



Mayor

M. 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 Parrish

Town Council

Agenda

Packet

Meeting Date: Tuesday, November 14, 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 NOVEMBER 14, 2017
7:00 PM**

Call to Order

Invocation

Pledge of Allegiance

Approval of Agenda

Page

Presentations

- 1. Consideration and Approval to rename the Family Life Center and Proclamation dedicating the former Family Life Center in honor of Sarah McDaniel Yard**
(Mayor – M. Andy Moore) See attached information.....1
- 2. Life Saving Award Presentations to Police Officers Michael Jernigan and James Barbour**
(Mayor – M. Andy Moore & Chief of Police R. Keith Powell) See attached information.....5
- 3. Administering Oath of Office to new Police Officer Samuel Adams**
(Mayor – M. Andy Moore) See attached information.....9
- 4. Administering Oath of Office to new Police Officer Christopher VanHalen**
(Mayor – M. Andy Moore) See attached information.....13

Public Hearings

- 1. Rezoning Request – Twin States Farming (RZ-17-02):** The applicant is requesting to rezone approximately 8.25 acres of land from the R-20A (Residential-Agricultural) to the B-3 (Business) zoning district. The property considered for approval is located on the south side of West Market Street approximately 1950 feet northwest of its intersection with Front Street and further identified as Johnston County Tax ID#15080062.
(Planning Director – Stephen Wensman) See attached information.....17

2. Atlantic Coast Pipeline

- a. **Special Use Permit Request – Atlantic Coast Pipeline (SUP-17-09):** The applicant is requesting a special use permit to allow for a 42 acre temporary contractor storage yard on property located within an R-20A (Residential-Agricultural) zoning district. The property considered for approval is located the northwest side of Mallard Road approximately 600 feet northeast of its intersection with Old Mallard Road. The property is further identified as a portion of Johnston County Tax ID# 15K11019F.

- b. **Site Plan Approval – Atlantic Coast Pipeline (SP-17-13):** The applicant is requesting preliminary site plan review (Planning Director – Stephen Wensman) See attached information.....37

Citizens Comments

Consent Agenda Items

- 1. Approval of Minutes:**
 - i. October 3, 2017 – Regular Meeting.....69

- 2. Special Event: First Baptist Fall Festival -** The applicant, First Baptist Church, is seeking approval to conduct a Fall Festival. This request also includes a street closing and amplified sound. (Planning Director – Stephen Wensman) See attached information.....95

- 3. Special Event: Higher Calling Christian Centers Ministries:** The applicants, Nelson Covington and Tiffany Blevins, is seeking approval to hold a Christian event. This request requires a street closing and amplified sound. (Planning Director – Stephen Wensman) See attached information.....99

- 4. Special Event: Gobble Waddle 5k/10k Walk/ Run – Johnston Health:** The Applicant, Johnston Health, is seeking approval to conduct a 5k and 10K Run/Walk on November 18, 2017. They have requested that Church Street and Second Street be closed where they intersect. This request also includes amplified sound. It is requested that this event be formally approved as an annual event. (Planning Director – Stephen Wensman) See attached information.....103

- 5. Consideration and approval for a donation to South Smithfield Elementary School in the amount of \$500.00** (Town Manager – Michael Scott) See attached information.....107

- 6. Consideration and approval for a donation to West Smithfield Elementary School in the amount of \$500.00** (Town Manager – Michael Scott) See attached information.....111

- 7. Consideration and approval for a donation to the Smithfield Selma High School Robotics team in the amount of \$2,000.00** (Town Manager – Michael Scott) See attached information.....113

8. Consideration and Approval to Adopt Resolution #613 (18-2017) authorizing the Town to enter into an agreement with NCDOT for sidewalks along Kellie Drive with the Town funding 30% of the project and NCDOT funding 70% of the project
(Town Manager – Michael Scott) See attached information.....117

9. Consideration and Approval to award a contract to Corbett Contracting, Inc. in the amount of \$38,500.00 for the installation of altitude valves
(Public Utilities Director – Ted Credle) See attached information.....123

10. Consideration and Approval to purchase 1,240 automatic meters from Nexgrid in the amount of \$180,192.30
(Public Utilities Director – Ted Credle) See attached information.....129

11. Career ladder Promotion Fire Department: The Fire Department is requesting approval to promote a Fire Fighter I To the rank of Fire Fighter II
(Fire Chief – John Blanton) See attached information.....133

12. Career Ladder Promotion Fire Department: The Fire Department is requesting approval to promote a Fire Fighter II to the rank of Fire Engineer
(Fire Chief – John Blanton) See attached information.....137

13. Consideration and Approval to appoint Alice Harris to the Downtown Smithfield Development Corporation’s Board of Directors
(Town Clerk – Shannan Parrish) See attached information.....139

14. Consideration and Approval to allow Town Employees to Donate Sick Leave to an employee that has a medical hardship and has exhausted all of his/her own sick leave
(Human Resources Director/ PIO – Tim Kerigan) See attached information.....143

15. Consideration and Approval to amend the salary schedule as it relates to the Planning Director position’s maximum salary
(Town Manager – Michael Scott) See attached information.....145

16. New Hire Report
(Human Resources Director/ PIO – Tim Kerigan) See attached information.....147

Business Items

1. Special Event: Annual Christmas Tree Lighting: The applicant, the Downtown Smithfield Development Corporation, is seeking approval to amend its original request approved by Council on April 4, 2017. They are seeking to also close Market Street from Second to Fourth Streets. Adoption of Ordinance #493, as required by NCDOT, is also requested.
(Town Manager – Michael Scott) See attached information.....149

2. Consideration and approval to accept a Golden Leaf Grant in the amount of \$70,000
(Town Manager – Michael Scott) See attached information.....155

3. Consideration and Approval to expend \$5,374.40 for the emergency replacement of one Lochinvar boiler on the roof of the Public Library of Johnston County and Smithfield
(Town Manager – Michael Scott) See attached information.....165

4. Consideration and approval to enter into an agreement with Withers Ravenel to conduct a street condition study
(Public Works Director – Lenny Branch and Town Engineer Bill Dreitzler)
See attached information.....173

5. Consideration and Approval to reappoint Mike Fleming or to appoint David Johnson to the Johnston County Economic Development Committee representing the Town of Smithfield
(Town Clerk – Shannan Parrish) See attached information.....183

Councilmember’s Comments

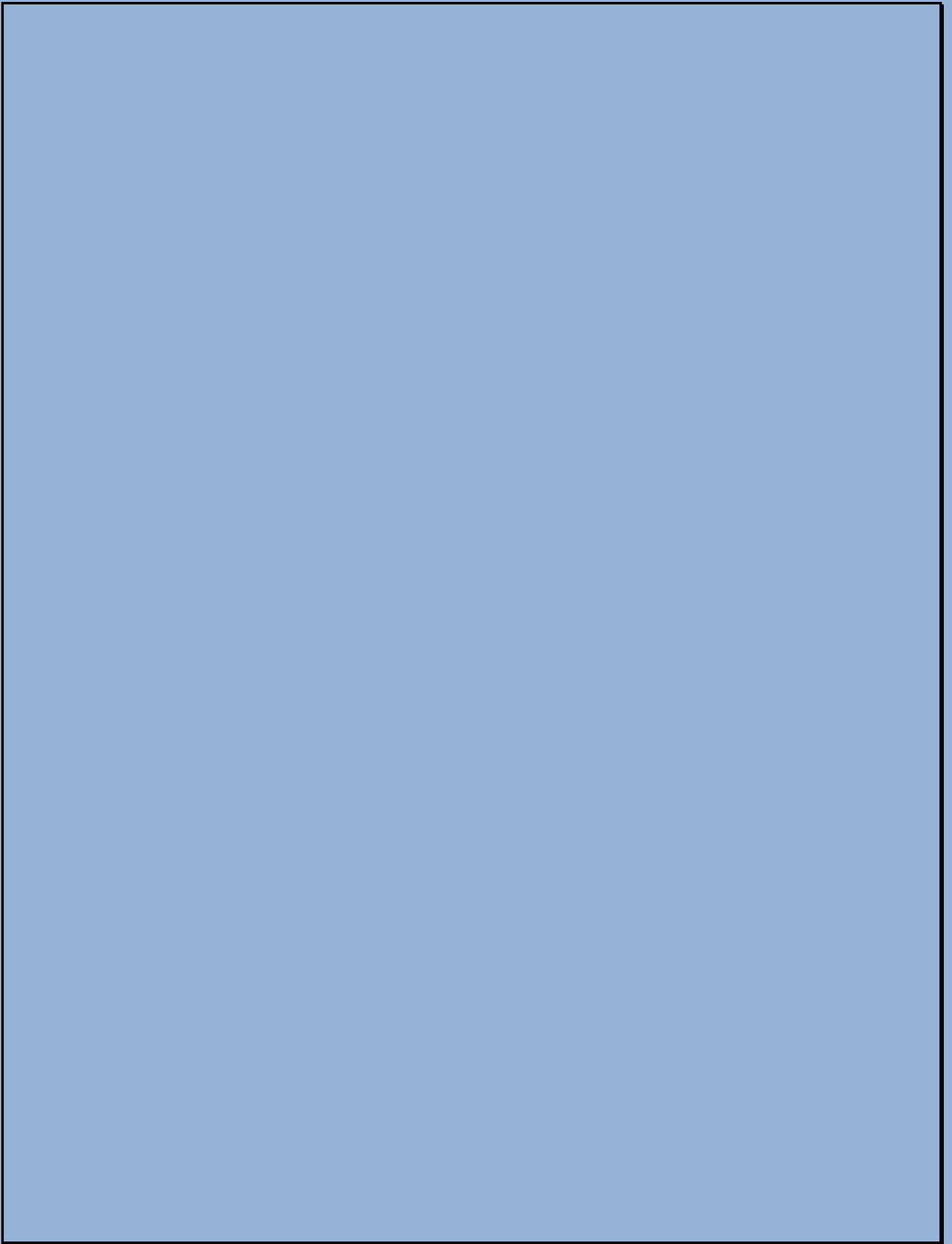
Town Manager’s Report

- Financial Report (See attached information).....189
- Department Reports (See attached information).....193
- Manager’s Report (Will be provided at the meeting)

Closed Session: Pursuant to NCGS 143-318.11 (a) (6) to discuss a personnel matter.

Adjourn

Presentations





Request for City Council Action

**Presentation
Agenda
Item:** **Name
Dedication**
Date: 11/14/2017

Subject: Dedication

Department: Non-Government/Parks & Rec

Presented by: Michael Scott

Presentation: Presentations

Issue Statement – During the course of the last 24 months, the Family Life Center building was acquired and released from lien, cleaned, debris removed, repaired, painted and outfitted to begin the approved use, **as a recreational center for Smithfield’s youth.** Staff is now recommending the Family Life Center name of the building be changed to the *Sarah Yard Community Center* in honor of Sarah M. Yard and her dedication to Smithfield.

Financial Impact – There is no financial impact. A sign has been constructed, however this was not constructed due to the name change.

Action Needed – Approve the change in name of from the Family Life Center to the Sarah Yard Community Center.

Recommendation – Approve the change in name of from the Family Life Center to the Sarah Yard Community Center

Approved: City Manager City Attorney

Additional Reports:

1. Staff Report
2. Proclamation



Staff Report

**Presentation
Agenda
Item:** **Name
Dedication**

Sarah M. Yard founded the Family Life Center of Smithfield in 1991. The Family Life Center building was located at 909 East Lee Street in Smithfield. The Town of Smithfield has acquired the building and is preparing to open it as a recreation center for the citizens of Smithfield. The building will also office a community police officer dedicated to assisting the residents of the area. The Town of Smithfield went through a process of asking the community for various names for the new recreation center. Following this process, it was **determined the building should be named the, "Sarah Yard Community Center" in honor of Sarah M. Yard's tireless work and dedication to the tenets of Community, Family and Smithfield's Youth. Staff supports changing** the name of the Family Life Center to the *Sarah Yard Community Center* and recommends this name dedication be made in honor of Sarah M. Yard and her commitment to Smithfield.

PROCLAMATION

Honoring Sarah McDaniel Yard and the Dedication of the Sarah Yard Community Center

WHEREAS, the Town of Smithfield recognizes the extraordinary contributions that Sarah McDaniel Yard has made to the East Smithfield Community; and

WHEREAS, in 1991, with her passion for addressing injustices, her love for education, her love for community and families, Sarah McDaniel Yard founded the Family Life Center of Smithfield; and

WHEREAS, the Family Life Center was a program that grew out of the work of the National Council of Churches' Black Families Ministry Project whereby programs were developed to enhance the lives of individuals, families and communities; and

WHEREAS, under the visionary and heartfelt leadership of Sarah McDaniel Yard, the Family Life Center made an impact on a generation of families and children; and

WHEREAS, under Sarah McDaniel Yard's direction, The Family Life Center provided after school and summer youth programs, work-place training, educational opportunities, a meeting place for elders to fellowship, heritage festivals, celebrations and a weekly food distribution center to those in need; and

WHEREAS, Sarah McDaniel Yard has demonstrated in many practical ways her deep and genuine love for our community and the surrounding area; and

WHEREAS, as a token of the Town of Smithfield's appreciation, the former Family Life Center will be dedicated in Sarah McDaniel Yard's honor by changing of the building's name to the Sarah Yard Community Center.

NOW, THEREFORE, I, M. Andy Moore, Mayor of the Town of Smithfield along with the members of the Town Council, do hereby declare that the Family Life Center located at 909 East Lee Street be named the Sarah Yard Community Center.



M. Andy Moore
M. Andy Moore, Mayor

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the Town of Smithfield on this Fourteenth day of November in the year of our Lord Two Thousand Seventeen.



Request for City Council Action

Presentations: Life Saving Award
Date: 11/14/2017

Subject: Award Presentation
Department: Police
Presented by: Captain J. Grady
Presentation: Life Saving Commendation Award

Issue Statement

The Police Department would like to recognize Officer Jernigan and Officer Barbour for their life saving actions while on duty. They performed CPR on a citizen until Emergency Medical Personnel could arrive, ultimately saving **the person's life**. They have been nominated by the Awards Committee to receive this award.

Financial Impact

None

Action Needed

The Police Department is asking to recognize Officer Jernigan and Officer Barbour by presenting them the Life Saving Commendation Award.

Recommendation

Mayor Moore and **Captain Grady** to present the "Life Saving Commendation Award" to Officer M. Jernigan and Officer J. Barbour

Approved: City Manager City Attorney

Attachments:

1. Staff Report
2. Life Saving Award



Staff Report

Presentations **Life Saving Award**

On September 1st, 2017 Officer Jernigan and Officer Barbour responded to a call. Upon arrival they quickly determined it was a medical emergency. The officers determined the person was not breathing and that **swift action was needed to save the person's life.** Without hesitation the two officers quickly started CPR until Emergency Medical Personnel could arrive. Their quick response **ultimately saved the person's life.**

The professionalism and compassion they displayed is not only a reflection of their dedication to public safety but a credit to the Police Department and the Town of Smithfield.

The Police Department Awards Committee would like to honor them in presenting them with the "Life Saving Commendation Award".

SMITHFIELD POLICE DEPARTMENT



This is to certify that

Officer James Barbour

Is hereby awarded this

“Life Saving Commendation Award”

For the “LifeSaving” first aid (CPR) he provided to a citizen on
September 1st, 2017

The professionalism and compassion displayed by Officer Barbour is not only a
reflection of his dedication to Public Safety but a credit to the Smithfield Police
Department.

Awarded this day September 25th, 2017

A handwritten signature in blue ink, appearing to be "RS", written over a horizontal line.

Ryan Sheppard

Administrative Captain

A handwritten signature in blue ink, appearing to be "Robert Powell", written over a horizontal line.

Robert Powell

Chief of Police

A handwritten signature in blue ink, appearing to be "James Grady", written over a horizontal line.

James Grady

Patrol Captain

SMITHFIELD POLICE DEPARTMENT



This is to certify that

Officer Michael Jernigan

Is hereby awarded this

“Life Saving Commendation Award”

For the “LifeSaving” first aid (CPR) he provided to a citizen on
September 1st, 2017

The professionalism and compassion displayed by Officer Jernigan is not only a
reflection of his dedication to Public Safety but a credit to the Smithfield Police
Department.

Awarded this day September 25th, 2017

A handwritten signature in blue ink, appearing to be "RS", written over a horizontal line.

Ryan Sheppard

Administrative Captain

A handwritten signature in blue ink, appearing to be "Robert Powell", written over a horizontal line.

Robert Powell

Chief of Police

A handwritten signature in blue ink, appearing to be "James Grady", written over a horizontal line.

James Grady

Patrol Captain



Request for City Council Action

**Business
Agenda
Item:**

**Police
Dept.
Oath of
Office**

Date:

11/14/2017

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. Samuel Adams was hired to fill this position. Officer Adams has been assigned to "D" Team. Officer Adams graduated BLET in 2017 at Wake Community College.

Financial Impact

None

Action Needed

Administer Oath of Office to Samuel Adams and welcome him to the Smithfield Community.

Recommendation

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

Approved: City Manager City Attorney

Attachments:

1. Oath Of Office



Staff Report

**Police
Dept.
Oath
of
Office**

OATH OF OFFICE

SMITHFIELD POLICE DEPARTMENT

"I, Samuel Hunter Adams, 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.**"

Signature

Date

Sworn to and subscribed before me this the _____ day of _____,
_____.

Judge/Clerk

Commission Expires



OATH OF OFFICE

SMITHFIELD POLICE DEPARTMENT

"I, Samuel Adams, 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."

Samuel Adams

Date

*Oath administered this the
14th day of November, 2017*

M. Andy Moore, Mayor





Request for City Council Action

**Business
Agenda
Item:**

**Police
Dept.
Oath of
Office**

Date:

11/14/2017

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. Christopher Edward Lee VanHalen was hired to fill this position. Officer VanHalen has been assigned to "C" Team. Officer VanHalen comes to us from Benson Police Department with 2 years of experience.

Financial Impact

None

Action Needed

Administer Oath of Office to Christopher VanHalen and welcome him to the Smithfield Community.

Recommendation

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

Approved: City Manager City Attorney

Attachments:

1. Oath Of Office



Staff Report

**Police
Dept.
Oath
of
Office**

**Business
Agenda
Item:**

OATH OF OFFICE

SMITHFIELD POLICE DEPARTMENT

"I, Christopher Edward Lee VanHalen, 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."

Signature

Date

Sworn to and subscribed before me this the _____ day of _____,
_____.

Judge/Clerk

Commission Expires



OATH OF OFFICE

SMITHFIELD POLICE DEPARTMENT

"I, Christopher VanHalen, 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."

Christopher VanHalen

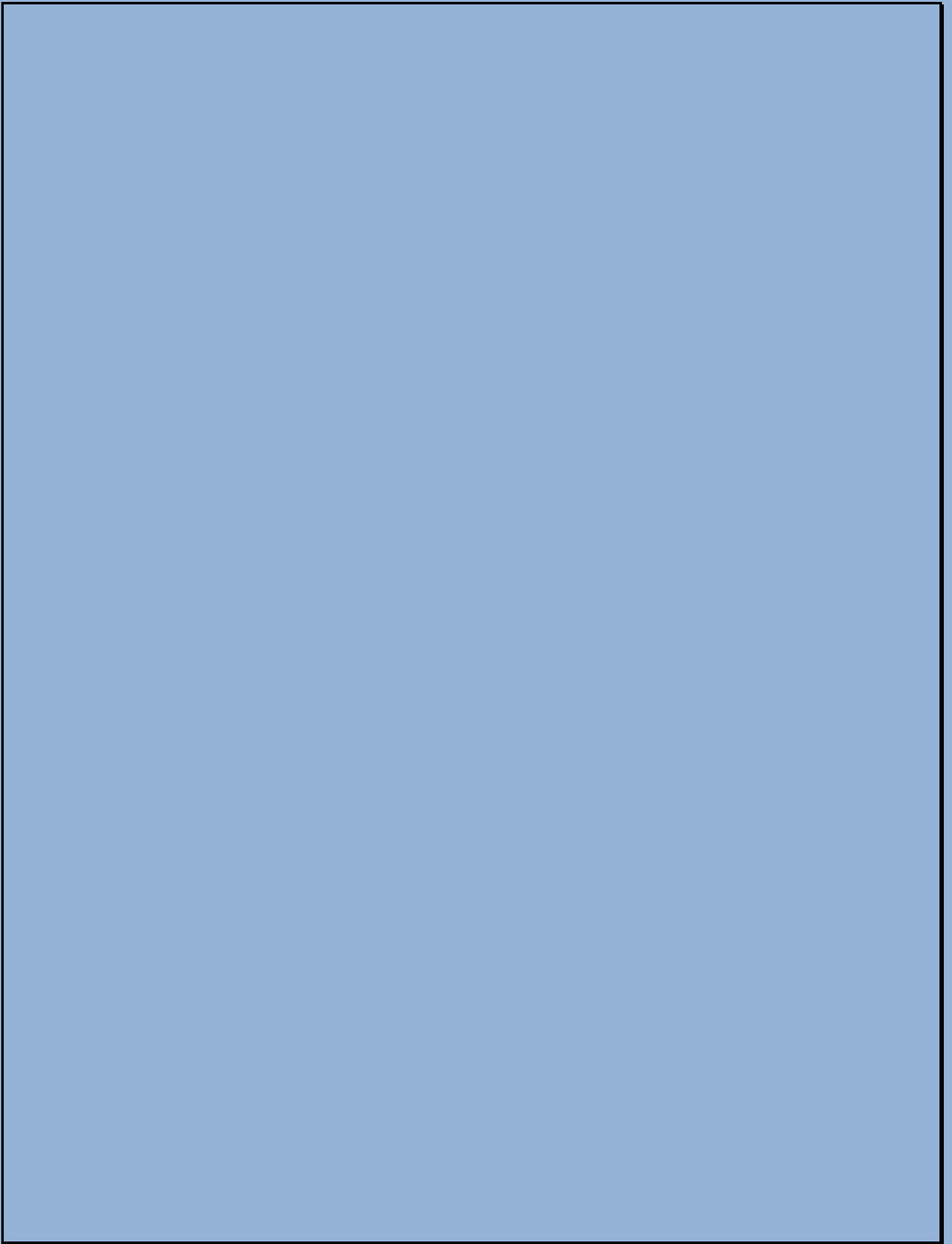
Date

*Oath administered this the
14th day of November, 2017*

M. Andy Moore, Mayor



Public Hearings





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: RZ-17-02
Project Name: Twin States Farming, Inc
TAX ID number: 47533009
Town Limits / ETJ: Corporate Limits
Applicant: Adams & Hodge Engineering, PC
Owners: Olivia Holding
Agents: none
Neighborhood Meeting: none

PROJECT LOCATION: The property is located on the south side of West Market Street approximately 1950 feet northwest of its intersection with Front Street.

REQUEST: The applicant is requesting to rezone approximately 8.25 acres of land from the R-20A (Residential-Agricultural) to the B-3 (Business) zoning district

SITE DATA:

Acreage: 8.25 acres
Present Zoning: R-20A (Residential-Agricultural),
Proposed Zoning: B-3 (Business)
Existing Use: Undeveloped land
Proposed Use: None indicated- All uses permitted within the B-3 zoning can be considered for future approval.

ENVIRONMENTAL: The portion of the property considered for rezoning is within a 100 year floodplain but does not appear to be within the floodway. Any future development of the property would be subject to the Town of Smithfield Flood Damage Prevention ordinances.

ADJACENT ZONING AND LAND USES:

North: **Zoning:** B-3 (Highway Entrance Business)
 Existing Use: Residential and Agriculture

South: **Zoning:** R-20A (Residential-Agricultural)
 Existing Use: Vacant Land

East: **Zoning:** B-3 (Highway Entrance Business)

Existing Use: Wallace Welding

West: Zoning: B-3 (Highway Entrance Business)
Existing Use: Plan B Bar

STAFF ANALYSIS AND COMMENTARY:

○ **Consistency with the Strategic Growth Plan**

The Future Land Use Map has identified this property as being a conservation district. Adjacent properties within this corridor are currently zoned and developed as commercial so the use of this site for commercial is contextually consistent and appropriate.

○ **Consistency with the Unified Development Code**

The rezoning will be consistent with the Town of Smithfield Unified Development Ordinance as all proposed future land uses and site specific development plans must meet the minimum development standards of the Town of Smithfield Unified Development Ordinance.

○ **Compatibility with Surrounding Land Uses**

The property considered for a rezoning is immediately adjacent to other B-3 (Highway Entrance Business) zoned properties. Compatibility issues are unlikely provided that any future development is commercial in nature.

OTHER:

FIRE PROTECTION: Town of Smithfield
SCHOOL IMPACTS: NA
PARKS AND RECREATION: NA
ACCESS/STREETS: Direct Access to West Market Street
WATER/SEWER PROVIDER: Town of Smithfield
ELECTRIC PROVIDER: Town of Smithfield

Planning Department Recommendations:

The Planning Department has determined that the application is consistent with applicable adopted plans, policies and ordinances and recommends approval of the rezoning request. The Planning Board, at its October 5, 2017 meeting, unanimously voted to recommended approval of the rezoning request.

Town Council Action Requested:

The Smithfield Town Council is requested to review the petition and make a decision on the rezoning request of approximately 8.25 acres of land from the R-20A (Residential-Agricultural) to the B-3 (Business) zoning district.



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

REZONING APPLICATION

Pursuant to Article 4, Section 4-1 of the Unified Development Ordinance, proposed amendments may be initiated by the Town Council, Planning Board, Board of Adjustment, members of the public, or by one or more interested parties. Rezoning 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 for a rezoning to a Standard District.

Name of Project: Hwy 70 Bus Property Acreage of Property: +/-8.25 AC
 Parcel ID Number: 169413-12-6816 Tax ID: 4667400
 Deed Book: 01040 Deed Page(s): 0383
 Address: 457 West Market Street, Smithfield, NC 27577
 Location: On the south side of US70 Bus +/-900lf from the NC210 & US70 intersection

Existing Use: Vacant Proposed Use: To Be Determined
 Existing Zoning District: R-20A
 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>RZ-17-02</u>	Date Received: <u>8/31/17</u>	Amount Paid: <u>\$300.00</u>
------------------------------	-------------------------------	------------------------------

REQUIRED FINDINGS OF FACT

Article 13, Section 13-17 of the Town of Smithfield Unified Development Ordinance requires applications for zoning map amendment 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. *The zoning petition is in compliance with all applicable plans and policies of the Town of Smithfield:*

The petition for the subject property will maintain compliance with any and all applicable plans and policies of theTown of Smithfield.

- 2. *The zoning petition is compatible with established neighborhood patterns of the surrounding area:*

The subject property has existing B-3 zoning on each side and in front on the north side of US70 Bus

- 3. *The rezoning petition is compatible with the changing neighborhood conditions that might warrant a rezoning:*

The subject property abuts property adjacent to the Hwy 70 corridor that is already zoned as B-3 and is located in an area that is seeing neighborhood conditions that are evolving from residential uses to business and commercial uses.

- 4. *The rezoning request is in the community interest:*

This zoning request reflects the growing trend of having a mix of residential, retail, commercial and office/institutional uses

- 5. *The request does not constitute "Spot Zoning":*

The subject property abuts property that is already zoned B-3 and many tracts of land in the immediate area are zoned B-3.

6. *Present regulations deny or restrict the economic use of the property:*

There are no present regulations that deny or restrict the economic use of the property

7. *The availability of public services allows consideration of this rezoning request:*

The subject property easily has access to a variety of public services that allows consideration of this rezoning request

8. *Physical characteristics of the site prohibit development under present regulations:*

The location of the subject property is adjacent to the Hwy 70 corridors where a majority of the properties are already zoned B-3. This physical characteristic of "location" prohibits the site from development under it's current residential zoning classification and lends itself to development under the proposed B-3 rezoning request.



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: Hwy 70 Bus Property

Submittal Date: 8/31/17

OWNERS AUTHORIZATION

I hereby give CONSENT to Adams & Hodge Engineering, PC (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.

Olivia Holding
Signature of Owner

Olivia Holding
Print Name

08/31/17
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.

Olivia Holding
Signature of Owner/Applicant

Olivia Holding
Print Name

08/31/17
Date

FOR OFFICE USE ONLY

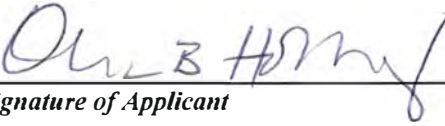
File Number: RE-17-02 Date Received: 8/31/17 Parcel ID Number: 15080062

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 zoning map amendment. 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.

Olivia Holding

Print Name



Signature of Applicant

08/31/17

Date

**THE TOWN OF SMITHFIELD
UNIFIED DEVELOPMENT ORDINANCE
ZONING MAP AMENDMENT CONSISTENCY STATEMENT
BY THE SMITHFIELD TOWN COUNCIL
RZ-17-02**

Whereas the Smithfield Town Council, upon acting on a zoning map amendment to the *Unified Development Ordinance* and pursuant to NCGS §160A-383, is required to approve a statement describing how the action is consistent with the Town of Smithfield *Comprehensive Growth Management Plan*; and

Whereas the Smithfield Town Council, upon acting on a zoning map amendment to the *Unified Development Ordinance* and pursuant to NCGS §160A-383, is required to provide a brief statement indicating how the action is reasonable and in the public interest.

NOW THEREFORE, BE IT ADOPTED BY THE SMITHFIELD TOWN COUNCIL AS APPROPRIATE:

IN THE EVENT THAT THE MOTION TO APPROVE THE ORDINANCE IS ADOPTED,

That the final action regarding text amendment RZ-17-02 is based upon review of and consistency with, the Town of Smithfield *Comprehensive Growth Management Plan* and any other officially adopted plan that is applicable, along with additional agenda information provided to the Town Council and information provided at the public hearing; and

It is the objective of the Town of Smithfield Town Council to have the *Unified Development Ordinance* promote regulatory efficiency and consistency and the health, safety, and general welfare of the community. The zoning map amendment promotes this by offering fair and reasonable regulations for the citizens and business community of the Town of Smithfield as supported by the staff report and attachments provided to the Town Council and information provided at the public hearing. Therefore, the amendment is reasonable and in the public interest.

IN THE EVENT THAT THE MOTION TO APPROVE THE ORDINANCE FAILS,

That the final action regarding zoning map amendment RZ-17-02 is based upon review of, and consistency, the Town of Smithfield *Comprehensive Growth Management Plan* and other officially adopted plans that are applicable; and

It is the objective of the Town Council to have the *Unified Development Ordinance* promote regulatory efficiency and consistency and the health, safety, and general welfare of the community. The zoning map amendment does not promote this and therefore is neither reasonable nor in the public interest.

DRAFT
Smithfield Planning Board Minutes
Thursday, October 5, 2017
6:00 P.M., Town Hall, Council Chambers

Members Present:

Chairman Stephen Upton
Ashley Spain
Teresa Daughtry
Oliver Johnson

Members Absent:

Daniel Sanders
Mark Lane
Eddie Foy
Michael Taylor

Staff Present:

Mark Helmer, Senior Planner
Julie Edmonds, Administrative Assistant

Staff Absent:

CALL TO ORDER

Mr. Upton identified the members of the board and as well as the Planning Department staff. He asked if there were any amendments to the agenda. Mr. Helmer recommended we postpone training until we have a full board present.

APPROVAL OF THE AGENDA

Teresa Daughtry made a motion to approve the agenda, seconded by Oliver Johnson.
Unanimous.

APPROVAL OF MINUTES FROM September 7, 2017

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

APPROVAL TO OPEN THE PUBLIC HEARING RZ-17-02

Oliver Johnson made a motion, seconded by Ashley Spain to open the Public Hearing.
Unanimous.

RZ-17-02 Twin States Farming:

Mr. Helmer stated the applicant is requesting to rezone approximately 8.25 acres of land from the R-20A (Residential-Agricultural) to the B-3 (Business) zoning district. The property considered for approval is located on the south side of West Market Street approximately 1950 feet northwest of its intersection with Front Street and further identified as Johnston County Tax ID #15080062. The portion of the property is located within the 100 year floodplain but does not appear to be within a flood way. Any future development of the property would be subject to the Town of Smithfield flood damage prevention ordinance. The adjacent land use to the North is currently zoned B-3 and commercial in nature. The property to the South is currently zoned R-20A and vacant. To the east is Wallace Welding and to the west a nightclub. The Future Land Use Plan has identified this property as being a conservation district. Adjacent properties within this corridor are currently zoned and developed as commercial. The rezoning will be consistent with the Town of Smithfield Unified Development Ordinance provided that all

proposed future land uses and site specific development plans meet the minimum development standards of the Town of Smithfield Unified Development Ordinance. The property considered for rezoning is immediately adjacent to other B-3 (Highway Entrance Business) zoned properties. Compatibility issues are unlikely providing that any future development is commercial in nature. The Town of Smithfield will provide services for fire and police protection, as well as water, sewer and electric. The Planning Department has determined that the application is consistent with applicable adopted plans, policies and ordinances. The Smithfield Planning Board is requested to review the petition of the rezoning request of approximately 8.25 acres of land from the R-20A (Residential-Agricultural) to the B-3 (Business zoning district and make a recommendation to Town Council.

Mr. Upton opened the floor up to any board members that may have questions for Mr. Helmer.

Mrs. Daughtry asked if the entrance to this property was opened up enough for just that one entrance.

Mr. Helmer stated that NCDOT would be the driveway permit authority here, so any future development plan would have to show an access point on the property, which NCDOT would have to permit. It's unclear since we don't have a development plan, exactly what NCDOT would require. We do know that any future subdivision would require those lots to be on a public right-of-way.

Mrs. Daughtry asked if there had been any issues with tanks on the proposed property in connection with the property that joined up to it.

Andrew Hodge with Adams and Hodge Engineering came forward and stated no not that he was aware of.

Oliver Johnson made a motion to close RZ-17-02, seconded by Teresa Daughtry. Unanimous.

Teresa Daughtry made a motion to approve RZ-17-02, seconded by Ashley Spain. Unanimous.

SP-17-13 Atlantic Coast Pipeline, LLC:

Mr. Helmer stated the applicant is requesting site plan review and approval of a temporary contractor storage yard on property located within R-20-A (Residential-Agricultural) zoning district. The Planning Board is requested to review the site plan for compliance with the Town of Smithfield Unified Development Ordinance minimum development standards. Planning staff recommends approval of the site plan with the condition storm water management plan is approved prior to issuance of a valid zoning permit. The applicant requested that the use permit be delayed by 30 days before it is reviewed by Town Council. This process tonight, site plan review is completely separate; it has no bearings on the other hearing. We are reviewing this request to see if it is in compliance the Unified Development Ordinance. If it meets the standards of the UDO, we are then obligated to recommend approval. The plans does meet the standards, therefore the Planning Department recommends site plan approval with the

condition that a complete storm water management plan is approved prior to issuance of a valid zoning permit.

Mrs. Daughtry asked how long temporary uses were good for.

Mr. Helmer stated that temporary use dates are set by Town Council and are based on what the applicant feels they need. Once the permit nears expiration, the applicant will have to come back and request the permit be extended.

Mr. Johnson asked if there was a maximum time of usage for these temporary use permits.

Mr. Helmer said no, not for the temporary permits. It is a set date made by Town Council as to how long the permit would be valid for.

Mrs. Daughtry asked if any neighbors had concerns or opposition against this project.

Mr. Helmer said no one has contacted him.

Mr. Helmer asked the Planning Board if they would like him to go over some of the key features of the plan. Mr. Upton answered sure.

Mr. Helmer stated that the proposed contractor yard will be used in support of the construction of the Atlantic Coast Pipeline. The applicant has submitted a site plan indicating approximately 29 acres of the 42 acre tract of land will be used for the proposed use. Approximately 13 acres will consist of impervious gravel surfaces to include the parking and work areas. The site is bisected by a jurisdictional stream and riparian buffer. The plan shows some wetlands. Mr. Helmer made reference to the map showing the gravel area as being shaded. It would be used for employee and equipment parking. He also made reference to modular office units and storage containers. The applicants is proposing to remove the topsoil and store it, place gravel down and at the end of the project remove the gravel and replace original topsoil. There is a screening fence along the northeast property line and along Mallard Rd. The existing tree line will be used to screen properties from south to west. There's 3 access points to be approved by NCDOT, one being on the northeast corner of the project, another on the southwest corner and the other being approximately in the middle. The applicant is not proposing to tie into public utilities; they will provide portable facilities for employees. Given the nature of the proposed use the applicant has requested to use fencing with screening material in lieu of landscaping. The applicant is meeting the setbacks of the R-20A zoning district.

Hal Kitchin, the applicants attorney and Min So, the Senior Engineer with Dominion Energy came forward to answer questions.

Mr. Helmer asked Mr. Kitchin if he has received clarification about any proposed land uses south west of the riparian buffer.

Mr. Kitchin stated after consulting with Mr. Min So, they don't believe there is any intention of using that area between the wetland that will serve as a buffer and the adjoining properties to the south west. We certainly wouldn't have a problem agreeing to install the fence with screen along those properties. The storm water hasn't been designed to allow use of that land.

Mr. Spain asked if this property will be used as a maintenance or servicing facility to change oil and work on the truck.

Mr. Kitchin stated it would be fair to assume that some maintenance and servicing will take place at the sight considering the equipment will be there.

Mr. Spain asked Mr. Helmer if that wouldn't change the nature or use of the property.

Mr. Helmer said the site plan will need to show that the use can occur in a safe manor and it shows plenty of open space there.

Mr. Spain said he had no objections but he feels like it needs to have a designated area stating that type of activity will take place there. Spills or run-off would then be contained to that designated area and prevent a safety issue.

Mr. Upton asked where the distribution of the equipment would be held. Do the vehicles stay on this property or are they brought in from another town.

Mr. Kitchin said the construction in this part of the state is scheduled to begin in 2019-2020. That would be the period of time that you would expect to see construction on site. I'm sure they don't intend to use both of those years. I feel sure during that period time you will see the same equipment from time to time during the temporary use period.

Mr. Helmer asked how many employees you will estimate to be on site. Will there be a fleet of vehicles on the property.

Min So said 800 to 900 employees will be coming to the site but not at all once. They will not all come at once. There will be buses at the sight, once they arrive in the mornings they would be given their work orders and will be taken to the job site. Some employees will drive their own trucks, like welders or inspectors.

Mrs. Daughtry asked if the employees would all stay at the same hotel. What would their accommodations be?

Mr. So said most of these workers have RV's so they would stay in RV Parks. The employees without RV's will stay in hotels all taken care of by the contractor.

Mr. Kitchin said there will be a fair amount of carpooling going on in the morning and the buses would actually take employees out to the job site wherever that may be. The construction

spread reaches from Johnston and Nash counties. This property will be a staging point for those employees.

Mrs. Daughtry asked if this property would be the staging point for Johnston County or the construction spread.

Mr. So said it's going to be for the spread. The whole 600 mile pipeline is broken down by spreads. Currently we're anticipating this spread to start in 2019.

Mr. Kitchin said Halifax County will have a similar yard such as this one, which will cover North Hampton, Halifax and the Northern part of Nash County. Northern Robinson County will also have a similar facility like this as well.

Mr. Helmer asked how many buses they would anticipate traveling through the property.

Mr. Kitchin said the trip generation table is estimating the use of 6 buses and 300 working vehicles.

Mr. Helmer requested a layout of the parking area that clearly demonstrates compliance with published parking standards.

Mr. Helmer did want to point out that the applicant has submitted a preliminary storm water plan showing 4 storm water detention basins.

Mr. Johnson made a motion to approve SP-17-13, with the staff recommendations. Seconded by Teresa Daughtry. Unanimous.

Mrs. Daughtry made a motion to adjourn the meeting, seconded by Oliver Johnson.

Old Business:

No Report

New Business:

Our next Planning Board Meeting is scheduled for November 2, 2017 at 6:00 pm.

Submitted this 10th day of October, 2017.

Julie Edmonds
Administrative Assistant
Planning Department



PLANNING DEPARTMENT

Mark E. Helmer, Senior Planner

Notice Of Public Hearings

Notice is hereby given that the Town Council of the Town of Smithfield will conduct public hearings during the course of their open meeting which starts at 7:00 P.M. on Tuesday, November 14, 2017 in the Town Hall Council Chambers located at 350 East Market Street to consider the following requests:

RZ-17-02 Twin States Farming: The applicant is requesting to rezone approximately 8.25 acres of land from the R-20A (Residential-Agricultural) to the B-3 (Business) zoning district. The property considered for approval is located on the south side of West Market Street approximately 1950 feet northwest of its intersection with Front Street and further identified as Johnston County Tax ID#15080062.

SUP-17-09 Atlantic Coast Pipeline: The applicant is requesting a special use permit to allow for a 42 acre temporary contractor storage yard on property located within an R-20A (Residential-Agricultural) zoning district. The property considered for approval is located the northwest side of Mallard Road approximately 600 feet northeast of its intersection with Old Mallard Road. The property is further identified as a portion of Johnston County Tax ID# 15K11019F.

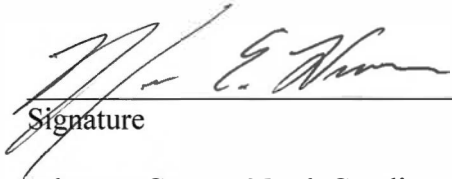
You have been identified as a property owner in the area specified above and are being advised of this meeting as you may have interest in this matter. You are welcome to attend; however, you are not required to in order for the Board to act on this request. Additional information may be obtained by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



PLANNING DEPARTMENT
Mark E. Helmer, AICP, Senior Planner

ADJOINING PROPERTY OWNERS CERTIFICATION

I, **Mark E. Helmer**, hereby certify that the property owner and adjacent property owners of the following petition, RZ-17-02, were notified by First Class Mail on 10-23-17.



Signature

Johnston County, North Carolina

I, Melissa Rodriguez, Notary Public for Johnston County and State of North Carolina do hereby certify that Mark E. Helmer personally appeared before me on this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal, this the

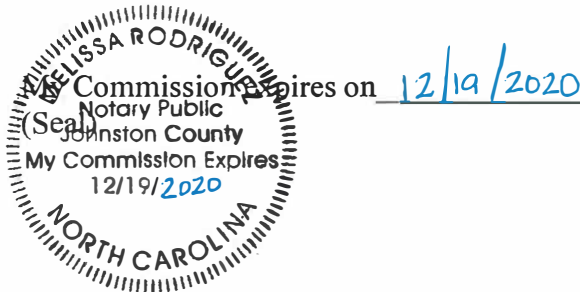
23 day of October, 2017



Notary Public Signature

Melissa Rodriguez

Notary Public Name





PLANNING DEPARTMENT

Mark E. Helmer, Senior Planner

Notice Of Public Hearings

Notice is hereby given that the Town Council of the Town of Smithfield will conduct public hearings during the course of their open meeting which starts at 7:00 P.M. on Tuesday, November 14, 2017 in the Town Hall Council Chambers located at 350 East Market Street to consider the following requests:

RZ-17-02 Twin States Farming: The applicant is requesting to rezone approximately 8.25 acres of land from the R-20A (Residential-Agricultural) to the B-3 (Business) zoning district. The property considered for approval is located on the south side of West Market Street approximately 1950 feet northwest of its intersection with Front Street and further identified as Johnston County Tax ID#15080062.

SUP-17-09 Atlantic Coast Pipeline: The applicant is requesting a special use permit to allow for a 42 acre temporary contractor storage yard on property located within an R-20A (Residential-Agricultural) zoning district. The property considered for approval is located the northwest side of Mallard Road approximately 600 feet northeast of its intersection with Old Mallard Road. The property is further identified as a portion of Johnston County Tax ID# 15K11019F.

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 11/1/17 and 11/8/17

400 Block of West Market Street



Project Name:
Twin States
Farming Inc.
Rezoning

File Number:
RZ-17-02

Existing Zoning: R-20A
Residential-Agricultural

Proposed Zoning:
B-3 (Business)

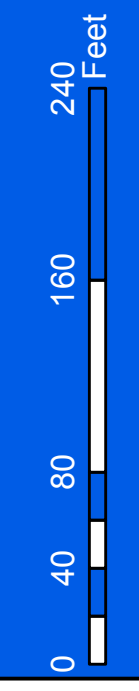
Property Owner:
Twin States
Farming, Inc

Applicant:
Olivia Holding

Tax ID#
15080062

Location:
West Market Street

Map created by the
Mark E. Helmer, AICP
Senior Planner,
GIS Specialist
on 9/26/2017



1 inch = 80 feet





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 Numbers: SUP-17-09 (Special Use Permit) and SP-17-13 (Site Plan)
Project Name: Atlantic Coast Pipeline Temporary Contractor Yard (Temporary Use)
TAX ID number: 15K11019F
Town Limits/ETJ: ETJ
Applicant: Atlantic Coast Pipeline, LLC
Owners: Marshall Incorporated
Agents: none
Neighborhood Meeting: none

PROJECT LOCATION: Northwest side of Mallard Road approximately 600 feet northeast of its intersection with Old Mallard Road.

REQUEST: The applicant is requesting a special use permit and site plan approval to allow for a temporary contractor storage yard on a 42 acre tract of land located within an R-20A (Residential-Agricultural) zoning district.

SITE DATA:

Acreage: 42 acres
Present Zoning: R-20A (Residential - Agricultural)
Proposed Zoning: N/A
Existing Use / Previous: undeveloped / cleared farm land

Proposed Use: 29 Acre Temporary Contractor Yard

ENVIRONMENTAL: The property contains a regulated stream with a 50 foot riparian buffer. This stream drains into the neighboring pond to the east and then into Polecat Branch. Any encroachment into this buffer will require permitting by the North Carolina Department of Environmental Quality.

