at 7:00 p.m. in the Council Chambers of the Smithfield Town Hall, Mayor M. Andy Moore presided.

Councilmen Present:

Marlon Lee, District 1
J. Perry Harris, District 2
Roger A. Wood, District 4
John A. Dunn, At-Large
Stephen Rabil, At-Large

Councilmen Absent

Emery Ashley, Mayor Pro-Tem
Travis Scott, District 3

Administrative Staff Present

Michael Scott, Town Manager
John Blanton, Fire Chief
Lenny Branch, Public Works Director
Ted Credle, Public Utilities Director
Paul Embler, Planning Director
Gary Johnson, Parks & Rec Director
Tim Kerigan, Human Resources/PIO
R. Keith Powell, Chief of Police
Greg Siler, Finance Director
Shannan Williams, Town Clerk

Present:

Bob Spence, Town Attorney

Administrative Staff Absent

Bill Dreitzler, Town Engineer

Mayor Moore informed the Public that Mayor Pro-Tem Ashley's father, Wallace Ashley, had passed away. He asked that everyone observe a moment of silence in remembrance of Mr. Ashley.

The invocation was given by Councilman Dun followed by the Pledge of Allegiance.

APPROVAL OF AGENDA:

Councilman Rabil made a motion, seconded by Councilman Dunn, to approve the agenda with the following amendments:

- Add Consent Agenda Item 10: Special Events at Smith Collins Park Saturday and Sundays for community games from 4pm- 9pm with amplified sound.
- Add Business Item 5: Inclusion Park and Miracle League Baseball Field Bid Award for Sitework/ Grading/Concrete
- Remove from Business Item 2: Budget Amendment 3.

Unanimously approved.

PRESENTATIONS:

1. Proclamation: Recognizing April 18th as Electrical Lineman Appreciation Day

Mayor Moore presented the following proclamation to Electrical Lineman Davis Thieman and Public Utilities Director Ted Credle.

**PROCLAMATION
ELECTRICAL LINEMEN APPRECIATION DAY
APRIL 18, 2017**

Whereas, the Town of Smithfield honors the profession of linemen, as this profession is steeped in personal, family and professional tradition; and

Whereas, electrical linemen are often first responders during storms and other catastrophic events, working to repair broken lines to make the scene safe for the citizens of the Town of Smithfield; as well as, other public safety workers; and

Whereas, electrical linemen work on the Town of Smithfield power lines 24 hours a day, 365 days a year, to keep the electricity flowing; and

Whereas, due to the danger of their work with thousands of volts of electricity high atop power lines, these linemen put their lives at risk every day for the citizens of the Town of Smithfield; and

Whereas, the U.S. Senate in 2013 first recognized the efforts of electrical linemen in keeping the power on and protecting public safety, and has designated the celebration of a National Linemen Appreciation Day.

Now, Therefore, I, M. Andy Moore Mayor of the Town of Smithfield along with the members of the Town Council, do hereby proclaim April 18, 2017 as "Electrical Linemen Appreciation Day"; and we call upon the citizens of the Town of Smithfield to recognize and appreciate the hard work, innovation and dedication that these public servants make every day to our health, safety, comfort, and quality of life.

2. Administering Oath of Office to Police Patrol Captain James Grady

Mayor Moore administered the Oath of Office to newly promoted Patrol Captain James Grady.

PUBLIC HEARINGS:

Town Clerk Shannan Williams administered affirmations to those that wished to offer testimony during the Public Hearings.

1. Conditional Use Permit Request by Linda Caulder (CUP-17-02)

Councilman Rabil made a motion, seconded by Councilman Harris, to open the Public Hearing. Unanimously approved.

Planning Director Paul Embler addressed the Council on a request by Linda Caulder. The applicant was requesting a conditional use permit to allow for a private nightclub on a .46 acre tract of land located within a B-2 (Business) zoning district. The property considered for approval was located on the west side of the North Brightleaf Boulevard approximately 260 feet north of its intersection with East Market Street. The property was further identified as Johnston County Tax ID# 15022007.

Planning Director Paul Embler has incorporated his entire record and provided it to Council in written form in the April 4, 2017 agenda packet.

The Planning Board, at its March 2, 2017 meeting, unanimously voted to recommend approval of the request for a conditional use permit to allow for a private club on property located within a B-2 (Business) zoning district.

The Planning Department recommended approval of the request for a conditional use permit to allow for a private club providing the a site plan showing adequate on-site parking, landscaping and buffering are approved and constructed prior to operating as a private club.

Mayor Moore asked if the applicant was in agreement with the testimony provided by Mr. Embler. The applicant, Linda Caulder, responded she was in agreement with the testimony offered by Mr. Embler.

Mayor Moore asked if there were any comments/questions from those that had been duly affirmed to offer testimony. There was none.

Mayor Moore asked if there were any questions from Council.

Councilman Harris questioned if the driveway and parking would be paved. Mr. Embler responded that the driveway and parking lot would be paved.

Councilman Harris made a motion, seconded by Councilman Rabil, to close the Public Hearing. Unanimously approved.

The Written Finding of Facts

Town Council of the Town of Smithfield decided the matter of the Conditional Use Permit Application by motion and vote on each of the following four findings of fact.

Councilman Harris made a motion, seconded by Councilman Wood, to vote in the affirmative to all of the below Finding of Facts. Unanimously approved.

- **Finding One of Four : Agree**

Based on the evidence and testimony presented it is the finding of the Town Council that the application will not materially endanger the public health or safety if located where proposed and developed according to the plans as submitted and approved or is approved with the following stated conditions.

A private club at this location should not material endanger the public health, welfare and safety providing adequate on-site parking is made available behind the principle structure. Assembly and parking between the front of the building and the right-of-way will be eliminated and safety margins maintained through the reduction of impervious surfaces and the planting of a landscaped street yard adjacent to North Brightleaf Boulevard.

- **Finding Two of Four: Agree**

Based on the evidence and testimony presented it is the finding of the Town Council that the application meets all required specifications and conforms to the standards and practices of sound land use planning and the Town of Smithfield Unified Development Ordinance or other applicable regulations or is approved with the following additional stated conditions.

A private club at this location is considered a change in use and requires the site to come into compliance with current development standards as much as practical. The site plan as proposed will meet current minimum parking standards and will provide transition and street yards as required by the Town of Smithfield Unified Development ordinance.

- **Finding Three of Four: Agree**

Based on the evidence and testimony presented it is the finding of the Town Council that the application will not substantially injure the value of adjoining or abutting property and will not be detrimental to the use or development of adjacent properties or other neighborhood uses or is approved with the following additional stated conditions.

A private club at this location will not substantially injure the value of adjacent properties providing the building and property is rehabilitated and brought to current development standards as much practical.

- **Finding Four of Four: Agree**

Based on the evidence and testimony presented it is the finding of the Town Council that the application would not adversely affect the adopted plans and policies of the Town of Smithfield, or violate the character of existing standards for development of the adjacent properties or is approved with the following additional stated conditions.

A private club at this location will not adversely affect any adopted plans or policies of the Town of Smithfield and a comprehensive rehabilitation of the site will bring additional needed improvements near the intersection of Brightleaf Boulevard and Market Street.

Record of Decision: Approval of Conditional Use Permit Request (CUP-17-02)

Councilman Harris made a motion, seconded by Councilman Rabil, based upon satisfactory compliance with the above four stated findings and fully contingent upon acceptance and compliance with all conditions as previously noted herein and with full incorporation of all statements and agreements entered into the record by the testimony of the applicant and applicant's representative moved to recommend approval of Conditional Use Permit Application # CUP-17-02. Unanimously approved.

2. Zoning Text Amendment Request by Rob's Hydraulics (ZA-17-02)

Councilman Rabil made a motion, seconded by Councilman Harris, to open the Public Hearing. Unanimously approved.

Planning Director Paul Emblar addressed the Council on a request by Rob's Hydraulics. The applicant was requesting an amendment to the Town of Smithfield Unified Development Ordinance, Article 10, Table of Permitted Uses to allow for contractors with equipment yards as an administratively approved use by right within the B-3 (Highway Entrance Business) and LI (Light Industrial) zoning districts.

Mr. Emblar explained the applicant has requested the expanded use of, and a streamlined process for, contractors with outdoor storage yards. Currently, contractors with outdoor storage yards are only permitted with the HI (Heavy Industrial) zoning district as a staff approved use by right. Expanding contractors with storage yards to the B-3 (Business) and LI (Light-Industrial) will create opportunity for additional businesses and jobs within and around the city. Contractors with outdoor storage within the B-3 (Business) and (LI) Light Industrial zoning district will be required to meet Article 17, Landscape and Buffer Requirements, Section 17-3: (E) Screening of Dumpsters, Junkyards and Outdoor Storage Areas.

Mayor Moore asked if there was anyone in the audience that wished to speak on the matter. There were none.

Mayor Moore asked if there were any questions or comments by Council. There were none

Councilman Rabil made a motion, seconded by Councilman Wood, to close the Public Hearing. Unanimously approved.

Councilman Harris made a motion, seconded by Councilman Wood, to approve Ordinance #490 amending the UDO Article 10. Unanimously approved.

**ORDINANCE #490
TO AMEND THE TOWN OF SMITHFIELD UNIFIED DEVELOPMENT ORDINANCE,
ARTICLE 10, TABLE OF PERMITTED/CONDITIONAL USE DISTRICTS,
CONTRACTORS WITH STORAGE YARDS**

BE IT ORDAINED by the Town Council of the Town of Smithfield that Article 10, Section 10-1, Table of Permitted/Conditional Use Districts, is hereby amended to allow for the contractors with storage yards as a use by right within the B-3 (Highway Entrance Business) LI (Light Industrial) and HI (Heavy Industrial) zoning districts and shall read in its entirety as follows:

ARTICLE 10. TABLE OF PERMITTED / CONDITIONAL USE DISTRICTS																	
PERMITTED USES	ICS*	R-6	R-8	R-10	R-20A	R-MH	PUD**	RHO***	O/I	B-1	B-2	B-3	ECOD***	LI****	HI****	AD	O/S
CONTRACTORS, BUILDING (with storage yard)												<u>P</u>		<u>P</u>	P		
CONTRACTORS, EQUIPMENT, (with storage yard)												<u>P</u>		<u>P</u>	P		
CONTRACTORS, HEAVY CONSTRUCTION (with storage yard)												<u>P</u>		<u>P</u>	P		

CITIZENS' COMMENTS:

- Mayor Moore introduced William Gaskins of Boy Scout Troop 77. William explained that he was attending the meeting in order to receive his badge in communications.

CONSENT AGENDA:

Councilman Harris made a motion, seconded by Councilman Rabil, to approve the following items as listed on the Consent Agenda:

1. Approved the following Minutes:

March 7, 2017 – Regular Meeting
 March 7, 2017 – Closed Session

2. Special Event – Tent Revival: Approval was granted to allow Greater Vision Worship Center to conduct an annual tent revival to be held June 18th – 24th from 6:30 pm until 9:30 pm at the church located at 720 2nd Avenue.
3. Special Event – Tent Revival: Approval was granted to allow Blessed By God Ministries to conduct a tent revival to be held April 26th – 28th from 7:30 pm until 10:00 pm at the church located at 906 Blount Street.
4. Special Events – DSDC Sponsored Events: Approval was granted to allow the Downtown Smithfield Development Corporation to conduct the following events:
 - Downtown Smithfield Wine Walks to be held on April 21st and November 17th – These events do not require street closures and alcohol will be consumed in the buildings.
 - Ham and Yam Festival to be held on May 6th all streets will reopen no later than 11:59 pm on Saturday, May 6th.
 - Street Closure: Friday, May 5th 12:00 pm - Front Street from Johnston Street to Market Street
 - Street Closures: Friday, May 5th at 11:00 pm - Church Street from Second Street to Front Street, Second Street from Market Street to Church Street, Third Street from Market Street to Church Street and Johnston Street from Front Street to Third Street
 - Rhythm and Brews Concert Series to be held on June 16th and September 15th from 5:00 pm until 11:00 pm located in the 100 block of South Third Street. DSDC requested that the sale and consumption of alcohol be permitted in the event area and the street closure of the 100 block of South Third Street.
 - Annual Independence Day Celebration to be held on July 2nd

- Street Closure: Sunday, July 2nd 12:00 pm - Third Street from Market Street to Johnston Street.
 - Street Closure: Sunday, July 2nd 5:00 pm - Johnston Street from Second to Fourth Street and Third Street from Johnston Street to Church Street.
 - Christmas Tree Lighting to be held on December 7th from 5:00 p.m. until 10:00 p.m. Street closure of the 100 block of North Third Street.
5. Approved the 5% promotion increase for a new Captain in the Fire Department.
 6. Approved the 5% promotion increase for the new Engineer in the Fire Department.
 7. Approved the North Carolina Eastern Municipal Power Agency (NCEMPA) Renewable Energy and Energy Efficiency Portfolio Standards (REPS) set forth in Senate Bill 3.
 8. Advisory Board Appointments
 - Carter Rabil was appointed to serve a first term on the Historic Properties Commission.
 - Carter Rabil was appointed to serve a first term on the Appearance Commission
 - David Johnson was appointed to serve a first term in the Board of Adjustment as an in town resident.

9. New Hire Report

<u>Filled Position</u>	<u>Department</u>	<u>Budget Line</u>	<u>Rate of Pay</u>
Sanitation Worker	PW – Sanitation	10-5800-0200	\$10.75/hr (\$22,360.00/yr.)
Facility Maintenance Spec.	PW – Appearance	10-5500-0200	\$10.75/hr (\$22,360.00/yr.)

<u>Current Vacancies</u>	<u>Department</u>	<u>Budget Line</u>
Police Officer	Police	10-5100-0200
Water Plant Operator I	PU – Water Plant	30-7200-0200

10. Special Event – Marlon Lee: Approval was granted to allow community games to be held at Smith Collins Park on Saturdays and Sundays from 4:00 pm until 9:00 pm from April – September. There will be amplified sound.

Unanimously approved.

BUSINESS ITEMS:

1. Bid Award and Contract Approval to Garris Grading & Paving in the amount of \$300,000.00 for the FY 2016 – 2017 Street Resurfacing Project

Public Works Director Lenny Branch addressed the Council on the FY 2016-2017 street resurfacing project. Mr. Branch explained the project consists of 17 streets that will receive a 1” ½ overlay. Three of the streets will require to be milled down a 1” ½ below the gutter line before paving can be done. Approximately 1.53 mile of city streets will be paved. The Powell Bill fund has \$300,000 in the FY16/17 budget for street resurfacing. Fourteen (14) BID packets for the project were sent out to area contractors. Proposals were received from the following four companies:

- Garris Grading & Paving \$334,727.82
- Turner Asphalt \$335,656.17
- James Paul Edwards \$372,995.54
- Barnhill Contracting \$473,042.53

The contract allows the Town the right to increase or decrease the various amounts of work up to 25% with no increase in unit pricing. The Public Works Department request to remove two streets from the

2016 – 2017 Resurfacing Project in order to stay within budget. Staff recommends awarding the 2016 – 2017 Resurfacing Project to the lowest bidder Garris Grading and Paving. Staff also recommends removing two streets from the 2016 – 2017 Resurfacing Project to allow the Public Works Department to stay within the budget amount of 300,000.00 in the Powell Bill fund. The fifteen streets to be resurfaced are as follows:

- S Second ST E Davis Street E Rose Street
- Caswell ST N 5th Street N 4th Street
- Bridge ST N 4th Street N 5th Street t
- N 5th ST Caswell Street Hancock Street
- S 5th ST Johnston Street Market Street
- Front ST Johnston Street Market Street
- E Holt ST S 5th Street South Bright Leaf
- S Second ST Sanders Street Wellons Street
- S Crescent Bingham Street Sanders Street
- W Holding ST Crescent Street Walnut Drive
- E Holt S 4th Street S 5th Street
- Broadway Ward Street Martin Street
- Martin Luther King Dr. Collier Street Lemay Street
- Martin Luther King Lemay Street Fuller Street
- Martin Luther King Dr. Fuller Street Harris Street

Councilman Harris stated that the Town has an ongoing program for street paving. Staff recently reevaluated it. Mr. Branch explained that he and the contract engineer looked at the current street report and compared it to the actual condition of the streets. Those streets were then prioritized based on the current condition and appropriate changes were made. Mr. Branch informed the Council that he will be making a request in the upcoming budget for a new street resurfacing study.

Councilman Harris made a motion, seconded by Councilman Rabil, to award the bid to Garris Grading and Paving in the amount \$300,000.00 and to approve the fifteen streets recommended by staff. Unanimously approved.

2. Approval of Budget Amendments

Finance Director Greg Siler addressed the Council on two budget amendments. Mr. Siler explained that the first budget amendment was to move \$13,000 from the streets line item 10-5600-3500 to the Powell Bill line item 10- 5700-3501 for proper accounting of beaver relocation costs. The second budget amendment was to adjust the revenue line item 10-3420-0002 Motor Vehicle Accident (MVA) Cost Recovery to account for \$54,385 recently received for the Town’s response to the HAZ-Mat incident on I-95 on October 19, 2016.

Councilman Harris made a motion, seconded by Councilman Rabil, to approve the budget amendments. Unanimously approved.

<u>GENERAL FUND</u>	<u>BEFORE</u>	<u>ADJ.</u>	<u>AFTER</u>
1. Expenditure			
10-5600-3500 Streets - Drainage	\$ 37,000	\$ (13,000)	\$ 24,000
10-5700-3501 Powell Bill - Contract Serv./Right-A-Way	<u>\$ 3,225</u>	<u>\$ 13,000</u>	<u>\$ 16,225</u>
	<u>\$ 40,225</u>	<u>\$ -</u>	<u>\$ 40,225</u>
To move beaver relocation cost to right department and expense line			
2. Revenue			
10-3420-0002 MVA Cost Recovery	<u>\$ 4,000</u>	<u>\$ 54,385</u>	<u>\$ 58,385</u>

Expenditure

10-5300-0250 Fire - Overtime	\$ 6,200	\$ 25,000	\$ 31,200
10-5300-3100 Fire - Vehicle Supplies	\$ 29,000	\$ 9,542	\$ 38,542
10-5300-3502 Fire - C.S./Agency Hazmat	\$ -	\$ 19,843	\$ 19,843
	<u>\$ 35,200</u>	<u>\$ 54,385</u>	<u>\$ 89,585</u>

To fund I95 accident on 10/19/2017 with Insurance reimbursement proceeds

3. Discussion Concerning Lake Park Circle

Town Manager Michael Scott addressed the Council on a request from the Home Owners Association of Lake Park Circle. The Town Manager explained the Home Owners Association of Lake Park Circle approached the Town of Smithfield and requested the Town assume ownership of the road that travels through the subdivision. The street, Lake Park Circle, is a two lane street that culminates in a cul-de-sac at the end. The street is approximately fourteen years old and is currently the responsibility of the Home Owners Association. The subdivision and street are within the Town limits of Smithfield within District 1, and the properties located on Lake Park Circle pay Smithfield Property taxes. During the construction of Lake Park Circle, the developer chose not to conform to the Town of Smithfield's set back requirements for assuming the road, thus requesting subdivision approval with the understanding the street would be privately maintained. GeoTechnologies completed a series of borings to identify the condition of Lake Park Circle, as well as, made a recommendation as to the Town's feasibility of assuming responsibility and ownership of the road. Several areas were identified as needing repairs prior to the Town assuming any liability over the street. The Home Owners Association agreed to make these repairs, consistent with the recommendation of GeoTechnologies, prior to the Town assuming responsibility for the street. Because of the decreased setbacks, the Town of Smithfield does not want to be placed into a position where it is becoming responsible for areas adjacent to the street that is currently the responsibility of the home owners association, or the adjacent property owner. Should the Town elect to assume control and ownership over the roadway following the required repairs made by the Home Owners Association, the Town should require an agreement with the Home Owners Association explaining the Town's responsibility does not extend into the areas outside of the street surfaces and curb and gutter.

Councilman Harris inquired if the Town had a policy in place to address this issue. The Town Manager responded that there was no policy in place, but staff did the research to conclude if taking over the road was feasible. The Town does not want to take over a road that is in need of immediate repairs.

The Town Manager also informed the Council that there is a stormwater pond on site that the Town will not be assuming any of the responsibility.

Councilman Wood questioned the advantages for the Town to assume this road. The Town Manager responded that there are no economic advantages to taking over the road. It is a just a manner if the Town feels they have a responsibility to take it over as a service to the tax payers that reside on Lake Park Circle.

Councilman Harris stated that Clayton has a policy whereby they take control of a road after five years. He suggested the Town consider a policy such as the one Clayton has in place.

Public Works Director Lenny Branch informed the Council that staff's normal procedure is to ensure that the road is constructed to Town standards which the minimum requirements are eight inches of base and two inches of asphalt. Mr. Branch explained that the home owners association is willing to make the recommended repairs if the Town agrees to accept the road.

Town Attorney Bob Spence stated that the issue of the setback is really not an issue. Mayor Moore responded that the only reason why the road was not accepted was because of the setback.

Councilman Harris asked that he be recused from the vote due to a family member being the developer of the subdivision.

Councilman Wood made a motion, seconded by Councilman Dunn, to recuse Councilman Harris from voting on the matter due to a potential conflict of interest. Unanimously approved.

Dr. Dennis Coffey of 205 Lake Park Circle addressed the Council on this request. Dr. Coffey explained that five additional houses have been built and grading has been completed for four more houses on Lake Park Circle. He explained that the street would have thirty-two houses each worth over \$200,000 which equates to \$6.4 million in tax base. The homeowners on this street pay \$36,000 in taxes to the Town of Smithfield each year. Dr. Coffey further explained that while the Town will not make money taking in the street, it will not cost the Town any money for quite some time because they homeowners association will be repairing the street. Dr. Coffey asked the Council how many other streets in Smithfield are there with thirty-two owner occupied houses that are not sending children to school and do not call the Police. Dr. Coffey stated that the Council would not be doing something to invest their money for a return, but they would be doing something because it was the right this to do for Smithfield citizens. He explained the taxes paid by the residents covered the cost of any road repairs.

Councilman Rabil made a motion, seconded by Councilman Dunn, to accept Lake Park Circle as a Town Maintained street once the road has been repaired and an agreement between the Town and the Homeowners Association has been executed. Unanimously approved.

4. Discussion Concerning Property Code Violations

Town Manager Michael Scott addressed the Council on property code violations in the Town. The Town Manager explained that at the March Town Council meeting, Councilman Lee and Tony Nixon brought to everyone's attention code violations in the East Smithfield District. A meeting was scheduled and was attended by the Planning Department, Code Enforcement Officer, Town Manager, Town Attorney, and Councilmen, Rabil, Harris and Lee to discuss an action plan to evaluate and bring into compliance several properties throughout Smithfield that have major code violations. The Town had already identified two car lots in town that had major code violations. These car lots are coming into compliance. If compliance is not attained, further violations and fines will be issued, followed by recommended court orders to force the organizations into compliance. The Town's Code Enforcement Officer located 26 properties in District One that were in some form of unsafe condition. Of these properties approximately 33% are rental, while 66% are privately owned. Several of the property owners do not reside in state. Ten of these properties have been identified as requiring immediate attention. Code Violation letters have sent to the property owners. A series of three code violation letters will be sent with ten days observed between each letter. If the property owner does not take appropriate action, the Town Attorney will begin issuing fines through the Town's Code Enforcement Officer. If fines do not create compliance, the Town Attorney recommends the Town seek a condemnation order on the property, at which time the Town will have to demolish the building and place a lien on the property for the cost of the demolition. The Town Manager further explained that currently there is \$25,000 in the budget for condemnations and each condemnation costs between \$5,000 and \$10,000. The Town Manager informed the Council that there will be complaints and the Council would be the recipient of most of these complaints.

