



**TOWN OF SMITHFIELD
TOWN COUNCIL AGENDA
REGULAR MEETING NOVEMBER 10, 2015
7:00 PM**

Call to Order

Invocation

Approval of Agenda

Page

Presentations:

- 1. Proclamation – In Memory of Town of Smithfield Firefighter Christopher “Chris” Daniels**
(Interim Fire Chief – John Blanton) See attached information.....1
- 2. 2015 Public Power Awards of Excellence**
(Chief Operating Officer of Electricities – Roy Jones) See attached information.....3
- 3. Appearance Commission Annual Report**
(Vice Chairperson – Robert Worsham) See attached information.....5
- 4. Youth Mentoring and Community Outreach Program**
(Marquel Gathers of Good Karma Services)
- 5. Administering Oath of Office to new Police Officer – James David Barbour II**
(Mayor – John H. Lampe II) See attached information.....11

Public Hearings:

- 1. Zoning Text Amendment Request by Ross W. Lampe (ZA-15-03):**
The applicant is requesting to amend the Town of Smithfield Unified Development Ordinance, Article 10, Section 10-1, Table of Permitted / Conditional Use Districts to allow for Storage Yards as a conditional use within the B-3 (Highway Entrance Business) zoning district.
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- 2. **Public Hearing in accordance with NCGS 159B-16.1. "Revenues – NCEMPA members" on the proposed rate reduction of the Electric Rates per the Cost of Service and Rate Study by Utility Financial Solutions, LLC.**
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- 4. **Consideration and approval to reclassify the Human Resources Director/ Public Information Officer position and increase the salary of the current employee**
(Interim Town Manager – Jim Freeman) See attached information.....101
- 5. **Bid Award and purchase approval of a 2016 Freightliner Knuckleboom truck to Carolina Environmental Systems** in the amount of \$127,628.00 to be utilized by the Public Works Department, Sanitation Division. This was approved in the FY 2015-2016 budget.
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10. Advisory Board Appointments

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11. New Hire Report
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- Financial Report (See attached information).....207
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- Manager’s Report (Will be provided prior to the meeting)

Closed Session Pursuant to NCGS 143-318.11 (a)(3)

Adjourn

Presentations



PROCLAMATION
In Memory of Smithfield Fire Department
Fire Engineer Christopher Joe Daniels

WHEREAS, on behalf of the Town of Smithfield, we wish to extend our sincere condolences over the passing of Christopher "Chris" Daniels on August 17, 2015; and

WHEREAS, Christopher Daniels' sudden passing leaves our community with a deep feeling of sorrow for the loss of such an honored and respected employee and friend; and

WHEREAS, Christopher Daniels' service was given with such devotion that he earned the respect, admiration and friendship of the citizens and staff of the Town of Smithfield, and our community has sustained a great loss in his passing; and

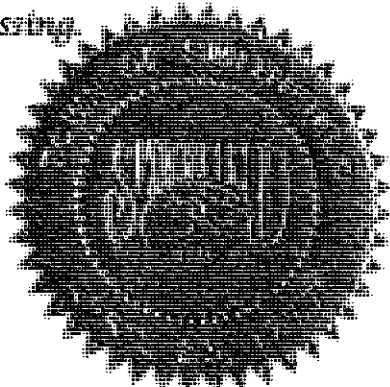
WHEREAS, Christopher Daniels had faithfully served the citizens of the Town of Smithfield since September 2, 2003; and

WHEREAS, In addition to serving on the Smithfield Fire Department, Christopher Daniels faithfully served on the Pine Level Fire Department, the Selma Fire Department and the Thanksgiving Fire Department; and

WHEREAS, Christopher Daniels was a true servant as a member of Branch Chapel Original Free Will Baptist Church where he taught Sunday School and volunteered countless hours to mentor and display his love and devotion to the youth of the church; and

WHEREAS, Christopher Daniels made a positive impact on everyone with whom he came into contact. He was truly a remarkable firefighter, friend and employee that will greatly be missed by all.

NOW, THEREFORE, I, John H. Lampe II Mayor of the Town of Smithfield along with the members of the Town Council, in recognition of Christopher Joe Daniels' many contributions to the Town of Smithfield and its citizens, we hereby express our deep appreciation for his dedication and extend to his family our sincere sympathy upon his passing.



John H. Lampe II, 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 Tenth day of November in the year of our Lord Two Thousand Fifteen.

Press Release



Media Contact: Rebecca Agner, 919.760.6334 or 800.768.7697, ragner@electricities.org
For more information about ElectriCities visit www.electricities.com

2015 NC Public Power Awards of Excellence Announced

Raleigh, NC, Oct. 19, 2015 – Twenty public power communities across the state recently received 2015 Public Power Awards of Excellence. The awards honor outstanding efforts in key areas such as creating a competitive business environment, legislative involvement on public power issues, customer service programs and community energy efficiency promotion. Awards presentations will be made to the local communities this fall.

“We are proud to honor NC Public Power communities through the Awards of Excellence process,” said Graham Edwards, CEO of ElectriCities of North Carolina. “Each day, public power communities strive to bring jobs and investment to their communities, provide superior service to customers and offer highly-reliable electric service. These hard-working employees and leaders are dedicated to the tradition of public power and the 1.2 million citizens we serve in North Carolina.”

Competitive Business Environment

The Competitive Business Environment award recognizes efforts by the city to create a strong business climate, including economic development planning and community/regional partnering, an online economic development presence and focus on key accounts customers.

Farmville, Fayetteville PWC, Granite Falls, Greenville Utilities, High Point, Kings Mountain, Kinston, Lexington, Rocky Mount, Shelby, Tarboro and Wilson.

Energy Efficiency

The Energy Efficiency award recognizes efforts with energy-efficient building programs, energy education, energy audits and weatherization programs.

Concord, Fayetteville PWC, Granite Falls, Greenville Utilities, High Point, Kings Mountain, Kinston, Lexington, Maiden, Newton, Rocky Mount, Shelby, Smithfield, Statesville, Tarboro and Wilson.

Financial Stability

The Financial Stability award recognizes customer options throughout the billing process, including: equal payment programs, alternate payment methods such as online billing and payment, credit card payments and multiple payment locations. This award also recognizes community partnerships to help customers in need and the implementation of new technology within the electric system.

Press Release

Media Contact: Rebecca Agner, 919.760.6334 or 800.768.7697, ragner@electricities.org
For more information about Electricities visit www.electricities.com

Clayton, Concord, Farmville, Fayetteville PWC, Granite Falls, Greenville Utilities, High Point, Kings Mountain, Kinston, Lexington, Maiden, New Bern, Newton, Rocky Mount, Shelby, Smithfield, Tarboro and Wilson.

Legislative Involvement

The Legislative Involvement award recognizes city staff and officials' involvement in the legislative process on issues pertaining to public power. The award recognizes city officials actively engaging with their legislative delegation and participation in Electricities-sponsored events.

Fayetteville PWC, Granite Falls, Greenville Utilities, High Point, Kings Mountain, Rocky Mount, Tarboro and Wilson.

Service Excellence

The Service Excellence award recognizes outstanding efforts by the city to communicate with customers through advertisements, online resources, social media or other community-based methods. The award also addresses emergency communications and community public power celebrations.

Benson, Concord, Farmville, Fayetteville PWC, Granite Falls, Greenville Utilities, High Point, Kings Mountain, Kinston, Lexington, Newton, Rocky Mount, Shelby, Smithfield, Tarboro and Wilson.

Electricities of North Carolina, Inc. (Electricities), North Carolina Municipal Power Agency Number 1 (NCMPA1), North Carolina Eastern Municipal Power Agency (NCEMPA) - More than 70 North Carolina public power communities, municipally owned and operated electric systems, serve more than 1.2 million residential, commercial and industrial customers in North Carolina. Electricities is the service organization that provides customer service and safety training, economic development, emergency and technical assistance, communications, government affairs and legal services to public power communities in North Carolina, South Carolina and Virginia. Electricities provides management services to the state's two municipal Power Agencies: NCMPA1 and NCEMPA. NCMPA1 has 19 member cities in the western part of North Carolina and NCEMPA has 32 member cities in eastern North Carolina. More information about Electricities is available at www.electricities.com or www.overonemillionstrong.com. Electricities news is available on Twitter: @ElectricitiesNC and on Facebook: Electricities of NC.

SMITHFIELD APPEARANCE COMMISSION

Memorandum

To: Town Council and the Town Manager
From: Robert L. Worsham, Vice Chairman
Subject: Annual Report and Detailed Summary of the J.B. George Endowment
Date: September 24, 2015

Please find attached the comprehensive report of activities of the Town of Smithfield Appearance Commission for the year ending June 30, 2015. Also attached is a 2015– 2016 Plan of Work for the Appearance Commission. The J.B. George Endowment summary of the financial activities is also attached.

The Commission has had a busy and successful year. We look forward to continuing the projects of the Commission and making a difference in the appearance of the Town of Smithfield as a whole in the year ahead.

Smithfield Appearance Commission

Completions for 2014-2015

- US Hwy 70 W Beautification Project
 - Worked with our Council representative - Councilman Harris, the Planning Director – Paul Embler on the final design and funding with NC DOT for the Highway 70 W Beautification Project.
 - All design completed, funding secured, landowner agreements obtained, and NC DOT has scheduled project for Fall 2015.
- Neuse Little Theatre – Ironwork
 - Completed the design and concept with Mr. Keuter.
 - Installed the completed Ironwork Railing along Front Street to enhance safety of Theatre visitors, and match the ironwork railing across the street at Centenary Methodist Church parking area.
- Market Street Parking Lot (between Wells Fargo and Simple Twist Restaurant)
 - Removed 8 damaged Bradford Pear trees in parking lot, removed stumps,
 - Purchased and planted 8 Paper Bark Maple trees in parking lot.
- Wells Fargo Back Parking/Driveway Enhancements with Branch Manager
 - Pruned up all holly trees along Second Street to enhance sight line for bank customers, and removed one holly at entrance to improve sight line.
 - Obtained approval from Branch Manager to remove trees along town parking lot and their driveway and replant Paperbark Maples to match new plantings in Town parking lot. Work will be performed in Fall 2015.
- Donate-A-Tree Program
 - To Date – 129 donated trees
 - Received memorials for 14 trees
 - Planted 11 trees – New Installations include:
 - E. Market Street, MLK Boulevard, Fifth Street, Community Park
 - Purchased and install 11 name plates to Town Park plaque.
- Smithfield Crossing Roundabout
 - Developed a Landscaping Plan for the Smithfield Crossing Roundabout.
 - Installed the landscaping on 6/3/2015 by the Public Works department.
- Appearance Commission Nursery
 - Established and received approval for development of the Commission’s nursery to enhance the number of plantings and saving against purchase costs.
 - Obtained approval from Mr. J. George to secure “seed money” for the nursery start-up costs from the two Endowments generated by the George family.

Smithfield Appearance Commission

Completions for 2014-2015

Thank You

- Lenny Branch and the entire Public Works department – could not do this without their tireless dedication and commitment!
- Councilman Harris – for his support/ advice/championing for the AC
- Shannan Williams – for keeping us on track, admin and web support
- Paul Embler and Brent Reck – our dedicated advisors on plans and state advice
- Mayor/City Manager/Town Council – for encouragement and funding
- Mr. Jim George – for his continued support of the Appearance Commission

Smithfield Appearance Commission

Plan of Work 2015 – 2016

- US 70 West Business Entrance Enhancement Project
- Establishment and operation of the Smithfield Appearance Commission Nursery
- Smithfield Crossings Entrance landscaping at W. Market Street
- Donate-A-Tree Program continuation & hold Donor's reception
- Hastings House Landscaping Project
- Cemetery Enhancements
- Further enhancement of Town Hall – *tree plantings*
- Market Street Tree Additions – Fourth Street to Brightleaf Boulevard
- Enhancement planting along S. Brightleaf Boulevard
- Wayfinding project – *continue to support project*
- Continue to work with DSDC on mutual enhancement projects
- Purchase needed replacement American flags and parts

Date: September 13, 2015

To: Mr. John Lampe, Mayor
Mr. Jim Freeman, Interim Town Manager
Ms. Shannan Williams, Town Clerk
Mr. Paul Embler, Planning Director
Councilman Emery Ashley
Councilman Perry Harris
Councilman Marlon Lee
Councilman Andy Moore
Councilman Travis Scott
Councilman Charles A. Williams
Councilman Roger Wood

This **ANNUAL REPORT** is to inform you of the actions taken by the Appearance Commission regarding the **J. B. George Beautification Endowment Fund** for the fiscal year **July 1, 2014 to June 30, 2015**.

The Town has advertised in The Herald four times during the month of April 2015 about the availability of the beautification funds.

There were no applications submitted to the Appearance Commission for fund requests.

The beginning **Endowment balance** on July 1, 2013 was **\$ 107,877.83**.

The **Annual Earned Income** for the year was **\$ 3,150.00***. * This earned income was issued in two revenue checks from the Endowment Fund - \$1,575.00 on 8/14/2014 and \$1,575.00 on 2/2/2015.

There were **Annual Expenditures** of:

\$ 92.96	The Herald publication of JB George Fund availability (4 times in month of April 2015)
\$ 1,925.00	Southern Landscaping Company – purchase of 8 Paperbark Maple Trees for the Town Parking lot at 225 E. Market Street (between Wells Fargo Bank and Simple Twist Restaurant)
\$ 1,000.00	Dennis K. Allen Landscaping - Removal of all damaged Bradford pear trees and stumps for planting of new Paperbark Maple trees
<u>\$ 132.04</u>	Power Mulch Systems – mulch for tree plantings
\$ 3,150.00	TOTAL EXPENDITURES

The ending **Endowment Balance** on June 30, 2015 was **\$ 107,877.83**.

This **ANNUAL REPORT** will be posted on the APPEARANCE COMMISSION page on the Town of Smithfield Website.

If there are any questions, please contact me.

Sincerely,

Robert L. Worsham
Vice Chairman, Smithfield Appearance Commission

**Town of Smithfield
Town Council
Action Form**

Item: Police Swear In

Date of Meeting: November 10, 2015

Date Prepared: October 12, 2015

Staff Work By: Chief Michael L. Scott

Presentation: Presentation/Reports

Presentation:

The police department has hired one new officer to fill an existing vacancy within the police department. James David Barbour II was hired to fill this position. Officer Barbour has been assigned to "D" Team Patrol. Officer Barbour is a long time Johnston County resident who completed his basic law enforcement training at Johnston Community College.

Action Requested:

It is requested Officer Barbour be sworn in and welcomed to North Carolina law enforcement and the Smithfield Community.



OATH OF OFFICE

SMITHFIELD POLICE DEPARTMENT

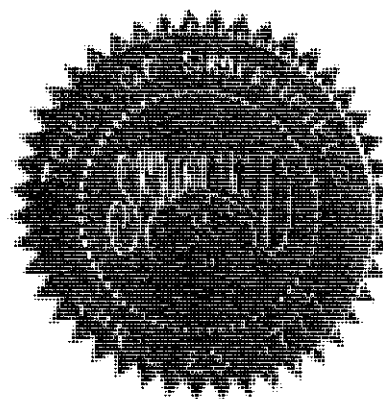
"I, James David Barbour II, the undersigned, do solemnly swear or affirm that I will support the Constitution of the United States; that I will faithfully and bear true allegiance to the State of North Carolina and to the Constitutional powers and authorities which are, or may be established for the 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."

James David Barbour II

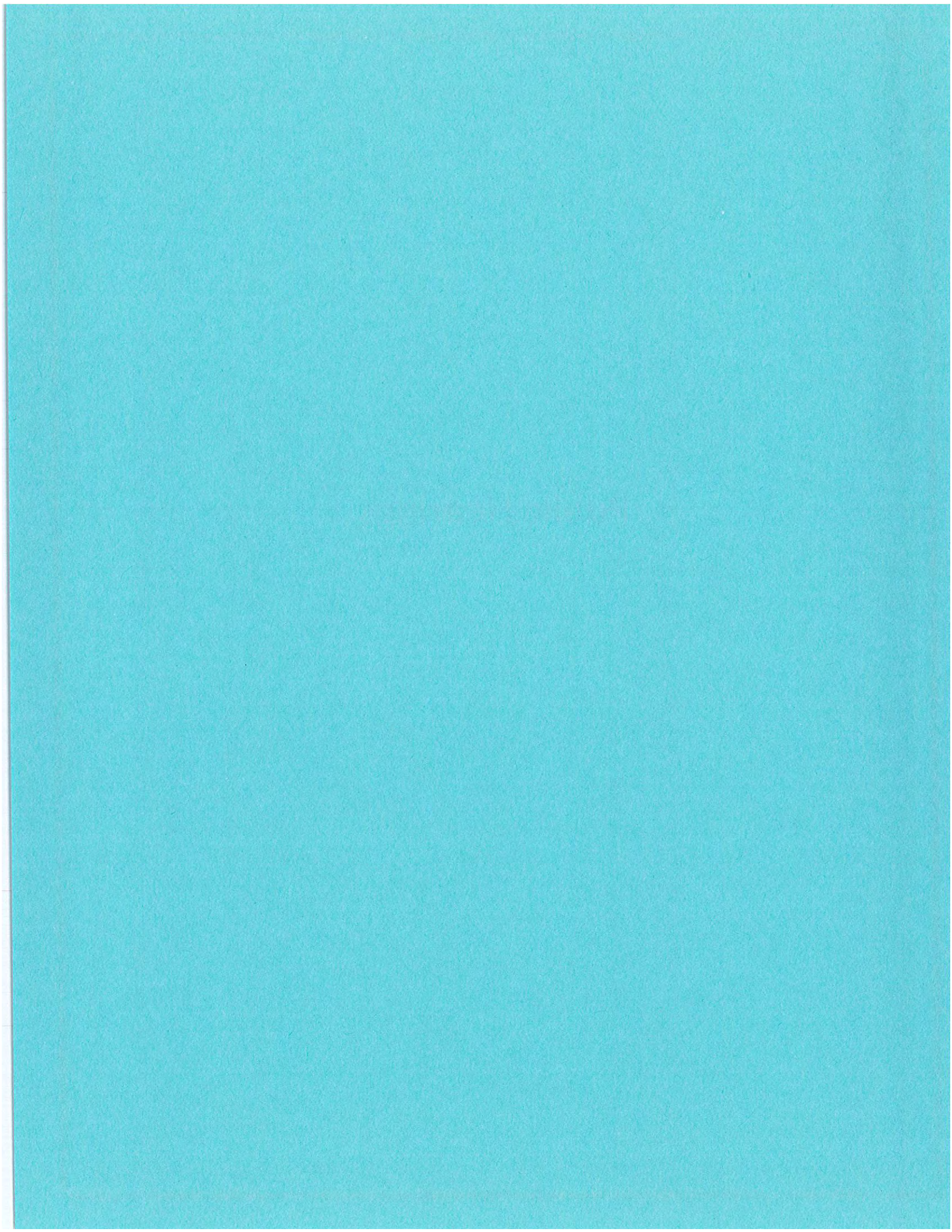
Date

*Oath administered this the
10th day of November, 2015*

John H. Lampe, II., Mayor



Public Hearings



TOWN OF SMITHFIELD
Town Council
Action Form

ZA-15-03 Ross W. Lampe: Mr. Lampe is requesting to amend the Town of Smithfield Unified Development Ordinance, Article 10, Section 10-1, Table of Permitted / Conditional Use Districts to allow for Contractor Vehicle Storage Yards as a conditional use within the B-3 (Highway Entrance Business) zoning district.

Date of Meeting: November 10, 2015

Date Prepared: October 6, 2015

Staff Work By: Mark Helmer

Presentation By: Paul Embler

Petition Description: The applicant is requesting that storage yards be permitted by conditional use in the B-3 (Entrance Highway Business) and B-2 (Business) zoning districts and permitted by right in the HI (Heavy Industrial) zoning district and be limited to contractor storage yards, insurance claim yards for vehicles and holding yards for repossessed vehicles. Storage yards shall be for the purpose of storage only and shall not be used for construction, demolition, salvage, repair, maintenance or any activities other than storage.

In addition to the above, storage yards shall be held to the following minimum development standards.

1. Storage yards shall be limited to a maximum size of 3 acres not including the access drive.
2. Storage yards shall be located at least 300 feet from the public street right of way.
3. Storage yards shall be accessed by a minimum 24 foot wide drive. The first 75 feet of the drive from the public street shall be paved to Town standards, the remainder of the drive and the storage yard can either be paved or graveled to Town standards.
4. Any individual vehicles shall not remain more than 180 days in either an insurance claim yard for vehicles or a holding yard for repossessed vehicles.
5. All storage yards shall be enclosed in a minimum 6 foot high galvanized schedule 40 chainlink fence with 9 gauge fabric, two strains of barbed wire and lockable gates.
6. The fenced perimeter of the storage yard shall be screen from public view by an opaque evergreen vegetative screen that will reach a mature maintained height of at least 6 feet within three years of planting. This opaque evergreen vegetative screen shall be in addition to the normal landscape requirements set forth in the Article 18 of the Unified Development Ordinance.

Planning Board Recommendations: The Planning Board, at its October 1, 2015 meeting, voted to recommend denial of the zoning text amendment to allow for contractor storage yards, insurance claim yards for vehicles and holding yards for repossessed vehicles on unpaved lots within the B-3 (Entrance Highway Business) and B-2 (Business) and HI (Heavy Industrial) zoning districts. (5-2 vote to recommend denial)

Town Council Action Requested: The Town Council is requested to review the petition, conduct a public hearing and make a decision for a zoning text amendment that will allow for contractor storage yards, insurance claim yards for vehicles and holding yards for repossessed vehicles on unpaved lots within the B-3 (Entrance Highway Business) and B-2 (Business) and HI (Heavy Industrial) zoning districts.

DRAFT ORDINANCE # _____
TO AMEND THE TOWN OF SMITHFIELD UNIFIED DEVELOPMENT
ORDINANCE, ARTICLE 10, SECTION 10-1, TABLE OF
PERMITTED/CONDITIONAL USE DISTRICTS AND 10-2 NOTES TO
TABLE OF PERMITTED USES/CONDITIONAL USES

BE IT ORDAINED by the Town Council of the Town of Smithfield that Article 10, Section 10-1, Table of Permitted/Conditional Use Districts, Districts to allow for storage yards as a conditional use within the B-3 Entrance Highway Business and B-2 (Business) zoning districts and as use permitted by right in the LI (Light Industrial) zoning district and shall read in its entirety as follows:

(Excerpt from Permitted Use Chart)

ARTICLE 10. TABLE OF PERMITTED / CONDITIONAL USE DISTRICTS																	
PERMITTED USES	ICS*	R-6	R-8	R-10	R-20A	R-MH	PUD**	RHO***	O/I	B-1	B-2	B-3	ECOD***	LI****	HI****	AD	OS
STORAGE YARDS											☒	☒			☒		

BE IT ALSO ORDAINED by the Town Council of the Town of Smithfield that a new note be added to Article 10, Section 10-2, Notes to Table of Permitted Uses / Conditional Uses and shall read in its entirety as follows:

Note 20. Storage Yards

- A. **Storage Yard Limitations.** Storage yards shall be limited to contractor storage yards, insurance claim yards for vehicles and holding yards for repossessed vehicles. Storage yards are for the purpose of storage only and shall not be used for construction, demolition, salvage, repair, maintenance or other activities other than storage.
- B. **Storage Yard Restrictions.**
 1. Storage yards shall be limited to a maximum size of 3 acres not including the access drive.
 2. Storage yards shall be located at least 300 feet from the public street right of way.
 3. Storage yards shall be accessed by a minimum 24 foot wide drive. The first 75 feet of the drive from the public street shall be paved to Town standards, the remainder of the drive and the storage yard can either be paved or graveled to Town standards.
 4. Any individual vehicles shall not remain more than 180 days in either an insurance claim yard for vehicles or a holding yard for repossessed vehicles.

5. All storage yards shall be enclosed in a minimum 6 foot high galvanized schedule 40 chainlink fence with 9 gauge fabric, two strains of barbed wire and lockable gates.

6. The fenced perimeter of the storage yard shall be screened from public view by an opaque evergreen vegetative screen that will reach a mature maintained height of at least 6 feet within three years of planting. This opaque evergreen vegetative screen shall be in addition to the normal landscape requirements set forth in the Article 18 of the Unified Development Ordinance.

Duly adopted this the 10th day of November 2015.

John H. Lampe II, Mayor

ATTEST:

Shannan L. Williams, Town Clerk

DRAFT
Smithfield Planning Board Minutes
Thursday, October 1, 2015
6:00 P.M., Town Hall, Council Room

Members Present:

Chairman Eddie Foy
Vice-Chairman Stephen Upton
Daniel Sanders
Gerald Joyner (Alt)
Mark Lane
Jack Matthews
Teresa Daughtry

Members Absent:

Staff Present:

Mark Helmer, Senior Planner
Veronica Hardaway, Administrative Support Specialist

Staff Absent:

CALL TO ORDER

APPROVAL OF MINUTES FROM SEPTEMBER, 2015.

Stephen Upton made a motion, seconded by Daniel Sanders to approve the minutes as written. Unanimous.

Chairman Foy identified Gerald Joyner as a nonvoting member of the Board due to no absences. Chairman Foy encouraged Mr. Joyner to participate in the proceedings despite not having a formal vote.

Public Hearings:

After all persons giving testimony were duly sworn.

RZ-15-05 Steven H. Gower:

Mr. Foy opened the public hearing.

Mr. Helmer stated the applicant is requesting to rezone approximately 47.78 acres of land from the R-20A (Residential-Agricultural) zoning district and the B-3 (Highway Entrance Business) zoning district to the LI (Light Industrial) zoning district. The property considered for rezoning is located on the east side of US 70 Highway Business West approximately 220 feet north of its intersection with Cloverdale Drive. The property is further identified as Johnston County Tax ID# 17J08004.

Mr. Helmer stated the property considered for a rezoning contains environmentally sensitive areas to include wetlands and the Little Poplar Creek floodplain. The property is also located

within the watershed protected area of the Town of Smithfield. Any further development proposal will be encouraged to limit encroachment into these areas and to maintain a maximum built upon are of 24% or less.

Mr. Helmer stated the property proposed for rezoning is currently being used for agricultural endeavors. The property contains 1 residential structure and 2 accessory structures which are located on the northeast side of the property. The eastern most property boundary is the approximate centerline of Little Poplar Creek. The 110 lot residential subdivision of Whitley Height is adjacent to and south of the property considered for rezoning. The 62 lot residential subdivision of Wedgewood is not adjacent to the property proposed for rezoning but is in close proximity and located to northeast and just across Little Poplar Creek. Adjacent to and north of the property considered for rezoning is an existing LI (Light Industrial) zoning district which is approximately 45 acres in area. Existing tenants include North American Van Lines located in a 70 thousand square foot facility and Technion Studio located in a 55 square foot facility. Other Light Industrial parks in the area include an unnamed facility that is the home of OPW Containment and Airport Industrial Park located off Swift Creek Road and adjacent to the airport. All of these facilities are located within the Town of Smithfield Planning and Zoning Jurisdiction.

Mr. Helmer stated the proposed rezoning to the LI (Light Industrial) zoning district is not consistent with the Strategic Growth Plan which recommends the property be zoned for low density residential development. However the property adjacent to an existing LI zoning district and the proposed rezoning is a logical extension of this district. The rezoning will be consistent with the Town of Smithfield Unified Development Ordinance (UDO) provided that all proposed future land uses and developments are constructed in accordance with minimum development standards. The property considered for a rezoning is located on a major corridor entering the Town from the west and is in close proximity to other like zoning districts. Rezoning this property from residential to a Light Industrial zoning district will not create any compatibility issues with the adjacent residential uses to the south provided that adequate buffers are installed as part of any future land use plan or subdivision. The Town of Smithfield will provide water and sewer, Duke Energy Progress will provide electric.

Mr. Helmer stated the Planning Department recommends approval of the request to rezone approximately 47.78 acres of land from an R-20A (Residential-Agricultural) zoning district and the B-3 (Highway Entrance Business) zoning district to the LI (Light Industrial) zoning district.

The Planning Board is requested to review the petition to rezone approximately 47.78 acres of land from the R-20A (Residential-Agricultural) zoning district and the B-3 (Highway Entrance Business) zoning district to the LI (Light Industrial) zoning district a make a recommendation to Town Council based on the approval criteria for a rezoning.

Mr. Foy asked if anyone wanted to speak for or against the proposed rezoning.

Mr. Helmer stated the proposed project is part of a proposed certified Industrial site being assembled by Johnston County Economic Development Department. The applicant has been

contacted but is not present. Mr. Helmer requested that the Board hear the case despite the applicant not being present.

Daniel Sanders asked if the proposed rezoning was the strip of land between Swift Creek Road and Cloverdale.

Mr. Helmer stated the property is approximately 220 feet north of Cloverdale Drive.

Mr. Foy asked if there was any opposition.

Mr. Helmer stated he was not aware of any opposition.

Daniel Sanders asked how this project would affect the two churches near the property.

Mr. Helmer stated the churches were not notified of the project as they are not immediately adjacent properties.

Mark Lane asked how this property would be compatible to established neighborhood patterns.

Mr. Helmer stated that rezoning the property would not create conflicts providing that any use creating noise, dust, odor, and glare would only be permitted by Town Council as conditional use. The property will also be buffered from the adjacent residential subdivision and will not be accessible from Cloverdale Drive. Mr. Helmer also stated that there are two existing Industrial parks nearby and the current proposal is an expansion of an existing light industrial zoning district.

Teresa Daughtry asked if the applicant owned the large warehouse in that area.

Mr. Helmer stated the applicant does not.

Mark Lane asked if giving up residential land is a good decision.

Mr. Helmer stated the area is appropriate for this project and a residential development may not be the most appropriate use given the property is in such close proximity to the airport.

Mr. Helmer stated that if there is any future interest in a residential project on the subject property, the property could be rezoned back to an appropriate residential zoning district.

Teresa Daughtry asked if there would be any cost to the Town.

Mr. Helmer stated this land is not within the corporate limits and I'm not aware of any cost to the Town.

Mr. Foy stated he was aware it is not required for applicants to be present during the public hearings, however there are questions that need to be answered and would think someone would be representing this project.

Teresa Daughtry stated her concerns about the applicant not being present. She stated that the Board and possibly the neighboring property owners would have questions that only the applicant can answer. Teresa Daughtry stated that given the quasi-judicial nature of the case, she did not feel comfortable giving a recommendation until the applicant or his agent is present for examination.

Lois Cannon, 303 Pelham St. Selma, stated she is the executor of her mother's estate and 108 Cloverdale Drive was left to her and her siblings. She asked how this project would affect the property given that many manufacturing facilities use hazardous materials.

Mr. Helmer stated in LI (Light Industrial) zoning district, heavy chemicals are not used and toxic waste is generally not created. Mr. Helmer also stated the Smithfield Town Council will have approving authority for any future use involving bulk storage of chemicals or fuels.

Lois Cannon asked if the proposed zoning would affect property value in the area.

Mr. Helmer stated that any future manufacturing facility would be required to buffer itself from adjacent land uses.

Daniel Sanders asked if the applicant would have to come back if any changes are made.

Mr. Helmer stated that any future land use requiring a conditional use permit would also require a review and recommendation from the Planning Board.

Teresa Daughtry asked what the protocol is if the applicant isn't present.

Mr. Helmer stated that zoning regulations do not require the applicant to be present however; it is helpful if the applicant is present and all but impossible for any opposition to cross examine if the applicant is not present.

Jack Matthews stated his concerns about the applicant being absent from the proceeding and stated he had questions for the applicant.

Mr. Helmer stated the owner does not live in the area.

Mark Lane stated Chris Johnson should be present as the owner's agent.

Teresa Daughtry made a motion, seconded by Jack Matthews to table RZ-15-05 and continue the public hearing at the next regularly scheduled November meeting. Unanimous.

ZA-15-03 Ross W. Lampe:

Mr. Foy opened the public hearing.

Mr. Helmer stated the Mr. Lampe is requesting to amend the Town of Smithfield Unified Development Ordinance, Article 10, Section 10-1, Table of Permitted/Conditional Use Districts to allow for Contractor Vehicle Storage yards as a conditional use within the B-3 (Highway Entrance Business) zoning district.

Mr. Helmer stated the applicant is requesting that storage yards be permitted by conditional use in the B-3 (Entrance Highway Business) and B-2 (Business) zoning districts and permitted by right in the HI (Heavy Industrial) zoning district and be limited to contractor storage yards, insurance claim yards for vehicles and holding yards for repossessed vehicles. Storage yards shall be for the purpose of storage only and shall not be used for construction, demolition, salvage, repair, maintenance or any activities other than storage.

In addition to the above, storage yards shall be held to the following minimum development standards.

1. Storage yards shall be limited to a maximum size of 3 acres not including the access drive.
2. Storage yards shall be located at least 300 feet from the public street right of way.
3. Storage yards shall be accessed by a minimum 24 foot wide drive. The first 75 feet of the drive from the public street shall be paved to Town standards; the remainder of the drive and the storage yard can either be paved or graveled to Town standards.
4. Any individual vehicles shall not remain more than 180 days in either an insurance claim yard for vehicles or a holding yard for repossessed vehicles.
5. All storage yards shall be enclosed in a minimum 6 foot high galvanized schedule 40 chain link fence with 9 gauge fabric, two strains of barbed wire and lockable gates.
6. The fenced perimeter of the storage yard shall be screened from public view by an opaque evergreen vegetative screen that will reach a mature maintained height of at least 6 feet within three years of planting. This opaque evergreen vegetative screen shall be in addition to the normal landscape requirements set forth in the Article 18 of the UDO.

The Planning Board is requested to review the petition, conduct a public hearing and make a recommendation to Town Council for a zoning text amendment to allow for contractor storage yards, insurance claim yards for vehicles and holding yards for repossessed vehicles on unpaved lots within the B-3 (Entrance Highway Business) and B-2 (Business) and HI (Heavy Industrial) zoning districts.

Mr. Foy asked if anyone wanted to speak for or against the proposed zoning ordinance amendment.

Teresa Daughtry asked if the UDO is changed, will it be changed just for this property.

Mr. Helmer stated that if the proposed ordinance amendment is adopted, any project meeting the new minimum standard could take advantage of the new ordinance.

Teresa Daughtry stated the Board has been here before. She stated the board had expressed its concerns in the past about certain projects not meeting minimum standards. I feel this zoning amendment is the same thing that was proposed to us before only a different approach is being taken this time around. We're trying to change some of the businesses practices that created problems along our corridors in the past. Lowering development standards for these businesses will not make anything better.

Ross Lampe stated the problem arose last year when a prospective tenant wanted to store repossessed cars and the Town Ordinance required for it to be paved and landscaped just as if it were right off the main road. Mark has helped draw up a proposal for the project to be more than 300 feet from the street so it wouldn't have to be paved. There is no tenant available nor is there one in mind to rent. The property would be available in case someone wanted it. Basically the only difference from last year to this year is it doesn't have to be paved now.

Mr. Foy asked Mr. Helmer if this is just a simple vote to recommend or not recommend.

Mr. Helmer stated that is correct.

Daniel Sanders stated his concerns saying that once the ordinance is changed, anyone meeting the new standard can come to the Board and say I want to store junked and crashed cars on a gravel lot.

Stephen Upton stated his concerns saying that if you have a storage yard full of cars meeting the size requirement and another request comes in next door then the total affect is amplified.

Mr. Helmer stated prior to the UDO adoption in 2008, a lot of people were trying to get around the requirements to build a proper parking lots by stating storage of cars and even display of cars for sale was not considered as parking and was not required to meet parking standards. When the UDO was adopted, a definition of parking was adopted that read any space used for storage of a vehicle was considered parking and had to meet the minimum published standards for parking. Mr. Helmer stated the downside to this is that a bona fide junk yard is going to have a difficult time getting permitted without adopting an ordinance for junked, crashed or salvaged car yards.

Mr. Lampe stated the significant thing here is stated in the first paragraph of the last sentence. "Storage yards shall be for the purpose of storage only and shall not be used for construction, demolition, salvage, repair, maintenance or any activities other than storage".

Daniel Sanders stated if this proposal is adopted, the Board could potentially be changing things back to allow for gravel storage yards full of cars.

Teresa Daughtry stated if this ordinance is adopted, we'll have someone in here all the time wanting to do this.

Mark Lane stated he had concerns about the changing of the ordinance. Mark Lane asked Mr. Helmer if there has ever been another case similar to this.

Mr. Helmer stated that zoning text amendments are common and perfecting regulations is an ongoing task. However, the lowering of a standard as fundamental as parking is seldom seen.

Stephen Upton stated if the zoning amendment was adopted, the applicant would still have to come back and at that time additional conditions could be placed on the project.

Mr. Foy if there were any other questions or comments. There were none.

Mr. Foy closed the public meeting for ZA-15-03.

Teresa Daughtry made a motion, seconded by Jack Matthews to recommend denial requesting to amend the Town of Smithfield Unified Development Ordinance, Article 10, Section 10-1, Table of Permitted/Conditional Use Districts to allow for Contractor Vehicle Storage Yards as a conditional use within the B-3 (Highway Entrance Business) zoning district. **For Denial; Teresa Daughtry, Daniel Sanders, Ashley Spain, Mark Lane, Jack Matthews. Opposed; Stephen Upton, Eddie Foy. Motion passed 5-2.**

Old Business:

No report.

New Business:

No report.

Stephen Upton made a motion to adjourn, seconded by Daniel Sanders. Unanimous.

Submitted this 1st day of October, 2015.

Veronica Hardaway
Administrative Support Specialist
Planning Department

ROSS W. LAMPE
President

GUY LEE LAMPE
Vice-President

THOMAS A. STEPHENSON
Treasurer

JOHN H. LAMPE, II
Secretary

ANN P. PARRISH
Asst. Secretary

Guy C. Lee Mfg. Company

P.O. Box 1457, SMITHFIELD, NORTH CAROLINA 27577

Telephone
919-934-6195
FAX 934-6101

235 E. Market Street

Service Agent For:
GUY C. LEE BUILDING MATERIALS
Apex, Kitty Hawk, Morehead City,
Mt. Pleasant, Shallotte, Sneads Ferry,
New Bern
GUY C. LEE MILLWORK
GUY C. LEE BUILDING MATERIALS
OF SMITHFIELD, INC.
LAMPE AND MALPHRUS
LUMBER COMPANY, INC.
LAMPE LEASING, LLC

August 19, 2015

Mr. Paul Embler
Town of Smithfield
P.O. Box 761
Smithfield, NC 27577

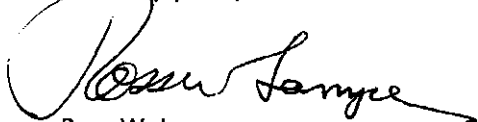
Dear Paul:

I am enclosing two suggested additions to the Town ordinances to facilitate the renting of off street parking. The intention of my suggested ordinance changes is to allow off street parking more than 300' from a public maintained right-of-way so that it would not have to be paved.

I would appreciate your looking over this and making changes as needed to obtain this objective.

Please let me know how we may proceed as soon as possible.

Sincerely yours,



Ross W. Lampe

RWL:app

Enc.



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

Petition for Ordinance Amendment

I, ROSS W. LAMPE, hereby petition the Town Council to amend the Town of
Smithfield UNIFIED DEVELOPMENT Ordinance as follows:

(SEE ATTACHED)

(Attach additional sheets as necessary)

ROSS W. LAMPE
Petitioner's Name

235 E. MARKET STREET
Street Address or PO Box

SMITHFIELD, N.C. 27577
City, State, Zip Code

919.938.4900
Telephone Number

This application must be accompanied by a Statement of Justification which addresses the following:

1. How the amendment proposed would serve the public interest or correct an obvious error in the existing ordinance.
2. How the amendment proposed will enhance or promote the purposes and goals of the adopted plans and policies of the governing body.

The undersigned hereby authorizes the filing of this petition and certifies that the information contained herein stands alone based on the merits of this request and is accurate to the best of their knowledge and belief.