ADJACENT ZONING AND LAND USES:

North: Zoning: R-20A (Residential-Agricultural)
Existing Use: Solar Farm and Woodlands

South: Zoning: R-20A (Residential-Agricultural)

Existing Use: Single Family Dwelling / Cleared Farm Land

East: Zoning: R-20A (Residential-Agricultural)
Existing Use: TW Welding & Cleared Farm Land

West: Zoning: R-20A (Residential-Agricultural)
Existing Use: Residential Subdivision

STAFF ANALYSIS AND COMMENTARY:

The proposed contractor yard will be used in support of the construction of the Atlantic Coast Pipeline. The applicant has indicated approximately 29 acres of the 42 acre tract of land will be used for the proposed use. Approximately 13 acres will consist of impervious gravel surfaces to include the parking and work areas. The site is bisected by a jurisdictional stream and riparian buffer. The plan indicates that the existing vegetation within this buffer will remain and serve as a visual screen from the residential subdivision to the West. The plan indicates that no land uses and land disturbing activities are proposed between the riparian buffer and existing residential subdivision. All proposed land uses will exist between the riparian buffer to the west, Duke Progress Energy utility easement to the North and a 60 foot access easement on the west to serving the existing solar farm.

13 acres of topsoil will be removed and stockpiled in the northwest corner of the property. The area cleared of top soil will be graveled to provide 7.6 acres of parking and 5 (five) acres of general purpose work area. The northern most portion of the property is identified as equipment storage.

Given the temporary nature of the proposed use, the applicant is requesting to install a chain link fence with screening in lieu of a planted street yard on Mallard Road and the transition yard on the eastern property line. The project is requesting Johnston County water service and is proposing portable facilities.

Access to the site will be provided by 3 (three) proposed driveways to be approved and permitted by NCDOT. Above ground fuel tanks with secondary fuel containment is shown on the plan and detailed construction plans shall be reviewed and permitted by the Town of Smithfield Fire Department prior to construction. The site will contain temporary storage containers and are a permitted use by right. Temporary construction trailers are permitted in accordance with Section 7.13 Modular Office Units/Temporary Office Units which allows temporary office units by right in any district on construction sites only, for a time period of six (6) months, which may be extended for an additional six (6) months by reapplication to the UDO Administrator, with no additional fee. In accordance with Section 7.30 Temporary Uses. The Town Council shall consider the effects of the use on adjacent properties and shall set a time limit on the temporary use. A detailed site plan to include a storm water management plan shall be reviewed by the Planning Board and approved by Town Council under a separate site plan review process.

- **Consistency with the Strategic Growth Plan**

The proposed temporary contractor storage yard is not consistent with the recommendations of the Future Land Use Map which calls for open space / low density residential land uses. However, temporary uses are permitted in all zoning districts with a special use permit.

○ **Consistency with the Unified Development Code**

Temporary uses are permitted in all zoning districts with a valid special use permit. The applicant has submitted a site plan that shows the project can and will meet all applicable minimum development standards.

○ **Compatibility with Surrounding Land Uses**

A temporary contractor storage yard at this location should not pose a compatibility issue with surrounding land uses given that it will be located in a rural area and screened from view from the adjacent residential subdivision to the west and from Mallard Road.

○ **Signs**

The project will qualify for 2 ground signs in accordance with Section 10.23.1 of the Town of Smithfield Unified Development Ordinance. A separate sign permit will be required.

Key site elements:

- Compliance with the building setbacks requirements of the R-20A zoning district.
- Three (3) driveways from Mallard Road.
- Approximately 13 acres of graveled impervious surfaces.
- Multiple conex storage containers.
- Above ground fuel tanks with secondary containment system.
- Seven modular office units.
- Fence and natural woodlands to serve a visual screen from outdoor storage.
- No public utilities connections – portable facilities.
- Four (4) storm water detention basins proposed.

OTHER:

FIRE PROTECTION: Smithfield Fire District

SCHOOL IMPACTS: NA

PARKS AND RECREATION: NA

ACCESS/STREETS: Three (3) proposed driveways on Mallard Road which will require NC DOT approval.

WATER/SEWER PROVIDER: NA – Portable facilities proposed.

ELECTRIC PROVIDER: Duke Progress Energy

Planning Department Recommendations:

The Planning Department has determined that the application is consistent with applicable adopted plans, policies and ordinances and should the Town Board find that all Findings of Fact can be affirmatively made that the application be approved;

And

Should the Special Use Permit be granted the Planning Department recommends that the site plan be approved subject to the submittal of a complete stormwater management plan.

Planning Board Recommendation on the Site Plan:

The Planning Board, at its October 5, 2017 meeting, unanimously voted to recommend approval of the site plan with the condition that a detailed parking plan is provided and a complete storm water management plan is approved prior to issuance of a valid zoning permit.

Town Council Action Requested:

The Smithfield Town Council is requested to review the petition for a for Special Use Permit to allow for a 42 acre temporary contractor yard on property located with a R-20A (Residential-Agricultural) zoning district and make a decision in accordance with the Finding of Fact for a special use permit;

And

If the Special Use Permit is granted that the site plan be approved subject to the submittal and approval of a complete stormwater management plan.



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

APPLICATION FOR SITE PLAN/SUBDIVISION REVIEW

Date Submitted: 9/1/2017
 Applicant: Atlantic Coast Pipeline, LLC
 Address: 925 White Oaks Blvd., Bridgeport, WV 26330
 Project Contact: Min So
 Phone: (681) 842-3465
 Fax: _____
 Location: 1900 Mallard Road
 No. of Lots Proposed: 0
 Existing Impervious Surface Area: 0
 Total Acreage 42.0
 Project Name: ACP Contractor Yard SP09
 Street Name(s): Mallard Road

NCPIN: 169202-79-9657
 Property Owner: Marshall Incorporated
 Address: 837 S. Brightleaf Blvd., Smithfield, NC 27577
 Phone: (919) 934-6505
 Fax: _____
 Zoning: R-20A
 Linear Footage of Proposed Streets: 0
 Average Lot Sizes: 0
 Proposed Impervious Surface Area: _____
 Total Disturbed Area: 36.8 acs

(Continue on additional sheet, if necessary)

Estimate of Water Allocation Required: 0
 Estimate of Sewer Allocation Required: 0

Type of Project: (check one)

- Exempt Subdivision (Submit 2 paper copies & 1 Digital copy on CD)
- Minor Subdivision (Submit 2 paper copies & 1 Digital copy on CD)
- Major Subdivision (Submit 4 paper copies & 1 Digital copy on CD)
- Recombination (Submit 2 paper copies & 1 Digital copy on CD)
- Site Plan (Submit 4 paper copies & 1 Digital copy on CD)

Application Fee:

<input type="checkbox"/> Minor Subdivision	(\$50.00) + \$5.00 a lot (\$55.00 min).....	_____
<input type="checkbox"/> Major Subdivision	(\$250.00) + \$5.00 a lot (\$255.00 min)	_____
<input type="checkbox"/> Number of Lots _____	x \$5.00/lot	_____
<input checked="" type="checkbox"/> Site Plan (\$150.00) + \$50.00 an acre (\$200.00 min)		\$2,250.00
	Total	_____

File Number: SP-17-13



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

REVISED

SPECIAL USE PERMIT APPLICATION

Pursuant to Article 4, 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 Special Use. Special Uses are uses that may be appropriate in a particular district, but has the potential to create incompatibilities with adjacent uses.

Special Use Permit applications must be accompanied by nine (9) sets of the application, nine (9) sets of required plans and one (1) digital copy of all required documents, 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: ACP Contractor Yard SP09 Acreage of Property: 42.3
 Parcel ID Number: 15K 11019F Tax ID: 4709827
 Deed Book: 4788 Deed Page(s): 912-916
 Address: 1900 Mallard Road
 Location: 1,000 feet Northeast of Intersection of Mallard Road and Brogden Road

Existing Use: Agricultural Proposed Use: Temporary Public Utility Storage Yard
 Existing Zoning District: R-20A

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: 50P-17-09 Date Submitted: 10/16/17 Date Received: 10/16/17 Amount Paid: \$300.00

OWNER INFORMATION:

Name: Marshall Incorporated
Mailing Address: 837 S. Brightleaf Blvd., Smithfield, NC 27577
Phone Number: (919) 934-6505 Fax: _____
Email Address: _____

APPLICANT INFORMATION:

Applicant: Atlantic Coast Pipeline, LLC
Mailing Address: 925 White Oaks Blvd., Bridgeport, WV 26330
Phone Number: (681) 842-3465 Fax: _____
Contact Person: Min So
Email Address: Min.P.So@dom.com

STATEMENT OF JUSTIFICATION

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

If its request is approved by the Federal Energy Regulatory Commission, the Applicant, Atlantic Coast Pipeline LLC, (the "Applicant") intends to construct a natural gas transmission pipeline through eastern North Carolina, from Northampton County to Robeson County. Pipeline construction activities in North Carolina are expected to begin as early as November 2017, although pipeline construction in the vicinity of the project site is scheduled to occur primarily in 2019 and 2020.

During construction, the construction contractor will need off-right-of-way yards for office trailers, employee parking, and the storage of fuel, pipe and equipment, among other things. Contractor yards range in size, depending on the amount of material and equipment to be stored at each location. The yards are sited at various locations in the vicinity of the pipeline construction area, within reasonable proximity to the proposed pipeline right-of-way and other work areas. Atlantic has attempted to identify yards that have been previously disturbed and are compatible with the planned use of the yard (e.g., previously cleared and graded areas with access to power supplies for temporary construction trailers). Where yards are not located in previously disturbed areas, preferred sites are on level terrain to minimize grading or filling.

The parcel identified for the contractor's yard consists of approximately 42 acres +/- . However, the entire parcel will not be used. The portion of the site to be used pursuant to the requested special use is approximately 30 acres, with the remainder being used as a buffer. The proposed site is relatively flat and has been previously disturbed. Historically it has been used as an agricultural field. It has access to electric power utilities. The Applicant proposes that the special use be allowed as a temporary use. The use of the property by the Applicant will conclude by the end of calendar year 2020. Before calendar year 2019, the Applicant would need access to the site in order to make the improvements shown on the site plan, and also to use the site as a staging area for a limited number of ancillary and support personnel providing general support services to the construction contractor outside of the Johnston and Wilson County area. Starting in January 2019, the Applicant would need to use the site for the construction contractor's construction work in Johnston and Wilson County as described above. During the time period of the proposed temporary use, the ordinary hours of operation would be Monday-Saturday 6am to 10pm with some minor equipment repair and maintenance outside those hours, and some instances requiring the use of the site on Sundays.

REQUIRED FINDING OF FACT

Article 4 of the Town of Smithfield Unified Development Ordinance requires applications for a Special Use Permit to address the following findings. The applicant has the burden of producing competent, substantial evidence tending to establish the facts and conditions which this section requires. The Town Council shall issue a special use permit if it has evaluated an application through a quasi-judicial process and determined that:

- 1) The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, or general welfare.

Please see attached Supplement to Revised Special Use Permit Application.

- 2) The special use will be in harmony with the existing development and uses within the area in which it is to be located.

Please see attached Supplement to Revised Special Use Permit Application.

- 3) The establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

Please see attached Supplement to Revised Special Use Permit Application.

- 4) Adequate utilities, access roads, drainage, parking, or necessary facilities have been or are being provided.

Please see attached Supplement to Revised Special Use Permit Application.

- 5) Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

Please see attached Supplement to Revised Special Use Permit Application.

- 6) The special use shall, in all other respects, conform to all the applicable regulations of the district in which it is located.

Please see attached Supplement to Revised Special Use Permit Application.

- 7) Public access shall be provided in accordance with the recommendations of the Town’s land use plan and access plan or the present amount of public access and public parking as exists within the Town now. If any recommendations are found to conflict, the system requiring the greatest quantity and quality of public access, including parking, shall govern.

Please see attached Supplement to Revised Special Use Permit Application.

- 8) The proposed use will be in conformity with the land use plan, thoroughfare plan, or other plan officially adopted by the Town Council.

Please see attached Supplement to Revised Special Use Permit Application.

REQUIRED SITE PLAN INFORMATION

Article 5 of the Town of Smithfield Unified Development Ordinance requires a site plan be prepared by a professional engineer, registered land surveyor, or licensed architect and shall be drawn to scale of not less than one inch equals 30 feet. The site plan shall be based on the latest tax map information and shall be of a size as required by each individual site plan. The site plan shall contain the following information, if applicable as determined by the UDO Administrator:

- 1) A key map of the site with reference to surrounding areas and existing street locations.
- 2) The name and address of the owner and site plan applicant, together with the names of the owners of all contiguous land and of property directly across the street as shown by the most recent tax records.
- 3) Parcel Identification Numbers (PIN) for site and adjacent properties.
- 4) Deed book and page reference demonstrating ownership of property.
- 5) Location of all existing and proposed structures, including their outside dimensions and elevations, streets, entrances, and exits on the site, on contiguous property, and on property directly across the street.
- 6) Building setback, side line, and rear yard distances.
- 7) Location of watercourses, ponds, flood zones, water supply watershed areas, and riparian buffers.
- 8) All existing physical features, including existing trees greater than eight (8) inches in diameter measured four and one-half (4.5) feet above ground level, and significant soil conditions.
- 9) Topography showing existing and proposed contours at no greater than ten (10) foot intervals. All reference benchmarks shall be clearly designated.
- 10) The zoning of the property, including zoning district lines where applicable.
- 11) Lot line dimensions and property lines of the tract to be developed (with dimensions identified), adjacent property lines (including corporate limits, Town boundaries, and county lines).
- 12) Parking, loading, and unloading areas shall be indicated with dimensions, traffic patterns, access aisles, and curb radii per the requirements of Article 10, Part I.
- 13) Types of surfaces for drives, sidewalks, and parking areas.
- 14) Location and design of existing and proposed sanitary waste disposal systems, water mains and appurtenances (including fire hydrants) on or adjacent to the parcel.
- 15) Other utility lines both under- and above-ground, including electric power, telephone, gas, cable television.
- 16) Location of all US Clean Water Act Section 404 wetland areas, located of detention/retention ponds (Best Management Practices), riparian buffers and impervious surface areas with area dimensions, and ratios of impervious surface to the total size of the lot.
- 17) The location of all common areas.
- 18) The location and dimensions of all areas intended as usable open space, including all recreational areas. The plans shall clearly indicate whether such open space areas are intended to be offered for dedication to public use or to remain privately owned.
- 19) Landscaping and buffering plan showing what will remain and what will be planted, indicating names of plants, trees, and dimensions, approximate time of planting, and maintenance plans per the requirements of Article 10, Part II. The plan shall include the tree line of wooded areas and individual trees eight (8) inches in diameter or more, identified by common or scientific name.
- 20) Proposed site lighting.

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

BRIAN WRIGHT  10/10/17
Print Name AUTHORIZED REPRESENTATIVE Signature of Applicant Date
 ATLANTIC COAST Pipeline, LLC.

OWNER'S CONSENT FORM

Name of Project: ACP Contractors Yard Submittal Date: 10/14/17

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.

Julian F Marshall Julian F Marshall 10-16-17
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.

Julian F Marshall Julian F Marshall 10-16-17
Signature of Owner/Applicant Print Name Date

FOR OFFICE USE ONLY

File Number: 502-17-09 Date submitted: 10/14/17 Date received: 10/10/17

Atlantic Coast Pipeline, LLC
Supplement to Revised Special Use Permit Application
October 11, 2017

Under Article 4 of the Town of Smithfield Unified Development Ordinance, an application for a Special Use Permit is required to address the following findings. Pursuant to Section 4.9.3.5, the Applicant provides the following supplemental information with respect to each of the eight (8) findings:

4.9.3.5.1. *The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, or general welfare.*

The establishment, maintenance and operation of the proposed temporary special use will not be detrimental to or endanger the public health, safety or general welfare. As noted herein, the proposed use is a temporary use, and will conclude no later than the end of calendar year 2020. Upon conclusion of the proposed use of the property, it will be returned and restored to its pre-project state.

The proposed site was chosen in part because of its proximity to two exits on Interstate 95 – Exit 93 (Brogden Road) and Exit 95 (U.S. 70 Business). Access to these two exits will serve to minimize construction traffic on local public roads. The site itself will be served by three (3) site driveways, each of which will be permitted by the N.C. Department of Transportation.

The Applicant will be required to comply with all Town of Smithfield and North Carolina Department of Environmental Quality stormwater regulations, which will require the installation of on-site storm water management facilities. A copy of the Applicant’s currently-proposed stormwater site plan is attached hereto. Although the contractor yard use will be temporary, the Applicant anticipates that the stormwater facilities to be required by the Town and/or DEQ will meet the standard that would be required if the project were permanent in nature.

The Applicant’s designated contractor, Spring Ridge Constructors, LLC, will be required to adopt and implement on site a Hazardous Materials Management and Spill Prevention, Containment and Countermeasure Plan (the “HMM/SPCC Plan”). This HMM/SPCC Plan will govern the contractor’s activities on the project site. The HMM/SPCC Plan will include general information, required handling procedures for oil, hazardous materials and hazardous wastes, emergency response procedures for spill incidents, and other best practices.

4.9.3.5.2. *The special use will be in harmony with the existing development and uses within the area in which it is to be located.*

The proposed temporary special use will be in harmony with the existing development and uses within the area in which it is to be located. Currently, the subject site is bounded on the west by a Town of Smithfield electrical substation, a Duke Energy Progress high-voltage transmission line, and a utility-scale solar electric generating

facility. There is a small industrial site to the north of the subject site, and the remaining uses to the north and east of the site are primarily agricultural. There are some residential uses to the southeast and southwest of the site. The Applicant proposes to use 6-foot-high screened fencing along the northeast and southeast property lines (along Mallard Road) to screen the onsite uses from the adjacent properties. In order to screen and buffer the residential uses on the southwestern boundary of the site, the Applicant will maintain the existing wetland buffer and wooded ditch that run from the northwest to the southeast through the southern-most one-third of the property, and will leave undisturbed the upland areas lying between the wetland and the southwestern property boundary of the site. The Applicant believes that this 8-acre undisturbed upland buffer, combined with the undisturbed wetland and wooded ditch vegetated buffer, will effectively limit any adverse effect of the proposed temporary special use on the existing residential uses in the area.

4.9.3.5.3. *The establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.*

The establishment of the temporary special use should not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district. As noted above, the proposed special use is a temporary use, and will conclude by the end of calendar year 2020. Once the temporary special use has been concluded, the property will be returned to its original condition, and will be capable of being developed or improved thereafter for any uses permitted in the district. In the meantime, the proposed temporary special use will not impede any near-term development of the surrounding tracts of land.

4.9.3.5.4. *Adequate utilities, access roads, drainage, parking, or necessary facilities have been or are being provided.*

Adequate utilities, access roads, drainage, parking, and any other necessary facilities have been or are being provided. The site will require electric power, and power is available. The site will not require public water or sewer, as bottled potable water will be provided by the contractor and temporary bathroom facilities will also be provided. Commercial dumpster service is planned for solid wastes. The site will be served by three separate site driveways, all to be permitted by the North Carolina Department of Transportation. Drainage on the site will be regulated by Town of Smithfield and North Carolina Department of Environmental Quality stormwater regulations. The site will include adequate parking and internal circulation.

4.9.3.5.5. *Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.*

Adequate measures will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. A primary reason why this site was chosen was its proximity to two separate exits on Interstate 95. This will allow traffic coming to or leaving the site to maximize the use of Interstate 95 where possible, thereby minimizing the use of the local streets and roads. As noted above, the site itself will

include three separate driveways, all of which have been designed to satisfy NCDOT street and driveway requirements and all of which will be permitted by the NCDOT. See the attached NCDOT Driveway Permit Site Plan. An Estimated Trip Generation Table is attached hereto and has been provided to NCDOT. The Applicant anticipates that it will be required (pursuant to both its FERC certificate and also its NCDOT driveway permit) to survey the local roadway network both before and after the proposed temporary use, and to repair any roads damaged as a result of any of the contractor's or Applicant's activities during the time period of the proposed temporary use. The Applicant will also comply with any short-term traffic management requirements imposed by NCDOT with respect to the project and the driveway permits to be issued.

4.9.3.5.6. *The special use shall, in all other respects, conform to all the applicable regulations of the district in which it is located.*

The Applicant affirms that the proposed temporary special shall, in all of the respects, conform to all applicable regulations of the district in which it is located. Concurrently herewith, the Applicant will be seeking site plan approval from the Town Council. The Applicant shall comply with any other requirements imposed by the Town's Unified Development and/or any other application regulations.

4.9.3.5.7. *Public access shall be provided in accordance with the recommendations of the Town's land use plan and access plan or the present amount of public access and public parking as exists within the Town now. If any recommendations are found to conflict, the system requiring the greatest quantity and quality of public access, including parking, shall govern.*

It is the Applicant's understanding that the public access and public parking requirements are not applicable to the proposed temporary special use.

4.9.3.5.8. *The proposed use will be in conformity with the land use plan, thoroughfare plan, or other plan officially adopted by the Town Council.*

The Applicant understands that temporary uses are permitted in the R-20A zoning district (and in all other Town of Smithfield zoning districts) with a special use permit. Additionally, because the proposed special use is a temporary use, the Applicant's proposed temporary use will not impede or impair the ability of the property owner to permanently develop the property in the future in a manner consistent with the Town's Strategic Growth Plan.

Supplement to Special Use Permit Application
Atlantic Coast Pipeline Contractor Yard SP 09
1900 Mallard Road, Smithfield, NC

Spread 09 Contractor Yard – Estimated Trip Generation					
Item	Quantity	Trips	Total ADT	Days/Yr	Annual Trips
ADT - 2 axles - Worker Vehicles	300	2	600	82	49200
ADT - 2 axles - Pick-ups	60	2	120	82	9840
ADT - 2 axles - Buses	6	2	12	82	984
ADT - 2 axles - 2 Ton	13	2	26	82	2132
ADT - 2 axles - Welder Rig	38	2	76	82	6232
ADT - 5 axles - Float	8	2	16	132	2112
ADT - 5 axles - String Truck	8	4	32	82	2624
ADT - 6 axles - Lowboy	5	2	10	132	1320
Planned Days and Hours of Operation	Monday through Saturday from 7:00am to 5:30pm, with the possibility of working Sunday and longer hours.				

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

Application Number: SUP-17-09 **Name:** Atlantic Coast Pipeline

Request: Applicant seeks a SUP for a temporary use of contractor storage yard with outdoor storage on property located within an R-20A (Residential-Agricultural) zoning district.

In approving an application for a special use permit in accordance with the principles, conditions, safeguards, and procedures specified herein, the Town Council may impose reasonable and appropriate conditions and safeguards upon the approval. The petitioner will have a reasonable opportunity to consider and respond to any additional requirements prior to approval or denial by the Town Council. The Town Council shall include in its comments a statement as to the consistency of the application with the Town's currently adopted Comprehensive Plan. The applicant has the burden of producing competent, substantial evidence tending to establish the facts and conditions which the below requires.

The Town Council shall issue a special use permit if it has evaluated an application through a quasi-judicial process and determined that:

1. The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, or general welfare.
2. The special use will be in harmony with the existing development and uses within the area in which it is to be located.
3. The establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
4. Adequate utilities, access roads, drainage, parking, or necessary facilities have been or are being provided.
5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
6. The special use shall, in all other respects, conform to all the applicable regulations of the district in which it is located.
7. Public access shall be provided in accordance with the recommendations of the Town's land use plan and access plan or the present amount of public access and public parking as exists within the Town now. If any recommendations are found to conflict, the system requiring the greatest quantity and quality of public access, including parking, shall govern.
8. The proposed use will be in conformity with the land use plan, thoroughfare plan, or other plan officially adopted by the Town Council.

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 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 approve Special Use Permit Application # SUP-17-09*

Motion to Deny: *Based upon failure to meet all of the above stated findings and for reasons stated therein, I move to deny Special Use Permit Application # SUP-17-09 for the following stated reason:*

Record of Decision:

Based on a motion and majority vote of the Town of Smithfield Town Council for the Special Use Permit Application Number SUP-17-09 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. Parrish, Town Clerk

DRAFT
Smithfield Planning Board Minutes
Thursday, October 5, 2017
6:00 P.M., Town Hall, Council Chambers

Members Present:

Chairman Stephen Upton
Ashley Spain
Teresa Daughtry
Oliver Johnson

Members Absent:

Daniel Sanders
Mark Lane
Eddie Foy
Michael Taylor

Staff Present:

Mark Helmer, Senior Planner
Julie Edmonds, Administrative Assistant

Staff Absent:

CALL TO ORDER

Mr. Upton identified the members of the board and as well as the Planning Department staff. He asked if there were any amendments to the agenda. Mr. Helmer recommended we postpone training until we have a full board present.

APPROVAL OF THE AGENDA

Teresa Daughtry made a motion to approve the agenda, seconded by Oliver Johnson. Unanimous.

APPROVAL OF MINUTES FROM September 7, 2017

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

APPROVAL TO OPEN THE PUBLIC HEARING RZ-17-02

Oliver Johnson made a motion, seconded by Ashley Spain to open the Public Hearing. Unanimous.

RZ-17-02 Twin States Farming:

Mr. Helmer stated the applicant is requesting to rezone approximately 8.25 acres of land from the R-20A (Residential-Agricultural) to the B-3 (Business) zoning district. The property considered for approval is located on the south side of West Market Street approximately 1950 feet northwest of its intersection with Front Street and further identified as Johnston County Tax ID #15080062. The portion of the property is located within the 100 year floodplain but does not appear to be within a flood way. Any future development of the property would be subject to the Town of Smithfield flood damage prevention ordinance. The adjacent land use to the North is currently zoned B-3 and commercial in nature. The property to the South is currently zoned R-20A and vacant. To the east is Wallace Welding and to the west a nightclub. The Future Land Use Plan has identified this property as being a conservation district. Adjacent properties within this corridor are currently zoned and developed as commercial. The rezoning will be consistent with the Town of Smithfield Unified Development Ordinance provided that all

proposed future land uses and site specific development plans meet the minimum development standards of the Town of Smithfield Unified Development Ordinance. The property considered for rezoning is immediately adjacent to other B-3 (Highway Entrance Business) zoned properties. Compatibility issues are unlikely providing that any future development is commercial in nature. The Town of Smithfield will provide services for fire and police protection, as well as water, sewer and electric. The Planning Department has determined that the application is consistent with applicable adopted plans, policies and ordinances. The Smithfield Planning Board is requested to review the petition of the rezoning request of approximately 8.25 acres of land from the R-20A (Residential-Agricultural) to the B-3 (Business zoning district and make a recommendation to Town Council.

Mr. Upton opened the floor up to any board members that may have questions for Mr. Helmer.

Mrs. Daughtry asked if the entrance to this property was opened up enough for just that one entrance.

Mr. Helmer stated that NCDOT would be the driveway permit authority here, so any future development plan would have to show an access point on the property, which NCDOT would have to permit. It's unclear since we don't have a development plan, exactly what NCDOT would require. We do know that any future subdivision would require those lots to be on a public right-of-way.

Mrs. Daughtry asked if there had been any issues with tanks on the proposed property in connection with the property that joined up to it.

Andrew Hodge with Adams and Hodge Engineering came forward and stated no not that he was aware of.

Oliver Johnson made a motion to close RZ-17-02, seconded by Teresa Daughtry. Unanimous.

Teresa Daughtry made a motion to approve RZ-17-02, seconded by Ashley Spain. Unanimous.

SP-17-13 Atlantic Coast Pipeline, LLC:

Mr. Helmer stated the applicant is requesting site plan review and approval of a temporary contractor storage yard on property located within R-20-A (Residential-Agricultural) zoning district. The Planning Board is requested to review the site plan for compliance with the Town of Smithfield Unified Development Ordinance minimum development standards. Planning staff recommends approval of the site plan with the condition storm water management plan is approved prior to issuance of a valid zoning permit. The applicant requested that the use permit be delayed by 30 days before it is reviewed by Town Council. This process tonight, site plan review is completely separate; it has no bearings on the other hearing. We are reviewing this request to see if it is in compliance the Unified Development Ordinance. If it meets the standards of the UDO, we are then obligated to recommend approval. The plans does meet the standards, therefore the Planning Department recommends site plan approval with the

condition that a complete storm water management plan is approved prior to issuance of a valid zoning permit.

Mrs. Daughtry asked how long temporary uses were good for.

Mr. Helmer stated that temporary use dates are set by Town Council and are based on what the applicant feels they need. Once the permit nears expiration, the applicant will have to come back and request the permit be extended.

Mr. Johnson asked if there was a maximum time of usage for these temporary use permits.

Mr. Helmer said no, not for the temporary permits. It is a set date made by Town Council as to how long the permit would be valid for.

Mrs. Daughtry asked if any neighbors had concerns or opposition against this project.

Mr. Helmer said no one has contacted him.

Mr. Helmer asked the Planning Board if they would like him to go over some of the key features of the plan. Mr. Upton answered sure.

Mr. Helmer stated that the proposed contractor yard will be used in support of the construction of the Atlantic Coast Pipeline. The applicant has submitted a site plan indicating approximately 29 acres of the 42 acre tract of land will be used for the proposed use. Approximately 13 acres will consist of impervious gravel surfaces to include the parking and work areas. The site is bisected by a jurisdictional stream and riparian buffer. The plan shows some wetlands. Mr. Helmer made reference to the map showing the gravel area as being shaded. It would be used for employee and equipment parking. He also made reference to modular office units and storage containers. The applicants is proposing to remove the topsoil and store it, place gravel down and at the end of the project remove the gravel and replace original topsoil. There is a screening fence along the northeast property line and along Mallard Rd. The existing tree line will be used to screen properties from south to west. There's 3 access points to be approved by NCDOT, one being on the northeast corner of the project, another on the southwest corner and the other being approximately in the middle. The applicant is not proposing to tie into public utilities; they will provide portable facilities for employees. Given the nature of the proposed use the applicant has requested to use fencing with screening material in lieu of landscaping. The applicant is meeting the setbacks of the R-20A zoning district.

Hal Kitchin, the applicants attorney and Min So, the Senior Engineer with Dominion Energy came forward to answer questions.

Mr. Helmer asked Mr. Kitchin if he has received clarification about any proposed land uses south west of the riparian buffer.

Mr. Kitchin stated after consulting with Mr. Min So, they don't believe there is any intention of using that area between the wetland that will serve as a buffer and the adjoining properties to the south west. We certainly wouldn't have a problem agreeing to install the fence with screen along those properties. The storm water hasn't been designed to allow use of that land.

Mr. Spain asked if this property will be used as a maintenance or servicing facility to change oil and work on the truck.

Mr. Kitchin stated it would be fair to assume that some maintenance and servicing will take place at the sight considering the equipment will be there.

Mr. Spain asked Mr. Helmer if that wouldn't change the nature or use of the property.

Mr. Helmer said the site plan will need to show that the use can occur in a safe manor and it shows plenty of open space there.

Mr. Spain said he had no objections but he feels like it needs to have a designated area stating that type of activity will take place there. Spills or run-off would then be contained to that designated area and prevent a safety issue.

Mr. Upton asked where the distribution of the equipment would be held. Do the vehicles stay on this property or are they brought in from another town.

Mr. Kitchin said the construction in this part of the state is scheduled to begin in 2019-2020. That would be the period of time that you would expect to see construction on site. I'm sure they don't intend to use both of those years. I feel sure during that period time you will see the same equipment from time to time during the temporary use period.

Mr. Helmer asked how many employees you will estimate to be on site. Will there be a fleet of vehicles on the property.

Min So said 800 to 900 employees will be coming to the site but not at all once. They will not all come at once. There will be buses at the sight, once they arrive in the mornings they would be given their work orders and will be taken to the job site. Some employees will drive their own trucks, like welders or inspectors.

Mrs. Daughtry asked if the employees would all stay at the same hotel. What would their accommodations be?

Mr. So said most of these workers have RV's so they would stay in RV Parks. The employees without RV's will stay in hotels all taken care of by the contractor.

Mr. Kitchin said there will be a fair amount of carpooling going on in the morning and the buses would actually take employees out to the job site wherever that may be. The construction

spread reaches from Johnston and Nash counties. This property will be a staging point for those employees.

Mrs. Daughtry asked if this property would be the staging point for Johnston County or the construction spread.

Mr. So said it's going to be for the spread. The whole 600 mile pipeline is broken down by spreads. Currently we're anticipating this spread to start in 2019.

Mr. Kitchin said Halifax County will have a similar yard such as this one, which will cover North Hampton, Halifax and the Northern part of Nash County. Northern Robinson County will also have a similar facility like this as well.

Mr. Helmer asked how many buses they would anticipate traveling through the property.

Mr. Kitchin said the trip generation table is estimating the use of 6 buses and 300 working vehicles.

Mr. Helmer requested a layout of the parking area that clearly demonstrates compliance with published parking standards.

Mr. Helmer did want to point out that the applicant has submitted a preliminary storm water plan showing 4 storm water detention basins.

Mr. Johnson made a motion to approve SP-17-13, with the staff recommendations. Seconded by Teresa Daughtry. Unanimous.

Mrs. Daughtry made a motion to adjourn the meeting, seconded by Oliver Johnson.

Old Business:

No Report

New Business:

Our next Planning Board Meeting is scheduled for November 2, 2017 at 6:00 pm.

Submitted this 10th day of October, 2017.

Julie Edmonds
Administrative Assistant
Planning Department

TAX ID#	PIN	NAME1	ADDRESS1	CITY	STATE	ZIPCODE
15K11018I	169202-78-7256	CHRISMON, FRANK T	28 OLD MALLARD RD	SMITHFIELD	NC	27577-0000
15K11018F	169202-78-4417	WHITLEY, H LANDIS	208 W LANGDON AVE	SMITHFIELD	NC	27577-0000
15K11018H	169202-78-6342	ROOKS, GENE ALTON	52 OLD MALLARD RD	SMITHFIELD	NC	27577-9452
15K11020A	169202-69-5174	TOWN OF SMITHFIELD	111 S 4TH ST	SMITHFIELD	NC	27577-0000
15K11047I	169202-88-2190	ADKINS, IRIS T	2125 MALLARD RD	SMITHFIELD	NC	27577-0000
15K11018Y	169202-78-5339	CROCKER, PAMELA F	72 OLD MALLARD RD	SMITHFIELD	NC	27577-0000
15K11019H	169202-78-8169	CHRISMON, FRANK T	28 OLD MALLARD RD	SMITHFIELD	NC	27577-0000
15K11019O	169202-69-7070	CAROLINA POWER & LIGHT	P O BOX 1551	RALEIGH	NC	27602-0000
15K11047E	169202-88-9332	GIBSON, JOYCE TALTON	4215 BROGDEN RD	SMITHFIELD	NC	27577-0000
15K11018C	169202-78-1559	ROBOL, MARY F ASTERITA	128 OLD MALLARD ROAD	SMITHFIELD	NC	27577-9453
15L11047A	169202-88-4383	GIBSON, JOYCE TALTON	4215 BROGDEN RD	SMITHFIELD	NC	27577-0000
15K11017A	169202-89-8646	TRUCK TERMINALS INC	1901 N NAN AVE	MARBLEHEAD	OH	43440-9799
15K11018X	169202-68-8922	BROCK, OTIS RAY	129 OLD MALLARD RD	SMITHFIELD	NC	27577-0000
15K11047F	169202-98-6620	TRUST	1800 MALLARD RD	SMITHFIELD	NC	27577-7139
15K11018	169202-68-9748	BLUE, DONNIE L	216 OLD MALLARD RD	SMITHFIELD	NC	27577-9455
15K11019F	169202-79-9657	MARSHALL INCORP	837 SOUTH BRIGHT LEAF BLVD	SMITHFIELD	NC	27577-0000
15K11019D	169300-70-7509	MARSHALL, JULIAN BRIAN	837 SOUTH BRIGHTLEAF BLVD	SMITHFIELD	NC	27577-4385
15K11017	169300-91-8831	TRUST	1800 MALLARD RD	SMITHFIELD	NC	27577-7139



PLANNING DEPARTMENT

Mark E. Helmer, Senior Planner

Notice Of Public Hearings

Notice is hereby given that the Town Council of the Town of Smithfield will conduct public hearings during the course of their open meeting which starts at 7:00 P.M. on Tuesday, November 14, 2017 in the Town Hall Council Chambers located at 350 East Market Street to consider the following requests:

RZ-17-02 Twin States Farming: The applicant is requesting to rezone approximately 8.25 acres of land from the R-20A (Residential-Agricultural) to the B-3 (Business) zoning district. The property considered for approval is located on the south side of West Market Street approximately 1950 feet northwest of its intersection with Front Street and further identified as Johnston County Tax ID#15080062.

SUP-17-09 Atlantic Coast Pipeline: The applicant is requesting a special use permit to allow for a 42 acre temporary contractor storage yard on property located within an R-20A (Residential-Agricultural) zoning district. The property considered for approval is located the northwest side of Mallard Road approximately 600 feet northeast of its intersection with Old Mallard Road. The property is further identified as a portion of Johnston County Tax ID# 15K11019F.

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.



PLANNING DEPARTMENT
Mark E. Helmer, AICP, Senior Planner

ADJOINING PROPERTY OWNERS CERTIFICATION

I, Mark E. Helmer, hereby certify that the property owner and adjacent property owners of the following petition, SUP-17-09, were notified by First Class Mail on 10-23-17.



Signature

Johnston County, North Carolina

I, Melissa Rodriguez, Notary Public for Johnston County and State of North Carolina do hereby certify that Mark E. Helmer personally appeared before me on this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal, this the

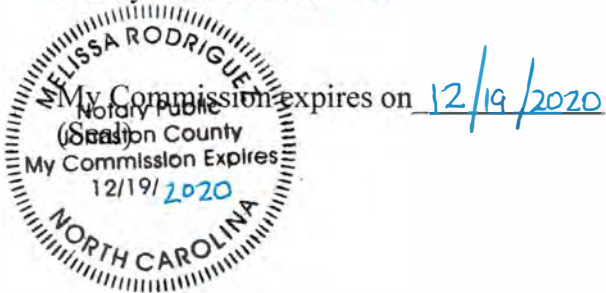
23 day of October, 2017

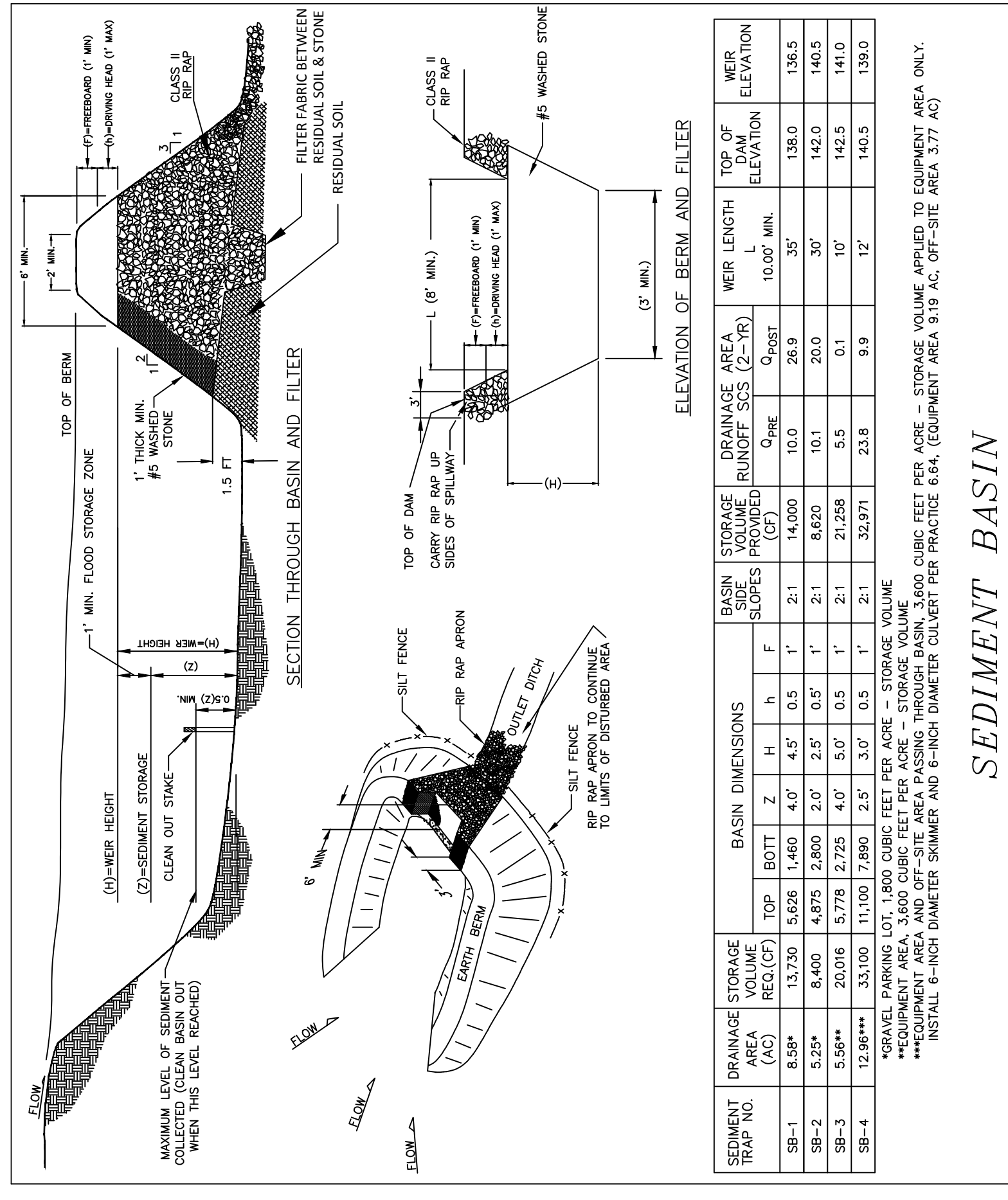


Notary Public Signature

Melissa Rodriguez

Notary Public Name

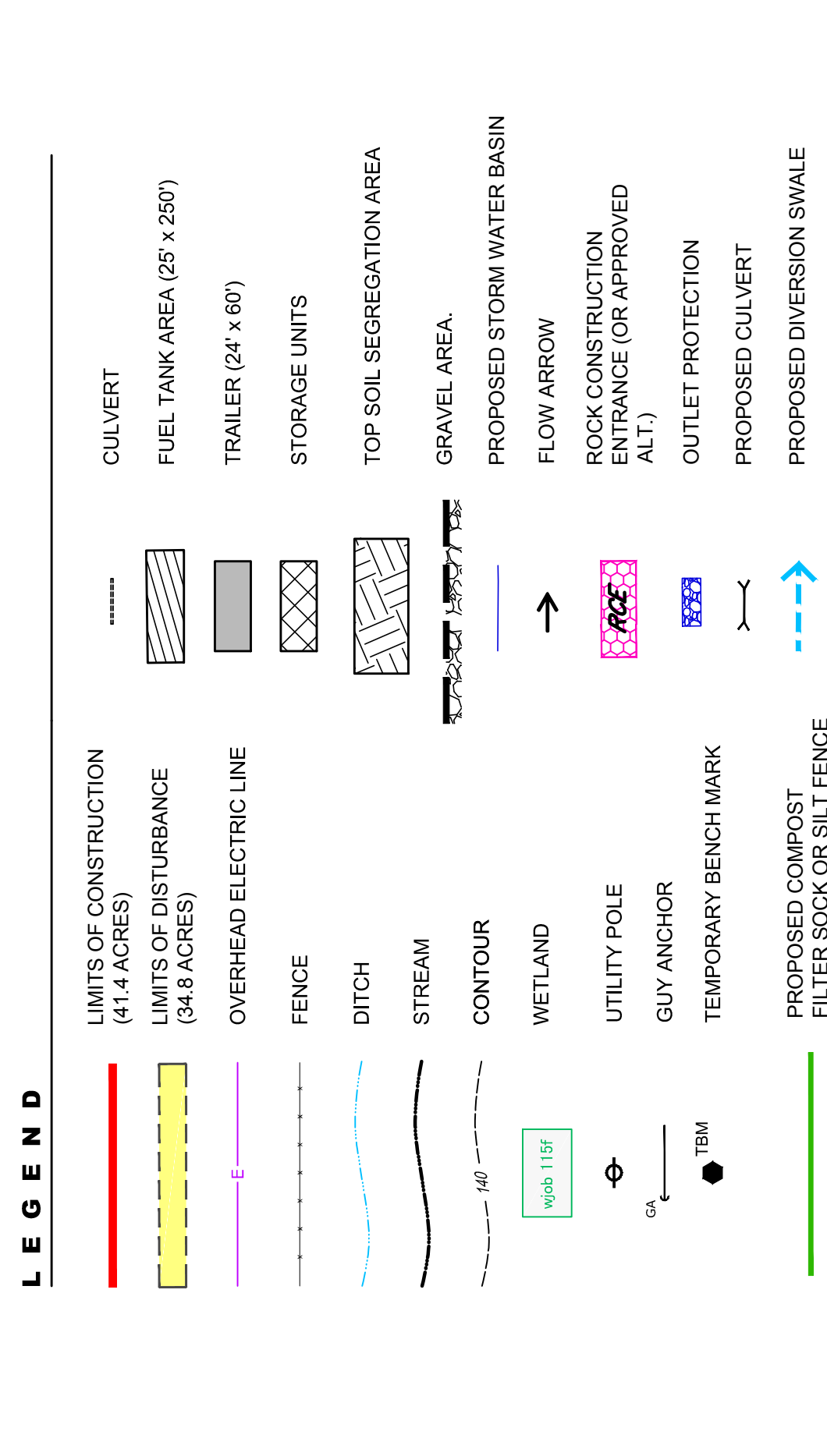
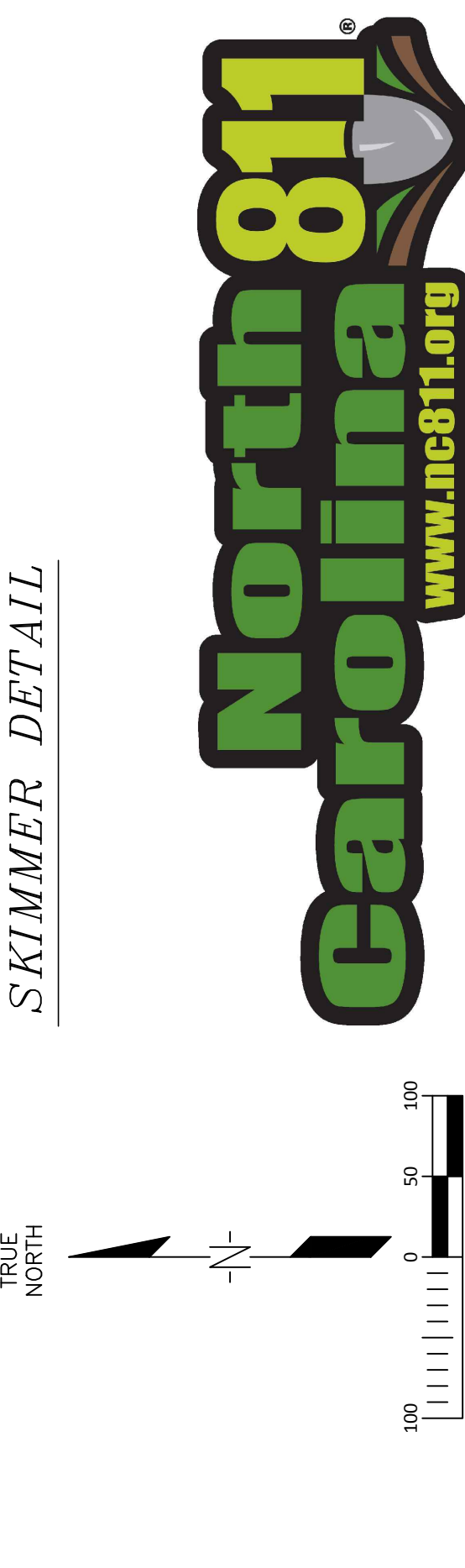
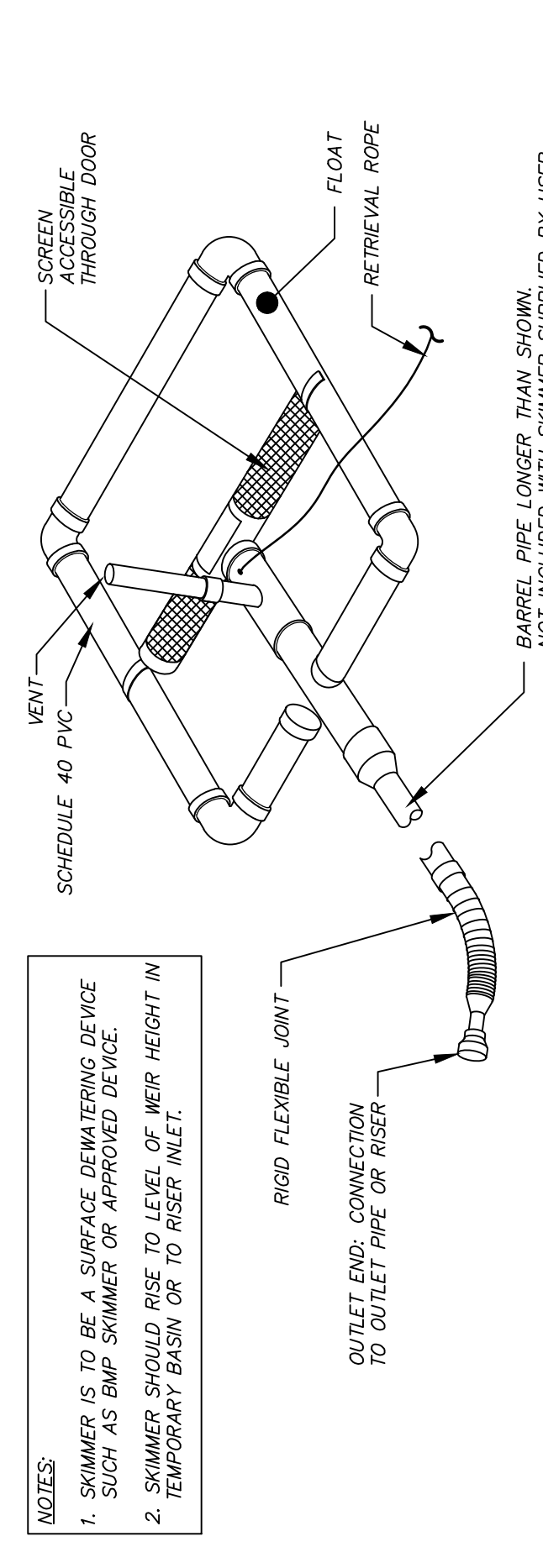