Councilman Harris explained that he and Councilman Lee traveled through District 1. There were a lot of properties that were not in compliance, but there are properties in all districts that are not in compliance. These properties detract from the overall appearance of Smithfield. A lot of the properties are owner occupied or owner inherited. Councilman Harris stated that these properties need to be cleaned up. He explained that his concern was if the owners of the properties were unable to bring the property into compliance due to possible financial hardships. Mr. Harris informed the Council that he had some conversations with people privately to help homeowners that are in need of assistance with their property. He will update the council at a later date on this matter. Mr. Harris stated that these properties should be categorized as those in need of demolition, those in need of repair and those that simply just need to be cleaned up. He explained that during the budget discussions the Council should consider increasing the budget amount so they can move forward and deal with the issues.

Town Manager Michael Scott responded that it is staff's goal to bring people into compliance and not to tear down homes or take possession of these homes. Staff is going to put property owners on notice that the Town is serious about properties being in compliance with the Town's standards.

Councilman Lee expressed his appreciation to Councilmen Harris and Rabil. He informed the Council that Ms. Alice King of the East Smithfield Improvement Organization was also present at the meeting. He explained that he had received some calls from the property owners. One such call was from Mack McDonald whereby he complained about the Town Attorney

Town Attorney Bob Spence responded that Mr. McDonald was contact regarding a condemned house and a mobile home on his property. He explained that in no way was he inappropriate or rude. He further explained that when letters are sent asking people to clean up their property, there will be complaints. We asked Mr. McDonald to remove the trailer from the property because it is his responsibility and should not be the responsibility of the Town. Mr. McDonald agreed to bring his property into compliance when everyone else brings their properties into compliance.

Councilman Harris stated that this was going to be very controversial and would make some people angry. He asked that everyone be treated professionally and with respect. Mr. Harris stated that the Town has not done its job in ensuring that residents are in compliance with the Town's code

Mayor Moore asked the Town Manager to put together a plan to determine how for the \$25,000 in the budget will go towards condemnation efforts. He also asked that as the Council discusses the budget, determine how the Town will deal with the properties.

Councilman Harris made a motion, seconded by Councilman Rabil, move forward with staff's plan of action with the guidance given by Council. Unanimously approved.

5. Bid Award and Contract approval to JP Edwards, Inc. for Sitework, Grading and Concrete at the Inclusion Park and Miracle League Baseball Field Bid

Town Manager Michael Scott addressed the Council on a bid award for sitework grading and concrete at the Inclusion Park and Miracle League baseball field. He explained in December, 2016, the Town received bids for the sitework, grading and concrete phase of construction for the Inclusion Park and Miracle League Baseball Field. Two bids were received:

- Professional Services Group, LLS \$399,999.99
- JP Edward, Inc. \$485,104.00

During the January 2017 Council Meeting, the Town Council awarded the contract to the low bidder, Professional Services Group, LLC. Subsequent to signing the contract, Professional Services Group, LLC asked to amend certain parts of the contract. These requested revisions were reviewed with the Town Attorney and the Town Engineer who determined the revisions were not in the best interest of the Town of Smithfield. Professional Services, LLC has since stated they are unable to enter into the contract in its present form. Due to this, the Town contacted the next lowest, responsible bidder, JP Edwards, who has stated they will honor their original bid. The Town Manager explained that although the bid from JP Edwards was higher, it was a more realistic bid and still within budget. He further explained that if he didn't bring this before the Council at this meeting, he was concerned that JP Edwards would be bidding other contracts and would be unable to perform any work for the Town. An estimated \$40,000 may be needed for undercut, but that can be absorbed in the Inclusion Park Miracle League baseball field budget.

Mayor Moore stated that with this bid, the project is within budget and most of the funds are in the form of grants or funds raised by the Partnership for Children and the Miracle League

Town Attorney Bob Spence stated that Professional Services, LLC made numerous and substantial changes to the contract that could cause the Town trouble later.

Councilman Harris made a motion, seconded by Councilman Rabil, to award the bid for sitework, grading and concrete to JP Edwards Inc. in the amount of \$485,104.00 with an additional \$40,000 for undercut. Unanimously approved.

Councilmembers Comments:

- Councilman Lee welcomed Mr. Rick High and explained that he was his basketball coach at Saint Augustine. He further explained that Mr. High is now in town doing work with Ida Morgan.
- Councilman Harris explained that when he got elected to the Town Council, someone suggested that he visit the “Amen Corner” at the McDonalds in West Smithfield and he did. There Councilman Harris recalled is where he became acquainted with Mr. Wallace Ashley. He stated that Mr. Ashley was a fine man and he was glad he got to know him. Councilman Harris further stated that Mr. Ashley and others like him was what has made Smithfield a wonderful place to live.
- Councilman Wood stated that Mr. Wallace Ashley was a really good man and a really good man to Councilman Wood’s family. Councilman Wood informed the Council that a former employee recently had a heart attack at the SRAC. He commended Lenny Branch, the SRAC staff and the first responders for saving Lynn Corbin’s life.
- Mayor Moore shared his memories of Mr. Wallace Ashley. He attributed his love for politics because he recalled Mr. Ashley and Mr. Lamm broadcasting live during the elections. He stated that Mr. Ashley was a great man that would be missed. Mayor Moore expresses his appreciation to Lenny Branch, the SRAC staff and first responders for their life saving efforts of Lynn Corbin. Mayor Moore reminded everyone of the ham and Yam Festival to be held on May 6th. Sara Edwards Executive Director of the DSDC informed the public that the 33rd annual Ham and Yam Festival would be held on May 6th from 9am -9pm. There will be more ham and yam food items, entertainment by local bands and the ultimate Eagle’s tribute band from 7 pm – 9pm. Mayor Moore questioned if Ms. Edwards had any information on the \$20,000 online parks and recreation grant. Ms. Edwards responded that it was an online grant where people could nominate their towns once day. The town with the most nominations would receive the \$20,000 grant. Councilman Harris questioned if the Ham and Yam Festival could revitalize the historic country ham contest or maybe include a BBQ cook off. Ms. Edwards responded that the DSDC would be happy to assist another agency that would like to undertake either one of those projects for the festival. Mayor Moore expressed his appreciation to the Council and staff that attended the Chick-Fil-A leadership basketball game held at SSS High School.

Town Manager’s Report:

Town Manager Michael Scott gave a brief update to the Council on the following items: He expressed his appreciation to all the volunteers of the Town.

- Johnson Park – New playground equipment installed with the remaining to be installed by the end of next week. He invited everyone to go and enjoy Johnson Park.
- Venture Drive – Staff believes that construction will begin my midweek next week, Public Works staff is contacting property owners on Venture Drive as to the schedule. The Town and the contractor will minimize the disruption to the property owners as best we can.
- Booker Dairy Road Project and Kelly Drive – Planning Director Paul Embler has been working hard with property owners and NCDOT to create an acceptable plan to complete Kelly Drive to Buffalo Road. The project will run parallel with the Booker Dairy Road Project.

Councilman Lee requested an update on the Family Life Center. Town Manager Michael Scott responded that the lien has been purchased by LS Financial out of Los Angeles and believes the Town and the LS Financial can agree to some type of an arrangement. Chief Powel and his staff has been cleaning the building.

Mayor Moore questioned the electric fund revenues because they are lower this year than last. Finance Director Greg Siler responded that while he does have some concerns, he feels that the revenue goal will be met. He attributed lower revenues to the rate reduction and the

unseasonably warm winter. Public Utilities Director Ted Credle responded that the Town fronted the cost for the Duke Energy charging stations which will be reimbursed. Also, there will be reimbursements from FEMA for damages caused by Hurricane Matthew.

- **Department Reports**

- A highlight of each department's monthly activities was given to the Council.

Closed Session: Pursuant to NCGS 143-318.11 (a)(5) to discuss potential property acquisition

Councilman Harris made a motion, seconded by Councilman Wood, to go into closed session pursuant to NCGS 143-318.11 (a) (5). Unanimously approved at 8:35 pm.

Reconvene in Open Session:

Councilman Harris made a motion, seconded by Councilman Rabil, to reconvene in open session. Unanimously approved at 9:10 pm.

Recess

Councilman Harris made a motion, seconded by Councilman Wood, to recess the meeting until April 20, 2017 at 6:30. The meeting will be held at the Offices of ElectriCities located at 1427 Meadow Wood Blvd, Raleigh, NC 27604. Unanimously approved.

The meeting recessed at approximately 9:11 pm.

M. Andy Moore, Mayor

ATTEST:

Shannan L. Williams, Town Clerk

The Smithfield Town Council continued the recessed April 4, 2017 regular meeting on Thursday, April 2, 2017 at 6:30 p.m. in the at 6:30 at the Office of ElectriCities located at 1427 Meadow Wood Blvd, Raleigh, NC Mayor M. Andy Moore presided.

Councilmen Present:
J. Perry Harris, District 2
Travis Scott, District 3
John A. Dunn, At-Large
Stephen Rabil, At-Large

Councilmen Absent
Emery D. Ashley, Mayor Pro-Tem
Marlon Lee, District 1
Roger A. Wood, District 4

Administrative Staff Present
Michael L. Scott, Town Manager
Ted Credle, Public Utilities Director
Greg Siler, Finance Director
Shannan Williams, Town Clerk

Mayor Moore reconvened the meeting at 6:30 pm.

1. Special Event Request: First Baptist Church –Spring Fling

Town Manager Michael Scott addressed the Council on a request by First Baptist Church. The church was seeking approval to conduct an outdoor event on Saturday, April 29, 2017 from the hours of 9:00 am – 2:00 pm. The event will require Johnston Street from Fourth to Fifth Street to be closed. There will also be amplified sound at the event.

Councilman Harris made a motion, seconded by Councilman Scott, to approve the Temporary Use Permit request by First Baptist Church. Unanimously approved.

2. Presentation by ElectriCities

a. Introduction

Matt Schull provided a brief introduction to Council on the following:
He explained that there are 88 members in North Carolina, South Carolina and Virginia

- Governance Structure which include the following:
 - NCEMPA Board of Commissioners
 - NCMPA1 Board of Commissioners
 - ElectriCities Board of Directors
 - ElectriCities Staff

- Strategic Priorities which include the following:
 - Value of Public Power
 - Wholesale Power Supply
 - Workforce Planning and Development
 - Continuous Improvement
 - Grid Modernization

b. Wholesale Rates and Defeasance Debt

Matt Schull explained that with the NCEMPA asset sale NCEMPA's actual first year in savings was 19.9% (\$132 million) and Smithfield's actual first year in savings was 19.3% (\$3 million). He further explained that lower energy rates from DEP resulting from lower fuel costs on the DEP system allowed NCEMPA to reduce wholesale rates 4.55 effective April 1, 2017. Even though there is a rate decrease this year, the rates will increase that 3% in 2020 and 3% in 2021.

Town Manager Michael Scott inquired as to what other municipalities are doing in regards to the rate decrease. Mr. Schull responded that there is a mix. Some are doing a rate reduction, some are doing a partial reduction and some are not doing any reduction knowing that rates will increase in 2020. Mr. Schull informed the Council that ElectriCities has staff that can provide rate assistance to the Town.

Mr. Schull provided a defeasance debt update. He explained that NCEMPA has an outstanding debt of \$386 million as of January 2, 2017. Smithfield's allocation of the outstanding debt is 2.26% (\$8.7 million). NCEMPA's annual debt service payment is \$50 million and Smithfield's share is \$1.6 million. This debt is scheduled to be paid off in eight years.

Town Manager Michael Scott questioned if Smithfield's portion of the debt could be paid off earlier. Mr. Schull responded that Smithfield's debt can be paid off in whole by terminating that DSSC but the Town would be still be required to pay the entire debt plus interest.

c. Load Management

Jason Thigpen addressed the Council the importance of load management. Mr. Thigpen explained that load management is a process used to reduce electrical load to achieve monthly savings. It includes: demand side management, peak load reduction and load curtailment. He further explained that on the peak demand day is when it costs the Town the most for power. Mr. Thigpen informed the Council that currently Smithfield pays 700 residential customers \$6 a month for each water heater load management switch and pays 600 residential customers \$10 a month for each partial control air condition unit load management switch during the months of July, August, September and October. This equates to \$74,000 a year for load management payments to customers. The annual net savings to the Town from residential load management switches is \$80,544. Mr. Thigpen pointed out that if 50% of the residential customers installed load management switches on their water heaters and air condition units, it would save the Town \$584,358.

Councilman Harris stated with those kinds of savings, the Town should do more to promote load management.

Mr. Thigpen informed the Council that commercial and industrial customers also benefit from load management. Some of the Town's commercial customers have installed generators to shave some of their load. An industrial customer actually uses a shift change to shut down operations during the peak.

Councilman Harris questioned how customers are informed of when the peak will occur. Mr. Thigpen responded that Electricities staff estimates when a peak will occur and they have not missed a peak in many years. Once they determine when the peak will occur, they will send out an email or a text message to inform the customer.

Mayor Moore stated that the Town needs to do more to inform the customers of when the peak will occur and what they need to do to control their electricity needs during that time.

d. Advantages / Disadvantage of AMI Meters

Andy Fusco addressed the Council on some of the advantages of AMI metering. Mr. Fusco explained that AMI metering is metering technology that allows the customer usage data to be transmitted to the utility and allows the utility to transmit data to the meter, which can be used to control devices at the customer premise. Some advantages discussed are as follows:

- Remove meter reading
- Remote disconnect and reconnect
- Customers can prepay
- Real time energy consumption monitoring
- Water leak detection and electric meter tampering detection
- Provides remote control of devices to customers
- Enables an array of analytical capabilities
- Potential cost savings to

Mr. Fusco informed the Council on some of the disadvantages of the AMI Meters. They are as follows:

- The large expense to implement the program

- Installation difficulties
- Adjusting staff skillsets (identifying a “Super- User”)
- Customer perceptions

3. Tour of the ElectriCities Facility

Council was guided on a tour of the ElectriCities facility.

4. FY 2017 – 2018 Electric Fund Budget

Due to time constraints this item was not discussed.

Recess

Councilman Harris made a motion, seconded by Councilman Scott, to recess the meeting until Wednesday, April 26, 2017 at 6:30 in the Town Hall Council Chambers located at 350 East Market Street. Smithfield, NC. Unanimously approved.

M. Andy Moore, Mayor

ATTEST:

Shannan L. Williams, Town Clerk



Request for City Council Action

**Consent
Agenda
Item:** **Application
for
Temporary
Use Permit**
Date: 3/31/17

Subject: Temporary Use Permit

Department: Downtown Smithfield Development Corporation

Presented by: Planning Department

Presentation: Consent Agenda Item

Issue Statement

The Council is being asked to authorize a Ham and Yam Jam concert. It will be held at 101 W Market Street, at the Little Brown Jug.

Financial Impact

Action Needed

To approve the Temporary Use Permit Application

Recommendation

Approved: City Manager City Attorney

Attachments: Temporary Use Permit Application



Staff Report

**Consent
Agenda
Item:** **Application
for
Temporary
Use Permit**

The Downtown Smithfield Development Corporation along with the Johnston Community College Foundation would like to have a concert at the Little Brown Jug. It is located at 101 W. Market Street and would be held Friday, May 5, 2017 from 8:00 p.m. until 10:00 p.m. This concert would raise funds for the Johnston Community College Foundation. This would require the closure of Front Street from Bridge Street to Market Street from 5:00 p.m. until 11:00 p.m. Private security will be provided. A PA system will be used from 8:00 p.m. to 10:00 p.m. Food will be sold at this event.



March 29, 2017

Town of Smithfield
PO Box 761
Smithfield, NC 27577

Re: Street Closure for May 5 Concert

Dear Mayor, Council and Staff,

The DSDC, along with the Johnston Community College Foundation, would like to have a concert at the Little Brown Jug on Friday, May 5 from 8:00 p.m. until 10:00 p.m. in order to raise funds for the Johnston Community College Foundation. This would require the closure of Front Street from Bridge Street to Market Street from approximately 5:00 p.m. until 11:00 p.m. Enclosed you will find temporary use permit applications for this event; please let me know if you have any questions.

The Downtown Smithfield Development Corporation appreciates the support of the Town in making our events possible, and we hope that you all will make every effort to join us.

Sincerely,

A handwritten signature in black ink, appearing to read "Sarah Edwards", with a long horizontal flourish extending to the right.

Sarah Edwards
Executive Director



Temporary Use Permit Application

Completed applications should be submitted to the Town of Smithfield's Planning Department **at least four weeks prior to the event.** All applicants should read the following pages before completing all sections required. **Incomplete applications may increase the permit processing time.** If a person other than the property owner signs this application, a notarized written authorization from the property owner must be attached.

A site plan/diagram of event property MUST BE ATTACHED (see attachments)

TYPE OF EVENT

- Expansion or replacement of existing facilities
- Sale of agricultural products grown off-site
- Sale of fireworks
- Special event, over 100 people in attendance
- Athletic event on streets, greenways
- Other (please describe) _____

PERMIT FEE \$50.

- Construction Trailer
- Real estate sales office or model home
- Sale of non-agricultural products, except fireworks
- Not-for-profit event, over 100 people in attendance
- Town recognized event _____
- Live Band / Concert _____

Ham + Yam Jam 100 block of N. Front Street
 Name of Event Location of Event (exact street address)

Applicant name Sarah Edwards E-mail address sarah@downtowntownsmithfield.com
 Address 200 S. Front St. Smithfield, NC Zip 27877
 Day phone (919) 934-0887 Mobile phone (919) 796-2099
 Event set-up/start time/date 5pm Event clean-up/end date/time 11pm
 Sound amplification hours 8pm-10pm Will food or goods be sold? food
 Security provided by Smithfield Police or private security (describe duties): Private Security
 Private agency name & phone, if applicable: Little Brown Jug, Andrew Wagner (847) 826-7094
 Will any Town property be used (i.e., streets, parks, greenways)? 100 block of N. Front Street
 Do you wish to: Restrict animals at this event? (circle Yes **No**) Prohibit Fireworks? (circle Yes **No**)

I hereby certify that the information contained in this application is true to the best of my knowledge and I further certify that this event will be conducted per all applicable local laws. I certify that I have received the attached information concerning the regulations for Temporary Uses. I certify that I have notified all adjoining property owners of the planned temporary use.

Sarah Edwards [Signature] 3/29/2017
 Applicant's name (print) Signature Date

PLEASE RETURN THIS PERMIT TO INSPECTIONS AND PERMIT DEPARTMENT WITH \$50.00 FEE.

Method of payment: Cash Check Credit card Amount \$ HTE

Reviewing Planner: [Signature] Date: 3/31/2017
 (Note: See attached letter)



Request for City Council Action

**Consent
Agenda
Item:** Application
for
Temporary
Use Permit
Date: 4/6/17

Subject: Temporary Use Permit
Department: Mucho Mexico Restaurant
Presented by: Planning Department
Presentation: Consent Agenda Item

Issue Statement

The Council is being asked to authorize Mucho Mexico Restaurant located at 712 E. Market Street, to have appropriate Latin karaoke music in their patio area from 5:00 p.m. to 10:00 p.m. on May 5th, 2017. They are celebrating Cinco de Mayo.

Financial Impact

Action Needed

To approve the Temporary Use Permit Application

Recommendation

Approved: City Manager City Attorney

Attachments: Temporary Use Permit Application



Staff Report

**Consent
Agenda
Item:** **Application
for
Temporary
Use Permit**

Mucho Mexico Restaurant located at 712 E. Market Street is requesting to celebrate Cinco de Mayo on May 5th, 2017. They would like to have Latin karaoke music in the patio area that would be appropriate for the restaurant. The event is planned from 5:00 p.m. to 10:00 p.m. Smithfield Police presence will not be needed, nor will any street closures.



Town of Smithfield's Planning Department
 P.O. Box 761 or
 350 East Market Street
 Smithfield, NC 27577
 Effective: January 2008

Temporary Use Permit Application

Completed applications should be submitted to the Town of Smithfield's Planning Department at least four weeks prior to the event. All applicants should read the following pages before completing all sections required. Incomplete applications may increase the permit processing time. If a person other than the property owner signs this application, a notarized written authorization from the property owner must be attached.

A site plan/diagram of event property MUST BE ATTACHED (see attachments)

TYPE OF EVENT

PERMIT FEE \$100.

- | | |
|--|--|
| <input type="checkbox"/> Expansion or replacement of existing facilities | <input type="checkbox"/> Construction Trailer |
| <input type="checkbox"/> Sale of agricultural products grown off-site | <input type="checkbox"/> Real estate sales office or model home |
| <input type="checkbox"/> Sale of fireworks | <input type="checkbox"/> Sale of non-agricultural products, except fireworks |
| <input type="checkbox"/> Special event, over 100 people in attendance | <input type="checkbox"/> Not-for-profit event, over 100 people in attendance |
| <input type="checkbox"/> Athletic event on streets, greenways | <input type="checkbox"/> Town recognized event _____ |
| <input checked="" type="checkbox"/> Other (please describe) <u>less than 100</u> | <input type="checkbox"/> Live Band / Concert _____ |

<u>5 de Mayo</u> Name of Event	<u>712 E. Market St. Smithfield NC 27577</u> Location of Event (exact street address)
-----------------------------------	--

Applicant name Gilberto Escamilla-Tomas E-mail address ~~mehomexia@live~~ mehomexia@live

Address 712 E. Market St. Smithfield NC 27577 Zip 27577

Day phone (919) 868-5305 Mobile phone (919) 464-6386

Event set-up/start time/date 5th of May 5:00pm Event clean-up/end date/time 5th of May 10:00pm

Sound amplification hours 5:00 - 10:00 Will food or goods be sold? Food

Security provided by Smithfield Police or private security (describe duties): None needed

Private agency name & phone, if applicable: _____

Will any Town property be used (i.e., streets, parks, greenways)? none needed

Do you wish to: Restrict animals at this event? (circle Yes No) Prohibit Fireworks? (circle Yes No)

I hereby certify that the information contained in this application is true to the best of my knowledge and I further certify that this event will be conducted per all applicable local laws. I certify that I have received the attached information concerning the regulations for Temporary Uses. I certify that I have notified all adjoining property owners of the planned temporary use.

Gilberto Escamilla-Tomas Signature [Signature] Date 04/5/17

PLEASE RETURN THIS PERMIT TO INSPECTIONS AND PERMIT DEPARTMENT WITH \$100.00 FEE.

Method of payment: Cash Check Credit card Amount \$ _____ HTE _____

Reviewing Planner: Paul Embler Date: 04/05/17

(Note: See attached letter) Take banner sign down impacting lot



Request for City Council Action

Consent **Dead End**
Agenda **Street**
Item: **Sign**
Date: 05/02/2017

Subject: Dead End Street Sign
Department: Police Department
Presented by: Chief R.K. Powell
Presentation: No

Issue Statement

The police department is requesting to add Dead End Street Signs on the 1100 block of North Street at Eleventh Street. The police department has received numerous complaints due to the fact that semi-trucks are attempting to go around behind the Medical Mall and end up blocking the street, since they can't turn around.

Financial Impact

None

Action Needed

Place dead end street signs on the 1100 block of North Street to notify semi-trucks of the dead end street.

Recommendation

Place dead end street signs on the 1100 block of North Street.

Approved: City Manager City Attorney

Attachments: None



Request for City Council Action

Consent **Annual**
Agenda **Hosting of**
Item: **Website**
Date: 05/02/2017

Subject: Town Website – Annual Hosting
Department: Non-Departmental
Presented by: Tim Kerigan, Economic Development Liaison
Presentation: Consent Agenda

Issue Statement

Staff is requesting approval to continue the annual hosting of the Town's website as with EZTask through 07/31/2020.