AUGUST 19, 2015
Date

Signature of Petitioner

AUGUST 19, 2015
Date Received

\$300.00
Filing Fee

Home of Ava Gardner Museum



PLANNING DEPARTMENT

Paul C. Embler, Jr., Director

Notice Of Public Hearing

Notice is hereby given that a public hearing will be held before the Town Council of the Town of Smithfield, N.C., on Tuesday, November 10, 2015 at 7:00 P.M., at the Town Hall Council Chamber located at 350 East Market Street to consider the following request:

ZA-15-03 Ross W. Lampe: The applicant is requesting to amend the Town of Smithfield Unified Development Ordinance, Article 10, Section 10-1, Table of Permitted / Conditional Use Districts to allow for Storage Yards as a conditional use within the B-3 (Highway Entrance Business) zoning district.

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 10/28/15 and 11/4/15

**Town of Smithfield
Town Council Action Form**

Business Item:

Conduct a Public Hearing on the proposed reduction of the Town of Smithfield Electric Rates per the Cost of Service and Rate Study by Utility Financial Solutions, LLC in the fall of 2015.

Date of Meeting: November 10, 2015

Date prepared: October 21, 2015

Staff Work by: P Connet, J Godwin, and G Siler

Presentation: Pete Connet

Item:

At the work session of September 14, 2015, Dawn Lund of UFS presented to the Town Council their findings regarding the Cost of Service portion of their study. The Study looks at the projected cost of service for the Electric Department for the next five years. The Study looks at all the costs associated with the operation of the electric system. These include the operational cost, debt service costs, capital cost, and purchased power costs.

Based on the results of the Study and the recent sale of the NCEMPA ownership share in the Duke Energy Progress power plants serving Eastern North Carolina, it was determined that the Town of Smithfield could reduce their electric rates an additional 5.03% on average, over all rate classes. Please note that this is an average and some rate classes will receive more than a 5.03% rate reduction and some will receive less than a 5.03% rate reductions. The Base Charge for each class was looked at and adjusted if needed. The Energy charge per kWh was adjusted lower in all cases. The Demand Charge (KW) was adjusted also if needed.

Listed below are each of our rate classes and the amount of decrease in each:

Residential	-6.52%
Small General Service	-7.00%
Municipal General Service	-2.98%
Area Lights	-2.92%
Residential Time of Use	-3.03%
General Service	-5.28%
Commercial Time of Use	-4.50%
Large GS Coor PK Demand LG1	-3.03%
Large GS Coor PK Demand LG2	-2.99%

The recommended rate reductions are in addition to the 5% across the board rate reductions implemented in August 2015.

The rates reductions take into account the known increases in costs and capital additions for the next several years. If the analysis is correct, and staff believes that it is, the energy and demand rates should be able to remain stable for the next few years. However the Base Charge for each rate class should be reviewed each year to determine if it is covering the fixed costs of the operation.

The Changes to the fee schedule are attached for your review. Staff recommended adoption of the revised rate schedule dated November 10, 2015.

Interim Manager's Opinion: In reviewing Council members' communication/ questions regarding a potential further reduction than the proposed five (5%) rate and push for load management, it is the Interim Manager's opinion that Council consider the following:

1. Adopt the proposed five (5%) rate reduction, but schedule a work session to further discuss/review rate reductions and load management efforts.

Action Requested

Conduct a Public Hearing as required by NC General Statutes when amending Electric Utility Rates.

Duke Energy Progress

<http://www.duke-energy.com/rates/progress-north-carolina.asp>

RES-33A 8/1/2015

Basic Customer \$ 11.13
3 Phase \$ 8.71 *Not applicable in this analysis.*
Energy \$ 0.10612 Jul-Oct
Energy \$ 0.09644 Nov-Jun
REPS \$ 0.83

Look for current rate schedule at the above link.

kWh	Calc	¢/kWh
1,000	\$ 111.63	11.2

Town of Smithfield

Residential Rate

Basic Customer \$ 9.00
3 Phase \$ 16.53 *Not applicable in this analysis.*
Energy \$ 0.10530

kWh	Calc	¢/kWh
1,000	\$ 114.30	11.4

difference
\$ 2.67

for a bill of 1000 kWh usage
Smithfield 2.39% higher than DEP

Smithfield Proposed Rates for January 1, 2016 - Compared to Duke Energy Progress

All Classes of customers can't be compared accurately due to the way rate structure is designed.
 Under the DEP rates there is a monthly charge for Renewable Energy Portfolio Standard Adjustment (REP) that is required by the NCUIC

Residential Rates	Smithfield	DEP
Base Charge		
Single Phase	\$ 9.00	\$ 11.13
3 Phase	\$ 18.00	\$ 19.84
Energy Charge	.1053/Kwh	.10612/Kwh
REP		.09644/Kwh
		\$-.83/mo.

Residential TOU	Smithfield	DEP
Base Charge		
Single Phase	\$ 17.00	\$ 14.13
Energy Charge		
on Peak	.1053/kwh	0.0764/kwh
Off Peak	.0550/kwh	0.05702/kwh
Demand Charge/ KW		
On Peak	\$ 5.93	\$ 4.97
REP		\$ 3.69
		\$.83/mo.

Small GS	Smithfield	DEP
Base Charge		
Single Phase	\$ 16.00	16.45
3 Phase	\$ 24.00	25.16
Energy Charge		
1st 1500 Kwh	0.1250	0.10808
Next 2500 Kwh	0.0917	0.09168
All add. Kwh	0.0850	0.08722
REP		\$6.11/mo
		\$24.56/mo

Please Note that DEP has several rate schedules that do not enable us to accurately compare them with the Smithfield Rate Tables. The comparison above is our best effort to compare like or near like rates to each other.

**Solar Energy Credit
Renewable Energy Generation Rider- RR-01**

Month	Example KWH Generated	KWH Credit	Net Credit Old Rate	Net Credit New Rate	Net Charges for Operation Expenses
July	839	0.0549	37.00	46.06	4.28
August	802	0.0549	35.37	44.03	4.09
September	816	0.0549	35.99	44.80	4.16
October	529	0.0549	23.33	29.04	2.70
November	269	0.0549	11.86	14.77	1.37
Average	651		28.71	35.74	3.32

(\$0.0441/kWh) (\$0.0549/kWh) (\$0.0051/kWh)
10% inc.

Note: Old rate was a credit \$0.0487/kWh less operational expense of \$0.0046/kWh or \$0.0441/kWh

Raised credit to \$0.0600/kWh less the operational expense of \$0.0051/kWh.

TOWN OF SMITHFIELD
FY 2015-2016
DEPARTMENTAL FEES SCHEDULE
ADOPTED JUNE 22, 2015
Electric Rates Revised November 10, 2015

Electric Rates

All electric rates will become effective

Deleted: All electric rates will become effective the month following the finalization of the North Carolina Eastern Municipal Power Agency and Duke Energy Progress asset sale agreement.

Residential Service (RS1)

I Availability

This Schedule is available for separately metered and billed electric service to any Customer for use in and about (a) a single-family residence or apartment, (b) a combination residence and farm, or (c) a private residence used as a boarding or rooming house. Service will be supplied to the Customer's premises at one point of delivery through one kilowatt-hour meter.

The types of service to which this Schedule applies are alternating current 60 hertz, either single-phase 2 or 3 wires or three-phase 4 wires, at Town's standard voltage of 240 volts.

This Schedule is not available to (a) individual motors rated over 10 HP, (b) commercial and industrial use, (c) separately metered service to accessory buildings or equipment on residential property, (d) service to a combined residential and non-residential electric load where the residential load is less than 50% of the total service requirement, (e) resale, or (f) other uses not specifically provided herein.

II Monthly Rate

- A. Basic Customer Charge:
- B. Energy Charge:
- C. Purchased Power Adjustment Charge:

\$9.00
\$.1053/kWh

Deleted: \$7.58

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Deleted: \$.1147 /kWh

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The monthly bill may include a purchased power adjustment charge, if any is applicable for the Town to recover wholesale purchased power costs fully.

- D. Three-Phase Service Basic Charge (RS4):

\$18.00

Deleted: \$16.53

- E. Minimum Charge:

The monthly minimum charge shall be the "Basic Customer Charge."

- F. When applicable, North Carolina sales tax will be added to all charges listed above.

III Excess Facilities

Any facilities that the Town provides in addition to those which would be installed normally to provide service under this Schedule shall be Excess Facilities, subject to charges of 2% per month of the installed cost.

IV Payments

Bills are due when rendered and are payable within twenty (20) days from the billing date as

shown on the bill. Any bill not paid on or before the expiration of twenty (20) days from the billing date is subject to a late payment charge of 5%.

VI General

Service rendered under this Schedule is subject to the Town's Code of Ordinances and other service regulations and operating practices, which may be amended from time to time.

Residential TIME-OF-USE Service
Electric Rate Code RS-7 (TU1/TU2, DD7)

I Availability

Service under this Schedule is available for separately metered single-family residences in which energy for all water heating, cooking and clothes drying is supplied electrically. Dwellings must have central electric systems for the primary source of space heating and air conditioning.

Participation in the City's load management program is required for control of heat pump compressors during the cooling season and water heater use in all months.

Alternating current, 60 hertz, single-phase three wire service at standard 240 volts is available under this Schedule.

II Monthly Rate

A.	Basic Customer Charge:	\$17.00	Deleted: \$15.15
B.	KWh Energy Charge: On-Peak Off-Peak	\$.1053/kWh \$.055/kWh	Deleted: \$1147/kWh Deleted: \$0585/kWh
C.	On-Peak kW Demand Charge:	\$5.93 /kW <u>No Change</u>	

E. Minimum Charge:
 The minimum charge shall be the "Basic Customer Charge."

F. When applicable, North Carolina sales tax will be added to all charges listed above.

III Determination of On-Peak

On-Peak Demand will be the highest KW demand in any 15-minute interval of the current billing month during the following periods, Monday - Friday:

On-Peak kWh will be the energy used during the following periods, Monday - Friday:

- Standard Time 7:00 AM to 9:00 AM
- Daylight Savings Time 2:00 PM to 6:00 PM

All hours for Official Town Holidays will be considered as Off-Peak.

IV Excess Facilities

Any facilities that the Town provides in addition to those which would be installed normally to provide service under this Schedule shall be Excess Facilities, subject to charges of 2% per month of the installed cost.

V Payments

Bills are due when rendered and are payable within twenty (20) days from the billing date as shown on the bill. Any bill not paid on or before the expiration of twenty (20) days from the billing date is subject to a late payment charge of 5%.

VII Load Management

The Town will limit the use of heat pumps and water heaters served under this Schedule during utility peak-use periods each month. Heat pumps will be wired for control of the compressor during cooling seasons and auxiliary resistance heat during heating seasons. Air conditioning will be interrupted intermittently and water heaters totally for up to four hours during each load management period. Auxiliary resistance heat will be interrupted for up to two hours. Load management will be initiated almost exclusively on weekdays and is not normally needed more than six times each month.

Load management controls will be installed and operated in accordance with the Town's normal operating procedures.

VIII Contract Period

The Contract Period shall be on a monthly basis. For a Customer who has previously received service under this Rate at the current location, the Contract Period shall not be less than one year.

General Service

Electric Rate Codes GD-1, GD-2, GD-3, GD-4

I Availability

This Schedule is available for nonresidential electric service less than 750 kW supplied at a single point of delivery at one of the Town's standard voltages. This Schedule is not available for supplementary, standby or breakdown service, unless provided in the Service Agreement, or for resale.

Service will be alternating current, 60 hertz, single-phase 3 wires, or three-phase 4 wires, at Town's standard voltages. This Schedule is applicable to electric service supplied to Customer's premises at one point of delivery through one meter.

II Monthly Rate

- A. Basic Customer Charge ~~\$ \$16.00~~ Single Phase (GD1) ~~GD 3 No Sales Tax~~
~~\$ \$28.00~~ Three Phase (GD2) ~~GD 4 No Sales Tax~~

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- B. Energy Charge:
 - First 2,500 kWh
 - All Additional kWh

~~\$.0917/kWh~~
~~\$.0728/kWh~~

~~Deleted: \$.1105~~

~~Deleted: \$.0850~~

- C. kW Demand Charge: ~~DS1, DS2, DS3, DS4~~ \$11.00/kW
 (kW Demand is highest 15 minute usage each month)

~~Deleted:~~

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- D. Purchased Power Adjustment Charge:

The monthly bill shall include a purchased power adjustment charge, if any is applicable for the Town to recover wholesale purchased power costs fully.

- E. Minimum Charge:

The Minimum Charge shall be the Basic Customer Charge plus \$1.00 per kVA of installed transformer capacity, unless provided otherwise by the Service Agreement.

- E. North Carolina sales tax (7%) will be added to all charges listed above.

III Contract Demand

The Contract Demand shall be the kW of Demand specified in the Service Agreement.

IV Billing Demand

The Billing Demand shall be the maximum kW registered or computed by or from the Town's metering facilities during any 15-minute interval within the current billing month.

V Excess Facilities

Any facilities, which the Town provides in addition to those, which would be installed normally to provide service under this Schedule shall be Excess Facilities, subject to charges of 2% per month of the installed cost.

VI Payments

Bills are due when rendered and are payable within twenty (20) days from the billing date as shown on the bill. Any bill not paid on or before the expiration of twenty (20) days from the billing date is subject to a late payment charge of 5%.

VII Contract Period

The Contract Period for the purchase of electricity under this Schedule shall be not less than one year, unless otherwise mutually agreed, and shall continue from month to month thereafter unless terminated by written notice.

VIII General

Service rendered under this Schedule is subject to the Town's Code of Ordinances and other service regulations and operating practices, which may be amended from time to time.

Small General Service
Electric Rate Codes GS-3, GS-4

I Availability

This Schedule is available for nonresidential electric service **less than 10 kWh or 1000 kWh** supplied at a single point of delivery at one of the Town's standard voltages. This Schedule is not available for supplementary, standby or breakdown service, unless provided in the Service Agreement, or for resale.

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Service will be alternating current, 60 hertz, single-phase 3 wires, or three-phase 4 wires, at Town's standard voltages. This Schedule is applicable to electric service supplied to Customer's premises at one point of delivery through one meter.

II Monthly Rate

A. Basic Customer Charge: ~~\$16.00~~ Single Phase (GS-3) and ~~\$24.00~~ Three Phase (GS4)

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B. Energy Charge:

First 1,500 kWh

~~\$.1250~~/kWh

Next 2,500 kWh

~~\$.0917~~/kWh

All Additional kWh over 4,000

~~\$.0850~~/kWh (No Change)

Deleted: GD3

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Deleted: GD4

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C. Purchased Power Adjustment Charge:

The monthly bill shall include a purchased power adjustment charge, if any is applicable for the Town to recover wholesale purchased power costs fully.

D. Minimum Charge:

The Minimum Charge shall be the Basic Customer Charge plus \$1.00 per kVA of installed transformer capacity, unless provided otherwise by the Service Agreement.

E. When applicable, North Carolina sales tax will be added to all charges listed above.

III Contract Demand

The Contract Demand shall be the kW of Demand specified in the Service Agreement.

IV Billing Demand

The Billing Demand shall be the maximum kW registered or computed by or from the Town's metering facilities during any 15-minute interval within the current billing month.

V Excess Facilities

Any facilities which the Town provides in addition to those which would be installed normally to provide service under this Schedule shall be Excess Facilities, subject to charges of 2% per month of the installed cost.

VI Payments

Bills are due when rendered and are payable within twenty (20) days from the billing date as shown on the bill. Any bill not paid on or before the expiration of twenty (20) days from the billing date is subject to a late payment charge of 5%.

VII Contract Period

The Contract Period for the purchase of electricity under this Schedule shall be not less than one year, unless otherwise mutually agreed, and shall continue from month to month thereafter unless terminated by written notice.

VIII General

Service rendered under this Schedule is subject to the Town's Code of Ordinances and other service regulations and operating practices, which may be amended from time to time.

Commercial Time-of-Use
Electric Rate Codes GS-6(TU3,TU4,DD9); GS-7(TU5, TU6, DD9)

I Availability

This Schedule is available for nonresidential electric service. Service is not available for breakdown or standby use, or for resale.

Service available under this Schedule is 60 Hertz alternating current at the Town's standard voltages of 240 volts or higher. This Schedule is available for all electric service supplied to Customer's premises at one point of delivery through one meter.

II Monthly Rate

- A. Basic Customer Charge: Single Phase \$ ~~\$20.00~~ Three Phase \$ ~~\$27.00~~
- B. KW Demand Charge:
 - On-Peak Demand \$13.56 /kW ~~No change~~
- C. KWh Energy Charge:
 - On-Peak ~~\$.09010~~/kWh
 - Off-Peak ~~\$.06365~~/kWh

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D. Purchased Power Adjustment Charge:

The monthly bill shall include a purchased power adjustment charge, if any is applicable for the Town to recover wholesale power costs fully.

E. Minimum Charge:

The Minimum Charge shall be the Basic Customer Charge plus \$1.00 per kVA of installed transformer capacity, unless provided otherwise by the Service Agreement.

F. When applicable, North Carolina sales tax will be added to all charges listed above.

III Contract Demand

The Contract Demand shall be the kW of Demand specified in the Service Agreement.

IV Determination of kW Demand

On-Peak Demand: On-Peak Demand will be the highest demand in any 15-minute interval of the current billing month during the following periods, Monday – Friday;

Standard Time	7:00 AM to 9:00 AM
Daylight Savings Time	2:00 PM to 6:00 PM

V Excess Facilities

Any facilities, which the Town provides in addition to those, which would be installed normally to provide service under this Schedule shall be considered Excess Facilities. Customer will be responsible for any charges assessed by the Town for Excess Facilities.

VI Payments

Bills are due when rendered and are payable within twenty (20) days from the billing date as shown on the bill. Any bill not paid on or before the expiration of twenty (20) days from the billing date is subject to a late payment charge of 5%.

VII Contract Period

The Contract Period for the purchase of electricity under this Schedule shall be not less than one year and shall continue from month to month thereafter, unless terminated by written notice.

VIII General

Service rendered under this Schedule is subject to the Town's Code of Ordinances and other service regulations and operating practices, which may be amended from time to time.

DELETE- NO LONGER USED

Large General Service
Electric Rate Code LG-1

I Availability

This Schedule is available for nonresidential electric service when the Contract Demand is 750 kW or greater, or registered demand equals or exceeds 750 kW in two or more of the preceding twelve months. Service is not available for breakdown or standby use, unless provided in the Service Agreement, or for resale.

The types of service to which this Schedule is applicable are alternating current, 60 hertz, three-phase 4 wires, at Town's standard voltages of 480 volts or higher. This Schedule is available to

Deleted: Medium General Service¶
Coordinated Peak Demand

Deleted: ¶
Electric Rate Code GDM-1, GDM-2 ¶

I. Availability¶

This Schedule is available for nonresidential electric service when the contract demand is a minimum of 50 kW but not greater than 299 kW, and facilities are installed to coordinate a minimum of 75% load reduction of power requirements on the Town's electrical system during system peak periods. The Customer must execute a Service Agreement with the Town prior to receiving service.¶

Service will be alternating current, 60 hertz, single phase 3 wires or three phase 4 wires, at Town's standard voltages. This Schedule is available for all electric service supplied to Customer's premises at one point of delivery through one meter. Use of power for resale is not permitted. ¶

II. Monthly Rate¶

A. Basic Customer Charge: Single Phase - \$95.00¶
Three Phase - \$142.50¶

B. KW Demand Charge: . . . ¶
Coincident Peak Demand . . . \$13.30 kW¶
Excess Charge . . . \$3.80 kW¶

C. Energy Charge: . . . \$0.637 kWh¶

D. Purchased Power Adjustment Charge:¶

The monthly bill shall include a purchased power adjustment charge, if any is applicable for the Town to recover wholesale power costs fully.¶

E. Minimum Charge:¶

The Minimum Charge shall be the Basic Customer Charge plus \$1.00 per kVA of installed transformer capacity, unless provided otherwise by the Service Agreement.¶

F. When applicable, North Carolina sales tax will be added to all charges listed above.¶

III. Contract Demand¶

The Contract Demand shall be the kW of Demand specified in the Service Agreement.¶

IV. Determination of kW Demand¶

Coincident Peak (CP) Demand: CP Demand shall be the average kW demand measured in the 60-minute interval used by the North Carolina Eastern Municipal Power Agency for wholesale billing purposes during the corresponding month of Customer's billing. Note – This is different from the kW Demand in the GD-1 and GD-2 rate.¶

Excess Demand (ED): ED is the kW difference between Peak Demand and Coincident Peak Demand (see above). It is found by subtracting the Coincident Peak Demand from the Peak Demand.¶

V. Notification by Town¶

... [1]

all electric service supplied to Customer's premises at one point of delivery through one meter.

II Monthly Rate

A. Basic Customer Charge: \$513.95 No Change

B. kW Demand Charge: \$ \$19.00/kW

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C. Energy Charge: \$.0616/kWh

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D. Purchased Power Adjustment Charge:

The monthly bill shall include a purchased power adjustment charge, if any is applicable for the Town to recover wholesale power costs fully.

E. Minimum Charge:

The Minimum Charge shall be the Basic Customer Charge plus \$1.00 per kVA of installed transformer capacity in excess of 500 kVA, unless provided otherwise by the Service Agreement.

F. When applicable, North Carolina sales tax will be added to all charges listed above.

III Contract Demand

The Contract Demand shall be the kW of Demand specified in the Service Agreement.

IV Determination of kW Demand

The Billing Demand shall be the greater of: the highest kW measured in any 15-minute interval during the current billing month or the Contract Demand.

V Excess Facilities

Any facilities, which the Town provides in addition to those, which would be installed normally to provide service under this Schedule shall be considered Excess Facilities. Customer will be responsible for any charges assessed by the Town for Excess Facilities.

VI Payments

Bills are due when rendered and are payable within twenty (20) days from the billing date as shown on the bill. Any bill not paid on or before the expiration of twenty (20) days from the billing date is subject to a late payment charge of 5%.

VII Contract Period

The Contract Period for the purchase of electricity under this Schedule shall be not less than one year and shall continue from month to month thereafter, unless terminated by written notice.

VIII General

20

Service rendered under this Schedule is subject to the Town's Code of Ordinances and other service regulations and operating practices, which may be amended from time to time.

Large General Service
Coordinated Peak Demand
Electric Rate Code LG-2

I Availability

This Schedule is available for nonresidential electric service when the Contract Demand is 300 kW or greater, and facilities are installed to coordinate reduction of power requirements on the Town's electrical system during system peak periods. The Customer must execute a Service Agreement with the Town prior to receiving service.

Service will be alternating current, 60 hertz, three-phase 4 wires, at Town's standard voltages of 480 volts or higher. This Schedule is available for all electric service supplied to Customer's premises at one point of delivery through one meter. Use of power for resale is not permitted.

II Monthly Rate

- A. Basic Customer Charge: \$513.95 No Change
- B. kW Demand Charge:
Coincident Peak Demand \$19.00/kW
- C. Energy Charge: \$.0596/kWh
- D. Purchased Power Adjustment Charge:

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The monthly bill shall include a purchased power adjustment charge, if any is applicable for the Town to recover wholesale power costs fully.

- E. Minimum Charge:

The Minimum Charge shall be the Basic Customer Charge plus \$1.00 per kVA of installed transformer capacity in excess of 500 kVA, unless provided otherwise by the Service Agreement.

- F. When applicable, North Carolina sales tax will be added to all charges listed above.

III Contract Demand

The Contract Demand shall be the kW of Demand specified in the Service Agreement.

IV Determination of kW Demand

Coincident Peak (CP) Demand: CP Demand shall be the average kW demand measured in the 60-minute interval used by the North Carolina Eastern Municipal Power Agency for wholesale billing purposes during the corresponding month of Customer's billing. Note – This is different from the kW Demand in the LG-1 rate.

V Notification by Town

The Town will use diligent efforts to predict each monthly system peak and notify the Customer in advance. However, the Town is not able to guarantee an accurate prediction and notice will be provided. Notification by the Town will be provided to the Customer by e-mail communications or automatic signal, as mutually agreed. The Customer will hold the Town harmless in connection with its response to notification.

VI Excess Facilities

Any facilities, which the Town provides in addition to those, which would be installed normally to provide service under this Schedule shall be considered Excess Facilities. Customer will be responsible for any charges assessed by the Town for Excess Facilities. Excess Facilities may include special metering required under this Schedule.

VII Payments

Bills are due when rendered and are payable within twenty (20) days from the billing date as shown on the bill. Any bill not paid on or before the expiration of twenty (20) days from the billing date is subject to a late payment charge of 5%.

VIII Contract Period

The Contract Period for the purchase of electricity under this Schedule shall be not less than one year and shall continue from month to month thereafter, unless terminated by written notice.

IX General

Service rendered under this Schedule is subject to the Town's Code of Ordinances and other service regulations and operating practices, which may be amended from time to time.

Economic Development Rider

Electric Rate Code ED-1

I Availability

This Rider is available only at the Town's option for existing nonresidential electric service (commercial and industrial) customers, who are served under the Town's LG-2 Rate Code for a period of 1 – 5 years as granted by the Town Council. The Town Council may grant an initial period of less than 5 years and subsequently extend the period up to the full 5 year period.

The purpose of this Rider is to provide an economic incentive for an existing business located within the Town of Smithfield to expand and as such this Rider applies only to the expansion load, which must be separately metered.

II Monthly Rate reduction

Per approval by Council, this Rider reduces the Energy Charge for the LG-2 Rate Codes by \$0.015/kWh for the expansion load only up to a maximum of 2,000,000 kWh per year and shall be applicable for a period of up to 5 years as set by the Town Council when there is a minimum

applicant capital investment of \$1,000,000 in plant and equipment, which may include the capital cost of purchase and installation of a CP load-shedding generator **and** depending on the number of jobs brought to the Town of Smithfield and employed by the applicant as follows:

Number of New Full-Time Equivalent Jobs Brought to Smithfield and Employed by applicant	Applicable Period
10 jobs	1 year
20 jobs	2 years
30 jobs	3 years
40 jobs	4 years
50 jobs	5 years

Since this Rider applies only to the load-shedding Rate Code LG-2, the applicant must successfully shed a minimum of 75% of their Coincident Peak (CP) load when signaled by ElectricCities of North Carolina. This Rider will automatically terminate if less than 75% of the CP load is shed during the preceding four month period. Customer is and will be responsible for all non-reduced rate costs if for any reason it fails to shed 75% of its CP as set forth above.

Staff is authorized to amend the fee/rate structure as set forth herein and publish accordingly.

Note: The applicant must install a load-shedding generator for CP load-shedding concurrent with their expansion. Smithfield's CP load-shedding Rate Codes offer a very significant demand and energy charge price reduction and hence significantly lower monthly bills to its commercial and industrial Rate Code classes that take advantage of this option. Taken together, this Rider with the CP load-shedding Rate Code classes offers some of the lowest electric rates available in the State and region.

Large General Service
Coordinated Peak Demand
Electric Rate Code LG-3

I Availability

This Schedule is available for nonresidential electric service when the Contract Demand is 2000 kW or greater, and facilities are installed to coordinate reduction of power requirements on the Town's electrical system during system peak periods. The Customer must execute a Service Agreement with the Town prior to receiving service.

Service will be alternating current, 60 hertz, three-phase 4 wires, at Town's standard voltages of 480 volts or higher. This Schedule is available for all electric service supplied to Customer's premises at one point of delivery through one meter. Use of power for resale is not permitted.

II Monthly Rate

- A. Basic Customer Charge: \$513.95 No Change
- B. kW Demand Charge:
 - Coincident Peak Demand \$ \$14.00/kW
 - Excess Charge \$ \$2.00/kW

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C. Energy Charge: \$.0490/kWh

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D. Purchased Power Adjustment Charge:

The monthly bill shall include a purchased power adjustment charge, if any is applicable for the Town to recover wholesale power costs fully.

E. Minimum Charge:

The Minimum Charge shall be the Basic Customer Charge plus \$1.00 per kVA of installed transformer capacity in excess of 500 kVA, unless provided otherwise by the Service Agreement.

F. When applicable, North Carolina sales tax will be added to all charges listed above.

III Contract Demand

The Contract Demand shall be the kW of Demand specified in the Service Agreement.

IV Determination of kW Demand

Coincident Peak (CP) Demand: CP Demand shall be the average kW demand measured in the 60-minute interval used by the North Carolina Eastern Municipal Power Agency for wholesale billing purposes during the corresponding month of Customer's billing. Note – This is different from the kW Demand in the LG-1 rate.

Excess Demand (ED): ED is the kW difference between Peak Demand and Coincident Peak Demand (see above). It is found by subtracting the Coincident Peak Demand from the Peak Demand.

V Notification by Town

The Town will use diligent efforts to predict each monthly system peak and notify the Customer in advance. However, the Town is not able to guarantee an accurate prediction and notice will be provided. Notification by the Town will be provided to the Customer by e-mail communications or automatic signal, as mutually agreed. The Customer will hold the Town harmless in connection with its response to notification.

VI Excess Facilities

Any facilities, which the Town provides in addition to those, which would be installed normally to provide service under this Schedule shall be considered Excess Facilities. Customer will be responsible for any charges assessed by the Town for Excess Facilities. Excess Facilities may include special metering required under this Schedule.

VII Payments

Bills are due when rendered and are payable within twenty (20) days from the billing date as

shown on the bill. Any bill not paid on or before the expiration of twenty (20) days from the billing date is subject to a late payment charge of 5%.

VIII Contract Period

The Contract Period for the purchase of electricity under this Schedule shall be not less than one year and shall continue from month to month thereafter, unless terminated by written notice.

IX General

Service rendered under this Schedule is subject to the Town's Code of Ordinances and other service regulations and operating practices, which may be amended from time to time.

Municipal General Service

Electric Rate Code MS-1(MS-2)

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I Availability

This Schedule is available for Town of Smithfield municipal electric service accounts only. This Schedule is not available for supplementary, standby or breakdown service, unless provided in the Service Agreement, or for resale.

Service will be alternating current, 60 hertz, single-phase 3 wires, or three-phase 4 wires, at Town's standard voltages. This Schedule is applicable to electric service supplied to Customer's premises at one point of delivery through one meter.

II Monthly Rate

A. Basic Customer Charge: ~~\$. \$28.00~~3phase; ~~\$. \$16.00~~ Single Phase
(Determined by comparable rate code {e.g. GD-2})

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B. Energy Charge: \$.0841 /kWh

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C. Purchased Power Adjustment Charge:

The monthly bill shall include a purchased power adjustment charge, if any is applicable for the Town to recover wholesale purchased power costs fully.

D. Minimum Charge:

The Minimum Charge shall be the Basic Customer Charge plus \$1.00 per kVA of installed transformer capacity, unless provided otherwise by the Service Agreement.

E. When applicable, North Carolina sales tax will be added to all charges listed above.

III Contract Demand

The Contract Demand shall be the kW of Demand specified in the Service Agreement.

IV Billing Demand

The Billing Demand shall be the maximum kW registered or computed by or from the Town's metering facilities during any 15-minute interval within the current billing month.

V Excess Facilities

Any facilities which the Town provides in addition to those which would be installed normally to provide service under this Schedule shall be Excess Facilities, subject to charges of 2% per month of the installed cost.

VI Payments

Bills are due when rendered and are payable within twenty (20) days from the billing date as shown on the bill. Any bill not paid on or before the expiration of twenty (20) days from the billing date is subject to a late payment charge of 5%.

VII Contract Period

The Contract Period for the purchase of electricity under this Schedule shall be not less than one year, unless otherwise mutually agreed, and shall continue from month to month thereafter unless terminated by written notice.

VIII General

Service rendered under this Schedule is subject to the Town's Code of Ordinances and other service regulations and operating practices, which may be amended from time to time.

Load Management Rider No. 1

I Availability

Credits are available under this Rider for the interruption of electric water heaters and central air conditioners by the Town during Load Management Periods. This Rider is available in conjunction with service under the Town's Residential Service Schedule (Schedule RS-1). To qualify, the Customer must be the owner of the premises where switches are installed, or have the permission of the owner for installation.

II Monthly Credit

The Customer will receive a credit of \$6.00 per month per switch for allowing control of electric water heaters. The credit for control of air conditioning compressor operation will be \$10.00 per month on bills received in the months July-October.

III Appliance Criteria

Water heaters shall be automatic insulated storage type of not less than 30 gallon capacity and may be equipped with only a lower element or with a lower element and an upper element. Central air conditioners and heat pumps must have a capacity of 2.0 tons or more.

IV Installation of Switches

The cost of installation and maintenance of controls will be paid by the Town. A licensed electrical contractor will perform installation. Customer must provide access to switch location by appointment for installation and maintenance.

V Removal of Switches

Switches will be removed at Customer's request. Any reinstallation will be at Customer's expense.

VI Load Management

The Town will limit the use of heat pumps and water heaters served under this Rider during utility peak-use periods each month. Heat pumps and air conditioners will be wired for control of the compressor during cooling seasons. Air conditioning will be interrupted intermittently and water heaters totally for up to four hours during each load management period. Load management will be initiated almost exclusively on weekdays and is not normally needed more than six times each month.

Load management controls will be installed and operated in accordance with the Town's normal operating procedures.

RENEWABLE ENERGY GENERATION RIDER- RR-01

I Availability:

This schedule is available in conjunction with any of the Town's Rate Schedule applicable to Customer who operates an approved renewable energy generating system, located and used at the Customer's primary residence or business. The rated capacity of the generating system shall not exceed 20 kilowatts for a residential system or 100 kilowatts for a non-residential system. The generating system that is connected in parallel operation with service from the Town and located on the Customer's premises must be manufactured, installed, and operated in accordance with governmental and industry standards, in accordance with all requirements of the local code official, and must fully conform with the Town's applicable renewable energy generation application and attachments.

II Applicability:

This schedule is applicable to all electric service of the same available type supplied at customer's premises at one point of delivery through one kilowatt-hour meter.

III Type of Service:

The types of service to which this schedule is applicable are, alternating current, 60 hertz, single phase 2 or 3 wires, or three phase 3 or 4 wires, at Town's standard voltages.

IV Monthly Credit:

\$ ~~0.0549~~ per kWh for all kWh

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Total bill credit balances, if any, will be carried forward to the next bill.

V Minimum Charge

None

VI Payments:

When applicable, bills are due when rendered and are payable within twenty (20) days from the billing date shown on the bill. If any bill is not so paid, the Town has the right to suspend service in accordance with its service regulations. If service is disconnected for non-payment of the bill, the customer shall pay the full amount of the delinquent account plus all applicable charges.

VII Adjustments:

This schedule may be amended or adjusted from time to time by the Town of Smithfield.

VIII Special Conditions:

1. The Customer must complete any applicable renewable energy interconnection request documents and submit same to the Town of Smithfield for approval prior to receiving service under this schedule.
2. The Customer's service shall be metered with two electric meters, one of which measures all energy provided by the Town and used by the customer, and the other measures the amount of energy generated by the customer's alternative energy generator.
3. The Public Utilities Department will design and install reasonable and practical modifications to the electric distribution system to allow the interconnection of resources which would otherwise interfere with power quality delivered to other connections. In such cases, the system owner shall make an advance payment to the Town in an amount equal to the cost of the required facility modifications.
4. The Town reserves the right to test the Customer's alternative energy generator and associated equipment for compliance with the applicable interface criteria. Should it be determined that Customer's installation is in violation, the Town will disconnect the alternative energy generator from the Town's distribution system and it will remain disconnected until the installation is brought back into compliance.

IX Contract Period:

The Contract Period for service under this schedule shall be one (1) year and thereafter shall be renewed for successive one-year periods. After the initial period, Customer may terminate service under this schedule by giving at least sixty (60) days previous notice of such termination in writing to the Town.

The Town may terminate service under this schedule at any time upon written notice to Customer. In the event that Customer violates any of the terms or conditions of this schedule, or operates the

generating system in a manner which is detrimental to the Town or its customers, service under this schedule may be terminated immediately.

Rate Schedule for Area Lights:

Current		Proposed November 10, 2015		
Monthly Charge:		Monthly Charge:		
A1	\$ 12.36	A1	\$ 12.00	-2.9%
A1M	\$ 23.28	A1M	\$ 22.60	-2.9%
A1P	\$ 15.63	A1P	\$ 15.20	-2.7%
A1U	\$ 19.09	A1U	\$ 18.50	-3.1%
B7	\$ 24.24	B7	\$ 23.50	-3.1%
C1	\$ 16.44	C1	\$ 16.00	-2.7%
C1M	\$ 26.12	C1M	\$ 25.30	-3.1%
C1P	\$ 19.71	C1P	\$ 19.10	-3.1%
C2	\$ 23.09	C2	\$ 22.40	-3.0%
C2M	\$ 30.20	C2M	\$ 29.30	-3.0%
C2P	\$ 22.54	C2P	\$ 21.90	-2.9%
C2U	\$ 26.91	C2U	\$ 26.10	-3.0%
C4	\$ 28.32	C4	\$ 27.50	-2.9%
C4P	\$ 31.59	C4P	\$ 30.60	-3.1%
C4U	\$ 35.98	C4U	\$ 34.90	-3.0%
F1	\$ 42.23	F1	\$ 41.00	-2.9%
F1M	\$ 53.16	F1M	\$ 51.60	-2.9%
F1P	\$ 45.51	F1P	\$ 44.10	-3.1%
F1U	\$ 49.88	F1U	\$ 48.40	-3.0%
F4	\$ 28.32	F4	\$ 27.50	-2.9%
F4P	\$ 31.59	F4P	\$ 30.60	-3.1%
MP1	\$ 5.99	MP1	\$ 5.80	-3.1%
WP1	\$ 2.99	WP1	\$ 2.90	-3.0%
				-2.9%

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Any and all of the above mentioned individual rates and fees may be amended, changed, increased or eliminated with a majority vote of the Town of Smithfield Town Council

Adopted by the Smithfield Town Council on November 10, 2015

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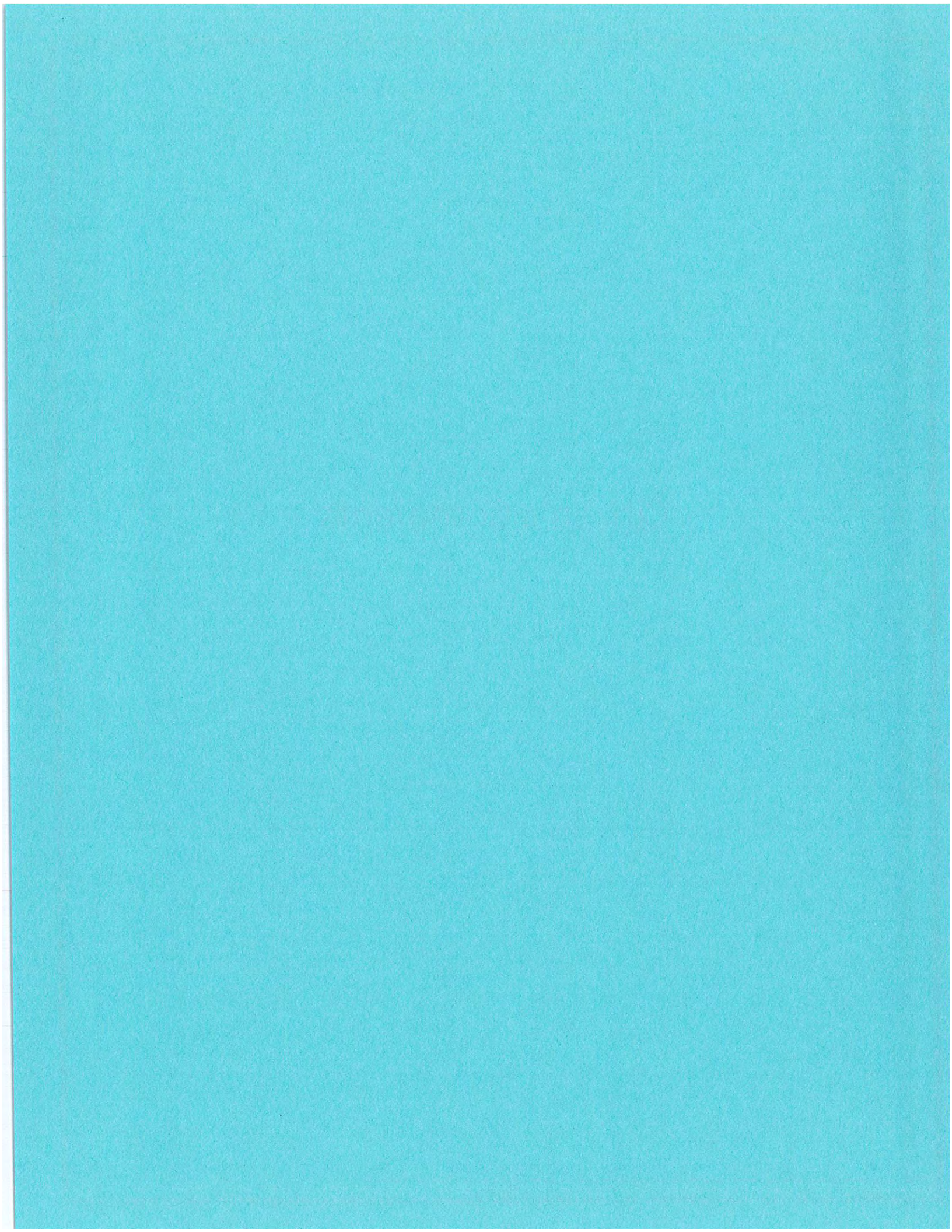
John H. Lampe II., Mayor

ATTEST:

Shannan Williams, Town Clerk

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Citizen's Comments



November 2nd 2015

Town Council

350 East Market Street

Post Office Box 761

Smithfield, NC 27577

Dear Town Council of Smithfield,

I, VR Phipps, am very interested in the building mainly for its century old atmosphere created by its older style architecture. While this may hold little monetary value I envision it as a perfect climate for a business venture such as a winery/brewery. There are many businesses associates around the area that I could use to get the fruits and grains needed for a winery/brewery to be successful. Implementing this building in that manner would be an economical positive for local vineyards and orchards both small and large, therefore the location of the building is also an added factor to my interest. After much need renovation and reconstruction I am positive that the building could preserved and seen as a successful business location that is an icon rather than the eyesore that it is.