ELEVATION OF BERM AND FILTER

SEDIMENT TRAP NO.	DRAINAGE STORAGE AREA (AC)	REQ. (CF)	BASIN DIMENSIONS			TOP OF DAM ELEVATION	WATER ELEVATION	WATER ELEVATION							
			BOTT	Z	H				F						
SB-1	8.59*	13,730	5.626	1.460	4.0'	4.5'	0.5'	1'	2.1	14,000	10.0	26.9	35'	138.0	136.5
SB-2	5.25*	8,400	4.875	2.800	2.0'	2.5'	0.5'	1'	2.1	8,620	10.1	20.0	30'	142.0	140.5
SB-3	5.96**	20,016	5.778	2.725	4.0'	5.0'	0.5'	1'	2.1	21,258	5.5	0.1	10'	142.5	141.0
SB-4	12.96***	33,100	11,100	7,890	2.5'	3.0'	0.5'	1'	2.1	32,871	23.8	9.9	12'	140.5	139.0

*GRAVEL PARKING LOT, 1800 CUBIC FEET PER ACRE - STORAGE VOLUME
 **EQUIPMENT AREA, 1800 CUBIC FEET PER ACRE - STORAGE VOLUME
 ***EQUIPMENT AREA AND OFF-SITE PAVING THROUGH BASIN, 1800 CUBIC FEET PER ACRE - STORAGE VOLUME APPLIED TO EQUIPMENT AREA ONLY.
 INSTALL 6-INCH DIAMETER SKIMMER AND 6-INCH DIAMETER CULVERT PER PRACTICE 6.84, (EQUIPMENT AREA 9.19 AC, OFF-SITE AREA 3.77 AC)

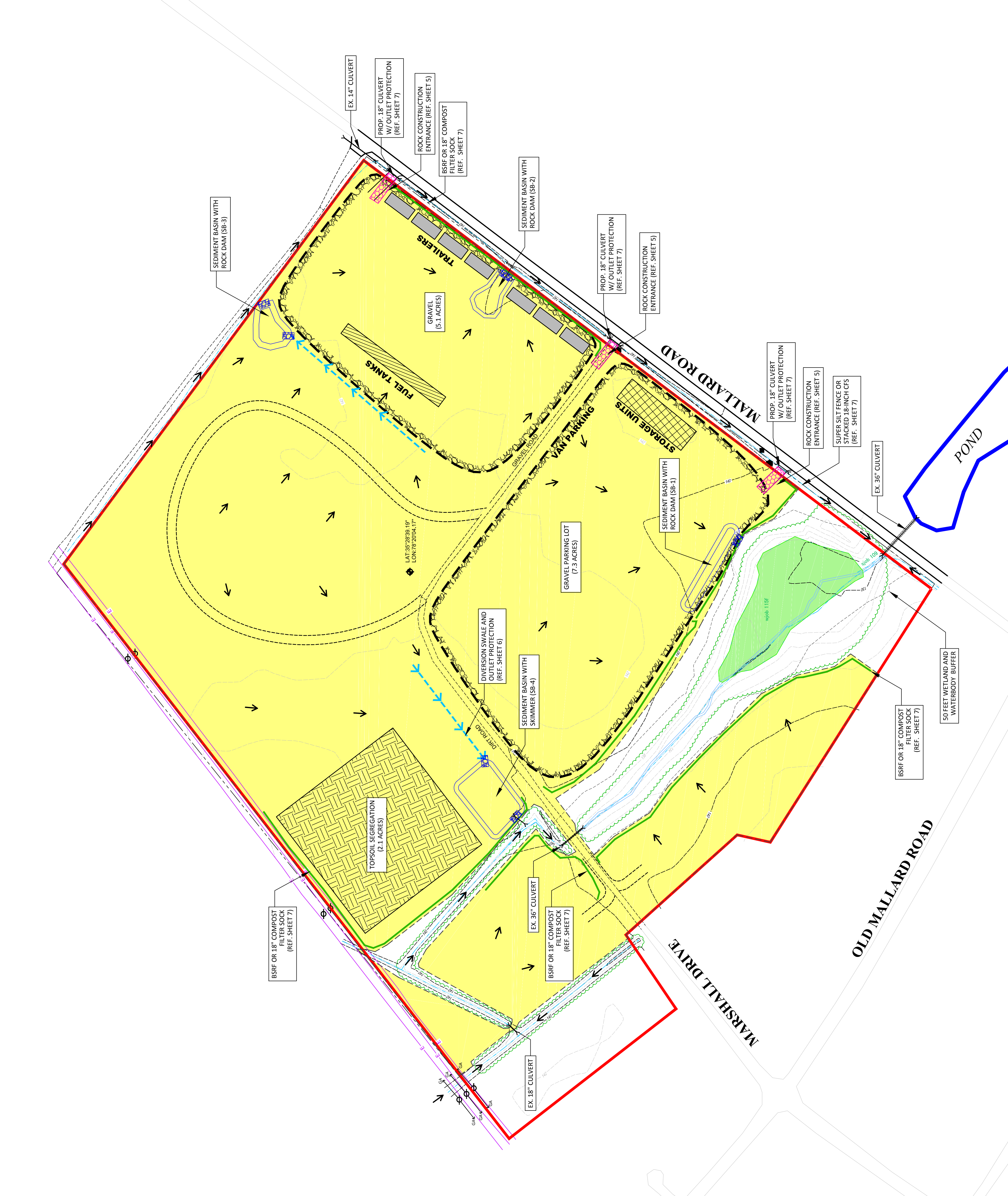


ERM NC, INC.
 License #E-1223
 1570 Braham Hill Way, Suite 130
 Charlotte, NC 28227 (704) 341-6345

Atlantic Coast Pipeline, LLC
 925 White Oaks Blvd, Bridgeport, West Virginia 26330 / 681-842-8000

ATLANTIC COAST PIPELINE
SMITHFIELD CONTRACTOR YARD ESCP

DATE: 09/29/17
 COUNTY: JOHNSTON
 STATE: NC
 GROUP: -
 DWG. NO.: 3 OF 7
 REV.: 2



REVISION INFORMATION

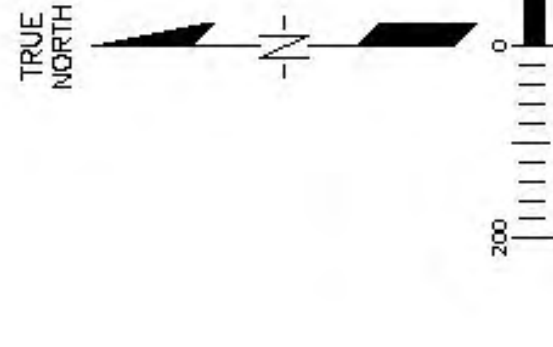
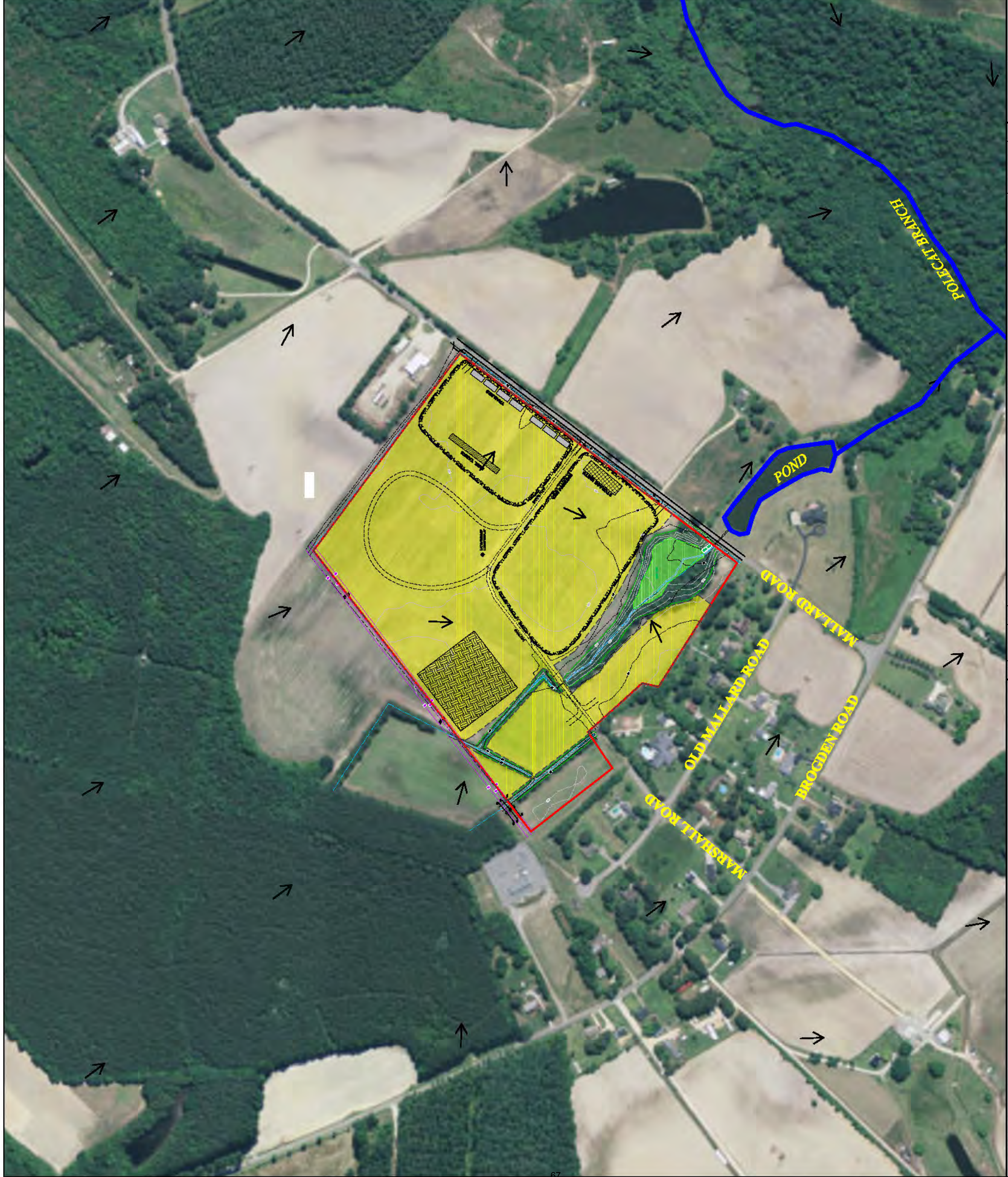
SYMBOL	DATE	BY	REVISION
△	03/19/17	NJB	ISSUED FOR REVIEW
△	08/21/17	WTS	ISSUED FOR REVIEW
△	09/29/17	WTS	ISSUED FOR REVIEW

PROJECT/TASK APP: -

SEALED
 JOHNSTON COUNTY, NORTH CAROLINA
 PROFESSIONAL ENGINEER
 WTS
 09/29/17

GENERAL NOTES AND COMMENTS:

- THIS DOCUMENT IS PROVIDED BY US ENGINEERS AND CONSULTING, LLC WITH ADDITIONAL CONTOURS OBTAINED FROM THE USGS NATIONAL ELEVATION DATASET. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ITS ACCURACY.
- DISCREPANCIES FOUND IN THE PROJECT EXISTING CONDITIONS MUST BE REPORTED TO THE PROJECT ENGINEER/OWNER.
- NO GUARANTEE OR ASSURANCE IS GIVEN BY THE OWNER OR ENGINEER AS TO THE ACCURACY, COMPLETENESS, OR VALIDITY OF THE EXISTING UTILITIES. CONTRACTOR TO PERFORM "CALL BEFORE YOU DIG" TO COORDINATE WITH UTILITY COMPANIES, AND LOCATE AND IDENTIFY ALL UTILITIES PRIOR TO CONSTRUCTION.
- DOMINION RESERVES THE RIGHT TO USE EITHER, OR BOTH, 12' COMPOST FILTER SOCK OR STANDARD SILT FENCE, FOR ANY APPLICATION IN WHICH EITHER OF THESE TWO CONTROL MEASURES ARE SPECIFIED.



LEGEND

- LIMITS OF CONSTRUCTION
- LIMITS OF DISTURBANCE
- OVERHEAD ELECTRIC LINE
- FENCE
- DITCH
- STREAM
- CONTOUR
- WETLAND
- UTILITY POLE
- GUY ANCHOR
- TEMPORARY BENCH MARK
- CULVERT
- FUEL TANK AREA (25' x 25')
- TRAILER (24' x 8')
- STORAGE UNITS
- TOP SOIL SEGRREGATION AREA
- GRAVEL AREA
- WETLAND / WATERBODY BUFFER
- FLOW ARROW



GENERAL NOTES AND COMMENTS:
 1. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE USGS NATIONAL ELEVATION DATASET.
 2. DISCREPANCIES FOUND IN THE PROJECT EXISTING CONDITIONS MUST BE REPORTED TO THE PROJECT ENGINEER/OWNER.
 3. NO CLAIMS OR DAMAGES SHALL BE ASSERTED AGAINST THE ENGINEER OR CONTRACTOR FOR ANY INACCURACIES OR OMISSIONS IN THE EXISTING CONDITIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE EXISTING CONDITIONS AND IDENTIFY ALL UTILITIES PRIOR TO CONSTRUCTION.
 4. DOMINION RESERVES THE RIGHT TO USE EITHER, OR BOTH, 12" COMPOST FILTER SOCK OR STANDARD SILT FENCE FOR ANY APPLICATION IN WHICH EITHER OF THESE TWO CONTROL MEASURES ARE SPECIFIED.

SYMBOL	DATE	BY	REVISION INFORMATION	PROJECT/TASK	APP.	SEAL
△	08/28/17	WTS	REVISION TO A REVIEW			
△	08/28/17	WTS	REVISION TO A REVIEW			
△	08/28/17	WTS	REVISION TO A REVIEW			

ERM NC, INC. 1079 Mountain View Way, Suite 211 Charlotte, NC 28203 (704) 366-5454	DATE: 08/28/17
DRAWN: WTS	CHECKED: WTS
APP. FOR ERM:	APP. FOR CONST.:
SCALE: AS NOTED	

Atlantic Coast Pipeline, LLC 925 White Oaks Blvd. Bridgeport, West Virginia 26330 / 681-842-8000	
TITLE: ATLANTIC COAST PIPELINE CONTRACTOR YARD AERIAL OVERVIEW	
COUNTY: JOHNSTON	STATE: NC
DISTRICT:	GROUP:
DATE: -	REV: 2 OF 7

1900 Block of Mallard Road



Project Name:
ACP Temporary
Contractor Yard

Proposed Use:
Temporary Use

File Number:
SUP-17-09
SP-17-13

Property Owner:
Julian Marshall

Applicant:
Atlantic Coast
Pipeline, LLC

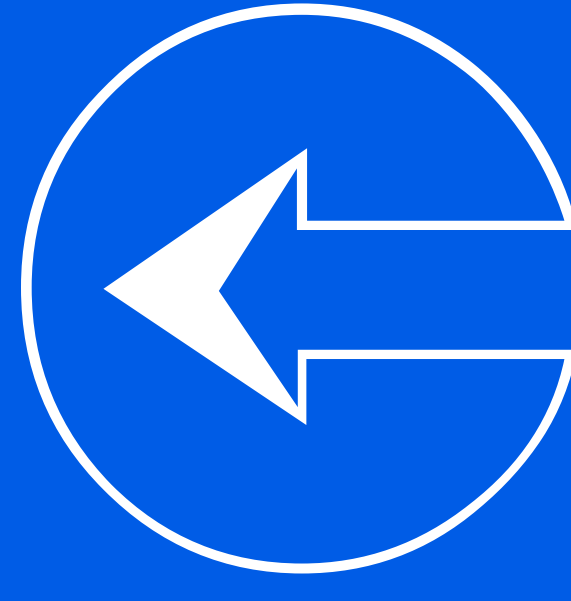
Location:
Mallard Road

Tax ID#
15K11019F

Zoning District:
R-20A

Map created by the
Mark E. Helmer, AICP
Senior Planner,
GIS Specialist
on 9/22/2017

Legend



**Location of Proposed
Contractors Storage Yard**

Solar Farm

Brogden Road Substation

R-20A

R-20A

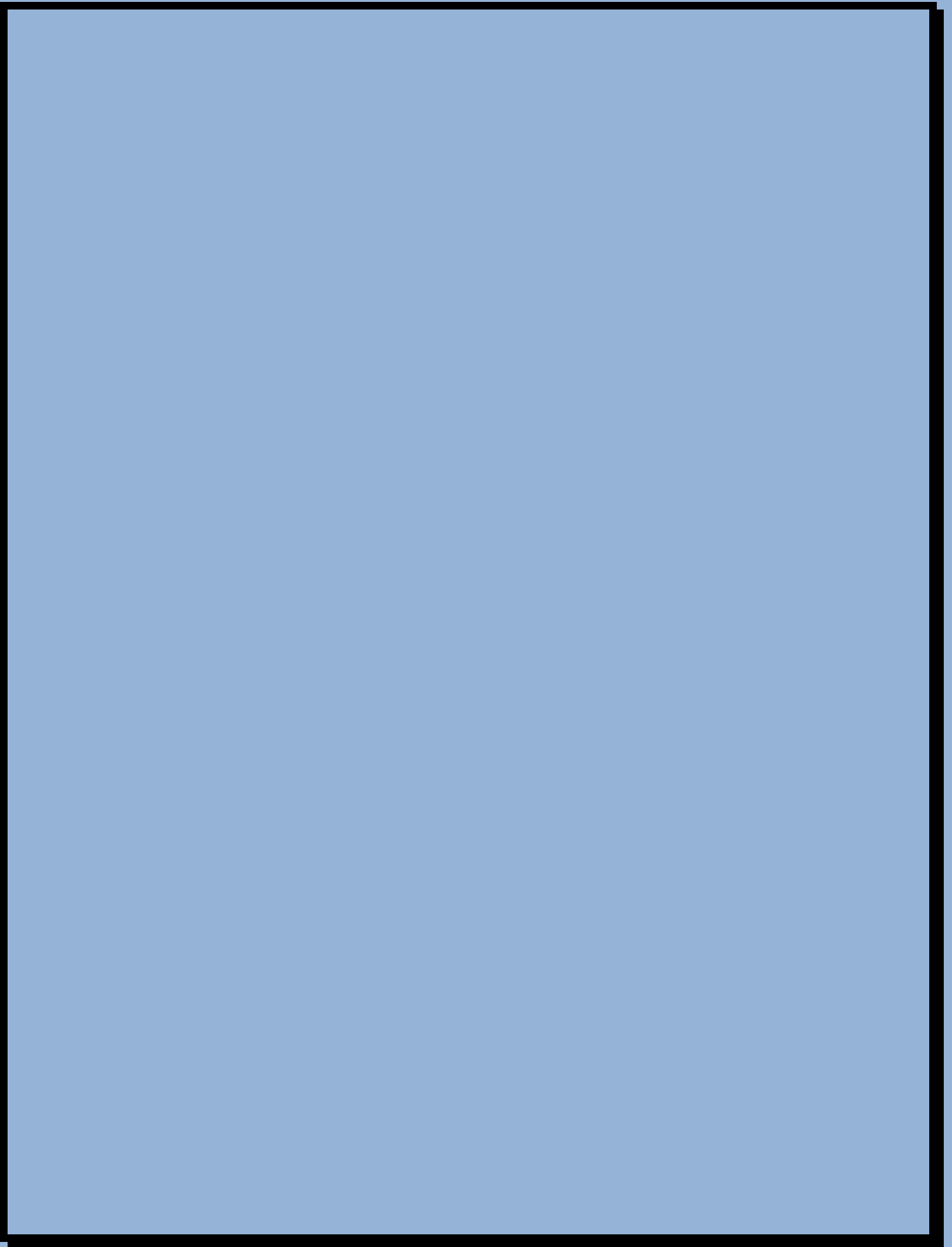
R-20A

R-20A

R-20A

R-20A

Consent Agenda Items



The Smithfield Town Council met in regular session on Tuesday, October 3, 2017 at 7:00 p.m. in the Council Chambers of the Smithfield Town Hall, Mayor M. Andy Moore presided.

Councilmen Present:

Emery Ashley, Mayor Pro-Tem
Marlon Lee, District 1
J. Perry Harris, District 2
Travis Scott, District 3
John A. Dunn, At-Large
Stephen Rabil, At-Large

Councilmen Absent

Roger A. Wood, District 4

Administrative Staff Present

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

Present:

Bob Spence, Town Attorney
Bill Drietzler, Town Engineer

Administrative Staff Absent

Mayor Moore called the meeting to order at 7:00 and asked that prior to the invocation everyone stand and observe a moment of silence for the victims and the families of the Las Vegas shooting.

The invocation was given by Councilman Scott followed by the Pledge of Allegiance

APPROVAL OF AGENDA:

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

Remove Public Hearing # 2 Special Use Permit Request – Atlantic Coast Pipeline (SUP-17-09). The applicant requested that this hearing be delayed until the November 14th meeting.

Unanimously approved.

PRESENTATIONS:

1. Recognition of Police Officer Robert Stewart for obtaining the Advanced Law Enforcement Certification from the North Carolina Education and Training Standards Commission

Chief of Police R. Keith Powell informed the Council that Officer Stewart had received the Advanced Law Enforcement Certificate from the North Carolina Education and Training and Standards Commission. Officer Stewart joined fifteen other members of the Smithfield Police Department that have received this specific recognition. Applications are submitted to Training and Standards then are approved by the Board of Commissioners. This certificate program allows dedicated officers to receive statewide recognition for education, professional training and on the job experience.

Officer Stewart holds a Bachelor's Degree in Criminal Justice and Criminology from Mount Olive College. Officer Stewart with his four year degree needed an additional 24 training points (480 hours of training as well as 6 years of continuous law enforcement service) to obtain this certificate. Officer Stewart has been with the Smithfield Police Department for almost seven years. He has worked on patrol during his career and has served as a field training officer. Officer Stewart currently has been reassigned to the Smithfield Middle School as a School Resource Officer.

Mayor Moore and Chief of Police R. Keith Powell presented Officer Stewart with a framed Advanced Law Enforcement Certificate

2. Proclamation – Honoring Manufacturing Day on October 6, 2017 in the Town of Smithfield

Mayor Moore read the following Proclamation.

PROCLAMATION
Proclaiming October 6, 2017 as Manufacturing Day
in the Town of Smithfield

WHEREAS, Manufacturing Day is a celebration of modern manufacturing meant to inspire the next generation of manufacturers; and

WHEREAS, Manufacturing Day officially occurs on the first Friday in October. This year we celebrate it on October 6, 2017; and

WHEREAS, Manufacturers boost the Town's economic growth, provide jobs for skilled workers and link innovation in other sectors; and

WHEREAS, Manufacturers contribute to the economic health of the Town of Smithfield and raise awareness of skilled career opportunities in the manufacturing industries; and

WHEREAS, According to the National Association of Manufacturers, approximately 460,000 North Carolinians are employed by this industry, and in 2016 North Carolina's manufacturing industry generated \$98.3 billion, comprising 20.85% of North Carolina's economy; and

WHEREAS, AAF Flanders of 2121 Wal Pat Road, Smithfield will represent and celebrate Smithfield's manufacturing viability and successes with a limited factory open house on October 6, 2017 at 9:30am; and

WHEREAS, the Town of Smithfield appreciates the contributions made by manufacturers in our community.

NOW, THEREFORE, I, M. Andy Moore, Mayor of the Town of Smithfield along with the members of the Town Council, do hereby proclaim October 6, 2017, to be Manufacturing Day in the Town of Smithfield, North Carolina

3. Resolution #612 (17-2017): Recognizing October 1-7,2017 as North Carolina Public Power Week in the Town of Smithfield

Town of Smithfield
Resolution #612 (17-2017)
Promoting NC Public Power During
Public Power Week, October 1-7, 2017

WHEREAS, public power is a crucial component in cities and towns across North Carolina, contributing to the overall health of communities by providing reliable electricity, excellent local service and prompt restoration; and

WHEREAS, North Carolina's more than 70 public power cities and towns are among more than 2,000 across the country; and

WHEREAS, many of North Carolina's public power cities and towns have been electric providers for more than 100 years; and

WHEREAS, public power meets the electric needs of 40 million Americans, almost 15 percent of electricity consumers; and

WHEREAS, North Carolina's public power utilities are valuable community assets that contribute to the well-being of the community and provide economic development opportunities; and

WHEREAS, North Carolina's public power utilities are dependable institutions that provide excellent service and a commitment to community.

NOW THEREFORE BE IT RESOLVED, BY THE TOWN COUNCIL OF THE TOWN OF SMITHFIELD, that the week of October 1-7, 2017, is Public Power Week, a week to promote North Carolina's public power cities and towns for their contributions to their communities.

BE IT FURTHER RESOLVED that NC Public Power communities join with all public power systems in the United States in this celebration of public power.

Adopted this day of October 3, 2017 in Smithfield, North Carolina.

Mayor Pro-Tem Ashley made a motion, seconded by Councilman Rabil, to approve Resolution #612 (17-2017) Promoting NC Public Power During. Unanimously approved.

Town Clerk Shannan Parrish administered affirmations to those that wished to offer testimony during the Public Hearing

PUBLIC HEARINGS:

1. Conditional Use Permit Request By Theron Lee McLamb: (CUP-17-08)

Councilman Harris made a motion, seconded by Mayor Pro-Tem Ashley, to open the Public Hearing. Unanimously approved.

Interim Planning Director Steve Medlin addressed the Council on a request by Theron Lee McLamb. Pursuant to State law he certified for the official record that all required notice as prescribed by the General Statutes and the Smithfield UDO has been completed for all Planning related public hearings this evening.

Mr. Medlin testified that case CUP 17-08 was a request for a conditional use permit by Theron Lee McLamb to construct and operate a recreational vehicle park that will accommodate 148 recreational vehicle (RV) spaces and 48 rental cabins on 33.32 acres of land located within a B-3 (Business) zoning district. The subject site is bounded to the north by CSX Railway, south by Equity Park Subdivision, east by Magnolia Drive and west by the Pine Acres Subdivision. The subject application was submitted under the former UDO which allows the proposed use subject to the approval of a CUP. The Future Land Use Map indicates Commercial and Office & Institutional/ High Density Residential land use designations. The applicant is proposing a single point of access from Magnolia Drive, six parking spaces for the office and a 50 foot landscaped buffer with fence on the western and northern property line. Utilities are located adjacent to the site in Magnolia Drive. Staff has identified that a RV park at this location may be a compatibility issue with the adjacent residential neighborhood to the west. The applicant has proposed a buffer of 50 feet, which is greater than the required buffer, to mitigate this condition. The Planning Department has evaluated the application package and has determined that it is compliant with all adopted plans, policies and ordinances.

The Planning Board at their August meeting held a public hearing and after receiving public comment and reviewing the evidence on the record recommended denial of the application by a vote of 4 to 3.

The Smithfield Town Council was requested to review the petition for a conditional use permit and make a decision in accordance with the Finding of Fact for a conditional use permit. Based on the evidence presented, the Council made the following ultimate findings in accord with the requirements of the ordinance.

ULTIMATE FINDINGS

1. The Town Council in its denial of the conditional use application makes the following ultimate findings in support of its denial of the application with the Council having divided equally on whether the project would materially endanger the public health and safety as located and proposed and likewise divided equally on whether it fails to meet all required specifications, standards, and practices of sound land use planning. The Council approved 4 to 2 that the project would not adversely affect the adopted plans, policies of the town or the existing standards of development. However, the Council did deny the application ultimately and found that the application would substantially injure the value of adjoining or abutting properties and adversely affect neighboring owners use and quiet enjoyment of their adjacent properties and neighborhood.

2. The applicant proposes to put an RV Park on property adjoining the back property line of 11 residential lots and single family homes in the well-established Pine Acres Subdivision. The RV Park would remove the forest on the project land, clear cut it, place a 50 foot buffer with a six foot fence, some existing trees and some shrubs as a buffer between the long border between the park and the back yards of the subdivision lots facing north on Aspen Drive. The proposed buffer is substantially inadequate. The applicant offered no other mitigation of the impact of the project on the adjacent back yards.

3. The application proposes a total of 48 cabin spaces and 148 RV spaces, expecting full occupancy. They propose 196 tightly packed spaces on 2500 to 2900 separate gross square feet of yard for each campsite, each with its own "fire pit" and "grill". Thus the subdivision would suddenly have 196 campfires outside of its back yard virtually every night with each site hosting a group of travelers enjoying camping out. The Council finds even if partially screened by a six foot fence and shrubs, that for the neighboring subdivision to be forced to listen to and look out of their back yards onto 196 campfires of itinerant groups traveling up and down I-95 would substantially and adversely affect the quiet enjoyment of the adjacent subdivision, the sense of privacy available in these long established homes, and the sense of vulnerability to neighboring itinerant revelers and campers. The sites as proposed offers little visual, physical, or noise buffer but an unspecified, undefined six foot tall fence and some shrubs where now there is a forest of trees. The bright fires and the noise from 196 campfires and easily 800 or so campers would chill the prospect of marketing the single family homes adjacent to the proposed project and substantially reduce the value of the homes in this neighborhood of families with young children and older people for whom the loss of privacy, visual and noise disturbance and presence of campers traveling an interstate would create natural anxiety for the homeowners.

4. The long border between the entire southern boundary of the project area abuts the northern boundary of the neighboring subdivision and adjoins directly to the back yard of eleven residential homes and lots. The neighborhood borders the entire expanse of the back of the proposed campground.

5. The applicant presented a commercial appraiser from Greenville, a town about seventy miles from Smithfield. He did not appraise the value of any home or site or compare before or after project values with any specificity. He testified that the project land had as its best use multifamily residential or commercial development like a shopping center and an RV Park is also a commercial endeavor. He did not talk to any residents. He did drive through the subdivision. He testified that the subdivision values had remained constant through the recent years of economic decline and recovery. He offered his opinion that impact of the project would not "substantially injure" the adjacent properties. The Council did not find him or his opinion credible in content, delivery or logic. He did not address the impact of 196 fire pits adjacent to the full length of the back yards of residents on Aspen

Drive or virtually unbuffered presence of 196 campfire groups adjacent to these back yards. He offered no suggestions as to how these inconsistent uses could be buffered. Neither did the applicant except for proposing a six foot fence and shrubs. The Council finds from the evidence that the project as proposed is a use that is highly inconsistent with the adjacent subdivision and cannot be adequately buffered even though the applicant offers virtually none.

6. The applicant proposed that the RV Park will meet high governance standards by adherence to and monitoring through the guidelines of the KOA Campground System. The RV Park is to be operated as a KOA Campground. The applicant presented a campground manager who testified that KOA is the oldest and largest campground system, has over 500 franchisees and has a set of standards that must be adhered to because of "annual" inspections. Mr. Simmons, the witness for the design team for the project, referenced the New Bern KOA Park for which he designed the addition. Mr. Nixon, a home owner in the neighborhood presented pictures of lots in the New Bern RV Park showing campground sites that were in a dilapidated, unsightly and unmonitored condition, which further shows the risk to the neighborhood of close proximity to the project as proposed.

7. Several of the adjacent property owners testified that in their opinions for the reasons set forth above detailing the negative and intrusive impact of the campsites on the back yards of the neighborhood, they believe the project would substantially injure the value of adjoining or abutting properties and be detrimental to the use of their adjacent homes and neighborhood. One resident testified he had recently purchased a home abutting the proposed site and stated he would have never purchased the home if he had known it would be adjacent to the proposed large RV Park.

8. The project has one entrance from Venture Drive, a commercial road bordering the Factory Stores at its back without access thereto and one other "emergency exit" for the campers, right through the adjoining subdivision. While the intent of the applicant is only to use the access through the subdivision in emergencies, the proposed exit does emphasize the expanse of the common boundaries to the properties, the inherent intimacy of their configurations, and the sense of invasion the neighborhood will suffer if the development were approved.

9. The Council finds the applicant failed to present persuasive substantial, competent and material evidence that the standards of the ordinance had been met to allow the conditional use application due to the evidence clearly showing that an RV Park at that location fronting the back of the Pine Acre homes would substantially injure the value of adjoining or abutting properties and be detrimental to the quiet enjoyment use of their adjacent homes and neighborhood. In contrast the evidence of the opponents of the application was clear, convincing and persuasive to the Council that the RV Park at that location would substantially injure the value of the adjoining homes and neighborhood and would substantially damage the quiet enjoyment of their residences. As a result the proposed use would adversely affect the use of the adjoining and abutting property by damaging the quiet enjoyment of their properties and as a result their property values. The application, based on the standards of the ordinance, is denied.

In further support of the ultimate findings, the Council makes the following specific findings and minutes.

SPECIFIC FINDINGS & MINUTES

Mr. Medlin has incorporated the entire record for this case in written form to the Town Council in the October 2017 agenda packet.

Mayor Moore asked if the applicant was present. Attorney Alan "Chip" Hewett of Hewitt Law Group in Selma, NC responded that the applicant was represented by Council. Mayor Moore asked if Mr. Hewett was in agreement with the testimony presented by Mr. Medlin. Mr. Hewett responded that he was in agreement and had some follow up questions for Mr. Medlin.

Mayor Moore explained to those in attendance this was a quasi-judicial hearing and all information and decision must be based on fact. He asked that anyone speaking for or against the permit application present only factual information and not hearsay. He further explained that the Council's decision would be made based on facts only.

Mr. Hewett stated that at the Planning Board Hearing, the Planning Board recommended disapproval. In that same hearing, Mr. Hewett questioned if staff made the recommendation to approve the application. Mr. Medlin responded that staff informed the Planning Board that the application was in compliance with all adopted plans, policies and ordinances.

Mr. Hewett questioned when the Planning Board actually met, they approved Findings of Fact one, two and four. The only Finding they did not approve was Findings of Fact three. Mr. Medlin responded that was an accurate statement.

Mr. Hewett asked Mr. Medlin that based upon his experience as the Interim Planning Director, it was Mr. Medlin's recommendation to the Council to recommend approval based on the four Findings of Fact. Mr. Medlin responded that was correct.

There were no further questions by Mr. Hewett for Mr. Medlin

Witness Amos Daniel Simmons, Jr.

Mr. Hewett called Mr. Dan Simmons to testify with the intent to qualify Mr. Simmons as an expert witness in planning, zoning and design. Mr. Hewett questioned if the Council wished to tender Mr. Simmons as an expert witness based on the Council's familiarity with Mr. Simmons or if it was the Council's desire for Mr. Hewett to lay a foundation based on his resume. Town Attorney Bob Spence asked that the foundation be laid for the record.

Mr. Hewett asked the witness to state his name, his place of employment and amount of years worked in his respective field. Mr. Simmons responded with his full name as Amos Daniel Simmons, Jr., his place of employment at Triangle Civil Works in Smithfield, NC and his amount of years served as approximately 43 years.

Councilman Scott asked the witness if he was being paid by the applicant stating this could create a bias. Mr. Simmons responded that he was being paid by the applicant. Mr. Hewett stated that Mr. Simmons and two other expert witnesses were all being paid by the applicant as is appropriate to pay expert witnesses in these cases.

Town Attorney Bob Spence asked that Mr. Hewett continue to qualify the witness.

Mr. Hewett asked the witness if he had been qualified as an expert witness by Superior Court in the matter of the State of NCDOT vs. John Twisdale. Mr. Simmons responded he was qualified as an expert witness in Superior Court and testified during that hearing. Mr. Hewett questioned what he was qualified as an expert of. Mr. Simmons responded he testified to the planning and zoning impacts of Mr. Twisdale's property.

Mr. Hewett asked the witness if he was being paid by the applicant and if this was Mr. Simmons' career. Mr. Simmons responded in the affirmative to both questions. Mr. Hewett further questioned as to the testimony that would be offered by Mr. Simmons. Mr. Simmons responded he would testify as to the plan and design of the project.

[Admitted into evidence as EXHIBIT 1, the resume of Amos Daniel Simmons, Jr. and qualified as an expert witness]

Mr. Hewett asked the witness how long he had been working on this project and how familiar he was with the property. Mr. Simmons responded he had been working on this project for over a year and he was very familiar with the property.

Mr. Hewett asked the witness how familiar he was with the surrounding properties. Mr. Simmons responded many years ago, while employed with Ragsdale Engineers, he did some work in the Pine Acres subdivision and he has done some work in the Industrial Park Drive area.

Mr. Hewett asked the witness to educate the Council on this project. Mr. Simmons responded the proposed project was a 148 RV space and 48 cabin space park. Mr. Simmons referenced the Raleigh

Oaks RV Park in Four Oaks, which he worked on, stating that it was comparable with 132 RV spaces and 52 cabin spaces. Mr. Simmons further stated that the plan size for the larger spaces are 2,925 square feet and the smaller spaces are 2,550 square feet. He pointed out the UDO specifies a minimum lot size of 2,000 square feet, meaning the RV Park design could have been much denser. The developers chose not to do that because of its competition with the RV Parks in Selma and Four Oaks. He further explained that if an apartment complex was constructed the use would be more dense than the proposed use. Mr. Simmons explained there would be a fifty foot buffer instead of the required forty foot buffer between the RV Park and Pine Acres Subdivision. Shrubs would be installed as well as a six foot opaque fence. Since there are power lines on the Pine Acres side of the property, a knock down gate would be installed to allow for Duke Energy Progress vehicles and Emergency vehicles to access the property when necessary. An office, swimming pool, camp store and dog park would be constructed. Mr. Simmons informed the Council the Ordinance requires the developer deal with any stormwater issues. The original I-95 Plaza plan included two stormwater ponds which have been constructed. Mr. Simmons will go back and investigate those plans to determine if the design included a second phase to the I-95 Plaza. He will also look at the design of the stormwater pond to the east. Mr. Simmons explained that if a "Big Box" retailer was to develop the land at approximately 200,000 square feet, the UDO requires that for every 200 square feet of building, there must be 1 parking space. This example equates to 1000 parking spaces which is impervious surface. He assured the Council that all stormwater requirements would be met. Mr. Simmons further testified that traffic would be less of an issue with an RV Park than with other permitted uses because the goal of the RV Park was for people to come and stay for periods of time.

Mr. Hewett questioned if a minor retail shopping center and a major retail shopping center with special use permit approval were permissible in a B-3 zoning district. Mr. Simmons responded both were permitted uses.

Mr. Hewett asked for a comparison between a "Big Box" retail site and the proposed plan as it relates to impervious and pervious surfaces and potential stormwater related issues. Mr. Simmons responded the proposed plan would be a lot less pervious area with a lot less runoff.

Mr. Hewett questioned if there was anything in the proposed plan that would endanger the public health or safety. Mr. Simmons responded fire hydrants would be installed for fire protection in the park.

Mr. Hewett questioned if there was anything that would adversely affect the adopted plans and policies of the Town of Smithfield. Mr. Simmons responded they would meet all the requirements of the UDO, all stormwater requirements and all the requirements of the utility department.

Mayor Pro-Tem Ashley questioned the occupancy rates of the other RV Parks in Johnston County that the witness referenced. Mr. Simmons responded Raleigh Oaks was staying 80% - 90% full.

Councilman Rabil questioned the overall acreage of the Raleigh Oaks Park. Mr. Simmons responded that it was approximately thirty acres.

Mayor Pro-Tem Ashley questioned if the RV Parks in Selma and Four Oaks were in the city limits. Mr. Simmons responded the park in Four Oaks was in the city limits and he was unsure about the park in Selma.

Mayor Pro-Tem Ashley questioned the neighbors of the other RV Parks. Mr. Simmons responded there was a residential subdivision adjacent to the RV Park in Selma and there wasn't any development adjacent to the RV Park in Four Oaks.

Mayor Pro-Tem Ashley questioned if the plan addressed potential foot traffic. Mr. Simmons responded a six foot tall opaque fence would be constructed on the railroad side and the Pine Acre side of the property to prevent foot traffic in those areas. Foot traffic would be encouraged for entrance into the theater and the nearby restaurants.

Mayor Pro-Tem Ashley questioned if the witness had contacted any of the residential and commercial neighbors. Mr. Simmons responded they had not had discussions with any of the neighbors.

Mayor Pro-Tem Ashley questioned if the buffer was expanded to 100 feet would that possibly be appealing to the adjacent property owners. Mr. Simmons responded the new UDO required only a twenty foot buffer. Mayor Pro-Tem Ashley clarified the twenty foot buffer was only for permitted uses and the Council could require more buffer area for a special/conditional use.