Financial Impact

The total cost for the annual hosting of the website is \$2,000 (08/01/2017 – 07/31/2018). As of 03/30/2017, there is an unencumbered balance of \$75,060.62 in the 10-4110-5710 line item (Economic Development) of the FY 2016-17 Adopted Budget. This would remain the same at \$2,000 annually through 07/31/2020 with optional renewal terms of 1, 3 and 5 years at that time.

Thus, there would be no negative impact to the budget.

Action Needed

Council approval of the website annual hosting request, as required by the FY 2016-17 Adopted Budget.

Recommendation

Staff recommends the authorization of the Economic Development Liaison to process payment for the website annual hosting agreement.

Approved: City Manager City Attorney

Attachments: Website Hosting Agreement



Staff Report

**Consent
Agenda
Item: Annual
Hosting of
Website**

On August 6, 2015, the Town entered into an agreement with EZTask to redesign and host the Town's website. The redesigned website went "live" on July 8, 2016.

The first year of hosting was included in the redesign fee.

This request is for continued annual hosting after that initially included year. In addition to annual hosting, this fee includes website management software updates and unlimited support and maintenance from EZTask.

EZTask has assisted us countless times since they have begun hosting our site. We have **direct contact with our "team" and they are always very quick to respond and resolve any** issues that we may be having on our end. Their expertise and training are extremely helpful. All of this type of assistance has been included in this hosting and support fee of \$2,000 annually.



ezTask.com, Inc.
210-A Morton Street
Richmond, TX 77469
1-800-921-6764
Fax: 281-239-7095

ezTask.com, Inc.™
WEB HOSTING AGREEMENT

This Hosting Agreement ("Agreement") is made and entered into by and between **ezTask.com, Inc.** ("Host"), a Texas corporation with a principal place of business at 210-A Morton Street, Richmond, TX 77469 USA and **Town of Smithfield, North Carolina**, an organization with offices at **350 East Market Street Smithfield, North Carolina 27577** ("Client") (each being referred to individually as a "Party" and collectively as the "Parties").

1. RECITALS

- 1.1 Host is in the business of offering Internet services relating to, among other things, hosting of sites on the World Wide Web portion of the Internet, and Host is willing to provide services to Client on the terms and subject to the conditions set forth below; and
- 1.2 Client desires to engage Host, and Host desires to be engaged by Client, to provide Internet services on the terms and subject to the conditions set forth below.

2. TERMS

This Agreement shall be effective when signed by both Parties (the "Effective Date") and thereafter shall remain in effect for Three (3) Years, **08/01/2017 through 07/31/2020**, unless earlier terminated as otherwise provided in this Agreement (the "Initial Term"). This Agreement may be renewed beyond the Initial Term if both parties agree to extend the Initial Term with an optional term of an additional one (1) year, three (3) years, or five (5) years (each a "Renewal Term").

3. TERMS OF PAYMENT

Host will invoice the Client for 100% of the agreed purchase price once it has received a signed Agreement along with a signed Purchase Order from the Client. Unless otherwise agreed upon by both Client and Host, a minimum payment of 50% of the total purchase price will be required before Host will begin work on the project. The remaining balance of the purchase price will be due when the Client has accepted the product or services; payment in full is required before the Host will publish the project.

4. SERVICES TO BE PROVIDED

- 4.1 Host agrees to provide Client with services for hosting of a website on the World Wide Web portion of the Internet (the "Website") as set forth or described in Services to be Provided hereto (the "Scope of Web Hosting Services"). Host shall provide said services so that the Website is accessible to third Parties via the World Wide Web portion of the Internet as specified in this Agreement.
- 4.2 Except as expressly provided in this Agreement, Client agrees that Host is responsible only for providing Web Hosting Services, and Host is not responsible for providing any other services or tasks not specifically set forth in the Scope of Web Hosting Services.
- 4.3 To the extent that Client wishes to receive from Host, and Host wishes to provide to Client, services other than those within the Scope of Web Hosting Services (collectively the "Additional Services") and the arrangements for their provision shall be set forth in a separate addendum to this Agreement which is duly executed by the Parties (the "Services Addendum"), and the Services Addendum shall be incorporated into, and become a part of this Agreement (the Web Hosting Services and the Additional Services will hereinafter be referred to collectively as the "Services").

5. SCOPE OF WEB HOSTING SERVICES

Availability of Website

Unless otherwise expressly indicated on the Services to be Provided, the Website shall be accessible to third Parties via the World Wide Web portion of the Internet twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance and required repairs, and except for any loss or interruption of Web Hosting Services due to causes beyond the control of Host or which are not reasonably foreseeable by Host, including, but not limited to, interruption or failure of telecommunication or digital transmission links and Internet slow-downs or failures.

Additional Storage and Transfer

In the event that the Website requires storage and transfer on the Host's Server which exceeds the amount of storage included in the Web Hosting Services, Client may request that Host:

1. Upgrade the level of Web Hosting Services; or
2. Acquire additional incremental storage to be included in the Web Hosting Services, on a time and materials basis and in accordance with the fee and payment schedule in the Web Hosting Agreement. Host shall review all such requests and determine, in consultation with Client, whether it can reasonably comply with such requests, and if so, and at its option, Host shall propose a procedure and budget for complying with such request.

Fees

Client shall pay Host all Fees invoiced to Client for the Services to be Provided in accordance with terms of payment set forth in the Web Hosting Agreement. Host expressly reserves the right to change its billed rates for the Services to be Provided during any Renewal Term (as defined herein). Fees include, but are not limited to, a one-time Setup Fee and an annually Recurring Fee. Unless otherwise agreed in writing, Client shall pay to Host all fees for Additional Services on a time and materials basis as invoiced by Host.

Ownership of Website Content

Client shall retain all rights of ownership to Client's own Web Content, including, but not limited to, all text and media published on Client's Website.

6. WARRANTIES

Host Warranties

Hosts represents and warrants that:

1. Host has the power and authority to enter into and perform its obligations under this Agreement; and
2. Host's services under this Agreement shall be performed in a workmanlike manner.

Client Warranties

Client represents and warrants that:

1. Client has the power and authority to enter into and perform its obligations under this Agreement;
2. Client Content does not and shall not contain any content, materials, advertising or services that are inaccurate or that infringe on or violate any applicable law, regulation or right of a third Party, including, without limitation, export laws, or any proprietary, contract, moral, or privacy right or any other third Party right, and that Client owns the Client Content or otherwise has the right to place the Client Content on the Website;
3. Client's use of its Website will not violate any law or regulation of any governmental or regulatory/administrative entity; and,
4. Client has obtained any authorization(s) necessary for hypertext links from the Website to other third Party Websites. Should Client receive notice of a claim regarding the Website, Client shall promptly provide Host with written notice of such claim.

Client Restrictions

Client represents and warrants that it shall not use the Website or any Services provided to Client to:

1. Send unsolicited mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material, who were not previous customers of Client or with whom Client does not have an existing business relationship ("E-mail spam");
2. Engage in harassing behavior, whether through language, frequency or size of email message;
3. Use without authorization or forge e-mail header information;
4. Solicit mail for any other e-mail address other than that of the Client's account with the intent to harass or to collect replies;
5. Create or forwarding "chain letters" or other "pyramid schemes" of any type; and/or,
6. Use unsolicited e-mail originating from within Host's network or the networks of other Internet Service Providers.

Indemnification Client

To the extent permitted by law, Client agrees to indemnify, defend, and hold harmless Host, its directors, officers, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, at trial and on appeal, to the extent that such action is based upon a claim that:

1. If true, would constitute a breach of any of Client's representations, warranties, or agreements hereunder;
2. Arises out of the negligence or willful misconduct of Client; or,
3. Any of the Client Content to be provided by Client hereunder or other material on the Website infringes or violates any rights of third Parties; including, without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets, and/or licenses.

Host

Host agrees to indemnify, defend, and hold harmless Client, its directors, officers, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, at trial and on appeal, to the extent that such action arises out of the gross negligence or willful misconduct of Host.

Notice

In claiming any indemnification hereunder, the indemnified Party shall promptly provide the indemnifying Party with written notice of any claim which the indemnified Party believes falls within the scope of the foregoing paragraphs. The indemnified Party may, at its own expense, assist in the defense if it so chooses, provided that the indemnifying Party shall control such defense and all negotiations relative to the settlement of any such claim and further provided that any settlement intended to bind the indemnified Party shall not be final without the indemnified Party's written consent, which shall not be unreasonably withheld.

7. LIMITATION OF LIABILITY

Host shall have no liability for unauthorized access to, or alteration, theft or destruction of, the Website or Client's data files, programs or information through accident, fraudulent or unauthorized means or devices. Host shall have no liability with respect to Host's obligations under this Agreement or otherwise for consequential, exemplary, special, incidental, or punitive damages even if Host has been advised of the possibility of such damages. In any event, the liability of Host to Client for any reason and upon any cause of action shall be limited to the amount actually paid to Host by Client under this Web Hosting Agreement. This limitation applies to all causes of action in the aggregate, including, without limitation, to breach of contract, breach of warranty, negligence, strict liability, misrepresentations, and other torts.

Amendment

No amendment, waiver, or modification of this Agreement or any provision of this Agreement shall be valid unless in writing, stating with specificity the particular amendment or modification to be made, and duly executed by the Host and Client.

Enforceability

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, administrative agency or as a result of future legislative action, such holding or action shall be strictly construed and the unenforceable provision shall be deemed severable from the remainder of the Agreement to the extent permitted by law, and the validity or effect of any other provision of this Agreement shall remain binding with the same effect as though the void parts were deleted.

8. TERMINATION

Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' notice to the other party.

IN WITNESS WHEREOF, Host and Client have caused this Agreement to be executed by their duly authorized representatives on the date set forth below. By signing and accepting this agreement, Client agrees to the terms and conditions of ezTask's Web Hosting Agreement.

Printed name: _____

Title: _____

Signature: _____

Date: _____



Accepted by: _____

Date: 03/28/2017

George Doherty, President/CEO -- ezTask.com, Inc.



ezTask.com, Inc.
 210-A Morton St.
 Richmond, TX 77469
 Phone: 281-239-3227
 Fax: 281-239-7095

Invoice

To : Town of Smithfield, NC
 Attn: Tim Kerigan & AP
 P.O. Box 761
 Smithfield, NC 27577-0761

Date : 3/20/2017
Invoice # : 1230

P.O.#: **Annual Recurring**

Terms : Net 60

Description	Qty	Cost	Sub Total
Annual Fee (Website)		2,000.00	2,000.00
- ezTask Titanium™ CMS			
- Fully-Managed Web Hosting Services			
- Support & Maintenance (Unlimited)			

Dates of service: 8/1/17-7/31/18

SUBTOTAL: \$2,000.00
 SALES TAX: (0.0%) \$0.00
AMOUNT DUE: \$2,000.00

*Thank you for choosing ezTask.
 We sincerely appreciate your continued business!*

ezTask.com, Inc.™
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3. Use without authorization or forge e-mail header information;
4. Solicit mail for any other e-mail address other than that of the Client's account with the intent to harass or to collect replies;
5. Create or forwarding "chain letters" or other "pyramid schemes" of any type; and/or,
6. Use unsolicited e-mail originating from within Host's network or the networks of other Internet Service Providers.

Indemnification Client

To the extent permitted by law, Client agrees to indemnify, defend, and hold harmless Host, its directors, officers, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, at trial and on appeal, to the extent that such action is based upon a claim that:

1. If true, would constitute a breach of any of Client's representations, warranties, or agreements hereunder;
2. Arises out of the negligence or willful misconduct of Client; or,
3. Any of the Client Content to be provided by Client hereunder or other material on the Website infringes or violates any rights of third Parties; including, without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets, and/or licenses.

Host

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Amendment

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Enforceability

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, administrative agency or as a result of future legislative action, such holding or action shall be strictly construed and the unenforceable provision shall be deemed severable from the remainder of the Agreement to the extent permitted by law, and the validity or effect of any other provision of this Agreement shall remain binding with the same effect as though the void parts were deleted.

8. TERMINATION

Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' notice to the other party.

IN WITNESS WHEREOF, Host and Client have caused this Agreement to be executed by their duly authorized representatives on the date set forth below. By signing and accepting this agreement, Client agrees to the terms and conditions of ezTask's Web Hosting Agreement.

Printed name: John H. Lampe II

Title: Mayor

Signature: 

Date: 8/0/2015

Accepted by: 

Date: 08/05/2015

George Doherty, President/CEO -- ezTask.com, Inc.

General Ledger Account Inquiry
TOWN OF SMITHFIELD

Account Number	10-4110-5710	Original Appropriation	100,000.00
Account Description	ECONOMIC DEVELOPMENT AKA CH/	Appropriation Changes	0.00
Fiscal Year	2016-2017	Current Appropriation	100,000.00
Start Period	1 - July	Beginning Balance	0.00
End Period	13 - Post Closing	Transactions	12,013.16
		Ending Balance	12,013.16
		Outstanding Encumbrances	12,926.22
		Unencumbered Balance	75,060.62

Town of Smithfield Town Council Information Form

Item: **Redesign of Town of Smithfield Website**

Date of Meeting: **August 04, 2015** **Date Prepared:** **July 27, 2015**

Staff Work By: **Tim Kerigan**

Presentation: **Tim Kerigan**

Background:

There has been considerable discussion about a redesign of the Town of Smithfield’s website. Specifically the Town’s goal is to provide ease of access to Town information, online forms and applications, processes and procedures, economic development opportunities, city council information including agendas and minutes of meetings, a calendar of events, photo hosting, online bill-pay, and a variety of other activities to current and prospective citizens and businesses. This content should be accessible from all mediums (desktop/laptop computers, cell phones, tablets, etc.). The new design will allow for individuals/staff to have certain permissions to update messages to the public with ease (i.e., sanitation schedules, power outages, etc.).

Staff has researched the redesign possibilities – focusing on companies that specialize in municipality and county websites. The estimates are as follows:

<u>Company</u>	<u>Set-up</u>	<u>Annual Hosting</u>
Digital Eel	\$7,800	\$2,263
ezTask	\$7,695	\$2,000
Vision Internet	\$19,000	\$2,000

Any additional design would be completed on an as-needed basis.

Action Requested:

The Town Council is asked to award the redesign of the Town’s website to ezTask and to pay for such redesign from the Economic Development Initiative funds (10-4110-57100).



Request for City Council Action

**Consent
Agenda
Item:** **Budget
Amendments**
Date: 05/02/2017

Subject: Budget Amendments To Adjust the Cost For Booker Dairy Road Project To Actual

Department: Finance

Presented by: Greg Siler

Presentation: Consent

Issue Statement - Budget amendments to adjust the Booker Dairy Road Project estimated construction cost from 3.5 million to the actual bid of 1.935 million.

Financial Impact – Lowest bid came in at 1.564 million less than projected cost.

Action Needed – Approve as presented

Recommendation – Approve Amendments

Approved: City Manager City Attorney



Staff Report

**Consent
Agenda
Item:** **Budget
Amendments**

The Booker Dairy Road Project was initially estimated to cost 3.5 million. The lowest and approved bid was for 1.935 million. The Finance Director is amending the project budget to match the lowest bid of 1.935 million.

BUDGET AMENDMENTS
May, 2017

<u>BOOKER DAIRY ROAD CAPITAL PROJECT FUND</u>	<u>BEFORE</u>	<u>ADJ.</u>	<u>AFTER</u>
1. Revenue			
44-3900-0007 Loan Proceeds/BB&T	<u>\$ 3,625,000</u>	<u>\$ (1,587,751)</u>	<u>\$ 2,037,249</u>
 Expenditure			
44-7220-3800 Construction	\$ 3,500,000	\$ (1,564,372)	\$ 1,935,628
44-7220-3100 Atty and Legal Fees	\$ 25,000	\$ (25,000)	\$ -
44-7220-3000 Engineering	<u>\$ 100,000</u>	<u>\$ 1,621</u>	<u>\$ 101,621</u>
	<u>\$ 3,625,000</u>	<u>\$ (1,587,751)</u>	<u>\$ 2,037,249</u>

To adjust the construction cost of project to match bid

APPROVED: _____
M. Andy Moore, Mayor

VERIFIED: _____
Shannan Williams, Town Clerk



Request for City Council Action

**Consent
Agenda
Item:** **Advisory
Board
Appointments**

Date: 05/02/2017

Subject: Advisory Board Appointments
Department: General Government
Presented by: Shannan Williams
Presentation: Consent Agenda

Issue Statement

The Town Council is asked to consider the new appointments to the Appearance Commission and to the Library Board of Trustees

Financial Impact

N/A

Action Needed

The Town Council is asked to consider and approve the new appointments of Bryan Gibson to the Appearance Commission. Also, consider and approve the new appointment of Richard Childrey to the Library Board of Trustees.

Recommendation

Approve these appointments

Approved: City Manager City Attorney

Attachments:

Bryan Gibson – Board Application
Richard (Rick) Childrey – Board Application



Staff Report

**Consent
Agenda
Item** **Advisory
Board
Appointments**

Current Board vacancies are as follows:

Appearance Commission – 2 positions

Board of Adjustments

- In-Town Member – 1 position

Historic Properties – 2 positions

Library Board of Trustees – 1 position

Parks and Recreation Advisory Commission

- 1 In-Town Member
- 2 High School student positions (2 year term)

Planning Board

- ETJ Alternate – 1 position

Board Appointments/Reappointment

1. Bryan Gibson has submitted an application for consideration to be appointed to a first term and the Appearance Commission.
2. Richard Childrey has submitted an application for consideration to be appointed to a first term on the Library Board of Trustees.



**Town of Smithfield
Board, Commission, or Committee
Application**

Name: Gibson Bryan David

Home Address: (Last) 414 N 2nd St, Smithfield, NC 27577 (First) (MI)

Business Name & Address: _____

Telephone Numbers: _____ (Home) _____ (Mobile) _____ (Email)

Please check the Board(s) that you wish to serve on:

<input checked="" type="checkbox"/>	Appearance Commission	<input type="checkbox"/>	Parks/Recreation Advisory Commission
<input type="checkbox"/>	Board of Adjustment In Town Resident	<input type="checkbox"/>	Planning Board In-Town Resident
<input type="checkbox"/>	Board of Adjustment ETJ Member	<input type="checkbox"/>	Planning Board ETJ Resident
<input type="checkbox"/>	Historic Properties Commission	<input type="checkbox"/>	Other: _____
<input type="checkbox"/>	Library Board of Directors		_____

Interests & Skills: architecture, interior design, graphic design, 3d modeling, photoshop

Circle highest level of education completed: (High School) 10 11 **12** GED College 1 2 3 4 **5**6 BA- Architecture

Recent Job Experiences: I am a licensed NC architect and Vice President at Hagersmith Design, PA. I have completed a multitude of project types of varying sizes and scopes ranging from the park buildings at the new Pullen Park to 200,000 square foot office buildings. I am familiar with permitting at many of the local municipalities and at the state level.

Civic or Service Organization Experience: None

Town Boards previously served on and year(s) served: None

Please list any other Boards/Commissions/Committees on which you currently serve: None

Why are you interested in serving on this Board/Commission/Committee? My family moved across the county to downtown Smithfield a year ago because we loved the feel of downtown area. I want to serve on this Board so I can do what I can to ensure Smithfield continues to grow in an aesthetically pleasing way.

Affirmation of Eligibility:

Has any formal charge of professional misconduct, criminal misdemeanor or felony ever been filed against you in any jurisdiction?

Yes No If yes, please explain disposition: _____

Is there any conflict of interest or other matter that would create problems or prevent you from fairly and impartially discharging your duties as an appointee of the Smithfield Town Council? Yes No If yes, please explain: _____

I understand this application is public record and I certify that the facts contained in this application are true and correct to the best of my knowledge. I authorize and consent to background checks and to the investigation and verification of all statements contained herein as deemed appropriate and if necessary. I further authorize all information concerning my qualifications to be investigated and release all parties from all liability for any damages that may result from this investigation. I understand and agree that any misstatement may be cause for my removal from any Board/Commission/Committee. I understand regular attendance to any Council Board/Commission/Committee is important and, accordingly, I further understand that if my attendance is less than the standards established for any such body that this is cause for removal. Lacking any written standards for attendance by any Board/Commission/Committee, it is expected that I will attend at least 75% of all meetings during any one calendar year to maintain my seat on any Board/Commission/Committee to which I may be appointed. This form will remain on file in the Office of the City Clerk and requests for updates will be sought prior to any consideration for reappointment (or future appointment) to any Board/Commission/Committee. Further, I have received a copy of the Policy adopted 03-04-2008 and understand its contents.

Printed Name: Bryan D Gibson

Signature:  Date: 4/3/17

Return completed for to:
Shannan Williams
Town Clerk
P. O. Box 761
Smithfield, North Carolina 27577
Phone: (919) 934-2116 Fax: (919) 989-8937 E-Mail: shannan.williams@smithfield-nc.com

Applicants are required to be a resident of the Town of Smithfield for In-Town positions and within the Town's ETJ for ETJ positions



Town of Smithfield
Board, Commission, or Committee
Application

Name: Childrey Richard (Rick) W.
(Last) (First) (MI)

Home Address: 1105 S. Crescent Drive, Smithfield, NC 27577

Business Name & Address: _____

Telephone Numbers: _____ (Home) _____ (Mobile) _____ (Email) 0

Please check the Board(s) that you wish to serve on:

<input type="checkbox"/> Appearance Commission	<input type="checkbox"/> Parks/Recreation Advisory Commission
<input type="checkbox"/> Board of Adjustment In Town Resident	<input type="checkbox"/> Planning Board In-Town Resident
<input type="checkbox"/> Board of Adjustment ETJ Member	<input type="checkbox"/> Planning Board ETJ Resident
<input type="checkbox"/> Historic Properties Commission	<input type="checkbox"/> Other: _____
<input checked="" type="checkbox"/> Library Board of Directors	_____

Interests & Skills: Organization management, history, genealogy

Circle highest level of education completed: (High School) 10 11 12 GED College 1 2 3 4 5 6

Recent Job Experiences: Served as president of the Greater Smithfield-Selma Area Chamber of Commerce, 1986-2016, now retired.

Civic or Service Organization Experience: Member of Central Johnston County Rotary Club; past president of the Smithfield Jaycees.

Town Boards previously served on and year(s) served: —

Please list any other Boards/Commissions/Committees on which you currently serve: _____

Downtown Smithfield Development Corporation - treasurer
Johnston County Tourism Authority - member

Why are you interested in serving on this Board/Commission/Committee? I have always been interested in serving organizations that can improve our local quality of life. Having worked for the Chamber of Commerce for the last 35 years, I know what a critical role the public library plays in the continuing education of all students and citizens.

Affirmation of Eligibility:

Has any formal charge of professional misconduct, criminal misdemeanor or felony ever been filed against you in any jurisdiction?

Yes No If yes, please explain disposition: _____

Is there any conflict of interest or other matter that would create problems or prevent you from fairly and impartially discharging your duties as an appointee of the Smithfield Town Council? Yes No If yes, please explain: _____

I understand this application is public record and I certify that the facts contained in this application are true and correct to the best of my knowledge. I authorize and consent to background checks and to the investigation and verification of all statements contained herein as deemed appropriate and if necessary. I further authorize all information concerning my qualifications to be investigated and release all parties from all liability for any damages that may result from this investigation. I understand and agree that any misstatement may be cause for my removal from any Board/Commission/Committee. I understand regular attendance to any Council Board/Commission/Committee is important and, accordingly, I further understand that if my attendance is less than the standards established for any such body that this is cause for removal. Lacking any written standards for attendance by any Board/Commission/Committee, it is expected that I will attend at least 75% of all meetings during any one calendar year to maintain my seat on any Board/Commission/Committee to which I may be appointed. This form will remain on file in the Office of the Town Clerk and requests for updates will be sought prior to any consideration for reappointment (or future appointment) to any Board/Commission/Committee.