The building in its current condition requires a lot of maintenance and reconstruction so that it will be both safe and clean enough for use. Having personal and professional experience of over 30 years in the construction and renovation field I feel am more than capable of repairing the building. The first problem to be addressed would be the safety concerns involving the structural members that have diminished structural integrity. These walls will be reconstructed. I am currently in possession of 40 cubes of brick that have been stored and can be readily used for this part of the project. Secondly, the rainfall and other moisture that is currently penetrating the roof will have to be addressed. New roofing will easily solve this problem. After all the safety concerns are addressed the building will need to be cleaned up and painted. Missing window panes and other cosmetic task can then be completed. This plan will be put into action immediately after the purchase of the Building would be completed.

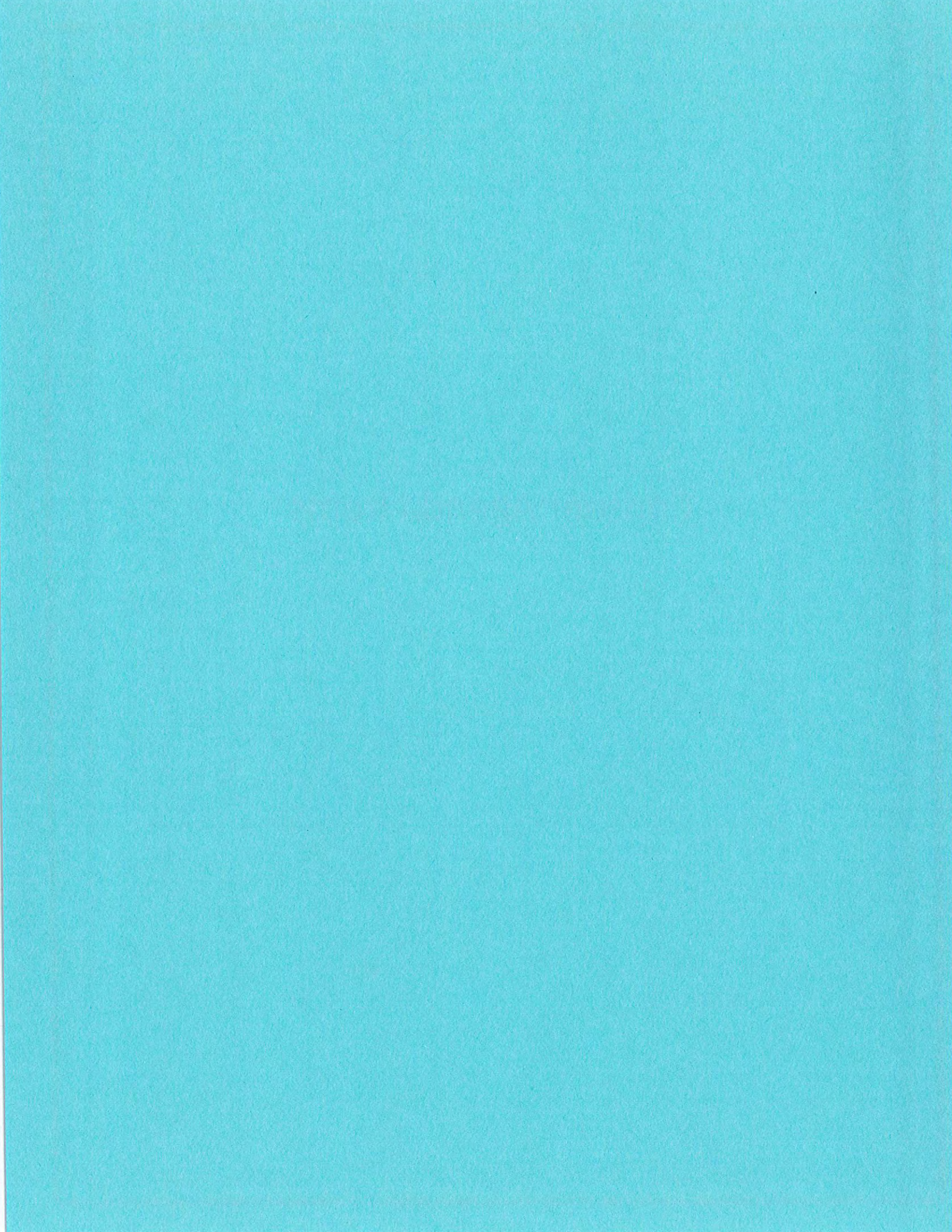
Presently, my investors and I have viewed the building and are prepared to offer 25,000\$ for the outright purchase of the building. After purchasing the building the renovations could be completed at a lower cost due to the resources, supplies, and professional relationships I have cultivated over the time I spent as a construction sub-contractor. This cost has been privately estimated and can be easily shouldered by my investors and I. We will be present at the town council meeting on Nov 10, 2015 if there is any further information needed.

Respectfully,



Vr Phipps

Consent Agenda Items



The Smithfield Town Council held a Special Meeting on Monday, September 14, 2015, at 6:30 pm. in the Council Chambers of the Smithfield Town Hall. Mayor John H. Lampe II presided.

Councilmen Present:

M. Andy Moore, Mayor Pro-Tem
Marlon Lee, District 1
Perry Harris, District 2
Travis Scott, District 3
Roger A. Wood, District 4
Emery D. Ashley, At-Large
Charles A. Williams, At-Large

Councilmen Absent

Administrative Staff Present

Jim Freeman, Interim Town Manager
Pete Connet, Interim Public Utilities Director
Greg Siler, Finance Director
Shannan Williams, Town Clerk

A. Presentation: Dawn Lund, Vice President of Utility Financial Solutions

Dawn Lund presented the Electric Rate Study results to the Council in the form of a PowerPoint presentation. A copy of the presentation is on file in the office of the Town Clerk.

1. Review Electric Department

a. Debt Coverage ratios

Ms. Lund explained the debt coverage ratio to the Council. She further explained that when setting rate policies a safety factor must be built into the coverage ratio for planning and projection purposes. Typically, .2 is added to the bond coverage requirement.

b. Minimum Cash Reserves

Ms. Lund explained that the cash reserve policy is important because it helps to ensure timely payments of bills including: operating expenses, debt service payments and capital improvements. It creates a reserve fund for catastrophic events. It helps ensure that funds exist for system improvements. Rating agencies look at cash reserves when determining bond ratings. Ms. Lund explained that the policy should contain a minimum amount of cash and not a target amount.

c. Target Operating Income

Ms. Lund explained that the rate of return is used to identify the level of operating income and it has to be set high enough to cover interest expense on debt and inflationary increases in asset replacement costs.

2. Review Cost of Service Results

a. Cost to service each class of customers

Ms. Lund reviewed the cost of service results for each class of customers. She explained that the percentage changes were different for each class. The overall goal is to try to move toward the cost of service rates for all classes.

b. Monthly Customer Charges

Ms. Lund explained that another factor that should be considered is the monthly customer charge. Monthly charges are designed to recover a portion of the fixed costs such as: meters, meter reading, customer service and billing. She explained that based on the data, some monthly charges could be increased while others could be decreased.

3. Obtain Guidance prior to design of rate

a. Rate Adjustment

Ms. Lund explained that there were many possible ways to amend the utility rate, but it was important that the Council understand that rates would need to be considered during every budget process. Based on the cost of service study, that rates could be decreased in 2016 and 2017, but then increases would need to occur in 2018. Ms. Lund recommended that the Capital Improvements be healthy enough to reinvest in the system.

It was the consensus of the Council to instruct Ms. Lund to devise a rate plan with a 5% rate reduction allowing a 2% bandwidth.

B. Manager Hiring Process Proposed Public Input Meeting

It was the consensus of the Council to hold the Public Input Meeting concerning the hiring of the next Town Manager on Monday, September 28th at 7:00 pm in the Town Hall Council Chambers

Adjourn

There being no further business, Mayor Pro-Tem Moore made a motion, seconded by Councilman Ashley, to adjourn. Unanimously approved.

ATTEST:

John H. Lampe II, Mayor

Shannan L. Williams, Town Clerk

The Smithfield Town Council held a Special Meeting on Monday, September 28, 2015, at 7:00 pm. in the Council Chambers of the Smithfield Town Hall. Mayor John H. Lampe II presided.

Councilmen Present:

M. Andy Moore, Mayor Pro-Tem
Marlon Lee, District 1
Perry Harris, District 2
Travis Scott, District 3
Emery D. Ashley, At-Large
Charles A. Williams, At-Large

Councilmen Absent

Roger A. Wood, District 4

Administrative Staff Present

Jim Freeman, Interim Town Manager
Shannan Williams, Town Clerk

Public Forum: Town Manager's Selection Process

Interim Town Manager Jim Freeman addressed the Council and the public on the Town Manager's search process and explained it in entirety. Mr. Freeman explained that this meeting was being held to provide the public the opportunity to discuss with the Council the desired traits and competency skills of the next manager. Prior to the meeting, staff compiled a survey that was distributed to the Council and Department Heads. Those results were shared with the public in the form of a PowerPoint presentation. The presentation is on file in the office of the Town Clerk.

- Billie Stevens questioned who would be reviewing the applications. Mr. Freeman responded that the Council would develop criteria of the desired traits, characteristics, experience, etc... and staff would screen the applicants based on that criteria; unless the Council chose to review every application received. Mrs. Stevens stated that she would like to see the community more involved during the interview or application review process.

Councilman Ashley stated that the Council was charged with hiring a manager four years ago and he recalled reviewing many applications. Mr. Ashley stated that he was not opposed to the community being involved in any part of the process where they could be.

- Tony Nixon questioned who would vet the applications. Mr. Freeman stated that has not been determined at this time, but Council could charge the Town attorney, private investigators or even staff with that task.
- Daniel Sanders representing the Johnston County NAACP stated that employees were scared to speak with the manager. It was his opinion that the Town needed someone who was not afraid to speak with the people and meet with the people. He encouraged the Council to look for someone that had an open door policy.
- Billie Stevens representing the Downtown Smithfield Development Corporation and the Appearance Commission stated that the manager should be more involved in the board meetings. She stated that the manager should foster a working relationship with the local boards so that everyone could work together.
- Marcia George stated that she would like a manager that is more involved with the whole community. She further stated that it was important to get out of the office and get out on the street and see what is actually happening in the neighborhoods. Ms. George explained that there was a lot of work that needed to be done in the African American communities in Town and the manager should be visible in the neighborhoods.

- Tony Nixon suggested that the manager have a roundtable discussion with all the employees once a year to discuss issues related to the Town. He further suggested that the Manager issue "A State of the Town" address and become more involved in the employees' day to day operations.
- Rick Childrey Executive Director of the Greater Smithfield Selma Chamber of Commerce stated that it was important that the manger be involved in the community and meet with the citizens and the business owners.
- Tom Stevens stated that he has seen a metamorphosis in the Town. He felt that open discussion and open communication was key to moving Smithfield in the right direction.
- Kathleen Lanc stated that she was new to the Town, but that it was an amazing little Town. She felt that the Town needed a manager with vision. She stated that the Town has a lot of opportunity as long as the right person is in place to lead the Town.
- Michelle Watson stated that Smithfield is a great Town that seemed to be caught in a time warp. She would like to see a manager that can strike a balance between the past, present and future. Someone who will consider and work for every community. Someone that will have a vision to look into the future needs of the citizens for things like transportation to Raleigh and surrounding areas. She would like Smithfield to be a place people come to visit and then want to stay.
- Andy Byrd stated that he did not feel education was as important as experience. He felt that the Town needed someone local who was not going to use Smithfield as a stepping stone. He would like the next manager to be conservative, efficient, mature and experienced. He cautioned the Council about entering into lengthy contracts with the next manager.
- Pat Jackson stated that the Town needed a manager like Chief of Police Michael Scott. She stated that he was professional and open-minded. She stated that one could sit down and have a conversation with him because he listened and spoke with extreme knowledge. She further stated that if you spoke with Chief Scott, he would always take the time to personally follow-up and address any concerns.
- Sonny Howard stated that the Town needed someone with a vision beyond today. Someone that could think outside the box to grow Smithfield.
- Tim Johnson stated that the Council, Manager, Department Heads and Employees all needed to be on the same team with the same set of goals working together.

Mayor Pro-Tem Moore expressed his appreciation to those in attendance and expressed his disappointment for the Chamber not being completely full. He stated that the Council will continue to work hard for the citizens of the Town and will diligently search for a new manage that will be in the best interest of the Town.

Councilman Ashley stated that the Council does take this decision very seriously. The key is putting everything together and it takes a lot of work. Mr. Ashley encouraged the citizens to continue to express their views and opinions with the Council and to become involved.

Councilman Lee stated that each point was well taken and that we should all be working as a team. Smithfield is one Smithfield and not sections. He stated that at times, we can agree to disagree, but we always need to be working to make one great Smithfield.

Councilman Harris stated that hiring a Town Manager is rather involved and background investigations don't necessarily get all of the details. He stated that it is the Council's job to make sure that they are getting the whole picture when hiring a manager. Mr. Harris stated that Mr. Johnson was correct in saying that everyone needs to work together as a team.

Councilman Scott stated that he felt that this was a very productive meeting and encouraged the citizens to call the Council to discuss anything that they feel is important.

Adjourn

There being no further business, Councilman Harris made a motion, seconded by Councilman Ashley, to adjourn. Unanimously approved.

The meeting adjourned at 7:56 pm.

ATTEST:

John H. Lampe II, Mayor

Shannan L. Williams, Town Clerk

The Smithfield Town Council met in regular session on Tuesday, October 6, 2015 at 7:00 p.m. in the Council Chambers of the Smithfield Town Hall. Mayor John H. Lampe II. presided.

Councilmen Present:

M. Andy Moore, Mayor Pro-Tem
Marlon Lee, District 1
J. Perry Harris, District 2
Travis Scott, District 3
Emery D. Ashley, At-Large
Charles A. Williams, At-Large

Councilmen Absent

Roger A. Wood, District 4

Administrative Staff Present

Michael Scott, Chief of Police
John Blanton, Interim Fire Chief
Lenny Branch, Public Works Director
Pete Connet, Interim Public Utilities Director
Paul Embler, Planning Director
Gary Johnson, Parks & Rec Director
Tim Kerigan, Human Resources/PIO
Greg Siler, Finance Director
Shannan Williams, Town Clerk

Present:

Bob Spence, Town Attorney

Staff Absent:

Jim Freeman, Interim Town Manager

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

APPROVAL OF AGENDA:

Councilman Ashley made a motion, seconded by Councilman Williams, to approve the agenda with the following amendments:

- Add to the Presentations
 - *Proclamation: Proclaiming the last Wednesday of October as a day in honor of survivors of domestic violence and in memory of those that lost their lives due to domestic violence.*
- Add to the Consent Agenda:
 - *Consideration and approval to temporarily increase the salaries of two employees that will assume additional duties due to the departure of the HR Director/ PIO*
- Add to the Business Items:
 - *Consideration and approval of an alternate date to conduct the November 2015 Regular Meeting.*
- Add to the Closed Session NCGS 143-318.11(a) (6) to discuss a personnel matter

Unanimously approved.

PRESENTATIONS:

1. **Approved Resolution # 567 (17-2015) endorsing the naming of the US Highway 70 West, Neuse River Bridge in memory of fallen Johnston County Sheriff Deputy Clendon Paul West, Sr.**

Councilman Ashley made a motion, seconded by Mayor Pro-Tem Moore to approve Resolution #567. Unanimously approved.

Mayor Lampe presented to Sheriff Deputy Clendon Paul West, Sr.'s family a copy of Resolution #567.

TOWN OF SMITHFIELD
RESOLUTION #567 (17-2015)

**SUPPORTING THE U.S. HIGHWAY 70 BUSINESSES/ WEST MARKET STREET NEUSE RIVER
BRIDGE IN SMITHFIELD, NORTH CAROLINA BE NAMED IN MEMORY OF DEPUTY CLENDON
PAUL WEST, SR.**

WHEREAS, Deputy Clendon Paul West, Sr. was born in Smithfield, North Carolina on February 2, 1968; and

WHEREAS, Deputy Clendon Paul West, Sr. was a Johnston County Deputy Sheriff from 1992 until September 11, 1995; and

WHEREAS, on September 11, 1995 Deputy Clendon Paul West, Sr. was killed while engaging in the performance of his official duties at the age of 27 years old; and

WHEREAS, Deputy Clendon Paul West, Sr. gave the ultimate sacrifice for his service to the Town of Smithfield and Johnston County; and

WHEREAS, the West family has requested that the U.S. Highway 70 / West Market Street Neuse River Bridge in the Town of Smithfield be named in memory of Deputy Clendon Paul West, Sr.; and

WHEREAS, the North Carolina Department of Transportation does consider bridges in the State to be named in memory of Police Officers that have been killed in the line of duty; and

WHEREAS, the Town of Smithfield's Town Council desires to show its respect for Deputy Clendon Paul West, Sr. in a lasting and meaningful way.

NOW, THEREFORE, BE IT RESOLVED that the Smithfield Town Council respectfully requests that the U.S. Highway 70 Business/ Market Street Neuse River Bridge # 40 in Smithfield, North Carolina be named in memory of Deputy Clendon Paul West, Sr.

Adopted this the 6th day of October, 2015.

- 2. Proclamation: Proclaiming the last Wednesday of October as a day in honor of survivors of domestic violence and in memory of those that lost their lives due to domestic violence.**

Mayor Lampe presented to Cynthia Seale-Rivera, Executive Director of Harbor Johnston County, and Suefan Wellons Johnson, Board of Director Chairperson for Harbor Johnston County, with the Proclamation.

Town Of Smithfield

**Proclaiming the Last Wednesday of October as a Day In Honor of Survivors of Domestic
Violence and In Memory of Those That Lost Their Lives Due to Domestic Violence**

WHEREAS, domestic violence is a serious crime that affects people of all races, ages, gender, and income levels; and

WHEREAS, Domestic violence is widespread and affects over four million Americans each year; and

WHEREAS, one in three Americans have witnessed an incident of domestic violence; and

WHEREAS, children that grow up in violent homes are believed to be abused and neglected at a rate higher than the national average; and

WHEREAS, domestic violence costs the nation billions of dollars annually in medical expenses, police and court costs, shelters, foster care, sick leave, absenteeism, and non-productivity; and

WHEREAS, only a coordinated community effort will put a stop to this heinous crime; and

WHEREAS, The Town of Smithfield commends Harbor, Inc. of Johnston County, InterAct and the Wake County Task Force, Wesley Shelter of Wilson County, My Sister's House of Nash County and My Sister's House of Edgecombe County for working together for such a worthy cause and for sponsoring the Domestic Violence Rally and Silent March to increase awareness regarding the dangers of domestic violence and the importance of preventing domestic violence.

NOW, THEREFORE, I, John H. Lampe II, Mayor of the Town of Smithfield along with the members of the Town Council, proclaims the last Wednesday of October as a day in honor of survivors of domestic violence and in memory of those that lost their lives due to domestic violence and urge the citizens of Smithfield to work together to eliminate domestic violence from our community.

PUBLIC HEARING:

1. Rezoning Request by McFayden and Company, LLC (RZ-15-03)

Councilman Harris made a motion, seconded by Mayor Pro-Tem Moore, to open the public hearing. Unanimously approved.

Planning Director Paul Embler addressed the Council on a rezoning request by McFayden and Company, LLC. The applicant is requesting to rezone approximately .113 acres of land from the R-6 (Residential) zoning district to the B-3 (Business) zoning district. The property considered for rezoning is located on the east side of the intersection of Brogden Road, South Fifth Street and Crump Street. The property is further identified as Johnston County Tax ID# 15052031. The property is currently split zoned with the largest portion being zoned B-3 (Business) and the remainder being zoned R-6 (Residential). The property contains 3 nonconforming uses on one tract of land to include Crazy Taco Restaurant, Jesus Automotive Repair and LaBamba Nightclub. The applicant is proposing to divide out a .113 portion of the R-6 (Residential) zoned area to create a buildable residential lot fronting on Crump Street. The .113 acre remainder of the R-6 (Residential) zoned area is the portion considered for rezoning and will added to a proposed .275 acre lot in which Crazy Taco Restaurant is located. The proposed rezoning in combination with the land division will create a more conforming situation in terms of multiple uses on a single lot while creating a more viable lot in terms of redevelopment. The proposed rezoning to the B-3 (Business) zoning district is consistent with the Future Land Use Plan which recommends the property be zoned for commercial uses. The rezoning will be consistent with the Town of Smithfield Unified Development Ordinance provided that all proposed future land uses construct the minimum required parking and meet ADA accessibility standards. Any use requiring outdoor storage will require conditional use permit approval by Town Council. The property considered for a rezoning is an existing commercial node. Rezoning this property from residential to commercial district will not create compatibility issues with the adjacent residential uses providing that buffers are installed as part of any redevelopment plan in the area.

Planning Director Paul Embler has incorporated his entire record and provided it to Council in written form in the October 6, 2015 agenda packet.

The Planning Board, at its September 3, 2015 meeting, voted to recommend approval of the petition to rezone a .133 acre portion of a 1.69 acre tract of land from the R-6 (Residential) zoning district to the B-3 (Business) zoning district. Opposed; Teresa Daughtry, Daniel Sanders. Abstained; Ashley Spain, Mark Lane. Motion passed 4-2-2.

The Planning Department recommends approval of the request to rezone approximately .113 acres of land from the R-6 (Residential) zoning district to the B-3 (Business) zoning district.

Mayor Lampe asked if there were any questions/from those in the audience that had been duly sworn to testify. There were none.

Mayor Lampe asked if there were any questions from Council.

Councilman Harris questioned if approved could another business be built. Mr. Embler responded that for another business could not be built on the property because the minimum size for B-3 lot is 125 feet of frontage and 12,000 square feet in area.

Councilman Ashley stated it was his understanding that the .113 acre was being recombined with the remaining acreage to create the .275 acre lot. Mr. Ashley questioned if the owner wanted to do something differently, they would have to come back to ask for subdivision. Mr. Embler responded that Mr. Ashley was correct and it would be permitted administrative because it is only 2 lots.

Councilman Williams questioned if there were any problems with the setback requirements. Mr. Embler responded that any new structures would have adequate room for setback. Existing structures may encroach and as new structures are constructed, setbacks would have to be met or a variance obtained.

Mayor Pro-Tem Moore questioned if the remaining portion of the R-6 zoned lot is a conforming lot. Mr. Embler responded in the affirmative. Mayor Pro-Tem Moore further questioned if there were any other structures on this side of Crump Street. Mr. Embler responded that they were all vacant lots.

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

The Written Finding of Facts

Article 13 Section 13-17 of the Town of Smithfield Unified Development Ordinance requires all applications for a zoning map amendment to address the following eight findings. At its October 6, 2015 regular meeting, the Town Council determined that the zoning map amendment is warranted.

Finding One of Eight:

The zoning petition is in compliance with all applicable plans and policies of the Town of Smithfield.

Agree: The rezoning request from the Residential to the Business zoning district meets all the Town's plans and policies and will blend in well with the adjacent land uses. The Comprehensive Land Use Plan directly indicates the subject property is best suited for commercial land uses. The rezoning will create a more conforming situation by not creating a split zoned lot.

Finding Two of Eight

The rezoning petition is compatible with established neighborhood patterns of the surrounding area.

Agree: The rezoning request is compatible with established neighborhood patterns which includes an existing commercial zoning district immediately west and south of the

subject property. The rezoning will allow for the creation of a conforming lot that will not be split zoned.

Finding Three of Eight

The rezoning petition is compatible with the changing neighborhood conditions that might warrant a rezoning.

Agree: The rezoning petition is compatible with the changing neighborhood conditions that might warrant a rezoning because the rezoning will allow for the creation of a conforming lot with a single zoning classification. Redevelopment or expansion of the exiting use of the property will be much easier with a single zoning classification.

Finding Four of Eight

The rezoning request is in the community interest.

Agree: The rezoning request is in the community interest because a nonconformity will be eliminated and the rezoning will allow for redevelopment opportunities that currently do not exist.

Finding Five of Eight

The request does not constitute "Spot Zoning"

Agree: Since adjacent nearby properties are presently zoned B-3 (Business) then it is unlikely an argument could be made for "spot zoning" or "small scale" zoning.

Finding Six of Eight

Present regulations deny or restrict the economic use of the property.

Agree: The property is currently zoned R-6 (Residential). Redevelopment of the property or improvements to the existing use cannot occur unless the property is rezoned.

Finding Seven of Eight

The availability of public services allows consideration of this rezoning request.

Agree: In addition to public water and sewer being available to the site, the property is served by the Town of Smithfield with electricity. CenturyLink and Time Warner also serve the area with phone and cable respectively.

Finding Eight of Eight

Physical characteristics of the site prohibit development under present regulations.

Agree: The property is not affected by physical restraints such as wetlands, stream buffers, potential flood hazard areas and storm water. There is no limiting geological and hydrological formation that would prohibit development (rock outcrops, lakes, etc.

Rezoning Permit Approval

Councilman Ashley made a motion, seconded by Councilman Williams, based upon satisfactory compliance with the above stated eight findings and fully contingent upon full incorporation of all statements entered into the record by the testimony of the applicant and applicant's representative, move to approve the Rezoning Petition RZ-15-03. Councilman Ashley, Councilman Williams, Mayor

Lampe and Mayor Pro-Tem Moore voted in favor of the motion. Councilman Harris, Councilman Lee and Councilman Scott voted against the motion. Motion carried 4-3.

2. Rezoning Request by Atlantic Resources Incorporated (RZ-15-04)

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

Planning Director Paul Embler addressed the Council on a rezoning request by Atlantic Resources Inc. The applicant is requesting to rezone approximately 6.521 acres of land from the B-3 (Business) zoning district to the HI (Heavy Industrial) zoning district. The property considered for rezoning is located on the southeast side of South Brightleaf Boulevard approximately 185 feet north of its intersection with Huntly Drive. The property is further identified as Johnston County Tax ID# 15060031.

Planning Director Paul Embler has incorporated his entire record and provided it to Council in written form in the October 6, 2015 agenda packet.

The Planning Board, at its September 3, 2015 meeting, voted to recommend approval of the petition to rezone a 6.52 acre tract of land from the B-3 (Business) zoning district to the HI (Heavy Industrial) zoning district. Unanimous

The Planning Department recommends approval of the request to rezone approximately 6.52 acres of land from the B-3 (Business) zoning district to the HI (Heavy Industrial) zoning district.

Mayor Lampe asked if there were any questions/from those in the audience that had been duly sworn to testify. There were none.

Mayor Lampe asked if there were any questions from Council.

Councilman Scott questioned how the business would be affected by the noise ordinance. Mr. Embler responded that there are no plans to operate the business during the hours of 11 pm to 6 am so it should not be affected. Noise complaints would be handled on case by case basis and would be addressed administratively.

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

The Written Finding of Facts

Article 13 Section 13-17 of the Town of Smithfield Unified Development Ordinance requires all applications for a zoning map amendment to address the following eight findings. At its October 6, 2015 regular meeting, the Town Council determined that the zoning map amendment is warranted.

Finding One of Eight:

The zoning petition is in compliance with all applicable plans and policies of the Town of Smithfield.

Agree: The rezoning request from the B-3 (Highway Entrance Business) to the HI (Heavy Industrial) zoning district generally meets all the Town's plans and policies and will blend in well with the adjacent land uses provided that required buffering is installed on the north side of property adjacent to the residential project.

Finding Two of Eight

The rezoning petition is compatible with established neighborhood patterns of the surrounding area.

Agree: The rezoning request is compatible with established neighborhood patterns which includes a commercial zoning district to the south and to the west of the subject property. An existing light industrial zoning district is directly to the east of the subject property.

Finding Three of Eight

The rezoning petition is compatible with the changing neighborhood conditions that might warrant a rezoning.

Agree: The rezoning petition is compatible with the changing neighborhood conditions that might warrant a rezoning because a demand for manufacturing facilities is creating a need for additional zoning districts that can support such uses.

Finding Four of Eight

The rezoning request is in the community interest.

Agree: The rezoning will allow for an additional industrial zoning district that can support manufacturing jobs while rehabilitating and underdeveloped and underutilized property located on a major commercial corridor. The redevelopment that will occur from the rezoning will increase the tax base as an additional benefit.

Finding Five of Eight

The request does not constitute "Spot Zoning"

Agree: Since adjacent nearby properties are presently zoned Heavy Industrial (Heavy Industrial) then it is unlikely an argument could be made for "spot zoning" or "small scale" zoning.

Finding Six of Eight

Present regulations deny or restrict the economic use of the property.

Agree: The property is currently zoned B-3 (Highway Entrance Business). Manufacturing uses and the jobs they may bring cannot occur unless the property is rezoned to the HI (Heavy Industrial) zoning district.

Finding Seven of Eight

The availability of public services allows consideration of this rezoning request.

Agree: In addition to public water and sewer being available to the site, the property is served by Duke Progress with electricity. CenturyLink and Time Warner also serve the area with phone and cable respectively.

Finding Eight of Eight

Physical characteristics of the site prohibit development under present regulations.

Agree: Much of the property is not affected by physical restraints such as wetlands, stream buffers, potential flood hazard areas and storm water. There is no limiting geological and hydrological formation that would prohibit development (rock outcrops, lakes, etc.).

Councilman Ashley made a motion, seconded by Mayor Pro-Tem Moore to vote in the affirmative to all of the above Findings. Unanimously approved.

Rezoning Permit Approval

Councilman Harris made a motion, seconded by Mayor Pro-Tem Moore, based upon satisfactory compliance with the above stated eight findings and fully contingent upon full incorporation of all statements entered into the record by the testimony of the applicant and applicant's representative, move to approve the Rezoning Petition RZ-15-04. Unanimously approved.

3. FFAH Johnson Court, LLC – Approved Resolution # 563 (13-2015)

This item was tabled by the Council at the September 1, 2015 meeting.

Mayor Pro-Tem Moore made a motion, seconded by Councilman Ashley, to reopen the public hearing. Unanimously approved.

Kristen Kirby with the Law Firm of Hunting and Williams addressed the Council on the proposed issuance by the Public Finance Authority ("PFA") of not to exceed \$75,500,000 Multifamily Housing Revenue Bonds, Series 2015 (Foundation for Affordable Housing North Carolina and Missouri Portfolio) (the "Bonds"), a portion of which in an amount not expected to exceed \$5,500,000 will be loaned to FFAH Johnson Court, LLC, a North Carolina limited liability company, an affiliate of the Foundation for Affordable Housing, Inc. (the "Borrower"), to finance the acquisition and renovation of an existing affordable multifamily rental housing development located in Smithfield. Ms. Kirby explained that PFA is a political subdivision of the State of Wisconsin created for the purpose of issuing tax-exempt and taxable conduit bonds for public and private entities nationwide. PFA is sponsored by the National Association of Counties, the National League of Cities, the Wisconsin Counties Association and the League of Wisconsin Municipalities. The Borrower has requested that PFA act as the issuer of the Bonds in order to achieve cost efficiencies by using a single bond issue to finance projects located in more than one state. The Bonds are not debt of the Town of Smithfield or PFA, but rather are payable solely from debt service payments received from the Borrower. Federal tax law requires that tax-exempt bonds issued to finance affordable housing be approved by the elected legislative body of the governmental unit that has jurisdiction over the area in which the facility is to be located after holding a public hearing (Internal Revenue Code Section 147(f)). The proposed facilities are within the jurisdiction of the Town. A portion of the proceeds of the Bonds will be loaned to the Borrower and used to finance and/or refinance the acquisition, rehabilitation, equipping and/or improvement of Johnson Court Apartments, a 70-unit multifamily rental housing development located at 2228 Kay Drive, Smithfield, North Carolina (the "Development"); to pay interest on the Bonds, to pay costs of issuance of the Bonds, and/or to fund a debt service reserve fund for the Bonds. PFA and the Borrower have requested the Town to approve the issuance of the Bonds solely for purposes of Section 147(f) of the Code. The Bonds will be sold in a public offering with Stifel, Nicolaus & Company, Incorporated as the underwriter, and are expected to be issued in early September, 2015. The Borrower will agree to repay the principal, premium, if any, and interest on the Bonds. Neither the Town nor PFA will have any liability whatsoever for the payment of principal or interest on the Bonds. Because no taxes or other revenues of the Town are pledged to pay these Bonds, the staff of the Town has made no financial analysis of the Bonds, the Borrower or the Development. The Bonds do not constitute a debt of the State of North Carolina or any political subdivision or any agency thereof, including the Town, or a pledge of the faith and credit of the State of North Carolina or any political subdivision or any such agency, including the Town, but are payable solely from the revenues and other funds provided for in a loan agreement between PFA and the Borrower. Accordingly the Town pledges neither its taxing power nor revenues for these Bonds, and the Bonds will not affect the Town's debt ratios or legal debt limit.

Ms. Kirby explained that at the last meeting, the Council had some concerns over safety issues at the apartment complex. Smithfield Police Captain R. Keith Powell explained that all security and safety issues have been addressed and corrected at the property. Captain Powell further explained that the Police Department went door to door with the new property manager and explained the types of activities that would no longer be tolerated.

Ms. Kirby explained that the security cameras have been installed and will be monitored by ADT. Ms. Kirby explained that the property owners were willing to do whatever was necessary to be good neighbors of the community.

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

Councilman Ashley, made a motion, seconded by Councilman Harris, to approve Resolution # 563 (13-2015). Unanimously approved.

**RESOLUTION # 563 (13-2015) OF THE TOWN COUNCIL
OF THE TOWN OF SMITHFIELD, NORTH CAROLINA
APPROVING THE ISSUANCE BY THE PUBLIC FINANCE AUTHORITY
OF BONDS ON BEHALF OF
FOUNDATION FOR AFFORDABLE HOUSING INC.**

WHEREAS, the Town of Smithfield, North Carolina (the "Town") is a political subdivision of the State of North Carolina and the Town Council (the "Governing Body") is the elected governing body of the Town; and

WHEREAS, the Public Finance Authority (the "Authority") has advised the Town that it is a commission organized under and pursuant to the provisions of Sections 66.0301, 66.0303 and 66.0304 of the Wisconsin Statutes, is authorized to issue tax-exempt, taxable, and tax credit conduit bonds for public and private entities throughout all 50 states and is jointly sponsored by the National Association of Counties, National League of Cities, Wisconsin Counties Association and League of Wisconsin Municipalities (the "Sponsors"); and

WHEREAS, FFAH Johnson Court, LLC, a North Carolina limited liability company (the "Borrower") the sole member of which is FFAH NC 9, LLC, a North Carolina limited liability company, of which Foundation for Affordable Housing Inc., a Delaware nonprofit corporation, is the sole member, has requested that the Authority adopt a plan of financing providing for the issuance of its Public Finance Authority Multifamily Housing Revenue Bonds, Series 2015 (Foundation For Affordable Housing North Carolina and Missouri Portfolio) (the "Bonds"), in one or more series from time to time, in an amount not to exceed \$75,500,000, and a portion of the proceeds from the sale of the Bonds, not expected to exceed \$5,500,000, will be used to finance and/or refinance the acquisition, rehabilitation, equipping and/or improvement of Johnson Court Apartments, a 70-unit multifamily rental housing development located at 2228 Kay Drive, Smithfield, North Carolina, and initially operated by PK Management, LLC, to pay interest on the Bonds, to pay costs of issuance of the Bonds, and/or to fund a debt service reserve fund for the Bonds (collectively, the "Project"); and

WHEREAS, the Authority has informed the Town that the remainder of the Bonds will be issued primarily to finance and/or refinance the acquisition and rehabilitation of certain other affordable housing developments elsewhere in the state of North Carolina, and in the state of Missouri; and

WHEREAS, the Bonds or a portion thereof will be "private activity bonds" for purposes of the Internal Revenue Code of 1986 (the "Code"), and pursuant to Section 147(f) of the Code, prior to their issuance, the Bonds are required to be approved by the "applicable elected representative" of a governmental unit having jurisdiction over the entire area in which the Project is located, after a public hearing held following reasonable public notice; and

WHEREAS, pursuant to Section 147(f) of the Code, the Governing Body, following notice duly given in the form attached hereto as Exhibit A (the "TEFRA Notice"), held a public hearing regarding the

financing of the Project and the issuance of the Bonds at its regularly scheduled meeting on September 1, 2015, and now desires to approve the financing and the issuance of the Bonds; and

WHEREAS, pursuant to Section 66.0304(11)(a) of the Wisconsin Statutes, prior to their issuance, bonds issued by the Public Finance Authority must be approved by the governing body or highest ranking executive or administrator of the political jurisdiction within whose boundaries the project is to be located; and

WHEREAS, the Borrower has requested that the Town approve the financing of the Project and the issuance of the Bonds in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Amended and Restated Joint Exercise of Powers Agreement Relating to the Public Finance Authority, dated as of September 28, 2010 (the "Joint Exercise Agreement") and Section 66.0304(11)(a) of the Wisconsin Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF Smithfield, North Carolina:

1. For purposes of the requirements of Section 147(f) of the Internal Revenue Code of 1986, the Governing Body hereby approves the issuance of the Bonds by the Authority, a portion of which will be used to finance the Project, in an aggregate principal amount not to exceed the amount set forth in the TEFRA Notice attached hereto as EXHIBIT A. In no event shall the Town, the State of North Carolina (the "State") or any political subdivision thereof be liable for such Bonds nor shall the Bonds constitute a debt of the Town, the State or any political subdivision thereof.
 2. It is the purpose and intent of the Governing Body that this Resolution constitute approval of the issuance of the Bonds by the Project Jurisdiction, which is the (or one of the) governmental unit(s) having jurisdiction over the area in which the Project is located, in accordance with Section 66.0304(11)(a) of the Wisconsin Statutes and Section 4 of the Joint Exercise Agreement.
 3. The officers of the Governing Body are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents that they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing approved hereby.
4. **Local Government Commission Financing of the Inflow and Infiltration and Raw Water Intake Project and approval of Resolution # 568 (18-2015)**

Councilman Ashley made a motion, seconded by Councilman Harris, to open the public hearing. Unanimously approved.