Councilman Harris questioned the rental rates for the cabins and the spaces. Mr. Simmons responded the rates at Raleigh Oaks for the RV spaces are \$50-\$60 a night which includes water, sewer, electric, cable TV and Wi-Fi connections. He did not know the rates for the cabins.

Councilman Lee questioned if a major accident occurred would the knock down gate be used to get people out of the RV Park and what effect would that have on the neighborhood. Mr. Simmons responded the knock down gate was a requirement of Duke Energy Progress and only Duke Energy Progress or an Emergency vehicle would be permitted to use that gate. It would not be an exit point. Councilman Lee further questioned that in the event of an emergency, there would only be one exit point for everyone staying in the RV Park. Mr. Simmons responded there would only be one access point.

Councilman Scott stated the plans shows the installation of fire pits and grills. He questioned if there was an evacuation plan in the event of an emergency. Mr. Simmons responded that the evacuation route would be to exit out of the only access point. Mr. Simmons stated that both RV Parks in New Bern and in Four Oaks have fire pits and grills in each space and there hasn't been any incidents in either park.

Councilman Scott stated patrons will be connecting their own water and sewer. Mr. Simmons responded that all connections would be verified by an employee of the park. Councilman Scott questioned if there was a plan in place for the event of a sewer spill. Mr. Simmons responded that there was not a plan in place.

Councilman Scott questioned if any of the other RV Parks that Mr. Simmons developed was located in a cul-de-sac and did he believe it would have an effect on the traffic flow. Mr. Simmons responded the cul-de-sac was originally designed with 27 foot back to back curb and gutter, but the design was changed to 34 foot back to back curb and gutter to accommodate more traffic. Since it is a short cul-de-sac, the only business effected would be the physical therapy business. All other businesses have access from other roads.

Mayor Pro-Tem Ashley questioned if other RV Parks had more than one entrance. Mr. Simmons responded they typically only have one access which allows control of who enters the park. Since this is a family type setting, you want to be able to control who can rent a space or a cabin in the park.

Councilman Scott stated based on notes from the Planning Board hearing, research on stormwater has not been completed. He questioned if Mr. Simmons did not feel this was necessary. Mr. Simmons responded that he will research the plans for the existing ponds and will comply with any regulation set out by the Town, but it was premature to investigate those issues prior to this hearing.

Councilman Scott questioned if the cabins would be rented on a nightly basis. Mr. Simmons responded that he could not speak on operational matters.

Town Attorney Bob Spence questioned if Mr. Simmons was a licensed surveyor with 42 years of experience. Mr. Simmons responded he did have 42 years of experience but he was not licensed.

Mayor Moore questioned the location of the buffer in regards to the knock down gate. Mr. Simmons responded they would install the gate wherever it is required. The buffer could go between the fence and the property line or the fence could be installed on the property line and the buffer behind the fence. Mayor Moore stated that with a utility easement, no vegetative type plantings could be installed on that easement. Mr. Simmons responded that Mayor Moore was correct.

Cross Examination of Mr. Simmons:

Tony Nixon of 8 Cedar Drive stated that Mr. Simmons indicated he was not licensed but he had experience. Mr. Simmons stated that was correct.

Mr. Nixon asked the witness if he had designed the KOA Campground in New Bern Mr. Simmons responded that he designed the expansion.

Mr. Nixon questioned the testimony offer by the witness as it related to KOA campgrounds having only one access point. Mr. Simmons responded the campgrounds in Johnston County only have one access point, but the one in New Bern has two.

Mr. Nixon questioned the testimony offered by the witness as it related to apartments and stormwater runoff. Mr. Simmons responded that his reference to an apartment complex was related to density and his reference to commercial development was related to stormwater runoff.

Mr. Nixon questioned if an RV Park would be permissible in the new UDO. Mr. Simmons responded it would be allowable by special use permit in a light industrial zoning district. Mr. Nixon stated since this RV Park was being proposed in a B-3 zoning district it would not be permissible under the new UDO. Mr. Simmons stated that was irrelevant since this hearing was based on the old UDO.

Mr. Hewett objected to anything referenced in the new UDO. Mayor Moore overruled that objections based on the witness referencing the new UDO in earlier testimony.

Mr. Nixon asked the witness on the number of park her designed that are close to a high density residential subdivision. Mr. Simmons responded the one in New Bern is near a high density subdivision. Mr. Hewett objected to this line of questions

Mr. Nixon questioned the witness's testimony concerning the occupancy of the Raleigh Oaks Park. Mr. Simmons responded that he testified earlier that based on his knowledge, the Raleigh Oaks Park was 80% - 90% occupied. Mr. Nixon questioned the long term occupancy rate. Mr. Simmons responded that he could not answer that question because he was not a part of the operations.

Mr. Nixon questioned how the idea for the RV Park was actually put into a plan. Mr. Simmons responded that they used the KOA guidelines, guidelines for the Raleigh Oaks site and guidelines for the New Bern site. They reviewed the property and developed the plan.

Mr. Nixon questioned if this plan was site specific or generic in nature. Mr. Simmons responded that it is a bit of both.

Mr. Nixon stating the witness was asking the Council to make a decision based on a vague and hypothetical plan. Mr. Simmons responded the plan was neither vague nor hypothetical. Mr. Hewett objected to this questioning.

Mr. Nixon questioned if there was lighting in the plan. Mr. Simmons responded there was not lighting in the plan. Mr. Nixon questioned if there would even be lighting in the RV Park. Mr. Simmons responded that would be at the discretion of the owner. Mr. Simmons further responded there would be some parts of the RV Parks that would be approved administratively by staff. Mr. Hewett objected to this questioning.

Councilman Scott asked the witness if he was familiar with the traffic study for the area and if he had received a copy of the study. Mr. Simmons responded that he was not familiar with the traffic study and he did not have a copy of the study.

Councilman Scott further questioned if the amount of traffic the RV Park could generate was taken into consideration. Mr. Simmons responded what was considered was the fact that Venture Drive and Industrial Park Drive were three lane roads. Also, Magnolia Drive to 34 feet was widened to accommodate traffic.

Councilman Scott questioned if the witness was aware that a road was supposed to connect from the Smithfield Crossing Drive through the proposed RV Park property and ultimately connecting to Magnolia Drive. Mr. Simmons responded there is a rendering of this plan hanging in the Planning Department; therefore, he has viewed the plan.

Councilman Scott questioned if the witness had taken into consideration what was best for the community. Mr. Simmons I took what was required from an engineering standpoint.

Matthew Clancy of 320 Dogwood Street inquired if Mr. Simmons was an investor in the project since he used the word “we” during his testimony. Mr. Simmons responded that he was not an investor and the “we” he referenced was the design team.

Mr. Clancy stated the witness testified that a “Big Box” retailer or an apartment complex could be constructed on the sight. Mr. Clancy suggested that nothing be developed on the site. Mr. Simmons stated that he could not respond to that question because that was the decision of the property owner. Mr. Clancy suggested wind turbines or solar panels be installed on that property. Mr. Simmons responded he had no knowledge if those functions were permissible in a B-3 zoning district.

Mr. Nixon stated that Mr. Simmons referenced he was a part of the rezoning of the property in 2006 whereby the landowner agreed to increase the buffer to fifty feet. At that time, you were asked what was permissible in the B-3 zoning district. You testified as an expert witness and when asked what the applicant intended to do with the property, you did not know. Mr. Hewett objected to this line of question.

Debbie Stanley of 404 Pine Street questioned the testimony offered by the witness as it related to the work he performed in the Pine Acres Subdivision. Mr. Simmons responded in the 1970’s he worked for a firm that assisted with the stormwater and the last phase of the subdivision. He further responded that his bosses did the design work while Mr. Simmons oversaw some of the construction.

To clarify, Ms. Stanley stated that the KOA Campground in Selma was not adjacent to a subdivision.

Ms. Stanley questioned the functionality of the knock down gate and who would have the keys to enter the gate. Mr. Simmons responded it was a locked gate that you cannot see through. The only people with keys to the gate would be Duke Energy Progress since this is their requirement. The knock down gate can be struck allowing the gate to be removed from the hinges in emergency situations.

Ms. Stanley questioned who would unlock the gate in the event of the emergency. Mr. Hewett objected to the line of questions. Objection sustained by Mayor Moore.

As rebuttal, Mr. Hewett asked the witness if he always worked under the direction of a licensed PE. Mr. Simmons responded that his son Chad Simmons and his partner Gene Cobb were both licensed PE’s.

There were no further questions for Mr. Simmons.

Witness Keith Brinson:

Mr. Hewett called Mr. Keith Brinson to testify.

Mayor Moore asked the witness to state his name and address for the record. The witness responded that his full name was Keith Brinson and he resided at 396 Bug Shop Road, Princeton, NC.

Mr. Hewett asked the witness why he was called to testify in this matter. Mr. Brinson responded he was the Chairman of the Johnston County Tourism Authority.

Mr. Hewett questioned the witness as to how long he had served as the Chairman. Mr. Brinson responded he had been the chairman for a little over two years.

Mr. Hewett asked if the Johnston County Visitor’s Bureau staff had been asked to prepare an economic impact memo as it relates to the proposed RV Park. Mr. Brinson responded staff had prepared a potential economic impact memo.

[Admitted into evidence as EXHIBIT 2, the Economic Impact Memo prepared by the Johnston County Visitor’s Bureau.]

Mr. Brinson testified that based on the Johnston County Visitor's Bureau's data of per person visitor spending of \$59.00 per person, it is estimated that the three year economic impact of the Smithfield KOA RV Resort to be \$7.6 million. Mr. Hewett explained the exhibit offered to Council showed a breakdown with year one being a partial build out of the park, year two with an additional fifty units and year three being the final build out of the project.

There were no further questions for Mr. Brinson.

Witness David Gorin:

Mr. Hewett called Mr. David Gorin to testify with the intent to qualify Mr. Gorin as an expert witness in RV Parks.

[Submitted as evidence was Exhibit 3 the Resume of Mr. David Gorin]

Mayor Moore asked the witness to state his name and address for the record. The witness stated his name as David Gorin of 3408 Winging Oaks Drive, Longboat Key, Florida.

Mr. Hewett stated that Mr. Gorin had a lot of experience and asked that he provide a brief overview of his resume/ biography. He further asked the witness to explain how he was inducted into the RV Parks Hall of Fame. Mr. Gorin responded he had been involved in the RV industry for the past thirty years. Fourteen of those years, he was the President and CEO of the National Association of RV Parks and Campgrounds. Sixteen of those years, he worked as a park owner, park developer and consultant working exclusively for those in the RV and Campground industry. Mr. Gorin informed the Council that he was the founder of the School of RV Park and Campground Management founded in 1994 which is still in operation. In August 2017, he was inducted into the National RV Parks Hall of Fame.

Mr. Hewett asked that Mr. Gorin be tendered as an expert witness and his resume be entered into evidence as Exhibit 3 to support that. There were no objections.

Mr. Hewett asked the witness if he had completed a study comparable to that submitted by the Johnston County Visitor's Bureau. Mr. Gorin responded the most recent study was completed by the University of Wisconsin. The study found the average camping party of between two and four people spent an average of \$91 outside of the RV Park on fuel, shopping, entertainment and restaurants.

Mr. Hewett asked the witness if he was being paid by the applicant to testify as an expert. Mr. Gorin responded he was retained by the applicant over a year ago to evaluate the property and complete a preliminary feasibility study. It was his expert opinion that this was a good business venture to pursue given the market and the location. Mr. Gorin also discussed the KOA franchise option with the applicant.

Mr. Hewett asked the witness prior to appearing at this hearing, how many times had Mr. Gorin met with him. Mr. Gorin responded they had never met face to face until this evening. Mr. Hewett asked how many times they had spoken on the phone. Mr. Gorin responded t he and Mr. Hewett had spoken only one time on the phone. Mr. Hewett asked if Mr. Gorin's testimony would be based on his review and analysis of the park. Mr. Gorin responded in the affirmative.

Mr. Hewett asked the witness that on behalf of the applicants, what have you looked at that allows you to testify about this particular park. Mr. Gorin responded that he would testify about the following: RVers that would come to this park, what they will do while they are here, elaborate on RV Parks of 2017, talk about why Smithfield KOA is good for this location and for the community, talk about RV Parks and their relationship to the surrounding area, KOA – who they are and why they are an important part of this potential development.

Mr. Gorin testified that the RV industry of today is not what it was ten years ago. 11 million household in United States own RV's. The average age for those with a towable RV is between 44 and 47. The average age for a motorhome owner is between 55 and 58. The average annual income for an RV owner is between \$68,000 and \$90,000. RV owners come in different forms. Some simply do it on the

weekend while others are fortunate enough to have occupations where they can work from any location allowing them to be full time RVers. Some RV owners travel from place to place while others travel with the changing seasons. RV's generally allow you to go where you want, when you want and for as long as you want because it is flexible and affordable. The number one thing RVers will do is shop. RV Parks are generally locally owned and operate as a family business. The Smithfield KOA will be a locally owned family business and the McLamb family has been in this community for years. Some RVers will stay for the night while others will stay for extended periods of time. The Smithfield KOA will take up less of a footprint on the ground, will be less intrusive for the community and less expensive for the guest. RV Parks must comply with all state, local and federal regulations. The Smithfield KOA is a terrific for this location and the community. There will be minimal demands on local services, the RV Parks pays taxes and employees will be local Smithfield residents. There will established quiet hours (typically 11pm – 8 am). The park will offer electrical connections so that generators do not run. Most RVer's enter the park between 4pm – 6 pm and leave between 8 am – 10 am. The park owners will be making a substantial investment in the building of the park. The objective is to operate the park for a long period of time and not to allow the park to be run down. RV owners are very conscious of the environment. The KOA Company is the oldest and largest campground system in the United States. It owns and operates 36 parks and has well over 500 franchisees. KOA has a set of standards that must be adhered to. They also perform annual inspections because they want to protect their brand.

Mr. Hewett asked the witness if he had ever had conversation with Dan Simmons. Mr. Gorin responded that he met with Mr. Simmons one time but he did not recall the meeting.

Mr. Hewett asked the witness if he was employed by KOA. Mr. Gorin responded he was not employed by KOA.

Mr. Hewett asked the witness to explain the average cost of an RV. Mr. Gorin responded tow behind trailers start in the mid to upper \$20,000 to lower \$30,000 range. Fifth Wheels start in the mid to upper \$40,000 to \$100,000 range. Motorhomes start in the \$80,000 to \$100,000 range and can go as high as in the millions of dollars.

Mr. Hewett reminded the witness that Councilman Scott had posed the questions earlier about the average rental cost of a space and a cabin. Mr. Gorin responded that generally speaking, a sites rent for 50% of an average lower to midrange hotel room. If an area hotel rents a room for \$125.00 a night, then a rental space would cost \$62.00. The cabin would rent for \$125.00 a night since the cabin is in direct competition with the hotel.

Mr. Hewett asked the witness if he received the four findings of fact prior to this hearing Mr. Gorin responded in the affirmative. Mr. Hewett questioned if during his review and study, did the witness find anything that gave him concern as it relates to the endangering of the public health or safety. Mr. Gorin responded that he had no concern especially since the National Fire Prevention Association 1194 outlines the standard for Recreational Vehicle Parks and Campgrounds

Mr. Hewett had no further questions for this witness

Councilman Scott questioned if the witness found any challenges with the proposed site. Mr. Gorin responded it was his expert opinion that the site was ideal for an RV Park. He was aware that there was a conflict with an adjacent neighborhood, but that was common for RV developments because most people have preconceived negative ideas about RV Parks,

Councilman Scott asked what would cause KOA to revoke a franchise. Mr. Gorin responded none payment of royalties, findings by the inspectors, park appearance falls below the standard, unsightliness and poor management. Councilman Scott questioned how KOA regulates the site. Mr. Gorin responded there is a franchise agreement that explains all the standards to the franchisee. Councilman Scott further questioned if the cabins attracted lower income people. Mr. Gorin responded that KOA does not rent cabins cheaply.

Councilman Lee asked the witness based on his expertise, what percentage of parks are close to a neighborhood. Mr. Gorin responded it was hard to answer that question because there are 8,000 –

9,000 parks in the United States. Currituck, NC has a park that is surrounded by a neighborhood. Also, a developer in Lake Conroy, TX is developing a residential subdivision directly next to his RV Park.

Mayor Pro-Tem Ashley stated that the witness testified that the RV Park industry has changed over the past ten years and asked has it changed for the better. Mr. Gorin responded that the industry has changed for the better. Mr. Gorin further stated that RVers used to be a little off center. They weren't mainstream America. It has moved into the mainstream.

Mayor Pro-Tem Ashley asked what would protect the Town in the event of a major decline in the RV industry ten years from now. Mr. Gorin responded that if one reads the paper, you know there is a major decline in the store retail industry. That would be more of an issue for the Town because of the Outlets. Mr. Gorin stated that during the recession, the RV Park industry did not experience a significant decline because of the affordability of camping.

Mayor Pro-Tem Ashley asked the witness what would cause the condition of a park to decline. Mr. Gorin responded that a well run park should look the same or better then the first day it opened.

Mayor Moore stated that the witness had testified that patrons of the RV Park would spend \$91 a day outside the park. He asked how the people would get to the shopping areas and restaurants. Mr. Gorin responded that most will be towing a car or have a pick-up truck. The park could also offer a shuttle service.

Mayor Moore asked the witness in RV Parks have storm preparation standards that included securing an RV. Mr. Gorin responded every park has an emergency prep plan for events, but there are no devises for staking down an RV.

Mayor Moore questioned if there were building standards for the cabins. Mr. Gorin responded that KOA uses park models which are built to the American National Standards Institute 119.5.

Mayor Moore questioned if the witness currently had ownership in an RV Park. Mr. Gorin responded that he does not, but he has owned four and invested in another six or eight. Mayor Moore questioned how often a park changes owners. Mr. Gorin responded that they do not change ownership very often.

Mayor Moore questioned if KOA had high standards. Mr. Gorin responded that the KOA organization does have high standards. Mayor Moore questioned if the KOA franchise had been purchased for the proposed location. Mr. Gorin responded that everything is ready to be sent to KOA, but it has not been purchased.

Councilman Rabil questioned how often KOA inspects the site. Mr. Gorin responded it is inspected annually.

Cross Examination of Mr. Gorin:

Matt Clancy of 320 Dogwood Street asked the witness if he was familiar with the KOA Campground in New Bern. Mr. Gorin responded that he had visited the park.

Mr. Clancy asked the witness if he was familiar with the cabins at that location because they were not park models, they are more like roughed out sheds. Mr. Gorin responded that those are what KOA referred to as hard sided tents built in the 1990's. Those cabin have no amenities and are rented for less than the newer cabin models.

Mr. Clancy asked the witness why in his opinion did he feel this location was an ideal site and what would compel someone to stay at this location and especially in these cabins. Mr. Gorin responded there are many reason why people would choose to rent the cabin. If someone is traveling with family and friends and they do not have an RV, they may want to rent a cabin. Some people prefer to stay in a cabin instead of a hotel. Mr. Hewett objected to this line of questioning.

Mr. Clancy stated he noticed a lot of RV's at the New Bern location with 4x4 quads and tailgaters. He asked the witness if people drove these quads in the park and in adjacent neighborhoods which caused complaints would that be a basis for KOA revoking its franchise agreement. Mr. Gorin

responded complaints from the neighborhood could cause KOA to revoke a franchise agreement, but the claims would have to be substantiated. The park owner would also be permitted to cure any problems that it was experiencing with its neighbors. Mr. Gorin stated he was not aware of any KOA campground that allowed for ATVs or any other motorized vehicle (other than a car or RV) to be permitted to operate inside the campground. Mr. Hewett objected to this line of questioning.

Debbie Stanley of 404 Oak Street asked the witness what preventative measures would this park take to ensure that its KOA franchise would not be revoked. Mr. Gorin responded he assumed the owners would play by the rules because they are making a significant investment by building this park.

Ms. Stanley asked the witness of the properties that he has owned, what was the attraction for being so close to a neighborhood. Mr. Gorin responded the park in Currituck, NC was in close proximity to the beach. In Orlando, there are a lot of RV Parks next to residential areas and it works.

Ms. Stanley asked the witness if anyone had conducted an economic impact study for the parks that he has built. Mr. Gorin responded that he is unaware of any study that was conducted after the fact.

There were no further questions for Mr. Gorin.

Recess:

Councilman Scott made a motion, seconded by Councilman Dunn, to take a five minute recess. Unanimously approved at 9:19 pm.

Reconvene:

Mayor Moore called the meeting back to order at 9:27 pm.

Cross Examination of Mr. Brinson:

Stephanie Avery of 318 Pine Street asked the witness if the Johnston County Visitor's Bureau had considered the fact that RVs all have some sort of kitchen in them and some people would rather economize by cooking themselves instead of patronizing the local restaurants. Mr. Brinson responded that staff used the industry standard of \$59.

Ms. Avery asked the witness to explain the industry standard. Mr. Brinson responded he was not qualified to provide a definition.

Mayor Moore stated the witness provided an industry standard of \$59 a day and Mr. Gorin provided an industry standard of \$91 a day. Mayor Moore questioned the witness's expert opinion on the difference between the information provided by the witness and Mr. Gorin. Mr. Hewett stated that Mr. Brinson was not qualified as an expert witness. Mayor Moore asked the witness in his opinion the difference between the information provided by the witness and Mr. Gorin. Mr. Brinson responded the difference could be the entities conducting the study.

Town Attorney Bob Spence asked Mr. Hewett what level of validity did he content with the document entered into evidence from the Johnston County Visitor's Bureau. Mr. Hewett responded the document justifies the numbers from the Johnston County Visitor's Bureau and had been substantiated by the expert.

Mr. Spence questioned if the testimony by Mr. Gorin substantiated the figures provided. Mr. Hewett responded it not only substantiated it but also corroborated it.

Councilman Harris mentioned the data provided by the Johnston County Visitor's Bureau industry standard for campgrounds are \$59 which includes RV fees, food, gas, activities and shopping. And the industry standard for hotel guests are \$149 a day. He stated he was unaware that the RV Park would be built in phases. Mr. Brinson responded it was his understanding that the RV Park would be built out in three phases.

There were no further questions for Mr. Brinson

Witness Bruce Sauter:

Mr. Hewett called Mr. Bruce Sauter to testify with the intent to qualify Mr. Sauter as an expert witness in property appraisals.

[Submitted as evidence was Exhibit 4 the Bruce Sauter Appraiser Qualifications]

The witness stated for the record he was Bruce Sauter a commercial real-estate appraiser from Greenville, NC. Mr. Sauter explained he has been an appraiser since 1972 starting in residential appraisals and graduating to commercial appraisals. He has conducted appraisals all over the Eastern Region including some in the Town of Smithfield. Mr. Sauter conducted the appraisal of the Raleigh Oaks RV Park and the RV Park in Fayetteville owned by the same people.

Mr. Hewett asked that Mr. Sauter be qualified as a land value appraiser expert and his resume be entered into evidence as Exhibit 4 to support that. There were no objections

Mayor Pro-Tem Ashley asked Mr. Hewett if he was tendering Mr. Sauter's testimony as an expert for commercial appraisals. Mr. Sauter responded that his expertise was in residential and commercial appraisals as he has appraised golf courses, RV parks, Sheets gas station, big box retailers, and residential properties.

Town Attorney Bob Spence asked the witness if everything on Exhibit 4 was accurate. Mr. Sauter responded that it was his latest and accurate curriculum vitae.

Mayor Moore asked the witness if he had conducted any residential appraisals in 2017. Mr. Sauter responded he had conducted residential appraisals during the year, but not in Smithfield. Mr. Sauter testified that most of his work was done for commercial refinancing. He explained that he cannot be an advocate. He further stated that he was also a general contractor.

Councilman Harris stated that everyone was in attendance tonight to talk about Smithfield and to ascertain if the proposed RV Park is compatible with the adjacent properties. He asked the witness if in his professional opinion would an RV park adversely affect the Pine Acre subdivision.

Mr. Sauter responded that as an appraiser his first job was to find out everything about the property. He met with Mr. McLamb and Mr. Simmons on September 9th. The purpose of that meeting was to learn as much as he could about the property, review the preliminary site plan, review the size of the property, review the zoning for the property and review the UDO. His second job was to look at the neighborhood and the surrounding area to determine the highest and best used based on the following four factors: physically possible, legally permissible, financially feasible and optimum use.

Mr. Sauter testified he made the conclusion that based on their zoning, where they were with their planning, and where they were with permitting at his time, the highest and best use of the property was commercial or multi-family residential. The RV Park is a commercial endeavor. So it satisfies one of the highest and best uses for the land.

Mr. Sauter testified he was aware the Council wanted him to address Finding of Fact Three which states the use will not substantially injure the value of adjoining or abutting property. The key word in that sentence is "substantially". Mr. Sauter explained that he has been working on this for three weeks and he has been in and out of the Pine Acres subdivision a dozen times. He observed there is very little traffic entering and existing the subdivision. It is mostly residents and service people that frequent the subdivision. In the past five years, there have been ten arm's length sales in the Pine Acres subdivision. This does not include foreclosures or family sales. Six of the sales have been within the past two years. There has been no new construction inside the subdivision. The only construction has been the development of the two properties facing 70 East directly in front of two houses on Old Goldsboro Road. It was Mr. Sauter's expert opinion that those two houses would be substantially injured by the developments.

Mr. Sauter explained the proposed RV Park was away from the Pine Acres subdivision and will have a 50 foot buffer and six foot fence. There will be a few houses that will be close, but there are also some houses that already backup to the railroad. Access to the RV Parks will be from Venture Drive and not

from Dogwood Street. It was Mr. Sauter's expert opinion that the value of the properties in the Pine Acres subdivision would not be substantially injured.

Mr. Sauter testified that he had visited the Raleigh Oaks property since Mr. McLamb stated he wanted to model the Smithfield KOA after that park. Mr. Sauter observed that there were thirty cabins and they were beautiful. The campground was near or at capacity and the park manager had a waiting list of ten more patrons. Mr. Sauter stated that the proposed RV Park would be an asset to the community.

Councilman Harris asked the witness based on his professional opinion, would the RV Park affect property values to the neighborhood. Mr. Sauter responded he did not believe this development would injure the values of the properties. Mr. Sauter explained that property values have remained steady in the subdivision and he did not see the development as a detriment to Pine Acres.

Councilman Scott asked the witness if he had prepared exhibit 4. Mr. Sauter responded that document has to be included in every appraisal he prepared.

Councilman Scott questioned the date in which the witness met with Mr. McLamb and Mr. Simmons. Mr. Sauter responded he met with both Mr. McLamb's and Mr. Simmons on September 12th. He did speak with Mr. Michael McLamb prior to that meeting.

Councilman Scott stated for the record the application was submitted on 6/2/2017 and it was concerning to him that the applicant didn't meet with someone to defend the property values until September.

Mayor Pro-Tem Ashley stated it was the testimony of the witness that an RV Park would not substantially injure the value of the adjacent properties. He questioned if there were uses that would injure the value of the adjacent properties. Mr. Sauter responded the area was zoned B-3 and as long as the property is developed in accordance with the zoning, there are no uses that would injure the value of the properties. Mr. Sauter explained it could be developed into a Walmart.

Mayor Pro-Tem Ashley stated in reviewing the permitted uses, the property could be developed as a postal facility, a convenient store or even multi-family residential. Mr. Sauter added the proposed development is less intensive than what the current UDO allows. The model is 20% lower in density than if it as developed in accordance with the UDO. There will be more pervious surface if an RV park was constructed than if some other commercial development was constructed.

Mayor Pro-Tem Ashley asked the witness if he ever spoke with any of the neighbors. Mr. Sauter responded that most information can be obtained online.

Cross Examination of Mr. Sauter:

Tony Nixon of 8 Cedar Drive stated the witness testified that he completed the appraisal for the Raleigh Oaks Parks. Mr. Sauter responded in the affirmative.

Mr. Nixon stated the witness testified he completed an appraisal because the owner was refinancing the property. Mr. Sauter responded again in the affirmative.

Mr. Nixon questioned if the owner was refinancing because he was losing money on the RV Park. Mr. Hewett objected to this line of questioning. It was sustained by Mayor Moore.

Mr. Nixon asked the witness if he had ever done an appraisal of an RV Park that was adjacent to a highly dense residential subdivision. Mr. Sauter's initial response was no, but he recalled he did conduct one in Arrowhead Beach. Mr. Nixon asked if it would be safe to say those RV Parks are in the area because of the beach. Mr. Sauter responded in the affirmative.

Mr. Nixon asked the witness if he noticed the age of the Pine Acres Subdivision. Mr. Sauter responded he did notice the age of the subdivision and noticed most houses are at least 35 years or

older. There has been no new construction and he believed there were no vacant lots in which to build.

Mr. Nixon asked the witness if the property could be used a multi-family residential. Mr. Sauter responded it was a permitted use in a B-3 zoning district, but there could also be an extension of the mall. Mr. Sauter further offered that someone had mentioned the property owner could do nothing with the property and simply leave it blank, but the property owner has a bundle of rights whereby one can do anything with their property subject to four things: police protection, taxations, escheat and zoning.

Debbie Stanley of 404 Oak Street asked the witness to clarify what was meant by substantially injuring the value of property. Mr. Sauter responded the two houses facing Old Goldsboro road would likely have its property value injured by the commercial development. Injury would mean that the property would take longer to sell resulting in a loss in value.

Ms. Stanley reminded the witness that he spoke about the neighborhood being a quiet neighborhood. Ms. Stanley asked if it could be an injury in value to the property if the RV Park was built and it created a lot of noise and the neighbors become dissatisfied. Mr. Sauter stated that was a fair statement

Flora Grantham of 400 Dogwood Street stated that her property was the last house on Dogwood Street and connected to the property in question. She explained in the fall and winter months, she can see I-95 from her property because the trees lose their foliage. The fifty foot buffer will not sufficiently cover the area and it will not stop the noise. Pine Acres is a residential areas for older retired people. The neighborhood is quiet and the residents do not wish to have a KOA campground next to them. Mr. Hewett objected to Ms. Grantham's testimony.

Stephanie Avery of 318 Pine Street asked the witness if during his highest and best use analysis, he did a highest value for the property. Mr. Sauter stated that he did not evaluate the highest value of the property. Ms. Avery contented that Mr. Sauter should have offered a value on the property.

Matt Clancy of 320 Dogwood Street asked the witness if he testified that he could not be an advocate. Mr. Clancy contended that Mr. Sauter had been advocating the whole time for the applicant. Mr. Sauter responded that he presented the facts.

Mayor Moore asked the witness if he had visited the Pine Acres neighborhood before today. Mr. Sauter responded he had visited the subdivision four times.

Mayor Moore asked the witness the criteria needed when conducting a commercial appraisal when as it relates to use. Mr. Sauter responded he considered the zoning, physical characteristics of the land, access to the property and he would have to find other comparable that are closed to existing shopping centers.

Mayor Moore asked the witness if he took into consideration the intensity of the use. Mr. Sauter responded he did consider the intensity of the use and the proposed RV park would be less intensive than is permitted under the current UDO.

No further questions for Mr. Sauter.

Mr. Hewett asked that the UDO be entered in the evidence as Exhibit 5 - Published procedures Articles 3 and 4 of the UDO adopted by Council February 2008.

The applicant's side rested

Councilman Harris made a motion, seconded by Councilman Scott, to recess this public hearing until November 14th at 7:00 pm. Councilman Scott voted in favor of the motion, Councilman Harris, Mayor Pro-Tem Ashley, Councilman Lee, Councilman Rabil and Councilman Dunn voted against the motion. Motion failed 5 to 1.

For the record, there were objection by Mr. Hewett and Mr. Nixon about recessing the public hearing.

Mayor Pro-Tem Ashley questioned the Interim Planning Director about page 20 of the agenda packet, where it stated the following: "A portion of the existing B-3 zoning district (Tax ID# 15O99002H) is not consistent with the Future Land Use Map of the Town of Smithfield Comprehensive Growth Management Plan which calls for Office and Institutional/High Density Residential land uses on the property adjacent to Pine Acres Subdivision." Mr. Medlin responded he would need to consult the Comprehensive growth Management Plan for an answer to the question.

Oliver Johnson of 405 Ash Street stated he believed this project if approved, would injure the value of homes in the Pine Acre subdivision for the following reasons:

Mr. Hewett asked with all due respect if Mr. Johnson was qualified to provide competent testimony. Town Attorney Bob Spence responded we are going to allow individual lay people to testify as to the value of property. For the testimony to be competent, it has to have specificity. Mr. Hewett stated that Mr. Johnson could testify to his value of his property, but he could not testify to the value of the neighborhood because that's what an expert witness does. Mayor Moore responded he would allow citizens to make comments during the public hearing. Mr. Hewett voiced his objection.

Oliver Johnson continued stating traffic will increase and traffic study has not been done to guarantee this will not be an issue 2. Noise. Once the land has been cleared, all the nature buffers would be depleted. The man made buffer will be insufficient to substantially suppress noise coming from the park. 3. The inability to monitor sex offenders. Since RV park inhabitants are transient in nature, there would be an inability to monitor predators. 4. Damage to the environment. Pine Acres is already prone to flooding. If flooding should rupture a connection to waste lines from an RV, sewage and chemicals used to clean waste storage tanks may combine to concoct a noxious mixture potentially contaminating nearby ground and surface waters. Property owners in Pine Acres have a right to the quiet enjoyment of their homes. The proposed RV Park would substantially injure the value of property in our neighborhood. Please deny this request.

Mr. Hewett informed Mayor Moore of a procedure matter in which Mr. Nixon will be displaying 4 photos of the KOA Park in New Bern. These photos have not been provided to Mr. Hewett and have been downloaded onto the Town's computer. Mr. Hewett objected to these photos stating they have nothing to do with this project, it was a totally different location and it was not relevant because it does not depict what was in Smithfield. Mayor Moore allowed the photos

Tony Nixon of 8 Cedar Drive presented into evidence 4 photos of the KOA Park in New Bern.

Mr. Nixon read the following taken from page 1-30 of the Comprehensive Growth Management Plan adopted by the Town Council on May 6, 2003 "Preservation of Established Residential Areas vs. Commercial Development There has been increasing pressure for commercial development, particularly along the US 70 Business corridor. Commercial infringement into established residential neighborhoods can damage the appearance of the neighborhood, diminish community pride, and cause unsafe traffic conditions for both motorists and pedestrians. Rezoning adjacent to residential uses, particularly those in conflict with the future land use map contained in this plan, should be done with great caution.

Mr. Nixon testified the residents of Pine Acres opposed the plan presented because it was incomplete and vague. It lacks details. There had been no traffic impact study. There had been no plan for water run off or storm management. The buffer would be inadequate. This plan does not address the wetlands. This plan meets the requirements under the old UDO, but not the new UDO. Property valuables will be injured and potentially already have been. A property located at 8 Cedar Drive went on the market in July at \$149,900 in August the price had been reduced to \$139,900. Residents of Pine Acres were worried about the transient nature of those visiting the RV Park and were simply afraid.

Mr. Nixon questioned how a long term stay is defined and was it possible that children could attend local schools without their parents contributing to the tax base.

Mr. Nixon offered 4 questioned to the Town Council
:

1. Is there a good possibility that the proposed request will result in the lessening of enjoyment or use of adjacent properties?
2. Why did our former UDO allow RV Parks in a B-3 designation by conditional use permit, but the new udo does not allow them in the B-3 zoning district?
3. Does a governing board in the town make decisions for one person at the expense of an entire neighborhood?
4. Would you want an RV Park in your backyard?

Mr. Nixon submitted a petition against the development of an RV Park. Mr. Hewett objected to the petition.

Matthew Clancy of 320 Dogwood Street testified that he and his wife moved to Smithfield in July. Prior to purchasing their house, they visited Google Earth and Google Maps to look at the property and the neighborhood. Mr. Clancy explained that had an RV Park been constructed or even in the development stages, he and his wife would not have considered purchasing the house they now own.

Mr. Clancy testified his real estate agent provided him with a letter concerned the proposed RV Park. Mr. Hewett objected the letter being read because he was unable to cross examine a letter. The letter was deemed inadmissible.

Mr. Clancy further testified the RV Park would have a negative impact on the value of his home quoting from his recent home appraisal the following statement: "The subject experiences some external depreciation due to its location backing to a main road. It is buffered by trees and vegetation; however, road noise was heard. This will be accounted for in the location section of the sales comparison approach." Mr. Clancy asked that this be admitted into evidence as Exhibit A

Mr. Clancy testified that nothing has been done in the way of due diligence for this project. There have been no environmental impact study, no noise suppression study, no traffic impact study, and no crime study. The proposed site was generic in nature. There was virtually no upside for the residents of Pine Acres. He questioned who would be drawn to an RV Park in Smithfield stating it would simply be a truck stop for RVs. No one had addressed the environmental impact that RV's would make. And by implying that these RVs are expensive implies a guarantee of good conduct. Mr. Hewett objected to all of Mr. Clancy's testimony.

Mayor Pro –Tem Ashley stated that the Council's job was tough because they had legal obligations. Mr. Ashley explained that there are 30-40 permitted uses that would never come before Council. With a conditional use permit, at least the Council could impose conditions and limitations on the property. He stated he understood how the residents felt and asked if there was any use that the neighborhood would be happy with. Mr. Nixon responded the property (approximately 11 acres) was zoned O & I the O & I allowed for a transition between the subdivision and the B-3 district. In 2006, the 11 acres were rezoned from O & I to B-3. The residents of Pine Acres do not want any permitted use directly adjacent to the subdivision.

Interim Planning Director Steve Medlin responded to Mayor Pro-Tem Ashley's earlier question stating that the Comprehensive Growth Management Plan maximum density allowed 240-290 units possible on the 33.32 acres

Councilman Harris made a motion, seconded by Mayor Pro-Tem Ashley, to close the Public Hearing. Unanimously approved.

Mayor Moore stated for the record the proposed site was 33.32 acres.

The Written Finding

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

- **Finding One of Four: Deny**

Councilman Scott made a motion, seconded by Councilman Lee to deny Finding One based on the evidence and testimony presented it was the finding of the Town Council that the application will materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and denied for the following stated reasons: Lack of ingress and egress for vehicle and pedestrian traffic and lack of knowledge of the stormwater management plan for surrounding area.

Councilman Harris questioned the Town's policy on stormwater and the standard procedure for this. Mr. Medlin responded that there is a stormwater ordinance and all plans are evaluated against that ordinance. This is typically completed during the site plan approval which is not part of this process. Site plan are more detailed more technical in nature.

Councilman Scott, Councilman Lee, Councilman Rabil voted in favor of denying Finding One. Mayor Pro-Tem Ashley, Councilman Dunn and Councilman Harris voted against denying Finding One. The vote was three to three.

- **Finding Two of Four: Deny**

Councilman Scott made a motion, seconded by Councilman Lee, to deny Finding Two based on the evidence and testimony presented it was 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 applicant did not incorporate the traffic plan and future development of the growth of the area.

Councilman Scott, Councilman Lee, Councilman Rabil voted in favor of denying Finding Two. Mayor Pro-Tem Ashley, Councilman Dunn and Councilman Harris voted against denying Finding Two. The vote was three to three.

- **Finding Three of Four: Deny**

Councilman Scott made a motion, seconded by Councilman Lee, to deny Finding Three based on the evidence and testimony presented it was the finding of the Town Council that the application, 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. Based on the effects of potential injury to property values.

Councilman Scott, Councilman Lee, Councilman Rabil and Mayor Pro-Tem Ashley voted in favor of denying Finding Three. Councilman Dunn and Councilman Harris voted against denying Finding Three. Motion passed with a vote of four to two.

- **Finding Four of Four: Approve**

Mayor Pro-Tem Ashley made a motion, seconded by Councilman Harris, to approve Finding Four based on the evidence and testimony presented it was 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.

Mayor Pro-Tem Ashley, Councilman Harris, Councilman Dunn and Councilman Rabil voted in favor of the motion. Councilman Scott and Councilman Lee voted against the motion. Motion passed with a vote of four to two.

Mr. Spence informed the Council that it was unnecessary to vote on the denial since the statute is clear that if one finding is denied the Conditional Use Permit is denied.

Mr. Hewett stated for the record on the three to three votes the courts may remand it back because the Mayor did not vote.

Mayor Moore announced the application had been denied based on Finding Three being approved for denial on a four to two vote.

2. Special Use Permit Request – Johnston Animal Hospital (SUP-17-10):

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

Interim Planning Director Steve Medlin addressed the Council on a request by Johnston Animal Hospital. Mr. Medlin explained case SUP 17-10 is a request for a special use permit by Dr. Michael Ward to construct an animal hospital with outdoor animal runs on a 1.8 acre property located within a B-3 (Business) zoning district. The project is located on the southwest corner of North Brightleaf Boulevard and Pitchi Street. The proposed animal hospital will be composed of a 5,000 square foot building with 36 parking spaces, will be accessed by two drives from Pitchi Street. The applicant proposes installation of all required landscaping and sidewalks, and will be served by Town utilities. The proposed use is consistent with the FLUM which designates this property as commercial.

The Planning Department has evaluated the application package and has determined that it is compliant with all adopted plans, policies and ordinances. The Smithfield Town Council is requested to review the petition for a special use permit and make a decision in accordance with the Finding of Fact for a special use permit.

Mr. Medlin has incorporated the entire record for this case in written form to the Town Council in the October 2017 agenda packet.

Mayor Pro-Tem Ashley informed the Council that this request is permitted under the new Unified Development Ordinance whereby there will be eight Findings of Fact instead of four.

Mayor Moore asked the applicant if he was in agreement with the testimony provided by Mr. Medlin. The applicant responded he was in agreement with the testimony provided.

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

Mayor Moore asked if there were any questions from Council.

Councilman Scott questioned that based on the site plan, would some of the structures on the properties be demolished. Mr. Medlin responded some of the structures would be demolished. Councilman Scott further questioned if the proposed building would be new. Mr. Medlin responded the building would be a new structure.

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

The Written Finding

Councilman Dunn made a motion, seconded by Councilman Harris, to vote in the affirmative to all of the below eight Findings of Fact. Unanimously approved.

The Town Council shall issue a special use permit if it has evaluated an application through a quasi-judicial process and determined that:

1. The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, or general welfare.
2. The special use will be in harmony with the existing development and uses within the area in which it is to be located.
3. The establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
4. Adequate utilities, access roads, drainage, parking, or necessary facilities have been or are being provided.
5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
6. The special use shall, in all other respects, conform to all the applicable regulations of the district in which it is located.
7. Public access shall be provided in accordance with the recommendations of the Town's land use plan and access plan or the present amount of public access and public parking as exists within the Town now. If any recommendations are found to conflict, the system requiring the greatest quantity and quality of public access, including parking, shall govern.
8. The proposed use will be in conformity with the land use plan, thoroughfare plan, or other plan officially adopted by the Town Council.

Record of Decision: Approval of Conditional Use Permit Application Number SUP-17-10

Councilman Rabil made a motion, seconded by Councilman Harris, based upon satisfactory compliance with the above eight 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 Special Use Permit Application # SUP-17-10. Unanimously approved.

- 3. Ordinance Text Amendments to the Unified Development Ordinance (UDO). The proposed amendments are to make modifications to bring the UDO into compliance with recent changes to the N.C. General Statutes and to make provision for the ability to increase impervious surface limitations and to utilize cluster subdivision standards in watershed protection areas.**

Councilman Scott, made a motion, seconded by Mayor Pro-Tem Ashley, to open the Public Hearing. Unanimously approved.

Interim Planning Director Steve Medlin addressed the Council on proposed changes to the UDO. Mr. Medlin explained that staff was requesting the Town Council consider text amendments to the UDO. These text amendments fall into two categories, mandated legislative changes based on recent actions of the NC General Assembly and modifications allowable by Statute and NC Administrative Code.

The first three amendments are mandated by state law. The first amendment will add an additional exemption to subdivision standards for divisions of property associated with a probated will or intestate succession. The second establishes a statute of limitation for enforcement of land use

violations of five years once know or seven years from the date on establishment. The third establishes exemption from local government zoning review for small wireless communication facilities (defined as antennae no greater than 6 cubic feet and equipment no greater than 28 cubic feet). The fourth amendment is the addition of a high density option in watershed protection areas that will all properties to go up to a maximum of 70% impervious surface if engineered stormwater devices are utilized to treat the first inch of rainfall. The devices are to be owned and maintained by the owner and appropriate security must be provided to the Town to ensure perpetual operation and maintenance. This amendment would also allow for the transfer of impervious surfaces between properties and the ability to do cluster subdivisions. The final amendment would add necessary definitions related to the prior text amendments as defined by state law.

The Planning Department recommends approval.

The Planning Board recommended by unanimous vote approval at their September meeting.

Councilman Harris questioned if the Town could regulate the location of wireless communication on Town poles. Mr. Medlin responded this legislation takes away that ability.

Mayor Pro-Tem Ashley explained in the new UDO, there was an engineering fee imposed for a company adding wireless communication devises to the Town's utility poles. Mr. Medlin responded that evaluation will be conducted on a case by case basis as requests are made to the Planning Department.

Mayor Moore asked if there were any comments/questions from those in the audience that wished to speak on the matter. There were none

Mayor Moore asked if there were any questions from Council. There were none

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

Mayor Pro-Tem Ashley made a motion, second by Councilman Rabil, to approve the Text Amendments to the Unified Development Ordinance (UDO). Unanimously approved.

(Included by reference and made an official part of these minutes is a copy of the approved Text Amendments.)