Printed Name: Richard W. Childrey
Signature: Richard W. Childrey Date: 4-17-17

Return completed for to:
Shannan Williams
Town Clerk
P. O. Box 761
Smithfield, North Carolina 27577
Phone: (919) 934-2116 Fax: (919) 989-8937 E-Mail: shannan.williams@smithfield-nc.com

Applicants are required to be a resident of the Town of Smithfield for In-Town positions and within the Town's ETJ for ETJ positions



Staff Report

**Consent
Agenda
Item:** **New
Hire /
Vacancy
Report**

Date of Meeting: May 02, 2017

Date Prepared: April 20, 2017

Staff Work By: Tim Kerigan, HR Director

Background

Per Policy, upon the hiring of a new or replacement employee, the Town Manger or Department Head shall report the new/replacement hire to the Council on the Consent Agenda at the next scheduled monthly Town Council meeting.

In addition, please find the following current vacancies:

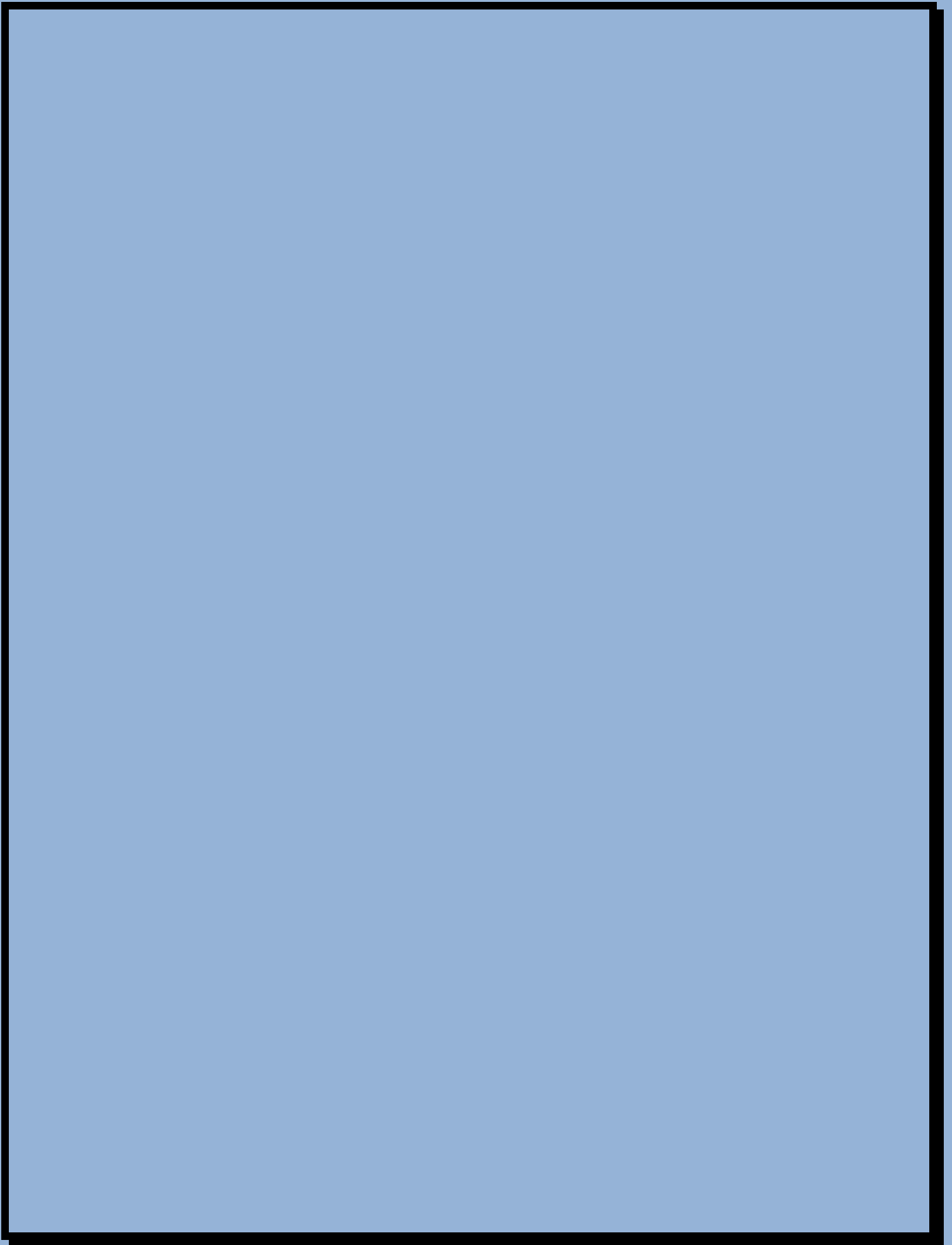
<u>Position</u>	<u>Department</u>	<u>Budget Line</u>
Police Officer	Police	10-5100-0200
Sanitation Equip. Operator	PW – Sanitation	10-5800-0200
Water Plant Operator I	PU – Water Plant	30-7200-0200

Action Requested

The Town Council is asked to acknowledge that the Town has successfully filled the following vacancies in accordance with the Adopted FY 16-17 Budget.

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>	<u>Rate of Pay</u>
Police Officer I	Police	10-5100-0200	\$15.58/hr (\$34,836.88/yr.)
Part-time Police Officer I	Police	10-5100-0200	\$16.35/hr.

Business Items





Request for City Council Action

**Business
Agenda
Item:** **CNCB
GRANT**
Date: 05/02/2017

Subject: CNCB GRANT CONTRACT
Department: PARKS AND RECREATION
Presented by: GARY JOHNSON
Presentation: GARY JOHNSON

Issue Statement

During the Regular Town Council Meeting on September 6, 2016, the Town Council Approved the request to apply for the CNCB Grant for facilities for Disabled Children and/or Disable Veterans. The grant was applied for and the Town was awarded \$160,000 for phase 2 of the Partnership to Build a Miracle Project and for a DAV Fitness trail. The matching portion is 4:1 and Council agreed to appropriate \$30,000 towards the \$40,000 required match with the other \$10,000 coming from the Partnership for Children of Johnston County.

Financial Impact

The matching funds are \$30,000 from the Town that will come from the "In Lieu of Recreation" fees. The Partnership for Children of Johnston County has agreed to fund the additional \$10,000 for the required \$40,000 match.

Action Needed

Execute the contract with NCDENR for the CNCB Grant for Phase 2 of the Partnership to Build a Miracle Project and DAV Fitness Trail and adopt the resolution for the grant.

Recommendation

Execute the contract with NCDENR for the CNCB Grant for Phase 2 of the Partnership to Build a Miracle Project and DAV Fitness Trail and adopt the resolution for the grant.

Approved: City Manager City Attorney

Attachments: **Connect NC Bond Project Agreement
September 6, 2016 – Town Council Minutes (Excerpt)
Resolution #602 (07-2017)**



North Carolina Division of Parks and Recreation

Governor Roy Cooper

Secretary Susi H. Hamilton

April 1, 2017

Mr. Michael Scott
Town Manager
Town of Smithfield
PO Box 761
Smithfield, NC 27577

Dear Mr. Scott:

Enclosed please find two originals of the contract between the Town of Smithfield and the North Carolina Department of Natural and Cultural Resources for the recently awarded Connect NC Bond grant. In order for the Department to execute these documents, you must sign and notarize both contract documents, then return them to the following address:

Ms. Marcia Lieber
NC Division of Parks and Recreation
1615 Mail Service Center
Raleigh, NC 27699-1615

Once these signed and notarized contracts are returned, we will sign and return one to you for your records, along with further grant administration information. Please be advised that no work to be performed under this contract can take place until both parties have executed the contract. Failure to return the documents for execution by the department within 45 days after receipt may result in the department's withdrawal of the offered contract.

Should you have any questions regarding this contract, please contact Ms. Marcia Lieber at 919-707-9303.

Sincerely,

Carol Tingley
Deputy Director, NC Division of Parks and Recreation

Enclosures

Michael A. Murphy, Director
NC Division of Parks and Recreation
1615 MSC - Raleigh, NC 27699-1615
919.707.9300 / ncparks.gov

NORTH CAROLINA STATE PARKS
Naturally Wonderful

STATE OF NORTH CAROLINA
COUNTY OF WAKE

CONTRACTOR'S FEDERAL I.D.
56-6001335

Connect NC Bond Project Agreement

Grantee: Town of Smithfield
Project Number: 2017 CNC 14

Project Title: Partnership to build a Miracle Inclusive Playground Phase II & DAV Fitness Trail

Period Covered By This Agreement: 5/1/2017 to 4/30/2020

Project Scope (Description of Project): Development includes accessible wooden pirate ship play structure and surfacing, accessible playground, arbor, picnic shelter, sensory wall, site amenities, dugout shade structures, connector trail, accessible fitness stations, contingency and planning costs.

Project Costs:	CONNECT NC BOND Amount	\$ <u>160,000</u>
	Local Government Match	\$ <u>40,000</u>

Conditions

The North Carolina Department of Natural and Cultural Resources (hereinafter called the "Department") and the ___ Town of Smithfield ___ (hereinafter referred to as "Grantee", and together "Parties" or "Party") agree to comply with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances described in the North Carolina Parks and Recreation Trust Fund (PARTF) Administrative Rules and Grant Application which are hereby by reference made a part of the CONNECT NC BOND Grant Contract, (hereinafter "Grant" or "Contract"), and which are on file with the Division of Parks and Recreation. In addition, the Department and the Grantee agree to comply with the State of North Carolina's Terms and Conditions as listed in "Attachment A" to this Contract.

Now, therefore, the Parties hereto do mutually agree as follows:

Upon execution of this grant agreement, the Department hereby promises, in consideration of the promises by the Grantee herein, to obligate to the Grantee the grant amount shown above. The Grantee hereby promises to efficiently and effectively manage the funds in accordance with the approved budget, to promptly complete grant assisted activities described above in a diligent and professional manner within the project period, and to monitor and report work performance.

The Parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation and availability of funds for this purpose to the Department.

Section I. Eligible Project Costs and Fiscal Management

1. The CONNECT NC BOND grant amount must be matched on at least a dollar-for-dollar basis by the Grantee. To be eligible, project costs must be incurred during the Contract period, be documented in the grant application, described in the project scope of this agreement, and initiated and/or undertaken after execution of this agreement by the Grantee and the Department.
2. CONNECT NC BOND assistance for land acquisition will be based on the fair market value of real property or the sales price, whichever is less. Value must be based upon an independent appraisal by a licensed appraiser holding a general or residential certification from the North Carolina Appraisal Board. The Department shall review the appraisal as to content and valuation. Approval of appraised amounts rests with the Department. The Grantee agrees to begin development on CONNECT NC BOND acquired land within five (5) years of the date this Contract is signed by the Department and Grantee in order to allow general public access and use.
3. Payment shall be made in accordance with the Contract documents as described in the Scope of Work (Attachment B). Payment for work performed will be made upon receipt and approval of invoice(s) from the Grantee documenting the costs

incurred in the performance of work under this Contract. Invoices may be submitted to the Contract Administrator quarterly. Final invoices must be received by the Department within forty-five (45) days after the end of the Contract period or Contract completion, whichever occurs first. Accounting records should be based on generally accepted local government accounting standards and principles. Records shall be retained for a period of five (5) years following project completion, except that records shall be retained beyond a five (5) year period if audit findings have not been resolved. All accounting records and supporting documents will clearly show the number of the Contract and CONNECT NC BOND project to which they are applicable. The State Auditor and the Department's Internal Auditors shall have access to persons and records as a result of all Contracts and Grants entered into by state agencies and or political subdivisions in accordance with General Statute 147-64.7. The final payment will be made Net 30 days after inspection by the Department's Contract Administrator.

4. The Grantee agrees to refund to the Department, subsequent to audit of the project's financial records, any costs disallowed or required to be refunded to the Department on account of audit exceptions.

Section II. Project Execution

1. The Grantee may not deviate from the scope of the project without written approval of the Department. When one of the conditions in the Contract changes, including but not limited to the project scope, a revised estimate of costs, a deletion or additions of items, or need to extend the Contract period, the Grantee must submit in writing a request to the Department for approval. Thus Contract shall not be amended orally or by performance but only through a written amendment duly executed by the Parties.
2. The Grantee shall be considered to be an independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual Contractual relationship with the Department.
3. In the event the Grantee subcontracts for any or all of the services covered by the Contract:
 - a. The Grantee is not relieved of any of the duties and responsibilities provided in this Contract;
 - b. The contractor shall be responsible for all Subcontractor activities including adherence by Subcontractors for all requirements of this Contract;
 - c. The subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and;
 - d. The subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.
4. In accordance with Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, the grantee agrees not to subcontract with any vendors debarred or suspended by the State of North Carolina and shall not knowingly enter into any lower tier covered transactions with a person or vendor who is debarred, suspended or declared ineligible.
5. The Grantee shall not substitute key personnel assigned to the performance of this Contract without prior approval by the Department's Contract Administrator. Gary Johnson is designated by the Grantee as key personnel for purposes of this Contract. The Department designates Marcia Lieber, CONNECT NC BOND as the Contract Administrator for the Contract. Either party may designate a different Contract Administrator upon written notice to the other party.

Department Contract Administrator	Grantee Contract Administrator
NC Department of Natural and Cultural Resources Division of Parks and Recreation Attention: Marcia Lieber, Contract Administrator 1615 Mail Service Center Raleigh, NC 27699-1615 Telephone: 919-707-9303 Email: marcia.lieber@ncparks.gov	Town of Smithfield Attention: Mr. Gary Johnson Address: P.O. Box 2344 Smithfield, NC 27577 Telephone: 919-934-2148 Email: gary.johnson@smithfield-nc.com

6. The Grantee agrees to comply with all applicable federal, state and local statutory provisions governing purchasing, construction, land acquisition, fiscal management, equal employment opportunity and the environment including but not limited to the following:
Local Government Budget and Fiscal Control Act (G.S. 159-7 to 159-42); Formal Contracts, Informal Contracts and Purchasing (including but not limited to G.S. 44A-26, G.S. 87-1 to 87.15.4, G.S. 133.1 to 133-40, G.S. 143-128 to G.S.143-135; Uniform Relocation Assistance Act (G.S. 133-5 to 133-18); Conflict of Interest (G.S. 14-234); Contractors must use E-Verify (G.S. 143-48.5); Americans With Disabilities Act of 1990 (P.L. 101-336) and ADA Accessibility Guidelines; N.C. State Building Code; and the North Carolina Environmental Policy Act (G.S. 113A-1 to G.S. 113A-12), and Sales Tax Refund (G.S. 105-164.14(c)).
7. The Grantee agrees it provides a drug-free workplace in accordance to the requirements of the Drug-Free Workplace Act of 1988 (43 CFR Part 12, Subpart D).
8. The Grantee agrees to permit periodic audits and site inspections by the Department to ensure work progress in accordance with the approved project, including a close-out inspection upon project completion. After project completion, the Grantee agrees to conduct grant Contract compliance inspections at least once every five (5) years and to submit a Department provided inspection report to the Department.
9. The Grantee agrees land acquired with CONNECT NC BOND assistance shall be dedicated in perpetuity as a recreation site for the use and benefit of the public, the dedication will be recorded in the deed of said property and the property may not be converted to other than public recreation use without approval of the Department. The Grantee agrees to maintain and manage CONNECT NC BOND assisted development/ renovation projects for public recreation use for a minimum period of twenty-five (25) years after project completion.
10. The Grantee agrees to operate and maintain the project site so as to appear attractive and inviting to the public, kept in reasonably safe repair and condition, and open for public use at reasonable hours and times of the year, according to the type of facility and area.
11. The Grantee shall agree to place utility lines developed with CONNECT NC BOND assistance underground.
12. If the project site is rendered unusable for any reason whatsoever, the Grantee agrees to immediately notify the Department of said conditions and to make repairs, at its own expense, in order to restore use and enjoyment of the project by the public.
13. The Grantee agrees not to discriminate against any person on the basis of race, sex, color, national origin, age, residency or ability in the use of any property or facility acquired or developed pursuant to this agreement.
14. The Grantee certifies that it:
 - (a) Has neither used nor will use any appropriated funds for payment to lobbyists;
 - (b) Will disclose the name, address, payment details, and purposes of any agreement with lobbyists whom Grantee or its sub-tier Contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and,
 - (c) Will file quarterly updates about the use of lobbyists if material changes occur in their use.

Section III. Project Termination and Applicant Eligibility

1. The Grantee may unilaterally rescind this agreement at any time prior to the expenditure of funds on the project described in this Contract.
2. If through any cause, the Grantee fails to fulfill in a timely and proper manner the obligations under this Contract, the Department shall thereupon have the right to terminate this Contract by giving written notice to the Grantee of such termination and specifying the reasons thereof. In that event, the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this Contract.
3. Failure by the Grantee to comply with the provisions and conditions set forth in the formal application, CONNECT NC

BOND administrative rules and this agreement shall result in the Department declaring the Grantee ineligible for further participation in CONNECT NC BOND, in addition to any other remedies provided by law, until such time as compliance has been obtained to the satisfaction of the Department.

Section IV. Attestation and Execution

N.C.G.S. §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you (Contractor) attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

In witness whereof, the Department and the Grantee have executed the Agreement in duplicate originals, one of which is retained by each of the Parties.

Town of Smithfield_	
Name of Grantee (Local Government)	Signature of Grantee (Chief Elected Official)
Typed or Printed Name of Official	Title of Official

(Notary Public Completes)

State of North Carolina

County of

On this _____ day of _____, 2017, _____

personally appeared before me the said named _____, to me known and known to me to be the person described in and who executed the foregoing instrument, and he (or she) acknowledged that he (or she) executed the same and being duly sworn by me, made oath that the statements in the foregoing instrument are true.

My commission expires: _____, 20_____.

Signature of Notary Public

(Seal Here)



North Carolina Department of Natural and Cultural Resources
Susi H. Hamilton, Secretary

By:

Department Head or Authorized Agent
 for Secretary Susi H. Hamilton

Title



North Carolina Connect NC Bond (CNCB) Grant

March 28, 2017

*Parks and
Recreation
Authority
Members*

Neal Lewis, Chair

Ann Babcock

Lydia Boesch

Chad Brown

Vinnie Goel

Lewis Ledford

Cynthia Tart

Lisa Wolff

Edward W. Wood

The Honorable Andy Moore
Mayor
Town of Smithfield
Post Office Box 761
Smithfield, North Carolina 27577

Dear Mayor Moore:

As Chairman of the North Carolina Parks and Recreation Authority, I am pleased to congratulate you and the citizens of the Town of Smithfield on being selected to receive funding from the Connect NC Bond Grant (CNCB). The Authority received 45 applications requesting more than \$9 million in assistance. These projects were of very high quality and the successful applications were truly outstanding.

The Town of Smithfield will receive a grant for \$160,000 to fund the Partnership to build a Miracle Inclusive Playground Phase II & DAV Fitness Trail project. The Division of Parks and Recreation will be sending additional details regarding the CNCB grant shortly.

We are excited about the potential of this project and look forward to working with you to make these resources available to your community. Parks and recreation contribute to healthier lifestyles, stronger communities and the quality of life that makes North Carolina a great place to live for citizens of all abilities. The Authority loves to see the impacts of our funding decisions and kindly asks that you consider informing staff of ground breaking ceremonies and ribbon cuttings when they are planned. Again, congratulations and we look forward to seeing the great work that we know you will do!

Sincerely,

A handwritten signature in blue ink that reads "Neal Lewis".

Neal Lewis, Chairman
N.C. Parks and Recreation Authority

cc: Jenn Beedle-Munley, NCSU Recreation Resources Service

RESOLUTION # 602 (07-2017)
FOR THE TOWN OF SMITHFIELD TO ACCEPT THE NC CONNECT BOND GRANT
PARTNERSHIP TO BUILD A MIRACLE INCLUSIVE PLAYGROUND PHASE II & THE DAV FITNESS TRAIL

WHEREAS, the Smithfield Town Council along with Partnership for Children and the Miracle League of Johnston County desires to construct an inclusive playground for children with disabilities; and

WHEREAS, the Smithfield Town Council also desires to construct a fitness trail for Disabled American Veterans; and

WHEREAS, the Smithfield Town Council submitted an application and received, one hundred and sixty thousand dollars (\$160,000.00) in funding from the Connect NC Bond Grant with a required match of forty thousand dollars (\$40,000) from the Town of Smithfield of which thirty thousand dollars (\$30,000) will be appropriated from the Town of Smithfield's in lieu of recreation fees and ten thousand dollars (\$10,000) will be provided from the Partnership for Children of Johnston County; and

WHEREAS, These resources will supply the accessible wooden pirate ship play structure and surfacing, accessible playground, picnic shelter, sensory wall, site amenities, dugout shade structures at the Inclusive Playground and connector trail accessible fitness stations for the DAV Fitness Trail; and

WHEREAS, the Smithfield Town Council certifies it will comply with the State of North Carolina's Terms and Conditions of the Connect NC Bond Project Agreement.

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Smithfield, authorizes the Town Manager to formally accept the terms and conditions of the Grant Agreement and Funding Approval in the amount of \$160,000 dated April 1, 2017 along with the project description outlined in the approved application to the North Carolina Department of Natural and Cultural Resources, Division of Parks and Recreation. Per the grant agreement, the Town is required to appropriate matching funds of \$40,000. The Town will allocate \$30,000 and the Partnership for Children of Johnston County will provide \$10,000. These funds will be used to construct accessible wooden pirate ship play structure and surfacing, accessible playground, picnic shelter, sensory wall, site amenities, dugout shade structures at the inclusive playground and connector trail accessible fitness stations for the DAV fitness trail.

Adopted this the 2nd day of May, 2017

M. Andy Moore, Mayor

ATTEST:

Shannan L. Williams, Town Clerk

Excerpt from September 6, 2016 Meeting

1. Approval to apply for the North Carolina Connect Grant

Parks and Recreation Director Gary Johnson addressed the Council on a request to apply for a grant administered through the NC Division of Parks and Recreation & NC Parks and Recreation Trust Fund in the amount of \$160,000 to further the goal of completing the Inclusion Playground and Miracle League Field in Smithfield. Mr. Johnson explained the Connect NC Bond package, approved in March of this year, included a one-time funding of \$3 million for parks and recreation grants to benefit children and/or veterans with disabilities. Local governments, including some public authorities, are eligible to apply for the matching grants. The program is administered through the NC Division of Parks and Recreation and the NC Parks and Recreation Trust Fund. The matching grants can be used to build special facilities or adapt existing facilities that meet unique needs of children and/or veterans with physical and development disabilities. The grant requires a 1 to 4 match or 1 dollar of local funds to every 4 dollars of grant funds. Matching dollars would be a \$30,000 expense to the Town of Smithfield with the Partnership to Build a Miracle organization funding the remaining \$10,000 of the matching amount. The town currently holds \$139,000 in restricted funds derived from developments that have paid the Town approximately 15% of their land value, in lieu of creating park/recreation space within the new development. This money is restricted to land acquisition or equipment infrastructure for parks. Using \$30,000 of this money would be an approved use of these funds.

The Partnership for Children and the Miracle Leagues of Johnston County along with a PARTF grant secured by the Town of Smithfield is currently seeking bids for the construction of the first phase of an Inclusion Playground and Miracle League Field. Although this facility will be unique to the county and region, due to rising costs of construction, certain portions had to be cut to meet budget. With the opportunity this grant would provide, the proposed playground, adaptive baseball field and amenities could be completed as originally planned. In addition to that, the DAV which is housed in the Jones House on Buffalo Road that is a part of the Smithfield Community Park property could be connected with a connector sidewalk of some sorts. Options discussed have been Outdoor Fitness Stations that are handicap accessible and other opportunities that could be used by the Disabled Veterans as well as other citizens all inclusively. This is a unique and one-time opportunity to expand and enhance an already outstanding park project. The Parks and Recreation Advisory Board unanimously voted to ask the council for funds to match the grant along with The Partnership to Build a Miracle. The Grant Deadline is December 1, 2016.