Finance Director Greg Siler explained that in accordance with North Carolina General Statute 160A-20, it required a unit of local government to hold a public hearing before entering into a contract involving the purchase or improvement of real estate. The purpose of the public hearing was to allow citizen input on an application to the Local Government Commission for the financing of Closed Circuit TV inspection and cleaning of approximately 39,250 linear feet of sewer line and rehabilitation of approximately 10,000 linear feet of sewer lines, and replacement/ rehabilitation of approximately 36 manholes in East, South and West Smithfield; and to install a sand removal system and related equipment at the raw water intake at the Neuse River. The loan amount is approximately \$1,430,000. Interest is fixed at an indicative rate of 3 % for 10 years. Payments would be made twice a year, estimated at \$83,301 or \$166,602 annually. A maximum water/sewer increase of .43 cents per 1000 gallons of usage is needed to meet the annual loan payment of \$166,602 which will not come due until sometime after July, 2016. The town is required by the LGC to estimate the impact on the water rate, so the finance director decided to be as conservative as possible by using the largest increase that could likely occur. This estimate is for informational and reference purposes in evaluating the potential impact of these projects on the town's budget and financial condition.

Mayor Lampe asked if there were any questions/from those in the audience. There were none.

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

Councilman Harris made a motion, seconded by Councilman Williams to approved Resolution # 568 (18-2015). Unanimously approved.

RESOLUTION # 568 (18-2015)
RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR APPROVAL OF A FINANCING AGREEMENT AUTHORIZED BY NORTH CAROLINA GENERAL STATUTE 160A-20

WHEREAS, the Town of Smithfield, North Carolina, desires to secure financing for the correction of sewer inflow and infiltration (I & I) problems in East and Southwest Smithfield to better serve the citizens of Smithfield; and make Improvements to the Raw Water Intake System; and

WHEREAS, The Town of Smithfield, North Carolina, desires to finance the Projects by the use of an installment contract authorized under North Carolina General Statute 160A, Article 3, Section 20; and

WHEREAS, findings of fact by this governing body must be presented to enable the North Carolina Local Government Commission to make its findings of fact set forth in North Carolina General Statute 159, Article 8, Section 151 prior to approval of the proposed contract;

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Smithfield, North Carolina, meeting in regular session on the 6 day of October, 2015, make the following findings of fact:

1. The proposed contract is expedient because the correction of inflow and infiltration (I & I) and improvements to the raw water intake system is needed to significantly reduce sewage treatment cost and water pumps repair/replacement cost, and the proposed contract would make the project feasible while ensuring proper debt management.
2. The proposed contract is preferable to a bond issue for the same purpose because the Town can correct the I & I and Raw Water Intake problems in a more timely manner while taking advantage of current purchase cost and practicing proper debt management. The Town can also service the debt on this project, fund other projects, and keep a healthy fund balance without significantly increasing the tax burden on the residents of the Town. The proposed amount of up to \$1,430,000 could not be prudently raised with current appropriations, unappropriated fund balance and non-voted bonds that could be raised in a timely manner.
3. The cost of financing under the proposed contract is expected to be approximately the same as the costs of issuing general obligation bonds.
4. The sums to fall due under the contract are adequate and not excessive for the proposed purpose. The Town will carefully review proposed financing rates with the help of the LGC and will closely monitor proposed construction costs to ensure sums are not excessive.
5. The Town of Smithfield debt management procedures and policies are good, as verified by the Town's Finance Director and through annual audits. The Town is in compliance with all applicable laws and will continue to manage its debt in such a manner.

6. The maximum increase in taxes necessary to meet the sums to fall due under the proposed contract will be no greater than 0 cents per \$100 valuation and is not deemed to be excessive.
7. The Town of Smithfield, North Carolina, is not in default in any of its debt service obligations.
8. The attorney for the Town of Smithfield has rendered an opinion that the proposed Project is authorized by law and is a purpose for which public funds may be expended pursuant to the Constitution and laws of North Carolina.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Interim Town Manager is hereby authorized to act on behalf of the Town of Smithfield, North Carolina, in filing an application with the North Carolina Local Government Commission for approval of the Project and the proposed financing contract and other actions not inconsistent with this resolution.

This resolution is effective upon its adoption this 6 day of October, 2015.

The motion to adopt this resolution was made by Councilman Perry Harris, seconded by Councilman Charles Williams and passed by a vote of 6 to 0.

CITIZENS' COMMENTS: None

CONSENT AGENDA:

Mayor Pro-Tem Moore made a motion, seconded by Councilman Harris, to approve the following items as listed on the Consent Agenda:

1. Approval of Minutes:

September 1, 2015– Regular Meeting
September 1, 2015 – Closed Session

2. Special Event – Alive after 5: The applicant, Millard Stallings, gained approval to conduct an outdoor concert event with amplified sound on October 15, 2015 from the hours of 6:00 pm – 9:00 pm at 121 North Fourth Street.
3. Special Event – Ribbon Cutting: The applicant, Ida Morton, gained approval to conduct a ribbon cutting/open house event on October 10, 2015 from the hours of 2:00 pm – 6pm in the Town Hall Park.
4. Special Event – Smithfield Halloween House: The applicant, Christian Callaway-Shiple, gained approval to conduct a Halloween event with amplified sound on October 31, 2015 from the hours of 5:00 pm – 8:00 pm at 208 East Davis Street. This event involves a street closure for the 200 block of East Davis Street.
5. Special Event – Praise in the Park: The applicant, On-Time Ministries Inc., gained approval to conduct an outdoor revival with amplified sound at Smith-Collins Park to be held on October 16th – October 17th.
6. Approval of Resolution #569 (19-2015) – Supporting the Johnston County Parks and Recreation Master Plan.

**RESOLUTION # 569 (19-2015) OF SUPPORT FOR ADOPTING THE
JOHNSTON COUNTY PARKS AND RECREATION PLAN**

WHERE AS, the Johnston County Sports Council, a committee of the Johnston County Tourism Authority, recognized the potential for sports and recreation to drive community growth and provide services to residents throughout the county; and

WHERE AS, all local municipalities and civic groups engaged in recreation pursuits may use the Johnston County Parks and Recreation Master Plan for planning purposes and individual grant applications to improve and development recreation facilities in their perspective communities; and

WHERE AS, all local municipalities and civic groups may use the Johnston County Parks and Recreation Master Plan as a tool to promote parks and recreation in the area, to direct priorities for parks and recreation services, to guide planning for expected growth, to provide general plan policy guiding land use and public services, to understand the public's issues and desires, and to identify funding gaps and directly meeting them; and

WHERE AS, the community partners may use the Johnston County Parks and Recreation Master Plan to determine needs for facilities/programs, have a policy framework for partnerships with the Johnston County Planning Department, and compare services to avoid duplication; and

WHERE AS, the Johnston County Parks and Recreation Master Plan may be adopted as part of the Johnston County Land Use Plan as it pertains to public lands, and development of future county recreation facilities, and in particular the completion of the Mountains to the Sea Trail; and

WHERE AS, the Johnston County Parks and Recreation Master Plan has several immediate, short and long term recommendations of value that require a county representative to facilitate; and

NOW, THEREFORE, LET IT BE RESOLVED THAT: *The Town of Smithfield*, supports the adoption of the Johnston County Parks and Recreation Master Plan as the official document of record for county recreation planning and development, and encourages the Johnston County Commissioners to pursue key recommendations in the plan for the betterment of recreation in Johnston County.

Adopted this the 6th day of October, 2015.

7. Approved and accepted a grant in the amount of \$8,800 from the Johnston County Visitor's Bureau for park improvements at the Community Park.
8. Approved amendments to the James P George Street Tree Line Endowment Agreement and the James B. George Beautification Endowment Agreement.
9. **Approved Resolution # 570 (20-2015)** declaring property as surplus and to be auctioned on GovDeals.com and two items to be donated to Johnston Community College

**TOWN OF Smithfield RESOLUTION # 570 (20-2015)
Authorizing the Sale of Certain
Personal Property at Public Auction**

WHEREAS, the Town Council of the Town of Smithfield desires to dispose of certain surplus property of the Town in accordance with NC GS 160A-270; and

WHEREAS, the Town Council of the Town of Smithfield desires to utilize the auction services of a public electronic auction service.

NOW, THEREFORE, BE IT RESOLVED by the Town Council that:

- The following described property is hereby declared to be surplus to the needs of the Town:

Dept.	Vin/Ser.#	Description
FD	TO4163435	Zoll Defibrillator –Donate to JCC
FD	TO4163434	Zoll Defibrillator –Donate to JCC

Transformers						
#	KVA	CSP/Conv	Brand	Serial #	OH/UG	1 or 3 Phase
1A	25	CSP	Transformer	2915015	oh	11
2A	50	CSP	GE	L106148Y73AA	ug	1
3A	50	CSP	SE	17637	oh	1
4A	25	CSP	WH	74AB5733	oh	1
5A	10	CSP	ABCChance	70B4688	oh	1
6A	50	Conv	GE	E903103-62Y	oh	1
7A	50	Conv	NA	76A471344	oh	1
8A	50	Conv	NA	76AA71862	oh	1
9A	25	CSP	Howard	634304379	oh	1
10A	50	CSP	WH	79A183709	oh	1
11A	25	CSP	WH	83A452655	oh	1
12A	25	CSP	WH	74AB5726	oh	1
13A	100		SE	711702	ug	1
14A	50	CSP	WH	77A425463	oh	1
15A	50	CSP	WH	71AJ8195	oh	1
16A	25	CSP	WH	D711BL25VA	oh	1
17A	25	CSP	WH	70A5355	oh	1
18A	25	CSP	GE	H622348Y68A	oh	1
19A	25	CSP	Elect. Ind.	6707766	oh	1
20A	15	CSP	SE	74AA12085	oh	1
21A	25	CSP	WE	77A042284	oh	1
22A	25	CSP	WE	80A480331	oh	1
23A	25	CSP	AC	4467783	oh	1
24A	25	CSP	Line Material	1911620	oh	1
25A	25	Conv	Howard	205231876	oh	1
26A	25	CSP	WH	80A480339	oh	1
27A	25	Conv	Howard	205251576	oh	1
28A	100	Conv	AC	4931497	oh	1
29A	15	CSP	WH	67AM2981	oh	1
30A	25	CSP	Mack G	68268E3810	oh	1
31A	25	CSP	WH	74AL11866	oh	1
32A	37.5	Conv	WH	67AM3170	oh	1
33A	50		SE	1123904	ug	1
34A	50	CSP	WH	76A502468713	oh	1
35A	25	CSP	ERMCO	10808644712	oh	1
36A	37.5	Conv	GE	J168890Y69A	oh	1

37A	150		GE	1455714174AA	ug	3
38A	100		Chance	84L13873	ug	1
39A	75	Conv	WH	69AM13470	ug	1
40A	37	CSP	SE	67AC2001	oh	1
41A	25	CSP	GE	G492170-66Y	oh	1
42A	25	CSP	WH	67AG3699	oh	1
43A	15	CSP	Line Material	1715962	oh	1
44A	25	CSP	WH	72AL15538	oh	1
45A	75	Conv	WH	69AM12715	oh	1
46A	50	CSP	WH	83A050774	oh	1
47A	25	CSP		NO TAG	oh	1
48A	75	Conv		NO TAG	oh	1
49A	100	Conv	GE	D952016-59Y	oh	1
50A	100	Conv	GE	D592017-59Y	oh	1
51A	100	Conv	SE	87612471	oh	1
52A	25	CSP	Howard	20187-1576	oh	1
53A	25	CSP	WH	71AH4022	oh	1
54A	25	CSP	Pole Star	6-04236-2-60	oh	1
55A	25	CSP	Wagner	71450547	oh	1
56A	25	CSP	GE	H622339Y68A	oh	1
57A	25	CSP	Wagner	5T68991	oh	1
58A	15	Conv	Howard	22033-1676	oh	1
59A	10	CSP	GE	D264843-58P	oh	1
60A	50	Conv	GE	F5033838-65P	oh	1
61A	15	CSP	WH	77A513342	oh	1
62A	37.5	CSP	Howard	53609-3974	oh	1
63A	100	Conv	SE	69491931	oh	1
total kva	2644.5					

- Two debribulators listed above will be declared surplus and donated to Johnston Community College for training purposes.
- The Interim Town Manager or his designee is authorized to receive, on behalf of the Town Council, bids via public electronic auction for the purchase of the described property.
- The public electronic auction will be held beginning no earlier than October 16, 2015.
- The Town Council further authorizes the disposal of Town surplus property by use of a public electronic auction system provided by GovDeals Inc. The property for sale can be viewed at **www.govdeals.com**. Citizens wanting to bid on property may do so at **www.govdeals.com**. The terms of the sale shall be: All items are sold as is, where is, with no express or implied warranties; All items will be sold for cash or certified check only; Payment must be received for all items sold before they may be removed from the premises; All items sold must be paid for and removed from the site of the sale within 5 business days of the sale, or they will be subject to resale.
- The Town Clerk shall cause a notice of the public auction for surplus property to be noticed by electronic means in accordance with G.S. 160A-270(c), available on the Town of Smithfield website www.smithfield-nc.com

- The highest bid, if it complies with the terms of the sale, may be accepted by the Finance Director or his designee and the sale consummated.

Adopted this 6th day of October, 2015.

10. Consideration and Approval of various Budget Amendments
 a. Request to Transfer Select Capital Expenditures to the Capital Project Fund

<u>GENERAL FUND</u>	<u>BEFORE</u>	<u>ADJ.</u>	<u>AFTER</u>
1. Revenue			
10-3710-0000 Loan Proceeds	<u>\$ 942,000</u>	<u>\$ (760,000)</u>	<u>\$ 182,000</u>
Expenditure			
10-5300-7400 Fire - Capital Projects (Fire Engine #3 Replacement)	\$ 535,000	(530,000)	\$ 5,000
10-5600-7400 Streets - Capital Outlay (Flatbed Truck)	90,000	(90,000)	-
10-5800-7400 Streets - Capital Outlay (Knuckleboom Truck)	<u>168,000</u>	<u>(140,000)</u>	<u>28,000</u>
	<u>\$ 793,000</u>	<u>\$ (760,000)</u>	<u>\$ 33,000</u>

To transfer budget from the General Fund (10) to the General Capital Projects Fund (46)

GENERAL FUND CAPITAL PROJECT FUND (46)

2. Revenue			
46-3900-5301 Loan - Fire Department	\$ -	\$ 530,000	\$ 530,000
46-3900-5800 Loan - Knuckleboom & Flatbed	\$ -	\$ 230,000	\$ 230,000
	<u>\$ -</u>	<u>\$ 760,000</u>	<u>\$ 760,000</u>
Expenditure			
46-5300-7400 Fire Engine #3 Replacement	-	530,000	530,000
46-5800-7400 Knuckleboom	-	140,000	140,000
46-5800-7401 Flatbed Truck	-	90,000	90,000
	<u>\$ -</u>	<u>\$ 760,000</u>	<u>\$ 760,000</u>

To transfer budget from the General Fund (10) to the General Capital Projects Fund (46)

3. Expenditure			
10-5600-7401 Streets - Capital/Street Resurfacing	\$ 300,000	(300,000)	\$ -
10-5600-3100 Streets - Vehicle Supplies and Maint.	6,000	(200)	5,800
10-5600-3300 Streets - Supplies/Operations	40,000	(200)	39,800
10-5600-3500 Streets - Drainage	<u>49,188</u>	<u>(300)</u>	<u>48,888</u>
	<u>\$ 395,188</u>	<u>\$ (300,700)</u>	<u>\$ 94,488</u>

To move powell bill expenses to separate department for easy tracking

4. Expenditure

10-5700-3100 Powell Bill - Vehicle Maintenance	\$	-	100	\$	100
10-5700-3300 Powell Bill - Supplies/Operations		-	100		100
10-5700-3301 Powell Bill - Sidewalk & Curb Repair		-	100		100
10-5700-3500 Powell Bill - Drainage		-	100		100
10-5700-3501 Powell Bill - Contract Serv./Right-A-Way		-	100		100
10-5700-7300 Powell Bill - Patch & Resurfacing		-	300,000		300,000
10-5700-7400 Powell Bill - Equipment		-	100		100
10-5700-7402 Powell Bill - Pave Unpaved Street		-	100		100
	\$	-	<u>300,700</u>	\$	<u>300,700</u>

To establish and move powell bill expenses from the Street Department to Powell Bill Department for easy tracking

WATER FUND

5. Revenue

	<u>BEFORE</u>	<u>ADJ.</u>	<u>AFTER</u>
30-3980-0007 Loan Proceeds	<u>\$ 2,545,000</u>	<u>\$ (2,035,000)</u>	<u>\$ 510,000</u>

Expenditure

30-7200-7400 - Capital (Raw Water Intake, Chlor. Dioxide, Elect Panels, Gen.)	\$ 1,046,000	\$ (870,000)	176,000
30-7220-7400 - Capital (I&I and NC210 Sewer Line)	<u>1,546,000</u>	<u>(1,165,000)</u>	<u>381,000</u>
	<u>\$ 2,592,000</u>	<u>\$ (2,035,000)</u>	<u>\$ 557,000</u>

To transfer budget from the Water Fund (30) to the Water/Sewer Capital Projects Fund (45)

WATER FUND CAPITAL PROJECT FUND (45)

6. Revenue

45-3900-1550 Loan - I&I and NC210 Sewer Line	\$ -	\$ 1,165,000	\$1,165,000
45-3900-1551 Loan - Various Water Plant Projects	<u>\$ -</u>	<u>\$ 870,000</u>	<u>\$ 870,000</u>
	<u>\$ -</u>	<u>\$ 2,035,000</u>	<u>\$2,035,000</u>

Expenditure

45-7200-7402 Electric Panel	-	100,000	100,000
45-7200-7403 Generator	-	90,000	90,000
45-7200-7404 Chlorine Dioxide System	-	150,000	150,000
45-7200-7405 Raw Water Intake Sand Removal System	-	530,000	530,000
45-7220-7412 I&I E. Smithfield	-	100,000	100,000
45-7220-7413 I&I S & W Smithfield	-	800,000	800,000
45-7220-7414 NC210 Sewer Line & PS3 Upgrade	-	265,000	265,000
	<u>\$ -</u>	<u>\$ 2,035,000</u>	<u>\$2,035,000</u>

To transfer budget from the Water/Sewer Fund (30) to the Water/Sewer Capital Projects Fund (45)

ELECTRIC FUND

7. Expenditure

31-7230-9102 Transfer to the Electric Capital Project Fund (47)	\$ -	85,000	\$ 85,000
31-7230-7400 Capital Outlay	496,000	(30,000)	466,000

31-9990-5300 Contingency	691,846	(55,000)	636,846
	<u>\$</u>		
	<u>1,187,846</u>	<u>\$ -</u>	<u>\$1,187,846</u>

To transfer budget from the Electric Fund (31) to the Electric Capital Projects Fund (47)

ELECTRIC FUND CAPITAL PROJECT FUND (47)

8. Revenue

47-3980-1400 Transfer From the Electric Fund	\$ -	\$ 85,000	\$ 85,000
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Expenditure

47-7230-7406 Substation Engineering	\$ -	85,000	\$ 85,000
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To transfer budget from the Electric Fund (31) to the Electric Capital Projects Fund (47)

Water Fund

9. Expenditure

30-7200-1701 Water Plant - Building Maintenance	\$ 53,000	(30,000)	\$ 23,000
30-7200-7400 Water Plant - Capital Outlay	1,046,000	30,000	1,076,000
	<u>\$</u>		
	<u>1,099,000</u>	<u>\$ -</u>	<u>\$1,099,000</u>

To transfer budget for door replacement from building maintenance/improvement to capital outlay

General Fund

10. Expenditure

10-4100-3402 General Government - Interim Manager	\$ -	12,000	\$ 12,000
10-9990-5300 Contingency	350,160	(12,000)	338,160
	<u>\$</u>		
	<u>350,160</u>	<u>\$ -</u>	<u>\$ 350,160</u>

To establish and fund a budget for the Interim Manager's travel (Hotel and Mileage)

GENERAL FUND

1. Revenue

10-3710-0000 Loan Proceeds	<u>\$ 942,000</u>	<u>\$ (760,000)</u>	<u>\$ 182,000</u>
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Expenditure

10-5300-7400 Fire - Capital Projects (Fire Engine #3 Replacement)	\$ 535,000	(530,000)	\$ 5,000
10-5600-7400 Streets - Capital Outlay (Flatbed Truck)	90,000	(90,000)	-
10-5800-7400 Streets - Capital Outlay (Knuckleboom Truck)	<u>168,000</u>	<u>(140,000)</u>	<u>28,000</u>
	<u>\$ 793,000</u>	<u>\$ (760,000)</u>	<u>\$ 33,000</u>

To transfer budget from the General Fund (10) to the General Capital Projects Fund (46)

GENERAL FUND CAPITAL PROJECT FUND (46)

2. Revenue

46-3900-5301 Loan - Fire Department	\$ -	\$ 530,000	\$ 530,000
46-3900-5800 Loan - Knuckleboom & Flatbed	\$ -	\$ 230,000	\$ 230,000
	<u>\$ -</u>	<u>\$ 760,000</u>	<u>\$ 760,000</u>

Expenditure

46-5300-7400 Fire Engine #3 Replacement	-	530,000	530,000
46-5800-7400 Knuckleboom	-	140,000	140,000
46-5800-7401 Flatbed Truck	-	90,000	90,000
	<u>\$ -</u>	<u>\$ 760,000</u>	<u>\$ 760,000</u>

To transfer budget from the General Fund (10) to the General Capital Projects Fund (46)

3. Expenditure

10-5600-7401 Streets - Capital/Street Resurfacing	\$ 300,000	(300,000)	\$ -
10-5600-3100 Streets - Vehicle Supplies and Maint.	6,000	(200)	5,800
10-5600-3300 Streets - Supplies/Operations	40,000	(200)	39,800
10-5600-3500 Streets - Drainage	49,188	(300)	48,888
	<u>\$ 395,188</u>	<u>\$ (300,700)</u>	<u>\$ 94,488</u>

To move powell bill expenses to separate department for easy tracking

4. Expenditure

10-5700-3100 Powell Bill - Vehicle Maintenance	\$ -	100	\$ 100
10-5700-3300 Powell Bill - Supplies/Operations	-	100	100
10-5700-3301 Powell Bill - Sidewalk & Curb Repair	-	100	100
10-5700-3500 Powell Bill - Drainage	-	100	100
10-5700-3501 Powell Bill - Contract Serv./Right-A-Way	-	100	100
10-5700-7300 Powell Bill - Patch & Resurfacing	-	300,000	300,000
10-5700-7400 Powell Bill - Equipment	-	100	100
10-5700-7402 Powell Bill - Pave Unpaved Street	=	100	100
	<u>\$ =</u>	<u>\$ 300,700</u>	<u>\$ 300,700</u>

To establish and move Powell bill expenses from the Street Department to Powell Bill Department for easy tracking

WATER FUND

5. Revenue

30-3980-0007 Loan Proceeds	<u>\$ 2,545,000</u>	<u>\$ (2,035,000)</u>	<u>\$ 510,000</u>
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Expenditure

30-7200-7400 - Capital (Raw Water Intake, Chlor.	\$ 1,046,000	\$ (870,000)	176,000
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Dioxide, Elect Panels, Gen.)			
30-7220-7400 - Capital (I&I and NC210 Sewer Line)	<u>1,546,000</u>	<u>(1,165,000)</u>	<u>381,000</u>
	<u>\$ 2,592,000</u>	<u>\$ (2,035,000)</u>	<u>\$ 557,000</u>

To transfer budget from the Water Fund (30) to the Water/Sewer Capital Projects Fund (45)

WATER FUND CAPITAL PROJECT FUND (45)

6. Revenue

45-3900-1550 Loan - I&I and NC210 Sewer Line	\$ -	\$ 1,165,000	\$1,165,000
45-3900-1551 Loan - Various Water Plant Projects	\$ -	\$ 870,000	\$ 870,000
	\$ -	\$ 2,035,000	\$2,035,000

Expenditure

45-7200-7402 Electric Panel	-	100,000	100,000
45-7200-7403 Generator	-	90,000	90,000
45-7200-7404 Chlorine Dioxide System	-	150,000	150,000
45-7200-7405 Raw Water Intake Sand Removal System	-	530,000	530,000
45-7220-7412 I&I E. Smithfield	-	100,000	100,000
45-7220-7413 I&I S & W Smithfield	-	800,000	800,000
45-7220-7414 NC210 Sewer Line & PS3 Upgrade	-	265,000	265,000
	\$ -	\$ 2,035,000	\$2,035,000

To transfer budget from the Water/Sewer Fund (30) to the Water/Sewer Capital Projects Fund (45)

ELECTRIC FUND

7. Expenditure

31-7230-9102 Transfer to the Electric Capital Project Fund (47)	\$ -	85,000	\$ 85,000
31-7230-7400 Capital Outlay	496,000	(30,000)	466,000
31-9990-5300 Contingency	691,846	(55,000)	636,846
	<u>\$ 1,187,846</u>	<u>\$ -</u>	<u>\$1,187,846</u>

To transfer budget from the Electric Fund (31) to the Electric Capital Projects Fund (47)

ELECTRIC FUND CAPITAL PROJECT FUND (47)

8. Revenue

47-3980-1400 Transfer From the Electric Fund	\$ -	\$ 85,000	\$ 85,000
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Expenditure

47-7230-7406 Substation Engineering	\$ -	\$ 85,000	\$ 85,000
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To transfer budget from the Electric Fund (31) to the Electric Capital Projects Fund (47)

Water Fund

9. Expenditure

30-7200-1701 Water Plant - Building Maintenance	\$ 53,000	(30,000)	\$ 23,000
30-7200-7400 Water Plant - Capital Outlay	<u>1,046,000</u>	<u>30,000</u>	<u>1,076,000</u>
	<u>\$ 1,099,000</u>	<u>\$ -</u>	<u>\$ 1,099,000</u>

To transfer budget for door replacement from building maintenance/improvement to capital outlay

General Fund

10. Expenditure

10-4100-3402 General Government - Interim Manager	\$ -	12,000	\$ 12,000
10-9990-5300 Contingency	<u>350,160</u>	<u>(12,000)</u>	<u>338,160</u>
	<u>\$ 350,160</u>	<u>\$ -</u>	<u>\$ 350,160</u>

To establish and fund a budget for the Interim Manager's travel (Hotel and Mileage)

b. Request to bring forward Encumbrances from the FY 14-15 Budget to the FY 15-16 Budget

ENCUMBRANCES FROM 2014-2015 TO 2015-2016

GENERAL FUND

10-4110-5712	Non Departmental - S.H.A.R.P.E. Reimbursement	4,000
10-4110-5710	Non Departmental - Chamber Marketing Initiative	20,000
10-4200-7400	Finance - Capital Outlay	<u>16,300</u>
		<u>\$ 40,300</u>

ELECTRIC FUND

31-7230-3504	Electric - ESA-BAYWA Solar	<u>180,432</u>
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ENCUMBRANCES FOR PURCHASE ORDERS ISSUED PRIOR TO 6/30/15

WATER FUND

1. Revenue

10-3990-000 Fund Balance Appropriation	\$ 200,000	\$ 40,300	\$ 240,300
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Expenditure

10-4110-5712 Non Departmental - S.H.A.R.P.E. Reimbursement	\$ 2,000	\$ 4,000	\$ 6,000
10-4110-5710 Non Departmental - Chamber Marketing Initiative	20,000	20,000	40,000
10-4200-7400 Finance-Capital Outlay	<u>4,000</u>	<u>16,300</u>	<u>20,300</u>
	<u>\$ 26,000</u>	<u>\$ 40,300</u>	<u>\$ 66,300</u>

To bring forward encumbrances from the 2014-2015 General Fund Budget to FY15-16

2. Revenue

30-3970-0700 Fund Balance Appropriation	\$ 517,080	\$ 24,871	\$ 541,951
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Expenditures

30-7200-7400 Water Plant - Capital Outlay (Rebuild Service Pump)	\$ 176,000	\$ 9,205	185,205
30-7220-7400 Water/Sewer - Capital Outlay (NC210 Sewer Line)	381,000	12,324	393,324
30-7220-7400 Water/Sewer - Capital Outlay (I&I Rehab Study)	393,324	2,760	396,084
30-7220-0400 Water/Sewer - Professional Services (AMOS Projec	<u>30,000</u>	<u>582</u>	<u>30,582</u>
	<u>\$ 980,324</u>	<u>\$ 24,871</u>	<u>\$ 1,005,195</u>

To bring forward encumbrances from the 2014-2015 Water/Sewer Fund Budget to FY15-16

3. Revenue

31-3970-0000 Fund Balance Appropriation	<u>\$ 285,854</u>	<u>\$ 166,878</u>	<u>\$ 452,732</u>
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Expenditures

31-7230-3300 Electric - Supplies/Operations (Transformer)	\$ 204,000	\$ 1,720	205,720
31-7230-0400 Electric - Professional Services	15,000	20,700	35,700
31-7230-3504 Electric - ESA-BAYWA Solar	<u>-</u>	<u>143,878</u>	<u>143,878</u>
	<u>\$ 219,000</u>	<u>\$ 166,298</u>	<u>\$ 385,298</u>

To bring forward encumbrances from the 2014-2015 Electric Fund Budget to FY15-16

11. North Carolina Eastern Municipal Power Agency Board of Commissioners Appointment: Approved the appointment of Interim Town Manager Jim Freeman to serve as First Alternate Commissioner representing the Town of Smithfield.

12. Advisory Board/ Committee Appointments

a. Art W. Andrews was appointed to serve a first term on the Historic Properties Commission.

b. Sarah Edwards was reappointed to serve a second term on the Board of Adjustments as an ETJ member

13. New Hire Report

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>	<u>Rate of Pay</u>
Police Officer I	Police	10-5100-0200	\$15.27/hr (\$34,143.72/yr)
Police Officer I	Police	10-5100-0200	\$15.27/hr (\$34,143.72/yr)
P/T Firefighter I	Fire	10-5300-0210	\$10.00/hr
P/T Firefighter I	Fire	10-5300-0210	\$10.00/hr
P/T Lifeguard	P&R – Aquatics	10-6220-0220	\$7.50/hr
P/T Lifeguard	P&R – Aquatics	10-6220-0220	\$7.50/hr
P/T Instructor	P&R – Aquatics 1	0-6220-0230	\$15.00/hr

14. Approved the promotion and 5 % salary increase of a Water Plant Operator I to the position of Water Plant Operator II.

15. For Informational Purposes - Letter received from Mr. V.R. Phipps stating his intent to purchase the Old Water Treatment Plant.

16. Approved to temporarily increase the annual salaries of up to 7.5% of the General Government Administrative Assistant and the IT/PC Specialist. These two employees will assume additional duties due to the departure of the HR Director/ PIO.

Unanimously approved.

BUSINESS ITEMS:

1. Authorized the Police Department to submit a grant application to the Governors Highway Safety Program to create a traffic safety team.

Chief of Police Michael Scott addressed the Council on a request to authorize the Police Department to submit a grant to the Governors Highway Safety Program (GHSP) to create a four officer traffic team. The grant application must be submitted in early January 2016 and, if awarded, will be effective beginning in October of 2016. The grant is a three year grant. The grant will cover all personnel and equipment expenses for a four officer traffic team. This includes: vehicles, vehicle equipment, radios, video cameras, officer salaries and benefits, officer equipment, potential salary increases during the grant period, fuel and radar units. The match amounts for the grant are 15% for year 1, 30% for year 2 and 50% for year 3. Equipment purchases are all included in the grant amounts for year one and are not spread over the 3 year period. It is estimated the year one grant amount would be \$500,000. The match amount for the Town would be \$75,000. In year 2, the grant amount would be \$280,000 with the

Town's match amount being \$84,000. Year 3 would be similar to year 2 in grant amount, but the match amount would increase to \$140,000. Following year three of the grant, all equipment becomes the property of the Town and the Town is under no obligation to continue the program. The number of officers hired under this grant could then be decreased through attrition, should the Council choose to do so. In summary, the Town would receive assets and police officer time equal to \$1,060,000 at a three year total cost to the Town of about \$300,000, or about 28 percent of the total cost. The Town is under no obligation to accept these funds until after the grant is approved and comes back in front of the town council for final approval.

Councilman Scott questioned how this would impact the budget. Chief Scott explained that it would not impact this year's budget, but would be budgeted in FY 2016-2017.

Councilman Williams made a motion, seconded by Councilman Scott, to authorize the Police Department to submit a grant application to the Governors Highway Safety Program to create a traffic safety team. Unanimously approved.

2. Authorized the Police Department to solicit applications for an Accreditation Manager and authorize changes to the salary schedule.

Chief of Police Michael Scott addressed the Council on a request to solicit applications for an accreditation manager and authorize changes to the salary schedule. Chief Scott explained that the Police Department's accreditation manager has resigned and taken a position with North Carolina Law Enforcement Training and Standards. The position is now vacant and is important to fill this position with a competent individual as soon as possible. Chief Scott stated the he would like to seek applications for a civilian employee to fill this position as opposed to a sworn officer. The accreditation position however has not been placed in the salary structure. A review of the 13 agencies in North Carolina that are Accredited and serving our classification of size, was conducted to determine an average annual salary for this position. The average salary for this position is \$52,800. The previous accreditation manager for the Smithfield Police Department was earning an annual salary of \$42,550. By using the average salary of \$51,266 as the midpoint in the Town's current salary schedule, the accreditation manager position should be placed as a Grade 19 employee, with a salary range between \$39,582.40 and 60,561.08. Minor savings will also be realized based on paying a decreased pension amount and decreased 401K benefit. Police separation allowance would also be eliminated upon retirement. By making the recommended adjustments, neither the Police Department's current employee salary line item nor its benefits line item would require any amending.

Councilman Williams made a motion, seconded by Councilman Scott, to approve the Police Department's request to add the Accreditation Manager position to the Grade 19 salary schedule and authorize the Chief of Police to accept applications for a non-sworn person to fill the vacancy. Unanimously approved.

3. Consideration and approval of an amendment to the Pay and Classification Plan to add a Career Ladder Plan for the Electric Department.

Interim Public Utilities Director Pete Connet addressed the Council on a request to amend the Pay and Classification Plan to add a Career Ladder Plan for the Electric Department similar to the Police, Fire, and Water Plant Departments. Mr. Connet Explained that for the past several years, Electricities has offered a Lineman Career Development Training Program (LCDP) which encourages non-experienced linemen to take classroom study and training, and hands-on training over several years, leading to a Journeyman Lineman designation that is recognized by the NC Department of Commerce. He further explained that there are four levels of training leading up to the Journeyman designation. Levels I and II are considered what we would like to call an Advanced Lineman, and Levels III and IV culminate with the Journeyman designation. In the current pay plan, an Electric Line Technician with no, or very little, experience begins at Pay Grade 15. The Electric Line Crew Leader is a Pay Grade 18, and the Electric Distribution Superintendent is at Pay Grade 23. Staff is recommending the following classifications additions to Pay Grades 16 & 17: Pay Grade 16 would include a new designation of "Advanced Lineman" for those individuals who have completed and passed the Levels I & II of the LCDP. Pay Grade 17 would include a new designation of

"Journeyman Lineman" for those individuals who have completed and passed Levels III & IV of the LCDP.

At the present time, the Public Utilities Department has two linemen who have completed and passed the classroom and field training required to receive the Journeyman Lineman designation by the NC Department of Commerce and Electricities. The Public Utilities Department also has one lineman that has completed and passed Levels I & II (now working on Level III) and would be eligible to be considered an Advanced Lineman. There will be no monetary impact to the current budget. Monies were included in the FY 16 budget for Career Advancement Opportunities.

Councilman Scott made a motion, seconded by Councilman Harris, to approve the salary increases for those linemen who have earned the Advanced Lineman and Journeyman Lineman designations and to add the following pay classification amendments:

- Pay Grade 16 would include a new designation of "Advanced Lineman" for those individuals who have completed and passed the Levels I & II of the LCDP.
- Pay Grade 17 would include a new designation of "Journeyman Lineman" for those individuals who have completed and passed Levels III & IV of the LCDP.

Unanimously approved.

4. Bid Award to Clearwater, INC. in the amount of \$125,744.91 for the Sand Removal – River Project.

Interim Public Utilities Director Pete Connet addressed the Council on a bid award to Clearwater Inc. for the sand removal river project. Mr. Connet explained that on Thursday, September 24, 2015, the Town opened bids, after legal advertisement for the equipment needed as part of the sand removal project at the Water Plant. There were three companies who submitted bids to furnish the equipment. They are as follows:

Clearwater Inc. of Hickory, NC	\$125,744.91
Heyward Incorporated of Charlotte, NC	\$154,136.00
Envirodyne Systems of Camp Hill, PA	\$135,225.00

The total budget for the project is \$530,000 in the Water Plant Capital Outlay line of the FY 16 budget approved by the Town Council. The engineer's estimate for the equipment portion of the project was \$150,000 and is a part of the total \$530,000 budgeted for the project. These equipment items are being bid early due to the lead time to manufacture the grit pump and related equipment. The Town is purchasing the following items: (1) a grit pump, (2) a classifier/sand separator, and (3) a control panel(s) for this equipment. At the bid opening, it was noticed that the low bidder did not properly acknowledge receipt of the four addendums that had been sent out after the bid documents were prepared. The Engineer and Town Staff contacted Mr. David Grose of Clearwater, Inc. by telephone following the opening of all the bids and inquired as to his receipt of all the addendums. He verbally acknowledged to staff that he indeed has received all of the addendums. The bid advertisement stated that the buyer (Town) reserves the right to waive any informality or to reject any or all bids. The four addendums have no significant, if any, monetary effect on the bid price. Town Staff reviewed this with the Town Attorney and it is the recommendation to waive this informality. The Wooten Company is continuing to work with the Water Plant Staff on the plans and specs for the installation of the equipment and the required structures to bring the project to completion. Those plans and specs will be reviewed by the State and bid at a later date. It is anticipated that those bids will be opened and awarded in the December/January timeframe. The estimated completion date for the entire project is on/or before April 30, 2016.

Councilman Ashley made a motion, seconded by Councilman Harris, to waive the informality in the apparent lower bid of Clearwater Inc. in regards to the proper acknowledgement of the four addendums to the bid documents, to award the contract for furnishing the necessary equipment needed for the Sand Removal River Project to Clearwater, Inc., in the amount of

\$125,744.91, and authorize the Mayor or the Interim Manager to sign the necessary documents to secure the equipment. Unanimously approved.

5. Approved the date for a public hearing per general statute NCGS 159B-16.1. Revenues – NCEMPA members for receiving final rate study recommendation and setting new rates.

Interim Public Utilities Director Pete Connet addressed the Council on consideration to hold a public hearing for review on the final rate study recommendation and to amend the current electric rates.

Councilman Harris made a motion, seconded by Councilman Scott, to hold the November 2015 regular meeting which will include the public hearing on November 10, 2015. Unanimously approved.

6. Consideration and approval of an alternate date to conduct the November 2015 Regular Meeting.

Councilman Harris made a motion, seconded by Councilman Scott, to hold the November 2015 regular meeting on November 10, 2015. Unanimously approved

Councilmembers Comments:

- Mayor Pro-Tem Moore expressed his appreciation to Chief of Police Michael Scott for severing as Interim Town Manager during Mr. Freeman's vacation.
- Councilman Williams questioned staff's progress on the Solar Farm Ordinance. Planning Director Paul Embler responded that the Planning Department's intern has completed the research. Staff should have a recommendation to the Council at the November meeting.