CITIZENS' COMMENTS: There were none

CONSENT AGENDA:

Councilman Scott made a motion, seconded by Mayor Pro-Tem Ashley, to approve the following items as listed on the Consent Agenda with the addition of *Business Item 2 (Consent agenda item 8) and Business Items 3 (It was later determined that Business Item 3 would have to be discussed)*. Unanimously Approved

1. Approved the following Minutes:

September 5, 2017 – Regular Meeting
September 5, 2017 – Closed Session

2. Bid was award to Southern Vac in the amount of \$225,000 to purchase a Ravo 5I Series Street Sweeper through the North Carolina Sheriffs Association (NCSA contract 18-02-0428) Heavy Equipment Procurement Program.
3. Approval was granted to amend the Fee Schedule due to the recent increase of the Johnston County Wholesale Water Rates.

4. Approval was granted to enter into an Agreement with the Town of Selma for Sludge Processing.
5. Various Budget Amendments were approved.

1. Revenue				
10-3990-000 Fund Balance Appropriation		<u>\$ 25,000</u>	<u>\$ 210,583</u>	<u>\$ 235,583</u>
Expenditure				
10-4100-7400 General Gov. - Capital Outlay/Community Survey	\$ 20,000		\$ 6,257	\$ 26,257
10-4110-5710 Non-Departmental - Economic Development	-		50,000	50,000
10-4120-9545 Debt Service - Fire Truck	49,500		47,900	97,400
10-4900-3700 Planning - Condemnation	25,000		25,000	50,000
10-5100-7400 Police - Capital Outlay (District 1 Community Sub-S	221,067		20,000	241,067
10-5300-3310 Fire - Non Capital Outlay Fire Station II Furnishings	-		9,426	9,426
10-5500-7400 General Services - Capital Outlay (MOSCA Design)	31,000		15,000	46,000
10-6200-3900 Recreation - Swimming Pool Demolition	-		10,000	10,000
10-6200-7400 Recreation - Capital Outlay (Family Life Center)	97,500		27,000	124,500
		<u>\$ 444,067</u>	<u>\$ 210,583</u>	<u>\$ 654,650</u>
To bring forward encumbrances from the 2016-2017 General Fund Budget to FY17-18				
2. Revenue				
10-3900-1701 Grants		<u>\$ -</u>	<u>\$ 40,000</u>	<u>\$ 40,000</u>
Expenditure				
10-6200-7400 Parks and Rec Capital Expenditure		<u>\$ 97,500</u>	<u>\$ 40,000</u>	<u>\$ 137,500</u>
To fund grants from the NC Department of Commerce Rural Development and the NC Department of Natural and Cultural Resources (\$20,000 each) for repairs to the Neuse River Bank impeding on the Neuse River Trail				
3. Revenue				
30-3970-0700 Fund Balance Appropriation		<u>\$ -</u>	<u>\$ 99,017</u>	<u>\$ 99,017</u>
Expenditures				
30-7220-7400 Water/Sewer - Capital Outlay (Nexgrid)	\$ 225,833		\$ 92,760	\$ 318,593
30-7200-7400 Water Plant - Capital Outlay (Community Survey)	120,000		6,257	126,257
		<u>\$ 345,833</u>	<u>\$ 99,017</u>	<u>\$ 444,850</u>
To bring forward encumbrances from the 2016-2017 Water/Sewer Fund Budget to FY17-18				
4. Revenue				
31-3970-0700 Fund Balance Appropriation		<u>\$ -</u>	<u>\$ 111,566</u>	<u>\$ 111,566</u>
Expenditures				
31-7230-3300 Electric - Supplies (Wesco & Hunt Electric)	\$ 190,000		\$ 6,264	\$ 196,264
31-7230-7400 Electric - Capital Outlay (Nexgrid/ Survey)	45,833		57,839	103,672
31-7230-3504 Electric - ESA/BAYWA Solar	-		47,463	47,463
		<u>\$ 235,833</u>	<u>\$ 111,566</u>	<u>\$ 347,399</u>
To bring forward encumbrances from the 2016-2017 Electric Fund Budget to FY17-18				

6. The following Advisory Board Appointments were approved:

- Catherine Webster was reappointed to the Library Board of Trustees for a second term.
- Brenda Waddell was appointed to the Parks and Recreation Advisory Commission for a first term.

7. New Hire Report

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>	<u>Rate of Pay</u>
Electric Line Technician	PU – Electric	31-7230-0200	\$16.74/hr. (\$34,819.20/yr.)
Firefighter I	Fire	10-5300-0200	\$15.18/hr. (\$33,153.12/yr.)
Firefighter I	Fire	10-5300-0200	\$15.18/hr. (\$33,153.12/yr.)
Firefighter I	Fire	10-5300-0200	\$15.18/hr. (\$33,153.12/yr.)
P/T Athletic Staff	P & R – Recreation	10-6200-0210	\$9.00/hr.
P/T Athletic Staff	P & R – Recreation	10-6200-0210	\$9.00/hr.
P/T Lifeguard	P & R – Aquatics	10-60-6220-5100-0220	\$7.50/hr.
P/T Receptionist	P & R – Aquatics	10-6220-0210	\$9.00/hr.
Police Officer I	Police	10-5100-0200	\$16.35/hr. (\$36,567.54/yr.)
Water Plant Operator Trainee	PU – Water Plant	30-7200-0200	\$13.10/hr. (\$27,248.00/yr.)

Current vacancies:

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>
Admin. Support Specialist	Police	10-5100-0200
Planning Director	Planning	10-4900-0200
Police Officer	Police	10-5100-0200
P/T Lifeguard	P & R – Aquatics	10-6220-0220
Sanitation Equip. Operator	PW – Sanitation	10-5800-0200
Sanitation Worker	PW – Sanitation	10-5800-0200
Utility Line Mechanic	PU – Water/Sewer	30-7220-0200

8. Approval was granted to enter into an agreement with Aetna in the amount of \$2,988 to be the provider of an Employee Assistance Program for Town full-time and permanent part-time employees.

BUSINESS ITEMS:

- 1. Site Plan Approval – Tires and Wheels Service Shop (SP-17-09): The applicant is requesting preliminary site plan review and approval of a retail sales and service center with no outdoor storage on property located within a B-3 (Business) zoning district.**

Interim Planning Director Steve Medlin addressed the Council on approval of a site plan for Tire and Wheels Service Shop. Mr. Medlin explained this was an administrative approval and if met all requirements it must be approved. Case SP 17-09 was a request for site plan approval for a 2,830 square foot auto repair facility located on a 1.6 acre tract located at the southwest corner of Wal-Pat Road and South Brightleaf Boulevard in the B-3 zoning district. A CUP was approved for this site (CUP 16-12) in December 2016. The staff reviewed the subject plan and determined the application was in full compliance with all applicable ordinance and development standards and therefore as an administrative approval is recommending approval.

The Planning Board at their September meeting reviewed the site plan and recommended approval by a unanimous vote.

Councilman Harris made a motion, seconded by Mayor Pro-Tem Ashley to approve Site Plan SP-17-09. Unanimously approved.

- 2. Discussion regarding surplus Fire Engine 3**

Fire Chief John Blanton requested the Fire Department be allowed to keep Fire Engine 3 in service to use as a spare, due to other trucks going out of service for maintenance and mechanical breakdowns. Keeping this truck would also assist with the ISO inspection.

Councilman Harris questioned if at some point Fire Engine 3 experienced more long term expensive maintenance costs, could it be surplus at a later date. Chief Blanton responded that with any

apparatus there is always maintenance cost. This truck has not cost the Department a lot because it is very simple and does not have many of the computerized parts.

Councilman Rabil made a motion, seconded by Councilman Scott, to allow the Fire Department to retain Fire Engine 3 instead of surplus it. Unanimously approved.

Councilmembers Comments

- Councilman Lee stated that based on the email sent on the naming of the Family Life Center, it was his opinion that the building should be named after Sarah Yard. Councilman Lee explained the building would not exist without her efforts. He felt she and her family deserved this recognition.

It was the consensus of the Council to use Sarah Yard's name in the renaming of the Family Life Center. Councilman Lee and the Town Manager will bring back to the Council suggestions for the name of the building to be formally voted on at the November 14th meeting,

Town Manager's Report:

Town Manager Michael Scott gave a brief update to the Council on the following items:

- CALEA Assessment: The Police Department will be completing its first - reaccreditation evaluation through the Commission on Accreditation for Law Enforcement Agencies, CALEA, on October 23rd through October 26th. A public hearing will be held on Wednesday, October 25th beginning at 4:00 in the Council Chambers. Anyone interested in commenting should appear in front of the Commission at that time.
- Coffee with a Cop: The police department will be hosting Coffee with a Cop tomorrow, October 04, 2017 at Starbucks from 9:00 am to 11:00 am.
- November meeting: The November meeting will be held Tuesday, November 14, 2017 at 7:00, due to the local election taking place on the regularly scheduled date of November 7th
- Halloween: Trick or Treat is scheduled in Smithfield for Tuesday, October 31, 2017 from 5:00 pm to 8:00 pm. The police department will be handing out glow necklaces at various locations around town.
- Fire Station 2: The certificate of occupancy was issued on Monday, 10/2/17. Three additional, approved fire fighters also started on Monday. The fire department intends to be staffing the building and operating out of it by the end of the week.

- **Department Reports**

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

Adjourn

Councilman Scott made a motion, seconded by Councilman Harris, to adjourn the meeting. The meeting adjourned at approximately 11:41 pm.

M. Andy Moore, Mayor

ATTEST:

Shannan L. Parrish, Town Clerk



Request for City Council Action

**Consent
Agenda
Item:** Application
for
Temporary
Use Permit
Date: 11/14/2017

Subject: Temporary Use Permit

Department: First Baptist Church Fall Festival

Presented by: Planning Department

Presentation: Consent Agenda Item

Issue Statement

The Council is asked to authorize First Baptist Church to hold their Fall Festival. It would be held at 125 S. Fourth Street on October 22, 2017 from 3:30 pm-6:30pm.

Financial Impact

Action Needed

To approve the Temporary Use Permit Application

Recommendation

Approved: City Manager City Attorney

Attachments:

1. Staff Report
2. Temporary Use Permit Application – First Baptist Church



Staff Report

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

First Baptist Church would like to hold their Fall Festival at 125 S. Fourth Street on October 22, 2017 from 3:30 pm to 6:30 pm. This event will not have amplified sound and will not require Smithfield Police to be present. They would like Johnston Street closed off during the Fall Festival.

This item was approved prior to the November Council meeting, but consensus of the Town Council.



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.

- 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)
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

FIRST BAPTIST CHURCH FALL FESTIVAL
125 S. 4TH STREET
Name of Event Location of Event (exact street address)

Applicant name BRYAN HARRIS E-mail address bryan@fbc-smithfield.org

Address 202 S. 4TH STREET SMITHFIELD, NC Zip 27577

Day phone (919) 934-9771 Mobile phone (919) 404-4793

Event set-up/start time/date 3:30P/10-22-17 Event clean-up/end date/time 6:30P/10-22-17

Sound amplification hours NA Will food or goods be sold? NO

Security provided by Smithfield Police or private security (describe duties): NA

Private agency name & phone, if applicable: NA

Will any Town property be used (i.e., streets, parks, greenways)? JOHNSTON STREET (BETWEEN 4th & 3rd)

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.

BRYAN HARRIS Applicant's name (print) [Signature] Signature 10/14/2017 Date

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

Method of payment: Cash Check Credit card Amount \$

Reviewing Planner: Date:

(Note: See attached letter)



Request for City Council Action

**Consent
Agenda
Item:** Application
for
Temporary
Use Permit
Date: 11/14/2017

Subject: Temporary Use Permit

Department: Higher Calling Christian Centers Ministries

Presented by: Planning Department

Presentation: Consent Agenda Item

Issue Statement

The Council is asked to authorize Higher Calling Christian Center Ministries at 115 North Seventh Street is requesting an event permit to occur on October 28th, Saturday from 10:00 am to 4:00 pm on their property and in the street

Financial Impact

None to the Town

Action Needed

To approve the Temporary Use Permit Application

Recommendation

Staff recommends approval of the Temporary Use Permit

Approved: City Manager City Attorney

Attachments:

1. Staff Report
2. Temporary Use Permit Application – Higher Calling Christian Center Ministries



Staff Report

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

The Higher Calling Christian Center Ministries at 115 North Seventh Street is requesting an event permit to occur on October 28th, Saturday from 10:00 am to 4:00 pm on their property and in the street. There will be amplified sound during this time. The church is requesting that the corner of Sixth and Bridge be closed for the event. It is possible that both Sixth and Bridge will need to be closed in that block, allowing only local traffic to come and go. The church is also requesting the \$100 fee be waived.

This item was approved prior to the November Council meeting, but consensus of the Town Council.



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 checked="" type="checkbox"/> Special event, over 100 people in attendance	<input checked="" 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 type="checkbox"/> Other (please describe) _____	<input type="checkbox"/> Live Band / Concert _____

<u>Reformation Higher Calling</u> Name of Event	<u>115 North Seventh St. Smithfield, 27577</u> Location of Event (exact street address)
--	--

Applicant name Nelson Covington / Tiffany Blewins E-mail address highercalling1000@yahoo.com
 Address 113 North Seventh St. Smithfield, NC Zip 27577
 Day phone 919 521-3061 Mobile phone (919) 914-1660 (Tiffany Blewins)
 Event set-up/start time/date Oct. 28 10:00 Event clean-up/end date/time Oct. 28 4:00 pm
 Sound amplification hours JAME Will food or goods be sold? —

Security provided by Smithfield Police or private security (describe duties): yes smithfield police will be speaking at event
 Private agency name & phone, if applicable: _____

Will any Town property be used (i.e., streets, parks, greenways)? yes sixth street, bridge 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.

Tiffany Blewins Applicant's name (print) [Signature] Signature 6 Oct 17 Date

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

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

Reviewing Planner: _____ Date: _____
 (Note: See attached letter)



Request for City Council Action

**Consent
Agenda
Item:** Application
for
Temporary
Use Permit
Date: 11/14/2017

Subject: Temporary Use Permit
Department: Johnston Health
Presented by: Planning Department
Presentation: Consent Agenda Item

Issue Statement

The Council is asked to authorize Johnston Health to hold their annual Gobble Waddle 5K and 10K Run/Walk. It will be held November 18, 2017 at 9:00 am on 218 S. Second Street.

Financial Impact

Action Needed

To approve the Temporary Use Permit Application

Recommendation

Approved: City Manager City Attorney

Attachments:

1. Staff Report
2. Temporary Use Permit Application



Staff Report

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

Johnston Health would like to hold their annual Gobble Waddle 5K and 10K Run/Walk on November 18, 2017. They have requested that Church Street and Second Street be closed where they intersect. Set up for this event would begin at 6 am, the race is scheduled to begin at 9 am and cleanup will begin at 11 am. This event will have amplified sound and more than 100 people in attendance. Johnston Health would like for this event to be approved as an annual event.



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.

- 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)
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

Gobble Waddle 5K | 10K Run Walk 218 S. Second St. Smithfield
Name of Event Location of Event (exact street address) NC 27577

Applicant name Johnston Health E-mail address

Address 514 N. Brightleaf Blvd. Suite 1701 Zip 27577

Day phone Mobile phone (919) 631-3512

Event set-up start time/date 6am/10am/Nov. 18th Event clean-up end date/time 11am

Sound amplification hours 9am-11am Will food or goods be sold? NO

Security provided by Smithfield Police or private security (describe duties): Smithfield Police

Private agency name & phone, if applicable:

Will any Town property be used (i.e., streets, parks, greenways)? Second 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.

Applicant's name (print) Signature Date

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

Method of payment: Cash Check Credit card Amount \$

Reviewing Planner: Date:
(Note: See attached letter)



Request for City Council Action

**Consent
Agenda
Item:**
Date: 11/14/2017

**Donation
Request**

Subject: Donation Request
Department: Non-Government
Presented by: Michael Scott
Presentation: Consent

Issue Statement – South Smithfield Elementary School is requesting the Town of Smithfield donate money toward the purchase of playground equipment to be used by the students.

Financial Impact – During the FY 2017-18 budget process, \$5,000 was budgeted for donations to Smithfield schools. To date, \$510 has been awarded from this amount. Should the Town of Smithfield donate \$500, to both South and West Smithfield Elementary Schools, the remaining balance would be \$3,490.

Action Needed – Approve the \$500 donation to South Smithfield Elementary

Recommendation – Approve the \$500 donation to South Smithfield Elementary School for playground equipment.

Approved: City Manager City Attorney

1. Staff Report
2. Letter Request Letter



Staff Report

**Business
Agenda
Item:** **Donation
Request**

See attached request from South Smithfield Elementary School. The Principle of South Smithfield Elementary School is requesting a donation to be used to purchase playground items for the children to use during recess time. Currently their playground equipment is out of date and in need of replacement and/or repair.

\$5,000 was originally approved for Smithfield school donations. Currently the account has a balance of \$4,490.

Staff is recommending the \$500 donation be approved for South Smithfield Elementary.

SSE

South Smithfield Elementary
201 West Sanders Street
Smithfield, NC 27577

Phone: 919-934-8979
Fax: 919-934-1739
Laura Makey, Principal
Carson Cataliotti, Asst. Prin

October 25, 2017

Dear Honorable Andy Moore, Mayor of Smithfield and Mr. Micheal Scott, Smithfield Town Manager

I am writing on behalf of our school and our Parent Teacher Association. We are asking for the support of the Smithfield Town Council as we try to raise monies for a new playground. The current playground, utilized by our K-5th grade students (approx. 550 students), was built in 1999 and is in terrible shape. Parts of it are truly unsafe for use. We have been in touch with Johnston County Public Schools and are working with vendors to fix the broken playground. We are also considering simply purchasing a new set to replace the old one. A new set will cost anywhere between \$15,000-\$20,000. The SSE PTA has been raising money through various fundraisers and have raised approximately \$6,000! We are hoping to raise money with our upcoming Fall Festival scheduled for November 4, from 11:00-1:00 (please come join us for food and fun) and other fundraisers throughout the year!

Any support that the Smithfield Town Council could provide to South Smithfield Elementary would assist us with our goal of a new playground set and it would be greatly and deeply appreciated.

Thank you for ALL you do for Smithfield and our wonderful community!

Respectfully,

Laura Makey, Principal



Request for City Council Action

**Consent
Agenda
Item:**
Date: 11/14/2017

**Donation
Request**

Subject: Donation Request
Department: Non-Government
Presented by: Michael Scott
Presentation: Consent

Issue Statement – West Smithfield Elementary School is requesting the Town of Smithfield donate \$500.00 toward the purchase of playground equipment to be used by the students.

Financial Impact – During the FY 2017-18 budget process, \$5,000 was budgeted for donations to Smithfield schools. To date, \$510 has been awarded from this amount. If approved, an additional \$500 will be appropriated from this account leaving a balance of \$3,990.

Action Needed – Approve the \$500 donation to West Smithfield Elementary

Recommendation – Approve the \$500 donation to West Smithfield Elementary School for playground equipment.

Approved: City Manager City Attorney

Attachments:

1. Staff Report



Staff Report

**Consent
Agenda
Item: Donation
Request**

The Principle of West Smithfield Elementary School is requesting a \$500 donation to be used to purchase small playground items for the children to use during recess time. Examples of these items might be soccer nets and soccer balls, hula-hoops, jump ropes and other items to be used to keep the children active during their play time.

\$5,000 was originally approved for Smithfield school donations. Currently the account has a balance of \$4,490.

Staff is recommending the \$500 donation be approved for West Smithfield Elementary.



Request for City Council Action

**Consent
Agenda
Item:**
Date: 11/14/2017

**Donation
Request**

Subject: Donation Request
Department: Non-Government
Presented by: Michael Scott
Presentation: Consent

Issue Statement – The Smithfield Selma High School (SSS) Robotics Club is requesting the Town of Smithfield donate \$5000.00. These funds will go directly toward the registration fee for the *FIRST* Robotics Competition team, help support the *FIRST* Lego League teams, and provide educational resources for the SSS Robotics Club.

Financial Impact – During the FY 2017-18 budget process, \$5,000 was budgeted for donations to Smithfield schools. To date, \$510 has been awarded from this amount. If approved, an additional \$500 has been requested by West Smithfield Elementary School and \$500 has been requested from South Smithfield Elementary. This leaves a balance of \$3,490. A \$5,000 donation would place the account over budget.

Action Needed – Approve a \$2,000 donation to SSS Robotics Club, which is consistent with the amount approved for donation in FY 2016-17.

Recommendation – Approve a \$2,000 donation to SSS Robotics club leaving a balance of \$1,690 for Smithfield School donations for the remainder of the 2017-18 Fiscal Year.

Approved: City Manager City Attorney

Attachments:

1. Staff Report
2. Donation Request Letter



Staff Report

**Consent
Agenda
Item: Donation
Request**

See attached request from Smithfield Selma Highschool (SSS) Robotics Club. During the budget process for the current fiscal year, \$5,000 was approved for donations to be given to Smithfield Schools, at the discussion of the Town Council. To date, \$510 has been approved for this purpose. An additional \$500 has been requested by West Smithfield Elementary School and \$500 from South Smithfield Elementary. The SSS Robotics Club has requested a donation of \$5,000 for the registration fee for the *FIRST* Robotics Competition team, help support the *FIRST* Lego League teams, and provide educational resources for the SSS Robotics Club.

A \$5,000 donation is in excess of the balance remaining for approved school donations. Staff is recommending a donation be made to SSS Robotics Club in the amount of \$2,000. This donation would be consistent with the amount donated to the SSS Robotics Club in FY 2016-17.

Leigh Dement
President
Smithfield Selma Robotics Club, SSSR
[700 E. Booker Dairy Rd.](#)
[Smithfield, NC 27577](#)

September 28, 2017
Town of Smithfield
Town Manager Michael Scott
[350 East Market Street](#)
Smithfield, NC 27577

Mr. Michael Scott:

Hello! I am the President of Smithfield-Selma High School's Robotics Club. The Smithfield-Selma High School Robotics Club aims to educate and encourage students to join Science, Technology, Engineering, and Mathematics (STEM) based careers while promoting the qualities of leadership, cooperation, responsibility, respect, integrity and organization. By introducing robotics into our school, we have provided students with the opportunity to expand their knowledge and pursue their interests.

In addition to providing opportunities to the students of Smithfield-Selma High School, the Robotics Club also mentors two First Lego League teams based at Smithfield Middle School and Selma Middle School. First Lego League values cooperation and critical thinking along with robotics, and provides our students with the opportunity to demonstrate and apply their own abilities while developing other robotics teams.

Our Robotics Club is also affiliated with the First Robotics Competition Team #6004 that is also located at Smithfield-Selma High School. Students are challenged with designing and creating a competition robot through problem-solving and teamwork. Our competition team has qualified to compete at the State Level every year and is aiming to compete at the World Level.

Overall, the Robotics program at Smithfield-Selma High School provides opportunities for students to gain hands on learning experiences and apply that knowledge through competition and mentoring.

We are reaching out to the Town of Smithfield for financial support to continue our outreach to students in our community. As our sponsor, the Town of Smithfield's logo would be displayed on our team banner, t-shirts, and competition robot. Your investment in our team and its future will touch many lives for years to come. Thank you for your consideration.

Sincerely,

Leigh Dement
President
Smithfield Selma Robotics Club, SSSR

cc: Sharon Dufour, SSSR Advisor

Troy Brindle, Johnston County Robotics Boosters, President



Request for City Council Action

**Consent
Agenda
Item:** Sidewalks
Along
Kellie
Drive
Date: 11/14/2017

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

Issue Statement :

NCDOT is currently underway completing the Kellie Drive extension along the Kellie Drive Right of Way and Buffalo Road, which stretches from the Neuse Charter School access off Kellie Drive to Buffalo Road. Should the Town elect to add sidewalks to the project, the time to do so is while the road is being constructed. During this time, NCDOT will pay for 70% of the sidewalk project, leaving the Town of Smithfield to pay for 30%.

Financial Impact:

NCDOT estimates the Town's responsibility of 30% of the total costs would equate to \$47,866.

Action Needed:

Approve a resolution to pay \$30% of the cost of placing sidewalks along both sides of Kellie Drive between Buffalo Road and the Neuse Charter School Access at an estimated cost estimate of \$47,866.

Recommendation:

Approve the resolution for 30% of sidewalk costs.

Approved: City Manager City Attorney

Attachments:

1. Staff Report
2. Support Documentation
3. Sidewalk Schematic
4. Resolution # 613 (18-2017)



Staff Report

**Consent
Agenda
Item:** **Sidewalks
Along
Kellie
Drive**

The Town of Smithfield is asked to adopt a resolution approving the placement of sidewalks on both sides of Kellie Drive between Buffalo Road, along the Kellie Drive Right-of-Way. A sidewalk already exists on the east side of Kellie Drive between Booker Dairy Rad and the Neuse Charter access. (See attached schematic) On the west side of Kellie Drive at Booker Dairy Road, a business already exists that was not originally required to add sidewalk. New developments adjacent to this building will be required to add sidewalks to their development projects while being constructed.

Attached is a breakdown of costs for the sidewalks to be placed along the right-of-ways on both sides of Kellie Drive from Buffalo Road down to approximately the back entrance of the Neuse Charter School. An alternative does exist to construct a multi-use path on the west side of Kellie Drive along the same right-of-way. This would add an additional \$13,147 to Smithfield's cost of the project. **Adding a multiuse path to the east side of Kellie Drive is not feasible due to additional grading and ditch work that would need to be required.** Staff is recommending sidewalks be placed at this location, as opposed to a multiuse path due to the perceived use of the project.

Because of the timeliness of this project, the sidewalk cost is an unbudgeted expense to the General Fund. The Town does make budget allowances for such, unplanned expenditures, by creating a contingency fund. \$217,756 was budgeted as contingency funds, of which no dollars have been allocated from this fund in FY 2017-18. Should the project stretch into FY 2018-19, the money will be appropriately budgeted for this expense during the budget process.

**NC-DOT
Contract Standards and Development Unit
Preliminary Estimate Section**

September 19, 2017

**Memo To: Matt Clarke
Project Manager / Contract Officer**

From: Preliminary Estimate Engineer

**Subject: Preliminary Construction Cost Estimate for Sidewalk on
TIP Project U-5999**

Town of Smithfield

Description	Quantity	Units	Price	Amount
5' Sidewalk	3,750	SY	\$38.00	\$142,500
Mobilization (5.0%)	1	LS		\$7,125
Contract Cost				\$149,625
E. & C. Cost (15%)				\$9,929
Construction Cost				\$159,554
NC-DOT Participation		70%		-\$111,687.80
Town of Smithfield		30%		\$47,866

Note: Estimate is for Preliminary Use Only. Quantities and Unit Prices are subject to change. Replacement Sidewalk (_____ SY) is not included, only the New Sidewalk shown in current plans is included in the above cost.

CC:

**NC-DOT
Contract Standards and Development Unit
Preliminary Estimate Section**

September 19, 2017

**Memo To: Matt Clarke
Project Manager / Contract Officer**

From: Preliminary Estimate Engineer

**Subject: Preliminary Construction Cost Estimate for Sidewalk &
Multi-Use Path for TIP Project U-5999**

Town of Smithfield

Description	Quantity	Units	Price	Amount
5' Sidewalk	1,850	SY	\$38.00	\$70,283
10' Multi-Use Path	3,637	SY	\$33.00	\$120,014
Mobilization (5.0%)	1	LS		\$3,152
Contract Cost				\$193,449
E. & C. Cost (15%)				\$9,929
Construction Cost				\$203,378
NC-DOT Participation		70%		-\$142,364.44
Town of Smithfield		30%		\$61,013

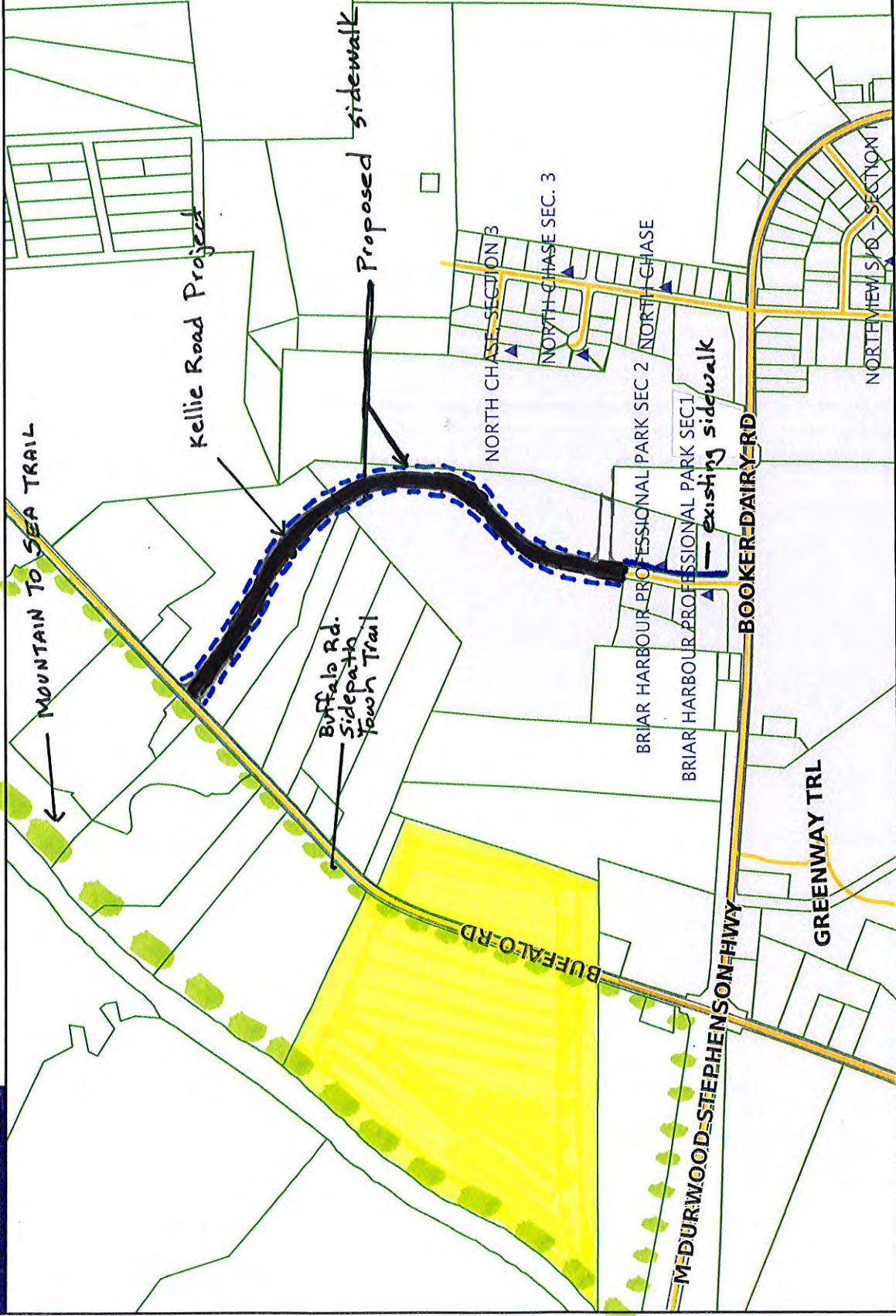
Note: Estimate is for Preliminary Use Only. Quantities and Unit Prices are subject to change. Replacement Sidewalk (_____ SY) is not included, only the New Sidewalk shown in current plans is included in the above cost.

CC:



*** DISCLAIMER ***

Johnston County assumes no legal responsibility for the information represented here.



Scale: 1:9597 - 1 in. = 799.78 feet

(The scale is only accurate when printed landscape on a 8 1/2 x 11 size sheet with no page scaling.)



Johnston County GIS
September 28, 2017

**TOWN OF SMITHFIELD
RESOLUTION # 613 (18-2017)
ENTERING INTO AN AGREEMENT WITH THE
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
FOR SIDEWALKS TO BE INSTALLED ALONG KELLIE DRIVE**

WHEREAS, as a part of the Kellie Drive Road Project, North Carolina Department of Transportation (NCDOT) as agreed to install sidewalks along both sides of Kellie Drive between Buffalo Road, along the Kellie Drive Right-of-Way; and

WHEREAS, the estimated total cost to construct the sidewalks at an estimated cost of \$159,554 of which, 70% will be funded by the NCDOT at a cost of \$111,687.80 and 30% will be funded by the Town of Smithfield at a cost of \$47,866; 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 Kellie Drive at an estimated cost of \$159,554; 70% will be funded by NCDOT at a cost of \$111,687.80 and 30% will be funded by the Town of Smithfield at a cost of \$47,866.

Adopted this the 14th day of November, 2018

M. Andy Moore, Mayor

ATTEST:

Shannan L. Parrish, Town Clerk

(Seal)



Request for City Council Action

Consent **Installation**
Agenda **of Altitude**
Item: **Valves**
Date: 11/14/17

Subject: Installation of Altitude Valves for Town Water System

Department: Public Utilities

Presented by: Ted Credle

Presentation: Consent

Issue Statement

The installation of the purchased altitude valves is part of the approved project and was quoted by vendors.

Financial Impact

\$38,500. The purchase and installation of the valves was budgeted at \$60,000. In September, we spent \$33,334 to purchase the valves. Although this installation cost will exceed the approved budget line item of \$60,000, the other approved capital project item (also \$60,000 for Riverbank Refurbishment and Repair) is estimated to be under budget by a large enough margin to accommodate this expense.

Action Needed

Approve award of the low bidder to install the altitude valves at a cost of \$38,500.

Recommendation

Staff recommends the approval of the low bidder to install the altitude valves for the proposed price of \$38,500.00

Approved: City Manager City Attorney

Attachments:

Price quote/documentation from Corbett Contracting, Inc
Price quote/documentation from RD Braswell Construction Company
Price quote/documentation from KBS Construction Co.
Price quote/documentation from Mizelle Construction Services Inc.



Staff Report

Consent **Install**
Agenda **Altitude**
Item: **Valves**

As part of the approved budget for the present fiscal year (2017-2018), the Town Council approved funding to purchase two (2) new altitude valves for the elevated water tanks at Market Street and Shelter Way. This purchase was previously approved. The remaining step is to install the valves, which requires additional digging and pipe work.

Once installed, the valves will enable the Town to supply greater water volume and better pressure in West Smithfield. Further, the occasional spillage from both the Market Street tank and the Shelter Way tank will cease.

\$60,000 was approved for this expenditure. After bidding, the total cost of purchase and installation will be \$71,834. The Town Council also budgeted \$140,815 in Water and Sewer Contingency funds that remain at the budgeted amount.

CORBETT CONTRACTING, INC

Proposal

October 25, 2017

Town of Smithfield
Att: Dale Boyette

RE: Proposal—Bypass & Vaults for Control Valves

2 EA	12" BYPASS W/60"X60" SOLID BOX	19250.00	38500.00
		TOTAL	38500.00

*****CONTROL VALVES BY OTHERS**

*****WATER SHUTDOWNS BY TOS**

Smithfield Altitude Valves

R. D. BRASWELL CONSTRUCTION COMPANY

3241 U.S. 70 EAST SUITE 101
SMITHFIELD, N. C. 27577

TELEPHONE 919-965-3131
Fax 919-965-2643



Date 10-26-17

- **The price below is to install 2 altitude valves supplied by the town of Smithfield. All other material including vaults and bypass around with 3 valves per setup will be included in the price. This will include all labor, equipment, and material minus the attitude valves for both locations.**

TOTAL \$39,553.00

Thanks

Brandon Dennis

919-607-9252

1. All fees and permits by others
2. All surveying and staking by others
3. All seeding, mulching and erosion control by others
4. Prices firm for 30 days from proposal date
5. Only items with unit prices are included
6. Rock if encountered will be removed at \$185.00/ CY
7. All asphalt or concrete work to be performed by others

October 23, 2017



Mr. Dale Boyette
Town of Smithfield
Public Utilities Department
515 North 2nd Street
Smithfield, NC 27577

Re: Control Valve Vaults

Dear Mr. Boyette:

We offer the following price to install a 5 x 5 concrete valve vault with a 12" DIP Bypass at the following locations:

Jones Brothers Tank	1 EA @	\$22,500.00
Market Street Tank	1 EA @	\$22,500.00

This pricing includes all labor, equipment and material. If you have any questions, please do not hesitate to give me a call.

NOTE: OUR PRICING DOES NOT INCLUDE ANY OF THE FOLLOWING:

1. 12" Electronic Control Valve
2. Sump Pump & Piping
3. Electrical Work

Sincerely,

A handwritten signature in black ink that reads "Kenneth Smith / PM". The signature is written in a cursive, flowing style.

Kenneth Smith,
Managing Member

Mizelle Construction Services Inc.
1311 Elkhorn Rd.
Garner, NC 27529
(919) 279-7933 phone
(919) 803-4126 fax

Quote
October 27, 2017

To: Town of Smithfield – Ted Credle, PE

Project: Altitude Valves Installation – Smithfield, NC

<u>Item</u>	<u>Description</u>	<u>Estimated Price</u>
1	Market St. Tank Altitude Valve Vault	\$25,250.00
2	Jones Brothers Tank Altitude Valve Vault	\$25,250.00

Complete installation of precast concrete vaults containing altitude valves at existing elevated water tank sites.

This quote does **not** include the following:

1. Bonds
2. Permitting costs
3. Providing altitude valves
4. Electrical Work

Materials & Services Supplied

<u>QTY</u>	<u>Unit</u>	<u>Description</u>
1	LS	Provide and install 6'x6'x6' I.D. precast concrete vault with 42" x 42" pedestrian rated hatch
1	LS	Install 12" Altitude valves provided by Owner in new vaults
1	LS	Modify 12" DIP yard piping to run through new vault with 12" external bypass including gate valves
1	LS	Landscaping and site stabilization inside of fenced area and other areas disturbed by MCSI

Clarifications

1. Town will drain Market St. Tank before work begins at that site. Work should take 3-4 days.
2. A 12" x 12" wet tap will be made at the Jones Brothers Tank site to prevent having to drain that tank. If the existing valve does not hold or is inoperable, the tank will need to be drained and a new valve installed at additional cost.



Request for City Council Action

**Business
Agenda
Item:** Purchase of
AMI Meters
Date: 11/7/17

Subject: Purchase of AMI Meters from Nexgrid

Department: Public Utilities

Presented by: Ted Credle

Presentation: Consent

Issue Statement

The purchase of Advanced Metering Infrastructure (AMI) meters from Nexgrid has been approved by Town Council and quoted by the manufacturers.

Financial Impact

\$180,193 included in the FY 2018 approved budget for the Electric Utility.

The project budget was approved as \$500,000 (Electric)

Previous orders totaled \$85,439.77 (\$414,560.23 remaining)

This purchase will cost \$180,193

Action Needed

Approve purchase of Meters (1,240) to be installed in the Town for electric service

Recommendation

Staff recommends the approval of the purchase of the AMI meters

Approved: City Manager City Attorney

Attachments:

Price quote/documentation from Nexgrid

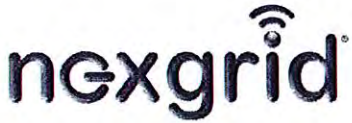


Staff Report

**Business Purchase
Agenda of AMI
Item: Meters**

As part of the approved budget for the present fiscal year (2017-2018), the Town Council approved funding to continue the acquisition and installation of AMI meters throughout the Town. This is the next order for the present fiscal year, covering the area south of Davis Drive to Wilson Street and west of Brightleaf Boulevard to the Neuse River.

This order of electric meters will number 1,240. These new meters will be installed as previously planned and will be the next step of branching this service through the Town.



QUOTE

915 Maple Grove Dr
Suite 200
Fredericksburg, VA 22407
Toll Free: 888-556-0911
Fax: 703-562-8385

Quote # QSM102717
SOW # 0
PO # 0
Marilú Zelaya

Smithfield, NC

Date: October 27, 2017

Item	Part Number	Description	QTY	Unit Price	Extended Price
Communication Infrastructure *					
1	ecoNet SL	ecoNet SL Communication Gateway W/Street Light Controller and Power Measurement	15	\$424.94	\$6,374.10
2	Wireless Radio **	Wireless Directional Radio	4	\$289.00	\$1,156.00
3	ecoSwitch SL	ecoSwitch Streetlight Repeater/Controller with Power Measurement	11	\$135.30	\$1,488.30
				Subtotal:	\$9,018.40
Electric AMI					
4	intelaMeter I210+ 2S 200	GE i210+ Form 2S 200 Meter & intelaMeter Communication Module	1000	\$109.51	\$109,510.00
5	intelaMeter i210+c 2S 200	GE i210+c Form 2S 200 Meter & intelaMeter Communication Module (T2 Included)	40	\$169.33	\$6,773.20
6	intelaMeter kV2c EPS 2S 200	GE kV2c EPS Form 2S 200 Meter & intelaMeter Communication Module	200	\$265.35	\$53,070.00
				Subtotal:	\$169,353.20
Optional Accessories					
7	ENSLMK	ecoNet SL Mounting Kit	14	\$37.05	\$518.70
8	HGAB 29	ecoNet SL High Gain Antenna Bracket	8	\$39.00	\$312.00
9	HGA	ecoNet SL High Gain Antenna	22	\$45.00	\$990.00
				Subtotal:	\$1,820.70
Final System Cost:					\$180,192.30

* Assumes all meters are with the territory highlights on Smithfield Expansion 4 map (attached)

** Additional backbone infrastructure equipment may be required to complete connection of meters included in this quote.

This quote does not include backbone equipment that maybe required.

Terms

Customer is responsible for all shipping and receiving charges from POO Fredericksburg VA. Executed PO must be received a minimum of 90 days prior to delivery date.

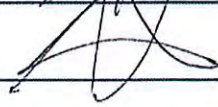
Finance terms: 50% due in advance, remaining balance due upon hardware delivery, net 30 with approved credit. Late payments will be assessed a late fee of one and one-half percent (1.5%) per month on outstanding balances. Service hours and customary expenses will be billed as incurred on a monthly basis.

All Nexgrid products include a 10 year limited warranty, all other hardware carries manufactures standard warranty.

The prices quoted above are applicable only to a firm, non-cancelable Purchase Order received within the Effective Period for the Products listed above.

All Engineering, Project Management and Design Services are included in the price. Customer shall be responsible for all standard and customary travel related expenses and per Diem.

Taxes, Import Fees, VAT and any other unknown government or transportation charge is the responsibility of the customer. Quotes are valid for 30 days.

Nexgrid
Signature 

Customer
Signature _____

Name _____

Name _____

Date 10/27/2017

Date _____

End of Quotation



Request for City Council Action

Consent
Agenda
Item:

Fire
Department
Firefighter II
Promotion

Date: 11/14/2017

Subject: Firefighter II Promotion

Department: Fire

Presented by: Chief John Blanton

Presentation: Consent Agenda

Issue Statement

The Fire Department currently has an eligible firefighter that has met all requirements to promote to the position of Firefighter II within the Fire Department Career Ladder.

Financial Impact

The department budgeted an increase for this promotion in the current Fiscal Year of 2017/2018.

Action Needed

Council to approve this promotion within the department's Career Ladder.

Recommendation

To approve the career ladder promotion.

Approved: City Manager City Attorney

Attachments:

1. Staff Report



Staff Report

**Consent
Agenda
Item:** **Fire
Department
Firefighter II
Promotion**

Smithfield Fire Department Career Ladder Policy

PURPOSE

- The purpose of this procedure is to identify the eligibility requirements for the positions of Firefighter I, Firefighter II, and Fire Engineer, Fire Captain, Fire Inspector I, and Fire Inspector II, Division Chief – Fire Marshal, Division Chief – Training, and Fire Chief.

Positions within the Smithfield Fire Department are established to provide for the advancement of qualified, efficient, effective, skilled, and dedicated personnel. These personnel must, through initiative, loyalty, and commitment, be able to actively contribute to the efficient and harmonious operations of the department. A thorough knowledge of **department operations, equipment and the department's jurisdiction must be achieved and maintained.**

POLICY

- It shall be the policy of The Town of Smithfield Fire Department to provide career advancement, subject to budget limitations, for the personnel who demonstrate an acceptable level of knowledge, skill, and ability.
- To be considered for promotion/selection to any of the positions below, a candidate must maintain annual upgrades for all certifications and requirements where applicable. The candidate must have a recommendation letter from their immediate supervisor and have received no disciplinary action within the last 12 month period.
- The Fire Chief may waive certain requirements to maintain a balance of job classifications.

ELIGIBILITY REQUIREMENTS

Firefighter I

- High School Diploma or GED
- Must have and maintain a valid NC **driver's** license
- NC Fire and Rescue Commission Firefighter Certification
- NC Fire and Rescue Commission Hazardous Materials Level 1 Responder Certification
- NC Emergency Medical Technician Certification
- Must successfully complete departmental testing
- National Incident Management IS-700
- National Incident Management IS-800
- NC Class B **Driver's License must be obtained within 6 months of hire date**

Firefighter II

- Must have served twenty-four (24) months as a Firefighter I with The Town of Smithfield Fire Department
- NC Fire and Rescue Commission Emergency Vehicle Driver Certification
- NC Fire and Rescue Commission Technical Rescuer Certification
- Completion of departmental Driving Programs for all apparatus
- Must be at least 21 years of age
- National Incident Management ICS-100
- National Incident Management ICS-200
- Must successfully complete departmental testing



Request for City Council Action

Consent
Agenda
Item:

Fire
Department
Engineer
Promotion

Date: 11/14/2017

Subject: Fire Engineer Promotion

Department: Fire

Presented by: Chief John Blanton

Presentation: Consent Agenda

Issue Statement

A Fire Engineer's position is available, after a vacant Captain position was filled earlier in the year leaving a Fire Engineer position vacant. We are seeking to fill this position of Engineer with one of our eligible Firefighter II personnel.