Chris Key of Miracle League of Johnston County explained that all three agencies have been working on this project for 4 years. Mr. Key explained that due to the total cost of this project, it was agreed that the project would be split into phases with phase one beginning soon. If awarded, this grant could assist with phase 2 of the project.

Councilman Harris questioned if the Miracle League had a financial report. Mr. Key responded that the funds for this project are being maintained by the Partnership for Children. Mr. Harris explained that he was concerned that the Friends of the Park had committed to donating funds to help secure the grant, but that organization has an obligation to the debt service of the SRAC which it has not met. Mr. Harris asked for financial reports from the Miracle League and from the Friends of the Park.

Mayor Pro-Tem Ashley questioned the maintenance and lifespan of the equipment. Mr. Key explained that the Pour and Play surface has a 20 – 25 year life span and the structures an estimated 20 years. Mr. Key further explained that as part of the agreement with the Town, the

Miracle League and Partnership for Children would maintain the inclusion park for the first 20 years with the Town only providing grounds maintenance.

Councilman Rabil questioned if Johnston County had provided any funds for this project. Mr. Key responded that \$100,000 was given by Johnston County.

Councilman Scott stated that based on information that was given to him only 30% of Smithfield residents will use the parks. Councilman Scott explained that he did not want the citizens to be responsible for a park that they would not utilize. Mr. Key responded that 60% -70% of the funds raised for the inclusion park have been donated by businesses and individuals outside of Smithfield

Jane Allen, mother of Timothy Allen, explained that the inclusion park is not only for children with disabilities. This park would be used by many others.

Mayor Pro-Tem Ashley made a motion seconded by Councilman Dunn, to authorize the Parks and Recreation Department to apply for the NC Connect Grant. Unanimously approved.



Request for City Council Action

Business **Funding**
Agenda **for NCDOT**
Item: **Agreement**
Date: 05/02/2017

Subject: Funding for NCDOT Agreement
Department: Utilities
Presented by: Ted Credle
Presentation: Business Item

Issue Statement

The Town is interested in converting some traffic signals so the lights may function with a generator. The Town received a quote from a local contractor to install the generators at the designated traffic signals.

Financial Impact

The amount required by the NCDOT is \$2,500 to fund the agreement. The funds will have no impact on the approved fiscal budget

Action Needed

Approve the \$2,500 funds for the agreement

Recommendation

Staff recommends the approval of the funds for the agreement with the NCDOT.

Approved: City Manager City Attorney

Attachments:

NCDOT Agreement
NCDOT Stoplight Specification
Quote from McClung's Electric and Plumbing



Staff Report

**Business Funding
Agenda for NCDOT
Item: Agreement**

This item was tabled at the February 7, 2017 meeting.

During the recent natural disaster (Hurricane Matthew), the Town, through no fault of its own, experienced a loss of power which affected a majority of the Town customers. Until power was restored, a dangerous situation was noticed. Many drivers approached various intersections without stopping, or even slowing down. This clear and present danger was somewhat lessened by having the Town Police Department direct traffic in the busiest intersections.

The NCDOT has a specification that allows their stoplights to be converted to a light that can accept generator power. The Town feels that in the rare occasions when power may be out for extended time, it may be best to use generator power to operate the busiest intersections, which in turn, would free up the Police to patrol and safeguard the citizens.

The first step in converting the NCDOT stoplights is to establish an agreement with the NCDOT to allow the Town to perform the conversion. A part of this agreement specifies the Town is to submit \$2,500 to execute the agreement.

A local contractor submitted a quote whereby they would furnish and install material and labor to install 30 amp 120v manual switches at a cost of \$1200 per traffic signal. Staff is allowing a \$300 contingency per traffic signal. Bringing the total cost per traffic signal to \$1500 per signal. At this time, staff is requesting to move forward with only the NCDOT agreement.

NORTH CAROLINA
JOHNSTON COUNTY

TRAFFIC – REVIEW AND INSPECTION AGREEMENT

DATE: 1/5/2017

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

AND

WBS Elements: 36249.3734

TOWN OF SMITHFIELD

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the “Department” and the Town of Smithfield, hereinafter referred to as the “Municipality”.

WITNESSETH:

WHEREAS, the Department and the Municipality propose to make certain traffic control improvements under said project in Johnston County; and,

WHEREAS, the Municipality has agreed to participate in the cost of the project as hereinafter set out.

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

SCOPE OF PROJECT

1. The Project consists of the conversion of existing NCDOT owned traffic signals from standard electrical feed to the NCDOT approved modified electrical service which provides for generator power during times of outages. The Department will review the traffic signal plans and inspect the traffic signal installation.

DESIGN AND EQUIPMENT PROCUREMENT

2. Project plans and traffic signal designs shall be prepared by the Municipality, including electrical and programming details, (if applicable) metal poles with mast arm shop drawings, foundation designs, utility make-ready plans, communications cable routing plans, traffic signal coordination timing plans and Project Special Provisions (including, but not limited to: providing Synchro/Tru-Traffic files and programming data sheets; coordination timing plans, graphics package, downloading coordination timing plans onto system cabinets and/or onto

central computer). All work shall be performed in accordance with Departmental standards and specifications. Said plans and design shall be submitted to the Department for review and approval prior to any work being performed by the Municipality. All work shall be done at no expense to the Department.

3. The Municipality, at no expense to the Department, shall purchase or furnish from stock all traffic signal equipment necessary for the traffic signal revision. Said equipment shall be in reasonably close conformity with the standards and specifications of equipment and materials used by the Department. The Department reserves the right to reject the use of any equipment and materials it deems functionally inferior.

UTILITIES AND RIGHT OF WAY

4. The Municipality, shall accomplish the relocation or adjustment of any and all utilities in conflict with the construction of the project. Said work shall be accomplished in a manner satisfactory to the Department, and without cost to the Department.
5. It is understood by the parties hereto that all work shall be contained within existing right of way. However, should it become necessary, the Municipality, shall provide any required right of way and/or construction easements at no cost or liability whatsoever to the Department. Acquisition of right of way shall be accomplished in accordance with State procedures. The Municipality, shall indemnify and save the Department harmless from any and all claims for damages that might arise on account of damage to public or private property and right of way acquisition, drainage, and construction easements for the construction of the project.

CONSTRUCTION

6. The Municipality, at no expense to the Department, shall enter into and administer the contract for the installation of all equipment and perform such other work as required on the project in accordance with the approved project plans, the NCDOT "Standard Specifications for Roads and Structures", January 2012, "Roadway Standard Drawings", January 2012 and any addendum, all local codes and ordinances, and the procedures set out herein below shall be followed:
 - A. No work shall be performed by the Municipality prior to approval of the traffic signal design by the Department.
 - B. Installation shall be done by a licensed electrical contractor familiar with traffic signal construction.

- C. All preliminary and construction engineering, supervision, and labor pertaining to the signal installation will be furnished by the Municipality.
 - D. The Department's Division Engineer shall have the right to inspect, sample or test, and approve or reject any materials or construction methods used during the construction of the project.
 - E. Upon completion of the project, and prior to final acceptance by the Department, the Municipality, will furnish to the Department's Division Engineer one (1) signal inventory control sheet and one (1) set of "Plan of Record" plans.
 - F. Prior to final acceptance by the Department, the Division Engineer shall have the right to make a final inspection of the completed work.
 - G. Failure on the part of the Municipality, to comply with any of these provisions will be grounds for the Department to terminate the project.
 - H. The Municipality, agrees to pursue the completion of the work covered by this Agreement as expeditiously as feasible and to complete all work within 180 Days of notice to proceed.
- 7. During installation of the signal equipment, the Department shall inspect the work being performed by the Municipality to ensure compliance with the project plans, the current NCDOT traffic signal specifications, and the terms of this Agreement.
 - 8. The Municipality shall install thermoplastic pavement markings where pavement markings are required on the project.
 - 9. The Municipality will be responsible for all costs, including Departmental labor costs, associated with any damage to Department owned equipment caused by work performed under this project or caused in the future by equipment installed under this project.

FUNDING

- 10. The Municipality shall reimburse the Department one hundred percent (100%) of the actual cost of all work performed by the Department, including administrative costs. Based on the estimated costs, the Municipality shall submit a check for \$2,500 to the Department's Division Engineer upon **partial execution** of this Agreement by the Municipality. Upon completion of the project, if actual costs exceed the amount of payment, the Municipality shall reimburse the Department any underpayment within sixty (60) days of invoicing by the Department. If the actual cost of the work is less than \$2,500, the Department shall reimburse the

Municipality any overpayment. The Department shall charge a late payment penalty and interest on any unpaid balance due in accordance with G.S. 147-86.23.

MAINTENANCE

11. Upon completion of the project, the Department shall own and control the existing traffic signal. The Municipality will maintain all generators, equipment and connections associated with the conversion and installation of this project.
12. In the event of damage to the metal poles, the Department shall install "in-kind" metal poles if funding is available from the damage claim or the Municipality. However, if said funding is not available, the Department reserves the right to install wooden poles in lieu of metal poles (if applicable).

ADDITIONAL PROVISIONS

13. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).
14. Pursuant to GS 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.* requires that each vendor, prior to contracting with the State, certify that the contracting party meets the requirements of the Iran Divestment Act. The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/iran and will be updated every 180 days.

By execution of this Agreement each Party certifies that neither it nor its Agents or Contactors/Subcontractors are on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran; and neither Party shall utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List.

Furthermore, each Party certifies that the undersigned are authorized by the Parties to make this Certification.

During the term of this Agreement, should the Parties receive information that a person is in violation of the Act as stated above, the Department will offer the person an opportunity to respond and the Department will take action as appropriate and provided for by law, rule, or contract. Should this Act be voided by NC General Statute, this Agreement will remain valid; however this certification will no longer be required.

IT IS UNDERSTOOD AND AGREED that the approval of the project by the Department and the Municipality is subject to the conditions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

ATTEST:

TOWN OF SMITHFIELD

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

Approved by _____ of the local governing body of the Town of Smithfield

as attested to by the signature of Clerk of said governing body on _____ (Date)

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Federal Tax Identification Number

(SEAL)

Remittance Address:

Town of Smithfield

DEPARTMENT OF TRANSPORTATION

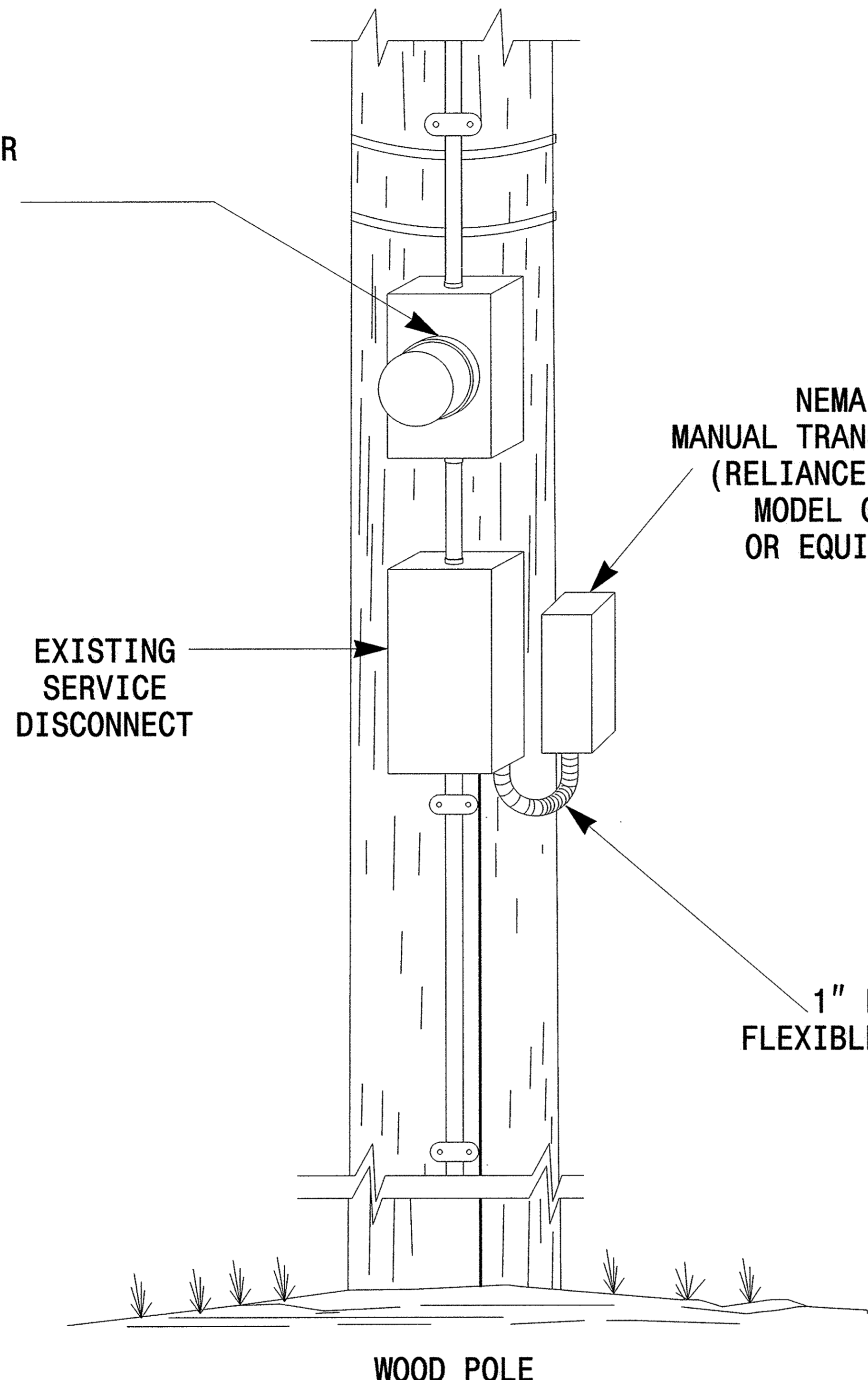
BY: _____
(CHIEF ENGINEER)

DATE: _____

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: _____

Agreement ID # 6956

EXISTING
ELECTRICAL
SERVICE METER
BASE (TYP)



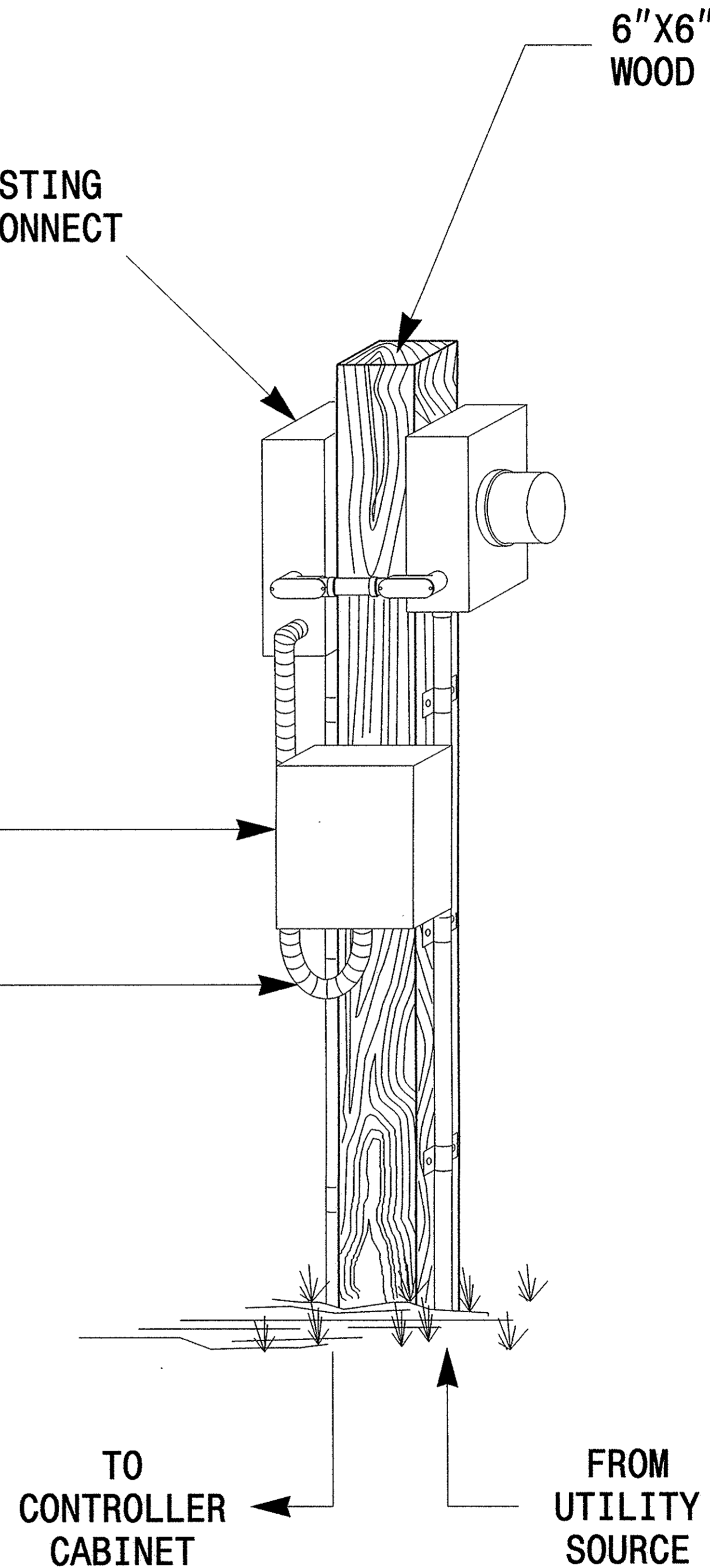
EXISTING
DISCONNECT

NEMA 3R
MANUAL TRANSFER SWITCH
(RELIANCE CONTROLS
MODEL CSR-521
OR EQUIVALENT)

EXISTING
SERVICE
DISCONNECT

1" LIQUIDTIGHT
FLEXIBLE METAL CONDUIT
(TYP)

6"X6" TREATED
WOOD POST (TYP)



TO
CONTROLLER
CABINET

FROM
UTILITY
SOURCE

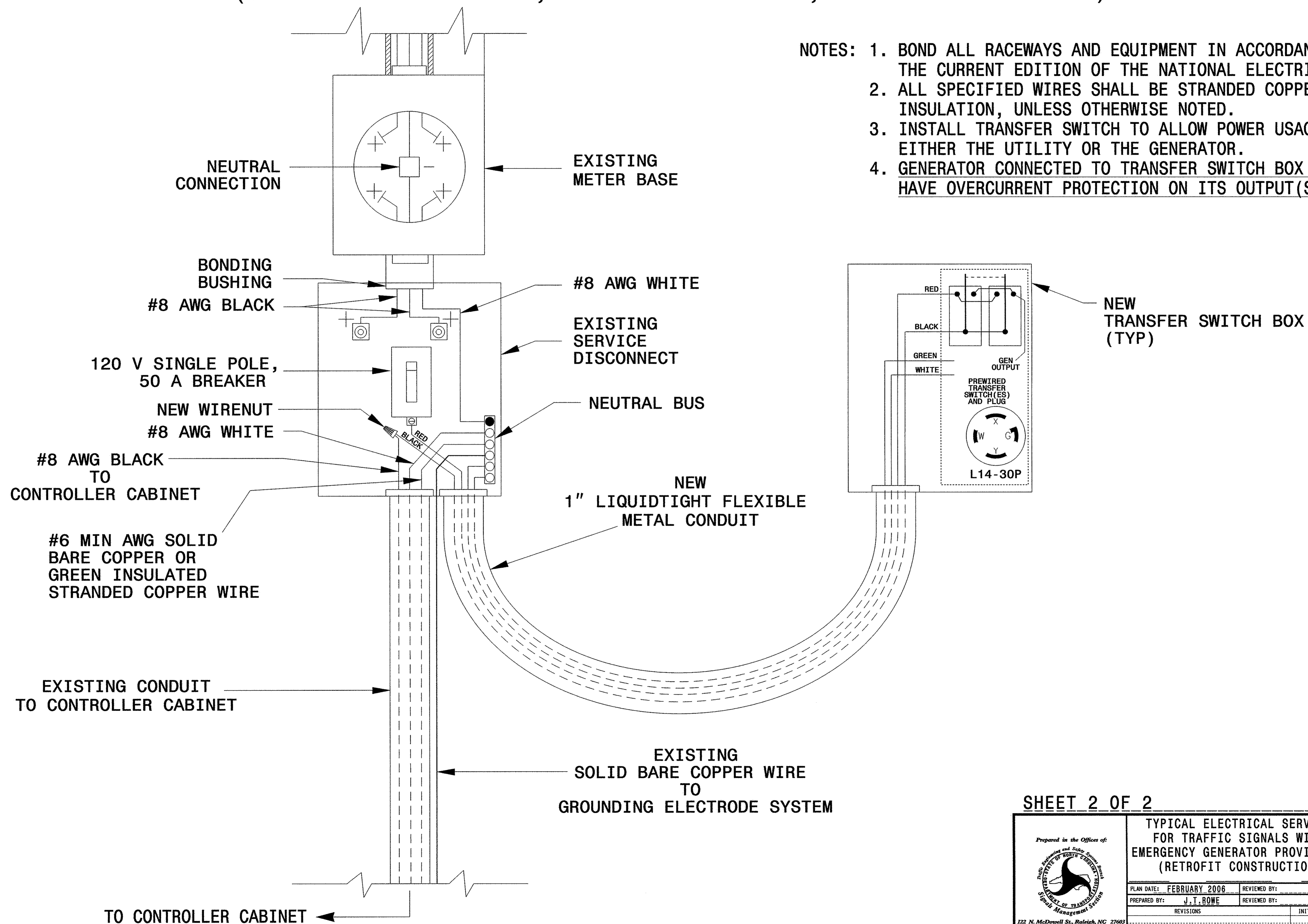
- NOTES: 1. PERFORM ALL WORK IN ACCORDANCE WITH THE CURRENT EDITION OF THE NATIONAL ELECTRICAL CODE.
2. PROVIDE LOCKABLE MANUAL TRANSFER SWITCH BOX WITH L14-30P THAT RETAINS NEMA 3R RAINPROOF RATING WITH GENERATOR CORD SET CONNECTED.
3. REFER TO NCDOT ROADWAY STANDARD DRAWINGS 1700.01 AND 1700.02 FOR GROUNDING ELECTRODE SYSTEM REQUIREMENTS.
4. REFER TO SHEET 2 FOR BONDING REQUIREMENTS.

SHEET 1 OF 2

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	TYPICAL ELECTRICAL SERVICE FOR TRAFFIC SIGNALS WITH EMERGENCY GENERATOR PROVISIONS (RETROFIT CONSTRUCTION)		
	PLAN DATE: FEBRUARY 2007 PREPARED BY: J.T. ROWE	REVIEWED BY: REVIEWED BY:	
REVISIONS INIT. DATE	REVISIONS INIT. DATE	REVISIONS INIT. DATE	SIGNATURE: <i>Gregory A. Fuller</i> DATE: 3/7/07 SIG. INVENTORY NO.

TYPICAL ELECTRICAL CONNECTION DETAIL FOR OVERHEAD SERVICE INSTALLATION (SHOWN WITH METER BASE, SERVICE DISCONNECT, AND TRANSFER SWITCH)



- NOTES:
1. BOND ALL RACEWAYS AND EQUIPMENT IN ACCORDANCE WITH THE CURRENT EDITION OF THE NATIONAL ELECTRICAL CODE.
 2. ALL SPECIFIED WIRES SHALL BE STRANDED COPPER WITH THWN INSULATION, UNLESS OTHERWISE NOTED.
 3. INSTALL TRANSFER SWITCH TO ALLOW POWER USAGE FROM EITHER THE UTILITY OR THE GENERATOR.
 4. GENERATOR CONNECTED TO TRANSFER SWITCH BOX PLUG SHALL HAVE OVERCURRENT PROTECTION ON ITS OUTPUT(S).