Councilman Williams informed Chief of Police Michael Scott that he has received complaints about the traffic and rate of speed on Martin Luther King Jr. Drive, Brogden Road and Community College Road. Chief Scott responded that the Police Department would conduct additional patrols of the area.

- Councilman Lee questioned the Police Department's progress on a substation in East Smithfield. Chief of Police Michael Scott responded that there are places available and one on Ward Street that he has looked in to, but he currently does not have adequate staff to man the substation. The Police Department has four sworn police officer vacancies. Once police officers are hired, he will move forward on the substation project.

Councilman Lee also questioned the buffer between the Pine Acres subdivision and the Smithfield Crossings Area. Planning Director Paul Embler responded that staff will make a recommendation to the Council at the November meeting.

- Councilman Harris stated that the truck traffic at the intersection of Market and Third Streets is a problem. Councilman Ashley agreed that this issue needs to be addressed and resolved. Chief Scott responded that he did considerable research on this issue. He stated that the Town cannot designate a truck route without NCDOT's approval and NCDOT mandates that every street that is not part of the truck route be marked as such. He informed the Council that at the intersection in question, the Council can prohibit trucks traveling to Highway 301 South from Market Street via Third Street. Councilman Harris suggested that Chief Scott bring a solution to this issue back to the Council for consideration at the November meeting. Mr. Harris also asked that Chief Scott discuss this matter with Downtown Smithfield Development Corporation.

Councilman Harris stated that he has heard some concerns about the potential traffic problems at the location of the new Starbucks and asked that this be monitored once Starbucks has opened.

Councilman Harris informed the members of the Council that NCDOT should begin the West Smithfield Beautification Project in early November. He further informed that Council that NCDOT has

decided that the I-95 bridge construction is slated to be included in the next fiscal year. He stated that some discussion with NCDOT was needed about maintaining the area around the bridge because it was unsightly.

Councilman Harris informed the members of the Council that the Town accepts online payments via the website, but the Town does not offer online bill pay through a patron's bank. Mr. Harris suggested that the Council consider possibly extending the time the Town allows people to pay their bills. Mr. Harris asked staff to investigate other options to improve the situation.

Councilman Harris stated that there has been discussion about demolition of the Old Water Treatment Plant and several who are interested in the property. He further stated that those interested in purchasing the Water Plant should submit detailed plans and financial information to the Council for review and consideration.

Councilman Harris made a motion, seconded by Mayor Pro-Tem Moore, to ask Interim Public Utilities Director Pete Connet to put out detailed bids for the demolition of the building and bring it back to the Council for consideration at the November meeting. Mr. Harris added that for anyone interested in purchasing the property that they are allowed until the November meeting to bring back to the Council a truly viable plan for the Old Water Treatment Plant. Unanimously approved.

Mayor Lampe questioned if the bids that were received were rough estimates or specific plans. Interim Public Utilities Director Pete Connet responded that they were rough estimates. Mr. Connet stated that he would try to have a more detailed bid packet and specific scope of work for the demolition of the Water Treatment Plant by the November meeting. Mayor Pro-Tem Moore stated that if the bids are not ready by November, then it needs to be readdressed by the Council on a final decision as to which way the Council would like to proceed.

- Councilman Scott expressed his appreciation to the Parks and Recreation Department for the service that they provide. He stated that the Community Park is very well kept and very nice.

Town Manager's Report:

- **Department Reports**

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

- **Manager's Updates**

Chief of Police Michael Scott gave the Council a brief update on the following issues:

- Advertising has been completed for the Town Manager's position.
- Visitor's Bureau would like to have a meeting with some members of Council concerning Wayfinding.
- Renovations have been completed in the Finance Department.
- Water Plant employee Robert Jordan recently retired with over 30 years of service to the Town
- Chief Scott expressed his appreciation to Interim Fire Chief John Blanton for keeping everyone informed during the potential storm.

Closed Session: Pursuant to NCGS 143-318.11 (a) (3) & (6)

Councilman Ashley made a motion, seconded by Councilman Harris, to go into closed session pursuant to NCGS 143-318.11 (a) (3) & (6) to consult with the Town Attorney and to discuss a personnel matter. Unanimously approved at 8:54 pm.

Reconvene in Open Session:

Councilman Harris made a motion, seconded by Councilman Ashley, to reconvene in open session. Unanimously approved at 9:53pm.

Adjourn

There being no further business, Councilman Harris made a motion, seconded by Councilman Ashley, to adjourn. Unanimously approved.

The meeting adjourned at approximately 9:54 pm.

ATTEST:

John H. Lampe II, Mayor

Shannan L. Williams, Town Clerk

**Town of Smithfield
Town Council
Action Form**

Item: Promotions

Date of Meeting: November 10, 2015

Date Prepared: October 13, 2015

Staff Work By: Chief Michael L. Scott

Presentation: Consent Agenda

Presentation:

This is a request to promote one police officer from the rank of Police Officer One (PO I) to Police Officer Two (PO II) and promote one officer holding the rank of PO II to Master Police Officer (MPO). Under the Town's Employee Handbook, all promotions to a higher pay grade will be accompanied by an increase to the next pay grade minimum salary or a 5% increase, whichever is greater. In these cases the required salary increases for the current budget year will be, respectively, \$1,053 and \$1,098.

The two officers have followed the attached career ladder policy found in the support documentation and have earned these promotions. The police chief recommends these promotions and a five percent salary increase for each officer, moving them to the next pay grade in the current Town salary schedule (also attached). These salary increases will not require a budget amendment to the current salary line item for the police department, 10-5100-0200, nor will it require the aforementioned salary line item to be increased for the next fiscal year.

Action Requested:

It is requested these Officers be allowed these promotions to be effective November 16, 2015.



Chapter 500
Personnel Policy 504: Promotions & Career Development
Effective Date: January 1, 2014 Revised Date: August 1, 2014
Approved by: Chief Michael L. Scott

Michael L. Scott

I. POLICY STATEMENT

It shall be the policy of the Department to select the most qualified candidates to fulfill the duties and responsibilities of each position within the agency. All aspects of this policy are in keeping with the Department's goals as an equal opportunity employer.

II. COMMENTARY

The purpose of this directive is to establish guidelines for the administration of the Department's promotion process.

A career ladder program will provide for the advancement of police officers who demonstrate increasing levels of knowledge, skills, and abilities. Advancement and promotional processes will be administered fairly and impartially, using testing and evaluation mechanisms that evaluate past performance as well as future potential through the use of job-related criteria.

III. PROCEDURES

A. Administration

1. The Smithfield Police Department is responsible for the administration of the promotion process. When deemed necessary, assistance may be utilized from other entities within or outside of Town government.
2. The Chief of Police has the authority and responsibility for administering the Department's promotion process. All promotional materials will be maintained and secured in the Chief's office.
3. Responsibilities of the Chief of Police include:
 - a) Maintaining authority over all phases of the process
 - b) Determining the skills, knowledge, and abilities required for each position
 - c) Initiating promotional processes on an as-needed basis
 - d) Selecting a candidate for promotion at the completion of the process

4. The Chief of Police may delegate selected duties to other Departmental employees to facilitate the promotional process.

5. When it is deemed in the best interest of the Department, the Chief of Police may waive any of the prescribes qualifications or eligibility requirements, except those established by the North Carolina Criminal Justice Education and Training Standards Commission or other legal authority.

B. Vacancy Announcements

1. Prior to the commencement of any promotional process, the Department will post written notices announcing the following information:

- a) Description of the position to be filled;
- b) Description of eligibility requirements;
- c) Closing date

2. Personnel eligible to participate in the promotional process will submit a letter of intent through the chain of command to the Chief of Police. The candidate's supervisor and each person in the chain of command will indicate approval or disapproval of the candidate's suitability to participate in the process. Disapprovals must be justified in writing and forwarded to the Chief of Police.

3. Once the application period for the given position has been officially closed, all eligible applicants who meet the minimum requirements for the position will be considered for the Department's promotional process. The Chief of Police or designee will ensure the eligibility of the applicants prior to the beginning of the promotion process.

4. When deemed necessary, the Chief of Police has the authority to order a written test for any promotional process. Written tests given will be standardized, validated, and approved by the Town Human Resources Department.

5. An officer who is not recommended for promotion by his/her supervisor will receive a written recommendation for improvement and a follow-up date for review by the supervisor. The officer has the right to appeal through the appropriate chain of command to the Chief of Police.

C. Promotional Procedures

1. Chief of Police or designee will conduct a review of applicable Human Resources and Departmental personnel records in order to evaluate the promotional potential of the candidates. This review serves to verify law enforcement credentials, certifications, and work performance history of the applicants to ensure that the minimum qualifications have been met for each applicant. Candidates are not ranked at this point of the process; however, candidates who do not meet all the preferred qualifications for the position may be eliminated at this stage of the process. Candidates are ranked according to their promotional potential only at the completion of the assessment center phase of the promotion process.

2. The promotional process will consist of an assessment designed to measure each candidate's ability to perform the specific job; The assessment will evaluate each candidate's performance in handling job-related problems and situations through specially-developed simulation exercises; Promotional assessments may include, but are not limited to, written projects, oral presentations, oral interviews, conflict role plays, and counseling role plays.
3. Prior to each promotional process, promotional procedures will be reviewed to determine current applicability. A description of the selection process will be provided to each candidate.
4. The Chief of Police will evaluate the Department's promotional process as needed. The process will be evaluated for validity and effectiveness. All components of the promotion process will be job related and non-discriminatory. Tests used in the process will be purchased from a commercial vendor that have completed validity studies for job relatedness and non-discriminatory practices.
5. For general promotional purposes, lateral entry from other agencies for supervisory positions will not be commonly practiced. However, prior experience at another law enforcement agency may be used toward meeting the requirements for a higher level position after initial entry requirements (including probationary period) are met. Prior experience with another agency will be assessed and a lateral-entry candidate's eligibility for hire above the classification of entry level officer will be evaluated by the Chief of Police on a case-by-case basis. (Exception to this is the position of Chief of Police and any other senior management positions as determined by the Town Manager).
6. Newly hired and newly promoted personnel will serve a probationary period of six months as required by the Town of Smithfield *Personnel Policy*. An evaluation of performance will be conducted after the completion of six months for newly promoted personnel. Newly hired personnel will be evaluated in accordance with Departmental standards.

D. Minimum Qualifications for Promotion

1. Sergeant

To be eligible for promotion to the position of Sergeant, candidates must:

- a) Have served as a Police Officer II for two years;
- b) Have completed a total of 172 training hours;
- c) Within 12 months of promotion to Sergeant, an officer must complete 40 hours of supervisory training;
- d) Have been awarded the Intermediate Law Enforcement Certificate by the North Carolina Criminal Justice Education and Training Standards Commission;
- e) Have received a rating of "Better than Satisfactory" or higher on the last two annual performance appraisals or a rating of "Outstanding" on the last annual performance appraisal;
- f) The effect of disciplinary action on eligibility for advancement is at the supervisor's discretion.

2. Lieutenant

To be eligible for promotion to the position of Lieutenant, candidates must:

- a) Have served as a Sergeant for two years;
- b) Have completed a total of 80 hours of Management/Supervision Training;
- c) Have been awarded the Intermediate Law Enforcement Certificate by the North Carolina Criminal Justice Education and Training Standards Commission;
- d) Have received a rating of "Better than Satisfactory" or higher on the last two annual performance appraisals or a rating of "Outstanding" on the last annual performance appraisal;
- e) The effect of disciplinary action on eligibility for advancement is at the supervisor's discretion.

3. Captain

To be eligible for promotion to the position of Captain, candidates must:

- a) Have served as a Lieutenant with the Smithfield Police Department for two years;
- b) Have been awarded the Advanced Law Enforcement Certificate by the North Carolina Criminal Justice Education and Training Standards Commission;
- c) Have received a rating of "Better than Satisfactory" or higher on the last two annual performance appraisals or a rating of "Outstanding" on the last annual performance appraisal;
- d) The effect of disciplinary action on eligibility for advancement is at the supervisor's discretion.

7. Newly hired and newly promoted personnel will serve a probationary period of six months as required by the Town of Smithfield *Personnel Policy*. An evaluation of performance will be conducted after the completion of six months for newly promoted personnel. Newly hired personnel will be evaluated in accordance with Departmental standards.

E. Review and Appeal

1. Within (5) working days of the conclusion of a promotional process, candidates may review their performance results in each element of the promotional process to include:

- a) Review of the answer key to any written exams administered, unless prohibited by the leaseholder of the test
- b) Review of the written results of scored elements of the selection process
- c) Review of reports/materials used in the selection process

However, in accordance with NCGS 160A-168(C1), testing or examination materials may be withheld from disclosure to the employee or other persons if the material was used solely to determine qualifications for promotion and in the opinion of the agency the disclosure of such material would compromise the objectivity or the fairness of the testing or examination process.

2. Candidates may contest any results filed by requesting a meeting with the Chief of Police or designee administering the process. The Chief of Police or designee will conduct a review of the report(s) and discuss findings with all staff in the supervisory chain of command.

3. The Chief of Police or designee will inform the contesting employee of the final decision at the completion of the review.

4. If an employee feels that fair treatment has not been received during any portion of the promotional process, he/she is urged to use the Department's grievance procedures contained in Policy 507.

F. Career Ladder

1. The career ladder program will include the following classifications.

- a) Police Officer I
- b) Police Officer II
- c) Master Police Officer

2. Each level in the career ladder will have certain minimum requirements necessary to qualify for advancement or promotion to the next level. Upon fulfilling the requirements necessary for advancement to Police Officer II and Master Police Officer the officer will submit a memorandum to the Chief of Police containing the following information:

- a) Hire date
- b) Date of last advancement, if applicable
- c) Level of education
- d) Complete list of required classes and dates attended
- e) Date awarded applicable law enforcement certificate(s)

3. This memorandum must be endorsed by the officer's Team Commander and the appropriate Division Commander. The Division Commander will forward the memorandum to the Chief of Police after having verified the information contained therein.

4. An officer who is not recommended for advancement will receive a written recommendation for improvement and a follow-up date for review by the supervisor. The officer has the right to appeal through the appropriate chain of command to the Chief of Police.

5. After consideration of all factors deemed relevant by the Chief of Police, the officer will be notified of the advancement decision within 30 days following receipt of the memorandum by the Chief of Police.

G. Minimum Qualifications for Advancement

1. Police Officer I

Entry-level candidates must:

- a) Meet the basic requirements established by the North Carolina Criminal Justice Education and Training Standards Commission
- b) Meet minimal requirements for employment with the Town of Smithfield as set forth in the Town of Smithfield Personnel Policy
- c) Appear before a Department review board made up of officers selected by the Chief of Police
- d) Pass an extensive background investigation and successfully complete a psychological evaluation, physical examination, drug test, and polygraph examination

All finalists will be interviewed by the Chief of Police. Within the first two years of employment, officers are required to attend the following classes after completing Field Training:

- a) Officer Survival (minimum 24 hours)
- b) Standardized Field Sobriety Testing
- c) Public Speaking

2. Police Officer II

To be considered for advancement to Police Officer II, candidates must:

- a) Have completed the following time in grade as a Police Officer I, based on level of education:

No Degree -3 years as a Police Officer I

Associate Degree - 2 years as a Police Officer I

Bachelors Degree - 1 year as a Police Officer I

An officer with a minimum of five years full-time previous law enforcement experience with another agency will be eligible for advancement to Police Officer II after one year of service with the Smithfield Police Department, provided that all other requirements for Police Officer II are met.

- b) Have completed a total of 160 training hours, including:
 - 40 hours of Community Policing Training
 - 40 hours of Traffic Enforcement Training
 - 40 hours of Investigations Training
 - 40 hours of training in any law enforcement topic

- c) Have been awarded the Basic Law Enforcement Certificate by the North Carolina Criminal Justice Education and Training Standards Commission
- d) Have received a rating of "Satisfactory" or higher on the last annual performance appraisal
- e) The effect of disciplinary action on eligibility for advancement is at the supervisor's discretion.

3. Master Police Officer

To be considered for advancement to Master Police Officer, candidates must:

- a) Have served as a Police Officer II for two years

An officer with a minimum of five years previous full time law enforcement experience with another agency will be eligible for advancement to Master Police Officer after one year of service with the Smithfield Police Department as a Police Officer II, provided that all other requirements for Master Police Officer are met.

- b) Have completed a total of 280 training hours, including:

40 hours of Management/Supervision Training

80 hours of Community Policing Training (includes 40 hours as Police Officer II)

160 hours of training in any law enforcement topic

- c) Have been awarded the Intermediate Law Enforcement Certificate by the North Carolina Criminal Justice Education and Training Standards Commission
- d) Have received a rating of "Better than Satisfactory" or higher on the last two annual performance appraisals or a rating of "Outstanding" on the last annual performance appraisal
- e) The effect of disciplinary action on eligibility for advancement is at the supervisor's discretion.

Town of Smithfield Salary Schedule

July 1, 2009 thru June 30, 2010

(No COLA, No Merit for FY 09-10)

(53%)

Grade	JOB TITLE	F L S A	Pos Code	7/1/08PROB Hourly Rate +3%	7/1/08PROB Annual Salary	7/1/08 MIN Hourly Rate	7/1/08 MIN Annual Salary	7/1/08MAX Annual Salary
6	General Maintenance Worker - Public Works		1003	9.55	19864.00	10.03	20862.40	31919.48
	General Maintenance Worker - Fire		3010					
7	Facility Maintenance Specialist - Parks & Rec		1002	10.03	20862.40	10.54	21923.20	33542.50
	Facility Maintenance Specialist - Public Works Sanitation Worker		1004					
8	Street Maintenance Worker		1005	10.54	21923.20	11.07	23025.60	35229.17
9	Collections Assistant		11	11.07	23025.60	11.63	24190.40	37011.32
	Meter Reader		1061					
	Administrative Secretary/Receptionist - Gen. Govt Administrative Secretary/Receptionist -Police		20					
10	Meter Technician		1060	11.63	24190.40	12.22	25417.60	38888.93
	Street Signs Specialist		1031					
	Utility Line Mechanic		1046					
	Sr. Collections Assistant		13					
11	Sanitation Equipment Operator		1013	12.22	25417.60	12.84	26707.20	40862.02
	Equipment Operator Trainee							
12	Administrative Support Specialist - Fire		3019	12.84	26707.20	13.49	28059.20	42930.58
	Administrative Support Specialist - GenGovt		22					
	Administrative Support Specialist -Parks/Rec		2005					
	Administrative Support Specialist - Planning		23					
	Administrative Support Specialist - Police		3045					
	Administrative Support Specialist - CS - PubUtil		1095					
	Administrative Support Specialist - Public Works		1008					
	Animal Control Officer		3021					
	Compactor Operator		1014					
	Customer Service Representative		1097					
	Equipment Operator		1011					
	Finance Assistant		12					
	Meter Reader/PC Specialist		1062					
	Patient Accounts Representative - EMS		2099					
	Police Records Clerk		3040					
	Pump Station Mechanic		1041					
Water Plant Operator I		1051						
Water Maintenance Technician		1048						
13	Equipment Mechanic		1021	13.49	28059.20	14.17	29473.60	45094.61
	Parks & Grounds Crew Leader		2012					
	Public Works Crew Leader		1012					
	Sr. Customer Service Rep		1096					
	Water Plant Operator II		1052					
14	Facilities/Streets Maintenance Supervisor		2008	14.17	29473.60	14.88	30950.40	47354.12
	Facility Maintenance Supervisor		1010					
	Sanitation Crew Supervisor		1007					
	Water Plant Operator III		1053					
	Utility Line Crew Supervisor		1049					
	Wastewater System Technician Water System Technician		1047 1043					

Grade	JOB TITLE	F L S A	Pos Code	7/1/08 PROB Hourly Rate +3%	7/1/08 PROB Annual Salary	7/1/08 MIN Hourly Rate	7/1/08 MIN Annual Salary	7/1/08 MAX Annual Salary
15	Electric Line Technician		1064	14.88	30950.40	15.63	32510.40	49740.92
	Engineering Technician		1070					
	Firefighter I (Day Shift)		3013					
	Firefighter I (ABC Shift - 42/hrs wk)		3012	14.17	30947.28	14.88	32497.92	49721.82
16	Accounts Payable Technician I		31	15.63	32510.40	16.42	34153.60	52255.01
	Zoning Enforcement Officer		51					
	(2340/yr) EMT-Paramedic I		3001					
	(2470/yr) EMT-Paramedic I (Part-Time Hrly Pay)		3004					
	(2236/yr) Firefighter II (Day Shift)		3017					
	Firefighter II (ABC Shift 42 hr/wk)		3015	14.88	32497.92	15.63	34135.92	52227.96
	Police Officer I (43 hr wk)		3043	14.54	32511.44	15.27	34143.72	52239.90
17	Athletic Programs Supervisor		2006	16.42	34153.60	17.25	35880.00	54896.40
	Customer Services Supervisor		1098					
	EMT Paramedic II		3005					
	Fire Engineer (Day Shift)		3018					
	Minimum Housing Code Enforcement Officer		62					
	Payroll/Accounting Technician II		14					
	Purchasing Agent		48					
	Recreation Programs Supervisor		2011					
	Fire Engineer (42 hr/wk)		3011	15.63	34135.92	16.42	35861.28	54867.76
	Police Officer II (43 hr wk)		3049	15.27	34143.72	16.04	35865.44	54874.13
18	Aquatics Center Supervisor		2016	17.25	35880.00	18.12	37689.60	57665.09
	Electric Line Crew Leader		1066					
	Fire Inspector I		3008					
	Planner/GIS Technician		60					
	Police Support Services Manager	E	3041					
	Senior EMT-Paramedic		3006					
	Master Police Officer (43 hr/wk)		3047	16.04	35865.44	16.85	37676.60	57645.20
19	Sr. Planner		61	18.12	37689.60	19.03	39582.40	60561.08
	EMS Captain		2098					
	Fire Captain (42 hr/wk ABC Shift)		3016	17.26	37695.84	18.13	39595.92	60581.76
	Police Sergeant (43 hr wk)		3044	16.85	37676.60	17.70	39577.20	60553.12
20	Chief Water Plant Operator		1055	19.03	39582.40	19.99	41579.20	63616.18
	IT Analyst/Billing Supervisor		35					
	Water Plant Chemist		1057					
21	Recreation Center Supervisor		2013	19.99	41579.20	20.99	43659.20	66798.58
	Police Lieutenant (43 hr wk)		3048	18.59	41567.24	19.52	43646.72	66779.49
22	Fire Marshall		3007	20.99	43659.20	22.04	45843.20	70140.10
	Water Plant Superintendent	E	1059					
23	Electric Distribution Superintendent	E	1069	22.04	45843.20	23.15	48152.00	73672.56
	Emergency Services Division Chief / Fire Marshall		2097					
	Emergency Services Division Chief / EMS Div.		2096					
	Police Captain	E	3057					
	Public Works Superintendent	E	1038					
	Recreation & Aquatics Center Director	E	2015					
24	Sr. Athletics Programs Supervisor & Asst P/R Director	E	2004					
	Water/Sewer Line Superintendent	E	1050	23.15	48152.00	24.31	50564.80	77364.15

Grade	JOB TITLE	F L S A	Pos Code	7/1/08 PROB Hourly Rate +3%	7/1/08 PROB Annual Salary	7/1/08 MIN Hourly Rate	7/1/08 MIN Annual Salary	7/1/08MAX Annual Salary
25	Assistant Fire Chief / Deputy Chief	E	3002	24.31	50564.80	25.53	53102.40	81246.68
26	Town Clerk/Human Resources Director Planning Director	E E	25 59	25.53	53102.40	26.81	55764.80	85320.15
27	Finance Director Parks/Recreation Director	E E	49 2019	26.81	55764.80	28.15	58552.00	89584.56
28	Police Chief Public Utilities Director Fire Chief/Dir. Emergency Services	E E E	3059 1099 3009	28.15	58552.00	29.56	61484.80	94071.74
	City Manager	E	99					

Town of Smithfield Town Council Information Form

Item: Promotion

Date of Meeting: November 10, 2015 **Date Prepared:** November 03, 2015

Staff Work By: Connet, Kerigan, Freeman

Presentation: Consent Agenda

Background:

The Career Ladder plan for the Electric Department was presented and approved at the October 6th meeting by the Council. One for the W/S Department as was mentioned by several Councilmembers at the meeting.

Staff is requesting an amendment to the Pay and Classification Plan to add a Career Ladder Plan for the Water/Sewer Department similar to the Police, Fire, Water Plant and Electric Departments.

In the current pay plan, Utility Line Mechanic with no, or very little experience, begins at Pay Grade 10. Staff is recommending the following classification additions:

- Pay Grade 11: Advanced Utility Line Mechanic**
- Pay Grade 12: Senior Utility Line Mechanic**

This salary increase will not require a budget amendment to the current salary line item for the Public Utility – Water/Sewer Department, 30-7220-0200. The Staff recommends the approval of this request in an effort to attract and retain qualified individuals who are dedicated to providing the best possible service to our citizens.

Action Requested:

Approve the above mentioned classification additions.

**Town of Smithfield
Town Council
Action Form**

Item: Consideration and approval to reclassify the Human Resources Director/ Public Information Officer position and increase the salary of the current employee

Date of Meeting: November 10, 2015

Date Prepared: November 2, 2015

Staff Work By: J. Freeman, M. Scott, and S. Williams

Presentation: Consent Agenda

Presentation:

It has been the consensus of the Council to reclassify the Human Resources Director / Public Information Officer position to the position of Human Resources, Public Information Director and Economic Development Liaison. Attached hereto is the proposed job description that is inclusive of all Council recommendations. This position is not currently included in the salary schedule and staff's recommendation is that the position be added to pay grade 25. With the additional supervisory responsibilities and economic development duties, it was also the consensus of the Council to increase the annual salary of the current employee to \$64,988.83.

Action Requested

Consider the reclassification, job description, and salary increase.

HUMAN RESOURCES, PUBLIC INFORMATION DIRECTOR and ECONOMIC DEVELOPMENT LIAISON

General Statement of Duties

Serves as Human Resources Director, Public Information Supervisor and Economic Development Liaison for the Town.

Distinguishing Features of the Class

An employee in this class serves as the Human Resources Director and provides human resources administration for the Town. Work requires an understanding of the laws and regulations related to human resource management; human resources principles and practices; a knowledge of Town programs, activities, and operations; and skill in handling sensitive information, data, and materials in a professional manner. Independent judgment and initiative are required. Work is performed under the supervision of the City Manager. Work is reviewed through observation, conferences, effectiveness of programs, and compliance with legal and statutory requirements. Other responsibilities will include support for, and performance of, public information and economic development duties for the town; an understanding of essential public information practices and procedures for a local government; and, knowledge of basic economic development principles.

Duties and Responsibilities

Essential Duties and Tasks

Human Resources Director: Plans, organizes and directs the administration of various programs; recruitment and selection, position classification, employee benefits, wage and salary administration, payroll, performance appraisals, workers compensation, employee relations, grievance and appeals procedures, EEO and FLSA, insures compliance with State, National and local laws;
Plans and supervises the formulation, implementation and administration of the Town's personnel policies;
Formulates personnel policy recommendations and presents proposed new policies or changes to the Town Council;
Provides information and assistance on a wide variety of human resources activities;
Monitors compliance with federal, state, county and local laws concerning legal employment practices;
Researches personnel trends and recommends new or revised activities, policies or procedures;
Reviews and approvals all personnel actions, forms, payroll and new hires;
Monitors expenditures for departmental budget;
Conducts policy reviews, and investigates employee/citizen complaints;
Hires, trains, supervises and evaluates the work of professional and support staff in administering policies, procedures and programs;

Human Resources, Public Information Director and Economic Development Liaison
Rev. 10-15

Public Information Supervisor: Formulates strategy as to themes in city information campaigns and recommends outlets for information dissemination;

Researches, writes, photographs, prepares graphic design, prints, and distributes city and department information such as the citizen handbook, Town calendar, brochures, public notices, bill inserts, and display advertisements; Develops, produces or contracts video information programs about Town services and public service announcements as budgeted;

Coordinates with the IT staff on the operation and maintenance of the government cable access channel to include live cable casting, tape delay, replay, remote feeds, electronic information messages, and troubleshooting video equipment problems;

Prepares the Town's public information program budget requests;

Coordinates media relations, writes news releases and articles, and assists in preparing the appropriate staff in radio and television interviews and promotions;

Coordinates public information and media relations during emergency management situations;

Schedules and coordinates high profile special events and projects;

Advises departments on the optimum approach in public relations and communications and provides assistance in major events;

Coordinates with and manages IT staff to post public information programs and will be responsible for oversight and management of the Town website

Economic Development Duties: Facilitates community and economic development process;

Under the supervision of the Town Manager, coordinates efforts of the governing body, Town Economic Development Committee, Town Manager and/or other town staff in promoting the business and economic development interests of the town;

Close working relationship with Planning Department as it relates to new businesses. Will assist new businesses during the Town's Planning and Zoning process

Provides assistance in the development of economic and community development plans;

Research and provide recommendations on community development opportunities;

Assess results of economic development studies and agreements and make recommendations;

Identify sectoral opportunities for economic development (i.e. tourism, shopping, manufacturing; dining, etc.);

Facilitate maintaining and preparing current information with departments and organizations on utilities, taxes, zoning, transportation, community services, financing tools and incentives in order to respond to requests for information for economic development purposes;

Participates in a business visitation program and conducts personal visits to city businesses to assess business climate issues and concerns;

Acts as liaison between local organizations, businesses and industry concerning economic development Works with Johnston County Economic Development Director and Office;

Supports the Smithfield Downtown Development Association and the Smithfield Chamber of Commerce;

Assists and coordinates with organizations on creation of job development projects;

Identifies capital development program opportunities;

Identifies community resources regarding training and development requirements to take advantage of economic development opportunities;

Prepare proposals for funding to support community economic development;

Facilitate with the Planning Department and local organizations, coordination and maintenance of files and records on local businesses and economic development opportunities.

Additional Job Duties

Performs related duties as required or requested by Town Manager.

Recruitment and Selection Guidelines

Knowledge, Skills and Abilities

Considerable knowledge of general statutes, policies, procedures, and processes of Town government's operations, actions and processes.

Considerable knowledge of the principles, practices, laws and regulations related to human resources administration (i.e. FLSA, EEO, employee relations, grievance appeals and processes, adopted personnel regulations).

Considerable knowledge of modern public information and public relations practices, procedures, and principles in the local government sector.

Considerable knowledge of standard modern office management and administrative practices and procedures;

Considerable knowledge of the principles of grammar, spelling and composition, considerable knowledge of office technology;

Considerable knowledge of Town government including the Council-Manager form of government;

Skill in the use of modern office equipment, media, sound, and video equipment with necessary skill and speed;

Ability to exercise sound judgment in making decisions in conformance with laws, regulations, and policies;

Ability to plan, organize, and prioritize a variety of work functions, including coordination with departments and other staff;

Ability to communicate effectively in oral and written forms.

Ability to establish and maintain effective working relationships with elected and appointed officials, community groups, political and legislative groups, department heads, employees, and the general public;

Ability to handle confidential information appropriately; and

Ability to prepare reports, present facts and recommendations and exercise judgment in arriving at conclusions.

Has proficient knowledge of local, regional and territorial economic development potential and opportunities;

Maintains an understanding of relevant municipal legislation, policies and procedures as it pertains to economic development;

Ability to identify and promote community economic development projects and initiatives.

Physical Requirements

Must be able to physically perform the basic life operational functions of fingering, talking, hearing, and repetitive motions.

Must be able to perform sedentary work exerting up to 10 pounds of force occasionally and/or negligible amount of force frequently or constantly to lift objects.

Must possess the visual acuity to take and transcribe minutes and dictation, operate a computer terminal, and do extensive reading.

Desirable Education and Experience

Graduation from college with a BA/BS in public, business administration, planning or related other field and experience in human resource administration and public information and/or public relations in promoting local government entities; or an equivalent combination of education and experience.

Special Requirement

Must attend yearly Public Personnel Employment Law Updates by the Institute of Government or similar institution; must attend annually courses or conferences on public information and public relations as it relates to public entities.

Town of Smithfield Salary Schedule

July 1, 2009 thru June 30, 2010

(No COLA, No Merit for FY 09-10)

(53%)

Grade	JOB TITLE	F L S A	Pos Code	7/1/08PROB Hourly Rate +3%	7/1/08PROB Annual Salary	7/1/08 MIN Hourly Rate	7/1/08 MIN Annual Salary	7/1/08MAX Annual Salary
6	General Maintenance Worker - Public Works General Maintenance Worker - Fire		1003 3010	9.55	19864.00	10.03	20862.40	31919.48
7	Facility Maintenance Specialist - Parks & Rec Facility Maintenance Specialist - Public Works Sanitation Worker		1002 1004	10.03	20862.40	10.54	21923.20	33542.50
8	Street Maintenance Worker		1005	10.54	21923.20	11.07	23025.60	35229.17
9	Collections Assistant Meter Reader Administrative Secretary/Receptionist - Gen. Govt Administrative Secretary/Receptionist - Police		11 1061 20	11.07	23025.60	11.63	24190.40	37011.32
10	Meter Technician Street Signs Specialist Utility Line Mechanic Sr. Collections Assistant		1060 1031 1046 13	11.63	24190.40	12.22	25417.60	38888.93
11	Sanitation Equipment Operator Equipment Operator Trainee		1013	12.22	25417.60	12.84	26707.20	40862.02
12	Administrative Support Specialist - Fire Administrative Support Specialist - GenGovt Administrative Support Specialist -Parks/Rec Administrative Support Specialist - Planning Administrative Support Specialist - Police Administrative Support Specialist - CS - PubUtil Administrative Support Specialist - Public Works Animal Control Officer Compactor Operator Customer Service Representative Equipment Operator Finance Assistant Meter Reader/PC Specialist Patient Accounts Representative - EMS Police Records Clerk Pump Station Mechanic Water Plant Operator I Water Maintenance Technician		3019 22 2005 23 3045 1095 1008 3021 1014 1097 1011 12 1062 2099 3040 1041 1051 1048	12.84	26707.20	13.49	28059.20	42930.58
13	Equipment Mechanic Parks & Grounds Crew Leader Public Works Crew Leader Sr. Customer Service Rep Water Plant Operator II		1021 2012 1012 1096 1052	13.49	28059.20	14.17	29473.60	45094.61
14	Facilities/Streets Maintenance Supervisor Facility Maintenance Supervisor Sanitation Crew Supervisor Water Plant Operator III Utility Line Crew Supervisor Wastewater System Technician Water System Technician		2008 1010 1007 1053 1049 1047 1043	14.17	29473.60	14.88	30950.40	47354.12

Grade	JOB TITLE	F L S A	Pos Code	7/1/08 PROB Hourly Rate +3%	7/1/08 PROB Annual Salary	7/1/08 MIN Hourly Rate	7/1/08 MIN Annual Salary	7/1/08 MAX Annual Salary
15	Electric Line Technician		1064	14.88	30950.40	15.63	32510.40	49740.92
	Engineering Technician		1070					
	Firefighter I (Day Shift)		3013					
	Firefighter I (ABC Shift - 42/hrs wk)		3012	14.17	30947.28	14.88	32497.92	49721.82
16	Accounts Payable Technician I		31	15.63	32510.40	16.42	34153.60	52255.01
	Zoning Enforcement Officer		51					
	(2340/yr) EMT-Paramedic I		3001					
	(2470/yr) EMT-Paramedic I (Part-Time Hrly Pay)		3004					
	(2470/yr) Firefighter II (Day Shift)		3017					
	(2238/yr) Firefighter II (ABC Shift 42 hr/wk)		3015	14.88	32497.92	15.63	34135.92	52227.96
	Police Officer I (43 hr wk)		3043	14.54	32511.44	15.27	34143.72	52239.90
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	Customer Services Supervisor		1098					
	EMT Paramedic II		3005					
	Fire Engineer (Day Shift)		3018					
	Minimum Housing Code Enforcement Officer		62					
	Payroll/Accounting Technician II		14					
	Purchasing Agent		48					
	Recreation Programs Supervisor		2011					
	Fire Engineer (42 hr/wk)		3011	15.63	34135.92	16.42	35861.28	54867.76
	Police Officer II (43 hr wk)		3049	15.27	34143.72	16.04	35865.44	54874.13
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	Electric Line Crew Leader		1066					
	Fire Inspector I		3008					
	Planner/GIS Technician		60					
	Police Support Services Manager	E	3041					
	Senior EMT-Paramedic		3006					
	Master Police Officer (43 hr/wk)		3047	16.04	35865.44	16.85	37676.60	57645.20
19	Sr. Planner		61	18.12	37689.60	19.03	39582.40	60561.08
	EMS Captain		2098					
	Fire Captain (42 hr/wk ABC Shift)		3016	17.26	37695.84	18.13	39595.92	60581.76
	Police Sergeant (43 hr wk)		3044	16.85	37676.60	17.70	39577.20	60553.12
20	Chief Water Plant Operator		1055	19.03	39582.40	19.99	41579.20	63616.18
	IT Analyst/Billing Supervisor		35					
	Water Plant Chemist		1057					
21	Recreation Center Supervisor		2013	19.99	41579.20	20.99	43659.20	66798.58
	Police Lieutenant (43 hr wk)		3048	18.59	41567.24	19.52	43646.72	66779.49
22	Fire Marshall		3007	20.99	43659.20	22.04	45843.20	70140.10
	Water Plant Superintendent	E	1059					
23	Electric Distribution Superintendent	E	1069	22.04	45843.20	23.15	48152.00	73672.56
	Emergency Services Division Chief / Fire Marshall		2097					
	Emergency Services Division Chief / EMS Div.		2096					
	Police Captain	E	3057					
	Public Works Superintendent	E	1038					
	Recreation & Aquatics Center Director	E	2015					
24	Sr. Athletics Programs Supervisor & Asst P/R Director	E	2004					
	Water/Sewer Line Superintendent	E	1050	23.15	48152.00	24.31	50564.80	77364.15

Grade	JOB TITLE	F L S A	Pos Code	7/1/08 PROB Hourly Rate +3%	7/1/08 PROB Annual Salary	7/1/08 MIN Hourly Rate	7/1/08 MIN Annual Salary	7/1/08MAX Annual Salary
25	Assistant Fire Chief / Deputy Chief	E	3002	24.31	50564.80	25.53	53102.40	81246.68
26	Town Clerk/Human Resources Director Planning Director	E E	25 59	25.53	53102.40	26.81	55764.80	85320.15
27	Finance Director Parks/Recreation Director	E E	49 2019	26.81	55764.80	28.15	58552.00	89584.56
28	Police Chief Public Utilities Director Fire Chief/Dir. Emergency Services	E E E	3059 1099 3009	28.15	58552.00	29.56	61484.80	94071.74
	City Manager	E	99					



**Town of Smithfield
Town Council
Action Form**

Item Title: Purchase of a 2016 Freightliner Knuckleboom Truck

Date of Meeting: November 10, 2015 Date Prepared: October 28, 2015

Staff Work By: Lenny Branch, Public Works Director, Russell Renfrow Public Works Supervisor

Presentation By: Lenny Branch

Presentation Description:

In this year's (FY 15-16) budget, the Public Works Sanitation Division was approved \$140,000 to purchase a new Knuckleboom loader truck. The new loader truck will be utilized in our daily debris removal operation. Bids were solicited from the following vendors, tax and tags are not included:

➤ Carolina Environmental Systems, (NJPA)	-	\$127,628.00
➤ Peterson Industries	-	\$136,846.94
➤ Public Works Equipment and Supply Inc.	-	\$140,990.00

Action Requested: Council is requested to award the purchase of the 2016 Knuckleboom truck to the lowest bidder (Carolina Environmental Systems) in the amount of \$127,628.00

Carolina Environmental Systems, Inc.
2750 Highway 66 S, Kernersville, NC 27284
(336) 869-9900

August 4, 2015

To: Town of Smithfield, NC
Attn: Russell

Ref: Knuckleboom purchase through NJPA

Please consider this letter an official offer to sell one new knuckleboom loader and cab and chassis through NJPA.