Financial Impact

The Firefighter II that is selected after the process will receive a 5% increase in pay due to the promotion. The increase was budgeted in our current FY 2017/2018 budget.

Action Needed

Council to approve this vacant Fire Engineer's position.

Recommendation

Allow the Fire Department to fill this open vacancy.

Approved: City Manager City Attorney

Attachments:

1. Staff Report



Staff Report

**Consent
Agenda
Item:** **Fire
Department
Engineer
Promotion**

Smithfield Fire Department Career Ladder Policy

PURPOSE

- The purpose of this procedure is to identify the eligibility requirements for the positions of Firefighter I, Firefighter II, and Fire Engineer, Fire Captain, Fire Inspector I, and Fire Inspector II, Division Chief – Fire Marshal, Division Chief – Training, and Fire Chief.

Positions within the Smithfield Fire Department are established to provide for the advancement of qualified, efficient, effective, skilled, and dedicated personnel. These personnel must, through initiative, loyalty, and commitment, be able to actively contribute to the efficient and harmonious operations of the department. A thorough knowledge of **department operations, equipment and the department's jurisdiction must be achieved and maintained.**

POLICY

- It shall be the policy of The Town of Smithfield Fire Department to provide career advancement, subject to budget limitations, for the personnel who demonstrate an acceptable level of knowledge, skill, and ability.
- To be considered for promotion/selection to any of the positions below, a candidate must maintain annual upgrades for all certifications and requirements where applicable. The candidate must have a recommendation letter from their immediate supervisor and have received no disciplinary action within the last 12 month period.
- The Fire Chief may waive certain requirements to maintain a balance of job classifications.



Request for City Council Action

**Consent
Agenda
Item** **DSDC Board
Appointment**
Date: 11/14/2017

Subject: Appointment of Alice Harris to the Downtown Smithfield Development Corporation's Board of Directors

Department: General Government

Presented by: Shannan Parrish

Presentation: Consent

Issue Statement

The DSDC is requesting that the Town Council appoint Alice Harris to serve on its Board of Directors

Financial Impact

There will be no impact to the budget.

Action Needed

Approve the appointment of Alice Harris to the DSDC Board of Directors

Recommendation

Staff recommends approval of this appointment

Approved: City Manager City Attorney (not required)

Attachments:

1. Staff Report
2. Letter from DSDC Executive Director Sarah Edwards



Staff Report

**Consent
Agenda
Item: DSDC Board
Appointment**

The Downtown Smithfield Development Corporation's Board of Directors would like to recommend that Ms. Alice Harris be appointed to the Downtown Smithfield Development Corporation board and serve the remaining term of the vacant seat, which expires in January 2018.

Pursuant to the Downtown Smithfield Development Corporation by-laws, any appointment to the Board must be approved by the Town Council.



October 20, 2017

Mrs. Shannan Parrish
Town Clerk
Town of Smithfield
PO Box 761
Smithfield, NC 27577

Re: DSDC Board Appointment

Dear Mrs. Parrish and the Smithfield Town Council,

As stated in Paragraph 8 of the Downtown Smithfield Development Corporation bylaws:

Vacancies on Board. When a vacancy shall occur on the Board of Directors, the remaining members of the Board shall nominate and elect a person to fill the vacancy and the nominee shall become a Director upon approval by resolution of the Smithfield Town Council.

The Board of Directors of the Downtown Smithfield Development Corporation would like to recommend that Ms. Alice Harris be appointed to the Downtown Smithfield Development Corporation board and serve the remaining term of the vacant seat, which expires in January 2018.

The Downtown Smithfield Development Corporation is formally requesting approval and asks that this be placed under the consent agenda for the Town Council's next meeting.

Thank you in advance for your consideration. Please feel free to contact me if you have any questions.

Sincerely,

Sarah Edwards
Executive Director

200 South Front Street • Smithfield, North Carolina 27577 • (919) 934-0887



Request for City Council Action

**Consent
Agenda
Item:**

**Donation
of Sick
Leave
Request**

Date: 11/14/2017

Subject: Request of Approval of Donation of Sick Leave

Department: Public Works

Presented by: Tim Kerigan, Human Resources Director

Presentation: Consent

Issue Statement

Staff is requesting approval to allow Town employees to donate, at their own choosing, their own sick hours to a fellow employee that has a medical hardship and has exhausted all of his own. The employee with the medical hardship has exhausted all accrued sick leave and vacation, as required by the employee handbook.

Financial Impact

N/A

Action Needed

Council approval to proceed with the employee's request.

Recommendation

Staff recommends approval to allow employees to donate sick hours to the requesting employee up to a maximum of 240 hours and to be implemented in accordance with Town Policy as outlined in the Employee Handbook. Allowing more than the transfer of 240 hours of sick leave will create a hardship within the affected department.

Approved: City Manager City Attorney

Attachments:

1. Staff Report



Staff Report

Business Agenda Item: Donation of Sick Leave Request

On November 2, 2017, a long-time employee in good standing made a request to Human Resources to be able to receive donated sick leave from fellow employees. The request has been discussed with the Department Head and staff is in agreement with forwarding the request to allow the donation of sick leave, up to 240 hours, to the Town Manager and Council for consideration.

Please see the policy (from the Employee Handbook) below:

Article VII; Section 79. Sick Leave: Donation of Time to Another Employee

An employee experiencing extreme and extenuating situation who has expired his or her vacation and sick leave may apply in writing to the Human Resources Officer to accept donated sick leave from other Town of Smithfield employees. The written request shall include a brief description of the circumstances prompting the request.

The Human Resources Officer shall review the request and make a written recommendation to the City Manager for presentation to the Town Council for approval or denial. Upon approval, the Human Resources Department is responsible for the accountability of the leave donations and use.

Donation Forms are date-stamped as they are received. The Human Resources Officer will advance the employee 80 hours at one period, as the hours are received. Employees will receive a copy of their donation forms if their donated hours are used.

*The recipient shall continue to accrue sick and vacation leave while in the shared leave status. The minimum amount of hours that can be donated shall not be less than four (4). The maximum amount of hours that can be donated shall not exceed one-half of **the donor's sick leave balance.***

Per each request approved by the Town Council, the total shared sick leave hours accepted shall not exceed 480.00. Requests for additional donated sick leave must be submitted in the same manner as the original request. Donated sick leave hours not used will be returned to the employees that donated such hours.



Request for City Council Action

Consent **Salary**
Agenda **Schedule**
Item **Change**
Date: 11/14/2017

Subject: Change in Salary Schedule
Department: General Government
Presented by: Michael Scott
Presentation: Consent

Issue Statement

The Town Manager is recommending a salary schedule change of the Planning Director position's maximum salary. This change will bring the salary of the planning director position consistent with other department heads with similar responsibilities.

Financial Impact

There will be no impact to the budget.

Action Needed

Approve the change in salary schedule

Recommendation

Staff recommends changing the salary schedule by changing the maximum salary for the Planning Director position from \$87,026 to \$91,376, to become consistent with other Smithfield Department Heads with similar responsibilities.

Approved: City Manager City Attorney (not required)

Attachments:

1. Staff Report



Staff Report

Consent **Salary**
Agenda **Schedule**
Item: **Change**

The Town Manager is recommending the following change to the existing salary schedule. This change will have no impact to the budget and will not afford any employee a salary increase during this fiscal year.

Currently the maximum salaries for department head position in Smithfield are as follows:

Police Chief	\$95,953
Fire Chief	\$95,953
Utilities Director	\$95,953
Finance Director	\$91,376
Parks and Rec Director	\$91,376
Public Works Director	\$91,376

For reasons unknown and undetermined, the Planning Director position currently has a maximum salary \$87,026. The Town Manager is requesting the maximum salary for the Planning Director position be increased to be consistent with the Finance Director, the Parks and Recreation Director and the Public Works Director at \$91,376. This change will have no impact on currently salaries earned by any employees of the Town. Currently the Planning Director is earning 11% less than the requested maximum salary.



Staff Report

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

Date of Meeting: November 14, 2017

Date Prepared: November 02, 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:

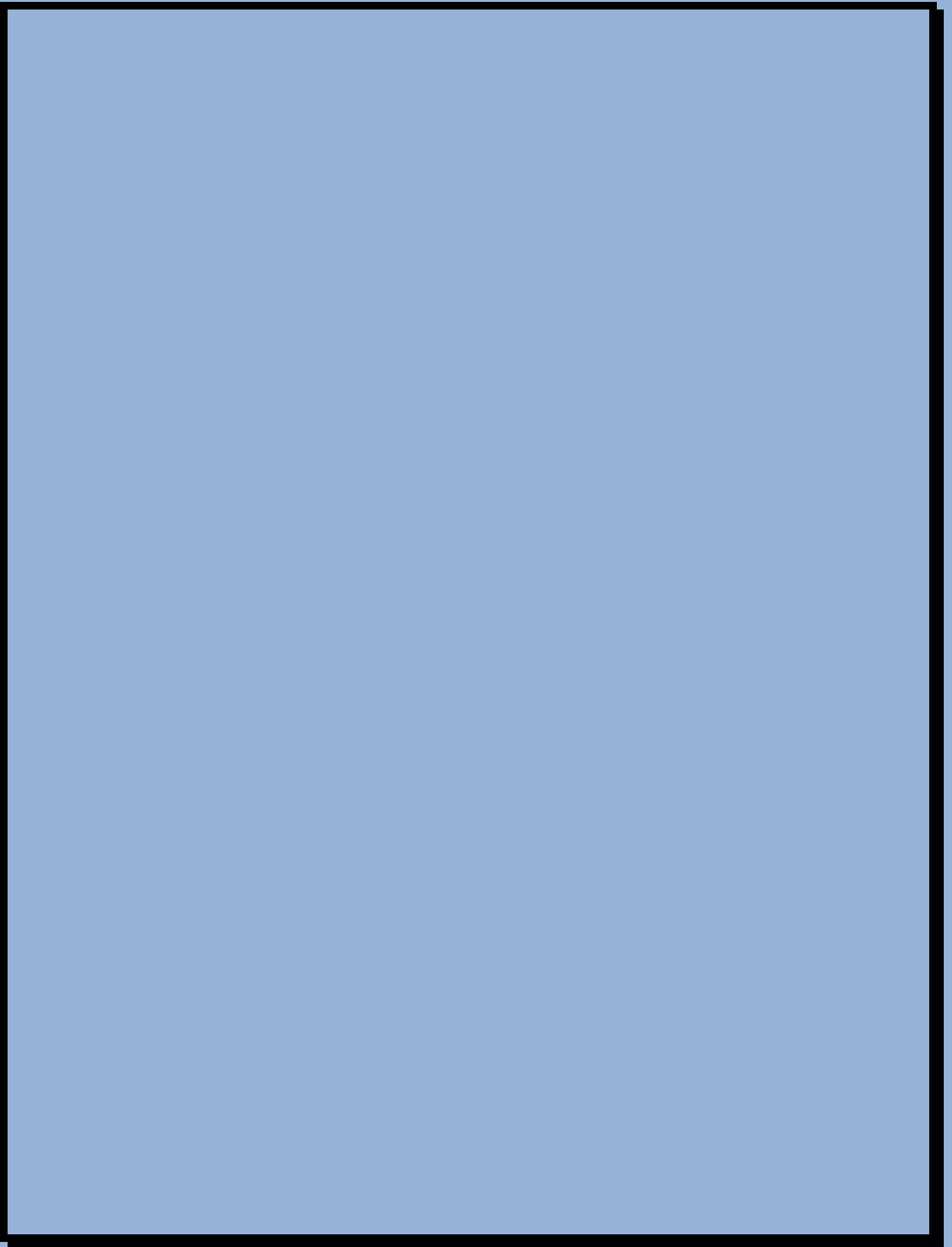
<u>Position</u>	<u>Department</u>	<u>Budget Line</u>
Admin. Support Specialist	Police	10-20-5100-5100-0200
Police Officer	Police	10-20-5100-5100-0200
P/T Lifeguard	P & R – Aquatics	10-60-6220-5100-0220
Sanitation Equipment Operator	PW – Sanitation	10-40-5800-5100-0200
Sanitation Worker	PW – Sanitation	10-40-5800-5100-0200

Action Requested

The Town Council is asked to acknowledge that the Town has successfully filled the following vacancies in accordance with the Adopted FY 17-18 Budget.

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>	<u>Rate of Pay</u>
Planning Director	Planning	10-10-4900-5100-0200	\$39.43/hr. (\$82,014.40/yr.)
Police Officer I	Police	10-20-5100-5100-0200	\$15.58/hr. (\$34,836.88/yr.)
Police Officer I	Police	10-20-5100-5100-0200	\$15.58/hr. (\$34,836.88/yr.)
P/T Police Officer I	Police	10-20-5100-5100-0200	\$16.85/hr.
P/T Fitness Instructor	P & R – Aquatics	10-60-6220-5100-0230	\$15.00/hr.
P/T Fitness Instructor	P & R – Aquatics	10-60-6220-5100-0230	\$15.00/hr.
P/T Game Official	P & R – Recreation	10-60-6200-5100-0210	\$15.00/hr.
P/T Lifeguard	P & R – Aquatics	10-60-6220-5100-0220	\$7.50/hr.
P/T Lifeguard	P & R – Aquatics	10-60-6220-5100-0220	\$7.50/hr.
P/T Pool Staff	P & R – Aquatics	10-60-6220-5100-0220	\$7.50/hr.
P/T Pool Staff	P & R – Aquatics	10-60-6220-5100-0220	\$7.50/hr.
P/T Receptionist	P & R – Aquatics	10-60-6220-5100-0210	\$9.00/hr.
P/T Receptionist	P & R – Aquatics	10-60-6220-5100-0210	\$9.00/hr.
P/T SRAC Staff	P & R – Aquatics	10-60-6220-5100-0210	\$9.00/hr.
P/T SRAC Staff	P & R – Aquatics	10-60-6220-5100-0210	\$9.00/hr.
Sanitation Equipment Operator	PW – Sanitation	10-40-5800-5100-0200	\$13.10/hr. (\$27,248.00/yr.)
Sanitation Equipment Operator	PW – Sanitation	10-40-5800-5100-0200	\$13.10/hr. (\$27,248.00/yr.)
Sanitation Worker	PW – Sanitation	10-40-5800-5100-0200	\$10.75/hr. (\$22,360.00/yr.)
Utility Line Mechanic	PU – Water Plant	30-71-7220-5100-0200	\$12.46/hr. (\$25,916.80/yr.)

Business Items





Request for City Council Action

**Business
Agenda
Item:** Application
for
Temporary
Use Permit
Date: 11/14/2017

Subject: Temporary Use Permit
Department: Downtown Smithfield Development Corporation
Presented by: Planning Department & Administration
Presentation: Business Agenda Item

Issue Statement

The Council is being asked to authorize The Downtown Smithfield Development Corporation to amend its original request for the Annual Christmas Tree Lighting Ceremony that was approved by the Town Council on April 4, 2017. The Christmas Tree Lighting times and date remain unchanged from the December 7th, 2017, 5:00 PM to 9:00 PM date and times.

Financial Impact

N/A

Action Needed

To approve the Temporary Use Permit Applications

Recommendation

Approve the Temporary Use Permit Applications

Approved: City Manager City Attorney

Attachments:

1. Temporary Use Permit Application
2. Street Closure Map
3. Ordinance # 493



Staff Report

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

The Downtown Smithfield Development Corporation (DSDC) is requesting approval to amend its original request for the Annual Christmas Tree Lighting Ceremony that was approved by the Town Council on April 4, 2017. In the original request, DSDC asked for street closures for the 100 block of N. Third Street. They are now seeking approval to close South Third Street from Johnston to Market and Market Street from Second Street to Fourth Street as well, citing safety reasons based on past events.

Since Market Street is maintained by NCDOT, an Ordinance must be adopted by the Town Council requesting Market Street be closed for this event. Because the closing of Market Street is only scheduled to divert traffic for two blocks, the cost of diverting traffic between Second Street and Fourth Street should be minimal and is able to be absorbed in the current police department budget. The time of set up and take down of the event is scheduled from 5:00 PM to 9:00 PM, on Thursday, December 7, 2017. It is likely the closing of Market Street will be shorter in time that what is requested.



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

- 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) _____

- 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 Christmas Tree Lighting
- Live Band / Concert _____

PERMIT FEE \$100

<u>Christmas Tree Lighting</u>	<u>Corner of Third and Market streets</u>
Name of Event	Location of Event (exact street address)

Applicant name Sarah Edwards E-mail address sarah@downtownsmithfield.com

Address 200 S. Front Street, Smithfield, North Carolina Zip 27577

Day phone (919) 934-0887 Mobile phone (919) 796-2899

Event set-up/start time/date 5:00pm Event clean-up/end date/time 9:30pm

Sound amplification hours 7:00pm-8:30pm Will food or goods be sold? No

Security provided by Smithfield Police or private security (describe duties): Smithfield Police

Private agency name & phone, if applicable: _____

Will any Town property be used (i.e., streets, parks, greenways)? Streets

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 10/25/2017
 Applicant's name (print) Signature Date

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

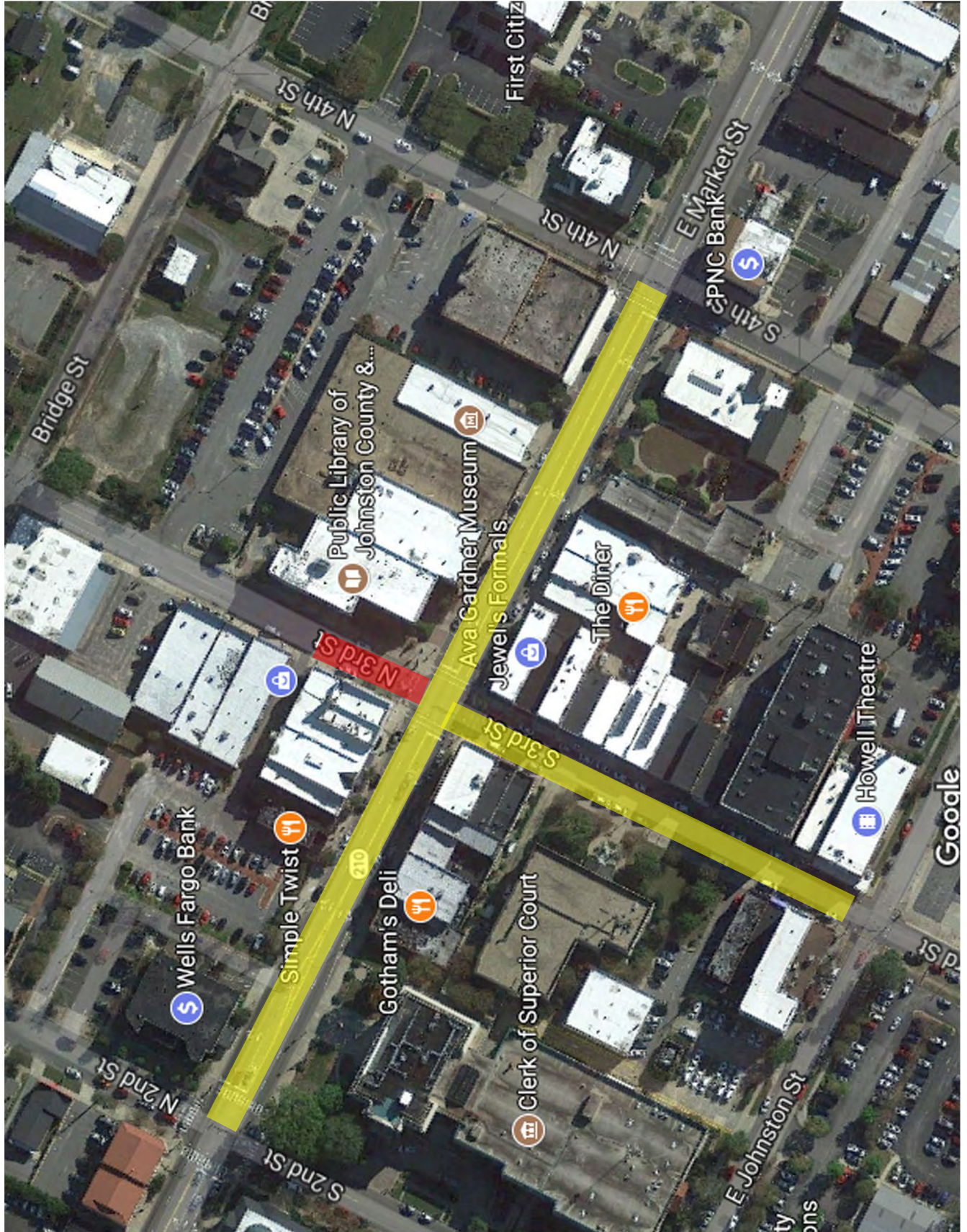
Method of payment: Cash _____ Check _____ Credit card _____ Amount \$ _____

Reviewing Planner: _____ Date: _____
 (Note: See attached letter)

Close 5pm-9:30pm



Close 6:30pm-8:30pm



**TOWN OF SMITHFIELD
North Carolina**

ORDINANCE # 493

AN ORDINANCE DECLARING ROAD CLOSURES FOR THE ANNUAL CHRISTMAS TREE LIGHTING, THE ANNUAL CHRISTMAS PARADE AND THE ANNUAL MARTIN LUTHER KING, JR. PARADE

WHEREAS, the Town Council of the Town of Smithfield acknowledges a long tradition of providing an annual Christmas Parade and annual Tree Lighting Ceremony for the pleasure of its citizens; and

WHEREAS, the Town Council of the Town of Smithfield acknowledges a new tradition of providing an annual Martin Luther King, Jr. Parade for the pleasure of its citizens; and

WHEREAS, the Town Council of the Town of Smithfield acknowledges its citizens realize a financial benefit from holding these annual events; and

WHEREAS, the Town Council of the Town of Smithfield acknowledges each event requires approximately two hours to install signing and traffic control to be provided by the Smithfield Police Department, and also requires approximately two hours for removing signs, traffic control and litter.

WHEREAS, Any ordinances or parts of ordinances in conflict with this ordinance are hereby repealed, and this ordinance shall be in full force and effect as an ordinance of the Town of Smithfield from the date of its adoption by the Town Council of the Town of Smithfield.

NOW THEREFORE BE IT ORDAINED by the Town Council of the Town of Smithfield pursuant to the authority granted by G.S. 20-169 that they do hereby declare a temporary road closure during the days and times set forth below on the following described portion of a State Highway System route:

Annual Tree Lighting Ceremony

Date: First Thursday of every December
Time: 5:00 pm to 9:00 pm
Route Description: North 3rd Street between Market Street and Bridge Street
Market Street (US70) from 2nd Street to 4th Street.

Annual Christmas Parade

Date: Second Thursday of every December
Time: 5:00 pm to 9:00 pm
Route Description: Market Street (US70) from South 6th Street to South 2nd Street

Annual Martin Luther King, Jr. Parade

Date: Second Friday of every January
Time: 5:00 pm to 9:00 pm
Route Description: Market Street (US70) from South 6th Street to South 2nd Street

Duly adopted this the 14th day of November, 2017

M. Andy Moore, Mayor

ATTEST

Shannan L. Parrish, Town Clerk



Request for City Council Action

**Business
Agenda
Item:** Grant
Award
Date: 11/14/2017

Subject: Golden Leaf Grant
Department: Administration
Presented by: Mike Scott, Town Manager
Presentation: Business

Issue Statement

The Golden Leaf Foundation has approved a nonmatching grant of \$70,000 for Smithfield Disaster Recovery and Renewal to further the Town's Storm Water Capital Improvement Plan.

Financial Impact

No match amount is required.

Action Needed

Approve grant award of \$70,000.

Recommendation

Approve grant for \$70,000.

Approved: City Manager City Attorney

Attachments:

Staff Report and Grant award information

1. Staff Report
2. Grant Award Information



Staff Report

**Business
Agenda
Item:**

Grant
Award

Senate Bill 338 was approved as part of the State's FY 2018 budget. This bill included \$30,000,000 to be distributed by the Golden Leaf Foundation for

"Eligible projects to include: repair or replacement of existing infrastructure, infrastructure to support new housing development, repair or replacement of equipment; and construction, replacement, or improvement of public infrastructure to support hazard mitigation."

The Town approved a grant submission to Golden Leaf at its July 11, 2017 meeting. The Town of Smithfield has now been awarded \$70,000 to further its stormwater capital improvement plan. As part of the acceptance of the award, Town staff was required to attend a grants management workshop sponsored by the Golden Leaf Foundation. This requirement was completed on October 23, 2017.

This is a nonmatching grant. Staff recommends approval of the grant award.

October 11, 2017

BOARD OF DIRECTORS

BARRY Z. DODSON
CHAIR
STONEVILLE, NC

MURCHISON "BO" BIGGS
LUMBERTON, NC

S. LAWRENCE DAVENPORT
GREENVILLE, NC

DON FLOW
WINSTON-SALEM, NC

JIM GARDNER
ROCKY MOUNT, NC

TOMMY HESTER
HENDERSON, NC

RANDY ISENHOWER
NEWTON, NC

CAROLYN H. JUSTICE
HAMPSTEAD, NC

JOHNATHAN L. RHYNE, JR.
LINCOLNTON, NC

LEE ROBERTS
RALEIGH, NC

DAVID ROSE
NASHVILLE, NC

THOMAS SMITH
DURHAM, NC

DAVID M. STOVER
RALEIGH, NC

RALPH N. STRAYHORN, III
CHARLOTTE, NC

JEROME VICK
WILSON, NC

PRESIDENT
DAN GERLACH

Mr. Michael L. Scott
Town Manager
Town of Smithfield
PO Box 761
350 East Market Street
Smithfield, North Carolina 27577

Dear Mr. Scott:

I am pleased to inform you that the Board of Directors of the Golden LEAF Foundation has approved a grant for your project, "Smithfield Disaster Recovery and Renewal," in the amount of \$70,000.00. We trust that this support will further your work to the benefit of North Carolinians.

Enclosed are two copies of our Grantee Acknowledgement and Agreement, which includes details regarding administration of the grant, including the payment schedule and reporting requirements. Please read your grantee agreement carefully and take note of special conditions that may apply to your grant award.

We require that grantees become acquainted with Golden LEAF's policies governing grants by attending a grants management workshop. We will provide you the dates and locations of upcoming workshops in the near future.

Upon receipt of one original signed Grantee Acknowledgement and Agreement form, documentation that any requisite conditions have been met, and a written request for payment, we will make the first disbursement of funds in connection with your project. As outlined in the Grantee Acknowledgement and Agreement, subsequent payments will be forwarded upon the receipt of the required reports. Reporting forms can be accessed at our website, www.goldenleaf.org, or by contacting us at 888-684-8404 or at programs@goldenleaf.org.

All publicity and printed materials regarding projects or activities funded in whole or in part by this grant should contain the following language: "This project received support from the Golden LEAF Foundation." The Golden LEAF logo is to be displayed in all of the

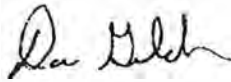


Mr. Michael L. Scott
October 11, 2017
Page 2

publicity and printed materials relating to this grant. Please contact Jenny Tinklepaugh (jtinklepaugh@goldenleaf.org) for digital versions of the logo.

Please let me or any member of our programs staff know if you have any questions regarding your grant, its conditions, or reporting requirements. We stand ready to be of assistance to you at any time. Once again, on behalf of the Board, congratulations on your grant award. We look forward to learning about your accomplishments.

Sincerely,



Dan Gerlach
President

DG:bs

Enclosures: as stated

cc: Mr. Bill Dreitzler, Engineer

The Golden LEAF Foundation

GRANTEE ACKNOWLEDGMENT AND AGREEMENT

1. Grantee: Town of Smithfield
2. Project File Number & Title: FY2018-012 / Smithfield Disaster Recovery and Renewal
3. Purpose of Grant: The Town of Smithfield believes Hurricane Matthew affected its stormwater infrastructure, threatening properties that lie outside the flood hazard area. To better understand how to resolve the stormwater issues, the Town is working to update a study that was conducted in 1985. The Town also anticipates implementing a stormwater utility fee to support construction and maintenance of its stormwater infrastructure. Golden LEAF disaster recovery grant funds will be used to support engineering fees associated with development of a stormwater capital improvement plan.
4. Amount of Grant: \$70,000.00
5. Award Date: 10/5/2017 Start Date: _____
6. Special Terms and Conditions Applicable to Grant:
 - a) The term of the grant is 11 months, commencing on the Award Date unless the Grantee proposes a later Start Date that is accepted by Golden LEAF. Golden LEAF may extend the term of the Grant. The provisions of this agreement that by their nature extend beyond the term of the grant will survive the end of the term of the grant.
 - b) Golden LEAF funds are to be used for the Stormwater Capital Improvement Plan.
 - c) Golden LEAF grant funds in the Disaster Recovery Grant Program may be used for project-related expenses incurred prior to the grant award.
7. Standard conditions on the release of grant funds:
 - a) Release of grant funds is contingent on Grantee attending a Golden LEAF grants management workshop or participating in satisfactory discussions with Golden LEAF staff to gain training in the management of Golden LEAF grants and reporting requirements.
 - b) For non-governmental grantees, release of funds is contingent on Grantee providing the Foundation with a copy of the Grantee's policy regarding conflicts of interest with evidence that the policy has been adopted by the Grantee's board of directors.
 - c) Release of funds is contingent on Grantee returning a fully executed original of this Grantee Acknowledgment and Agreement no later than three months after the Award Date, unless the Foundation agrees to extend the deadline for its submission.
 - d) Release of funds is contingent on Grantee submitting a project management plan ("PMP") that Golden LEAF has approved. The PMP must be submitted within three months of the Award Date, unless the Foundation agrees to extend the deadline. Unless otherwise approved, the PMP must be submitted on the Golden LEAF PMP form. The Grantee agrees to work with Golden LEAF staff to identify key activities and milestones that are critical to successful implementation of the grant, outcomes that will be used to assess the success and effectiveness of the project, baseline data from which progress can be measured, individuals responsible for implementing identified tasks, deadlines for each activity and milestone, and an overall project time line. Grantee must submit documentation to verify the baseline data with the PMP. The Grantee may be required to report results and accomplishments to Golden LEAF for a period beyond the grant term that is reasonably necessary to evaluate the outcomes of the grant.
 - e) Release of funds is contingent on the Grantee submitting a project budget for approval by Golden LEAF. The project budget must be submitted within three months of the Award Date unless the

Foundation agrees to extend the deadline. Unless otherwise approved, the project budget must be submitted on the Golden LEAF Budget and Expense Tracking Form.

- f) If the Grantee fails to comply with its obligations under this Agreement, no further grant funds will be released unless such noncompliance is resolved to the satisfaction of Golden LEAF.
8. Confirmation of Eligibility/Permissible use of Funds: The Grantee confirms: (1) that the Internal Revenue Service has determined that the Grantee is an organization described in Section 501(c) (3) of the Internal Revenue Code of 1986, as amended, and that such determination has not been revoked, or (2) that the Grantee is a federal, state or local governmental unit. Grantee agrees to notify the Foundation promptly if the Grantee's tax-exempt status is revoked or modified in any way. The Grantee agrees that it will use the funds from this grant only for charitable, educational, or scientific purposes within the meaning of Section 501(c)(3) of the Code, and that it will not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit. The Grantee agrees that no funds from this grant will be used to carry on propaganda or otherwise to attempt to influence legislation, to influence the outcome of any public election, or to carry on directly or indirectly any voter registration drive. The Grantee agrees that it will not use any of these grant funds to make any expenditure or grant that does not comply with the requirements of Section 4945(d)(3) or (4) of the Code or to undertake any activity for any purpose other than one specified in Section 170(c)(1) or Section 170(c)(2)(B) of the Code. If grant funds are used to pay for sales tax for which the Grantee receives a refund, Grantee will use the refund for expenses that are consistent with the purpose of the grant and permissible under this Agreement. Unless otherwise agreed by the Foundation in writing, no portion of the Grantee's rights or obligations under this Agreement may be transferred or assigned to any other entity.
9. Compliance with laws/liens: The Grantee is in material compliance with all federal, state, county, and local laws, regulations, and orders that are applicable to the Grantee, and the Grantee has timely filed with the proper governmental authorities all statements and reports required by the laws, regulations, and orders to which the Grantee is subject. There is no litigation, claim, action, suit, proceeding or governmental investigation pending against the Grantee, and there is no pending or (to the Grantee's knowledge) threatened litigation, claim, action, suit, proceeding or governmental investigation against the Grantee that could reasonably be expected to have a material adverse effect upon the Grantee's ability to carry out this grant in accordance with its terms. The Grantee has timely paid all judgments, claims, and federal, state, and local taxes payable by the Grantee the non-payment of which might result in a lien on any of the Grantee's assets or might otherwise adversely affect the Grantee's ability to carry out this grant in accordance with its terms.
10. Project and budget modification: The Grantee agrees to immediately notify the Foundation of anything that may materially affect the Grantee's ability to perform the project funded. **If the Grantee proposes to modify the budget, the objectives, or any other feature of the project funded, the Grantee shall not encumber or expend any funds from this grant for such purposes unless and until the Foundation has approved such proposed modifications in writing.** Moreover, no further payments shall be made to the Grantee in connection with the project funded unless and until the Foundation has approved such proposed modifications in writing.
11. Use of grant funds/rescission and termination of grants: The Grantee accepts and will retain full control of the disposition of funds awarded to the Grantee by the Foundation under this grant, and accepts and will retain full responsibility for compliance with the terms and conditions of the grant. Grant funds shall be utilized exclusively for the purposes set forth above. If the Grantee breaches any of the covenants or agreements contained in this Agreement, uses grant funds for purposes other than those set out above, or any of the representations and warranties made by the Grantee are untrue as to a material fact, the Grantee agrees to repay to the Foundation the full amount of this grant. Any condition, purpose, term or provision in the Foundation's resolution approving funding or in this Agreement shall take precedence over any conflicting provision in the Grantee's application.

The Grantee acknowledges receipt of the following policy regarding termination and rescission of grants, which is intended to supplement but not replace or limit the rights and remedies of the Foundation set forth elsewhere in this Agreement. The Grantee acknowledges that the Foundation may, from time to time, amend its policy regarding termination and rescission of grants, and the Grantee acknowledges that the Grantee will be subject to the policy as amended.

Policy Regarding Rescission and Termination of Grants. Rescission of a grant revokes the grant award. When funds have been disbursed to a Grantee by the Foundation and a grant is rescinded, the Grantee may be liable for repayment to the Foundation for an amount up to the total of grant funds received by the Grantee. Termination of a grant ends the grant on a going-forward basis, and the Grantee is responsible for repayment to the Foundation of only that portion of the grant funds that has been disbursed but not expended by the Grantee in accordance with the terms of the grant.

A grant may be rescinded or terminated at any time in the discretion of the Foundation for the Grantee's failure to comply with its obligations under this Agreement or if any of the Grantee's representations and warranties in this Agreement are or become untrue as to a material fact. Reasons for rescission or termination of a grant include but are not limited to the following:

- a. The Grantee has not signed and delivered to the Foundation the Grantee Acknowledgment and Agreement within three (3) months of the Award Date set out in Section 5, above.
- b. The Grantee has failed to complete the project within the grant term established by this Agreement or any extensions thereof.
- c. The Grantee's tax-exempt status has been modified or revoked.
- d. The Grantee is unable, or has failed or refused, to comply with a material term or condition of the grant.
- e. The Grantee has experienced a change in circumstances that is likely to have a material adverse effect upon the Grantee's ability to accomplish fully the purposes of the grant (e.g., loss of collateral funding, loss of key personnel, etc.).
- f. The Grantee has failed or refused to submit a report, statement, accounting or return required by this Agreement or applicable law.
- g. The Grantee has materially modified its budget for the project, and such material modification has not been approved by the Foundation.
- h. The Grantee commits a material violation of the Internal Revenue Code, or uses grant funds for some purpose not permitted by the Internal Revenue Code or for some purpose not contemplated by the grant.
- i. The Grantee breaches any of the covenants or agreements contained in this Grantee Acknowledgment and Agreement.
- j. The Grantee requests that the grant be rescinded or terminated.

It is anticipated that a grant will be rescinded in situations in which no grant funds have been disbursed. Where grant funds have been disbursed, it is anticipated that a grant will be rescinded in the case of more serious violations (including, without limitation, use of grant funds for some purpose not contemplated by the grant or in violation of the Internal Revenue Code, or upon other affirmative misconduct of the Grantee), and that termination of a grant will occur in the case of the less serious instances of non-compliance or where the circumstance giving rise to termination is not the result of misconduct of the Grantee.

If the Board of Directors of the Foundation determines that a grant should be rescinded or terminated, the Foundation will notify the Grantee of that decision. The Foundation may choose to notify the Grantee that the grant is subject to rescission or termination unless the Grantee remedies the noncompliance and establish deadlines or other limitations on the Grantee's opportunity to remedy the noncompliance. If the Foundation allows the Grantee the opportunity to correct the noncompliance, no further grant funds shall be advanced until the noncompliance is remedied.

12. Release of Funds: Unless otherwise agreed by the Foundation, up to twenty percent (20%) of funds may be released in advance after all conditions on the release of funds are satisfied. Funds may be released in additional advances of up to twenty percent (20%) of the grant amount upon receipt of evidence satisfactory to the Foundation that funds previously released have been properly expended and accounted for. Funds may instead be released on a reimbursement basis, in which case payments may be made in an amount equal to or up to eighty percent (80%) of the grant amount upon receipt of evidence satisfactory to the Foundation that funds have been properly expended and accounted for. Unless otherwise approved by the President of the Foundation, a sum equal to twenty percent (20%) of the total amount of the grant will be retained by the Foundation until the Grantee completes its obligations under this grant, including submission of a satisfactory final report on the project funded. This final twenty percent (20%) retained by the Foundation shall be paid to the Grantee on a reimbursement basis. If the grant is conditional or contingent, all conditions and contingencies must be met before any payment will be made. Each request for payment shall be in writing and shall certify that the Grantee has performed in accordance with the terms and provisions of its Grantee Acknowledgment and Agreement, and that such Grantee is entitled under the terms of such Agreement to receive the amount so requested. Each request should be made to Mr. Dan Gerlach, President, The Golden LEAF Foundation, 301 N. Winstead Avenue, Rocky Mount, NC 27804. Payment should not be requested until the Grantee has need for actual expenditures of the funds. The Grantee should request payment at least thirty (30) days prior to its desired payment date.

13. Reporting: The Grantee agrees to submit a Progress Report to the Foundation biannually, to be received by the Foundation six months from the date of award and every six months thereafter. The Grantee agrees to submit a final Progress Report for receipt by the Foundation within sixty (60) days after the completion of all obligations for the project funded or the end date, whichever comes first. Report forms may be found on the Foundation's website, www.goldenleaf.org. The Grantee will furnish additional or further reports if so requested by the Foundation on forms prescribed by the Foundation.

14. Records: The Grantee agrees to maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for the project funded in such a manner so as to identify and document clearly the activities and outcomes of the project funded and the expenditure of Foundation funds. Financial records regarding the Foundation's grant shall be kept separate from accounts for other awards, monetary contributions, or other revenue sources for the project funded. The Grantee agrees to retain all financial and programmatic records, supporting documents, and all other pertinent records related to the project funded for a period of five (5) years from the end of the grant funding period. In the event such records are audited, all project records shall be retained beyond such five-year period until all audit findings have been resolved. The Grantee shall provide to the Foundation copies of all financial and other records requested by the Foundation and shall make available to the Foundation, or the Foundation's designated representative, all of the Grantee's records that relate to the project funded, and shall allow the Foundation or the Foundation's representative to audit, examine and copy any data, documents, proceedings, records and notes of activity relating to the project. Access to these records shall be allowed upon request at any time during normal business hours and as often as the Foundation or its representative may deem necessary. The Grantee may be subject to audit by the State Auditor.

15. This Section 15 is applicable if the following blank is marked: _____ Staff Initials & date: _____

Intellectual property/New Developments: In consideration of its receipt of funds granted by the Foundation, the Grantee agrees that during the course of the project funded by the grant, the Grantee, and any recipient of grant funds, will promptly disclose to the Foundation any improvements, inventions, developments, discoveries, innovations, systems, techniques, ideas, processes, programs, and other things, whether patentable or unpatentable, that result from any work performed by or for the Grantee in connection with the project funded, or by individuals whose work is funded by the grant (the "New Developments"). If the Grantee provides to the Foundation a copy of any Invention Disclosure Reports it receives from Grantee employees that report making

inventions under this Agreement, then the Grantee will be deemed to have satisfied the disclosure requirement in the preceding sentence.

The Grantee agrees that it, and any recipient of grant funds, shall take all reasonably appropriate actions to assure that the New Developments shall be and remain the sole and exclusive property of the Grantee. In the event that the interests of the public would be served by commercialization of the New Developments, the Grantee agrees to use its best reasonable efforts to pursue the commercialization of any such New Developments in a manner that will serve the interests of the public, including but not limited to the transfer, assignment or licensing of such New Developments; provided, however, that the Grantee, and any recipient of grant funds, shall not transfer, assign or license such New Developments in part or in whole without first having obtained the written consent of the Foundation.

Any revenue generated as a result of transferring, assigning, or licensing New Developments will be managed by the Grantee in accordance with its published patent, copyright and technology transfer procedures, if any, and in the absence of such procedures such revenue will be managed by the Grantee in accordance with procedures approved by the Foundation. Such procedures typically will prioritize the distribution of revenues to insure that the Grantee first honors its obligation to its inventors and then to cover its own out-of-pocket expenses as necessary to protect its intellectual property.

The Grantee and Foundation further agree that should there be any revenue generated greater than that necessary to meet the obligations of the preceding paragraph (“Net Revenue”), the Net Revenue shall be managed by the Grantee as follows:

- a) 15% of the Net Revenue will be retained by the Grantee as a fee for the management and distribution of funds as required under this Agreement.
- b) 30% of the remaining Net Revenue will be paid to the Foundation.
- c) 70% of the remaining Net Revenue will be retained by the Grantee and used in accordance with the procedures referenced in the preceding paragraph above.

The Grantee's obligations pursuant to this Section will continue beyond the expiration of the funding period.

16. Independent entity: The Grantee acknowledges and agrees that the Grantee is an entity independent from the Foundation, is not an agent of the Foundation, and is not authorized to bind the Foundation to any agreement of payment for goods or services. The Grantee is responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. It shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees. All expenses incurred by the Grantee are the sole responsibility of the Grantee, and the Foundation shall not be liable for the payment of any obligations incurred in the performance of the project funded.
17. Non-discrimination: The Grantee shall not discriminate by reason of age, race, ethnicity, religion, color, sex, national origin, or handicap related to the activities of a project funded by the Foundation.
18. Publicity: All publicity and printed materials regarding projects or activities supported in whole or in part by this grant should contain the following language: **“This project received support from The Golden LEAF Foundation.”** The Golden LEAF logo is to be displayed in all of the Grantee’s publicity and printed materials relating to this grant. Please contact Jenny Tinklepaugh (jtinklepaugh@goldenleaf.org) for digital versions of the logo.
19. Authority to execute/Necessary Approvals Obtained: The individual signing below certifies his or her authority to execute this Agreement on behalf of the Grantee and that the Grantee has received any third party approval

that may be required prior to entering this Agreement. By executing this Agreement, the Grantee, to induce the Foundation to make this grant, makes each of the representations set forth hereinabove and certifies that each of such representations is true, accurate and complete as of the date hereof.

IN WITNESS WHEREOF, the Grantee has executed this Agreement as of the date below:

Name of Grantee Organization (print): Town of Smithfield

Signature: _____

Name of Person Signing (print): Michael L. Scott

Title of Person Signing (print): Town Manager

Date: _____



Request for City Council Action

**Business
Agenda
Item:** **Library
Repair**
Date: 11/14/2017

Subject: Emergency Repair to Library
Department: Non-Government
Presented by: Michael Scott
Presentation: Business

Issue Statement – The Public Library of Johnston County located at 305 East Market Street recently had a boiler fail which required an emergency repair at a cost of \$17,436. The Town currently has an agreement to pay for 40% of the cost of such repairs, after the Public Library has paid the initial \$4,000. This cost to the Town is \$5,374.40.

Financial Impact – \$5,374.40. This amount is unbudgeted and would need to be transferred from General Fund Contingency.

Action Needed – Approve the Town’s portion of the boiler repair in the amount of \$5,374.40.

Recommendation – Approve the Town’s portion of the boiler repair in the amount of \$5,374.40.

Approved: City Manager City Attorney



Staff Report

**Business
Agenda
Item: Library
Repair**

(See attached invoice and Memorandum of Understanding)

The Johnston County Public Library located in Smithfield recently had a boiler fail for its heating system. This was an unplanned, unbudgeted expense to the library. The Town of Smithfield entered into an agreement with the Public Library and Johnston County Government to pay for such emergency repairs. The agreement explains that Johnston County Public Library is expected to pay the first \$4,000 of any such repair. The remaining balance is then divided between Smithfield and Johnston County with Johnston County paying 60% of the remaining balance and Smithfield paying 40%.

The split for this expenditure is as follows:

Library:	\$4,000.00
Johnston County:	\$8,061.60
Town of Smithfield:	<u>\$5,374.40</u>
Total	\$17,436.00

This is an unbudgeted expenditure for the Town of Smithfield. This money can be allocated from General Fund Contingency for payment. The Town Council approved an original Contingency amount in the General Fund of \$217,756. To date no allocations have been made from General Fund Contingency. However, it has been requested in a previous action **form for this meeting that \$47,866 be used for the Town's match to construct sidewalks on Kellie Drive.** Should the sidewalk construction be approved, as well as this request for the library boiler, the balance left in General Fund Contingency would be \$164,515.60. This balance equates to a total expenditure of 24% of the amount appropriated for General Fund Contingency, while the budget is 38% through the fiscal year.