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SHEET 2 OF 2

	TYPICAL ELECTRICAL SERVICE FOR TRAFFIC SIGNALS WITH EMERGENCY GENERATOR PROVISIONS (RETROFIT CONSTRUCTION)		
	PLAN DATE: FEBRUARY 2006 PREPARED BY: J. I. ROWE	REVIEWED BY: REVIEWED BY:	
REVISIONS INIT. DATE	SIGNATURE: <i>Gregory A. Fuller</i> DATE: 3/7/07		S16. INVENTORY NO.

Proposal

McCLUNG'S ELECTRIC & PLUMBING CO.

1533 Pine Level-Selma Road
Selma, NC 27576
Phone 965-9428

PROPOSAL SUBMITTED TO <i>Town of Smithfield</i>		PHONE	DATE <i>3-30-17</i>
STREET		JOB NAME <i>Generator Powered Stoplights</i>	
CITY, STATE AND ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

1) Furnish & Install material & Labor to Install
 30 Amp 120V manual transfer switch
 At select Stop Lights @ 1,200.00

* This price is for each stop light

* Permit not included

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Twelve Hundred Dollars + tax dollars (\$ 1200.00).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature *Keith McClung*

Note: This proposal may be withdrawn by us if not accepted within 10 days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance: _____



Request for City Council Action

**Business
Agenda
Item:** Booker
Dairy
Road
Sidewalks
Date: 05/02/2017

Subject: Sidewalk Approval
Department: Street/Planning
Presented by: Michael Scott, Town Manager
Presentation: Business

Issue Statement :

On September 1, 2015, the Town Council adopted a resolution requesting assistance from NCDOT in placing sidewalks alongside Booker Dairy Road, as part of the Booker Dairy Road Extension Project. The requested cost was to be funded 30% by the Town of Smithfield and 70% by NCDOT. NCDOT has approved this request.

Financial Impact:

NCDOT estimates the Towns responsibility of 30% of the total costs would equate to \$56,040.

Action Needed:

Approve a resolution to pay \$30% of the cost of placing sidewalks along both sides of Booker Dairy Road between Buffalo Road and Bradford Street at a cost estimate of \$56,040.

Recommendation:

Approve Resolution # 603 (08-2017) for 30% of sidewalk costs.

Approved: City Manager City Attorney

Attachments: Staff Report
Supporting Documentation
Supporting Map
Resolution #603 (08-2017)



Staff Report

**Business
Agenda
Item: Booker
Dairy
Road
Sidewalks**

At the September 1, 2015 Council Meeting, the Town Council passed a resolution requesting the assistance from North Carolina Department of Transportation (NCDOT) to share in the cost of adding sidewalks on both sides of Booker Dairy Road, as part of the Booker Dairy Road Extension Project. (A copy of the resolution accompanies this action form.)

On February 20, 2017, a meeting was held with NCDOT Officials to discuss the progress of the Booker Dairy Road Extension Project, as well as the improvements that will be made during this project. The addition of sidewalks was also discussed. NCDOT Officials requested the Town send a recommendation as to where the sidewalks should be placed and NCDOT would respond with the viability of the request, as well as a cost to the Town, with the cost being split 30% Smithfield responsibility and 70% NCDOT responsibility.

The Planning Department and the Town Manager submitted the request shortly thereafter. NCDOT has approved a portion of sidewalk on both sides of the improved Booker Dairy Road between Buffalo Road and Bradford Street. The overall cost for the sidewalks is estimated at \$186,800, with NCDOT bearing 70% of the cost (\$130,760) and the Town of Smithfield bearing 30% of the cost (\$56,040). Additional requests for sidewalks were not approved due to the lack of curb and gutter in other areas of the project.

It is recommended the Town Council pass a resolution approving an agreement with NCDOT for the construction of sidewalks along the Booker Dairy Road Project between Buffalo Road and Bradford Street, at an estimated cost to the Town of Smithfield of \$56,040. The payment will not be required until the Booker Dairy Road Extension Project is complete, estimated to be during the FY 2019-2020 budget.

**TOWN OF SMITHFIELD
RESOLUTION #566 (16-2015) SEEKING ASSISTANCE
FROM NCDOT FOR SIDEWALKS ON BOOKER DAIRY ROAD**

WHEREAS, the Town of Smithfield is requesting assistance from the North Carolina Department of Transportation for sidewalks on Booker Dairy Road ; and

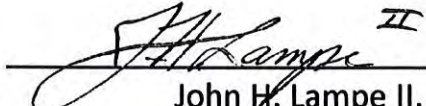
WHEREAS, the Town of Smithfield is grateful that NCDOT has agreed to share the cost of these improvements as NCDOT will finance 70% of the project and the Town will finance 30% of the project; and

WHEREAS, the Town of Smithfield is aware that the entire project will be completed over several years and as funds become available; and

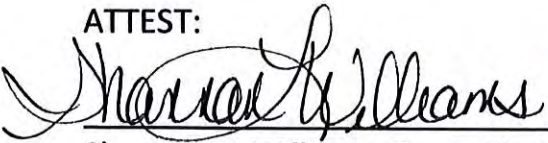
WHEREAS, the Town of Smithfield appreciates all the assistance that NCDOT has provided to the Town and continues to provide to the Town.

NOW THEREFORE BE IT RESOLVED THAT THE Town Council of the Town of Smithfield seeks assistance from the NCDOT for sidewalk improvements along Booker Dairy Road.

ADOPTED THIS 1st DAY OF SEPTEMBER, 2015.



John H. Lampe II, Mayor

ATTEST:


Shannan L. Williams, Town Clerk



Listed below is the cost estimate for sidewalk from Buffalo Road to Bradford St/White Oak Dr. (First Priority). We did not analyze the cost of the Second and Third Priorities as shown on the submitted diagram (attached). The portion from Bradford St/White Oak Dr. to Walmart Dr. is designed as a shoulder section (no curb). To incorporate sidewalks in these areas would require additional right of way and/or extensive hydraulic design revisions likely resulting in additional cost and project delays. We are currently in the process of Right of Way Acquisition and wish to maintain our current schedule. Please let us know if we can be of further assistance.

Thanks,

TOTAL COST (First Priority)	\$186,800
NCDOT (70% Share)	\$130,760
TOWN OF SMITHFIELD (30% Share)	\$56,040

Corey D. McLamb, PE
Project Manager
NCDOT Division Four

252 296 3535 office
919 915 1658 mobile
cdmclamb@ncdot.gov

509 Ward Blvd.
PO Box 3165
Wilson, NC 27895



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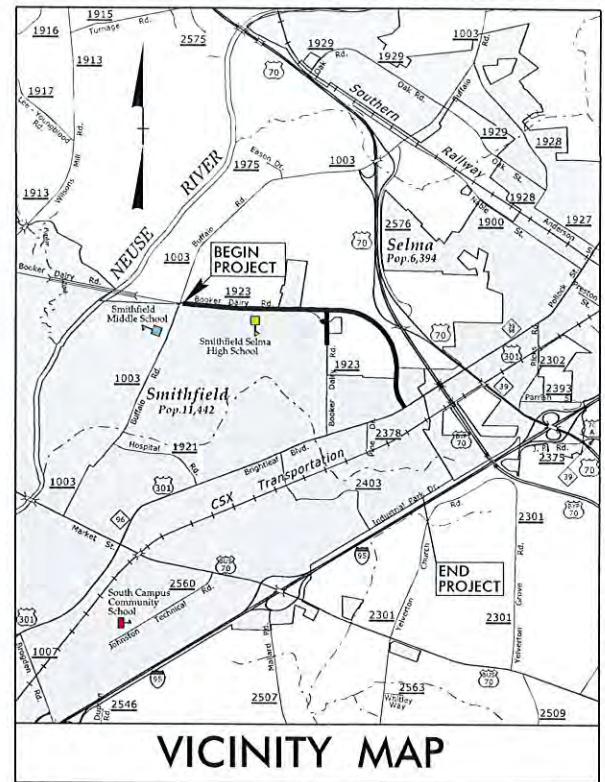
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Email correspondence to and from this sender is subject to the N.C. Public Records Law and may be disclosed to third parties.

09/2015/199

TIP PROJECT: U-3334B

See Sheet 1-B for Conventional Symbols
See Sheets 1-C thru 1-D for Survey Control Sheets



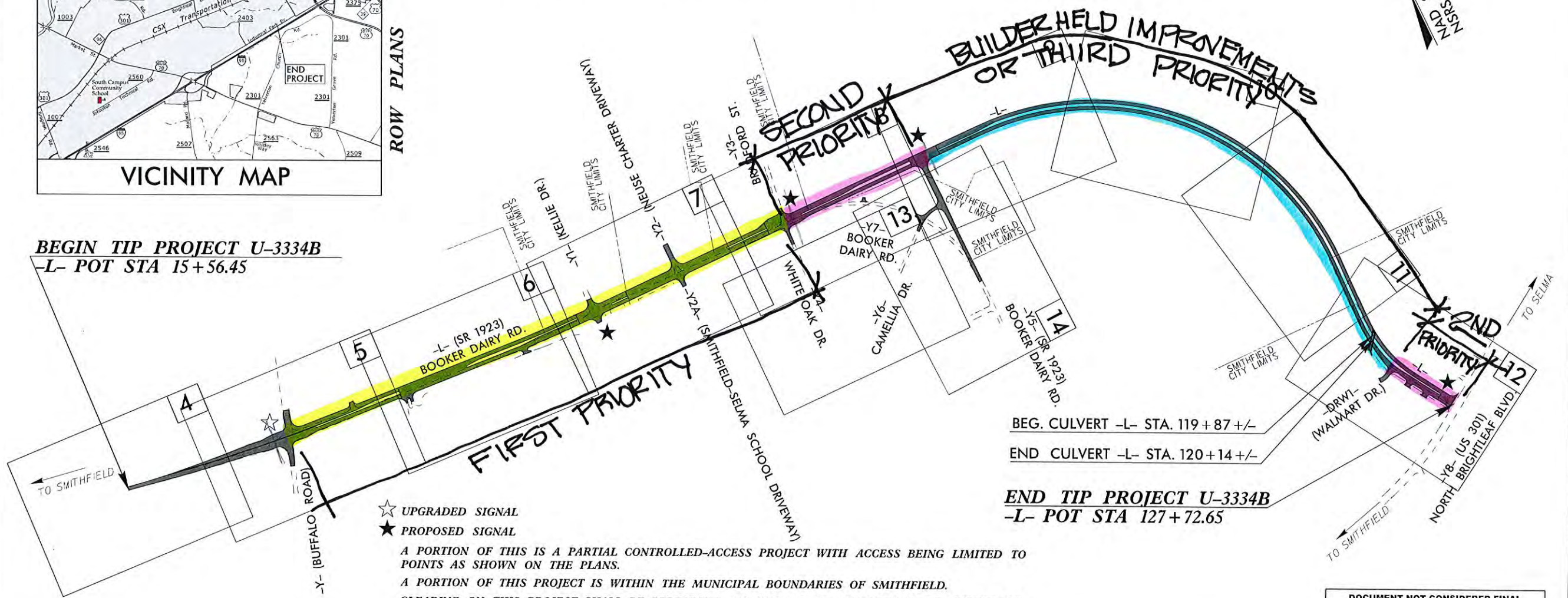
STATE OF NORTH CAROLINA
DIVISION OF HIGHWAYS
JOHNSTON COUNTY

LOCATION: SR 1923 EXTENSION (BOOKER DAIRY ROAD) FROM SR 1003 (BUFFALO ROAD) TO US 301 (BRIGHTLEAF BOULEVARD)

TYPE OF WORK: GRADING, PAVING, DRAINAGE, CULVERT, AND SIGNALS

STATE	STATE PROJECT REFERENCE NO.	SHEET NO.	TOTAL SHEETS
N.C.	U-3334B	1	
STATE PROJ. NO.	F.A. PROJ. NO.	DESCRIPTION	
34929.1.3	STP-1923(12)	P.E.	
34929.2.5		RW	
34929.2.6		UTIL.	

BEGIN TIP PROJECT U-3334B
-L- POT STA 15+56.45



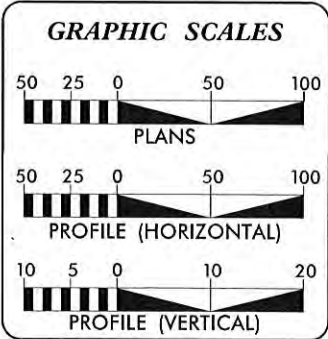
BEG. CULVERT -L- STA. 119+87 +/-
END CULVERT -L- STA. 120+14 +/-

END TIP PROJECT U-3334B
-L- POT STA 127+72.65

☆ UPGRADED SIGNAL
★ PROPOSED SIGNAL
A PORTION OF THIS IS A PARTIAL CONTROLLED-ACCESS PROJECT WITH ACCESS BEING LIMITED TO POINTS AS SHOWN ON THE PLANS.
A PORTION OF THIS PROJECT IS WITHIN THE MUNICIPAL BOUNDARIES OF SMITHFIELD.
CLEARING ON THIS PROJECT SHALL BE PERFORMED TO THE LIMITS ESTABLISHED BY METHOD III.

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

CONTRACT:



DESIGN DATA

ADT 2018 =	10,637
ADT 2038 =	16,785
K =	9 %
D =	55 %
T =	3 % *
V =	50 MPH
* (1% TTST + 2% DUALS)	
FUNC CLASS =	URBAN COLLECTOR SUBREGIONAL TIER

PROJECT LENGTH

LENGTH OF ROADWAY TIP PROJECT U-3334B =	2.123 MILES
LENGTH OF STRUCTURE TIP PROJECT U-3334B =	0.001 MILES
TOTAL LENGTH OF TIP PROJECT U-3334B =	2.124 MILES

Prepared in the Office of:

for the North Carolina Department of Transportation

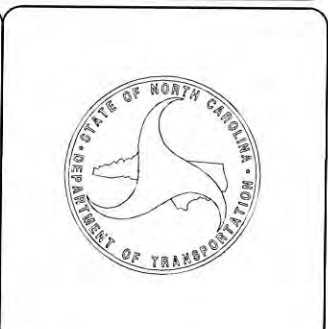
2012 STANDARD SPECIFICATIONS	STANTEC CONTACT
RIGHT OF WAY DATE: JUNE 10, 2016	STEVE SMALLWOOD, P.E. PROJECT ENGINEER
LETTING DATE: JANUARY 16, 2018	NCDOT CONTACT: REKHA PATEL, P.E.

HYDRAULICS ENGINEER

SIGNATURE: _____ P.E.

ROADWAY DESIGN ENGINEER

SIGNATURE: _____ P.E.



6/9/2016 U:\Roadway\Proj\U3334B_Rdy_Tsh.dgn cmo.zingo

**TOWN OF SMITHFIELD
RESOLUTION # 603 (08-2017)
ACCEPTING AN AGREEMENT WITH THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
FOR SIDEWALKS TO BE INSTALLED ALONG BOOKER DAIRY ROAD**

WHEREAS, on September 1, 2015 the Smithfield Town passed Resolution #566 (16-2015) requesting assistance from the NCDOT for sidewalks to be constructed along Booker Dairy Road; and

WHEREAS, as a part of the Booker Dairy Road Project, North Carolina Department of Transportation (NCDOT) as agreed to install sidewalks along both sides of Booker Dairy Road between Buffalo Road and Bradford Street; and

WHEREAS, the estimated total cost to construct the sidewalks is \$186,800 of which, 70% will be funded by the NCDOT at a cost of \$130,760 and 30% will be funded by the Town of Smithfield at a cost of \$56,040 ; and

WHEREAS, the Smithfield Town Council is committed to this project to provide adequate safety for pedestrians; and

WHEREAS, the Smithfield Town Council appreciates all the assistance that the North Carolina Department of Transportation has provided to the Town and continues to provide to the Town of Smithfield.

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Smithfield, enters into an agreement with the North Carolina Department of Transportation to construct sidewalks along both sides on Booker Dairy Road between Buffalo Road and Bradford Street at a cost of \$186,800; 70% will be funded by NCDOT at a cost of \$130,760 and 30% will be funded by the Town of Smithfield at a cost of \$56,040.

Adopted this the 2nd day of May, 2017

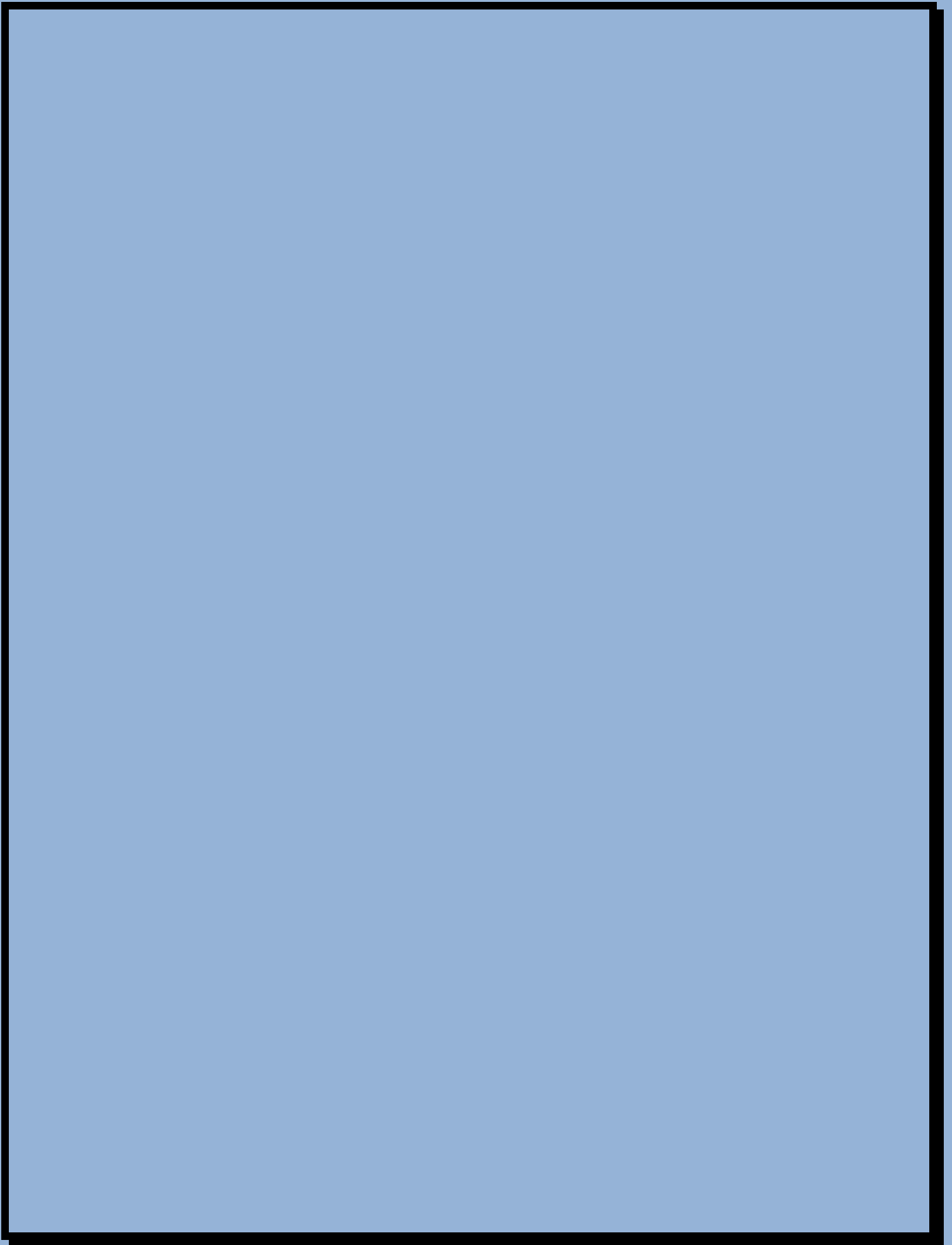
M. Andy Moore, Mayor

ATTEST:

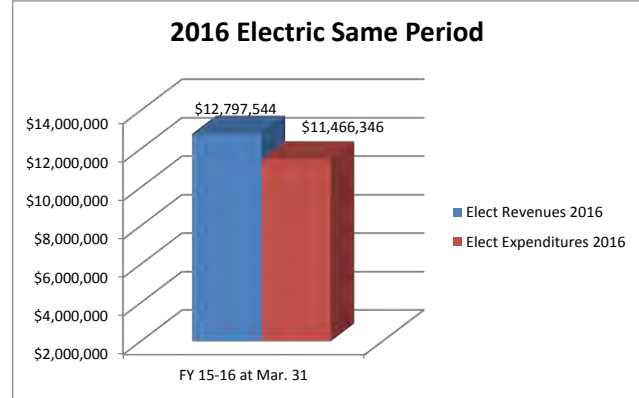
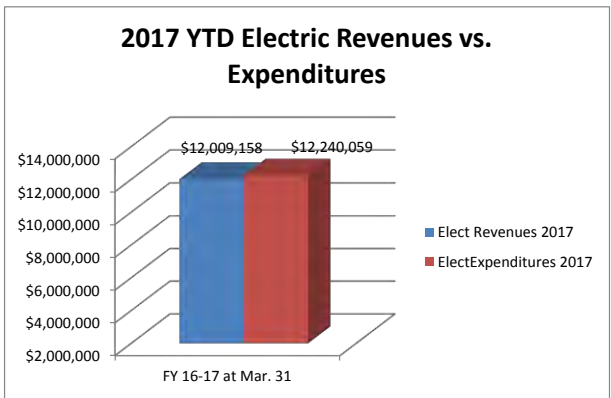
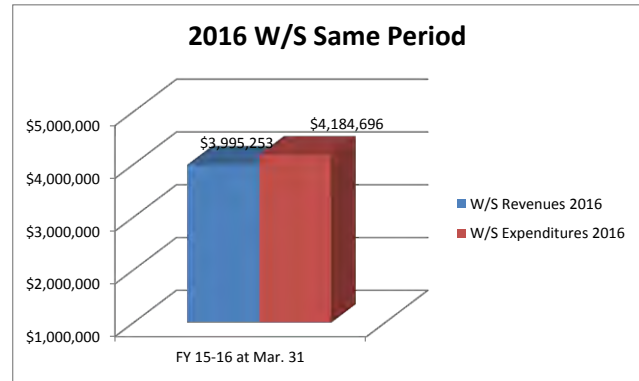
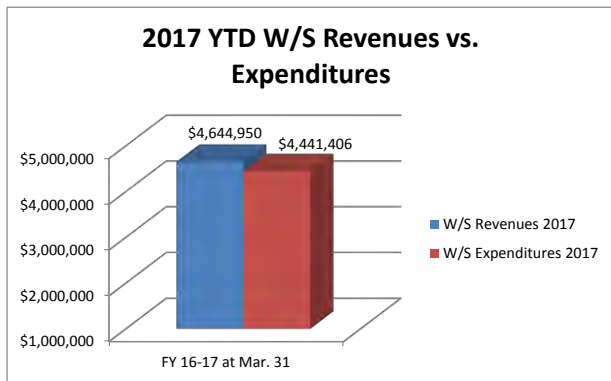
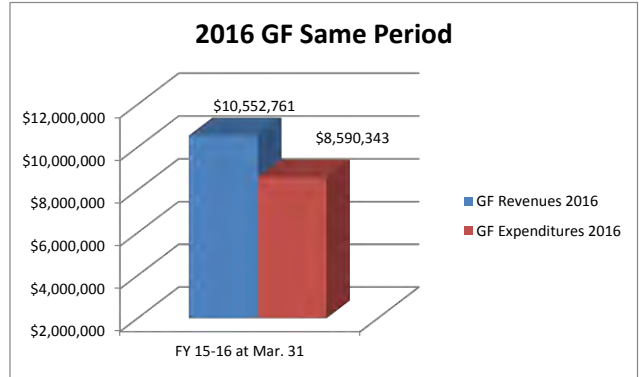
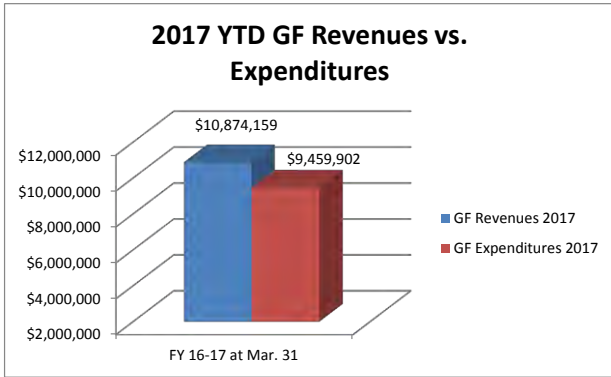
Shannan L. Williams, Town Clerk