Brief description:

Chassis:

2016 freightliner model M2-106
33,000 lbs GVWR
Cummins engine ISB 250 HP, 660 ft. lbs torque
Allison model 3500 RDS, 6 speed transmission
Front axle and suspension: 12,000 lbs
Rear axle 21,000 lbs, 6.14 ratio
Rear suspension 23,000 lbs
Frame: 120,000 PSI, 188" CA, 254" wheelbase
Wheels/tires: 11R22.5 14 ply on steel disc rims
Other: Air conditioning, air dryer, tilt steering column, block heater, 3 man seating,
50 gal fuel tank, 6 gal DEF tank, heated mirrors, AM/FM radio, grab handles each side of cab

Loader:

Pac-Mac by Hoi-Mac, model KBF20H
270 degrees boom rotation
16' - 20' reach
48" x 60" grapple, 360 degrees continuous rotation
Dual stand up joy stick controls
Electric shift PTO w/EOS
Tandem hydraulic pump, direct coupled
Lifting capacity: 3,000 to 7,000 lbs
H Style outriggers with strobe lights
Fast idle circuit
Cab mounted strobe light
Heat Shield under catwalk – curbside
Window Shade Tarp
Outrigger Rubber Pads
LED Strobes in Rear Post
Outrigger Strobes

Body:

Pac-Mac by Hol-Mac
Model TKB1824
18' long, 24 cubic yards
42" front sides, tapered up to 60" sides at rear
Dual outboard lift cylinders
12" on center - 4" channel cross members
8" longitudinal
3/18" floor
Dual rear barn doors
Dual rear LED, oval, amber flashing lights mounted in upper door posts
ICC rear bumper, folding

Warranty: Full warranty commencing on your in service date
Freightliner: Base 24 months
Pac-Mac, 12 months full coverage, 36 months structural, 24 months on hydraulic gear box

Color: Cab - white
Loader - safety red
Body - black

Delivery: Approx.. 90 - 120 days

Price includes delivery of unit to Town of Smithfield, NC

Total price \$ 127,628.00

Does not include any taxes.

If you have questions or need additional information, please do not hesitate to contact me. The toll free office number: 800-239-7796, mobile: 919-442-7150

Eddie Cooke

Eddie Cooke
Sales Representative
Carolina Environmental Systems, Inc.

QUOTATION

Petersen Industries, Inc.
 4000 State Road 60 W
 Lake Wales, FL 33859-8201



PAGE NO

1

QUOTE NO

20150295

NJPA: Contract # 070313-PII

BILL TO: TOWN OF SMITHFIELD
 P.O. BOX 781
 SMITHFIELD, NC 27577

SHIP TO: TOWN OF SMITHFIELD
 231 HOSPITAL RD
 SMITHFIELD, NC 27577

End user is SMITHFIELD, NC (TOWN OF)

DATE	CUSTOMER NO	SLS RP	PYMT TERMS	LOC	PPD/COI	SHIP DATE	SHIP VIA
8/28/2015	000000001825	PAS	Net 30	03	PREPAID	A.S.A.P.	DRIVE AWAY

Unit completion date: 90 DAYS days after actual chassis arrival or quoted arrival, whichever is later.

QTY	ITEM NO	DESCRIPTION	JOM	UNIT PRICE	DISC	EXTENDED PRICE
	0.TL3	MODEL TL3 BASE LOADER	1.00 EA	37,094.00		
	03.11SAI	HEAVY DUTY SWING MOTOR	1.00 EA	1,655.00		
	01.11MQCA	QUADSTICK MECH CONTROLS (UPGRADE)	1.00 EA	2,385.00		
	01.24	GRATING HEAT SHIELD (FOR DUAL CONTROLS ONLY)	1.00 EA	198.00		
	12.10	TANDEM PUMP ASSY	1.00 EA	INCL		
	07.10SB60	STANDARD BUCKET 60"	1.00 EA	INCL		
	10.04 BUWL	BOOM-UP WARNING LIGHT/AUDIBLE ALARM	1.00 EA	INCL		
	12.05 HG	HOSE GUARDS- HEAD & VALVE BANK	1.00 EA	293.00		
	12.36 HD	HD CONTROL BOX THROTTLE ENGINE KILL & HORN	1.00 EA	INCL		
	6.41 TB TFM	TOOL BOX, TRUCK FRAME MOUNTED UNDER BODY (ADD-ON)	1.00 EA	583.00		
	11.02 LBPIO	LOADER SINGLE COLOR PI ORANGE	1.00 EA	INCL		
1.00	LOADER	AS CONFIGURED ABOVE	EA	\$42,208.00	2.00	\$41,363.84
	8.11 1624-TBS	MODEL TB-1624 TRASH BODY STANDARD 18FT X 24 CU. YD.	1.00 EA	16,603.00		
	8.40 S-BD	STANDARD BARN DOORS FOR BODY	1.00 EA	INCL		
	8.47 WL-BW	WIRE LOOM FOR BODY WIRING	1.00 EA	INCL		
	10.09 LED	LED TYPE BODY LIGHTS, 15 EA.	1.00 EA	INCL		
	8.77ANSI	ANSI Z245 PACKAGE	1.00 EA	INCL		
	11.02B	BODY COLOR: BLACK	1.00 EA	INCL		
1.00	8.0 DUMP BODY	AS CONFIGURED ABOVE	EA	\$16,603.00	2.00	\$16,270.94

Continue Next Page

QUOTATION

Petersen Industries, Inc.
 4000 State Road 60 W
 Lake Wales, FL 33859-8201



PAGE NO

2

QUOTE NO

20150295

NJPA: Contract # 070313-PII

BILL TO: TOWN OF SMITHFIELD
 P.O. BOX 761
 SMITHFIELD, NC 27577

SHIP TO: TOWN OF SMITHFIELD
 231 HOSPITAL RD
 SMITHFIELD, NC 27577

End user is SMITHFIELD, NC (TOWN OF)

DATE	CUSTOMER NO	SLS RP	PAYMT TERMS	LOC	PRD/CGL	SHIP DATE	SHIP VIA
8/28/2015	00000001825	PAS	Net 30	03	PREPAID	A.S.A.P.	DRIVE AWAY

Unit completion date: 90 DAYS days after actual chassis arrival or quoted arrival, whichever is later.

QTY	ITEM NO	DESCRIPTION	UOM	UNIT PRICE	DISC	EXTENDED PRICE
1.00	NI-PARTS	* HDHI OUTRIGGER STROBES - \$474 * TV-550 REAR CAMERA MOUNTED IN TAIL LIGHT * -\$1,515 * UPGRADE TO 1824 HARDOX BODY - \$3,383 * TOTAL - \$5,372 NON-CONTRACT ITEMS FOR LOADER AND BODY	EA	\$5,372.00	2.00	\$5,264.56
1.00	CHASSIS-OTHER	2016 FREIGHTLINER M2-106 CUM ISB 6.7 300HP ALLISON 3500	EA	\$73,820.00	2.00	\$72,147.60

JASON LANGSTON/919-414-4659

SUBTOTAL \$135,046.94
 DELIVERY 1,800.00
 TAX 0.00
TOTAL QUOTE \$136,846.94

 Signature

 Date

PUBLIC WORKS EQUIPMENT AND SUPPLY, INC.

4519 OLD CHARLOTTE HWY * MONROE, NC 28110 * (800)222-6803 OR (704)289-6488 * FAX (704)283-2266

QUOTATION TO: Russell Renfrow
 City of Smithfield
 231 Hospital Road
 Smithfield, NC 27577

DATE: 10/19/2015
 PH.#: 919-989-6570
 CELL:
 FAX: 919-934-1522

russell.renfrow@smithfield-nc.com

WE ARE PLEASED TO SUBMIT THE FOLLOWING QUOTATION FOR YOUR CONSIDERATION:

QUANTITY	EQUIPMENT SPECIFICATIONS	PRICE EA.	TOTAL
1	New Brush Hawg Knuckle Boom Loader <i>Heavy Duty 30" Diameter Slewing Ring Bearing</i> <i>2-Stage Planetary Gear Box and Disc-Valve Motor.</i> <i>20'8" Overall Reach.</i> <i>Boom Designed to Enhance Below Grade Reach</i> <i>Dual Stand-Up Operator Stage w/ Direct Linkage Controls.</i> <i>4 Way Adjustable Stabilizers.</i> <i>48"x60" Bucket w/ Bolt-On Cylinder Covers and Reversible Bolt-On Edges.</i> <i>15 Ton Scissor Hoist.</i> <i>5 Micron Synthetic Drop-In Return Filter.</i> <i>18' Dump Body w/24" Walk-Through.</i> <i>Air Over Hydraulic Joystick Controls.</i> <i>Tarp System.</i> <i>Mounted on a New Freightliner M2 Chassis.</i>	\$138,000.00	
	<i>PWEASI PDI, Local Delivery and Training.</i>	\$2,990.00	
	<u>Total Delivered Price:</u>		<u>\$140,990.00</u>
	<u>Taxes Due At Time of Registration.</u>		
TERMS	Net 10 Days	F.O.B.	Smithfield, NC
		DELIVERY	Immediate
PRICES QUOTED ARE THOSE IN EFFECT AT THE TIME OF QUOTATION.			
THIS QUOTATION IS SUBJECT TO ACCEPTANCE WITHIN 15 DAYS.			

TAXES TO BE ADDED: _____ YES _____ NO

ACCEPTED:

VERY TRULY YOURS,

CUSTOMER NAME: _____

BY: _____

TITLE: _____

DATE: _____

BY: _____

Peter Berko

**Town of Smithfield
Town Council
Action Form**

Item Title: Consideration and approval of the 2015 Interlocal Agreement for Fire Service with Johnston County.

Date of Meeting: November 10, 2015

Date Prepared: October 29, 2015

Staff Work By: John M Blanton, Interim Fire Chief Presentation By: Consent Agenda

Presentation Description:

At the August 4, 2015 meeting, staff presented to the Council the 2015 Interlocal agreement with Johnston County. At that time, there were concerns about some language in the agreement. Town Attorney Bob Spence has worked with the County Attorney and all concerns have been addressed. Attached hereto is the amended agreement.

The Smithfield Fire Department provides service in the unincorporated areas around the Town of Smithfield. This agreement is renewed every two years for the provision of service and collection of Rural Fire Tax.

Interim Fire Chief John Blanton, Jr. has reviewed the amended agreement and concurs with the changes agreed by the attorneys.

Action Requested:

Approve the Fire Protection Contract for a period not to exceed two years.

**NORTH CAROLINA
JOHNSTON COUNTY**

INTERLOCAL AGREEMENT FOR PROVISION OF FIRE PROTECTION SERVICES

This Agreement (sometimes referred to as "Contract"), made and entered into this the first day of July, 2015, by and between County of Johnston, a political subdivision of the State of North Carolina, hereinafter referred to as the "County," and the Town of Smithfield, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "Town";

WHEREAS, the Town and the County are authorized pursuant to N.C. General Statute § 160A-460, *et seq.*, to enter into an interlocal agreement; and

WHEREAS, the Town and the County wish to enter into such an agreement by which the County will assess and collect a special fire tax and the Town will provide certain fire protection services as described herein.

Now therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the parties hereto contract and agree as follows:

- 1) The County agrees that it will cause to be assessed or levied a special fire tax within statutory limits after consultation with the Town; and will collect said fire tax on an ad valorem basis on property within the Smithfield Rural Fire Protection Service District (hereinafter the "District").
- 2) The Town, after consultation with the Fire District Tax Commission for the District, shall submit in writing to the Johnston County Manager a proposed budget and the requested rate of fire tax to be levied by the established deadline each year. This request shall be forwarded to the Johnston County Board of Commissioners for consideration by the Johnston County Board of Commissioners. The Johnston County Board of Commissioners will determine and approve, in its discretion, the amount to be assessed or levied, taking into consideration the needs of the citizens of the District and the budget projections submitted by the Town and the recommendations of the Fire District Tax Commission.
- 3) "Fire Department" as used herein refers to the Town, acting by and through its Fire Department.
- 4) Funds collected by the County as a result of said special fire tax shall be distributed in accordance with the rate of fire tax levied per hundred dollars valuation of all real property and personal property in the District and the provisions established by the Johnston County Finance Office.
- 5) Fire Protection Service District (N.C. General Statute 153A-301) funds levied and collected by the County and paid to the Fire Department by the County shall be used exclusively for fire department operations to provide fire protection and emergency services in the District, whether within or outside the Town's corporate boundaries, and other areas of response as dispatched and to meet the standards established by this Agreement.

- 6) The Fire Department will furnish fire protection and related emergency services pursuant to the standards set forth by the North Carolina Department of Insurance, County, and all other pertinent federal, state, and local laws and regulations within the Fire District (sometimes referred to herein as "primary service area") and shall provide the necessary equipment, personnel, and those things necessary for furnishing such protection in the District. The District is defined in the map of the Fire Protection Service District on record with the Clerk to the Johnston County Board of Commissioners and in the GIS/Land Records Management of Johnston County. The services shall be in accordance with minimum standards set forth in this Agreement and all future amendments adopted in accordance with paragraph 18 of this Agreement. The Fire Department shall furnish said fire protection without charge to all persons and property located in the District in an efficient and workmanlike manner. This provision shall not prohibit the Fire Department from recouping costs and expenses from incidents or from entering into contracts with the Federal, State, or local governments or utility companies for the provision of emergency protection services for a fee, or from applying for and/or receiving any donations, grants, or contributions of any kind, whether governmental or private.
- 7) Fire Department agrees that County has the right to inspect all books and accounts of Fire Department at any time. Said inspection shall be conducted by the Johnston County Board of Commissioners through the Johnston County Fire Marshal, the Johnston County Finance Officer, or other designees of the Johnston County Board of Commissioners. The Fire Department shall furnish all applicable materials and financial statements for the purpose of the annual audit conducted by the Town in conformity with General Accepted Accounting Principles or other comprehensive basis of accounting. The Town shall follow the applicable statutory procedures for letting of public contracts for fire apparatus, equipment, and construction as may be amended by the North Carolina Legislature from time to time. Fire Department shall maintain an accurate inventory of any property with a purchase price of \$5,000.00 or greater purchased in whole or in part with County Fire District funds for the purpose of providing and furnishing fire protection services to the Fire District pursuant to this Agreement.
- 8) If Fire Department is in material breach of this agreement, the Johnston County Finance Officer may withhold funds reasonably proportionate to the breach until the issue is resolved. If Fire Department refuses or fails to provide fire protection services, facilities, or functions as required herein, the Johnston County Fire Marshal shall investigate the cause of said refusal or failure. During the investigation by the Johnston County Fire Marshal, County may withhold funds due and payable to Fire Department proportionate to any actual breach. If the investigation by the Johnston County Fire Marshal determines that Fire Department has refused or failed to perform the duties and obligations of it as required herein, and certifies the results of the investigation to the County Manager, the County Manager may instruct the Finance Officer to withhold funds proportionate to the breach to Fire Department under this Agreement until a resolution regarding the refusal or failure to perform is reached by the parties. Fire Department's failure to file reports required of it to any Federal, State, or local authority shall be grounds for County to terminate this Agreement with Fire Department for cause. Additionally, Fire Department shall not be relieved of its obligations to County under paragraph (7) of this Agreement. Nothing herein shall affect Fire Department's ultimate rights to payments, or County's responsibility for payments, as outlined herein for services actually rendered by Fire

Department prior to the effective date of any termination. Nothing herein shall prevent County and Fire Department, in the event of a termination of this Agreement for any reason, from entering into an agreement to provide services beyond the effective date of any such termination.

8) This Agreement shall be governed by the laws of the State of North Carolina. The parties agree that any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or non-performance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Johnston County, North Carolina, and it is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions. As a condition precedent to filing any suit or action arising out of or related to this Agreement, the parties agree to engage in mediation. The parties agree that the mediation will be conducted and governed by the North Carolina Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions, and N.C. Gen. Stat. Sect. 7A-38.1(c), except as specifically provided herein. The parties shall share in the mediator's fees equally. The mediation shall be held in Johnston County, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in the General Court of Justice of North Carolina sitting in Johnston County, North Carolina. If any condition of this Agreement is not being fulfilled by Fire Department to the satisfaction of County, in County's sole discretion, the Johnston County Finance Officer has the right to withhold any and all funds to be paid to Fire Department under this Agreement at any time and until such time as the Fire Department complies with the terms of this Agreement. If Fire Department refuses or fails to provide fire protection services, facilities, or functions as contemplated under this Agreement and to the sole satisfaction of County, the Johnston County Fire Marshal shall investigate the cause of said refusal or failure. During the investigation by the Johnston County Fire Marshal, County may withhold any and all funds due and payable to Fire Department. If the investigation by the Johnston County Fire Marshal determines that Fire Department has refused or failed to perform the duties and obligations of it as required herein, and certifies the results of the investigation to the County Manager, the County Manager may instruct the Finance Officer to withhold any and all funds to be aid to Fire Department under this Agreement until a resolution regarding the refusal or failure to perform is reached by the parties. If a resolution is unable to be reached by the parties, County, in its sole discretion, may withhold nay any and all funds to be paid to Fire Department under this Agreement, terminate this Agreement for cause, or take any other such action as County deems necessary to protect the citizens of the District. Fire Department's failure to file reports required of it to any Federal, State, or local authority shall be grounds for County to terminate this Agreement with Fire Department for cause. If this Agreement is terminated by County for cause, Fire Department shall be liable to County for any and all funds appropriated and paid to Fire Department during the fiscal year in which the termination occurs. Additionally, Fire Department shall not be relieved of its obligations to County under paragraph (7) of this Agreement. Nothing herein shall affect Fire Department's ultimate rights to payments, or County's responsibility for payments, as outlined herein for services actually rendered by Fire Department prior to the effective date of any termination. Nothing herein shall prevent County and Fire Department, in the event of a termination of this Agreement for any reason, from entering into an agreement to provide services beyond the effective date of any such termination.

- 9) The Fire Department shall obtain and keep in force during the term of this contract the following minimum insurance coverage:
- a. Worker's Compensation: Coverage for all paid and volunteer workers meeting the statutory requirements of the State of North Carolina;
 - b. Comprehensive General Liability, Malpractice, and Errors and Omissions: Coverage with minimum limits of \$1,000,000.00 per occurrence, \$1,000,000.00 aggregate combined single minimum for bodily injury liability and property damage liability;
 - c. Business Auto Policy: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired, and non-owned vehicles and employee non-ownership.
 - d. Management or Directors and Officers Liability: Coverage with minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.
 - e. Umbrella Liability: Coverage with a minimum limit of \$1,000,000.00 with underlying coverage of auto liability, general liability, employer's liability, and \$1,000,000.00 aggregate.
 - f. Indemnity Agreement: Fire Department shall and hereby agrees to indemnify and save harmless County, from any and all liability and expenses, including attorney's fees, court costs, and other costs incurred by County caused by the negligent acts or omissions of Fire Department, its volunteers, agents and employees.
 - g. Nothing contained herein shall be construed as a waiver of immunity by the County.
- 10) The Fire Department shall provide services within the District (N.C. General Statute 153A-233) and maintain a minimum of a 9S/E rating or better with the North Carolina Department of Insurance, Office of State Fire Marshal. The Fire Department, shall continuously comply with all applicable laws, ordinances, and State regulations. Fire Department shall submit to the Johnston County Fire Marshal a written plan outlining how it will maintain or upgrade its current insurance rating when requested by the Johnston County Fire Marshal.
- 11) The Fire Department shall create and maintain an incident report for all emergency responses for a minimum of five (5) years. The County shall provide and maintain an incident reporting database for the Fire Department's use. The Fire Department shall submit incident reports electronically to their respective County in a timely manner, either through direct entry into the County database or by electronic transmission of incident reports to the County.
- 12) The Fire Department shall provide annually to the Johnston County Fire Marshal's Office a current and complete roster of members of the Fire Department to include contact numbers for the Chief and Assistant Chief(s).
- 13) The Fire Department agrees to provide automatic and mutual aid services to other emergency services providers in Johnston County. The Fire Department understands that other agencies will maintain their own liability policies and be responsible for their own expenses. The Fire Department further agrees that it will be responsible for its own expenses while responding to a request for mutual aid to

another agency within the county. The current automatic aid agreement is included in Appendix A of this contract.

In areas where the fire district has been extended to six miles, the Fire Department agrees to maintain agreements with adjoining districts to respond with a minimum of one apparatus capable of transporting a minimum of 1,000 gallons of water to all alarms involving reported structure fires. This apparatus will be dispatched simultaneously with the department within whose district the incident occurs.

- 14) The following minimal performance standards are agreed upon by the County, Town, and the Fire Department and are part of this contract:
- a. The Fire Department shall comply with the procedures for radio communications and established protocols for the dispatch of emergencies as defined by the Johnston County Communications Center Protocols.
 - b. The Fire Department officer in charge at all fire scenes shall attempt to determine the origin and cause of every fire. When the officer in charge cannot determine the origin and cause of the fire, or if the cause is suspected to be of an incendiary nature, the officer in charge should request assistance from the Johnston County Fire Marshal's Office.
 - c. The Fire Department shall keep all records on site for minimum period of five (5) years. All State and County required reports and rosters shall be submitted by the requested deadlines.
 - d. If pressurized fire hydrants are located within the fire district, the Fire Department shall adhere to the guidelines established by the Johnston County Public Utilities Department for the flowing of hydrants. The Fire Department shall immediately report any malfunctions or damage to hydrants to the entity owning the water system.
 - e. The Fire Department shall follow the Johnston County Emergency Operations Plan when responding to an emergency or disaster.
 - f. During a declared State of Emergency affecting the County, the Fire Department shall assist, within the limits of its personnel and equipment and capabilities and with deference to its primary service area, to the extent possible with the following services: 1) Debris removal from roadways; 2) Traffic Control; 3) Alert and notification; 4) Search and rescue; 5) Evacuation; and 6) other life saving and property protection measures as necessary. Request for additional assistance outside the primary service area shall be directed to the Fire Chief or designee. All operations shall be in accordance with the Johnston County Emergency Operations Plan.
 - g. The Fire Department should have a public fire/life safety education program or similar activities for, at a minimum, educating persons regarding life safety from fire.
 - h. When determining the need and location of additional facilities (fire stations, etc.), the Fire Department shall participate in a planning process involving the

County Fire Marshal which evaluates, at a minimum, the needs of the department, the effects on property owners, the effects on insurance grading, and the impacts on adjoining fire districts.

- i. Each Fire Department may elect to voluntarily participate in certain services. Each department that provides these services shall be contracted or franchised for the operation of such service, pursuant to the rules set forth by the Johnston County Board of Commissioners. If the Fire Department has chosen to participate in any of these programs, the agreements can be found as Appendices of this contract:

SERVICE	APPENDIX #
Medical Services	B
Rescue Services	C
Other Services	D

- 15) This agreement shall become effective the first day of July, 2015, and remain in effect for a period not to exceed two years, subject to the continued legal existence of the District and the Fire Department, and further subject to the termination provisions of paragraph 8 and 17 hereof.
- 16) This agreement may not be transferred or assigned by the Town, nor may the services contracted for herein be sub-contracted to other parties unless approved by the Johnston County Board of Commissioners.
- 17) This contract may be terminated by either party upon advance notification to the other party by certified mail at least sixty (60) days prior to termination.
- 18) Either party may propose an amendment to this agreement by submitting the amendment in writing at least sixty (60) days in advance of the amendment's proposed effective date. Amendments to this agreement must be approved by both the County and the Town prior to becoming effective.
- 19) If any part of this Contract is for any reason held invalid or unconstitutional by any court of competent jurisdiction, that part shall be deemed a separate, distinct and independent provision, and the holding shall not affect the validity of the remaining portions of this Contract.
- 20) This contract is not intended to serve for the benefit of any third party. The rights and obligations contained herein belong exclusively to the entities that are parties hereto and no third party shall rely upon anything contained herein as a benefit to that third party.
- 21) The terms and provisions herein contained constitute the entire agreement by and between the County and the Town and shall supersede all previous communications, representations, or agreements, either oral or written between the parties hereto with respect to the subject matter hereof.
- 22) **RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained in this contract shall be construed to (i) give any party the power to direct or control the

day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever; or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Fire Department to the County that may arise under the law or under the terms of this Agreement.

23) NOTICES: All notices or other communications which shall be made pursuant hereto shall be in writing and shall be deemed to be given and received (a) when hand delivered to the address stated below, (b) three (3) days after being mailed to the address stated below, postage prepaid by certified or registered mail of the United States, return receipt requested to the address set forth below:

TO FIRE DEPARTMENT: Town of Smithfield Fire Department
111 S. Fourth Street
Smithfield, NC 27577
Attn: Fire Chief

TO COUNTY: Johnston County Emergency Services
Post Office Box 530 (mail)
120 S. Third Street (physical)
Smithfield, North Carolina 27577
Attn: Johnston County Fire Marshal

With copy to: County of Johnston
Post Office Box 1049 (mail)
Courthouse 206-B
207 E. Johnston Street (physical)
Smithfield, North Carolina 27577
Attn: County Attorney

24) Either party to this Contract may change its designated person or designated address at any time and from time to time by giving notice of such change to the other party in the manner set forth above.

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by the Chairman of the Board of County Commissioners and attested by the Clerk to the Board of County Commissioners, and Town of Smithfield has caused this instrument to be signed in its name by its Mayor, attested by its Clerk, all by the authorization of their respective Boards duly given.

Johnston County Board of County Commissioners

By: _____
Chairman: Tony Braswell

Attest:

Clerk

Town of Smithfield

By: _____
Mayor

Attest:

Clerk

**NORTH CAROLINA
JOHNSTON COUNTY**

INTER-LOCAL AGREEMENT FOR FIRE PROTECTION

APPENDIX A

AID AGREEMENT FOR FIRE PROTECTION

AID AGREEMENT FOR FIRE PROTECTION

NORTH CAROLINA

JOHNSTON COUNTY

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

WITNESSETH:

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

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

AID AGREEMENT FOR FIRE PROTECTION

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

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

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

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

AID AGREEMENT FOR FIRE PROTECTION

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

AID AGREEMENT FOR FIRE PROTECTION

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

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

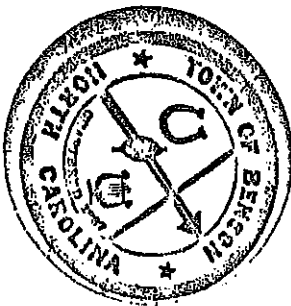
IN WITNESS WHEREOF, the municipal corporation have caused this instrument to be signed in its corporate name by its Mayors, attested by its Town Clerks and its corporate seal affixed, and, the corporations, have likewise caused this instrument to be signed in its corporate name by its President, attested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

Town of Benson

William W. Messinger
Mayor

ATTEST:

Ernie M. Sorrell
Clerk




AID AGREEMENT FOR FIRE PROTECTION

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

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

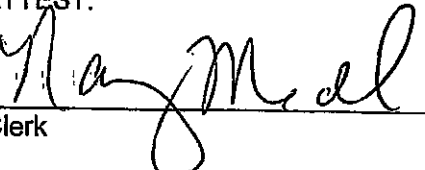
IN WITNESS WHEREOF, the municipal corporation have caused this instrument to be signed in its corporate name by its Mayors, attested by its Town Clerks and its corporate seal affixed, and, the corporations, have likewise caused this instrument to be signed in its corporate name by its President, attested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

Town of Clayton



Mayor

ATTEST:



Clerk

AID AGREEMENT FOR FIRE PROTECTION

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

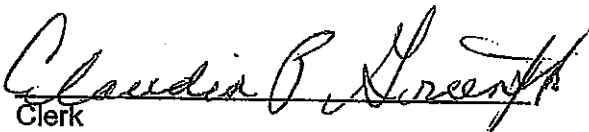
- 11) When any party contained in this agreement is providing automatic aid to another party, it is agreed to respond with a minimum of one piece of fire apparatus capable of carrying a minimum of 1,000 gallons of water.

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

Town of Selma


Mayor

ATTEST:


Clerk


AID AGREEMENT FOR FIRE PROTECTION

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

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

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

Town of Smithfield



Mayor

ATTEST:



Clerk



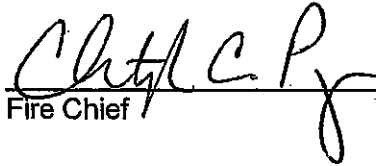
AID AGREEMENT FOR FIRE PROTECTION

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

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


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

Town of Zebulon

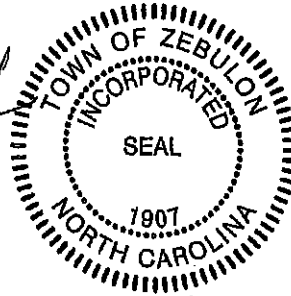


Fire Chief

ATTEST:



Town Clerk



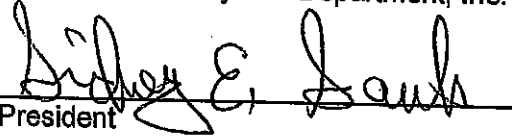
AID AGREEMENT FOR FIRE PROTECTION

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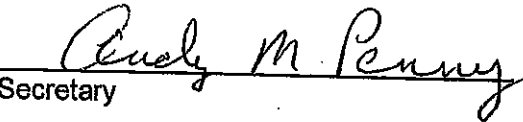
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IN WITNESS WHEREOF, the municipal corporation have caused this instrument to be signed in its corporate name by its Mayors, attested by its Town Clerks and its corporate seal affixed, and, the corporations, have likewise caused this instrument to be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

50-210 Community Fire Department, Inc.


President

ATTEST:


Secretary

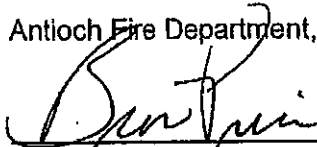
AID AGREEMENT FOR FIRE PROTECTION

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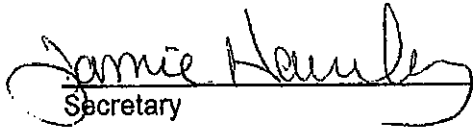
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Antioch Fire Department, Inc.



President

ATTEST:



Secretary


AID AGREEMENT FOR FIRE PROTECTION

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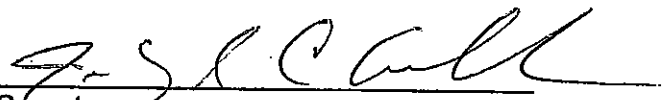
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Archer Lodge Volunteer Fire Department, Inc.



President

ATTEST:



Secretary

AID AGREEMENT FOR FIRE PROTECTION

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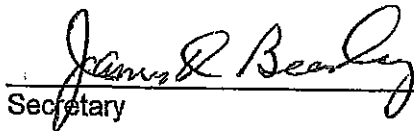
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Bentonville Volunteer Fire Department, Inc.



President

ATTEST:



Secretary

AID AGREEMENT FOR FIRE PROTECTION

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Bethany Rural Fire Department of Johnston County, Inc.

President 

ATTEST:



Secretary

AID AGREEMENT FOR FIRE PROTECTION

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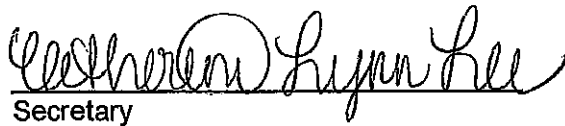
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Blackman's Crossroads Volunteer Fire Department


President

ATTEST:


Secretary

AID AGREEMENT FOR FIRE PROTECTION

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

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Brogden Rural Fire Department, Inc.

Clarence F. Norris, Jr.
President

ATTEST:

x Randy B. Whitely
Secretary


AID AGREEMENT FOR FIRE PROTECTION

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Cleveland Fire Department, Incorporated



President

ATTEST:



Secretary

AID AGREEMENT FOR FIRE PROTECTION

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Corinth-Holder Volunteer Fire Department, Inc.



President

ATTEST:



Secretary

AID AGREEMENT FOR FIRE PROTECTION

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Elevation Fire Department, Incorporated



President

ATTEST:



Secretary

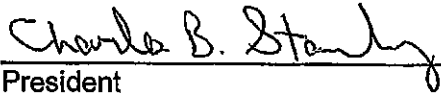
AID AGREEMENT FOR FIRE PROTECTION

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Four Oaks Volunteer Fire Department, Inc.



President

ATTEST:



Secretary

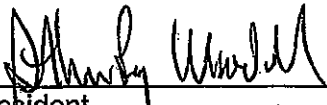
AID AGREEMENT FOR FIRE PROTECTION

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Garner Volunteer Fire/Rescue Incorporated



President *STEPHEN RAY WOODALL*

ATTEST:



Secretary

AID AGREEMENT FOR FIRE PROTECTION

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Kenly Volunteer Fire Department, Inc.

Bobby J. Pope
President

ATTEST:

[Signature]
Secretary



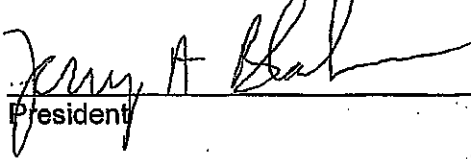
AID AGREEMENT FOR FIRE PROTECTION

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Meadow Volunteer Fire Department, Inc.



President

ATTEST:



Secretary

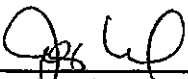
AID AGREEMENT FOR FIRE PROTECTION

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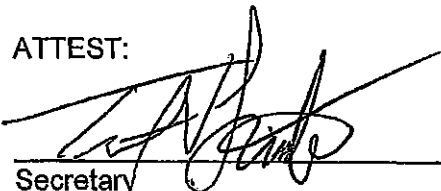
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Micro Volunteer Fire Department, Inc.



President

ATTEST:


Secretary

AID AGREEMENT FOR FIRE PROTECTION

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Nahunta Volunteer Fire Department, Inc.

Anthony Peele
President

ATTEST:

[Signature]
Secretary

AID AGREEMENT FOR FIRE PROTECTION

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Newton Grove Fire & Rescue, Inc.



President

ATTEST:



Secretary

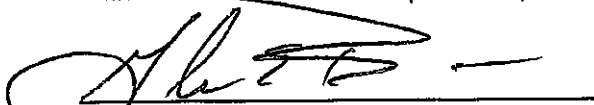
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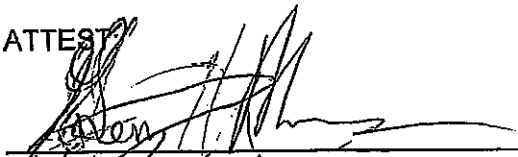
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Oakland ~~Volunteer~~ Fire Department, Inc.



President

ATTEST



Secretary

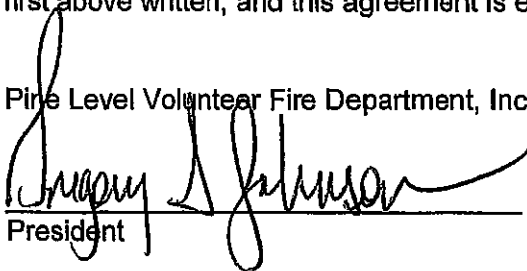
AID AGREEMENT FOR FIRE PROTECTION

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Pine Level Volunteer Fire Department, Inc.



President

ATTEST:



Secretary

AID AGREEMENT FOR FIRE PROTECTION

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Princeton Volunteer Fire Department, Incorporated



President

ATTEST



Secretary

AID AGREEMENT FOR FIRE PROTECTION

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Strickland Crossroads Fire Department, Incorporated



President

ATTEST:



Secretary

AID AGREEMENT FOR FIRE PROTECTION

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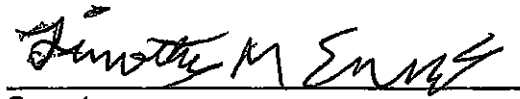
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Thanksgiving Fire Department, Incorporated


President

ATTEST:


Secretary

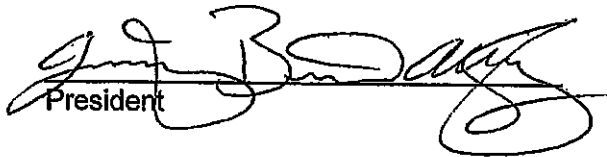
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West Johnston Fire Department


President

ATTEST:


Secretary

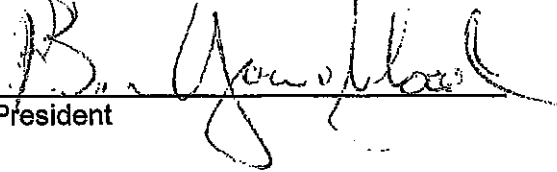
AID AGREEMENT FOR FIRE PROTECTION

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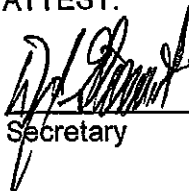
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Wilson's Mills Fire and Rescue Department



President

ATTEST:



Secretary

**NORTH CAROLINA
JOHNSTON COUNTY**

INTER-LOCAL AGREEMENT FOR FIRE PROTECTION

APPENDIX B

MEDICAL SERVICES

NORTH CAROLINA
JOHNSTON COUNTY

MEDICAL FIRST RESPONDER AGREEMENT

WHEREAS, Johnston County and all emergency medical providers desire to promote better medical care for its constituency; and,

WHEREAS, that in cases of severe life-threatening illness and/or trauma, the intervention of trained personnel at the earliest possible time can greatly enhance the chances of recovery by the victim; and,

WHEREAS, Fire Departments agreeing to participate in the First Responder Program have been franchised by Johnston County Government for that purpose;

THEREFORE, let it be resolved that SMITHFIELD FIRE DEPT. agrees to become a participating party in the Johnston County First Responder Program and that the following provisions and conditions will be in force and that the parties to this understanding agree to abide by the following:

- A. The Fire Department will organize and maintain a first responder unit that will comply with the applicable terms of the Johnston County EMS System Plan.
- B. The Fire Department will be available for response twenty-four hours daily to the extent possible, realizing that the number of first responders may be limited.
- C. The Fire Department first responders will respond to the scene of a medical emergency when dispatched by Johnston County Communications.

This Agreement will be in effect from JULY 1, 2009 until such time as either party terminates the agreement upon sixty (60) days written notice to withdraw.

Executed this the 1st day of JUNE, 20 09.

Jim Robertson
DIRECTOR
JOHNSTON CO. EMERGENCY SERVICES

[Signature]
PRESIDENT/MAYOR/MANAGER/CHIEF
FIRE DEPARTMENT

**NORTH CAROLINA
JOHNSTON COUNTY**

INTER-LOCAL AGREEMENT FOR FIRE PROTECTION

APPENDIX C

RESCUE SERVICES

NORTH CAROLINA
JOHNSTON COUNTY

RESCUE SERVICES AGREEMENT

WHEREAS, Johnston County and the Johnston County Fire Departments desire to provide and promote the highest level of emergency services possible for Johnston County; and,

WHEREAS, the Fire Department is currently under contract with Johnston County to provide fire protection and emergency services and is a participant in the Johnston County Mutual Aid Agreement; and,

WHEREAS, the Fire Department voluntarily agrees to accept additional emergency duties for its designated geographic area; and,

NOW THEREFORE, let it be resolved that SMITHFIELD FIRE DEPT. agrees to become a participating party in the program(s) indicated below:

- EXTRICATION SERVICES PROVIDER
- LIGHT RESCUE PROVIDER (as outlined by N.C. Assoc. of Rescue and EMS)
- MEDIUM RESCUE PROVIDER (as outlined by N.C. Assoc. of Rescue and EMS)
- HEAVY RESCUE PROVIDER (as outlined by N.C. Assoc. of Rescue and EMS)

AND THEREFORE, let it be resolved that the following provisions and conditions will be in force and that the parties to this understanding agree to abide by the following:

- A. The Fire Department will maintain the necessary equipment to provide the service(s) indicated above.
- B. The Fire Department will ensure that members involved are properly trained to provide the services(s) indicated above.
- C. The Fire Department will be available for response twenty-four hours daily to the extent possible, realizing that the number of responders may be limited.