INVOICE

3200-110 Glen Royal Road
Raleigh NC 27617

BILLED TO: Johnston County Government
Accounts Payable
PO Box 1049
Smithfield NC 27577

INVOICE NUMBER	2017-369
INVOICE DATE	10/23/2017
DMI JOB NUMBER	P17099
SERVICE TYPE	Proposal
TERMS	Net 10 Days
CUSTOMER PO/WO ORDER NO.	
DMI SERVICE ORDER NO.	

JOB ADDRESS:
Public Library of Johnston County & Smithfield
305 East Market Street
Smithfield NC 27577

QUANTITY	DESCRIPTION	AMOUNT	
	Labor and materials to replace one Lochinvar boiler on the roof of the public library in Smithfield, NC. Work performed per proposal dated 10/17/17.		
<i>Hard work, dedication, honesty and integrity are our values.</i>		SUBTOTAL	\$17,436.00
		TAX	
		FREIGHT	
		\$17,436.00 PAY THIS AMOUNT	

DIRECT ALL INQUIRIES TO:
Name Laura Ann Harris
Phone 919 307 3100
Email LauraAnnHarris@dailmechanical.com

MAKE ALL CHECKS PAYABLE TO:
Dail Mechanical Inc.
3200-110 Glen Royal Road
Raleigh NC 27617

We appreciate your business!

PROPOSAL

DAIL MECHANICAL, INC

NORTH CAROLINA STATE LICENSE NUMBER: 7422

3200-110 Glen Royal Road

Raleigh, North Carolina 27617

Phone: 919-307-3100

Fax: 919-307-8007

PROPOSAL SUBMITTED TO:	DATE:
Daniel Clifton - Johnston County	October 17, 2017
STREET	JOB NAME
309 E Market Street	Johnston County Library Boiler
CITY, STATE AND ZIP CODE	JOB LOCATION
Smithfield NC 27577	Smithfield NC
ARCHITECT	DATE OF PLANS

Dail Mechanical proposes to provide labor and materials to replace one Lochinvar boiler on the roof of the Library building in Smithfield. Our proposal is as follows:

1. Shut off boiler and disconnect piping and electrical.
2. Set up crane in parking lot and remove existing boiler from roof top and set new boiler in place.
3. Connect all piping and electrical wiring to new boiler. Modify any piping that is needed.
4. Do a complete start up and check out of boiler.
5. Repair any insulation that is needed.
6. Remove all trash from boiler replacement from site.

Please note the following:

1. Work is quote during regular hours.
2. Parking lot will need to be block off for around 4 hours for set up and break down of crane.
3. We include all permits and inspections from Johnston County in quote.
4. New boiler will be a matched or be equal to existing boiler capacity and size.
5. Please note new boiler is in stock and we can have 1-3 business days after proposal signed.

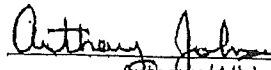
We Propose to furnish material and labor - complete in accordance with above specifications, for the sum of:
Seventeen Thousand Four Hundred Thirty Six Dollars \$17,436.00

PAYMENT TO BE MADE AS FOLLOWS:

Invoice for work done will be submitted at job completion. Payment is due 30 days from invoice date.

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 cost 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 workman's compensation insurance.


AUTHORIZED SIGNATURE:


Anthony (AJ) Johnson

NOTE: WE MAY WITHDRAW THIS PROPOSAL IF NOT ACCEPTED WITHIN 30 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:


10-17-17

DATE:

STATE OF NORTH CAROLINA

COUNTY OF JOHNSTON

MEMORANDUM OF UNDERSTANDING

Between Public Library of Johnston County and Smithfield, County of Johnston and Town of Smithfield

This Memorandum of Understanding is hereby made between the Public Library of Johnston County and Smithfield (hereinafter referred to as "Public Library"), County of Johnston (hereinafter referred to as "County") and Town of Smithfield (hereinafter referred to as "Town" and collectively referred to together as the "Parties").

WHEREAS, the collaboration between the Parties allows the Public Library to provide necessary library programs and services to citizens of County and Town;

WHEREAS, the collaboration between the Parties includes sharing financial responsibility for the costs of non-budgeted necessary facility maintenance and repair projects for that certain portion of property occupied by the Public Library located at 305 and 309 E. Market Street, Smithfield, North Carolina ("the Property");

WHEREAS, the Parties desire to memorialize their understanding and agreement regarding the payment of the costs of necessary facility maintenance and repair projects for the Property;

NOW, THEREFORE, the Parties agree as follows:

1. The Public Library agrees to pay for each individual maintenance and repair project for the Property in an amount not to exceed \$4,000.00. The Johnston County Building and Grounds Manager will take the lead role in coordinating repair projects.
2. If a proposed maintenance and repair project exceeds \$4,000.00, the Public Library will present the proposed maintenance and repair project to County and Town, and the Parties will evaluate the project for need. Once the project is evaluated for need and all Parties agree that the project is necessary and should be completed, the costs of the maintenance and repair project shall be divided as follows: The Public Library shall pay the first \$4,000.00 of the costs of the maintenance and repair project; The County and Town shall divide the remaining costs of the maintenance and repair project over and above \$4,000.00 with the County paying 60% of the costs of the maintenance and repair project over and above \$4,000.00 and the Town paying 40% of the costs of the maintenance and repair project over and above \$4,000.00.

3. In the event of an emergency repair that is necessary to protect the life, safety, and health of patrons, citizens, and employees, the County agrees to immediately coordinate with the Public Library to make the repair and notify the Town of Smithfield. The Parties shall pay the costs of the project as described in paragraph 2 above, subject always to paragraph 5 below.
4. In the event the Public Library elects to do a voluntary facility upgrade project for the Property, the Public Library shall pay 100% of the facility upgrade.
5. The Public Library shall continuously maintain comprehensive commercial insurance covering the replacement cost of the Property for loss or damage. The Parties understand that certain property damage losses may be eligible for coverage under the Public Library's comprehensive commercial insurance policy. The Public Library shall timely file all claims for loss or damage pursuant to its contract for insurance. To the extent any loss to the Property is covered by insurance, the County and Town shall not be responsible for paying the costs for loss or damage covered by contracts for insurance.
6. This Memorandum of Understanding is effective upon execution by all Parties.

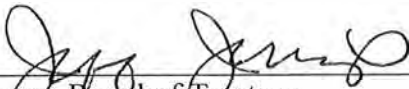
[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY.]

[SIGNATURE PAGE TO FOLLOW.]

SIGNATURE PAGE – MEMORANDUM OF UNDERSTANDING BETWEEN PUBLIC LIBRARY OF JOHNSTON COUNTY AND SMITHFIELD, COUNTY OF JOHNSTON, AND TOWN OF SMITHFIELD

PUBLIC LIBRARY OF JOHNSTON COUNTY AND SMITHFIELD

1-12-16
Date


Chairman, Board of Trustees

Attest:


Library Director

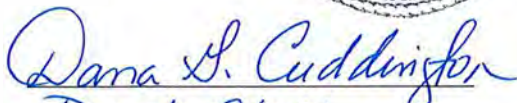
COUNTY OF JOHNSTON

1-4-16
Date




Chairman, Board of Commissioners

Attest:


Deputy Clerk

TOWN OF SMITHFIELD

1-6-16
Date




Mayor

Attest:


Town Clerk



Request for City Council Action

**Business
Agenda
Item:** Street
Pavement
Condition
Study
Date: 11/14/2017

Subject: Street Pavement Condition Study
Department: Public Works Sanitation Division
Presented by: Lenny Branch, Public Works Director & Bill Dreitzler, Town Engineer
Presentation: Business Agenda Item

Issue Statement

The Public Works Department is requesting permission to award the 2017-2018 Pavement Condition Study to WithersRavenel in the amount of \$26,860.00.

Financial Impact

If approved by Council, the Pavement Condition Study is \$3,140.00 under the budgeted amount of \$30,000 in this year's Capital Outlay line.

Action Needed

Council approval to award the Pavement Condition Study to WithersRavenel.

Recommendation

Staff recommends awarding the Pavement Condition Study to WithersRavenel in the amount of \$26,860.00

Approved: City Manager City Attorney

Attachments:

1. Staff Report
2. Quote from WithersRavenel Engineering firm
3. Town Engineer's recommendation letter



Staff Report

**Business
Agenda
Item:**

Street
Pavement
Condition
Study

Council approved \$30,000 in the Public Works Street Division capital line for a new Pavement Condition Study.

Five Letters of Interest (RFLOI) were sent out to engineering firms. Only two (2) of the five (5) were returned, WithersRavenel and SEPI. Based on WithersRavenel having past experience and a familiarity with the Town of Smithfield, they were selected for a fee proposal. Staff has reviewed the proposal and recommends moving forward. Attached you will find the fee proposal from WithersRavenel along with our engineers recommendation letter.

It is the recommendation of the Public Works Department to award WithersRavenel the contract to conduct a Pavement Condition Study in the amount of \$26,860.00.



Memo

To: Lenny Branch, Public Works Director
From: Bill Dreitzler, P.E., Town Engineer
Date: Monday, September 18, 2017
Re: Street Pavement Condition LOI's

Lenny,

On August 31, 2017, we received Letters of Interest (LOI) from 2 engineering firms regarding the proposed Street Pavement Condition Study. The firms were:

WithersRavenel
SEPI Engineering and Construction

I have completed a thorough review of the submitted LOI's from each firm. Based on the selection criteria outlined in the RFLOI, 40% weight for firms with past experience with the Town, 40% weight for staff experience with the proposed scope of work, and 20% weight for understanding of the project. I would rate each of the two firms very highly with regards to staff experience and understanding of the project requirements. Based on WithersRavenel having past experience and a familiarity with the Town of Smithfield, I am recommending that we request a fee proposal from this firm. If we are unable to reach a satisfactory contract arrangement with WithersRavenel, then I would be very comfortable moving to SEPI Engineering and Construction as the second choice. As noted, both firms are highly qualified to perform the work required. At your direction, I will contact WithersRavenel and request a fee proposal.

Sincerely,

Bill Dreitzler
Smithfield Town Engineer

October 9, 2017

Lenny Branch, Public Works Director
Town of Smithfield, NC
231 Hospital Road
Smithfield, NC 27577

Subject: Street Pavement Condition Study

Dear Mr Branch:

WithersRavenel is pleased to have been selected to assist the Town of Smithfield on the Pavement Condition Survey and reporting project. We are confident that our firm is highly qualified to provide the required services on this project and look forward to the opportunity to work for the Town.

Per your request, attached is the proposed Fee Schedule for this project. Please contact us if you have any questions or need any additional information. Thank you for your considerations.

Sincerely,

WithersRavenel

A handwritten signature in black ink, appearing to read "Andy Johnson", with a long horizontal line extending to the right.

Andy Johnson
Director Construction Management

CC: Bill Dreitzler
Attachment

Town of Smithfield 2017 – 2018 Pavement Condition Study Proposal for Professional Services

A. PROJECT DESCRIPTION

In accordance with the previously submitted RFQ (attached), WithersRavenel will perform the 2017 – 2018 Pavement Condition Study for the Town of Smithfield and provide reports that identify the Pavement Condition Index for each street segment. Reports, budget and maintenance scenarios will also be provided.

B. SCOPE OF SERVICES

Task 1 – Pre-Survey/ Due Diligence/ Project Management

Upon issuance of the notice of award to the engineer, the engineer will attend a pre-survey (kick-off) meeting with the town staff to ascertain the extent of the roadway segments to be completed and additional parameters / considerations that should be made by the engineer during the survey. At the pre-survey meeting, procedural guidelines and specific project requirements will be discussed with the town. The town will provide a list of streets to be analyzed prior to this meeting.

The engineer proposes to complete the PCR condition surveys utilizing Mobile311™ web-based mobile data collection system and import the data into MicroPaver Pavement Management software program to prepare the reports to be provided to the town. This task includes office administration time to set-up and prepare maps and formats to be utilized on this project.

Task 2 – Survey/ Data Collection

The town requests an evaluation of pavement condition for each of the town maintained streets. The engineer proposes to conduct a visual survey of the streets maintained by the town following the field methodology and approach developed by the Institute for Transportation Research and Education (ITRE), NCDOT and as recommended by the asphalt institute. In addition, the engineer proposes to complete the condition surveys utilizing Mobile311™ web-based mobile data collection system and import the data into MicroPaver pavement management software program. The MicroPaver software then applies the pavement distresses observed during the field survey to the overall area of the street segment based on the field verified GIS street centerline. The result is the output of the PCI (pavement condition index) which equates to the standard street rating that can subsequently be used for determining maintenance needs and estimating the cost to repair the streets. Through custom configurations of MicroPaver we can also prepare scenarios to obtain maintenance and repair prescriptions for each street segment and the associated costs of those actions.

Pavement condition survey results are the basis for developing maintenance needs. The condition field survey methods developed by ITRE are used to visually collect pavement distress data including type, severity, and quantity, which are further used to compute the pavement condition index (PCI) value for each section. WithersRavenel utilizes a subset of the 20 distress types that MicroPaver is capable of analyzing, which coincide with those in the standard ITRE/NCDOT field methodologies. The predominant distress types collected are alligator cracking (the most critical pavement distress), bleeding, bumps and sags, longitudinal/transverse cracking, patching/utility cuts, rutting, and weathering.

While the type and severity of distresses follows the standard field methodologies, WithersRavenel takes the additional step of assigning estimated square footage and linear footage quantities to each distress. Likewise, utilizing the power of the Mobile311™ system, the engineer is able to apply those distresses along that segment of street inside the GIS. This additional information gathered in the field is what allows MicroPaver to perform a more specific analysis of each individual street segment and provide more detailed maintenance prescriptions down to the street segment level.

Task 3 – Reports

The engineer will provide 2 copies of the numerical and alphabetical reports ranking the condition of each roadway segment of the town maintained roadway segments for the project.

As part of the pavement analysis, the PCI values are categorized into general conditions as shown in Table 1. The PCI results are also summarized on a GIS map representing each street segment, color coded to its PCI Category.

Failed	0-10
Serious	11-25
Very Poor	26-40
Poor	41-55
Fair	56-70
Satisfactory	71-85
Good	86-100

MicroPAVER can also generate capital improvement scenarios utilizing real budget numbers. A typical scenario could set a five year budget at \$500,000 each year for street repair and maintenance. MicroPAVER can utilize best practices to assign funding to each street segment with recommend actions. In addition, MicroPAVER can extrapolate future costs for the next 5 to 10 years and calculate additional incurred costs because of delay of maintenance or stop-gap repair instead of a comprehensive repair.

This type of capital improvement plan (CIP) analysis can be completed by WithersRavenel. MicroPAVER will require budget parameters provided by the Town of Smithfield to provide these types of scenarios. Multiple scenarios can be run that will generate a comprehensive segment by segment approach to street system management. WithersRavenel recommends this approach to ensure expenditures are applied to street segments that will have the highest impact and return on investment.

Task 4 – Software and Training

WithersRavenel will assist the Town staff with the purchase and training of MicroPAVER software or can provide the reports to the TOWN as needed through additional services. Implementation and training for Mobile 311 is not included in this proposal although WithersRavenel will assist if the Town is interested in discussing this further.

C. ADDITIONAL SERVICES

The engineer shall undertake additional services only upon receipt of written request and authorization from the town. Upon receipt of written authorization from the town, the engineer will provide additional services not considered normal or customary basic services. Such additional services may include (but not be limited to) any of the following:

1. Survey / data collection and reports associated with streets / roadway segments that were not requested, included or provided during the pre-survey meeting with town staff at the start of the project.
2. NCDOT or private roadways are not included in this scope of work.
3. Providing services of special consultants such as geotechnical testing.
4. Serving as an expert witness for the town in any litigation involving the project.
5. Providing additional reporting other than the alphabetical and numerical PCR / PCI and color coded map of the results, will be considered additional services.
6. Providing plans and specifications.
7. Providing traditional field surveys.

D. CLIENT RESPONSIBILITIES

During the performance of the engineer's services under this agreement, the owner will:

1. Provide full information as to its requirements and scope for the project.
2. Assist the Engineer by placing at his disposal all available information pertinent to the project, including GIS file of the Municipal Limits, Commissioner Districts, Powell Bill Streets (in CAD or GIS), previous maps, old drawings, maintenance records and any other data relative to the scope of the project.
3. Give prompt written notice to the engineer whenever the town observes or otherwise becomes aware of any defect in the project, request additional scope or developments that affect the scope or timing of the engineer's services.
4. Provide access to all the streets requested to be analyzed including ensuring street segments are open to vehicular travel at the timing of the condition field survey. Street segments may be skipped if access is not available to the engineer for the survey.

E. EXPENSES

Owner shall compensate the Engineer for reimbursable expenses to include deliverables, printing and other documents. Expenses shall be capped at \$500.00 unless otherwise agreed upon by both the Owner and the Engineer.

F. COMPENSATION FOR SERVICES

Task Number	Task Name	Cost
Task 1	Pre-Survey/ Due Diligence/ Project Mgmt	\$6,500.00
Task 2	Survey / Data Collection	\$14,500.00
Task 3	Reporting	\$2,500.00
Task 4	Software and Training	\$3,360.00
	Total	\$26,860.00

G. TIMELINE FOR SERVICES

The engineer will complete the tasks as outlined per basic services upon execution of this agreement and complete the scope of work within four (4) months from the date of the pre-survey meeting that kicks off the project.

Should other unusual field conditions be encountered or should other developments arise which are beyond the engineer's control and which result in delay of services (including acts of god or weather delays) to be rendered hereunder, it is agreed and understood that additional time may be required.

H. ACCEPTANCE

WithersRavenel

Town of Smithfield



Andy Johnson
Director Construction Management

By: _____

Title: _____

Date: _____

Exhibit I – Standard Terms and Conditions

EXHIBIT I

Standard Terms and Conditions

WithersRavenel, Inc.

The proposal submitted by WithersRavenel, INC. ("CONSULTANT") is subject to the following terms and conditions (collectively referred to as the "Agreement") and, by accepting the proposal, the services, or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

1. Payment:

- a) The CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.
- b) If the CLIENT fails to make payment to the CONSULTANT within 45 days after the transmittal of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 90 days from invoice date, the CONSULTANT may terminate the Agreement and/or initiate legal proceedings to collect the fees owed, plus other reasonable expenses of collection including attorney's fees.

2. Notification of Breach or Default: The CLIENT shall provide prompt written notice to the CONSULTANT if CLIENT becomes aware of any breach, error, omission or inconsistency arising out of CONSULTANT's work or any other alleged breach of contract by the CONSULTANT. The failure of CLIENT to provide such written notice within ten (10) days from the time CLIENT became aware of the fault, defect, error, omission, inconsistency or breach, shall constitute a waiver by CLIENT of any and all claims against the CONSULTANT arising out of such fault, defect, error, omission, inconsistency or breach. Emails shall be considered adequate written notice for purposes of this Agreement.

3. Standard of Care: CONSULTANT shall perform Agreement for CLIENT in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the project. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT WILL OR CAN ARISE OUT OF THE SERVICES PROVIDED BY CONSULTANT OR THIS AGREEMENT.

4. Waiver of Consequential Damages/Limitation of Liability: CLIENT agrees that CONSULTANT's aggregate liability for any and all claims that may be asserted by CLIENT is limited to \$50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater. Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

5. Representations of CLIENT: CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT's invoice to make payment in full for the services rendered by CONSULTANT, and that such payments shall be made in a timely fashion.

6. Ownership of Instruments of Service: All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the CONSULTANT as instrument of service, shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other rights, including the copyright thereto. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT, CONSULTANT shall make available to CLIENT copies of all plans and specifications.

7. Change Orders: CONSULTANT will treat as a change order any written or oral order (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the Agreement or CONSULTANT's scope of work. CONSULTANT will give CLIENT written notice within ten (10) days of a Change Order of any resulting increase in CONSULTANT's fees.

8. Opinion of Cost/Cost Estimates: Since the CONSULTANT has no control over the cost of labor, materials, equipment of services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional familiar with the construction industry; but the CONSULTANT cannot and does not guarantee the proposals, bids or actual costs and will not vary significantly from opinions of probable costs prepared by it. If at any time the CLIENT wishes greater assurances as to the amount of any costs, he shall employ an independent cost estimator to make such determination.

9. Assignment and Third Parties: Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and the CONSULTANT and not for the benefit of any other party. Neither the CLIENT nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other which shall not be unreasonably withheld. However, nothing contained herein shall prevent or restrict the CONSULTANT from employing independent subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

10. Project Site: Should CLIENT not be owner of the project site, then CLIENT agrees to notify the site owner of the possibility of unavoidable alteration and damage to the site. CLIENT further agrees to indemnify, defend and hold CONSULTANT harmless against any claims by the CLIENT or persons having possession of the site through the Owner which are related to such alteration or damage.

11. Access to Site: CLIENT is responsible for providing legal and unencumbered access to site, including securing all necessary site access agreements or easements, to the extent necessary for the CONSULTANT to carry out his services.

12. Survival: All of CLIENT's obligations and liabilities, including but not limited to, its indemnification obligations and limitations, and CONSULTANT's rights and remedies with respect thereto, shall survive completion of the expiration or termination of this Agreement.

13. Termination: Either party may terminate the Agreement with or without cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all costs incurred, non-cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as demobilization costs.

14. Severability: If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as

reflected in the original provision, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by the law.

15. **No Waiver:** No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or difference in character.

16. **Merger, Amendment:** This Agreement constitutes the entire Agreement between the CONSULTANT and the CLIENT and all integrated negotiations, written and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONSULTANT and the CLIENT

17. **Unforeseen Occurrences:** If, during the performance of services hereunder, any unforeseen hazardous substance, material, element of constituent or other unforeseen conditions or occurrences are encountered which, affects or may affect the services, the risk involved in providing the service, or the recommended scope of services, CONSULTANT will promptly notify CLIENT thereof. Subsequent to that notification, CONSULTANT may: (a) if practicable, in CONSULTANT's sole judgment and with approval of CLIENT, complete the original scope of services in accordance with the procedures originally intended in the Proposal; (b) Agree with CLIENT to modify the scope of services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of the Agreement.

18. **Force Majeure:** Should completion of any portion of the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

19. **Safety:** CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors, except with respect to CONSULTANT'S own employees. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents or employees.

20. **Dispute Resolution/Arbitration:** Any claim or other dispute arising out of or related to this Agreement shall be subject to Arbitration under the Federal Arbitration Act. Such claims and disputes shall first be subject to non-binding mediation, and if mediation is unsuccessful, shall be subject to Arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Any demand for Arbitration shall be filed in writing with the other party and with the American Arbitration Association.

21. **Independent Contractor:** In carrying out its obligations, CONSULTANT shall be acting at all times as an independent contractor and not an employee, agent, partner or joint venturer of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees or agents to properly or correctly perform their work

22. **Hazardous Substances:** CLIENT agrees to advise CONSULTANT upon execution of this Agreement of any hazardous substances or any condition existing in, on or near the Project Site presenting a potential danger to human health, the environment or equipment. By virtue of entering into the Agreement or of providing services, CONSULTANT does not assume control of, or responsibility for, the Project Site or the

person in charge of the Project Site or undertake responsibility for reporting to any federal, state or local public agencies, any conditions at the project site that may present a potential danger to the public, health, safety or environment except where required of CONSULTANT by law. In the event CONSULTANT encounters hazardous or toxic substances or contamination significantly beyond that originally represented by CLIENT, CONSULTANT may suspend or terminate the Agreement. CLIENT acknowledges that CONSULTANT has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site and CLIENT agrees to defend, indemnify, and hold harmless CONSULTANT, from any claim or liability, arising out of CONSULTANT's performance of work under the Agreement and made or brought against CONSULTANT for any actual or threatened environmental pollution or contamination except to the extent that CONSULTANT has negligently caused such pollution or contamination.

23. **Choice of Law:** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.

24. **Construction Services:** If construction administration and review services are requested by the CLIENT, CLIENT agrees that such administration, review, or interpretation of construction work or documents by CONSULTANT shall not relieve any contractor from liability in regard to its duty to comply with the engineering standards for the Project, and shall not give rise to a claim against a contractor's failure to hold in accordance with the applicable plans, specifications or standards.

25. **Field Representative:** If CONSULTANT provides field services or construction observation services, the presence of the CONSULTANT's field personnel will only be for the purpose of providing observation and field testing of specific aspects of the Project. Should a contractor be involved in the Project, the CONSULTANT's responsibility does not include the supervision or direction of the actual work of any contractor, its employees or agents. All contractors should be so advised. Contractors should also be informed that neither the presence of the CONSULTANT's field representative nor the observation and testing by the CONSULTANT shall excuse contractor in any way for defects in contractor's work. It is agreed that the CONSULTANT will not be responsible for job or site safety on the Project and that the CONSULTANT does not have the right to stop the work of any contractor.

26. **Submittals:** CONSULTANT's review of shop drawings and other submittals is to determine conformity with the design concept only. Review of shop drawings and submittals does not include means, methods, techniques or procedures of construction, including but not limited to, safety requirements.



Request for City Council Action

**Johnston
County
Economic
Development
Advisory
Appointment**
Business
Agenda
Item
Date: 11/14/2017

Subject: Johnston County Economic Development Advisory Board
Recommendation

Department: General Government

Presented by: Shannan Parrish

Presentation: Business Item

Issue Statement

The Johnston County Board of Commissioners is requesting the Town of Smithfield make a recommendation for the position on the Economic Development Advisory Board representing the Town of Smithfield. Two applications have been received: Mike Fleming has asked to be considered for reappointment and David Johnson has asked to be considered for this appointment.

Financial Impact

There will be no impact to the budget.

Action Needed

The Council is requested to make a recommendation to the Johnston County Board of Commissioners **in regards to the Town of Smithfield's representative to serve on the Johnston County Economic Development Advisory Board.**

Recommendation

Approved: City Manager City Attorney (not required)

Attachments:

1. Staff Report
2. Letter from Johnston County
Clerk Paula Woodard
3. Application – Mike Fleming
4. Application – David Johnson



Staff Report

**Business
Agenda
Item:** **Johnston
County
Economic
Development
Advisory
Appointment**

The Johnston County Economic Development Advisory Board, created by North Carolina General Statute Section 158-8, Article 2, consists of fourteen members (one position for each of the eleven municipalities and three at-large positions) that are appointed by the Johnston County Board of Commissioners.

The appointed position serves a two-year term. The Board meets on the 3rd Wednesday, every other month, at 11:30 am.

The representative for the Town of Smithfield is up for consideration and has been held by Mike Fleming since January of 2014. The County advertised to fill this position and Mr. Fleming applied to be reappointed to this advisory board. In addition, Mr. David Johnson of 125 Cypress Pointe Smithfield, NC 27577 has submitted an application for consideration.

The Johnston County Board of Commissioners is requesting the Town Council make a recommendation for the position on the Economic Development Advisory Board.

Office of
County Commissioners
(919) 989-5100
FAX (919) 989-5179

Paula G. Woodard, Clerk

Johnston County
POST OFFICE BOX 1049
SMITHFIELD, N.C. 27577

Jeffrey P. Carver, Chairman
Ted G. Godwin, Vice Chairman
Cookie Pope
Allen L. Mims, Jr.
Chad M. Stewart
Larry Wood

October 19, 2017

Mrs. Shannan Parrish, CMC, NCCMC
Town Clerk
Town of Smithfield
shannan.parrish@smithfield-nc.com
PO BOX 761
Smithfield, NC 27577

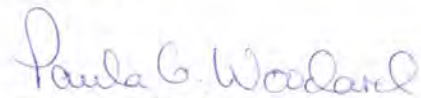
Dear Mrs. Parrish:

As you may know, Johnston County has an Economic Development Advisory Board that consists of 14 members (one position for each of the eleven municipalities and three at-large positions) that are appointed by the Johnston County Board of Commissioners. Presently, the position representing the Smithfield area is up for consideration. This position is currently held by Mr. Mike Fleming who has reapplied for another term. An application was also received from Mr. David Johnson. I have attached both of the applications.

The Johnston County Board of Commissioners feel that it is important the municipalities have input with regards to the selection of a representative on the Economic Development Advisory Board, for their respective areas. To that end, the Johnston County Board of Commissioners would appreciate the Town Council, at their next scheduled meeting, discussing the position and making a recommendation on the applicants enclosed.

Thank you for your assistance in this matter and please do not hesitate to contact me if you have any questions.

Sincerely,



Paula G. Woodard
Clerk to the Board

Attachment

**NOTIFICATION OF INTEREST TO SERVE ON AN APPOINTED BOARD
(APPLICATION)**

BOARD: Johnston County Economic Development

NAME: Mike Fleming

ADDRESS: 1093 N. Lakeside Dr. Smithfield NC 27577

TELEPHONE: (919) 524-9137 (HOME) (919) 205-1960 (WORK)

PRESENT OCCUPATION: Self employed business owner

YEARS OF FORMAL EDUCATION: BA Degree

CIVIC AND FRATERNAL ORGANIZATIONS IN WHICH YOU HAVE PARTICIPATED:

Smithfield - Selma Chamber of Commerce

J.C. Tourism Authority

Centenary United Methodist Church

YMCA of the Triangle

PLEASE TELL WHY YOU WOULD LIKE TO SERVE ON THE ABOVE BOARD:

Economic Development is crucial for our County. I want to help this group continue to grow by putting our best foot forward to ensure we are setting the necessary exposure with prospective business expansion for J. County.

DATE: 10/10/17 SIGNATURE: Mike Fleming

FOR OFFICE USE ONLY:

DATE RECEIVED: _____

DATE FORWARDED TO COUNTY COMMISSIONERS: _____

**NOTIFICATION OF INTEREST TO SERVE ON AN APPOINTED BOARD
(APPLICATION)**

BOARD: Economic Development Advisory Board

NAME: David Johnson

ADDRESS: 125 Cypress Pointe Smithfield, NC 27577

TELEPHONE: 919-915-1963

PRESENT OCCUPATION: Real Estate

YEARS OF FORMAL EDUCATION: N/A

CIVIC AND FRATERNAL ORGANIZATIONS IN WHICH YOU HAVE PARTICIPATED:

Smithfield Jaycees 1987- 1997
President 1990-1991

Johnston Co. United Way 1994-2005
President 1998- 1999
Campaign Chairman 1995

Smithfield Selma Chamber of Commerce 1985-2015
Chairman 2005

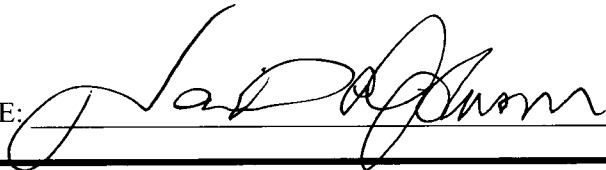
Neuse Charter School Board Member 2008-2013
Vice Chairman 2010-2012

PLEASE TELL WHY YOU WOULD LIKE TO SERVE ON THE ABOVE BOARD:

I sold my business in 2015, hiked the Appalachian Trail in 2016 and I would like to be more involved in my community. I have 35 years of business experience that I believe could benefit the County.

DATE: October 10, 2017

SIGNATURE: _____

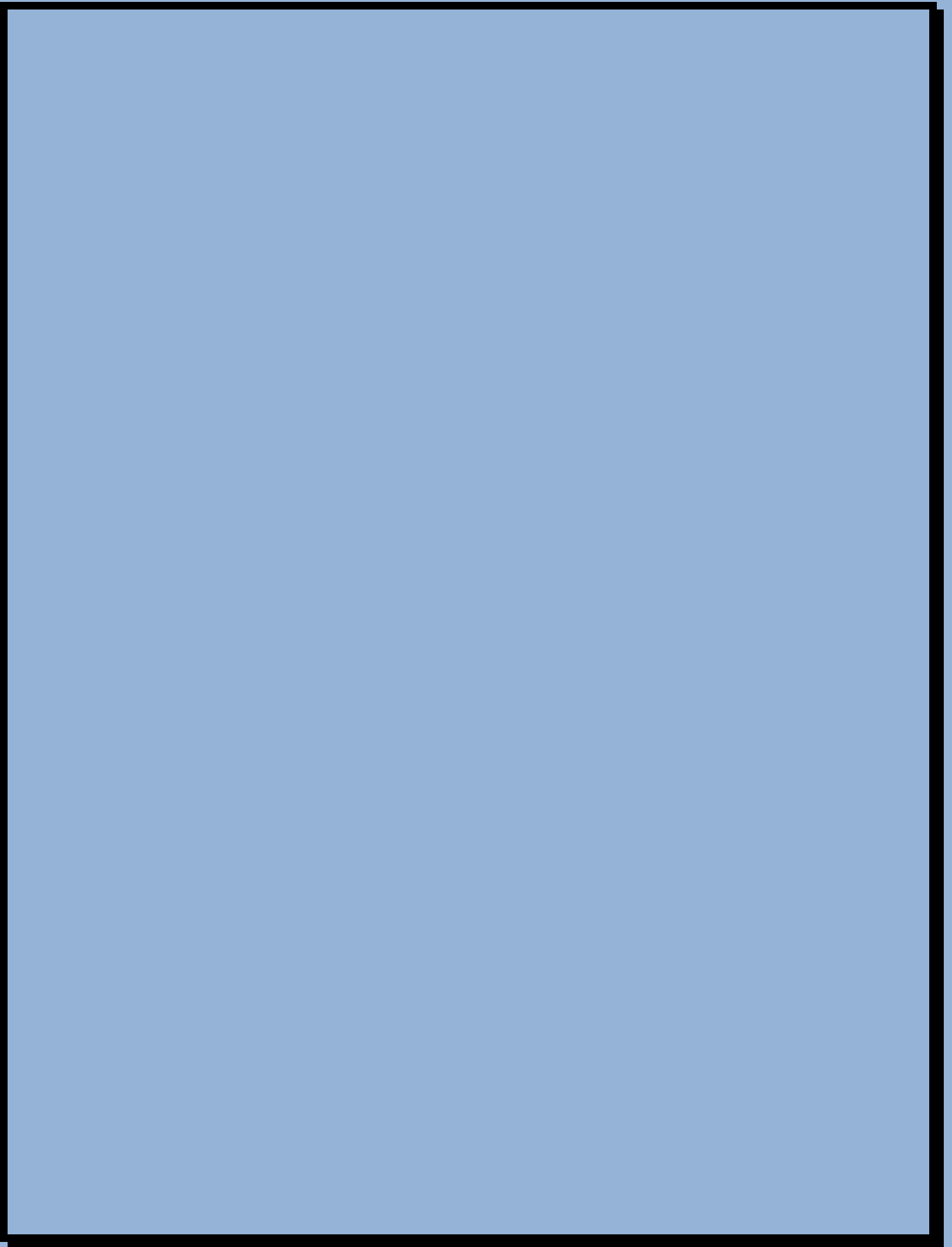


FOR OFFICE USE ONLY:

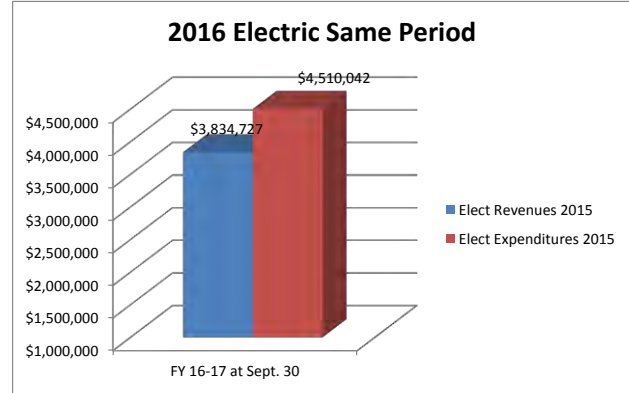
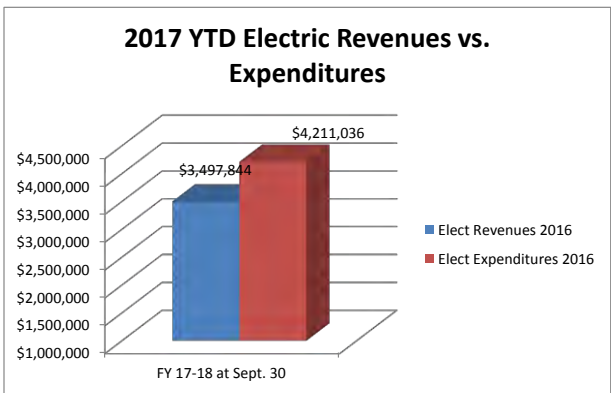
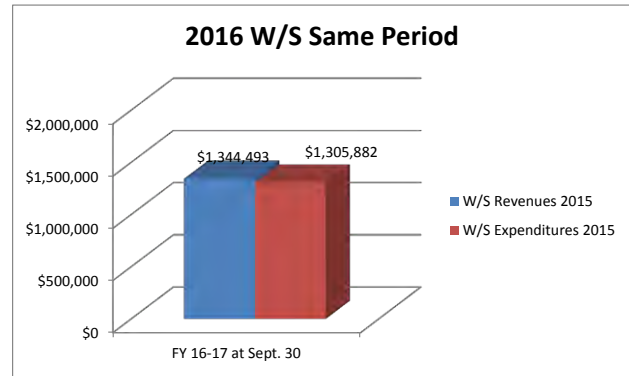
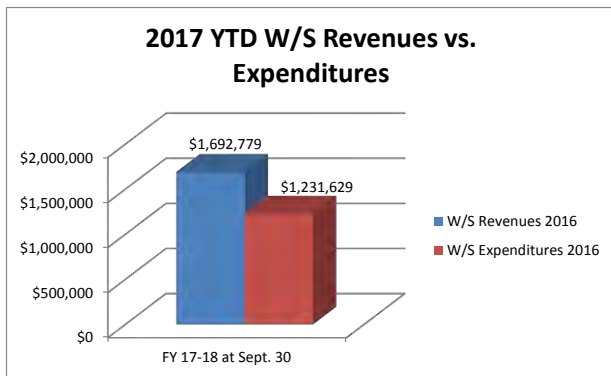
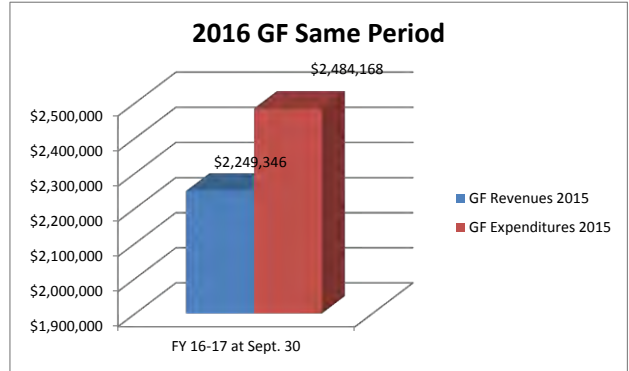
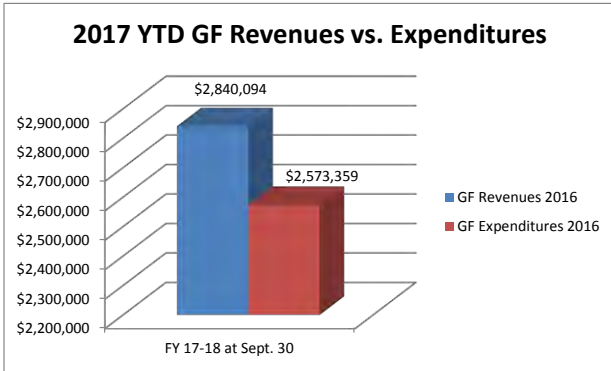
DATE RECEIVED: _____

DATE FORWARDED TO COUNTY COMMISSIONERS: _____

Financial Report



Town of Smithfield Revenues vs. Expenditures



**TOWN OF SMITHFIELD
MAJOR FUNDS FINANCIAL SUMMARY REPORT**

September, 2017

Gauge: 3/12 or 25 Percent

25.00%

GENERAL FUND

	Frequency	Actual	Budget	Actual to Date	YTD %
		FY '16-17	FY '17-18	FY '17-18	Collected
Revenues					
Current & Prior Year Property Taxes	Monthly	\$ -	\$ 5,559,000	\$ 677,656	12.19%
Motor Vehicle Taxes	Monthly	-	500,000	138,497	27.70%
Utility Franchise Taxes	Quarterly	-	975,000	222,948	22.87%
Local Option Sales Taxes	Monthly	-	2,065,019	219,981	10.65%
Aquatic and Other Recreation	Monthly	-	765,100	226,526	29.61%
Sanitation	Monthly	-	1,305,500	248,548	19.04%
All Other Revenues		-	1,350,981	1,105,938	81.86%
Loan Proceeds		-	25,400	-	0.00%
Transfers (Electric and Fire Dist.)		-	261,614	-	0.00%
Fund Balance Appropriated		-	238,083	-	0.00%
Total		\$ -	\$ 13,045,697	\$ 2,840,094	21.77%

	Actual	Budget	Actual to Date	YTD %
	FY '16-17	FY '17-18	FY '17-18	Spent
Expenditures				
General Gov.-Governing Body	\$ -	\$ 382,278	\$ 78,753	20.60%
Non Departmental	-	851,299	256,960	30.18%
Debt Service	-	1,342,760	169,381	12.61%
Finance	-	143,501	21,613	15.06%
Planning	-	383,138	65,884	17.20%
Police	-	3,745,925	759,497	20.28%
Fire	-	1,651,559	353,214	21.39%
EMS	-	-	-	#DIV/0!
General Services/Public Works	-	489,874	100,621	20.54%
Streets	-	466,482	106,093	22.74%
Motor Pool/Garage	-	91,391	14,521	15.89%
Powell Bill	-	322,725	16,728	5.18%
Sanitation	-	1,097,678	220,938	20.13%
Parks and Rec	-	927,002	170,735	18.42%
SRAC	-	932,329	238,421	25.57%
Contingency	-	217,756	-	0.00%
Appropriations/Contributions	-	-	-	0.00%
Total	\$ -	\$ 13,045,697	\$ 2,573,359	19.73%

YTD Fund Balance Increase (Decrease)

-

-

25.00%

WATER AND SEWER FUND

	Actual FY '16-17	Budget FY '17-18	Actual to Date FY '17-18	YTD % Collected
Revenues				
Water Charges	\$ -	\$ 2,560,000	\$ 506,882	19.80%
Water Sales (Wholesale)	-	955,000	242,175	25.36%
Sewer Charges	-	3,350,000	684,304	20.43%
Tap Fees	-	15,500	4,650	30.00%
All Other Revenues	-	121,000	254,768	210.55%
Loan Proceeds	-	-	-	#DIV/0!
Fund Balance Appropriated	-	99,017	-	0.00%
Total	\$ -	\$ 7,100,517	\$ 1,692,779	23.84%

	Actual FY '16-17	Budget FY '17-18	Actual to Date FY '17-18	YTD % Spent
Expenditures				
Water Plant (Less Transfers)	\$ -	\$ 1,751,006	\$ 373,398	21.32%
Water Distribution/Sewer Coll (Less Transfers)	-	3,906,658	618,336	15.83%
Transfer to General Fund	-	-	-	#DIV/0!
Transfer to W/S Capital Proj. Fund	-	585,000	-	0.00%
Debt Service	-	717,038	239,895	33.46%
Contingency	-	140,815	-	0.00%
Total	\$ -	\$ 7,100,517	\$ 1,231,629	17.35%

ELECTRIC FUND

	Actual FY '16-17	Budget FY '17-18	Actual to Date FY '17-18	YTD % Collected
Revenues				
Electric Sales	\$ -	\$ 16,400,000	\$ 3,366,855	20.53%
Penalties	-	315,000	115,566	36.69%
All Other Revenues	-	46,000	15,423	33.53%
Loan Proceeds	-	-	-	
Fund Balance Appropriated	-	111,566	-	
Total	\$ -	\$ 16,872,566	\$ 3,497,844	20.73%

	Actual FY '16-17	Budget FY '17-18	Actual to Date FY '17-18	YTD % Spent
Expenditures				
Administration/Operations	\$ -	\$ 1,994,706	\$ 496,954	24.91%
Purchased Power - Non Demand	-	12,800,000	1,572,816	12.29%
Purchased Power - Demand	-	-	1,509,488	#DIV/0!
Purchased Power - Debt	-	-	289,044	#DIV/0!
Debt Service	-	359,972	342,585	95.17%
Capital Outlay	-	45,833	149	
Contingency	-	609,275	-	

Transfers to Electric Capital Proj Fund	750,000	-		
Transfer to Electric Capital Reserve	115,000	-		
Transfers to General Fund	-	86,214	-	0.00%
Total	\$ -	\$ 16,761,000	\$ 4,211,036	25.12%

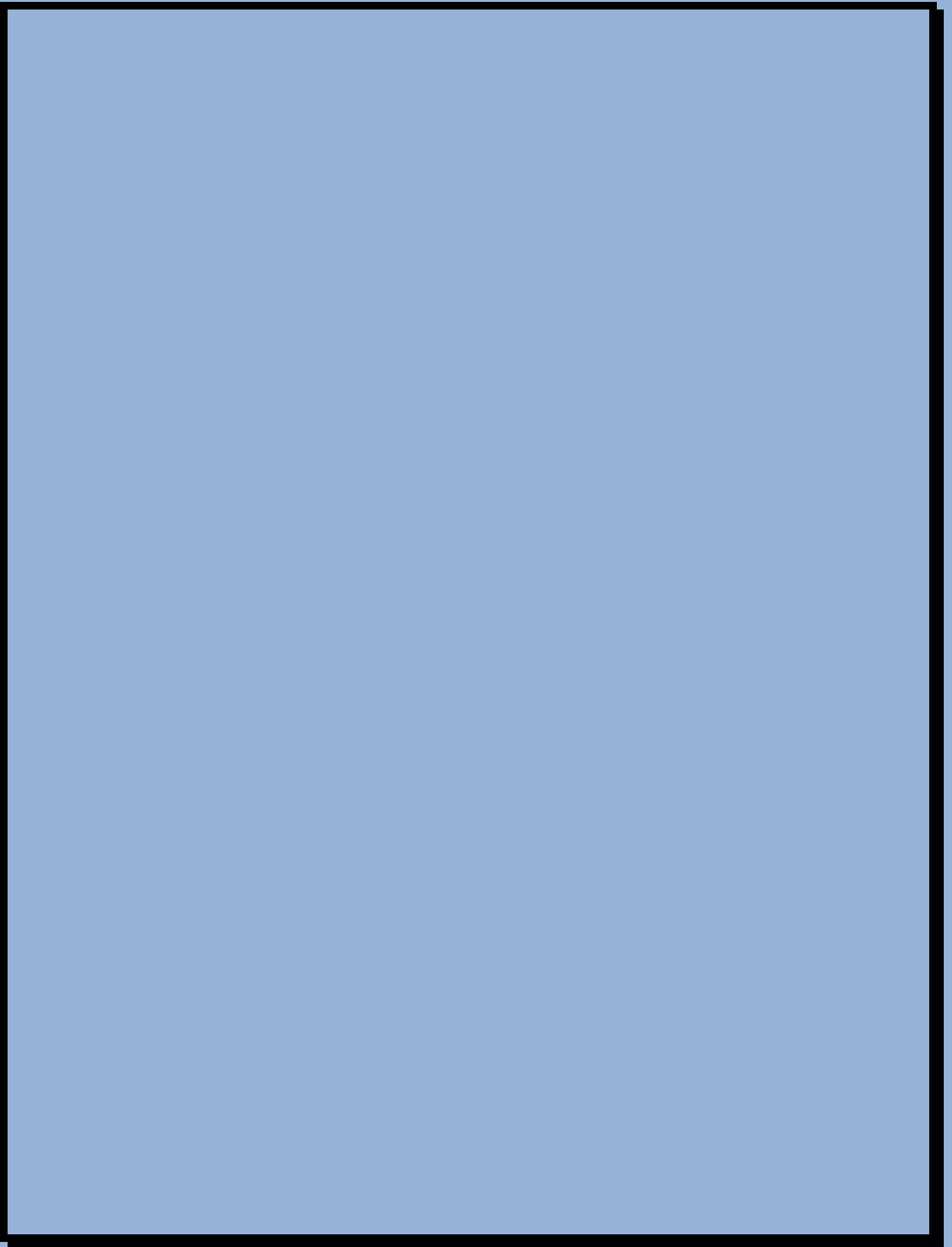
CASH AND INVESTMENTS

General Fund (Includes P. Bill)	8,803,583			
Water and Sewer Fund	4,700,151			Interest Rate
Electric Fund*	9,815,269			
Capital Project Fund: Wtr/Sewer (45)	364,381	1st CITIZENS	17,023,134	0.20%
Capital Project Fund: General (46)	(10,547)	NCCMT	2,269,596	0.500%
Capital Project Fund: Electric (47)	352,669	STIFEL	-	Market
Firemen Relief Fund (50)	154,274	KS BANK	3,739,931	.2, .65, &.7
Fire District Fund (51)	11,503	FOUR OAKS	1,290,135	0.60%
JB George Endowment (40)	131,513	PNC BANK	-	0.00%
Total	\$ 24,322,796		\$ 24,322,796	

*Plug

Account Balances Confirmed By Finance Director on 11/1/2017

Department Reports





Staff Report

**Economic
Development
Update**

Date of Meeting: November 14, 2017 **Date** **Prepared:**
November 02, 2017

Staff Work By: Tim Kerigan, Economic Development Liaison

Update

In July 2017, upon request of Economic Development Liaison Tim Kerigan along with Rocky Lane of Sanford Holshouser, Council approved to continue to engage the Scope of Work with Sanford Holshouser for Implementation of the Strategic Economic Development Update Action Items that originally began in August 2016.