(Seal)

Financial Report



Town of Smithfield Revenues vs. Expenditures



TOWN OF SMITHFIELD
MAJOR FUNDS FINANCIAL SUMMARY REPORT
March 31, 2017
75 Percent

75.00%

GENERAL FUND

	Frequency	Actual	Budget	Actual to Date	YTD %
		FY '15-16	FY '16-17	FY '16-17	Collected
Revenues					
Current & Prior Year Property Taxes	Monthly	\$ -	\$ 5,528,779	\$ 5,544,004	100.28%
Motor Vehicle Taxes	Monthly	-	470,000	382,684	81.42%
Utility Franchise Taxes	Quarterly	-	1,000,000	740,978	74.10%
Local Option Sales Taxes	Monthly	-	2,064,700	1,444,818	69.98%
Aquatic and Other Recreation	Monthly	-	753,300	537,632	71.37%
Sanitation	Monthly	-	1,306,500	900,750	68.94%
All Other Revenues		-	1,307,825	1,323,293	101.18%
Loan Proceeds		-	104,000	-	0.00%
Transfers (Electric and Fire Dist.)		-	261,614	-	0.00%
Fund Balance Appropriated		-	803,343	-	0.00%
Total		\$ -	\$ 13,600,061	\$ 10,874,159	79.96%

	Actual	Budget	Actual to Date	YTD %
	FY '15-16	FY '16-17	FY '16-17	Spent
Expenditures				
General Gov.-Governing Body	\$ -	\$ 389,407	\$ 285,730	73.38%
Non Departmental	-	919,709	670,245	72.88%
Debt Service	-	1,283,352	978,865	76.27%
Finance	-	159,792	126,223	78.99%
Planning	-	367,698	229,006	62.28%
Police	-	3,608,768	2,340,591	64.86%
Fire	-	1,498,722	1,114,057	74.33%
EMS	-	-	-	#DIV/0!
General Services/Public Works	-	483,940	320,471	66.22%
Streets	-	1,251,604	1,089,328	87.03%
Motor Pool/Garage	-	91,880	62,716	68.26%
Powell Bill	-	348,225	79,560	22.85%
Sanitation	-	1,237,219	909,061	73.48%
Parks and Rec	-	908,700	603,844	66.45%
SRAC	-	927,613	650,205	70.09%
Contingency	-	123,432	-	0.00%
Appropriations/Contributions	-	-	-	0.00%
Total	\$ -	\$ 13,600,061	\$ 9,459,902	69.56%

YTD Fund Balance Increase (Decrease)

-

-

75.00%

WATER AND SEWER FUND

	Actual FY '15-16	Budget FY '16-17	Actual to Date FY '16-17	YTD % Collected
Revenues				
Water Charges	\$ -	\$ 2,890,000	\$ 1,681,707	58.19%
Water Sales (Wholesale)	-	715,210	635,101	88.80%
Sewer Charges	-	3,270,000	2,294,510	70.17%
Tap Fees	-	16,000	24,004	150.03%
All Other Revenues	-	-	9,628	#DIV/0!
Loan Proceeds	-	316,000	-	0.00%
Fund Balance Appropriated	-	-	-	#DIV/0!
Total	\$ -	\$ 7,207,210	\$ 4,644,950	64.45%

	Actual FY '15-16	Budget FY '16-17	Actual to Date FY '16-17	YTD % Spent
Expenditures				
Water Plant (Less Transfers)	\$ -	\$ 1,631,097	\$ 1,124,370	68.93%
Water Distribution/Sewer Coll (Less Transfers)	-	4,045,521	2,345,874	57.99%
Transfer to General Fund	-	-	-	#DIV/0!
Transfer to W/S Capital Proj. Fund	-	930,000	630,000	67.74%
Debt Service	-	495,361	341,162	68.87%
Contingency	-	105,231	-	0.00%
Total	\$ -	\$ 7,207,210	\$ 4,441,406	61.62%

ELECTRIC FUND

	Actual FY '15-16	Budget FY '16-17	Actual to Date FY '16-17	YTD % Collected
Revenues				
Electric Sales	\$ -	\$ 16,894,747	\$ 11,611,423	68.73%
Penalties	-	400,000	350,799	87.70%
All Other Revenues	-	90,463	46,936	51.88%
Loan Proceeds	-	-	-	
Fund Balance Appropriated	-	-	-	
Total	\$ -	\$ 17,385,210	\$ 12,009,158	69.08%

	Actual FY '15-16	Budget FY '16-17	Actual to Date FY '16-17	YTD % Spent
Expenditures				
Administration/Operations	\$ -	\$ 2,105,522	\$ 1,417,643	67.33%
Purchased Power	-	13,600,000	9,560,445	70.30%
Debt Service	-	359,972	359,184	99.78%
Capital Outlay	-	255,000	141,573	
Contingency	-	303,502	-	
Transfers to Electric Capital Proj Fund	-	400,000	400,000	
Transfer to Water Capital Improvement Fund	-	275,000	275,000	

Transfers to General Fund	-	86,214	86,214	100.00%
Total	\$ -	\$ 17,385,210	\$ 12,240,059	70.41%

CASH AND INVESTMENTS

General Fund (Includes P. Bill)	9,366,669			
Water and Sewer Fund	4,415,979			Interest Rate
Electric Fund*	9,553,558			
Capital Project Fund: Wtr/Sewer (45)	654,878	1st CITIZENS	18,031,158	0.20%
Capital Project Fund: General (46)	144,318	NCCMT	2,255,769	0.500%
Capital Project Fund: Electric (47)	719,680	STIFEL	-	Market
Firemen Relief Fund (50)	156,797	KS BANK	3,741,246	.2, .65, &.7
Fire District Fund (51)	174,007	FOUR OAKS	1,290,135	0.60%
JB George Endowment (40)	132,422	PNC BANK	-	0.00%
Total	\$25,318,308		\$ 25,318,308	

*Plug

Account Balances Confirmed By Finance Director on 3/20/2017

Department Reports





Staff Report

Department Report **Economic Development Update**

Date of Meeting: May 02, 2017

Date Prepared: April 24, 2017

Staff Work By: Tim Kerigan, Economic Development Liaison

Update

In August 2016, upon request of Economic Development Liaison Tim Kerigan along with Rocky Lane of Sanford Holshouser, Council approved a Scope of Work with Sanford Holshouser for Implementation of the Strategic Economic Development Update Action Items.

Since that time, the Town has been able to make steady progress on implementing the identified action items **from the Town's Economic Development Strategic Plan that was updated in 2014.**

Please see the attached most recent Implementation Matrix .

Going further, at the request of Council, staff will provide similar monthly summary and matrix updates.

Action Requested

No action requested.

Smithfield Economic Development Implementation Activities March/April, 2017

1. Appeared before Town Council in support of moving forward with two initiatives in partnership with ElectriCities. The first was the development of a Strategic Communication Plan. This effort will be wide ranging and will include the development of a brand for the town, as well as marketing materials, and strategies on dissemination of information across the various media outlets available today, print, radio, social, and possibly even TV. Moving forward at this point is at no cost, and ElectriCities will bear a great deal of the cost in developing the strategy and the design and initial production of marketing materials. But there will likely be a cost associated with the Branding process. Town Council agreed to move forward with the initiative and we will now advance to the next step.

The second initiative is engaging with Retail Strategies for Retail Development. Retail Strategies proposal includes a comprehensive approach to retail development which includes: an assessment of Smithfield's current retail universe, the retail service area-the distance radius where shoppers come from, what retail companies are not present in Smithfield that would be desired and a good fit, evaluation of retail product that could accommodate new establishments, targeted companies, recruitment strategies, and actual client recruitment. ElectriCities has negotiated a reduced cost for these services for their member communities, and pays half of those costs. The initiative would be a three-year program. The presentation was for informational purposes only and a request to engage with Retail Strategies will come after further consideration.

2. Rocky Lane contacted Dr. Mai Nguyen, Associate Professor in the UNC-Chapel Hill School of City and Regional Planning to discuss the potential redevelopment project for the residential areas near the downtown district. Dr. Nguyen confirmed that she taught a course in the fall in which students were assigned projects that may be a fit for the efforts the SEDAC group is considering. Dr. Nguyen noted that she did outside consulting that could augment the students' work or, in the event the Smithfield project was not chosen as a class project, would supplant those efforts. A conference call was scheduled to discuss the project further with representatives of the SEDAC Committee.
3. As discussed Rocky contacted Allen Wellons, one of the owners of a former Smithfield Certified Site to inquire as to his interest in recertifying the property. Allen was agreeable, but recommended waiting a few months as his co-owner is involved in a situation that would likely impact negatively on them wanting to move forward with recertification at this time. Follow-up is scheduled for July.
4. Rocky researched the ownership of other properties identified during discussions with Chris Johnson as having potential for development as industrial sites, for further evaluation and discussions with the owners.

5. Conference call with Dr. Mai Nguyen which included Tim Kerigan, Mike Fleming, and Rocky Lane, to further discuss the potential residential revitalization project. Mike explained his vision of converting the high concentration of rental properties in the area around the downtown district to affordable, quality housing that would attract young professionals. The questions were posed, “How can we make the streetscape attractive,” and “How do we attract investment?” Mike described the neighborhood for Dr. Nguyen and she gave her first impressions, with the caveat that she could give a better assessment after touring the area and doing more research. Nguyen gave a brief overview of her work, area of specialty, and discussed a time line for the project. The course that she co-teaches will be offered in the fall, so the project would not get started before late August. The three of us agreed that this time frame would work okay. Dr. Nguyen will discuss the potential project with her co-instructor, and she and Rocky will discuss it again on April 20th. Dr. Nguyen emailed a link to an application form for areas asking to be considered as a class project, and asked us to complete it and get it back to her as quickly as possible.
6. Met with ElectriCities representatives, Brenda Daniels, Manager of Economic Development and Ed Roberts, Creative Lead from their marketing department to start the process of developing a Strategic Communication Plan. The meeting included several folks from various community organizations in order to gain their input and support for the effort. The meeting included: Chris Johnson, Mike Fleming, Donna Bailey-Taylor, Sarah Edwards, Kelly Wallace, and Rocky and Tim from the town. The discussion reviewed some of the information from the last meeting with ElectriCities re: Communications/Marketing and solicited information such as: what does a success in this effort mean to the individuals-what is the goal, what are the communication challenges, are there successful efforts in other communities that we can learn from? It was also discussed how the development of the strategy and a branding effort would require a team effort and input from a wider cross-section of the community. At the end of the meeting Ed promised to take the information, review it with his boss, Michele Vaught, VP of Marketing, and then draft an initial plan for the group’s review. It is anticipated that we will receive the draft plan in the next two months.
7. Tim Kerigan and Rocky Lane met to discuss the progress of the program and updated the Performance Matrix and the associated To Do list. Actions related to these areas are contained in the Strategic Plan Implementation Progress Matrix 12APR17.

SMITHFIELD STRATEGIC PLAN IMPLEMENTATION-12APR17

ACTIVITY		TASK	PARTNER	RESOURCES NEEDED	STATUS	NOTES
Develop overall support for the Economic Development Program						
		Develop and increase support for the Town's economic development efforts	Smithfield-Selma Chamber of Commerce		Good contact and support established with the organization	Will schedule a meeting with the Economic Development Committee later this Spring .
			Commercial Realtors		Maintaining on-going contact with realtors.	
			SEDAC		Maintaining on-going contact with SEDAC.	
			East Smithfield		Met with Crystal Roberts to discuss collaborative efforts.	Follow-up meeting to be scheduled.
			Business Community		Meeting with business community via BRE program.	Additional meetings with the business community are being scheduled via BRE activities.
Existing Business & Industry Support						
	Reestablish the Existing Industry Outreach Program					
		Develop a contact directory of Existing Industries			Initial Directory completed and will be updated regularly.	
		Developing an introductory letter to be mailed by January 2017			First batch of letters mailed 19JAN17.	

ACTIVITY		TASK	PARTNER	RESOURCES NEEDED	STATUS	NOTES
		Schedule visitations			Visitations have begun and will be on-going.	
		Determine Recognition Activities			Options discussed and being considered.	
New Business Recruitment						
	Attract new business investment and jobs	Identify needs of major companies in the County that Smithfield can capitalize on	JCED		Meeting with Chris Johnson to be scheduled to discuss approaching existing industries to discuss future needs/opportunities.	The needs/opportunities may include sites and/or buildings for vendors and suppliers, and housing needs for employees.
Town Image/Gateways						
	Gateways					
		Identify areas for improvement	SEDAC		Meetings to be scheduled in conjunction with Visioning/Branding and the development of the Strategic Communication Plan (SCP) to more fully discuss the issue.	
			East Smithfield-Crystal Roberts		Follow-up meeting with Crystal Roberts and other members of the community to discuss the issue.	Information will be gathered on the different areas of the town, including East Smithfield, in the development of the SCP and Visioning/Branding efforts.
			Business Community			
	Conduct a Visioning/Branding process					

ACTIVITY		TASK	PARTNER	RESOURCES NEEDED	STATUS	NOTES
			ElectriCities/ Business Community/ SEDAC/East Smithfield		A Strategic Communications Plan (SCP) effort is underway. A draft plan is being prepared for review. A decision on what level of Visioning/Branding effort the town feels is appropriate will be made after a review of the SCP.	Town Council agreed to move forward with the development of the SCP at their 07MAR17.
Product Development						
	Industrial Sites and Buildings	Increase the Town's product inventory	County and SEDAC		Contacted one of the Wellons-Howell property owners to discuss recertification. Reached out to owners of other properties identified as suitable for development as industrial sites. Searching for other suitable properties for evaluations and inclusion in the town's product inventory	Wellons-Howell owner was amenable, but a current situation would not be conducive for recertification at this time. The site will be revisited in July.
Downtown Redevelopment						

ACTIVITY		TASK	PARTNER	RESOURCES NEEDED	STATUS	NOTES
	Renovation and redevelopment of Downtown properties	Redevelopment of the former Town Hall			Met with Sarah Edwards and discussed the status of the Town Hall initiative.	A potential strategy that was employed by another municipality was discussed for possible application in Smithfield.
Internal/External Marketing						
	Internal	Identify the Economic Development Program Spokesman			Tim Kerigan is the spokesperson for the Economic Development Program.	
		Develop a newsletter			Exploring options for newsletter.	
	External	Develop Marketing Materials			The development of marketing materials, placement of news releases, etc. will be included in the SCP.	Council agreed to move forward on these items at their 07MAR17 meeting.
Johnston Community College						
	Identify JCC needs that can be translated into economic development activities	Convene a meeting with JCC leadership to discuss opportunities for collaboration	JCC		Met with Dr. David Johnson to discuss areas of needs and partnership opportunities.	Follow-up meeting will be scheduled in April.
Incentives						

ACTIVITY		TASK	PARTNER	RESOURCES NEEDED	STATUS	NOTES
		Review the Town's Incentives to assess the Town's competitiveness			Best Practices Analysis on-going.	
Retirement Development						
		Determine interest in advancing this initiative				
Residential Development						
		Assess Housing Stock	Tax Office Planning Department Local Realtors		Working with the SEDAC Redevelopment Committee to explore options of increasing/enhancing the housing stock in the town limits, primarily near downtown.	
					Held conference call with Dr. Mai Nguyen of the UNC-CH School of City and Regional Planning to discuss concepts and inquire as to support that may be available.	Dr. Nguyen is discussing the project with a colleague with the idea of including it as a class project in a course that they teach in the fall. Follow-Up with her is scheduled for 20APR17.
Retail Development						

ACTIVITY		TASK	PARTNER	RESOURCES NEEDED	STATUS	NOTES
		Expanding the Retail offerings of the Town	ElectriCities- Retail Strategies		Considering the proposal from Retail Strategies and the partnership opportunity with ElectriCities to formulate a recommendation to Town Council.	
Public Education						



FINANCE DEPARTMENTAL REPORT FOR MARCH, 2017

SUMMARY OF ACTIVITIES:

Daily Collections/Property Taxes/Other	\$2,946,931
Franchise Tax.....	262,763
Sales & Use Tax.....	241,766
Powel Bill.....	0
Total Revenue	\$3,451,460

Expenditures: General, Water, Electric and Firemen’s Fund..... \$2,939,794

FINANCE:

- Compiled and submitted monthly retirement report on 3/31/2017
- Issued 81 purchase orders
- Processed 854 vendor invoices for payment and issued 439 accounts payable checks
- Prepared and processed 2 regular payrolls. Remitted federal and state payroll taxes on 3/10/2017 and 3/24/2017
- Issued 0 new privilege licenses (new law change in effect 7/1/2015)
- Collected \$0 on past due privilege license fees. **NOTE:** Total collected now at \$10,291. The past due collections are the result of mailing some 284 past due notices to local businesses. Approximately 40 second notices were sent
- Sent 0 past due notices for grass cutting
- Collected \$364 in grass cutting invoices. Total collected to date is \$7,021
- Processed 13 NSF Checks (Utility and SRAC)
- Bad debt calendar year-to-date collections total \$19,519 (EMS = \$5,917; SRAC = \$2,286; Utility= \$10,952; and Other = \$364).
- Invoiced four (4) grave openings for a total of \$2,800
- Invoiced Smithfield Housing Authority and Johnston Community College for Police Security

FINANCE DIRECTOR

- Attended Town Council Meeting on March 7, 2017
- Attended the North Carolina Government Finance Officers Spring Conference in RTP, NC, March 1-3, 2017
- Participated in biweekly meetings with Tyler Technologies on 3/1/2017, 3/15/2017 and 3/29/2017 to discuss records management system (RMS)
- Participated in Tyler Tech’s webinar for RMS overview on 3/14/2017
- Attended the Local Government Commission Executive Committee meeting on 3/7/17 regarding the Town’s loan application
- Completed Tyler Tech’s Financial Forms Survey on A/P, Payroll, Direct Deposit, Check Writing and Positive Pay
- Held conference call with Tyler Tech’s, Pierette Crisp, on revamping the Town’s Chart of Accounts on 3/17/17 and 3/24/17
- Met with Town Manager on FY18 Budget 3/29/17
- Prime Rate increases over the past several months have aided in offsetting bank fees on the Town’s Central Depository Account with First Citizens Bank. For the first time since being charged service fees in April of 2015, there was no service charge to the Town. FY15 charges totaled \$1,795 for three months, while FY16 charges totaled \$7,509 and FY17 totaled 1,364 before being completely offset by earnings credits due to the rise in the prime rate.



Town of Smithfield
 Planning Department
 350 E. Market St Smithfield, NC 27577
 P.O. Box 761, Smithfield, NC 27577
 Phone: 919-934-2116
 Fax: 919-934-1134

BOARD ACTIONS REPORT - 2017

	March	Calendar Year to date
Town Council		
Rezoning	0	1
Conditional Use	2	2
Ordinance Amendment	1	1
Major Subdivisions	0	0
Annexations	0	0
Special Events	1	1
Planning Board		
Rezoning	0	1
Condition Use	1	3
Ordinance Amendment	2	2
Subdivisions	0	0
Annexations	0	0
Board of Adjustment		
Variance	0	0
Admin Appeal	0	0
Historic Properties Commission		
Certificate of Appropriateness	0	0
Historic Landmarks	0	0



Town of Smithfield
Planning Department
350 E. Market St Smithfield, NC 27577
P.O. Box 761, Smithfield, NC 27577
Phone: 919-934-2116
Fax: 919-934-1134

Permit Issued for March 2017

		Permit Fees	Permits Issued
Site Plan	Minor Site Plan	200.00	2
Zoning	Land Use	\$800.00	8
Zoning	Sign	\$300.00	6
Report Period Total:		\$1,300.00	16
Fiscal YTD Total:		\$15,700.00	233

Z17-000048	Zoning	Land Use	Pride in North Carolina, LLC	1329-D North BRIGHTLEAF Boulevard
Z17-000050	Zoning	Land Use	Cloud 9 Smoke Shop	827 North Brightleaf Boulevard
Z17-000051	Zoning	Sign	Cloud 9 Smoke Shop	827 North Brightleaf Boulevard
Z17-000052	Zoning	Land Use	Auntie Anne's	1025 OUTLET CENTER Drive
Z17-000053	Zoning	Land Use	Graycliff Enterprises- DBF Time Warner	121-215 South Third Street 509 North BRIGHTLEAF Boulevard
Z17-000054	Zoning	Land Use	Johnston Health- Cardiac Rehab	Boulevard
Z17-000055	Zoning	Land Use	Barefoot Design Studio	210 BRIDGE Street
Z17-000056	Zoning	Sign	Barefoot Design Studio	210 BRIDGE Street
Z17-000057	Zoning	Land Use	Carlie C's	721 North Brightleaf Boulevard
Z17-000058	Zoning	Sign	Mother Maternity Outlet	1025 Outlet Center Drive
Z17-000059	Zoning	Sign	B.W. Wilson Paper Co.	1219-B South Brightleaf Boulevard
Z17-000060	Zoning	Sign	Golden Corral	100 TOWNE CENTRE Place
Z17-000061	Zoning	Sign	Sno-Daze	527 South Brightleaf Boulevard
Z17-000062	Zoning	Land Use	Zapien's Tae Kwon Do Academy	828 South Third Street
SP17-000017	Site Plan	Minor Site Plan	OPW Fueling Containment Systems Building Addition	3250 US 70 Business Highway
SP17-000018	Site Plan	Minor Site Plan	Johnston Medical Mall Parking lot expansion	514 North BRIGHTLEAF Boulevard



**TOWN OF SMITHFIELD
POLICE DEPARTMENT
MONTHLY REPORT
MONTH ENDING March 31, 2017**

I. STATISTICAL SECTION

Month Ending Mar. 31, 2017	Mar-17	Mar-16	Total 2017	Total 2106	YTD Difference
Calls For Service	2177	1689	5598	5013	585
Incident Reports Completed	168	209	467	567	-100
Cases Closed	108	173	307	499	-192
Accident Reports	69	82	199	220	-21
Arrest Reports	129	82	363	376	-13
Burglaries Reported	12	15	26	38	-12
Drug Charges	35	17	122	74	48
DWI Charges	12	7	25	29	-4
Citations Issued	226	183	658	750	-92
Speeding	64	32	243	224	19
No Operator License	40	45	116	139	-23
Registration Violations	25	11	87	51	36

II. PERSONNEL UPDATE

The police department currently has 3 vacant positions. Two officers are currently in Field Training. Captain Grady was promoted and oversees the Patrol Division. Lieutenants and Sergeants promotional process will take place in April. Officer Denoble has finally been moved into the COP Position which has been vacant.

III. MISCELLANEOUS

Mandatory in-service training is underway for the department. Officers have been involved in several community events during the month of March. Officers participated in a basketball game for SSS Strong Day that was played at SSS High School. The department continues to work on cleaning up the Family Life Center at Smith Collins Park.