This Agreement will be in effect from JULY 1, 2009 until such time as either party terminates the agreement upon sixty (60) days written notice to withdraw.

Executed this the 1st day of JUNE, 2009.

Jim Robertson
DIRECTOR
JOHNSTON CO. EMERGENCY SERVICES

[Signature]
PRESIDENT/MAYOR/MANAGER/CHIEF
FIRE DEPARTMENT

NORTH CAROLINA
JOHNSTON COUNTY

INTER-LOCAL AGREEMENT FOR FIRE PROTECTION

THIS APPENDIX DOES NOT APPLY TO THIS DEPARTMENT

APPENDIX D
OTHER SERVICES

JOHNSTON COUNTY EMERGENCY SERVICES

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



June 15, 2015

CERTIFIED MAIL

Smithfield Fire Department – Town of Smithfield
111 S. Fourth Street
Smithfield, NC 27577

Dear Chief Harris:

We have made necessary revisions to our current fire services contract to most appropriately reflect the current conditions and needs. Our current contract expires on June 30, 2015. The proposed changes were discussed at the Chiefs meeting held on June 11, 2015. **The current contract will expire on June 30, 2015, coinciding with the execution of this new contract.**

Enclosed, you will find two copies of your 2015 fire contract for your department's approval signatures. Please examine this document and notify me immediately if there are any questions or discrepancies. The following actions are required of your agency

1. Sign Page 7 of the contract document as designated for approval (two signatures)
2. Examine the appendices to be sure that they are correct and accurate for the voluntary services that your department provides.
3. **Return the signed documents to our office by July 31, 2015.**

Once approved with all signatures, one of the original signed documents will be returned to you. Again, if you have any questions, please do not hesitate to call me.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Hubbard".

Kevin Hubbard
Fire Marshal

Enclosures

**Town of Smithfield
Town Council
Action Form**

Item: Consideration and approval to enter into a Memorandum of Agreement with the North Carolina Wildlife Commission for the construction of a boat ramp

Date of Meeting: November 10, 2015 **Date Prepared:** October 21, 2015

Staff Work By: Shannan Williams **Presentation:** Consent Agenda

Presentation:

At the September 1, 2015 meeting, Christian Waters and Mark Hamlett of the NC Wildlife Commission made a presentation to the Council regarding the construction of a boat ramp on North Front Street. At that time, Mr. Waters explained that a Memorandum of Agreement would need to be approved to move forward with this project.

The purposed of the agreement is that it is mutually agreed that the Town and the NC Wildlife Commission will cooperate to provide free public access at the future Smithfield Boating Access Area. The Commission will provide the following: complete design services for construction, obtain all regulatory permits for the construction, construct the boat ramps, docks and parking areas, and make any future necessary repairs to major infrastructure. The Town agrees to the following: provide the parcel of land necessary to complete the project and maintain the grounds surrounding the site.

Attached hereto is a draft of the Memorandum of Agreement.

Action Requested

If it is the wishes of the Council, approve the Memorandum of Agreement between the Town and the NC Wildlife Commission and authorize the Mayor to execute the document on behalf of the Town.

MEMORANDUM OF AGREEMENT

AGREEMENT TO DESIGN, PERMIT, CONSTRUCT, OPERATE AND MAINTAIN A PUBLIC BOATING ACCESS

This agreement is made and entered into this the _____ day of _____, 2015, by and between the **NORTH CAROLINA WILDLIFE RESOURCES COMMISSION**, hereinafter referred to as the **COMMISSION**, and the **TOWN of SMITHFIELD**, hereinafter referred to as the **TOWN**.

I. PURPOSE OF THE AGREEMENT

It is mutually agreed that the COMMISSION and the TOWN will cooperate to provide free public boating access at the future Smithfield Boating Access Area, located on North Front Street in Smithfield, Johnston County.

II. RESPONSIBILITIES

A. The COMMISSION agrees to:

Boating Access Area

1. Provide complete design services for construction of a public boat ramp and associated parking area.
2. Obtain all regulatory permits required for construction and improvements to the boating access area.
3. Construct the boat ramp, parking area, and docks.
4. Make any future necessary repairs to major infrastructure.

B. The TOWN agrees to:

1. Provide the parcel of land necessary to complete the project. TOWN shall retain title in fee to parcel.
2. Maintain the grounds surrounding the site keeping the grass mowed at regular intervals year round and litter removed regularly.

C. The TOWN and the COMMISSION agree to:

1. Manage the access area as a COMMISSION facility with no closure of the site except for repair purposes, emergency situations, limited special uses or best management practices. The facility will be posted with COMMISSION boating access area regulations using kiosks and signage.
2. That the ramp and associated parking area becomes property of the TOWN after construction is completed, as long as all conditions in this MOA are met.

III. TERMINATION

It is mutually agreed that either party may terminate its involvement in this agreement by written notice to the other at least 120 days in advance of the date on which termination is to become effective. If the agreement is terminated before the end of the agreement as described below, the County will reimburse the Commission for the cost of infrastructure improvements on a pro-rated cost share.

IV. TERM OF AGREEMENT

This agreement shall become effective upon full execution and shall continue in effect for a period equal to 25 years.

IN TESTIMONY WHEREOF, this Cooperative Agreement has been executed by the parties hereto, in duplicate originals, as of the date first above written.

TOWN of SMITHFIELD

John H. Lampe II, Mayor

ATTEST

Shannan L. Williams, Town Clerk

NORTH CAROLINA WILDLIFE RESOURCES
COMMISSION

M. Kyle Briggs, Chief
Land and Water Access Section

ATTEST

Mark Hamlett, Chief
Engineering Section

DRAFT

**Town of Smithfield
Town Council
Action Form**

**Item: Johnston County Economic Development Advisory Board
Recommendation**

Date of Meeting: November 10, 2015

Date Prepared: October 21, 2015

Staff Work By: Shannan Williams

Presentation: Consent Agenda

Presentation:

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 reapplied for another term. No additional applications were received.

The Johnston County Board of Commissioners is requesting that the Town Council make a recommendation for the position on the Economic Development Advisory Board.

Action Requested

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.

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

Tony Braswell, Chairman
DeVan Barbour, Vice Chairman
Cookie Pope
Allen L. Mims, Jr.
Jeffrey P. Carver
Ted G. Godwin
Chad M. Stewart

October 20, 2015

Ms. Shannan Williams
Town Clerk
Town of Smithfield
P.O. Box 761
Smithfield, N.C. 27577

Dear Ms. Williams:

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. No additional applications were received for this position.

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 open position and making a recommendation on the applicants enclosed or any other individual they feel would be a good candidate for the open position.

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) 938-9696 (WORK)
PRESENT OCCUPATION: self employed - own MagicMurals.com
YEARS OF FORMAL EDUCATION: 16

CIVIC AND FRATERNAL ORGANIZATIONS IN WHICH YOU HAVE PARTICIPATED:

Co SSA Chamber of Commerce
Johnston County Tourism Authority
J. County Economic Development
First Citizens Bank Board
Country Club of Johnston County

PLEASE TELL WHY YOU WOULD LIKE TO SERVE ON THE ABOVE BOARD:

Appointed and served two years on the board due
to vacancy that came about because of Chris Johnson's departure
Johnston County is well positioned for economic growth and
hope to play a role in helping our community retain and attract
new industry
DATE: 10/2/15 SIGNATURE: Mike Fleming

FOR OFFICE USE ONLY:

DATE RECEIVED: _____

DATE FORWARDED TO COUNTY COMMISSIONERS: _____

TOWN OF SMITHFIELD
TOWN COUNCIL ACTION FORM

Item Title: Firemen's Relief Fund Board of Trustees Appointments

Date of Meeting: November 10, 2015 **Date Prepared:** October 20, 2015

Staff Work By:
John Blanton, Interim Fire Chief

Presentation By:
Consent Agenda

Presentation Description:

At the August 4, 2015 regular meeting, the Council approved two appointments to the Fireman's Relief Fund Board of Trustees. John M. Blanton Jr. was appointed to serve in the third position which was approved by the Town Council and James C. Parrish was appointed to serve in the first position which was approved by the Fire Department.

After approval, it was learned that the positions needed to be changed due to the statutory requirements that govern the Relief Board. The necessary changes are based on where the members reside within the Fire District

Action Requested:

Approve the position change of John M. Blanton, Jr. from the third position to the first position and James C. Parrish from the first position to the third position on the Firemen's Relief Fund Board of Trustees in accordance with NCGS 58-84-30.

§ 58-84-30. Trustees appointed; organization.

For each county, town or city complying with and deriving benefits from the provisions of this Article, there shall be appointed a local board of trustees, known as the trustees of the local Firefighters' Relief Fund, to be composed of five members, two of whom shall be elected by the members of the local fire department who are qualified as beneficiaries of such fund, two of whom shall be elected by the mayor and board of aldermen or other local governing body, and one of whom shall be named by the Commissioner of Insurance. Their selection and term of office shall be as follows:

- (1) The members of the fire department shall hold an election each January to elect their representatives to above board. In January 1950, the firefighters shall elect one member to serve for two years and one member to serve for one year, then each year in January thereafter, they shall elect only one member and his term of office shall be for two years. Members elected pursuant to this section shall be either (i) residents of the fire district or (ii) active or retired members of the fire department.
- (2) The mayor and board of aldermen or other local governing body shall appoint, in January 1950, two representatives to above board, one to hold office for two years and one to hold office for one year, and each year in January thereafter they shall appoint only one representative and his term of office shall be for two years. Members appointed pursuant to this section shall be residents of the fire district.
- (3) The Commissioner of Insurance shall appoint one representative to serve as trustee and he shall serve at the pleasure of the Commissioner. The member appointed pursuant to this section shall be either (i) a resident of the fire district or (ii) an active or retired member of the fire department.

All of the above trustees shall hold office for their elected or appointed time, or until their successors are elected or appointed, and shall serve without pay for their services. They shall immediately after election and appointment organize by electing from their members a chairman and a secretary and treasurer, which two last positions may be held by the same person. The treasurer of said board of trustees shall give a good and sufficient surety bond in a sum equal to the amount of moneys in his hand, to be approved by the Commissioner of Insurance. The cost of this bond may be deducted by the Insurance Commissioner from the receipts collected pursuant to G.S. 58-84-10 before distribution is made to local relief funds. If the chief or chiefs of the local fire departments are not named on the board of trustees as above provided, then they shall serve as ex officio members without privilege of voting on matters before the board. (1907, c. 831, s. 6; C.S., s. 6068; 1925, c. 41; 1945, c. 74, s. 1; 1947, c. 720; 1949, c. 1054; 1973, c. 1365; 1985, c. 666, s. 64; 1987, c. 174, ss. 1, 5; 2007-246, s. 3; 2012-45, s. 2; 2014-64, s. 1(a).)

**Town of Smithfield
Town Council
Action Form**

Item: Board Appointments

Date of Meeting: November 10, 2015

Date Prepared: October 29, 2015

Staff Work By: Shannan Williams

Presentation: Consent Agenda

Presentation:

Current Board vacancies are as follows:

Appearance Commission – 4 positions

Historic Properties – 1 position

Parks and Recreation Advisory Commission – 1 Position
and 2 High School student positions (2 year term)

Board Appointment Considerations

1. Reginald “Eddie” Foye has submitted an application for consideration to be reappointed to serve a fourth term on the **Board of Adjustments**.
2. Mark Lane has submitted an application for consideration to be reappointed to serve a third term on the **Board of Adjustments and Planning Board**.

There have been no other inquiries at this time.



Town of Smithfield
Board, Commission, or Committee
Application

Name: Foy REGINALD Edwin
(Last) (First) (MI)
Home Address: 714 SOUTH FIRST ST. SMITHFIELD NC 27577

Business Name & Address:

Telephone Numbers: [Redacted] (Home) [Redacted] (Mobile) [Redacted] (Email)

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

- Appearance Commission
Board of Adjustment In Town Resident
Board of Adjustment ETJ Member
Historic Properties Commission
Library Board of Directors
Parks/Recreation Advisory Commission
Planning Board In-Town Resident
Planning Board ETJ Resident
Other:

Interests & Skills: GOLF, TRIATHLON, FOOTBALL, FINANCE

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

Recent Job Experiences: MAGISTRATE, BUSINESS OWNER

Civic or Service Organization Experience: PLANNING BOARD, BOARD OF ADJ., ROTARY, PRES. CHURCH ELDER

Town Boards previously served on and year(s) served: BOARD OF ADJ. 2003-PRESENT, PLANNING BOARD 2004-PRESENT (CHAIRMAN)

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

Why are you interested in serving on this Board/Commission/Committee? TOWN BUSINESS CONTINUED INTEREST (a)

Affirmation of Eligibility:

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

Yes No If yes, please explain disposition: _____

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

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

Printed Name: BERNARD E. FOY

Signature: [Handwritten Signature]

Date: 10/28/15

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

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



Town of Smithfield
Board, Commission, or Committee
Application

Name: Lane Mark E
Home Address: 2080 Yelverton Grove Rd.
Business Name & Address: JANE
Telephone Numbers: [Redacted]

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

- Appearance Commission
Board of Adjustment In Town Resident
Board of Adjustment ETJ Member
Historic Properties Commission
Library Board of Directors
Parks/Recreation Advisory Commission
Planning Board In-Town Resident
Planning Board ETJ Resident
Other:

Interests & Skills: I am presently contracted by the town for ground maintenance of properties and right of ways. Interested in helping the town grow but grow in ways that will protect the future

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

Recent Job Experiences: Owner Lane Lawn Care LLC

Civic or Service Organization Experience: Smithfield Fire Dept

Town Boards previously served on and year(s) served: Planning Board, BOA, Farmers Mkt Bd, Smithfield Fire Tax Committee

Please list any other Boards/Commissions/Committees on which you currently serve: Planning Board, BOA, Smithfield Fire Tax

Why are you interested in serving on this Board/Commission/Committee? Help Smithfield grow
and to help amend the UDO.

Affirmation of Eligibility:

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

Yes No If yes, please explain disposition: _____

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

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

Printed Name: Mark Lane

Signature: [Handwritten Signature] Date: 10-27-2015

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

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

Town of Smithfield Town Council Information Form

Item: Filled Vacancies

Date of Meeting: November 09, 2015 **Date Prepared:** November 03, 2015

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.

Action Requested

The Town Council is asked to acknowledge that the Town has successfully filled the following vacancies in accordance with the Adopted FY 15-16 Budget.

<u>Position</u>	<u>Department</u>	<u>Budget Line</u>	<u>Rate of Pay</u>
Engineering Technician	PU - Electric	31-7230-0200	\$15.63/hr (\$32,510.40/yr)
P/T SRAC Staff	P&R – Aquatics	10-6220-0210	\$9.667/hr
P/T SRAC Staff	P&R – Aquatics	10-6220-0210	\$9.00/hr

Business Items



**Town of Smithfield
Town Council
Action Form**

Item: Truck Traffic on South 3rd Street

Date of Meeting: November 10, 2015

Date Prepared: October 23, 2015

Staff Work By: Chief Michael L. Scott

Presentation: New Business

Presentation:

During the October Council Meeting, the issue of semi-truck traffic using South 3rd Street as a cut through between Market Street and South Highway 301 was discussed. The DSDC met on the issue on October 20th and supported the concept of prohibiting semi-truck traffic on South 3rd Street, with the exception of trucks making deliveries. The police department supports this recommendation and asks that signage be created for "no through trucks" on South Third Street from Market Street to Highway 301 and that signs be erected prohibiting same.

Action Requested:

It is requested this issue be discussed by the Town Council with the options to consider approving the changes in Town Ordinance and authorize the necessary signage be placed to prohibit through semi-truck traffic on South 3rd Street between Market Street and Highway 301 South, or consider tabling the action and provide NC DOT additional time to make a recommendation, if a recommendation has not yet been received.

TO: Jim Freeman, Interim Town Manager

FROM: Michael L. Scott, Chief of Police

SUBJECT: No Through Trucks on South Third Street

DATE: November 02, 2015

At the October Council Meeting, the issue of semi-truck traffic was briefly discussed as it pertained to trucks on South Third Street. This was a revisiting of the same issue that came up in June of 2012. At that time, the police department worked with NC DOT to organize a "truck route" through Smithfield. It was learned through this process that prohibiting trucks from travelling on town roads was extremely difficult. Each street restricting truck traffic had to be signed accordingly and could not have a negative impact on truck traffic on State maintained roads or highways. It was the recommendation of the police department at that time, to prohibit trucks on South Third Street from Market to South Brightleaf Blvd, and erect the appropriate signs stating such.

Upon a review of the issue again, it is recommended that the Town prohibit through trucks on South Third Street, between Market and South Brightleaf Blvd. Defining trucks as commercial vehicles will make the designation and enforcement simple. Please review the attached recommended ordinance change, a letter of support from the Downtown Development Association and additional support documentation explaining the requirements of making a Town Street applicable to "No Through Trucks"

The NC DOT has also been consulted. They advised that the Town does have the authority to make its own decisions regarding commercial vehicles on Town owned roads. However, they did voice concern that the no left turn designation coming from the State owned road on North Third, could cause commercial vehicles to turn West on Market and then South on South Second, increasing truck traffic on South Second Street. South Second Street is also a Town owned and maintained road. NC DOT asked for some additional time to study the issue. Additional information may be available from DOT by the time of the November Council Meeting.

5.12 *No Through Trucks*

NCGS Authority:	§20-115.1(b) , §20-116(h) , §20-121 , §136-18(5)
NCAC Authority:	N/A
TEPPL Reference:	T-40
Ordinance Required:	Yes
Ordinance Type:	49
Overlap Restriction:	12, 28, 43, 44, 45, 46, 49, and 50
Typical Signs:	R5-2b
Other Signs:	92274SP, 94441SP, 98386SP

Guidance:

The Department of Transportation “may, at any time, prohibit motor vehicle combinations on portions of any route on the State highway system” ([§20-115.1, b](#)).

Municipalities do not have statutory authority to prohibit trucks on portions of any route on the State highway system.

A trailer is fully supported by its own axles and wheels. A semitrailer is partially supported by a power unit (tractor) and its own axles and wheels.

Long combination vehicles are generally defined as single unit trucks (2 or more axles) with trailers, buses with trailers, recreational vehicles (RVs) with trailers, truck tractor semitrailers (TTST), and truck tractor double trailers (TTDT – semitrailer and trailer).

A commercial vehicle is defined as any vehicle with a commercial license plate.

The definition of trucks does not include pickup trucks or vans.

Trailer/semitrailer lengths may be specified if an engineering investigation or engineering judgment determines some trailer/semitrailer lengths may operate safely on the road but others may not (typical trailer/semitrailer lengths are 28, 28.5, 33, 42.5, 48, and 53 feet).

A “no through trucks” prohibition is defined as allowing only trucks with legitimate commerce related business (this does not include gas, food, or lodging) to travel on the road to and from their destination to conduct this business. This restriction may be applied to trucks with a specific dimension (width, length, number of axles, weight, etc.). Any other truck (or any truck meeting or exceeding the dimensions specified in the ordinance) using any part of the route and does not have legitimate commerce related business on the route is considered a “through” truck.

Any route that restricts through trucks “of a gross vehicle weight or axle load limit in excess of a designated maximum” shall have a designated truck route that is “approximately the same distance” as the weight restricted through route, and both routes shall be signed (§20-116, h). However, any route that has a through vehicle or weight restriction to avoid damage by “deterioration, rain, snow or other climatic conditions” for a period “not to exceed 90 days in any one calendar year” does not need an adjoining truck route but shall be posted at each end of the route (§20-121).

Any route that restricts through trucks by any dimension other than weight does not need an associated truck route.

All through truck restrictions shall be based on safety and capacity reasons (§20-115.1, b), and through truck restriction ordinances shall have a completed truck restriction request form explaining the safety and capacity issues requiring the truck restriction.

Examples:

No through commercial multi-unit vehicles between SR 1211 (Paxton Road) and SR 1340 (Mason Road).

No through long combination vehicles between NC 54 and SR 3020 (Robert McKenna Road).

No through truck tractors with semitrailers between NC 41 and SR 4430 (Jefferson Road).

No through truck tractors with semitrailers longer than 33 feet between SR 1511 (Shalom Church Road) and SR 1523 (Audrey Smith Road).

No through commercial vehicles between NC 54 and SR 3020 (Robert McKenna Road).

No through trucks between US 64 and NC 55.

No through trucks with hazardous material between NC 41 and SR 4430 (Jefferson Road).

No through trucks with three or more axles between US 158 Business and SR 1301 (Columbia Road).

No through trucks with semitrailers and a gross vehicle weight of greater than 26,000 pounds between US 70 and SR 1553 (Tree Farm Road).

Truck Restriction Ordinance Request Form
Transportation Mobility and Safety Division

This form is to be submitted by the appropriate Regional Traffic Engineer to the Traffic Ordinance Program Administrator when creating or rescinding truck restriction ordinances. Based on §20-115.1(b), truck restrictions must have documentation that the route can not "safely accommodate" and does not have "sufficient capacity" to accommodate a truck. One form shall be filled out for each request. All truck restrictions based on weight must also have an associated truck route that is "approximately the same distance" as the restricted route, as required by §20-116(h).

Ordinance Number: _____ Enact Rescind

Ordinance Type: Truck Prohibition No Through Trucks Temporary Truck Restriction

Safety Issues: Semi Trucks are consistently turning from Highway 70 (Market Street)
onto South Third Street, traveling South to Highway 301. This passes the County Court
House where parking occurs on both sides of South Third Street. Semi Trucks have
difficulty making the right turn onto South Third and are consistently on the side walk
causing safety concerns and striking the signage and utility poles damaging or causing
the walking signs to be turned the wrong direction.

Capacity Issues: South Third Street is a busy area throughout the week with significant
pedestrian and vehicular traffic occurring in the Down Town area. Trucks attempting
to maneuver through this area create safety issues for people crossing the streets and
people getting into and out of legally parked vehicles for commerce.

Requested By: Michael L. Scott/ Smithfield Police Chief Date: _____

cc: Mobility and Safety Field Operations Engineer

July 1, 2010

Current Ordinance:

- **Sec. 10-135. - Truck route.**

The sections of highway established in a schedule maintained in the office of the town clerk, with a copy in the office of the chief of police, shall be designated as the truck route and all through trucks and other vehicles with an axle load limit in excess of thirteen thousand (13,000) pounds shall be restricted to US and NC roads within the corporate limits of the town.

(Code 1967, § 9-58; Ord. No. 335, 11-11-97)

Amend to:

Sec 10-135. – Truck Route.

Commercial vehicles shall be prohibited from traveling on all town owned roads where signage exist prohibiting no through trucks. A “no through trucks” prohibition is defined as allowing only commercial vehicles with legitimate commerce related business (this does not include gas, food, or lodging) to travel on the road to and from their destination to conduct this business. Any other commercial vehicle using any part of the route and not having legitimate commerce related business on the route is considered a “through” truck.



October 22, 2015

Chief Michael Scott
Smithfield Police Department
PO Box 761
Smithfield, NC 27577

Re: Trucks on S. Third Street

Dear Chief Scott:

Thank you for taking the time to attend the DSDC Board Meeting on October 20, 2015 to provide your insight regarding the prohibition of large trucks on S. Third Street. The DSDC board voted to endorse your recommendation that, with the exception of deliveries, trucks be prohibited on S. Third Street. Should you have any questions or need anything else, please let me know.

Sincerely,

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

Sarah Edwards
Executive Director

**Town of Smithfield
Town Council
Action Form**

Item: Reserve Officer

Date of Meeting: November 10, 2015

Date Prepared: October 23, 2015

Staff Work By: Chief Michael L. Scott

Presentation: New Business

Presentation:

The police department has an opportunity to hire a reserve/part-time officer who was previously employed as a full time officer with the Smithfield Police Department. This action would come at no cost to the town, except for wages when the employee worked. This wage cost would be less than paying a full-time officer overtime and additional benefits. See additional supplemental information for more detail. This arrangement would be identical to the one approved in November of 2014. Since that time, the previous hiring has proved to be a positive arrangement for the officer and the Town.

Action Requested:

It is requested the City Council discuss the potential in this position and approve or disapprove the hire.

TO: Jim Freeman, Interim Town Manager

FROM: Michael L. Scott, Chief of Police

SUBJECT: Police Department Hiring Part Time

DATE: October 23, 2015

Please review the following information in regards to maintaining Officer Donna Sears as a part-time officer with the Smithfield Police Department. Officer Sears is a tenured officer having six years of service with the Smithfield Police Department. She has done an outstanding job during her tenure with this agency and holds several certifications. Officer Sears was previously the department's accreditation manager. Officer Sears recently tenured her resignation to accept a new position at North Carolina Law Enforcement Training and Standards.

Officer Sears approached the department about maintaining a position in a reserve capacity. This would allow her to work at times when other officers are not able to fill manpower requirements, or at times during special events when additional manpower is needed. She could also assist the department in training its new accreditation manager, a position we hoped to have filled by the end of the calendar year. After a review of this possibility it was viewed as a win-win situation for all involved, should we maintain her certification here:

- Officer Sears can maintain her sworn status as a law enforcement officer;
- The Smithfield Police Department can utilize her at times that are mutually agreeable, to fill manpower requirements that might otherwise cost the city overtime dollars;
- Officer Sears maintains all issued equipment, with no new purchases being required;
- Officer Sears is able to fill in as a sworn law enforcement officer because she has already received all Smithfield Police Department training required of new hires;
- On-going mandatory training is completed by existing Smithfield PD Instructors at no cost to the Town;
- Officer Sears time spent at training will be voluntary and conditional to her employment, and not compensated by the Town;
- If the situation does not function as planned, the police department can cut ties with Officer Sears and suffer no loss of any kind.
- Should the position not work out at Training and Standards, the Smithfield Police Department has an opportunity to rehire a valuable, capable employee at a significantly reduced cost.

In November of 2014, a similar arrangement was presented to the Council regarding an employee that had taken a position with Johnston Community College. This position was approved by the Council under the conditions the employee work less than 30 hours per week, so as to not cost the Town any pension or insurance benefits. It is requested the same arrangement be approved in this instance at the same pay rate of \$16.85/hour.

**Town of Smithfield
Town Council Action Form**

Business Item:

Consideration of Bids received for the Demolition of the Old Water Plant on Front Street.

Date of Meeting: November 10, 2015

Date prepared: October 27, 2015

Staff Work by: P Connet, P. Embler, L. Branch

Presentation: Pete Connet

Item:

At the October 6th Council meeting staff was directed to move forward with obtaining bids for the demolition of the Old Water Plant on Front Street.

Since we had several companies interested in bidding on the project, we thought that it was better to prepare a bid package that ensured that everyone was bidding on the same scope of work and was fair to all bidders. The package also includes copies of the environmental reports that were done back in 2000, and the remediation report of 2001 for the removal/disposal of some old barrels that contained some chemicals stored on the site. It also contains a map of the area with notations about leaving some walls and disposing of some materials in the old basins, and capping with 2-3 of fill dirt so the site can be easily maintained in the future.

A pre-bid conference was scheduled for Wednesday, November 4, 2015 at the site, and the bids opened on Thursday, November 5, 2015 at 2:00 p.m. at Town Hall.

The results of this bid opening will be sent to the Council under separate cover since the November Agenda will have been delivered earlier in the week.

Requested:

Receive a report from the staff regarding bids received, and consider awarding a demolition contract to the lowest responsible bidder. In a related matter, the Town has received proposals from DSDC and CommunitySmith to preserve the old water treatment plant as a historical property. However, per conversation with the Interim Town Manager and Town Attorney, it is understood that the Town never made official application for National/State Historical Preservation designation. Thereby; the Council may consider the demolition bids received.

**Town of Smithfield
Town Council
Action Form**

Item: Library Request: Non-Budgeted HVAC Compressor Repair Funding

Date of Meeting: November 10, 2015

Date Prepared: October 21, 2015

Staff Work By: Jim Freeman, Interim Town Manager

Presentation: Business Item

Presentation:

Please reference Council Member Travis Scott's received Johnson County Library request for the Town to support one-third (1/3) cost for replacement of a HVAC compressor...including related email responses. It was understood that this unanticipated operation and maintenance cost was not included as part of the Library's FY Budget. As of a October 29th meeting with Town, County and Library staff (Managers & Library Director & Co. Bldg./Grounds Director), the updated low bid cost for said replacement increased from \$8,200 to \$8,500. If the Council approves the 1/3 cost request, Town Finance Director Greg Siler can find funding (\$2,834) within the Town's present FY Budget.

In a related matter, the October 29th meeting with County and Town staff did have discussion as to drafting a "simple" agreement/understanding on addressing future/unexpected non-budgeted situations cost sharing. Of said meeting discussion importance, was to relate cost sharing to emergency type repair/replacement situations that are not budgeted. Library voluntary renovations would not be eligible for cost share. The County is taking the lead in drafting the agreement/understanding which should be provided to the Town within the next few weeks for Town input.

Action Requested

The Council is being sought as to approve of the County Library presented \$2,834 cost share for an HVAC compressor replacement at the library facility.

Interim Manager's Opinion: Attached hereto is a first draft of a cost sharing Memorandum of Understanding between the Public Library of Johnston County and Smithfield, The Johnston County Board of Commissioners and the Town of Smithfield as related to future situations. This is being further negotiated and discussed by all involved parties. Town Attorney Bob Spence has been forwarded a copy for review. Upon negotiation completion, the Memorandum of Understanding is to be scheduled for Council approval.

Shannan Williams

From: Travis Scott <t.scott@stsn.com>
Sent: Monday, October 19, 2015 6:58 PM
To: Jim Freeman; Tim Kerigan; Marlon Lee; Charles Williams; Andy Moore; emery.ashley@smithfield-nc.com; Roger Wood; Perry Harris; Shannan Williams; John Lampe
Subject: Fwd: compressor library needs

As serving on the library board I received the below communication. I feel we need to support this repair (our portion) and give them the permission to make needed repairs. Jim would you take a look at this request and see where we could find funds to support our portion. Could you place this item on our agenda for formal approval (consent) would be fine unless other council objects. Our library is a very great asset to our town.

Fellow Council please acknowledge this request if you have objections.

Thank you.

Travis Scott

Begin forwarded message:

From: "Margaret Marshall" <mmarshall@pljcs.org>
Date: October 19, 2015 at 4:13:24 PM EDT
To: "Travis Scott" <Travis.Scott@smithfield-nc.com>
Subject: compressor

Travis:

I sent the following e-mail out to the Library Board in mid-September:

When paying bills in July, we noticed that our electric bill seemed a little high. Although it was higher than most July bills in the last 5 years, it was not the highest. When we received our August bill, however, it was considerably higher than the August bills of the last 5 years.

	2011	2012	2013	2014	2015
July	\$7,915.72	\$6,968.61	\$6,714.13	\$6,713.19	\$7,540.63
Aug	\$7,600.03	\$7,438.29	\$6,882.61	\$6,412.63	\$9,129.16

I contacted Daniel Clifton, Head of the County's Building and Grounds Department and asked if he could help me discover why the August bill was so high. First, he checked with the Town to be sure there was not a meter problem. He then began looking at the Library's HVAC system: our boilers, chillers, and compressors. It appears that one of the compressors has gone out, and another compressor has been running 24/7 to keep the system working. The compressor will need to be replaced.

We have two Chillers: Chiller 3 is for the old section and it has 2 compressors, and Chiller 2 is for the new area and it has 4 compressors. We have replaced one of the compressors on chiller 2 before. Our current failed compressor is attached to Chiller 3. Daniel will be happy to discuss this problem with the Board if you would like.

Daniel hopes to get 3 bids to replace the compressor. At this time, he has received 1 bid from AB Controls for \$8,200. We hope to hear from other bidders soon. This is not something we had budgeted for and do not have the funds to cover in our current budget.

Since this e-mail went out, our September bill has come and it was over \$10,000 for the month! The compressor needs to be replaced as soon as possible to decrease these bills.

We have since received the 3 quotes:

- AB Controls bid \$8,200
- Carrier bid \$16,200
- SPC Mechanical bid \$16,975

I asked Daniel why the one quote was so much less than the others and he said it was because AB Controls has a contract with the County and they were bidding the contract price. All 3 quotes are bidding the same Trane replacement parts. Also included in the bid is the cost of a crane rental to get the new compressor on the roof and the old one down; he thinks the last 2 bids include crane rental fees for a longer period of time than actually needed.

The Board has asked if there is any way the Town can help with the payment. In the past, the Town, County, and Library have split major repair costs over \$5,000 three ways. Do you think this is something the Council would consider helping us with?

*Margaret Marshall, Library Director
Public Library of Johnston County & Smithfield
305 E. Market St.
Smithfield, NC 27577
919-934-8146 fax 919-934-8084*



9/9/2015

Proposal

TO: Johnston County

ATTN: Daniel Clifton

FAX NUMBER 919-989-5439

PROPOSAL TO REPLACE A COMPRESSOR & COIL FOR LAND USE CENTER

For the amount of \$8,200.00 , ABCcontrols will replace a compressor & coil at the LUC. The above amount includes parts, labor and tax

project will be a turnkey installation to include;
- Trane coil COL14717

**Regards,
Allen Berg**

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 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 \$5,000.00.
2. If a proposed maintenance and repair project exceeds \$5,000.00, 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 \$5,000.00 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 \$5,000.00 with the County paying 60% of the costs of the maintenance and repair project over and above \$5,000.00 and the Town paying 40% of the costs of the maintenance and repair project over and above \$5,000.00.
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 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.]

DRAFT ONLY

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

Date

Chairman, Board of Trustees

Attest:

COUNTY OF JOHNSTON

Date

Chairman, Board of Commissioners

Attest:

TOWN OF SMITHFIELD

Date

Mayor

Attest:

DRAFT ONLY!

Financial Report



CASH AND INVESTMENTS

General Fund (Includes P. Bill)	6,613,691			
Water and Sewer Fund	3,669,492			Interest Rate
Electric Fund*	6,434,100			
Capital Project Fund: Wtr/Sewer (45)	24,008	1st CITIZENS	9,742,853	0.20%
Capital Project Fund: General (46)	20,478	NCCMT	2,237,870	0.080%
Capital Project Fund: Electric (47)	5,836	STIFEL	25,781	Market
Firemen Relief Fund (50)	178,906	KS BANK	4,911,095	.2, .65, &.8
Fire District Fund (51)	46,553	BB&T	-	0.12%
JB George Endowment (40)	126,068	PNC BANK	201,533	0.10%
Total	<u>\$ 17,119,132</u>		<u>\$ 17,119,132</u>	

*Plug

Account Balances Confirmed By Finance Director on 9/24/2015

25.00%

WATER AND SEWER FUND

Revenues	Actual	Budget	Actual to Date	YTD %
	FY '14-5	FY '15-16	FY '15-16	Collected
Water Charges	\$ -	\$ 2,144,580	\$ 420,587	19.61%
Water Sales (Wholesale)		\$ 670,000	\$ 158,506	23.66%
Sewer Charges	-	2,811,738	537,844	19.13%
Tap Fees	-	16,000	3,875	24.22%
All Other Revenues	-	10,500	7,537	71.78%
Loan Proceeds	-	510,000	-	0.00%
Fund Balance Appropriated	-	541,951	-	0.00%
Total	\$ -	\$ 6,704,769	\$ 1,128,349	16.83%

Expenditures	Actual	Budget	Actual to Date	YTD %
	FY '14-5	FY '15-16	FY '15-16	Spent
Water Plant	\$ -	\$ 2,226,082	\$ 519,538	23.34%
Water Distribution/Sewer Coll (Less Transfers)	-	4,058,512	822,693	20.27%
Transfer to General Fund	-	-	-	#DIV/0!
Transfer to W/S Capital Proj. Fund	-	-	-	#DIV/0!
Debt Service	-	149,466	-	0.00%
Contingency	-	270,709	-	0.00%
Total	\$ -	\$ 6,704,769	\$ 1,342,231	20.02%

ELECTRIC FUND

Revenues	Actual	Budget	Actual to Date	YTD %
	FY '14-5	FY '15-16	FY '15-16	Collected
Electric Sales	\$ -	\$ 17,244,400	\$ 3,985,280	23.11%
Penalties	-	375,000	113,797	30.35%
All Other Revenues	-	41,000	12,067	29.43%
Loan Proceeds	-	-	-	
Fund Balance Appropriated	-	452,152	-	
Total	\$ -	\$ 18,112,552	\$ 4,111,144	22.70%

Expenditures	Actual	Budget	Actual to Date	YTD %
	FY '14-5	FY '15-16	FY '15-16	Spent
Administration/Operations	\$ -	\$ 2,199,924	\$ 554,184	25.19%
Purchased Power	-	14,200,000	3,673,472	25.87%
Debt Service	-	366,240	366,240	100.00%
Capital Outlay	-	466,000	30,905	
Contingency	-	636,846	-	
Transfers to General Fund	-	243,542	-	0.00%
Total	\$ -	\$ 18,112,552	\$ 4,624,801	25.53%

TOWN OF SMITHFIELD
MAJOR FUNDS FINANCIAL SUMMARY REPORT
September 30, 2015
Gauge:3/12 or 25 Percent

25.00%

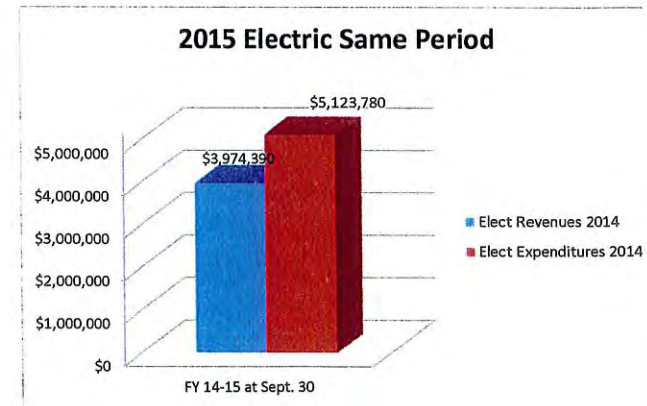
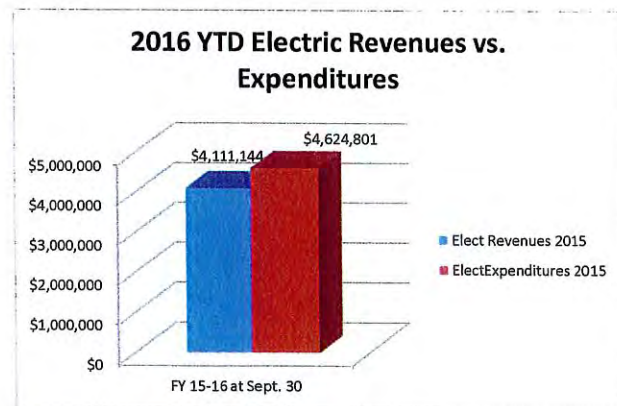
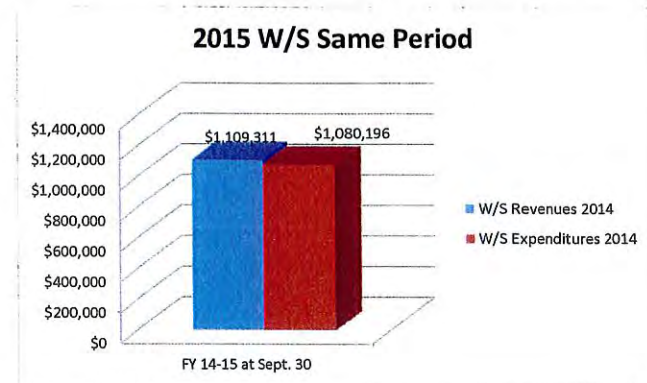
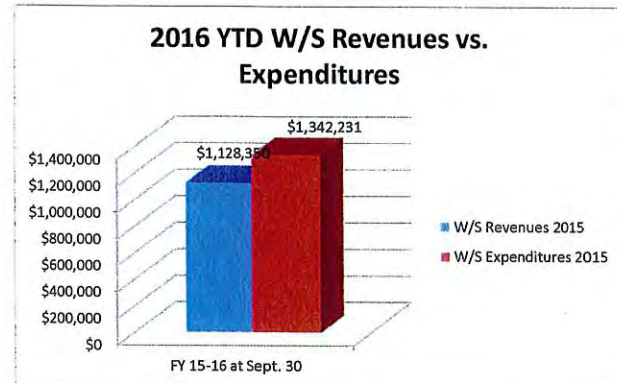
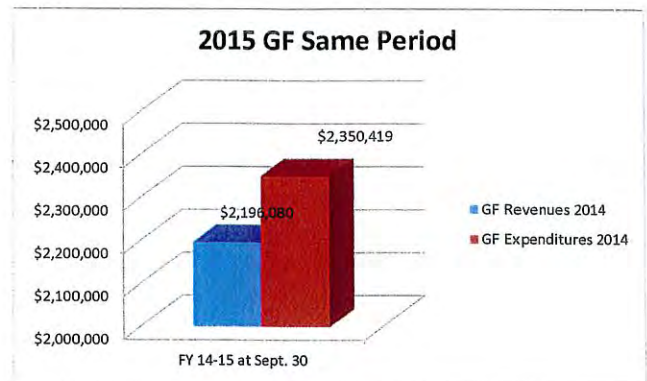
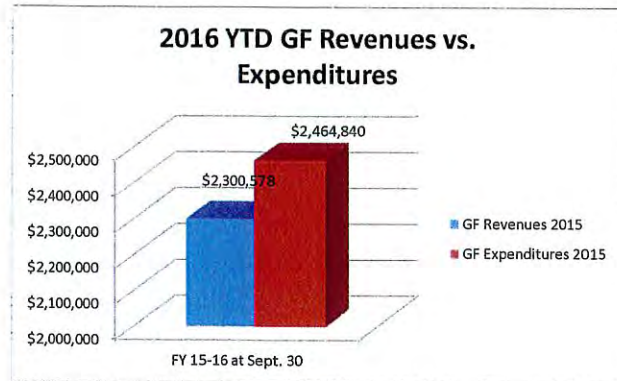
GENERAL FUND