Since August of 2016, 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 Activities and Progress 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 SEPT/OCT 2017

1. Scheduled a tour of the of the OTH by Dr. David Johnson and Dr. Darryl McGraw of Johnston Community College to evaluate the space for potential use by the college for one of their programs. Time will be set aside at the same time to review previously identified projects and how the town can support the College in their efforts in those respective areas.
2. Dr. Christy Raulli, Associate Director of the Development Finance Initiative, UNC School of Government met with town officials and toured the community to determine if a project could be identified that would be a match for their consulting services.
3. Met with Chris Johnson to discuss product development and the progress of securing the properties that make up the potential industrial park west of the town. Chris noted that all the key parcels save one have been secured. Approaching the owners of that parcel has been delayed due to some family issues. Chris stated that those issues will soon be over and a person close to the owners has agreed to present the concept and solicit their participation in the project. The next steps after that would be to move toward certification. Other sites, that had not been considered before were also identified. These will be evaluated further and the owners will be approached to determine their willingness to partner with the town in marketing their property for industrial purposes.
4. Tim, Mike Fleming, and Rocky discussed the various committees of the SEDAC and the ways that the town's economic development program could work closer with those groups. It was agreed that we should meet with those committees periodically to provide updates on activities relevant to their purposes.
5. The Strategic Communications Plan is still incomplete. One flyer focused on residential builders has been submitted for review. A second piece, a general information flyer has been received and corrections and edits have been returned to ElectriCities for finalization. These two pieces are a great deal less than what was discussed and expected to be involved in the SCP. We are scheduling a meeting with Brenda Daniels to discuss the status of the Plan and what our next steps should be. In the meantime, a grant application has been submitted to ElectriCities to develop and produce marketing pieces on our own.
6. Recruitment strategies for attracting a brewery are being developed. Several resources and contacts, as well as a grant source to support such a focused effort have been identified. Meetings to discuss the effort and the funding program are being scheduled with the granting agency.
7. A monthly existing industry visitation calendar is being developed.

8. A meeting with Tony Nixon, who was identified as the person who could provide sound insight on the Community needs, opportunities and challenges to community development in East Smithfield has been scheduled for 24OCT17.
9. Tim and Rocky discussed 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 most current Strategic Plan Implementation Progress Matrix.

SMITHFIELD STRATEGIC PLAN IMPLEMENTATION-20OCTT17

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. Tim attends Chamber meetings regularly	
			Commercial Realtors		Maintaining on-going contact with realtors.	
			SEDAC		Maintaining on-going contact with SEDAC.	Identify ways to work closer with the SEDAC and its committees
			East Smithfield		Identified Tony Nixon as the person that would best be able to assist in the identification of needs in the community	A meeting with Tony Nixon has been scheduled for 24OCT17.
			Business Community		Meeting with business community via BRE program.	Additional meetings with the business community are being scheduled via BRE activities.

ACTIVITY		TASK	PARTNER	RESOURCES NEEDED	STATUS	NOTES
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.	
		Schedule visitations			Visitations have begun and will be on-going.	A monthly existing business visitation calendar has been established.
		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		Met with Chris Johnson and discussed business attraction and expansion issues, including product and workforce.	Product development will be a focus including the recertification of sites and the identification and certification of additional properties.

ACTIVITY		TASK	PARTNER	RESOURCES NEEDED	STATUS	NOTES
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 - Tony Nixon		Tony Nixon of the East Smithfield Improvement organization was identified as the best person to contact re: to East Smithfield issues. A meeting will be scheduled with Tony to begin discussions	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			

ACTIVITY		TASK	PARTNER	RESOURCES NEEDED	STATUS	NOTES
	Conduct a Visioning/Branding process					
			ElectriCities/ Business Community/ SEDAC/East Smithfield		Town Council agreed to move forward with the development of the Strategic Communication Plan at their 07MAR17 meeting and a draft is being prepared by ElectriCities for review.	The Strategic Communications Plan has still not been received. One marketing piece, a general marketing flyer has been submitted and corrections have been returned to ElectriCities. A meeting will be scheduled with Brenda Daniels in November to discuss status of the Plan and decide on next steps. The Grant applications to facilitate production of marketing materials on our own has been submitted.
					A decision on what level of Visioning/Branding effort the town feels is appropriate will be made after a review of the SCP.	
					A decision on what level of Visioning/Branding effort the town feels is appropriate will be made after a review of the SCP.	

ACTIVITY		TASK	PARTNER	RESOURCES NEEDED	STATUS	NOTES
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	All but one parcel of a potential industrial park has been secured for certification and marketing purposes. Approaching the owners' of the remaining parcel has been delayed for confidential matters, but should move forward in the very near future.
					Two other properties with potential to be developed for industrial uses have been identified and efforts are underway to contact their owners.	Efforts continue to contact and engage landowners of remaining key parcels.
Downtown Redevelopment						
	Renovation and redevelopment of Downtown properties	Redevelopment of the former Town Hall			Met with Sarah Edwards and discussed the status of the Old Town Hall initiative.	The Old Town Hall is the subject of a redevelopment project by a UNC SOG graduate student class.

ACTIVITY		TASK	PARTNER	RESOURCES NEEDED	STATUS	NOTES
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 marketing flyer has been reviewed and returned with a few edits. The time frame for delivery of the SCP has been much longer than what was anticipated from initial meetings. This will be discussed in the upcoming meeting with Brenda Daniels.
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			A tour of the OTH by Dr. Johnson and Dr. McGraw has been scheduled for 24OCT17 to determine if the space may be suitable for use by the College. A regular schedule of follow-up meetings to review collaborative efforts and opportunities will be established.

ACTIVITY		TASK	PARTNER	RESOURCES NEEDED	STATUS	NOTES
Incentives						
		Review the Town's Incentives to assess the Town's competitiveness				Gathering information on incentive programs offered by communities in Johnston County and selected others that have similarities to Smithfield
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.	
					The OTH was adopted by a graduate class of the UNC School of City and Regional Planning.	Christy Rauli, Associate Director of the Development Finance Initiative, UNC School of Government met with town officials and toured the community to determine if a project could be identified that would be a match for their consulting services.
			202			

ACTIVITY		TASK	PARTNER	RESOURCES NEEDED	STATUS	NOTES
Retail Development						
		Expanding the Retail offerings of the Town	ElectriCities-Retail Strategies		Discussions were held with a retail developer that has an interest in the town for a project.	
Public Education						Tim met with Supt. Renfro to discuss the Smithfield Economic Development program and explore areas of collaboration and support



FINANCE DEPARTMENTAL REPORT FOR SEPTEMBER, 2017

SUMMARY OF ACTIVITIES:

Daily Collections/Property Taxes/Other	\$3,061,563
Franchise Tax.....	248,272
Sales & Use Tax.....	219,981
Powel Bill.....	<u>161,572</u>
Total Revenue	\$3,691,388

Expenditures: General, Water, Electric and Firemen’s Fund..... \$3,221,988

FINANCE:

- Compiled and submitted monthly retirement report on 9/30/2017
- Issued 82 purchase orders – Aug. data
- Processed 838 vendor invoices for payment and issued 465 accounts payable checks – Aug data
- Prepared and processed 2 regular payrolls. Remitted federal and state payroll taxes on 9/8/2017 and 9/22/2017
- 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 \$10,374. 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 \$0 in grass cutting invoices. Total collected to date is \$7,026
- Processed 19 NSF Checks (Utility and SRAC)
- Bad debt calendar year-to-date collections total \$32,895 (EMS = \$10,424; SRAC = \$5,243; Utility= \$16,864; and Other = \$364).
- Invoiced three (3) grave openings for a total of \$2,100
- Invoiced Smithfield Housing Authority and Johnston Community College for Police Security

FINANCE DIRECTOR

- Attended Town Council Meeting on September 5, 2017
- Participated in biweekly meetings with Tyler Technologies on 9/6/2017 and 9/20/2017 to discuss records management system (RMS)
- New Auditor, TPSA onsite 9/14/2017
- Prepared and responded all month to numerous audit request
- Met with PNC Bank Rep to review and discuss SRAC Merchant Services
- Prepared Powell Bill account reconciliation on 9/18/2017
- Prepared transaction data (line by line) for Tyler conversion for FY17, then YTD for FY18
- Throughout the month of July, August, and September the Finance Director has been preparing and responding to an extensive list of request from our new auditors, TPSA.



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

	September	Calendar Year to date
Town Council		
Rezoning	0	2
Conditional Use	0	7
Ordinance Amendment	0	3
Major Subdivisions	0	0
Annexations	0	0
Special Events	3	9
Planning Board		
Rezoning	1	3
Condition Use	0	7
Ordinance Amendment	0	3
Subdivisions	0	0
Annexations	0	0
Major Site Plan	1	1
Board of Adjustment		
Variance	0	1
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 September 2017

		Permit Fees	Permits Issued
Site Plan	Minor Site Plan	\$25.00	1
Zoning	Land Use	\$1,450.00	23
Zoning	Sign	\$250.00	5
Report Period Total:		\$1,725.00	29
Fiscal YTD Total:		\$4,325.00	68

Z17-000160	Zoning	Land Use	Art Gallery	329 East Market Street
Z17-000161	Zoning	Sign	52.25 Sq Ft Monument Sign	817 South Brightleaf Boulevard
Z17-000162	Zoning	Land Use	Smithfield Family Dentistry	910 South Brightleaf Boulevard
Z17-000163	Zoning	Land Use	12'X12' Storage Building	56 Franklin Drive
SP17-000044	Site Plan	Minor Site Plan	Class B Manufactured Home	2161 GALILEE Road
Z17-000164	Zoning	Land Use	Brian Wilkins	410 South Fifth Street
Z17-000165	Zoning	Land Use	FJ's Soul Food Cafe	320 STANCIL Street
Z17-000166	Zoning	Land Use	SFD Addition	111 Parkway Drive
Z17-000167	Zoning	Land Use	New Single Family Dwelling Lot 15	159 Bella Square
Z17-000168	Zoning	Land Use	New Single Family Dwelling Lot 16	169 Bella Square
Z17-000169	Zoning	Land Use	New Single Family Dwelling Lot 17	177 Bella Square
Z17-000170	Zoning	Land Use	New Single Family Dwelling Lot 18	187 Bella Square
Z17-000171	Zoning	Land Use	New Single Family Dwelling Lot 19	199 Bella Square
Z17-000172	Zoning	Land Use	New Single Family Dwelling Lot 20	211 Bella Square
Z17-000173	Zoning	Land Use	New Single Family Dwelling Lot 21	221 Bella Square
Z17-000174	Zoning	Land Use	New Single Family Dwelling Lot 22	231 Bella Square
Z17-000175	Zoning	Land Use	New Single Family Dwelling Lot 23	244 Bella Square

Z17-000176	Zoning	Land Use	New Single Family Dwelling Lot 24	251 Bella Square
Z17-000177	Zoning	Land Use	Centenary United Methodist	140 East Market Street
Z17-000178	Zoning	Land Use	Carla's Classy Looks Salon	117 North Third Street
Z17-000179	Zoning	Sign	Carla's Classy Looks Salon	117 North Third Street
Z17-000180	Zoning	Sign	Flex Affect	311 BRIDGE Street
Z17-000181	Zoning	Sign	Hollywood Nails Salon	721 North Brightleaf Boulevard
Z17-000182	Zoning	Sign	PRO IMAGE SPORTS	1025 OUTLET CENTER Drive
Z17-000183	Zoning	Land Use	SFD SCREEN PORCH ADDITION	710 PACKING PLANT Road
Z17-000184	Zoning	Land Use	Roost Southern Provisions with Thai Por	517 Outlet Center Drive
Z17-000185	Zoning	Land Use	16X70 Mobile Home	3974-H US Hwy 70 Business
Z17-000186	Zoning	Land Use	Emergency Reconstruction	212 West Turlington Street
Z17-000187	Zoning	Land Use	SFD Existing Residence/ Storm Damage	211 East Heath Avenue



**TOWN OF SMITHFIELD
POLICE DEPARTMENT
MONTHLY REPORT
MONTH ENDING September 30, 2017**

I. STATISTICAL SECTION

Month Ending September 30, 2017	Sept 2017	Sept 2016	Total 2017	Total 2016	YTD Difference
Calls For Service	1832	1622	17266	15206	2060
Incident Reports Completed	141	165	1405	1666	-261
Cases Closed	87	107	968	1348	-380
Accident Reports	68	70	636	650	-14
Arrest Reports	96	140	1023	1204	-181
Burglaries Reported	6	8	88	119	-31
Drug Charges	22	42	262	351	-89
DWI Charges	6	8	81	80	1
Citations Issued	142	156	1655	1838	-183
Speeding	16	20	381	380	1
No Operator License	32	46	381	387	-6
Registration Violations	33	7	254	131	123

II. PERSONNEL UPDATE

Two officers were hired during September and will be starting Field Training shortly. The department has filled all vacancies at this time, with one employee still in Basic Law Enforcement Training. Kathy Russell has announced her retirement in December and applications for the Administrative Support Services are being taken at this time.

III. MISCELLANEOUS

Mandatory in-service training was continued in September. The Family Life Center has been completed and is ready to be opened. The department has been involved in numerous community events during the month of June. In one event the agency received an award for Best In Show for our patrol car.

REPORTED UCR OFFENSES FOR THE MONTH OF SEPTEMBER 2017

PART I CRIMES	September			Percent Changed	Year-To-Date		Percent	
	2016	2017	+/-		2016	2017	+/-	Changed
MURDER	0	0	0	N.C.	0	0	0	N.C.
RAPE	0	0	0	N.C.	4	1	-3	-75%
ROBBERY	0	3	3	N.C.	6	19	13	217%
Commercial	0	1	1	N.C.	0	4	4	N.C.
Individual	0	2	2	N.C.	6	15	9	150%
ASSAULT	3	3	0	0%	42	31	-11	-26%
* VIOLENT *	3	6	3	100%	52	51	-1	-2%
BURGLARY	9	6	-3	-33%	116	84	-32	-28%
Residential	5	4	-1	-20%	58	54	-4	-7%
Non-Resident.	2	0	-2	-100%	20	9	-11	-55%
Commercial	2	2	0	0%	38	21	-17	-45%
LARCENY	43	36	-7	-16%	455	376	-79	-17%
AUTO THEFT	1	1	0	0%	18	7	-11	-61%
ARSON	1	0	-1	-100%	3	0	-3	-100%
* PROPERTY *	54	43	-11	-20%	592	467	-125	-21%
PART I TOTAL:	57	49	-8	-14%	644	518	-126	-20%
PART II CRIMES								
Drug	31	37	6	19%	340	250	-90	-26%
Assault Simple	23	11	-12	-52%	123	123	0	0%
Forgery/Counterfeit	1	4	3	300%	33	42	9	27%
Fraud	6	12	6	100%	67	71	4	6%
Embezzlement	0	0	0	N.C.	16	8	-8	-50%
Stolen Property	1	1	0	0%	11	9	-2	-18%
Vandalism	13	5	-8	-62%	74	56	-18	-24%
Weapons	0	3	3	N.C.	16	27	11	69%
Prostitution	0	0	0	N.C.	1	0	-1	-100%
All Other Sex Offens	0	1	1	N.C.	3	11	8	267%
Gambling	0	0	0	N.C.	0	0	0	N.C.
Offn Agnst Faml/Chld	0	0	0	N.C.	2	2	0	0%
D. W. I.	8	5	-3	-38%	76	77	1	1%
Liquor Law Violation	0	0	0	N.C.	15	5	-10	-67%
Disorderly Conduct	3	1	-2	-67%	13	6	-7	-54%
Obscenity	0	0	0	N.C.	1	0	-1	-100%
Kidnap	0	0	0	N.C.	2	0	-2	-100%
All Other Offenses	6	2	-4	-67%	61	70	9	15%
PART II TOTAL:	92	82	-10	-11%	854	757	-97	-11%
===== GRAND TOTAL:	149	131	-18	-12%	1498	1275	-223	-15%

N.C. = Not Calculable



**Town of Smithfield
Fire Department
September, 2017**

I. Statistical Section

Responded to	2017 Sep.	Sep. IN	Sep. OUT	2016 Sep.	2017 IN	2017 OUT	2017 YTD	2016 YTD
Total Structure Fires Dispatched	2	0	2	9	35	34	71	66
Confirmed Structure Fires (Our District)	0	0	0	2	11	7	18	12
Confirmed Structure Fires (Other Districts)	0	0	0	0	0	0	22	7
EMS/Rescue Calls	128	121	7	134	1168	76	1244	1221
Vehicle Fires	0	0	0	1	8	1	9	14
Motor Vehicle Accidents	16	11	5	17	121	27	148	140
Fire Alarms (Actual)	6	5	1	7	88	9	97	79
Fire Alarms (False)	13	11	2	13	75	6	79	82
Misc./Other Calls	23	23	0	23	173	18	191	223
Mutual Aid (Received)	1	0	0	7	0	0	53	79
Mutual Aid (Given)	5	0	0	3	0	0	60	50
Overlapping Calls (Calls at the same time)	14	0	0	23	0	0	266	227
TOTAL EMERGENCY RESPONSES	188	171	17	204	1668	171	1839	1825

* 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**).

	Sep.	YTD
Fire Inspections/Compliance Inspections	31	353
Public Fire Education Programs	2	20
Children in Attendance	112	1,147
Adults in Attendance	15	469
Plans Review Construction/Renovation Projects	3	22
Fire Code Citations	0	0
Fire Lane Citations	0	0
Consultation/Walk Through	29	275
Re-Inspections	25	221

II. Major Revenues

	Sep.	YTD
Inspections	\$1,400.00	\$14,396.00
False Alarms	\$0.00	\$1,050.00
Fire Recovery USA	\$792.00	\$20,181.39
EMS Debt Setoff	\$0.00	\$10,704.01
Haz-Mat I-95 Recovery	\$54,384.77	\$54,384.77

Major Expenses for the Month:

III. Personnel Update:

- We hired three Firefighter positions provided by the FEMA Safer Grant, having there start date on October 2nd 2017.
- Andrew Rhodes
- Blake Capps
- Matthew Blackman

IV. Narrative of monthly departmental activities:

- We participated in many public fire education programs at; the Johnston Health Early Learning Center and the First Baptist Church.
- We participated at SSS for their annual 9-11 ceremony.
- We participated in a Car Show at Performance Tire on West Market St.
- Construction continues on the renovations to Smithfield Fire Station #2 in West Smithfield, it is projected to be completed by early-October.
- We are working to prepare for the upcoming NCDOT, ISO rating inspection, the inspection has been rescheduled for November 6th, 2017. We have received notification this date may be cancelled due to the inspector's health.

**Town of Smithfield
Public Works Department
Sept. 30, 2017**



193 Total Work Orders completed by the Public Works Department

6 Burials, at \$700.00 each = \$4,200.00

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

\$1,000.00 Sunset Cemetery Lot Sales

\$0 Riverside Extension Cemetery Lot Sales

388.77 tons of household waste collected

234 tons of yard waste collected

6.44 tons of recycling collected

Town of Smithfield
Public Works Appearance Division
Cemetery, Landscapes, and Grounds Maintenance
Buildings, Facilities, and Sign Division
Monthly Report
Sept. 30, 2017



I. Statistical Section

- 6 ___ Burials
- 11 ___ Works Orders – Buildings & Facilities Division
- 28 ___ Work Orders – Grounds Division
- 10 ___ Work Orders – Sign Division

II. Major Revenues

Sunset Cemetery Lot Sales:	\$1,000.00
Riverside Ext Cemetery Lot Sales:	\$0.00
Grave Opening Fees:	\$4,200.00
Total Revenue:	\$5,200.00

III. Major Expenses for the Month:

None for the month.

IV. Personnel Update:

None for the month.

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 training was on "Improving Safety Communication Skills", "10 Rules for Workplace Safety" and "Review of Personal Protective Equipment". The Town of Smithfield terminated the existing janitorial contract with JaniKing and entered on Sept. 1, 2017 a one year contract with Coverall Health-Based Cleaning Systems.

Town of Smithfield
Public Works Drainage/Street Division
Monthly Report
Sept. 30, 2017



I. Statistical Section

- a. All catch basins in problem areas were cleaned on a weekly basis
- b. 38 -Work Orders – 30.87 Tons of Asphalt was placed in 38 utility cuts.
- c. Contractor removed two large oak trees that were damaged due to storm. 406 E Lee Street and S 3rd and Davis Street.
- d. Assisted the Fire Department with landscaping at Station #2.
- e. 4 - Work Orders – 480lbs. of Cold Patch was used for 13 Potholes.

II. Major Revenues

None for the month

III. Major Expenses for the Month:

\$3,425 to It's Got to Go tree service for tree removal.

IV. Personnel Update:

None for the month

V. Narrative of monthly departmental activities:

The Public Works safety training was on "Improving Safety Communication Skills", "10 Rules for Workplace Safety" and "Review of Personal Protective Equipment".

**Town of Smithfield
Public Works Department
Sept. 30, 2017 Drainage Report**

Location: 313 S 4th Street "Spring Branch".
Starting Date: 9/6/2017
Completion Date: 9/6/2017
Description: Removed obstructions (Tree and Container) from spring branch for positive drainage.
Man-hours: 4.5hrs.
Equipment: 420 Cat backhoe plus hand tools.
Materials: N/A

Location: 406 E Lee Street.
Starting Date: 9/7/2017
Completion Date: 9/7/2017
Description: Cut down storm damaged Oak Tree from right of way also cut dead wood out of tree beside tree removed.
Man-hours: 8hrs.
Equipment: N/A
Materials: N/A

Location: 105 S Roderick Drive.
Starting Date: 9/8/2017
Completion Date: 9/8/2017
Description: Cleaned up driveway culverts and drainage areas at location.
Man-hours: 4.5hrs.
Equipment: Jet truck plus hand tools.
Materials: N/A

Location: 1140 W Market Street "Performance Tire."
Starting Date: 9/8/2017
Completion Date: 9/11/2017
Description: Delivered 50 traffic cones and 10 roll-out containers for special event.
Man-hours: 4.5hrs.
Equipment: 401 pickup plus trailer.
Materials: N/A

Location: 406 Laurel Drive.
Starting Date: 9/11/2017
Completion Date: 9/11/2017
Description: Removed obstructions from drain line for positive drainage.
Man-hours: 4hrs.
Equipment: Hand tools.
Materials: N/A

Location: N 7th and Caswell, 405 E Holt, 209 N 7th, 213 Holt, 215 Turlington, 316 Forbes, Vermont and Bingham, 272 Hwy 210, Bridge and N 7th, Harris and Collier, 16 British Ct, 4th and North, 1209 Massey, 2117 Michael Lane. 304 Hillside, 51-52-53 Franklin Drive, 1209 S Crescent, 15- 21 Camelia, Midway and 2nd Ave, 617 S 4th, Holt and 5th, 510 N 12th, Holding and Walnut, 1213 North Street, 3rd and Johnston, 2nd Bridge, Galilee and 301, 310 E Johnston, 511 Vermont.
 Starting Date: 9/15/2017
 Completion Date: 9/26/2017
 Description: Repaired 38 utility cuts with I2 Asphalt.
 Man-hours: 80.5hrs.
 Equipment: 420 Cat backhoe, 405 dump truck, 408 flatbed.
 Materials: 30.87 tons of I2 Asphalt mix.

Location: Outlet Center Drive, 410 Canterbury, 108 Caswell, 7th and Caswell.
 Starting Date: 9/13/2017
 Completion Date: 9/26/2017
 Description: Repaired 13 potholes with cold patch.
 Man-hours: 4hrs.
 Equipment: 402 pickup plus hand tools.
 Materials: 8 bags of Perma Patch.

Location: Neuse Charter School.
 Starting Date: 9/13/2017
 Completion Date: 9/14/2017
 Description: Delivered barricades and cones for special event.
 Man-hours: 4hrs.
 Equipment: 312 truck.
 Materials: N/A

Location: 721 Second Ave, 3rd Ave, Midway, MLK, Rand.
 Starting Date: 9/22/2017
 Completion Date: 9/25/2017
 Description: Cut FEMA Lots and Right of ways.
 Man-hours: 14hrs.
 Equipment: Scag inowers and weed eaters.
 Materials: N/A

Location: 3rd and Davis Street.
 Starting Date: 9/25/2017
 Completion Date: 9/25/2017
 Description: Cut down storm damaged Oak Tree from right of way.
 Man-hours: 8hrs.
 Equipment: N/A
 Materials: N/A

Location: Primitive Baptist Church
Starting Date: 9/22/2017
Completion Date: 9/25/2017
Description: Delivered cones and 60 traffic cones and 10 roll-out containers for special event.
Man-hours: 4hrs.
Equipment: 401 pickup plus trailer.
Materials: N/A

Location: Fire Station #2.
Starting Date: 9/28/2017
Completion Date: 9/28/2017
Description: Installed new red mulch and sprayed beds.
Man-hours: 33.25hrs.
Equipment: 905 with dump trailer, 905 flat bed.
Materials: 27 yards of red stained mulch, 3 gallons of mixed round up.

**Town of Smithfield
Public Works Fleet Maintenance Division
Monthly Report
Sept. 30, 2017**



I. Statistical Section

 5 Preventive Maintenances (Scags & Mowers)

 0 North Carolina Inspections

 24 Work Orders

II. Major Revenues

None for the month

III. Major Expenses for the Month:

None for the month

IV. Personnel Update:

Norman Hill shop mechanic is out on short term disability.

V. Narrative of monthly departmental activities:

The Public Works safety training was on "Improving Safety Communication Skills", "10 Rules for Workplace Safety" and "Review of Personal Protective Equipment".

Town of Smithfield
Public Works Sanitation Division
Monthly Report
Sept. 30, 2017



I. Statistical Section

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

- a. Sanitation forces completed 60 work orders
- b. Sanitation forces collected tons 388.77 of household waste
- c. Sanitation forces disposed of 117 loads of yard waste and debris at Spain Farms Nursery. Also, hauled for Wildlife Commission 23 loads of waste dirt, 4 loads of concrete and 6 loads of tree debris from boat ramp to Spain Farms Nursery.
- d. Recycled 1.88 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 115 scrap tires that was collected at Convenient Site Center
- g. Recycling forces collected 3.94 tons of recyclable plastic
- h. Recycled 2060 lbs. of cardboard material from the Convenient Site Center
- i. A total of 0 gals of cooking oil was collected at the Convenient Site Center
- j. Recycled 3360 lbs. of plastics & glass (co-mingle) from the Convenient Site Center

II. Major Revenues

- a. Received \$115.57 from Sonoco Products for cardboard material
- b. Sold 0 lbs. of aluminum cans for \$0
- c. Sold 2960 lbs. of shredder steel iron for \$162.80 to Omni Source

III. Major Expenses for the Month:

Spain Farms Nursery was paid \$2,880.00 for disposal of yard waste and debris.
Paid Carolina Environmental System \$5,106.00 for roll out containers. Paid Smithfield Diesel \$3,128.00 repairs and labors to replace radiator.

IV. Personnel Update:

Britt Sinclair , Facility Maintenance Worker was promoted to Sanitation Equipment Operator
Don Brown, Sanitation equipment Operator transferred to Water and Sewer Division.

V. Narrative of monthly departmental activities:

The department worked closely with Downtown Development and Parks & Recreation providing traffic control devices and event containers for special events held at the SRAC and downtown. Assisted with barricades for children's safety at the Neuse Charter School, September 14, 2017 The Public Works safety training was on "Improving Safety Communication Skills", "10 Rules for Workplace Safety" and "Review of Personal Protective Equipment".
Community Service Workers worked 96.07 hours of service.
Temporary labor hired until permanent position is filled.



PARKS AND RECREATION

MONTHLY REPORT FOR SEPTEMBER, 2017

PROGRAMS STATISTICS

NUMBER OF PROGRAMS	11
TOTAL ATHLETICS PARTICIPANTS	388
TOTAL NON/ATHLETIC PARTICIPANTS	394
NUMBER OF GAMES PLAYED	160
TOTAL NUMBER OF PLAYERS (GAMES)	1638
NUMBER OF PRACTICES	24
TOTAL NUMBER OF PLAYER(S) PRACTICES	1031

	SEPTEMBER, 2017	17/18 FY YTD	SEPTEMBER, 2016	16/17 FY YTD
PARKS RENTALS	26	74	36	78
USERS (PARKS RENTALS)	2505	11519	2220	4897
TOTAL UNIQUE CONTACTS	5,568			

FINANCIAL STATISTICS	SEPTEMBER, 2017	17/18 FY YTD	SEPTEMBER, 2016	16/17 FY YTD
PARKS AND RECREATION REVENUES	\$ 7,820.00	\$ 28,602.00	\$ 5,414.00	\$ 17,304.00
PARKS AND RECREATION EXPENDITURES (OPERATIONS)	\$ 54,489.00	\$ 169,007.00	\$ 59,878.00	\$ 156,266.00
PARKS AND RECREATION EXPENDITURE (CAPITAL OUTLAY EQUIP)	\$ -	\$ 1,728.00	\$ -	\$ 31,259.00

HOSTED TWO USSSA GIRLS SOFTBALL TOURNAMENTS WITH 384+ PLAYERS AND 775+ SPECTATORS
 WAS AWARDED THE 2019 TAR HEEL LEAGUES, INC BASEBALL STATE TOURNAMENTS



**SMITHFIELD RECREATION
AND AQUATICS CENTER**

SRAC MONTHLY REPORT FOR SEPTEMBER, 2017

PROGRAMS STATISTICS

NUMBER OF PROGRAMS	27
TOTAL CONTACT WITH PROGRAM PARTICIPANTS	1653

	SEPTEMBER, 2017	17/18 FY YTD	SEPTEMBER, 2016	16/17 FY YTD
SRAC MEMBER VISITS	4899	17602	5083	17363
DAY PASSES	439	3504	298	3939
RENTALS (SRAC)	42	146	26	142
USERS (SRAC RENTALS)	2056	7402	1440	9389
TOTAL UNIQUE CONTACTS	9,047			

FINANCIAL STATISTICS

	SEPTEMBER, 2017	17/18 FY YTD	SEPTEMBER, 2016	16/17 FY YTD
SRAC REVENUES	\$ 47,508.00	\$ 187,547.00	\$ 57,143.00	\$ 193,657.00
SRAC EXPENDITURES	\$ 82,894.00	\$ 238,420.00	\$ 54,361.00	\$ 218,416.00
SRAC MEMBERSHIPS	3238			



- **Statistical Section**

- Electric CP Demand 25,482 Kw relative to August's demand of 27,499 Kw.
- Electric System Reliability for was 99.976%, with three (3) recorded outage; relative to August's 99.854%.
- Raw water treated on a daily average was 3.451 MG relative to 3.762 MG for August; with maximum demand of 3.821 MG relative to August's 5.058 MG.
- Total finished water to the system was 96.398 MG relative to August's 109.239 MG. Average daily for the month was 3.110 MG relative to August's 3.3524 MG. Daily maximum was 3.561 MG (September 21st) relative to August's 4.321 MG. Daily minimum was 2.708 MG (September 30th), relative to August's 2.888 MG.

- **Miscellaneous Revenues**

- Water sales were \$221,645 relative to August's \$232,532
- Sewer sales were \$310,729 relative to August's \$304,661
- Electrical sales were \$1,437,214 relative to August's sales of \$1,553,907
- Johnston County Water purchases were \$120,943 for 60.471 MG relative to August's \$101,877 for 67.918 MG.

- **Major Expenses for the Month**

- Electricity purchases were \$1,032,066 relative to August's \$1,150,580
- Johnston County sewer charge was \$124,748 for 39.621 MG relative to August's \$126,417 for 42.877 MG.

- **Personnel Changes –**

- Don Brown began employment as Utility Line Mechanic on September 18, 2017
- Brandon Creech began employment as Electric Line Technician on September 18, 2017



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

I. Statistical Section

- Street Lights repaired -37
- Area Lights repaired -19
- Service calls – 28
- Underground Electric Locates -149
- Poles changed out, installed or removed 2
- Underground Services Installed/Repaired -3

II. Major Revenues

- N/A

III. Major Expenses for the Month:

- N/A

IV. Personnel Update:

- Utility Dept. had a Safety meeting on Blood Borne Pathogens.

V. Miscellaneous Activities:

- Continuing to cut Power line Right-of-Way.
- Helped Street Dept. remove Flags.
- Helped Street Dept. remove limbs hanging over streets & sidewalks.



WATER & SEWER

SEPTEMBER 2017 MONTHLY REPORT

● DISCONNECT WATER	5
● RECONNECT WATER	1
● TEST METER	0
● TEMPORARY METER SET	1
● DISCOLORED WATER CALLS	4
● LOW PRESSURE CALLS	2
● NEW/RENEW SERVICE INSTALLS	3
● LEAK DETECTION	21
● METER CHECKS	38
● METER REPAIRS	9
● WATER MAIN/SERVICE REPAIRS	10
● STREET CUTS	8
● REPLACE EXISTING METERS	22
● INSTALL NEW METERS	0
● FIRE HYDRANTS REPAIRED	1
● FIRE HYDRANTS REPLACED	1
● SEWER REPAIRS	6



MONTHLY WATER LOSS REPORT

AUGUST, 2017

Meters with slow washer leaks

(3)- ¾" Line, 1/8" hole – 2day

(3)- ¾" Line, 1/16" hole – 1days

2" Line, 1/8" hole – 3 days

6" Line full shear – 3hrs

2" Line, Slow drip – 2weeks

Fire hydrant slow leak, 3days

Smithfield Water Plant
Distribution Sampling Site Plan

Hydrant Flushing
1,384,815

Street Name	Date	Chlorine	Time	Gallons	Psi	Street Name	Date	Chlorine	Time	Gallons	PSI
Stephson Drive	09/13/17	3	15	15930	10	North Street	09/15/17	1.8	15	15930	
Computer Drive	09/13/17	3	15	7965	10	West Street	09/13/17	2.8	15	71220	50
Castle Drive	09/13/17	3	15	7965	10	Regency Drive	09/15/17	1	45	58500	60
Parkway Drive	09/13/17	2.5	15	63720	40	Randers Court	09/15/17	1	25	26550	40
Garner Drive	09/13/17	2.5	15	7965	10	Noble Street	09/14/17	1	30	31680	
Hwy 210 LIFT ST.	09/13/17	3	15	7965	10	Fieldale Dr#1(L)	09/14/17	1	30	31860	40
Skyland Drive	09/13/17	3	15	7965	10	Fieldale Dr#2(R)	09/14/17	1	30	31860	40
Bradford Street	09/13/17	0.5	15	7965	10	Heather Court	09/15/17	1	30	31860	40
Kellie Drive	09/13/17	1	15	15930	10	Reeding Place	09/15/17	1	30	31860	40
Edgewater	09/13/17	0.5	15	7965	10	East Street	09/13/17	3	15	63720	40
Edgecombe	09/13/17	0.5	15	31860	40	Smith Street	09/14/17	3.4	15	7965	
Valley Wood	09/13/17	0.5	15	15930	40	Wellons Street	09/13/17	1.9	15	15930	40
Creek Wood	09/13/17	0.5	15	15930	40	Kay Drive	09/13/17	3	15	77970	15
White Oak Drive	09/13/17	0.5	15	10620	10	Huntington Place	09/07/17	1.2	15	31860	
Brookwood Drive	09/13/17	0.5	15	5310	10	N. Lakeside Drive	09/07/17	1	15	38985	15
Runnymede Place	09/13/17	0.8	15	5310	10	Cypress Point	9/7/17	1.2	15	34890	12
Nottingham Place	09/13/17	0.5	15	10620	10	Quail Run	9/7/17	1	15	31860	
Heritage Drive	09/13/17	0.5	15	5310	10	British Court	9/7/17	1.2	15	31860	
Noble Plaza #1	09/13/17	0.5	15	10620	10	Tyler Street	9/7/17	1.4	15	142440	60
Noble Plaza #2	09/13/17	0.5	15	10620	10	Yelverton Road	9/7/17	2.8	15	15930	40
Pinecrest Street	09/13/17	0.5	15	10620	10	Ava Gardner	09/13/17	0.5	15	47990	
S. Sussex Drive	09/13/17	0.5	15	7965	10	Waddell Drive	9/11/17	2.5	15	7965	10
Elm Drive	09/13/17	2.5	15	5310	10	Henly Place	9/11/17	3	15	34890	12
Bradford Street	09/13/17	0.5	15	7965	10	Birch Street	9/11/17	2	15	34890	12
Coor Farm Supply	09/13/17	3	15	10620	10	Pine Street	9/7/17	2.5	15	38985	15
Old Goldsboro Rd.	09/13/17	3	30	10620	10	Oak Drive	9/7/17	2.5	15	37695	14
Hillcrest Drive	09/13/17	3.4	15	13275	10	Cedar Drive	9/7/17	2	15	31860	10
Eason Street	09/14/17	1.2	15	26550	40	Aspen Drive	9/7/17	2	15	34890	12
Magnolia circle	09/15/17	1.2	15	7965	10	Furlonge Street	9/8/17	3	15	34890	12
Rainbow Drive	09/13/17	1.2	15	26000	60	Golden Corral	9/7/17	3	15	10080	16
Rainbow Circle	09/13/17	1.2	15	19500	60	Holland Drive	09/13/17	0.5	15	16250	15
Moonbeam Circle	09/13/17	1.6	15	19500	60	Davis Street	9/11/17	3	15	8715	12
Ray Drive	09/13/17	1.8	15	26550	40	Caroline Ave.	09/13/17	3	15	63720	10
Will Drive	09/13/17	1.6	15	84960	40	Johnston Street	9/11/17	3	15	38985	15
Michael Lane	09/13/17	3.2	15	106200	40	Ryans	09/13/17	0.5	15	7965	
Ward Street	09/13/17	1.6	15	15930	40						

**PUMP STATIONS
MONTHLY RUN TIMES**

MONTH: SEPTEMBER 2017

STATION	LOCATION	PUMP 1 RUN TIME	PUMP 2 RUN TIME
1	250 US 70 BUISNESS	54.0	51.4
2	1020 NC HWY 210	24.7	24.8
3	501 LONGVIEW DR	102.7	71.7
4	312 SUNSET DR	61.1	49.6
5	145 STEPHENSON DR	79.3	136.6
6	1535 S BRIGHTLEAF BLVD	6.7	3.5
7	2117 MICHAEL LN	2.0	1.8
8	99 FRANKLIN DR	16.9	17.1
9	417 COLLIER ST	476.4	124.7
10	1501 OLD GOLDSBORO RD	135.0	81.2
11	209 MALLARD ST	construction	construction
12	2636 NC HWY 210	construction	construction
13	111 RAY DR	27.1	25.5
14	230 N EQUITY DR	147.3	1.1
15	127 AVA GARDNER AVE	55.0	29.3
16	101 VENTURE DR	10.8	15.2
17	2120 WALPAT RD	35.3	35.0
18	470 COUNTRY CLUB RD	48.4	48.6

**Town of Smithfield
Water Treatment Plant**

All figures are in MGD.

Sep-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	4.25	23.0	3.769	3.155	0.0920	3.063	81.27
2	3.75	19.5	3.021	2.895	0.0820	2.813	93.11
3	3.75	20.5	3.207	3.052	0.0880	2.964	92.42
4	3.75	18.0	2.660	3.018	0.0920	2.926	110.00
5	4.00	24.0	3.751	3.516	0.0970	3.419	91.15
6	4.00	19.5	3.508	2.914	0.0780	2.836	80.84
7	3.50	23.5	3.441	3.509	0.0840	3.425	99.54
8	3.50	23.0	3.701	3.484	0.0801	3.404	91.97
9	4.00	21.0	3.524	3.495	0.0990	3.396	96.37
10	4.00	19.5	3.058	3.026	0.0840	2.942	96.21
11	3.75	19.0	2.959	3.152	0.0950	3.057	103.31
12	4.00	21.5	3.499	3.258	0.0940	3.164	90.43
13	4.00	20.5	3.279	2.994	0.0810	2.913	88.84
14	4.25	20.5	3.821	3.077	0.0950	2.982	78.04
15	4.25	19.0	3.390	3.299	0.0870	3.212	94.75
16	3.75	21.5	3.563	3.390	0.1020	3.288	92.28
17	3.75	20.5	3.237	3.217	0.0850	3.132	96.76
18	3.75	22.0	3.443	3.488	0.0980	3.390	98.46
19	3.75	24.0	3.748	3.631	0.1020	3.529	94.16
20	3.75	23.0	3.610	3.470	0.0980	3.372	93.41
21	3.75	24.0	3.763	3.646	0.0850	3.561	94.63
22	3.75	24.0	3.724	3.403	0.0930	3.310	88.88
23	3.75	23.0	3.622	3.366	0.0960	3.270	90.28
24	3.75	23.0	3.545	3.453	0.0820	3.371	95.09
25	3.75	21.0	3.279	3.568	0.0970	3.471	105.86
26	3.75	23.5	3.708	3.554	0.0970	3.457	93.23
27	3.75	23.0	3.664	3.473	0.0760	3.397	92.71
28	3.75	24.0	3.778	3.431	0.0820	3.349	88.64
29	4.00	23.0	3.661	3.355	0.0780	3.277	89.51
30	3.50	18.0	2.590	2.796	0.0880	2.708	104.56
31						0.000	#DIV/0!
Total	115.00	649.5	103.523	99.085	2.687	96.398	93.12
Avg	3.83	21.7	3.451	3.303	0.090	3.110	
Max	4.25	24.0	3.821	3.646	0.102	3.561	
Min	3.50	18.0	2.590	2.796	0.076	0.000	