REPORTED UCR OFFENSES FOR THE MONTH OF MARCH 2017

PART I CRIMES	March	March	+/-	Percent	Year-To-Date		+/-	Percent
	2016	2017		Changed	2016	2017		Changed
MURDER	0	0	0	N.C.	0	0	0	N.C.
RAPE	1	0	-1	-100%	1	0	-1	-100%
ROBBERY	2	1	-1	-50%	5	6	1	20%
Commercial	0	0	0	N.C.	0	1	1	N.C.
Individual	2	1	-1	-50%	5	5	0	0%
ASSAULT	4	2	-2	-50%	9	10	1	11%
* VIOLENT *	7	3	-4	-57%	15	16	1	7%
BURGLARY	14	12	-2	-14%	36	25	-11	-31%
Residential	6	12	6	100%	18	22	4	22%
Non-Resident.	3	0	-3	-100%	7	1	-6	-86%
Commercial	5	0	-5	-100%	11	2	-9	-82%
LARCENY	57	39	-18	-32%	155	121	-34	-22%
AUTO THEFT	6	0	-6	-100%	9	1	-8	-89%
ARSON	1	0	-1	-100%	2	0	-2	-100%
* PROPERTY *	78	51	-27	-35%	202	147	-55	-27%
PART I TOTAL:	85	54	-31	-36%	217	163	-54	-25%
PART II CRIMES								
Drug	48	36	-12	-25%	112	99	-13	-12%
Assault Simple	12	9	-3	-25%	36	32	-4	-11%
Forgery/Counterfeit	2	8	6	300%	13	19	6	46%
Fraud	5	9	4	80%	22	22	0	0%
Embezzlement	3	1	-2	-67%	7	3	-4	-57%
Stolen Property	2	0	-2	-100%	5	1	-4	-80%
Vandalism	13	7	-6	-46%	29	24	-5	-17%
Weapons	3	4	1	33%	8	10	2	25%
Prostitution	1	0	-1	-100%	1	0	-1	-100%
All Other Sex Offens	0	3	3	N.C.	1	6	5	500%
Gambling	0	0	0	N.C.	0	0	0	N.C.
Offn Agnst Faml/Chld	1	0	-1	-100%	2	0	-2	-100%
D. W. I.	7	11	4	57%	27	23	-4	-15%
Liquor Law Violation	0	0	0	N.C.	1	0	-1	-100%
Disorderly Conduct	0	2	2	N.C.	1	3	2	200%
Obscenity	0	0	0	N.C.	0	0	0	N.C.
Kidnap	0	0	0	N.C.	1	0	-1	-100%
All Other Offenses	6	8	2	33%	23	23	0	0%
PART II TOTAL:	103	98	-5	-5%	289	265	-24	-8%
===== GRAND TOTAL:	188	152	-36	-19%	506	428	-78	-15%

N.C. = Not Calculable



Town of Smithfield
Fire Department
March, 2017

I. Statistical Section

Responded to	2017 Mar.	Mar. IN	Mar. OUT	2016 Mar.	2017 IN	2017 OUT	2017 YTD	2016 YTD
Total Structure Fires Dispatched	11	6	6	5	20	17	36	24
Confirmed Structure Fires (Our District)	2	1	1	1	8	6	14	5
Confirmed Structure Fires (Other Districts)	2	0	0	0	0	0	15	1
EMS/Rescue Calls	155	144	11	139	388	33	422	426
Vehicle Fires	0	0	0	4	0	0	0	4
Motor Vehicle Accidents	13	11	2	13	34	5	39	44
Fire Alarms (Actual)	13	12	1	4	29	6	35	23
Fire Alarms (False)	8	7	1	8	17	2	19	22
Misc./Other Calls	19	17	2	25	48	8	56	71
Mutual Aid (Received)	6	0	0	14	0	0	18	28
Mutual Aid (Given)	9	0	0	3	0	0	27	18
Overlapping Calls (Calls at the same time)	23	0	0	21	0	0	61	89
TOTAL EMERGENCY RESPONSES	219	197	22	194	536	71	607	614

* Denotes the breakdown of calls, these are not calculated into the totals *
IN/OUT denotes in and out of the Town, not outside the fire district. When we respond to another fire district (Mutual Aid), which is outside of our total fire district boundaries that is reported in (**Other Districts**).

	Mar.	YTD
Fire Inspections/Compliance Inspections	51	108
Public Fire Education Programs	3	3
Children in Attendance	300	437
Adults in Attendance	35	65
Plans Review Construction/Renovation Projects	0	2
Fire Code Citations	0	0
Fire Lane Citations	0	0
Consultation/Walk Through	38	89
Re-Inspections	28	75

II. Major Revenues

	Mar.	YTD
Inspections	\$1,475.00	\$4,050.00
False Alarms	\$325.00	\$325.00
Fire Recovery USA	\$3,364.00	\$4,816.00
EMS Debt Setoff	\$5,135.84	\$6,116.03
Haz-Mat I-95 Recovery	\$54,384.77	\$54,384.77

Major Expenses for the Month:

III. Personnel Update:

- The Fire Dept. opened a hiring process for an available position of Firefighter to close March 3rd at 4 pm.

IV. Narrative of monthly departmental activities:

- We participated in a fire prevention program at West Smithfield Elementary and had a Boy Scout group visit the Fire Station. On March 21 we participated in the VIP for a VIP at SSS high School.
- We received reimbursement for the Haz-Mat incident on I-95 in October of 2016.
- The status has been updated of the upcoming NCDOI ISO rating inspection, the inspection has been rescheduled for November 20th, 2017.

**Town of Smithfield
Public Works Department
March 31, 2017**



189 Total Work Orders completed by the Public Works Department

5 Burials, at \$700.00 each = \$3,500

0 Cremation Burial, \$400.00 each = \$0

\$1,000.00 Sunset Cemetery Lot Sales

\$15,000.00 Riverside Extension Cemetery Lot Sales

414.61 tons of household waste collected

128 tons of yard waste collected

7.4 tons of recycling collected

**Town of Smithfield
Public Works Appearance Division
Cemetery, Landscapes, and Grounds Maintenance
Buildings, Facilities, and Sign Division
Monthly Report
March 31, 2017**



I. Statistical Section

- 5 _____ Burials
- 6 _____ Works Orders – Buildings & Facilities Division
- 19 _____ Work Orders – Grounds Division
- 22 _____ Work Orders – Sign Division

II. Major Revenues

Sunset Cemetery Lot Sales:	\$1,000.00
Riverside Ext Cemetery Lot Sales:	\$15,000.00
Grave Opening Fees:	\$3,500.00
Total Revenue:	\$19,500.00

III. Major Expenses for the Month:

\$15,000 to Hinton Construction for sidewalk repairs on S Third Street between Market and Johnston.

IV. Personnel Update:

The department filled the vacant position of Facility Maintenance Specialist with new hire Dillon Blanton.

V. Narrative of monthly departmental activities:

The overall duties include daily maintenance on cemeteries, landscapes, right-of-ways, buildings and facilities. The Public Works safety meeting was on "Hazard Communication" and was led by Sandy Altman with Wellness Works Johnston Health.

**Town of Smithfield
Public Works Drainage/Street Division
Monthly Report
Mar. 31, 2017**



I. Statistical Section

- a. All catch basins in problem areas were cleaned on a weekly basis
- b. Cleaned 540LF of storm drain line with jet truck.
- c. Completed concrete repairs of S Third Street between Johnston and Market
- d. Crack sealed 2016/2017 Street resurfacing project.
- e. 4 Work Orders – 240lbs. of Cold Patch was used for 4 Potholes.

II. Major Revenues

None for the month

III. Major Expenses for the Month:

\$3,270.59 to Triangle Equipment for 873 Bobcat repairs. \$3,250 to Barbour Beaver control.

IV. Personnel Update:

None for the month

V. Narrative of monthly departmental activities:

The Public Works safety meeting was on "Hazard Communication" and was led by Sandy Altman with Wellness Works Johnston Health.

**Town of Smithfield
Public Works Department
March 2017 Drainage Report**

Location: S 5th Street beside police dept, S 3rd beside Travel Odyssey, Riverside Drive, Outlet Center Drive, 2nd Ave, 3rd Ave, Martin, Fuller Street , College Rd, MLK Dr.
 Starting Date: 3/1/2017
 Completion Date: 3/3/2017
 Description: Cut FEMA lots and right of ways Removed 125 bags of litter.
 Man-hours: 20.25hrs.
 Equipment: Scag mowers, sprayer and hand tools.
 Materials: N/A

Location: In rear of Police Department.
 Starting Date: 3/3/2017
 Completion Date: 3/3/2017
 Description: Repaired sinkhole near light pole.
 Man-hours: 1.5hrs.
 Equipment: 420 Cat backhoe.
 Materials: 1 yard of fill dirt and 80lbs. bag of concrete.

Location: 908 Second Ave.
 Starting Date: 3/6/2017
 Completion Date: 3/6/2017
 Description: Blew out 240LF of storm drain line for positive drainage.
 Man-hours: 7.5hrs.
 Equipment: Jet truck and 401 pickup.
 Materials: N/A

Location: 924 and 930 Rand Street.
 Starting Date: 3/6/2017
 Completion Date: 3/6/2017
 Description: Blew out 150LF of storm drain line and clean out catch basin for positive drainage.
 Man-hours: 3.75hrs.
 Equipment: Jet truck and 401 pickup.
 Materials: N/A

Location: Outlet Center Drive & Smithfield Crossing.
 Starting Date: 3/8/2017
 Completion Date: 3/8/2017
 Description: Cleaned gutter areas free of debris for positive drainage.
 Man-hours: 16hrs.
 Equipment: Bobcat with sweeper plus backpack blowers.
 Materials: N/A

Location: 512 N 4th Street.
Starting Date: 3/9/2017
Completion Date: 3/9/2017
Description: Blew out 150LF of storm drain line for positive drainage.
Man-hours: 3hrs.
Equipment: Jet truck and 401 pickup.
Materials: N/A

Location: 2016/2017 Street resurfacing project.
Starting Date: 3/9/2017
Completion Date: 3/13/2017
Description: Marked 1.5miles of streets for upcoming street resurfacing project.
Man-hours: 13.5 hrs.
Equipment: 900 pickup.
Materials: 2 cases of marking paint.

Location: 2016/2017 Street resurfacing project.
Starting Date: 3/13/2017
Completion Date: 3/29/2017
Description: Crack sealed streets for upcoming resurfacing project.
Man-hours: 84.5hrs.
Equipment: 401 pickup plus crack seal machine.
Materials: 187 boxes of crack seal material.

Location: South Bright Leaf traffic islands, Pine acres and 70 East Berm.
Starting Date: 3/22/2017
Completion Date: 3/22/2017
Description: Mulched beds.
Man-hours: 26hrs.
Equipment: 905 flatbed and 903 pickup.
Materials: 36yards of mulch.

Location: 100Block of S Third Street.
Starting Date: 3/23/2017
Completion Date: 3/23/2017
Description: Installed two 15minute parking signs (per council approval)
Man-hours: 1.5hrs.
Equipment: 401 pickup plus hand tools.
Materials: Two 15minute parking signs plus hardware.

Location: MLK Drive, East Lee beside of Smith Collins Park.
Starting Date: 3/27/2017
Completion Date: 3/30/2017
Description: Cleaned outlet structures for positive drainage.
Man-hours: 20.75hrs.
Equipment: 420 Cat backhoe, 408 dump truck plus hand tools.
Materials: Removed 2.5 loads of litter and debris.

Location: 221 Hood Street, 902 Berkshire Rd, 23 Bradford, North and N 7th
intersection.
Starting Date: 3/28/2017
Completion Date: 3/31/2017
Description: Repaired 4 potholes with Perma Patch asphalt.
Man-hours: 3hrs.
Equipment: 401 pickup plus hand tools.
Materials 4 bags of Perma Patch asphalt.

**Town of Smithfield
Public Works Fleet Maintenance Division
Monthly Report
March 31, 2017**



I. Statistical Section

50 Preventive Maintenances

2 North Carolina Inspections

6 Work Orders

II. Major Revenues

None for the month

III. Major Expenses for the Month:

Code Equipment Co. was paid \$688.43 for an encoder and motor control.

IV. Personnel Update:

None for the month

V. Narrative of monthly departmental activities:

The shop employee performed preventive maintenances on all Town owned generators. The overall duties include daily maintenance on cemeteries, landscapes, right-of- ways, buildings and facilities. The Public Works safety meeting was on "Hazard Communication" and was led by Sandy Altman with Wellness Works Johnston Health.

**Town of Smithfield
Public Works Sanitation Division
Monthly Report
March 31, 2017**



I. Statistical Section

The Division collected from approximately 4100 homes, 4 times during the month

- a. Sanitation forces completed 57 work orders
- b. Sanitation forces collected 414.61 tons of household waste
- c. Sanitation forces disposed of 64 loads of yard waste and debris at Spain Farms Nursery
- d. Recycled 1.44 tons of clean wood waste (pallets) at Convenient Site Center
- e. Town's forces collected 0 tons of construction debris (C&D)
- f. Town disposed of 150 scrap tires that was collected at Convenient Site Center
- g. Recycling forces collected 3.71 tons of recyclable plastic
- h. Recycled 1540 lbs. of cardboard material from the Convenient Site Center
- i. A total of 0 gallons of cooking oil was collected at the Convenient Site Center
- j. Recycled 2900 lbs. of plastics & glass (co-mingle) from the Convenient Site Center

II. Major Revenues

- a. Received \$0 from Sonoco Products for cardboard material
- b. Sold 0 lbs. of aluminum cans for \$0
- c. Sold 3060 lbs. of shredder steel for \$ 168.30 to Omni Source

III. Major Expenses for the Month:

Spain Farms Nursery was paid \$2112.00 for disposal of yard waste and debris. Equipment repairs paid to Carolina Environmental Inc. \$3,127.00 90 gal. rollout containers.

IV. Personnel Update:

James Gardner (labor) replaced Ethan Bryant's as laborer
Ethan Bryant Promoted as an Equipment Operator.

V. Narrative of monthly departmental activities:

The Public Works safety meeting was on "Hazard Communication" and was led by Sandy Altman with Wellness Works Johnston Health.

Total hrs. of Community service 21.5hrs

Total hrs. of volunteer service 4men *3hrs times 12= 60



PARKS AND RECREATION

MONTHLY REPORT FOR MARCH, 2017

PROGRAMS STATISTICS

NUMBER OF PROGRAMS	20
TOTAL ATHLETICS PARTICIPANTS	274
TOTAL NON/ATHLETIC PARTICIPANTS	348
NUMBER OF GAMES PLAYED	6
TOTAL NUMBER OF PLAYERS (GAMES)	120
NUMBER OF PRACTICES	34
TOTAL NUMBER OF PLAYER(S) PRACTICES	672

	MARCH, 2017	16/17 FY YTD	MARCH, 2016	15/16 FY YTD
PARKS RENTALS	12	144	21	213
USERS (PARKS RENTALS)	1492	10793	892	6525
TOTAL UNIQUE CONTACTS	2,906			

FINANCIAL STATISTICS	MARCH, 2017	16/17 FY YTD	MARCH, 2016	15/16 FY YTD
PARKS AND RECREATION REVENUES	\$ 12,788.88	\$ 55,701.47	\$ 8,613.90	\$ 6,341.10
PARKS AND RECREATION EXPENDITURES (OPERATIONS)	\$ 58,698.94	\$ 466,173.71	\$ 46,988.84	\$ 439,366.89
PARKS AND RECREATION EXPENDITURE (CAPITAL OUTLAY EQUIP)	\$ 56,291.20	\$ 137,670.24	\$ -	\$ 17,861.00

HIGHLIGHTS

HOSTED TRIANGLE SELECT LEAGUES PRE-SEASON TOURNAMENTS
 HOSTED USSSA GIRLS SOFTBALL TOURNAMENT



**SMITHFIELD RECREATION
AND AQUATICS CENTER**

SRAC MONTHLY REPORT FOR MARCH, 20017

PROGRAMS STATISTICS

NUMBER OF PROGRAMS	31
TOTAL CONTACT WITH PROGRAM PARTICIPANTS	1908

	MARCH, 2017	16/17 FY YTD	MARCH, 2016	15/16 FY YTD
SRAC MEMBER VISITS	5985	46571	5975	49303
DAY PASSES	623	6362	1126	13105
RENTALS (SRAC)	61	607	48	432
USERS (SRAC RENTALS)	2325	30630	1526	19319

TOTAL UNIQUE CONTACTS

FINANCIAL STATISTICS

	MARCH, 2017	16/17 FY YTD	MARCH, 2016	15/16 FY YTD
SRAC REVENUES	\$ 62,190.46	\$ 481,445.82	\$ 63,746.32	\$ 501,602.78
SRAC EXPENDITURES	\$ 76,586.84	\$ 650,204.51	\$ 61,206.67	\$ 619,123.16
SRAC MEMBERSHIPS	3085			

HIGHLIGHTS

HOSTED 4 VOLLEYBALL TOURNAMENTS OVER 2 WEEKENDS (2 REGIONAL TOURNAMENTS)
HOSTED THE ST. PATRICK



- **Statistical Section**

- Electric CP Demand 21,931 Kw relative to February's demand of 20,313 Kw.
- Electric System Reliability for was 99.977%, with two recorded outages; relative to February's 100.00%.
- Raw water treated on a daily average was 3.349 MG relative to 3.328 MG for February; with maximum demand of 3.904 MG relative to February's 3.791 MG.
- Total finished water to the system was 99.554 MG relative to February's 89.723 MG. Average daily for the month was 3.211 MG relative to February's 3.204 MG. Daily maximum was 3.512 MG (March 8th) relative to February's 3.479 MG. Daily minimum was 2.730 MG (March 31st), relative to February's 2.884 MG.

- **Miscellaneous Revenues**

- Water sales were \$182,033 relative to February's \$190,977
- Sewer sales were \$253,255 relative to February's \$257,590
- Electrical sales were \$1,256,677 relative to February's sales of \$1,324,655
- Johnston County Water purchases were \$103,514 for 69.009 MG relative to February's \$79,473 for 52.982 MG.

- **Major Expenses for the Month**

- Electricity purchases were \$1,000,144.73 relative to February's \$915,351
- Johnston County sewer charge was \$175,999 for 58.752 MG relative to February's \$154,025 for 51.541 MG.

- **Personnel Changes –**

- There were no changes in the month of February



**Town of Smithfield
Electric Department
Monthly Report
March, 2017**

I. Statistical Section

- Street Lights repaired -25
- Area Lights repaired -13
- Service calls - 35
- Underground Electric Locates -91
- Poles changed out or installed 13
- Underground Services Installed/Repaired -2

II. Major Revenues

- N/A

III. Major Expenses for the Month:

- N/A

IV. Personnel Update:

- Utility Dept. had two Safety meetings on Safe Driving Practices & Excavation.

V. Miscellaneous Activities:



WATER & SEWER MARCH 2017 MONTHLY REPORT

● DISCONNECT WATER	5
● RECONNECT WATER	10
● TEST METER	1
● TEMPORARY METER SET	0
● DISCOLORED WATER CALLS	2
● LOW PRESSURE CALLS	3
● NEW/RENEW SERVICE INSTALLS	2
● LEAK DETECTION	10
● METER CHECKS	46
● METER REPAIRS	49
● WATER MAIN/SERVICE REPAIRS	6
● STREET CUTS	4
● REPLACE EXISTING METERS	33
● INSTALL NEW METERS	5
● FIRE HYDRANTS REPAIRED	1
● FIRE HYDRANTS REPLACED	0
● SEWER REPAIRS	22
● CLEANOUTS INSTALLED	6

- SEWER MAIN CLEANED 8400LF
- SERVICE LATERALS CLEANED 675LF
- SERVICE CALLS 190
- LOCATES 104
- FLUSHED ALL DEAD END LINES ONE TIME
- SERVICE AND MAINTAINED ALL 18 LIFT STATIONS 2 TIMES PER WEEK
- INSPECTED ALL AERIAL SEWERS ONE TIME
- INSPECTED HIGH PRIORITY MANHOLES WEEKLY
- FINISHED BURNOUT FLUSHING

MAJOR EXPENSES FOR THE MONTH

- NEXGRID METERS INSTALLATION BEGINS.

PERSONNEL UPDATES

UP COMING PROJECTS FOR THE MONTH OF MARCH

- Braswell started SLS #7 rebuild.
- Sewer manhole survey (Hydrostructures) has started.
- Mizelle is continuing the work on SLS #3.
- Bids went out on SLS #12



MONTHLY WATER LOSS REPORT

MARCH 2017

2- Meters with slow washer leaks

1 1/2" Line, Full Shear – 2hrs

2" Line, Full Shear – 1hr

3/4" Line, 1/18" hole – 2day

3/4" Line, 1/16" hole – 2days

FH Bonnet slow drip- 2days

**Town of Smithfield
Water Treatment Plant**

All figures are in MGD.

Mar-17
Plant Totals

Date	Rate of Flow	Hrs. Operated	Raw Treated	Finish Metered	Plant Useage	Finish to Dist. System	% of RAW TREATED TO SYSTEM
1	4.00	22.5	3.904	3.503	0.0960	3.407	87.27
2	3.75	22.5	3.537	3.401	0.1110	3.290	93.02
3	3.75	22.0	3.448	3.423	0.0940	3.329	96.55
4	3.75	21.0	3.319	3.150	0.0980	3.052	91.96
5	3.75	19.5	2.994	2.930	0.1000	2.830	94.52
6	3.75	21.0	3.346	3.384	0.0960	3.288	98.27
7	3.75	20.5	3.199	3.371	0.0640	3.307	103.38
8	3.75	23.0	3.629	3.579	0.0670	3.512	96.78
9	3.75	21.0	3.595	3.454	0.0660	3.388	94.24
10	3.75	20.5	3.213	3.139	0.0640	3.075	95.70
11	3.75	22.5	3.523	3.419	0.0570	3.362	95.43
12	3.75	20.5	3.523	3.419	0.0570	3.362	95.43
13	3.75	22.0	3.327	3.344	0.0620	3.282	98.65
14	3.75	20.5	2.969	2.808	0.0610	2.747	92.52
15	3.75	20.0	3.000	3.024	0.0610	2.963	98.77
16	3.75	21.5	3.338	3.367	0.0600	3.307	99.07
17	3.75	22.0	3.498	3.427	0.0620	3.365	96.20
18	3.75	22.5	3.438	3.330	0.0620	3.268	95.06
19	3.75	21.5	3.234	3.172	0.0630	3.109	96.13
20	3.75	20.0	3.157	3.181	0.0580	3.123	98.92
21	3.75	21.0	3.246	3.374	0.0600	3.314	102.09
22	3.75	22.0	3.397	3.353	0.0580	3.295	97.00
23	3.75	21.0	3.297	3.131	0.0770	3.054	92.63
24	3.75	24.0	3.763	3.494	0.0710	3.423	90.96
25	3.75	21.5	3.355	3.385	0.0710	3.314	98.78
26	3.75	22.5	3.532	3.439	0.0590	3.380	95.70
27	3.75	22.5	3.384	3.415	0.0850	3.330	98.40
28	3.75	22.0	3.205	3.145	0.0940	3.051	95.20
29	3.75	21.5	3.203	3.339	0.1040	3.235	101.00
30	3.75	20.5	3.270	3.161	0.0990	3.062	93.64
31	3.75	24.0	2.972	2.840	0.1100	2.730	91.86
Total	116.50	669.0	103.815	101.901	2.347	99.554	95.90
Avg	3.76	21.6	3.349	3.287	0.076	3.211	
Max	4.00	24.0	3.904	3.579	0.111	3.512	
Min	3.75	19.5	2.969	2.808	0.057	2.730	