Revenues	Actual	Budget	Actual to Date	YTD %
	FY '14-5	FY '15-16	FY '15-16	Collected
Current & Prior Year Property Taxes	\$ -	\$ 5,499,200	\$ 840,824	15.29%
Motor Vehicle Taxes	-	425,000	133,749	31.47%
Utility Franchise Taxes	-	810,000	233,867	28.87%
Local Option Sales Taxes	-	1,990,000	201,175	10.11%
Aquatic and Other Recreation	-	829,400	230,114	27.74%
Sanitation	-	1,326,200	245,182	18.49%
All Other Revenues	-	1,260,756	415,667	32.97%
Loan Proceeds	-	182,000	-	0.00%
Transfers (Electric and Fire Dist.)	-	397,542	-	
Fund Balance Appropriated	-	240,300	-	0.00%
Total	\$ -	\$ 12,960,398	\$ 2,300,578	17.75%

Expenditures	Actual	Budget	Actual to Date	YTD %
	FY '14-5	FY '15-16	FY '15-16	Spent
General Gov.-Governing Body	\$ -	\$ 277,435	\$ 85,630	30.86%
Non Departmental	-	1,245,109	250,106	20.09%
Debt Service	-	1,404,646	169,381	12.06%
Finance	-	134,458	38,416	28.57%
Planning	-	407,786	79,657	19.53%
Police	-	3,532,799	722,959	20.46%
Fire	-	1,354,571	267,931	19.78%
EMS	-	-	-	#DIV/0!
General Services/Public Works	-	471,479	114,880	24.37%
Streets	-	544,457	104,540	19.20%
Motor Pool/Garage	-	93,220	16,924	18.15%
Powell Bill	-	300,700	23,683	7.88%
Sanitation	-	1,086,145	208,851	19.23%
Parks and Rec	-	807,097	151,005	18.71%
SRAC	-	962,336	230,875	23.99%
Contingency (Previously Part Of Gen Gov)	-	338,160	-	0.00%
Appropriations/Contributions	-	-	-	0.00%
Total	\$ -	\$ 12,960,398	\$ 2,464,838	19.02%

YTD Fund Balance Increase (Decrease) - -

Town of Smithfield Revenues vs. Expenditures



Department Reports





FINANCE DEPARTMENTAL REPORT FOR SEPTEMBER, 2015

SUMMARY OF ACTIVITIES:

Daily Collections.....	\$3,113,788
Tax & Vehicle License.....	20,180
Franchise Tax.....	260,247
Sales & Use Tax.....	201,145
Powel Bill.....	<u>161,890</u>
Total Revenue	\$3,757,250

Expenditures: General, Water, Electric and Firemen’s Fund..... \$2,659,292

FINANCE:

- Compiled and submitted monthly retirement report on 9/28/2015
- Issued 66 purchase orders
- Processed 787 vendor invoices for payment and issued 356 accounts payable checks
- Prepared and processed 2 regular payrolls and 1 special payroll for Interim Fire Chief. Remitted federal and state payroll taxes on 9/11/15, 9/25/15, and 9/23/15
- Issued 0 new privilege licenses (new law change in effect 7/1/2015)
- Collected \$232 in September on past due privilege license fees. **NOTE:** This brings the total collected to \$6,587. The past due collections are the result of mailing some 284 past due notices to local businesses
- Processed 19 NSF Checks (Utility and SRAC)
- Bad debt calendar year-to-date collections total \$32,463 (EMS = \$9,966; SRAC = \$10,137; and Utility = \$12,360). **NOTE:** Due to tax rate changes at the state level in 2014, debt collections are down some \$40,000 when compared to the same period last year... fewer North Carolina tax payers received tax refunds this filing year
- Other month end data report attached

FINANCE DIRECTOR

- Attended Town Council regular meeting on Sept. 1, 2015
- Attended Cost of Services Rate Study meeting on Sept. 14, 2015
- Attended Department Heads staff meetings on September 1 and 22, 2015
- Responded to multiple questions from auditor on this year’s audit
- Invoiced Smithfield Housing Authority and JCC for resource officers
- Invoiced 2 grave openings
- **Implemented a 5%, across the board, electric rate reduction to take effect with the September bills. Note: the bills that go out in September are for August usage.**

Finance Department Totals for Sep 2015

Meter Reading

Actual Meters Read	10,001	
Meters Loaded to Hand Held	10,233	
Meter Tech Service Hours	0	\$0.00

Billing/Collections

Bills Mailed	6,090	\$2,423,722.65
Area Lights Billed	929	\$34,871.14
JoCo Wholesale water	52,545,000	\$81,823.52
Load Mgmt AC credit	487	-\$4,870.00
Load Mgmt water heater credit	603	-\$3,684.00
Adjustments	117	-\$9,452.37
Delinquent Accts/Late Fees	1,420	\$20,536.10
NSF - Utility Only	17	\$5,697.77
Refund Checks Issued	18	\$7,123.80
Door Hangers	249	
Disconnect for non-pay	51	
Reconnect for payment received	38	
Bank Drafts	711	\$485,511.82
Lockbox	1,121	\$750,505.81
ECO Payment Totals		
	IVR-phone	158
	On-Line (website)	419
		\$121,958.13 BOTH
Cash Window Transactions/Payments	4,236	\$1,733,404.28
Accts collected from Debt setoff	0	\$0.00 EMS
	1	\$104.00 SRAC
	1	\$186.71 Utility
Accts submitted to Debt Setoff	30	\$8,838.98 Utility
	0	\$0.00 SRAC
Service Orders		
Requested Orders	336	
Completed Orders	330	
	Terminated Accounts	123
	Meters Rechecked	56
	New Turn on Accounts	99
Meter Tamper / Meter Missing	0	\$0.00

Phone Call Usage

CSR - Elaine

		Duration
Inbound	736	17:52:39
Outbound	194	4:36:10

CSR/Collections - Audrey

Inbound	415	9:14:53
Outbound	209	3:23:04
Collections - Cash Window#2		
Inbound	104	1:55:07
Outbound	3	0:02:02
Switch Board Operator x1101		
Inbound	578	3:16:00
Outbound	95	2:36:11
Total Town (Trunk Lines)		
Inbound	4,999	144:25:45
Outbound	2,396	94:33:22



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 - 2015

	September	Calendar Year to date
Town Council		
Rezoning	0	4
Conditional Use	1	4
Ordinance Amendment	0	2
Major Subdivisions	0	0
Annexations	0	0
Special Events	3	17

Planning Board		
Rezoning	1	5
Condition Use	0	3
Ordinance Amendment	1	3
Subdivisions	0	0
Annexations	0	0

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

CODE COMPLIANCE MONTHLY REPORT 2015

	Sep-15	Calendar Year To date
Written Violations	133	1140
Resolved Violations	141	1137
On Site Meetings	118	1318
Temporary Signs Violations	61	798
Temporary Signs Removed	61	798
Condemned Structures Removed	0	11
Community Volunteers	0	248
Families Helped By Helping Hand Volunteers	0	80
ADA Compliant Ramps Built By Volunteers		



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

PERMITS ISSUED MONTHLY REPORT- September 2015

Site Plan	Minor Site Plan	175.00	4
Zoning	Land Use	600.00	6
Zoning	Sign	100.00	2
Report Period Total:		875.00	12
YTD Total:		3,275.00	44



Permit#	Permit Type	Sub Type	Business Name	Project Address
Z15-000115	Zoning	Sign	Buffalo Wild Wings sign package	130 South Equity Drive
Z15-000118	Zoning	Land Use	Coptube America- JC, INC	333 East Market Street
Z15-000116	Zoning	Land Use	Kelly's Antiques and Thrift Shop	508 South Third Street
Z15-000117	Zoning	Land Use	Carolina Bridal World	246 Venture Drive
SP15-000044	Site Plan	Minor Site Plan	SFD Addition	216 Cloverdale Drive
Z15-000119	Zoning	Sign	Smithfield Landings	110 South EQUITY Drive
Z15-000120	Zoning	Land Use	Las Brasa Restaurant	1219 South brightleaf Boulevard
Z15-000121	Zoning	Land Use	Vision World Opticians	1233 North Brightleaf Boulevard
Z15-000122	Zoning	Land Use	Brightleaf Motorsports	808 North Brightleaf Boulevard
SP15-000045	Site Plan	Minor Site Plan	Strapper Building	37 Peedin Road
SP15-000046	Site Plan	Minor Site Plan	SFD Addition	116 Ray Drive





**TOWN OF SMITHFIELD
POLICE DEPARTMENT
MONTHLY REPORT
MONTH ENDING September 30, 2015**

I. STATISTICAL SECTION

Month Ending September 30, 2015	Sep-15	Sep-14	Total 2015	Total 2014	YTD Difference
Calls For Service	1674	2043	16907	20385	-3478
Incident Reports Completed	190	208	1589	1574	15
Cases Closed	186	160	1659	1488	171
Accident Reports	72	64	643	626	17
Arrest Reports	134	109	1134	1100	34
Burglaries Reported	06	05	74	83	-09
Drug Charges	34	29	284	267	17
DWI Charges	12	07	81	87	-06
Citations Issued	195	237	2323	2913	-590
Speeding	19	62	531	1113	-582
No Operator License	55	56	568	716	-148
Registration Violations	29	33	306	467	-161

II. PERSONNEL UPDATE

One officer remains in a field training remains in a field training assignment. One officer remains in training at BLET. One officer was hired to fill one vacancy. Three vacancies remain.

III. MISCELLANEOUS

A Homicide occurred in District 1. Detectives have good leads in the case. Ethics and Blood Borne Pathogen Training completed by all employees. Annual meeting conducted with Johnston County School Superintendent regarding law enforcement concerns and communication. Assisted Goldsboro PD with Captains Promotional Assessment Test.

- Calls for service continue to decrease due to a change in the manner in which calls are logged. This record keeping change began in January 2015.

REPORTED UCR OFFENSES FOR THE MONTH OF SEPTEMBER 2015

PART I CRIMES	September		+/-	Percent Changed	Year-To-Date		+/-	Percent Changed
	2014	2015			2014	2015		
MURDER	0	1	1	N.C.	0	1	1	N.C.
RAPE	1	0	-1	-100%	2	3	1	50%
ROBBERY	1	2	1	100%	17	15	-2	-12%
Commercial	0	1	1	N.C.	3	5	2	67%
Individual	1	1	0	0%	14	10	-4	-29%
ASSAULT	3	3	0	0%	46	51	5	11%
* VIOLENT *	5	6	1	20%	65	70	5	8%
BURGLARY	5	6	1	20%	77	72	-5	-6%
Residential	4	3	-1	-25%	46	52	6	13%
Non-Resident.	0	3	3	N.C.	10	11	1	10%
Commercial	1	0	-1	-100%	21	9	-12	-57%
LARCENY	40	58	18	45%	418	424	6	1%
AUTO THEFT	3	1	-2	-67%	13	10	-3	-23%
ARSON	1	1	0	0%	3	2	-1	-33%
* PROPERTY *	49	66	17	35%	511	508	-3	-1%
PART I TOTAL:	54	72	18	33%	576	578	2	0%
PART II CRIMES								
Drug	71	39	-32	-45%	317	279	-38	-12%
Assault Simple	16	7	-9	-56%	109	138	29	27%
Forgery/Counterfeit	1	4	3	300%	12	34	22	183%
Fraud	12	9	-3	-25%	77	98	21	27%
Embezzlement	1	2	1	100%	3	10	7	233%
Stolen Property	0	2	2	N.C.	11	13	2	18%
Vandalism	7	10	3	43%	85	64	-21	-25%
Weapons	2	6	4	200%	16	29	13	81%
Prostitution	0	0	0	N.C.	0	0	0	N.C.
All Other Sex Offens	0	1	1	N.C.	6	9	3	50%
Gambling	0	0	0	N.C.	0	0	0	N.C.
Offn Agnst Faml/Chld	1	0	-1	-100%	3	6	3	100%
D. W. I.	8	10	2	25%	85	79	-6	-7%
Liquor Law Violation	1	1	0	0%	11	10	-1	-9%
Disorderly Conduct	1	1	0	0%	11	9	-2	-18%
Obscenity	0	0	0	N.C.	0	2	2	N.C.
Kidnap	0	0	0	N.C.	2	0	-2	-100%
All Other Offenses	12	3	-9	-75%	55	52	-3	-5%
PART II TOTAL:	133	95	-38	-29%	803	832	29	4%
GRAND TOTAL:	187	167	-20	-11%	1379	1410	31	2%

N.C. = Not Calculable

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I. Statistical Section

Responded to:

<u>12</u>	Total Structure Fires Dispatched
<u>4</u>	Confirmed Structure Fires (Our District)
<u>0</u>	Confirmed Structure Fires (Other Districts)
<u>119</u>	EMS/Rescue Calls
<u>2</u>	Vehicle Fires
<u>23</u>	Motor Vehicle Accidents
<u>7</u>	Fire Alarms (Actual)
<u>8</u>	Fire Alarms (False)
<u>8</u>	Misc./Other Calls
<u>8</u>	Mutual Aid (Received)
<u>5</u>	Mutual Aid (Given)
179	TOTAL EMERGENCY RESPONSES

Conducted	<u>39</u>	Fire Inspections/Compliance Inspections
Conducted	<u>3</u>	Public Fire Education Programs
	<u>22</u>	Adults in Attendance
	<u>85</u>	Children in Attendance
Conducted	<u>0</u>	Plans Review Construction/Renovation Projects
Issued	<u>0</u>	Fire Code Citations
Issued	<u>0</u>	Fire Lane Citations
Completed	<u>14</u>	Consultation/Walk Through
Completed	<u>20</u>	Re-Inspections
Completed	<u>0</u>	Fire Investigations

II. Major Revenues
 Inspections: \$ 1,875.00

Major Expenses for the Month: No major expenses this month.

III. Personnel Update:

- Transitioned Kim Grimes from part-time EMS support specialist to part-time Fire support specialist effective 9/1/15.
- Hired Stephen Pittman as part-time firefighter effective 9/8/15.

IV. Narrative of monthly departmental activities:

- Participated in the Benson Mule Days Parade with E-2 on 9/4/15.
- Participated in the 9/11 ceremony held at SSS High School.
- Participated in the Back to school program held at JCC on 9/12/15.
- Held a Code Red webinar for Town staff to refresh ourselves with the system.
- Held a Retirement Luncheon on 9/28/15, for Kathy Price as she retired from the town on 8/31/15.
- Held a Fire recovery webinar training on 9/28/15, for fire department staff to increase our recovery cost for our response to MVA's.

**Town of Smithfield
Public Works Department
September 30, 2015**



289 Total Work Orders completed by the Public Works Department

3 Burials, at \$700.00 each = \$2,100.00

0 Cremation Burial, \$400.00 each = \$0.00

\$0 Sunset Cemetery Lot Sales

\$0 Riverside Extension Cemetery Lot Sales

370.78 tons of household waste collected

164 tons of yard waste collected

7.83 tons of recycling collected

68 Animal Control work orders completed

22 Cats transported to Animal Shelter

10 Dogs transported to Animal Shelter

Town of Smithfield
Public Works Appearance Division
Cemetery, Landscapes, and Grounds Maintenance
Buildings, Facilities, and Sign Division
Monthly Report
September 30, 2015



I. Statistical Section

3 Burials

10 Works Orders – Buildings & Facilities Division

15 Work Orders – Grounds Division

23 Work Orders – Sign Division

II. Major Revenues

Sunset Cemetery Lot Sales: \$0.00

Riverside Ext Cemetery Lot Sales: \$0.00

Grave Opening Fees: \$2,100.00

Total Revenue: \$2,100.00

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. Trooper Bridges lead the Public Works safety meeting on railroad safety entitled "Operation Life Saver".

**Town of Smithfield
Public Works Drainage/Street Division
Monthly Report
September 30, 2015**



I. Statistical Section

- a. All catch basins in problem areas were cleaned on a weekly basis
- b. 16 - Work Orders – 21.75Tons of Asphalt was placed in 14 utility cuts, 1 Driveway apron and 3 overlay.
- c. 3 - Work Order – 400 Linear Feet Drainage Pipe cleaned.
- d. 1 - Work Order - 330 Linear Feet of ditches were cleaned
- e. 8 - Work Orders – 962.5lbs. of Cold Patch was used for 16 Potholes.
- f. 68 - Work Orders were completed regarding Animal Control related issues. 22 Cats and 10 Dogs were transported to the Animal Control Shelter.
- g. Replaced 85LF of sidewalk panels, 18ft of curb and gutter and installed a handicap accessible ramp on 100Blk of Johnston Street.

II. Major Revenues

None for the month

III. Major Expenses for the Month:

\$4,200 to David Hinton Const. for concrete replacement project, \$5,523.08 to Peterson Industries Inc. for Hydraulic Actuator.

IV. Personnel Update:

None for the month

V. Narrative of monthly departmental activities:

Trooper Bridges lead the Public Works safety meeting on railroad safety entitled "Operation Life Saver".

**Town of Smithfield
Public Works Department
September 2015 Drainage Report**

Location: Alley behind Gandolph's subs.
Starting Date: 9/1/2015
Completion Date: 9/1/2015
Description: Blew out 100LF of storm drain line for positive drainage.
Man-hours: 3hrs.
Equipment: Jet truck, 402 pickup plus hand tools.
Materials: N/A

Location: 400Blk of S 3rd Street near Davis Street intersection.
Starting Date: 9/2/2015
Completion Date: 9/2/2015
Description: Repaired large sink hole area in asphalt due to abandon line sucking dirt,
Man-hours: 12.75
Equipment: Jet truck, 420 backhoe, 405 dump truck.
Materials: 8 tons of ABC stone, 2 yards of topsoil.

Location: 102 Martin Street, MLK Drive in front of housing authority.
Starting Date: 9/2/2015
Completion Date: 9/2/2015
Description: Cleaned 75LF of drain line for positive drainage.
Man-hours: 5.25hrs
Equipment: Jet truck, 402 Pickup.
Materials: N/A

Location: Downtown district.
Starting Date: 9/3/2015
Completion Date: 9/3/2015
Description: Installed flags and banners for Labor Day holiday.
Man-hours: 13.5hrs
Equipment: 402 plus ladders and hand tools.
Materials: Used 6 new American Flags, 2 new fiber flex poles and 2 new brackets.

Location: Oakland Cemetery, Dead End of Michael Lane.
Starting Date: 9/4/2015
Completion Date: 9/4/2015
Description: Cut back ditch bank and right of way areas.
Man-hours: 7hrs.
Equipment: Tractor with bush hog attachment.
Materials: N/A

Location: 408, 414 N 4TH Street, 315 S 5th Street, 104 Old Farm Road, 202 Strickland Drive, 400 Blk of Davis near 3rd Street.
Starting Date: 9/9/2015
Completion Date: 9/9/2015
Description: Repaired 4 utility cuts, 3 overlays and 1 drive way apron.
Man-hours: 19.50hrs.
Equipment: 420 Backhoe, 405 dump truck and 402 pickup.
Materials: 7.26tons of I2 Asphalt.

**Town of Smithfield
Public Works Department
September 2015 Drainage Report**

Location: 316, 1101 Forbes Drive, 922 2nd AVE, 707 S 1st Street, 403 Woodall Street, 6th and Rose Street, 8 Runneymede, 20, 16 Camelia Drive, 300 E Church Street.
Starting Date: 9/11/2015
Completion Date: 9/14/2015
Description: Repaired 10 utility cuts.
Man-hours: 33.75hrs
Equipment: 420 Backhoe, 405 dump truck and 402 pickup.
Materials: 14.49tons of I2 Asphalt.

Location: 1628 Maple Street, 110 Henley Pl.
Starting Date: 9/15/2015
Completion Date: 9/15/2015
Description: Repaired two large concrete cuts.
Man-hours: 18hrs.
Equipment: 420 Backhoe, 405 dump truck and 402 pickup
Materials: 1.5 yards of 3000psi concrete.

Location: 113 Henley Place, 410 Canterbury, NBL and Peedin Road, 540 North Street, 31 Brookwood, 809 Venture Drive, 221 Hood and 300 Blk of Hood Street.
Starting Date: 9/17/2015
Completion Date: 9/28/2015
Description: Repaired 16 potholes.
Man-hours: 10.5hrs.
Equipment: 402 pickup plus hand tools.
Materials: 19.25 bags of Perma Patch asphalt.

Location: Fuller Street, Martin Street, 2nd Ave, 3rd Ave, 5th and Church, 5th Street beside PD, Woodall and SBL, Riverside Drive, S 3rd beside Travel Odyssey.
Starting Date: 9/18/2015
Completion Date: 9/18/2015
Description: Cut FEMA lots.
Man-hours: 13hrs.
Equipment: 402 pickup, 2 scag mowers plus hand tools.
Materials: N/A

Location: S Equity and Outlet Center Drive, N&N Bar parking area.
Starting Date: 9/21/2015
Completion Date: 9/21/2015
Description: Cleaned 225 LF of storm drain line for positive drainage.
Man-hours: 19.5hrs.
Equipment: Jet truck, 420 backhoe, 405 dump truck.
Materials: N/A

**Town of Smithfield
Public Works Department
September 2015 Drainage Report**

Location: Vacant lot beside 811 Martin Street, Martin and Broadway, 822 Ward Street, Hillcrest Drive and Riverdale plus adjacent lot.
Starting Date: 9/22/2015
Completion Date: 9/24/2015
Description: Cut 4 nuisance properties for [Planning Department.
Man-hours: 8hrs.
Equipment: Bobcat tractor with bush hog, scag mowers plus hand tools.
Materials: N/A

Curb Gutter Repair (Aug. - Sept. 2015)

<u>W.O. #</u>	<u>LOCATION</u>	<u>District</u>	<u>SIZE</u>	<u>CONTRACTOR / REPAIR DATE</u>
#6459 (3/13)	101 Rose St.	2	Driveway approach repair 3.6' x 20'	8/27/2015
#4184 (1/12)	207 N. 3rd St.	2	Driveway approach repair	8/28/2015
#6639 (4/13)	108 E. Rose St.	1	20' curb cut /utility repair	8/28/2015
#7901 (10/13)	623 South 3rd St.	2	5' gutter /utility repair	8/25/2015
#9206(5/14)	316 E. Church St.	2	Replace 25' of curb & gutter	8/28/2015
#11319(4/15)	125 Quail Run	1	Driveway approach repair 5' x 10'	8/28/2015
#11452(5/15)	Vermont St. & Holding St. (Holding St. side)	1	Replaced 10" of curb & gutter	8/27/2015
#11938(7/15)	205 Longview Dr. possibly	3	Replace 20' of curb & gutter	8/28/2015
#12280(8/15)	402 Birch St.	4	Gutter 5' x 16', and 7' of Curb	8/28/2015
#12284(8/15)	300 McCuller St.	3	Driveway approach repair 11.6' x 13' x 6'	8/27/2015
#12291(8/15)	507 Pine St.	4	Replace 151' of curb & gutter	8/28/2015
#12364(9/15)	802 Martin Luther King Jr. Dr. (North Ave side)	4	Replace 25' of curb & gutter	9/2/2015
#12365 (9/15)	101 E. Johnston St. (Front St. side)	2	Driveway approach repair 3' x 12'	9/4/2015
#12365 (9/15)	101 E. Johnston St. (Front St. side)	2	18' of curb & gutter	9/4/2015
#12366(9/15)	Holding St. & Walnut Dr.	1	Replace 6' of curb & gutter	9/2/2015
	David Hinton Construction Co.			

**Town of Smithfield
Public Works Fleet Maintenance Division
Monthly Report
September 30, 2015**



I. Statistical Section

2 Preventive Maintenances

0 North Carolina Inspections

40 Work Orders

II. Major Revenues

None for the month

III. Major Expenses for the Month:

None for the month

IV. Personnel Update:

None for the month

V. Narrative of monthly departmental activities:

The shop employee performed preventive maintenances on all Town owned generators. Trooper Bridges lead the Public Works safety meeting on railroad safety entitled "Operation Life Saver".

**Town of Smithfield
Public Works Sanitation Division
Monthly Report
September 30, 2015**



I. Statistical Section

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

- a. Sanitation forces completed 76 work orders
- b. Sanitation forces collected 370.78 tons of household waste
- c. Sanitation forces disposed of 82 loads of yard waste and debris at Spain Farms Nursery
- d. Recycling forces collected .70 tons of clean wood waste (pallets)
- e. Town's forces collected 0 tons of construction debris (C&D)
- f. Town's forces disposed of 0 scrap tires
- g. Recycling forces collected 3.88 tons of recyclable plastic
- h. Town's forces collected 3,400 lbs. of cardboard
- i. A total of 0 gallons of cooking oil was collected at the convenience site
- j. Disposed of 3,700 lbs. of plastics & glass

II. Major Revenues

- a. Received \$0.00 from Sonoco Products for cardboard material
- b. Sold 0 lbs. of aluminum cans for \$0.00
- c. Sold 2,760 lbs. of shredder steel for \$158.70 to Omni Source

III. Major Expenses for the Month:

Spain Farms Nursery was paid \$2,208.00 for disposal of yard waste and debris.

IV. Personnel Update:

Jackie Mitchell is still out on medical leave.

V. Narrative of monthly departmental activities:

The department worked closely with Parks & Recreation and Downtown Development on providing traffic control devices and event containers for Special events held at the Parks and in the Downtown. Trooper Bridges lead the Public Works safety meeting on railroad safety entitled "Operation Life Saver". The increase in work orders in the Sanitation Division is due to the Public Works Department revamping our Wednesday's work schedule. In order to better utilize our man power and resources we are assigning specific duties to the employees to cover each of the districts inside city limits. Our efforts are to make a difference in each district and clean up areas of concern.



**PARKS & RECREATION
SMITHFIELD RECREATION AND AQUATICS CENTER
MONTHLY REPORT
SEPTEMBER, 2015**

I. Parks and Recreation and SRAC Programs/Events

Programs/Events in progress of recently completed: **29**
Total Contacts with Program Participants: > **4897** *(unique recreation experiences)
SRAC member visits: > **4661**
SRAC paid day pass visitors: > **435 (\$3203.00)**
SRAC complimentary day pass visitors: **14**
SRAC Facility Rentals (Banquet Room, Gym, M-P Room, Pool,): > **41 Rentals**
P&R Facility Rentals (fields, shelters, etc.): > **1192** (83 Rentals)

II. Budget Information

Through 78/31/15 & YTD:
Parks and Recreation Expenditures > approximately 18.9 %
SRAC Expenditures > approximately 25.7 %
SRAC Revenues collected > approximately 26%

III. Highlights

Hosted TSL Fall-Stars Baseball Showcase (23 Teams)

Took Sterling Senior Club to Tryon Palace in New Bern

Hosted Free Tennis Play Dates

Assisted SSS with Hosting the Johnston County Volleyball Jamboree with all 8 High School Varsity and J.V. Teams Participating.



**Utilities Department
Monthly Report
September 2015**

- **Statistical Section**
 - Electric CP Demand 26,987 Kw relative to August's demand of was 29,641Kw.
 - Electric System Reliability for was 99.9861% relative to August's 99.9567%.
 - Raw water treated on a daily average was 3.131MG relative 3.425MG for August; with maximum demand of 3.807 MG relative to August's 4.056MG.
 - Total finished water to the system was 86.995 MG relative to August's 96.508MG. Average daily for the month was 2.9 MG relative to August's 3.113MG. Daily maximum was 3.547 MG (September 11th) relative to August's 3.880 MG. Daily minimum was 1.298 MG (September 2nd), relative to August's 2.450 MG.

- **Miscellaneous Revenues**
 - Electrical sales were \$1,627,536 relative to August's sales of \$1,893,370
 - Water sales were \$177,792 relative to August's \$196,223
 - Sewer sales were \$228,055 relative to August's \$251,584
 - Johnston County Water purchases were \$81,824 relative to August's \$62,53
 - **Major Expenses for the Month**
 - Electricity purchases were \$1,144,594 relative to August's \$1,243,640
 - Johnston County sewer charge was \$148,761 for 50.072 MG relative to August's \$158,033 for 51.770 MG.

- **Personnel Changes**



**Town of Smithfield
Electric Department
Monthly Report
September, 2015**

I. Statistical Section

- Street Lights repaired -38
- Area Lights repaired -15
- Service calls - 29
- Underground Electric Locates -61
- Poles changed out or installed -13
- Underground Services Installed -3

II. Major Revenues

- N/A

III. Major Expenses for the Month:

- N/A

IV. Personnel Update:

- The Utility Dept. had a Safety Meeting on Rail Road Crossings.

V. Miscellaneous Activities:

- Helped Street Dept. install Flags.
- Installed scoreboard for Parks & Rec. Dept. at Civitan Field.
- Substation work for Solar farm is ongoing.



**Town Of Smithfield
WATER AND SEWER
Monthly Report
September 2015**

I. Statistical Section

- REPLACED 18 WATER METERS
- SET 0 METERS FOR NEW ACCOUNTS
- REPAIRED 10 LEAKS
- REPAIRED 10 SEWERS
- WASHED 21,133 FEET SEWER LINES
- MADE 0 WATER TAPS, AND 0 SEWER TAP
- INSTALLED 2 HYDROSTOP VALVE 6"

II. Major Revenues

- NA
-

III. Major Expenses for the Month:

Air Compressor
Concrete Saw

IV. Personnel Update

-

V. Miscellaneous Activities:

- RODDED 10 SEWER SERVICES
- REPAIRED 2 FIRE HYDRANTS
- SERVICE CALLS 134
- LOCATES 130
- CHECK 18 LIFT STATIONS DAILY
- FLUSHED DEAD ENDS 1 TIME



MONTHLY WATER LOSS REPORT

September 2015

$\frac{3}{4}$ " LINE – $\frac{1}{8}$ " HOLE – 2 DAYS

$\frac{3}{4}$ " LINE - $\frac{1}{16}$ " HOLE- 2 DAYS

$\frac{3}{4}$ " LINE – $\frac{1}{8}$ " HOLE – 2 DAYS

$\frac{3}{4}$ " LINE- $\frac{1}{16}$ " HOLE – 1 DAY

$\frac{3}{4}$ " LINE - $\frac{1}{8}$ " HOLE- 2 DAYS

$\frac{3}{4}$ " LINE – $\frac{1}{16}$ " HOLE - 1 DAY

$\frac{3}{4}$ " LINE - $\frac{1}{16}$ " HOLE – 7 DAYS

$\frac{3}{4}$ " LINE – $\frac{1}{16}$ " HOLE – 1 DAY

1" LINE - $\frac{1}{16}$ " HOLE – 2 DAYS

2" LINE – $\frac{1}{8}$ " HOLE – 5 DAYS

SMITHFIELD WATER PLANT
DISTRIBUTION SAMPLING SITE PLAN

HYDRANT FLUSHING

2,005,690 GALLONS

STREET NAME	DATE	CHLORINE	TIME	GALLONS	PSI	STREET NAME	DATE	CHLORINE	TIME	GALLONS	PSI
Castle Drive	9/10/2015	3.4	30	10620	10	White Oak Drive	9/11/2015	0.6	30	10620	10
Stephson Drive	9/10/2015	3.4	30	10620	10	Brookwood Drive	9/16/2015	0.2	30	11310	5
Garner Drive	9/10/2015	3.4	30	15930		Runnymede Place	9/14/2015	0.6	30	10620	10
Computer Drive	9/11/2015	3.4	30	10620	10	Nottingham Place	9/14/2015	0.6	30	10620	10
Elim Drive	9/11/2015	3.4	30	10620	10	Heritage Drive	9/16/2015	0.2	30	10620	10
Hillcrest Drive	9/8/2015	1.4	15	5310	10	Regency Drive	9/30/2015	0.1	240	312000	60
Skyland Drive	9/8/2015	3	30	10620	10	Randers Court	9/30/2015	0.1	60	63720	40
Eason Street	9/22/2015	0.6	15	15930	40	Noble Street	9/30/2015	0.2	45	23760	
Holland Drive	9/8/2015	1	15	9750	15	Fieldale Dr#1(L)	9/30/2015	0.8	15	15930	40
Parkway Drive	9/14/2015	0.8	30	61860	40	Fieldale Dr#2(R)	9/30/2015	3	15	15930	40
Braford Street	9/14/2015	0.2	30	15930		Noble Plaza #1	9/9/2015	0.4	30	10620	10
Kellie Drive	9/9/2015	0.6	30	15930		Noble Plaza #2	9/16/2015	0.2	30	10620	10
Edgewater	9/14/2015	0.2	30	15930		Pinecrest Street	9/8/2015	0.6	30	10620	10
Magnolia circle	9/14/2015	0.2	30	31860	40	Ava Gardner	9/3/2015	0.6	180	286740	
Valley Wood	9/20/2015	3	15	7965		Waddell Drive	9/8/2015	0.7	15	5310	10
Creek Wood	9/16/2015	0.2	30	31860	40	Heather Court	9/12/2015	0.2	15	15930	40
Kay Drive	9/3/2015	1.6	15	9750	15	Reeding Place	9/22/2015	0.2	15	15930	40
Huntington Place	9/3/2015	1.4	15	10095	1	S. Sussex Drive	9/16/2015	0.6	30	15930	
N. Lakeside Drive	9/3/2015	1.4	15	9435	14	Henly Place	9/8/2015	0.4	15	8715	12
Cypress Point	9/3/2015	1.6	15	8715	12	Furforge Street	9/14/2015	3.5	15	8715	12
Quail Run	9/3/2015	1.6	15	10095	1	Aspen Drive	9/22/2015	1.4	15	8715	12
British Court	9/3/2015	1.2	15	11550	2	Cedar Drive	9/22/2015	1.5	15	5310	10
Tyler Street	9/3/2015	1.4	15	19500	60	Oak Drive	9/22/2015	1	15	9420	14
Rainbow Drive	9/3/2015	3.4	15	19500	60	Pine Street	9/22/2015	1.5	15	9750	15
Rainbow Circle	9/3/2015	3.4	15	19500	60	Birch Street	9/22/2015	1.5	15	8715	12
Moonbeam Circle	9/3/2015	3.4	15	19500	60	East Street	9/10/2015	3.8	15	15930	40
Yeiverton Road	9/11/2015	2.4	15	15930	40	West Street	9/10/2015	3.3	15	17820	50
Ray Drive	9/30/2015	2.6	15	15930	40	Ward Street	9/10/2015	4	15	15930	40
Will Drive	9/30/2015	3.4	15	15930	40	Ryans	9/3/2015	0.8	180	117000	
Golden Corral	9/14/2015	3.5	15	10080	16	Water Samples	5 TIMES			309750	40
Sheltnway						Davis Street	9/11/2015	3.5	15	8715	12
THM Samples						Wellons Street	9/30/2015	3.5	15	15930	40
Michael Lane	9/3/2015	3.7	15	15930	40	Caroline Ave.	9/11/2015	3.5	15	5310	10
Crestview Drive						Johnston Street	9/11/2015	3.5	15	9750	15
Coor Farm Supply	9/16/2015	3.4	60	20320		HWY 210 LIFT ST.	9/8/2015	3	30	15930	
						Old Goldsboro Rd.	9/16/2015	3.4	60	42480	

**Town of Smithfield
Water Treatment Plant**

All figures are in MGD.

**Sep '15
Monthly Totals**

Date	Rate of Flow	Hrs. Operated	Raw Treated	Finish Metered	Plant Useage	Finish to Dist. System	% of RAW TREATED TO SYSTEM
1	3.80	15.5	2.443	2.662	0.0856	2.576	105.46
2	3.80	10.5	1.963	1.298	0.0670	1.231	62.71
3	3.80	17.5	2.803	2.583	0.0879	2.495	89.02
4	3.80	21.5	3.409	2.925	0.0922	2.833	83.10
5	3.80	19.0	3.035	2.955	0.0888	2.866	94.44
6	3.80	20.0	3.112	2.956	0.0886	2.887	92.14
7	3.80	17.5	2.743	2.769	0.0840	2.685	97.89
8	3.80	21.5	3.693	2.996	0.0858	2.910	78.80
9	3.80	20.5	3.221	2.941	0.0898	2.851	88.52
10	3.80	18.0	3.062	2.885	0.0909	2.894	94.52
11	3.80	24.0	3.807	3.547	0.0974	3.450	90.61
12	3.80	20.0	3.163	2.768	0.0878	2.680	84.74
13	3.80	19.0	3.005	2.807	0.0867	2.720	90.53
14	3.80	20.5	3.198	3.188	0.0923	3.096	98.80
15	3.80	21.0	3.315	3.132	0.0908	3.041	91.74
16	3.80	21.0	3.240	3.183	0.0931	3.090	95.37
17	3.80	22.5	3.558	2.933	0.0899	2.843	79.91
18	3.80	21.0	3.244	2.990	0.0888	2.901	89.43
19	3.80	20.0	3.206	3.151	0.0919	3.059	95.42
20	3.80	20.5	3.241	3.004	0.0898	2.914	89.92
21	3.80	21.0	3.226	3.147	0.0915	3.056	94.71
22	3.80	20.5	3.240	2.950	0.0910	2.859	88.24
23	3.80	18.0	2.870	2.865	0.1117	2.753	95.93
24	3.80	23.0	3.681	2.985	0.0600	2.925	79.46
25	3.80	17.0	3.242	3.079	0.1700	2.909	89.73
26	3.80	20.0	3.113	2.742	0.0910	2.651	85.16
27	3.80	18.5	2.855	2.593	0.0870	2.506	87.78
28	3.80	20.0	3.144	2.841	0.0910	2.750	87.47
29	3.80	19.0	3.044	2.875	0.0900	2.785	91.49
30	3.80	19.5	3.055	3.145	0.0930	3.052	99.90
31						0.000	#DIV/0!
Total	114.00	587.5	93.931	86.995	2.745	84.250	89.69
Avg	3.80	19.6	3.131	2.900	0.092	2.718	
Max	3.80	24.0	3.807	3.547	0.170	3.450	
Min	3.80	10.5	1.963	1.298	0.080	0.000	